

H.1 Bylaw for 1475 Fort Street: Development Permit with Variances Application No. 00120

The Director of Sustainable Planning and Community Development delivered an update regarding next steps should the vote on this application be defeated.

Moved By Councillor Alto

Seconded By Councillor Thornton-Joe

That the following bylaw **be given first, second and third readings:**

1. Housing Agreement (1475 Fort Street) Bylaw (2021) No. 21-057

CARRIED UNANIMOUSLY

Moved By Councillor Andrew

Seconded By Councillor Young

That Council, after giving notice and allowing an opportunity for public comment at a meeting of Council, consider the following motion:

"That Council authorize the issuance of Development Permit with Variance Application No. 00120 for 1475 Fort Street in accordance with:

1. Plans date stamped April 30, 2021
2. Development meeting all Zoning Regulation Bylaw requirements, except for the following variances:
 - i. reduce the vehicle parking from 45 stalls to 26 stalls;
 - ii. reduce the visitor parking from 3 stalls to 2 stalls;
 - iii. increase the building height from 12 metres to 12.92 metres;
 - iv. reduce the front setback from 10.5 metres to 1.81 metres (entrance canopy) and 3.53 metres (building);
 - v. reduce the rear setback from 6.46 metres to 3.96 metres;
 - vi. reduce the east side yard setback from 6.46 metres to 3.05 metres (balconies and entrance canopy) and 4.93 metres (building);
 - vii. reduce the west side yard setback from 6.46 metres to 3.86 metres (balconies) and 5.75 metres (building);
 - viii. increase the site coverage from 40 percent to 47 percent;
 - ix. allow for an accessory structure to be located in the front yard rather than the rear yard.
3. Final plans generally in accordance with the plans date stamped April 30, 2021 with the following revisions:
 - i. changes to the panhandle driveway to comply with the Highway Access Bylaw and BC Building Code requirements, to the satisfaction of the Director of Engineering and Public Works
 - ii. Relabel the proposed bylaw replacement trees to ensure replacement trees are provided on site, to the satisfaction of the Director of Parks, Recreation and Facilities
4. The Development Permit lapsing two years from the date of this resolution."

FOR (8): Mayor Helps, Councillor Alto, Councillor Andrew, Councillor Dubow, Councillor Loveday, Councillor Potts, Councillor Thornton-Joe, Councillor Young

OPPOSED (1): Councillor Isitt

CARRIED (8 to 1)

F.4 Bylaw for 1475 Fort Street: Development Permit with Variances Application No. 00120

Moved By Councillor Andrew

Seconded By Councillor Alto

That the following bylaw **be given first, second and third readings:**

1. Housing Agreement (1475 Fort Street) Bylaw (2021) No. 21-057

FOR (7): Councillor Alto, Councillor Andrew, Councillor Dubow, Councillor Loveday, Councillor Potts, Councillor Thornton-Joe, Councillor Young

OPPOSED (1): Councillor Isitt

CARRIED (7 to 1)

Moved By Councillor Alto

Seconded By Councillor Potts

That Council, after giving notice and allowing an opportunity for public comment at a meeting of Council, consider the following motion:

"That Council authorize the issuance of Development Permit with Variance Application No. 00120 for 1475 Fort Street in accordance with:

1. Plans date stamped April 30, 2021
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 - iv. reduce the front setback from 10.5 metres to 1.81 metres (entrance canopy) and 3.53 metres (building);
 - v. reduce the rear setback from 6.46 metres to 3.96 metres;
 - vi. reduce the east side yard setback from 6.46 metres to 3.05 metres (balconies and entrance canopy) and 4.93 metres (building);
 - vii. reduce the west side yard setback from 6.46 metres to 3.86 metres (balconies) and 5.75 metres (building);
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 - i. changes to the panhandle driveway to comply with the Highway Access Bylaw and BC Building Code requirements, to the satisfaction of the Director of Engineering and Public Works
 - ii. Relabel the proposed bylaw replacement trees to ensure replacement trees are provided on site, to the satisfaction of the Director of Parks, Recreation and Facilities
4. The Development Permit lapsing two years from the date of this resolution."

FOR (4): Councillor Alto, Councillor Dubow, Councillor Loveday, Councillor Potts

OPPOSED (4): Councillor Young, Councillor Andrew, Councillor Isitt, Councillor Thornton-Joe

DEFEATED (4 to 4)

Councillor Andrew requested the vote on the Development Permit with Variance be recalled.

Councillor Alto requested the vote on Housing Agreement be recalled.

Moved by Councillor Alto

Seconded by Councillor Loveday

That the following bylaw **be given first, second and third readings:**

1. Housing Agreement (1475 Fort Street) Bylaw (2021) No. 21-057

Motion to refer:

Moved by Councillor Andrew

Seconded by Councillor Thornton-Joe

That this item be referred to the May 27, 2021 Evening Council meeting.

CARRIED UNANIMOUSLY

Council recessed at 12:31 p.m. and reconvened at 1:15 p.m.

Mayor Helps resumed the Chair at 1:15 p.m.



Council Report

For the Meeting of May 27, 2021

To: Council **Date:** May 13, 2021

From: Karen Hoese, Director, Sustainable Planning and Community Development

Subject: **Update on Development Permit with Variances Application No. 00120 for 1475 Fort Street**

RECOMMENDATION

That Council give first, second and third readings of Housing Agreement (1475 Fort Street) Bylaw No. 21-057.

That Council, after giving notice and allowing an opportunity for public comment at a meeting of Council, consider the following motion:

"That Council authorize the issuance of Development Permit with Variance Application No. 00120 for 1475 Fort Street in accordance with:

1. Plans date stamped **April 30, 2021**
2. Development meeting all *Zoning Regulation Bylaw* requirements, except for the following variances:
 - i. reduce the vehicle parking from 45 stalls to 26 stalls;
 - ii. reduce the visitor parking from 3 stalls to 2 stalls;
 - iii. increase the building height from 12 metres to 12.92 metres;
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 - vi. reduce the east side yard setback from 6.46 metres to 3.05 metres (balconies and entrance canopy) and 4.93 metres (building);
 - vii. reduce the west side yard setback from 6.46 metres to 3.86 metres (balconies) and 5.75 metres (building);
 - viii. increase the site coverage from 40 percent to 47 percent;
 - ix. allow for an accessory structure to be located in the front yard rather than the rear yard.
3. Final plans generally in accordance with the plans date stamped April 30, 2021 with the following revisions:

- i. changes to the panhandle driveway to comply with the *Highway Access Bylaw* and *BC Building Code* requirements, to the satisfaction of the Director of Engineering and Public Works
- ii. Relabel the proposed bylaw replacement trees to ensure replacement trees are provided on site, to the satisfaction of the Director of Parks, Recreation and Facilities

4. The Development Permit lapsing two years from the date of this resolution.”

EXECUTIVE SUMMARY

The purpose of this report is to present Council with an update regarding a Development Permit with Variances Application for the property located at 1475 Fort Street. The proposal is to construct a four-storey rental building with approximately 32 dwelling units. Variances are related to building height, site coverage, setbacks, parking and the location of an accessory structure.

In accordance with Council's motion of February 4, 2021 (minutes attached), the necessary conditions that would authorize the approval of the Development Permit with Variances for the subject property have been fulfilled. In addition, since the application was presented at Committee of the Whole, the applicant has revised the plans to reduce the footprint of the underground parkade, creating space for additional trees in the southwest corner of the property, and has provided a window overlay with the adjacent property to the south located at 949 Pemberton Road.

COMMENTS

Legal Agreements

With regard to the preconditions set by Council in relation to this application, staff can report that the following agreements have been executed by the applicant:

- a Housing Agreement to secure rental tenure of the dwelling units in perpetuity, while allowing for potential lease of all or a portion of the dwelling units to the Vancouver Island Health Authority for non-market housing
- a Section 219 covenant to ensure that the dwelling units are not strata titled has been registered on title
- a section 219 covenant to secure a Statutory Right-of-Way of 0.72m along Fort Street has also been registered on title.

Plan Revisions

The applicant has reduced the footprint of the underground parking structure to provide a larger planting area with greater soil depth in the southwest corner of the property without increasing the parking variance associated with this proposal. Two columnar Hornbeam trees are proposed in this location as bylaw replacement trees. Adding new trees that can grow to full maturity by having access to greater soil depth helps to mitigate the impact of the site coverage, building height and setback variances by softening the visual appearance of the building and reducing privacy impacts by providing screening. They would also help to advance the City's Urban Forest objectives by providing ecological services such as wildlife habitat, storm water management and reducing urban heat island effects.

In addition to the plan revision, the applicant has provided a window overlay (sheet A502) to help illustrate the relationship between the northwest elevation of 949 Pemberton Road and the south elevation of the proposal. The window overlay demonstrates that there would be minimal privacy impacts as the buildings and windows are off-set from each other. The perimeter landscaping on both properties would also limit overlook into adjacent private outdoor space.

CONCLUSIONS

The applicant has fulfilled the conditions set by Council and the building revisions and landscape improvements help to mitigate the impact of the proposed variances. Therefore, it is recommended that the application advance to an Opportunity for Public Comment.

Respectfully submitted,

Alec Johnston
Senior Planner
Development Services Division

Karen Hoese, Director
Sustainable Planning and Community
Development Department

Report accepted and recommended by the City Manager.

List of Attachments

- Attachment A: Housing Agreement (1475 Fort Street) Bylaw No. 21-057
- Attachment B: Plans date stamped April 30, 2021
- Attachment C: Council to Follow Committee of the Whole Meeting Minutes dated February 4, 2021.



Schedule A

HOUSING AGREEMENT

(Pursuant to section 483 of the *Local Government Act*)

BETWEEN:

THE CORPORATION OF THE CITY OF VICTORIA

#1 Centennial Square
Victoria, B.C. V8W 1P6

(the "City")

AND:

LANTERN PROPERTIES LTD. (INC. NO. C0816000)

101 – 1176 Burnaby Street
Vancouver, BC V6E 1P1

(the "Owner")

WHEREAS:

- A. Capitalized terms used herein will have the respective meanings ascribed to them in section 1.1 of this Agreement, unless the context otherwise clearly requires or they are elsewhere defined herein.
- B. Under section 483 of the *Local Government Act* the City may, by bylaw, enter into a housing agreement with an owner regarding the occupancy of the housing units identified in the agreement, including but not limited to terms and conditions referred to in section 483(2) of the *Local Government Act*.
- C. The Owner is the registered owner in fee simple of lands in the City of Victoria, British Columbia, with a civic address of 1475 Fort Street, Victoria, B.C. and legally described as:

PID: 005-397-863
Lot 2, Section 74, Victoria District, Plan 9796

(collectively, the "Lands").
- D. The Owner has applied to the City to develop the Lands to permit 32 housing units within the Development in accordance with this Agreement.
- E. The City and the Owner wish to enter into this Agreement, as a housing agreement pursuant to section 483 of the *Local Government Act*, to secure the agreement of the Owner that all Dwelling Units within the Development on the Lands will be used and held only as rental housing.

NOW THIS AGREEMENT WITNESSES that pursuant to section 483 of the *Local Government Act*, and in consideration of the premises and covenants contained in this agreement (the "**Agreement**"), the parties agree each with the other as follows:

1.0 DEFINITIONS

1.1 In this Agreement:

"Business Day" means Monday to Friday, other than any such day which is a statutory holiday in Victoria, British Columbia;

"Development" means the new 32 unit building consisting of residential housing and related facilities on the Lands;

"Dwelling Units" means any or all, as the context may require, of the 32 self-contained residential dwelling units within the Development and includes any dwelling unit that is developed on the Lands in future, whether as part of the Development or otherwise, and **"Dwelling Unit"** means any of such residential dwelling units located on the Lands;

"Immediate Family" includes a person's spouse, child, grandchild, parent, grandparent, sibling, niece and nephew, and includes the Immediate Family of the person's spouse;

"Non-owner" means a person other than a Related Person or the Owner;

"Owner" includes a person who acquires an interest in the Lands or any part of the Lands or the Development and is thereby bound by this Agreement, as referred to in section 7.3;

"Related Person" includes, where the registered or beneficial owner of the Lands or Dwelling Unit, as applicable, is:

- (a) a corporation or society:
 - (i) an officer, director, shareholder, or member of such corporation or society, or of another entity which is a shareholder or member of such corporation or society; or
 - (ii) an Immediate Family of a person to whom paragraph (i) applies, or
- (b) an individual, an Immediate Family of the registered or beneficial owner;

"Strata Corporation" means, for the portions of the Lands or any building on the Lands that is subdivided under the *Strata Property Act*, a strata corporation as defined in that Act, including the Owner while in control of the strata corporation and subsequently the individual strata lot owners collectively acting as the strata corporation.

