

EXPLANATION**2012 Costs for the
East Hastings Street Collective Parking Project**

Under section 506A of the *Vancouver Charter*, where Council has completed construction of a collective parking project undertaken as a local improvement, Council may pass a by-law annually to provide for the costs of maintaining the project, including real property taxes and local improvement charges which may be levied, but for the exemption allowed on City-owned lands. The attached By-law is to charge the benefiting owners with the 2012 maintenance costs and taxes with respect to the East Hastings Street Collective Parking Project.

Director of Legal Services
April 9, 2013

epk BY-LAW NO. _____

**A By-law to assess real property to defray 2012 costs
for the East Hastings Street Collective Parking Project**

PREAMBLE

Council undertook and constructed a collective parking project (the "East Hastings Street Project") as a local improvement under By-law No. 4100, and specially-assessed, for the construction cost, the real property described in Schedule A to this By-law.

Under section 506A of the *Vancouver Charter*, Council may pass a by-law annually to defray certain costs and charges associated with a collective parking project, by specially assessing the real property benefited by, and specially assessed for the construction of the collective parking project.

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

1. Council hereby imposes a special assessment upon the parcels of real property benefited by, and specially assessed for the costs of the East Hastings Street Project, and described in Schedule A to defray the costs of \$181,723.89 incurred by the City in connection with the project, calculated as set out in Schedule B, which apply to the period from January 1, 2012 to December 31, 2012; and hereby levies against each such parcel of real property as a special rate over and above all other rates and taxes, the individual amount, being a portion of such costs set out in Schedule A, opposite the description of each parcel.
2. Schedules A and B referred to herein, and attached to this By-law, form part of this By-law.
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

East Hastings Collective Parking

Schedule "A"

2012 Total Amount to be collected

\$ 181,723.89

Co-Ordinate & Legal Description	Assessed Footage	Exempt Footage	2012 Charge
<u>North Side</u>			
020-590-270-05 Lots 21 Amd & 22, Blk 54, THSL, Pln 1718	67.00		5,814.65
020-590-270-21 Lot 20 Amd, Blk 54, THSL, Pln 1718	33.00		2,863.93
020-590-270-33 Lot 19 Amd, Blk 54, THSL, Pln 1718	33.00		2,863.93
020-590-270-45 Lot 23, Blk 54, THSL, Pln 1718	26.90		2,334.54
020-590-270-51 Lot 24, Blk 54, THSL, Pln 1718	26.90		2,334.54
020-590-270-63 Lot 18, Blk 54, THSL, Pln 1718	33.00		2,863.93
020-590-270-69 Lot 17, Blk 54, THSL, Pln 1718	33.00		2,863.93
020-590-270-75 Lot 16, Blk 54, THSL, Pln 1718	33.00		2,863.93
020-590-270-83 Lot 15 Amd, Blk 54, THSL, Pln 1718 EX Pln16952	48.30		4,191.76
020-590-270-95 Lot 13 Amd, Blk 54, THSL, Pln 1718 EX Pln16952	38.50		3,341.25
020-271-588-74 Lot A of 31 & 32 Blk 53, THSL, Pln 6748	33.00	27.00	2,863.93
020-590-271-05 Lot B of 31 & 32 Blk 53, THSL, Pln 6748	33.00	27.00	2,863.93
020-590-271-23 Lots 29 & 30, Blk 53, THSL, Pln 1019	66.00		5,727.86

Co-Ordinate & Legal Description	Assessed Footage	Exempt Footage	2012 Charge
<u>North Side cont'd.</u>			
020-590-271-31 Lots 27 & 28, Blk 53, THSL, Pln 1019	66.00		5,727.86
020-590-271-63 Lot 1, Blk 53, THSL, Pln EPP20224	330.00		28,639.32
020-590-274-05 Lots 31 to 32, Blk 52, THSL, Pln 410	66.00		5,727.86
020-590-274-17 Lot 30, Blk 52, THSL, Pln 410	33.00		2,863.93
020-590-274-23 Lot 29, Blk 52, THSL, Pln 410	33.00		2,863.93
020-590-274-29 Lot 28, Blk 52, THSL, Pln 410	33.00		2,863.93
020-590-274-35 Lot 27, Blk 52, THSL, Pln 410	33.00		2,863.93
020-590-274-41 Lot 26 Amd, Blk 52, THSL, Pln 410	32.89		2,854.39
020-590-274-47 Lot 25 Amd, Blk 52, THSL, Pln 410	33.11		2,873.48
020-590-274-53 Lot 24, Blk 52, THSL, Pln 410	33.00		2,863.93
020-590-274-59 Lot 23, Blk 52, THSL, Pln 410	33.00		2,863.94
020-590-274-65 Lot 22, Blk 52, THSL, Pln 410	33.00		2,863.94
020-590-274-71 Lot 21, Blk 52, THSL, Pln 410	33.00		2,863.94
020-590-274-79 Lot 20, Blk 52, THSL, Pln 410	33.00		2,863.94
020-590-274-95 Lot A, Blk 52, THSL, Pln 410	99.00		8,591.81

Co-Ordinate & Legal Description	Assessed Footage	Exempt Footage	2012 Charge
--	-----------------------------	---------------------------	------------------------

North Side cont'd.

Total for North Side	1,428.60	54.00	\$123,982.24
-----------------------------	-----------------	--------------	---------------------

North Side Rate per foot: **\$86.785831**

Co-Ordinate & Legal Description	Assessed Footage	Exempt Footage	2012 Charge
--	-----------------------------	---------------------------	------------------------

South Side

020-590-270-06 Lots 1 and 2, Blk 55, THSL, Plan 2684	65.40		2,837.90
020-590-270-18 Lots 3 and 4, Blk 55, THSL, Plan 2684	60.00		2,603.57
020-590-270-24 Lot 5, Blk 55, THSL, Plan 2684	30.00		1,301.79
020-590-270-36 Lot 6, Blk 55, THSL, Plan 2684	30.00		1,301.79
020-590-270-48 Lot 26, Blk 55, THSL, Plan 2500	25.00		1,084.82
020-590-270-54 Lot 25, Blk 55, THSL, Plan 2500	25.00		1,084.82
020-590-270-60 Lot 24, Blk 55, THSL, Plan 2500 Ex Plan 4298	25.00		1,084.82
020-590-270-66 Lot 23, Blk 55, THSL, Plan 2500 Ex Plan 4298	25.00		1,084.82
020-590-270-80 Lot A, Blk 55, THSL, Ex PI 9712	50.00		2,169.65
020-590-270-96 Lot 20, Blk 55, THSL, Plan 2500	35.30		1,531.77

020-590-271-04 **Strata LMS183 - see attached	132.01		5,728.30
--	---------------	--	-----------------

Co-Ordinate & Legal Description	Assessed Footage	Exempt Footage	2012 Charge
------------------------------------	---------------------	-------------------	----------------

South Side cont'd..

020-590-271-46 ***Strata LMS1880 - see attached	264.00		11,455.73
020-590-271-78 Lot 13, Blk 56, THSL, Plan 2422	33.00		1,431.97
020-590-271-96 Lots 14 to 16, Blk 56, THSL, Plan 2422	99.00		4,295.90
020-590-274-06 Lot 1, Blk 57, THSL, Plan 309A	48.00		2,082.86
020-590-274-18 Lot 2, Blk 57, THSL, Plan 309A	48.00		2,082.86
020-590-274-26 ***Strata BCS 3366 - see attached	144.00		6,248.58
020-590-274-42 ***Strata LMS 775 - see attached	95.96		4,163.98
020-590-274-68 *Hastings Library exempt		96.00	0.00
020-590-274-96 Lot A, Blk 57, THSL, Plan 309A	96.00		4,165.72
Total for South Side	1,330.67	96.00	\$57,741.65

South Side Rate per foot: \$43.392916

	Rate per Foot	Assessed Footage	Total
Total for North Side	\$86.785831	1,428.60	\$123,982.24
Total for South Side	\$43.392916	1,330.67	\$57,741.65
Total Amount to be Collected:			\$181,723.89

Strata Title Shares

	<u>Shares</u>	<u>Charge</u>
*Strata LMS183 – Total Shares:	10,000	\$5,728.30
020-590-271-04-0001	1,708	978.39
020-590-271-04-0002	8,292	4,749.91
	<u>10,000</u>	<u>\$5,728.30</u>
*Strata LMS775 – Total Shares:	7,087	\$4,163.98
020-590-274-42-0001	1,127	662.17
020-590-274-42-0002	1,127	662.17
020-590-274-42-0003	1,211	711.53
020-590-274-42-0004	1,211	711.53
020-590-274-42-0005	1,211	711.53
020-590-274-42-0006	1,200	705.05
	<u>7,087</u>	<u>\$4,163.98</u>
Strata LMS 1880 -Mixed Use- Commercial units only charged - total shares:	19,405	\$11,455.73
020-590-271-46-0002	878	518.33
020-590-271-46-0003	879	518.92
020-590-271-46-0004	908	536.04
020-590-271-46-0005	880	519.51
020-590-271-46-0006	834	492.35
020-590-271-46-0007	838	494.71
020-590-271-46-0008	936	552.57
020-590-271-46-0014	1,042	615.14
020-590-271-46-0015	1,083	639.35
020-590-271-46-0016	1,083	639.35
020-590-271-46-0017	1,562	922.13
020-590-271-46-0018	945	557.88
020-590-271-46-0019	995	587.40
020-590-271-46-0020	1,000	590.35
020-590-271-46-0021	995	587.40
020-590-271-46-0022	1,028	606.88
020-590-271-46-0023	1,001	590.94
020-590-271-46-0024	845	498.84
020-590-271-46-0025	789	465.78
020-590-271-46-0026	884	521.86
	<u>19,405</u>	<u>\$11,455.73</u>

Strata Title Shares

	<u>Shares</u>	<u>Charge</u>
Strata BCS 3366 -Mixed Use-		
Commercial units only charged - total shares:	721	\$6,248.58
020-590-274-26-0001	90	779.99
020-590-274-26-0002	92	797.32
020-590-274-26-0003	99	857.99
020-590-274-26-0004	76	658.66
020-590-274-26-0005	90	779.99
020-590-274-26-0006	108	935.99
020-590-274-26-0007	79	684.66
020-590-274-26-0008	87	753.98
	<u>721</u>	<u>\$6,248.58</u>

East Hastings Collective Parking

Schedule "B"

January 1, 2012 to December 31, 2012

Costs of East Hastings Parking Project:

<u>Account</u>	<u>20001815</u>	
Supplying Electrical Energy		\$ 1,558.22
Liability Insurance		326.00
General & School Taxes		150,790.83
Maintenance & Repairs		28,802.74
Traffic & Electrical Maintenance of Lights		0.00
Landscape Maintenance		246.10
Snow & Ice Removal		0.00
Total costs		<u><u>\$181,723.89</u></u>

EXPLANATION**2012 Costs for the South Fraser Street
Collective Parking Project**

Under section 506A of the *Vancouver Charter*, where Council has completed construction of a collective parking project undertaken as a local improvement, Council may pass a by-law annually to provide for the costs of maintaining the project, including real property taxes and local improvement charges which may be levied, but for the exemption allowed on City-owned lands. The attached By-law is to charge the benefiting owners with the 2012 maintenance costs and taxes with respect to the South Fraser Street Collective Parking Project.

Director of Legal Services
April 9, 2013

BY-LAW NO. _____

**A By-law to assess real property to defray 2012 costs
for the South Fraser Street Collective Parking Project**

PREAMBLE

Council undertook and constructed a collective parking project (the "South Fraser Street Project") as a local improvement under By-law No. 3808, and specially assessed, for the construction cost, the real property described in Schedule A to this By-law.

Under section 506A of the *Vancouver Charter*, Council may pass a by-law annually to defray certain costs and charges associated with a collective parking project, by specially assessing the real property benefited by and specially assessed for the construction of the collective parking project.

