

EXPLANATION**2012 Taxation Exemption By-law
Re: Seniors Housing**

On February 23, 1995, Council approved permissive property tax exemptions for certain seniors housing properties, as described in a policy report dated February 1, 1995, and instructed the Director of Legal Services "to submit annual exempting by-laws in that regard, with the by-laws reflecting any changes in property status from the previous year". The Director of Finance has requested the attached By-law.

Director of Legal Services
November 1, 2011



BY-LAW NO. _____

**A By-law to exempt from taxation certain lands
and improvements pursuant to
section 396 of the Vancouver Charter**

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

1. Pursuant to section 396(1)(g) of the Vancouver Charter, Council exempts from real property taxation for the year 2012 the following lands and improvements:

2012 EXEMPT SENIORS HOUSING

<u>Name and Address No.</u>	<u>Assessment Roll No</u>	<u>Legal Description</u>	<u>Parcel Identifier Numbers</u>
The Baptist Foundation of BC 125 6165 Highway 17 Delta V4K 5B8	024-266-772-26-0000	Lot 1 Block 3 District Lot 336 Plan BCP 13061	026-038-218
The Baptist Foundation of BC 125 6165 Highway 17 Delta V4K 5B8	024-765-266-06-0000	Lot A, Block 3, District Lot 336, Plan LMP42065	024-525-511
The Baptist Housing Society of BC 125 6165 Highway 17 Delta V4K 5B8	014-631-232-04-0000	Lot 2, Block 71, District Lot 264A, Plan 11322	009-116-796
Baptist Housing Society of BC 125 6165 Highway 17 Delta V4K 5B8	013-654-184-74-0000	Lots 4 and 5 and 6, Block 32, District Lot 302, Plan 198	015-549-364 015-549-356 015-549-348
Beulah Garden Homes Society 3350 East 5 th Avenue Vancouver V5M 1P4	021-634-300-04-0000	Lot C, Section 29 THSL, Plan BCP23618	026-666-511
Beulah Garden Homes Society 3350 East 5 th Avenue Vancouver V5M 1P4	021-634-300-39-0000	Lot A, Block 91, Section 29, Town of Hastings Suburban Lands, Plan 3672	012-336-858

Beulah Garden Homes Society 3350 East 5 th Avenue Vancouver V5M 1P4	021-634-300-52-0000	Lot B, Section 29 THSL, Plan BCP23618	026-666-502
Beulah Garden Homes Society 3350 East 5 th Avenue Vancouver V5M 1P4	021-634-300-92-0000	Lot A, Section 29 THSL, Plan BCP23618	026-666-499
Broadway Pentecostal Benevolent Association of British Columbia 2700 East Broadway Vancouver V5M 1Y8	021-650-274-27-0000	Lot D, Block 22, Section 34, North Half, Town of Hastings Suburban Lands, Narrative Plan 15011	007-711-565
Calling Foundation A-3263 Blenheim Street Vancouver BC V6L 2X7	004-710-072-06-0000	Lot A (Explanatory Plan 7180), Block J District Lot 2027, Plan 5702	011-090-235
Chau Luen Kon Sol Society of Vancouver 325 Keefer Street Unit 102 Vancouver V6A 1X9	013-192-592-92-0000	Lot B, Block 122, District Lot 196, Plan 13208	008-706-221
Christ Church of China 300 East Pender Street Vancouver V6A 1T9	013-192-592-04-0000	Lot A, Block 122, District lot 196, Plan 13208	008-706-212
Columbus Charities Association 5233 Joyce Street, Suite 407 Vancouver V5R 4G9	023-306-720-45-0000	Lot 2, Blocks 69, 70 and 155 to 157, District Lot 37, Plan 13188	008-721-670
Finnish Canadian Rest Home Association 2288 Harrison Drive Vancouver V5P 2P6	025-828-251-94-0000	Lots 12 to 15 and B, Block 23, Fraserview, Plans 20067 and 8574	006-862-632 010-041-842 010-041-851 010-041-877 010-041-885
Finnish Canadian Rest Home Association 2288 Harrison Drive Vancouver V5P 2P6	025-828-258-06-0000	Lot F, Block 24, Fraserview, Plan LMP7749	018-035-361

HFBC Housing Foundation 101-1025 13 th Ave W Vancouver V6N 1N1	027-605-113-66-0000	Lot 3, Block 58, District Lot 185, Plan 92	015-757-366
HFBC Housing Foundation 101-1025 13 th Ave W Vancouver V6N 1N1	002-638-077-07-0000	Lot D, Block 221, District Lot 526 Plan 13958	007-987-072
HFBC Housing Foundation 101-1025 13 th Ave W Vancouver V6N 1N1	014-641-234-20-0000	Lot 11, Except part in Explanatory Plan 17049, and Lot 12, except part in Ref Plan 1708 and part in Explanatory Plan 17049 of the north 1/2 of Lot B, Block 154, District Lot 264A, Plans 1141 and 1771	014-875-829 014-877-261
HFBC Housing Foundation 101-1025 13 th Ave W Vancouver V6N 1N1	002-648-078-05-0000	Lots 19 and 20, Block 302, District Lot 526 Plan 1058	15-014-878 015-014-860
HFBC Housing Foundation 101-1025 13 th Ave W Vancouver V6N 1N1	014-665-230-68-0000	Lot 30 of Lot D, Block 160, District Lot 264A, Plan 10940	009-226-885
HFBC Housing Foundation 101-1025 13 th Ave W Vancouver V6N 1N1	014-670-230-83-0000	Lot 28 of Lot D, Block 160, District Lot 264A, Plan 10940	009-226-869
HFBC Housing Foundation 101-1025 13 th Ave W Vancouver V6N 1N1	014-670-230-89-0000	Lot 29 of Lot D, Block 160, District Lot 264A, Plan 10940	009-226-877
HFBC Housing Foundation 101-1025 13 th Ave W Vancouver V6N 1N1	014-683-230-82-0000	Lot F, Block 171, District Lot 264A, Plan 13858	008-003-408
HFBC Housing Foundation 101-1025 13 th Ave W Vancouver V6N 1N1	023-722-283-48-0000	Lot B, District Lot 37, Plan LMP16032	018-710-247
King Edward Court Society 2751 West King Edward Ave Vancouver V6L 1T8	004-710-072-95-0000	Lot E, Block G, District Lot 2027, Plan 16624	007-396-953

