

EXPLANATION

Electrical By-law amending By-law Re: Miscellaneous amendments and 2016 fee increases

The attached By-law will implement Council's resolution of June 14, 2016 and will clarify certain provisions regarding maintenance, inspection and secondary suites and lock-off units and increase fees for 2016.

Director of Legal Services
July 26, 2016

**A By-law to amend the Electrical By-law No. 5563
regarding miscellaneous amendments and 2016 fee increases**

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

1. This By-law amends the indicated provisions of Electrical By-law No. 5563.
2. In section 1.3, Council:
 - (a) strikes out the definitions of “approved electrical contractor”, “field safety representative”, and “secondary suite”; and
 - (b) adds the following definitions in alphabetical order:

“ “approved electrical contractor” means a person who holds a licence under the Licence By-law as a trade contractor authorized to carry out electrical work and a licence as a licensed contractor in respect of electrical equipment, under the Safety Standards Act.”

“ “field safety representative” means a person who holds a certificate of qualification as a field safety representative issued under Division 2 of the Electrical Safety Regulation to the Safety Standards Act.”

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

“ “One-family dwelling with secondary suite” means a building containing only two dwelling units of which the secondary suite is smaller than the principal residence.”

“ “secondary suite” means secondary suite as defined in the Building By-law.”

“ “Two-family dwelling with secondary suites” means a building containing two self-contained dwelling units where each self-contained dwelling unit contains one secondary suite.”
3. In section 5.13, Council strikes out “connected load” and substitutes “service KVA rating”.
4. Council strikes out Sections 5.14 and 5.15 and substitutes:

“5.14 The owner of a building where the existing service KVA rating exceeds 500 must apply for and obtain an annual permit, and must provide the following information with the permit application:

- (a) the information required by section 5.4;
- (b) the supply or service KVA rating;
- (c) the name and the class of certificate of qualifications, of the field safety representative who will perform or supervise the electrical works under the permit; and
- (d) the name and address of any electrical contractor who will perform electrical works under the permit.

5.15 An annual permit issued pursuant to section 5.14 authorizes an owner:

- (a) to maintain all existing operating electrical equipment in safe and proper working order in conformance with Rule 2-300 of the Canadian Electrical Code, Part I; and
- (b) to carry out electrical work related to minor alterations, repairs or additions to an installation of a value not exceeding \$5000.00.”

5. Council strikes out section 6.7 and substitutes:

“6.7 Subject to section 6.12, within 2 working days after receipt of the notice referred to in section 6.6, the City Electrician must inspect the equipment and must notify the holder of the permit that the installation of electrical equipment:

- (a) has been approved; or
- (b) has not been approved and in such case, must order that the equipment be condemned or that changes be made to comply with this By-law.”

6. In Section 6.9 (a), Council strikes out “posted a card of approval;” and substitutes “approved the installation;”.

7. Council repeals Section 7.3.5, and substitutes the following:

“7.3.5. SECONDARY SUITES AND LOCK-OFF UNITS

The provisions of this By-law apply to the construction of a smaller dwelling unit in a new or existing principle dwelling unit, except that:

- (a) if there is a combination panelboard that supplies circuits to the principle dwelling unit and the smaller dwelling unit and a single meter that measures electrical power consumption, the main combination panelboard must be located in a common area in the building that is accessible from both dwelling units;

- (b) notwithstanding subsection (a), a combination panelboard must be installed in a lock-off unit within a residential suite in a new apartment building;
- (c) the minimum ampacity of service or feeder conductors supplying the total load of a principal dwelling unit and any smaller dwelling unit within the principle dwelling unit must be based on the demand load calculated on the total living area plus all electrical loads of the principal dwelling unit and any smaller dwelling unit within the principle dwelling unit as if there is only one dwelling unit;
- (d) in addition to the demand calculated for each electric range located in the principal dwelling unit, for each electric range with a rating of 12 kW or less located in a smaller dwelling unit within the principle dwelling unit, a further 6kW demand must be added, plus 40% of the amount by which the rating exceeds 12 kW;
- (e) smoke alarms conforming to CAN/ULC-S531 must:
 - (i) have a manually operated silencing device and a backup battery,
 - (ii) be interconnected throughout the principal dwelling unit and any smaller dwelling unit within the principle dwelling unit, and
 - (iii) be connected to a branch circuit that supplies smoke alarms located in the principal dwelling unit, if the smoke alarms are located in a smaller dwelling unit within the principle dwelling unit;
- (f) receptacles having CSA configuration 5-15R or 5-20R installed within 1.5 m of sinks, bathtubs, or shower stalls of any smaller dwelling unit within a principle dwelling unit must be of the Class A ground fault circuit interrupter type; and
- (g) where a portion of an existing one-family or two-family dwelling is altered to include a smaller dwelling unit within the principle dwelling unit, the smaller dwelling unit must have:
 - (i) a minimum of two kitchen counter duplex receptacles supplied by two appliance circuits,
 - (ii) kitchen counter duplex receptacles either individually wired on separate branch circuits or collectively wired on a multi-wire branch circuit,
 - (iii) a minimum of two duplex receptacles located on different walls in each bedroom,

SCHEDULE A

- 1. The following fees, based on the cost of work, including materials and labour, as estimated by the contractor or owner and established to the satisfaction of the City Electrician, shall be payable to the City and shall accompany every application for a permit for electrical work:**

When the estimated cost does not exceed \$250.....	\$62.00
When the estimated cost exceeds \$250 but does not exceed \$500.....	\$84.00
When the estimated cost exceeds \$500 but does not exceed \$700.....	\$109.00
When the estimated cost exceeds \$700 but does not exceed \$1,000.....	\$142.00
When the estimated cost exceeds \$1,000 but does not exceed \$10,000.....	\$142.00
plus for every \$1,000 of the estimated cost, or part thereof, over \$1,000	\$47.00
When the estimated cost exceeds \$10,000 but does not exceed \$50,000.....	\$649.00
plus for every \$1,000 of the estimated costs, or part thereof, over \$10,000	\$25.50
When the estimated cost exceeds \$50,000 but does not exceed \$100,000.....	\$1,830.00
plus for every \$1,000 of the estimated costs, or part thereof, over \$50,000	\$15.50
When the estimated cost exceeds \$100,000 but does not exceed \$500,000.....	\$2,720.00
plus for every \$1,000 of the estimated costs, or part thereof, over \$100,000	\$10.75
When the estimated cost exceeds \$500,000 but does not exceed \$1,000,000.....	\$7,630.00
plus for every \$1,000 of the estimated cost, or part thereof, over \$500,000	\$8.35
When the estimated cost exceeds \$1,000,000.	\$12,560.00
plus for every \$1,000 of the estimated cost, or part thereof, over \$1,000,000	\$3.45

- 2. The temporary power permit shall be valid for one year and the fee shall be:**

(a) for single and two-family dwellings.....	\$336.00
(b) for all other uses where the temporary power is supplied from a power source not exceeding 750 V	\$356.00
(c) for all other uses where the temporary power is supplied from a voltage power exceeding 750 V	\$977.00

3. The City Electrician may issue an annual permit where one person, firm or corporation has more than one site, the fee for an annual permit for any one building or site shall be as follows:

Total service rating up to and including the first 500 kVA.....	\$342.00
For each 10 kVA or part thereof exceeding the first 500 kVA	\$6.80
Subject to a maximum fee of.....	\$4,320.00

4. Fees for an Electrical Permit for the Entertainment and Film industry

(a) For an annual permit for filming in a single location	\$510.00
(b) For an annual permit for filming in multiple locations	\$977.00
(c) For a Temporary permit for filming in single or multiple locations	
for up to 14 days	\$166.00
for 15 to 30 days	\$332.00
for 31 to 60 days	\$498.00
for 61 to 90 days	\$830.00

5. The fee for staff time spent inspecting of electrical work or reviewing resubmitted or amended plans to determine compliance with this By-law, if a permit holder deviates from approved plans, for each hour or part thereof

	166.00
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6. The fee for an inspection of electrical work where errors or omissions were found at a previous inspection shall be

For the first reinspection	\$166.00
For the second reinspection.....	\$250.00
For every subsequent reinspection	\$350.00

7. The fee for inspection and plan review outside normal working hours and at a minimum inspection and review time of four (4) hours, including traveling time, shall be for each hour or part thereof.....

	\$238.00
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8. Fees for an Electrical Permit for installations related to tents or similar structures

(a) Where each installation that is supplied from a portable single-phase generator rated at not more than 5kW	\$84.00
(b) Where each installation that is supplied from a portable generator rated at more than 5 kW or from any other temporary or permanent power source not exceeding 750 V	
for up to 14 days	\$166.00
for 15 to 30 days	\$332.00
for 31 to 60 days	\$498.00
for 61 to 90 days.....	\$830.00
(c) Where each installation is supplied from a High Voltage power source.....	\$997.00

EXPLANATION

**Vehicles for Hire By-law amending By-law
Re: Impoundment Towing Rate and Release Fee**

The attached By-law will implement Council's resolution of May 17, 2016, to amend the By-law regarding private impoundment towing and release rates.

Director of Legal Services
July 26, 2016

BY-LAW NO. _____ ABF

**A By-law to amend Vehicles for Hire By-law No. 6066
regarding Impoundment Towing Rate and Release Fee**

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. Council amends section 26 as follows:
 - (a) in subsection (12), Council strikes out "\$74.90" and "\$80.55" and substitutes "\$91.42" and "\$98.31" respectively; and
 - (b) in subsection (13), Council strikes out "\$37.75" and "\$40.60" and substitutes "\$45.71" and "\$49.16".
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 _____, 2016

Mayor

City Clerk

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 1847 Pendrell Street**

On or about February 16, 2016, the Director of Planning approved Development Application Number DE419781 to change the use of the existing hotel to a Multiple Conversion Dwelling, containing 24 dwelling units, subject to a number of conditions, including a condition that the owner of these lands first enter into a Housing Agreement for 60 years or the life of the building, whichever is greater, securing all 24 dwelling units proposed in this application as rental housing, and otherwise restricting the use of those units as more particularly described in the City's prior-to DE letter of February 16, 2016 to Peeroj Thakre of PH5 Architecture Inc.

A Housing Agreement has been accepted and signed by the owner applicant and its mortgagee(s). 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
July 26, 2016

SCHEDULE A

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

PAGE 1 OF 14 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)
 Farris, Vaughan, Wills & Murphy LLP
 25th Floor, 700 West Georgia St.
 Vancouver BC V7Y 1B3
 Attn: Jamie Matthews
 #LS-16-00641-001 (Housing Agreement)

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
 [PID] [LEGAL DESCRIPTION]
 015-735-940 LOT 37 BLOCK 70 DISTRICT LOT 185 PLAN 92

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):
 1028062 B.C. LTD., INC. NO. BC1028062
 BANK OF MONTREAL (AS TO PRIORITY)

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)

 James R. Matthews
 Barrister & Solicitor
 2500-700 West Georgia St.
 Vancouver, BC V7Y 1B3
 604-684-9151

Execution Date		
Y	M	D
16	7	14

Transferor(s) Signature(s)
 1028062 B.C. LTD. by its authorized signatory(ies):

 Print Name: Bradley Telfer

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

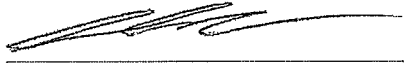
Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y	M	D
16		
16	07	15


CITY OF VANCOUVER by its
authorized signatory:



SHERMAN LOUIE
A Commissioner for Taking
Affidavits for British Columbia
2200 - 4720 Kingway
Burnaby, BC V5H 4N2

BY/ins March 31, 2019
(as to both signatories)

BANK OF MONTREAL by its
authorized signatory(ies):


Print Name: ESPER CALINGO
COMMUNITY FUNDER


Print Name: DON MORALES
COMMUNITY FUNDER

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		Entire Instrument
Priority Agreement		granting above Covenant priority over Mortgage CA4316437 and Assignment of Rents CA4316438
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

TERMS OF INSTRUMENT - PART 2

RENTAL HOUSING COVENANT
1847 PENDRELL STREET

WHEREAS:

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

- (i) the Transferor, 1028062 B.C. Ltd., as more particularly defined in Section 1.1, is called the "Owner"; 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. Pursuant to the Development Permit Application, the Owner applied to change the use of the existing hotel on the Lands to a "Multiple Conversion Dwelling" containing 24 housing units subject to, among other things, fulfilment of the condition that prior to issuance of the Development Permit, the Owner, execute a housing agreement to secure all 24 housing units as rental units for the life of the building or 60 years, whichever is longer, and to include registered covenants in respect of all such units prohibiting stratification, separate sales and rental for a term of less than one month at a time, and subject to such other terms and conditions as are satisfactory to the Director of Legal Services and the Managing Director of Social Development, which housing agreement will be entered into by the City by by-law enacted 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 said 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 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 rental housing covenant, including the foregoing Recitals;
- (b) "Building" means the buildings and structures on the Lands as of the

Commencement Date, and as thereafter redeveloped or built 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 or redevelopment 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 the City's elected officials, officers, employees, contractors, subcontractors, agents, licensees, invitees and permittees;
- (f) "Commencement Date" means the date as of which this Agreement has been executed by all parties to it;
- (g) "Development Permit" means any development permit issued by the City pursuant to the Development Permit Application;
- (h) "Development Permit Application" means development permit application number DE419781;
- (i) "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;
- (j) "Housing Unit" means a self-contained residential unit, comprised of two or more rooms, including toilet and bathing and cooking facilities;
- (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 in accordance with the Development Permit;

- (p) "Owner" means the Transferor, 1028062 B.C. Ltd., 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 (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;
- (r) "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 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 Units" has the meaning ascribed to that term in Section 2.1(b), and "Rental Housing Unit" means any one of such Units;
- (t) "Replacement Rental Housing Unit" has the meaning ascribed to that term in Section 2.1(h), and "Replacement Rental Housing Units" means more than one or all of such Units, as the context requires;
- (u) "*Residential Tenancy Act*" means the Residential Tenancy Act, S.B.C. 2002, c. 78;
- (v) "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
- (w) "*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 or by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute, by-law and regulations that may be passed which have the effect of supplementing or superseding such statute, by-law 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 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) throughout the Term, the Building will contain only Housing Units and related facilities and amenities as contemplated by the Development Permit, which Housing Units will be used only for the purpose of providing Rental Housing (collectively, the "Rental Housing Units", and each a "Rental Housing Unit");
- (c) after completion of the conversion of the Building for Rental Housing purposes as contemplated by the Development Permit, 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;
- (d) 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 (or Replacement Rental Housing Unit, as applicable) to be sold or otherwise transferred unless title to every Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) 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 7.9;
- (e) 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;
- (f) 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(d), and any subdivision in contravention of Section 2.1(e), 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;
- (g) throughout the Term, it will insure 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
- (h) after completion of the conversion of the Building for Rental Housing purposes as contemplated by the Development Permit and thereafter 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 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 (each such replacement Rental Housing Unit hereinafter referred to as a "Replacement Rental Housing Unit") whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred.

**ARTICLE 3
RECORD KEEPING**

- 3.1 The Owner will, throughout the Term, keep accurate records pertaining to the use, rental rates charged and occupancy of//for the Rental Housing Units (or Replacement Rental Housing Units, as applicable), 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. 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(h), in form and substance satisfactory to the City.

**ARTICLE 4
ENFORCEMENT**

- 4.1 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 5
RELEASE AND INDEMNITY**

- 5.1 Release and Indemnity. Subject to Section 5.2, 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 5 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

5.2 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 5.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 5.2(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 5.2(b); and

- (c) Regardless of whether the claim is being defended under Section 5.2(a) or Section 5.2(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.
- 5.3 Survival of Release and Indemnities. The release and indemnities in this Article 5 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 6 NOTICES

- 6.1 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:
- 1028062 B.C. Ltd.
2500 - 700 West Georgia Street
Vancouver, British Columbia V7Y 1B3
- 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 7 MISCELLANEOUS

- 7.1 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(f).
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 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 charge against title to the Lands.
- 7.7 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.
- 7.8 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.
- 7.9 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 (subject to Sections 2.1(d) and 2.1(e)), 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.
- 7.10 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 Agreement:

- (a) "Existing Charges" means the Mortgage registered under number CA4316437 and Assignment of Rents registered under number CA4316438;
- (b) "Existing Chargeholder" means Bank of Montreal;
- (c) "New Charges" means the registrable charges and encumbrances created by and 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 Charges to the City; and
- (ii) agrees with the City that the New Charges charge the Lands in priority to the Existing Charges in the same manner and to the same effect as if the Owner had granted the New Charges, and they had been registered against title to the Lands, prior to the grant or registration of the Existing Charges or the advance of any money under the Existing Charges.

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

END OF DOCUMENT

EXPLANATION**A By-law to amend Coal Harbour
Official Development Plan By-law No. 6754**

Following the public hearing on February 23, 2016, and decision and discussion at a March 8, 2016 Regular Council meeting, Council resolved to amend the Coal Harbour Official Development Plan By-law No. 6754 regarding rezoning of the site at 1575-1577 West Georgia Street and 620 Cardero Street. The enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 26, 2016

1575-1577 West Georgia Street
and 620 Cardero Street
regarding removal of 620 Cardero Street
from the area governed by the Coal Harbour
Official Development Plan

ABF

BY-LAW NO. _____

A By-law to amend Coal Harbour
Official Development Plan By-law No. 6754

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

1. This By-law strikes out all the figures in the Coal Harbour Official Development Plan By-law No. 6754 and substitutes with the following figures with corresponding titles.

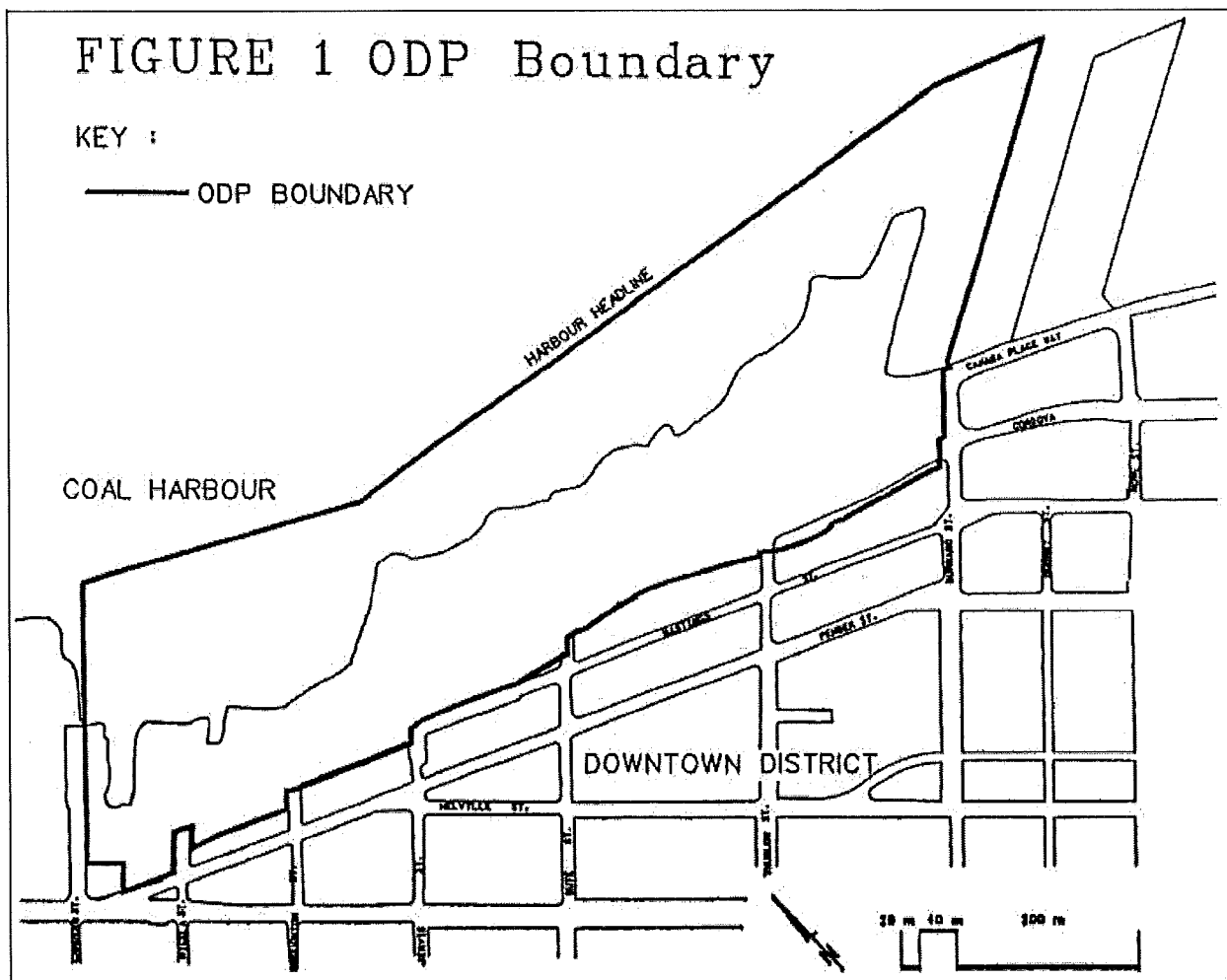


FIGURE 2 Shoreline Cut & Fill

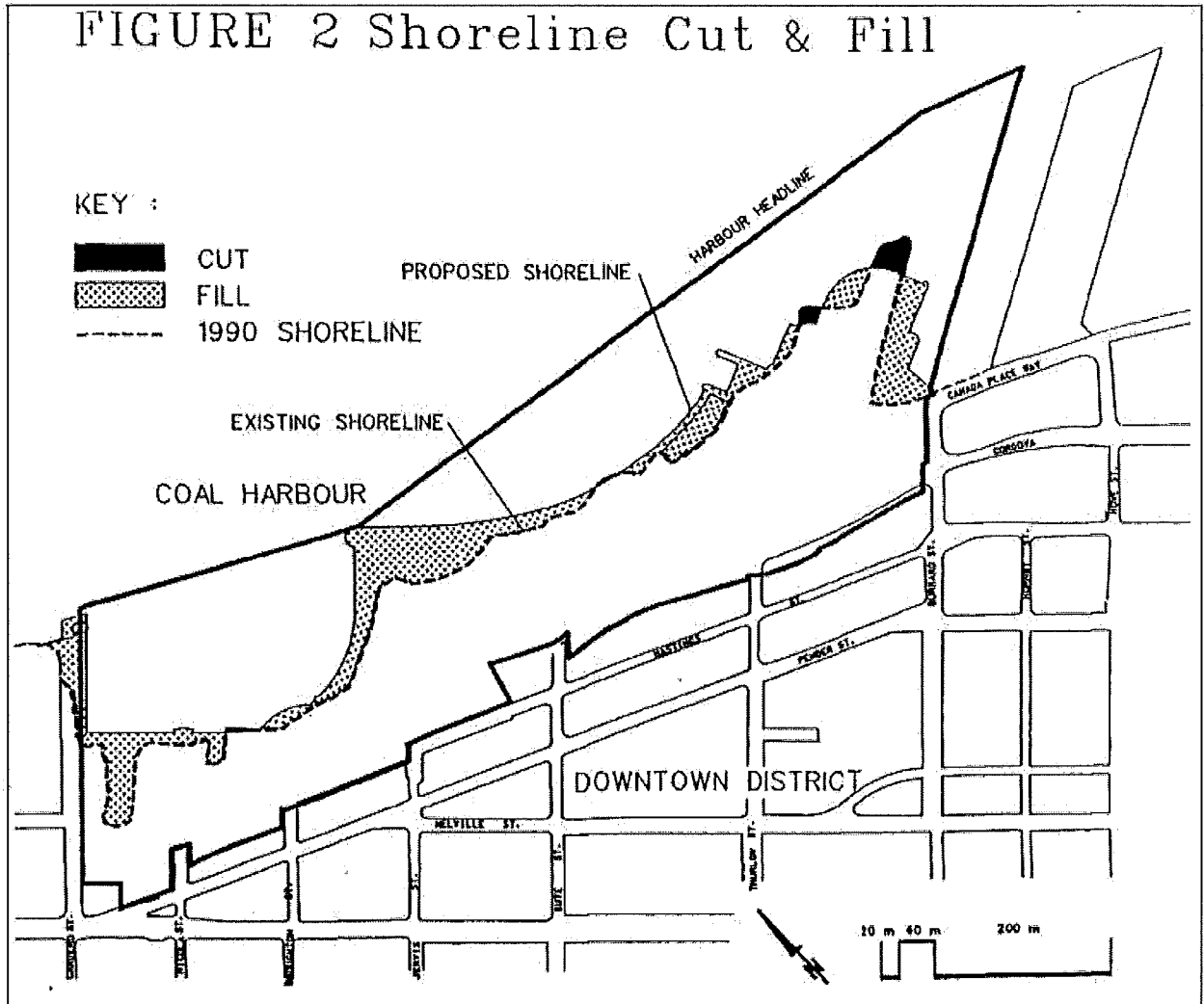


FIGURE 3 Land Use

KEY :

