

EXPLANATION**A By-law to amend the Parking By-law
Re: 4139-4187 Cambie Street**

After the public hearing on February 18, 2014, Council resolved to add 4139-4187 Cambie Street 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
July 7, 2015

CD-1 District Parking requirements
4139-4187 Cambie Street



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:

“4139-4187

Cambie Street

By-law No. 11281

CD-1 (613)

Parking, loading and bicycle spaces must be provided and maintained in accordance with requirements of the Parking By-law on (*date of enactment*); except that the minimum required parking for dwelling units shall be reduced by 10%.”

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

**Subdivision By-law No. 5208 amending By-law
Re: 4139-4187 Cambie Street**

Enactment of the attached By-law will delete 4139-4187 Cambie Street from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of February 18, 2014 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
July 7, 2015

4139-4187 Cambie Street



BY-LAW NO. _____

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

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

1. Council amends Schedule A to the Subdivision By-law in accordance with the plan labelled Schedule A, and attached to and forming part of this By-law, by deleting therefrom Lots 9 to 11, Block 680 DL 526 Plan 6539, PIDs: 010-870-920, 010-870-938 and 010-870-946 respectively, from the RS-1/ RS-3/ RS-3A/ RS-5/ RS-6 maps forming part of Schedule A of the Subdivision By-law.
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

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



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

4139-4187 Cambie Street

map: 1 of 1
scale: NTS



City of Vancouver

EXPLANATION

**Authorization to enter into a Housing Agreement
Re: 5037, 5067 and 5087 Main Street**

Following a public hearing concluding on March 26, 2015, Council approved the rezoning of the referenced lands subject to a number of conditions, including a condition that the owner of these lands first make arrangements to the satisfaction of the Chief Housing Officer and the Director of Legal Services to enter into a Housing Agreement securing eight residential units as replacement market rental housing for the longer of 60 years and the life of the building, subject to a non-stratification covenant, a no separate sales covenant, tenancy term restrictions, compliance with the Tenant Relocation Plan and on such other terms and conditions as the Chief Housing Officer and the Director of Legal Services may require.

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 Council's resolution regarding a Housing Agreement.

Director of Legal Services
July 7, 2015

5037, 5067 and 5087 Main Street



BY-LAW NO. _____

**A By-law to enact a Housing Agreement
for 5037, 5067 and 5087 Main Street**

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: 029-593-492

Lot B Block 4 District Lot 637 Group 1 New
Westminster District Plan EPP51941

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

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

Loraine Becher, McCarthy Tétrault LLP
1300 - 777 Dunsmuir Street

Phone: (604) 643-5964 Client No. 020452
File 206214-472168 Doc 14618993
Housing Agreement

Vancouver

BC V7Y 1K2

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

**029-593-492 LOT B BLOCK 4 DISTRICT LOT 637 GROUP 1 NEW WESTMINSTER DISTRICT
PLAN EPP51941**

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

BRITISH COLUMBIA

V5Y 1V4

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

None

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)

VANESSA LUNDAY
Barrister & Solicitor
McCarthy Tétrault LLP
1300 - 777 DUNSMUIR STREET
VANCOUVER, B.C. V7Y 1K2
DIRECT 604-643-5981

Execution Date

Y	M	D
15	06	25

Transferor(s) Signature(s)

**BOFFO HOMES (MAIN STREET)
INC., by its authorized
signatory(ies):**

print name: FLAVIO BOFFO

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

Transferor / Borrower / Party Signature(s)

Y	M	D
15	06	

CITY OF VANCOUVER, by its
authorized signatory(ies):

print name:

print name:

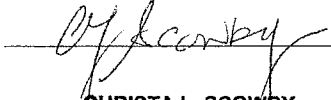
OFFICER CERTIFICATION:

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 D

EXECUTIONS CONTINUED

Officer Signature(s)



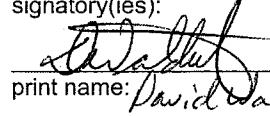
CHRISTA L. SCOWBY
BARRISTER & SOLICITOR
WESGROUP PROPERTIES
#910-1055 DUNSMUIR ST
VANCOUVER, B.C. V7X 1L3
604-633-2886

Execution Date

Y	M	D
15	06	24

Transferor / Borrower / Party Signature(s)

WEGROUP CAPITAL MORTGAGE
(NO. 1) CORP., by its authorized
signatory(ies):


print name: David Waldref

print name: _____

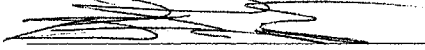
OFFICER CERTIFICATION:

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)



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

Exp 5-31-16.

Execution Date

Y	M	D
15	6	24

Transferor / Borrower / Party Signature(s)

BANK OF MONTREAL, by its
authorized signatory(ies):

print name:

MARK TOWER
ACCOUNT MANAGER

print name:

Ann Norgaard
Senior Deal Specialist

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		sec. 219 (Article 2)
Covenant		sec. 219 (Article 5)
Priority Agreement		Granting 1st Covenant in this instrument priority over: Mortgage CA3880852; Assignment of Rents CA3880853; Mortgage CA4111680; and Assignment of Rents CA4111681
Priority Agreement		Granting 2nd Covenant in this instrument priority over: Mortgage CA3880852; Assignment of Rents CA3880853; Mortgage CA4111680; and Assignment of Rents CA4111681

**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.

5. TRANSFEROR(S):

BOFFO HOMES (MAIN STREET) INC. (Inc. No. BC0847629)

WESGROUP CAPITAL MORTGAGE (No. 1) CORP. (Inc. No. BC0846086)
(as to priority)

BANK OF MONTREAL
(as to priority)

TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT
(MARKET RENTAL)

5037 TO 5087 MAIN STREET

WHEREAS:

- A. It is understood and agreed that this Agreement will be read as follows:
- (I) the Transferors, BOFFO HOMES (MAIN STREET) INC., is herein called the "Owner" (as more particularly defined in Section 1.1(r));
 - (II) the Transferee, City of Vancouver, is herein called the "City" when referring to the corporate entity and "City of Vancouver" when referring to geographic location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner has applied to rezone the Lands from RM-3A (Multiple Dwelling) District to CD-1 (Comprehensive Development) District, and after a public hearing to consider the rezoning on March 24 and 26, 2015, the rezoning application was approved by the City's Council, in principle, subject to, *inter alia*, the fulfillment of the following condition:

"Make arrangements to the satisfaction of the Chief Housing Officer and the Director of Legal Services to enter into a Housing Agreement securing eight residential units as replacement market rental housing for the longer of 60 years and the life of the building, subject to the following additional conditions in respect of those units:

- (i) *That all such units will be contained within a separate air space parcel or be contained within a single strata lot at the discretion of the Chief Housing Officer and Director of Legal Services.*
- (ii) *That such air space parcel may not be subdivided by deposit of a strata plan or that such strata lot may not be divided or subdivided, whether by amendment to strata plan or otherwise.*
- (iii) *That no such units may be separately sold.*
- (iv) *[That] none of such units will be rented for less than one month at a time.*
- (v) *[Delivery of a] rent roll indicating the proposed initial monthly rents for each rental housing unit.*
- (vi) *Compliance with the Tenant Relocation Plan attached ... [as] Appendix E of the Policy Report dated February 17, 2015, entitled "CD 1 Rezoning - 5037, 5067 and 5087 Main Street".*

