

ARTICLE 3 RELEASE AND INDEMNITY

- 3.1 **Release.** Except in each case attributable to the wrongful intentional acts of the City or the City Personnel, the Owner hereby releases the City and all City Personnel from any and all liability for any Losses of any kind that the Owner might experience in connection with this Agreement. This release will survive release or discharge of this Agreement.
- 3.2 **Indemnity.** Except in each case attributable to the wrongful intentional acts of the City or the City Personnel, the Owner will indemnify the City and all City Personnel and will save each of them harmless for and from any Losses suffered, incurred or experienced by any person or entity in connection with this Agreement. This indemnity will survive release or discharge of the Section 219 Covenant granted hereunder.

ARTICLE 4 NOTICES

- 4.1 **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, or by mailing such notice, approval or request by prepaid registered mail from any post office in British Columbia:

- (a) in the case of the Owner addressed to it at:

4184 Investments Ltd.
300 - 526 Granville Street
Vancouver, BC V6C 1W6
Attention: Dino Bonnis

- (b) and in the case of the City addressed to it at:

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

with concurrent copies to the City Engineer and the Director of Legal Services,

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.

ARTICLE 5 MISCELLANEOUS

- 5.1 Agreement Runs With the Lands.** The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated whether by strata plan, subdivision plan or otherwise, provided that notwithstanding anything to the contrary in this Agreement, the liability of the Owner pursuant to this Agreement shall be limited to liability arising while such Owner is the owner of the Lands.
- 5.2 Amendments.** Any amendment to this Agreement will have no force or effect unless in writing and the City and the Owner have signed the amendments.
- 5.3 City Court Costs.** In an action to enforce this Agreement in respect of which the Court determines that the position of the City will prevail, the City will be entitled to court costs on a solicitor-client basis.
- 5.4 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*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 5.5 Damages Insufficient.** The Owner acknowledges that damages may be an inadequate remedy for the City for any breach by the Owner of its obligations under this Agreement and the Owner agrees that the City is entitled to seek and obtain an order for specific performance, injunctive relief (whether prohibitory, mandatory or otherwise) or other equitable relief in connection with any default by the Owner under this Agreement.
- 5.6 Entire Agreement.** This is the entire agreement between the City and the Owner concerning its subject and it may be changed only in a document executed by the City and the Owner.
- 5.7 Enurement.** This Agreement will enure to the benefit of and will be binding upon the parties hereto and their respective successors, administrators and permitted assigns.
- 5.8 Further Assurances.** The parties to this Agreement will do such things and execute such documents and in such form as may reasonably be necessary in order to perfect the intention of this Agreement.
- 5.9 Joint and Several.** Any covenants, agreements, conditions, or promises made by two or more persons shall be construed as joint as well as several, including any payments or compensation to be paid pursuant to this Agreement. If the Owner consists of more than one person, each such person will be jointly and severally liable to perform the Owner's obligations under this Agreement.
- 5.10 No Waiver.** No consent or waiver, expressed or implied, by the City of any default by the Owner in observing or performing its obligations under this Agreement will be effective

unless given in writing, or be deemed or construed to be a consent or waiver of any other default. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. Failure on the part of the City to complain of any act or failure to act by the Owner or to declare the Owner in default, irrespective of how long such failure continues, will not constitute a waiver by the City of its rights under this Agreement or at law or in equity. No waiver by the City of any breach of this Agreement operates as a waiver of any other breach of this Agreement.

5.11 Registration. 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 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 respecting the Lands;
- (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of the Rezoning or any Development Permit; and
- (c) which the Director of Legal Services has determined, in his or her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.

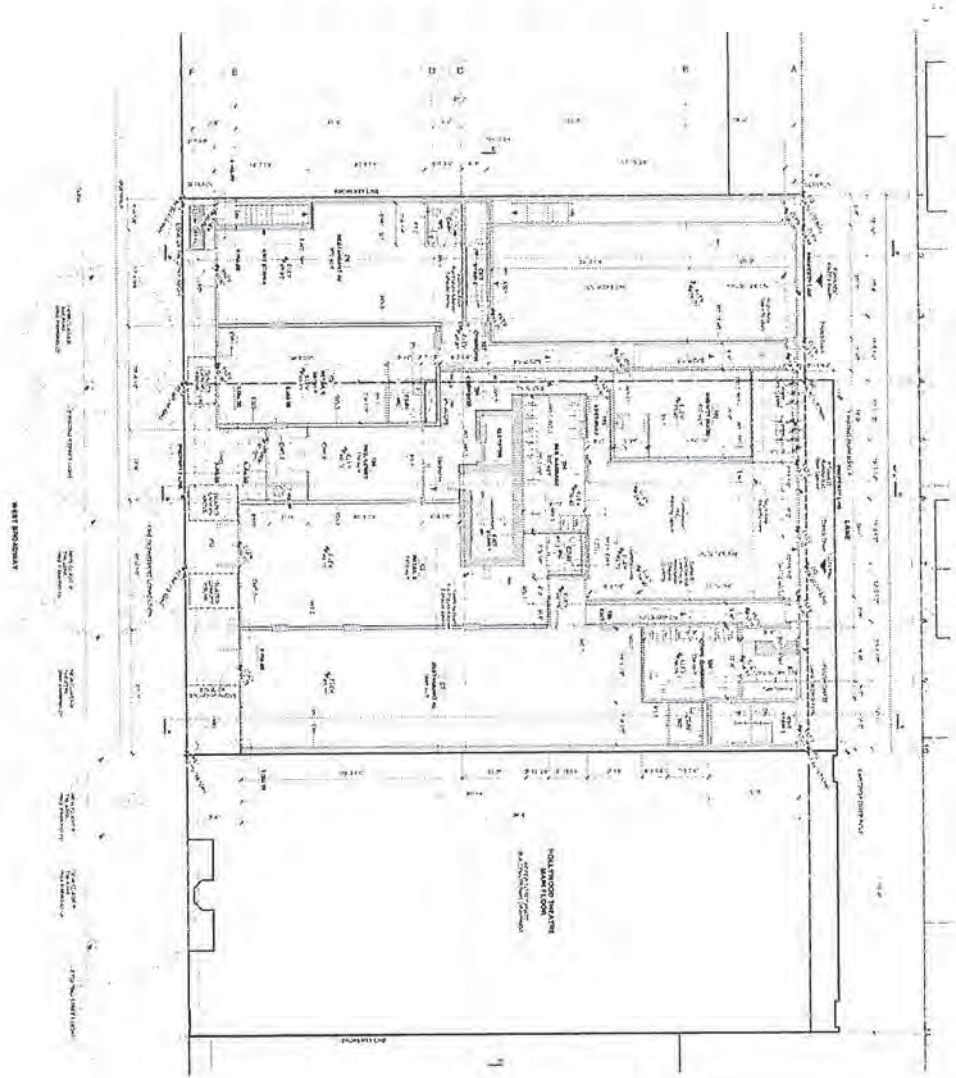
5.12 Remedies Cumulative. The remedies provided for in this Agreement will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City in this Agreement will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity. No reference to nor exercise of any specific right or remedy under this Agreement or at law or in equity by the City will prejudice, limit or preclude the City from exercising any other such right or remedy. No such right or remedy will be exclusive or dependent upon any other such right or remedy, but the City may, from time to time, exercise any one or more of such rights or remedies independently, successively, or in combination.

5.13 Severability. If a court of competent jurisdiction finds that any provision contained in this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement which will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein and such other provisions will be binding and enforceable to the fullest extent permitted at law or in equity.

5.14 Time of Essence. Time will be of the essence of this Agreement. If either party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached.

SCHEDULE A SKETCH SHOWING SHARED LOADING SPACE



PLAN LEGEND
- PREVIOUS FLOOR POSITION

PROPOSED SET, NOT FOR CONSTRUCTION

SCALE
1/8" = 1'-0"

DATE
10/10/2019

BY
[Signature]

REVISIONS



PROJECT TITLE
The Hollywood Hotel

PROJECT LOCATION
1234 W Broadway

PROJECT NO.
123456

DESIGNED BY
[Signature]

SCALE
1/8" = 1'-0"

DATE
10/10/2019

BY
[Signature]

PLAN

REVISIONS NO.

A1.13

[01079936v1]

Shared Use Loading Agreement
3123-3129 W Broadway

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 CANADIAN WESTERN BANK;
- (c) "New Charges" means the registrable charges and encumbrances created by 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 \$10.00 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (i) consents to the Owner granting the New Charges to the City; and
- (ii) 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

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 168.732, 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: 2019.04.15 15:21:48
-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.: 240584.00536/18386

Document Fees: \$93.20

Deduct LTA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL

DESCRIPTION]

030-741-131

LOT 1 BLOCK 54 DISTRICT LOT 540 GROUP 1 NEW WESTMINSTER
DISTRICT PLAN EPP88675

3. APPLICATION FOR DEPOSIT OF:

PLAN TYPE

Reference or Explanatory

PLAN NUMBER

EPP91667

CONTROL NUMBER

155-441-6196

NUMBER OF NEW
LOTS CREATED

0

4. OWNER(S) (updated owner(s) name(s), occupation(s), postal address and postal code)

4184 INVESTMENTS LTD.

300 - 526 GRANVILLE STREET

VANCOUVER

V6C 1W6

BRITISH COLUMBIA

CANADA

Incorporation No

BC0559518

5. ADDITIONAL INFORMATION:

NEW WESTMINSTER LAND TITLE OFFICE

Apr-15-2019 15:47:03.002

EPP91667

PAGE 1 OF 2 PAGES

SURVEY PLAN CERTIFICATION
PROVINCE OF BRITISH COLUMBIA

0975

By incorporating your electronic signature into this form you are also incorporating your electronic signature into the attached plan and you

(a) represent that you are a subscriber and that you have incorporated your electronic signature to the attached electronic plan in accordance with section 168.73 (3) of the Land Title Act, RSBC 1996 c.250; and

(b) certify the matters set out in section 168.73 (4) of the Land Title Act,

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

Michael Rinsma
BWRUC2

Digitally signed by Michael Rinsma
BWRUC2
DN: c=CA, cn=Michael Rinsma
BWRUC2, o=BC Land Surveyor,
ou=Verify ID at www.juricert.com/
LKUP.cfm?id=BWRUC2
Date: 2019.04.04 15:16:36 -07'00'

1. BC LAND SURVEYOR: (Name, address, phone number)

MICHAEL RINSMA

204 - 218 BLUE MOUNTAIN STREET

mike@targetlandsurveying.ca

COQUITLAM

BC V3K 4H2

☐ Surveyor General Certification [For Surveyor General Use Only]

2. PLAN IDENTIFICATION:

Control Number: 155-441-6196

Plan Number: EPP91667

This original plan number assignment was done under Commission #: 975

LTO Document Reference: CA7448178

3. CERTIFICATION:

☐ Form 9☒ Explanatory Plan☐ Form 9A

I am a British Columbia land surveyor and certify that

this plan was completed and checked on: 2019 March 28 (YYYY/Month/DD)

that the checklist was filed under ECR#: 223373

and that the plan is correct in accordance with Land Title Office records.

☒ None ☐ Strata Form S☒ None☐ Strata Form U1☐ Strata Form U1/U2Arterial Highway ☐Remainder Parcel (Airspace) ☐4. ALTERATION: ☐

EXPLANATORY PLAN OF STATUTORY RIGHT OF WAY OVER PART OF LOT 1 BLOCK 54 DISTRICT LOT 540 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP88675

PLAN EPP91667

FOR ACCESS PURPOSES

PURSUANT TO SECTION 99(1)(e), Land Title Act

B.C.G.S. 92G.025

SCALE 1 : 250

2.5 0 5 10
ALL DISTANCES ARE IN METRES

The intended plot size of this plan is 432mm in width
by 280mm in height (B size) when plotted at a scale of 1:250.



LEGEND

m² DENOTES SQUARE METRES

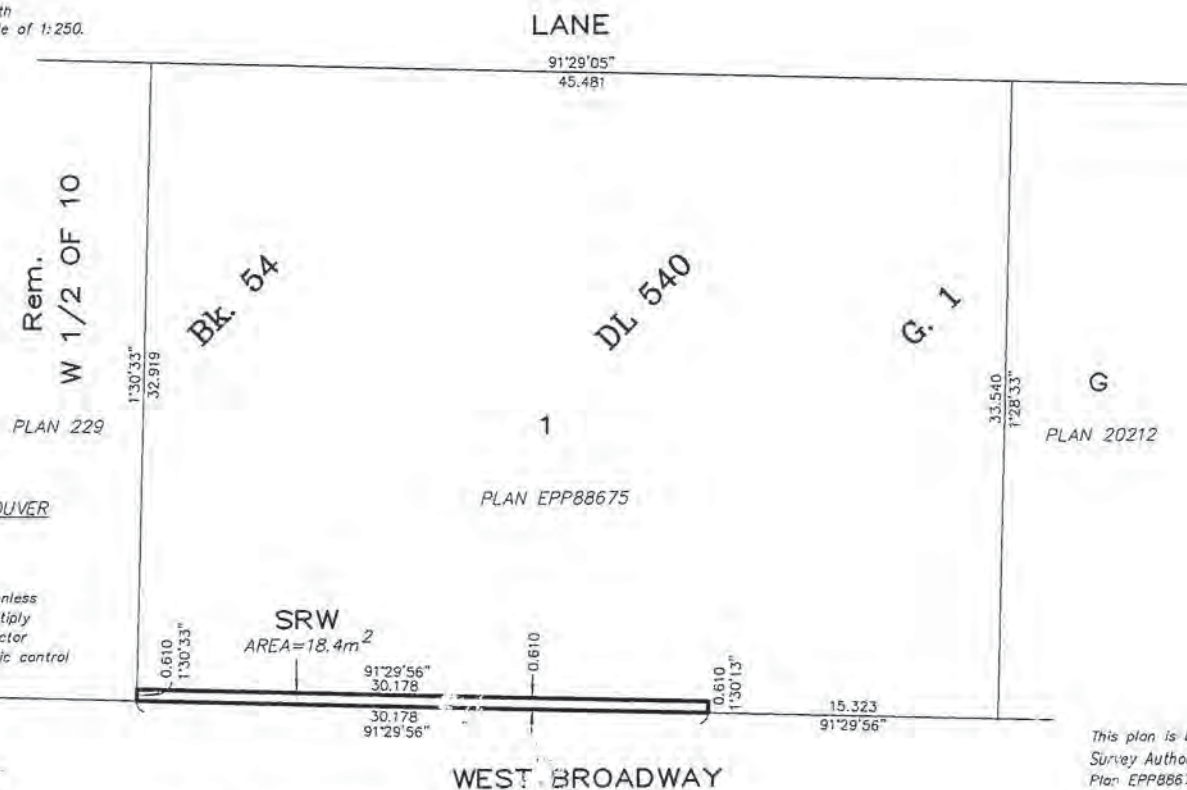
INTEGRATED SURVEY AREA No. 31, VANCOUVER
NAD 83 (CSRS) 4.0.0 BC1 GVRD

Bearings are grid derived from EPP88675

This plan shows horizontal ground-level distances unless
otherwise specified. To compute grid distances, multiply
ground-level distances by the average combined factor
of 0.99960215 which has been derived from geodetic control
monuments V-3273 and V-997.

