

EXPLANATION

**Noise Control By-law amending By-law
Re: 1134 Burrard Street**

This amendment, approved by Council on March 23, 2010, adds 1134 Burrard Street to the Noise Control By-law.

Director of Legal Services
September 20, 2011

1134 Burrard Street



BY-LAW NO. _____

**A By-law to amend
Noise Control By-law No. 6555**

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

1. To Schedule B of By-law No. 6555, at the end, Council adds:
"CD-1(510) By-law No. 10327 1134 Burrard Street"
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**A By-law to amend the Sign By-law
Re: 1134 Burrard Street**

After the public hearing on March 23, 2010, Council resolved to amend the Sign By-law to add this site to Schedule E. 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
September 20, 2011

1134 Burrard Street

 BY-LAW NO. _____

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

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

1. To Schedule E of the Sign By-law, Council adds:
"1134 Burrard Street CD-1 (510) By-law No. 10327 B (DD)"
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

**A By-law to amend the Sign By-law
Re: 3522 Porter Street**

After the public hearing on January 18, 2011, Council resolved to amend the Sign By-law to add this site to Schedule E. 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
September 20, 2011

1850 Victoria Diversion
(3522 Porter Street)

 BY-LAW NO. _____

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

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

1. To Schedule E of the Sign By-law, Council adds:
"1850 Victoria Diversion CD-1 (512) By-law No. 10331 B (MC-1)".
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2011

Mayor

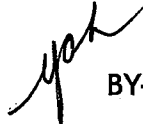
City Clerk

EXPLANATION**Noise Control By-law amending By-law
Re: 3522 Porter Street (1850 Victoria Diversion)**

This amendment, approved by Council on January 18, 2011, adds 3522 Porter Street (1850 Victoria Diversion) to the Noise Control By-law.

Director of Legal Services
September 20, 2011

3522 Porter Street
(1850 Victoria Diversion)

 BY-LAW NO. _____

**A By-law to amend
Noise Control By-law No. 6555**

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

1. To Schedule A (Activity Zone) of By-law No. 6555, at the end, Council adds:
"CD-1 (512) By-law No. 10331 1850 Victoria Diversion"
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

**A By-law to amend the Sign By-law
Re: 138 East 7th Avenue**

After the public hearing on July 19, 2011, Council resolved to amend the Sign By-law to add this site to Schedule E. The Director of Planning has advised that there are no prior conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
September 20, 2011

138 East 7th Avenue



BY-LAW NO. _____

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

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

1. To Schedule E of the Sign By-law, Council adds:

“138 East 7th Avenue CD-1 (511) By-law No. 10328 B (I-1)”

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

ENACTED by Council this _____ day of _____, 2011

Mayor

City Clerk

EXPLANATION**Noise Control By-law amending By-law
Re: 138 East 7th Avenue**

This amendment, approved by Council on July 19, 2011, adds 138 East 7th Avenue to the Noise Control By-law.

Director of Legal Services
September 20, 2011

138 East 7th Avenue

 BY-LAW NO. _____

**A By-law to amend
Noise Control By-law No. 6555**

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

1. To Schedule A (Activity Zone) of By-law No. 6555, at the end, Council adds:
"CD-1 (511) By-law No. 10328 138 East 7th Avenue"
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

**Area Specific Development Cost Levy By-law
Amending By-law Re: Rates**

On July 28, 2011, Council resolved to amend the Area Specific Development Cost Levy By-law, regarding DCL rates, and this By-law implements that resolution.

Director of Legal Services
September 20, 2011



BY-LAW NO. _____

**A By-law to amend
Area Specific Development Cost Levy By-law No. 9418
regarding 2011 rate adjustments**

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

1. In section 3.2 of the Area Specific Development Cost Levy By-law, Council from:
 - a) the first line, strikes out "\$75.99", and substitutes "\$82.38"; and
 - b) from subsection (a), strikes out "\$30.35", and substitutes "\$32.95".
2. In section 3.3 of the Area Specific Development Cost Levy By-law, Council from:
 - a) the first line, strikes out "\$101.72", and substitutes "\$111.06"; and
 - b) from subsection (a), strikes out "\$40.69", and substitutes "\$44.43".
3. In section 3.4 of the Area Specific Development Cost Levy By-law, Council from:
 - a) the first line, strikes out "\$59.09", and substitutes "\$63.80";
 - b) from subsections (a) and (b), strikes out "\$24.43", and substitutes "\$26.41"; and
 - c) from subsection (c), strikes out "\$36.38", and substitutes "\$39.26".
4. In section 3.5 of the Area Specific Development Cost Levy By-law, Council from the first line, strikes out "\$155.86", and substitutes "\$168.35".
5. In section 3.6 of the Area Specific Development Cost Levy By-law, Council from the first line, strikes out "\$31.75", and substitutes "\$33.43".
6. In section 3.7 of the Area Specific Development Cost Levy By-law, Council from the first line, strikes out "\$49.73", and substitutes "\$52.81".
7. In section 3.8 of the Area Specific Development Cost Levy By-law, Council from:
 - a) the first line, strikes out "\$7.75", and substitutes "\$8.21"; and
 - b) from subsection (a) strikes out "\$31.11", and substitutes "\$32.83".

