

File No.: 04-1000-20-2018-417

November 13, 2018

s.22(1)

Dear s.22(1)

Re: **Request for Access to Records under the Freedom of Information and Protection of Privacy Act (the "Act")**

I am responding to your request of August 1, 2018 for:

Any lease applications that have been filed or requested by Hallmark Poultry Processors Ltd. for or around the blocks of Commercial Drive, Pandora Street, Salisbury Drive, and East Hastings Street specifically for the alley between Franklin Street and East Hastings Street, including any construction permits requested in that same area.

Date Range: January 1, 2018 to July 31, 2018.

All responsive records are attached.

Under section 52 of the Act you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your request. The Act allows you 30 business days from the date you receive this notice to request a review by writing to: Office of the Information & Privacy Commissioner, info@oipc.bc.ca or by phoning 250-387-5629.

If you request a review, please provide the Commissioner's office with: 1) the request number assigned to your request (#04-1000-20-2018-417); 2) a copy of this letter; 3) a copy of your original request for information sent to the City of Vancouver; and 4) detailed reasons or grounds on which you are seeking the review.

Please do not hesitate to contact the Freedom of Information Office at foi@vancouver.ca if you have any questions.

Yours truly,

Cobi Falconer, FOI Case Manager, for

A handwritten signature in black ink, appearing to read 'Cobi' followed by a stylized surname.

**Barbara J. Van Fraassen, BA
Director, Access to Information & Privacy**

Barbara.vanfraassen@vancouver.ca
453 W. 12th Avenue Vancouver BC V5Y 1V4

*If you have any questions, please email us at foi@vancouver.ca and we will respond to you as soon as possible. Or you can call the FOI Case Manager at 604.871.6584.

Encl.

:kt

THIS LICENCE AGREEMENT is dated the 20th day of April, 2018

BETWEEN:

CITY OF VANCOUVER,
a municipal corporation with offices
at 453 West 12th Avenue,
Vancouver, B.C. V5Y 1V4

(the "City")

AND:

HALLMARK POULTRY PROCESSORS LTD.
A company incorporated under the laws of the
Province of British Columbia (Incorporation Number BC0754139)
c/o Suite 1700, Park Place, 666 Burrard Street,
Vancouver, B.C. V6C 2X8

(the "Licensee")

SUMMARY SECTION:

Laneway Area:

Laneway area in the 1700 block between East Hastings Street and Franklin Street consisting of approximately 489.1 square meters as shown cross-hatched and marked "Laneway Area" on the diagram attached as Appendix B (the "**Laneway Area**").

Adjoining Lands:

The Licensee is the registered and beneficial owner of Parcel B, Parcel C, Lot 1 and Lot 12 (all as defined below) and is the beneficial owner of Lot 11 (as defined below).

The Adjoining Lands consist of the following lands:

PID: 025-165-011, Legal: PARCEL 'B' OF LOT 4 BLOCK D DISTRICT LOT 183 GROUP 1 NEW WESTMINSTER DISTRICT PLAN LMP51529 ("**Parcel B**");

PID: 025876716, Legal: PARCEL C OF LOT 4 BLOCK D DISTRICT LOT 183 GROUP 1 NEW WESTMINSTER DISTRICT PLAN BCP9894 ("**Parcel C**");

PID: 029771994, Legal: LOT 1 OF LOT 4 BLOCK D DISTRICT LOT 183 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP55683 ("**Lot 1**");

PID: 015164489, Legal: LOT 12 OF LOT 4 BLOCK D DISTRICT LOT 183 PLAN 729 ("**Lot 12**"); and

PID: 015164306, Legal: LOT 11 OF LOT 4 BLOCK D DISTRICT LOT 183 PLAN 729 ("**Lot 11**")

(collectively, the "**Adjoining Lands**").

Turnaround Area:

A portion of the Adjoining Lands are required by the City to provide a turnaround area for vehicles whose movement through the Laneway Area will be blocked by the Security Works, which portion is shown hatched and marked "Turnaround Area" on the diagram attached as Appendix B (the "**Turnaround Area**").

Permitted Purposes:

To (1): install, maintain, repair, and remove the Security Works in the Laneway Area, (2) limit access to the Laneway Area except to the Licensee, the Licensee Group, the City and the City Group (as permitted under this Licence), and (3) use and cross over the Laneway Area to access the Adjoining Lands as required by the Licensee to conduct its business operations in the Adjoining Lands (collectively, the "**Permitted Purposes**").

Except for the Security Works, no structures or other improvements are permitted within the Laneway Area.

No parking, loading, un-loading, or other uses are permitted within the Laneway Area except as permitted under the City of Vancouver Street & Traffic By-Law No. 2849.

Security Works:

The security works will be comprised of roadworks, two gates (including closing and opening mechanisms and location and extent of rolling paths), and ancillary fencing inside the Laneway Area and a turnaround inside the Turnaround Area, all as set out in the drawings and specifications attached as Appendix C (the "**Security Works**").

Licence Fee:

\$26,071.50 per annum ("**Annual Licence Fee**").

Letter of Credit:

As security for the end of Licence removal and restoration obligations of the Licensee a letter of credit of \$117,000 is required ("**Letter of Credit**").

Term:

Three years starting 9:00 am on the day immediately following the Effective Date ("**Term**").

Options to Renew:

Two (2) options to renew for one (1) year each.

Early Termination by City:

6 months' notice of cancellation, as set out in more detail in the Licence.

Table of Contents

ARTICLE 1.....	8
Section 1.1 Term	8
Section 1.2 Licence Fee/Performance Security.....	8
Section 1.3 Letter of Credit	8
Section 1.4 Payments Generally.....	8
Section 1.5 Interest on Arrears	9
Section 1.6 Goods and Services Tax	9
ARTICLE 2.....	9
Section 2.1 Ownership of Abutting Lands	9
Section 2.2 Use of Laneway Area/Turnaround Area.....	9
Section 2.3 Early Termination	10
Section 2.4 Naming Rights	10
Section 2.5 No Damage	10
Section 2.6 Security Works	11
Section 2.7 No Improvements Except Security Works	11
Section 2.8 Maintenance	11
Section 2.9 Repairs.....	11
Section 2.10 Emergency Access	11
Section 2.11 Reservation of Public Utilities Right of Access.....	12
Section 2.12 Liens and Encumbrances	12
ARTICLE 3.....	13
Section 3.1 Limitation of Liability.....	13
Section 3.2 Exclusion of Liability.....	13
Section 3.3 Indemnification	14
Section 3.4 Clarification.....	14

ARTICLE 4.....	14
Section 4.1 Definitions	14
Section 4.2 Suitability of the Laneway Area	14
Section 4.3 Licensee's Inspection of the Laneway Area	15
Section 4.4 Release and Indemnification	15
Section 4.5 Removal of Hazardous Substances	16
Section 4.6 Breach of Laws Relating to Hazardous Substances	16
Section 4.7 Enquiries Pertaining to Hazardous Substances	17
Section 4.8 City's Inspection of Goods	17
Section 4.9 Ownership Remains With Licensee	17
Section 4.10 Environmental Covenants Survive Termination	18
ARTICLE 5.....	18
Section 5.1 Licensee's Insurance	18
Section 5.2 General Requirements of Insurance	19
Section 5.3 Evidence of Insurance	20
ARTICLE 6.....	20
Section 6.1 Assignment.....	20
Section 6.2 Sub-licencing	20
ARTICLE 7.....	20
Section 7.1 Bankruptcy.....	20
ARTICLE 8.....	21
Section 8.1 Statutes and By-laws.....	21
Section 8.2 Vancouver Charter	21
Section 8.3 Performance of Obligations	21
ARTICLE 9.....	21
Section 9.1 Breach of Covenants	21

Section 9.2	Remedies Generally	22
Section 9.3	Expenses	23
Section 9.4	City May Remedy Licensee's Default	24
ARTICLE 10	.....	24
Section 10.1	Removal of Security Works/Restoration of Lane	24
Section 10.2	Permitted But Un-Written Extension	25
ARTICLE 11	.....	25
Section 11.1	First Option to Renew.....	25
Section 11.2	Second Option to Renew	25
Section 11.3	Annual Licence Fee During Renewal Terms	26
ARTICLE 12	.....	26
Section 12.1	Delivery of Notices	26
Section 12.2	Administration of Licence.....	27
Section 12.3	Covenants Survive Termination.....	27
Section 12.4	Time is of the Essence	27
Section 12.5	Headings	27
Section 12.6	Interpretation.....	27
Section 12.7	Joint and Several	27
Section 12.8	Waiver	27
Section 12.9	Entire Agreement	28
Section 12.10	Governing Law	28
Section 12.11	Severability.....	28
Section 12.12	Relationship between City and Licensee.....	28
Section 12.13	Force Majeure	28
APPENDIX A	.....	30
APPENDIX B	.....	33

APPENDIX C.....	35
APPENDIX D.....	37

BACKGROUND:

- A. The City is the owner of all streets and lanes lying within the limits of the City of Vancouver, in the Province of British Columbia.
- B. Pursuant to Section 71A of the City of Vancouver Street & Traffic By-Law No. 2849, the City Engineer may by licence permit use of the surface of streets.
- C. Pursuant to the Licensee's request, the City Engineer has agreed to licence the Laneway Area to the Licensee upon the following terms and conditions.

NOW THEREFORE THE CITY AND LICENSEE HAVE LEGALLY AGREED TO THE FOLLOWING TERMS AND CONDITIONS.

ARTICLE 1

Section 1.1 Term

Subject to the terms and conditions of this Licence, the City now licences the Laneway Area to the Licensee for the Term, with two options to renew, each for an additional term of one year, subject always to the conditions set out in Sections 11.1 and 11.2.

Section 1.2 Licence Fee/Performance Security

On or before the Effective Date, the Licensee will:

- (a) pay to the City, in advance, the Annual Licence Fee for the first year of the Term; and
- (b) deliver to the City the Letter of Credit.

Section 1.3 Letter of Credit

As security for the performance of the Licensee's obligations under this Licence, the Licensee will deliver to the City a letter of credit and the City will then hold and draw down on or return that letter of credit on the terms and conditions stated in Appendix D.

Section 1.4 Payments Generally

All payments by the Licensee to the City required or contemplated by this Licence will be:

- (a) paid in lawful currency of Canada;
- (b) made when due, without prior demand and without any setoff, compensation or deduction to the City's Accounts Payable department by certified cheque, bank transfer, or wire transfer; and
- (c) applied towards amounts then outstanding under this Licence, in such manner as the City may see fit.

Section 1.5 Interest on Arrears

Whenever and so long as the Annual Licence Fee or any other Additional Costs payable hereunder by the Licensee to the City will be in arrears, such amounts will bear interest at the rate of ten percent (10%) per annum above the "prime rate" (hereinafter defined), per annum calculated monthly not in advance, from the date due until paid irrespective of whether or not the City has demanded payment. In this Licence, "prime rate" means the floating annual percentage rate of interest established from time to time by the Bank of Montreal, 595 Burrard Street, Vancouver, British Columbia as the base rate that will be used to determine rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Bank of Montreal as its prime rate; provided that if a court declares or holds the prime rate to be void or unenforceable for any reason including uncertainty, then the rate of interest payable on amounts in arrears hereunder will be sixteen percent (16%) per annum calculated monthly not in advance from the date due until paid. The City will have all the remedies for the collection of such interest as in the case of the Annual Licence Fee or any other Additional Costs in arrears, but this provision for interest will not prejudice or affect any other remedy of the City under this Licence. The Licensee will also pay the City's standard charge levied on N.S.F. cheques.

Section 1.6 Goods and Services Tax

The Licensee will pay when due all goods and services taxes, value-added taxes, sales taxes and consumption based taxes, rates, levies and assessments which are from time to time payable by the Licensee or the City as a result of or that would not be payable but for the rights and obligations contained in this Licence, including but without derogating from the generality of the foregoing, such taxes, rates, levies and assessments payable as a result of any Licence payment obligations of the Licensee to the City. Any loss, costs, charges and expenses which relate to such taxes, rates, levies and assessments suffered by the City may be collected by the City as additional fees utilizing the same rights and remedies reserved to the City in respect of the Annual Licence Fee in arrears.

ARTICLE 2

Section 2.1 Ownership of Abutting Lands

The Licensee covenants and agrees that it is the registered and/or beneficial owner and occupant of the Adjoining Lands, as set out in more detail in the Summary Section of this Licence, including that part of the Turnaround Area located on Parcel B.

Section 2.2 Use of Laneway Area/Turnaround Area

- (a) The Licensee will only use the Laneway Area for the Permitted Purposes.
- (b) The Licensee will only use the Turnaround Area in accordance with this Licence and will not use the Turnaround Area except for the installation, maintenance, repair and removal of the portion of the Security Works intended and approved by the City Engineer to be placed there or other temporary day-to-day uses that do not adversely impact the use of the Turnaround Area for the purposes set out herein.

