

EXPLANATION

**Heritage Designation By-law
Re: 334 West 14th Avenue**

At a public hearing on July 10, 2012, Council approved recommendations to designate the structure and exterior envelope of the improvements and exterior building materials of the heritage building at 334 West 14th Avenue as protected heritage property. Enactment of the attached By-law will achieve the designation.

**Director of Legal Services
July 24, 2012**

334 West 14th Avenue
The Lawrence 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

334 West 14th Avenue
Vancouver, B.C.

PID: 014-568-250
LOT 5
BLOCK G
DISTRICT LOT 526
NEW WESTMINSTER
PLAN VAP 1530

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 _____, 2012

Mayor

City Clerk

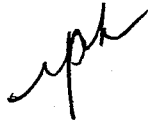
EXPLANATION

Authorization to enter into a
Heritage Revitalization Agreement
Regarding 334 West 14th Avenue

After a public hearing on July 10, 2012, Council resolved to enter into a Heritage Revitalization Agreement regarding 334 West 14th Avenue, pursuant to Section 592 of the *Vancouver Charter*. Enactment of the attached By-law will achieve this.

Director of Legal Services
July 24, 2012

334 West 14th Avenue
The Lawrence 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 334 West 14th Avenue, and the following legal description:

PID: 014-568-250
LOT 5
BLOCK G
DISTRICT LOT 526
PLAN 1530

contains a heritage building.

Council is of the opinion that the building has sufficient heritage value to justify its conservation, and Council and the owner of the property have agreed to facilitate such conservation, by agreeing to the terms and conditions set out in the attached Heritage Revitalization Agreement.

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

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

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

ENACTED by Council this day of , 2012

Mayor

City Clerk

LAND TITLE ACT

FORM C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use) Page 1 of 15 pages

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

Signature of Agent

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

(PID)

(LEGAL DESCRIPTION)

014-568-250

Lot 5 Block G District Lot 526 Plan 1530

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

SEE SCHEDULE

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

(a) Filed Standard Charge Terms

D.F. No.

(b) Express Charge Terms

Annexed as Part 2

(c) Release

There is no Part 2 of this instrument

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

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

0700224 B.C. LTD., Incorporation No. BC0894510

CANADIAN WESTERN BANK, as to priority

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

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

7. ADDITIONAL OR MODIFIED TERMS:*

N/A

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

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
<hr/> (Solicitor) (as to all signatures)				0700224 B.C. LTD., Incorporation No. BC0894510
				<hr/> Print Name:
				<hr/> Print Name:
				CANADIAN WESTERN BANK, as to priority
				<hr/> Print Name:
<hr/> (Solicitor) (as to all signatures)				<hr/> Print Name:

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

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
** If space insufficient, continue executions on 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	
_____ Bruce T. Quayle Solicitor 453 West 12 th Avenue Vancouver, BC, V5Y 1V4 Tel: 604-871-6545				CITY OF VANCOUVER by its authorized signatory: _____

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

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

**LAND TITLE ACT
FORM E
SCHEDULE**

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

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant	Article 2, pages 7-11	Transferee
Priority Agreement granting above Section 219 Covenant priority over Mortgage CA2172187 and Assignment of Rents CA2172188	Page 15	Transferee
Statutory Right of Way	Article 3, page 11	Transferee
Priority Agreement granting above Statutory Right of Way priority over Mortgage CA2172187 and Assignment of Rents CA2172188	Page 15	Transferee
Equitable Charge	Article 5, page 12	Transferee
Priority Agreement granting above Equitable Charge priority over Mortgage CA2172187 and Assignment of Rents CA2172188	Page 15	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 334 West 14th 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 residential building situated on the Lands, known as the Lawrence Residence, which is considered to be of heritage value (the "Heritage Building").
- C. The Owner proposes to develop the Lands by:
- (i) rehabilitating the Heritage Building and converting it to a Multiple Conversion Dwelling (as defined under the *Zoning & Development By-law*) containing three dwelling units; and
 - (ii) constructing a new Infill One-Family Dwelling at the rear of the Lands (the "New Building"),
- and, under application no. DE415519, has applied to the City for a development permit for that purpose (the "DP Application").
- D. The Owner proposes that, in exchange for a number of City by-law variations needed to permit the proposed project as contemplated under the DP Application, the Owner will accept the addition of the Heritage Building to the City's Heritage Register, in the "B" category, and accept the designation of the Heritage Building as a protected heritage property and enter into with the City a heritage revitalization agreement in respect of the Heritage Building under the provisions of the *Vancouver Charter SBC 1953 c.55*

THEREFORE, pursuant to Section 592 of the *Vancouver Charter SBC 1953 c.55*, and in consideration of the payment \$10 by the City to the Owner, the mutual obligations and benefits given herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, 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 City's primary bank or other financial institution 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) **“Development”** means the proposed development project as described above in the introductory paragraphs hereto to restore and rehabilitate the Heritage Building and convert it to two dwelling units and to construct the New Building on the Lands pursuant to the DP Application;
- (e) **“Development Permit”** means any development permit(s) issued by the City under the DP Application and 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;
- (f) **“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;
- (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 a protected heritage property pursuant to section 593 of the *Vancouver Charter*;
- (k) **“Infill One-Family Dwelling”** has the meaning given in the *Zoning & Development By-law*;
- (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 Infill One-Family Dwelling proposed for construction on the Lands under the DP Application;
- (o) **“Owner”** means the registered owner(s) of the Lands;
- (p) **“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;

- (q) “Rehabilitation Work” has the meaning given below herein;
- (r) “*Vancouver Charter*” means the *Vancouver Charter*, S.B.C. 1953, c.55, as amended from time to time, and any and all replacements thereof or any statute enacted in substitution thereof and all regulations applicable thereto and any amendments, replacements and substitutions thereof;
- (s) “*Zoning & Development By-law*” means the *City’s Zoning and Development By-law No. 3575* and any amendments thereto and replacements thereof.

ARTICLE 2
SECTION 219 COVENANT

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

- (a) the Owner, at his, her or its expense, within 24 months after the date upon which the Development Permit is issued, plus any additional time by which the date of expiry of the Development Permit may be extended under the provisions of the *Zoning and Development By-law*, but in any event by no later than 30 months after the date upon which this covenant is registered on title to the Lands, 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 New Building or any part thereof and nobody will apply for or take any other action to compel the City, and, notwithstanding that the New Building may be ready for occupancy, the City will be under no obligation to issue, any occupancy permit for the New Building or any part of it at any time after this agreement is registered on title to the Lands, until:

- (i) the City has issued all required occupancy permits therefor;
 - (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 in accordance herewith;
- (g) after completion of the Rehabilitation Work in accordance herewith, the Owner, at his, her or its expense, will do all things reasonably necessary to conserve the Heritage Building as rehabilitated and, in any event, keep it in good condition in all respects at all times;
- (h) 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 or required by this agreement, the Conservation Plan and/or any development and/or heritage alteration permits issued by the City;
- (i) 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;
- (j) 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

- (k) 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 and therefore may affect the value of the Lands, the Owner has received full and fair compensation for this agreement and the Heritage Designation and the Owner hereby waives and renounces any and all claims for any further or other compensation by reason of this agreement and/or the Heritage Designation and acknowledges and agrees that the requirements of Section 595(1) of the *Vancouver Charter SBC 1953 c.55* have been fully satisfied, and the Owner hereby releases the City and its officials, officers, employees and agents from any liability for any loss, injury, damage or expense of any kind the Owner may suffer, incur or experience and the Owner will indemnify the City for any loss, injury, damage or expense the City may incur, suffer or experience and for any complaint, demand, claim, action, suit or judgment for any loss, injury, damage or expense anyone else may suffer, incur or experience arising out of or in any way connected this agreement and/or the Heritage Designation, and the release and promise of indemnification contained in this paragraph will survive discharge and termination of this agreement; and
- (l) the City may revoke at anytime any occupancy permit(s) issued for 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 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 New Building is vacated and unoccupied in accordance with this agreement.

2.2 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 Building 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.

2.3 All letters of credit required under this Article will be issued by a Schedule I Canadian chartered bank or HSBC Bank 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.

2.4 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.

2.5 If at anytime, in default under this agreement, the Owner, in the City's opinion, fails to carry out the Rehabilitation Work as required hereby and fails to rectify any such default within 30 days, or within such other longer time as the City may explicitly permit, after notice from the City to so rectify such default, the City, on the Owner's behalf and at the Owner's expense, may, but will be under not be obligated to, rectify the Owner's default.

ARTICLE 3 STATUTORY RIGHT OF WAY

3.1 Pursuant to Section 218 of the *Land Title Act*, the Owner hereby grants to the City, effective at all times from and after the date upon which the City issues the Development Permit, a statutory right of way to enter, be and move about on the Lands:

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

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

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

ARTICLE 4 DEBTS OWED TO CITY

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

- (a) there will be no express or implied warranties as to the quality of any work the City may so carry out or the suitability of the materials for the purposes for which they are put; and
- (b) the Owner will pay to the City, forthwith on demand, to the extent the City has not taken payment for such costs from any letters of credit provided to the City hereunder, as reimbursement for expenses incurred, the full amount of all costs the City incurs to carry out work to rehabilitate, conserve, repair or replace the Heritage Building, plus 20% of such costs as fair compensation for the City's overhead, and any such amounts the Owner does not pay or fails to pay to the City forthwith on demand will bear interest, until paid in full, at the prime lending rate of the City's Bank of Record, plus 2%, calculated monthly and not in advance.

ARTICLE 5 EQUITABLE CHARGE

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

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

ARTICLE 6 BY-LAW VARIATIONS

6.1 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.

6.2 Section 10.7.1(b) of the *Zoning and Development Bylaw* is hereby varied in respect of the Lands so that eaves, gutters, sills, chimneys and other similar features attached to the Heritage Building and/or the New Building may project into a yard as the Director of Planning may explicitly permit.

6.3 The RT-6 District Schedule to the *Zoning and Development By-Law* is hereby varied as follows in respect of the Lands and the Development:

- (a) Section 4.3.1 is hereby varied to permit all buildings on the Lands, except accessory buildings, to be a maximum of 38 feet in height and consist of a maximum of two storeys and a partial third storey;
- (b) Section 4.5.1 is hereby varied to permit for the east side yard a minimum width of 4.0 feet;
- (c) Section 4.7.1 is hereby varied to permit a maximum floor space ratio of 0.96 (approximately 5,966 sq. ft.); and
- (d) Section 4.17 is hereby varied so that it does not apply.

ARTICLE 7 NOTICES

7.1 Any notice, delivery, 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 by courier as follows:

- (a) if to the Owner, to its address as shown on title to the Lands 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 Planning,

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.

ARTICLE 8 GENERAL

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

8.2 Priority of Registration. The Owner, at his, her or its expense, after execution of this agreement, shall do or cause to be done all things and acts necessary to ensure that this

agreement is registered against title to the Lands with priority over all other encumbrances on title to the Lands as the City may require.

8.3 Perfection of Intention. The parties hereto will do such things and execute such further and other documents and instruments and do such further and other acts as may be reasonably necessary to implement and carry out the provisions and intent of this agreement and to ensure timely and effective registration in the Land Title Office.

8.4 Waiver. No failure on the part of the City to exercise and no delay in exercising any right under this agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.

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

8.6 Enurement. This agreement shall enure to the benefit of and be binding upon the Owner and its successors and trustees, and this agreement shall charge and run with the Lands and with any parcel, lot or part into which the Lands may be subdivided or consolidated and shall enure to the benefit of and be binding upon the Owner's successors in title and trustees and successors and all parties claiming through such owners.

8.7 City's Other Rights and Obligations. Nothing contained or implied in this agreement will derogate from the obligations of the Owner under any other agreement with the City or prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* and the rights, powers, duties and obligations of the City under all other laws, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this agreement had not been executed and delivered by the Owner and the City.

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

8.9 Number. Words contained herein importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.

8.10 Governing Law. This agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

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

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

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" mean the Mortgage registered under number CA2172187 and Assignment of Rents under number CA2172188;
- (b) "Existing Chargeholder" means Canadian Western Bank;
- (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 Lands in priority to the Existing Charges in the same manner and to the same effect as if the Owner has granted the New Charges, 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

Heritage Designation By-law
Re: 1720 Waterloo Street

At a public hearing on July 10, 2012, Council approved recommendations to designate the structure and exterior envelope of the improvements and exterior building materials of the heritage building at 1720 Waterloo Street as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
July 24, 2012

1720 Waterloo Street
The Gables

 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	1720 Waterloo Street Vancouver, B.C.	PID: 027-512-622 Lot 1, Block 12 District Lot 540 NWD Group 1 BCP 36337
---	---	---

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 _____, 2012

Mayor

City Clerk

EXPLANATION

Authorization to enter into a
Heritage Revitalization Agreement
Regarding 1720 Waterloo Street

After a public hearing on July 10, 2012, Council resolved to enter into a Heritage Revitalization Agreement regarding 1720 Waterloo Street, pursuant to Section 592 of the *Vancouver Charter*. Enactment of the attached By-law will achieve this.

Director of Legal Services
July 24, 2012

1720 Waterloo Street



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 1720 Waterloo Street, and the following legal description:

Parcel Identifier: 027-512-622
Lot 1
Block I2
District Lot 540 NWD Group 1
Plan BCP 36337

contains a heritage building.

Council is of the opinion that the building has sufficient heritage value to justify its conservation, and Council and the owner of the property have agreed to facilitate such conservation, by agreeing to the terms and conditions set out in the attached Heritage Revitalization Agreement.

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

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

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

ENACTED by Council this day of , 2012

Mayor

City Clerk

LAND TITLE ACT

FORM C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use) Page 1 of 15 pages

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

Signature of Agent

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

(PID)

(LEGAL DESCRIPTION)

027-512-622

Lot 1 Block 12 District Lot 540 Group 1 New Westminster
District Plan BCP36337

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):*

WILD GEESE PROPERTY LTD., Incorporation No. BC0894753

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

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	
(Solicitor) (as to all signatures)				WILD GEESE PROPERTY LTD., by its authorized signatory(ies):
				Print Name: _____
				Print Name: _____

OFFICER CERTIFICATION:

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

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

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

LAND TITLE ACT
FORM D
EXECUTIONS CONTINUED

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

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

OFFICER CERTIFICATION:

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

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

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

**LAND TITLE ACT
FORM E
SCHEDULE**

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

3. NATURE OF INTEREST:*

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

TERMS OF INSTRUMENT - PART 2
Heritage Revitalization Agreement

WHEREAS:

- A. The Owner is the registered owner of the lands at 1720 Waterloo Street 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 residential building situated on the Lands, known as "The Gables", which is considered to be of heritage value (the "Heritage Building") and is registered in the "B" category in the City's Heritage Register.
- C. The Owner proposes to re-develop the Lands by repositioning the Heritage Building on the Lands and rehabilitating it and modifying and converting it to a Multiple Conversion Dwelling, and, under development permit application no. DE414961 (the "DP Application"), the Owner has applied to the City for a development permit for that purpose.
- D. The Owner proposes that, in exchange for a number of City by-law variations needed to permit the proposed project as contemplated under the DP Application, the Owner will enter into a heritage revitalization agreement in respect of the Heritage Building and accept the designation of the Heritage Building as protected heritage property under the provisions of the *Vancouver Charter* SBC 1953 c.55.

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

ARTICLE 1
DEFINITIONS

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

- (a) "City" means the municipality of the City of Vancouver continued under the *Vancouver Charter* and "City of Vancouver" means its geographic location and area;
- (b) "City's Bank of Record" means the City's primary bank or other financial institution 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 development project as described above in the introductory paragraphs hereto to rehabilitate and modify the Heritage Building pursuant to the DP Application;
- (f) **“Development Permit”** means any development permit(s) issued by the City under the DP Application and 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 a protected heritage property pursuant to section 593 of the *Vancouver Charter*;
- (k) **“Lands”** has the meaning given above in the introductory paragraphs hereto and includes any other parcels of land into which the Lands may at any time in any way be consolidated or subdivided;
- (l) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c.250;
- (m) **“Multiple Conversion Dwelling”** has the meaning given in the Zoning & Development By-law;
- (n) **“Owner”** means the registered owner or owners of the Lands;
- (o) **“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;
- (p) **“Rehabilitation Work”** has the meaning given below herein;
- (q) **“Vancouver Charter”** means the *Vancouver Charter*, S.B.C. 1953, c.55, as amended from time to time, and any and all replacements thereof or any statute enacted in substitution thereof and all regulations applicable thereto and any amendments, replacements and substitutions thereof;

- (r) “*Zoning & Development By-law*” means the City’s *Zoning and Development By-law No. 3575* and any amendments thereto and replacements thereof.

**ARTICLE 2
SECTION 219 COVENANT**

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

- (a) the Owner, at his, her or its expense, within 24 months after the date the Development Permit is issued, plus any additional time for which the time limit of the Development Permit may be extended under the provisions of the *Zoning & Development By-law*, will rehabilitate or cause the rehabilitation of the Heritage 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 any part thereof at any time after this agreement is registered on title to the Lands, unless and until:
 - (i) the City has issued all required occupancy permits therefor;
 - (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 in accordance with this agreement;
- (g) nobody will apply for or take any other action to compel the City, and, notwithstanding that the Heritage Building may be ready for occupancy, the City will be under no obligation to issue any occupancy permit for the Heritage Building or any part thereof at any time after this agreement is registered on title to the Lands, until:
 - (i) the Rehabilitation Work has been completed in accordance herewith;
 - (ii) the Owner, as required above herein, has submitted or caused to be submitted to the Director of Planning a signed written statement prepared by a Heritage Consultant stating explicitly that the Rehabilitation Work has been completed in accordance with the Conservation Plan; and
 - (iii) the City has given the Owner a written notice or confirmation by which the City explicitly accepts or confirms its acceptance that the Rehabilitation Work has been completed in accordance herewith;
- (h) after completion of the Rehabilitation Work in accordance herewith, the Owner, at his, her or its expense, will do all things reasonably necessary to conserve the Heritage Building as rehabilitated and, in any event, keep it in good condition in all respects at all times;
- (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 or required 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 and therefore may affect the value of the Lands, the Owner has received full and fair compensation for this agreement and the Heritage Designation and the Owner hereby waives and renounces any and all claims for any further or other compensation by reason of this agreement and/or the Heritage Designation and acknowledges and agrees that the requirements of Section 595(1) of the *Vancouver Charter* SBC 1953 c.55 have been fully satisfied, and the Owner hereby releases the City and its officials, officers, employees and agents from any liability for any loss, injury, damage or expense of any kind the Owner may suffer, incur or experience and the Owner will indemnify the City for any loss, injury, damage or expense the City may incur, suffer or experience and for any complaint, demand, claim, action, suit or judgment for any loss, injury, damage or expense anyone else may suffer, incur or experience arising out of or in any way connected this agreement and/or the Heritage Designation, and the release and promise of indemnification contained in this paragraph will survive discharge and termination of this agreement; and
- (m) the City may revoke at anytime any occupancy permit(s) issued for the Heritage 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 in contravention of such

revocation, this agreement and any applicable City bylaws, the City, at the Owner's expense, may pursue all remedies available to it, including, without limitation, injunctive relief, to ensure that the Heritage Building is vacated and unoccupied in accordance with this agreement.

2.2 Notwithstanding the occupancy restrictions set out above in respect of the Heritage 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 such occupancy permits 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.

2.3 All letters of credit required under this Article will be issued by a Schedule I Canadian chartered bank or HSBC Bank 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.

2.4 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.

2.5 If at anytime, in default under this agreement, the Owner, in the City's opinion, fails to carry out the Rehabilitation Work as required hereby and fails to rectify any such default within 30 days, or within such other longer time as the City may explicitly permit, after notice from the City to so rectify such default, the City, on the Owner's behalf and at the Owner's expense, may, but will be under not be obligated to, rectify the Owner's default.

ARTICLE 3 STATUTORY RIGHT OF WAY

3.1 Pursuant to Section 218 of the *Land Title Act*, the Owner hereby grants to the City, effective at all times from and after the date upon which the City issues the Development Permit, a statutory right of way to enter, be and move about on the Lands:

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

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

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

ARTICLE 4 DEBTS OWED TO CITY

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

- (a) there will be no express or implied warranties as to the quality of any work the City may so carry out or the suitability of the materials for the purposes for which they are put; and
- (b) the Owner will pay to the City, forthwith on demand, to the extent the City has not taken payment for such costs from any letters of credit provided to the City hereunder, as reimbursement for expenses incurred, the full amount of all costs the City incurs to carry out work to rehabilitate, conserve, repair or replace the Heritage Building, plus 20% of such costs as fair compensation for the City's overhead, and any such amounts the Owner does not pay or fails to pay to the City forthwith on demand will bear interest, until paid in full, at the prime lending rate of the City's Bank of Record, plus 2%, calculated monthly and not in advance.

ARTICLE 5 EQUITABLE CHARGE

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

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

ARTICLE 6 BY-LAW VARIATIONS

6.1 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.

6.2 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 permitted yard.

6.3 The RT-8 District Schedule to the *Zoning & Development By-Law* is hereby varied in respect of the Lands as follows:

- (a) Section 4.4.1 is hereby varied to permit a minimum front yard depth of 14 feet;
- (b) Section 4.5.1 hereby varied to permit side yards with minimum depths of 3.3 feet;
- (c) Section 4.7.1 is hereby varied to permit a maximum total building floor area for all floors combined of 6,761 sq. ft. (approximately 0.85 FSR);
- (d) Section 4.7.3(c) is hereby varied to provide as follows:

“where floors are used for off-street parking and loading, for the taking on or discharging of passengers, for bicycle storage, for stairs, landings or corridors accessing parking areas from a dwelling; for heating, electrical or mechanical equipment or for uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used which:

- (i) are at or below the base surface, except that the maximum exclusion for a parking space shall not exceed 7.3 m in length; or
 - (ii) are above the base surface and where developed as off-street parking are located in an accessory building situated in the rear yard, except that that the maximum exclusion for a parking space shall not exceed 7.3 m in length.”
- (e) Section 4.8.3 shall not apply; and
 - (f) Section 4.16.1 is hereby varied to permit a maximum building depth of 101 feet.

ARTICLE 7 NOTICES

7.1 Any notice, request or communication required or permitted to be given hereunder will be in writing and will be deemed to have been duly given if delivered to the party or mailed in Canada by prepaid registered post addressed to the party as follows:

- (a) if to the Owner, to its address as shown in the Land Title Office records; and
- (b) if to the City:
City of Vancouver
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

Attention: City Clerk and Director of Legal Services;

or to such other address in Canada as any party may specify in writing to the other parties, provided that if and when the owner of the Lands or any part thereof should change, then to the address as set out in the State of Title Certificate for the Lands or such part thereof, and such notice will be deemed to have been received, if delivered, on the date of delivery, and if mailed as aforesaid within Canada then on the third business day following its mailing, provided that if mailed, should there be between the time of the mailing and the actual receipt of the notice, a mail strike, slowdown or other labour dispute which might affect delivery of such notice, then such notice will only be effective if and when actually delivered.

**ARTICLE 8
GENERAL**

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

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

8.3 Perfection of Intention. The parties hereto will do such things and execute such further and other documents and instruments and do such further and other acts as may be reasonably necessary to implement and carry out the provisions and intent of this agreement and to ensure timely and effective registration in the Land Title Office.

8.4 Waiver. No failure on the part of the City to exercise and no delay in exercising any right under this agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.

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

8.6 Enurement. This agreement shall enure to the benefit of and be binding upon the Owner and its successors and trustees, and this agreement shall charge and run with the Lands and with any parcel, lot or part into which the Lands may be subdivided or consolidated and shall enure to the benefit of and be binding upon the Owner's successors in title and trustees and successors and all parties claiming through such owners.

8.7 City's Other Rights and Obligations. Nothing contained or implied in this agreement will derogate from the obligations of the Owner under any other agreement with the City or prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* and the rights, powers, duties and obligations of the City under all other laws, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this agreement had not been executed and delivered by the Owner and the City.

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

8.9 Number. Words contained herein importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa and words importing persons will include individuals,
#144558v2

partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.

8.10 Governing Law. This agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

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

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

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

END OF DOCUMENT

EXPLANATION

Authorization to enter into an amending agreement for a
Heritage Revitalization Agreement
Regarding 658 Keefer Street

After a public hearing on July 10, 2012, Council resolved to enter into an amending agreement for a Heritage Revitalization Agreement regarding 658 Keefer Street, pursuant to Section 592 of the *Vancouver Charter*. Enactment of the attached By-law will achieve this.

Director of Legal Services
July 24, 2012

658 Keefer Street



BY-LAW NO. _____

**A By-law to amend By-law No. 9533 to authorize entering into
an amended Heritage Revitalization Agreement
with the Owner of Heritage Property**

PREAMBLE

Whereas, on October 2, 2007, Council enacted By-law 9533, pursuant to its 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.

And Whereas Council has now consented, and the owner of the heritage property has now agreed to amend that Heritage Revitalization Agreement.

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

1. Council strikes out the Heritage Revitalization Agreement attached to By-law No. 9533, and substitutes the amended Heritage Revitalization Agreement attached to this By-law.
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2012

Mayor

City Clerk

THIS AGREEMENT dated for reference June 30, 2012.

BETWEEN:

LAWRENCE CHAN
2463 Caledonia Avenue
North Vancouver, British Columbia
V7G 1T8

(the "Owner")

AND:

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

(the "City")

WHEREAS:

A. The Owner is the registered owner of all and singular those certain parcels or tracts of land and premises situate at 658 Keefer Street in the City of Vancouver, in the Province of British Columbia, legally described as:

PID: 028-091-027

Lot A District Lot 196 Block 84 Group 1 New Westminster Land District Plan BCP42970

(the "Lands");

B. The Lands are within the RT-3 District of the City's *Zoning and Development By-law*;

C. Presently situate on the Lands is a heritage building known as the "Chan House" which is listed in Category "B" on the Vancouver Heritage Register and designated as a protected heritage property under s.593 of the *Vancouver Charter SBC 1953 c.255*. In this agreement the Chan House and each replica or replacement thereof is called the "Heritage House";

D. The Lands and the Heritage House are also subject to an October 10, 2007 heritage revitalization agreement between the Owner and the City pursuant to Section 592 of the *Vancouver Charter SBC 1953 c.255*, a copy of which is annexed hereto as Schedule "A" (the "HRA").

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of Ten Dollars (\$10.00) now paid by the City to the Owner and for other good and valuable consideration (the receipt and sufficiency of which the Owner hereby acknowledges) the Owner and the City each covenant (as covenants running with and charging the Lands) with the other pursuant to Section 592 of the *Vancouver Charter* as follows:

Modification to HRA

1. The HRA is hereby modified as follows:

(a) Paragraph D in the recitals or introductory paragraphs to the HRA is hereby amended so that references therein to development permit application number "DE409469" are deleted and replaced with "DE415218";

(b) Subparagraph 2(a) of the HRA is hereby amended so that its original contents are deleted;

(c) Subparagraph 2(b) of the HRA is hereby amended so that its original contents are deleted and replaced with the following:

"(b) section 4.3.1 of the RT-3 District Schedule to the City's *Zoning and Development By-law* is hereby amended to permit for the Heritage House a maximum height of 37.6 feet and a maximum of 3 storeys;";

(d) Subparagraph 2(c) of the HRA is hereby amended so that its original contents are deleted and replaced with the following:

"(c) section 4.7.3 of the RT-3 District Schedule to the City's *Zoning and Development By-law* is hereby amended so that the Director of Planning may permit all floors to be used for off-street parking or bicycle storage to be excluded from the calculation of total permitted floor area on the Lands;";

(e) A subparagraph 2(e) as follows is hereby added to the HRA:

"(e) Section 4.1.1 of the RT-3 District Schedule to the City's *Zoning and Development By-law* is hereby amended so that it does not apply;";

(f) A subparagraph 2(f) as follows is hereby added to the HRA:

"(f) section 10.7.1(a) of the *Zoning and Development By-law* is hereby varied to permit steps in any side yard on the Lands;";

(g) A subparagraph 2(g) as follows is hereby added to the HRA:

“(f) section 10.7.1(b) of the *Zoning and Development By-law* is hereby varied to allow the Director of Planning to permit eaves, gutters, sills and chimneys or other similar projections to project into any required yard on the Lands;”;

(h) A subparagraph 2(h) as follows is hereby added to the HRA:

“(f) sections 10.15.1 and 10.15.3 of the *Zoning and Development By-law* are hereby varied to allow the Director of Planning to permit floors to be constructed below the finished grade of the adjoining ground at positions exceeding the measurements prescribed there; and”;

(i) A subparagraph 2(i) as follows is hereby added to the HRA:

“(f) sections 10.16.3 and 10.16.4 of the *Zoning and Development By-law* are hereby varied to allow the Director of Planning to permit fences and similar structures to exceed the heights prescribed there”.

HRA Ratified and Confirmed

2. Except as hereby expressly modified hereby, the HRA is hereby ratified and confirmed by the Owner and the City to the effect and with the intent that the HRA and this Modification shall be read and construed as one document.

Amendment

3. No alteration or amendment of the HRA or this Modification shall have effect unless the same is in writing and duly executed by the parties to be charged.

Binding Effect

4. This Modification shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

Time

5. Time shall be of the essence of this Modification.

Interpretation

6. All terms used in this Modification which are defined in the HRA will have the meaning ascribed to such terms in the HRA unless defined in this Modification or the context otherwise requires.

Conflict

7. In the event of any conflict between the terms and conditions of the HRA and the terms and conditions of this Modification, the terms and conditions of this Modification will prevail.

In Witness whereof the parties have signed these presents as hereunder shown:

Execution Date
Y M D

Officer:

Party:

(Solicitor)

LAWRENCE CHAN

CITY OF VANCOUVER by its
Authorized Signatory:

By By-law No. _____

SCHEDULE A

THIS AGREEMENT dated for reference the 10th day of OCTOBER, ~~2006~~ ²⁰⁰⁷

BETWEEN:

LAWRENCE CHAN
2463 Caledonia Avenue
North Vancouver, British Columbia
V7G 1T8

(the "Owner")

AND:

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

(the "City")

WHEREAS:

A. The Owner is the registered owner of all and singular those certain parcels or tracts of land and premises situate in the City of Vancouver, in the Province of British Columbia, legally described as:

City of Vancouver
Parcel Identifier: 015-567-133
Lot C
Block 84
District Lot 196
Plan 196
New Westminster Land District

(the "Lands");

B. The Lands are within the RT-3 District of the City's *Zoning and Development By-law*;

C. Presently situate on the Lands is a heritage building known as the "Chan House" which is listed in Category "B" on the Vancouver Heritage Register. In this agreement the Chan House and each replica or replacement thereof is called the "Heritage House";

D. Pursuant to development permit application DE 409469 (development application DE409469 together with all development permits issued pursuant thereto and all amendments, modifications and replacements thereof are collectively called the "Development Permit") the Owner proposes to rehabilitate and upgrade the Heritage House; and

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Heritage Revitalization Agreement
658 Keefer Street

E. By Section 592 of the *Vancouver Charter*, a heritage revitalization agreement may allow variations of and supplements to provisions of, among others, a subdivision by-law, a zoning by-law, a development permit and a variation of a heritage alteration permit or a by-law made under Part XXVIII of the *Vancouver Charter*.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of Ten Dollars (\$10.00) now paid by the City to the Owner and for other good and valuable consideration (the receipt and sufficiency of which the Owner hereby acknowledges) the Owner and the City each covenant (as covenants running with and charging the Lands) with the other pursuant to Section 592 of the *Vancouver Charter* as follows:

1. The Owner shall develop the Lands as contemplated in the Development Permit and as contemplated by this agreement.
2. It is agreed that, with respect to the Lands:
 - (a) section 3.2.DW of the RT-3 District Schedule of the City's *Zoning and Development By-law* is hereby amended so as to permit a multiple conversion dwelling consisting of four dwelling units;
 - (b) section 4.3.1 of the RT-3 District Schedule of the City's *Zoning and Development By-law* is hereby amended so as to read as follows:

4.3.1. A building shall not exceed 11.16 metres in height;
 - (c) section 4.5.1 of the RT-3 District Schedule of the City's *Zoning and Development By-law* is hereby amended so as to read as follows:

4.5.1 A side yard with a minimum 10 percent width of the site shall be provided on each side of the building, except that it is not to be more than 1.5 m in width; provided, however, notwithstanding the above, the west side yard shall be permitted to have a minimum width of 0.91 m (3.0 ft); and
 - (d) section 4.7.1 of the RT-3 District Schedule of the City's *Zoning and Development By-law* is hereby amended so as to permit a floor space ratio of 0.90 in place of the current maximum outright floor space of 0.60.
3. The Owner shall preserve and protect the Heritage House as would a reasonable and prudent owner.
4. The Owner shall keep the exterior of the Heritage House in good appearance and in good repair as would a reasonable and prudent owner.
5. The Owner shall keep the structure of the Heritage House in good repair as would a reasonable and prudent owner.
6. (a) If the Heritage House is damaged, it shall be repaired if lawful and economic and if not, it shall be replaced. In determining whether it is economic to repair the Heritage House, the parties will consider only land economic factors including the cost of repair, the cost of constructing a replacement building to be constructed as required by this agreement, the market value of a

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replacement building after the completion of such repair. If the parties cannot agree on whether it is economic to repair the Heritage House, such question may be determined by arbitration as provided herein. If the parties or the arbitrator agree that it is uneconomic to repair the Heritage House, or if the Heritage House is destroyed, the Owner shall only be permitted to build on the Lands a building of similar massing, height and proportions as the original Heritage House, and the replacement building shall conform in all respects of design details, exterior materials and profile to the original Heritage House.

- (b) All disputes arising from paragraph 6 of this agreement shall be determined by arbitration. Within thirty (30) days following written notice of the dispute by either party to the other, such dispute shall be referred to a single arbitrator to be chosen by the Owner and the City, provided that if the Owner and the City do not agree as to the choice of a single arbitrator, then by three (3) arbitrators, one (1) of whom shall be chosen by the Owner, one (1) of whom shall be chosen by the City and the third by the two (2) so chosen and the third arbitrator so chosen shall be the chairman. If the arbitrator(s) conclude that any provision herein is vague, ambiguous, uncertain, imprecise or otherwise defective by reason of the language used or by reason of error or omission, the arbitrator(s) shall cure same by interpreting this agreement so as to avoid such vagueness, ambiguity, uncertainty, imprecision, defect, error or omission and give full effect to the intention of the parties. The award will be made by the majority of the arbitrators. If within fifteen (15) days or such extended time as the parties may agree upon, a party who has been notified of a dispute fails to appoint an arbitrator or the two (2) arbitrators appointed by the parties do not agree upon a third arbitrator, then the party or parties not in default may apply to the British Columbia International Commercial Arbitration Centre or, if a successor thereto does not exist at such time, to a Judge of the Supreme Court of British Columbia for the appointment of an arbitrator to represent the party or parties in default or a third arbitrator or both of such arbitrators. The costs of the reference and award shall be in the discretion of the arbitrators who may direct to and by whom and in what manner those costs or any part thereof shall be paid and may tax or settle the amount of costs to be so paid or any part thereof and may award costs to be paid as between solicitor and client. Except as to matters otherwise provided herein, the provisions of the *Commercial Arbitration Act of British Columbia*, as amended or re-enacted from time to time, shall apply.

7. The Owner may not alter the appearance of, renovate, reconfigure or replace the Heritage House or any part thereof, except as may be permitted by a heritage alteration permit issued by the City and the terms, requirements and conditions of this agreement.

8. The Owner shall, to the satisfaction of the City, insure the Heritage House and its replacements to their full replacement value against all perils including, without limitation damage or destruction by earthquake.

9. The City may affix a commemorative plaque to the Heritage House which bears witness to the historical and architectural significance of the Heritage House and the Owner agrees to refrain from obscuring, defacing or removing same.

10. The City shall not be obliged to issue any permit or give any permission contrary to the terms of this agreement. The City may enforce this agreement by mandatory and prohibitory

injunctions. In any action to enforce this agreement the City shall be entitled to court costs on a solicitor and own client basis.

11. The Owner agrees that the by-law variations effected by this agreement are full and fair compensation for the obligations and restrictions on the Owner by this agreement and the Owner waives and renounces all claims for further or other compensation by reason of this agreement.

12. The Owner will indemnify and save harmless the City and its officials, employees, contractors, agents and licensees, from and against all liabilities, actions, statutory or other proceedings, judgements, investigations, claims, losses, loss of profit, damages, consequential damages, fines, penalties, costs and legal costs on a solicitor own client basis which the City may suffer or incur arising out of or in any way connected with this agreement, except to the extent of any default of the City hereunder.

The indemnity set out in this section 12 shall survive the expiration or earlier termination of this agreement.

13. The Owner hereby releases and discharges the City and its officials, employees, contractors, agents and licensees, from and against all liabilities, actions, statutory or other proceedings, judgements, investigations, claims, losses, loss of profit, damages or consequential damages which may arise or accrue to the Owner by reason of the City or its officials, employees, contractors, agents and licensees, exercising any of its rights under this agreement. The release set out in this section 13 shall survive the expiration or earlier termination of this agreement.

14. Nothing in this agreement gives express or implied permission to subdivide by way of strata plan or air space plan and nothing in this agreement precludes subdivision by way of strata plan or air space plan. If the Owner wishes to subdivide the Lands or the Heritage House by way of strata plan or air space plan, the Owner shall apply to the City for such permission in accordance with applicable City policies and procedures.

15. Nothing contained or implied in this agreement 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 Lands as if this agreement had not been executed and delivered by the Owner and the City.

16. Nothing in this agreement gives the City an interest in the fee of the soil of the Lands or the subdivided parts thereof.

17. Any notice, approval, consent, request, confirmation, or demand required or permitted under this agreement must be in writing, and the sender must deliver it by prepaid registered mail from any post office in British Columbia, by fax or by personal service addressed to the City as follows:

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Heritage Revitalization Agreement
658 Keefer Street

City of Vancouver
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4
Fax: 604.871.6119

Attention: Director of Current Planning c/o Heritage Group

with a copy to:

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

Fax: 604.873.7445

Attention: Director of Legal Services

or to the Owner as follows:

Lawrence Chan
2463 Caledonia Avenue
North Vancouver, BC
V7G 1T8

Fax: 604.732.9332

or to such other address or fax number in the Province of British Columbia of which either party may notify the other according to the requirements of this section 18. Service will be deemed complete, if made by registered mail seventy-two (72) hours after the date and hour of mailing; if made by faxed transmission on the first business day after the date of transmission; and if made by personal service upon the effecting of such service.

18. This agreement continues in full force and effect until such time, if ever, as it may be lawfully ended.

19. No alleged waiver of any breach of this agreement is effective unless it is an express waiver in writing of the breach in respect of which it is asserted against the party alleged to have given the waiver. No waiver by the City or the Owner of any breach of this agreement operates as a waiver of any other breach of this agreement.

20. If any term of this agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that term is to be considered to have been severed from the rest of this agreement and the rest of this agreement remains in force unaffected by that holding or by the severance of that term.

21. The parties hereby agree to execute such further documents and assurances as are required to carry out and more fully effect the intent of this Agreement.

22. If the Lands are subdivided by way of a strata plan:

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658 Keefer Street

- (a) this agreement (or notice of this agreement by legal notation) shall charge each strata lot and shall be noted on the common property sheet of the strata corporation;
- (b) the strata corporation or strata corporations so created shall be responsible for the performance and observance of the Owner's covenants and obligations herein at the expense of the strata lot owner; and
- (c) the liability of each strata lot owner for the performance and observance of the Owner's covenants and obligations herein shall be in proportion to the unit entitlement of his, hers or its strata lot as established by the strata plan and shall be treated as a common expense and all strata lot owners shall contribute to such costs in proportion to their unit entitlement.

23. This agreement shall enure to the benefit of and be binding upon the Owner and its successors and trustees and this agreement shall enure to the benefit of and be binding upon the City and its successors and assigns and this agreement (or notice of this agreement by legal notation) shall charge and run with the Lands and enure to the benefit of and be binding upon the owners from time to time of the Lands and all parties claiming through such owners and their respective heirs, executors, administrators, trustees and successors; provided that, this agreement shall be read and shall apply such that the Owner and the respective successors in title to the Owner shall only be bound to perform and observe the Owner's obligations herein so long as the Owner or the successors in title hold an interest in the Lands and all parties claiming through such owners and their respective heirs.

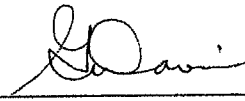
24. Words herein importing the singular number or the masculine gender only shall include more persons, parties or things of the same kind than one, and females or corporations as well as males, and the converse whenever the context requires.

In Witness whereof the parties have signed these presents as hereunder shown:

Execution Date
Y M D

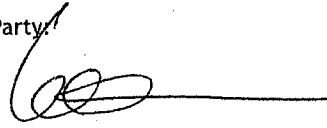
Officer:

Party:



(Solicitor)


07 8 15
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LAWRENCE CHAN

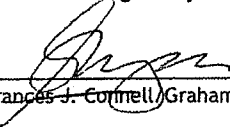
GAIL DAVIES
BARRISTER AND SOLICITOR
780-1333 WEST BROADWAY
VANCOUVER, B.C. V6H 4C1
604-736-6338 Ext. 223

CITY OF VANCOUVER by its
Authorized Signatory:



Doug Long, Solicitor ~~JEFF GREENBERG~~
453 West 12th Avenue
Vancouver BC V5Y 1V4
Tel: ~~604-871-6924~~ 871-6368

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Frances J. Connell/Graham P. Johnsen

Approved by By-law No. 9533

END OF DOCUMENT

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Heritage Revitalization Agreement
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END OF DOCUMENT

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 1695 Main Street**

After the public hearing on December 12, 2006, 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
July 24, 2012

1695 Main Street

yes

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-587 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 (534).

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

- (a) Dwelling Uses, limited to Multiple Dwelling;
- (b) Institutional Uses, limited to Child Day Care Facility, Social Service Centre, and Special Needs Residential Facility;
- (c) Live-Work Use;
- (d) Manufacturing Uses, limited to Bakery Products Manufacturing, Batteries Manufacturing, Clothing Manufacturing, Dairy Products Manufacturing, Electrical Products or Appliances Manufacturing, Food or Beverage Products Manufacturing - Class B, Furniture or Fixtures Manufacturing, Ice Manufacturing, Jewellery Manufacturing, Leather Products Manufacturing, Miscellaneous Products Manufacturing - Class B, Non-metallic Mineral Products Manufacturing - Class B, Plastic Products Manufacturing, Printing or Publishing, Rubber Products Manufacturing, Shoes or Boots Manufacturing, Software Manufacturing, Textiles or Knit Goods Manufacturing, Tobacco Products Manufacturing, and Wood Products Manufacturing - Class B;

- (e) Office Uses;
- (f) Parking Uses;
- (g) Retail Uses, but not including Gasoline Station - Full Serve, Gasoline Station - Split Island, Liquor Store, and Vehicle Dealer;
- (h) Service Uses, limited to Barber Shop or Beauty Salon, Bed and Breakfast Accommodation, Photofinishing or Photography Laboratory, Photofinishing or Photography Studio, Print Shop, Restaurant - Class 1, School - Arts or Self-Improvement, and School - Business;
- (i) Accessory Uses customarily ancillary to the uses listed in this section 2.2; and
- (j) Interim Uses not listed in this section 2.2, and accessory uses customarily ancillary to them, if:
 - (i) the Director of Planning or Development Permit Board considers that the interim use will be compatible with and not adversely affect adjacent development that either exists or that this By-law allows,
 - (ii) the Director of Planning or Development Permit Board is satisfied that the interim use is easily removable and is of low intensity or low in capital investment,
 - (iii) the Director of Planning or Development Permit Board is satisfied that there is no risk to the public from contaminated soils either on or adjacent to CD-1 (534), and
 - (iv) any development permit for an interim use has a time limit of three years.

Conditions of use

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

3.2 The design and lay-out of at least 25% of the dwelling units must:

- (a) be suitable for family housing;
- (b) include two or more bedrooms; and
- (c) comply with Council’s “High Density Housing for Families with Children Guidelines”.

- 3.3 All uses except dwelling uses must have direct access to grade.
- 3.4 Any development permit issued for live-work uses must stipulate as permitted uses:
- (a) dwelling units;
 - (b) general office, health care office, barber shop or beauty salon, photofinishing or photography studio, or artist studio - Class A; and
 - (c) dwelling unit combined with any uses set out in subsection (b).

Density

- 4.1 Computation of floor area must assume that the site consists of 4 123.6 m², being the site size at the time of the application for the rezoning evidenced by this By-law, and before any dedications.
- 4.2 The floor space ratio for all uses, combined, must not exceed 3.5.
- 4.3 Computation of floor space ratio must include:
- (a) all floors having a minimum ceiling height of 1.2 m, including earthen floor, both above and below ground, measured to the extreme outer limits of the building;
 - (b) stairways, fire escapes, elevator shafts, and other features which the Director of Planning considers similar, measured by their gross cross-sectional areas and included in the measurements for each floor at which they are located; and
 - (c) in the case of dwelling uses and live-work use, if the distance from a floor to the floor above or, in the absence of a floor above, to the top of the roof rafters or deck exceeds 4.3 m, an additional amount equal to the area of the floor area below the excess height, except for additional amounts that represent undeveloped floor areas beneath roof elements, which the Director of Planning considers to be for decorative purposes, and to which there is no means of access other than a hatch, residential lobbies, and mechanical penthouses.
- 4.4 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 exclusions must not exceed 8% of the residential floor area being provided;
 - (b) patios and roof gardens, if the Director of Planning first approves the design of sunroofs and walls;

- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, which are at or below base surface, except that the maximum exclusion for a parking space must not exceed 7.3 m in length;
- (d) undeveloped floor area located above the highest storey or half-storey with a ceiling height of less than 1.2 m, and to which there is no permanent means of access other than a hatch;
- (e) all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m² for a dwelling unit, there is to be no exclusion for any of the residential storage space above base surface for that unit;
- (f) amenity areas including day care facilities, recreation facilities, and meeting rooms except that the total area excluded must not exceed 1 000 m²; and
- (g) where a Building Envelope Professional as defined in the Building By-law has recommended exterior walls greater than 152 mm in thickness, the area of the walls exceeding 152 mm, but to a maximum exclusion of 152 mm thickness.

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

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

- (d) despite section 4.3(c), open to below spaces or double height volumes on the second storey units, if the location of the first floor is within 2 m of grade to a maximum of 15% of the floor area of the first floor of that unit, for residential and live-work units;
- (e) passive solar appurtenances to reduce solar gain; and
- (f) structures such as pergolas, trellises, and tool sheds which support the use of intensive green roofs and urban agriculture.

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

Building height

5.1 The building height, measured above base surface, and to the top of the roof slab above the uppermost habitable floor excluding parapet wall must not exceed 38 m.

5.2 Section 10.11 of the Zoning and Development By-law is to apply to this By-law, except that if:

- (a) in the opinion of the Director of Planning or Development Permit Board, higher structures such as elevator enclosures, stairwells, pergolas, trellises, or tool sheds that support the use of intensive green roofs or urban agriculture do not unduly harm the liveability and environmental quality of the surrounding neighbourhood; and
- (b) the Director of Planning or Development Permit Board first considers:
 - (i) all applicable policies and guidelines adopted by Council,
 - (ii) the submission of any advisory group, property owner, or tenant, and
 - (iii) the effects on public and private views, shadowing, privacy, and open spaces;

the Director of Planning or Development Permit Board may allow a greater height for any such structure.

Horizontal angle of daylight

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

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

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

6.4 If:

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

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

6.5 An obstruction referred to in section 6.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (534).

6.6 A habitable room referred to in section 6.1 does not include:

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

Parking, loading, and bicycle spaces

7. Any development or use of the site requires the provision and maintenance, in accordance with the requirements of, and relaxations, exemptions and mixed use reductions in the Parking By-law of off-street parking spaces, loading spaces, and bicycle spaces, all as defined under the Parking By-law.

Acoustics

8. All development permit applications require evidence in the form of a report and recommendations prepared by a person trained in acoustics and current techniques of noise measurement, demonstrating that the noise levels in those portions of dwelling units listed below do not exceed the noise level set opposite such portions. For the purposes of this section, the noise level is the A-weighted 24-hour equivalent (Leq) sound level and is defined simply as noise level in decibels.

Portions of dwelling units	Noise levels (Decibels)
Bedrooms	35
Living, dining, recreation rooms	40
Kitchen, bathrooms, hallways	45

Severability

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

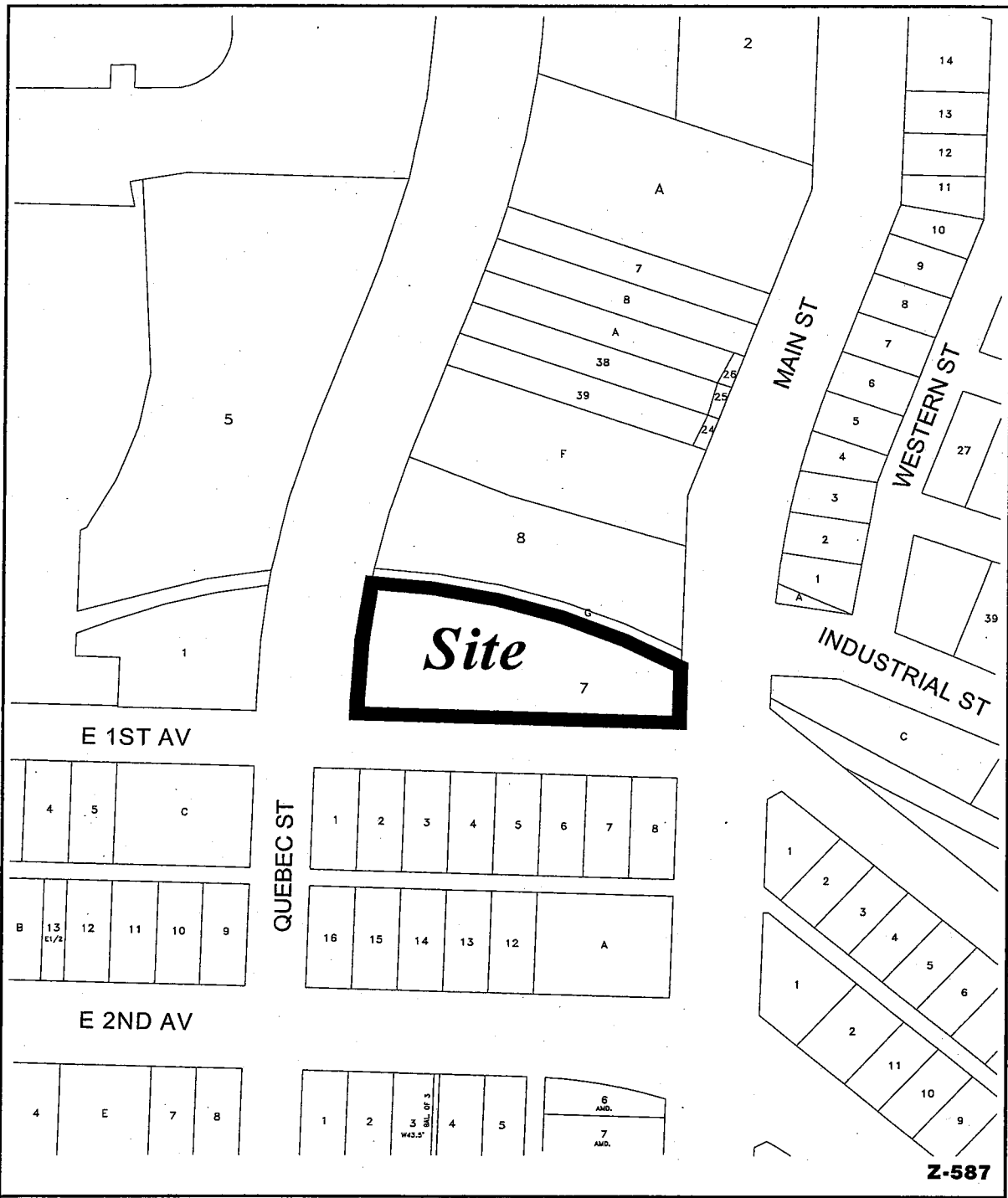
Force and effect

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

ENACTED by Council this day of , 2012

Mayor

City Clerk



Z-587

RZ - 1695 Main Street

map: 1 of 1

scale: NTS



City of Vancouver

date: Nov. 2006

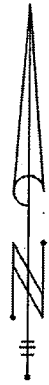
EXPLANATION**Street Name By-law No. 4054
Re: Nunavut Lane**

Enactment of the attached By-law will implement Council's resolution of July 24, 2012 to name the street as set out in the attached By-law.

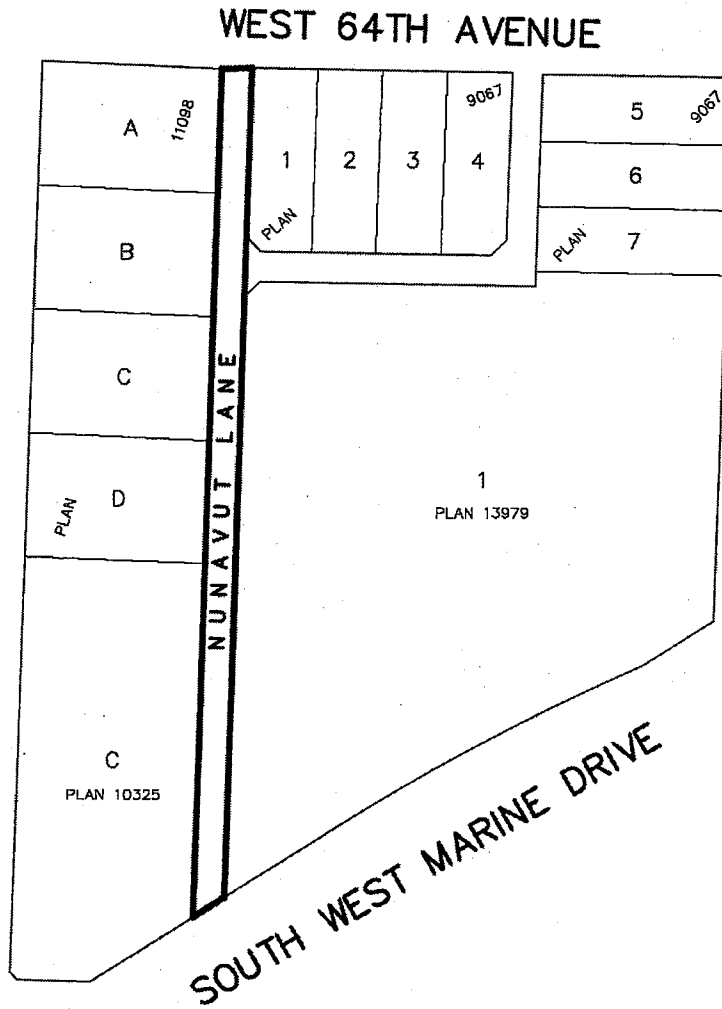
Director of Legal Services
July 24, 2012

PLAN TO ACCOMPANY A BY-LAW TO AMEND STREET NAME BY-LAW No. 4054

DRAWING NOT TO SCALE



CAMBIE STREET



EXPLANATION**Street Name By-law No. 4054
Re: Saskatchewan Lane**

Enactment of the attached By-law will implement Council's resolution of July 24, 2012 to name the street as set out in the attached By-law.

Director of Legal Services
July 24, 2012

uph

BY-LAW NO. _____

**A By-law to amend Street Name By-law No. 4054
regarding Saskatchewan Lane**

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

1. Council amends By-law No. 4054 by:
 - (a) assigning the name "Saskatchewan Lane" to that portion of public street outlined in bold black on the plan marginally numbered LF 11954, attached to and forming part of this By-law; and
 - (b) adding to the "Official Street Name Map of the City of Vancouver", which is the plan marginally numbered L325, attached to and forming part of By-law No. 4054, that portion of public street named "Saskatchewan Lane" located as shown on the plan marginally numbered LF 11954.
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2012

Mayor

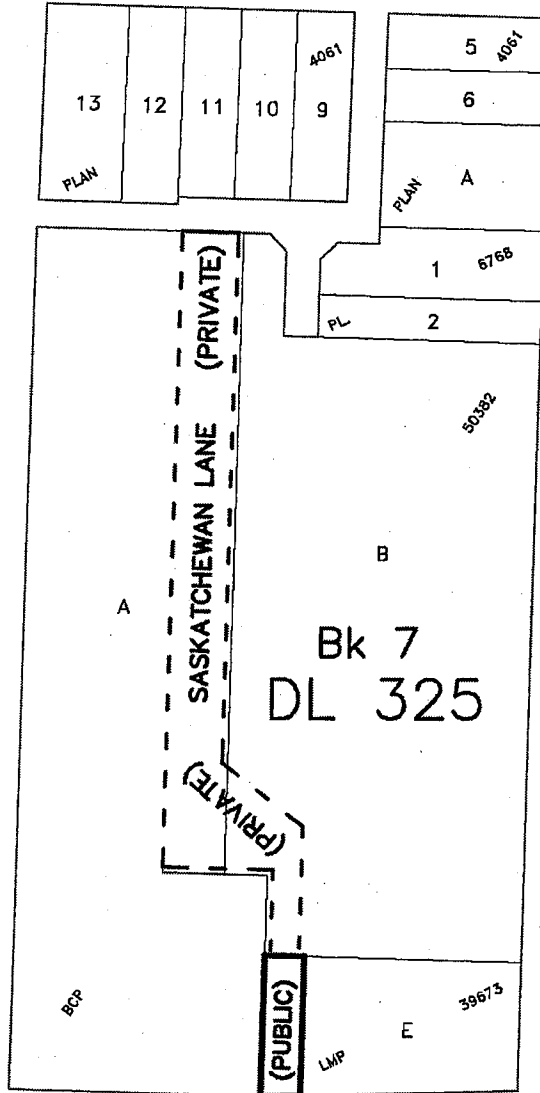
City Clerk

PLAN SHOWING PUBLIC & PRIVATE STREET NAME IN
LOTS A & B, BOTH OF BLOCK 7, D.L. 325,
PLAN BCP 50382.

DRAWING NOT TO SCALE



WEST 68TH AVENUE



WEST 70TH AVENUE



EXPLANATION**A By-law to amend CD-1 By-law No. 5091**

After a public hearing on October 18, 2011, Council approved amendments to CD-1 By-law 5091. The Director of Planning advises that all prior to conditions have been satisfied. Enactment of the attached By-law will implement this resolution.

Director of Legal Services
July 24, 2012

4500 Oak Street
Children's and Women's
Health Centre of British Columbia



BY-LAW NO. _____

A By-law to amend CD-1 By-law No. 5091

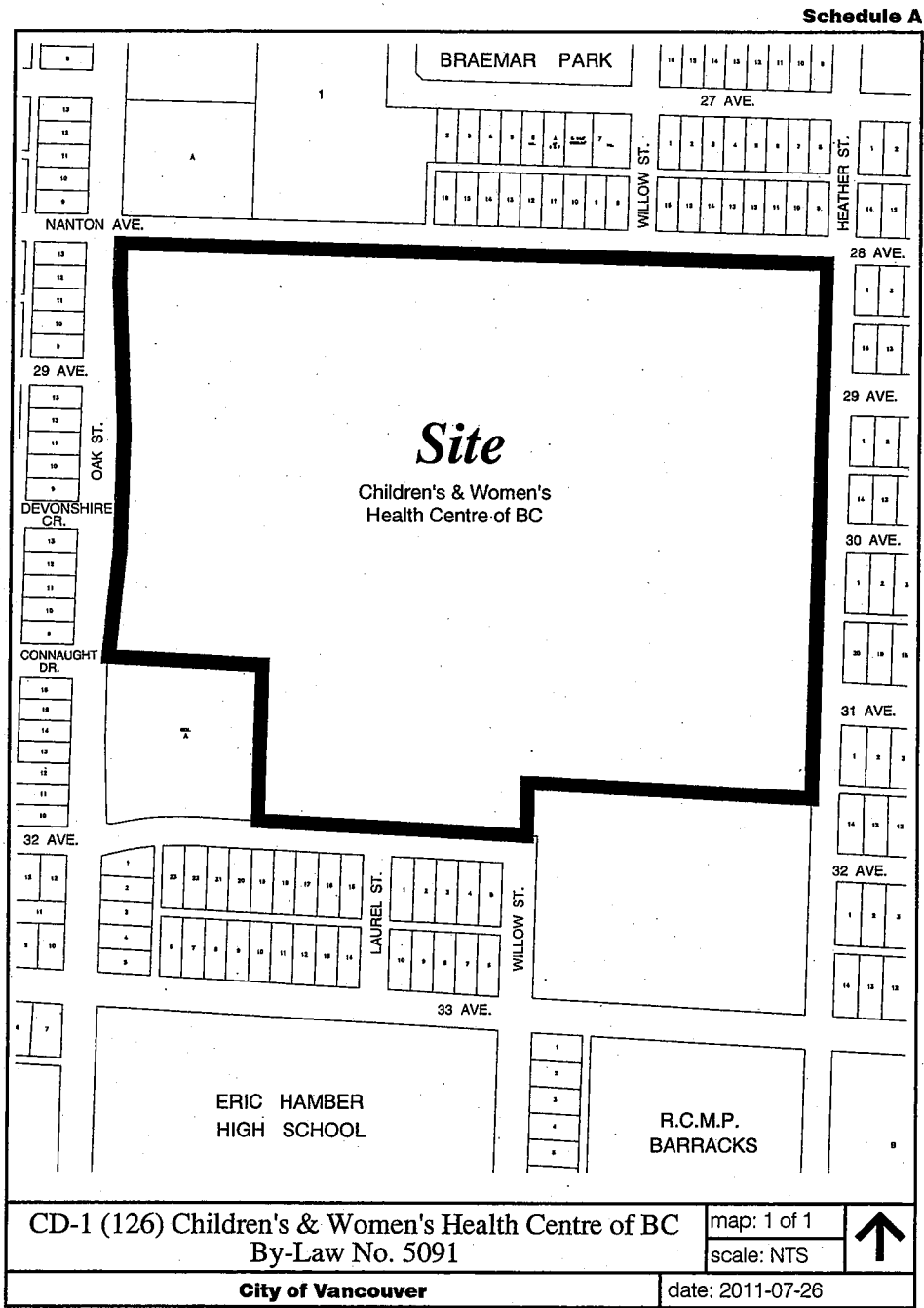
THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. This By-law amends the indicated provisions of By-law No. 5091.
2. Council repeals section 1, and substitutes:

“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 attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D to By-law No. 3575.”

3. Council strikes out Schedule D, and replaces it with Schedule A as follows:

“



”

4. In section 2.1, Council:

- (a) from subsection (c), strikes out “and”;
- (b) re-letters subsection (d) as subsection (e); and
- (c) after subsection (c), adds:
 “(d) Community Care Facility - Class B, and”

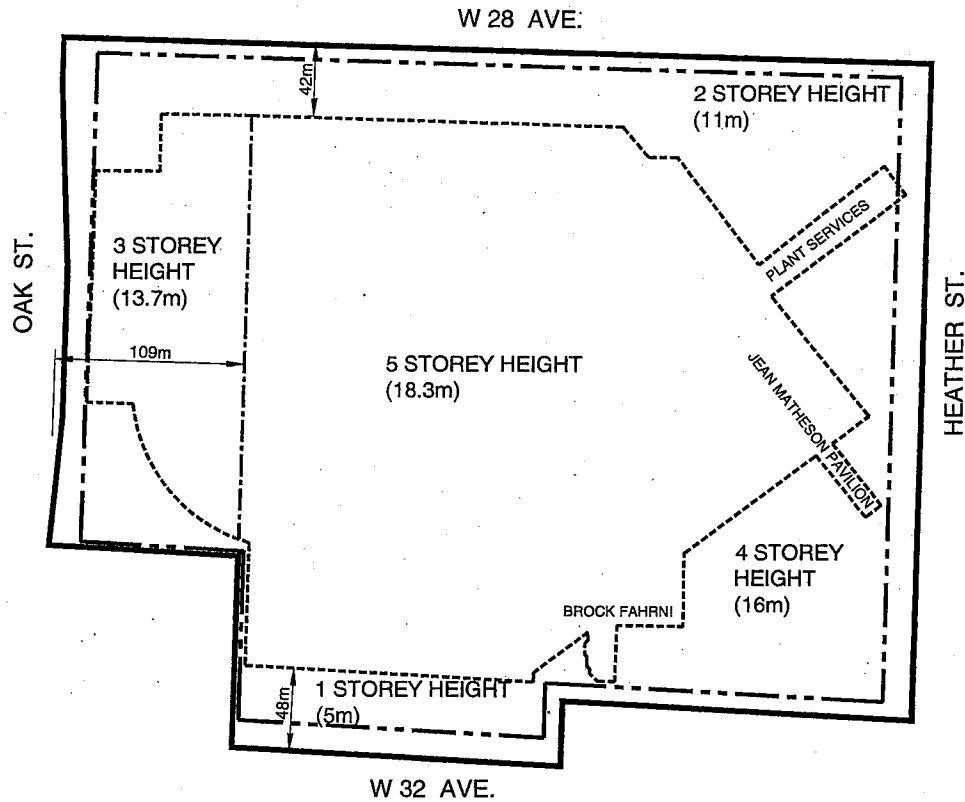
5. In section 3, Council:

- (a) re-numbers sections 3.1, 3.2, and 3.3 as 3.2, 3.3, and 3.4 respectively;
- (b) at the beginning of section 3, adds:
 “3.1 Computation of floor area must assume that the site consists of
 186 954 m².”;
- (c) in re-numbered section 3.4 (d), strikes out “day care facilities,”; and
- (d) repeals re-numbered section 3.4 (f), and substitutes:
 “(f) child day care facility.”

6. In section 4, Council:

(a) repeals section 4.1, and substitutes:

“4.1 Maximum building heights must conform with the following diagram:



4.2 Setbacks of buildings at or above grade must be at least:

- (a) 8.5 m from the north property line;
- (b) 17 m from the east property line;
- (c) 16 m from that portion of the south property line, which runs parallel to West 32nd Avenue;
- (d) 3 m from that portion of the south property line, northwest of the south property line referred to in subsection (c), which terminates adjacent to Oak Street;
- (e) 10 m from that portion of the south property line, northeast of the south property line referred to in subsection (c), which terminates adjacent to Heather Street; and
- (f) 18.2 m from the west property line.”

7. In section 5, Council:

(a) repeals section 5, and substitutes:

“5 Parking and Loading

- 5.1 Off-street parking, loading, and bicycle spaces must be provided, developed, and maintained, in accordance with the applicable provisions of the Parking By-law, except that a total minimum of 2120 off-street parking spaces must be provided as follows:
- a minimum of 1797 spaces must be provided for Phases 1 and 2;
 - a minimum of 1966 spaces must be provided for Phase 3; and
 - the total minimum of 2120 spaces must be provided by Phase 4.
- 5.2 The required minimum parking and passenger drop-off spaces for the child daycare shall be provided at a rate of 1 passenger drop-off space per 8 children in attendance, and an additional 2 parking spaces for staff. These spaces are in addition to the minimum parking required of the project.
- 5.3 For the purpose of calculating parking for the Ronald McDonald House, a bunk bed shall be counted as one bed.
- 5.4 The Director of Planning, on the advice of the City Engineer, may relax parking requirements for Phases 3 and 4, once the hospital has implemented traffic management measures, and reduced parking demands are evident, primarily based on a reduction in car drivers and employment numbers.”

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

ENACTED by Council this _____ day of _____, 2012

Mayor

City Clerk

EXPLANATION

**A By-law to amend the Zoning and Development By-law
Re: 8018 - 8150 Cambie Street**

After the public hearing on March 26, 2012, 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
July 24, 2012

8018 - 8150 Cambie 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-643 (a) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D, to By-law No. 3575.

Definitions

2. The definitions in the Zoning & Development By-law apply to this By-law except that:

“Geodetic Datum” means the current vertical reference surface adopted and used by the City of Vancouver.

Uses

3.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (535).

3.2 Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (535), 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, and Theatre;
- (b) Dwelling Uses;
- (c) Institutional Uses;
- (d) Live-Work Use, except that such use is only permitted at grade;
- (e) Office Uses;

- (f) Retail Uses, limited to Farmers' Market, Grocery or Drug Store, Liquor Store, Retail Store, Secondhand Store, and Small-scale Pharmacy;
- (g) 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, and Restaurant; and
- (h) Accessory Uses customarily ancillary to the uses listed in this section 3.2.

Conditions of Use

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

4.2 Dwelling units must be at least 37 m², measured from the inside of the outer walls of the dwelling unit, except that the Director of Planning may permit a floor area of no less than 29.7 m² for dwelling units located in the first seven storeys of a building.

4.3 The design and lay-out of at least 25 percent of the dwelling units must:

- (a) be suitable for family housing;
- (b) include two or more bedrooms; and
- (c) comply with Council's "High Density Housing for Families with Children Guidelines".

4.4 Live-Work uses are only permitted at grade.

4.5 Any development permit issued for Live-Work uses must stipulate as permitted uses:

- (a) Dwelling Units;
- (b) General Office, Healthcare Office, Barber Shop or Beauty Salon, Photofinishing or Photography Studio, or Artist Studio-Class A; and
- (c) Dwelling Unit combined with any uses set out in subsection (b).

4.6 All commercial uses permitted by this By-law must be carried on wholly within a completely enclosed building except for:

- (a) Farmers' Market;
- (b) Restaurant;
- (c) Neighbourhood Public House; and

- (d) display of plants, flowers, fruit and vegetables in conjunction with a permitted use.

Density

5.1 Computation of floor area must assume that the site consists of 6 507 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 area for all uses must not exceed 37 775 m².

5.3 Computation of floor space ratio must include all floors of all buildings, 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 buildings.

5.4 Computation of floor space ratio must exclude:

- (a) open residential balconies, sundecks or porches, and any other appurtenances, which in the opinion of the Director of Planning are similar to the foregoing, except that:
 - (i) the total area of all such exclusions must not exceed 12 percent of the residential floor area; and
 - (ii) no enclosure of balconies is permissible for the life of the building.
- (b) patios and roof gardens, only if the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, which are at or below base surface, except that the exclusion for a parking space must not exceed 7.3 m in length;
- (d) all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m² for a dwelling unit, there will be no exclusion for any of the residential storage space above base surface for that unit.

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

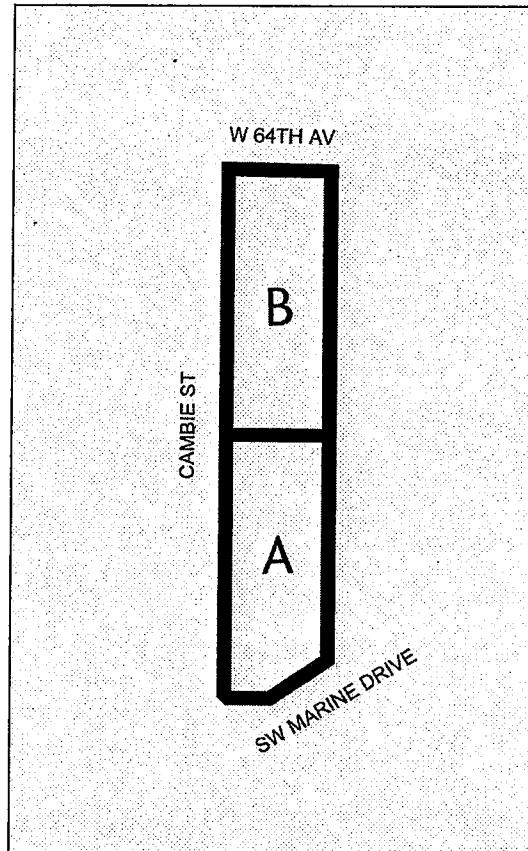
- (a) amenity areas, except that the exclusion must not exceed, in aggregate, the lesser of 20 percent of permitted floor area or 929 m²; and
- (b) up to 220 m² for each residential unit combined with and forming an integral part of an Artist Studio.

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

Sub-areas

6. The site is to consist of 2 sub-areas approximately as illustrated in Figure 1, solely for the purpose of height calculation.

Figure 1 - Sub-Areas



Building height

7.1 Building height on the site must be measured in metres referenced to Geodetic Datum.

7.2 Building height, measured from the top of the roof slab above the uppermost habitable floor, excluding parapet wall, must not exceed the maximum heights set out on the table below.

Sub-area	Maximum building height
A	100.90 m
B	85.65 m

7.3 The Director of Planning may permit a greater height than otherwise permitted by section 7.2, to a maximum additional height of 7.6 m, for:

- (a) mechanical appurtenances such as elevator machine rooms;
- (b) access and infrastructure required to maintain green roofs, urban agriculture, or roof-mounted energy technologies including solar panels and wind turbines;
- (c) decorative roof and enclosure treatments which, in the opinion of the Director of Planning, enhance the appearance of the building and integrate mechanical appurtenances; and
- (d) similar items,

if the Director of Planning first considers:

- (i) their location and size in relation to views, overlook, shadowing and noise impacts, and
- (ii) all applicable Council policies and guidelines.

Horizontal Angle of Daylight

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

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

8.3 Measurement of the plane or planes, referred to in section 8.2, must be horizontally from the centre of the bottom of each window.

8.4 If:

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

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

- 8.5 An obstruction referred to in section 8.2 means:
- (a) any part of the same building, including permitted projections; or
 - (b) the largest building permitted under the zoning on any site adjoining CD-1 (535).
- 8.6 A habitable room referred to in section 8.1 does not include:
- (a) a bathroom; or
 - (b) a kitchen, whose floor area is the lesser of:
 - (i) 10% or less, of the total floor area of the dwelling unit, or
 - (ii) 9.3 m².

Acoustics

9. All development permit applications require evidence in the form of a report, and recommendations prepared by a person trained in acoustics and current techniques of noise measurement, demonstrating that the noise levels in those portions of dwelling units listed below, do not exceed the noise level set opposite such portions. For the purposes of this section, the noise level is the A-weighted 24-hour equivalent (Leq) sound level, and is defined simply as noise level in decibels.

Portions of dwelling units	Noise levels (Decibels)
Bedrooms	35
Living, dining, recreation rooms	40
Kitchen, bathrooms, hallways	45

Severability

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

Force and effect

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

ENACTED by Council this day of , 2012

Mayor

City Clerk



The properties outlined in black (**█**) are rezoned:
From **C-1/RT-1** to **CD-1**

Z-643 (a)

RZ - 8018-8150 Cambie Street

map: 1 of 1

scale: NTS



City of Vancouver

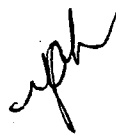
date: 2012-03-09

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 675 - 691 East Broadway**

After the public hearing on June 22, June 24 and July 6, 2010, Council resolved on July 20, 2010 to amend the Zoning and Development By-law to create a CD-1 by-law for 675 - 691 East Broadway. The Director of Planning advises that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 24, 2012

675 - 691 East Broadway

 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-622(e) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D to By-law No. 3575.

Definitions

2. Words used in this By-law shall have the meaning assigned to them in the Zoning and Development By-law and section 2 of the Parking by-law except that, in this By-law, "base surface" means the base surface calculated from the official established building grades.

Uses

3.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (536).

3.2 Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (536) and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Dwelling Uses, limited to Dwelling Units and Seniors Supportive or Assisted Housing, in conjunction with any of the uses listed in this section 3.2;
- (b) Cultural and Recreational Uses;
- (c) Institutional Uses, limited to Social Service Centre, and Community Care Facility - Class B and Group Residence;
- (d) Retail Uses;
- (e) Service Uses;
- (f) Office Uses;

- (g) Parking Uses; and
- (h) Accessory Use customarily ancillary to any use permitted by this section 3.2.

Conditions of use

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

Density

5.1 Computation of floor space ratio must assume that the site consists of 2 245 m², being the site size at the time of enactment of the rezoning evidenced by this By-law, and before any dedications.

5.2 The floor space ratio for all uses must not exceed 2.86.

5.3 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.

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

- (g) floor space for a social service center, public, social or recreational facility, in respect of which the Province of British Columbia, an agency of the Province, a non-profit society, or the city has an interest registered by way of charge in the Vancouver/New Westminster Land Title Office, and which the Province, an agency of the Province, a non-profit society, or the city operates;
- (h) where a Building Envelope Professional as defined in the Building By-law has recommended exterior walls greater than 152 mm in thickness, the area of the walls exceeding 152 mm, but to a maximum exclusion of 152 mm thickness, except that this clause shall not apply to walls in existence prior to March 14, 2000; and
- (i) with respect to exterior:
 - (i) wood frame construction walls greater than 152 mm thick that 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 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 per cent of the residential floor area being provided, and
 - (ii) enclosure of the excluded balcony floor area must not exceed 50 per cent;
- (b) windows recessed into the building face to a depth of no more than 160 mm, except that the Director of Planning or Development Permit Board may allow a greater depth in cases where it improves building character;

- (c) unenclosed outdoor areas at grade level underneath building overhangs, if:
 - (i) the Director of Planning or Development Permit Board first considers all applicable policies and guidelines adopted by Council and approves the design of any overhangs, and
 - (ii) the area of all overhang exclusions does not exceed 1 per cent of the residential floor area being provided;
- (d) open to below spaces or double height volumes on the second storey units if the location of the first floor is within 2 m of grade to a maximum of 15 per cent of the floor area of the first floor of that unit for residential units;
- (e) features generally on the westerly facades of buildings to reduce solar gain, which may be in the form of french balconies and horizontal extensions; and
- (f) trellises and other garden structures which support the use of intensive green roofs or urban agriculture.

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

Height

6. The building height, measured above the base surface and to the top of the roof slab above the uppermost habitable floor excluding parapet wall, must not exceed 32 m.

Parking, loading, and bicycle parking

7. Any development or use of the site requires the provision, development, and maintenance, in accordance with the requirements of, and relaxations, exemptions and mixed use reductions in, the Parking By-law, of off-street parking, loading, and bicycle parking, except that:

- (a) parking for dwelling units used as non market social housing must be provided at the rate of least 0.1 parking space for each bedroom;
- (b) parking for dwelling units used as market rental housing must be provided in accordance with section 4.5B of the Parking By-law; and
- (c) for non residential uses, there must be:
 - (i) at least one parking space for each 145 m² of gross floor area for the first 290 m² of gross floor area,
 - (ii) at least one additional parking space for each additional 115 m² of gross floor area, and

- (iii) not more than one parking space for each 70 m² of gross floor area.

Acoustics

8. All development permit applications require evidence in the form of a report and recommendations prepared by a person trained in acoustics and current techniques of noise measurement, demonstrating that the noise levels in those portions of dwelling units listed below do not exceed the noise level set opposite such portions. For the purposes of this section, the noise level is the A-weighted 24-hour equivalent (Leq) sound level and is defined simply as noise level in decibels.

Portions of dwelling units	Noise levels (Decibels)
Bedrooms	35
Living, dining, recreation rooms	40
Kitchen, bathrooms, hallways	45

Severability

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

Force and effect

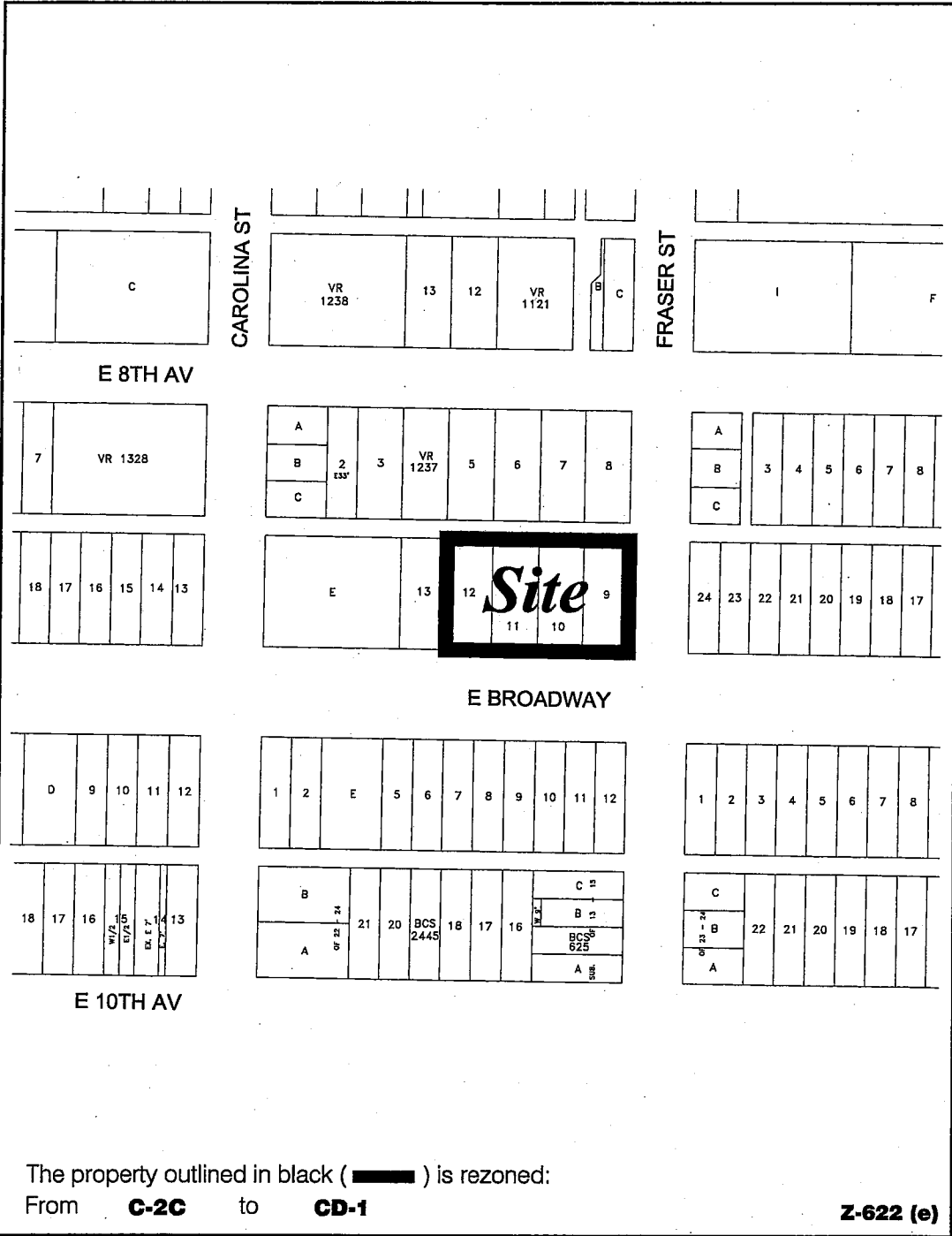
10. This By-law is to come into force and take effect on the date of its enactment.


ENACTED by Council this _____ day of _____, 2012

Mayor


City Clerk

Schedule A



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

Z-622 (e)

RZ - 675-691 East Broadway	map: 1 of 1	
	scale: NTS	
City of Vancouver	date: 2010-05-27	

EXPLANATION

**Authorization to enter into a Housing Agreement
Re: 1075 Burnaby Street**

The Director of Planning, approved DE 414065 on May 31, 2011 permitting the renovation of the building at 1075 Burnaby Street and to increase the number of residential units within it from 20 to 45, together with related amenity and common spaces, such units to be used only for rental housing purposes for 60 years or the life of the Building, whichever is longer. This followed enactment on May 17, 2011 of City of Vancouver By-law No. 10261 to approve a Housing Agreement in respect of the same and registration of that Housing Agreement on title to these lands as of May 19, 2011 under numbers BB1757308 and BB1757309.

The Owner thereafter applied pursuant to development permit application number DE 415668, to further increase the number of residential units in the building from 45 to 53. The Director of Planning has approved in principle that application subject to the Owner entering into a Housing Agreement securing all 53 units at 1075 Burnaby Street as rental for 60 years or the life of the building, and subject to Council approval of such an Agreement, prior to issuance of the Development Permit. This Housing Agreement is consistent with the provisions of the Rental Housing Stock Official Development Plan By-law for replacement rental housing. This Housing Agreement has been accepted and signed by the applicant, and the City now seeks enactment of the same as a by-law as contemplated by section 565.2 of the *Vancouver Charter*. Enactment of the attached By-law will complete the process to implement the Director of Planning's condition for a Housing Agreement.

Director of Legal Services
July 24, 2012

1075 Burnaby Street



BY-LAW NO. _____

**A By-law to approve a Housing Agreement
for 1075 Burnaby 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: 028-581-946
Lot 1 Block 11
District Lot 185 Group 1
New Westminster District Plan BCP48052

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 _____, 2012

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 9 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)
028-581-946

(LEGAL DESCRIPTION)
Lot 1 Block 11 District Lot 185 Group 1 New Westminster
District Plan BCP48052

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant	Entire Instrument	Transferee
Priority Agreement granting the above Section 219 Covenant priority over Mortgage CA2474238 and Assignment of Rents CA2474239	Page 9	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):*

0864564 B.C. LTD. (Incorporation No. 0864564)
PROSPERA CREDIT UNION (incorporation No. F1147) (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)	12			0864564 B.C. LTD. by its authorized signatories: Name: _____ Name: _____
<hr/> Stephen F. Hayward Solicitor 453 West 12 th Avenue Vancouver, BC, V5Y 1V4 Tel: 604-873-7714	12			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

Y	M	D
12		

Party(ies) Signature(s)

PROSPERA CREDIT UNION by its
authorized signatories:

Name:

Name:

(Solicitor) (as to both signatures)

OFFICER CERTIFICATION:

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

TERMS OF INSTRUMENT - PART 2

WHEREAS:

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

- (i) the Transferor, 0864564 B.C. Ltd., 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 owner of the Lands; and

C. The Owner applied pursuant to development permit application number DE 414065, to renovate the building on the Lands to increase the number of residential units within it from 20 to 45, together with related amenity and common spaces, such units to be used only for rental housing purposes for 60 years or the life of the Building, whichever is longer, and following enactment on May 17, 2011 of City of Vancouver By-law No. 10261 to approve a housing agreement in respect of the same, a housing agreement was registered on title to the Lands as of May 19, 2011 under numbers BB1757308 and BB175709 (the "Original Housing Agreement"); and

D. The Owner thereafter applied pursuant to development permit application number DE 415668, to further increase the number of residential units in the Building from 45 to 53, together with related amenity and common spaces (the "Development"), and the City has agreed subject, *inter alia*, to the Owner entering into an amended housing agreement with the City requiring the Lands, the Building and the Dwelling Units to be used only for rental housing purposes for 60 years or the life of the Building, whichever is longer.

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) "Building" means all structures to be renovated or built on the Lands as contemplated by the Development Permit, and includes any replacement building on the Lands;
- (c) "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;

- (d) "Development Permit" means the development permit given by the City to enable the development of the Lands pursuant to development permit application number DE 414065, as supplemented by development permit application number DE415668, as the same may be amended or further supplemented from time to time;
- (e) "Dwelling Units" means the 53 residential units to be constructed in the Building as part of the Development, and "Dwelling Unit" means any one of them, and includes any and all dwelling units constructed in a replacement building on the Lands;
- (f) "*Land Title Act*" means the *Land Title Act*, R.S.B.C. 1996, c. 250, and amendments thereto and re-enactments thereof;
- (g) "Lands" means the parcel described in Item 2 in the Form C attached hereto;
- (h) "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
- (i) "Owner" means 0864564 B.C. Ltd., and includes any and all of the its respective assigns and successors as registered or beneficial owner of the Lands or any part thereof;
- (j) "Rental Housing" means a dwelling unit which shall not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public, at arms length, for use as rental accommodation 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;
- (k) "Term" means the term of this Agreement being the life of the Building or 60 years, whichever is longer; and
- (l) "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 agrees that:

- (a) the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will renovate the Building as contemplated by the Development Permit, and following completion of such renovation, the Dwelling Units will be only be used throughout the Term for the purpose of providing Rental Housing;

- (c) 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;
 - (d) it will not suffer, cause or permit the Building 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;
 - (e) that any sale of a Dwelling Unit in contravention of the covenant in section 2(c), and any subdivision of the Building or any part thereof, in contravention of the covenant in Section 2(d), 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;
 - (f) 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 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
 - (g) 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. Record Keeping. The Owner will keep accurate records pertaining to the use of the Building and Dwelling Units as stipulated in Section 2 above, such records to be to the satisfaction of the City. At the request of the City, from time to time, the Owner shall make these records available for inspection and copying by the City.
4. 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.
5. 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 injury, loss, damage or expense 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.
6. 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:

0864564 B.C. Ltd.
10th Floor, 595 Howe Street
Vancouver, British Columbia
V6C 2T5

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.

7. 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(e) and 2(f).

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Discharge of Original Housing Agreement. Upon full registration of the section 219 covenant contained in this Agreement and the notification of housing agreement by-law to the registrar of the applicable Land Title Office, the City will execute a discharge of the notice of housing agreement by-law BB1760411 and covenant BB1757308 which this Agreement will supersede and replace; PROVIDED, HOWEVER, that:

- (a) the City will have no obligation to execute such discharges until a written request therefor from the Owner has been received by the City, which request will include the form of discharges in registrable form;
- (b) the cost of preparation of such discharges and the cost of registration of same in the LTO will be paid by the Owner; and
- (c) the City will have a reasonable time within which to execute such discharges and return the same to the Owner for registration.

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) “Existing Charges” means the Mortgage registered under number CA2474238 and Assignment of Rents number CA2474239;
- (b) “Existing Chargeholder” means Prospera Credit Union;
- (c) “New Charges” 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:

- (i) consents to the Owner 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 Charges in the same manner and to the same effect as if the Owner had granted the New Charges, 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

**Authorization to enter into a Housing Agreement
Re: 1265 - 1281 Howe Street and 803 - 821 Drake Street**

After the public hearing on April 16, 2012, Council approved a recommendation and passed a resolution that a Housing Agreement for 1265 - 1281 Howe Street and 803 - 821 Drake Street, on terms satisfactory to the Managing Director of Social Development and the Director of Legal Services, be entered into by the City and the land owner prior to enactment of the CD-1 By-law. Such a Housing Agreement has been accepted and signed by the applicant, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the *Vancouver Charter*. Enactment of the attached By-law will complete the process to implement that resolution, and authorize the City to enter into that Housing Agreement with the land owner.

