

February 8, 2017

Terry Gagne  
Operations Manager  
North Park Manor Society

Dear Terry Gagne,

RE: Waiving of CALUC meeting for North Park Manor rezoning

We understand that North Park Manor is making an application to rezone parcels at 875 & 855 North Park Street as part of an application to do interior renovations. Our understanding is that the rezoning is consistent with the City's policy to cancel Land Use Contracts (LUC), and establish a suitable site-specific zone at opportunities such as this. We also understand that site requirements for the new zone will be consistent with the current LUC, specifically, permitted uses, density, height, site coverage, etc.

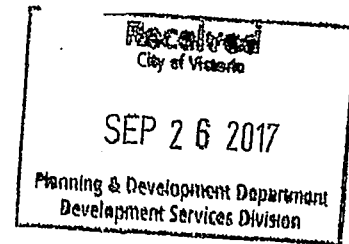
The North Park Land Use Committee is in favour of waiving the CALUC meeting typically required as part of a rezoning application because of the procedural nature of the application, and because the new zoning requirements will be unchanged from the existing LUC.

Yours truly,

Pam Hartling, NPNA Director and LUC Co-Chair  
Chris Fleming, NPNA Director and LUC Co-Chair

cc. Leanne Taylor, Development Planner

875 & 877 North Park Street, Victoria, BC, V8W 3B8  
Parking Variance Rationale



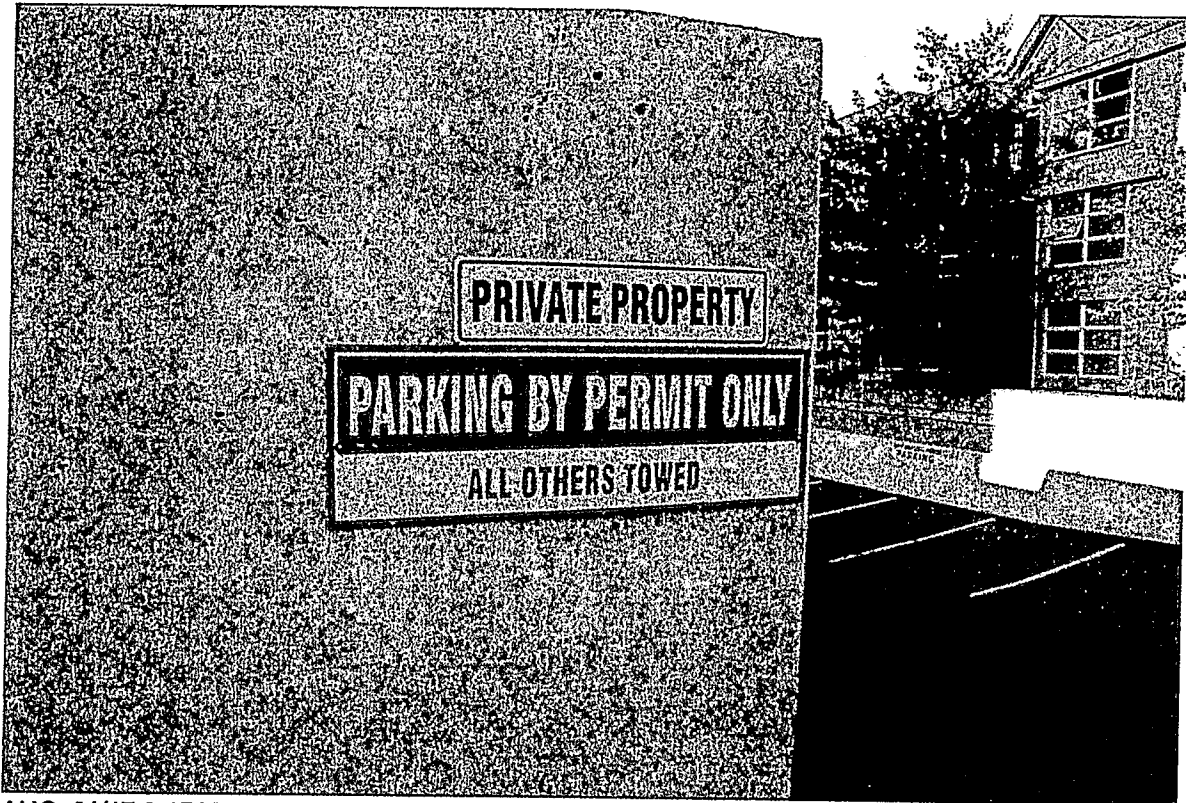
Background:

- 1) The site is divided into 3 Strata sites that include the First Baptist Church, North Park Manor and a Common Area.
- 2) The Manor, which provides 158 subsidized affordable rental housing units for low income seniors and the underground parking (below the Manor) were constructed in 1973/1974, the (redesigned) Church in 1974. A Common Room was added to the Manor in 1984 and the exit ramp from the U/G parking was modified.
- 3) The existing buildings (Manor, Parking and Church) were approved under the Land Use Contract B48077 (dated May 1973), which required 55 parking stalls on site. There are currently 20 existing parking stalls on the surface and 35 on 3 levels of secured U/G structure.
- 4) However, the Site parking was re-stripped and the angle changed to achieve 20 stalls. It does not meet the current Schedule 'C' dimensions for aisle width. The original approved drawings indicated surface parking of 17 stalls. The surface parking will have to be returned to its original configuration. As a result, the total parking count on site will be 52 stalls. Note that the original approved U/G parking would have had 38 stalls, however 3 stalls were lost when the exit ramp was re-configured and the a much-needed bike storage area was installed in place of the parking stalls.
- 5) North Park Manor Society is applying to discharge the existing Land Use Contact registered on title, which regulates the maximum number of residential units permitted in the building, and rezone the subject property to a new zone in order to convert the existing underutilized Common Room into three affordable rental bachelor units.
- 6) A Development Permit with a Parking Variance is concurrently being applied for.
- 7) Under the current site zoning (R3-C), the existing surface parking, Common room and Church are within the required 6.0m side yard setback along North Park St. (Note that Quadra is the site front yard).
- 8) Of the current 20 surface parking stalls, 19 are designated for the Church and used from 11:00 am to 2:00 pm on Sundays and by trades people & visitors to the Manor on weekdays. Once the re-stripping occurs, 17 will be designated to the Church.
- 9) The 35 U/G parking stalls are assigned to residents. All have been assigned. In the past no rent is charged for these stalls. 18 of the newer tenants are now charged \$25.00/month for their parking stalls. Only a few of the vehicles are frequently used, and several appear to be stored. Note that many of the residents live on very low incomes and cannot afford to insure, operate or buy vehicles.
- 10) There are also 4 City permitted street parking stalls available to the residents; to date 3 have been utilized by residents who prefers site parking to U/G parking.
- 11) There is 1 loading area on level B2 in the U/G, adjacent the elevator core. A 2<sup>nd</sup> loading area, with a City permit, is located on North Park Street adjacent the building entry.
- 12) There is an area for potentially 10 scooter spaces with charging outlets on Level B4 in the secured U/G.