- (c) As partial consideration for the City's grant of Licensee's access to the Laneway Area, the Licensee now grants a non-exclusive licence to the City for the Term of the Turnaround Area and will ensure that, except as provided for herein, no one is permitted to use, park on, place on, or otherwise interfere with the continuous access and use of the Turnaround Area at all times by the City Group, the Licensee Group, and all members of the public for the purposes of turning their vehicle around without having to back out of the portion of the lane blocked by the Security Works.
- (d) For further clarification, save for the Permitted Purposes, the Licensee is expressly prohibited from attempting to shift any activities currently undertaken on the Adjoining Lands to the Laneway Area.

Section 2.3 Early Termination

- (a) Where Required for Municipal Purpose - The City may terminate this Licence should the Laneway Area be required for municipal purposes upon giving the Licensee 6 months' prior written notice of such termination. The City will not pay to the Licensee any compensation due to such termination but will refund a proportionate amount of the Annual Licence Fee upon the Licensee's timely and proper completion of its obligations to remove the Security Works and restore the Laneway Area in accordance with Section 10.1.
- (b) Where Licensee Ceases to be Adjoining Owner - This Licence will automatically terminate in the event that the Licensee ceases to be the registered and/or beneficial owner in fee simple of the Adjoining Lands.

Section 2.4 Naming Rights

The Licensee will not name or rename, or sell the right to name or rename to a third party, the Laneway Area or any portion thereof, without first having obtained the consent in writing of the City, which consent may be arbitrarily withheld.

Section 2.5 No Damage

- (a) The City has inspected the Laneway Area and will provide photographs from the inspection to the Licensee prior to the Effective Date if the Licensee requests to see those photographs.
- (b) The Licensee will not suffer, cause nor permit any damage or injury to the Laneway Area or Turnaround Area, other than reasonable wear and tear.
- (c) The Licensee will limit loads on the Laneway Area so as to prevent damage, other than reasonable wear and tear, to the asphalt, underground utilities, and other elements of the Laneway Area.

Section 2.6 Security Works

- (a) The Licensee may exclude members of the public from the Laneway Area during the Term, including without limitation the period of the Term during which the Licensee installs or removes the Security Works.
- (b) The Licensee will make good faith efforts to install the Security Works within the first sixty days of the Term.
- (c) The Licensee is responsible for all costs and expenses of designing, obtaining permits for, supplying, installing, maintaining, repairing, and removing or replacing the Security Works. The Security Works must only be installed if they are in full conformity with the drawings and specifications attached as Appendix C or are otherwise approved in writing by the City Engineer.

Section 2.7 No Improvements Except Security Works

Except for the Security Works, the Laneway Area and Turnaround Area will not be improved or developed in any manner whatsoever. Any changes to any element of the Laneway Area and Turnaround Area (including the Security Works) require the prior written approval of the City Engineer.

Section 2.8 Maintenance

The Licensee will maintain the Laneway Area and Turnaround Area in a sanitary, neat, tidy and safe condition and free from nuisance at all times. The Licensee is solely responsible for maintenance of the road surface and for drainage and snow removal within the Laneway Area and Turnaround Area, all in a manner satisfactory to the City Engineer.

Section 2.9 Repairs

The Licensee will keep and maintain the Laneway Area and Turnaround Area (including the Security Works) in good repair, other than reasonable wear and tear, as would a reasonable and prudent owner and the City will have access to the Laneway Area and Turnaround Area for purpose of inspection during normal business hours and the Licensee will repair according to any written notice provided by the City. If the Licensee fails to promptly commence repairs and diligently pursue same to completion after receipt of a written notice from the City requiring repairs, then the City may carry out or cause to be carried out such repairs, the costs of which will be payable by the Licensee within thirty days of written notice from the City, and the City and its employees, agents, contractors and subcontractors will not be liable to the Licensee for any inconvenience, annoyance, disruption, loss of income or liability suffered or incurred by the Licensee by reason of the City effecting such repairs unless caused by the negligence of the City or those for whom the City is responsible in law.

Section 2.10 Emergency Access

- (a) On behalf of the City Group and on behalf of all public utilities and authorities (including ambulance, fire, police, energy, telecommunications, water and sewer utilities and authorities) the City reserves the right to access the Laneway Area and Turnaround Area at all times (without notice) in response to

emergencies (as determined by the person entering, in their sole but good faith discretion).

- (b) The Licensee will provide contact information (Name, title, email and cell) for at least 2 individuals authorized to provide emergency access and rectify malfunctions in the emergency access systems for and to the City Group on a 24 hour, 7 days a week, 365 days per year basis.
- (c) If the Licensee fails to provide such access in advance (by way of a keyed system of entry) or promptly open the gate (in the absence of keyed entry or the failure of the keyed entry system to properly function), there will be no liability on the City or such third party emergency responders arising from the resulting delay or from damaging the gate or any other part of the Security Works to gain emergency access and each time the gate (or Security Works) is so damaged the Licensee will repair or restore same promptly. The Licensee will suffer, cause and permit the Laneway Area to be used to provide access to all land abutting the Laneway Area by all owners of such land abutting the Laneway Area and their invitees.

Section 2.11 Reservation of Public Utilities Right of Access

On behalf of the City Group and on behalf of all public utilities and authorities (including but not limited to BC Hydro, Telus, and Fortis), the City reserves the right to enter in and upon the Laneway Area and Turnaround Area at any time whatsoever (without notice) for the purpose of inspecting, maintaining, repairing, installing, operating, constructing, removing or replacing or providing and reconstructing public utilities and services of any nature whatsoever (both underground and overhead). There will be no compensation to the Licensee for the exercise of these rights. During and after the exercise of these rights the exercising party will only be obliged to put the Laneway Area and Turnaround Area in the condition judged suitable by the City Engineer.

Section 2.12 Liens and Encumbrances

The Licensee will not create any security agreement or other encumbrance in respect of any of its licensed improvements or trade fixtures or permit any such security agreement or other encumbrance to attach to the Security Works.

If and whenever any security agreement or other lien for work, labour, services or materials supplied to or for the Licensee or for the cost of which the Licensee may be in any way liable, or claims therefor arise or are filed or any such security agreement or other encumbrance attaches to anything installed on the Laneway Area or Turnaround Area, the Licensee will, within fifteen (15) days after receipt of written notice of same, procure the discharge of same, including any certificate of pending litigation or other notation or charge registered in respect of any lien, by payment or giving security or in such other manner as may be required or permitted by law. Provided however, that in the event of a bona fide dispute by the Licensee of the validity or correctness of any claim for any such lien, the Licensee will not be bound by the foregoing, but will be entitled to defend against the same in any proceedings brought in respect thereof after first paying into a court of competent jurisdiction the amount claimed or sufficient security therefor, and such costs as the court

may direct. This section will not prevent the Licensee from encumbering its chattels, inventory, trade fixtures or equipment which are not located within the Laneway Area or Turnaround Area.

ARTICLE 3

Section 3.1 Limitation of Liability

The City Group will not be responsible in any way for:

- (a) any personal injury, death or consequential damage of any nature whatsoever, however caused, that may be suffered or sustained by any member of the Licensee Group or any member of the public who may be in or about the Laneway Area or Turnaround Area; or
- (b) any loss or damage of any nature whatsoever, however caused, to the Laneway Area or Turnaround Area or to any property belonging to any member of the Licensee Group or any member of the public while such property is in or about the Laneway Area or Turnaround Area,

whether in the course of the performance of the City's obligations under this Licence or otherwise, unless resulting from the negligence of the City Group.

Section 3.2 Exclusion of Liability

The City Group will not under any circumstances, whether negligent or not, be liable or responsible in any way for:

- (a) any personal injury, death or consequential damage of any nature whatsoever, that may be suffered or sustained by any member of the Licensee Group or any member of the public who may be in or about the Laneway Area or Turnaround Area, or any loss or damage of any nature whatsoever to the Laneway Area or Turnaround Area or to any property belonging to the Licensee Group or to any third party while such property is in or about the Laneway Area or Turnaround Area,
 - (i) caused by failure, by reason of breakdown or other cause, to supply adequate drainage, or by interruptions of any utility or other services, or by steam, water, rain, snow, or other substances leaking, entering, issuing or flowing onto or into any part of the Laneway Area or Turnaround Area; or
 - (ii) however caused, if the City Group (or any member of the Licensee Group or any member of the public) enters upon the Laneway Area or Turnaround Area in the case of an emergency;
- (b) any loss or damage of any nature whatsoever, however caused, to books, records, files, money, securities, negotiable instruments, papers or other valuables of the Licensee or its officers, employees or agents;

- (c) any business, economic or indirect loss or damage suffered or sustained by the Licensee or its officers, employees or agents of any nature whatsoever, however caused; or
- (d) any loss which the Licensee is obligated under this Licence to insure against or has insured against.

Section 3.3 Indemnification

The Licensee agrees to indemnify and save harmless the City Group in respect of all claims for bodily injury or death, property damage or other loss or damage arising from the conduct of any work by, or any act or omission of, or relating to or arising from the occupation or use of the Laneway Area by the Licensee Group or the occupation or use of the Turnaround Area by any third party, and in respect of all costs, expenses and liabilities incurred by the City Group in connection with or arising out of all such claims, including the expenses of any action or legal proceeding pertaining to same and the liabilities or obligations incurred or sustained by or imposed upon the City Group, and in respect of any loss, cost, expense or damage suffered or incurred by the City Group arising from any breach by the Licensee of any of its covenants and obligations under this Licence, PROVIDED HOWEVER the Licensee's covenant to indemnify and save harmless the City Group will not apply to the extent that the loss or damage is caused by negligence on the part of the City Group but will apply to the extent caused by any member of the Licensee Group or any member of the public.

Section 3.4 Clarification

The City and the Licensee acknowledge and agree that the provisions of Section 3 of this Agreement will not apply to acts or omissions that occur before the Effective Date or after the end of the Term.

ARTICLE 4

Section 4.1 Definitions

In this Licence, the words and expressions will have the meanings given to them in Appendix A.

Section 4.2 Suitability of the Laneway Area

The Licensee acknowledges and agrees that the City Group has not made and the Licensee has not relied upon any representations or warranties from the City Group as to:

- (a) the state of repair of the Laneway Area;
- (b) the suitability of the Laneway Area for any business, activity or purpose whatever;
- (c) the suitability of the Laneway Area for use by the Licensee;
- (d) the existence, nature, or extent of any Pollution on or of the Laneway Area; or

- (e) the need to take any remedial action in relation to any Pollution on or of the Laneway Area.

Section 4.3 Licensee's Inspection of the Laneway Area

The Licensee acknowledges and agrees that it has been afforded all reasonable opportunity to inspect the Laneway Area and all relevant documentation in respect thereof and to carry out such audits, investigations, tests and surveys as it considers reasonably necessary to ascertain:

- (a) the state of repair of the Laneway Area;
- (b) the suitability of the Laneway Area for use by the Licensee;
- (c) the existence, nature, or extent of any Pollution on or of the Laneway Area; or
- (d) the need to take any remedial action in relation to any Pollution on or of the Laneway Area,

and the Licensee has independently made all such inspections, audits, investigations, tests and surveys as it regards as being necessary for the above purposes. It is understood and agreed that the Laneway Area is being licenced to the Licensee on an "as is" basis.

The Licensee, from and after the Effective Date and thereafter for the Term and after the Term, now assumes any and all duties, obligations, and liabilities under any relevant law in respect of the Laneway Area during the Term, including but not limited to any costs, expenses, or liabilities for any remedial action for any Pollution on or of the Laneway Area caused by the Licensee during the Term, which, for the purposes of this section, includes any officers, employees, or agents of the Licensee. For clarity, the Licensee and the City acknowledge and agree that the Licensee will be liable for any costs, expenses, or liabilities for any remedial action for any Pollution of the Laneway Area unless the Licensee proves that the Licensee, which, for the purposes of this section, includes any officers, employees, or agents of the Licensee, did not cause the Pollution on or of the Laneway Area.

Section 4.4 Release and Indemnification

The Licensee hereby releases the City Group from any and all costs, expenses, damages, losses or liabilities that may be incurred or suffered by the Licensee by reason of or resulting from or in connection with or arising in any manner whatsoever out of:

- (a) the Laneway Area not being suitable for use by the Licensee;
- (b) the Laneway Area being, or being found to be at any time, Polluted; or
- (c) the need to take any remedial action and the taking of such action as a result of any Pollution on or off the Laneway Area caused by the Licensee Group during the Term.

