

EXPLANATION

**Noise Control By-law amending By-law
Re: 639 Commercial Drive**

This amendment, approved by Council on May 17, 2011, adds 639 Commercial Drive to the Noise Control By-law.

Director of Legal Services
October 4, 2011

fgc

639 Commercial Drive

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 of By-law No. 6555, at the end, Council adds:
"CD-1 (514) By-law No. 10344 639 Commercial Drive (York Theatre)"
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of October, 2011.

Mayor

City Clerk

EXPLANATION**A By-law to amend the Sign By-law
Re: 639 Commercial Drive**

After the public hearing on May 17, 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 satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
October 4, 2011

7/2/11

639 Commercial Drive

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:
"639 Commercial Drive CD-1 (514) By-law No. 10344 B (C-2)"
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of October, 2011.

Mayor

City Clerk

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 1650 Quebec Street**

After the public hearing on June 16, 2011, Council resolved to amend the Zoning and Development By-law to create a CD-1 zone for 1650 Quebec Street. The Director of Planning advises that all prior to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
October 4, 2011

1650 Quebec 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-634 (a) 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:

“Entry Alcoves” mean covered exterior spaces enclosed with vertical walls on three sides and adjacent to an entryway.

Uses

3.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (516).

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

- (a) Dwelling Uses, limited to Multiple Dwelling, Seniors Supportive or Assisted Housing, and Dwelling Units in conjunction with any use listed in this section 3.2;
- (b) Institutional Uses, limited to Child Day Care Facility, Social Service Centre, and Special Needs Residential Facility;
- (c) Live-Work Use;
- (d) Manufacturing Uses, limited to Bakery Products Manufacturing, Batteries Manufacturing, Clothing Manufacturing, Dairy Products Manufacturing, Electrical Products or Appliances Manufacturing, Food or Beverage Products

Manufacturing - Class B, Furniture or Fixtures Manufacturing, Ice Manufacturing, Jewellery Manufacturing, Leather Products Manufacturing, Miscellaneous Products Manufacturing - Class B, Non-metallic Mineral Products Manufacturing - Class B, Plastic Products Manufacturing, Printing or Publishing, Rubber Products Manufacturing, Shoes or Boots Manufacturing, Software Manufacturing, Textiles or Knit Goods Manufacturing, Tobacco Products Manufacturing, and Wood Products Manufacturing - Class B;

- (e) Office Uses;
- (f) Parking Uses;
- (g) Retail Uses, but not including Gasoline Station - Full Serve, Gasoline Station - Split Island, Liquor Store, Vehicle Dealer, and Grocery and Drug Store;
- (h) Service Uses, limited to Barber Shop or Beauty Salon, Beauty and Wellness Centre, Bed and Breakfast Accommodation, Catering Establishment, Laundromat or Dry Cleaning Establishment, Photofinishing or Photography Laboratory, Photofinishing or Photography Studio, Print Shop, Repair Shop - Class B, Restaurant - Class 1, School - Arts or Self-Improvement, and School - Business;
- (i) Accessory Uses customarily ancillary to the uses listed in this section 3.2; and
- (j) Interim Uses not listed in this section 3.2, and accessory uses customarily ancillary to them, if:
 - (i) the Director of Planning or Development Permit Board considers that the interim use will be compatible with and not adversely affect adjacent development, that either exists or that this By-law allows,
 - (ii) the Director of Planning or Development Permit Board is satisfied that the interim use is easily removable and is of low intensity or low in capital investment,
 - (iii) the Director of Planning or Development Permit Board is satisfied that there is no risk to the public from contaminated soils, either on or adjacent to CD-1 (516), and
 - (iv) any development permit for an interim use has a time limit of three years.

Conditions of use

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

- 4.2 The design and lay-out of at least 25% of the dwelling units must:
- (a) be suitable for family housing;
 - (b) include two or more bedrooms; and
 - (c) comply with Council's "High Density Housing for Families with Children Guidelines".
- 4.3 All uses except dwelling uses must have direct access to grade.
- 4.4 Any development permit issued for live-work uses must stipulate as permitted uses:
- (a) dwelling units;
 - (b) general office, health care office, barber shop or beauty salon, photofinishing or photography studio, or artist studio - Class A; and
 - (c) dwelling unit combined with any uses set out in subsection (b).

Density

- 5.1 Floor area for all permitted uses must not exceed 20 820.2 m².
- 5.2 Computation of floor space ratio must include:
- (a) all floors having a minimum ceiling height of 1.2 m, including earthen floor, both above and below ground, measured to the extreme outer limits of the building;
 - (b) stairways, fire escapes, elevator shafts, and other features, which the Director of Planning considers similar, measured by their gross cross-sectional areas and included in the measurements for each floor at which they are located; and
 - (c) in the case of dwelling uses and live-work use, if the distance from a floor to the floor above or, in the absence of a floor above, to the top of the roof rafters or deck exceeds 4.3 m, an additional amount equal to the area of the floor area below the excess height, except for additional amounts that represent undeveloped floor areas beneath roof elements, which the Director of Planning considers to be for decorative purposes, and to which there is no means of access other than a hatch, residential lobbies, and mechanical penthouses.
- 5.3 Computation of floor space ratio must exclude:
- (a) open residential balconies or sundecks, entry alcoves and any other appurtenances, which in the opinion of the Director of Planning, are similar to

the foregoing, except that the total area of all exclusions must not exceed 8% of the residential floor area being provided;

- (b) patios and roof gardens, if the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses, which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, which are at or below base surface, except that the maximum exclusion for a parking space must not exceed 7.3 m in length;
- (d) undeveloped floor area located above the highest storey or half-storey, with a ceiling height of less than 1.2 m, and to which there is no permanent means of access other than a hatch;
- (e) all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m² for a dwelling unit, there is to be no exclusion for any of the residential storage space above base surface for that unit;
- (f) amenity areas including day care facilities, recreation facilities, and meeting rooms, except that the total area excluded must not exceed 1 000 m²;
- (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 is not to apply to walls in existence before 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 subsection (ii) of this section meets the standards set out therein.