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

1. Council hereby imposes a special assessment upon the parcels of real property benefited by, and specially assessed for the costs of, the South Fraser Street Project, and described in Schedule A, to defray the costs of \$283,082.14 incurred by the City in connection with the project, calculated as set out in Schedule B, which apply to the period from January 1, 2012 to December 31, 2012, and hereby levies against each such parcel of real property, as a special rate over and above all other rates and taxes, the individual amount being a portion of such costs set out in Schedule A, opposite the description of each parcel.
2. Schedules A and B attached to this By-law form part of this By-law.
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

South Fraser Collective Parking

Schedule "A"

Co-Ordinate and Legal Description	Assessed Footage	Exempt Footage	2012 Charge
Total Amount to be collected			<u>\$283,082.14</u>
<u>West Side</u>			
016-210-755-07 Lots 19 & 20, Blk 2, DL 645, Pln 2317	57.20		6,858.99
016-210-755-29 Lot 21, Blk 2, DL 645, Pln 2317	25.00		2,997.81
016-210-755-37 Lot 22, Blk 2, DL 645, Pln 2317	25.00		2,997.81
016-210-755-45 Lot 23, Blk 2, DL 645, Pln 2317	25.00		2,997.81
016-210-755-63 Lot A, Blk 2, DL 645, Pln 15444	50.05		6,001.62
016-210-755-73 Lot 26, Blk 2, DL 645, Pln 2317	25.00		2,997.81
016-210-755-97 Lot B, Blk 2, DL 645, Pln LMP 15552	57.04		6,839.81
016-210-757-07 Lots 19 & 20, Blk 3, DL 645, Pln 2317	57.00		6,835.01
016-210-757-27 Lot 21, Blk 3, DL 645, Pln 2317	25.00		2,997.81
016-210-757-49 Lot A, Blk 3, DL 645, Pln 2317	75.00		8,993.43
016-210-757-95 Lots 25 & 26 & N. 15 ft. of 27 & 28 Amd, Blk 3, DL 645, Pln 2317	107.00		12,830.63
016-210-758-05 Lot 1, Blk 1, DL 646, Pln 1427	33.00		3,957.11
016-210-758-15 Lot 2, Blk 1, DL 646, Pln 1427	33.00		3,957.11

West Side cont'd

016-210-758-31 Lot 3, Blk 1, DL 646, Pln 1427	33.00	3,957.11
016-210-758-45 Lot 4, Blk 1, DL 646, Pln 1427	33.00	3,957.11
016-210-758-67 Lot 5, Blk 1, DL 646, Pln 1427	33.00	3,957.11
016-210-758-71 Lot 6, Blk 1, DL 646, Pln 1427	33.00	3,957.11
016-210-758-91 Lots 7 & 8, Blk 1, DL 646, Pln 1427	66.00	7,914.22
016-210-761-03 Parcel C, Blk 2, DL 646, Pln BCP7391	66.06	7,921.42
016-210-761-31 Lot 3, Blk 2, DL 646, Pln 1427	33.00	3,957.11
016-210-761-43 Lot 4, Blk 2, DL 646, Pln 1427	33.00	3,957.11
016-210-761-63 Lots 5 & 6, Blk 2, DL 646, Pln 1427	66.00	7,914.22
016-210-761-81 Lot 7, Blk 2, DL 646, Pln 1427	33.00	3,957.11
016-210-761-95 Lot 8, Blk 2, DL 646, Pln 1427	33.00	3,957.11
016-210-765-05 Lot A, Blks 1 to 3 & 22 to 24, DL 649, Pln 1286	92.92	11,142.27
016-210-765-47 Lot 4, Blks 1 to 3 & 22 to 24, DL 649, Pln 1286	30.98	3,714.89
016-210-765-69 Lot B, Blks 1 to 3 & 22 to 24, DL 649, Pln 17897	61.96	7,429.78
016-210-765-87 Lot 7, Blks 1 to 3 & 22 to 24, DL 649, Pln 1286	30.98	3,714.89
016-210-765-95 Lot 8, Blks 1 to 3 & 22 to 24, DL 649, Pln 1286	30.96	3,712.49

West Side cont'd

016-210-769-05 Lot 9, Blks 4 to 6, DL 649, Pln 2236	32.00	3,837.20
016-210-769-19 Lot 10, Blks 4 to 6, DL 649, Pln 2236	31.40	3,765.25
016-210-769-33 Lot L, DL 649, Plan BCS46445	62.78	7,528.10
016-210-769-47 Lot 13, Blks 4 to 6, DL 649, Pln 2236	31.40	3,765.25
016-210-769-57 Lot 14, Blks 4 to 6, DL 649, Pln 2236	31.40	3,765.25
016-210-769-75 Lot 15, Blks 4 to 6, DL 649, Pln 2236	31.40	3,765.25
016-210-769-79 Lot 16, Blks 4 to 6, DL 649, Pln 2236	31.40	3,765.26
016-210-769-97 Lot J, Blks 4 to 6, DL 649, Pln LMP2787	62.77	7,526.92

Total for West Side

<u>1,618.70</u>	<u>194,102.30</u>
-----------------	-------------------

Rate per foot:

<u><u>119.912460</u></u>

Co-Ordinate and Legal Description

Assessed	Exempt	2012
Footage	Footage	Charge

East Side

016-210-755-06 Lots 16 to 18, Blk 1, DL 664, N 3/4 Pln 2148	99.00		5,935.67
016-210-755-36 Lot 15, Blk 1, DL 664, N 3/4 Pln 2148	33.00		1,978.56
016-210-755-76 Lots 13 to 14, Blk 1, DL 664, N 3/4 Pln 7760	63.99		3,836.60
016-210-757-26 Lot 3, Blks 2 and 3, DL 664 NE 1/4 Pln 14021		VSB School ex. 265.95	0.00

East Side cont'd...

016-210-757-76 Lot A , DL 664, N 1/2 of S. 1/4 Pln 7414	*CoV Fraser Library 82.46	0.00
016-210-757-96 Lot B , DL 664, S. Pt, Pln 17850	65.98	3,955.91
016-210-758-06 Lot 18 , Blk 1, DL 663, Pln 1390	33.00	1,978.56
016-210-758-16 Lot 17 , Blk 1, DL 663, Pln 1390	33.00	1,978.56
016-210-758-24 Lot 16 , Blk 1, DL 663, Pln 1390	33.00	1,978.56
016-210-758-36 Lot 15 , Blk 1, DL 663, Pln 1390	33.00	1,978.56
016-210-758-50 Lot 14 , Blk 1, DL 663, Pln 1390	33.00	1,978.56
016-210-758-64 Strata Plan BCS1388 – see attached	82.50	4,946.39
016-210-758-86 Lots 10 & S ½ of 11, Blk 1, DL 663, Pln 1390	49.50	2,967.83
016-210-761-18 Lot B, Blk 1, DL 663, Pln 21036	99.00	5,935.67
016-210-761-36 Lot 6 , Blk 1, DL 663, Pln 1390	33.00	1,978.56
016-210-761-64 Lot A , Blk 1, DL 663, Pln 1390	66.00	3,957.11
016-210-761-74 Lot 3 , Blk 1, DL 663, Pln 1390	33.00	1,978.56
016-210-761-98 Lot C , Blk 1, DL 663, Pln VAP23174	66.83	4,006.87
016-210-765-06 Lots 1 to 3, Blk 1, DL 662, Pln 1900	99.33	5,955.45
016-210-765-42 Lot 4 , Blk 1, DL 662, Pln 1900	33.00	1,978.56

East Side cont'd...

016-210-765-52 Lot 5 , Blk 1, DL 662, Pln 1900	33.00	1,978.56
016-210-765-68 Lot 6 , Blk 1, DL 662, Pln 1900	33.00	1,978.56
016-210-765-74 Lot 7 , Blk 1, DL 662, Pln 1900	33.00	1,978.56
016-210-765-86 Lots B & 10 Amd , Blk 1, DL 662, Pln 1900	99.17	5,945.85
016-210-769-18 Lot 11 Amd , Blk 1, DL 662, Pln 1900	33.01	1,979.15
016-210-769-26 Lot 12 Amd, Blk 1, DL 662, Pln 1900	35.29	2,115.85
016-210-769-42 Lots 13 Amd & 14 Amd, Blk 1, DL 662, Pln 1900	63.97	3,835.39
016-210-769-64 Lots 15 Amd to 17 , Blk 1, DL 662, Pln 1900	98.51	5,906.28
016-210-769-94 Lots 18 & 19 , Blk 1, DL 662, Pln 1900	66.00	3,957.10

Total for East Side

<u>1,484.08</u>	<u>348.41</u>	<u>88,979.84</u>
-----------------	---------------	------------------

Rate per foot:

<u>59.956230</u>

	Rate per foot	Assessed Footage	Total Cost
Total for West Side	<u>119.912460</u>	<u>1,618.70</u>	194,102.30
Total for East Side	<u>59.956230</u>	<u>1,484.08</u>	<u>88,979.84</u>

Total Amount to be Collected:

<u>283,082.14</u>

Strata Title Shares

Strata Plan BCS1388 – Total	Shares:	1,861	Amount:	\$4,946.39
016-210-758-64-0001		73		194.03
016-210-758-64-0002		68		180.74
016-210-758-64-0003		68		180.74
016-210-758-64-0004		79		209.98
016-210-758-64-0005		80		212.63
016-210-758-64-0006		66		175.42
016-210-758-64-0007		66		175.42
016-210-758-64-0008		71		188.71
016-210-758-64-0009		73		194.03
016-210-758-64-0010		69		183.40
016-210-758-64-0011		68		180.74
016-210-758-64-0012		79		209.98
016-210-758-64-0013		75		199.34
016-210-758-64-0014		60		159.48
016-210-758-64-0015		61		162.13
016-210-758-64-0016		63		167.45
016-210-758-64-0017		533		1,416.67
016-210-758-64-0018		101		268.45
016-210-758-64-0019		108		287.05
		<u>1,861</u>		<u>\$4,946.39</u>

South Fraser Collective Parking

Schedule "B"

January 1, 2012 to December 31, 2012

Costs of South Fraser Parking Project:

Account 20001814

Supplying Electrical Energy	\$ 1,111.91
Liability Insurance	520.00
General & School Taxes	222,055.87
Street Cleaning & Garbage Removal	10,755.15
Snow & Ice Removal	0.00
Landscape Maintenance	6,100.08
Maintenance & Repair	42,539.13
Cleaning out of Catch Basins	0.00
Street Lighting Maintenance	0.00
Parking Enforcement	0.00
2012 Total costs	<u><u>283,082.14</u></u>

EXPLANATION**2012 Maintenance Costs for
Trounce Alley and Blood Alley Square**

Under section 506B of the *Vancouver Charter*, where Council has completed construction of a local improvement, Council may pass a by-law annually to provide for the costs of maintaining the project, including real property taxes and local improvement charges which may be levied, but for the exemption allowed on City-owned lands. The attached By-law is to charge the benefiting owners with the 2012 maintenance costs with respect to the Trounce Alley and Blood Alley Square Local Improvement Project.

Director of Legal Services
April 9, 2013

Trounce Alley and Blood Alley Square Maintenance Project

SCHEDULE "A"

Total Amount to be collected: \$12,943.74

<u>Co-ordinate & Legal Description</u>	<u>Proportion of Costs</u>	<u>2012 Charge</u>
*026-580-172-60 *Strata Plan BCS 3229, Strata Lots 1-29 and 31-50 see attached	12.12%	1,568.78
026-580-172-80 PARCEL Y BLK 2 PLN BCP29043 DL OGT	15.04%	1,946.74
026-580-172-92 PARCEL Z BLK 2 PLN BCP29042 DL OGT	16.97%	2,196.55
026-589-172-45 LOT A OF 11 BLK 2 OGT REF PLAN 1457 PLAN 168	4.19%	542.34
*026-589-172-65 *CoV property assessable as per Real Estate Services LOT 11 EX PCL A & 12 & 13 & 14 EX E 26 FT BLK 2 DL OGT PLAN 168	36.10%	4,672.69
026-589-172-85 E 26 FT OF LOT 14 BLK 2 DL OGT PLAN 168	7.68%	994.08
*026-178-580-61 *Strata Plan LMS 738, Strata Lots 1 - 12 see attached	<u>7.90%</u>	<u>1,022.56</u>
	<u>100.00%</u>	<u>\$12,943.74</u>

Strata Plan LMS 738	<u>Total Shares</u>	<u>9,257</u>	<u>Charge</u>
026 178 580 61 0001	702		77.55
026 178 580 61 0002	614		67.82
026 178 580 61 0003	694		76.66
206 178 580 61 0004	903		99.75
026 178 580 61 0005	716		79.09
026 178 580 61 0006	744		82.18
026 178 580 61 0007	809		89.36
026 178 580 61 0008	903		99.75
026 178 580 61 0009	720		79.53
026 178 580 61 0010	740		81.74
026 178 580 61 0011	809		89.37
026 178 580 61 0012	<u>903</u>		99.76
	<u>9,257</u>		<u>1,022.56</u>

Strata Plan BCS 3229	<u>Total Shares</u>	<u>4,461</u>	<u>Charge</u>
026 580 172 60 0001	105		36.92
026 580 172 60 0002	106		37.28
026 580 172 60 0003	126		44.31
026 580 172 60 0004	42		14.77
026 580 172 60 0005	84		29.54
026 580 172 60 0006	68		23.91
026 580 172 60 0007	67		23.56
026 580 172 60 0008	65		22.86
026 580 172 60 0009	67		23.56
026 580 172 60 0010	85		29.89
026 580 172 60 0011	81		28.48
026 580 172 60 0012	58		20.40
026 580 172 60 0013	62		21.80
026 580 172 60 0014	62		21.80
026 580 172 60 0015	59		20.75
026 580 172 60 0016	81		28.48
026 580 172 60 0017	149		52.40
026 580 172 60 0018	121		42.55
026 580 172 60 0019	117		41.14
026 580 172 60 0020	115		40.44
026 580 172 60 0021	121		42.55
026 580 172 60 0022	150		52.75
026 580 172 60 0023	143		50.29