The Licensee will indemnify, defend and save harmless the City Group in respect of all claims for bodily injury (including death), property damage or other loss or damage, including damage to property outside the Laneway Area, arising out of or in any way connected with

the manufacture, storage, transportation, handling and discharge of Hazardous Substances on or from the Laneway Area by the Licensee Group during the Term. The Licensee acknowledges and agrees that the Licensee has been conducting its business operations on the Adjoining Lands prior to the Term and that the City has not waived any rights it may have with respect to any Pollution on or of the Laneway Area caused by the Licensee Group prior to the Term.

Section 4.5 Removal of Hazardous Substances

The Licensee will not, except in compliance with all applicable statutes, by-laws, regulations or orders from time to time enforced relating to Hazardous Substances, bring upon the Laneway Area or any part thereof, or cause or suffer the bringing upon the Laneway Area or any part of same, any Hazardous Substances. If at any time there will be any Hazardous Substances upon the Laneway Area or a part thereof as a result of the Licensee's actions, the Licensee will, at its own expense:

- (a) immediately give the City notice to that effect and thereafter give the City from time to time written notice of the extent and nature of the Licensee's compliance with the following provisions of this Article;
- (b) promptly remove the Hazardous Substances from the Laneway Area in a manner which conforms with all laws and regulations governing the movement of the same; and
- (c) if requested by the City, obtain at the Licensee's cost and expense from an independent consultant designated or approved by the City verification of the complete and proper removal of the Hazardous Substances from the Laneway Area or, if such is not the case, reporting as to the extent and nature of any failure to comply with the foregoing provisions of this Section 4.5.

Section 4.6 Breach of Laws Relating to Hazardous Substances

Without limiting the generality of Section 4.5, the Licensee will immediately give written notice to the City of the occurrence during the Term of any event on the Laneway Area constituting an offence under or a breach of any statutes, by-laws, regulations or orders from time to time enforced relating to Hazardous Substances, and at its own cost and expense, comply with all laws and regulations from time to time in force relating to the City, the Licensee, the activities carried out on the Laneway Area during the Term relating to Hazardous Substances and the protection of the Environment and will immediately give written notice to the City of the occurrence during the Term of any event on the Laneway Area constituting an offence thereunder or a breach thereof and, if the Licensee will, either alone or with others, cause or suffer the happening of such event, the Licensee will, at its own expense:

- (a) immediately give the City notice to that effect and thereafter give the City from time to time written notice of the extent and nature of the Licensee's compliance with the following provisions of this Section 4.6;

- (b) promptly remove the Hazardous Substances from the Laneway Area in a manner which conforms with all laws and regulations governing the movement of the same; and
- (c) if requested by the City, obtain at the Licensee's cost and expense from an independent consultant designated or approved by the City a report verifying the complete and proper removal thereof from the Laneway Area or, if such is not the case, a report as to the extent and nature of any failure to comply with the foregoing provisions of this Section 4.6.

The Licensee will, at its own expense, remedy any damage to the Laneway Area caused by such event within the Laneway Area or by the performance of the Licensee's obligations under this Section 4.6 as a result of such occurrence.

If any governmental authority having jurisdiction will require the cleanup of any Hazardous Substances held, Released, spilled, abandoned or placed upon the Laneway Area or Released into the Environment from the Laneway Area during the Term (except if caused by any public utilities or authorities, including but not limited to BC Hydro, Telus, and Fortis), then the Licensee will, at its own expense, prepare all necessary studies, plans and proposals and submit the same for approval, provide all bonds and other security required by governmental authorities having jurisdiction and carry out the work and will keep the City fully informed and provide to the City full information with respect to proposed plans and comply with the City's requirements with respect to such plans. AND the Licensee agrees that if the City determines, in its sole discretion, that the City, its property or its reputation is placed in any jeopardy by the requirement for any such work, the City may itself undertake such work or any part thereof at the cost and expense of the Licensee, pursuant to Section 9.4 of this Licence.

Section 4.7 Enquiries Pertaining to Hazardous Substances

The Licensee hereby authorizes the City to make enquiries from time to time of any government or governmental agency with respect to the Licensee's compliance with any and all laws and regulations pertaining to the Licensee, the Licensee's activities on the Laneway Area and the Laneway Area including without limitation laws and regulations pertaining to Hazardous Substances and the protection of the Environment; and the Licensee covenants and agrees that the Licensee will from time to time provide to the City such written authorization as the City may require in order to facilitate the obtaining of such information.

Section 4.8 City's Inspection of Goods

The City may at any time and from time to time inspect the Laneway Area and the Licensee's records relating thereto for the purpose of identifying the nature of anything placed on the Laneway Area and the existence or absence of any Hazardous Substances and the Licensee will assist the City in so doing.

Section 4.9 Ownership Remains With Licensee

If the Licensee brings or creates on the Laneway Area any Hazardous Substances or allows the bringing or creation upon the Laneway Area of any Hazardous Substances or if the conduct of the Licensee's business will cause there to be any Hazardous Substance upon the

Laneway Area then, notwithstanding any rule of law or equity to the contrary, such Hazardous Substance will be and remain the sole and exclusive property of the Licensee and will not become the property of the City and notwithstanding the degree of affixation of the Hazardous Substance or the goods containing the Hazardous Substance to the Laneway Area and notwithstanding the expiry or earlier termination of this Licence.

Section 4.10 Environmental Covenants Survive Termination

The obligations of the Licensee in this Article 4 will survive the expiry or earlier termination of this Licence save only that, to the extent that the performance of those obligations requires access to or entry upon the Laneway Area or any part thereof the Licensee will have such entry and access only at such times and upon such terms and conditions as the City may from time to time specify; and the City may, at the Licensee's cost and expense, undertake the performance of any necessary work in order to complete such obligations of the Licensee; but having commenced such work, the City will have no obligation to the Licensee to complete such work.

ARTICLE 5

Section 5.1 Licensee's Insurance

The Licensee will, without limiting any of its obligations or liabilities under this Licence, obtain and continuously carry during the Term of this Licence at its own expense and cost, insurance coverage with minimum limits of not less than those specified, as follows:

- (a) commercial general liability insurance with limits of \$10,000,000 dollars per occurrence or such higher limit of coverage as the City's Director of Risk and Emergency Management may require from time to time and the policy will:
 - (i) indemnify and protect the Licensee, its employees, agents and contractors against all claims for loss, damage, injury or death to any person or persons and for damage to the Laneway Area or Turnaround Area or to any public or private property occurring within or about the Laneway Area or Turnaround Area or arising by virtue of the Licensee's use of the Laneway Area or licensing to others of the Turnaround Area;
 - (ii) insure the Licensee, and its officers, employees and agents and the City Group in the same manner and to the same extent as if separate policies had been issued to each and apply with respect to any action brought against one party by the other or by any officer, employee or agent of one party and any breach of a condition of the policy by any party or by any officer, employee or agent of one party will not affect the protection given by the policy to any other party or to any officer, employee or agent of any party;
 - (iii) add the City, Vancouver Police Board, Vancouver Park Board, and their respective officials, employees, and agents, as additional insureds;
 - (iv) include All Risk (Broad Form) Licensee's Legal Liability insurance for an amount equal to the full replacement cost of the Laneway Area and Turnaround Area, such coverage to include the activities and operations

- conducted by the Licensee and third parties in the Laneway Area and Turnaround Area;
- (v) include blanket contractual liability covering liability arising directly or indirectly out of the performance of this Licence: and
 - (vi) provide for a limit of deductibility not greater than \$5,000.00 or such other minimum limit as the City's Director of Risk and Emergency Management may sanction from time to time.
- (b) All Risk (Broad Form) insurance on the Security Works and all other property of every description and kind owned by the Licensee or for which the Licensee is legally liable or installed by or on behalf of the Licensee (and which is located in the Laneway Area or Turnaround Area), including without limitation furniture, fittings, installations, alterations, additions, partitions, fixtures, trade fixtures and any display model, project, prototype, tool, instrument or device within the Laneway Area and Turnaround Area in an amount not less than ninety percent (90%) of the full replacement cost thereof.

Section 5.2 General Requirements of Insurance

The following will apply to all insurance policies:

- (a) the policies will be with insurers duly authorized to carry on business in the Province of British Columbia, in a form and in amounts satisfactory from time to time and acceptable to the City's Director of Risk Management and will provide the City with 30 days prior written notice of material change or cancellation. Notice will be given to the City of Vancouver, c/o Risk and Emergency Management Division, Attention: Insurance Administrator. Notice must identify the name of the Licensee as set out in this Licence and the location or address of the Laneway Area;
- (b) neither the providing of insurance by the Licensee in accordance with the requirements hereof, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing will be held to relieve the Licensee from any other provisions of this Licence with respect to liability of the Licensee or otherwise;
- (c) the insurance coverage will be primary insurance as respects the City and any insurance or self-insurance maintained by or on behalf of the City, its officials, officers, employees or agents will be excess of this insurance and will not contribute with it;
- (d) all property insurance policies respecting the Security Works, Laneway Area, and Turnaround Area must include a waiver of subrogation in favour of the City, Vancouver Police Board, Vancouver Park Board, and their respective officials, employees, and agents; and
- (e) subject to the provisions of this Article 5, the Licensee will provide at his/their own cost any additional insurance which the Licensee is required by law to provide or which the Licensee considers necessary.

Section 5.3 Evidence of Insurance

Prior to the commencement of the Licence, the Licensee will provide evidence of each policy of insurance required to be taken out by the Licensee in the form of a City of Vancouver Certificate of Insurance. If required by the City, the Licensee will provide certified copies of the policies signed by the insurers. Although not required to do so, if the Licensee fails to adduce satisfactory proof of such coverage being in full force and effect at all times, the City may secure such insurance and the Licensee will pay the cost of same as Additional Costs.

ARTICLE 6

Section 6.1 Assignment

The Licensee will not assign this Licence in whole or in part except with the prior written consent of the City, which consent the City may arbitrarily withhold. In any event, the City may withhold its consent to assignment unless and until the prospective assignee covenants with the City to be bound by all of the Licensee's covenants as if such covenants had been made between the City and the prospective assignee.

Any amalgamation of the Licensee with any other party (other than an affiliate of the Licensee, as such term is defined in the *Business Corporations Act* (British Columbia)), and any change of effective control of the Licensee, will constitute an assignment of the Licensee's interest under this Licence and will be subject to all of the provisions of this Section 6.1. Change of effective control of the Licensee includes any transfer, voluntary or involuntary, direct or indirect, which results in a change in the person or persons exercising or who might exercise effective control of the Licensee or the business required to be carried on in the Laneway Area.

Section 6.2 Sub-licencing

The Licensee will not sub-licence, set over or otherwise transfer the access and use rights to the Laneway Area or let any third party (other than an affiliate of the Licensee, as such term is defined in the *Business Corporations Act* (British Columbia)) use the Laneway Area except as expressly permitted by this Licence or upon the prior written consent of the City, which consent the City may arbitrarily withhold.

ARTICLE 7

Section 7.1 Bankruptcy

If any of the property of the Licensee is at any time seized or taken in execution by any creditor of the Licensee, or if the Licensee makes a general assignment for the benefit of creditors, or if the Licensee institutes proceedings to have the Licensee adjudicated as bankrupt or insolvent, or if the Licensee becomes the subject of bankruptcy or insolvency proceedings, or if a judgment, decree or order be entered by a court of competent jurisdiction adjudging the Licensee bankrupt or insolvent, or if the Licensee is unable to meet all debts as they fall due for a period of not less than three (3) months, or if the Licensee or its directors will pass any resolution authorizing the dissolution or winding-up of the Licensee, or if a receiver, interim receiver, manager, receiver-manager, trustee or liquidator of all or

any part of the Licensee's property will be appointed or applied for by the Licensee or by one or more of the Licensee's creditors, then the City will be so notified and, at the option of the City, the Term is subject to immediate termination. If the Licensee becomes defunct or amalgamates with any other body (other than an affiliate of the Licensee, as such term is defined in the *Business Corporations Act* (British Columbia)) without obtaining the prior written consent of the City or if a committee is appointed under the Patients Property Act, R.S.B.C. 1996, c. 349, as amended or substituted from time to time, to lawfully deal with the Licensee's estate then at the option of the City the Term will immediately terminate. If the Licensee surrenders up its certificate of incorporation or otherwise ceases to exist the Term terminates as of such surrender or dissolution.

ARTICLE 8

Section 8.1 Statutes and By-laws

The Licensee covenants to promptly and faithfully observe and comply with all federal, provincial or civic statutes, by-laws, regulations and orders now or hereafter which are in force and in effect which touch and concern the Laneway Area or the Licensee's activities within the Laneway Area, including, without limitation, any applicable environmental guidelines, and any amendments thereto, which deal with environmental protection and safety and/or Hazardous Substances. Subject to the terms of this Licence, if any such statutes, by-laws, regulations, orders or guidelines are directed at owners, the Licensee will perform and observe same at his own expense in the place and stead of the City.

