

EXPLANATION**A By-law to amend the Zoning and Development By-law
re miscellaneous text amendments**

After the public hearing on October 14, 2008, Council resolved to amend the Zoning and Development By-law to make various miscellaneous text amendments. 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
October 28, 2008

Miscellaneous text amendments



BY-LAW NO. _____

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

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

1. This By-law amends the indicated provisions of the Zoning and Development By-law.
2. Council repeals section 8.2, and substitutes:

“8.2 Every person who commits an offence against this By-law is liable to a fine of not more than \$2,000 and not less than \$250 for each offence except for failing to comply with section 6.8 in which case the fine is to be not less than \$500.”
3. From section 4.1.1 of each of the RM-2, RM-3, and RM-3A District Schedules, and from the RM-4 and RM-4N Districts Schedule, Council strikes out “, one-family dwelling with secondary suite,”.
4. From section 5.1 of each of the RM-2, RM-3, and RM-3A District Schedules, and from the RM-4 and RM-4N Districts Schedule, Council:
 - (a) repeals subsection (b); and
 - (b) re-letters subsections (c) and (d) as (b) and (c) respectively.
5. To section 5.3(a) of the RM-4 and RM-4N Districts Schedule, after “one-family dwelling”, Council adds “, one-family dwelling with secondary suite,”.
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.

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

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

EXPLANATION**A By-law to amend CD-1 By-law No.'s
4296, 4677, 7655, 9113, and 9693
re miscellaneous text amendments**

After the public hearing on October 14, 2008, Council resolved to amend the captioned by-laws to make various miscellaneous text amendments. 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
October 28, 2008

Miscellaneous text amendments

BY-LAW NO. _____



**A By-law to amend CD-1 By-law No.'s
4296, 4677, 7655, 9113, and 9693**

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

1. From section 2(b) of By-law No. 4296 and from section 6.1 of CD-1 By-law No. 7655, Council strikes out "Special Needs Residential Facility - Congregate Housing", and substitutes "Seniors Supportive or Assisted Housing".
2. From section 2(a), under Lot D, of By-law No. 4677, Council strikes out "a multiple dwelling designated solely for families of low income under the provisions of the National Housing Act", and substitutes "Seniors Supportive or Assisted Housing".
3. From section 5 of By-law No. 4677, Council strikes out "40", and substitutes "13".
4. From section 4 of By-law No. 9113, Council strikes out "13.4" and "17.9", and substitutes "19.1" and "18.9" respectively.
5. In By-law No. 9693, Council, in:
 - (a) section 2, repeals the definition of "Desktop Publishing", and substitutes:

"Desktop Publishing" means the creation of page layouts with text, graphic, photos, and other visual elements using computer software."; and
 - (b) section 3.2(d), after "limited to", adds "Desktop Publishing, Information Technology, and".
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.
7. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

EXPLANATION**A By-law to amend the Sign By-law
re miscellaneous text amendments**

After the public hearing on October 14, 2008, Council resolved to amend the Sign By-law to make various miscellaneous text amendments. 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
October 28, 2008

BY-LAW NO. _____



**A By-law to amend Sign By-law No. 6510 regarding
miscellaneous text amendments**

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

1. This By-law amends the indicated provisions of the Sign By-law.
2. From section 2, from the definition of "Site", Council strikes out "abutting on a street not being a lane, but does not include a strata lot".
3. From section 8.2, Council strikes out "\$100", and substitutes "\$250".
4. From section 8.3, Council strikes out "\$200", and substitutes "\$500".
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. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

EXPLANATION**A By-law to amend the Parking By-law
re miscellaneous text amendments**

On October 14, 2008, Council resolved to amend the Parking By-law to update certain definitions. 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
October 28, 2008

Miscellaneous text amendments



BY-LAW NO. _____

A By-law to amend Parking By-law No. 6059

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

1. From section 6.2.2.1 of the Parking By-law, Council strikes out “Special Needs Residential Facility - Community Care Class B; Special Needs Residential Facility -Group Living”, and substitutes “Community Care Facility - Class B; Group Residence”.
2. From section 6.2.2.5 of the Parking By-law, Council strikes out “Special Needs Residential Facility - Community Care Class A; Special Needs Residential Facility - Congregate Housing”, and substitutes “Community Care Facility - Class A; Seniors Supportive and Assisted Housing”.
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

EXPLANATION

**A By-law to amend Zoning and Development By-law No. 3575
re 335, 337, and 349 East 33rd Avenue**

After the public hearing on April 15, 2008, Council resolved to rezone 335, 337, and 349 East 33rd Avenue as a CD-1 zone. 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
October 28, 2008

335, 337, and 349 East 33rd Avenue

BY-LAW NO. _____



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

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

Zoning District Plan amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-599(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 (474).

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 this By-law or in a development permit, the only uses permitted within CD-1 (474) and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

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

Density

3.1 Computation of floor area must assume that the site consists of 2 680.5 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 number of dwelling units on the site must not exceed 24.

3.3 The floor space ratio must not exceed 0.97.

3.4 Computation of floor space ratio must include:

- (a) all floors, including earthen floor, measured to the extreme outer limits of the building;

- (b) stairways, fire escapes, elevator shafts, and other features which the Director of Planning considers similar, measured by their gross cross-sectional areas and included in the measurements for each floor at which they are located; and
- (c) 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 m, an amount equal to the area of the floor below the excess height.

3.5 Computation of floor space ratio must exclude:

- (a) open residential balconies or sun decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that the total area of all exclusions must not exceed 8% of the permitted residential floor area;
- (b) patios and roof gardens if the Director of Planning first approves the design of sunroofs and walls;
- (c) the floors or portions of floors 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, which are:
 - (i) at or below the base surface, or
 - (ii) in the case of off-street parking, above the base surface in an accessory building in the rear yard; and
- (d) areas of undeveloped floors located:
 - (i) above the highest storey or half-storey and to which there is no permanent means of access other than a hatch,
 - (ii) adjacent to a storey or half-storey with a ceiling height of less than 1.2 m, or
 - (iii) under covered verandas or porches as described in subsection (f), and to which there is no permanent means of access;
- (e) all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m² for a dwelling unit, there is to be no exclusion for any of the residential storage space above base surface for that unit;

- (f) covered verandas or porches if:
 - (i) they are at the basement or first storey,
 - (ii) that portion facing the street or rear property line is open or protected by partial walls or guard rails, the height of which must not exceed the minimum specified in the Building By-law,
 - (iii) the total area of such exclusions does not exceed 5% of the permitted floor area, and
 - (iv) the ceiling height, including roof structures, of the total area of such exclusions does not exceed 3.1 m measured from the porch floor; and
- (g) where a Building Envelope Professional as defined in the Building By-law has recommended exterior walls greater than 152 mm in thickness, the area of the walls exceeding 152 mm, but to a maximum exclusion of 152 mm thickness.

Building height

4.1 The height of the principal buildings must not exceed 10.7 m measured from base surface.

4.2 The height of the accessory buildings must not exceed 4.9 m measured from base surface.

4.3 Despite section 4.1, the Director of Planning or Development Permit Board, for any building higher than 30.5 m, may allow a decorative roof to exceed the maximum height if:

- (a) the Director of Planning or Development Permit Board is satisfied that the roof enhances the overall appearance of the building and appropriately integrates mechanical appurtenances;
- (b) the roof does not add to the floor area otherwise permitted; and
- (c) the Director of Planning or Development Permit Board first considers all applicable policies and guidelines adopted by Council.

Setbacks

5. The setback of each building must be at least:

- (a) 4.9 m from the south front yard property line;
- (b) 1.8 m from each of the east and west side yard property lines; and
- (c) 13 m from the north rear yard property line for principal buildings.

Horizontal angle of daylight

- 6.1 Each habitable room must have at least one window on an exterior wall of a building.
- 6.2 The location of each such exterior window must allow a plane or planes extending from the window and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, to encounter no obstruction over a distance of 24.0 m.
- 6.3 Measurement of the plane or planes referred to in section 6.2 must be horizontally from the centre of the bottom of each window.
- 6.4 If:
- (a) the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council; and
 - (b) the minimum distance of unobstructed view is not less than 3.7 m;

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

- 6.5 An obstruction referred to in section 6.2 means:
- (a) the theoretically equivalent buildings located on any adjoining sites in any R district in a corresponding position by rotating the plot plan of the proposed building 180 degrees about a horizontal axis located on the property lines of the site;
 - (b) accessory buildings located on the same site as the principal building;
 - (c) any part of the same building including permitted projections; or
 - (d) the largest building permitted under the zoning on any site adjoining CD-1 (474).
- 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) less than 10% of the total floor area of the dwelling unit, or
 - (ii) less than 9.3 m².

Parking and bicycle spaces

7. Any development or use of the site requires the provision and maintenance, in accordance with the requirements of, and relaxations, exemptions and mixed use reductions in, the Parking By-law, of off-street parking spaces and bicycle spaces, all as defined under the Parking By-law.

Acoustics

8. 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

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

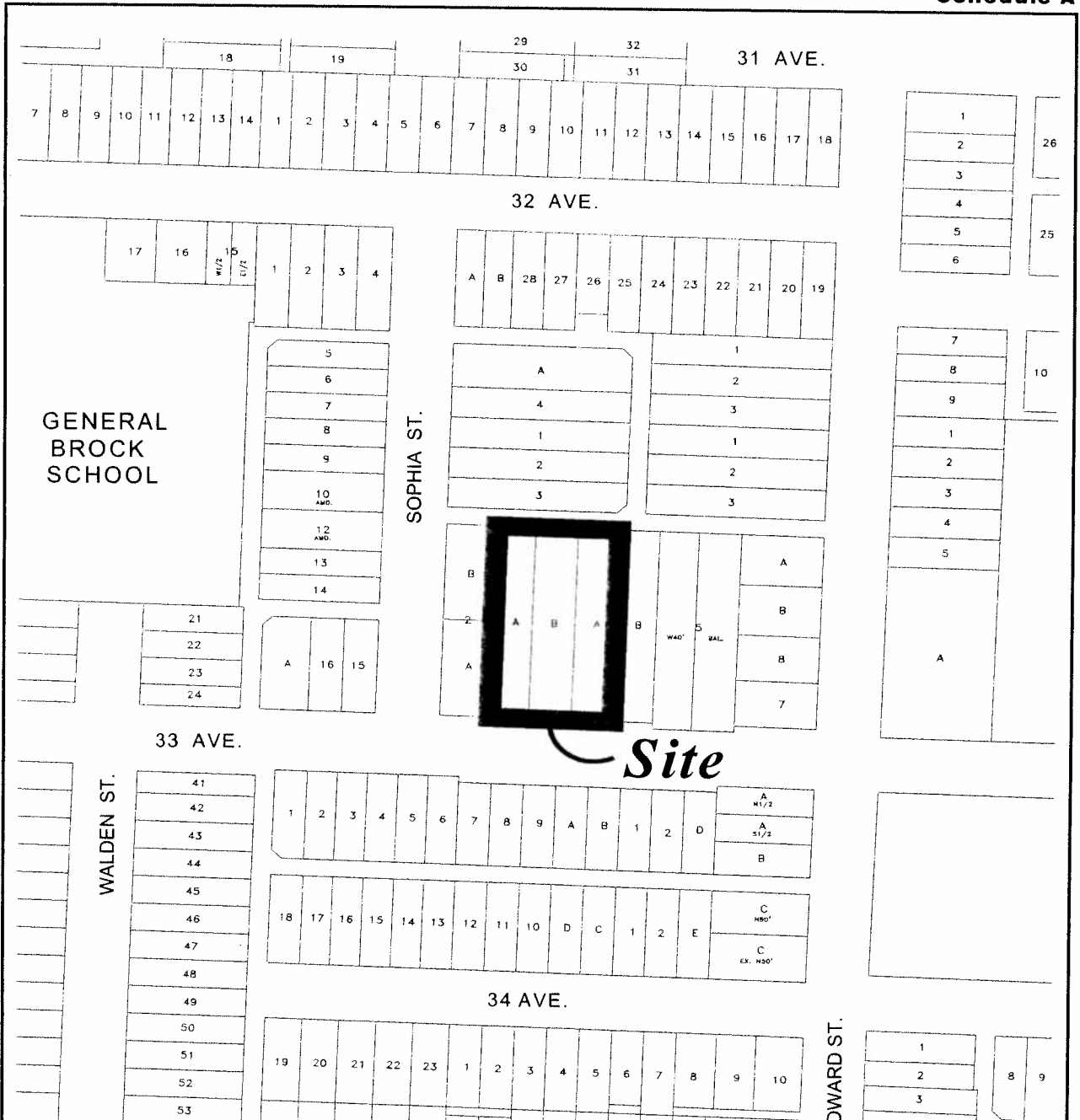
Force and effect

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

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk



The property outlined in black (**█**) is rezoned:
 From **RS-1** to **CD-1**

Z-599 (b)

RZ - 335, 337, & 349 East 33rd Avenue

map: 1 of 1

scale: NTS



City of Vancouver

date: March 2008

EXPLANATION

**Subdivision By-law No. 5208 amending by-law
re 335, 337, and 349 East 33rd Avenue**

Enactment of the attached by-law will delete 335, 337, and 349 East 33rd Avenue from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of April 15, 2008 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
October 28, 2008

335, 337, and 349 East 33rd Avenue

BY-LAW NO. _____



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

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

1. Council amends Schedule A to the Subdivision By-law in accordance with the plan labelled Schedule A and attached to and forming part of this By-law by deleting therefrom the properties shown in black outline on Schedule A to this By-law in accordance with the explanatory legends, notations, and references incorporated therein.
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

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



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

335, 337, & 349 East 33rd Avenue

map: 1 of 1
 scale: NTS



City of Vancouver

EXPLANATION**Authorization to enter into a
Heritage Revitalization Agreement
with the owner of 265 Carrall Street**

After the public hearing on February 12, 2008, Council resolved to enter into a by-law to authorize an agreement with the owner of the property at 265 Carrall Street pursuant to Section 592 of the Vancouver Charter. The Director of Planning has advised that any prior-to conditions are complete, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
October 28, 2008

265 Carrall Street



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 properties including terms and conditions to which Council and the owner may agree.

Certain properties bearing the civic address of 265 Carrall Street, and the following legal description:

Parcel Identifier: 009-354-492

Lot B

Parcel Identifier: 015-713-351

The East 26 Feet of Lot 14

Both of:

Block 2

OGT

Plan 10753

contain 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 properties have agreed to facilitate conservation of the building by agreeing to the terms and conditions set out in the attached heritage revitalization agreement.

LAND TITLE ACT

FORM C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use)

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

Jim Blair
City of Vancouver Law Department
453 West 12th Avenue
Vancouver, B.C., V5Y 1V4
Phone 873-7514 (BTQ/mk) Client No. 10647

Signature of Agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)

(LEGAL DESCRIPTION)

009-354-492

Lot B Block 2 Old Granville Townsite Plan 10753

015-713-351

The East 26 Feet of Lot 14 Block 2 Old Granville Townsite Plan 168

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

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
- (c) Release There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharge as a charge on the land described in Item 2.

5. TRANSFEROR(S):*

KING TIGER INVESTMENTS LTD., Incorporation No. 723255
5316 Marine Drive, West Vancouver, British Columbia V7X 2P6
CTC BANK OF CANADA (as to Priority)

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

CITY OF VANCOUVER, 453 West 12th Avenue, Vancouver, B.C., 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)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
_____				KING TIGER INVESTMENTS LTD. by its authorized signatory(ies)
(Solicitor)				Print Name: _____
_____				Print Name: _____
(Solicitor)				CTC BANK OF CANADA , by its authorized signatory(ies)
_____				Print Name: _____
				Print Name: _____
Bruce T. Quayle Barrister and Solicitor 453 West 12 th Avenue Vancouver, BC V5Y 1V4 Tel: 604-873-6545				CITY OF VANCOUVER by its authorized signatory: _____
				Frances J. Connell/Graham P. Johnsen

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.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
** If space insufficient, continue executions on additional page(s) in Form D.

**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 Document Form

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant Priority Agreement granting the above Section 219 Covenant priority over Mortgage BB516560 and Assignment of Rents BB516561	Pages 7 - 8, Article 2 Page 15	Transferee Transferee
Section 219 Covenant Priority Agreement granting the above Section 219 Covenant priority over Mortgage BB516560 and Assignment of Rents BB516561	Pages 8 - 10, Article 4 Page 15	Transferee Transferee
Statutory Right of Way Priority Agreement granting the above Statutory Right of Way priority over Mortgage BB516560 and Assignment of Rents BB516561	Page 11 - 12, Article 6 Page 15	Transferee Transferee
Equitable Charge Priority Agreement granting the above Equitable Charge priority over Mortgage BB516560 and Assignment of Rents BB516561	Page 12, Article 7 Page 15	Transferee Transferee

TERMS OF INSTRUMENT - PART 2

Heritage Revitalization Agreement - 265 Carrall Street

WHEREAS:

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

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

and

PID: 015-713-351
The East 26 Feet of Lot 14 Block2 Old Granville Townsite Plan 168

(together, the “Lands”)

B. There is situated on the Lands a building, known as the Boulder Hotel (the “Building”), which is designated as a protected heritage building and listed in Category B on the Vancouver Heritage Register.

C. Pursuant to development permit application DE410844 (the “DP Application”), the Owner has applied to the City for permission to redevelop the Lands:

- (i) by rehabilitating Building, in exchange for, among other things, the removal thereof from the City’s *Single Room Accommodation Bylaw* and the assignment to the Lands of a heritage density bonus grant of 61,825 square feet to be transferred for use off-site in accordance with the City’s policy on Transfer of Density; and
- (ii) by consolidating the Lands and constructing, at its westerly side facing Cordova St., a seven story addition to the Building and, on top of the Building, a two story addition, to create a mixed-use building containing 23 residential units and, at ground level, 3 retail units.

D. The City will permit the foregoing proposal, subject to a number of conditions, including, without limitation, that certain heritage features of the Building are to be rehabilitated in a timely fashion and thereafter preserved and maintained at the Owner’s expense.

E. Pursuant to Section 592 of the *Vancouver Charter S.B.C. 1953, c.55*, a heritage revitalization agreement may, among other things, vary or supplement provisions of a subdivision by-law, a zoning by-law, a development cost levy by-law, a development permit and a heritage alteration permit, and may include such other terms and conditions as the City and the Owner may agree.

