

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 6010-6050 Oak Street**

After the public hearing on November 13, 2012, Council resolved to amend the Zoning and Development By-law to create a CD-1 By-law for 6010-6050 Oak Street. 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
February 4, 2014

6010-6050 Oak Street



BY-LAW NO. _____

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

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

Zoning District Plan amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-650 (b) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D to By-law No. 3575.

Definitions

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

“Lock-off Unit” means a smaller dwelling unit within a larger principal dwelling unit, which must have separate external access and shared internal access, and which can be locked off from the larger dwelling unit, but does not include a secondary suite; and

“Principal Dwelling Unit with Lock-off Unit” means a larger principal dwelling unit, containing a smaller dwelling unit which must have separate external access and shared internal access, and which can be locked off from the larger principal dwelling unit.

Uses

3.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (559).

3.2 Subject to approval by Council 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 (559) and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Dwelling Use, limited to Multiple Dwelling and Principal Dwelling Unit with Lock-off Unit; and

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

Floor Area and Density

- 4.1 Computation of floor space ratio must assume that the site consists of 2 282.98 m², being the site size at the time of the application for the rezoning evidenced by this By-law.
- 4.2 Floor space ratio for all uses must not exceed 1.2.
- 4.3 The number of Principal Dwelling Units on the site must not exceed 19.
- 4.4 The number of Lock-off Units on the site must not exceed 9.
- 4.5 Computation of floor area must include:
 - (a) all floors, including earthen floor, 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, to be measured by their gross cross-sectional areas, and included in the measurements for each floor at which they are located.
- 4.6 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 exclusion does not exceed 8% of permitted floor area;
 - (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 of floors 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, and the maximum exclusion for heating and mechanical equipment must not exceed 1.4 m² for each principal dwelling unit;
 - (d) areas of undeveloped floors which are 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; and

(e) all residential storage space below base surface.

4.7 The use of floor area excluded under section 4.6 must not include any purpose other than that which justified the exclusion.

Sub-areas

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

Figure 1



6010-6050 Oak Street - Site Sub-Areas



Height

6. The building height, measured above base surface, must not exceed:
 - (a) 11.43 m in Sub-area A; and
 - (b) 9.15 m in Sub-area B, except that the Director of Planning may permit portions of the roof, roof access, guards or other features which, in the opinion of the Director of Planning are similar, to exceed the maximum height by a maximum of 1.53 m, if the Director of Planning first considers:
 - (i) the effects on public and private views, shadowing, privacy, and noise impacts, and
 - (ii) all applicable policies and guidelines adopted by Council.

Setbacks

- 7.1 Setbacks must be at least:
 - (a) 4.8 m from the west property line;
 - (b) 3.6 m from the east property line; and
 - (c) 2.4 m from the north and south property lines.
- 7.2 Despite section 7.1, the Director of Planning may permit certain portions of the building to project up to 1.14 m into the required setbacks, if:
 - (a) the Director of Planning first considers all applicable policies and guidelines adopted by Council; and
 - (b) those portions of the building which project into the required setbacks are:
 - (i) balconies, eaves or bays or similar features which measure no more than 7.3 m in height or width, or
 - (ii) located below the first storey facing Oak Street, or
 - (iii) designed to meet building energy performance goals, required by Council-approved policies and guidelines.

Horizontal Angle of Daylight

- 8.1 Each habitable room must have at least one window on an exterior wall of a building.
- 8.2 The location of each such exterior window must allow a plane or planes extending from the window and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, to encounter no obstruction over a distance of 24.0 m.
- 8.3 Measurement of the plane or planes referred to in section 8.2 must be horizontally from the centre of the bottom of each window.

8.4 If:

- (a) the Director of Planning or Development Permit Board first considers all 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 (559).

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

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

Acoustics

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

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

Severability

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

Force and Effect

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

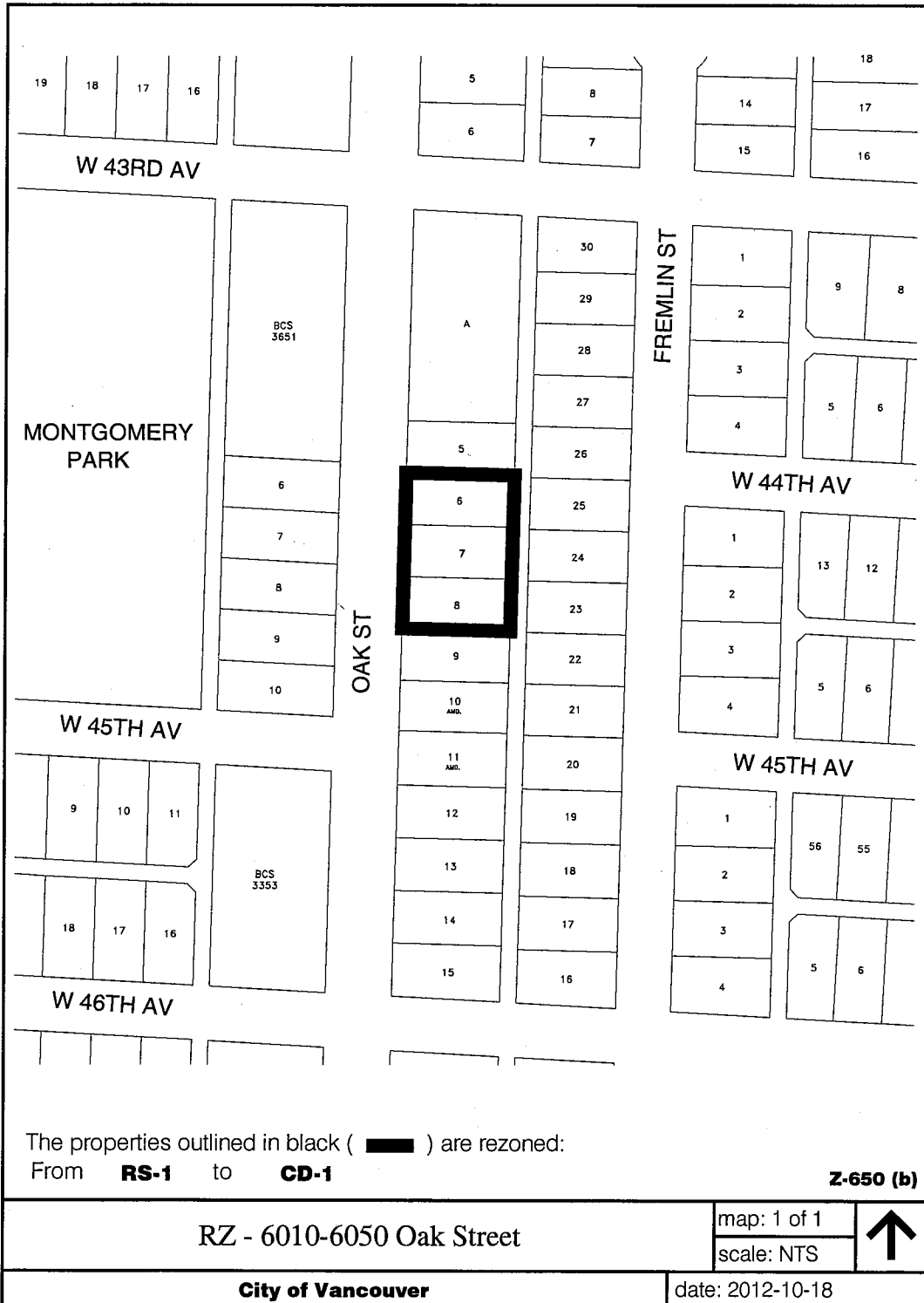
ENACTED by Council this

day of

, 2014

Mayor

City Clerk



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

Z-650 (b)

RZ - 6010-6050 Oak Street

map: 1 of 1
 scale: NTS



City of Vancouver

date: 2012-10-18

EXPLANATION**Heritage Designation By-law
Re: 304 East 28th Avenue**

Following a public hearing on December 17, 2013, on January 21, 2014, Council approved recommendations to designate the structure and exterior envelope of the improvements and exterior building materials of the heritage building at 304 East 28th Avenue as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
February 4, 2014

304 East 28th Avenue
The Walden 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 heritage
building

304 East 28th Avenue
Vancouver, B.C.

PID: 014-713-527
LOT 32
BLOCKS 65 to 68
DISTRICT LOT 632
PLAN 1329

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 _____, 2014

Mayor

City Clerk

EXPLANATION**Heritage Revitalization Agreement
Re: 304 East 28th Avenue**

Following a public hearing on December 17, 2013, on January 21, 2014, Council resolved to enter into a Heritage Revitalization Agreement regarding 304 East 28th Avenue pursuant to Section 592 of the *Vancouver Charter*. Enactment of the attached By-law will achieve this.

Director of Legal Services
February 4, 2014

304 East 28th Avenue
The Walden 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 304 East 28th Avenue, and the following legal description:

PID: 014-713-527
LOT 32
BLOCKS 65 to 68
DISTRICT LOT 632
PLAN 1329

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 _____, 2014

Mayor

City Clerk

**LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia**

UNLOCK 1382472789 PAGE 1 OF 19 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)
Heidi Granger, Solicitor
City of Vancouver
453 West 12th Avenue
Vancouver BC V5Y 1V4

Import Profile

LTO Client number: 10647
 Phone number: 604.829.2001
 Matter number: 13-1184

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
 [PID] [LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES

Pick up STC?