M. Kopernik (Nicolaus Copernicus) Foundation 3150 Rosemont Drive Vancouver V5S 2C9	025-817-300-22-0000	The westerly 217 feet only of Lot 44, District Lot 334, Plan 14240 (which portion is used as a low rental apartment for seniors & has the civic address of 3132 Rosemont Drive)	007-881-002
Mennonite Senior Citizens Society of British Columbia 1750 East 41 st Avenue Vancouver V5P 4N5	019-755-237-51-0000	Lot A, Blocks 1 and 2, District Lot 717, Plan 14859	007-719-230
Mount Pleasant Housing Society 325 6 th Avenue East, Suite 401 Vancouver V5T 1J9	013-645-194-47-0000	Lot C, Block 28, District Lot 200A, Plan 197(Explanatory Plan 9473)	012-145-564
New Chelsea Society 101 - 3640 Victoria Drive Vancouver V5N 5P1	014-270-670-95-0000	Lot 1 of Lot B, Block 166, District Lot 264A, Plan 8570	010-017-712
New Chelsea Society 101 - 3640 Victoria Drive Vancouver V5N 5P1	014-693-253-64-0000	Lot 1, Blocks D and 13, Plan 13938, District Lot 195, Except Firstly part in SRW Plan 17162 and Secondly Portion in BCP10046	007-990-278
Odd Fellows Low Rental Housing Society 12-5174 Hastings Street Burnaby BC V5B 1P6	023-318-725-95-0000	Lot 26, Blocks 3 and 4, District Lot 49, Plan 12672	008-822-808
Parish of St. Paul Vancouver c/o Colliers Macaulay - Mr. R. Fram 1910 - 200 Granville Street Vancouver V6C 2R6	027-609-117-44-0000	Lots 4 West Half and 5, Block 37, District lot 185, Plan 92	015-741-010 015-741-001
Roman Catholic Archbishop of Vancouver 150 Robson Street Vancouver V6B 2A7	013-596-196-49-0000	Lots 19 to 25, Block 85, District Lot 196, Plan 196	015-565-572 015-565-599 015-565-602 015-565-611 015-565-637 015-565-645 015-565-653

Society for Christian Care of the Elderly 700 - 1190 Melville Street Vancouver V6E 3W1	027-613-119-54-0000	Lot 2, Block 12, District Lot 185, Plan 14172	008-477-426
Soroptimist Club of Vancouver BC c/o Ascent Real Estate Management 2176 Willingdon Ave Burnaby, BC V5C 5Z9	007-683-165-54-0000	Lot A of Lot 5, Block 440, District Lot 526 Plan 5484	011-143-142
South Amherst Housing Society c/o Atira Property Management 405 Powell Street Vancouver V6A 1G7	025-244-805-96-0000	Lot 8, Block 2, Fraserview, Plan 8393	010-113-606
The V E L Housing Society 1717 Adanac Street, Ste 101 Vancouver V5L 4Y9	014-577-259-06-0000	Lots 1-3, Block 20, District Lot 184, Plan 178	015-684-695 015-684-709 015-684-717
The V E L Housing Society 101 - 1717 Adanac Street Vancouver V5L 4Y9	014-596-250-04-0000	Lot E, 2 & 3 of Lot 8 Block D, District Lot 183, Plan 6254 & 729	010-924-281 015-163-512 015-163-539
Ukranian Senior Citizens Housing Society 7007 Kerr Street Vancouver V5S 3E2	025-300-810-95-0000	Lot 3 of Lot A, Block 71, Fraserview, Plan 11199	009-127-682
Vancouver Kiwanis Senior Citizens Housing Society P O Box 3022 Stn Terminal Vancouver V6B 3X5	025-300-811-05-0000	North 1/2 of Lot 4 of Lot A, Block 71, Fraserview, Plan 11199	009-127-691
Vancouver Kiwanis Senior Citizens Housing Society P O Box 3022 Stn Terminal Vancouver V6B 3X5	012-125-832-84-0000	Lot B, Block E, District Lot 318, Plan 13136	008-724-482

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

ENACTED by Council this day of , 2011

Mayor

City Clerk

EXPLANATION

**Noise Control By-law amending By-law
Re: 2402 East Broadway**

This amendment, approved by Council on July 8th and 10th, 2008, adds 2402 East Broadway to the Noise Control By-law.

Director of Legal Services
November 1, 2011

2402 East Broadway

Yoh BY-LAW NO. _____

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

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

1. To Schedule B of By-law No. 6555, at the end, Council adds:
"CD-1 (513) By-law No. 10382 2402 East Broadway"
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2011

Mayor

City Clerk

EXPLANATION

Heritage Designation By-law
Re: 1196 West 59th Avenue

After a public hearing on October 18, 2011, Council approved a recommendation to designate the structure and exterior envelope, of the improvements and exterior building materials, of a building at 1196 West 59th Avenue as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
November 1, 2011

1196 West 59th Avenue
The Ramsay 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 The
Ramsay Residence

1196 West 59th Avenue
Vancouver, B.C.

Parcel Identifier: 013-094-181
Lot 1 of 5
Block 1001
District Lot 526
Plan 3148

Parcel Identifier: 013-094-203
Lot 2 of 5
Block 1001
District Lot 526
Plan 3148

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

4

Authorization to enter into a Heritage Revitalization Agreement with the owner of 1196 West 59th Avenue

After the public hearing on October 18, 2011, Council resolved on October 18, 2011 to enter into a By-law to authorize an agreement with the owner of the property at 1196 West 59th Avenue, 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
November 1, 2011

1196 West 59th Avenue
The Ramsay 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 1196 West 59th Avenue, and the following legal description:

Parcel Identifier: 013-094-181
Lot 1 of 5
Block 1001
District Lot 526
Plan 3148

Parcel Identifier: 013-094-203
Lot 2 of 5
Block 1001
District Lot 526
Plan 3148

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 has 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 20 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):*

JOHN BENEDYKT GAYLIE, as to an undivided 1/2 interest and **GAIL LYNN ARRISON**, as to an undivided 1/2 interest
HSBC BANK CANADA, as to Priority
CIBC MORTGAGES INC., 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	
_____ (Solicitor)	11			_____ JOHN BENEDYKT GAYLIE
_____ (Solicitor)	11			_____ GAIL LYNN ARRISON

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	
_____	11			HSBC BANK CANADA , by its authorized signatory(ies): _____ Print Name:
(Solicitor) (as to all signatures)				_____ Print Name:
_____	11			CIBC MORTGAGES INC. , by its authorized signatory(ies): _____ Print Name:
(Solicitor) (as to all signatures)				_____ Print Name:

OFFICER CERTIFICATION:

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

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

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

**LAND TITLE ACT
FORM D
EXECUTIONS CONTINUED**

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

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
	11			CITY OF VANCOUVER by its authorized signatory:

 Bruce T. Quayle
 Solicitor
 453 West 12th Avenue
 Vancouver, BC, V5Y 1V4
 Tel: 604-871-6545

OFFICER CERTIFICATION:

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

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

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

**LAND TITLE ACT
FORM E
SCHEDULE**

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

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant	Article 2, pages 8-12	Transferee
Priority Agreement granting above Section 219 Covenant priority over Mortgage CA935665	Page 18	Transferee
Priority Agreement granting above Section 219 Covenant priority over Mortgage CA1980308	Page 19	Transferee
Section 219 Covenant	Article 3, pages 13	Transferee
Priority Agreement granting above Section 219 Covenant priority over Mortgage CA935665	Page 19	Transferee
Priority Agreement granting above Section 219 Covenant priority over Mortgage CA1980308	Page 20	Transferee
Statutory Right of Way	Article 4, page 13	Transferee
Priority Agreement granting above Statutory Right of Way priority over Mortgage CA935665	Page 19	Transferee
Priority Agreement granting above Statutory Right of Way priority over Mortgage CA1980308	Page 20	Transferee
Equitable Charge	Article 6, page 14	Transferee
Priority Agreement granting above Equitable Charge priority over Mortgage CA935665	Page 19	Transferee
Priority Agreement granting above Equitable Charge priority over Mortgage CA1980308	Page 20	Transferee