8. In section 3.9 of the Area Specific Development Cost Levy By-law, Council from:
 - a) the first line, strikes out "\$64.69", and substitutes "\$71.11"; and
 - b) from subsections (a) and (b), strikes out "\$26.26", and substitutes "\$28.83".
9. In section 3.10 of the Area Specific Development Cost Levy By-law, Council from:
 - a) the first line, strikes out "\$168.78", and substitutes "\$175.37"; and
 - b) from subsection (a), strikes out "\$25.62", and substitutes "\$26.61".
10. In section 3.11 of the Area Specific Development Cost Levy By-law, Council from the first line, strikes out "\$112.16", and substitutes "\$121.96".
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 September 30, 2011.

ENACTED by Council this _____ day of _____, 2011

Mayor

City Clerk

EXPLANATION

8

**Vancouver Development Cost Levy By-law
Amending By-law Re: Rates**

On July 28, 2011, Council resolved to amend the Vancouver Development Cost Levy By-law, regarding DCL rates, and this By-law implements that resolution.

Director of Legal Services
September 20, 2011



BY-LAW NO. _____

**A By-law to amend
Vancouver Development Cost Levy By-law No. 9755
regarding 2011 rate adjustments**

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

1. From section 3.2 of the Vancouver Development Cost Levy By-law, Council from:
 - a) the first line, strikes out "\$112.16", and substitutes "\$121.96";
 - b) each of subsections (a) and (b), strikes out "\$26.16", and substitutes "\$28.42";
and
 - c) subsection (c), strikes out "\$44.89", and substitutes "\$48.76".
2. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
3. This By-law is to come into force and take effect on September 30, 2011.

ENACTED by Council this _____ day of _____, 2011

Mayor

City Clerk


EXPLANATION

Heritage Designation By-law
Re: 1021 West Hastings Street

At a public hearing on July 26, 2011, Council approved a recommendation to designate the structure and exterior envelope, of the improvements and exterior building materials of a building at 1021 West Hastings Street as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
September 20, 2011

1021 West Hastings Street
University Club (formerly Quadra Club)

 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:

Front masonry façade
facing West Hastings
Street for the full width
of the building,
including stone base,
brick upper storeys,
arched windows, raised
parapet and projecting
balcony

1021 West Hastings Street
Vancouver, B.C.

Lots D & E
(Reference Plan 9463)
Block 1
District Lot 185
Plan 92

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

**License By-law amending by-law
regarding restaurant definitions**

On October 8, 2009, Council resolved to amend the License By-law to enact new definitions of restaurants, differentiating between restaurants which provide liquor services and customer participation, such as dancing and karaoke, and those which do not. On November 17, 2009, Council enacted by-law amendments to support that resolution. The attached housekeeping amendments will clarify the definitions previously approved and enacted by Council.

Director of Legal Services
September 20, 2011



BY-LAW NO. _____

**A By-law to amend License By-law No. 4450
regarding housekeeping amendments to restaurant definitions**

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

1. This By-law amends the indicated provisions of the License By-law.
2. In section 2, Council strikes out the definitions of "Restaurant - Class 1 with Liquor Service", "Restaurant - Class 2", and "Restaurant - Class 2 with Liquor Service", and substitutes:

"Restaurant - Class 1 with Liquor Service" means Restaurant Use that does not include customer participation such as karaoke, dancing, or open microphone performing, and does include the sale or offering for sale, of liquor to customers for consumption on the premises, as part of a meal, or in a lounge approved by way of endorsement under Liquor Control and Licensing BC Regulation No. 244/2002.

"Restaurant - Class 2" means Restaurant Use that includes customer participation such as karaoke, dancing, or open microphone performing, and does not include the sale or offering for sale of liquor.

"Restaurant - Class 2 with Liquor Service" means Restaurant Use that includes customer participation such as karaoke, dancing, or open microphone performing, and the sale or offering for sale, of liquor to customers for consumption on the premises as part of a meal, or in a lounge approved by way of endorsement under Liquor Control and Licensing BC Regulation No. 244/2002."

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

ENACTED by Council this _____ day of _____, 2011

Mayor

City Clerk

EXPLANATION

**Authorization to enter into a
Heritage Revitalization Agreement
Regarding 7101 - 7201 Granville Street**

After public hearings held on July 26, 27 and 28, 2011, Council resolved to enter into a By-law to authorize an agreement regarding Shannon Mews at 7101 - 7201 Granville Street, pursuant to Section 592 of the *Vancouver Charter*. Enactment of the attached By-law will achieve this.