"Tenancy Agreement" means a tenancy agreement pursuant to the *Residential Tenancy Act* that is regulated by that Act.

2.0 DWELLING UNITS TO BE USED AND OCCUPIED ONLY AS RENTAL UNITS

- 2.1 The Owner covenants and agrees that the Dwelling Units shall only be used as rental housing in perpetuity, and for that purpose shall only be occupied by a Non-owner under the terms of a Tenancy Agreement between the Owner and the Non-owner who occupies the Dwelling Unit provided that so long as the Vancouver Island Health

Authority rents Dwelling Units for non-market housing, these units do not require a Tenancy Agreement between the Owner and the Non-owner who occupies the Dwelling Unit and the Owner leasing the Dwelling Units to Vancouver Island Health Authority shall be deemed to be in compliance with the terms of this Agreement.

3.0 NO RESTRICTIONS ON RENTALS

- 3.1** The Owner covenants and agrees that the Owner shall not take any steps, or enter into any agreements, or impose any rules or regulations whatsoever, the effect of which would be to prevent or restrict the Owner of a Dwelling Unit from renting that Dwelling Unit to a Non-owner under the terms of a Tenancy Agreement.
- 3.2** Without limiting the generality of section 3.1, the Owner covenants and agrees that it will not make application to deposit a strata plan for or in respect of the Lands or a building on the Lands unless the strata bylaws in no way restrict rental of any Dwelling Unit to a Non-owner under the terms of a Tenancy Agreement.

4.0 REPORTING

- 4.1** The Owner covenants and agrees to provide to the City's Director of Sustainable Planning and Community Development, within thirty (30) days of the Director's written request, a report in writing confirming that:

- (a) all Dwelling Units are being rented to Non-owners or are vacant, and
- (b) all other requirements of this Agreement are being complied with by the Owner and the Development,

along with such other information as may be requested by the Director from time to time.

- 4.2** The Owner hereby authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 4.3** The Owner acknowledges that it is within the City's sole discretion to consent or not to consent to modifications of this Agreement and that such consent may be withheld for any reason.

5.0 NOTICE TO BE REGISTERED IN LAND TITLE OFFICE

- 5.1** Notice of this Agreement (the "**Notice**") will be registered in the Land Title Office by the City at the cost of the Owner in accordance with section 483 of the *Local Government Act*, and this Agreement is binding on the parties to this Agreement as well as all persons who acquire an interest in the Lands after registration of the Notice.

6.0 LIABILITY

- 6.1** The Owner agrees to indemnify and saves harmless the City and each of its elected and appointed officials, employees and agents and their respective administrators, successors and permitted assigns, of and from all claims, demands, actions, damages, costs and liabilities, which all or any of them shall or may be liable for or suffer or incur or be put to by reason of or arising out of failure of the Owner to comply with the terms and conditions of this Agreement, or otherwise that would not have arisen "but for" this Agreement.

- 6.2** The Owner hereby releases and forever discharges the City and each of its elected and appointed officials, employees and agents and their respective administrators, successors and permitted assigns, of and from any and all claims, demands, actions, damages, economic loss, costs and liabilities which the Owner now has or hereafter may have with respect to or by reason of or arising out of the fact that the Lands are encumbered by and affected by this Agreement, or otherwise that would not have arisen "but for" this Agreement.

7.0 GENERAL PROVISIONS

- 7.1 NOTICE.** If sent as follows, notice under this Agreement is considered to be received:

- (a) upon confirmation of delivery by Canada Post if sent by registered mail,
- (b) on the next Business Day if sent by facsimile or email with no notice of failure to deliver being received back by the sender, and
- (c) on the date of delivery if hand-delivered, and

in the case of the City, addressed to:

City of Victoria
#1 Centennial Square
Victoria, BC V8W 1P6

Attention: Director of Sustainable Planning and
Community Development
Fax: 250-361-0386
Email: khoese@victoria.ca

and in the case of the Owner, addressed to:

Lantern Properties Ltd.
101 – 1176 Burnaby Street
Vancouver, BC V6E 1P1

Attention: Jeff Hayes
Fax: 866-288-1991
Email: jeff.hayes@lanprop.com

or upon registration of a strata plan for the Lands, to the Strata Corporation, and to the Owner of any Dwelling Unit that is subject to the restrictions under section 2.1.

If a party identifies alternate contact information in writing to another party, notice is to be given to that alternate address.

If normal mail, email or facsimile service is interrupted by strike, work slowdown, force majeure, or other cause,

- (d) notice sent by the impaired service is considered to be received on the date of delivery, and

- (e) the sending party must use its best efforts to ensure prompt receipt of a notice by using other uninterrupted services, or by hand-delivering the notice.

- 7.2 TIME.** Time is of the essence of this Agreement.
- 7.3 BINDING EFFECT.** This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees. In accordance with section 483(6) of the *Local Government Act*, this Agreement and all obligations hereunder is binding on all who acquire an interest in the Lands, and the Owner only during the Owner's ownership of any interest in the Lands, and with respect only to that portion of the Lands of which the Owner has an interest.
- 7.4 WAIVER.** The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.
- 7.5 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.
- 7.6 LANGUAGE.** 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.
- 7.7 LEGISLATION.** Reference to any enactment includes any regulations, orders or directives made under the authority of that enactment, and is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided.
- 7.8 EQUITABLE REMEDIES.** The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
- 7.9 CUMULATIVE REMEDIES.** No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.
- 7.10 ENTIRE AGREEMENT.** This Agreement when executed will set forth the entire agreement and understanding of the parties as at the date it is made.
- 7.11 FURTHER ASSURANCES.** Each of the parties will do, execute, and deliver, or cause to be done, executed, and delivered all such further acts, documents and things as may be reasonably required from time to time to give effect to this Agreement.
- 7.12 AMENDMENT.** This Agreement may be amended from time to time, by consent of the Owner and a bylaw duly passed by the Council of the City and thereafter if it is signed by the City and the Owner.
- 7.13 LAW APPLICABLE.** This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

7.14 NO DEROGATION FROM STATUTORY AUTHORITY. Nothing in this Agreement shall:

- (a) limit, impair, fetter or derogate from the statutory powers of the City all of which powers may be exercised by the City from time to time and at any time to the fullest extent that the City is enabled and no permissive bylaw enacted by the City, or permit, licence or approval, granted, made or issued thereunder, or pursuant to statute, by the City shall estop, limit or impair the City from relying upon and enforcing this Agreement; or
- (b) relieve the Owner from complying with any enactment, including the City's bylaws, or any obligation of the Owner under any other agreement with the City.

7.15 SEVERABILITY. If any section, term or provision of this Agreement is found to be partially or wholly illegal or unenforceable, then such sections or parts will be considered to be separate and severable from this Agreement and the remaining sections or parts of this Agreement, as the case may be, will be unaffected thereby and will remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this Agreement.

7.16 JOINT AND SEVERAL. The Owner, if more than one, are jointly and severally obligated to perform and observe each and every of the covenants, warranties and agreements herein contained by the Owner to be observed and performed.

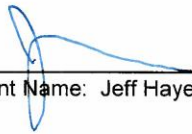
7.17 COUNTERPARTS. This Agreement may be executed in counterparts and delivered by emailed PDF file, each of which will have the same effect as if all parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

7.18 EFFECTIVE DATE. This Agreement is effective as of the date of the signature of the last party to sign.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year last below written.

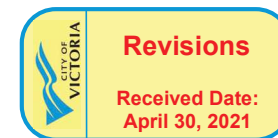
THE CORPORATION OF THE CITY OF)
 VICTORIA by its authorized signatory:)
)
)
)
)
)
 Karen Hoese, Director of Sustainable)
 Planning and Community Development)
)
)
 Date signed: _____)

LANTERN PROPERTIES LTD.
by its authorized signatory(ies):

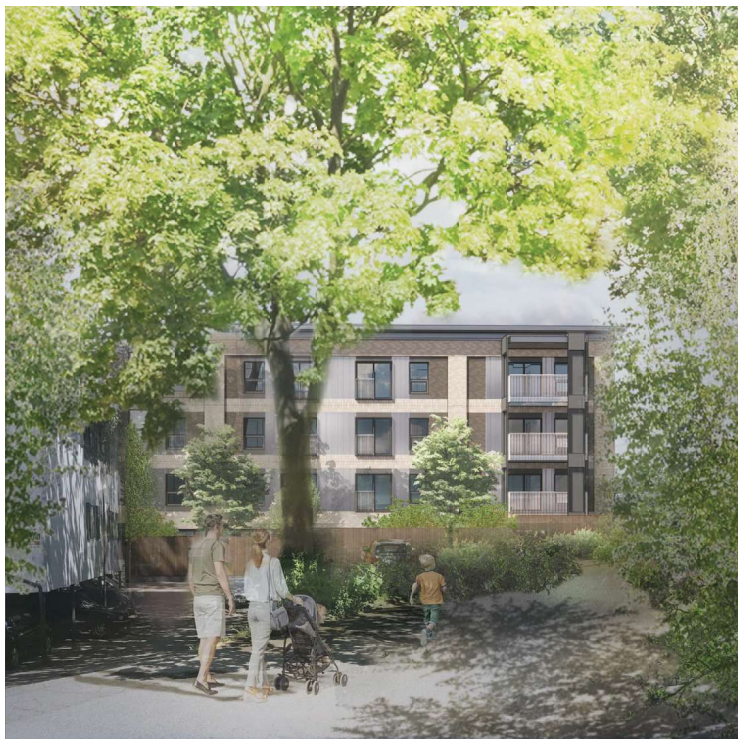


Print Name: Jeff Hayes

Date signed: APRIL 21, 2021



1475 FORT STREET - HADERA APARTMENTS



VIEW FROM FREWING LANE

DRAWING LIST:

Architectural

- A000 COVER
- A001 SURVEY + PROJECT DATA
- A002 BUILDING CODE REVIEW
- A003 3D VIEWS
- A004 MATERIALS
- A101 SITE PLANS - DEMOLITION & PROPOSED
- A201 FLOOR PLANS
- A202 FLOOR PLANS
- A301 ELEVATIONS
- A302 ELEVATIONS
- A401 BUILDING + SITE SECTIONS
- A501 SHADOW STUDY
- A502 949 PEMBERTON ROAD WINDOW OVERLAY

Civil

- C-1 CONCEPTUAL SITE SERVICING PLAN

Landscape

- L-1 LANDSCAPE CONCEPT PLAN
- L-2 TREE PRESERVATION PLAN

APPLICANT:
Lantern Properties Ltd.
101-1176 Burnaby Street
Vancouver, BC V6E 1P1
604.723.4576

Contacts:
Josh Hayes
josh.hayes@lanprop.com

Paladon Development Group
Owner's Rep:
Paul Woodward, P. Eng.
paladon@shaw.ca

ARCHITECT
Cascadia Architects
101-804 Broughton Street
Victoria, BC
V8W 1E4
250.590.3226

Contacts:
Sara Huynh M.Arch
sara@cascadiaarchitects.ca

Peter Johannknecht Architect AIBC LEED AP
peter@cascadiaarchitects.ca

Gregory Damant Architect AIBC LEED AP
greg@cascadiaarchitects.ca

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Skyline Engineering
380 - 4243 Glanford Ave
Victoria, BC
V8Z 4B9
250.590.4133

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cmaclea@seng.ca

ENVELOPE CONSULTANT
Morrison Hershfield
536 Broughton Street
Victoria, BC
V8W 1C6
250.361.1215

Contact:
Chris Raudoy, B.ArchSci, LEED AP
Craudoy@morrisonhershfield.com

GEOTECHNICAL CONSULTANT
Ryzuk Geotechnical
28 Crease Ave
Victoria, BC
V8Z 1S3
250.475.3131

Contact:
Andrew Jackson, P.Geo., Eng.L.
andrew@ryzuk.com

MECHANICAL ENGINEER
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Suite 101 - 1019 Wharf Street
Victoria, BC
V8W 2Y9
250.418.1288

Contact:
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achong@integralgroup.com

ELECTRICAL ENGINEER
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Victoria, BC
V8W 2Y9
250.418.1288

Contact:
Andy Crosson, P.Eng., LEED AP
BD+C
acrosson@integralgroup.com

CIVIL ENGINEER
J.E. Anderson & Associates
4212 Glanford Ave
Victoria, BC
V8Z 4B7
250.727.2214

Contact:
Ross Tuck, P.Eng.
rtuck@jeanderson.com

LANDSCAPE ARCHITECT
LADR Landscape Architects
3-864 Queens Ave
Victoria, BC
V8T 1M5
250.598.0105

Contact:
Bev Windjack, BCSLA, AALA,
CSLA, ASLA, LEED AP BD+C,
ERPSC
bwindjack@ladra.ca

