

**EXPLANATION****2015 Grant Allocation By-law  
Commercial Drive Business Society**

Following a Court of Revision on February 4, 2015, Council passed a resolution on March 4, 2015 which included an instruction to bring forward the necessary grant allocation by-law for the business improvement area in an area generally described as Commercial Drive, for a term of seven (7) years. Enactment by Council of this By-law, after its enactment of the Commercial Drive Business Improvement Area Designation By-law, will complete that instruction.

Director of Legal Services  
March 24, 2015



BY-LAW NO. \_\_\_\_\_

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

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

1. The name of this By-law, for citation, is the “2015 Commercial Drive Business Improvement Area Grant Allocation By-law”.

2. In this By-law:

“accountant” means a member in good standing, or a partnership whose partners are members in good standing, of the Chartered Professional Accountants of British Columbia and who is authorized to carry on public practice;

“Association” means the Commercial Drive Business Society;

“audited financial statements” mean financial statements that have been audited by an accountant and that include a Statement of Financial Position, a Statement of Revenue and Expenditures, a Statement of Cash Flows, a Statement of Retained Earnings or Equity, and a separate schedule for grant money and revenue derived from grant money;

“budget” means a budget based on a fiscal year commencing April 1, containing information sufficient in detail to describe anticipated expenses and revenues, including anticipated non-grant expenses and revenues, and that has been approved at a general meeting of the Association;

“business improvement area” means the area of the city designated by Council as the Commercial Drive Business Improvement Area;

“business promotion scheme” means a business promotion scheme as defined in section 455 of the Vancouver Charter;

“declaration of meeting” means a document that includes a copy of the draft minutes of a general meeting, together with a declaration that all persons eligible to be BIA members were notified of the meeting, the meeting was duly convened and conducted, a quorum was achieved and maintained, and, in the case of an annual general meeting, that the budget and audited financial statements were approved;

“Director” means the Director of Finance appointed by Council and any person authorized to act on behalf of the Director of Finance;

“grant money” means any money granted to the Association by Council pursuant to this By-law;

“list of directors” means a list of the names and executive positions of continuing and newly elected directors, together with contact information for one director;

“owner” means all persons who own class 5 or class 6 properties in the business improvement area;

“summary budget” means a budget in a form satisfactory to the Director; and

“tenant” means all persons who lease class 5 or class 6 properties in the business improvement area.

3. Subject to the Commercial Drive Business Improvement Area Designation By-Law, the terms and conditions set out in this By-law, and Council’s approval of the budget referred to in section 4, Council, by annual resolution, may grant money to the Association at such times and in such amounts as Council determines.

4. The grant money may be paid to the Association, subject to the following conditions:

- (a) the Association must have as one of its aims, functions or purposes the planning and implementation of a business promotion scheme;
- (b) the Association must give at least 60 days notice to the Director of any general meeting at which the Association proposes the amendment of its constitution or by-laws, together with the text of the proposed amendments;
- (c) the Association must not alter its constitution and by-laws without first obtaining the consent of the Director;
- (d) the grant money must only be spent by the Association;
- (e) the Association must only spend the grant money for a business promotion scheme;
- (f) on or before December 31<sup>st</sup> of each year, the Association must submit a summary budget and a budget to the Director for approval by Council;
- (g) on or before September 30<sup>th</sup> of each year, the Association must deliver the Association’s audited financial statements to the Director;
- (h) the Association must keep grant money and revenue derived from grant money in a separate account or sub-account;
- (i) the Association must:
  - (i) have sufficient funds to pay all its debts, and
  - (ii) insofar as possible, pay all its debts,by the end of the fiscal year;
- (j) the Association must permit the Director to inspect all financial records that, in the opinion of the Director, must be inspected in order to verify and obtain further particulars of budgets and audited financial statements as they relate

to grant money, except that such inspections must take place during normal business hours and on reasonable notice;

- (k) the Association may invest any grant money not required for immediate use but must do so only in securities in which trustees are authorized to invest in accordance with the Trustee Act of British Columbia;
- (l) the Association must carry commercial general liability insurance:
  - (i) in the amount of at least \$5,000,000.00,
  - (ii) with a maximum deductible of \$5000.00,
  - (iii) naming the city as an additional named insured,
  - (iv) containing a cross coverage provision, and
  - (v) including an endorsement stating that the Director will be given 60 days' notice of any material change to or cancellation of the policy;
- (m) the Association must provide proof of insurance, to the satisfaction of the Director, annually and within 30 days of the effective date of the insurance or insurance renewal;
- (n) the Association must give notice to the Director of every general meeting, other than a meeting referred to in subsection (b), together with the financial and membership information that is provided to owners and tenants in accordance with subsection (o), at least 14 days before the date scheduled for the meeting if delivered by hand or transmitted via facsimile or electronically, and at least 21 days before the date scheduled for the meeting if delivered by any other means;
- (o) the Association must give notice of every general meeting to all owners and tenants, together with the proposed budget, the audited financial statements, and membership application information, at least 14 days before the date scheduled for the meeting if delivered by hand or transmitted via facsimile or electronically, and at least 21 days before the date scheduled for the meeting if delivered by any other means;
- (p) notice of a general meeting:
  - (i) must be given to owners to their address as ascertained from the most recent assessment roll for the City of Vancouver,
  - (ii) may be given to tenants or the Director by hand delivery to their business address, or by mail, e mail or facsimile or similar means, and
  - (iii) must not be given solely by means of publication in a newspaper or on a website;

- (q) the quorum at a general meeting must be a minimum of 15 persons present in person or by proxy, except that each proxy holder present must hold no more than one proxy vote;
- (r) within 30 days of every general meeting, the Association must submit to the Director:
  - (i) a declaration of meeting, and
  - (ii) in the case of an annual general meeting, a list of directors; and
- (s) the board of directors of the Association must include at least one property owner and one business owner.

5. The Association must comply with all the provisions of this By-law.

6. If, in the opinion of the Director, the Association has failed to comply with any of the provisions in this By-law, the Director may withhold payment of all or part of the grant money.

7. This By-law is to come into force and take effect on April 1, 2015, and is to expire and have no further force or effect after March 31, 2022.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**EXPLANATION****Designation of an area described as  
Commercial Drive as a Business Improvement Area  
for the term April 1, 2015 to March 31, 2022**

Enactment of the attached By-law will implement Council's resolution of March 4, 2015 to designate Commercial Drive as a business improvement area with a seven (7) year funding ceiling of \$3,850,000.00 for the term April 1, 2015 to March 31, 2022.

Director of Legal Services  
March 24, 2015



BY-LAW NO. \_\_\_\_\_

**A By-law to Designate a Business Improvement Area in that area of the City known as Commercial Drive for the term April 1, 2015 to March 31, 2022**

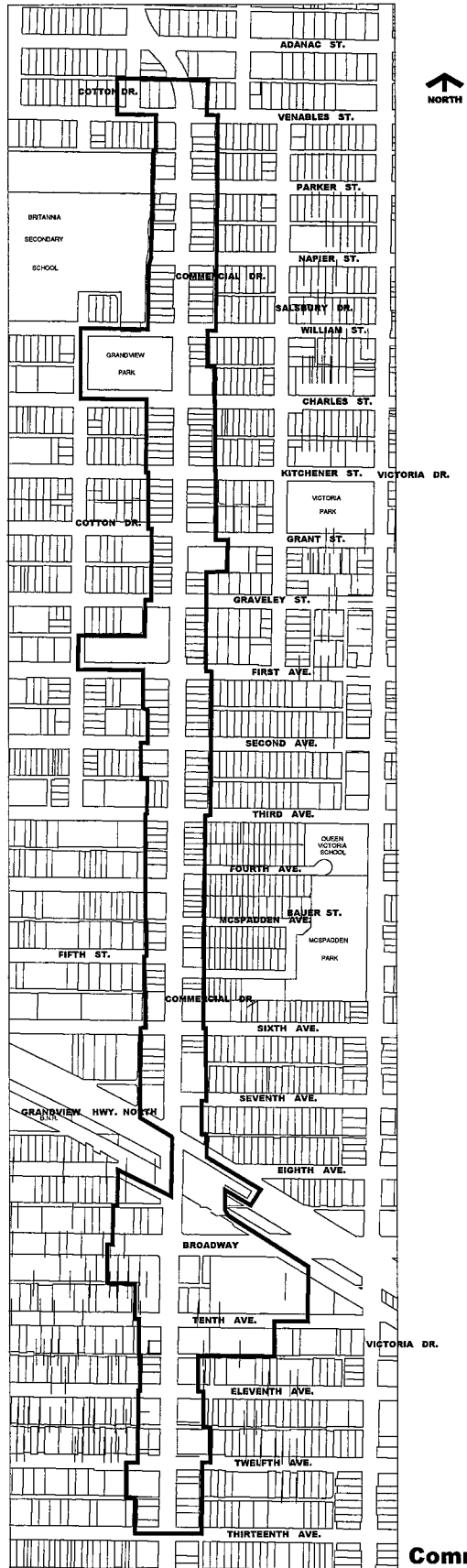
THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. The name of this By-law, for citation, is the "2015 Commercial Drive BIA Designation By-law".
2. Council, by initiative, designates as a business improvement area that portion of the city outlined in black on the plan attached to and forming part of this By-law.
3. The amount of money Council from time to time grants to an applicant for the planning and implementation of a business promotion scheme in the area designated under section 2 must not exceed, in aggregate, \$3,850,000.00.
4. Recovery by the city of the amount of money granted to an applicant is to be pursuant to the levy and imposition of a tax on class 5 and class 6 real property from the owners of land and improvements within the area designated under section 2.
5. This By-law is to come into force and take effect on April 1, 2015, and is to expire and have no further force or effect after March 31, 2022.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



**Commercial Drive BIA**



**EXPLANATION****2015 Grant Allocation By-law  
Hastings North Business Improvement Association**

Following a Court of Revision on February 4, 2015, Council passed a resolution on March 4, 2015 which included an instruction to bring forward the necessary grant allocation by-law for the business improvement area in an area generally described as Hastings North Expansion, for a term of three (3) years. Enactment by Council of this By-law, after its enactment of the Hastings North Expansion Business Improvement Area Designation By-law, will complete that instruction.

Director of Legal Services  
March 24, 2015



BY-LAW NO. \_\_\_\_\_

**A By-law to Grant Money for a Business Promotion Scheme  
in the Hastings North Expansion Business Improvement Area**

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

1. The name of this By-law, for citation, is the “Hastings North Expansion Business Improvement Area Grant Allocation By-law”.

2. In this By-law:

“accountant” means a member in good standing, or a partnership whose partners are members in good standing, of the Chartered Professional Accountants of British Columbia and who is authorized to carry on public practice;

“Association” means the Hastings North Business Improvement Association;

“audited financial statements” mean financial statements that have been audited by an accountant and that include a Statement of Financial Position, a Statement of Revenue and Expenditures, a Statement of Cash Flows, a Statement of Retained Earnings or Equity, and a separate schedule for grant money and revenue derived from grant money;

“budget” means a budget based on a fiscal year commencing April 1, containing information sufficient in detail to describe anticipated expenses and revenues, including anticipated non-grant expenses and revenues, and that has been approved at a general meeting of the Association;

“business improvement area” means the area of the city designated by Council as the Hastings North Expansion Business Improvement Area;

“business promotion scheme” means a business promotion scheme as defined in section 455 of the Vancouver Charter;

“declaration of meeting” means a document that includes a copy of the draft minutes of a general meeting, together with a declaration that all persons eligible to be BIA members were notified of the meeting, the meeting was duly convened and conducted, a quorum was achieved and maintained, and, in the case of an annual general meeting, that the budget and audited financial statements were approved;

“Director” means the Director of Finance appointed by Council and any person authorized to act on behalf of the Director of Finance;

“grant money” means any money granted to the Association by Council pursuant to this By-law;

“list of directors” means a list of the names and executive positions of continuing and newly elected directors, together with contact information for one director;

“owner” means all persons who own class 5 or class 6 properties in the business improvement area;

“summary budget” means a budget in a form satisfactory to the Director; and

“tenant” means all persons who lease class 5 or class 6 properties in the business improvement area.

3. Subject to the Hastings North Expansion Business Improvement Area Designation By-Law, the terms and conditions set out in this By-law, and Council’s approval of the budget referred to in section 4, Council, by annual resolution, may grant money to the Association at such times and in such amounts as Council determines.

4. The grant money may be paid to the Association, subject to the following conditions:

- (a) the Association must have as one of its aims, functions or purposes the planning and implementation of a business promotion scheme;
- (b) the Association must give at least 60 days notice to the Director of any general meeting at which the Association proposes the amendment of its constitution or by-laws, together with the text of the proposed amendments;
- (c) the Association must not alter its constitution and by-laws without first obtaining the consent of the Director;
- (d) the grant money must only be spent by the Association;
- (e) the Association must only spend the grant money for a business promotion scheme;
- (f) on or before December 31<sup>st</sup> of each year, the Association must submit a summary budget and a budget to the Director for approval by Council;
- (g) on or before September 30<sup>th</sup> of each year, the Association must deliver the Association’s audited financial statements to the Director;
- (h) the Association must keep grant money and revenue derived from grant money in a separate account or sub-account;
- (i) the Association must:
  - (i) have sufficient funds to pay all its debts, and
  - (ii) insofar as possible, pay all its debts,by the end of the fiscal year;

- (j) the Association must permit the Director to inspect all financial records that, in the opinion of the Director, must be inspected in order to verify and obtain further particulars of budgets and audited financial statements as they relate to grant money, except that such inspections must take place during normal business hours and on reasonable notice;
- (k) the Association may invest any grant money not required for immediate use but must do so only in securities in which trustees are authorized to invest in accordance with the Trustee Act of British Columbia;
- (l) the Association must carry commercial general liability insurance:
  - (i) in the amount of at least \$5,000,000.00,
  - (ii) with a maximum deductible of \$5000.00,
  - (iii) naming the city as an additional named insured,
  - (iv) containing a cross coverage provision, and
  - (v) including an endorsement stating that the Director will be given 60 days' notice of any material change to or cancellation of the policy;
- (m) the Association must provide proof of insurance, to the satisfaction of the Director, annually and within 30 days of the effective date of the insurance or insurance renewal;
- (n) the Association must give notice to the Director of every general meeting, other than a meeting referred to in subsection (b), together with the financial and membership information that is provided to owners and tenants in accordance with subsection (o), at least 14 days before the date scheduled for the meeting if delivered by hand or transmitted via facsimile or electronically, and at least 21 days before the date scheduled for the meeting if delivered by any other means;
- (o) the Association must give notice of every general meeting to all owners and tenants, together with the proposed budget, the audited financial statements, and membership application information, at least 14 days before the date scheduled for the meeting if delivered by hand or transmitted via facsimile or electronically, and at least 21 days before the date scheduled for the meeting if delivered by any other means;
- (p) notice of a general meeting:
  - (i) must be given to owners to their address as ascertained from the most recent assessment roll for the City of Vancouver,
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  - (iii) must not be given solely by means of publication in a newspaper or on a website;

- (q) the quorum at a general meeting must be a minimum of 15 persons present in person or by proxy, except that each proxy holder present must hold no more than one proxy vote;
- (r) within 30 days of every general meeting, the Association must submit to the Director:
  - (i) a declaration of meeting, and
  - (ii) in the case of an annual general meeting, a list of directors; and
- (s) the board of directors of the Association must include at least one property owner and one business owner.

