

EXPLANATION**A By-law to amend Zoning & Development By-law No. 3575
Re: Laneway Houses**

After the public hearing on June 11, 2013, Council resolved to amend the regulations regarding laneway houses in Zoning & Development By-law No. 3575. Enactment of this By-law will implement that resolution.

Director of Legal Services
July 9, 2013

 BY-LAW NO. _____

**A By-law to amend
Zoning and Development By-law No. 3575
Regarding expansion of the Laneway Housing Program**

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. 3575.
2. Council strikes out Section 11.24 and substitutes:

“Section 11.24 Laneway House

- 11.24.1** In this section 11.24, “footprint” means the projected area of the extreme outer limits of a laneway house including carports, covered porches, and enclosed or covered accessory building areas but excluding steps, eaves, and such other projections as section 10.7 of this By-law may allow.
- 11.24.2** A laneway house is not permissible except on:
- (a) a site served by an open lane;
 - (b) a site located on a corner served by an open or dedicated lane;
or
 - (c) a double-fronting site served by a street at both the front and rear of the site.
- 11.24.3** The width of a site on which a laneway house is situated must be at least 9.8 m, except that the Director of Planning may approve a laneway house on a site which is less than 9.8 m in width, if:
- (a) the site is at least 7.3 m in width; and
 - (b) the Director of Planning first considers massing, overlook and impact on neighbourhood privacy and all applicable Council policies and guidelines.
- 11.24.4** A laneway house may have a basement.
- 11.24.5** For sites in the RS-3 and RS-3A Districts and the RS-6 District, and for sites 16.8 m or wider in the RS-5 District, the width of a laneway house, or a laneway house and an accessory building, must not exceed the permitted width for an accessory building under the applicable district schedule.

- 11.24.6** A laneway house may be one storey or one storey with a partial second storey.
- 11.24.7** The height of a one storey laneway house must not exceed 3.7 m in height measured to the highest point of the roof if a flat roof, or to the mean height level between the eaves and the ridge of a gable or hip roof, except that no portion of a one storey laneway house may exceed 4.6 m in height.
- 11.24.8** Roof gardens and sun decks are not permitted on a one storey laneway house.
- 11.24.9** The location of a one storey laneway house must be:
- (a) within 9.8 m of the ultimate rear property line;
 - (b) at least 4.9 m, measured across the width of the site, from the one-family dwelling or one-family dwelling with secondary suite on the site;
 - (c) at least 0.9 m from the ultimate rear property line, except that the Director of Planning may relax the location to 0.6 m from the ultimate rear property line on sites less than 30.5 m in depth; and
 - (d) a distance from each side property line equal to at least 10% of the lot width, except that the Director of Planning may relax the location to 0.6 m from one side property line.
- 11.24.10** Notwithstanding 11.24.9 (a), where a site is 39.6 m or more in depth, the Director of Planning may permit a one storey laneway house to extend into a site to a maximum of 26% of the lot depth measured from the ultimate rear property line.
- 11.24.11** Site coverage must not exceed the permitted site coverage under the applicable district schedule, except that, for a one storey laneway house, the Director of Planning may permit an increase in the permitted site coverage of up to 5% to a maximum of 45% of the site area.
- 11.24.12** The height of a laneway house with a partial second storey must not exceed:
- (a) 6.1 m to the ridge of a gable or hip roof, with a minimum pitch of 7:12;
 - (b) 5.5 m to the highest point of a roof with a pitch less than 3:12; or
 - (c) 5.8 m to the highest point of a shed, arced, butterfly roof, or any sloping roof with a minimum pitch of 3:12.
- 11.24.13** The partial second storey of a laneway house must not exceed 60% of the footprint of the laneway house, measured to the extreme outer limits of the partial second storey.

- 11.24.14** The location of a laneway house with a partial second storey must be:
- (a) within 7.9 m of the ultimate rear property line;
 - (b) at least 4.9 m, measured across the width of the site, from the one-family dwelling or one-family dwelling with secondary suite on the site;
 - (c) at least 0.9 m from the ultimate rear property line, except that the Director of Planning may relax the location to 0.6 m from the ultimate rear property line on sites less than 30.5 m in depth; and
 - (d) a distance from each side property line which is at least equal to the required side yards for the site as prescribed by the applicable district schedule.
- 11.24.15** The floor area of a laneway house must not exceed the lesser of:
- (a) 0.16 multiplied by the site area; and
 - (b) 83.6 m².
- 11.24.16** Despite section 10.21, the floor area of a laneway house, excluding any floor area used for enclosed parking, must be at least 26 m², except that the Director of Planning may allow a reduction to not less than 19 m² if the Director of Planning first considers the design of the laneway house and all applicable Council policies and guidelines.
- 11.24.17** Computation of floor area for a laneway house must include:
- (a) all floors, including earthen floor, 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;
 - (c) the floor area of a basement;
 - (d) floor area used for enclosed or covered parking; and
 - (e) 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 3.7 m, an additional amount equal to the area of the floor area below the excess.
- 11.24.18** Computation of floor area for a laneway house must exclude:
- (a) areas of 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;