THEREFORE in consideration of the sum of ten dollars (\$10.00) now paid by the City to the Owner and for other good and valuable consideration passing from the City to the Owner (the receipt and sufficiency of which the Owner hereby acknowledges) the parties agree as follows:

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

1.1 Definitions. The terms defined in this Section 1.1 will, unless otherwise specifically provided for in this Agreement (as defined below), have the following meanings:

- (a) **“Addition”** means the two storey addition to the Building to be carried out pursuant to the DP Application;
- (b) **“Building”** means the Building as defined in Recital B above and includes, without limitation, all permitted replacements thereof and therein and additions thereto; and
- (c) **“Building By-law”** means the City of Vancouver Building By-law No. 9419 of 2007, as varied or supplemented from time to time, and includes its successor building by-law to the extent the same is or may be applicable;
- (d) **“Building’s Heritage Features”** means:
 - (i) the Building’s two principal, exterior, stone heritage facades, which face Cordova and Carrall Streets;
 - (ii) the documented 1938 appearance of the Building’s wood windows and storefronts;
 - (iii) some of the Building’s interior finishing features, including, without limitation, newel posts, stair balusters, door trims and coronets, wainscoting, shutters and hardware;
- (e) **“City”** means the municipal corporation continued pursuant to the *Vancouver Charter*, and **“City of Vancouver”** means the geographic location;
- (f) **“Consultant”** means the Owner’s heritage consultant who will be a registered architect or professional engineer in good standing and who will have substantial experience in heritage rehabilitation work;
- (g) **“Development Permit”** is the City Development Permit issued pursuant to the DP Application;
- (h) **“DP Application”** has the meaning given in Recital C above;
- (i) **“Effective Date”** means the date that this Agreement is executed by the City;

- (j) **“Floor Space”** means the buildable (or built) area of a development calculated, if the Zoning and Development By-laws contain a method of measurement of floor space, in accordance with such method, taking into account any inclusions required and exclusions allowed under the Zoning and Development By-laws;
- (k) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c.250, 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;
- (l) **“Lands”** has the meaning given in Recital A above and includes, without limitation, any and all parcels into which they are consolidated and/or, whether by strata plan or otherwise, subdivided;
- (m) **“Owner”** means the registered owner of the Lands as of the Effective Date and all of his, her or its assigns, successors and successors in title to the Lands;
- (n) **“Transferable Density”** means the additional development rights of 61,825 square feet of floor space that, subject to the terms and conditions of this Agreement and the Development Permit, have been or will be assigned by the City to the Lands;
- (o) **“Zoning and Development By-laws”** means those of the by-laws of the City that from time to time regulate the use and development of land in the City of Vancouver, including, without limitation, with respect to allowable density and floor space ratios, and are applicable to the Lands and to every part into which the Lands may be subdivided, including, without limitation, the City’s Zoning and Development By-Law No. 3575.

1.2 **Headings.** The division of this Agreement into Articles, Sections and Paragraphs and the insertion of headings is for the convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Recitals, Articles, Sections or Paragraphs are to Recitals, Articles, Sections or Paragraphs of this Agreement.

1.3 **Number.** Words 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.

1.4 **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.

**ARTICLE 2
REHABILITATION OF BUILDING**

2.1 Pursuant to Section 592 of the *Vancouver Charter* S.B.C. 1953, c.55 and Section 219 of the *Land Title Act*, the Owner covenants to and agrees with the City, as a covenant running with, charging and binding the Lands, that the Owner, at its expense:

- (a) will rehabilitate and restore the Building in a timely fashion to the City's satisfaction in accordance with the Development Permit, including, without limitation:
 - (i) seismic upgrading of the Building so that it meets the new building, structural requirements of the Vancouver Building By-law; and
 - (ii) rehabilitation, restoration and replication of the Building's Heritage Features as required by the Development Permit;
- (b) will ensure that the Consultant supervises in all respects the required rehabilitation of the Building's Heritage Features;
- (c) will secure the Building from vandalism and occupation by squatters, to the City's satisfaction, at all times during its rehabilitation under this agreement;
- (d) will obtain and keep, to the City's satisfaction, insurance for the Building, so that it is insured to full replacement value against all perils, including, without limitation, earthquake, at all times during and after the rehabilitation thereof;
- (e) will deliver to the City, once the rehabilitation of the Building as required hereby is complete, a signed statement from the Consultant (in form and contents satisfactory to the City) confirming that the rehabilitation thereof has been fully completed as required;
- (f) until the rehabilitation of the Building as required hereby is completed to the City's satisfaction, will not and will not suffer or permit any other person to use or occupy the Building or any part thereof or any other structure on the Lands until the City has issued an occupancy permit therefor, and the Owner will not and will not permit any other person to apply for or take any action to compel the City to issue an occupancy permit for the Building or any part thereof or any part of any other structure on the Lands until the rehabilitation of the Building as required hereby is completed to the City's satisfaction, and the Owner agrees that the City will be under no obligation to issue an occupancy permit for the Building or any part thereof or any part of any other structure on the Lands until the rehabilitation of the Building as required hereby is completed to the City's satisfaction, notwithstanding that all other conditions and City by-law requirements in respect thereof may have been fulfilled, except that prior to the City issuing a demolition and/or building permit in respect of the work contemplated by the Development Permit and the commencement of such any such work, the Owner and/or persons

authorized by the Owner may use and occupy the ground floor level of the Building, provided such use and occupancy is otherwise lawful in all respects; and

- (g) will not transfer any of his, her or its ownership interest in the Lands without the prior written consent of the City.

ARTICLE 3 FAÇADE GRANT

3.1 Subject to set-off of any amounts the Owner may owe to the City for any unsatisfied obligations of the Owner pursuant to this agreement or the Development Permit, the City will pay to the Owner, in relation to the rehabilitation of the Building's two principal facades, a façade grant in the amount of one hundred thousand dollars (\$100,000.00):

- (a) upon the completion of the rehabilitation and restoration of the Building in accordance with this agreement and the Development Permit;
- (b) upon the City's Director of Planning having received a signed statement from the Consultant confirming that the rehabilitation and restoration of the two principal heritage façades on the Building is complete;
- (c) upon the City issuing an occupancy permit for full occupancy of the Building as redeveloped pursuant to the Development Permit;
- (d) if all obligations of the Owner to the City pursuant to this Agreement, the HRA and the Development Permit have, in the opinion of the City, been fully satisfied;
- (e) if the Owner is not then in arrears of property taxes in respect of the Lands; and
- (f) if the Owner has complied with all City policies regarding the rehabilitation of Building's heritage façades.

ARTICLE 4 HERITAGE PRESERVATION AND PROTECTION

4.1 Pursuant to Section 592 of the *Vancouver Charter* and, for subsections (a), (b), (c), (f) and (i) below, pursuant to Section 219 of the *Land Title Act*, the Owner covenants to and agrees with the City, as a covenant running with, charging and binding the Lands, that at all times after completion of the Building's rehabilitation as required by this agreement:

- (a) the Owner will preserve, protect, maintain and keep the Building, including, without limitation, the Building's Heritage Features, in good condition in all respects as would a reasonable and prudent owner;
- (b) the Owner will not alter the exterior, make structural changes, or renovate or reconfigure the Building (or any part thereof) in any way, except as may be permitted by this agreement, the Development Permit or a heritage alteration permit issued by the City;

- (c) if the Building is ever damaged in any way, the Owner, at his, her or its expense, unless it is unlawful or uneconomic to do so, will repair it and restore its appearance as necessary to put it back into the condition and appearance it was in prior to the damage;
- (d) in any determination as to whether it is uneconomic to repair the Building in such circumstances, only land economic factors will be considered, including, without limitation, the cost of repair, the cost of the replacement building contemplated below and the fact that heritage incentives (including the Transferable Density) have been granted in respect of the Building;
- (e) if the Owner and the City cannot agree on whether it is economic to repair the Building in such circumstances, the matter will be determined by arbitration pursuant to Section 4.1(g);
- (f) if the Owner and the City agree or if an arbitrator(s) determines that it is uneconomic to repair the Building, the Owner will not be obligated to repair the Building but will be restricted to building on the Lands a building of similar form, massing, quality of materials, detailing and height as the original Heritage Building and the City will, at the Owner's expense, execute and deliver an amendment, and to the extent applicable a partial discharge, of this Agreement to reflect such change in circumstances;
- (g) all disputes arising from Section 4.1(e) will be determined by arbitration in the manner set out in this Section 4.1(g). Within thirty (30) days following written notice of the dispute by either party to the other, such dispute will be referred to a single arbitrator to be chosen by the Owner and the City; provided that if the Owner and the City do not agree as to the choice of a single arbitrator, then by three (3) arbitrators, one (1) of whom will be chosen by the Owner, one (1) of whom will be chosen by the City and the third by the two (2) so chosen, and the third arbitrator so chosen will be the chairman. Decisions will be made by the majority of the arbitrators. If within fifteen (15) days or such extended time as the parties may agree upon, a party who has been notified of a dispute fails to appoint an arbitrator or the two (2) arbitrators appointed by the parties do not agree upon a third arbitrator, then the party or parties not in default may apply to the British Columbia International Commercial Arbitration Centre or, if it or a successor thereto does not exist at such time, to a Judge of the Supreme Court of British Columbia for the appointment of an arbitrator to represent the party or parties in default or a third arbitrator or both of such arbitrators. The costs of the reference and award will be in the discretion of the arbitrators who may direct to and by whom and in what manner those costs or any part thereof will be paid, and may tax or settle the amount of costs to be so paid or any part thereof and may award costs to be paid as between solicitor and client. Except as to matters otherwise provided herein, the provisions of the *Commercial Arbitration Act* (British Columbia), as amended or re-enacted from time to time, will apply;

- (h) the by-law variations effected by and the other benefits granted to the Owner in relation to this agreement are full and fair compensation for the obligations and restrictions placed upon the Owner by this agreement, and the Owner waives and renounces all claims for further or other compensation by reason of this agreement; and
- (i) the City, at its cost, may affix a commemorative plaque to the Building and the Owner will not at anytime thereafter do anything to obscure, deface or remove same.

**ARTICLE 5
TRANSFERABLE DENSITY AND BY-LAW VARIATION**

5.1 The HA - 2 District Schedule of the City's Zoning and Development By-Law No. 3575 is hereby varied in respect of the Lands, but only the Lands:

- (a) by assigning the Transferable Density to the Lands; and
- (b) to permit a building height of 78 feet on the Lands in accordance with the Development Permit.

5.2 The Owner's use of the Transferable Density will be subject to all City policies from time to time governing the use and transfer of transferable density and subject to the following:

- (a) the Transferable Density will not be used on the Lands;
- (b) any transfer of any of the Transferable Density will be restricted to locations identified within the City's Transfer of Density Policy only; and
- (c) except as otherwise provided for herein, none of the Transferable Density may be transferred to any other lands until the rehabilitation of the Building as required hereby is complete and an occupancy permit for full occupancy of the Building has been issued.

5.3 Notwithstanding the foregoing, the Owner will be permitted to transfer some or all of the Transferable Density before the rehabilitation of the Building pursuant to this agreement is complete and an occupancy permit for the Building has been issued, if, to the City's satisfaction, all of the following conditions have been met:

- (a) this agreement has been fully registered in the Land Title Office in the manner set out in the agreement;
- (b) the Development Permit and a building permit for the rehabilitation of the Building as required hereby have been issued to the Owner by the City;
- (c) the Owner has provided to the City a letter of credit in the amount equal to the lesser of:

- (i) one hundred and twenty percent (120%) of the then estimated cost to complete the rehabilitation of the Building as required hereby (such estimated cost to be made by the Consultant and the Owner's quantity surveyor and explicitly accepted in writing by the City); or
- (ii) three million ninety one thousand two hundred and fifty dollars (\$3,091,250.00) (the value of the Transferable Density at \$50 per sq. ft.);
- (d) the Owner has complied with all of the City's policies and procedures with respect to transfer of Transferable Density; and
- (e) the Owner is not at the time of transfer in breach of any of its obligations to the City set out in this agreement or any other agreement between the City and the Owner with respect to the Lands.

5.4 All letters of credit required by this Agreement will be issued by a Schedule I Canadian chartered bank and will be unconditional, irrevocable and self-renewing and otherwise in a form and content which is acceptable to the City. Further, all letters of credit 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 until the Owner has, to the City's full satisfaction, completed all of its obligations under this Agreement. The City may call upon the letter of credit and apply the proceeds there from as the City sees fit 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 acts of bankruptcy or becomes bankrupt or takes the benefit of any act or legislation that may be enforced for bankrupts or insolvent debtors;
- (c) the Owner is not carrying out or has not carried out the rehabilitation of the Building pursuant to this agreement in a manner satisfactory to the City;
- (d) the City undertakes all or any part of the rehabilitation of the Building pursuant to this agreement; and/or
- (e) the Owner is in breach of any of its obligations under this agreement.

ARTICLE 6 STATUTORY RIGHT OF WAY

6.1 Pursuant to Section 218 of the *Land Title Act*, the Owner hereby grants to the City a statutory right of way to enter and be upon the Lands, and in the event that the Owner is in default of any of its obligations under this Agreement, to undertake and diligently prosecute to conclusion the rehabilitation of and to preserve, protect, maintain, repair and/or replace the Building, if the City should at any time choose to do so; provided, however, that nothing herein

obligates the City to conduct the rehabilitation of the Building, or any part thereof, or to preserve, protect, maintain, repair and/or replace the Building.

6.2 In the event that the City enters upon the Lands to conduct all, or any part, of the rehabilitation of the Building or any other work contemplated by Section 6.1:

- (a) there will be no express or implied warranties as to the quality of such rehabilitation work or any other work contemplated by Section 6.1 or the suitability of the materials for the purposes for which they are put; and
- (b) the Owner will pay to the City the costs incurred by the City in undertaking such rehabilitation work or any part thereof, and any other work contemplated by Section 6.1, plus twenty percent (20%) of such costs as fair compensation for the City's administrative costs.

6.3 The statutory right of way set out in this Article 6 is necessary for the operation and maintenance of the City's undertaking.

ARTICLE 7 EQUITABLE CHARGE

7.1 The Owner 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 and the provisions of this Article 7 will survive any termination of this agreement and continue to apply. This equitable charge may be enforced by the appointment of a receiver for the sale of the Lands.

ARTICLE 8 RELEASE AND INDEMNITY

8.1 The Owner hereby releases, indemnifies and saves harmless the City and its officials, councillors, employees, contractors, agents and licensees (each, a "City Party" for the purposes of this Section 8.1), from and against all liabilities, actions, statutory or other proceedings, judgements, investigations, claims, losses, loss of profit, damages, consequential damages, fines, penalties, costs and legal costs on a solicitor own client basis (i) which the City or a City Party may suffer or incur, in the case of the indemnity contained herein, and (ii) which the Owner or its directors, officers, employees, contractors, agents or licencees may suffer or incur, in the case of the release contained herein, in each case, arising out of or in any way connected with:

- (a) the inability of the Owner to use, in whole or in part, any of the Transferable Density that may be used pursuant to this Agreement, whether such inability arises from the decision of the City's Development Permit Board, City Council, a court of competent jurisdiction or otherwise (other than where the decision of the City Party is patently malicious or capricious);
- (b) the City conducting all or any portion of the rehabilitation of the Building or any other work contemplated by this agreement;

- (c) the City withholding any permits (including, without limitation, an occupancy permit) under this agreement, until the Owner has fully complied with all requirements of the City in this agreement and otherwise applicable to the Lands;
- (d) this agreement, except to the extent the same arises directly and solely from a default of the City or a City Party hereunder;
- (e) any release of this agreement or the loss of any of the rights granted hereunder;
- (f) the non-compliance, if any, of the Lands, the Building or any part of either thereof with any City by-law; and
- (g) issuance of any development permit in respect of the Lands.

The releases and indemnities set out in this Article 8 will survive the expiration or earlier termination of this Agreement and will survive any modification, release or partial release of any of the covenants created by this Agreement. The releases and indemnities in this Article 8 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted hereby.

ARTICLE 9 GENERAL

9.1 If the registered owner of the Lands will be more than one party, such parties will be jointly and severally liable to the City for the performance and observance of the Owner's obligations in this agreement.

9.2 Time is of the essence in all respects in relation to this agreement and any instance of waiver of that requirement will not be a waiver for all or any other purpose hereunder.

9.3 The Owner, at his, her or its expense, after execution of this agreement, will 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 financial encumbrances except financial encumbrances in favour of the City.

9.4 In any action to enforce this agreement the City will be entitled to court costs on an actual cost basis. In addition to any other rights the City may have pursuant to this agreement or at law or in equity, the City may enforce this agreement by mandatory and prohibitory injunctions.

9.5 If the Land Title Office refuses to register this agreement, the Owner agrees to modify or re-execute this agreement to the City's satisfaction so as to enable registration.

9.6 This agreement will charge and run with the Lands and will enure to the benefit of and be binding upon the Owner and its successors and trustees and the Owner's successors in title to the Lands and their respective trustees and successors and all parties claiming through such owners.

9.7 Without limiting the generality of Section 9.6, if the Lands, or any portion thereof, are subdivided by way of a strata plan and the Building or any part thereof is located within the strata plan:

- (a) this agreement will charge each strata lot and will be noted on the common property sheet of the strata corporation;
- (b) the strata corporation or strata corporations so created will be responsible for the performance and observance of the Owner's covenants and obligations herein 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 and obligations in this agreement will be in proportion to the unit entitlement of his, her or its strata lot as established by the strata plan and will be treated as a common expense and all strata lot owners will contribute to such costs in proportion to their unit entitlement, subject to the *Strata Property Act* (British Columbia) and the by-laws of the strata corporation.

9.8 If the Building is subdivided out of the Lands by way of an air space parcel or conventional building subdivision, provided always that an occupancy permit has first been issued for the Building and the rehabilitation thereof pursuant to this agreement has been completed to the City's satisfaction, the City will, within a reasonable time of being requested to do so by the Owner and at the Owner's expense, release and discharge this agreement from title to that portion of the subdivided Lands in which no part of the Building is located.

9.9 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.

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

PRIORITY AGREEMENT**MEMORANDUM AS TO ENCUMBRANCES, LIENS and INTERESTS**

CTC BANK OF CANADA (the "Chargeholder")
holder of Mortgage No. BB516560 and Assignment of Rents No. BB516561
(collectively, the "Charge")
charging Lot B Block 2 Old Granville Townsite Plan 10753 and
The East 26 Feet of Lot 14 Block 2 Old Granville Townsite Plan 168 (together, the "Lands")

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder, the Chargeholder, being the holder of the Charge, hereby consents to the granting of the Section 219 Covenant, Statutory Right of Way and Equitable Charge (collectively, the "Encumbrance") which are contained in the attached agreement, and consents and agrees that the Encumbrance shall be binding upon the Chargeholder's interest in or charge upon the Lands and shall be an encumbrance upon the Lands in priority to the Charge in the same manner and to the same effect as if the Encumbrance had been granted and registered against title to the Lands prior to the dating, execution and registration of the Charge and the advance of any monies thereunder.

IN WITNESS WHEREOF the Chargeholder has executed this Priority Agreement by causing its proper officers to sign the General Instrument - Part 1 attached hereto.