TERMS OF INSTRUMENT - PART 2
Heritage Revitalization Agreement

WHEREAS:

- A. The Owner (as defined below herein) is the registered owner of the lands at 1196 West 59th Avenue in City of Vancouver (the “Lands”), which have the legal description shown in the Form C - Part 1 part of this document.
- B. There is a single family residential building situated on the Lands, known as “The Ramsay Residence”, which is considered to be of heritage value (the “Heritage Building”) and is listed in category “B” of the City’s Heritage Register.
- C. The Owner wishes to develop the Lands by:
- (i) re-positioning the Heritage Building on the Lands;
 - (ii) rehabilitating the Heritage Building and adding to it a secondary suite;
 - (iii) subdividing the Lands into two new parcels so that the Heritage Building, as repositioned, will be located on one new parcel created by the proposed subdivision; and
 - (iv) constructing on the other new parcel created by the proposed subdivision a new One-Family Dwelling with secondary suite,
- and, under development permit application no. DE414312, the Owner has applied to the City for a development permit for that purpose (the “DP Application”).
- D. The Owner proposes to enter into a heritage revitalization agreement and accept the designation of the Heritage Building as protected heritage property under the provisions of the *Vancouver Charter SBC 1953 c.55* in exchange for various City by-law variations needed for the proposed project as contemplated under the DP Application.

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 proposed project as described above in the introductory paragraphs 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 above in the introductory paragraphs hereto;
- (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) **“Heritage Parcel”** means the parcel of lands to be created by the Subdivision upon which the Heritage Building will be situated;
- (l) **“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;
- (m) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c.250;
- (n) **“New Building”** means the new One-Family Dwelling, as that term is used in the City’s *Zoning and Development By-law*, proposed for construction on the Lands under the DP Application;
- (o) **“Non-Heritage Parcel”** means the parcel of land to be created by the Subdivision, upon which the New Building will be situated;
- (p) **“Owner”** means the registered owner or owners of the Lands;

- (q) “rehabilitate” and “rehabilitation” mean the planning and carrying out of 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 real property heritage feature so as to revitalize it and extend its life and use as such;
- (r) “Rehabilitation Work” has the meaning given below herein;
- (s) “Subdivision” means a subdivision of the Lands into two new parcels, one for the Heritage Building and one for the New Building, as contemplated under the DP Application and described above in the introductory paragraphs hereto;
- (t) “*Subdivision By-law*” means the City’s *Subdivision By-Law No. 5208* and any amendments thereto and replacements thereof;
- (u) “*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;
- (v) “*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 the Heritage Building or the New Building or any part of either of them at any time after this agreement is registered on title to the Lands, unless and until:
 - (i) the Subdivision has been duly effected;
 - (ii) the City has issued occupancy permits therefor;
 - (iii) the Rehabilitation Work has been completed in accordance herewith;
 - (iv) 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
 - (v) 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 either of them at any time after this agreement is registered on title to the Lands, until:
 - (i) the Subdivision has been duly effected;
 - (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;
- (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 Building prior to completion of the Rehabilitation Work, unless such occupancy permit(s) was obtained in accordance with this agreement, and in such circumstances the Owner, on reasonable notice from the City, will ensure that anyone occupying any part of any such building vacates it immediately on such revocation of occupancy permit(s), and if anyone continues to occupy any portion of any part of the Heritage Building and/or the New Building in contravention of such revocation, this agreement and any applicable City bylaws, the City, at the Owner's expense, may pursue all remedies available to it, including, without limitation, injunctive relief, to ensure that the Heritage Building and/or the New Building, as the case may be, is or are vacated and unoccupied in accordance with this agreement.

2.3 Notwithstanding the occupancy restrictions set out above in respect of the New Building, the City, in its discretion, may issue occupancy permits therefor and on that basis it 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 or HSBC Canada 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.

2.7 The City, at the Owner's expense, within a reasonable time of the Owner's request, after the Rehabilitation Work is competed in accordance herewith and thereafter occupancy permits for full occupancy of the Heritage Building, as rehabilitated, and the New Building , will discharge the Section 219 covenant contained in paragraph 3.1 hereof from title to the Lands.

**ARTICLE 3
SECTION 219 COVENANT
NO SEPARATE SALE**

3.1 Pursuant to Section 219 of the *Land Title Act*, the Owner covenants and agrees, as a covenant and agreement running with, charging and binding the Lands, that no portion of the Lands, including, without limitation, the Heritage Parcel and the Non-Heritage Parcel, will at any time be sold separately from any other portion of the Lands and all of the Lands, including, without limitation, the Heritage Parcel and the Non-Heritage Parcel together, will at all times be owned by the same person or persons.

3.2 The City, at the Owner's expense, within a reasonable time of the Owner's request, after the Rehabilitation Work is competed in accordance herewith and thereafter a final occupancy permit for full occupancy of the Heritage Building, as rehabilitated, has been issued, will discharge from, as the case may be, the Lands or the Heritage Parcel and the Non-Heritage Parcel the Section 219 covenant contained in paragraph 3.1 hereof from title to the Lands.

**ARTICLE 4
STATUTORY RIGHT OF WAY**

4.1 Pursuant to Section 218 of the *Land Title Act*, the Owner hereby grants to the City, effective at all times from and after the 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.

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

4.3 Notwithstanding any other provision of this agreement, nothing herein obligates the City to exercise any of the rights granted to it by way of the statutory right of way contained herein to rehabilitate, conserve or replace the Heritage Building.

**ARTICLE 5
DEBTS OWED TO CITY**

5.1 If the City, pursuant to this agreement, enters upon the Lands or any of them to perform any of the Owner's 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 6
EQUITABLE CHARGE**

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

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

ARTICLE 7 BY-LAW VARIATIONS

General

7.1 Section 10.1 of the *Zoning and Development By-Law* is hereby varied in respect of the Lands to permit, prior to the Subdivision and during construction of the New Building in accordance with the DP Application and rehabilitation of the Heritage Building hereunder, two principle buildings on the Lands if and when they are consolidated.

7.2 Section 10.7.1(a) of the *Zoning and Development Bylaw* is hereby varied in respect of the Lands so that the Director of Planning may allow steps in any side yard thereon.

7.3 Section 10.7.1(b) of the *Zoning and Development Bylaw* is hereby varied in respect of the Lands so that the Director of Planning may allow eaves, gutters, sills, chimneys and other similar projections to project more than 540 mm, measured horizontally, into any required or pemitted yard.