5. The Association must comply with all the provisions of this By-law.

6. If, in the opinion of the Director, the Association has failed to comply with any of the provisions in this By-law, the Director may withhold payment of all or part of the grant money.

7. This By-law is to come into force and take effect on April 1, 2015, and is to expire and have no further force or effect after March 31, 2018.

ENACTED by Council this                      day of                      , 2015

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**EXPLANATION**

**Designation of an area described as  
Hastings North Expansion  
as a Business Improvement Area  
for the term April 1, 2015 to March 31, 2018**

Enactment of the attached by-law will implement Council's resolution of March 4, 2015 to designate Hastings North Expansion as a business improvement area with a three year funding ceiling of \$456,000.00 for the term April 1, 2015 to March 31, 2018.

Director of Legal Services  
March 24, 2015

BY-LAW NO. \_\_\_\_\_

**A By-law to Designate a Business Improvement Area in that area of the City known as Hastings North Expansion**

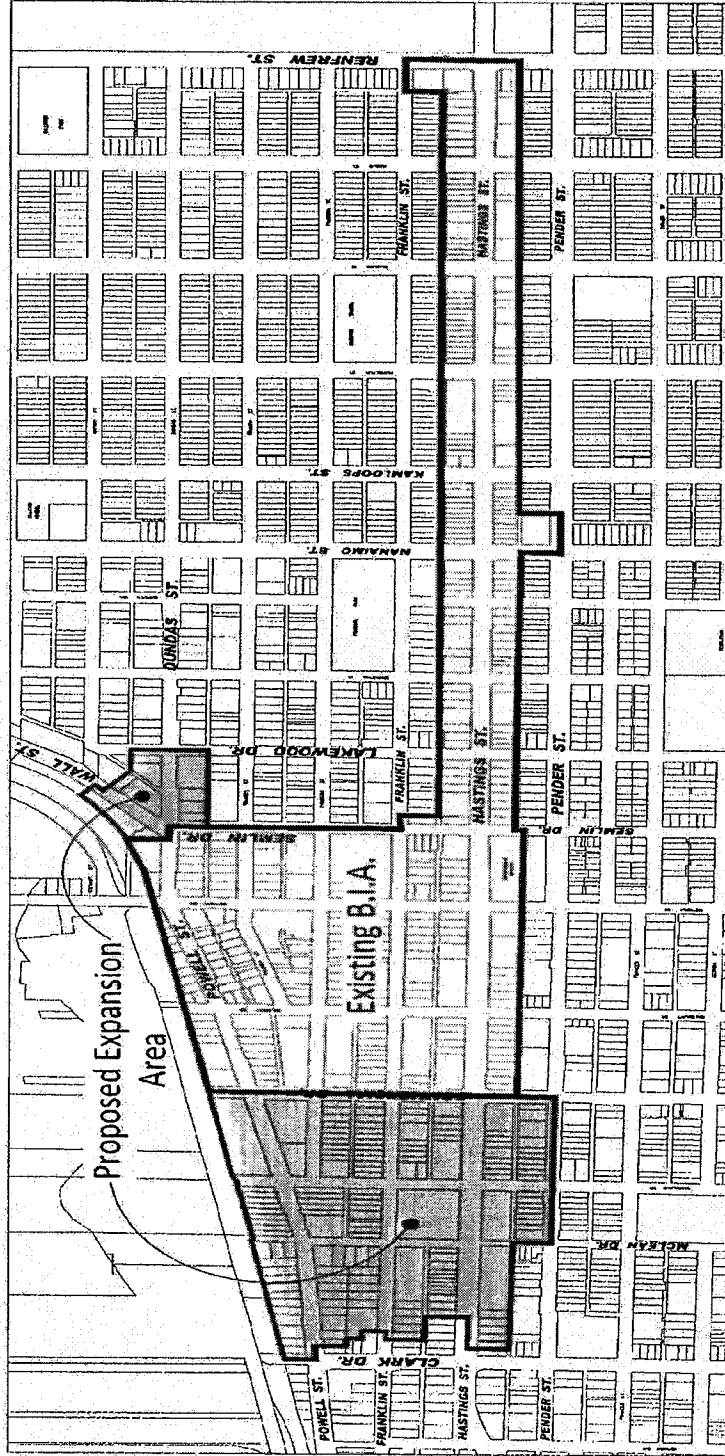
THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. The name of this By-law, for citation, is the “Hastings North Expansion Business Improvement Area Designation By-law”.
2. Council, by initiative, designates as a business improvement area that portion of the city outlined in black and shaded on the plan attached to and forming part of this By-law.
3. The amount of money Council from time to time grants to an applicant for the planning and implementation of a business promotion scheme in the area designated under section 2 must not exceed, in aggregate, \$456,000.00.
4. Recovery by the city of the amount of money granted to an applicant is to be pursuant to the levy and imposition of a tax on class 5 and class 6 real property from the owners of land and improvements within the area designated under section 2.
5. This By-law is to come into force and take effect on April 1, 2015, and is to expire and have no further force or effect after March 31, 2018.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



Existing Hastings North B.I.A. with Proposed Expansion-area





**EXPLANATION****Heritage Taxation Exemption By-law  
Re: 9 West Cordova Street**

On January 21, 2015, Council approved a heritage taxation exemption for eligible heritage property at 9 West Cordova Street to a value of \$358,680 or for 10 years, whichever first occurs, subject to the approval of the electors in accordance with section 396A of the Vancouver Charter. Notice has been given to the electors, the proposed by-law has been posted and approval of the electors is now deemed to have been given, in accordance with the provisions of section 396A. Enactment of the attached By-law will complete Council's recommendation.

Director of Legal Services  
March 24, 2015

9 West Cordova Street



BY-LAW NO. \_\_\_\_\_

**Heritage Taxation Exemption By-law**

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

1. Council exempts from real property taxation the eligible heritage property legally described as: PID: 009-354-492, Lot B, Block 2, Old Granville Townsite Plan 10753:

(a) to a value of \$358,680.00, calculated from and after the commencement date;  
or

(b) for 10 years, calculated from and after the commencement date,

whichever first occurs.

2. If issuance of an occupancy permit for the heritage rehabilitation work authorized under development application number DE417522 occurs:

(a) before October 31<sup>st</sup>, the commencement date will be January 1<sup>st</sup> of the next calendar year;

(b) on or after October 31<sup>st</sup>, the commencement date will be January 1<sup>st</sup> of the calendar year after the next calendar year.

3. If the applicant for the development permit does not fulfil, or cause to be fulfilled, all requirements necessary to obtain issuance of an occupancy permit for the work authorized, pursuant to development application number DE417522 within 60 months after the enactment date of this By-law, this By-law will expire and have no further force or effect.

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

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**EXPLANATION****Authorization to amend a  
Heritage Revitalization Agreement  
with the owner of 9 West Cordova Street**

After the public hearing on February 12, 2008, Council resolved to enter into a By-law to 9 West Cordova Street, pursuant to Section 592 of the Vancouver Charter (the "Heritage Revitalization Agreement"). The Heritage Revitalization Agreement was authorized by Council by By-law No. 9743 on October 28, 2008.

On January 21, 2015, Council authorized the City to enter into an agreement to amend the Heritage Revitalization Agreement. This amendment does not further vary use or density and a public hearing is not required pursuant to Section 592 of the Vancouver Charter. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
March 24, 2015

9 West Cordova Street



BY-LAW NO. \_\_\_\_\_

**A By-law to authorize the amendment of a  
Heritage Revitalization Agreement Authorized by By-law No. 9743**

PREAMBLE

WHEREAS

Council has authority under the *Vancouver Charter* to amend an existing Heritage Revitalization Agreement with the consent of the owner of heritage property.

AND WHEREAS

Pursuant to By-law No. 9743, the City of Vancouver (the "City") has entered into a Heritage Revitalization Agreement with the owner of certain property with a civic address of 9 West Cordova Street (the "Heritage Revitalization Agreement").

AND WHEREAS

The owner now wishes to amend the Heritage Revitalization Agreement and the owner's proposed amendments are acceptable to the City.

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

1. Council authorizes amendment of the Heritage Revitalization Agreement with the owner, in substantially the form and substance of the Heritage Revitalization Amendment 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 \_\_\_\_\_, 2015

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

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

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

LTO Client number: 10647  
Phone number: 604.829.2001  
Matter number: 14-0826

BC V5Y 1V4

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]  
**009-354-492 LOT B BLOCK 2 OLD GRANVILLE TOWNSITE PLAN 10753**

STC? YES

3. NATURE OF INTEREST

CHARGE NO. ADDITIONAL INFORMATION

**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  
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):

**KING TIGER INVESTMENTS LTD. (INCORPORATION NO. 723255)**

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

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

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)

**Elizabeth H. Yip**  
Barrister & Solicitor  
Terra Law Corporation  
Suite 2800 - 650 West Georgia St.  
Vancouver, BC V6B 4N7  
604-628-8998

(as to both signatures)

Execution Date		
Y	M	D
15	1	20

Transferor(s) Signature(s)

**KING TIGER INVESTMENTS LTD.**  
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.

LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Execution Date		
Y	M	D
15		

Transferor / Borrower / Party Signature(s)

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 3 of the *Land Title Act* as they pertain to the execution of this instrument.

LAND TITLE ACT  
FORM E

## SCHEDULE

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant	BB1030307	Modification of Covenant BB1030307

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant	BB1030309	Modification of Covenant BB1030309

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Statutory Right of Way	BB1030311	Modification of Statutory Right of Way BB1030311

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Equitable Charge	BB1030313	Modification of Equitable Charge BB1030313

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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**TERMS OF INSTRUMENT – PART 2**  
**MODIFICATION of HERITAGE REVITALIZATION AGREEMENT**  
**1-9 WEST CORDOVA STREET**  
**(FORMERLY 265 CARRALL STREET)**

**WHEREAS:**

- A. The Owner is the registered owner of the parcel of land having a street address of 1-9 West Cordova 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 situated on the Lands a building, known as the "Boulder Hotel" (the "**Building**"), which is designated as a protected heritage building and listed in Category B on the Vancouver Heritage Register.
- C. The Owner and the City entered into a heritage revitalization agreement in respect of the Lands and an adjacent site also owned by the Owner having a legal description of PID: 015-713-351, The East 26 Feet of Lot 14, Block 2, Old Granville Townsite Plan 168 (the "**Adjacent Site**"), which was registered in the Land Title Office on December 8, 2008 under Nos. BB1030307 to BB1030314 (the "**HRA**").
- D. The HRA was entered into as part of a proposed development of the Lands and the Adjacent Site pursuant to Development Permit Application No. DE410844 (the "**Old DP Application**"), which contemplated consolidation of the Lands with the Adjacent Site; the Old DP Application was subsequently withdrawn and the HRA has now been discharged from the Adjacent Site.
- E. Pursuant to Development Permit Application DE417522 (the "**New DP Application**"), an accompanying new conservation plan dated December 2, 2013, and an application for a conversion permit pursuant to the City of Vancouver *Single Room Accommodation By-law No. 8733*, the Owner has now applied to redevelop the Lands (but not the Adjacent Site) to:
  - (a) Convert 22 *Single Room Accommodation By-law* designated rooms in the Building into eight self-contained secured market rental housing units; and
  - (b) Restore and rehabilitate the Building in accordance with the conservation plan submitted to the City dated December 2, 2013, so as to:
    - (i) Preserve and restore the two principal facades of the Building;
    - (ii) Restore the main cornice based on archival photos and DE documentation and consistent in form, materials and details with the original.
    - (iii) Preserve, restore and rehabilitate the Building's storefronts;
    - (iv) Replace existing second and third floor double hung windows and frames with single hung wood window replica, double-glazed to match existing window detailing and character;

#170659v8  
January 20, 2015

Modification of Heritage Revitalization Agreement  
1-9 West Cordova Street (formerly 265 Carrall Street)

(v) Retain the Building structure, conduct voluntary structural upgrades and seismically upgrade the Building; and

(vi) Update all building systems.

F. Due to differences between the development of the Lands as proposed in the Old DP Application and the development proposed in the New DP Application, and in order to address the discharge of the HRA from title to the Adjacent Site certain terms and conditions in the HRA need to be modified.

G. The City and the Owner have agreed to modify the HRA on the terms and conditions set out herein, subject to enactment of a bylaw authorizing this Modification (this "Agreement") pursuant to Section 592(4) of the *Vancouver Charter*.

**NOW THEREFORE** in consideration of the matters referred to in the foregoing recitals, covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the Owner and the City), the Owner and the City hereby covenant and agree as follows:

**1. Interpretation**

All capitalized terms in this Agreement, unless otherwise defined in this Agreement, have the meanings ascribed thereto in the HRA.

**2. Modification of HRA**

The HRA is hereby modified as of the date that this Agreement is registered in the Land Title Office as follows:

(a) the address "265 Carrall Street" is hereby deleted from the title of the document on top of page 4 and replaced with "1-9 West Cordova Street".

(b) Recital A is hereby deleted and replaced with the following:

"A. The Transferor (the "Owner" (as further defined herein)) is the registered owner of the following lands and premises:

PID: 009-354-492  
Lot B Block 2 Old Granville Townsite Plan 10753

(the "Lands").