TARGET
LAND SURVEYING
www.targetlandsurveying.ca
FILE: N3497-Ex Plan SRW

© TARGET LAND SURVEYING (NW) LTD 2019



THIS PLAN LIES WITHIN THE METRO VANCOUVER REGIONAL DISTRICT

This plan is based on the following Land Title and
Survey Authority of BC records:
Plan EPP88675

Michael Rinsma, BCLS 975
26th day of February, 2019

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: 2019.04.15
15:23:27 -07'00'

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

Mayne Young, Paralegal of Fasken Martineau DuMoulin LLP

Barristers and Solicitors

2900 - 550 Burrard Street

Vancouver

BC V6C 0A3

LTO Client No. 11565

Telephone No. 604 631 3131

Matter No. 240584.00536/15325

File No.: LS-18-01528-006 (Bldg Setback)

Document Fees: \$593.28

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

030-741-131

LOT 1 BLOCK 54 DISTRICT LOT 540 GROUP 1 NEW WESTMINSTER
DISTRICT PLAN EPP88675

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., INC. 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

BRITISH COLUMBIA

V5Y 1V4

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	04	11

Transferor(s) Signature(s)

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

Print Name: C. Dino Bonnis

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 23 PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

JOANNA TRACK

Y	M	D
19	04	12

CITY OF VANCOUVER by its
authorized signatory:

Solicitor

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

HEIDI GRANGER

NICHOLAS KING

Y	M	D
19	04	09

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: CHRIS TONG

(As to all signatures)

Print Name: DARREN YOUNG

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.

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Statutory Right of Way		over part shown in bold outline on Plan EPP91667 Section 2.1

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

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Section 3.1

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		granting the above Covenant priority over Mortgage CA3574502 and Assignment of Rents CA3574503

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Section 4.1

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		granting the above Covenant priority over Mortgage CA3574502 and Assignment of Rents CA3574503

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Equitable Charge		Section 6.1

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		granting the above Equitable Charge priority over Mortgage CA3574502 and Assignment of Rents CA3574503

11.

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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TERMS OF INSTRUMENT - PART 2

STATUTORY RIGHT OF WAY PUBLIC ACCESS/BUILDING SETBACK

Introduction

- A. It is understood and agreed that this Agreement will be read as follows:
- (1) the Transferor, 4184 INVESTMENTS LTD., is called the "Owner"; and
 - (2) the Transferee, CITY OF VANCOUVER, is called the "City" when referring to the corporate entity and "City of Vancouver" when referring to geographical location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner made an application under Development Application no. DP-2018-00039 (the "Development Application") to develop on the Lands subject to, among other things, fulfilment of the condition that, prior to the issuance of a Development Permit, the Owner make arrangements for the provision of a surface statutory right of way in favour of the City for public pedestrian use over the south 2 feet of the Lands adjacent to West Broadway; and
- D. To satisfy the foregoing condition, the Owner has agreed to enter into this Agreement with the City.

Consideration

In consideration of the payment of one dollar and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the parties) the Owner and the City agree as follows:

Terms of Agreement

ARTICLE 1 DEFINITIONS AND INTERPRETATION

- 1.1 **Defined Terms.** Terms defined in this Section 1.1, unless specifically otherwise provided in this Agreement, will have the following meanings:
- (a) "Agreement" means this agreement and all schedules attached hereto;
 - (b) "Approval" means written approval by the City Engineer on completion of the Owner's Works in accordance with the terms and conditions of this Agreement;
 - (c) "Approved Plans and Specifications" means the plans and specifications for the Owner's Works within the SRW Area approved by the City Engineer pursuant to Section 3.1(d);

- (d) "Building Permit" means a building permit issued by the City at any time following the date this Agreement is fully executed by the parties authorizing construction of any New Building on the Lands, or any portion of the Lands;
- (e) "City Engineer" means the chief administrator from time to time of the City's Engineering Services Department and his successors in function and their respective nominees;
- (f) "City Personnel" means all of the City's elected and appointed officials, officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and invitees;
- (g) "day" means a calendar day;
- (h) "Development Permit" means a permit issued by the City authorizing development on the Lands (or any portion of the Lands) as contemplated by the Development Application;
- (i) "Director of Legal Services" means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (j) "*Land Title Act*" means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (k) "Lands" means the parcel of land situate in the City of Vancouver, British Columbia, and legally described in Item 2 of the Form C - General Instrument - Part 1, and includes any parcels into which such land is consolidated or further subdivided (including a subdivision pursuant to the *Land Title Act* and a subdivision pursuant to the *Strata Property Act*);
- (l) "Landscaping" means all landscaping, within the SRW Area, including but not limited to lawns, trees, shrubs, garden flowers and other living things;
- (m) "Losses" means all damages, losses, costs, actions, causes of action, claims, demands, judgements, builders liens, liabilities, expenses, indirect or consequential damages (including loss of profits and loss of use and damages arising out of delays;
- (n) "LTO" means the land title office for the jurisdiction in which the Lands are situate;
- (o) "Modification Agreement" has the meaning described in Section 2.7;
- (p) "New Building" means any building, improvement or structure constructed on the Lands in accordance with a Development Permit after the date of execution of this Agreement by the Owner;
- (q) "Occupancy Permit" means a municipal permit authorizing the use and occupation of all or part of any New Building on the Lands as authorized by a Development Permit;

- (r) **"Owner"** means the Transferor and its successors and assigns and, without limitation, if the Lands are subdivided by way of a strata plan under the *Strata Property Act*, then "Owner" includes the strata corporation thereby created;
- (s) **"Owner's Works"** means all work to be done by the Owner within the SRW Area pursuant to the Approved Plans and Specifications and pursuant to any Development Permit including a sidewalk system and all other improvements and items necessary or desirable or incidental to a sidewalk system and which may include, without limitation, pavement or concrete or other surfaces, an appropriate base, supports, curbs, lighting, drainage systems, Landscaping thereon and all related elements and amenities to be installed and other services, utilities and facilities which may be necessary or desirable, in the opinion of the City Engineer and to the satisfaction of the City Engineer, in connection with the construction, maintenance, repair, replacement, or use of the SRW Area and all renewals, substitutions, additions, relocations and reconstructions thereof in and over or under the SRW Area;
- (t) **"person"** means any individual, association, society, corporation, firm, joint stock company, joint venture, partnership, trust, or unincorporated organization or other legal entity;
- (u) **"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 percent (3%) 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;
- (v) **"Registration Plan"** means a survey plan satisfactory to the City Engineer, prepared in registrable form by a B.C. Land Surveyor in good standing in the Province of British Columbia defining the boundaries of the SRW Area;
- (w) **"SRW Area"** means that portion of the Lands shown within bold outline on Explanatory Plan EPP91667, a reduced copy of which plan is attached hereto as Schedule A; and
- (x) **"Strata Property Act"** means the *Strata Property Act*, S.B.C. 1998, c. 43, and all amendments thereto and re-enactments thereof.

1.2 Interpretation.

- (a) **Headings.** The division of this Agreement into Articles and Sections and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement.

- (b) **Number.** Words importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa, and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.
- (c) **Schedules.** Any Schedules attached to this Agreement constitute an integral part of this Agreement.
- (d) **Including.** The word "including" when following any general statement, term, or matter is not to be construed to limit such general statement, term, or matter to the specific items set forth immediately following such word or to similar items whether or not non limiting language such as "without limitation" or "but not limited to" or words of similar import are used with reference thereto, but rather such general statement, term, or matter is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of such general statement, term, or matter.
- (e) **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 in British Columbia.
- (f) **Reference to Statute.** Any reference to a statute is to the statute and its regulations in force on the date the Form C General Instrument - Part 1 is executed by the City and to subsequent amendments to or replacements of the statute or regulations.

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 agrees that the Owner grants to the City absolutely and in perpetuity the full, free and uninterrupted right, liberty, easement, and statutory right of way on, over, and upon the SRW Area at all times hereafter for the purpose of:

- (a) permitting all members of the public at their will and pleasure to pass, be on, and repass along and across the surface of the SRW Area, or any portion thereof (24 hours a day, seven (7) days a week):
 - (i) on foot;
 - (ii) in wheelchairs or similar devices which afford mobility to injured or disabled pedestrians;
 - (iii) using baby carriages, children's strollers, or similar devices which afford mobility to young pedestrians and their parents/guardians; or
 - (iv) walking or carrying a bicycle, skateboard or similar device, but expressly excluding the right to ride or use a bicycle, skateboard, motorized vehicle or any other mode of conveyance (except those expressly permitted by Sections 2.1(a)(ii) and 2.1(a)(iii)); and

- (b) permitting the City and City Personnel to enter on the SRW Area with workers, vehicles, equipment, tools and materials for the purpose of inspecting the SRW Area and the Owner's Works and carrying out any of the Owner's obligations as set out in this Agreement if the Owner fails, within applicable cure periods, to fulfil such obligations, including, without limitation, the obligation to maintain repair and replace when necessary, and the following will apply:
 - (i) the City will give thirty (30) days' written notice to the Owner of the City's intention to carry out such work, 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 City Engineer; and
 - (ii) if the Owner is unable to rectify such default within thirty (30) days after receipt of the notice in subparagraph (i) above (except that if the Owner, by reason of the nature of the default, cannot in the opinion of the City Engineer rectify it within thirty (30) days, the Owner will have a further reasonable period, as agreed to by the City Engineer, to rectify so long as the Owner proceeds promptly and diligently), then the Owner covenants to forthwith pay to the City all costs and expenses incurred by the City 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 fifth (5th) business day after the date of delivery of each such invoice to the Owner; and
- (c) exercising, enforcing and taking the benefit of such by-laws, statutes and laws that could be exercised, enforced and taken the benefit of if the SRW Area were dedicated street or lane in the City of Vancouver.

2.2 City Not Bound. In the event that the City elects to undertake any of the Owner's obligations under this Agreement then, notwithstanding any other provisions of this Agreement:

- (a) the City will not be bound by any timing, scheduling or deadline requirements contained in this Agreement or otherwise;
- (b) the City will not be bound by any design or construction obligations of the Owner as set out in this Agreement or otherwise; and
- (c) nothing in this Article 2 will limit, modify or amend the obligations of the Owner to, at its sole expense, design, construct, install, complete and maintain the Owner's Works in accordance with this Agreement and any Development Permit.

2.3 Use of SRW Area by Public. The City will not give permission to the public to pass, be on and to repass on the SRW Area, or any portion thereof, until completion of the Owner's Works and the issuance of Approval, but on issuance of the Approval the City's permission will be deemed to have been given and the following will apply:

- (a) the City may withdraw and reinstate such permission to the public from time to time as the City will see fit by notice in writing to the Owner;
- (b) for so long as the City gives its permission as aforesaid, the Owner will, following the completion of construction of the Owner's Works, permit the public to pass and repass along and across the SRW Area, at all times; and
- (c) the City Engineer may give such notice for the City.

2.4 Interruption of Public Use by Owner. The Owner may temporarily interrupt the public use and enjoyment of the SRW Area but only with the prior written consent of the City Engineer and to the extent reasonably necessary for the Owner to:

- (a) carry out maintenance, repair and replacement work which the Owner is expressly permitted or required to carry out under this Agreement; or
- (b) carry out maintenance, repair and replacement work to any New Building;

provided however that such prior written consent will not be required in the event of an emergency or apprehended emergency.

2.5 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.

2.6 SRW Not Interrupted by Default of the City. No default by the City with respect to the Statutory Right of Way 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 right of way, and the Owner will refrain from seeking any judgment, order, declaration, or injunction to that effect.

2.7 Modification of Agreement. If a Registration Plan is required in accordance with Section 3.1(e)(viii)(B), the Owner, at its sole cost and expense, will arrange for the preparation, in registrable form and to the satisfaction of the Director of Legal Services of a modification of, or replacement for, this Agreement (the "**Modification Agreement**") which will redefine the SRW Area to be the area defined by the Registration Plan prepared in accordance with Section 3.1(e)(viii)(B). The Owner will deliver the Modification Agreement to the Director of Legal Services for execution by the City and once fully executed the Owner, at its sole cost and expense, will take all necessary steps to register the Modification Agreement and the Registration Plan against title to the Lands at the LTO to the satisfaction of and in priority acceptable to the Director of Legal Services, provided that until this Agreement is modified, the statutory right of way set out in this Agreement will remain registered as a charge against the Lands.

2.8 City Not Responsible for Enforcement. The Owner acknowledges and agrees that the City will not be responsible for the enforcement of any restriction or the exercise of any right or obligation noted in Section 2.1.

2.9 Statutory Right of Way Necessary. The statutory right of way is necessary for the operation and maintenance of the City's undertaking.

- 2.10 **Other Sections Form Part of Statutory Right of Way.** The Owner covenants and agrees with the City that Sections 5.1 to 10.22 inclusive of this Agreement will be deemed to be included in and form part of this statutory right of way made pursuant to Section 218 of the *Land Title Act*.