Strata Plan BCS 3229
(cont'd)

	<u>Total Shares</u>	<u>4,461</u>	<u>Charge</u>
026 580 172 60 0024	91		32.00
026 580 172 60 0025	108		37.98
026 580 172 60 0026	102		35.87
026 580 172 60 0027	87		30.59
026 580 172 60 0028	137		48.18
026 580 172 60 0029	129		45.36
026 580 172 60 0031	65		22.86
026 580 172 60 0032	66		23.21
026 580 172 60 0033	85		29.89
026 580 172 60 0034	80		28.13
026 580 172 60 0035	70		24.62
026 580 172 60 0036	111		39.03
026 580 172 60 0037	66		23.21
026 580 172 60 0038	80		28.13
026 580 172 60 0039	60		21.10
026 580 172 60 0040	68		23.91
026 580 172 60 0041	68		23.91
026 580 172 60 0042	62		21.80
026 580 172 60 0043	81		28.48
026 580 172 60 0044	70		24.63
026 580 172 60 0045	111		39.04
026 580 172 60 0046	66		23.22
026 580 172 60 0047	80		28.14
026 580 172 60 0048	144		50.65
026 580 172 60 0049	129		45.37
026 580 172 60 0050	<u>111</u>		<u>39.04</u>
	<u>4,461</u>		<u>1,568.78</u>

Proportion of Costs as per By-law #4638, August 1, 1972

Trounce Alley and Blood Alley Square Maintenance Project

Schedule "B"

Costs to Trounce Alley and Blood Alley Square

January 1, 2012 to December 31, 2012

Account 20001816

Supplying Electrical Energy	\$	369.81
Liability Insurance		150.00
Maintenance of Street Lights		421.85
Sweeping and Flushing Paved Surfaces or Snow Removal		12,002.08
Total costs and charges:	\$	<u>12,943.74</u>

EXPLANATION**A By-law to amend Zoning & Development By-law No. 3575
Re: Farmers' markets**

After the public hearing on March 12, 2013, Council resolved to amend Zoning & Development By-law No. 3575 in regards to farmers' markets. Enactment of this By-law will implement that resolution.

Director of Legal Services
April 9, 2013

Farmers' Market



BY-LAW NO. _____

**A By-law to amend
Zoning and Development By-law No. 3575
Regarding farmers' market**

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 2, in the definition of "Farmers' Market", before the words "ready-to-eat", Council adds "local".
3. In section 11.21:
 - (a) in section 11.21.2, Council strikes out "ten" and substitutes "11"; and
 - (b) in section 11.21.5, Council strikes out "20%" and substitutes "40%", and after the word "local", strikes out "prepared and".
4. To section 3.2.R in the C-1, C-2, C-2B, C-2C, C-2C1, C-3A, FC-1, FM-1, HA-1 and HA-1A, HA-2, HA-3, I-1, I-2, I-3, IC-1 and IC-2, IC-3, M-1, M-1A, M-1B, M-2, RA-1, RS-1A, RS-1B, RS-2, RS-3, RS-3A, RS-4, RS-6, RT-1, RT-2, RT-3, RT-6, RT-7, RT-8, RT-9, RT-10 and RT-10N, RM-1 and RM-1N, RM-2, RM-3, RM-3A, RM-4 and RM-4N, and RM-6 District Schedules, after "Farmers' Market", Council adds ", subject to the provisions of Section 11.21 of this By-law".
5. To section 3.2.1.R in the C-5 and C-6, C-7 and C-8, MC-1 and MC-2, RM-5, RM-5A, RM-5B and RM-5C, RS-1, RS-5, RS-7, RT-4, RT-4A, RT-4N and RT-4AN, and RT-5, RT-5A, RT-5N and RT-5AN District Schedules, after "Farmers' Market", Council adds ", subject to the provisions of Section 11.21 of this By-law".
6. A decision by a court that any part of this By-law is illegal, void, or unenforceable is not to affect the balance of the By-law.
7. 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 Zoning & Development By-law No. 3575
Re: Arts & Culture indoor events**

After the public hearing on March 12, 2013, Council resolved to amend Zoning & Development By-law No. 3575 in regards to Arts & Culture indoor events. Enactment of this By-law will implement that resolution.

Director of Legal Services
April 9, 2013

Arts and Culture Indoor Event



BY-LAW NO. _____

**A By-law to amend
Zoning and Development By-law No. 3575
regarding arts and culture indoor events**

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 2, under “Cultural and Recreational Uses”, in alphabetical order, Council adds:

“ **Arts and Culture Indoor Event**, which means an event of an artistic or cultural nature, including but not limited to visual, performing, media, literary, craft or interdisciplinary arts, for a maximum of 250 persons, which occurs not more than two days per month in a building.”
3. In section 5, after section 5.19, Council adds:

“5.20 An arts and culture indoor event.”
4. In section 10, Council adds the following in chronological order:

“10.37 **Arts and Culture Indoor Event**

10.37.1 An arts and culture indoor event is not a permitted use in a dwelling unit.”
5. In section 2.2.C of the C-2 District Schedule, in the appropriate alphabetical order, Council adds:

“
 - Arts and Culture Indoor Event.”
6. In section 2.2 of the C-2B District Schedule, in the appropriate numerical and alphabetical order, Council adds:

“2.2.C [Cultural and Recreational]
 - Arts and Culture Indoor Event. ”

7. In section 2.2 of the C-2C District Schedule, in the appropriate numerical and alphabetical order, Council adds:

- “2.2.C [Cultural and Recreational]
- Arts and Culture Indoor Event. ”

8. In section 2.2 of the C-2C1 District Schedule, in the appropriate numerical and alphabetical order, Council adds:

- “2.2.C [Cultural and Recreational]
- Arts and Culture Indoor Event. ”

9. In section 2.2.C of the C-3A District Schedule, in the appropriate alphabetical order, Council adds:

- “
- Arts and Culture Indoor Event. ”

10. In section 2.2.1.C of the C-5 and C-6 Districts Schedule, in the appropriate alphabetical order, Council adds:

- “
- Arts and Culture Indoor Event. ”

11. In section 2.2.1.C of the C-7 and C-8 Districts Schedule, in the appropriate alphabetical order, Council adds:

- “
- Arts and Culture Indoor Event. ”

12. In section 2.2.C of the FC-1 District Schedule, in the appropriate alphabetical order, Council adds:

- “
- Arts and Culture Indoor Event. ”

13. In section 2.2 of the M-1 District Schedule, in the appropriate numerical and alphabetical order, Council adds:

- “2.2.C [Cultural and Recreational]
- Arts and Culture Indoor Event. ”

14. In section 2.2.1C of the MC-1 and MC-2 Districts Schedule, in the appropriate alphabetical order, Council adds:

- “
- Arts and Culture Indoor Event. ”

15. In section 3.2.C of the M-1A District Schedule, in the appropriate alphabetical order, Council adds:

- “
- Arts and Culture Indoor Event. ”

16. In section 2.2 of the M-1B District Schedule, in the appropriate numerical and alphabetical order, Council adds:

- “2.2.C [Cultural and Recreational]
- Arts and Culture Indoor Event. ”

17. In section 2.2 of the M-2 District Schedule, in the appropriate numerical and alphabetical order, Council adds:

- “2.2.C [Cultural and Recreational]
- Arts and Culture Indoor Event. ”

18. In section 2.2 of the IC-1 and IC-2 Districts Schedule, in the appropriate numerical and alphabetical order, Council adds:

- “2.2.C [Cultural and Recreational]
- Arts and Culture Indoor Event. ”

19. In section 2.2.C of the IC-3 District Schedule, in the appropriate alphabetical order, Council adds:

- “
- Arts and Culture Indoor Event. ”

20. In section 2.2.C of the I-1 District Schedule, in the appropriate alphabetical order, Council adds:

- “
- Arts and Culture Indoor Event. ”

21. In section 2.2 of the I-2 District Schedule, in the appropriate numerical and alphabetical order, Council adds:

- “2.2.C [Cultural and Recreational]
- Arts and Culture Indoor Event. ”

22. In section 2.2 of the I-3 District Schedule, in the appropriate numerical and alphabetical order, Council adds:

- “2.2.C [Cultural and Recreational]
- Arts and Culture Indoor Event. ”

23. In section 2.2.1.C of the HA-1 and HA-1A Districts Schedule, in the appropriate alphabetical order, Council adds:

- “
- Arts and Culture Indoor Event. ”

24. In section 2.2 of the HA-2 District Schedule, in the appropriate numerical and alphabetical order, Council adds:

- “2.2.C [Cultural and Recreational]
- Arts and Culture Indoor Event. ”

25. In section 2.2.C of the HA-3 District Schedule, in the appropriate alphabetical order, Council adds:

- “
- Arts and Culture Indoor Event. ”

26. In section 2.1 of the B.C. Place/Expo District (BCPED) Schedule, after “(g) parks and open spaces;”, Council adds “(h) arts and culture indoor event;”.

27. In section 2 of the False Creek Comprehensive Development District (FCCDD) Schedule, after “(g) parks and open spaces;”, Council adds “(h) arts and culture indoor event;”.

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

29. 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**Building By-law amending By-law
Re: Arts and culture indoor events**

The attached By-law will implement Council's resolution of March 12, 2013, to amend the Building By-law to provide for arts and culture indoor events in existing buildings.

Director of Legal Services
April 9, 2013

BY-LAW NO. _____

**A By-law to amend Building By-law No. 9419
regarding *arts and culture indoor events***

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

1. This By-law amends the indicated provisions of the Building By-law.

2. In Part 1 of Division A, in Article 1.4.1.2:

a) Council adds in alphabetical order:

“ Arts and culture indoor event means an event of an artistic or cultural nature, including but not limited to visual, performing, media, literary, craft or interdisciplinary arts, for a maximum of 250 persons, with or without liquor service, which occurs not more than two days per month in a building or portion of a building not approved for assembly occupancy.” and

“Supervisory staff means one or more occupants of a building who have some responsibility for the well-being and safety of other occupants of the building, and have been so designated under a fire safety plan.”

3. In Part 10 of Division B, after Article 10.1.1.9., Council adds:

“10.1.1.10. Temporary Change of Occupancy

1) Except for *buildings* containing *high hazard industrial occupancy*, the *occupancy* of an *existing building* containing retail, *artist studio*, production or rehearsal studio, wholesale, warehouse, or factory use may be temporarily changed to *assembly occupancy* for an *arts and culture indoor event* provided:

a) the maximum *occupant load* is not more than 250 persons, or not more than 60 persons in an *artist studio*,

b) the *arts and culture indoor event* is located in the *first storey* or the *storey* below it and there is at least one *exit* which is *accessible* from *floor area* and leading to ground level as described in Clauses 3.8.3.19(1)(d) or (e),

c) emergency lighting is provided in washrooms and in locations leading from the *arts and culture indoor event* to the *street* as described in Sentence 3.2.7.3.(1),

d) portable fire extinguishers are installed in accordance with the Fire By-law, with at least one extinguisher at the main entrance and

at each egress door leading from the *arts and culture indoor event* floor area,

e) an approved fire emergency procedures and security plan with approved maximum *occupant load* is posted beside each portable extinguisher at the main entrance and at each egress door leading from the *arts and culture indoor event*,

f) the *building* is equipped with a fire alarm system, or *supervisory staff* are designated to monitor egress and *exit* doors and to carry out an emergency evacuation in accordance with approved fire emergency procedure, and

g) the *storey* below the *first storey* used for an *arts and culture indoor event* shall have a *sprinkler system*.

2) The floor of a *building* used for an *arts and culture indoor event* shall be:

a) constructed of concrete supported by solid ground without suspended slab, or

b) certified by a *registered professional*, after structural review, to be safe for *assembly occupancy* and designed to a minimum specified uniformly distributed live load of 4.8 kPa.

3) Cooking which generates grease-laden vapour is not permitted at an *arts and culture indoor event*, unless it is done using commercial cooking and ventilation equipment, which has been installed under *permit* and conforms with Article 6.2.2.6.

4) An approved maximum *occupant load* from the Vancouver Fire and Rescue Services, and a Vancouver Police Department security assessment shall be obtained for all *arts and culture indoor events* in accordance with Table 10.1.1.10.

5) The number of *exits*, designated *supervisory staff*, and *exit* signs shall be provided for all *arts and culture indoor events* in accordance with Table 10.1.1.10.