(vii) *Such other terms and conditions as the Chief Housing Officer and the Director of Legal Services may in their sole discretion require.*

Note to Applicant: This condition will be secured by a Housing Agreement to be entered into by the City by by-law enacted pursuant to Section 565.2 of the Vancouver Charter”; and

- D. The Owner has finalized its tenant relocation plan and such tenant relocation plan has been approved by the City;
- E. 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 any Building on the Lands:

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 including the foregoing Recitals;
- (b) **“Building”** means each new, renovated or reconstructed building or structure to be built, renovated or reconstructed 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, renovation or reconstruction contemplated by the Development Permit;
- (c) **“Building Permit”** means any building permit issued by the City authorizing the construction of a Building as contemplated by a Development Permit;
- (d) **“Chief Housing Officer”** means the City employee appointed as such, from time to time, and his or her successors in function and their respective nominees;
- (e) **“City Manager”** means the chief administrator, from time to time, of the City and her or his successors in function and their respective nominees;
- (f) **“City Personnel”** means the City’s elected officials, officers, employees, contractors, subcontractors, agents, licensees, invitees and permittees;
- (g) **“Commencement Date”** means the date as of which this Agreement has been executed by all parties to it;
- (h) **“Development Permit”** means a development permit issued by the City authorizing development on the Lands or any portion of the Lands at any time following the Commencement Date;

- (i) **“Development Permit Application Date”** means the date as of which an application for a Development Permit is made;
- (j) **“Director of Legal Services”** means the chief administrator, from time to time, of the Legal Services Department of the City and her or his successors in function and their respective nominees;
- (k) **“Eligible Tenants”** means the tenants who are resident in the Building as of the Development Permit Application Date and are identified in the Tenant Relocation Plan as eligible for the benefits set out therein, and **“Eligible Tenant”** means any one of them;
- (l) **“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 age, size, quality, condition and location to the applicable Rental Housing Unit, as determined by an independent third party using a methodology, in each case agreed upon by the Owner and the City;
- (m) **“Housing Unit”** means a self-contained residential unit, comprised of two or more rooms, including toilet, bathing and cooking facilities, and **“Housing Units”** means more than one Housing Unit;
- (n) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c. 250 and any amendments, replacements or re-enactments thereof from time to time;
- (o) **“Lands”** means the lands described in Item 2 on the Form C to which these Terms of Instrument are attached, and includes any lots or parcels into which such lands are consolidated or subdivided;
- (p) **“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;
- (q) **“Occupancy Permit”** means a permit issued by the City authorizing the use and occupation of any building, development or partial development on the Lands;
- (r) **“Owner”** means the Transferor, BOFFO HOMES (MAIN STREET) INC., and its successors and assigns and, without limiting the generality of the foregoing, if the Lands, or any portion thereof, are subdivided by way of a strata plan under the *Strata Property Act*, then **“Owner”** includes the strata corporation thereby created;

- (s) **“Related Person”** means, where the registered or beneficial owner of the Rental Housing Units (or Replacement Rental Housing Units, as applicable) is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c. 57, 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;
- (t) **“Rental Housing”** means a Housing 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 arm’s length, for use as rental accommodation in accordance with this Agreement, reasonable and prudent landlord-tenant practices for residential rental accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (u) **“Rental Housing Units”** means eight new Housing Units to be constructed within the Building for the purposes of providing Rental Housing in accordance with the Development Permit and this Agreement, and **“Rental Housing Unit”** means any one of them, and those terms include each and all Replacement Rental Housing Units;
- (v) **“Rental Housing Units ASP”** has the meaning ascribed to such term in Section 2.1(d)(i);
- (w) **“Rental Housing Units Strata Lot”** has the meaning ascribed to such term in Section 2.1(d)(ii);
- (x) **“Replacement Rental Housing Unit”** means a rental housing unit constructed in a replacement building on the Lands in the event of the destruction of the Building or any part thereof during the Term, and **“Replacement Rental Housing Units”** means more than one or all of them, as the context requires;
- (y) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, c. 78 and any amendments, replacements or re-enactments thereof from time to time;
- (z) **“Returning Tenants”** means the Eligible Tenants who accept the Owner’s offer to relocate to the Building after completion of construction thereof as contemplated by ARTICLE 4, and **“Returning Tenant”** means any one of them;
- (aa) **“Strata Property Act”** means the *Strata Property Act*, S.B.C. 1998, c. 43 and any amendments, replacements or re-enactments thereof from time to time;

- (bb) “**Tenant Relocation Plan**” means the Owner’s Tenant Relocation Plan dated April 20, 2015 as approved by the City;
- (cc) “**Term**” means the term of this Agreement, which will commence on the Commencement Date and which 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
- (dd) “**Vancouver Charter**” means the *Vancouver Charter*, S.B.C. 1953, c. 55 and any amendments, replacements or re-enactments thereof, from time to time.

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 article, section or other subdivision hereof and any reference in this Agreement to a designated recital, article, section or other subdivision is a reference to the designated recital, article, section 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.
- (f) **Legislation.** Any reference to a statute includes, and is a reference to, such statute and the regulations made pursuant thereto, with all amendments made thereto and as in force, from time to time, and to any statutes 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 **Covenant.** Pursuant to Section 219 of the *Land Title Act*, the Owner covenants and agrees with the City in respect of the use of the Lands and the Building 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) at its sole cost and expense, it will construct, and throughout the Term will maintain, on the Lands, the Building and the Rental Housing Units in accordance with the Development Permit, the Building Permit and this Agreement;
 - (c) after completion of construction of the Building and the Rental Housing Units and thereafter throughout the Term, all of the Rental Housing Units on the Lands will be used only for the purpose of providing Rental Housing;
 - (d) all of the Rental Housing Units (and only the Rental Housing Units) will be contained within either:
 - (i) a separate air space parcel (the "Rental Housing Units ASP"); or
 - (ii) at the discretion of the Chief Housing Officer and the Director of Legal Services, one single strata lot (the "Rental Housing Units Strata Lot");
 - (e) as applicable:
 - (i) the Rental Housing Units ASP may not be subdivided by deposit of a strata plan; and
 - (ii) the Rental Housing Units Strata Lot may not be divided or subdivided, whether by amendment to strata plan or otherwise;
 - (f) except as expressly contemplated under this Agreement, throughout the Term, it will not suffer, cause or permit the Lands or the Building to be subdivided by air space plan or by strata plan without the prior written consent of the City, which consent, subject to ARTICLE 3, may be arbitrarily withheld;
 - (g) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, registered or beneficial title to any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) to be sold or otherwise transferred unless title to every Rental Housing Unit (and Replacement Rental Housing Unit, as applicable) is sold or otherwise transferred together and as a block to the same registered and beneficial owner, and unless such transferee concurrently enters into an assumption agreement as contemplated by Section 10.10; notwithstanding the foregoing, the registered and beneficial ownership of the Rental Housing Units

(and/or the Replacement Rental Housing Units, as applicable) may be split, provided that a single registered owner holds all of the Rental Housing Units (or the Replacement Rental Housing Units, as applicable) as nominee and bare trustee for a single beneficial owner;

- (h) after completion of construction of the Building and the Rental Housing Units, and thereafter throughout the Term, the Rental Housing Units (or Replacement Rental Housing Units, as applicable) will only be rented on a month-to-month or longer basis, and in no case for less than at least 30 consecutive days;
- (i) throughout the Term, any sale of a Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) in contravention of the covenant in Section 2.1(g) and any subdivision in contravention of Sections 2.1(e) and 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 applicable, at the Owner's expense;
- (j) throughout the Term, it will insure the Building and all parts thereof to the full replacement cost against perils normally insured against in the City of Vancouver by reasonable and prudent owners of similar buildings and lands;
- (k) after completion of construction of the Building and the Rental Housing Units, and thereafter throughout the Term, it will keep and maintain the Building in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted;
- (l) subject to Sections 3.4(d) and 3.5(e), after completion of construction of the Building and the Rental Housing Units, if any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) is damaged or destroyed before the end of the Term, 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; and
- (m) it will, in all respects, comply with and fulfill the terms and conditions set out in the Tenant Relocation Plan.