Director of Legal Services
September 20, 2011

7101 - 7201 Granville Street
Shannon Mews



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 address of 7101 - 7201 Granville Street, and the following legal description:

PID: 015-978-982
Block BB (Reference Plan 808), Except the East 10 Feet Now Road
District Lot 526
Group 1
New Westminster District

contains heritage buildings, affixed interior building features, fixtures and landscape features.

Council is of the opinion that the buildings, affixed interior building features, fixtures and landscape features 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 16 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)

015-978-982

Lot BB (Reference Plan 808), Except the East 10 Feet Now
Road District Lot 526 Group 1 New Westminster District

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

SEE SCHEDULE

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) Filed Standard Charge Terms

[] D.F. No.

(b) Express Charge Terms

[XX] Annexed as Part 2

(c) Release

[] There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharge as a charge on the land described in Item 2.

5. TRANSFEROR(S)/CHARGEHOLDER(S):*

WALL FINANCIAL CORPORATION (Incorporation No. 130394)

CANADIAN IMPERIAL BANK OF COMMERCE

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	
_____	11			WALL FINANCIAL CORPORATION , by its authorized signatory(ies):
(as to both signatures)				Print Name: _____
_____	11			CANADIAN IMPERIAL BANK OF COMMERCE , by its authorized signatory(ies):
(as to both signatures)				Print Name: _____
_____	11			_____
(as to both signatures)				Print Name: _____

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

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

**LAND TITLE ACT
FORM D
EXECUTIONS CONTINUED**

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

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
<hr/> Stephen F. Hayward Solicitor 453 West 12 th Avenue Vancouver, BC, V5Y 1V4 Tel: 604-873-7714	11			CITY OF VANCOUVER by its authorized signatory: <hr/> Frances J. Connell/Yvonne Liljefors

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

* 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	Section 2.1, pages 7 - 10	Transferee
Priority Agreement granting the above Section 219 Covenant priority over Mortgage BF367284 (being an extension of Mortgage BE60325, see BF16541, as modified by BL90964) as modified by BF367286 and Assignment of Rents BF367285 (being an extension of Assignment of Rents BE60326, see BF16542, as modified by BL90965) as modified by BF367287	Page 16	Transferee
Statutory Right of Way	Article 3, pages 11 - 12	Transferee
Priority Agreement granting the above Statutory Right of Way priority over Mortgage BF367284 (being an extension of Mortgage BE60325, see BF16541, as modified by BL90964) as modified by BF367286 and Assignment of Rents BF367285 (being an extension of Assignment of Rents BE60326, see BF16542, as modified by BL90965) as modified by BF367287	Page 16	Transferee
Equitable Charge	Article 5, page 13	Transferee
Priority Agreement granting the above Equitable Charge priority over Mortgage BF367284 (being an extension of Mortgage BE60325, see BF16541, as modified by BL90964) as modified by BF367286 and Assignment of Rents BF367285 (being an extension of Assignment of Rents BE60326, see BF16542, as modified by BL90965) as modified by BF367287	Page 16	Transferee

TERMS OF INSTRUMENT - PART 2
Heritage Revitalization Agreement and Land Use Covenant

WHEREAS:

A. The Transferor, Wall Financial Corporation (as more particularly defined in Section 1.1, the "Owner"), is the registered and beneficial owner of, and intends to redevelop, the Lands;

B To that end, the Owner made an application to the Transferee, the City of Vancouver (as more particularly defined in Section 1.1, the "City" or the "City of Vancouver"), to rezone the Lands and the City has approved the said rezoning (the "Rezoning") following public hearing conditional upon, among other things, the Owner entering into this Agreement to ensure the restoration, preservation, protection and designation of certain building and landscape features situated on the Lands which are considered to be of heritage value (as more particularly described and defined in section 1.1, the "Heritage Features"); and

C. In exchange for various City bylaw variations needed for the proposed redevelopment as contemplated by the Rezoning, the Owner proposes to enter into this Agreement with the City for the Rehabilitation and conservation of the Heritage Features in accordance with the prior to CD-1 by-law enactment conditions of the Rezoning and to accept the designation of the Heritage Features as protected heritage property under the provisions of the *Vancouver Charter* SBC 1953 c.55.