Section 8.2 Vancouver Charter

Nothing contained or implied in this Licence will prejudice or affect the City's rights and powers in the exercise of its functions pursuant to the Vancouver Charter, S.B.C. 1953, c. 55, as amended or substituted from time to time, and the rights and powers of the City under all of its public and private statutes, by-laws and regulations, all of which may be as fully and effectively exercised in relation to the Laneway Area as if this Licence had not been executed and delivered by the City and the Licensee.

Section 8.3 Performance of Obligations

The Licensee covenants with the City to faithfully and promptly pay the Annual Licence Fee and any other Additional Costs and perform and observe its obligations under this Licence.

ARTICLE 9

Section 9.1 Breach of Covenants

If and whenever:

- (a) any Annual Licence Fee payment or any part thereof is not made on the day appointed for payment thereof; or

- (b) the Licensee is in default in the payment of any Additional Costs required to be paid by the Licensee under the terms of this Licence and such default continues for ten (10) days following any specific due date on which the Licensee is to make such payment or, in the absence of such specific due date, for ten (10) days following receipt of written notice from the City requiring the Licensee to pay the same; or
- (c) the Licensee defaults in performing or observing any of the provisions of this Licence other than those requiring payment of money to the City and such default continues for a period of twenty (20) days after receipt of written notice thereof to the Licensee, except for a default which to be cured with all due diligence would require a longer period, then after such longer period, or if the Licensee fails to proceed promptly and diligently and continuously after the service of such notice to cure same,

then and in every such case, it will be lawful for the City at any time thereafter without notice or demand with or without process of law to remove the Security Works and to terminate this Licence by leaving upon the Laneway Area notice in writing of such termination. If the City terminates this Licence pursuant to this section, or otherwise as a result of default of the Licensee, there will immediately become due and owing to the City, in addition to any other sums payable to the City hereunder as damages suffered by the City as a result of the Licensee's breach, all then current and unpaid Additional Costs and any unpaid portion of the Annual Licence Fee for the year in which the City terminates this Licence pursuant to this section. This provision for notice and termination will not be construed so as to delay or supercede any specific remedy to which the City may have recourse in this Licence.

Section 9.2 Remedies Generally

- (a) Remedies Not Exclusive - The provisions in this Licence for any particular right or remedy of the City in respect of the default by the Licensee will not preclude the City from any other right or remedy in respect of same, whether available at law or in equity or by statute or expressly provided for in this Licence. No right or remedy will be exclusive or dependent upon any one or more of such rights or remedies independently or in combination, such rights or remedies being cumulative and not alternative.
- (b) Licensee's Remedies Restricted - Whenever the Licensee seeks a remedy in order to enforce the observance or performance of any of the terms, covenants and conditions contained in this Licence on the part of the City to be observed or performed, the Licensee's only remedy (except where another remedy is expressly provided for, in which event the Licensee will be restricted to that remedy) will be for such damages as the Licensee will be able to prove in a court of competent jurisdiction that the Licensee has suffered as a result of a breach (if established) by the City in the observance and performance of any of the terms, covenants and conditions contained in this Licence on the part of the City to be observed and performed.
- (c) City's Right to Injunctive Relief - In the event of any breach or threatened breach by the Licensee of any of the terms and provisions of this Licence, the City will have the right to injunctive relief as if no other remedies were

provided for such breach. The Licensee expressly waives any right to assert a defence based on merger and agrees that neither the commencement of any action or proceeding, nor the settlement of same, nor the entry of judgment in such matter will bar the City from bringing any subsequent action or proceeding from time to time.

- (d) **Renewal Options Cancelled on Default** - If the Licensee defaults prior to the date for the commencement of any renewal or extension of this Licence, and such default is not remedied with the time period provided under this Licence, whether by a renewal or extension option set out in this Licence or by separate agreement, the City may cancel such option or agreement for renewal or extension of this Licence, upon written notice to the Licensee.

Section 9.3 Expenses

If any legal proceeding is brought by the City for termination of the Licence, for the recovery of any unpaid Annual Licence Fee or any other Additional Costs, or because of the Licensee's breach of any of its other terms, covenants or conditions, the Licensee will pay to the City as Additional Costs, upon demand, all costs and expenses incurred therefor (including without limitation, all professional and consultant fees, and all legal fees on a solicitor and his own client basis, disbursements, and all court costs and expenses of any legal proceeding; and the term "proceeding" will include, without limitation, any arbitration, administrative, governmental, quasi-governmental or any other mediation proceeding and the term "costs" will include the pro-rata portion of the wages, salaries and all other remuneration of the City's officers and employees reasonably attributable to the matter).

Without limiting the generality of the immediately preceding paragraph or any other provisions of this Licence, the Licensee will pay to the City, as Additional Costs upon demand, all costs and expenses (including, without limitation, those fees, disbursements, costs and expenses set out in the bracketed insert in the immediately preceding paragraph of this Section 9.3) which the City may incur or pay out by reason of, or in connection with:

- (a) any proceeding by the City to terminate this Licence or for the recovery of the Annual Licence Fee or Additional Costs;
- (b) any default by the Licensee in the observance or performance of any obligations of the Licensee under this Licence whether or not the City commences any proceeding against the Licensee;
- (c) any proceeding brought by the Licensee against the City (or any officer, employee or agent of the City) in which the Licensee fails to secure a final judgment against the City;
- (d) any other appearance by the City (or any officer, employee or agent of the City) as a witness or otherwise in any proceeding whatsoever involving or affecting the City, the Licensee and this Licence or the Laneway Area;
- (e) any amendment, modification or change in any of the terms of this Licence, if any (and any request or negotiations pertaining to same, whether or not such amendment, modification or change is finally agreed on);

- (f) any renewal, extension, surrender, or release of this Licence, if any (and any request or negotiations pertaining to same, whether or not such renewal, extension, surrender or release becomes effective), except for the renewal options provided for under this Licence;
- (g) any transfer of this Licence (and any request or negotiations pertaining to same, whether or not such transfer is approved and finally agreed on); and
- (h) any alterations of or to the Laneway Area (and any request or negotiations pertaining to same, whether or not such alterations are approved and finally agreed on).

The Licensee's obligations under this Section 9.3 will survive the expiration or earlier termination of this Licence.

Section 9.4 City May Remedy Licensee's Default

If the Licensee fails to pay, when due, any amount required to be paid by the Licensee pursuant to this Licence, the City, after giving notice in writing to the Licensee and the expiration of the cure periods provided for under Section 9.1 above, may, but will not be obligated to, pay all or any part of it. If the Licensee is in default in the performance of any of its covenants or obligations hereunder (other than the payment of the Annual Licence Fee required to be paid by the Licensee pursuant to this Licence), the City may from time to time after giving such written notice as it considers sufficient (or without notice in the case of an emergency) having regard to the circumstances applicable, perform or cause to be performed all or any of such covenants or obligations, and for such purpose may do such things as may be required, including, without limitation, entering upon the Laneway Area and Turnaround Area and doing such things upon or in respect of all or any part of the Laneway Area and Turnaround Area as the City considers necessary. All expenses incurred and expenditures attributable to or made (including all employee, overhead and other internal costs) pursuant to this Section 9.4, will be paid by the Licensee to the City as Additional Costs upon demand. The City will have no liability to the Licensee or any other person for any claims resulting from any such action, entry or performance of any work by the City upon the Laneway Area and Turnaround Area.

ARTICLE 10

Section 10.1 Removal of Security Works/Restoration of Lane

Prior to the end of the Term, whether by the passage of time or otherwise, the Licensee will remove the Security Works and restore the Laneway Area to the satisfaction of the City Engineer, and will leave the Laneway Area in a sanitary, neat, tidy, safe and empty condition free from all nuisance, debris, rubbish, stock-in-trade and to the standard of repair required of the Licensee pursuant to Section 2.9 above.

Section 10.2 Permitted But Un-Written Extension

If the Licensee continues to use the Laneway Area after the expiration of the Term, and the City accepts an Annual Licence Fee, the new Licence thereby created will be a Licence from month to month and not from year to year, and will be subject to the covenants and conditions herein contained so far as may be applicable to a Licence from month to month, and may be cancelled by either party on one month's prior notice in writing. If the Term is terminated pursuant to this Section 10.2, the City will refund a proportionate amount of the Annual Licence Fee upon the Licensee's timely and proper completion of its obligations to remove the Security Works and restore the Laneway Area in accordance with Section 10.1.

ARTICLE 11

Section 11.1 First Option to Renew

If:

- (a) the Licensee pays the Annual Licence Fee as and when due and punctually observes and performs the terms, covenants and conditions to be observed and performed by it in accordance with the terms of this Licence; and
- (b) the Licensee gives the City not less than 60 days' written notice prior to the expiration of the Term of the Licensee's exercise of this option to renew,

then the City will grant to the Licensee a renewal licence upon the expiration of the Term for a period of 1 year (the "**First Renewal Term**") on the same terms and conditions as set out in this Licence (including, without limitation, the City's right to terminate the Licence pursuant to Section 2.3) except that:

- (i) there will be one further right to renew; and
- (ii) the Annual Licence Fee payable by the Licensee for the First Renewal Term will be the Annual Licence Fee payable pursuant to Section 1.2 adjusted by the applicable rate prescribed by the City of Vancouver Encroachment By-law No. 4243.

Section 11.2 Second Option to Renew

If:

- (a) the Licensee pays the Annual Licence Fee as and when due and punctually observes and performs the terms, covenants and conditions to be observed and performed by it in accordance with the terms of this Licence during the First Renewal Term; and
- (b) the Licensee gives the City not less than 60 days' written notice prior to the expiration of the First Renewal Term of the Licensee's exercise of this option to renew,

then the City will grant to the Licensee a second renewal licence upon the expiration of the First Renewal Term for a period of 1 year (the "**Second Renewal Term**") on the

same terms and conditions as set out in this Licence (including, without limitation, the City's right to terminate the Licence pursuant to Section 2.3) except that the Annual Licence Fee payable by the Licensee during the Second Renewal Term will be the Annual Licence Fee payable pursuant to Section 1.2 adjusted by the applicable rate prescribed by the City of Vancouver Encroachment By-law No. 4243.

Section 11.3 Annual Licence Fee During Renewal Terms

The City acknowledges and agrees with the Licensee that the Annual Licence Fee payable by the Licensee during the First Renewal Term and the Second Renewal Term, as applicable, will not increase by more than 3% of the amount of the Annual Licence Fee payable by the Licensee during the immediately preceding year of the Term or the First Renewal Term, respectively.

ARTICLE 12

Section 12.1 Delivery of Notices

Any notice required to be given under this Licence must be in writing and the sender must deliver it by hand or by e-mail to the party to which it is to be given, as follows:

- (a) to the Licensee:

Hallmark Poultry Processors Ltd.
Suite 1700, Park Place
666 Burrard Street
Vancouver, BC V6C 2X8

Attention: Mr. Murdock Pollon

E-mail: murdock@hallmarkfarms.ca

and

- (b) to the City:

City of Vancouver
c/o The Director of Real Estate Services
453 West 12th Avenue
Vancouver BC V5Y 1V4

Attention: Al Zacharias

E-mail: alan.zacharias@vancouver.ca

or to such other address as the party may designate and will be deemed to have been received on the day of delivery if within business hours on a business day and otherwise on the next succeeding business day and, if e-mailed.

Section 12.2 Administration of Licence

Where this Licence requires or permits on the part of the City any authority, reservation, discretion, disallowance, approval or other act of supervision or the giving of any notice, such act or action will be well and truly performed on the part of the City when performed by the City's Director of Real Estate Services or his nominee.

Section 12.3 Covenants Survive Termination

The obligations of the City and the Licensee which, as of termination of this Licence or the Term whether by passage of time or otherwise, remain unfulfilled, undischarged or otherwise outstanding will nevertheless survive such termination and remain in full force and effect and be binding upon the parties and their respective successors and assigns so long as there is any liability or indebtedness by either party to the other or so long as any such obligation remains unfulfilled, undischarged or otherwise outstanding, whether in whole or in part, despite anything to the contrary in this Licence.

Section 12.4 Time is of the Essence

Time will be of the essence of this Licence, except as otherwise expressly specified.

Section 12.5 Headings

The headings throughout this Licence are for convenience and reference only and they will in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this Licence nor in any way affect this Licence.

Section 12.6 Interpretation

Words importing the singular number or the masculine gender only will include more persons, parties or things of the same kind than one, and females or corporations as well as males, and the converse whenever the context requires. This Licence will extend to, be binding upon and enure to the benefit of the City and the Licensee and the successors and assigns of the City and the heirs, executors, administrators, successors and permitted assigns of the Licensee.