ARTICLE 3 SUBDIVISION OF THE LANDS

- 3.1 **Rental Housing Units Strata Lot or Rental Housing Units Strata ASP.** 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 an air space plan or a strata plan, or both (in the event that the Rental Housing Units are contained within the Rental Housing Units ASP and the remainder of the Building is contained within a strata plan created upon the subdivision of the remainder of the Lands), as applicable, provided that all, and only, the Rental Housing Units are contained within the Rental Housing Units ASP or the Rental Housing Units Strata Lot, as applicable.

- 3.2 **Partial Discharge where Rental Housing Units Strata Lot Created.** If applicable, following a subdivision of the Lands by way of strata plan only, where, for clarity, the Rental Housing Units Strata Lot is created, 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, but, for clarity, not the common property, 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:
- (a) 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;
 - (b) the strata corporation then created enters into an assumption agreement in form and content satisfactory to the Director of Legal Services;
 - (c) 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;
 - (d) the City will have a reasonable amount of time to execute and return any such discharge; and
 - (e) the preparation and registration of any such discharge will be at no cost to the City.
- 3.3 **Partial Discharge where Rental Housing Units ASP Created.** If applicable, following a subdivision of the Lands by way of air space plan to create the Rental Housing Units ASP and (if applicable) a subdivision of the remainder of the Lands by way of strata plan, 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, but, for clarity, not the Rental Housing Units ASP or the common property of the strata plan, and the City will, on request of the Owner, execute and deliver a registrable discharge of this Agreement in respect of such strata lot(s); provided, that:
- (a) 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 ASP, as applicable, pursuant to this Agreement;
 - (b) any strata corporation then created enters into an assumption agreement in form and content satisfactory to the Director of Legal Services;
 - (c) 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;
 - (d) the City will have a reasonable amount of time to execute and return any such discharge; and

- (e) the preparation and registration of any such discharge will be at no cost to the City.

3.4 **Strata Corporation.** If the Lands are subdivided by way of strata plan whereby the Rental Housing Units are contained with the Rental Housing Units Strata Lot:

- (a) the owner of the Rental Housing Units Strata Lot will be responsible for performing the covenants and obligations of the Owner herein as they pertain to the Rental Housing Units Strata Lot in accordance with the *Strata Property Act*;
- (b) the strata corporation will be responsible for performing the covenants and obligations of the Owner herein insofar as they pertain to the Building as a whole or the common property of any such strata plan in accordance with the *Strata Property Act*;
- (c) the obligation to insure in Section 2.1(j) will be satisfied if the owner of the Rental Housing Units Strata Lot obtains typical insurance obtained by a prudent owner of a strata lot in Vancouver; and
- (d) the obligation to replace the Rental Housing Units under Section 2.1(l) will be satisfied if the owner of the Rental Housing Units Strata Lot votes its interest in the strata corporation to restore and replace the Building.

3.5 **Air Space Parcel.** If the Lands are subdivided by way of an air space plan whereby the Rental Housing Units are contained with the Rental Housing Units ASP and the remainder of the Lands is contained with the remainder or is subdivided by way of strata plan, the Owner shall, as condition of the subdivision of the Lands by way of air space plan (and prior to any subdivision of the remainder by way of strata plan), be required to register a reciprocal air space parcel easement agreement in form satisfactory to the City setting out the respective obligations of the owner the Rental Housing Units ASP and the owner of the remainder of the Lands whereby, without limitation:

- (a) the owner of the Rental Housing Units ASP shall be responsible for performing the covenants and obligations of the Owner herein as they pertain to the Rental Housing Units ASP;
- (b) the owner of the remainder will be responsible for performing the covenants and obligations of the Owner as they pertain to the remainder; and
- (c) primary responsibility for the maintenance and repair of and insurance for common areas and facilities (including, without limitation, the building envelope and roof) will be assigned to one of the owners;
- (d) the owner of the Rental Housing Units ASP and the owner of the remainder will pay equitable shares of the costs of maintenance and repair of and insurance for common areas and facilities; and
- (e) the obligation to replace the Rental Housing Units under Section 2.1(l) will apply where the owner of the Rental Housing Units ASP and the owner of the

remainder have reached a decision to rebuild the Building or if a new development is to be constructed on the Lands, subject always to the City's development permit process and requirements.

ARTICLE 4 RETURNING TENANTS

4.1 **Returning Tenants.** The Owner further covenants and agrees with the City in respect of the use of the Lands and the Building, that:

- (a) it will provide all Eligible Tenants with a right of first refusal to occupy a Rental Housing Unit once the Rental Housing Units are ready for occupancy;
- (b) priority selection of the Rental Housing Units by Eligible Tenants will be based on such Eligible Tenants' prior length of tenancy;
- (c) the starting rent payable by each Returning Tenant for a Rental Housing Unit be not more than twenty (20%) percent below Fair Market Value which may increase in accordance with the *Residential Tenancy Act*, but, for greater certainty, such restriction on the starting rent payable for a Rental Housing Unit:
 - (i) will not apply to any tenant other than a Returning Tenant, and for greater certainty, will not apply to family members of Returning Tenants (other than dependants who reside with the Returning Tenants);
 - (ii) will apply only if all Returning Tenants who originally occupied any particular unit identified in the Tenant Relocation Plan occupy the same Rental Housing Unit (by way of example, if two individuals are identified in the Tenant Relocation Plan as the tenants for any particular unit, both such individuals must occupy the same Rental Housing Unit in order to qualify for the rental restrictions identified in this Section 4.1(c));
 - (iii) will not apply to any subtenants or assignees of the Returning Tenants and, because the rent restrictions set out in this Section 4.1(c) are intended to benefit only the Returning Tenants, it will not be unreasonable for the Owner to withhold its consent to a sublease or assignment of a lease by a Returning Tenant, regardless of the rent proposed under such sublease or assignment; and
 - (iv) will only be applicable for such time as the Returning Tenants actually occupy the Rental Housing Units and, without limiting the foregoing, the Returning Tenants may not sublease a Rental Housing Unit or assign the lease of a Rental Housing Unit to any other person at a rent higher than that provided for in this Section 4.1(c), or, if the Owner permits a Returning Tenant to sublease a Rental Housing Unit or assign the lease of a Rental Housing Unit to any other person at a rent higher than that provided for in this Section 4.1(c), the Owner will be entitled to charge the Returning Tenant additional rent at a rate equal to the difference

between the rent permitted to be charged by the Owner under this Section 4.1(c) and the rent charged by the Returning Tenant to such subtenant or assignee;

- (d) it will provide all Eligible Tenants with the notice, rent allowance, moving expenses and assistance and other benefits and assistance set out in the Tenant Relocation Plan; and
- (e) it will, in all other respects, comply with and fulfill the terms and conditions set out in the Tenant Relocation Plan.