The Heritage Parcel

7.4 The RS-1 District Schedule to the *Zoning and Development By-Law* is hereby varied in respect of the Heritage Parcel, as follows:

- (a) Section 4.3.1 is hereby varied to permit the Heritage Building to be a height of 38.33 feet and 3 storeys;
- (b) Subsections 4.3.1 (a) and (b) shall not apply in respect of the Heritage Building;
- (c) Section 4.4 is hereby varied to permit a front yard with a minimum depth of 20.25 feet, including porches;
- (d) Section 4.5.1 is hereby varied to permit an east side yard with a minimum depth of 3.80 feet;
- (e) Section 4.5.2 is hereby varied to permit a west side yard with minimum depth of 3.50 feet;
- (f) Section 4.6 is hereby varied to permit a rear yard with a minimum depth of 31.77 feet;
- (g) Section 4.7.1 is hereby varied to permit a total building floor area for all floors combined of 6,428 sq. ft. (approximately 0.96 FSR) and a total above finished grade floor area, for all such floors, of 4,586 sq. ft.;
- (h) Section 4.7.1(g) is hereby varied to permit the exclusion from the calculation of building floor area a 640 sq. ft. covered porch floor and the undeveloped area thereunder;

- (i) Section 4.8 is hereby varied to permit site coverage for all buildings combined a total of 2,915 sq. ft. (approximately 43.5% of the Heritage Parcel area);
- (j) Section 4.16 is hereby varied to permit for the Heritage Building a building depth, that is, the distance occupied thereby between the front and year yards, of 65.7 feet; and
- (k) Section 4.17 shall not apply.

The Non-Heritage Parcel

7.5 The *Subdivision By-law* is hereby varied to permit for the Non-Heritage Parcel, after the Subdivision, a parcel width of 32 feet.

7.6 The RS-1 District Schedule to the *Zoning and Development By-Law* is hereby varied in respect of the Non-Heritage Parcel, as follows:

- (a) Section 4.4 is hereby varied to permit a front yard with a minimum depth of 20.25 feet;
- (b) Section 4.6 is hereby varied to permit a rear yard with a minimum depth of 36.60 feet;
- (c) Section 4.7.1 is hereby varied to permit a total building floor area for all floors combined of 3,441 sq. ft. (approximately 0.88) and a total above finished grade floor area, for all such floors combined, of 2,241 sq. ft.);
- (d) Section 4.8 is hereby varied to permit site coverage for all buildings combined a total of 1,600 sq. ft. (approximately 42% of the Non-Heritage Parcel area);
- (e) Section 4.16 is hereby varied to permit for the New Building a building depth, that is, the distance occupied thereby between the front and year yards, of 62.9 feet; and
- (f) Section 4.17 shall not apply.

7.7 Section 11.24.3 of the *Zoning and Development By-law* is hereby varied in respect of the Non-Heritage Parcel to permit it to be a minimum width of 32 feet with a laneway house situated thereon.

ARTICLE 8 RELEASE FROM NON-HERITAGE PARCEL

8.1 The City, at the Owner's expense, within a reasonable time of the Owner's request, will release this agreement from title to the Non-Heritage Parcel in the following circumstances:

- (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;
- (iv) a final occupancy permit has been issued for full occupancy of the Heritage Building;
- (v) the Owner is not in any way in breach of this agreement; and
- (vi) the Owner does not owe any money to the City pursuant to this agreement.

8.2 If under this Article 8 this agreement is released from title to the Non-Heritage Parcel, any and all future development of the Non-Heritage Parcel will be subject to applicable City by-laws and the Non-Heritage Parcel may not be developed in accordance with this agreement.

ARTICLE 9 NOTICES

9.1 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 10 GENERAL

10.1 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.

10.2 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.

10.3 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.

10.4 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.

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

10.6 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.

10.7 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.

10.8 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.

10.9 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.

10.10 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.

10.11 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.

10.12 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 CA935665;
- (b) "Existing Chargeholder" means HSBC Bank Canada;
- (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.

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charge" means the Mortgage registered under number CA1980308;
- (b) "Existing Chargeholder" means CIBC Mortgages Inc.;
- (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

**Vehicles for Hire By-law amending By-law
regarding Car-Sharing**

The attached By-law will implement Council's resolution of October 4, 2011, to exempt the operation of car-sharing vehicles.

Director of Legal Services
November 1, 2011

BY-LAW NO. _____

A By-law to amend
Vehicles for Hire By-law No. 6066
regarding Car-Sharing Vehicles

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

- 1. This By-law amends the indicated sections of the Vehicles for Hire By-law.
- 2. In section 2, Council adds the following definitions in the correct alphabetical location:
 - “ “Car-Sharing Organization” means a legal entity whose principal business is to provide car-sharing vehicles, which are available 24 hours a day, 7 days a week, at publicly accessible locations, and which are charged out at a set rate, inclusive of insurance and fuel costs, to members who pay a membership fee to the organization.”; and
 - “ “Car-Sharing Vehicle” means a four-wheeled automobile, van or pick-up truck owned and operated by a car-sharing organization.”
- 3. In section 4, at the end of subsection (c), Council strikes out “.” and adds:
 - “; and
 - (d) the operation of any car-sharing vehicle.”
- 4. This By-law is to come into force and take effect on the date of enactment.

ENACTED by Council this _____ day of _____, 2011

Mayor

City Clerk

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 7101-7201 Granville Street (Shannon Mews)**

After the public hearing on July 26, 27 and 28, 2011, Council approved a recommendation to approve a Housing Agreement for 7101-7201 Granville Street. Enactment of the attached By-law will implement that resolution, and authorize Council to enter into a Housing Agreement with the land owner.

Director of Legal Services
November 1, 2011

7101-7201 Granville Street
Shannon Mews



BY-LAW NO. _____

**A By-law to enact a Housing Agreement
for 7101-7201 Granville Street**

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

1. Council authorizes the City to enter into a Housing Agreement with the owner of certain lands described as:

PID: 015-978-982

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

in substantially the form and substance of the Housing 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 12 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

Signature of Agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)

(LEGAL DESCRIPTION)

015-978-982

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

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant	Entire Instrument, Pages 1 - 11	Transferee
Priority Agreement granting above Section 219 Covenant priority over Mortgage BF367284, as modified by BF367286 and BL90964 and the Assignment of Rents BF367285, as modified by BF367287 and BL90965	Page 12	Transferee

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):*

WALL FINANCIAL CORPORATION (Inc. No. 130394) and
CANADIAN IMPERIAL BANK OF COMMERCE (as to Priority)

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

CITY OF VANCOUVER, a municipal corporation, 453 West 12th Avenue, Vancouver, British
Columbia, V5Y 1V4

7. ADDITIONAL OR MODIFIED TERMS:*

N/A

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

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

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

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

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

LAND TITLE ACT
FORM D
EXECUTIONS CONTINUED

Officer Signature(s) Execution Date Party(ies) Signature(s)

Y	M	D
11		

CANADIAN IMPERIAL BANK OF
COMMERCE by its
authorized signatory(ies):

Name:

Title:

Name:

Title:

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.