Section 12.7 Joint and Several

Any covenant, agreement, condition or proviso made by two or more persons will be construed as several as well as joint.

Section 12.8 Waiver

No waiver of or neglect to enforce this Licence upon a default by the Licensee will be deemed to be a waiver of any such right upon any subsequent similar default. Without limiting the generality of this Section 12.8, the acceptance by the City of part payment of any amount, including the Annual Licence Fee, required to be paid under this Licence will not constitute a waiver or release of the City's right to payment in full of such sums.

Section 12.9 Entire Agreement

The Licensee acknowledges that there are no covenants, representations, warranties, agreements, terms or conditions expressed or implied relating to this Licence or the Laneway Area except as expressly set out in this Licence, and that this Licence may not be modified except by an agreement in writing executed by both the City and the Licensee.

Section 12.10 Governing Law

This Licence will be governed by and interpreted in accordance with the laws of British Columbia and the parties now irrevocably attorn to the jurisdiction of the courts of British Columbia.

Section 12.11 Severability

If any provision or provisions of this Licence are determined by a court to be illegal or not enforceable, it or they will be considered separate and severable from this Licence and the remaining provisions of this Licence will remain in full force and be binding upon the parties.

Section 12.12 Relationship between City and Licensee

Nothing contained in this Licence nor any acts of the City or the Licensee will be deemed to create any relationship between the City and the Licensee other than the contractual relationship of licensor and licensee.

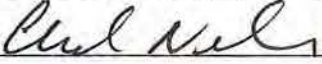
Section 12.13 Force Majeure

Despite anything contained in this Licence to the contrary, if the City or the Licensee is, in good faith, delayed or prevented from doing anything required by this Licence because of a strike, labour trouble, inability to get materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God, or any other similar reason, that is not the fault of the party delayed or of its officers, employees or agents, the doing of the thing is excused for the period of the delay and the party delayed will promptly do what was delayed or prevented within the appropriate period after the delay. The preceding sentence does not excuse the Licensee from payment of the Annual Licence Fee or Additional Costs or the City from payment of amounts, if any, that it is required to pay, in the amounts and at the time specified in this Licence.

[the next page is the signature page]

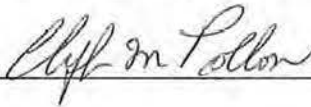
TO CONFIRM THEIR MUTUAL INTENT TO BE LEGALLY BOUND TO THIS LICENCE, the parties have executed and delivered this Licence to each other as of the day and year first above written.

CITY OF VANCOUVER, by its authorized signatory

per: 

per: 

HALLMARK POULTRY PROCESSORS LTD.

per: 

APPENDIX A

DEFINITIONS

- (a) "Additional Costs" means any money payable by the Licensee to the City under this Licence other than the Annual Licence Fee.
- (b) "Adjoining Lands" has the meaning set out in the Summary Section of this Licence;
- (c) "Annual Licence Fee" has the meaning set out in the Summary Section of this Licence;
- (d) "City Engineer" means the chief administrator from time to time of the City's Engineering Services Department and his successors in function and their respective nominees;
- (e) "City Group" means the City, its officials, employees, agents, and contractors, but expressly excludes public utility companies, governmental emergency responders (eg. ambulance, fire, police), and members of the public;
- (f) "Effective Date" means the date on which the Licensee receives all permits and approvals (which for greater certainty includes any required building permit and development permit) required to permit the immediate construction and installation of the Security Works;
- (g) "Environment" has the meaning given to it in the Canadian Environmental Protection Act (Canada) as of the date of this Licence;
- (h) "Hazardous Substances" means any Substance capable of creating harm to people, property and/or the Environment including, without limitation, any flammable liquids, flammable or reactive solids, oxidizers, poisons, gases (compressed, liquefied or dissolved), explosives, radioactive materials, ureaformaldehyde, asbestos materials, underground tanks, compounds known as chlorobiphenyls, Pollutants, contaminants, hazardous, corrosive or toxic Substances, special waste or waste of any kind, including, without limitation, any Substance the storage, manufacture, disposal, treatment, generation, use, transport, remediation or Release into the Environment of which is prohibited, controlled, regulated or licenced by any federal, provincial or municipal authority;
- (i) "Laneway Area" has the meaning set out in the Summary Section of this Licence;
- (j) "Letter of Credit" has the meaning set out in the Summary Section of this Licence;
- (k) "Licence" means this agreement;

- (l) "Licensee Group" means the Licensee and its officers, employees and agents and expressly includes public utility companies and governmental emergency responders (eg. ambulance, fire, police);
- (m) "Medium" means any land, water or air and includes the Laneway Area;
- (n) "Permitted Purposes" has the meaning set out in the Summary Section of this Licence;
- (o) "Pollute" is a verb which means to Release into or onto any Medium any Substance that:
 - (i) alters the physical, biological or chemical nature of that Medium;
 - (ii) alters the capacity of the Medium to support any living thing, whether animal or plant life;
 - (iii) injures or is capable of injuring the health or safety of a person in, on or near the Medium;
 - (iv) injures or is capable of injuring property or any life form in, on or near the Medium;
 - (v) interferes with or is capable of interfering with visibility or the dispersion of light or any photochemical activity within the Medium;
 - (vi) interferes with or is capable of interfering with the normal conduct of business in, on, near or from the Medium;
 - (vii) causes or is capable of causing physical discomfort to a person in, on or near the Medium;
 - (viii) damages or is capable of damaging the Environment; or
 - (ix) is Waste,

and "Polluted" is an adjective, and "Pollution" and "Pollutant" are nouns, which have meanings that correspond to the meaning contained in this paragraph;

- (p) "Release" includes release, spill, leak, pump, pour, dump, abandon, emit, empty, discharge, spray, inoculate, deposit, seep, throw, place, exhaust, inject, escape, leach, dispose, infuse or introduce;
- (q) "Security Works" has the meaning set out in the Summary Section of this Licence;
- (r) "Substance" has the meaning given to it in the Canadian Environmental Protection Act (Canada) as of the date of this Licence;

- (s) "Term" has the meaning set out in the Summary Section of this Licence, except that whenever the context requires under this Licence, "Term" includes any renewal or extension thereof;
- (t) "Turnaround Area" has the meaning set out in the Summary Section of this Licence; and
- (u) "Waste" has the meaning given to it in the Environmental Management Act (British Columbia), as amended or substituted from time to time, but if the Environmental Management Act is repealed, "Waste" has the meaning given to it on the day immediately preceding the repeal of that Act or if that Act is amended so that the term "Waste" is no longer used in it, then "Waste" has the same meaning as the term which replaces it in that Act.

APPENDIX B

LANEWAY AREA AND TURNAROUND AREA

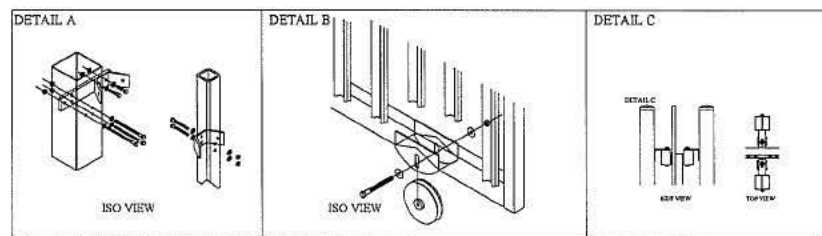
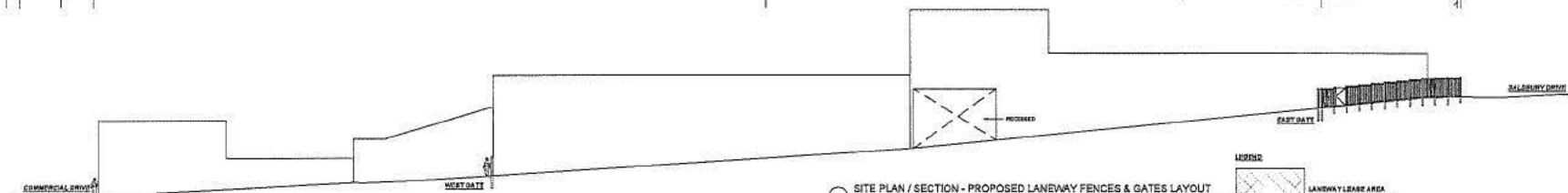
[see attached plan]

APPENDIX C

DRAWINGS AND SPECIFICATIONS OF SECURITY WORKS

[see attached plan]

414-811 ALEXANDER STREET VANCOUVER BC V6A 1C1
PHONE (604) 255-2885 FAX (604) 255-2916



3 DETAILS
SCALE: N.T.S.

COPYRIGHT NOTICE:
All rights reserved. All ideas, designs, drawings and reproductions either in print or electronic format, are the property of Christopher Doyle Architects Ltd, and no instrument of written consent may not be used, forwarded to others, these downloaded or reproduced either in print or electronic format, without the written permission of the copyright owner.

Written dimensions shall have precedence over verbal dimensions. Contractors shall be responsible for all dimensions and conditions on the job, shall request clarification of errors, discrepancies, or doubtful information contained in contract drawing documents. Failure to obtain such clarification renders the Contractor responsible for resulting improper work and the cost of reclamation.

HALLMARK POULTRY LANEWAY CLOSURE

LANEWAY FENCES & GATES LAYOUT

SCALE: AS NOTED DATE: 11/04/19 DRAWN: FF

A.0.00

APPENDIX D

LETTER OF CREDIT

In this Appendix D, "Letter of Credit" means a letter of credit which:

- (i) is clean, irrevocable, unconditional, without limitations and payable at site at an identified branch of the issuer;
- (ii) is issued by a Schedule I Bank under the *Bank Act* (Canada) or other reputable financial institution acceptable to the City's Director of Legal Services, and bears an identifying number;
- (iii) entitles only the issuing bank (or other issuing financial institution) to give notice of non-renewal;
- (iv) states that the issuer will not enquire as to whether or not the City has a right to make demand on the Letter of Credit, that the City may make partial as well as full drawings, and that the issuer will duly honour drafts drawn in conformity with the Letter of Credit if presented to the issuer on or before the expiry date of the Letter of Credit;
- (v) identifies the City as beneficiary and the Licensee as the applicant;
- (vi) references this Licence;
- (vii) is automatically self-renewing;
- (viii) requires sixty (60) days prior notice to the City in the event of non-renewal or cancellation by the issuing bank or other financial institution;
- (ix) complies with any other terms and conditions stated elsewhere in this Licence to be applicable; and
- (x) is, in all other respects, in form and substance acceptable to the Director of Legal Services.

1.1 General Obligation to Deliver Letters of Credit

Subject to Section 1.2 of this Appendix D, as security for the obligations of the Licensee contained in this Licence, the Licensee will:

- (a) deliver or cause to be delivered to the City by the times set forth in Section 1.2, a Letter of Credit in an amount equal to \$117,000 CAD. The obligations of the Licensee under this Licence will not be lessened or reduced by reason of this Section 1.1(a) and at all times the Licensee will be responsible for all costs of the obligations relating to the installation, maintenance, repair, removal or replacement of the Security Works as set out in this Licence; and

- (b) ensure that the City is, at all times after delivery of the Letter of Credit, in possession of the Letter of Credit in an amount no less than the amount referenced in Section 1.1(a) above.

1.2 Timing of Delivery

The Licensee will deliver to the City the Letter of Credit required pursuant to Section 1.1(a) of this Appendix D on or before the Effective Date.

1.3 Calling Upon Letters of Credit

The City may cash the Letter of Credit in any of the following events:

- (a) if, at any time until it is returnable to the Licensee under this Appendix D, the balance of the term remaining of the Letter of Credit is less than thirty (30) days;
- (b) if the Licensee makes a general assignment for the benefit of creditors, or if the Licensee institutes proceedings to have itself adjudicated as bankrupt or insolvent, including, without limitation, any application or order under the *Companies' Creditors Arrangement Act* (Canada) (or any legislation in pari materia therewith) or, if the Licensee becomes the subject of bankruptcy or insolvency proceedings, or if a judgment, decree or order be entered by a court of competent jurisdiction judging the Licensee bankrupt or insolvent, or if the Licensee or its directors pass any resolution authorizing the dissolution or winding up of the Licensee, or if a receiver, interim receiver, manager, receiver-manager, trustee or liquidator of all or any part of the Licensee's property is appointed or applied for by the Licensee or by one or more of the Licensee's creditors; or
- (c) subject to Section 9.4 of this Licence, if, at any time the Licensee breaches any provision of this Licence or defaults in carrying out any of its obligations under the terms of this Licence to an extent the City Engineer considers material, and the Licensee does not rectify that default within the cure periods set out in this Licence.