**ARTICLE 5
OCCUPANCY RESTRICTIONS ON THE LANDS**

5.1 **No Occupancy.** Pursuant to Section 219 of the *Land Title Act*, the Owner covenants and agrees with the City in respect of the use of the Lands and the Building that:

- (a) the Lands and 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 Lands or the Building or any part thereof and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the Lands or the Building or any part thereof; and
 - (ii) the City will be under no obligation to issue any Occupancy Permit permitting the use and occupation of the Lands or the Building or any part thereof, notwithstanding completion of construction of the Building,

until such time as the Owner delivers to the City:

 - (iii) evidence that insurance consistent with the requirements of Section 2.1(j) is in force and effect as of Occupancy Permit issuance, in form and substance satisfactory to the City; and
 - (iv) confirmation that the Rental Housing Units will be used as Rental Housing as of the date on which the Occupancy Permit has been issued for the Building, in form and substance satisfactory to the City;
 - (v) confirmation that the Tenant Relocation Plan has been complied with, in form and substance satisfactory to the City; and
 - (vi) particulars regarding Returning Tenants including the unit number and type to be occupied by each Returning Tenant and the starting rent that will be payable for the same, together with evidence substantiating the agreed starting rent discount; and
- (b) without limiting the general scope of ARTICLE 8, 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 5.

- 5.2 **Discharge.** Subject as hereinafter provided, the City will execute a discharge of the covenants and agreements in Section 5.1 constituting covenants pursuant to Section 219 of the *Land Title Act* from title to the Lands or any subdivided portion thereof upon satisfaction of the obligations of the Owner under Section 5.1, provided that:
- (a) the City will have no obligation to execute such discharge until a written request therefor from the Owner has been received by the City, which request will include the form of discharge in registrable form;
 - (b) the cost of preparation of such discharge and the cost of registration of the same in the LTO will be paid by the Owner; and
 - (c) the City will have a reasonable time within which to execute such discharge and return the same to the Owner for registration.

ARTICLE 6 RECORD KEEPING AND COMPLIANCE

- 6.1 **Records.** The Owner will, throughout the Term, maintain an accurate rent roll and other records pertaining to the use and occupancy of and the rental rates charged for the Rental Housing Units (or Replacement Rental Housing Units, as applicable), such records to contain sufficient detail for the City to ascertain compliance with the Tenant Relocation Plan and otherwise to be satisfactory to 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. The Owner will also, throughout the Term, forthwith upon request by the City, provide the City with proof of the insurance required to be taken out pursuant to Section 2.1(j), in form and substance satisfactory to the City.

ARTICLE 7 ENFORCEMENT

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

ARTICLE 8 RELEASE AND INDEMNITY

- 8.1 **Release and Indemnity.** Subject to Section 8.2, except with respect to any wrongful intentional acts of the City or City Personnel, 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;
 - (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 all 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.
- (c) The indemnities in this ARTICLE 8 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

8.2 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 8.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 8.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 8.2(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 Section 8.1; and

- (c) Regardless of whether the claim is being defended under Section 8.2(a) or Section 8.2(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.

- 8.3 **Survival of Release and Indemnities.** The release and indemnities in this ARTICLE 8 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 9 NOTICES

- 9.1 **Notices.** 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, BC V5Y 1V4

Attention: City Clerk
With concurrent copies to the Chief Housing Officer and the Director of
Legal Services

(b) If to the Owner:

BOFFO Homes (Main Street) Inc.
1391 Venables Street
Vancouver, BC V5L 2G1

Attention: Daniel Boffo

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, 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; or
- (d) if personally delivered, on the date when delivered.

ARTICLE 10 MISCELLANEOUS

- 10.1 **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 Sections 3.2 and 3.3.
- 10.2 **No Liability.** Subject to compliance with Sections 3.2(b), 3.3(b) and 10.10, the parties agree that neither the Owner nor any successor in title to the Lands, will be liable for breaches or non-observance or non-performance of covenants herein after it has ceased to be the registered owner of the Lands, but the Owner, or its successors in title, as the case may be, will remain liable after ceasing to be the registered owner of the Lands for all breaches of and non-observance and non-performance of covenants herein that occur prior to the Owner, or any successor in title as the case may be, ceasing to be the registered owner of the Lands.
- In addition and for greater certainty, notwithstanding Section 8.3, the Owner or any future owner, respectively, shall be bound by the indemnities provided in ARTICLE 8 only in respect of the Losses mentioned therein that may arise or accrue or relate to any act or omission that occurs during the period in which the Owner or any future owner is the registered or beneficial owner of the Lands or any portion thereof.
- 10.3 **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.
- 10.4 **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.

- 10.5 **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.
- 10.6 **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.
- 10.7 **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 referred to in Sections 10.8(a), 10.8(b) and 10.8(c).
- 10.8 **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.
- 10.9 **Further Assurances.** Each party shall execute such further and other documents and instruments and do such further and other acts as may reasonably be necessary to implement and carry out the provisions and intent of this Agreement.
- 10.10 **Transfer of Lands.** 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, partnership or other entity, the

Owner will obtain from such person, trust, 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. Notwithstanding the foregoing, but not to limit the requirements of the strata corporation under Section 3.2(b) or 3.3(b), as applicable, the Owner will not be required to obtain any such acknowledgement or assumption from any third party purchaser of an interest in one or more strata lots that may be created by the subdivision of the Lands (other than the Rental Housing Units Strata Lot, if applicable).

10.11 Joint and Several. If the registered Owner consists of more than one person, each such person will be jointly and severally liable to perform the Owner's obligations under this Agreement.

10.12 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 the Form C/D/E which is a part hereof.

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA3880852 and the Assignment of Rents registered under number CA3880853;
- (b) "Existing Chargeholder" means Wesgroup Capital Mortgage (No. 1) Corp.;
- (c) "New Charges" means the Section 219 Covenants contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument - Part 2.

For \$10 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

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

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA4111680 and the Assignment of Rents registered under number CA4111681;
- (b) "Existing Chargeholder" means Bank of Montreal;
- (c) "New Charges" means the Section 219 Covenants contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument - Part 2.

For \$10 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

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

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

END OF DOCUMENT

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 5030, 5040, 5060 and 5080 Quebec Street**

After the public hearing on February 24 and 26, 2015, Council resolved to amend the Zoning and Development By-law to create a CD-1 By-law for 5030, 5040, 5060 and 5080 Quebec Street. The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 7, 2015

5030, 5040, 5060 and 5080 Quebec Street



BY-LAW NO. _____

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

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

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-685 (e) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D to By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (615).

2.2 Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (615), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Multiple Dwelling; and
- (b) Accessory Uses customarily ancillary to the uses listed in this section 2.2.