NOW THEREFORE in consideration of the matters referred to in the foregoing recitals, the covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the parties), the parties hereto hereby covenant and agree as follows, pursuant to Section 592 of the *Vancouver Charter* SBC 1953 c.55:

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) "Agreement" means this Heritage Revitalization Agreement and Land Use Covenant, together with all Schedules and all *Land Title Act* (British Columbia) forms attached, each as may be amended from time to time pursuant to the terms hereof;
- (b) "City" means the municipality of the City of Vancouver continued under the *Vancouver Charter* and "City of Vancouver" means its geographic location and area;
- (c) "City's Bank of Record" means the bank or other financial institution the City uses primarily for its banking activities;

- (d) **“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 of the Heritage Features as provided for hereunder;
- (e) **“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;
- (f) **“Development”** means the land redevelopment contemplated by the Rezoning, including the restoration, Rehabilitation, preservation and designation of the Heritage Features and the construction of the New Buildings on the Lands pursuant thereto and pursuant to any Development Permit and/or building permit issued in respect thereof;
- (g) **“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;
- (h) **“Heritage Consultant”** means an independent, heritage building rehabilitation and conservation expert, knowledgeable and experienced in and duly qualified for planning and supervising rehabilitation and conservation work for heritage buildings;
- (i) **“Heritage Designation”** means the City’s designation of the Heritage Features as protected heritage property pursuant to section 593 of the *Vancouver Charter*;
- (j) **“Heritage Features”** means all of the following located on the Lands:
 - (i) certain interior features and fixtures located on the first floor of the Mansion comprised of:
 - (A) vestibule with stone lining;
 - (B) main hallway with wood paneling, arched ceiling, and four light fixtures;
 - (C) stair hall with stone lining, Palladian window and bronze light fixture;
 - (D) great hall with fireplace surround, wall wainscoting paneling, and ceiling beams;
 - (E) drawing (living/music) room with plastered walls, trim and arched ceiling, and parquet floor;
 - (F) conservatory with stone and tile trim, tiled fountain, and stone coffered ceiling; and
 - (G) dining room with wood paneling, fireplace surround, and plaster ceiling;
 - (ii) the coach house;
 - (iii) the gatehouse;
 - (iv) the Italianate gardens (located south of the Mansion) which is to include the east west and central terraces, steps, grotto, pond, curved concrete bench, two small concrete benches, concrete walls, balustrades, urns and light standards; and
 - (v) three copper beech trees;

- (k) "Lands" means the parcel of land situate in the City of Vancouver, Province of British Columbia, described in Item 2 of the General Instrument Part 1 and includes any parcel into which such land is consolidated or further subdivided;
- (l) "*Land Title Act*" means the *Land Title Act*, R.S.B.C. 1996, c.250;
- (m) "*Mansion*" means the three storey beaux-arts Shannon mansion designed by Somervell and Putnam and built on the Lands for the Rogers family, which mansion was designated as a protected heritage property in 1974 and is listed in category "A" in the Vancouver Heritage Register;
- (n) "*New Buildings*" means any building or structure constructed on the Lands at any time following the date this Agreement is executed by the Owner and the City, and includes any portion of any such building or structure, but does not include the Mansion, or temporary buildings or structures on the Lands during the period of, and required for the purposes of, construction on the Lands;
- (o) "Owner" means the Transferor, Wall Financial Corporation, and includes any successor in title to the Lands or any portion of the Lands;
- (p) "rehabilitate" and "rehabilitation" mean 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 given below in section 2.1(a);
- (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; and
- (s) "*Zoning & Development By-law*" means the City's *Zoning and Development By-law No. 3575* and any amendments thereto and replacements thereof.

ARTICLE 2 SECTION 219 COVENANT

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 the Development Permit is issued, plus any additional time for which the time limit of the Development Permit may be extended under the provisions of the *Zoning & Development By-law*, will Rehabilitate or cause the Rehabilitation of the Heritage Features and will do so in accordance with this Agreement, the Development Permit and the Conservation Plan (the "*Rehabilitation Work*");

