

REPORTS OF COMMITTEES

3. Committee of the Whole – October 19, 2017

Councillor Coleman withdrew from the meeting at 8:20 p.m. due to a non-pecuniary conflict of interest with the following item, his father-in-law resides in close proximity.

10. Land Use Contract Discharge (Rezoning Application No. 00568) & Development Permit with Variances Application No. 00050 for 875 and 877 North Park

Motion:

It was moved by Councillor Thornton-Joe, seconded by Councillor Alto:

Land Use Contract Discharge (Rezoning Application No. 00568)

That Council instruct staff to prepare the necessary Land Use Contract Discharge Bylaw in order to authorize the proposed development for 875 and 877 North Park, that first and second reading of the Land Use Contract Discharge Bylaw be considered by Council and a Public Hearing date be set subject to the preparation and execution of a Housing Agreement to ensure that the rental units remain rental in perpetuity to the satisfaction of the City Solicitor.

Development Permit with Variances Application No. 00050

That Council after giving notice and allowing an opportunity for public comment at a meeting of Council and after the Public Hearing for Land Use Contract Discharge Application (Rezoning Application No. 00568,) if it is approved, consider the following motion:

"That Council authorize the issuance of Development Permit Application No. 00050 for 875 and 877 North Park, in accordance with:

1. Plans date stamped August 2, 2017.
2. Development meeting all *Zoning Regulation Bylaw* requirements, except for the following variances:
 - i. Schedule C, Part A (10): reduce the required number of parking spaces from 84 to 52 parking spaces.
3. The Development Permit lapsing two years from the date of this resolution."

Carried Unanimously

Councillor Coleman returned to the meeting at 8:20 p.m.

Councillor Coleman excused himself from the meeting at 10:54 a.m. due to a pecuniary conflict of interest as his family member lives near the property being considered in the next item. Councillor Isitt assumed the chair in his absence.

6. LAND USE MATTERS

6.3 Land Use Contract Discharge (Rezoning Application No. 00568) & Development Permit with Variances Application No. 00050 for 875 and 877 North Park

Committee received reports dated October 5, 2017, from the Director of Sustainable Planning and Community Development regarding an application to create three new affordable rental dwelling units for seniors.

Motion:

It was moved by Councillor Loveday, seconded by Councillor Alto:

Land Use Contract Discharge (Rezoning Application No. 00568)

That Council instruct staff to prepare the necessary Land Use Contract Discharge Bylaw in order to authorize the proposed development for 875 and 877 North Park, that first and second reading of the Land Use Contract Discharge Bylaw be considered by Council and a Public Hearing date be set subject to the preparation and execution of a Housing Agreement to ensure that the rental units remain rental in perpetuity to the satisfaction of the City Solicitor.

Development Permit with Variances Application No. 00050 for 875 and 877 North Park

That Council after giving notice and allowing an opportunity for public comment at a meeting of Council and after the Public Hearing for Land Use Contract Discharge Application (Rezoning Application No. 00568,) if it is approved, consider the following motion:

"That Council authorize the issuance of Development Permit Application No. 00050 for 875 and 877 North Park, in accordance with:

1. Plans date stamped August 2, 2017.
2. Development meeting all *Zoning Regulation Bylaw* requirements, except for the following variances:
 - i. Schedule C, Part A (10): reduce the required number of parking spaces from 84 to 52 parking spaces.
3. The Development Permit lapsing two years from the date of this resolution."

Committee discussed:

- Creating new affordable units of housing.
- Clarification on the meeting rooms being retained.

CARRIED UNANIMOUSLY 17/COTW

Councillor Coleman returned to the meeting at 11:07 a.m.



Committee of the Whole Report For the Meeting of October 19, 2017

To: Committee of the Whole **Date:** October 5, 2017

From: Jonathan Tinney, Director, Sustainable Planning and Community Development

Subject: Land Use Contract Discharge for 875 and 877 North Park Street (Rezoning Application No. 00568)

RECOMMENDATION

That Council instruct staff to prepare the necessary Land Use Contract Discharge Bylaw in order to authorize the proposed development for 875 and 877 North Park, that first and second reading of the Land Use Contract Discharge Bylaw be considered by Council and a Public Hearing date be set subject to the preparation and execution of a Housing Agreement to ensure that the rental units remain rental in perpetuity to the satisfaction of the City Solicitor.

LEGISLATIVE AUTHORITY

In accordance with Section 479 of the *Local Government Act*, Council may regulate within a zone the use of land, buildings and other structures, the density of the use of the land, building and other structures, the siting, size and dimensions of buildings and other structures as well as the uses that are permitted on the land and the location of uses on the land and within buildings and other structures.

In accordance with Section 546 of the *Local Government Act*, Council may discharge a Land Use Contract by bylaw with the agreement of the owner.

EXECUTIVE SUMMARY

The purpose of this report is to present Council with information, analysis and recommendations for an application to discharge the Land Use Contract (attached) from the property located at 875 and 877 North Park in order to add three new affordable rental dwelling units in the existing apartment building, which currently contains 158 subsidized affordable rental dwelling units for seniors. Following discharge of the LUC, the current R3-C Zone, Central Area Residential District, would apply.

The following points were considered in assessing this application:

- The proposal is consistent with the *Official Community Plan (OCP)*, which designates the subject property as Core Residential and envisions a density up to 5:1 floor space ratio (FSR) and supports multi-unit residential buildings from three storeys up to approximately 20 storeys.

- The proposal is generally consistent with the *Downtown Core Area Plan (DCAP)*, which designates the subject property as Residential Mixed-Use District and envisions a density up to 4.5:1. DCAP supports multi-unit residential buildings up to 15 storeys; however, the existing building, constructed in 1974 before DCAP was introduced, is 17 storeys, including 16 residential floors and an elevator machine room and overrun.
- The *North Park Local Plan* supports residential mixed-use development up to approximately 11 – 15 storeys in the area.
- The applicant is proposing to convert an underutilized amenity space into three affordable rental dwelling units (bachelor suites). In order to add more dwelling units in the building, the LUC must be discharged, which allows no more than 157 dwelling units; however, 158 dwelling units were constructed.
- the Province has advised that all Land Use Contracts (LUC) will be terminated on June 30, 2024 and new bylaws, if required for the affected lands, must be adopted by June 30, 2022. This new legislation and applicable deadlines also apply to land within the jurisdiction of a local government. This proposal initiates this process for the subject property, which is regulated by an existing LUC.

BACKGROUND

Description of Proposal

This Application is to discharge an existing Land Use Contract (attached) in order to add three new affordable rental dwelling units in the existing apartment building. The current R3-C Zone, Central Area Residential District, would apply if the LUC was discharged.

Affordable Housing Impacts

The applicant proposes the creation of three new residential units which would increase the overall supply of rental housing in the area. A housing agreement is being proposed to ensure that the dwelling units will remain rental in perpetuity.

Sustainability Features

The applicant has not identified any sustainability features associated with this proposal.

Active Transportation Impacts

There would be secure and enclosed bicycle storage for 30 bikes in the underground parkade.

Public Realm Improvements

No public realm improvements are proposed in association with this Rezoning Application.

Accessibility Impact Statement

The British Columbia Building Code regulates accessibility as it pertains to buildings.

Land Use Context

The area is characterized by residential, commercial and institutional uses.

Existing Site Development and Development Potential

The site is presently occupied by a 17 storey multiple dwelling and a church. The current zone is R3-C; however the Land Use Contract supersedes the regulations in this zone. The LUC permits the existing multiple dwelling with a maximum of 157 dwelling units and ancillary uses as well as a church and/or church hall; however, the building was constructed with 158 dwelling units.

Data Table

The following data table compares the proposal with the R3-C Zone. An asterisk is used to identify where the proposal is less stringent than the existing zone. Two asterisks are used to identify where the proposal is non-conforming.

Zoning Criteria	Proposal	Zone Standard R3-C Zone
Site area (m ²) - minimum	3833.50	920.00
Density (Floor Space Ratio) - maximum	2.30:1	2.80:1
Non-residential uses (% of the allowable floor space ratio) – maximum	14.17	20.00
Height (m) - maximum	49.22	37.00
Site coverage % - maximum	37.00	50.00
Open site space % - minimum	40.00	40.00
Setbacks (m) – minimum:		
Street Boundary	0.53** - Quadra 0.36** - North Park	4.50
Internal lot line	0.00** - South 10.54 - West	6.00
Horizontal distance of structure on one plane (m) – maximum	< 30.00	30.00
Separation distance between buildings (m) – minimum	2.48**	6.00
Parking - minimum	52**	84
Visitor parking (minimum) included in the overall units	17	8
Bicycle parking stalls (minimum)	30	3

Relevant History

LUCs were legislated as a regulatory tool in place of zoning in the 1970s. The LUCs addressed development issues that zoning could not and in these cases Zoning was rendered inapplicable. LUCs were registered on land titles and could previously only be amended or discharged by

agreement between both the Municipality and land owner. The legislation authorizing the use of LUCs was repealed in 1978; however, LUCs entered into prior to these legislative changes remain in force.

The existing Land Use Contract registered on title of the subject property is in effect for a period of 50 years, concluding in 2023. However, under recent Provincial legislation, all Land Use Contracts will be automatically terminated by June 2024 with municipalities required to adopt zoning bylaws for properties subject to Land Use Contracts by June 30, 2022. The City has recently initiated a process of discharging Land Use Contracts and this proposal is consistent with that initiative.

Community Consultation

Consistent with the *Community Association Land Use Committee (CALUC) Procedures for Processing Rezoning and Variances Applications*, the applicant has consulted the North Park CALUC. Due to the nature of this Application, the CALUC advised staff in a letter dated February 9, 2017 (attached) that it had waived the requirement for a Community Meeting.

ANALYSIS

The proposal is consistent with the *Official Community Plan (OCP)*, which designates the subject property as Core Residential and supports multi-unit residential buildings from three storeys up to approximately 20 storeys. The OCP also encourages the ongoing upgrade and regeneration of the city's rental housing stock. This proposal achieves this objective by converting underutilized amenity space into three affordable rental dwelling units for seniors. The applicant indicates there is no intention to strata-title the existing apartments or change the occupancy of the units.

The proposal is generally consistent with the *Downtown Core Area Plan (DCAP)*, which designates the subject property as Residential Mixed-Use District and supports multi-unit residential buildings up to 15 storeys. The existing building, constructed in 1974 and before DCAP was approved, is 17 storeys, including 16 residential floors and an elevator machine room and overrun.

The *North Park Local Plan* supports residential mixed-use development up to approximately 11 to 15 storeys in the area, and the proposal is also generally consistent with the Plan.

CONCLUSIONS

Discharging the LUC will be of benefit as this will be required of the City by 2022, with the phasing out of LUCs by the Province. This process will allow the applicant to add three new affordable rental dwelling units for seniors which would increase the overall supply of rental housing in the area. The proposal is consistent with the City's land use policies and the existing building is generally in keeping with the R3-C Zone. Staff recommend for Council's consideration that the Application advance to a Public Hearing.


ALTERNATE MOTION

That Council decline Rezoning Application No. 00568 for the property located at 875 and 877 North Park.


Respectfully submitted,


Leanne Taylor
Senior Planner
Development Services Division



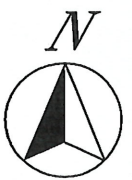
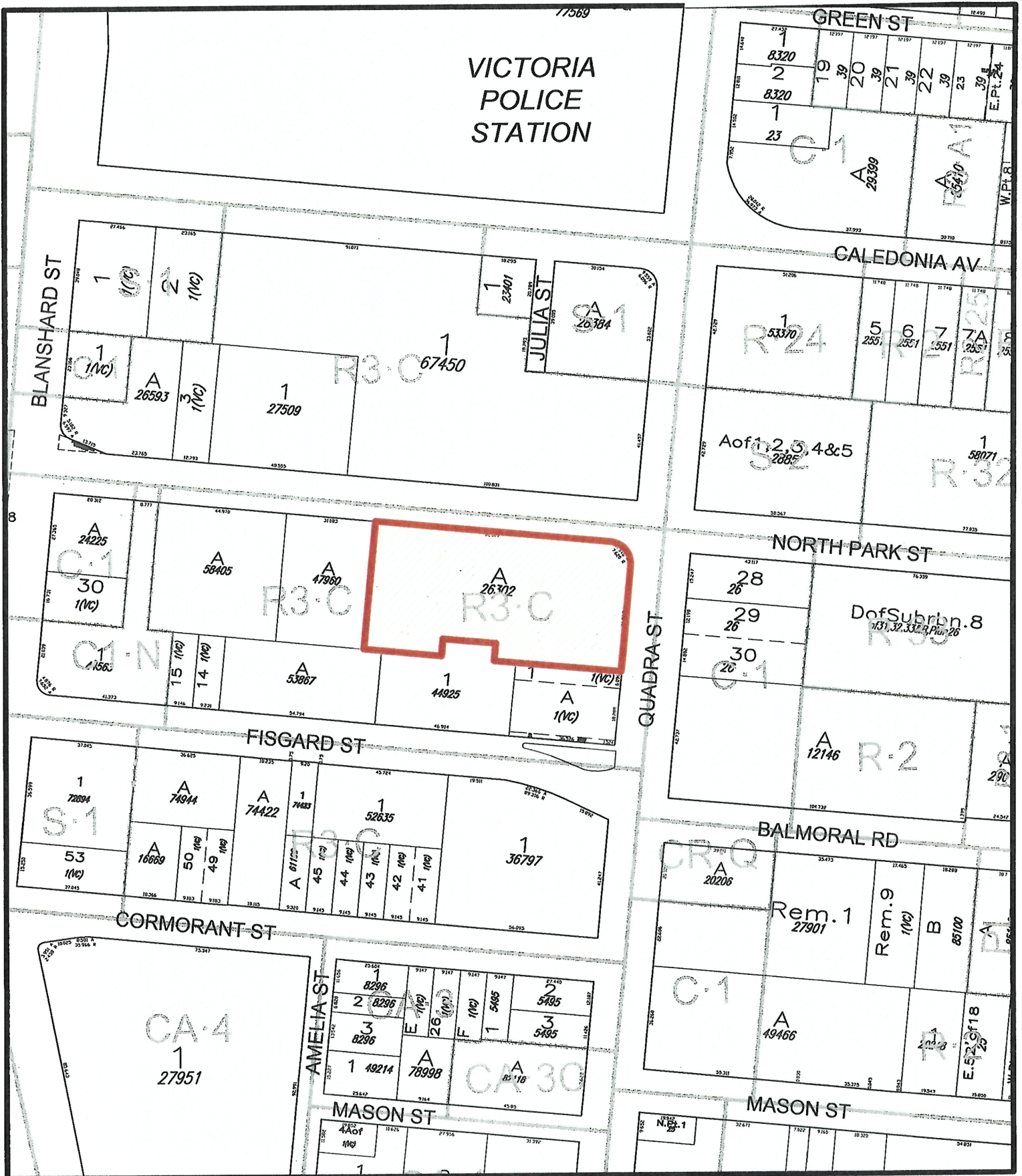