**ARTICLE 3
DESIGN, CONSTRUCTION, INSTALLATION
OF THE OWNER'S WORKS AND HOLD ON PERMITS**

- 3.1 **Section 219 Covenant.** Pursuant to Section 219 of the *Land Title Act*, the Owner covenants with the City in respect of the use of any portion of the Lands as follows:
- (a) the Lands will not be used in a manner contrary to this covenant;
 - (b) the Owner, at its sole expense, will be responsible for designing and constructing the Owner's Works in accordance with the terms and conditions of this Agreement;
 - (c) the Owner will not request, cause or suffer the issuance of a Development Permit or Building Permit for any New Building and the City will not be obligated to issue a Development Permit or Building Permit for any New Building unless and until the City Engineer has approved the plans and specifications for the Owner's Works in accordance with Section 3.1(d);
 - (d) the Owner will prepare and submit to the City Engineer for approval, detailed plans and specifications for the design of the Owner's Works and if the City Engineer provides comments to the Owner on the plans and specifications and requests amendments to them, the Owner will amend those plans and specifications to the extent that the City Engineer considers necessary or desirable, and re-submit them to the City Engineer until they are satisfactory to the City Engineer and he issues his approval in writing;
 - (e) the Owner will not request, cause or suffer the issuance of any Occupancy Permit for any New Building on the Lands until the Owner has constructed the Owner's Works for the SRW Area in accordance with the Development Permit and all other permits issued by the City and this Agreement and in particular, without limiting the foregoing, the Owner will:
 - (i) take all steps necessary to apply for and obtain the issuance of all approvals and permits required at law for the Owner's Works from all government bodies having jurisdiction, and pay all requisite statutory fees for such applications and issuances;
 - (ii) carry out the Owner's Works continuously, diligently, in a good and workmanlike manner, strictly according to the Approved Plans and Specifications and the requirements of this Agreement, and accepted industry standard construction practice;
 - (iii) advise the City Engineer regularly, and at such intervals as the City Engineer otherwise requires, of the progress of the Owner's Work;

- (iv) allow the City Engineer, and the City's employees and agents, to inspect the Owner's Works as frequently as the City Engineer deems necessary to confirm that the Owner's Works are being carried out according to the Approved Plans and Specifications and the requirements of this Agreement and in such manner as the City Engineer deems necessary or desirable;
- (v) ensure that all materials used in the Owner's Works are of good quality, free from defect and suitable for the uses to which they will be put;
- (vi) correct promptly all defects or variations in construction as reported to the Owner by its contractor or the City Engineer;
- (vii) on completion of the Owner's Works according to the Approved Plans and Specifications and the requirements of this Agreement, obtain the Approval; and
- (viii) deliver to the City Engineer, in a form and content satisfactory to the City Engineer:
 - (A) one copy of a topographic survey of the SRW Area prepared by a B.C. Land Surveyor in good standing in the Province of British Columbia showing the location of all surface features and the Owner's Works intended to be part of the SRW Area in relation to the boundaries of the SRW Area; and
 - (B) if any portion of the Owner's Works are outside the SRW Area the SRW Area will be increased to include the total area of the Owner's Works and the Owner, at its sole cost and expense, will cause a Registration Plan to be prepared, defining the increased boundaries of the SRW Area, such that all of the Owner's Works are wholly within the SRW Area, and
- (ix) if applicable, take all necessary steps required to satisfy the Owner's obligations pursuant to Section 2.7 to the satisfaction of the Director of Legal Services,

and the Owner agrees that notwithstanding that the Owner may be otherwise entitled, the City will not be obligated to issue any Occupancy Permit for any New Building until the Owner has complied with this Section 3.1(e).

- 3.2 If Permits Issued Inadvertently.** The Owner covenants and agrees that any permit for any New Building issued inadvertently or otherwise prior to the Owner complying with the requirements in Section 3.1(c) (as to the Development Permit) or in Section 3.1(e) (as to the Occupancy Permit) may be revoked by the City at any time until the owner complies with the applicable requirement and further agrees that if the Owner commences construction of any building or occupancy of any New Building in contravention of this Agreement, the City may pursue all remedies, including injunctive relief.

- 3.3 **Other Sections Form Part of this Covenant.** The Owner covenants and agrees that Sections 5.1 to 10.22 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 MAINTENANCE OBLIGATIONS

- 4.1 **Section 219 Covenant.** Pursuant to Section 219 of the *Land Title Act*, the Owner covenants and agrees with the City as covenants and agreements running with and binding the Lands that:
- (a) the Lands will not be used in a manner contrary to this covenant;
 - (b) the Owner will take on all responsibility and liability associated with the use, occupation, existence, maintenance, repair and replacement of the Owner's Works and the SRW Area and no such responsibility will rest with the City, City Personnel including the City Engineer;
 - (c) following issuance of the Approval, the Owner, at its sole expense, will maintain, repair, regrade and replace (when necessary) the Owner's Works to the satisfaction of the City Engineer and in particular, without limiting the foregoing, the Owner will:
 - (i) keep the SRW Area free of ice and snow;
 - (ii) at all times keep the Owner's Works in good repair and condition appropriate for the use of the SRW Area by the public, all to the satisfaction of the City Engineer;
 - (iii) keep the SRW Area lit from dusk until dawn and when foggy, or such other hours as approved by the City Engineer;
 - (iv) replace the Owner's Works which cannot be kept in good repair and appearance with items of equal kind, value and utility and obtain the prior written consent of the City Engineer to any major or structural repairs;
 - (v) maintain the Landscaping in good appearance and remove and replace all diseased, overgrown or dead plants, shrubs and trees;
 - (vi) keep the SRW Area in a neat, tidy, safe and unobstructed condition at all times, except during repair or maintenance thereof;
 - (vii) not construct, install or suffer the construction or installation of any buildings or structures on or in the SRW Area, other than any buildings or structures approved in any applicable Development Permit, Building Permit or the Approved Plans and Specifications, which approved buildings or structures may include building portions below grade for underground parking, without the prior written consent of the City Engineer;

- (viii) not construct, install, place or suffer the construction, installation or placement of any fences, gates, patios, table chairs, door swings, public art or other devices or items which may impede, restrict or limit access, or which are intended to impede, restrict or limit access, to the SRW Area by members of the public, without the prior written consent of the City Engineer;
- (ix) empty any litter receptacles situated on the SRW Area at a frequency necessary to maintain the SRW Area in a neat, tidy, safe and unobstructed condition and otherwise at a frequency approved by the City Engineer;
- (x) not do nor suffer anything which adversely affects the public use and enjoyment of the SRW Area, except as permitted or required by this Agreement;
- (xi) not grant any easements, statutory rights of way or other grants, leases or licences through the SRW Area without the prior approval of the City Engineer;
- (xii) not install any signs which denote the SRW Area as being private property; and
- (xiii) not alter the SRW Area except to repair or replace the Owner's Works as permitted or required by this Agreement; and
- (d) the Owner will at all times carry and maintain such general liability and other insurance for claims for personal injury, death or property damage arising out of any use or enjoyment of the SRW Area and the rights of way hereby granted, as would a prudent owner of a property and space similar to the SRW Area, and promptly upon demand, provide the City with copies of insurance policies evidencing the same.

4.2 **Other Sections Form Part of this Covenant.** The Owner covenants and agrees that Sections 5.1 to 10.22 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 5 RELEASE AND INDEMNITY

5.1 **Release.** Except in each case to the extent attributable to the wrongful intentional acts of the City or the City Personnel, the Owner will not make any claims against the City or City Personnel and hereby releases and discharges the City and City Personnel from and against all Losses which may, at any time, arise or accrue to the Owner, in connection with this Agreement including, without limitation:

- (a) by reason of the City or City Personnel:
 - (i) reviewing, accepting or approving the design, specifications, materials and methods for construction of the Owner's Works;
 - (ii) inspecting the Owner's Works;

- (iii) performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement;
 - (iv) exercising any of its rights under any statutory right of way granted to the City pursuant to this Agreement; or
 - (v) withholding any permits pursuant to this Agreement.
- (b) that arise out of, or would not have been incurred but for:
- (i) the design, construction or installation (including any defective materials or faulty workmanship) of the Owner's Works; or
 - (ii) this Agreement,

whether or not such Losses are a result of, or relate in any way to any negligent acts or omissions on the part of the City or City Personnel.

5.2 Release to Survive. The release set out in Section 5.2 will survive the expiration or earlier termination of this Agreement.

5.3 Indemnity. Except in each case to the extent attributable to the wrongful intentional acts of the City or the City Personnel, the Owner hereby covenants and agrees with the City to indemnify and save harmless and reimburse the City and City Personnel from and against all Losses which may arise or accrue to the Owner or any person against the City or City Personnel or which the City or City Personnel 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) the construction, installation, existence, maintenance, repair, replacement, use or occupation of the Owner's Works or the SRW Area;
- (b) this Agreement, including the withholding of any permits by the City pursuant to this Agreement;
- (c) any personal injury, property damage or death occurring in or upon the SRW Area in whole or part from the exercise of the statutory right of way in this Agreement by any party; or
- (d) the release by the City of any or all of the City's rights under this Agreement or the loss of any rights purported to be granted hereby;
- (e) the City or City Personnel:
 - (i) reviewing, accepting or approving the design, specifications, materials and methods for construction of the Owner's Works;
 - (ii) inspecting the Owner's Works;
 - (iii) performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement; or

- (iv) exercising any of its rights under any statutory right of way granted to the City pursuant to this Agreement; or
- (f) any and all Losses which may arise or accrue to any person, firm or corporation including a member of the public against the City or any City Personnel or which the City or any City Personnel may, incur, sustain or be put to, by reason of:
 - (i) any negligent act or omission or wilful misconduct of the Owner or any of its contractors, subcontractors, employees, agents, licensees, invitees and permittees in connection with the exercise of the obligations or responsibilities of the Owner under this Agreement; or
 - (ii) any default in the due observance and performance of the obligations or responsibilities of the Owner under this Agreement,

whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or City Personnel.

5.4 Indemnities to Survive. The indemnities set out in Section 5.4 will be both personal covenants of the Owner and an integral part of the Section 219 covenants granted in this Agreement and such indemnities will survive the expiration or earlier termination of this Agreement.

5.5 Obligations Continue. The Owner's obligations to release, indemnify and save harmless the City and City Personnel pursuant to Sections 5.1 and 5.3 of this Agreement will continue to apply even if any of the Owner's obligations are undertaken by the City pursuant to the terms of this Agreement or otherwise.

ARTICLE 6 EQUITABLE CHARGE

6.1 Equitable Charge. The Owner hereby grants to the City an equitable charge over the Lands for the payment of all sums which may at any time hereafter be payable by the Owner to the City under the terms of this Agreement (including without limitation pursuant to the indemnity provisions contained in this Agreement). This Section 6.1 will survive the expiration or earlier termination of this Agreement. This equitable charge may be enforced by the appointment of a receiver for the sale of the Lands.

ARTICLE 7 SUBDIVISION

7.1 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 7.2 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) 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.

7.2 Subdivision by Strata Plan. If the Lands, or any portion thereof, are subdivided by a strata plan, this Agreement will charge title to the strata lots and the common property comprising such strata plan and:

- (a) the SRW Area will form part of the common property of such strata plan and will not form a strata lot or part of a strata lot;
- (b) the Section 219 covenants 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 record;
- (c) 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;
- (d) 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; and
- (e) no part of the Owner's Works will form part of or be located within any strata lot or part of any strata lot and any Owner's Works not contained within the SRW Area will be contained within the common property 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.

ARTICLE 8 TRANSFER OF LANDS

8.1 Transfer of Lands. Except in respect of the sale of individual residential strata lots, the Owner covenants and agrees with the City that upon any sale, transfer or conveyance of the Lands, or any portion thereof, to any person, trust, corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, partnership or entity and deliver to the City a duly executed acknowledgement, in form and substance satisfactory to the Director of Legal Services, of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to that portion of the Lands sold, transferred or conveyed to such person, trust, corporation, partnership or entity.

ARTICLE 9 NOTICES

- 9.1 **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, or by mailing such notice, approval or request by prepaid registered mail from any post office in British Columbia:

- (a) in the case of the Owner addressed to it at:

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 it at:

City of Vancouver
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4
Attention: City Clerk

with a copy to the Director of Legal Services and the City Engineer,

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.

ARTICLE 10 MISCELLANEOUS

- 10.1 **Severability.** All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable, the balance of the obligations and covenants will remain and be binding.
- 10.2 **Joint and Several.** Any covenants, agreements, conditions, or promises made by two or more persons will be construed as joint as well as several, including any payments or compensation to be paid pursuant to this Agreement. If the Owner consists of more than one person, each such person will be jointly and severally liable to perform the Owner's obligations under this Agreement.
- 10.3 **Registration.** 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 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 respecting the Lands;
- (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of any Development Permit; and
- (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.

- 10.4 **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 Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 10.5 **Damages Insufficient.** The Owner acknowledges that damages may be an inadequate remedy for the City for any breach by the Owner of its obligations under this Agreement and the Owner agrees that the City is entitled to seek and obtain an order for specific performance, injunctive relief (whether prohibitory, mandatory or otherwise) or other equitable relief in connection with any default by the Owner under this Agreement.
- 10.6 **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 benefiting 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 mortgagee of the Owner, or any future owner or occupier of the Lands and any improvements on the Lands 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.
- 10.7 **City Court Costs.** In an action to enforce this Agreement in respect of which the Court determines that the position of the City will prevail, the City will be entitled to court costs on a solicitor-client basis.
- 10.8 **Owner's Costs.** Unless otherwise provided, the Owner will be responsible for all costs and expenses incurred to comply with its obligations under this Agreement.
- 10.9 **Future Assurances.** The parties to this Agreement will do such things and execute such documents and in such form as may reasonably be necessary in order to perfect the intention of this Agreement.
- 10.10 **No Liability.** The parties agree that neither the Owner nor any successor in title to the Lands, or portions thereof, will be liable for breaches or non-observance or non-

performance of covenants herein occurring as the same relate to any portion of the Lands after it has ceased to be the registered owner of such portion, but the Owner, or its successors in title, as the case may be, will remain liable after ceasing to be the registered owner of any portion of the Lands for all breaches of and non-observance of covenants herein as the same relate to such portion that occur prior to the Owner, or any successor in title, as the case may be, ceasing to be the registered owner of such portion.

- 10.11 **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.
- 10.12 **No Waiver.** No consent or waiver, expressed or implied, by the City of any default by the Owner in observing or performing its obligations under this Agreement will be effective unless given in writing, or be deemed or construed to be a consent or waiver of any other default. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. Failure on the part of the City to complain of any act or failure to act by the Owner or to declare the Owner in default, irrespective of how long such failure continues, will not constitute a waiver by the City of its rights under this Agreement or at law or in equity. No waiver by the City of any breach of this Agreement operates as a waiver of any other breach of this Agreement.
- 10.13 **Owner's Duties as Occupier.** Nothing in this Agreement will abrogate or limit the Owner's duties and liability as occupier of the Lands.
- 10.14 **Remedies Cumulative.** The remedies provided for in this Agreement will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City in this Agreement 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. No reference to nor exercise of any specific right or remedy under this Agreement or at law or in equity by the City will prejudice, limit or preclude the City from exercising any other such right or remedy. No such right or remedy will be exclusive or dependent upon any other such right or remedy, but the City may, from time to time, exercise any one or more of such rights or remedies independently, successively, or in combination.
- 10.15 **Time of Essence.** Time will be of the essence of this Agreement.
- 10.16 **Owner's Representations and Warranties.** 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 Lands with the interests in land created hereby;

- (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 Lands;
- (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; 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 Lands or any other matter whatsoever.