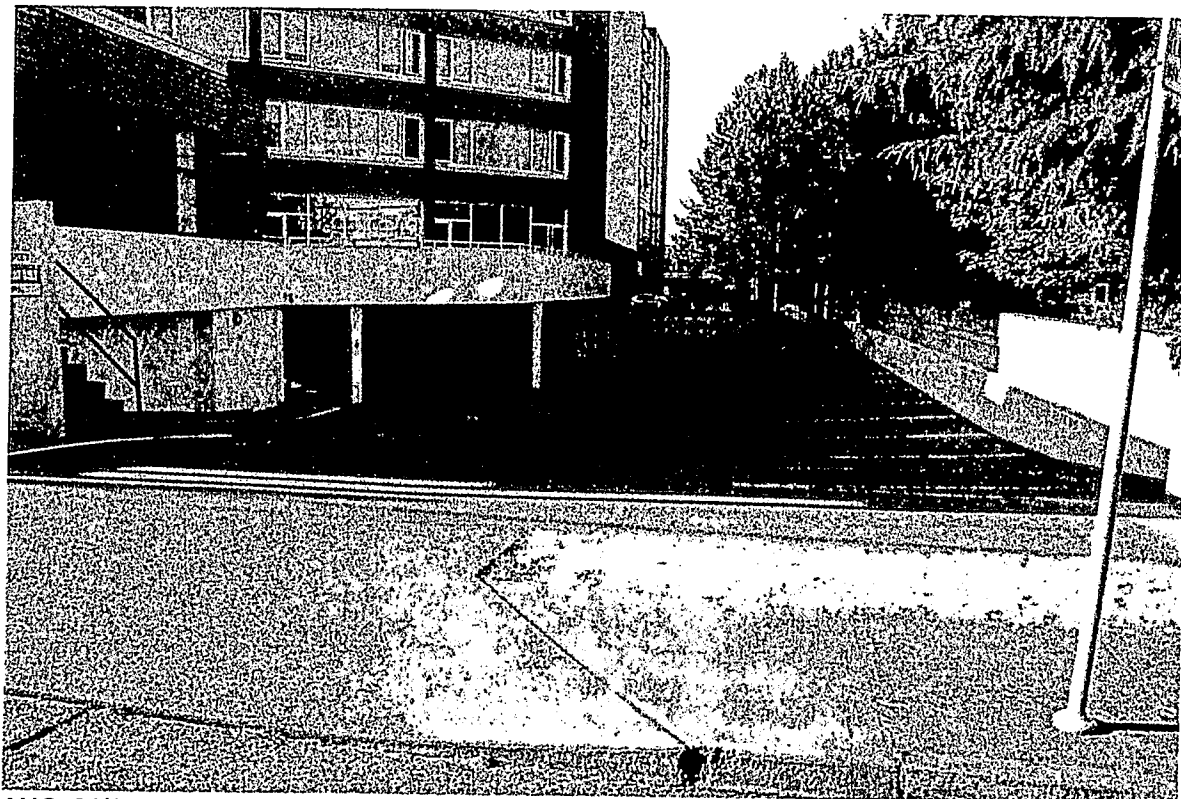
- 13) There are potentially 30 bike (horizontal) spaces in a secured caged area, adjacent the exit ramp on Level-B2 in the U/G.
- 14) Under Schedule 'C' the parking and bike parking bylaw requires the following;
- a. The Manor (in its location for Seniors Housing) = .35 spaces/unit or (158 existing + 3 new = 161 units x .35 = 56.35 stalls) 57 stalls.
  - b. The Church = 1 space/9.5m<sup>2</sup> of Sanctuary area or (261m<sup>2</sup> / 9.5m<sup>2</sup> = 27.47 stalls) = 28 stalls, which is > the calculation by Sanctuary seating length.
  - c. The Manor bike parking = 1/unit x 161 = 161 bike stalls (based on multiple dwelling units, not on Senior's use)

**Conclusion:**

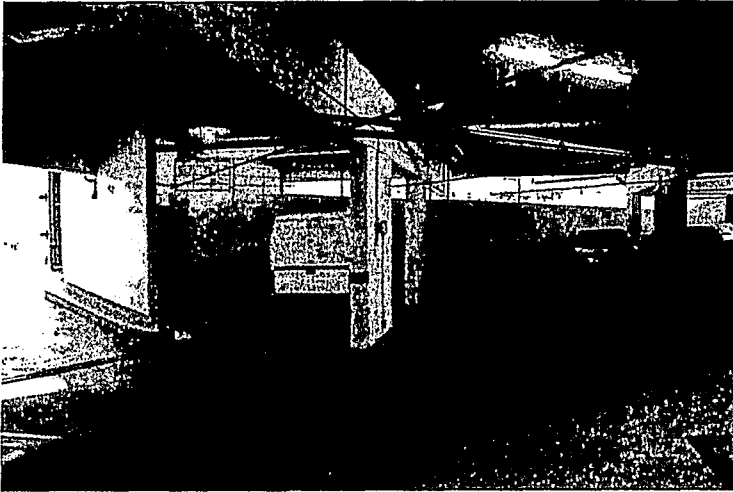
After re-configuring the Site parking, there will be 35 U/G stalls on site and 4 City permitted stall for residents with an additional 17 stalls available to the residents (except on Sundays from 11:00 am to 2:00 pm), which totals 56 parking stalls. As well there are 30 bikes spaces and 10 scooter stalls. Given the low use of vehicles and bikes, and the reduced mobility of a Seniors low income residential population, we are asking that this Variance for Parking be approved within the process of rezoning the property from a LUC to a site-specific zone.



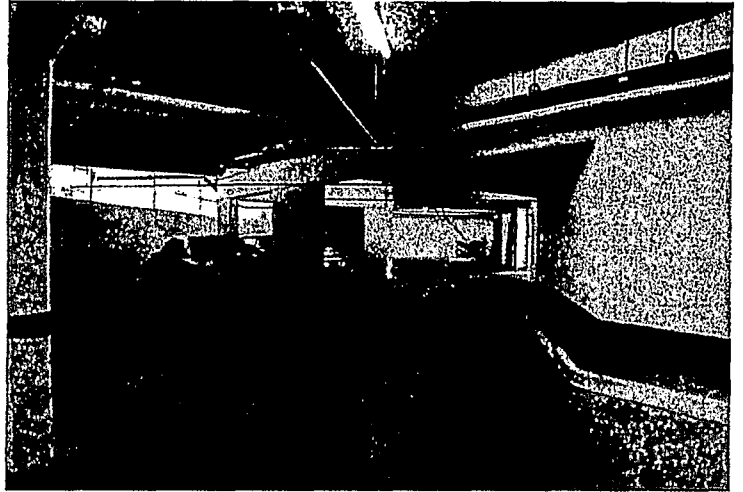
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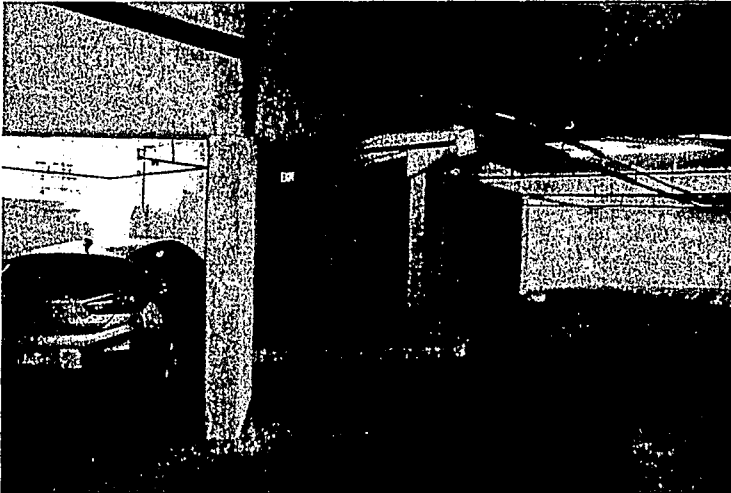
AUG. 01/17 8:15AM LEVEL B-1 (SITE PARKING)



AUG. 01/17 6:30PM LEVEL B-2 (ENTRY GATE)



