

File No.: 04-1000-20-2019-610

February 18, 2020

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 September 30, 2019 for:

1. **Planning staff internal correspondence related to DE419497, 3133 West Broadway; and**
2. **Any inquiries from the public regarding the said development permit application.**

Date Range: November 1, 2018 to May 31, 2019.

All responsive records are attached. Some information in the records has been severed, (blacked out), under s.13(1), s.14, s.15(1)(l), s.21(1) and s.22(1) of the Act. You can read or download these sections here:

http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96165_00.

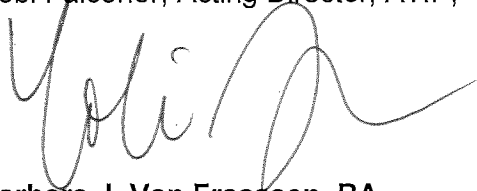
Under section 52 of the Act you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your request. The Act allows you 30 business days from the date you receive this notice to request a review by writing to: Office of the Information & Privacy Commissioner, 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 (#04-1000-20-2019-610; 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, Acting Director, ATIP,

A handwritten signature in black ink, appearing to read 'Cobi', with a large, stylized flourish extending to the right.

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

From: "Robin, Sarah" <Sarah.Robin@vancouver.ca>
To: "Boldt, James" <james.boldt@vancouver.ca>
"Sales, Alix" <Alix.Sales@vancouver.ca>
Date: 4/4/2019 8:57:27 AM
Subject: 3123 West Broadway - Hollywood

Hi James and Alix,

Can you confirm whether your conditions have been met for the above project?

Best,
Sarah

Sarah Robin | Project Facilitator
Development, Buildings, & Licensing
City of Vancouver | 515 W 10th Ave
Vancouver | BC, V5Y 1V4
604.871.6384
sarah.robin@vancouver.ca



From: "Boldt, James" <james.boldt@vancouver.ca>
To: "Jankovic, Zlatan" <zlatan.jankovic@vancouver.ca>
CC: "McLean, Hugh" <hugh.mclean@vancouver.ca>
Date: 1/10/2019 9:47:55 AM
Subject: DP/ BP clearances

I'll hang on to the following files for clearance (they are almost done and it would take longer to explain them than the time needed to clear them):

- ☐ 1523 Davie St (Gabriola Mansion)
- ☐ 1920 SW Marine Drive (Casa Mia)
- ☐ 3123 W Broadway (Hollywood)

I know I've cc'd on a couple of these but that is just for an update in case there are questions right now for all three it's about BP clearances

James Boldt, D.Eng, B.Arch, LEED® AP

Rezoning Planner
Rezoning Centre
Planning, Urban Design, and Sustainability
City of Vancouver
tel: 604-873-7449
fax: 604-873-7060
e-mail: james.boldt@vancouver.ca

From: "Lambertson, Kristen" <Kristen.Lambertson@vancouver.ca>
To: "Sales, Alix" <Alix.Sales@vancouver.ca>
"Robin, Sarah" <Sarah.Robin@vancouver.ca>
"Boldt, James" <james.boldt@vancouver.ca>
Date: 4/4/2019 1:52:47 PM
Subject: FW: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi all:
here's an update from Joanna.

Best,
Kristen

From: Track, Joanna
Sent: Thursday, April 4, 2019 12:38 PM
To: Lambertson, Kristen
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi Kristen,

They filed the consolidation plan and the community use agreement at the end of March. I have just followed up, asking for a status update from them.

There is still an additional SRW that was not filed in March, as we are still waiting on the final survey plan, so that still needs to be signed and registered before they can get their DP. I have followed up with their lawyer on this item as well.

Joanna

From: Lambertson, Kristen
Sent: Thursday, April 4, 2019 12:03 PM
To: Track, Joanna
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi Joanna:
Has there been any movement on this? Have they been able to sign the agreement?

I'm not sure what the consolidation piece is either, can you enlighten me?

Thanks
Kristen

From: Track, Joanna
Sent: Thursday, December 20, 2018 9:40 AM
To: Lambertson, Kristen
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi Kristen,

It doesn't seem likely that anything will change, but the agreement has not been signed and registered so I would say the DP condition it is not complete.

They need to figure out the consolidation piece so we can prepare the LTO forms and circulate them for signature and then registration.

Joanna

Joanna Track
Solicitor | Legal Services | City of Vancouver
t: 604.873.7513
f: 604.873.7445
Mail: 453 W. 12th Avenue, Vancouver, BC V5Y 1V4
Courier: 401-515 W. 10th Avenue, Vancouver, BC V5Z 4A8
Email: joanna.track@vancouver.ca

From: Lambertson, Kristen
Sent: Thursday, December 20, 2018 9:23 AM
To: Track, Joanna
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi Joanna:

Is there any likelihood that things might change in the CUA?

There was a prior-to in the DP that notes the CUA, and they have noted that the CUA is completed as per set out below, but given that it's not signed and registered, I would say it's not, as you never know—something might change at the last minute (though hopefully not).

Best,
Kristen

2.5 Enter into a Community Use Agreement, which may include a Statutory Right of Way and Section 219 Covenant, to secure on a cost recovery basis the use of and access to the restored Hollywood Theatre for local non-profit arts and cultural purposes, for a minimum number of hours per month in perpetuity, with final details of such use to be agreed upon prior to the issuance of the development permit, together with such other terms and conditions required all to the satisfaction of the Director of Legal Services and the Managing Director of Cultural Services.

From: Track, Joanna
Sent: Wednesday, December 19, 2018 3:27 PM
To: Lambertson, Kristen; Robin, Sarah
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi Kristen,

No problem, here is the latest version of the CUA. It has not been signed and registered yet, because we are waiting to hear when they plan to consolidate, but this is the last version we settled on.

Let me know if you need anything else.

Joanna

From: Lambertson, Kristen
Sent: Wednesday, December 19, 2018 2:09 PM
To: Robin, Sarah
Cc: Track, Joanna
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Good question. I just reached out to Joanna (cc'd here) to get the final CUA. We should ensure that the wording matches.

Best,
Kristen

From: Robin, Sarah

City of Vancouver - FOI 2019-610 - Page 4 of 405

Sent: Wednesday, December 19, 2018 2:07 PM
To: Lambertson, Kristen
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi Kristen,

I'm wondering whether the details of the use of theatre have been established yet, as part of the Community Use Agreement? I just wondering because they are applying for their building permit and they have proposed to use the theatre for live performances/movie theatre, and want to ensure there aren't additional uses that we should be aware of.

Thank you!
Sarah

From: Lambertson, Kristen
Sent: Wednesday, December 19, 2018 9:21 AM
To: Robin, Sarah
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi Sarah:
Are the documents on vandocs? I'm having issues with my computer and accessing posse.

Thanks
Kristen

From: Robin, Sarah
Sent: Wednesday, December 19, 2018 9:13 AM
To: Cheng, Maria; Cheng, Paul; Maness, Alina; Wilson, Terry; Boldt, James; Sales, Alix; Lambertson, Kristen; Anderson, Kelly; Kwan, Linda; Foster, Renae
Subject: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hello all:

A friendly reminder to please complete your review of the prior-to response for the above project by January 3rd.

If you have any questions, please let me know.

Best,
Sarah

Sarah Robin | Project Facilitator
Development, Buildings, & Licensing
City of Vancouver | 515 W 10th Ave
Vancouver | BC. V5Y 1V4
604.871.6384
sarah.robins@vancouver.ca



From: "Boldt, James" <james.boldt@vancouver.ca>
To: "Olinek, Jason" <Jason.Olinek@vancouver.ca>
CC: "Robin, Sarah" <Sarah.Robin@vancouver.ca>
"Jankovic, Zlatan" <zlatan.jankovic@vancouver.ca>
Date: 11/16/2018 1:44:08 PM
Subject: FW: HOLLYWOOD PRIOR TO RESPONSE SUBMISSION.

Hi Jason - Are you okay saying it's a go...?

From: Marianne Lisa Amodio [mailto:marianne@mahg.ca]
Sent: Friday, November 16, 2018 9:21 AM
To: Robin, Sarah; Boldt, James
Cc: Lindsey; Harley Grusko
Subject: Re: HOLLYWOOD PRIOR TO RESPONSE SUBMISSION.

Hi Sarah.

I also wanted to follow up with you about the DCL waiver for this project, which is permitted under an HRA. Last I ran into James, he said he was working on it?
M

Marianne Amodio, Principal
Architect AIBC, LEED AP

MA+HG

Marianne Amodio and Harley Grusko Architects Inc.

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#102-127 East Pender
Vancouver BC V6A1T6

www.mahg.ca

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On 2018-11-15, at 3:30 PM, Robin, Sarah wrote:

Hi Marianne ☺ am working on scheduling a time, will be in touch shortly.

Best,
Sarah

From: Marianne Lisa Amodio [mailto:marianne@mahg.ca]
Sent: Wednesday, November 14, 2018 1:03 PM
To: Robin, Sarah
Cc: Lindsey; Harley Grusko
Subject: Re: HOLLYWOOD PRIOR TO RESPONSE SUBMISSION.

Thanks Sarah. Can we discuss this with Paul and whoever is looking at it in Engineering?

M

Marianne Amodio, Principal
Architect AIBC, LEED AP

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On 2018-11-07, at 4:08 PM, Robin, Sarah wrote:

Hi Marianne ☺ looked into it, and the condition regarding weather protection comes from both Planning and Engineering.

Best,
Sarah

From: Marianne Lisa Amodio [mailto:marianne@mahg.ca]
Sent: Wednesday, November 07, 2018 2:04 PM
To: Robin, Sarah
Cc: Lindsey; Harley Grusko
Subject: Re: HOLLYWOOD PRIOR TO RESPONSE SUBMISSION.

Thanks Sarah. I would expect that the review should be fairly quick considering we have complied with all conditions outlined. The outstanding issues are actually both Urban Design conditions. As I re-read the Prior To, I see that the request for the canopy extending over City property is actually not from Engineering as we originally thought, but from Urban Design. Paul did not seem to recognize this when we spoke in the meeting - he also thought it was an Engineering condition?

M

Marianne Amodio, Principal
Architect AIBC, LEED AP

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On 2018-11-07, at 1:50 PM, Robin, Sarah wrote:

Hi Marianne,

The prior-to submission is recirculated for review to all the departments/staff that provided comments for the prior-to letter, I will do what I can to get comments to you in December.

Best,
Sarah

From: Marianne Lisa Amodio [mailto:marianne@mahg.ca]
Sent: Wednesday, November 07, 2018 7:45 AM
To: Robin, Sarah
Cc: Lindsey; Harley Grusko
Subject: Re: HOLLYWOOD PRIOR TO RESPONSE SUBMISSION.

Hi Sarah. Early January would be 16 weeks from submission time. That is incredibly long. I believe we are dealing with two main issues - Engineering/Urban design clearance for the canopy as well as revision to the form at the residential building. How can we facilitate this discussion?

Marianne

Marianne Amodio, Principal
Architect AIBC, LEED AP

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On 2018-11-06, at 8:47 AM, Robin, Sarah wrote:

Hi Marianne ☺The submission is in review, I should have comments for you in early January.

Best,
Sarah

From: Marianne Lisa Amodio [mailto:marianne@mahg.ca]
Sent: Monday, November 05, 2018 1:26 PM
To: Robin, Sarah
Cc: Lindsey; Harley Grusko
Subject: Re: HOLLYWOOD PRIOR TO RESPONSE SUBMISSION.

Hi Sarah.
Can you please let us know when we can expect to hear feedback from this submission?
Thank you!
M

Marianne Amodio, Principal
Architect AIBC, LEED AP

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Marianne Amodio and Harley Grusko Architects Inc.

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On 2018-10-12, at 3:31 PM, Robin, Sarah wrote:

Hi Lindsey,

Thank you for sending the link, yes I've received the printed set.

Best,

Sarah

From: Lindsey [mailto:lindsey@mahg.ca]
Sent: Wednesday, October 10, 2018 3:08 PM
To: Robin, Sarah
Cc: Marianne Lisa Amodio; Harley Grusko
Subject: Re: HOLLYWOOD PRIOR TO RESPONSE SUBMISSION.

Hi Sarah,

Please find attached link to download the full prior to submission:

s.15(1)(l)

Did you receive the printed sets?

Best,

Lindsey Nette
Intern Architect AIBC, MArch, BAS (Hons)

MA+HG
Marianne Amodio and Harley Grusko Architects Inc.

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#102-127 East Pender
Vancouver BC V6A1T6

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On Oct 9, 2018, at 12:25 PM, Robin, Sarah <Sarah.Robin@vancouver.ca> wrote:

Hi Lindsey ☺Can you please provide a link to the electronic documents/drawings for the prior-to submission?

Thank you,
Sarah

From: Lindsey [mailto:lindsey@mahg.ca]
Sent: Wednesday, October 03, 2018 11:43 AM
To: Robin, Sarah
Cc: Marianne Lisa Amodio; Harley Grusko
Subject: Re: HOLLYWOOD PRIOR TO RESPONSE SUBMISSION.

Thanks Sarah,

We plan to drop these off at the concierge desk, to your attention. Does that work for you?

Thanks,

Lindsey Nette
Intern Architect AIBC, MArch, BAS (Hons)

MA+HG
Marianne Amodio and Harley Grusko Architects Inc.

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#102-127 East Pender
Vancouver BC V6A1T6

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On Oct 1, 2018, at 2:23 PM, Robin, Sarah <Sarah.Robin@vancouver.ca> wrote:

Hi Marianne ☺Thanks for the update. Please provide 6 full size and 4 reduced drawing sets.

Best,
Sarah

From: Marianne Lisa Amodio [<mailto:marianne@mahg.ca>]
Sent: Monday, October 01, 2018 12:41 PM
To: Robin, Sarah
Cc: Harley Grusko; Lindsey Nette
Subject: HOLLYWOOD PRIOR TO RESPONSE SUBMISSION.

Hi Sarah.

We are preparing to submit our Prior To response to you on Wednesday October 3.

Can you please let us know how many copies of the documentation you would like?

Thank you!

Marianne

Marianne Amodio, Principal
Architect AIBC, LEED AP

MA+HG

Marianne Amodio and Harley Grusko Architects Inc.

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Vancouver BC V6A1T6

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From: "Boldt, James" <james.boldt@vancouver.ca>
To: "Jankovic, Zlatan" <zlatan.jankovic@vancouver.ca>
"McLean, Hugh" <hugh.mclean@vancouver.ca>
Date: 2/15/2019 9:59:27 AM
Subject: FW: PTR Distribution Memo - 3123-3141 W Broadway - DP-2018-00039

JFYI – there isn't much here for us to review as this relates to the new building beside the theatre.

From: Gosal, Sheila
Sent: Friday, February 15, 2019 9:01 AM
To: Boldt, James; Sales, Alix; Lambertson, Kristen; Kwan, Linda
Cc: Robin, Sarah
Subject: PTR Distribution Memo - 3123-3141 W Broadway - DP-2018-00039

Hi,

Please find attached the distribution memo from **Sarah Robin, Project Facilitator**, for the above-noted address.

Please review and send your comments and conditions to **Sarah Robin** at sarah.robin@vancouver.ca on or before the comments due date as noted in the memo.

Thanks,
Sheila

sheila gosal | office support clerk – project facilitation | development, buildings & licensing | city of vancouver
t | 604.873.7089 e | sheila.gosal@vancouver.ca

From: "Kelley, Gil" <Gil.Kelley@vancouver.ca>
To: "Greer, John" <john.greer@vancouver.ca>
CC: "Olinek, Jason" <Jason.Olinek@vancouver.ca>
"O'Donnell, Theresa" <Theresa.O'Donnell@vancouver.ca>
"Autiero, David" <david.autiero@vancouver.ca>
Date: 5/29/2019 9:17:20 PM
Subject: Re: 3137 W BROADWAY DP-2018-00039 Hollywood - final clearances

Ok. Thanks for responding.

Gil Kelley, FAICP
General Manager, Planning, Urban Design and Sustainability
City of Vancouver, British Columbia, Canada

Please excuse any typos
Sent from my iPhone

On May 29, 2019, at 4:46 PM, Greer, John <john.greer@vancouver.ca> wrote:

I also allowed them to begin work on the Hollywood Theatre while waiting for their DP

Sent from my iPhone

On May 29, 2019, at 4:42 PM, Olinek, Jason <Jason.Olinek@vancouver.ca> wrote:

Sounds like clearance should be issued within the next week per attached email. It doesn't appear the timeline has been unreasonably impacted.

From: Kelley, Gil
Sent: May-28-19 10:14 AM
To: O'Donnell, Theresa; Olinek, Jason; Greer, John
Subject: Fwd: 3137 W BROADWAY DP-2018-00039 Hollywood - final clearances

Gil Kelley, FAICP
General Manager, Planning, Urban Design and Sustainability
City of Vancouver, British Columbia, Canada

Please excuse any typos
Sent from my iPhone

Begin forwarded message:

From: "Johnston, Sadhu" <Sadhu.Johnston@vancouver.ca>
Date: May 28, 2019 at 10:07:35 AM PDT
To: marianne amodio <marianne@mahg.ca>, "Kelley, Gil" <Gil.Kelley@vancouver.ca>, "Tsang-Trinaistich, Templar" <Templar.Tsang-Trinaistich@vancouver.ca>
Subject: RE: 3137 W BROADWAY DP-2018-00039 Hollywood - final clearances

Hi
Who have you been calling?
Sadhu

Sadhu Aufochs Johnston | City Manager
Office of the City Manager | City of Vancouver
sadhu.johnston@vancouver.ca
604.873.7627

The City of Vancouver acknowledges that it is situated on the unceded traditional territories of the Musqueam, Squamish, and Tsleil-Waututh peoples.

From: marianne amodio [<mailto:marianne@mahg.ca>]
Sent: Tuesday, May 28, 2019 9:51 AM
To: Johnston, Sadhu; Kelley, Gil; Tsang-Trinaistich, Templar
Subject: Fwd: 3137 W BROADWAY DP-2018-00039 Hollywood - final clearances

Hi Sadhu and Gill.

Wondering if I can please engage one of you to inquire as to the status of the DP for Hollywood. All outstanding items were cleared, as far as I know, by May 1. My emails and calls have been going unanswered for coming on 4 weeks now. Black. Hole.

Thank you as always.

M

Marianne Amodio, Principal
Architect AIBC, LEED AP

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Marianne Amodio and Harley Grusko Architects Inc.

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Begin forwarded message:

From: marianne amodio <marianne@mahg.ca>
Subject: Re: 3137 W BROADWAY DP-2018-00039 Hollywood - final clearances
Date: May 28, 2019 at 9:45:10 AM PDT
To: John Freeman <John.Freeman@vancouver.ca>, Sarah Robin <sarah.robin@vancouver.ca>
Cc: Harley Grusko <harley@mahg.ca>, Paul Cheng <paul.cheng@vancouver.ca>

Hi John.

Could you please give me the courtesy of a reply here? It is our understanding that there

are no further outstanding requirements for the Development Permit for The Hollywood project. Please let me know next steps.
Marianne

Marianne Amodio, Principal
Architect AIBC, LEED AP

MA+HG

Marianne Amodio and Harley Grusko Architects Inc.

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On May 25, 2019, at 11:47 AM, marianne amodio
<marianne@mahg.ca> wrote:

Response?

Marianne Amodio Architect AIBC
MA+HG Architects Inc.
778-991-0155
www.mahg.ca

On May 22, 2019, at 8:26 AM, marianne amodio
<marianne@mahg.ca> wrote:

Hi John. We have not heard back from you about this development permit. Please respond.

Marianne Amodio Architect AIBC
MA+HG Architects Inc.
778-991-0155
www.mahg.ca

On May 9, 2019, at 3:12 PM, marianne amodio
<marianne@mahg.ca> wrote:

Hi John.
Here is the full registered title. Please let me know next steps.
M

From: Barbara Vanderburgh
<bvanderburgh@fasken.com>
Subject: 4184 Investments Ltd. -
title search for 3123-3141 West
Broadway
Date: May 8, 2019 at 2:05:26 PM
PDT
To: Marianne Lisa Amodio
<marianne@mahg.ca>
Cc: 'Dimitri Bonnis'

<dimitri@bonnis.net>

Hi Marianne,

Attached is the current title search confirming full registration of the SRW. Let me know if you need anything else.

<image003.jpg>

Barbara Vanderburgh*
PARTNER

<image004.jpg>

Fasken Martineau DuMoulin LLP
T. +1 604 631 4937 | F. +1 604 632 4937
bvanderburgh@fasken.com | www.fasken.com/en/Barbara-Vanderburgh
550 Burrard Street, Suite 2900, Vancouver, British Columbia V6C 0A3
*Law Corporation

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<TITLE-CA7407837-PID-030-741-131.pdf>

Marianne Amodio, Principal
Architect AIBC, LEED AP

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Marianne Amodio and Harley Grusko Architects Inc.

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On May 8, 2019, at 11:39 AM,
Freeman, John
<John.Freeman@vancouver.ca> wrote:

Hi Marianne

The only item outstanding is registration
of the public access SRW along West

Broadway. The City Solicitor is following up to see if SRW has reached full registration as confirmed by the LTO. Attached is the final clearance list. Please confirm that the DP site sign has been removed.

As soon as I have confirmation from Law that they are satisfied I will proceed with issuance of the DP. City Clerks will complete this process and I will let you know when the permit is ready for pick up. I expect that to take about a week following confirmation.

J

John Freeman - Project Facilitator

City of Vancouver | Development, Buildings
& Licensing
(604) 871-6076
John.freeman@vancouver.ca

Unceded x m kw y m (Musqueam),
Skwxwu7mesh (Squamish), an S ilw ta (Tsleil-
Waututh) Territories (Vancouver)

From: marianne amodio
[<mailto:marianne@mahg.ca>]
Sent: Wednesday, May 8, 2019 9:45 AM
Cc: Freeman, John; Emilia Mazzonna;
Harley Grusko
Subject: Re: 3137 W BROADWAY DP-
2018-00039 Hollywood - final clearances

Hi John.

As per my voice message, can you please update us on status of the DP for Hollywood. Our understanding is that all legal agreements were filed last month.

M

Marianne Amodio, Principal
Architect AIBC, LEED AP

MA+HG

Marianne Amodio and Harley Grusko Architects
Inc.

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On Apr 23, 2019, at 4:00

PM, Robin, Sarah
<Sarah.Robin@vancouver.ca> wrote:

Hi Marianne ~ I will be transferring 5811 Main Street to a new Project Facilitator who is starting this week with the City, I will keep you posted, and will remain the contact for the time being.

Best,
Sarah

From: marianne amodio
[<mailto:marianne@mahg.ca>]
Sent: Tuesday, April 23, 2019 11:32 AM
To: Freeman, John
Cc: Robin, Sarah;
Hildebrandt, Erv; Emilia Mazzonna
Subject: Re: 3137 W BROADWAY DP-2018-00039
Hollywood - final clearances

Thank you John. Looking forward to working with you as we move into the final permitting stages for both the Theatre and the residential building. All legal agreements have been filed. I have attached them here.

Can you please let me know if you will be taking over for Sarah for Tomo as well (5809 Main Street)?

M

Marianne Amodio, Principal
Architect AIBC, LEED AP

MA+HG

Marianne Amodio and Harley
Grusko Architects Inc.

778 379 9276
#102-127 East Pender
Vancouver BC V6A1T6

www.mahg.ca

On Apr 17,
2019, at 12:19
PM, Freeman,
John
<John.Freeman@vancouver.ca> wrote:

Hi Marianne,

I am picking up
this project
where Sarah
has left
off. We are
meeting later
to discuss any
details that are
outstanding. I
understand
the final legal
agreements
are pending
and that the
BP is
underway with
Erv
Hildebrand.

I will follow up
with staff once
Sarah and I
have had a
chance to
discuss. Please
let me know if
you have any
questions.

Regards,

John
Freeman -
Project
Facilitator
City of
Vancouver | Development,
Buildings
& Licensing
(604) 871-6076
John.freeman@vancouver.ca

Unceded
x m kw y m
(Musqueam),
Skwxwu7mesh

Begin
forwarded
message:

From: Barbar
a
Vanderburgh
<bvanderburgh@fasken.com>

Subject: Holl
ywood Lands
- Full

Registration

Date: April 4,
2019 at
5:07:34 PM
PDT

To: Marianne
Lisa Amodio
<marianne@mahg.ca>

Hi Marianne,

Attached are
the filed
documents
and plan:

- Community
Use
Agree
ment;
- Applica
tion
to
deposi
t the
consoli
dation
plan;
- Filed
plan;
- Shared
Use
Loadin
g
Agree
ment;
- Copy

of new
title.

I confirm that
the SRW for
the small
sidewalk area
is yet to be
registered but
should be
signed and
registered
soon.

Barbara

<image001.jpg>

Barbara Vanderburgh*
PARTNER

<image002.jpg>

Fasken Martineau DuMoulin LLP
T. +1 604 631 4937 | F. +1 604 632 4937
bvanderburgh@fasken.com | www.fasken.com/en/Barbara-Vanderburgh
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found at the
following
address <https://www.fasken.com/en/terms-of-use-email/>.*

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est adressé. Si vous
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S.V.P. le retourner à
l'expéditeur et le
détruire. Une
version détaillée des
modalités et
conditions
d'utilisation se
trouve à l'adresse
suivante <https://www.fasken.com/fr/terms-of-use-email/>.*

Begin
forwarded

message:

From: Barbara

a

Vanderburgh

<[bvanderburgh@fasken.co](mailto:bvanderburgh@fasken.com)

[m](mailto:bvanderburgh@fasken.com)>

Subject: Hollywood -

Registered

SRW - 3123 -

3141 West

Broadway

Date: April

16, 2019 at

4:15:46 PM

PDT

To: "Track,

Joanna

([Joanna.Track](mailto:Joanna.Track@vancouver.ca)

[@vancouver.ca](mailto:Joanna.Track@vancouver.ca)

)" <[Joanna.Tr](mailto:Joanna.Track@vancouver.ca)

[ack@vancouv](mailto:Joanna.Track@vancouver.ca)

[er.ca](mailto:Joanna.Track@vancouver.ca)>

Cc: "Yip,

Chia-

Li" <[chia-](mailto:chia-li.yip@vancouver.ca)

[li.yip@vanco](mailto:chia-li.yip@vancouver.ca)

[uver.ca](mailto:chia-li.yip@vancouver.ca)>,

Megan

Sedmak

<[msedmak@f](mailto:msedmak@fasken.com)

[asken.com](mailto:msedmak@fasken.com)>,

Marianne Lisa

Amodio

<[marianne@mahg](mailto:marianne@mahg.ca)

[.ca](mailto:marianne@mahg.ca)>, "Dino

Bonnis

([dino@bonnis](mailto:dino@bonnis.net)

[.net](mailto:dino@bonnis.net))" <[dino@bonnis](mailto:dino@bonnis.net)

[.net](mailto:dino@bonnis.net)>

Hi Joanna,

Please find
attached the
following:

- Filed
Application
to
Deposit
SRW

- Plan
EPP91
667
- Filed
Survey
Plan
Certific
ation
for
SRW
Plan
EPP91
667
- Filed
Form C
SRW,
Coven
ants
and
Equita
ble
Charge
(with
priority
agree
ments)
- Post-
Registr
ation
Title
Search
eviden
cing
the
foregoi
ng as
pendin
g
charge
s

Please note
that the
registration
numbers of
the Form C
charge are as
follows:

- CA744
8179
Statut
ory
Right
of Way
- CA744
8181
Coven
ant

. CA7448183
Coven
ant
. CA744
8185
Equita
ble
Charge

We will
provide you
with a copy of
the title once
the SRW has
been fully
registered.

Regards,

Barbara

<image001.jpg>

Barbara Vanderburgh*
PARTNER

<image002.jpg>

Fasken Martineau DuMoulin LLP
T. +1 604 631 4937 | F. +1 604 632 4937
bvanderburgh@fasken.com | www.fasken.com/en/Barbara-Vanderburgh
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statement of the
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following
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destiné seulement à
la personne à qui il
est adressé. Si vous
avez reçu ce
courriel par erreur,
S.V.P. le retourner à
l'expéditeur et le
détruire. Une
version détaillée des
modalités et
conditions
d'utilisation se
retrouve à l'adresse
suivante: <https://www.fasken.com/fr/terms-of-use-email/>*

<3133 W Broadway final clearance
holds May 8 2019.pdf>

<mime-attachment>

From: "Robin, Sarah" <Sarah.Robin@vancouver.ca>
To: "Boldt, James" <james.boldt@vancouver.ca>
"Sales, Alix" <Alix.Sales@vancouver.ca>
Date: 4/4/2019 9:02:07 AM
Subject: RE: 3123 West Broadway - Hollywood

Great thanks!

From: Boldt, James
Sent: Thursday, April 04, 2019 9:01 AM
To: Robin, Sarah; Sales, Alix
Subject: RE: 3123 West Broadway - Hollywood

Oh right. I think everything is done. I check re: enactment of designation by-law etc. and registration.

From: Robin, Sarah
Sent: Thursday, April 04, 2019 9:00 AM
To: Boldt, James; Sales, Alix
Subject: RE: 3123 West Broadway - Hollywood

Hi James, I don't think this was a rezoning, so for the DP.

From: Boldt, James
Sent: Thursday, April 04, 2019 8:58 AM
To: Robin, Sarah; Sales, Alix
Subject: RE: 3123 West Broadway - Hollywood

Hi Sarah - for the DP.. or enactment?

From: Robin, Sarah
Sent: Thursday, April 04, 2019 8:57 AM
To: Boldt, James; Sales, Alix
Subject: 3123 West Broadway - Hollywood

Hi James and Alix,

Can you confirm whether your conditions have been met for the above project?

Best,
Sarah

Sarah Robin | Project Facilitator
Development, Buildings, & Licensing
City of Vancouver | 515 W 10th Ave
Vancouver | BC, V5Y 1V4
604.871.6384
sarah.robins@vancouver.ca



From: "Boldt, James" <james.boldt@vancouver.ca>
To: "Hildebrandt, Erv" <erv.hildebrandt@vancouver.ca>
"Lambertson, Kristen" <Kristen.Lambertson@vancouver.ca>
"Robin, Sarah" <Sarah.Robin@vancouver.ca>
Date: 12/20/2018 3:11:02 PM
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

The applicant, Marianne, could probably provide some more clarity on what is intended with regard to the seats – including whether it is just something they proposed or whether the owner really needs the set-up as proposed to make the operations viable.

From: Hildebrandt, Erv
Sent: Thursday, December 20, 2018 3:01 PM
To: Lambertson, Kristen; Boldt, James; Robin, Sarah
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

There are some differences in guard rails and life safety systems as well as structural loading. Additionally changing to an A2 would potentially trigger additional upgrades as this would be change of major occupancy.

Erv Hildebrandt

Technical Supervisor
City of Vancouver
Development, Buildings, & Licensing - Building Review Branch
Tel: 604.871.6562
Email: erv.hildebrandt@vancouver.ca

2014 Vancouver Building Bylaw and Amendments:
<http://vancouver.ca/your-government/vancouver-building-bylaw.aspx>

From: Lambertson, Kristen
Sent: Thursday, December 20, 2018 2:53 PM
To: Boldt, James; Hildebrandt, Erv; Robin, Sarah
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi all:
What are the ramifications of A1 vs A2?

Best,
Kristen

From: Boldt, James
Sent: Thursday, December 20, 2018 2:40 PM
To: Lambertson, Kristen; Hildebrandt, Erv; Robin, Sarah
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

My recollection is that they are keeping fixed seating except for a certain area where they are removing seats to have tables put in. The intent is run as both a movie theatre but also live theatre and performances. From a land use perspective the use is "Theatre" (with any permitted ancillary functions) but this is a broad use provision.

From: Lambertson, Kristen
Sent: Thursday, December 20, 2018 12:12 PM
To: Hildebrandt, Erv; Robin, Sarah
Cc: Boldt, James
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi Erv:
I'm cc'ing James, as he was the Heritage planner on the HR-A.

I do believe that they are keeping it as a theatre. The report with drawings is [here](#). James, can you chime in—are they keeping fixed seating? I think that if it's fixed seating, it has to be theatre use, correct?

They identified that it will serve as a venue dedicated to arts and culture events, including music performances, live theatre, and movie screenings, as well as hosting corporate, private, and non-profit events and functions. But my understanding is that it will support these functions as a theatre.