10.17 Design/Construction Responsibility. Despite the rights of approval and inspection given to the City and the City Engineer in this Agreement, none of those things will:

- (a) remove any design, construction or supervisory responsibility for the Owner's Works from the Owner, all of which will remain exclusively with the Owner, or impose any responsibility for such design, construction or supervision on the City or City Personnel;
- (b) relieve or be deemed to relieve the Owner from observing or performing its obligations under this Agreement; or
- (c) constitute a waiver or release, or be deemed to constitute a waiver or release, by the City of any obligation of the Owner under this Agreement, or of any liability of the Owner.

10.18 Agreement Runs with the Lands. This Agreement will run with and bind the Lands and will attach to and run with each and every part into which the Lands or the SRW Area, respectively, may be subdivided or consolidated whether by strata plan, subdivision plan or otherwise.

10.19 No Assignment. The Owner will not assign this Agreement or any of its rights or obligations hereunder except in strict accordance with this Agreement.

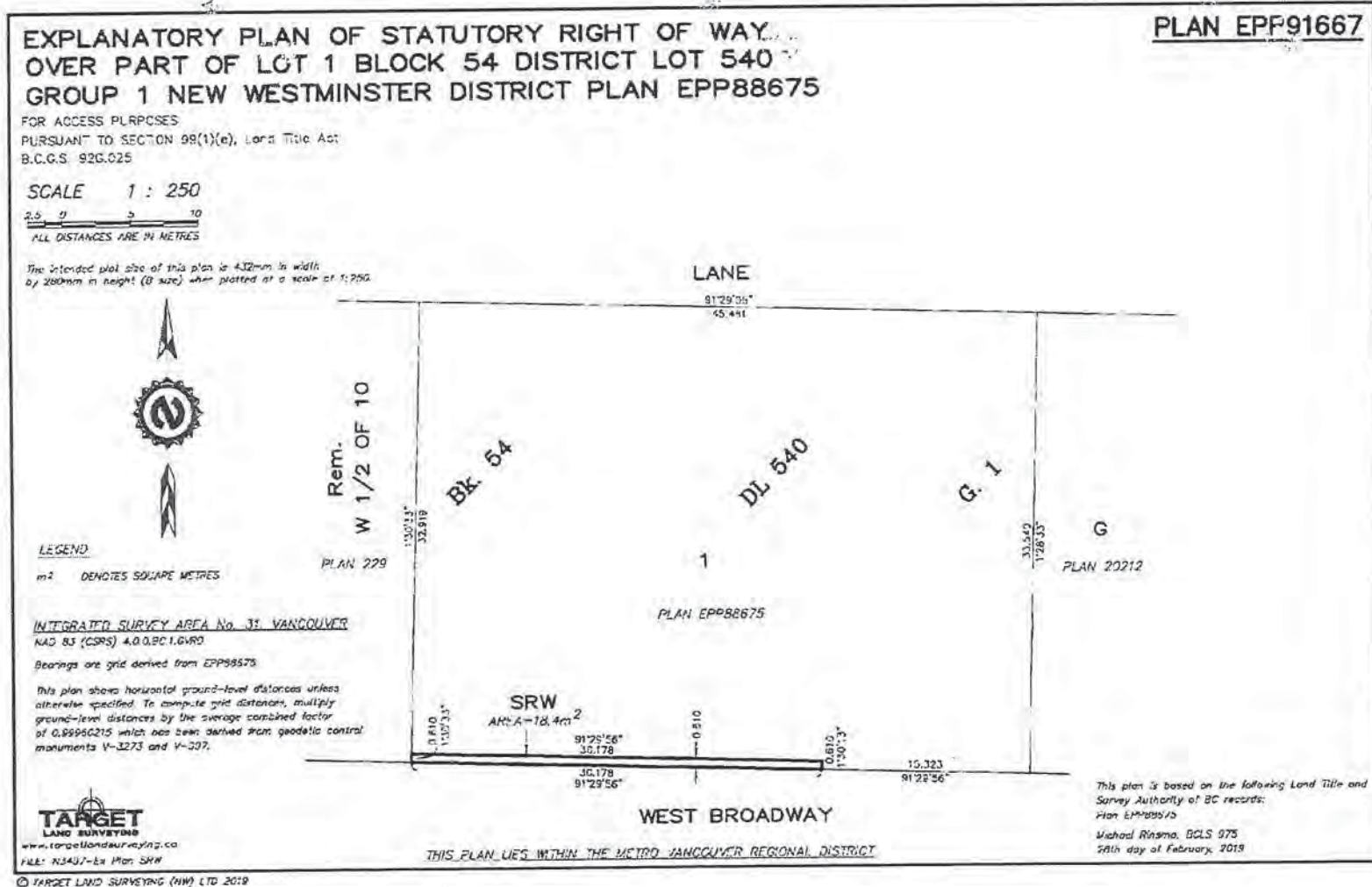
10.20 Entire Agreement. This is the entire agreement between the City and the Owner concerning its subject and it may be changed only in a document executed by the City and the Owner.

10.21 Amendments. Any amendment to this Agreement will have no force or effect unless the City and the Owner have signed the amendments

10.22 Effect of Agreement. This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors, administrators and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the General Instrument - Part 1 which is attached hereto and forms part hereof.

SCHEDULE A



Statutory Right of Way - Public Access Agreement/Building Setback
3123-3129 W Broadway

[01122421v1]

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **"Existing Charge"** means 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, the Section 219 Covenants and the Equitable Charge 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 \$10.00 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (i) consents to the Owner granting the New Charges to the City; and
- (ii) agrees with the City that the New Charges charge the Lands in priority to the Existing Charge 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 Charge or the advance of any money under the Existing Charge.

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

File No. LS-18-01528

MEMORANDUM

May 16, 2019

By Email

TO: Kristen Lambertson, Cultural Spaces and Infrastructure – Cultural Services
Graham Lougheed, Land Survey
Randy Zeegers, Parking Management Branch
Terry Wilson, Development and Major Projects Branch

CC: Sarah Robin, Project Facilitation Branch
David Autiero - Development, Buildings & Licensing

FROM: Joanna Track, Solicitor

SUBJECT: Civic Address: 3123 – 3141 West Broadway (Hollywood Theatre)
Parcel Identifier/ 030-741-131, Lot 1 Block 54 District Lot 540 Group 1 New
Legal Description: Westminster District Plan EPP88675 (the "Lands")
4184 Investments Ltd. (the "Owner") – DP-2018-00039

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.

<u>Responsible Staff</u>	<u>Condition No.</u>	
separately reported to Zlatan Jankovic (Heritage), copied Sarah Robin	2.2 – 2.3	Heritage Revitalization Agreement and Designation (Hollywood Theatre)
Kristen Lambertson	2.5	Community Use Agreement
Graham Lougheed	2.8	Undertaking to Replace Encroachment Agreement M72987
Graham Lougheed	2.9	Undertaking to Release Covenant H26232
Randy Zeegers	2.10	Shared Use Loading Agreement
Terry Wilson		Public Access/Building Setback Statutory Right of Way

{01176141v1}

City of Vancouver, Law Department
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



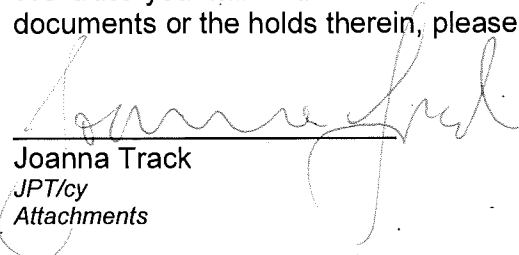
Please be advised that the following documents were deposited for registration against the Lands in the Land Title Office on March 22, 2019 (unless otherwise noted) and the same are now fully registered as noted below:

1. **Community Use Agreement (condition 2.5)** registered under numbers CA7407833 to CA7407836
2. **Undertaking to Replace Encroachment Agreement M72987 (condition 2.8)** was executed by an authorized signatory of the Owner on January 9, 2019
3. **Undertaking to Release Covenant H26232 (off-site parking) (condition 2.9)** was executed by an authorized signatory of the Owner on January 9, 2019
4. **Subdivision of lands with lane dedication**
 - Application to deposit Subdivision Plan EPP88675 (CA7407837)
 - Subdivision Plan EPP88675
5. **Shared Use Loading Agreement (conditions 2.10)** registered under numbers CA7407838 to CA7407839
6. **Public Access / Building Setback Statutory Right of Way (post Prior to Letter condition)** was deposited at the Land Title Office on April 15, 2019 and registered under numbers CA7448179 to CA7448186
 - Associated Explanatory Plan EPP91667 registered under number CA7448178

<u>Stop Action/Hold</u>	<u>Reason</u>	<u>Contact</u>
Development Permit Holds	Article 3 (Sections 3.1(c) and 3.1(d)) – maintain hold until the plans and specifications for the design of the Owner's Works has been submitted to the City Engineer and the City Engineer has approved such plans and specifications	• General Manager of Engineering Services
Occupancy Permit Holds	Article 3 (Sections 3.1(e)) – maintain hold until the Owner's Works for the SRW Area have been completed in accordance with a Development Permit; all other permits	• General Manager of Engineering Services

Accordingly, enclosed, for your records, are copies of the above-noted documents and a title search for the Lands.

We trust you will find this to be in order. However, if you have any questions about the documents or the holds therein, please contact the writer.


 Joanna Track
 JPT/cy
 Attachments

From: "Cheng, Paul"
To: marianne@mahg.ca
CC: "Robin, Sarah" <sarah.robin@vancouver.ca>
Date: 11/21/2018 10:31:06 AM
Subject: Hollywood PTR

Hi Marianne,

Just wanted to let you know I have cleared design conditions 1.1 to 1.11 after reviewing your prior-to response.

I think the level of refinement to the building design is exceptional and the design conditions were met in a creative and deeply-thought way, and wanted to commend you on that.

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: "Rodriguez, Ian" <Ian.Rodriguez@vancouver.ca>
To: "Freeman, John" <John.Freeman@vancouver.ca>
Date: 5/8/2019 8:37:41 AM
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hello John,

Yes, encroachments and the shared loading agreement are the only items remaining for this DP.

Regards,

Ian Rodriguez

From: Freeman, John
Sent: Tuesday, May 07, 2019 1:27 PM
To: Rodriguez, Ian
Cc: Cheng, Maria
Subject: FW: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi Ian,

Anything left to clear from your group? I am getting ready to issue this DP if the last conditions are cleared. Encroachments and shared loading agreement are what I have on my list still.

Cheers, John

John Freeman - Project Facilitator

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

Unceded x^wməθkwəyəm (Musqueam), Skwxwú7mesh (Squamish), an Səlilwətaʔ (Tsleil-Waututh) Territories (Vancouver)

From: Freeman, John
Sent: Tuesday, May 7, 2019 1:24 PM
To: Track, Joanna
Subject: FW: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi Joanna,

Just checking to see what if anything is left to confirm from the legal agreements for this application. I am intending to send an update to the applicant later this week. Please let me know what is outstanding for you.

Regards,

From: Boldt, James
Sent: Thursday, May 2, 2019 10:35 AM
To: Freeman, John
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Sounds good ~ the heritage stuff is done.

From: Freeman, John

Sent: Thursday, May 02, 2019 9:17 AM

To: Boldt, James

Subject: FW: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi James. Are you OK to clear this DP for issuance? I will close your group if so.

Law is waiting for registration of all the agreements to be confirmed. I expect that shortly. Please let me know. J

John Freeman - Project Facilitator

City of Vancouver | Development, Buildings & Licensing

(604) 871-6076

John.freeman@vancouver.ca

Unceded xʷməθm̓əṣ (Musqueam), ḵwəṣwəṣ (Squamish), an ḵwəṣwəṣ (Tsleil-Waututh) Territories (Vancouver)

From: Robin, Sarah

Sent: Thursday, May 2, 2019 8:41 AM

To: Lambertson, Kristen

Cc: Sales, Alix; Freeman, John

Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi Kristen,

Thank you, appreciate the update. I am copying John Freeman who is now the PF so that he is in the loop. Good also to know that the public access SRW is still outstanding, thanks for including this as well.

Best,

Sarah

From: Lambertson, Kristen

Sent: Wednesday, May 1, 2019 1:38 PM

To: Robin, Sarah

Cc: Sales, Alix

Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi Sarah:

I've been notified from Law that the CUA is now registered. This means that Culture can sign-off on the Prior To Conditions.

Law has let me know that on a separate matter (unrelated to the cultural prior-to's), that they are still waiting for the separate public access SRW to be fully registered before the DP can be issued.

Best,

Kristen

From: Robin, Sarah

Sent: Thursday, January 24, 2019 3:59 PM

To: Lambertson, Kristen

Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi Kristen, They were provided with the list of outstanding conditions in December, they are still working on legal agreements with Engineering as well.

Best,

Sarah

From: Lambertson, Kristen
Sent: Thursday, January 24, 2019 3:24 PM
To: Robin, Sarah
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi Sarah:

has it been communicated to the applicant that the lack of signing the CUA is holding up signing off on their prior-to? Is anything else holding up signing off?

Best,
Kristen

From: Lambertson, Kristen
Sent: Wednesday, December 19, 2018 3:44 PM
To: Robin, Sarah
Subject: FW: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi Sarah:

since they haven't signed it yet, I would say that this prior-to is not fulfilled.

Best,
Kristen

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

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To: Robin, Sarah
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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: "Lambertson, Kristen" <Kristen.Lambertson@vancouver.ca>
To: "Freeman, John" <John.Freeman@vancouver.ca>
"Robin, Sarah" <Sarah.Robin@vancouver.ca>
CC: "Sales, Alix" <Alix.Sales@vancouver.ca>
Date: 5/2/2019 10:34:43 AM
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Thanks John and Sarah.
Best,
Kristen

From: Freeman, John
Sent: Thursday, May 2, 2019 9:02 AM
To: Robin, Sarah; Lambertson, Kristen
Cc: Sales, Alix
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Thanks Sarah and Kristen. I will clear Cultural Services review from POSSE.