Jonathan Tinney, Director
Sustainable Planning and Community
Development Department

Report accepted and recommended by the City Manager:


Date: Oct 11, 2017

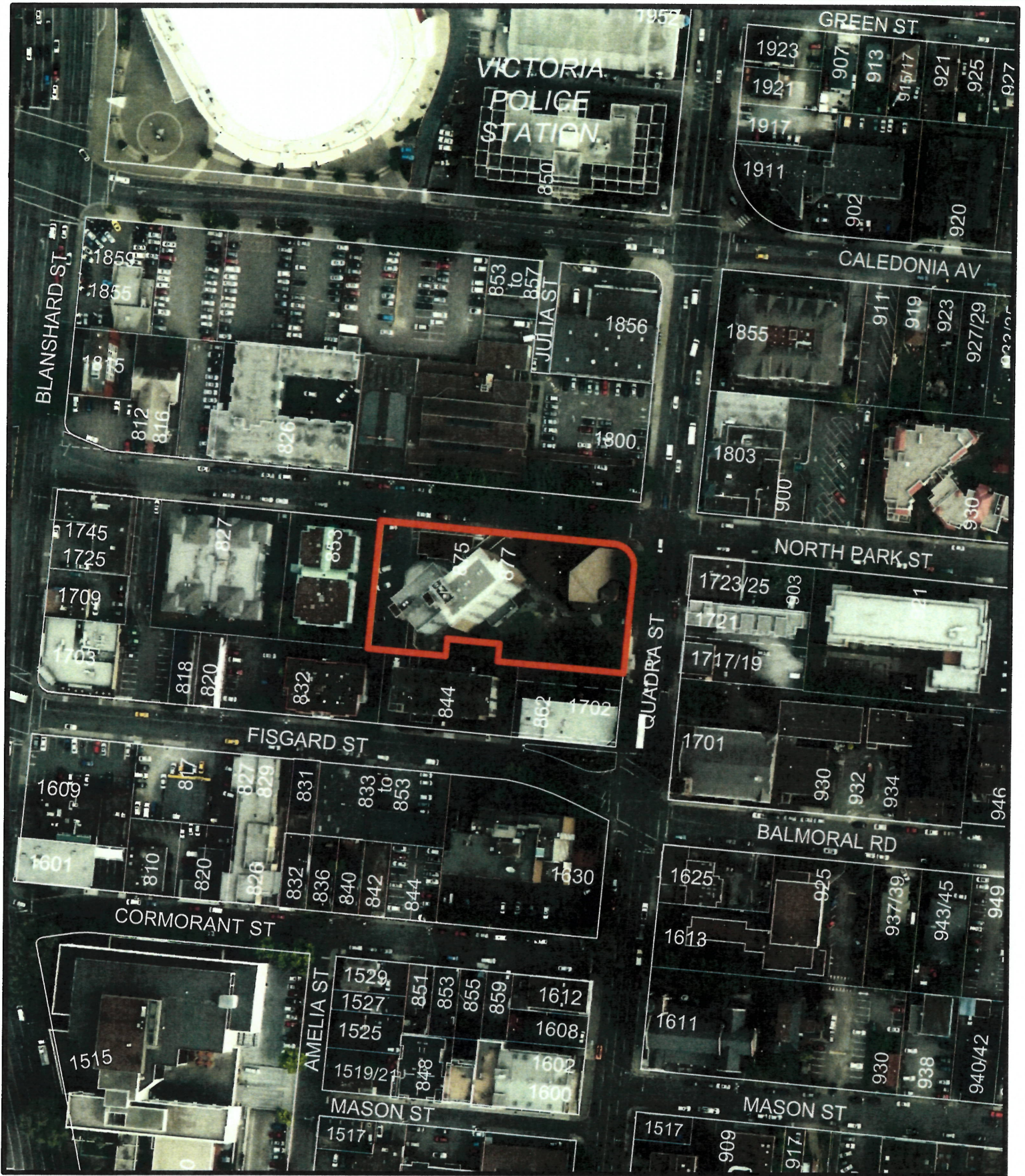
List of Attachments

- Attachment A: Subject Map
- Attachment B: Aerial Map
- Attachment C: Plans date stamped August 2, 2017
- Attachment D: Letter from applicant to Mayor and Council date stamped September 25, 2017
- Attachment E: Letter from North Park CALUC dated February 8, 2017
- Attachment F: Land Use Contract.



875 & 877 North Park Street
Rezoning No.00568





875 & 877 North Park Street
Rezoning No.00568



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NORTH PARK MANOR RE-ZONING

Civic Address - 875 North Park Street, Victoria
Legal Address - Strata Lot 2, Suburban Lot 3, Victoria City,
Strata Plan 403
August 1st, 2017



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architectural group

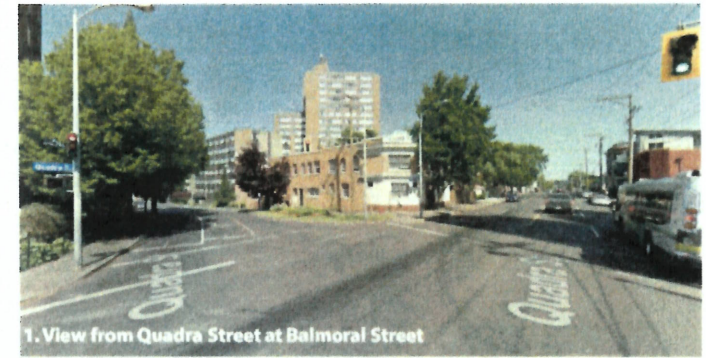
700-1619 Store Street
Victoria, BC
Canada V8W 1Y3
T 250.682.100
F 250.682.166

www.number10.com
info@number10.com





Neighbourhood Context



1. View from Quadra Street at Balmoral Street



2. View from Quadra Street



3. View from Plegard Street



4. View from North Park Street



5. View from lower North Park Street

North Park Manor Re-Zoning | Site Context

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North Park Manor Data	Current Allowable Under LUC	Existing
Strata Lot Area (m)		1,921m.
Total Floor Area (m)		8,218.5 m.
Commerical Floor Area (m)		0m ²
Strata Lot FSR	2.5:1	8,218.5/1,921 = 4.3:1
Strata Lot Site Coverage (%)	50%	791/1,921 = 0.41 x 100 = 41%
Strata Lot Open Space (%)	not less than 40%	253.2/1,921 = 0.13 x 100 = 13%
Height of Building	37m	49.2m from avg. grade to top of roof
Number of Storeys		16 + 1 rooftop mech floor
* Building Setbacks		
Front Yard	4.5m	37m
Rear Yard	6m	10.8m
Side Yard	6m	2.5m
Side Yard	6m	2.1m
Combined side Yards	12m	4.6m
Residential Use Details		
Total Number of Units		161
Unit Type e.g. 1 bed		
Ground Oriented Units		
Minimum Unit Floor Area (m)		
Total Residential Floor Area		5,699m.
Building Code	3.1.2.1 - Group 'A2'	

* Front yard - Quadra Street

First Baptist Church Data	Current Allowable Under LUC	Existing
Strata Lot Area (m)		870.4m.
Total Floor Area (m)		624m.
Commerical Floor Area (m)		0m
Strata Lot FSR	2.5:1	624/870.4 = 0.7:1
Strata Lot Site Coverage (%)	50%	624/870.4 = 0.72 x 100 = 72%
Strata Lot Open Space (%)	not less than 40%	246.6/870.4 = 0.28 x 100 = 28%
Height of Building	37m	8.1m from avg. grade to top of roof
Number of Storeys		1
* Building Setbacks		
Front Yard	4.5m	2.7m
Rear Yard	6m	50.3m
Side Yard	6m	20.1m
Side Yard	6m	0.37m
Combined side Yards	12m	20.47m
Building Code	3.1.2.1 - Group 'A2'	

* Front yard - Quadra Street

North Park Manor Rezoning | Building Data

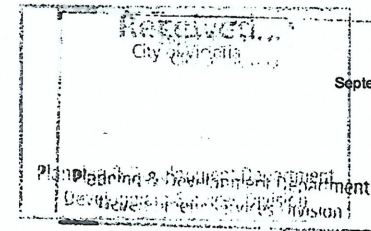
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Common Property Data		
Strata Lot Area (m)		1,041.2m.
Strata Lot Open Space (%)		1,041.2/1,041.2 = 100%

Total Site Details	Current Allowable Under Zoning	Proposed Zoning
Zone	L.U.C. /R3-C	CD
Total Site Area (m)	minimum of 920 m.	3,833.5m.
Total Building Footprint (m)		1,415m.
Total Site Coverage (%)	50%	1,415/3,833.5 = 0.37 x 100 = 37%
Total Site Floor Space Ratio	2.5:1	8,842/3,833.5 = 2.3:1
Total Open Space (%)	not less than 40%	1,541.8/3,833.5 = 0.40 x 100 = 40%
No. of Parking Stalls	55 Per L.U.C.	52 spaces (17 surface, 35 U/G)
No. of Church Parking Stalls as required by 'Schedule C'	(Surface Area of Assembly Space / 95. sq.m)	19 spaces

Floor	Floor Area (m)	Residential Floor Area (m ²)
Main Floor Plan	791.8	282.8
2nd Floor Plan	562.5	423.6
3rd Floor Plan	562.5	423.6
4th Floor Plan	562.5	423.6
5th Floor Plan	562.5	423.6
6th Floor Plan	562.5	377.8
7th Floor Plan	562.5	423.6
8th Floor Plan	562.5	423.6
9th Floor Plan	562.5	423.6
10th Floor Plan	562.5	423.6
11th Floor Plan	562.5	423.6
12th Floor Plan	351.5	198.2
13th Floor Plan	351.5	245.3
14th Floor Plan	351.5	245.3
15th Floor Plan	351.5	245.3
16th Floor Plan	351.5	245.3
Roof (mech room and stair)	44.2	0
Total Apartment Floor Area	8218.5	5652.4



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SITE PLAN

North Park Manor Soc.

Strata Plan 403

ADDRESS : 875 & 877 North Park St
SURVEYOR : P.J.W SCALE : 1:200
DRAWN : P.J.W DATE : Aug 25/16
OUR FILE : 28129 REV: Nov 29/16

JEA J.E. ANDERSON & ASSOCIATES
SURVEYORS - ENGINEERS

4212 GLANFORD AVENUE,
VICTORIA, BC, V8Z 4E7
TEL: 250-727-2214 FAX: 250-727-3395
WEB: www.jeanderson.com
VICTORIA - NANAIMO - PARKSVILLE



The intended plot size of this plan is 432mm in height by 560mm in width (C Size) when plotted at a scale of 1:200

LEGEND

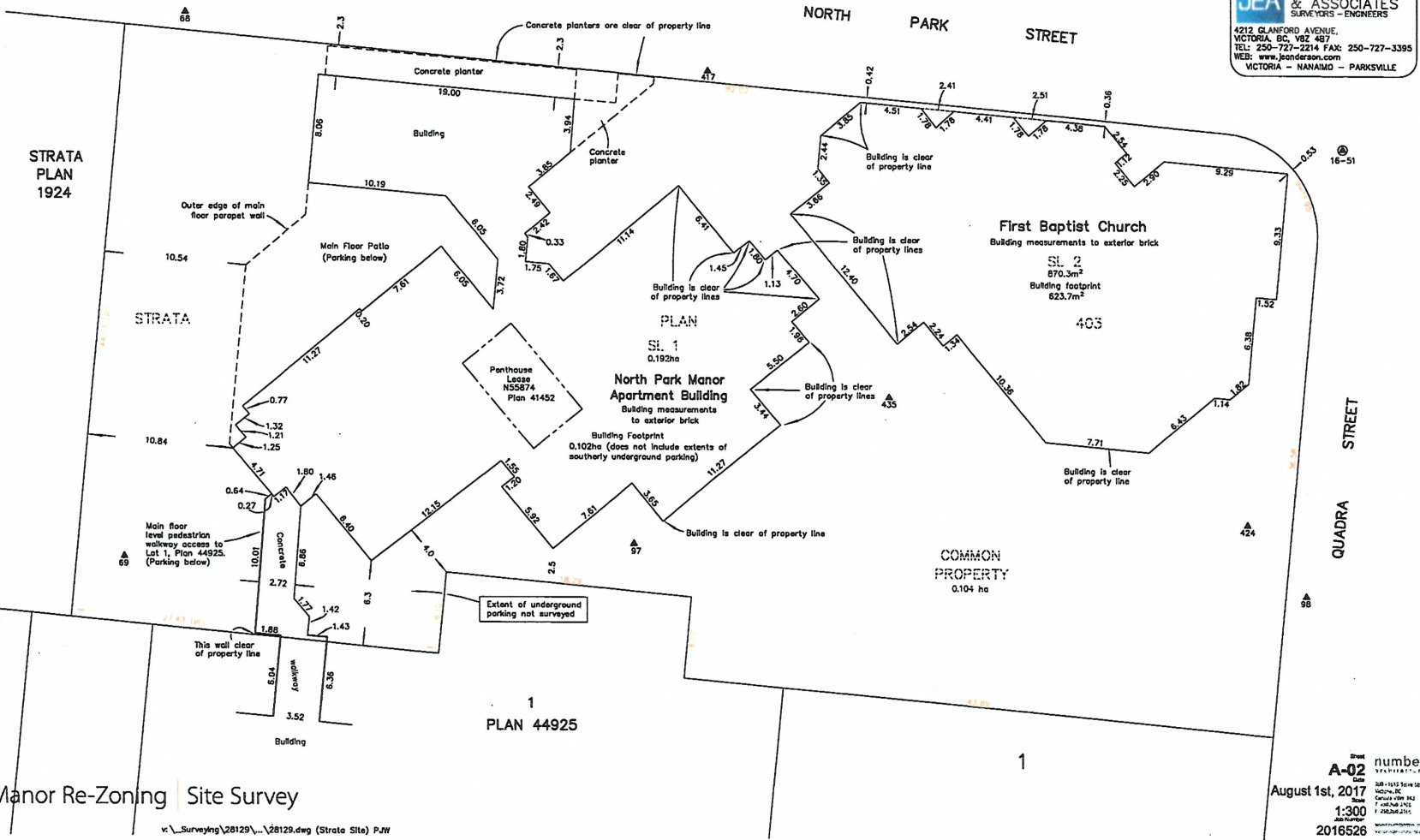
All distances shown are in metres

⊕ --- Denotes Control Monument Found

▲ --- Denotes Traverse Station

Legal boundaries subject to final legal survey

Note: Interior boundaries of Strata Plan 403 removed for clarity purposes



North Park Manor Re-Zoning | Site Survey

v:_Surveying\28129\...28129.dwg (Strata Site) P.J.W

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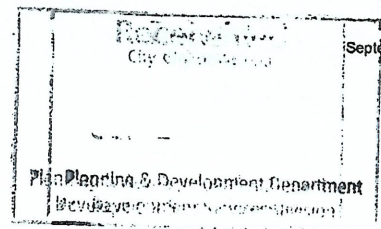
NORTH PARK STREET

QUADRA STREET



North Park Manor Rezoning | Site Plan

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North Park Manor Re-Zoning | Original Main Floor Plan

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North Park Manor Re-Zoning | New Main Floor Plan

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North Park Manor Re-Zoning | Second Floor Plan

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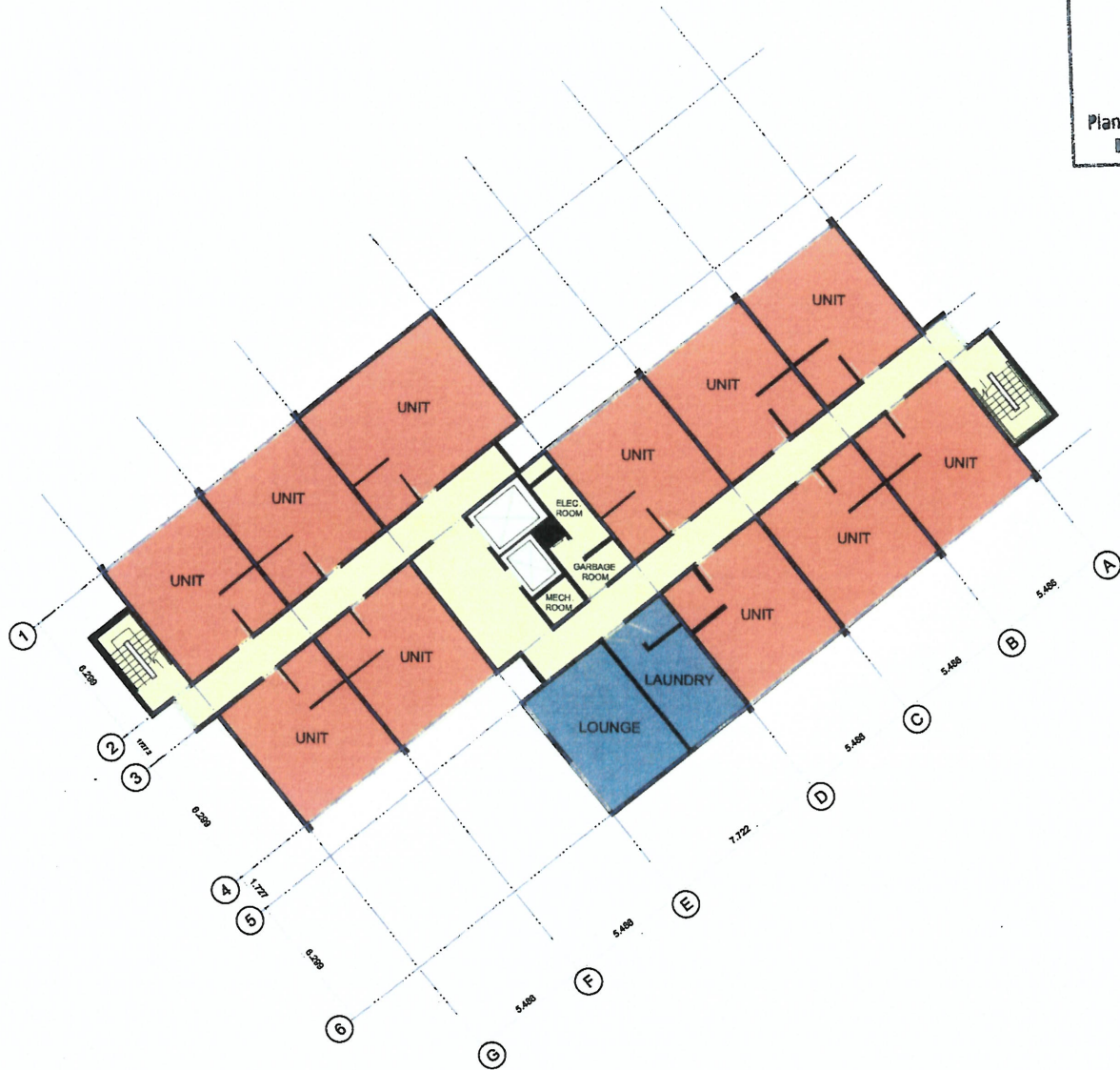
North Park Manor Re-Zoning | Third to Eleventh Floor Plan (Except the Sixth Floor)

Sheet **A-07**
 August 1st, 2017
 1:200
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 ARCHITECTURAL GROUP
 220-1433 Esplanade
 Victoria BC V8V 2E2
 T 250.541.4100
 F 250.541.2100
 www.number10.ca
 info@number10.ca

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North Park Manor Re-Zoning | Sixth Floor Plan

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 300 - 1122 Sims Street
 Victoria, BC
 Canada V8M 1K2
 T 250.546.2100
 F 250.546.2101
 www.number10.ca
 info@number10.ca

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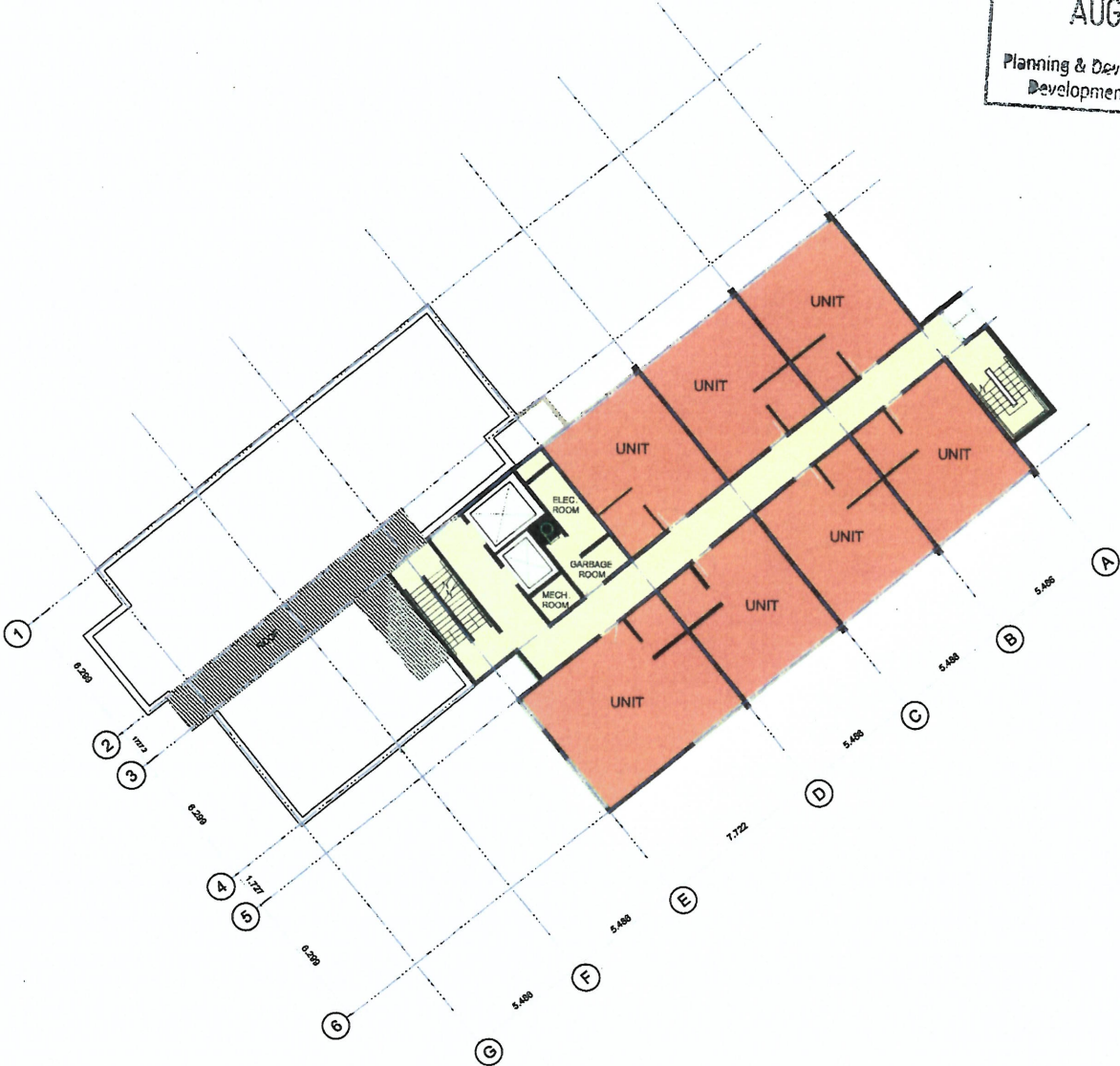


North Park Manor Re-Zoning | Twelfth Floor Plan

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 ARCHITECTURE GROUP
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North Park Manor Re-Zoning | Thirteenth to Sixteenth Floor Plan

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 Markham, ON
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 Tel: 905.476.2144
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North Park Manor Re-Zoning | Rooftop Mechanical Unit Floor Plan

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221-1219 Howe Street
Victoria BC
V8W 2K6
Tel: 250.363.4100
www.number10.ca

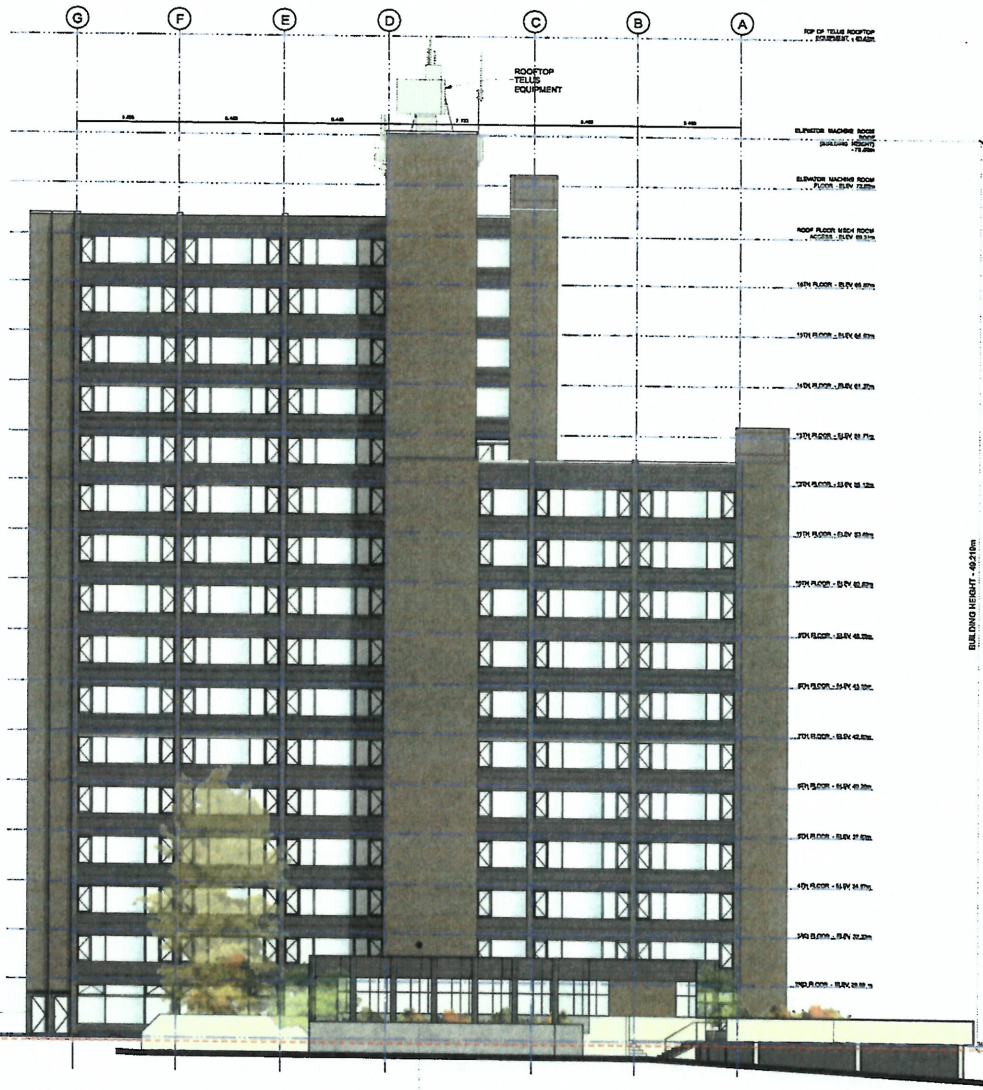
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NOTE:
 ALL HEIGHTS ARE MEASURED
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 ELEVATION OF 26441m