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

- (a) enclosed residential balconies, if the Director of Planning or Development Permit Board first considers all applicable policies and guidelines adopted by Council, and approves the design of any balcony enclosure, except that:
 - (i) the total area of all open and enclosed balcony or sundeck exclusions, must not exceed 8% of the residential floor area being provided, and
 - (ii) enclosure of the excluded balcony floor area must not exceed 50%;
- (b) windows recessed into the building face to a depth of no more than 160 mm, except that the Director of Planning or Development Permit Board may allow a greater depth in cases where it improves building character;
- (c) unenclosed outdoor areas at grade level, underneath building overhangs, if:
 - (i) the Director of Planning or Development Permit Board first considers all applicable policies and guidelines adopted by Council, and approves the design of any overhangs, and
 - (ii) the area of all overhang exclusions does not exceed 1% of the residential floor area being provided;
- (d) despite section 5.2(c), open to below spaces or double height volumes on the second storey units, if the location of the first floor is within 2 m of grade to a maximum of 15% of the floor area of the first floor of that unit, for residential and live-work units;
- (e) features generally on the westerly facades of buildings to reduce solar gain, which may be in the form of french balconies and horizontal extensions; and
- (f) tool sheds, trellises and other garden structures, which support the use of intensive green roofs and urban agriculture, and, despite section 5.2(b), those portions of stairways and elevator enclosures, which are at the roof level providing access to the garden areas.

5.5 The use of floor space excluded under section 5.3 or 5.4, must not include any purpose other than that which justified the exclusion.

Building height

6.1 The building height, measured above base surface and to the top of the roof slab above the uppermost habitable floor, excluding parapet wall, must not exceed 56.25 m.

6.2 Section 10.11 of the Zoning and Development By-law is to apply, except that despite section 10.11 and section 6.1 of this By-law, the Director of Planning or Development Permit Board, as the case may be, may permit a greater height than otherwise permitted for structures, which support the use of intensive green roofs or urban agriculture, such as elevator and stair enclosures, amenity areas, tool sheds, trellises, and other garden structures.

Horizontal angle of daylight

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

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

7.3 Measurement of the plane or planes referred to in section 7.2 must be horizontally from the centre of the bottom of each window.

7.4 If:

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

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

7.5 An obstruction referred to in section 7.2 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 (516).

7.6 A habitable room referred to in section 7.1 does not include:

- (a) a bathroom; or
- (b) a kitchen whose floor area is the lesser of:
 - (i) less than 10% of the total floor area of the dwelling unit, or
 - (ii) less than 9.3 m².

Parking, loading, and bicycle spaces

8. Any development or use of the site requires the provision and maintenance of off-street parking spaces, loading spaces, and bicycle spaces, in accordance with the Parking By-law.

Acoustics

9. 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

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

Force and effect

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

ENACTED by Council this day of October, 2011.

Mayor

City Clerk



The property outlined in black (**█**) is rezoned:
 From **M-2 & FC-1** to **CD-1**

Z-634 (a)

RZ - 1650 Quebec Street

map: 1 of 1
 scale: NTS



City of Vancouver

date: May 2011

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 999 Seymour Street**

After the public hearing on January 15, 2008, Council resolved to amend the Zoning and Development By-law to create a CD-1 zone for 999 Seymour Street. The Director of Planning advises that all prior to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
October 4, 2011



999 Seymour 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-596 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 (515).

2.2 Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (515) and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Dwelling Uses;
- (b) Institutional Uses, limited to Child Day Care Facility, Social Service Centre, and Special Needs Residential Facility;
- (c) Office Uses;
- (d) Retail Uses;
- (e) Service Uses; and
- (f) Accessory Use customarily ancillary to any use permitted by this section 2.2.

Conditions of use

3. Dwelling units are in an "activity zone" as defined in the Noise Control By-law, and, as a result, are subject to noise from surrounding land uses and street activities at levels permitted in industrial and downtown districts.

Floor area and density

4.1 Computation of floor space ratio must assume that the site consists of 1 114.65 m², being the site size at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

4.2 The floor space ratio for all uses must not exceed 9.65, except that approval by the Director of Planning of any dwelling use requires the concurrent or prior approval by the Director of Planning of at least 2 230 m² of office, retail, or service uses.

4.3 Computation of floor space ratio must include all floors having a minimum ceiling height of 1.2 m, 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) open residential balconies or sun decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that the total area of all such exclusions must not exceed 8% of the residential floor area;
- (b) patios and roof gardens only if the Director of Planning first approves the design of sunroofs and walls;
- (c) the floors or portions of floors used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which, in the opinion of the Director of Planning, are similar to the foregoing, which are at or below the base surface, except that the maximum exclusion for a parking space must not exceed 7.3 m in length;
- (d) undeveloped floor area located above the highest storey or half-storey with a ceiling height of less than 1.2 m, and to which there is no permanent means of access other than a hatch;
- (e) residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m² for a dwelling unit, there will be no exclusion for any of the residential storage space above base surface for that unit;
- (f) amenity areas including day care facilities, recreation facilities, and meeting rooms, except that the total area excluded must not exceed 1 000 m² in any building; and
- (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.

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

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

4.6 The use of floor space excluded under section 4.4 or 4.5 must not include any purpose other than that which justified the exclusion.

Height

5. The building height, measured above the base surface and including all rooftop structures such as mechanical penthouse and architectural appurtenances, must not exceed 62.64 m.

Parking, loading, and bicycle parking

6. Any development or use of the site requires the provision, development, and maintenance, in accordance with the requirements of, and relaxations, exemptions and mixed use reductions in, the Parking By-law, of off-street parking, loading, and bicycle parking, and including parking for dwelling uses in accordance with section 4.3.9 of the Parking By-law.

