

BY-LAW NO.

**A By-law to authorize the amendment of a
Heritage Revitalization Agreement Authorized by By-law No. 11502**

PREAMBLE

WHEREAS

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

AND WHEREAS

Pursuant to By-law No. 11502, the City of Vancouver (the "City") has entered into a Heritage Revitalization Agreement with the owner of certain property with a civic address of 2082-2088 Charles Street (the "Heritage Revitalization Agreement").

AND WHEREAS

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

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

1. Council authorizes amendment of the Heritage Revitalization Agreement with the owner, in substantially the form and substance of the Heritage Revitalization Amendment Agreement attached as Schedule A to this By-law, and also authorizes the Director of Legal Services to execute the agreement on behalf of the City, and to deliver it to the owner on such terms and conditions as the Director of Legal Services deems fit.
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2019

Mayor

City Clerk

Schedule A

FORM C_V24 (Charge)

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

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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)

Joanna Track, Solicitor
City of Vancouver
453 West 12th Avenue
Vancouver

BC V5Y 1V4

LTO Client number: 10647
Phone number: 604-873-7513
Matter number: 15-1189-004
Modification of Heritage Revitalization Agreement

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):

SEE SCHEDULE

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

CITY OF VANCOUVER

453 WEST 12TH AVENUE
VANCOUVER

V5Y 1V4

BRITISH COLUMBIA
CANADA

7. ADDITIONAL OR MODIFIED TERMS:

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)

Shirley M. Manfron
Notary Public
#3 2445 E. Hastings St.
Vancouver, B.C. V5K 1Y8
Telephone: 604-253-5241

Execution Date

Y	M	D
19	04	30

Transferor(s) Signature(s)

EUSTATHE SIRSIRIS
by his Attorney, VASILIOS
BILL VASILIOS, SEE
CA 7471893

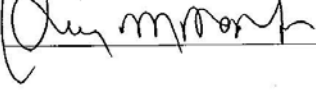
OFFICER CERTIFICATION:

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)



Shirley M. Manfron
Notary Public
#3 2445 E. Hastings St.
Vancouver, B.C. V5K 1Y8
Telephone: 604-253-5241

Execution Date

Y	M	D
19	04	30
19		
19		

Transferor / Borrower / Party Signature(s)



VASILIOS BILL SIRSIROS

VANCOUVER CITY SAVINGS CREDIT
UNION, IN TRUST (SEE BL051963) by
its authorized signatory(ies):

Print Name:

Print Name:

OLIVER ALAN KNAUS

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]

**029-894-913 LOT A BLOCK 136 DISTRICT LOT 264A GROUP 1 NEW WESTMINSTER
DISTRICT PLAN EPP57456**

STC? YES

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

**029-894-921 LOT B BLOCK 136 DISTRICT LOT 264A GROUP 1 NEW WESTMINSTER
DISTRICT PLAN EPP57456**

STC? YES

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

STC? YES

LAND TITLE ACT
FORM E

SCHEDULE

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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Modification	CA5155617	Modification of Covenant
Priority Agreement		granting the Modification of the Covenant with one registration number less than this Priority Agreement priority over Mortgage CA3970137 and Mortgage CA5554552 Page 12
Priority Agreement		granting the Modification of the Covenant with two registration numbers less than this Priority Agreement priority over Mortgage CA6914975 Page 13
Modification	CA5155619	Modification of Covenant
Priority Agreement		granting the Modification of the Covenant with one registration number less than this Priority Agreement priority over Mortgage CA3970137 and Mortgage CA5554552 Page 12
Priority Agreement		granting the Modification of the Covenant with two registration numbers less than this Priority Agreement priority over Mortgage CA6914975 Page 13

LAND TITLE ACT
FORM E

SCHEDULE

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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Modification	CA5155621	Modification of Statutory Right of Way
NATURE OF INTEREST Priority Agreement	CHARGE NO.	ADDITIONAL INFORMATION granting the Modification of the Statutory Right of Way with one registration number less than this Priority Agreement priority over Mortgage CA3970137 and Mortgage CA5554552 Page 12
NATURE OF INTEREST Priority Agreement	CHARGE NO.	ADDITIONAL INFORMATION granting the Modification of the Statutory Right of Way with two registration numbers less than this Priority Agreement priority over Mortgage CA6914975 Page 13
NATURE OF INTEREST Modification	CHARGE NO. CA5155623	ADDITIONAL INFORMATION Modification of Equitable Charge
NATURE OF INTEREST Priority Agreement	CHARGE NO.	ADDITIONAL INFORMATION granting the Modification of the Equitable Charge with one registration number less than this Priority Agreement priority over Mortgage CA3970137 and Mortgage CA5554552 Page 12
NATURE OF INTEREST Priority Agreement	CHARGE NO.	ADDITIONAL INFORMATION granting the Modification of the Equitable Charge with two registration numbers less than this Priority Agreement priority over Mortgage CA6914975 Page 13

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. TRANSFERORS:

EUSTATHE SIRSIRIS

VASILIOS BILL SIRSIRIS

VANCOUVER CITY SAVINGS CREDIT UNION (Incorporation No. FI 97, In Trust (see BL051963)), as to Priority (as to Mortgage CA3970137 and Mortgage CA5554552)

OLIVER ALAN KNAUS, as to Priority (as to Mortgage CA6914975)

DRAFT

TERMS OF INSTRUMENT - PART 2
MODIFICATION OF HERITAGE REVITALIZATION AGREEMENT

WHEREAS:

- A. It is understood and agreed that this instrument shall be read as follows:
- (a) the Transferors, EUSTATHE SIRSIKIS and VASILIOS BILL SIRSIKIS are, together, called the "Owner";
 - (b) the Transferee, CITY OF VANCOUVER, is called the "City" when referring to the corporate entity and the "City of Vancouver" when referring to the geographic area;
- B. The Owner is the registered owner of two parcels of land in the City of Vancouver, Province of British Columbia, having civic addresses of:
- (a) 2082 Charles Street and legally described as:
 Parcel Identifier: 029-894-913
 Legal Description: Lot A Block 136 District Lot 264A Group 1 New Westminster District Plan EPP57456
 (the "New Building Parcel", as more particularly defined in the HRA); and
 - (b) 2088 Charles Street and legally described as:
 Parcel Identifier: 029-894-921
 Legal Description: Lot B Block 136 District Lot 264A Group 1 New Westminster District Plan EPP57456
 (the "Heritage Parcel", as more particularly defined in the HRA).
- C. There is situated on the Heritage Parcel a building, known as the "Carlsen Residence" (the "Heritage Building"), which is designated as a protected heritage building and listed in Category 'B' on the Vancouver Heritage Register.
- D. As part of a proposed development of the Lands under Development Permit Application No. DE419160, the Owner of the Lands and the City entered into a heritage revitalization agreement in respect of the Lands, which was registered in the Land Title Office on May 3, 2016 under Nos. CA5155617 to CA5155624 (the "HRA"), which agreement is binding on the Owner.
- E. The Lands have been rezoned from the RT-4, RT-4A, RT-RN and RT-4AN Districts Schedule of *Zoning and Development By-law No. 3575* (the "Zoning and Development By-law") to the RT-5 and RT-5N Districts Schedule of the Zoning and Development By-law.

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Modification of Heritage Revitalization Agreement
 2082-2088 Charles Street

- F. Pursuant to the RT-5 and RT-5N Districts Schedule of the Zoning and Development By-law, the Owner has now applied for an amendment with respect to the floor space ratio for the Heritage Building.
- G. The City and the Owner have agreed to modify the HRA on the terms and conditions set out herein, subject to enactment of a by-law authorizing this Agreement pursuant to Section 592(4) of the *Vancouver Charter*.

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

1. Interpretation

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

2. Modification of HRA

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

- 1. Section 8.3 will be deleted in its entirety and replaced by the following:

"8.3 Zoning & Development By-law - RT-5 and RT-5N Districts Schedule

Provided that the Subdivision has occurred, the RT-5 and RT-5N Districts Schedule to the Zoning & Development By-law is hereby varied as follows for the Lands, for purposes of the Development:

- (a) New Building Parcel
 - (i) Section 4.1.1 is varied so that a minimum site area of 156 m² (1,681 sq. ft.) is permitted;
 - (ii) Section 4.4 is varied so that a front yard with a minimum depth of 2.6 metres (8.5 feet) shall be provided;
 - (iii) Section 4.6.1 is varied so that a rear yard with a minimum depth of 0.6 metres (2 feet) shall be provided;
 - (iv) Section 4.7.1 is varied so that the floor space ratio, inclusive of all buildings, shall not exceed 0.60 (approximately 93.7 m² (1,009 sq. ft.)), which is the existing floor space ratio;
 - (v) Section 4.7.6(f) is varied so that the Director of Planning may permit covered verandas or porches to exceed thirteen percent (13%) of the permitted floor space ratio;
 - (vi) Section 4.8 is varied so that it does not apply.

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Modification of Heritage Revitalization Agreement
2082-2088 Charles Street

(b) Heritage Parcel

- (i) Section 4.4 is varied so that a front yard with a minimum depth of 7.2 metres (23.8 feet) shall be provided, which is the existing setback;
- (ii) Section 4.5.1 is varied so that it does not apply except that the north side yard shall not be less than 3.7 metres (12 feet), which is the existing setback;
- (iii) Section 4.6.1 is varied so that a rear yard with a minimum depth of 1.5 metres (5 feet) shall be provided; and
- (iv) Section 4.7.2 is varied so that the floor space ratio, inclusive of all buildings, shall not exceed 0.80 (approximately 268 m² (2,886 sq. ft.)."

3. HRA Ratified and Confirmed

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

4. Conflict

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

5. Further Assurances

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

6. Binding Effect

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

7. Amendment

No alteration or amendment of the Agreement or this Agreement shall have effect unless the same is in writing and duly executed by all the parties.

8. City's Other Rights

Nothing contained or implied in this Agreement will derogate from the obligations of the Owners 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

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Modification of Heritage Revitalization Agreement
2082-2088 Charles Street

fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the owners and the City.

9. Time

Time shall be of the essence of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this modification agreement on the General Instrument - Part 1 which is attached hereto and forms part hereof.

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Modification of Heritage Revitalization Agreement
2082-2088 Charles Street

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" mean the Mortgage registered under number CA3970137 and the Mortgage registered under number CA5554552;
- (b) "Existing Chargeholder" means VANCOUVER CITY SAVINGS CREDIT UNION (Incorporation No. FI 97, In Trust, see BL051963);
- (c) "New Charges" means the modification of the Section 219 Covenants, the Statutory Right of Way and the Equitable Charge contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument - Part 2.

For 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.

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Modification of Heritage Revitalization Agreement
2082-2088 Charles Street

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charge" means the Mortgage registered under number CA6914975;
- (b) "Existing Chargeholder" means OLIVER ALAN KNAUS;
- (c) "New Charges" means the modification of the Section 219 Covenants, the Statutory Right of Way and the Equitable Charge contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument - Part 2.

For 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 Charge 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 Charge or the advance of any money under the Existing Charge.

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

END OF DOCUMENT

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Modification of Heritage Revitalization Agreement
2082-2088 Charles Street