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FIRST BAPTIST CHURCH



NORTH PARK MANOR

BUILDING HEIGHT - 46.21m

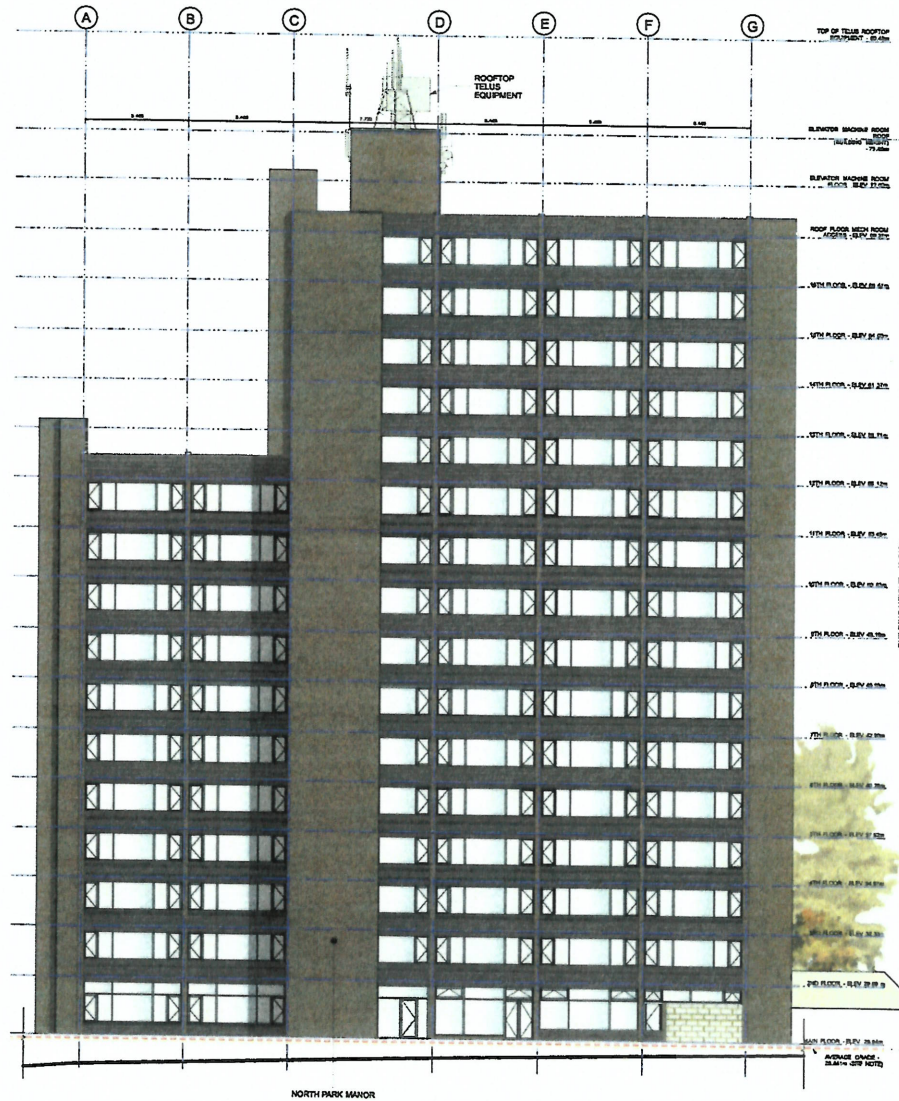
North Park Manor Re-Zoning | North West Elevation

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 August 1st, 2017
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 ARCHITECTURE GROUP
 201-1111 10th Street
 Victoria BC
 Canada V8W 2R2
 P: 250.363.4400
 F: 250.363.4100
 www.number10.ca
 info@number10.ca

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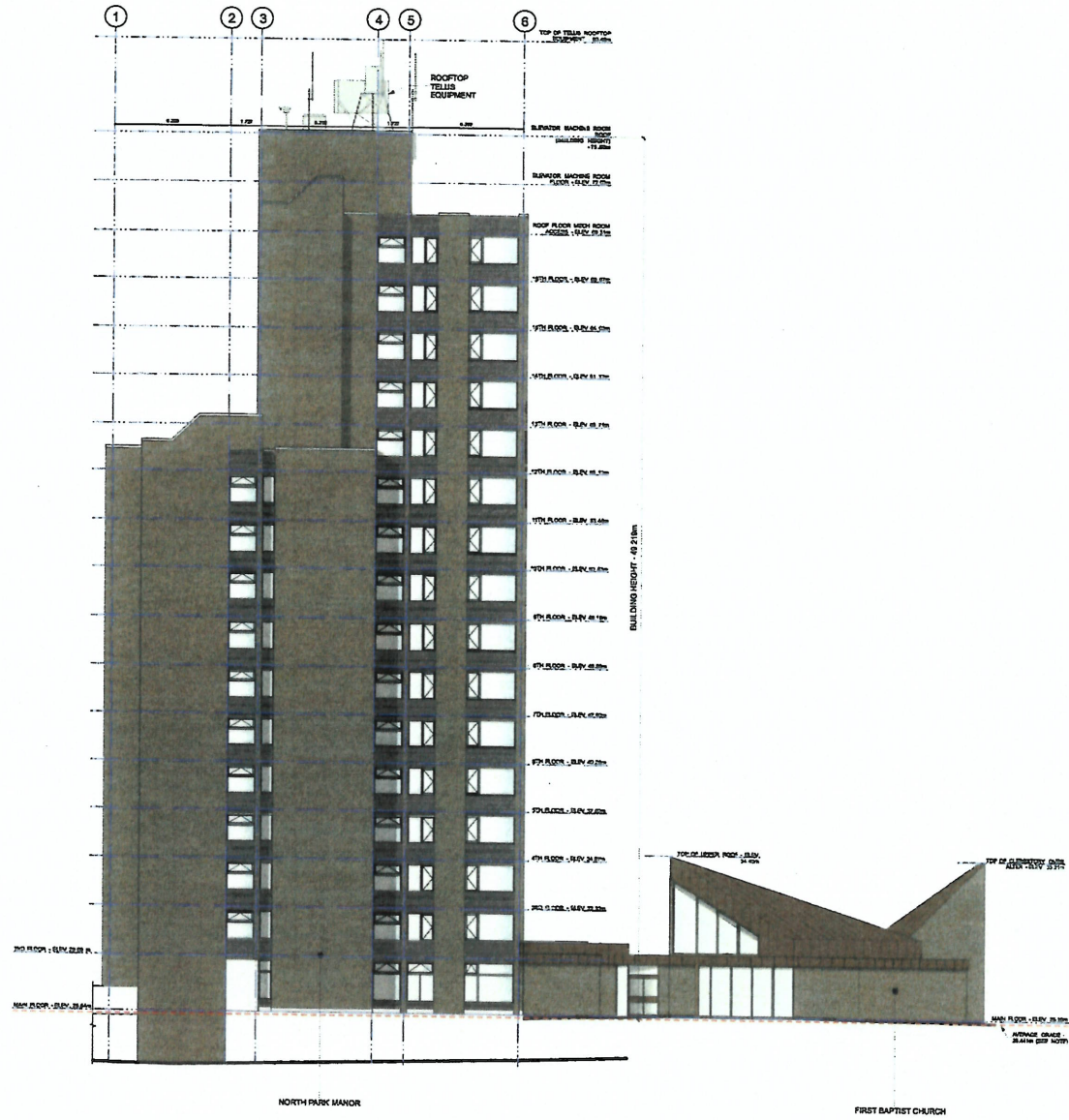
North Park Manor Re-Zoning | South East Elevation

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 ARCHITECTURE GROUP
 708-1413 Davis Street
 Victoria BC
 Canada V8M 3K2
 T: 250.363.2443
 F: 250.363.2444
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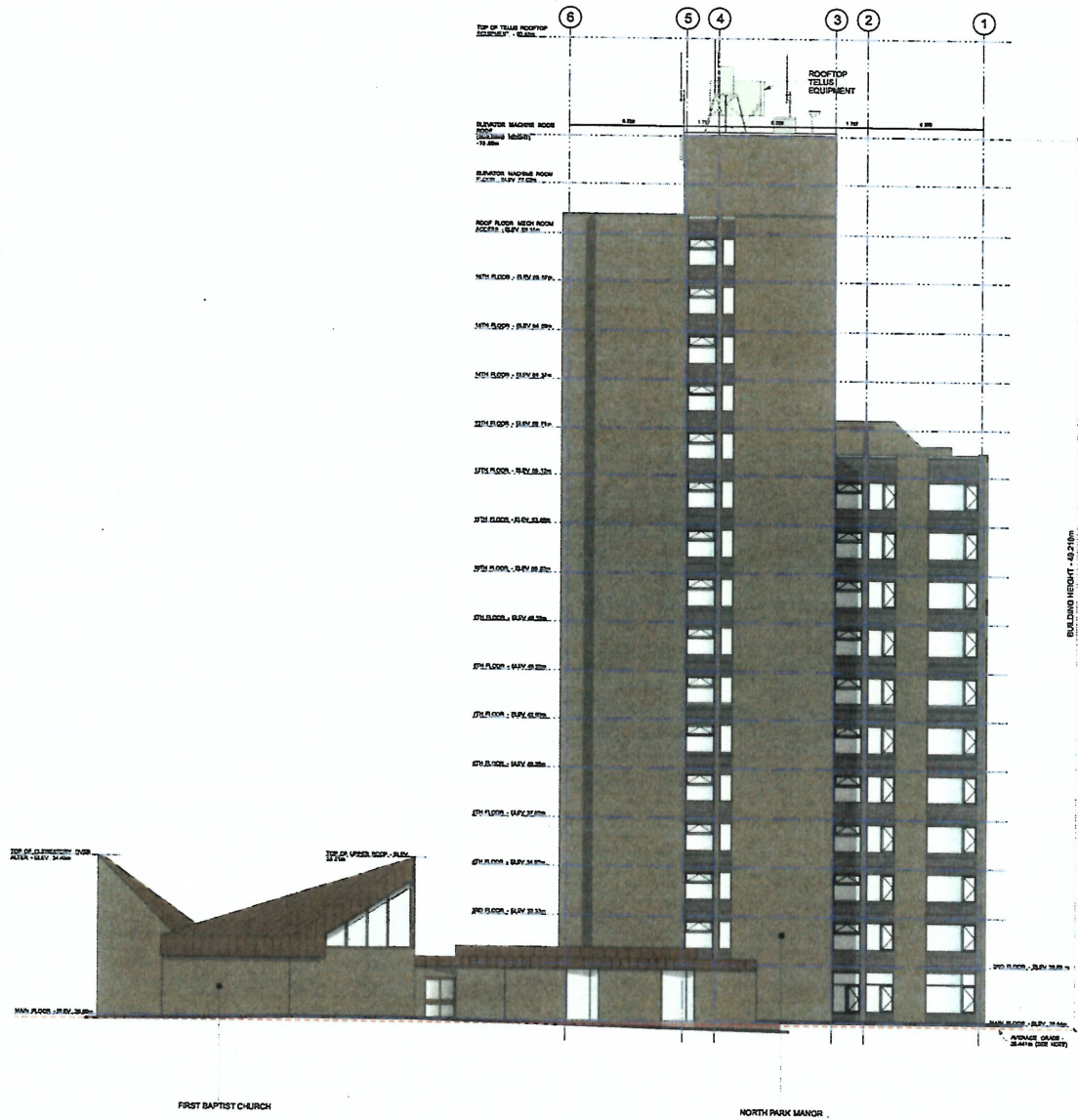
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North Park Manor Re-Zoning | South West Elevation

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North Park Manor Re-Zoning | North East Elevation

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 700-1432 Street Street
 Victoria BC
 Canada V8W 3A2
 T: 250.363.2342
 F: 250.363.2345
 www.number10.ca
 info@number10.ca

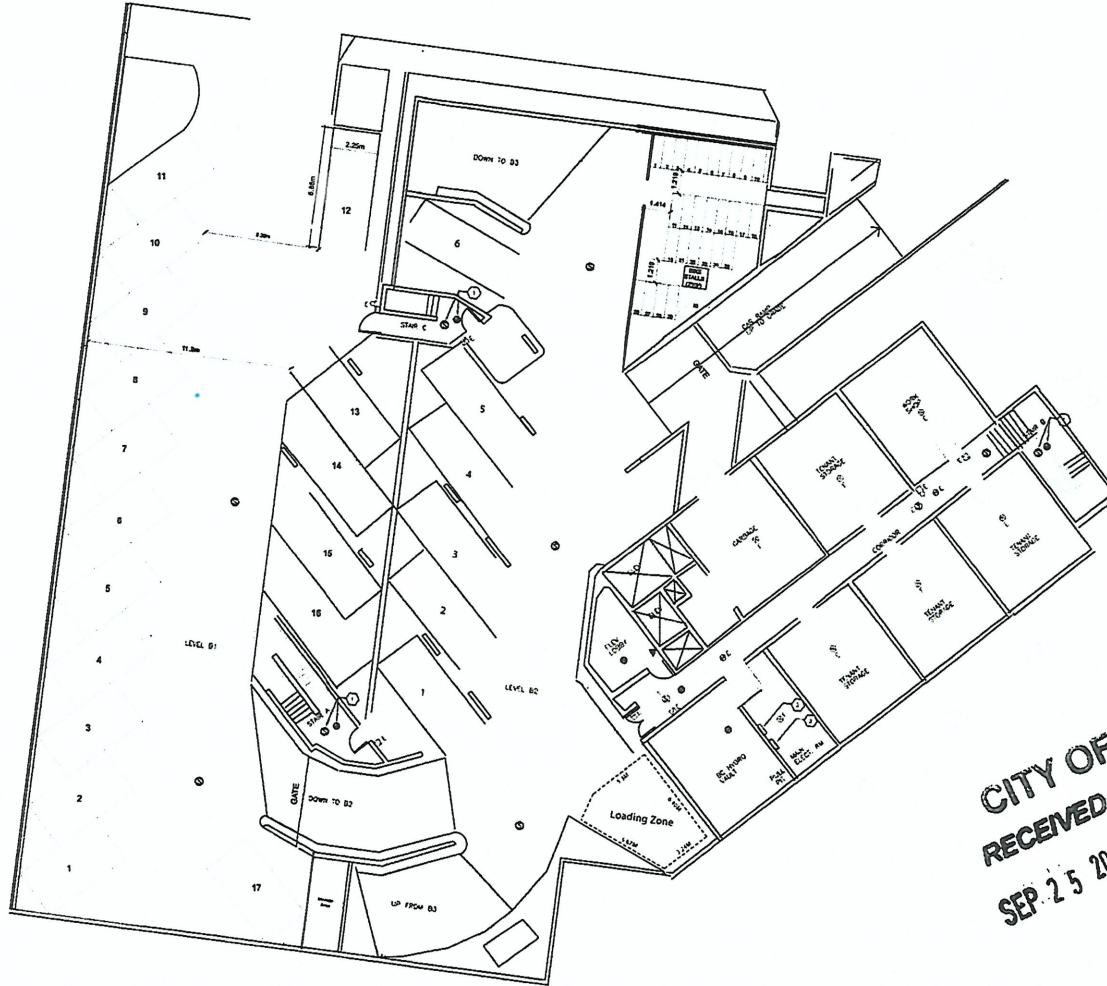
number
10

ON-SITE PARKING
 B1 - 17 STALLS

(THE 17 ON-SITE STALLS ARE USED ON SUNDAYS BETWEEN 11am - 2pm BY FIRST BAPTIST CHURCH ATTENDEES)