Acoustics

7. 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

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

Force and Effect

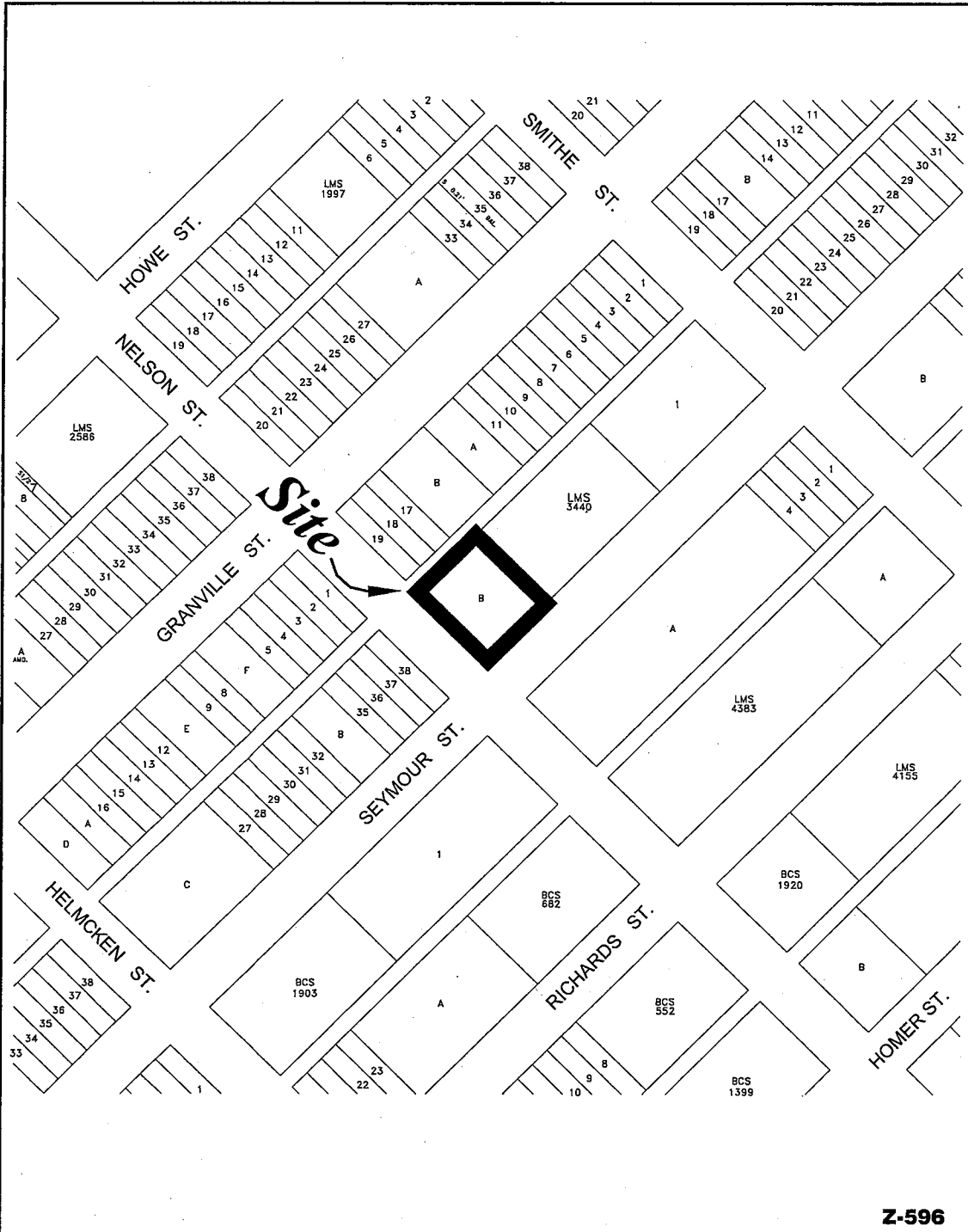
9. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of October, 2011.

Mayor

City Clerk

Schedule A



Z-596

RZ - 999 Seymour Street

map: 1 of 1

scale: NTS



City of Vancouver

date: Dec. 2007

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

At a public hearing on September 19, 2011, Council approved amendments to Zoning and Development By-law 3575 in regards to deconstruction. Enactment of the attached By-law will implement this resolution.

Director of Legal Services
October 4, 2011



Zoning & Development By-law
Amendments Re: Deconstruction
of one and two-family dwellings

BY-LAW NO. _____

A By-law to amend
Zoning and Development By-law No. 3575
regarding deconstruction of one and two-family dwellings

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

1. This By-law amends or adds to the indicated provisions of the Zoning and Development By-law.

2. Council repeals section 5.7 and substitutes:

“5.7 The demolition of any building, except for a building:

- (a) used for residential rental accommodation;
- (b) listed on the Heritage Register; or
- (c) used for residential accommodation in the RS-1, RS-3 and RS-3A, RS-5, RS-6, RS-7 or First Shaughnessy District (FSD),

except that this section 5.7 does not apply to any building that is:

- (i) residential rental accommodation subject to the provisions of section 10.12.3,
- (ii) subject to a demolition order,
- (iii) subject to demolition as a condition of subdivision approval, or
- (iv) used for residential accommodation in the RS-1, RS-3 and RS-3A, RS-5, RS-6, RS-7 or First Shaughnessy District (FSD), not listed on the Heritage Register, and for which a building permit has been issued to demolish by deconstruction.”