- (b) floors located at or below finished grade with a ceiling height of less than 1.2 m;
- (c) covered porches if:
 - (i) their location is at the level of the basement or first storey,
 - (ii) they are open on at least one side or protected by guard rails, the height of which must not exceed the minimum specified in the Building By-law,
 - (iii) the total excluded floor area does not exceed 3 m², and
 - (iv) the ceiling height of the total excluded area does not exceed 2.75 m measured from the porch floor.

11.24.19 Computation of floor area for a laneway house may exclude:

- (a) open residential balconies, sundecks, roof decks, or any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, if:
 - (i) the total area of all open balcony, sundeck, or roof deck exclusions does not exceed 8 m², and
 - (ii) the open balconies, sundecks, or roof decks face the lane or, in the case of a corner site, the lane and flanking street or either of them;
- (b) patios and green roofs if the Director of Planning first approves the design of sunroofs, walls, and railings;
- (c) despite section 11.24.17(e), open to below spaces or double height volumes under sloping roofs with a pitch of at least 3:12 if:
 - (i) the vertical distance from the floor level to the ceiling does not exceed 4.5 m,
 - (ii) the ceiling attaches directly to the underside of the sloping roof rafter and follows its slope,
 - (iii) the excluded area does not exceed 25% of the maximum floor space under section 11.24.15, and
 - (iv) the excluded area, combined with the excluded area under subsection (d), does not exceed 25% of the maximum allowable floor area;
- (d) despite section 11.24.17(e), floor areas under sloping roofs with a pitch of at least 3:12 if:
 - (i) the vertical distance from the floor to any part of the ceiling is between 1.2 m and 2.1 m,
 - (ii) the ceiling attaches directly to the underside of the sloping roof rafter and follows its slope,

- (iii) the excluded floor area does not exceed 10% of the maximum floor area allowed under section 11.24.15, and
 - (iv) the excluded area, combined with the excluded area under subsection (c), does not exceed 25% of the maximum allowable floor area;
- (e) for units that have a partial second floor, an area not exceeding 2.75 m² for stairs, if the excluded area, combined with the excluded areas under subsections (c) and (d), does not exceed 25% of the maximum allowable floor area; and
 - (f) an area not exceeding 3.7 m² for residential storage space, clothes closets and linen closets.
- 11.24.20** A laneway house must include:
- (a) a minimum 75 mm wide trim around all doors and windows, excluding door sill trim, except where a window or door is recessed no less than 100mm behind the adjacent exterior wall faces; and
 - (b) a canopy over the main entry door.
- 11.24.21** A main entry door which faces the lane must be set back at least 1.5 m from the ultimate rear property line.
- 11.24.22** On a corner site, the main entry door of a laneway house must face the flanking street.
- 11.24.23** At least 10% of the building elevation facing the lane must contain windows no smaller than 1.1 m².
- 11.24.24** The setback provided in accordance with section 11.24.9(c) must be landscaped where not required for vehicle or fire access.
- 11.24.25** Wall cladding materials on a building elevation facing a lane or street must be continued in equal proportions, no less than 2.0 m along adjacent side walls or 1.2 m where the discontinuation of a material occurs at a change in the building wall plane, such as at a bay or chimney projection.
- 11.24.26** The Director of Planning may relax the design provisions in section 11.24.20, 11.24.21, 11.24.22, 11.24.23 or 11.24.25, if, in the opinion of the Director of Planning, the design of a laneway house meets the intent of the laneway house regulations and guidelines for quality and durability of design and architectural expression and is not compatible with one or more of the design requirements in those sections.
- 11.24.27** The Director of Planning may relax the provisions of sections 11.24.5, 11.24.7, and 11.24.12, if:

- (a) due to topography or other conditions peculiar to the site, literal enforcement would result in unnecessary hardship; and
- (b) the Director of Planning first considers:
 - (i) the effects on neighbouring properties with regard to overlook, massing and neighbourhood privacy, and
 - (ii) the intent of this Schedule and all applicable Council policies and guidelines.”