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)

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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: "Cheng, Paul"
To: "Robin, Sarah" <sarah.robins@vancouver.ca>
Date: 12/19/2018 9:26:26 AM
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

I think I've already signed off the design conditions. Just checked it off in Posse.

Please let me know if you need anything else!

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

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604.871.6384
sarah.robins@vancouver.ca



From: "Track, Joanna" <Joanna.Track@vancouver.ca>
To: "Freeman, John" <John.Freeman@vancouver.ca>
Date: 5/8/2019 9:43:38 AM
Subject: RE: 3123-3141 West Broadway (The Hollywood Theatre): DP-2018-00039

Hi John,

The only item outstanding is registration of the public access SRW along West Broadway. They filed the SRW a few weeks ago and I have just followed up with their lawyer to see if the SRW has reached full registration.

We will confirm once that final condition has been completed.

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

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City of Vancouver | Development, Buildings & Licensing

(604) 871-6076

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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.robins@vancouver.ca



From: "Cheng, Maria" <Maria.Cheng@vancouver.ca>
To: "Freeman, John" <John.Freeman@vancouver.ca>
Date: 6/7/2019 11:04:29 AM
Subject: RE: 3137 W BROADWAY DP-2018-00039 Hollywood - final clearances

Nope.

Regards,
Maria

From: Freeman, John
Sent: Friday, June 07, 2019 11:02 AM
To: Cheng, Maria
Subject: RE: 3137 W BROADWAY DP-2018-00039 Hollywood - final clearances

Hi Maria,

I have asked the Architect to send me two more landscape sets just in case Erv needs them. I will transfer the stamps from the BP set to our DP sets as soon as I have them. Is everything else ready to issue besides the drawings?

J

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

Unceded x̱məθkwəy̓əm (Musqueam), Skwxwú7mesh (Squamish), an Səl̓ílwətaʔ (Tseil-Waututh) Territories (Vancouver)

From: Cheng, Maria
Sent: Wednesday, May 29, 2019 10:54 AM
To: Freeman, John
Subject: RE: 3137 W BROADWAY DP-2018-00039 Hollywood - final clearances

DP is ready to be issued.

The following are needed:

- Check which documents (in Application Documents tab) are the most updated one and select "Accepted" for the ones that are newest? If they are "Provided", POSSE won't let me issue DP.
- Additional copies of the landscape plan for BP.
- Additional plans. I have one set that was date stamped received Oct 4 with 6 replacement sheets which were date stamped received Feb 8. I don't know if that's the most recent set.

Regards,
Maria

From: Freeman, John
Sent: Wednesday, May 29, 2019 9:26 AM
To: Cheng, Maria
Subject: 3137 W BROADWAY DP-2018-00039 Hollywood - final clearances

Hi Maria,

Final clearances came in last week from ENG. The legal memo was not circulated to me before yesterday – I was completed May 16th – so now of course everyone wants their permits. Can you let me know what you need to get this issued? I'd like to get an ETA for the applicant team. J

John Freeman

City of Vancouver
(604) 871-6076

From: "Rodriguez, Ian" <Ian.Rodriguez@vancouver.ca>
To: "Freeman, John" <John.Freeman@vancouver.ca>
CC: "Ranjan, Jaya" <jaya.ranjan@vancouver.ca>
Date: 5/29/2019 11:45:27 AM
Subject: RE: 3137 W BROADWAY DP-2018-00039 Hollywood - final clearances

Hello John,

Yes, it would have been sent a couple days after we did our review in March.

Regards,

Ian Rodriguez

From: Freeman, John
Sent: Wednesday, May 29, 2019 11:29 AM
To: Rodriguez, Ian
Cc: Ranjan, Jaya; Robin, Sarah
Subject: RE: 3137 W BROADWAY DP-2018-00039 Hollywood - final clearances

Did that get sent back a while ago? Looks like you completed reviews back in March. I might look for them in the W Annex. Thanks Ian. J

From: Rodriguez, Ian
Sent: Wednesday, May 29, 2019 11:05 AM
To: Freeman, John
Cc: Ranjan, Jaya
Subject: RE: 3137 W BROADWAY DP-2018-00039 Hollywood - final clearances

Hello John,

We sent ours back.

Regards,

Ian Rodriguez

From: Freeman, John
Sent: Wednesday, May 29, 2019 11:01 AM
To: Maness, Alina; Cheng, Paul; Rodriguez, Ian
Cc: Robin, Sarah
Subject: FW: 3137 W BROADWAY DP-2018-00039 Hollywood - final clearances

Good Morning, Does anyone have any extra sets I can use for issuance? Let me know and I'll drop by to pick up. J

John Freeman - Project Facilitator

City of Vancouver | Development, Buildings & Licensing

(604) 871-6076

john.freeman@vancouver.ca

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

From: Cheng, Maria
Sent: Wednesday, May 29, 2019 10:54 AM
To: Freeman, John
Subject: RE: 3137 W BROADWAY DP-2018-00039 Hollywood - final clearances

DP is ready to be issued.

The following are needed:

- Check which documents (in Application Documents tab) are the most updated one and select "Accepted" for the ones that are newest? If they are "Provided", POSSE won't let me issue DP.
- Additional copies of the landscape plan for BP.
- Additional plans. I have one set that was date stamped received Oct 4 with 6 replacement sheets which were date stamped received Feb 8. I don't know if that's the most recent set.

Regards,
Maria

From: Freeman, John
Sent: Wednesday, May 29, 2019 9:26 AM
To: Cheng, Maria
Subject: 3137 W BROADWAY DP-2018-00039 Hollywood - final clearances

Hi Maria,

Final clearances came in last week from ENG. The legal memo was not circulated to me before yesterday – I was completed May 16th – so now of course everyone wants their permits. Can you let me know what you need to get this issued? I'd like to get an ETA for the applicant team. J

John Freeman
City of Vancouver
(604) 871-6076

From: "Freeman, John"

To: "Cheng, Maria" <Maria.Cheng@vancouver.ca>

Date: 5/29/2019 11:06:34 AM

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

Thanks Maria, I will round up additional sets and I think the set with the mark ups and sheet replacements are the most recent for issuance. I will confirm the electronic sets are the most up to date. I don't have any paper set of this one at all. Hoping there are enough to issue around here somewhere.

J

From: Cheng, Maria

Sent: Wednesday, May 29, 2019 10:54 AM

To: Freeman, John

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

DP is ready to be issued.

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John Freeman

City of Vancouver

(604) 871-6076

From: "Freeman, John"
To: "Track, Joanna" <joanna.track@vancouver.ca>
Date: 5/29/2019 9:27:15 AM
Subject: RE: 3137 W BROADWAY DP-2018-00039 Hollywood - final clearances

Thanks Joanna, Just a mix up between me and Sarah Robin. Project hand offs! Getting this issued ASAP. J

From: Track, Joanna
Sent: Monday, May 27, 2019 11:32 AM
To: Freeman, John
Cc: Wilson, Terry; Rodriguez, Ian; Yip, Chia-Li
Subject: RE: 3137 W BROADWAY DP-2018-00039 Hollywood - final clearances

Hi John,

Apologies, I see that our reporting memo did not go to you. Please see attached.

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: Rodriguez, Ian
Sent: Wednesday, May 22, 2019 5:39 PM
To: Freeman, John
Cc: Wilson, Terry; Track, Joanna
Subject: RE: 3137 W BROADWAY DP-2018-00039 Hollywood - final clearances

Hello John,

Yes, we can clear this DP hold. I checked with Survey. Thanks.

Regards,

Ian Rodriguez

From: Freeman, John
Sent: Wednesday, May 22, 2019 10:05 AM
To: Rodriguez, Ian
Cc: Wilson, Terry; Track, Joanna
Subject: FW: 3137 W BROADWAY DP-2018-00039 Hollywood - final clearances

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 Səl̓ílwətaʔ (Tseil-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

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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

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Marianne Amodio, Principal
Architect AIBC, LEED AP

MA+HG

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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

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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.

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John Freeman - Project Facilitator

City of Vancouver | Development, Buildings & Licensing

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John.freeman@vancouver.ca

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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. Page 329 of 405

understanding is that all legal agreements were filed last month.

M

Marianne Amodio, Principal
Architect AIBC, LEED AP

MA+HG

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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

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

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

From: "Freeman, John"
To: "Rodriguez, Ian" <ian.rodriquez@vancouver.ca>
Date: 5/23/2019 9:05:39 AM
Subject: RE: 3137 W BROADWAY DP-2018-00039 Hollywood - final clearances

Thanks Ian. Cheers, j

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John Freeman - Project Facilitator
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(604) 871-6076
john.freeman@vancouver.ca

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Barbara Vanderburgh*
PARTNER

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MA+HG

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John.freeman@vancouver.ca

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Cc: Freeman, John; Emilia Mazzonna; Harley Grusko

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

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Architect AIBC, LEED AP

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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 xʷməθm̓əṣ (Musqueam), ḵwəṣmesh (Squamish), an ḵwəṣm̓əṣ (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
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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>

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

From: "marianne amodio" <marianne@mahg.ca>
To: "Freeman, John" <John.Freeman@vancouver.ca>
CC: "Emilia Mazzonna" <emazzonna@cftengineering.com>
"Harley Grusko" <harley@mahg.ca>
Date: 5/9/2019 3:12:54 PM
Subject: Re: 3137 W BROADWAY DP-2018-00039 Hollywood - final clearances
Attachments: TITLE-CA7407837-PID-030-741-131.pdf

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
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Barbara Vanderburgh*
PARTNER

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John Freeman - Project Facilitator

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

Unceded xʷməθkʷəy̓əm (Musqueam), Skwxwú7mesh (Squamish), an Səl̓ílwətaʔ (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

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Marianne Amodio, Principal
Architect AIBC, LEED AP

MA+HG

Marianne Amodio and Harley Grusko Architects Inc.

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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

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Subject: Hollywood Lands - Full Registration

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

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

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- ☐ 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

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Fasken Martineau DuMoulin LLP
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bvanderburgh@fasken.com | www.fasken.com/en/Barbara-Vanderburgh
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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
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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>

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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 Indefeasible 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: "marianne amodio" <marianne@mahg.ca>
To: "Freeman, John" <John.Freeman@vancouver.ca>
CC: "Harley Grusko" <harley@mahg.ca>
Date: 5/8/2019 11:55:18 AM
Subject: Re: 3137 W BROADWAY DP-2018-00039 Hollywood - final clearances

Thank you John. We understand that the documents were filed on April 16 and we were awaiting the registered file.

I can confirm that the DP site sign was removed some time ago. Do you require some kind of official documentation attesting to this? We have responded to this item a number of times. Maybe a site photo?

Thanks again!

M

Marianne Amodio, Principal
Architect AIBC, LEED AP

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

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- ☐ Community Use Agreement;
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<image001.jpg>

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

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CC: "Emilia Mazzonna" <emazzonna@cftengineering.com>
"Harley Grusko" <harley@mahg.ca>

Date: 5/8/2019 11:39:03 AM

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

Attachments: 3133 W Broadway final clearance holds May 8 2019.pdf

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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" <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>

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s.13(1)



s.13(1)



s.13(1)



s.13(1)



s.13(1)



From: "Cheng, Paul"
To: "Joseph, Chalys" <chalys.joseph@vancouver.ca>
CC: "Robin, Sarah" <sarah.robin@vancouver.ca>
Date: 11/21/2018 12:50:51 PM
Subject: RE: 3137 West Broadway - Hollywood Theatre

Hi Chalys,

I have cleared my design conditions for this file. I had defended Engineering's interests until I received the copy of Gil's email. Sorry but my boss has signed off on it.

But I think Engineering also had a similar condition in the report?

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: Joseph, Chalys
Sent: Wednesday, November 21, 2018 12:24 PM
To: Cheng, Paul
Cc: Mulji, Karima; Scott, Douglas; LaClaire, Lon
Subject: Re: 3137 West Broadway - Hollywood Theatre

Hi Paul

I don't think this is completely resolved. Karima is going to look into it because Jerry might not have known the details.

Douglas and I had been looking at several options after our meeting with the applicant Monday. We understand the concerns around the heritage but think there is a solution, such as requiring public pedestrian access across the front of the new building. I had called you on this Monday afternoon since you did not attend the meeting.

Thanks for understanding

Chalys

Sent from my iPhone

On Nov 21, 2018, at 9:40 AM, Cheng, Paul <paul.cheng@vancouver.ca> wrote:

Lovely.

Then we can get on with it.

Paul C.P. Cheng, Architect AIBC, LEED A.P.
Senior Development Planner
Urban Design Division
Planning, Urban Design and Sustainability

From: Robin, Sarah
Sent: Tuesday, November 20, 2018 4:15 PM
To: Cheng, Paul
Subject: RE: 3137 West Broadway - Hollywood Theatre

Actually, it seems they have support, and have provided the following correspondence:

Begin forwarded message:

From: "Kelley, Gil" <Gil.Kelley@vancouver.ca>
Subject: Rain canopy @ Hollywood Theatre
Date: 20 November, 2018 2:09:54 PM PST
To: "marianne@mahg.ca" <marianne@mahg.ca>
Cc: "Dobrovolny, Jerry" <jerry.dobrovolny@vancouver.ca>

Hello, Marianne.

I spoke with Jerry Dobrovolny yesterday about this and he feels comfortable waiving the requirement /standard for the contiguous rain canopy on the new portion of the building in order to accommodate the desired set back and view of the heritage HT building that is part of the complex.

Gil

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

Please excuse any typos
Sent from my iPhone

From: Cheng, Paul
Sent: Tuesday, November 20, 2018 2:53 PM
To: Robin, Sarah
Subject: RE: 3137 West Broadway - Hollywood Theatre

Oh good. So now they know that it's not just me that is resisting. In fact, I have been resisting on behalf of Engineering.

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
Sent: Tuesday, November 20, 2018 1:41 PM
To: Cheng, Paul

Subject: RE: 3137 West Broadway - Hollywood Theatre

Their proposal didn't go over well!

-----Original Appointment-----

From: Cheng, Paul

Sent: Tuesday, November 20, 2018 1:31 PM

To: Robin, Sarah

Subject: Declined: 3137 West Broadway - Hollywood Theatre

When: Monday, November 19, 2018 1:30 PM-2:00 PM (UTC-08:00) Pacific Time (US & Canada).