Table 10.1.1.10
Requirements for Arts and Culture Indoor Events
Forming part of Sentences 10.1.1.10 (4) and (5)

Arts and culture indoor event	Occupant load Approval⁽¹⁾	Minimum number of exits	Total minimum Supervisory staff at egress/exit door⁽²⁾	Exit signage	VPD security assessment⁽⁵⁾
Not more than 60 people - private SOL ⁽³⁾ or dry event ⁽⁴⁾	Yes	1	1	No	No
Not more than 60 people - public SOL ⁽³⁾	Yes	1	1	No	Yes
61-250 people - private SOL ⁽³⁾ , dry event ⁽⁴⁾ or public SOL ⁽³⁾	Yes	2	2	Yes	Yes

Notes to Table 10.1.1.10

- (1) Vancouver Fire and Rescue Services will assess and approve the maximum temporary *Occupant load* for arts and culture indoor events.
- (2) Designated *supervisory staff* are required to monitor the egress/*exit* door. One *supervisory staff* must be provided at each required *exit* door at all times.
- (3) "SOL" means Special Occasion License issued by British Columbia Liquor Control and Licensing Branch.
- (4) "dry event" means no service of liquor at the event.
- (5) Vancouver Police Department (VPD) security assessment."

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: Arts and culture indoor events**

The attached By-law will implement Council's resolution of March 12, 2013, to amend the Fire By-law to provide for arts and culture indoor events in existing buildings.

Director of Legal Services
April 9, 2013

eph

BY-LAW NO. _____

**A By-law to amend Fire By-law No. 8191
regarding arts and culture indoor events**

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 Article 1.2.1.2, Council:
 - a) adds the following definition in the appropriate alphabetical order:

*“Arts and culture indoor event means an event of an artistic or cultural nature, including but not limited to visual, performing, media, literary, craft or interdisciplinary arts, for a maximum of 250 persons, with or without liquor service, which occurs not more than two days per month in a **building** or portion of a **building** not approved for **assembly occupancy**.”*
3. Council strikes out Sentence 2.7.1.3.(1), and substitutes:
 - “1) Every *building* with an *assembly occupancy* of more than 60 people must have an *occupant load permit*, except that:
 - (a) the temporary use of a *building* with an existing *occupant load permit*, for an *arts and culture indoor event*, shall not require a *occupant load permit* provided that the maximum temporary *occupant load* for the *arts and culture indoor event* has been calculated pursuant to the provisions of this By-law.”
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**License By-law amending By-law
Re: Arts and culture indoor events**

The attached By-law will implement Council's resolution of March 12, 2013 to create a regulatory scheme for arts and culture indoor events.

Director of Legal Services
April 9, 2013



BY-LAW NO. _____

**A By-law to amend License By-law No. 4450
regarding arts and culture indoor events**

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

1. This By-law amends the indicated provisions and schedules of the License By-law.
2. In section 2, Council adds, in alphabetical order:

“ “Arts and culture indoor event” means an event of an artistic or cultural nature, including but not limited to visual, performing, media, literary, craft or interdisciplinary arts, for a maximum of 250 persons, with or without liquor service, which occurs not more than two days per month in a building not approved for assembly occupancy.”

3. After section 10.3, Council adds:

“ARTS AND CULTURE INDOOR EVENT

- 10.3.1A(1) A person must not promote, advertise, sell tickets for, or hold an arts and culture indoor event for more than 30 people, without first obtaining an arts and culture indoor event license from the Inspector.
 - (2) A person applying for an arts and culture indoor event license must make the application on the form provided by the Inspector and must submit it to the Inspector in accordance with the schedule outlined on the form.
 - (3) The Inspector may, subject to subsections (4) and (5), issue an arts and culture indoor event license for a single event or for a series of events, which license shall not be transferable and shall be valid only for the dates, times, and location specified in the license.
 - (4) The Inspector must not issue an arts and culture indoor event license to a person unless the person applying for the license:
 - (a) is the holder of any business licenses required by this By-law;
 - (b) submits a plan, approved by the Chief Constable, describing procedures to be put in place to ensure the safety and security of all persons attending or participating in the event; and

- (c) submits a plan, approved by the Fire Chief, describing procedures for evaluating potential emergencies, contacting emergency service providers, and conducting an evacuation of the premises.
- (5) Despite subsection (4), the Inspector may impose additional license conditions with respect to public safety, hours of operation, maximum occupant load, noise and neighbourhood impacts, if, in the opinion of the Inspector such additional conditions are necessary, having regard to the size, location and nature of the proposed arts and culture indoor event.
- (6) The Inspector must not issue an arts and culture indoor event license if, in the opinion of the Inspector, the event would unreasonably affect a local neighbourhood due to:
 - (a) proximity to residential areas;
 - (b) potential noise impacts;
 - (c) inadequate access to public transport; or
 - (d) other community impacts of a similar nature.
- (7) Notwithstanding the provisions of this By-law, the Inspector may refuse to issue or may suspend an arts and culture indoor event license if:
 - (a) in the opinion of the Chief Constable, the Fire Chief, or the Inspector, the holding of the event could endanger public safety;
 - (b) the applicant has failed to comply with the conditions of the licence; or
 - (c) the applicant has failed to comply with a plan submitted under subsection (4) of this section.
- (8) Every person applying for an arts and culture indoor event license must pay the prescribed fee set out in Schedule A at the time of the application for the license.
- (9) All sound amplification equipment and musical instruments used during an arts and culture indoor event must be wholly contained within the building or structure described in the license.
- (10) The person organizing, promoting, or holding an arts and culture indoor event must not permit the number of persons in the premises to exceed the maximum occupant load permitted under the Fire By-law.

- (11) The person organizing, promoting or holding an arts and culture indoor event with liquor service must provide supervisory staff in accordance with the following table:

Number of Persons Attending	Required Supervisory Staff
Under 100	2
101-150	3
151-200	4
201-245	5

- (12) The person organizing, promoting or holding an arts and culture indoor event with liquor service must ensure that all organizers, employees and supervisory staff wear a name tag that is clearly visible.

4. In Schedule A, in alphabetical order, council adds:

“

Arts and culture indoor event	License Fee	License Term
a) 31 to 60 persons	\$25.00	per event
b) 61 to 150 persons	\$100.00	per event
c) 151 to 250 persons	\$150.00	per event

”

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

6. This By-law is to come into force and take effect on _____, 2013.

ENACTED by Council this _____ day of _____, 2013

Mayor

City Clerk

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 5515-5665 Boundary Road, 5448-5666 Ormidale Street
and 3690 Vanness Avenue**

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

Director of Legal Services
April 9, 2013

5515 - 5665 Boundary Road
5448 - 5666 Ormidale Street and
3690 Vanness Avenue

 BY-LAW NO. _____

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

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

Zoning District Plan amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-640 (a) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D to By-law No. 3575.

Definitions

2. In this By-law:

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

Uses

3.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (545).

3.2 Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (545) and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Cultural and Recreational Uses, limited to Community Centre or Neighbourhood House;
- (b) Dwelling Uses, limited to Multiple Dwelling;
- (c) Institutional Uses, limited to Social Service Centre;
- (d) Retail Uses, limited to Retail Store;
- (e) Service Uses, limited to Restaurant - Class 1 and School - Arts or Self-Improvement; and

- (f) Accessory Uses customarily ancillary to the uses listed in this section 3.2.

Conditions of use

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

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

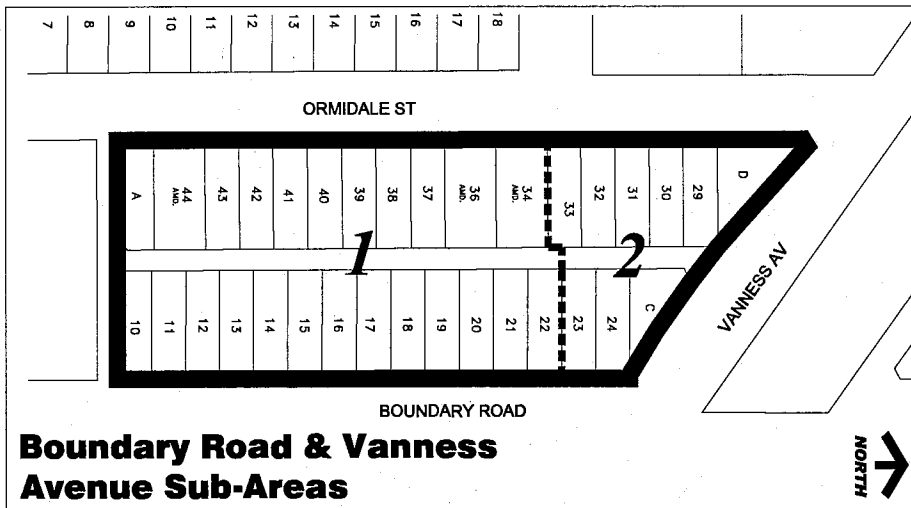
4.2 All commercial uses must be carried on wholly within an enclosed building except for:

- (a) Restaurant - Class 1; and
- (b) display of flowers, plants, fruits and vegetables.

Sub-areas

5.1 The site is to consist of two sub-areas as illustrated in Figure 1.

Figure 1



Density

6.1 Computation of floor area must assume that the site consists of 12 408 m², being the site size at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

6.2 The floor area for all uses combined must not exceed 5.50, except that retail and restaurant - class 1 uses combined must not exceed a total floor area of 372 m².

6.3 Computation of floor space ratio must include:

- (a) all floors having a minimum ceiling height of 1.2 m, including earthen floor, both above and below ground, measured to the extreme outer limits of the building;
- (b) stairways, fire escapes, elevator shafts, and other features, which the Director of Planning considers similar, measured by their gross cross-sectional areas, and included in the measurements for each floor at which they are located; and
- (c) in the case of dwelling uses, if the distance from a floor to the floor above or, in the absence of a floor above, to the top of the roof rafters or deck exceeds 4.3 m, an additional amount equal to the area of the floor area below the excess height, except for additional amounts that represent undeveloped floor areas beneath roof elements, which the Director of Planning considers to be for decorative purposes, and to which there is no means of access other than a hatch, residential lobbies, and mechanical penthouses.

6.4 Computation of floor space ratio must exclude:

- (a) open residential balconies or sundecks, entry alcoves and any other appurtenances, which in the opinion of the Director of Planning, are similar to the foregoing, except that the total area of all exclusions must not exceed 8% of the residential floor area being provided;
- (b) patios and roof gardens, if the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which, in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, which are at or below base surface, except that the maximum exclusion for a parking space must not exceed 7.3 m in length;
- (d) undeveloped floor area located above the highest storey or half-storey, with a ceiling height of less than 1.2 m, and to which there is no permanent means of access other than a hatch;
- (e) all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m² for a dwelling unit, there is to be no exclusion for any of the residential storage space above base surface for that unit;

- (f) amenity areas including recreation facilities, and meeting rooms, except that the total area excluded must not exceed 985 m² in sub-area 1, and 500 m² in sub-area 2; and
- (g) floor area used for a social service centre, neighbourhood house, or school - arts or self-improvement, except that the total area so excluded must not exceed 2140 m² in sub-area 1, and 953 m² in sub-area 2.