TERMS OF INSTRUMENT - PART 2

**1701 - 7201 Granville Street
Block C**

WHEREAS:

A. It is understood and agreed that this instrument and Agreement, dated for reference October 15, 2011, shall be read as follows:

- (i) the Transferor, Wall Financial Corporation, is called the "Owner" as more particularly defined in section 1.1; and
- (ii) the Transferee, City of Vancouver, is called the "City" or the "City of Vancouver" when referring to corporate entity and "Vancouver" when referring to geographic location;

B. The Owner is the registered and beneficial owner of the Lands;

C. The Owner has applied to rezone the Lands from RS-6 (one-family dwelling) to CD-1 (Comprehensive Development) (the "Rezoning") to enable construction of a new public park, seven new residential buildings and renovations to the existing mansion, gatehouse and coach house and related amenities and services (the "Development"), and following public hearings on July 26, 27 and 28, 2011, the City's Council approved the Rezoning subject to a number of conditions, including that the Owner execute a housing agreement to secure 202 market rental units as rental on a month-to-month or longer basis, on terms satisfactory to the Director of Legal Services and Assistant Director of Social Infrastructure, including that those dwelling units be secured for a term of 60 years or for the life of the building, whichever is greater, and be subject to a non-stratification covenant and no-separate-sales covenant (the "Rental Housing Condition"); and

D. The Owner and the City are now entering into this Agreement to satisfy the Rental Housing Condition.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge and agree to) the Owner and the City, pursuant to Section 565.2 of the *Vancouver Charter* and to Section 219 of the *Land Title Act*, agree as follows in respect of the use of the Lands and the Building:

1. Definitions. In this Agreement the following terms have the definitions now given:

- (a) "Agreement" means this housing agreement and building use covenant, including the foregoing Recitals;

- (b) "**Block C**" means the seven and eight storey building to be located in the south east corner of the Lands in the approximate location shown on the sketch plan attached as Schedule A hereto and marked with the letter C inside a circle;
- (c) "**Building**" means each new building or structure to be built on the Lands as contemplated by the Development Permit, including Block C, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (d) "**City Personnel**" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (e) "**Development**" has the meaning ascribed to that term in Recital C;
- (f) "**Development Permit**" means any development permit given by the City to enable the Development of the Lands as contemplated by the Rezoning, as the same may be amended from time to time;
- (g) "**Director of Legal Services**" means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (h) "**Dwelling Units**" means 202 new residential units to be contained within Block C upon its completion, as part of the Development, and "**Dwelling Unit**" means any one of them, and those terms include each and all dwelling units constructed in a replacement building on the Lands, in the event of the destruction of Block C during the Term;
- (i) "**Land Title Act**" means the *Land Title Act*, R.S.B.C. 1996, c. 250, and amendments thereto and re-enactments thereof;
- (j) "**Lands**" means the parcel described in Item 2 in the Form C attached hereto;
- (k) "**Losses**" means all damages, losses, costs, expenses, actions, causes of action, claims, demands, builders liens, liabilities, expenses and indirect or consequential damages (including loss of profits and loss of use and damages arising out of delays);
- (l) "**Managing Director of Social Development**" means the chief administrator from time to time of the City's Social Development Department and his/her successors in function and their respective nominees;
- (m) "**Occupancy Permit**" means a permit issued by the City authorizing the use and occupation of any Building, development or partial development on the Lands;

- (n) "Owner" means Wall Financial Corporation, and includes any and all of its respective assigns and successors as registered or beneficial owner of the Lands or any part thereof;
- (o) "Rental Housing" means a dwelling unit which shall not be occupied by the Owner of the same, but which is made available by such Owner to the general public, at arms length, for use as rental accommodation on a month-to-month or longer basis in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (p) "Rental Housing Condition" has the meaning ascribed to that term in Recital C;
- (q) "Rezoning" has the meaning ascribed to that term in Recital C;
- (r) "Term" means the term of this Agreement being the life of Block C or 60 years, whichever is longer; and
- (s) "Vancouver Charter" means the *Vancouver Charter* S.B.C. 1953, c. 55, as amended or replaced from time to time.

2. Restrictions on Use and Subdivision. The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and each Building on the Lands will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will construct, and throughout the Term will maintain, the Dwelling Units in accordance with the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement;
- (c) throughout the Term, all Dwelling Units will only be used for the purpose of providing Rental Housing;
- (d) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* (British Columbia) applies, it will not suffer, cause or permit, beneficial or registered title to any Dwelling Unit to be sold or otherwise transferred unless title to every Dwelling Unit is sold or otherwise transferred together and as a block to the same beneficial and legal owner, and unless such transferee concurrently enters into an assumption agreement satisfactory to the City whereby it agrees to be and thereafter remain bound by each and every term and condition of this Agreement applicable to the Owner;
- (e) throughout the Term, subject to section 3, it will not suffer, cause or permit Block C to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent the City may arbitrarily withhold;

- (f) throughout the Term, any sale of a Dwelling Unit in contravention of the covenant in section 2(d), and any subdivision of Block C or any part thereof, in contravention of the covenant in section 2(e), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (g) throughout the Term, it will keep and maintain the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, and will insure it to the full replacement cost against perils normally insured against in the City of Vancouver by reasonable and prudent owners of similar buildings and lands. If the Building or any part thereof is damaged, the Owner will promptly restore and repair it whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred; and
- (h) throughout the Term, any changes to the foregoing restrictions and requirements will be made only with the prior written agreement of the Managing Director of Social Development, who may first seek input from the City's elected Council.

3. Subdivision of Block C. Despite subsection 2(e),

- (a) subject to compliance by the Owner with all applicable requirements of the City's Approving Officer and the City's elected Council, this Agreement and all applicable laws and by-laws, the City will not unreasonably withhold its consent to a subdivision of the Lands by air space plan, that creates a single legal titled parcel which contains all of the Dwelling Units and any related common areas (in this section, "**Dwelling Unit Parcel**"); and
- (b) following such a subdivision and the issuance of a final occupancy permit for the Dwelling Unit Parcel, the Owner may apply to the City for a partial discharge of this Agreement with respect to any parcel or parcels other than the Dwelling Unit Parcel, and the City will on request of the Owner execute and deliver a registrable discharge of this Agreement in respect of all parcels other than the Dwelling Unit Parcel; provided, that:
 - (i) the Director of Legal Services is satisfied that such discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the Dwelling Units pursuant to this Agreement;
 - (ii) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;
 - (iii) the City will have a reasonable amount of time to execute and return any such discharge; and
 - (iv) the preparation and registration of any such discharge will be without cost to the City.

4. Occupancy Restriction on the Lands. The Owner covenants and agrees with the City in respect of the use of the Lands and each Building, that:

- (a) no Building will be used or occupied except as follows:
 - (i) the Owner will not apply for an Occupancy Permit in respect of, and will not suffer or permit the occupation of, any Building and will take no action, directly or indirectly, to compel the issuance of an Occupancy Permit for such Building; and
 - (ii) the City will be under no obligation to issue any Occupancy Permit permitting the use and occupation of any Building, notwithstanding completion of construction of any such Building;

until such time as an Occupancy Permit has been issued for Block C and each of the Dwelling Units in it; and

- (b) without limiting the general scope of this section 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this section 4.

5. Record Keeping. The Owner will keep accurate records pertaining to the use and occupancy of Block C and the Dwelling Units, such records to be to the satisfaction of the City. At the request of the City, from time to time, the Owner will make such records available for inspection and copying by the City. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

6. Enforcement. This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it shall be entitled to court costs on a solicitor and own client basis.

7. Release and Indemnity. The Owner hereby releases, and agrees to indemnify and save harmless, the City and all City Personnel for and from any cost, claim, demand, complaint, judgment or order for any Losses suffered, incurred or experienced by any person or entity, including, without limitation, the Owner, the City and any/all City Personnel, in connection with, that arises out of, or that would not have been incurred "but for", this Agreement. This indemnity will survive release or discharge of the Section 219 Covenant given hereby.

