

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

**A By-law to authorize the amendment of a  
Heritage Revitalization Agreement Authorized by By-law No. 8907  
for 995 Bute Street (Rand House)**

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. 8907, the City of Vancouver (the "City") has entered into a Heritage Revitalization Agreement with the owner of certain property with a civic address of 995 Bute 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 \_\_\_\_\_, 2023

\_\_\_\_\_  
Mayor

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

**MODIFICATION OF HERITAGE REVITALIZATION AGREEMENT  
995 Bute Street**

THIS AGREEMENT dated for reference the \_\_\_\_ day of \_\_\_\_\_, 202\_\_, is

**BETWEEN:**

**RANDY VERNON JOSEPH SMALLWOOD**  
995 Bute Street, Vancouver, BC V6E 1Y7

(the "Strata Lots Owner")

**AND:**

**THE OWNERS, STRATA PLAN BCS2060**  
995 Bute Street, Vancouver, BC V6E 1Y7

(the "Strata Corporation")

(together, the Strata Lots Owner and the Strata Corporation comprise the "Owner")

**AND:**

**CITY OF VANCOUVER**  
453 West 12<sup>th</sup> Avenue, Vancouver, BC V5Y 1V4

(the "City")

**WHEREAS:**

- A. The Strata Lots Owner is the legal and beneficial owner of the lands and premises in the City of Vancouver having a civic addresses of 995 Bute Street, Vancouver, British Columbia, legally described as follows:

PID: 026-838-591

Strata Lot 1 District Lot 185 Group 1 New Westminster District  
Strata Plan BCS2060

Together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V

PID: 026-838-605

Strata Lot 2 District Lot 185 Group 1 New Westminster District  
Strata Plan BCS2060

Together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V

PID: 026-838-613

Strata Lot 3 District Lot 185 Group 1 New Westminster District  
Strata Plan BCS2060

Together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V

PID: 026-838-621

Strata Lot 4 District Lot 185 Group 1 New Westminster District

Strata Plan BCS2060

Together with an interest in the common property in proportion to the unit entitlement of the strata lot as shown on Form V

(together, the "Strata Lots");

- B. The Strata Corporation is a corporation subsisting under the *Strata Property Act* on behalf of the strata lot owner of Strata Plan BCS2060 and is the owner of those lands situate in the City of Vancouver, in the Province of British Columbia, known and described as:

NO PID, The Common Property of the Owners, Strata Plan BCS2060

(the "Common Property");

- C. Together, the Strata Lots and the Common Property comprise the "Lands";
- D. As part of a proposed development of the Lands under Development Permit Application No. DE108214, the previous owners of the Lands and the City entered into a heritage revitalization agreement in respect of the Lands, notice of which was registered on title to the Lands in the Land Title Office on December 17, 2004 under No. BW568753 (the "HRA"), which agreement is binding on the current Owner; and
- E. 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 notice of this Agreement is registered in the Land Title Office as follows:
  - (a) Recital D is deleted and replaced with the following:
 

"D. The Owner proposes to reposition, rehabilitate, convert and renovate the Heritage House into a multiple conversion dwelling containing three dwelling units.";
  - (b) Recital E is deleted and replaced with the following:

- “E. Because without this agreement a multiple conversion dwelling on the Lands is only permitted if the floor space ratio does not exceed 1.0 and because of the obligation herein to restore and replicate the Heritage House following damage or destruction, it is imperative that such conversion, renovation, restoration, replication and use of three dwelling units be permitted unconditionally as provided in paragraph 1 hereof.”;
- (c) The opening paragraph of section 1 is deleted and replaced with the following:
- “1. The Owner shall convert, renovate and upgrade the Heritage House into a multiple conversion dwelling containing three dwelling units as contemplated in development permit application DP-2022-00377 (which is a minor amendment to the original development permit application #DE408214) and the development permit issued therefrom, and to allow such work unconditionally and so that the Owner shall have the unconditional right to restore and replicate the Heritage House as a multiple conversion dwelling containing three dwelling units, it is agreed that:”; and
- (d) Section 2 is modified by deleting the phrase “Heritage Development” and replacing it with the phrase “Heritage House”.
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 Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City’s rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

9. Time. Time shall be of the essence of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF VANCOUVER

Per:

\_\_\_\_\_  
Authorized Signatory

SIGNED, SEALED AND DELIVERED  
in the presence of: )

\_\_\_\_\_  
Witness BILLIE LAWRENCE )

3500-1021 WEST HASTINGS ST.  
Address )

MANAGER, ADMIN )  
Occupation )

\_\_\_\_\_  
RANDY VERNON JOSEPH SMALLWOOD

THE OWNERS, STRATA PLAN BCS2060

Per: \_\_\_\_\_  
Authorized Signatory

Randy Smallwood