6.5 Computation of floor space ratio in each sub-area may exclude, at the discretion of the Director of Planning or Development Permit Board:

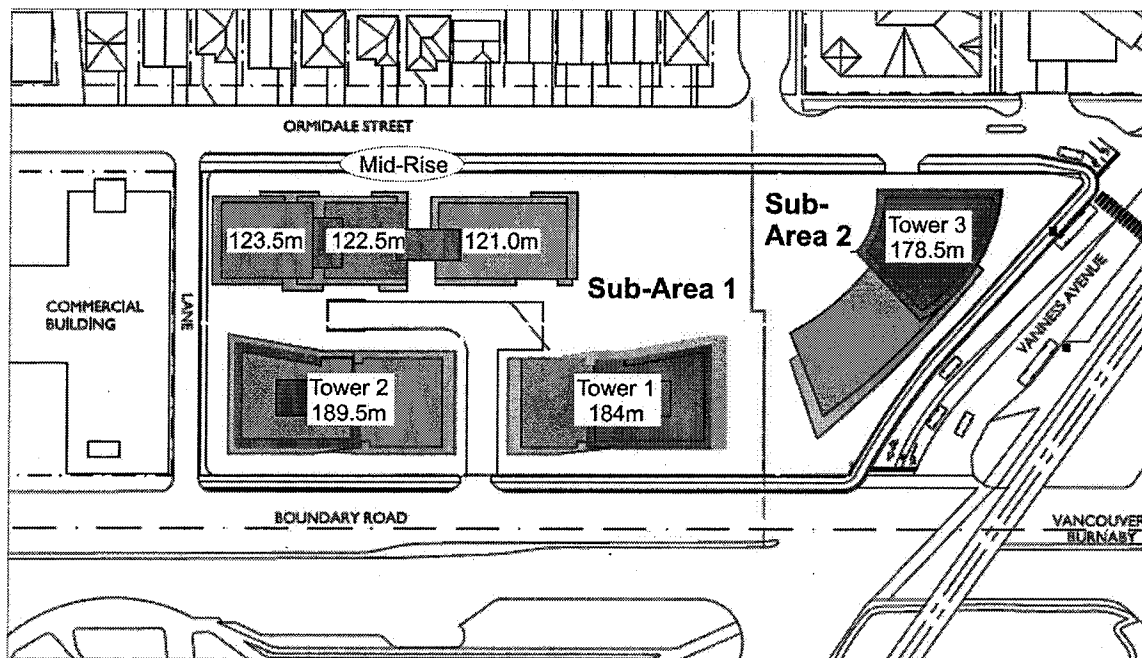
- (a) enclosed residential balconies, if the Director of Planning or Development Permit Board first considers all applicable policies and guidelines adopted by Council, and approves the design of any balcony enclosure, except that:
 - (i) the total area of all open and enclosed balcony or sundeck exclusions, must not exceed 8% of the residential floor area being provided, and
 - (ii) enclosure of the excluded balcony floor area must not exceed 50%;
- (b) unenclosed outdoor areas at grade level, underneath building overhangs, if:
 - (i) the Director of Planning or Development Permit Board, first considers all applicable policies and guidelines adopted by Council, and approves the design of any overhangs, and
 - (ii) the area of all overhang exclusions does not exceed 1% of the residential floor area being provided;
- (c) despite section 6.3(c), open to below spaces or double height volumes on the second storey units, if the location of the first floor is within 2 m of grade to a maximum of 15% of the floor area of the first floor of that unit;
- (e) passive design features, such as horizontal and vertical extensions, that contribute to solar control and improve energy performance; and
- (f) tool sheds, trellises and other garden structures, which support the use of intensive green roofs and urban agriculture, and, despite section 6.3(b), those portions of stairways and elevator enclosures, which are at the roof level providing access to garden areas.

6.6 The use of floor space excluded under section 6.4 or 6.5 must not include any purpose other than that which justified the exclusion.

Building height

7. The building height, measured above base surface and to the top of the roof slab above the uppermost habitable floor, excluding parapet wall, must not exceed the geodetic elevations illustrated in Figure 2 below.

Figure 2



Horizontal angle of daylight

- 8.1 Each habitable room must have at least one window on an exterior wall of a building.
- 8.2 The location of each such exterior window must allow a plane or planes extending from the window, and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, to encounter no obstruction over a distance of 24.0 m.
- 8.3 Measurement of the plane or planes referred to in section 8.2 must be horizontally from the centre of the bottom of each window.
- 8.4 If:
 - (a) the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council; and
 - (b) the minimum distance of unobstructed view is not less than 3.7 m,

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

8.5 An obstruction referred to in section 8.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (545).

8.6 A habitable room referred to in section 8.1 does not include:

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

Parking, loading, and bicycle spaces

9. Any development or use of the site requires the provision and maintenance of off-street parking spaces, loading spaces, and bicycle spaces, in accordance with the Parking By-law, except that the minimum required parking must be 10% lower than the minimum parking requirements in the Parking By-law on November 1, 2011.

Acoustics

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

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

Severability

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

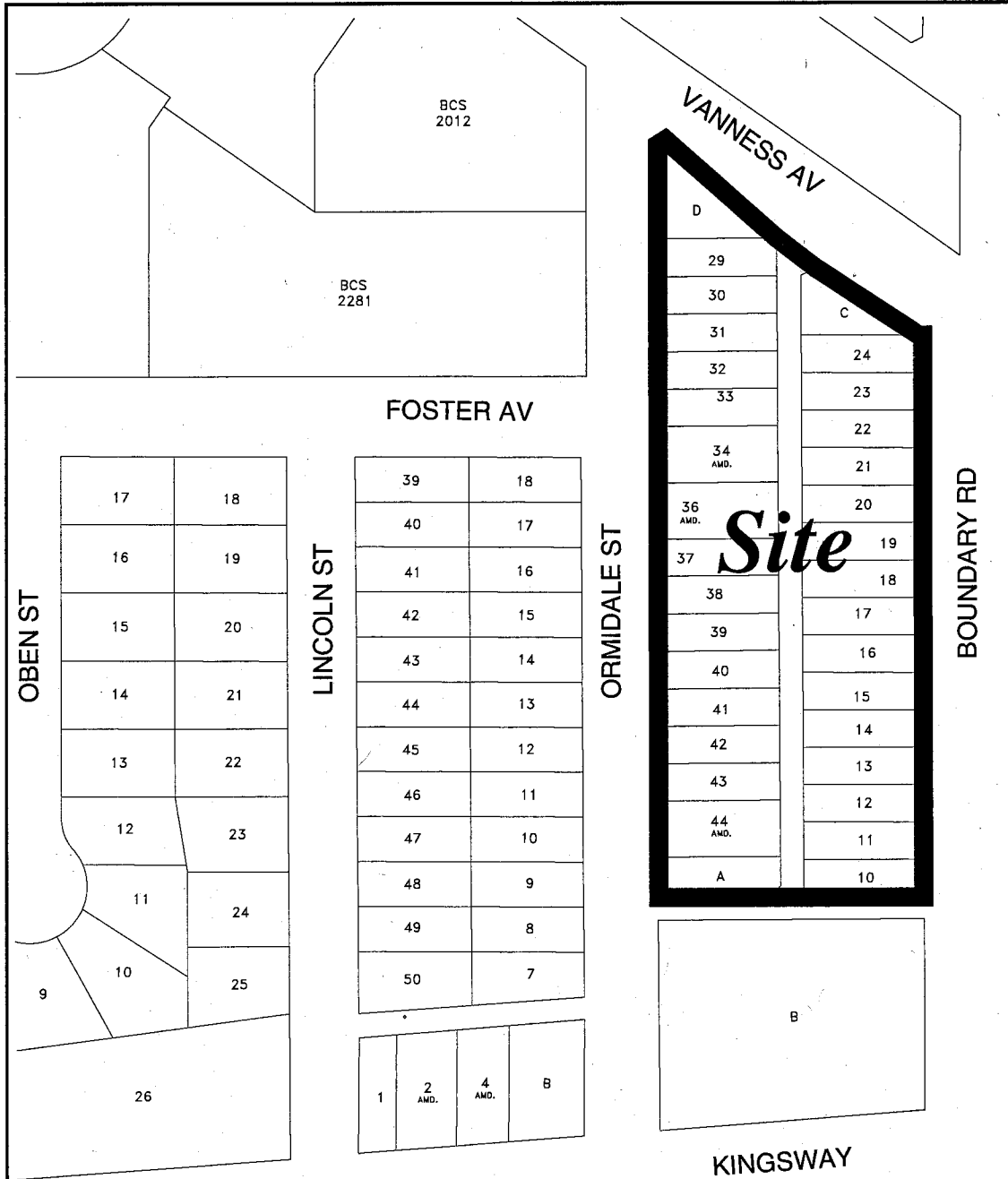
Force and effect

12. 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



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

Z-640 (a)

**RZ - 5515-5665 Boundary Rd. , 5448-5666 Ormidale St.
 & 3690 Vanness Ave.**

map: 1 of 1
 scale: NTS



City of Vancouver

date: 2011-10-12

EXPLANATION

**A By-law to amend CD-1 By-law No. 4671
Re: 749 West 33rd Avenue
(St. Vincent's)**

After a public hearing on September 16, 2008, Council approved with conditions text amendments to CD-1 (82), By-law no. 4671, for the site at 749 West 33rd Avenue. The Director of Planning has advised that all prior to conditions for enactment of the amending by-law to CD-1 (82) have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
April 9, 2013

749 West 33rd Avenue
(St. Vincent's)



BY-LAW NO. _____

A By-law to amend CD-1 By-law No. 4671

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

1. Council repeals sections 2 to 8 inclusive of By-law No. 4671, and substitutes:

“Definitions

2. In this By-law:

Adult Day Care Centre means the use of premises to offer health, therapeutic, social, respite, and other care services, programs, and facilities to seniors and other adults.

Retail Store (Hospital) means a retail store as defined in section 2 of the Zoning and Development By-law limited to the use of premises for a newsstand or flower shop, or for the retail sale or rental of products designed specifically for medical applications including pharmaceuticals, prosthetics, hearing aids, and similar products.

Uses

3.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (82).

3.2 Subject to Council approval of the form of development, to all conditions, guidelines, policies and the Riley Park/South Cambie Community Vision adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (82) and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

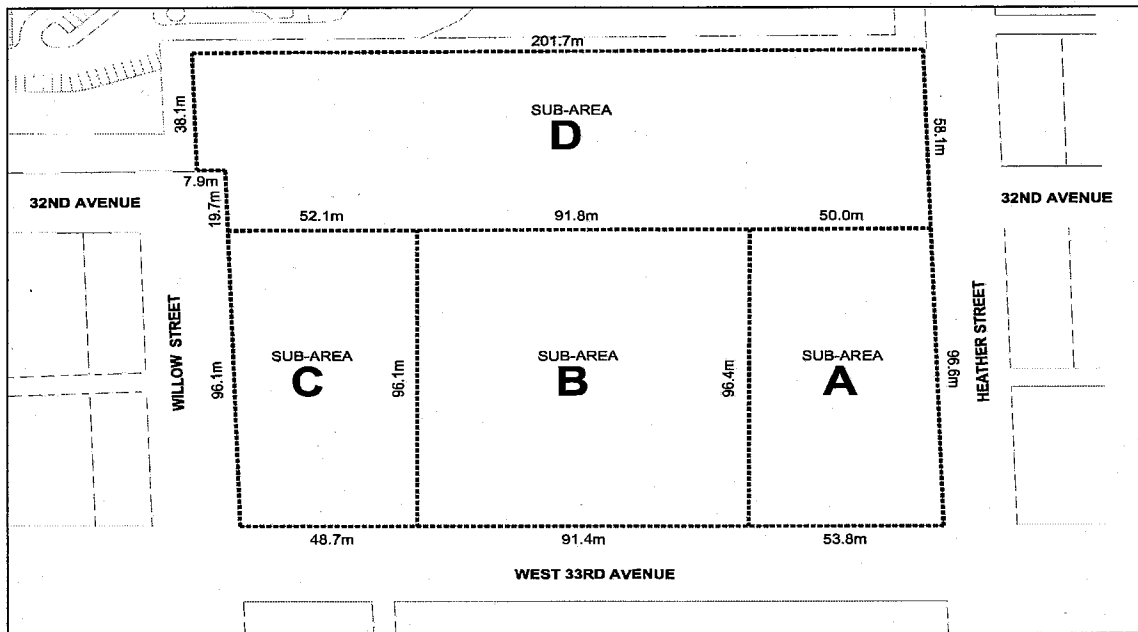
- (a) Adult Day Care Centre;
- (b) Cultural and Recreational Uses, limited to Fitness Centre;
- (c) Dwelling Uses, limited to Seniors Supportive or Assisted Housing;
- (d) Institutional Uses, limited to Child Day Care Facility, Hospital, Community Care Facility, and Group Residence;
- (e) Office Uses, limited to Health Care Office;

- (f) Retail Uses, limited to Limited Service Food Establishment and Small-scale Pharmacy;
- (g) Retail Store (Hospital); and
- (h) Accessory Uses customarily ancillary to any use permitted by this section 3.2.

Sub-areas

- 4. The site is to consist of Sub-areas A, B, C, and D illustrated in Diagram 1.

Diagram 1



Density

- 5.1 Computation of floor space ratio must assume that the site consists of 3 019 hectares, being the site size at the time of the application for the rezoning evidenced by this By-law, and before any dedications.
- 5.2 The floor space ratio for all uses, combined, must not exceed 1.4.
- 5.3 The sales area of a retail store (hospital) must not exceed 93 m².
- 5.4 The gross floor area for a small-scale pharmacy must not exceed 600 m².
- 5.5 Computation of floor area must include:

- (a) all floors having a minimum ceiling height of 1.2 m, including earthen floor, both above and below ground level, measured to the extreme outer limits of the building; and
- (b) stairways, fire escapes, elevator shafts, and other features which the Director of Planning considers similar, measured by their gross-sectional areas and included in the measurements for each floor at which they are located.