- (b) the Owner, at his, her or its expense, will ensure that a Heritage Consultant supervises the Rehabilitation Work;
- (c) the Owner, at his, her or its expense, will ensure that, at all times during the carrying out of the Rehabilitation Work, the Mansion and the Heritage Features are 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 Mansion and the Heritage Features (other than the copper beech trees) 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 his, her or its expense, will cause a Heritage Consultant to submit to the Director of Planning, 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 permit or allow anyone else to, in any way use or occupy the Mansion or any of the New Buildings or any part of any of them at any time after this Agreement is registered on title to the Lands, unless and until:
 - (i) the City has issued a new occupancy permit(s) therefor; and
 - (ii) the Rehabilitation Work has been completed in accordance herewith; and
 - (iii) 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 Rehabilitation Work has been completed in accordance with the Conservation Plan; and
 - (iv) the City has given the Owner a written notice or confirmation by which the City explicitly accepts or confirms its acceptance that the Rehabilitation Work has been completed;
- (g) the Owner will not, and will not permit or allow anyone else to, apply for or take any other action to compel the City to, and notwithstanding that the Mansion and/or a New Building may be ready for occupancy, the City will be under no obligation to, issue any occupancy permit for the Mansion or any New Building or any part of any of them at any time after this Agreement is registered on title to the Lands, until each of the conditions in section 2.1(f)(ii), (iii) and (iv) has been satisfied;
- (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 Heritage Features 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 any time to renovate, alter, modify or reconfigure or that will result in any alteration, modification or reconfiguration of the Heritage Features in any way except as may be permitted by this Agreement, the 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 any time do anything that will obscure, deface or remove in any way any heritage related commemorative plaque the City, at its expense, may attach to the Mansion or elsewhere on the Lands in respect of the any of the Heritage Features pursuant to the statutory right of way granted to it herein;
- (k) if at any time for any reason any of the Heritage Features 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 feature, 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 applicable Heritage Feature(s), as the case may be, the anticipated market value of the repaired or replicated feature(s), the incentives given by the City for this Agreement and the Heritage Designation, the estimated value of the Lands 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 Heritage Feature(s), failing agreement on which the matter will be determined by arbitration in accordance with the provisions of the *Commercial Arbitration Act* RSBC 1996 c. 55, 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 applicable Heritage Feature(s), then, by explicit written notification, the City will consent to the Owner's wish to not repair or replicate the applicable Heritage Feature(s) and will amend or discharge this Agreement, as applicable and appropriate, from title to the Lands and the Owner may request of the City's Mayor and Council that the Heritage Designation be cancelled in respect of the applicable Heritage Feature(s); and
- (l) 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 Mansion and/or Lands, the Owner has received full and fair compensation for this Agreement and 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, 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 any time any occupancy permit(s) issued for the Mansion and/or any New Building 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 such building vacates it immediately on such revocation of occupancy permit(s), and if anyone continues to occupy any portion of any part of the Mansion and/or any New Building in contravention of such revocation, this Agreement and any applicable City bylaws, the City, at the Owner's expense, may pursue all remedies available to it, including, without limitation, injunctive relief, to ensure that the Mansion and/or any New Building, as applicable, is vacated and unoccupied in accordance with this Agreement.

2.3 Notwithstanding the occupancy restrictions set out above in respect of the Mansion and/or any New Building, the City, in its discretion, may issue occupancy permits therefor and on that basis they may be occupied prior to the time that the Rehabilitation Work is completed in accordance herewith, provided:

- (a) the Owner duly applies to the City for any and all occupancy permits 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 Rehabilitation Work;
- (d) all legal requirements for occupancy permits for the Mansion and/or any New Building, as applicable, have been fulfilled;
- (e) the Owner has delivered to the City, in all respects to the City's satisfaction, 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 permits, is not, in the City's opinion, in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner with respect to the Heritage Features and/or the Lands; and
- (g) the City, in its opinion, is satisfied that the 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 in connection with the Rehabilitation Work, 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 bankrupt or insolvent debtors;
- (c) the Owner, in the City's opinion, has not been diligently carrying out the Rehabilitation Work; or
- (d) the City in any way undertakes all or any part of the Rehabilitation Work pursuant to this Agreement.

2.6 If at any time, in default under this Agreement, the Owner, in the City's opinion, fails to carry out the Rehabilitation Work as required hereby and fails to rectify any such default within 30 days, or within such other longer time as the City may explicitly permit, after notice from the City to so rectify such default, 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 and conveys to the City, a statutory right of way to enter, be and move about on the Lands:

- (a) effective at all times from and after the date upon which the City issues the Development Permit, to install, maintain, repair and replace on the exterior of the Mansion and/or elsewhere on the Lands, at the City's expense, and in consultation with the Owner as to location, one or more commemorative plaques regarding the Mansion and the Heritage Features;
- (b) effective at all times from and after the date upon which the City issues the Development Permit, in the event the Owner, in the City's opinion, 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; and
- (c) effective after the date upon which the City issues an occupancy permit for the Mansion as Rehabilitated pursuant to the terms and conditions of this Agreement, to view and observe the interior of the first floor of the Mansion, including the Heritage Features located therein, which right of way is further granted and conveyed to the City's invitees and permittees, including the general public if and for so long as and on such terms and conditions as the City may allow and subject to section 3.2.

3.2 Notwithstanding the general scope of the rights granted pursuant to section 3.1(c), the City agrees to exercise the rights contained therein no more than two days per calendar year, which days will be arranged in advance following consultation with the Owner, the intent of this right of way being to provide the general public with opportunities to experience the interior of the first floor of the Mansion and the subject Heritage features through scheduled events such as guided tours, while at the same time limiting the inconvenience and disturbance that may be experienced by the occupants of the Mansion and the Lands as a result.

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 Features.

3.4 The statutory right of way granted herein is necessary for the operation and maintenance of the City's undertaking.

ARTICLE 4 DEBTS OWED TO CITY

4.1 If the City, pursuant to this Agreement, enters upon the Lands to perform any of the Owner's obligations hereunder to carry out the Rehabilitation Work or to conserve, repair or replace the Heritage Features:

- (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, to the extent the City has not taken payment for such costs from any letters of credit provided to the City hereunder, as reimbursement for expenses incurred, the full amount of all costs the City incurs to carry out work to Rehabilitate, conserve, repair or replace the Heritage Features, 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, to its address as shown in the Land Title Office records; and
- (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 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 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.