UNDERGROUND PARKING
 B2 - 6
 B3 - 16
 B4 - 13
 TOTAL U/G = 35

TOTAL = 52

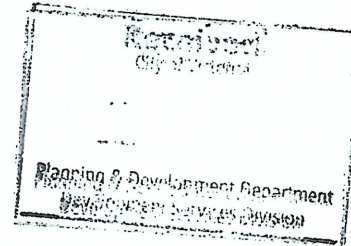


CITY OF VICTORIA
RECEIVED
SEP 25 2017

DEEMED
AUG 02 2017



North Park Manor Rezoning | Basement Level B1 & B2 Parking Plan



Drawn by **A-15**
 Date: **September 22nd, 2017**
 Scale: **1:250**
 Job Number: **2016526**

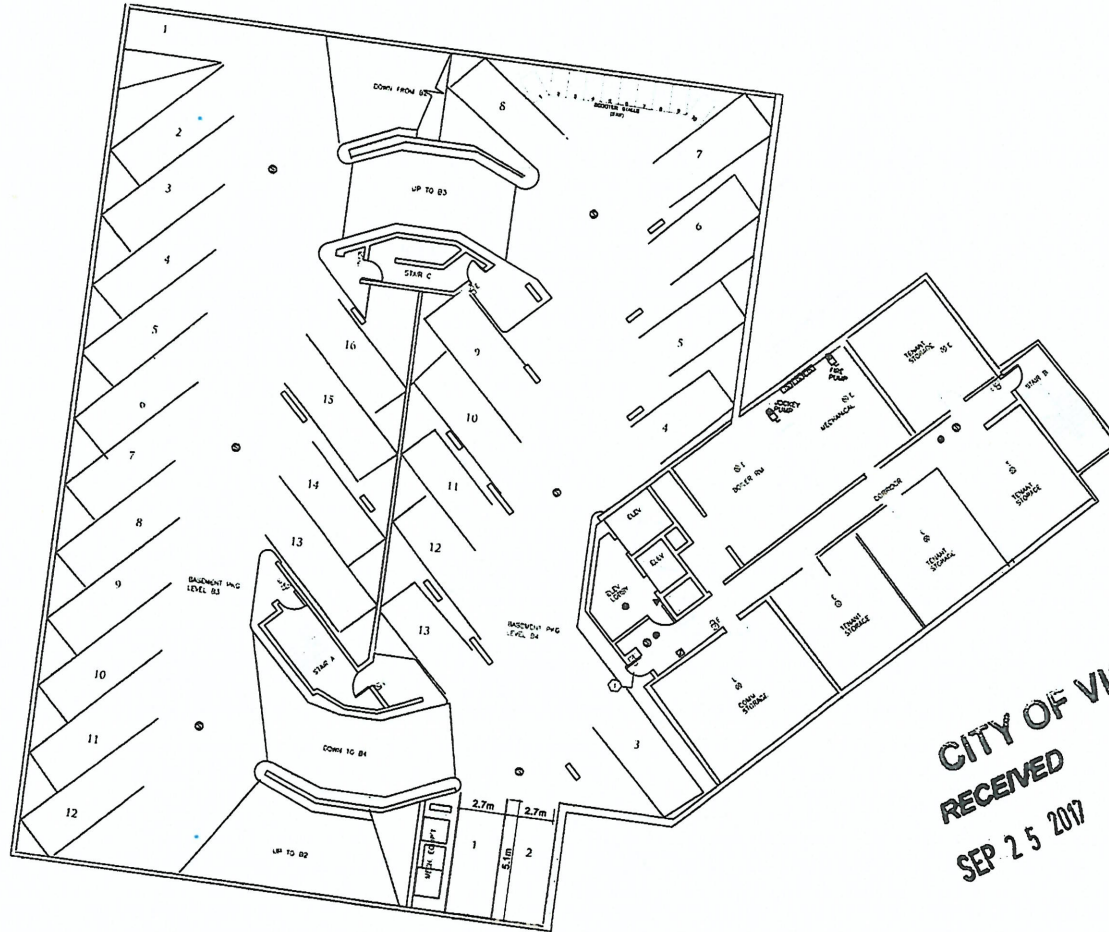
number **TEN** number **10**

ON-SITE PARKING
 B1 - 17 STALLS

(THE 17 ON-SITE STALLS ARE USED ON SUNDAYS BETWEEN 11am - 2pm BY FIRST BAPTIST CHURCH ATTENDEES)

UNDERGROUND PARKING
 B2 - 6
 B3 - 16
 B4 - 13
 TOTAL U/G = 35

TOTAL = 52

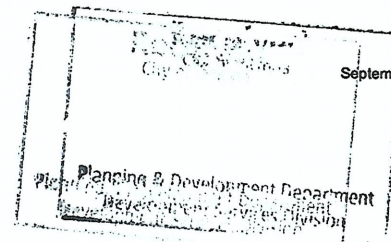


CITY OF VICTORIA
RECEIVED
 SEP 25 2017

DEEMED
 AUG 02 2017

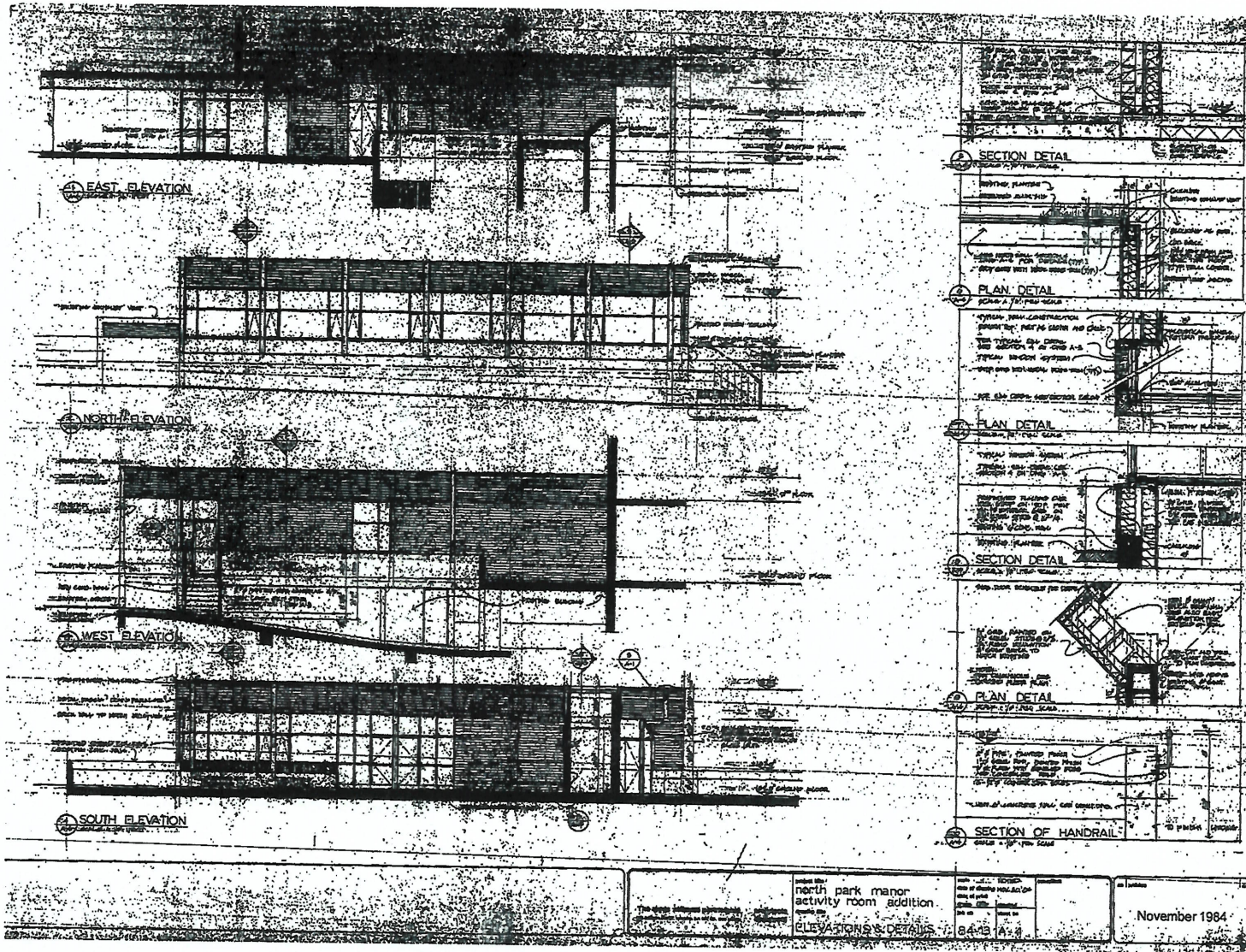


North Park Manor Rezoning | Basement Level B3 & B4 Parking Plan



A-16
 City of Victoria
 September 22nd, 2017
 1:250
 2016526

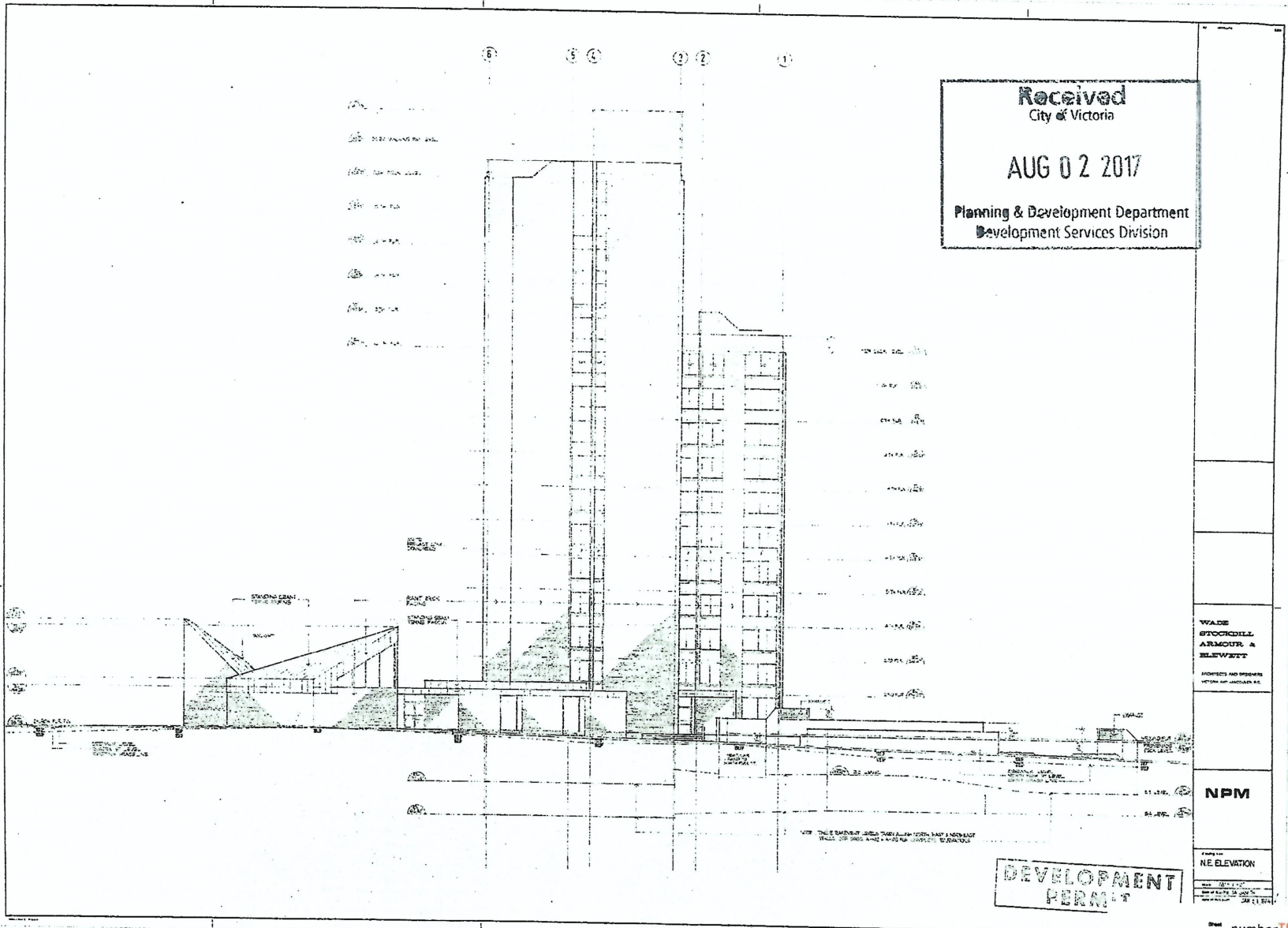
numberTEN
 number
10



North Park Manor Re-Zoning | Existing Activity Room

Received
City of Victoria
AUG 02 2017
Planning & Development Department
Development Services Division

Drawn
A-17
Date
August 1st, 2017
Scale
NTS
Job Number
2016526
numberTEN
architectural group
200 - 1424 Clark Street
Victoria, BC
Canada V8M 2C6
Tel: 250.363.2104
Fax: 250.363.2145
www.numberTEN.ca
10



Received
 City of Victoria
 AUG 02 2017
 Planning & Development Department
 Development Services Division

WADE
 SPENCER
 ARMOUR &
 BLENWETT
 ARCHITECTS AND ENGINEERS
 10700 WEST 10TH AVENUE, S.E.