3. In the RS-1 District Schedule, in section 5.1, Council:

- (a) in subsection (b) strikes out “.” and substitutes “;”; and
- (b) after subsection (b) adds:
 - “(c) one-family dwelling with laneway house; and
 - (d) one-family dwelling with secondary suite and laneway house.”.

4. In the RS-1A District Schedule:

- (a) in section 1, after the word “permit”, Council adds “laneway houses and”;
- (b) in subsection 2.2.A(c), at the end, Council strikes out “;” and adds “, except that the floor area of a laneway house shall be deducted from the total allowable accessory building floor area;”;
- (c) to section 3.2.DW, at the end, Council adds:
 - “
 - Laneway House, subject to the provisions of section 11.24 of this By-law.”;
- (d) in section 4.7.3, Council:
 - (i) re-letters subsections (g) and (h) as (h) and (i), and
 - (ii) after sub-section (f) inserts “ (g) the floor area of a laneway house;”; and
- (e) in section 5.1, Council:
 - (i) in subsection (b) strikes out “.” and substitutes “;”, and
 - (ii) after subsection (b) adds:
 - “(c) one-family dwelling with laneway house; and
 - (d) one-family dwelling with secondary suite and laneway house.”

5. In the RS-1B District Schedule:

- (a) in section 1, at the end, Council strikes out “.” and adds “, and to conditionally permit laneway houses.”;

- (b) in subsection 2.2.A(c), at the end, Council strikes out “;” and adds “, except that the floor area of a laneway house shall be deducted from the total allowable accessory building floor area;”;
 - (c) to section 3.2.DW, at the end, Council adds:
 - “
 - Laneway House, subject to the provisions of section 11.24 of this By-law.”; and
 - (d) in section 4.7.3, Council:
 - (i) re-letters subsections (g) and (h) as (h) and (i), and
 - (ii) after sub-section (f) inserts “ (g) the floor area of a laneway house;”.
6. In the RS-2 District Schedule:
- (a) in section 1, after the word “permit”, Council adds “laneway houses and”;
 - (b) in subsection 2.2.A(c), at the end, Council strikes out “;” and adds “, except that the floor area of a laneway house shall be deducted from the total allowable accessory building floor area;”;
 - (c) to section 3.2.DW, at the end, Council adds:
 - “
 - Laneway House, subject to the provisions of section 11.24 of this By-law.”;
 - (d) in section 4.7.3, Council:
 - (i) re-letters subsections (g) and (h) as (h) and (i), and
 - (ii) after sub-section (f) inserts “ (g) the floor area of a laneway house;”;

and
 - (e) in section 5.1, Council:
 - (i) in subsection (b) strikes out “.” and substitutes “;”, and
 - (ii) after subsection (b) adds:
 - “ (c) one-family dwelling with laneway house; and
 - (d) one-family dwelling with secondary suite and laneway house.”.
7. In the RS-3 and 3A Districts Schedule:
- (a) in section 1, Council strikes out the first sentence and substitutes:

“The intent of this Schedule is to preserve and maintain the single-family residential character of the RS-3 and RS-3A Districts in a manner compatible with the existing amenity and design of development, to encourage new development that is similar in character to existing development in these Districts, and to conditionally permit laneway houses.”;

(b) in subsection 2.2.A(c), at the end, Council strikes out “;” and adds “, except that the floor area of a laneway house shall be deducted from the total allowable accessory building floor area;”;

(c) to section 3.2.DW, at the end, Council adds:

“

- Laneway House, subject to the provisions of section 11.24 of this By-law.”; and

(d) in section 4.7.3, Council:

- (i) re-letters subsections (i) and (j) as (j) and (k), and
- (ii) after sub-section (h) inserts “ (i) the floor area of a laneway house;”.

8. In the RS-4 District Schedule:

(a) in section 1 after the words “conditionally permit”, Council adds “laneway houses and”;

(b) in subsection 2.2.A(c) at the end, Council strikes out “;” and adds “, except that the floor area of a laneway house shall be deducted from the total allowable accessory building floor area;”;

(c) to section 3.2.DW, at the end, Council adds:

“

- Laneway House, subject to the provisions of section 11.24 of this By-law.”; and

(d) in section 4.7.3, Council:

- (i) re-letters subsections (g) and (h) as (h) and (i), and
- (ii) after sub-section (f) inserts “ (g) the floor area of a laneway house;”.

9. In the RS-5 District Schedule, in section 5.1, Council:

(a) in subsection (b) strikes out “.” and substitutes “;”; and

(b) after subsection (b) adds:

- “ (c) one-family dwelling with laneway house; and
- (d) one-family dwelling with secondary suite and laneway house.”