Best,
Kristen

From: Hildebrandt, Erv
Sent: Thursday, December 20, 2018 11:30 AM
To: Robin, Sarah; Lambertson, Kristen
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

[Thanks for the follow up Sarah,](#)

[Kirsten, would you be able to provide a little more clarity on how this space is going to be used? What kind of events would be classified as arts and cultural presentations and events ?](#)
[The " but not exclusive of live music and film presentations" leaves things a little vague as to what will be happening in this space.](#)

[The challenge I am running into is that in the VBBL theatre use \(A1\) and other assembly uses \(A2\) are treated differently. I need to understand the use to properly apply the correct sections of the building by-law.](#)

[Thanks,](#)

[Erv Hildebrandt](#)

Technical Supervisor
City of Vancouver
Development, Buildings, & Licensing - Building Review Branch
Tel: 604.871.6562
Email: erv.hildebrandt@vancouver.ca

[2014 Vancouver Building Bylaw and Amendments:](#)
<http://vancouver.ca/your-government/vancouver-building-bylaw.aspx>

From: Robin, Sarah
Sent: Thursday, December 20, 2018 8:47 AM
To: Lambertson, Kristen; Hildebrandt, Erv
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi Kristen - Thanks for sending the excerpt.

Hi Erv The use described in the Community Use Agreement, highlighted below, seems to fit with what they are proposing on their BP, let me know if you have any concerns.

Best,
Sarah

Sarah Robin | Project Facilitator
Development, Buildings, & Licensing
City of Vancouver | 515 W 10th Ave
Vancouver | BC. V5Y 1V4
604.871.6384
sarah.robin@vancouver.ca

From: Lambertson, Kristen
Sent: Wednesday, December 19, 2018 4:13 PM
To: Robin, Sarah
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi Sarah:

As you can see from the CUA draft the intended use is as follows.

Thanks!
Kristen

- (a) permitting Community Organizations to use the Theatre Building for arts and cultural presentations and events, in particular but not exclusive of live music and film presentations, for a minimum of twenty-four (24) hours per month during regular licensed hours of operation, including prime-time weekday and weekend evening (5pm onwards) and matinee performance times, provided that:

From: Robin, Sarah
Sent: Wednesday, December 19, 2018 2:07 PM
To: Lambertson, Kristen
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi Kristen,

I'm wondering whether the details of the use of theatre have been established yet, as part of the Community Use Agreement? I just wondering because they are applying for their building permit and they have proposed to use the theatre for live performances/movie theatre, and want to ensure there aren't additional uses that we should be aware of.

Thank you!
Sarah

From: Lambertson, Kristen
Sent: Wednesday, December 19, 2018 9:21 AM
To: Robin, Sarah
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi Sarah:
Are the documents on vandocs? I'm having issues with my computer and accessing posse.

Thanks
Kristen

From: Robin, Sarah
Sent: Wednesday, December 19, 2018 9:13 AM
To: Cheng, Maria; Cheng, Paul; Maness, Alina; Wilson, Terry; Boldt, James; Sales, Alix; Lambertson, Kristen; Anderson, Kelly; Kwan, Linda; Foster, Renae
Subject: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hello all:

A friendly reminder to please complete your review of the prior-to response for the above project by January 3rd.

If you have any questions, please let me know.

Best,
Sarah

Sarah Robin | Project Facilitator
Development, Buildings, & Licensing
City of Vancouver | 515 W 10th Ave
Vancouver | BC. V5Y 1V4
604.871.6384
sarah.robins@vancouver.ca

From: "Olinek, Jason" <Jason.Olinek@vancouver.ca>
To: "Freeman, John" <John.Freeman@vancouver.ca>
CC: "Robin, Sarah" <Sarah.Robin@vancouver.ca>
Date: 5/29/2019 12:03:34 PM
Subject: RE: 3137 W BROADWAY DP-2018-00039 Hollywood - final clearances

Thanks! Let me know if you need my involvement. -Jason

From: Freeman, John
Sent: May-29-19 11:32 AM
To: Olinek, Jason
Cc: Robin, Sarah
Subject: FW: 3137 W BROADWAY DP-2018-00039 Hollywood - final clearances

Hi Jason. I touched base with Marianne earlier this morning. I meant to give her an update last wednesday when ENG cleared the SRW condition. I was waiting to hear back from City Solicitor while she was on holidays. Confluence of events but no time lost. It should be issued this week or early next. I should have communicated better with the applicant - that's on me. J

From: marianne amodio [mailto:marianne@mahg.ca]
Sent: Wednesday, May 29, 2019 9:22 AM
To: Freeman, John
Cc: Robin, Sarah; Harley Grusko; Cheng, Paul
Subject: Re: 3137 W BROADWAY DP-2018-00039 Hollywood - final clearances

Thanks so much John - no worries.
M

Marianne Amodio, Principal
Architect AIBC, LEED AP

MA+HG

Marianne Amodio and Harley Grusko Architects Inc.

778 379 9276
#102-127 East Pender
Vancouver BC V6A1T6

www.mahg.ca

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On May 29, 2019, at 9:13 AM, Freeman, John <John.Freeman@vancouver.ca> wrote:

Hi Marianne,

Apologies for the delay in getting back to you. It looks like the clearance came through on the 16th but the memo did not reach me until yesterday unfortunately. Engineering cleared their hold (the SRW) on Wednesday of last week. I have been preparing the documents and other clearances in the meantime to get your DP issued but I absolutely should have gotten back to you with an update. Again, my apologies for not keeping you in the loop.

I am working with the Project Coordinator this morning and will have an ETA for you shortly of when the permit can be picked up.

Regards,

John Freeman - Project Facilitator

Upcoming time out of office: May 28th

From: marianne amodio [mailto:marianne@mahg.ca]
Sent: Tuesday, May 28, 2019 9:45 AM
To: Freeman, John; Robin, Sarah
Cc: Harley Grusko; Cheng, Paul
Subject: Re: 3137 W BROADWAY DP-2018-00039 Hollywood - final clearances

Hi John.

Could you please give me the courtesy of a reply here? It is our understanding that there are no further outstanding requirements for the Development Permit for The Hollywood project. Please let me know next steps.

Marianne

Marianne Amodio, Principal
Architect AIBC, LEED AP

MA+HG

Marianne Amodio and Harley Grusko Architects Inc.

778 379 9276
#102-127 East Pender
Vancouver BC V6A1T6

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On May 25, 2019, at 11:47 AM, marianne amodio <marianne@mahg.ca> wrote:

Response?

Marianne Amodio Architect AIBC
MA+HG Architects Inc.
778-991-0155
www.mahg.ca

On May 22, 2019, at 8:26 AM, marianne amodio <marianne@mahg.ca> wrote:

Hi John. We have not heard back from you about this development permit.
Please respond.

Marianne Amodio Architect AIBC
MA+HG Architects Inc.
778-991-0155
www.mahg.ca

On May 9, 2019, at 3:12 PM, marianne amodio
<marianne@mahg.ca> wrote:

Hi John.
Here is the full registered title. Please let me know next steps.
M

From: Barbara Vanderburgh
<bvanderburgh@fasken.com>
Subject: 4184 Investments Ltd. - title
search for 3123-3141 West Broadway
Date: May 8, 2019 at 2:05:26 PM PDT
To: Marianne Lisa Amodio
<marianne@mahg.ca>
Cc: 'Dimitri Bonnis' <dimitri@bonnis.net>

Hi Marianne,

Attached is the current title search confirming full
registration of the SRW. Let me know if you need
anything else.

<image003.jpg>

Barbara Vanderburgh*
PARTNER

<image004.jpg>

Fasken Martineau DuMoulin LLP
T. +1 604 631 4937 | F. +1 604 632 4937
bvanderburgh@fasken.com | www.fasken.com/en/Barbara-Vanderburgh
550 Burrard Street, Suite 2900, Vancouver, British Columbia V6C 0A3
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<TITLE-CA7407837-PID-030-741-131.pdf>

Marianne Amodio, Principal
Architect AIBC, LEED AP

MA+HG

Marianne Amodio and Harley Grusko Architects Inc.

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Vancouver BC V6A1T6

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On May 8, 2019, at 11:39 AM, Freeman, John
<John.Freeman@vancouver.ca> wrote:

Hi Marianne

The only item outstanding is registration of the public access SRW along West Broadway. The City Solicitor is following up to see if SRW has reached full registration as confirmed by the LTO. Attached is the final clearance list. Please confirm that the DP site sign has been removed.

As soon as I have confirmation from Law that they are satisfied I will proceed with issuance of the DP. City Clerks will complete this process and I will let you know when the permit is ready for pick up. I expect that to take about a week following confirmation.

J

John Freeman - Project Facilitator
City of Vancouver | Development, Buildings & Licensing
(604) 871-6076
John.freeman@vancouver.ca

Unceded x m kw y m (Musqueam), S wxwü7mesh (Squamish),
an Sílwlw ta (Tsleil-Waututh) Territories (Vancouver)

From: marianne amodio [<mailto:marianne@mahg.ca>]
Sent: Wednesday, May 8, 2019 9:45 AM
Cc: Freeman, John; Emilia Mazzonna; Harley Grusko
Subject: Re: 3137 W BROADWAY DP-2018-00039
Hollywood - final clearances

Hi John.

As per my voice message, can you please update us on status of the DP for Hollywood. Our understanding is that all legal agreements were filed last month.

M

Marianne Amodio, Principal
Architect AIBC, LEED AP

MA+HG

Marianne Amodio and Harley Grusko Architects Inc.

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#102-127 East Pender
Vancouver BC V6A1T6

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On Apr 23, 2019, at 4:00 PM, Robin,
Sarah

<Sarah.Robin@vancouver.ca> wrote
:

Hi Marianne ~ I will be transferring
5811 Main Street to a new Project
Facilitator who is starting this week
with the City, I will keep you posted,
and will remain the contact for the
time being.

Best,
Sarah

From: marianne amodio
[mailto:marianne@mahg.ca]
Sent: Tuesday, April 23, 2019 11:32 AM
To: Freeman, John
Cc: Robin, Sarah; Hildebrandt, Erv;
Emilia Mazzonna
Subject: Re: 3137 W BROADWAY DP-
2018-00039 Hollywood - final clearances

Thank you John. Looking forward to
working with you as we move into
the final permitting stages for both
the Theatre and the residential
building.
All legal agreements have been filed.
I have attached them here.

Can you please let me know if you
will be taking over for Sarah for
Tomo as well (5809 Main Street)?

M

Marianne Amodio, Principal
Architect AIBC, LEED AP

MA+HG

Marianne Amodio and Harley Grusko Architects
Inc.

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Vancouver BC V6A1T6

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On Apr 17, 2019, at
12:19 PM, Freeman,
John
<John.Freeman@vanco
uver.ca> wrote:

Hi Marianne,

I am picking up this project where Sarah has left off. We are meeting later to discuss any details that are outstanding. I understand the final legal agreements are pending and that the BP is underway with Erv Hildebrand.

I will follow up with staff once Sarah and I have had a chance to discuss. Please let me know if you have any questions.

Regards,

John Freeman -
Project Facilitator
City of
Vancouver | Development,
Buildings & Licensing
(604) 871-6076
John.freeman@vancouver.ca

Unceded x m kw y m
(Musqueam), S wxwú7mesh
(Squamish), an Slílw ta (Tsleil-
Waututh) Territories
(Vancouver)

Begin forwarded
message:

From: Barbara
Vanderburgh
<bvanderburgh@fasken.com>

>

**Subject: Hollywood
Lands - Full
Registration**

Date: April 4, 2019 at
5:07:34 PM PDT

To: Marianne Lisa
Amodio
<marianne@mahg.ca>

Hi Marianne,

Attached are the filed
documents and plan:

- Application to deposit the consolidation plan;
- Filed plan;
- Shared Use Loading Agreement;
- Copy of new title.

I confirm that the SRW for the small sidewalk area is yet to be registered but should be signed and registered soon.

Barbara

<image001.jpg>

Barbara Vanderburgh*
PARTNER

<image002.jpg>

Fasken Martineau DuMoulin LLP
T. +1 604 631 4937 | F. +1 604 632 4937
bvanderburgh@fasken.com | www.fasken.com/en/Barbara-Vanderburgh
550 Burrard Street, Suite 2900, Vancouver, British Columbia V6C 0A3
*Law Corporation

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Begin forwarded message:

From: Barbara Vanderburgh
<bvanderburgh@fasken.com>
>
Subject: Hollywood - Registered SRW - 3123 - 3141 West Broadway

Date: April 16, 2019 at

4:15:46 PM PDT

To: "Track, Joanna

(Joanna.Track@vancouver.ca)" <Joanna.Track@vancouver.ca>

Cc: "Yip, Chia-

Li" <[\[li.yip@vancouver.ca\]\(mailto:li.yip@vancouver.ca\)>,](mailto:chia-</p></div><div data-bbox=)

Megan Sedmak

<msedmak@fasken.com>,

Marianne Lisa Amodio

<marianne@mahg.ca>,

"Dino Bonnis

(dino@bonnis.net)" <dino@bonnis.net>

Hi Joanna,

Please find attached the following:

- Filed Application to Deposit SRW Plan EPP91667
- Filed Survey Plan Certification for SRW Plan EPP91667
- Filed Form C SRW, Covenants and Equitable Charge (with priority agreements)
- Post-Registration Title Search evidencing the foregoing as pending charges

Please note that the registration numbers of the Form C charge are as follows:

- CA7448179
Statutory Right of Way
- CA7448181
Covenant
- CA7448183
Covenant
- CA7448185
Equitable Charge

We will provide you with a copy of the title once

the SRW has been fully
registered.

Regards,

Barbara

<image001.jpg>

Barbara Vanderburgh*
PARTNER

<image002.jpg>

Fasken Martineau DuMoulin LLP
T. +1 604 631 4937 | F. +1 604 632 4937
bvanderburgh@fasken.com | www.fasken.com/en/Barbara-Vanderburgh
550 Burrard Street, Suite 2900, Vancouver, British Columbia V6C 0A3
*Law Corporation

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<3133 W Broadway final clearance holds May 8
2019.pdf>

From: "Boldt, James" <james.boldt@vancouver.ca>
To: "Robin, Sarah" <Sarah.Robin@vancouver.ca>
Date: 11/7/2018 9:55:49 AM
Subject: RE: 3213 W Broadway St - Synopsis of DCL issue for review with Gil

I'll check with Jason.

From: Robin, Sarah
Sent: Wednesday, November 07, 2018 9:09 AM
To: Boldt, James
Subject: FW: 3213 W Broadway St - Synopsis of DCL issue for review with Gil

James, what is the status of the DCL issue?

Thanks,
Sarah

s.14



From: Granger, Heidi
Sent: Tuesday, October 23, 2018 11:23 AM
To: Olinek, Jason; Boldt, James
Cc: Robin, Sarah; Sears, Brian; Lee, Mario
Subject: RE: 3213 W Broadway St - Synopsis of DCL issue for review with Gil

Has Finance weighed in? this was my comment back to James. I had not noticed earlier that they were out of this thread. Please check with Grace, Rob or Sean.

Heidi

From: Olinek, Jason
Sent: Tuesday, October 23, 2018 10:51 AM
To: Boldt, James
Cc: Robin, Sarah; Granger, Heidi; Sears, Brian; Lee, Mario
Subject: RE: 3213 W Broadway St - Synopsis of DCL issue for review with Gil

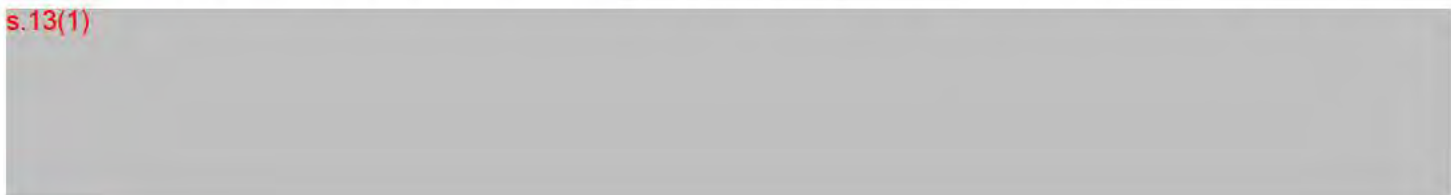
Are we able to confirm this direction and, if so, next steps?

From: Boldt, James
Sent: October-17-18 4:17 PM
To: Olinek, Jason
Cc: Robin, Sarah; Granger, Heidi; Sears, Brian; Lee, Mario
Subject: 3213 W Broadway St - Synopsis of DCL issue for review with Gil

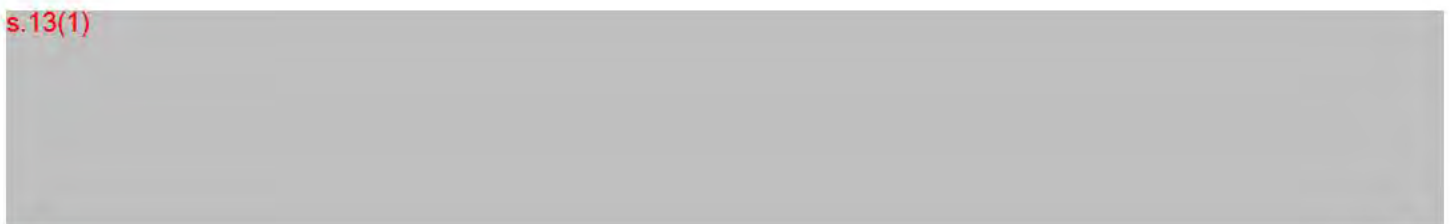
Hi Jason,
As request here is a summary of the DCL issue with the Hollywood Theatre. I've cc'd others in case I've misrepresented position(s).

Issue:
Owners had initially sought an exemption from DCLs for the project (a "waiver"). Due to staff turnover and applicant/owner inexperience, the thread of the request for DCL variance was broken. Notwithstanding that the owners signed the HRA, which contained no provisions for DCL waiver, and had the report which listed the DCLs payable, they clearly assumed that the DCLs would be waived (it should have appeared in their proforma and variance request).

s.13(1)



s.13(1)



s.14



s.13(1)



s.13(1)



James Boldt, D.Eng, B.Arch, LEED® AP

Heritage Planner

The Heritage Group

Current Planning Initiatives Branch

City of Vancouver

tel: 604-873-7449

fax: 604-873-7060

e-mail: james.boldt@vancouver.ca

From: "Boldt, James" <james.boldt@vancouver.ca>
To: "Robin, Sarah" <Sarah.Robin@vancouver.ca>
Date: 11/27/2018 4:00:59 PM
Subject: RE: HPE Content Manager Document : DOC/2018/422772 : 3123 W Broadway St - HAP - Hollywood Theatre

Got it! Just walked over there now...

-----Original Message-----

From: Robin, Sarah
Sent: Tuesday, November 27, 2018 3:53 PM
To: Boldt, James
Subject: RE: HPE Content Manager Document : DOC/2018/422772 : 3123 W Broadway St - HAP - Hollywood Theatre

Ahhh, not an easy task

-----Original Message-----

From: Boldt, James
Sent: Tuesday, November 27, 2018 3:40 PM
To: Robin, Sarah
Subject: RE: HPE Content Manager Document : DOC/2018/422772 : 3123 W Broadway St - HAP - Hollywood Theatre

Not yet - ships passing in the night...

-----Original Message-----

From: Robin, Sarah
Sent: Tuesday, November 27, 2018 3:31 PM
To: Boldt, James
Subject: RE: HPE Content Manager Document : DOC/2018/422772 : 3123 W Broadway St - HAP - Hollywood Theatre

Hi James - Were you able to get the memo signed?

-----Original Message-----

From: Boldt, James
Sent: Thursday, November 22, 2018 4:05 PM
To: Robin, Sarah
Subject: RE: HPE Content Manager Document : DOC/2018/422772 : 3123 W Broadway St - HAP - Hollywood Theatre

I can get Jason to sign it. John wouldn't want to !

-----Original Message-----

From: Robin, Sarah
Sent: Thursday, November 22, 2018 3:40 PM
To: Boldt, James
Subject: RE: HPE Content Manager Document : DOC/2018/422772 : 3123 W Broadway St - HAP - Hollywood Theatre

Hi James,

Thank you, if you can please follow up with Jason on signing this memo, since John has not been involved in the most recent discussions. Or I can set up a meeting for us?

I'm also not sure if it was resolved whether we need to inform Council.

Best,
Sarah

-----Original Message-----

From: Boldt, James

Sent: Thursday, November 22, 2018 1:50 PM

To: Robin, Sarah

Subject: HPE Content Manager Document : DOC/2018/422772 : 3123 W Broadway St - HAP - Hollywood Theatre

Here it is - in all its glory.

Technically this isn't legal until the HRA and Designation by-law are enacted on Dec 4th (current schedule), but it can be signed and put in the file. Either John or Jason should sign it. If you want me to get this to them let me know but they should know what it's all about of course.

-----< HPE Content Manager record Information >-----

Record Number:DOC/2018/422772

Title:3123 W Broadway St - HAP - Hollywood Theatre

From: "Robin, Sarah" <Sarah.Robin@vancouver.ca>
To: "Boldt, James" <james.boldt@vancouver.ca>
Date: 2/15/2019 4:18:07 PM
Subject: RE: PTR Distribution Memo - 3123-3141 W Broadway - DP-2018-00039

Hi James – Thanks for letting me know. I will follow up with Zlatan and Hugh on this.

Best,
Sarah

From: Boldt, James
Sent: Friday, February 15, 2019 10:00 AM
To: Gosal, Sheila; Sales, Alix; Lambertson, Kristen; Kwan, Linda
Cc: Robin, Sarah; Jankovic, Zlatan; McLean, Hugh
Subject: RE: PTR Distribution Memo - 3123-3141 W Broadway - DP-2018-00039

Just to note I'm not in the heritage group anymore I've cc'd Zlatan and Hugh . But there won't be much heritage related to review here and they can always ask me about any particulars.

From: Gosal, Sheila
Sent: Friday, February 15, 2019 9:01 AM
To: Boldt, James; Sales, Alix; Lambertson, Kristen; Kwan, Linda
Cc: Robin, Sarah
Subject: PTR Distribution Memo - 3123-3141 W Broadway - DP-2018-00039

Hi,

Please find attached the distribution memo from **Sarah Robin, Project Facilitator**, for the above-noted address.

Please review and send your comments and conditions to **Sarah Robin** at sarah.robin@vancouver.ca on or before the comments due date as noted in the memo.

Thanks,
Sheila

sheila gosal | office support clerk – project facilitation | development, buildings & licensing | city of vancouver
t | 604.873.7089 e | sheila.gosal@vancouver.ca

MEMORANDUM

November 27, 2018

TO: File

FROM: Director of Planning Approving Authority

SUBJECT: Heritage Alteration Permit - 3123 West Broadway Street - Hollywood Theatre
DP-2018-00039

The building at 3123 West Broadway Street, the Hollywood Theatre is protected heritage property. Pursuant to Section 597 (2)(b) of the Vancouver Charter, the Development Cost Levy By-law (DCL By-law) is hereby varied such that the DCLs payable for any and all floor area for the project associated with Development Permit Number DP-2018-00039 are reduced to zero dollars (i.e. no DCLs are to be paid). This variance is sought by the owner as compensation, in part, for the encumbrance and costs associated with the heritage designation and the approved Heritage Revitalization Agreement regarding the Hollywood Theatre, which is an important community and heritage asset. We support the attached DP application and ask that you process it with the following wording included in the development permit:

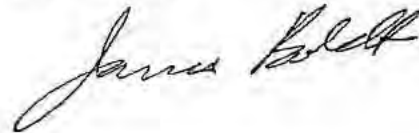
- "1) DCL's varied to zero dollars payable for any and all floor area approved under DP-2018-00039 pursuant to Section 597(2)(b) of the Vancouver Charter.

The variance described under item no. 1 above, authorized by Development Permit Number DP-2018-00039, including conditions and plans forming part thereof, is approved and this Development Permit also constitutes a Heritage Alteration Permit."



Director of Planning Authority

Jason Olinek



James Boldt
Heritage Planner

From: "Cheng, Paul"
To: "Robin, Sarah" <sarah.robins@vancouver.ca>
Date: 11/21/2018 10:27:51 AM
Subject: 3137 W Broadway - Hollywood - PTR response

Hi Robin,

I have reviewed the PTR response for this project and am clearing design conditions 1.1 to 1.11 inclusive.

Best,

Paul C.P. Cheng, Architect AIBC, LEED A.P.
Senior Development Planner
Urban Design Division
Planning, Urban Design and Sustainability
City of Vancouver
Tel. 604.871.6665 Fax 604.873.7100

From: "Robin, Sarah" <Sarah.Robin@vancouver.ca>
To: "Cheng, Paul" <paul.cheng@vancouver.ca>
Date: 11/19/2018 8:20:33 AM
Subject: 3137 West Broadway - Hollywood Theatre

Hi Paul – Can you confirm whether you can attend this meeting today at 1:30pm?

Thank you!
Sarah

Sarah Robin | Project Facilitator
Development, Buildings, & Licensing
City of Vancouver | 515 W 10th Ave
Vancouver | BC V5Y 1V4
604.871.6384
sarah.robin@vancouver.ca



From: "Boldt, James" <james.boldt@vancouver.ca>
To: "Tsang-Trinaistich, Templar" <Templar.Tsang-Trinaistich@vancouver.ca>
"Freeman, John" <John.Freeman@vancouver.ca>
CC: "Cheng, Paul" <paul.cheng@vancouver.ca>
Date: 6/17/2019 11:18:33 AM
Subject: FW: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039
Attachments: 4184 Investments Ltd. - Registered Heritage Revitalization Agreement - 3123-3129 W Broadway (Hollywood Theatre) (01120219xD3527).msg

JFYI – all the heritage requirements are done. The reporting memo from Law was sent to Zlatan (as I was gone from the group by then) but Roxanne sent me a copy. I believe the PC/ PF got this...

From: Siddon, Roxanne
Sent: Friday, April 05, 2019 9:23 AM
To: Boldt, James; Track, Joanna
Cc: Robin, Sarah
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi, James:

Reporting email attached. Registration finalized after you had moved to the Rezoning Centre so we reported to Zlatan.

Please let us know if you need anything else.

Thanks.

Roxanne

Roxanne Siddon | Legal Assistant
Legal Services | City of Vancouver
453 W. 12th Avenue
Vancouver, BC V5Y 1V4

roxanne.siddon@vancouver.ca
604.606.2754

From: Boldt, James
Sent: Friday, April 05, 2019 9:13 AM
To: Track, Joanna; Siddon, Roxanne
Cc: Robin, Sarah
Subject: FW: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi Joanna/ Roxanne,

Can you advise if the HRA / designation by-law notice have been filed in LT?. I scanned over e-mails and couldn't see a reporting memo. I recall the by-laws were both enacted in December of 2018 I think.

From: Lambertson, Kristen
Sent: Thursday, April 04, 2019 4:08 PM
To: Robin, Sarah; Sales, Alix; Boldt, James
Cc: Track, Joanna
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi Sarah:

I've asked Joanna when the CUA will be registered. In the council report it notes that the CUA needs to be signed and registered before we sign off.

The SRW is a different SRW than the one listed in the CUA. Joanna noted: The SRW that has not yet been registered is an additional SRW that was required for public access along West Broadway.

Best,
Kristen

From: Robin, Sarah
Sent: Thursday, April 4, 2019 3:58 PM
To: Lambertson, Kristen; Sales, Alix; Boldt, James
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi Kristen,

Thanks, can you clarify whether the cultural services condition has been met? I'm not sure if the SRW below is referring to the community use agreement or another condition of the DP.

Best,
Sarah

From: Lambertson, Kristen
Sent: Thursday, April 04, 2019 1:53 PM
To: Sales, Alix; Robin, Sarah; Boldt, James
Subject: FW: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi all:
here's an update from Joanna.

Best,
Kristen

From: Track, Joanna
Sent: Thursday, April 4, 2019 12:38 PM
To: Lambertson, Kristen
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi Kristen,

They filed the consolidation plan and the community use agreement at the end of March. I have just followed up, asking for a status update from them.

There is still an additional SRW that was not filed in March, as we are still waiting on the final survey plan, so that still needs to be signed and registered before they can get their DP. I have followed up with their lawyer on this item as well.

Joanna

From: Lambertson, Kristen
Sent: Thursday, April 4, 2019 12:03 PM
To: Track, Joanna
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi Joanna:
Has there been any movement on this? Have they been able to sign the agreement?

I'm not sure what the consolidation piece is either, can you enlighten me?

Thanks
Kristen

From: Track, Joanna
Sent: Thursday, December 20, 2018 9:40 AM
To: Lambertson, Kristen
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi Kristen,

It doesn't seem likely that anything will change, but the agreement has not been signed and registered so I would say the DP condition it is not complete.

They need to figure out the consolidation piece so we can prepare the LTO forms and circulate them for signature and then registration.

Joanna

Joanna Track
Solicitor | Legal Services | City of Vancouver
t: 604.873.7513
f: 604.873.7445
Mail: 453 W. 12th Avenue, Vancouver, BC V5Y 1V4
Courier: 401-515 W. 10th Avenue, Vancouver, BC V5Z 4A8
Email: joanna.track@vancouver.ca

From: Lambertson, Kristen
Sent: Thursday, December 20, 2018 9:23 AM
To: Track, Joanna
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi Joanna:

Is there any likelihood that things might change in the CUA?

There was a prior-to in the DP that notes the CUA, and they have noted that the CUA is completed as per set out below, but given that it's not signed and registered, I would say it's not, as you never know—something might change at the last minute (though hopefully not).

Best,
Kristen

2.5 Enter into a Community Use Agreement, which may include a Statutory Right of Way and Section 219 Covenant, to secure on a cost recovery basis the use of and access to the restored Hollywood Theatre for local non-profit arts and cultural purposes, for a minimum number of hours per month in perpetuity, with final details of such use to be agreed upon prior to the issuance of the development permit, together with such other terms and conditions required all to the satisfaction of the Director of Legal Services and the Managing Director of Cultural Services.

From: Track, Joanna
Sent: Wednesday, December 19, 2018 3:27 PM
To: Lambertson, Kristen; Robin, Sarah
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi Kristen,

No problem, here is the latest version of the CUA. It has not been signed and registered yet, because we are waiting to

hear when they plan to consolidate, but this is the last version we settled on.

Let me know if you need anything else.

Joanna

From: Lambertson, Kristen
Sent: Wednesday, December 19, 2018 2:09 PM
To: Robin, Sarah
Cc: Track, Joanna
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Good question. I just reached out to Joanna (cc'd here) to get the final CUA. We should ensure that the wording matches.

Best,
Kristen

From: Robin, Sarah
Sent: Wednesday, December 19, 2018 2:07 PM
To: Lambertson, Kristen
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi Kristen,

I'm wondering whether the details of the use of theatre have been established yet, as part of the Community Use Agreement?Just wondering because they are applying for their building permit and they have proposed to use the theatre for live performances/movie theatre, and want to ensure there aren't additional uses that we should be aware of.

Thank you!
Sarah

From: Lambertson, Kristen
Sent: Wednesday, December 19, 2018 9:21 AM
To: Robin, Sarah
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi Sarah:
Are the documents on vandocs? I'm having issues with my computer and accessing posse.

Thanks
Kristen

From: Robin, Sarah
Sent: Wednesday, December 19, 2018 9:13 AM
To: Cheng, Maria; Cheng, Paul; Maness, Alina; Wilson, Terry; Boldt, James; Sales, Alix; Lambertson, Kristen; Anderson, Kelly; Kwan, Linda; Foster, Renae
Subject: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hello all:

A friendly reminder to please complete your review of the prior-to response for the above project by January 3rd.

If you have any questions, please let me know.

Best,
Sarah

Sarah Robin | Project Facilitator
Development, Buildings, & Licensing
City of Vancouver | 515 W 10th Ave
Vancouver | BC, V5Y 1V4
604.871.6384
sarah.robins@vancouver.ca



From: "Siddon, Roxanne"

To: "Jankovic, Zlatan" <zlatan.jankovic@vancouver.ca>

CC: "Track, Joanna" <joanna.track@vancouver.ca>

Date: 1/17/2019 11:16:25 AM

Subject: 4184 Investments Ltd. - Registered Heritage Revitalization Agreement - 3123-3129 W Broadway (Hollywood Theatre)

Attachments: MT Staff reporting registration of HRA.pdf
LT Barbara Vanderburgh (Fasken) reporting registration of HRA.pdf
5b. 4184 INVESTMENTS LTD. - Title Search (Lot 9) - HRA (01120175xD3527).PDF
5c. 4184 INVESTMENTS LTD. - Title Search (East 1-2 of Lot 10) - HRA (01120174xD3527).PDF
Cheque No. 380.pdf
1. 4184 INVESTMENTS LTD. - EXECUTED - Heritage Revitalization Agreement (01112310xD3527).PDF
2. 4184 INVESTMENTS LTD. - REGISTERED CA7268756 to CA7268763 - Heritage Revitalization Agreement (01118516xD3527).PDF
3a. 4184 INVESTMENTS LTD. - REGISTERED CA7253045 - LTO Heritage Status Notice (Designation) (01115429xD3527).PDF
3b. 4184 INVESTMENTS - LTO Heritage Status Notice (HRA) (01111531xD3527).PDF
4a. 4184 INVESTMENTS - SIGNED - Heritage Branch Heritage Status Notice (HRA) (01115392xD3527).PDF
4b. 4184 INVESTMENTS - SIGNED - Heritage Branch Heritage Status Notice (Designation) (01106709xD3527).PDF
5a. 4184 INVESTMENTS LTD. - Title Search (Lot H) - HRA (01120176xD3527).PDF

Hi, Zlatan:

The Heritage Revitalization Agreement ("HRA") and notices relating to the above-referenced property are now fully registered. Attached, for your records, are copies of the following:

- our reporting memo;
- our reporting letter to the applicant's counsel;
- executed HRA;
- registered HRA;
- registered Notices to Land Title Office regarding designation and HRA;
- Notices to Heritage Branch regarding designation and HRA; and
- updated title searches.