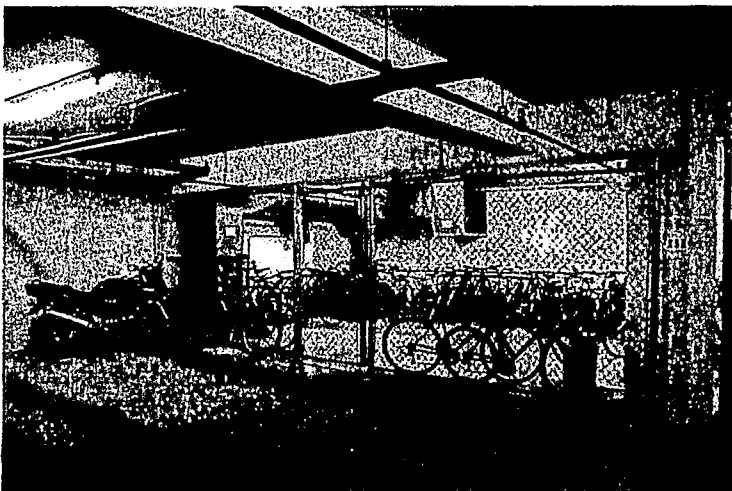
AUG. 01/17 6:30PM LEVEL B-2



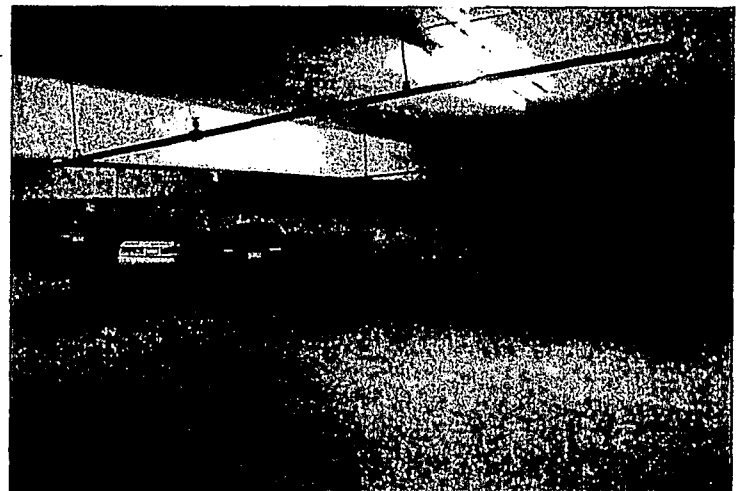
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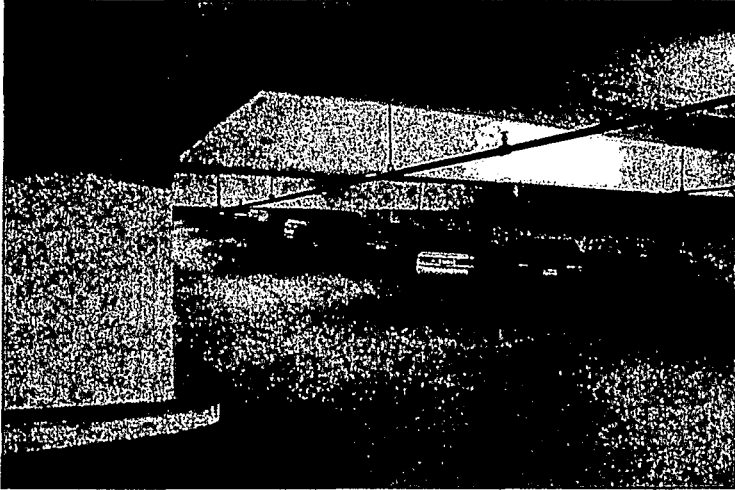
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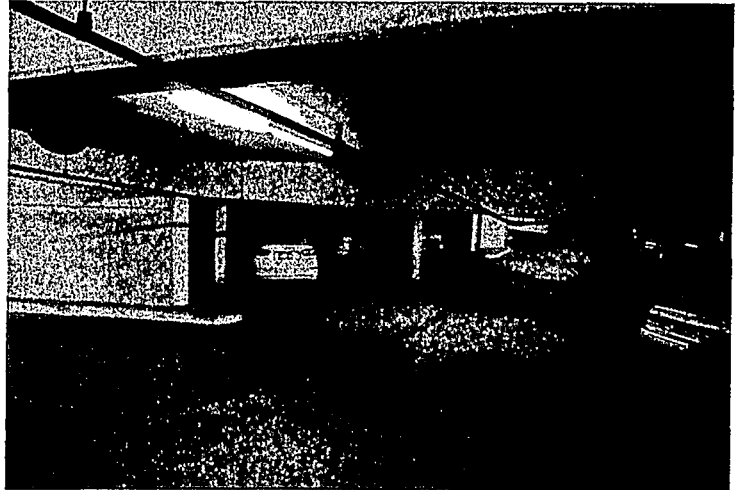
AUG. 01/17 6:30PM LEVEL B-2 (BIKE STORAGE)



