

File No.: 04-1000-20-2020-580

May 3, 2021

s.22(1)

Dear s.22(1)

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

I am responding to your request of October 26, 2020 for:

**Records relating to the consideration for the sale of the air space above 690 Burrard Street (Christ Church Cathedral) to 666 Burrard Street (Park Place), specifically:**

- 1) Discussions regarding the sale;**
- 2) Record of payment; and,**
- 3) Any formal agreements with respect to ongoing parking for the church in the Park Place parkade.**

**Date range: Records prior to the date of transfer of the air space to October 26, 2020.**

All responsive records are attached. The Heritage Group, Planning Department, and Legal Services have confirmed that they do not have any further records responsive to the request.

Under section 52 of the Act, and within 30 business days of receipt of this letter, you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your FOI request by writing to: Office of the Information & Privacy Commissioner, [info@oipc.bc.ca](mailto:info@oipc.bc.ca) or by phoning 250-387-5629.

If you request a review, please provide the Commissioner's office with: 1) the request number (#04-1000-20-2020-580); 2) a copy of this letter; 3) a copy of your original request; and 4) detailed reasons why you are seeking the review.

Yours truly,

[Signature on file]

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

[Barbara.vanfraassen@vancouver.ca](mailto:Barbara.vanfraassen@vancouver.ca)

453 W. 12th Avenue Vancouver BC V5Y 1V4

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

Encl.

:kt

THIS AGREEMENT dated as of the 30th day of November, 1974.

BETWEEN:

GRANDER DEVELOPMENTS LIMITED, a British Columbia Company, having an office at 1180 - 505 Burrard Street, in the City of Vancouver, Province of British Columbia;

(hereinafter referred to as "Grander")

OF THE FIRST PART;

AND:

CHRIST CHURCH PARISH, VANCOUVER, B.C., a Parish of the Diocese of New Westminster, of the Anglican Church of Canada, duly incorporated pursuant to the provisions of the Anglican Synod of the Diocese of New Westminster Incorporation Act, 1893, having its office at Christ Church Cathedral, Burrard and Georgia Streets, in the City of Vancouver, Province of British Columbia;

(hereinafter referred to as the "Parish")

OF THE SECOND PART:

W H E R E A S:

- A. The Parish is the registered and beneficial owner of the Church Lands (as hereinafter more particularly described) and;
- B. Grander is the registered and beneficial owner of the Grander Lands (more particularly hereinafter described) which are adjacent to the said Church Lands and;
- C. The Parish and Grander are agreeable to an arrangement whereby the historic and present use of the Church

Lands is preserved and further and future developments of the Church Lands are limited to developments or buildings not exceeding the actual area of the development and building thereon at the date hereof and as a result of such limitation, additional development is permitted by the City on and in respect of the said Grander Lands, for the consideration and on the terms and conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the Mutual covenants herein contained the parties do hereby agree as follows:

1. DEFINITIONS

The parties hereto agree that the following terms shall carry the following meanings when used in this Agreement:

- (a) "Anniversary Date" - Means a yearly anniversary of the date on which the Development Permit issued by the City is dated.
- (b) "Bishop" - Means the Lord Bishop of the Diocese of New Westminster of the Anglican Church of Canada.
- (c) "Church Lands" - Means those certain lands and premises situate, lying and being in the City of Vancouver, and more particularly known and described as:

The South One Half (1/2) of Lot Thirteen (13) and Lots Fourteen (14) to Twenty (20) (inclusive) of Block Forty (40), District Lot Five Hundred Forty-One (541),

Group One (1),  
New Westminster District,  
Plan 210.

(d) "City" - Means the City of Vancouver together with all departments thereof.

(e) "Development Permit" - Means a Development Permit to be issued by the City to Grander permitting such development, building and improvement to, on and of the said Grander Lands in form and substance as applied for by Grander and the Parish.

(f) "Grander Lands" - Means those certain lands and premises situate, lying and being in the City of Vancouver, and more particularly known and described as:

Firstly: Lots 1, 2, 3, 4 and 5,

Secondly: Lots 6, 7 and 8,

Thirdly: Lot 9, the North 1/2 of Lot 10, the South 1/2 of Lot 10, Lots 11 and 12,

Fourthly: The North 1/2 of Lot 13,

Fifthly: The North 7 feet of Lot 36,

Sixthly: Lots 37, 38, 39 and 40

All of: Block 40, District Lot 541, Group 1, New Westminster District, Plan 210.

(g) "Executive Committee" - Means the Executive Committee of the Synod of the Diocese of New Westminster of the Anglican Church of Canada.

(h) "Market Value Portion" - Means an amount to be agreed upon between the Parties hereto on or before the 43rd, 63rd and 83rd



Anniversary Dates, such amount in each case to be equal to eight (8%) per cent of the then market value of the Church Lands valued or determined on the basis that the said Church Lands were vacant and as if no improvements had been erected thereon whatsoever and as if title to the said Church Lands were free and clear of all encumbrances whatsoever including the Restrictive Covenant Agreement provided for in Clause 2 hereof, or the amount of Three Hundred Thousand Dollars (\$300,000.00) whichever amount is the greater.

In the event the Parties hereto or their duly authorized representatives have not at least thirty (30) days prior to each of the 43rd, 63rd and 83rd Anniversary Date agreed upon and settled the said Market Value Portion in respect of such Anniversary Date, then either Party shall be at liberty to and may require by notice in writing that the determination of the said Market Value Portion in respect of Anniversary Date, be determined by Arbitration in accordance with the following provisions:

- (i) Such Board of Arbitration shall be comprised of three arbitrators, one each to be named by each of the Parties hereto and the third arbitrator, who shall be Chairman, to be named by the aforesaid two arbitrators. The decision of a majority of the Board of Arbitration shall be final and binding on each of the Parties hereto.

(ii) Each Party hereto shall nominate one arbitrator as aforesaid within ten (10) days of the date of the said Notice and in the event either Party fails to nominate an arbitrator the arbitrator nominated by the other Party may proceed forthwith as a single arbitrator and determine the Market Value Portion in respect of such Anniversary Date.

(iii) The cost of the arbitration shall be shared equally between the Parties hereto and in all other respects the Arbitration Act of British Columbia shall apply and such arbitration shall be conducted in pursuance and in accordance therewith.

(iv) Provided that if the completion of an arbitration shall delay the proper determination of a Market Value Portion beyond an Anniversary Date upon which such amount would otherwise be payable, then interest shall accrue upon such Market Value Portion at the interest rate hereinafter provided in respect of overdue deferred payments until payment of such amount is made.

2. RESTRICTIVE COVENANT AGREEMENT

The Parish and Grander hereby covenant each



with the other to enter into, execute and deliver to each other and the City on or before Closing an Agreement in the form attached hereto as Schedule "A" (herein referred to as the "Restrictive Covenant Agreement").

3. CASH PAYMENT

On Closing, Grander hereby covenants and agrees to pay to the Parish Fifty Thousand Dollars (\$50,000.00) by certified cheque.

4. DEFERRED PAYMENT

Grander hereby further covenants and agrees to pay to the Parish:

- (a) Fifty Thousand Dollars (\$50,000.00) on or before a date being one calendar year after Closing.
- (b) Four Hundred Thousand Dollars (\$400,000.00) by certified cheque forthwith on the issuance of the Development Permit.
- (c) One Hundred Thousand Dollars (\$100,000.00) on or before each of the first and second Anniversary Dates.
- (d) Two Hundred and Twenty-five Thousand Dollars (\$225,000.00) on each of the third (3rd) and each succeeding Anniversary Date up to and including the twenty-second (22nd) Anniversary Date.
- (e) Three Hundred Thousand Dollars (\$300,000.00) on each of the twenty-third (23rd) and each succeeding



Anniversary Date up to and including the forty-second (42nd) Anniversary Dates.

- (f) An amount equal to the Market Value Portion (determined on or before the forty-third (43rd) Anniversary Date) on each of the forty-third (43rd) and each succeeding Anniversary Date up to and including the sixty-second (62nd) Anniversary Date.
- (g) An amount equal to the Market Value Portion (determined on or before the 63rd Anniversary Date) on each of the Sixty-third (63rd) and each succeeding Anniversary Date up to and including the eighty-second (82nd) Anniversary Dates.
- (h) An amount equal to the Market Value Portion (determined on or before the 83rd Anniversary Date) on each of the eighty-third (83rd) and each succeeding Anniversary Date up to and including the One Hundred and Second (102nd) Anniversary Date.

together with interest, if any, accrued upon the amount of any such payment after maturity and until payment is made calculated at a rate of interest which is twenty per cent (20%) higher than the lowest rate of interest then being charged by the principal bankers of the Parish to borrowers of such amount for the length of time of the default in payment.

5. PAYMENT COMPLETED

The Parties hereto acknowledge and agree that

on each and every of the aforesaid payments having been made by Grander to the Parish all payments and consideration for and in respect of the Restrictive Covenant Agreement and all rights and privileges granted hereunder by the Parish to Grander, are deemed and considered to have been fully paid for and satisfied.

6. DEVELOPMENT PERMIT APPLICATION

The Parish hereby covenants and agrees to join in, execute, and deliver as a party such Development Permit Application or Applications as may be from time to time requested by Grander and doth hereby irrevocably appoint Grander as Agent of the Parish for the purpose of amending, varying, adding to or modifying in any manner whatsoever the said Development Permit Application(s) and in respect of all other aspects or matters concerning or touching upon the said Development Permit Application(s).

7. SECURITY

Grander hereby covenants and agrees, as security for the payment of the amounts to be paid by Grander pursuant to Clause 4 hereof, on Closing to deliver to the Parish a Subordinated Floating Charge Debenture in the form of Schedule "B" attached hereto, and the unconditional guarantee of Hammerson Holdings Canada Ltd. in the form attached hereto as Schedule "C".



8. CLOSING

Closing of the within transaction shall take place at the offices of Grander at 1180 - 505 Burrard Street, Vancouver, B.C. at 2:30 P.M. in the afternoon of the 6th day of February, 1975.

9. CONDITIONS PRECEDENT TO CLOSING

The parties hereto acknowledge and agree that each of the foregoing conditions is a condition precedent to each of the parties being obligated to enter into and deliver the payment and other agreements or acts required on Closing;

(a) That the Restrictive Covenant Agreement has been executed and delivered by all parties thereto as provided in Clause 2 hereof and has been accepted for registration by the Registrar of Titles at Vancouver, B.C., as a Restrictive Covenant against the said Church Lands in favour of, annexed to and running with the said Grander Lands.

(b) That the City has approved and authorized the execution by the City of the said Restrictive Covenant Agreement on or before January 31st, 1975;

(c) That each of the Executive Committee and the Bishop have approved the execution and delivery of the said Restrictive Covenant Agreement by the Parish on or before January 31st, 1975.



10. TERMINATION

The Parties acknowledge and agree that:

- (a) Grander may terminate at any time prior to the issue of the Development Permit by notice in writing the within Agreement in the event Grander determines that the City will not issue the Development Permit; it being understood and agreed that Grander shall be the sole judge of whether or not the City will issue the Development Permit, and
- (b) Either party may terminate by notice in writing the within Agreement in the event any one or more of the conditions precedent to Closing as provided in Clause 9 hereof have not been duly met or performed or in the event the Development Permit has not been issued prior to July 1, 1976,

and in the event of termination of the within Agreement pursuant to the provisions hereof the within Agreement shall stand terminated and have no further force and effect whatsoever forthwith after receipt of notice in writing, and Grander hereby covenants and agrees to enter into such releases and discharges of the said Restrictive Covenant Agreement as may be reasonably required by the Parish. It is further understood and agreed that all monies paid hereunder by Grander to the Parish pursuant to this Agreement prior to termination of it shall be retained by the Parish as consideration for the giving of the Restrictive Covenant Agreement

and for accepting the burden thereof between Closing and the date of termination hereunder.

11. NOTICES

Any notice required to be given hereunder shall be given in writing and may be delivered either by personal service or by registered mail and if delivered by registered mail shall be deemed to be received two (2) business days after the date the same is postmarked in Canada and normal postal service is in effect in the places of posting and delivery, provided the same is addressed to the parties as follows:

Grander Developments Limited  
c/o The Hammerson Property  
Corporation Limited,  
P.O. Box 252,  
Royal Trust Tower  
Toronto-Dominion Centre  
Toronto, Ontario M5K 1J5

Christ Church Parish, Vancouver, B.C.,  
c/o Christ Church Cathedral  
Georgia and Burrard Streets  
Vancouver, B.C.

Attention: The Dean

12. TIME OF THE ESSENCE

The Parties hereto declare that time is of the essence of the within Agreement.

13. HEADINGS

The Parties hereto acknowledge that the





headings of each of the clauses hereto are inserted for the convenience of reference only and do not form part of the within Agreement.

14. ENUREMENT

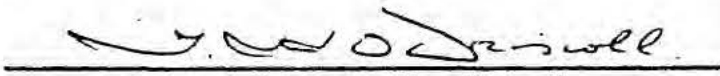
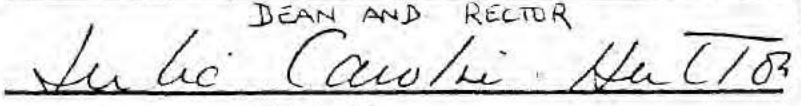
The Parties hereto covenant and agree that the within Agreement shall enure to the benefit of and be binding upon the Parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF the Parties hereto have duly affixed their Corporate Seals in the presence of their duly authorized Officers in that behalf.

THE COMMON SEAL OF GRANDER DEVELOPMENTS )  
LIMITED was hereunto affixed in the )  
presence of: )

  
\_\_\_\_\_  
President )  
  
\_\_\_\_\_  
HSGT - Secretary )

THE CORPORATE SEAL OF CHRIST CHURCH )  
PARISH, VANCOUVER, B.C. was hereunto )  
affixed in the presence of: )

  
\_\_\_\_\_  
DEAN AND RECTOR )  
  
\_\_\_\_\_  
TRUSTEE )



DATED December 17, 1974

BETWEEN:

CHRIST CHURCH PARISH,  
VANCOUVER, B.C.

AND:

CITY OF VANCOUVER

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A G R E E M E N T

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ALEXANDER, GUEST, WOLFE,  
HOLDURN & BEAUDIN  
BARRISTERS AND SOLICITORS

1800 - 700 WEST GEORGIA STREET  
VANCOUVER, B.C. V7Y 1B8

THIS AGREEMENT is dated as of the 17th day of  
December, 1974, and made

BETWEEN:

CHRIST CHURCH PARISH, VANCOUVER, B.C., a  
Parish of the Diocese of New Westminster  
of the Anglican Church of Canada, having an  
office at Christ Church Cathedral, Burrard  
and Georgia Streets, in the City of Vancouver,  
Province of British Columbia,

(hereinafter referred to as "the Parish")

OF THE FIRST PART,

AND:

CITY OF VANCOUVER,

(hereinafter referred to as "the City")

OF THE SECOND PART.

WHEREAS:

- A. The Parish is the registered and beneficial owner  
of the South One Half (1/2) of Lot Thirteen (13)  
and Lots Fourteen (14) to Twenty (20) (inclusive)  
of Block Forty (40), District Lot Five Hundred Forty-one  
(541), Group One (1), New Westminster District, Plan 210,  
(hereinafter referred to as "the Church Lands"), upon  
which is erected at the date hereof a building known as  
Christ Church Cathedral (hereinafter referred to as  
"the Cathedral building");
- B. The City on the 17th day of December, 1974, has designated  
the Cathedral building as a Heritage Building pursuant to  
the "Heritage By-law";

- C. The City on the same day also has approved the execution of a Restrictive Covenant Agreement relating to the Church Lands between the City, the Parish and Grander Developments Ltd. contingent on the Parish producing an agreement to the satisfaction of the Directors of Legal Services of the City which will ensure the preservation of the Cathedral building;

THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the execution by the City of Restrictive Covenant Agreement relating to the Church Lands, the Parish covenants and agrees with the City as follows:

1. During the currency of the Restrictive Covenant Agreement between the City, the Parish and Grander Developments Ltd., the Parish will preserve and maintain to the satisfaction of the Council of the City of Vancouver the facade or exterior of the Cathedral building in accordance with the provisions, and in pursuit of the purposes, of the Heritage By-law above mentioned and any amendments thereto or any By-law subsequently enacted by the City of Vancouver repealing the same and substituting new provisions therefore in pursuit of the powers given the City by section 564A of the Vancouver Charter as amended. During the said time the Parish will not suffer or permit the Cathedral building to be used other than for the purposes of a facility of the Anglican Church of Canada without the consent in writing of the City first had and obtained.



2. The Parish acknowledges and agrees that the covenant aforesaid shall run with the Church Lands and be binding upon any successor in title or assignee of the Church Lands and may be registered as annexed to the Church Lands in favour of the City in accordance with the provisions of section 24A of the Land Registry Act, R.S.B.C. 1960, Chap.208, as amended.

IN WITNESS WHEREOF, the Parish has caused its corporate seal to be hereunto affixed in the presence of its duly authorized officers in that behalf.

THE CORPORATE SEAL OF CHRIST )  
CHURCH PARISH, VANCOUVER, B.C.)  
was hereunto affixed in the )  
presence of: )

John Le Conte Hutter )  
Thomas Robert Coleman )

The foregoing is acknowledged to be to the satisfaction of the undersigned Director of Legal Services of the City of Vancouver in accordance with a Resolution of the Council of the City of Vancouver passed December 17, 1974.

W. J. Allmendinger  
Director of Legal Services,  
City of Vancouver.

SEALED with the Common Seal)  
of the CITY OF VANCOUVER )  
and signed by: )

W. R. Hogg )  
Mayor )  
A. J. Hogg )  
Deputy City Clerk )

Ag. 16/11/11  
C38002  
As Registered

THIS AGREEMENT made as of the 6 day of February, 1975.

BETWEEN:

CHRIST CHURCH PARISH, VANCOUVER, B.C.

OF THE FIRST PART;

AND:

GRANDER DEVELOPMENTS LIMITED

OF THE SECOND PART;

AND:

CITY OF VANCOUVER

OF THE THIRD PART:

A G R E E M E N T

BOURNE, LYALL, DAVENPORT & SPENCER  
Barristers & Solicitors,  
1180 - 505 Burrard Street,  
Vancouver, B.C.

1974.

THIS AGREEMENT made as of the 6<sup>th</sup> day of FEBRUARY

BETWEEN:

CHRIST CHURCH PARISH, VANCOUVER, B.C., a Parish of the Diocese of New Westminster, of the Anglican Church of Canada, duly incorporated under and pursuant to the provisions of the Anglican Synod of the Diocese of New Westminster Incorporation Act, 1893, having an office at Christ Church Cathedral, Burrard and Georgia Streets, in the City of Vancouver, Province of British Columbia;

(hereinafter referred to as the "Parish")

OF THE FIRST PART

AND:

GRANDER DEVELOPMENTS LIMITED, a British Columbia Company, having an office at 1180 - 505 Burrard Street, in the City of Vancouver, Province of British Columbia,

(hereinafter referred to as "Grander")

OF THE SECOND PART

AND:

CITY OF VANCOUVER

(hereinafter referred to as the "City")

OF THE THIRD PART

W H E R E A S :

A. The Parish is the registered and beneficial owner of the Church Lands which at the date hereof are developed to

Substitute for form C

Date 11/2 1975 Nature of Interest RESTRICTIVE COVENANT UNDER SEAL AS R.I.

Declared Value \$ 0 \$50,000

Disposition of C/T FOR BOTH

Please merge

Applicant D. Dineen (GRANDER DEVELOPMENT) as Solicitor or Agent

Bourne, Lyall, Davenport & Spencer  
Barristers and Solicitors  
P. O. Box 49011, One Bentall Centre  
1180-505 Burrard Street Vancouver, B. C.  
V7X 1B8 685-2311

### DOCUMENTS IN SUPPORT

- ① STATEMENT AS TO CITIZENSHIP
- ② LETTER UNDER SEAL
- ③ EXTRACT FROM BY-LAWS
- ④ EXTRACT FROM MINUTES OF MEETING  
OF EXECUTIVE COMMITTEE ASSENTED  
TO BY BOARD
- ⑤ CERTIFIED COPY OF RESOLUTION  
PASSED BY VESTRY MEETING
- ⑥ CERTIFIED COPY OF RESOLUTION  
PASSED BY CORPORATION



the extent of having a building erected thereon known as Christ Church Cathedral.

B. Grander is the registered and beneficial owner of the Grander Lands which adjoin the said Church Lands and Grander intends to redevelop the Grander Lands in a manner and for purposes permitted by the Zoning By-Law.

C. The parties hereto are agreeable to entering into an arrangement whereby:

- (i) the Church Lands will not be developed or built on in addition to the existing development and building as described in Recital A hereof and will not be redeveloped, rebuilt or improved at any time hereafter so that the Floor Space Ratio is in excess of the Floor Space Ratio at the date hereof and the height of any building thereon (excluding any church spire which may hereafter be placed upon the present or any future Church building) is in excess of the height of the present Church building thereon, and
- (ii) for the purposes of the Zoning By-Law the said Church Lands and Grander Lands will be treated as one Site and as if all of the said Church Lands and the Grander Lands were consolidated into one legal parcel of

land with the result and effect that future development and building on the said Grander Lands will, in terms of area, bear a greater ratio to the area of only the Grander Lands than otherwise would be permitted or authorized at the date hereof pursuant to the provisions of the Zoning By-law.

NOW THEREFORE THIS AGREEMENT witnesseth that in consideration of the mutual covenants herein contained and in the case of the Parish by the payment of other good and valuable consideration by Grander to the Parish (the receipt whereof is hereby acknowledged) the parties do hereby agree as follows:

1. DEFINITIONS

The parties hereto agree that the following words and terms shall bear the following meanings in the within Agreement.

- (a) "Church Lands" means those lands and premises lying, being and situate in the City of Vancouver and more particularly described on Schedule "A" attached hereto;
- (b) "Floor Space Ratio" means the figure obtained when the area of the floors of all buildings on the Church Lands is divided by the area of the Church Lands;

- (c) "Grander Lands" means those certain lands and premises lying, situate and being in the City of Vancouver and more particularly known and described as set forth on Schedule "B" attached hereto;
- (d) "Height" means the vertical distance from the average curb level of Georgia Street to the highest point of the roof of any building situate on the Church Lands;
- (e) "Site" has the meaning assigned to such word by the Zoning By-Law;
- (f) "Zoning By-Law" means the Zoning and Development By-Law No. 3575 of the City as amended.

## 2. RESTRICTIVE COVENANT

The Parish hereby covenants and agrees with Grander and with the City that, prior to the 1st day of January in the year two thousand and eighty (2080) the Parish:

(a) Will not make, place or erect, and will not, until after the said date, suffer or permit any improvement, development or building to be made, placed or erected whatsoever on or over the said Church Lands at any time having a Floor Space Ratio in excess of the Floor Space Ratio in effect at the date hereof, or a Height in excess of the height of the present building on the said Church Lands, excluding only any church spire which may hereafter be placed upon the present or any future church building on the Church Lands and,

(b) will not permit the Church Lands to be used in such a way so that any improvement, development or building whatsoever made, placed or erected on or over the said Church Lands has a Floor Space Ratio in excess of the Floor Space Ratio in effect at the date hereof or a Height in excess of the height of the present building on the said Church Lands, excluding only any church spire which may



hereafter be placed upon the present or any future church building on the Church Lands;

and the Parish acknowledges and agrees that the covenant aforesaid shall run with the Church Lands and be binding upon any successor in title or assignee of the Church Lands and may be registered as annexed to the Church Lands in favour of the City in accordance with the provisions of section 24A of the Land Registry Act, R.S.B.C. 1960, Chap. 208, as amended.

"H. D. D." "C. F."

3. COVENANT RUNS WITH THE LAND

Grander and the Parish agree and acknowledge that it is the intention of Grander and the Parish that the covenant and Agreement herein of the Parish set forth in Clause 2(a) hereof shall be annexed to and be for the benefit of the said Grander Lands and shall run with the Grander Lands.

4. ZONING

The parties hereto further covenant and agree each with the other that for the purposes of the Zoning By-Law the said Church Lands and the said Grander Lands shall henceforth be treated as if the same were one Site and as if the same were consolidated into one legal parcel of land with the result and effect that the volume and mass of building, improvement and development on the said Grander Lands alone will exceed the volume and mass of building improvement or development that would be permitted or authorized thereon at the date hereof pursuant to the Zoning By-Law had the within Agreement not been entered into.

5. ENUREMENT

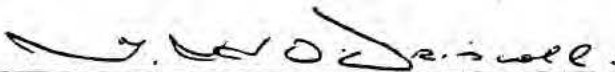
The parties hereto covenant and agree each with the other that the within Agreement shall enure to the benefit of the respective parties hereto and their respective successors

"T.H.O.D."  
"C.F."


and assigns.

IN WITNESS WHEREOF the parties hereto have caused their respective Corporate Seals to be hereunto affixed in the presence of their duly authorized officers on that behalf.

THE CORPORATE SEAL OF CHRIST CHURCH PARISH, )  
VANCOUVER, B.C., was hereunto affixed in )  
the presence of: )



DEAN AND RECTOR



TRUSTEE

THE COMMON SEAL OF GRANGER DEVELOPMENTS )  
LIMITED was hereunto affixed in the )  
presence of: )



President



Secretary

THE CORPORATE SEAL OF THE CITY OF VANCOUVER )  
was hereunto affixed in the presence of: )



Mayor



Deputy,

CITY CLERK



This is Schedule "A" to the Agreement between Christ Church Parish, Grander Developments Limited and City of Vancouver

CHURCH LANDS

Those certain lands and premises situate, lying and being in the City of Vancouver, and more particularly known and described as:

The South One Half (1/2) of Lot Thirteen (13)  
and Lots Fourteen (14) to Twenty (20) (inclusive)  
of Block Forty (40), District Lot Five Hundred  
Forty-One (541),  
Group One (1),  
New Westminster District,  
Plan 210.

This is Schedule "B" to the Agreement between Christ Church Parish, Grander Developments Limited and City of Vancouver

GRANDER LANDS

Those certain lands and premises situate, lying and being in the City of Vancouver and more particularly known and described as:

Firstly: Lots 1, 2, 3, 4 and 5,

Secondly: Lots 6, 7 and 8,

Thirdly: Lot 9, the North 1/2 of Lot 10, the South 1/2 of Lot 10, Lots 11 and 12,

Fourthly: The North 1/2 of Lot 13,

Fifthly: The North 7 feet of Lot 36,


Sixthly: Lots 37, 38, 39 and 40,

All of: Block 40, District Lot 541, Group 1, New Westminster District, Plan 210.

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the 5<sup>th</sup> day of February, 1975, at Vancouver, in the Province of British Columbia, Herbert O'Driscoll, who is personally known to me, appeared before me and acknowledged to me that he is the Dean & Rector of Christ Church Parish, Vancouver, B.C., and that he is the person who subscribed his name to the annexed instrument as Dean & Rector of the said Christ Church Parish, Vancouver, B.C., and affixed the seal of the Christ Church Parish, Vancouver, B.C., to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand at Vancouver, in the Province of British Columbia, this 5<sup>th</sup> day of February, one thousand nine hundred and seventy-five.

  
A Commissioner for taking Affidavits  
for British Columbia.



1974 FEB 11 3 12

7001

CONSOLIDATED

THIS AGREEMENT made as of the 6<sup>th</sup> day of FEBRUARY  
1974.

BETWEEN:

CHRIST CHURCH PARISH, VANCOUVER, B.C., a  
Parish of the Diocese of New Westminster,  
of the Anglican Church of Canada, duly  
incorporated under and pursuant to the  
provisions of the Anglican Synod of the  
Diocese of New Westminster Incorporation  
Act, 1893, having an office at Christ Church  
Cathedral, Burrard and Georgia Streets, in  
the City of Vancouver, Province of British  
Columbia;

(hereinafter referred to as the "Parish")

OF THE FIRST PART

AND:

GRANDER DEVELOPMENTS LIMITED, a British  
Columbia Company, having an office at  
1180 - 505 Burrard Street, in the City of  
Vancouver, Province of British Columbia,

(hereinafter referred to as "Grander")

OF THE SECOND PART

AND:

CITY OF VANCOUVER

(hereinafter referred to as the "City")

OF THE THIRD PART

W H E R E A S :

A. The Parish is the registered and beneficial owner  
of the Church Lands which at the date hereof are developed to

BOURNE, LYALL, DAVENPORT & SPENCER



the extent of having a building erected thereon known as Christ Church Cathedral.

B. Grander is the registered and beneficial owner of the Grander Lands which adjoin the said Church Lands and Grander intends to redevelop the Grander Lands in a manner and for purposes permitted by the Zoning By-Law.

C. The parties hereto are agreeable to entering into an arrangement whereby:

- (i) the Church Lands will not be developed or built on in addition to the existing development and building as described in Recital A hereof and will not be redeveloped, rebuilt or improved at any time hereafter so that the Floor Space Ratio is in excess of the Floor Space Ratio at the date hereof and the height of any building thereon (excluding any church spire which may hereafter be placed upon the present or any future Church building) is in excess of the height of the present Church building thereon, and
- (ii) for the purposes of the Zoning By-Law the said Church Lands and Grander Lands will be treated as one Site and as if all of the said Church Lands and the Grander Lands were consolidated into one legal parcel of



land with the result and effect that future development and building on the said Grander Lands will, in terms of area, bear a greater ratio to the area of only the Grander Lands than otherwise would be permitted or authorized at the date hereof pursuant to the provisions of the Zoning By-law.

NOW THEREFORE THIS AGREEMENT witnesseth that in consideration of the mutual covenants herein contained and in the case of the Parish by the payment of other good and valuable consideration by Grander to the Parish (the receipt whereof is hereby acknowledged) the parties do hereby agree as follows:

1. DEFINITIONS

The parties hereto agree that the following words and terms shall bear the following meanings in the within Agreement.

- (a) "Church Lands" means those lands and premises lying, being and situate in the City of Vancouver and more particularly described on Schedule "A" attached hereto;
- (b) "Floor Space Ratio" means the figure obtained when the area of the floors of all buildings on the Church Lands is divided by the area of the Church Lands;



- (c) "Grander Lands" means those certain lands and premises lying, situate and being in the City of Vancouver and more particularly known and described as set forth on Schedule "B" attached hereto;
- (d) "Height" means the vertical distance from the average curb level of Georgia Street to the highest point of the roof of any building situate on the Church Lands;
- (e) "Site" has the meaning assigned to such word by the Zoning By-Law;
- (f) "Zoning By-Law" means the Zoning and Development By-Law No. 3575 of the City as amended.

2. RESTRICTIVE COVENANT

The Parish hereby covenants and agrees with Grander and with the City that, prior to the 1st day of January in the year two thousand and eighty (2080) the Parish:

(a) Will not make, place or erect, and will not, until after the said date, suffer or permit any improvement, development or building to be made, placed or erected whatsoever on or over the said Church Lands at any time having a Floor Space Ratio in excess of the Floor Space Ratio in effect at the date hereof, or a Height in excess of the height of the present building on the said Church Lands, excluding only any church spire which may hereafter be placed upon the present or any future church building on the Church Lands and,

(b) will not permit the Church Lands to be used in such a way so that any improvement, development or building whatsoever made, placed or erected on or over the said Church Lands has a Floor Space Ratio in excess of the Floor Space Ratio in effect at the date hereof or a Height in excess of the height of the present building on the said Church Lands, excluding only any church spire which may

ROURNE, LYALL, DAVENPORT & SPENCER

- 4(a) -

hereafter be placed upon the present or any future church building on the Church Lands;

and the Parish acknowledges and agrees that the covenant aforesaid shall run with the Church Lands and be binding upon any successor in title or assignee of the Church Lands and may be registered as annexed to the Church Lands in favour of the City in accordance with the provisions of section 24A of the Land Registry Act, R.S.B.C. 1960, Chap. 208, as amended.

BOURSE, LYALL, DAVENPORT & SPENCER



3. COVENANT RUNS WITH THE LAND


Grander and the Parish agree and acknowledge that it is the intention of Grander and the Parish that the covenant and Agreement herein of the Parish set forth in Clause 2(a) hereof shall be annexed to and be for the benefit of the said Grander Lands and shall run with the Grander Lands.

4. ZONING

The parties hereto further covenant and agree each with the other that for the purposes of the Zoning By-Law the said Church Lands and the said Grander Lands shall henceforth be treated as if the same were one Site and as if the same were consolidated into one legal parcel of land with the result and effect that the volume and mass of building, improvement and development on the said Grander Lands alone will exceed the volume and mass of building improvement or development that would be permitted or authorized thereon at the date hereof pursuant to the Zoning By-Law had the within Agreement not been entered into.

5. ENUREMENT

The parties hereto covenant and agree each with the other that the within Agreement shall enure to the benefit of the respective parties hereto and their respective successors



BOURNE, LYALL, DAVENPORT & SPENCER

and assigns.

IN WITNESS WHEREOF the parties hereto have caused their respective Corporate Seals to be hereunto affixed in the presence of their duly authorized officers on that behalf.

THE CORPORATE SEAL OF CHRIST CHURCH PARISH, )  
VANCOUVER, B.C., was hereunto affixed in )  
the presence of: )

*W. O. D. S. W. E.*

DEAN AND RECTOR

*Julia Caroline Hutt 1071*

TRUSTEE

THE COMMON SEAL OF GRANDER DEVELOPMENTS )  
LIMITED was hereunto affixed in the )  
presence of: )

*[Signature]*

President

*[Signature]*  
Asst - Secretary

THE CORPORATE SEAL OF THE CITY OF VANCOUVER )  
was hereunto affixed in the presence of: )

*[Signature]*

Mayor

*[Signature]*  
Deputy City Clerk

to form.  
Corporation Counsel



7001

This is Schedule "A" to the Agreement between Christ Church Parish, Grander Developments Limited and City of Vancouver

CHURCH LANDS

Those certain lands and premises situate, lying and being in the City of Vancouver, and more particularly known and described as:

The South One Half (1/2) of Lot Thirteen (13)  
and Lots Fourteen (14) to Twenty (20) (inclusive)  
of Block Forty (40), District Lot Five Hundred  
Forty-One (541),  
Group One (1),  
New Westminster District,  
Plan 210.

This is Schedule "B" to the Agreement between Christ Church  
Parish, Grander Developments Limited and City of Vancouver

GRANDER LANDS

Those certain lands and premises situate,  
lying and being in the City of Vancouver and more particularly  
known and described as:

- Firstly: Lots 1, 2, 3, 4 and 5,
- Secondly: Lots 6, 7 and 8,
- Thirdly: Lot 9, the North 1/2 of Lot 10, the  
South 1/2 of Lot 10, Lots 11 and 12,
- Fourthly: The North 1/2 of Lot 13,
- Fifthly: The North 7 feet of Lot 36,
- Sixthly: Lots 37, 38, 39 and 40,
- All of: Block 40, District Lot 541, Group 1,  
New Westminster District, Plan 210.

7003

7003

THIS AGREEMENT is dated as of the 17th day of

December, 1974, and made at the OFFICE  
of the Registrar of the City of Vancouver, B.C.

FORM G. LAND REGISTRY ACT  
MEMORANDUM OF REGISTRATION  
REGISTERED

BETWEEN:

APR 3 1975

CHRIST CHURCH PARISH, VANCOUVER, B.C., a  
Parish of the Diocese of New Westminster  
of the Anglican Church of Canada, having an  
office at Christ Church Cathedral, Burrard  
and Georgia Streets, in the City of Vancouver,  
Province of British Columbia,

on application received at the time  
written or signed on the application.  
D. H. SMITH, REGISTRAR  
VANCOUVER REGISTRATION DISTRICT

(hereinafter referred to as "the Parish")

OF THE FIRST PART,

AND:

CITY OF VANCOUVER,

(hereinafter referred to as "the City")

OF THE SECOND PART.

WHEREAS:

- A. The Parish is the registered and beneficial owner  
of the South One Half (1/2) of Lot Thirteen (13)  
and Lots Fourteen (14) to Twenty (20) (inclusive)  
of Block Forty (40), District Lot Five Hundred Forty-one  
(541), Group One (1), New Westminster District, Plan 210,  
(hereinafter referred to as "the Church Lands"), upon  
which is erected at the date hereof a building known as  
Christ Church Cathedral (hereinafter referred to as  
"the Cathedral building");
- B. The City on the 17th day of December, 1974, has designated  
the Cathedral building as a Heritage Building pursuant to  
the "Heritage By-law";



7007

7003

*Referred  
to Registrar*

SUBSTITUTE FOR FORM

C

Date 11/2 1975 Nature of Interest Statutory covenant under S.24 A of LAND REGISTRY ACT  
 Declared Value \$ \_\_\_\_\_ Disposition of C.T. \_\_\_\_\_  
 Present Charge \_\_\_\_\_ Applicant G. OWEN (CITY OF VANCOUVER)  
 as Solicitor/Agent SUITE 1120 505 BARRARD ST,  
 Telephone No. \_\_\_\_\_ (Address) CITY OF VANCOUVER 685-2311

SEE C 7001  
 AND C 7002  
 FOR EXTRACT FROM  
 B-I LAWS FOR PARISH  
 AND LG UNDER S.24 A OF  
 INCORP. OF PARISH

*for supporting documents  
 see prior application.*

*further documentation submitted*

- ① Certified copy of Resolution of the Corporation of Christ Church Parish.
- ② Certified copy of Resolution of Diocesan Council of the Synod of the Diocese of New Westminster.

*\* agent for purpose of this application. C 7003.  
 D.A. Gooderham,  
 DAVID GOODERHAM, ALEXANDER GUEST & CO.,  
 1800 - 700 WEST GEORGIA ST.  
 VANCOUVER B.C.*



- C 7003
- C. The City on the same day also has approved the execution of a Restrictive Covenant Agreement relating to the Church Lands between the City, the Parish and Grander Developments Ltd. contingent on the Parish producing an agreement to the satisfaction of the Directors of Legal Services of the City which will ensure the preservation of the Cathedral building;

THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the execution by the City of Restrictive Covenant Agreement relating to the Church Lands, the Parish covenants and agrees with the City as follows:

1. During the currency of the Restrictive Covenant Agreement between the City, the Parish and Grander Developments Ltd., the Parish will preserve and maintain to the satisfaction of the Council of the City of Vancouver the facade or exterior of the Cathedral building in accordance with the provisions, and in pursuit of the purposes, of the Heritage By-law above mentioned and any amendments thereto or any By-law subsequently enacted by the City of Vancouver: repealing the same and substituting new provisions therefore in pursuit of the powers given the City by section 564A of the Vancouver Charter as amended. During the said time the Parish will not suffer or permit the Cathedral building to be used other than for the purposes of a facility of the Anglican Church of Canada without the consent in writing of the City first had and obtained.

2. The Parish acknowledges and agrees that the covenant aforesaid shall run with the Church Lands and be binding upon any successor in title or assignee of the Church Lands and may be registered as annexed to the Church Lands in favour of the City in accordance with the provisions of section 24A of the Land Registry Act, R.S.B.C. 1960, Chap.208, as amended.

IN WITNESS WHEREOF the Parish has caused its corporate seal to be hereunto affixed in the presence of its duly authorized officers in that behalf.

THE CORPORATE SEAL OF CHRIST )  
CHURCH PARISH, VANCOUVER, B.C.)  
was hereunto affixed in the )  
presence of: )

*Julie Caroline Hunt*  
TRUSTEE

*Gloria Deborah O'Donnell*  
DEAN & RECTOR

The foregoing is acknowledged to be to the satisfaction of the undersigned Director of Legal Services of the City of Vancouver in accordance with a Resolution of the Council of the City of Vancouver passed December 17, 1974.

*[Signature]*  
Director of Legal Services,  
City of Vancouver.

SEALED with the Common Seal)  
of the CITY OF VANCOUVER )  
and signed by: )

*A. Phillips*  
Mayor

*R. Henry*  
Deputy City Clerk



**OF VANCOUVER ARCHIVES AND RECORDS**  
A DIVISION OF THE OFFICE OF THE CITY CLERK

estnut Street  
er  
olumbia  
V6J 3J9

TELEPHONE: (604) 736-8561  
FAX: (604) 736-0626

**DATE:**

March 29 / 01

**TO**

**Name:** Jeannette Hlavach

**Organization:** Heritage Planning

**Department/Division:** \_\_\_\_\_

**Phone No.:** 871-6448

**FAX No.:** 873-7060

**We are sending** 10 **pages including this cover page.**

**FROM**

Evelyn Peters McLellan

**MESSAGE**

Please let me know if you  
would like me to follow  
up on this.

Department Report, December 13, 1974 . . . . . (FINANCE - 1)

FINANCE MATTERS

CONSIDERATION AND RECOMMENDATION

B-7

1. Christ Church Cathedral

The Director of Legal Services and the Director of Planning report as follows:

"The Director of Legal Services has received a communication from the solicitors for Grander Developments Limited, the owners of the lands lying to the North of Christ Church Cathedral and a portion of the North-east corner of the same block, containing a proposal that would permit the Grander lands and the Cathedral lands to be considered as one parcel in the future development by Grander of its lands.

In return for this transfer, the Cathedral lands would be limited for the next 106 years, should there be any redevelopment, to a density no greater than the floor space ratio of the existing Cathedral building and the height of building no greater than that of the present building (excluding any church spire).

It is further proposed that Council exercise its powers under the heritage legislation to designate the Cathedral building as a heritage building. Any development to be undertaken by Grander would be in accordance with any existing zoning by-laws at the time of application for the development permit.

All the above will be achieved by an appropriate agreement to be executed by Grander, the Cathedral and the City, and the net effect of such an agreement and heritage designation would be to prevent demolition of the existing Cathedral and put the development of both lands in full control of the City through the Zoning By-law.

Should Council be prepared to accede to this proposal, then we recommend:

- (A) that an agreement embodying the proposals aforesaid in a form satisfactory to the Director of Legal Services be entered into between the City, Grander Developments Limited, and Christ Church Cathedral, the same to be executed by the Mayor and the City Clerk;
- (B) that the designation of Christ Church Cathedral be included in the next list of heritage buildings to be considered by City Council.

We further recommend that execution of the agreement in (1) above be contingent on the Cathedral producing an agreement, to the satisfaction of the Director of Legal Services, which will ensure the preservation and maintenance of the Cathedral building."



4-5-3 1115  
City Clerk's Files - Council supporting documents

April 7, 1977

City Manager  
Director of Planning

Refer File No. 3055-4

Development Permit Application #69853 -  
600 Burrard Street - Christ Church Cathedral

I wish to inform you of the following extract from the Minutes of the Vancouver City Council meeting of April 5, 1977:

"In considering this clause, reference was made by Alderman Puil to a resolution passed recently by the Vestry of the Parish of Christ Church Cathedral postponing the date for the first lump sum payment from the date of issue of a development permit to the date of commencement of construction of the project, in return for special annual payment by Grander to the Parish, of \$60,000, and other conditions.

MOVED

THAT this clause be received for information.

- CARRIED UNANIMOUSLY."

CITY CLERK

GBarden:dj  
Att.

Also sent to Mr. J.T. Gibson, Hammerson Property Corp. Ltd.  
Suite 2500, P.O. Box 252, Toronto-Dominion  
Centre, Toronto, Ontario M5K 1J5

Manager's Report, April 1, 1977 . . . . . (BUILDING: A-4 - 1)

5. Development Permit Application #69853 -  
600 Burrard Street - Christ Church Cathedral

The Director of Planning reports as follows:

"At the meeting of Council on January 18, 1977,

'... the Mayor directed that the City Manager report (on the status of transfer of development rights from Christ Church Cathedral to the adjacent development).'

At the meeting of Council on January 24, 1977, the City Manager reported that,

'The Planning Department attempted, but were unable, to contact the applicant to ascertain the current status of drawings, progress of conditions, etc. ....' (Appendix I attached)

Council resolved that 'the Director of Planning continue to attempt to contact Grander Developments regarding the status of their proposed development on the site adjacent to Christ Church and report back.'

Following continued attempts to contact the applicant, the Planning Department received a letter from the Hammerson Property Corporation Limited, dated March 15, 1977 (Appendix II attached), stating that, although they do not wish to proceed with the proposed development at present, their architect has been instructed to obtain a Development Permit. The City has not yet been approached by the applicants to satisfy the requirements of the conditions of approval as resolved by the Development Permit Board.

Development Permit Application #69853 will become void on April 9, 1977. Any further consideration of the proposed development after that date will require that a new Development Permit Application be submitted. The architect has been so informed."

The City Manager submits the foregoing report of the Director of Planning for the INFORMATION of City Council.



SUPPORTS CLAUSE #5, MANAGER'S  
REPORT, BUILDING & PLANNING  
MANAGER'S REPORT MATTERS A-4, APRIL 1/77.

January 24, 1977

TO: Vancouver City Council  
SUBJECT: Christ Church Cathedral  
CLASSIFICATION: Information

The Director of Planning reports as follows:

"At the meeting of Council on January 18,

'Alderman Puil asked for a report on the status of transfer of development rights from Christ Church Cathedral to the adjacent development. The Mayor directed that the City Manager report on this matter at the next meeting of Council.'

Over a period of several years culminating in an agreement in 1975, discussions between the City, the Cathedral, and Grander Developments Ltd. occurred concerning the development of the whole of the sites ('L' shaped) bounded by Georgia, Burrard, Dunsmuir and Hornby Streets and a portion of the lane between Burrard and Hornby Streets. The agreement allowed the City to consider a Development Permit for the whole site for the purposes of development, retaining the Cathedral, and transferring the whole of the development potential excluding the Cathedral to the remainder of the site. In addition, monies were to be passed from Grander Developments Ltd. to the Cathedral to ensure the preservation and maintenance of the Cathedral.

A development permit application for the development was received on April 9, 1975. The development is comprised of a 35-storey office tower with retail and restaurant facilities on the lower four levels situated to the north of the existing Church. The total development has a floor area of 784,000 square feet including the Cathedral. This is equivalent to an F.S.R. to 8.99 over the whole site. The Development Permit Board considered the application on March 15, 1976 and gave it approval in principle subject to the following outstanding issues being further qualified:

1. The office tower structure as proposed needs to be relocated an additional 5' north from the proposed lane diversion to satisfy the requirements of the current Building By-law.
2. Several major design aspects still need further clarification and development to the satisfaction of the Director of Planning. These are:
  - i) An integrated landscaping proposal for the entire development area including the existing Christ Church site to the satisfaction of the Director of Planning and the Director of Social Planning.
  - ii) Clarification of the intended use of all commercial space proposed to ensure conformance to the Downtown Planning Policies.



to the Downtown Planning Policies.

- iii) Provision of activity oriented amenities on proposed roof terraces to ensure the usability of these spaces to the satisfaction of the Director of Planning and the Director of Social Planning.
- iv) The provision for public-oriented pedestrian linkages from possible future transit stops to the Burrard Street front plazas.
- v) The re-study of the visual bulk of the proposed tower configuration is to be accompanied by appropriate shadow studies on the surrounding site area.

- 2 -

- vi) Off-street parking facilities to conform to the Downtown Official Development Plan.
  - vii) The provision of all exterior building finishes, landscaping materials and lighting.
  - viii) The lane enclosure and dedication including the deletion of the columns along the south property line and removal of the bridge from the proposed development.
3. A final resolution between the applicant, Christ Church representatives, and City Planning and Social Planning Staff regarding the possible provision of church-related and other social and recreational facilities in the new development is required for the approval of this application.
  4. Parking Security Features should be provided to the satisfaction of the Director of Planning and the Director of Social Planning.'

The applicant on September 15, 1976 requested and was granted an extension of time to the validity of this Development Permit Application, expiring April 9, 1977.

The Planning Department attempted, but were unable to contact, the applicant to ascertain the current status of drawings, progress of the above noted conditions, etc. for inclusion in this report."

The City Manager submits the foregoing report for the INFORMATION of City Council.

## THE HAMMERSON PROPERTY CORPORATION LIMITED

AND ASSOCIATED COMPANIES

SUITE 2500, COMMERCIAL UNION TOWER, P.O. BOX 252, TORONTO-DOMINION CENTRE, TORONTO, CANADA M5K 1J5  
TELEPHONE (416) 364-6902 - CABLE: TORQUADREX, TORONTO - TELEX: 06-22192

March 15, 1977

Ray Spaxman, Esq.  
Director  
City Planning Department  
City of Vancouver  
453 West 12th Avenue  
Vancouver, British Columbia  
V59 1V4

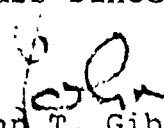
Dear Ray:

Thank you for your letter of March 10, 1977.  
Would you please accept my apologies for the delay in replying to your earlier letter, but I had hoped to have more concrete information to give you.

We are far from satisfied that current economic conditions in Vancouver, particularly as evidenced by the limited amount of office space absorbed in the past 18 months, justify commencement of a development of this size without substantial pre-leasing. This view is also taken by financial institutions with whom we have been negotiating as they have also indicated their requirement for pre-leasing before committing to long-term financing.

We have instructed our architects to obtain a development permit and will continue negotiations with prospective tenants and financial institutions in the expectation of being able to arrange long-term financing and justify commencement of construction as soon as market conditions permit.

Yours sincerely,

  
John T. Gibson

JTG:dk

cc: Dean H. O'Driscoll  
David C. Davenport  
Christopher Ballyn



*Ch. Ch. annual  
vesting meeting*

be asked to vote on the

arden and after it is

Christ Church Cathedral  
sh in making an agreement  
ements between Christ Church  
limited by postponing the date  
the date of issue of a development  
of the project, in return for  
of \$60,000 and the agreement of  
engineering survey of the Cathedral  
up to a further \$20,000 payable  
engineers. Each party also agrees  
ent except on an anniversary of  
e notice in writing of intention

*unanimously,*

February 7, 1977

CHRIST CHURCH PARISHVANCOUVER, B.C.*Ch. Ch. annual  
vestry meet*

Under New Business, Item 9 of the Agenda, you will be asked to vote on the undernoted resolution.

The resolution will be proposed by the Rector's Warden and after it is proposed and seconded, he will speak to it.

The resolution is as follows:

"BE IT RESOLVED that the Vestry of the Parish of Christ Church Cathedral approves the action of the Corporation of the Parish in making an agreement with Grander to maintain in good standing the agreements between Christ Church Parish, Vancouver, B.C. and Grander Developments Limited by postponing the date for the first lump sum payment of \$400,000 from the date of issue of a development permit to the date of commencement of construction of the project, in return for special annual payments by Grander to the Parish of \$60,000 and the agreement of Grander to pay the costs, up to \$20,000, of an engineering survey of the Cathedral and to advance against the first lump sum payment, up to a further \$20,000 payable toward the cost of repairs recommended by such engineers. Each party also agrees not to exercise the right to terminate the agreement except on an anniversary of closing after giving at least three months advance notice in writing of intention to terminate".

*This resolution was passed unanimously,*

February 7, 1977