Hard copies will follow by interoffice mail.

If you have any questions, please contact Joanna Track at extension 87513.

Thanks.

Roxanne

Roxanne Siddon

Legal Assistant to Heidi Granger,

Damian Koo and Natalie Coric

Law Department

City of Vancouver

453 W. 12th Avenue

Vancouver, BC V5Y 1V4

Tel: 604 606 2754

Email: roxanne.siddon@vancouver.ca

File No.: LS-18-01528-001

January 14, 2019

MEMORANDUM

By Email

To: Zlatan Jankovic, Senior Heritage Planner - Heritage Group

From: Joanna Track, Solicitor, Law Department

Subject: 4184 Investments Ltd. - Heritage Revitalization Agreement - Hollywood Theatre
3123-3129 West Broadway, Vancouver, BC (the "Agreement")

You are responsible for familiarizing yourselves with all permit conditions and/or pre-permit deliverables contained in the following agreements and ensuring that the required Stop Actions (aka: Holds) are entered into POSSE. Stop Actions may be requested through the Addressing Group by sending an email to "CS Address Coordinator". For further information, please contact David Autiero, Manager - Project Facilitation Group.

We wish to advise of the following registrations in the Land Title Office:

1. the Agreement on December 21, 2018 under registration Nos. CA7268756 to CA7268763. Please note the following:
 - ***Occupancy Permit hold until the Heritage Planning Group confirms that the rehabilitation work is complete - Section 2.1(b);***
2. the Heritage Status Notice with regard to the Heritage Designation on December 14, 2018 under registration No. CA7253045; and
3. the Heritage Status Notice with regard to the Agreement on December 21, 2018 under registration No. CA7268755.

Copies of the Agreement and the Heritage Status Notices bearing registration particulars are attached for your records. We also attach copies of:

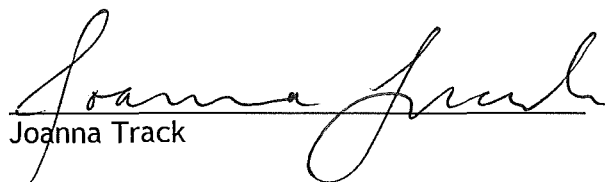
1. notification letters sent to the Heritage Branch in Victoria regarding the Heritage Designation and the Agreement;
2. updated title searches for the property; and
3. our reporting letter to the Applicant's counsel, Barbara Vanderburgh (Fasken Martineau DuMoulin LLP).

[01116973v1]

City of Vancouver, Law Department
453 West 12th Avenue
Vancouver, BC V5Y 1V4
Canada
Telephone: (604) 873-7512
Fax: (604) 873-7445



We trust you will find the foregoing to be satisfactory. However, if you have any questions, please contact the writer.



Joanna Track

JPT:rfs
Attachments

Direct Line: (604) 873-7513
File No. LS-18-01528-001
Email: joanna.track@vancouver.ca

January 14, 2019

BY EMAIL (bvanderburgh@fasken.com) AND MAIL

Fasken Martineau DuMoulin LLP
Barristers and Solicitors
2900 - 550 Burrard Street
Vancouver, BC V6E 0A3

Attention: Barbara Vanderburgh

Dear Sirs/Mesdames:

**Re: 4184 Investments Ltd. - Heritage Revitalization Agreement - Hollywood Theatre
3123-3129 West Broadway, Vancouver, BC (the "Agreement")**

We wish to advise that the Agreement between the City of Vancouver and 4184 Investments Ltd. and the Heritage Status Notices were registered in the Land Title Office as follows:

1. the Agreement on December 21, 2018 under registration Nos. CA7268756 to CA7268763;
2. the Heritage Status Notice with regard to the Heritage Designation on December 14, 2018 under registration No. CA7253045; and
3. the Heritage Status Notice with regard to the Agreement on December 21, 2018 under registration No. CA7268755.

Accordingly, attached for your records are:

1. a fully executed original of the Agreement;
2. the Agreement bearing registration particulars;
3. the Heritage Status Notices regarding the Heritage Designation and the Agreement bearing registration particulars;
4. notification letters sent to the Heritage Branch in Victoria regarding the Heritage Designation and the Agreement; and
5. updated title searches for the lands.

[01116845v1]

Mailing Address:
453 West 12th Avenue
Vancouver, BC V5Y 1V4
Canada

Telephone: (604) 873-7512
Fax: (604) 873-7445

Site/Delivery Address:
401-515 West 10th Avenue
Vancouver, BC V5Z 4A8
Canada

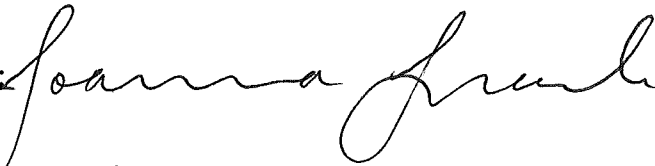


Further to our email correspondence dated January 9, 2019, we are returning the \$650.96 cheque provided by 4184 Investments Ltd. for reimbursement of the Land Title Office registration fees as it is now staledated. Please arrange for your client to provide us with a replacement cheque at your earliest convenience.

We trust you will find the foregoing to be satisfactory. However, if you have any questions, please contact the writer.

Yours truly,

CITY OF VANCOUVER

Per: 
Joanna Track

JPT:rfs
Encl.

cc: Zlatan Jankovic, Senior Heritage Planner - Heritage Group (by email)

TITLE SEARCH PRINT

File Reference: DBL-H-18-01528

2019-01-17, 10:30:08

Requestor: Roxanne Siddon

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN******Land Title District**

Land Title Office

VANCOUVER

VANCOUVER

Title Number

From Title Number

BB1163557

BM292295

Application Received

2010-06-22

Application Entered

2010-06-29

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

4184 INVESTMENTS LTD., INC.NO. 559518

300 - 526 GRANVILLE STREET

VANCOUVER, BC

V6C 1W6

Taxation Authority

Vancouver, City of

Description of Land

Parcel Identifier:

015-450-384

Legal Description:

LOT 9, EXCEPT PART IN PLAN 4166, BLOCK 54 DISTRICT LOT 540 PLAN 229

Legal NotationsNOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA2987318
FILED 2013-02-07

HERETO IS ANNEXED EASEMENT CA3767385 OVER LOT H PLAN 20212

HERETO IS ANNEXED EASEMENT CA7243329 OVER THE WEST 1/2 OF LOT 10
(EXCEPT THE
NORTH 5 FEET NOW LANE AND PART IN PLAN 4166) PLAN 229NOTICE OF HERITAGE REVITALIZATION AGREEMENT, VANCOUVER CHARTER,
SECTION 592, SEE CA7268755

TITLE SEARCH PRINT

File Reference: DBL-H-18-01528

2019-01-17, 10:30:08

Requestor: Roxanne Siddon

Charges, Liens and Interests

Nature:	MORTGAGE
Registration Number:	CA3574502
Registration Date and Time:	2014-01-31 10:35
Registered Owner:	CANADIAN WESTERN BANK
Remarks:	INTER ALIA
Nature:	ASSIGNMENT OF RENTS
Registration Number:	CA3574503
Registration Date and Time:	2014-01-31 10:35
Registered Owner:	CANADIAN WESTERN BANK
Remarks:	INTER ALIA
Nature:	EASEMENT
Registration Number:	CA7243328
Registration Date and Time:	2018-12-11 14:24
Remarks:	INTER ALIA APPURTENANT TO THE WEST 1/2 OF LOT 10 (EXCEPT THE NORTH 5 FEET NOW LANE AND PART IN PLAN 4166) PLAN 229
Nature:	COVENANT
Registration Number:	CA7268756
Registration Date and Time:	2018-12-21 15:19
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA
Nature:	PRIORITY AGREEMENT
Registration Number:	CA7268757
Registration Date and Time:	2018-12-21 15:19
Remarks:	INTER ALIA GRANTING CA7268756 PRIORITY OVER CA3574502 AND CA3574503
Nature:	COVENANT
Registration Number:	CA7268758
Registration Date and Time:	2018-12-21 15:19
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA RESTRICTS DEALINGS
Nature:	PRIORITY AGREEMENT
Registration Number:	CA7268759
Registration Date and Time:	2018-12-21 15:19
Remarks:	INTER ALIA GRANTING CA7268758 PRIORITY OVER CA3574502 AND CA3574503

TITLE SEARCH PRINT

File Reference: DBL-H-18-01528

2019-01-17, 10:30:08

Requestor: Roxanne Siddon

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA7268760
Registration Date and Time: 2018-12-21 15:19
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA7268761
Registration Date and Time: 2018-12-21 15:19
Remarks: INTER ALIA
GRANTING CA7268760 PRIORITY OVER CA3574502 AND CA3574503

Nature: EQUITABLE CHARGE
Registration Number: CA7268762
Registration Date and Time: 2018-12-21 15:19
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA7268763
Registration Date and Time: 2018-12-21 15:19
Remarks: INTER ALIA
GRANTING CA7268762 PRIORITY OVER CA3574502 AND CA3574503

Duplicate Infeasible Title NONE OUTSTANDING

Transfers NONE

Pending Applications NONE

TITLE SEARCH PRINT

File Reference: DBL-H-18-01528

2019-01-17, 10:30:09

Requestor: Roxanne Siddon

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN******Land Title District**

Land Title Office

VANCOUVER

VANCOUVER

Title Number

From Title Number

BB1163556

BM145159

Application Received

2010-06-22

Application Entered

2010-06-29

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

4184 INVESTMENTS LTD., INC.NO. 559518

300 - 526 GRANVILLE STREET

VANCOUVER, BC

V6C 1W6

Taxation Authority

Vancouver, City of

Description of Land

Parcel Identifier:

015-450-414

Legal Description:

THE EAST 1/2 OF LOT 10, EXCEPT THE NORTH 5 FEET NOW LANE AND PART IN
PLAN 4166, BLOCK 54 DISTRICT LOT 540 PLAN 229**Legal Notations**NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA2987318
FILED 2013-02-07

HERETO IS ANNEXED EASEMENT CA3767385 OVER LOT H PLAN 20212

HERETO IS ANNEXED EASEMENT CA7243329 OVER THE WEST 1/2 OF LOT 10
(EXCEPT THE
NORTH 5 FEET NOW LANE AND PART IN PLAN 4166) PLAN 229NOTICE OF HERITAGE REVITALIZATION AGREEMENT, VANCOUVER CHARTER,
SECTION 592, SEE CA7268755

TITLE SEARCH PRINT

File Reference: DBL-H-18-01528

2019-01-17, 10:30:09

Requestor: Roxanne Siddon

Charges, Liens and Interests

Nature:	COVENANT
Registration Number:	H26232
Registration Date and Time:	1980-04-24 12:02
Registered Owner:	CITY OF VANCOUVER
Remarks:	L.T.A. S. 215
Nature:	MORTGAGE
Registration Number:	CA3574502
Registration Date and Time:	2014-01-31 10:35
Registered Owner:	CANADIAN WESTERN BANK
Remarks:	INTER ALIA
Nature:	ASSIGNMENT OF RENTS
Registration Number:	CA3574503
Registration Date and Time:	2014-01-31 10:35
Registered Owner:	CANADIAN WESTERN BANK
Remarks:	INTER ALIA
Nature:	EASEMENT
Registration Number:	CA7243328
Registration Date and Time:	2018-12-11 14:24
Remarks:	INTER ALIA APPURTENANT TO THE WEST 1/2 OF LOT 10 (EXCEPT THE NORTH 5 FEET NOW LANE AND PART IN PLAN 4166) PLAN 229
Nature:	COVENANT
Registration Number:	CA7268756
Registration Date and Time:	2018-12-21 15:19
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA
Nature:	PRIORITY AGREEMENT
Registration Number:	CA7268757
Registration Date and Time:	2018-12-21 15:19
Remarks:	INTER ALIA GRANTING CA7268756 PRIORITY OVER CA3574502 AND CA3574503
Nature:	COVENANT
Registration Number:	CA7268758
Registration Date and Time:	2018-12-21 15:19
Registered Owner:	CITY OF VANCOUVER
Remarks:	INTER ALIA RESTRICTS DEALINGS

TITLE SEARCH PRINT

File Reference: DBL-H-18-01528

2019-01-17, 10:30:09

Requestor: Roxanne Siddon

Nature: PRIORITY AGREEMENT
Registration Number: CA7268759
Registration Date and Time: 2018-12-21 15:19
Remarks: INTER ALIA
GRANTING CA7268758 PRIORITY OVER CA3574502 AND
CA3574503

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA7268760
Registration Date and Time: 2018-12-21 15:19
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA7268761
Registration Date and Time: 2018-12-21 15:19
Remarks: INTER ALIA
GRANTING CA7268760 PRIORITY OVER CA3574502 AND
CA3574503

Nature: EQUITABLE CHARGE
Registration Number: CA7268762
Registration Date and Time: 2018-12-21 15:19
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA7268763
Registration Date and Time: 2018-12-21 15:19
Remarks: INTER ALIA
GRANTING CA7268762 PRIORITY OVER CA3574502 AND
CA3574503

Duplicate Indefeasible Title

NONE OUTSTANDING

Transfers

NONE

Pending Applications

NONE

0380

4184 INVESTMENTS LTD.SUITE 300 - 526 GRANVILLE STREET
VANCOUVER, BC V6C 1W6CANADIAN WESTERN BANK
SUITE 100, 666 BURNARD STREET
VANCOUVER, BC V6C 2X8DATE 1 8 0 6 2 0 1 8
D D M M Y Y Y Y

PAY *****Six Hundred Fifty and 96/100

\$*650.96

TO THE City of Vancouver
ORDER Revenue Services Division
OF PO Box 7747 Stn Terminal
Vancouver, BC V6B 8R1

MEMO 3123 WB - HRA

PER

4184 INVESTMENTS LTD.

s.21(1)

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

1529346970 PAGE 1 OF 21 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

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

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

BC V5Y 1V4

LTO Client number: 10647
 Phone number: 604-873-7513
 Matter number: LS-18-01528-001

Deduct LTSA Fees? Yes ☒

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

SEE SCHEDULESTC? YES ☐

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) ☐ Filled Standard Charge Terms D.F. No.(b) ☒ Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

4184 INVESTMENTS LTD. (INCORPORATION NO. BC0559518)
CANADIAN WESTERN BANK, AS TO PRIORITY

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

CITY OF VANCOUVER

453 WEST 12TH AVENUE
 VANCOUVER

V5Y AV4


BRITISH COLUMBIA
 CANADA

7. ADDITIONAL OR MODIFIED TERMS:

N/A

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

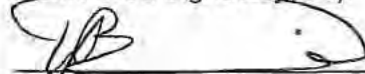

BARBARA VANDERBURGH
 Barrister & Solicitor
 Fasken Martineau DuMoulin LLP
 2900 - 550 Burrard Street
 Vancouver, BC V6C 0A3
 604 631 4937

Execution Date

Y	M	D
18	06	18

Transferor(s) Signature(s)

4184 INVESTMENTS LTD. by its
 authorized signatory(ies):


 Print Name: C. Dino Bonni's

Print Name:

OFFICER CERTIFICATION:

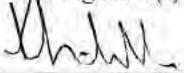
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution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

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

PAGE 2 of 21 PAGES

Officer Signature(s)



KEVIN MALCOLM DE LA MARE
A Commissioner for taking
Affidavits for British Columbia
22nd Floor 666 Burrard Street
Vancouver, B.C. V6C 2X8
Expires August 31, 2020

Execution Date

Y	M	D
18	06	18
18	12	21

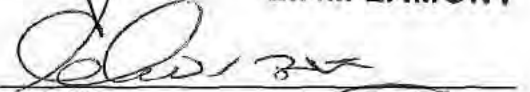
Transferor / Borrower / Party Signature(s)

CANADIAN WESTERN BANK by its
authorized signatory(ies):




Print Name:

LIAM LAMONT



Print Name:

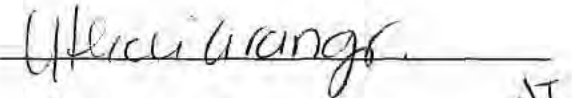
ANDREW BUTLER



JOANNA TRACK
453 WEST 12TH AVENUE
VANCOUVER, B.C. V5Y 1V4
SOLICITOR

18 12 21

CITY OF VANCOUVER by its
authorized signatory:



HEIDI GRANGER

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM E

SCHEDULE

PAGE 3 OF 21 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

006-767-966**LOT H BLOCK 54 DISTRICT LOT 540 PLAN 20212**

STC?

YES ☐

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

015-450-384**LOT 9, EXCEPT PART IN PLAN 4166, BLOCK 54 DISTRICT LOT 540 PLAN 229**

STC?

YES ☐

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

015-450-414**THE EAST ½ OF LOT 10, EXCEPT THE NORTH 5 FEET, NOW LANE, AND
PART IN PLAN 4166, BLOCK 54 DISTRICT LOT 540 PLAN 229**

STC?

YES ☐

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 4 OF 21 PAGES

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Section 219 Covenant Article 2, pages 10-12
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		granting the above Section 219 Covenant priority over Mortgage CA3574502 and Assignment of Rents CA3574503 Page 21
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Section 219 Covenant Article 4, page 14
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		granting the above Section 219 Covenant priority over Mortgage CA3574502 and Assignment of Rents CA3574503 Page 21
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Statutory Right of Way		Article 5, page 14
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		granting the above Statutory Right of Way priority over Mortgage CA3574502 and Assignment of Rents CA3574503 Page 21

**LAND TITLE ACT
FORM E****SCHEDULE**

PAGE 5 OF 21 PAGES

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Equitable Charge

Article 7, page 15

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Priority Agreement

granting the above Equitable Charge priority over
Mortgage CA3574502 and Assignment of Rents
CA3574503

Page 21

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

TERMS OF INSTRUMENT - PART 2
HERITAGE REVITALIZATION AGREEMENT

WHEREAS:

- A. The Owner (as herein defined) is the registered owner of those parcels of land in the City of Vancouver with civic addresses and legal descriptions as follows:
- (i) 3123/3129 West Broadway, legally described as:
PID: 006-767-966
Lot H Block 54 District Lot 540 Plan 20212 ("**Lot H**");
 - (ii) 3133/3135 West Broadway, legally described as:
PID: 015-450-384
Lot 9, Except Part in Plan 4166, Block 54 District Lot 540 Plan 229 ("**Lot 9**");
and
 - (iii) 3141/3143 West Broadway, legally described as:
PID: 015-450-414
The East ½ of Lot 10, Except the North 5 Feet, Now Lane, and Part in Plan 4166, Block 54 District Lot 540 Plan 229 ("**East ½ Lot 10**"),

(collectively, the "**Lands**").
- B. There is a building situated on Lot H, known as the "Hollywood Theatre", which is listed on the Vancouver Heritage Register in the 'B' evaluation category and is considered to be of heritage value (the "**Heritage Building**").
- C. The Owner wishes to develop the Lands by:
- (i) rehabilitating the Heritage Building;
 - (ii) constructing on the Lands, to the west of the Heritage Building, a new six-storey mixed-use building containing approximately forty (40) Dwelling Units and commercial units on the ground floor (the "**New Building**");
 - (iii) limiting the use of the Heritage Building to theatre use only and entering into a Community Use Agreement with the City to secure access to the Heritage Building for local non-profit arts and cultural purposes; and
 - (iv) either:
 - (a) consolidating the Lands pursuant to the provisions of the *Land Title Act* to create a single parcel upon which both the New Building and the Heritage Building will be located;

- (b) consolidating Lot 9 and the East ½ of Lot 10 pursuant to the provisions of the *Land Title Act* to create a single parcel upon which the New Building will be located, with the Heritage Building continuing to be located on existing Lot H;
- (c) consolidating and subdividing the Lands pursuant to the provisions of the *Land Title Act* to create two new parcels, one parcel upon which the New Building will be located and a separate parcel upon which the Heritage Building is located,

PROVIDED only one of the above options be undertaken;

and under development permit application No. DP-2018-00039 (the “DP Application”) has applied to the City for a development permit for that purpose.

- D. The Owner proposes that, in exchange for a number of variances to the City of Vancouver Zoning & Development By-law and the Subdivision By-law needed for the proposed project as contemplated under the DP Application, the Owner will enter into this heritage revitalization agreement with respect to the Lands and will accept the designation of the Heritage Features (more particularly described in Section 1.1(n)) as protected heritage property under the provisions of the *Vancouver Charter*.

THEREFORE, pursuant to Section 592 of the *Vancouver Charter*, and in consideration of the payment ten dollars (\$10.00) by the City to the Owner, the mutual obligations and benefits given herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 DEFINITIONS

1.1 **Definitions.** In this agreement, unless explicitly used differently elsewhere herein, the terms defined in this section have the meanings given to them here:

- (a) “**Approving Officer**” means the person acting as Approving Officer for the City pursuant to the *Land Title Act*, and any employee of the City acting as the nominee or agent of that person in connection with this agreement;
- (b) “**Chief Building Official**” means the person appointed as the Chief Building Inspector by Vancouver City Council pursuant to the provisions of the *Vancouver Charter*, as amended, and any employee of the City acting as the nominee or agent of that person in connection with this agreement;
- (c) “**City**” means the municipality of the City of Vancouver continued under the *Vancouver Charter* and “**City of Vancouver**” means its geographic location and area;
- (d) “**Conservation Plan**” means a written plan and guidelines prepared by and/or under the supervision of a Heritage Consultant and explicitly accepted by the City

for the rehabilitation and conservation of the Heritage Building as provided for hereunder;

- (e) **“Development”** means the proposed development project as described above in Recital C, all pursuant to the DP Application;
- (f) **“Development Permit”** means any development permit(s) issued by the City pursuant to the DP Application in respect of the Development, as such permit(s) may be modified or amended from time to time, including, without limitation, all final reports, plans, drawings and specifications relating thereto and any amendments thereof;
- (g) **“Director of Legal Services”** means the City’s Director of Legal Services or his or her designate;
- (h) **“DP Application”** has the meaning given above in Recital C;
- (i) **“Dwelling Unit”** has the meaning given under the *Zoning & Development By-law*;
- (j) **“General Manager of Planning, Urban Design, and Sustainability”** means the City’s General Manager of Planning, Urban Design, and Sustainability appointed under the provisions of the *Vancouver Charter*;
- (k) **“Heritage Building”** has the meaning given above in Recital B;
- (l) **“Heritage Consultant”** means an independent, heritage building rehabilitation and conservation expert, knowledgeable and experienced in and duly qualified for planning and supervising rehabilitation and conservation work for heritage buildings;
- (m) **“Heritage Designation”** means the City’s designation of the Heritage Features as protected heritage property pursuant to section 593 of the *Vancouver Charter*;
- (n) **“Heritage Features”** means, with respect to the Heritage Building:
 - (i) all exterior finishes and structure, including, but not limited to:
 - (A) all signage and marquee hardware and structures facing West Broadway,
 - (B) ticket kiosk and glazing, and
 - (C) doors, door hardware and windows/storefronts including glazing; and
 - (ii) the following interior features:
 - (A) balcony, projection room and ceiling structures,

- (B) original wall wainscoting in main theatre area and coved ceiling in lobby,
- (C) original deco 'blue and red' wall sconces,
- (D) original 'Men' and 'Ladies' washroom signs, and
- (E) original 'Exit' and 'Loges' signs,

certain of which are shown identified in Appendix A attached hereto;

- (o) **"Lands"** has the meaning given above in Recital A and includes any other parcels of land into which the Lands may at any time in any way be consolidated or subdivided;
- (p) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c.250;
- (q) **"New Building"** has the meaning given above in Recital C;
- (r) **"Owner"** means the registered owner or owners of the Lands and the successors and assigns thereof and, without limitation, if the Lands are subdivided by way of a strata plan under the *Strata Property Act* of British Columbia, then "Owner" includes the strata corporation thereby created;
- (s) **"rehabilitate"** and **"rehabilitation"** mean the planning and carrying out of restoration, rehabilitation, construction and conservation work to restore, upgrade, improve and conserve the structure, support and heritage characteristics and features of a heritage building or real property heritage feature so as to revitalize it and extend its life and use as such;
- (t) **"Rehabilitation Work"** has the meaning given below herein;
- (u) **"Strata Property Act"** means the *Strata Property Act*, S.B.C. 1998, c.43;
- (v) **"Subdivision By-law"** means the City's Subdivision By-law No. 5208 and any amendments thereto and replacements thereof;
- (w) **"Vancouver Charter"** means the *Vancouver Charter*, S.B.C. 1953, c.55, as amended from time to time, and any and all replacements thereof or any statute enacted in substitution thereof and all regulations applicable thereto and any amendments, replacements and substitutions thereof;
- (x) **"Vancouver Building By-law"** means the City's Building By-law No. 10908 and any amendments thereto and replacements thereof;
- (y) **"Zoning & Development By-law"** means the City's Zoning & Development By-law No. 3575 and any amendments thereto and replacements thereof.

ARTICLE 2
SECTION 219 COVENANT
REHABILITATION AND CONSERVATION OF HERITAGE BUILDING

2.1 Pursuant to Section 219 of the *Land Title Act*, the Owner covenants and agrees, as a covenant and agreement running with, charging and binding the Lands, that:

- (a) the Owner, at the Owner's expense, and to the satisfaction of the General Manager of Planning, Urban Design, and Sustainability:
 - (i) within thirty-six (36) months after the later of the date upon which the City's Council enacts the by-law to effect the Heritage Designation and the date of registration of this agreement, or such other effective date as may be agreed upon to the satisfaction of the General Manager of Planning, Urban Design, and Sustainability and the Director of Legal Services, but in any event by no later than forty-eight (48) months after the date upon which this covenant is registered on title to the Lands, shall rehabilitate or cause the rehabilitation of the Heritage Building and shall do so in accordance with this agreement, the Development Permit and the Conservation Plan (the "**Rehabilitation Work**");
 - (ii) shall ensure that a Heritage Consultant supervises the Rehabilitation Work;
 - (iii) shall ensure that, at all times during the carrying out of the Rehabilitation Work, the Heritage Building is secure from vandalism and occupation by squatters; and
 - (iv) on completion of the Rehabilitation Work as required by this agreement, shall cause a Heritage Consultant to submit to the General Manager of Planning, Urban Design, and Sustainability, a signed statement stating explicitly that the Rehabilitation Work has been completed in accordance with the Conservation Plan;
- (b) nobody will in any way use or occupy either the Heritage Building or the New Building or any part thereof and nobody will apply for or take any other action to compel the City, and, notwithstanding that either the Heritage Building or the New Building may be ready for occupancy, the City will be under no obligation to issue any occupancy permit for either the Heritage Building or the New Building, or any part thereof, at any time after this agreement is registered on title to the Lands, until:
 - (i) the Rehabilitation Work has been completed in accordance herewith;
 - (ii) the Owner, as required above herein, has submitted or caused to be submitted to the General Manager of Planning, Urban Design, and Sustainability a signed written statement prepared by a Heritage Consultant stating explicitly that the Rehabilitation Work has been completed in accordance with the Conservation Plan; and

- (iii) the City has given the Owner a written notice or confirmation by which the City explicitly accepts or confirms its acceptance that the Rehabilitation Work has been completed in accordance herewith;
- (c) the City may revoke at any time any occupancy permit(s) issued for either the Heritage Building or the New Building prior to completion of the Rehabilitation Work, unless such occupancy permit(s) was obtained in accordance with this agreement, and in such circumstances the Owner, on reasonable notice from the City, will ensure that anyone occupying any part of any such building vacates it immediately on such revocation of occupancy permit(s), and if anyone continues to occupy any portion of any part of either the Heritage Building or the New Building in contravention of such revocation, this agreement and any applicable City bylaws, the City, at the Owner's expense, may pursue all remedies available to it, including, without limitation, injunctive relief, to ensure that either the Heritage Building or the New Building, as the case may be, is vacated and unoccupied in accordance with this agreement;
- (d) after completion of the Rehabilitation Work in accordance herewith, the Owner, at the Owner's expense, will do all things reasonably necessary to conserve the Heritage Building as rehabilitated and, in any event, keep it in good condition in all respects at all times;
- (e) at all times after and while this agreement is registered on title to the Lands, the Owner, at the Owner's expense, shall keep the Heritage Building insured to full replacement value against all perils, including, without limitation, damage or destruction by earthquake;
- (f) except for maintenance and repair work, the Owner will not and will not suffer or permit anyone else to do anything at any time to renovate, alter, modify or reconfigure or that will result in any alteration, modification or reconfiguration of the Heritage Building in any way except as may be permitted or required by this agreement, the Conservation Plan and/or any development and/or heritage alteration permits issued by the City;
- (g) the Owner shall not at any time and shall not suffer or permit anyone else to at any time do anything that will obscure, deface or remove in any way any heritage related commemorative plaque the City, at its expense, may attach to the Heritage Building or the Lands pursuant to the statutory right of way granted to pursuant to Article 4 hereof;
- (h) if at any time for any reason the Heritage Building is damaged in any way or destroyed, the Owner, at the Owner's expense, and to the City's satisfaction, shall repair it or replace it with a replica building, except that if the Owner *bona fide* believes that to do so would be uneconomical, in which case, and if for that reason the Owner wishes to demolish it as damaged or wishes not to replicate it, as the case may be, the Owner, at the Owner's expense, and in consultation with and to the satisfaction of the City, will prepare an economic analysis therefor, but taking into consideration only land related economic factors, such as, for example, but

without limitation, the estimated cost to repair or replicate the Heritage Building, as the case may be, the anticipated market value of the repaired or replicated building, the incentives given by the City for this agreement and the Heritage Designation, the estimated value of the Lands under the zoning otherwise applicable thereto, after which the City and the Owner, together, on the basis of that analysis, will determine whether in the circumstances it would be uneconomical to repair or replicate the Heritage Building, failing which the matter in all respects will be determined by arbitration by a single arbitrator in Vancouver, British Columbia, in accordance with the provisions of the *Arbitration Act*, RSBC 1996 c. 55, and if the Owner and the City agree or if in arbitration it is determined that it would be uneconomical for the Owner to be required to repair or replicate the Heritage Building, then, by explicit written notification, the City will consent to the Owner's wish to not repair or replicate the Heritage Building and will discharge this agreement from title to the Lands and the Owner may request of the City's Mayor and Council that the Heritage Designation be cancelled;

- (i) if at any time, in default under this agreement, the Owner, in the City's opinion, fails to perform its obligations as required hereby to rehabilitate and conserve the Heritage Building and fails to rectify any such default within thirty (30) days, or within such other longer time as the City may explicitly permit, after notice from the City to so rectify such default, the City, on the Owner's behalf and at the Owner's expense, may, but will be under not be obligated to, rectify the Owner's default; and
- (j) the Owner acknowledges and agrees that, notwithstanding that this agreement and the Heritage Designation will result in restrictions with respect to the future use and development and therefore may affect the value of the Lands, the Owner has received full and fair compensation therefor and the Owner hereby waives and renounces any and all claims for any further or other compensation by reason of this agreement and/or the Heritage Designation and acknowledges and agrees that the requirements of Section 595(1) of the *Vancouver Charter* have been fully satisfied, and the Owner hereby releases the City and its officials, officers, employees and agents from any liability for any loss, injury, damage or expense of any kind the Owner may suffer, incur or experience and the Owner will indemnify the City for any loss, injury, damage or expense the City may incur, suffer or experience and for any complaint, demand, claim, action, suit or judgment for any loss, injury, damage or expense anyone else may suffer, incur or experience arising out of or in any way connected this agreement and/or the Heritage Designation. The release and promise of indemnification contained in this paragraph will survive discharge and termination of this agreement.

ARTICLE 3 LETTER OF CREDIT

3.1 Notwithstanding the occupancy restrictions set out above in respect of the Heritage Building and the New Building, the City may, in its discretion, issue occupancy permits therefor

and, on that basis, one or both of them may be occupied prior to the time that the Rehabilitation Work is completed in accordance herewith, provided:

- (a) the Owner duly applies to the City for any and all occupancy permits required therefor and pays all fees required therefor;
- (b) this agreement has been fully registered in the Land Title Office to the City's satisfaction;
- (c) the City has issued a building permit and/or heritage alteration permit in respect of the Rehabilitation Work;
- (d) all legal requirements for occupancy of the Heritage Building or the New Building have been fulfilled;
- (e) the Owner has delivered to the City, in all respects to the City's satisfaction, a letter of credit in the amount equal to one hundred and twenty percent (120%) of the then estimated cost to complete the Rehabilitation Work, with such estimate to be made in writing by the Consultant and explicitly accepted in writing by the City;
- (f) the Owner, at the time of application for any such occupancy permits, is not, in the City's opinion, in breach of any of its obligations under this agreement or any other agreement between the City and the Owner with respect to the Heritage Building, the New Building and/or the Lands; and
- (g) the City, in its opinion, is satisfied that the Rehabilitation Work is being carried out diligently.