Transportation Consultant
Bunt & Associates
645 Fort St #530
Victoria, BC
V8W 1Z9
250.592.6122

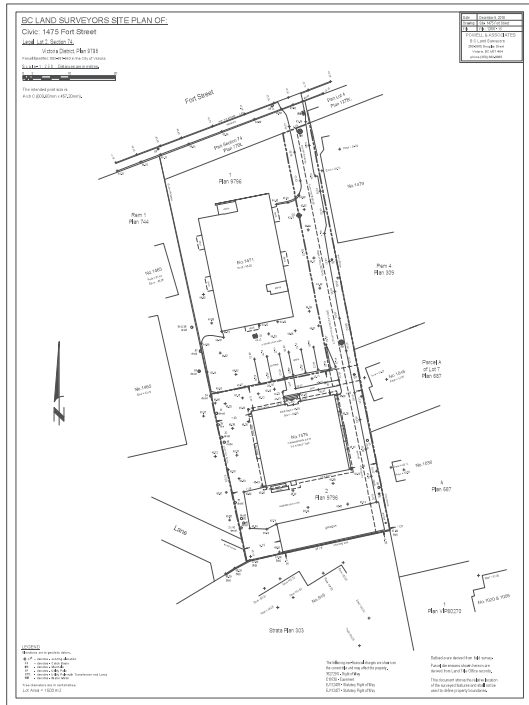
Contact:
Simon Button, P.Eng.
250.592.6122
sbutton@bunteng.com

LANTERN PROPERTIES LTD
DP SUBMISSION REVISION 2.3
APRIL 29, 2021

Project #	1618	Date	APRIL 29, 2021
Sheet #	A000	Revision	5
MAY 10, 2021			

CASCADIA ARCHITECTS INC
101-804 Broughton Street
Victoria, BC V8W 1E4 Canada
250.590.3223
cascadiaarchitects.ca

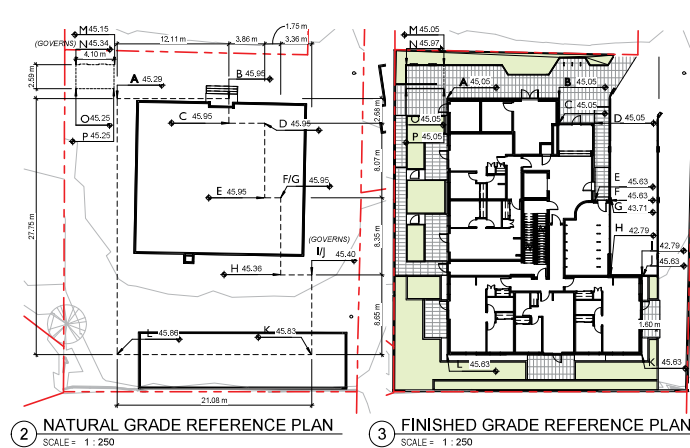
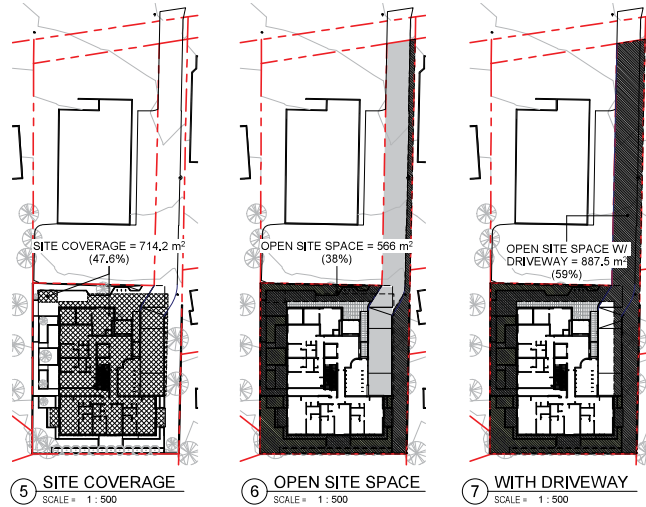




1 Existing Survey
SCALE = 1:500



4 SITE LOCATION PLAN
SCALE = 1:1000



PROJECT DATA

ZONING ANALYSIS: R3-AM-2: MID RISE MULTIPLE DWELLING DISTRICT

	ZONE ALLOWANCE	PROPOSED	VARIANCE
SITE AREA	520 m²	1,500 m²	N
FSR (BONUS FOR ENCLOSURE)	1.6:1	1.42:1	N
OPEN SITE SPACE (MIN)	30%	38%	N
OPEN SITE SPACE (W/ DRIVEWAY) (MIN)	50%	59%	N
SITE COVERAGE (MAX)	40%	48%	Y
NUMBER OF STOREYS	4	N	Y
ALLOWABLE HEIGHT	12 m	12.02 m	Y
SETBACK - FRONT YARD	10.5 m	3.85 m	Y
SETBACK - SIDE YARD WEST	6.46 m	3.05 m	Y
SETBACK - SIDE YARD EAST	6.46 m	3.05 m	Y
SETBACK - REAR YARD	6.46 m	3.05 m	Y
# OF UNITS	N/A	32	N/A
MINIMUM UNIT AREA	35 m²	40 m²	N
MINIMUM NUMBER OF CAR STALLS	45	26	Y
LONG TERM BICYCLE PARKING	8	45	Y
SHORT TERM BICYCLE PARKING	8	6	N
ACCESSORY GARDEN STRUCTURE	NOT LOCATED	PROPOSED IN P.Y.	Y

RESIDENTIAL USE DETAILS	32
TOTAL NUMBER OF UNITS	28 1 BDRM, 6 2 BDRM
UNIT TYPE	40 m²
GROUND ORIENTED UNITS	6
MINIMUM UNIT FLOOR AREA (m²)	2,136.29 m²

CALCULATIONS:

SITE COVERAGE CALCULATION:

MAIN STRUCTURE	703.5 m²
ACCESSORY STRUCTURE	10.7 m²
LOT AREA	1,500.0 m²
TOTAL (STRUCTURE)	714.2 m²
LOT AREA	1,500.0 m²
SITE COVERAGE	0.476 = 47.6%

SITE COVERAGE ACCESSORY STRUCTURE CALCULATION:

ACCESSORY STRUCTURE	10.7 m²
LOT AREA	1,500.0 m²
TOTAL (ACCESSORY)	10.7 m²
LOT AREA	1,500.0 m²
SITE COVERAGE	0.007 = 0.7%

OPEN SITE SPACE CALCULATION:

LOT AREA	1,500.0 m²
BUILDING & PARKING	934 m²
OPEN SITE SPACE	566 m²
LOT AREA	1,500.0 m²
OPEN SITE SPACE	0.38 = 38%

OPEN SITE SPACE WITH DRIVEWAY CALCULATION:

MAIN BUILDING	612.5 m²
LOT AREA	1,500.0 m²
MAIN BUILDING	612.5 m²
OPEN SITE SPACE	887.5 m²
LOT AREA	1,500.0 m²
OPEN SITE SPACE w/ DRIVEWAY	0.59 = 59%

MAIN STRUCTURE - AVERAGE GRADE CALCULATION:

GRADE POINTS:	AVERAGE OF POINTS	DISTANCE BETWEEN	TOTALS
A: 45.05m	(45.05 + 45.05) / 2 = 45.05	x 12.11m	= 545.56
B: 45.05m	(45.05 + 45.05) / 2 = 45.05	x 2.68m	= 120.73
C: 45.05m	(45.05 + 45.05) / 2 = 45.05	x 3.35m	= 150.92
D: 45.05m	(45.05 + 45.05) / 2 = 45.05	x 8.07m	= 363.89
E: 45.05m	(45.05 + 45.05) / 2 = 45.05	x 1.75m	= 78.85
F: 45.05m	(45.05 + 45.05) / 2 = 45.05	x 8.35m	= 375.14
G: 43.71m	(43.71 + 42.79) / 2 = 43.25	x 3.35m	= 145.77
H: 42.79m	(42.79 + 42.79) / 2 = 42.79	x 8.65m	= 370.70
I: 42.79m	(42.79 + 42.79) / 2 = 42.79	x 21.08m	= 901.88
J: 45.40m (NATURAL)	(45.40 + 45.40) / 2 = 45.40	x 27.35m	= 1,246.19
K: 45.03m	(45.03 + 45.03) / 2 = 45.03		
L: 45.03m	(45.03 + 45.03) / 2 = 45.03		
TOTALS			4,404.60

GRADE CALCULATION:

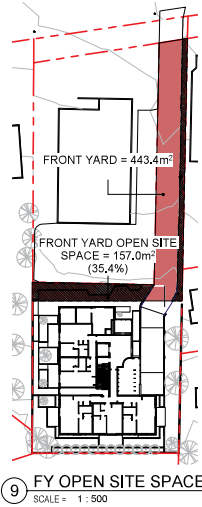
4,404.60 / 97.66m (perimeter of building) = 45.10 m

ACCESSORY STRUCTURE - AVERAGE GRADE CALCULATION:

GRADE POINTS:	AVERAGE OF POINTS	DISTANCE BETWEEN	TOTALS
M: 45.05m	(45.05 + 45.34) / 2 = 45.20	x 4.10m	= 185.32
N: 45.34m (NATURAL)	(45.34 + 45.05) / 2 = 45.20	x 2.58m	= 117.07
O: 45.05m	(45.05 + 45.05) / 2 = 45.05	x 4.10m	= 184.71
P: 45.05m	(45.05 + 45.05) / 2 = 45.05	x 2.58m	= 116.68
TOTALS			603.78

GRADE CALCULATION:

603.78 / 9.28m (perimeter of building) = 45.12 m



9 FY OPEN SITE SPACE
SCALE = 1:500

FRONT YARD OPEN SITE SPACE:
FY OPEN SITE SPACE 157.0 m² /
FRONT YARD 443.4 m² /
FY OPEN SITE SPACE 0.354 = 35.4%

NO.	DESCRIPTION	DATE
1	DP Revision 1	08/18/2020
2	DP Revision 2	08/18/2020
3	DP Revision 3	08/18/2020
4	DP Revision 4	08/18/2020



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Project	DP SUBMISSION REVISION
1475 Fort Street	2.3
LANTERN PROPERTIES LTD	
HADERA APARTMENTS 1475 Fort Street	
Victoria BC	

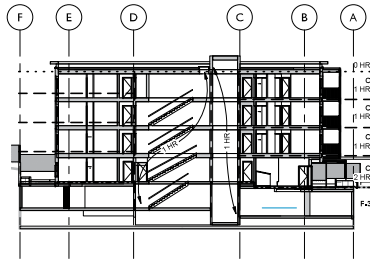
Survey + Project DATA

Date: APRIL 29, 2021

Scale: As indicated Project # 1618

Revision: OCT 14, 2020

Sheet # A001



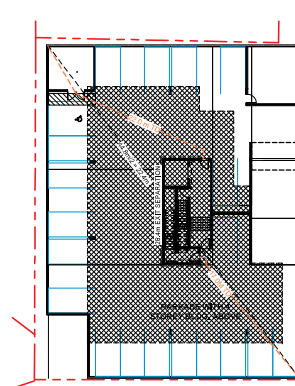
3.1.2.1 CLASSIFICATION OF BUILDING:
BUILDING TYPE: 4 STOREYS, DWELLING UNITS W/ UNDERGROUND PARKADE
STOREY 1 THROUGH 4: GROUP C (DWELLING UNITS)
UNDERGROUND: F-3 STORAGE GARAGE

3.2.2.51, GROUP C, UP TO 4 STOREYS, SPRINKLERED
 COMBUSTIBLE CONSTRUCTION
 FLOOR ASSEMBLIES: 1 hr
 LOAD BEARING WALLS, COLUMNS, & ARCHES: 1 hr
 MEZANINES: 1 hr (N/A)
 ROOF ASSEMBLIES: 0 hr

3.5.3.1, ELEVATOR HOISTWAYS
 1 hr FRR as per TABLE 3.5.3.1.

3.2.1.2, STORAGE GARAGE CONSIDERED AS A SEPARATE BUILDING
 2 hr FRR as per 3.2.1.2.1

8 CODE REVIEW - BUILDING SECTION
 SCALE = 1 : 250



OCCUPANCY: F-3 STORAGE GARAGE
MINIMUM SEPARATION OF 2 EXITS: 22.4m
MAX. TRAVEL: 45m

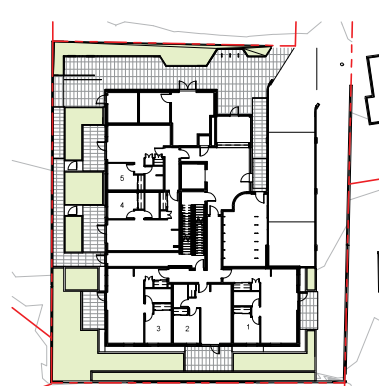
Net Area: 904 m²
 Storage Garage: 46 sq.m/person
 904/46 = 20 people

OCCUPANT LOAD: 20 people

MINIMUM EXIT WIDTH:
 STAIRS:
 8mm/person x 20 = 160mm

RAMP/SICORR/DORS/PASSAGEWAYS:
 6,1mm/person x 20 = 122mm

1 CODE REVIEW PARKADE LEVEL
 SCALE = 1 : 250



OCCUPANCY: GROUP C - RESIDENTIAL
MINIMUM SEPARATION OF 2 EXITS: 9m

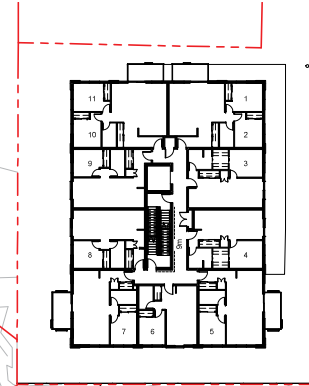
5 Bedrooms x 2 people/bedroom = 10 people

OCCUPANT LOAD: 10 people

MINIMUM EXIT WIDTH:
 STAIRS:
 8mm/person x 10 = 80mm

RAMP/SICORR/DORS/PASSAGEWAYS:
 6,1mm/person x 10 = 61mm

2 CODE REVIEW LEVEL 1
 SCALE = 1 : 250



OCCUPANCY: C - RESIDENTIAL
MINIMUM SEPARATION OF 2 EXITS: 9m

11 bedrooms x 2 people/bedroom = 22 people

OCCUPANT LOAD: 22 people

MINIMUM EXIT WIDTH:
 STAIRS:
 8mm/person x 22 = 176mm

RAMP/SICORR/DORS/PASSAGEWAYS:
 6,1mm/person x 22 = 134mm

3 CODE REVIEW 2/3/4 TYPICAL
 SCALE = 1 : 250

BUILDING CODE REVIEW:

BUILDING CODE ANALYSIS:

REFERENCED DOCUMENT:
 British Columbia Building Code 2018, Part 3

SECTION 3.1. GENERAL:

3.1.2.1, CLASSIFICATION OF BUILDINGS:
 Group C: Residential Occupancy Levels 1-4
 Group F-3: Low-Hazard Industrial Occupancy 1 Level (UIG)

3.2.1.2, STORAGE GARAGE CONSIDERED AS SEPARATE BUILDING:
 2 hr FRR required as per 3.2.1.2.1

3.1.1.7, OCCUPANT LOAD:
 See Code Review Plans A002

SECTION 3.2. BUILDING FIRE SAFETY:

Parkade Level
 Gross Floor Area: 904 m²

Level 1: 412 m²
 Level 2/3/4: (3x) 544 m²
 Gross Floor Area: 2,044 m²

Building Area: 544 m²

3.2.2.51, GROUP C, UP TO 4 STOREYS, SPRINKLERED
 • Maximum allowable building area not more than 1,800 m²
 • Combustible construction
 • Floor assemblies not less than 1 hr
 • Sprinklered - YES

3.2.1, SPATIAL SEPARATION AND EXPOSURE PROTECTION (Table 3.2.1.1.4)

See Limiting Distance Key Elevations A002

SECTION 3.3. SAFETY WITHIN FLOOR AREAS:

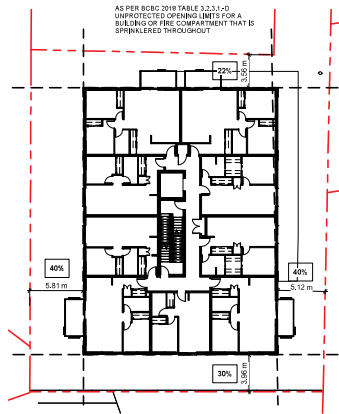
3.3.4.2, FIRE SEPARATIONS
 Suites of residential occupancy shall be separated from each other and the remainder of the building by a fire separation having a fire resistance rating not less than 1 hr

SECTION 3.4. EXITS:

3.4.2.1, MINIMUM NUMBER OF EXITS
 Minimum number of exits: 2 per floor

3.4.2.3, LOCATION OF EXITS:
 Max. Travel Permitted (residential use): 30m
 Max. Travel Permitted (F-3 use): 45m

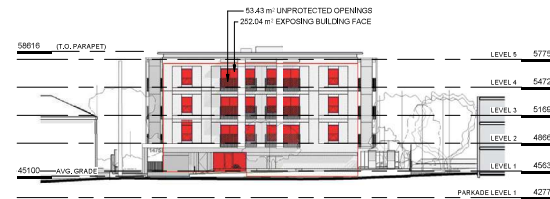
3.4.2.3, DISTANCE BETWEEN EXITS
 one half the maximum diagonal dimension of the floor area, but need not be more than 9m for a floor area having a public corridor.



9 CODE REVIEW - LIMITING DISTANCE KEY
 SCALE = 1 : 250



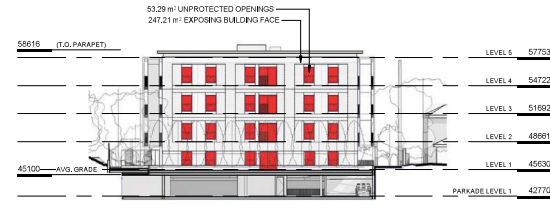
4 EAST ELEVATION - LIMITING DISTANCE KEY
 SCALE = 1 : 250



5 NORTH ELEVATION - LIMITING DISTANCE KEY
 SCALE = 1 : 250



6 WEST ELEVATION - LIMITING DISTANCE KEY
 SCALE = 1 : 250



7 SOUTH ELEVATION - LIMITING DISTANCE KEY
 SCALE = 1 : 250

NO.	DESCRIPTION	DATE
1	DP Revision 2	OCT 19, 2020
2	Development Manual Application	NOV 12, 2019



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Project
DP SUBMISSION REVISION
2.3
 LANTERN PROPERTIES LTD
 HADERA APARTMENTS 1475 Fort Street
 Victoria BC

Sheet Name
BUILDING CODE REVIEW

Date
APRIL 29, 2021

Scale
 As indicated

Project #
1618

Revision
 OCT 14, 2020

Sheet #
A002

4/30/2021 9:31:00 AM



CLOSE UP VIEW FROM FREWING LANE



VIEW FROM FORT STREET



VIEW FROM PANHANDLE



VIEW OF LOBBY / PARKADE ENTRANCE

1	DP Revision 2.2	FEB 9, 2021
2	DP Revision 2	FEB 13, 2020
3	DP Revision 1	SEP 13, 2019
4	Developer Initial Application	JUL 12, 2018
NO.	DESCRIPTION	DATE



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Project	
DP SUBMISSION REVISION 2.3	
LANTERN PROPERTIES LTD	
HADARA APARTMENTS 1475 Fort Street Victoria BC	
Sheet Name	3D VIEWS
Date	APRIL 29, 2021
Scale	1 : 300
Project #	1618
Revision	FEB 9, 2021
Sheet #	A003

4/30/2021 9:21:18 AM



SW CORNER VIEW FROM FREWING LANE

NO.	DESCRIPTION	DATE
1	DP Revision 2.2	108.9.2021
2	DP Revision 2	2.1.11.2020



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Project

DP SUBMISSION REVISION

2.3

LANTERN PROPERTIES LTD

HADERA APARTMENTS 1475 Fort Street
Victoria BC

Sheet Name

3D VIEW

Date

APRIL 29, 2021

Scale

1 : 300

Project #


1618

Revision

FEB. 9, 2021

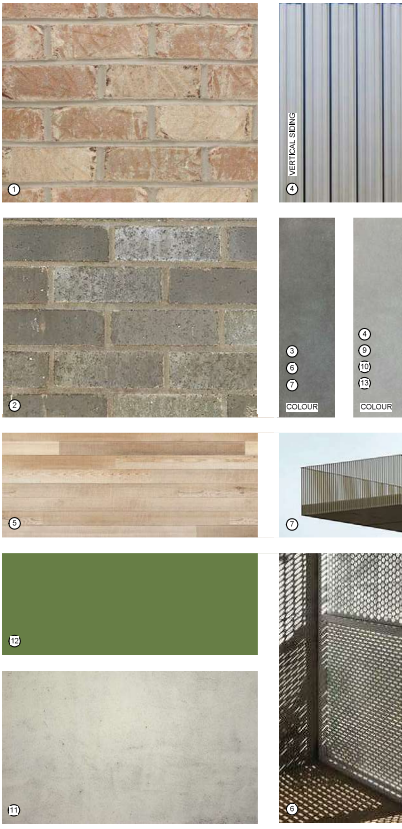
Sheet #

A003.1





VIEW FROM PANHANDLE



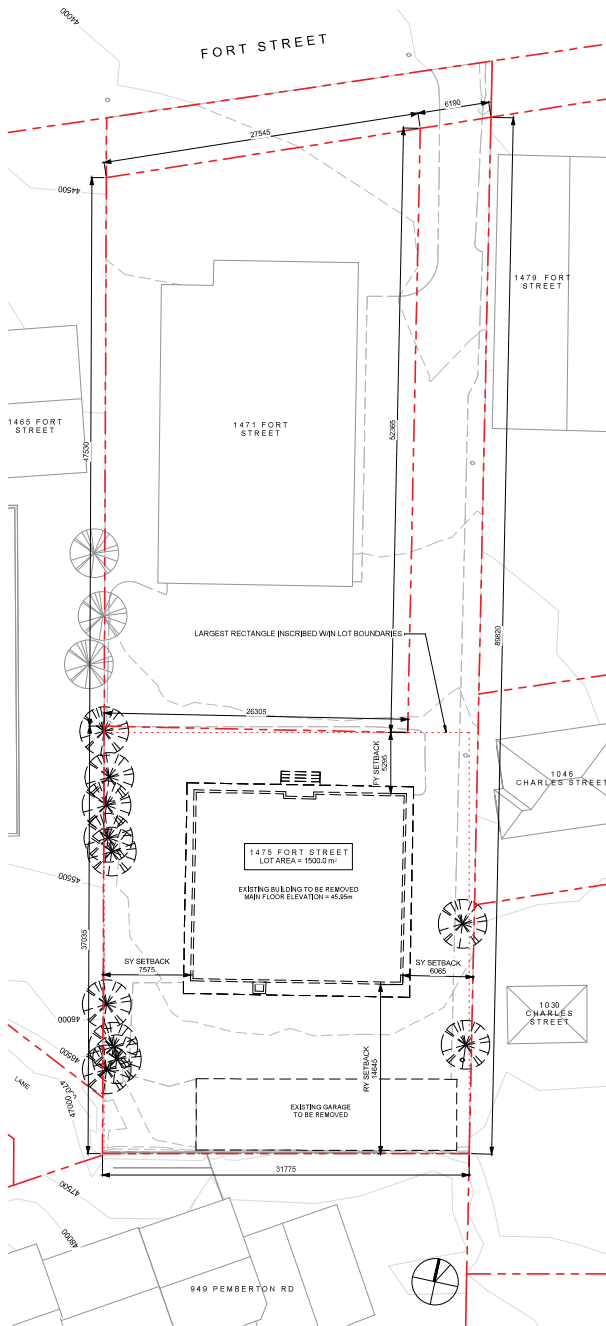
- MATERIALS LIST**
- ① TUMBLER BRICK (LIGHT)
 - ② SMOOTH BRICK (DARK)
 - ③ METAL PANEL (DARK GREY)
 - ④ PREFINISHED VERTICAL METAL SIDING (GREY)
 - ⑤ T&G CEDAR, SOFFITS (CLEAR FINISH)
 - ⑥ PREFINISHED ALUMINUM PERFORATED SCREENS (DARK GREY)
 - ⑦ PREFINISHED ALUMINUM PICKET (DARK GREY)
 - ⑧ VISION GLASS TYP. (DARK GREY FRAMES)
 - ⑨ PREFINISHED METAL CLAD FASCIA AND SIDING (GREY)
 - ⑩ PREFINISHED METAL CLAD FLASHINGS (GREY)
 - ⑪ ARCHITECTURAL CONCRETE
 - ⑫ PREFINISHED ALUMINUM PLANTER (DARK GREEN)
 - ⑬ PREFINISHED METAL CLAD COLUMN (GREY)

1	DP Revision 2.3	10/9/2021
2	DP Revision 1	08/11/2019
Development Material Application		07/11/2019
NO.	DESCRIPTION	DATE

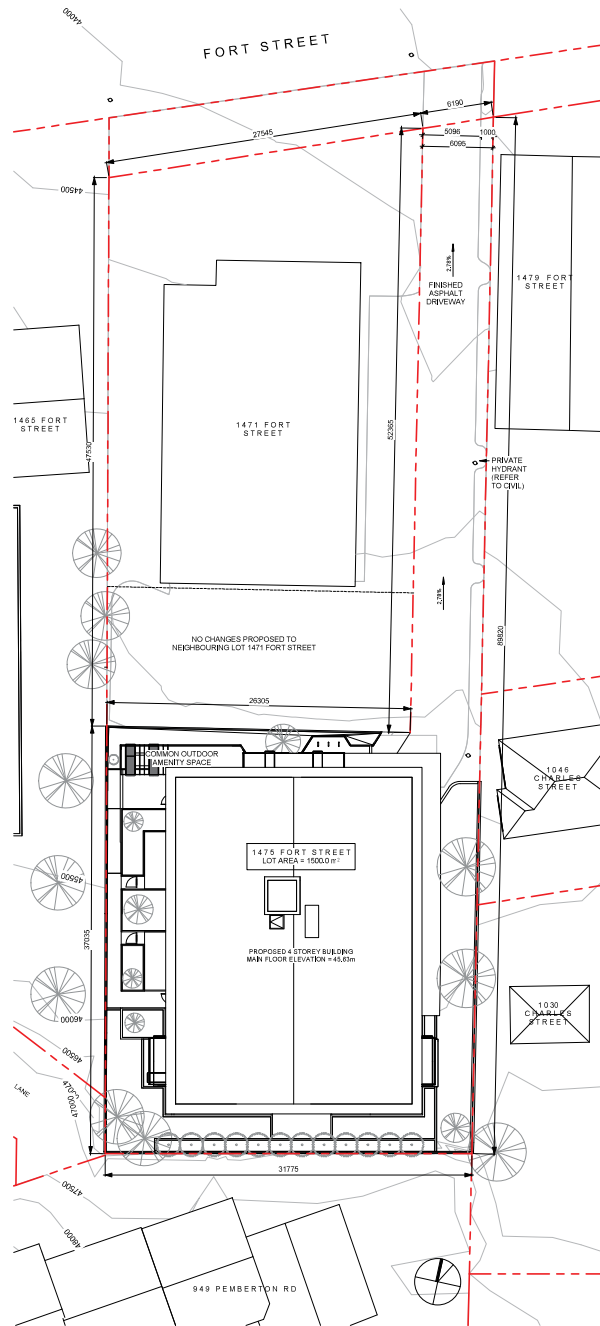
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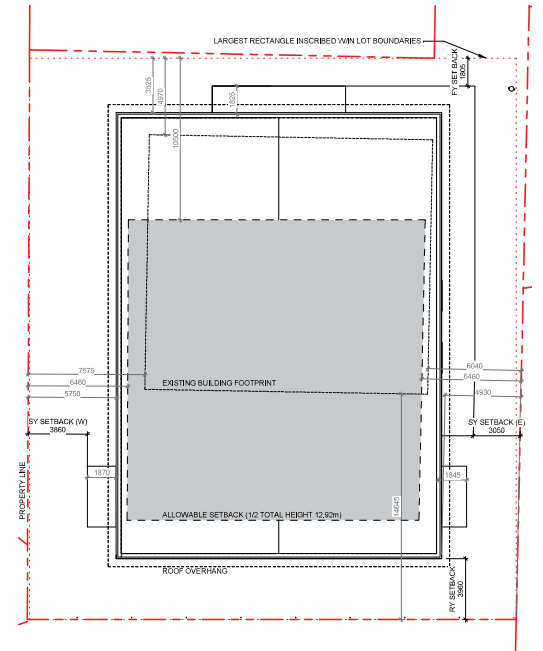
Project	
DP SUBMISSION REVISION 2.3	
LANTERN PROPERTIES LTD	
HADARA APARTMENTS 1475 Fort Street Victoria BC	
Sheet Name	
MATERIALS	
Date	
APRIL 29, 2021	
Scale	Project #
As indicated	1618
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FEB 9, 2021	
Sheet #	A004



① SITE PLAN DEMOLITION
SCALE = 1:200



② SITE PLAN PROPOSED
SCALE = 1:200



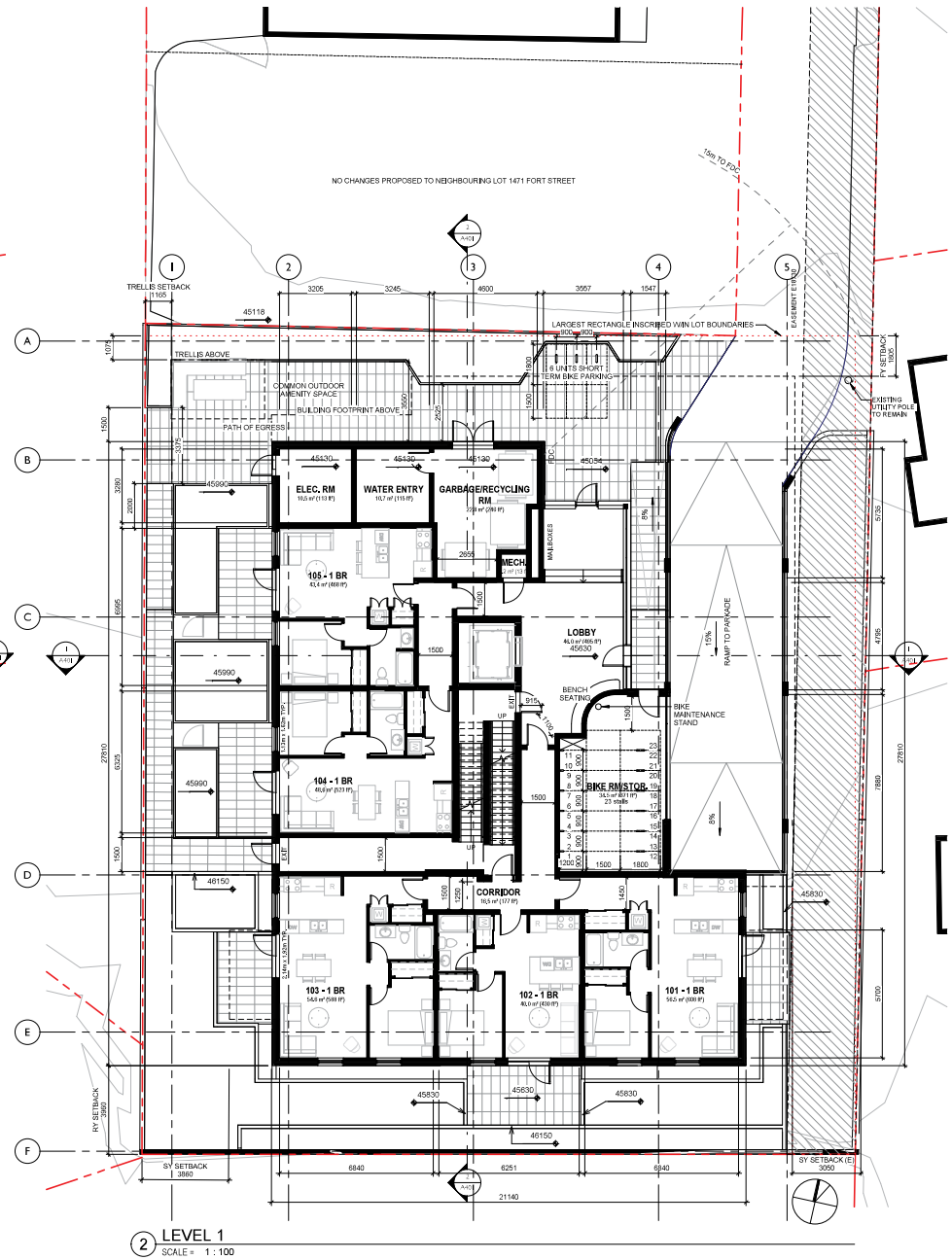
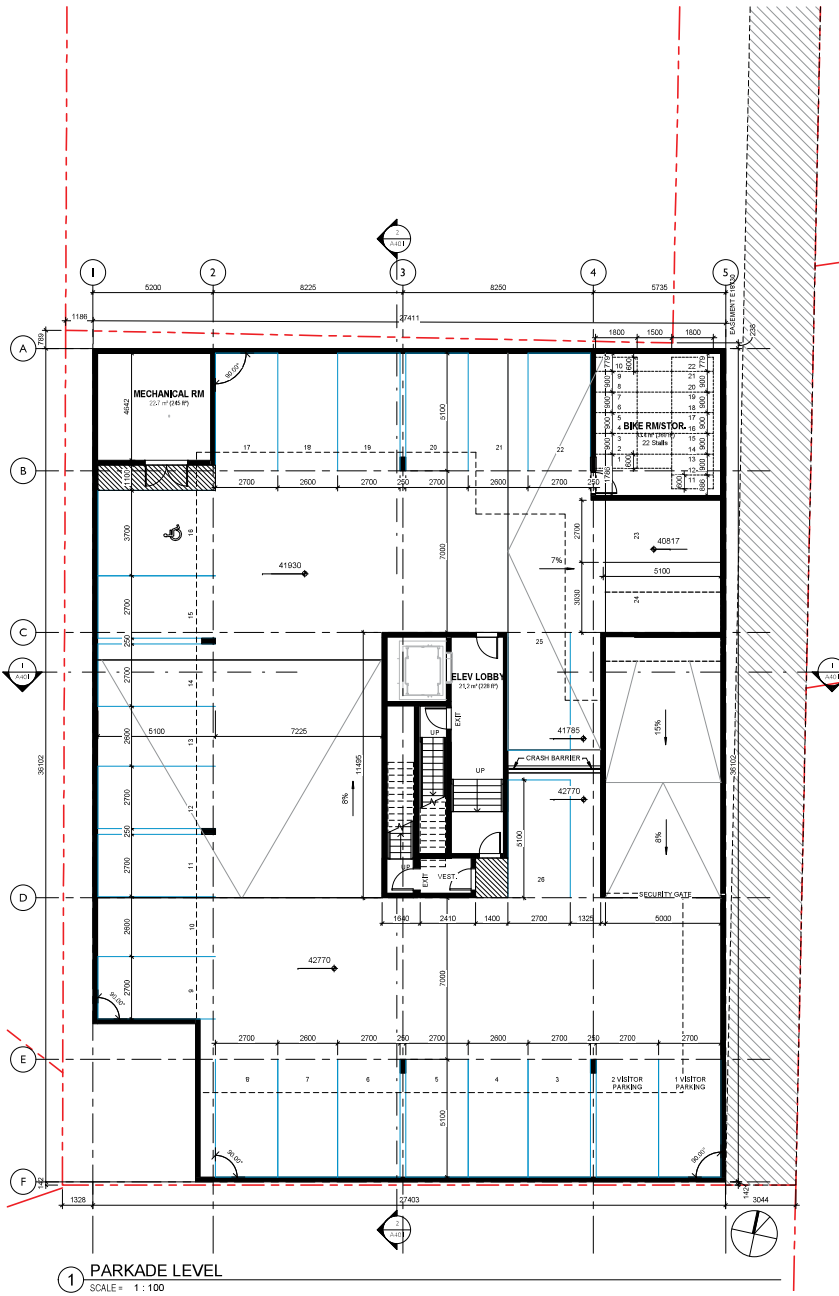
③ SETBACK DIAGRAM
SCALE = 1:150

1.	DP Revision - 2	OCT 19, 2020
2.	DP Revision - 1	SEP 13, 2019
3.	Development Permit Application	OCT 12, 2018

NO.	DESCRIPTION	DATE
1.	DP SUBMISSION REVISION	



Project	
DP SUBMISSION REVISION	
2.3	
LANTERN PROPERTIES LTD	
HADARA APARTMENTS 1475 Fort Street	
Victoria BC	
Date	
APRIL 29, 2021	
Scale	Project #
As indicated	1618
Revision	Sheet #
OCT 19, 2020	A101

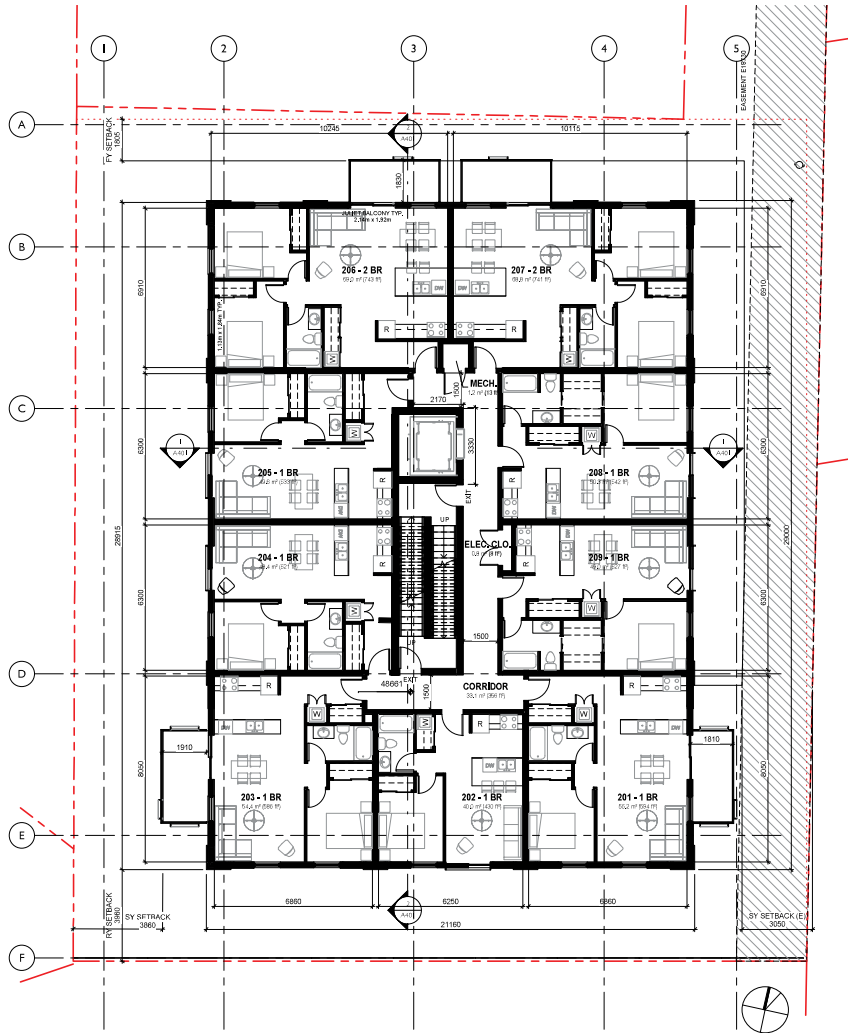


NO.	DESCRIPTION	DATE
1	DP Revision 2.2	28.9.2021
2	DP Revision 2	28.9.2021
3	DP Revision 1	28.9.2021
4	Development Approval Application	28.9.2021

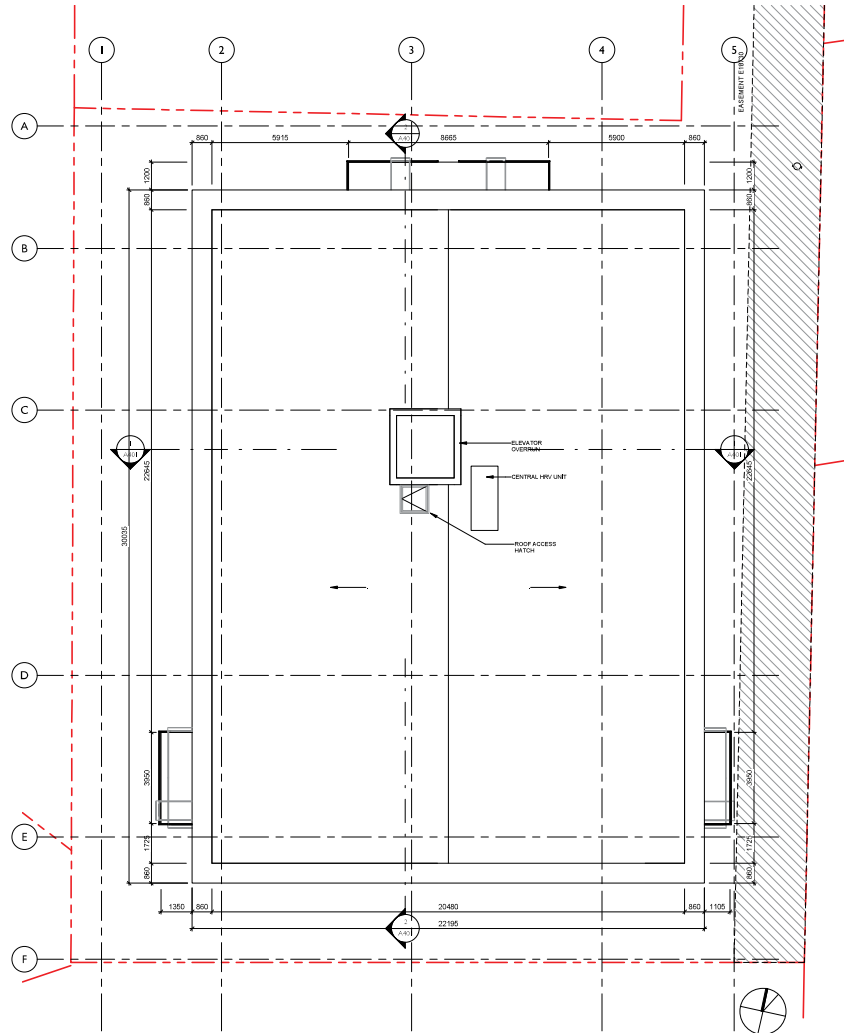


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Project	
DP SUBMISSION REVISION 2.3	
LANTERN PROPERTIES LTD	
HADARA APARTMENTS 1475 Fort Street Victoria BC	
Sheet Name	
FLOOR PLANS	
Date	APRIL 29, 2021
Scale	1 : 100
Project #	1618
Revision	FEB 9, 2021
Sheet #	5
A201	



1 LEVEL 2/3/4 TYPICAL
SCALE = 1 : 100



2 ROOF PLAN
SCALE = 1 : 100

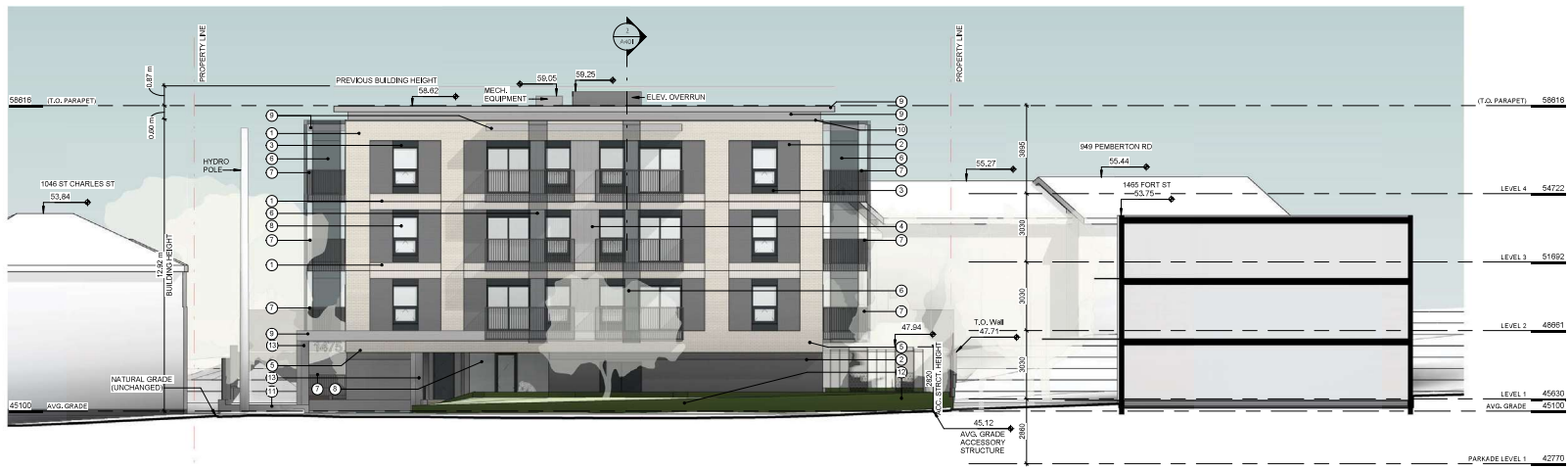
NO.	DESCRIPTION	DATE
1	DP Revision 1	SEPT 13, 2019
2	Developmental Approval	SEPT 13, 2019



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Project	DP SUBMISSION REVISION	2.3
Client	LANTERN PROPERTIES LTD	
Address	HADERA APARTMENTS 1475 Fort Street	
City	Victoria BC	
Sheet Name	FLOOR PLANS	
Date	APRIL 29, 2021	
Scale	1 : 100	1618
Revision	SEPT 13, 2019	2
Sheet #	A202	

4/30/2021 9:22:18 AM



1 NORTH ELEVATION
SCALE = 1 : 100



2 EAST ELEVATION
SCALE = 1 : 100

MATERIALS LIST

- 1 TUMBLER BRICK (LIGHT)
- 2 SMOOTH BRICK (DARK)
- 3 METAL PANEL (DARK GREY)
- 4 PREFINISHED VERTICAL METAL SIDING (GREY)
- 5 TAG CEDAR, SOFFITS (CLEAR FINISH)
- 6 PREFINISHED ALUMINUM PERFORATED SCREENS (DARK GREY)
- 7 PREFINISHED ALUMINUM PICKET (DARK GREY)
- 8 VISION GLASS TYP. (DARK GREY FRAMES)
- 9 PREFINISHED METAL CLAD FASCIA AND SIDING (GREY)
- 10 PREFINISHED METAL CAP FLASHINGS (GREY)
- 11 ARCHITECTURAL CONCRETE
- 12 PREFINISHED ALUMINUM PLANTER (DARK GREEN)
- 13 PREFINISHED METAL CLAD COLUMN (GREY)

1	DP Revision 2	2021.10.20
2	DP Revision 1	2021.10.20
3	DP Revision 1	2021.10.20
4	Developmental Material Application	2021.10.20
NO.	DESCRIPTION	DATE



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Project	
DP SUBMISSION REVISION 2.3	
LANTERN PROPERTIES LTD	
HADARA APARTMENTS 1475 Fort Street Victoria BC	
Sheet Name	
ELEVATIONS	
Date	
APRIL 29, 2021	
Scale	Project #
As indicated	1618
Revision	4
OCT 11, 2020	
Sheet #	A301



1 SOUTH ELEVATION
SCALE = 1:100



2 WEST ELEVATION
SCALE = 1:100

MATERIALS LIST

- ① TUMBLER BRICK (LIGHT)
- ② SMOOTH BRICK (DARK)
- ③ METAL PANEL (DARK GREY)
- ④ PREFINISHED VERTICAL METAL SIDING (GREY)
- ⑤ TAG CEDAR, SOFFITS (CLEAR FINISH)
- ⑥ PREFINISHED ALUMINUM PERFORATED SCREENS (DARK GREY)
- ⑦ PREFINISHED ALUMINUM PICKET (DARK GREY)
- ⑧ VISION GLASS TYP. (DARK GREY FRAMES)
- ⑨ PREFINISHED METAL CLAD FASCIA AND SIDING (GREY)
- ⑩ PREFINISHED METAL CAP FLASHINGS (GREY)
- ⑪ ARCHITECTURAL CONCRETE
- ⑫ PREFINISHED ALUMINUM PLANTER (DARK GREEN)
- ⑬ PREFINISHED METAL CLAD COLUMNS (GREY)

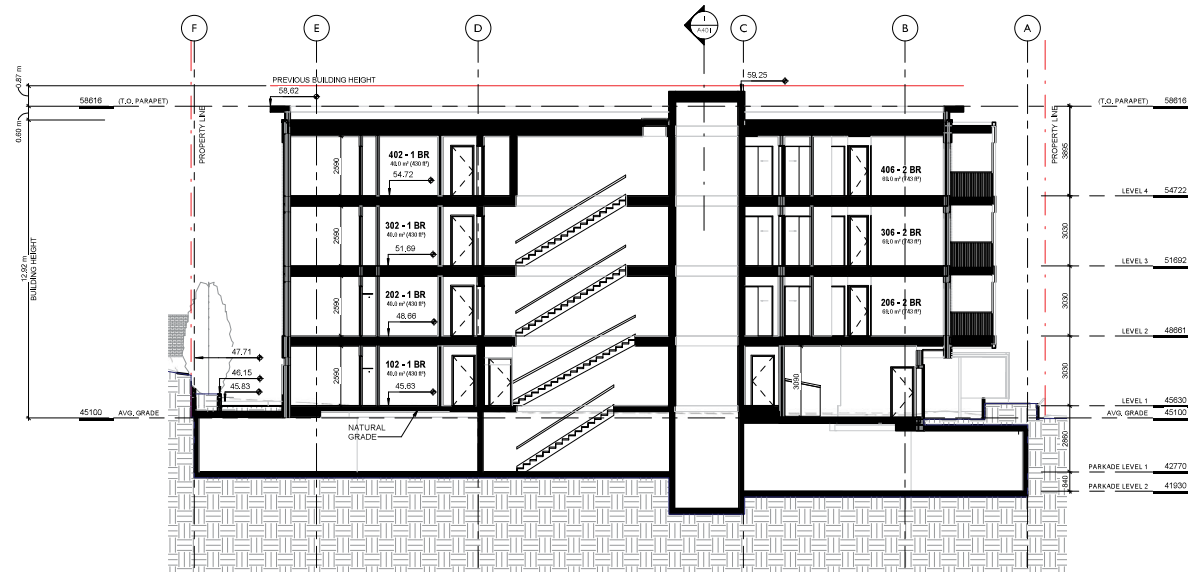
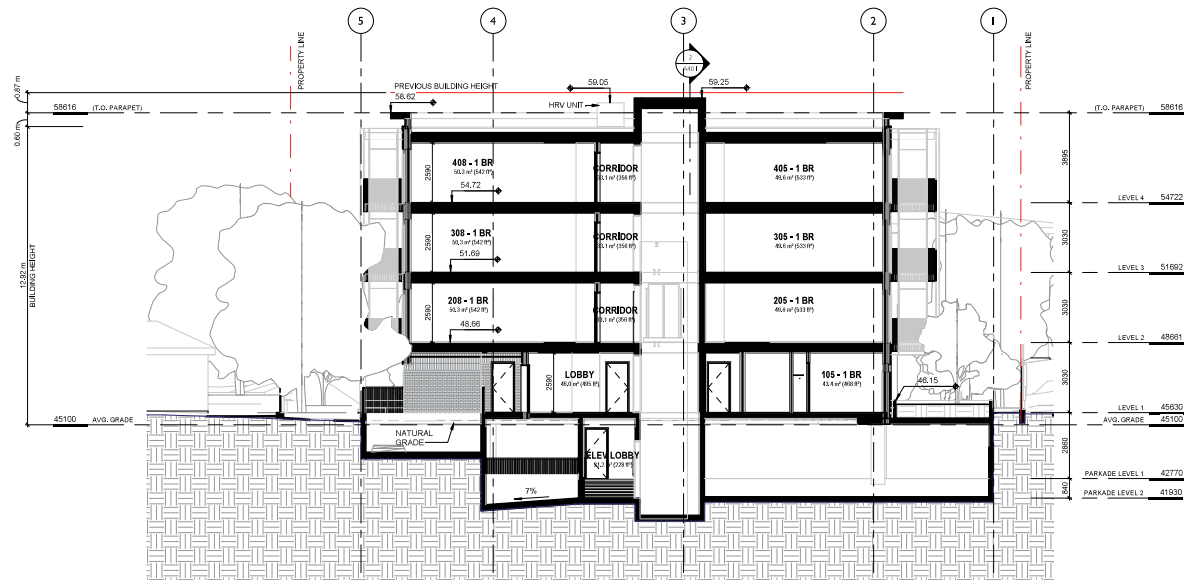
1	DP Revision 2	OCT 18, 2020
2	DP Revision 1	OCT 18, 2020
3	DP Revision 1	OCT 18, 2020
4	Development Material Application	OCT 18, 2020
NO.	DESCRIPTION	DATE



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Project	
DP SUBMISSION REVISION 2.3	
LANTERN PROPERTIES LTD	
HADARA APARTMENTS 1475 Fort Street Victoria BC	
Sheet Name	
ELEVATIONS	
Date	
APRIL 29, 2021	
Scale	Project #
As indicated	1618
Revision	4
OCT 18, 2020	
Sheet #	A302

4/30/2021 9:48 AM



1.	DP Revision 2	OCT 18, 2020
2.	DP Revision 1	SEP 13, 2019
Developmental Approval Application		JUN 12, 2019
NO.	DESCRIPTION	DATE

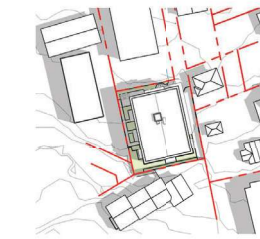


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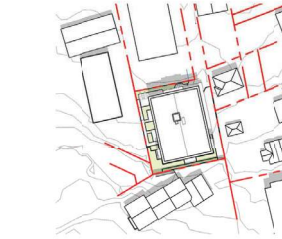
Project	
DP SUBMISSION REVISION	
2.3	
LANTERN PROPERTIES LTD	
HADARA APARTMENTS 1475 Fort Street	
Victoria BC	
Owner Name	
BUILDING + SITE SECTIONS	

Date	
APRIL 29, 2021	
Scale	Project #
1 : 100	I618
Revision	Sheet #
OCT 18, 2020	4
A401	

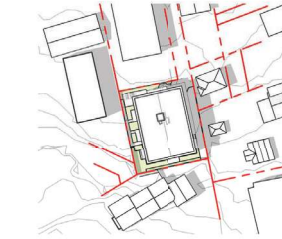
4/30/2021 9:24:15 AM



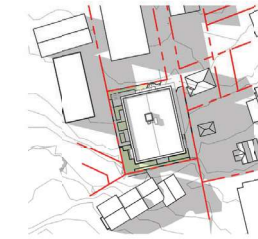
① SUMMER SOLSTICE - 9AM
SCALE = 1 : 1000



② SUMMER SOLSTICE - NOON
SCALE = 1 : 1000



③ SUMMER SOLSTICE - 3PM
SCALE = 1 : 1000



④ SUMMER SOLSTICE - 6PM
SCALE = 1 : 1000



⑤ FALL EQUINOX - 9AM
SCALE = 1 : 1000



⑥ FALL EQUINOX - NOON
SCALE = 1 : 1000



⑦ FALL EQUINOX - 3PM
SCALE = 1 : 1000



⑧ FALL EQUINOX - 6PM
SCALE = 1 : 1000



⑨ WINTER SOLSTICE - 9AM
SCALE = 1 : 1000



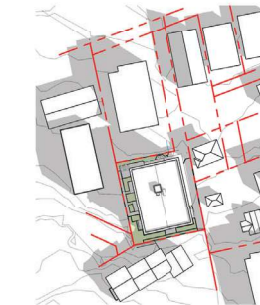
⑩ WINTER SOLSTICE - NOON
SCALE = 1 : 1000



⑪ WINTER SOLSTICE - 3PM
SCALE = 1 : 1000



⑫ WINTER SOLSTICE - 6PM
SCALE = 1 : 1000



⑬ SPRING EQUINOX - 9AM
SCALE = 1 : 1000



⑭ SPRING EQUINOX - NOON
SCALE = 1 : 1000



⑮ SPRING EQUINOX - 3PM
SCALE = 1 : 1000



⑯ SPRING EQUINOX - 6PM
SCALE = 1 : 1000

1.	DP Revision 2	OCT 18, 2020
2.	DP Revision 1	DPF 1.8, 2019
Developer's Approval		2/18/2019
NO.	DESCRIPTION	DATE

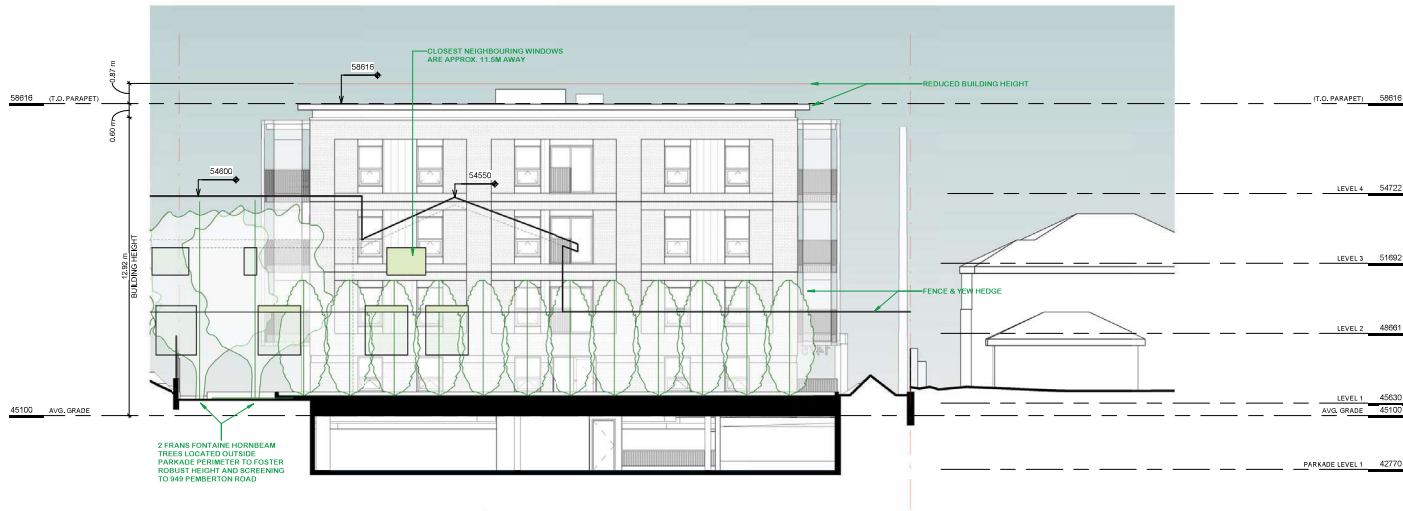


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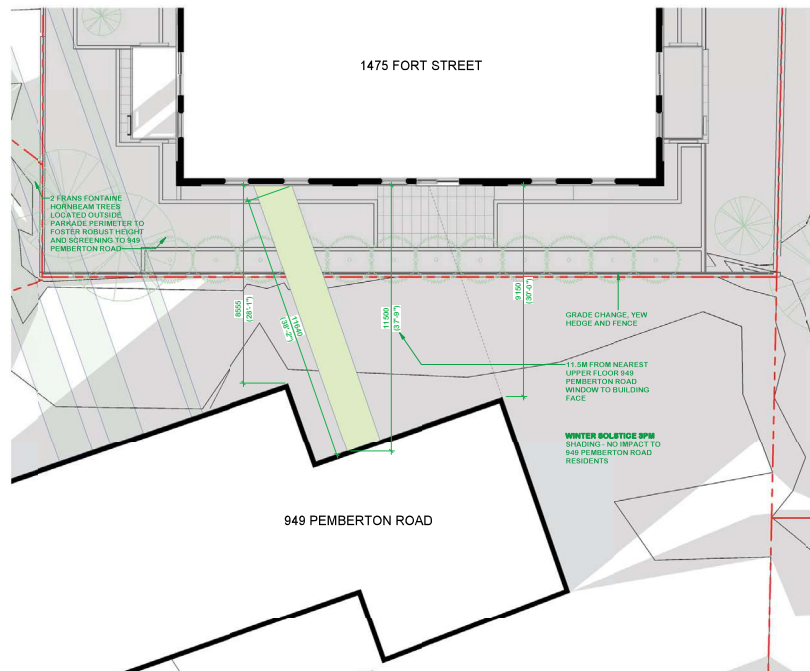
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Project	
DP SUBMISSION REVISION	
2.3	
LANTERN PROPERTIES LTD	
HADERA APARTMENTS 1475 Fort Street	
Victoria BC	
Sheet Name	
SHADOW STUDY	
Date	
APRIL 29, 2021	
Scale	Project #
1 : 1000	1618
Revision	Sheet #
OCT 18, 2020	4
A501	