1.4 Application of Funds

If the City cashes the Letter of Credit pursuant to Section 1.3 of this Appendix D, then:

- (a) with respect to Sections 1.3(a) and (b), the City may; and
- (b) with respect to Section 1.3(c), the City will;

apply the proceeds so far as possible, towards the fulfillment of the Licensee's obligations or to reimburse the City for any amounts incurred by the City as a result of the Licensee being in default of its obligations under this Licence.

The City will carry out any of the work hereinbefore described, including removal of the Security Works, at such times and to such standards as the City Engineer, in his sole discretion, deems appropriate. If the proceeds from the Letter of Credit are not sufficient to pay all costs and expenses, plus the City's normal overhead charges, which will not exceed

twenty (20%) percent of such costs and expenses, the Licensee forthwith will pay to the City the difference upon receipt from the City of invoices for the same.

1.5 Return of Letters of Credit

After the expiry of the Term, whether by passage of time or otherwise, the City will, in each such case, within a reasonable period of time following receipt of a written request of the Licensee to do so, return to the Licensee the Letter of Credit or, if the City cashes the Letter of Credit, any funds not required for application in accordance with Section 1.4.

LICENCE AMENDING AGREEMENT

THIS LICENCE AMENDING AGREEMENT (the "Agreement") is dated the 11th day of May, 2018

BETWEEN:

CITY OF VANCOUVER,
a municipal corporation with offices
at 453 West 12th Avenue,
Vancouver, B.C. V5Y 1V4

(the "City")

AND:

HALLMARK POULTRY PROCESSORS LTD.
A company incorporated under the laws of the
Province of British Columbia (Incorporation Number BC0754139)
c/o Suite 1700, Park Place, 666 Burrard Street,
Vancouver, B.C. V6C 2X8

(the "Licensee")

WHEREAS:

- A. By a licence agreement dated the 20th day of April, 2018 (the "Licence") between the City and the Licensee the City granted the Licensee a licence to occupy and use the Laneway Area;
- B. The Licensee has purchased 310 Commercial (as defined below), which property abuts the Laneway Area;
- C. The Licensee has requested that the City, and the City has agreed, to modify the Laneway Area to include the area adjacent to 310 Commercial Drive, to remove the Turnaround Area, and to modify the location of the Security Works; and
- D. The City and the Licensee have agreed to amend the Licence on the terms and conditions provided in this Agreement.

NOW THEREFORE in consideration of the covenants and agreements herein set forth and other valuable consideration (the receipt and sufficiency of such consideration is hereby acknowledged by each of the parties hereto), the parties agree as follows:

- 1. **Definitions.** All terms capitalized herein and not otherwise defined in this Agreement have the same meaning as in the Licence.
- 2. **Amendments to the Licence.** The Licence is amended as follows:
 - (a) **Laneway Area:** The definition of "Laneway Area" in the Summary Section is amended by replacing the reference to "489.1 square meters" with "805.3 square meters";

- (b) Adjoining Lands: The definition of "Adjoining Lands" in the Summary Section is amended to include the following lands:

"PID: 015-164-233, Legal: Lot 1, Except The West 7 Feet Now Road, of Lot 4 Block D District Lot 183 Plan 729, and
PID: 015-164-241, Legal: Lot 2 of Lot 4 Block D District Lot 183 Plan 729 (together, "310 Commercial");

- (c) Turnaround Area: All references to the "Turnaround Area" in the Licence are deleted in their entirety, which for greater certainty includes, but is not limited to:
- (i) the definition of "Turnaround Area" in the Summary Section, in its entirety; and
 - (ii) Sections 2.2(b) and 2.2(c), in their entirety; and
 - (iii) the words "and a turnaround inside the Turnaround Area" in the definition of "Security Works" in the Summary Section;

The City and the Licensee acknowledge and agree that they have drafted this Section 2(c) for expediency and that any sentences that do not make grammatical sense as a result of the deletion of references to the "Turnaround Area" will be read and interpreted by the City and the Licensee as if the sentences were drafted with proper grammar.

- (d) Annual Licence Fee: The definition of "Annual Licence Fee" in the Summary Section is amended by replacing the reference to "\$26,071.50" with "\$43,290.68";
- (e) Appendix B (Laneway Area and Turnaround Area) is deleted in its entirety and replaced with Appendix B (Laneway Area) attached to this Agreement; and
- (f) Appendix C (Drawings and Specifications of Security Works) is deleted in its entirety and replaced with Appendix C (Drawings and Specifications of Security Works) attached to this Agreement.

3. General.

- (a) This Agreement enures to the benefit of and is binding upon the parties hereto and their respective successors and permitted assigns.
- (b) Time shall remain of the essence of the Licence and this Agreement.
- (c) Save as modified by this Agreement, the parties confirm that all of the terms, covenants, agreements, conditions and reservations set forth and contained in the Licence shall be and remain unchanged and in full force and effect. The City and Licensee confirm and ratify the Licence, as hereby modified.
- (d) This Agreement may be executed by the parties and transmitted by facsimile or electronic mail and if so executed and transmitted, this Agreement will be

for all purposes as effective as if the parties had delivered and executed an original Agreement.

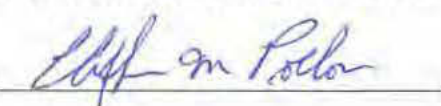
IN WITNESS WHEREOF the City and the Licensee have executed this Agreement as of the day and year first above written.

CITY OF VANCOUVER, by its authorized signatory

per: _____

per: _____

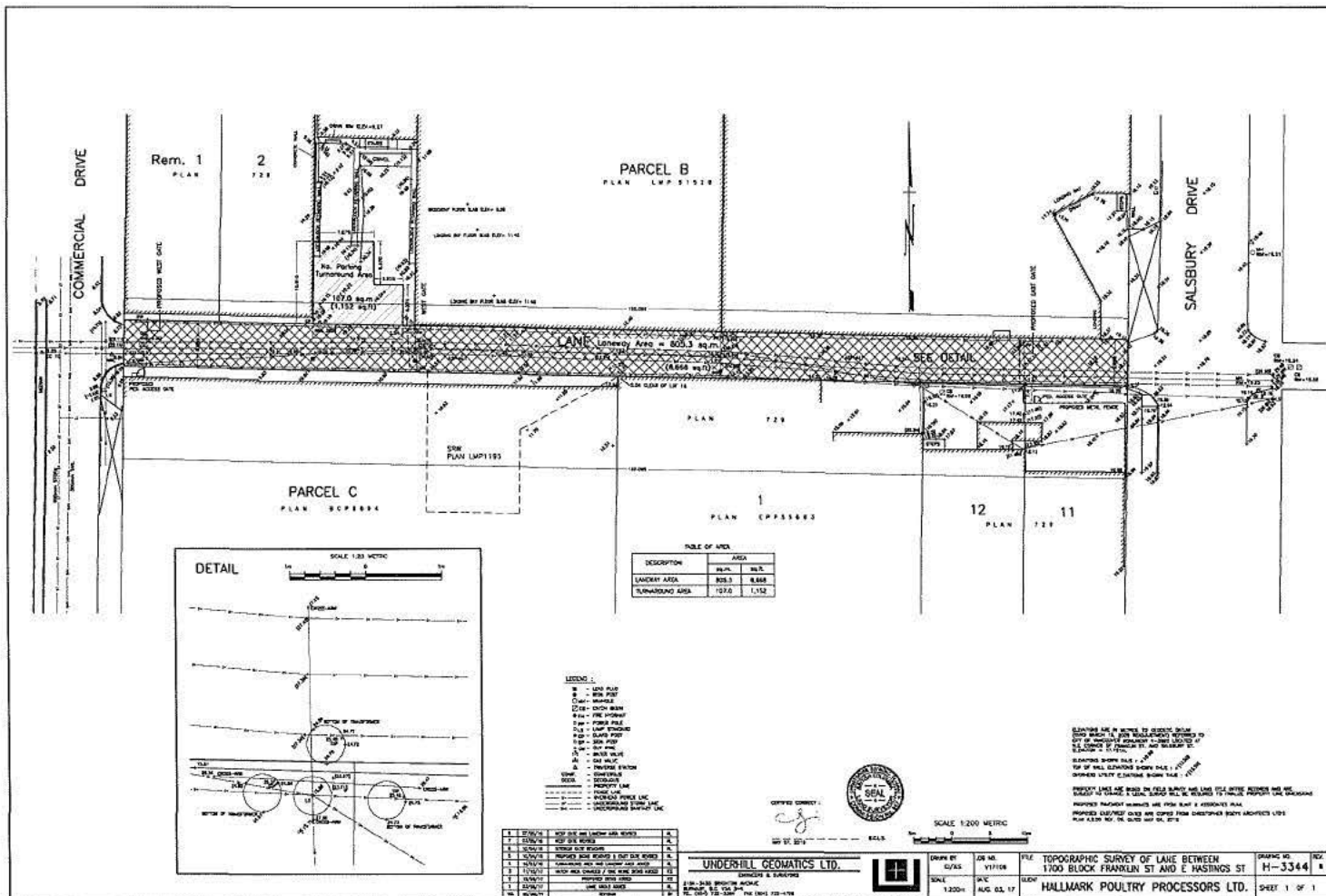
HALLMARK POULTRY PROCESSORS LTD.

per: _____

APPENDIX B

LANEWAY AREA

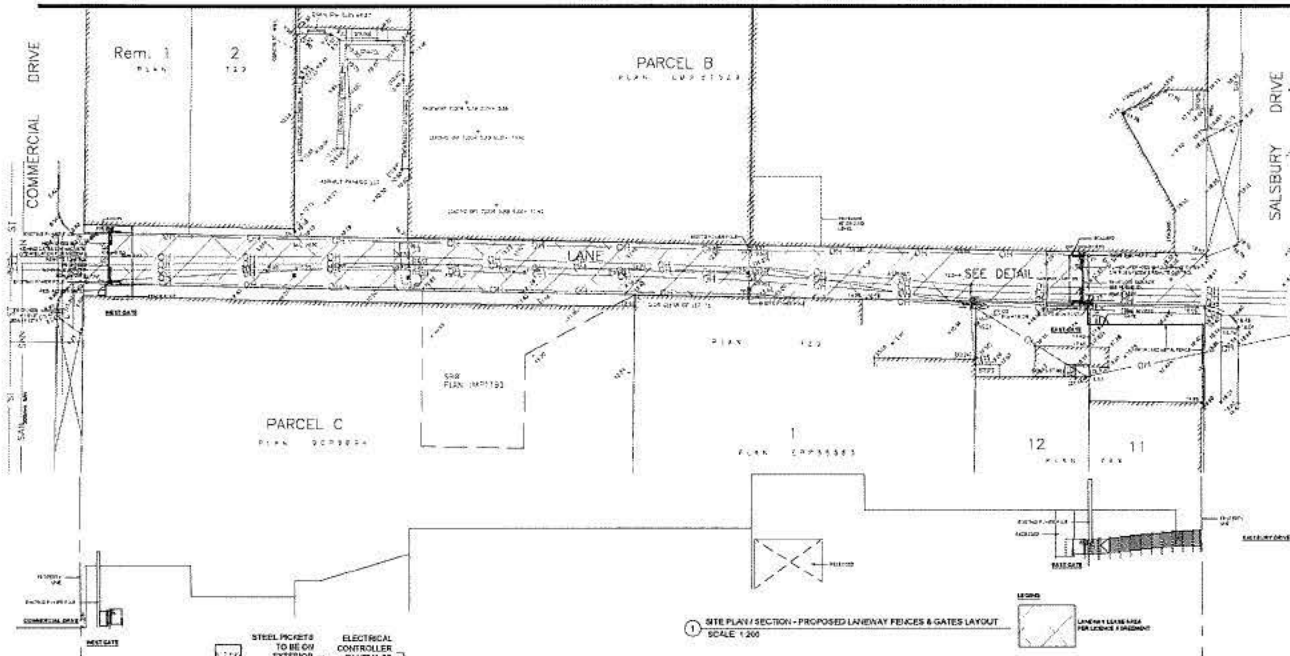
[see attached plan]



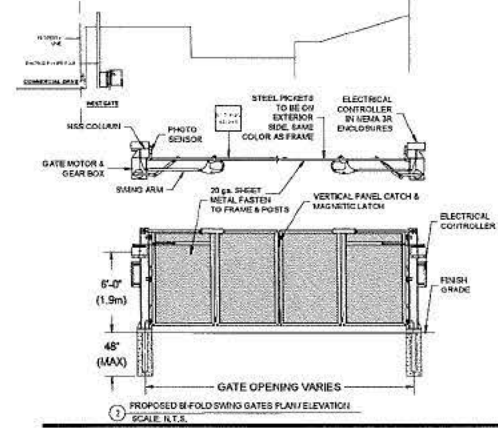
APPENDIX C

DRAWINGS AND SPECIFICATIONS OF SECURITY WORKS

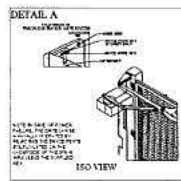
[see attached plan]