10. In the RS-6 District Schedule:

- (a) in section 1, Council strikes out the first sentence and substitutes:

“The intent of this Schedule is to maintain the single-family residential character of the District, to encourage a high standard of building design, materials, and landscape development while allowing design diversity in new development, to encourage retention of existing housing stock, and to conditionally permit laneway houses.”;
- (b) in subsection 2.2.A(c), at the end, Council strikes out “;” and adds “, except that the floor area of a laneway house shall be deducted from the total allowable accessory building floor area;”;
- (c) to section 3.2.DW, at the end, Council adds:

“

 - Laneway House, subject to the provisions of section 11.24 of this By-law.”;
- (d) in section 4.7.3, Council:
 - (i) re-letters subsections (j) and (k) as (k) and (l), and
 - (ii) after sub-section (i) inserts “ (j) the floor area of a laneway house;”;and
- (e) in section 5.1, Council:
 - (i) after subsection (b) adds:
 - “(c) one-family dwelling with laneway house; and
 - (d) one-family dwelling with secondary suite and laneway house.”

11. In the RS-7 District Schedule:

- (a) in section 1, Council strikes out the first sentence and substitutes:

“The intent of this Schedule is: to maintain the single-family residential character of the RS-7 District; on typical smaller lots, to conditionally permit two-family dwellings, multiple conversion dwellings and laneway houses; and on larger lots, to conditionally permit multiple dwellings and infill.”;
- (b) in subsection 2.2.A(c) “, after the words “section 4.7.4(c) of this Schedule”, Council adds “and the floor area of a laneway house,”;

- (c) to section 3.2.DW, at the end, Council adds:
- “
- Laneway House, subject to the provisions of section 11.24 of this By-law.”;
- (d) in section 4.7.4, Council:
- (i) re-letters subsections (j) and (k) as (k) and (l), and
 - (ii) after sub-section (i) inserts “ (j) the floor area of a laneway house;”;
- and
- (e) in section 5.1, Council:
- (i) re-letters subsections (c) and (d) as (e) and (f) respectively, and
 - (ii) after subsection (b) adds:
 - “ (c) one-family dwelling with laneway house; and
 - (d) one-family dwelling with secondary suite and laneway house.”.

Severability

12. 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

13. 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

**Zoning and Development Fee By-law amending By-law
regarding laneway houses**

The attached By-law will implement Council's resolution of June 11, 2013, to amend the Zoning and Development Fee By-law regarding permit fees for laneway houses.

Director of Legal Services
July 9, 2013



BY-LAW NO. _____

**A By-law to amend Zoning and Development Fee By-law No. 5585
regarding laneway houses and fees**

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

1. This By-law amends the indicated provisions of Schedule 1 to the Zoning and Development Fee By-law.
2. Council repeals the heading to Schedule 1, and substitutes:
“One-Family Dwelling, One-Family Dwelling with Secondary Suite, Two-Family Dwelling and Two-Family Dwelling with Secondary Suite, Laneway House”
3. After section 1D of Schedule 1, Council adds:
“1E. For a permit for a laneway house:
 - (a) where the laneway house is one-storey and there is no relaxation of siting or maximum height required..... \$1,000.00
 - (b) in all other cases.....\$1,520.00”
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 Parking By-law
Re: Laneway Houses**

On June 11, 2013, Council resolved to amend the Parking By-law to make amendments regarding laneway houses. 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
July 9, 2013

Miscellaneous text amendments
Re: Laneway Houses



BY-LAW NO. _____

A By-law to amend Parking By-law No. 6059

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

1. This By-law amends the indicated provisions of the Parking By-law.
2. In section 4.8.10, Council strikes out “, except that any parking area that is not covered or enclosed on a site that includes a laneway house must be permeable.” and substitutes “.”.
3. After section 4.8.12, Council adds:

“4.8.13 Requirements for Laneway House Parking Space

On a site with a laneway house:

 - (a) there shall be at least one unenclosed and uncovered parking space outside of a building or structure; and
 - (b) any uncovered parking space must have a permeable surface.”
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**Vancouver Development Cost Levy By-law
Amending By-law Re: Rates**

On June 26, 2013, Council resolved to amend the Vancouver Development Cost Levy By-law, regarding DCL rates, effective September 30, 2013. This By-law implements that resolution.