END OF DOCUMENT

EXPLANATION**Authorization to enter into a
Heritage Revitalization Agreement
with the owner of 1300 Granville Street**

At a public hearing on September 16, 2008, Council resolved to enter into a by-law to authorize an agreement with the owner of the property at 1300 Granville Street pursuant to Section 592 of the Vancouver Charter. 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
October 28, 2008

1300 Granville Street

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 1300 Granville Street, and the following legal description:

PID: 009-533-354

Lot A Block 113 District Lot 541 Plan 9441

PID: 009-533-419

Lot 1 Block 113 District Lot 541 Plan 210

PID: 009-533-427

Lot 2 Block 113 District Lot 541 Plan 210

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)

Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use)

Page 1 of 18 pages

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

Signature of Agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)	(LEGAL DESCRIPTION)
009-533-419	Lot 1 Block 113 District Lot 541 Plan 210 ("Lot 1")
009-533-427	Lot 2 Block 113 District Lot 541 Plan 210 ("Lot 2")
009-533-354	Lot A Block 113 District Lot 541 Plan 9441 ("Lot A")

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
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
- (c) Release There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharge as a charge on the land described in Item 2.

5. TRANSFEROR(S):*

RIZE ALLIANCE (1300 GRANVILLE) PROPERTIES LTD. (Inc. No. BC754049), 320 - 1085
Homer Street, Vancouver, B.C., V6B 2X5

HSBC BANK CANADA (as to priority, in respect of Lot 1 and Lot 2, in 3(b), (e), (h) and (k))

NORTH SHORE CREDIT UNION (as to priority, in respect of Lot A, in 3(c), (f), (i) and (l))

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

CITY OF VANCOUVER, 453 West 12th Avenue, Vancouver, B.C., 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)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
<hr/> (Solicitor) (as to both signatures)	08			RIZE ALLIANCE (1300 GRANVILLE) PROPERTIES LTD. by its authorized signatories: <hr/> Print Name: <hr/> Print Name:
<hr/> Stephen F. Hayward Solicitor 453 West 12 th Avenue Vancouver, BC, V5Y 1V4 Tel: 604-873-7714	08			CITY OF VANCOUVER by its authorized signatory: <hr/> Frances J. Connell/Graham P. Johnsen

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.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
** If space insufficient, continue executions on additional page(s) in Form D.

LAND TITLE ACT
FORM D
EXECUTIONS CONTINUED

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
_____ (Solicitor) (as to both signatures)	08			HSBC BANK CANADA by its authorized signatory(ies) _____ Print Name: _____ Print Name:
_____ (Solicitor) (as to both signatures)	08			NORTH SHORE CREDIT UNION by its authorized signatory(ies) _____ Print Name: _____ Print Name:

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM E
SCHEDULE**

Enter the Required Information in the Same Order as the Information Must Appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

3. NATURE OF INTEREST:

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
(a) Section 219 Covenant	Page 9, Article 2	Transferee
(b) Priority Agreement granting the above Section 219 Covenant priority over Mortgage BA366194 and Assignment of Rents BA366195	Page 17	Transferee
(c) Priority Agreement granting the above Section 219 Covenant priority over Mortgage BA422987 and Assignment of Rents BA422988	Page 18	Transferee
(d) Section 219 Covenant	Pages 10 - 11, Article 3	Transferee
(e) Priority Agreement granting the above Section 219 Covenant priority over Mortgage BA366194 and Assignment of Rents BA366195	Page 17	Transferee
(f) Priority Agreement granting the above Section 219 Covenant priority over Mortgage BA422987 and Assignment of Rents BA422988	Page 18	Transferee
(g) Statutory Right of Way	Page 11, Article 4	Transferee
(h) Priority Agreement granting the above Statutory Right of Way priority over Mortgage BA366194 and Assignment of Rents BA366195	Page 17	Transferee
(i) Priority Agreement granting the above Section 219 Covenant priority over Mortgage BA422987 and Assignment of Rents BA422988	Page 18	Transferee
(j) Equitable Charge	Page 12, Article 5	Transferee
(k) Priority Agreement granting the above Equitable Charge priority over Mortgage BA366194 and Assignment of Rents BA366195	Page 17	Transferee
(l) Priority Agreement granting the above Section 219 Covenant priority over Mortgage BA422987 and Assignment of Rents BA422988	Page 18	Transferee

TERMS OF INSTRUMENT - PART 2

Heritage Revitalization Agreement - 1300 - 1336 Granville Street

WHEREAS:

A. The Owner (as hereinafter defined) is the registered owner of the lands and premises in the City of Vancouver with a civic address of 1300 Granville Street, legally known and described as:

PID: 009-533-419
Lot 1 Block 113 District Lot 541 Plan 210; and

PID: 009-533-427
Lot 2 Block 113 District Lot 541 Plan 210,

(collectively, the “**Yale Hotel Lands**”);

B. Situate on the Yale Hotel Lands is a building known as the Yale Hotel (as more particularly defined in Section 1.1, the “**Yale Hotel**”) which is listed in Category B on the Vancouver Heritage Register;

C. The Owner is also the registered owner of the lands and premises in the City of Vancouver with a civic address of 1336 Granville Street, legally known and described as:

PID: 009-533-354
Lot A Block 113 District Lot 541 Plan 210,

(the “**Cecil Hotel Lands**”);

D. Situate on the Cecil Hotel Lands is a building known as the “**Cecil Hotel**”;

E. The Owner intends to consolidate the Yale Hotel Lands and the Cecil Hotel Lands and to thereafter develop them, and to enable such has applied to, inter alia:

(i) rezone the Yale Hotel Lands and the Cecil Hotel Lands to increase the density available for use on site (the “**Rezoning**”);

(ii) retain the Yale Hotel; and

(iii) demolish the Cecil Hotel and construct a new market residential tower on the Cecil Hotel Lands;

F. The City has agreed to the foregoing subject to a number of conditions, including without limitation, that:

(i) the Yale Hotel be designated by by-law as a legally protected heritage building;

- (ii) ownership of the 43 SRAs (as hereinafter defined) in the Yale Hotel on the top two floors be transferred to the City;
- (iii) the Owner restore and thereafter maintain the historic Yale Hotel building, and enter into a heritage revitalization agreement with the City pursuant to Section 592 of the *Vancouver Charter* (as hereinafter defined) to set forth the basis on which it will be required, and agrees, to do so; and

G. Pursuant to Section 592 of the *Vancouver Charter*, a heritage revitalization agreement may, among other things, vary or supplement provisions of a subdivision by-law and a zoning by-law, and may include such other terms and conditions as the City's council and the Owner may agree, which other agreements this Agreement sets forth.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the sum of Ten Dollars (\$10.00) now paid by the City to the Owner and for other good and valuable consideration passing from the City to the Owner (the receipt and sufficiency of which the Owner hereby acknowledges), the parties agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions. The terms defined in this Section 1.1 shall, unless otherwise specifically provided for in this Agreement (as defined below), have the following meanings:

- (a) **"Agreement"** means this instrument and agreement, all land title instruments and forms attached and all schedules, if any, to this instrument and agreement;
- (b) **"Building By-law"** means the City of Vancouver Building By-law No. 9419, as varied or supplemented from time to time, and includes any successor building by-law to the extent the same is or may be applicable;
- (c) **"Cecil Hotel"** has the meaning set out in Recital D;
- (d) **"Cecil Hotel Lands"** has the meaning set out in Recital C;
- (e) **"City"** means the municipal corporation continued pursuant to the *Vancouver Charter*, and **"City of Vancouver"** means the geographic location;
- (f) **"Conservation Plan"** means the written plan and guidelines dated December 10, 2007 prepared by or under the supervision of the Consultant for the conservation and preservation of the Heritage Building after its rehabilitation as required hereby is complete, as the same may be amended or supplemented from time to time with the prior written consent of the Director of Planning;
- (g) **"Consultant"** means the Owner's heritage consultant who shall be a registered architect or professional engineer in good standing and who shall have substantial experience in heritage rehabilitation work, which Consultant as of the Effective Date is Busby Perkins + Will Architects;

- (h) **“Development Permit”** means any development permit issued in respect of the Yale Hotel building Rehabilitation contemplated by this Agreement, and includes the application therefor, together with any drawings and specifications submitted in support thereof, and any supplements or amendments thereto;
- (i) **“Director of Legal Services”** means the chief administrator from time to time of the Legal Services Department of the City and her successors in function and their respective nominees;
- (j) **“Director of Planning”** means the chief administrator from time to time of the Planning Department of the City and his successors in function and their respective nominees;
- (k) **“Effective Date”** means the date that this Agreement is executed by the Director of Legal Services;
- (l) **“Heritage Building”** means the Yale Hotel;
- (m) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c.250, 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;
- (n) **“Lands”** means collectively the Yale Hotel Lands and the Cecil Hotel Lands and includes, without limitation, any and all parcels into which they are consolidated and/or in any way subdivided;
- (o) **“Owner”** means the registered owner of the Lands as of the Effective Date, namely Rize Alliance (1300 Granville) Properties Ltd., and all of its respective assigns, successors and successors in title to the Lands or any part thereof and, if the Lands are subdivided by way of a strata plan, then **“Owner”** includes, without limitation, a strata corporation thereby created;
- (p) **“Rehabilitation”** or **“Rehabilitate”** means the rehabilitation and restoration of the Heritage Building to the satisfaction of the City in accordance with this Agreement, the Development Permit, the Conservation Plan and the directions and guidelines of the City applicable;
- (q) **“Rezoning”** has the meaning set out in Recital E(i);
- (r) **“SRA”** means single room accommodation designated as such by City’s Single Room Accommodation By-law No. 8733, as amended and supplemented from time to time;
- (s) **“Vancouver Charter”** means the *Vancouver Charter* S.B.C. 1953, c.55, as amended or replaced from time to time; and

- (t) **“Yale Hotel”** means:
- (i) the Yale Hotel building, all elements thereof and all permitted improvements thereto and replacements thereof;
 - (ii) any other building or structure located on the Yale Hotel Lands and identified as comprising part of the Yale Hotel in the Development Permit or in the applicable heritage designation by-law or heritage revitalization by-law; and
 - (iii) any other feature or fixture of the Yale Hotel identified in the Development Permit or in the applicable heritage designation by-law or heritage revitalization by-law;
- (u) **“Yale Hotel Lands”** has the meaning set out in Recital A.

1.2 **Headings.** The division of this Agreement into Articles, Sections and Paragraphs and the insertion of headings is for the convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Recitals, Articles, Sections or Paragraphs are to Recitals, Articles, Sections or Paragraphs of this Agreement.

1.3 **Number.** Words 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.

1.4 **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.

1.5 **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.

1.6 **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.

**ARTICLE 2
REHABILITATION OF THE HERITAGE BUILDING**

Pursuant to Section 219 of the *Land Title Act*, the Owner covenants and agrees with the City, as covenants and agreements running with, charging and binding the Lands, in respect of the use of the Lands and the buildings located thereon, that:

- (a) the Owner shall, at its sole expense, Rehabilitate the Heritage Building;
- (b) all heritage aspects of Rehabilitation shall be supervised by the Consultant;
- (c) at all times during the Rehabilitation, the Owner shall, to the satisfaction of the City, secure the Heritage Building from vandalism and occupation by squatters;
- (d) during the Rehabilitation, the Owner shall, to the satisfaction of the Director of Legal Services, keep the Heritage Building insured to its full replacement value against all perils, including, without limitation, damage or destruction by earthquake;
- (e) the Owner shall complete the Rehabilitation, within two years of the Effective Date, unless the Director of Planning agrees in writing to an extension of such deadline;
- (f) on completion of the Rehabilitation, the Owner shall cause the Consultant to submit to the Director of Planning a signed statement (in form and contents satisfactory to the Director of Planning) confirming that the Rehabilitation has been fully completed;
- (g) the City shall be under no obligation to issue, and neither the Owner nor any other person shall apply for, nor take any action to compel the issuance of, an occupancy permit for the Heritage Building or for any building or improvement constructed on the Lands (or any part thereof) notwithstanding that all other conditions and City by-law requirements in respect thereof may have been fulfilled until the Rehabilitation is completed;
- (h) until the Rehabilitation is completed and an occupancy permit has been issued for the Heritage Building as so rehabilitated:
 - (i) neither the Owner nor any other person whatsoever shall suffer, cause or permit the use or occupation of the Heritage Building or any part thereof except for occupancy under the Existing or Permitted Tenancies, nor the use or occupation of any other building or improvement constructed on the Lands;
 - (ii) the person that is the registered Owner on the Effective Date shall not transfer all or any of its legal or beneficial ownership in the Lands without the prior written consent of the Director of Legal Services.

ARTICLE 3
CONTINUING USE, PRESERVATION AND PROTECTION OF THE HERITAGE BUILDING

Pursuant to Section 219 of the *Land Title Act*, the Owner covenants and agrees with the City, as covenants and agreements running with, charging and binding the Lands, in respect of the use of the Lands and the buildings located thereon, that:

- (a) the Owner shall, to the satisfaction of the Director of Planning, preserve, protect, maintain and keep in good order the Heritage Building as would a reasonable and prudent owner;
- (b) the Owner shall, to the satisfaction of the Director of Legal Services, keep the Heritage Building insured to its full replacement value against all perils, including, without limitation, damage or destruction by earthquake;
- (c) the Owner shall not, except as may be permitted by this Agreement, the Development Permit or a heritage alteration permit issued by the City, alter the exterior, make structural changes, or renovate or reconfigure the Heritage Building (or any part thereof);
- (d) if the Heritage Building is damaged, the Owner shall, at the Owner's sole expense, repair the Heritage Building if to do so is lawful and economic. In determining if it is economic to repair the Heritage Building, the Owner and the City will consider only land economic factors including the cost of repair, the cost of the replacement building contemplated below and the fact that heritage incentives (including any granted as part of the rezoning of the Lands) have been granted herein. If the Owner and the City cannot agree on whether it is economic to repair the Heritage Building, such question shall be determined by arbitration pursuant to paragraph (e) below. If the Owner and the City agree or if an arbitrator(s) determines that it is uneconomic to repair the Heritage Building or if the Heritage Building is destroyed, the Owner shall not be obligated to repair or rebuild the Heritage Building, but will be restricted to building on the Lands a building of similar form, massing, quality of materials, detailing and height as the original Heritage Building, and the City shall, at the Owner's expense, execute and deliver an amendment, and to the extent applicable a partial discharge (in which case paragraphs (a), (b) and (c) of Article 7 will apply), of this Agreement to reflect such change in circumstances;
- (e) all disputes arising from paragraph (d) above shall be determined by arbitration in the manner set out in this paragraph (e). Within 30 days following written notice of the dispute by either party to the other, such dispute shall be referred to a single arbitrator to be chosen by the Owner and the City; provided that if the Owner and the City do not agree as to the choice of a single arbitrator, then by three arbitrators, one of whom shall be chosen by the Owner, one of whom shall be chosen by the City and the third by the two so chosen, and the third arbitrator so chosen shall be the chairman. Decisions will be made by the majority of the arbitrators. If within 15 days or such extended time as the parties may agree upon, a party who has been notified of a dispute fails to appoint an arbitrator or

the two arbitrators appointed by the parties do not agree upon a third arbitrator, then the party or parties not in default may apply to the British Columbia International Commercial Arbitration Centre or, if it or a successor thereto does not exist at such time, to a Judge of the Supreme Court of British Columbia for the appointment of an arbitrator to represent the party or parties in default or a third arbitrator or both of such arbitrators. The costs of the reference and award shall be in the discretion of the arbitrators who may direct to and by whom and in what manner those costs or any part thereof shall be paid, and may tax or settle the amount of costs to be so paid or any part thereof and may award costs to be paid as between solicitor and client. Except as to matters otherwise provided herein, the provisions of the *Commercial Arbitration Act* (British Columbia), as amended or re-enacted from time to time, shall apply; and

- (f) the City may, at its cost, affix a commemorative plaque to the Heritage Building and the Owner shall refrain from obscuring, defacing or removing same.

ARTICLE 4 STATUTORY RIGHT OF WAY

4.1 Pursuant to Section 218 of the *Land Title Act*, the Owner hereby grants to the City a statutory right of way to enter and be upon the Lands and to install upon the exterior of the Heritage Building a commemorative plaque regarding the Heritage Building's historical significance and, in the event that the Owner is in default of any of its obligations under this Agreement, to undertake and/or diligently prosecute to conclusion the Rehabilitation, and to preserve, protect, maintain, repair and/or replace the Heritage Building, if the City should at any time choose to do so.

4.2 Notwithstanding Section 4.1, nothing herein obligates the City to conduct the Rehabilitation, or any part thereof, or to preserve, protect, maintain, repair and/or replace the Heritage Building.

4.3 In the event that the City enters upon the Lands to conduct all, or any part, of the Rehabilitation, or any other work contemplated by Section 4.1:

- (a) there shall be no express or implied warranties as to the quality of the Rehabilitation, or any other work contemplated by Section 4.1, or the suitability of the materials for the purposes for which they are put; and
- (b) the Owner shall pay to the City the costs incurred by the City in undertaking the Rehabilitation or any part thereof, and any other work contemplated by Section 4.1, plus 20% of such costs as fair compensation for the City's administrative costs.

The statutory right of way set out in this Article 4 is necessary for the operation and maintenance of the City's undertaking.

**ARTICLE 5
EQUITABLE CHARGE**

The Owner 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 and the provisions of this Article 5 shall survive any termination of this Agreement and continue to apply. This equitable charge may be enforced by the appointment of a receiver for the sale of the Lands.

**ARTICLE 6
RELEASE AND INDEMNITY**

6.1 The Owner hereby releases, indemnifies and saves harmless the City and its officials, councillors, employees, contractors, agents and licensees (each, a “City Party” for the purposes of this Section 6.1), from and against all liabilities, actions, statutory or other proceedings, judgements, investigations, claims, losses, loss of profit, damages, consequential damages, fines, penalties, costs and legal costs on a solicitor own client basis (i) which the City or a City Party may suffer or incur, in the case of the indemnity contained herein, and (ii) which the Owner or its directors, officers, employees, contractors, agents or licencees may suffer or incur, in the case of the release contained herein, in each case, arising out of or in any way connected with:

- (a) the City conducting all or any portion of the Rehabilitation or any other work contemplated by this Agreement;
- (b) the City withholding any permits (including, without limitation, an occupancy permit) under this Agreement, until the Owner has fully complied with all requirements of the City in this Agreement and otherwise applicable to the Lands;
- (c) this Agreement, except to the extent the same arises directly and solely from a default of the City or a City Party hereunder;
- (d) any release of this Agreement or the loss of any of the rights granted hereunder;
- (e) the non-compliance, if any, of the Lands, the Heritage Building or any part of either thereof with any City by-law; and
- (f) issuance of any development permit in respect of the Lands.

6.2 Without limiting the generality of Section 6.1, the Owner hereby acknowledges and agrees that, notwithstanding that:

- (a) this Agreement and the heritage revitalization by-law authorizing it; and
- (b) the heritage designation by-law enacted concurrently with the heritage revitalization by-law, which identifies Yale Hotel as a “Protected Heritage Property”;

each impose consequent restrictions on the future redevelopment of the Lands, and the other terms and conditions of, this Agreement, the rezoning of the Lands and the Development Permit are full and fair compensation for the obligations and restrictions placed upon the Owner by this Agreement and such heritage designation by-law, including without limitation, any resulting reduction in the market value of the Lands or any part thereof and/or its improvements, and the Owner waives and renounces all claims for further or other compensation by reason of this Agreement and/or such heritage designation by-law, and acknowledges that the requirements of Section 595(1) of the *Vancouver Charter* have been met to its full satisfaction by the terms of this Agreement.