5.6 Computation of floor space ratio must exclude:

- (a) open residential balconies or sundecks, and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing;
- (b) patios and roof gardens only if the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating or mechanical equipment, underground utility corridors and walkways, or uses which, in the opinion of the Director of Planning, are similar to the foregoing, those floors or portions thereof so used, which are at or below the base surface, except that the maximum exclusion for a parking space must not exceed 7.3 m in length;
- (d) areas of undeveloped floors located:
 - (i) above the highest storey or half-storey and to which there is no permanent means of access other than a hatch, or
 - (ii) adjacent to a storey or half-storey with a ceiling height of less than 1.2 m;
- (e) all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m² for a dwelling unit, there will be no exclusion for any of the residential storage space above base surface for that unit;
- (f) amenity areas, including day care facilities, recreation facilities, and meeting rooms, except that the maximum exclusion must not exceed the lesser of 20% of permitted floor area in a building and 2 000 m²;
- (g) where the use of floors is entirely for access to or occupancy by heating and mechanical equipment or utilities and are above the base surface; and
- (h) where a Building Envelope Professional as defined in the Building By-law has recommended exterior walls greater than 152 mm in thickness, the

area of the walls exceeding 152 mm, but to a maximum exclusion of 152 mm thickness, except that this clause does not apply to walls in existence prior to March 14, 2000.

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

- (a) enclosed residential balconies if the Director of Planning or Development Permit Board first considers all applicable policies and guidelines adopted by Council and approves the design of any balcony enclosure, except that:
 - (i) the total area of all open and enclosed balcony or sundeck exclusions must not exceed 8% of the residential floor area being provided, and
 - (ii) enclosure of the excluded balcony floor area must not exceed 50%; and
- (b) tool sheds, trellises, and other garden structures which support the use of intensive green roofs and urban agriculture, and, despite section 5.6(b), those portions of stairways and elevator enclosures at roof level which provide access to garden areas.

Height

6.1 The building height, including parapet wall, must not exceed the geodetic elevation of:

- (a) 106.29 m in sub-area A;
- (b) 110.9 m in sub-area B;
- (c) 102.2 m in sub-area C; and
- (d) 100.9 m in sub-area D.

6.2 Despite section 6.1, the Director of Planning or Development Permit Board may permit an increase in height for mechanical appurtenances, architectural appurtenances such as elevator enclosures and stairwells that are necessary to give access to a rooftop garden, railings, screens, planters and other similar elements that are an integral part of the rooftop garden or of the decks and balconies, and appurtenances which, in the opinion of the Director of Planning or Development Permit Board are similar to the foregoing, if such appurtenances, in the aggregate, do not exceed 50% of the width of the building, as measured on any elevation drawings, or 20% of the roof area on which they are situate as viewed directly from above.

Parking, loading, passenger and bicycle spaces

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

- (a) for units containing living accommodation, the following parking requirements apply:
 - (i) one parking space for each four units less than 70 m² of gross floor area, and
 - (ii) one parking space for each unit 70 m² or more of gross floor area;
- (b) the Director of Planning, in consultation with the General Manager of Engineering Services, on conditions that are satisfactory to them, may allow the provision of scooter storage spaces in lieu of bicycle parking spaces; and
- (c) for a child day care facility, a parking requirement of a minimum of one standard size drop off/pick up space for every eight full-time equivalent children in attendance, and a minimum of two parking spaces for child care staff.

Acoustics

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

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

EXPLANATION**A By-law to amend CD-1 By-law No. 10425****Re: 108 East 1st Avenue
(104 - 150 East 1st Avenue)**

After a public hearing on March 14, 2013, Council approved without conditions text amendments to CD-1 (522) By-law No. 10425, for the site at 108 East 1st Avenue (104 - 150 East 1st Avenue). The Director of Planning has advised that all conditions for enactment of the amending by-law to CD-1 (522) have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
April 9, 2013

108 East 1st Avenue
(104 - 150 East 1st Avenue)



BY-LAW NO. _____

A By-law to amend CD-1 By-law No. 10425

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

1. This By-law amends the indicated provisions of By-law No. 10425.
2. In section 2, before the definition of "Entry Alcoves", Council adds:

" "Custom-Built Motor Vehicle Manufacturing" means the use of premises for the manufacturing of custom-built motor vehicles, including chassis fabrication, body assembly, and mechanical assembly, and also means the use of the premises for research and development associated with the primary manufacturing use and any mechanical spaces required to support the primary manufacturing use, including, but not limited to, ventilation shafts."
3. In section 3.2, Council:
 - (a) re-names subsections (c), (d), and (e), as (d),(f), and(g) respectively;
 - (b) adds, after subsection 3.2(b):

“(c) Manufacturing Uses, limited to Bakery Products Manufacturing, Batteries Manufacturing, Clothing Manufacturing, Custom-Built Motor Vehicle Manufacturing, Dairy Products Manufacturing, Electrical Products or Appliances Manufacturing, Food or Beverage Products Manufacturing - Class B, Furniture or Fixtures Manufacturing, Ice Manufacturing, Jewellery Manufacturing, Leather Products Manufacturing, Miscellaneous Products Manufacturing - Class B, Non-metallic Mineral Products Manufacturing - Class B, Plastic Products Manufacturing, Printing or Publishing, Rubber Products Manufacturing, Shoes or Boots Manufacturing, Software Manufacturing, Textiles or Knit Goods Manufacturing, Tobacco Products Manufacturing, and Wood Products Manufacturing, - Class B;”
 - ; and
 - (c) adds, after re-named subsection (d):

“(e) Retail Uses, limited to Vehicle Dealer in conjunction with Custom-Built Motor Vehicle Manufacturing;”.

4. In section 5, Council:

(a) strikes out section 5.1 and substitutes:

“5.1 The total floor area for all uses combined must not exceed 12 292 m², except that dwelling uses must not exceed 11 792 m².”;

(b) in sections 5.2, 5.3 and 5.4, strikes out “Computation of floor space ratio” and substitutes “Computation of floor area”; and

(c) in section 5.5, strikes out “floor space” and substitutes “floor area”.

5. In section 6.1, Council strikes out “38.1” and substitutes “41.1”.

6. 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.

7. 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 Southeast False Creek
Official Development Plan By-law No. 9073**

After the public hearing on March 14, 2013, Council resolved to amend the Southeast False Creek ODP By-law regarding land use. 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
April 9, 2013

Southeast False Creek ODP
Re: Figure 5 and 108 East 1st Avenue

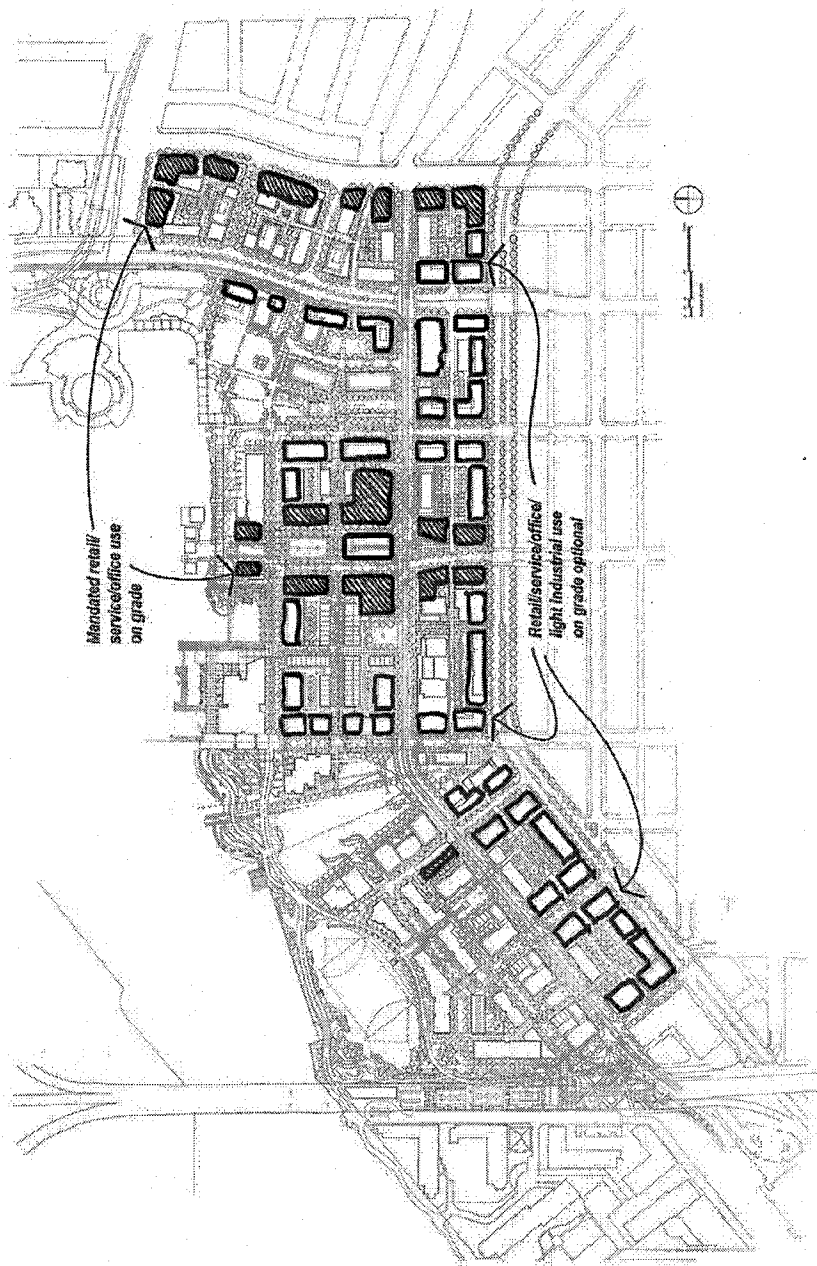


BY-LAW NO. _____

**A By-law to amend Southeast False Creek
Official Development Plan By-law No. 9073**

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

1. This By-law amends the indicated provisions of the Southeast False Creek Official Development Plan By-law.
2. Council repeals Figure 5 in Section 6 and substitutes:



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**A By-law to amend the Sign By-law
Re: 108 East 1st Avenue**

After the public hearing on March 14, 2013, Council resolved to amend the Sign By-law to add this site to Schedules E and B. 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
April 9, 2013

108 East 1st Avenue



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:
"108 East 1st Avenue CD-1 (522) By-law No. 10425 B (DD)"
2. To Schedule B of the Sign By-law, at the end of 1(d) (ii) (E), Council adds:
"CD-1 (522) 108 East 1st Avenue"
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**Designation of an area described as
Dunbar Village as a Business Improvement Area 2013-2018**

Enactment of the attached by-law will implement Council's resolution of November 28, 2012 to designate Dunbar Village as a business improvement area with a five year funding ceiling of \$950,000.00 for the term April 1, 2013 to March 31, 2018.

Director of Legal Services
April 9, 2013



BY-LAW NO. _____

A By-law to designate a Business Improvement Area in Dunbar Village

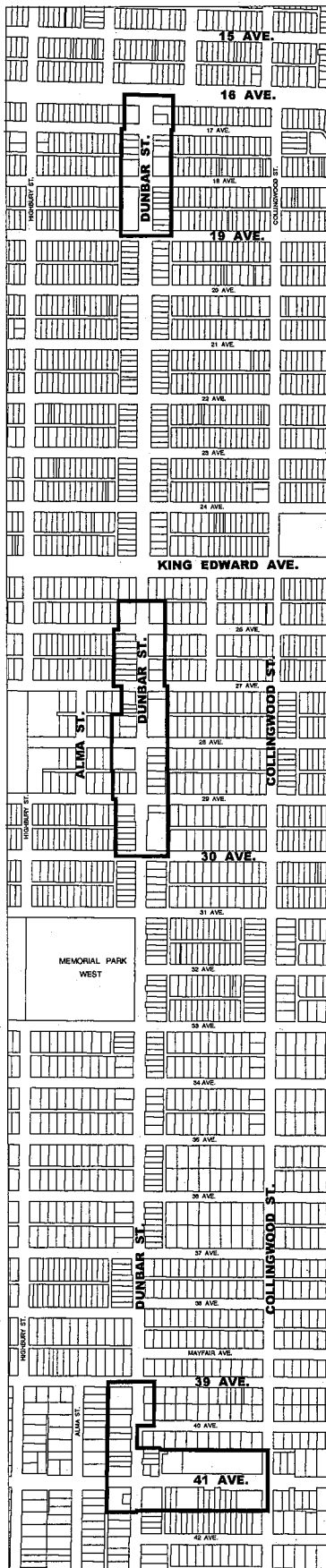
THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. The name of this By-law, for citation, is the "Dunbar Village BIA Designation By-law".
2. Council, by initiative, designates as a business improvement area that portion of the city outlined in black on the plan attached to and forming part of this By-law.
3. The amount of money Council from time to time grants to an applicant for the planning and implementation of a business promotion scheme in the area designated under section 2 must not exceed, in aggregate, \$950,000.00.
4. Recovery by the city of the amount of money granted to an applicant is to be pursuant to the levy and imposition of a tax on class 5 and class 6 real property from the owners of land and improvements within the area designated under section 2.
5. This By-law is to come into force and take effect on April 1, 2013, and is to expire and have no further force or effect after March 31, 2018.

ENACTED by Council this _____ day of _____, 2013

Mayor

City Clerk



Dunbar Village B.I.A.