(c) Recital C is hereby deleted and replaced with the following:

"C. Pursuant to development permit application DE417522 (the "DP Application"), the Owner has applied to the City for permission to redevelop the Lands:

(i) by restoring and rehabilitating the Building in accordance with the Conservation Plan, in exchange for, among other things; the removal of 22 designated rooms from the City's *Single Room Accommodation Bylaw* and the assignment to the Lands of a heritage density bonus grant of

#170659v8  
January 2, 2015

Modification of Heritage Revitalization Agreement  
1-9 West Cordova Street (formerly 265 Carrall Street)

61,825 square feet to be transferred for use off-site in accordance with the City's policy on Transfer of Density; and

- (ii) by converting the 22 designated rooms to eight self contained secured market rental residential Dwelling Units, which may, for the life of the Building, and subject to further approval by the City, be used for Accessory Uses including General Office use and/or Artist Studio – Class A use (with capitalized terms not otherwise defined herein being as defined in the *Zoning and Development By-laws*) on the conserved and renovated second and third floors of the Building, together with ground floor uses consistent with the current zoning for the Building.”
- (d) the definition of “Addition” at section 1.1(a) is hereby deleted and replaced with “intentionally deleted”;
- (e) the definition of “Building’s Heritage Features” at section 1.1(d) is hereby deleted and replaced with the following:
  - “(d) “Building’s Heritage Features” means the heritage features of the Building as described in the Conservation Plan, including, without limitation:
    - (i) the Building’s two principal, exterior, stone heritage facades, which face Cordova and Carrall Streets;
    - (ii) the documented 1938 appearance of the Building’s wood windows and storefronts; and
    - (iii) some of the Building’s interior finishing features, including, without limitation, newel posts, stair balusters, door trims and coronets, wainscoting, shutters and hardware;”
- (f) the following is added as section 1.1(f.1):
  - “(f.1) “Conservation Plan” means the written plan and guidelines prepared by and/or under the supervision of the Consultant dated December 2, 2013 and explicitly accepted by the City for the rehabilitation and conservation of the Building as provided for hereunder;”
- (g) section 2.1(a) is hereby deleted and replaced with the following:
  - “(a) within twenty-four (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*, will rehabilitate or cause the rehabilitation of the Building and shall do so in accordance with this Agreement, the Development Permit and the Conservation Plan, including, without limitation:
    - (i) preserving and restoring the two principal facades of the Building;

- (ii) restoring the main cornice based on archival photos and DE documentation and consistent in form, materials and details with the original;
- (iii) preserving, restoring and rehabilitating the Building's storefronts;
- (iv) replacing existing second and third floor double hung windows and frames with single hung wood window replica, double-glazed to match existing window detailing and character;
- (v) retaining the Building structure, conduct voluntary structural upgrades and seismically upgrade the Building; and
- (vi) updating all building systems;"
- (h) section 2.1(d) is amended by inserting the word "reasonable" before the word "satisfaction" in the first line thereof;
- (i) section 2.1(g) is amended by inserting the words "not to be unreasonably withheld" at the end of such section;
- (j) "Commercial" is deleted from the second last line of section 4.1(g);
- (k) section 5.1(b) is hereby deleted; and
- (l) section 5.4 is amended by inserting the words "or other financial institution mutually acceptable to the City and the Owner" after the word "bank" in the second line thereof.

### **3. HRA Ratified and Confirmed**

Except as hereby expressly modified, the HRA is hereby ratified and confirmed by the City and the Owner to the effect and with the intent that the HRA and this Agreement will be read and construed as one document.

### **4. Conflict**

In the event of any conflict between the terms and conditions of the HRA and this Agreement, the terms and conditions of this Agreement will prevail.

### **5. Further Assurances**

The City and the Owner will do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.

### **6. Binding Effect**

This Agreement will enure to the benefit of and be binding upon the City and the Owner and their respective successors and permitted assigns.

**END OF DOCUMENT**

#170659v8  
January 2, 2015

Modification of Heritage Revitalization Agreement  
1-9 West Cordova Street (formerly 265 Carrall Street)

**EXPLANATION****A By-law to amend the Parking By-law  
Re: 3323-3367 East 4<sup>th</sup> Avenue**

After the public hearing on March 13, 2014, Council resolved to add 3323-3367 East 4<sup>th</sup> Avenue to Schedule C of the Parking By-law. The Director of Planning has advised that all prior to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
March 24, 2015

CD-1 District Parking requirements  
3323-3367 East 4<sup>th</sup> Avenue



BY-LAW NO. \_\_\_\_\_

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

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

1. This By-law amends the indicated provisions of the Parking By-law.
2. To Schedule C, Council adds:  
  
"3323-3367 East 4<sup>th</sup> Avenue By-law No. 11163 CD-1 (597) Parking, loading and bicycle spaces in accordance with by-law requirements on February 17, 2015 except that:
  - a) for multiple residential units there shall be a minimum of 0.5 parking spaces per unit; and
  - b) class A bicycle parking spaces may be reduced by up to 50%."
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     , 2015

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Mayor

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City Clerk

**EXPLANATION****2014 Costs for the South Fraser Street  
Collective Parking Project**

Under section 506A of the *Vancouver Charter*, where Council has completed construction of a collective parking project undertaken as a local improvement, Council may pass a by-law annually to provide for the costs of maintaining the project, including real property taxes and local improvement charges which may be levied, but for the exemption allowed on City-owned lands. The attached By-law is to charge the benefiting owners with the 2014 maintenance costs and taxes with respect to the South Fraser Street Collective Parking Project.

Director of Legal Services  
March 24, 2015

BY-LAW NO. \_\_\_\_\_

**A By-law to assess real property to defray 2014 costs  
for the South Fraser Street Collective Parking Project**

**PREAMBLE**

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

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

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

1. Council hereby imposes a special assessment upon the parcels of real property benefited by, and specially assessed for the costs of, the South Fraser Street Project, and described in Schedule A, to defray the costs of \$294,005.59 incurred by the City in connection with the project, calculated as set out in Schedule B, which apply to the period from January 1, 2014 to December 31, 2014, and hereby levies against each such parcel of real property, as a special rate over and above all other rates and taxes, the individual amount being a portion of such costs set out in Schedule A, opposite the description of each parcel.
2. Schedules A and B attached to this By-law form part of this By-law.
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



## South Fraser Collective Parking

### Schedule "A"

**Total Amount to be collected** \$294,005.59

Co-ordinate and Legal Description	Assessed Footage	Exempt Footage	2014 Charge
<b><u>West Side</u></b>			
016-210-755-07 Lots 19 & 20, Blk 2, DL 645, Pln 2317	57.20		7,123.66
016-210-755-29 Lot 21, Blk 2, DL 645, Pln 2317	25.00		3,113.49
016-210-755-37 Lot 22, Blk 2, DL 645, Pln 2317	25.00		3,113.49
016-210-755-45 Lot 23, Blk 2, DL 645, Pln 2317	25.00		3,113.49
016-210-755-63 Lot A, Blk 2, DL 645, Pln 15444	50.05		6,233.21
016-210-755-73 Lot 26, Blk 2, DL 645, Pln 2317	25.00		3,113.49
016-210-755-97 Lot B, Blk 2, DL 645, Pln LMP 15552	57.04		7,103.74
016-210-757-07 Lots 19 & 20, Blk 3, DL 645, Pln 2317	57.00		7,098.76
016-210-757-27 Lot 21, Blk 3, DL 645, Pln 2317	25.00		3,113.49
016-210-757-49 Lot A, Blk 3, DL 645, Pln 2317	75.00		9,340.47
016-210-757-95 Lots 25 & 26 & N. 15 ft. of 27 & 28 Amd, Blk 3, DL 645, Pln 2317	107.00		13,325.74
016-210-758-05 Lot 1, Blk 1, DL 646, Pln 1427	33.00		4,109.81

**West Side cont'd**

016-210-758-15 Lot 2, Blk 1, DL 646, Pln 1427	33.00	4,109.81
016-210-758-31 Lot 3, Blk 1, DL 646, Pln 1427	33.00	4,109.81
016-210-758-45 Lot 4, Blk 1, DL 646, Pln 1427	33.00	4,109.81
016-210-758-67 Lot 5, Blk 1, DL 646, Pln 1427	33.00	4,109.81
016-210-758-71 Lot 6, Blk 1, DL 646, Pln 1427	33.00	4,109.81
016-210-758-91 Lots 7 & 8, Blk 1, DL 646, Pln 1427	66.00	8,219.61
016-210-761-03 Parcel C, Blk 2, DL 646, Pln BCP7391	66.06	8,227.09
016-210-761-31 Lot 3, Blk 2, DL 646, Pln 1427	33.00	4,109.81
016-210-761-43 Lot 4, Blk 2, DL 646, Pln 1427	33.00	4,109.81
016-210-761-63 Lots 5 & 6, Blk 2, DL 646, Pln 1427	66.00	8,219.61
016-210-761-81 Lot 7, Blk 2, DL 646, Pln 1427	33.00	4,109.81
016-210-761-95 Lot 8, Blk 2, DL 646, Pln 1427	33.00	4,109.81
016-210-765-05 Lot A, Blks 1 to 3 & 22 to 24, DL 649, Pln 1286	92.92	11,572.22
016-210-765-47 Lot 4, Blks 1 to 3 & 22 to 24, DL 649, Pln 1286	30.98	3,858.24
016-210-765-69 Lot B, Blks 1 to 3 & 22 to 24, DL 649, Pln 17897	61.96	7,716.47
016-210-765-87 Lot 7, Blks 1 to 3 & 22 to 24, DL 649, Pln 1286	30.98	3,858.24

**West Side cont'd**

016-210-765-95 Lot 8, Blks 1 to 3 & 22 to 24, DL 649, Pln 1286	30.96	3,855.75
016-210-769-05 Lot 9, Blks 4 to 6, DL 649, Pln 2236	32.00	3,985.27
016-210-769-19 Lot 10, Blks 4 to 6, DL 649, Pln 2236	31.40	3,910.54
016-210-769-33 Lot L, DL 649, Plan BCS46445	62.78	7,818.60
016-210-769-47 Lot 13, Blks 4 to 6, DL 649, Pln 2236	31.40	3,910.53
016-210-769-57 Lot 14, Blks 4 to 6, DL 649, Pln 2236	31.40	3,910.53
016-210-769-75 Lot 15, Blks 4 to 6, DL 649, Pln 2236	31.40	3,910.53
016-210-769-79 Lot 16, Blks 4 to 6, DL 649, Pln 2236	31.40	3,910.53
016-210-769-97 Lot J, Blks 4 to 6, DL 649, Pln LMP2787	62.77	7,817.34

**Total for West Side**

1,618.70

\$201,592.23

**Rate per foot:**

\$124.539589

**Co-Ordinate and Legal Description**

**Assessed  
Footage**

**2014  
Charge**

**East Side**

016-210-755-06 Lots 16 to 18, Blk 1 , DL 664, N 3/4 Pln 2148	99.00	6,164.71
016-210-755-36 Lot 15 , Blk 1, DL 664, N 3/4 Pln 2148	33.00	2,054.90
016-210-755-76 Lots 13 to 14, Blk 1 , DL 664, N 3/4 Pln 7760	63.99	3,984.64
016-210-757-26 Lot 3 , Blks 2 and 3 , DL 664 NE 1/4 Pln 14021		0.00

**East Side cont'd...**

016-210-757-76	*CoV Fraser Library		0.00
Lot A , DL 664, N 1/2 of S. 1/4 Pln 7414			
016-210-757-96		65.98	4,108.56
Lot B , DL 664, S. Pt, Pln 17850			
016-210-758-06		33.00	2,054.90
Lot 18 , Blk 1, DL 663, Pln 1390			
016-210-758-16		33.00	2,054.90
Lot 17 , Blk 1, DL 663, Pln 1390			
016-210-758-24		33.00	2,054.90
Lot 16 , Blk 1, DL 663, Pln 1390			
016-210-758-36		33.00	2,054.90
Lot 15 , Blk 1, DL 663, Pln 1390			
016-210-758-50		33.00	2,054.90
Lot 14 , Blk 1, DL 663, Pln 1390			
016-210-758-64		82.50	5,137.26
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016-210-758-86		49.50	3,082.35
Lots 10 & S ½ of 11, Blk 1, DL 663, Pln 1390			
016-210-761-18		99.00	6,164.71
Lot B, Blk 1, DL 663, Pln 21036			
016-210-761-36		33.00	2,054.90
Lot 6 , Blk 1, DL 663, Pln 1390			
016-210-761-64		66.00	4,109.81
Lot A , Blk 1, DL 663, Pln 1390			
016-210-761-74		33.00	2,054.90
Lot 3 , Blk 1, DL 663, Pln 1390			
016-210-761-98		66.83	4,161.49
Lot C , Blk 1, DL 663, Pln VAP23174			
016-210-765-06		99.33	6,185.26
Lots 1 to 3, Blk 1, DL 662, Pln 1900			
016-210-765-42		33.00	2,054.90
Lot 4 , Blk 1, DL 662, Pln 1900			

**East Side cont'd...**

016-210-765-52 Lot 5 , Blk 1, DL 662, Pln 1900	33.00	2,054.90
016-210-765-68 Lot 6 , Blk 1, DL 662, Pln 1900	33.00	2,054.90
016-210-765-74 Lot 7 , Blk 1, DL 662, Pln 1900	33.00	2,054.90
016-210-765-86 Lots B & 10 Amd , Blk 1, DL 662, Pln 1900	99.17	6,175.30
016-210-769-18 Lot 11 Amd , Blk 1, DL 662, Pln 1900	33.01	2,055.53
016-210-769-26 Lot 12 Amd, Blk 1, DL 662, Pln 1900	35.29	2,197.50
016-210-769-42 Lots 13 Amd & 14 Amd, Blk 1, DL 662, Pln 1900	63.97	3,983.41
016-210-769-64 Lots 15 Amd to 17 , Blk 1, DL 662, Pln 1900	98.51	6,134.21
016-210-769-94 Lots 18 & 19 , Blk 1, DL 662, Pln 1900	66.00	4,109.82

<b>Total for East Side</b>	<b><u>1,484.08</u></b>	<b><u>\$92,413.36</u></b>
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<b>Rate per foot:</b>	<b><u>\$62.269795</u></b>
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	<b>Rate per foot</b>	<b>Total Cost</b>
<b>Total for West Side</b>	<b><u>\$124.539589</u></b>	<b>\$201,592.23</b>
<b>Total for East Side</b>	<b><u>\$62.269795</u></b>	<b><u>92,413.36</u></b>

<b>Total Amount to be Collected:</b>	<b><u>\$294,005.59</u></b>
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## Strata Title Shares

<b>Strata Plan BCS1388 – Total</b>	<b>Shares:</b>	<b>1,861</b>	<b>Amount:</b>	<b><u>\$5,137.26</u></b>
016-210-758-64-0001		73		201.52
016-210-758-64-0002		68		187.71
016-210-758-64-0003		68		187.71
016-210-758-64-0004		79		218.08
016-210-758-64-0005		80		220.84
016-210-758-64-0006		66		182.19
016-210-758-64-0007		66		182.19
016-210-758-64-0008		71		195.99
016-210-758-64-0009		73		201.52
016-210-758-64-0010		69		190.47
016-210-758-64-0011		68		187.71
016-210-758-64-0012		79		218.08
016-210-758-64-0013		75		207.04
016-210-758-64-0014		60		165.63
016-210-758-64-0015		61		168.39
016-210-758-64-0016		63		173.91
016-210-758-64-0017		533		1,471.34
016-210-758-64-0018		101		278.81
016-210-758-64-0019		108		298.13
		<u>1,861</u>		<u>\$5,137.26</u>

# South Fraser Collective Parking

## Schedule "B"

January 1, 2014 to December 31, 2014

### Costs of South Fraser Parking Project:

Account 20001814

Supplying Electrical Energy	\$	1,512.74
Real Property and Local Improvement Taxes		234,218.66
Street Cleaning & Garbage Removal		7,017.31
Snow & Ice Removal		0.00
Maintenance & Repair		37,256.88
Cleaning out of Catch Basins		0.00
2014 Total costs		<u>294,005.59</u>

## South Fraser Collective Parking

### Summary

Charges applicable to lots abutting Fraser Street from 43rd Avenue to 49th Avenue for maintenance of Collective Parking from:

January 1, 2014 to December 31, 2014

### Assessed Footage:

West Side	1,618.70
East Side	1,484.08
<b>Total</b>	<b><u>3,102.78</u></b>

### Exempt Footage:

West Side	0.00
East Side	348.41
<b>Total</b>	<b><u>348.41</u></b>

**Maintenance Charges for the Year 2014:** **\$294,005.59**

### Rate per Foot

(Ratio 2:1 as per agreement)

West Side	<b><u>\$124.539589</u></b>
East Side	<b><u>\$62.269795</u></b>

### Amount To Be Collected

West Side	\$201,592.23
East Side	92,413.36
<b>Total</b>	<b><u>\$294,005.59</u></b>



**EXPLANATION****2014 Costs for the  
East Hastings Street Collective Parking Project**

Under section 506A of the *Vancouver Charter*, where Council has completed construction of a collective parking project undertaken as a local improvement, Council may pass a by-law annually to provide for the costs of maintaining the project, including real property taxes and local improvement charges which may be levied, but for the exemption allowed on City-owned lands. The attached By-law is to charge the benefiting owners with the 2014 maintenance costs and taxes with respect to the East Hastings Street Collective Parking Project.