Where: West Annex - 515 W 10th - Rm 328 - Killarney (6 person)

Sorry I missed this

From: "Robin, Sarah" <Sarah.Robin@vancouver.ca>
To: "Freeman, John" <John.Freeman@vancouver.ca>
Date: 4/17/2019 1:36:53 PM
Subject: RE: Hollywood

That sounds great, see you then ☺

From: Freeman, John
Sent: Wednesday, April 17, 2019 12:19 PM
To: Robin, Sarah
Subject: RE: Hollywood

Thanks Sarah,

I'll pop by your desk tomorrow afternoon to see if you are around. If you have drawings or documents I'll take them off your hands. J

From: Robin, Sarah
Sent: Wednesday, April 17, 2019 11:38 AM
To: Freeman, John
Subject: FW: Hollywood

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.

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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: "Robin, Sarah" <Sarah.Robin@vancouver.ca>
To: "Cheng, Paul" <paul.cheng@vancouver.ca>
Date: 11/15/2018 11:04:58 AM
Subject: RE: HOLLYWOOD PRIOR TO RESPONSE SUBMISSION. - weather protection

Okay, sounds good! I'll schedule a meeting.

From: Cheng, Paul
Sent: Thursday, November 15, 2018 10:45 AM
To: Robin, Sarah
Subject: RE: HOLLYWOOD PRIOR TO RESPONSE SUBMISSION. - weather protection

Ok sure! If they can convince Engineering that would be great.

It should probably be Chalys or John Turecki.

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

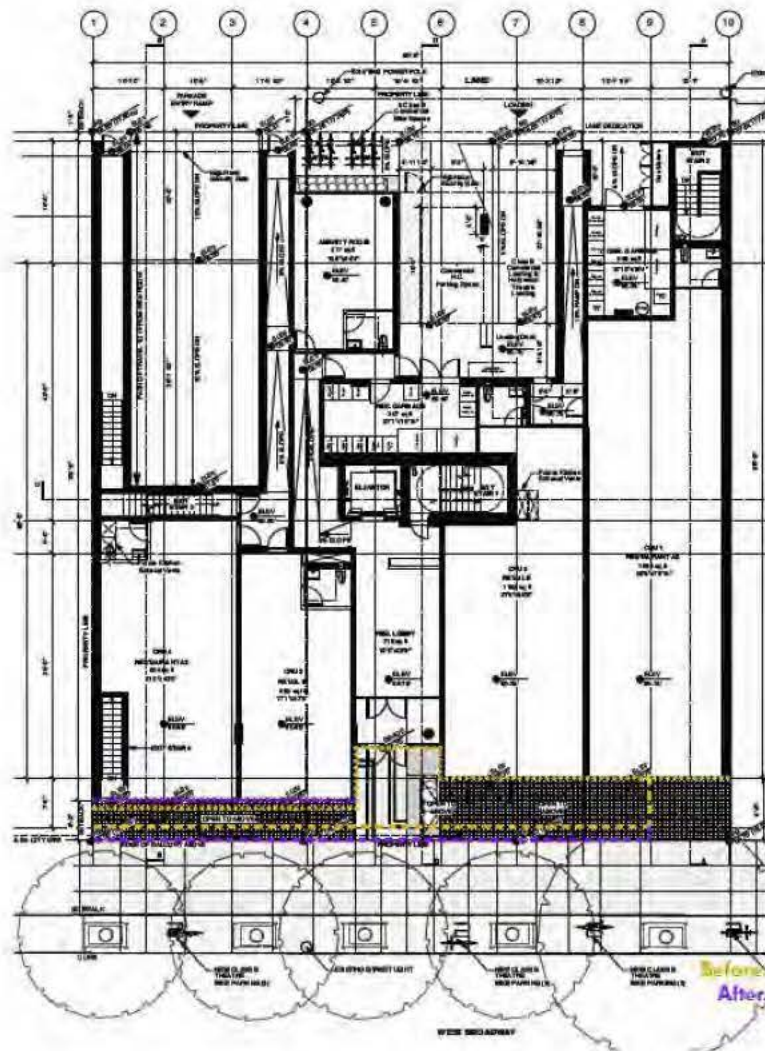
From: Robin, Sarah
Sent: Wednesday, November 14, 2018 3:23 PM
To: Cheng, Paul
Subject: FW: HOLLYWOOD PRIOR TO RESPONSE SUBMISSION. - weather protection

Hi Paul,

Please see excerpt below from their prior-to response submission regarding weather protection. They are requesting a meeting with yourself and Engineering to discuss this further.

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



Urban Design Conditions, Cont.:

1.5 Design development to the rear, lane-facing elevation to increase

We have further developed the lane-facing elevation at the ground activating the lane side by providing an amenity space that overlooks

1.6 Large-scale detail drawings that elaborate the achieving of the

As included in this document.

1.7 Increased livability for the family-friendly dwelling units (2-bedn balcony depth of 5');

We have increased the minimum balcony depth to 5' at the north side family-friendly dwelling units are located. Any 2 and 3 bedroom dw with either wrap-around or enlarged balcony areas.

1.8 Continuous weather protection over a minimum depth of 6' on building;

Our design strategy on Broadway has been to widen the public realm response to this requirement, we have further set back the facade to provide a continuous canopy ranging from 6' to 14' in depth (with breaks for a small area at the east edge of the property in deference design element that has been supported by the Vancouver Heritage

According to the National Standards & Guidelines for the Conservation "heritage value is the aesthetic, historic, scientific, social or spiritual present, or future generations." The heritage value of the Hollywood rehabilitation and restoration forms the basis of the Heritage Revitalization project has been approved. In exchange for the rehabilitation and theatre, originally built in 1931, the Owner was granted transfer of

Cont'd on next page...

MA

The Hollywood: DP Prior To

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

MA+HG

Marianne Amodio and Harley Grusko Architects Inc.

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Vancouver BC V6A1T6

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

Hi Marianne I 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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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:

<https://www.dropbox.com/sh/r7lwfwidcbhzo2g/AACAeaedVMGJa5wf0c12pOBna?dl=0>

Did you receive the printed sets?

Best,

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

MA+HG

Marianne Amodio and Harley Grusko Architects Inc.

778 379 9276

#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)

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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

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From: "Robin, Sarah" <Sarah.Robin@vancouver.ca>
To: "Cheng, Paul" <paul.cheng@vancouver.ca>
Date: 11/7/2018 2:46:17 PM
Subject: RE: HOLLYWOOD PRIOR TO RESPONSE SUBMISSION.

Hi Paul – Okay, good to know.

Best,
Sarah

From: Cheng, Paul
Sent: Wednesday, November 07, 2018 2:37 PM
To: Robin, Sarah
Subject: RE: HOLLYWOOD PRIOR TO RESPONSE SUBMISSION.

Hi Sarah,

It's both Engineering and Planning. The two departments bicker about this all the time, but it's Engineering that strongly feels that weather protection should be completely continuous.

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
Sent: Wednesday, November 07, 2018 2:26 PM
To: Cheng, Paul
Subject: FW: HOLLYWOOD PRIOR TO RESPONSE SUBMISSION.

Hi Paul ☞ Marianne is asking about the canopy/weather protection requirement, as to whether that is an engineering requirement since it is under the Urban Design section of the prior-to letter? Can you please clarify so I can respond to her question.

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?

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Marianne

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Thank you!
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Sarah

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Did you receive the printed sets?

Best,

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

MA+HG

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Subject: Re: HOLLYWOOD PRIOR TO RESPONSE SUBMISSION.

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Thanks,

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

MA+HG

Marianne Amodio and Harley Grusko Architects Inc.

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Sarah

From: Marianne Lisa Amodio [<mailto:marianne@mahg.ca>]
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Cc: Harley Grusko; Lindsey Nette
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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: "Marianne Lisa Amodio" <marianne@mahg.ca>
To: "Cheng, Paul" <paul.cheng@vancouver.ca>
CC: "Robin, Sarah" <Sarah.Robin@vancouver.ca>
Date: 11/21/2018 10:37:18 AM
Subject: Re: Hollywood PTR

Thank you so much, Paul.
We are on our way here.
M

Marianne Amodio, Principal
Architect AIBC, LEED AP

MA+HG

Marianne Amodio and Harley Grusko Architects Inc.

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On 2018-11-21, at 10:31 AM, Cheng, Paul wrote:

Hi Marianne,

Just wanted to let you know I have cleared design conditions 1.1 to 1.11 after reviewing your prior-to response.

I think the level of refinement to the building design is exceptional and the design conditions were met in a creative and deeply-thought way, and wanted to commend you on that.

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: s.22(1)
To: "Robin, Sarah" <Sarah.Robin@vancouver.ca>
CC: "Freeman, John" <John.Freeman@vancouver.ca>
Date: 4/30/2019 6:56:02 PM
Subject: Re: Hollywood

Thanks, Sarah. I'll wait for John's fresh updates.

s.22(1)

> On Apr 30, 19, at 15:19, Robin, Sarah <Sarah.Robin@vancouver.ca> wrote:

>

> Hi s.22(1)

>

> My understanding is that the Community Use Agreement is still in the process of being registered, John Freeman (copied) is now the Project Facilitator for this DP and can provide further updates.

>

> Best,
> Sarah

>

> -----Original Message-----

> From: s.22(1)

> Sent: Tuesday, April 30, 2019 8:30 AM

> To: Robin, Sarah

> Subject: Re: Hollywood

>

> Hi Sarah ,

>

> Any updates about the DP and the Community Use Agreement for the Hollywood Theatre ?

> Live Nation is selling tickets for 2 rock concerts in October.

>

> Have a nice day !

>

> Best,

> s.22(1)

>

>> On Jan 15, 19, at 08:57, Robin, Sarah <Sarah.Robin@vancouver.ca> wrote:

>>

>> You're very welcome.

>>

>> Best,
>> Sarah

>>

>> -----Original Message-----

>> From: s.22(1)

>> Sent: Monday, January 14, 2019 6:49 PM

>> To: Robin, Sarah

>> Subject: Re: Hollywood

>>

>> Thanks, Sarah, for your prompt reply.

>> s.22(1)
>>
>>> On Jan 14, 19, at 16:00, Robin, Sarah <Sarah.Robin@vancouver.ca> wrote:
>>>
>>> Hi s.22(1)
>>>
>>> Thanks for your email. The applicant is still working on the conditions required for approval of the Development Permit, including the Community Use Agreement, therefore the DP has not yet been issued.
>>>
>>> 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
>>>
>>> -----Original Message-----
>>> From: s.22(1)
>>> Sent: Friday, January 11, 2019 9:42 AM
>>> To: Robin, Sarah
>>> Subject: Hollywood
>>>
>>> Dear Sarah Robin,
>>>
>>> Carl told me that you are now in charge of 3103 W Broadway development permit application. I attended both City Councils last July. Has a permit finally been issued ? Has a Community Use Agreement been finalized ?
>>> Thanks in advance for updating me on these matters.
>>>
>>> Regards
>>> s.22(1)
>>
>

From: "Robin, Sarah" <Sarah.Robin@vancouver.ca>
To: "Freeman, John" <John.Freeman@vancouver.ca>
Date: 5/16/2019 4:21:15 PM
Subject: RE: Reporting: 3123 - 3141 West Broadway (DP-2018-00039) - 4184 Investments Ltd.

No problem ☺

From: Freeman, John
Sent: Thursday, May 16, 2019 4:16 PM
To: Robin, Sarah
Subject: RE: Reporting: 3123 - 3141 West Broadway (DP-2018-00039) - 4184 Investments Ltd.

Thanks Sarah! 📅 follow up with this tomorrow. J

From: Robin, Sarah
Sent: Thursday, May 16, 2019 4:08 PM
To: Freeman, John
Subject: FW: Reporting: 3123 - 3141 West Broadway (DP-2018-00039) - 4184 Investments Ltd.

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****

From: "Freeman, John"
To: "Robin, Sarah" <sarah.robins@vancouver.ca>
Date: 5/29/2019 9:05:42 AM
Subject: RE: Reporting: 3123 - 3141 West Broadway (DP-2018-00039) - 4184 Investments Ltd.

Thanks Sarah. This blew up a bit while I was away yesterday and Monday. Sorry about blow back. I'll throw myself under the bus for Marianne's delight. Getting it issued today I hope. J

From: Robin, Sarah
Sent: Tuesday, May 28, 2019 2:28 PM
To: Freeman, John
Subject: FW: Reporting: 3123 - 3141 West Broadway (DP-2018-00039) - 4184 Investments Ltd.

Hi John,
Forwarding to you, as I've realized you were not copied on this.

Best,
Sarah

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

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****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****

From: "Freeman, John"
To: "McCall, Gregory" <Gregory.McCall@vancouver.ca>
"Wang, Calvin" <calvin.wang@vancouver.ca>
CC: "Faught, Brady" <brady.faught@vancouver.ca>
"Higgins, Chris \(\Sustainability\)" <chris.higgins@vancouver.ca>
"Black, Sailen" <sailen.black@vancouver.ca>
Date: 5/6/2019 10:30:14 AM
Subject: RE: The Hollywood 3137 W Broadway DP-2018-00039 final clearances

Hi Greg,

Calvin Wang reviewed it in spring of 2018 and wrote conditions for April 10th. Notes in the PT-Letter include:

The following comments have been made by the Processing Centre – Building:
As stated by the letter “Approach to Building By-Law Compliance” prepared by CFT Engineering Inc.

- i. The existing Hollywood Theatre and adjacent new construction will be a single building.
- ii. The existing Hollywood Theatre will be separated from the new construction by a non-combustible 2 h vertical fire separation for compliance with Article 11.2.1.5.
- iii. The existing Hollywood Theatre is a self-contained volumetric space as defined by VBBL 11.2.1.5 and shall be upgraded per Part 11 of the VBBL.
- iv. The new construction shall comply with the current VBBL requirements.

Regards, J

John Freeman - Project Facilitator

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

Unceded x^wməθkwəyəm (Musqueam), Skwxwú7mesh (Squamish), an Səlilwətaʔ (Tsleil-Waututh) Territories (Vancouver)

From: McCall, Gregory
Sent: Monday, May 6, 2019 10:23 AM
To: Freeman, John
Cc: Faught, Brady; Higgins, Chris (Sustainability); Black, Sailen
Subject: RE: The Hollywood 3137 W Broadway DP-2018-00039 final clearances

John,
Has this had a preliminary review by anyone in BRB?
G

M. Greg McCall
B.Sc.(Gen), P.Eng., LEED AP
Energy Policy Specialist
Office of the Chief Building Official (CBO)
Development, Buildings, and Licensing
City of Vancouver
Tel: 604.873.7531
Email: Gregory.McCall@vancouver.ca

Energy webpage: <http://vancouver.ca/building-energy-requirements>
Field Review webpage: <http://vancouver.ca/home-property-development/field-review-inspection.aspx>

From: Freeman, John
Sent: Thursday, May 02, 2019 9:06 AM
To: Faught, Brady; Higgins, Chris (Sustainability)
Subject: The Hollywood 3137 W Broadway DP-2018-00039 final clearances

Hey SUS friends!

There is a review group open still for you in POSSE. Are there any final requirements that the applicant team needs to meet for this DP? If you are OK to clear let me know and I'll close your reviews. Getting ready to issue shortly. J

John Freeman - Project Facilitator

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

Unceded xʷməθl̓əṁ (Musqueam), Ḕl̓əṁš7mesh (Squamish), an Ḕl̓əṁl̓wətaʔ (Tsleil-Waututh) Territories (Vancouver)

From: "Freeman, John"

To: "Black, Sailen" <sailen.black@vancouver.ca>

CC: "Faught, Brady" <brady.faught@vancouver.ca>
"Higgins, Chris \ (Sustainability)" <chris.higgins@vancouver.ca>

Date: 5/6/2019 2:41:05 PM

Subject: RE: The Hollywood 3137 W Broadway DP-2018-00039 final clearances

Attachments: 3133 W Broadway PT-Letter.pdf

Hi Gents,

Looking at the PT-Letter I don't see any specific SUS conditions. Apologies for not looking it over earlier... I suspect that your group was opened in error. I will close with "no review required" unless your do have any concerns. J

John Freeman - Project Facilitator

City of Vancouver | Development, Buildings & Licensing

(604) 871-6076

John.freeman@vancouver.ca

Unceded x^wməθkwəyəm (Musqueam), Skwxwú7mesh (Squamish), an Səlilwətaʔ (Tsleil-Waututh) Territories (Vancouver)

From: Black, Sailen

Sent: Monday, May 6, 2019 12:53 PM

To: Freeman, John

Cc: Faught, Brady; Higgins, Chris (Sustainability)

Subject: RE: The Hollywood 3137 W Broadway DP-2018-00039 final clearances

Hi John,

Could you send us a copy of the prior-to conditions so we know if there are any SUS items to review please?

--

Sailen Black, Architect AIBC | Senior Green Building Planner

Planning, Urban Design & Sustainability | City of Vancouver

sailen.black@vancouver.ca | 604.873.7929 | vancouver.ca/zeroemissions

From: Freeman, John

Sent: Thursday, May 02, 2019 9:06 AM

To: Faught, Brady; Higgins, Chris (Sustainability)

Subject: The Hollywood 3137 W Broadway DP-2018-00039 final clearances

Hey SUS friends!

There is a review group open still for you in POSSE. Are there any final requirements that the applicant team needs to meet for this DP? If you are OK to clear let me know and I'll close your reviews. Getting ready to issue shortly. J

John Freeman - Project Facilitator

City of Vancouver | Development, Buildings & Licensing

(604) 871-6076

John.freeman@vancouver.ca

July 31, 2018

Ms. Marianne Amodio
Marianne Amodio Architecture Studio
#102-127 East Pender Street
Vancouver, BC
V6A 1T6

Dear Ms. Amodio:

**RE: 3123, 3133 and 3141 West Broadway
Development Application Number DP-2018-00039**

On behalf of the Director of Planning, your application has been approved to develop the existing C-2C sites at 3133 and 3141 West Broadway with a new 6 storey mixed-use building comprising 40 dwelling units on levels 2 to 6 in conjunction with 4 retail units at the ground level, all over 2 levels of underground parking, providing 47 parking spaces having vehicular access from the lane. Scope of work also includes interior alterations at the existing one-storey plus mezzanine and basement, Vancouver Heritage Register B theatre building (The Hollywood) located at 3123 West Broadway. This project is subject to a Heritage Revitalization Agreement which secures the conservation of the Hollywood theatre.

A permit may be issued upon the completion of the revisions and conditions noted below under items 1.0 to 2.13 of this "prior-to permit issuance" letter.

IMPORTANT!!! HOW TO SUBMIT YOUR REVISIONS

Arrange a meeting by calling at least two days in advance of your drawings being ready for submission. **Partial submissions will not be accepted.** You may contact Carl Stanford at 604.871.6796, 8:30 a.m. to 4:30 p.m., Monday to Friday. Please do not mail, drop-off or courier your response because this will delay the processing of your application. The purpose of the meeting will be to complete a preliminary review of your submission which must include your revised drawings and a written explanation describing how you have addressed each of the conditions.

- 1.0 Prior to the issuance of the Development Permit, eight (8) sets of revised drawings shall be submitted, to the satisfaction of the Director of Planning, clearly indicating:

Urban Design conditions:

- 1.1 provision of an amenity room within the development, of no less than 400 sq. ft. in floor area;
- 1.2 a significant reduction to the perceptible amount of building form that is cantilevering over the existing Hollywood Theatre, as seen from Broadway public realm, by:
 - i. deleting or relocating a portion of the proposed balconies located at the extreme southeast corner for levels 4, 5 and 6;
 - ii. introduction of a visual break in the otherwise unbroken concrete bands that turn the southeast corner; and
 - iii. consideration to set back the living space in the southeast corner for levels 4, 5 and 6.
- 1.3 significant design development to the proposed elevations of the new building to achieve a stronger residential character by:
 - i. the addition of finer-scaled materials that add texture to the exterior surfaces (including soffits), such as brick, tile and wood;
 - ii. added modulation, discontinuity and/or play of light/shadow to the proposed continuous and unmitigated appearance of the proposed horizontal concrete bands; and
 - iii. the reduction of the large fields of glass into smaller units and perceptible breaks.
- 1.4 design development to the ground-floor retail interface to establish a rich visual experience;

(Note to Applicant: The introduction of base plates to the bottom of the glazing units, smaller-scaled paving units and some breaks to the large fields of glass are suggested.)
- 1.5 design development to the rear, lane-facing elevation to increase visual amenity to the lanescape;
- 1.6 provision of large-scale detail drawings that elaborate the achieving of the design conditions listed above;
- 1.7 provision of increased livability for the family-friendly dwelling units (two-bedrooms or larger), by providing a minimum balcony depth of 5 ft.;
- 1.8 provision of continuous weather protection over a minimum depth of 6 ft. over the public sidewalk, fronting the new building;

- 1.9 consideration to add visual interest to the exterior roof of the theatre, with the consideration that several dwelling units will have uninterrupted outlook onto this roof;
- 1.10 design development to delete sliding panels in the type A and type B units;

(Note to Applicant: Sliding panels create enclosed windowless rooms, which is not supportable.)
- 1.11 provision of design features that respond to the Bird-Friendly design guidelines;

(Note to Applicant: The introduction of large fields of transparent glass may be mitigated with features suggested in the guidelines.)

Development Review Branch conditions:

- 1.12 demonstration of compliance with Section 10.11.1(b) - General Regulations, of the Zoning and Development By-law that mechanical appurtenances do not, in total, exceed one-third of the width of the building as measured on any elevation drawings and do not, in total, cover more than 10% of the roof area on which they are located as viewed from directly above;

(Note to Applicant: Provide additional dimensions and calculations on the roof plan or FSR overlays.)
- 1.13 compliance with Section 4.7.3.a - Floor Space Ratio, of the C-2C District Schedule of the Zoning and Development By-law by reducing the proposed open residential balcony areas;

(Note to Applicant: FSR exclusion for open residential balcony must not exceed 12% of the residential floor area being provided.)
- 1.14 provision of parking, loading, and bicycle spaces in accordance with the Parking By-law, to the satisfaction of the General Manager of Engineering Services;

(Note to Applicant: Proposed parking spaces at the north 5 ft. are not permitted. This portion shall be dedicated for lane purposed. See also, Engineering condition 1.26.)
- 1.15 provision of a section detail of the rooftop hatch;

(Note to Applicant: Top of rooftop hatch must not exceed 3'-11" from the top of roof slab.)
- 1.16 demonstration of compliance with Bulk Storage and In-Suite Storage - Multiple Family Residential Developments bulletin;

(Note to Applicant: Provide detailed FSR overlays indicating a minimum of 5.7 cubic meters of bulk storage is provided for each dwelling unit. A minimum clear horizontal dimension of 1.2 m in all directions is required for bulk storage below base surface. Refer to the bulletin for more information at <http://bylaws.vancouver.ca/bulletin/b004.pdf>.)

- 1.17 provision of the following information to be updated:
- i. clarify drawing references on elevation drawings;
 - ii. correspond the site area with the survey plan;
 - iii. update the building length at level 3 on overlay to 80'-0";
 - iv. update the basement notation on overlay to basement;
 - v. clarify commercial spaces as either Retail or Restaurant with class type, but not both; and
 - vi. specify all storage spaces below base surface as residential storage spaces.
- 1.18 confirmation that at least 20% of all off-street parking spaces will be available for charging of electric vehicles;
- 1.19 provision of bicycle spaces in accordance with Section 6 of the Parking By-law, to the satisfaction of the General Manager of Engineering Services:
- i. clarify the bicycle rooms at P1 and ground level as residential or retail;
 - ii. add two notations on the plans:

"Construction of the bicycle rooms to be in accordance with Section 6.3 of the Parking By-law."

"The design of the bicycle spaces (including bicycle rooms, compounds, lockers and/or racks) regarding safety and security measures shall be in accordance with the relevant provisions of Section 6 of the Parking By-law."
 - iii. provide one electrical receptacle per 2 bicycle spaces for the charging of electric bicycles; and
 - iv. provide End of Trip facilities as per Vancouver Building By-law.
- 1.20 deletion of all references to the proposed signage, and add a notation on plans confirming that:
- "All signage is shown for reference only and is not approved under this Development Permit. Signage is regulated by the Sign By-law and requires separate approvals. The owner[s] assumes responsibility to achieve compliance with the Sign By-law and obtain the required sign permits."

Landscape Review conditions:

- 1.21 design development to grades, retaining walls, walkways and structural slabs, to maximize tree growing medium and planting depths for tree and shrub planters to ensure long term viability of the landscape where applicable;

(Note to Applicant: Underground parking slabs and retaining walls may need to be altered to provide adequate depth and continuous soil volumes. Growing mediums and planting depths should exceed BCSLA standards or better.)

- 1.22 provision of the following additional information:

- i. plant material for the planted areas on ground level and rooftop, complete with additions to the Plant List;
- ii. details (not photos) of all landscape features, with references on the plan;
- iii. infrastructure for urban agriculture, in keeping with the City's Guidelines for Urban Agriculture, including potting benches, etc.;
- iv. clarification of extensive green roof and components thereof;
- v. scale of plans should match dimensions and architectural plans (imperial 1/8"=1'); and
- vi. notation regarding tree protection of street trees to the approval of Park Board and deletion of standard tree protection detail.

(Note to Applicant: Further conditions may follow receipt of complete information.)

- 1.23 provision of a high-efficiency automatic irrigation system to be provided for all planters;

- 1.24 provision of confirmed trenching locations for utility connections, avoiding conflict with tree root zones and addition of the following note:

"Trenching for utility connections to be coordinated with Engineering Department to ensure safe root zones of retained trees. Methods of tree protection for street trees to be approved by Park Board."

(Note to Applicant: Methods of tree protection for street trees [as approved by Park Board] to be shown on plan. Relocation of trenching locations are required if in conflict with tree protection.)

- 1.25 provision on the landscape drawings of landscape features intended to create a bird friendly design;

(Note to Applicant: Bird friendly plants should be included on the plant palette, enabling bird habitat conservation and bird habitat promotion. Refer to the Bird Friendly Design Guidelines for examples of built features that may be applicable, and provide a design rationale for the features noted. For more information, see the guidelines at:

<http://former.vancouver.ca/commsvcs/guidelines/B021.pdf>.)

Engineering Services conditions:

- 1.26 deletion of the portions of parking levels at P1 and P2 shown within the north 5 feet of Lot 9 to be dedicated for lane purposes (A1.10 and A1.11);

(Note to Applicant: See also, Development condition 1.14.)

- 1.27 reduction of the door swing of the theatre's two exit doors into the lane to a maximum of 1 foot;

- 1.28 provision of all building grades as per BG plan BG-2017-00244 and corresponding design elevations at all entrances, both sides of the parking ramp at all breakpoints, and both sides of the loading bay;

- 1.29 clarification if bicycle racks are proposed for public property, if so a separate application to the General Manager of Engineering Services is required;

(Note to Applicant: Class B bicycle parking [bike racks] supplied on public property cannot be counted towards the on-site by-law requirement that would apply to this project.)

- 1.30 provision of automatic door openers on the doors providing access to the bicycle room and note on drawings;

- 1.31 provision of any gas service to connect directly to the building without any portion of the service connection above grade within the road right of way; and,

- 1.32 compliance with the Parking and Loading Design Supplement, to the satisfaction of the General Manager of Engineering Services as follows:

- i. dimension all parking and loading spaces on the drawings;

(Note to Applicant: Dimension the overall width of stalls adjacent to walls.)

- ii. additional design elevations are required to be shown on the drawings to confirm the slope and cross fall within the parking levels does not exceed the requirements;

(Note to Applicant: Slope and cross fall to be shown on the drawings.)

- iii. provision of a section drawing showing elevations, vertical clearances, and security gates for the main ramp and through the loading bay;

- iv. dimension the security gate on Level P1;

(Note to Applicant: A minimum 20' (6.1 m) drive aisle width through the gate is required.)

- v. dimension the access aisle width in the bike room and dimension the size of the bike spaces/lockers;
- vi. provision of adequate vertical clearance for mechanical projections, utilities and other services throughout the parking level and parking ramp entry;
- vii. provision of 'stair-free' access from the loading spaces to the CRU's and the lobby;

(Note to Applicant: There are currently stairs shown leading to the lobby. The slope of the 'stair-free' access routes to the CRU's and the lobby areas to be shown on the drawings.)

- viii. provision of a shared use agreement, to the satisfaction of the General Manager of Engineering Services for the Class B loading space between the commercial uses and Hollywood Theatre;

(Note to Applicant: Label the space as 'Commercial loading and Hollywood Theatre loading' on the drawings. The shared use agreement should specify allocated time periods for shared use.)