3.2 All letters of credit required under this Article will be issued by a Schedule I Canadian chartered bank or other financial institution acceptable to the City's Director of Legal Services and will be unconditional, irrevocable and self-renewing and otherwise in a form and content which is acceptable to the City and will be provided for a period of one (1) year with a provision for an automatic renewal or extension without amendment from year to year.

3.3 The City may call upon the letter or letters of credit provided to it pursuant to the preceding paragraphs herein and apply the proceeds therefrom for any purpose and in any manner it may choose in connection with the Rehabilitation Work, if:

- (a) the bank issuing the letter of credit refuses to extend or renew the expiry date of the letter of credit;
- (b) the Owner becomes insolvent or commits any act of bankruptcy or becomes bankrupt or takes the benefit of any act or legislation that may be enforced for bankrupt or insolvent debtors;
- (c) the Owner, in the City's opinion, has not been diligently carrying out the Rehabilitation Work; or

- (d) the City in any way undertakes all or any part of the Rehabilitation Work pursuant to this agreement.

3.4 Within a reasonable time of the Owner's request after completion of the Rehabilitation Work in accordance with this agreement, the City will, as the case may be, return to its issuer any letter of credit provided to the City hereunder or, if the City has called upon the letter of credit, deliver to the Owner any remaining balance therefrom.

ARTICLE 4

SECTION 219 COVENANT - NO SEPARATE SALE

4.1 Pursuant to Section 219 of the *Land Title Act*, the Owner covenants and agrees, as a covenant and agreement running with, charging and binding the Lands, that no portion of the Lands will at any time be sold separately from any other portion of the Lands and that all of the Lands will be owned at all times by the same person or persons.

4.2 Within a reasonable time of the Owner's request after the Rehabilitation Work has been completed in accordance with this agreement, the City, at the Owner's expense, will discharge from title to the Lands the Section 219 covenant contained in this Article 4.

ARTICLE 5

STATUTORY RIGHT OF WAY

5.1 Pursuant to Section 218 of the *Land Title Act*, the Owner hereby grants to the City, effective at all times from and after the date upon which the City issues the Development Permit, a statutory right of way to enter, be and move about on the Lands:

- (a) to install, maintain, repair and replace on the exterior of the Heritage Building or at the perimeter of the Lands, at the City's expense, and in consultation with the Owner as to location, a commemorative plaque; and
- (b) in the event the Owner, in the City's opinion, is in default of any of its obligations under this agreement to rehabilitate and conserve the Heritage Building, to carry out any such obligations of the Owner hereunder as the City may choose.

5.2 The statutory right of way granted in the preceding paragraph is necessary for the operation and maintenance of the City's undertaking.

5.3 Notwithstanding any other provision of this agreement, nothing herein obligates the City to exercise any of the rights granted to it by way of the statutory right of way contained herein.

ARTICLE 6

DEBTS OWED TO CITY

6.1 If the City, pursuant to this agreement, enters upon the Lands or any of them to perform any of the Owner's obligations hereunder to carry out the Rehabilitation Work or to conserve, repair or replace or replicate the Heritage Building:

- (a) there will be no express or implied warranties as to the quality of any work the City may so carry out or the suitability of the materials for the purposes for which they are put; and
- (b) the Owner will pay to the City, forthwith on demand, to the extent the City has not taken payment for such costs from any letters of credit provided to the City hereunder, as reimbursement for expenses incurred, the full amount of all costs the City incurs to carry out work to rehabilitate, conserve, repair or replace the Heritage Building, plus twenty percent (20%) of such costs as fair compensation for the City's overhead, and any such amounts the Owner does not pay or fails to pay to the City forthwith on demand will bear interest, until paid in full, at the prime lending rate at the Bank of Montreal's main branch in the City of Vancouver, plus three percent (3%), calculated monthly and not in advance.

ARTICLE 7 EQUITABLE CHARGE

7.1 The Owner hereby grants to the City an Equitable Charge over the Lands, which charge will run with, charge and bind the Lands, for the payment of all sums (including all interest thereon) which may at any time be payable by the Owner to the City under the terms of this agreement or otherwise at law.

7.2 The Equitable Charge the Owner has granted to the City herein may be enforced by the appointment of a receiver for the sale of the Lands.

ARTICLE 8 BY-LAW VARIATIONS

8.1 Subdivision By-law - If the Lands are consolidated so as to create a single parcel upon which both the New Building and the Heritage Building will be located, or the Lands are consolidated and then subdivided so as to create two new parcels, one parcel upon which the New Building will be located and a separate parcel upon which the Heritage Building is located, then, upon the deposit of a plan of such consolidation or a plan of such consolidation and subdivision, Sections 9.1, 9.3, 9.4, 9.5, 9.8, 9.9 and 9.10 of the Subdivision By-law shall not apply to the Lands, EXCEPT THAT any advice from the Chief Building Official with respect to the Vancouver Building By-law shall be considered by the Approving Officer, who may refuse to approve the subdivision if, in the Approving Officer's opinion, the existing buildings, after subdivision, do not comply with the provisions of the Vancouver Building By-law.

8.2 Zoning & Development By-law - The C-2C District Schedule to the Zoning & Development By-law is hereby varied as follows for the Lands, for purposes of the Development

- (a) Section 3.2.C is varied so that the Heritage Building may be used only for Theatre use, including both live acts and film, and any customarily ancillary retail and office space use;
- (b) Section 3.3.3 shall not apply to any ancillary office use of the Heritage Building;

- (c) Section 4.2 shall not apply to the Heritage Building;
- (d) Section 4.3 is varied to permit a maximum building height of 23.1 metres (75.8 feet) for the New Building, to the top of the rooftop stair access, and a maximum building height of 9.4 metres (30.9 feet) for the Heritage Building, and further section 4.3.1 shall not apply;
- (e) Section 4.4 shall not apply to the Heritage Building;
- (f) Section 4.6 shall not apply;
- (g) Section 4.7 is varied to permit a maximum floor area of 680 m² (7,320 f²) for the Heritage Building and a maximum floor area of 4,285 m² (46,106 f²) for the New Building, with the total combined floor area for all buildings on the Lands not to exceed of 4,972 m² (53,500 f²), which is approximately a floor space ratio of 3.19 based on the total area of the Lands, which is approximately 1,557 m² (16,750 f²);
- (h) Section 4.7.3(a) is varied such that the Director of Planning may consider balcony exclusions up to an amount equal to 12% of the provided floor area, provided the Director of Planning is satisfied with the impact on massing and shadowing created by such additional balcony area; and
- (i) Section 4.7.4(a)(i) is varied such that the total amount of floor area excluded for all open and enclosed balconies or sundecks is equal to the amount approved under Section 4.7.3(a).

ARTICLE 9 SUBDIVISION

9.1 Subdivision. If the Lands are subdivided at any time hereafter either under the provisions of the *Land Title Act* or under the *Strata Property Act* or under other similar legislation enacted from time to time then upon the deposit of a plan of subdivision, strata plan, or similar plan as the case may be:

- (a) subject to Section 9.2 herein, the rights and benefits of this agreement herein granted will be annexed to and run with each of the new parcels, lots, or other subdivided parcels and areas so created; and
- (b) subject to Section 9.3 herein, the burdens, obligations, covenant, statutory right of way and Equitable Charge contained in this agreement will continue to charge each of the new parcels, lots, or other subdivided parcels and areas so created.

9.2 Subdivision by Strata Plan. If the Lands, or any portion thereof, are subdivided by a strata plan then, subject to Section 9.3 herein, this agreement will charge title to the strata lots and the common property comprising such strata plan and:

- (a) the Section 219 Covenant and obligations therein and the Statutory Right of Way and Equitable Charge granted herein will be registered against each individual strata lot and noted on the common property sheet;
- (b) the strata corporation or the strata corporations created will perform and observe the Owner's covenants in this agreement, solely at the expense of the strata lot owners; and
- (c) the liability of each strata lot owner for the performance and observance of the Owner's covenants herein will be in proportion to the unit entitlement of his, her or its strata lot as established by the strata plan,

provided that, if the Lands are first subdivided by air space plan and then one or more of these parcels are further subdivided by strata plan, the easements and covenants registered concurrently with the air space plan may designate the air space parcel or the remainder, and therefore the strata corporation, responsible to perform and observe the Owner's covenants in this agreement.

9.3 Should the Lands be subdivided pursuant to the *Land Title Act* to create a parcel in which only the New Building is located, then at the Owner's request after the Rehabilitation Work has been completed in accordance with this agreement, the City, at the Owner's expense, will discharge from title to the newly created parcel containing only the New Building, the Section 219 Covenants, the Statutory Right of Way and the Equitable Charge contained in this agreement and will request of the Registrar of the Land Title Office that all legal notations referring to this agreement and the Heritage Designation be removed from title to the parcel containing only the New Building, provided that, if the owner of that parcel which contains only the New Building wishes to retain the variances granted under Article 8, of this agreement, then this agreement for such parcel, including the variances granted for that parcel, will be retained on title to that parcel, however, the City acknowledges and agrees that the ongoing covenants herein with respect to maintenance of the Heritage Building and the Equitable Charge in Article 7 herein will not apply to that newly created parcel which contains only the New Building. For certainty, nothing in this Agreement shall be interpreted to mean that the City is obligated to approve an application for a subdivision of the Lands under the *Land Title Act*.

9.4 The Owner hereby acknowledges and agrees that for the purposes of Section 592(4) of the *Vancouver Charter*, following such a subdivision, the Owner of the parcel that contains only the New Building may seek to amend this agreement as registered on title to that parcel without the consent or approval of the owner of the parcel which contains the Heritage Building.

ARTICLE 10 NOTICES

10.1 Any notice, request or communication required or permitted to be given hereunder will be in writing and will be deemed to have been duly given if delivered to the party or mailed in Canada by prepaid registered post addressed to the party as follows:

- (a) if to the Owner, to the Owner's address as shown in the Land Title Office records; and

(b) if to the City:

City of Vancouver
453 West 12th Avenue
Vancouver, BC V5Y 1V4

Attention: City Clerk and Director of Legal Services,

or to such other address in Canada as any party may specify in writing to the other parties, provided that if and when the owner of the Lands or any part thereof should change, then to the address as set out in the State of Title Certificate for the Lands or such part thereof, and such notice will be deemed to have been received, if delivered, on the date of delivery, and if mailed as aforesaid within Canada then on the third (3rd) business day following its mailing, provided that if mailed, should there be between the time of the mailing and the actual receipt of the notice, a mail strike, slowdown or other labour dispute which might affect delivery of such notice, then such notice will only be effective if and when actually delivered.

ARTICLE 11 GENERAL

11.1 Joint and Several Liability. If the Owner is more than one party, such parties shall be jointly and severally liable to the City for the performance and observance of the Owner's obligations in this agreement.

11.2 Priority of Registration. The Owner, at his, her or its expense, after execution of this agreement, shall do or cause to be done all things and acts necessary to ensure that this agreement is registered against title to the Lands with priority over all other encumbrances on title to the Lands as the City may require.

11.3 Perfection of Intention. The parties hereto will do such things and execute such further and other documents and instruments and do such further and other acts as may be reasonably necessary to implement and carry out the provisions and intent of this agreement and to ensure timely and effective registration in the Land Title Office.

11.4 Waiver. No failure on the part of the City to exercise and no delay in exercising any right under this agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.

11.5 Time of Essence. Time will be of the essence in respect of this agreement.

11.6 Enurement. This agreement shall enure to the benefit of and be binding upon the Owner and its successors and trustees, and this agreement shall charge and run with the Lands and with any parcel, lot or part into which the Lands may be subdivided or consolidated and shall enure to

the benefit of and be binding upon the Owner's successors in title and trustees and successors and all parties claiming through such owners.

11.7 City's Other Rights and Obligations. Nothing contained or implied in this agreement will derogate from the obligations of the Owner under any other agreement with the City or prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* and the rights, powers, duties and obligations of the City under all other laws, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this agreement had not been executed and delivered by the Owner and the City.

11.8 Headings. The division of this agreement into articles, sections and paragraphs and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this agreement.

11.9 Number. Words contained herein importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.

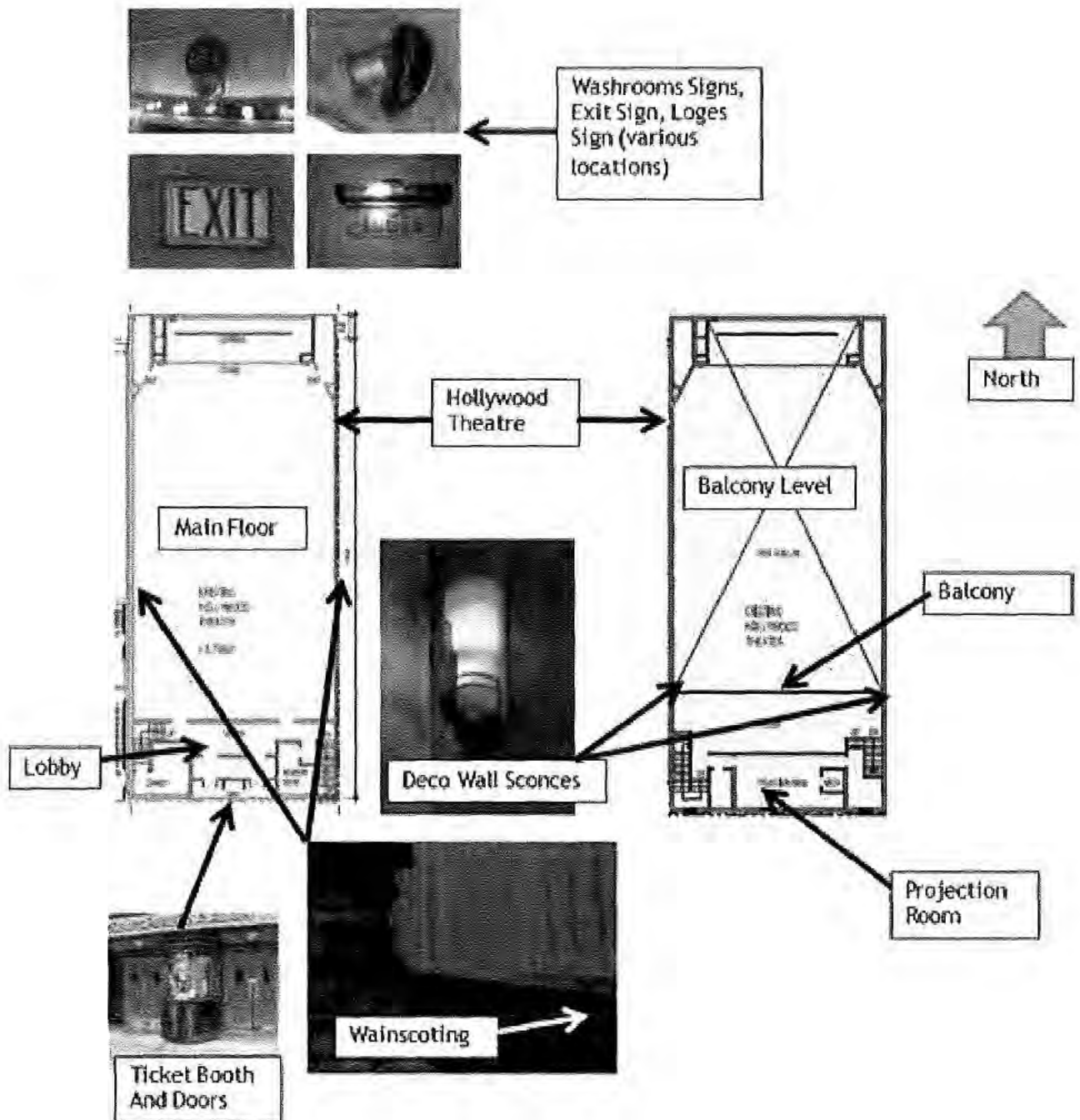
11.10 Governing Law. This agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

11.11 Severability. All provisions of this agreement are severable in that if any court or other lawful authority having jurisdiction to decide the matter finds for any reason that one or more of them is void or unenforceable, then such void or unenforceable provisions will be severed from this agreement and all other provisions herein will continue to be binding and enforceable.

11.12 City Approvals. In this agreement, where City "approval", "acceptance", "consent" or similar authorization or agreement is required, unless provided for otherwise in this agreement, such "approval", "acceptance", "consent" or similar City agreement or authority must be provided in writing, by the City departments, employees, officers or designates, as the case may be, that are authorized to provide such "approval", "acceptance", "consent" or similar authorization or agreement. Any purported "approval", "acceptance" "consent" or similar authorization or agreement provided by a City department, employee, officer or designate, as the case may be, that is not authorized to provide the same, shall be of no force or effect.

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

APPENDIX A



CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **“Existing Charges”** means the Mortgage registered under number CA3574502 and the Assignment of Rents registered under number CA3574503;
- (b) **“Existing Chargeholder”** means the CANADIAN WESTERN BANK;
- (c) **“New Charges”** means the Section 219 Covenants, the Statutory Right of Way and the Equitable Charge and contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument - Part 2.

For ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (a) consents to the Owner granting the New Charges to the City; and
- (b) agrees with the City that the New Charges charge the Lands in priority to the Existing Charges in the same manner and to the same effect as if the Owner had granted the New Charges, and they had been registered against title to the Lands, prior to the grant or registration of the Existing Charges or the advance of any money under the Existing Charges.

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

END OF DOCUMENT

LAND TITLE ACT
FORM C (Section 233) CHARGE

Dec-21-2018 15:19:25.002

CA7268756 CA7268763

GENERAL INSTRUMENT - PART 1 Province of British Columbia

UNLOCK

1529346970 PAGE 1 OF 21 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

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

Import Profile

Joanna Track, Solicitor

City of Vancouver

453 West 12th Avenue

Vancouver

BC V5Y 1V4

LTO Client number: 10647

Phone number: 604-873-7513

Matter number: LS-18-01528-001

Document Fees: \$572.64

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES ☐

Pick up STC?

Use 30 Parcel Schedule

Use 3 Parcel Schedule

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Use Schedule

SEE SCHEDULE

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) ☐ Filed Standard Charge Terms D.F. No.(b) ☒ Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

Use Schedule

4184 INVESTMENTS LTD. (INCORPORATION NO. BC0559518)

CANADIAN WESTERN BANK, AS TO PRIORITY

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

Use Schedule

CITY OF VANCOUVER

453 WEST 12TH AVENUE

VANCOUVER

BRITISH COLUMBIA

V5Y AV4

CANADA

Joint Tenants?

7. ADDITIONAL OR MODIFIED TERMS:

Use Schedule

N/A

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

Execution Date

Transferor(s) Signature(s)

BARBARA VANDERBURGH

Barrister & Solicitor

Fasken Martineau DuMoulin LLP

2900 - 550 Burrard Street

Vancouver, BC V6C 0A3

604 631 4937

Y	M	D
18	06	18

4184 INVESTMENTS LTD. by its
authorized signatory(ies):

Print Name: C. Dino Bonnis

Print Name:

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act, R.S.B.C. 1996, c.250, in relation to this instrument.

More Signatures

**LAND TITLE ACT
FORM D**
EXECUTIONS CONTINUED

PAGE 2 of 21 PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

KEVIN MALCOLM DE LA MARE

Y	M	D
18	06	18

 CANADIAN WESTERN BANK by its
authorized signatory(ies):

A Commissioner for Taking Affidavits for British Columbia

 22nd Floor 666 Burrard Street
Vancouver, B.C. V6C 2X8
Expires August 31, 2020

Print Name: Liam Lamont

Print Name: Andrew Butler

JOANNA TRACK

18	12	21
----	----	----

 CITY OF VANCOUVER by its
authorized signatory:

Solicitor

 453 West 12th Avenue
Vancouver, B.C. V5Y 1V4

Heidi Granger

OFFICER CERTIFICATION:

 Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act*, R.S.B.C. 1996, c.261, as they apply to the execution of this instrument.

More Signatures

LAND TITLE ACT
FORM E

SCHEDULE

PAGE 3 OF 21 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

006-767-966**LOT H BLOCK 54 DISTRICT LOT 540 PLAN 20212****No PID NMBR**

STC?

YES ☐**Pick up STC?**

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

015-450-384**LOT 9, EXCEPT PART IN PLAN 4166, BLOCK 54 DISTRICT LOT 540 PLAN 229****No PID NMBR**

STC?

YES ☐**Pick up STC?**

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

015-450-414**THE EAST ½ OF LOT 10, EXCEPT THE NORTH 5 FEET, NOW LANE, AND
PART IN PLAN 4166, BLOCK 54 DISTRICT LOT 540 PLAN 229****No PID NMBR**

STC?

YES ☐**Pick up STC?**

**LAND TITLE ACT
FORM E****SCHEDULE**

PAGE 4 OF 21 PAGES

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Section 219 Covenant Article 2, pages 10-12
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		granting the above Section 219 Covenant priority over Mortgage CA3574502 and Assignment of Rents CA3574503 Page 21
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Section 219 Covenant Article 4, page 14
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		granting the above Section 219 Covenant priority over Mortgage CA3574502 and Assignment of Rents CA3574503 Page 21
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Statutory Right of Way		Article 5, page 14
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		granting the above Statutory Right of Way priority over Mortgage CA3574502 and Assignment of Rents CA3574503 Page 21

**LAND TITLE ACT
FORM E****SCHEDULE**

PAGE 5 OF 21 PAGES

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Equitable Charge

Article 7, page 15

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Priority Agreement

granting the above Equitable Charge priority over
Mortgage CA3574502 and Assignment of Rents
CA3574503

Page 21

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

TERMS OF INSTRUMENT - PART 2
HERITAGE REVITALIZATION AGREEMENT

WHEREAS:

A. The Owner (as herein defined) is the registered owner of those parcels of land in the City of Vancouver with civic addresses and legal descriptions as follows:

(i) 3123/3129 West Broadway, legally described as:

PID: 006-767-966

Lot H Block 54 District Lot 540 Plan 20212 ("**Lot H**");

(ii) 3133/3135 West Broadway, legally described as:

PID: 015-450-384

Lot 9, Except Part in Plan 4166, Block 54 District Lot 540 Plan 229 ("**Lot 9**");

and

(iii) 3141/3143 West Broadway, legally described as:

PID: 015-450-414

The East ½ of Lot 10, Except the North 5 Feet, Now Lane, and Part in Plan 4166, Block 54 District Lot 540 Plan 229 ("**East ½ Lot 10**"),

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

B. There is a building situated on Lot H, known as the "Hollywood Theatre", which is listed on the Vancouver Heritage Register in the 'B' evaluation category and is considered to be of heritage value (the "**Heritage Building**").

C. The Owner wishes to develop the Lands by:

(i) rehabilitating the Heritage Building;

(ii) constructing on the Lands, to the west of the Heritage Building, a new six-storey mixed-use building containing approximately forty (40) Dwelling Units and commercial units on the ground floor (the "**New Building**");

(iii) limiting the use of the Heritage Building to theatre use only and entering into a Community Use Agreement with the City to secure access to the Heritage Building for local non-profit arts and cultural purposes; and

(iv) either:

(a) consolidating the Lands pursuant to the provisions of the *Land Title Act* to create a single parcel upon which both the New Building and the Heritage Building will be located;

- (b) consolidating Lot 9 and the East ½ of Lot 10 pursuant to the provisions of the *Land Title Act* to create a single parcel upon which the New Building will be located, with the Heritage Building continuing to be located on existing Lot H;
- (c) consolidating and subdividing the Lands pursuant to the provisions of the *Land Title Act* to create two new parcels, one parcel upon which the New Building will be located and a separate parcel upon which the Heritage Building is located,

PROVIDED only one of the above options be undertaken;

and under development permit application No. DP-2018-00039 (the “**DP Application**”) has applied to the City for a development permit for that purpose.

- D. The Owner proposes that, in exchange for a number of variances to the City of Vancouver Zoning & Development By-law and the Subdivision By-law needed for the proposed project as contemplated under the DP Application, the Owner will enter into this heritage revitalization agreement with respect to the Lands and will accept the designation of the Heritage Features (more particularly described in Section 1.1(n)) as protected heritage property under the provisions of the *Vancouver Charter*.

THEREFORE, pursuant to Section 592 of the *Vancouver Charter*, and in consideration of the payment ten dollars (\$10.00) by the City to the Owner, the mutual obligations and benefits given herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 DEFINITIONS

1.1 **Definitions.** In this agreement, unless explicitly used differently elsewhere herein, the terms defined in this section have the meanings given to them here:

- (a) “**Approving Officer**” means the person acting as Approving Officer for the City pursuant to the *Land Title Act*, and any employee of the City acting as the nominee or agent of that person in connection with this agreement;
- (b) “**Chief Building Official**” means the person appointed as the Chief Building Inspector by Vancouver City Council pursuant to the provisions of the *Vancouver Charter*, as amended, and any employee of the City acting as the nominee or agent of that person in connection with this agreement;
- (c) “**City**” means the municipality of the City of Vancouver continued under the *Vancouver Charter* and “**City of Vancouver**” means its geographic location and area;
- (d) “**Conservation Plan**” means a written plan and guidelines prepared by and/or under the supervision of a Heritage Consultant and explicitly accepted by the City

for the rehabilitation and conservation of the Heritage Building as provided for hereunder;

- (e) **"Development"** means the proposed development project as described above in Recital C, all pursuant to the DP Application;
- (f) **"Development Permit"** means any development permit(s) issued by the City pursuant to the DP Application in respect of the Development, as such permit(s) may be modified or amended from time to time, including, without limitation, all final reports, plans, drawings and specifications relating thereto and any amendments thereof;
- (g) **"Director of Legal Services"** means the City's Director of Legal Services or his or her designate;
- (h) **"DP Application"** has the meaning given above in Recital C;
- (i) **"Dwelling Unit"** has the meaning given under the *Zoning & Development By-law*;
- (j) **"General Manager of Planning, Urban Design, and Sustainability"** means the City's General Manager of Planning, Urban Design, and Sustainability appointed under the provisions of the *Vancouver Charter*;
- (k) **"Heritage Building"** has the meaning given above in Recital B;
- (l) **"Heritage Consultant"** means an independent, heritage building rehabilitation and conservation expert, knowledgeable and experienced in and duly qualified for planning and supervising rehabilitation and conservation work for heritage buildings;
- (m) **"Heritage Designation"** means the City's designation of the Heritage Features as protected heritage property pursuant to section 593 of the *Vancouver Charter*;
- (n) **"Heritage Features"** means, with respect to the Heritage Building:
 - (i) all exterior finishes and structure, including, but not limited to:
 - (A) all signage and marquee hardware and structures facing West Broadway,
 - (B) ticket kiosk and glazing, and
 - (C) doors, door hardware and windows/storefronts including glazing; and
 - (ii) the following interior features:
 - (A) balcony, projection room and ceiling structures,

- (B) original wall wainscoting in main theatre area and coved ceiling in lobby,
- (C) original deco 'blue and red' wall sconces,
- (D) original 'Men' and 'Ladies' washroom signs, and
- (E) original 'Exit' and 'Loges' signs,

certain of which are shown identified in Appendix A attached hereto;

- (o) "**Lands**" has the meaning given above in Recital A and includes any other parcels of land into which the Lands may at any time in any way be consolidated or subdivided;
- (p) "**Land Title Act**" means the *Land Title Act*, R.S.B.C. 1996, c.250;
- (q) "**New Building**" has the meaning given above in Recital C;
- (r) "**Owner**" means the registered owner or owners of the Lands and the successors and assigns thereof and, without limitation, if the Lands are subdivided by way of a strata plan under the *Strata Property Act* of British Columbia, then "Owner" includes the strata corporation thereby created;
- (s) "**rehabilitate**" and "**rehabilitation**" mean the planning and carrying out of restoration, rehabilitation, construction and conservation work to restore, upgrade, improve and conserve the structure, support and heritage characteristics and features of a heritage building or real property heritage feature so as to revitalize it and extend its life and use as such;
- (t) "**Rehabilitation Work**" has the meaning given below herein;
- (u) "**Strata Property Act**" means the *Strata Property Act*, S.B.C. 1998, c.43;
- (v) "**Subdivision By-law**" means the City's Subdivision By-law No. 5208 and any amendments thereto and replacements thereof;
- (w) "**Vancouver Charter**" means the *Vancouver Charter*, S.B.C. 1953, c.55, as amended from time to time, and any and all replacements thereof or any statute enacted in substitution thereof and all regulations applicable thereto and any amendments, replacements and substitutions thereof;
- (x) "**Vancouver Building By-law**" means the City's Building By-law No. 10908 and any amendments thereto and replacements thereof;
- (y) "**Zoning & Development By-law**" means the City's Zoning & Development By-law No. 3575 and any amendments thereto and replacements thereof.

ARTICLE 2
SECTION 219 COVENANT
REHABILITATION AND CONSERVATION OF HERITAGE BUILDING

2.1 Pursuant to Section 219 of the *Land Title Act*, the Owner covenants and agrees, as a covenant and agreement running with, charging and binding the Lands, that:

- (a) the Owner, at the Owner's expense, and to the satisfaction of the General Manager of Planning, Urban Design, and Sustainability:
 - (i) within thirty-six (36) months after the later of the date upon which the City's Council enacts the by-law to effect the Heritage Designation and the date of registration of this agreement, or such other effective date as may be agreed upon to the satisfaction of the General Manager of Planning, Urban Design, and Sustainability and the Director of Legal Services, but in any event by no later than forty-eight (48) months after the date upon which this covenant is registered on title to the Lands, shall rehabilitate or cause the rehabilitation of the Heritage Building and shall do so in accordance with this agreement, the Development Permit and the Conservation Plan (the "**Rehabilitation Work**");
 - (ii) shall ensure that a Heritage Consultant supervises the Rehabilitation Work;
 - (iii) shall ensure that, at all times during the carrying out of the Rehabilitation Work, the Heritage Building is secure from vandalism and occupation by squatters; and
 - (iv) on completion of the Rehabilitation Work as required by this agreement, shall cause a Heritage Consultant to submit to the General Manager of Planning, Urban Design, and Sustainability, a signed statement stating explicitly that the Rehabilitation Work has been completed in accordance with the Conservation Plan;
- (b) nobody will in any way use or occupy either the Heritage Building or the New Building or any part thereof and nobody will apply for or take any other action to compel the City, and, notwithstanding that either the Heritage Building or the New Building may be ready for occupancy, the City will be under no obligation to issue any occupancy permit for either the Heritage Building or the New Building, or any part thereof, at any time after this agreement is registered on title to the Lands, until:
 - (i) the Rehabilitation Work has been completed in accordance herewith;
 - (ii) the Owner, as required above herein, has submitted or caused to be submitted to the General Manager of Planning, Urban Design, and Sustainability a signed written statement prepared by a Heritage Consultant stating explicitly that the Rehabilitation Work has been completed in accordance with the Conservation Plan; and

- (iii) the City has given the Owner a written notice or confirmation by which the City explicitly accepts or confirms its acceptance that the Rehabilitation Work has been completed in accordance herewith;
- (c) the City may revoke at any time any occupancy permit(s) issued for either the Heritage Building or the New Building prior to completion of the Rehabilitation Work, unless such occupancy permit(s) was obtained in accordance with this agreement, and in such circumstances the Owner, on reasonable notice from the City, will ensure that anyone occupying any part of any such building vacates it immediately on such revocation of occupancy permit(s), and if anyone continues to occupy any portion of any part of either the Heritage Building or the New Building in contravention of such revocation, this agreement and any applicable City bylaws, the City, at the Owner's expense, may pursue all remedies available to it, including, without limitation, injunctive relief, to ensure that either the Heritage Building or the New Building, as the case may be, is vacated and unoccupied in accordance with this agreement;
- (d) after completion of the Rehabilitation Work in accordance herewith, the Owner, at the Owner's expense, will do all things reasonably necessary to conserve the Heritage Building as rehabilitated and, in any event, keep it in good condition in all respects at all times;
- (e) at all times after and while this agreement is registered on title to the Lands, the Owner, at the Owner's expense, shall keep the Heritage Building insured to full replacement value against all perils, including, without limitation, damage or destruction by earthquake;
- (f) except for maintenance and repair work, the Owner will not and will not suffer or permit anyone else to do anything at any time to renovate, alter, modify or reconfigure or that will result in any alteration, modification or reconfiguration of the Heritage Building in any way except as may be permitted or required by this agreement, the Conservation Plan and/or any development and/or heritage alteration permits issued by the City;
- (g) the Owner shall not at any time and shall not suffer or permit anyone else to at any time do anything that will obscure, deface or remove in any way any heritage related commemorative plaque the City, at its expense, may attach to the Heritage Building or the Lands pursuant to the statutory right of way granted to pursuant to Article 4 hereof;
- (h) if at any time for any reason the Heritage Building is damaged in any way or destroyed, the Owner, at the Owner's expense, and to the City's satisfaction, shall repair it or replace it with a replica building, except that if the Owner *bona fide* believes that to do so would be uneconomical, in which case, and if for that reason the Owner wishes to demolish it as damaged or wishes not to replicate it, as the case may be, the Owner, at the Owner's expense, and in consultation with and to the satisfaction of the City, will prepare an economic analysis therefor, but taking into consideration only land related economic factors, such as, for example, but

without limitation, the estimated cost to repair or replicate the Heritage Building, as the case may be, the anticipated market value of the repaired or replicated building, the incentives given by the City for this agreement and the Heritage Designation, the estimated value of the Lands under the zoning otherwise applicable thereto, after which the City and the Owner, together, on the basis of that analysis, will determine whether in the circumstances it would be uneconomical to repair or replicate the Heritage Building, failing which the matter in all respects will be determined by arbitration by a single arbitrator in Vancouver, British Columbia, in accordance with the provisions of the *Arbitration Act*, RSBC 1996 c. 55, and if the Owner and the City agree or if in arbitration it is determined that it would be uneconomical for the Owner to be required to repair or replicate the Heritage Building, then, by explicit written notification, the City will consent to the Owner's wish to not repair or replicate the Heritage Building and will discharge this agreement from title to the Lands and the Owner may request of the City's Mayor and Council that the Heritage Designation be cancelled;

- (i) if at any time, in default under this agreement, the Owner, in the City's opinion, fails to perform its obligations as required hereby to rehabilitate and conserve the Heritage Building and fails to rectify any such default within thirty (30) days, or within such other longer time as the City may explicitly permit, after notice from the City to so rectify such default, the City, on the Owner's behalf and at the Owner's expense, may, but will be under not be obligated to, rectify the Owner's default; and
- (j) the Owner acknowledges and agrees that, notwithstanding that this agreement and the Heritage Designation will result in restrictions with respect to the future use and development and therefore may affect the value of the Lands, the Owner has received full and fair compensation therefor and the Owner hereby waives and renounces any and all claims for any further or other compensation by reason of this agreement and/or the Heritage Designation and acknowledges and agrees that the requirements of Section 595(1) of the *Vancouver Charter* have been fully satisfied, and the Owner hereby releases the City and its officials, officers, employees and agents from any liability for any loss, injury, damage or expense of any kind the Owner may suffer, incur or experience and the Owner will indemnify the City for any loss, injury, damage or expense the City may incur, suffer or experience and for any complaint, demand, claim, action, suit or judgment for any loss, injury, damage or expense anyone else may suffer, incur or experience arising out of or in any way connected this agreement and/or the Heritage Designation. The release and promise of indemnification contained in this paragraph will survive discharge and termination of this agreement.

ARTICLE 3 LETTER OF CREDIT

3.1 Notwithstanding the occupancy restrictions set out above in respect of the Heritage Building and the New Building, the City may, in its discretion, issue occupancy permits therefor

and, on that basis, one or both of them may be occupied prior to the time that the Rehabilitation Work is completed in accordance herewith, provided:

- (a) the Owner duly applies to the City for any and all occupancy permits required therefor and pays all fees required therefor;
- (b) this agreement has been fully registered in the Land Title Office to the City's satisfaction;
- (c) the City has issued a building permit and/or heritage alteration permit in respect of the Rehabilitation Work;
- (d) all legal requirements for occupancy of the Heritage Building or the New Building have been fulfilled;
- (e) the Owner has delivered to the City, in all respects to the City's satisfaction, a letter of credit in the amount equal to one hundred and twenty percent (120%) of the then estimated cost to complete the Rehabilitation Work, with such estimate to be made in writing by the Consultant and explicitly accepted in writing by the City;
- (f) the Owner, at the time of application for any such occupancy permits, is not, in the City's opinion, in breach of any of its obligations under this agreement or any other agreement between the City and the Owner with respect to the Heritage Building, the New Building and/or the Lands; and
- (g) the City, in its opinion, is satisfied that the Rehabilitation Work is being carried out diligently.

3.2 All letters of credit required under this Article will be issued by a Schedule I Canadian chartered bank or other financial institution acceptable to the City's Director of Legal Services and will be unconditional, irrevocable and self-renewing and otherwise in a form and content which is acceptable to the City and will be provided for a period of one (1) year with a provision for an automatic renewal or extension without amendment from year to year.

3.3 The City may call upon the letter or letters of credit provided to it pursuant to the preceding paragraphs herein and apply the proceeds therefrom for any purpose and in any manner it may choose in connection with the Rehabilitation Work, if:

- (a) the bank issuing the letter of credit refuses to extend or renew the expiry date of the letter of credit;
- (b) the Owner becomes insolvent or commits any act of bankruptcy or becomes bankrupt or takes the benefit of any act or legislation that may be enforced for bankrupt or insolvent debtors;
- (c) the Owner, in the City's opinion, has not been diligently carrying out the Rehabilitation Work; or

- (d) the City in any way undertakes all or any part of the Rehabilitation Work pursuant to this agreement.

3.4 Within a reasonable time of the Owner's request after completion of the Rehabilitation Work in accordance with this agreement, the City will, as the case may be, return to its issuer any letter of credit provided to the City hereunder or, if the City has called upon the letter of credit, deliver to the Owner any remaining balance therefrom.

ARTICLE 4

SECTION 219 COVENANT - NO SEPARATE SALE

4.1 Pursuant to Section 219 of the *Land Title Act*, the Owner covenants and agrees, as a covenant and agreement running with, charging and binding the Lands, that no portion of the Lands will at any time be sold separately from any other portion of the Lands and that all of the Lands will be owned at all times by the same person or persons.

4.2 Within a reasonable time of the Owner's request after the Rehabilitation Work has been completed in accordance with this agreement, the City, at the Owner's expense, will discharge from title to the Lands the Section 219 covenant contained in this Article 4.

ARTICLE 5

STATUTORY RIGHT OF WAY

5.1 Pursuant to Section 218 of the *Land Title Act*, the Owner hereby grants to the City, effective at all times from and after the date upon which the City issues the Development Permit, a statutory right of way to enter, be and move about on the Lands:

- (a) to install, maintain, repair and replace on the exterior of the Heritage Building or at the perimeter of the Lands, at the City's expense, and in consultation with the Owner as to location, a commemorative plaque; and
- (b) in the event the Owner, in the City's opinion, is in default of any of its obligations under this agreement to rehabilitate and conserve the Heritage Building, to carry out any such obligations of the Owner hereunder as the City may choose.

5.2 The statutory right of way granted in the preceding paragraph is necessary for the operation and maintenance of the City's undertaking.

5.3 Notwithstanding any other provision of this agreement, nothing herein obligates the City to exercise any of the rights granted to it by way of the statutory right of way contained herein.

ARTICLE 6

DEBTS OWED TO CITY

6.1 If the City, pursuant to this agreement, enters upon the Lands or any of them to perform any of the Owner's obligations hereunder to carry out the Rehabilitation Work or to conserve, repair or replace or replicate the Heritage Building:

- (a) there will be no express or implied warranties as to the quality of any work the City may so carry out or the suitability of the materials for the purposes for which they are put; and
- (b) the Owner will pay to the City, forthwith on demand, to the extent the City has not taken payment for such costs from any letters of credit provided to the City hereunder, as reimbursement for expenses incurred, the full amount of all costs the City incurs to carry out work to rehabilitate, conserve, repair or replace the Heritage Building, plus twenty percent (20%) of such costs as fair compensation for the City's overhead, and any such amounts the Owner does not pay or fails to pay to the City forthwith on demand will bear interest, until paid in full, at the prime lending rate at the Bank of Montreal's main branch in the City of Vancouver, plus three percent (3%), calculated monthly and not in advance.

ARTICLE 7 EQUITABLE CHARGE

7.1 The Owner hereby grants to the City an Equitable Charge over the Lands, which charge will run with, charge and bind the Lands, for the payment of all sums (including all interest thereon) which may at any time be payable by the Owner to the City under the terms of this agreement or otherwise at law.

7.2 The Equitable Charge the Owner has granted to the City herein may be enforced by the appointment of a receiver for the sale of the Lands.

ARTICLE 8 BY-LAW VARIATIONS

8.1 Subdivision By-law - If the Lands are consolidated so as to create a single parcel upon which both the New Building and the Heritage Building will be located, or the Lands are consolidated and then subdivided so as to create two new parcels, one parcel upon which the New Building will be located and a separate parcel upon which the Heritage Building is located, then, upon the deposit of a plan of such consolidation or a plan of such consolidation and subdivision, Sections 9.1, 9.3, 9.4, 9.5, 9.8, 9.9 and 9.10 of the Subdivision By-law shall not apply to the Lands, EXCEPT THAT any advice from the Chief Building Official with respect to the Vancouver Building By-law shall be considered by the Approving Officer, who may refuse to approve the subdivision if, in the Approving Officer's opinion, the existing buildings, after subdivision, do not comply with the provisions of the Vancouver Building By-law.

8.2 Zoning & Development By-law - The C-2C District Schedule to the Zoning & Development By-law is hereby varied as follows for the Lands, for purposes of the Development

- (a) Section 3.2.C is varied so that the Heritage Building may be used only for Theatre use, including both live acts and film, and any customarily ancillary retail and office space use;
- (b) Section 3.3.3 shall not apply to any ancillary office use of the Heritage Building;

- (c) Section 4.2 shall not apply to the Heritage Building;
- (d) Section 4.3 is varied to permit a maximum building height of 23.1 metres (75.8 feet) for the New Building, to the top of the rooftop stair access, and a maximum building height of 9.4 metres (30.9 feet) for the Heritage Building, and further section 4.3.1 shall not apply;
- (e) Section 4.4 shall not apply to the Heritage Building;
- (f) Section 4.6 shall not apply;
- (g) Section 4.7 is varied to permit a maximum floor area of 680 m² (7,320 f²) for the Heritage Building and a maximum floor area of 4,285 m² (46,106 f²) for the New Building, with the total combined floor area for all buildings on the Lands not to exceed of 4,972 m² (53,500 f²), which is approximately a floor space ratio of 3.19 based on the total area of the Lands, which is approximately 1,557 m² (16,750 f²);
- (h) Section 4.7.3(a) is varied such that the Director of Planning may consider balcony exclusions up to an amount equal to 12% of the provided floor area, provided the Director of Planning is satisfied with the impact on massing and shadowing created by such additional balcony area; and
- (i) Section 4.7.4(a)(i) is varied such that the total amount of floor area excluded for all open and enclosed balconies or sun decks is equal to the amount approved under Section 4.7.3(a).

ARTICLE 9 SUBDIVISION

9.1 Subdivision. If the Lands are subdivided at any time hereafter either under the provisions of the *Land Title Act* or under the *Strata Property Act* or under other similar legislation enacted from time to time then upon the deposit of a plan of subdivision, strata plan, or similar plan as the case may be:

- (a) subject to Section 9.2 herein, the rights and benefits of this agreement herein granted will be annexed to and run with each of the new parcels, lots, or other subdivided parcels and areas so created; and
- (b) subject to Section 9.3 herein, the burdens, obligations, covenant, statutory right of way and Equitable Charge contained in this agreement will continue to charge each of the new parcels, lots, or other subdivided parcels and areas so created.

9.2 Subdivision by Strata Plan. If the Lands, or any portion thereof, are subdivided by a strata plan then, subject to Section 9.3 herein, this agreement will charge title to the strata lots and the common property comprising such strata plan and:

- (a) the Section 219 Covenant and obligations therein and the Statutory Right of Way and Equitable Charge granted herein will be registered against each individual strata lot and noted on the common property sheet;
- (b) the strata corporation or the strata corporations created will perform and observe the Owner's covenants in this agreement, solely at the expense of the strata lot owners; and
- (c) the liability of each strata lot owner for the performance and observance of the Owner's covenants herein will be in proportion to the unit entitlement of his, her or its strata lot as established by the strata plan,

provided that, if the Lands are first subdivided by air space plan and then one or more of these parcels are further subdivided by strata plan, the easements and covenants registered concurrently with the air space plan may designate the air space parcel or the remainder, and therefore the strata corporation, responsible to perform and observe the Owner's covenants in this agreement.

9.3 Should the Lands be subdivided pursuant to the *Land Title Act* to create a parcel in which only the New Building is located, then at the Owner's request after the Rehabilitation Work has been completed in accordance with this agreement, the City, at the Owner's expense, will discharge from title to the newly created parcel containing only the New Building, the Section 219 Covenants, the Statutory Right of Way and the Equitable Charge contained in this agreement and will request of the Registrar of the Land Title Office that all legal notations referring to this agreement and the Heritage Designation be removed from title to the parcel containing only the New Building, provided that, if the owner of that parcel which contains only the New Building wishes to retain the variances granted under Article 8, of this agreement, then this agreement for such parcel, including the variances granted for that parcel, will be retained on title to that parcel, however, the City acknowledges and agrees that the ongoing covenants herein with respect to maintenance of the Heritage Building and the Equitable Charge in Article 7 herein will not apply to that newly created parcel which contains only the New Building. For certainty, nothing in this Agreement shall be interpreted to mean that the City is obligated to approve an application for a subdivision of the Lands under the *Land Title Act*.

9.4 The Owner hereby acknowledges and agrees that for the purposes of Section 592(4) of the *Vancouver Charter*, following such a subdivision, the Owner of the parcel that contains only the New Building may seek to amend this agreement as registered on title to that parcel without the consent or approval of the owner of the parcel which contains the Heritage Building.

ARTICLE 10 NOTICES

10.1 Any notice, request or communication required or permitted to be given hereunder will be in writing and will be deemed to have been duly given if delivered to the party or mailed in Canada by prepaid registered post addressed to the party as follows:

- (a) if to the Owner, to the Owner's address as shown in the Land Title Office records;
and

(b) if to the City:

City of Vancouver
453 West 12th Avenue
Vancouver, BC V5Y 1V4

Attention: City Clerk and Director of Legal Services,

or to such other address in Canada as any party may specify in writing to the other parties, provided that if and when the owner of the Lands or any part thereof should change, then to the address as set out in the State of Title Certificate for the Lands or such part thereof, and such notice will be deemed to have been received, if delivered, on the date of delivery, and if mailed as aforesaid within Canada then on the third (3rd) business day following its mailing, provided that if mailed, should there be between the time of the mailing and the actual receipt of the notice, a mail strike, slowdown or other labour dispute which might affect delivery of such notice, then such notice will only be effective if and when actually delivered.

ARTICLE 11

GENERAL

11.1 Joint and Several Liability. If the Owner is more than one party, such parties shall be jointly and severally liable to the City for the performance and observance of the Owner's obligations in this agreement.

11.2 Priority of Registration. The Owner, at his, her or its expense, after execution of this agreement, shall do or cause to be done all things and acts necessary to ensure that this agreement is registered against title to the Lands with priority over all other encumbrances on title to the Lands as the City may require.

11.3 Perfection of Intention. The parties hereto will do such things and execute such further and other documents and instruments and do such further and other acts as may be reasonably necessary to implement and carry out the provisions and intent of this agreement and to ensure timely and effective registration in the Land Title Office.

11.4 Waiver. No failure on the part of the City to exercise and no delay in exercising any right under this agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.

11.5 Time of Essence. Time will be of the essence in respect of this agreement.

11.6 Enurement. This agreement shall enure to the benefit of and be binding upon the Owner and its successors and trustees, and this agreement shall charge and run with the Lands and with any parcel, lot or part into which the Lands may be subdivided or consolidated and shall enure to

the benefit of and be binding upon the Owner's successors in title and trustees and successors and all parties claiming through such owners.

11.7 City's Other Rights and Obligations. Nothing contained or implied in this agreement will derogate from the obligations of the Owner under any other agreement with the City or prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* and the rights, powers, duties and obligations of the City under all other laws, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this agreement had not been executed and delivered by the Owner and the City.

11.8 Headings. The division of this agreement into articles, sections and paragraphs and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this agreement.

11.9 Number. Words contained herein importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.

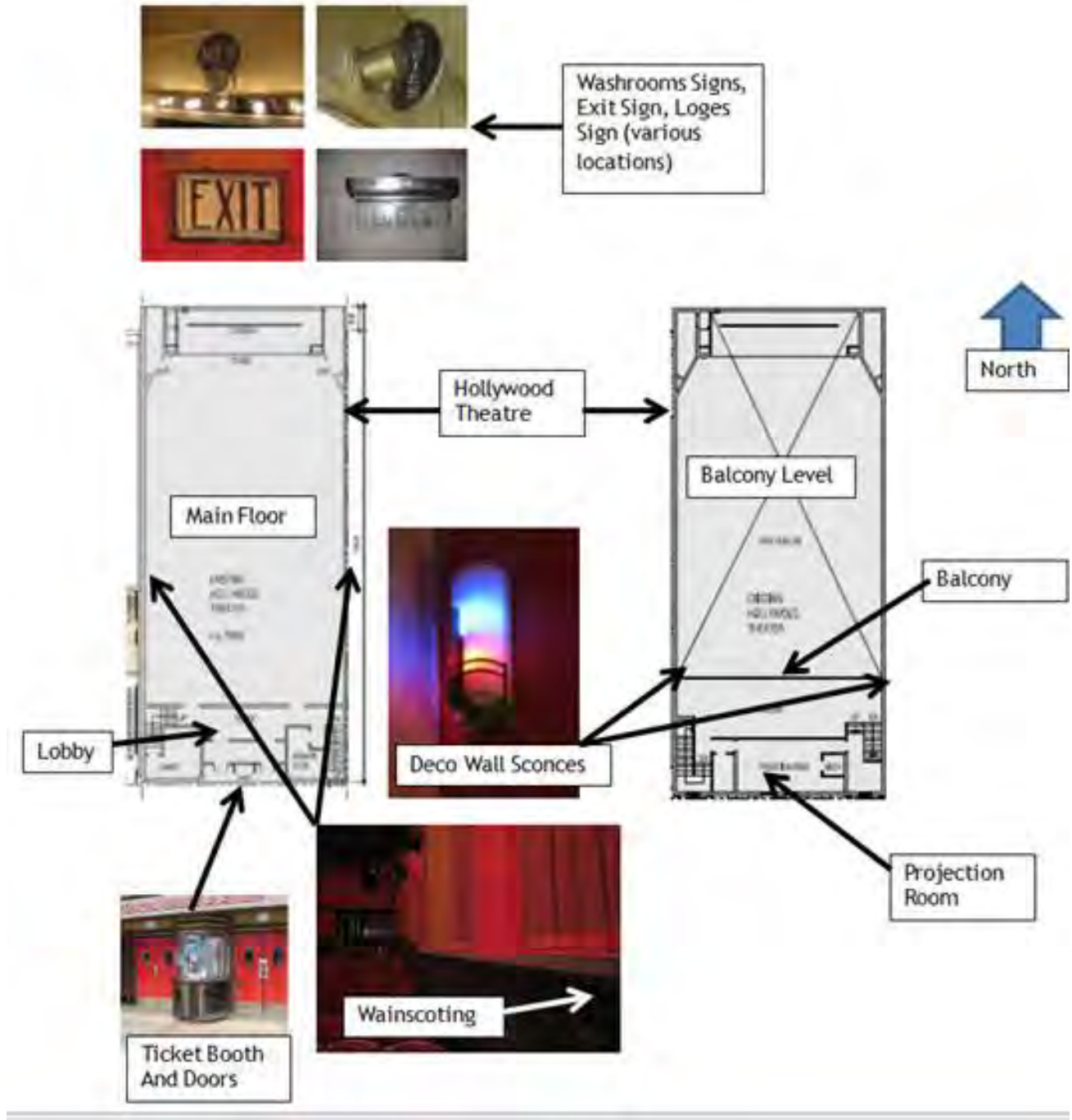
11.10 Governing Law. This agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

11.11 Severability. All provisions of this agreement are severable in that if any court or other lawful authority having jurisdiction to decide the matter finds for any reason that one or more of them is void or unenforceable, then such void or unenforceable provisions will be severed from this agreement and all other provisions herein will continue to be binding and enforceable.

11.12 City Approvals. In this agreement, where City "approval", "acceptance", "consent" or similar authorization or agreement is required, unless provided for otherwise in this agreement, such "approval", "acceptance", "consent" or similar City agreement or authority must be provided in writing, by the City departments, employees, officers or designates, as the case may be, that are authorized to provide such "approval", "acceptance", "consent" or similar authorization or agreement. Any purported "approval", "acceptance" "consent" or similar authorization or agreement provided by a City department, employee, officer or designate, as the case may be, that is not authorized to provide the same, shall be of no force or effect.

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

APPENDIX A



CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) “Existing Charges” means the Mortgage registered under number CA3574502 and the Assignment of Rents registered under number CA3574503;
- (b) “Existing Chargeholder” means the CANADIAN WESTERN BANK;
- (c) “New Charges” means the Section 219 Covenants, the Statutory Right of Way and the Equitable Charge and contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument - Part 2.

For ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (a) consents to the Owner granting the New Charges to the City; and
- (b) agrees with the City that the New Charges charge the Lands in priority to the Existing Charges in the same manner and to the same effect as if the Owner had granted the New Charges, and they had been registered against title to the Lands, prior to the grant or registration of the Existing Charges or the advance of any money under the Existing Charges.

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

END OF DOCUMENT

NEW WESTMINSTER LAND TITLE OFFICE

Dec-21-2018 15:19:25.002 CA7268756 CA7268763

LOCAL GOVERNMENT FILING FORM

HELP GUIDE

PAGE 1 OF 1 PAGES

By incorporating your electronic signature into this form you are certifying:

- (a) that the requirements established by the Director in Director's Requirements for the Authorized Subscriber Register 01- 13 are met,
- (b) that the information contained in each notation, endorsement, statement or certification made by you and set out in this form is correct, and
- (c) that a true copy or copy of the true copy of the electronic instrument is in your possession.

A true copy means a legible paper copy containing every material provision and particular contained in this original.

Each term used in this representation and certification is to be given the meaning ascribed to it in section 1 and part 10.1 of the *Land Title Act*.

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

Import Profile

Joanna Track, Solicitor

City of Vancouver

453 West 12th Avenue

Vancouver

BC V5Y 1V4

LTO Client number: 10647

Phone number: 604-873-7513

Matter number: LS-18-01528-001

Document Fees: \$572.64

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

SEE SCHEDULE**No PID NMBR**STC? YES ☐**Pick up STC?****Use 30 Parcel Schedule****Use 3 Parcel Schedule**

3. NATURE OF INTEREST:
- Heritage Status Notice - Vancouver Charter**

Affected Legal Notation or Charge Number:

4. NAME OF LOCAL GOVERNMENT: CITY OF VANCOUVER

Additional Information:

DESIGNATION OF STRUCTURE AND EXTERIOR ENVELOPE OF HERITAGE BUILDING (HOLLYWOOD THEATRE) AND VARIOUS INTERIOR AND EXTERIOR FEATURES AS PROTECTED HERITAGE PROPERTY, AS LISTED IN BY-LAW NO. 12324 WHICH CAN BE OBTAINED FROM VANCOUVER CITY CLERK'S OFFICE.

5. NOTICE DETAILS:

TAKE NOTICE that the land described above is subject to Heritage Provisions contained in a bylaw, agreement, or development plan by the City of Vancouver.

Heritage Provision: Heritage Designation Protection - Vancouver Charter, Section 593

Statutory authority: Vancouver Charter, Section 601

Authorized Bylaw 12324

adopted on: 2018-12-04

Further information regarding the bylaw, agreement, or development plan may be obtained from the offices of the City of Vancouver.

Authorized Signatory: (If Applicable)

Use Schedule

NEW WESTMINSTER LAND TITLE OFFICE

Dec-21-2018 15:19:25.002 CA7268756 CA7268763

LOCAL GOVERNMENT FILING FORM

HELP GUIDE

PAGE 1 OF 1 PAGES

By incorporating your electronic signature into this form you are certifying:

- (a) that the requirements established by the Director in Director's Requirements for the Authorized Subscriber Register 01- 13 are met,
- (b) that the information contained in each notation, endorsement, statement or certification made by you and set out in this form is correct, and
- (c) that a true copy or copy of the true copy of the electronic instrument is in your possession.

A true copy means a legible paper copy containing every material provision and particular contained in this original.

Each term used in this representation and certification is to be given the meaning ascribed to it in section 1 and part 10.1 of the *Land Title Act*.

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

Import Profile

Joanna Track, Solicitor

City of Vancouver

453 West 12th Avenue

Vancouver

BC V5Y 1V4

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Document Fees: \$572.64

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES

☐**Pick up STC?****Use 30 Parcel Schedule****Use 3 Parcel Schedule**

3. NATURE OF INTEREST:
- Heritage Status Notice - Vancouver Charter**

Affected Legal Notation or Charge Number:

4. NAME OF LOCAL GOVERNMENT: CITY OF VANCOUVER

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Authorized Signatory: (If Applicable)

Use Schedule

LAND TITLE ACT
FORM E

SCHEDULE

PAGE 2 OF 2 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

006-767-966**LOT H BLOCK 54 DISTRICT LOT 540 PLAN 20212****No PID NMBR**STC? YES ☐**Pick up STC?**

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

015-450-384**LOT 9 EXCEPT PART IN PLAN 4166 BLOCK 54 DISTRICT LOT 540 PLAN 229****No PID NMBR**STC? YES ☐**Pick up STC?**

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

015-450-414**THE EAST 1/2 OF LOT 10 EXCEPT THE NORTH 5 FEET, NOW LANE, AND
PART IN PLAN 4166 BLOCK 54 DISTRICT LOT 540 PLAN 229****No PID NMBR**STC? YES ☐**Pick up STC?****Additional 30 Parcel Schedule****Additional 3 Parcel Schedule**

VanRIMS No.: 11-2800-50

December 21, 2018

Susan J. Green, Registrar
Heritage Branch
Ministry of Forests, Lands and Natural Resource Operations
PO Box 9818 Stn Prov Govt
Victoria, BC
V8W 9W3

Via e-mail: BC.HistoricPlacesRegister@gov.bc.ca


Dear Ms. Green:

RE: Heritage Revitalization Agreement By-law No. 12334

In accordance with Section 592(9)(b) of the *Vancouver Charter*, we hereby notify you that the Council of the City of Vancouver has passed a by-law to enter into a heritage revitalization agreement with the owner of heritage property. A copy of the by-law is attached for your information.

**By-law no. 12334 Heritage Revitalization Agreement By-law re 3123 – 3129 West
Broadway Street, Hollywood Theatre**

Regards,



Kevin Tuerlings
Records and Information Analyst

Kevin.tuerlings@vancouver.ca
Phone: 604.873.7407
Fax: 604.873.7419

/kt

Enclosures

cc: Heritage Group

VanRIMS No.: 11-2800-50

December 6, 2018

Susan J. Green, Registrar
Heritage Branch
Ministry of Forests, Lands and Natural Resource Operations
PO Box 9818 Stn Prov Govt
Victoria, BC
V8W 9W3

Via e-mail: BC.HistoricPlacesRegister@gov.bc.ca

Dear Ms. Green:

RE: Heritage Designation By-law No. 12324

In accordance with Section 594(9)(b) of the *Vancouver Charter*, we hereby notify you that the Council of the City of Vancouver has passed a by-law regarding property designated as protected heritage property. A copy of the by-law is attached for your information.

By-law no. 12324 By-law to designate certain real property as protected heritage property re: 3123-3129 West Broadway, Hollywood Theatre

Regards,



Kevin Tuerlings
Records and Information Analyst
Kevin.tuerlings@vancouver.ca
Phone: 604.873.7407
Fax: 604.873.7419

/kt

Enclosure

cc: Heritage Group

TITLE SEARCH PRINT

File Reference: DBL-H-18-01528

Declared Value \$ 2850000

2019-01-17, 10:30:07

Requestor: Roxanne Siddon

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN******Land Title District**

Land Title Office

VANCOUVER

VANCOUVER

Title Number

From Title Number

CA2031534

M69977

Application Received

2011-05-30

Application Entered

2011-06-14

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

4184 INVESTMENTS LTD., INC.NO. BC0559518
300 - 526 GRANVILLE STREET
VANCOUVER, BC
V6C 1W6**Taxation Authority**

Vancouver, City of

Description of Land

Parcel Identifier:

006-767-966

Legal Description:

LOT H BLOCK 54 DISTRICT LOT 540 PLAN 20212

Legal NotationsNOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA2987318
FILED 2013-02-07NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA3308576
FILED 2013-08-23HERETO IS ANNEXED EASEMENT CA7243329 OVER THE WEST 1/2 OF LOT 10
(EXCEPT THE
NORTH 5 FEET NOW LANE AND PART IN PLAN 4166) PLAN 229NOTICE OF HERITAGE DESIGNATION BYLAW, VANCOUVER CHARTER, SECTION 593,
SEE CA7253045NOTICE OF HERITAGE REVITALIZATION AGREEMENT, VANCOUVER CHARTER,
SECTION 592, SEE CA7268755

TITLE SEARCH PRINT

File Reference: DBL-H-18-01528

Declared Value \$ 2850000

2019-01-17, 10:30:07

Requestor: Roxanne Siddon

Charges, Liens and Interests

Nature: EASEMENT AND INDEMNITY AGREEMENT
Registration Number: M72987
Registration Date and Time: 1984-09-13 13:44
Registered Owner: CITY OF VANCOUVER

Nature: MORTGAGE
Registration Number: CA3574502
Registration Date and Time: 2014-01-31 10:35
Registered Owner: CANADIAN WESTERN BANK
Remarks: INTER ALIA

Nature: ASSIGNMENT OF RENTS
Registration Number: CA3574503
Registration Date and Time: 2014-01-31 10:35
Registered Owner: CANADIAN WESTERN BANK
Remarks: INTER ALIA

Nature: EASEMENT
Registration Number: CA3767385
Registration Date and Time: 2014-06-06 14:59
Remarks: APPURTENANT TO LOT 9 (EXCEPT PART IN PLAN 4166)
PLAN 229 AND THE EAST 1/2 OF LOT 10 (EXCEPT THE
NORTH 5 FEET NOW LANE AND PART IN PLAN 4166)
PLAN 229

Nature: EASEMENT
Registration Number: CA7243328
Registration Date and Time: 2018-12-11 14:24
Remarks: INTER ALIA
APPURTENANT TO THE WEST 1/2 OF LOT 10 (EXCEPT THE
NORTH 5 FEET NOW LANE AND PART IN PLAN 4166)
PLAN 229

Nature: COVENANT
Registration Number: CA7268756
Registration Date and Time: 2018-12-21 15:19
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA7268757
Registration Date and Time: 2018-12-21 15:19
Remarks: INTER ALIA
GRANTING CA7268756 PRIORITY OVER CA3574502 AND
CA3574503

TITLE SEARCH PRINT

File Reference: DBL-H-18-01528

Declared Value \$ 2850000

2019-01-17, 10:30:07

Requestor: Roxanne Siddon

Nature: COVENANT
Registration Number: CA7268758
Registration Date and Time: 2018-12-21 15:19
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA
RESTRICTS DEALINGS

Nature: PRIORITY AGREEMENT
Registration Number: CA7268759
Registration Date and Time: 2018-12-21 15:19
Remarks: INTER ALIA
GRANTING CA7268758 PRIORITY OVER CA3574502 AND
CA3574503

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA7268760
Registration Date and Time: 2018-12-21 15:19
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA7268761
Registration Date and Time: 2018-12-21 15:19
Remarks: INTER ALIA
GRANTING CA7268760 PRIORITY OVER CA3574502 AND
CA3574503

Nature: EQUITABLE CHARGE
Registration Number: CA7268762
Registration Date and Time: 2018-12-21 15:19
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA

Nature: PRIORITY AGREEMENT
Registration Number: CA7268763
Registration Date and Time: 2018-12-21 15:19
Remarks: INTER ALIA
GRANTING CA7268762 PRIORITY OVER CA3574502 AND
CA3574503

Duplicate Infeasible Title

NONE OUTSTANDING

Transfers

NONE

Pending Applications

NONE

From: Autiero, David
Sent: Tuesday, May 28, 2019 11:34 AM
To: Freeman, John
Subject: FW: 3137 W BROADWAY DP-2018-00039 Hollywood - final clearances
Attachments: image001.png

Importance: High

Hi John,

Would you be able to let me know what is going on this with application?

From the looks of Posse it seems that we are in a position to issue the permit.

Thank you,

David

From: Law, Andrea
Sent: Tuesday, May 28, 2019 10:43 AM
To: Autiero, David
Subject: Fwd: 3137 W BROADWAY DP-2018-00039 Hollywood - final clearances

Sent from my iPhone

Begin forwarded message:

From: "O'Donnell, Theresa" <Theresa.O'Donnell@vancouver.ca>
Date: May 28, 2019 at 10:30:54 AM PDT
To: "Law, Andrea" <andrea.law@vancouver.ca>
Subject: FW: 3137 W BROADWAY DP-2018-00039 Hollywood - final clearances

Good morning Andrea

This is swirling and I think John is out until tomorrow. Anything I can do to help?

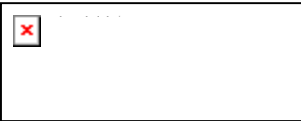
theresa

From: Johnston, Sadhu
Sent: Tuesday, May 28, 2019 10:29 AM
To: Kelley, Gil; marianne amodio
Cc: Tsang-Trinaistich, Templar; O'Donnell, Theresa
Subject: RE: 3137 W BROADWAY DP-2018-00039 Hollywood - final clearances

Thanks team. 4 weeks with no call back is not acceptable.

Sadhu

Sadhu Aufochs Johnston | City Manager
Office of the City Manager | City of Vancouver
sadhu.johnston@vancouver.ca
604.873.7627



The City of Vancouver acknowledges that it is situated on the unceded traditional territories of the Musqueam, Squamish, and Tsleil-Waututh peoples.

From: Kelley, Gil
Sent: Tuesday, May 28, 2019 10:15 AM
To: marianne amodio
Cc: Johnston, Sadhu; Tsang-Trinaistich, Templar; O'Donnell, Theresa
Subject: Re: 3137 W BROADWAY DP-2018-00039 Hollywood - final clearances

Marianne, I'll check into this and get you an answer today.

Gil Kelley, FAICP
General Manager, Planning, Urban Design and Sustainability
City of Vancouver, British Columbia, Canada

Please excuse any typos
Sent from my iPhone

On May 28, 2019, at 10:13 AM, marianne amodio <marianne@mahg.ca> wrote:

Hi Sandhu. Thanks for the reply. We were assigned a new project facilitator, John Freeman. Not sure if there is something we don't know about here or if he is just underwater.
M

Marianne Amodio, Principal
Architect AIBC, LEED AP

MA+HG
Marianne Amodio and Harley Grusko Architects Inc.

778 379 9276
#102-127 East Pender
Vancouver BC V6A1T6

www.mahg.ca

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If you have received this email in error, please notify the sender and destroy this email.

On May 28, 2019, at 10:07 AM, Johnston, Sadhu <Sadhu.Johnston@vancouver.ca> wrote:

Hi
Who have you been calling?

Sadhu

Sadhu Aufochs Johnston | City Manager
Office of the City Manager | City of Vancouver
sadhu.johnston@vancouver.ca
604.873.7627

<image001.png>

The City of Vancouver acknowledges that it is situated on the unceded traditional territories of the Musqueam, Squamish, and Tsleil-Waututh peoples.

From: marianne amodio [<mailto:marianne@mahg.ca>]
Sent: Tuesday, May 28, 2019 9:51 AM
To: Johnston, Sadhu; Kelley, Gil; Tsang-Trinaistich, Templar
Subject: Fwd: 3137 W BROADWAY DP-2018-00039 Hollywood - final clearances

Hi Sadhu and Gill.
Wondering if I can please engage one of you to inquire as to the status of the DP for Hollywood. All outstanding items were cleared, as far as I know, by May 1. My emails and calls have been going unanswered for coming on 4 weeks now. Black. Hole.
Thank you as always.
M

Marianne Amodio, Principal
Architect AIBC, LEED AP

MA+HG
Marianne Amodio and Harley Grusko Architects Inc.

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Vancouver BC V6A1T6

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Begin forwarded message:

From: marianne amodio <marianne@mahg.ca>
Subject: Re: 3137 W BROADWAY DP-2018-00039 Hollywood - final clearances
Date: May 28, 2019 at 9:45:10 AM PDT
To: John Freeman <John.Freeman@vancouver.ca>, Sarah Robin <sarah.robin@vancouver.ca>
Cc: Harley Grusko <harley@mahg.ca>, Paul Cheng <paul.cheng@vancouver.ca>

Hi John.
Could you please give me the courtesy of a reply here? It is our understanding that there are no further outstanding requirements for the Development Permit for The Hollywood project. Please let me know next steps.
Marianne

Marianne Amodio, Principal

Architect AIBC, LEED AP

MA+HG

Marianne Amodio and Harley Grusko Architects Inc.

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#102-127 East Pender
Vancouver BC V6A1T6

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On May 25, 2019, at 11:47 AM, marianne amodio <marianne@mahg.ca> wrote:

Response?

Marianne Amodio Architect AIBC
MA+HG Architects Inc.
778-991-0155
www.mahg.ca

On May 22, 2019, at 8:26 AM, marianne amodio <marianne@mahg.ca> wrote:

Hi John. We have not heard back from you about this development permit. Please respond.

Marianne Amodio Architect AIBC
MA+HG Architects Inc.
778-991-0155
www.mahg.ca

On May 9, 2019, at 3:12 PM, marianne amodio <marianne@mahg.ca> wrote:

Hi John.
Here is the full registered title. Please let me know next steps.
M

From: Barbara Vanderburgh <bvanderburgh@fasken.com>
Subject: 4184 Investments Ltd. - title search for 3123-3141 West Broadway
Date: May 8, 2019 at 2:05:26 PM PDT
To: Marianne Lisa Amodio <marianne@mahg.ca>
Cc: 'Dimitri Bonnis' <dimitri@bonnis.net>

Hi Marianne,

Attached is the current title search confirming full registration of the SRW. Let me know if you need anything else.

<image003.jpg>

Barbara Vanderburgh*
PARTNER

<image004.jpg>

Fasken Martineau DuMoulin LLP
T. +1 604 631 4937 | F. +1 604 632 4937
bvanderburgh@fasken.com | www.fasken.com/en/Barbara-Vanderburgh
550 Burrard Street, Suite 2900, Vancouver, British Columbia V6C 0A3
*Law Corporation

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<TITLE-CA7407837-PID-030-741-131.pdf>

Marianne Amodio, Principal
Architect AIBC, LEED AP

MA+HG
Marianne Amodio and Harley Grusko Architects Inc.

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Vancouver BC V6A1T6

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On May 8, 2019, at 11:39 AM, Freeman, John <John.Freeman@vancouver.ca> wrote:

Hi Marianne

The only item outstanding is registration of the public access SRW along West Broadway. The City Solicitor is following up to see if SRW has reached full registration as confirmed by the LTO. Attached is the final clearance list. Please confirm that the DP site sign has been removed.

As soon as I have confirmation from Law that they are satisfied I will proceed with issuance of the DP. City Clerks will complete this process and I will let you know when the permit is ready for pick up. I expect that to take about a week following confirmation.

J

John Freeman - Project Facilitator
City of Vancouver | Development, Buildings & Licensing
(604) 871-6076
John.freeman@vancouver.ca

Unceded xʷməθkʷəy̓əm (Musqueam), Sḵwx̱wú7mesh (Squamish), an Səlilwətaʔ (Tsleil-Waututh) Territories (Vancouver)

From: marianne amodio [<mailto:marianne@mahg.ca>]
Sent: Wednesday, May 8, 2019 9:45 AM
Cc: Freeman, John; Emilia Mazzonna; Harley Grusko
Subject: Re: 3137 W BROADWAY DP-2018-00039 Hollywood - final clearances

Hi John.
As per my voice message, can you please update us on status of the DP for Hollywood. Our understanding is that all legal agreements were filed last month.
M

Marianne Amodio, Principal
Architect AIBC, LEED AP

MA+HG
Marianne Amodio and Harley Grusko Architects Inc.

778 379 9276
#102-127 East Pender
Vancouver BC V6A1T6

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On Apr 23, 2019, at 4:00 PM, Robin, Sarah <Sarah.Robin@vancouver.ca> wrote:

Hi Marianne – I will be transferring 5811 Main Street to a new Project Facilitator who is starting this week with the City, I will keep you posted, and will remain the contact for the time being.

Best,
Sarah

From: marianne amodio [<mailto:marianne@mahg.ca>]
Sent: Tuesday, April 23, 2019 11:32 AM
To: Freeman, John
Cc: Robin, Sarah; Hildebrandt, Erv; Emilia Mazzonna
Subject: Re: 3137 W BROADWAY DP-2018-00039 Hollywood - final clearances

Thank you John. Looking forward to working with you as we move into the final permitting stages for both the Theatre and the residential building.
All legal agreements have been filed. I have attached them here.

Can you please let me know if you will be taking over for Sarah for Tomo as well (5809 Main Street)?

M

Marianne Amodio, Principal
Architect AIBC, LEED AP

MA+HG
Marianne Amodio and Harley Grusko Architects Inc.

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#102-127 East Pender
Vancouver BC V6A1T6

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On Apr 17, 2019, at 12:19 PM, Freeman, John <John.Freeman@vancouver.ca> wrote:

Hi Marianne,

I am picking up this project where Sarah has left off. We are meeting later to discuss any details that are outstanding. I understand the final legal agreements are pending and that the BP is underway with Erv Hildebrand.

I will follow up with staff once Sarah and I have had a chance to discuss. Please let me know if you have any questions.

Regards,

John Freeman - Project Facilitator

City of Vancouver | Development, Buildings & Licensing
(604) 871-6076
John.freeman@vancouver.ca

Unceded xʷməθkwəy̓əm (Musqueam), Skwxwú7mesh (Squamish), an Səlilwətaʔ (Tsleil-Waututh) Territories (Vancouver)

Begin forwarded message:

From: Barbara Vanderburgh <bvanderburgh@fasken.com>
Subject: Hollywood Lands - Full Registration
Date: April 4, 2019 at 5:07:34 PM PDT
To: Marianne Lisa Amodio <marianne@mahg.ca>

Hi Marianne,

Attached are the filed documents and plan:

- Community Use Agreement;
- Application to deposit the consolidation plan;
- Filed plan;
- Shared Use Loading Agreement;
- Copy of new title.

I confirm that the SRW for the small sidewalk area is yet to be registered but should be signed and registered soon.

Barbara

<image001.jpg>

Barbara Vanderburgh*
PARTNER

<image002.jpg>

Fasken Martineau DuMoulin LLP
T. +1 604 631 4937 | F. +1 604 632 4937
bvanderburgh@fasken.com | www.fasken.com/en/Barbara-Vanderburgh

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Begin forwarded message:

From: Barbara Vanderburgh <bvanderburgh@fasken.com>
Subject: Hollywood - Registered SRW - 3123 - 3141 West Broadway
Date: April 16, 2019 at 4:15:46 PM PDT
To: "Track, Joanna (Joanna.Track@vancouver.ca)" <Joanna.Track@vancouver.ca>
Cc: "Yip, Chia-Li" <chia-li.yip@vancouver.ca>, Megan Sedmak <msedmak@fasken.com>, Marianne Lisa Amodio <marianne@mahg.ca>, "Dino Bonnis (dino@bonnis.net)" <dino@bonnis.net>

Hi Joanna,

Please find attached the following:

- Filed Application to Deposit SRW Plan EPP91667
- Filed Survey Plan Certification for SRW Plan EPP91667
- Filed Form C SRW, Covenants and Equitable Charge (with priority agreements)
- Post-Registration Title Search evidencing the foregoing as pending charges

Please note that the registration numbers of the Form C charge are as follows:

- CA7448179 Statutory Right of Way
- CA7448181 Covenant
- CA7448183 Covenant
- CA7448185 Equitable Charge

We will provide you with a copy of the title once the SRW has been fully registered.

Regards,

Barbara

<image001.jpg>

Barbara Vanderburgh*
PARTNER

<image002.jpg>

Fasken Martineau DuMoulin LLP
T. +1 604 631 4937 | F. +1 604 632 4937

bvanderburgh@fasken.com | www.fasken.com/en/Barbara-Vanderburgh
550 Burrard Street, Suite 2900, Vancouver, British Columbia V6C 0A3
*Law Corporation

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<3133 W Broadway final clearance holds May 8 2019.pdf>

From: "Freeman, John"

To: "Rodriguez, Ian" <ian.rodriguez@vancouver.ca>

CC: "Wilson, Terry" <terry.wilson@vancouver.ca>
"Track, Joanna" <joanna.track@vancouver.ca>

Date: 5/22/2019 10:04:37 AM

Subject: FW: 3137 W BROADWAY DP-2018-00039 Hollywood - final clearances

Attachments: TITLE-CA7407837-PID-030-741-131.pdf

Hi Ian, sent this to Terry in error. I see your name is on the final reviews. Can you confirm whether the hold can be cleared for this DP?

J

John Freeman - Project Facilitator

City of Vancouver | Development, Buildings & Licensing
(604) 871-6076
John.freeman@vancouver.ca

Unceded xʷməθkʷəy̓əm (Musqueam), Skwxwú7mesh (Squamish), an Səlilwətaʔ (Tsleil-Waututh) Territories (Vancouver)

From: Freeman, John

Sent: Wednesday, May 22, 2019 10:03 AM

To: Track, Joanna

Cc: Wilson, Terry

Subject: FW: 3137 W BROADWAY DP-2018-00039 Hollywood - final clearances

Hi Joanna, Can you confirm that the SRW has been registered? Terry do you have that info and can we clear the hold for this SRW? J

John Freeman - Project Facilitator

City of Vancouver | Development, Buildings & Licensing
(604) 871-6076
John.freeman@vancouver.ca

Unceded xʷməθkʷəy̓əm (Musqueam), Skwxwú7mesh (Squamish), an Səlilwətaʔ (Tsleil-Waututh) Territories (Vancouver)

From: marianne amodio [mailto:marianne@mahg.ca]

Sent: Thursday, May 9, 2019 3:13 PM

To: Freeman, John

Cc: Emilia Mazzonna; Harley Grusko

Subject: Re: 3137 W BROADWAY DP-2018-00039 Hollywood - final clearances

Hi John.

Here is the full registered title. Please let me know next steps.

M

From: Barbara Vanderburgh <bvanderburgh@fasken.com>

Subject: 4184 Investments Ltd. - title search for 3123-3141 West Broadway

Date: May 8, 2019 at 2:05:26 PM PDT

To: Marianne Lisa Amodio <marianne@mahg.ca>

Cc: 'Dimitri Bonnis' <dimitri@bonnis.net>

Hi Marianne,

Attached is the current title search confirming full registration of the SRW. Let me know if you need anything else.

 Barbara Vanderburgh*
PARTNER

FASKEN

Fasken Martineau DuMoulin LLP

T. +1 604 631 4937 | F. +1 604 632 4937

bvanderburgh@fasken.com | www.fasken.com/en/Barbara-Vanderburgh

550 Burrard Street, Suite 2900, Vancouver, British Columbia V6C 0A3

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Marianne Amodio, Principal
Architect AIBC, LEED AP

MA+HG

Marianne Amodio and Harley Grusko Architects Inc.

778 379 9276
#102-127 East Pender
Vancouver BC V6A1T6

www.mahg.ca

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On May 8, 2019, at 11:39 AM, Freeman, John <John.Freeman@vancouver.ca> wrote:

Hi Marianne

The only item outstanding is registration of the public access SRW along West Broadway. The City Solicitor is following up to see if SRW has reached full registration as confirmed by the LTO. Attached is the final clearance list. Please confirm that the DP site sign has been removed.

As soon as I have confirmation from Law that they are satisfied I will proceed with issuance of the DP. City Clerks will complete this process and I will let you know when the permit is ready for pick up. I expect that to take about a week following confirmation.

J

John Freeman - Project Facilitator

City of Vancouver | Development, Buildings & Licensing
(604) 871-6076

John.freeman@vancouver.ca

Unceded xʷməθkʷəy̓əm (Musqueam), Sə̌wəxwú7mesh (Squamish), an Sḵílwətaʔ (Tsleil-Waututh) Territories (Vancouver)

From: marianne amodio [<mailto:marianne@mahg.ca>]

Sent: Wednesday, May 8, 2019 9:45 AM

Cc: Freeman, John; Emilia Mazzonna; Harley Grusko

Subject: Re: 3137 W BROADWAY DP-2018-00039 Hollywood - final clearances

Hi John.

As per my voice message, can you please update us on status of the DP for Hollywood. Our understanding is that all legal agreements were filed last month.

M

Marianne Amodio, Principal
Architect AIBC, LEED AP

MA+HG

Marianne Amodio and Harley Grusko Architects Inc.

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Vancouver BC V6A1T6

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On Apr 23, 2019, at 4:00 PM, Robin, Sarah <Sarah.Robin@vancouver.ca> wrote:

Hi Marianne ☺ I will be transferring 5811 Main Street to a new Project Facilitator who is starting this week with the City, I will keep you posted, and will remain the contact for the time being.

Best,
Sarah

From: marianne amodio [<mailto:marianne@mahg.ca>]

Sent: Tuesday, April 23, 2019 11:32 AM

To: Freeman, John

Cc: Robin, Sarah; Hildebrandt, Erv; Emilia Mazzonna

Subject: Re: 3137 W BROADWAY DP-2018-00039 Hollywood - final clearances

Thank you John. Looking forward to working with you as we move into the final permitting stages for both the Theatre and the residential building.

All legal agreements have been filed. I have attached them here.

Can you please let me know if you will be taking over for Sarah for Tomo as well (5809 Main Street)?

M

Marianne Amodio, Principal
Architect AIBC, LEED AP

MA+HG

Marianne Amodio and Harley Grusko Architects Inc.

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On Apr 17, 2019, at 12:19 PM, Freeman, John
<John.Freeman@vancouver.ca> wrote:

Hi Marianne,

I am picking up this project where Sarah has left off. We are meeting later to discuss any details that are outstanding. I understand the final legal agreements are pending and that the BP is underway with Erv Hildebrand.

I will follow up with staff once Sarah and I have had a chance to discuss. Please let me know if you have any questions.

Regards,

John Freeman - Project Facilitator

City of Vancouver | Development, Buildings & Licensing

(604) 871-6076

John.freeman@vancouver.ca

Unceded xʷməθm̓w̓əm (Musqueam), ḵwəḵwəḵwə (Squamish), an ḵwəḵwəḵwə (Tsleil-Waututh)
Territories (Vancouver)

Begin forwarded message:

From: Barbara Vanderburgh <bvanderburgh@fasken.com>

Subject: Hollywood Lands - Full Registration

Date: April 4, 2019 at 5:07:34 PM PDT

To: Marianne Lisa Amodio <marianne@mahg.ca>

Hi Marianne,

Attached are the filed documents and plan:

- ☐ Community Use Agreement;
- ☐ Application to deposit the consolidation plan;
- ☐ Filed plan;
- ☐ Shared Use Loading Agreement;
- ☐ Copy of new title.

I confirm that the SRW for the small sidewalk area is yet to be registered but should be signed and registered soon.

<image001.jpg>

Barbara Vanderburgh*
PARTNER

<image002.jpg>

Fasken Martineau DuMoulin LLP
T. +1 604 631 4937 | F. +1 604 632 4937
bvanderburgh@fasken.com | www.fasken.com/en/Barbara-Vanderburgh
550 Burrard Street, Suite 2900, Vancouver, British Columbia V6C 0A3
*Law Corporation

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Begin forwarded message:

From: Barbara Vanderburgh <bvanderburgh@fasken.com>
Subject: Hollywood - Registered SRW - 3123 - 3141 West Broadway
Date: April 16, 2019 at 4:15:46 PM PDT
To: "Track, Joanna" <Joanna.Track@vancouver.ca>
Cc: "Yip, Chia-Li" <chia-li.yip@vancouver.ca>, Megan Sedmak <msedmak@fasken.com>, Marianne Lisa Amodio <marianne@mahg.ca>, "Dino Bonnis" <dino@bonnis.net>

Hi Joanna,

Please find attached the following:

- ☐ Filed Application to Deposit SRW Plan EPP91667
- ☐ Filed Survey Plan Certification for SRW Plan EPP91667
- ☐ Filed Form C SRW, Covenants and Equitable Charge (with priority agreements)
- ☐ Post-Registration Title Search evidencing the foregoing as pending charges

Please note that the registration numbers of the Form C charge are as follows:

- ☐ CA7448179 Statutory Right of Way
- ☐ CA7448181 Covenant
- ☐ CA7448183 Covenant
- ☐ CA7448185 Equitable Charge

We will provide you with a copy of the title once the SRW has been fully registered.

Regards,

Barbara

<image001.jpg>

Barbara Vanderburgh*
PARTNER

<image002.jpg>

Fasken Martineau DuMoulin LLP
T. +1 604 631 4937 | F. +1 604 632 4937
bvanderburgh@fasken.com | www.fasken.com/en/Barbara-Vanderburgh
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<3133 W Broadway final clearance holds May 8 2019.pdf>

TITLE SEARCH PRINT

File Reference: 240584.00536BLV

2019-05-08, 12:45:09

Requestor: Karen Wright

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Title Issued Under	SECTION 98 LAND TITLE ACT
Land Title District Land Title Office	VANCOUVER VANCOUVER
Title Number From Title Number	CA7407837 BB1163556 BB1163557 CA2031534
Application Received	2019-03-22
Application Entered	2019-03-28
Registered Owner in Fee Simple Registered Owner/Mailing Address:	4184 INVESTMENTS LTD., INC.NO. BC0559518 300 - 526 GRANVILLE STREET VANCOUVER, BC V6C 1W6
Taxation Authority	Vancouver, City of
Description of Land Parcel Identifier: Legal Description:	030-741-131 LOT 1 BLOCK 54 DISTRICT LOT 540 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP88675
Legal Notations	NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA2987318 FILED 2013-02-07 NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA3308576 FILED 2013-08-23 HERETO IS ANNEXED EASEMENT CA3767385 OVER LOT H PLAN 20212 PART FORMERLY THE E 1/2 LOT 10 BLK 54 DL 540 PL 229 EXCEPT THE N 5 FT, AND PL 4166 PART FORMERLY LOT 9 PL 229 EXCEPT PL 4166

TITLE SEARCH PRINT

File Reference: 240584.00536BLV

2019-05-08, 12:45:09

Requestor: Karen Wright

HERETO IS ANNEXED EASEMENT CA7243329 OVER THE WEST 1/2 OF LOT 10
(EXCEPT THE
NORTH 5 FEET NOW LANE AND PART IN PLAN 4166) PLAN 229

NOTICE OF HERITAGE DESIGNATION BYLAW, VANCOUVER CHARTER, SECTION 593,
SEE CA7253045

NOTICE OF HERITAGE REVITALIZATION AGREEMENT, VANCOUVER CHARTER,
SECTION 592, SEE CA7268755

Charges, Liens and Interests

Nature:	COVENANT
Registration Number:	H26232
Registration Date and Time:	1980-04-24 12:02
Registered Owner:	CITY OF VANCOUVER
Remarks:	L.T.A. S. 215 PART FORMERLY THE E 1/2 LOT 10 BLK 54 DL 540 PL 229 EXCEPT THE N 5 FT, AND PL 4166

Nature:	EASEMENT AND INDEMNITY AGREEMENT
Registration Number:	M72987
Registration Date and Time:	1984-09-13 13:44
Registered Owner:	CITY OF VANCOUVER
Remarks:	PART FORMERLY LOT H PL 20212

Nature:	MORTGAGE
Registration Number:	CA3574502
Registration Date and Time:	2014-01-31 10:35
Registered Owner:	CANADIAN WESTERN BANK

Nature:	ASSIGNMENT OF RENTS
Registration Number:	CA3574503
Registration Date and Time:	2014-01-31 10:35
Registered Owner:	CANADIAN WESTERN BANK

Nature:	EASEMENT
Registration Number:	CA3767385
Registration Date and Time:	2014-06-06 14:59
Remarks:	APPURTENANT TO LOT 9 (EXCEPT PART IN PLAN 4166) PLAN 229 AND THE EAST 1/2 OF LOT 10 (EXCEPT THE NORTH 5 FEET NOW LANE AND PART IN PLAN 4166) PLAN 229 PART FORMERLY LOT H PL 20212

TITLE SEARCH PRINT

File Reference: 240584.00536BLV

2019-05-08, 12:45:09

Requestor: Karen Wright

Nature: EASEMENT
Registration Number: CA7243328
Registration Date and Time: 2018-12-11 14:24
Remarks: APPURTENANT TO THE WEST 1/2 OF LOT 10 (EXCEPT THE NORTH 5 FEET NOW LANE AND PART IN PLAN 4166) PLAN 229

Nature: COVENANT
Registration Number: CA7268756
Registration Date and Time: 2018-12-21 15:19
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT
Registration Number: CA7268757
Registration Date and Time: 2018-12-21 15:19
Remarks: GRANTING CA7268756 PRIORITY OVER CA3574502 AND CA3574503

Nature: COVENANT
Registration Number: CA7268758
Registration Date and Time: 2018-12-21 15:19
Registered Owner: CITY OF VANCOUVER
Remarks: RESTRICTS DEALINGS

Nature: PRIORITY AGREEMENT
Registration Number: CA7268759
Registration Date and Time: 2018-12-21 15:19
Remarks: GRANTING CA7268758 PRIORITY OVER CA3574502 AND CA3574503

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA7268760
Registration Date and Time: 2018-12-21 15:19
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT
Registration Number: CA7268761
Registration Date and Time: 2018-12-21 15:19
Remarks: GRANTING CA7268760 PRIORITY OVER CA3574502 AND CA3574503

Nature: EQUITABLE CHARGE
Registration Number: CA7268762
Registration Date and Time: 2018-12-21 15:19
Registered Owner: CITY OF VANCOUVER

TITLE SEARCH PRINT

File Reference: 240584.00536BLV

2019-05-08, 12:45:09

Requestor: Karen Wright

Nature: PRIORITY AGREEMENT
Registration Number: CA7268763
Registration Date and Time: 2018-12-21 15:19
Remarks: GRANTING CA7268762 PRIORITY OVER CA3574502 AND CA3574503

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA7407833
Registration Date and Time: 2019-03-22 12:42
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA
PART FORMERLY LOT H PLAN 20212

Nature: PRIORITY AGREEMENT
Registration Number: CA7407834
Registration Date and Time: 2019-03-22 12:42
Remarks: GRANTING CA7407833 PRIORITY OVER CA3574502 AND CA3574503

Nature: COVENANT
Registration Number: CA7407835
Registration Date and Time: 2019-03-22 12:42
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA
PART FORMERLY LOT H PLAN 20212

Nature: PRIORITY AGREEMENT
Registration Number: CA7407836
Registration Date and Time: 2019-03-22 12:42
Remarks: GRANTING CA7407835 PRIORITY OVER CA3574502 AND CA3574503

Nature: COVENANT
Registration Number: CA7407838
Registration Date and Time: 2019-03-22 12:42
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT
Registration Number: CA7407839
Registration Date and Time: 2019-03-22 12:42
Remarks: GRANTING CA7407838 PRIORITY OVER CA3574502 AND CA3574503

TITLE SEARCH PRINT

File Reference: 240584.00536BLV

2019-05-08, 12:45:09

Requestor: Karen Wright

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA7448179
Registration Date and Time: 2019-04-15 15:47
Registered Owner: CITY OF VANCOUVER
Remarks: PART IN PLAN EPP91667

Nature: PRIORITY AGREEMENT
Registration Number: CA7448180
Registration Date and Time: 2019-04-15 15:47
Remarks: GRANTING CA7448179 PRIORITY OVER CA3574502 AND CA3574503

Nature: COVENANT
Registration Number: CA7448181
Registration Date and Time: 2019-04-15 15:47
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT
Registration Number: CA7448182
Registration Date and Time: 2019-04-15 15:47
Remarks: GRANTING CA7448181 PRIORITY OVER CA3574502 AND CA3574503

Nature: COVENANT
Registration Number: CA7448183
Registration Date and Time: 2019-04-15 15:47
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT
Registration Number: CA7448184
Registration Date and Time: 2019-04-15 15:47
Remarks: GRANTING CA7448183 PRIORITY OVER CA3574502 AND CA3574503

Nature: EQUITABLE CHARGE
Registration Number: CA7448185
Registration Date and Time: 2019-04-15 15:47
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT
Registration Number: CA7448186
Registration Date and Time: 2019-04-15 15:47
Remarks: GRANTING CA7448185 PRIORITY OVER CA3574502 AND CA3574503

Duplicate Infeasible Title

NONE OUTSTANDING

TITLE SEARCH PRINT

File Reference: 240584.00536BLV

2019-05-08, 12:45:09
Requestor: Karen Wright

Transfers NONE

Pending Applications NONE

From: "Freeman, John"
To: "Autiero, David" <david.autiero@vancouver.ca>
Date: 5/29/2019 9:24:54 AM
Subject: FW: 3137 W BROADWAY DP-2018-00039 Hollywood - final clearances

So long story short the last condition was cleared by ENG on Wednesday May 22nd and I thought I had given her an update – but I had not. I guess I was waiting to hear for Joanna T on Monday... I'll take the fall for not keeping the architect in the loop. Sorry about that.

The good news is that we have lost lonely a few days and I'm getting this issues ASAP with Maria Cheng. J

From: marianne amodio [mailto:marianne@mahg.ca]
Sent: Wednesday, May 29, 2019 9:22 AM
To: Freeman, John
Cc: Robin, Sarah; Harley Grusko; Cheng, Paul
Subject: Re: 3137 W BROADWAY DP-2018-00039 Hollywood - final clearances

Thanks so much John - no worries.
M

Marianne Amodio, Principal
Architect AIBC, LEED AP

MA+HG

Marianne Amodio and Harley Grusko Architects Inc.

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www.mahg.ca

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On May 29, 2019, at 9:13 AM, Freeman, John <John.Freeman@vancouver.ca> wrote:

Hi Marianne,

Apologies for the delay in getting back to you. It looks like the clearance came through on the 16th but the memo did not reach me until yesterday unfortunately. Engineering cleared their hold (the SRW) on Wednesday of last week. I have been preparing the documents and other clearances in the meantime to get your DP issued but I absolutely should have gotten back to you with an update. Again, my apologies for not keeping you in the loop.

I am working with the Project Coordinator this morning and will have an ETA for you shortly of when the permit can be picked up.

Regards,

John Freeman - Project Facilitator
City of Vancouver | Development, Buildings & Licensing
(604) 871-6076
john.freeman@vancouver.ca

Unceded x^wməθkwəy̓əm (Musqueam), Skwxwú7mesh (Squamish), an Səl̓ílwətaʔ (Tsleil-Waututh) Territories (Vancouver)

From: marianne amodio [mailto:marianne@mahg.ca]
Sent: Tuesday, May 28, 2019 9:45 AM
To: Freeman, John; Robin, Sarah
Cc: Harley Grusko; Cheng, Paul
Subject: Re: 3137 W BROADWAY DP-2018-00039 Hollywood - final clearances

Hi John.

Could you please give me the courtesy of a reply here? It is our understanding that there are no further outstanding requirements for the Development Permit for The Hollywood project. Please let me know next steps.

Marianne

Marianne Amodio, Principal
Architect AIBC, LEED AP

MA+HG

Marianne Amodio and Harley Grusko Architects Inc.

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On May 25, 2019, at 11:47 AM, marianne amodio <marianne@mahg.ca> wrote:

Response?

Marianne Amodio Architect AIBC
MA+HG Architects Inc.
778-991-0155
www.mahg.ca

On May 22, 2019, at 8:26 AM, marianne amodio <marianne@mahg.ca> wrote:

Hi John. We have not heard back from you about this development permit.
Please respond.

Marianne Amodio Architect AIBC
MA+HG Architects Inc.
778-991-0155
www.mahg.ca

On May 9, 2019, at 3:12 PM, marianne amodio <marianne@mahg.ca> wrote:

Hi John.

Here is the full registered title. Please let me know next steps.

From: Barbara Vanderburgh
 <bvanderburgh@fasken.com>
Subject: 4184 Investments Ltd. - title search
 for 3123-3141 West Broadway
Date: May 8, 2019 at 2:05:26 PM PDT
To: Marianne Lisa Amodio
 <marianne@mahg.ca>
Cc: 'Dimitri Bonnis' <dimitri@bonnis.net>

Hi Marianne,

Attached is the current title search confirming full registration of the SRW. Let me know if you need anything else.

<image003.jpg>

Barbara Vanderburgh*
 PARTNER

<image004.jpg>

Fasken Martineau DuMoulin LLP
 T. +1 604 631 4937 | F. +1 604 632 4937
bvanderburgh@fasken.com | www.fasken.com/en/Barbara-Vanderburgh
 550 Burrard Street, Suite 2900, Vancouver, British Columbia V6C 0A3
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<TITLE-CA7407837-PID-030-741-131.pdf>

Marianne Amodio, Principal
 Architect AIBC, LEED AP

MA+HG

Marianne Amodio and Harley Grusko Architects Inc.

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On May 8, 2019, at 11:39 AM, Freeman, John
<John.Freeman@vancouver.ca> wrote:

Hi Marianne

The only item outstanding is registration of the public access SRW along West Broadway. The City Solicitor is following up to see if SRW has reached full registration as confirmed by the LTO. Attached is the final clearance list. Please confirm that the DP site sign has been removed.

As soon as I have confirmation from Law that they are satisfied I will proceed with issuance of the DP. City Clerks will complete this process and I will let you know when the permit is ready for pick up. I expect that to take about a week following confirmation.

J

John Freeman - Project Facilitator
City of Vancouver | Development, Buildings & Licensing
(604) 871-6076
John.freeman@vancouver.ca

Unceded x̱m̱əθkw̱ə̱m̱ (Musqueam), S̱ə̱w̱x̱w̱ú7mesh (Squamish), an
S̱q̱w̱ə̱ṯə7 (Tsleil-Waututh) Territories (Vancouver)

From: marianne amodio [<mailto:marianne@mahg.ca>]
Sent: Wednesday, May 8, 2019 9:45 AM
Cc: Freeman, John; Emilia Mazzonna; Harley Grusko
Subject: Re: 3137 W BROADWAY DP-2018-00039
Hollywood - final clearances

Hi John.

As per my voice message, can you please update us on status of the DP for Hollywood. Our understanding is that all legal agreements were filed last month.

M

Marianne Amodio, Principal
Architect AIBC, LEED AP

MA+HG

Marianne Amodio and Harley Grusko Architects Inc.

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Vancouver BC V6A1T6

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On Apr 23, 2019, at 4:00 PM, Robin,
Sarah

<Sarah.Robin@vancouver.ca> wrote:

Hi Marianne ~ I will be transferring 5811 Main Street to a new Project Facilitator who is starting this week with the City, I will keep you posted, and will remain the contact for the time being.

Best,
Sarah

From: marianne amodio
[<mailto:marianne@mahg.ca>]
Sent: Tuesday, April 23, 2019 11:32 AM
To: Freeman, John
Cc: Robin, Sarah; Hildebrandt, Erv; Emilia Mazzonna
Subject: Re: 3137 W BROADWAY DP-2018-00039 Hollywood - final clearances

Thank you John. Looking forward to working with you as we move into the final permitting stages for both the Theatre and the residential building. All legal agreements have been filed. I have attached them here.

Can you please let me know if you will be taking over for Sarah for Tomo as well (5809 Main Street)?

M

Marianne Amodio, Principal
Architect AIBC, LEED AP

MA+HG

Marianne Amodio and Harley Grusko Architects Inc.

778 379 9276
#102-127 East Pender
Vancouver BC V6A1T6

www.mahg.ca

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On Apr 17, 2019, at 12:19 PM, Freeman, John
<John.Freeman@vancouver.ca> wrote:

Hi Marianne,

I am picking up this project where Sarah has left off. We are meeting later to discuss any details that are outstanding. I understand the final legal agreements are pending and that the BP is underway with Erv Hildebrand.

I will follow up with staff once Sarah and I have had a chance to discuss. Please let me know if you have any questions.

Regards,

John Freeman - Project Facilitator

City of Vancouver | Development,
Buildings & Licensing
(604) 871-6076
John.freeman@vancouver.ca

Unceded xʷməθkʷəy̓əm
(Musqueam), Sᑭᑦᓂᓄᓂᓄᓂᓄᓂ
(Squamish), an Sᑭᑦᓂᓄᓂᓄᓂᓄᓂ
(Tsleil-Waututh) Territories (Vancouver)

Begin forwarded message:

From: Barbara
Vanderburgh
<bvanderburgh@fasken.com>

**Subject: Hollywood
Lands - Full Registration**

Date: April 4, 2019 at
5:07:34 PM PDT

To: Marianne Lisa Amodio
<marianne@mahg.ca>

Hi Marianne,

Attached are the filed
documents and plan:

- ☐ Community Use Agreement;
- ☐ Application to deposit the consolidation plan

- ☐ Filed plan;
- ☐ Shared Use Loading Agreement;
- ☐ Copy of new title.

I confirm that the SRW for the small sidewalk area is yet to be registered but should be signed and registered soon.

Barbara

<image001.jpg>

Barbara Vanderburgh*
PARTNER

<image002.jpg>

Fasken Martineau DuMoulin LLP
T. +1 604 631 4937 | F. +1 604 632 4937
bvanderburgh@fasken.com | www.fasken.com/en/Barbara-Vanderburgh
550 Burrard Street, Suite 2900, Vancouver, British Columbia V6C 0A3
*Law Corporation

*This email contains privileged or confidential information and is intended only for the named recipients. If you have received this email in error or are not a named recipient, please notify the sender and destroy the email. A detailed statement of the terms of use can be found at the following address <https://www.fasken.com/en/terms-of-use-email/>.
Ce message contient des renseignements confidentiels ou privilégiés et est destiné seulement à la personne à qui il est adressé. Si vous avez reçu ce courriel par erreur, S.V.P. le retourner à l'expéditeur et le détruire. Une version détaillée des modalités et conditions d'utilisation se retrouve à l'adresse suivante <https://www.fasken.com/fr/terms-of-use-email/>.*

Begin forwarded message:

From: Barbara Vanderburgh
<bvanderburgh@fasken.com>

Subject: Hollywood - Registered SRW - 3123 - 3141 West Broadway

Date: April 16, 2019 at 4:15:46 PM PDT

To: "Track, Joanna" (Joanna.Track@vancouver.ca)

)" <Joanna.Track@vancouver.ca>
Cc: "Yip, Chia-Li" <chia-li.yip@vancouver.ca>, Megan Sedmak <msedmak@fasken.com>, Marianne Lisa Amodio <marianne@mahg.ca>, "Dino Bonnis (dino@bonnis.net)" <dino@bonnis.net>

Hi Joanna,

Please find attached the following:

- ☐ Filed Application to Deposit SRW Plan EPP91667
- ☐ Filed Survey Plan Certification for SRW Plan EPP91667
- ☐ Filed Form C SRW, Covenants and Equitable Charge (with priority agreements)
- ☐ Post-Registration Title Search evidencing the foregoing as pending charges

Please note that the registration numbers of the Form C charge are as follows:

- ☐ CA7448179 Statutory Right of Way
- ☐ CA7448181 Covenant
- ☐ CA7448183 Covenant
- ☐ CA7448185 Equitable Charge

We will provide you with a copy of the title once the SRW has been fully registered.

Regards,

<image001.jpg>

Barbara Vanderburgh*
PARTNER

<image002.jpg>

Fasken Martineau DuMoulin LLP

T. +1 604 631 4937 | F. +1 604 632 4937

bvanderburgh@fasken.com | www.fasken.com/en/Barbara-Vanderburgh

550 Burrard Street, Suite 2900, Vancouver, British Columbia V6C 0A3

*Law Corporation

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address <https://www.fasken.com/en/terms-of-use-email/>.

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<3133 W Broadway final clearance holds May 8 2019.pdf>

From: "Robin, Sarah" <Sarah.Robin@vancouver.ca>

To: "Freeman, John" <John.Freeman@vancouver.ca>

Date: 4/17/2019 11:38:03 AM

Subject: FW: Hollywood

Attachments: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039.msg
RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039 (1).msg
RE: HOLLYWOOD THEATRE LANDSCAPE DRAWINGS TO ERV. .msg

Hi John,

Thanks for touching base on this, Marianne Amodio, email below, is the contact for this project. There are some agreements that are outstanding, James Boldt confirmed that heritage review is now completed, see attached. The Community Use Agreement still requires registration (Cultural Services), see attached email. There are also outstanding engineering agreements.

They are proceeding with the building permit stage for the theatre portion of the project, John Greer has allowed them to proceed with this prior to issuance of the DP. I provided stamped landscape plans to Erv Hildebrandt who is coordinating the BP (see attached email).

If you want all the emails I can send from when I started with the project, Carl was the PF until after the PTL was issued.

Let me know if you have any questions or would like me to explain anything further!

Best,
Sarah

From: marianne amodio [mailto:marianne@mahg.ca]

Sent: Thursday, April 4, 2019 3:53 PM

To: Robin, Sarah

Subject: Re: Hollywood

Thanks Sarah.

Can I take this to mean that all items have been cleared except for these outstanding agreements.
M

Marianne Amodio, Principal
Architect AIBC, LEED AP

MA+HG

Marianne Amodio and Harley Grusko Architects Inc.

778 379 9276
#102-127 East Pender
Vancouver BC V6A1T6

www.mahg.ca

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On Apr 4, 2019, at 3:47 PM, Robin, Sarah <Sarah.Robin@vancouver.ca> wrote:

Hi Marianne,

In terms of the remaining items for the above, I'm following up with review groups regarding the remaining agreements that need to be finalized (heritage/community use/engineering agreements), I will provide an update as soon as I hear back.

Best,
Sarah

Sarah Robin | Project Facilitator

Development, Buildings, & Licensing
City of Vancouver | 515 W 10th Ave
Vancouver | BC. V5Y 1V4
604.871.6384
sarah.robin@vancouver.ca

<image001.png>

From: "Boldt, James" <james.boldt@vancouver.ca>
To: "Siddon, Roxanne" <Roxanne.Siddon@vancouver.ca>
"Track, Joanna" <Joanna.Track@vancouver.ca>
CC: "Robin, Sarah" <Sarah.Robin@vancouver.ca>
Date: 4/5/2019 9:31:07 AM
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Ahhh... make sense! thanks.

OK Sarah we are good to go for the heritage group.

From: Siddon, Roxanne
Sent: Friday, April 05, 2019 9:23 AM
To: Boldt, James; Track, Joanna
Cc: Robin, Sarah
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi, James:

Reporting email attached. Registration finalized after you had moved to the Rezoning Centre so we reported to Zlatan.

Please let us know if you need anything else.

Thanks.

Roxanne

Roxanne Siddon | Legal Assistant
Legal Services | City of Vancouver
453 W. 12th Avenue
Vancouver, BC V5Y 1V4

roxanne.siddon@vancouver.ca
604.606.2754

From: Boldt, James
Sent: Friday, April 05, 2019 9:13 AM
To: Track, Joanna; Siddon, Roxanne
Cc: Robin, Sarah
Subject: FW: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi Joanna/ Roxanne,

Can you advise if the HRA / designation by-law notice have been filed in LT?. I scanned over e-mails and couldn't see a reporting memo. I recall the by-laws were both enacted in December of 2018 I think.

From: Lambertson, Kristen
Sent: Thursday, April 04, 2019 4:08 PM
To: Robin, Sarah; Sales, Alix; Boldt, James
Cc: Track, Joanna
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi Sarah:

I've asked Joanna when the CUA will be registered. In the council report it notes that the CUA needs to be signed and registered before we sign off.

The SRW is a different SRW than the one listed in the CUA. Joanna noted: The SRW that has not yet been registered is an additional SRW that was required for public access along West Broadway.

Best,
Kristen

From: Robin, Sarah
Sent: Thursday, April 4, 2019 3:58 PM
To: Lambertson, Kristen; Sales, Alix; Boldt, James
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi Kristen,

Thanks, can you clarify whether the cultural services condition has been met? I m not sure if the SRW below is referring to the community use agreement or another condition of the DP.

Best,
Sarah

From: Lambertson, Kristen
Sent: Thursday, April 04, 2019 1:53 PM
To: Sales, Alix; Robin, Sarah; Boldt, James
Subject: FW: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi all:
here s an update from Joanna.

Best,
Kristen

From: Track, Joanna
Sent: Thursday, April 4, 2019 12:38 PM
To: Lambertson, Kristen
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi Kristen,

They filed the consolidation plan and the community use agreement at the end of March. I have just followed up, asking for a status update from them.

There is still an additional SRW that was not filed in March, as we are still waiting on the final survey plan, so that still needs to be signed and registered before they can get their DP. I have followed up with their lawyer on this item as well.

Joanna

From: Lambertson, Kristen
Sent: Thursday, April 4, 2019 12:03 PM
To: Track, Joanna
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi Joanna:
Has there been any movement on this? Have they been able to sign the agreement?

I m not sure what the consolidation piece is either, can you enlighten me?

Thanks
Kristen

From: Track, Joanna
Sent: Thursday, December 20, 2018 9:40 AM
To: Lambertson, Kristen
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi Kristen,

It doesn't seem likely that anything will change, but the agreement has not been signed and registered so I would say the DP condition it is not complete.

They need to figure out the consolidation piece so we can prepare the LTO forms and circulate them for signature and then registration.

Joanna

Joanna Track
Solicitor | Legal Services | City of Vancouver
t: 604.873.7513
f: 604.873.7445
Mail: 453 W. 12th Avenue, Vancouver, BC V5Y 1V4
Courier: 401-515 W. 10th Avenue, Vancouver, BC V5Z 4A8
Email: joanna.track@vancouver.ca

From: Lambertson, Kristen
Sent: Thursday, December 20, 2018 9:23 AM
To: Track, Joanna
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi Joanna:

Is there any likelihood that things might change in the CUA?

There was a prior-to in the DP that notes the CUA, and they have noted that the CUA is completed as per set out below, but given that it's not signed and registered, I would say it's not, as you never know—something might change at the last minute (though hopefully not).

Best,
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2.5 Enter into a Community Use Agreement, which may include a Statutory Right of Way and Section 219 Covenant, to secure on a cost recovery basis the use of and access to the restored Hollywood Theatre for local non-profit arts and cultural purposes, for a minimum number of hours per month in perpetuity, with final details of such use to be agreed upon prior to the issuance of the development permit, together with such other terms and conditions required all to the satisfaction of the Director of Legal Services and the Managing Director of Cultural Services.

From: Track, Joanna
Sent: Wednesday, December 19, 2018 3:27 PM
To: Lambertson, Kristen; Robin, Sarah
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi Kristen,

No problem, here is the latest version of the CUA. It has not been signed and registered yet, because we are waiting to hear when they plan to consolidate, but this is the last version we settled on.

Let me know if you need anything else.

Joanna

From: Lambertson, Kristen
Sent: Wednesday, December 19, 2018 2:09 PM
To: Robin, Sarah

Cc: Track, Joanna

Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Good question. I just reached out to Joanna (cc'd here) to get the final CUA. We should ensure that the wording matches.

Best,
Kristen

From: Robin, Sarah

Sent: Wednesday, December 19, 2018 2:07 PM

To: Lambertson, Kristen

Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi Kristen,

I'm wondering whether the details of the use of theatre have been established yet, as part of the Community Use Agreement?Just wondering because they are applying for their building permit and they have proposed to use the theatre for live performances/movie theatre, and want to ensure there aren't additional uses that we should be aware of.

Thank you!
Sarah

From: Lambertson, Kristen

Sent: Wednesday, December 19, 2018 9:21 AM

To: Robin, Sarah

Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi Sarah:

Are the documents on vandocs? I'm having issues with my computer and accessing posse.

Thanks
Kristen

From: Robin, Sarah

Sent: Wednesday, December 19, 2018 9:13 AM

To: Cheng, Maria; Cheng, Paul; Maness, Alina; Wilson, Terry; Boldt, James; Sales, Alix; Lambertson, Kristen; Anderson, Kelly; Kwan, Linda; Foster, Renae

Subject: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hello all:

A friendly reminder to please complete your review of the prior-to response for the above project by January 3rd.

If you have any questions, please let me know.

Best,
Sarah

Sarah Robin | Project Facilitator

Development, Buildings, & Licensing

City of Vancouver | 515 W 10th Ave

Vancouver | BC, V5Y 1V4

604.871.6384

sarah.robins@vancouver.ca



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Joanna Track
Solicitor | Legal Services | City of Vancouver
t: 604.873.7513
f: 604.873.7445
Mail: 453 W. 12th Avenue, Vancouver, BC V5Y 1V4
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Email: joanna.track@vancouver.ca

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Let me know if you need anything else.

Joanna

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Kristen

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Thank you!
Sarah

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To: Robin, Sarah
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi Sarah:
Are the documents on vandocs? I'm having issues with my computer and accessing posse.

Thanks
Kristen

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To: Cheng, Maria; Cheng, Paul; Maness, Alina; Wilson, Terry; Boldt, James; Sales, Alix; Lambertson, Kristen; Anderson, Kelly; Kwan, Linda; Foster, Renae
Subject: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hello all:

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If you have any questions, please let me know.

Best,
Sarah

Sarah Robin | Project Facilitator
Development, Buildings, & Licensing
City of Vancouver | 515 W 10th Ave
Vancouver | BC. V5Y 1V4
604.871.6384
sarah.robin@vancouver.ca



From: Hildebrandt, Erv
Sent: Monday, March 11, 2019 11:53 AM
To: Robin, Sarah
Subject: RE: HOLLYWOOD THEATRE LANDSCAPE DRAWINGS TO ERV.

Hi Sarah,

Landscape approval is required so any require tree protection can be installed and inspected. This is part of the DP process.

John has approved the BP for the theatre work to be issued ahead of the DP issuance however I will required two copies of the stamped and approved landscape drawings from the approved DP set prior to issuing any permits for the new building.

Erv Hildebrandt

Technical Supervisor
City of Vancouver
Development, Buildings, & Licensing - Building Review Branch
Tel: 604.871.6562
Email: erv.hildebrandt@vancouver.ca

2014 Vancouver Building Bylaw and Amendments:

<http://vancouver.ca/your-government/vancouver-building-bylaw.aspx>

From: Robin, Sarah
Sent: Monday, March 11, 2019 8:54 AM
To: Hildebrandt, Erv
Subject: FW: HOLLYWOOD THEATRE LANDSCAPE DRAWINGS TO ERV.

Hi Erv,

Following up on Marianne's email below, do you require the DP prior-to response landscape drawings?

Best,
Sarah

From: marianne amodio [mailto:marianne@mahg.ca]
Sent: Saturday, March 09, 2019 2:09 PM
To: Robin, Sarah
Cc: Egor Revenko
Subject: Re: HOLLYWOOD THEATRE LANDSCAPE DRAWINGS TO ERV.

Hi Sarah.

Can you please confirm that the landscape drawings for the Hollywood have been sent to Erv for completion of the Building Permit for the Hollywood Theatre?

Thank you!

M

Marianne Amodio, Principal
Architect AIBC, LEED AP

MA+HG

Marianne Amodio and Harley Grusko Architects Inc.

778 379 9276
#102-127 East Pender
Vancouver BC V6A1T6

www.mahg.ca

I WILL BE OUT OF STUDIO MARCH 18, RETURNING MARCH 26.

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If you have received this email in error, please notify the sender and destroy this email.

On Feb 14, 2019, at 4:03 PM, Robin, Sarah <Sarah.Robin@vancouver.ca> wrote:

Hi Marianne – Thanks for sending this update.
Best,
Sarah

From: marianne amodio [<mailto:marianne@mahg.ca>]
Sent: Thursday, February 14, 2019 11:06 AM
To: Robin, Sarah
Subject: HOLLYWOOD THEATRE BP RELEASE IN ADVANCE OF DP.

Hi Sarah.
Hope all is well.
FYI please see below regarding Development Services permission to release BP in advance of DP.
M

Marianne Amodio, Principal
Architect AIBC, LEED AP

MA+HG
Marianne Amodio and Harley Grusko Architects Inc.

778 379 9276
#102-127 East Pender
Vancouver BC V6A1T6

www.mahg.ca

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Begin forwarded message:

From: "Greer, John" <john.greer@vancouver.ca>
Subject: RE: Moving to the Province
Date: February 14, 2019 at 9:59:28 AM PST
To: marianne amodio <marianne@mahg.ca>
Cc: "Hildebrandt, Erv" <erv.hildebrandt@vancouver.ca>

Hi Marianne,

I have discussed the BP scope of work for the Hollywood Theatre and am willing to allow this BP to be issued prior to the issuance of the DP for the development

Thanks,
John

From: marianne amodio [<mailto:marianne@mahg.ca>]
Sent: Thursday, February 7, 2019 8:58 AM
To: Krishna, Kaye
Cc: Greer, John; Hildebrandt, Erv
Subject: Re: Moving to the Province

Thanks Kaye!

John, can we please set up a time to discuss? We are moving all horses towards the finish line, but we would like to ensure that the City's priority is still to open the Theatre as soon as possible. We had a very productive meeting with Erv (I've copied him here) yesterday that resolved some outstanding code issues; there's still a bit of work to do on this end, but certainly we are headed in the direction where the BP could be issued quite quickly.

As you know, the Hollywood Theatre has been shuttered for the past 8 years and is in a continuing state of disrepair. There is strong community support to have it re-opened as soon as possible and extremely motivated Owners and Operators (who need to book shows a year in advance). We understood from the last Council, as well as the City team that was working on it (most since transferred to other departments or left) that it was a priority for the City to reinstate the Theatre. I am hoping to re-stoke the momentum.

M

Marianne Amodio, Principal
Architect AIBC, LEED AP

MA+HG

Marianne Amodio and Harley Grusko Architects Inc.

778 379 9276
#102-127 East Pender
Vancouver BC V6A1T6

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If you have received this email in error, please notify the sender and destroy this email.

On Feb 6, 2019, at 7:09 PM, Krishna, Kaye <Kaye.Krishna@vancouver.ca> wrote:

Hi Marianne,

Thanks for reaching out on this. Sounds like Erv has already been speaking to John Greer about this so you should be able to connect with him (cc'd here) to work this out.

Thanks,
Kaye

KAYE KRISHNA | General Manager
Development, Buildings, & Licensing
(O) [604.873.7160](tel:604.873.7160) | (M) [604.679.0475](tel:604.679.0475)

Sent from my iPhone, please forgive any typos

On Feb 6, 2019, at 5:14 PM, marianne amodio <marianne@mahg.ca> wrote:

Hi Kaye.
Looking forward to seeing you on Friday.

I was hoping for one last intervention on behalf of the Hollywood Theatre. In our discussions with Erv Hildebrandt regarding the building permit for the theatre, he tells me that in order to release the Building Permit for the theatre ahead of the development permit for the entire development, that he would need clearance from Development Services to do so. He indicated that a call or email from you would suffice.

As you may recall, we have been pushing to get the theatre operational for the community ahead of the work for the residential building next door, which we know will take at least three more years.

The BP for the theatre was submitted in December and is imminent upon development services approval to release it.

Hoping to impose upon your good nature one last time to finally see the Theatre reopen!

Marianne Amodio Architect AIBC
MA+HG Architects Inc.
778-991-0155
www.mahg.ca

On Jan 31, 2019, at 11:42 AM, Krishna, Kaye <Kaye.Krishna@vancouver.ca> wrote:

Hi Marianne,

I wanted to let you know that I'm leaving the city later this month. I've accepted an appointment as Deputy Minister of Municipal Affairs and Housing at the Province – and will be moving to Victoria. Wow! I'm genuinely sad to leave the city – we have a great team and fantastic partners like you – but I'm honoured and excited to have the opportunity to work on so many critical issues with cities across BC.

I'll miss you! Let me know if you're ever in Vic.
Kaye

KAYE KRISHNA | General Manager
Development, Buildings, & Licensing
City of Vancouver | 515 W 10th Ave
Vancouver | BC V5Y 1V4
(O) 604.873.7160 | (M) 604.679.0475
kaye.krishna@vancouver.ca

<image001.png>

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From: "Robin, Sarah" <Sarah.Robin@vancouver.ca>
To: "Freeman, John" <John.Freeman@vancouver.ca>
Date: 5/16/2019 4:08:11 PM
Subject: FW: Reporting: 3123 - 3141 West Broadway (DP-2018-00039) - 4184 Investments Ltd.
Attachments: 4184 INVESTMENTS (DP-2018-00039) - E-binder (3123 - 3141 West Broadway) (01176779xD3527).pdf
4184 INVESTMENTS LTD. - Reporting Memo (DP) - registration of Charges on Lands (except Heritage conditions) (01176773xD3527).pdf

Hi John, FYI re: registration of documents, see below.

From: Yip, Chia-Li
Sent: Thursday, May 16, 2019 4:04 PM
To: Lambertson, Kristen; Loughheed, Graham; Zeegers, Randy; Wilson, Terry
Cc: Robin, Sarah; Autiero, David; Track, Joanna
Subject: RE: Reporting: 3123 - 3141 West Broadway (DP-2018-00039) - 4184 Investments Ltd.

Ooops, here are the attachments.

Thanks,

Chia-Li Yip (82757)
Legal Assistant

From: Yip, Chia-Li
Sent: May-16-19 4:02 PM
To: Lambertson, Kristen; Loughheed, Graham; Zeegers, Randy; Wilson, Terry
Cc: Robin, Sarah; Autiero, David; Track, Joanna
Subject: Reporting: 3123 - 3141 West Broadway (DP-2018-00039) - 4184 Investments Ltd.

Hi All,

The documents required per Development Application No. DP-2018-00039 are now fully registered at the Land Title Office, or, in the instances of conditions 2.8 and 2.9, have been executed by the Owner. Attached for your records are our reporting memo and an E-binder containing the documents noted in the memo. Please note that fulfillment of the Heritage conditions was separately reported to Zlatan Jankovic of the Heritage Group.

Thanks,

Chia-Li Yip | Legal Assistant | City of Vancouver | Main: 604.873.7512 | Direct: 604.606.2757 | chia-li.yip@vancouver.ca
Mail: 453 West 12th Avenue, Vancouver, BC V5Y 1V4
Courier: #401 – 515 West 10th Avenue, Vancouver, BC V5Z 4A8

This e-mail and the information it contains are privileged and confidential, and only the intended recipient may use it. The City of Vancouver prohibits unauthorized use. If you are not the intended recipient, please immediately send this e-mail back to the sender and delete the original.

****Please note that couriers and visitors need to sign in at the Concierge Desk on the ground floor in Development Services to gain access to our offices****

3123 - 3141 West Broadway
DP-2018-00039 - LTO registration: March 22 and April 15, 2019
4184 Investments Ltd.

Description	Tab No.
Title Search PID: 030-741-131, Lot 1 Block 54 District Lot 540 Group 1 New Westminster District Plan EPP88675	1
Community Use Agreement (CA7407833 - CA7407836)	2
Undertaking to Replace Encroachment Agreement M72987	3
Undertaking to Release Covenant H26232 (off-site parking)	4
Application to deposit Subdivision Plan EPP88675 (CA7407837)	5
Subdivision Plan EPP88675	6
Shared Use Loading Agreement (CA7407838 - CA7407839)	7
Application to Deposit Explanatory Plan EPP91667 (CA7448178)	8
Explanatory Plan EPP91667	9
Pedestrian Access/Building Setbacks Statutory Right of Way (CA7448179 - CA7448186)	10

Joanna Track
Law File: LS-18-01528-000

TITLE SEARCH PRINT

File Reference: 240584.00536BLV

2019-05-08, 12:45:09

Requestor: Karen Wright

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN****

Title Issued Under	SECTION 98 LAND TITLE ACT
Land Title District Land Title Office	VANCOUVER VANCOUVER
Title Number From Title Number	CA7407837 BB1163556 BB1163557 CA2031534
Application Received	2019-03-22
Application Entered	2019-03-28
Registered Owner in Fee Simple Registered Owner/Mailing Address:	4184 INVESTMENTS LTD., INC.NO. BC0559518 300 - 526 GRANVILLE STREET VANCOUVER, BC V6C 1W6
Taxation Authority	Vancouver, City of
Description of Land Parcel Identifier; Legal Description:	030-741-131 LOT 1 BLOCK 54 DISTRICT LOT 540 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP88675
Legal Notations	NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA2987318 FILED 2013-02-07 NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA3308576 FILED 2013-08-23 HERETO IS ANNEXED EASEMENT CA3767385 OVER LOT H PLAN 20212 PART FORMERLY THE E 1/2 LOT 10 BLK 54 DL 540 PL 229 EXCEPT THE N 5 FT, AND PL 4166 PART FORMERLY LOT 9 PL 229 EXCEPT PL 4166

TITLE SEARCH PRINT

File Reference: 240584.00536BLV

2019-05-08, 12:45:09

Requestor: Karen Wright

HERETO IS ANNEXED EASEMENT CA7243329 OVER THE WEST 1/2 OF LOT 10
(EXCEPT THE
NORTH 5 FEET NOW LANE AND PART IN PLAN 4166) PLAN 229

NOTICE OF HERITAGE DESIGNATION BYLAW, VANCOUVER CHARTER, SECTION 593,
SEE CA7253045

NOTICE OF HERITAGE REVITALIZATION AGREEMENT, VANCOUVER CHARTER,
SECTION 592, SEE CA7268755

Charges, Liens and Interests

Nature:	COVENANT
Registration Number:	H26232
Registration Date and Time:	1980-04-24 12:02
Registered Owner:	CITY OF VANCOUVER
Remarks:	L.T.A. S. 215 PART FORMERLY THE E 1/2 LOT 10 BLK 54 DL 540 PL 229 EXCEPT THE N 5 FT, AND PL 4166
Nature:	EASEMENT AND INDEMNITY AGREEMENT
Registration Number:	M72987
Registration Date and Time:	1984-09-13 13:44
Registered Owner:	CITY OF VANCOUVER
Remarks:	PART FORMERLY LOT H PL 20212
Nature:	MORTGAGE
Registration Number:	CA3574502
Registration Date and Time:	2014-01-31 10:35
Registered Owner:	CANADIAN WESTERN BANK
Nature:	ASSIGNMENT OF RENTS
Registration Number:	CA3574503
Registration Date and Time:	2014-01-31 10:35
Registered Owner:	CANADIAN WESTERN BANK
Nature:	EASEMENT
Registration Number:	CA3767385
Registration Date and Time:	2014-06-06 14:59
Remarks:	APPURTENANT TO LOT 9 (EXCEPT PART IN PLAN 4166) PLAN 229 AND THE EAST 1/2 OF LOT 10 (EXCEPT THE NORTH 5 FEET NOW LANE AND PART IN PLAN 4166) PLAN 229 PART FORMERLY LOT H PL 20212

TITLE SEARCH PRINT

File Reference: 240584.00536BLV

20 19-05-08, 12:45:09
Requestor: Karen Wright

Nature: EASEMENT
Registration Number: CA7243328
Registration Date and Time: 2018-12-11 14:24
Remarks: APPURTENANT TO THE WEST 1/2 OF LOT 10 (EXCEPT THE NORTH 5 FEET NOW LANE AND PART IN PLAN 4 166)
PLAN 229

Nature: COVENANT
Registration Number: CA7268756
Registration Date and Time: 2018-12-21 15:19
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT
Registration Number: CA7268757
Registration Date and Time: 2018-12-21 15:19
Remarks: GRANTING CA7268756 PRIORITY OVER CA3574502 AND CA3574503

Nature: COVENANT
Registration Number: CA7268758
Registration Date and Time: 2018-12-21 15:19
Registered Owner: CITY OF VANCOUVER
Remarks: RESTRICTS DEALINGS

Nature: PRIORITY AGREEMENT
Registration Number: CA7268759
Registration Date and Time: 2018-12-21 15:19
Remarks: GRANTING CA7268758 PRIORITY OVER CA3574502 AND CA3574503

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA7268760
Registration Date and Time: 2018-12-21 15:19
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT
Registration Number: CA7268761
Registration Date and Time: 2018-12-21 15:19
Remarks: GRANTING CA7268760 PRIORITY OVER CA3574502 AND CA3574503

Nature: EQUITABLE CHARGE
Registration Number: CA7268762
Registration Date and Time: 2018-12-21 15:19
Registered Owner: CITY OF VANCOUVER

TITLE SEARCH PRINT

File Reference: 240584.00536BLV

2019-05-08, 12:45:09
Requestor: Karen Wright

Nature: PRIORITY AGREEMENT
Registration Number: CA7268763
Registration Date and Time: 2018-12-21 15:19
Remarks: GRANTING CA7268762 PRIORITY OVER CA3574502 AND CA3574503

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA7407833
Registration Date and Time: 2019-03-22 12:42
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA
PART FORMERLY LOT H PLAN 20212

Nature: PRIORITY AGREEMENT
Registration Number: CA7407834
Registration Date and Time: 2019-03-22 12:42
Remarks: GRANTING CA7407833 PRIORITY OVER CA3574502 AND CA3574503

Nature: COVENANT
Registration Number: CA7407835
Registration Date and Time: 2019-03-22 12:42
Registered Owner: CITY OF VANCOUVER
Remarks: INTER ALIA
PART FORMERLY LOT H PLAN 20212

Nature: PRIORITY AGREEMENT
Registration Number: CA7407836
Registration Date and Time: 2019-03-22 12:42
Remarks: GRANTING CA7407835 PRIORITY OVER CA3574502 AND CA3574503

Nature: COVENANT
Registration Number: CA7407838
Registration Date and Time: 2019-03-22 12:42
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT
Registration Number: CA7407839
Registration Date and Time: 2019-03-22 12:42
Remarks: GRANTING CA7407838 PRIORITY OVER CA3574502 AND CA3574503

TITLE SEARCH PRINT

File Reference: 240584.00536BLV

20 19-05-08, 12:45:09
Requestor: Karen Wright

Nature: STATUTORY RIGHT OF WAY
Registration Number: CA7448179
Registration Date and Time: 2019-04-15 15:47
Registered Owner: CITY OF VANCOUVER
Remarks: PART IN PLAN EPP91667

Nature: PRIORITY AGREEMENT
Registration Number: CA7448180
Registration Date and Time: 2019-04-15 15:47
Remarks: GRANTING CA7448179 PRIORITY OVER CA3574502 AND CA3574503

Nature: COVENANT
Registration Number: CA7448181
Registration Date and Time: 2019-04-15 15:47
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT
Registration Number: CA7448182
Registration Date and Time: 2019-04-15 15:47
Remarks: GRANTING CA7448181 PRIORITY OVER CA3574502 AND CA3574503

Nature: COVENANT
Registration Number: CA7448183
Registration Date and Time: 2019-04-15 15:47
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT
Registration Number: CA7448184
Registration Date and Time: 2019-04-15 15:47
Remarks: GRANTING CA7448183 PRIORITY OVER CA3574502 AND CA3574503

Nature: EQUITABLE CHARGE
Registration Number: CA7448185
Registration Date and Time: 2019-04-15 15:47
Registered Owner: CITY OF VANCOUVER

Nature: PRIORITY AGREEMENT
Registration Number: CA7448186
Registration Date and Time: 2019-04-15 15:47
Remarks: GRANTING CA7448185 PRIORITY OVER CA3574502 AND CA3574503

Duplicate Infeasible Title

NONE OUTSTANDING

TITLE SEARCH PRINT

File Reference: 240584.00536BLV

2019-05-08, 12:45:09

Requestor: Karen Wright

Transfers

NONE

Pending Applications

NONE

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

Mar-22-2019 12:42:05.001

CA7407833 CA7407836

PAGE 1 OF 17 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Kristian Nickolas
Arciaga F8GH97

Digitally signed by Kristian
Nickolas Arciaga F8GH97
Date: 2019.03.22
10:03:14 -07'00'

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

Megan Sedmak, Paralegal, of Fasken Martineau Dumoulin LLP

Barristers & Solicitors

2900 - 550 Burrard Street

Vancouver

BC V6C 0A3

Telephone: 604-631-3131

LTO No.: 11565

File No.: 240584.00107/18386

File No. LS-18-01528-002 (Community Use Agreement)

Document Fees: \$286.32

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

006-767-966

LOT H BLOCK 54 DISTRICT LOT 540 PLAN 20212

STC? YES ☐

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) ☐ Filed Standard Charge Terms D.F. No.(b) ☒ Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

4184 INVESTMENTS LTD. (INCORPORATION NO. BC0559518)

CANADIAN WESTERN BANK, AS TO PRIORITY

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

CITY OF VANCOUVER

453 WEST 12TH AVENUE

VANCOUVER

V5Y 1V4

BRITISH COLUMBIA

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

N/A

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

BARBARA VANDERBURGH

Barrister & Solicitor

2900 - 550 Burrard Street

Vancouver, BC V6C 0A3

604 631 4937

Execution Date		
Y	M	D
19	01	09

Transferor(s) Signature(s)

4184 INVESTMENTS LTD. by its
authorized signatory(ies):

Print Name: C. Dino Bonnis

Print Name:

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

PAGE 2 of 17 PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

NICHOLAS KING

Y	M	D
19	01	21

CANADIAN WESTERN BANK by its
authorized signatory(ies):

Commissioner for Taking Affidavits in British Columbia

#2200, 666 Burrard Street
Vancouver, BC V6C 2X8
Expires: September 30, 2021

Print Name: STEPHEN JACOBSON
AVP

(As to all signatures)

Print Name: CHRIS TONG
AVP

JOANNA TRACK

19	02	25
----	----	----

CITY OF VANCOUVER by its
authorized signatory:

Solicitor

453 WEST 12TH AVENUE
VANCOUVER, B.C. V5Y 1V4

HEIDI GRANGER

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 3 OF 17 PAGES

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Statutory Right of Way		Article 2, Pages 7-11

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		granting the above Statutory Right of Way priority over Mortgage CA3574502 and Assignment of Rents CA3574503 Page 17

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Section 219 Covenant Article 3, Pages 11-12

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		granting the above Section 219 Covenant priority over Mortgage CA3574502 and Assignment of Rents CA3574503 Page 17

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

TERMS OF INSTRUMENT - PART 2

COMMUNITY USE AGREEMENT HOLLYWOOD THEATRE

BACKGROUND:

- A. It is understood and agreed that this instrument shall be read as follows:
- (a) the Transferor, 4184 INVESTMENTS LTD., is called the "Owner"; and
 - (b) the Transferee, CITY OF VANCOUVER, is called the "City" when referring to the corporate entity and the "City of Vancouver" when referring to geographical location.
- B. There is a building situated on the Theatre Lands, known as the "Hollywood Theatre", which is listed on the Vancouver Heritage Register in the 'B' evaluation category and is considered to be of heritage value (the "Theatre Building").
- C. The Owner wishes to develop the Theatre Lands in conjunction with the Adjacent Lands by:
- (a) rehabilitating the Theatre Building;
 - (b) constructing on the Lands, to the west of the Theatre Building, a new six-storey mixed-use building containing approximately forty (40) dwelling units and commercial units on the ground floor (the "New Building");
 - (c) limiting the use of the Theatre Building to theatre use only; and
 - (d) either:
 - (i) consolidating the Lands pursuant to the provisions of the *Land Title Act* to create a single parcel upon which both the New Building and the Theatre Building will be located;
 - (ii) consolidating the Adjacent Lands pursuant to the provisions of the *Land Title Act* to create a single parcel upon which the New Building will be located, with the Theatre Building continuing to be located on the existing Theatre Lands;
 - (iii) consolidating and subdividing the Lands pursuant to the provisions of the *Land Title Act* to create two new parcels, one parcel upon which the New Building will be located and a separate parcel upon which the Theatre Building is located,

PROVIDED only one of the above options be undertaken;

and under development permit application No. DP-2018-00039 (the "DP Application") has applied to the City for a development permit for that purpose.

- D. The Director of Planning has approved the DP Application subject to, among other things, fulfilment of the following condition:

"Community Use Agreement condition:

- 2.5 Enter into a Community Use Agreement, which may include a Statutory Right of Way and Section 219 Covenant, to secure on a cost recovery basis the use of and access to the restored Hollywood Theatre for local non-profit arts and cultural purposes, for a minimum number of hours per month in perpetuity, with final details of such use to be agreed upon prior to the issuance of the development permit, together with such other terms and conditions required all to the satisfaction of the Director of Legal Services and the Managing Director of Cultural Services."

- E. The Owner has agreed to enter into this agreement to permit Community Organizations to have use of the Theatre Building on certain terms and conditions as set out herein.

NOW THEREFORE in consideration of the sum of Ten Dollars (\$10.00) now paid by the City to the Owner, the matters referred to in the foregoing recitals, the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the parties) the parties hereto hereby covenant and agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1 Definitions. Terms defined in this Section 1.1, unless specifically otherwise provided in this agreement, will have the following meanings for all purposes of this agreement:

- (a) **"Adjacent Lands"** means, together, those parcels of land situate in the City of Vancouver, Province of British Columbia, legally described as PID: 015-450-384, Lot 9, Except Part in Plan 4166, Block 54 District Lot 540 Plan 229 and PID: 015-450-414, The East ½ of Lot 10, Except the North 5 Feet Now Land and Part in Plan 4166, Block 54 District Lot 540 Plan 229;
- (b) **"Arts, Culture and Community Services General Manager"** means the chief administrator from time to time of the City's Arts, Culture and Community Services department and his or her successors in function and respective nominees;
- (c) **"City Personnel"** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (d) **"Community Organization"** means a non-profit arts and/or cultural organization based within the City of Vancouver;
- (e) **"Director of Legal Services"** means the chief administrator from time to time of the Law Department of the City of Vancouver and his or her successors in function and respective nominees;
- (f) **"Lands"** means, together, the Theatre Lands and the Adjacent Lands;

- (g) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c. 250;
- (h) **"Losses"** means all damages, losses, costs, actions, causes of action, claims, demands, builders liens, liabilities and expenses of any kind (including but not limiting the generality of the foregoing, in respect of injury, death or damage to any person or property);
- (i) **"LTO"** means the Vancouver Land Title Office;
- (j) **"Managing Director of Cultural Services"** means the Managing Director of Cultural Services for the City or the person acting in that capacity from time to time, except, where the City does not have any person acting in that capacity, "Managing Director of Cultural Services" means the person designated from time to time by the City to administer this agreement;
- (k) **"New Building"** has the meaning given in the introductory paragraphs of this agreement;
- (l) **"Owner"** means 4184 INVESTMENTS LTD. and all of its assigns, successors and successors in title to the Lands;
- (m) **"Prime Rate"** means at any time, the per annum rate of interest published by the main branch in the City of Vancouver of The Bank of Montreal, or its successor at such time, as its reference rate for setting rates of interest on loans of Canadian dollars to customers in Canada and referred to by such bank as its "prime rate", provided however that if such bank publishes more than one such reference rate at any time, the Prime Rate will be the highest thereof, and provided further that, if a court holds that this definition of Prime Rate is vague, uncertain or otherwise defective, then the Prime Rate will be three (3%) percent greater than the per annum rate of interest established by the Bank of Canada as the rate payable on overnight loans by Schedule I Canadian Chartered Banks;
- (n) **"Statutory Right of Way"** means the statutory right of way granted by the Owner in favour of the City pursuant to Article 2; and
- (o) **"Theatre Building"** has the meaning given in the introductory paragraphs of this agreement;
- (p) **"Theatre Lands"** means that parcel of land situate in the City of Vancouver, Province of British Columbia, legally described as PID: 006-767-966 Lot H Block 54 District Lot 540 Plan 20212.

1.2 Interpretation. The following provisions apply to this agreement:

- (a) sections and headings are for convenient reference, and are not to affect the meanings of provisions;
- (b) use of the singular or masculine includes the plural, feminine, or body corporate, and vice versa;
- (c) the laws of British Columbia are to govern its interpretation and enforcement;

- (d) each of the City and the Owner accepts the jurisdiction of the courts of British Columbia;
- (e) if a court finds any provision invalid, illegal, or unenforceable, and severs it from this agreement, the remaining provisions will remain in force and effect;
- (f) time will be of the essence, and if the City or the Owner expressly or impliedly waives that requirement, the City or the Owner may re-instate it by delivering notice to the other;
- (g) waiver of a default by the City or the Owner does not mean that the City or the Owner waives any other default;
- (h) no amendment is to have any force or effect unless the City and the Owner have signed it;
- (i) this agreement represents the entire agreement between the City and the Owner regarding the matters set out in this agreement, and supersedes all prior agreements, understandings, letters of intent, negotiations, or discussion about such matters;
- (j) any reference to a statute is to the statute and its regulations in force on the date the City signs the Form C, and to subsequent amendments to or replacements of the statute or regulations;
- (k) the Owner will execute and deliver to the City, on request by the City from time to time, such further assurances and instruments as the City may require to give full force and effect to the Owner's obligations under this agreement or to effect registration of the Statutory Right of Way and the section 219 covenant referred to in Article 3; and
- (l) if the Owner consists of more than one party, such parties will be jointly and severally liable to the City for the performance and observance of this agreement.

ARTICLE 2 STATUTORY RIGHT OF WAY

2.1 Grant of Statutory Right of Way. Pursuant to section 218 of the *Land Title Act*, the Owner hereby grants to the City the full, free and uninterrupted right, liberty, easement and statutory right of way on, over, upon and within the Theatre Lands at all times hereafter specified, for the purposes of:

- (a) permitting Community Organizations to use the Theatre Building for arts and cultural presentations and events, in particular but not exclusive of live music and film presentations, for a minimum of twenty-four (24) hours per month during regular licensed hours of operation, including prime-time weekday and weekend evening (5pm onwards) and matinee performance times, provided that:
 - (i) use of the Theatre Building by Community Organizations will be on a cost-recovery basis for the Owner. For certainty, the Owner will not require such Community Organizations to pay a booking fee for the use of the Theatre Building, but the Owner may recover its actual operational costs

resulting from a Community Organization's use of the Theatre Building directly from that Community Organization, including but not limited to:

- (A) costs for any required technical, sound, projection, and lighting services;
- (B) any additional utility costs incurred by the Owner as a result of the Community Organization's use of the Theatre Building, over and above routine operational utility costs; and
- (C) any supplementary janitorial service over and above routine janitorial service required pursuant to Section 3.1(a)(ii).

Notwithstanding the foregoing, Community Organizations may choose to bring in their own technical support services at their own cost. The Owner acknowledges and agrees that the City shall not be responsible for any such operational costs associated with the use of the Theatre Building by any Community Organization pursuant to this agreement;

- (ii) all Community Organizations must schedule their use of the Theatre Building with the Owner (or its designated Theatre Building operator) at least eight (8) weeks in advance of the desired event date. The Owner may allow Community Organizations to make bookings less than eight (8) weeks in advance of the desired event date in its discretion and subject to Theatre Building availability;
- (iii) in the event that the Theatre Building is booked by Community Organizations for less than twenty-four (24) hours in any month, the Owner may but is not obligated to allow any un-used hours to be carried forward in its discretion;
- (iv) in the event that one or more Community Organizations wish to use the Theatre Building for more than twenty-four (24) hours in a particular month (or such total number of hours as may be reallocated to that month, in the Owner's discretion, pursuant to subsection (iii) above), then such additional use will be negotiated directly between the particular Community Organization and the Owner (or its designated Theatre Building operator);
- (v) the Owner may require such Community Organizations to abide by the limitations contained in Section 2.7 and any reasonable rules, regulations and security arrangements established by the Owner and communicated to the City and such Community Organizations from time to time;
- (vi) all Community Organizations will have adequate commercial general liability insurance (minimum \$2,000,000 per occurrence/aggregate including tenant's legal liability) adding the City and the Owner as additional insureds, and the Owner (or its designated Theatre Building operator) may require evidence of such insurance prior to any booking. The Owner may allow alternative insurance coverage with the prior written consent of the Managing Director of Cultural Services;

- (vii) the Owner will ensure that the general content of this agreement is made easily accessible to the public, either on the Theatre Building's website or other similar mode of public promotion, to the satisfaction of the Managing Director of Cultural Services;
 - (viii) the Owner will, no later than March 31st of each year, provide the Managing Director of Cultural Services with an annual report for the previous calendar year that includes, but is not limited to, the names of all Community Organizations who booked the Theatre Building in the previous calendar year, and the dates, times, and types of events that Community Organizations booked in the previous calendar year pursuant to this agreement, to the satisfaction of the Managing Director of Cultural Services; and
- (b) permitting City Personnel to enter the Theatre Building with equipment, tools and materials for the purpose of inspecting the Theatre Building and carrying out the Owner's obligations as set out in Section 3.1(a)(i)(A) if the Owner defaults in observing or performing such obligations and the following will apply:
- (i) the City will provide prior reasonable notice of its intention to inspect the Theatre Building;
 - (ii) the City will not exercise its right to carry out the Owner's obligations as set out in Section 3.1(a)(i)(A) without first giving 30 days' written notice to the Owner of the City's intention to carry out such work if the Owner does not remedy such default within the stated 30 day period (or if a remedy is not practicable within such period, commence remedying such default within the stated 30 day period), which notice will include a reasonable description of the Owner's default, provided that no notice will be required in the event of emergency or apprehended emergency, in the sole opinion of the Arts, Culture and Community Services General Manager; and
 - (iii) the Owner covenants to forthwith pay to the City all costs and expenses incurred by the City in undertaking such work, including all fees paid to expert consultants plus an additional twenty percent (20%) of all such costs to cover administrative overhead upon the City issuing invoices for same, together with interest on all such amounts at the Prime Rate plus three percent (3%) per annum commencing as of the 5th business day after the date of delivery of such invoice to the Owner.

2.2 Access. In the event that the City requires access to the Theatre Building for any purpose pursuant to section 2.1(b), the Owner will provide the City with such access upon the City giving the Owner (or its designated Theatre Building operator) at least 24 hours prior notice.

2.3 Right to Bar Entry. The Owner may bar entry to or eject from the Theatre Building any member of the public who:

- (a) acts in a disorderly or offensive manner, interferes with or obstructs any other person, appears intoxicated or commits or appears to commit an illegal act;
- (b) presents an apparent threat to the safety of others or to the security of the Theatre Building;

- (c) fails to comply with any rule, regulation or security arrangement established by the Owner in accordance with Section 2.1(a)(vi);
- (d) is flagged as a potential or past problem or liability patron, as noted on the theatre security data base or BAR WATCH; or
- (e) has previously or may impede the business and/or safety of the Owner, operators or staff of the Theatre Building.

2.4 Interruption of Public Use by Owner. Upon seven (7) days' prior notice to the City, the Owner may temporarily interrupt the use and enjoyment of part or all of the Theatre Building permitted by this agreement, but only to the extent reasonably necessary for the Owner to carry out maintenance, repair and replacement work which the Owner is expressly permitted or required to carry out under this agreement, provided that no notice will be required in the event of emergency or apprehended emergency, in the sole opinion of the Owner or its delegate.

2.5 Statutory Right of Way Not Interrupted by Default by City. No default by the City or any permittee of the City under this agreement (including any Community Organization) and no act or failure to act by the City in connection with the Statutory Right of Way will result or be deemed to result in the interruption, suspension or termination of the Statutory Right of Way, and the Owner will refrain from seeking any judgment, order, declaration or injunction to that effect.

2.6 Impairment of Statutory Right of Way by Owner. The Owner will take no action nor pass any bylaw or rule which would have the effect of prohibiting, preventing or impairing the City or any permittee of the City (including any Community Organization) from fully utilizing the Theatre Building for the purposes set out in this agreement, including any limitation on access to the Theatre Building or any negative impact on the uses of the Theatre Building permitted by this agreement.

2.7 Limitation on Statutory Right of Way. In exercising its rights under Section 2.1, the City will only use, and the City will only permit its permittees (including any Community Organization) to use, those portions of the Theatre Lands as are reasonably necessary to access the Theatre Building and will use designated pathways and entrances so as to minimize disruption to other users of the Theatre Lands or the Adjacent Lands.

2.8 No City Obligation. Nothing in this agreement implies that the City has any obligation to the Owner or to anyone else to exercise any of its rights under Section 2.1.

2.9 Modification. Once the New Building has been completed and the Lands have been consolidated and/or subdivided as described in the introductory paragraphs of this agreement, the Owner may, at its option and as reasonably necessary, arrange for a modification, extension, replacement, or partial discharge of this agreement (the "**Modification Agreement**") which will specify the area of the Lands to be charged by the Statutory Right of Way or the area from which the Statutory Right of Way is to be discharged, and cause a registrable plan (the "**Registration Plan**") to be prepared depicting such area. The Modification Agreement will be to the satisfaction of the Director of Legal services. The Owner will deliver the Modification Agreement to the Director of Legal Services for execution by the City and once fully executed the Owner will take all necessary steps to register the Modification Agreement and the Registration Plan against title to the Lands or appropriate portion of the Lands at the LTO to the satisfaction of and in priority acceptable to the Director of Legal Services, provided that until the Modification

and Registration Plan are registered, this agreement will remain as a charge against the Theatre Lands.

2.10 Other Sections Form Part of Statutory Right of Way. The Owner covenants and agrees with the City that Sections 4.1 to 6.11 inclusive of this agreement will be deemed to be included in and form part of the Statutory Right of Way.

2.11 Statutory Right of Way Necessary. The Statutory Right of Way granted herein is necessary for the operation and maintenance of the City's undertaking.

ARTICLE 3 SECTION 219 COVENANT

3.1 Owner Covenants. Pursuant to Section 219 of the *Land Title Act*, the Owner covenants with the City in respect of the use of the Theatre Lands that:

- (a) the Owner, at its expense, will equip and furnish the Theatre Building to a standard appropriate for basic community arts and cultural use, and will maintain the Theatre Building and such equipment and furnishings for use in accordance with the Statutory Right of Way and, in particular, without limiting the foregoing, the Owner will:
 - (i) keep the Theatre Building in good repair and pleasing appearance for use in accordance with this agreement and will repair, repaint and redecorate from time to time as would a reasonable and prudent Owner of similar premises; provided that if, in the reasonable opinion of the Arts, Culture and Community Services General Manager, repairs are required in order to abate a health and/or safety concern and the Owner has failed to carry out such repairs, the Arts, Culture and Community Services General Manager may provide notice that such repairs are required and the following will apply:
 - (A) on receipt of any such notice the Owner will undertake such repairs including replace any fittings, equipment and furnishings in the Theatre Building which cannot be kept in good repair, with items of equal kind, utility and value, and the Owner will discharge these obligations as expeditiously as reasonably practicable;
 - (B) if any Community Organization causes damage while using the Theatre Building, the Owner acknowledges and agrees that the City is not responsible for any expenses incurred by the Owner in repairing such damage or replacing equipment or furnishings that cannot be repaired, and the Owner may seek to recover such costs directly from the Community Organization;
 - (C) if any Community Organization provides any equipment or furnishings for use in the Theatre Building, the Owner acknowledges and agrees that the City is not responsible for maintaining any such equipment or furnishings;
 - (ii) keep the Theatre Building in a clean and safe condition at all times and, subject to Section 2.1(a)(ii), will pay for routine janitorial service;

- (iii) pay all fees for the Theatre Building and pay for all heat, ventilation, air conditioning, electricity and water provided to the Theatre Building which are to be paid by the Owner and none of the City or the City's permittees (including any Community Organization) will be required to bear any such costs, except that Community Organizations may be required to bear any additional utility costs incurred by the Owner as a result of the Community Organization's use of the Theatre Building, over and above routine operational utility costs, in accordance with section 2.1(a)(i)(B);
- (iv) keep the utilities and services for the Theatre Building, including heat, ventilation, air conditioning, electricity and water, in good repair and working order, at no cost to the City or the City's permittees (including any Community Organization); and
- (v) keep the Theatre Building adequately lit during such times as it is in use pursuant to the Statutory Right of Way;
- (b) if requested by the City, the Owner will provide written permission for the City to place a sign bearing the words "Community Space" or similar at the main entrance to the Theatre Building, provided that the size and location of such sign must be approved by the Owner; and
- (c) the Owner will not suffer, cause or permit any use of the Theatre Lands or the Theatre Building which would prevent or interfere with exercise of the Statutory Right of Way.

3.2 Other Sections Form Part of This Covenant. The Owner covenants and agrees with the City that Sections 4.1 to 6.11 inclusive of this agreement will be deemed to be included in and form part of this covenant made pursuant to section 219 of the *Land Title Act*.

ARTICLE 4 DISPUTES

4.1 Resolution of Disputes. Any issues arising out of this agreement will be dealt with in the following manner:

- (a) firstly, through prompt and collaborative discussions at the staff/operational level;
- (b) if a resolution is not achieved within 15 business days of the dispute arising, or an extended period of time as may be agreed to between the parties, the dispute will be referred to the Owner's President and the Arts, Culture and Community Services General Manager;
- (c) failing resolution between the Owner's President and the Arts, Culture and Community Services General Manager within 15 business days of the dispute being referred to them, the matter will be elevated to the City's City Manager and the Owner's President;
- (d) if the dispute remains unresolved 30 business days after the process described above has been exhausted, the parties must refer the matter to mediation under the rules of the *Mediate BC Society*; and

- (e) if the dispute is not resolved through mediation within 30 business days of the commencement of mediation, then if both parties agree, the dispute will be referred to and finally resolved by arbitration under the British Columbia *Arbitration Act* and the rules of the BCICAC.

4.2 Forum. An arbitration or mediation under this Article 4 will be decided by a sole arbitrator or mediator, as the case may be, in Vancouver, British Columbia.

4.3 Intent. It is the intention that all disputes be resolved in a fair, efficient and timely manner without incurring undue expense.

ARTICLE 5 INDEMNITY AND RELEASE

5.1 Release by Owner. The Owner, for itself and its successors and assigns, hereby releases and forever discharges the City and City Personnel from any and all Losses suffered or incurred by the Owner in connection with this agreement.

5.2 Release by City. The City, for itself and its successors and assigns, hereby releases and forever discharges the Owner and its directors, officers, employees, contractors and agents from any and all Losses suffered or incurred by the City or City Personnel in connection with this agreement.

5.3 Indemnity by Owner. The Owner hereby covenants and agrees with the City to indemnify and save harmless and reimburse the City and City Personnel (the "**City Indemnified Parties**"), from and against all Losses which may arise or accrue to the City Indemnified Parties or any person, firm or corporation against the City Indemnified Parties or any of them or which the City Indemnified Parties or any of them may pay, incur, sustain or be put to by reason of or which would not or could not have been sustained "but for" any of the following:

- (a) any breach of this agreement by the Owner or anyone for whom the Owner is responsible at law; and
- (b) any personal injury, property damage or death occurring in the Theatre Building or on the Theatre Lands in whole or in part from any defect or deficiency in the design, construction or condition of the Theatre Building or the Theatre Lands or any negligent act or omission on the part of the Owner or anyone for whom the Owner is responsible at law,

except to the proportionate extent that such Losses were caused by the gross negligence or wilful misconduct of the City or City Personnel.

5.4 Owner Not Responsible. The Owner will not be responsible for the loss or damage to furnishings and chattels brought to or used in the Theatre Building by City Personnel or the City's permittees, including loss or damage to personal items of City Personnel or the City's permittees.

5.5 Indemnity by City. The City hereby covenants and agrees to save harmless and indemnify and reimburse the Owner and its directors, officers, employees, contractors and agents from and against all Losses arising in any way out of or connected with any breach of this agreement by the City or anyone for whom the City is responsible at law, or with the use of the Theatre Building by the City, City Personnel, or members of the public as permittees of the City

(unless the Owner is responsible under Section 5.3(b)), except to the proportionate extent that such Losses were caused by the gross negligence or willful misconduct of the Owner or its directors, officers, employees, contractors and/or agents. For greater certainty, if the Losses arise from the use of the Theatre Building by a Community Organization, the Owner's recourse will be directly against the Community Organization and the City's indemnity will not apply.

5.6 Release and Indemnity to Survive. The releases and indemnities created by Sections 5.1, 5.2, 5.3 and 5.5 will remain effective and will survive any modification of, or partial release or release of the covenants contained in this agreement, and any termination of this agreement, whether by fulfilment of the covenants contained in this agreement or otherwise.

ARTICLE 6 GENERAL PROVISIONS

6.1 Notice. Any notice, approval or request required or permitted to be given under this agreement will be in writing and may be given by delivering such notice, approval or request to a representative of the party for whom it is intended or by mailing such notice, approval or request by prepaid registered mail from any post office in British Columbia and:

(a) in the case of the Owner, addressed to:

4184 Investments Ltd.
300 - 526 Granville Street
Vancouver, British Columbia
V6C 1W6

Attention: Dino Bonnis

(b) and in the case of the City, addressed to:

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

Attention: Arts, Culture and Community Services General Manager

or at such other address as the parties may from time to time advise by notice in writing. Any such notice, approval or request will be deemed to have been received on the date of delivery of such notice, approval or request or, on the third business day next following the date of such mailing if mailed as aforesaid, provided that if mailed should there be, between mailing and the actual receipt of such notice, approval or request, a mail strike, slowdown or other labour dispute which might affect the delivery of such notice, approval or request, such notice, approval or request will only be effective if actually delivered.

6.2 Agreement to be a First Charge. The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this agreement to be registered as first registered charges against the Theatre Lands, save only for any reservations, liens, charges or encumbrances:

(a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia;

- (b) registered against title to the Theatre Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of the rezoning or development of the Theatre Lands or the Adjacent Lands or otherwise; or
- (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this agreement.

6.3 City's Other Rights Unaffected. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* as amended from time to time and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Theatre Building as if this agreement had not been executed and delivered by the Owner and the City.

6.4 Assignment by City. The City, upon prior written notice to the Owner, may assign all or any part of this agreement to any governmental agency or to any corporation or entity charged with the responsibility for providing such public facilities and services as are contemplated by this agreement; and the City may designate licensees and permittees for any and all purposes of this agreement.

6.5 Remedies Cumulative. The remedies provided for in this agreement will be cumulative and not exclusive of any other remedies provided by law or in equity.

6.6 City's Court Costs. In an action to enforce this agreement in respect of which a Court determines that the position of the City will prevail, the City will be entitled to court cost on a solicitor-client basis.

6.7 Agreement for Benefit of City. The Owner and the City hereby acknowledge, agree and declare that this agreement is entered into for the sole purpose of benefitting the City and, in particular, acknowledge, agree and declare that this agreement is not designed to protect or promote the interests of the Owner or any other person or corporation whatsoever, and the City may, at its sole option, execute a release of this agreement at any time without liability to anyone for so doing.

6.8 Agreement Runs with the Lands. This agreement will run with the Theatre Lands and will bind the Theatre Lands.

6.9 Owner's Representations. The Owner represents and warrants to and covenants and agrees with the City that:

- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this agreement and to bind all legal and beneficial interests in the title to the Theatre Lands created by this agreement;
- (b) upon execution and delivery of this agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Theatre Lands;

- (c) this agreement will be fully and completely binding upon the Owner in accordance with the terms hereof and the Owner will perform all of its obligations under this agreement in accordance with the terms hereof; and
- (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Theatre Building, the Theatre Lands, or any other matter whatsoever.

6.10 Owner's Duties as Occupier. Nothing in this agreement will abrogate or limit the Owner's duties and liability as occupier of the Theatre Building.

6.11 Effect of Agreement. This agreement will enure to the benefit of and bind each of the City and the Owner and their respective successors and assigns.

TO WITNESS THIS AGREEMENT each of the City and the Owner has executed this agreement on the General Instrument - Part 1 which is attached hereto and forms a part hereof.

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **"Existing Charges"** mean the Mortgage registered under number CA3574502 and the Assignment of Rents registered under number CA3574503;
- (b) **"Existing Chargeholder"** means CANADIAN WESTERN BANK;
- (c) **"New Charges"** means the Statutory Right of Way and Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument - Part 2.

For ten dollars and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (a) consents to the Owner granting the New Charges to the City; and
- (b) agrees with the City that the New Charges charge the Theatre Lands in priority to the Existing Charges in the same manner and to the same effect as if the Owner had granted the New Charges, and they had been registered against title to the Theatre Lands, prior to the grant or registration of the Existing Charges or the advance of any money under the Existing Charges.

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

END OF DOCUMENT

UNDERTAKING RE: REPLACEMENT OF EXISTING CHARGE

TO: CITY OF VANCOUVER (the "City")

FROM: 4184 INVESTMENTS LTD., INC. NO. BC0559518 (the "Owner")

RE: 3123 - 3129 West Broadway, legally described as:
Parcel Identifier: 006-767-966, Lot H Block 54 District Lot 540 Plan 20212; Parcel Identifier: 015-450-384, Lot 9, Except Part in Plan 4166, Block 54 District Lot 540 Plan 229; and
Parcel Identifier: 015-450-414, The East 1/2 of Lot 10, Except the North 5 Feet Now Lane and Part in Plan 4166, Block 54 District Lot 540 Plan 229
(together, the "Property")

WHEREAS:

- A. The Owner is the registered owner of the Property and the Owner has applied for a Development Permit pursuant to Development Application DP-2018-00039 (the "Development Application") in connection with the Property;
- B. As a condition of the Director of Planning approving the Development Application, the Owner is required to make arrangements to the satisfaction of the City's General Manager of Engineering Services and Director of Legal Services for the replacement of Easement and Indemnity Agreement M72987 with a new Easement and Indemnity Agreement with an updated survey plan covering all theatre building elements which encroach onto City property, upon completion of the required work to the theatre building's exterior and prior to issuance of an occupancy permit for any new building on the Property.

NOW THEREFORE in consideration of the premises and the sum of \$1.00 now paid by the City to the Owner (the receipt and sufficiency of which are hereby acknowledged by the Owner), the Owner hereby agrees that upon completion of all required work to the theatre building's exterior and in any case prior to the issuance by the City of an occupancy permit for any building or other improvement constructed by the Owner on the Property the Owner will, at its sole cost and expense:

- 1. prepare and deliver (or cause to be prepared and delivered) to the City a Release (the "Release") of the Easement and Indemnity Agreement M72987 in registrable form, together with the fee for the discharge of a registered encumbrance (as per the City's Miscellaneous Fees By-law);
- 2. prepare and deliver (or cause to be prepared and delivered) to the City a new BC Land Surveyor's Location Certificate showing the extent of all building encroachments onto City property (the "Survey Plan");
- 3. execute a new Easement and Indemnity Agreement (the "Replacement Agreement") in registrable form, prepared by the City using the City's standard form Easement and Indemnity Agreement, and deliver executed copies of the Replacement Agreement to the City;

3. upon receipt of copies of the Release and the Replacement Agreement executed by the City, file the Release, the Replacement Agreement and the Survey Plan for registration in the Land Title Office; and
4. provide confirmation in writing to the City upon full registration of the Release, the Replacement Agreement and the Survey Plan in the Land Title Office.

DATED: January 9, 2018.

4184 INVESTMENTS LTD.

Per:


Authorized Signatory