6.3 The releases and indemnities set out in this Article 6 shall survive the expiration or earlier termination of this Agreement and shall survive any modification, release or partial release of any of the covenants created by this Agreement. The releases and indemnities in this Article 6 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted hereby.

ARTICLE 7 DISCHARGE

7.1 Partial Discharge. The City agrees, without in any way affecting the other terms and conditions set out in this Agreement, to release the Section 219 Covenant described in Section 2.1 if and when all of the covenants and obligations in that Article have, in the City's sole discretion, been fully satisfied; provided, however that:

- (a) the City will have no obligation to execute such discharge until a written request therefore from the Owner has been received by the City;
- (b) the cost of preparation of the aforesaid discharge, and the cost of registration of same in the Vancouver Land Title Office will be paid by the Owner; and
- (c) the City will have reasonable time within to which to execute the aforesaid discharge and return the same to the Owner.

7.2 Full Discharge. If the Rezoning is not enacted by December 31, 2009, and the Owner then no longer intends to proceed with the development of the Lands described in Recital E, such that the covenants and agreements of the Owner contained herein are no longer required by the City, the Owner may apply to the City for a release of this Agreement from title to the Lands, in which case Paragraphs (a), (b) and (c) of Section 7.1 will apply.

ARTICLE 8 NOTICES

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) To the Owner, at the address shown therefor in item 5 of the *Land Title Act Form C* forming Part 1 hereof;

- (b) to the City, at:
 City of Vancouver
 Law Department
 453 West 12th Avenue
 Vancouver British Columbia
 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 any parcel of land should change, then to the address as set out in the State of Title Certificate for that particular parcel of land, or, if strata-titled, the address of the strata corporation in the records of the Land Title Office, 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 9 GENERAL

- 9.1 Joint and Several Liability. If the registered owner of the Lands shall be 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.
- 9.2 Priority of Registration. The Owner shall, after execution of this Agreement, do or cause to be done, at its own cost and expense, all things and acts necessary to ensure that this Agreement is registered against title to the Lands with priority over all other financial encumbrances except financial encumbrances in favour of the City.
- 9.3 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.
- 9.4 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 9.5 Time of Essence. Time will be of the essence of this Agreement.
- 9.6 Costs. In any action to enforce this Agreement the City shall be entitled to court costs on a solicitor and own client basis. In addition to any other rights the City may have pursuant to this

Agreement or at law or in equity, the City may enforce this Agreement by mandatory and prohibitory injunctions.

9.7 Enurement. This Agreement shall enure to the benefit of and be binding upon the Owner and its successors and trustees and this Agreement shall charge and run with the Lands and shall enure to the benefit of and be binding upon the Owner's successors in title and their respective trustees and successors and all parties claiming through such owners.

9.8 Subdivision of the Lands by Strata Plan. Notwithstanding the generality of Section 9.7, if the Lands, or any portion thereof, are subdivided by way of a strata plan and the Heritage Building or any part thereof is located within the strata plan:

- (a) this Agreement shall charge each strata lot and shall be noted on the common property sheet of the strata corporation;
- (b) the strata corporation or strata corporations so created shall:
 - (i) be responsible for the performance and observance of the Owner's covenants and obligations herein at the expense of the strata lot owners;
 - (ii) take into consideration the content of this Agreement when creating, amending or rescinding the rules and regulations of the strata corporation applicable to strata lot owners, and shall cause the strata lot owners to comply with the obligations, restrictions and limitations as provided herein;
 - (iii) be responsible for any breach arising from any action or omission of any and all of the strata lot owners of the obligations, restrictions and limitations as provided herein; and
 - (iv) be entitled to give all permissions and consents permitted to be given by the Owner; and
- (c) the liability of each strata lot owner for the performance and observance of the Owner's covenants and obligations in this Agreement shall be in proportion to the unit entitlement of his, her or its strata lot as established by the strata plan and shall be treated as a common expense and all strata lot owners shall contribute to such costs in proportion to their unit entitlement, subject to the *Strata Property Act* (British Columbia) and the by-laws of the strata corporation.

9.9 Subdivision of the Lands Other Than by Strata Plan. If the Heritage Building is subdivided out of the Lands by way of an air space parcel or conventional building subdivision, provided always that an occupancy permit has first been issued for the Heritage Building and the Owner is not in breach of any of its obligations in this Agreement, the City may release and discharge this Agreement from title to that portion of the subdivided Lands in which no part of the Heritage Building is located, provided that the City is satisfied, in its sole discretion, that the rights and obligations secured by this Agreement are not materially diminished in any way as a result, and provided, further, that:

- (a) the City will have no obligation to execute any release and discharge until a written request therefore from the Owner has been received by the City;
- (b) the cost of preparation of the aforesaid discharges, and the cost of registration of same in the Vancouver Land Title Office will be paid by the Owner; and
- (c) the City will have reasonable time within to which to execute the aforesaid release and discharge and return the same to the Owner.

9.10 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, 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.

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

**PRIORITY AGREEMENT
and
MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTERESTS**

HSBC BANK CANADA (the "Chargeholder")
Holder of MORTGAGE BA366194 and ASSIGNMENT OF RENTS BA366195
(the "Charges")
charging Lots 1 and 2 Block 113 District Lot 541 Plan 210 (collectively, the "Lands"),

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder, the Chargeholder, being the holder of the Charges, hereby approves and consents to the granting of the Section 219 Covenants, Statutory Right of Way and Equitable Charge attached in respect of the Lands (collectively, the "Encumbrances"), and consents and agrees that the Encumbrances shall be binding upon the Chargeholder's interest in or charge upon the Lands and shall be encumbrances upon the Lands in priority to the Charges in the same manner and to the same effect as if the Encumbrances had been granted and registered against title to the Lands prior to the dating, execution and registration of the Charges and the advance of any monies thereunder.

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

**PRIORITY AGREEMENT
and
MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTERESTS**

NORTH SHORE CREDIT UNION (the "Chargeholder")
Holder of MORTGAGE BA422987 and ASSIGNMENT OF RENTS BA422988
(the "Charges")
charging Lot A Block 113 District Lot 541 Plan 9441 (the "Lands"),

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder, the Chargeholder, being the holder of the Charges, hereby approves and consents to the granting of the Section 219 Covenants, Statutory Right of Way and Equitable Charge attached in respect of the Lands (collectively, the "Encumbrances"), and consents and agrees that the Encumbrances shall be binding upon the Chargeholder's interest in or charge upon the Lands and shall be encumbrances upon the Lands in priority to the Charges in the same manner and to the same effect as if the Encumbrances had been granted and registered against title to the Lands prior to the dating, execution and registration of the Charges and the advance of any monies thereunder.

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

END OF DOCUMENT

EXPLANATION

**Heritage Designation By-law
re 1300 Granville Street**

At a public hearing on September 16, 2008, Council approved a recommendation to designate a building at 1300 Granville Street as protected heritage property. Enactment of the attached by-law will achieve the designation.

Director of Legal Services
October 28, 2008

1300 Granville Street
Yale Hotel

BY-LAW NO. _____

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

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

1. Council considers that the real property described as:

Structure and exterior
envelope of the
improvements and
exterior building
materials

1300 Granville Street,
Vancouver, BC

PID: 009-533-354
Lot A Plan 9441
PID: 009-533-419
Lot 1 Plan 210
PID: 009-533-427
Lot 2 Plan 210
All of:
Block 113
District Lot 541

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 _____, 2008

Mayor

City Clerk

EXPLANATION

A By-law to amend the Energy Utility System By-law re pre-occupancy heat services and other matters

On October 28, 2008, Council resolved to amend the Energy Utility System By-law to relax its provisions with regard to pre-occupancy heat services and other matters. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
October 28, 2008

BY-LAW NO. _____



**A By-law to amend Energy Utility System By-law No. 9552
regarding pre-occupancy heat service and other matters**

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 Energy Utility System By-law.
2. From section 1.2, Council repeals the definition of “levy”, and substitutes:

‘ “levy” means a fixed capacity fee based on the net floor area of a designated building determined by the city at the time of issuance of the building permit for that building;’.
3. In section 3.2, Council:
 - (a) re-letters subsections (c) and (d) as (d) and (e) respectively; and
 - (b) after subsection (b), adds:

“(c) data network in streets in locations approved by the City Engineer;”.
4. Council repeals section 7.5, and substitutes:

“7.5 An owner must maintain and repair the building mechanical system to the points of delivery including:
 - (a) keeping the building mechanical system free of foreign material so as to prevent fouling of the heat exchangers at the energy transfer station; and
 - (b) treating water in the building mechanical system sufficiently to prevent corrosion of the heat exchangers at the energy transfer station, and in accordance with the minimum criteria set out in Schedule B;
to the extent that the city does not need to clean any heat exchanger in the energy transfer station more often than once in each calendar year.”

5. Council:
 - (a) repeals section 7.6;
 - (b) re-numbers sections 7.7, 7.8, 7.9, 7.10, 7.11, 7.12, and 7.13 as sections 7.6, 7.7, 7.8, 7.9, 7.10, 7.11, and 7.12 respectively;
 - (c) in the new section 7.8, changes the reference to “section 7.8” to “section 7.7”;
and
 - (d) in the new section 7.12, changes the reference to “section 7.12” to “section 7.11”.
6. Council repeals the new section 7.6, and substitutes:

“7.6 An owner must apply to the City Engineer to commence service to a designated building at least 60 days before the earlier of:

 - (a) the date the owner requires service; and
 - (b) the date of issuance of the occupancy permit for the building.
7. Council repeals section 8.1, and substitutes:

“8.1 From and after the earlier of the date the owner requires service, as indicated in the application referred to in section 7.6(a), and the date of issuance of the occupancy permit for the building, the owner must pay the city the applicable levy set out in Part 1 of Schedule C.
8. From each of sections 8.2 and 8.3, Council strikes out “Schedule B”, and substitutes “Schedule C”.
9. From section 9.2, Council strikes out “Schedule C”, and substitutes “Schedule D”.
10. Council amends the headings to the schedules to the By-law from “Schedule B” and “Schedule C” to “Schedule C” and “Schedule D” respectively.
11. After Schedule A to the By-law, Council adds the schedule attached to this By-law as Schedule B.
12. Council repeals the new Schedule C, and substitutes Schedule C attached to this By-law.
13. Council repeals the new Schedule D, and substitutes Schedule D attached to this By-law.
14. From section 10.4(a), Council strikes out “\$500.00”, and substitutes “\$2,000.00”.

SCHEDULE B

STANDARDS FOR TREATING WATER IN THE BUILDING MECHANICAL SYSTEM

- Maximum 50 parts per million chloride for 304 stainless steel (heat exchanger plate material)
- Maximum 250 parts per million chloride for 316 stainless steel
- Maximum 5% nitrate for 304 stainless steel and 316 stainless steel
- PH Level 9.5
- Total bacteria count \leq 100 cfu/ml (colony forming units per millilitre)

SCHEDULE C

LEVIES AND CHARGES

PART 1 - Levy

Monthly levy prior to date of issue of occupancy permit for the building	\$0.30 per m ²
Monthly levy from and after date of issue of occupancy permit for the building	\$0.00

PART 2 - Charge

Monthly charge prior to date of issue of occupancy permit for the building	\$58.00 per MW-hr
Monthly charge from and after date of issue of occupancy permit for the building	\$0.00

PART 3 - Billing frequency particulars

Each of the levy and charge is billable monthly.

SCHEDULE D

APPLICATION FEES

Section	Application	Fee
2.2	Application for voluntary use of energy utility system	\$0.00
4.1	Building permit application that includes building mechanical system in addition to building permit application fee under Building By-law	\$0.00
7.6	Application for service to designated building	\$0.00
7.7	Application for meter test	\$0.00
7.8	Service call during city's normal business hours	\$0.00
7.9	Service call outside city's normal business hours	\$0.00
7.10	Application to remove, relocate, or alter energy transfer station or distribution system extension servicing	\$0.00

EXPLANATION

A By-law to amend the Building By-law re 2010 Winter Games

On October 28, 2008, Council resolved to amend the Building By-law to relax its provisions with regard to temporary buildings at VANOC venues and city live sites during the 2010 Winter Games. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
October 28, 2008

**CITY OF VANCOUVER
BRITISH COLUMBIA**



**2010 WINTER GAMES BUILDING BY-LAW
RELAXATION BY-LAW NO. _____**

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BY-LAW NO. _____



**A By-law to relax Building By-law No. 9419
regarding the regulation of special event facilities for
the Vancouver 2010 Olympic and Paralympic Winter Games**

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

**SECTION 1
INTERPRETATION**

Name of By-law

1.1 The name of this By-law, for citation, is the “2010 Winter Games Building By-law Relaxation By-law”.

Definitions

1.2 The definitions set out in Sentence 1.4.1.2.(1) of Division A of the Building By-law apply to this By-law, and, in this By-law:

“*special event facility*” means a temporary *building*, tent, interior fitout, or other structure for the 2010 Winter Games;

“*2010 Winter Games*” means the Vancouver 2010 Olympic and Paralympic Winter Games;

“*VANOC*” means the Vancouver Organizing Committee for the 2010 Winter Games established on September 30, 2003; and

“*venue or site*” means any:

- (a) venue established, owned, or controlled by *VANOC*, for competition, non-competition, training, or support for the 2010 Winter Games, described in Schedule A to this By-law;
- (b) site established, owned, or controlled by the city:
 - (i) for live celebration of the 2010 Winter Games, or
 - (ii) for administrative, cultural, or governmental protocol pavilions, facilities, or centres,

described in Schedule B to this By-law; and

- (c) other such venue or site authorized from time to time by the *Chief Building Official*.

Numbering system

1.3 The numbering system used in section 3.2 is the same as that used in the Building By-law for articles, sentences, clauses, and subclauses.

Table of contents

1.4 The table of contents for this By-law is for convenient reference only, and is not for use in interpreting or enforcing this By-law.

Schedules

1.5 Schedules attached to this By-law form part of this By-law.

Severability

1.6 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.

SECTION 2 RELAXATION OF THE BUILDING BY-LAW

Provision for public space or activities

2.1 Council hereby determines that the proposed development, by way of the *construction* or installation of each *special event facility*, and the use of certain *existing buildings* or structures, at each *venue or site* in connection with competition, non-competition, training, or support for the 2010 Winter Games, makes provision for public space or activities.

Relaxation of Building By-law

2.2 Subject to the time limits and conditions set out in this Section 2, and to the extent and subject to the conditions set out in Section 3, Council hereby relaxes the provisions of the Building By-law referred to in Section 3 in respect of each *special event facility*, and certain *existing buildings* or structures, at each *venue or site*.

Compliance with Building By-law

2.3 Except only to the extent that this By-law expressly authorizes a relaxation, a person who constructs or installs a *special event facility*, or who uses an *existing building* or structure, must comply with the Building By-law.

Time limit

2.4 Council hereby limits the relaxations granted in section 2.2 and set out in Section 3 in time so that they are to expire and have no further force or effect from and after March 31, 2010.

Removal of special event facilities

2.5 Each of:

- (a) VANOC, in the case of any *special event facility* or *existing building* at a *venue*;
- (b) the city, in the case of any *special event facility* or *existing building* at a *site*;
- (c) any person who has an obligation to VANOC or the city to remove any *special event facility* from a *venue* or *site* or to restore an *existing building* at a *venue* or *site* to comply with the Building By-law; and
- (d) the *permit* holder for the *construction* or installation of a *special event facility*, or *alteration* of an *existing building*, at a *venue* or *site*;

must remove each *special event facility* that does not comply with the Building By-law, or cause the *special event facility* or *existing building* to comply with the Building By-law, to the satisfaction of the *Chief Building Official*, within 60 days after expiry of the time limit referred to in section 2.4.

SECTION 3 RELAXATION OF SPECIFIC PROVISIONS OF THE BUILDING BY-LAW AND CONDITIONS OF RELAXATION

Definitions regarding relaxations

3.1 For the purpose of interpreting the relaxation provisions set out in section 3.2, the definitions set out in section 1.2 apply, and:

By-law consultant means a *certified professional* appointed, in the case of:

- (a) a *special event facility* at a *venue*, by VANOC; or
- (b) a *special event facility* at a *site*, by the person to whom the city has given permission, by lease or otherwise, to construct the *special event facility*;

Clustered modular building means 2 or more *modular buildings* with an aggregate *building* area not more than 1000 m² installed side-by-side or back to back, with zero *limiting distance* between *modular buildings*, at a *venue* or *site*;

Metal sea container means a metal transportable structure designed for the storage and transport of goods, the typical dimensions of which are 2.44 m in width, 2.59 m in height, and 6.1 m, 12.19 m, or 18.29 m in length;

Modular building means a temporary *building* consisting of *combustible construction* or *noncombustible construction* with *combustible* or *noncombustible* cladding, with typical maximum dimensions measuring 4.27 m wide, 18.29 m long, and 2.44 m floor to ceiling height, in respect of which the exterior walls, floor, and roof need not be constructed as a fire separation, at a *venue or site*; and

Tent means a temporary tent installed at a *venue or site*.

Relaxation provisions

3.2 Council hereby relaxes each of the following specific sentences, clauses, and subclauses of the following articles of each of Divisions A, B, and C of the Building By-law, to the extent and subject to the conditions set out in each relaxation or added to each specific article, sentence, clause, or subclause:

DIVISION A

Article 1.2.2.2. Storage on the Building Site

- 2) If a *metal sea container* is used for temporary storage of materials and equipment on a *building site*, the *metal sea container* shall
 - a) be equipped with lighting under both normal and emergency power,
 - b) include padlocks to lock the latching mechanism in the open position to prevent the door latch from closing when doors are in open position,
 - c) include signage, to avoid persons being locked inside the container, posted on the exterior of the swing door and outlining the procedure set out in clause (b), and
 - d) if the *metal storage container* is used for the storage of *flammable liquids*, *combustible liquids*, or hazardous chemicals, include a placard posted on the entrance door that sets out the size and orientation requirements contained in the Transport Dangerous Goods Regulation, Part 4, under the Transportation of Dangerous Goods Act of Canada.

Article 1.3.3.7. Energy Use

- 1) Except as permitted in Sentence (2) and for *special event facilities*, all *buildings* referred to in Sentences 1.3.3.2.(1) and 9.25.1.1.(3) of Division B shall comply with the energy efficient design requirements of ANSI/ASHRAE/IESNA 90.1, "Energy Standard for Building Except Low-Rise Residential Buildings".

DIVISION B

Article 3.1.5.8. Combustible Flooring Elements

- 2) Wood members more than 50 mm but not more than 1000 mm high applied directly above a *noncombustible* floor slab are permitted for the construction of a temporary raised platform in a *building* required to be of *noncombustible construction* provided the concealed spaces are fire stopped in conformance with Sentence 3.1.11.3.(2).
- 5) Combustible floor assemblies supported on noncombustible scaffolding are permitted *for special event facility* platforms for cameras, lighting, and similar support services.