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 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 Partial Discharge Upon Subdivision. Notwithstanding section 7.6, if the Lands are subdivided, either wholly or in part, at any time and from time to time pursuant to the provisions of the *Land Title Act* (British Columbia), as amended from time to time, or other similar legislation enacted from time to time, upon the deposit of the plan of subdivision, the City will agree to release and discharge the Section 219 Covenant, Statutory Right of Way and Equitable Charge in this Agreement from title to that portion of the subdivided parcel in which no part of the Mansion or the Heritage Features are located, provided that:

- (a) the City is satisfied, in its sole discretion, that the rights and obligations secured by the Section 219 Covenant, Statutory Right of Way and Equitable Charge in this Agreement are not diminished in any material way as a result;
- (b) the City will have no obligation to execute any release and discharge until a written request therefor from the Owner has been received by the City;
- (c) the cost of preparation of the aforesaid discharges, and the cost of registration of same in the Lower Mainland Land Title Office will be paid by the Owner; and
- (d) the City will have a reasonable time within to which to execute the aforesaid release and discharge and return the same to the Owner.

7.8 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.

7.9 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.

7.10 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.

7.11 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.

7.12 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

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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.

7.13 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 Charges" means the Mortgage registered under number BF367284 (being an extension of Mortgage BE60325, see BF16541, as modified by BL90964) as modified by BF367286 and the Assignment of Rents registered under number BF367285 (being an extension of Assignment of Rents BE60326, see BF16542, as modified by BL90965) as modified by BF367287;
- (b) "Existing Chargeholder" means **CANADIAN IMPERIAL BANK OF COMMERCE**;
- (c) "New Charges" means the Section 219 Covenant, Statutory Right of Way and Equitable Charge contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meanings 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) consents to the Owner granting the New Charges to the City; and
- (ii) agrees with the City that the New Charges charge the Lands in priority to the Existing Charges in the same manner and to the same effect as if the Owner had granted the New Charges, and they had been registered against title to the Lands, prior to the grant or registration of the Existing Charges or the advance of any money under the Existing Charges.

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

Heritage Designation By-law
Re: 7101 - 7201 Granville Street

At a public hearing on July 26, 27 and 28, 2011, Council approved recommendations to designate interior features of the Mansion, the structure and exterior envelope of the improvements and exterior building materials of the Coach House and Gate House buildings, the Italian Garden, and three Copper Beech trees at 7101 - 7201 Granville Street as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
September 20, 2011

7101 - 7201 Granville Street
Shannon Mews



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. Schedule A attached to this By-law forms part of the By-law.
2. Council considers that certain real property, affixed interior building features, fixtures and landscape features described as:

- | | | |
|--|---|--|
| <ol style="list-style-type: none">1. Interior rooms and affixed interior building features and fixtures on the main floor of the Shannon Mews mansion, including:<ol style="list-style-type: none">a) vestibule with stone lining;b) main hallway with wood paneling and arched ceiling;c) stair hall with stone lining , Palladian window and bronze light fixture;d) great hall with fireplace surround, wall paneling and ceiling beams;e) living room and music room with plastered walls, trim, arched ceiling and parquet floor;f) conservatory with stone and tile trim and coffered ceiling; andg) dining room with wood paneling, fireplace surround and plaster ceiling. | <p>7101 - 7201 Granville Street
Vancouver, B.C.</p> | <p>PID: 015-978-982
Block BB
(Reference
Plan 808), Except
the East 10 Feet
Now Road,
District Lot 526
Group 1
New Westminster
District</p> |
|--|---|--|

2. Structure and exterior envelope of the improvements and exterior building materials of the gatehouse.
3. Structure and exterior envelope of the improvements and exterior building materials of the coach house.
4. Landscape features including:
 - a) the Italian Garden located south of the Shannon Mews mansion, as depicted on the plan attached as Schedule A;
 - b) the terraces, steps, grotto, pond, curved concrete bench, concrete walls, balustrades, urns and light standards in the Italian Garden; and
 - c) three copper beech trees located in the southwest quadrant of the site, as depicted on the plan attached as Schedule A.

have heritage value or heritage character, and that their designation as protected heritage property is necessary or desirable for their conservation.

3. Council designates the real property, affixed interior building features, fixtures and landscape features described in section 2 of this By-law, as protected heritage property under Section 593 of the *Vancouver Charter*.