3. In section 10.12.4, Council strikes out “and 10.12.7” and substitutes “, 10.12.7 and 10.12.8”.

4. After section 10.12.7, Council adds:

“10.12.8 A building which is a one-family dwelling, one-family dwelling with secondary suite, or two-family dwelling in the RS-1, RS-3 and RS-3A, RS-5, RS-6, RS-7 or First Shaughnessy District (FSD), which is not listed on the Heritage Register, and for which a

building permit has been issued to demolish by deconstruction, is exempted from the provisions of section 10.12.4.”

5. 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.

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

ENACTED by Council this day of October, 2011.

Mayor

City Clerk

EXPLANATION**Building By-law amending by-law
Re: Deconstruction**

The attached By-law will implement Council's resolution of September 19, 2011, to amend the Building By-law to provide for deconstruction of one and two-family homes.

Director of Legal Services
October 4, 2011

79

BY-LAW NO. _____

**A By-law to amend Building By-law No. 9419
regarding permits to demolish by deconstruction**

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

1. This By-law amends the indicated provisions of the Building By-law.
2. In Part 1 of Division A, in Article 1.4.1.2, after the definition of "*Deep foundation*", Council adds:

"Deconstruction means demolition by systematic disassembly of a building resulting in the reuse, recycling or recovery of not less than 75% of all building materials, excluding materials which are hazardous or banned from landfill

Demolition means the action or process of demolishing a building, and includes deconstruction."
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 October, 2011.

Mayor

City Clerk


EXPLANATION

7

Authorization to enter into a Heritage Revitalization Agreement with the owner of 1250 Salsbury Drive

On September 19, 2011, after a public hearing, Council resolved to enter into a By-law to authorize an agreement with the owner of the property at 1250 Salsbury Drive, pursuant to Section 592 of the Vancouver Charter. The Director of Planning has advised that there are no prior to conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
October 4, 2011



1250 Salsbury Drive
The Jeffs Residence

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 1250 Salsbury Drive, and the following legal description:

Parcel Identifier: 006-744-443
Lot 21, EXCEPT THE EAST 22 FEET
Block 45
District Lot 264A
Plan 1510 AND 1771

Parcel Identifier: 006-744-672
Lot 22
Block 45
District Lot 264A
Plan 1510 AND 1771

Parcel Identifier: 006-745-547
Lot 24
Block 45
District Lot 264A
Plan 1510 AND 1771

Parcel Identifier: 006-745-598
Lot 23
Block 45
District Lot 264A
Plan 1510 AND 1771

Parcel Identifier: 006-744-141
Lot 20, EXCEPT THE EAST 10 FEET
Block 45
District Lot 264A
Plan 1510 AND 1771

Parcel Identifier: 006-744-281
THE EAST 22 FEET OF LOT 21
Block 45
District Lot 264A
Plan 1510 AND 1771

contains a heritage building.

Council is of the opinion that the building has sufficient heritage value to justify its 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 15 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)
006-744-443	Lot 21, Except the East 22 Feet, Block 45 District Lot 264A Plans 1510 and 1771
006-744-672	Lot 22, Block 45 District Lot 264A Plans 1510 and 1771
006-745-547	Lot 23, Block 45 District Lot 264A Plans 1510 and 1771
006-745-598	Lot 24, Block 45 District Lot 264A Plans 1510 and 1771
006-744-141	Lot 20, Except the East 10 Feet, Block 45 District Lot 264A Plans 1510 and 1771
006-744-281	The East 22 Feet of Lot 21 Block 45 District Lot 264A Plans 1510 and 1771

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

SEE SCHEDULE

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

- (a) Filed Standard Charge Terms D.F. No.
(b) Express Charge Terms Annexed as Part 2
(c) Release There is no Part 2 of this instrument

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

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

0877671 B.C. LTD. (Incorporation No. 877671)
KAMLAKAR SUKUL and RAMA SUKUL, as to priority

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

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

7. ADDITIONAL OR MODIFIED TERMS:*

N/A

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

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
_____				0877671 B.C. LTD. by its authorized signatories:
(Solicitor/Notary) as to both signatures				Name: _____
				Name: _____
_____				KAMLAKAR SUKUL
Solicitor/Notary				
_____				RAMA SUKUL
Solicitor/Notary				

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/>				CITY OF VANCOUVER by its authorized signatory: <hr/>

OFFICER CERTIFICATION:

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

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

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

**LAND TITLE ACT
FORM E
SCHEDULE**

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

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant	Section 2.1, pages 7- 9	Transferee
Priority Agreement granting above Section 219 Covenant priority over Mortgage BB1749763	Page 15	Transferee
Statutory Right of Way	Article 3, page 11	Transferee
Priority Agreement granting above Section 219 Covenant priority over Mortgage BB1749763	Page 15	Transferee
Equitable Charge	Article 5, page 12	Transferee
Priority Agreement granting above Section 219 Covenant priority over Mortgage BB1749763	Page 15	Transferee

TERMS OF INSTRUMENT - PART 2
Heritage Revitalization Agreement

WHEREAS:

- A. The Owner (as defined below herein) is the registered owner of six parcels of land in City of Vancouver (the "Lands"), with the legal descriptions shown in the Form C - Part 1 part of this document.
- B. There is a house situated on the Lands, known as the "Jeffs Residence", which is considered to be of heritage value (the "Heritage Building").
- C. The Owner wishes to develop the Lands by:
- (i) consolidating them and relocating the Heritage Building within them;
 - (ii) rehabilitating and conserving the Heritage Building as relocated; and
 - (iii) constructing elsewhere thereon three new multiple dwelling (townhouse) buildings, with underground parking,
- and, under application no. DE414450, has applied to the City for a development permit for that purpose (the "DP Application").
- D. In exchange for various City bylaw variations needed for the proposed project as contemplated under the DP Application, the Owner proposes to enter into a heritage revitalization agreement with the City for the rehabilitation and conservation of the Heritage Building in accordance with the DP Application and to accept the designation of the Heritage Building as protected heritage property under the provisions of the *Vancouver Charter* SBC 1953 c.55.