Article 3.1.5.12. Combustible Insulation and its Protection

- 7) A factory-assembled non-*loadbearing* interior or exterior wall or ceiling panel containing foamed plastic insulation having a *flame-spread* rating of not more than 25 is permitted to be used in a *building* required to be of *noncombustible construction* provided
 - a) the panel contains metal facing on both side that is adhered to a foamed plastic insulation core,
 - b) the exposed edges of the panels are covered with metal caps,
 - c) the *flame spread rating* of the foamed plastic insulation shall be determined on the basis of not less than three tests conducted in accordance with CAN/ULC-S102, “Test for Surface Burning Characteristics of Building Materials and Assemblies”, and
 - d) the panel does not contain an air space.

Article 3.1.6.3. Clearance to Other Structures

- 5) Sentence (2) does not apply to *tents*.

Article 3.1.6.5. Flame Resistance

- 2) Despite Sentence (1), *tent* fabrics may conform to
 - a) NFPA 701, “Standard Methods of Fire Tests for Flame Propagation of Textiles and Films”, 2004 edition, or
 - b) Certification of Registered Flame Resistant Product certified by the California Department of Forestry and Fire Protection, Office of the State Fire Marshall.

Article 3.1.11.3. Fire Stopping between Nailing and Supporting Elements

2) In a *building* required to be of *noncombustible construction*, fire stops conforming to Article 3.1.11.7. shall be provided in the concealed spaces created by the wood members permitted by Sentence 3.1.5.8.(2) so that the maximum area of a concealed space is not more than 100 m².

Article 3.2.2.53. Group D, up to 3 Storeys

3) Despite Sentence (2)

a) floor assemblies of up to 3 vertically stacked *modular buildings* need not be constructed as *fire separations*, and

b) *loadbearing* walls of *modular buildings* need not have a *fire-resistance rating*.

4) up to 3 vertically stacked *modular buildings* shall have the following features

a) each *modular building*, and each *modular building* in a stack, shall be equipped with minimum 2 hard wired *smoke alarms*,

b) the *smoke alarms* shall be interconnected so that, if one alarm is activated, it will cause all alarms within stacked or *clustered modular buildings* to sound an *alarm signal*,

c) two fire extinguishers shall be provided within each *modular building*, and

d) liquid or gas fuel-fired appliances shall not be used in elevated or stacked *modular buildings*.

Article 3.2.2.55. Group D, up to 2 Storeys

3) Despite Sentence (2)

a) floor assemblies of up to 2 vertically stacked *modular buildings* need not be constructed as *fire separations*, and

b) *loadbearing* walls of *modular buildings* need not have a *fire-resistance rating*.

4) up to 2 vertically stacked *modular building* shall have the following features

a) each *modular building*, and each *modular building* in a stack, shall be equipped with at least 2 hard wired *smoke alarms*,

b) the *smoke alarms* shall be interconnected so that, if one alarm is activated, it will cause all alarms within stacked or *clustered modular buildings* to sound an *alarm signal*,

c) two fire extinguishers shall be provided within each *modular building*, and

d) liquid or gas fuel-fired appliances shall not be used in an elevated or stacked *modular building*.

Article 3.2.3.1. Limiting Distance and Area of Unprotected Openings

2) The area of the *unprotected openings* in an *exposing building face* shall be the aggregate area of *unprotected openings* expressed as a percentage of the area of the *exposing building face* in Table 3.2.3.1.A, Table 3.2.3.1.B, Table 3.2.3.1.C or Table 3.2.3.1.D, except that *modular buildings, clustered modular building, or stacked modular buildings* may have 100 % *unprotected openings* with a minimum of 3 m separation between the *exposing building face of buildings*.

Article 3.2.4.1. Determination of Requirement for a Fire Alarm System

6) Despite Sentence (2), fire alarm systems need not be provided for *tents*.

Article 3.2.5.1. Access to Above Grade Storeys

1) Except for *storeys* below the *first storey, modular buildings, clustered modular building, stacked modular buildings, or tents*, direct access for firefighting shall be provided from the outdoors to every *storey* that is not *sprinklered* throughout and whose floor level is less than 25 m above *grade*, by at least one unobstructed window or access panel for each 15 m of wall in each wall required to face a *street* by Subsection 3.2.2.

4) Except for *modular buildings, clustered modular building, stacked modular buildings, or tents*, where locking devices to prevent access to *floor areas* are installed on *exit doors* either

a) a master key to operate the locking devices shall be provided in an *acceptable* location accessible to fire fighters, or

b) the *exit door* shall be provided with a wired glass panel not less than 0.0645 m² in area, and be located not more than 300 mm from the door opening hardware.

Article 3.2.5.5. Location of Access Routes and Paths of Travel

2) Except as provided by Sentence (3), access routes required by Article 3.2.5.4. shall be located so that

a) the *building* face facing the access route is located not less than 3 m from the closest portion of the access route required for fire department use, measured horizontally to the face of the *building*, and

b) the principal entrance is located not more than 45 m from the closest portion of the access route required for fire department use, measured horizontally along the path of travel from the access route to the principal entrance of each *special event facility* provided

- i) each *modular building, tent, or metal sea container* shall have a designated number posted on or above the entrance door,
- ii) each *venue or site* shall have a graphic site plan indicating the location and numbering of each *special event facility*, which graphic site plan shall be provided to the *venue* incident officer, security command centre, and the site's main operations centre, and
- iii) specific operational requirements for fire fighting access shall be established by the Vancouver 2010 Fire and Rescue Advisory Board.

Article 3.2.5.13. Automatic Sprinkler Systems

11) Despite Sentence 1), areas beneath the bleacher seating need not be sprinklered provided

- a) signage shall be posted in the unoccupied space beneath the bleacher seating that reads "No Storage Permitted in This Area",
- b) only staff and cleanup crews shall be permitted in the unoccupied space beneath the bleacher seating,
- c) cleanup crews shall clean up debris from the unoccupied space beneath the bleacher seating at the end of each day, and
- d) the only occupied space beneath the bleacher seating is used as a pedestrian walkway for access to the bleacher seating.

12) Despite Sentence (1), additional sprinkler heads need not be installed beneath the temporary ceilings that are installed in existing sprinklered *buildings* provided

- a) installations of ceilings shall be limited to concentrated areas of not more than 50% of the sprinkler design area as determined by NFPA 13 for the relevant hazard classification,
- b) concentrated areas of temporary ceilings shall be separated from adjacent temporary ceilings by a minimum horizontal distance of 3 m,
- c) space beneath the temporary ceiling shall not contain any hazardous materials, and
- d) trained personnel for fire watch shall be provided for each such *building*.

13) Despite Sentence (1), if temporary partition walls are installed in sprinklered *buildings*, additional sprinkler heads need not be provided to accommodate the temporary partition walls provided

- (a) temporary partition walls are installed not less than 300 mm horizontally from any existing sprinkler heads, and
- (b) trained personnel for fire watch is provided for each such *building*.

Article 3.2.7.1. Minimum Lighting Requirements

4) Despite Sentence (1), all newly constructed temporary non-public stairs as described in Sentence 3.4.6.7.(7) shall be equipped to provide illumination to an average level not less than 100 Lx at stair landing or tread.

Article 3.3.2.2. Fire Separations

3) If usable space exists under tiers of seats in arena-type *buildings* or *tents*, *fire separation* between the space and the seats is not required, and the space need not be *sprinklered*.

Article 3.3.2.5. Aisles

6) The length of travel from a *building* to an *exit* door of a *tent*, which is installed adjacent to such *building*, by any aisle shall be not more than 70 m provided

- a) trained personnel shall be available at all times to assist occupants to evacuate, and the path of travel from the exterior *exit* doors of the *building* to the exterior *exit* doors of the adjacent *tent* shall be kept clear,
- b) trained personnel shall be provided at a minimum ratio of 1 per 500 spectators,
- c) training procedures for the trained personnel shall include fire drill training,
- d) trained personnel shall be equipped with voice communication devices to notify occupants of the emergency evacuation routes and procedures,
- e) each *building* and associated *special event facility* shall have a fire and emergency evacuation plan, and
- f) fire watch procedures shall be based on NFPA 101, "Life Safety Code", 2006 Edition.

Article 3.4.5.1. Exit Signs

7) Despite Sentences (2) and (3), self-illuminated *exit* signs may be used for *special event facilities* provided

- a) the *exit* sign complies with the requirements of ULC/ORD C924-02 "Photoluminescent and Self-luminous Exit Signs", and

- b) the *exit* sign has been evaluated by Canadian Construction Materials Centre, and is currently listed in the Registry of Product Evaluations.

Article 3.4.6.4. Handrails

- 7) Except for non-public stairs that serve a *special event facility* where work functions cannot reasonably be expected to be performed by persons with disabilities, at least one handrail at the side of a stairway or ramp shall extend horizontally not less than 300 mm beyond the top and bottom of the stairway or ramp.

Article 3.4.6.5. Guards

- 5) Except for guards on stairs that are used only by staff or work force volunteers, there shall be no opening that permits the passage of a sphere whose diameter is more than 100 mm through a *guard* for an *exit*.

- 7) Except for guards on stairs that are used only by staff or work force volunteers, a *guard* shall be designed so that no member, attachment, or opening located between 140 mm and 900 mm above the level being protected by the *guard* will facilitate climbing.

Article 3.4.6.7. Treads, Risers and Tactile Warning

- 7) Despite Sentence (1), all newly constructed temporary non-public stairs where work functions cannot reasonably be expected to be performed by persons with disabilities may have open risers; existing rental stairs that do not serve the general public may have

- a) a run of not less than 250 mm between successive steps,
- b) a rise between successive treads not less than 125 mm and not more than 190 mm, and
- c) open risers.

Article 3.4.6.11. Direction of Door Swing

- 1) Except for doors serving a single *dwelling unit* and except as permitted by Sentences (2), (3), or (4) or Article 3.4.6.13., every *exit* door shall

- a) open in the direction of *exit* travel, and
- b) swing on its vertical axis.

- 3) *Exit* doors for *tents* may be equipped with fabric flaps, tie straps, zippers, or VELCRO brand or equivalent hook and loop fasteners in lieu of doors that swing on a vertical axis provided

- a) a minimum of two *exit* doors shall be provided for each *tent*, and
 - b) the *occupant load* of the *tent* shall not exceed 60.
- 4) Temporary sliding gates may be installed in the *exit* path instead of an *exit* door opening in the direction of *exit* travel and swinging on its vertical axis provided
- a) gates shall be opened during normal operating hours, and manned with security personnel,
 - b) gates shall be closed during non-operating hours, and locked with chains and padlock,
 - c) operational procedures shall be in place to ensure that the chains and padlock are removed during operating hours, and
 - d) security personnel shall be trained for emergency evacuation procedures, and shall remain in the vicinity of the *exit* gates.

Article 3.4.6.15. Door Release Hardware

- 1) Locking, latching and other fastening devices on a principal entrance door to a *building* as well as on every *exit* door shall permit the door to be readily opened from the inside with not more than one releasing operation and without requiring keys, special devices or specialized knowledge of the door opening mechanism, except
- a) for devices on doors serving a *contained use area* or an *impeded egress zone* designed to be remotely released in conformance with Article 3.3.1.13.,
 - b) as permitted by Sentence (4) and Article 3.4.6.16.,
 - c) that *exit* doors for *tents* may be equipped with fabric flaps, tie straps, zippers, or VELCRO brand or equivalent hook and loop fasteners in lieu of swing doors provided
 - i) a minimum of two *exit* door shall be provided for each *tent*, and
 - ii) the *occupant load* of the tent shall not exceed 60, and
 - d) temporary sliding gates may be installed in the *exit* path in lieu of an *exit* door opening in the direction of exit travel and swinging on its vertical axis provided
 - i) gates shall be opened during normal operating hours, and manned with security personnel,

- ii) gates shall be closed during non-operating hours, and locked with chains and padlock,
- iii) operational procedures shall be in place to ensure that the chains and padlock are removed during operating hours, and
- iv) security personnel shall be trained for emergency evacuation procedures, and shall remain in the vicinity of the *exit* gates.

Article 4.1.1.3. Design Requirements

- 6) Single *storey modular buildings* need not be designed for earthquake load and effects, or wind load.
- 7) Stacked *modular buildings* or *modular buildings* that are supported on scaffolding shall be designed for wind load but need not be designed for earthquake load and effects.
- 8) *Tents*, scaffolding, and platforms need not be designed for earthquake load and effects.

Article 4.1.6.1. Specified Load Due to Rain or to Snow and Associated Rain

- 2) Despite Sentence (1), a *tent* may be designed for a minimum specified snow load (S) of 0.48 kPa provided
 - a) snow removal shall commence when the depth of roof snow exceeds 50 mm and shall be removed before the accumulation reaches 100 mm,
 - b) electric heaters shall be provided for all enclosed *tents* to assist in melting the roof snow, and shall be used and located as recommended by the manufacturer to avoid any fire hazard,
 - c) redundant electrical power supplies for heaters shall be provided, and electricians shall be available, to ensure that any power outage does not extend beyond one hour during occupied periods, and
 - d) electric heaters shall start up immediately after initial erection of the *tent*, and shall be continuously running until the removal of the *tent*.

Article 4.2.2.1. Subsurface Investigation

- 1) Except for a *special event facility*, a *subsurface investigation*, including *groundwater* conditions, shall be carried out by or under the direction of a professional engineer having knowledge and experience in planning and executing such investigations to a degree appropriate for the *building* and its use, the ground, and the surrounding site conditions.

2) *Foundation* design for a *special event facility* shall be designed based on a maximum 96 kPa allowable bearing pressure for soil.

Article 4.2.4.1. Design Basis

7) Tie down anchors are not required for single *storey modular buildings* or single *storey clustered modular buildings* when the floor level is less than 1.5 meters above adjacent ground level.

Article 4.2.4.4. Depth of Foundations

2) The *bearing surface* of a *foundation* need not be below the level of potential damage from frost where the *foundation*

- a) is designed against *frost action*,
- b) overlies material not susceptible to *frost action*, or
- c) is for a *special event facility*.

Article 5.1.2.1. Exposure to Exterior Space or the Ground and Separation of Dissimilar Environments

3) Article 5.1.2.2. does not apply to *special event facilities*.

Article 5.6.1.1. Required Protection from Precipitation

1) Except as provided in Sentence (3), where a *building* component or assembly is exposed to precipitation, the component or assembly shall

- a) minimize ingress of precipitation into the component or assembly,
- b) prevent ingress of precipitation into interior space, and
- c) be designed to drain any accumulated water to the exterior.

3) Clause 5.6.1.1.(1)(c) does not apply to *special event facilities*.

Article 5.6.1.3. Installation of Protective Materials

5) Sentences (3) and (4) do not apply to *special event facilities*.

Article 6.2.2.1. Natural Ventilation

1) Except as provided in Sentence (3) and for *tents*, all *buildings* shall be ventilated in accordance with this Part.

Article 7.4.2.1. Connections to Sanitary Drainage Systems

f) Portable water closets that are part of a *special event facility* need not be connected to the *sanitary drainage system*.

Article 7.4.2.4. Connections to Storm Drainage Systems

1) Except as provided in Sentences (2) and (3), all roof and paved areas shall drain to a *storm drainage system*.

3) Roofs and paved areas of a *special event facility* need not comply with Sentence (1).

DIVISION C

Article 1A.3.4.2. Assure Compliance

2) Despite Sentence (1), for a *special event facility*, VANOC, in the case of a *venue*, and the applicant *owner*, in the case of a *site*, shall cause its *by-law consultant* to collect all letters referred to in Sentence (1), and VANOC or the applicant *owner*, as the case may be, shall retain those letters.

Article 1A.7.2.2. Application Form

2) In addition to the requirements of Sentence (1), for a *special event facility*, VANOC, in the case of a *venue*, and the applicant *owner*, in the case of a *site*, shall submit, with the application a:

a) 2010 Winter Games Special Event Facility Building Permit Application Confirmation in the form attached as Schedule C to this By-law, and

b) 2010 Winter Games Special Event Facility Confirmation of Commitment By Applicant Owner and By-law Consultant in the form attached as Schedule D to this By-law,

signed, as required therein, by VANOC or the applicant *owner*, as the case may be, and signed and professionally sealed by the appropriate *by-law consultant*.

3) Despite Clause (1)(c), for a *special event facility*, VANOC, in the case of a *venue*, and the applicant *owner*, in the case of a *site*, shall cause its *by-law consultant* to collect all plans and specifications referred to in Clause (1)(c), and VANOC or the applicant *owner*, as the case may be, shall retain those plans and specifications.

Article 1A.7.2.5. Fee Schedule

1) *Permit fees* shall be calculated in accordance with the Fee Schedule to this By-law,

except that the *permit fee* for a *special event facility* is to be \$100.00, and the fees for *construction* without a *permit* are as outlined in Article 1A.7.9.1.

Article 1A.8.2.1. Occupancy Permit Required

3) Despite Sentence (1), for a *special event facility*, *VANOC*, in the case of a *venue*, and the applicant *owner*, in the case of a *site*, instead of obtaining an *occupancy permit*, shall cause its *by-law consultant* to deliver to the *Chief Building Official* a:

a) 2010 Winter Games Special Event Facility Design and Inspection Checklist in the form attached as Schedule E to this By-law, and

b) 2010 Winter Games Special Event Facility Final Inspection and Occupancy Checklist in the form attached as Schedule F to this By-law,

signed and professionally sealed by the *by-law consultant*.

SECTION 4 OFFENCES AND PENALTIES AND ENFORCEMENT

Offences under By-law

4.1 A person who:

- (a) violates any provision of this By-law, or does any act or thing which violates any provision of this By-law, or suffers or allows any other person to do any act or thing which violates any provision of this By-law;
- (b) neglects to do or refrains from doing anything required to be done by any provision of this By-law;
- (c) fails to comply, or suffers or allows any other person to fail to comply, with an order, direction, or notice given under any provision of this By-law; or
- (d) fails to comply with any term or condition of any relaxation authorized under this By-law;

is guilty of an offence against this By-law, and liable to the penalties imposed under this Section 4.

Notice or order regarding violation

4.2 An inspector or official of the city, or a by-law enforcement officer, may give notice or an order to any person ordering or directing that person to:

- (a) discontinue or refrain from proceeding with any work or doing anything that contravenes this By-law; or
- (b) carry out any work or do anything to bring a *special event facility* or an *existing building* to which this By-law applies into conformity with this By-law;

within the time specified in such notice.

Service of notice or order

- 4.3 An inspector or official of the city, or a by-law enforcement officer, may serve a notice or order under this By-law by one or more of the following methods:
- (a) in the case of a *venue*, by mailing it by registered post to VANOC or to VANOC's *by-law consultant*, or by handing it to an officer or director of VANOC or to such *by-law consultant*;
 - (b) in the case of a *site*, by mailing it by registered post to the *special event facility owner* or to the *special event facility's owner's by-law consultant*, or by handing it to an officer or director of the *special event facility owner* or to such *by-law consultant*; or
 - (c) by posting it at the *venue* or the *special event facility* at a *site*.