8. Notices. All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, shall be in writing and shall be given by registered mail or personal delivery, addressed as follows:

- (a) If to the City:

City of Vancouver

453 West 12th Avenue
 Vancouver, British Columbia
 V5Y 1V4

Attention: Managing Director, Social Development Department

(b) If to the Owner:

Wall Financial Corporation
 5th Floor - 1088 Burrard Street
 Vancouver, British Columbia
 V6Z 2R9

Attention: President

and any such notice, demand or request will be deemed given:

- (a) if made by registered mail, on the earlier of the day receipt is acknowledged by the addressee or the third (3rd) day after it was mailed, except when there is a postal service disruption during such period, in which case delivery will be deemed to be completed upon actual delivery of the notice, demand or request; and
- (b) if personally delivered, on the date when delivered,

or to such other address in Canada as either party may specify in writing to the other party in the manner described above, provided that if and when the owner of the Land or any part thereof should change, in the absence of any such specification, then to the address as set out in the State of Title Certificate for that particular parcel of land.

9. Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated, subject always to sections 2(d), 2(e) and 3.

10. Enurement. This Agreement shall enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement shall enure to the benefit of and be binding upon the Owner and its successors and assigns.

11. Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable, the balance of the obligations and covenants will remain and be binding.

12. Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* as amended from time to time and the rights, powers, duties and obligations

of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Roads and the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

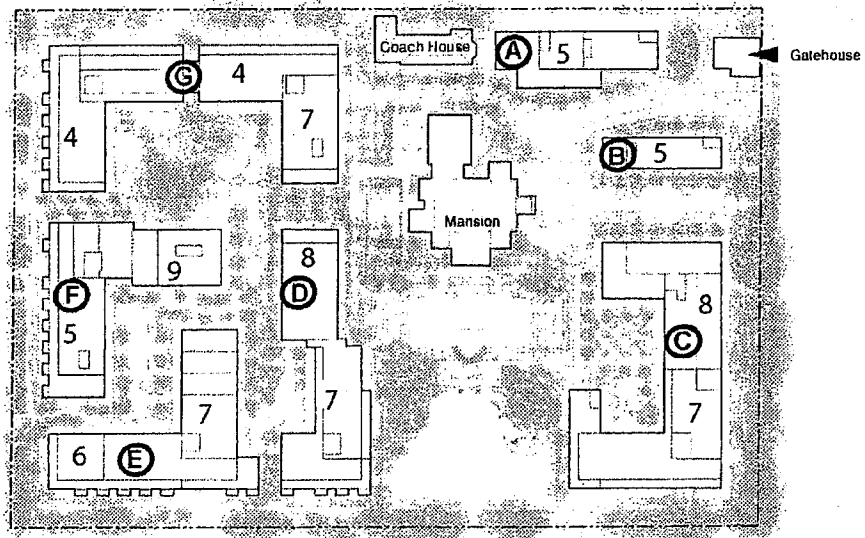
13. Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future 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.

14. Perfection of Intention. The Owner shall, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter* and also registered as a charge against title to the Lands with priority over all other encumbrances except those in favour of the City.

15. Further Assurances. Each party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.

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

SCHEDULE A



CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means Mortgage registered under number BF367284, as modified by BF367286 and BL90964 and the Assignment of Rents registered under number BF367285, as modified by BF367287 and BL90965;
- (b) "Existing Chargeholder" means CANADIAN IMPERIAL BANK OF COMMERCE;
- (c) "New Charge" means the Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

END OF DOCUMENT

EXPLANATION

**A By-law to amend the Zoning and Development By-law
Re: 8495 Granville Street**

After the public hearing on April 21, May 3 and May 17, 2011, Council resolved to amend the Zoning and Development By-law to create a CD-1 zone for a development on this site. The Director of Planning has advised that all prior-to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
November 1, 2011

8495 Granville Street



BY-LAW NO. _____

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

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

Zoning District Plan amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-632 (c) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D to By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (517).

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

- (a) Cultural and Recreational Uses, limited to Artist Studio, Club, Community Centre or Neighbourhood House, Fitness Centre, Library, Museum or Archives, Park or Playground, or Theatre;
- (b) Dwelling Uses;
- (c) Institutional Uses;
- (d) Office Uses;
- (e) Retail Uses, limited to Grocery or Drug Store, Liquor Store, Retail Store, Small-scale Pharmacy, and Secondhand Store;
- (f) Service Uses, limited to Barber Shop or Beauty Salon, Beauty and Wellness Centre, Catering Establishment, Laundromat or Dry Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography Studio, Repair Shop - Class B, or Restaurant; and

- (g) Accessory Use customarily ancillary to any use permitted by this section 2.2.

Floor area and density

3.1 Computation of floor space ratio must assume that the site consists of 12 002.6 m², being the site size at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

3.2 The floor space ratio for all uses combined must not exceed 2.81.

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

3.4 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) where floors or portions of 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 the base surface, except that the maximum exclusion for a parking space must not exceed 7.3 m in length;
- (d) 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;
- (e) 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
- (f) 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) meets the standards set out therein.

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

- (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) amenity areas, except that the total area excluded must not exceed, in aggregate, the lesser of 20% of permitted floor area or 929 m²; and
- (c) floor area used for the purpose of a public library, to a maximum of 1 100 m².

3.6 The use of floor space excluded under section 3.4 or 3.5 must not include any purpose other than that which justified the exclusion.

Building height

4.1 The building height must not exceed 59 m measured from base surface.

4.2 Section 10.11 of the Zoning and Development By-law is to apply, except that despite section 10.11 and section 4.1 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:

- (a) accommodation of a public library;
- (b) mechanical appurtenances such as elevator machine rooms; and
- (c) access and infrastructure required to maintain green roofs or urban agriculture, including stair and elevator enclosures, amenity areas, tool sheds, trellises and other garden structures, or roof-mounted energy technologies including solar panels, wind turbines and similar items, if the Director of Planning or Development Permit Board first considers:
 - (i) the effects on public and private views, shadowing, privacy and noise impacts, and
 - (ii) all applicable policies and guidelines adopted by Council.

Parking, loading, and bicycle spaces

5. Parking, loading and bicycle spaces must be provided and maintained according to the provisions of the Parking By-law, except that:

- (a) minimum required parking is reduced by 10%, and may be further reduced if so provided in a shared parking agreement; and
- (b) maximum permitted parking is the same as the minimum parking requirements provided for in the Parking by-law, on June 15, 2010.