AUG. 01/17 6:30PM LEVEL B-3



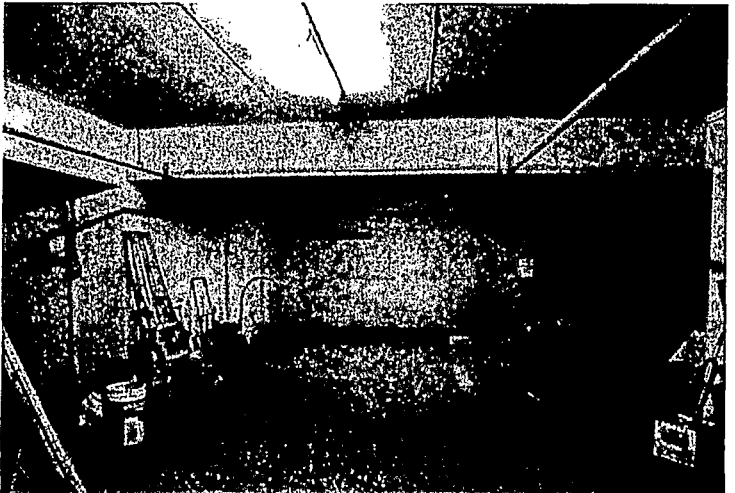
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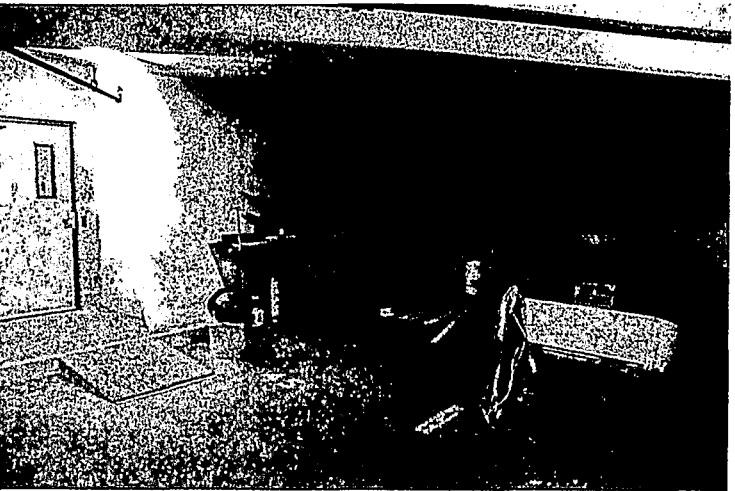
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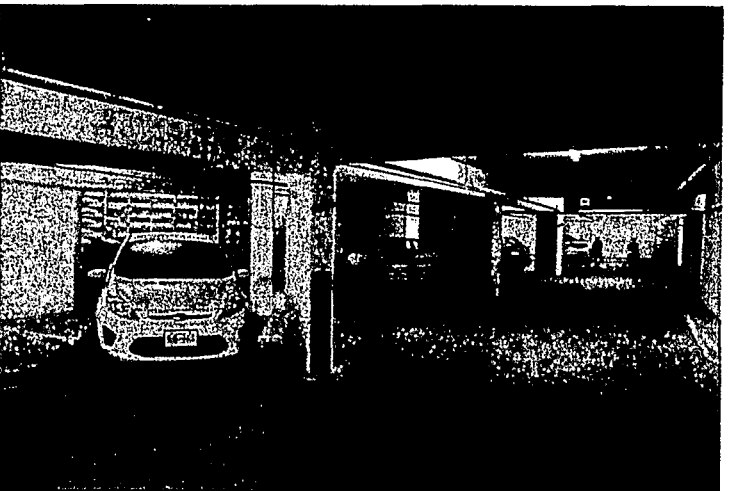
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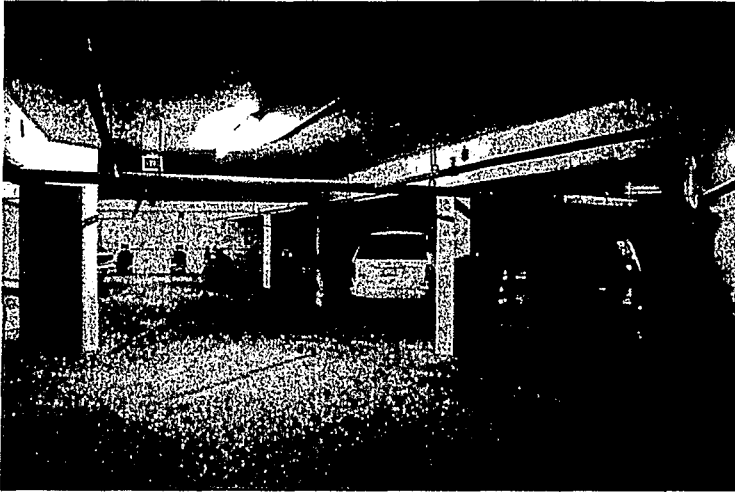
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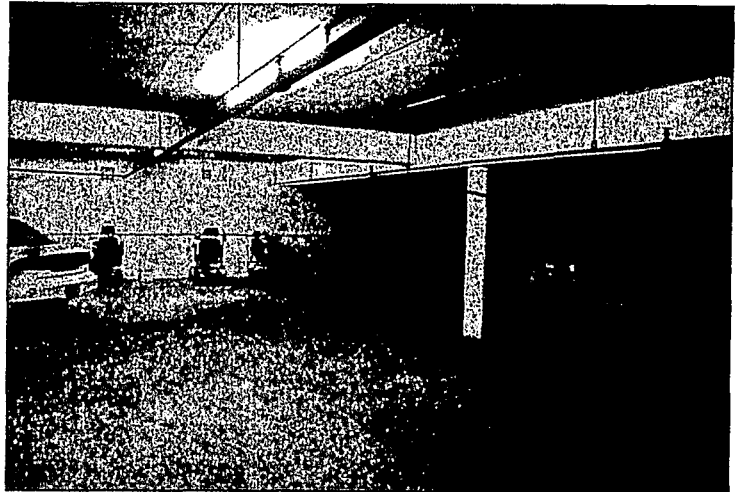
AUG. 01/17 6:30PM LEVEL B-4



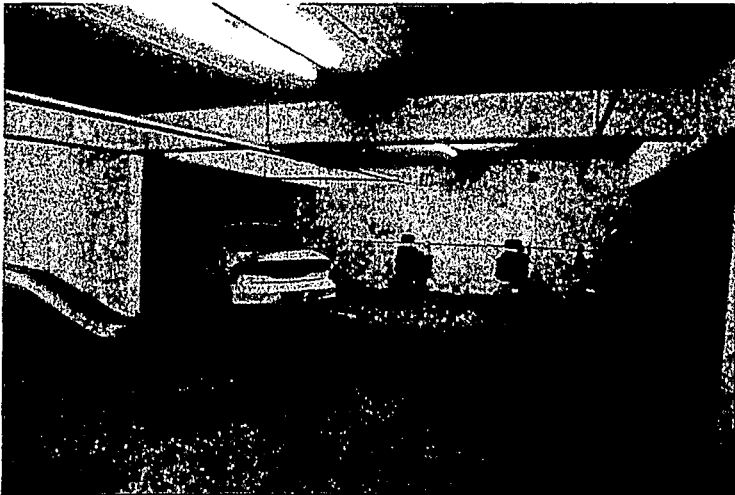
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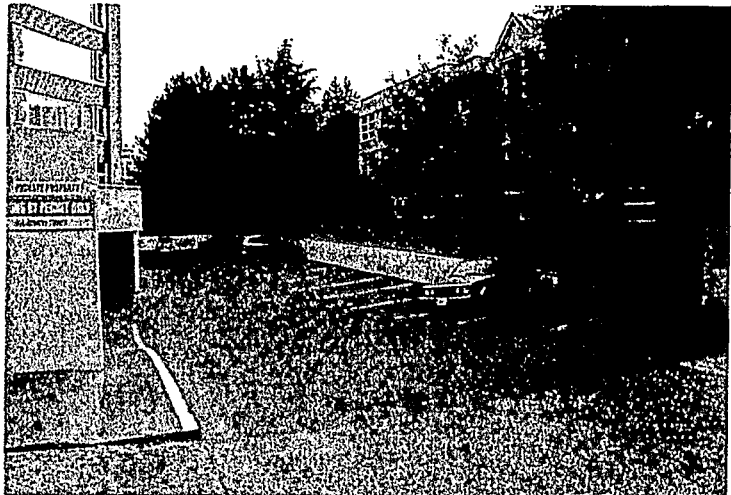
AUG. 01/17 6:30PM LEVEL B-4



AUG. 01/17 6:30PM LEVEL B-4 (SCOOTER STALLS)



AUG. 01/17 6:30PM LEVEL B-4 (SCOOTER STALLS)