Use 30 Parcel Schedule

Use 3 Parcel Schedule

3. NATURE OF INTEREST
SEE SCHEDULE

CHARGE NO. ADDITIONAL INFORMATION

Use 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

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

Use Schedule

**MICHAEL BRUCE HAMBROOK
 COAST CAPITAL SAVINGS CREDIT UNION (INCORPORATION NO. FI146), AS TO PRIORITY**

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

Use Schedule

**CITY OF VANCOUVER
 A MUNICIPAL CORPORATION
 453 WEST 12TH AVENUE
 VANCOUVER BC V5Y 1V4 BRITISH COLUMBIA
 CANADA**

Joint Tenants?

7. ADDITIONAL OR MODIFIED TERMS:
N/A

Use Schedule

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

Y	M	D
13		

Transferor(s) Signature(s)

MICHAEL BRUCE HAMBROOK

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.

More Signatures

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

(as to both signatures)

Execution Date		
Y	M	D
13		

Transferor / Borrower / Party Signature(s)

COAST CAPITAL SAVINGS
CREDIT UNION
by its authorized signatory(ies):

Name:

Name:

OFFICER CERTIFICATION:

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

More Signatures

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y	M	D
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.

More Signatures

**LAND TITLE ACT
FORM E**

SCHEDULE

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

014-713-527

LOT 32 BLOCKS 65 TO 68 DISTRICT LOT 632 PLAN 1329

No PID NMBR

STC? YES

Pick up STC?

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

No PID NMBR

STC? YES

Pick up STC?

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

No PID NMBR

STC? YES

Pick up STC?

Additional 30 Parcel Schedule

Additional 3 Parcel Schedule

**LAND TITLE ACT
FORM E****SCHEDULE**

PAGE 5 OF 19 PAGES

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Article 2, Pages 8 to 11
Priority Agreement		Priority Agreement granting the above Covenant priority over Mortgage CA2849505 Page 19
Statutory Right of Way		Article 5, Page 13
Priority Agreement		Priority Agreement granting the above Statutory Right of Way priority over Mortgage CA2849505 Page 19
Equitable Charge		Article 7, Page 14
Priority Agreement		Priority Agreement granting the above Equitable Charge priority over Mortgage CA2849505 Page 19

More Pages

TERMS OF INSTRUMENT - PART 2
HERITAGE REVITALIZATION AGREEMENT

WHEREAS:

- A. The Owner (as defined herein) is the registered owner of the parcel of land at 304 East 28th Avenue and 4405 Sophia Street in the 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 “**Walden House**”, which is considered to be of heritage value (the “**Heritage Building**”).
- C. The Owner wishes to develop the Lands by:
- (i) restoring and rehabilitating the Heritage Building which will be maintained as a One-Family Dwelling;
 - (ii) constructing a new One-Family Dwelling with a secondary suite in the front of the Lands fronting onto Sophia Street; and
 - (iii) subdividing the Lands into two new parcels, one of which will contain the Heritage Building (the “**Heritage Parcel**”) and one of which contain the new One-Family Dwelling (the “**New House Parcel**”),
- and under development permit application Nos. DE416945 and DE416946 (the “**DP Applications**”) has applied to the City for development permits for that purpose.
- D. The Owner proposes that, in exchange for a number of variations to the City of Vancouver (“**City**”) *Zoning & Development By-law* needed for the proposed project as contemplated under the DP Applications, the Owner will enter into a heritage revitalization agreement in respect of the Heritage Building and accept the adding of the Heritage Building to the City’s Heritage Register, in the ‘B’ category therein, and the designation of the Heritage Building as a protected heritage property under the provisions of the *Vancouver Charter* SBC 1953 c.55.

THEREFORE, pursuant to Section 592 of the *Vancouver Charter* SBC 1953 c.55, and in consideration of the payment 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 on the Heritage Parcel and maintain the Heritage Building as a One-Family Dwelling, construct a new One-Family Dwelling on the Lands and subdivide the Lands to create the Heritage Parcel and the New House Parcel;
- (d) **"Development Permits"** means any development permit(s) issued by the City under the DP Applications 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 Applications"** has the meaning given above in the introductory paragraphs hereto;
- (g) **"Dwelling Unit"** has the meaning given under the *Zoning & Development By-law*;
- (h) **"Heritage Building"** has the meaning given above in the introductory paragraphs herein;
- (i) **"Heritage Consultant"** means an independent, heritage building rehabilitation and conservation expert, knowledgeable and experienced in and duly qualified for planning and supervising rehabilitation and conservation work for heritage buildings;
- (j) **"Heritage Designation"** means the City's designation of the Heritage Building as a protected heritage property pursuant to section 593 of the *Vancouver Charter*;
- (k) **"Heritage Parcel"** means the new parcel of land to be created by the Subdivision which is to contain the Heritage Building;
- (l) **"Lands"** has the meaning given above in the introductory paragraphs hereto and includes any other parcels of land into which the Lands may at any time in any way be consolidated or subdivided;
- (m) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c.250;

- (n) **“New Building”** means the new One-Family Dwelling contemplated for construction on the New House Parcel under the DP Applications as described in the introductory paragraphs hereto;
- (o) **“New House Parcel”** means the new parcel of land to be created by the Subdivision which is to contain the New Building;
- (p) **“One-Family Dwelling”** has the meaning given under the *Zoning & Development By-law*;
- (q) **“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;
- (r) **“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;
- (s) **“Rehabilitation Work”** has the meaning given below herein;
- (t) **“Subdivision”** means the proposed subdivision of the Lands contemplated in respect of the DP Applications which is to create two new parcels of the Lands, one for the Heritage Building and one for the New Building as described above in the introductory paragraphs hereto;
- (u) **“Subdivision By-law”** means the City’s Subdivision By-law No. 5208 and any amendments thereto and replacements thereof;
- (v) **“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; and
- (w) **“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 twenty-four (24) months after the date upon which the Development Permits are issued, plus any additional time by which the date of expiry of the Development Permits may be extended under the provisions of the *Zoning and Development By-law*, but in any event by no later than thirty (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 Permits and the Conservation Plan (the “**Rehabilitation Work**”);
 - (ii) shall ensure that a Heritage Consultant supervises the Rehabilitation Work;
 - (iii) shall ensure that, at all times during the carrying out of the Rehabilitation Work, the Heritage Building is secure from vandalism and occupation by squatters; and
 - (iv) on completion of the Rehabilitation Work as required by this agreement, shall cause a Heritage Consultant to submit to the Director of Planning, a signed statement stating explicitly that the Rehabilitation Work has been completed in accordance with the Conservation Plan;
- (b) nobody will in any way use or occupy 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 New Building may be ready for occupancy, the City will be under no obligation to issue any occupancy permit for either the Heritage Building or the New Building or any part thereof it at any time after this agreement is registered on title to the Lands, until:
- (i) the Rehabilitation Work has been completed in accordance herewith;
 - (ii) the Owner, as required above herein, has submitted or caused to be submitted to the Director of Planning a signed written statement prepared by a Heritage Consultant stating explicitly that the Rehabilitation Work has been completed in accordance with the Conservation Plan; and
 - (iii) the City has given the Owner a written notice or confirmation by which the City explicitly accepts or confirms its acceptance that the Rehabilitation Work has been completed in accordance herewith;
- (c) the City may revoke at anytime any occupancy permit(s) issued for 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 either the Heritage Building or the New Building, as the case may be, is vacated and unoccupied in accordance with this agreement;

- (d) after completion of the Rehabilitation Work in accordance herewith, the Owner, at the Owner's expense, will do all things reasonably necessary to conserve the Heritage Building as rehabilitated and, in any event, keep it in good condition in all respects at all times;
- (e) at all times after and while this agreement is registered on title to the Lands, the Owner, at the Owner's expense, shall keep the New Building and the Heritage Building insured to its full replacement value against all perils, including, without limitation, damage or destruction by earthquake;
- (f) except for maintenance and repair work, the Owner will not and will not suffer or permit anyone else to do anything at anytime to renovate, alter, modify or reconfigure or that will result in any alteration, modification or reconfiguration of the Heritage Building in any way except as may be permitted or required by this agreement, the Conservation Plan and/or any development and/or heritage alteration permits issued by the City;
- (g) the Owner shall not at any time and shall not suffer or permit anyone else to at anytime do anything that will obscure, deface or remove in any way any heritage related commemorative plaque the City, at its expense, may attach to the Heritage Building pursuant to the statutory right of way granted to pursuant to Article 4 hereof;
- (h) if at any time for any reason the Heritage Building is damaged in any way or destroyed, the Owner, at the Owner's expense, and to the City's satisfaction, shall repair it or replace it with a replica building, except that if the Owner *bona fide* believes that to do so would be uneconomical, in which case, and if for that reason the Owner wishes to demolish it as damaged or wishes not to replicate it, as the case may be, the Owner, at the Owner's expense, and in consultation with and to the satisfaction of the City, will prepare an economic analysis therefor, but taking into consideration only land related economic factors, such as, for example, but without limitation, the estimated cost to repair or replicate the Heritage Building, as the case may be, the anticipated market value of the repaired or replicated building, the incentives given by the City for this agreement and the Heritage Designation, the estimated value of the Lands under the zoning otherwise applicable thereto, after which the City and the Owner, together, on the basis of that analysis, will determine whether in the circumstances it would be uneconomical to repair or replicate the Heritage Building, failing which the matter in all respects will be determined by arbitration in accordance with the provisions of the *Commercial Arbitration Act* 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;