(Note to Applicant: Refer to the Parking and Loading Design Guidelines at the following link: <http://vancouver.ca/home-property-development/parking-policies-guidelines.aspx>)

2.0 Conditions to be met prior to the issuance of the Development Permit:

Development Review Branch condition:

- 2.1 Written confirmation is to be submitted that the notification sign on the site has been removed.

Heritage conditions:

- 2.2 The Hollywood Theatre is designated as protected heritage property (exterior and structure, and agreed upon interior features) and that the designation by-law is enacted and registered on title to the lands, all to the satisfaction of the Director of Legal Services and the Director of Planning.

(Note to Applicant: Staff will bring the designation by-law forward for enactment shortly after the public hearing, if approved by Council. As the Vancouver Charter requires a notice to be put on title of the designation within 30 days of enactment, it is important that the legal description of the by-law match the existing legal description at the time of registration in the Land Titles Office. In this regard, any pending subdivision or dedication of the lands should be withheld until the designation by-law notice has been filed.)

- 2.3 That the owner enters into a Heritage Revitalization Agreement (HRA) prior to proceeding to public hearing, which secures the conservation of the Hollywood theatre and grants the proposed variances, and that the HRA by-law is enacted and the HRA completed and registered on title to the lands, all to the satisfaction of the Director of Legal Services and the Director of Planning.

(Note to Applicant: Please contact the Heritage Planner, James Boldt, at james.boldt@vancouver.ca, if there any questions on heritage requirements.)

- 2.4 Final copies of the Statement of Significance (SOS) and Conservation Plans are to be submitted.

(Note to Applicant: The above are to be sent as pdf's to the Heritage Planner, James Boldt, at james.boldt@vancouver.ca.)

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.

(Note to Applicant: Contact Cultural Services planner, Kristen Lambertson, at kristen.lambertson@vancouver.ca regarding the Community Use Agreement.)

Engineering Services conditions:

- 2.6 Arrangements are to be made, to the satisfaction of the General Manager of Engineering Services, the Approving Officer and the Director of Legal Services for the consolidation of Lot 9, Except Part in Plan 4166, and The East ½ of Lot 10, Except the North 5 Feet Now Lane and Part in Plan 4166, Both of Plan 229, and Lot H, Plan 20212; all of Block 54, District Lot 540 to create a single parcel and subdivision of that site to result in the dedication of the north 5 feet of the current Lot 9 for lane purposes.

- 2.7 A subdivision plan and application to the Subdivision and Strata Group is required.

(Note to Applicant: For general information see the subdivision website at: <http://vancouver.ca/home-property-development/apply-to-subdivide-or-join-properties.aspx>.)

- 2.8 Arrangements are to be made, to the satisfaction of the General Manager of Engineering Services and the Director of Legal Services, for a replacement of encroachment agreement M72987, updated to cover all of the theatre building elements which encroach onto City property, including the canopy and signage on West Broadway.

(Note to Applicant: Upon completion of the theatre's exterior work, a new BC Land Surveyor's Location Certificate will be required to confirm the extent of all building encroachments at that time. An application to the City Surveyor is required. To enable permit issuance a letter of commitment, to enter into a City standard encroachment agreement, is required. For general information, see the Encroachment Guide at http://vancouver.ca/files/cov/building_encroachment_guide.pdf.)

- 2.9 Arrangements should be made, to the satisfaction of the General Manager of Engineering Services and the Director of Legal Services, for the release of Covenant H26232 (off-site parking) upon the demolition of the existing building or redevelopment of Lot 9.
- 2.10 Arrangements should be made, to the satisfaction of the General Manager of Engineering Services and the Director of Legal Services, for a Shared Use Agreement for the Class B loading space between the commercial uses and Hollywood Theatre.

(Note to Applicant: Label the space as 'Commercial loading and Hollywood Theatre loading' on the drawings. The shared use agreement should specify allocated time periods for shared use.)

- 2.11 The General Manager of Engineering Services will require all utility services to be underground for this "conditional" development. All electrical services to the site must be primary with all electrical plant, which include but not limited to System Vista, Vista switchgear, pad mounted transformers, LPT and kiosks (including non-BC Hydro kiosks) are to be located on private property with no reliance on public property for placement of these features. The applicant is to provide confirmation that all required electrical plant is provided for on-site. There is to be no reliance on secondary voltage from the existing overhead electrical network on the street right-of-way. Any alterations to the existing overhead/underground utility network to accommodate this development will require approval by the Utilities Management Branch.

(Note to Applicant: It is presumed with your consultation so far with B.C. Hydro that an area has been defined within the development footprint to accommodate such electrical plant. Please confirm that this space has been allocated and agreement between both parties has been met.)

- 2.12 The owner or representative is advised to contact Engineering to acquire the project's permissible street use. Prepare a mitigation plan to minimize street use during excavation and construction (i.e. consideration to the building design or sourcing adjacent private property to construct from) and be aware that a minimum 60 days lead time for any major crane erection/removal or slab pour that requires additional street use beyond the already identified project street use permissions.
- 2.13 Provision of construction details to determine ability to meet municipal design standards for shotcrete removal (Street Restoration Manual section 02596 and Encroachment By-law [#4243]) section 3A) and access around existing and future utilities adjacent your site.

(Note to Applicant: Detailed confirmations of these commitments will be sought at the building permit stage with final design achievements certified and confirmed with survey and photographic evidence of removals and protection of adjacent utilities prior to building occupancy. Provision of written acknowledgement of this condition is required. Please contact Engineering Services for details.)

3.0 Conditions of the Development Permit:

- 3.1 A qualified environmental consultant must be available to identify, characterize and appropriately manage any environmental media of suspect quality which may be encountered during subsurface work.
- 3.2 In the event, contamination of any environmental media are encountered, a Notice of Commencement of Independent Remediation must be submitted to the Ministry of Environment and a copy to the City of Vancouver.
 - i. Upon completion of remediation, a Notification of Completion of Independent Remediation must be submitted to the Ministry of Environment and a copy to the City of Vancouver.
 - ii. Dewatering activities during remediation may require a Waste Discharge Permit.
 - iii. Submit a copy of the completion of remediation report with supporting data signed by an Approved Professional confirming the lands have been remediated to the applicable land use prior to occupancy permit issuance.
- 3.3 Must comply with all relevant provincial Acts and Regulations (e.g. Environmental Management Act, Contaminated Sites Regulation, Hazardous Waste Regulation) and municipal Bylaws (e.g. Fire Bylaw, Sewer and Watercourse Bylaw) where applicable.
- 3.4 The site shall be maintained in a neat and tidy condition.
- 3.5 All services, including telephone, television cables and electricity, shall be completely underground.
- 3.6 This Development Permit is valid for a period of 12 months from the date of issuance - unless otherwise validated by a Building Permit.
- 3.7 All approved off-street vehicle parking, loading and unloading spaces, and bicycle parking spaces shall be provided in accordance with the relevant requirements of the Parking By-law prior to the issuance of any required occupancy permit, or any use or occupancy of the proposed development not requiring an occupancy permit, and thereafter permanently maintained in good condition.

- 3.8 All landscaping and treatment of the open portions of the site shall be completed in accordance with the approved drawings **prior to the issuance of any required occupancy permit**, or any use or occupancy of the proposed development not requiring an occupancy permit, and thereafter permanently maintained in good condition.

(Note to Applicant: In cases where it is not practical, due to adverse weather conditions or other mitigating factors, to complete the landscaping prior to occupancy of a building, the City will accept an Irrevocable Letter of Credit [amount to be determined by the City] as a guarantee for completion of the work by an agreed upon date.)

- 3.9 In accordance with Protection of Trees By-law Number 9958, the removal and replacement of trees is permitted only as indicated on the approved Development Permit drawings.
- 3.10 The building shall be maintained and occupied as a mixed-use building comprising retail units and dwelling units.
- 3.11 A qualified environmental consultant must be available to identify, characterize and appropriately manage any environmental media of suspect quality which may be encountered during any subsurface work.
- 3.12 The Heritage Revitalization Agreement applicable to the development permit requires that a final report be submitted to the City by a heritage consultant that the rehabilitation work agreed to has been completed in a manner which is consistent with the approved Conservation Plan, which forms a part of the development permit approval. In this regard the heritage consultant should be kept informed of the progress of the work and be consulted on any possible changes or amendments to what has been approved.

4.0 Notes to Applicant:

- 4.1 It should be noted that your Development Permit will be issued when you have complied with all the above conditions. However, if these conditions have not been complied with **on, or before January 31, 2019** this Development Application may stand refused.
- 4.2 A new Development Application will be required for any significant changes. This approval is subject to any change in the Zoning and Development By-law or other regulations affecting the development that occurs before the permit is issuable. No permit that contravenes the by-law or regulations can be issued.
- 4.3 The following comments have been made by the Processing Centre - Building:
- As stated by the letter "Approach to Building By-Law Compliance" prepared by CFT Engineering Inc.
- i. The existing Hollywood Theatre and adjacent new construction will be a single building.

- ii. The existing Hollywood Theatre will be separated from the new construction by a non-combustible 2 h vertical fire separation for compliance with Article 11.2.1.5.
 - iii. The existing Hollywood Theatre is a self-contained volumetric space as defined by VBL 11.2.1.5 and shall be upgraded per Part 11 of the VBL.
 - iv. The new construction shall comply with the current VBL requirements.
- 4.4 If this Development Application included a written notification of neighbouring property owners or other interested parties, a copy of this letter will be sent to all respondents advising them of the decision.
- 4.5 The Canadian Electrical Code regulates high voltage overhead conductor clearances from structures and dielectric liquid-filled transformer clearances from combustible building surfaces, doors, windows and ventilation openings. All structures must have a horizontal distance of at least 3 m from existing BC Hydro high voltage overhead conductors. Combustible building surfaces, windows, doors and ventilation openings must be located at least 6 m from dielectric liquid-filled, pole-mounted BC Hydro transformers, unless an acceptable non-combustible barrier is constructed between these transformers and combustible building surfaces, doors, windows or ventilation openings.

If the building design cannot meet these requirements, modifications must be made. If you wish to discuss design options, please contact Electrical Inspections at 604.871.6401.

- 4.6 The applicant should liaise with the Water Design Branch of the City to agree details with regard to site servicing, metering requirements and locations. The domestic water service and water meter locations must conform to current Waterworks Standards. 24 hour direct access to the water meter will be required. The applicant shall supply project details including confirmed average day domestic water demands, peak hour domestic water demands, and fire flow calculations based on the Fire Underwriter's Survey's document, Water Supply for Public Fire Protection to confirm the water system analysis. Should system upgrades be deemed necessary upon analysis of the confirmed development flows, arrangements to the satisfaction of the General Manager of Engineering Services and the Director of Legal Services will be required to secure payment for the upgrading.

To avoid any servicing delays, please have the mechanical designer contact Cheryl Craig of the water design branch, at 604.873.7325, to confirm the water servicing details.

- 4.7 **This site will be affected by a Development Cost Levy By-law. Levies will be required to be paid prior to issuance of Building Permits. For more information, please refer to the Development Cost Levies Information Bulletin, available at the Planning Department Reception Counter, or online at vancouver.ca/financegrowth. The next increase is scheduled for September 30, 2018; projects without a Building Permit in process will be charged at a higher rate. Additional information about the increase can be found at vancouver.ca/commsvcs/planning/infobul1.pdf.**

- 4.8 All Building permit applications submitted on or after January 2, 2015, will be reviewed for compliance to the 2014 Vancouver Building By-law. Submission of most Building Permit applications now requires an appointment. When your Building Permit application is ready, please phone 604.873.7611 to book an appointment for an application intake with the Project Coordinator who will manage your application. Only full and complete applications will be accepted. If you need advice in preparing your application, you may book an enquiry appointment 604.873.7611, or walk into our Development and Building Services Centre (1st Floor, 515 West 10th Avenue).

Yours truly,

A handwritten signature in cursive script that reads "Carl Stanford". The ink is dark and the signature is fluid, with a large, sweeping "C" and a long, trailing "l" in "Stanford".

Carl Stanford
carl.stanford@vancouver.ca
(604) 871-6796

MC/ll

cc: Paul Cheng, Development Planner
James Boldt, Heritage Planner
Alina Maness, Landscape Development Specialist
Terry Wilson, Engineering Services
Carl Stanford, Project Facilitator

From: "Robin, Sarah" <Sarah.Robin@vancouver.ca>
To: "Freeman, John" <John.Freeman@vancouver.ca>
Date: 5/8/2019 4:25:35 PM
Subject: RE: The Hollywood Theatre

Yes s.22(1) a member of the public, I think involved in future community uses for the theatre, in the past I've given s.22(1) general updates on timing for the DP.

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

From: Freeman, John
Sent: Wednesday, May 8, 2019 11:38 AM
To: Robin, Sarah
Subject: FW: The Hollywood Theatre

Hi Sarah. Is s.22(1) a member of the public?

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

From: s.22(1)
Sent: Monday, May 6, 2019 10:58 PM
To: Freeman, John
Subject: The Hollywood Theatre

Dear John Freeman,

Can you please provide me with fresh updates about Development Permit and Community Use agreement for the Hollywood Theatre, as evoked in my recent exchange of emails with Sarah Robin. Thanks in advance.

Kind regards

s.22(1)

From: s.22(1)
To: "Freeman, John" <John.Freeman@vancouver.ca>
Date: 5/7/2019 1:32:29 PM
Subject: Re: The Hollywood Theatre

Hi John !

Thanks for your prompt reply.

s.22(1)

> On May 7, 19, at 13:28, Freeman, John <John.Freeman@vancouver.ca> wrote:

>

> Hi s.22(1) Just confirming with staff. Very few clearances remain from Law and Engineering. I will get back to you shortly with a timeline for issuance. J

>

> John Freeman - Project Facilitator

> City of Vancouver | Development, Buildings & Licensing

> (604) 871-6076

> John.freeman@vancouver.ca

>

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

>

>

>

> -----Original Message-----

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> Sent: Monday, May 6, 2019 10:58 PM

> To: Freeman, John

> Subject: The Hollywood Theatre

>

> Dear John Freeman,

>

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> Thanks in advance.

>

> Kind regards

> s.22(1)

From: "Freeman, John"
To: "Robin, Sarah" <sarah.robin@vancouver.ca>
Date: 4/17/2019 8:55:52 AM
Subject: the Hollywood theatre

Hi Sarah,

Will you send me your email string from the Hollywood? I will introduce myself to the applicant team. J

John Freeman

City of Vancouver
(604) 871-6076