Director of Legal Services
July 9, 2013

 BY-LAW NO. _____

**A By-law to amend
Vancouver Development Cost Levy By-law No. 9755
regarding 2013 rate adjustments**

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

1. From section 3.2 of the Vancouver Development Cost Levy By-law, Council from:
 - a) the first line, strikes out “\$134.55”, and substitutes “\$136.38”;
 - b) each of subsections (a) and (b), strikes out “\$31.32”, and substitutes “\$31.75”;
and
 - c) subsection (c), strikes out “\$53.82”, and substitutes “\$54.57”.

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

3. This By-law is to come into force and take effect on September 30, 2013.

ENACTED by Council this day of , 2013

Mayor

City Clerk

EXPLANATION**Area Specific Development Cost Levy By-law
Amending By-law Re: Rates**

On June 26, 2013, Council resolved to amend the Area Specific Development Cost Levy By-law, regarding DCL rates effective September 30, 2013, and this By-law implements that resolution.

Director of Legal Services
July 9, 2013

 BY-LAW NO. _____

A By-law to amend
Area Specific Development Cost Levy By-law No. 9418
regarding 2013 rate adjustments

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

1. In section 3.2 of the Area Specific Development Cost Levy By-law, Council from:
 - a) the first line, strikes out "\$90.53", and substitutes "\$91.71"; and
 - b) from subsection (a), strikes out "\$36.21", and substitutes "\$36.68".
2. In section 3.3 of the Area Specific Development Cost Levy By-law, Council from:
 - a) the first line, strikes out "\$123.11", and substitutes "\$124.71"; and
 - b) from subsection (a), strikes out "\$49.24", and substitutes "\$49.88".
3. In section 3.4 of the Area Specific Development Cost Levy By-law, Council from:
 - a) the first line, strikes out "\$69.81", and substitutes "\$70.72";
 - b) from subsections (a) and (b), strikes out "\$28.90", and substitutes "\$29.27";
and
 - c) from subsection (c), strikes out "\$42.96", and substitutes "\$43.52".
4. In section 3.5 of the Area Specific Development Cost Levy By-law, Council from the first line, strikes out "\$184.21", and substitutes "\$186.61".
5. In section 3.6 of the Area Specific Development Cost Levy By-law, Council from the first line, strikes out "\$35.47", and substitutes "\$35.93".
6. In section 3.7 of the Area Specific Development Cost Levy By-law, Council from the first line, strikes out "\$56.54", and substitutes "\$57.27".
7. In section 3.8 of the Area Specific Development Cost Levy By-law, Council from:
 - a) the first line, strikes out "\$8.71", and substitutes "\$8.82"; and
 - b) from subsection (a), strikes out "\$34.83", and substitutes "\$35.28".

8. In section 3.9 of the Area Specific Development Cost Levy By-law, Council from:
 - a) the first line, strikes out “\$79.49”, and substitutes “\$80.53”; and
 - b) from subsections (a) and (b), strikes out “\$32.23”, and substitutes “\$32.65”.
9. In section 3.10 of the Area Specific Development Cost Levy By-law, Council from:
 - a) the first line, strikes out “\$182.73”, and substitutes “\$185.10”; and
 - b) from subsection (a), strikes out “\$27.72”, and substitutes “\$28.08”.
10. In section 3.11 of the Area Specific Development Cost Levy By-law, Council from the first line, strikes out “\$134.55”, and substitutes “\$136.38”.
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.
12. This By-law is to come into force and take effect on September 30, 2013.

ENACTED by Council this day of , 2013

Mayor


City Clerk

EXPLANATION**A By-law to amend CD-1 By-law No. 5705
Re: 2678 West Broadway**

After a public hearing on June 18, 2013, Council approved without conditions text amendments to CD-1 (158) By-law No. 5705, for the site at 2678 West Broadway. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 9, 2013

2678 West Broadway

 BY-LAW NO. _____

A By-law to amend CD-1 By-law No. 5705

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. 5705.
2. Council strikes out sections 3, 4, 5 and 6 and substitutes:

“3 Uses

3.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (158).

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

- (a) Dwelling Uses, limited to Multiple Dwelling and to Dwelling Units in conjunction with any use in this section 3.2;
- (b) Institutional Uses, limited to School - Elementary or Secondary;
- (c) Office Uses;
- (d) Retail Uses;
- (e) Service Uses; and
- (f) Accessory Uses customarily ancillary to the uses listed in this section 3.2.

4 Conditions of Use

4.1 All institutional, office, retail and service uses must only be carried on in the Northerly Portion of CD-1 (158).

5 Floor Area and Density

5.1 Computation of floor area for the Northerly Portion must assume that the site consists of 1,884 m².

5.2 The maximum floor space ratio for the Northerly Portion must not exceed 3.00, except that the maximum floor space ratio for dwelling uses in the Northerly Portion must not exceed 1.09.