AUG. 01/17 6:30PM LEVEL B-1 (SITE PARKING)



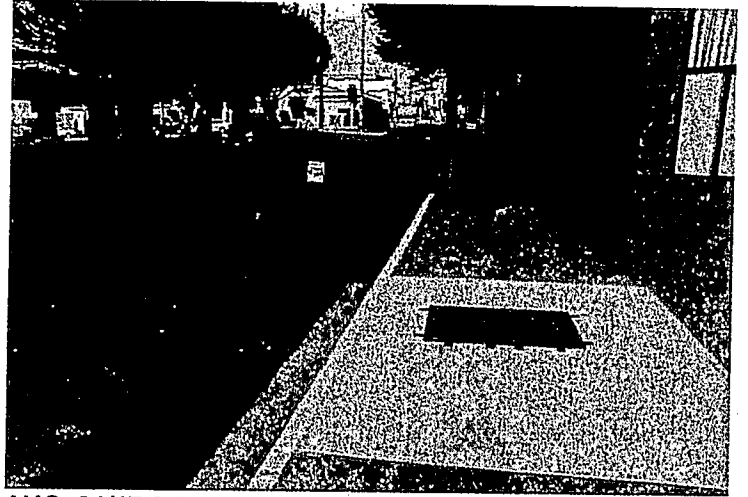
AUG. 01/17 6:30PM LEVEL B-1 (SITE PARKING)



AUG. 01/17 6:30PM SITE PARKING, STREET ENTRY



AUG. 01/17 6:30PM U/G PARKING EXIT TO STREET



AUG. 01/17 6:30PM PERMITTED STREET LOADING STALL



THIS LAND USE CONTRACT made in triplicate the 15<sup>th</sup>  
day of May, A. D. 1973.

BETWEEN:

THE CORPORATION OF THE CITY OF VICTORIA,  
a body constituted under the laws of the  
Province of British Columbia  
(hereinafter called "the Corporation")

OF THE ONE PART

- AND -

THE NORTH PARK MANOR SOCIETY,  
a society duly incorporated as such under  
the "Societies Act" of the Province of  
British Columbia and having its registered  
office at 1600 Quadra Street, in the City of  
Victoria in the said Province  
(hereinafter called "the Owner")

OF THE OTHER PART

WHEREAS it is provided by Subsection (2) of Section  
702A of the "Municipal Act", R.S.B.C. 1960, cap. 255, as enacted  
by S.B.C. 1971, cap. 38, that a municipal council may by by-law  
amend a zoning by-law to designate areas of land within a zone  
as Development Areas;

AND WHEREAS the lands hereinafter described lie  
within a C-2 Zone (Commercial Districts) as defined and  
delineated by By-law Number 4382, being a By-law of the  
Corporation cited as the "Zoning By-law, 1956", and the Municipal  
Council of the Corporation has, by By-law Number 6441 cited as  
the "Zoning By-law, 1956, Amendment By-law (No. 309), 1973",  
amended the said By-law Number 4382 to designate an area of  
land within the said zone as a Development Area;

AND WHEREAS the aforesaid lands are situate within  
the area of land so designated;

AND WHEREAS it is provided by Subsection (3) of the  
aforesaid Section 702A of the "Municipal Act", as amended by  
S.B.C. 1972, cap. 36, that upon the application of an owner

DATE May 31 1973  
NATURE OF INTEREST Land Use Contract  
DECLARED VALUE Nil  
DISPOSITION OF C.T.  
PLEASE MERGE

APPLICANT W. Lee M. Smith  
AS SOLICITORS/AGENTS FOR  
T. P. O'GRADY  
BARRISTERS & SOLICITORS  
1 CENTENNIAL SQUARE  
VICTORIA, B.C.  
PHONE 386-2743

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of land within a Development Area, or his agent, a municipal council may by by-law, notwithstanding any by-law of the municipality or Section 712 or 713 of the "Municipal Act", enter into a Land Use Contract containing such terms and conditions for the use and development of the land as may be mutually agreed upon and that thereafter the use and development of the land shall, notwithstanding any by-law of the municipality, or the said Sections 712 and 713, be in accordance with the Land Use Contract;

AND WHEREAS the Society is the registered owner of the fee simple absolute in possession in and to the said lands and is registered as such in the Land Registry Office in the City of Victoria in the Province of British Columbia;

AND WHEREAS the Society has applied to the Municipal Council of the Corporation for this Land Use Contract;

AND WHEREAS it is provided by Subsection (4) of the said Section 702A of the "Municipal Act" that a Land Use Contract entered into as aforesaid shall have the force and effect of a restrictive covenant running with the land and shall be registered in the Land Registry Office by the municipality;

AND WHEREAS this Land Use Contract is to be registered in the aforesaid Land Registry Office as a first charge against the said lands;

AND WHEREAS it is provided by Subsection (6) of the said Section 702A of the "Municipal Act" that a municipal council shall not enter into a Land Use Contract until it has held a public hearing, notice of which shall have been published in the manner prescribed in Subsection (1) of Section 703 of the "Municipal Act" and except upon the affirmative vote of at least two-thirds of all members of the Council;

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AND WHEREAS the Municipal Council of the Corporation has held a public hearing with respect to the matter of this Land Use Contract, notice whereof was published in the manner prescribed in Subsection (1) of the aforesaid Section 703 of the "Municipal Act";

AND WHEREAS this Land Use Contract and the entering into of the same by the Corporation have been duly authorized by By-law Number 6479, cited as the "North Park Manor Land Use Contract Authorization By-law, 1973" which by-law was adopted by an affirmative vote of at least two-thirds of all the members of the Municipal Council of the Corporation:

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants hereinafter contained and set forth the parties hereto covenant and agree, each with the other as follows:

A. The Owner covenants and agrees with the Corporation that

(1) The lands described in Schedule "A" hereto (hereinafter called "the said lands") shall not for the period of fifty years next ensuing after the date of execution hereof be used except for the construction, reconstruction, erection and maintenance thereon of the building shown and described on the annexed drawings (hereinafter called "the said drawings") and for the use and enjoyment of the said building for the several purposes shown on or indicated by the said drawings which drawings are entitled "North Park Manor" numbered P-1 to P-5, both inclusive, P-5A, P-6 to P-11, both inclusive, 11-A, 11-B, 11-C and 11-D, and initialed for identification by the Clerk of the Corporation and without restricting the generality

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of the foregoing, the said building shall not be constructed, reconstructed, erected or maintained except in the position and in the manner shown on or indicated by the said drawings PROVIDED that if during the course of construction or erection of the said building it shall be made to appear to the Municipal Council for the time being of the Corporation that it is expedient or desirable in the interests of both the public and the Owner that minor departures from the said Drawings having no substantial effect upon the essential nature or character of the said building should be permitted in order to meet the requirements of generally accepted design and engineering standards or practices, or to comply with building or fire regulations or with any other requirements of a duly authorized authority, the said Municipal Council may in its absolute discretion permit such departures and PROVIDED further that the Owner shall be at liberty without any further or other consent or approval to effect such changes in the design of the roof of the sanctuary of the church comprised in the said building as may be desirable or expedient for the purpose of improving the acoustics of the said church.

(2) Notwithstanding Clause (1) of this paragraph, no portion or portions of the said building or of the lands surrounding the same shall be used or suffered or permitted to be used except for the purpose or purposes indicated in respect of such portion or portions on the said drawings PROVIDED that notwithstanding any word or words used on

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the said drawings to describe any such purpose or purposes, neither the said building nor any portion or portions thereof or of the said lands surrounding the same shall be used or permitted or suffered to be used except as and for

(a) a church for the public worship of God including church office, pastor's study and other facilities customarily incidental or ancillary to such use,

(b) a church hall including classrooms for religious instruction and other facilities customarily incidental or ancillary to such use,

(c) dwelling accommodation for elderly persons including a caretakers suite and not more than three (3) invalid suites, and

(d) the provision of space for the parking of automobiles in connection with the foregoing uses.

(3) Save only for lounges, hallways, lobbies, stairways, elevators, storage rooms and similar facilities and amenities to be used and enjoyed in common by the persons resident in the said building, the dwelling accommodation shown on the said drawings shall be comprised entirely of self-contained dwelling units as defined by the aforesaid "Zoning By-law, 1956" which said dwelling units shall not exceed one hundred fifty-seven (157) in number nor in any instance have a floor area of less than three hundred seventeen (317) square feet reckoned inclusively of the balcony thereof in each case.

(4) There shall be provided and maintained at all times on the said lands no fewer parking units than the number shown on the said drawings but so that in

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any event the total number of parking units to be provided and maintained within or immediately adjacent to the said building shall not be fewer than fifty-five (55) all of which shall be provided and maintained substantially in the manner and at the places shown on the said drawings and for the purposes of this clause the term "parking unit" shall bear the same meaning as it bears in the aforesaid "Zoning By-law, 1956".

(5) (a) Subject to strikes, lockouts, riots, insurrection and acts of God and the Queen's enemies, the work of construction of the said building shall be commenced within the period of three (3) years next ensuing after the date of execution of this Land Use Contract and shall be substantially completed within the period of five (5) years from the same date as evidenced in each case by the Certificate in writing of the City Engineer for the time being of the Corporation PROVIDED that the City Engineer shall not issue his Certificate as to the commencement of the said work unless and until he shall have been satisfied by such evidence as he in his absolute discretion shall deem sufficient that there has been expended upon labour and materials performed on or delivered to the said lands in the course of carrying out the said work, a sum equal to not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) in lawful money of Canada, exclusive of architects and engineers fees

(b) upon default in the commencement of the said work in the manner and within the aforesaid period of three (3) years, this Land Use Contract shall thereupon lapse and be of no further force or effect;

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either in law or equity, and the Owner shall at its own entire cost and expense forthwith remove any and all works, plant, equipment and materials theretofore constructed or brought upon the said lands by the Owner, its servants or agents and shall restore the said lands as nearly as may be to the condition in which the same were at the date of execution of this Land Use Contract

(c) upon default by the Owner in substantially completing all of the said work within the aforesaid period of five (5) years, this Land Use Contract shall thereupon lapse and be of no further force or effect, either in law or equity, in relation to any and all parts of the said work which have not theretofore been substantially completed and which in the opinion of the aforesaid City Engineer (whose decision shall be final) need not be completed in order that the then completed part or parts of the work shall provide a good and sufficient building and no work shall thereafter be undertaken or performed or carried out on the said lands unless the written consent of the Municipal Council for the time being of the Corporation shall have been first had and obtained but this Land Use Contract shall otherwise remain in full force and effect to the intent that the Owner, its successors and assigns shall be thereby bound in relation to any and all parts of the said building then substantially completed in the same manner and to the same extent as if there had been no such default as aforesaid.

(6) The said lands shall not hereafter be subdivided without the consent in writing of the Corporation

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being first had and obtained but this clause shall not be construed so as to require the consent of the Corporation to the registration pursuant to the "Strata Titles Act", S.B.C., 1966, cap. 46, of a Strata Plan affecting the said lands.

(7) The covenants on the part of the Owner in these presents contained and set forth shall be binding upon and run with the said lands and every part thereof and shall enure to the benefit of and be enforceable by the Corporation, its successors and assigns.