- (i) if at anytime, in default under this agreement, the Owner, in the City's opinion, fails to perform its obligations as required hereby to rehabilitate and conserve the Heritage Building and fails to rectify any such default within thirty (30) days, or within such other longer time as the City may explicitly permit, after notice from the City to so rectify such default, the City, on the Owner's behalf and at the Owner's expense, may, but will be under not be obligated to, rectify the Owner's default; and
- (j) the Owner acknowledges and agrees that, notwithstanding that this agreement and the Heritage Designation will result in restrictions with respect to the future use and development and therefore may affect the value of the Lands, the Owner has received full and fair compensation therefor and the Owner hereby waives and renounces any and all claims for any further or other compensation by reason of this agreement and/or the Heritage Designation and acknowledges and agrees that the requirements of Section 595(1) of the *Vancouver Charter* SBC 1953 c.55 have been fully satisfied, and the Owner hereby releases the City and its officials, officers, employees and agents from any liability for any loss, injury, damage or expense of any kind the Owner may suffer, incur or experience and the Owner will indemnify the City for any loss, injury, damage or expense the City may incur, suffer or experience and for any complaint, demand, claim, action, suit or judgment for any loss, injury, damage or expense anyone else may suffer, incur or experience arising out of or in any way connected this agreement and/or the Heritage Designation. The release and promise of indemnification contained in this paragraph will survive discharge and termination of this agreement.

ARTICLE 3 LETTER OF CREDIT

- 3.1 Notwithstanding the occupancy restrictions set out above in respect of the Heritage Building and 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 or the Heritage Building have been fulfilled;

- (e) the Owner has delivered to the City, in all respects to the City's satisfaction, a letter of credit in the amount equal to one hundred and twenty percent (120%) of the then estimated cost to complete the Rehabilitation Work, with such estimate to be made in writing by the Consultant and explicitly accepted in writing by the City;
 - (f) the Owner, at the time of application for any such occupancy permits, is not, in the City's opinion, in breach of any of its obligations under this agreement or any other agreement between the City and the Owner with respect to the Heritage Building, the New Building and/or the Lands; and
 - (g) the City, in its opinion, is satisfied that the Rehabilitation Work is being carried out diligently.
- 3.2 All letters of credit required under this Article will be issued by a Schedule I Canadian chartered bank or other financial institution acceptable to the City's Director of Legal Services and will be unconditional, irrevocable and self-renewing and otherwise in a form and content which is acceptable to the City and will be provided for a period of one (1) year with a provision for an automatic renewal or extension without amendment from year to year.
- 3.3 The City may call upon the letter or letters of credit provided to it pursuant to the preceding paragraphs herein and apply the proceeds therefrom for any purpose and in any manner it may choose in connection with the Rehabilitation Work, if:
- (a) the bank issuing the letter of credit refuses to extend or renew the expiry date of the letter of credit;
 - (b) the Owner becomes insolvent or commits any act of bankruptcy or becomes bankrupt or takes the benefit of any act or legislation that may be enforced for bankrupt or insolvent debtors;
 - (c) the Owner, in the City's opinion, has not been diligently carrying out the Rehabilitation Work; or
 - (d) the City in any way undertakes all or any part of the Rehabilitation Work pursuant to this agreement.
- 3.4 Within a reasonable time of the Owner's request after completion of the Rehabilitation Work in accordance with this agreement, the City will, as the case may be, return to its issuer any letter of credit provided to the City hereunder or, if the City has called upon the letter of credit, deliver to the Owner any remaining balance therefrom.

ARTICLE 4
SECTION 219 COVENANT - NO SEPARATE SALE

- 4.1 Pursuant to Section 219 of the *Land Title Act*, the Owner covenants and agrees, as a covenant and agreement running with, charging and binding the Lands, that no portion of

the Lands, including, without limitation, the Heritage Parcel and the New House Parcel, will at any time be sold separately from any other portion of the Lands and that all of the Lands, including, without limitation, the Heritage Parcel and the New House Parcel, will be owned at all times by the same person or persons.

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

**ARTICLE 5
STATUTORY RIGHT OF WAY**

- 5.1 Pursuant to Section 218 of the *Land Title Act*, the Owner hereby grants to the City, effective at all times from and after the date upon which the City issues the Development Permits, 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 opinion, is in default of any of its obligations under this agreement to rehabilitate and conserve the Heritage Building, to carry out any such obligations of the Owner hereunder as the City may choose.
- 5.2 The statutory right of way granted in the preceding paragraph is necessary for the operation and maintenance of the City's undertaking.
- 5.3 Notwithstanding any other provision of this agreement, nothing herein obligates the City to exercise any of the rights granted to it by way of the statutory right of way contained herein.

**ARTICLE 6
DEBTS OWED TO CITY**

- 6.1 If the City, pursuant to this agreement, enters upon the Lands or any of them to perform any of the Owner's obligations hereunder to carry out the Rehabilitation Work or to conserve, repair or replace or replicate the Heritage Building:
- (a) there will be no express or implied warranties as to the quality of any work the City may so carry out or the suitability of the materials for the purposes for which they are put; and
 - (b) the Owner will pay to the City, forthwith on demand, to the extent the City has not taken payment for such costs from any letters of credit provided to the City hereunder, as reimbursement for expenses incurred, the full amount of all costs the City incurs to carry out work to rehabilitate, conserve, repair or replace the Heritage Building, plus twenty percent (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 7
EQUITABLE CHARGE**

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

**ARTICLE 8
BY-LAW VARIATIONS**

- 8.1 The *Subdivision Bylaw* is hereby varied for the Lands for purposes of the Development so that:
- (a) the parcel area and width restrictions contained in Section 9.1 of the Subdivision By-law shall not apply in respect of the Subdivision; and
 - (b) Section 9.7 of the Subdivision By-law shall not apply in respect of the Subdivision.
- 8.2 Section 10 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; and
 - (b) Section 10.7.1(b) is varied so that the Director of Planning may allow eaves, gutters, sills and chimneys and other similar projections which may project into a required or permitted yard, provided that the Director of Planning is satisfied that they correspond to drawings approved under the DP Application.
- 8.3 **New House Parcel**

The RS-1 District Schedule to the *Zoning & Development By-law* is hereby varied for the Lands as follows for purposes of the Development for the New House Parcel:

- (a) Section 4.1.1. is varied to permit a minimum site area of 279M (3,000 square feet); and
- (b) Section 4.7.1 is varied to provide that the floor space ratio shall not exceed 0.70 (approximately 196M (2,108 square feet).

8.4 Heritage Parcel

The RS-1 District Schedule to the *Zoning & Development By-law* is hereby varied for the Lands as follows for purposes of the Development for the Heritage House Parcel:

- (a) Section 4.1.1 is varied to permit a minimum site area of 167^m² (1,800 square feet);
- (b) Section 4.4.1 is varied to permit a minimum depth of 1.49 metres (4.9 feet) for a front yard;
- (c) Section 4.5.1 is varied to permit a west side yard depth of a minimum of 1.3 metres (4.3 feet);
- (d) Section 4.6.1 is varied so that it does not apply;
- (e) Section 4.7.1 is varied to provide that the floor space ratio shall not exceed 0.88 (approximately 153^m² (1,648 square feet)).
- (f) Section 4.16.1 is varied to permit a maximum building depth of 3.5 metres (37 feet); and
- (g) Section 4.17 is varied so that it shall not apply.

ARTICLE 9 SUBDIVISION

9.1 **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 9.2 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 9.3 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.

9.2 **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 Covenant 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.

- 9.3 Should the Lands be subdivided pursuant to the *Land Title Act* to create a parcel in which only the New Building 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 New House Parcel the Section 219 Covenant, 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 New Building.

ARTICLE 10 NOTICES

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

- (a) if to the Owner, to the Owner's address as shown in the Land Title Office records; and
(b) if to the City:

City of Vancouver
453 West 12th Avenue
Vancouver, BC 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 (3rd) business day following its mailing, provided that if mailed, should there be between the time of the mailing and the actual receipt of the notice, a mail strike, slowdown or other labour dispute which might affect delivery of such notice, then such notice will only be effective if and when actually delivered.

**ARTICLE 11
GENERAL**

- 11.1 **Joint and Several Liability.** If the Owner is more than one party, such parties shall be jointly and severally liable to the City for the performance and observance of the Owner's obligations in this agreement.
- 11.2 **Priority of Registration.** The Owner, at his, her or its expense, after execution of this agreement, shall do or cause to be done all things and acts necessary to ensure that this agreement is registered against title to the Lands with priority over all other encumbrances on title to the Lands as the City may require.
- 11.3 **Perfection of Intention.** The parties hereto will do such things and execute such further and other documents and instruments and do such further and other acts as may be reasonably necessary to implement and carry out the provisions and intent of this agreement and to ensure timely and effective registration in the Land Title Office.
- 11.4 **Waiver.** No failure on the part of the City to exercise and no delay in exercising any right under this agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 11.5 **Time of Essence.** Time will be of the essence in respect of this agreement.
- 11.6 **Enurement.** This agreement shall enure to the benefit of and be binding upon the Owner and its successors and trustees, and this agreement shall charge and run with the Lands and with any parcel, lot or part into which the Lands may be subdivided or consolidated and shall enure to the benefit of and be binding upon the Owner's successors in title and trustees and successors and all parties claiming through such owners.
- 11.7 **City's Other Rights and Obligations.** Nothing contained or implied in this agreement will derogate from the obligations of the Owner under any other agreement with the City or prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* and the rights, powers, duties and obligations of the City under all other laws, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this agreement had not been executed and delivered by the Owner and the City.
- 11.8 **Headings.** The division of this agreement into articles, sections and paragraphs and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this agreement.
- 11.9 **Number.** Words contained herein importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa and words importing persons will include individuals,

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

- 11.10 **Governing Law.** This agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
- 11.11 **Severability.** All provisions of this agreement are severable in that if any court or other lawful authority having jurisdiction to decide the matter finds for any reason that one or more of them is void or unenforceable, then such void or unenforceable provisions will be severed from this agreement and all other provisions herein will continue to be binding and enforceable.
- 11.12 **City Approvals.** In this agreement, where City "approval", "acceptance", "consent" or similar authorization or agreement is required, unless provided for otherwise in this agreement, such "approval", "acceptance", "consent" or similar City agreement or authority must be provided in writing, by the City departments, employees, officers or designates, as the case may be, that are authorized to provide such "approval", "acceptance", "consent" or similar authorization or agreement. Any purported "approval", "acceptance" "consent" or similar authorization or agreement provided by a City department, employee, officer or designate, as the case may be, that is not authorized to provide the same, shall be of no force or effect.

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **“Existing Charges”** means the Mortgage registered under number CA2849505;
- (b) **“Existing Chargeholder”** means the **COAST CAPITAL SAVINGS CREDIT UNION**;
- (c) **“New Charges”** means the Section 219 Covenant, the Statutory Right of Way and the Equitable Charge and 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 ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

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

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

END OF DOCUMENT

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 303 East 8th Avenue**

After the public hearing on January 21, 2014, Council resolved to amend the Zoning and Development By-law to create a CD-1 By-law for 303 East 8th Avenue. 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
February 4, 2014

303 East 8th Avenue
(Western Front)



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-669 (a) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D, to By-law No. 3575.

Definitions

2. Words in this By-law have the meanings given to them in the Zoning and Development By-law except that:

School - Arts means the use of premises for training or instruction in drama, music, painting, dance or visual, performing, literary or interdisciplinary arts.

Uses

3.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (560).

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

- (a) Cultural and Recreational Uses, limited to Artist Studio, Club, Hall, Library, Museum or Archives, and Theatre;
- (b) Dwelling Units in conjunction with any other uses listed in this section 2.2;
- (c) Service Uses, limited to Production or Rehearsal Studio, and School - Arts; and

- (d) Accessory Uses customarily ancillary to the uses listed in this section 3.2, except that a Retail Store shall only be permitted as an accessory use ancillary to the Cultural and Recreational Uses and to the Service Uses listed in this section 3.2.

Floor area and density

4.1 Computation of floor space ratio must assume that the site consists of 560.1 m², being the site size at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

4.2 The floor space ratio for all uses must not exceed 1.98.

4.3 The maximum floor area for residential uses shall not exceed 186 m².

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

4.5 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, except that:
 - (i) the total area of all such exclusions must not exceed 12% of permitted floor area, and
 - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof gardens, provided that the Director of Planning first approves the design of sunroofs and walls.

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

Building height

5. Building height, measured from base surface, must not exceed 10.7 m.

Severability

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.

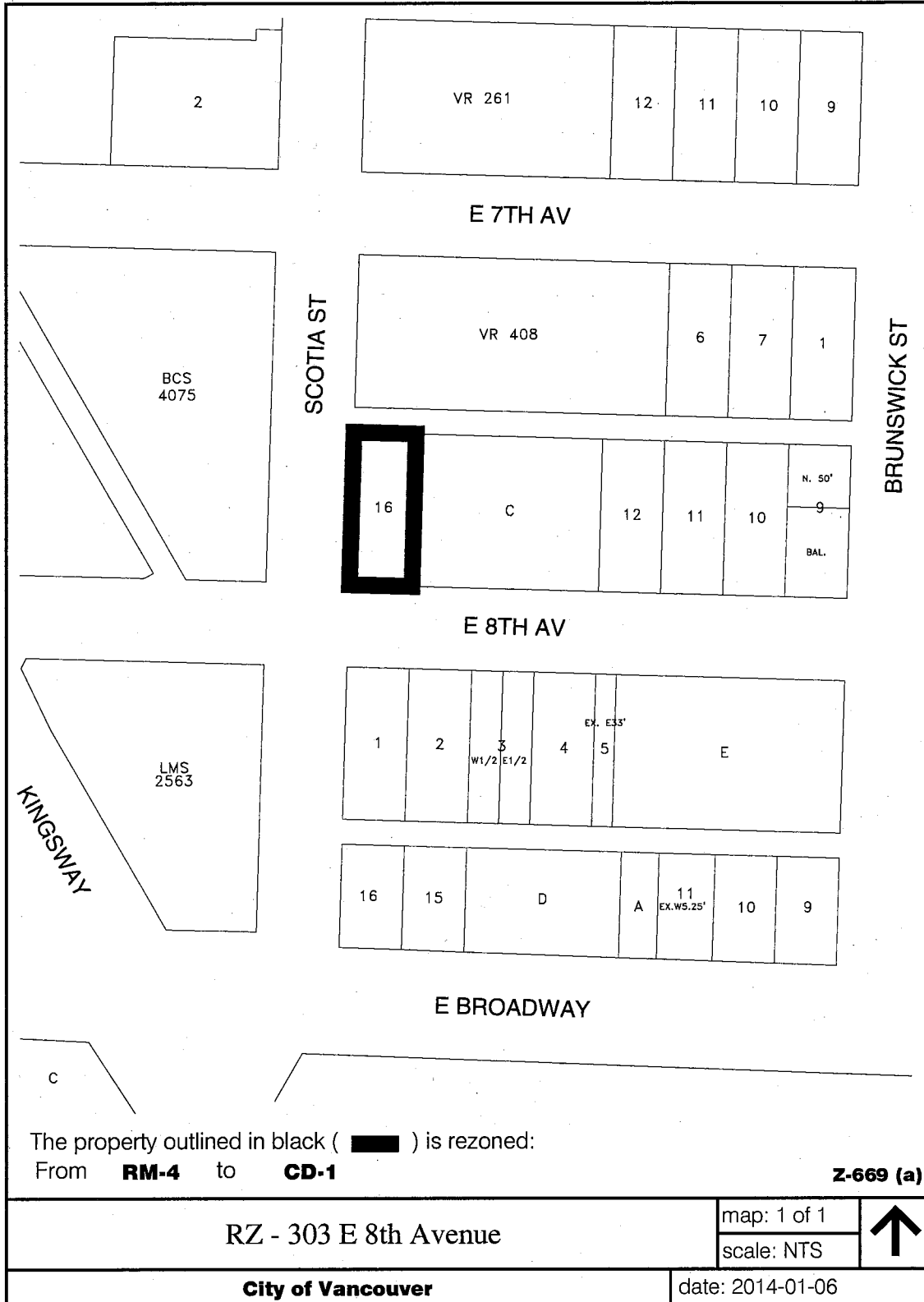
Force and effect

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

ENACTED by Council this _____ day of _____, 2014

Mayor

City Clerk



The property outlined in black ([black box]) is rezoned:
 From **RM-4** to **CD-1**

Z-669 (a)

RZ - 303 E 8th Avenue

map: 1 of 1
 scale: NTS



City of Vancouver

date: 2014-01-06

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: Laneway houses**

After the public hearing on January 23, 2014, Council resolved to amend the Zoning and Development By-law to amend Section 11.24.27 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
February 4, 2014

Laneway House Regulations
Amendment to Section 11.24.27



BY-LAW NO. _____

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

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 “and 11.24.12,” from section 11.24.27, and inserts the following in its place:

“11.24.9 (a), (c) and (d), 11.24.12, and 11.24.14 (a), (c) and (d),”.
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 _____, 2014

Mayor

City Clerk

EXPLANATION**A By-law to amend By-law No. 10756
Re: 1388 Continental Street**

After the public hearing on January 23, 2014, Council resolved to amend By-law No. 10756 regarding 1388 Continental Street. 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
February 4, 2014

1388 Continental Street



BY-LAW NO. _____

A By-law to amend By-law No. 10756 (CD-1 (549))

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. 10756 (CD-1 (549)).
2. Council strikes out section 3 and re-numbers sections 4 through 9 as sections 3 through 8 respectively.
3. Council strikes "4.5 or 4.6" from the re-numbered section 3.7 and inserts "3.5 or 3.6" in its place.
4. Council strikes "6.2" from the re-numbered section 5.3 and inserts "5.2" in its place.
5. Council strikes "6.2" from the re-numbered section 5.5 and inserts "5.2" in its place.
6. Council strikes "6.1" from the re-numbered section 5.6 and inserts "5.1" in its place.
7. 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.
8. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2014

Mayor

City Clerk

EXPLANATION**A By-law to amend By-law No. 10829
Re: 4320 Slocan Street**

After the public hearing on January 23, 2014, Council resolved to amend By-law No. 10829 regarding 4320 Slocan Street. The Director of Planning has advised that there are no prior conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
February 4, 2014

4320 Slocan Street



BY-LAW NO. _____

A By-law to amend CD-1 (557) By-law No. 10829

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

1. This By-law amends the indicated provisions of CD-1 (557) By-law No. 10829.
2. Council strikes Section 3.3 (c) and inserts the following in its place:
 - “c) for dwelling units, where the distance from a floor to the floor above, or where there is no floor above to the top of the roof joists, exceeds 3.7 m, an amount equal to the area of the floor below the excess height.”;
3. Council amends Section 3.4 by:
 - a) striking the word “and” at the end of 3.4 (e);
 - b) striking the “.” at the end of 3.4 (f), and inserting “; and” in its place; and
 - c) inserting after 3.4 (f) the following:
 - “g) amenity areas, including recreation facilities and meeting rooms except that the total area excluded for amenity areas must not exceed 10% of the permitted floor space.”
4. In section 4, Council strikes out “13.5” and inserts “14.11” in its place.
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 the date of its enactment.

ENACTED by Council this _____ day of _____, 2014

Mayor

City Clerk

EXPLANATION**A By-law to amend By-law No. 6355
Re: Riverside East**

After the public hearing on January 23, 2014, Council resolved to amend By-law No. 6355 regarding Riverside East. The Director of Planning has advised that there are no prior conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
February 4, 2014

Riverside East



BY-LAW NO. _____

A By-law to amend CD-1 (247) By-law No. 6533

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

1. This By-law amends the indicated provisions of CD-1 (247) By-law No. 6533.
2. In subsection 5.2.4, at the end, Council strikes out “.” and substitutes “;” and adds:
“
 - All residential storage space above or below base surface, except that if 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.”
3. Council strikes out subsection 5.4.2, and re-numbers subsections 5.4.3 and 5.4.4 as 5.4.2 and 5.4.3 respectively.
4. In subsection 5.5.1 (a), Council strikes out “10.0 m (32.8 ft.)” and substitutes “11.54 m (37.9 ft.)”.
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 the date of its enactment.

ENACTED by Council this _____ day of _____, 2014

Mayor

City Clerk

EXPLANATION**A By-law to amend the Parking By-law
Re: Riverside East**

After the public hearing on January 23, 2014, Council resolved to amend the Parking By-law to add Riverside East to the parking regulations contained in section 4.2.1.13. 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
February 4, 2014

Parking By-law amending By-law
Regarding Riverside East



BY-LAW NO. _____

**A By-law to amend Parking By-law No. 6059
with regard to Riverside East**

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 subsection 4.2.1.13, Council strikes out “Argyle Street” and substitutes “Kerr Street”.
3. Council strikes out Map 4.2.1.13 and substitutes the map attached as Schedule A to 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.

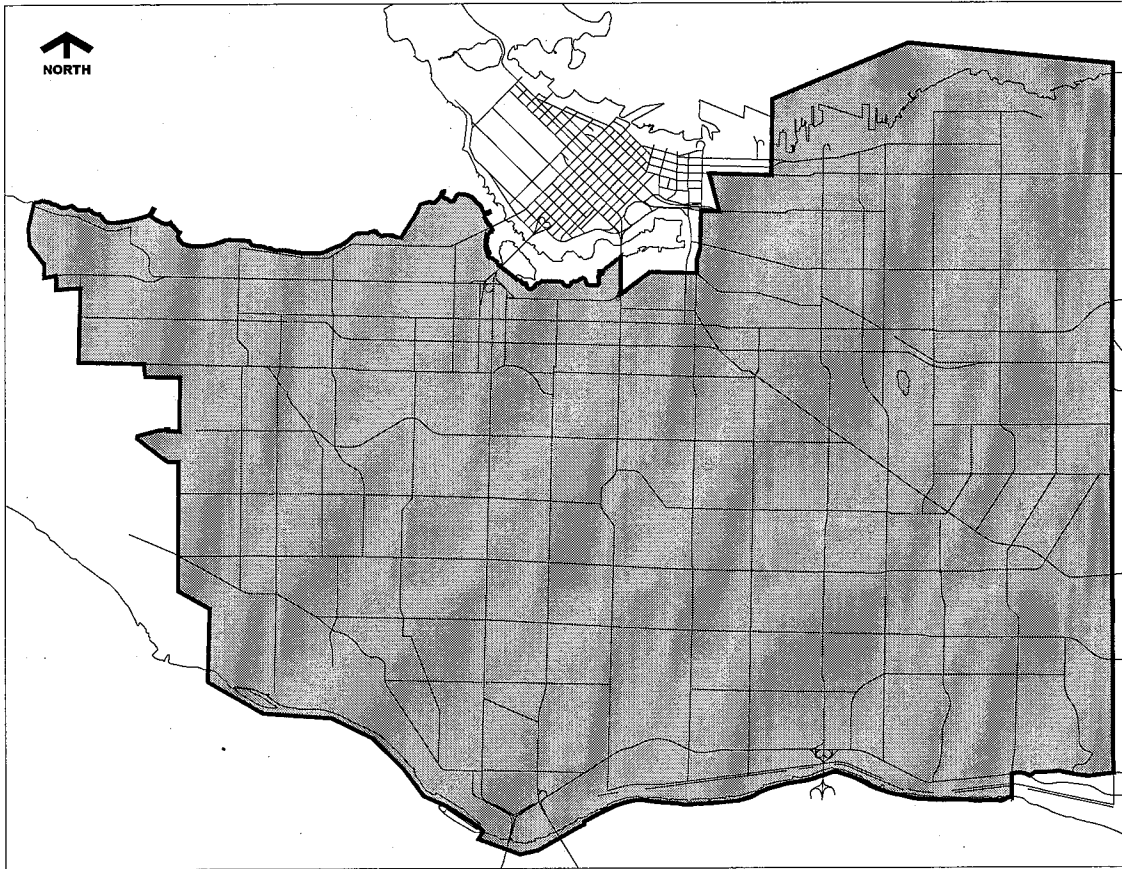
ENACTED by Council this _____ day of _____, 2014

Mayor

City Clerk

Schedule A

Map 4.2.1.13



EXPLANATION

**A By-law to amend the Zoning & Development By-law
Re: West End Community Plan, secured non market and rental housing and
amendments to C-5 and C-6 Districts Schedule and RM-5, RM-5A, RM-5B and RM-5C
Districts Schedule**

After the public hearing on January 23, 2014, Council resolved to amend the Zoning & Development By-law to support the West End Community Plan. 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
February 4, 2014

Zoning & Development By-law

Re: West End Community Plan, secured rental housing and social housing, and amendments to C-5 and C-6 Districts Schedule and RM-5, RM-5A, RM-5B and RM-5C Districts Schedule



BY-LAW NO. _____

**A By-law to amend Zoning and Development By-law No. 3575
Regarding the West End Community Plan, secured rental housing and social housing and C-5 and C-6 Districts Schedule and RM-5, RM-5A, RM-5B and RM-5C Districts Schedule**

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. 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 plans marginally numbered Z-670 (a), Z-670 (b), and Z-670 (c), attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D to By-law No. 3575.
3. In section 2, Council:
 - (a) In the definition of "Rate of Change", Council strikes out "and RM-5C" and substitutes ", RM-5C and RM-5D,";
 - (b) repeals the definition of "Rental Housing Unit", and substitutes:

"Rental Housing Unit, for the purposes of section 3.3.6 of this by-law, and for the purposes of section 3.2.DW of the RM-2, RM-3, RM-3A District Schedules, the RM-4 and RM-4N Districts Schedule, the RM-6 District Schedule and the FM-1 District Schedule and for the purposes of section 3.2.DW of the RM-5, RM-5A, RM-5B, RM-5C and RM-5D Districts Schedule, means a dwelling, housekeeping, or sleeping unit that is rented by a tenant, or has been rented by a tenant in the past, as living accommodation, but does not include a dwelling, housekeeping or sleeping unit rented by a not for profit housing cooperative to a member of the cooperative, or a dwelling, housekeeping or sleeping unit in a community care facility or group residence;"

- (c) adds, in the appropriate alphabetical order:

“Secured Market Rental Housing, means a development or part of a development, used only as market rental housing, which has a covenant or housing agreement registered against title restricting its use to market rental housing, for the longer of 60 years or the life of the building, or for such other term as may be agreed upon by the city and the owner;” and

- (d) adds, in the appropriate alphabetical order:

“Social Housing, means social housing as defined in Vancouver Development Cost Levy By-law 9755 and in Area Specific Development Cost Levy By-law 9418, except that the words “, for the purpose of section 523D(10)(d) of the Vancouver Charter,” shall not form part of this definition.”

4. Council strikes out section 3.3.6. and substitutes:

“3.3.6 Despite anything to the contrary in this by-law, the Director of Planning or the Development Permit Board must not issue a development permit for a multiple dwelling with six or more dwelling units in the RM-2, RM-3, or RM-3A districts, the RM-4 and RM-4N districts, the RM-5, RM-5A, RM-5B, RM-5C and RM-5D districts, the RM-6 district, or the FM -1 district, unless the development permit is subject to conditions requiring the provision of a housing agreement which complies with the requirements of the applicable districts schedule or district schedule.”

5. In section 9.1:

- (a) under the heading Multiple Dwelling, after “RM-5C” and before “RM-6”, Council adds “RM-5D”; and
- (b) under the heading Commercial, after “C-5” and before “C-6”, Council add “C-5A”.

6. Council strikes out section 10.12.5 and substitutes:

“10.12.5 Except as provided in sections 10.12.6 and 10.12.7 of this By-law, where development necessitates demolition of a building listed in the Heritage Register as an “A” Evaluation Group heritage building and located in the RM-5, RM-5A, RM-5B, RM-5C and RM-5D districts or in the RM-6 district or DD district, a development permit shall not be issued for the new development unless the applicant has complied with the provisions of section 10.12.4, except that the Director of Planning may also require that the applicant submit a calculation of density bonus to the city, to the satisfaction of the Director of Planning, before a development permit may be issued.”

7. In the RM-5, RM-5A, RM-5B, and RM-5C Districts Schedule:

- (a) Council strikes out the words “percent” wherever they appear and substitutes “%”;
- (b) Council strikes out the words “and RM-5C” where ever those words appear, and
- (i) if there is a comma preceding those words, substitutes “RM-5C and RM-5D”, or
- (ii) if there is no comma preceding those words, substitutes “, RM-5C and RM-5D”;
- (c) Council strikes out the second paragraph in section 1 and substitutes:
- “The RM-5 District also encourages developments suited to families with children. The RM-5C District permits a greater range of uses. The RM-5D District supports the development of social housing.”;
- (d) in subsection 2.2.DW, Council strikes out “Infill.”, “Multiple Dwelling consisting of five or fewer dwelling units.”, “One-Family Dwelling.” and “Two-Family Dwelling.”;
- (e) in section 2.3:
- (i) in section 2.3.1, Council strikes out “commercial uses” and substitutes “uses other than dwelling uses”, and
- (ii) after section 2.3.3, Council adds:
- “2.3.4 In the RM-5D District, the maximum allowable floor space ratio for all permitted uses other than dwelling uses is 0.65.”;
- (f) in subsection 3.2.1.DW, in the appropriate alphabetical order, Council adds:
- “
- Infill.
 - Infill Multiple Dwelling, in accordance with section 5 of this schedule.
 - Multiple Dwelling, in accordance with section 5 of this schedule.
 - Multiple Dwelling, consisting of five or fewer dwelling units.
 - One-Family Dwelling.
 - Two-Family Dwelling.”;
- (g) in subsection 3.2.1.DW, under the heading “Multiple Dwelling, consisting of six or more if:” Council:
- (i) strikes out “Multiple Dwelling” and substitutes “Multiple Dwelling, except as provided for in Section 5 of this schedule”,
- (ii) strikes out subsection (b) and renames subsection (c) as subsection (b), and

- (iii) in the new subsection (b) strikes out “, and exceeds the rate of change within the zoning district,”;
- (h) in subsection 3.2.1.O, Council strikes out the words “has been designated as a Municipal Heritage Site” wherever they occur, and substitutes “is protected by a heritage designation by-law” in each case;
- (i) in subsection 3.2.1.R, Council strikes out the words “has been designated as a Municipal Heritage Site” and substitutes “is protected by a heritage designation by-law” in each case;
- (j) in subsection 3.2.1.S, Council strikes out the words “has been designated as a Municipal Heritage Site” and substitutes “is protected by a heritage designation by-law” in each case;
- (k) in subsection 3.2.2, Council strikes out the words “The uses listed in section 3.2.2 shall be permitted in the RM-5C District.”, and substitutes “Uses listed in this section may be permitted in the RM-5C and RM-5D districts subject to the provisions of this section.”;
- (l) in subsection 3.2.2.C, immediately after “Bowling Alley,” “Club,” “Fitness Centre,” and “Theatre,” Council adds the words “only in the RM-5C district”;
- (m) in subsection 3.2.2.O, immediately after “Financial Institution,” Council adds the words “only in the RM-5C district”;
- (n) in subsection 3.2.2.R, immediately after the words “Grocery or Drug Store,” and “Small-scale Pharmacy,” Council adds the words “only in the RM-5C district”;
- (o) in subsection 3.2.2.S:
 - (i) immediately after the words “Beauty and Wellness Centre”, Council strikes out “*but*”, and
 - (ii) immediately after the words “Animal Clinic,” “Beauty and Wellness Centre”, “Hotel”, “Laundromat or Dry Cleaning Establishment”, “Print Shop”, “School-Arts or Self Improvement”, “School-Business”, “School-Vocational or Trade”, Council adds the words “only in the RM-5C district”;
- (p) in subsection 3.3.1, Council strikes out “All commercial uses listed in this section”, and substitutes “All uses other than dwelling uses listed in this section”;
- (q) after subsection 3.3.3, Council adds:
 - “3.3.4 In the RM-5D District, the maximum allowable floor space ratio for all permitted uses, other than dwelling uses, is 0.65.”;

- (r) Council strikes out the title of section 4.7, and substitutes “Floor Area and Density”;
- (s) Council strikes out subsection 4.7.1, and substitutes:
 - “4.7.1 Floor space ratio shall not exceed 1.00 except that:
 - (a) the Director of Planning or the Development Permit Board may permit an increase in floor space ratio to 1.5 in the RM-5 district, 2.20 in the RM-5A, RM-5C and RM-5D districts, and 2.75 in the RM-5B district if the Director of Planning or the Development Permit Board first considers:
 - (i) the intent of this schedule,
 - (ii) all applicable Council policies and guidelines,
 - (iii) the submission of any advisory group, property owner or tenant,
 - (iv) the height, bulk, location and overall design of the development, and
 - (v) the effect of the development on nearby sites, street and public open spaces; and
 - (b) despite the provisions of subsection 4.7.1(a), the floor space ratio for sites located in the RM-5A, RM-5B, RM-5C and RM-5D districts which are 20.2 m or less in width shall not exceed:
 - (i) 2.0 on corner sites with a minimum site area of 800 m², and
 - (ii) 1.5 on all other sites.”;
- (t) in section 4.7.2:
 - (i) Council strikes out the words “computation of floor space ratio”, and substitutes “computation of floor area”;
- (u) in section 4.7.3:
 - (i) Council strikes out the words “computation of floor space ratio”, and substitutes “computation of floor area”,
 - (ii) in subsection 4.7.3 (a), Council strikes out “eight percent” and substitutes “12%”, and

- (iii) in subsection 4.7.3 (d)(ii), Council strikes out “floor space” wherever it appears, and substitutes “floor area”;
- (v) Council strikes out sections 4.7.4, 4.7.6 and 4.7.7, renumbers section 4.7.5 as 4.7.4, and adds after renumbered 4.7.4;
- (w) Council strikes out 4.7.5 and 4.7.6, and substitutes:

“4.7.5 The Director of Planning or the Development Permit Board may permit an increase in floor space ratio for a development which includes the restoration of an existing building, site, landmark or feature, if the existing building, site, landmark or feature is listed in the Vancouver Heritage Register, if Council first approves a heritage designation by-law, and if the Director of Planning or the Development Permit Board first considers:

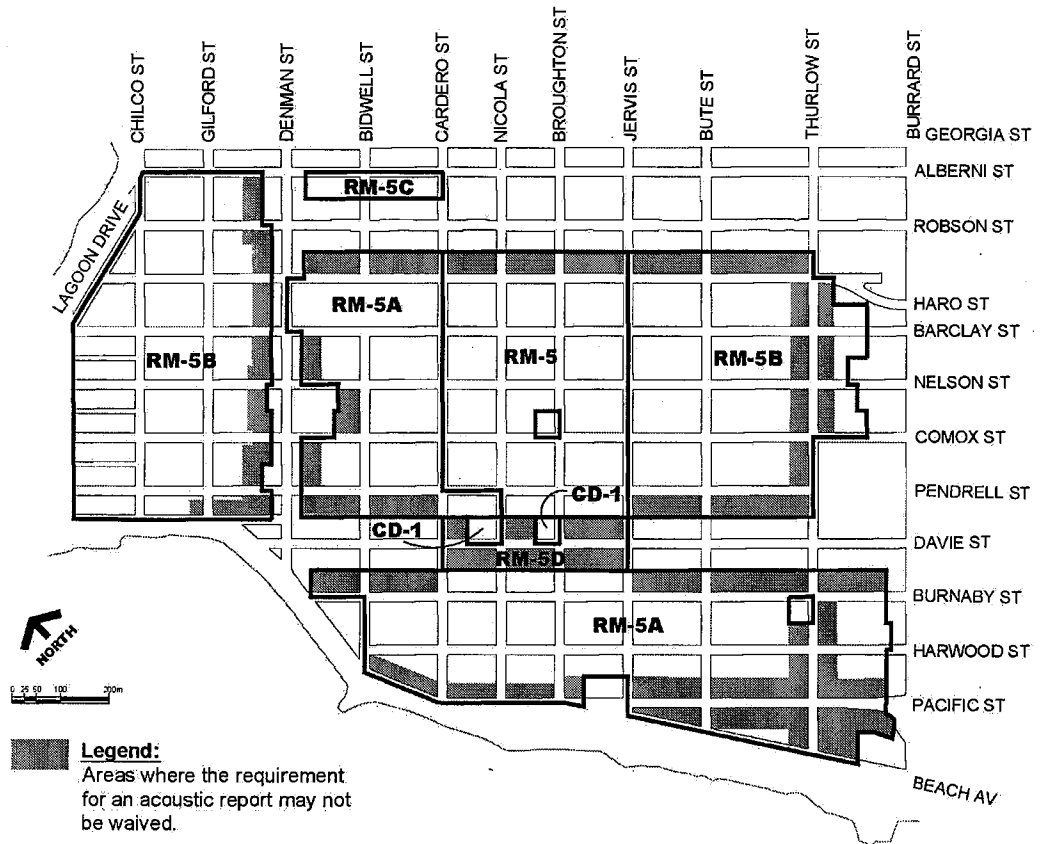
- (a) all applicable Council policies and guidelines;
- (b) the cost and extent of the heritage restoration;
- (c) the value of the increased floor area; and
- (d) the impact of the development upon neighbourhood livability and environmental quality.

4.7.6 The Development Permit Board may permit an increase above the permitted floor space ratio to a maximum of 10% where the increase results from a transfer of heritage floor area, except that this provision shall not apply to a development where there has been an increase in floor space ratio pursuant to subsection 4.7.5.

In this section “heritage floor area” means floor area which may be transferred from a heritage site to another site, in accordance with Council policies and guidelines.”;

- (x) Council strikes out Map 1 Noise Mitigation in section 4.15.2 and substitutes:

Map 1 Noise Mitigation



; and

- (y) at the end, Council adds:

“Section 5 Relaxation of Regulations

5.1 The Director of Planning or the Development Permit Board may relax the regulations in the RM-5D district regarding permitted floor space ratio for multiple dwelling, if the Director of Planning or the Development Permit Board first considers the intent of the RM-5D district schedule, and all applicable Council policies and guidelines, and:

- (a) a minimum of 20% of the floor area included in the calculation of floor space ratio is used for social housing; and
- (b) the floor space ratio does not exceed 7.0.

- 5.2 The Director of Planning or the Development Permit Board may relax the regulations in the RM-5D district regarding permitted height for multiple dwelling, if the Director of Planning or the Development Permit Board first considers the intent of the RM-5D district schedule, and all applicable Council policies and guidelines, and:
- (a) a minimum of 20% of the floor area included in the calculation of floor space ratio is used for social housing; and
 - (b) the maximum height does not exceed 58 m.
- 5.3 The Director of Planning or the Development Permit Board may relax the regulations in sections 4.4, 4.5, 4.6, 4.7, 4.8, 4.10, and 4.17 of the RM-5, RM-5A and RM-5B districts for infill multiple dwelling, if the Director of Planning or the Development Permit Board first considers the intent of the RM-5, RM-5A and RM-5B districts schedule, and all applicable Council policies and guidelines, except that:
- (a) the infill multiple dwelling must be used for secured market rental housing;
 - (b) in an infill multiple dwelling with four or more dwelling units, at least 50% of the dwelling units must contain two or more bedrooms;
 - (c) in an infill multiple dwelling with ten or more dwelling units, at least 50% of the dwelling units must contain two or more bedrooms and at least 10% of the dwelling units must contain three or more bedrooms; and
 - (d) existing buildings, landmarks or features on the site which are listed on the Vancouver Heritage Register or may have heritage value must be conserved, to the satisfaction of the Director of Planning.”

8. In the C-5 and C-6 Districts Schedule:

- (a) Council strikes out the words “percent” wherever they appear and substitutes “%”;
- (b) Council strikes out “C-5” wherever it appears and substitutes “C-5, C-5A”, except that:
 - (i) in section 4.2.1, Council strikes out “C-5” and substitutes “C-5 and C-5A”;
- (c) Council strikes out section 1 and substitutes:

“1 Intent

The intent of this Schedule is to provide for retail and services uses and forms of development compatible with the primarily residential character of the West End and to provide for dwelling units in C-5A and

C-6 designed to be compatible with commercial uses. This schedule encourages external building design, the scale and function of which is oriented towards pedestrians. The C-5 district provides opportunities for commercial uses throughout the district and opportunities for nightlife in the Davie Village. The C-5A district differs from the C-5 district because C-5A provides density bonuses for social housing and secured market rental housing. The C-6 district differs from the C-5 and C-5A Districts because the C-6 district provides a transition between the Downtown and the West End by permitting a greater density and scale than the C-5 and C-5A districts.”;

(d) Council strikes out section 2.2.1 and substitutes:

“2.2.1 The uses listed in section 2.2.1 shall be permitted in the C-5, C-5A and C-6 Districts.”;

(e) Council strikes out section 2.2.1.DW;

(f) Council strikes out section 2.2.2.DW;

(g) in section 2.3.2, Council strikes out “C-5” and substitutes “C-5A and C-6”;

(h) Council strikes out section 3.2.1 and substitutes:

“3.2.1 The uses listed in section 3.2.1 may be permitted in the C-5, C-5A and C-6 Districts.”;

(i) Council strikes out section 3.2.1.DW;

(j) in section 3.2.1.I, Council strikes out:

“

- Community Care Facility-Class B, subject to the provisions of section 11.17 of this By-law.
- Group Residence, subject to the provisions of section 11.17 of the By-law.”;

(k) in section 3.2.1.S., Council strikes out “Hotel existing as of September 30, 1986.” and substitutes:

“

- Hotel, *design compatibility with any proximate residential area, size of liquor facilities, noise control, parking, loading, taxi and bus ingress and egress*”;

(l) Council strikes out section 3.2.2 and section 3.2.2.SV and substitutes:

“3.2.2 The uses listed in section 3.2.2 shall be permitted in the C-5 District.

3.2.2. DW [Dwelling]

- Dwelling uses existing on or before *[date of enactment of by-law]*.
- Seniors Supportive or Assisted Housing, existing on or before *[date of enactment of by-law]*.

3.2.2.1 [Institutional]

- Community Care Facility - Class B, subject to the provisions of section 11.17 of this By-law, existing on or before *[date of enactment of by-law]*.
- Group Residence, subject to the provisions of section 11.17 of this By-law, existing on or before *[date of enactment of by-law]*.

3.2.3 The uses listed in section 3.2.3 may be permitted in the C-5A and C-6 Districts.

3.2.3. DW [Dwelling]

- Dwelling Units in conjunction with any of the uses listed in this section, *compatibility with use*.
- Residential Unit associated with and forming an integral part of an artist studio, subject to the provisions of section 11.19 of this By-law.
- Seniors Supportive or Assisted Housing, subject to section 11.17 of this By-law.

3.2.3.1 [Institutional]

- Community Care Facility - Class B, subject to the provisions of section 11.17 of this By-law.
- Group Residence, subject to the provisions of section 11.17 of this By-law.”;

(m) Council strikes out section 4.3.2 and substitutes:

“4.3.2 The Director of Planning or the Development Permit Board may permit an increase in the maximum height of a building, to a height not exceeding 64 m in the C-5A and C-6 districts and 18.3 m in the C-5 district, if the Director of Planning or the Development Permit Board first considers:

- (a) the impact on neighbourhood livability and environmental quality;
- (b) the intent of this schedule and all applicable Council policies and guidelines;
- (c) the submission of any advisory group, property owner or tenant; and

- (d) the impact on views, shadowing, privacy, lower level treatment of buildings, and open space.

4.3.3 The Director of Planning or the Development Permit Board may permit a portion of a building in the C-5, C-5A and C-6 Districts to extend above the building envelope depicted in Figure 1 of section 4.3.1, if the building height does not exceed 18.3 m in the C-5 district and the Director of Planning or the Development Permit Board first considers:

- (a) the impact on neighbourhood livability and environmental quality;
- (b) the intent of this schedule and all applicable Council policies and guidelines;
- (c) the submission of any advisory group, property owner or tenant; and
- (d) the impact on views, shadowing, privacy, lower level treatment of buildings, and open space.”;

(n) Council strikes out the title of section 4.7, and substitutes “Floor Area and Density”;

(o) Council strikes out sections 4.7.1.1 and 4.7.1.2 and substitutes:

“4.7.1.1 The maximum floor space ratio shall not exceed 2.20 in the C-5 and C-5A Districts and 2.6 in the C-6 District, except that for a hotel existing on or before *[date of enactment of by-law]*, the floor space ratio shall not exceed the greater of the floor space ratio existing on September 30, 1986 or the maximum floor space ratio limit set out in this section.

4.7.1.2 The Director of Planning may permit an increase in permitted floor area for a hotel existing on September 30, 1986, to a maximum of 5% additional floor area, if, in the opinion of the Director of Planning, the increase in floor area will result in enhanced pedestrian amenities”;

(p) in section 4.7.2, Council strikes out “The following shall be included in the computation of floor space ratio:” and substitutes “Computation of floor area shall include:”;

(q) in section 4.7.3, Council strikes out “The following shall be excluded in the computation of floor space ratio:” and substitutes “Computation of floor area shall exclude:”;

(r) in subsection 4.7.3 (a), Council strikes out “ eight percent” and substitutes “12%”;

(s) in subsection 4.7.3 (c), Council strikes out “for the purpose of exclusion from floor space ratio computation”;

- (t) in section 4.7.4, Council strikes out “The Director of Planning may permit the following to be excluded in the computation of floor space ratio:” and substitutes “Computation of floor area may exclude:”; and
- (u) Council strikes out subsection 4.7.4 (a) and renames 4.7.4 (b) and 4.7.4 (c) as 4.7.4 (a) and 4.7.4 (b) respectively; and
- (v) after section 5.1, Council adds:
 - “5.2 The Director of Planning or the Development Permit Board may relax the regulations in the C-5A and C-6 districts regarding permitted floor space ratio for dwelling units in conjunction with other permitted uses, if the Director of Planning or the Development Permit Board first considers the intent of this schedule, and all applicable Council policies and guidelines, and:
 - (a) the floor space ratio does not exceed 7.0. in the C-5A district and 8.75 in the C-6 district;
 - (b) the floor space ratio for non residential uses in the C-6 district must be no less than 1.2; and
 - (c) either a minimum of 20% of the floor area included in the calculation of floor space ratio must be used for social housing, or all dwelling units must be secured market rental housing.
 - 5.3 The Director of Planning or the Development Permit Board may relax the regulations in the C-6 district regarding permitted height for dwelling units in conjunction with other permitted uses, if the Director of Planning or the Development Permit Board first considers the intent of the schedule, and all applicable Council policies and guidelines, and:
 - (a) the maximum height does not exceed 91.4 m.; and
 - (b) either a minimum of 20% of the floor area included in the calculation of floor space ratio is used for social housing, or all dwelling units must be secured market rental housing.”

Severability

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

Force and Effect

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

ENACTED by Council this _____ day of _____, 2014

Mayor

City Clerk

Schedule A



The properties outlined in black (**█**) are rezoned:
From **C-5** to **C-5A**

Z-670 (a)

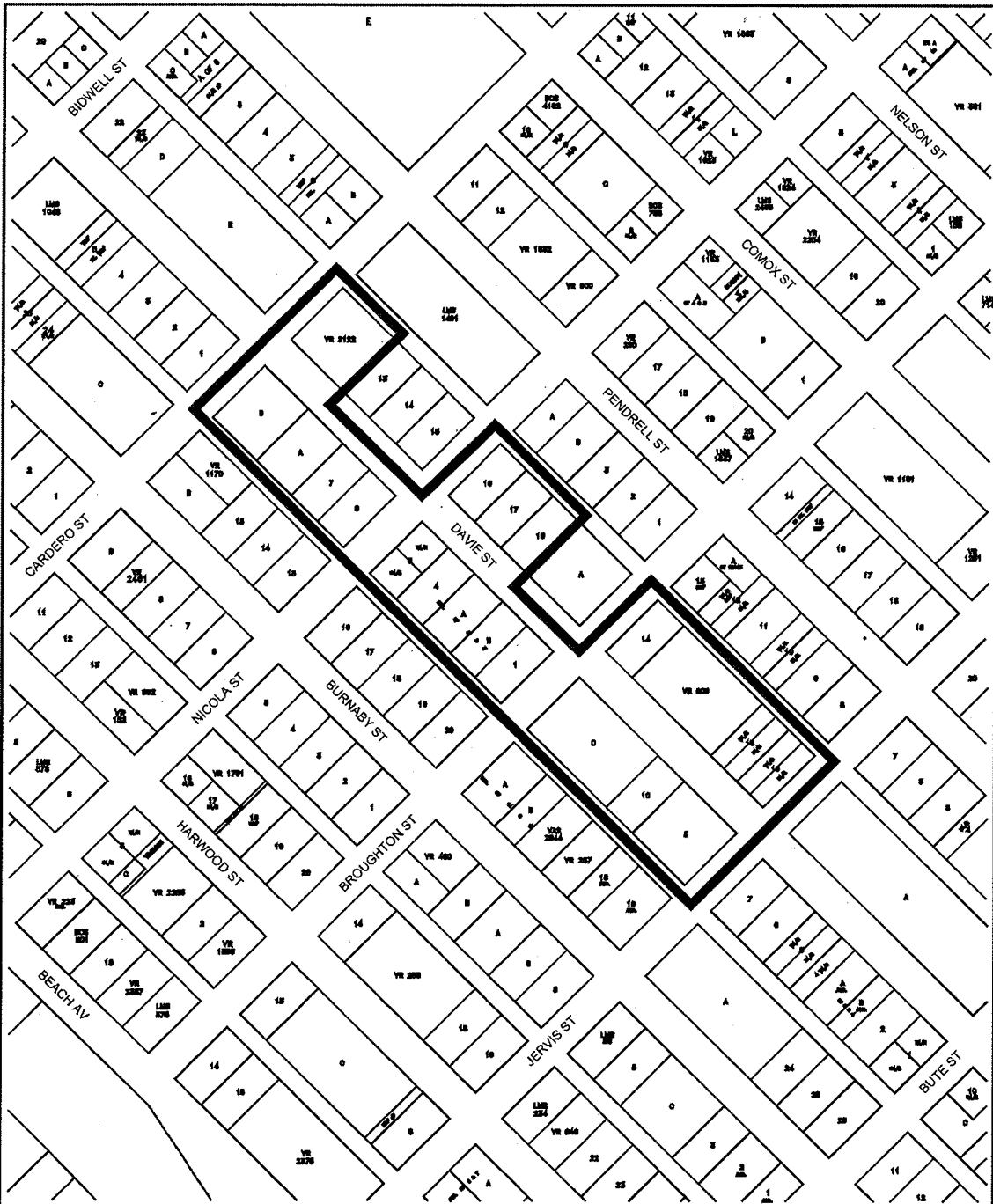
RZ - West End


map: 1 of 1
scale: NTS



City of Vancouver

date: 2013-08-14



The properties outlined in black () are rezoned:
From **RM-5 & RM-5A** to **RM-5D**

Z-670 (b)

RZ - West End

map: 1 of 1
scale: NTS




City of Vancouver

date: 2013-08-13

Schedule A



The properties outlined in black () are rezoned:
From **C-5** to **C-5A**

Z-670 (c)

RZ - West End

map: 1 of 1

scale: NTS



City of Vancouver

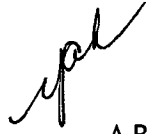
date: 2013-10-21

EXPLANATION**A By-law to amend the Downtown District ODP
regarding the West End Community Plan**

After the public hearing on January 23, 2014, Council resolved to amend the Downtown District Official Development Plan to support the West End Community Plan. 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
February 4, 2014

Downtown Official Development Plan
Re: West End Community Plan and social housing



BY-LAW NO. _____

A By-law to amend Downtown
Official Development Plan By-law No. 4912

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

1. This By-law amends the indicated provisions of the Downtown Official Development Plan By-law.
2. In the part of the By-law entitled "Section 1 - Land Use":
 - (a) in subsection 1, Council strikes out " 'C1', and 'F' ", and substitutes " 'C1', 'E' and 'F' ";
 - (b) at the end of subsection 1, Council adds:

"1A. In the area denoted by the letter 'E' on Map 1, dwelling uses existing as of [date of enactment of by-law] may be permitted."; and
 - (c) in subsection 2, Council strikes out " 'E' ".
3. In the part of the By-law entitled "Section 3 - Density":
 - (a) in subsection 1, opposite the letter "E", Council strikes out "1.00; however, an additional floor space ratio of 2.00 may be permitted for residential use;" and substitutes "3.00;"; and
 - (b) in subsection 13:
 - i) wherever the words "low cost housing" appear, Council adds, immediately after those words, "or social housing",
 - ii) Council strikes out "floor space ratio" and substitutes "floor area", and
 - iii) Council strikes out the words "prior approval by City Council and".
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 _____, 2014

Mayor

City Clerk

EXPLANATION

**A By-law to amend the Rental Housing Stock ODP
regarding the West End Community Plan**

After the public hearing on January 23, 2014, Council resolved to amend the Rental Housing Stock Official Development Plan to support the West End Community Plan. 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
February 4, 2014

Rental Housing Stock Official Development Plan
Re: West End Community Plan and
RM-5D district and rate of change



BY-LAW NO. _____

A By-law to amend
Official Development Plan By-law No. 9488
regarding Areas of Real Property
in certain RM, FM, and CD-1 Zoning Districts

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

1. This By-law amends the indicated provisions of By-law 9488.
2. In section 1.1, in the definition of “zoning districts”, Council strikes out “and RM-5C” and substitutes “, RM-5C and RM-5D”.
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 _____, 2014

Mayor

City Clerk