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

ARTICLE 1
DEFINITIONS

1.1 **Definitions.** In this agreement, unless explicitly used differently elsewhere herein, the terms defined in this section have the meanings given to them here:

- (a) "City" means the municipality of the City of Vancouver continued under the *Vancouver Charter* and "City of Vancouver" means its geographic location and area;
- (b) "City's Bank of Record" means the bank or other financial institution the City uses primarily for its banking activities;
- (c) "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 Building as provided for hereunder;

- (d) **“Director of Planning”** means the chief administrator from time to time of the City’s Planning Department and his or her successors in function and their respective nominees;
- (e) **“Development”** means the land development project described above in the recitals hereto to restore and rehabilitate the Heritage Building and construct the New Building on the Lands 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) **“DP Application”** has the meaning given in the introductory paragraphs above herein;
- (h) **“Heritage Building”** has the meaning given above in the introductory paragraphs hereto;
- (i) **“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;
- (j) **“Heritage Designation”** means the City’s designation of the Heritage Building as protected heritage property pursuant to section 593 of the *Vancouver Charter*;
- (k) **“Lands”** has the meaning given above in the introductory paragraphs hereto and includes any other parcels of land into which the Lands may at any time in any way be consolidated or subdivided;
- (l) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c.250;
- (m) **“New Buildings”** means three new multiple dwelling buildings proposed for construction on the Lands under the DP Application;
- (n) **“Owner”** means the registered owner or owners of the Lands;
- (o) **“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;
- (p) **“Rehabilitation Work”** has the meaning given below herein;
- (q) **“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;

- (r) “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 of issuance of the Development Permit, 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 Building 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 Heritage Building is secure from vandalism and occupation by squatters;
- (d) at all times after and while this agreement is registered on title to the Lands, the Owner, at his, her or its expense, will keep the Heritage Building insured to its 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) nobody will in any way use or occupy any of the Heritage Building or 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;
 - (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) nobody will apply for or take any other action to compel the City, and, notwithstanding that the Heritage Building and/or the New Building may be ready for occupancy, the City will be under no obligation to issue any occupancy permit for any of the Heritage Building or the New Buildings or any part of any of them at any time after this agreement is registered on title to the Lands, until:
- (i) the Rehabilitation Work has been completed in accordance herewith;
 - (ii) the Owner, as required above herein, has submitted or caused to be submitted to the Director of Planning a signed written statement prepared by a Heritage Consultant stating explicitly that the Rehabilitation Work has been completed in accordance with the Conservation Plan; and
 - (iii) the City has given the Owner a written notice or confirmation by which the City explicitly accepts or confirms its acceptance that the Rehabilitation Work has been completed;
- (h) the Owner, at his, her or its expense, will do all things reasonably necessary at all times to conserve the heritage characteristics of the Heritage Building and, in any event, to keep it in good condition in all respects as would a reasonable and prudent owner thereof;
- (i) except for maintenance and repair work, the Owner will not and will not suffer or permit anyone else to do anything at anytime to renovate, alter, modify or reconfigure or that will result in any alteration, modification or reconfiguration of the Heritage Building 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 anytime 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 Heritage Building pursuant to the statutory right of way granted to it herein;
- (k) if at any time the Heritage Building is damaged or destroyed, the Owner shall at the Owner's sole expense, repair or replicate the Heritage Building if to do so is lawful and economical. In determining if it is economical to repair or replicate the Heritage Building, the Owner and the City will consider only land and building related economic factors including the cost of repair or replication and the fact that heritage incentives (including those granted pursuant to Article 6 of this agreement) have been granted. If the Owner and the City cannot agree on whether it is economical to repair or replicate the Heritage Building, such question shall be determined by arbitration in accordance with the provisions of the *Commercial Arbitration Act* RSBC 1996 c. 55. If the Owner and the City agree or if an arbitrator(s) determines that it is uneconomical to repair or replicate the Heritage Building, the Owner shall not be obligated to repair or replicate the Heritage Building, but will be restricted to building on the Lands a building of similar form, massing, quality of materials, detailing

and height as the original Heritage Building, and the City shall, at the Owner's expense, execute and deliver an amendment, and to the extent applicable a partial discharge of this agreement to reflect such change in the circumstances;

- (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 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; and
- (m) notwithstanding that the Owner may have otherwise complied with all other preconditions to the issuance of a Development Permit, the City will be under no obligation to issue any Development Permit until the Lands have been consolidated into a single legal parcel at the sole cost and expense of the Owner.

2.2 The City may revoke at anytime any occupancy permit(s) issued for the Heritage Building and/or the New Buildings 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 Heritage 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 Heritage Building is vacated and unoccupied in accordance with this agreement.

2.3 Notwithstanding the occupancy restrictions set out above, the City, in its discretion, may issue occupancy permits for the Heritage Building and/or any of the New Buildings 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 New Buildings 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 Building 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 anytime, 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 to the City, effective at all times from and after the date upon which the City issues the Development Permit, a statutory right of way to enter, be and move about on the Lands:

- (a) to install, maintain, repair and replace on the exterior of the Heritage Building, at the City's expense, and in consultation with the Owner as to location, one commemorative plaque regarding the Heritage Building; and
- (b) 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.

3.2 The statutory right of way granted in the preceding paragraph 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 Building.