NPM

NE ELEVATION

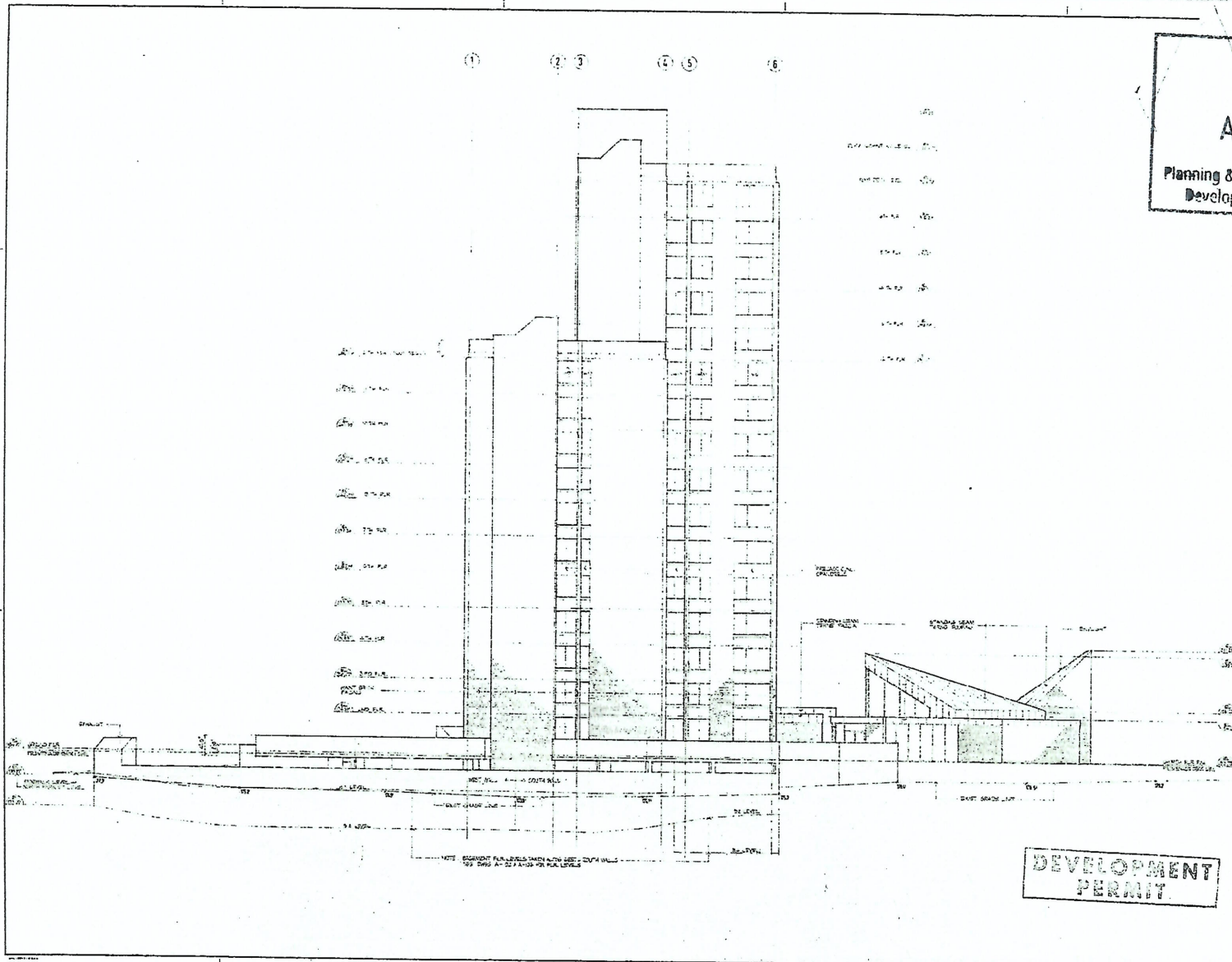
DEVELOPMENT
 PERMIT

North Park Manor Re-Zoning | Existing North East Elevation

Sheet
A-18 numberTEN
 August 1st, 2017
 NTS
 2016526

numberTEN
 10

360-1110 Howe Street
 Victoria, BC
 Canada V8M 1K2
 T 780.261.4100
 F 780.261.4102
 www.numberTEN.com

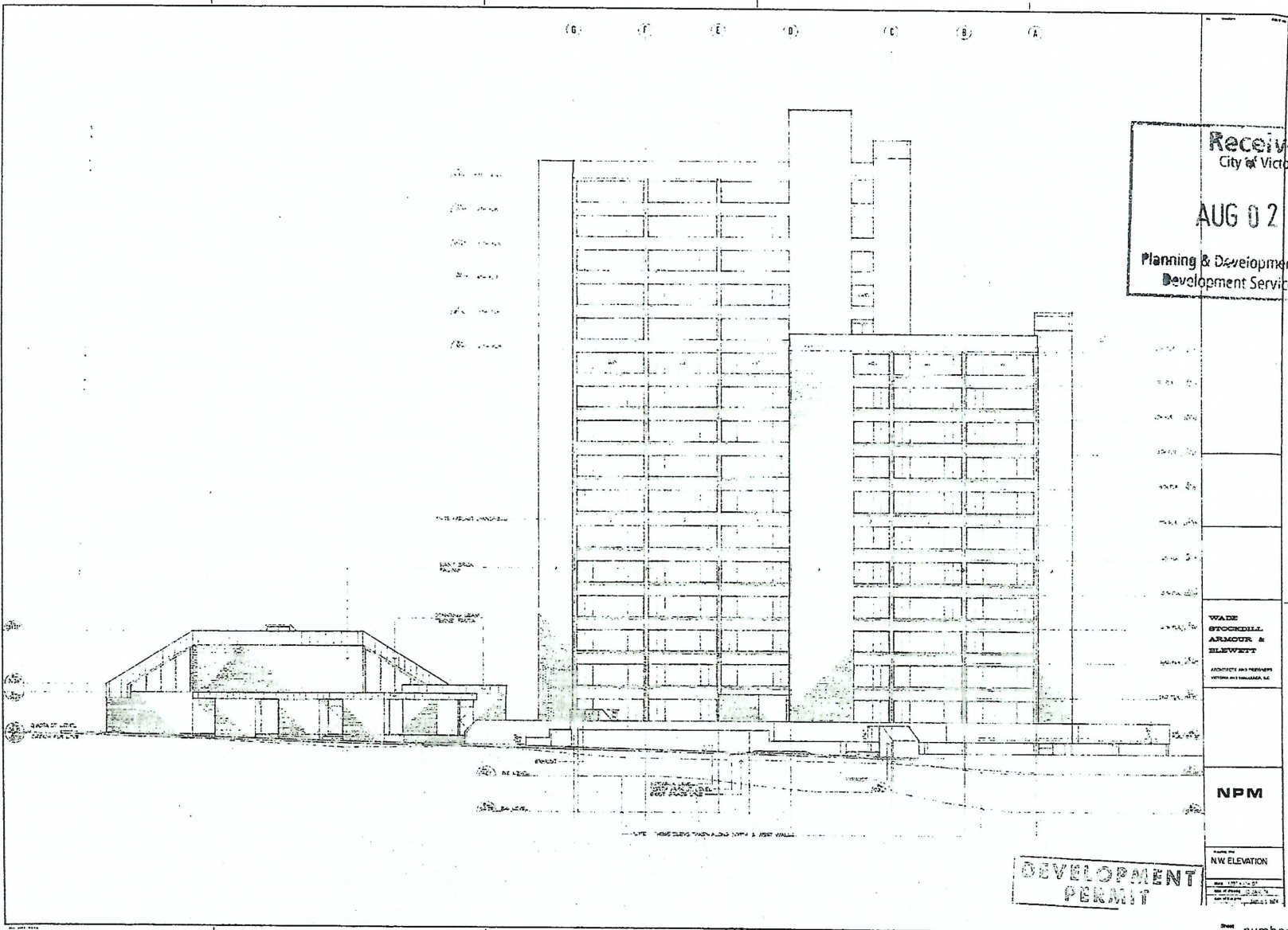


Received
 City of Victoria
 AUG 02 2017
 Planning & Development Department
 Development Services Division

WADE
 BRIDGEMAN
 ARMOUR &
 BLEWETT
 ARCHITECTS AND DESIGNERS
 VICTORIA AND LANGFORD B.C.
 NPM
 SW ELEVATION

North Park Manor Re-Zoning | Existing South West Elevation

Drawn by: **A-19**
 Date: **August 1st, 2017**
 Scale: **NTS**
 Job Number: **2016526**
 number **TEN** number
 10



Received
 City of Victoria
 AUG 02 2017
 Planning & Development Department
 Development Services Division

WADE
 STOCKHILL
 ARMOUR &
 EBLEWETT
 ARCHITECTS AND INTERIORS
 VICTORIA AND SAANICH, B.C.

NPM

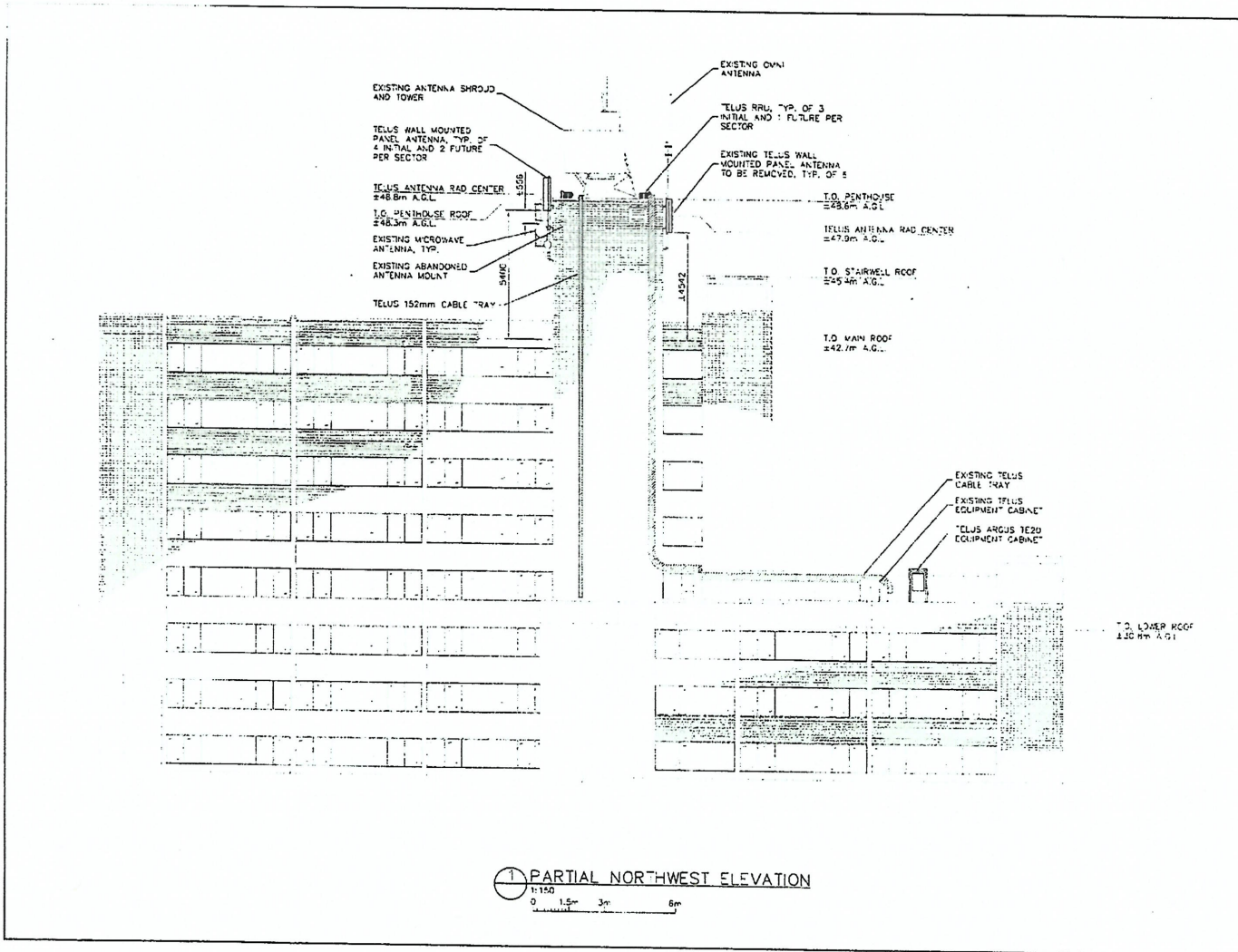
NW ELEVATION

DEVELOPMENT
 PERMIT

North Park Manor Re-Zoning | Existing North West Elevation

Sheet number **TEN** number
A-20
 Date August 1st, 2017
 NTS
 2016526





1 PARTIAL NORTHWEST ELEVATION

NOTES:
 1. ELEVATION IS DIAGRAMMATIC ONLY.
 2. PAINT ANTENNAS, ANTENNA MOUNTS, VISIBLE CABLES AND CABLE TRAY TO MATCH BUILDING.

Received
 City of Victoria
 AUG 02 2017
 Planning & Development Department
 Development Services Division

C	REVISED PER TELUS	RM	OCT 31/11
B	REVISED PER TELUS	RM	JUN 17/11
A	ISSUED FOR REVIEW	RM	MAY 26/11
REV.	DESCRIPTION	BY	DATE

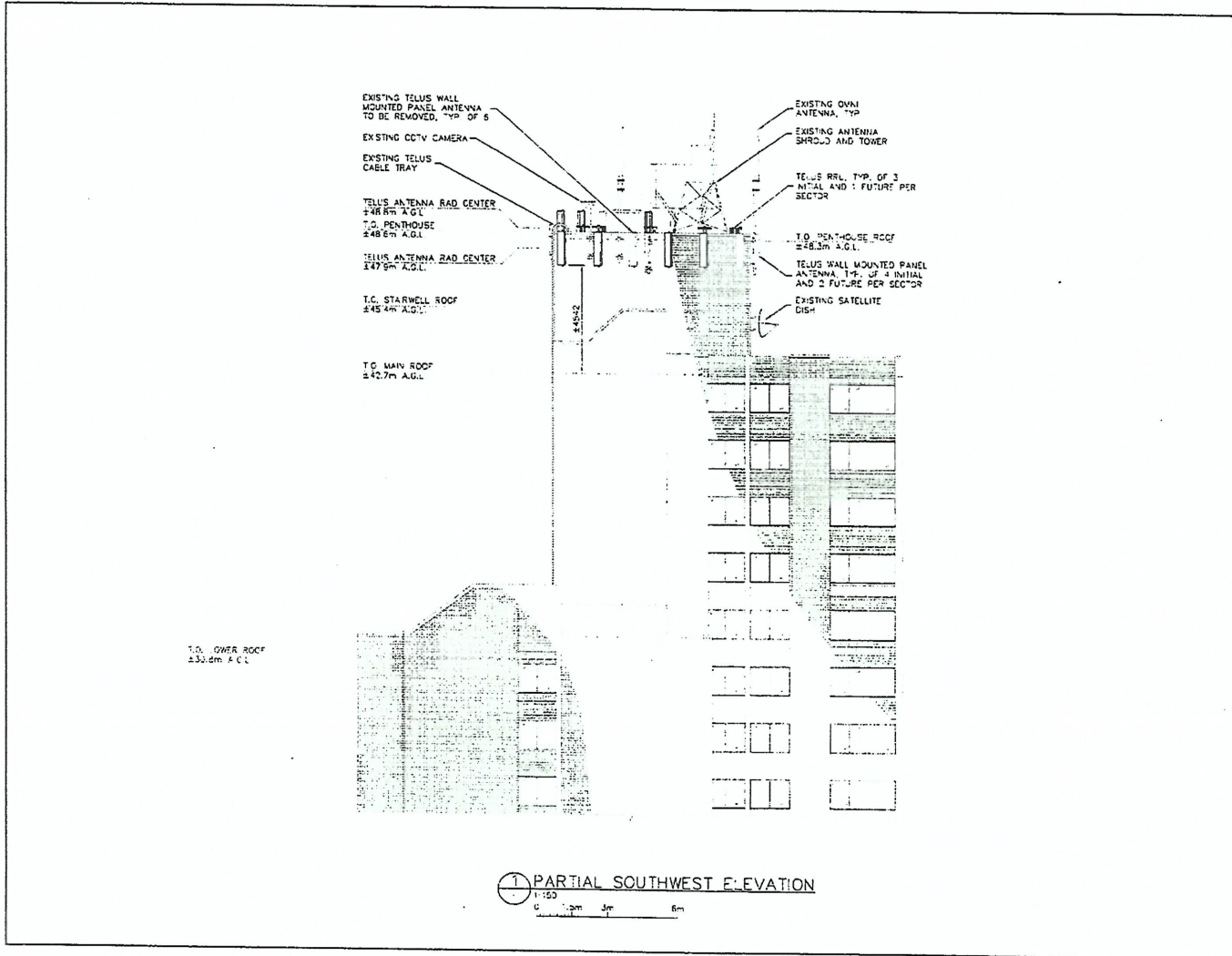
CLIENT:

#731-17665 25TH AVE
 SURREY, BC V3S 7X1
 TEL: (604) 574-5432
 FAX: (604) 574-6431
 EMAIL: info@trk-eng.com
 WEB: www.trkeng.com

PROJECT:
 300218
 NORTH PARK
 875 NORTH PARK STREET
 VICTORIA BRITISH COLUMBIA

DRAWING TITLE
 PARTIAL NORTHWEST
 ELEVATION

SCALE	AS NOTED	DRAWING NO.
CHECK BY:	R.M.	A-4
DRAWN BY:	K.W.	
DATE:	MAY 26/11	
CAD FILE:	110-05344	
PROJECT NUMBER:	110-053	



NOTES:
 1. ELEVATION IS DIAGRAMMATIC ONLY
 2. PART ANTENNAS, ANTENNA MOUNTS, VISIBLE CABLES AND CABLE TRAY TO MATCH BUILDING.

Received
 City of Victoria
 AUG 02 2017
 Planning & Development Department
 Development Services Division

C	REVISED PER TELUS	RV	OCT 31/11
R	REVISED PER TELUS	RM	JUN 12/11
A	ISSUED FOR REVIEW	RV	MAY 26/11
REV.	DESCRIPTION	BY	DATE

CLIENT:

TELUS

TRK ENGINEERING

2201-17588 66TH AVE
 SURREY, BC V3S 7A1
 TEL: (604) 574-8427
 FAX: (604) 574-8427
 EMAIL: info@trkeng.com
 WEB: www.trkeng.com

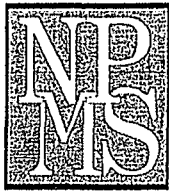
PROJECT:

5002 8
 NORTH PARK
 875 NORTH PARK STREET
 VICTORIA BRITISH COLUMBIA

DRAWING TITLE:

PARTIAL SOUTHWEST
 ELEVATION

SCALE:	AS NOTED	DRAWING NO.
CHECK BY:	R.M.	A-5
DRAWN BY:	K.W.	
DATE:	MAY 26/11	
CAD FILE:	1:10-05345	
PROJECT NUMBER:	1:10-053	



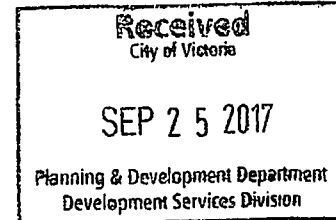
North
Park
Manor
Society

875 North Park Street
Victoria B.C. V8W 3B8
(250) 383-7611

Providing
Non-profit Housing
For Seniors

An Outreach of
First Baptist Church

2/23/2017
Mayor and Council
City Of Victoria



Re: Rezoning Application North Park Manor

North Park Manor is sixteen story building located at 875 North Park Street. The building has 158 suites that provide subsidized housing for seniors.

The building site is subdivided into 3 Strata sites that include First Baptist Church North Park Manor and a Common area.

The site has 52 parking spaces

North Park Manor and the underground parking were constructed in 1973/74.

The church was redesigned in 1974.

The common area amenities include an Activity Hall which is underutilized.

The site is currently zoned R3-C and subject to a Land Use Contract

North Park Manor Society (NPMS) are requesting rezoning to site specific zoning.


NPMS believe the new zoning will facilitate improved conformance with the City approval processes.

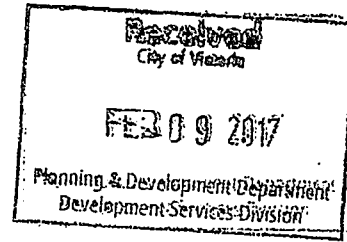
This new zone will require a Parking Variance, given the LUC requirement for 55 stalls and the restrictions of the existing underground parking structure.

It is worth noting that a limited number of tenants own vehicles and generally the church requirements are focused on Sunday use.

NPMS are requesting that the City approve infilling of the Activity Hall with three bachelor suites which will be rented to seniors who have low to medium income. This change will help address a significant demand for affordable seniors Housing

Thank you for your time and consideration.


Terry Gagne
Operations Manager
North Park Manor Society



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.

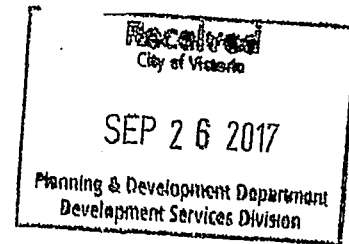
The North Park Land Use Committee is in favour of waiving the CALUC meeting typically required as part of a rezoning application because of the procedural nature of the application, and because the new zoning requirements will be unchanged from the existing LUC.

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



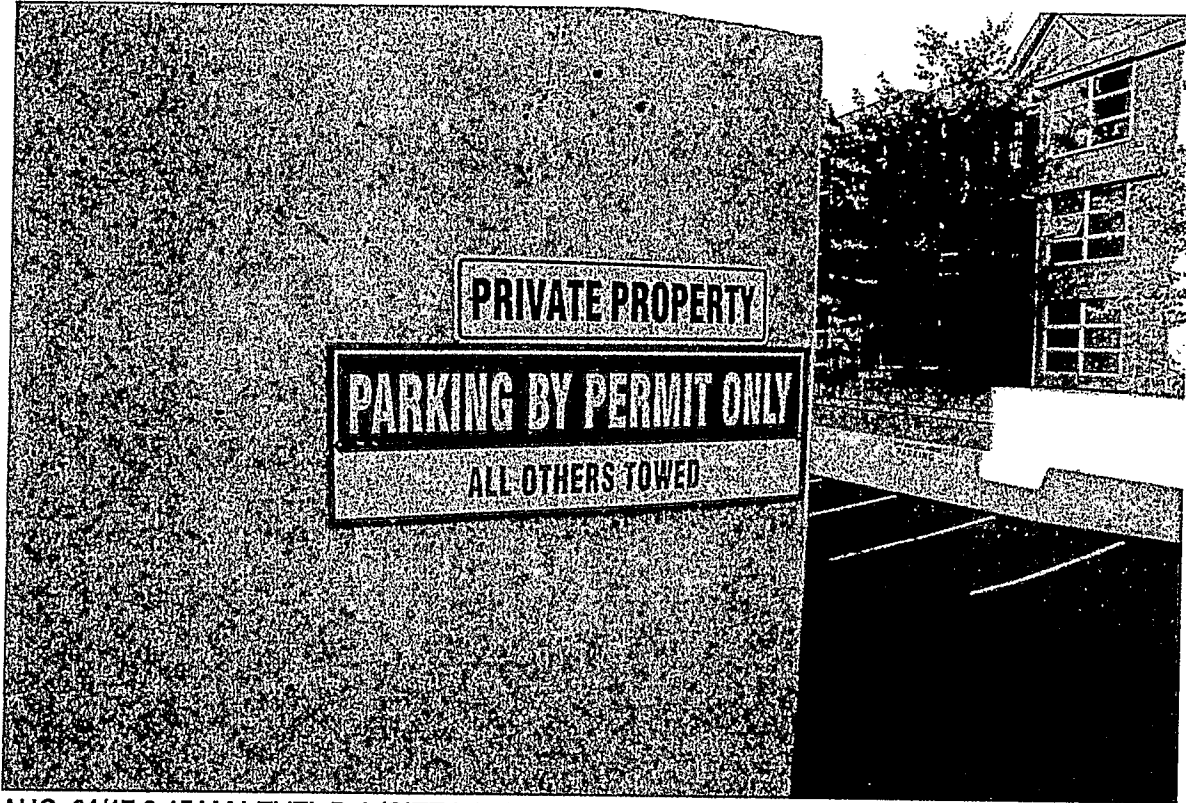
Background:

- 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 2nd 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/9.5m² of Sanctuary area or (261m² / 9.5m² = 27.47 stalls) = 28 stalls, which is > the calculation by Sanctuary seating length.
 - c. The Manor bike parking = 1/unit x161 = 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.



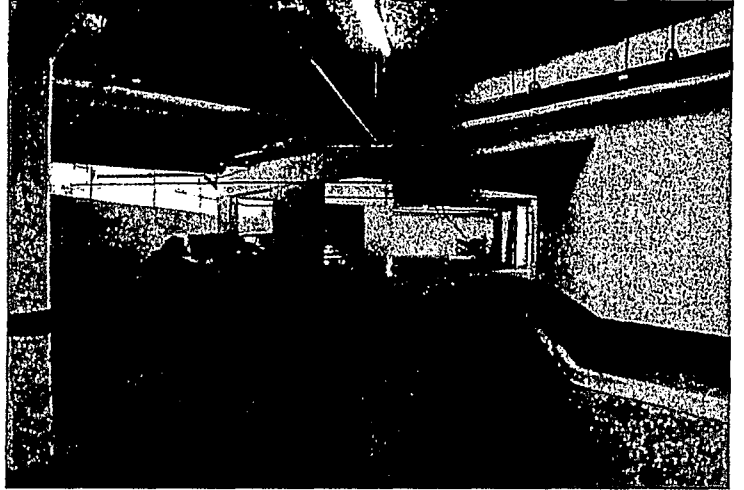
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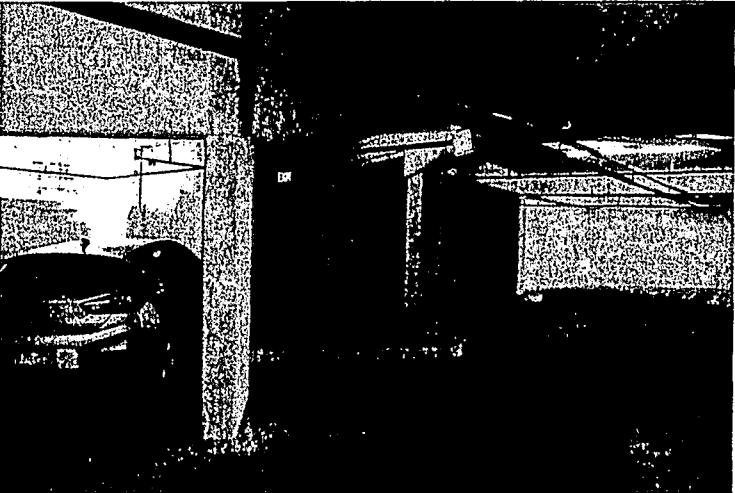
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AUG. 01/17 6:30PM LEVEL B-2 (ENTRY GATE)



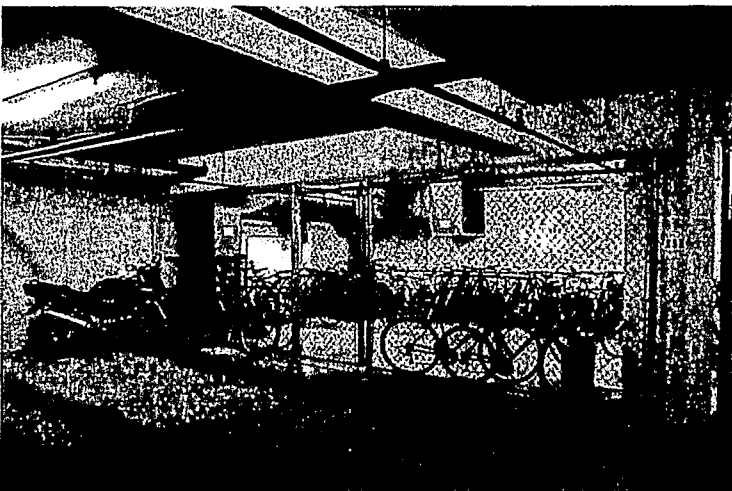
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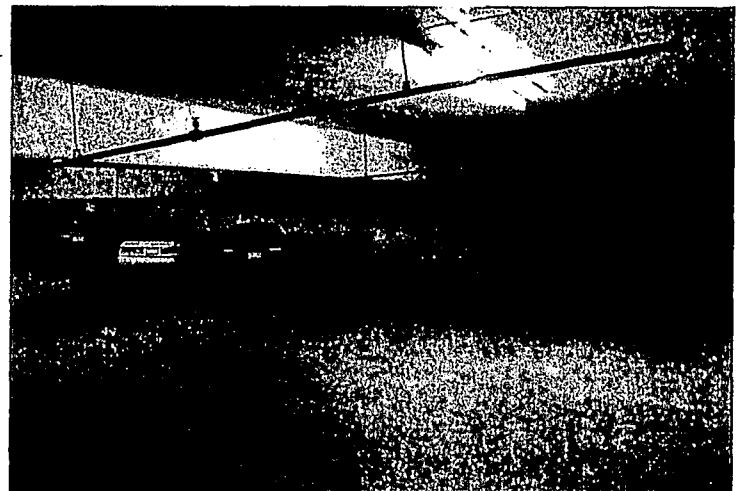
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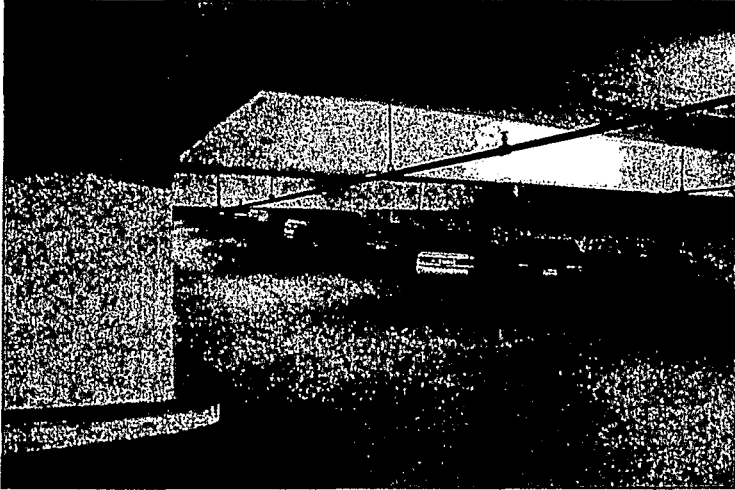
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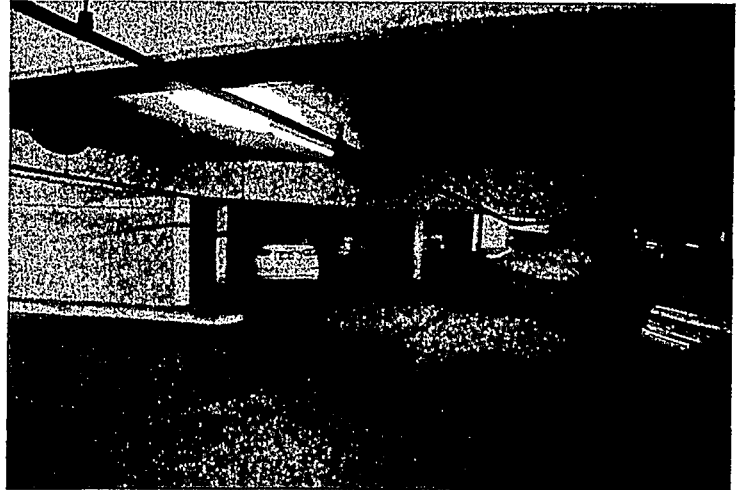
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AUG. 01/17 6:30PM LEVEL B-3