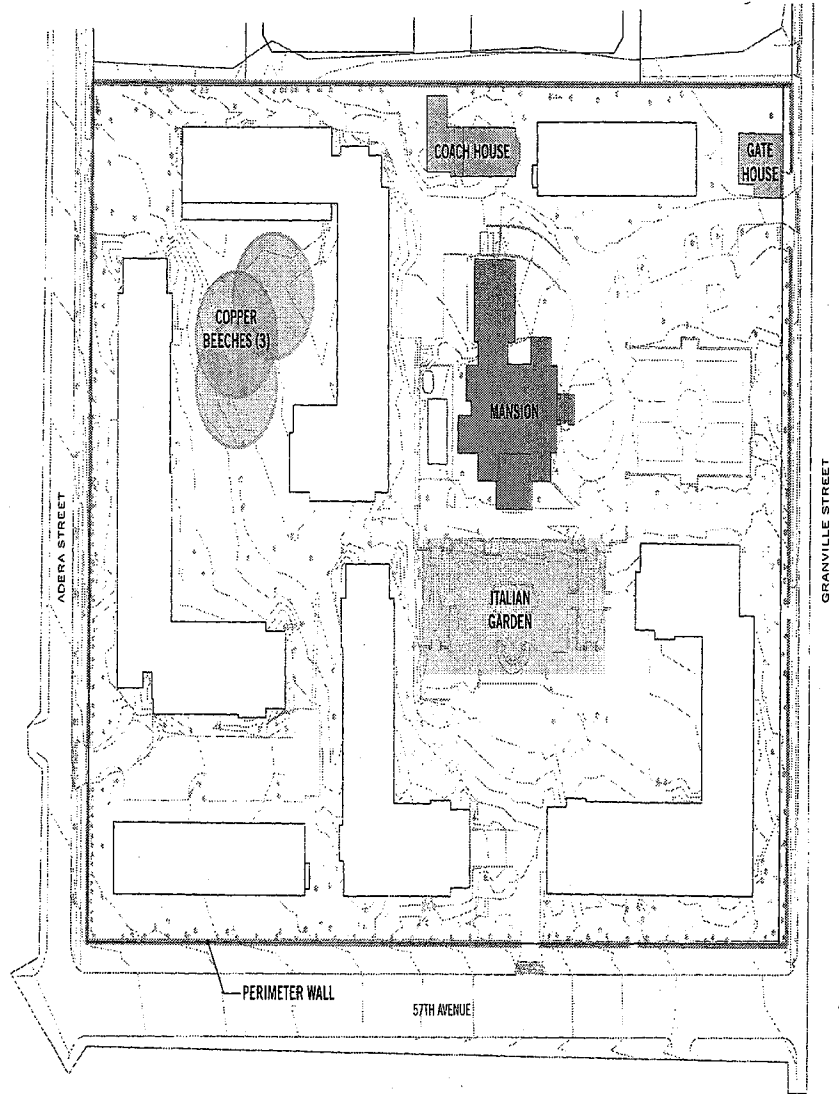
4. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2011

Mayor

City Clerk

Schedule A



EXPLANATION

**A By-law to amend the Zoning and Development By-law
Re: 639 Commercial Drive**

After the public hearing on May 17, 2011, Council resolved to amend the Zoning and Development By-law to create a CD-1 zone for a development on this site. The Director of Planning has advised that all prior-to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
September 20, 2011

639 Commercial Drive
York Theatre



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-633 (b) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D to By-law No. 3575.

Definitions

2. In this by-law:

“School - Arts or Self Improvement” means the use of premises for training or instruction limited to drama, dance, media, music, literary art or other similar forms of arts training or instruction.

Uses

3.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (514).

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

- (a) Cultural and Recreational Uses, limited to Theatre;
- (b) Service Uses, limited to Production or Rehearsal Studio, School - Arts or Self Improvement and Restaurant - Class 1; and
- (c) Accessory Uses customarily ancillary to the uses listed in this section 3.2, including but not limited to cultural creation, production, rehearsal and presentation, retail concession and retail gifts, instruction and training in the arts, office and other accessory uses which, in the opinion of the Director of Planning, are similar to the foregoing.

Density

4.1 Computation of floor area must assume that the site consists of 573.4 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 area for all uses combined, must not exceed 2.10.

4.3 Computation of floor space ratio must include all floors of all buildings having a minimum ceiling height of 1.2 m, including earthen floors and accessory buildings, both above and below ground level, measured to the extreme outer limits of the building.