**ARTICLE 4
DEBTS OWED TO CITY**

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

- (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 Building, 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 BYLAW VARIATIONS

6.1 The RT-5 District Schedule to the *Zoning and Development By-Law* is hereby varied as follows in respect of the Lands, once consolidated, and as they are to be and as they are developed under the Development Permit:

- (a) Section 4.2.1 shall not apply;
- (b) Section 4.3.1 is hereby varied to permit:
 - (i) a building height for the Heritage Building of 51 feet and 4 storeys; and
 - (ii) a building height for each of the New Buildings of 2 storeys and a partial 3rd storey;
- (c) Section 4.4.1 is hereby varied to permit a front yard with a minimum depth of 17 feet, 7 inches;
- (d) Section 4.5.2 is hereby varied to exclude the application of section 11.1 of the *Zoning and Development By-law* and permit a side yard, along the Charles Street side the Lands, with a minimum depth of 8 feet, 5 inches;
- (e) Section 4.6.1 is hereby varied to eliminate the requirement of a rear yard;
- (f) Section 4.7.1 is hereby varied to permit a floor space ratio of 1.08 (floor space area of 22,118 square feet); and
- (g) Section 4.8.3 shall not apply.

ARTICLE 7 NOTICES

7.1 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 8 GENERAL

8.1 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.

8.2 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.

8.3 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.

8.4 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.

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

8.6 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.

8.7 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.

8.8 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.

8.9 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.

8.10 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.

8.11 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.

8.12 City Approvals. In this agreement, where City "approval", "acceptance", "consent" or similar authorization or agreement is required, unless provided for otherwise in this agreement, such "approval", "acceptance", "consent" or similar City agreement or authority must be provided in writing, by the City departments, employees, officers or designates, as the case may be, that are authorized to provide such "approval", "acceptance", "consent" or similar authorization or agreement. Any purported "approval", "acceptance" "consent" or similar authorization or agreement provided by a City department, employee, officer or designate, as the case may be, that is not authorized to provide the same, shall be of no force or effect.

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charge" means the Mortgage registered under number BB1749763;
- (b) "Existing Chargeholder" means Kamlakar Sukul and Rama Sukul;
- (c) "New Charges" mean the Section 219 Covenant, the Statutory Right of Way and the Equitable Charge contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

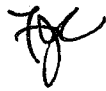
END OF DOCUMENT

EXPLANATION

Heritage Designation By-law
Re: 1250 Salisbury Drive

At a public hearing on September 19, 2011, Council approved a recommendation to designate the structure and exterior envelope, of the improvements and exterior building materials, of a building at 1250 Salisbury Drive as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
October 4, 2011



1250 Salsbury Drive
The Jeffs Residence

BY-LAW NO. _____

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

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

1. Council considers that the real property described as:

Structure and exterior
envelope of the
improvements and
exterior building
materials of the
heritage building

1250 Salsbury Drive
Vancouver, B.C.

Parcel Identifier: 006-744-443
Lot 21, EXCEPT THE EAST 22
FEET
Block 45
District Lot 264A
Plan 1510 AND 1771

Parcel Identifier: 006-744-672
Lot 22
Block 45
District Lot 264A
Plan 1510 AND 1771

Parcel Identifier: 006-745-547
Lot 24
Block 45
District Lot 264A
Plan 1510 AND 1771

Parcel Identifier: 006-745-598
Lot 23
Block 45
District Lot 264A
Plan 1510 AND 1771

Parcel Identifier: 006-744-141
Lot 20, EXCEPT THE EAST 10
FEET
Block 45
District Lot 264A
Plan 1510 AND 1771

Parcel Identifier: 006-744-281
THE EAST 22 FEET OF LOT 21
Block 45
District Lot 264A
Plan 1510 AND 1771

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

**Authorization to enter into a
Heritage Revitalization Agreement
with the owner of 1795 Napier Drive**

After the public hearing on September 19, 2011, Council resolved on September 20, 2011 to enter into a By-law to authorize an agreement with the owner of the property at 1795 Napier Street pursuant to Section 592 of the Vancouver Charter. The Director of Planning has advised that there are no prior-to conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
October 4, 2011



1795 Napier Drive
The Robertson Presbyterian Church

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 1795 Napier Drive, and the following legal description:

Parcel Identifier: 014-938-693
Lot 17
Block 29
District Lot 264A
Plan 1190

Parcel Identifier: 014-938-715
Lot 18
Block 29
District Lot 264A
Plan 1190

Parcel Identifier: 014-938-766
Lot 19
Block 29
District Lot 264A
Plan 1190

contains a heritage building.

Council is of the opinion that the building has sufficient heritage value to justify its 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 14 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)

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):*

NOORT HOLDINGS LTD. (Incorporation No. 0092361)

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.

Execution Date

Officer Signature(s)

Party(ies) Signature(s)

Y	M	D

NOORT HOLDINGS LTD., by its authorized signatory(ies):

Print Name:

Print Name:

(Solicitor) (as to all signatures)

OFFICER CERTIFICATION:

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

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

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

**LAND TITLE ACT
FORM D
EXECUTIONS CONTINUED**

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

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
<hr/> Bruce T. Quayle Solicitor 453 West 12 th Avenue Vancouver, BC, V5Y 1V4 Tel: 604-871-6545				CITY OF VANCOUVER by its authorized signatory: <hr/>

OFFICER CERTIFICATION:

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

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

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

**LAND TITLE ACT
FORM E
SCHEDULE**

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

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant	Article 2, pages 7-11	Transferee
Statutory Right of Way	Article 3, page 11	Transferee
Equitable Charge	Article 5, page 12	Transferee

TERMS OF INSTRUMENT - PART 2
Heritage Revitalization Agreement

WHEREAS:

- A. The Owner (as defined below herein) is the registered owner of the lands in City of Vancouver with the legal descriptions shown in the Form C - Part 1 part of this document (the "Lands").
- B. There is a church building situated on the Lands, known as "The Robertson Presbyterian Church", which is considered to be of heritage value (the "Heritage Building").
- C. The Owner wishes to develop the Lands by:
- (i) modifying and rehabilitating the Heritage Building and converting it to a residential building; and
 - (ii) constructing elsewhere thereon:
 - a. a new six unit (townhouse) Infill Infill Multiple Dwelling, as that term is defined and used in the City's Zoning and Development By-law (the "Infill Infill Multiple Dwelling"); and
 - b. a new Infill One-Family Dwelling, as that term is defined and used in the City's Zoning and Development By-law (the "Infill One-Family Dwelling");
- and, under application no. DE414529, has applied to the City for a development permit for that purpose (the "DP Application").
- D. The Owner proposes that, in exchange for various City bylaw variations needed for the proposed project as contemplated under the DP Application, the Owner will enter into a heritage revitalization agreement with the City for the rehabilitation and conservation of the Heritage Building in accordance with the DP Application and will accept the designation of the Heritage Building as protected heritage property under the provisions of the *Vancouver Charter* SBC 1953 c.55.