EXPLANATION**Grant Allocation By-law
Dunbar Village Business Association**

On March 13, 2013, following a Court of Revision, Council passed a resolution which included an instruction to bring forward the necessary grant allocation by-law for the business improvement area in an area generally described as Dunbar Village, for a term of five years. Enactment by Council of this By-law, after its enactment of the Dunbar Village BIA Designation bBy-law, will complete that instruction.

Director of Legal Services
April 9, 2013



BY-LAW NO. _____

**A By-law to grant money for a business promotion scheme
in the Dunbar Village Business Improvement Area**

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

1. The name of this By-law, for citation, is the “Dunbar Village BIA Grant Allocation By-law”.
2. In this By-law:
 - “Association” means the Dunbar Village Business Association;
 - “Director” means the city’s Director of Finance; and
 - “grant money” means any money granted to the Association by Council under section 3.
3. Subject to the Dunbar Village BIA Designation By-Law, the terms and conditions set out in this By-law, and Council’s approval of the budget referred to in section 5, Council, by annual resolution, may grant money to the Association at such times and in such proportions as Council determines.
4. The Association may spend the grant money only to encourage, promote, and develop business in, and to improve the economics and welfare of, the area designated under the Dunbar Village BIA Designation By-law including studies, reports, management, and administration necessary to implement the business promotion scheme.
5. On or before December 31 of each year or as otherwise determined by the Director, the Association must submit to the Director a budget, based on a fiscal year commencing April 1, which contains information sufficient in detail to describe all anticipated expenses and revenues, and which the Association has approved in accordance with the requirements of its constitution and by-laws.
6. At least every three months after Council approves the budget, the Association must submit to the Director a statement of revenues and expenditures.
7. On or before September 30 of each year, the Association must cause its auditor to deliver to the Director the Association’s audited financial statements including a balance sheet, a statement of revenue and expenditures, a statement of change in financial position, and a schedule of change in financial reserves.
8. The Association must keep grant money in a separate account, and must cause the revenue and expenditures resulting from use of that separate account to be an audited schedule to the financial statements and reported separately as required by section 6.

9. The Association must not borrow if the result is an indebtedness or other obligation as to grant money which extends beyond the fiscal year in which Council approved the grant.

10. The Association must permit the Director, or Director's designate, during normal business hours on reasonable notice, to inspect all financial records the Director deems advisable to verify and obtain further particulars of budgets and financial statements of the Association as they relate to grant money.

11. The Association may invest any grant money not required for immediate use but must do so only in securities in which trustees are authorized by law to invest.

12. The Association must carry comprehensive general liability insurance of at least \$2,000,000.00 which includes the city as an additional named insured, and contains a cross coverage provision and an endorsement to give the Director 30 days' notice of change to or cancellation of the policy.

13. The Association must give notice of every general meeting at least 14 days before the date scheduled for the meeting if delivered by hand or transmitted via facsimile or electronic mail, or 21 days by any other means to the Director; to all persons who own class 5 or class 6 properties, as described in section 459 of the *Vancouver Charter*, to their address as ascertained from the most recent assessment rolls for the City of Vancouver; and to all persons who lease class 5 or class 6 properties and from which they carry on a business, to their address as determined by directories, visual inspection or any other information system.

14. If the Association alters its constitution or by-laws without first giving the Director 60 days' notice and obtaining approval from the Director, the city may withhold payment of further grant money.

15. The Association must comply with the requirements under this By-law at its own expense.

16. This By-law is to come into force and take effect on April 1, 2013, and is to expire and have no further force or effect after March 31, 2018.

ENACTED by Council this _____ day of _____, 2013

Mayor

City Clerk

EXPLANATION**Designation of an area described as
Robson Street as a Business Improvement Area 2013-2018**

Enactment of the attached by-law will implement Council's resolution of November 28, 2012 to designate Robson Street as a business improvement area with a five year funding ceiling of \$2,995,944.00 for the term April 1, 2013 to March 31, 2018.

Director of Legal Services
April 9, 2013



BY-LAW NO. _____

A By-law to Designate a Business Improvement Area in that area of the City known as Robson Street

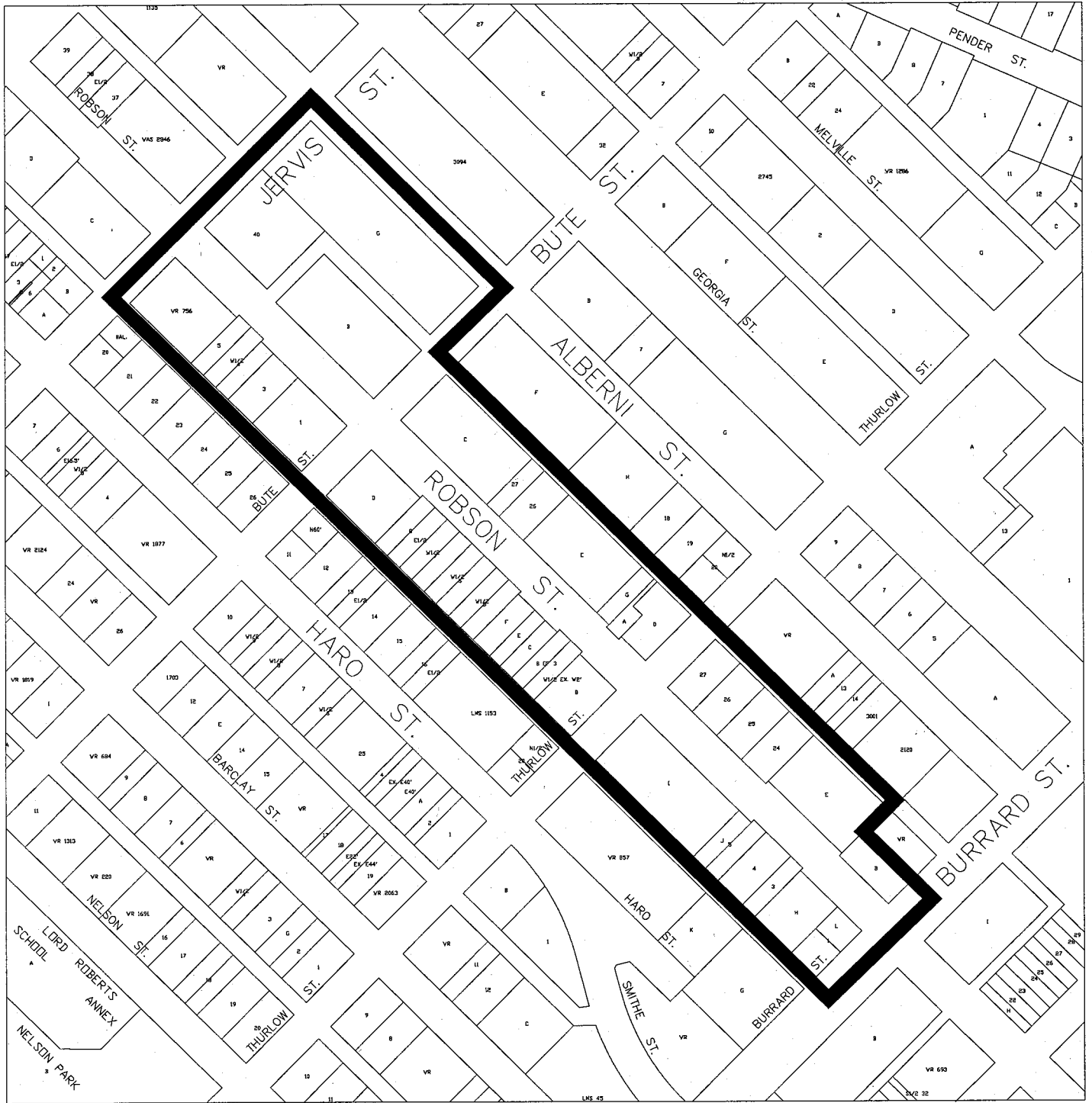
THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. The name of this By-law, for citation, is the "Robson Street BIA Designation By-law".
2. Council, by initiative, designates as a business improvement area that portion of the city outlined in black on the plan attached to and forming part of this By-law.
3. The amount of money Council from time to time grants to an applicant for the planning and implementation of a business promotion scheme in the area designated under section 2 must not exceed, in aggregate, \$2,995,944.00.
4. Recovery by the city of the amount of money granted to an applicant is to be pursuant to the levy and imposition of a tax on class 5 and class 6 real property from the owners of land and improvements within the area designated under section 2.
5. This By-law is to come into force and take effect on April 1, 2013, and is to expire and have no further force or effect after March 31, 2018.

ENACTED by Council this _____ day of _____, 2013

Mayor

City Clerk



Robson Street B.I.A.



EXPLANATION**Grant Allocation By-law
Robson Street Business Association**

On March 13, 2013, following a Court of Revision, Council passed a resolution which included an instruction to bring forward the necessary grant allocation By-law for the business improvement area in an area generally described as Robson Street, for a term of five years. Enactment by Council of this By-law, after its enactment of the Robson Street BIA Designation By-law, will complete that instruction.

Director of Legal Services
April 9, 2013



BY-LAW NO. _____

**A By-law to Grant Money for a Business Promotion Scheme
in the Robson Street Business Improvement Area**

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

1. The name of this By-law, for citation, is the “Robson BIA Grant Allocation By-law”.
2. In this By-law:

“Director” means the city’s Director of Finance;

“grant money” means any money granted to the Society by Council under section 3; and

“Society” means the Robson Street Business Association.
3. Subject to the Robson BIA Designation By-Law, the terms and conditions set out in this By-law, and Council’s approval of the budget referred to in section 5, Council, by annual resolution, may grant money to the Society at such times and in such proportions as Council determines.
4. The Society may spend the grant money only to encourage, promote, and develop business in, and to improve the economics and welfare of, the area designated under the Robson BIA Designation By-law including studies, reports, management, and administration necessary to implement the business promotion scheme.
5. On or before December 31 of each year or as otherwise determined by the Director, the Society must submit to the Director a budget, based on a fiscal year commencing April 1, which contains information sufficient in detail to describe all anticipated expenses and revenues, and which the Society has approved in accordance with the requirements of its constitution and by-laws.
6. At least every three months after Council approves the budget, the Society must submit to the Director a statement of revenues and expenditures.
7. On or before September 30 of each year, the Society must cause its auditor to deliver to the Director the Society’s audited financial statements including a balance sheet, a statement of revenue and expenditures, a statement of change in financial position, and a schedule of change in financial reserves.
8. The Society must keep grant money in a separate account, and must cause the revenue and expenditures resulting from use of that separate account to be an audited schedule to the financial statements and reported separately as required by section 6.

9. The Society must not borrow if the result is an indebtedness or other obligation as to grant money which extends beyond the fiscal year in which Council approved the grant.

10. The Society must permit the Director, or Directors designate, during normal business hours on reasonable notice, to inspect all financial records the Director deems advisable to verify and obtain further particulars of budgets and financial statements of the Society as they relate to grant money.

11. The Society may invest any grant money not required for immediate use but must do so only in securities in which trustees are authorized by law to invest.

12. The Society must carry comprehensive general liability insurance of at least \$2,000,000.00 which includes the city as an additional named insured, and contains a cross coverage provision and an endorsement to give the Director 30 days' notice of change to or cancellation of the policy.

13. The Society must give notice of every general meeting at least 14 days before the date scheduled for the meeting if delivered by hand or transmitted via facsimile or electronic mail, or 21 days by any other means to the Director; to all persons who own class 5 or class 6 properties, as described in section 459 of the *Vancouver Charter*, to their address as ascertained from the most recent assessment rolls for the City of Vancouver; and to all persons who lease class 5 or class 6 properties and from which they carry on a business, to their address as determined by directories, visual inspection or any other information system.

14. If the Society alters its constitution or by-laws without first giving the Director 60 days' notice and obtaining approval from the Director, the city may withhold payment of further grant money.

15. The Society must comply with the requirements under this By-law at its own expense.

16. This By-law is to come into force and take effect on April 1, 2013, and is to expire and have no further force or effect after March 31, 2018.

ENACTED by Council this day of , 2013

Mayor

City Clerk

EXPLANATION

Heritage Designation By-law
Re: 1017 Keefer Street

At a public hearing on March 14, 2013, Council approved recommendations to designate the structure and exterior envelope of the improvements and exterior building materials of the heritage building at 1017 Keefer Street as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
April 9, 2013

1017 Keefer Street
Bates 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

1017 Keefer Street
Vancouver, B.C.

PID: 015-573-851
LOT 12
BLOCK 79
DISTRICT LOT 181
PLAN 196

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 1017 Keefer Street**

After a public hearing on March 14, 2013, Council resolved to enter into a Heritage Revitalization Agreement regarding 1017 Keefer Street, pursuant to Section 592 of the *Vancouver Charter*. Enactment of the attached By-law will achieve this.