Fine for offence

4.4 Every person who commits an offence against this By-law is punishable on conviction by a fine of not less than \$500.00 and not more than \$2,000.00 for each offence.

Fine for continuing offence

4.5 Every person who commits an offence of a continuing nature against this By-law is liable to a fine not exceeding \$50.00 for each day such offence continues.

SCHEDULE A

DESCRIPTION OF VENUES

Competition Venues

General Motors Place	800 Griffiths Way	Lot 221, False Creek, Plan LMP12038
Pacific Coliseum	100 North Renfrew Street	Lot 90, except Part in Plan 13045, Town of Hastings Suburban Lands, Plan 100
Hillcrest Park Nat Bailey Stadium	4601 Ontario Street	Parcel A, Block 805, District Lot 526, Group 1, New Westminster District, Plan LMP40757 Block 806, District Lot 526, Plan 19380

Training Venues

Killarney Ice Rink	6260 Killarney Street	Lot 17, except Part in Explanatory Plan 19208, Block A, District Lot 337, Plan 11401
Trout Lake Ice Rink	3350 Victoria Drive	Block 1, District Lots 195, 264A and 752, Plan 17318

Non-Competition Venues

Westin Bayshore Hotel	1601 Bayshore Drive	Lot J of the Public Harbour of Burrard Inlet, Plan LMP12980
BC Place Stadium	777 Pacific Boulevard	Lot 153, False Creek, Plan 20421
Vancouver Convention and Exhibition Centre	999 Canada Place	Lot 13 of the Public Harbour of Burrard Inlet, Plan 20247
Vancouver Convention Centre Expansion Project	1055 Canada Place	Parcel 1 of the Public Harbour Burrard Inlet Plan BCP30843
Olympic Village		
Vancouver	Southeast False Creek	Lot 307, except Part on Plan BCP20721, False Creek, Plan BCP20720
		Lot 312, False Creek, New Westminster District, Plan BCP24394
	1661 Ontario Street	Lot 329, False Creek, Plan BCP24394
	1633 Ontario Street	Lot 326, False Creek, Plan BCP28523
	1 Athletes Way	Lot 324, False Creek, Plan BCP27368
	1650 Manitoba Street	Lot 325, False Creek, Plan BCP28523
		Lot 318, False Creek, New Westminster District, Plan BCP24394
	85 West 1st Avenue	Lot A, False Creek, New Westminster District, Plan BCP31615
	151 West 1st Avenue	

150 Athletes Way	Lot 315, False Creek, New Westminster District, Plan BCP24394
151 Athletes Way	Lot 323, False Creek, Plan BCP27367
215 West 1st Avenue	Lot 327, False Creek, Plan BCP28525
215 West 1st Avenue	Lot 328, False Creek, Plan BCP28525
1850 Spyglass Place	Lot 308, except Part on Plan BCP29724, False Creek, Plan BCP20723
1890 Spyglass Place	Lot 306, except Part on Plan BCP20179, False Creek, Plan BCP20178

Support Facilities

Volunteer, Uniform
and Accreditation
Centre - Vancouver
Transport Hub -
Hastings Park

Hastings Park
NE Corner of Hastings
Park

Lot 90, except Part in Plan 13045, Town of
Hastings Suburban Lands, Plan 100
Lot 90, except Part in Plan 13045, Town of
Hastings Suburban Lands, Plan 100
Lot A of Lot 6, Town of Hastings Suburban
Lands, Plan 17749
Lot A of Lot 13, Town of Hastings Suburban
Lands, Plan 17798
Lot A of Lot 31, Town of Hastings Suburban
Lands, Plan 17805
Lot B of Lot 31, Town of Hastings Suburban
Lands, Plan 17805
Lot C of Lot 31, Town of Hastings Suburban
Lands, Plan 17805
Lot A of Lot 42, Town of Hastings Suburban
Lands, Plan 17804
Lot B of Lot 42, Town of Hastings Suburban
Lands, Plan 17804
Lot C of Lot 42, Town of Hastings Suburban
Lands, Plan 17804
Lot A of Lot 49, Town of Hastings Suburban
Lands, Plan 17803

**Affiliated Facilities -
Cultural Olympiad**

Orpheum Theatre
Vancouver Playhouse

884 Granville Street

Lots 20 to 28 inclusive, All of Block 63,
District Lot 541, Plan 210

Theatre
Queen Elizabeth

601 Cambie Street

Block 47, District Lot 541, Plan 21824

Theatre
Vancouver Art Gallery
Vancouver East
Cultural Centre

649 Cambie Street
750 Hornby Street

Block 47, District Lot 541, Plan 21824
Block 51, District Lot 541, Plan 14423
Lot F, Block E, District Lot 183, Group 1,
New Westminster District, Plan BCP19154

Vancouver Library -
Main Branch

1895 Venables Street
350 West Georgia Street

Lot A, except Part in Air Space Plan LMP
22595, Block 56, District lot 541, New
Westminster District, Plan LMP19600

SCHEDULE B

DESCRIPTION OF SITES

Live City Vancouver @ Georgia Street	688 Cambie Street	PID: 009-860-991 Block 48 Plan 8970 District Lot 541 New Westminster
Live City Vancouver @ David Lam Park	1300 Pacific Boulevard	PID: 018-368-972 Lot 215 Plan LMP10733 District Lot FC New Westminster Ref Plan of Easement Lot 215 LMP27555 & LMP27556
Roundhouse Community Centre	181 Roundhouse Mews	PID: 018-368-883 Lot 207 False Creek Plan LMP10733
Coal Harbour Community Centre	480 Jervis Street	PID: 023-656-956 Lot 13 of the Public Harbour of Burrard Inlet, Plan LMP29891

SCHEDULE C

2010 WINTER GAMES SPECIAL EVENT FACILITY
BUILDING PERMIT APPLICATION CONFIRMATION

Project Name: _____

Project Address: _____

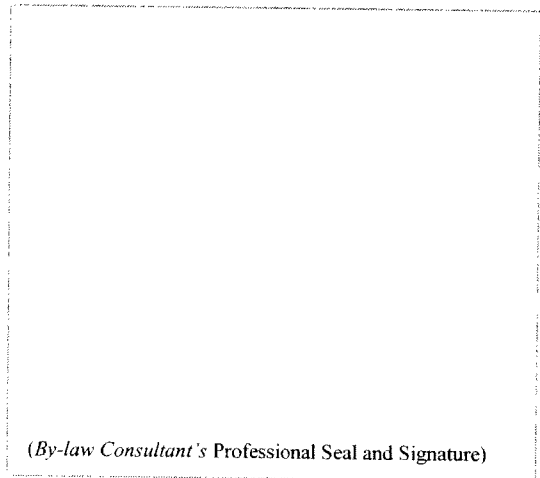
Building Permit No. _____

I, _____ hereby confirm that the documents and drawings that have been submitted for the above noted building permit substantially comply with the 2010 Winter Games Building By-law Relaxation By-law.

Signed by: _____

By-law Consultant

Firm: _____



SCHEDULE D

2010 WINTER GAMES SPECIAL EVENT FACILITY
CONFIRMATION OF COMMITMENT BY APPLICANT OWNER
AND BY-LAW CONSULTANT

To: The Chief Building Official

DATE: _____
(YY MM DD)

RE: Project Name: _____

Project Address: _____

Building Permit No. _____

The undersigned has authorized as the *By-law Consultant*, _____, to provide overall responsibility and authority for "by-law coordination" of design and "field reviews" required for this Project. It is understood that this *By-law Consultant* will take all such steps as regulated under the Provincial Statute for their profession and by the definitions of "by-law coordination" and "field reviews" hereinafter set forth, to ascertain that the design will substantially comply and construction of the Project will substantially conform in all material respects with the 2010 Winter Games Building By-law Relaxation By-law, and other applicable safety enactments. This *By-law Consultant* will ascertain that only qualified personnel are retained to carry out tests, inspect or carry out design work, detailing or "field reviews".

As used herein, "by-law coordination" shall mean the activities necessary to ascertain that the Registered Professionals of record for the various components of the project,

- have reasonably interpreted the applicable by-law requirements governing the design of such components,
- have incorporated such applicable by-law requirements in their designs,
- have interfaced the design of such by-law requirements so that they are compatible with the by-law requirements of other disciplines, and
- shall provide "field reviews" of by-law related aspects.

As used herein, "field reviews" shall mean such reviews of the work at the project site and at fabrication locations, where applicable, as the *Registered Professional* in his or her professional discretion considers to be necessary in order to ascertain that the work substantially conforms in all material respects to the plans and supporting documents prepared by the *Registered Professional* for which the building permit is issued. This includes keeping records of all site visits and any corrective action taken as a result thereof.

The *By-law Consultant* is mandated to review reports of other testing and inspection agencies and disciplines where necessary, comment on their acceptability, determine the corrective action to take if unacceptable, and maintain a detailed record of every such report and comments.

RE: **Project Name:** _____

Project Address: _____

Building Permit No. _____

NOTE: The *owner* will notify the City Building Inspector in writing prior to any intended termination of or by the *By-law Consultant*. It is understood that work on the above project will cease as of the effective date of such termination, until such time as a new appointment is made, and a "Stop Work Order" shall be posted upon the said project by the City.

OWNER INFORMATION

OR

AGENT FOR OWNER OR CORPORATION INFORMATIONS

Name (Print)

Name (Print)

Signature

Signature

Address (Print)

Title (Print)

City (Print)

Postal Code

Address (Print)

Telephone

City (Print)

Postal Code

Telephone

RE: Project Name: _____

Project Address: _____

Building Permit No. _____

BY-LAW CONSULTANT INFORMATION

By-law Consultant's Name (Print)

By-law Consultant's Signature

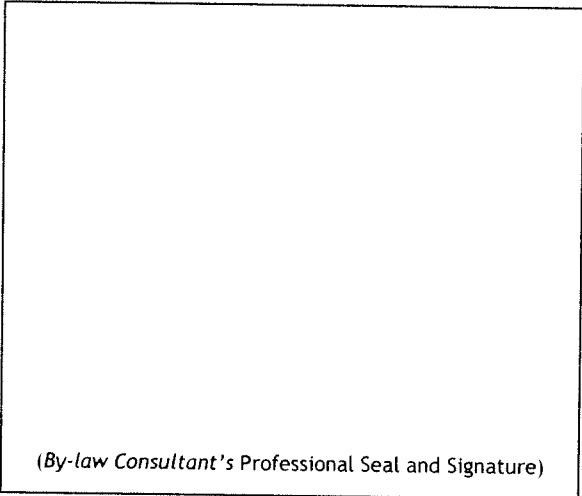
Date

Address (Print)

Postal Code

Telephone

FAX



RE: **Project Name:** _____

Project Address: _____

Building Permit No. _____

If the *By-law Consultant* is a member of a firm, complete the following.

I am a member of the firm

Name of Firm (Print)

Address (Print)

City (Print)

Postal Code

and I sign this letter on behalf of myself and the firm.

NOTE: This letter must be signed by the *owner* or the *owner's* appointed agent and by the *By-law Consultant* who is a *certified professional*. An agent's letter of appointment must be attached. If the owner is a corporation, the letter must be signed by a signing officer of the corporation and the signing officer must set forth his or her position in the corporation.

SCHEDULE E

2010 WINTER GAMES SPECIAL EVENT FACILITY DESIGN AND FIELD REVIEW CHECKLIST

Note: Applicable Building Permit Documents listed in this checklist to be collected and retained by VANOC, in the case of *venues*; or the city, in the case of *sites*.

Project Address: _____ Building Permit No. _____

Name of Venue or Site: _____

A. Outdoor Seating	Received and Retained(Date)	Not Applicable
Schedules B1 & B2 – Structural		
Foundations		
Scaffolding Systems & Platforms		
Outdoor Seating Structural Systems		
Stairs & Ramps to Elevated Platforms		
Guards & Handrails		
Structural Concept Review Letter		
Schedules B1 & B2 - Electrical		
Shop Drawings – 5 sets		
Signed & sealed for structural		
Signed & sealed for electrical		

B. Indoor Seating	Received and Retained(Date)	Not Applicable
Schedules B1 & B2 – Structural		
Scaffolding Systems & Platforms		
Indoor Seating Structural Systems		
Stairs & Ramps to Elevated Platforms		
Guards & Handrails		
Structural Concept Review		
Schedules B1 & B2 - Electrical		
Shop Drawings – 5 sets		
Signed & sealed for structural		
Signed & sealed for electrical		

Project Address: _____ Building Permit No. _____

Name of Venue or Site: _____

C. Portable Modular Buildings	Received and Retained(Date)	Not Applicable
Schedules B1 & B2 - Structural		
Foundations		
Scaffolding Systems & Platforms		
Outdoor Seating Structural Systems		
Stairs & Ramps to Elevated Platforms		
Guards & Handrails		
Structural Concept Review Letter		
CSA Certificate		
Modular building		
Electrical		
Plumbing		
Shop Drawings - 5 sets		
Signed & sealed for structural		

D. Tents	Received and Retained(Date)	Not Applicable
Construction Drawings		
Schedules B1 & B2 - Structural		
Foundations		
Scaffolding Systems & Platforms		
Indoor Seating Structural Systems		
Stairs & Ramps to Elevated Platforms		
Guards & Handrails		
Structural Concept Review Letter		
Schedules B1 & B2 - Electrical		
Electrical Systems & Wiring		
Certificate for Flame Spread Rating		
CAN/ULC 5109 or		
NFPA 701/California State Fire Marshall		
Shop Drawings – 5 sets		
Signed & sealed for structural		
Signed & sealed for electrical		

Project Address: _____ Building Permit No. _____

Name of Venue or Site: _____

E. Interior Fit-out within Existing Buildings	Received and Retained(Date)	Not Applicable
Schedules B1 & B2 (where applicable)		
Architectural		
Structural		
Mechanical		
Plumbing		
Fire Suppression Systems		
Electrical		
Commercial kitchen exhaust system		
Shop Drawings – 5 sets – signed & sealed		
Architectural		
Structural		
Mechanical		
Plumbing		
Fire Suppression Systems		
Electrical		
Commercial kitchen exhaust system		

I, _____ hereby confirm that I have received all the applicable documents and drawings as set forth above for the above noted building permit and that these documents and drawings are substantially comply with the 2010 Winter Games Building By-law Relaxation By-law.

Signed by: _____
By-law Consultant

Firm: _____

Date: _____
 (YY MM DD)

(By-law Consultant's Professional Seal and Signature)

SCHEDULE F

**2010 WINTER GAMES SPECIAL EVENT FACILITY
FINAL INSPECTION AND OCCUPANCY CHECKLIST**

Note: Applicable Building Permit Documents listed in this checklist to be collected and retained by *VANOC*, in the case of *venues*; or the city, in the case of *sites*.

Project Address: _____ **Building Permit No.** _____

Name of Venue or Site: _____

A. Outdoor Seating	Received and Retained(Date)	Not Applicable
Final Construction Drawings		
Schedules C-B – Structural		
Foundations		
Scaffolding Systems & Platforms		
Outdoor Seating Structural Systems		
Stairs & Ramps to Elevated Platforms		
Guards & Handrails		
Schedule C-B - Electrical		

B. Indoor Seating	Received and Retained(Date)	Not Applicable
Final Construction Drawings		
Schedules C-B – Structural		
Scaffolding Systems & Platforms		
Indoor Seating Structural Systems		
Stairs & Ramps to Elevated Platforms		
Guards & Handrails		
Schedule C-B - Electrical		

C. Portable Modular Buildings	Received and Retained(Date)	Not Applicable
Final Construction Drawings		
Schedules C-B – Structural		
Foundations		
Scaffolding Systems & Platforms		
Stairs & Ramps to Elevated Platforms		
Guards & Handrails		

Project Address: _____ Building Permit No. _____

Name of Venue or Site: _____

D. Tents	Received and Retained(Date)	Not Applicable
Final Construction Drawings		
Schedules C-B – Structural		
Foundations		
Scaffolding Systems & Platforms		
Indoor Seating Structural Systems		
Stairs & Ramps to Elevated Platforms		
Guards & Handrails		
Schedules C-B - Electrical		
Electrical Systems & Wiring		

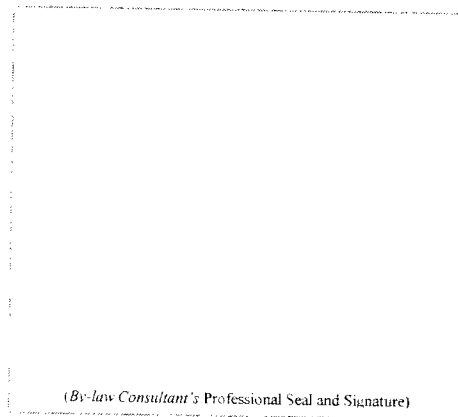
E. Interior Fit-out within Existing Buildings	Received and Retained(Date)	Not Applicable
Final Construction Drawings		
Schedules C-B		
Architectural		
Structural		
Mechanical		
Plumbing		
Fire Suppression Systems		
Electrical		

I, _____ hereby confirm that I have received all the applicable documents and drawings as set forth above for the above noted building permit and that these documents and drawings are substantially comply with the 2010 Winter Games Building By-law Relaxation By-law.

Signed by: _____
By-law Consultant

Firm: _____

Date: _____
 (YY MM DD)



EXPLANATION

License By-law amending by-law re 2009 fee increases

The attached by-law will implement Council's resolution of October 14, 2008 to increase fees for 2009. Please note that this by-law also repeals an amending by-law re 2009 fees which Council enacted inadvertently on October 14, 2008, the reason being that Council did not approve the recommended fee increases presented at the October 14, 2008 meeting so the by-law presented to that meeting for enactment should have been withdrawn and amended. This By-law incorporates the necessary amendments. No consequences flow from this repeal.

Director of Legal Services
October 28, 2008

BY-LAW NO. _____



**A By-law to amend License By-law No. 4450
regarding 2009 fee increases**

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 License By-law.
2. Council:
 - (a) repeals Schedule A, and substitutes for it Schedule A attached to this By-law, which new Schedule A is to form part of the License By-law; and
 - (b) approves the fees set out in the new Schedule A.
3. This By-law repeals By-law No. 9735.
4. This By-law is to come into force and take effect on January 1, 2009.