Conditions of use

3. The design and layout of at least 35% of the dwelling units must:

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

Floor area and density

4.1 Computation of floor space ratio must assume that the site consists of 1,588 m², being the site size at the time of the application for the rezoning evidenced by this By-law, prior to any dedications.

4.2 The floor space ratio for all uses must not exceed 2.3.

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

4.4 Computation of floor area must exclude:

- (a) open residential balconies or sun decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:
 - (i) the total area of all such exclusions must not exceed 12% of permitted floor area, and
 - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof gardens, if the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses, which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, that are at or below base surface, except that the exclusion for a parking space must not exceed 7.3 m in length;
- (d) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m² for a dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit; and
- (e) a staircase in a top floor unit that leads to a roof deck.

4.5 Computation of floor area may exclude amenity areas, except that the total exclusion for amenity areas must not exceed 10% of the permitted floor area.

4.6 The use of floor area excluded under section 4.4 or 4.5 must not include any purpose other than that which justified the exclusion.

Building height

5. Building height, measured from base surface, must not exceed 18.9 m.

Horizontal angle of daylight

6.1 Each habitable room must have at least one window on an exterior wall of a building.

6.2 The location of each such exterior window must allow a plane or planes extending from the window and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, to encounter no obstruction over a distance of 24.0 m.

6.3 Measurement of the plane or planes referred to in section 6.2 must be horizontally from the centre of the bottom of each window.

6.4 The Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement, if:

- (a) the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council; and
- (b) the minimum distance of unobstructed view is not less than 3.7 m.

6.5 An obstruction referred to in section 6.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (615).

6.6 A habitable room referred to in section 6.1 does not include:

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

Acoustics

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

Portions of dwelling units
Bedrooms
Living, dining, recreation rooms
Kitchen, bathrooms, hallways

Noise levels (Decibels)
35
40
45

Severability

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

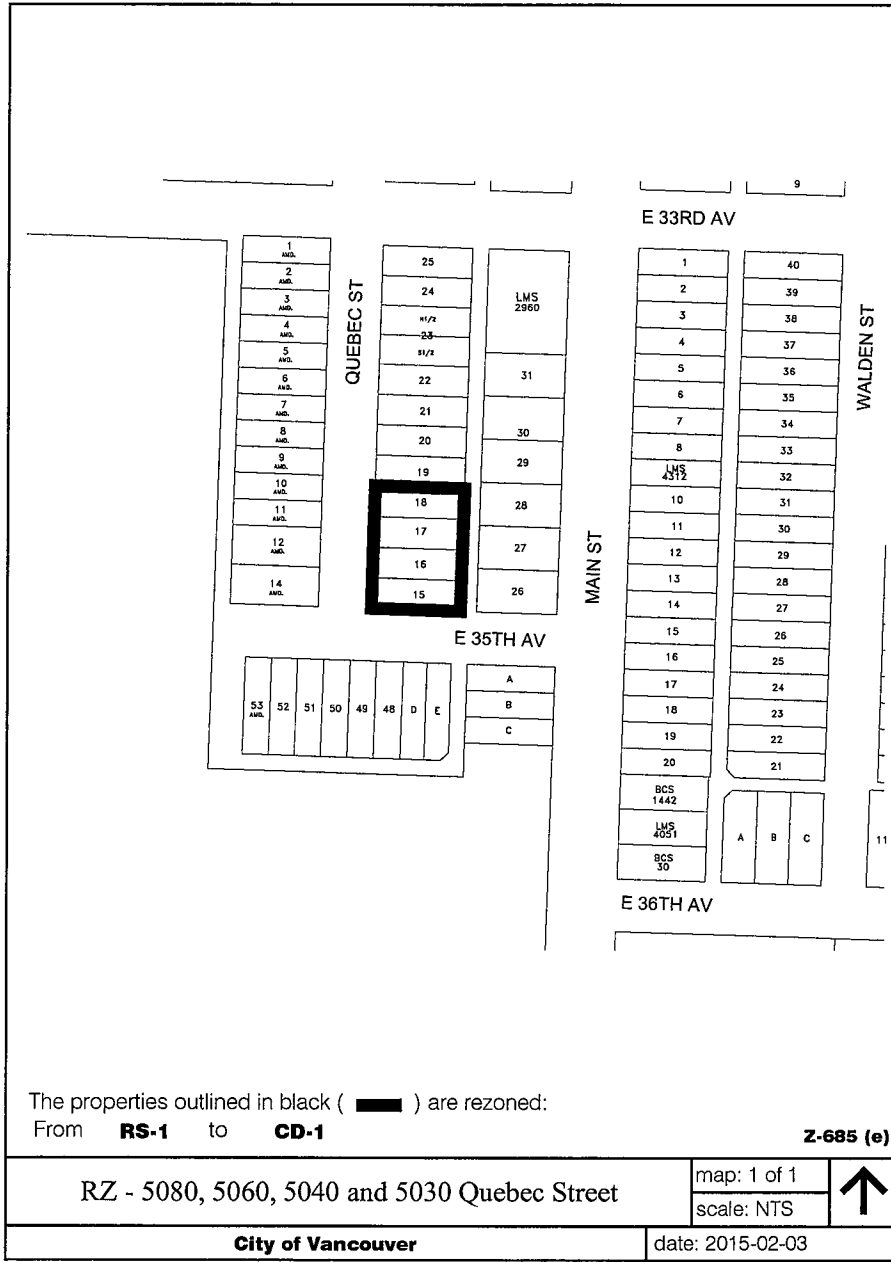
Force and effect

9. 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



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

Z-685 (e)

RZ - 5080, 5060, 5040 and 5030 Quebec Street

map: 1 of 1
 scale: NTS



City of Vancouver

date: 2015-02-03

EXPLANATION

**A By-law to amend the Zoning and Development By-law
Re: 3503-3523 East Hastings Street
and 394-398 Skeena Street**

After the public hearing on September 16, 2014, Council resolved to amend the Zoning and Development By-law to create a CD-1 By-law for 3503-3523 East Hastings Street and 394-398 Skeena Street. The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 7, 2015

3503-3523 East Hastings Street
and 394-398 Skeena Street



BY-LAW NO. _____

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

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

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-682 (c) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D, to By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (610).

2.2 Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (610), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Cultural and Recreational Uses, limited to Fitness Centre;
- (b) Dwelling Uses in conjunction with any of the uses listed in this By-law;
- (c) Office Uses, limited to Financial Institution and Health Care Office;
- (d) Retail Uses, limited to Grocery or Drug Store, Liquor Store, Public Bike Share, Retail Store and Secondhand Store;
- (e) Service Uses, limited to Animal Clinic, Auction Hall, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Catering Establishment, Laundromat or Dry Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography Studio, Print Shop, Repair Shop - Class B, Restaurant; and
- (f) Accessory Uses customarily ancillary to the uses listed in this section 2.2.

Conditions of use

3.1 No portion of the first storey of a building, to a depth of 10.7 m from the front wall of the building along Hastings Street and extending across its full width, shall be used for residential purposes except for entrances to the residential portion of the building.

3.2 The design and layout of at least 25% of the dwelling units must:

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

3.3 All commercial uses shall be carried on wholly within a completely enclosed building except for the following:

- (a) parking and loading facilities;
- (b) display of flowers, plants, fruit and vegetables; and
- (c) outdoor seating areas in conjunction with retail and service uses.

Floor area and density

4.1 Computation of floor space ratio must assume that the site consists of 1,496.4 m² being the site size at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

4.2 The floor space ratio for all uses must not exceed 3.95.

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

4.4 Computation of floor area must exclude:

- (a) open residential balconies or sun decks and any other appurtenances, which in the opinion of the Director of Planning, are similar to the foregoing, except that the total area of all such exclusions must not exceed 8% of the permitted floor area;
- (b) patios and roof gardens, if the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment

or uses, which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used that are at or below base surface, except that the maximum exclusion for a parking space must not exceed 7.3 m in length; and

- (d) all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m² per dwelling unit, there will be no exclusion for any of the residential storage space above base surface for that unit.

4.5 Computation of floor area may exclude:

- (a) enclosed residential balconies, if the Director of Planning first considers all applicable policies and guidelines adopted by Council and approves the design of any balcony enclosure, except that
 - (i) the total area of all open and enclosed balcony or sundeck exclusions must not exceed 8% of the residential floor area being provided; and
 - (ii) no more than 50% of the excluded balcony floor area may be enclosed; and
- (b) amenity areas, recreational facilities and meeting rooms accessory to a residential use, to a maximum total area of 10% of the total permitted floor area.

4.6 The use of floor area excluded under sections 4.4 and 4.5 must not include any purpose other than that which justified the exclusion

Building height

5. Building height, measured from base surface, must not exceed 19.74 m.

Horizontal angle of daylight

6.1 Each habitable room must have at least one window on an exterior wall of a building.

6.2 The location of each such exterior window must allow a plane or planes extending from the window and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, to encounter no obstruction over a distance of 24.0 m.

6.3 Measurement of the plane or planes referred to in section 6.2 must be horizontally from the centre of the bottom of each window.

- 6.4 If:
- (a) the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council; and
 - (b) the minimum distance of the unobstructed view is not less than 3.7 m;
- the Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement.
- 6.5 An obstruction referred to in section 6.2 means:
- (a) any part of the same building including permitted projections; or
 - (b) the largest building permitted under the zoning on any site adjoining CD-1 (610).
- 6.6 A habitable room referred to in section 6.1 does not include:
- (a) a bathroom; or
 - (b) a kitchen whose floor area is the lesser of:
 - (i) 10% or less of the total floor area of the dwelling unit, or
 - (ii) 9.3 m².

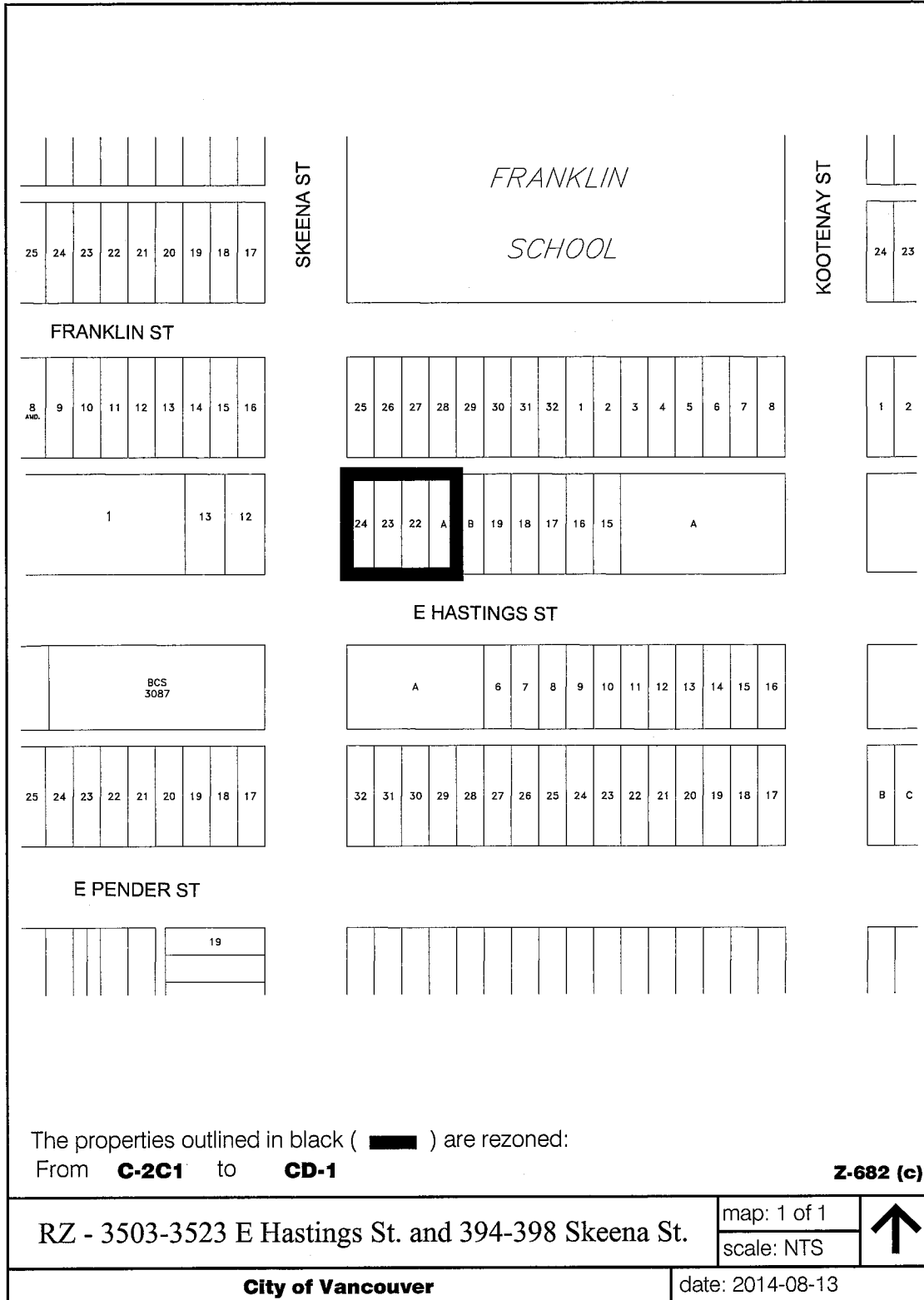
Acoustics

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

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

Severability

8. 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.