Director of Legal Services
April 9, 2013

1017 Keefer Street
Bates 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 1017 Keefer Street, and the following legal description:

PID: 015-573-851
LOT 12
BLOCK 79
DISTRICT LOT 181
PLAN 196

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 14 pages

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

Heidi Granger
City of Vancouver, Law Department
453 West 12th Avenue
Vancouver, BC V5Y 1V4
Phone: 604-829-2001 (HBG/mek) Client No. 10647

Signature of Solicitor or Agent

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

(PID)

(LEGAL DESCRIPTION)

015-573-851

Lot 12 Block 79 District Lot 181 Plan 196

3. NATURE OF INTEREST:*

DESCRIPTION
SEE SCHEDULE

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

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):*

RUPERT ALEXANDER JAMES McCOWAN, Businessman

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

CITY OF VANCOUVER, a municipal corporation
453 West 12th Avenue
Vancouver, BC 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	
_____	13			_____
Solicitor/Notary				RUPERT ALEXANDER JAMES McCOWAN
_____	13			CITY OF VANCOUVER
				by its authorized signatory:
_____				_____

OFFICER CERTIFICATION:

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

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

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

**LAND TITLE ACT
FORM E
SCHEDULE**

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

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant	Article 2, pages 6 to 9	Transferee
Statutory Right of Way	Article 3, page 10	Transferee
Equitable Charge	Article 5, page 10 to 11	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 1017 Keefer 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 “Bates 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; and
 - (ii) constructing a new Infill Dwelling building thereon,
- and under development permit application No. DE415631 (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 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 it as protected heritage property under the provisions of the *Vancouver Charter* SBC 1953 c.55.

THEREFORE, pursuant to Section 592 of the *Vancouver Charter* SBC 1953 c.55, and in consideration of the payment ten dollars (\$10.00) 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 an Infill 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 the chief administrator from time to time of the City’s Planning Department and his or her successors in function and their respective nominees;
- (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; for the purposes of this Agreement, Mr. James Burton is confirmed to be a qualified Heritage Consultant;
- (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) **“Infill Dwelling”** has the meaning given under the *Zoning & Development By-law*;
- (k) **“Lands”** has the meaning given above in the introductory paragraphs hereto and includes any other parcels of land into which the Lands may at any time in any way be consolidated or subdivided (including a subdivision pursuant to the *Land Title Act* and a subdivision pursuant to the *Strata Property Act*);
- (l) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c.250;
- (m) **“New Building”** means any and all new buildings and other structures constructed on the Lands after this agreement is first registered on title to the Lands;
- (n) **“Owner”** means the registered owner or owners of the Lands and the successors and assigns thereof and, without limitation, if the Lands are subdivided by way of a strata plan under the *Strata Property Act* of British Columbia, then “Owner” includes the strata corporation thereby created;
- (o) **“rehabilitate”** and **“rehabilitation”** mean the planning and carrying out of restoration, rehabilitation, construction and conservation work to restore, upgrade, improve and conserve the structure, support and heritage characteristics and features of a heritage building or real property heritage feature so as to revitalize it and extend its life and use as such;
- (p) **“Rehabilitation Work”** has the meaning given below herein;
- (q) **“Strata Property Act”** means the *Strata Property Act*, S.B.C. 1998, c. 43,
- (r) **“Vancouver Charter”** means the *Vancouver Charter*, S.B.C. 1953, c.55, as amended from time to time, and any and all replacements thereof or any

statute enacted in substitution thereof and all regulations applicable thereto and any amendments, replacements and substitutions thereof;

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

ARTICLE 2
SECTION 219 COVENANT
Rehabilitation and 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, to the best of the abilities of the Owner, 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, to the best of the abilities of the Owner, 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 either the Heritage Building or the New Building or any part thereof and nobody will apply for or take any other action to compel the City, and, notwithstanding that either the Heritage Building or the New Building may be ready for occupancy, the City will be under no obligation to issue any occupancy permit for either Building or any part thereof at any time after this agreement is registered on title to the Lands, until:
- (i) the Rehabilitation Work has been completed in accordance herewith;
 - (ii) the Owner, as required above herein, has submitted or caused to be submitted to the Director of Planning a signed written statement

prepared by a Heritage Consultant stating explicitly that the Rehabilitation Work has been completed in accordance with the Conservation Plan; and

- (iii) the City has given the Owner a written notice or confirmation by which the City explicitly accepts or confirms its acceptance that the Rehabilitation Work has been completed in accordance herewith, not to be unreasonably withheld;
- (c) the City may, on reasonable grounds, revoke at anytime any occupancy permit(s) issued for either the Heritage Building or the New Building prior to completion of the Rehabilitation Work, unless such occupancy permit(s) was obtained in accordance with this agreement, and in such circumstances the Owner, on reasonable notice from the City, will ensure that anyone occupying any part of any such building vacates it immediately on such revocation of occupancy permit(s), and if anyone continues to occupy any portion of any part of either the Heritage Building or the New Building in contravention of such revocation, this agreement and any applicable City bylaws, the City, at the Owner's expense, may pursue all remedies available to it, including, without limitation, injunctive relief, to ensure that the 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 material 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 materially renovate, alter, modify or reconfigure or that will result in any material alteration, modification or reconfiguration of the Heritage Building in any material 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; 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 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.

2.2 Notwithstanding the occupancy restrictions set out above in respect of the New Building, the City, in its discretion, may issue occupancy permits therefor and on that basis it may be occupied prior to the time that the Rehabilitation Work is completed in accordance herewith, provided:

- (a) the Owner duly applies to the City for any and all occupancy permits 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 120% of the then estimated cost to complete the Rehabilitation Work, with such estimate to be made in writing by the Consultant and explicitly accepted in writing by the City;

- (f) the Owner, at the time of application for any such occupancy permits, is not, in the City's opinion, in breach of any of its obligations under this agreement or any other agreement between the City and the Owner with respect to the Heritage Building and/or the Lands; and
 - (g) the City, in its opinion, is satisfied that the Rehabilitation Work is being carried out diligently.
- 2.3 All letters of credit required under this Article will be issued by a Schedule I Canadian chartered bank or 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.
- 2.4 The City may call upon the letter or letters of credit provided to it pursuant to the preceding paragraphs herein and apply the proceeds therefrom for any purpose and in any manner it may choose in connection with the Rehabilitation Work, if:
- (a) the bank issuing the letter of credit refuses to extend or renew the expiry date of the letter of credit;
 - (b) the Owner becomes insolvent or commits any act of bankruptcy or becomes bankrupt or takes the benefit of any act or legislation that may be enforced for bankrupt or insolvent debtors;
 - (c) the Owner, in the City's opinion, has not been diligently carrying out the Rehabilitation Work; or
 - (d) the City in any way undertakes all or any part of the Rehabilitation Work pursuant to this agreement.
- 2.5 If at any time, in default under this agreement, the Owner, in the City's opinion, fails to carry out the Rehabilitation Work as required hereby and fails to rectify any such default within 30 days, or within such other longer time as the City may explicitly permit, after notice from the City to so rectify such default, the City, on the Owner's behalf and at the Owner's expense, may, but will be under not be obligated to, rectify the Owner's default.
- 2.6 Following completion of the Rehabilitation Work in accordance with this Agreement, the Owner may request the City to return any letter of credit provided to the City hereunder and within a reasonable time of receipt of such request, the City will return to the Owner or its issuer the letter of credit or, if the City has called upon the letter of credit, deliver any remaining balance therefrom to the Owner.

ARTICLE 3 STATUTORY RIGHT OF WAY

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

- (a) to install, maintain, repair and replace on the exterior of the Heritage Building or at the perimeter of the Lands, 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 reasonable opinion, is in default of any of its obligations under this agreement, to carry out any such obligations of the Owner hereunder as the City may choose.
- 3.2 The statutory right of way granted in the preceding paragraph is necessary for the operation and maintenance of the City's undertaking.
- 3.3 Notwithstanding any other provision of this agreement, nothing herein obligates the City to exercise any of the rights granted to it by way of the statutory right of way contained herein.

ARTICLE 4 DEBTS OWED TO CITY

- 4.1 If the City, pursuant to this agreement, enters upon the Lands or any of them to perform any of the Owner's obligations hereunder to carry out the Rehabilitation Work or to conserve, repair or replace 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 three percent (3%), calculated monthly and not in advance.

ARTICLE 5 EQUITABLE CHARGE

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

ARTICLE 6 BY-LAW VARIATIONS

- 6.1 Section 10 of the *Zoning & Development By-law* is hereby varied as follows for the Lands, for purposes of the Development:

- (a) Section 10.7.1(a) is varied so that the Director of Planning may allow steps in any side yard thereon;
- (b) Section 10.7.1(b) is varied so that the Director of Planning may allow eaves, gutters, sills and chimneys which may project into a required yard, provided that the Director of Planning is satisfied that they correspond to drawings approved under DE415631; and
- (c) Section 10.15 is varied to provide that the Director of Planning may allow floors to exceed the dimensions prescribed in Sections 10.15.1 and 10.15.3.

6.2 The RT-3 District Schedule to the *Zoning & Development By-law* is hereby varied as follows for the Lands, for purposes of the Development:

- (a) Section 4.1.1 is varied so that the minimum site areas prescribed in Sections 4.1.1(b) and (c) for Infill Dwelling development do not apply;
- (b) Section 4.3.1 is varied to permit the Infill Dwelling to have up to 3 storeys provided that it shall not exceed 8.5 metres in height;
- (c) Section 4.4.1 is varied to permit a minimum front yard depth of 2.9 metres;
- (d) Section 4.5.1 is varied so that the Director of Planning may permit:
 - (i) for the Heritage Building:
 - (A) an east side yard with a minimum width of 0.53 metres; and
 - (B) a west side yard with a minimum width of 1.44 metres;
 - (ii) for the Infill Dwelling:
 - (A) an east side yard with a minimum width of 1.07 metres; and
 - (B) a west side yard with a minimum width of 0.02 metres.
- (e) Section 4.6.1 is varied to permit a rear yard with a minimum depth of 16.4 metres;
- (f) Section 4.6.2 shall not apply;
- (g) Section 4.6.3 shall not apply;
- (h) Section 4.7.1 is varied to provide that the floor space ratio, inclusive of all buildings, shall not exceed 0.97;
- (i) Section 4.7.3(c) is varied to provide that the Director of Planning may permit floors used for off-street parking or bicycle storage which do not otherwise comply with section 4.7.3(c) to be excluded from the calculation of floor area;
- (j) Section 4.8.1 is varied to provide that the maximum site coverage for buildings shall be 54% of the site area;
- (k) Section 4.8.2 shall not apply; and

- (l) Section 4.17 shall not apply.

ARTICLE 7 SUBDIVISION

7.1 Subdivision. If the Lands are subdivided at any time hereafter either under the provisions of the *Land Title Act* or under the *Strata Property Act* or under other similar legislation enacted from time to time then upon the deposit of a plan of subdivision, strata plan, or similar plan as the case may be:

- (a) subject to Section 7.2 herein, the rights and benefits of this Agreement herein granted will be annexed to and run with each of the new parcels, lots, or other subdivided parcels and areas so created; and
- (b) subject to Section 7.3 herein, the burdens, obligations, covenant, statutory right of way and equitable charge contained in this Agreement will continue to charge each of the new parcels, lots, or other subdivided parcels and areas so created.

7.2 Subdivision by Strata Plan. If the Lands, or any portion thereof, are subdivided by a strata plan, this Agreement will charge title to the strata lots and the common property comprising such strata plan and:

- (a) the Section 219 covenants and obligations therein and the statutory right of way and equitable charge granted herein will be registered against each individual strata lot and noted on the common property sheet;
- (b) the strata corporation or the strata corporations created will perform and observe the Owner's covenants in this Agreement, solely at the expense of the strata lot owners; and
- (c) the liability of each strata lot owner for the performance and observance of the Owner's covenants herein will be in proportion to the unit entitlement of his, her or its strata lot as established by the strata plan,

provided that, if the Lands are first subdivided by air space plan and then one or more of these parcels are further subdivided by strata plan, the easements and covenants registered concurrently with the air space plan may designate the air space parcel or the remainder, and therefore the strata corporation, responsible to perform and observe the Owner's covenants in this Agreement.

7.3 Should the Lands be subdivided pursuant to the *Land Title Act* to create a parcel in which only the Infill Dwelling is located, then at 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 newly created parcel containing the Infill Dwelling 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 parcel containing the Infill Dwelling.

ARTICLE 8 NOTICES

8.1 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 9 GENERAL

- 9.1 **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.
- 9.2 **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.
- 9.3 **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.
- 9.4 **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.

- 9.5 **Time of Essence.** Time will be of the essence in respect of this agreement.
- 9.6 **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.
- 9.7 **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.
- 9.8 **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.
- 9.9 **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.
- 9.10 **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.
- 9.11 **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.
- 9.12 **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