

EXPLANATION

**Subdivision By-law No. 5208 amending By-law
Re: 6110-6170 Oak Street and
975 West 46th Avenue**

Enactment of the attached By-law will delete 6110-6170 Oak Street and 975 West 46th Avenue from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of November 13, 2012 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
March 12, 2013

6110-6170 Oak Street and 975 West 46th Avenue



BY-LAW NO. _____

A By-law to amend Subdivision By-law No. 5208

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

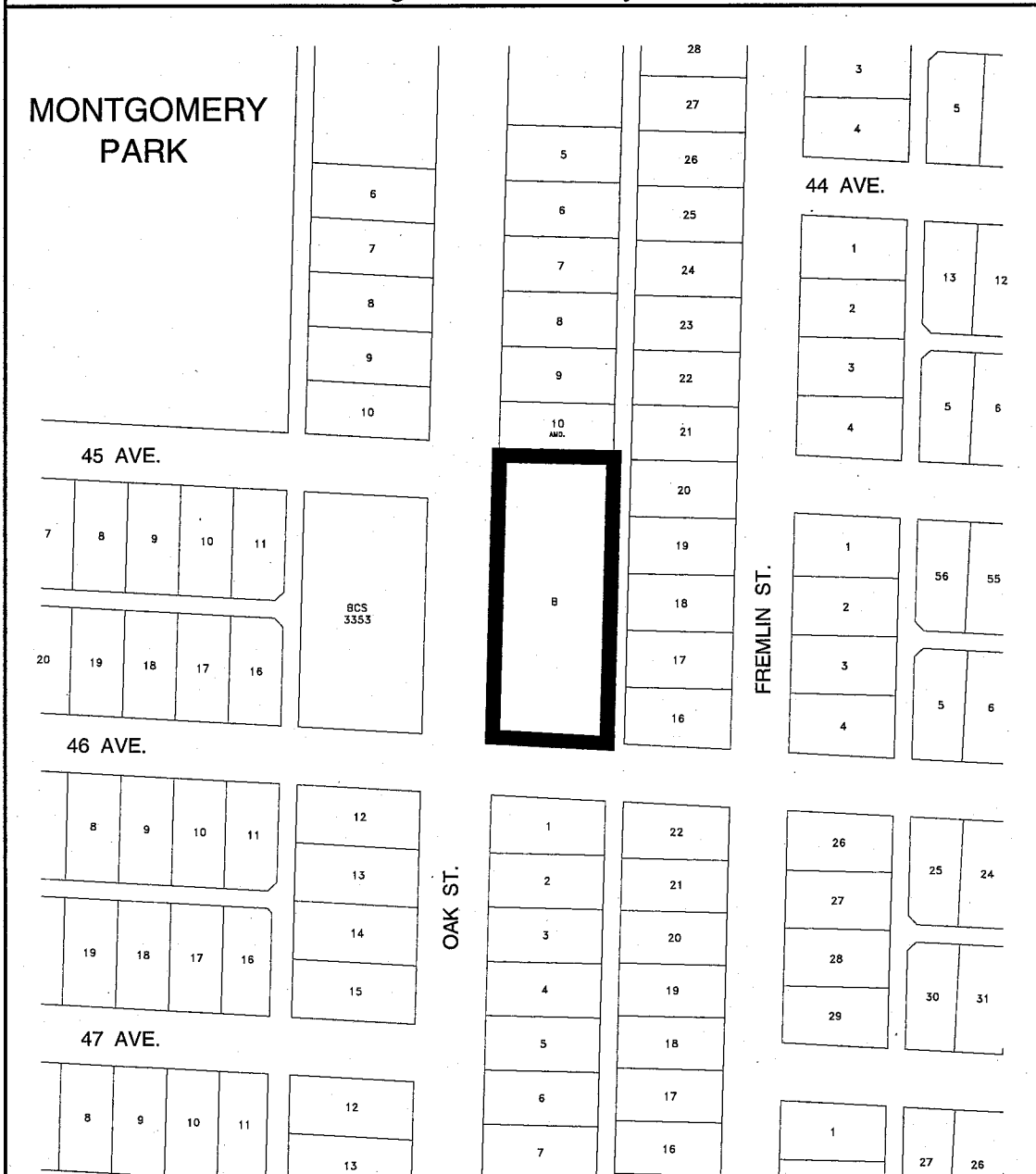
1. Council amends Schedule A to the Subdivision By-law in accordance with the plan labelled Schedule A, and attached to and forming part of this By-law, by deleting therefrom the properties shown in black outline on Schedule A to this By-law, in accordance with the explanatory legends, notations, and references incorporated therein.
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