Acoustics

6. 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

7. 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

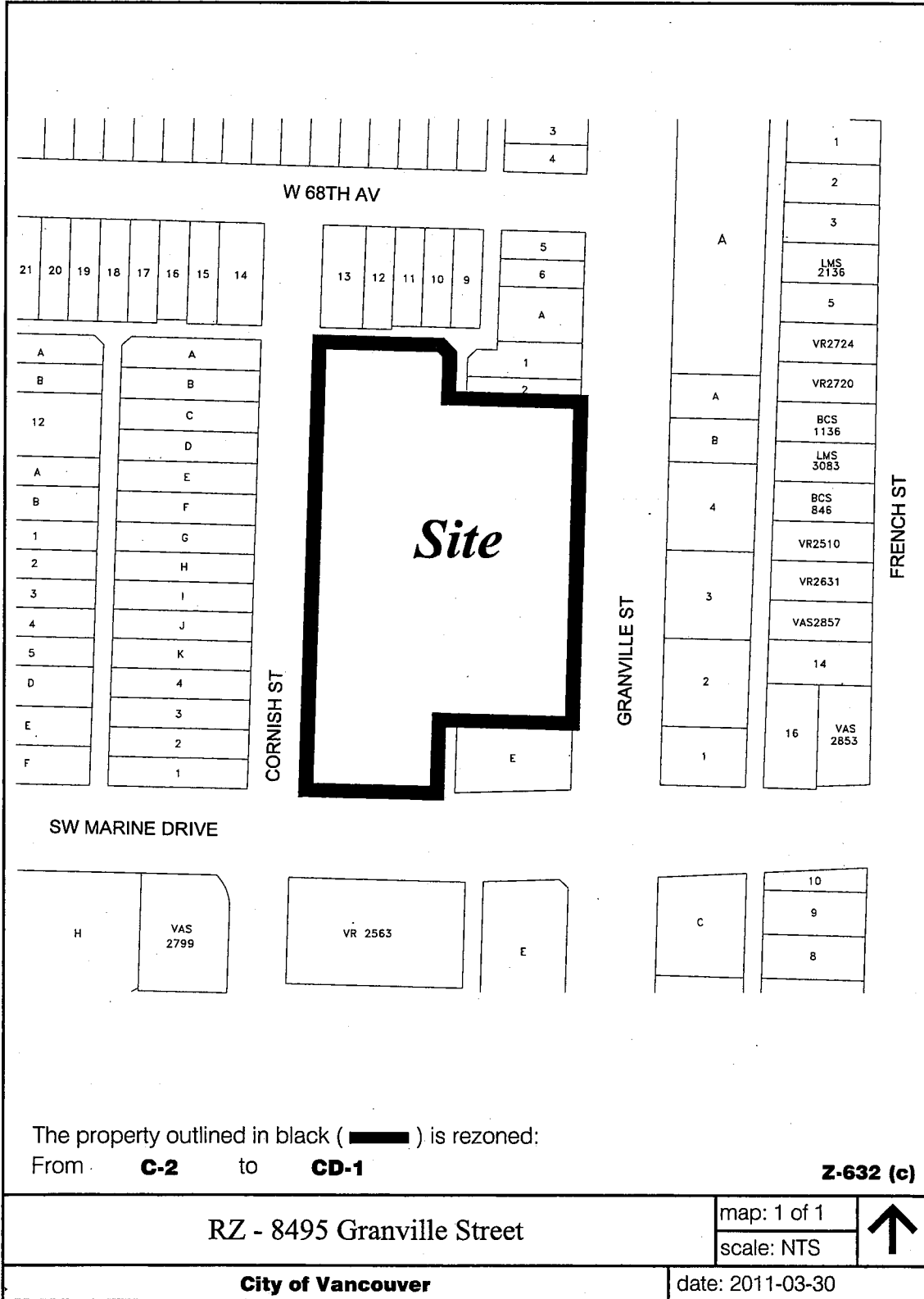
8. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2011

Mayor

City Clerk

Schedule A



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

Z-632 (c)

RZ - 8495 Granville Street

map: 1 of 1
 scale: NTS



City of Vancouver

date: 2011-03-30

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 428 Terminal Avenue**

After the public hearing on April 21 and May 3, 2011, Council resolved to amend the Zoning and Development By-law to create a CD-1 zone for a development on this site. The Director of Planning has advised that all prior-to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
November 1, 2011

428 Terminal Avenue



BY-LAW NO. _____

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

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

Zoning District Plan amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-632 (a) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D to By-law No. 3575.

Definitions

2. Words in this By-law have the meanings given to them in the Zoning and Development By-law except that:

“Limited Service Food Establishment” means premises where food is sold for consumption on or off the premises, there are a maximum of 16 indoor or outdoor seats for customers, and there is no live entertainment;

“Vehicle Dealer” means the use of premises to rent motor vehicles.

Uses

3.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (518).

3.2 Subject to approval by Council of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (518) and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Cultural and Recreational Uses, limited to Community Centre or Neighbourhood House, Fitness Centre, and Hall;
- (b) Dwelling Uses, limited to Dwelling Unit for a caretaker or watchman or other person similarly employed, if, in the opinion of the Director of Planning or the Development Permit Board, such a dwelling unit is essential to the operation of the business or establishment;

- (c) Institutional Uses, limited to Ambulance Station, Child Day Care Facility, Public Authority Use, School - University or College, and Social Service Centre;
- (d) Manufacturing Uses, limited to Bakery Products Manufacturing, Batteries Manufacturing, Brewing or Distilling, Chemicals or Chemical Products Manufacturing - Class B, Clothing Manufacturing, Dairy Products Manufacturing, Electrical Products or Appliances Manufacturing, Food or Beverage Products Manufacturing - Class B, Furniture or Fixtures Manufacturing, Ice Manufacturing, Jewellery Manufacturing, Leather Products Manufacturing, Machinery or Equipment Manufacturing, Metal Products Manufacturing, Miscellaneous Products Manufacturing - Class A, Miscellaneous Products Manufacturing - Class B, Motor Vehicle Parts Manufacturing, Non-metallic Mineral Products Manufacturing, Paper Products Manufacturing, Plastic Products Manufacturing, Printing or Publishing, Rubber Products Manufacturing, Shoes or Boots Manufacturing, Software Manufacturing, Textiles or Knit Goods Manufacturing, Tobacco Products Manufacturing, Transportation Equipment Manufacturing, and Wood Products Manufacturing - Class B;
- (e) Office Uses, limited to General Office and Financial Institution;
- (f) Retail Uses, limited to Limited Service Food Establishment and to Vehicle Dealer, limited to rental of motor vehicles;
- (g) Service Uses, limited to Animal Clinic, Catering Establishment, Laboratory, Laundry or Cleaning Plant, Motor Vehicle Repair Shop, Motor Vehicle Wash, Photofinishing or Photography Laboratory, Photofinishing or Photography Studio, Print Shop, Production or Rehearsal Studio, Repair Shop - Class A, Repair Shop - Class B, Restaurant, School - Arts or Self Improvement, School - Business, School - Vocational or Trade, Sign Painting Shop, and Work Shop;
- (h) Transportation and Storage Uses, limited to Cold Storage Plant, Mini-storage Warehouse, Packaging Plant, Storage Warehouse, Taxicab or Limousine Station, and Truck Terminal or Courier Depot;
- (i) Utility and Communication Uses, limited to Radiocommunication Station, Public Utility, and Recycling Depot;
- (j) Wholesale Uses, limited to Wholesaling - Class A and Wholesaling - Class B; and
- (k) Accessory Uses customarily ancillary to any of the uses listed in this section 3.2.

Conditions of Use

4.1 Permitted uses, except Vehicle Dealer and Transportation and Storage Uses, must be contained wholly within an enclosed building, unless measures are taken to the satisfaction of the Director of Planning or Development Permit Board, to eliminate any dangerous, injurious,

noxious or similar substance or thing, which could adversely impact the site, adjacent sites, or the surrounding neighbourhood.