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

ARTICLE 1
DEFINITIONS

1.1 Definitions. In this agreement, unless explicitly used differently elsewhere herein, the terms defined in this section have the meanings given to them here:

- (a) "City" means the municipality of the City of Vancouver continued under the *Vancouver Charter* and "City of Vancouver" means its geographic location and area;
- (b) "City's Bank of Record" means the bank or other financial institution the City uses primarily for its banking activities;

- (c) **“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 Building as provided for hereunder;
- (d) **“Director of Planning”** means the chief administrator from time to time of the City’s Planning Department and his or her successors in function and their respective nominees;
- (e) **“Development”** means the land development project described above in the recitals hereto to restore and rehabilitate the Heritage Building and construct the New Building on the Lands 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) **“DP Application”** has the meaning given in the introductory paragraphs above herein;
- (h) **“Heritage Building”** has the meaning given above in the introductory paragraphs hereto;
- (i) **“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;
- (j) **“Heritage Designation”** means the City’s designation of the Heritage Building as protected heritage property pursuant to section 593 of the *Vancouver Charter*;
- (k) **“Infill Infill Multiple Dwelling”** has the meaning given above in the introductory paragraphs hereto;
- (l) **“Infill One-Family Dwelling”** has the meaning given above in the introductory paragraphs hereto;
- (m) **“Lands”** has the meaning given above in the introductory paragraphs hereto and includes any other parcels of land into which the Lands may at any time in any way be consolidated or subdivided;
- (n) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c.250;
- (o) **“New Buildings”** means the Infill Multiple Dwelling and the Infill One-Family Dwelling both;
- (p) **“Owner”** means the registered owner or owners of the Lands;
- (q) **“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;

- (r) “Rehabilitation Work” has the meaning given below herein;
- (s) “*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;
- (t) “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 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 Building 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 Heritage Building is secure from vandalism and occupation by squatters;
- (d) at all times after and while this agreement is registered on title to the Lands, the Owner, at his, her or its expense, will keep the Heritage Building insured to its 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) nobody will in any way use or occupy any of the Heritage Building or 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;
 - (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) nobody will apply for or take any other action to compel the City, and, notwithstanding that the Heritage Building and/or the New Building or any of them may be ready for occupancy, the City will be under no obligation to issue any occupancy permit for any of the Heritage Building or the New Buildings or any part of any of them at any time after this agreement is registered on title to the Lands, until:
- (i) the Rehabilitation Work has been completed in accordance herewith;
 - (ii) the Owner, as required above herein, has submitted or caused to be submitted to the Director of Planning a signed written statement prepared by a Heritage Consultant stating explicitly that the Rehabilitation Work has been completed in accordance with the Conservation Plan; and
 - (iii) the City has given the Owner a written notice or confirmation by which the City explicitly accepts or confirms its acceptance that the Rehabilitation Work has been completed;
- (h) the Owner, at his, her or its expense, will do all things reasonably necessary at all times to conserve the heritage characteristics of the Heritage Building and, in any event, to keep it in good condition in all respects as would a reasonable and prudent owner thereof;
- (i) except for maintenance and repair work, the Owner will not and will not suffer or permit anyone else to do anything at anytime to renovate, alter, modify or reconfigure or that will result in any alteration, modification or reconfiguration of the Heritage Building 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 anytime 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 Heritage Building pursuant to the statutory right of way granted to it herein;
- (k) if at any time for any reason the Heritage Building is damaged in any way or destroyed, the Owner, at his, her or its expense, and to the City's satisfaction,

will repair it or replace it with a replica building, except that if the Owner *bona fide* believes that to do so would be uneconomical, in which case, and if for that reason the Owner wishes to demolish it as damaged or wishes not to replicate it, as the case may be, the Owner, at his, her or its expense, and in consultation with and to the satisfaction of the City, will prepare an economic analysis therefor, but taking into consideration only land related economic factors, such as, for example, but without limitation, the estimated cost to repair or replicate the Heritage Building, as the case may be, the anticipated market value of the repaired or replicated building, the incentives given by the City for this agreement and the 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 Building, 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, 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, then, by explicit written notification, the City will consent to the Owner's wish to not repair or replicate the Heritage Building and will discharge this agreement from title to the Lands and the Owner may request of the City's Mayor and Council that the Heritage Designation be cancelled; 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 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 anytime any occupancy permit(s) issued for the Heritage Building and/or the New Buildings 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 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 Heritage 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 Heritage Building is vacated and unoccupied in accordance with this agreement.

2.3 Notwithstanding the occupancy restrictions set out above in respect of the New Buildings, 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 New Buildings 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 Building 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 anytime, 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 to the City, effective at all times from and after the date upon which the City issues the Development Permit, a statutory right of way to enter, be and move about on the Lands:

- (a) to install, maintain, repair and replace on the exterior of the Heritage Building, at the City's expense, and in consultation with the Owner as to location, one commemorative plaque regarding the Heritage Building; and
- (b) 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.

3.2 The statutory right of way granted in the preceding paragraph 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 Building.