The properties outlined in black () are rezoned:
 From **C-2C1** to **CD-1**

Z-682 (c)

RZ - 3503-3523 E Hastings St. and 394-398 Skeena St.

map: 1 of 1
 scale: NTS



EXPLANATION**A By-law to amend the Zoning and Development By-law
regarding Building Lines**

After the public hearing on September 16, 2014, Council resolved to amend the Zoning and Development By-law regarding Building Lines for 3503-3523 East Hastings Street and 394-398 Skeena Street. The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 7, 2015

Amendment to Schedule E
Building Lines
regarding 3503-3523 East Hastings
and 394-398 Skeena Street



BY-LAW NO. _____

**A By-law to amend
Zoning and Development By-law No. 3575
regarding Building Lines**

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

1. This by-law amends the indicated provisions of By-law No. 3575.
2. In Part II of Schedule E, Council strikes out the entire paragraph under the heading **“Hastings Street, north side, from Cassiar Street to Boundary Road”**, and substitutes:

“A building line on the northerly side of Hastings Street which building line is more particularly described as follows:

Commencing at a point in the easterly limit of Lot A of Block 46, T.H.S.L., Plan 17717, 4.3 metres northerly from the southerly limit of said Lot A; thence westerly, in a straight line to intersection with the westerly limit of Lot A of Block 46, T.H.S.L., Plan EPP27624, at a point 3.69 metres northerly from the southerly limit of said Lot A; commencing again at a point in the easterly limit of Lot A (BN199299) of Block 47, T.H.S.L., Plan 3419, 4.3 metres northerly from the southerly limit of said Lot A; thence westerly, in a straight line to intersection with the westerly limit of Lot B of Block 47, T.H.S.L., Plan 18237, 4.3 metres northerly from the southerly limit of said Lot B; thence southerly along said westerly limit of Lot B to a point 1.2 metres northerly from the southerly limit of Lot A of Block 47, T.H.S.L. Plan 18237; thence westerly, in a straight line to intersection with the westerly limit of Lot 24 of Block 47, T.H.S.L., Plan 4160, 1.2 metres northerly from the southerly limit of said Lot 24; commencing again at a point in the easterly limit of Lot 12, south half of Block 48, T.H.S.L., Plan 363, 4.3 metres northerly from the southerly limit of said Lot 12; thence westerly in a straight line, parallel to the southerly limit of the south half of Block 48, Plan 363 to intersection with the southwesterly limit of Lot A of the south half of Block 48, T.H.S.L., Plan 22411.”

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**A By-law to amend the Zoning and Development By-law
Re: 275 Kingsway (333 East 11th Avenue)**

After the public hearing on February 17, 2015, Council resolved on March 3, 2015 to amend the Zoning and Development By-law to create a CD-1 By-law for 275 Kingsway (333 East 11th Avenue). The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 7, 2015

275 Kingsway (333 East 11th Avenue)

BY-LAW NO. _____ 

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

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

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-684 (a) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D, to By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (614).

2.2 Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (614), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Cultural and Recreational Uses, limited to Artist Studio, Arts and Culture Indoor Event, Club and Fitness Centre;
- (b) Dwelling Uses, limited to Multiple Dwelling and Dwelling Units in conjunction with any of the uses listed in this By-law;
- (c) Institutional Uses, limited to Child Day Care Facility;
- (d) Office Uses, limited to Financial Institution, Health Care Office and Health Enhancement Centre;
- (e) Retail Uses, limited to Farmers' Market, Furniture or Appliance Store, Grocery or Drug Store, Liquor Store, Public Bike Share, Retail Store and Secondhand Store;

- (f) Service Uses, limited to Animal Clinic, Auction Hall, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Catering Establishment, Laboratory, Laundromat or Dry Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography Laboratory, Print Shop, Production or Rehearsal Studio, Repair Shop - Class A, Repair Shop - Class B, and Restaurant; and
- (g) Accessory uses customarily ancillary to the uses listed in this Section 2.2.

Conditions of use

- 3. The design and lay-out of at least 25% of the dwelling units must:
 - (a) be suitable for family housing;
 - (b) include two or more bedrooms; and
 - (c) comply with Council's "High Density Housing for Families with Children Guidelines".

Floor area and density

- 4.1 Computation of floor space ratio must assume that the site consists of 1,520.8 m², being the site size at the time of the application for the rezoning evidenced by this By-law, prior to any dedications.
- 4.2 Floor space ratio for all uses must not exceed 8.66.
- 4.3 Computation of floor area must include all floors of all buildings, including earthen floors, above and below ground level, having a minimum ceiling height of 1.2 m, measured to the extreme outer limits of the building.
- 4.4 Computation of floor area must exclude:
 - (a) open residential balconies or sun decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that the total area of all such exclusions must not exceed 8% of the permitted floor area;
 - (b) patios and roof gardens, if the Director of Planning first approves the design of sunroofs and walls;
 - (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used that are at or below base surface, except that the maximum exclusion for a parking space must not exceed 7.3 m in length;

- (d) amenity areas, recreational facilities and meeting rooms accessory to a residential use, to a maximum of 10% of the total permitted floor area; and
- (e) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m² per dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.

4.5 Computation of floor area may exclude:

- (a) enclosed residential balconies, if the Director of Planning first considers all applicable policies and guidelines adopted by Council and approves the design of any balcony enclosure, except that:
 - (i) the total area of all open and enclosed balcony or sundeck exclusions must not exceed 8% of the residential floor area being provided, and
 - (ii) no more than 50% of the excluded balcony floor area may be enclosed.

4.6 The use of floor area excluded under section 4.4 or section 4.5 must not include any purpose other than that which justified the exclusion.

Building height

5.1 Building height, measured from base surface, must not exceed 42.4 m.

5.2 Despite the provisions of section 5.1 of this By-law and section 10.11 of the Zoning & Development By-law, the Director of Planning may permit portions of buildings to exceed the permitted maximum height, if:

- (a) the Director of Planning first considers:
 - (i) all applicable Council policies and guidelines; and
 - (ii) the location and sizing of such portions of buildings in relation to views, overlook, shadowing, and noise impacts; and
- (b) those portions of buildings which exceed the permitted maximum height are:
 - (i) mechanical appurtenances such as elevator machine rooms,
 - (ii) access and infrastructure required to maintain green roofs or urban agriculture, roof-mounted energy technologies including solar panels and wind turbines,
 - (iii) decorative roof and enclosure treatments if the roof and enclosure treatment enhance the overall appearance of the building and appropriately integrate mechanical appurtenances, or
 - (iv) any items that are, in the opinion of the Director of Planning, similar to the foregoing.

Horizontal angle of daylight

- 6.1 Each habitable room must have at least one window on an exterior wall of a building.
- 6.2 The location of each such exterior window must allow a plane or planes extending from the window and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, to encounter no obstruction over a distance of 24.0 m.
- 6.3 Measurement of the plane or planes referred to in section 6.2 must be horizontally from the centre of the bottom of each window.
- 6.4 The Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement if:
- (a) the Director of Planning or Development Permit Board first considers all applicable policies and guidelines adopted by Council; and
 - (b) the minimum distance of unobstructed view is not less than 3.7 m.
- 6.5 An obstruction referred to in section 6.2 means:
- (a) any part of the same building including permitted projections; or
 - (b) the largest building permitted under the zoning on any site adjoining CD-1 (614).
- 6.6 A habitable room referred to in section 6.1 does not include:
- (a) a bathroom; or
 - (b) a kitchen whose floor area is the lesser of:
 - (i) 10% or less of the total floor area of the dwelling unit, or
 - (ii) 9.3 m².

Acoustics

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



The properties outlined in black () are rezoned:
 From **C-3A** to **CD-1**

Z-684 (a)

RZ - 275 Kingsway (333 East 11th Avenue)

map: 1 of 1
 scale: NTS



City of Vancouver

date: 2015-01-22

EXPLANATION

**A By-law to amend CD-1(303) By-law 7166
Re: 785 West 16th Avenue**

After the public hearing on June 25, 2015, Council approved a text amendment of CD-1(303) By-law 7166 to add "School - Elementary or Secondary" as a permitted use. There are no prior to conditions and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 7, 2015

785 West 16th Avenue
Text amendment regarding
School use



BY-LAW NO. _____

A By-law to amend CD-1 By-law No. 7166

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

1. This By-law amends the indicated provisions of By-law No. 7166.
2. In Section 2 Uses, Council:
 - (a) renames subsection (i) as (j); and
 - (b) after subsection (h), adds:

“(i) School - Elementary or Secondary, limited in size to 260 m².”
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**A By-law to amend CD-1(59) By-law 4472
Re: Vancouver General Hospital regarding setbacks for Segal Centre**

After the public hearing on June 25, 2015, Council approved a text amendment of CD-1(59) By-law 4472 regarding setbacks for the Segal Centre. There are no prior to conditions and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 7, 2015



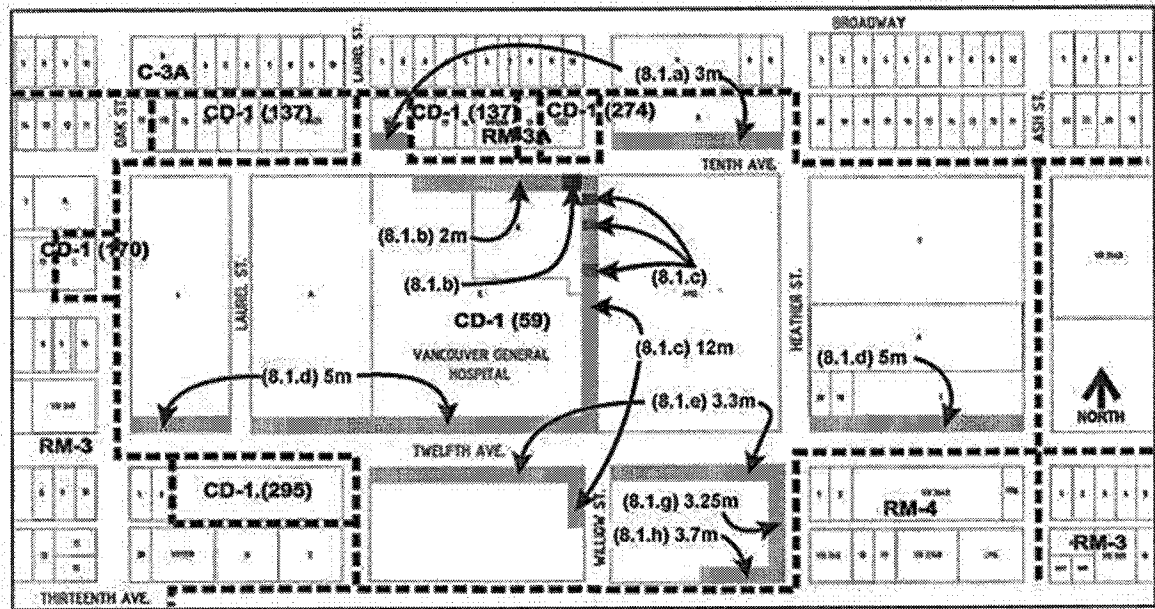
BY-LAW NO. _____

A By-law to amend CD-1 By-law No. 4472

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

1. This By-law amends the indicated provisions of By-law No. 4472.
2. In Section 8, Setbacks, Council:
 - (a) strikes out “8.1.1”, “8.1.2”, “8.1.3”, “8.1.4”, “8.1.5”, “8.1.6”, “8.1.7” and “8.1.8” and substitutes “(a)”, “(b)”, “(c)”, “(d)”, “(e)”, “(f)”, “(g)” and “(h)”;
 - (b) in renumbered section 8.1(b) strikes out the word “imaginary” wherever it appears and substitutes “theoretical” and strikes out “Development Permit Board” and substitutes “Director of Planning”; and
 - (c) strikes out renumbered section 8.1(c) and substitutes:
 - “(c) 12 m west of the theoretical extension of the centre line of Willow Street through the site from 10th Avenue to 12th Avenue, except that the Director of Planning may reduce the setback to a minimum of 11 m if:
 - (i) in the opinion of the Director of Planning, the proposed building meets the Vancouver General Hospital (VGH) Precinct CD-1 Guidelines for building articulation, and
 - (ii) the location of the setback, measured from the north boundary of the site, is:
 - a. between 4.1 m and 12.5 m to the south,
 - b. between 33.0 m and 41.7 m to the south, or
 - c. between 73.0 m and 85.0 m to the south.”
3. Council strikes out Figure 4. Setbacks and substitutes, after section 8.1(h), the following Figure 4:

Figure 4: Setbacks



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

ENACTED by Council this _____ day of _____, 2015

Mayor

City Clerk

EXPLANATION

**A By-law to amend CD-1(588) By-law 11107
Re: 1229-1281 Hornby Street (Burrard Gateway)**

After the public hearing on June 25, 2015, Council approved a text amendment of CD-1(588) By-law 11107 to decrease the permitted floor area for sub-area B and increase the permitted floor area for sub area A, allowing for revisions to the proposed tower floor plate. There are no prior to conditions and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 7, 2015



BY-LAW NO. _____

A By-law to amend CD-1 (588) By-law No. 11107

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

- 1. This By-law amends the indicated provisions of CD-1 (588) By-law No. 11107.
- 2. In Section 5, "Floor area and density", Council:
 - (a) replaces sub-section 5.1 with the following:

"5.1 The floor area for all uses must not exceed the maximum floor area set out in the table below, noting that no portion of a tower may extend from one sub-area into another sub-area:

Sub-Area	Maximum Floor Area
A	46,125.8 m ²
B	21,304.5 m ²
Total	67,430.3 m ²

- (b) in sub-section 5.2(c), strikes "37,934.5 m²" and substitutes "39,910.1 m²"; and
- (c) in sub-section 5.2(d), strikes "18,901.0 m²" and substitutes "16,925.4 m²".

- 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

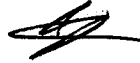
EXPLANATION

Heritage Designation By-law
Re: 3171 West 5th Avenue

At a public hearing on June 25, 2015, Council approved a recommendation to designate the structure and exterior envelope, of the improvements and exterior building materials of a building at 3171 West 5th Avenue as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
July 7, 2015

3171 West 5th Avenue
Juno Miller House



BY-LAW NO. _____

**A By-law to designate certain real property
as protected heritage property**

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

1. Council considers that the real property described as:

Structure and
exterior envelope of
the improvements
and exterior
building materials of
the heritage
building

3171 West 5th Avenue
Vancouver, B.C.

PID: 010-578-421
LOT D OF LOTS 10 to
12
BLOCK 30
DISTRICT LOT 540
PLAN 4976

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

Heritage Designation By-law
Re: 1938 Ferndale Street

At a public hearing on June 25, 2015, Council approved a recommendation to designate the structure and exterior envelope, of the improvements and exterior building materials of a building at 1938 Ferndale Street as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
July 7, 2015

1938 Ferndale Street
Margaret and Joseph Dick House

BY-LAW NO. _____

**A By-law to designate certain real property
as protected heritage property**

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

1. Council considers that the real property described as:

Structure and exterior envelope of the improvements and exterior building materials of the heritage building	1938 Ferndale Street Vancouver, B.C.	PID: 013-956-701 LOT E BLOCK 48 DISTRICT LOT 184 PLAN 2210
--	---	--

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