5.3 Computation of floor area for the Southerly Portion must assume that the site consists of 1,179 m².

5.4 The maximum floor space ratio for the Southerly Portion must not exceed 0.93.

5.5 Computation of floor area must include all floors of all buildings, having a minimum ceiling height of 1.2 m, including earthen floors and accessory buildings, both above and below ground level, to be measured to the extreme outer limits of the building.

5.6 Computation of floor area 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, provided that the total area of all exclusions does not exceed 8% of the residential floor area being provided;
- (b) patios and roof gardens, provided that 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:
 - (i) are at or below the base surface, provided that the maximum exclusion for a parking space shall not exceed 7.3 m in length, or
 - (ii) are above the base surface and where developed as off-street parking are located in an accessory building situated in the rear yard, provided that the maximum exclusion for a parking space shall not exceed 7.3 m in length;
- (d) amenity areas, including child day care facilities, recreational facilities and meeting rooms accessory to a residential use, to a maximum total area of 10% of the total permitted floor area, provided that for child day care facilities the Director of Planning, on the advice of the Director of Social Planning, is satisfied that there is a need for a day care facility in the immediate neighbourhood; and
- (e) all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m² per dwelling unit, there will be no exclusion for any of the residential storage space above base surface for that unit.

5.7 Computation of floor area may exclude:

- (a) enclosed residential balconies, provided that the Director of Planning first considers all applicable policies and guidelines adopted by Council and approves the design of any balcony enclosure, subject to the following:

- (i) the total area of all open and enclosed balcony or sundeck exclusions does not exceed 8% of the residential floor area being provided, and
- (ii) no more than 50% of the excluded balcony floor area may be enclosed.

5.8 The use of floor area excluded under sections 5.6 and 5.7 must not include any purpose other than that which justified the exclusion.

6 Height

6.1 The maximum height of a building in the Northerly Portion must not exceed 12.192 m.

6.2 The maximum height of a building in the Southerly Portion must not exceed 10.668 m.”

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

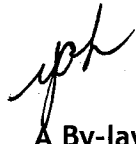
EXPLANATION

**Heritage Designation By-law
Re: 2322 Ontario Street**

At a public hearing on June 18, 2013, Council approved a recommendation to designate the structure and exterior envelope, of the improvements and exterior building materials of a building at 2322 Ontario Street as protected heritage property. Enactment of the attached By-law will achieve the designation.

**Director of Legal Services
July 9, 2013**

2322 Ontario Street



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

2322 Ontario Street
Vancouver, B.C.

Parcel Identifier: 014-742-144
The South 30 Feet of
Lot 1
Block 45
District Lot 200A
Plan 197

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**Authorization to enter into a
Heritage Revitalization Agreement
Regarding 2322 Ontario Street**

After a public hearing held on June 18, 2013, Council resolved to enter into a By-law to authorize an agreement regarding 2322 Ontario Street, pursuant to Section 592 of the *Vancouver Charter*. Enactment of the attached By-law will achieve this.

Director of Legal Services
July 9, 2013

2322 Ontario Street

 BY-LAW NO. _____

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

PREAMBLE

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

Certain property bearing the civic address of 2322 Ontario Street, and the following legal description:

Parcel Identifier: 014-742-144
The South 30 Feet of
Lot 1
Block 45
District Lot 200A
Plan 197

contains a heritage building.

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

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

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

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

ENACTED by Council this day of , 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)

Signature of Agent

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

(PID)

(LEGAL DESCRIPTION)

014-742-144

The South 30 Feet of Lot 1 Block 45 District Lot 200A Plan 197

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

SEE SCHEDULE

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

(a) Filed Standard Charge Terms

D.F. No.

(b) Express Charge Terms

Annexed as Part 2

(c) Release

There is no Part 2 of this instrument

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

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

STEPHEN DELLER, Businessman

FIRST NATIONAL FINANCIAL GP CORPORATION, (Incorporation No. A0067816), as to priority

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

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

7. ADDITIONAL OR MODIFIED TERMS:*

N/A

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

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
<hr/> (Solicitor/Notary)				<hr/> STEPHEN DELLER
				FIRST NATIONAL FINANCIAL GP CORPORATION, by its authorized signatory(ies):
				<hr/> Print Name:
<hr/> (Solicitor/Notary) as to both signatures				<hr/> Print Name:

OFFICER CERTIFICATION:

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

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

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

**LAND TITLE ACT
FORM D
EXECUTIONS CONTINUED**

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

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

OFFICER CERTIFICATION:

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

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

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

**LAND TITLE ACT
FORM E
SCHEDULE**

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

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant	Article 2, pages 7-9	Transferee
Priority Agreement granting above Section 219 Covenant priority over Mortgage CA1383778	page 14	Transferee
Statutory Right of Way	Article 4, pages 9 - 10	Transferee
Priority Agreement granting above Statutory Right of Way priority over Mortgage CA1383778	page 14	Transferee
Equitable Charge	Article 5, page 10	Transferee
Priority Agreement granting above Equitable Charge priority over Mortgage CA1383778	page 14	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 2322 Ontario 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 residential building situated on the Lands which is considered to be of heritage value and which is listed in the 'C' category on the City of Vancouver's Heritage Register (the "Heritage Building").
- C. The Owner wishes to develop the Lands by:
- (i) rehabilitating the Heritage Building;
 - (ii) converting it to a two unit Multiple Conversion Dwelling (as that term is defined in the *Zoning & Development By-law*);

and under development permit application no. DE416106 (the "DP Application") has applied to the City of Vancouver ("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 the Heritage Building as a protected heritage property under the provisions of the *Vancouver Charter SBC 1953 c.55*.

THEREFORE, pursuant to Section 592 of the *Vancouver Charter SBC 1953 c.55*, and in consideration of the payment \$10 by the City to the Owner, the mutual obligations and benefits given herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
DEFINITIONS

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

- (a) "City" means the municipality of the City of Vancouver continued under the *Vancouver Charter* and "City of Vancouver" means its geographic location and area;
- (b) "Conservation Plan" means a written plan and guidelines prepared by and/or under the supervision of a Heritage Consultant and explicitly accepted by the City for the rehabilitation and conservation of the Heritage Building as provided for hereunder;
- (c) "Development" means the proposed development project as described above in the introductory paragraphs hereto to rehabilitate the Heritage Building and

convert it to a two unit Multiple Conversion Dwelling pursuant to the DP Application;

- (d) **“Development Permit”** means any development permit(s) issued by the City under the DP Application in respect of the Development, as such permit(s) may be modified or amended from time to time, including, without limitation, all final reports, plans, drawings and specifications relating thereto;
- (e) **“Director of Planning”** means City’s Director of Planning appointed under the provisions of the *Vancouver Charter*;
- (f) **“DP Application”** has the meaning given above in the introductory paragraphs hereto;
- (g) **“Heritage Building”** has the meaning given above in the introductory paragraphs herein;
- (h) **“Heritage Consultant”** means an independent, heritage building rehabilitation and conservation expert, knowledgeable and experienced in and duly qualified for planning and supervising rehabilitation and conservation work for heritage buildings;
- (i) **“Heritage Designation”** means the City’s designation of the Heritage Building as a protected heritage property pursuant to section 593 of the *Vancouver Charter*;
- (j) **“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;
- (k) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c.250;
- (l) **“Owner”** means the registered owner or owners of the Lands;
- (m) **“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;
- (n) **“Rehabilitation Work”** has the meaning given below herein;
- (o) **“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;
- (p) **“Zoning & Development By-law”** means the City’s *Zoning & Development By-law No. 3575* and any amendments thereto and replacements thereof.

ARTICLE 2
SECTION 219 COVENANT
Rehabilitation & Conservation of Heritage Building

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

- (a) the Owner, at the Owner's expense, and to the satisfaction of the Director of Planning:
 - (i) within 24 months after the date upon which the Development Permit is issued, plus any additional time by which the date of expiry of the Development Permit may be extended under the provisions of the *Zoning and Development By-law*, but in any event by no later than 30 months after the date upon which this covenant is registered on title to the Lands, shall rehabilitate or cause the rehabilitation of the Heritage Building and shall do so in accordance with this agreement, the Development Permit and the Conservation Plan (the "**Rehabilitation Work**");
 - (ii) shall ensure that a Heritage Consultant supervises the Rehabilitation Work;
 - (iii) shall ensure that, at all times during the carrying out of the Rehabilitation Work, the Heritage Building is secure from vandalism and occupation by squatters;
 - (iv) at all times after and while this agreement is registered on title to the Lands, shall keep the Heritage Building insured to its full replacement value against all perils, including, without limitation, damage or destruction by earthquake; and
 - (v) on completion of the Rehabilitation Work as required by this agreement, shall cause a Heritage Consultant to submit to the Director of Planning, a signed statement stating explicitly that the Rehabilitation Work has been completed in accordance with the Conservation Plan;
- (b) after completion of the Rehabilitation Work in accordance herewith, the Owner, at the Owner's expense, will do all things reasonably necessary to conserve the Heritage Building as rehabilitated and, in any event, keep it in good condition in all respects at all times;
- (c) except for ordinary maintenance and repair work, the Owner will not and will not suffer or permit anyone else to do anything at anytime to alter, modify or reconfigure or that will result in any alteration, modification or reconfiguration of the Heritage Building in any way except as may be permitted or required by this agreement, the Conservation Plan and/or any development, building and/or heritage alteration permits issued by the City;
- (d) 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;