ARTICLE 4 DEBTS OWED TO CITY

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

- (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 Building, 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
BYLAW VARIATIONS**

6.1 The RT-5 District Schedule to the *Zoning and Development By-Law* is hereby varied as follows in respect of the Lands, once consolidated, as they are to be developed under the Development Permit:

- (a) Section 4.2.1 shall not apply;
- (b) Section 4.3.1 is hereby varied to permit:
 - (i) for the Heritage Building a building height of 38.5 feet and 4 storeys in accordance with the Development Permit; and
 - (ii) for the Infill Multiple Dwelling a building height of 2 storeys with a partial 3rd storey in accordance with the Development Permit;
- (c) Section 4.4.1 is hereby varied to permit a front yard with a minimum depth of 15.66 feet, including porches;
- (d) Section 4.5.2 is hereby varied to exclude the application of section 11.1 of the *Zoning and Development By-law* and permit:
 - (i) that, for the Heritage Building, no side yard at Salsbury Dr. is required; and
 - (ii) a side yard at the west side of the Lands with a minimum depth of 4.00 feet;
- (e) Section 4.6.1 is hereby varied so that, for the Heritage Building, no rear yard is required;
- (f) Section 4.7.1 is hereby varied to permit floor space of 13,168 square feet (FSR of approximately 1.08);
- (g) Section 4.8.1 is hereby varied to permit a maximum site coverage of 47%; and
- (h) Section 4.8.3 shall not apply.

ARTICLE 7 NOTICES

7.1 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 8 GENERAL

8.1 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.

8.2 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.

8.3 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.

8.4 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.

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

8.6 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.

8.7 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.

8.8 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.

8.9 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.

8.10 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.

8.11 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.

8.12 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: 1795 Napier Drive

After a public hearing on September 19, 2011, on September 20, 2011 Council approved a recommendation to designate the structure and exterior envelope, of the improvements and exterior building materials, of a building at 1795 Napier Drive as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
October 4, 2011

Age

1795 Napier Drive
The Robertson Presbyterian Church

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 heritage building The Robertson Presbyterian Church	1795 Napier Drive	Parcel Identifier: 014-938-693 Lot 17 Block 29 District Lot 264A Plan 1190
		Parcel Identifier: 014-938-715 Lot 18 Block 29 District Lot 264A Plan 1190
		Parcel Identifier: 014-938-766 Lot 19 Block 29 District Lot 264A Plan 1190

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

**2012 - 2014 Capital Plan
Questions Authorization By-law**

The attached By-law will implement Council's resolution of October 4, 2011 regarding the 2012 - 2014 Capital Plan Questions.

Director of Legal Services
October 4, 2011

BY-LAW NO. _____

**A By-law to authorize questions for the assent
of electors regarding the 2012 - 2014 Capital Plan**

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

1. Council authorizes putting to the electors, under section 245 of the *Vancouver Charter*, the following questions with respect to the following matters:

“1. COMMUNITY FACILITIES AND PARKS

This question seeks authority to borrow funds to be used in carrying out the basic capital works program with respect to Community Facilities and Parks.

Are you in favour of Council having the authority, without further assent of the electors, to pass by-laws between January 1, 2012 and December 31, 2014 to borrow an aggregate \$65,800,000 for the following purposes?

A. Community Facilities

To provide for major maintenance, upgrading or replacement of existing community facilities, such as libraries, recreation facilities, cultural facilities, affordable housing, social facilities and childcare centres, that are beyond economical repair or no longer meet operational requirements, and provision of new community facilities to serve Vancouver’s growing population.....\$58,600,000

B. Parks

To provide for major maintenance, upgrading or replacement of existing parks and features within parks, such as pathways, playgrounds and playfields, that are beyond economical repair or no longer meet operational requirements \$7,200,000

Total \$65,800,000

If this question receives the assent of the electors, Council has the power, without further assent of the electors, to pass by-laws, as and when Council considers appropriate, to borrow money for the projects described up to \$65,800,000.

2. TRANSPORTATION

This question seeks authority to borrow funds to be used in carrying out the basic capital works program with respect to Transportation.

Are you in favour of Council having the authority, without further assent of the electors, to pass by-laws between January 1, 2012 and December 31, 2014 to borrow an aggregate \$66,300,000 for the following purposes?

A. Street and Bridge Infrastructure

To provide for major maintenance and reconstruction of the street and lane networks, and to undertake major maintenance of bridges and other structures.....\$41,150,000

B. Transit and Safety Improvements

To provide for modifications to the arterial and neighbourhood transportation networks, and to expand and make safety improvements to the system of greenways and cycle routes
..... \$8,500,000

C. Street Lighting, Traffic Signals and Communications Systems

To provide for major maintenance, replacement and expansion of the street lighting, traffic signal and communications systems that are beyond economical repair or no longer meet operational requirements\$16,650,000

Total\$66,300,000

If this question receives the assent of the electors, Council has the power, without further assent of the electors, to pass by-laws, as and when Council considers appropriate, to borrow money for the projects described up to \$66,300,000.

3. PUBLIC SAFETY AND CIVIC FACILITIES

This question seeks authority to borrow funds to be used in carrying out the basic capital works program with respect to Public Safety and Civic Facilities.

Are you in favour of Council having the authority, without further assent of the electors, to pass by-laws between January 1, 2012 and December 31, 2014 to borrow an aggregate \$47,700,000 for the following purposes?

A. Public Safety Facilities

To provide for major maintenance, upgrading or replacement of existing public safety facilities, such as fire halls and police buildings, that are beyond economical repair or no longer meet operational requirements \$13,200,000

B. Civic Facilities

To provide for major maintenance, upgrading or replacement of existing civic facilities and infrastructure, such as information technology systems, civic offices and maintenance yards, that are beyond economical repair or no longer meet operational requirements \$34,500,000

Total \$47,700,000

If this question receives the assent of the electors, Council has the power, without further assent of the electors, to pass by-laws, as and when Council considers appropriate, to borrow money for the projects described up to \$47,700,000."

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