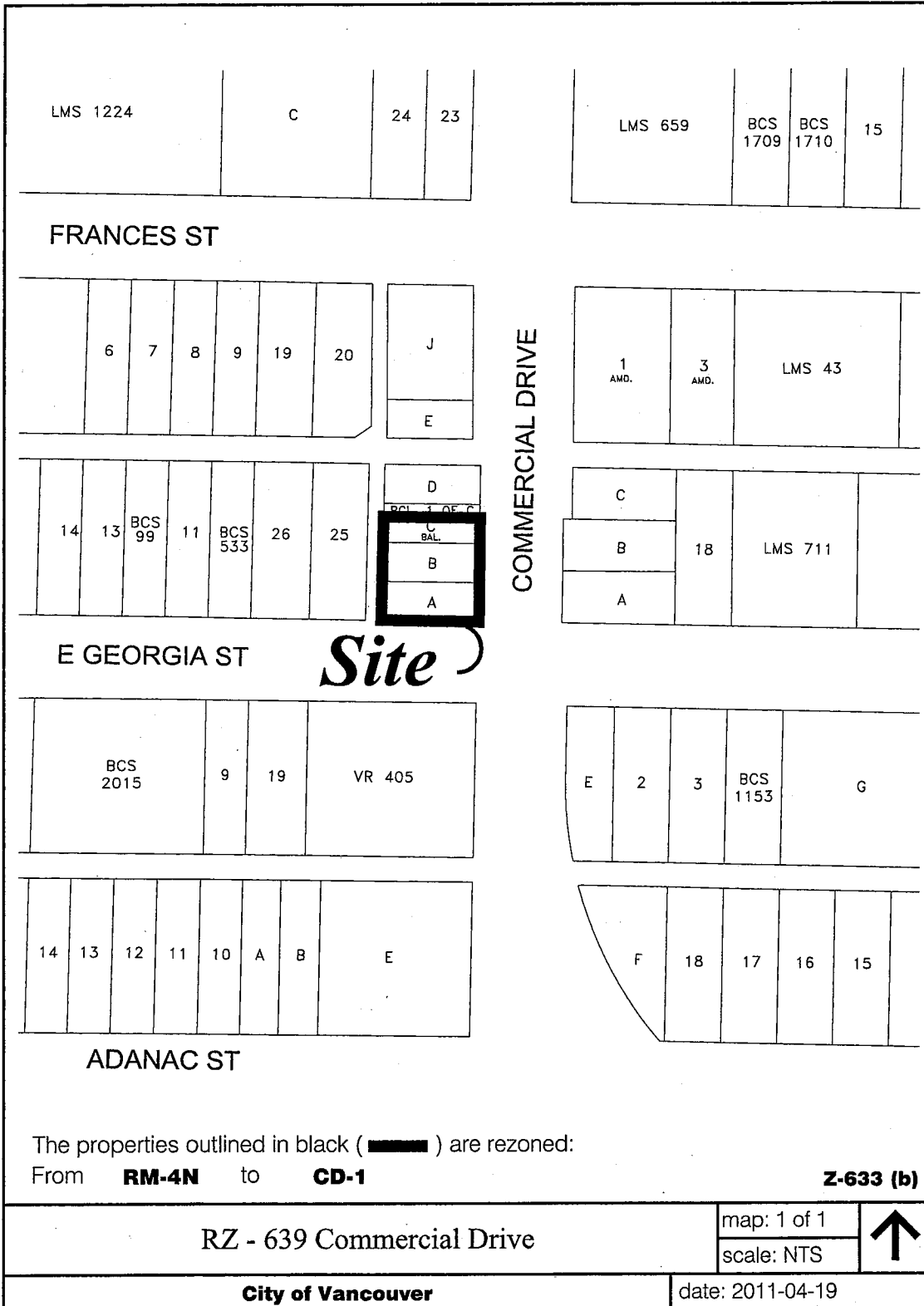
4.4 Computation of floor space ratio must exclude:

- (a) patios and roof gardens, if the Director of Planning first approves the design of sunroofs and walls;
- (b) the floors or portions of floors used for bicycle storage, heating and mechanical equipment, or uses which, in the opinion of the Director of Planning, are similar to the foregoing, which are at or below the base surface;
- (c) 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
- (d) with respect to exterior:
 - (i) wood frame construction walls greater than 152 mm thick that accommodate RSI 3.85 (R-22) insulation, or
 - (ii) walls other than wood frame construction greater than 152 mm thick that meet the standard RSI 2.67 (R-15),

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

Building height

5. The building height, measured above base surface, must not exceed 13.3 m.



The properties outlined in black (**■**) are rezoned:
 From **RM-4N** to **CD-1**

Z-633 (b)

RZ - 639 Commercial Drive

map: 1 of 1

scale: NTS



City of Vancouver

date: 2011-04-19

EXPLANATION

2012 Real Property Tax Interest on Arrears

The attached by-law will implement Council's resolution of September 20, 2011 to set the interest rate for delinquent real property taxes for 2012 at 7%.

Director of Legal Services
September 20, 2011



BY-LAW NO. _____

**A By-law to provide for the imposition of interest
on delinquent property taxes for 2012**

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

1. The name of this By-law, for citation, is the "2012 Real Property Tax Interest By-law".
2. All real property taxes that are or become delinquent after December 31, 2011, are to bear interest at the rate of 7% per annum compounded annually.
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