

**Letter "A" - Transfer of Heritage Density
(to accompany Rezoning Application or be submitted prior to Public Hearing)**

_____ (date)

Rezoning Centre
Current Planning
City of Vancouver
453 West 12th Avenue
Vancouver, BC V5Y 1V4

Attention: Rezoning Planning Analyst

Dear Sir or Madam:

Re: Transfer of Heritage Density to CD-1 Rezoning (or CD-1 Text Amendment)

_____ (receiver site)
receiver site address

_____ (donor site)
donor site address

This is to confirm that a conditional agreement has been reached between _____, the registered owner of a heritage donor site at _____ (address), to sell _____ (amount) sq. ft. of heritage density to _____, the registered owner of the above receiver site at _____ (address), at a price of \$ _____ per sq. ft. and total value of \$ _____. This agreement is subject to the City's approval of the above Rezoning for the project.

The Donor Site Owner and the Receiver Site Owner both agree that the City has no responsibility to ensure payment or the fulfilment of any condition of our agreement. We also agree that the City has no obligation to effect the transfer. The decision to transfer is within the City's discretion to refuse or approve, as it will, without recourse by any party.

Both the Donor Site Owner and the Receiver Site Owner are aware that the City cannot, and will not, effect a density transfer until all conditions for release of the density from the donor site have been fulfilled including:

- the donor site is possessed of the density which is the subject of this agreement (that is, that the rezoning by-law is enacted, or the Heritage Agreement is enacted and registered on title and the related Development and Building Permits are issued); and
- the density from the donor site is available for sale to the Receiver Site Owner; and
- the Donor Site Owner has completed the rehabilitation of the heritage building, or given the City a letter of credit therefore, or completed sufficient donor site rehabilitation to warrant a partial release of density, and fulfilled any other requirement as set out in the legal agreements with the City; and
- submission of a fully executed Letter B in the form acceptable to the City.

Donor Site Table

(Note: Owner of Donor Site is responsible for ensuring data in table is correct.)

A. Total transferable density awarded to the Donor Site by the Heritage Agreement or Rezoning		_____ ft ²
Transfers approved to date (that is, receiver site's Development Permit or Rezoning approved with conditions)		
Address of receiver site(s)	DE# / RZ#	Amount transferred
_____	_____	_____ ft ²
_____	_____	_____ ft ²
_____	_____	_____ ft ²
_____	_____	_____ ft ²
_____	_____	_____ ft ²
B. Total transfers approved to date		_____ ft ²
C. Total density available for transfer (A - B)		_____ ft ²
D. Other transfer agreements not yet approved by the City		_____ ft ²
E. Transfer amount proposed in this transaction		_____ ft ²
F. Total density available after proposed transfer (C - (D + E))		_____ ft ²

Yours truly,

 (Donor Site Owner – insert complete legal name)

 (Receiver Site Owner - insert complete legal name)

cc: Heritage Planning Analyst, Heritage Group
 Development Officer, Real Estate Services

April 12, 2007

**Letter “B” - Transfer of Heritage Density
(to be submitted following Council approval of a rezoning at Public Hearing and
prior to by-law enactment)**

_____ (date)

Rezoning Centre, Current Planning
City of Vancouver
453 West 12th Avenue
Vancouver, BC V5Y 1V4

Attention: Rezoning Planning Analyst

Dear Sir or Madam:

Re: Transfer of Heritage Density to CD-1 Rezoning (or CD-1 Text Amendment)

_____ (receiver site)
receiver site address

_____ (donor site)
donor site address

This is to confirm that _____ (the “Donor Site Owner”), as the registered owner of a heritage donor site at _____

_____ (civic address and legal description), has entered into a legal agreement (the “Heritage Density Transfer Agreement”) providing for the sale of _____ (amount) sq. ft. of heritage density (the “Heritage Density”) at a cost of \$_____ per sq. ft. (the “Density Transfer”) and total value of \$_____ to _____ (the “Receiver Site Owner”) for the benefit of the proposed development of _____ (civic address and legal description) (the “Receiver Site”) pursuant to a Rezoning Application approved by City Council at the public hearing of _____ (date).