4/30/2021 9:45:57 AM



① 949 PEMBERTON WINDOW OVERLAY ON SOUTH ELEVATION
SCALE = 1 : 100



② 949 PEMBERTON LEVEL 2 WINDOW OVERLAY
SCALE = 1 : 100



NOTE: 949 PEMBERTON ROAD WINDOW & DOOR LOCATIONS AND SIZES EXTRAPOLATED FROM SITE PHOTOGRAPH ABOVE

NO.	DESCRIPTION	DATE
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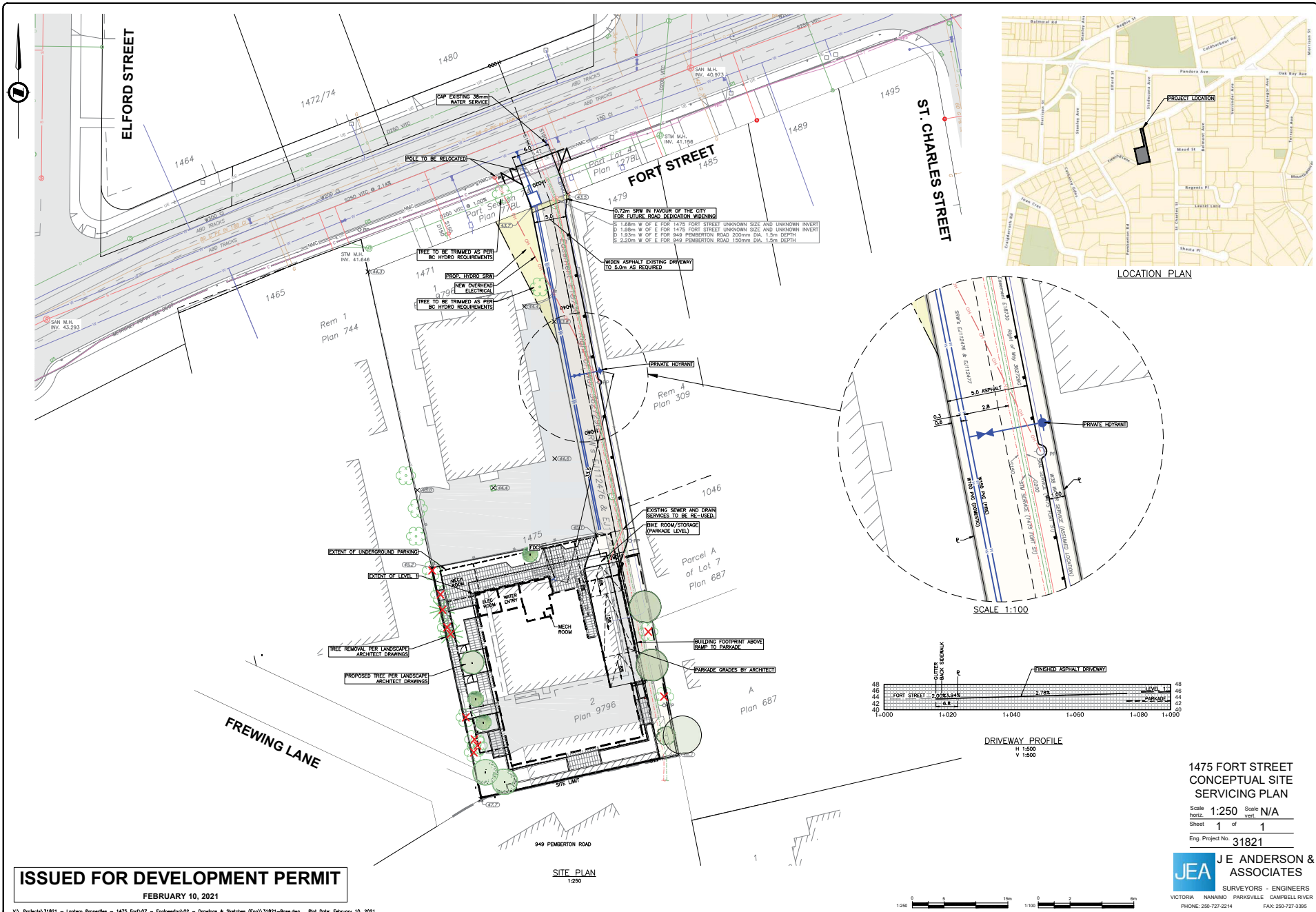


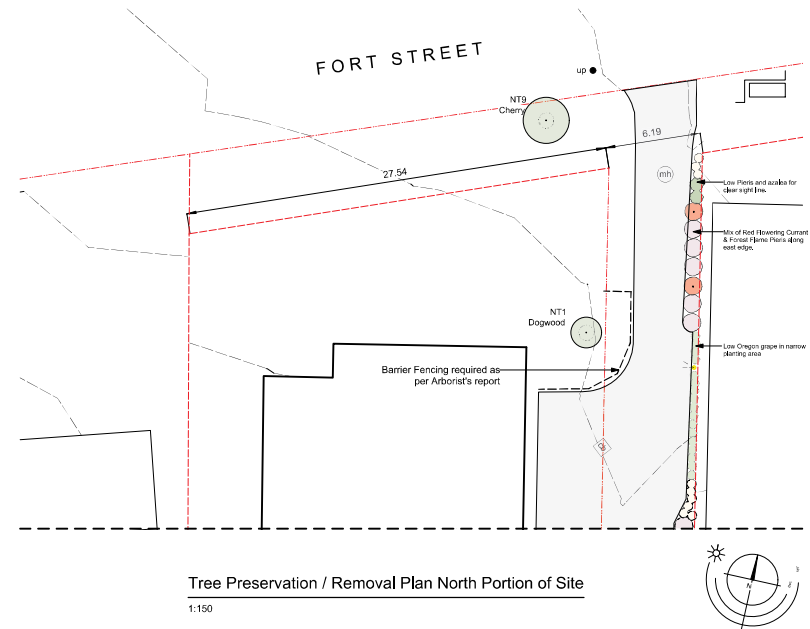
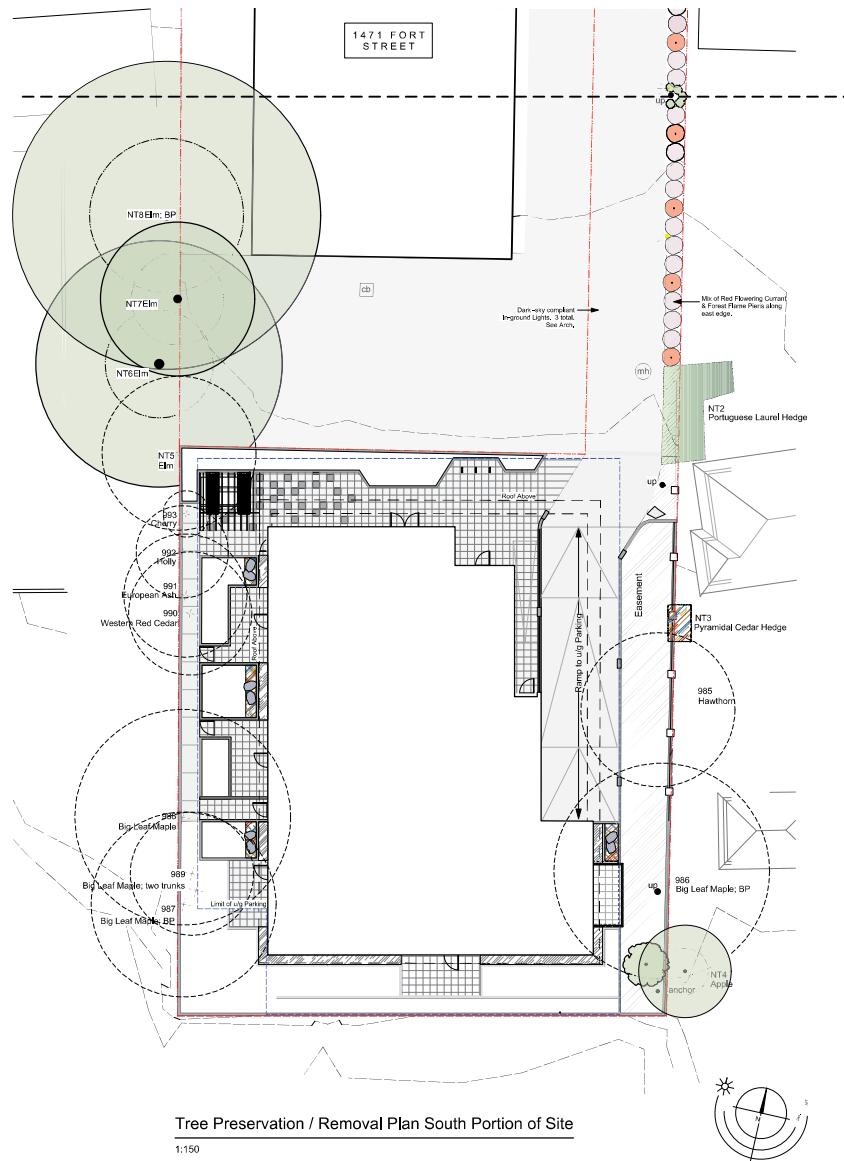
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Project	DP SUBMISSION REVISION 2.3
Client	LANTERN PROPERTIES LTD
Address	HADERA APARTMENTS 1475 Fort Street Victoria BC
Sheet Name	949 PEMBERTON ROAD WINDOW OVERLAY
Date	APRIL 29, 2021
Scale	1 : 100
Project #	1618
Revision	APRIL 29, 2021
Sheet #	6
Sheet #	A502

4/30/2021 9:25:06 AM





Tree Removal Key

- CRZ of Removed Tree (10 total)
- BP By-law Protected (Removing 2; both on-site)
- CRZ of Retained Tree
- Tree ID as per Arborist's Report
- Canopy of Retained Tree

Project Consulting Arborist is Graham Mackenzie at **Talbot Mackenzie and Associates**
Contact: 250-479-8733 Email: tmreehelp@gmail.com

Tree Replacement Summary:

- 1) Two by-law protected trees, #986 and #987, are being removed (as per Arborist report). Four trees are required to replace the 2 by-law protected trees (2:1 replacement), they are identified on the Landscape Concept Plan.
- 2) Eight non-by-law protected trees are being removed and replaced with 8 new trees.
- 3) One By-law protected tree, NT8, is being retained as per Arborist report.
- 4) Twelve new trees are proposed for this project (including Replacement Trees).
- 5) The following work to be supervised by the project Arborist:
Locating barrier (tree protection) fencing, locating work zones, supervising excavation within critical root zones of trees to be retained, and reviewing and advising of any pruning requirements for machine clearances.
Arborist to also review the arborist report with the site supervisor, prior to beginning work on site.

Rev D 210208 Trees revised in response to adjusted u/g parking
Rev C 201215 Notes around replacement trees revised.
Rev B 201008 Planting revised to suit adjusted architecture, & in response to community comments.
Rev A 190906 Planting revised to suit adjusted architecture, & extended to Fort St. Tree Preservation Plan added

1475 Fort St. - Tree Preservation Plan

**F.1.a.d 1475 Fort Street: Update on Development Permit with
Variances Application No. 00120 (Rockland)**

Moved By Councillor Potts
Seconded By Councillor Alto

That, subject to the preparation and execution of the following legal agreements in a form satisfactory to the City Solicitor:

- a. A Housing Agreement to secure rental tenure of the dwelling units in perpetuity while allowing all or a portion of the dwelling units to be leased to a third party housing provider for non-market housing, to the satisfaction of the Director of Sustainable Planning and Community Development
- b. A Section 219 covenant to ensure that the dwelling units are not strata titled, to the satisfaction of the Director of Sustainable Planning and Community Development
- c. A section 219 covenant to secure a Statutory Right-of-Way of 0.72m along Fort Street, to the satisfaction of the Director of Engineering and Public Works.
- d. An agreement to secure sixteen car share memberships, to the satisfaction of the Director of Engineering and Public Works

That Council, after giving notice and allowing an opportunity for public comment at a meeting of Council, consider the following motion:

“That Council authorize the issuance of Development Permit with Variance Application No. 00120 for 1475 Fort Street, in accordance with:

1. Plans date stamped October 19, 2020
2. Development meeting all Zoning Regulation Bylaw requirements, except for the following variances:
 - i. reduce the vehicle parking from 45 stalls to 26 stalls;
 - ii. reduce the visitor parking from 3 stalls to 2 stalls;
 - iii. increase the building height from 12 metres to 12.92 metres;
 - iv. reduce the front setback from 10.5 metres to 1.81 metres (entrance canopy) and 3.53 metres (building);
 - v. reduce the rear setback from 6.46 metres to 3.96 metres;
 - vi. reduce the east side yard setback from 6.46 metres to 3.05 metres (balconies and entrance canopy) and 4.93 metres (building);
 - vii. reduce the west side yard setback from 6.46 metres to 3.86 metres (balconies) and 5.75 metres (building);
 - viii. increase the site coverage from 40 percent to 47 percent;
 - ix. allow for an accessory structure to be located in the front yard rather than the rear yard.

3. Final plans generally in accordance with the plans date stamped October 19, 2020 with the following revisions:
 - i. changes to the panhandle driveway to comply with the Highway Access Bylaw and BC Building Code requirements, to the satisfaction of the Director of Engineering and Public Works
 - ii. Relabel the proposed bylaw replacement trees to ensure replacement trees are provided on site, to the satisfaction of the Director of Parks, Recreation and Facilities
4. The Development Permit lapsing two years from the date of this resolution.”

Motion to refer:

Moved By Councillor Isitt

Seconded By Councillor Dubow

That this matter be referred to staff to work with the applicant to address concerns around privacy and tree removal.

Council discussed the following:

- *Input recent received from the public*
- *Rental applications in the city*

FOR (4): Councillor Thornton-Joe, Councillor Dubow, Councillor Isitt, Councillor Young

OPPOSED (5): Mayor Helps, Councillor Alto, Councillor Andrew, Councillor Potts, Councillor Loveday

DEFEATED (4 to 5)

On the main motion:

FOR (6): Mayor Helps, Councillor Alto, Councillor Andrew, Councillor Dubow, Councillor Potts, Councillor Loveday

OPPOSED (3): Councillor Thornton-Joe, Councillor Isitt, Councillor Young

CARRIED (6 to 3)