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

Year 2009 Business License Fees

SCHEDULE A

BUSINESS LICENSE FEES

	New License	Fee for Previously Issued License	Term
ADULT ENTERTAINMENT STORE	341.00	291.00	per annum
AMUSEMENT PARK	4,350.00	4,300.00	per annum
ANIMAL/VETERINARY HOSPITAL	266.00	216.00	per annum
ANTIQUÉ DEALER	166.00	116.00	per annum
APARTMENT BUILDING	58.00 per dwelling unit + \$50.00	58.00	per annum per dwelling unit (EXCEPT that a dwelling unit that is actually occupied by the owner of the premises, or a dwelling unit that is leased for 99 years or more and the lessee is eligible for and has received the Provincial Home Owner Grant for the preceding year, shall not be included in the calculation of the fee payable)
ARCADE, EXHIBIT or SHOOTING GALLERY	341.00	291.00	per annum

ARTIST LIVE/WORK STUDIO	166.00	116.00	per annum
AUTO DEALER	191.00	141.00	per annum
AUTO PAINT/BODY SHOP	166.00	116.00	per annum
AUTO PARKING	166.00	116.00	per annum
AUTO WASHING	166.00	116.00	per annum
BACKYARD PAY PARKING	160.00	110.00	per annum for the first 2 spaces, and for each additional space
	47.00	47.00	
BANK MACHINE	47.00	47.00	per annum
BARBER SHOP OR BEAUTY SALON	263.00	213.00	per annum
BEAUTY AND WELLNESS CENTRE	326.00	276.00	per annum
BED AND BREAKFAST ACCOMMODATION	89.00	39.00	per annum
BILLIARD-ROOM KEEPER	285.00	235.00	per annum
BLIND PEDDLER	1.00	1.00	per annum
BLIND RETAIL DEALER	1.00	1.00	per annum
BODY-RUB PARLOUR, BODY-PAINTING STUDIO & MODEL STUDIO	8,944.00	8,894.00	per annum
BOOK AGENT	191.00	141.00	per annum
BOTTLE DEPOT	191.00	141.00	per annum
BOWLING ALLEY	266.00	216.00	per annum

C.N.I.B. CONCESSION STAND	1.00	1.00	per annum
CANVASSER	166.00	116.00	per annum
CARPET/UPHOLSTERY CLEANER	191.00	141.00	per annum
CASINO - CLASS 1	277.00	227.00	per annum
CASINO - CLASS 2	10,232.00	10,182.00	per annum
CATERER	362.00	312.00	per annum
CHIMNEY SWEEP	191.00	141.00	per annum
CLUB	60.00	10.00	per annum
CLUB MANAGER	166.00	116.00	per annum
CLUB MANAGER OF A COMMUNITY ASSOCIATION which pays a \$2.00 Licence fee under this Schedule	2.00	2.00	per annum
COIN-OPERATED SERVICES	362.00	312.00	per annum
COMMUNITY ASSOCIATION or similar organization incorporated under the "Society Act"	2.00	2.00	per annum
CONTRACTOR	191.00	141.00	per annum
COURIER/MESSENGER	166.00	116.00	per annum
DAIRY	362.00	312.00	per annum
DANCE HALL	285.00	235.00	per annum
DANCING ACADEMY	191.00	141.00	per annum
DATING SERVICE	191.00	141.00	per annum
DINING LOUNGE	4.80 per seat + \$50.00	4.80	per annum per seat except that, despite the number of seats, the minimum fee will be

			\$109.00 and the maximum fee will be \$2,285.00
DRY CLEANER	166.00	116.00	per annum
DUPLEX	56.00 per dwelling unit + \$50.00	56.00	per annum for each dwelling unit (EXCEPT that no license is required for a dwelling unit that is actually occupied by the owner of the premises)
DWELLING UNIT that a person rents, intends to rent, or customarily rents to a tenant except for a dwelling unit for which a fee is payable under another part of this Schedule A			
	106.00	56.00	per annum
ELECTRICIAN	166.00	116.00	per annum
EXHIBITION			
(a)	Circus or Rodeo EXCEPT that where the Circus or Rodeo is to be held or exhibited entirely within a permanent building, the fee shall be	133.00 266.00 2,505.00	133.00 266.00 2,505.00
			per day per week per annum
(b)	Horse Racing	10,182.00	10,182.00
			per annum
(c)	Automobile or Motorcycle Racing	133.00 266.00 1,019.00	133.00 266.00 1,019.00
			per day per week per annum
(d)	Concert, lecture or a musical or theatrical performance staged or promoted by a person not holding a license, where the capacity of the facility.....		

(A) does not exceed 500 seats	116.00	116.00	per day or
	229.00	229.00	per week or
	2,505.00	2,505.00	per annum
(B) is greater than 500 seats but does not exceed 1000 seats	133.00	133.00	per day or
	266.00	266.00	per week or
	2,348.00	2,348.00	per annum
(C) is greater than 1000 seats but does not exceed 2000 seats	157.00	157.00	per day or
	312.00	312.00	per week or
	3,131.00	3,131.00	per annum
(D) exceeds 2000 seats	180.00	180.00	per day or
	353.00	353.00	per week or
	3,605.00	3,605.00	per annum
EXCEPT that where no part of the proceeds from any event listed in (c) or (d) enures to the benefit or private gain of any person or proprietor or member thereof or shareholder therein, or to the person or persons organizing or managing such event, the fee shall be	31.00	31.00	per day or
	39.00	39.00	per week or
	1,566.00	1,566.00	per annum
(e) Boxing, wrestling, game, show, contest or any other exhibit, performance or device not hereinbefore specifically mentioned	133.00	133.00	per day or
	266.00	266.00	per week or
	2,348.00	2,348.00	per annum
EXTENDED HOURS LIQUOR ESTABLISHMENT - CLASS 1 EXTENDED HOURS LIQUOR	\$13.20 per seat + \$50	13.20	Per annum per seat, based on the number of seats set out on

ESTABLISHMENT - CLASS 2
 EXTENDED HOURS LIQUOR
 ESTABLISHMENT - CLASS 3
 EXTENDED HOURS LIQUOR
 ESTABLISHMENT - CLASS 4
 EXTENDED HOURS LIQUOR
 ESTABLISHMENT - CLASS 5
 EXTENDED HOURS LIQUOR
 ESTABLISHMENT - CLASS 6
 EXTENDED HOURS LIQUOR
 ESTABLISHMENT - CLASS 7

the Provincial liquor
 license for the
 establishment,
 except that despite
 the number of seats,
 the minimum fee will
 be \$116.00 and the
 maximum fee will be
 \$17,788.00

FAMILY SPORTS AND ENTERTAINMENT CENTRE	330.00	280.00	per annum
FARMERS' MARKET	10.00	10.00	per annum
FINANCIAL INSTITUTION	1,241.00	1,191.00	per annum
FITNESS CENTRE	266.00	216.00	per annum
FUND RAISER	191.00	141.00	per annum
GASOLINE STATION	224.00	174.00	per annum
HAIR STYLIST	116.00 per chair + \$50.00	116.00	per annum per chair
HAIRDRESSER	116.00 per chair + \$50.00	116.00	per annum per chair
HEALTH CARE OFFICE	166.00	116.00	per annum
HEALTH ENHANCEMENT CENTRE	267.00	217.00	per annum
HEMOCRAFT	110.00	60.00	per annum
HOTEL	110.00	60.00	per annum, plus
	56.00 per dwelling unit + \$50.00	56.00	per annum per dwelling unit

	41.00 per housekeeping unit + \$50.00	41.00	per annum per housekeeping unit
	26.00 per sleeping unit + \$50.00	26.00	per annum per sleeping unit
JANITOR SERVICE	191.00	141.00	per annum
JUNIOR ACHIEVEMENT OF B.C.	10.00	10.00	per annum
JUNK DEALER, MOBILE	166.00	116.00	per annum
KENNEL	166.00	116.00	per annum
LATE NIGHT DANCE EVENT	254.00	254.00	per event with patron capacity of less than 350
LATE NIGHT DANCE EVENT	447.00	447.00	per event with patron capacity of 350 or more but less than 750
LATE NIGHT DANCE EVENT	764.00	764.00	per event with patron capacity of 750 or more but less than 2000
LATE NIGHT DANCE EVENT	1,019.00	1,019.00	per event with patron capacity of 2000 or more
LAUNDRY (with equipment)	266.00	216.00	per annum
LIMITED SERVICE FOOD ESTABLISHMENT	472.00	422.00	per annum
LIQUOR DELIVERY SERVICE	191.00	141.00	per annum
LIQUOR RETAIL STORE	375.00	325.00	per annum
LIVERY AND FEED STABLES	266.00	216.00	per annum

LOCKSMITH	191.00	141.00	per annum
MANUFACTURER	166.00	116.00	per annum
MANUFACTURER - FOOD	662.00	612.00	per annum
MARINA OPERATOR	253.00	203.00	per annum plus
	992.00	992.00	for each occupied live-aboard boat 21 feet or less in length, at water line, plus
	1,200.00	1,200.00	for each occupied live-aboard boat more than 21 feet but not more than 26 feet in length, at water line, plus
	1,351.00	1,351.00	for each occupied live-aboard boat more than 26 feet but not more than 31 feet in length, at water line, plus
	1,541.00	1,541.00	for each occupied live-aboard boat more than 31 feet but not more than 37 feet in length, at water line, plus
	1,700.00	1,700.00	for each occupied live-aboard boat which is more than 37 feet in length at water line.
MILK VENDOR	266.00	216.00	per annum
MOBILE FOOD VENDING	163.00	113.00	per annum
MOVING TRANSFER SERVICE	166.00	116.00	per annum

MULTIPLE CONVERSION DWELLING	56.00	56.00	per annum per dwelling unit
	per dwelling unit + \$50.00		
	41.00	41.00	per annum per housekeeping unit
	per housekeeping unit + \$50.00		
	26.00	26.00	per annum per sleeping unit (EXCEPT that a dwelling unit, sleeping unit or house keeping unit that is actually occupied by the owner of the premises shall not be included in the calculation of the fee payable)
	per sleeping unit + \$50.00		
NEWSPAPER VENDING MACHINE	30.00	30.00	per annum
NON-PROFIT HOUSING	166.00	116.00	per annum
ONE-FAMILY DWELLING which is leased to and occupied by persons other than the building's owner	106.00	56.00	per annum
PACIFIC NATIONAL EXHIBITION - Annual Fair	14,308.00	14,258.00	per annum
PAINTER	166.00	116.00	per annum
PAWNBROKER	1,859.00	1,809.00	per annum
PEDDLER	166.00	116.00	per annum
PEDDLER - FOOD	266.00	216.00	per annum
PERSONAL CARE HOME	26.00	26.00	per annum per licensed bed
	per licensed bed + \$50.00		

PERSONAL TRAINING CENTRE	166.00	116.00	per annum
PET STORE	266.00	216.00	per annum
PLUMBER	166.00	116.00	per annum
PSYCHIC OR ASTROLOGICAL SERVICE	191.00	141.00	per annum
PUBLIC MARKET OPERATOR	1,256.00	1,206.00	per annum
PUBLIC MARKET OPERATOR who operates on a temporary basis only	474.00	424.00	per day
RENTAL DEALER	166.00	116.00	per annum
RESTAURANT	662.00	612.00	per annum
RESTAURANT -CLASS 1 with lounge	662.00	612.00	per annum
RESTAURANT -CLASS 2	662.00	612.00	per annum
RETAIL DEALER	166.00	116.00	per annum
RETAIL DEALER - FOOD	266.00	216.00	per annum
RETAIL DEALER - GROCERY	745.00	695.00	per annum
RETAIL DEALER - MARKET: 50,00 sq. ft. premises	3,525.00	3,475.00	per annum
ROOMING HOUSE	26.00 per sleeping unit + \$50.00	26.00	per annum per sleeping unit (EXCEPT that a sleeping unit that is actually occupied by the owner of the premises shall not be included in the calculation of the fee payable)
SCAVENGER	285.00	235.00	per annum

SCHOOLS - BUSINESS OR TRADE	266.00	216.00	per annum
SCHOOLS - PRIVATE	266.00	216.00	per annum
SCRAP METAL RECYCLER	166.00	116.00	per annum
SECOND-HAND DEALER -CLASS 1	1,859.00	1,809.00	per annum
SECOND-HAND DEALER -CLASS 2	1,044.00	994.00	per annum
SECOND-HAND DEALER-CLASS 3	735.00	685.00	per annum
SECOND-HAND DEALER -CLASS 4	309.00	259.00	per annum
SECOND-HAND DEALER -CLASS 5	309.00	259.00	per annum
SECOND-HAND DEALER -CLASS 6	477.00	427.00	per annum
SOCIAL ESCORT	191.00	141.00	per annum
SOCIAL ESCORT SERVICE	1,101.00	1,051.00	per annum
SOLICITING FOR CHARITY	10.00	10.00	per annum
SPECIALTY WINE STORE	266.00	216.00	per annum
STANDARD HOURS LIQUOR ESTABLISHMENT CLASS - 1	4.80 per seat + \$50.00	4.80	per annum per seat, based on the number of seats set out on the Provincial liquor license for the establishment, except that despite the number of seats, the minimum fee will be \$116.00 and the maximum fee will be \$2433.00
STANDARD HOURS LIQUOR ESTABLISHMENT CLASS- 2			
STANDARD HOURS LIQUOR ESTABLISHMENT CLASS - 3			
STANDARD HOURS LIQUOR ESTABLISHMENT CLASS - 4			
STANDARD HOURS LIQUOR ESTABLISHMENT CLASS - 5			
STANDARD HOURS LIQUOR ESTABLISHMENT CLASS - 6			
STANDARD HOURS LIQUOR ESTABLISHMENT CLASS - 7	4.80 per seat + \$50.00	4.80	per annum per seat, based on the number of seats set out on the Provincial liquor license for the establishment,

			except that despite the number of seats, the minimum fee will be \$116.00 and the maximum fee will be \$375.00
STEAM BATH/MASSAGE PARLOUR	285.00	235.00	per annum
SWIMMING POOL located in a hotel, apartment building, club, health spa or other business required to be licensed under this By-law	626.00	626.00	per annum
TALENT/MODEL AGENCY	191.00	141.00	per annum
TANNING/SKIN CARE SALON	266.00	216.00	per annum
TATTOO PARLOUR	266.00	216.00	per annum
TAXICAB PREMISES	166.00	116.00	per annum
THEATRE	266.00	216.00	per annum
TRAILER COURT	247.00	197.00	per annum per space
TRANSIENT PEDDLER OR TRANSIENT TRADER	629.00 2,869.00	579.00 2819.00	per week or per annum
UNDERTAKER	266.00	216.00	per annum
VENDING MACHINE	16.00	16.00	per annum
VENUE	4.80 per seat + \$50.00	4.80	per annum per seat except that despite the number of seats, the minimum fee will be \$56.00 and the maximum fee will be \$375.00
WAREHOUSE OPERATOR	166.00	116.00	per annum

WAREHOUSE OPERATOR - FOOD	362.00	312.00	per annum
WEDDING CHAPEL	355.00	305.00	per annum
WHOLESALE DEALER	166.00	116.00	per annum
WHOLESALE DEALER - FOOD	362.00	312.00	per annum
WINDOW CLEANER	166.00	116.00	per annum
ANY BUSINESS, TRADE, PROFESSION OR OTHER OCCUPATION NOT SPECIFIED HEREIN	166.00	116.00	per annum
TRANSFER OF A LICENSE	116.00	116.00	
NON-REFUNDABLE PORTION OF FEE	69.00	69.00	per license where the applicable fee is greater than \$69.00

EXPLANATION

**A By-law to amend CD-1 By-law No. 8097
re 333 East Pender Street**

After the public hearing on October 14, 2008, Council resolved to amend this CD-1 By-law to increase floor space ratio and building height. 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
October 28, 2008

333 East Pender Street



BY-LAW NO. _____

A By-law to amend CD-1 By-law No. 8097

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

1. From section 4.1 of By-law No. 8097, Council strikes out "2.54", and substitutes "2.72".
2. From section 5.1 of By-law No. 8097, Council strikes out "four", and substitutes "five".
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 _____, 2008

Mayor

City Clerk

EXPLANATION

A By-law to amend the Parking By-law re miscellaneous text amendments

On October 14, 2008, Council resolved to amend the Parking By-law to make a number of housekeeping changes and to add a definition of “mechanical parking”. 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
October 28, 2008

Miscellaneous text amendments



BY-LAW NO. _____

A By-law to amend Parking By-law No. 6059

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

1. This By-law amends the indicated provisions and maps of the Parking By-law.
2. In section 2, Council:
 - (a) strikes out the definition of “Co-operative Parking Space”;
 - (b) strikes out the definition of “Co-operative Vehicle”;
 - (c) to the definition of “Loading Space, Class A”, after “activities”, adds “of overall length equal to or greater than 5.5 m but less than 8.5 m”;
 - (d) to the definition of “Loading Space, Class B”, after “activities”, adds “of overall length equal to or greater than 8.5 m but less than 17 m”;
 - (e) to the definition of “Loading Space, Class C”, after “length”, adds “equal to or greater than 17 m used for delivery activities”;
 - (f) after the definition of “Loading Space, Class C”, adds:

“**Mechanical Parking** means a device, including an elevating device such as a vertical lift or automated vehicle storage system, that allows for the provision of parking in a compact form without the use of ramping.”; and
 - (g) after the definition of “Payment-In-Lieu”, Council adds:

“**Shared Vehicle Parking Space** means a parking space reserved for the exclusive use of a shared vehicle.

Shared Vehicle means a four-wheeled automobile, van, or pick-up truck owned and operated by an organization which provides car-sharing services to its members.”

3. From the text of section 3.2.2, Council strikes out “co-operative” and “associated parking spaces” each time they appear, and substitutes “shared” and “shared vehicle parking spaces” respectively.
4. To the title and text of section 4.1.6, after “BCPED District”, Council adds “and FCCDD District”.
5. Council repeals the text of section 4.1.7, and substitutes:

“The number of small car parking spaces on a site may not exceed 25% of the total parking spaces required for the site for all uses combined, except that:

 - (a) if the parking spaces on a site are primarily reserved and clearly designated for employee parking in association with office, industrial, or similar uses, the number of such small car parking spaces may increase to no more than 40% of the total parking spaces; and
 - (b) if a particular use requires only two or three parking spaces, one of them may be a small car space.”

The Director of Planning, in consultation with the City Engineer, is to determine the location of small car spaces on a site.

6. From the text of section 4.1.11, Council strikes out “above zero”.
7. In the text of section 4.1.12(b), Council:
 - (a) to clause (i), after “provided”, adds:

“except that if there are no historic records showing the parking requirements for the originally constructed building, the number of parking spaces must meet the requirements of this By-law”; and
 - (b) to clause (ii), after “two”, Council adds “except as otherwise provided for in section 4.2”.