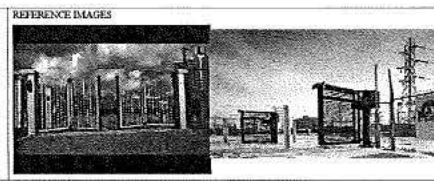
CHRISTOPHER BOZYK ARCHITECTS LTD
 10001 ASHLAR STREET, SUITE 100, ST. CATHARINES, ONT. L7M 1A1
 PHONE: (905) 271-1111 FAX: (905) 271-1112
ISSUED FOR DEVELOPMENT PERMIT AMENDMENT #1



1 SITE PLAN / SECTION - PROPOSED LANEWAY FENCES & GATES LAYOUT
 SCALE: 1/200



3 DETAILS
 SCALE: 1/12.5



1	EXIST. SITE PLAN OF THE DEVELOPMENT
2	EXIST. SITE PLAN OF THE DEVELOPMENT
3	EXIST. SITE PLAN OF THE DEVELOPMENT
4	EXIST. SITE PLAN OF THE DEVELOPMENT
5	EXIST. SITE PLAN OF THE DEVELOPMENT
6	EXIST. SITE PLAN OF THE DEVELOPMENT
7	EXIST. SITE PLAN OF THE DEVELOPMENT
8	EXIST. SITE PLAN OF THE DEVELOPMENT
9	EXIST. SITE PLAN OF THE DEVELOPMENT
10	EXIST. SITE PLAN OF THE DEVELOPMENT
11	EXIST. SITE PLAN OF THE DEVELOPMENT
12	EXIST. SITE PLAN OF THE DEVELOPMENT

HALLMARK POULTRY LANEWAY CLOSURE
 (HALLMARK POULTRY INC.)
 LANEWAY FENCES & GATES LAYOUT
 SCALE: AS NOTED DATE: 10/15/16 DRAWN BY: [Name]

A.0.00



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

Street Use Permit

SU-2018-01068

Commercial

Issue Date: Apr 26, 2018

Applicant	Location of Permit
Hallmark Poultry Processors Ltd 1756 Pandora St. Vancouver, BC V5L 1M1	1756 PANDORA STREET Vancouver, BC V5L 1M1

Related Permits:

Specific Location:

Work Description

As payment to the City for the lease of a portion of the lane north of E. Hastings between Commercial Dr and Salsbury Dr.

This is an annual payment per the agreed upon lease arrangements.

Please note this payment appears as a deposit for accounting purposes only, no refund is intended.

Terms and Conditions

- The named applicant is appointed the prime contractor for WorkSafe BC purposes and now accepts such designation.
- Pedestrian safety and movement to be maintained at all times. *except as noted or separately permitted
- All truck operators must operate the vehicle in a safe and courteous manner and in full compliance with Motor Vehicle Regulations.
- All truck operators must comply with City of Vancouver By-laws regulating truck use, including routes, engine brake noise, weight and load securement provisions.
- For refunds please call 311.
- Placement of any building material, equipment or excavation spoil on City property requires the prior approval of the General Manager of Engineering Services (City Engineer).
- Violation of this permit by the holder or his subcontractors or suppliers will result in the revocation of this permit by the General Manager of Engineering Services (City Engineer).
- No excavation may begin without issuance of a Building Permit.
- All utility companies, including City Branches, shall be notified before drilling for anchor rod installation. Appropriate inspectors are to be notified 24 hrs prior to the start of work. The location of all utilities and service connections shall be verified by hand digging prior to the start of excavation.
- The acceptance of a Traffic Plan allows for permissible traffic control within City Right of Way. The acceptance does not confirm compliance with Part 18 of the WorkSafe BC OH&S Regulation. Contractors and their employees must adhere to all parts of the WorkSafe Regulation while conducting their work.
- All work is to be completed to the satisfaction of the General Manager of Engineering Services (City Engineer).
- Work is subject to on site approval of grades and design.
- Street lighting duct, bridge deck, sewer, or water mains are in the vicinity of your construction may contain asbestos. If your work will disturb any of this infrastructure, you must stop work and contact the City of Vancouver at 3-1-1. Proper safety procedures must followed at all times.



Street Use Permit

SU-2018-01068

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

Commercial

FOR INSPECTION PLEASE CONTACT INSPECTOR AT THE NUMBER ABOVE (24H IN ADVANCE).
Our Inspector must inspect formwork, grades and ground conditions before any repair begins.

This permit shall be kept available on the site for presentation to Police Officers or City Inspectors. It is understood that the permit holder will indemnify and save harmless the City of Vancouver from any loss or expense which may arise in consequence of, and here incidental to the granting of this permit. This permit may be revoked at any time by the General Manager of Engineering Services.

The deposits collected here may be used for repairs to any damage to public property and/or services and service connections and will be held until the project has been fully completed and inspected by Engineering Staff. Partial refunds will not be generally granted.

Deposits

Lease payment - 2018	\$26,071.50
Total Deposits:	\$26,071.50



Development Permit

DP-2018-00385

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

Issue Date: Jun 15, 2018

Status: Issued

Applicant

CHRISTOPHER BOZYK DBA:
Christopher Bozyk Architects
Ltd.
CRHISTOPHER BOZYK ARCHITECTS
414-611 ALEXANDER ST
VANCOUVER, BC V6A1E1

Location

1750 FRANKLIN STREET
Vancouver, BC V5L 1P7

Related Permits: BP-2018-02841

Specific Location:

Legal Description: PARCEL 'B' OF LOT 4 BLOCK D
DISTRICT LOT 183 GROUP 1
NEW WESTMINSTER DISTRICT
PLAN LMP51529

Land Coordinate: 58825092

Temporary Use Dates:

Additional Contact Information

Name	Phone Number
Fanny Fan	6042513440

Project Description

To install two rolling 6'-0" security fences/gates within the laneway between East Hastings and Franklin Street, for the existing Food or Beverage Product Manufacturing-Class B (Hallmark Poultry) on this site.

Uses

Type	Category	Specifics	Permitted / Required	Existing	Proposed	Units	Note
Manufacturing Uses	Food or Beverage Prod Mfg-class B		214720	80197	80197		no change

Items

Type	Category	Specifics	Permitted / Required	Existing	Proposed	Units	Note
Building Details	FSR		5	1.87	1.87		no change

Terms and Conditions

- The site shall be maintained in a neat and tidy condition.
- This Development Permit is valid for a period of 12 months from the date of issuance - unless otherwise validated by a Building Permit.

Additional Notes

Book inspections by calling 3-1-1 within Vancouver or 604-873-7000 from outside Vancouver.

Permit Fees

Description	Amount	Tax Amounts	Fee Total	Fee Adjs	Pmts and Adjs	Balance
-------------	--------	-------------	-----------	----------	---------------	---------



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

Development Permit

DP-2018-00385

05(b) - Outdoor Uses - Conditional	\$2,100.00	\$2,100.00	\$1,400.00	\$3,500.00	\$0.00
				Total:	\$0.00



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

Building Permit

BP-2018-02841

Issue Date: Jul 10, 2018

Status: Issued

Applicant	Contractor	Location of Permit
Chang-whei (Fanny) Fan DBA: Christopher Bozyk Architects Ltd. Design Professional 611 Alexander Street Suite 414 Vancouver, BC V6A 1E1		1750 FRANKLIN STREET Vancouver, BC V5L 1P7

Related Permits: DP-2018-00385

Specific Location:

Temporary Use Dates:

Legal Description: PARCEL 'B' OF LOT 4 BLOCK D
DISTRICT LOT 183 GROUP 1 NEW
WESTMINSTER DISTRICT PLAN
LMP51529

Land Coordinate: 58825092

Additional Contact Information

Name	Role	Phone Number
Contractor Valid Business License REQUIRED	Contractor	

Project Description

Building Permit for DP-2018-00385

Exterior alterations to install two security fences within the laneway between East Hastings and Franklin Street, for the existing Manufacturing- Animal Products Processing (Group F2) tenant on this site.

Refer to License Agreements on file for related conditions of approval.

Building Review Branch Notes:

1. Door release hardware required at pedestrian access doors.
2. Exit signage to be provided to clearly direct occupants to pedestrian access doors.
3. Exiting shall be provided to adjacent building occupants within the laneway fencing.

Uses

Type	Category	Specifics	Occupancy	Permitted / Required	Existing	Proposed	Units	Note
Manufacturing Uses	Animal Products Processing		F2 - Medium-hazard Industrial					

Terms and Conditions

- All new work shall comply with the Vancouver Building By-Law (No. 10908 and amendments) and all its referenced standards, including ASHRAE Standard 90.1-2010 or NECB 2011 and their associated conditions.

- As Owner or Owner's agent, I have verified that the information contained within this document and associated applications and plans is

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

correct, and describes a use, building of a work which complies with all relevant by-laws and statutes. I understand that personal information contained in this form will not be released to the public except as required by law; however all associated applications and plans will be made publicly available during the development or building application process. I acknowledge that responsibility for by-law compliance rests with the owner and the owner's employees, agents and contractors. I will indemnify and save harmless the City of Vancouver, its officials, employees and agents against all claims, liabilities, and expenses of every kind in respect to anything done or not done pursuant to this application or fact sheet or ensuring permit, including negligence and/or the failure to observe all by-laws, acts or regulations.

- Drawings for applicable trades permits shall be submitted and accepted as required prior to issuance of the trades permit
- WorkSafeBC (WSBC) requires a survey for hazardous materials be completed by a qualified person, as defined in OHSR 20.112, before any demolition or renovation work begins. Effective February 1, 2015 WSBC also requires a written confirmation that all hazardous materials identified in the survey have been either safely contained or removed. For all interior alterations where significant amounts of material are being removed the building inspector may ask at his/her discretion for a hazardous materials report. If hazardous materials are identified the building inspector will not perform any inspections until all the hazardous material have been safely contained or removed and confirmed by a qualified professional.
- One set of approved up-to-date drawings being available for viewing at the jobsite.
- Separate Sign Permit required for all signage.
- All work to the satisfaction of the District Building Inspector.
- Contractor must notify the Environmental Protection Branch (604) 873-7732 prior to commencement of excavation/shoring.
- Both the construction and the ongoing operation of the building (including noise emanating from mechanical equipment) shall be in compliance with the provisions of Noise Control By-law No. 6555.
- Per Vancouver Fire & Rescue Services (VFRS):
A lock box must be provided with key or remote such that VFRS is able to gain access in case of emergency.

<https://vancouver.ca/home-property-development/residential-building-lockbox-permit.aspx>

- Door release hardware is required at pedestrian access doors.
- Exit signage required.
- This permit has been issued without a mechanical plans examination on the basis of the professional assurances provided by the design professionals responsible for code compliance of the mechanical systems. The City may audit the design and conduct field inspections at their discretion.

Inspections

Description

Electrical Permit

Prior to Completion

Additional Notes

Book inspections by calling 3-1-1 within Vancouver or 604-873-7000 from outside Vancouver.

Permit Fees

Description	Amount	Tax Amounts	Fee Total	Fee Adjs	Pmts and Adjs	Balance
Building Permit Fee	\$973.00		\$973.00	\$0.00	\$973.00	\$0.00
					Total:	\$0.00

This permit shall be kept available on the site for presentation to Police Officers or City Inspectors.

BP-2018-02841

SCHEDULE A

Forming Part of Sentence 2.2.7.2.(1), Div. C of the
Building By-lawBuilding Permit No.
(For Building Official's Use)CONFIRMATION OF COMMITMENT BY OWNER
AND COORDINATING REGISTERED PROFESSIONAL

- Notes: (i) This letter must be submitted before issuance of a *building permit*.
(ii) This letter is endorsed by: Architectural Institute of B.C., Association of Professional Engineers and Geoscientists of B.C.
(iii) In this letter the words in *italics* have the same meaning as in the Building By-law.

Re: Design and *Field Review of Construction*
by a *Coordinating Registered Professional*

To: The *Chief Building Official*

Re: Hallmark Poultry Laneway Closure

Name of Project (Print)

1750 Franklin Street, Vancouver, BC

Address of Project (Print)

Legal Description of Project (Print)



(Professional's Seal and Signature)

May 17, 2018
Date

The undersigned has retained Christopher Bozyk, Architect AIBC as a *coordinating registered professional* to coordinate the design work and *field reviews* of the *registered professionals of record* required¹ for this project. The *coordinating registered professional* shall coordinate the design work and *field reviews* of the *registered professionals of record* required for the project in order to ascertain that the design will substantially comply with the Building By-law and other applicable enactments respecting safety and that the construction of the project will substantially comply with the Building By-law and other applicable enactments respecting safety, not including the construction safety aspects.