Director of Legal Services  
March 24, 2015



BY-LAW NO. \_\_\_\_\_

**A By-law to assess real property to defray 2014 costs  
for the East Hastings Street Collective Parking Project**

PREAMBLE

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

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

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

1. Council hereby imposes a special assessment upon the parcels of real property benefited by, and specially assessed for the costs of the East Hastings Street Project, and described in Schedule A to defray the costs of \$169,666.18 incurred by the City in connection with the project, calculated as set out in Schedule B, which apply to the period from January 1, 2014 to December 31, 2014; and hereby levies against each such parcel of real property as a special rate over and above all other rates and taxes, the individual amount, being a portion of such costs set out in Schedule A, opposite the description of each parcel.
2. Schedules A and B referred to herein, and attached to this By-law, form part of this By-law.
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

East Hastings Collective Parking

Schedule "A"

2014 Total Amount to be collected \$169,666.18

Co-Ordinate & Legal Description	Assessed Footage	Exempt Footage	2014 Charge
<b><u>North Side</u></b>			
020-590-270-05 Lots 21 Amd & 22, Blk 54, THSL, Pln 1718	67.00		5,428.84
020-590-270-21 Lot 20 Amd, Blk 54, THSL, Pln 1718	33.00		2,673.91
020-590-270-33 Lot 19 Amd, Blk 54, THSL, Pln 1718	33.00		2,673.91
020-590-270-45 Lot 23, Blk 54, THSL, Pln 1718	26.90		2,179.64
020-590-270-51 Lot 24, Blk 54, THSL, Pln 1718	26.90		2,179.64
020-590-270-63 Lot 18, Blk 54, THSL, Pln 1718	33.00		2,673.91
020-590-270-69 Lot 17, Blk 54, THSL, Pln 1718	33.00		2,673.91
020-590-270-75 Lot 16, Blk 54, THSL, Pln 1718	33.00		2,673.91
020-590-270-83 Lot 15 Amd, Blk 54, THSL, Pln 1718 EX Pln16952	48.30		3,913.63
020-590-270-95 Lot 13 Amd, Blk 54, THSL, Pln 1718 EX Pln16952	38.50		3,119.56
020-271-588-74 Lot A of 31 & 32 Blk 53, THSL, Pln 6748	33.00	27.00	2,673.91
020-590-271-05 Lot B of 31 & 32 Blk 53, THSL, Pln 6748	33.00	27.00	2,673.91

Co-Ordinate & Legal Description	Assessed Footage	Exempt Footage	2014 Charge
<b><u>North Side cont'd.</u></b>			
020-590-271-23 Lots 29 & 30, Blk 53, THSL, Pln 1019	66.00		5,347.81
020-590-271-31 Lots 27 & 28, Blk 53, THSL, Pln 1019	66.00		5,347.81
020-590-271-63 Lot 1, Blk 53, THSL, Pln EPP20224	33.00		26,739.05
020-590-274-05 Lots 31 to 32, Blk 52, THSL, Pln 410	66.00		5,347.81
020-590-274-17 Lot 30, Blk 52, THSL, Pln 410	33.00		2,673.91
020-590-274-23 Lot 29, Blk 52, THSL, Pln 410	33.00		2,673.91
020-590-274-29 Lot 28, Blk 52, THSL, Pln 410	33.00		2,673.91
020-590-274-35 Lot 27, Blk 52, THSL, Pln 410	33.00		2,673.90
020-590-274-41 Lot 26 Amd, Blk 52, THSL, Pln 410	32.89		2,664.98
020-590-274-47 Lot 25 Amd, Blk 52, THSL, Pln 410	33.11		2,682.81
020-590-274-53 Lot 24, Blk 52, THSL, Pln 410	33.00		2,673.90
020-590-274-59 Lot 23, Blk 52, THSL, Pln 410	33.00		2,673.90
020-590-274-65 Lot 22, Blk 52, THSL, Pln 410	33.00		2,673.90
020-590-274-71 Lot 21, Blk 52, THSL, Pln 410	33.00		2,673.90
020-590-274-79 Lot 20, Blk 52, THSL, Pln 410	33.00		2,673.90

<b>Co-Ordinate &amp; Legal Description</b>	<b>Assessed Footage</b>	<b>Exempt Footage</b>	<b>2014 Charge</b>
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**North Side cont'd.**

020-590-274-95 Lot A, Blk 52, THSL, Pln 410	99.00		8,021.71
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<b>Total for North Side</b>	<b>1,428.60</b>	<b>54.00</b>	<b>\$115,755.59</b>
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**North Side Rate per foot:** \$81.027434

<b>Co-Ordinate &amp; Legal Description</b>	<b>Assessed Footage</b>	<b>Exempt Footage</b>	<b>2014 Charge</b>
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**South Side**

020-590-270-06 Lots 1 and 2, Blk 55, THSL, Plan 2684	65.40		2,649.60
020-590-270-18 Lots 3 and 4, Blk 55, THSL, Plan 2684	60.00		2,430.82
020-590-270-24 Lot 5, Blk 55, THSL, Plan 2684	30.00		1,215.41
020-590-270-36 Lot 6, Blk 55, THSL, Plan 2684	30.00		1,215.41
020-590-270-48 Lot 26, Blk 55, THSL, Plan 2500	25.00		1,012.84
020-590-270-54 Lot 25, Blk 55, THSL, Plan 2500	25.00		1,012.84
020-590-270-60 Lot 24, Blk 55, THSL, Plan 2500 Ex Plan 4298	25.00		1,012.84
020-590-270-66 Lot 23, Blk 55, THSL, Plan 2500 Ex Plan 4298	25.00		1,012.84
020-590-270-80 Lot A, Blk 55, THSL, Ex Pl 9712	50.00		2,025.69

Co-Ordinate & Legal Description	Assessed Footage	Exempt Footage	2014 Charge
<b>South Side cont'd..</b>			
020-590-270-96 Lot 20, Blk 55, THSL, Plan 2500	35.30		1,430.13
020-590-271-04 **Strata LMS183 - see attached	132.01		5,348.22
020-590-271-46 ***Strata LMS1880 - see attached	264.00		10,695.62
020-590-271-78 Lot 13, Blk 56, THSL, Plan 2422	33.00		1,336.95
020-590-271-96 Lots 14 to 16, Blk 56, THSL, Plan 2422	99.00		4,010.86
020-590-274-06 Lot 1, Blk 57, THSL, Plan 309A	48.00		1,944.66
020-590-274-18 Lot 2, Blk 57, THSL, Plan 309A	48.00		1,944.66
020-590-274-26 ***Strata BCS 3366 - see attached	144.00		5,833.98
020-590-274-42 ***Strata LMS 775 - see attached	95.96		3,887.70
020-590-274-68 *Hastings Library exempt		96.00	0.00
020-590-274-96 Lot A, Blk 57, THSL, Plan 309A	96.00		3,889.32
<b>Total for South Side</b>	<b>1,330.67</b>	<b>96.00</b>	<b>\$53,910.39</b>
<b>South Side Rate per foot:</b>	<b>\$40.513717</b>		

	Rate per Foot	Assessed Footage	Total
Total for North Side	\$81.027434	1,428.60	\$115,755.79
Total for South Side	\$40.513717	1,330.67	\$53,910.39
<b>Total Amount to be Collected:</b>			<b><u>\$169,666.18</u></b>

Strata Title Shares

	<u>Shares</u>	<u>Charge</u>
<b>*Strata LMS183 - Total Shares:</b>	<b>10,000</b>	<b>\$5,348.22</b>
020-590-271-04-0001	1,708	913.48
020-590-271-04-0002	8,292	4,434.74
	<u>10,000</u>	<u>\$5,348.22</u>

<b>*Strata LMS775 - Total Shares:</b>	<b>7,087</b>	<b>\$3,887.70</b>
020-590-274-42-0001	1,127	618.24
020-590-274-42-0002	1,127	618.24
020-590-274-42-0003	1,211	664.32
020-590-274-42-0004	1,211	664.32
020-590-274-42-0005	1,211	664.31
020-590-274-42-0006	1,200	658.27
	<u>7,087</u>	<u>\$3,887.70</u>

<b>Strata LMS 1880 -Mixed Use- Commercial units only charged - total shares:</b>	<b>19,405</b>	<b>\$10,695.62</b>
020-590-271-46-0002	878	483.93
020-590-271-46-0003	879	484.49
020-590-271-46-0004	908	500.47
020-590-271-46-0005	880	485.04
020-590-271-46-0006	834	459.68
020-590-271-46-0007	838	461.89
020-590-271-46-0008	936	515.90
020-590-271-46-0014	1,042	574.33
020-590-271-46-0015	1,083	596.93
020-590-271-46-0016	1,083	596.93
020-590-271-46-0017	1,562	860.94
020-590-271-46-0018	945	520.86

020-590-271-46-0019	995	548.42
020-590-271-46-0020	1,000	551.18
020-590-271-46-0021	995	548.42
020-590-271-46-0022	1,028	566.61
020-590-271-46-0023	1,001	551.73
020-590-271-46-0024	845	465.75
020-590-271-46-0025	789	434.88
020-590-271-46-0026	884	487.24
	<u>19,405</u>	<u>\$10,695.62</u>

**Strata Title Shares**

	<u>Shares</u>	<u>Charge</u>
<b>Strata BCS 3366 -Mixed Use- Commercial units only charged - total shares:</b>	<b>721</b>	<b>\$5,833.98</b>
020-590-274-26-0001	90	728.24
020-590-274-26-0002	92	744.42
020-590-274-26-0003	99	801.06
020-590-274-26-0004	76	614.95
020-590-274-26-0005	90	728.24
020-590-274-26-0006	108	873.88
020-590-274-26-0007	79	639.23
020-590-274-26-0008	87	703.96
	<u>721</u>	<u>\$5,833.98</u>



East Hastings Collective Parking

Schedule "B"

January 1, 2014 to December 31, 2014

Costs of East Hastings Parking Project:

<u>Account</u>	<u>20001815</u>	
Supplying Electrical Energy		\$ 1,682.72
Real Property and Local Improvement Taxes		149,332.43
Maintenance & Repairs		18,651.03
Snow & Ice Removal		0.00
<b>Total costs</b>		<u><u>\$169,666.18</u></u>

East Hastings Collective Parking

January 1, 2014 to December 31, 2014

**Summary**

Charges applicable to lots abutting Hastings Street from Nanaimo Street to Slocan Street and on the east side of Kamloops Street from Hastings Street to the lane north for maintenance of Collective Parking

**Assessed Footage:**

North side of Hastings Street and East side of Kamloops Street	1,428.60
South side of Hastings Street	1,330.67
Total	<u><u>2,759.27</u></u>

**Exempt Footage:**

North Side	54.00
South Side	96.00
Total	<u><u>150.00</u></u>

**Maintenance Charges for the year 2014** \$169,666.18

**Cost per foot (Ration 2:1 as per agreement):**

North Side of Hastings Street	\$81.027434
South Side of Hastings Street	\$40.513717

**Amount To Be Collected:**

North Side of Hastings Street	\$115,755.79
South Side of Hastings Street	53,910.39
Total	<u><u>\$169,666.18</u></u>

**EXPLANATION****2014 Maintenance Costs for  
Trounce Alley and Blood Alley Square**

Under section 506B of the *Vancouver Charter*, where Council has completed construction of a local improvement, Council may pass a by-law annually to provide for the costs of maintaining the project, including real property taxes and local improvement charges which may be levied, but for the exemption allowed on City-owned lands. The attached By-law is to charge the benefiting owners with the 2014 maintenance costs with respect to the Trounce Alley and Blood Alley Square Local Improvement Project.

Director of Legal Services  
March 24, 2015



# Trounce Alley and Blood Alley Square Maintenance Project

## SCHEDULE "A"

Total Amount to be collected: \$13,972.54

<u>Co-ordinate &amp; Legal Description</u>	<u>Proportion of Costs</u>	<u>2014 Charge</u>
*026-580-172-60 *Strata Plan BCS 3229, Strata Lots 1-29 and 31-50 see attached	12.12%	1,693.47
026-580-172-80 PARCEL Y BLK 2 PLN BCP29043 DL OGT	15.04%	2,101.47
026-580-172-92 PARCEL Z BLK 2 PLN BCP29042 DL OGT	16.97%	2,371.14
026-589-172-45 LOT A OF 11 BLK 2 OGT REF PLAN 1457 PLAN 168	4.19%	585.45
*026-589-172-65 *CoV Assessable as per L. Kemp Real Est. Serv. LOT 11 EX PCL A & 12 & 13 & 14 EX E 26 FT BLK 2 DL OGT PLAN 168	36.10%	5,044.09
026-589-172-85 E 26 FT OF LOT 14 BLK 2 DL OGT PLAN 168	7.68%	1,073.09
*026-178-580-61 *Strata Plan LMS 738, Strata Lots 1 - 12 see attached	<u>7.90%</u>	<u>1,103.83</u>
	<u>100.00%</u>	<u>\$13,972.54</u>

<b>Strata Plan LMS 738</b>	<b><u>Total Shares</u></b>	<b><u>9,257</u></b>	<b><u>\$1,103.83</u></b>
026 178 580 61 0001	702		83.71
026 178 580 61 0002	614		73.22
026 178 580 61 0003	694		82.75
206 178 580 61 0004	903		107.68
026 178 580 61 0005	716		85.38
026 178 580 61 0006	744		88.72
026 178 580 61 0007	809		96.47
026 178 580 61 0008	903		107.68
026 178 580 61 0009	720		85.85
026 178 580 61 0010	740		88.24
026 178 580 61 0011	809		96.46
026 178 580 61 0012	<u>903</u>		<u>107.67</u>
	<b><u>9,257</u></b>		<b><u>\$1,103.83</u></b>

<b>Strata Plan BCS 3229</b>	<b><u>Total Shares</u></b>	<b><u>4,461</u></b>	<b><u>\$1,693.47</u></b>
026 580 172 60 0001	105		39.86
026 580 172 60 0002	106		40.24
026 580 172 60 0003	126		47.83
026 580 172 60 0004	42		15.94
026 580 172 60 0005	84		31.89
026 580 172 60 0006	68		25.81
026 580 172 60 0007	67		25.43
026 580 172 60 0008	65		24.68
026 580 172 60 0009	67		25.43
026 580 172 60 0010	85		32.27
026 580 172 60 0011	81		30.75
026 580 172 60 0012	58		22.02
026 580 172 60 0013	62		23.54
026 580 172 60 0014	62		23.54
026 580 172 60 0015	59		22.40
026 580 172 60 0016	81		30.75
026 580 172 60 0017	149		56.56
026 580 172 60 0018	121		45.93
026 580 172 60 0019	117		44.42
026 580 172 60 0020	115		43.66
026 580 172 60 0021	121		45.93
026 580 172 60 0022	150		56.94
026 580 172 60 0023	143		54.29
026 580 172 60 0024	91		34.55

Strata Plan BCS 3229 (cont'd)

026 580 172 60 0025	108	41.00
026 580 172 60 0026	102	38.72
026 580 172 60 0027	87	33.03
026 580 172 60 0028	137	52.01
026 580 172 60 0029	129	48.97
026 580 172 60 0031	65	24.68
026 580 172 60 0032	66	25.05
026 580 172 60 0033	85	32.27
026 580 172 60 0034	80	30.37
026 580 172 60 0035	70	26.57
026 580 172 60 0036	111	42.14
026 580 172 60 0037	66	25.05
026 580 172 60 0038	80	30.37
026 580 172 60 0039	60	22.78
026 580 172 60 0040	68	25.81
026 580 172 60 0041	68	25.81
026 580 172 60 0042	62	23.54
026 580 172 60 0043	81	30.75
026 580 172 60 0044	70	26.57
026 580 172 60 0045	111	42.14
026 580 172 60 0046	66	25.05
026 580 172 60 0047	80	30.37
026 580 172 60 0048	144	54.66
026 580 172 60 0049	129	48.97
026 580 172 60 0050	111	42.13
	<u>4,461</u>	<u>\$1,693.47</u>

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

# Trounce Alley and Blood Alley Square Maintenance Project

## Schedule "B"

### Costs to Trounce Alley and Blood Alley Square

January 1, 2014 to December 31, 2014

Account    20001816

Supplying Electrical Energy	\$	0.00
Maintenance of Street Lights		590.15
Sweeping and Flushing Paved Surfaces or Snow Removal		13,382.39
Total costs and charges:	\$	<u>13,972.54</u>



# Trounce Alley and Blood Alley Square Maintenance Project

## Summary

Charges applicable to properties abutting Trounce Alley (namely, the northerly production of the westerly limit of Blood Alley Square and Carrall Street) and in Blood Alley (namely, the public road dedicated as in Reference Plan 11708 in the Land Registry Office)

Costs are distributed in the same proportion as are the capital costs, which gives the percentage indicated for each property as attached on Schedule "A".

Total Maintenance Charges for:	<u>2014</u>	\$13,972.54
Adjustments		\$0.00
Amount to be Collected:		<u>\$13,972.54</u>

## EXPLANATION

**Ticket Offences By-law amending By-law No. 9360  
Re: Housekeeping amendments related to the  
Water Shortage Response By-law and the Water Works By-law**

This By-law contains housekeeping amendments to reflect a recent change to the numbering of the section in the Water Works By-law that creates the offence of wasting water and to increase the fines for offences related to water restrictions and wasting water, to make them consistent with the minimum fines that are provided for those offences in the Water Shortage Response By-law and the Water Works By-law.

Director of Legal Services  
March 24, 2015



BY-LAW NO. \_\_\_\_\_

**A By-law to amend Ticket Offences By-law No. 9360  
regarding housekeeping amendments related to the  
Water Shortage Response By-law and the Water Works By-law**

The Council of the City of Vancouver, in public meeting, enacts as follows:

1. This By-law amends the indicated provisions and schedules of By-law No. 9360.
2. Council strikes out Tables 6 and 7 and substitutes:

**“Table 6  
Water Shortage Response By-law**

Column 1	Column 2	Column 3	Column 4
City Engineer	Water residential lawn outside permitted hours Stage 1	Section 5.1(a)	\$250.00
	Water non-residential lawn outside permitted hours Stage 1	Section 5.1(b)	\$250.00
	Water residential lawn outside permitted hours Stage 2	Section 5.3(a)	\$250.00
	Water non-residential lawn outside permitted hours Stage 2	Section 5.3(b)	\$250.00

**Table 7  
Water Works By-law**

Column 1	Column 2	Column 3	Column 4
City Engineer	Wasting water	Section 3.7	\$250.00

”



**EXPLANATION****Building By-law amending By-law  
Re: Miscellaneous housekeeping amendments  
and clarification regarding accessory and existing buildings**

The attached By-law will correct several housekeeping errors and omissions in Building By-law No. 10908. As well, these provisions will clarify that accessory buildings are only intended for storage and that enhanced accessibility features are not required for minor renovations to existing buildings that do not involve addition, reconstruction or conversion.

Director of Legal Services  
March 24, 2015



BY LAW NO.

**A By-law to amend Building By-law No. 10908  
regarding miscellaneous housekeeping amendments  
and clarification regarding accessory and existing buildings**

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

1. This By-law amends the indicated provisions of the Building By-law.
2. Wherever the word "percent", the word and symbol "%percent" or the symbol "%" occurs, Council strikes it out and substitutes "per cent".
3. In Book I, Division A, Council:
  - a) at the end of Article 1.1.1.1., strikes out "(See Appendix A)";
  - b) strikes out Clause 1.1.1.1.(2)(e) and substitutes:

"e) accessory *buildings* less than 10 m<sup>2</sup> in *building area* that

    - i) do not create a hazard,
    - ii) do not contain human or animal occupancy other than on a transitory basis, and
    - iii) are not environmentally separated from the exterior,";
  - c) in Article 1.1.2.1., strikes out "A-1.1.1.1. (1) in"; and
  - d) in Clause 1.3.3.6.(2)(a) strikes out "1A.7.7." and substitutes "1.6.8."
4. In Book I, Division B, Council:
  - a) in Sentence 3.2.6.8.(1) strikes out "3.2.4.21." and substitutes "3.2.4.22.";
  - b) in Sentence 3.2.7.10.(1) after "1) Electrical conductors" adds "in buildings required to conform to Subsection 3.2.6.";
  - c) in Clause 3.3.1.19.(8)(a) strikes out "and" and substitutes "or";
  - d) after Sentence 3.8.5.1.(2) adds:

"3) This Subsection does not apply to existing *buildings* except for spaces created by

    - a) an *addition*,
    - b) the reconstruction of an existing space, and
    - c) the conversion of an existing space into a *secondary suite* or *lock-out unit*.";
  - e) in Sentences 8.1.4.2.(1) and (2) strikes out "Program" and substitutes "Plan";

- f) after Sentence 9.9.4.5.(1) adds "(2) The opening protection referred to in Sentence (1) may conform to Sentence 3.2.3.13.(4).";
- g) after Sentence 9.9.4.6.(1) adds "(2) The opening protection referred to in Sentence (1) may conform to Sentence 3.2.3.13.(4).";
- h) In Clause 10.2.1.1.(1)(a) strikes out "ANSI/ASHRAE/IESNA 90.1-2010, "Energy Standard for Buildings, except Low-Rise Residential Buildings", and" and substitutes "ANSI/ASHRAE/IESNA 90.1-2010, "Energy Standard for Buildings, except Low-Rise Residential Buildings", excluding Section 8 Power, 8.4.2 Automatic Receptacle Control , and";
- i) in Subclause 10.2.1.1.(1)(a)(iv) adds ",to a maximum of 40 per cent for windows and to a maximum of 5 per cent for skylights," after "reference building";
- j) in Table 11.2.1.2.C of Appendix A in row "E2" under the column "Solution" strikes out "1-L1 and";
- k) in Table 11.2.1.2.C of Appendix A in row "E3" under the column "Solution" strikes out "2-L3 and 2-L4" and substitutes "1-L3";
- l) in Table 11.2.1.2.C of Appendix A in row "E4" under the column "Solution" strikes out "2-L3 and 2-L4 and 1-L5" and substitutes "1-L4";
- m) in Table 11.2.1.2.C of Appendix A in row "E5" under the column "Solution" strikes out "L6 (HVAC)" and substitutes "Select 1-L6";
- n) in Table 11.2.1.2.C of Appendix A in row "E5" under the column "Objective Statement" strikes out "entire HVAC system(s)";
- o) in Table 11.2.1.2.D of Appendix A in row "L1", sub-row "HVAC" under the column "Alternative Acceptable Solution Options" adds rows "12) Install exhaust unit with appropriate air flow rating for stove (maximum 300 cfm)" and "13) Install restrictor to existing stove exhaust unit reducing operation to 300 cfm or less";
- p) in Table 11.2.1.2.D of Appendix A in row "L1", sub-row "Lighting" under the column "Alternative Acceptable Solution Options" adds row "3) Upgrade all Lighting within scope of work area to High Efficiency light sources";
- q) in Table 11.2.1.2.D of Appendix A in row "L2", sub-row "HVAC" under the column "Alternative Acceptable Solution Options" adds rows "3) Remove Wood-Burning Fireplace unit", "4) Replace gas fireplace pilot light with electronic ignition unit with energy rating over 50", and "5) Install makeup air supply per code to balance exhaust fan(s) over 300 CFM";





## EXPLANATION

**Solid Waste By-law No. 8417  
amending By-law to better reflect  
Metro Vancouver's fees**

On February 13, 2015, Metro Vancouver altered its fees for solid waste. This By-law will align Vancouver's fees with those fees.

Director of Legal Services  
March 24, 2015

*mph* BY-LAW NO. \_\_\_\_\_

**A By-law to amend  
Solid Waste By-law No. 8417  
regarding fees and definitions**

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

1. This By-law amends the indicated provisions of the Solid Waste By-law, No. 8417.
2. Council deletes from section 2 the existing definition of “Clean wood waste” and replaces it with the following:

“ “clean wood waste” means solid wood, lumber or pallets, that does not contain any glues or resins, that is not painted, stained or treated with chemicals, and may be pierced with nails or other metal fasteners,”.

3. Council deletes the word “and” at the end of the existing definition of “tax roll” and inserts as a new definition in section 2, the following in correct alphabetical order:

“ “wood waste” includes clean wood waste in addition to solid wood, lumber or pallets that contain glues or resins, paint, stain, or a chemical treatment other than creosote, and may be pierced with nails or other fasteners, and”.

4. Council replaces the table in Schedule A, including the text above the table which says “Solid waste, yard waste and clean wood waste” with the following:

“Solid waste, yard waste, clean wood waste and wood waste

Type of Waste	Rate	Peak hours minimum charge (from 10:00 a.m. to 2:00 p.m. Monday to Friday)	Non peak hours minimum charge (other than from 10:00 a.m. to 2:00 p.m. Monday to Friday)
Solid waste	\$130/tonne for 0 to 0.99 tonnes to a maximum of \$109 per load \$109/tonne for 1.00 to 8.99 tonnes to a maximum of \$720 per load \$ 80/tonne for 9.00 or more tonnes	\$20	\$10
Yard waste and clean wood waste	\$66/tonne	\$6	\$6



## EXPLANATION

### **Heritage Designation By-law Re: 454 West 12<sup>th</sup> Avenue**

After a public hearing on May 13, 2014, Council resolved on May 27<sup>th</sup>, 2014 to approve a recommendation to designate the structure and exterior envelope, of the improvements and exterior building materials of a building at 454 West 12<sup>th</sup> Avenue as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services  
March 24, 2015

454 West 12<sup>th</sup> Avenue  
The Wilcox 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

454 West 12<sup>th</sup> Avenue  
Vancouver, B.C.

PID: 014-569-931  
LOT 3  
BLOCK B  
DISTRICT LOT 526  
PLAN 1530

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 \_\_\_\_\_, 2015

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

## EXPLANATION

**Authorization to enter into a  
Heritage Revitalization Agreement  
Regarding 454 West 12<sup>th</sup> Avenue**

After a public hearing held on May 13, 2014, Council resolved on May 27<sup>th</sup>, 2014 to enter into a By-law to authorize an agreement regarding 454 West 12<sup>th</sup> Avenue, pursuant to Section 592 of the *Vancouver Charter*. Enactment of the attached By-law will achieve this.

Director of Legal Services  
March 24, 2015

454 West 12<sup>th</sup> Avenue  
The Wilcox 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 454 West 12<sup>th</sup> Avenue, and the following legal description:

PID: 014-569-931  
LOT 3  
BLOCK B  
DISTRICT LOT 526  
PLAN 1530

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.





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)  
[TO BE FILLED IN BY APPLICANT'S SOLICITOR]

14-0991-013 (Heritage Revitalization Agrmt)

Deduct LTSA Fees? Yes

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

[INSERT POST CONSOLIDATION LEGAL DESCRIPTION]

STC? YES

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION  
**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  
A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.


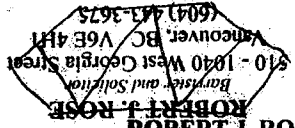
5. TRANSFEROR(S):  
**THE SPOT VENTURES LIMITED (INCORPORATION NO. 994735)**

6. TRANSFEREE(S): (including postal address(es) and postal code(s))  
**CITY OF VANCOUVER**  
  
453 WEST 12TH AVENUE  
VANCOUVER BRITISH COLUMBIA  
V5Y 1V4 CANADA

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.

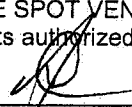
Officer Signature(s)

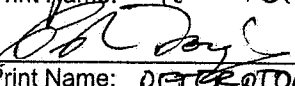
  
  
**ROBERT J. ROSE**  
Barrister and Solicitor  
510 - 1040 West Georgia Street  
Vancouver, BC V6E 4H1

Execution Date		
Y	M	D
15	03	12

Transferor(s) Signature(s)

THE SPOT VENTURES LIMITED  
by its authorized signatory(ies):

  
Print Name: **RON TOLGO**

  
Print Name: **PETER TOLGO**

OFFICER CERTIFICATION: (604) 443-3675  
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

PAGE 2 of 3 pages.

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

\_\_\_\_\_

Y	M	D
15		

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.

LAND TITLE ACT  
FORM E

SCHEDULE

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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Section 219 Covenant Article 2

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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Statutory Right of Way		Article 4

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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Equitable Charge		Article 6

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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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**TERMS OF INSTRUMENT - PART 2**  
**HERITAGE REVITALIZATION AGREEMENT**

**WHEREAS:**

- A. The Owner (as herein defined) is the registered owner of those parcels of land at 2806 and 2850 Cambie Street, 454 West 12<sup>th</sup> Avenue, and 465 West 13<sup>th</sup> Avenue, in the City of Vancouver (collectively, the "Lands") which have the legal descriptions shown in the Form C - Part 1 part of this document.
- B. There is a building situated on the Lands, known as the "Wilcox House", which is considered to be of heritage value (the "Heritage Building") and is listed in the Vancouver Heritage Register in the "C" evaluation category.
- C. The Owner wishes to develop the Lands by:
- (i) consolidating the legal parcels that comprise the Lands to form a single parcel;
  - (ii) restoring and rehabilitating the Heritage Building;
  - (iii) relocating and renovating the Heritage Building from 454 West 12<sup>th</sup> Avenue to front on West 13<sup>th</sup> Avenue and converting it to a Multiple Conversion Dwelling containing three (3) strata-titled Dwelling Units;
  - (iv) constructing on the Lands a new 8-storey building fronting Cambie Street with retail and restaurant uses on the ground level, with residential uses above, including eight (8) secured rental housing units to replace existing rental housing units in the Heritage Building and 122 residential strata units;
- and has applied to the City to rezone the Lands to CD-1 (Comprehensive Development) District to permit such development (the "Rezoning").
- D. The Rezoning was approved in principle provided that prior to enactment of the Rezoning By-law, the Owner will, among other things, enter into a heritage revitalization agreement with the City of Vancouver (the "City"), to be registered on title to the Lands, for the restoration, long-term maintenance and preservation of the Heritage Building and that it will accept the designation of the exterior 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:

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Heritage Revitalization Agreement - Wilcox House  
454 West 12<sup>th</sup> Avenue

**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 restore, rehabilitate and renovate the Heritage Building and construct a new 8-storey building with retail and restaurant uses on the ground level, with residential uses above, including 8 secured rental housing units to replace existing rental housing units in the Heritage Building and 125 residential strata units on the Lands as contemplated in the Rezoning;
  - (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”** means Development Permit Application DE418529;
  - (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) **“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;

#174078v5

Heritage Revitalization Agreement - Wilcox House  
454 West 12<sup>th</sup> Avenue

- (l) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c.250;
- (m) **“New Building”** means any new building constructed or to be constructed on the Lands or any portion thereof after this agreement is registered on title to the Lands and **“New Buildings”** means more than one New Building;
- (n) **“Owner”** means the registered owner or owners of the Lands together with any beneficial owners and the successors and assigns thereof and, without limitation, if the Lands are subdivided by way of a strata plan under the *Strata Property Act* of British Columbia, then **“Owner”** includes the strata corporation thereby created;
- (o) **“rehabilitate”** and **“rehabilitation”** mean the planning and carrying out of restoration, rehabilitation, construction and conservation work to restore, upgrade, improve and conserve the structure, support and heritage characteristics and features of a heritage building or real property heritage feature so as to revitalize it and extend its life and use as such;
- (p) **“Rehabilitation Work”** has the meaning given below herein;
- (q) **“Rezoning”** has the meaning give above in the introductory paragraphs hereto;
- (r) **“Vancouver Charter”** means the *Vancouver Charter*, S.B.C. 1953, c.55, as amended from time to time, and any and all replacements thereof or any statute enacted in substitution thereof and all regulations applicable thereto and any amendments, replacements and substitutions thereof;
- (s) **“Zoning & Development By-law”** means the City’s *Zoning & Development By-law No. 3575* and any amendments thereto and replacements thereof.

## ARTICLE 2

### SECTION 219 COVENANT

#### REHABILITATION AND CONSERVATION OF HERITAGE BUILDING

- 2.1 Pursuant to Section 219 of the *Land Title Act*, the Owner covenants and agrees, as a covenant and agreement running with, charging and binding the Lands, that:
- (a) the Owner, at the Owner’s expense, and to the satisfaction of the Director of Planning:
    - (i) within twenty-four (24) months after the date upon which City Council enacts the by-law to effect the Heritage Designation or another agreed upon effective date to the satisfaction of the Director of Planning and the Director of Legal Services, 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 relocate and rehabilitate or cause the relocation and rehabilitation of the Heritage Building and shall do so in accordance with this agreement, the Development Permit and the Conservation Plan (the **“Rehabilitation Work”**);

#174078v5

Heritage Revitalization Agreement - Wilcox House  
454 West 12<sup>th</sup> Avenue

- (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 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 and preserve the Heritage Building as rehabilitated and, in any event, keep it in good condition in all respects at all times;

- (e) at all times after and while this agreement is registered on title to the Lands, the Owner, at the Owner's expense, shall keep the Heritage Building insured to its full replacement value against all perils, including, without limitation, damage or destruction by earthquake;
- (f) except for maintenance and repair work, the Owner will not and will not suffer or permit anyone else to do anything at anytime to renovate, alter, modify or reconfigure or that will result in any alteration, modification or reconfiguration of the Heritage Building in any way except as may be permitted or required by this agreement, the Conservation Plan and/or any development and/or heritage alteration permits issued by the City;
- (g) the Owner shall not at any time and shall not suffer or permit anyone else to at anytime do anything that will obscure, deface or remove in any way any heritage related commemorative plaque the City, at its expense, may attach to the Heritage Building or the Lands 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 by a single arbitrator in Vancouver, British Columbia, in accordance with the provisions of the *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 one or both of them, 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

#174078v5

Heritage Revitalization Agreement - Wilcox House  
454 West 12<sup>th</sup> Avenue

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  
STATUTORY RIGHT OF WAY**

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

(a) to install, maintain, repair and replace on the exterior of the Heritage Building or at the perimeter of the Lands, at the City's expense, and in consultation with the Owner as to location, a commemorative plaque; and

(b) in the event the Owner, in the City's 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.

- 4.2 The statutory right of way granted in the preceding paragraph is necessary for the operation and maintenance of the City's undertaking.
- 4.3 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 5  
DEBTS OWED TO CITY**

- 5.1 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 6  
EQUITABLE CHARGE**

- 6.1 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.
- 6.2 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 7  
SUBDIVISION**

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

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

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

- (a) the Section 219 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.

7.3 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 newly created parcel containing only the New Building, 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 only the New Building, provided that the Owner hereby acknowledges and agrees that for the purposes of Section 592(4) of the *Vancouver Charter*, following such a subdivision, the Owner of the parcel that contains only the New Building may seek to amend this agreement as registered on title to that parcel without the consent or approval of the owner of the parcel which contains the Heritage Building.

#### ARTICLE 8 NOTICES

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

#174078v5

Heritage Revitalization Agreement - Wilcox House  
454 West 12<sup>th</sup> Avenue

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

**ARTICLE 9**  
**GENERAL**

9.1 **Owner's Representations and Warranties.** The Owner represents and warrants to and covenants and agrees with the City that:

- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
- (b) upon execution and delivery of this agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
- (c) this agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this agreement in accordance with its terms; and
- (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

9.2 **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.

#174078v5

Heritage Revitalization Agreement - Wilcox House  
454 West 12<sup>th</sup> Avenue

- 9.3 **Priority of Registration.** The Owner, at his, her or its expense, after execution of this agreement, shall do or cause to be done all things and acts necessary to ensure that this agreement is registered against title to the Lands with priority over all other encumbrances on title to the Lands as the City may require.
- 9.4 **Perfection of Intention.** The parties hereto will do such things and execute such further and other documents and instruments and do such further and other acts as may be reasonably necessary to implement and carry out the provisions and intent of this agreement and to ensure timely and effective registration in the Land Title Office.
- 9.5 **Waiver.** No failure on the part of the City to exercise and no delay in exercising any right under this agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 9.6 **Time of Essence.** Time will be of the essence in respect of this agreement.
- 9.7 **Enurement.** This agreement shall enure to the benefit of and be binding upon the Owner and its successors and trustees, and this agreement shall charge and run with the Lands and with any parcel, lot or part into which the Lands may be subdivided or consolidated and shall enure to the benefit of and be binding upon the Owner's successors in title and trustees and successors and all parties claiming through such owners.
- 9.8 **City's Other Rights and Obligations.** Nothing contained or implied in this agreement will derogate from the obligations of the Owner under any other agreement with the City or prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* and the rights, powers, duties and obligations of the City under all other laws, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this agreement had not been executed and delivered by the Owner and the City.
- 9.9 **Headings.** The division of this agreement into articles, sections and paragraphs and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this agreement.
- 9.10 **Number.** Words contained herein importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.
- 9.11 **Governing Law.** This agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
- 9.12 **Severability.** All provisions of this agreement are severable in that if any court or other lawful authority having jurisdiction to decide the matter finds for any reason that one or

more of them is void or unenforceable, then such void or unenforceable provisions will be severed from this agreement and all other provisions herein will continue to be binding and enforceable.

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

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

**END OF DOCUMENT**

## EXPLANATION

**Authorization to enter into a Housing Agreement  
Re: 2806 Cambie Street, 2850 Cambie Street,  
454 West 12th Avenue and 465 West 13th Avenue**

After the public hearing on May 13, 2014 and Regular Council Date on May 27, 2014, Council approved in principle the rezoning of 2806 Cambie Street, 2850 Cambie Street, 454 West 12<sup>th</sup> Avenue and 465 West 13<sup>th</sup> Avenue from C-2C and RT-6 to CD-1, subject to a number of conditions being satisfied including a condition that the owner first enter into a Housing Agreement with the City pursuant to Section 565.2 of the *Vancouver Charter* securing 8 dwelling units as rental housing for 60 years or the life of the building, whichever is greater, and subject to such other terms and conditions as are satisfactory to the Managing Director of Social Development and the Director of Legal Services.

A Housing Agreement has been accepted and signed by the owner applicant. Enactment of the attached By-law, as required by section 565.2 of the *Vancouver Charter*, will complete the process to implement the Director of Planning's condition regarding a Housing Agreement.

Director of Legal Services  
March 24, 2015



2806 Cambie Street, 2850 Cambie Street,  
454 West 12th Avenue and  
465 West 13th Avenue



BY-LAW NO.

**A By-law to enact a Housing Agreement  
for 2806 Cambie Street, 2850 Cambie Street,  
454 West 12th Avenue and 465 West 13th Avenue**

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

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

PID: 014-570-301	Lot 1 Except Part in Explanatory Plan 171416 Block B District Lot 526 Plan 1530
PID: 014-569-884	Lot 2 Block B District Lot 526 Plan 1530
PID: 005-791-421 005-791-375 005-791-138	Lots A, B and C (Reference Plan 271) Except the West 10 Feet, Now Road, of Lots 15 and 16 Block B District Lot 526 Plan 1530
PID: 014-569-931	Lot 3 Block B District Lot 526 Plan 1530
PID: 011-920-181	Lot 14 Block B District Lot 526 Plan 1530

(which the owner will consolidate with a 220.1 square metre portion of City lane which Council has resolved to close, stop up and convey to the owner)

in substantially the form and substance of the Housing Agreement attached to this By-law, and

also authorizes the Director of Legal Services to execute the Housing 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                    , 2015

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

Schedule A

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

PAGE 1 OF 3 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)  
 [TO BE FILLED IN BY APPLICANT'S SOLICITOR]

14-0991-014 (Housing Agreement)

Deduct LTSA Fees? Yes

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

[INSERT POST CONSOLIDATION LEGAL DESCRIPTION]

STC? YES

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION  
**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  
 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):  
**THE SPOT VENTURES LIMITED (INCORPORATION NO. BC0994735)**

6. TRANSFEREE(S): (including postal address(es) and postal code(s))  
**CITY OF VANCOUVER**  
  
 453 WEST 12TH AVENUE  
 VANCOUVER BRITISH COLUMBIA  
 V5Y 1V4 CANADA

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)

**ROBERT J. ROSE**  
 Barrister and Solicitor  
 510 - 1040 West Georgia Street  
 Vancouver, BC V6E 4H1  
 (604) 443-3675

Execution Date		
Y	M	D
15	03	12

Transferor(s) Signature(s)

THE SPOT VENTURES LIMITED  
 by its authorized signatory(ies):

Print Name: RONALD TOIGO

Print Name: PETER TOIGO

OFFICER CERTIFICATION:

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

LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Execution Date		
Y	M	D
15		

Transferor / Borrower / Party Signature(s)

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.

LAND TITLE ACT  
FORM E

SCHEDULE

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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Entire Instrument

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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT AND BUILDING USE COVENANT  
2806 - 2850 CAMBIE STREET, 454 WEST 12<sup>TH</sup> AVENUE  
AND 465 WEST 13<sup>TH</sup> AVENUE

WHEREAS:

A. It is understood and agreed that this instrument and Agreement shall be read as follows:

- (i) the Transferor, The Spot Ventures Limited, is called the "Owner" as more particularly defined in Section 1.1; and
- (ii) the Transferee, City of Vancouver, is called the "City" or the "City of Vancouver" when referring to corporate entity and "Vancouver" when referring to geographic location;

B. The Owner is the registered owner of the Lands;

C. The Owner has applied to rezone the Lands to CD-1 (Comprehensive Development) District, which application was considered by the City's elected Council at public hearing on May 27, 2014 and approved in principle, subject to, among other things, fulfillment of the following condition:

*"Make arrangements to the satisfaction of the Managing Director of Social Development and the Director of Legal Services to enter into a Housing Agreement securing, in accordance the Rental Housing Stock Official Development Plan and the Rate of Change Guidelines, eight residential units, with a minimum total area of 296 m<sup>2</sup> (3,186 sq. ft.) and related parking and other amenity space, as rental housing, and subject to the following additional conditions in respect of those units:*

- (a) *that all such units will be contained within a separate air space parcel;*
- (b) *that such air space parcel may not be subdivided by deposit of a strata plan;*
- (c) *that none of such units may be separately sold;*
- (d) *that none of such units will be rented for less than one month at a time; and*
- (e) *on such other terms and conditions as the Managing Director of Social Development and the Director of Legal Services may in their sole discretion require.*

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

D. The Owner and the City are now entering into this Agreement to satisfy the foregoing condition.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge and agree to) the Owner and the City, pursuant to Section 565.2 of the *Vancouver Charter* and to Section 219 of the *Land Title Act*, agree as follows in respect of the use of the Lands and the Building:

**ARTICLE 1  
DEFINITIONS AND INTERPRETATIONS**

1.1 Definitions. In this Agreement the following terms have the definitions now given:

- (a) "Agreement" means this housing agreement and building use covenant, including the foregoing Recitals;
- (b) "Building" means each new, renovated or reconstructed building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (c) "City Manager" means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (d) "City Personnel" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors and subcontractors of the City;
- (e) "Commencement Date" means the date as of which this Agreement has been executed by all parties to it;
- (f) "Development Permit" means a development permit issued as a result of the Development Permit Application;
- (g) "Development Permit Application" means development application number DE418529;
- (h) "Director of Legal Services" means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (i) "Fair Market Value" means the average of the monthly rent payable (net of any services, such as utilities, cable or internet, that will not be included in the rent payable by a tenant upon renting a Rental Housing Unit in the Building) for not less than three then-currently rented apartments that are equivalent in terms of size, quality, condition and location to the applicable Rental Housing Unit, as determined by (A) an independent third party (B) using a methodology, in each case agreed upon by the Owner and the City;
- (j) "Heritage Building" means the building located on the Lands as of the Commencement Date, known as the Wilcox House;

- (k) "**Land Title Act**" means the *Land Title Act*, R.S.B.C. 1996, c. 250;
- (l) "**Lands**" means the lands described in Item 2 in the Form C attached hereto;
- (m) "**Losses**" means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (n) "**Managing Director of Social Development**" means the chief administrator from time to time of the City's Social Development Department and his/her successors in function and their respective nominees;
- (o) "**Notice Date**" means the date which is the earlier of: (i) the date when the Owner gives a tenant currently residing at the Heritage Building and identified in the Tenant Relocation Plan, a notice pursuant to the *Residential Tenancy Act* ending his/her tenancy due to the Owner's use of the property for major construction, and (ii) the date when the Owner and a tenant currently residing at the Heritage Building and identified in the Tenant Relocation Plan enter into a mutual agreement ending his/her tenancy;
- (p) "**Occupancy Permit**" means a permit issued by the City authorizing the use and occupation of any building (including the Building), development or partial development on the Lands;
- (q) "**Owner**" means The Spot Ventures Limited and all of its assigns, successors and successors in title to the Lands;
- (r) "**Rental Housing**" means a dwelling unit which is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public (subject to Article 2), at arms length, for use as rental accommodation on a month-to-month or longer (but not shorter) basis in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation, and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (s) "**Rental Housing Units**" means eight (8) new residential units to be contained within the Building upon its completion, which Units will comply with the terms hereof applicable to the same, and "**Rental Housing Unit**" means any one of them, and those terms include each and all rental housing units constructed in a replacement building on the Lands, in the event of the destruction of the Building, or any part thereof, during the Term;
- (t) "**Rental Housing Units Strata Lot**" has the meaning set out in Section 3.1(a);
- (u) "**Residential Tenancy Act**" means the *Residential Tenancy Act* S.B.C. 2002, c. 78;



- (v) "Returning Tenants" means the tenants identified in the Tenant Relocation Plan who wish to return to reside in the Building upon its completion and "Returning Tenant" means any one of them;
- (w) "Tenant Relocation Plan" means the Owner's final Tenant Relocation Plan which identifies, among other things, as of the date thereof, the tenants who are residing in the eight (8) apartments in the Heritage Building and who are eligible to become Returning Tenants, and the amount of rent being paid, which Tenant Relocation Plan must be approved by the City prior to issuance of the Development Permit;
- (x) "Term" means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
  - (i) the date as of which the Building is demolished or substantially destroyed; or
  - (ii) 60 years from the date when the final Occupancy Permit is issued for the Building; and
- (y) "Vancouver Charter" means the *Vancouver Charter* S.B.C. 1953, c. 55.

1.2 Interpretation. In this Agreement:

- (a) Party. Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) Singular; Gender. Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.
- (c) Captions and Headings. The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) References. References to the or this "Agreement" and the words "hereof" "herein" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.
- (e) 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 in British Columbia. Any reference to a statute is to the statute and its regulations in force on the date the Form C General Instrument

- Part 1 is fully executed and to subsequent amendments to or replacements of the statute or regulations.

- (f) Legislation. Any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute and regulations that may be passed which have the effect of supplementing or superseding such statutes and regulations.
- (g) Time. Time shall be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time shall be local Vancouver, British Columbia time.

## ARTICLE 2 RESTRICTIONS ON USE AND SUBDIVISION

2.1 The Owner covenants and agrees with the City that:

- (a) throughout the Term, the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will construct, and throughout the Term will maintain, the Building and the Rental Housing Units in accordance with the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement;
- (c) throughout the Term, the Rental Housing Units will only be used for the purpose of providing Rental Housing;
- (d) subject to Section 2.1(e), throughout the Term, all Rental Housing Units may be rented at Fair Market Value;
- (e) the Owner will offer for rent to each Returning Tenant a Rental Housing Unit for occupancy upon completion of such Rental Housing Unit for a monthly rent not to exceed twenty percent (20%) below the Fair Market Value, as of the date of occupancy by the Returning Tenant, of the Rental Housing Unit the Returning Tenant agrees to rent and thereafter will be subject to the provisions of the *Residential Tenancy Act* regarding rent increases;
- (f) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Rental Housing Unit to be sold or otherwise transferred unless title to every Rental Housing Unit is sold or otherwise transferred together and as a block to the same beneficial and legal owner, and unless such transferee concurrently enters into an assumption agreement satisfactory to the City whereby it agrees to be and thereafter remain bound by each and every term and condition of this Agreement applicable to the Owner of the Rental Housing Units;

- (g) throughout the Term, it will not suffer, cause or permit the Lands or the Building to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld subject to Article 3;
  - (h) throughout the Term, any sale of a Rental Housing Unit in contravention of the covenant in Section 2.1(f), and any subdivision in contravention of Section 2.1(g), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
  - (i) it will insure, or cause to be insured, the Building, the Rental Housing Units and after subdivision as contemplated by Section 3.1(a), the Rental Housing Units Strata Lot, and all parts of each thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands; and
  - (j) throughout the Term, it will keep and maintain the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition. If the Building, a Rental Housing Unit or any part of any thereof is damaged such that the use and enjoyment of the Building, such Rental Housing Unit or any part of any thereof is materially impaired, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred.
- 2.2 The City agrees that the rent discount specified in Section 2.1(e) is for Returning Tenants who are occupying a Rental Housing Unit. The City will not require the rent discount specified in Section 2.1(e) to apply if the Owner permits a Returning Tenant to sublet a Rental Housing Unit.

### ARTICLE 3 SUBDIVISION OF THE BUILDING

- 3.1 Notwithstanding Section 2.1(g):
- (a) subject to compliance by the Owner with all applicable requirements of the Director of Legal Services, this Agreement and all applicable laws and by-laws, the City will not unreasonably withhold its consent to a subdivision of the Lands by the deposit of a strata plan, provided that all, and only, the Rental Housing Units are contained within a single strata lot (the "Rental Housing Units Strata Lot");
  - (b) following such a subdivision and the issuance of a final Occupancy Permit for the Building, the Owner may apply to the City for a partial discharge of this Agreement with respect to any strata lot other than the Rental Housing Units Strata Lot, and the City will on request of the Owner execute and deliver a registrable discharge of this Agreement in respect of such other strata lot(s); provided, that:

- (i) the Owner first delivers to the Director of Legal Services an agreement in form and contents satisfactory to the Director of Legal Services pursuant to which the owner of the Rental Housing Units Strata Lot agrees to assume and be bound by all the terms and conditions in this Agreement applicable to the Rental Housing Units Strata Lot;
- (ii) the Director of Legal Services is satisfied that such discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the Rental Housing Units, or in respect of the Rental Housing Units Strata Lot, as applicable, pursuant to this Agreement;
- (iii) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;
- (iv) the City will have a reasonable amount of time to execute and return any such discharge; and
- (v) the preparation and registration of any such discharge will be without cost to the City.

**ARTICLE 4  
OCCUPANCY RESTRICTION ON THE LANDS**

- 4.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the Building, that:
- (a) the Building will not be used or occupied except as follows:
    - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, any part of the Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for any part of the Building until such time as the Owner is able to apply for an Occupancy Permit for the Rental Housing Units and all related facilities; and
    - (ii) the City will be under no obligation to issue any Occupancy Permit permitting the use and occupation of any part of the Building, notwithstanding completion of construction of such part of the Building until such time as an Occupancy Permit can be issued for the Rental Housing Units and all related facilities; and
  - (b) without limiting the general scope of Article 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this Article 4.

**ARTICLE 5  
RECORD KEEPING**

- 5.1 The Owner will keep accurate records pertaining to the use and occupancy of, and the rental rates charged for, the Rental Housing Units, the respective Notice Date for each of the tenants who are residing in the eight (8) apartments in the Heritage Building and who are eligible to become Returning Tenants, satisfaction of the steps indicated to be taken in the Tenant Relocation Plan, the Fair Market Value applicable to the Rental Housing Units at the respective dates of first occupancy, the relocation of Returning Residents in the Building and such other matters as the City may request, such records to be to the satisfaction of the City. At the request of the City, from time to time, the Owner will make such records available for inspection and copying by the City. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

**ARTICLE 6  
ENFORCEMENT**

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

**ARTICLE 7  
RELEASE AND INDEMNITY**

- 7.1 Release and Indemnity. Subject to Section 7.2, the Owner hereby:
- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:
- (i) by reason of the City or City Personnel:
- A. withholding any permit pursuant to this Agreement; or
- B. exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or
- (ii) that otherwise arise out of, or would not have been incurred but for this Agreement,
- whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel; and
- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person,

firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of:

- (i) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
- (ii) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement.

The indemnities in this Article 7 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

7.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 7.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 7.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 5.2(a) in the following circumstances:
  - (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
  - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
  - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 7.2(b); and

- (c) Regardless of whether the claim is being defended under Section 7.2(a) or Section 7.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a

timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

- 7.3 Survival of Release and Indemnities. The release and indemnities in this Article 7 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

#### ARTICLE 8 NOTICES

- 8.1 All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, shall be in writing and shall be given by registered mail or personal delivery, addressed as follows:

- (a) If to the City:

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

Attention: City Clerk  
With concurrent copies to the Managing Director of Social Development  
and the Director of Legal Services

- (b) If to the Owner:

The Spot Ventures Limited  
300 - 4088 Cambie Street  
Vancouver, British Columbia  
V5Z 2X8

Attention: Peter R. Toigo

and any such notice, demand or request will be deemed given:

- (c) if made by registered mail, on the earlier of the day receipt is acknowledged by the addressee or the third day after it was mailed, except when there is a postal service disruption during such period, in which case delivery will be deemed to be completed upon actual delivery of the notice, demand or request; and
- (d) if personally delivered, on the date when delivered,

or to such other address in Canada as either party may specify in writing to the other party in the manner described above, provided that if and when the owner of the Land or any part thereof should change, in the absence of any such specification, then to the address as set out in the State of Title Certificate for that particular parcel of land.

**ARTICLE 9  
MISCELLANEOUS**

- 9.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated, subject to Section 2.1(g).
- 9.2 Enurement. This Agreement shall enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement shall enure to the benefit of and be binding upon the Owner and its successors and assigns.
- 9.3 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable, the balance of the obligations and covenants will remain and be binding.
- 9.4 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, 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 public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 9.5 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 9.6 Perfection of Intention. The Owner shall, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter* and also registered as a charge pursuant to Section 219 of the *Land Title Act* against title to the Lands with priority over all other encumbrances except those in favour of the City.
- 9.7 Priority of Registration. The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;



- (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of the Development Permit; and
- (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.

9.8 Further Assurances. Each party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.

9.9 Owner's Representations and Warranties. The Owner represents and warrants to and covenants and agrees with the City that:

- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
- (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
- (c) this Agreement will be fully and completely binding upon the registered and beneficial owners of the Lands in accordance with its terms, and the Owner will perform all of the Owner's obligations under this Agreement in accordance with its terms; and
- (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

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

END OF DOCUMENT

## EXPLANATION

### **Vehicles for Hire By-law amending By-law Re: Part time taxicabs**

The attached By-law will implement Council's resolution of March 24, 2015, to extend the moratorium on the issuance of new licenses for taxicabs and dual taxicabs.

Director of Legal Services  
March 24, 2015



BY-LAW NO. \_\_\_\_\_

**A By-law to amend Vehicles for Hire By-law No. 6066  
regarding licences for taxicabs and dual taxicabs**

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

1. This By-law amends the indicated provisions and schedules of the Vehicles for Hire By-law No.6066.
2. In section 7 (5), at the end, Council strikes out “March 31” and substitutes “October 31”
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 \_\_\_\_\_, 2015

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

## EXPLANATION

**Authorization to enter into a Housing Agreement  
Re: 2239 West 7<sup>th</sup> Avenue**

On June 27, 2014 the Director of Planning approved Development Application Number DE417621 to develop on the referenced lands a new four storey multiple dwelling containing a total of 22 residential units, subject to a number of conditions, including a condition that the owner of these lands first make arrangements to the satisfaction of the Managing Director of Social Development and the Director of Legal Services to enter into a Housing Agreement for 60 years or the life of the building, whichever is greater, securing six of those residential units as rental housing, and subject to a number of other conditions.

A Housing Agreement has been accepted and signed by the owner applicant and its mortgagee. Enactment of the attached By-law, as required by section 565.2 of the *Vancouver Charter*, will complete the process to implement the Development Permit Board's condition regarding a Housing Agreement.

Director of Legal Services  
March 24, 2015

2239 West 7<sup>th</sup> Avenue



BY-LAW NO. \_\_\_\_\_

**A By-law to enact a Housing Agreement  
for 2239 West 7<sup>th</sup> Avenue**

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

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

PID: 029-480-442

Lot A  
Block 283  
District Lot 526  
Group 1  
New Westminster District Plan EPP46630

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

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

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

Schedule A

FORM\_C\_V19 (Charge)

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

PAGE 1 OF 4 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)

Sager Legal Advisors  
Barristers & Solicitors  
1495 Marine Drive  
West Vancouver

BC V7T 1B8

Telephone: (604) 913-9882  
File Number: 134002-7

Deduct LTSA Fees? Yes

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

029-480-442 LOT A BLOCK 283 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER  
DISTRICT PLAN EPP46630

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

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

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):

SEE SCHEDULE

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

CITY OF VANCOUVER

453 WEST 12TH AVENUE  
VANCOUVER

V5Y 1V4

BRITISH COLUMBIA  
CANADA

7. ADDITIONAL OR MODIFIED TERMS:

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)

**Ardashir Darabi**  
Barrister & Solicitor  
1495 Marine Drive  
West Vancouver, BC  
V7T 1B8

Execution Date

Y	M	D
15	03	04

Transferor(s) Signature(s)

Green Oak Development (West 7th)  
Corp. Inc. No. BC0967422 by its  
authorized signatory(ies):


Print Name: Ali Asghar Hashemi

Print Name:

OFFICER CERTIFICATION:

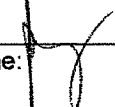
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of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

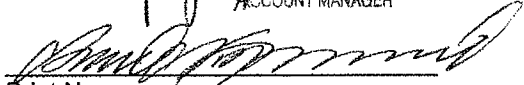
LAND TITLE ACT  
FORM D  
EXECUTIONS CONTINUED

Officer Signature(s)	Execution Date		
	Y	M	D
 Bradley W. Biccum 6th Floor, 595 Burrard Street P.O. Box 49400, Vancouver, B.C. V7X 1L5 Commissioner for taking Affidavits in British Columbia "As to both signatures"	15	03	20
<hr/> <hr/>	15		

Transferor / Borrower / Party Signature(s)

Bank of Montreal by its authorized signatory(ies):

Print Name:  JAY WALTER  
ACCOUNT MANAGER

Print Name:   
Anni Norgaard  
Senior Deal Specialist

City of Vancouver by its authorized signatory(ies):

Print Name: \_\_\_\_\_

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.

LAND TITLE ACT  
FORM E

SCHEDULE

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Housing Agreement and Building Use Covenant

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Page Priority Agreement granting Covenant herein with priority over Mortgage CA3154106 in favour of Bank of Montreal

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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**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 INSTRUMENT FORM.

**Green Oak Development (West 7th) Corp. Inc. No. BC0967422 as to Covenant.  
Bank of Montreal as to Priority Agreement.**

**TERMS OF INSTRUMENT - PART 2**  
**HOUSING AGREEMENT AND BUILDING USE COVENANT**  
**2239 WEST 7<sup>TH</sup> AVENUE**

**WHEREAS:**

A. It is understood and agreed that this instrument and Agreement, dated for reference February 27, 2015, shall be read as follows:

- (i) the Transferor, Green Oak Development (West 7<sup>th</sup>) Corp., is called the "Owner" as more particularly defined in Section 1.1; and
- (ii) the Transferee, City of Vancouver, is called the "City" or the "City of Vancouver" when referring to corporate entity, and "Vancouver" when referring to geographic location;

B. The Owner is the registered and beneficial owner of the Lands;

C. The Owner has applied under Development Application number DE417621 (the "Development Permit Application") to redevelop the Lands with a new four-storey, multiple dwelling building containing a total of 23 dwelling units, of which six units would be secured as rental housing as required by the City's By-law No. 9488, the Rental Housing Stock Official Development Plan, which application was approved, subject to, among other things, fulfillment of the condition that the Owner enter into a Housing Agreement with the City, to the satisfaction of the Director of Legal Services and the Managing Director of Social Development, by By-law pursuant to Section 565.2 of the *Vancouver Charter* in respect of such six rental housing units (the "Rental Housing Condition");

D. The Owner and the City are now entering into this Agreement to satisfy the Rental Housing Condition.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge and agree to) the Owner and the City, pursuant to Section 565.2 of the *Vancouver Charter* and to Section 219 of the *Land Title Act*, agree as follows in respect of the use of the Lands and the Building:

**ARTICLE 1**  
**DEFINITIONS AND INTERPRETATIONS**

1.1 Definitions. In this Agreement the following terms have the definitions now given:

- (a) "Agreement" means this housing agreement and building use covenant, including the foregoing Recitals;
- (b) "Building" means the new building or structure built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on

the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;

- (c) "Building Permit" means any building permit issued by the City authorizing the building of the Building as contemplated by the Development Permit;
- (d) "City Manager" means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (e) "City Personnel" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) "Commencement Date" means the date as of which this Agreement has been executed by all parties to it;
- (g) "Development" means the development described in Recital C on the Lands and approved by the Development Permit;
- (h) "Development Permit" means a development permit issued by the City means a as a result of the Development Permit Application;
- (i) "Development Permit Application" has the meaning ascribed to that term in Recital C;
- (j) "Director of Legal Services" means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (k) "*Land Title Act*" means the *Land Title Act*, R.S.B.C. 1996, c. 250;
- (l) "Lands" means the lands described in Item 2 in the Form C attached hereto, and includes any lots or parcels into which such land is consolidated or further subdivided;
- (m) "Losses" means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (n) "Managing Director of Social Development" means the chief administrator from time to time of the City's Social Development Department and his/her successors in function and their respective nominees;
- (o) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any Building, development or partial development on the Lands;
- (p) "Owner" means the Transferor, Green Oak Development (West 7<sup>th</sup>) Corp., and all assigns, successors and successors in title to the Lands or any part thereof;

- (q) “**Related Person**” means, where the registered or beneficial owner of the Rental Housing Units is:
- (i) a corporation (as that term is defined in the *Business Corporations Act* (British Columbia)), then a Related Person is:
    - A. an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
    - B. the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
  - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (r) “**Rental Housing**” means a dwelling unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arms length, for use as rental accommodation in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (s) “**Rental Housing Condition**” has the meaning ascribed to that term in Recital C;
- (t) “**Rental Housing Units**” has the meaning ascribed to that term in Section 2.1(b);
- (u) “**Rental Housing Units Strata Lot**” has the meaning ascribed to that term in Section 3.1(a);
- (v) “**Residential Tenancy Act**” means the *Residential Tenancy Act* S.B.C. 2002, c. 78;
- (w) “**Term**” means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
- (i) the date as of which the Building is demolished or substantially destroyed; or
  - (ii) 60 years from the date when the final Occupancy Permit is issued for the Rental Housing Units Strata Lot; and
- (x) “**Vancouver Charter**” means the *Vancouver Charter* S.B.C. 1953, c. 55.

1.2 Interpretation. In this Agreement:

- (a) Party. Any reference to a party herein will be deemed to include the heirs,

executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.

- (b) Singular; Gender. Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.
- (c) Captions and Headings. The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) References. References to the or this "Agreement" and the words "hereof" "herein" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.
- (e) 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 in British Columbia. Any reference to a statute is to the statute and its regulations in force on the date the Form C General Instrument - Part 1 is fully executed and to subsequent amendments to or replacements of the statute or regulations.
- (f) Legislation. Any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute and regulations that may be passed which have the effect of supplementing or superseding such statutes and regulations.
- (g) Time. Time shall be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time shall be local Vancouver, British Columbia time.

## ARTICLE 2 RESTRICTIONS ON USE AND SUBDIVISION

2.1 The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) if it carries out any development on the Lands after the date of this Agreement, at its sole cost and expense, it will construct, and throughout the Term will maintain, a Building containing a total of not less than 23 dwelling

units, in accordance with the Development Permit, the Building Permit and this Agreement;

- (c) throughout the Term, not less than six of such 23 dwelling units will be used only for the purpose of providing Rental Housing (the "Rental Housing Units");
- (d) throughout the Term, the Rental Housing Units will only be rented on a month-to-month or longer basis, and in no case for less than at least 30 consecutive days except for the month of February;
- (e) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Rental Housing Unit to be sold or otherwise transferred unless title to every Rental Housing Unit is sold or otherwise transferred together and as a block to the same beneficial and legal owner, and unless such transferee concurrently enters into an assumption agreement as contemplated by Section 9.9;
- (f) throughout the Term, it will not suffer, cause or permit the Building to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld, subject to Article 3;
- (g) throughout the Term, any sale of a Rental Housing Unit in contravention of the covenant in Section 2.1(e), and any subdivision in contravention of Section 2.1(f), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (h) it will insure, or cause to be insured, the Building and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands; and
- (i) throughout the Term, it will keep and maintain the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted. If the Rental Housing Units or any part of any thereof are/is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred

### ARTICLE 3 SUBDIVISION OF THE LANDS

#### 3.1 Notwithstanding Section 2.1(f):

- (a) subject to compliance by the Owner with all applicable requirements of the Director of Legal Services, this Agreement and all applicable laws and by-laws, the City will not unreasonably withhold its consent to a subdivision of the Lands by the deposit of a strata plan, provided that all, and only, the Rental Housing Units are contained within a single strata lot (the "Rental Housing Units Strata Lot");

- (b) following such a subdivision and the issuance of a final Occupancy Permit for the Building, the Owner may apply to the City for a partial discharge of this Agreement with respect to any strata lot other than the Rental Housing Units Strata Lot, and the City will on request of the Owner execute and deliver a registrable discharge of this Agreement in respect of such other strata lot(s); provided, that:
  - (i) the Director of Legal Services is satisfied that such discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the Rental Housing Units, or in respect of the Rental Housing Units Strata Lot, as applicable, pursuant to this Agreement;
  - (ii) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;
  - (iii) the City will have a reasonable amount of time to execute and return any such discharge; and
  - (iv) the preparation and registration of any such discharge will be without cost to the City; and

**ARTICLE 4  
OCCUPANCY RESTRICTION ON THE LANDS**

- 4.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the Building, that:
- (a) the Building will not be used or occupied except as follows:
    - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the Building until such time as the Owner is able to apply for an Occupancy Permit for the Rental Housing Units Strata Lot and all its component parts and facilities; and
    - (ii) the City will be under no obligation to issue any Occupancy Permit permitting the use and occupation of the Building, notwithstanding completion of construction of the Building until such time as an Occupancy Permit can be issued for the Rental Housing Units Strata Lot and all its component parts and facilities; and
  - (b) without limiting the general scope of Article 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this Article 4.

**ARTICLE 5  
RECORD KEEPING**

- 5.1 The Owner will keep accurate records pertaining to the use, rental rates charged and occupancy of/for the Rental Housing Units, such records to be to the satisfaction of the City. At the request of the City, from time to time, the Owner will make such records available for inspection and copying by the City. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

**ARTICLE 6  
ENFORCEMENT**

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

**ARTICLE 7  
RELEASE AND INDEMNITY**

- 7.1 Release and Indemnity. Subject to Section 7.2, the Owner hereby:
- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:
    - (i) by reason of the City or City Personnel:
      - A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the Building or any part thereof to the extent that such reviewing, accepting or approving is connected to matters covered under this Agreement;
      - B. withholding any permit pursuant to this Agreement; or
      - C. exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or
    - (ii) that otherwise arise out of, or would not have been incurred but for this Agreement;

whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel; and
  - (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person,



firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of:

- (i) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
- (ii) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement.

The indemnities in this Article 7 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

#### 7.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 7.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 7.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 7.2(a) in the following circumstances:
  - (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
  - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
  - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 7.2(b); and

- (c) Regardless of whether the claim is being defended under Section 7.2(a) or Section 7.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a

timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

- 7.3 Survival of Release and Indemnities. The release and indemnities in this Article 7 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

#### ARTICLE 8 NOTICES

- 8.1 All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, shall be in writing and shall be given by registered mail or personal delivery, addressed as follows:

- (a) If to the City:

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

Attention: City Clerk, with concurrent copies to the Managing Director of Social Development and the Director of Legal Services

- (b) If to the Owner:

Green Oak Development (West 7<sup>th</sup>) Corp.  
403 - 850 Harbourside Drive  
Vancouver, British Columbia  
V7P 0A3

Attention: President

and any such notice, demand or request will be deemed given:

- (c) if made by registered mail, on the earlier of the day receipt is acknowledged by the addressee or the third day after it was mailed, except when there is a postal service disruption during such period, in which case delivery will be deemed to be completed upon actual delivery of the notice, demand or request; and
- (d) if personally delivered, on the date when delivered,

or to such other address in Canada as either party may specify in writing to the other party in the manner described above, provided that if and when the owner of the Land or any part thereof should change, in the absence of any such specification, then to the address as set out in the State of Title Certificate for that particular parcel of land.

**ARTICLE 9  
MISCELLANEOUS**

- 9.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated, subject to Article 3.
- 9.2 Enurement. This Agreement shall enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement shall enure to the benefit of and be binding upon the Owner and its successors and assigns.
- 9.3 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable, the balance of the obligations and covenants will remain and be binding.
- 9.4 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, 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 public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 9.5 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 9.6 Perfection of Intention. The Owner shall, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter* and also registered as a charge against title to the Lands.
- 9.7 Priority of Registration. The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;

- (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of the Development Permit; and
- (c) which the Director of Legal Services has determined, in her/his sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.

9.8 Further Assurances. Each party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.

9.9 Transfer of Lands. Subject as set forth immediately below, the Owner covenants and agrees with the City that concurrent with any sale, transfer or conveyance of the Lands charged by this Agreement, or any portion thereof, to any person, trust, corporation, strata corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, strata corporation, partnership or entity and deliver to the City a duly executed acknowledgement, in form and substance satisfactory to the Director of Legal Services, of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to that portion of the Lands sold, transferred or conveyed to such person, trust, corporation, strata corporation, partnership or entity. Notwithstanding the foregoing, if any such sale, transfer or conveyance occurs after the Lands have been subdivided by the deposit of a strata plan, then this Section 9.9 will only apply to a sale, transfer or conveyance of the Rental Housing Units Strata Lot.

Provided any such purchaser/transferee enters in to an assumption agreement as provided in this Section 9.9, the selling/transferring Owner shall not be bound by the continuing obligations of the Owner pursuant to this Agreement following such sale, transfer or conveyance relative to that portion of the Lands sold, transferred or conveyed.

9.10 Owner's Representations and Warranties. The Owner represents and warrants to and covenants and agrees with the City that:

- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
- (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
- (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
- (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City

whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

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 CA3154106 (extended by CA3204581) and the Assignment of Rents registered under number CA3154107 (extended by CA3204582);
- (b) "Existing Chargeholder" means Bank of Montreal;
- (c) "New Charge" means the Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

- (i) consents to the Owner granting the New Charge to the City; and
- (ii) agrees with the City that the New Charge charges the Lands in priority to the Existing Charges in the same manner and to the same effect as if the Owner had granted the New Charge, and 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**