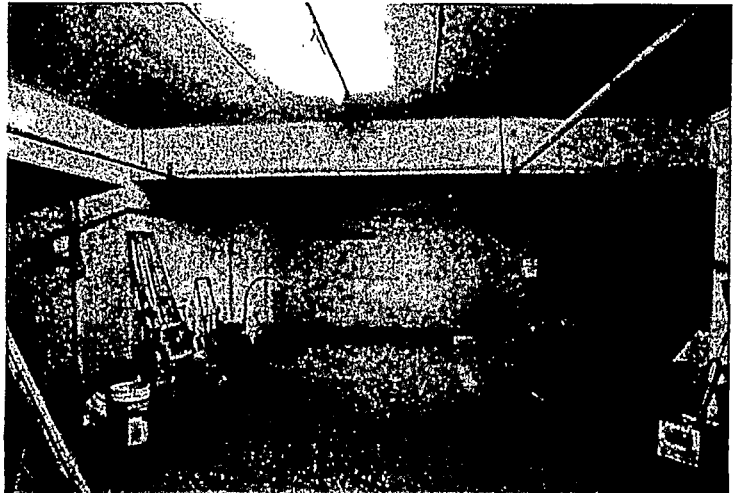
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AUG. 01/17 6:30PM LEVEL B-3



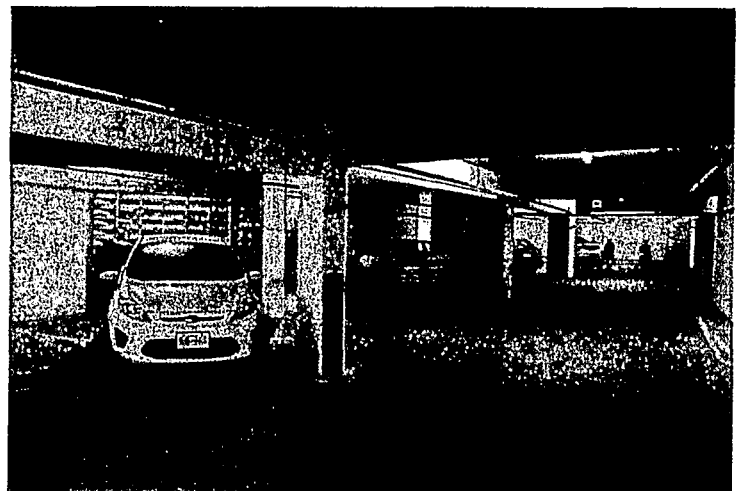
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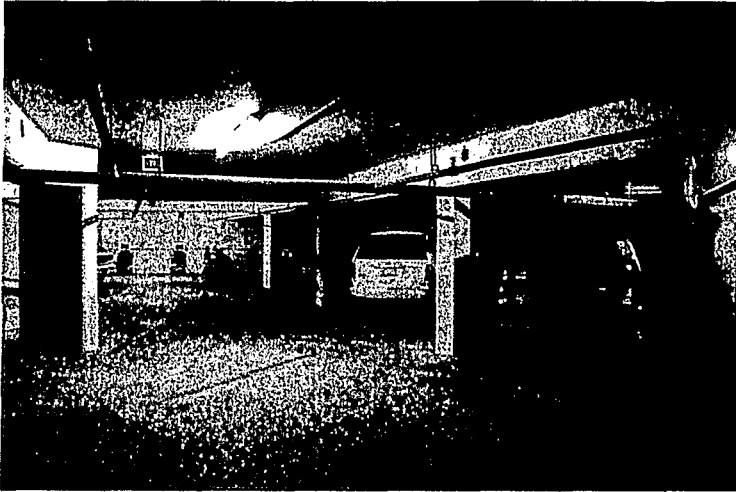
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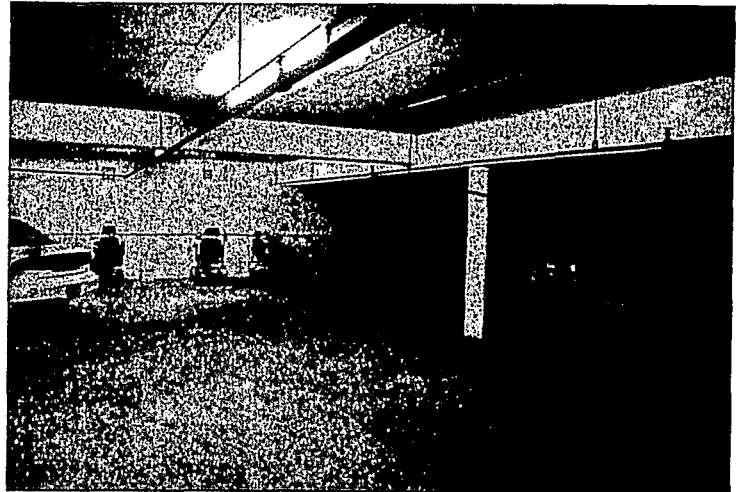
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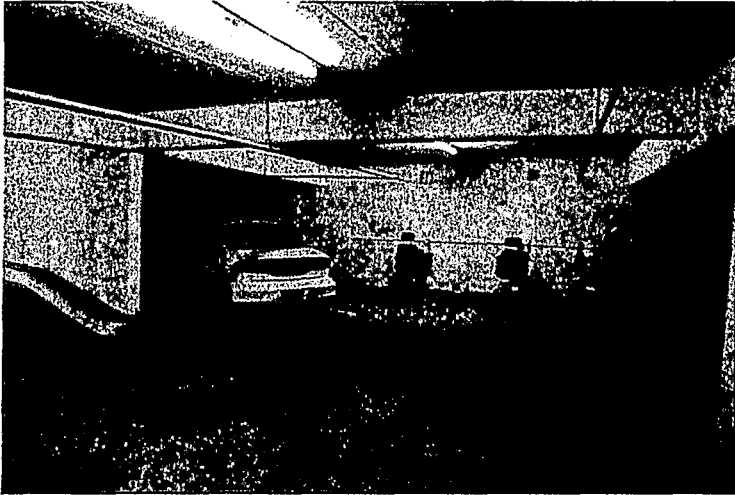
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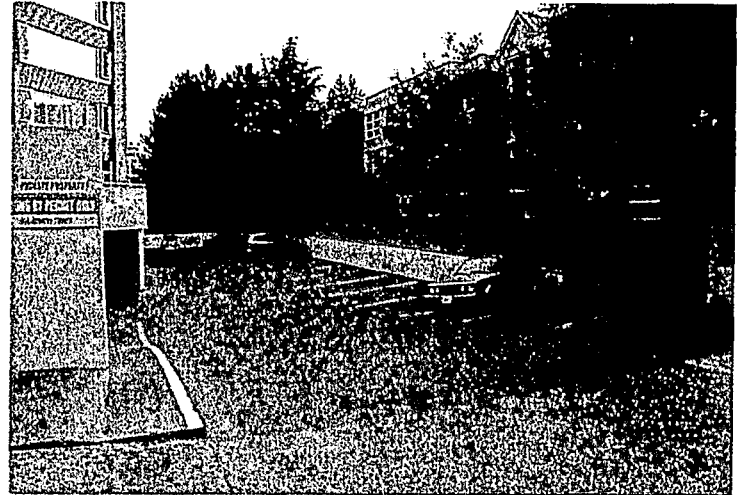
AUG. 01/17 6:30PM LEVEL B-4



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)



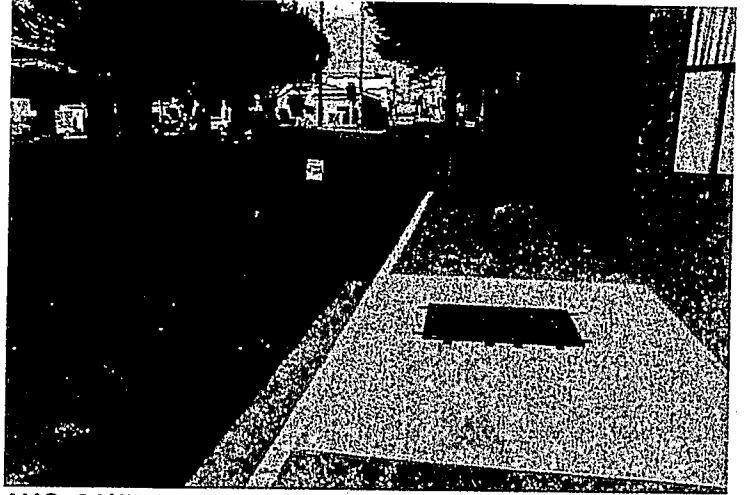
AUG. 01/17 6:30PM LEVEL B-1 (SITE PARKING)



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 15th 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 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 19 73 APPLICANT Helen McInnes NATURE OF INTEREST Land Use Contract DECLARED VALUE Nil DISPOSITION OF C.T. PLEASE MERGE

AS SOLICITORS/AGENTS FOR T. P. O. GRADY BARRISTERS & SOLICITORS 1 CENTENNIAL SQUARE VICTORIA, B.C. PHONE 386-2743

Handwritten notes: 16/73, J-42

Handwritten circled note: B-48077

Form of Land Registry Act (Sec. 50) MEMORANDUM OF REGISTRATION

RECEIVED LAND REGISTRY OFFICE JUN 12 1973

Handwritten signatures and notes on the right side of the page.

- 2 -

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;

- 3 -

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 initialled for identification by the Clerk of the Corporation and without restricting the generality

- 4 -

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

- 5 -

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

- 6 -

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

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)

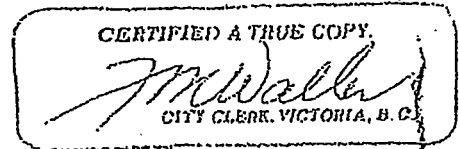
B-48077

SCHEDULE "A"

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

B-48077

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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 22nd 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 12th day of April, A.D., 1973.

M. Sullivan
CITY CLERK

(S.S.)

G. P. Lellan
MAYOR

Form No. 35

Victoria Book & 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 13th day of May, 1973
at Victoria, in the Province of British Columbia
Columbia [whose identity ~~has~~ been proved by the evidence on oath of KOSAI-L JUFU

who is personally known to me, appeared before me and acknowledged to me that he is the CHAIRMAN
of THE NORTH PARK MANOR SOCIETY, and that he is the person
who subscribed his name to the annexed instrument as CHAIRMAN of the said SOCIETY

and 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 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 the acknowledgment is personally known to the officer taking the same, strike out the words in brackets

TS B48077

Form No. 35.

48077
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

THIS LAND USE CONTRACT made in triplicate the 15th 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 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 19 73 APPLICANT Helen McInnes NATURE OF INTEREST Land Use Contract DECLARED VALUE Nil DISPOSITION OF C.T. PLEASE MERGE

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

Handwritten notes: 1/6/73, J-42

Handwritten circled note: B-48077

Form of Land Registry Act (Sec. 50) MEMORANDUM OF REGISTRATION

RECEIVED LAND REGISTRY OFFICE JUN 12 1973

Handwritten signatures and notes on the right side of the page.

- 2 -

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 initialled 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

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)

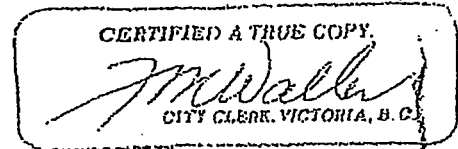
B-48077

SCHEDULE "A"

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

B-48077

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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".

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Passed by an affirmative vote of at least two-thirds of all the members of the Municipal Council the 22nd 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 12th day of April, A.D., 1973.

M. Sullivan
CITY CLERK

(S.S.)

G. P. Lellan
MAYOR

Form No. 35

Victoria Book & 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 16th day of May, 1973
at Victoria, in the Province of British Columbia
Columbia [whose identity ~~has~~ has been proved by the evidence on oath of KOSAI-L JUFU

who is personally known to me, appeared before me and acknowledged to me that he is the CHAIRMAN
of THE NORTH PARK MANOR SOCIETY, and that he is the person
who subscribed his name to the annexed instrument as CHAIRMAN of the said SOCIETY

and 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 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 the acknowledgment is personally known to the officer taking the same, strike out the words in brackets

TS B48077

Form No. 35.

48077
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.

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