4.2 Permitted uses must not include bulk storage of lime; fertilizer; toxic or corrosive chemicals or acids; flammable liquids or solids; rags or cotton waste; fungicides, herbicides or pesticides; paint, varnish, oil shellac or turpentine; grain, hops or sugar; or fish, fish oil, fish meal, animal oil, animal fat, or vegetable oil, unless such storage is wholly within an enclosed building.

4.3 Permitted uses, other than Animal Clinic, must not include the keeping of live animals.

4.4 Storage uses in conjunction with permitted uses, must be wholly contained within an enclosed building, unless the portion of the site used for storage is wholly enclosed by a fence or wall preventing or restricting public access.

Floor area and Density

5.1 Computation of floor space ratio must assume that the site consists of 6 766.4 m², being the site size at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

5.2 The floor space ratio must not exceed 3.0, except that:

(a) maximum floor space ratio for:

- (i) Institutional Uses, limited to School - University or College,
- (ii) Manufacturing Uses,
- (iii) Office Uses,
- (iv) Service Uses, limited to Laboratory, Photofinishing or Photography Laboratory, Production or Rehearsal Studio, Workshop, School - Business, and School - Vocational or Trade,
- (v) Transportation and Storage Uses,
- (vi) Utility and Communications Uses, and
- (vii) Wholesale Uses,

must not exceed 3.0;

(b) maximum floor space ratio for all other uses combined must not exceed 1.0;

(c) maximum floor area for Restaurant uses in a building must not exceed 300 m²; and

(d) maximum floor area for all Retail uses combined, including accessory retail uses, must not exceed 1000 m².

5.3 Computation of floor space ratio must include all floors of all buildings above and below ground level, measured to the extreme outer limits of the building.

5.4 Computation of floor space ratio must exclude:

- (a) open residential balconies or sundecks, and any other appurtenances, which in the opinion of the Director of Planning, are similar to the foregoing, except that the total area of all open and enclosed balcony or sundeck exclusions must not exceed 8% of the residential floor area being provided;
- (b) 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 exclusion for a parking space must not exceed 7.3 m in length;
- (c) amenity areas for the social and recreational enjoyment of employees, or providing a service to the public, including facilities for general fitness, general recreation and child day care facilities, to a maximum floor area of the lesser of 20 percent of the total permitted floor area or 100 m²;
- (d) where a Building Envelope Professional, as defined in the Building By-law, has recommended exterior walls greater than 152 mm in thickness, the area of the walls exceeding 152 mm, but to a maximum exclusion of 152 mm thickness, except that this clause shall not apply to walls in existence prior to March 14, 2000; and
- (e) with respect to exterior:
 - (i) wood frame construction walls greater than 152 mm thick that accommodate RSI 3.85 (R-22) insulation, or
 - (ii) walls other than wood frame construction greater than 152 mm thick that meet the standard RSI 2.67 (R-15),

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

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

Building height

6. Building height must not exceed 30.5 m, measured from base surface.

Parking, loading and bicycle spaces

7. Parking, loading and bicycle spaces shall be provided and maintained according to the provisions of the Parking By-law.

Severability

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

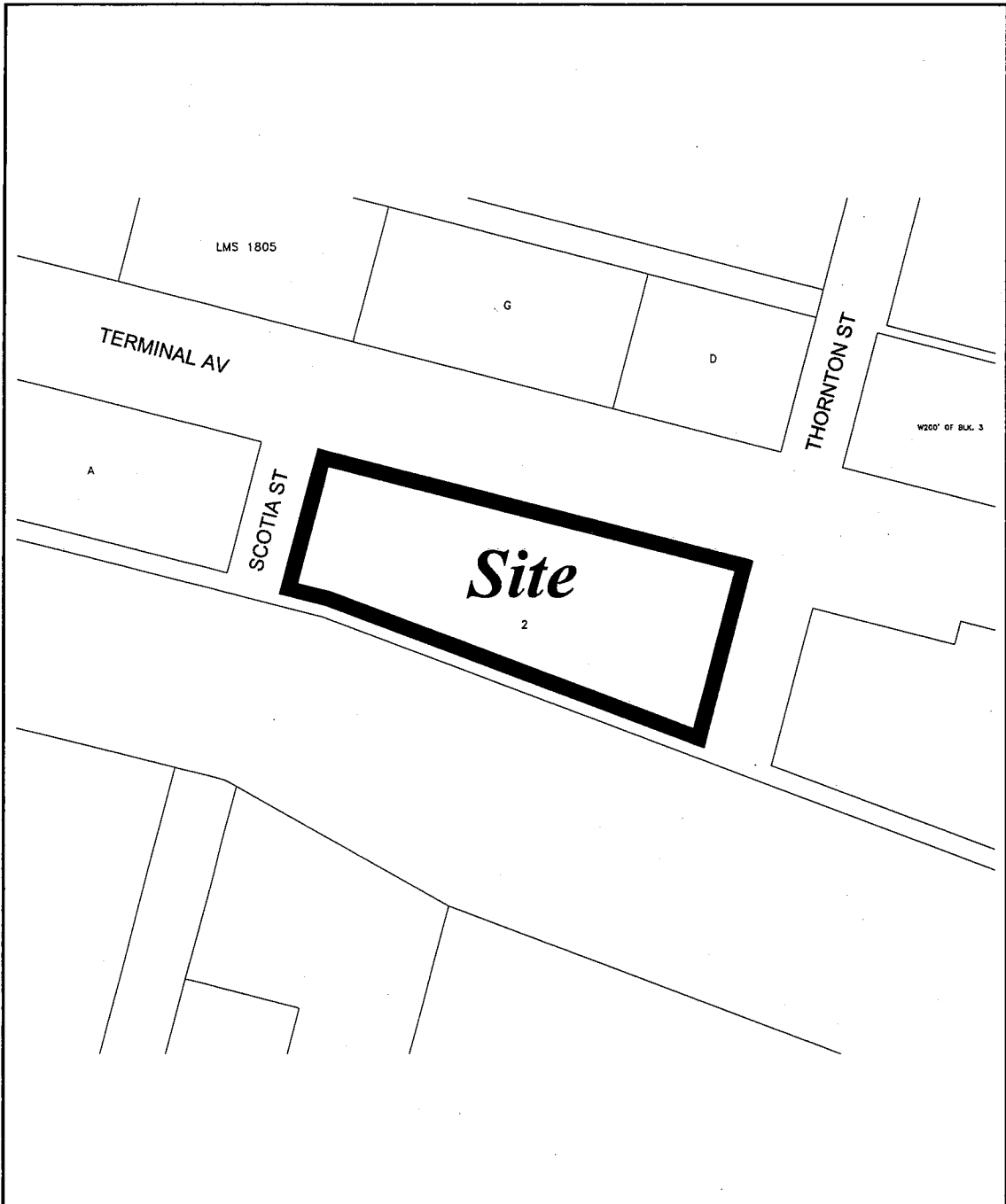
Force and effect

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

ENACTED by Council this _____ day of _____, 2011

Mayor

City Clerk



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

Z-632 (a)

RZ - 428 Terminal Avenue

map: 1 of 1

scale: NTS



City of Vancouver

date: 2011-03-30