B. The Corporation covenants and agrees with the Owner that notwithstanding anything to the contrary contained in the aforesaid "Zoning By-law, 1956" or any amendment thereto or any by-law or by-laws that may hereafter be adopted in substitution for or in place thereof but subject always to this Land Use Contract and to any other applicable by-law or by-laws of the Corporation for the time being in force and to any and all statutes, regulations, rules and orders affecting the said lands or the use thereof or the construction, reconstruction or maintenance of the aforesaid building or the use thereof, the Owner may lawfully undertake and carry to completion the work of constructing the said building on the said lands and may thereafter use the said building and the said lands in the manner and for the purposes set forth in the preceding Paragraph A hereof.

C. The Corporation and the Owner covenant and agree, each with the other, that

(1) This Land Use Contract shall lapse and be of no further force or effect, upon the expiration of the period of thirty (30) days next ensuing after



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the date of execution thereof unless within such period the same has been registered in the office of the Registrar of Titles at the City of Victoria as a first charge against the said lands having priority over any and all other restrictive covenants and any and all liens, entries, judgments, mortgages, agreements, leases or other encumbrances or charges of whatsoever kind or description PROVIDED that if the Corporation shall not within the period of fifteen (15) days next ensuing after the date of execution hereof apply to register this Land Use Contract as aforesaid the Owner may and is hereby irrevocably authorized to apply to register the same as the agent of the Corporation and the Corporation shall for that purpose deliver to the Owner a fully executed copy of this Land Use Contract duly attested and in all respects in registerable form together with a true copy of the by-law authorizing execution of the same by the Corporation certified as such by the City Clerk.

(2) Time shall be of the essence of this Land Use Contract.

(3) All covenants and agreements herein and the rights hereby granted to either of the parties hereto shall extend to and be binding upon their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day and in the year first above written.

The Corporate Seal of THE  
CORPORATION OF THE CITY OF  
VICTORIA was hereunto affixed  
in the presence of:

  
CITY CLERK

  
MAYOR

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SEALED with the Seal of THE )  
NORTH PARK MANOR SOCIETY )  
in the presence of: )

*[Signature]* )  
CHAIRMAN. )  
*E. A. Hobbs* )  
Treasurer )

B-48077

SCHEDULE "A"

Lot "A", of Suburban Lot Three (3),  
Victoria City,  
Plan Twenty-Six Thousand Three Hundred Two (26302)

0-48077

12

CERTIFIED A TRUE COPY.

*M. Wall*  
CITY CLERK, VICTORIA, B. C.

NO. 6479

A B Y - L A W

To authorize a Land Use Contract  
between The Corporation of the  
City of Victoria and The North  
Park Manor Society

The Municipal Council of The Corporation of  
the City of Victoria enacts as follows:

1. That subject to Section 2 of this By-law, the Corporation do enter into a Land Use Contract with The North Park Manor Society in the form of contract hereunto annexed as Schedule "A".

2. That the said Land Use Contract be executed under the Seal of the Corporation which shall be affixed thereto by the Mayor and the City Clerk PROVIDED however that the said Land Use Contract shall not be delivered to the said The North Park Manor Society unless and until

(a) the said The North Park Manor Society shall, within the period of forty-five (45) days next ensuing after the date of final adoption of this By-law or such further period of time as the Council may by resolution prescribe in that behalf, have been registered in the Office of the Registrar of Titles at the City of Victoria as the owner of the fee simple absolute in possession in and to the lands described in the Schedule to the said Land Use Contract, and

(b) the said The North Park Manor Society, having become so registered as owner of the said lands, shall, within the further period of fifteen (15) days thereafter, have made application in writing to the Corporation for the said Land Use Contract and itself have executed the same.

3. This By-law may be cited as the "North Park Manor Land Use Contract Authorization By-law, 1973".

B48077

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Passed by an affirmative vote of at least two-thirds  
of all the members of the Municipal Council the  
22<sup>nd</sup> day of *March*, A.D., 1973.

Reconsidered, adopted and finally passed by an  
affirmative vote of at least two-thirds of all the  
members of the Council the 2<sup>nd</sup> day of *April*,  
A.D., 1973.

*J. M. Sullivan*  
CITY CLERK

(201)

*J. P. L. Lellan*  
MAYOR

Form No. 35

Victoria Book &amp; Stationery Co. Ltd., Victoria, B.C.

## Land Registry Act

FORM Q. (Section 59).

For the Secretary (or other Officer) of a Corporation

I HEREBY CERTIFY that, on the 4th day of May, 1973at Victoria, in the Province of British Columbia

[whose identity]

has been proved by the evidence on oath of KENNETH L. JEFFwho is personally known to me, appeared before me and acknowledged to me that he is the CHAIRMANof THE NORTH PARK MANOR SOCIETY, and that he is the personwho subscribed his name to the annexed instrument as CHAIRMAN of the said SOCIETYand affixed the seal of the SAID SOCIETY

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 hereto set my hand and Seal of Office at

Victoria B.C., this 28th day ofMay, in the year of our Lord one thousand nine hundredand seventy threeA Notary Public in and for the Province of British Columbia  
A Commissioner for taking affidavits for British Columbia

NOTE: Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

73 B48077

Form No. 35.

Victoria Book & Stationery Co. Ltd.

# Land Registry Act

FORM Q. (Section 59).

*For the Secretary (or other Officer) of a Corporation*

I HEREBY CERTIFY that, on the 15th day of May, 19 73  
at Victoria, in the Province of British Columbia  
Frederick Morran Waller [whose identity  
has been proved by the evidence on oath of \_\_\_\_\_  
who is] personally known to me, appeared before me and acknowledged to me that he is the City  
Clerk of The Corporation of the City of Victoria, and that he is the person  
who subscribed his name to the annexed instrument as City Clerk of the said Corporation  
\_\_\_\_\_ and affixed the seal of the said Corporation  
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 hereto set my hand and Seal of Office at  
Victoria, this 15th day of  
May, in the year of our Lord one thousand nine hundred  
and seventy-three

[Signature]  
A Notary Public in and for the Province of British Columbia.  
A Commissioner for taking affidavits for British Columbia.

NOTE.—Where the person making this acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

48077