The Donor Site Owner and the Receiver Site Owner represent and warrant to the City as follows: (complete as appropriate)

1. The Heritage Density was created by:
 - enactment of CD by-law No. _____, OR
 - enactment of the Heritage Agreement by-law No. _____ and the filing of notice of the Heritage Agreement as a legal notation against title to the Donor Site under Land Title Office registration No. _____.
2. That any required restoration covenant has been executed and registered in the Land Title Office under registration No. _____.
3. That permits have been issued for the rehabilitation of the heritage building. Development Permit No. _____; Building Permit No. _____.

4. That the Donor Site is currently possessed of the Heritage Density, and the Heritage Density is available for transfer to the Receiver Site and has not been transferred, sold or committed to any other site.
5. That the Donor Site Owner has completed one of the following (collectively, the “Transfer Conditions”) to the satisfaction of the City’s Director of Planning:
 - completed the rehabilitation of the heritage building on the Donor Site pursuant to the Heritage Agreement; OR
 - provided a Letter of Credit; OR
 - completed sufficient rehabilitation of the heritage building, as supported by a Progress Report, to warrant a partial release of density.
6. That the Donor Site Owner and the Receiver Site Owner warrant that the receiver site is the subject of a CD-1 rezoning application (# _____) or a CD-1 text amendment (# _____) which was approved in principle by City Council at Public Hearing on _____(date).

The Donor Site Owner and the Receiver Site Owner acknowledge and agree that the City will rely on the representations made by the Donor Site Owner and the Receiver Site Owner herein and that the City will not be responsible for any errors or misrepresentations contained herein.

The Donor Site Owner advises that if the City effects this transfer that the remaining balance of available transferable Heritage Density on the Donor Site shall be a total of _____ (amount) sq. ft. (i.e. Box F in table).

The Donor Site Owner and the Receiver Site Owner acknowledge and agree that if, following the transfer of the Heritage Density from the Donor Site to the Receiver Site by the City, the City determines that any of the representations made herein are inaccurate and/or the Transfer Conditions have not been fulfilled as required by the Director of Planning/Heritage Agreement, the City may take any steps it deems necessary to prevent further development of the Receiver Site pursuant to the Development Permit, including without limitation, withholding issuance of any building permits or occupancy permits.

The Donor Site Owner and the Receiver Site Owner hereby agree to jointly indemnify and save harmless the City of Vancouver from any lawsuits, costs, suits or liabilities of any kind which may be incurred by the City which would not or could not have been incurred but for the Heritage Density Transfer Agreement between the Donor Site Owner and the Receiver Site Owner to effect a transfer of the Heritage Density or any breach thereof and/or a failure, for any reason whatsoever, of the Donor Site Owner to fulfill any of the Transfer Conditions.

The Donor Site Owner and the Receiver Site Owner hereby agree to release the City from any cost, losses, suits, or liabilities of any kind which may be incurred by the Donor Site Owner and/or the Receiver Site Owner, and which would not or could not have been incurred but for the Heritage Density Transfer Agreement between the Donor Site Owner and the Receiver Site Owner to effect a transfer of the Heritage Density or any breach thereof and/or a failure, for any reason whatsoever, of the Donor Site Owner to complete or fulfill any of the Transfer Conditions.

In the event of conflict between the terms and conditions of this Letter B and the Heritage Agreement and/or Restoration Covenant described above, the terms and conditions of the Heritage Agreement and/or Restoration Covenant shall prevail.

Donor Site Table

(Note: Donor Site Owner is responsible for ensuring data in table is correct.)

A. Total transferable density awarded to the Donor Site by the Heritage Agreement or Rezoning		_____ ft ²
Transfers approved to date (that is, receiver site's Development Permit or Rezoning approved with conditions)		
Address of receiver site(s)	DE# / RZ#	Amount transferred
_____	_____	_____ ft ²
_____	_____	_____ ft ²
_____	_____	_____ ft ²
_____	_____	_____ ft ²
_____	_____	_____ ft ²
B. Total transfers approved to date		_____ ft ²
C. Total density available for transfer (A - B)		_____ ft ²
D. Other transfer agreements not yet approved by the City		_____ ft ²
E. Transfer amount proposed in this transaction		_____ ft ²
F. Total density available after proposed transfer (C - (D + E))		_____ ft ²

 (Donor Site Owner – insert complete legal name)

 (Receiver Site Owner - insert complete legal name)

(Note: If an owner is a registered corporation, the Authorized Signature of the Corporation must sign this letter.)

cc: Heritage Planning Analyst, Heritage Group
 Development Officer, Real Estate Services