-  RESIDENTIAL
-  LIVE / WORK & OFFICE / RETAIL / SERVICE
-  HOTEL / RETAIL / SERVICE
-  OFFICE / RETAIL / SERVICE
-  RETAIL / SERVICE
-  PUBLIC OPEN SPACE / ARTS COMPLEX
-  NEIGHBOURHOOD PARK

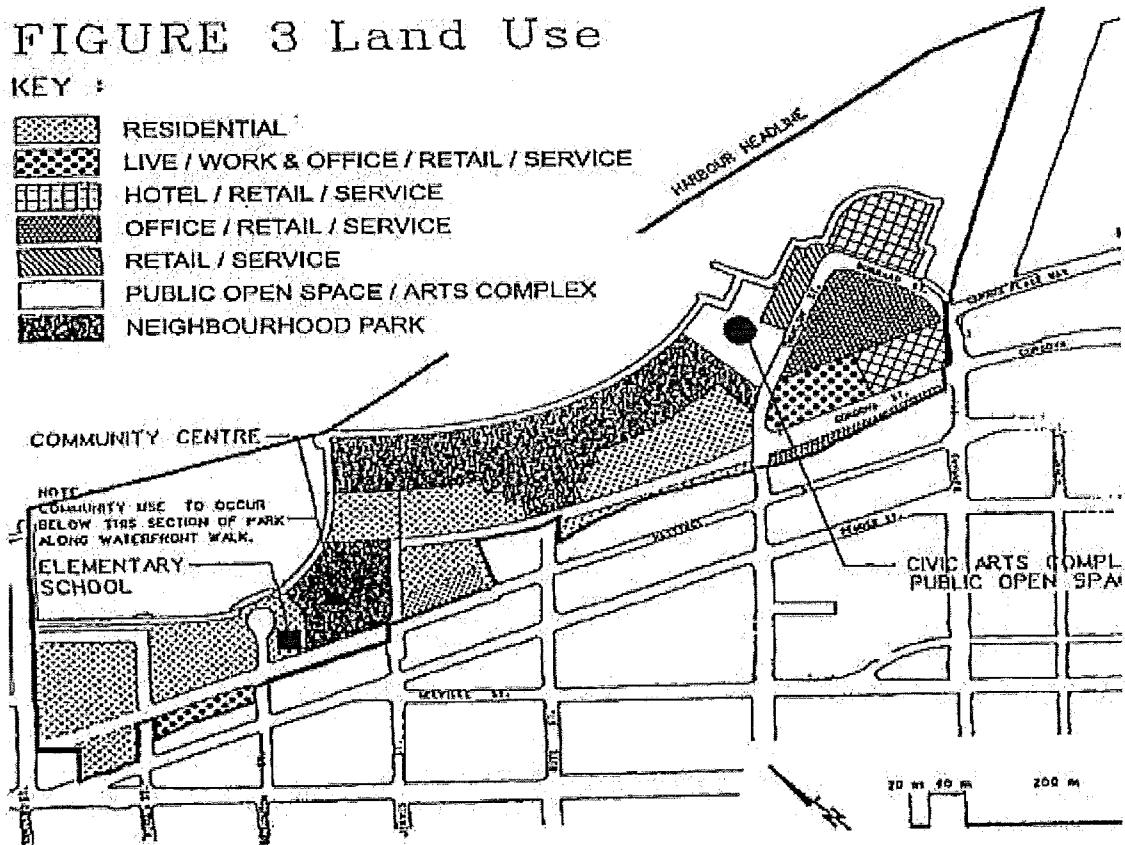


FIGURE 4B Residential Densities

SUB-AREA 2 (Jervis to Thurlow)

Base Floor Area	124,800 m ²
Rental Floor Area	0 m ²
Total Floor Area	124,800 m ²

SUB-AREA 1 (Cardero to Jervis)

Base Floor Area	98,139 m ²
Rental Floor Area	13,905 m ²
Total Floor Area	112,044 m ²

NOTE 1
FLOOR SPACE RATIOS
CALCULATED PRIOR TO
DEDICATION OF ADDITIONAL
PARK FOR RENTAL
HOUSING AND SCHOOL SITE.

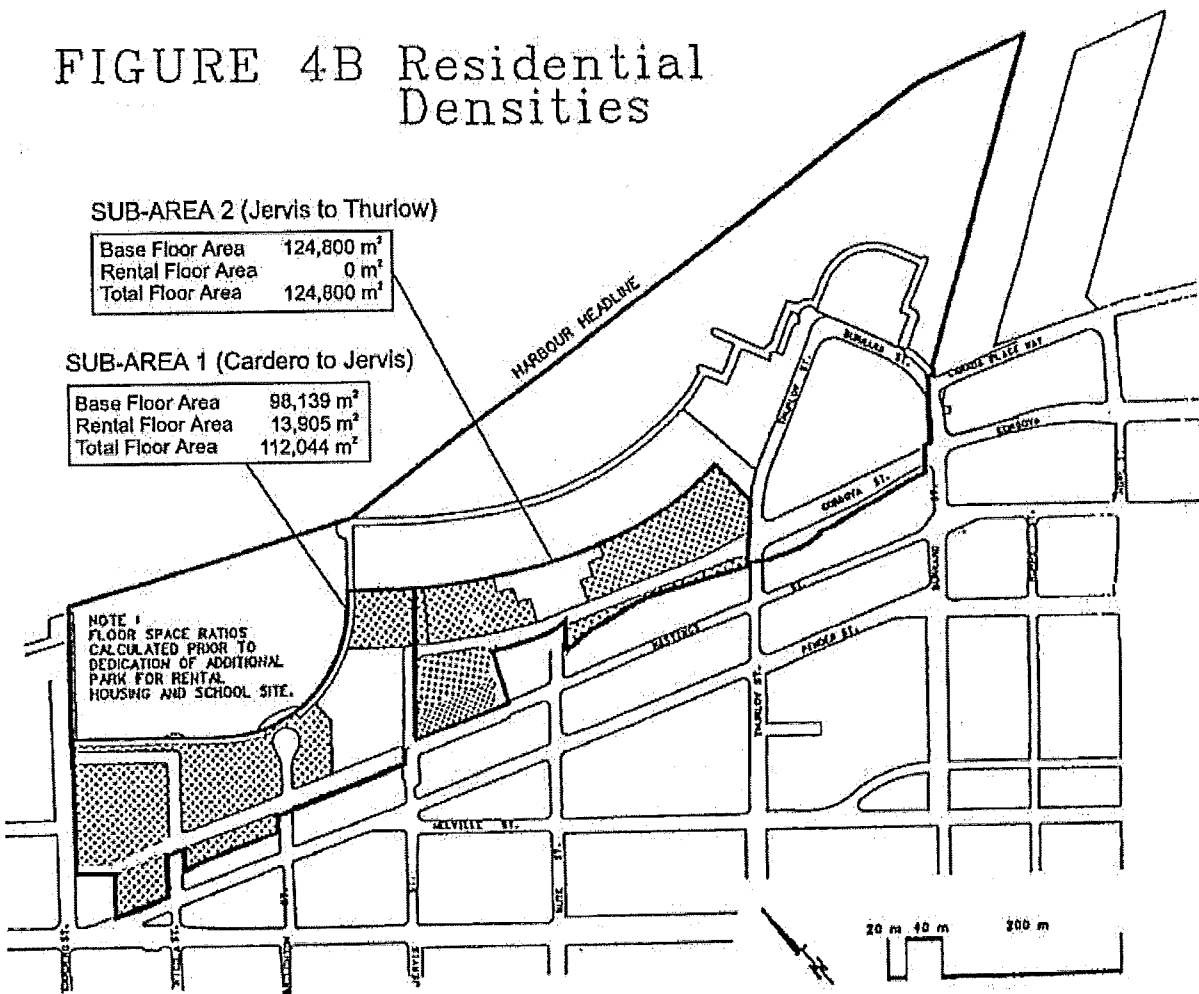




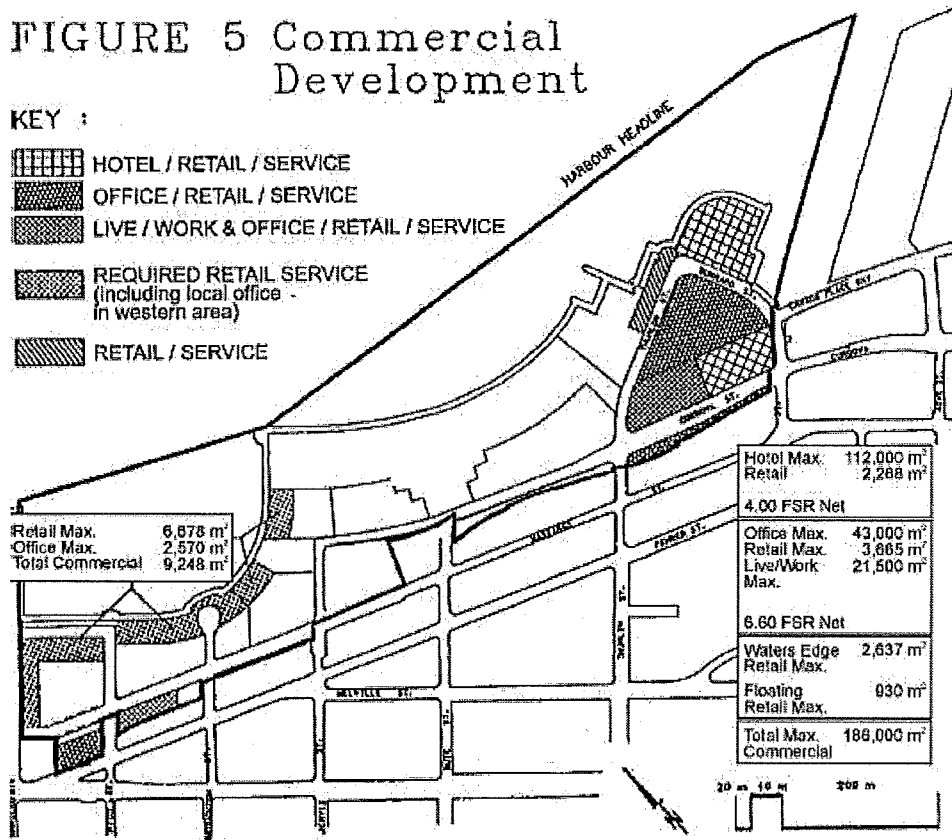


FIGURE 5 Commercial Development

KEY :

-  HOTEL / RETAIL / SERVICE
-  OFFICE / RETAIL / SERVICE
-  LIVE / WORK & OFFICE / RETAIL / SERVICE
-  REQUIRED RETAIL SERVICE (including local office - in western area)
-  RETAIL / SERVICE




Retail Max. 6,878 m²
 Office Max. 2,570 m²
 Total Commercial 9,248 m²

Hotel Max.	112,000 m ²
Retail	2,288 m ²
4.00 FSR Net	
Office Max.	43,000 m ²
Retail Max.	3,885 m ²
Live/Work Max.	21,500 m ²
6.60 FSR Net	
Waters Edge	2,637 m ²
Retail Max.	
Floating	830 m ²
Retail Max.	
Total Max.	188,000 m ²
Commercial	

* Note: An additional 4,854 m² of floorspace may be used for Live/Work and Office/Retail/Service and other permitted non-residential uses on sites on the south side of the 1400 block of Hastings Street

FIGURE 6 Marinas & Water Uses

KEY :

 SHARED PUBLIC PARKING

INNER HARBOUR
 - CHARTER BOATS
 - FLOAT PLANE TERMINAL

POTENTIAL FERRY /
 WATER TAXI DOCK

POTENTIAL FERRY /
 WATER TAXI DOCK

CENTRAL WATER AREA
 - OPEN WATER VIEWING AREAS
 - LIMITED TRANSIENT MOORAGE
 - FLOATING WALKWAY

SMALL BOAT HARBOUR
 - RECREATIONAL BOAT BERTHING
 - MARINE SERVICES
 - LIVEABOARDS
 - FLOATING HOMES

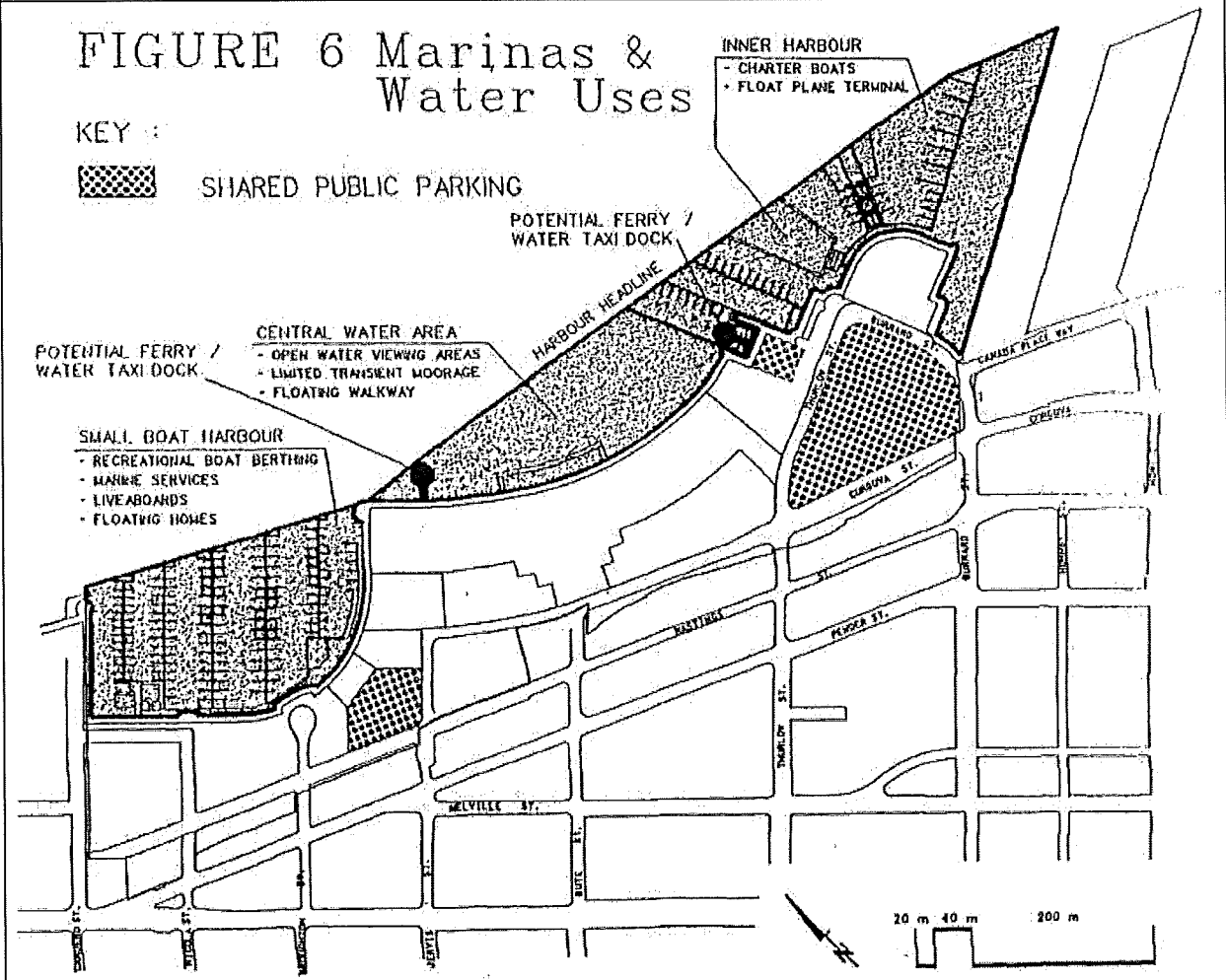


FIGURE 7 Parks

KEY :

 NEIGHBOURHOOD PARKS

TOTAL PARK PROVIDED =
4.19 HA (10.35 ACRES)

HARBOUR GREEN
3.25 HA
(8.03 ACRES)

SCHOOL/PARK
0.94 HA
(2.32 ACRES)

NOTE:
RETAIL OR COMMUNITY
USE TO OCCUR BELOW
THIS SECTION OF PARK
ALONG WATERFRONT WALK.

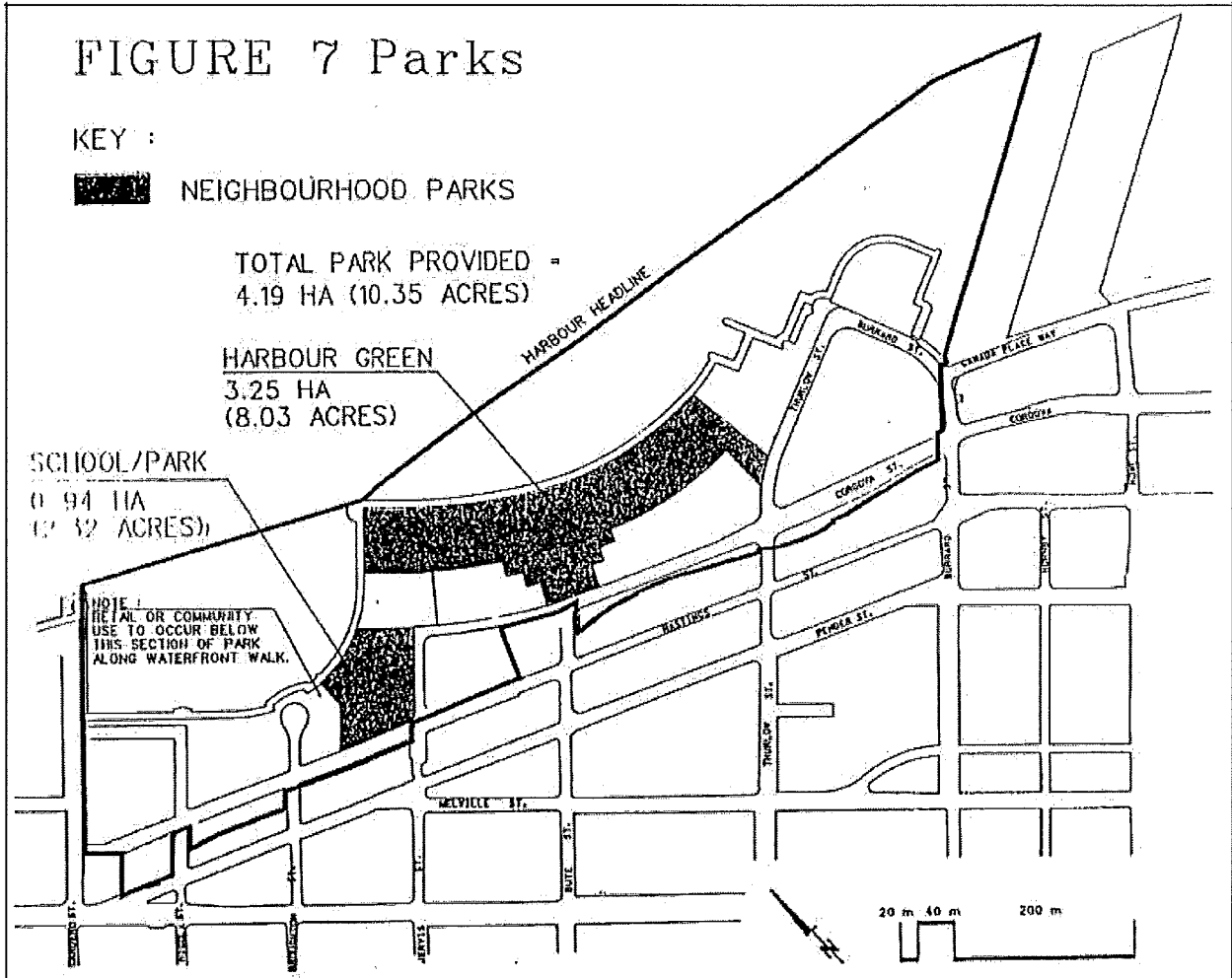




FIGURE 9B Bicycle Routes

KEY :

-  COMMUTER ROUTE
-  RECREATION ROUTE

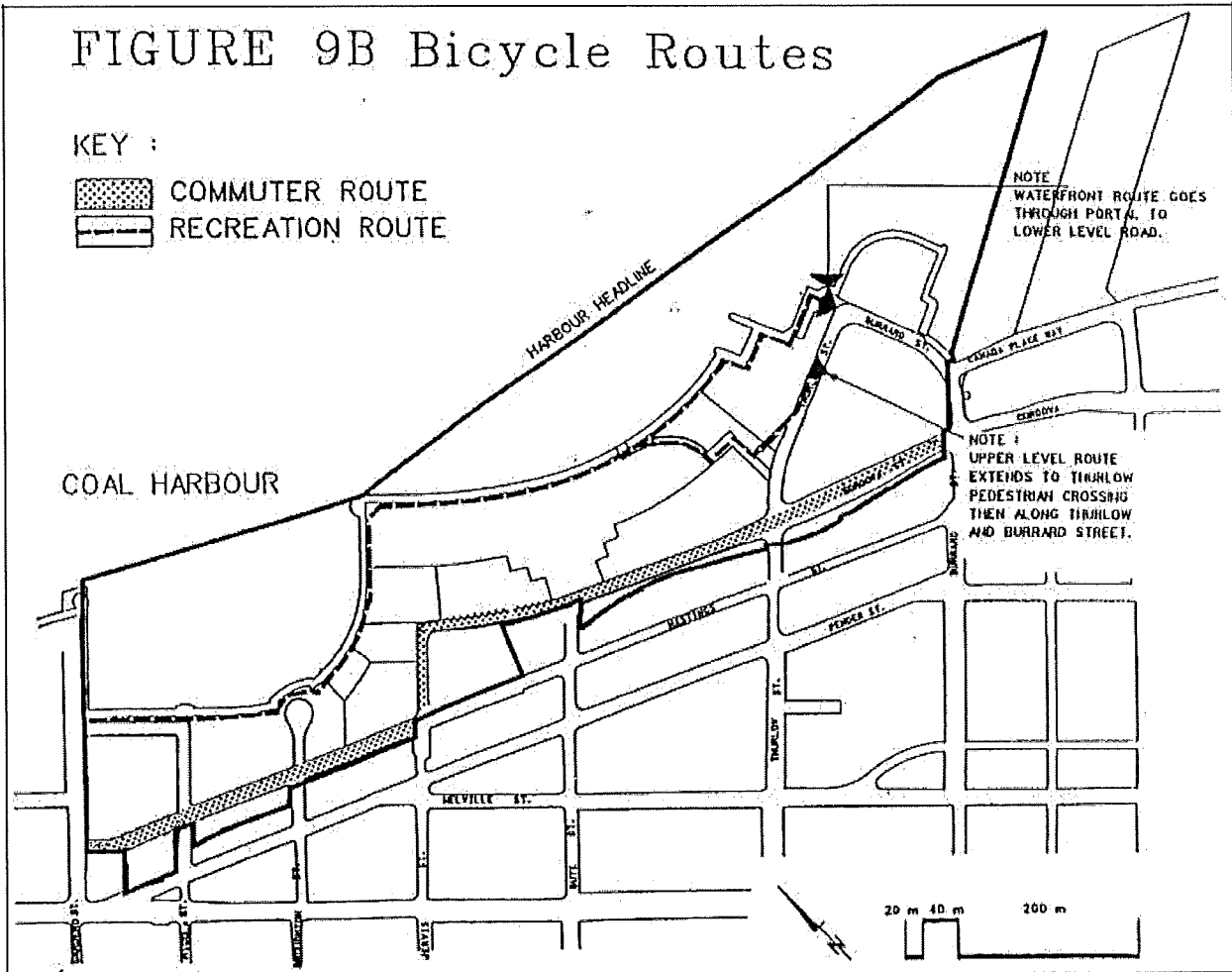


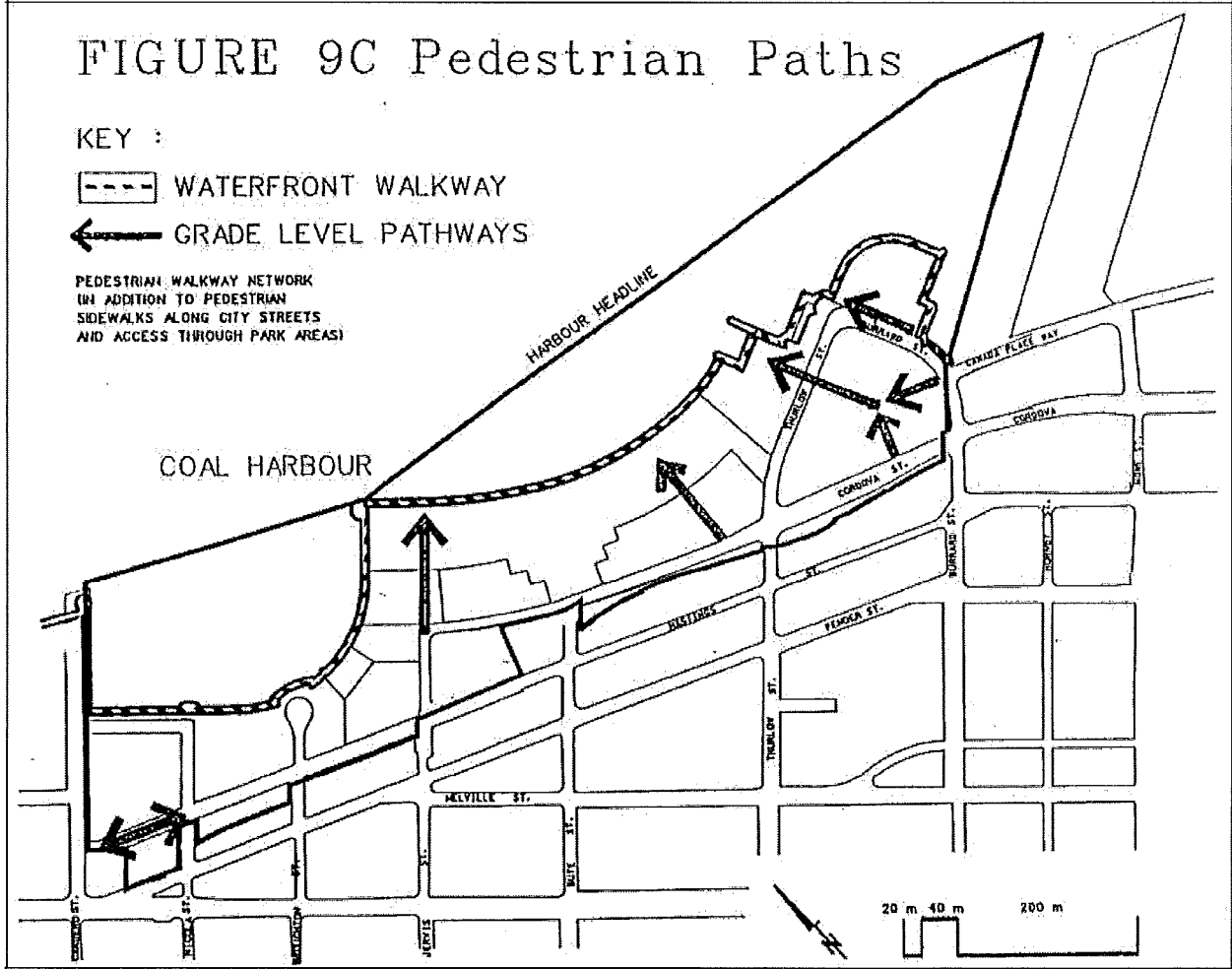


FIGURE 9C Pedestrian Paths

KEY :

-  WATERFRONT WALKWAY
-  GRADE LEVEL PATHWAYS

PEDESTRIAN WALKWAY NETWORK
(IN ADDITION TO PEDESTRIAN
SIDEWALKS ALONG CITY STREETS
AND ACCESS THROUGH PARK AREAS)



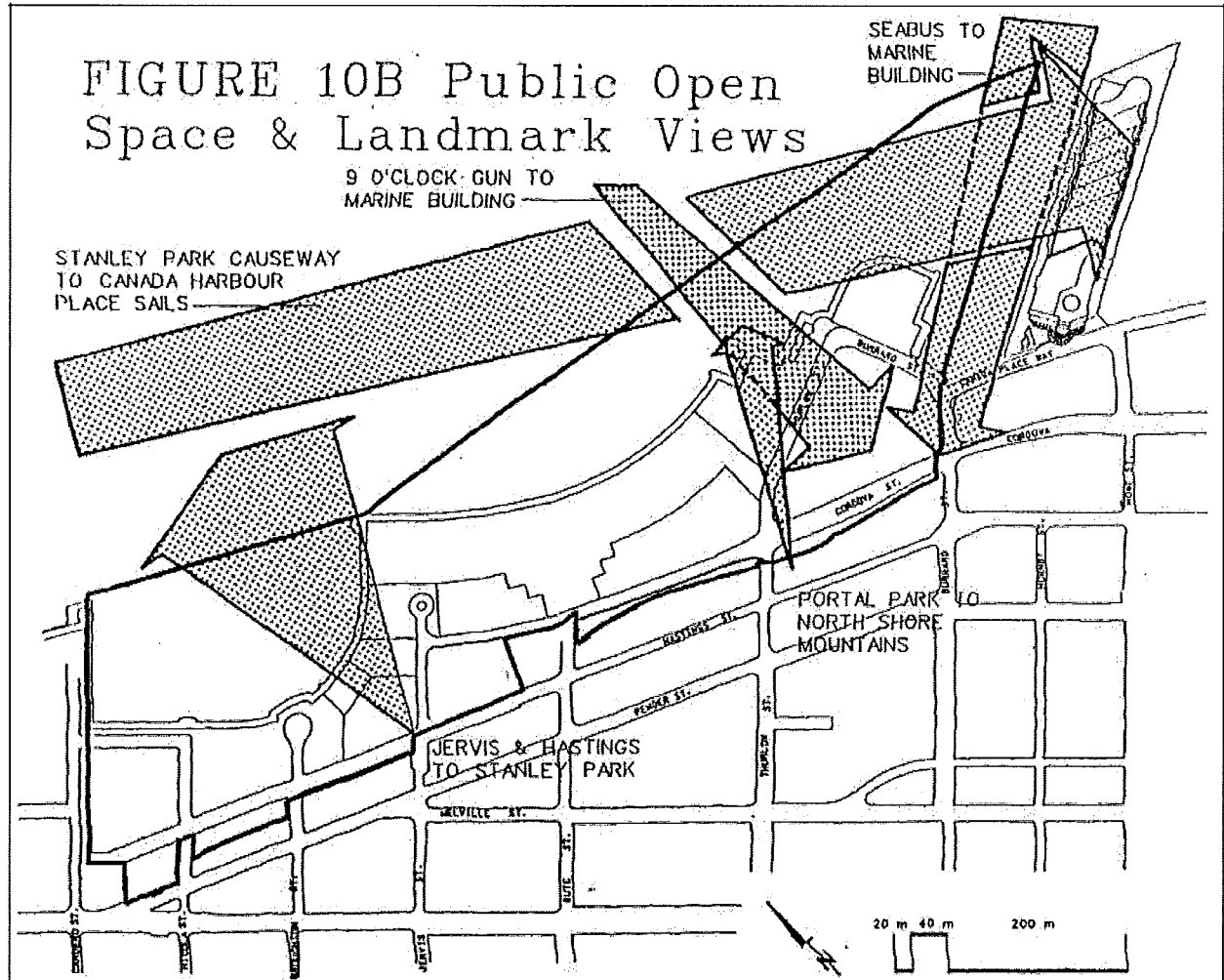
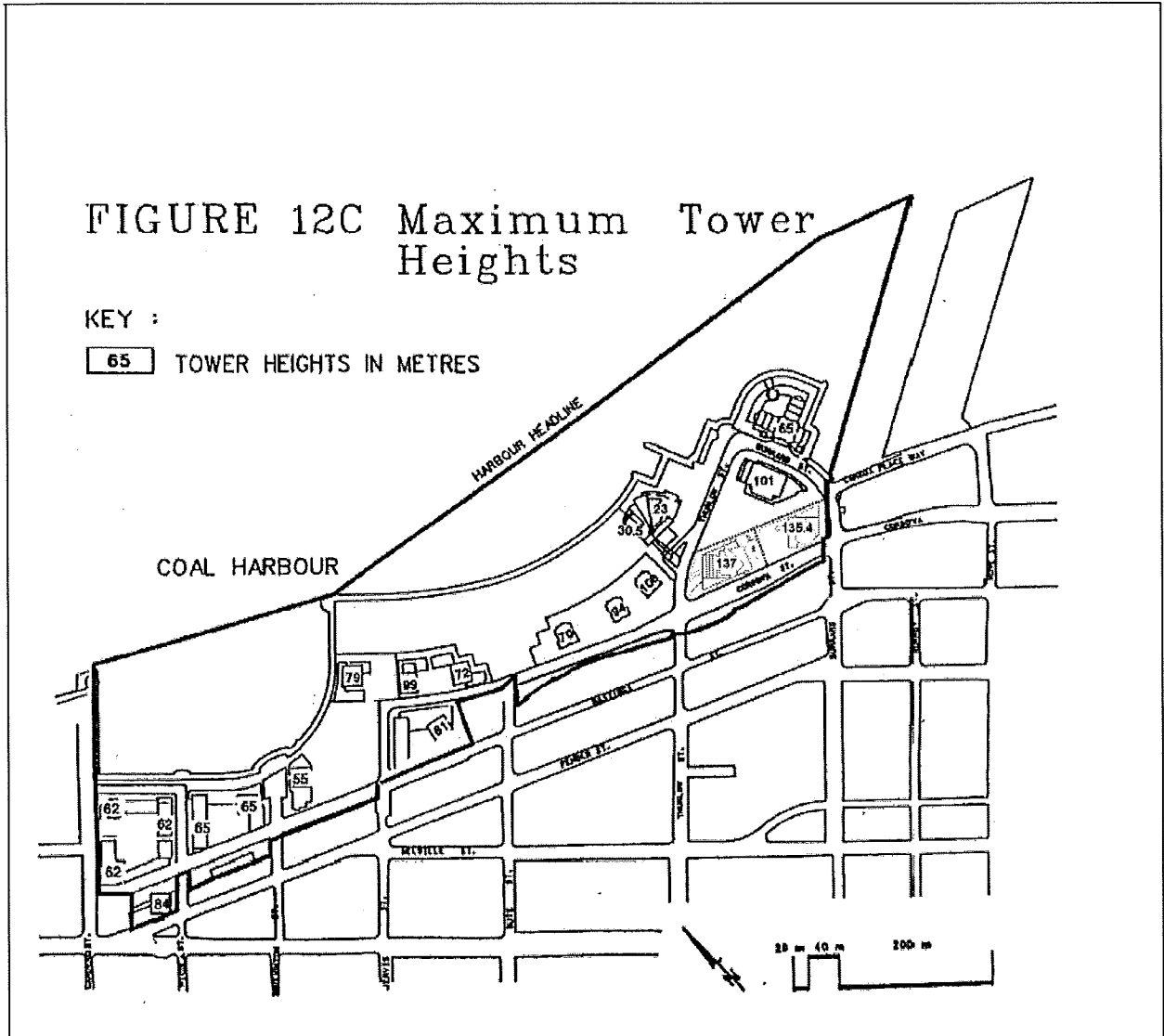


FIGURE 12C Maximum Tower Heights

KEY :

65 TOWER HEIGHTS IN METRES



EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 1575-1577 West Georgia Street
and 620 Cardero Street**

Following Public Hearing on February 23, 2016 and decision and discussion at a March 8, 2016 Regular Council meeting, Council gave conditional approval to the rezoning of the site at 1575-1577 West Georgia Street and 620 Cardero 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 26, 2016

1575-1577 West Georgia Street
and 620 Cardero Street

ABF

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-699 (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 (633).

2.2 Subject to approval by Council of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in the By-law or in a development permit, the only uses permitted 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 - Class A, Arts and Culture Indoor Event, Community Centre or Neighbourhood House and Fitness Centre;
- (b) Dwelling Uses, limited to 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, General Office, Health Care Office and Health Enhancement Centre;
- (e) Retail Uses, limited to Furniture or Appliance Store, Grocery or Drug Store, Liquor Store, Neighbourhood Grocery Store, Public Bike Share, and Retail 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 Studio, Print Shop, Repair Shop - Class B,

Restaurant - Class 1, School - Arts or Self-Improvement, School - Vocational or Trade; and

- (g) Accessory Use customarily ancillary to any use permitted by this section.

Conditions of use

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

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

Floor area and density

4.1 Computation of floor space ratio must assume that the site consists of 1,698.6 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 combined must not exceed 10.59.

4.3 The floor space ratio for Dwelling Uses must not exceed 7.86, except that the use of 213.7 m² of floor area located above grade must be limited to mechanical space.

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

4.5 Computation of floor area must exclude:

- (a) open residential balconies or sundecks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:
 - (i) the total area of all such exclusions must not exceed 12 % of the residential 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, which are at or below the

base surface, except that the maximum exclusion for a parking space must not exceed 7.3 m in length; and

- (d) 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.

4.6 Computation of floor area may exclude, at the discretion of the Director of Planning or Development Permit Board, amenity areas except that the exclusion must not exceed the lesser of 20% of the permitted floor area or 929 m².

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

Building height

5.1 The building height, measured from base surface, must not exceed 82.6 m, except that the building must not protrude into the approved view corridors, as set out in the City of Vancouver View Protection Guidelines.

5.2 Despite the provisions of section 5.1 and of section 10.11 of the Zoning and Development By-law, the Director of Planning may permit a greater height than otherwise permitted for mechanical appurtenances such as elevator machine rooms, mechanical screens, or for access and infrastructure required to maintain green roofs, urban agriculture, or roof-mounted energy technologies including solar panels and wind turbines, if the Director of Planning first considers:

- (a) their siting and sizing in relation to views, overlook, shadowing, and noise impacts; and
- (b) all applicable policies and guidelines adopted by Council;

and the Director of Planning must not permit any structure above a maximum height of 85.3 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 applicable policies and guidelines adopted by Council; and
- (b) the minimum distance of the 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 (633).

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.

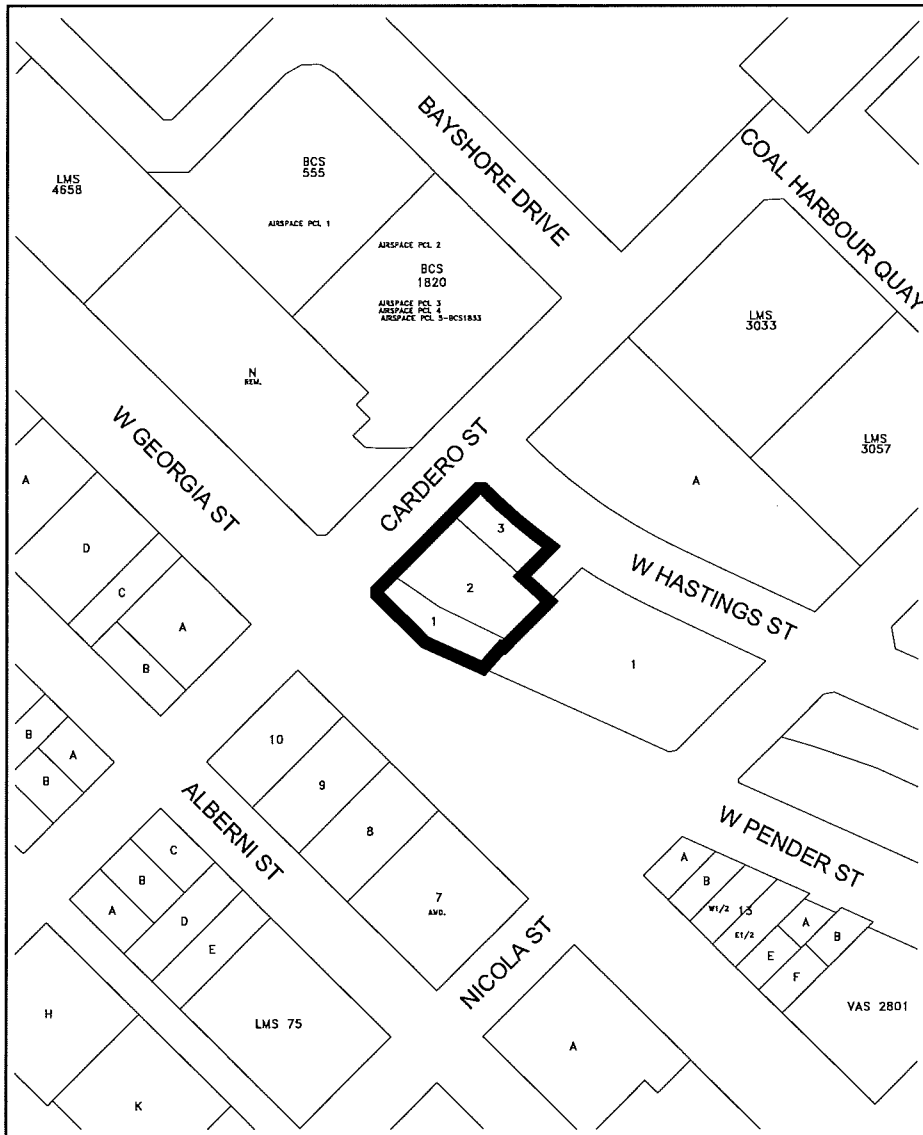
Acoustics


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 **CD-1** to **CD-1**

Z-699 (a)

RZ- 1575-1577 West Georgia Street & 620 Cardero Street

map: 1 of 1

scale: NTS



City of Vancouver

date: 2015-10-13

EXPLANATION**A By-law to amend CD-1 (312) and CD-1 (336)
Re: 1575-1577 West Georgia Street
and 620 Cardero Street**

Following Public Hearing on February 23, 2016 and decision and discussion at a March 8, 2016 Regular Council meeting, Council resolved to amend CD-1 (312) and CD-1 (336) 1575-1577 West Georgia Street and 620 Cardero Street. The Director of Planning has advised that there are no prior to conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 26, 2016

Zoning & Development By-law amending by-law
Regarding CD-1 (312) and CD-1 (336)
1575-1577 West Georgia Street
and 620 Cardero Street

ABF

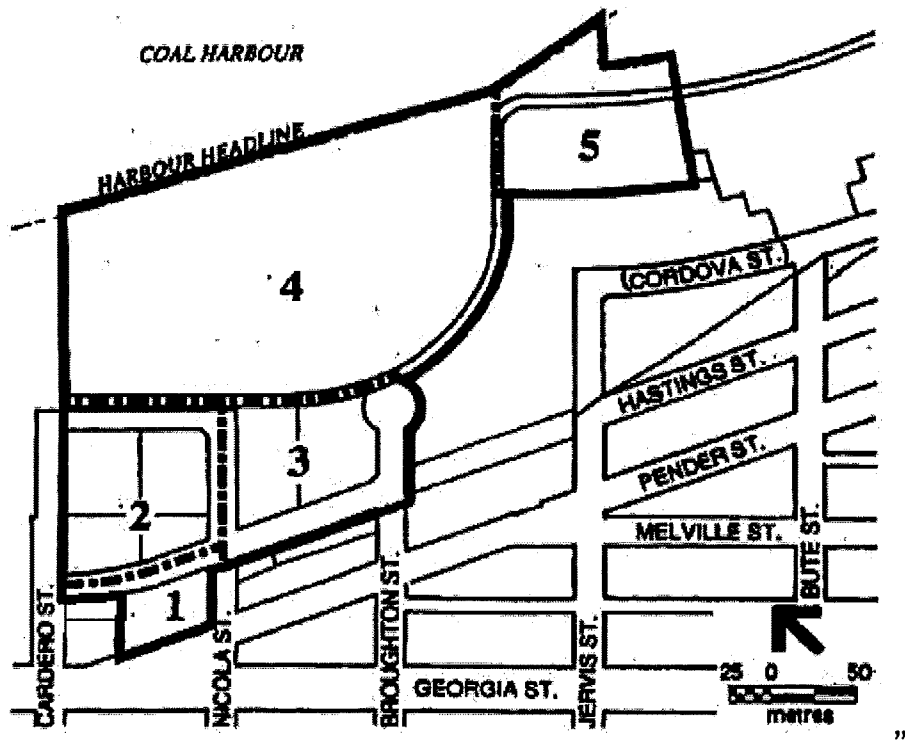
BY-LAW NO. _____

**A By-law to amend the Zoning & Development By-law regarding
CD-1 (312) and CD-1 (336)**

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

1. This By-law amends the indicated provisions of Zoning & Development By-law 3575.
2. Council repeals the regulations that govern the CD-1 (336) zoning district and deletes the CD-1 (336) zoning district.
3. Council 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-699 (b) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D, to By-law No. 3575.
4. In the regulations that govern the CD-1 (312) zoning district, Council:
 - (a) strikes out Diagram 1 and substitutes the following:

“



; and

(b) strikes out map 1 and map 2 of Schedule A and substitutes the plan marginally numbered Z-699 (b) attached as Schedule A to this By-law.

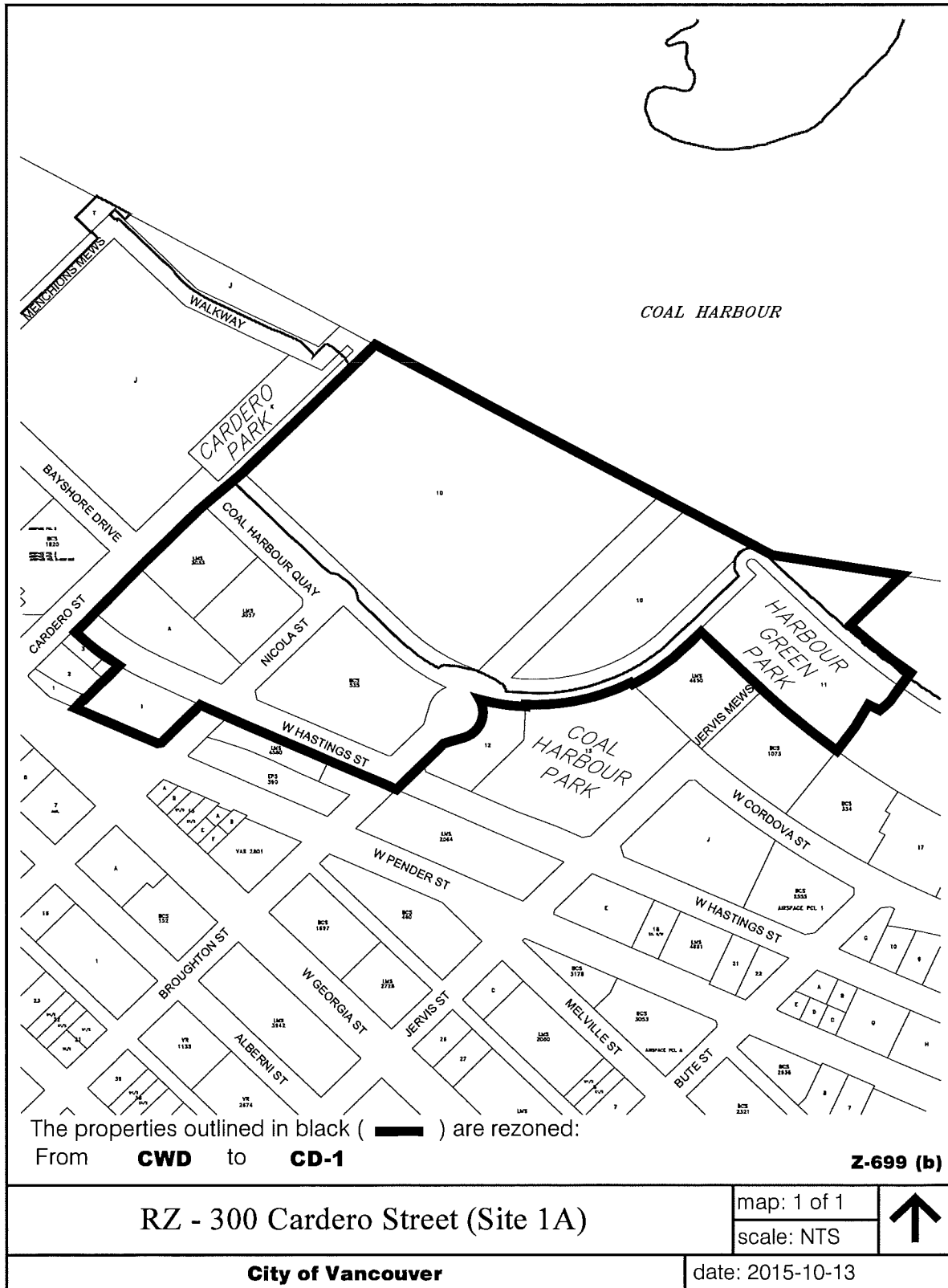
5. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.

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

ENACTED by Council this _____ day of _____, 2016

Mayor

City Clerk



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

Z-699 (b)

RZ - 300 Cardero Street (Site 1A)

map: 1 of 1

scale: NTS



City of Vancouver

date: 2015-10-13

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 3090 East 54th Avenue**

Following Public Hearing on July 13, 2015, Council gave conditional approval to the rezoning of the site at 3090 East 54th 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 26, 2016

3090 East 54th Avenue

ABF

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-692 (b) 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 (634).

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

- (a) Institutional Uses, limited to Public Authority Use as a Fire Hall;
- (b) Dwelling Uses; and
- (c) Accessory Uses customarily ancillary to the uses listed in this section.

Floor area and density

3.1 Computation of floor space ratio must assume that the site consists of 1,450 m², being the site size at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

3.2 The floor space ratio for all uses must not exceed 2.74.

3.3 Computation of floor area must exclude:

- (a) open residential balconies or sundecks and any other appurtenances that, 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, that 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 residential uses, to a maximum total area 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.

3.4 The use of floor area excluded under section 3.3 must not include any use other than that which justified the exclusion.

Building height

4. Building height, measured from base surface, must not exceed 24.1 m.

Horizontal angle of daylight

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

5.2 The location of each 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.

5.3 Measurement of the plane or planes referred to in section 5.2 must be horizontally from the centre of the bottom of each window.

5.4 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 3.3 m;

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

5.5 An obstruction referred to in section 5.2 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 (634).

5.6 A habitable room referred to in section 5.1 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

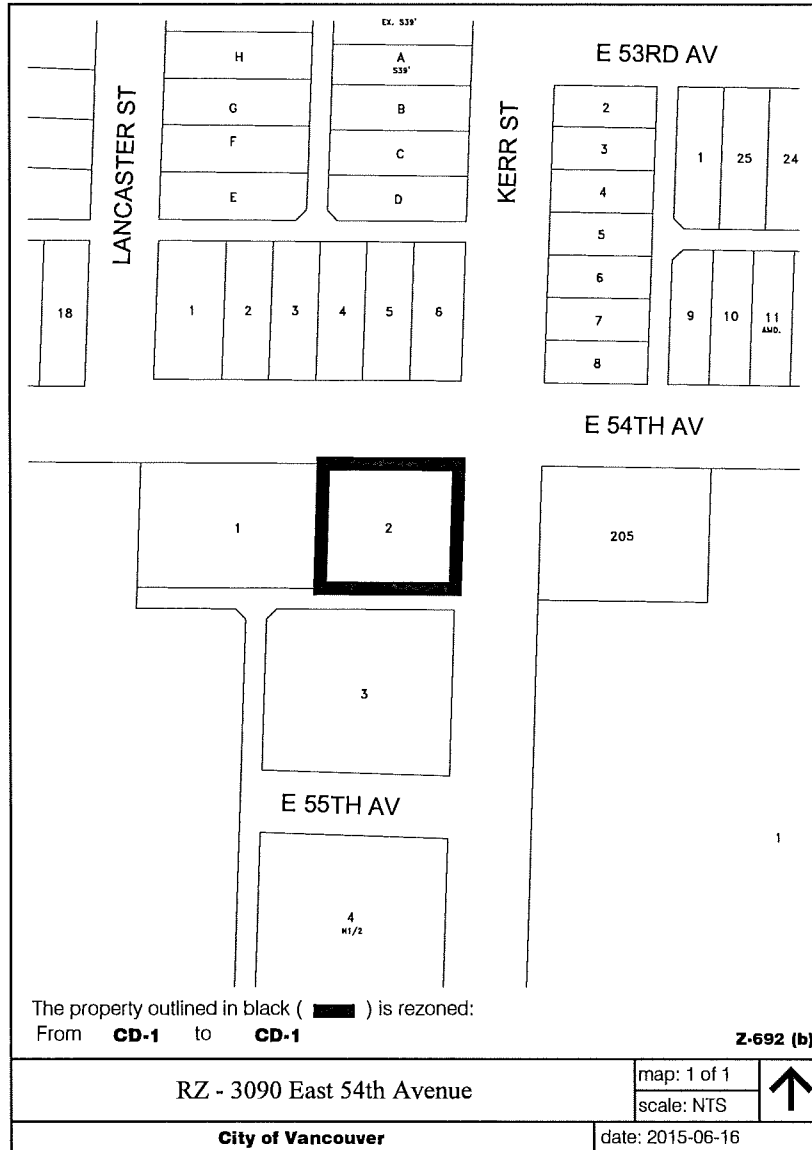
6. A development permit application for dwelling uses shall require evidence in the form of a report and recommendations prepared by persons trained in acoustics and current techniques of noise measurement, demonstrating that the noise levels in those portions of the dwelling units listed below shall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

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

Severability

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

Schedule A



The property outlined in black ([lot 2]) is rezoned:
 From **CD-1** to **CD-1**

Z-692 (b)

RZ - 3090 East 54th Avenue

map: 1 of 1
 scale: NTS



City of Vancouver

date: 2015-06-16

EXPLANATION**A By-law to amend CD-1 By-law No. 4013 regarding Schedule D
Re: Southwest corner of East 54th Avenue and Kerr Street**

Following Public Hearing on July 13, 2015, Council resolved to amend CD-1 (19) Southwest corner of East 54th Avenue and Kerr Street. The Director of Planning has advised that all conditions prior to enactment have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 26, 2016

CD-1(19) Amending By-law
Re: Southwest corner of
East 54th Avenue and Kerr Street

ABF

BY-LAW NO. _____

A By-law to amend CD-1 By-law No. 4013 regarding Schedule D

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

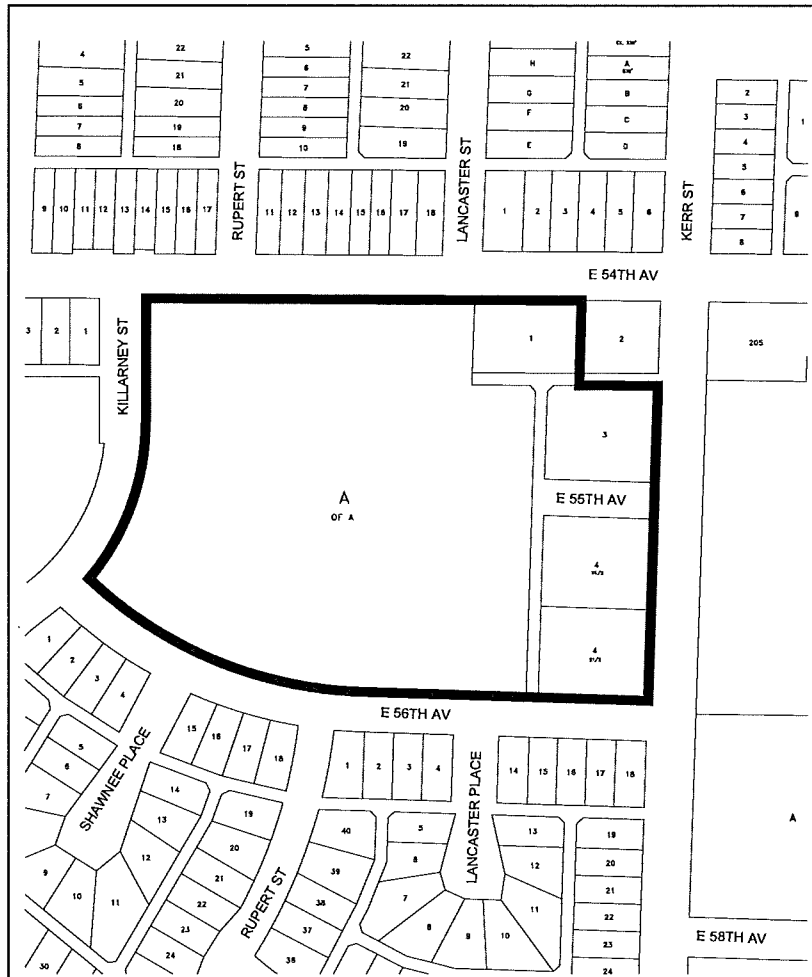
1. This By-law amends the indicated provisions of By-law No. 4013.
2. In section 1, Council strikes out “Z-72-D” and substitutes “Z-692 (c)”.
3. Council strikes out Schedule D and substitutes the Plan attached hereto as Schedule D.
4. A decision by a court that any part of this By-law is illegal, void, 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 _____, 2016

Mayor

City Clerk

Schedule A



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

Z-692 (c)

RZ- 2900-3080 East 54th Avenue,
 7007-7101 Kerr Street, 7106-7176 Killarney Street

map: 1 of 1
 scale: NTS



City of Vancouver

date: 2015-06-16

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 468 West 33rd Avenue
4956 and 4958 Cambie Street**

Following Public Hearing on May 26, 2015, Council gave conditional approval to the rezoning of the site at 468 West 33rd Avenue, 4956 and 4958 Cambie 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 26, 2016

468 West 33rd Avenue
4956 and 4958 Cambie Street

ABF

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-689 (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 (635).

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 (635), 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, Fitness Centre, Library, and Museum or Archives;
- (b) Dwelling Uses, limited to 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;
- (e) Retail Uses, limited to Grocery or Drug Store, Liquor Store, Public Bike Share, Retail Store, Secondhand Store, and Small-scale Pharmacy;
- (f) Service Uses, limited to Barber Shop or Beauty Salon, Beauty and Wellness Centre, and Restaurant - Class 1; and
- (g) Accessory Uses customarily ancillary to the uses listed in the section 2.2.

Conditions of use

3. 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".

Floor area and density

- 4.1 Computation of floor space ratio must assume that the site consists of 3,036.1 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 2.57.
- 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 sundecks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:
 - (i) the total area of all such exclusions must not exceed 12% of permitted floor area, and
 - (ii) the balconies must not be enclosed for the life of the building;
 - (b) patios and roof gardens, 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; and
 - (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.

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;
- (b) 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 sections 4.4 and 4.5 must not include any use other than what which justified the exclusion.

Building height

5. Building height, measured from base surface, must not exceed 22.7 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 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 (635).

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.

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 _____, 2016

Mayor

City Clerk



EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 6729-6769 Cambie Street**

Following Public Hearing on November 24, 2015, Council gave conditional approval to the rezoning of the site at 6729-6769 Cambie 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 26, 2016

6729-6769 Cambie Street

ABF

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-696 (b) 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 (636).

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 (636), 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 permitted in this section.

Conditions of use

3. 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".

Floor area and density

4.1 Computation of floor space ratio must assume that the site consists of 2,173 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 2.49.

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 the floor area must exclude:

- (a) open residential balconies or sundecks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:
 - (i) the total area of all such exclusions must not exceed 12% of permitted floor area, and
 - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof gardens, provided that the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses, which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, which are at or below base surface, except that the minimum exclusion for a parking space must not exceed 7.3 m in length; and
- (d) 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) amenity areas, except that the total exclusion for amenity areas must not exceed 10% of permitted floor area.

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

Building height

5. Building height, measured from base surface, must not exceed 21.0 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 (636).
- 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



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

Z-696 (b)

RZ - 6729-6769 Cambie Street	map: 1 of 1	
	scale: NTS	
City of Vancouver	date: 2015-10-26	

EXPLANATION

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

On July 26, 2016, Council resolved to amend the Area Specific Development Cost Levy By-law, regarding DCL rates effective September 30, 2016. This By-law implements that resolution.

Director of Legal Services
July 26, 2016

EXPLANATION

**Vancouver Development Cost Levy By-law
Amending By-law
Re: 2016 Rates**

On July 26, 2016, Council resolved to amend the Vancouver Development Cost Levy By-law, regarding DCL rates, effective September 30, 2016. This By-law implements that resolution.

Director of Legal Services
July 26, 2016

BY-LAW NO. **ABF**

**A By-law to amend
Vancouver Development Cost Levy By-law No. 9755
regarding 2016 rate adjustments**

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

1. This By-law amends the indicated provisions of Vancouver Development Cost Levy By-law No. 9755.
2. In section 3.2, Council:
 - (a) in the first line, strikes out "\$143.27", and substitutes "\$149.73";
 - (b) in each of subsections (a) and (b), strikes out "\$33.26", and substitutes "\$34.77"; and
 - (c) in subsection (c), strikes out "\$57.16", and substitutes "\$59.74".
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 September 30, 2016.

ENACTED by Council this day of , 2016

Mayor

City Clerk

EXPLANATION

Building By-law amending By-law Re: Further 2016 fee increases

The attached By-law will implement Council's resolution of June 28, 2016 to amend the Building By-law to further increase fees for 2016, to be effective September 1st, 2016.

Director of Legal Services
July 26, 2016

BY-LAW NO. _____

ABF

A By-law to amend
Building By-law No. 10908 to increase fees
for 2016

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

1. Council:
 - (a) repeals the Schedule of Fees attached to the Building By-law, and substitutes for it the Schedule of Fees attached to this By-law, which new Schedule of Fees is to form part of the Building By-law; and
 - (b) approves the fees set out in the new Fee Schedule.
2. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
3. This By-law is to come into force and take effect on September 1, 2016.

ENACTED by Council this _____ day of _____, 2016

Mayor

City Clerk

SCHEDULE OF FEES

PART A - BUILDING

- 1 **The fees hereinafter specified shall be paid to the City with respect to and upon the application for the issue of a PERMIT as follows:**
- (a) Except as provided for in Clauses (b)(i) and (b)(ii) for the CONSTRUCTION of any BUILDING, or part thereof:
- When the estimated cost of the work, being the valuation referred to in Article 1.6.2.3. of Book I, Division C and Book II, Division C of this By-law, does not exceed \$5,000 or for the first \$5,000 of the estimated cost of the work \$124.00
- For each \$1,000, or part thereof, by which the estimated cost of the work exceeds \$5,000 but does not exceed \$50,000 \$8.10
- For each \$1,000, or part thereof, by which the estimated cost of the work exceeds \$50,000 \$4.05
- (b)(i) For the installation, CONSTRUCTION, re- construction, ALTERATION or repair of, or ADDITION to, any CHIMNEY, FIREPLACE, INCINERATOR, VENTILATING SYSTEM, AIR- CONDITIONING SYSTEM, or HEATING SYSTEM, the fee shall be in accordance with Clause (a), except that a fee shall not be charged when the cost of such work is less than \$500.
- (b)(ii) For the installation, CONSTRUCTION, re- construction, ALTERATION or repair of, or ADDITION to, any PHOTOVOLTAIC PANELS, and related roof ALTERATION or repair \$100.00
- (c) For a permit for temporary OCCUPANCY of a part of a STREET, or of the AIR SPACE immediately ABOVE a part of a STREET, in accordance with Section 1.9. of Book I, Division C and Book II, Division C of this By-law, the daily fee *for occupancy other than for a portable toilet* shall be for each 10 m2 or part thereof, of STREET or of AIR SPACE part thereof, of STREET or of AIR SPACE immediately above such STREET to be occupied \$2.59
- Subject to a minimum fee of \$88.00
- Flat rate for each portable toilet \$88.00
- (d) For an OCCUPANCY PERMIT not required by this By-law but requested \$100.00
- (e) For the demolition of a BUILDING, not including a ONE-FAMILY DWELLING, which has at any time since November 1, 1986 provided RESIDENTIAL OCCUPANCY, subject to Section 3:
- For each DWELLING UNIT \$1,000.00
- For each sleeping room in a multiple conversion dwelling, hotel or other BUILDING, which is or has been a principal dwelling or residence of a person, family or household \$1,000.00
- (f) For the demolition of a ONE-FAMILY DWELLING, which has at any time since November 1, 1986 provided RESIDENTIAL OCCUPANCY, subject to Section 3 \$1,000.00
- (g) For the repair of building envelope pursuant to requirements of Book I, Division B, Part 5 for any residential building Nil
- 2 **The fees hereinafter specified shall be paid to the City as follows:**
- (a) For a required permit inspection for compliance with this By-Law which cannot be carried out during normal working hours and where there is a request to carry out the inspection after hours, the fee to be based on the time actually spent in making such inspection, at a minimum inspection time of four (4) hours, including traveling time:

SCHEDULE OF FEES

	For each hour or part thereof	\$250.00
(b)	For a plan review where an applicant requests in writing that the review be carried out during overtime:	
	For each hour or part thereof	\$250.00
(c)	For each special inspection of a BUILDING or structure to determine compliance with this By-law, and in respect of which no specific fee is otherwise prescribed, the fee to be based on the time actually spent in making the inspection:	
	For each hour or part thereof	\$166.00
(d)	For the first RE INSPECTION made necessary due to faulty work or materials or incomplete work requested to be inspected	\$166.00
	For the second RE INSPECTION made necessary due to faulty work or materials or incomplete work requested to be inspected	\$250.00
	For every subsequent RE INSPECTION made necessary due to faulty work or materials or incomplete work requested to be inspected	\$350.00
(e)	For each inspection of a drainage tile system:	
	For a one- or two-family residence	\$166.00
	For all other drain tile inspections:	
	When the estimated cost of the CONSTRUCTION of the BUILDING, being the valuation referred to in Article 1.6.2.3. of Book I, Division C and Book II, Division C does not exceed \$500,000	\$332.00
	When the estimated cost of the work exceeds \$500,000 but does not exceed \$1,000,000	\$664.00
	When the estimated cost of the work exceeds \$1,000,000	\$830.00
(f)	For a review of records pertaining to a BUILDING to provide the status of outstanding orders and other matters concerning the BUILDING:	
	For a one- or two-family residence	\$213.00
	For all other BUILDINGS	\$427.00
(g)	To access plans (electronic or on microfilm) or documents for viewing or copying	\$36.00
(h)	For each microfilm image or electronic file copied	\$10.00
(i)	For a request to renumber a BUILDING	\$790.00
(j)	For the extension of a BUILDING PERMIT where requested in writing by an applicant pursuant to Article 1.6.7.1. of Book I, Division C and Book II, Division C	50 percent of the original BUILDING PERMIT fee to a maximum of \$306.00
(k)	For the extension of a building permit by Council where requested in writing by an applicant pursuant to Article 1.6.7.4. of Book I, Division C and Book II, Division C	\$2,000.00

SCHEDULE OF FEES

(l)	For review of plans, specifications, building materials, procedures or design methods for the purpose of revisions to an application or a permit in accordance with Article 1.5.2.13. and Section 1.6.6. of Book I, Division C and Book II, Division C	\$166.00
	where the PERMIT relates to a ONE-FAMILY DWELLING or a SECONDARY SUITE	\$166.00
	plus for each hour, or part thereof, exceeding one hour	\$166.00
	where the PERMIT relates to any other BUILDING	\$500.00
	plus for each hour, or part thereof, exceeding one hour	\$250.00
(m)	For each RE-OCCUPANCY PERMIT after rectification of an UNSAFE CONDITION and related By-law violations	\$166.00
(n)	For review of plans, specifications, building materials, procedures or design methods for the purpose of acceptance of an alternative solution for new construction under Article 2.3.2.1., Book I, Division C	
	for each application	\$700.00
(o)	For an evaluation of plans, specifications, building materials, procedures or design methods for the purpose of acceptance of existing conditions with mitigating features	
	for each application	\$400.00
(p)	For review by the Alternative Solution Review panel	\$2,240.00
(q)	For the evaluation of a resubmission or revised submission made under Clauses (n) or (o) of this Section 2	\$250.00
3	Upon written application of the payor and on the advice of the Acting General Manager of Community Services, the Director of Finance shall refund to the payor, or a designate of the payor, the fees paid pursuant to Clauses (e) and (f) of Section 1:	
(a)	for all demolished dwelling units in a building that will be replaced by a social housing or co-operative development that has received a Project Commitment Letter from the British Columbia Housing Management Commission or the Canada Mortgage and Housing Corporation; and	
(b)	for each demolished dwelling unit that has been replaced by a dwelling unit occupied by rental tenants and not created pursuant to the Strata Property Act.	

PART B - PLUMBING

Every applicant for a Plumbing PERMIT shall, at the time of application, pay to the City the fees set out hereunder:

1 INSTALLATIONS

For the Installation of:

One, two or three FIXTURES	\$166.00
Each additional FIXTURE	\$52.00

Note: For the purpose of this schedule the following shall also be considered as FIXTURES:

- Every "Y" intended for future connection;
- Every ROOF DRAIN, swimming pool, dishwasher, and interceptor;

SCHEDULE OF FEES

- Every vacuum breaker in a lawn sprinkler system; and
- Every back-flow preventer

Alteration of Plumbing (no FIXTURES involved):

For each 30 metres of piping or part thereof	\$243.00
For each 30 metres of piping or part thereof, exceeding the first 30 metres	\$68.00
Connection of the City water supply to any hydraulic equipment	\$92.00

2 INSPECTIONS OF FIRELINE SYSTEMS:

Hydrant & Sprinkler System:

First two inspections for each 30 m of water supply pipe or part thereof	\$243.00
Each additional inspection for each 30 m of water supply pipe or part thereof	\$100.00

Sprinklers:

First head, one- or two-family dwelling	\$276.00
First head, all other buildings	\$587.00
First head, renovations to existing sprinkler systems	\$171.00
Each additional head, all buildings (no limit on number)	\$3.00

Firelines:

Hose Cabinets	\$32.00
Hose Outlets	\$32.00
Wet & Dry Standpipes	\$32.00
Standpipes	\$32.00
Dual Check Valve In-flow Through Devices	\$32.00
Backflow Preventer	\$166.00

Wet & Dry Line Outlets:

Each connection	\$32.00
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NOTE: A Siamese connection shall be considered as two dry line outlets.

Each Fire Pump	\$258.00
Each Fire Hydrant	\$79.00

3 REINSPECTIONS

(a)	For the first RE INSPECTION made necessary due to faulty work or materials or incomplete work requested to be inspected	\$166.00
(b)	For the second RE INSPECTION made necessary due to faulty work or materials or incomplete work requested to be inspected	\$250.00
(c)	For every subsequent RE INSPECTION made necessary due to faulty work or materials or incomplete work requested to be inspected	\$350.00

4 SPECIAL INSPECTIONS

SCHEDULE OF FEES

	Each inspection to establish fitness of any existing fixture for each hour or part thereof	\$166.00
	An inspection outside normal working hours and at a minimum inspection time of four (4) hours, including traveling time, for each hour or part thereof	\$250.00
5	BUILDING SEWER INSPECTIONS	
	First two inspections for each 30 m of BUILDING SEWER or part thereof	\$243.00
	Each additional inspection for each 30 m of BUILDING SEWER or part thereof	\$100.00

EXPLANATION**Crossing By-law amending By-law
regarding further 2016 fee increases**

The attached By-law will implement Council's resolution of June 28, 2016, to amend the Crossing By-law to further increase certain fees for 2016, to be effective September 1st, 2016.

Director of Legal Services
July 26, 2016

BY-LAW NO. _____

ABF

**A By-law to amend Crossing By-law No. 4644
regarding further 2016 fee increases**

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

1. This by-law amends the indicated provisions of By-law 4644.
2. In section 9 of the Crossing By-law, Council:
 - (a) strikes out "\$391.72" and substitutes "\$605.33"; and
 - (b) strikes out "\$48.88" and substitutes "\$74.05".
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 September 1, 2016.

ENACTED by Council this _____ day of _____, 2016

Mayor

City Clerk

EXPLANATION

Encroachment By-law amending By-law regarding 2016 fee increases

The attached By-law will implement Council's resolution of June 28, 2016, to amend the Encroachment By-law to add a fee and to further increase certain fees for 2016, to be effective September 1st, 2016.

Director of Legal Services
July 26, 2016

BY-LAW NO. _____

ABF

**A By-law to amend Encroachment By-law No. 4243
regarding further 2016 fee increases**

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. 4243.
2. Council strikes out Parts A and B of the Schedule attached to the Encroachment By-law and substitutes the Parts A and B attached to this by-law as Schedule 1.
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 September 1, 2016.

ENACTED by Council this _____ day of _____, 2016

Mayor

City Clerk

Schedule 1

A. PERMIT FEES, exclusive of a goods and services tax imposed under the Excise Tax Act (Canada)

For the construction, repair or removal of an encroachment:

For an encroachment of up to and including 20 square metres	\$108.91
For each additional square metre or part thereof	\$9.89
To a maximum fee of	\$764.61

B. REGISTRATION AND MISCELLANEOUS FEES

(1) For the preparation of an agreement having reference to an encroachment	\$1,000
(2) In addition to the fee chargeable by sub-section (1), for each sidewalk crossing	\$25.00
(3) If an agreement is required to be registered in the Land Title Office, any fee payable to effect the registration thereof shall also be payable	
(4) For information relating to an encroachment	\$300.00
(5) For the granting of an easement over a portion of a street or lane to accommodate encroachment by a building	\$4,456.00
(6) For sewer and drainage closed circuit television inspection, pre and post anchor rod installation	\$2,480.00

EXPLANATION

Gas Fitting By-law amending By-law Re: Further 2016 fee increases

The attached By-law will implement Council's resolution of June 28, 2016 to amend the Gas Fitting By-law to further increase fees for 2016, to be effective September 1st, 2016.

Director of Legal Services
July 26, 2016

BY-LAW NO. _____

ABF

**A By-law to amend
Gas Fitting By-law No. 3507 to increase fees for 2016**

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

1. Council:
 - (a) repeals the Fee Schedule of the Gas Fitting By-law and substitutes for it the Fee Schedule attached to this By-law as Appendix A, which new Fee Schedule is to form part of the Gas Fitting By-law; and
 - (b) approves the fees set out in the new Fee Schedule attached as Appendix A.
2. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
3. This By-law is to come into force and take effect on September 1, 2016.

ENACTED by Council this _____ day of _____, 2016

Mayor

City Clerk

APPENDIX A

Domestic Installations:

This fee is for one family dwellings only. Any other occupancy shall be charged under "Commercial and Industrial Installation" rates.

One, two or three appliances	\$166.00
Each additional appliance	\$52.00
Each replacement water heater or gas range	\$92.00

Where piping only is being installed, see "Piping Permits" below.

Commercial and Industrial Installations

Fee for each appliance, based on BTU/hour input rating:

65,000 or less	\$211.00
65,001 to 200,000	\$225.00
200,001 to 409,000	\$257.00
Over 409,000	\$313.00

in addition to all costs incurred by the inspector.

Vent or Gas Value or Furnace Plenum (no appliances)

One, two or three units	\$166.00
Each additional unit	\$52.00

Piping Permits (no appliances)

For first 60 m of house piping or part thereof	\$166.00
Every 30 m or part thereof exceeding the first 60 m	\$64.00

Re-inspections

For the first RE - INSPECTION made necessary due to faulty work or materials or incomplete work requested to be inspected	\$166.00
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For the second RE - INSPECTION made necessary due to faulty work or materials or incomplete work requested to be inspected	\$250.00
--	----------

For every subsequent RE - INSPECTION made necessary due to faulty work or materials or incomplete work requested to be inspected	\$350.00
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Special Inspections

To establish the fitness of any existing installations, for each hour or part thereof	\$166.00
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If conducted with a Plumbing Inspection, for each hour of part thereof	\$166.00
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If outside normal working hours, and at a minimum inspection time of four (4) hours, including traveling time, for each hour or part thereof	\$250.00
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EXPLANATION

Miscellaneous Fees By-law amending By-law Re: Further 2016 fee increases

The attached By-law will implement Council's resolution of June 28, 2016 to amend the Miscellaneous Fees By-law to further increase fees for 2016, to be effective September 1st, 2016, and to add certain additional fees related to traffic management and discharge of encumbrances.

Director of Legal Services
July 26, 2016

BY-LAW NO. _____

ABF

**A By-law to amend
Miscellaneous Fees By-law No. 5664
regarding additional 2016 fee increases**

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

1. Council:
 - (a) repeals Schedule 1 of the Miscellaneous Fees By-law, and substitutes for it the Schedule 1 attached to this By-law, which new Schedule 1 is to form part of the Miscellaneous Fees By-law; and
 - (b) approves the fees set out in the new Schedule 1.
2. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
3. This By-law is to come into force and take effect on September 1, 2016.

ENACTED by Council this _____ day of _____, 2016

Mayor

City Clerk

Schedule 1

1	Adopt or Amend an Area Development Plan (ADP)	
	For adoption or amendment of an Area Development Plan:	
	Up to 0.4 ha (43,128 sq. ft.) site area	\$27,100.00
	For each additional 100 m ² (1,080 sq. ft.) of site area, or part thereof	\$263.00
	Maximum fee	\$107,900.00
2	Amend an Official Development Plan (ODP) and Area Development Plan (ADP)	
	For an amendment to the text of an Official Development Plan and any associated Area Development Plan	\$40,700.00
3	Amend a Regional or Provincial Land Use Designation	
	For an amendment of a regional or provincial land use designation	\$2,740.00
4	Research Requests	
	For research requests:	
	(a) Research requests requiring up to a maximum of 2 hours of staff time	\$220.00
	(b) Extensive research requests (as time and staffing levels permit):	
	For each additional hour or part thereof beyond the 2 hours referred to in clause (a) above	\$110.00
5	Site Profile Review	
	For each review of a site profile	\$100.00
6	Appeal to Board of Variance/Parking Variance Board	
	For the filing of an appeal	\$426.00
7	Approved Use Research Requests	
	Provide written information on the approved use of a building in accordance with the Zoning & Development and Vancouver Building By-laws	
	(a) Residential	\$50.00
	(b) Commercial (one unit only)	\$50.00
	(c) Commercial and/or mixed use (all units) requiring up to a maximum of 2 hours of staff time	\$220.00
	For each additional hour or part thereof beyond the 2 hours referred in Clause (c) above	\$110.00
8	Producing Permit/Document Copies	
	Provide paper copies of permits or specific documents from either microfiche or our images database.	
	(a) 1 to 3 paper copies	\$48.50
	(b) Each additional copy	\$9.50

9	File Research Environmental	
	Provide written information as to whether the City records indicate that a property has any contamination or environmental issues	\$220.00
10	Building Grades	
	The following fees shall be paid to the City for the review of design elevations of streets or lanes where they adjoin a building site, as required with a Development and/or Building Permit application:	
	(a) Where City of Vancouver Staff are required to complete a survey for the purpose of calculating the design elevations of the required streets and lanes:	
	Length of property abutting street or lane, or both, is	
	Up to 31 m	\$1,125.00
	Over 31 m and up to 90 m	\$1,350.00
	Over 90 m and up to 150 m	\$1,900.00
	Over 150 m and up to 300 m	\$2,800.00
	Over 300 m	\$4,150.00
	(b) Where the applicant provides approved building grade survey information to the City for the purpose of calculating the design elevations of the required streets and lanes:	
	Length of property abutting street or lane, or both, is	
	Up to 31 m	\$335.00
	Over 31 m and up to 90 m	\$450.00
	Over 90 m and up to 150 m	\$560.00
	Over 150 m and up to 300 m	\$785.00
	Over 300 m	\$1,235.00
11	Traffic Management Plan Review	
	(a) Where the review is less than 1 hour of staff time	\$ 50.00
	(b) Where the review is 1 to 15 hours of staff time	\$500.00
	(c) Where the review is over 15 hours of staff time	\$1,400.00
12	Discharge of a Registered Encumbrance	
	(a) Where the review requires up to 2 hours of staff time	\$200.00
	(b) Where the review requires more than 2 hours of staff time	\$500.00
13	Road Closure Fee	\$8,400.00

EXPLANATION

Sewer and Watercourse By-law Amending by-law regarding 2016 fees

Enactment of the attached By-law will implement Council's resolution of June 28, 2016, respecting further 2016 sewer and watercourse rates, and fees to be effective from September 1, 2016.

Director of Legal Services
July 26, 2016

BY-LAW NO. _____

ABF

**A By-law to amend
Sewer and Watercourse By-law No. 8093
regarding further 2016 fee increases**

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. 8093.
2. Council repeals Part I of Schedule A and substitutes:

SCHEDULE A

PART I

SEWER CONNECTION RATES

Every applicant for a public sewer connection must, at the time of application, pay to the City the following rates

- | | |
|--|----------|
| 1. Public sewer connection, for One-Family or Two-Family Dwellings with or without a Laneway House: | \$10,302 |
| 2. Public sewer connection, other than One-Family or Two-Family Dwellings with or without a Laneway House: | |
| a) 4 inch/100 mm diameter | \$14,079 |
| b) 6 inch/150 mm diameter | \$16,994 |
| c) 8 inch/200 mm diameter | \$19,225 |
| d) 10 inch/250 mm diameter | \$22,177 |
| e) 12 inch/300 mm diameter | \$25,200 |
| f) 15 inch/375 mm diameter | \$28,180 |

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 September 1, 2016.

ENACTED by Council this _____ day of _____, 2016

Mayor

City Clerk

EXPLANATION

Street and Traffic By-law amending By-law regarding 2016 fee increases

The attached By-law will implement Council's resolution of June 28, 2016, to amend the Street and Traffic By-law to further increase certain fees for 2016, to be effective September 1st, 2016.

Director of Legal Services
July 26, 2016

**A By-law to amend Street and Traffic By-law No. 2849
regarding further 2016 fee increases**

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

1. This By-law amends the indicated provisions of the Street and Traffic By-law.
2. In Section 30, Council:
 - (a) in subsection 30(7)(a)(i), strikes out "\$75.00" and substitutes "\$97.00";
 - (b) strikes out subsection 30(7)(a)(ii) and substitutes:

“(ii) in an area controlled by parking meters, a fee of \$77.00, plus an additional daily charge of eight times the applicable hourly meter rate for each occupied meter space.”;
 - (c) in subsection 30(7)(a)(iii), strikes out "\$15.00" and substitutes "\$19.00";
 - (d) in subsection 30(7)(b)(i), strikes out "\$105.00" and substitutes "\$135.00";
 - (e) strikes out subsection 30(7)(b)(ii) and substitutes:

“(ii) in an area controlled by parking meters, a fee of \$103.00, plus an additional daily charge of eight times the applicable hourly meter rate for each occupied meter space.”;
 - (f) in subsection 30(7)(b)(iii), strikes out "\$20.00" and substitutes "\$26.00"; and
 - (g) in subsection 30(7)(c), strikes out "\$1, 576.21" and substitutes "\$ 2,506.17”.
3. In section 80(2), Council strikes out the table and substitutes:

Type of construction requiring crossing permission	Permit fee
One and Two Family Dwelling	\$492.01
One and Two Family Dwelling with building demolition	\$697.52
Multiple Dwelling or Commercial building without excavation	\$2,129.64
Multiple Dwelling or Commercial building less than 3 storeys in height with excavation	\$3,999.81
Multiple Dwelling or Commercial building 3 storeys or more in height with excavation	\$7,959.22
Major Development Site, ½ block or larger	\$9,522.78

Type of construction requiring crossing permission	Permit fee
Demolition only - multiple dwelling or commercial building less than ½ block in size	\$980.57
Demolition only - multiple dwelling or commercial building ½ block or larger	\$1,755.64

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 September 1, 2016.

ENACTED by Council this _____ day of _____, 2016

Mayor

City Clerk

EXPLANATION

A By-law to amend the Subdivision By-law Re: Further 2016 fee increases

The attached By-law will implement Council's resolution of June 28, 2016 to amend the Subdivision By-law to further increase 2016 fees, to be effective September 1st, 2016.

Director of Legal Services
July 26, 2016

BY-LAW NO. _____

ABF

**A By-law to amend
Subdivision By-law No. 5208 to further increase fees for 2016**

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

1. Council:
 - (a) repeals Schedule F of the Subdivision By-law, and substitutes for it Schedule F attached to this By-law, which new Schedule F is to form part of the Subdivision By-law; and
 - (b) approves the fees set out in the new Schedule F.
2. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
3. This By-law is to come into force and take effect on September 1, 2016.

ENACTED by Council this _____ day of _____, 2016

Mayor

City Clerk

Schedule F Fees

Every applicant for subdivision shall at the time of application pay the applicable fee set out below.

1	CLASS I (Major) - For an application to subdivide pursuant to Part 7 of the Land Title Act or Section 243 of the Strata Property Act, where the site is: (i) more than 40 000 m ² in area; or (ii) where the site is between 10 000 m ² and 40 000 m ² in area and the subdivision is reasonably likely to require that legal agreements be registered on title as a condition of subdivision approval; but in either case where the subdivision is not described in Section 4.5(a), (b) or (c) of this By-law	\$102,000.00
2	CLASS II (Intermediate) - For an application to subdivide pursuant to Part 7 of the Land Title Act or Section 243 of the Strata Property Act, where the site is between 4 000 m ² and 10 000 m ² in area and the subdivision is reasonably likely to require that legal agreements be registered on title as a condition of subdivision approval, but where the subdivision is not described in Section 4.5(a), (b) or (c) of this By-law or in Class I	\$51,000.00
3	CLASS III (Minor) - For an application to subdivide pursuant to Part 7 of the Land Title Act or Section 243 of the Strata Property Act, where the site is: (i) less than 4 000 m ² in area; or (ii) where the subdivision is unlikely to require that legal agreements be registered on title as a condition of subdivision approval; but in either case where the subdivision is not described in section 4.5(a) or (b) of this By-law or in Class I or II	\$8,770.00
4	CLASS IV (Dedication) - For an application to subdivide as described in Section 4.5(a) or (b) of this By-law	
	(a) where such subdivision is required as a condition of enactment of a zoning by-law, or is otherwise required by the City Engineer	\$430.00
	(b) where such subdivision is required by the Director of Planning or Development Permit Board as a condition of issuance of a development permit, or is otherwise initiated by the owner except as arising from rezoning approval	No Fee
5	CLASS V (Air Space) - For an application to subdivide made pursuant to Part 9 (Air Space Titles) of the Land Title Act	
	(a) for developments having a Floor Space Ratio (FSR) of 2.0 or greater	\$73,200.00
	(b) for developments having a Floor Space Ratio (FSR) of less than 2.0	\$38,300.00
6	CLASS VI (Freehold Rowhouses) – For an application to subdivide pursuant to Section 223.2 of the Land Title Act	\$8,770.00,
	plus \$1,000 per freehold lot	\$1,150.00
7	RECLASSIFICATION - For an application to change from one sub-area to another sub-area in the RS-1, RS-3, RS-3A, RS-5, or RS-6 Zoning District	\$4,460.00
8	STRATA APPLICATIONS - For an application to convert an existing building to strata title ownership pursuant to Section 242 of the Strata Property Act; or amend Strata Plans pursuant to Part 15 of the Strata Property Act; or for Phased Strata applications made pursuant to Section 13 of the Strata Property Act	\$4,460.00

Note: Strata Conversions and applications to subdivide strata lots also require a separate fee for a Special Inspection Application, to ensure compliance with relevant provisions of the Zoning and Development By-law and Building By-law.

EXPLANATION PAGE

A By-law to amend Water Works By-law No. 4848 Re: 2016 fee increases

Enactment of the attached By-law will implement Council's resolution of June 28, 2016 respecting new 2016 water rates and fees that are to be effective from September 1, 2016.

Director of Legal Services
July 26, 2016

ABF

**A By-law to amend Water Works By-law No. 4848
regarding further 2016 fee increases**

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

1. This By-law amends the indicated provisions of Water Works By-law No. 4848.
2. Council:
 - (a) repeals Schedule A of the Water Works By-law and substitutes for it the Schedule A attached to this by-law, which new Schedule A is to form part of the Water Works By-law; and
 - (b) approves the fees set out in the new Schedule A.

**SCHEDULE A:
Flat Rate Connection Fees
And Service Pipe Removal Fees**

Flat Rate Connection Fees

Service Pipe Size - Single Family and Two-Family Dwellings with or without a Laneway House

20 mm (3/4")	\$5,397.00
25 mm (1")	\$5,588.00
40 mm (1 1/2")	\$6,719.00
50 mm (2")	\$7,450.00

Service Pipe Size - Other Connections

20 mm (3/4")	\$9,349.00
25 mm (1")	\$9,727.00
40 mm (1 1/2")	\$11,224.00
50 mm (2")	\$11,224.00
100 mm (4")	\$16,229.00
150 mm (6")	\$20,072.00
200 mm (8")	\$21,919.00
300 mm (12")	\$30,847.00

Service Pipe Removal Fees

Service Pipe Size

20 mm(3/4") to 50 mm(2") inclusive	\$1,108.00
100 mm (4") to 300 mm (12") inclusive	\$3,323.00

EXPLANATION**Zoning and Development Fee By-law amending By-law
regarding further 2016 fee increases and additional fees**

Enactment of the attached By-law will implement Council's resolution of June 28, 2016, to further increase fees for 2016 to be effective September 1st, 2016, and to add new fees for a rezoning enquiry application and a higher building fee.

Director of Legal Services
July 26, 2016

BY-LAW NO. _____ *ABF*

**A By-law to amend
Zoning and Development Fee By-law No. 5585
to increase fees for 2016**

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

1. Council:
 - (a) repeals Schedules 1 and 2 of the Zoning and Development Fee By-law, and substitutes the Schedules 1 and 2 attached to this By-law, which new Schedules 1 and 2 are to form part of the Zoning and Development Fee By-law; and
 - (b) approves the fees set out in the new Schedules 1 and 2.
2. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
3. This By-law is to come into force and take effect on September 1, 2016.

ENACTED by Council this _____ day of _____, 2016

Mayor

City Clerk

Schedule 1

Development Permits

One Family Dwelling, One Family Dwelling with Secondary Suite, Two Family Dwelling and Two-Family Dwelling with Secondary Suite

1	For a new one family dwelling, one family dwelling with secondary suite, two family dwelling, or two family dwelling with secondary suite, and its accessory building or accessory use to an existing one or two family dwelling or one or two-family dwelling with secondary suite, where such an addition, alteration, change of use, accessory building or accessory use is equal to or greater than 60 m ² in gross floor area:	
	(a) where the permit would be issued as an outright approval or as a conditional approval pursuant to Section 3.2.7 of the Zoning and Development By-law	\$1,760.00
	(b) where the permit would be issued as a conditional approval, except as provided for in Sections 1(a), 1(c) and 1C	\$2,340.00
	(c) where the permit would be issued as a conditional approval after proceeding to a review by a Council-appointed advisory design panel	\$3,860.00
	1A. Except as provided for in Section 1B, for an addition, alteration, relaxation, change of use, accessory building or accessory use to an existing one or two family dwelling or one or two-family dwelling with secondary suite where such addition, alteration, change of use, accessory building or accessory use is less than 60 m ² in gross floor area:	
	(a) where the permit would be issued as an outright approval, or where a relaxation of the required yards, building depth or maximum building height is required and where the relaxation of a required rear yard would be less than 60% of what is required by the applicable District Schedule, or where the permit would be issued as a conditional approval pursuant to Section 3.2.7 of the Zoning and Development By-law	\$460.00
	(b) in all other cases	\$906.00
	1B. For conversion of a one-family dwelling to a one-family dwelling with secondary suite	\$629.00
	1C. Notwithstanding Section 1, for a one-family dwelling in the RS-3, RS-3A, RS-5, RS-6 or RS-7 Districts which includes permission by the Director of Planning to increase the maximum Floor Space Ratio otherwise permitted by the District Schedule	\$3,010.00
	1D. Despite Section 1, for a two-family dwelling in the RS-7 District which includes permission by the Director of Planning to increase the maximum permitted Floor Space Ratio otherwise permitted by the District Schedule	\$3,010.00
	1E. For a permit for a laneway house:	
	(a) where the laneway house is one-storey and there is no relaxation of siting or maximum height required	\$1,130.00
	(b) in all other cases	\$1,730.00

Multiple Dwellings & Freehold Rowhouses

2	For a multiple dwelling or freehold rowhouse, or for an addition to an existing multiple dwelling or freehold rowhouse:	
	(a) where the permit would be issued as an outright approval or as a conditional approval pursuant to Section 3.2.7 of the Zoning and Development By-law:	
	Each 100 m ² of gross floor area or part up to 500 m ²	\$1,000.00
	For each additional 100 m ² of gross floor area or part	\$500.00
	Maximum fee	\$40,600.00

(b) where the permit would be issued as a conditional approval, except as provided in Section 2 (a):	
Each 100 m ² of gross floor area or part up to 500 m ²	\$1,360.00
For each additional 100 m ² of gross floor area or part	\$834.00
Maximum fee	\$67,520.00

Other Uses (Other Than One- or Two-family or Multiple Dwellings)

3	For a new principal building or use, or for an addition to an existing building or use, being in all cases other than a one- or two-family dwelling and a multiple dwelling:	
(a)	where the permit would be issued as an outright approval or as a conditional approval pursuant to Section 3.2.7 of the Zoning and Development By-law:	
	Each 100 m ² of gross floor area or part up to 500 m ²	\$687.00
	For each additional 100 m ² of gross floor area or part	\$330.00
	Maximum fee	\$33,770.00
(b)	where the permit would be issued as a conditional approval except as provided in Section 3 (a):	
	Each 100 m ² of gross floor area or part up to 500 m ²	\$1,205.00
	For each additional 100 m ² of gross floor area or part	\$687.00
	Maximum fee	\$64,680.00

Alterations, Changes of Use (Other Than One- or Two-family Dwellings)

4	For an accessory building or accessory use to a principal building or principal use already existing, or for an alteration, relaxation, or change of use to an existing building, being in all cases other than a one- or two-family dwelling:	
(a)	where the permit would be issued as an outright approval or as a conditional approval pursuant to Section 3.2.7 of the Zoning and Development By-law:	
	Each 100 m ² of gross floor area or part thereof	\$592.00
	Maximum fee	\$4,740.00
(b)	where the permit would be issued as a conditional approval, except as provided in Section 4 (a):	
	Each 100 m ² of gross floor area or part thereof	\$834.00
	Maximum fee	\$5,970.00
(c)	Where the change of use does not require a comprehensive development review or minor amendment	\$300.00

Outdoor Uses

5	For a parking area, storage yard, nursery, or other development which, in the opinion of the Director of Planning, is similar:	
(a)	where the permit would be issued as an outright approval or as a conditional approval pursuant to Section 3.2.7 of the Zoning and Development By-law:	
	Each 200 m ² of site area or part up to 1 000 m ²	\$460.00
	Each additional 200 m ² of site area or part	\$157.00
(b)	where the permit would be issued as a conditional approval, except as provided in Section 5(a):	
	Each 200 m ² of site area or part up to 1 000 m ²	\$629.00
	Each additional 200 m ² of site area or part	\$300.00

5A For a Farmers' Market \$556.00

Developments Requiring Development Permit Board Approval

6 For an application which proceeds to the Development Permit Board:

(a) instead of the fees referred to in Sections 1 to 4:

Each 100 m² of gross floor area or part up to 10 000 m² \$982.00

Each additional 100 m² of gross floor area or part over 10 000 m² \$187.00

(b) instead of the fees referred to in Section 5:

Each 200 m² of site area or part up to 1 000 m² \$693.00

Each additional 200 m² of site or part \$335.00

Child Day Care Facility Or Social Service Centre

7 For a child daycare facility, cultural facility or social service centre, where the applicant is an incorporated non-profit society \$583.00

Demolitions

8 For the demolition of residential rental accommodation, a building listed on the Heritage Register or a residential building located in the RS-1, RS-3, RS-3A, RS-5 and RS-6 or FSD District \$321.00

Application for preliminary approval

9 For an application for a preliminary approval 25% of the fee that would, except for this provision, apply (with a minimum fee of \$668.00)

NOTE: This fee will be deducted from the fee for an application in complete form which follows approval of an application for a preliminary approval.

Revisions

10 For the second revision and every subsequent revision of drawings which are required because of non-compliance with the Zoning and Development By-law, or because there is insufficient information to satisfactorily process the permit, or because the applicant wishes to alter the use or form of development and where less than 15% of the gross floor area or building exterior is altered or less than 15% of the gross floor area is changed in use:

where the permit is to be issued under:

(a) sections 1 and 7 of this schedule \$300.00

(b) all other sections of this schedule 10% of the fee that would, except for this provision, apply (with a minimum fee of \$300.00)

Minor Amendments

11 For each minor amendment to a permit where less than 15% of the gross floor area or building exterior is altered or less than 15% of the gross floor area is changed in use and:

(a) where the original permit was issued under Sections 1 and 7 of this schedule \$300.00

(b)	where the original permit was issued under any other section of this schedule or where the exterior alterations are to a commercial building which has no development permit authorizing its construction and where the alterations are to not more than one storey	25% of the fee that would, except for this provision, apply (with a minimum fee of \$300.00)
Extensions And Renewals		
12	For an extension of the period of validity of a development permit application or a development permit, or for a renewal of a development permit which has become void	\$629.00
13	For the renewal of a development permit issued with specified time limitations where the conditions of approval have not changed:	
(a)	for a community care facility or all uses where the applicant is a duly incorporated non-profit society	\$279.00
(b)	For all other uses	\$590.00
	NOTE: Where an application is made for the retention of identical uses on more than one site controlled by the same applicant, providing the renewals are required annually and are filed simultaneously, the applications may be combined and considered as one for the purpose of calculating the fee.	
Board of Variance Appeals		
14	For a permit which has been approved as the result of a successful appeal to the Board of Variance after refusal by the Director of Planning or the Development Permit Board	No Charge
Application Following Refusal		
15	Where an application has been refused and, within 30 days of such refusal, the applicant reapplies with an application which seeks to rectify the reasons for refusal and where the application is, in the opinion of the Director of Planning, not materially different from the original application in terms of layout and design.	50% of original application fee
Changes to Form of Development in CD-1 District		
16	For a development permit application in a CD-1 district where a change to the form of development requires Council approval and where such change is not accompanied by an amendment to, or adoption of, a CD-1 By-law	\$4,657.00 plus the development application fees that would, except for this provision, apply
Maintenance of Heritage Buildings		
17	For a permit for the maintenance or minor repair of a building, structure, use or site designated under the Heritage By-law or located in an HA District	\$58.00
Awnings		
18	For an awning where the permit will be issued combined with a building permit or a sign permit.	\$200.00
Higher Building Application Fee		
19	Despite any other provision in this schedule 1 to the contrary, for an application for a building that will exceed 137m, unless fee was collected under Schedule 2 during Rezoning	\$46,800.00

**Zoning and Development Fee
By-law - # 5585
Schedule 2**

Zoning By-law Amendments

Change Zoning District (Except to CD-1)

1	For an amendment to the Zoning District Plan to redesignate from one zoning district to any other zoning district except a new Comprehensive Development District:	
	Up to 4 000 m ² site area	\$12,590.00
	For each additional 100 m ² of site area or part thereof	\$282.00
	Maximum fee	\$126,100.00

Text Amendments (Except CD-1)

2	For an amendment to the text of the Zoning and Development By-law	\$25,300.00
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New CD-1 or Amendment to Existing CD-1 (Not Contemplated in an ODP)

3	For an amendment to the Zoning District Plan to redesignate from a zoning district to a new Comprehensive Development District that is <u>not</u> contemplated in an Official Development Plan, - or - for an amendment, in terms of permitted uses and regulations, to an existing Comprehensive Development District By-Law that is not contemplated in an Official Development Plan:	
	(a) Within the downtown area shown on Map 1, where the site area is smaller than 40 000 m ² :	
	Up to 4 000 m ² site area	\$101,100.00
	For each additional 100 m ² of site area or part thereof	\$465.00
	(b) Outside the downtown area shown on Map 1, where the site area is smaller than 8 000 m ² :	
	For the first 4 000 m ² of site area	\$42,200.00
	For each additional 100 m ² of site area or part thereof	\$465.00
	(c) Outside the downtown area shown on Map 1, where the site area is 8 000 m ² or greater but smaller than 40 000 m ² :	
	For the first 8 000 m ² of site area	\$101,100.00
	For each additional 100 m ² of site area or part thereof	\$465.00
	(d) where the site area is 40 000 m ² or greater:	
	For the first 40 000 m ²	\$742,200.00
	For each additional 100 m ² of site area or part thereof	\$1,530.00

New CD-1 or Amendment to Existing CD-1 (Contemplated in an ODP)

4	For an amendment to the Zoning District Plan to redesignate from a zoning district to a new Comprehensive Development District that is contemplated in an Official Development Plan - or - for an amendment, in terms of permitted uses and regulations, to an existing Comprehensive Development District By-Law that is contemplated in an Official Development Plan:	
	Up to 4 000 m ² site area	\$190,100.00
	For each additional 100 m ² of site area or part thereof	\$1,530.00
5	Despite sections 3 and 4 of this Schedule 2, for a site area of 40 000 m ² or more, if the complexity or scope of an amendment with regard to the second or	

subsequent phase of a development is, in the opinion of the Director of Planning, significantly less than that of the first phase by reason of the existence of a land use policy statement or official development plan approved by Council within 10 years preceding the date of the application for the amendment, then the fee for such second or subsequent phase is to be:

For the first 40 000 m² of site area \$742,200.00

For each additional 100 m² of site area or part thereof \$199.00

Reduced Fees for Large Sites with Limited Changes

6 Notwithstanding 3(d) and 4 of this schedule:

For an amendment to the Zoning District Plan to redesignate from an industrial zoning district to a new Comprehensive Development District that relates to a site area of 40 000 m² or greater provided that

- (a) the combined total floor area, of proposed new uses and expanded retail uses, is limited to 20% or less of the total floor area,
- (b) the use of at least 80% of the total floor area remains consistent with the existing zoning schedule and its restrictions on use and density, and
- (c) the maximum floor space ratio for all uses combined remains the same as that in the existing zoning schedule:

For the first 40 000 m² of site area \$176,200.00

For each additional 100 m² of site area or part thereof \$391.00

7 Notwithstanding sections 3(d), 4 and 6 of this schedule:

- (a) For an amendment to the Zoning District Plan to redesignate from a zoning district to a new Comprehensive Development District that is contemplated in an Official Development Plan or that is not contemplated in an Official Development Plan but relates to a site area of 40 000 m² or greater; or
- (b) For an amendment, in terms of permitted uses and regulations, to an existing Comprehensive Development District that is contemplated in an Official Development Plan or that is not contemplated in an Official Development Plan but relates to a site area of 40 000 m² or greater; provided, in both cases,
 - (i) the approved or existing form of development is retained on at least 75% of the site area; or
 - (ii) the floor space ratio of buildings already existing on the site is not increased by more than 25% or 0.5, whichever is the greater; or
 - (iii) the Director of Planning determines that the application is similarly limited in scope having regard to use and form of development:

Up to 4 000 m² site area \$38,400.00

For each additional 100 m² of site area or part thereof \$391.00

Amend CD-1 (One Section Only) \$153,000.00

8 Notwithstanding sections 3, 4 and 6 of this schedule:

For an amendment to an existing CD-1 By-law where no more than one section required amendment \$16,900.00

Higher Building Application Fee

9 Despite any other provision in this schedule 2 to the contrary, the additional fee for an application for a rezoning for a building that will exceed 137m \$46,800.00

Application for Rezoning Advice

10 (a) Fee for reviewing drawings and providing comments pursuant to application for rezoning advice where application for rezoning has not yet been made \$3,250.00

(b) Fee for reviewing drawings and providing comments to an incorporated non-profit society pursuant to application for rezoning advice where application for rezoning has not yet been made \$325.00

EXPLANATION**A By-law to amend Health By-law No 9535
regarding new pesticides**

On July 12, 2016, Council approved proposed amendments to the Health By-law to prohibit certain pesticides. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 26, 2016

BY-LAW NO.

XBF

**A By-law to amend Health By-law No. 9535
regarding new pesticides**

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

1. This by-law amends the indicated provisions of the Health By-law No. 9535.
2. In section 1.2, Council adds the following definition in correct alphabetical order:

“neonicotinoid means a class of synthetic pesticides derived from nicotine that may be applied to seeds, soil and foliage including but not limited to imidacloprid, clothianidin, thiamethoxam, dinotefuran, thiacloprid and acetamiprid;”.

3. Council strikes section 2.9 and replaces it as follows:

“Ban on pesticides

2.9 A person must not apply, or suffer or allow the application of, a pesticide:

- (a) that is a neonicotinoid; or
- (b) that is a registered control product under the Pest Control Products Act (Canada); and

that persons use directly or indirectly to control, destroy, attract, or repel a pest, being:

- (i) an animal, plant, or other organism that is directly or indirectly injurious, noxious, or troublesome, or
- (ii) an injurious, noxious, or troublesome condition or organic function of an animal, plant, or other organism, or to mitigate or prevent any injurious, noxious, or troublesome effects of a pest.”.

4. In section 2.10, Council strikes the words “of a pesticide” and replaces them with “of a pesticide other than a neonicotinoid”.
5. Council strikes Schedule “A” and replaces it with the Schedule “A” attached to this By-law.

Schedule A
Permitted Pesticides

acetic acid	pesticides in aerosol containers
animal repellents except thiram	pesticides registered under the federal Act for application to pets
anti-fouling paints	piperonyl butoxide
antisapstain wood preservatives used on private, industrial land owned by the company or person responsible for applying the preservatives	plant growth regulators
asphalt solids used as pruning paints	polybutene bird repellents
bactericides used in petroleum products	pyrethrins
boron compounds	resmethrin
boron compounds with up to 5% copper for insect control and wood preservation	silica aerogel, also referred to as silica gel, amorphous silica and amorphous silica gel
capsaicin	silicon dioxide, also referred to as diatomaceous earth
cleansers	slimicides
corn cellulose	soaps
corn gluten	sulphur, including lime sulphur, sulphide sulphur and calcium polysulphide
deodorizers	surfactants
d-phenothrin	swimming pool algicides and bactericides
d-trans-allethrin, also referred to as d-cis, trans allethrin	tetramethrin
fatty acids	thymol
ferric phosphate	wood preservatives
ferrous sulphate	zinc strips
formic acid	<i>Bacillus sphaericus</i> , also referred to as Bs
hard surface disinfectants	<i>Bacillus subtilis</i>
insect repellents	<i>Bacillus thuringiensis</i> var. <i>israelensis</i> , also referred to as Bti
insect semiochemicals, including pheromones, kairomones, attractants and repellents	<i>Bacillus thuringiensis</i> var. <i>kurstaki</i> , also referred to as Btk

Schedule A
Permitted Pesticides

insecticides sold and used in tamper resistant bait stations	citric acid
kaolin	copper (oxychloride and tribasic only)
laundry additives	FeHEDTA
material preservatives	ferric sodium EDTA
methoprene	garlic
mineral oils for insect and mite control	lactic acid
naphthalene for fabric protection	<i>Phoma macrostoma</i>
n-octyl bicycloheptene dicarboximide	pyriproxyfen
octenol	<i>Sclerotinia minor</i>
oxalic acid	sodium chloride
paradichlorobenzene for fabric protection	spinosad

EXPLANATION**A By-law to amend the East Fraser Lands
Official Development Plan By-law No. 9393**

Following the public hearing on June 21, 2016, and discussion and decision at the Regular Council meeting on June 28, 2016, Council approved amendments to the East Fraser Lands Official Development Plan By-law No. 9393 regarding affordable housing. The enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 26, 2016

East Fraser Lands Official Development Plan
Re: Affordable housing

ABF

BY-LAW NO. _____

A By-law to amend the East Fraser Lands
Official Development Plan By-law No. 9393

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

1. This By-law amends the indicated provisions of the East Fraser Lands Official Development Plan attached as Schedule A to By-law No. 9393.
2. In section 1.1, Council:
 - (a) strikes out the definition of “affordable housing” and substitutes:

““affordable housing” means “social housing” as defined in the Vancouver Development Cost Levy By-law;”
3. In subsection 3.5.1, Council:
 - (a) strikes out subparagraph (c) and substitutes:

“(c) at least 20% of all dwelling units are to be available for affordable housing;”
 - (b) strikes out subparagraph (e) and substitutes:

“(e) at least 35% of all dwelling units are to be suitable for families with children, in accordance with the Guidelines for High-Density Housing for Families with Children adopted by Council on March 24, 1992;”
4. In subsection 3.5.2, Council:
 - (a) in subparagraph (c)(i), strikes out “having a floor area not to exceed 3 700 m²”;
 - (b) after subparagraph (i), strikes out “and”;
 - (c) after subparagraph (j) strikes out “.” and substitutes “; and”; and
 - (d) after subparagraph (j) adds:

“(k) except that one Gasoline Station - Split Island is permissible in Area 3.”
5. Council strikes out subsection 5.2.1 and substitutes:

“Diverse and affordable housing

5.2.1 With respect to development:

- (a) affordable housing is to comprise at least 20% of all dwelling units and at least 50% of those affordable housing units are to be suitable for families with children;
- (b) units suitable for families with children are to comprise at least 35% of all dwelling units;
- (c) the objectives of affordable housing, subject to finding alternative funding sources, are:
 - (i) for any affordable housing units not occupied by households with incomes below housing income limits (“HILs”), as set out in the current “Housing Income Limits” table published by the British Columbia Housing Management Commission, or equivalent publication, that rents be a maximum of 90% of average market rents for new units with the same number of bedrooms in the area; and
 - (ii) to increase the ratio of affordable housing units occupied by households with incomes below HILs; and
- (d) while there are no specific requirements for market housing, other than for families with children, the objective is to achieve a balanced household mix by accommodating a full range of age and social groups, household types and needs, with particular emphasis on housing suitable for seniors.”

6. In subsection 6.1.1, Council:

- (a) at the end of subparagraph (h), adds “and”;
- (b) at the end of subparagraph (i), strikes out “, and” and substitutes “.”; and
- (c) strikes out subparagraph (j).

7. In subsection 6.1.2, Council:

- (a) strikes out “Area 2 is to include:” and substitutes “Area 2, with the exception of the child care facility referred to in subparagraph (e), is to include:”;
- (b) in subparagraph (e) strikes out “located on Parcel 5B” and substitutes “located in Area 2 or within 250 m of Area 2”;
- (c) at the end of subparagraph (f), adds “and”;

- (d) at the end of subparagraph (g), strikes out “, and” and substitutes “.”; and
 - (e) strikes out subparagraph (h).
8. In subsection 6.1.3, Council:
- (a) strikes out subparagraph (f);
 - (b) at the end of subparagraph (b), adds “(c) Gasoline Station - Split Island”;
 - (c) renames all the subsequent subparagraphs after the new subparagraph (c) in alphabetical order;
 - (d) at the end of re named subparagraph (e), adds “and”;
 - (e) at the end of re named subparagraph (f), strikes out “, and” and substitutes “.”.
9. In subsection 6.1.4, Council:
- (a) at the end of subparagraph (a), adds “and”;
 - (b) at the end of subparagraph (b), strikes out “, and” and substitutes “.”; and
 - (c) strikes out subparagraph (c).
10. In subsection 6.1.5, Council:
- (a) at the end of subparagraph (a), adds “and”;
 - (b) at the end of subparagraph (b), strikes out “, and” and substitutes “.”; and
 - (c) strikes out subparagraph (c).
11. Council strikes out the Figure 17 map and substitutes the Figure 17 map attached hereto as Schedule A.
12. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law

EXPLANATION

**Authorization to enter into a Housing Agreement
Re: 5650 Victoria Drive (the “Lands”)**

Following Public Hearing on May 26, 2015, Council approved in principle the application of the owner of the Lands to rezone the Lands subject to the condition, among others, that the owner first enter into a Housing Agreement with the City pursuant to section 565.2 of the *Vancouver Charter*, for 60 years or the life of the building, whichever is greater, securing all 48 dwelling units proposed in that rezoning application as for-profit affordable rental housing, and otherwise restricting the use of those units as more particularly described in the minutes of that Public Hearing.

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

Director of Legal Services
July 26, 2016

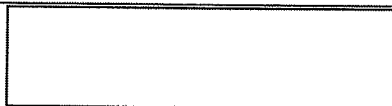
SCHEDULE A

FORM C_V21 (Charge)

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

PAGE 1 OF 19 PAGES

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



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

Thomas Woolley, Barrister and Solicitor
 400-601 West Broadway

604-871-4343
 FILE NO. 149813
 LTO Client No. 12142

Vancouver

BC V5Z 4C2

Deduct LTSA Fees? Yes

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

029-812-623 LOT A BLOCK 16 DISTRICT LOT 394 NWD PLAN EPP37055

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

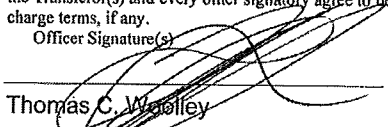
CANADA

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)


 Thomas C. Woolley
 Barrister & Solicitor

400-601 West Broadway, Vancouver,
 B.C. V5Z 4C2

Execution Date		
Y	M	D
16	06	29

Transferor(s) Signature(s)

Bhandal Homes Ltd, by its
 authorized signatory:

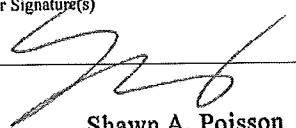

 Name: Amrinder Bhandal

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)



Shawn A. Poisson
Barrister & Solicitor
1900 - 885 West Georgia St.
Vancouver, BC V6C 3H4
Telephone: 604-891-3610

(as to signature of Ronald Farrington)


Execution Date

Y	M	D
16	7	5

Transferor / Borrower / Party Signature(s)

Vancouver City Savings Credit Union
by its authorized signatory(s):

Name: 
Gary Wiebo

Name: 
Ronald Farrington

City of Vancouver by its authorized
signatory:

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		S.219 Covenant, Entire Instrument, Pages 5 to 18

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Priority Agreement granting the above S.219 Covenant priority over Mortgage CA5206174 and Assignment of Rents CA5206175, Page 19

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.

5. TRANSFEROR(S):

Bhandal Homes Ltd. (Incorporation No. BC0867791)

Vancouver City Savings Credit Union - as to the priority agreement

TERMS OF INSTRUMENT - PART 2
"RENTAL 100" HOUSING AGREEMENT AND BUILDING USE COVENANT

5650 Victoria Drive

WHEREAS:

- A. It is understood and agreed that this Agreement will be read as follows:
- (i) the Transferor, Bhandal Homes Ltd., 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 continued under the *Vancouver Charter*, and "Vancouver" when referring to geographic location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner made an application to rezone (the "Rezoning Application") the Lands from C-2 (Commercial) District to CD-1 (Comprehensive Development) District to enable construction of a six-storey mixed-use building with commercial-retail units at grade and 48 secured for-profit affordable rental housing units above.;
- D. After a public hearing on May 26, 2015 (the "Public Hearing") to consider the Rezoning Application, the City's elected council conditionally approved the Rezoning Application subject to the condition that the Owner, among other matters, 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 all residential units as for-profit affordable rental housing units pursuant to Section 3.1A of the Vancouver Development Cost Levy By-law for the longer of 60 years or the life of the building, and subject to the additional conditions set forth in the minutes of the Public Hearing;
- E. The Owner is 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, in satisfaction of the requirements of Section 3.1A of the Vancouver DCL By-law and pursuant to Section 565.2 of the *Vancouver Charter* and 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 "Rental 100" Housing Agreement and Building Use Covenant, including the foregoing recitals and all schedules hereto;
 - (b) "Building Permit" means any building permit issued by the City authorizing the building of a New Building as contemplated by the Rezoning By-law and the Development Permit;

- (c) "City" and "City of Vancouver" have the meaning ascribed to those terms in Recital A(ii);
- (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) "Development Permit" means any development permit issued by the City authorizing the development of the Lands contemplated by the Rezoning By-law;
- (g) "Director of Legal Services" means the chief administrator from time to time of the City's Legal Services Department and her/his successors in function and their respective nominees;
- (h) "Dwelling Unit" means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (i) "Effective Date" means the date as of which this Agreement has been executed by all parties to it;
- (j) "For-Profit Affordable Rental Housing" means a building containing multiple Dwelling Units which meets the requirements of Section 3.1A of the Vancouver DCL By-law to be for-profit affordable rental housing, but does not include alterations of or extensions to those Dwelling Units, and "For-Profit Affordable Rental Housing Unit" means any Dwelling Unit within such a building; PROVIDED, HOWEVER, that if the definition of For-Profit Affordable Rental Housing applicable at the time when a Building Permit is issued differs from the foregoing, the definition applicable at the time of Building Permit issuance will apply;
- (k) "Land Title Act" means the Land Title Act, R.S.B.C. 1996, c. 250;
- (l) "Lands" means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 of the Form C - General Instrument - Part 1, and includes any 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, judgements, builders liens, 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) "New Building" means any new building or structure to be built on the Lands as contemplated by the Rezoning By-law and 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 Rezoning By-law and the Development Permit;

- (p) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any building, development or partial development on the Lands issued after the Effective Date;
- (q) "Owner" means the registered owner of the Lands as of the Effective Date, namely Bhandal Homes Ltd., and its successors and permitted assigns;
- (r) "Public Hearing" has the meaning ascribed to that term in Recital D;
- (s) "Related Person" means, where the registered or beneficial owner of Rental Housing 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 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 arm's length, for use as rental accommodation on a month-to-month basis or longer 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;
- (u) "Replacement Dwelling Unit" has the meaning ascribed to that term Section 2.1(c);
- (v) "*Residential Tenancy Act*" means the Residential Tenancy Act S.B.C. 2002, c. 78;
- (w) "Rezoning Application" has the meaning ascribed to that term in Recital C;
- (x) "Rezoning By-law" means the CD-1 By-law enacted as a result of the Rezoning Application;
- (y) "Term" means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
 - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; or

- (ii) the date as of which the New Building is demolished or substantially destroyed;
- (z) "Vancouver" has the meaning ascribed to that term in Recital A(ii);
- (aa) "Vancouver Charter" means the Vancouver Charter S.B.C. 1953, c. 55; and
- (bb) "Vancouver DCL By-law" means the City's Vancouver Development Cost Levy By-law No. 9755.

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 Effective Date and to subsequent amendments to or replacements of the statute or regulations.
- (f) Legislation. Any reference to a statute or by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute, by-law and regulations that may be passed which have the effect of supplementing or superseding such statutes, by-laws and regulations.
- (g) Time. Time will 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 will be local Vancouver, British Columbia time.

**ARTICLE 2
USE OF LANDS AND NEW BUILDING**

- 2.1 The Owner covenants and agrees with the City, in respect of the use of the Lands and the construction and use of the New Building, that:
- (a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
 - (b) it will construct, fit and finish the New Building containing commercial/retail units at grade and Dwelling Units above, and related amenity and parking spaces, in accordance with this Agreement, the conditions of enactment of the Rezoning By-law, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
 - (c) throughout the Term, all Dwelling Units in the New Building will be used only for the purpose of providing For-Profit Affordable Rental Housing, and if the New Building is destroyed or demolished before the end of the Term, then any replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than the same number and type of replacement Dwelling Units as the New Building formerly contained, which replacement Dwelling Units will also be used only for the purpose of providing For-Profit Affordable Rental Housing (each such replacement Dwelling Unit hereinafter referred to as a "Replacement Dwelling Unit"), in accordance with the terms of this Agreement and the applicable by-laws of the City;
 - (d) throughout the Term, it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any Dwelling Unit in the New Building (or Replacement Dwelling Unit, as applicable) for a term of less than one month at a time;
 - (e) throughout the Term, not less than 29% of the Dwelling Units in the New Building units must have two or more bedrooms and be designed to meet the City's High-Density Housing for Families with Children Guidelines. The remainder of the Dwelling Units in the New Building will be one bedroom and studio units. Any changes to that unit mix may be made only with the express prior written approval of the Managing Director of Social Development;
 - (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 of the Dwelling Units in the New Building (or any Replacement Dwelling Unit, as applicable) to be sold or otherwise transferred unless beneficial and registered title to every one of the Dwelling Units in the New Building (or each Replacement Dwelling Unit, as applicable) is sold or otherwise transferred together and as a block to the same legal and beneficial owner, and subject to Section 8.8;
 - (g) throughout the Term, it will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided by subdivision plan or strata plan;
 - (h) throughout the Term, any sale of any Dwelling Unit in the New Building (or any Replacement Dwelling Unit, as applicable) in contravention of the covenant in

Section 2.1(f), and any subdivision of the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in 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) throughout the Term, it will keep and maintain the New Building (or any replacement building(s) on the Lands, as applicable) and all parts thereof in good repair, reasonable wear and tear excepted, and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings;
- (j) throughout the Term, if the New Building or any part thereof is damaged, it will promptly restore and repair it whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred;
- (k) throughout the Term, it will insure the New Building (or any replacement building(s) on the Lands, as applicable) to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;
- (l) as of the Effective Date, the rents proposed to be charged by the Owner for the Dwelling Units in the New Building are as set forth in rent roll attached hereto as Schedule A;
- (m) throughout the Term, no Dwelling Unit (or Replacement Dwelling Unit, as applicable) will be rented to, used or occupied by a Related Person;
- (n) the rent charged for each Dwelling Unit as of initial occupancy will not be increased before the one year anniversary of that date even if there is a change in occupancy during that year; and
- (o) in the event of the substantial or complete destruction or demolition of the New Building prior to the 60 year anniversary of the issuance of the final Occupancy Permit, it will promptly take all steps reasonably necessary to enable it to build a replacement building or buildings on the Lands, which building(s) will be subject to the same use restrictions as the New Building pursuant to this Agreement for the duration of the Term.

ARTICLE 3 BUILDING PERMIT RESTRICTION ON THE LANDS

- 3.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:
- (a) the Lands and the New Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Building Permit, and will take no action, directly or indirectly, to compel the issuance of any Building Permit, until such time as the Owner has delivered a rent roll to, and to the satisfaction of, the Managing Director of Social Development confirming the rents proposed to be charged to the first occupants of the Dwelling Units in the New Building following issuance of the Occupancy Permit, and the unit

type mix and sizes, which rents, unit type mix and sizes shall comply with those applicable to the For-Profit Affordable Rental Housing to which this Agreement applies, as of the date when the Building Permit is issued; and

- (ii) the City will be under no obligation to issue any Building Permit until such time as the Owner has complied with Section 3.1(a)(i); and
- (b) without limiting the general scope of Article 6, 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 a Building Permit until there is compliance with the provisions of this Article 3.

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 New Building, that:

- (a) the Lands and the New 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 New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit until such time as the Owner has delivered, to the satisfaction of the Managing Director of Social Development:
 - (A) a rent roll confirming the rents to be charged to the first occupants of the Dwelling Units in the New Building following issuance of the Occupancy Permit, and the unit type mix and sizes, which rents, unit type mix and sizes shall comply with those applicable to the For-Profit Affordable Rental Housing to which this Agreement applies, as of the date when the Occupancy Permit is issued; and
 - (B) proof of the insurance required to be taken out pursuant to Section 2.1(k);
 - (ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 4.1(a)(i); and
- (b) without limiting the general scope of Article 6, 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, occupancy and rental rates charged of/for the Dwelling Units in the New Building (and any Replacement Dwelling Unit, as applicable) as For-Profit Affordable Rental Housing, such records to be to the satisfaction of the Managing Director of Social Development. At the request of the

Managing Director of Social Development, from time to time, the Owner will:

- (a) make these records available for inspection and copying by City staff, subject to applicable restrictions in any tenancy, privacy and other laws which place limitations on such disclosure; and
- (b) provide evidence of the insurance required to be taken out pursuant to Section 2.1(k).

**ARTICLE 6
RELEASE AND INDEMNITY**

6.1 Release and Indemnity. Subject to Section 6.2, 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 New Building;
 - 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;
- (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; and
- (c) The indemnities in this Article 6 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

6.2 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 6.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 6.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 6.2(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 6.2(b); and
- (c) Regardless of whether the claim is being defended under Section 6.2(a) or Section 6.2(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.
- (b) Survival of Release and Indemnities. The release and indemnities in this Article 6 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 7
NOTICES**

- 7.1 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, will be in writing and will be given by registered mail or personal delivery, addressed as set forth below. Any such notice, demand or request will be deemed given:
- (a) 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
 - (b) if personally delivered, on the date when delivered.

If to the City, addressed to:

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

Attention: Managing Director of Social Development with a concurrent copy to the Director of Legal Services

If to the Owner, addressed to:

Bhandal Homes Ltd.
5719 Joyce Street
Vancouver, British Columbia
V5R 4H8

Attention: President

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 8
MISCELLANEOUS**

- 8.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto.
- 8.2 Enurement. This Agreement will enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement will enure to the benefit of and be binding upon the Owner and its successors and assigns.

- 8.3 **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 will be entitled to court costs on a solicitor and own client basis.
- 8.4 **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.
- 8.5 **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 Roads and the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 8.6 **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.
- 8.7 **Further Assurances.** Each party will 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 including all 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*.
- 8.8 **Sale of Lands or New Building.** Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof (other than the transfer of an interest by way of mortgage, where the mortgagee has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage), subject always to Section 2.1(f), the Owner will cause the purchaser/transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of the Owner under this Agreement. The provisions in this Section 8.8 will apply equally to all subsequent purchasers/transferees (other than a mortgagee that has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage).
- 8.9 **Owner's Representations.** 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.
- 8.10 Agreement to be a First Charge. The Owner agrees to cause, at its sole cost and expense, 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 any rezoning or any 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.

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

SCHEDULE A
Rent Roll

Unit #	Type of Unit (no. of BRS)	Size of Unit	Monthly Rental Rate	
1	201	1-Bedroom	545 sf	\$1,675.00
2	202	2-Bedroom	750 sf	\$2,084.00
3	203	1-Bedroom	575 sf	\$1,675.00
4	204	1-Bedroom	565 sf	\$1,675.00
5	205	Studio	357 sf	\$1,260.00
6	206	2-Bedroom	813 sf	\$2,084.00
7	207	2-Bedroom	840 sf	\$2,084.00
8	208	1-Bedroom	572 sf	\$1,675.00
9	209	1-Bedroom	572 sf	\$1,675.00
10	210	1-Bedroom	570 sf	\$1,675.00
11	301	1-Bedroom	545 sf	\$1,675.00
12	302	2-Bedroom	750 sf	\$2,084.00
13	303	1-Bedroom	575 sf	\$1,675.00
14	304	1-Bedroom	565 sf	\$1,675.00
15	305	Studio	357 sf	\$1,260.00
16	306	2-Bedroom	813 sf	\$2,084.00
17	307	2-Bedroom	840 sf	\$2,084.00
18	308	1-Bedroom	572 sf	\$1,675.00
19	309	1-Bedroom	572 sf	\$1,675.00
20	310	1-Bedroom	570 sf	\$1,675.00
21	401	1-Bedroom	545 sf	\$1,675.00
22	402	2-Bedroom	750 sf	\$2,084.00
23	403	1-Bedroom	575 sf	\$1,675.00
24	404	1-Bedroom	565 sf	\$1,675.00
25	405	Studio	357 sf	\$1,260.00
26	406	2-Bedroom	813 sf	\$2,084.00
27	407	2-Bedroom	840 sf	\$2,084.00
28	408	1-Bedroom	572 sf	\$1,675.00
29	409	1-Bedroom	572 sf	\$1,675.00
30	410	1-Bedroom	570 sf	\$1,675.00

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"Rental 100" Housing Agreement and Building Use Covenant
5650 Victoria Drive

31	501	1-Bedroom	545 sf	\$1,675.00
32	502	2-Bedroom	750 sf	\$2,084.00
33	503	1-Bedroom	575 sf	\$1,675.00
34	504	1-Bedroom	565 sf	\$1,675.00
35	505	Studio	357 sf	\$1,260.00
36	506	2-Bedroom	813 sf	\$2,084.00
37	507	2-Bedroom	756 sf	\$2,084.00
38	508	1-Bedroom	572 sf	\$1,675.00
39	509	1-Bedroom	572 sf	\$1,675.00
40	510	1-Bedroom	570 sf	\$1,675.00
41	601	2-Bedroom	681 sf	\$2,084.00
42	602	1-Bedroom	518 sf	\$1,675.00
43	603	1-Bedroom	514 sf	\$1,675.00
44	604	1-Bedroom	548 sf	\$1,675.00
45	605	2-Bedroom	748 sf	\$2,084.00
46	606	1-Bedroom	507 sf	\$1,675.00
47	607	1-Bedroom	508 sf	\$1,675.00
48	608	1-Bedroom	429 sf	\$1,675.00

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority Agreement:

- (a) **"Existing Charges"** means the Mortgage registered under number CA5206174, and Assignment of Rents registered under number CA5206175;
- (b) **"Existing Chargeholder"** means Vancouver City Savings Credit Union;
- (c) **"New Charges"** means the Section 219 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 Charges to the City; and
- (ii) agrees with the City that the New Charges charge the Lands in priority to the Existing Charges in the same manner and to the same effect as if the Owner had granted the New Charges, and they had been registered against title to the Lands, prior to the grant or registration of the Existing Charges or the advance of any money under the Existing Charges.

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

END OF DOCUMENT

EXPLANATION

Heritage Designation By-law Re: 6158 East Boulevard Street

At a public hearing on July 19, 2016, Council approved a recommendation to designate the structure and exterior envelope and exterior building materials of a building at 6158 East Boulevard Street as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
July 26, 2016

6158 East Boulevard Street
Kirkland's Metal Shop

ABF

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 of
existing building's front
façade (west side) and
portions of the north and
south facades of building
envelope and exterior
building materials of
heritage building
(Kirkland's Metal Shop)

6158 East Boulevard
Street
Vancouver, B.C.

PID: 011-187-557
LOT 19 OF LOT 4
BLOCK 2
DISTRICT LOT 526
PLAN 5309

PID: 011-187-565
LOT 20 OF LOT 4
BLOCK 2
DISTRICT LOT 526
PLAN 5309

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 _____, 2016

Mayor

City Clerk

EXPLANATION

**Authorization to enter into a
Heritage Revitalization Agreement
Regarding 6158 East Boulevard Street**

Following a public hearing on July 19, 2016, Council resolved to enter into a By-law to authorize an agreement regarding 6158 East Boulevard Street, pursuant to Section 592 of the *Vancouver Charter*. Enactment of the attached By-law will achieve this.

Director of Legal Services
July 26, 2016

6158 East Boulevard Street
Kirkland's Metal Shop

ABF

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 6158 East Boulevard Street, and the following legal description:

PID: 011-187-557
LOT 19 OF LOT 4
BLOCK 2
DISTRICT LOT 526
PLAN 5309

PID: 011-187-565
LOT 20 OF LOT 4
BLOCK 2
DISTRICT LOT 526
PLAN 5309

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.

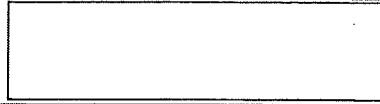
NOW THEREFORE THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

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.

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

1464909588 PAGE 1 OF 18 PAGES

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



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

LTO Client number: 10647
 Phone number: 604.829.2001
 Matter number: 15-1186

Deduct LTSA Fees? Yes

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

SEE SCHEDULE

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):

**BOGNER KERRISDALE PROPERTIES INC. (INCORPORATION NO. BC0985750)
 BOULEVARD HOLDINGS LTD. (INCORPORATION NO. BC0076524), AS TO PRIORITY**

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

CITY OF VANCOUVER

453 WEST 12TH AVENUE
 VANCOUVER

BRITISH COLUMBIA
 CANADA

V5Y 1V4

7. ADDITIONAL OR MODIFIED TERMS:
 N/A

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

Officer Signature(s)

BARRY G. GRABOWSKI
 Lawyer & Notary
 COHEN-BUCHAN EDWARDS LLP
 208 - 4940 No. 3 ROAD
 RICHMOND, BC CANADA V6X 3A5
 TELEPHONE: 604-273-6411

Execution Date		
Y	M	D
16	06	08

Transferor(s) Signature(s)

**BOGNER KERRISDALE
 PROPERTIES INC. by its
 authorized signatory(ies):**

Print Name: Leon S. BOGNER

Print Name: _____

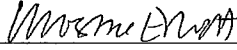
OFFICER CERTIFICATION:

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)



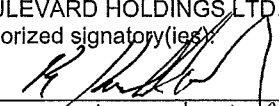
Christine Elliott, Solicitor
5851 Prince Edward Street
Vancouver, B.C. V5W 2X8
Tel: 604-802-4460 Fax: 604-677-5720
E-mail: cellott@vancitylaw.com

Execution Date

Y	M	D
16	06	28

Transferor / Borrower / Party Signature(s)

BOULEVARD HOLDINGS LTD. by its
authorized signatory(ies):


Print Name: FEN KIRKLAND

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
16		

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

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

011-187-557 LOT 19 OF LOT 4 BLOCK 2 DISTRICT LOT 526 PLAN 5309

STC? YES

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

011-187-565 LOT 20 OF LOT 4 BLOCK 2 DISTRICT LOT 526 PLAN 5309

STC? YES

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

STC? YES

LAND TITLE ACT
FORM E

SCHEDULE

PAGE 5 OF 18 PAGES

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Section 219 Covenant Article 2
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		granting the above Section 219 Covenant priority over Mortgage CA3520883 Page 18
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Section 219 Covenant Article 4
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		granting the above Section 219 Covenant priority over Mortgage CA3520883 Page 18
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Statutory Right of Way		Article 5
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		granting the above Statutory Right of Way priority over Mortgage CA3520883 Page 18

LAND TITLE ACT
FORM E
SCHEDULE

NATURE OF INTEREST
Equitable Charge

CHARGE NO.

ADDITIONAL INFORMATION

Article 6

NATURE OF INTEREST
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION

granting the above Equitable Charge priority over
Mortgage CA3520883

Page 18

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

TERMS OF INSTRUMENT - PART 2
HERITAGE REVITALIZATION AGREEMENT

WHEREAS:

- A. The Owner (as herein defined) is the registered and beneficial owner of that parcel of land at 6158 East Boulevard Street in the City of Vancouver (the "Lands") which has the legal description shown in the Form C - Part 1 part of this document.
- B. There is a building (the "Existing Building") situated on the Lands, known as the "Kirkland Metal Shop", which has an exterior façade that is considered to be of heritage value (the "Heritage Façade").
- C. The Owner wishes to develop the Lands by:
- (i) restoring and rehabilitating the Heritage Façade on the west side of the Existing Building;
 - (ii) constructing a new strata residential building behind the Heritage Façade to replace portions of the Existing Building;
- and under development permit application No. DE419324 (the "DP Application") has applied to the City for a development permit for that purpose.
- D. The Owner proposes that, in exchange for a number of variances to the City of Vancouver ("City") *Zoning & Development By-law* needed for the proposed project as contemplated under the DP Application, the Owner will enter into this heritage revitalization agreement with the City to be registered on title to the Lands, accept the adding of the Existing Building to the City's Heritage Register, in the 'B' category therein, and accept the designation of the Heritage Façade as protected heritage property under the provisions of the *Vancouver Charter* SBC 1953 c.55.

THEREFORE, pursuant to Section 592 of the *Vancouver Charter* SBC 1953 c.55, and in consideration of the payment ten dollars (\$10.00) by the City to the Owner, the mutual obligations and benefits given herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
DEFINITIONS

- 1.1 **Definitions.** In this agreement, unless explicitly used differently elsewhere herein, the terms defined in this section have the meanings given to them here:
- (a) "City" means the municipality of the City of Vancouver continued under the *Vancouver Charter* and "City of Vancouver" means its geographic location and area;

- (b) "Conservation Plan" means a written plan and guidelines prepared by and/or under the supervision of a Heritage Consultant and explicitly accepted by the City for the rehabilitation and conservation of the Heritage Facade as provided for hereunder;
- (c) "Development" means the proposed development project as described above in the introductory paragraphs hereto to restore and rehabilitate the Heritage Facade on the west side of the Existing Building and construct a strata residential building behind the Heritage Facade to replace portions of the Existing Building pursuant to the DP Application;
- (d) "Development Permit" means any development permit(s) issued by the City under the DP Application in respect of the Development, as such permit(s) may be modified or amended from time to time, including, without limitation, all final reports, plans, drawings and specifications relating thereto and any amendments thereof;
- (e) "Director of Planning" means City's Director of Planning appointed under the provisions of the *Vancouver Charter*;
- (f) "DP Application" has the meaning given above in the introductory paragraphs hereto;
- (g) "Existing Building" has the meaning given above in the introductory paragraphs herein;
- (h) "Heritage Consultant" means an independent, heritage building rehabilitation and conservation expert, knowledgeable and experienced in and duly qualified for planning and supervising rehabilitation and conservation work for heritage buildings;
- (i) "Heritage Designation" means the City's designation of the Heritage Facade of the Existing Building as protected heritage property pursuant to section 593 of the *Vancouver Charter*;
- (j) "Heritage Facade" has the meaning given above in the introductory paragraphs hereto;
- (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;
- (l) "*Land Title Act*" means the *Land Title Act*, R.S.B.C. 1996, c.250;
- (m) "New Building" means the new strata residential building to be constructed behind the Heritage Facade to replace portions of the Existing Building contemplated for construction on the Lands under the DP Application as described in the introductory paragraphs hereto;
- (n) "Owner" means the registered owner or owners of the Lands and the successors and assigns thereof and, without limitation, if the Lands are subdivided by way of a Heritage Revitalization Agreement - Kirkland Metal Shop
6158 East Boulevard Street

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) "*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;
- (r) "*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 FACADE

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 later of the date upon which City Council enacts the by-law to effect the Heritage Designation and the date of registration of this agreement, 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 rehabilitate or cause the rehabilitation of the Heritage Façade and shall do so in accordance with this agreement, the Development Permit and the Conservation Plan (the "Rehabilitation Work");
 - (ii) shall ensure that a Heritage Consultant supervises the Rehabilitation Work;
 - (iii) shall ensure that, at all times during the carrying out of the Rehabilitation Work, the Existing Building, Heritage Façade and New Building are 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 the New Building or any part thereof and nobody will apply for or take any other action to compel the City, and, notwithstanding that the New Building may be ready for occupancy, the City will be under no obligation to issue any occupancy permit for 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 any time any occupancy permit(s) issued for 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 the New Building vacates it immediately on such revocation of occupancy permit(s), and if anyone continues to occupy any portion of any part of the New Building in contravention of such revocation, this agreement and any applicable City bylaws, the City, at the Owner's expense, may pursue all remedies available to it, including, without limitation, injunctive relief, to ensure that the New Building is vacated and unoccupied in accordance with this agreement;
- (d) after completion of the Rehabilitation Work in accordance herewith, the Owner, at the Owner's expense, will do all things reasonably necessary to conserve the Heritage Facade 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 Existing Building and the New Building, including the Heritage Façade, insured to 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 any time to renovate, alter, modify or reconfigure or that will result in any alteration, modification or reconfiguration of the Heritage Facade 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 any time 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

{00290318v2}

Heritage Revitalization Agreement - Kirkland Metal Shop
6158 East Boulevard Street

Heritage Facade 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 Facade 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 facade, 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 Facade, as the case may be, the anticipated market value of the repaired or replicated facade, 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 Facade, 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 Facade, then, by explicit written notification, the City will consent to the Owner's wish to not repair or replicate the Heritage Façade 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 any time, 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 Facade 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 New Building, the City, in its discretion, may issue occupancy permits therefor and, on that basis, the New Building may be occupied prior to the time that the Rehabilitation Work is completed in accordance herewith, provided:
- (a) the Owner duly applies to the City for any and all occupancy permits required therefor and pays all fees required therefor;
 - (b) this agreement has been fully registered in the Land Title Office to the City's satisfaction;
 - (c) the City has issued a building permit and/or heritage alteration permit in respect of the Rehabilitation Work;
 - (d) all legal requirements for occupancy of the New Building have been fulfilled;
 - (e) the Owner has delivered to the City, in all respects to the City's satisfaction, a letter of credit in the amount equal to one hundred and twenty percent (120%) of the then estimated cost to complete the Rehabilitation Work, with such estimate to be made in writing by the Consultant and explicitly accepted in writing by the City;
 - (f) the Owner, at the time of application for any such occupancy permits, is not, in the City's opinion, in breach of any of its obligations under this agreement or any other agreement between the City and the Owner with respect to the New Building and/or the Lands; and
 - (g) the City, in its opinion, is satisfied that the Rehabilitation Work is being carried out diligently.
- 3.2 All letters of credit required under this Article will be issued by a Schedule I Canadian chartered bank or other financial institution acceptable to the City's Director of Legal Services and will be unconditional, irrevocable and self-renewing and otherwise in a form and content which is acceptable to the City and will be provided for a period of one (1) year with a provision for an automatic renewal or extension without amendment from year to year.
- 3.3 The City may call upon the letter or letters of credit provided to it pursuant to the preceding paragraphs herein and apply the proceeds therefrom for any purpose and in any manner it may choose in connection with the Rehabilitation Work, if:
- (a) the bank issuing the letter of credit refuses to extend or renew the expiry date of the letter of credit;

- (b) the Owner becomes insolvent or commits any act of bankruptcy or becomes bankrupt or takes the benefit of any act or legislation that may be enforced for bankrupt or insolvent debtors;
 - (c) the Owner, in the City's opinion, has not been diligently carrying out the Rehabilitation Work; or
 - (d) the City in any way undertakes all or any part of the Rehabilitation Work pursuant to this agreement.
- 3.4 Within a reasonable time of the Owner's request after completion of the Rehabilitation Work in accordance with this agreement, the City will, as the case may be, return to its issuer any letter of credit provided to the City hereunder or, if the City has called upon the letter of credit, deliver to the Owner any remaining balance therefrom.

**ARTICLE 4
SECTION 219 COVENANT - NO SEPARATE SALE**

- 4.1 Pursuant to Section 219 of the Land Title Act, the Owner covenants and agrees, as a covenant and agreement running with, charging and binding the Lands, that no portion of the Lands will at any time be sold separately from any other portion of the Lands and that all of the Lands, including, without limitation, any strata lots created in the New Building, will be owned at all times by the same person or persons.
- 4.2 Within a reasonable time of the Owner's request after the Rehabilitation Work has been completed in accordance with this agreement, the City, at the Owner's expense, will discharge from title to the Lands the Section 219 covenant contained in this Article 4.

**ARTICLE 5
STATUTORY RIGHT OF WAY**

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

**ARTICLE 6
DEBTS OWED TO CITY**

- 6.1 If the City, pursuant to this agreement, enters upon the Lands or any of them to perform any of the Owner's obligations hereunder to carry out the Rehabilitation Work or to conserve, repair or replace or replicate the Heritage Facade:
- (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 Facade, plus twenty percent (20%) of such costs as fair compensation for the City's overhead, and any such amounts the Owner does not pay or fails to pay to the City forthwith on demand will bear interest, until paid in full, at the prime lending rate at the Bank of Montreal's main branch in the City of Vancouver, plus three percent (3%), calculated monthly and not in advance.

**ARTICLE 7
EQUITABLE CHARGE**

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

**ARTICLE 8
BY-LAW VARIATIONS**

- 8.1 The C-2 Zoning District Schedule to the *Zoning & Development By-law* is hereby varied as follows for the Lands, for purposes of the Development:
- (a) Section 4.3.1(b) is varied so that the southeast corner of the roof over the fifth floor terrace of the New Building is permitted to have a maximum height of 17.3 metres (56.75 feet);
 - (b) Section 4.3.1(c) is varied so that the roof over the entry to the southeast private terrace of the New Building is permitted to have a maximum height of 19.8 metres (65.12 feet);
 - (c) Section 4.4.1 is varied so that the Director of Planning may permit a front yard other than as prescribed in Section 4.4.1;
 - (d) Section 4.7.1(a) is varied so that it provides that the overall density shall not exceed a floor space ratio of 3.09 (approximately 3,577 m² (38,501 sq. ft.));
- Heritage Revitalization Agreement - Kirkland Metal Shop
6158 East Boulevard Street

- (e) Section 4.7.1(b) is varied so that it provides that the dwelling density when in conjunction with other uses shall not exceed a floor space ratio of 2.83 (approximately 3,269 m² (35,191 sq. ft.)); and
- (f) Section 4.7.1(b) is varied so that it provides that the dwelling density above the first storey shall not exceed a floor space ratio of 2.57 (approximately 2,970 m² (31,972 sq. ft.)).

**ARTICLE 9
SUBDIVISION**

- 9.1 **Subdivision.** If the Lands are subdivided at any time hereafter either under the provisions of the *Land Title Act* or under the *Strata Property Act* or under other similar legislation enacted from time to time then upon the deposit of a plan of subdivision, strata plan, or similar plan as the case may be:
 - (a) subject to Section 9.2 herein, the rights and benefits of this agreement herein granted will be annexed to and run with each of the new parcels, lots, or other subdivided parcels and areas so created; and
 - (b) subject to Section 9.2 herein, the burdens, obligations, covenant, statutory right of way and Equitable Charge contained in this agreement will continue to charge each of the new parcels, lots, or other subdivided parcels and areas so created.
- 9.2 **Subdivision by Strata Plan.** If the Lands, or any portion thereof, are subdivided by a strata plan, this agreement will charge title to the strata lots and the common property comprising such strata plan and:
 - (a) the Section 219 Covenant and obligations therein and the Statutory Right of Way and Equitable Charge granted herein will be registered against each individual strata lot and noted on the common property sheet;
 - (b) the strata corporation or the strata corporations created will perform and observe the Owner's covenants in this agreement, solely at the expense of the strata lot owners; and
 - (c) the liability of each strata lot owner for the performance and observance of the Owner's covenants herein will be in proportion to the unit entitlement of his, her or its strata lot as established by the strata plan,

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

ARTICLE 10
NOTICES

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

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

(b) if to the City:

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

Attention: City Clerk and Director of Legal Services,

or to such other address in Canada as any party may specify in writing to the other parties, provided that if and when the owner of the Lands or any part thereof should change, then to the address as set out in the State of Title Certificate for the Lands or such part thereof, and such notice will be deemed to have been received, if delivered, on the date of delivery, and if mailed as aforesaid within Canada then on the third (3rd) business day following its mailing, provided that if mailed, should there be between the time of the mailing and the actual receipt of the notice, a mail strike, slowdown or other labour dispute which might affect delivery of such notice, then such notice will only be effective if and when actually delivered.

ARTICLE 11
GENERAL

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

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

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

11.4 **Waiver.** No failure on the part of the City to exercise and no delay in exercising any right under this agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies

stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.

- 11.5 **Time of Essence.** Time will be of the essence in respect of this agreement.
- 11.6 **Enurement.** This agreement shall enure to the benefit of and be binding upon the Owner and its successors and trustees, and this agreement shall charge and run with the Lands and with any parcel, lot or part into which the Lands may be subdivided or consolidated and shall enure to the benefit of and be binding upon the Owner's successors in title and trustees and successors and all parties claiming through such owners.
- 11.7 **City's Other Rights and Obligations.** Nothing contained or implied in this agreement will derogate from the obligations of the Owner under any other agreement with the City or prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* and the rights, powers, duties and obligations of the City under all other laws, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this agreement had not been executed and delivered by the Owner and the City.
- 11.8 **Headings.** The division of this agreement into articles, sections and paragraphs and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this agreement.
- 11.9 **Number.** Words contained herein importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.
- 11.10 **Governing Law.** This agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
- 11.11 **Severability.** All provisions of this agreement are severable in that if any court or other lawful authority having jurisdiction to decide the matter finds for any reason that one or more of them is void or unenforceable, then such void or unenforceable provisions will be severed from this agreement and all other provisions herein will continue to be binding and enforceable.
- 11.12 **City Approvals.** In this agreement, where City "approval", "acceptance", "consent" or similar authorization or agreement is required, unless provided for otherwise in this agreement, such "approval", "acceptance", "consent" or similar City agreement or authority must be provided in writing, by the City departments, employees, officers or designates, as the case may be, that are authorized to provide such "approval", "acceptance", "consent" or similar authorization or agreement. Any purported "approval", "acceptance" "consent" or similar authorization or agreement provided by a City department, employee, officer or designate, as the case may be, that is not authorized to provide the same, shall be of no force or effect.

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

{00290318v2}

Heritage Revitalization Agreement - Kirkland Metal Shop
6158 East Boulevard Street

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA3520883;
- (b) "Existing Chargeholder" means BOULEVARD HOLDINGS LTD.;
- (c) "New Charges" means the Section 219 Covenant, the Statutory Right of Way and the Equitable Charge and contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

END OF DOCUMENT

EXPLANATION**Heritage Designation By-law
Re: 2050 South West Marine Drive**

At a public hearing on July 19, 2016, Council approved a recommendation to designate the structure and exterior envelope and exterior building materials of a building at 2050 South West Marine Drive as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
July 26, 2016

2050 South West Marine Drive
Wilmar Residence and Wilmar Coach House

ABF

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 and exterior
building materials of
the heritage house
("Wilmar Residence")
and of the heritage
coach house ("Wilmar
Coach House")

2050 South West Marine Drive
Vancouver, B.C.

PID: 011-172-371
Lot 3
Block 12
District Lots 316
and 317
Plan 5350

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 _____, 2016

Mayor

City Clerk

EXPLANATION

**Authorization to enter into a
Heritage Revitalization Agreement
Regarding 2050 South West Marine Drive**

Following a public hearing on July 19, 2016, Council resolved to enter into a By-law to authorize an agreement regarding 2050 South West Marine Drive, pursuant to Section 592 of the *Vancouver Charter*. Enactment of the attached By-law will achieve this.

Director of Legal Services
July 26, 2016

2050 South West Marine Drive
Wilmar Residence and Wilmar Coach House

ABF

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 2050 South West Marine Drive, and the following legal description:

PID: 011-172-371
Lot 3
Block 12
District Lots 316 and 317
Plan 5350

contains heritage buildings.

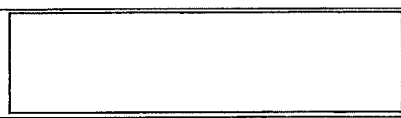
Council is of the opinion that the buildings have sufficient heritage value to justify their conservation, and Council and the owner of the property have agreed to facilitate such conservation, by agreeing to the terms and conditions set out in the attached Heritage Revitalization Agreement.

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.

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)
Heidi Granger, Solicitor
City of Vancouver
453 West 12th Avenue
Vancouver BC V5Y 1V4
LTO Client number: 10647
Phone number: 604.829.2001
Matter number: 13-0061
Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]
011-172-371 LOT 3 BLOCK 12 DISTRICT LOTS 316 AND 317 PLAN 5350
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):
1043823 B.C. LTD. (INCORPORATION NO. BC01043823)
CANADIAN WESTERN BANK, AS TO PRIORITY

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)

BRENDAN J. PIOVESAN
BARRISTER & SOLICITOR
700 - 401 WEST GEORGIA STREET
VANCOUVER, B.C. V6B 5A1
TEL: (604) 682-3684

Execution Date		
Y	M	D
16	06	06

Transferor(s) Signature(s)
1043823 B.C. LTD., INC. by its authorized signatory(ies):

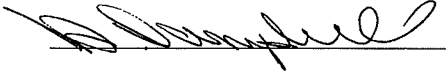
Print Name:
Print Name:

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)



SHELLY D. CAMPBELL
A Commissioner for taking
Affidavits for British Columbia
22nd Floor 666 Burrard Street
Vancouver, B.C. V6C 2X8
Expires March 31, 2017

Execution Date

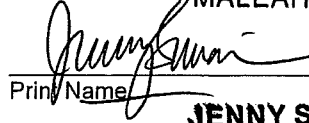
Y	M	D
16	06	06

Transferor / Borrower / Party Signature(s)

CANADIAN WESTERN BANK by its
authorized signatory(ies):



Print Name: **MALEAH MEAKIN**



Print Name: **JENNY SIMAN**

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
16		

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

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Section 219 Covenant Article 2
NATURE OF INTEREST Priority Agreement	CHARGE NO.	ADDITIONAL INFORMATION granting the above Section 219 Covenant priority over Mortgage CA4862237 and Assignment of Rents CA4862238 Page 20
NATURE OF INTEREST Covenant	CHARGE NO.	ADDITIONAL INFORMATION Section 219 Covenant Article 4
NATURE OF INTEREST Priority Agreement	CHARGE NO.	ADDITIONAL INFORMATION granting the above Section 219 Covenant priority over Mortgage CA4862237 and Assignment of Rents CA4862238 Page 20
NATURE OF INTEREST Statutory Right of Way	CHARGE NO.	ADDITIONAL INFORMATION Article 5
NATURE OF INTEREST Priority Agreement	CHARGE NO.	ADDITIONAL INFORMATION granting the above Statutory Right of Way priority over Mortgage CA4862237 and Assignment of Rents CA4862238 Page 20

LAND TITLE ACT
FORM E

SCHEDULE

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Equitable Charge		Article 6
Priority Agreement		granting the above Equitable Charge priority over Mortgage CA4862237 and Assignment of Rents CA4862238 Page 20
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

TERMS OF INSTRUMENT - PART 2
HERITAGE REVITALIZATION AGREEMENT

WHEREAS:

- A. The Owner (as defined herein) is the registered owner of the parcel of land at 2050 Southwest Marine Drive in City of Vancouver (the "Lands") which has the legal description shown in the Form C - Part 1 part of this document.
- B. There are two buildings situated on the Lands:
- a. the "Wilmar Residence", which is considered to be of heritage value and is listed in the Vancouver Heritage Register in the 'B' evaluation category therein; and
 - b. the "Wilmar Coach House", which is considered to be of heritage value and is proposed to be added to the Vancouver Heritage Register in the 'B' evaluation category therein,
- (together, the "Heritage Buildings").
- C. The Owner wishes to develop the Lands by:
- (i) restoring and rehabilitating the Wilmar Residence and converting it to two Dwelling Units constituting a Multiple Conversion Dwelling;
 - (ii) restoring and rehabilitating the Wilmar Coach House to contain an amenity area;
 - (iii) constructing five new Infill One-Family Dwellings on the Lands; and
 - (iv) subdividing the Lands pursuant to the *Land Title Act* to create two separate parcels, one of which will contain the Heritage Buildings (the "Heritage Parcel") and one of which will contain the Infill One Family Dwellings (the "New Building Parcel").
- and under development permit application No. DE419489 (the "DP Application") has applied to the City for a development permit for that purpose.
- D. The Owner proposes that, in exchange for a number of variances to the City of Vancouver ("City") *Zoning & Development By-law* needed for the proposed project; as contemplated under the DP Application, the Owner will enter into a heritage revitalization agreement in respect of the Heritage Buildings and accept the adding of the Wilmar Coach House to the Vancouver Heritage Register, in the 'B' category therein, and the designation of the Heritage Buildings as protected heritage property under the provisions of the *Vancouver Charter* SBC 1953 c.55.

THEREFORE, pursuant to Section 592 of the *Vancouver Charter* SBC 1953 c.55, and in consideration of the payment \$10.00 by the City to the Owner, the mutual obligations and benefits given herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1
DEFINITIONS**

- 1.1 **Definitions.** In this agreement, unless explicitly used differently elsewhere herein, the terms defined in this section have the meanings given to them here:
- (a) **"City"** means the municipality of the City of Vancouver continued under the *Vancouver Charter* and **"City of Vancouver"** means its geographic location and area;
 - (b) **"Conservation Plan"** means a written plan and guidelines prepared by and/or under the supervision of a Heritage Consultant and explicitly accepted by the City for the rehabilitation and conservation of the Heritage Building as provided for hereunder;
 - (c) **"Development"** means the proposed development project as described above in the introductory paragraphs hereto to restoring and rehabilitating the Wilmar Residence and converting it to two Dwelling Units constituting a Multiple Conversion Dwelling, restoring and rehabilitating the Wilmar Coach House to contain an amenity area, constructing five new Infill One-Family Dwellings on the Lands pursuant to the DP Application and further subdividing the Lands;
 - (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 and any amendments thereof;
 - (e) **"Director of Planning"** means City's Director of Planning appointed under the provisions of the *Vancouver Charter*;
 - (f) **"DP Application"** has the meaning given above in the introductory paragraphs hereto;
 - (g) **"Dwelling Unit"** has the meaning given under the *Zoning & Development By-law*;
 - (h) **"Heritage Buildings"** has the meaning given above in the introductory paragraphs herein;
 - (i) **"Heritage Parcel"** has the meaning given above in the introductory paragraphs herein;
 - (j) **"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;

- (k) **"Heritage Designation"** means the City's designation of the Heritage Building as protected heritage property pursuant to section 593 of the *Vancouver Charter*;
- (l) **"Infill One-Family Dwelling"** has the meaning given under the *Zoning & Development By-law*;
- (m) **"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;
- (n) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c.250;
- (o) **"Multiple Conversion Dwelling"** has the meaning given under the *Zoning & Development By-law*;
- (p) **"New Buildings"** means the five new Infill One-Family Dwellings contemplated for construction on the Lands under the DP Application, as described in the introductory paragraphs hereto;
- (q) **"New Building Parcel"** has the meaning given above in the introductory paragraphs herein;
- (r) **"Owner"** means the registered owner or owners of the Lands and the successors and assigns thereof and, without limitation, if the Lands are subdivided by way of a strata plan or bare land strata plan under the *Strata Property Act* of British Columbia, then "Owner" includes the strata corporation thereby created;
- (s) **"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;
- (t) **"Rehabilitation Work"** has the meaning given below herein;
- (u) **"Subdivision"** means the proposed subdivision of the Lands as described in the introductory paragraphs herein to further subdivide the Heritage Parcel and the New Building Parcel pursuant to the *Strata Property Act*, subject to regulatory approval;
- (v) **"Vancouver Charter"** means the *Vancouver Charter*, S.B.C. 1953, c.55, as amended from time to time, and any and all replacements thereof or any statute enacted in substitution thereof and all regulations applicable thereto and any amendments, replacements and substitutions thereof;

- (w) **"Zoning & Development By-law"** means the City's *Zoning and Development By-law No. 3575* and any amendments thereto and replacements thereof.

ARTICLE 2
SECTION 219 COVENANT
REHABILITATION AND CONSERVATION OF HERITAGE BUILDING

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

- (a) the Owner, at the Owner's expense, and to the satisfaction of the Director of Planning:
- (i) within 24 months after the date upon which the Development Permit is issued, plus any additional time by which the date of expiry of the Development Permit may be extended under the provisions of the *Zoning & Development By-law*, but in any event by no later than 30 months after the date upon which this covenant is registered on title to the Lands, shall rehabilitate or cause the rehabilitation of the Heritage Building and shall do so in accordance with this agreement, the Development Permit and the Conservation Plan (the "Rehabilitation Work");
 - (ii) shall ensure that a Heritage Consultant supervises the Rehabilitation Work;
 - (iii) shall ensure that, at all times during the carrying out of the Rehabilitation Work, the Heritage Buildings are secure so as to prevent 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 of the Heritage Buildings or any of the New Buildings or any part thereof and nobody will apply for or take any other action to compel the City and, notwithstanding that either of the Heritage Buildings or any of the New Buildings may be ready for occupancy, the City will be under no obligation to issue any occupancy permit for either the Heritage Buildings or the New Buildings or any part thereof it at any time after this agreement is registered on title to the Lands, until:
- (i) the Rehabilitation Work has been completed in accordance herewith;
 - (ii) the Owner, as required above herein, has submitted or caused to be submitted to the Director of Planning a signed written statement prepared by a Heritage Consultant stating explicitly that the Rehabilitation Work has been completed in accordance with the Conservation Plan; and

- (iii) the City has given the Owner a written notice or confirmation by which the City explicitly accepts or confirms its acceptance that the Rehabilitation Work has been completed in accordance herewith;
- (c) the City may revoke at any time any occupancy permit(s) issued for either of the Heritage Buildings or any of the New Buildings 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 of the Heritage Buildings or any of the New Buildings 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 any of the Heritage Buildings or New Buildings, as the case may be, is vacated and unoccupied in accordance with this agreement;
- (d) after completion of the Rehabilitation Work in accordance herewith, the Owner, at the Owner's expense, will do all things reasonably necessary to conserve the Heritage Buildings as rehabilitated and, in any event, keep them in good condition in all respects at all times;
- (e) at all times after and while this agreement is registered on title to the Lands, the Owner, at the Owner's expense, shall keep the New Buildings and the Heritage Buildings insured to their 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 any time to renovate, alter, modify or reconfigure or that will result in any alteration, modification or reconfiguration of either of the Heritage Buildings 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 any time 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 Buildings or place on the Lands pursuant to the statutory right of way granted by Article 4 hereof;
- (h) if at any time for any reason, either or both of the Heritage Buildings are 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 Buildings, 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 Buildings, failing which the matter in all respects will be determined 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 Buildings then, by explicit written notification, the City will consent to the Owner's wish to not repair or replicate the Heritage Buildings 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 any time, 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 Buildings and fails to rectify any such default within 30 days, or within such other longer time as the City may explicitly permit, after notice from the City to so rectify such default, the City, on the Owner's behalf and at the Owner's expense, may, but will be under not be obligated to, rectify the Owner's default; 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 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 Buildings and the New Buildings, the City, in its discretion, may issue occupancy permits

{00156226v4}

Heritage Revitalization Agreement
2050 Southwest Marine Drive

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

- (d) the City in any way undertakes all or any part of the Rehabilitation Work pursuant to this agreement.
- 3.4 Within a reasonable time of the Owner's request after completion of the Rehabilitation Work in accordance with this agreement, the City will, as the case may be, return to its issuer any letter of credit provided to the City hereunder or, if the City has called upon the letter of credit, deliver to the Owner any remaining balance therefrom.

**ARTICLE 4
SECTION 219 COVENANT - NO SEPARATE SALE**

- 4.1 Pursuant to Section 219 of the *Land Title Act*, the Owner covenants and agrees, as a covenant and agreement running with, charging and binding the Lands, that no portion of the Lands, including, without limitation, the Heritage Parcel and the New Building Parcel, will at any time be sold separately from any other portion of the Lands and that all of the Lands, including, without limitation, the Heritage Parcel and the New Building Parcel, will be owned at all times by the same person or persons.
- 4.2 With respect to the Heritage Parcel, within a reasonable amount of time from the Owner's request and after the Rehabilitation Work has been completed, the City, in its sole discretion and at the Owner's expense, will discharge from title to the Heritage Parcel, the Section 219 covenant contained in this Article 4
- 4.3 With respect to the New Building Parcel, within a reasonable amount of time from the Owner's request and after:
- (a) the Rehabilitation Work is at least seventy-five percent (75%) completed;
 - (b) the Heritage Consultant confirms that the remainder of the Rehabilitation Work will be completed within six (6) months; and
 - (c) the Owner has delivered to the City a letter of credit which would meet the requirements set out in Section 3.2 of this agreement, in an amount equal to the amount of the then-estimated cost to complete the remaining twenty-five percent (25%) of the Rehabilitation Work,
- the City, in its sole discretion and at the Owner's expense, will discharge from title to the New Building Parcel the Section 219 covenant contained in this Article 4.

**ARTICLE 5
STATUTORY RIGHT OF WAY**

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

**ARTICLE 6
DEBTS OWED TO CITY**

- 6.1 If the City, pursuant to this agreement, enters upon the Lands or any of them to perform any of the Owner's obligations hereunder to carry out the Rehabilitation Work or to conserve, repair or replace or replicate the Heritage Buildings:
 - (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 Buildings, plus 20% of such costs as fair compensation for the City's overhead, and any such amounts the Owner does not pay or fails to pay to the City forthwith on demand will bear interest, until paid in full, at the prime lending rate at the Bank of Montreal's main branch in the City of Vancouver, plus 3%, calculated monthly and not in advance.

**ARTICLE 7
EQUITABLE CHARGE**

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

**ARTICLE 8
BY-LAW VARIATIONS**

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

- (a) Section 10.1 is varied so that the Director of Planning may permit more than one principal building on the Lands or any parcels created from the Lands following the Subdivision;
- (b) Section 10.7.1(a) is varied so that the Director of Planning may allow the construction of steps in any side yard thereon;
- (c) Section 10.7.1(b) is varied so that the Director of Planning may allow eaves, gutters, sills, chimneys or other similar projections to project into any required yard, provided that the Director of Planning is satisfied that they correspond to drawings approved under the DP Application; and
- (d) Sections 10.15.1 and 10.15.3 are varied so that the Director of Planning may allow living accommodation to be located below finished grade which do not comply with Sections 10.15.1 and/or 10.15.3;

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

- (a) For the Wilmar Coach House, Section 2.2.A(a) is varied so that the Director of Planning may allow an accessory building other than as provided for in Section 2.2.A(a) and the maximum permitted height shall be 7.4 metres, which is the existing height;
- (b) For the Wilmar Residence, Section 2.2.DW is varied to permit a One-Family Dwelling, a One-Family Dwelling with secondary suite or a Multiple Conversion Dwelling containing up to two Dwelling Units;
- (c) For the Wilmar Residence, Section 4.3.1 is varied to permit a maximum of 12.8 metres and up to three (3) storeys in height, which is its existing height;
- (d) Section 4.3.1 is further varied so that subsections 4.3.1(a) and (b) do not apply to any of the Heritage Buildings;
- (e) Section 4.3.3 is varied to permit the height of a building to be measured from a surface determined by joining the existing grade at all points around the perimeter of any of the Heritage Buildings;
- (f) Section 4.4.1 regarding the requirement for a front yard shall not apply;
- (g) Section 4.5.1 is varied so that a side yard with a minimum width of .9 metres on each side of the Heritage Buildings shall be provided;
- (h) Section 4.6 regarding the requirement for a rear yard shall not apply;
- (i) Section 4.7.1 is varied to provide that the overall floor area shall not exceed 1,023 square metres, which is a floor space ratio of approximately 0.42, except that subsections 4.7.1(a) to (e) inclusive shall not apply and that the floor area included

in the calculation of floor space located above a basement shall not exceed a floor area of 610 square metres;

- (j) Section 4.7.2(c) is varied to allow the Director of Planning to exclude floors from the computation of the floor area where the distance from a floor to the floor above or, where there is no floor above to the top of the roof joists, exceeds 3.7 metres;
- (k) Section 4.7.3(e) shall apply but is varied so that the Director of Planning may allow areas of sloped ceilings or rafters which are greater than 1.2 metres in height to be excluded from the computation of floor area provided that the Director of Planning first approves the design of the floor areas to be excluded;
- (l) Section 4.16 regarding the required building depth shall not apply; and
- (m) Section 4.17 regarding the requirement of the external design, pertaining to entrance doors and other elements, shall not apply.

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

- (a) Section 4.3.1 is varied to permit a maximum of 9.5 metres and up to two-and-one-half (2½) storeys in height;
- (b) Section 4.3.1 is further varied so that subsections 4.3.1(a) and (b) do not apply to any of the New Buildings;
- (c) Section 4.3.3 is varied to permit the height of a building to be measured from a surface determined by joining the existing grade at all points around the perimeter of any of the New Buildings;
- (d) Section 4.4.1 is varied so that a minimum front yard depth of 1.8 metres is required;
- (e) Section 4.5.1 is varied so that a side yard with a minimum width of .9 metres on each side of any of the New Buildings shall be provided;
- (f) Section 4.6 is varied so that it does not apply so that a rear yard is not required;
- (g) Section 4.7.1 is varied so that the overall floor area shall not exceed 1,686 square metres which is a floor space ratio of approximately 0.31, except that subsections 4.7.1(a) to (e) inclusive shall not apply and that the area of all floors included in the calculation of floor space located above a basement shall not exceed a floor area of 1,219 square metres;
- (h) Section 4.16 regarding the required building depth shall not apply; and
- (i) Section 4.17 regarding the requirement of the external design, pertaining to entrance doors and other elements, shall not apply.

- 8.4 Section 9 of the *Subdivision By-law* is hereby varied as follows for the Lands, for purposes of the Development so that:
- (a) For the New Building Parcel, a bare land strata plan may be submitted for the site which allows the Approving Officer to consider a variety of irregular shaped bare land strata lots of various sizes, locations and configurations generally as indicated in the DP Application;
 - (b) The proposed irregular configurations of the Heritage Parcel and the New Building Parcel are permissible and may be considered by the Approving Officer; and
 - (c) The minimum permitted parcel width is six metres.

**ARTICLE 9
SUBDIVISION**

- 9.1 **Subdivision.** If the Lands are subdivided at any time hereafter either under the provisions of the *Land Title Act* or under the *Strata Property Act* or under other similar legislation enacted from time to time then upon the deposit of a plan of subdivision, strata plan, bare land strata plan or similar plan as the case may be:
- (a) subject to Section 9.2 herein, the rights and benefits of this Agreement herein granted will be annexed to and run with each of the new parcels, lots, or other subdivided parcels and areas so created; and
 - (b) subject to Section 9.3 herein, the burdens, obligations, covenant, statutory right of way and equitable charge contained in this Agreement will continue to charge each of the new parcels, lots, or other subdivided parcels and areas so created.
- 9.2 **Subdivision by Strata Plan or Bare Land Strata Plan.** If the Lands, or any portion thereof, are subdivided by a strata plan or bare land strata plan, this Agreement will charge title to the strata lots and the common property comprising such strata plan and:
- (a) the Section 219 covenants and obligations therein and the statutory right of way and equitable charge granted herein will be registered against each individual strata lot and noted on the common property sheet;
 - (b) the strata corporation or the strata corporations created will perform and observe the Owner's covenants in this Agreement, solely at the expense of the strata lot owners; and
 - (c) the liability of each strata lot owner for the performance and observance of the Owner's covenants herein will be in proportion to the unit entitlement of his, her or its strata lot as established by the strata plan or bare land strata plan,
- provided that, if the Lands are first subdivided by air space plan and then one or more of these parcels are further subdivided by strata plan, the easements and covenants registered concurrently with the air space plan may designate the air space parcel or the remainder, and therefore the strata corporation, responsible to perform and observe the

Owner's covenants in this Agreement.

- 9.3 Should the Lands be subdivided pursuant to the *Land Title Act* to create the New Building Parcel in which only the New Buildings are located, then at the Owner's request after the Rehabilitation Work has been completed in accordance with this agreement, the City, at the Owner's expense, will discharge from title to the New Building Parcel, the Section 219 Covenant, the Statutory Right of Way and the Equitable Charge contained in this agreement and will request of the Registrar of the Land Title Office that all legal notations referring to this agreement and the Heritage Designation be removed from title to the New Building Parcel. Following such discharges, all restrictions, obligations and liability on the Owner with respect to the Heritage Buildings shall only attach to and run with the Heritage Parcel.
- 9.4 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 New Building Parcel may seek to amend this agreement as registered on title to the New Building Parcel without the consent or approval of the owner of the Heritage Parcel.

**ARTICLE 10
NOTICES**

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

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

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

Attention: City Clerk and Director of Legal Services,

or to such other address in Canada as any party may specify in writing to the other parties, provided that if and when the owner of the Lands or any part thereof should change, then to the address as set out in the State of Title Certificate for the Lands or such part thereof, and such notice will be deemed to have been received, if delivered, on the date of delivery, and if mailed as aforesaid within Canada then on the third business day following its mailing, provided that if mailed, should there be between the time of the mailing and the actual receipt of the notice, a mail strike, slowdown or other labour dispute which might affect delivery of such notice, then such notice will only be effective if and when actually delivered.

**ARTICLE 11
GENERAL**

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

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

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

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Mortgage registered under number CA4862237 and the Assignment of Rents registered under number CA4862238;
- (b) **"Existing Chargeholder"** means the CANADIAN WESTERN BANK;
- (c) **"New Charges"** means the Section 219 Covenant, the Statutory Right of Way and the Equitable Charge and contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

END OF DOCUMENT

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Mortgage registered under number CA4862237 and the Assignment of Rents registered under number CA4862238;
- (b) **"Existing Chargeholder"** means the CANADIAN WESTERN BANK;
- (c) **"New Charges"** means the Section 219 Covenant, the Statutory Right of Way and the Equitable Charge and contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument - Part 2.

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

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

END OF DOCUMENT