- (e) 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;
- (f) if at anytime, in default under this agreement, the Owner, in the City's opinion, fails to perform its obligations as required hereby to rehabilitate and conserve the Heritage Building and fails to rectify any such default within 30 days, or within such other longer time as the City may explicitly permit, after notice from the City to so rectify such default, the City, on the Owner's behalf and at the Owner's expense, may, but will be under not be obligated to, rectify the Owner's default;
- (g) 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 in any and all other respects; and

- (h) if the Rehabilitation Work is not completed in accordance herewith within the time prescribed in paragraph 2.1(a)(i), and if it still has not been so completed thereafter on the expiry of 120 days after the City has delivered to the Owner a notice of default in respect of the failure to so complete the Rehabilitation Work within that prescribed time, the City may, in its discretion, without further notice to and without further consent or agreement of the Owner, terminate this agreement effective immediately and take all steps necessary to duly and effectively terminate it and remove from title to the Lands all notice and registration of it, in which case, at all times thereafter, except as may otherwise be explicitly provided for herein, this agreement, including the *Zoning & Development By-Law* variations contained in Article 6, but excluding the equitable charge contained in Article 5 if the City, in its discretion, chooses for any reason to keep it in effect, will be terminated and no longer be of any force or effect. The Owner hereby releases and forever discharges the City and its officials, officers, employees and agents from any and all liability for any loss, injury, damage or expense of any kind that the Owner may suffer, incur or experience and will indemnify the City for any loss, injury, damage or expense it may suffer, incur or experience and will indemnify the City and its officials, officers, employees and agents for any complaints, demands, claims, suits, actions, judgments and/or orders for any loss, injury, damage or expense anyone else may suffer, incur or experience as a result of or relating to any termination of this agreement pursuant to this paragraph. The release and promise of indemnification contained in this paragraph will survive discharge and termination of this agreement in any and all other respects.

ARTICLE 3 STATUTORY RIGHT OF WAY

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

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

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

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

6.3 The I-1 District Schedule to the *Zoning & Development By-law* is hereby varied as follows for Lands, for purposes of the Development:

- (a) Section 3.2.DW of the I-1 District Schedule is varied to permit a two unit Multiple Conversion Dwelling;
- (b) Section 4.5.2 of the I-1 District Schedule is varied to permit side yards less than 0.9 metres in depth;
- (c) Section 4.6 of the I-1 District Schedule is varied so that a rear yard is not required;

- (d) Section 4.7.1 of the I-1 District Schedule is varied to permit for residential uses an FSR of 1.79; and
- (e) Section 4.7.2 of the I-1 District Schedule is varied so that the Director of Planning may exclude from the calculation of floor space area, covered porches and verandas.

ARTICLE 7 NOTICES

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

- (a) if to the Owner, to 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 8 GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charge" means the mortgage registered under number CA1383778;
- (b) "Existing Chargeholder" means First National Financial GP Corporation;
- (c) "New Charges" mean the Section 219 Covenant, the Statutory Right of Way and the Equitable Charge contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

END OF DOCUMENT

EXPLANATION**A By-law to amend the Noise By-law
Re: 611 Main Street**

After the public hearing on February 21, 2013, Council resolved to amend the Noise By-law regarding this site. The Director of Planning has advised that all prior to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 9, 2013

611 Main Street

BY-LAW NO. _____



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

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

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

“HA-1A”

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

“CD-1 (547) By-law No. 10737 611 Main Street”

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

ENACTED by Council this _____ day of _____, 2013

Mayor

City Clerk

EXPLANATION**A By-law to amend the Parking By-law
Re: 611 Main Street**

After the public hearing on February 21, 2013, Council resolved to amend the Parking By-law regarding this site. The Director of Planning has advised that all prior to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 9, 2013

EXPLANATION**A By-law to amend the Sign By-law
Re: 611 Main Street**

After the public hearing on February 21, 2013, Council resolved to amend the Sign By-law regarding this site. The Director of Planning has advised that all prior to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 9, 2013

611 Main Street

yph 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:
"611 Main Street CD-1 (547) By-law No. 10737 C (HA-1A)"

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