"*field reviews*" are defined in the Building By-law to mean those reviews of the work

- (a) at a project site of a development to which a *building permit* relates, and
(b) where applicable, at fabrication locations where *building* components are fabricated for use at the project site

that a *registered professional* in his or her professional discretion considers necessary to ascertain whether the work substantially complies in all material respects with the plans and supporting documents prepared by the *registered professional of record* for which the *building permit* is issued.

The *owner* and the *coordinating registered professional* have read Subsection 2.2.7, Division C of the Building By-law. The *owner* and the *coordinating registered professional* each acknowledge their responsibility to notify the *Chief Building Official* of the date the *coordinating registered professional* ceases to be retained by the *owner* before the date the *coordinating registered professional* ceases to be retained or, if that is not possible, then as soon as possible. The *coordinating registered professional* acknowledges the responsibility to notify the *Chief Building Official* of the date a *registered professional of record* ceases to be retained before the date the *registered professional of record* ceases to be retained or, if that is not possible, then as soon as possible.

¹ It is the responsibility of the *coordinating registered professional* to ascertain which *registered professionals* are required, and to initial each Schedule B prior to submission to the *Chief Building Official*.



Schedule A – Continued

BP-2018-02841

Building Permit No.
(For Building Officials use)

1750 Franklin Street, Vancouver BC

Project Address

The owner and the coordinating registered professional understand that where the coordinating registered professional or a registered professional of record ceases to be retained at any time during construction, work on the above project will cease until such time as

- (a) a new coordinating registered professional or registered professional of record, as the case may be, is retained, and
- (b) a new letter in the form set out in Schedule A or in the forms set out in Schedules B, as the case may be, is filed with the Chief Building Official.

The undersigned coordinating registered professional certifies that he or she is a registered professional as defined in the Building By-law, and agrees to coordinate the design work and field reviews of the registered professionals of record required for the project as outlined in the attached Schedules B including coordination and integration of functional testing of fire protection and life safety systems. (See A-2.2.7.3 in Appendix A.)

Coordinating Registered Professional

Christopher Bozyk, Architect AIBC

Coordinating Registered Professional's Name (Print)

Suite 414 - 611 Alexander Street,

Address (Print)

Vancouver, BC V6A 1E1

(604) 251-3440

Phone No.



(Professional's Seal and Signature)

May 17, 2018

Date

Owner

Hallmark Poultry Processors Ltd.

Owner's Name (Print)

1756 Pandora Street,

Address (Print)

Vancouver, BC V5L 1M1

Murdock Pollon

Name of Agent or Signing Officer if applicable (Print)

May 17/18

Date

mb

Owner's or Owner's appointed agent's Signature. (If owner is a corporation the signature of a signing officer must be given here. If the signature is that of the agent, a copy of the document that appoints the agent must be attached.)

(If the Coordinating Registered Professional is a member of a firm, complete the following.)

I am a member of the firm Christopher Bozyk Architects Ltd.

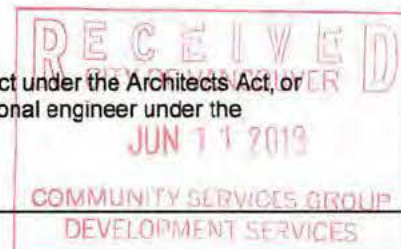
and I sign this letter on behalf of the firm

(Print name of firm)

This letter must be signed by the owner or the owner's appointed agent and by the coordinating registered 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.

The Building By-law defines a registered professional to mean

- (a) a person who is registered or licensed to practise as an architect under the Architects Act, or
- (b) a person who is registered or licensed to practise as a professional engineer under the Engineers and Geoscientists Act.



SCHEDULE B

Forming Part of Subsection 2.2.7, Div. C of the
Building By-law

BP-2018-02841

Building Permit No.
(for Building Official's use)ASSURANCE OF PROFESSIONAL DESIGN AND
COMMITMENT FOR FIELD REVIEW

- Notes: (i) This letter must be submitted prior to the commencement of *construction* activities of the components identified below.
A separate letter must be submitted by each *registered professional of record*.
- (ii) This letter is endorsed by: Architectural Institute of B.C., Association of Professional Engineers and Geoscientists of B.C.
- (iii) In this letter the words in *italics* have the same meaning as in the Building By-law.

To: *The Chief Building Official*Re: Hallmark Poultry Laneway Closure

Name of Project (Print)

1750 Franklin Street, Vancouver, BC

Address of Project (Print)

The undersigned hereby gives assurance that the design of the
(Initial those of the items listed below that apply to this *registered professional of record*. All the disciplines will not necessarily be employed on every project.)

CR ARCHITECTURAL
 _____ STRUCTURAL
 _____ MECHANICAL
 _____ PLUMBING
 _____ FIRE SUPPRESSION SYSTEMS
 _____ ELECTRICAL
 _____ GEOTECHNICAL — temporary
 _____ GEOTECHNICAL — permanent

May 17, 2018

Date

components of the plans and supporting documents prepared by this *registered professional* in support of the application for the *building permit* as outlined below substantially comply with the Building By-law and other applicable enactments respecting safety except for *construction* safety aspects.

The undersigned hereby undertakes to be responsible for *field reviews* of the above referenced components during *construction* as indicated on the "SUMMARY OF DESIGN AND FIELD REVIEW REQUIREMENTS" below.



Schedule B - Continued

BP-2018-02841Building Permit No.
(for Building Official's use)

1750 Franklin Street, Vancouver, BC

Project Address

Architectural

Discipline

The undersigned also undertakes to notify the *Chief Building Official* in writing as soon as possible if the undersigned's contract for *field review* is terminated at any time during *construction*.

I certify that I am a *registered professional* as defined in the Building By-law.

Christopher Bozyk, Architect AIBC

Registered Professional's Name (Print)

Suite 414 - 611 Alexander Street,

Address (Print)

Vancouver, BC V6A 1E1

(604) 251-3440

Phone No.



May 17, 2018

Date

(If the *Registered Professional of Record* is a member of a firm, complete the following.)

I am a member of the firm Christopher Bozyk Architects Ltd.

and I sign this letter on behalf of the firm.

(Print name of firm)

Note: The above letter must be signed by a *registered professional of record*, who is a *registered professional*. The Building By-law defines a *registered professional* to mean

- (a) a person who is registered or licensed to practise as an architect under the Architects Act, or
- (b) a person who is registered or licensed to practise as a professional engineer under the Engineers and Geoscientists Act.



CRP Initials

Schedule B - Continued

BP-2018-02841

Building Permit No.
(for Building Official's use)

1750 Franklin Street, Vancouver, BC

Project Address

Architectural

Discipline

SUMMARY OF DESIGN AND FIELD REVIEW REQUIREMENTS

(Initial applicable discipline below and cross out and initial only those items not applicable to the project.)

ARCHITECTURAL

- 1.1 Fire resisting assemblies
- 1.2 Fire separations and their continuity
- 1.3 Closures, including tightness and operation
- 1.4 Egress systems, including access to exit within suites and floor areas
- 1.5 Performance and physical safety features (guardrails, handrails, etc.)
- 1.6 Structural capacity of architectural components, including anchorage and seismic restraint
- 1.7 Sound control
- 1.8 Landscaping, screening and site grading
- 1.9 Provisions for firefighting access
- 1.10 Access requirements for persons with disabilities
- 1.11 Elevating devices
- 1.12 Functional testing of architecturally related fire emergency systems and devices
- 1.13 Development Permit and conditions therein
- 1.14 Interior signage, including acceptable materials, dimensions and locations
- 1.15 Review of all applicable shop drawings
- 1.16 Interior and exterior finishes
- 1.17 Dampproofing and/or waterproofing of walls and slabs below grade
- 1.18 Roofing and flashings
- 1.19 Wall cladding systems
- 1.20 Condensation control and cavity ventilation
- 1.21 Exterior glazing
- 1.22 Integration of building envelope components
- 1.23 Environmental separation requirements (Part 5)
- 1.24 Building envelope, Part 10 requirements - ASHRAE 90.1 or NECB requirements
- 1.25 Building envelope, testing, confirmation or both as per Part 10 requirements



May 17, 2018

Date

STRUCTURAL

- 2.1 Structural capacity of structural components of the building, including anchorage and seismic restraint
- 2.2 Structural aspects of deep foundations
- 2.3 Review of all applicable shop drawings
- 2.4 Structural aspects of unbonded post-tensioned concrete design and construction

MECHANICAL

- 3.1 HVAC systems and devices, including high building requirements where applicable
- 3.2 Fire dampers at required fire separations
- 3.3 Continuity of fire separations at HVAC penetrations
- 3.4 Functional testing of mechanically related fire emergency systems and devices
- 3.5 Maintenance manuals for mechanical systems
- 3.6 Structural capacity of mechanical components, including anchorage and seismic restraint
- 3.7 Review of all applicable shop drawings
- 3.8 Mechanical systems, Part 10 - ASHRAE 90.1 or NECB requirements
- 3.9 Mechanical systems, testing, confirmation or both as per Part 10 requirements



Schedule B - Continued

BP-2018-02841

Building Permit No.
(for Building Official's use)

1750 Franklin Street, Vancouver, BC

Project Address

Architectural

Discipline

PLUMBING

- 4.1 Roof drainage systems
- 4.2 Site and foundation drainage systems
- 4.3 Plumbing systems and devices
- 4.4 Continuity of fire separations at plumbing penetrations
- 4.5 Functional testing of plumbing related fire emergency systems and devices
- 4.6 Maintenance manuals for plumbing systems
- 4.7 Structural capacity of plumbing components, including anchorage and seismic restraint
- 4.8 Review of all applicable shop drawings
- 4.9 Plumbing systems, Part 10 - ASHRAE 90.1 or NECB requirements
- 4.10 Plumbing systems, testing, confirmation, or both as per Part 10 requirements

FIRE SUPPRESSION SYSTEMS

- 5.1 Suppression system classification for type of occupancy
- 5.2 Design coverage, including concealed or special areas
- 5.3 Compatibility and location of electrical supervision, ancillary alarm and control devices
- 5.4 Evaluation of the capacity of city (municipal) water supply versus system demands and domestic demand, including pumping devices where necessary
- 5.5 Qualification of welder, quality of welds and material
- 5.6 Review of all applicable shop drawings
- 5.7 Acceptance testing for "Contractor's Material and Test Certificate" as per NFPA Standards
- 5.8 Maintenance program and manual for suppression systems
- 5.9 Structural capacity of sprinkler components, including anchorage and seismic restraint
- 5.10 For partial systems — confirm sprinklers are installed in all areas where required
- 5.11 Fire Department connections and hydrant locations
- 5.12 Fire hose standpipes
- 5.13 Freeze protection measures for fire suppression systems
- 5.14 Functional testing of fire suppression systems and devices

ELECTRICAL

- 6.1 Electrical systems and devices, including high building requirements where applicable
- 6.2 Continuity of fire separations at electrical penetrations
- 6.3 Functional testing of electrical related fire emergency systems and devices
- 6.4 Electrical systems and devices maintenance manuals
- 6.5 Structural capacity of electrical components, including anchorage and seismic restraint
- 6.6 Clearances from buildings of all electrical utility equipment
- 6.7 Fire protection of wiring for emergency systems
- 6.8 Review of all applicable shop drawings
- 6.9 Electrical systems, Part 10- ASHRAE 90.1 or NECB requirements
- 6.10 Electrical systems, testing, confirmation, or both as per Part 10 requirements

GEOTECHNICAL — Temporary

- 7.1 Excavation
- 7.2 Shoring
- 7.3 Underpinning
- 7.4 Temporary construction dewatering

GEOTECHNICAL — Permanent

- 8.1 Bearing capacity of the soil
- 8.2 Geotechnical aspects of deep foundations
- 8.3 Compaction of engineered fill
- 8.4 Structural considerations of soil, including slope stability and seismic loading
- 8.5 Backfill
- 8.6 Permanent dewatering
- 8.7 Permanent underpinning

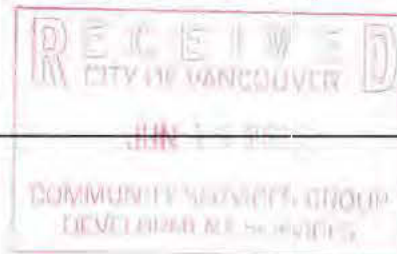


May 17, 2018

Date

4 of 4

Rev. 2018-Jan-01



CRP's Initials