

EXPLANATION**A By-law to modify maximum fines for breaches of city by-laws
and minimum and maximum fines for continuing breaches
of city by-laws and related provisions**

The attached By-law will implement Council's resolution of November 28, 2012 to amend city by-laws regarding maximum fines for by-law offences, and minimum and maximum fines for continuing by-law offences and related provisions.

Director of Legal Services
January 29, 2013

BY-LAW NO. _____

A By-law to amend Animal Control By-law No. 9150,
Building By-law No. 9419,
Business Premises Regulation of Hours By-law No. 8022,
Business Prohibition By-law No. 5156,
Club Regulation By-law No. 2647,
Crossing By-law No. 4644, Election By-law No. 9070, Electrical By-law No. 5563,
Encroachment By-law No. 4243, Energy Utility System By-law 9552,
Fines By-law No. 9636,
Gas Fitting By-law No. 3507, Graffiti By-law No. 7343,
Granville Mall By-law No. 9978, Health By-law No. 9535,
Impounding By-law No. 3519, License By-law No. 4450,
Motor Vehicle Noise and Emission Abatement By-law No. 9344,
Mountain View Cemetery By-law No. 8719,
Noise Control By-law No. 6555,
Parking By-law No. 6059, Parking Meter By-law No. 2952,
Secondhand Dealers and Pawnbrokers By-law No. 2807,
Security Alarm System By-law No. 7111,
Sewer and Watercourse By-law No. 8093,
Single Room Accommodation By-law No. 8733,
Solid Waste By-law No. 8417,
Standards of Maintenance By-law No. 5462,
Street Distribution of Publications By-law No. 9350,
Street Tree By-law No. 5985,
Trailer Court By-law No. 3644,
Untidy Premises By-law No. 4548,
Vehicle Licensing By-law No. 4021,
Vehicles for Hire By-law No. 6066,
Water Lot Moorage By-law No. 8336,
Water Shortage Response By-law No. 8912, and
Water Works By-law No. 4848
to modify maximum fines for breaches of the by-laws and to modify minimum and
maximum fines for continuing breaches of the by-laws
and related housekeeping provisions

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

Maximum fines and housekeeping

1. In each by-law referred to in Column 1 of Table 1, Council amends each section or table referred to in Column 2 by:
 - (a) striking out the maximum fine as set out in Column 3;

- (b) substituting the maximum fine as set out in Column 4; and
- (c) repealing the section or subsection set out in Column 2 and substituting the section or subsection as set out in Column 4, or by adding a subsection in Column 4 after the subsection indicated in Column 4, as the case may be:

TABLE 1

Column 1	Column 2	Column 3	Column 4
Animal Control By-law	10.4	\$ 2,000.00	\$10,000.00
Animal Control By-law	10.5		Repeal and substitute: "10.5 Every person who commits an offence of a continuing nature against this By-law is liable to a fine not less than \$250.00 and not more than \$10,000.00 for each day such offence continues."
Building By-law	3.2.2.1. 1) Division C Part 3	\$2,000.00	\$10,000
Building By-law	3.2.2.2. 1) Division C Part 3		Repeal and substitute: "Every person who commits an offence of a continuing nature against this By-law is liable to a fine not less than \$250 and not more than \$10,000 for each day such offence continues."
Business Premises Regulation of Hours By-law	8	\$2,000.00	\$10,000.00
Business Premises Regulation of Hours By-law	9		Repeal and substitute: "9. Every person who commits an offence of a continuing nature against this By-law is liable to a fine not less than \$250.00 and not more than \$10,000.00 for each day such offence continues."
Business Prohibition By-law	7	\$2,000.00	\$10,000.00

Column 1	Column 2	Column 3	Column 4
Business Prohibition By-law	8		Repeal and substitute: "8. Every person who commits an offence of a continuing nature against this By-law is liable to a fine not less than \$250.00 and not more than \$10,000.00 for each day such offence continues."
Club Regulation By-law	24(1)	\$2,000.00	\$10,000.00
Club Regulation By-law	24(2)		Repeal and substitute: "(2) Every person who commits an offence of a continuing nature against this By-law is liable to a fine not less than \$250.00 and not more than \$10,000.00 for each day such offence continues."
Crossing By-law	8(b)	\$2,000.00	\$10,000.00
Crossing By-law	8(c)		Repeal and substitute: "(c) Every person who commits an offence of a continuing nature against this By-law is liable to a fine not less than \$250.00 and not more than \$10,000.00 for each day such offence continues."
Election By-law	8.2	\$2,000.00	\$10,000.00
Election By-law	8.3		Repeal and substitute: "8.3 Every person who commits an offence of a continuing nature against this By-law is liable to a fine not less than \$250.00 and not more than \$10,000.00 for each day such offence continues."
Electrical By-law	9.3	\$2,000.00	\$10,000.00
Electrical By-law	9.5		Repeal and substitute: "9.5 Every person who commits an offence of a continuing nature against this

Column 1	Column 2	Column 3	Column 4
			By-law is liable to a fine not less than \$250.00 and not more than \$10,000.00 for each day such offence continues."
Encroachment By-law	16.(1)	\$2,000.00	\$10,000.00
Encroachment By-law	16.(2)		Repeal and substitute: "(2) Every person who commits an offence of a continuing nature against this By-law is liable to a fine not less than \$250.00 and not more than \$10,000.00 for each day such offence continues."
Energy Utility System By-law	10.5	\$2,000.00	\$10,000.00
Energy Utility System By-law	10.5(a)	\$2,000.00	\$10,000.00
Energy Utility System By-law	10.6		Repeal and substitute: "10.6 Every person who commits an offence of a continuing nature against this By-law is liable to a fine not less than \$250.00 and not more than \$10,000.00 for each day such offence continues."
Fines By-law	2	\$2,000.00	\$10,000.00
Fines By-law	3		Repeal and substitute: "3. Every person who commits an offence referred to in section 2 of a continuing nature is liable to a fine not less than \$250.00 and not more than \$10,000.00 for each day such offence continues."
Gas Fitting By-law	12A	\$2,000.00	\$10,000.00
Gas Fitting By-law	12B		Repeal and substitute: "12B. Every person who commits an offence of a continuing nature against this

Column 1	Column 2	Column 3	Column 4
			By-law is liable to a fine not less than \$250.00 and not more than \$10,000.00 for each day such offence continues."
Graffiti By-law	11	\$2,000.00	\$10,000.00
Granville Mall By-law	22	\$2,000.00	\$10,000.00
Health By-law	3.4	\$2,000.00	\$10,000.00
Health By-law	3.5		Repeal and substitute: "3.5 Every person who commits an offence of a continuing nature against this By-law is liable to a fine not less than \$250.00 and not more than \$10,000.00 for each day such offence continues."
Impounding By-law	14	\$2,000.00	\$10,000.00
License By-law	30(2)	\$2,000.00	\$10,000.00
License By-law	30(3)		Repeal the first subsection (3) of section 30, and substitute: "(3) Every person who commits an offence of a continuing nature against this By-law is liable to a fine not less than \$250.00 and not more than \$10,000.00 for each day such offence continues."
License By-law	30(3)(sic)		Delete the number "(3)" from the second subsection (3) of section 30 and renumber it as subsection "(4)" of section 30.
Motor Vehicle Noise and Emission Abatement By-law	3.2	\$2,000.00	\$10,000.00
Motor Vehicle Noise and Emission Abatement By-law	3.3		Repeal and substitute: "3.3 Every person who commits an offence of a continuing nature against this By-law is liable to a fine not

Column 1	Column 2	Column 3	Column 4
			less than \$250.00 and not more than \$10,000.00 for each day such offence continues.”
Mountain View Cemetery By-law	12.2	\$2,000.00	\$10,000.00
Mountain View Cemetery By-law	12.3		Repeal and substitute: “12.3 Every person who commits an offence of a continuing nature against this By-law is liable to a fine not less than \$250.00 and not more than \$10,000.00 for each day such offence continues.”
Noise Control By-law	20(2)	\$2,000.00	\$10,000.00
Noise Control By-law			After section 20(4) add: “(5) Every person who commits an offence of a continuing nature against this By-law is liable to a fine not less than \$250.00 and not more than \$10,000.00 for each day such offence continues.”
Parking By-law	15.3.1	\$2,000.00	\$10,000.00
Parking By-law	15.3.2		Repeal and substitute: “15.3.2 Every person who commits an offence of a continuing nature against this By-law is liable to a fine not less than \$250.00 and not more than \$10,000.00 for each day such offence continues.”
Parking Meter By-law	14		Repeal section 14 and substitute: “14. PENALTY SECTION: (1) Every person who commits an offence against this by-law is liable to a fine not less than \$70.00 and not more than \$10,000.00.”

Column 1	Column 2	Column 3	Column 4
Parking Meter By-law			After Section 14(1) add: “(2) Every person who commits an offence of a continuing nature against this By-law is liable to a fine not less than \$250.00 and not more than \$10,000.00 for each day such offence continues.”
Secondhand Dealers and Pawnbrokers By-law	4.2	\$5,000.00	\$10,000.00
Secondhand Dealers and Pawnbrokers By-law	4.3		Repeal and substitute: “4.3 Every person who commits an offence of a continuing nature against this By-law is liable to a fine not less than \$1000.00 and not more than \$10,000.00 for each day such offence continues.”
Security Alarm System By-law	40	\$2,000.00	\$10,000.00
Security Alarm System By-law	41		Repeal and substitute: “41 Every person who commits an offence of a continuing nature against this By-law is liable to a fine not less than \$1000.00 and not more than \$10,000.00 for each day such offence continues.”
Sewer and Watercourse By-law	8.2(2)		Repeal subsection (2) of section 8.2 and substitute: “(2) Every person who commits an offence of a continuing nature against this By-law is liable to a fine not less than \$250.00 and not more than \$10,000.00 for each day such offence continues.”
Single Room Accommodation By-law	6.6	\$2,000.00	\$10,000.00
Single Room	6.7		Repeal and substitute:

Column 1	Column 2	Column 3	Column 4
Accommodation By-law			"6.7 Every person who commits an offence of a continuing nature against this By-law is liable to a fine not less than \$500.00 and not more than \$10,000.00 for each day such offence continues."
Solid Waste By-law	11.4	\$2,000.00	\$10,000.00
Solid Waste By-law	11.5		Repeal and substitute: "11.5 Every person who commits an offence of a continuing nature against this By-law is liable to a fine not less than \$250.00 and not more than \$10,000.00 for each day such offence continues."
Standards of Maintenance By-law	23.6(1)	\$2,000.00	\$10,000.00
Standards of Maintenance By-law	23.7		Repeal and substitute: "23.7 Every person who commits an offence of a continuing nature against this By-law is liable to a fine not less than \$250.00 and not more than \$10,000.00 for each day such offence continues."
Street Distribution of Publications By-law	14.2	\$2,000.00	\$10,000.00
Street Distribution of Publications By-law	14.3		Repeal and substitute: "14.3 Every person who commits an offence of a continuing nature against this By-law is liable to a fine not less than \$250.00 and not more than \$10,000.00 for each day such offence continues."
Street Tree By-law	12	\$2,000.00	\$10,000.00

Column 1	Column 2	Column 3	Column 4
Trailer Court By-law	12(1)	\$2,000.00	\$10,000.00
Trailer Court By-law	12(2)		Repeal subsection (2) and substitute: “(2) Every person who commits an offence of a continuing nature against this By-law is liable to a fine not less than \$250.00 and not more than \$10,000.00 for each day such offence continues.”
Untidy Premises By-law	8(1)	\$2,000.00	\$10,000.00
Untidy Premises By-law	8(2)		Repeal subsection (2) and substitute: “(2) Every person who commits an offence of a continuing nature against this By-law is liable to a fine not less than \$250.00 and not more than \$10,000.00 for each day such offence continues.”
Vehicle Licensing By-law	21(1)	\$2,000.00	\$10,000.00
Vehicle Licensing By-law	21(2)		Repeal subsection (2) and substitute: “(2) Every person who commits an offence of a continuing nature against this By-law is liable to a fine not less than \$250.00 and not more than \$10,000.00 for each day such offence continues.”
Vehicles for Hire By-law	32(1)	\$2,000.00	\$10,000.00
Vehicles for Hire By-law	32(2)		Repeal subsection (2) and substitute: “(2) Every person who commits an offence of a continuing nature against this By-law is liable to a fine not

Column 1	Column 2	Column 3	Column 4
			less than \$250.00 and not more than \$10,000.00 for each day such offence continues.”
Water Lot Moorage By-law	5	\$2,000.00	\$10,000.00
Water Lot Moorage By-law	6		Repeal and substitute: “6. Every person who commits an offence of a continuing nature against this By-law is liable to a fine not less than \$250.00 and not more than \$10,000.00 for each day such offence continues.”
Water Shortage Response By-law	6.2	\$2,000.00	\$10,000.00
Water Shortage Response By-law	6.3		Repeal and substitute: “6.3 Every person who commits an offence of a continuing nature against this By-law is liable to a fine not less than \$250.00 and not more than \$10,000.00 for each day such offence continues.”
Water Works By-law	47(b)	\$2,000.00	\$10,000.00
Water Works By-law	47(c)		Repeal and substitute: “(c) Every person who commits an offence of a continuing nature against this By-law is liable to a fine not less than \$250.00 and not more than \$10,000.00 for each day such offence continues.”

Severability

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

EXPLANATION

Heritage Designation By-law
Re: 437 and 445 Vernon Drive

At a public hearing on January 15, 2013, Council approved recommendations to designate the structure and exterior envelope of the improvements and exterior building materials of the heritage buildings at 437 and 445 Vernon Drive as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
January 29, 2013

437 Vernon Drive and 445 Vernon Drive



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 two heritage buildings

437 Vernon Drive and 445 Vernon Drive Vancouver, B.C.

PID: 015-365-468
LOT 18
BLOCK 14 OF BLOCK A
DISTRICT LOT 182
PLAN 355

PID: 015-365-476
LOT 19
BLOCK 14 OF BLOCK A
DISTRICT LOT 182
PLAN 355

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 _____, 2013

Mayor

City Clerk

EXPLANATION**Heritage Revitalization Agreement
Regarding 437 and 445 Vernon Drive**

After a public hearing on January 15, 2013, Council resolved to enter into a Heritage Revitalization Agreement regarding 437 and 445 Vernon Drive, pursuant to Section 592 of the *Vancouver Charter*. Enactment of the attached By-law will achieve this.

Director of Legal Services
January 29, 2013

437 Vernon Drive and 445 Vernon Drive



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 437 Vernon Drive and 445 Vernon Drive, and the following legal description:

PID: 015-365-468
LOT 18
BLOCK 14 OF BLOCK A
DISTRICT LOT 182
PLAN 355

PID: 015-365-476
LOT 19
BLOCK 14 OF BLOCK A
DISTRICT LOT 182
PLAN 355

contains two heritage buildings.

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

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

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

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

ENACTED by Council this _____ day of _____, 2013

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 23 pages

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

Signature of Agent

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

(PID)	(LEGAL DESCRIPTION)
015-365-468	Lot 18 Block 14 of Block A District Lot 182 Plan 355
015-365-476	Lot 19 Block 14 of Block A District Lot 182 Plan 355

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):*

ASANTI DEVELOPMENT LTD. (Incorporation No. 0729092)
CAMBRIDGE MORTGAGE INVESTMENT CORPORATION (Incorporation No. 783243), 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)				ASANTI DEVELOPMENT LTD., by its authorized signatory(ies): <hr/> Print Name: <hr/> Print Name: <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 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/> (Solicitor) (as to all signatures)				CAMBRIDGE MORTGAGE INVESTMENT CORPORATION, by its authorized signatory(ies): <hr/> Print Name: <hr/> Print Name:

OFFICER CERTIFICATION:

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

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

** If space insufficient, continue executions on 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 10 - 12	Transferee
Priority Agreement granting above Section 219 Covenant priority over Mortgages CA2036558, CA2087739 and CA2253616, as modified by CA2327931 and extended by CA2327932, and Assignment of Rents CA2036559	Page 24	Transferee
Section 219 Covenant	Article 3, pages 12 - 14	Transferee
Priority Agreement granting above Section 219 Covenant priority over Mortgages CA2036558, CA2087739 and CA2253616, as modified by CA2327931 and extended by CA2327932, and Assignment of Rents CA2036559	Page 24	Transferee
Section 219 Covenant	Article 4, page 15	Transferee
Priority Agreement granting above Section 219 Covenant priority over Mortgages CA2036558, CA2087739 and CA2253616, as modified by CA2327931 and extended by CA2327932, and Assignment of Rents CA2036559	Page 24	Transferee
Section 219 Covenant	Article 7, page 17	Transferee
Priority Agreement granting above Section 219 Covenant priority over Mortgages CA2036558, CA2087739 and CA2253616, as modified by CA2327931 and extended by CA2327932, and Assignment of Rents CA2036559	Page 24	Transferee

**LAND TITLE ACT
FORM E
SCHEDULE (continued)**

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
Statutory Right of Way	Article 8, page 17	Transferee
Priority Agreement granting above Statutory Right of Way priority over Mortgages CA2036558, CA2087739 and CA2253616, as modified by CA2327931 and extended by CA2327932, and Assignment of Rents CA2036559	Page 24	Transferee
Equitable Charge	Article 10, page 18	Transferee
Priority Agreement granting above Equitable Charge priority over Mortgages CA2036558, CA2087739 and CA2253616, as modified by CA2327931 and extended by CA2327932, and Assignment of Rents CA2036559	Page 24	Transferee

TERMS OF INSTRUMENT - PART 2
Heritage Revitalization Agreement

WHEREAS:

- A. The Owner (as defined below herein) is the registered owner of the lands in City of Vancouver which have the legal descriptions shown in the Form C - Part 1 part of this document (collectively, the "Lands").
- B. There are three existing One-Family Dwelling buildings on the Lands, each of which is considered to be of heritage value and is listed in the City's Heritage Register.
- C. The Owner, under City development permit applications No.415250, No.DE415254 and No.DE415255 (the "DP Application"), proposes to re-develop the Lands by:
- (i) subdividing them into three new parcels;
 - (ii) demolishing one of the existing buildings and constructing in its place one new One-Family Dwelling and one new Two-Family Dwelling, as both are defined in the *Zoning & Development By-law*; and
 - (iii) rehabilitating the two other existing buildings and maintaining each of them as a One-Family Dwelling with secondary suite.
- 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 shall enter into a heritage revitalization agreement in respect of the two buildings to be retained and rehabilitated and accept the designations of them as protected heritage properties 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 and agreed to, 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 municipal corporation of the City of Vancouver continued under the *Vancouver Charter* SBC 1953 c.55 and "City of Vancouver" means its geographic location and area;
- (b) "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 as a plan and guidelines for the rehabilitation and conservation of a Heritage Building;
- (c) "Director of Planning" means the person appointed as such under the provisions of the *Vancouver Charter* and his or her successors in function;

- (d) **“Development”** means the proposed development project as described above in the introductory paragraphs hereto to subdivide the Lands and rehabilitate the Heritage Buildings thereon and construct the New Buildings thereon pursuant to the DP Application;
- (e) **“Development Permit”** means any and all development permits 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) **“DP Application”** has the meaning given above in the introductory paragraphs hereto;
- (g) **“437 Vernon Drive Heritage Building”** means the existing building on the Lands which will have the civic address 437 Vernon Drive;
- (h) **“437 Vernon Drive Parcel”** means the parcel of land to be created by the Subdivision which shall contain the 437 Vernon Drive Heritage Building and have the civic address 437 Vernon Drive as contemplated by the DP Application;
- (i) **“437 Vernon Drive Rehabilitation Work”** has the meaning given below herein;
- (j) **“445 Vernon Drive Heritage Building”** means the existing building on the Lands which will have the civic address 445 Vernon Drive;
- (k) **“445 Vernon Drive Parcel”** means the parcel of land to be created by the Subdivision which shall contain the 445 Vernon Drive Heritage Building and have the civic address 445 Vernon Drive as contemplated under the DP Application;
- (l) **“445 Vernon Drive Rehabilitation Work”** has the meaning given below herein;
- (m) **“Heritage Buildings”** means the 437 Vernon Drive Heritage Building and the 445 Vernon Drive Heritage Building, both, and **“Heritage Building”** means one or the other of them;
- (n) **“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;
- (o) **“Heritage Designations”** means the City’s designation of the Heritage Buildings as a protected heritage properties pursuant to section 593 of the *Vancouver Charter*;
- (p) **“Heritage Parcels”** means the parcels of land to be created by the Subdivision upon which the Heritage Buildings will be situated;
- (q) **“Lands”** has the meaning given above in the introductory paragraphs hereto and includes all other parcels of land into which the Lands may at any time in any way be consolidated or subdivided;

- (r) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c.250;
- (s) **“New Buildings”** means the new One-Family Dwelling and the new Two-Family Dwelling proposed for construction on the Lands pursuant to the DP Application;
- (t) **“Non-Heritage Parcel”** means the parcel of land to be created by the Subdivision, upon which the New Buildings are to be situated and which will have the civic address 425 Vernon Drive as contemplated under the DP Application;
- (u) **“Owner”** means the registered owner(s) of the Lands and its successors and successors in title;
- (v) **“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;
- (w) **“Rehabilitation Work”** means the 437 Vernon Drive Rehabilitation Work and the 445 Vernon Drive Rehabilitation Work, both;
- (x) **“Subdivision”** means a subdivision of the Lands into three new parcels, one for each of the Heritage Buildings and one for both the New Buildings together, as contemplated under the DP Application and described above in the introductory paragraphs hereto;
- (y) **“Subdivision By-law”** means the City’s *Subdivision By-Law No. 5208* and any amendments thereto and replacements thereof;
- (z) **“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;
- (aa) **“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**

**437 Vernon Drive Heritage Building
Rehabilitation & Conservation**

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

- (a) the Owner, at the Owner’s expense, and to the satisfaction of the Director of Planning:

- (i) shall rehabilitate or cause the rehabilitation of the 437 Vernon Drive Heritage Building in accordance with the Conservation Plan therefor, the Development Permit and this agreement (the "437 Vernon Drive Rehabilitation Work");
 - (ii) shall ensure that a Heritage Consultant supervises the 437 Vernon Drive Rehabilitation Work;
 - (iii) shall ensure that, at all times during the carrying out of the 437 Vernon Drive Rehabilitation Work, the 437 Vernon Drive Heritage Building is secure from vandalism and occupation by squatters;
 - (iv) at all times after and while this agreement is registered on title to the Lands, shall keep the 437 Vernon Drive Heritage Building insured to its full replacement value against all perils, including, without limitation, damage or destruction by earthquake; and
 - (v) on completion of the 437 Vernon Drive Rehabilitation Work as required by this agreement, shall cause a Heritage Consultant to submit to the Director of Planning, a signed statement stating explicitly that the 437 Vernon Drive Rehabilitation Work has been completed in accordance the Conservation Plan therefor;
- (b) the 437 Vernon Drive Rehabilitation Work shall be completed in accordance herewith 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;
 - (c) after completion of the 437 Vernon Drive Rehabilitation Work in accordance herewith, the Owner, at the Owner's expense, shall do all things reasonably necessary to conserve the 437 Vernon Drive Heritage Building as rehabilitated and, in any event, keep it in good condition in all respects at all times;
 - (d) except for ordinary and reasonable maintenance and repair work, the Owner shall not and shall not suffer or permit anyone else to do anything at anytime to alter, modify or reconfigure or that would result in any alteration, modification or reconfiguration of the 437 Vernon Drive Heritage Building in any way except as may be permitted or required by the Conservation Plan therefor, this agreement and/or any applicable development and/or heritage alteration permits issued by the City;
 - (e) the Owner shall not at any time and shall not suffer or permit anyone else to at anytime do anything that shall obscure, deface or remove in any way any heritage related commemorative plaque the City, at its expense, may attach to the 437 Vernon Drive Heritage Building or install elsewhere on the Lands pursuant to the statutory right of way granted to it herein;
 - (f) if at anytime, in default under this agreement, the Owner, in the City's opinion, fails to perform its obligations as required hereby to rehabilitate, conserve, replicate or replace the 437 Vernon Drive Heritage Building and fails

to rectify any such default within 30 days, or within such other longer time as the City may explicitly allow, 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 shall be under not be obligated to, rectify the Owner's default;

- (g) if at any time for any reason the 437 Vernon Drive Heritage Building is damaged in any way or destroyed, the Owner, at the Owner's expense, and to the City's satisfaction, shall 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 the Owner's expense, and in consultation with and to the satisfaction of the City, shall 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 437 Vernon Drive 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, shall determine whether in the circumstances it would be uneconomical to repair or replicate the 437 Vernon Drive Heritage Building, failing which the matter in all respects shall 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 437 Vernon Drive Heritage Building, then, by explicit written notification, the City shall consent to the Owner's wish to not repair or replicate the 437 Vernon Drive Heritage Building and shall 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
- (h) 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 therefor 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 shall 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. The release and promise of indemnification contained in this paragraph shall survive discharge and termination of this agreement.

2.2 The City, at the Owner's expense, and within a reasonable time of the Owner's request after all the Rehabilitation Work has been completed in accordance with this agreement and the Subdivision has been duly completed as contemplated under the DP

Application, shall discharge from title to Non-Heritage Parcel and the 445 Vernon Drive Parcel, the Section 219 Covenant contained in this Article 2.

ARTICLE 3
SECTION 219 COVENANT

**445 Vernon Drive Heritage Building
Rehabilitation & Conservation**

- 3.1 Pursuant to Section 219 of the *Land Title Act*, the Owner covenants and agrees, as a covenant and agreement running with, charging and binding the Lands, that:
- (a) the Owner, at the Owner's expense, and to the satisfaction of the Director of Planning:
 - (i) shall rehabilitate or cause the rehabilitation of the 445 Vernon Drive Heritage Building in accordance with the Conservation Plan therefor, the Development Permit and this agreement (the "445 Vernon Drive Rehabilitation Work");
 - (ii) shall ensure that a Heritage Consultant supervises the 445 Vernon Drive Rehabilitation Work;
 - (iii) shall ensure that, at all times during the carrying out of the 445 Vernon Drive Rehabilitation Work, the 445 Vernon Drive Heritage Building is secure from vandalism and occupation by squatters;
 - (iv) at all times after and while this agreement is registered on title to the Lands, shall keep the 445 Vernon Drive Heritage Building insured to its full replacement value against all perils, including, without limitation, damage or destruction by earthquake; and
 - (v) on completion of the 445 Vernon Drive Rehabilitation Work as required by this agreement, shall cause a Heritage Consultant to submit to the Director of Planning, a signed statement stating explicitly that the 445 Vernon Drive Rehabilitation Work has been completed in accordance the Conservation Plan therefor;
 - (b) the 445 Vernon Drive Rehabilitation Work shall be completed in accordance herewith 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;
 - (c) after completion of the 445 Vernon Drive Rehabilitation Work in accordance herewith, the Owner, at the Owner's expense, shall do all things reasonably necessary to conserve the 445 Vernon Drive Heritage Building as rehabilitated and, in any event, keep it in good condition in all respects at all times;
 - (d) except for ordinary and reasonable maintenance and repair work, the Owner shall not and shall not suffer or permit anyone else to do anything at anytime

to alter, modify or reconfigure or that would result in any alteration, modification or reconfiguration of the 445 Vernon Drive Heritage Building in any way except as may be permitted or required by the Conservation Plan therefor, this agreement and/or any applicable development and/or heritage alteration permits issued by the City;

- (e) the Owner shall not at any time and shall not suffer or permit anyone else to at anytime do anything that shall obscure, deface or remove in any way any heritage related commemorative plaque the City, at its expense, may attach to the 445 Vernon Drive Heritage Building or install elsewhere on the Lands pursuant to the statutory right of way granted to it herein;
- (f) if at anytime, in default under this agreement, the Owner, in the City's opinion, fails to perform its obligations as required hereby to rehabilitate, conserve, replicate or replace the 445 Vernon Drive Heritage Building and fails to rectify any such default within 30 days, or within such other longer time as the City may explicitly allow, 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 shall be under not be obligated to, rectify the Owner's default;
- (g) if at any time for any reason the 445 Vernon Drive Heritage Building is damaged in any way or destroyed, the Owner, at the Owner's expense, and to the City's satisfaction, shall 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 the Owner's expense, and in consultation with and to the satisfaction of the City, shall 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 445 Vernon Drive 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, shall determine whether in the circumstances it would be uneconomical to repair or replicate the 445 Vernon Drive Heritage Building, failing which the matter in all respects shall 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 445 Vernon Drive Heritage Building, then, by explicit written notification, the City shall consent to the Owner's wish to not repair or replicate the 445 Vernon Drive Heritage Building and shall 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
- (h) 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 therefor 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 shall 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. The release and promise of indemnification contained in this paragraph shall survive discharge and termination of this agreement.

3.2 The City, at the Owner's expense, and within a reasonable time of the Owner's request after all the Rehabilitation Work has been completed in accordance with this agreement and the Subdivision has been duly completed as contemplated under the DP Application, shall discharge from title to Non-Heritage Parcel and the 437 Vernon Drive Parcel, the Section 219 Covenant contained in this Article 3.

ARTICLE 4 SECTION 219 COVENANT

Occupancy Restriction

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

- (a) nobody shall in any way use or occupy any of the Heritage Buildings or the New Buildings or any part thereof and, notwithstanding that they or any of them or part of any of them may be ready for occupancy, the City shall be under no obligation to issue any occupancy permits for any of the Heritage Buildings or the New Buildings or any part thereof at any time after this agreement is registered on title to the Lands, unless and until:
 - (i) the Subdivision has been duly completed;
 - (ii) the Rehabilitation Work has been completed in accordance herewith;
 - (iii) the Director of Planning has received a signed written statement(s) prepared by a Heritage Consultant stating explicitly that all the Rehabilitation Work has been completed in accordance with the Conservation Plans; and
 - (iv) the City has given the Owner a written notice by which the City explicitly accepts or confirms that it accepts that the Rehabilitation Work has been completed in accordance with this agreement; and
- (b) the City may revoke at anytime any occupancy permit(s) issued for the Heritage Buildings and the New Buildings or any of them or any part of any of them prior to completion of the Rehabilitation Work (unless such occupancy permit(s) was obtained in accordance with this agreement), and in such circumstances the Owner, on reasonable notice from the City, shall ensure that

anyone occupying any such building or any part of any such building vacates it immediately on such revocation of occupancy permit(s), and if anyone continues to occupy any such building or any part thereof 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 all such buildings are fully vacated and unoccupied in accordance with this agreement.

4.2 The City, at the Owner's expense, and within a reasonable time of the Owner's request after all the Rehabilitation Work has been completed in accordance herewith, shall discharge from title to the Lands the Section 219 Covenant contained in this Article 4.

ARTICLE 5

Exception to Occupancy Restrictions

5.1 Notwithstanding the occupancy restrictions set out above in respect of the Heritage Buildings and the New Buildings, the City, in its discretion, may issue occupancy permits required therefor and may allow occupancy thereof prior to the completion of the Rehabilitation Work in accordance herewith if:

- (a) this agreement has been fully registered in the Land Title Office to the City's satisfaction;
- (b) the Owner duly applies to the City for any and all such occupancy permits and pays all fees required therefore;
- (c) all legal requirements for such occupancy have been fulfilled;
- (d) 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;
- (e) the Owner is not, in the City's opinion, then 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 Buildings or either of them and/or the Lands; and
- (f) the City, in its opinion, is satisfied that the Rehabilitation Work is being carried out diligently.

ARTICLE 6

Letters of Credit General

6.1 All letters of credit required under this agreement shall be issued by Schedule I Canadian chartered banks or other financial institution satisfactory to the City and shall be unconditional, irrevocable and self-renewing and otherwise in a form and content which is acceptable to the City and shall be provided for a period of one (1) year with a provision for an automatic renewal or extension without amendment from year to year.

6.2 The City may call upon the letter or letters of credit provided to it pursuant to this agreement and apply the proceeds therefrom for any purpose and in any manner it may choose in connection with the Rehabilitation Work, if:

- (a) the issuer of 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.

**ARTICLE 7
SECTION 219 COVENANT**

NO SEPARATE SALE

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

7.2 The City, at the Owner's expense, within a reasonable time of the Owner's request, after the Rehabilitation Work is completed in accordance herewith and all final occupancy permits that may be required therefor for full occupancy of both Heritage Buildings have been issued, shall discharge from title to the Lands the Section 219 covenant contained in this Article 7.

**ARTICLE 8
STATUTORY RIGHT OF WAY**

8.1 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 each of the Heritage Buildings or at some other location on each of the Heritage Parcels, at the City's expense, and in consultation with the Owner as to location, one commemorative plaque regarding each Heritage Building's history; 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.

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

8.3 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, in the event of an Owner default hereunder, rehabilitate, conserve, replicate or replace a Heritage Building.

8.4 The City, at the Owner's expense, within a reasonable time of the Owner's request after the Subdivision has been duly completed, shall discharge from title to the Non-Heritage Parcel the statutory right of way contained in this Article 8.

ARTICLE 9 DEBTS OWED TO CITY

9.1 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 rehabilitate, conserve, replicate or replace a Heritage Building:

- (a) there shall 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 shall 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 shall bear interest, until paid in full, at the prime lending rate of the Bank of Montreal's Main Branch in the City of Vancouver, plus 3%, calculated monthly and not in advance.

ARTICLE 10 EQUITABLE CHARGE

10.1 The Owner hereby grants to the City an equitable charge over the Lands, which charge shall 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, and this equitable charge may be enforced by the appointment of a receiver for the sale of that parcel of the Lands owned by the Owner so indebted to the City.

10.2 The City, at the Owner's expense, within a reasonable time of the Owner's request after the Subdivision is duly completed, shall discharge from title to the Non-Heritage Parcel the equitable charge contained in this Article 10.

ARTICLE 11 BY-LAW VARIATIONS

General

11.1 Section 9.1 of the City's *Subdivision By-law* is hereby varied in respect of the Lands for the Development to permit a minimum parcel size of 1,700 sq. ft. for each of the 437 Vernon Drive Parcel and the 445 Vernon Drive Parcel.

11.2 The *Zoning and Development By-law* is hereby by varied so that Section 4.17 of the RT-3 District Schedule thereto does not apply to the Lands for purposes of the Development.

11.3 Section 10.7.1(a) of the *Zoning and Development By-law* is hereby varied for the Lands for purposes of the Development so that the Director of Planning may allow steps in any side yard thereon.

11.4 Section 10.7.1(b) of the *Zoning and Development By-law* is hereby varied for the Lands for purposes of the Development so that the Director of Planning may allow eaves, gutters, sills, chimneys and other similar projections to project into any required or permitted yard thereon.

11.5 Section 10.15.1 and Section 10.15.13 of the *Zoning and Development By-Law* is hereby varied for the Lands for purposes of the Development so that the Director of Planning may allow floors thereon to exceed the dimensions prescribed in those sections.

11.6 Section 10.16.3 and Section 10.16.4 of the *Zoning and Development By-Law* is hereby varied for the Lands for purposes of the Development so that the Director of Planning may allow fences thereon to exceed dimensions prescribed in those sections.

11.7 Sections 11.1 and 11.2 of the *Zoning and Development By-Law* are hereby varied for the Lands for purposes of the Development so that those sections do not apply thereto.

437 Vernon Drive Parcel

11.8 The RT-3 District Schedule to the *Zoning and Development By-Law* is hereby varied for the Lands in respect of the 437 Vernon Drive Parcel and the 437 Vernon Drive Heritage Building, for purposes of the Development, as follows:

- (a) Section 4.1.1 of the RT-3 District Schedule is hereby varied therefor to permit a minimum site area for the 437 Vernon Drive Parcel of 1,700 sq. ft.;
- (b) Section 4.3.1 of the RT-3 District Schedule is hereby varied therefor so that it does not apply except to permit the 437 Vernon Drive Heritage Building to consist of 3 storeys;
- (c) Section 4.4.1 of the RT-3 District Schedule is hereby varied therefor to permit a minimum front yard depth of 4.66 feet;
- (d) Section 4.5.1 of the RT-3 District Schedule is hereby varied therefor to permit minimum side yard widths of 3.0 feet;

- (e) Section 4.6.1 and Section 4.6.2 of the RT-3 District Schedule are hereby varied therefor to permit a minimum rear yard depth of 14.83 feet; and
- (f) Section 4.7.1 of the RT-3 District Schedule is hereby varied therefor to permit a maximum total building floor area for all floors combined of 1,892 sq. ft.

445 Vernon Drive Parcel

11.9 The RT-3 District Schedule to the *Zoning and Development By-Law* is hereby varied for the Lands, in respect of the 445 Vernon Drive Parcel and the 445 Vernon Drive Heritage Building, for purposes of the Development, as follows:

- (a) Section 4.1.1 of the RT-3 District Schedule is hereby varied therefor to permit a minimum site area for the 445 Vernon Drive Parcel of 1,700 sq. ft.;
- (b) Section 4.3.1 of the RT-3 District Schedule is hereby varied therefor so that it does not apply except to permit the 445 Vernon Drive Heritage Building to consist of 3 storeys;
- (c) Section 4.4.1 of the RT-3 District Schedule is hereby varied therefor to permit a minimum front yard depth of 4.75 feet;
- (d) Section 4.5.1 of the RT-3 District Schedule is hereby varied therefor to permit minimum side yard widths of 2.9 feet;
- (e) Section 4.6.1 and Section 4.6.2 of the RT-3 District Schedule are hereby varied therefor to permit a minimum rear yard depth of 19.4 feet; and
- (f) Section 4.7.1 of the RT-3 District Schedule is hereby varied therefor to permit a maximum total building floor area for all floors combined of 1,810 sq. ft.;

Non-Heritage Parcel

11.10 The RT-3 District Schedule to the *Zoning and Development By-Law* is hereby varied for Lands in respect of the Non-Heritage Parcel in respect of the New Buildings, for purposes of the Development, as follows:

- (a) Section 4.3.1 of the RT-3 District Schedule is hereby varied therefor to permit each of the New Buildings to consist of 3 storeys;
- (b) Section 4.3.3 of the RT-3 District Schedule is hereby varied therefor so that the Director of Planning may permit the height of principal building situated closer to the rear property line than the distance required by section 4.6 of the RT-3 District Schedule to exceed the height limit prescribed therein;
- (c) Section 4.4.1 of the RT-3 District Schedule is hereby varied therefor to permit minimum front yard depths of 2.5 feet;
- (d) Section 4.5.1 of the RT-3 District Schedule is hereby varied therefor to permit minimum side yard widths of 2.0 feet;

- (e) Section 4.6.1 and Section 4.6.2 of the RT-3 District Schedule are hereby varied therefor to permit a minimum rear yard depth of 9.0 feet;
- (f) Section 4.7.1 of the RT-3 District Schedule is hereby varied therefor to permit a maximum total building floor area of 3,177 sq. ft. for all floors combined for both New Buildings together;
- (g) Section 4.8 of the RT-3 District Schedule is hereby varied therefor so that the Director of Planning may permit non-compliance with its provisions; and
- (h) Section 4.19 of the RT-3 District Schedule is hereby varied therefor to permit two principal buildings in the form of the New Buildings as contemplated by the DP Application.

ARTICLE 12

Releases From Non-Heritage Parcel

12.1 The City, at the Owner's expense, shall release all the charges contained in this agreement and the Heritage Designations from title to the Non-Heritage Parcel:

- (i) within a reasonable time of the Owner's request after:
 - (A) the Rehabilitation Work has been completed in accordance herewith;
 - (B) the Owner, as required above herein, has submitted or caused to be submitted to the Director of Planning a signed written statement(s) prepared by a Heritage Consultant stating explicitly that the Rehabilitation Work has been completed in accordance with the Conservation Plans; and
 - (C) the City has given the Owner a written notice(s) by which the City explicitly accepts or confirms that it accepts that the Rehabilitation Work has been completed in accordance with this agreement;
- (ii) if the Owner is not in any way in breach of this agreement; and
- (iii) if the Owner does not owe any money to the City pursuant to this agreement.

ARTICLE 13

NOTICES

13.1 Any notice, request or communication required or permitted to be given hereunder shall be in writing and shall 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 shall 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 shall only be effective if and when actually delivered.

ARTICLE 14 GENERAL

14.1 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.

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

14.3 Perfection of Intention. The parties hereto shall 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.

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

14.5 Time of Essence. Time shall be of the essence in respect of this agreement.

14.6 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.

14.7 City's Other Rights and Obligations. Nothing contained or implied in this agreement shall 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.

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

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

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

14.11 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 shall be severed from this agreement and all other provisions herein shall continue to be binding and enforceable.

14.12 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 Mortgages registered under numbers CA2036558, CA2087739 and CA2253616, as modified by CA2327931 and extended by CA2327932, and the Assignment of Rents registered under number CA2036559;
- (b) "Existing Chargeholder" means Cambridge Mortgage Investment Corporation;
- (c) "New Charges" mean the Section 219 Covenants, 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: 3308 Ash Street

At a public hearing on January 15, 2013, Council approved recommendations to designate the structure and exterior envelope of the improvements and exterior building materials of the heritage building at 3308 Ash Street as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
January 29, 2013

3308 Ash Street
The Prefontaine 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

3308 Ash Street
Vancouver, B.C.

PID: 015-155-366
LOT 1
BLOCK 520
DISTRICT LOT 472
PLAN 723

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 _____, 2013

Mayor

City Clerk

EXPLANATION**Heritage Revitalization Agreement
Regarding 3308 Ash Street**

After a public hearing on January 15, 2013, Council resolved to enter into a Heritage Revitalization Agreement regarding 3308 Ash Street, pursuant to Section 592 of the *Vancouver Charter*. Enactment of the attached By-law will achieve this.

Director of Legal Services
January 29, 2013

3308 Ash Street
The Prefontaine 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 3308 Ash Street, and the following legal description:

PID: 015-155-366
LOT 1
BLOCK 520
DISTRICT LOT 472
PLAN 723

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 , 2013

Mayor

City Clerk

LAND TITLE ACT
FORM C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use)

Page 1 of 16 pages

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

Signature of Agent

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

(PID)

(LEGAL DESCRIPTION)

015-155-366

Lot 1 Block 520 District Lot 472 Plan 723

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):*

EUGENE JOHN SAWKA, Electrician

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 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 7-10	Transferee
Section 219 Covenant	Article 4, page 11	Transferee
Statutory Right of Way	Article 5, page 12	Transferee
Equitable Charge	Article 7, page 12 - 13	Transferee

TERMS OF INSTRUMENT - PART 2
Heritage Revitalization Agreement

WHEREAS:

- A. The Owner (as defined below herein) is the registered owner of the parcel of land at 3308 Ash Street in City of Vancouver (the "Lands") which has the legal description shown in the Form C - Part 1 part of this document.
- B. There is a building situated on the Lands, known as the Prefontaine Residence, which is considered to be of heritage value and is listed in the 'B' category on the City of Vancouver's Heritage Register (the "Heritage Building").
- C. The Owner wishes to develop the Lands by:
- (i) rehabilitating the Heritage Building;
 - (ii) constructing on the Lands a new Two-Family Dwelling building (duplex); and
 - (iii) subdividing the Lands into two new parcels, one for the Heritage Building as rehabilitated and one for the proposed new Two-Family Dwelling building;
- and under development permit application no. DE415913 (the "DP Application") has applied to the City for a development permit for that purpose.
- D. The Owner proposes that, in exchange for a number of City of Vancouver ("City") by-law variations needed for the proposed project as contemplated under the DP Application, the Owner will enter into a heritage revitalization agreement in respect of the Heritage Building, for the rehabilitation and conservation thereof, and accept the designation of the Heritage Building as a 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, 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) "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 and conservation of the Heritage Building as provided for hereunder;

- (c) “Development” means the proposed development project as described above in the introductory paragraphs hereto to rehabilitate the Heritage Building and construct a new Two-Family Dwelling on the Lands pursuant to the DP Application;
- (d) “Development Permit” means any development permit(s) issued by the City under the DP Application 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;
- (e) “Director of Planning” means City’s Director of Planning appointed under the provisions of the *Vancouver Charter*;
- (f) “DP Application” has the meaning given above in the introductory paragraphs hereto;
- (g) “Heritage Building” has the meaning given above in the introductory paragraphs herein;
- (h) “Heritage Consultant” means an independent, heritage building rehabilitation and conservation expert, knowledgeable and experienced in and duly qualified for planning and supervising rehabilitation and conservation work for heritage buildings;
- (i) “Heritage Designation” means the City’s designation of the Heritage Building as a protected heritage property pursuant to section 593 of the *Vancouver Charter*;
- (j) “Heritage Parcel” means the new parcel of land to be created by the Subdivision which is to contain the Heritage Building;
- (k) “Two-Family Dwelling” has the meaning given under 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 Two-Family Dwelling contemplated for construction on the Lands under the DP Application as described in the introductory paragraphs hereto;
- (o) “Non-Heritage Parcel” means the new parcel of land to be created by the Subdivision which is to contain the New Building;
- (p) “Owner” means the registered owner or owners of the Lands;
- (q) “rehabilitate” and “rehabilitation” mean the planning and carrying out of restoration, rehabilitation, construction and conservation work to restore, upgrade, improve and conserve the structure, support and heritage

characteristics and features of a heritage building or real property heritage feature so as to revitalize it and extend its life and use as such;

- (r) “**Rehabilitation Work**” has the meaning given below herein;
- (s) “**Subdivision**” means the proposed subdivision of the Lands contemplated in respect of the DP Application which is to create two new parcels of the Lands, one for the Heritage Building and one for the New Building as described above in the introductory paragraphs hereto;
- (t) “**Subdivision By-law**” means the City’s *Subdivision By-law No. 5208* and any amendments thereto and replacements thereof.
- (u) “**Vancouver Charter**” means the *Vancouver Charter*, S.B.C. 1953, c.55, as amended from time to time, and any and all replacements thereof or any statute enacted in substitution thereof and all regulations applicable thereto and any amendments, replacements and substitutions thereof;
- (v) “**Zoning & Development By-law**” means the City’s *Zoning & Development By-law No. 3575* and any amendments thereto and replacements thereof.

ARTICLE 2
SECTION 219 COVENANT
Rehabilitation & Conservation of Heritage Building

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

- (a) the Owner, at the Owner’s expense, and to the satisfaction of the Director of Planning:
 - (i) 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, shall rehabilitate or cause the rehabilitation of the Heritage Building and shall do so in accordance with this agreement, the Development Permit and the Conservation Plan (the “**Rehabilitation Work**”);
 - (ii) shall ensure that a Heritage Consultant supervises the Rehabilitation Work;
 - (iii) shall ensure that, at all times during the carrying out of the Rehabilitation Work, the Heritage Building is secure from vandalism and occupation by squatters;
 - (iv) at all times after and while this agreement is registered on title to the Lands, shall keep the Heritage Building insured to its full replacement value against all perils, including, without limitation, damage or destruction by earthquake; and

- (v) on completion of the Rehabilitation Work as required by this agreement, shall 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;
- (b) 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 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;
- (c) 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;
- (d) after completion of the Rehabilitation Work in accordance herewith, the Owner, at the Owner's 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;
- (e) 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;
- (f) the Owner shall not at any time and shall 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;

- (g) if at any time for any reason the Heritage Building is damaged in any way or destroyed, the Owner, at the Owner's expense, and to the City's satisfaction, shall 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 the Owner's 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;
- (h) if at anytime, in default under this agreement, the Owner, in the City's opinion, fails to perform its obligations as required hereby to rehabilitate and conserve the Heritage Building 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; and
- (i) 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 therefor 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. The

release and promise of indemnification contained in this paragraph will survive discharge and termination of this agreement.

ARTICLE 3 LETTER OF CREDIT

3.1 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 required therefor 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 of 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.

3.2 All letters of credit required under this Article will be issued by a Schedule I Canadian chartered bank or other financial institution acceptable to the City's Director of Legal Services 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.

3.3 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.

3.4 Within a reasonable time of the Owner's request after completion of the Rehabilitation Work in accordance with this agreement, the City will, as the case may be, return to its issuer any letter of credit provided to the City hereunder or, if the City has called upon the letter of credit, deliver to the Owner any remaining balance therefrom.

**ARTICLE 4
SECTION 219 COVENANT
NO SEPARATE SALE**

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

4.2 Within a reasonable time of the Owner's request after the Rehabilitation Work has been completed in accordance with this agreement, the City, at the Owner's expense, will discharge from title to the Lands the Section 219 covenant contained in this Article 4.

**ARTICLE 5
STATUTORY RIGHT OF WAY**

5.1 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, a commemorative plaque; 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.

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

5.3 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.

ARTICLE 6

DEBTS OWED TO CITY

6.1 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 or replicate 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 at the Bank of Montreal's main branch in the City of Vancouver, plus 3%, calculated monthly and not in advance.

ARTICLE 7

EQUITABLE CHARGE

7.1 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.

7.2 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 8

BY-LAW VARIATIONS

8.1 The *Subdivision Bylaw* is hereby varied for the Lands for purposes of the Development so that:

- (a) the parcel area and width restrictions contained in Section 9.1 of the *Subdivision By-law* shall not apply in respect of the Subdivision; and
- (b) Section 9.7 of the *Subdivision By-law* shall not apply in respect of the Subdivision.

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

8.3 Section 10.7.1(b) of the *Zoning and Development Bylaw* is hereby varied for the Lands so that for the Development the Director of Planning may allow eaves, gutters, sills, chimneys and other similar projections to project into any required or permitted yard thereon.

8.4 Section 11.1 of the *Zoning and Development Bylaw* is hereby varied for the Lands so that for the Development it shall not apply.

Heritage Parcel

8.5 The RS-7 District Schedule to the *Zoning & Development By-law* is hereby varied as follows for the Heritage Parcel, for purposes of the Development:

- (a) Section 4.1.1 of the RS-7 District Schedule is varied to permit a site area of 2,468 square feet;
- (b) Section 4.4.1 of the RS-7 District Schedule is varied to permit a front yard depth of 6.8 feet;
- (c) Section 4.6.1 of the RS-7 District Schedule is varied to permit a rear yard depth of 6.5 feet;
- (d) Section 4.7.1 of the RS-7 District Schedule is varied to permit 2,101 square feet of floor space (approximately 0.85 FSR);
- (e) Section 4.7.4 of the RS-7 District Schedule is varied so that undeveloped areas under porches are to be excluded from the computation of floor space;
- (f) Section 4.8.4 of the RS-7 District Schedule is varied so that the Director of Planning may permit the area of impermeable materials, including building coverage, to exceed 60% of the total site area;
- (g) Section 4.16.2 of the RS-7 District Schedule is varied to permit a building depth of 40.7 feet;
- (h) Section 4.17 of the RS-7 District Schedule is varied so that it does not apply to the Heritage Building; and
- (i) Section 4.18.1 of the RS-7 District Schedule is varied to permit up to three dwelling units in the Heritage Building.

Non-Heritage Parcel

8.6 The RS-7 District Schedule to the *Zoning & Development By-law* is hereby varied as follows for the Non-Heritage Parcel, for purposes of the Development:

- (a) Section 3.2.1 DW of the RS-7 District Schedule is varied to permit a Two-Family Dwelling;
- (b) Section 4.4.1 of the RS-7 District Schedule is varied to permit a front yard depth of 20 feet;
- (c) Section 4.5.3 of the RS-7 District Schedule is varied so that it does not apply;
- (d) Section 4.6.1 of the RS-7 District Schedule is varied to permit a rear yard depth of 4 feet;

- (e) Section 4.7.1 of the RS-7 District Schedule is varied to permit 4,087 square feet of floor space (approximately 0.99 FSR), except the Director of Planning may permit the total floor space to exceed that amount provided that all the excess floor space is located in a basement;
- (f) Section 4.8.4 of the RS-7 District Schedule is varied so that the Director of Planning may permit the area of impermeable materials, including building coverage, to exceed 60% of the total site area;
- (g) Section 4.16.2 of the RS-7 District Schedule is varied to permit a building depth of 54.5 feet, including porches and sundecks; and
- (h) Section 4.17 of the RS-7 District Schedule is varied so that the Director of Planning may relax the requirements therein if the Director of Planning considers them to be unduly restrictive, taking into account any comments or other submissions in respect thereof from any advisory group, property owner or tenant.

ARTICLE 9 DISCHARGE FROM NON-HERITAGE LANDS

9.1 Within a reasonable time of the Owner's request after the Rehabilitation Work has been completed in accordance with this agreement, the City, at the Owner's expense, will discharge from title to the Non-heritage Lands the S.219 covenants, the statutory right of way and the equitable charge contained in this agreement and will request of the Registrar of the Land Title Office that all legal notations referring to this agreement and the Heritage Designation be removed from title to the Non-heritage Lands.

ARTICLE 10 NOTICES

10.1 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 the Owner's 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 11 GENERAL

11.1 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.

11.2 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.

11.3 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.

11.4 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.

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

11.6 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.

11.7 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.

11.8 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.

11.9 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.

11.10 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.

11.11 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.

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

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

END OF DOCUMENT

EXPLANATION

Heritage Revitalization Agreement Regarding 3308 Ash Street

After a public hearing on January 15, 2013, Council resolved to enter into a Heritage Revitalization Agreement regarding 3308 Ash Street, pursuant to Section 592 of the *Vancouver Charter*. Enactment of the attached by-law will achieve this.

Director of Legal Services
January 29, 2013

EXPLANATION

Heritage Designation By-law
Re: 1677 East 22nd Avenue

At a public hearing on January 15, 2013, Council approved recommendations to designate the structure and exterior envelope of the improvements and exterior building materials of the heritage building at 1677 East 22nd Avenue as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
January 29, 2013

1677 East 22nd Avenue
The H.J. Friend House



BY-LAW NO. _____

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

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

1. Council considers that the real property described as:

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

1677 East 22nd Avenue
Vancouver, B.C.

PID: 011-045-850
LOT A
DISTRICT LOT 744
PLAN 5872

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 _____, 2013

Mayor

City Clerk

EXPLANATION**Heritage Revitalization Agreement
Regarding 1677 East 22nd Avenue**

After a public hearing on January 15, 2013, Council resolved to enter into a Heritage Revitalization Agreement regarding 1677 East 22nd Avenue, pursuant to Section 592 of the *Vancouver Charter*. Enactment of the attached By-law will achieve this.

Director of Legal Services
January 29, 2013

1677 East 22nd Avenue
The H.J. Friend House



BY-LAW NO. _____

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

PREAMBLE

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

Certain property bearing the civic address of 1677 East 22nd Avenue, and the following legal description:

PID: 011-045-850
LOT A
DISTRICT LOT 744
PLAN 5872

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.

LAND TITLE ACT

FORM C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use) Page 1 of 16 pages

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

Signature of Agent

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

(PID)

(LEGAL DESCRIPTION)

011-045-850

Lot A District Lot 744 Plan 5872

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):*

DWELL DEVELOPMENTS LTD. (Incorporation No. 763622)

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/Notary) As to both signatures				DWELL DEVELOPMENTS LTD., by its authorized signatory(ies),
				<hr/> Print Name:
				<hr/> Print Name:

OFFICER CERTIFICATION:

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

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

** If space insufficient, continue executions on 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 7-10	Transferee
Section 219 Covenant	Article 4, page 11	Transferee
Statutory Right of Way	Article 5, page 11 - 12	Transferee
Equitable Charge	Article 7, page 12	Transferee

TERMS OF INSTRUMENT - PART 2
Heritage Revitalization Agreement

WHEREAS:

- A. The Owner (as defined below herein) is the registered owner of the parcel of land at 1677 East 22nd Avenue in City of Vancouver (the "Lands") which has the legal description shown in the Form C - Part 1 part of this document.
- B. There is a building situated on the Lands, known as the H.J. Friend House, which is considered to be of heritage value (the "Heritage Building").
- C. The Owner wishes to develop the Lands by:
- (i) rehabilitating the Heritage Building;
 - (ii) constructing on the Lands a new Two-Family Dwelling building (duplex); and
 - (iii) subdividing the Lands into two new parcels, one for the Heritage Building as rehabilitated and one for the proposed new Two-Family Dwelling building;
- and under development permit application no. DE415911 (the "DP Application") has applied to the City for a development permit for that purpose.
- D. The Owner proposes that, in exchange for a number of City of Vancouver ("City") by-law variations needed for the proposed project as contemplated under the DP Application, the Owner will enter into a heritage revitalization agreement in respect of the Heritage Building, for the rehabilitation and conservation thereof, and accept the adding of the Heritage Building to the City's Heritage Register, in the 'C' category therein, and the designation of the Heritage Building as a 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, 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) "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 and conservation of the Heritage Building as provided for hereunder;

- (c) **“Development”** means the proposed development project as described above in the introductory paragraphs hereto to rehabilitate the Heritage Building and construct a new Two-Family Dwelling on the Lands pursuant to the DP Application;
- (d) **“Development Permit”** means any development permit(s) issued by the City under the DP Application 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;
- (e) **“Director of Planning”** means City’s Director of Planning appointed under the provisions of the *Vancouver Charter*;
- (f) **“DP Application”** has the meaning given above in the introductory paragraphs hereto;
- (g) **“Heritage Building”** has the meaning given above in the introductory paragraphs herein;
- (h) **“Heritage Consultant”** means an independent, heritage building rehabilitation and conservation expert, knowledgeable and experienced in and duly qualified for planning and supervising rehabilitation and conservation work for heritage buildings;
- (i) **“Heritage Designation”** means the City’s designation of the Heritage Building as a protected heritage property pursuant to section 593 of the *Vancouver Charter*;
- (j) **“Heritage Parcel”** means the new parcel of land to be created by the Subdivision which is to contain the Heritage Building;
- (k) **“Two-Family Dwelling”** has the meaning given under 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 Two-Family Dwelling contemplated for construction on the Lands under the DP Application as described in the introductory paragraphs hereto;
- (o) **“Non-Heritage Parcel”** means the new parcel of land to be created by the Subdivision which is to contain the New Building;
- (p) **“Owner”** means the registered owner or owners of the Lands;
- (q) **“rehabilitate”** and **“rehabilitation”** mean the planning and carrying out of restoration, rehabilitation, construction and conservation work to restore, upgrade, improve and conserve the structure, support and heritage

characteristics and features of a heritage building or real property heritage feature so as to revitalize it and extend its life and use as such;

- (r) “**Rehabilitation Work**” has the meaning given below herein;
- (s) “**Subdivision**” means the proposed subdivision of the Lands contemplated in respect of the DP Application which is to create two new parcels of the Lands, one for the Heritage Building and one for the New Building as described above in the introductory paragraphs hereto;
- (t) “**Subdivision By-law**” means the City’s *Subdivision By-law No. 5208* and any amendments thereto and replacements thereof.
- (u) “**Vancouver Charter**” means the *Vancouver Charter, S.B.C. 1953, c.55*, as amended from time to time, and any and all replacements thereof or any statute enacted in substitution thereof and all regulations applicable thereto and any amendments, replacements and substitutions thereof;
- (v) “**Zoning & Development By-law**” means the City’s *Zoning & Development By-law No. 3575* and any amendments thereto and replacements thereof.

ARTICLE 2
SECTION 219 COVENANT
Rehabilitation & Conservation of Heritage Building

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

- (a) the Owner, at the Owner’s expense, and to the satisfaction of the Director of Planning:
 - (i) 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, shall rehabilitate or cause the rehabilitation of the Heritage Building and shall do so in accordance with this agreement, the Development Permit and the Conservation Plan (the “**Rehabilitation Work**”);
 - (ii) shall ensure that a Heritage Consultant supervises the Rehabilitation Work;
 - (iii) shall ensure that, at all times during the carrying out of the Rehabilitation Work, the Heritage Building is secure from vandalism and occupation by squatters; and
 - (iv) on completion of the Rehabilitation Work as required by this agreement, shall 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;

- (b) 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 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;
- (c) 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;
- (d) after completion of the Rehabilitation Work in accordance herewith, the Owner, at the Owner's 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;
- (e) at all times after and while this agreement is registered on title to the Lands, the Owner, at the Owner's expense, shall keep the Heritage Building insured to its full replacement value against all perils, including, without limitation, damage or destruction by earthquake;
- (f) 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;
- (g) the Owner shall not at any time and shall 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;

- (h) if at any time for any reason the Heritage Building is damaged in any way or destroyed, the Owner, at the Owner's expense, and to the City's satisfaction, shall 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 the Owner's 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* RSB 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;
- (i) if at anytime, in default under this agreement, the Owner, in the City's opinion, fails to perform its obligations as required hereby to rehabilitate and conserve the Heritage Building 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; and
- (j) the Owner acknowledges and agrees that, notwithstanding that this agreement and the Heritage Designation will result in restrictions with respect to the future use and development and therefore may affect the value of the Lands, the Owner has received full and fair compensation therefor 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. The

release and promise of indemnification contained in this paragraph will survive discharge and termination of this agreement.

ARTICLE 3 LETTER OF CREDIT

3.1 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 required therefor 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 of 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.

3.2 All letters of credit required under this Article will be issued by a Schedule I Canadian chartered bank or other financial institution acceptable to the City's Director of Legal Services 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.

3.3 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.

3.4 Within a reasonable time of the Owner's request after completion of the Rehabilitation Work in accordance with this agreement, the City will, as the case may be, return to its issuer any letter of credit provided to the City hereunder or, if the City has called upon the letter of credit, deliver to the Owner any remaining balance therefrom.

**ARTICLE 4
SECTION 219 COVENANT
NO SEPARATE SALE**

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

4.2 Within a reasonable time of the Owner's request after the Rehabilitation Work has been completed in accordance with this agreement, the City, at the Owner's expense, will discharge from title to the Lands the Section 219 covenant contained in this Article 4.

**ARTICLE 5
STATUTORY RIGHT OF WAY**

5.1 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, a commemorative plaque; and
- (b) in the event the Owner, in the City's opinion, is in default of any of its obligations under this agreement to rehabilitate and conserve the Heritage Building, to carry out any such obligations of the Owner hereunder as the City may choose.

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

5.3 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.

**ARTICLE 6
DEBTS OWED TO CITY**

6.1 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 or replicate 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 at the Bank of Montreal's main branch in the City of Vancouver, plus 3%, calculated monthly and not in advance.

ARTICLE 7 EQUITABLE CHARGE

7.1 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.

7.2 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 8 BY-LAW VARIATIONS

8.1 The *Subdivision Bylaw* is hereby varied for the Lands for purposes of the Development so that:

- (a) the parcel area and width restrictions contained in Section 9.1 of the *Subdivision By-law* shall not apply in respect of the Subdivision; and
- (b) Section 9.7 of the *Subdivision By-law* shall not apply in respect of the Subdivision.

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

8.3 Section 10.7.1(b) of the *Zoning and Development Bylaw* is hereby varied for the Lands so that for the Development the Director of Planning may allow eaves, gutters, sills, chimneys and other similar projections to project into any required or permitted yard thereon.

8.4 Section 11.1 of the *Zoning and Development Bylaw* is hereby varied for the Lands so that for the Development it shall not apply.

Heritage Parcel

8.5 The RT-10 District Schedule to the *Zoning & Development By-law* is hereby varied as follows for the Heritage Parcel, for purposes of the Development:

- (a) Section 4.1.1 of the RT-10 District Schedule is varied to permit a site area of 3,017 square feet;
- (b) Section 4.3.1 of the RT-10 District Schedule is varied to permit a building height of 27.5 feet in the rear 40% of the site depth;
- (c) Section 4.4.1 of the RT-10 District Schedule is varied to permit a front yard depth of 25.6 feet;
- (d) Section 4.5.2 of the RT-10 District Schedule is varied so that it does not apply;
- (e) Section 4.5.3 of the RT-10 District Schedule is varied so that it does not apply;
- (f) Section 4.6.1 of the RT-10 District Schedule is varied to permit a rear yard depth of 3.9 feet;
- (g) Section 4.7.1 of the RT-10 District Schedule is varied to permit 2,797 square feet of floor space (approximately 0.93 FSR);
- (h) Section 4.8.4 of the RT-10 District Schedule is varied so that the Director of Planning may permit the area of impermeable materials, including building coverage, to exceed 60% of the total site area;
- (i) Section 4.16.2 of the RT-10 District Schedule is varied to permit a building depth of 40.7 feet, including porches and sundecks; and
- (j) Section 4.17 of the RT-10 District Schedule is varied so that it does not apply to the Heritage Building.

Non-Heritage Parcel

8.6 The RT-10 District Schedule to the *Zoning & Development By-law* is hereby varied as follows for the Non-Heritage Parcel, for purposes of the Development:

- (a) Section 4.1.1 of the RT-10 District Schedule is varied to permit a site area of 2,687 square feet;
- (b) Section 4.3.1 of the RT-10 District Schedule is varied to permit a building height of 35 feet in rear 40% of the site depth;
- (c) Section 4.4.1 of the RT-10 District Schedule is varied to permit a front yard depth of 4.8 feet;
- (d) Section 4.5.3 of the RT-10 District Schedule is varied so that it does not apply;

- (e) Section 4.6.2 of the RT-10 District Schedule is varied to permit a rear yard depth of 3.9 feet;
- (f) Section 4.7.1 of the RT-10 District Schedule is varied to permit 2,115 square feet of floor space (approximately 0.79 FSR);
- (g) Section 4.8.1 of the RT-10 District Schedule is varied to permit site coverage for buildings of up to 51% of the site area;
- (h) Section 4.16 of the RT-10 District Schedule is varied to permit a building depth of 32.5 feet.

ARTICLE 9 DISCHARGE FROM NON-HERITAGE LANDS

9.1 Within a reasonable time of the Owner's request after the Rehabilitation Work has been completed in accordance with this agreement, the City, at the Owner's expense, will discharge from title to the Non-heritage Lands the S.219 covenants, the statutory right of way and the equitable charge contained in this agreement and will request of the Registrar of the Land Title Office that all legal notations referring to this agreement and the Heritage Designation be removed from title to the Non-heritage Lands.

ARTICLE 10 NOTICES

10.1 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 the Owner's 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 11
GENERAL

11.1 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.

11.2 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.

11.3 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.

11.4 Discharge. The City, at the Owner's expense, and within a reasonable time of the Owner's request after completion of the Rehabilitation Work in accordance herewith, but provided the Owner, in the City's opinion, does not and will not at any time owe the City any monies pursuant to this agreement, will discharge this agreement from title to the Non-Heritage Parcel.

11.5 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.

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

11.7 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.

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

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

11.10 Number. Words contained herein importing the singular number only will include the

plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.

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

11.12 Severability. All provisions of this agreement are severable in that if any court or other lawful authority having jurisdiction to decide the matter finds for any reason that one 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.

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

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

END OF DOCUMENT

EXPLANATION**Heritage Designation By-law
Re: 4629 West 2nd Avenue**

At a public hearing on January 15, 2013, Council approved recommendations to designate the structure and exterior envelope of the improvements and exterior building materials of the heritage building at 4629 West 2nd Avenue as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
January 29, 2013

4629 West 2nd Avenue
Campney House



BY-LAW NO. _____

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

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

1. Council considers that the real property described as:

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

4629 West 2nd Avenue
Vancouver, B.C.

PID: 005-931-282
Amended Lot 9 of Lot E
BLOCK 135
DISTRICT LOT 540
Plan 5755

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 _____, 2013

Mayor


City Clerk

EXPLANATION**A By-law to increase maximum fines for breaches
and minimum and maximum fines for continuing breaches
of Zoning & Development By-law No. 3575**

After the public hearing on January 15, 2013, Council resolved to amend Zoning & Development By-law No. 3575 to increase maximum fines for by-law offences, and minimum and maximum fines for continuing by-law offences. Enactment of this By-law will implement that resolution.

Director of Legal Services
January 29, 2013

Zoning & Development By-law
Amendments regarding maximum fines

 BY-LAW NO. _____

A By-law to amend
Zoning and Development By-law No. 3575
regarding maximum fines

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

1. This By-law amends the indicated provisions of the Zoning and Development By-law.
2. In section 8.2, Council strikes out "\$2,000", and substitutes "\$10,000".
3. Council strikes out section 8.3, and substitutes:
"8.3 Every person who commits an offence of a continuing nature against this By-law is liable to a fine not less than \$250.00 and not more than \$10,000.00 for each day such offence continues."
4. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2013.

Mayor

City Clerk

EXPLANATION**A By-law to increase maximum fines for breaches
and minimum and maximum fines
for continuing breaches of Sign By-law No. 6510**

After the public hearing on January 15, 2013, Council resolved to amend Sign By-law No. 6510 to increase maximum fines for by-law offences, and minimum and maximum fines for continuing By-law offences. Enactment of this By-law will implement that resolution.

Director of Legal Services
January 29, 2013

EXPLANATION**A By-law to amend the
False Creek North Official Development Plan By-law
Re: Land use in Area 5b East (68 Smithe Street)**

After the public hearing on January 15, 2013, Council resolved to amend the False Creek North ODP By-law regarding land use in Area 5b East. The Director of Planning has advised that there are no prior-to conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
January 29, 2013

False Creek North Official Development Plan
regarding land use in Area 5(b) (68 Smithe Street)
new Figures 4, 5, and 10a

yoh BY-LAW NO. _____

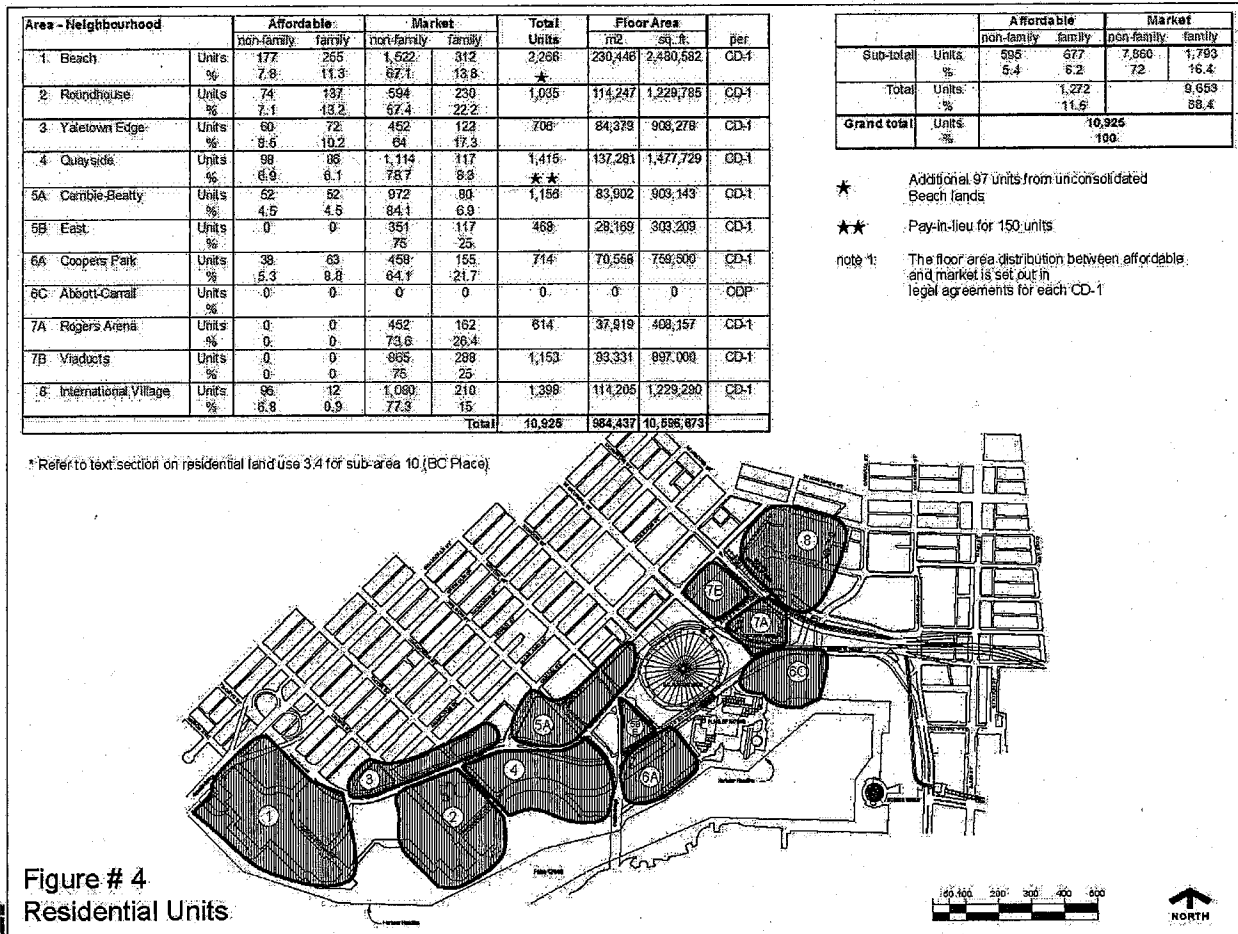
**A By-law to amend False Creek North
Official Development Plan By-law No. 6650**

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

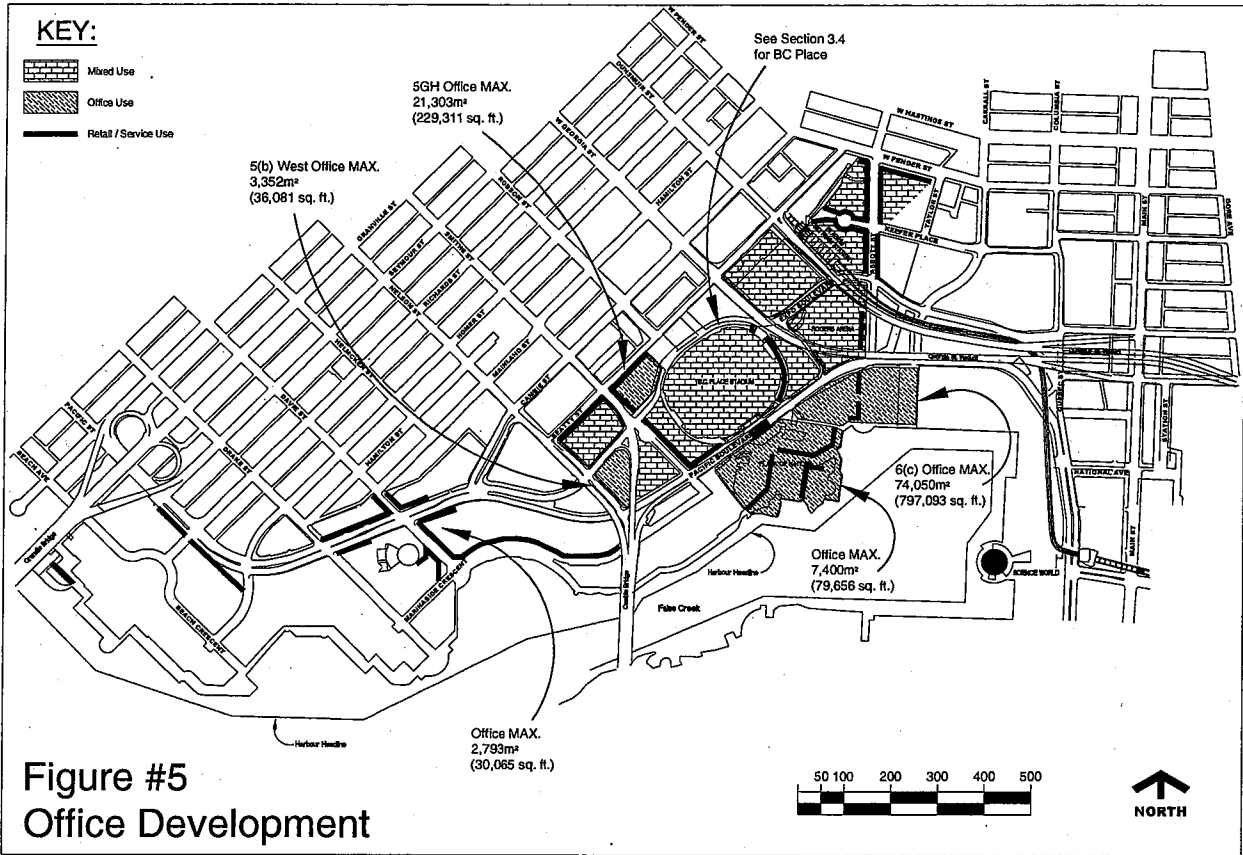
1. This By-law amends the indicated provisions and figures of the False Creek North Official Development Plan By-law No. 6650.
2. In subsection 3.3.1, Council:
 - a) strikes out “10,768” and “11.81%”, and substitutes “10,925” and “11.64%” respectively; and
 - b) wherever “percent” appears, substitutes “%”.

3. In section 7, Council:

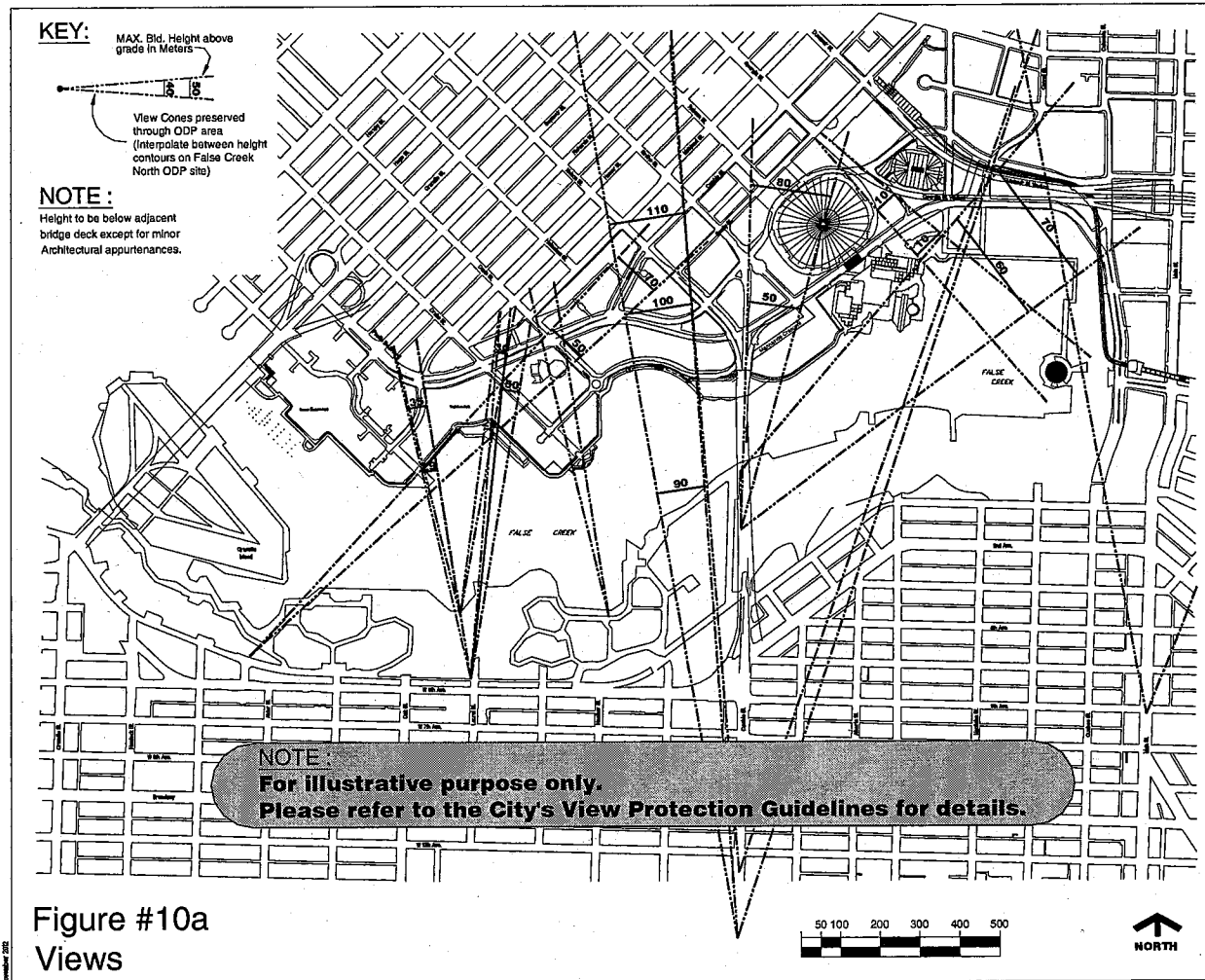
a) repeals Figure 4, and substitutes:



b) repeals Figure 5, and substitutes:

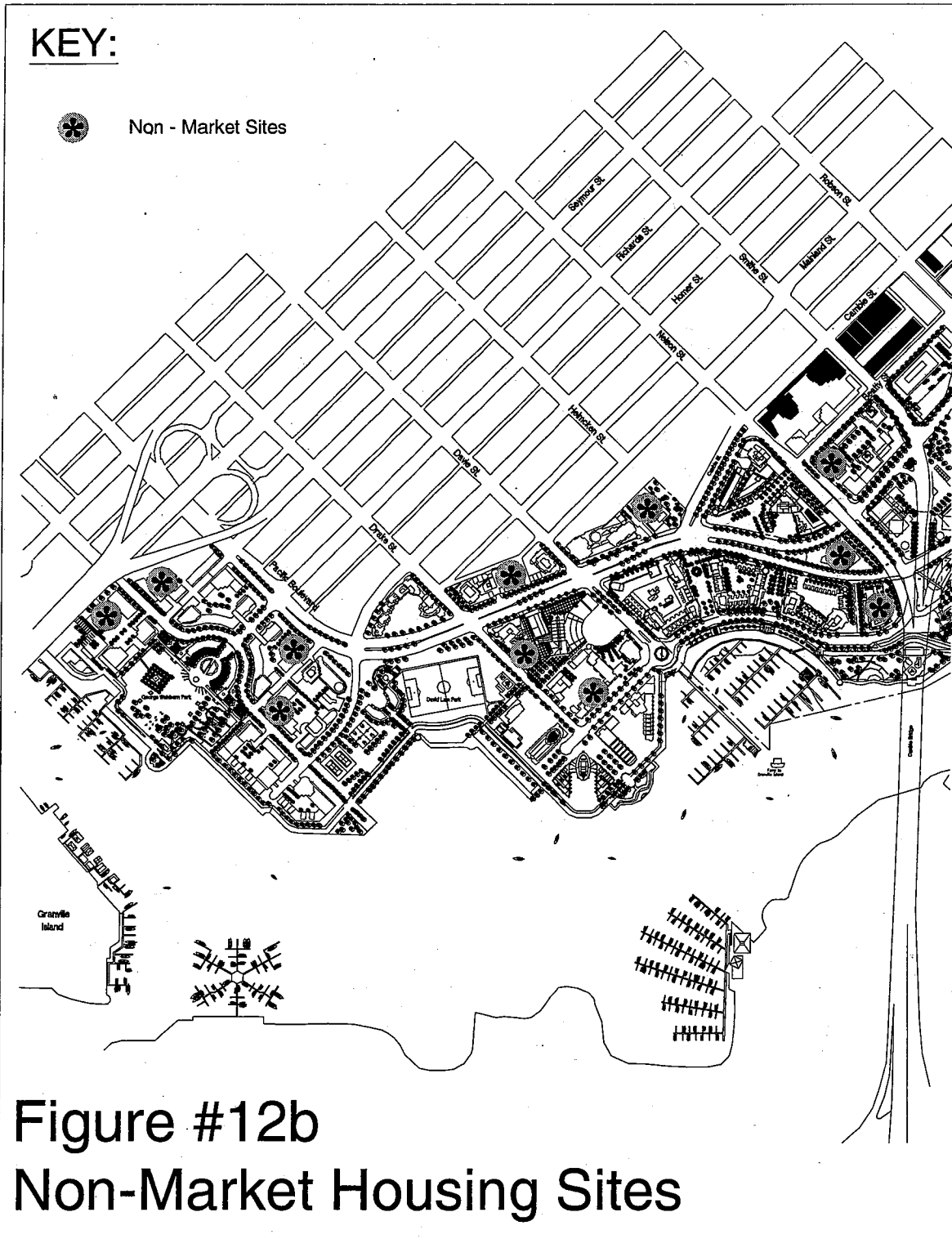


c) repeals Figure 10a, and substitutes:

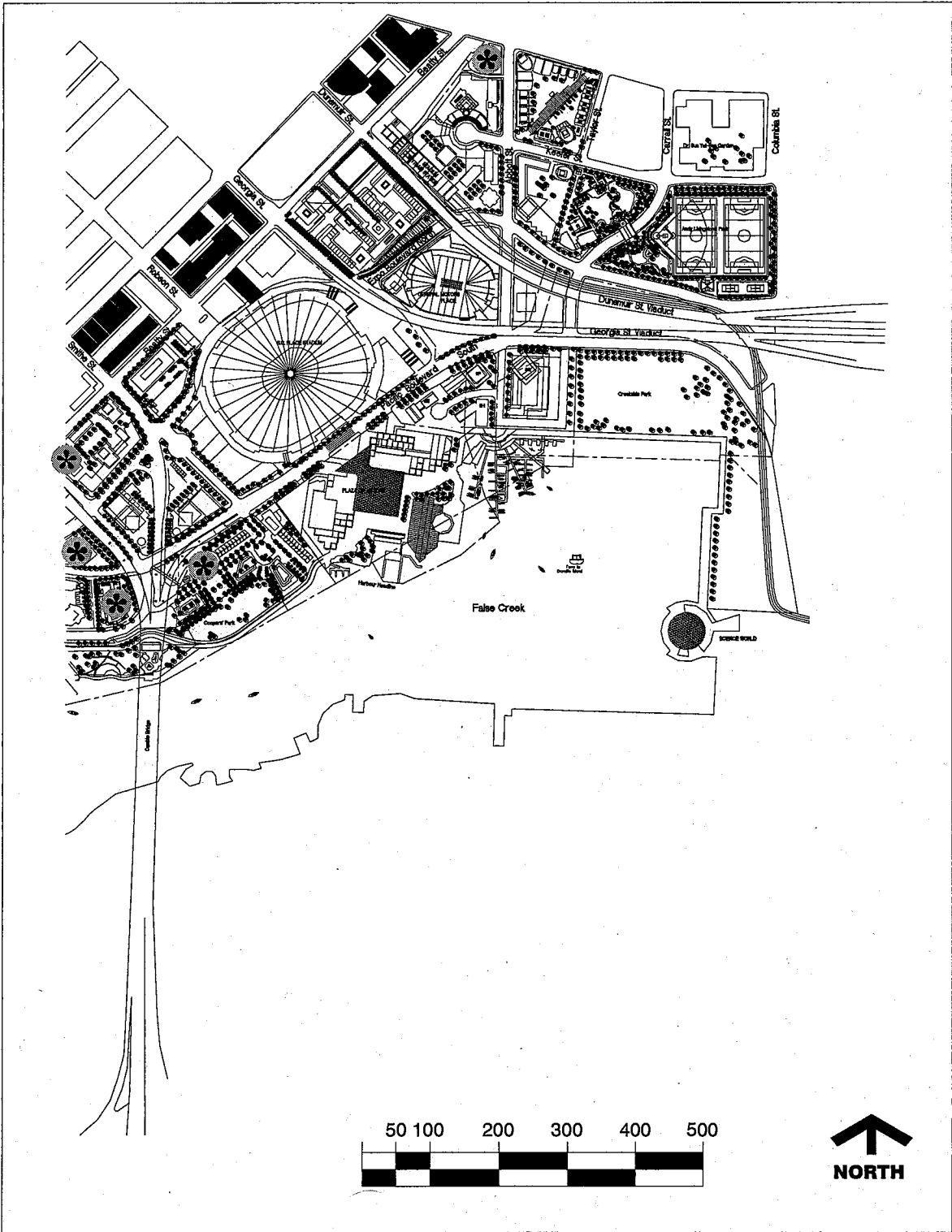


; and

d) repeals Figure 12b, and substitutes:



and,



September 2008

4. 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.

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

ENACTED by Council this day of , 2013

Mayor

City Clerk