Director of Legal Services
July 24, 2012

1265 - 1281 Howe Street
and 803 - 831 Drake Street



BY-LAW NO. _____

**A By-law to enact a Housing Agreement
for 1265 Howe 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: 007-979-789	Lot A, Block 101, District Lot 541, Plan 1244
PID: 014-911-205	Lot B, Block 101, District Lot 541, Plan 1244
PID: 014-911-221	Lot C, Block 101, District Lot 541, Plan 1244
PID: 014-911-230	Lot D, Block 101, District Lot 541, Plan 1244
PID: 015-478-092	Lot 22, Block 101, District Lot 541, Plan 210
PID: 011-961-279	Lot 23, Block 101, District Lot 541, Plan 210
PID: 011-858-826	Lot A, Block 101, District Lot 541, Plan 210
PID: 012-008-362	Lot 26, Block 101, District Lot 541, Plan 210
PID: 012-008-371	Lot 27, Block 101, District Lot 541, Plan 210
PID: 012-008-389	Lot 28, Block 101, District Lot 541, Plan 210

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 , 2012

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 11 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)
No PID	[Need legal for consolidated lot]

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant	Entire Instrument	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):*

HOWE STREET DEVELOPMENTS GENERAL PARTNER LTD. (Incorporation No. 0348594)

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

CITY OF VANCOUVER, 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)	12			HOWE STREET DEVELOPMENTS GENERAL PARTNER LTD. by its authorized signatories: <hr/> Name: <hr/> Name:
<hr/> Jean F. Billing Barrister & Solicitor 453 West 12th Avenue Vancouver, B.C. V5Y 1V4 Tel. 604-873-7694	12			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.

TERMS OF INSTRUMENT - PART 2**HOUSING AGREEMENT
1265 - 1281 HOWE STREET and 803-821 DRAKE STREET****Introduction**

- A. It is understood and agreed that this instrument and Agreement, will be read as follows:
- (i) the transferor, Howe Street Developments General Partner Ltd., is called the "Owner" as more particularly defined in Section 1.1; and
 - (ii) the Transferee, City of Vancouver, is called the "City" when referring to corporate entity and "City of Vancouver" when referring to geographic location;
- B. The Owner is the registered owner of the Lands; and
- C. The Owner made an application to rezone the Lands to CD-1 (Comprehensive Development) District and after a public hearing to consider the Rezoning, the Rezoning application was approved by City Council, subject to, among other things, fulfilment of the condition that, prior to enactment of the Rezoning By-law, the Owner will, at no cost to the City,

"Execute an agreement to secure the designated 20 rental dwelling units through an air space plan by way of a Housing Agreement for 60 years or the life of the building whichever is greater, and subject to a non-stratification and no-separate-sales covenant registered on title and subject to such rental dwelling units being rented for a term of not less than one month, on terms satisfactory to the Director of Legal Services and the Managing Director of Social Development."

Note to Applicant: This Housing Agreement will be entered into by the City by by-law pursuant to Section 565.2 of the Vancouver Charter.

Note to Applicant: The air space parcel plan for the 20 units must be in one air space parcel and may not be further subdivided.

Consideration

THEREFORE in consideration of the sum of ten dollars (\$10.00) now paid by the City and the Owner to each other and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) pursuant to Section 565.2 of the *Vancouver Charter* it is agreed as follows:

Terms of Agreement

1. **DEFINITIONS.** The terms defined in this Section 1 for all purposes of this Agreement, unless specifically provided in this Agreement, will have the following meanings hereinafter specified. The defined terms are:

- (a) **"Agreement"** means this housing agreement and building use covenant, including the foregoing recitals;
- (b) **"Building"** means:
 - (i) any building or structure used, occupied or constructed on the Lands at any time following the date this Agreement is fully executed and includes any portion of such building or structure; and
 - (ii) any existing building or structure on the Lands;
 that the Director determines is not installed on an interim or temporary basis;
- (c) **"City Personnel"** means the City's elected officials, officers, employees, contractors, subcontractors, agents, licensees, invitees, and permittees;
- (d) **"Director of Legal Services"** means the chief administrator from time to time of the Legal Services Department of the City and her successors in function and their respective nominees;
- (e) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c. 250, and amendments thereto and re-enactments thereof;
- (f) **"Lands"** means the parcel of land situated in the City of Vancouver, Province of British Columbia described in Item 2 of the General Instrument Part I and includes any parcel into which such land is consolidated or further subdivided;
- (g) **"LTO"** means the land title office for the jurisdiction in which the Lands are situate;
- (h) **"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;
- (i) **"Occupancy Permit"** means a permit issued by the City authorizing the use and occupation of any Building, development or partial development on the Lands;
- (j) **"Owner"** means the Transferor, Howe Street Developments General Partner Ltd. and includes any and all of its respective assigns and successors as registered or beneficial owner of the Lands or any part thereof;

- (k) **"Rental Purposes"** means the use of a Rental Unit (which will not be occupied by the registered or beneficial owner of same but which is made available by such owner to the general public, at arm's length) for residential accommodation only and for a period of not less than one (1) month in accordance with this Agreement, reasonable prudent landlord-tenant practices for rental residential accommodation and any and all law applicable thereto, including without limitation, residential tenancy and human rights legislation in British Columbia;
- (l) **"Rental Unit Parcel"** has the meaning set out in Section 3(a);
- (m) **"Rental Units"** means the twenty (20) new residential dwelling units to be constructed in the Rental Unit Parcel in the Building, as contemplated by the Rezoning, and includes any and all such dwelling units constructed in a replacement building on the Lands;
- (n) **"Rezoning"** means the rezoning of the Lands to CD-1 (Comprehensive Development) District pursuant to the Rezoning By-law;
- (o) **"Rezoning By-law"** means the rezoning by-law relating to the Lands as described in Clause C;
- (p) **"Term"** means the period from the date this Agreement is registered in the LTO until the date which is 60 years from the date on said registration or the life of the Building whichever is greater; and
- (q) **"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 agrees that:

- (a) the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) the Rental Units will be used throughout the Term for Rental Purposes only;
- (c) it will not suffer, cause or permit, beneficial or registered title to any Rental Unit to be sold or otherwise transferred individually or jointly with one or more other Rental Units unless beneficial or registered title to all of the Rental Units 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;
- (d) throughout the Term, subject to Section 3, it will not suffer, cause or permit the Building 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;

- (e) that any sale of a Rental Unit in contravention of the covenant in Section 2(c), and any subdivision of the Building or any part thereof, in contravention of the covenant in Section 2(d), 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;
- (f) it will construct in accordance with any development and building permit issued pursuant thereto and will keep and maintain the Rental Units 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
- (g) 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;

and the Owner covenants and agrees that:

- (h) enactment of the Rezoning By-law is full and fair compensation for the restrictions set out in this Agreement and the Owner waives and renounces all claims for further or other compensation by reason of this Agreement.

3. SUBDIVISION OF THE BUILDING. 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 Rental Units and any related common areas (the "Rental Unit Parcel"), or any further or other subdivision of that part of the Building which contains the other units by deposit of a strata plan; and
- (b) following such a subdivision and the issuance of a final occupancy permit for the Rental 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 Rental 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 Rental 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 Rental 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 suffer or permit the occupation of any Building or any part thereof and will take no action, directly or indirectly, to compel the issuance of an Occupancy Permit for any Building or any part thereof; 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 each of the Rental Units; and

- (b) without limiting the general scope of this Section 4, 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 of the Building and Rental Units as stipulated in Section 2 above, such records to be to the satisfaction of the City. At the request of the City, from time to time, the Owner will make these records available for inspection and copying by the City.

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 will be entitled to court costs on a solicitor and own client basis.

7. **INDEMNITY AND RELEASE.** The Owner hereby:

- (a) releases and discharges the City and City Personnel from and against all liabilities, actions, statutory or other proceedings, judgments, investigations, claims, losses, loss of profits, damages, including indirect and consequential damages, fines,

penalties, costs and legal costs which may arise or accrue to the Owner by reason of the City or City Personnel exercising any of its rights under this Agreement; and

- (b) agrees to indemnify and save harmless the City and City Personnel from and against all liabilities, actions, statutory or other proceedings, judgments, investigations, claims, losses, loss of profits, damages, including indirect and consequential damages, fines, penalties, costs, and legal costs on a solicitor and own client basis which the City or City Personnel may suffer or incur arising whether directly or indirectly out of any default by the Owner, or the Owner's officials, officers, employees, or agents, or any other person for whom it is legally responsible, in observing or performing the Owner's obligations under this Agreement or that would not have been incurred "but for" this Agreement.

The indemnity provided in this Section 7 will be an integral part of this Section 219 Covenant continued in this Agreement. The release and indemnification provisions contained in this Agreement will survive the discharge or termination of this Agreement.

8. NOTICES. Any notice, approval or request required or permitted to be given under this Agreement will be in writing and may be given by delivering such notice, approval or request to a representative of the party for whom it is intended, either by personal delivery or by facsimile transmission, or by mailing such notice, approval or request by prepaid registered mail from any post office in British Columbia and in the case of the Owner, addressed to it at:

in the case of the Owner at:

Howe Street Developments General Partner Ltd.
500 - 889 West Pender Street
Vancouver, British Columbia V6C 3B2

Attention: _____

Fax No.: _____

in the case of the City addressed to it at:

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

Attention: City Clerk

Fax No.: 604.873.7419

with a concurrent copy to the Director of Legal Services, Fax No. 604.873.7445;

or at such other address as the parties may from time to time advise by notice in writing. Any

such notice, approval or request will be deemed to have been received on the date of delivery of such notice, approval or request, on the first business day following a receipted facsimile transmission if sent by facsimile, or, on the third business day next following the date of such mailing if mailed as aforesaid, provided that if mailed should there be, between mailing and the actual receipt of such notice, approval or request, a mail strike, slowdown or other labour dispute which might affect the delivery of such notice, approval or request, such notice, approval or request will only be effective if actually delivered.

9. MISCELLANEOUS

- (a) **Breach by Owner.** The Owner agrees that damages may be an inadequate remedy for the City for any breach by the Owner of its obligations under this Agreement and the Owner agrees that the City is entitled to seek and obtain an order for specific performance, or a prohibitory or mandatory injunction, in order to compel performance by the Owner of its obligations under this Agreement.
- (b) **No Derogation.** 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* 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 Lands and Building as if this Agreement had not been executed and delivered by the Owner and the City.
- (c) **Owner's Representations and Warranties.** The Owner represents and warrants to and covenants and agrees with the City that:
 - (i) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interest in land created hereby; and
 - (ii) this Agreement will be fully and completely binding upon the Owner in accordance with the terms hereof and the Owner will perform all of its obligations under this Agreement in accordance with the terms hereof.
- (d) **City's Costs.** In any action to enforce this Agreement in which any Court determines that the position of the City will prevail, the City will be entitled to court costs on a solicitor/client basis.
- (e) **Interpretation.** The following provisions will apply to this instrument:
 - (i) the laws of British Columbia are to govern its interpretation and enforcement;
 - (ii) each of the City and Owner accepts the jurisdiction of the courts of British Columbia;

- (iii) if a court finds any provision invalid, illegal, or unenforceable, and severs it from the remainder of this instrument, the remaining provisions are to remain in force and effect;
 - (iv) time will be of the essence, and if the City or Owner expressly or impliedly waives that requirement, the City or Owner may re-instate it by delivering notice to the other;
 - (v) waiver of a default by the City or Owner or failure or delay by the City or Owner in exercising a right or remedy does not mean that the City or Owner waives any other default or that the City or Owner has waived its right to exercise such right or remedy;
 - (vi) no amendment is to have any force or effect unless the City and Owner have signed it;
 - (vii) this instrument represents the entire agreement between the City and Owner regarding the matters set out in this instrument, and supersedes all prior agreements, letters of intent, or understandings about those matters;
 - (viii) any reference to a statute is to the statute and its regulations in force on the date the Owner signs Form C, and to subsequent amendments to or replacements of the statute or regulations;
 - (ix) the exercise of any particular remedy by the City or Owner under this instrument or at law or at equity will not prejudice or preclude that party from invoking or exercising any other remedy, and no remedy will be exclusive, and each of the City or Owner may exercise all its remedies independently or in combination and, in particular, the Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise), or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement;
 - (x) the Owner will execute and deliver to the City, on request by the City from time to time, such further assurances and instruments as the City may require to give full force and effect to the Owner's grants and agreements under this instrument; and
 - (xi) if the Owner consists of more than one person, firm, or corporation, the Owner's obligations under this instrument will be joint and several.
- (f) **Agreement Runs With the Lands.** The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will 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.
- (g) **Perfection of Intention.** The Owner will, 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.

- (h) **Continuing Effect.** This Agreement will enure to the benefit of and bind each of the City and its successors and assigns and the Owner and its successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the General Instrument - Part 1 which is attached hereto and forms part hereof.

END OF DOCUMENT