By-law No. _____ being a By-law to amend By-law No. 5208
being the Subdivision By-law



The property outlined in black (**■**) is deleted from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

6110-6170 Oak Street & 975 W 46th Avenue

map: 1 of 1

scale: NTS



City of Vancouver

EXPLANATION**2013 Land Assessment Averaging**

Enactment of the attached By-law, will implement three-year land assessment averaging for the 2013 taxation year, along with revisions to the Land Assessment Averaging By-law as approved by Council on February 26, 2013.

Director of Legal Services
March 12, 2013

BY-LAW NO. _____



**A By-law to Average
Land Assessments for 2013**

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

Name of By-law

1. The name of this By-law, for citation, is the "2013 Land Assessment Averaging By-law".

Definitions

2. In this By-law:

“assessed land value” means assessed land value as determined by the Assessor, pursuant to the *Assessment Act*;

“assessed improvement value” means assessed improvement value, as determined by the Assessor pursuant to the *Assessment Act*; and

“assessment authority” means the British Columbia Assessment Authority.

Assessment averaging

3. The 2013 land assessment for each parcel or part of a parcel classified Class 1 - residential, Class 5 - light industry, or Class 6 - business and other, is to be the result obtained by averaging the 2011, 2012, and 2013 assessed land value for each such parcel or part of a parcel.

Non-applicability of By-law

4. This By-law does not apply to any parcel or part of a parcel that does not have an assessed improvement value for 2013.

Exemptions from assessment averaging

5. Despite section 3 of this By-law, any of the following changes or events that occurred between completion of the 2012 and 2013 assessment rolls, exempt the involved parcel from averaging under section 3:

- (a) subdivision or consolidation of all or part of the parcel unless:
 - (i) the sole purpose of the subdivision or consolidation is to vest in the city, by dedication or transfer, all or part of the parcel for street purposes, or
 - (ii) the subdivision or consolidation is initiated by the assessment authority for assessment or administrative purposes, and does not alter the physical characteristics of the parcel;

- (b) a change in zoning district of all or part of the parcel, unless the change is from RS-1 to RS-1S or from RS-1S to RS-1;
- (c) a change to an existing CD-1 zoning district where there is a change in permitted density;
- (d) a change in the prescribed class of the parcel or part of the parcel, except for a change between Class 5 - light industry and Class 6 - business and other; or
- (e) a new entry of the parcel on the 2013 assessment roll, unless that entry results from an administrative roll number re-assignment by the assessment authority.

Averaging of properties that regain eligibility

6. If By-law No. 10444 did not apply to any particular parcel or part of a parcel under section 4 of such by-law, or if a particular parcel or part of a parcel was exempt from averaging under section 5 of such by-law, the formula for averaging the assessed land value for that parcel in 2013, is the quotient arrived at by dividing the sum of the assessed land value for 2013 by one.

Further averaging of properties that regain eligibility

7. If By-law No. 10229 did not apply to any particular parcel or part of a parcel under section 4 of such by-law, or if a particular parcel or part of a parcel was exempt from averaging under section 5 of such by-law, the formula for averaging the assessed land value for that parcel in 2013, is the quotient arrived at by dividing the sum of the assessed land values for 2012 and 2013 by two.

Correction of errors

8. An owner who receives notice, under section 403 of the *Vancouver Charter*, of adjustments to the net taxable value of the owner's property, and who wishes the Collector of Taxes to correct errors made in applying this By-law to such property, must file a request for correction with the Collector of Taxes on or before the last business day of July, 2013.

Appeal to Court of Revision

9. A person:
- (a) may appeal to Council, sitting as a Court of Revision, any decision of the Collector of Taxes with respect to:
 - (i) an adjustment to the net taxable value of any property, or
 - (ii) an exemption from this By-law; and
 - (b) must file such appeal within 30 days after the Collector of Taxes makes that decision.

EXPLANATION

**A By-law to amend the Sign By-law
Re: 1077 Great Northern Way**

After the public hearing on January 30, 2012, Council resolved to amend the Sign By-law to add this site to Schedule E. The Director of Planning has advised that all prior to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
March 12, 2013

1077 Great Northern Way



BY-LAW NO. _____

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

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

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

“1077 Great Northern Way CD-1(544) By-law No. 10653 B (I-3)”

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

EXPLANATION

**Noise Control By-law amending By-law
Re: 1077 Great Northern Way**

This amendment, approved by Council on January 30, 2012, adds 1077 Great Northern Way to the Noise Control By-law.

Director of Legal Services
March 12, 2013

1077 Great Northern Way



BY-LAW NO. _____

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

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

1. To Schedule B (Intermediate Zone) of By-law No. 6555, at the end, Council adds:

“CD-1 (544) By-law No. 10653 1077 Great Northern Way”

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


EXPLANATION

**A By-law to amend the Parking By-law
Re: 1077 Great Northern Way**

After the public hearing on January 30, 2012, Council resolved to amend the Parking By-law to add 1077 Great Northern Way to Schedule C. The Director of Planning has advised that all prior to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
March 12, 2013

CD-1 Districts Parking Requirements
1077 Great Northern Way

 BY-LAW NO. _____

**A By-law to amend Parking By-law No. 6059
with regard to CD-1 Districts Parking Requirements**

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

1. This By-law amends the indicated provisions of the Parking By-law.
2. To Schedule C, at the end, Council adds:

**Schedule C
CD-1 Districts Parking Requirements**

Address	By-law #	CD-1#	Parking requirements
1077 Great Northern Way	10653	(544)	Minimum spaces for: a) Parking 30% less; b) Class A bicycle spaces 500% more; and c) Class B bicycle spaces 350% more than by-law requirements on February 26, 2013.

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

ENACTED by Council this _____ day of _____, 2013

Mayor

City Clerk

EXPLANATION

6

Authorization to enter into a Housing Agreement Re: 800 Griffiths Way

After the public hearing on July 10, 12 and 19, 2012, Council approved in principle a Housing Agreement for 800 Griffiths Way to be entered into by the City and the land owner, on terms satisfactory to the Director of Legal Services and the Managing Director of Social Development, prior to enactment of the amendment to the existing CD-1 By-law. Such a Housing Agreement has been accepted and signed by the applicant, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter to authorize such Housing Agreement and to authorize the City to enter into that Housing Agreement with the land owner.

Director of Legal Services
March 12, 2013

800 Griffiths Way



BY-LAW NO. _____

**A By-law to enact a Housing Agreement
for 800 Griffiths Way**

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

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

PID: N/A

LOT 348 and Lot 349
False Creek Plan EPP26177

in substantially the form and substance of the Housing Agreement attached to this By-law, and also authorizes the Director of Legal Services to execute the agreement on behalf of the City, and to deliver it to the owner on such terms and conditions as the Director of Legal Services deems fit.

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

ENACTED by Council this _____ day of _____, 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 15 pages

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

[To be put in e-filing form by the applicant]

Signature of Agent

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

(PID)

(LEGAL DESCRIPTION)

NO PID

Lot 348 False Creek Plan EPP26177

Lot 349 False Creek Plan EPP26177

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO
INTEREST

Section 219 Covenant

Entire Instrument

Transferee

Priority Agreement granting above
Section 219 Covenant priority over
Mortgage BB100747 as modified by
CA2456972 and Assignment of Rents
BB100748 as modified by CA2456973

Page 15

Transferee

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

(a) Filed Standard Charge Terms

D.F. No.

(b) Express Charge Terms

Annexed as Part 2

(c) Release

There is no Part 2 of this instrument

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

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

PACIFIC COAST ARENA INC. (Extra Provincial Registration number: A0043767)

THE TORONTO-DOMINION BANK (as to Priority)

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

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

7. ADDITIONAL OR MODIFIED TERMS:*

N/A

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

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
_____	12			PACIFIC COAST ARENA INC. by its authorized signatories: _____ Name: _____ 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

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
<hr/>	12			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

LAND TITLE ACT
FORM D
EXECUTIONS CONTINUED

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
_____	12			THE TORONTO-DOMINION BANK by its authorized signatories: _____ Name: _____ 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

TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT (800 Griffiths Way)

Introduction

- A. It is understood and agreed that this instrument and Agreement, will be read as follows:
- (i) the transferor, Pacific Coast Arena Inc., is called the "Owner" as more particularly defined in Section 1.1; and
 - (ii) the Transferee, City of Vancouver, is called the "City" when referring to corporate entity and "City of Vancouver" when referring to geographic location;
- B. The Owner is the registered owner of the Lands; and
- C. The Owner made an application to amend the existing CD-1 Comprehensive Development District (311) By-law No. 7201 to permit the construction of two mixed-use buildings and one residential building on the Lands and after a public hearing to consider the said application, the said rezoning (the "Rezoning") was approved by City Council in principle, subject to, among other things, fulfilment of the condition that, prior to enactment of the amending by-law (the "Rezoning By-law"), the Owner make arrangements to the satisfaction of the City Engineer and the Director of Legal Services, at no cost to the City,

"Execute a Housing Agreement to secure 614 residential units (with a total area of 37 319 m²) in this development as rental for the life of the building or 60 years, whichever is longer, and to include registerable covenants in respect of all such units prohibiting stratification, separate sales and rental for a term of less than one month at a time, and subject to such other terms and conditions as are satisfactory to the Director of Legal Services, the Managing Director of Social Development. Such number of housing units may be varied by the Managing Director of Social Development if the mix of units is varied to provide for more family units.

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

- D. The Residential Units will be located within each of the three Buildings to be constructed on the Lands, which Buildings are shown as the east tower, the west tower and the south tower on the Site Plan attached as Schedule "A" hereto.

Consideration

THEREFORE in consideration of the sum of ten dollars (\$10.00) now paid by the City and the

Owner to each other and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) pursuant to Section 565.2 of the *Vancouver Charter* it is agreed as follows:

Terms of Agreement

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

- (a) **"Agreement"** means this housing agreement and building use covenant, including the foregoing recitals;
- (b) **"Building"** means:
 - (i) any building or structure used, occupied or constructed on the Lands at any time following the date this Agreement is fully executed and includes any portion of such building or structure; and
 - (ii) any existing building or structure on the Lands;

that the Director of Legal Services determines is not installed on an interim or temporary basis;
- (c) **"City Personnel"** means the City's elected officials, officers, employees, contractors, subcontractors, agents, licensees, invitees, and permittees;
- (d) **"Director of Legal Services"** means the chief administrator from time to time of the Legal Services Department of the City and her successors in function and their respective nominees;
- (e) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c. 250, and amendments thereto and re-enactments thereof;
- (f) **"Lands"** means the parcel of land situated in the City of Vancouver, Province of British Columbia described in Item 2 of the General Instrument Part I and includes any parcel into which such land is consolidated or further subdivided;
- (g) **"LTO"** means the land title office for the jurisdiction in which the Lands are situate;
- (h) **"Managing Director of Social Development"** means the chief administrator from time to time of the City's Social Development Department and his/her successors in function and their respective nominees;
- (i) **"Occupancy Permit"** means a permit issued by the City authorizing the use and occupation of any Building, development or partial development on the Lands;

- (j) **"Owner"** means the Transferor, Pacific Coast Arena Inc. and includes any and all of its respective assigns and successors as registered or beneficial owner of the Lands or any part thereof;
- (k) **"Rental Purposes"** means the use of a Rental Unit (which will not be occupied by the registered or beneficial owner of same but which is made available by such owner to the general public, at arm's length except that one (1) Rental Unit may be occupied by someone not at arm's length from the registered or beneficial owner for residential accommodation only and for a period of not less than one (1) month, all in accordance with this Agreement, reasonable prudent landlord-tenant practices for rental residential accommodation and any and all law applicable thereto, including without limitation, residential tenancy and human rights legislation in British Columbia;
- (l) **"Rental Unit Parcel"** means a legal titled parcel which contains a portion of (and only) Rental Units and any related common areas in a Building;
- (m) **"Rental Units"** means, subject to Section 2(b), the six hundred and fourteen (614) new residential dwelling units with a total area of 37,319 square meters to be constructed in three separate Rental Unit Parcels, as contemplated by the Rezoning, and includes any and all such dwelling units constructed in a replacement building on the Lands;
- (n) **"Rezoning"** means the rezoning described in Recital C of this Agreement;
- (o) **"Rezoning By-law"** means the rezoning by-law relating to the Lands as described in Recital C;
- (p) **"Term"** means the period from the date this Agreement is registered in the LTO until the date which is 60 years from the date on said registration or the life of the Building whichever is greater; and
- (q) **"Vancouver Charter"** means the *Vancouver Charter* S.B.C. 1953, c. 55, as amended or replaced from time to time.

2. **RESTRICTIONS ON USE AND SUBDIVISION.** The Owner agrees that:

- (a) the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) the Rental Units will be used throughout the Term for Rental Purposes only provided that the number of housing units may be varied in the sole and unfettered discretion of the Managing Director of Social Development if the mix of units is varied to produce more family units;

- (c) it will not suffer, cause or permit, beneficial or registered title to any Rental Units in a Building to be sold or otherwise transferred individually or jointly with one or more other Rental Units unless beneficial or registered title to all of the Rental Units in such Building is sold or otherwise transferred together and as a block to the same beneficial and legal owner, and unless such transferee concurrently enters into an assumption agreement satisfactory to the City whereby it agrees to be and thereafter remain bound by each and every term and condition of this Agreement applicable to the Owner;
- (d) throughout the Term, subject to Section 3, it will not suffer, cause or permit the Rental Units or a Rental Unit Parcel to be created by the deposit of a strata plan at the LTO, nor will it suffer, cause or permit any Rental Unit Parcel to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent the City may arbitrarily withhold;
- (e) that any sale of a Rental Unit in contravention of the covenant in Section 2(c), and any subdivision of the Building or any part thereof, in contravention of the covenant in Section 2(d), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (f) it will construct the Rental Units in accordance with any development and building permit(s) issued for the Lands, or part thereof, and will keep and maintain the Rental Units and all parts thereof in good repair and in a safe, clean, neat and tidy condition, and will insure the Rental Units to the full replacement cost against perils normally insured against in the City of Vancouver by reasonable and prudent owners of similar buildings and lands. If any Rental Unit or any part thereof is damaged, or if any portion of a Building is damaged such that the use and enjoyment of any Rental Unit would be materially impaired, the Owner will promptly restore and repair such damage whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred; and
- (g) any changes to the foregoing restrictions and requirements will be made only with the prior written agreement of the Managing Director of Social Development, who may first seek input from the City's elected Council;

and the Owner covenants and agrees that:

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

3. SUBDIVISION OF THE LANDS. Despite Subsection 2(e),

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

4. OCCUPANCY RESTRICTION ON THE LANDS. The Owner covenants and agrees with the City in respect of the use of the Lands and each Building, that:

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

until such time as an Occupancy Permit has been issued for each of the Rental Units contained in such Building; and
- (b) without limiting the general scope of this Section 4, the Owner does hereby waive,

remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this Section 4.

5. **RECORD KEEPING.** The Owner will keep accurate records pertaining to the use and rental of the Rental Units for Rental Purposes, such records to be to the satisfaction of the City. At the request of the City, from time to time, the Owner will make these records available for inspection and copying by the City.

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

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

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

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

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

in the case of the Owner at:

Pacific Coast Arena Inc.
 c/o Aquilini Development and Construction Inc.
 #200 - 510 West Hastings
 Vancouver, BC
 V6B 1L8

Attention: Riaan De Beer, Development Manager
 Fax No.: 604.682.6183

in the case of the City addressed to it at:

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

Attention: City Clerk

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

or at such other address as the parties may from time to time advise by notice in writing. Any such notice, approval or request will be deemed to have been received on the date of delivery of such notice, approval or request or on the third business day next following the date of such mailing if mailed as aforesaid, provided that if mailed should there be, between mailing and the actual receipt of such notice, approval or request, a mail strike, slowdown or other labour dispute which might affect the delivery of such notice, approval or request, such notice, approval or request will only be effective if actually delivered.

9. MISCELLANEOUS

- (a) **Breach by Owner.** The Owner agrees that damages may be an inadequate remedy for the City for any breach by the Owner of its obligations under this Agreement and the Owner agrees that the City is entitled to seek and obtain an order for specific performance, or a prohibitory or mandatory injunction, in order to compel performance by the Owner of its obligations under this Agreement.
- (b) **No Derogation.** Nothing contained or implied in this Agreement will derogate from the obligations of the Owner under any other agreement with the City or prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* as amended from time to time and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands and Building as if this Agreement had not been executed and delivered by the Owner and the City.
- (c) **Owner's Representations and Warranties.** The Owner represents and warrants to and

covenants and agrees with the City that:

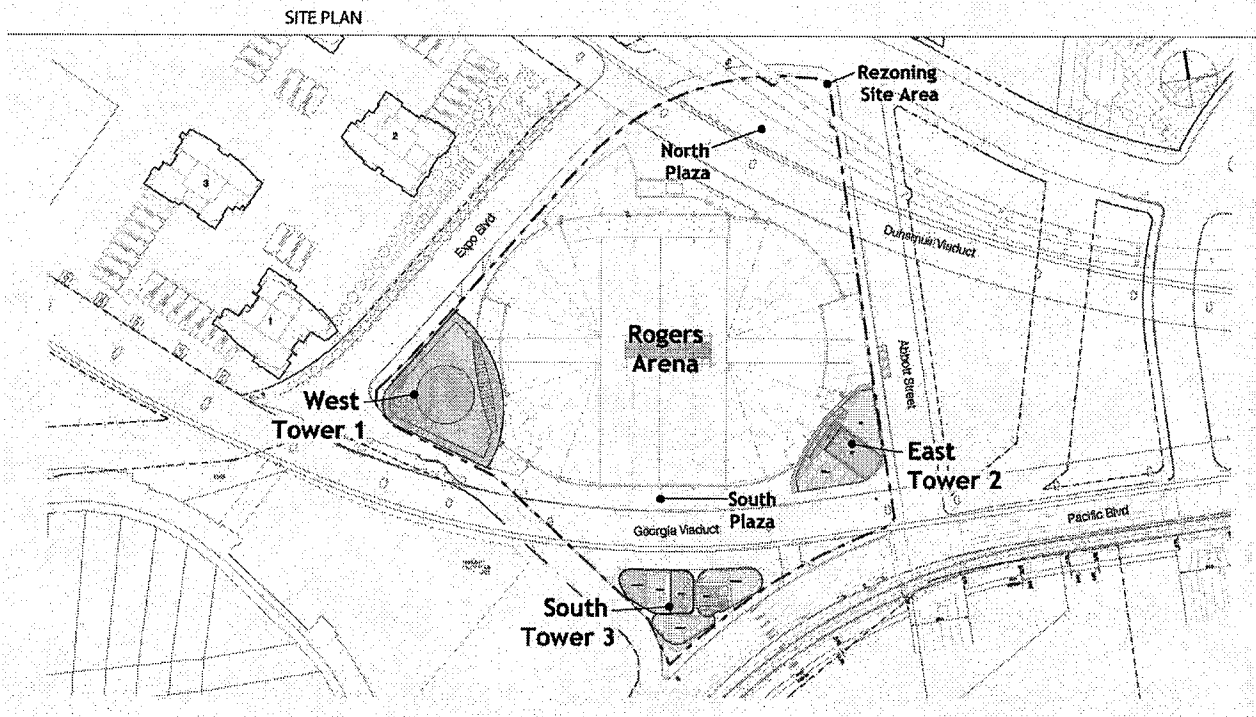
- (i) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interest in land created hereby; and
 - (ii) this Agreement will be fully and completely binding upon the Owner in accordance with the terms hereof and the Owner will perform all of its obligations under this Agreement in accordance with the terms hereof.
- (d) **City's Costs.** In any action to enforce this Agreement in which any Court determines that the position of the City will prevail, the City will be entitled to court costs on a solicitor/client basis.
- (e) **Interpretation.** The following provisions will apply to this instrument:
- (i) the laws of British Columbia are to govern its interpretation and enforcement;
 - (ii) each of the City and Owner accepts the jurisdiction of the courts of British Columbia;
 - (iii) if a court finds any provision invalid, illegal, or unenforceable, and severs it from the remainder of this instrument, the remaining provisions are to remain in force and effect;
 - (iv) time will be of the essence, and if the City or Owner expressly or impliedly waives that requirement, the City or Owner may re-instate it by delivering notice to the other;
 - (v) waiver of a default by the City or Owner or failure or delay by the City or Owner in exercising a right or remedy does not mean that the City or Owner waives any other default or that the City or Owner has waived its right to exercise such right or remedy;
 - (vi) no amendment is to have any force or effect unless the City and Owner have signed it;
 - (vii) this instrument represents the entire agreement between the City and Owner regarding the matters set out in this instrument, and supersedes all prior agreements, letters of intent, or understandings about those matters;
 - (viii) any reference to a statute is to the statute and its regulations in force on the date the Owner signs Form C, and to subsequent amendments to or replacements of the statute or regulations;
 - (ix) the exercise of any particular remedy by the City or Owner under this instrument or at law or at equity will not prejudice or preclude that party from invoking or

exercising any other remedy, and no remedy will be exclusive, and each of the City or Owner may exercise all its remedies independently or in combination and, in particular, the Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise), or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement;

- (x) the Owner will execute and deliver to the City, on request by the City from time to time, such further assurances and instruments as the City may require to give full force and effect to the Owner's grants and agreements under this instrument; and
 - (xi) if the Owner consists of more than one person, firm, or corporation, the Owner's obligations under this instrument will be joint and several.
- (f) **Agreement Runs With the Lands.** The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto and run with each and every part into which the same may be subdivided or consolidated, subject always to Sections 2(d), 2(e) and 3.
- (g) **Perfection of Intention.** The Owner will, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a Housing Agreement pursuant to Section 565.2 of the *Vancouver Charter* and also registered as a first registered charge against the Lands, save only for those reservations, liens, charges or encumbrances:
- (i) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
 - (ii) in favour of the City either alone or together with any other party;
 - (iii) registered against title to the Lands at the instance of the City as a condition of rezoning the Lands or in satisfaction of a condition of the City's Approving Officer approving the subdivision of the parent parcel to create the Lands; and
 - (iv) which Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Instrument.
- (h) **Continuing Effect.** This Agreement will enure to the benefit of and bind each of the City and its successors and assigns and the Owner and its successors and assigns.

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

SCHEDULE "A"



CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" mean the Mortgage registered under number BB100747 as modified by CA2456972 and Assignment of Rents registered under number BB100748 as modified by CA2456973;
- (b) "Existing Chargeholder" means The Toronto-Dominion Bank;
- (c) "New Charge" means the Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the 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) consents to the Owner granting the New Charge to the City; and
- (ii) agrees with the City that the New Charge charges the Lands in priority to the Existing Charges in the same manner and to the same effect as if the Owner had granted the New Charge, and it had been registered against title to the Lands, prior to the grant or registration of the Existing Charges or the advance of any money under the Existing Charges.

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


END OF DOCUMENT

EXPLANATION**A By-law to amend the Parking By-law
Re: Artists Studios**

After the public hearing on February 5, 2013, Council resolved to amend the Parking By-law requirements for Artists Studios. Enactment of this By-law will implement that resolution.

Director of Legal Services
March 12, 2013

Parking By-law amending By-law
Re: Artist Studio

 BY-LAW NO. _____

**A By-law to amend Parking By-law No. 6059
with regard to Artist Studio**

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

1. This By-law amends the indicated provisions of the Parking By-law.
2. In Table 4.2, Council strikes out section 4.2.1.10, and substitutes:

4.2.1.10	Residential Unit associated with and forming an integral part of an Artist Studio	A minimum of one space for every studio of 75 square meters or less of gross floor area, 1.3 spaces for every studio over 75 square meters of gross floor area and one additional space for every 12 studios on sites with 12 or more studios.
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3. In Table 4.2, Council strikes out section 4.2.4.10, and substitutes:

4.2.4.10	Artist Studio (non residential)	A minimum of one space for each 100 square meters of gross floor area.
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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

EXPLANATION**Fire By-law amending By-law
Re: Housekeeping amendment for re-inspection fees**

The attached By-law will implement Council's resolution of September 16, 2004, to amend the Fire By-law to provide for a minimum fee of \$200.00 for a re-inspection of premises which have previously been inspected.

Director of Legal Services
March 12, 2013

yoh

BY-LAW NO. _____

**A By-law to amend Fire By-law No. 8191
regarding housekeeping amendment for re-inspection fees**

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

1. This By-law amends the indicated provisions of the Fire By-law.
2. In Schedule A-2, Inspection and Record Fees, Council strikes out Item 7, and substitutes:

“

7.	For each re-inspection of previously inspected premises	\$200.00 minimum for the first hour or portion thereof, plus \$100.00 per hour for each subsequent hour or portion thereof
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”

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

ENACTED by Council this _____ day of _____, 2013

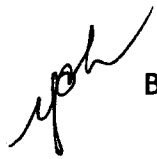
Mayor

City Clerk

EXPLANATION**Area Specific Development Cost Levy By-law
Amending By-law
Re: Oakridge/Langara projects and levies**

On February 27, 2013, Council resolved to amend the Area Specific Development Cost Levy By-law, regarding DCL rates and project estimates for Oakridge/Langara, effective on the first anniversary of the enactment of this By-law. This By-law implements that resolution.

Director of Legal Services
March 12, 2013



BY-LAW NO. _____

**A By-law to amend
Area Specific Development Cost Levy By-law No. 9418
regarding Oakridge/Langara projects and levies**

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

1. In the table in section 2.10, under the heading "Estimated Cost" Council strikes out:
 - (a) "1,000,000" and replaces it with "0.00";
 - (b) "9,800,000" and replaces it with "5,600,000"; and
 - (c) "4,700,000" and replaces it with "2,800,000".

2. In section 3.9, Council strikes out:
 - (a) "\$79.49" from section 3.9 and replaces it with "\$0.00";
 - (b) "\$32.23" from subsection 3.9(a) and replaces it with "\$0.00";
 - (c) "\$32.23" from subsection 3.9(b) and replaces it with "\$0.00";
 - (d) "\$1.08" from subsection 3.9(c) and replaces it with "\$0.00";
 - (e) "\$34.98" from subsection 3.9(d) and replaces it with "\$0.00";
 - (f) "\$5.49" from subsection 3.9(e) and replaces it with "\$0.00";
 - (g) "\$10.00" from subsection 3.9(f) and replaces it with "\$0.00"; and
 - (h) "\$10.00" from subsection 3.9(g) and replaces it with "\$0.00".

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

4. This By-law is to come into force and take effect on March 12, 2014.

ENACTED by Council this day of , 2013

Mayor


City Clerk

EXPLANATION

**Vancouver Development Cost Levy By-law
Amending By-law
Re: Oakridge/Langara projects and levies**

On February 27, 2013, Council resolved to amend the Vancouver Development Cost Levy By-law, to remove the reference to Oakridge/Langara from Schedule A, and to amend capital cost estimates, effective on the first anniversary of the enactment of this By-law. This By-law implements that resolution.

Director of Legal Services
March 12, 2013

 BY-LAW NO. _____

**A By-law to amend
Vancouver Development Cost Levy By-law No. 9755
regarding Oakridge/Langara**

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

1. In the table in section 2.3, under the Heading "Estimated Cost" Council strikes:
 - (a) "\$115,000,000" and replaces it with "\$115,350,000";
 - (b) "\$556,500,000" and replaces it with "\$560,400,000"; and
 - (c) "\$494,170,000" and replaces it with "\$496,070,000".

2. In Schedule A - Part 1, Council strikes:
 - (a) "Oakridge/Langara Neighborhood Development Cost Levy Area" from Column 1; and
 - (b) "By-law No. 7630" from Column 2.

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

4. This By-law is to come into force and take effect on March 12, 2014.

ENACTED by Council this _____ day of _____, 2013

Mayor

City Clerk