8. From the text of Column 1 of section 4.2.1.3, Council repeals:

<p>RS-2, RS-4, RT-1, RT-2, RM-2, RM-3, RM-3A, C, (except C-5 and C-6), M, I, DEOD and sites 500 square metres or larger in RM-4 and RM-4N:</p>	
<p>Two residential units</p>	<p>A minimum of two spaces.</p>
<p>Three or more residential units</p>	<p>A minimum of one space for each 70 square metres of gross floor area, except that no more than 2.2 spaces for every residential unit need be provided.</p>
<p>RM-5, RM-5A, RM-5B, RM-5C, RM-6, C-5, C-6</p>	
<p>Two residential units</p>	<p>A minimum of two spaces.</p>
<p>Three or more residential units</p>	<p>A minimum of one space for each 80 square metres of gross floor area, except that no more than 2.2 spaces for every residential unit need be provided.</p>
<p>FSD</p>	<p>A minimum of two spaces for every dwelling unit.</p>

and substitutes:

<p>DEOD</p> <p>Two residential units</p> <p>Three or more residential units</p> <p>RS-2, RS-4, RT-1, RT-2, RM-2, RM-3, RM-3A, C, (except C-5 and C-6), M, I, and sites 500 m² or larger in RM-4 and RM-4N</p> <p>Two residential units</p> <p>Three or more residential units</p>	<p>A minimum of two spaces.</p> <p>A minimum of one space for each 70 m² of gross floor area, except that no more than 2.2 spaces for every residential unit need be provided.</p> <p>A minimum of two spaces.</p> <p>A minimum of 0.5 space for every dwelling unit that has less than 50 m² of gross floor area, and, for every dwelling unit that has 50 m² or more of gross floor area, at least 0.6 space for every dwelling unit plus one space for each 200 m² of gross floor area, except that, for every dwelling unit which has a gross floor area of 180 m² or greater, there need be no more than 1.5 spaces for every dwelling unit.</p> <p>For sites smaller than 500 m² or with a maximum of 1.0 floor space ratio, the lesser of the requirement set out in the preceding paragraph of this column or one space for every dwelling unit.</p>
<p>RM-5, RM-5A, RM-5B, RM-5C, RM-6, C-5, C-6</p> <p>Two residential units</p> <p>Three or more residential units</p>	<p>A minimum of two spaces.</p> <p>A minimum of one space for each 80 m² of gross floor area, except that no more than 2.2 spaces for every residential unit need be provided.</p>

9. In the text of section 4.2.1.4, Council:

- (a) in the first paragraph of Column 1, strikes out “4.2.1.7, 4.2.1.8 and 4.2.1.10”, and substitutes “4.2.1.7, 4.2.1.8, 4.2.1.10, and 4.2.1.13”;
- (b) strikes out the second paragraph of Column 1, and substitutes:
“DEOD”; and
- (c) strikes out the second, third, and fourth paragraphs of Column 2, and substitutes:

“A minimum of 0.5 space for every dwelling unit that has less than 50 m² of gross floor area, and, for every dwelling unit that has 50 m² or more of gross floor area, at least 0.6 space for every dwelling unit plus one space for each 200 m² of gross floor area, except that, for every dwelling unit which has a gross floor area of 180 m² or greater, there need be no more than 1.5 spaces for every dwelling unit.

For sites smaller than 500 m² or with a maximum of 1.0 floor space ratio, the lesser of the requirement set out in the preceding paragraph of this column or one space for every dwelling unit.”

10. From the text of section 4.2.1.7, Council strikes out “4.2.1.5 and 4.2.1.7 to 4.2.1.10”, and substitutes “4.2.1.5 and 4.2.1.8 to 4.2.1.12”.

11. From the text of section 4.2.1.8, Council strikes out “or the Housing Construction (Elderly Citizens) Act”.

12. To the text of Column 2 of section 4.2.1.11, after the first paragraph, Council adds:

“For three or more dwelling units:

A minimum of 0.5 space for every dwelling unit that has less than 50 m² of gross floor area, and, for every dwelling unit that has 50 m² or more of gross floor area, at least 0.6 space for every dwelling unit plus one space for each 200 m² of gross floor area, except that, for every dwelling unit which has a gross floor area of 180 m² or greater, there need be no more than 1.5 spaces for every dwelling unit.

For sites smaller than 500 m² or with a maximum of 1.0 floor space ratio, the lesser of the requirement set out in the preceding paragraph of this column or one space for every dwelling unit.”

13. From the text of Column 1 of section 4.2.1.13, Council strikes out:
 - (a) “: i) in C, RM, FM, MC or IC”;
 - (b) “Fir Street, 2nd Avenue,”;
 - (c) “Alder Crossing, 6th Avenue,”, and substitutes “False Creek”; and
 - (d) “; ii) or in portions of C-3A not included above;”, and substitutes a period.
14. Council repeals Map 4.2.1.13, and substitutes Map 4.2.1.13 attached to this By-law.
15. To the text of section 4.2.1.13, after “except that”, Council adds “, for every dwelling unit which has a gross floor area of 180 m² or greater,”.
16. From the text of section 4.2.4.7, Council strikes out “racket”, and substitutes “racquet”.
17. In the text of section 4.2.6.5, Council strikes out:
 - (a) “staff”, and substitutes “use”; and
 - (b) “any caretaker”, and substitutes “each caretaker”.
18. From the text of section 4.3.4, Council strikes out the second sentence, and substitutes:

“For the purpose of calculating the parking required, prior to a change of use, existing Active Uses (A) shall have a parking requirement determined by the P to A calculation of the By-law and existing Passive uses (P) shall have no parking requirement.”
19. Council repeals the text of section 4.3.8, and substitutes:

“Dwelling units in the DD, CWD and HA Districts for senior citizens or low income families as provided for in sections 4.2.1.8 and 4.2.1.9 shall provide parking in accordance with sections 4.2.1.8 and 4.2.1.9 respectively.”
20. In the text of section 4.4.4, Council:
 - (a) from subsection (a)(iii), strikes out “and”;
 - (b) repeals section 4.4.4(b), and substitutes:
 - “(b) in cases where the site is located within the boundaries defined in Section 4.3.1, 0.75 times the parking standard specified in section 4.3.6; and”; and

(c) after subsection (b), adds:

“(c) in cases where the site is not located within the boundaries defined in 4.3.1, 0.75 times the parking standard otherwise applicable for that location.”

21. Council repeals Map 4.5, and substitutes Map 4.5 attached to this By-law.

22. From the text of the first column of each of sections 4.5.1, 4.5.2, 4.5.3, and 4.5.4, Council strikes out “Sub-area A”, and substitutes “Area A”.

23. After the table in section 4.5, Council strikes out the words “4.6 Location of Parking Spaces”, and re-locates them to immediately before section 4.6.1.

24. Immediately before the title “Table of Number of Required and Permitted Parking Spaces for Southeast False Creek shown outlined in heavy black on Map 4.5A”, Council inserts “4.5A”.

25. Council repeals the text of section 4.6.1, and substitutes:

“All off-street parking spaces required or provided in R, C, M, I, FSD and DEOD Districts, shall be located on the same site as the development or building they are intended to serve, except that spaces accessory to uses other than dwelling uses may be located on another site within 45 m distance from the development or building they are intended to serve to be measured from the nearest pedestrian access point on the property of application to the nearest of the parking spaces provided on the site subject to the approval of the Director of Planning and provided they are secured by means satisfactory to the Director of Planning.”

26. Council repeals the text of section 4.8.1, and substitutes:

“Except as this Section 4 otherwise expressly states, all off-street parking spaces shall be a minimum of 5.5 m in length and 2.5 m in width and shall have a minimum vertical clearance of 2.0 m, except that where one side of any space abuts any portion of a fence or structure the minimum width shall be 2.7 m, or where both sides abut any portion of a fence or structure the minimum width shall be 2.9 m.”

27. Council repeals the text of section 4.8.2, and substitutes:

“All off-street parking spaces for small cars shall be a minimum of 4.6 m in length and 2.3 m in width and shall have a minimum vertical clearance of 2.0 m, except that where one side of any space abuts any portion of a fence or structure the minimum width shall be 2.6 m or where both sides abut any portion of a fence or structure the minimum width shall be 2.7 m.”

28. After section 4.8.2, Council adds:

“4.8.2A Size of Mechanical Parking Spaces

The Director of Planning, in consultation with City Engineer must approve the size of all mechanical parking spaces.”

29. In the text of section 4.8.4, Council:

(a) at the end of subsection (c), strikes out the period, and substitute a semi-colon; and

(b) after subsection (c), beginning at the left margin, adds:

“The Director of Planning, in consultation with the City Engineer, shall determine the location of disability parking spaces required and provided for the various uses on a site.”

30. After section 4.8.4, Council adds:

“4.8.4A Signage for Disability Parking and Dual Height in Parking Areas

The owner of a site must clearly post overhead signs that state the maximum unobstructed height clearance provided for disability parking access both at the parking entrance and within the parking area.”

31. Council repeals the first paragraph of the text of section 4.8.5, and substitutes:

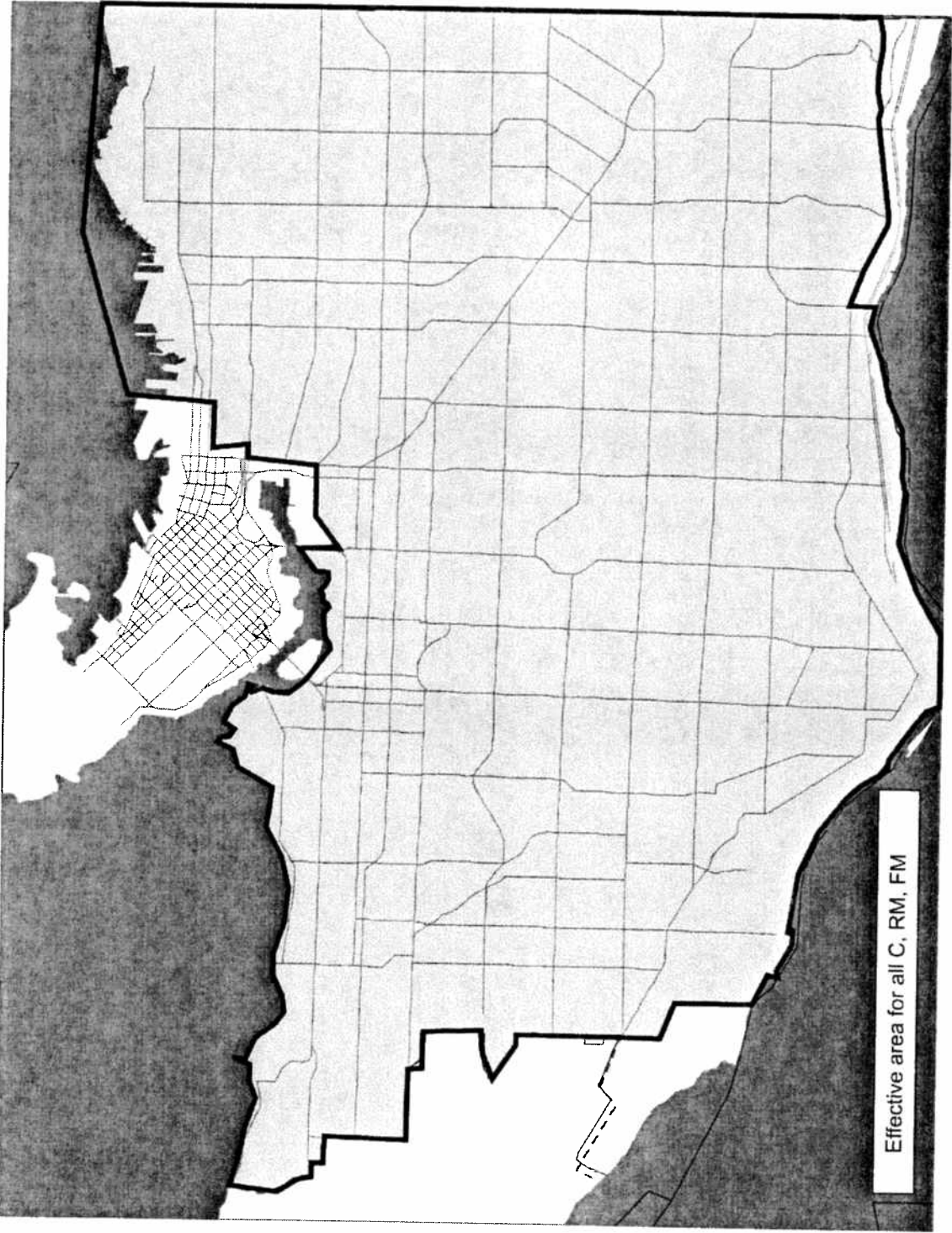
“Adequate provision shall be made for access by vehicles to all off-street parking spaces by means of unobstructed maneuvering aisles which, for right-angle parking, shall be not less than 6.6 m in width, except that the Director of Planning, in consultation with the City Engineer may permit a lesser aisle width to an absolute minimum of 6.1 m for parking stalls when each of the standard parking stalls is a minimum of 2.7 m wide, except when all the parking stalls are small car spaces which shall not require more than a minimum 6.1 m unobstructed aisle width, and for other than right-angle parking may be a lesser width as permitted by the Director of Planning in consultation with the City Engineer. Access to mechanical parking access must be satisfactory to the Director of Planning in consultation with the City Engineer.”

32. Council repeals the text of section 4.8.9, and substitutes:

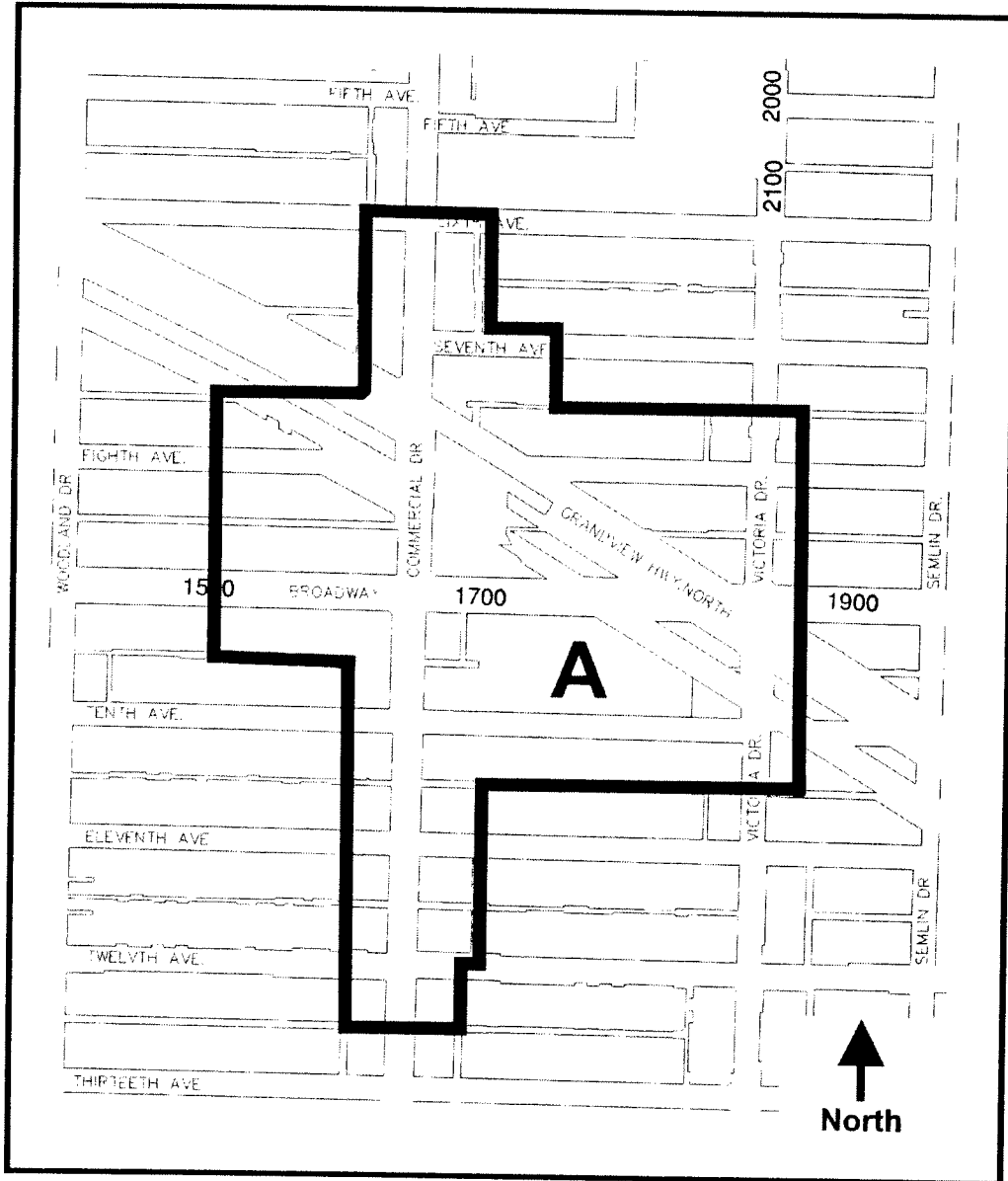
“All parking uses shall be provided and maintained with curbs having cross-sectional dimensions above the pavement of at least 15 cm, and no more than 20 cm, located at least 75 cm, for a standard or disability parking space and 60 cm, for a small car parking space, distant from interior or exterior fences, pedestrian circulation routes, landscaped areas, other parking spaces, and except for points of access, streets or lanes.”

33. To the text of section 4.8.12, after “parking spaces”, Council adds “, except for mechanical parking,”.
34. To the text of section 4.12.1, after “thereof”, Council adds a comma.
35. From the text of section 4.12.2, Council strikes out “Finance”, and substitutes “Budget Services”.
36. To the title and text of section 5.1.3, after “BCPED”, Council adds “and FCCDD”.
37. Council repeals the second sentence of the text of section 5.1.7, and substitutes:
“Subject to section 5.2.1 or to any other specific requirement of this By-law, a fraction of one-half shall be rounded up to the next whole number.”
38. To the text of section 5.1.8, before the second reference to “spaces”, Council adds “parking”.
39. In the text of section 5.2.1, Council:
- (a) from Column 1, strikes out “Neighbourhood Grocery Store”; and
 - (b) from the Class B subcolumn of Column 2, strikes out:
 - (i) “at least two spaces”, and substitutes “a minimum of one additional space”, and
 - (ii) strikes out “or one or more legal lots”.
40. To the text of section 5.4.1, Council:
- (a) before the first reference to “access”, adds “unobstructed”; and
 - (b) after “aisle”, adds “and a loading throat or throats where required”.
41. After section 5.5.5, Council adds:
“5.5.6 Specialized Vehicles
If the operation of any use requires access to loading by specialized vehicles, the Director of Planning, in consultation with the City Engineer, may set height clearances at points of access and loading space sizes appropriate to such vehicles.”

Map 4.2.1.13



Map 4.5



EXPLANATION

A By-law to amend the Impounding By-law re housekeeping amendment

On October 14, 2008, Council resolved to amend the Impounding By-law to clarify the authority for imposing impounding charges. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
October 28, 2008

BY-LAW NO. _____



**A By-law to amend Impounding By-law No. 3519
regarding authority for impounding charges**

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

1. This By-law amends the indicated provisions of the Impounding By-law.
2. Council from:
 - (a) section 4(a), strikes out “6”, and substitutes “7”;
 - (b) sections 5(e) and 6(1), strikes out “5”, and substitutes “6”; and
 - (c) section 11(4), strikes out “6 and 7”, and substitutes “7 and 8”.
3. Council re-numbers sections 4 to 15 as sections 5 to 16 respectively.
4. Immediately before the new section 5, Council adds:

“4. This By-law fixes as the impounding charges the rates set out in Schedule A to this By-law, and authorizes the payment of such rates to any person with whom the city contracts for the removal, towing, or storage of an impounding vehicle or the removal of a chattel under 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. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk