

## Balantzyan, Berg

---

**From:** Boldt, James  
**Sent:** Tuesday, June 06, 2017 1:58 PM  
**To:** LeBreton, Wendy  
**Cc:** Balantzyan, Berg  
**Subject:** RE: 3365 Commercial (DP-2017-00181) - conditions deadline approaching

Hi Wendy – attached are conditions for DP. I don't have any Section 1 design conditions. For Section 2 there is a retention drawing one below. This can be deleted if Berg has already inserted such a condition.  
The rest are conditions on the DP.  
Thanks!

2.x an "Assurance of Retention of Existing Portions of Buildings" letter (copy attached) and colour-coded detailed elevation drawings from a Registered Architect or Engineer are to be submitted, in triplicate, verifying that the portions of the existing structure shown as being retained can in fact be retained, and that he/she will supervise the construction to ensure the retention occurs.

Notes are to appear on the retention drawings indicating the following:

- (i) that all parts of the building shown as being retained will be retained in place, and not removed from their original location within the building at any time;
- (ii) that 'retained wall' means the retention of the existing studs and sheathing;
- (iii) that 'retained floor' means the retention of the existing floor joists and sub-floor; and
- (iv) that 'retained roof' means the retention of the existing roof rafters and sheathing.

The drawings should also indicate, in detail, the proposed strategies for the retention and/or replacement of all exterior doors, windows, trim, and cladding materials.

In addition, three copies of a letter signed by the Registered Architect or Engineer, indicating the sequence of construction, are to be submitted, in order to ensure that the construction is carried out in a manner that retains the building on the site at all times.

(Note to Applicant: Retention of the heritage building is required. Therefore, the above information is required to ensure that the proposed work is viable. If significant structural changes are proposed, then a full set of revised drawings, including plans and sections, will be required. A copy of the approved retention drawings and the sequence of construction letters will form part of any approved Building Permit drawings. Please contact the Development Planner or the Heritage Planner if you have any questions about these issues.)

---

3.x In the event that retention of portions of the heritage building which are to be retained cannot occur as shown on the approved plans all construction work must cease. Construction must stop as the work is no longer in compliance with the approved permit and the permit would now be considered to be invalid. Replication or replacement of existing portions of the building that were to be retained does not comply where retention is a condition of the permit. Planning staff must be contacted to discuss options including the possibility of new permits in the event the building cannot be retained as shown on the approved plans.

3.x all windows for the heritage building are as approved on the drawings and any substitutions or changes require the approval of the Director of Planning before the replacement windows are installed.

Regarding the heritage building, unless noted otherwise, "existing" means the existing window retained and refurbished in place or removed and refurbished and re-installed.

3.x regarding the heritage building, all new trims and wood elements are to be sanded and painted fir or cedar (textured or combed products are not approved) unless specifically approved otherwise on the drawings.

3.x all work is to be consistent with the approved Conservation Plan, or equivalent documentation, which forms a part of the development permit.

---

**From:** LeBreton, Wendy

**Sent:** Monday, June 05, 2017 11:35 AM

**To:** Balantzyan, Berg; Boldt, James; Maness, Alina; Linehan, Marie; Naundorf, Daniel; Foster, Zoe

**Subject:** 3365 Commerical (DP-2017-00181) - conditions deadline approaching

Hi team,

Friendly reminder to please send me your conditions on this DoP item by end of this week.

If you haven't received hard copy drawings, search vandocs for DP-2017-00181 or Posse. Or give me a call.

Thank you kindly,  
Wendy

---

Wendy LeBreton MES | Project Facilitator II | Development, Buildings & Licensing | City of Vancouver

t | 604.871.6796 e | [wendy.lebreton@vancouver.ca](mailto:wendy.lebreton@vancouver.ca)



A CITY  
EVERYONE  
CAN CALL  
HOME

## DCL Waiver Request Form

### Instructions

Projects requesting a DCL waiver are required to provide a rent roll and the proposed construction cost (hard costs only) for the residential rental portion of the development. Staff will evaluate the rent roll and proposed construction cost to ensure the proposed project meets the requirements under the DCL By-laws. This information will be summarized in the rezoning Council Report and included in the Housing Agreement.

Applicants are asked to update and confirm their rent roll and proposed construction cost during Building Permit (when DCLs are waived) and prior to issuance of occupancy permit. Once a project is approved (e.g. at public hearing for rezonings) the proposed starting rents can be increased during the period of construction by the allowable increases under the Residential Tenancy Act until occupancy. For more information, please refer to:

[www2.gov.bc.ca/gov/topic.page?pid=539D67CD1FE5488583732CFC299C406](http://www2.gov.bc.ca/gov/topic.page?pid=539D67CD1FE5488583732CFC299C406)



Project Address:	1771 East 17th Ave	
Date:	2017-09-07	Submitted by: Nathan Gurvich
(YYYY/MM/DD)		

PROJECT TYPE	(Check applicable boxes)
<input checked="" type="checkbox"/> Rezoning	<input type="checkbox"/> No rezoning

DWELLING UNITS	(Check applicable boxes)
<input checked="" type="checkbox"/> All dwelling units in the building are rental units	
<input checked="" type="checkbox"/> No dwelling units in the building are strata units	

STAGE IN PROCESS	(Check applicable boxes)	
<input checked="" type="checkbox"/> Housing Agreement	<input type="checkbox"/> Prior to Approval	<input type="checkbox"/> Building Permit
<input checked="" type="checkbox"/> Application Submission	<input checked="" type="checkbox"/> Public Hearing	<input type="checkbox"/> Occupancy Permit
<input checked="" type="checkbox"/> Development Application		

DP.7 00181



A CITY  
EVERYONE  
CAN CALL  
HOME

## RENT ROLL

Unit #	Bedroom Type	Starting Monthly Rental Rate	Size of Unit (Net area)	
A1	Residential - Studio	1200	333	
A2	Residential - Studio	1300	357	
A3	Residential - Studio	1300	350	
A4	Residential - Studio	1300	351	
A5	Residential - Studio	1200	328	
B1	Residential - 1-bedroom	1700	552	
B2	Residential - 1-bedroom	1600	415	
B3	Residential - 1-bedroom	1700	573	
B4	Residential - 1-bedroom	1650	482	
B4-A	Residential - 1-bedroom	1600	407	
B4-B	Residential - 1-bedroom	1600	406	
B5	Residential - 1-bedroom	1700	503	
B5-A	Residential - 1-bedroom	1650	457	
B5-B	Residential - 1-bedroom	1600	408	
B6	Residential - 1-bedroom	1700	525	
B6-A	Residential - 1-bedroom	1700	556	
B6-B	Residential - 1-bedroom	1650	485	
B6-C	Residential - 1-bedroom	1600	445	
B7	Residential - 1-bedroom	1650	476	
B8	Residential - 1-bedroom	1700	544	
B9	Residential - 1-bedroom	1700	527	
C1	Residential - 2-bedroom	2150	658	
C2	Residential - 2-bedroom	2050	589	
C3	Residential - 2-bedroom	2100	654	
C4	Residential - 2-bedroom	2200	680	
C4-A	Residential - 2-bedroom	2250	739	
C5	Residential - 2-bedroom	2050	612	
C6	Residential - 2-bedroom	2250	745	
C6-A	Residential - 2-bedroom	2300	800	
C6-B	Residential - 2-bedroom	2100	653	
D1	Residential - 3-bedroom	2500	802	
D1-A	Residential - 3-bedroom	2500	826	
D2	Residential - 3-bedroom	2500	866	
D3	Residential - 3-bedroom	2650	916	
PD1	Residential - 3-bedroom	2650	907	
PD2	Residential - 3-bedroom	2750	950	
PD3	Residential - 3-bedroom	2650	832	
PD4	Residential - 3-bedroom	2800	959	





[Click to Insert New Row](#)

### Project Summary

	Total #	Average Starting Monthly Rent	Average Unit Size	
Studio	39	1269	349	
1-bed	32	1667	502	
2-bed	26	2148	675	
3-bed	14	2600	866	
Project Total	111	N/A	N/A	

### Cost Summary

	Residential rental hard costs only	
Proposed construction cost	\$18,554,190	

### Internal Use ONLY

#### RENT ROLL & COVENANT

	DCL BY-LAW MAX RENT AT PH	*DCL BY-LAW MAX RENT AT BP	"DCL BY-LAW MAX RENT AT OCCUPANCY
DATE:	YYYY/MM/DD	YYYY/MM/DD	YYYY/MM/DD
Studio			
1-bed			
2-bed			
3-bed			
Project Total			

- ☐ A) Signed housing agreement and rental covenant comply with DCL by-law.  
☐ B) All dwelling units in the building are rental units.  
☐ C) No dwelling units are strata units.  
☐ D) Average rents per unit type comply with the DCL by-law.

Reviewed By:	
	Director, Housing Policy & Projects (Signature)
Date:	YYYY/MM/DD

#### UNIT SIZES & PROPOSED CONSTRUCTION COST

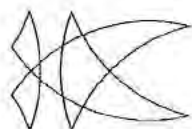
- ☐ A) Proposed construction cost complies with the DCL by-law.  
☐ B) The average unit sizes comply with the DCL by-law.

Reviewed By:	
	Director of Planning (Signature)
Date:	YYYY/MM/DD

#### GENERAL MANAGER APPROVAL

Reviewed By:	
	General Manager, Planning, Design & Sustainability (Signature)
Date:	YYYY/MM/DD

Note to Staff: Please add the Maximum Allowable Rent Increases applicable under the RTA.



**Brown Strachan Associates**  
**Consulting Engineers in Acoustics**

Project: 806.161

July 10, 2017

Yamamoto Architecture Inc.,  
202 - 33 East 8th Avenue  
Vancouver, BC V5T 1R5

Attention: Mr. Piyush Sanghadia



**DP 7 0 0 1 8 1**

Dear Mr. Sanghadia:

Re: 3365 Commercial Drive, Vancouver

Appended is our report entitled "3365 Commercial Drive - Acoustical Evaluation".

Please call if you have any questions.

Yours very truly,

BROWN STRACHAN ASSOCIATES

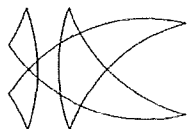
Andrew R. Fawcett, Eng.L., AScT.

ARF/jl/17Jul/Yamamoto.ttl

3365 COMMERCIAL DRIVE  
ACOUSTICAL EVALUATION

Prepared for:  
YAMAMOTO ARCHITECTURE INC.

Andrew R. Fawcett, Eng.L., ASCT.  
David W. Brown, P.Eng.  
July 10, 2017



Brown Strachan Associates  
Consulting Engineers in Acoustics

## CONTENTS

### 1.0 INTRODUCTION

### 2.0 DESIGN CRITERIA

### 3.0 RECOMMENDATIONS

#### 3.1 Exterior Design Noise Levels

#### 3.2 Residential Facade Upgrades

#### 3.3 Ventilation & Equipment

### 4.0 DISCUSSION

#### 4.1 Method of Evaluation

#### 4.2 Traffic Noise

#### 4.3 SkyTrain Noise

#### 4.4 Interior Noise

### 5.0 CONCLUSION

### APPENDIX

3365 COMMERCIAL DRIVE - ACOUSTICAL EVALUATION

1.0 INTRODUCTION

Brown Strachan Associates have been retained by Cressey (18th Ave) Development LLP to conduct an acoustical evaluation of the residential development at 3365 Commercial Drive (DP-2017-00181), as designed by Yamamoto Architecture Inc. (drawings dated November 2016, prints appended).

In response to Item 2.7 of the City of Vancouver prior-to conditions (print appended), the terms of reference of this report are to assess road traffic and SkyTrain noise on the proposed development and to recommend facade upgrades necessary to satisfy interior noise level design criteria specified by the City of Vancouver. This report considers noise from future traffic on Commercial and East 18th Avenue, together with SkyTrain activity.

2.0 DESIGN CRITERIA

The project site is zoned CD-1 and has been evaluated with respect to the following design criteria, specified under Section 9 Acoustics of the CD-1 (644) By-law (prints appended):

"...the noise levels in those portions of the dwelling units listed below do not exceed the noise level set opposite such portions. For the purposes of this section, the noise level is the A-weighted 24-hour equivalent (Leq) sound level and is defined simply as noise level in decibels.

<u>Portions of dwelling units</u>	<u>Noise levels (Decibels)</u>
Bedrooms	35
Living, dining, recreation rooms	40
Kitchen, bathrooms, hallways	45



### 3.0 RECOMMENDATIONS

Full disclosure should be made to prospective residents that the proposed development is adjacent to an arterial transportation route and SkyTrain, which may be a source of annoyance to some individuals.

The following are recommendations to satisfy the City's interior noise level design criteria, based on the drawings referenced above. These recommendations may be revised based on the final building design, window & door areas, etc. Where necessary, the working drawings and window & door shop drawings should be reviewed with reference to these recommendations.

Notations are required on the plans confirming that the acoustical measures will be incorporated into the final design, based on the recommendations of this report as concurred with or amended by the City (Item 1.23i of prior-to conditions, print appended).

#### 3.1 Exterior Design Noise Levels

For the most exposed location along Commercial Drive, the recommended exterior design level is  $Leq(24) = 69$  dB (prints appended), including traffic and SkyTrain noise.

#### 3.2 Residential Facade Upgrades

Recommended window and door upgrades are indicated on the appended "3365 Commercial Drive - Facade Upgrade Schedule" (Schedule).

The window and door supplier(s) should submit fenestration test reports to ASTM E90 for their proposed assemblies, i.e. glazing including frame & door assemblies, confirming specified OITC ratings are met. At substantial completion, the supplier(s) should confirm in writing that their rated assemblies, as installed on site, are equivalent to their tested assemblies and conform fully with this report and the appended Schedule.

Wind loading, safety, structural requirements, visual specifications, etc., should be checked for all glazing and may dictate thicker glazing units than recommended on the appended

Schedule, e.g. Code 4.3.6 & 9.6 (VBBL equiv). Glazing may require strengthened glass to meet the maximum size requirements of the Code and may have a size limitation to meet visual specifications, structural requirements, etc., i.e. mullions may be required. Good quality airtight weatherstrip should be specified on all exterior doors and windows. Windows should meet the A3 air-tightness standard of CSA A440, as referenced in the Code, e.g. 5.10.2 & 9.7.4.

Sound transmission through the exterior facade has been evaluated based on the specified window and door areas, conventional exterior construction and finishes comparable to Hardie panel or brick. Rooms requiring exterior wall upgrades are indicated on the appended Schedule. Where the exterior finish is conventional brick, no exterior wall upgrades are necessary to satisfy the City's design criteria.

### 3.3 Ventilation & Equipment

Ventilation details, thermal requirements, etc. should be designed by a mechanical consultant. Equipment should be selected to satisfy Code acoustical requirements (VBBL equiv.), e.g. 6.2.1.1 & 9.32.3.5, and the City's Noise Control By-law 6555.

Sound transmission through the exterior facade has been evaluated based on windows and doors in the closed position. Alternative means of ventilation may be required, such as continuously rated bathroom or kitchen exhaust fans providing the necessary ventilation requirements, e.g. Code 6.2.2 & 9.32.

Where make-up air is required for ventilation, natural air leakage of the building envelope, corridor pressurization, etc., may be a consideration (check with mechanical). Natural leakage can be supplemented by partially open windows using the open window areas listed in Table I (appended). If make-up air ducts from the exterior are also required to satisfy ventilation requirements, the ducts must provide a minimum noise reduction of 45 dB for exterior noise, e.g. nominally 5 ft. of 4" dia. acoustically lined ductwork or lined flexible connector. Where necessary, proposed duct details should be reviewed with reference to the minimum noise

reduction. Where Code related issues govern ductwork in areas such as bathrooms and kitchens, the Code should take precedence.

#### 4.0 DISCUSSION

##### 4.1 Method of Evaluation

The method of evaluation used in this report gives detailed consideration of sound insulation, referencing NRC's IBANA-Calc analysis software and related validation studies (see 4.4, Interior Noise, below). To determine possible facade upgrades necessary to satisfy the City's interior design criteria, evaluation of the proposed building design is based on openable windows and doors in the closed position, rooms with the greatest exposure to noise and the largest glazing / exterior facade area with respect to floor area.

Coordination of Code requirements, acoustical recommendations, field reviews, letters of assurance, etc., should be provided by the Registered Professional of Record.

This report, or review of related documentation such as fenestration acoustical data, window and door shop drawings, etc., is not a certification of on-site noise levels, or any aspect of the construction details. The analysis in this report does not include evaluation of other potential issues such as unusual traffic activity, peak sound transmission (from individual vehicles, SkyTrains, buses or trucks), emergency sources (sirens, etc.), vibration (SkyTrain), public utilities, construction or maintenance related activity, changes to existing infrastructure (road upgrades, etc.), Noise By-law requirements (e.g. #6555), privacy between suites (e.g. Code 5.9 & 9.11), isolation of residential from common or amenity areas, noise from parkade, garbage, recycling, building services such as HVAC or plumbing systems, elevators, mechanical or electrical equipment, roof decks, subjective reaction, non-acoustical issues (e.g. infiltration of precipitation, mould, mildew or other fungus), etc.

##### 4.2 Traffic Noise

Traffic noise exposure has been evaluated based on a.m. + p.m. peak hour traffic volume data in the Bunt & Associates Engineering (BC) Ltd. report for the site. Daily traffic volumes have been estimated based on the a.m. + p.m. peak hour data being equivalent to 13% of the

daily total volume (prints appended). To account for possible future growth and daily/seasonal variation (prints and analysis appended), the Bunt data have been increased by 25%. This area of Commercial Drive is a designated bus & truck route (prints appended). East 18th Avenue is not a bus or truck route.

Based on the Bunt data, site observations and previous studies in this area, the following design data have been used to evaluate future traffic noise at the development:

	Vehicles per day (vpd)	% Heavy Vehicles
Commercial N.Bnd:	9,100	3%
Commercial S.Bnd:	9,800	3%
E. 18th Avenue:	5,000 (total)	3%

Design traffic noise levels have been derived from statistical tables, developed by NRC, in CMHC's "Road and Rail Noise: Effects on Housing" (NHA 5156 08/86). These tables have been used on numerous housing site assessments throughout Metro Vancouver, including recent studies in this area, with good correlation between measured and calculated levels (typically +/-1 dB for normal traffic conditions).

To check that the CMHC traffic noise calculations correlate with existing traffic flow, sample traffic noise level measurements have been conducted at a test location approx. 5m west of the Commercial Drive curb and 13m north of the E. 18th Avenue curb (VanMap print appended). The average measured Leq = 69 dBA (Table 2 & Graph: SUMM, appended), including SkyTrain movements. For the observed traffic activity only, the calculated level is Leq(24) = 68 dB (printout: Predict, appended).

#### 4.3 SkyTrain Noise

The proposed building along Commercial Drive is nominally 30m west of the centre of the elevated Expo Line.

Expo SkyTrain noise has been evaluated based on SkyTrain movement data provided by Mr. Ian Graham and Mr. Vic Friessen, Senior Operations Planners, BC Rapid Transit Co. Ltd. (BCRTC, e-mails appended), together with measured data near the development site. BCRTC have indicated a long term capacity of approx. 6000 cars per day (3000 each direction), which has been used for the design condition.

Sample measurements have been referenced at a test location on the roof of 3490 Porter Street, overlooking the guideway (Ref. Location, VanMap print appended). For eastbound SkyTrain movements in the far guideway, the measured data indicate an average  $Leq(20 \text{ sec}) = 71.5 \text{ dBA}$  at 12m from the centre of the eastbound tracks (four car trains, Graph: Sky, appended). Westbound movements on the near guideway were about 2 dB lower, attributed to reduced vertical angle of view to tracks. Based on the measured eastbound data and a total design volume of 6000 cars per day, the calculated  $Leq(24) = 65 \text{ dB}$  at the Commercial Drive facade.

#### 4.4 Interior Noise

Interior noise has been evaluated with reference to NRC's IBANA-Calc analysis software, related validation studies, statistical source data normalized to future design conditions and facade transmission loss data. On-site sound levels can vary relative to calculated levels due to normal variation in traffic conditions, on-site performance of facade components, flanking sound transmission, etc.

Detailed calculations of sound transmission through the exterior facade are summarized in Table 1 (appended) and include the absorption typical of room furnishings, e.g. bed, carpet, etc. (prints appended). Table 1 shows the sound level transmitted by each sound path such as windows and exterior walls, and compares the total sound to the  $Leq(24)$  design criterion.

#### 5.0 CONCLUSION

Provided the recommendations in this report are implemented, our evaluation indicates the design of the proposed residential development at 3365 Commercial Drive (DP-2017-00181) satisfies the City of Vancouver interior design criteria.



## APPENDIX

## 3365 COMMERCIAL DRIVE - FAÇADE UPGRADE SCHEDULE

This schedule forms part of the Brown Strachan Associates (BSA) acoustical report dated 10 July 2017 and should be read with the full report. It is the supplier's responsibility to ensure that the rated windows and doors, as installed on site, fully conform to this schedule and report (confirm in writing, when requested).

Unless otherwise indicated in table below, provide standard thermal glazing (min. 3-13-3 thermal glazing) for all residential windows and doors on the project. Provide scheduled upgrades for all windows and doors in a given room, including where room extends over multiple facades. Provide windows meeting A3 air-tightness standard of CSA A440, e.g. Code 5.10.2 & 9.7.4.

Level	Suite Type	Room	Glazing Upgrade	Exterior Wall Upgrade
1 to 4	B8 & C3	Bedroom (north elev.)	6-13-4	
	D2	Master Bedroom & Liv/Din	6-13-4	
		Bedroom #2 (two facades)	OITC 35	2x GWB
		Bedroom #3 (east)	6Lam-13-6	2x GWB
	A1 & A2 (studio)	Liv/Din	6-13-4	
	C5	Master Bedroom & Liv/Din	6Lam-13-6	2x GWB (M.Bed. Only)
		Bedroom #2 (18th facade)	6-13-4	
C6	Bedrooms (both) & Liv/Din	6-13-4		
5	D3	Bedroom #2 & 3 (north)	6-13-4	
	D2	Master Bedroom & Liv/Din	6-13-4	
		Bedroom #2 (two facades)	OITC 35	2x GWB
		Bedroom #3 (east)	6Lam-13-6	2x GWB
	A2 (studio)	Liv/Din	6-13-4	
	C5	Master Bedroom & Liv/Din	6Lam-13-6	2x GWB (M.Bed. Only)
		Bedroom #2 (18th facade)	6-13-4	
C6	Bedrooms (both) & Liv/Din	6-13-4		
6	B9	Bedroom	6-13-4	
	D2	Master Bedroom & Liv/Din	6-13-4	
		Bedroom #2 (two facades)	OITC 35	2x GWB
		Bedroom #3 (east)	6Lam-13-6	2x GWB
	A3 (studio)	Liv/Din	6-13-4	
	D4	Bedrooms (all)	6Lam-13-6	2x GWB
		Liv/Din	6-13-4	
C6	Bedrooms (both) & Liv/Din	6-13-4		

**Upgrades:** (including exterior doors).

**OITC 35:** Provide OITC 35 rated windows and doors. Note: This is a stringent design requirement, possible requiring triple glazing and/or thick laminated glazing.

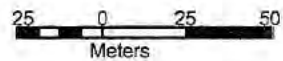
**6Lam-13-6:** 6mm Laminated glass - 13mm airspace - 6mm glass (6Lam-13-6 thermal glazing) rated OITC 32, or the equivalent with the same acoustical rating (stringent design requirement for doors).

**6-13-4:** 6mm glass - 13mm airspace - 4mm glass rated OITC 29, or equiv. with same acoustical rating.

**2x GWB:** Unless specified with a full façade of conventional brick, provide two layers of 5/8" Type X or C interior drywall directly to exterior framing (exclude closets).

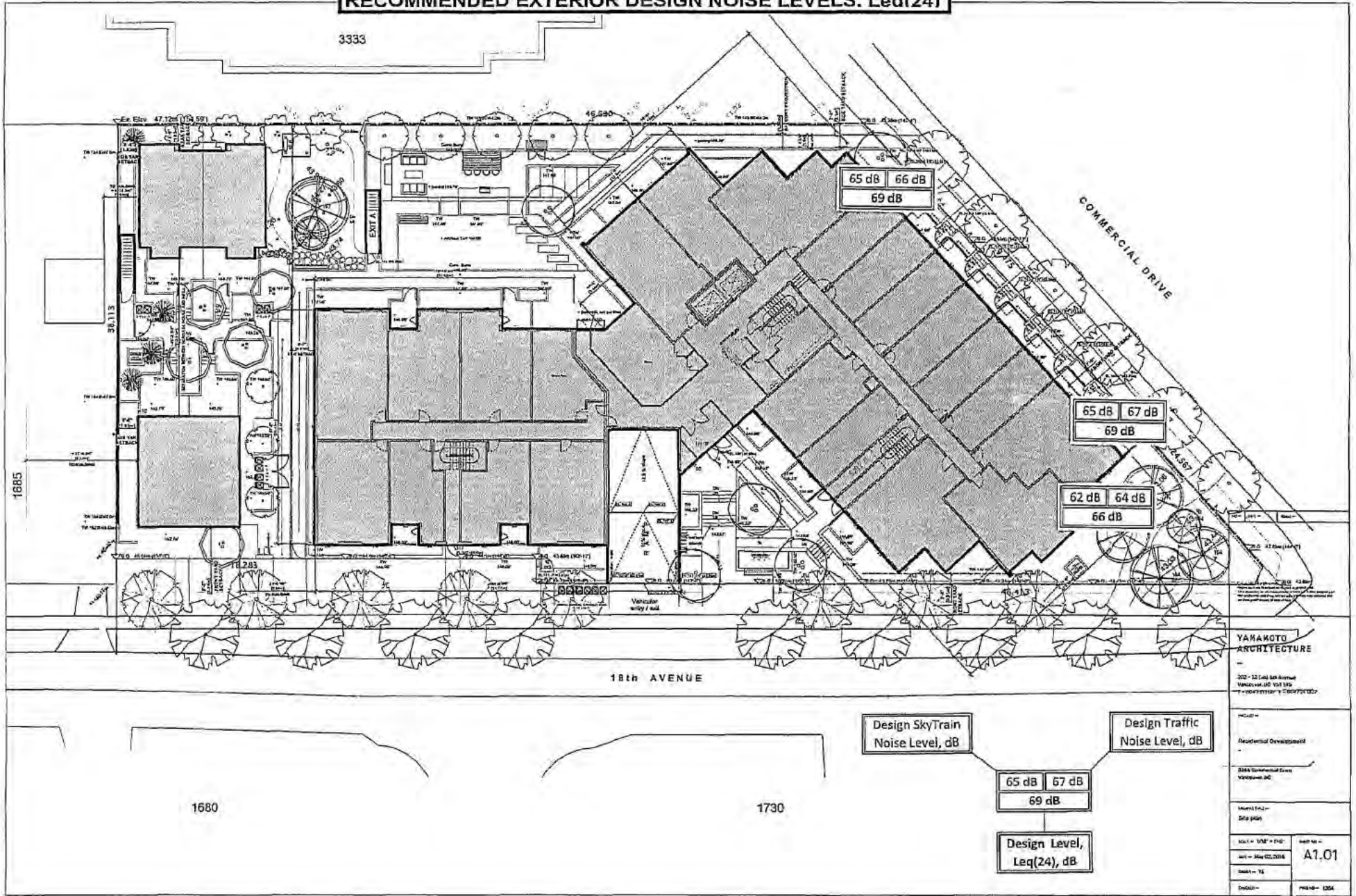
For acoustically rated windows and doors, provide fenestration test reports to ASTM E90, particularly for windows and doors specified with OITC 32 & 35 ratings. For all glazing, check wind loading, safety, structural, thermal requirements, visual specifications, etc. If necessary, provide thicker glazing units than recommended above. Glazing may require strengthened glass to meet maximum size requirements of Code and may have size limitation to meet visual specifications, structural requirements, etc. (i.e. mullions may be required). Provide good quality airtight weatherstrip for all exterior doors and windows.

Schedule based on drawings dated November 2016, received 5 July 2017.



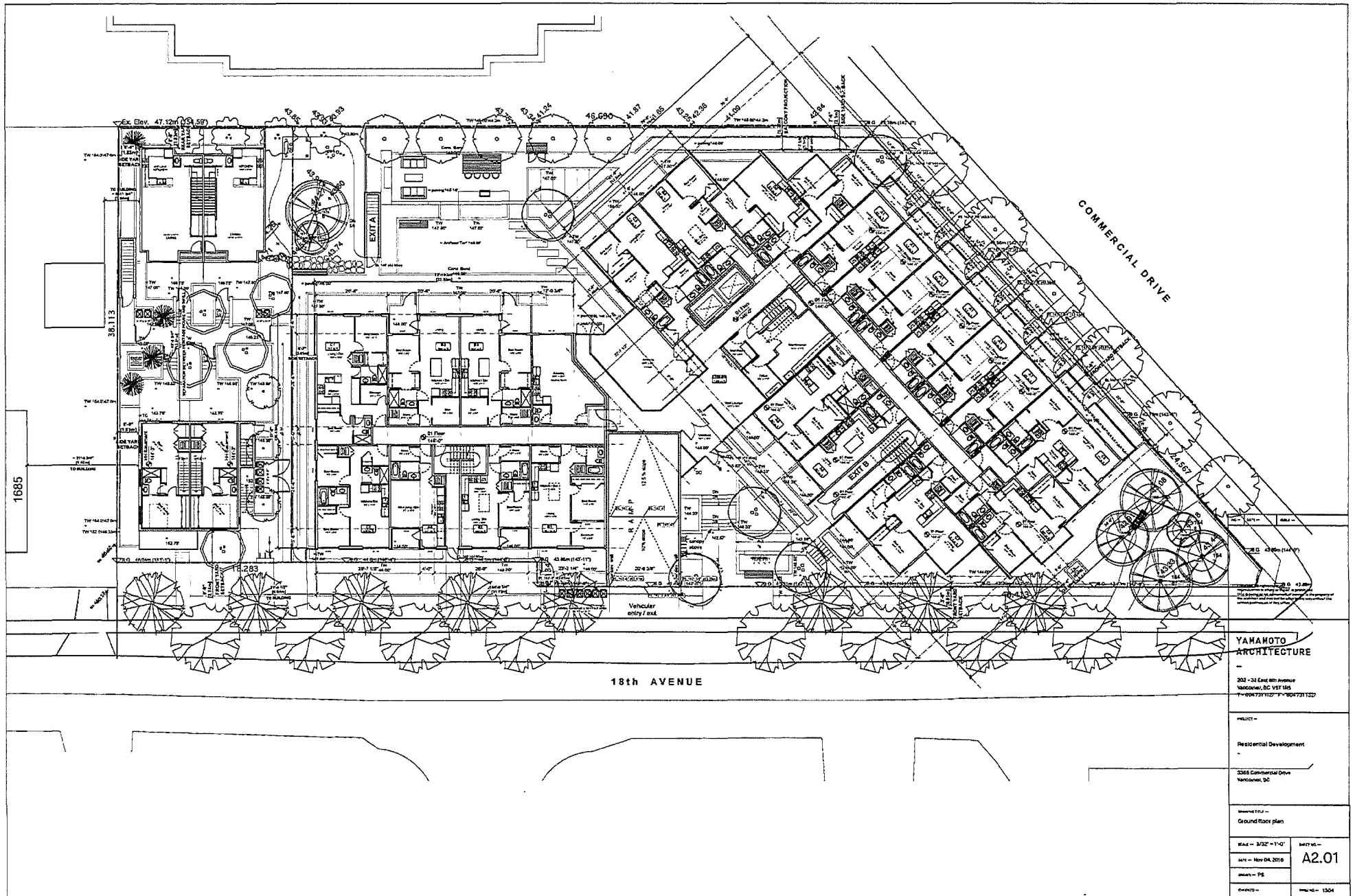
Jul 05, 2017 11:07

# RECOMMENDED EXTERIOR DESIGN NOISE LEVELS. Leq(24)

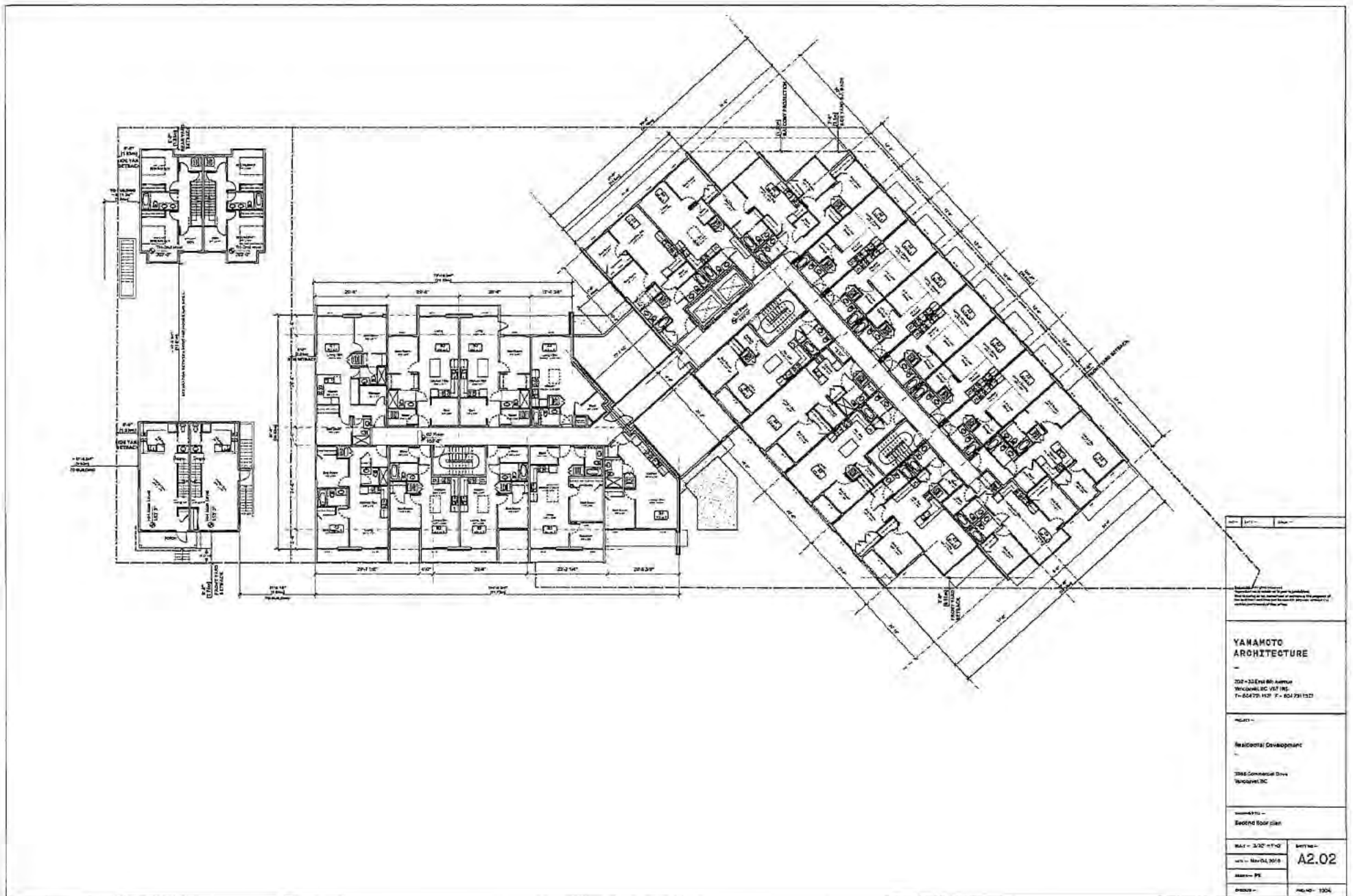


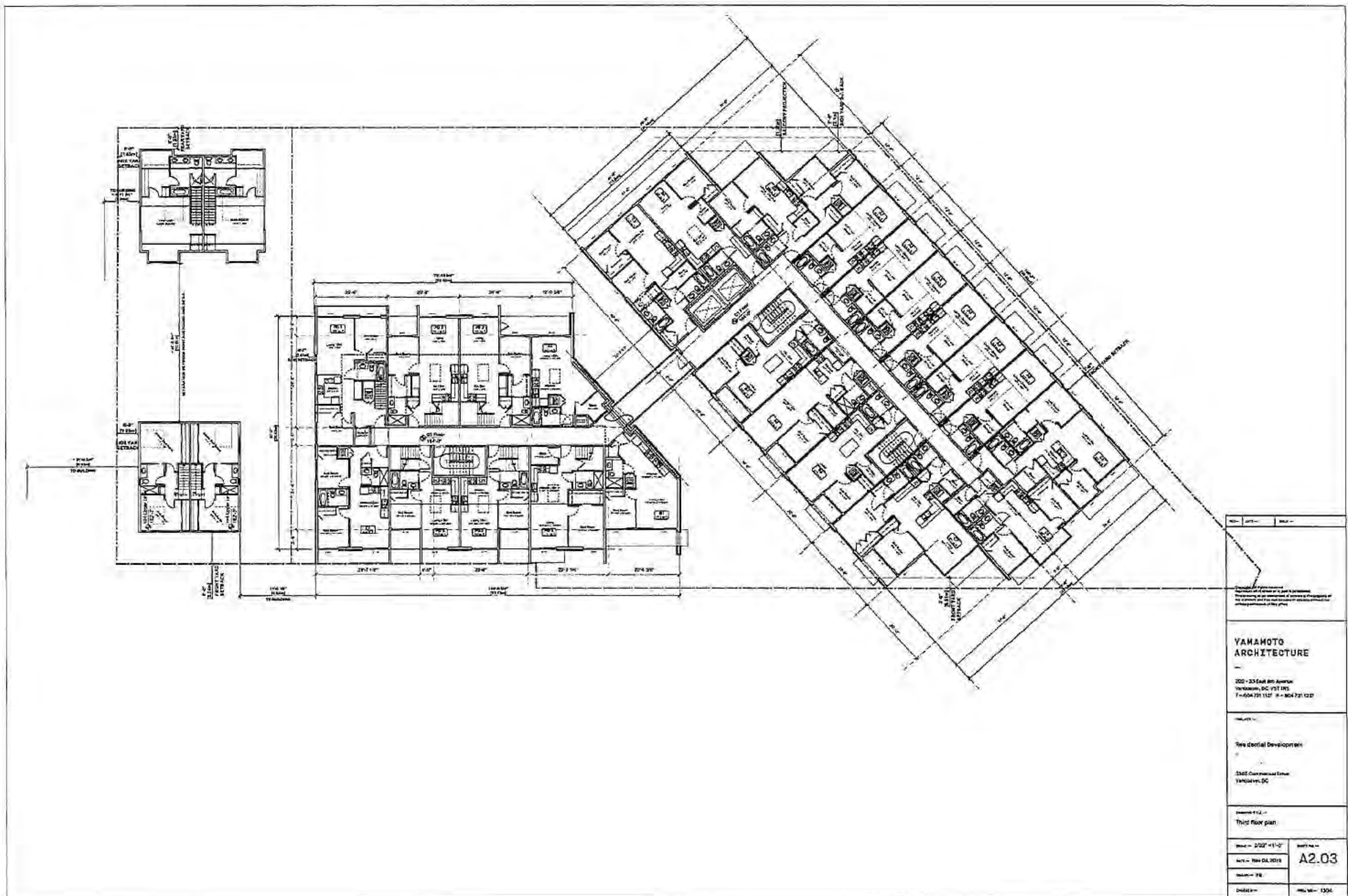
YAMAKOTO ARCHITECTURE	
302-12141 8th Avenue Vancouver, BC V6L 1K9 Tel: (604) 275-1111 Fax: (604) 275-1112	
Project Name: Academy Development	
3000 Commercial Drive Vancouver, BC	
Project File: Site plan	
Scale: 1/8" = 1'-0"	Sheet No.: A1.01
Date: May 02, 2018	
Drawn by: TA	
Checked by: JDA	



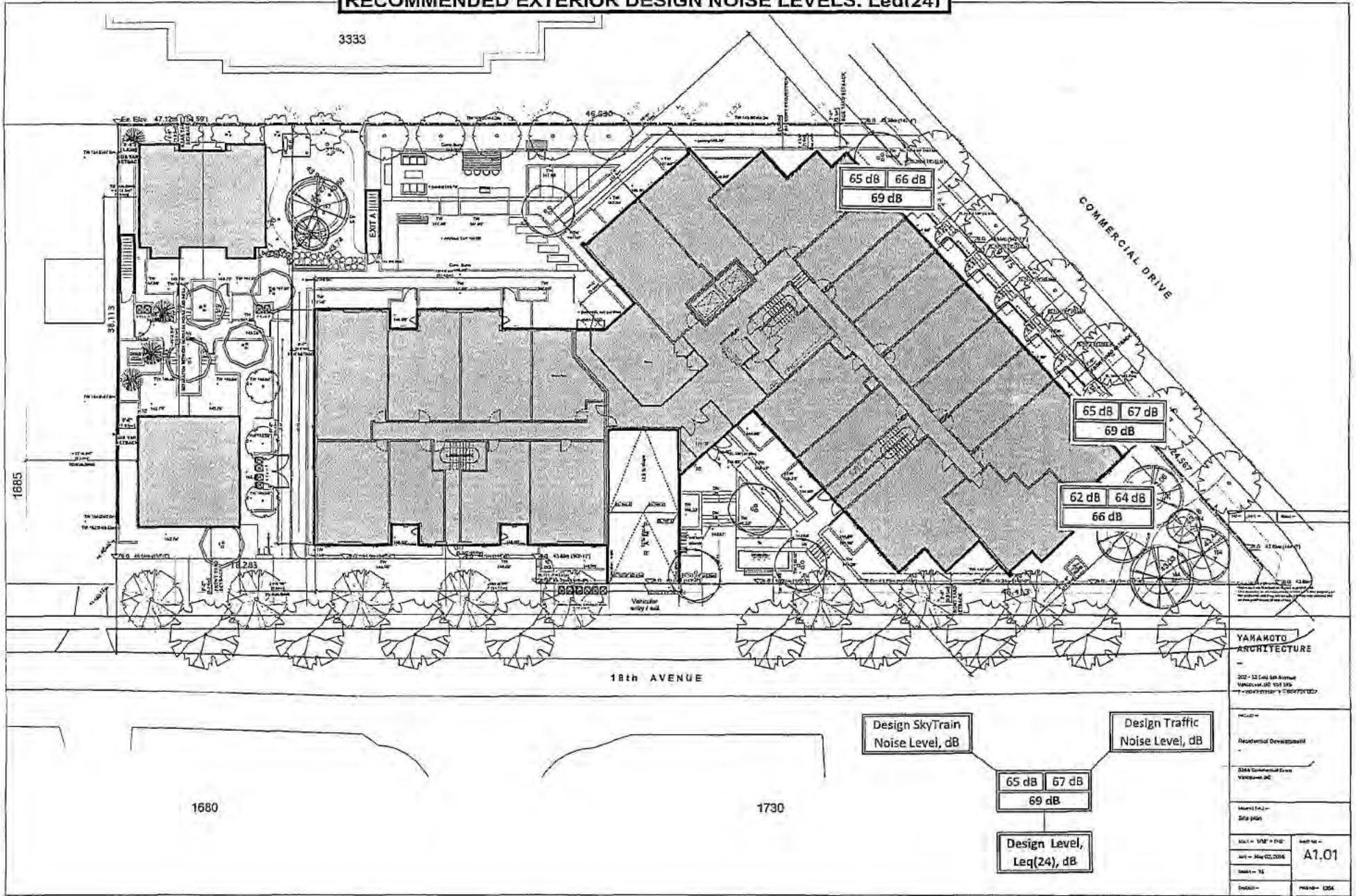








# RECOMMENDED EXTERIOR DESIGN NOISE LEVELS. Leq(24)

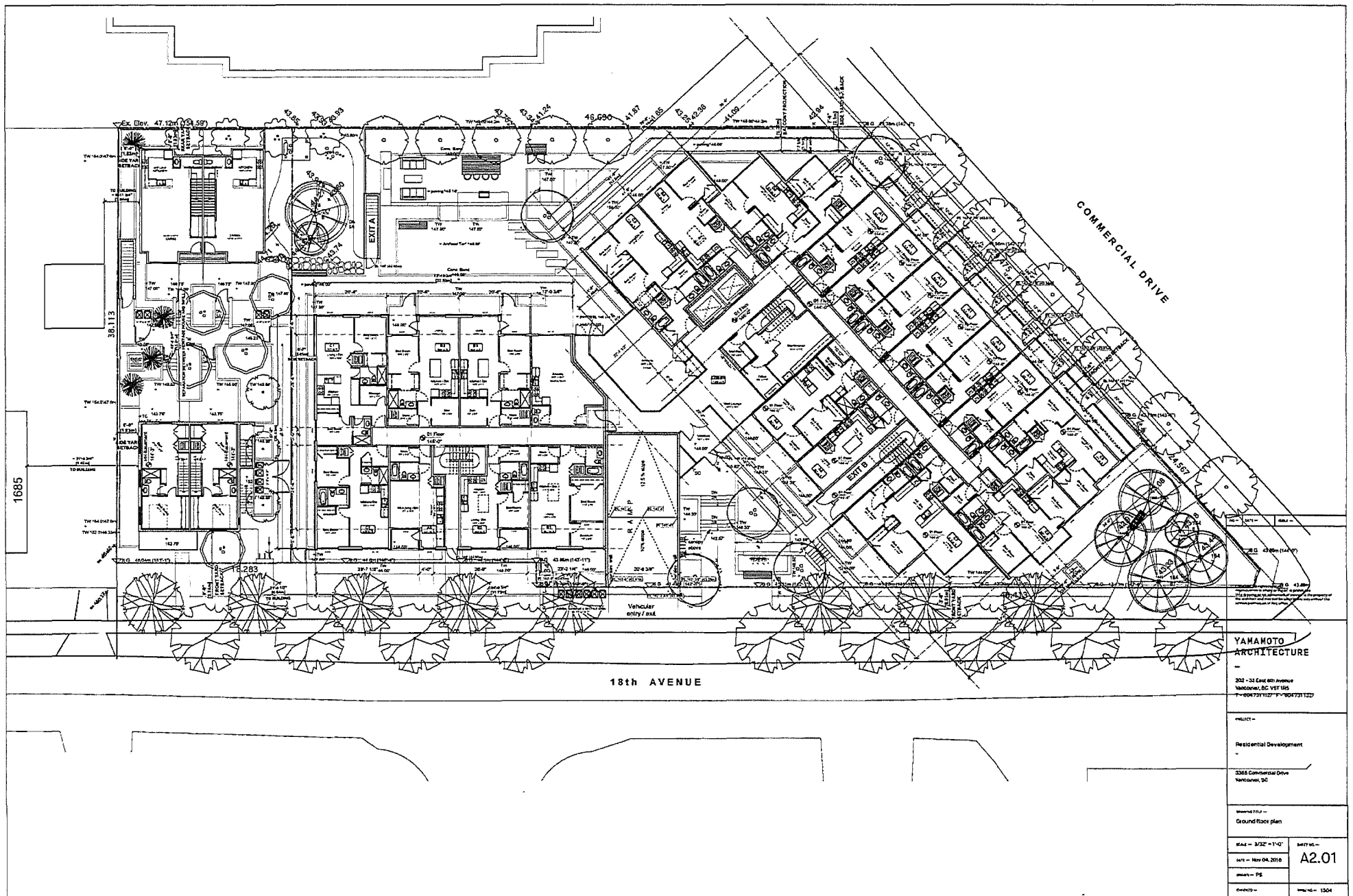


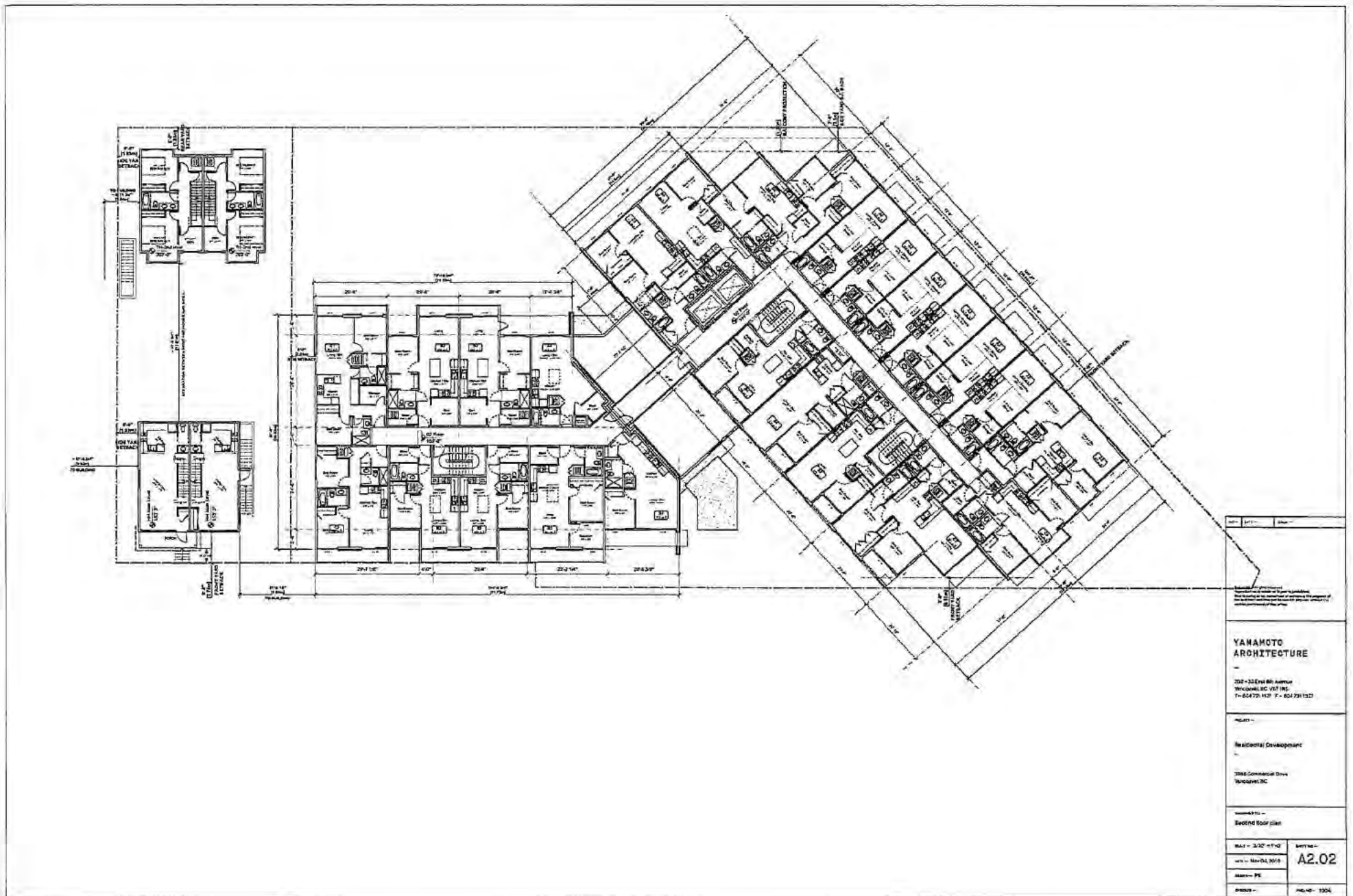
**YAMAKOTO ARCHITECTURE**  
 302-12141 8th Avenue  
 Vancouver, BC V6L 1K9  
 Tel: (604) 271-1111 Fax: (604) 271-1112

Project:  
 Architectural Development  
 3333 Commercial Drive  
 Vancouver, BC

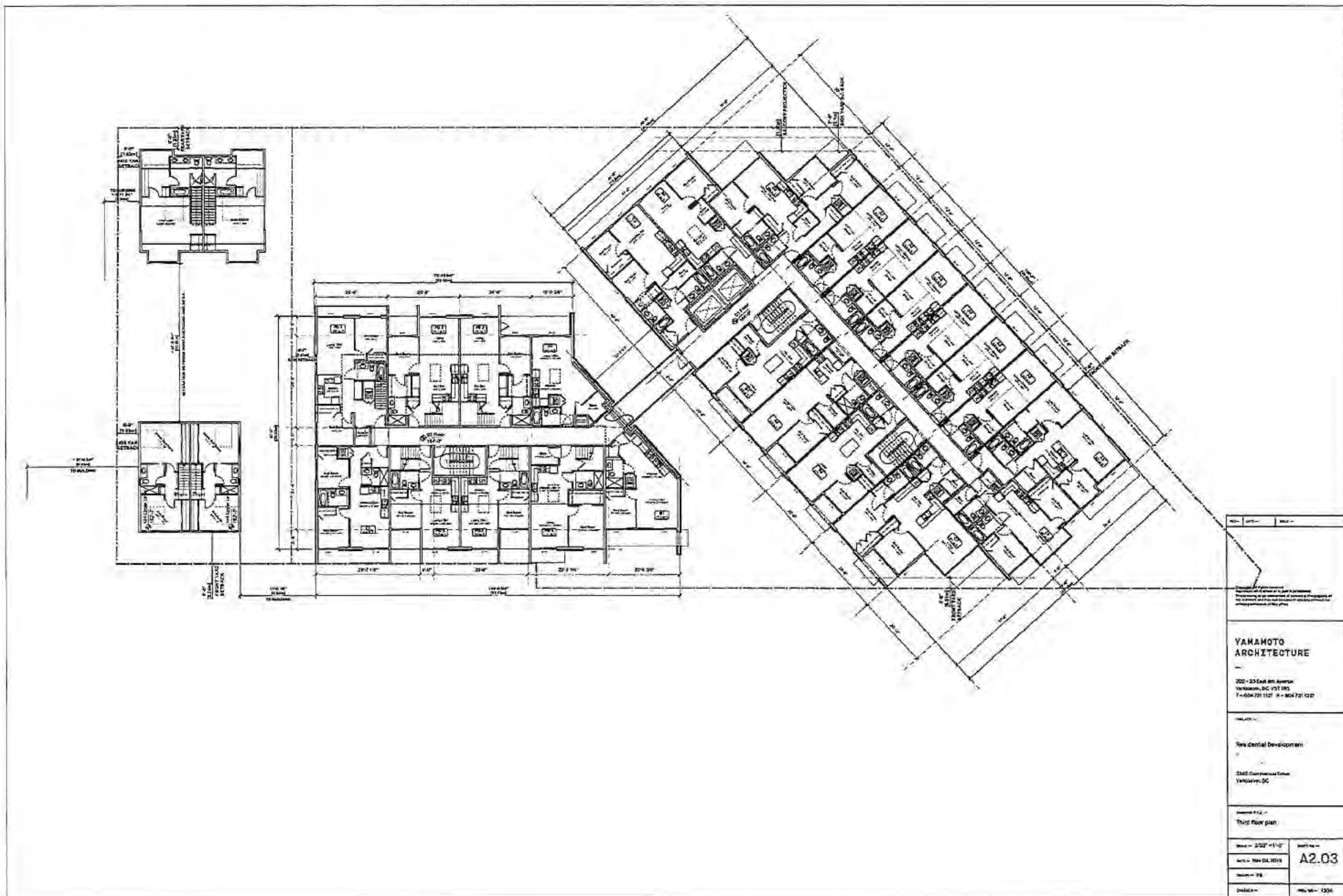
Project File:  
 Site plan

Scale: 1/8" = 1'-0"	Sheet No.:
Rev: May 02, 2018	<b>A1.01</b>
Drawn by: YK	
Checked by: JCK	

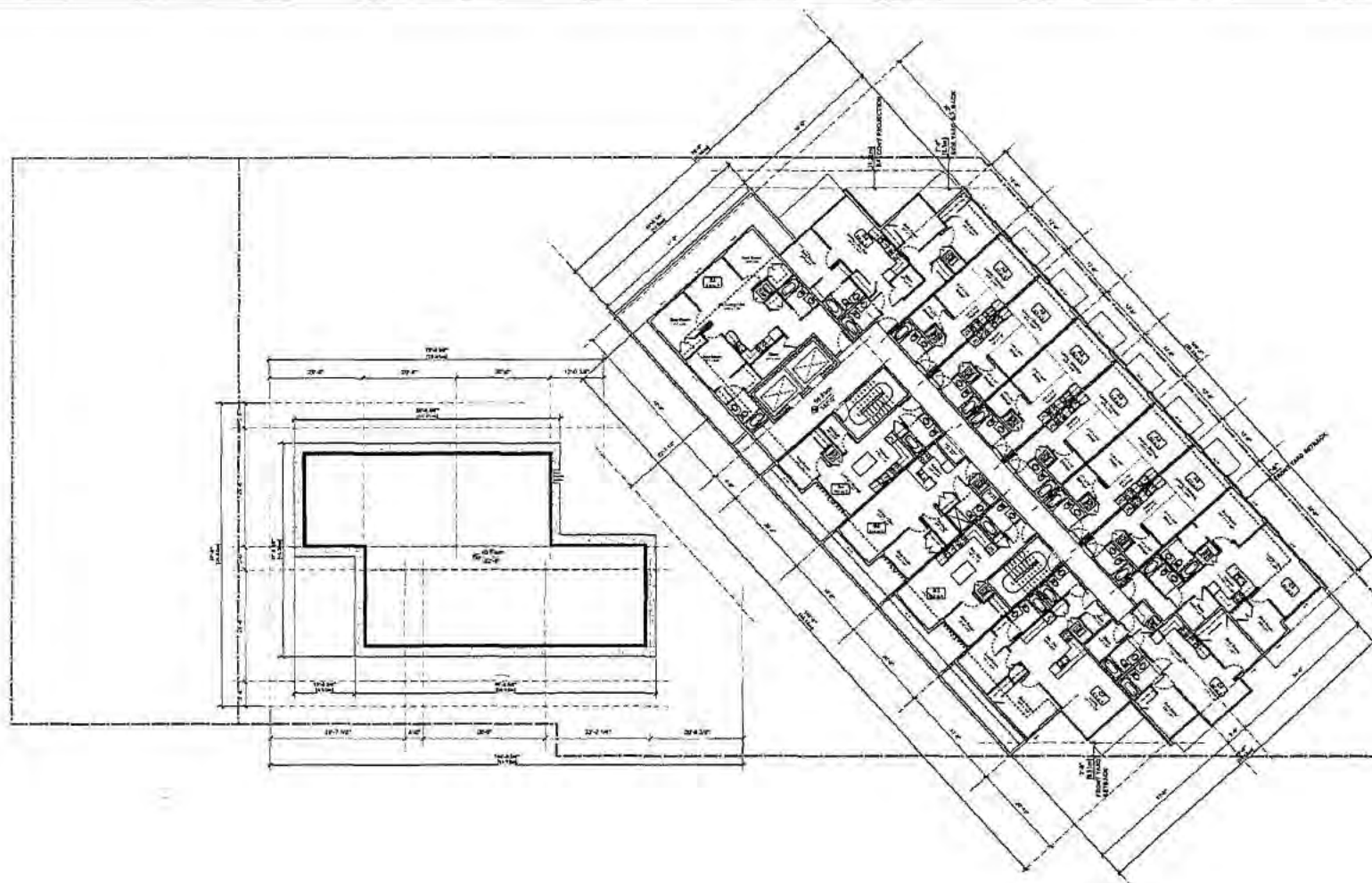




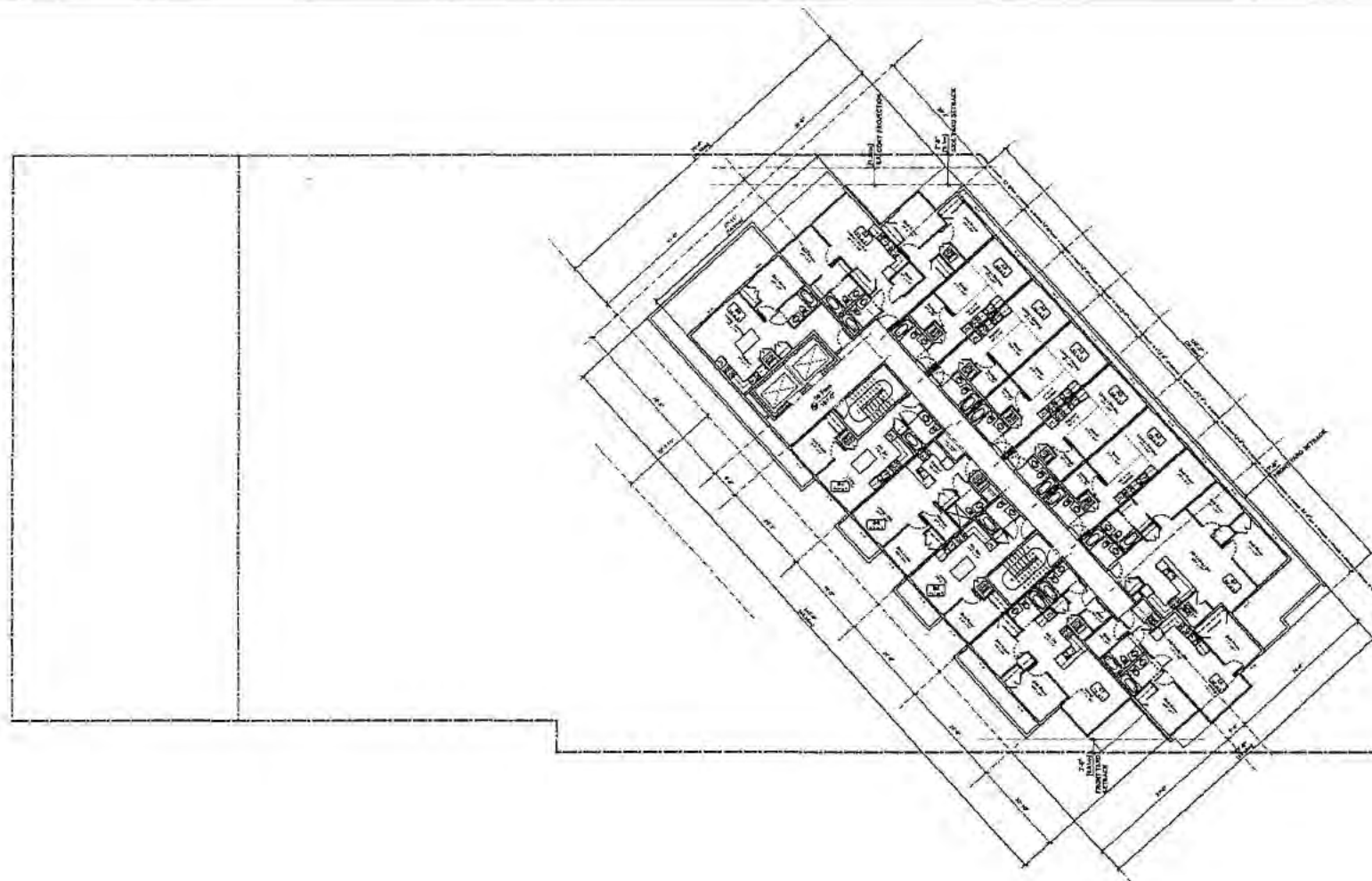




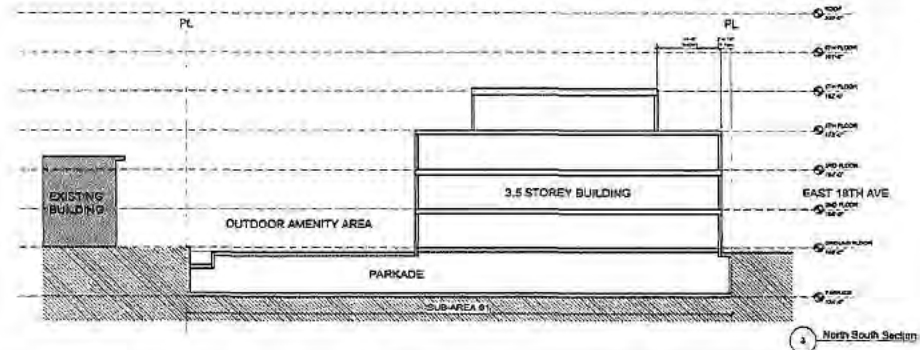
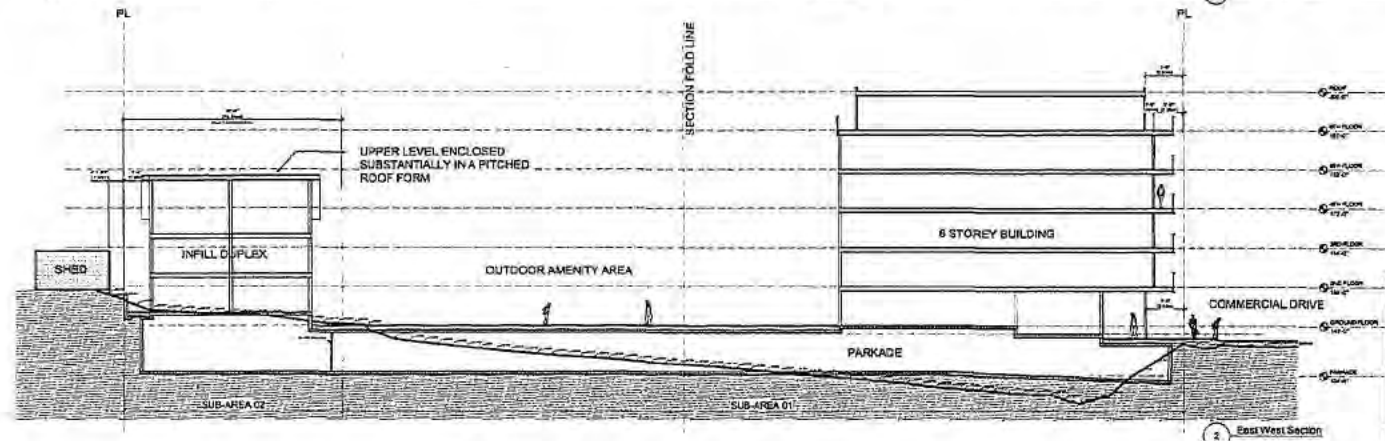
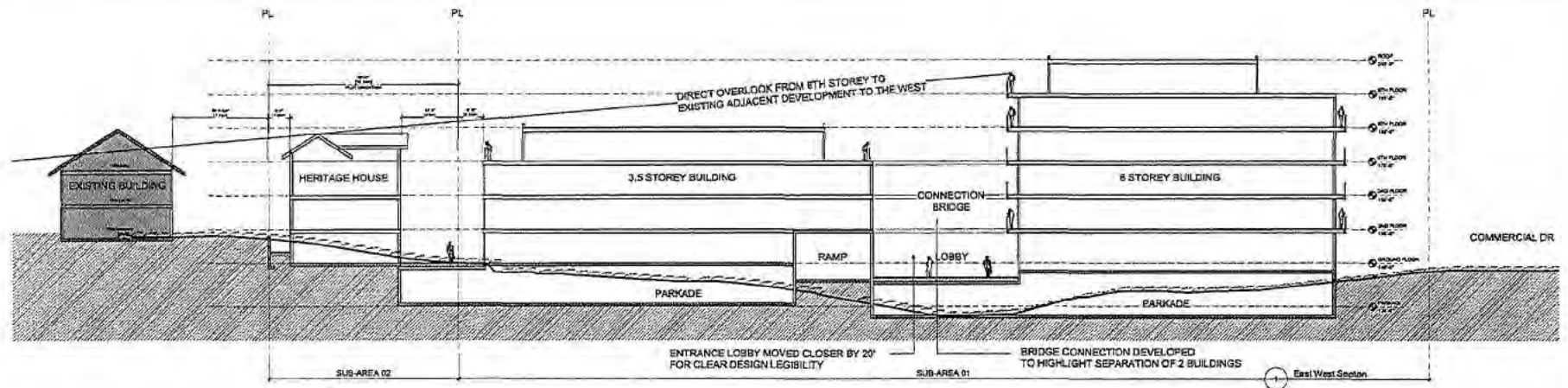




<p>THIS DOCUMENT IS THE PROPERTY OF YAMAMOTO ARCHITECTURE. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF YAMAMOTO ARCHITECTURE.</p>	
<p><b>YAMAMOTO ARCHITECTURE</b></p> <p>322 - 32 East 8th Avenue          Vancouver, BC V6T 1B5          T: 604.731.1121 F: 604.731.1122</p>	
<p>PROJECT:</p>	
<p>Residential Development:</p>	
<p>2508 Commercial Drive          Vancouver, BC</p>	
<p>PROJECT FILE:</p>	
<p>Fifth floor plan</p>	
<p>Scale: 3/8" = 1'-0"</p>	<p>Sheet No.:</p>
<p>W/C: Rev 04, 2014</p>	<p><b>A2.05</b></p>
<p>Drawn: JPS</p>	<p>Project No.: 1326</p>



100' = 1" 200' = 1" 300' = 1"	
This drawing is for informational purposes only. It is not to be used for construction or other purposes without the written consent of the architect.	
<b>YAMAMOTO ARCHITECTURE</b> 333-32 East 6th Avenue Vancouver, BC V6T 1G6 T: 604.331.1127 F: 604.331.1128	
Project: Residential Development 2550 Commercial Drive Vancouver, BC	
Drawing Title: Site plan	
Date: 3/20/17	Sheet no.:
Job: May 04, 2016	<b>A2.06</b>
Project:	Scale:
Drawing:	File:



NO.	DATE	REVISION
1	2016-03-02	ISSUED FOR PERMITTING
2	2016-03-02	ISSUED FOR PERMITTING
3	2016-03-02	ISSUED FOR PERMITTING
4	2016-03-02	ISSUED FOR PERMITTING
5	2016-03-02	ISSUED FOR PERMITTING
6	2016-03-02	ISSUED FOR PERMITTING
7	2016-03-02	ISSUED FOR PERMITTING
8	2016-03-02	ISSUED FOR PERMITTING
9	2016-03-02	ISSUED FOR PERMITTING
10	2016-03-02	ISSUED FOR PERMITTING
11	2016-03-02	ISSUED FOR PERMITTING
12	2016-03-02	ISSUED FOR PERMITTING
13	2016-03-02	ISSUED FOR PERMITTING
14	2016-03-02	ISSUED FOR PERMITTING
15	2016-03-02	ISSUED FOR PERMITTING
16	2016-03-02	ISSUED FOR PERMITTING
17	2016-03-02	ISSUED FOR PERMITTING
18	2016-03-02	ISSUED FOR PERMITTING
19	2016-03-02	ISSUED FOR PERMITTING
20	2016-03-02	ISSUED FOR PERMITTING
21	2016-03-02	ISSUED FOR PERMITTING
22	2016-03-02	ISSUED FOR PERMITTING
23	2016-03-02	ISSUED FOR PERMITTING
24	2016-03-02	ISSUED FOR PERMITTING
25	2016-03-02	ISSUED FOR PERMITTING
26	2016-03-02	ISSUED FOR PERMITTING
27	2016-03-02	ISSUED FOR PERMITTING
28	2016-03-02	ISSUED FOR PERMITTING
29	2016-03-02	ISSUED FOR PERMITTING
30	2016-03-02	ISSUED FOR PERMITTING
31	2016-03-02	ISSUED FOR PERMITTING
32	2016-03-02	ISSUED FOR PERMITTING
33	2016-03-02	ISSUED FOR PERMITTING
34	2016-03-02	ISSUED FOR PERMITTING
35	2016-03-02	ISSUED FOR PERMITTING
36	2016-03-02	ISSUED FOR PERMITTING
37	2016-03-02	ISSUED FOR PERMITTING
38	2016-03-02	ISSUED FOR PERMITTING
39	2016-03-02	ISSUED FOR PERMITTING
40	2016-03-02	ISSUED FOR PERMITTING
41	2016-03-02	ISSUED FOR PERMITTING
42	2016-03-02	ISSUED FOR PERMITTING
43	2016-03-02	ISSUED FOR PERMITTING
44	2016-03-02	ISSUED FOR PERMITTING
45	2016-03-02	ISSUED FOR PERMITTING
46	2016-03-02	ISSUED FOR PERMITTING
47	2016-03-02	ISSUED FOR PERMITTING
48	2016-03-02	ISSUED FOR PERMITTING
49	2016-03-02	ISSUED FOR PERMITTING
50	2016-03-02	ISSUED FOR PERMITTING
51	2016-03-02	ISSUED FOR PERMITTING
52	2016-03-02	ISSUED FOR PERMITTING
53	2016-03-02	ISSUED FOR PERMITTING
54	2016-03-02	ISSUED FOR PERMITTING
55	2016-03-02	ISSUED FOR PERMITTING
56	2016-03-02	ISSUED FOR PERMITTING
57	2016-03-02	ISSUED FOR PERMITTING
58	2016-03-02	ISSUED FOR PERMITTING
59	2016-03-02	ISSUED FOR PERMITTING
60	2016-03-02	ISSUED FOR PERMITTING
61	2016-03-02	ISSUED FOR PERMITTING
62	2016-03-02	ISSUED FOR PERMITTING
63	2016-03-02	ISSUED FOR PERMITTING
64	2016-03-02	ISSUED FOR PERMITTING
65	2016-03-02	ISSUED FOR PERMITTING
66	2016-03-02	ISSUED FOR PERMITTING
67	2016-03-02	ISSUED FOR PERMITTING
68	2016-03-02	ISSUED FOR PERMITTING
69	2016-03-02	ISSUED FOR PERMITTING
70	2016-03-02	ISSUED FOR PERMITTING
71	2016-03-02	ISSUED FOR PERMITTING
72	2016-03-02	ISSUED FOR PERMITTING
73	2016-03-02	ISSUED FOR PERMITTING
74	2016-03-02	ISSUED FOR PERMITTING
75	2016-03-02	ISSUED FOR PERMITTING
76	2016-03-02	ISSUED FOR PERMITTING
77	2016-03-02	ISSUED FOR PERMITTING
78	2016-03-02	ISSUED FOR PERMITTING
79	2016-03-02	ISSUED FOR PERMITTING
80	2016-03-02	ISSUED FOR PERMITTING
81	2016-03-02	ISSUED FOR PERMITTING
82	2016-03-02	ISSUED FOR PERMITTING
83	2016-03-02	ISSUED FOR PERMITTING
84	2016-03-02	ISSUED FOR PERMITTING
85	2016-03-02	ISSUED FOR PERMITTING
86	2016-03-02	ISSUED FOR PERMITTING
87	2016-03-02	ISSUED FOR PERMITTING
88	2016-03-02	ISSUED FOR PERMITTING
89	2016-03-02	ISSUED FOR PERMITTING
90	2016-03-02	ISSUED FOR PERMITTING
91	2016-03-02	ISSUED FOR PERMITTING
92	2016-03-02	ISSUED FOR PERMITTING
93	2016-03-02	ISSUED FOR PERMITTING
94	2016-03-02	ISSUED FOR PERMITTING
95	2016-03-02	ISSUED FOR PERMITTING
96	2016-03-02	ISSUED FOR PERMITTING
97	2016-03-02	ISSUED FOR PERMITTING
98	2016-03-02	ISSUED FOR PERMITTING
99	2016-03-02	ISSUED FOR PERMITTING
100	2016-03-02	ISSUED FOR PERMITTING

YAMAMOTO ARCHITECTURE

202 + 32 East 8th Avenue  
Vancouver, BC V6T 1G5  
T: 604.731.1122 F: 604.731.1122

Residential Development

3045 Commercial Drive  
Vancouver, BC

Scale: 1/4" = 1'-0"

5/16 SECTION

100' 0" = 1'-0" 1'-0" = 1'-0"

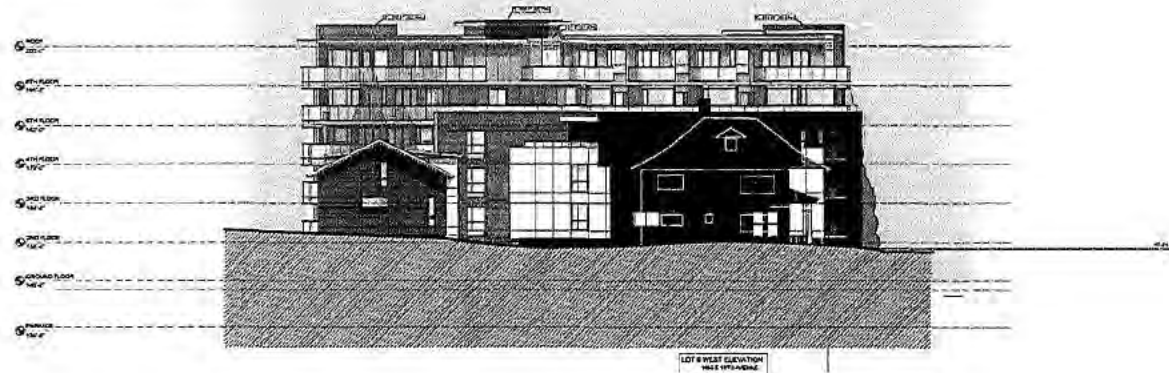
REV: 01 - 02, 2016

DATE: 02

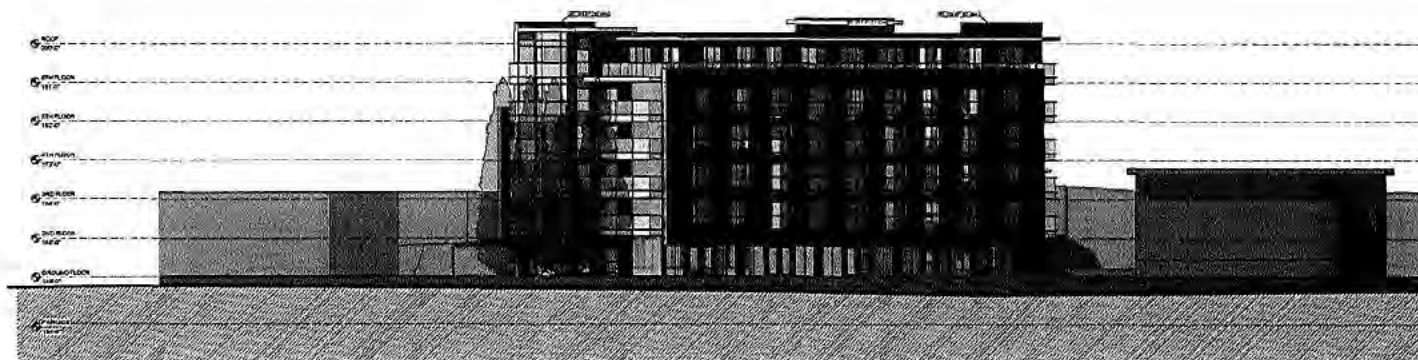
PROJECT: 1034

A3.01





1 West Elevation



2 East Elevation

DATE	BY	SCALE
<p>Copyright © 2018 Yamamoto Architecture. All rights reserved. This drawing is intended for use in the project shown. No liability shall be assumed for any errors or omissions. The client is responsible for the accuracy of the information provided.</p>		
<p><b>YAMAMOTO ARCHITECTURE</b> 202-33 East 8th Avenue Vancouver, BC V6T 1G5 T: 604 231 1127 F: 604 231 1127</p>		
<p>Project Name: Residential Development 1 202-33 East 8th Avenue Vancouver, BC</p>		
<p>Drawn by: Reviewed by: Date: 11/11/18</p>		
Scale: 1/8" = 1'-0"	Sheet No.:	A3.03
Date: May 02, 2018	Scale: 1/8"	
Drawn by: YS	Scale: 1/8"	
Checked by:	Scale: 1/8"	



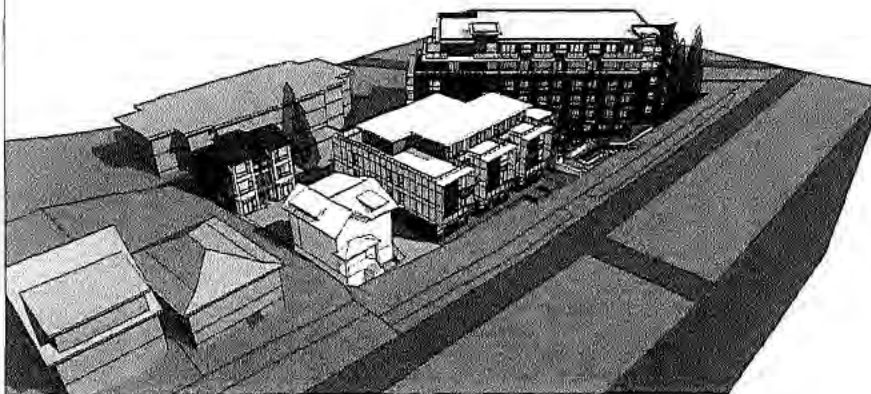
1 South Elevation



2 North Elevation

DATE	DATE	REVISION
<p>YAMAMOTO ARCHITECTURE</p> <p>301-33 East 8th Avenue Vancouver, BC V6T 1P5 T: 604.731.1127 F: 604.731.1127</p>		
<p>Residential Development</p> <p>2015 Commercial Drive Vancouver BC</p>		
<p>Drawn by: A.C.</p> <p>Drawn by: A.C.</p>		
SCALE - 1/8" = 1'-0"	DATE - MAY 02, 2015	A3.04
DATE - MAY	DATE - MAY	DATE - MAY
DATE - MAY	DATE - MAY	DATE - MAY

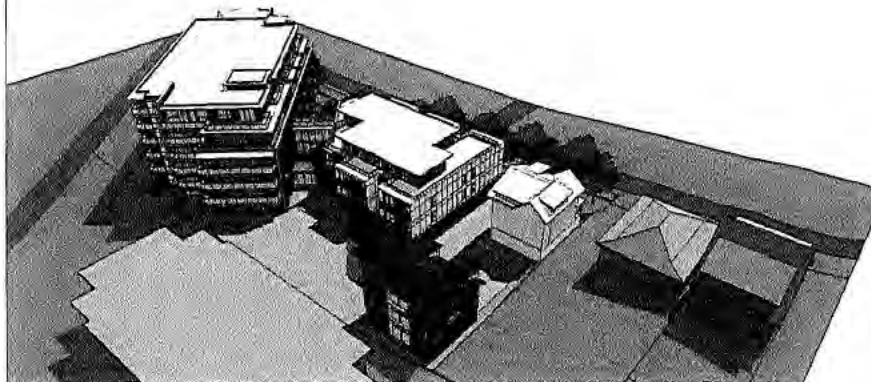




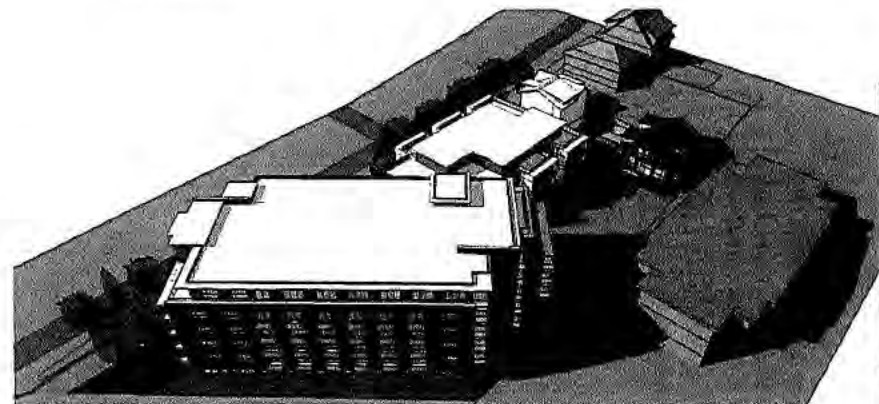
1 South West View



2 South East View



3 North West View



4 North East View

<p>YAMAMOTO ARCHITECTURE</p> <p>202-333-8711 Vancouver, BC V6T 1R6 Y=604 720 1127 F=604 789 1327</p>	
<p>Residential Development</p> <p>2088 Commercial Drive Vancouver, BC</p>	
<p>Mapping</p>	
<p>Scale: 1/16" = 1'-0"</p> <p>Date: May 05, 2016</p> <p>Sheet: 15</p> <p>Project: 1504</p>	<p>Sheet: 15</p> <p>A3.06</p>



1 18th Ave - Bird's-eye View

2 Entrance Plaza

DATE	SHEET NO.	REVISION
<p>Copyright © 2018 Yamamoto Architecture          All rights reserved. No part of this document may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Yamamoto Architecture.</p>		
<p><b>YAMAMOTO ARCHITECTURE</b></p> <p>303 - 30 East 8th Avenue          Vancouver, BC V5T 1S5          T: 604.731.1171 F: 604.731.1229</p>		
<p>PROJECT -</p> <p>Residential Development</p> <p>3365 Commercial Drive          Vancouver, BC</p>		
<p>PROJECT FILE -</p> <p>Views - Streetscape 1</p>		
DATE - 1/18/2018	PROJECT -	A3.08
SHEET - 03/05/2018		
DESIGN - YEA		
DRAWN -	SCALE - 1/8"=1'-0"	

TABLE 1: 3365 COMMERCIAL DRIVE, VANCOUVER  
Typical Interior Noise Level Calculation  
(Analysis ref. NRC's IBANA-Calc)

#/UNIT ELEM	LOCATION / SUITE	ROOM TYPE	ROOM ABSORP (A) sq.m	FACADE	EXTERIOR DESIGN LEVEL (dB)	FACADE AREA (S) sq.m	S/A	S/A (dB)	TYPE OF FACADE	NOISE REDUCT'N (dB)	INTERIOR LEVEL (dB)	DESIGN CRITERION (dB)	MARGIN (dB)	WINDOW OPEN AREA (sq.in)	
1.	Level 3 Studio Type A2 (425sf)	Liv/Din	8.9	Commercial	69	Slider: Hvy. Clad:	4.6 4.4	0.52 0.49	-2.9 -3.1	sLD30 W45	32.9 48.1	36.1 20.9	Slider w. 6/4 glazing. Heavy ext. finish		
										TOTAL Lp=	36	40	4	9	
2.	Level 6 Suite Type D2 (875sf)	Bedrm #2	9.5	Commercial & North - incl. refl.	69	Glazing: Std. wall:	8.4 3.5	0.88 0.37	-0.5 -4.3	G39 W36	39.5 40.3	29.5 28.7	OITC 35 Rated Glazing. 2x int. GWB		
										TOTAL Lp=	32	35	3	3	
3.	Level 6 Suite Type D2 (875sf)	Bedrm #3	7.1	Commercial	69	Glazing: Std. wall:	4.2 3.6	0.59 0.51	-2.3 -2.9	G36 W36	38.3 38.9	30.7 30.1	6Lam-13-6 thermal glazing 2x int. GWB		
										TOTAL Lp=	33	35	2	2	

Window Open Area (Ao) = 0.5 x Rm. Absorp. (A)x10<sup>^((design criterion-Ext. level)/10)/0.0254^2</sup>, 1/2 open area for diffraction.

Design noise reduction data referencing NRC's IBANA-Calc, related validation studies and statistical source data.

G29: Standard thermal glazing.  
G33: 6-11-4, 6-13-4 or 6-13-6 thermal glazing (OITC 29)  
G34: 6Lam-11-4 thermal glazing (OITC 30)  
G36: 6Lam-13-6 thermal glazing (OITC 32)  
G39: OITC 35 rated window or door (stringent design requirement possibly requiring triple glazing).

File: c:\arf\2017\6june\3365comm\Table1.pln

W34: Standard exterior construction.  
W36: w. 2x interior GWB, or equivalent.  
W39: w. 2x interior GWB on resilient channels, or stucco exterior finish.  
W45: Heavy exterior finish, e.g. brick, concrete, etc., on standard frame exterior construction, or equivalent.

sLD27: Standard sliding glass door with standard thermal glazing (OITC 24)  
sLD30: Sliding glass door w. 6/4 thermal glazing (OITC 27).  
sLD31: Sliding glass door w. 6Lam/4 thermal glazing (OITC 28).  
sLD35: OITC 32 rated sliding glass door (stringent design requirement).  
swD29: Standard exterior swing door with standard thermal glazing (OITC 26)  
swD32: Swing door with 6/4 thermal glazing (OITC 29)  
swD33: Swing door with 6Lam-4 thermal glazing (OITC 30)



## REVERBERATION TIME ANALYSIS

FILE:D2-BED2.RVB

Level 6 - Suite Type D2 (875sq.ft) - Bedroom #2.

FLOOR AREA 8.2 sq m. LENGTH 2.7 m. WIDTH 3.5 m.  
VOLUME 20.0 cu m. HEIGHT 2.4 m.

INDEX	MATERIAL	LIB#	AREA	125	250	500	1kHz	2kHz	4kHz
N-S WALLS									
11	Drywall on Studs, 16"oc	18	11	3.3	1.3	0.7	0.5	0.5	0.5
12	Interior Door	30	2	0.3	0.2	0.2	0.1	0.1	0.1
13	Glass, double glazed	44	4	0.8	0.8	0.6	0.3	0.2	0.1
GROUP 1	TOTALS		17	4.4	2.3	1.5	1.0	0.9	0.8
E-W WALLS									
21	Drywall on Studs, 16"oc	18	9	2.8	1.1	0.6	0.5	0.5	0.5
22	Glass, double glazed	44	4	0.8	0.8	0.6	0.3	0.2	0.1
GROUP 2	TOTALS		13	3.6	1.9	1.2	0.8	0.7	0.6
FLOOR-CLG									
31	Typ. carpet on concrete.	1	5	0.5	0.5	1.0	1.3	1.6	1.8
32	Drywall ceiling.	23	8	1.2	0.8	0.4	0.4	0.4	0.4
GROUP 3	TOTALS		13	1.7	1.3	1.4	1.7	2.0	2.2
COMMON									
41	Double Bed 2m x 1.5m	17	1	4.5	5.0	5.5	6.0	6.0	6.0
42	AIR, 60% RH, per 1000 m <sup>3</sup>	101	0	0.1	0.1	0.1	0.1	0.2	0.6
GROUP 4	TOTALS			4.6	5.1	5.6	6.1	6.2	6.6
TOTAL ABSORPTION			44	14.2	10.7	9.7	9.5	9.7	10.2
ROOM CONSTANTS			44	21.1	14.2	12.4	12.1	12.5	13.3
SABINE REVERB TIME				0.23	0.30	0.33	0.34	0.33	0.32
FITZROY REVERB TIME				0.23	0.29	0.33	0.35	0.36	0.35
MORRIS E REVERB TIME				0.21	0.29	0.33	0.33	0.33	0.31
1-Typ. carpet on concrete.				0.09	0.10	0.20	0.25	0.30	0.35
17-Double Bed 2m x 1.5m				4.50	5.00	5.50	6.00	6.00	6.00
18-Drywall on Studs, 16"oc				0.30	0.12	0.06	0.05	0.05	0.05
23-Drywall ceiling.				0.15	0.10	0.05	0.05	0.05	0.05
30-Interior Door				0.15	0.11	0.10	0.07	0.06	0.07
44-Glass, double glazed				0.20	0.20	0.15	0.07	0.05	0.03
101-AIR, 60% RH, per 1000 m <sup>3</sup>				3.30	3.30	3.30	3.30	10.00	30.00

Brown Strachan Associates  
- Consulting Engineers & Architects -

## REVERBERATION TIME ANALYSIS

FILE:D2-BED3.RVB

Level 6 - Suite Type D2 (875sq.ft) - Bedroom #3.

FLOOR AREA 7.0 sq m. LENGTH 3.0 m. WIDTH 2.4 m.  
VOLUME 17.1 cu m. HEIGHT 2.4 m.

INDEX	MATERIAL	LIB#	AREA	125	250	500	1kHz	2kHz	4kHz
N-S WALLS									
11-Drywall on Studs, 16"oc		18	12	3.6	1.4	0.7	0.6	0.6	0.6
GROUP 1 TOTALS			12	3.6	1.4	0.7	0.6	0.6	0.6
E-W WALLS									
21-Drywall on Studs, 16"oc		18	9	2.6	1.0	0.5	0.4	0.4	0.4
22-Interior Door		30	2	0.3	0.2	0.2	0.1	0.1	0.1
23-Glass, double glazed		44	4	0.8	0.8	0.6	0.3	0.2	0.1
GROUP 2 TOTALS			15	3.7	2.1	1.3	0.8	0.7	0.7
FLOOR-CLG									
31-Typ. carpet on concrete.		1	5	0.5	0.5	1.0	1.3	1.5	1.8
32-Drywall ceiling.		23	7	1.1	0.7	0.3	0.3	0.3	0.3
GROUP 3 TOTALS			12	1.5	1.2	1.4	1.6	1.9	2.1
COMMON									
41-Single Bed 2m x 1m		32	1	3.0	3.5	4.0	4.0	4.0	4.0
42-AIR, 60% RH, per 1000 m <sup>3</sup>		101	0	0.1	0.1	0.1	0.1	0.2	0.5
GROUP 4 TOTALS				3.1	3.6	4.1	4.1	4.2	4.5
TOTAL ABSORPTION									
			39	11.8	8.3	7.4	7.1	7.4	7.9
ROOM CONSTANTS									
			39	17.1	10.5	9.2	8.7	9.1	9.9
SABINE REVERB TIME									
				0.23	0.33	0.37	0.39	0.37	0.35
FITZROY REVERB TIME									
				0.24	0.33	0.37	0.41	0.41	0.39
NORRIS E REVERB TIME									
				0.21	0.32	0.36	0.38	0.37	0.34
1-Typ. carpet on concrete.									
				0.09	0.10	0.20	0.25	0.30	0.35
18-Drywall on Studs, 16"oc									
				0.30	0.12	0.06	0.05	0.05	0.05
23-Drywall ceiling.									
				0.15	0.10	0.05	0.05	0.05	0.05
30-Interior Door									
				0.15	0.11	0.10	0.07	0.06	0.07
32-Single Bed 2m x 1m									
				3.00	3.50	4.00	4.00	4.00	4.00
44-Glass, double glazed									
				0.20	0.20	0.15	0.07	0.05	0.03
101-AIR, 60% RH, per 1000 m <sup>3</sup>									
				3.30	3.30	3.30	3.30	10.00	30.00



Brown & Caldwell / Acoustical  
Engineering & Construction Co., Inc.

# REVERBERATION TIME ANALYSIS

FILE:A2-LIV.RVB

Level 3 - Studio Unit Type A2 (425sq.ft) - Liv/Din Area.

FLOOR AREA 11.1 sq m. LENGTH 3.7 m. WIDTH 3.0 m.  
VOLUME 27.1 cu m. HEIGHT 2.4 m.

INDEX	MATERIAL	LIB#	AREA	125	250	500	1kHz	2kHz	4kHz
N-S WALLS									
11-Drywall on Studs, 16"oc	18	15	4.5	1.8	0.9	0.7	0.7	0.7	0.7
GROUP 1 TOTALS		15	4.5	1.8	0.9	0.7	0.7	0.7	0.7
E-W WALLS									
21-Drywall on Studs, 16"oc	18	6	1.7	0.7	0.3	0.3	0.3	0.3	0.3
22-Glass, double glazed	44	5	0.9	0.9	0.7	0.3	0.2	0.1	0.1
23-Opening, 25%	98	7	1.9	1.9	1.9	1.9	1.9	1.9	1.9
GROUP 2 TOTALS		18	4.5	3.5	2.9	2.5	2.4	2.3	2.3
FLOOR-CLG									
31-Hardwood Floor.	8	7	1.1	0.8	0.7	0.5	0.4	0.5	0.5
32-Painted Concrete	13	11	0.1	0.1	0.1	0.2	0.2	0.2	0.2
33-Carpet on hardwood floor	15	2	0.4	0.5	0.6	0.8	1.0	1.0	1.0
GROUP 3 TOTALS		20	1.6	1.4	1.4	1.6	1.6	1.7	1.7
COMMON									
41-Misc. Furn. 2m x 1m	33	1	3.0	3.5	4.0	4.0	4.0	4.0	4.0
42-AIR, 60% RH, per 1000 m <sup>3</sup>	101	0	0.1	0.1	0.1	0.1	0.3	0.8	0.8
GROUP 4 TOTALS			3.1	3.6	4.1	4.1	4.3	4.8	4.8
TOTAL ABSORPTION			53	13.7	10.2	9.3	8.9	9.0	9.5
ROOM CONSTANTS			53	18.4	12.7	11.3	10.6	10.8	11.6
SABINE REVERB TIME				0.32	0.43	0.47	0.49	0.49	0.46
FITZROY REVERB TIME				0.39	0.47	0.51	0.52	0.51	0.48
NORRIS E REVERB TIME				0.29	0.41	0.46	0.48	0.47	0.45
8-Hardwood Floor.				0.15	0.11	0.10	0.07	0.06	0.07
13-Painted Concrete				0.01	0.01	0.01	0.02	0.02	0.02
15-Carpet on hardwood floor				0.21	0.24	0.30	0.42	0.48	0.48
18-Drywall on Studs, 16"oc				0.30	0.12	0.06	0.05	0.05	0.05
33-Misc. Furn. 2m x 1m				3.00	3.50	4.00	4.00	4.00	4.00
44-Glass, double glazed				0.20	0.20	0.15	0.07	0.05	0.03
98-Opening, 25%				0.25	0.25	0.25	0.25	0.25	0.25
101-AIR, 60% RH, per 1000 m <sup>3</sup>				3.30	3.30	3.30	3.30	10.00	30.00



Brown Strachan Associates  
Consulting Engineers in Architecture

BSA CMHC ROAD AND RAIL NOISE v4.3g  
 RUN DATE: 6-JUL-17  
 File: comm-se

CRESSEY / YAMAMOTO ARCHITECTURE

PROJECT NUMBER: 806.161

Future traffic noise at Commercial Dr. facade, SE

Commercial Sb Commercial Nb E. 18th Ave.

POSTED SPEED..	50 kph	42.5	50 kph	42.5	50 kph	42.5
VOLUME PER DAY	9800	39.9	9100	39.6	5000	37.0
% OF TRUCKS...	3.0%	1.8	3.0%	1.8	3.0%	1.8
DISTANCE.....	12.0m	4.0	18.0m	2.2	24.0m	1.0
GROUND EFFECT.	(N)	0.0	(N)	0.0	(N)	0.0
INCLUDED ANGLE	180 deg	0.0	180 deg	0.0	45 deg	-6.0
GRADIENT.....	1.0%	0.3	0.0%	0.0	4.0%	1.3
INTERSECTION..	40.0m	2.0	40.0m	2.0	40.0m	2.0
BARRIER EFFECT	#1 (N)	0.0	#2 (N)	0.0	#3 (N)	0.0
		-----		-----		-----
		64.5dB		62.1dB		53.6dB

-----  
 TOTAL TRAFFIC NOISE LEVEL: 67dB Leq (24hr)  
 -----

BSA CMHC ROAD AND RAIL NOISE v4.3g  
 RUN DATE: 6-JUL-17  
 File: comm-ne

CRESSEY / YAMAMOTO ARCHITECTURE

PROJECT NUMBER: 806.161

Future traffic noise at Commercial Dr. facade, NE

Commercial Sb Commercial Nb E. 18th Ave.

POSTED SPEED..	50 kph	42.5	50 kph	42.5	50 kph	42.5
VOLUME PER DAY	9800	39.9	9100	39.6	5000	37.0
% OF TRUCKS...	3.0%	1.8	3.0%	1.8	3.0%	1.8
DISTANCE.....	12.0m	4.0	18.0m	2.2	46.0m	-1.9
GROUND EFFECT.	(N)	0.0	(N)	0.0	(N)	0.0
INCLUDED ANGLE	180 deg	0.0	180 deg	0.0	45 deg	-6.0
GRADIENT.....	1.0%	0.3	0.0%	0.0	4.0%	1.3
INTERSECTION..	70.0m	1.0	70.0m	1.0	70.0m	1.0
BARRIER EFFECT	#1 (N)	0.0	#2 (N)	0.0	#3 (N)	0.0
		-----		-----		-----
		63.5dB		61.1dB		49.7dB

-----  
 TOTAL TRAFFIC NOISE LEVEL: 66dB Leq (24hr)  
 -----

 Brown Strachan Associates  
 Consulting Engineers in Acoustics

BSA CMHC ROAD AND RAIL NOISE v4.3g  
RUN DATE: 6-JUL-17  
File: 18th-se

CRESSEY / YAMAMOTO ARCHITECTURE  
Future traffic noise at 18th facade, SE.

PROJECT NUMBER: 806.161

Commercial Sb Commercial Nb E. 18th Ave.

POSTED SPEED..	50 kph	42.5	50 kph	42.5	50 kph	42.5
VOLUME PER DAY	9800	39.9	9100	39.6	5000	37.0
% OF TRUCKS...	3.0%	1.8	3.0%	1.8	3.0%	1.8
DISTANCE.....	17.0m	2.5	23.0m	1.2	17.0m	2.5
GROUND EFFECT.	(N)	0.0	(N)	0.0	(N)	0.0
INCLUDED ANGLE	90 deg	-3.0	90 deg	-3.0	150 deg	-0.8
GRADIENT.....	1.0%	0.3	0.0%	0.0	4.0%	1.3
INTERSECTION..	38.0m	2.0	38.0m	2.0	38.0m	2.0
BARRIER EFFECT	#1 (N)	0.0	#2 (N)	0.0	#3 (N)	0.0
		-----		-----		-----
		60.0dB		58.1dB		60.3dB

-----  
TOTAL TRAFFIC NOISE LEVEL: 64dB Leq (24hr)  
-----

BSA CMHC ROAD AND RAIL NOISE v4.3g  
RUN DATE: 7-JUL-17  
File: predict

CRESSEY / YAMAMOTO ARCHITECTURE  
Predicted traffic noise level at Test Location.

PROJECT NUMBER: 806.161

Commercial Sb Commercial Nb

POSTED SPEED..	50 kph	42.5	50 kph	42.5
VOLUME PER DAY	6000	37.8	15240	41.8
% OF TRUCKS...	4.0%	2.3	3.0%	1.8
DISTANCE.....	9.0m	5.2	15.0m	3.0
GROUND EFFECT.	(N)	0.0	(N)	0.0
INCLUDED ANGLE	180 deg	0.0	180 deg	0.0
GRADIENT.....	1.0%	0.3	0.0%	0.0
INTERSECTION..	25.0m	2.0	25.0m	2.0
BARRIER EFFECT	#1 (N)	0.0	#2 (N)	0.0
		-----		-----
		64.1dB		65.1dB

-----  
TOTAL TRAFFIC NOISE LEVEL: 68dB Leq (24hr)  
-----

 Brown Strachan Associates  
Consulting Engineers in Association



Measurement Test Location along Commercial Drive.

TABLE 2: Measured samples of traffic and SkyTrain noise level approximately 5m west of the Commercial Drive curb & 13m north of the E. 18th Avenue curb (July 7, 2017, ~8:10 am).



2 min. Leq Samples

SkyTrain (cars)

68.5	Distant aircraft	E(6), W(4), E(6)
68.3	Delivery truck S.Bnd, trolley bus N.Bnd	W(6), E(4)
69.4	Loud car N.Bnd	W(4), E(6), E(2)
68.1	Trolley bus N.Bnd	W(4), E(6), W(2)
68.0	Delivery truck N.Bnd, trolley bus S.Bnd	W(4), E(4)
67.6		W(4), E(6), E(2)
67.5	Trolley bus N.Bnd	W(4)
68.2	Flatbed truck N.Bnd	W(4), W(2), E(6)
68.1	Trolley bus & delivery truck N.Bnd	E(4), W(4)
69.4	Trolley bus S.Bnd, dump truck N.Bnd	E(6), W(6), E(6)
67.8		W(6), E(4), W(4), E(2)
70.2	Trolley bus & truck S.Bnd, truck N.Bnd	E(4), W(2)
68.6	Trolley bus & delivery truck N.Bnd	W(6), E(6)
68.0		W(4), E(4)
69.2	Trolley bus S.Bnd, delivery truck N.Bnd	W(6), E(4), W(4), E(2)
67.9	Truck N.Bnd	W(6), E(4), W(2)

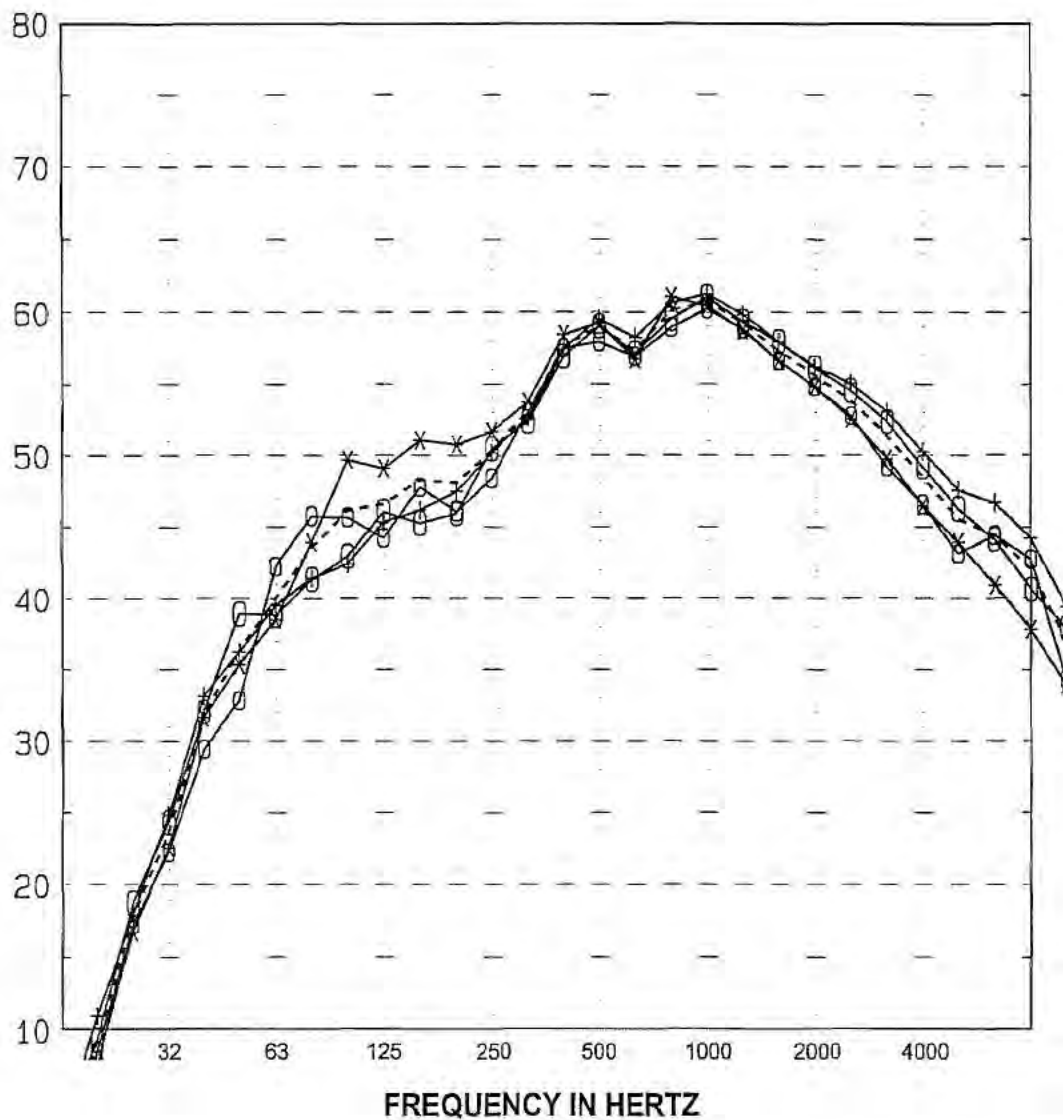
=====

AVERAGE: 69 dBA

Traffic Counts on Commercial Drive:

Direction	VPH	% Heavy Vehicles	Equiv. 24 hour Volume
Commercial N.Bd:	635	4	15,240
Commercial S.Bd:	250	3	6,000

A-Weighted Third Octave Band Levels (dB re 20 uPa)



#### LEGEND

- \*—\* Avg. Leq from Graph: 1.  
w. loud car. 69 dBA.
- o—o Graph: 2. 68 dBA.
- +—+ Graph: 3. 69 dBA.
- Graph: 4. 69 dBA.
- Overall Avg. Leq= 69 dBA

Measurement Test Location:  
~5m west of the Commercial  
Drive curb & 13m north of the  
E. 18th Avenue curb.

#### PROJECT

CRESSEY / YAMAMOTO ARCH.  
Re: 3365 Commercial Dr., Vanc

#### GRAPH TITLE

Evaluation of Noise Levels at  
Test Location.

#### GRAPH NUMBER

SUMM

FILE: SUMMARY

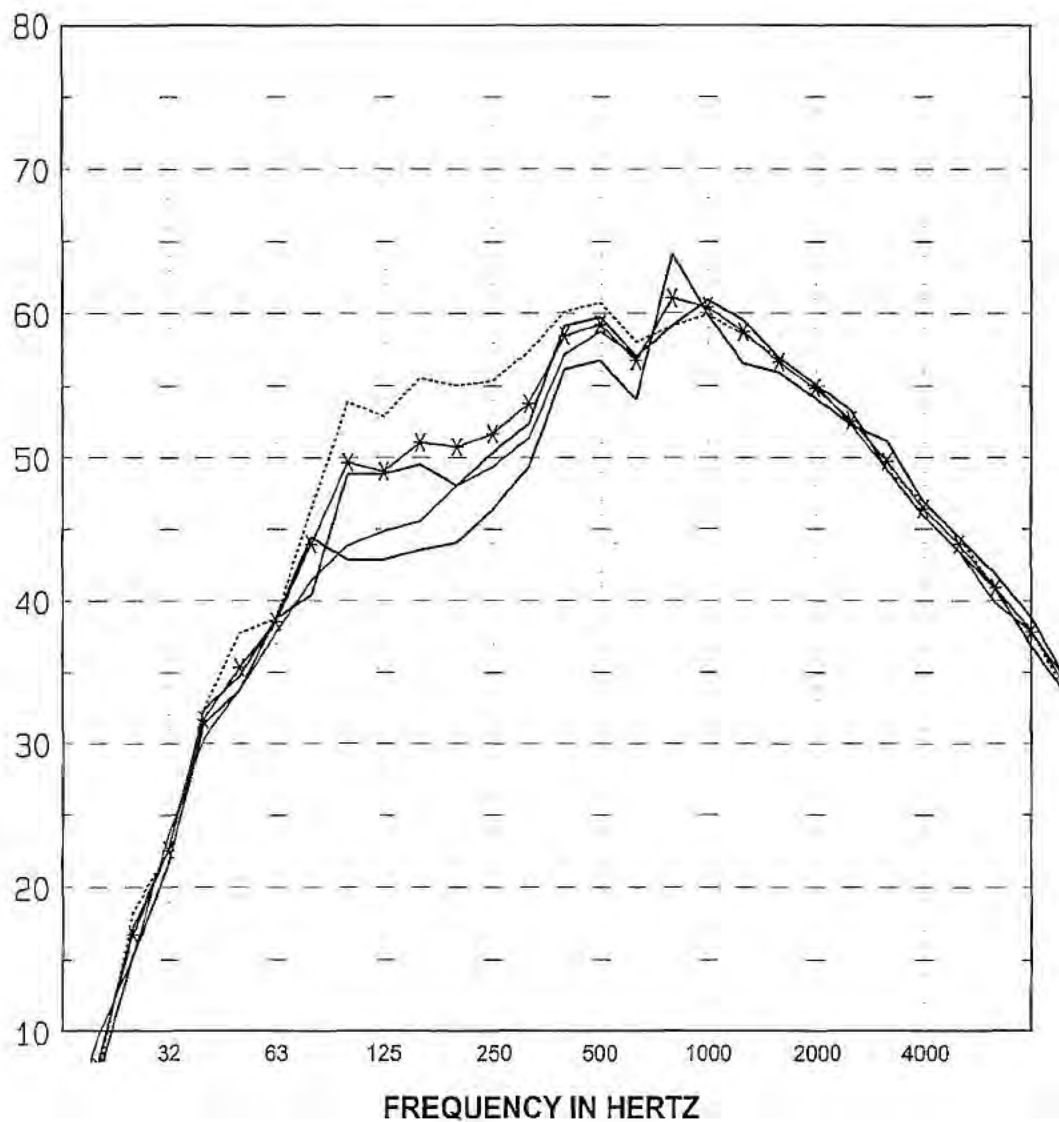
PROJECT NUMBER

806.161

DATE

7-JUL-17

A-Weighted Third Octave Band Levels (dB re 20 uPa)



#### LEGEND

— Measured samples of daytime noise level at Test Location ~5m west of the Commercial Drive curb and 13m north of the E. 18th Ave. curb. (~8:10am, 7-Jul-2017).

..... Loud car N.Bnd, with modified muffler. 70 dBA

x—x Average Leq = 69 dBA.

N.B: Leq (2min) samples.

#### PROJECT

CRESSEY / YAMAMOTO ARCH.

Re: 3365 Commercial Dr., Vanc

#### GRAPH TITLE

Evaluation of Noise Levels at Test Location.

#### GRAPH NUMBER

1

FILE: 1

PROJECT NUMBER

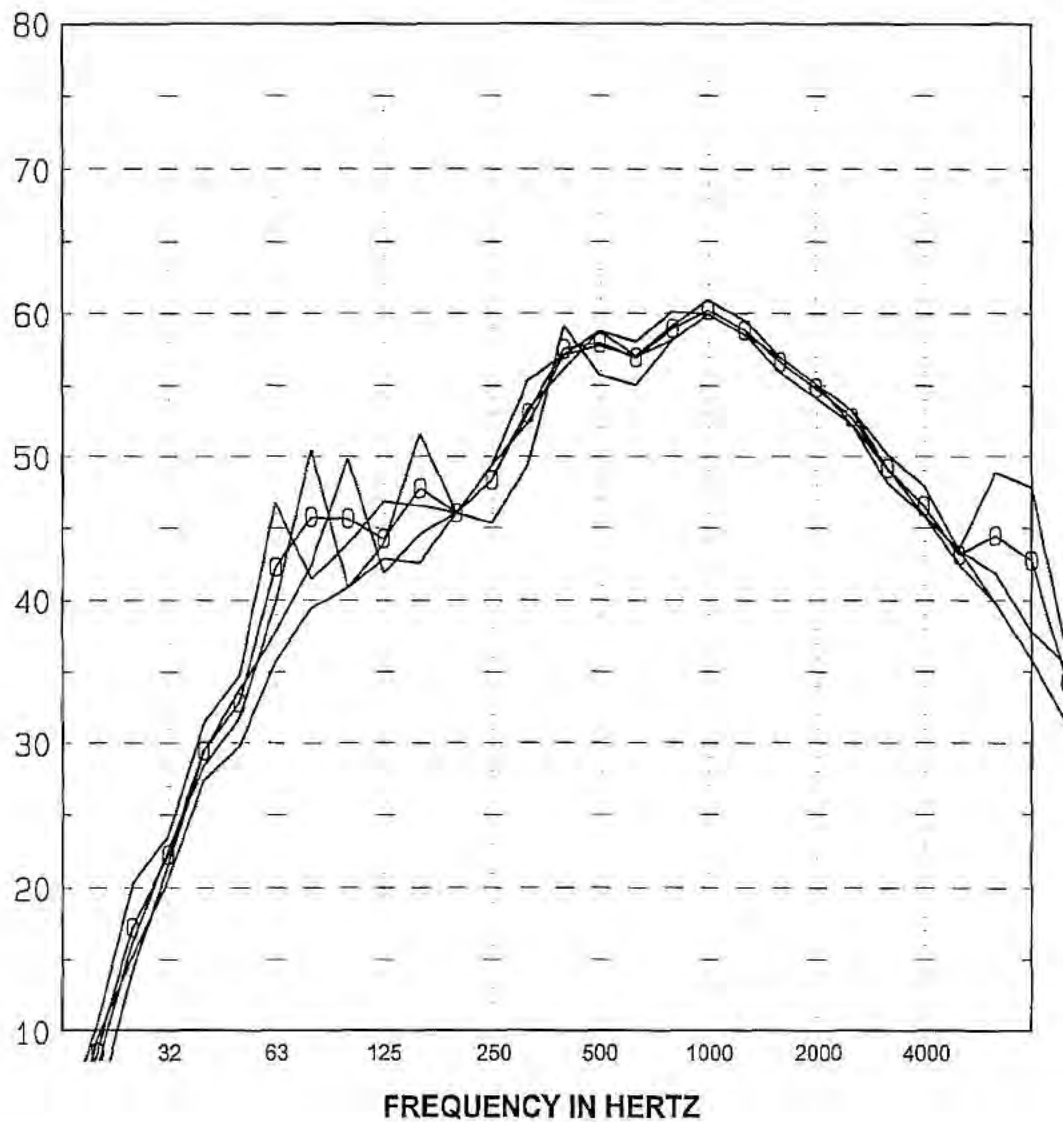
806.161

DATE

7-JUL-17



A-Weighted Third Octave Band Levels (dB re 20 uPa)



#### LEGEND

- Additional measured samples of noise level at Test Location.
- Average Leq = 68 dBA.

PROJECT  
CRESSEY / YAMAMOTO ARCH.  
Re: 3365 Commercial Dr., Vanc

GRAPH TITLE  
Evaluation of Noise Levels at  
Test Location.

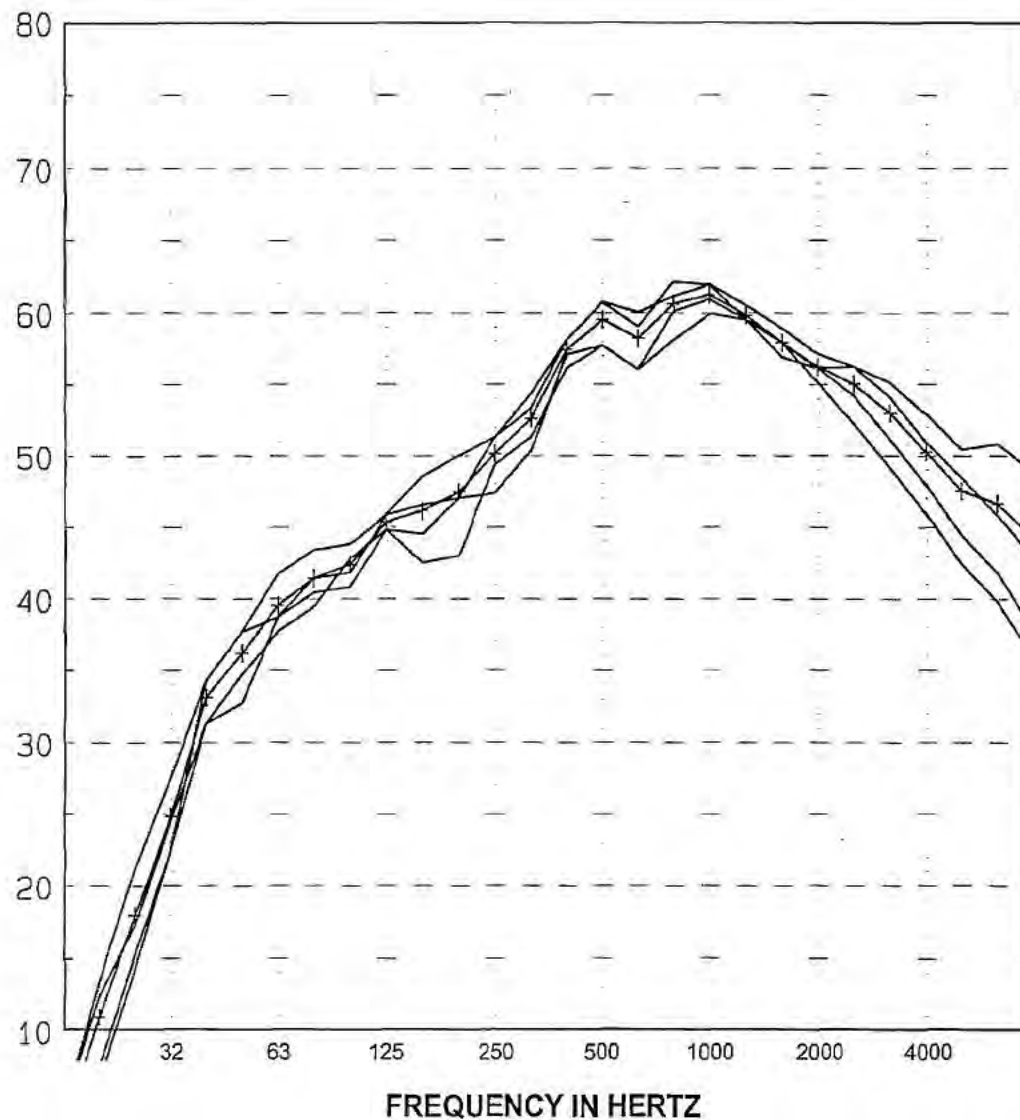
GRAPH NUMBER  
FILE: 2

2

PROJECT NUMBER  
806.161

DATE  
7-JUL-17

A-Weighted Third Octave Band Levels (dB re 20 uPa)



#### LEGEND

- Add. measured samples of noise level at Test Loc.
- + Average Leq = 69 dBA.

PROJECT  
CRESSEY / YAMAMOTO ARCH.  
Re: 3365 Commercial Dr., Vanc

GRAPH TITLE  
Evaluation of Noise Levels at  
Test Location.

GRAPH NUMBER **3**

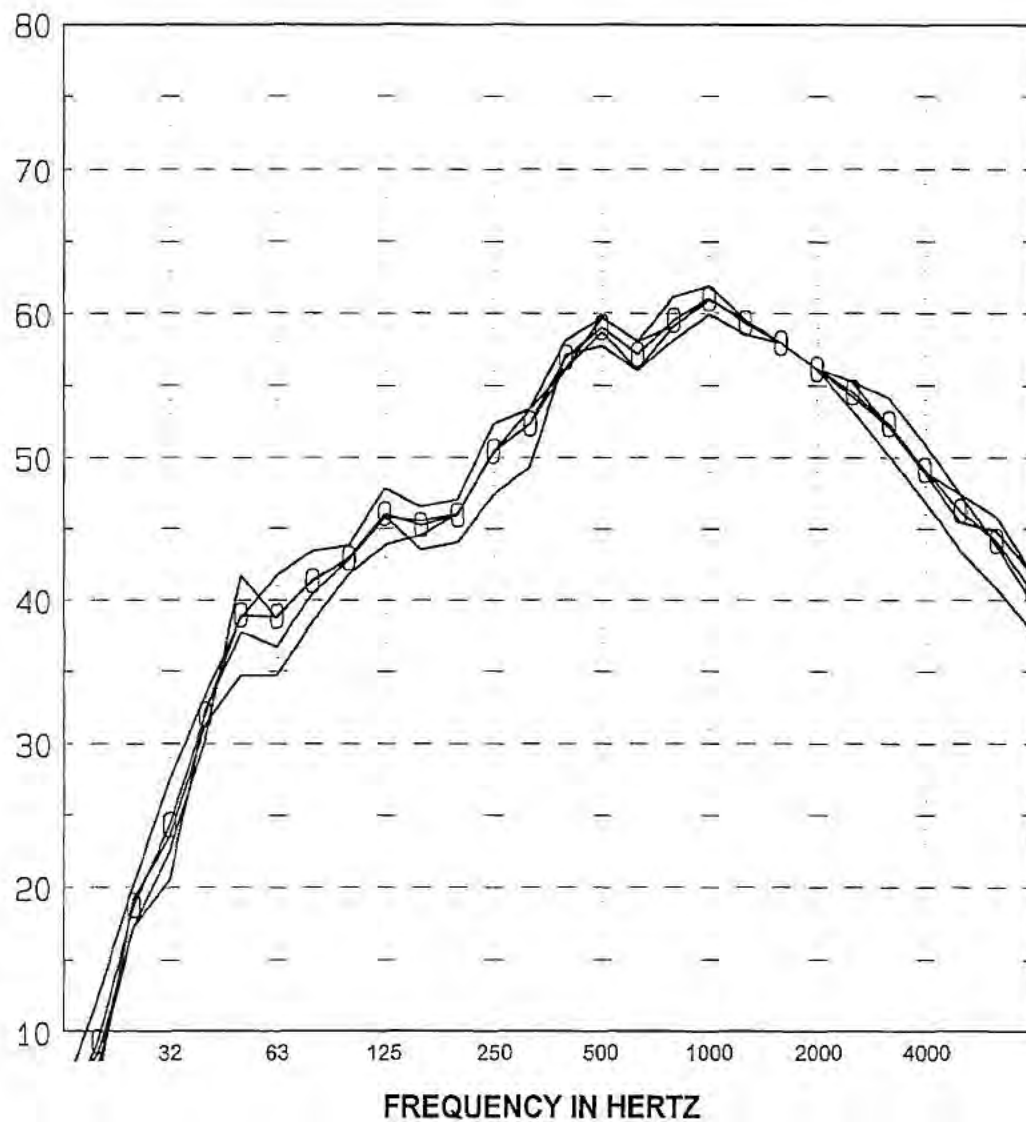
FILE: 3

PROJECT NUMBER  
806.161

DATE  
7-JUL-17



A-Weighted Third Octave Band Levels (dB re 20 uPa)



#### LEGEND

- Add. measured samples of noise level at Test Loc.
- Average Leq = 69 dBA.

#### PROJECT

CRESSEY / YAMAMOTO ARCH.  
Re: 3365 Commercial Dr., Vand

#### GRAPH TITLE

Evaluation of Noise Levels at  
Test Location.

#### GRAPH NUMBER

4

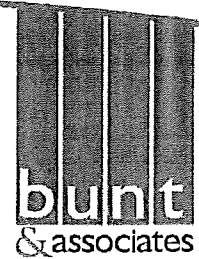
FILE: 4

#### PROJECT NUMBER

806.161

#### DATE

7-JUL-17



December 02, 2015  
4297.06

Nathan Gurvich  
Development Coordinator  
Cressey Development Group  
Suite 800, 925 West Georgia Street  
Vancouver, BC V6C 3L2

Dear Nathan:

**Re: Residential Development at 3365 Commercial Drive, Vancouver, BC  
Transportation Review**

We have updated our transportation review for the 114 residential rental units planned at 3365 Commercial Drive and specifically to articulate the following key points with respect to the project:

- Document existing transportation conditions and any particularly issues;
- Highlight the development scale is appropriate for the location (e.g. close to transit, amenities, etc.);
- Review vehicle parking and bicycle numbers for the project in the context of the City's bylaw;
- Ensure loading can be managed for the development's needs;
- Quantify projected new vehicle movements travelling to / from the development; and
- Assess operations on the adjacent street network with the focus on the pedestrian-activated signal at Commercial Drive and East 18<sup>th</sup> Avenue.

We have also made reference to information gathered after the public engagement meeting in May 2015 and have treated this as an appendix to the main report for clarity. If you have any questions please do not hesitate to contact us.

Yours truly,  
**Bunt & Associates**

Paul Dorby, MSc.,  
Senior Transportation Planner

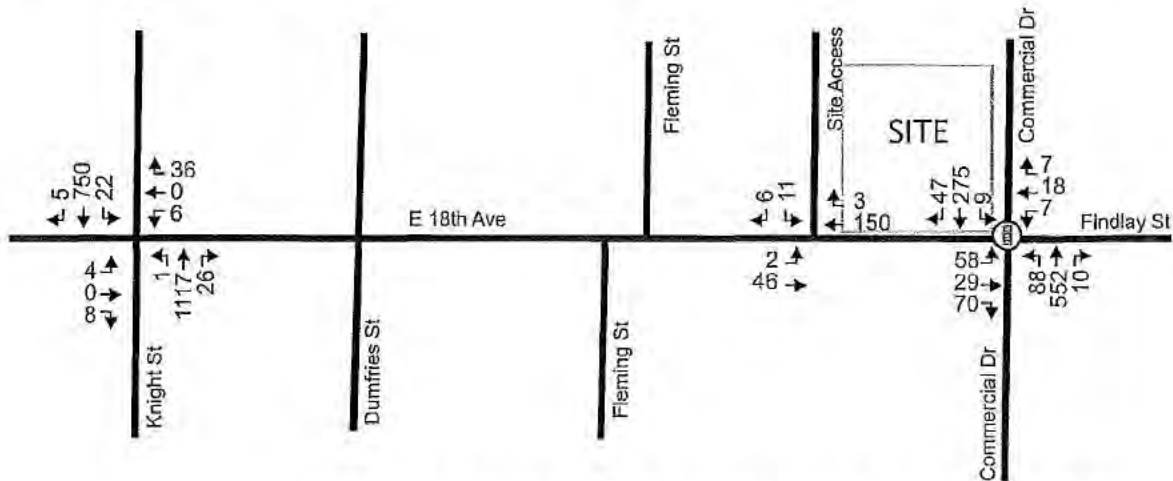
Bunt & Associates Engineering (BC) Ltd.

Suite 1550 - 1050 West Pender Street, Vancouver, BC V6E 3S7 Tel 604 685 6427 Fax 604 685 6579

Vancouver Victoria Calgary Edmonton [www.bunteng.com](http://www.bunteng.com)



### AM PEAK PERIOD

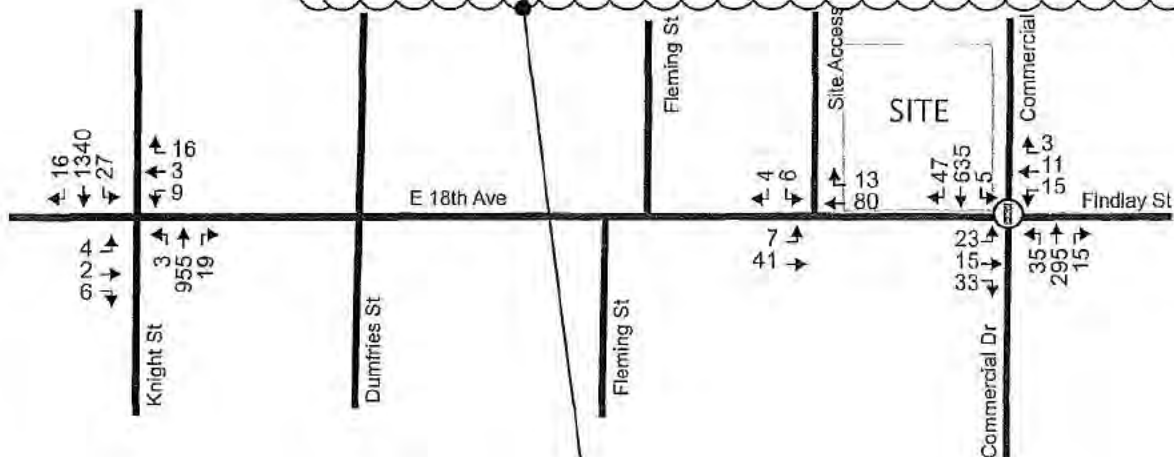


### BSA Analysis of Bunt Traffic Volume Data:

	a.m	p.m	a.m + p.m	Est. 24 Hr.volume*
Commercial. N.Bd:	617	321	938	7,216 vpd
Commercial. S.Bd:	331	687	1,018	7,831 vpd
18th Avenue (total):	310	164	474	3,647 vpd.

\* Estimated based on a.m + p.m peak hour data being equivalent to 13% of the daily total volume (data & analysis appended).

### PM PEAK PERIOD

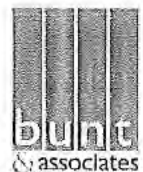


**Exhibit 6.2b**  
**Total Vehicle Volumes**

3365 East 18th Avenue, Vancouver, BC  
4297.06 December 2015 Scale NTS

**+25% for possible future growth  
& daily/seasonal variation:**

Commercial N.Bnd: ~9,100 vpd  
Commercial S.Bnd: ~9,800 vpd  
E. 18th Ave. (total): ~5,000 vpd.  
(Design).



# COPY

## CITY OF VANCOUVER - ENGINEERING SERVICES AUTOMATIC TRAFFIC COUNTS

Select Location

Coordinates: 250705 Location: 4300 VICTORIA DRIVE

DIRECTION: NB

ID	Date	Hour	12-1	1-2	2-3	3-4	4-5	5-6	6-7	7-8	8-9	9-10	10-11	11-12	24 Hours	9AM-4PM	7-9AM	4-6PM
23938	30-Aug-05	A.M.	-	-	-	-	-	-	-	-	-	-	-	-	9380	3837	1252	1247
		P.M.	496	550	573	583	632	615	527	474	439	350	285	179				
23939	31-Aug-05	A.M.	130	81	70	60	51	100	298	620	632	580	522	553				
		P.M.	-	-	-	-	-	-	-	-	-	-	-	-				
27887	12-Jul-06	A.M.	-	-	-	-	-	-	-	-	-	-	-	-	9775	3860	1434	1259
		P.M.	-	545	564	611	630	629	559	455	464	385	322	197				
27888	13-Jul-06	A.M.	135	92	52	53	43	114	351	663	771	571	488	509				
		P.M.	572	-	-	-	-	-	-	-	-	-	-	-				
31678	04-Apr-07	A.M.	-	-	-	-	-	-	-	-	-	-	-	-	10272	4225	1629	1367
		P.M.	-	560	613	676	674	693	622	431	396	372	269	175				
31677	05-Apr-07	A.M.	111	77	53	40	56	120	329	660	969	653	549	534				
		P.M.	648	-	-	-	-	-	-	-	-	-	-	-				

$$\frac{1264}{9380} = 13.5\%$$

$$\frac{1401}{9775} = 14.3\%$$

$$\frac{1662}{10272} = 16.2\%$$

DIRECTION: SB

ID	Date	Hour	12-1	1-2	2-3	3-4	4-5	5-6	6-7	7-8	8-9	9-10	10-11	11-12	24 Hours	9AM-4PM	7-9AM	4-6PM
23940	30-Aug-05	A.M.	-	-	-	-	-	-	-	-	-	-	-	-	9711	4166	874	1540
		P.M.	616	594	658	717	761	779	668	539	371	367	290	222				
23941	31-Aug-05	A.M.	125	91	67	57	46	71	217	384	490	494	499	588				
		P.M.	-	-	-	-	-	-	-	-	-	-	-	-				
27889	12-Jul-06	A.M.	-	-	-	-	-	-	-	-	-	-	-	-	10196	4121	932	1730
		P.M.	-	553	610	722	801	849	706	539	423	465	320	233				
27890	13-Jul-06	A.M.	173	103	81	48	36	95	221	417	515	499	521	541				
		P.M.	675	-	-	-	-	-	-	-	-	-	-	-				
31678	04-Apr-07	A.M.	-	-	-	-	-	-	-	-	-	-	-	-	10662	4383	1177	1736
		P.M.	-	602	666	797	851	885	785	578	428	465	294	191				
31679	05-Apr-07	A.M.	112	83	47	39	47	90	207	464	713	568	524	597				
		P.M.	628	-	-	-	-	-	-	-	-	-	-	-				

$$\frac{1269}{9711} = 13.1\%$$

$$\frac{1396}{10196} = 13.7\%$$

$$\frac{1598}{10662} = 15.0\%$$

Am + pm max. Hour = ~13-16% of  
Daily Total Traffic.  
(Design = 13%).

CITY OF VANCOUVER - ENGINEERING SERVICES  
AUTOMATIC TRAFFIC COUNTS

**COPY**

Select Location

**Coordinates: 250655 Location: 2600 COMMERCIAL DRIVE**

DIRECTION: NB

ID	Date	Hour	12-1	1-2	2-3	3-4	4-5	5-6	6-7	7-8	8-9	9-10	10-11	11-12	24 Hours	9AM-4PM	7-9AM	4-6PM
23734	18-Aug-05	A.M.	-	-	-	-	-	-	-	-	-	-	-	-	8481	3438	1196	906
		P.M.	-	484	468	478	447	459	437	426	407	366	259	189				
23735	19-Aug-05	A.M.	131	95	68	35	40	136	352	585	611	512	465	518				
		P.M.	513	-	-	-	-	-	-	-	-	-	-	-				
28147	14-Aug-06	A.M.	-	-	-	-	-	-	-	-	-	-	-	-	8077	3298	1187	903
		P.M.	-	382	506	476	459	444	459	362	398	328	257	177				
28148	15-Aug-06	A.M.	96	52	36	37	43	138	306	518	669	514	471	485				
		P.M.	464	-	-	-	-	-	-	-	-	-	-	-				
31760	22-Feb-07	A.M.	-	-	-	-	-	-	-	-	-	-	-	-	8925	3717	1300	1053
		P.M.	-	512	474	559	557	496	513	473	354	326	234	184				
31761	23-Feb-07	A.M.	120	67	56	43	47	136	302	574	726	610	571	475				
		P.M.	516	-	-	-	-	-	-	-	-	-	-	-				

$$\frac{1070}{8481} = 12.6\%$$

$$\frac{1128}{8077} = 13.9\%$$

$$\frac{1283}{8925} = 14.4\%$$

DIRECTION: SB

ID	Date	Hour	12-1	1-2	2-3	3-4	4-5	5-6	6-7	7-8	8-9	9-10	10-11	11-12	24 Hours	9AM-4PM	7-9AM	4-6PM
23736	18-Aug-05	A.M.	-	-	-	-	-	-	-	-	-	-	-	-	8229	3872	726	1294
		P.M.	-	559	590	701	582	732	626	535	482	465	366	321				
23737	19-Aug-05	A.M.	182	104	77	60	41	81	197	290	436	405	445	491				
		P.M.	481	-	-	-	-	-	-	-	-	-	-	-				
28149	14-Aug-06	A.M.	-	-	-	-	-	-	-	-	-	-	-	-	8477	3332	726	1398
		P.M.	-	307	547	571	752	646	634	426	410	372	348	226				
28150	15-Aug-06	A.M.	147	71	62	31	43	82	167	317	411	427	454	495				
		P.M.	531	-	-	-	-	-	-	-	-	-	-	-				
31758	22-Feb-07	A.M.	-	-	-	-	-	-	-	-	-	-	-	-	10008	3890	822	1873
		P.M.	-	540	575	740	874	999	783	535	448	421	308	225				
31759	23-Feb-07	A.M.	182	99	71	46	38	85	182	336	486	449	477	517				
		P.M.	592	-	-	-	-	-	-	-	-	-	-	-				

$$\frac{1168}{9229} = 12.6\%$$

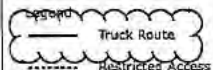
$$\frac{1179}{8477} = 13.9\%$$

$$\frac{1485}{10008} = 14.8\%$$



(GVW>10,000kg)  
VANCOUVER, B.C.  
JANUARY 2009

A vehicle or combination of vehicles with a GVW greater than 10,000 kg (22,046 lbs) must use the truck routes and truck areas.



### Truck Areas

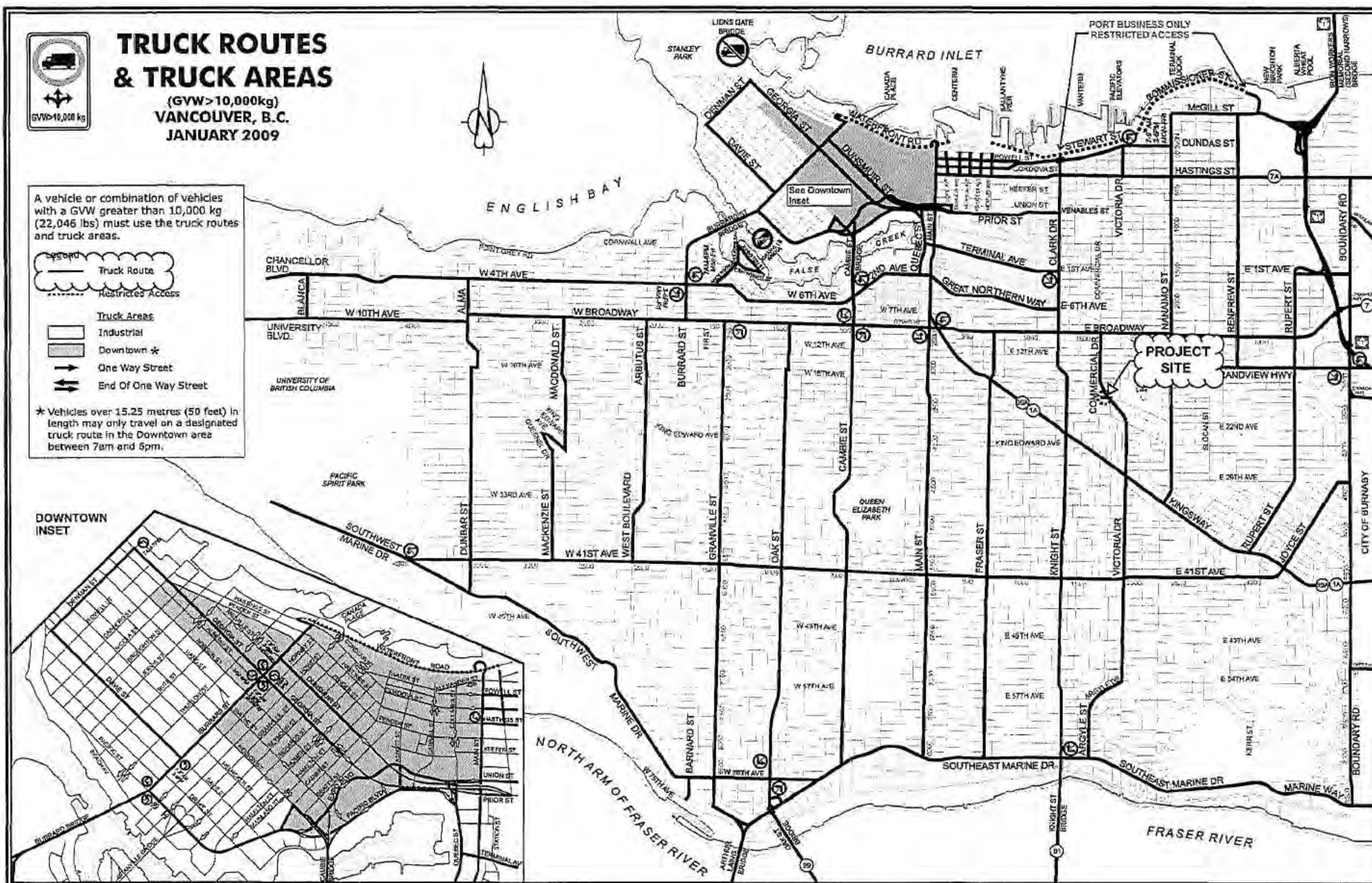
## Industrial

Down town :

### One Way Street

End Of One Way Street

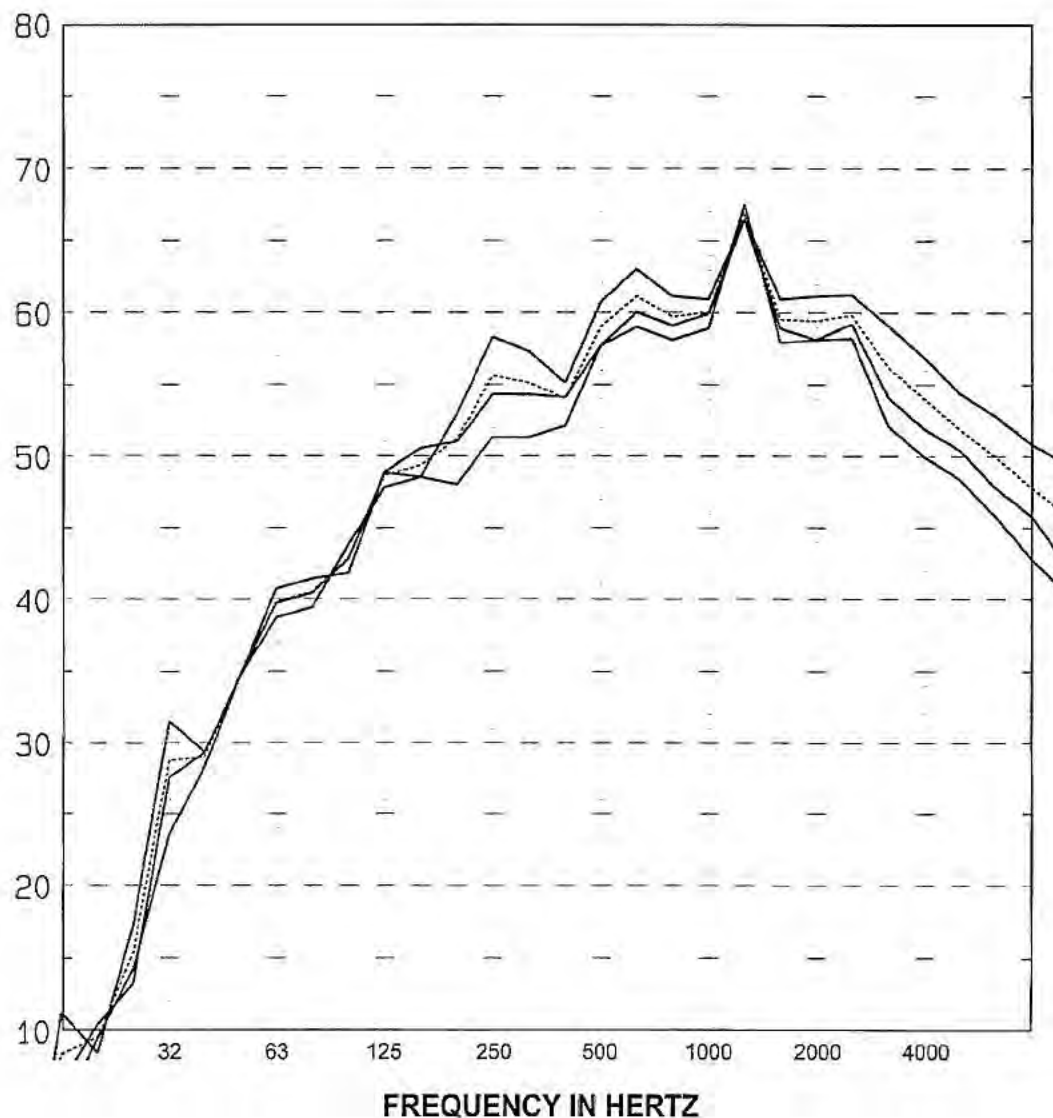
\* Vehicles over 15.25 metres (50 feet) in length may only travel on a designated truck route in the Downtown area between 7am and 6pm.







A-Weighted Third Octave Band Levels (dB re 20 uPa)



#### LEGEND

— Reference samples of E.Bnd SkyTrain noise level on roof of #3490 Porter St., overlooking looking guideway, ~12m from C.L. of tracks. (4 car SkyTrains).

..... Avg. Leq(20s) = 71.5 dBA

Reference #438.951.  
W.Bnd SkyTrains: 69 dBA at 8m. Lower level attributed to reduced view to wheels/rail for W.Bnd cars only.

#### PROJECT

CRESSEY / YAMAMOTO ARCH.  
Re: 3365 Commercial Dr., Vanc

#### GRAPH TITLE

Eval. of Reference SkyTrain Noise Data.

#### GRAPH NUMBER

SKY

FILE: SKY-DES

PROJECT NUMBER

806.161

DATE

7-JUL-17

June 27, 2017

Mr. Nathan Gurvich  
Cressey 18th Avenue Holdings Ltd.  
200 - 555 West 8th Avenue  
Vancouver, BC  
V5Z 1C6

Dear Mr. Gurvich:

**RE: 3365 COMMERCIAL DRIVE**  
**Development Application Number DP-2017-00181**

On behalf of the Director of Planning, your application has been approved to develop on this site a 6-storey Multiple Dwelling building on the east portion containing 111 secured market rental dwelling units and a 3-storey market Infill Two Family Dwelling at the northwest side, and restore, retain, designate as Heritage "C", and relocate the existing 3-storey house at 3365 Commercial Drive to the southwest side of the site to convert to a Multiple Conversion Dwelling containing 2 market dwelling units, all above one level of underground parking accessed from East 18<sup>th</sup> Avenue, thereby providing a total of 115 dwelling units on this site.

A permit may be issued upon the completion of the revisions and conditions noted below under items 1.0 to 2.8 of this "prior-to permit issuance" letter.

**IMPORTANT!!! HOW TO SUBMIT YOUR REVISIONS**

Arrange a meeting by calling at least two days in advance of your drawings being ready for submission. **Partial submissions will not be accepted.** You may contact Wendy LeBreton at (604) 871-6796, 8:30 a.m. to 5:00 p.m., Monday to Friday. Please do not mail, drop-off or courier your response because this will delay the processing of your application. The purpose of the meeting will be to complete a preliminary review of your submission which must include your revised drawings and a written explanation describing how you have addressed each of the conditions.

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

City of Vancouver, Development Services, Building & Licensing  
Development Services Division, Development Review Branch  
453 West 12th Avenue  
Vancouver, British Columbia V5Y 1V4 Canada  
tel: 604.873.7611 fax: 604.873.7100  
website: vancouver.ca

**2017**  
BC's Top Employers

**Note to Applicant:** In order to prevent contaminated air from being drawn into the building, all fresh-air intake portals must be located away from driveways, and parking or loading areas.

1.23 provision of the following notations on the submitted plans:

- i. "The acoustical measures will be incorporated into the final design, based on the consultant's recommendations;"
- ii. "The design of the parking structure regarding safety and security measures shall be in accordance with Section 4.13 of the Parking By-law";
- iii. "A minimum of one electrical receptacle shall be provided for each two Class A bicycle spaces";
- iv. "The design of the bicycle spaces (including bicycle rooms, compounds, lockers and/or racks) regarding safety and security measures shall be in accordance with the relevant provisions of Section 6 of the Parking By-law";
- v. "Mechanical equipment (ventilators, generators, compactors and exhaust systems) will be designed and located to minimize noise impacts on the neighbourhood and comply with Noise By-law No. 6555".

**Landscape Review conditions:**

1.24 design development to set back the underground parking structure an additional distance of approximately one standard parking space width to the east of tree #1678 to increase the root protection zone and canopy clearance;

**Note to Applicant:** This will require modifications to the underground parking plan. The expanded setback will provide additional space for maximized root protection, future tree growth and construction phase clearance. To optimize tree protection, employ special construction methods, such as vertical shoring and setback the limit of excavation outside the dripline. The scheme should not rely on canopy pruning or surface disturbances (such as intensive re-landscaping). Avoid landscape or grading proposals and that may cause unnecessary compaction of roots and changes to the existing growing conditions (water availability and drainage).

1.25 design development to relocate the proposed mechanical shaft at the south east corner of the site further away from trees #1646 and 1649;

1.26 clarification on the architectural and landscape plans/ sections and the arborist report of efforts to minimize disturbance of the tree root protection zone and canopy clearance;

**Note to Applicant:** applicable to trees # 1646 -1650, 1677 and 1678. The tree protection plans and sections provided in the submission should be expanded. Employ vertical excavation and special concrete forming methods. The revised architectural and landscape plans/ sections should be highly detailed, with



separate lots corresponding to Sub-area 1 and Sub-area 2, as shown in Figure 1 of the CD-1 (644) By-law.

- 2.3 Arrangements shall be made, to the satisfaction of the Director of Planning, Director of Legal Services, and the General Manager of Engineering Services, for a cross-boundary agreement between sites if two new lots are created as described in Condition 2.3 above.

- 2.4 Compliance with Section 10.12.2 - Demolition of a Building, of the Zoning and Development By-law which states that:

"Except as set out in Section 10.12.3, where development necessitates the demolition of existing residential rental accommodation, no development permit shall be issued for the demolition unless and until a development permit for the new development has been issued.

The development permit for the new development shall not be issued unless and until all building permits for the new development and a building permit for the demolition are issuable."

- 2.5 Submission of a DCL Waiver Request Form (copy attached) is required, to the satisfaction of the Director of Planning, the Director of Housing Policy and Projects, and the General Manager of Planning, Urban Design & Sustainability, confirming compliance of proposed Average Maximum Rents, Average Maximum Unit Sizes, and Proposed Construction Costs of this application with Appendix C of Planning - By-law Administration Bulletin entitled, "Rental Incentive Guidelines".

**Note to Applicant:** Average Maximum Unit Sizes shall be clearly identified on the Architectural drawings and accompanied with FSR overlays. They are to be measured from the inside of all outer walls, as outlined in Section 10.21.2 of the Zoning and Development Bylaw, and shall be considered to be the net area after all permitted exclusions.

- 2.6 An up-to-date copy of the City building grades plan is to be submitted.

- 2.7 An acoustical consultant's report is to be submitted which assesses noise impacts on the site and recommends noise mitigation measures to achieve noise criteria, to the satisfaction of the Director of Planning.

- 2.8 The proposed form of development can and does become approved by City Council.

### 3.0 Conditions of the Development Permit:

- 3.1 In the event that retention of portions of the heritage building, which are to be retained, cannot occur as shown on the approved plans, all construction work must cease. Construction must stop as the work is no longer in compliance with the approved permit and the permit would now be considered to be invalid. Replication or replacement of existing portions of the building that were to be retained does not comply where retention is a condition of the permit. Planning staff must be contacted to discuss options including the possibility of

## **6 Building Height**

- 6.1 In Sub-area 1, building height, measured from base surface, must not exceed 18.34 m.
- 6.2 In Sub-area 2, building height, measured from base surface, must not exceed 9.4 m.
- 6.3 Section 10.11 of the Zoning and Development By-law is to apply to this By-law, except that the Director of Planning may permit a greater height than otherwise permitted for mechanical appurtenances such as elevator machine rooms.

## **7 Building Setbacks**

- 7.1 In Sub-area 1, the setback from Commercial Drive must not be less than 2.13 m.
- 7.2 In Sub-area 2, the setback from East 18th Avenue must not be less than 2.74 m.

## **8 Horizontal angle of daylight**

- 8.1 Each habitable room must have at least one window on an exterior wall of a building.
- 8.2 The location of each such exterior window must allow a plane or planes extending from the window and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, to encounter no obstruction over a distance of 24.0 m.
- 8.3 Measurement of the plane or planes referred to in section 8.2 must be horizontally from the centre of the bottom of each window.
- 8.4 The Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement, if:
- (a) the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council; and
  - (b) the minimum distance of the unobstructed view is not less than 3.7 m.
- 8.5 An obstruction referred to in section 8.2 means:
- (a) any part of the same building including permitted projections; or
  - (b) the largest building permitted under the zoning on any site adjoining CD-1 (644).
- 8.6 A habitable room referred to in section 8.1 does not include:
- (a) a bathroom; or
  - (b) a kitchen whose floor area is the lesser of:
    - (i) 10% or less of the total floor area of the dwelling unit, or
    - (ii) 9.3 m<sup>2</sup>.

## **9 Acoustics**

A development permit application will require evidence in the form of a report and recommendations prepared by a person trained in acoustics and current techniques of noise measurement, demonstrating that the noise levels in those portions of dwelling units listed below do not exceed the noise level set opposite such portions. For the purposes of this section, the noise level is the A-weighted 24-hour equivalent (Leq) sound level and is defined simply as noise level in decibels.

Portions of dwelling units	Noise levels (Decibels)
Bedrooms	35
Living, dining, recreation rooms	40
Kitchen, bathrooms, hallways	45

DP.7 00181

## Diamond Head Consulting Ltd. Arborist Report

For:

18th and Commercial – Vancouver BC

April 30, 2014; Revised September 6, 2017

To be submitted with: Tree Retention Plan dated  
September 6, 2017, and Yamamoto Architecture Page  
A3.10 for full Tree Protection Zone and Construction  
Cross Sections.

Submitted to:

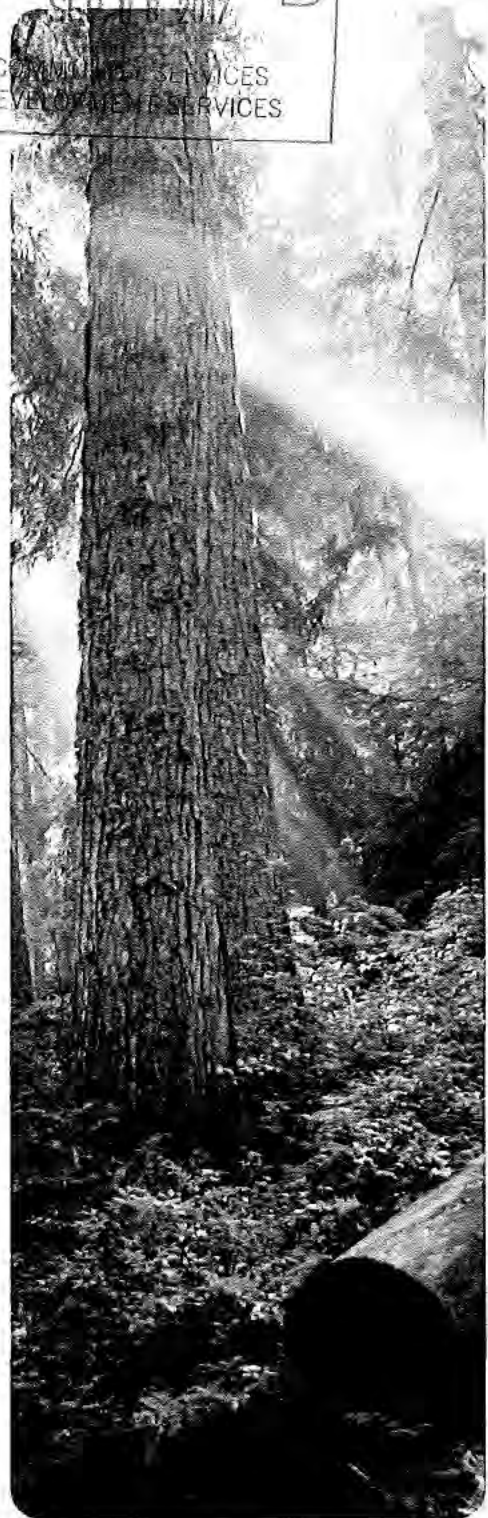
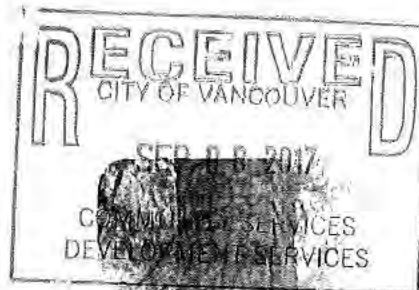
Jason Turcotte  
Cressey Developments Ltd.  
Suite 800 – 925 West Georgia St.  
Vancouver, BC

Submitted by:



**DIAMOND HEAD**  
CONSULTING LTD. ©

3551 Commercial St  
Vancouver, BC  
V5N 4E8



The following Diamond Head Consulting staff performed the site visit and prepared the report. All general and professional liability insurance and individual accreditations have been provided below for reference.



Trevor Cox, MCIP  
ISA Certified Arborist (PN1920A)  
Certified Tree Risk Assessor (43)  
BC Parks Wildlife and Danger Tree Assessor



Max Rathburn  
ISA Certified Arborist (PN0599A)  
ISA Certified Tree Risk Assessor (159)

This report summarizes the planned management of trees on the site. If there are any questions or concerns as to the contents of this report, please contact us at any time.

#### Contact Information

Phone: 604-733-4886  
Fax: 604-733-4879  
Email: [trevor@diamondheadconsulting.com](mailto:trevor@diamondheadconsulting.com) or [max@diamondheadconsulting.com](mailto:max@diamondheadconsulting.com)  
Website: [www.diamondheadconsulting.com](http://www.diamondheadconsulting.com)

#### Insurance Information

WCB: # 657906 AQ (003)  
General Liability: Northbridge General Insurance Corporation - Policy #CBC1935506, \$5,000,000 (Mar 2016 to Mar 2017)  
Errors & Omissions: Lloyds Underwriters – Policy #1010615D, \$1,000,000 (June 2015 to June 2017)

## Table of Contents

<b>1.0</b>	<b>INTRODUCTION .....</b>	<b>1</b>
1.1	Limits of Assignment .....	1
1.2	Purpose and Use of Report .....	1
<b>2.0</b>	<b>OBSERVATIONS .....</b>	<b>2</b>
2.1	Site Overview .....	2
2.2	Tree Inventory .....	3
2.3	Photographs .....	4
2.4	Tree Inventory Table .....	6
2.5	Tree Risk Assessment Table .....	14
<b>3.0</b>	<b>SUMMARY .....</b>	<b>15</b>
3.1	Tree Retention and Removal by Species .....	15
3.2	Tree Retention Discussion .....	16
3.3	Tree Retention and Removal Summary .....	17
<b>4.0</b>	<b>TREES ON ADJACENT PROPERTIES .....</b>	<b>17</b>
<b>5.0</b>	<b>CONSTRUCTION GUIDELINES .....</b>	<b>17</b>
<b>6.0</b>	<b>LIMITATIONS .....</b>	<b>21</b>
<b>7.0</b>	<b>APPENDIX 1 – OVERALL RISK RATING AND ACTION THRESHOLDS .....</b>	<b>23</b>

## List of Tables

Table 1. Tree Inventory .....	6
Table 2. Tree Risk Assessment .....	14
Table 3. Tree species summary. ....	15
Table 4. Tree species summary. ....	16



## 1.0 Introduction

Diamond Head Consulting Ltd. (DHC) was asked to complete an assessment of the trees on and adjacent to the following proposed development:

Civic address:	1695, 1707, 1733, and 1775 18 <sup>th</sup> Avenue East, and 3365 Commercial Drive
Vancouver BC	
Project No.:	unknown
Client name:	Cressey Developments Ltd.
Date of site visit:	June 6 <sup>th</sup> 2013
Weather during visit:	Dry with sunshine

The objective of this report is to ensure the proposed development is in compliance with the City of Vancouver Protection of Trees By-Law No. 9958. The trees at the site were assessed, including: species, diameter at breast height (dbh) measured to the nearest 1 cm at 1.4 m above tree base, estimated height and general health and defects. Critical root zones were calculated for each of the trees with the potential for development impacts. Tree hazards were assessed according to International Society of Arboriculture and WCB standards. Suitability for tree retention was evaluated based on the health of the trees and their location in relation to the proposed building envelopes and infrastructure. This report outlines the existing condition of the trees on and adjacent to the property, summarizes the proposed tree removals and retention trees as well as suggested guidelines for protecting the remaining trees during the construction process.

### 1.1 Limits of Assignment

- Our investigation is based solely on our visual inspection of the trees on June 10, 2013. Our inspection was conducted from ground level. We did not conduct soil tests or root examination to assess the condition of the root system of the trees.
- This report does not provide any estimates to implement the proposed recommendations provided in this report.
- This report is valid for six months from the date of submission. Additional site visits and report revisions are required after this point to ensure accuracy of the report for the City's development permit application process.

### 1.2 Purpose and Use of Report

- Provide documentation pertaining to on and off site trees to supplement the proposed development permit application.



Figure 1. Aerial view of the site – 18<sup>th</sup> and Commercial Drive Vancouver

## 2.0 Observations

### 2.1 Site Overview

The site consists of five residential lots, and four of the lots contain the existing homes. Four of the lots front east 18<sup>th</sup> avenue and one lot is fronting Commercial Drive, and there is no lane access to any of these lots. The topography of the site is mostly flat with the exception on of the vacant lot (1733 East 18<sup>th</sup> Avenue) which forms a valley between the other two lots. The site is mostly composed of a mix mature native conifer and various deciduous species along with native and non-native ground cover, the majority of the lots have maintained landscaped yards. The by-law sized tree species within the lot consist primarily of Lawson Cypress (*Chamaecyparis lawsoniana*), Douglas-fir (*Pseudotsuga menziesii*), Western Hemlock (*Tsuga heterophylla*), Black Locust (*Robinia pseudoacacia*) as well as many other species in fewer numbers which are located throughout the subject site. In addition, there is a row of previously topped conifers fronting the site that are located on City property.

In the context of a proposed high density development and the trees existing health and structural conditions, many of the trees are unsuitable for retention based on species composition, patterns of failure and the changes to site hydrology. Tree attributes, critical root zones and recommendations for the trees are listed below in Table 1.

## 2.2 Tree Inventory

The following is an inventory of assessed trees, each of which was marked with a numbered tag as is required by the City Tree Bylaw. Tree species, characteristics, comments, recommendations and required root protection zones have been suggested (Table 1). Their locations are illustrated on the accompanying map.

### Overall Health and Structure Rating

**Excellent** = Tree of possible specimen quality, unique species or size with no discernible defects. Or a heritage tree.

**Normal** = These trees are in fair to good condition, considering its growing environment and species.

**Poor** = These trees have low vigour, with noted health and/or structural defects. This tree is starting to decline from its typical species growth habits.

**Very poor** = These trees are in serious decline from its typical growth habits, with multiple very definable health and/or structural defects.

**Dead/Dying** = These trees were found to be dead, and/or have severe defects and are in severe decline.

**High Risk** = These trees have been deemed hazardous by a Certified Tree Risk Assessor utilizing CTRA methods. They have a probability of failure of 3 or higher with a total overall risk rating of 8 (Moderate 3) or above.

### Tree Retention Suitability Ratings

**Unsuitable** = Not suitable for retention in context of the proposed project design and land use changes. These trees have pre-existing health and structural defects. There is a significant chance that these trees will not survive or may become a hazard given the proposed future land use.

**Moderate** = These trees have moderate structural defects or health issues. The retention of this class of trees is not always successful or viable due to their pre-existing structural defects or health issues; however, these trees may be viable for retention with the use of special measures.

**Suitable** = These trees have no obvious structural defects or health issues, and are worthy of consideration for retention in the proposed development.

**Suitable as group** = These trees have grown up in groups (groves) of other trees, and have not developed the type of trunk and root structure that will allow them to be safely retained on their own. These trees should only be retained in groups.

### Tree Risk Assessment

Using the *Tree Risk Assessment in Urban Areas and the Urban/Rural Interface Release 1.4* manual, published by the International Society of Arboriculture, a Risk Rating out of 12 maximum points was given to the tree as shown in Table 2. The formula used was: **Probability of Failure + Size of Part + Target Area = Tree Risk Assessment (Rating)**.

In the Tree Risk Assessment, the tree was rated as follows:

**Probability of Failure = (1 low to 5 Extreme).** This is the likelihood of branch or whole tree failure. One is the lowest possible score; five is the highest likelihood of tree part failure.

**Size of Defective Part = (1 small to 3 large).** This section identifies the largest part, which could fail. A part greater than 50 cm is given a rating of 3, a part between 10 and 50 cm is given a rating of 2 and all parts less than 10 cm are given a rating of 1.

**Target Area = (1 low to 4 high).** The target that the tree could strike is designated a value from 1 to 4 based on the potential to cause personal injury or damage structures and infrastructure.

A value for each of the three categories is assessed and added together in the Risk Rating calculation shown in Table 2. A score of 3-5 indicates a low risk, 6-8 is a moderate risk, 9-11 is a high risk and 12 indicates an extreme risk; this level warrants immediate tree removal. A risk category assigning ranges to the three levels of risk is also provided. Please refer to the table in Appendix 1 for detailed information on interpretation and implications of risk ratings and categories.

## 2.3 Photographs



Photo 1. Southwestern edge of the site taken from the SW corner of the subject site.



Photo 2. Showing the center of the southern site boundary.





Photo 3. This photo shows the grove of Lawson cypress trees located on in the southeast corner of the site.

Photo 4. This photo is taken from Commercial drive showing the northeast corner of the site, please note the grade difference between Commercial Drive and the subject site.



## 2.4 Tree Inventory Table

Table 1. Tree Inventory.

Tag #	Common Name	Botanical Name	DBH (cm)	Ht (m)	Overall Condition	Suitability	Comment	Retain/ Remove	Tree Retention Comments	RPZ (m)
1646	Lawson Cypress	<i>Chamaecyparis lawsoniana</i>	48	15	Normal	Suitable as group	This tree is growing in a grove setting that has resulted in asymmetric crown that faces the grove edge. This tree can only be retained within the whole grove.	Retain	Retain in the group, note any landscaping or hardscape adjacent this tree must be approved by the project arborist. The proposed gravel path must be built above the existing grade and methods are to be approved by the project arborist.	2.9
1647	Lawson Cypress	<i>Chamaecyparis lawsoniana</i>	42	15	Normal	Suitable as group	This tree is growing in a grove setting that has resulted in asymmetric crown that faces the grove edge. This tree can only be retained within the whole grove. This tree has small twin tops, at 8m, which may require an aerial inspection to determine if further treatments are necessary.	Retain	Retain in the group, note any landscaping or hardscape adjacent this tree must be approved by the project arborist. The proposed gravel path must be built above the existing grade and methods are to be approved by the project arborist.	2.5
1648	Lawson Cypress	<i>Chamaecyparis lawsoniana</i>	27	13	Normal	Suitable as group	This tree is growing in a grove setting that has resulted in asymmetric crown that faces the grove edge. This tree can only be retained within the whole grove. This is the smallest tree in grove.	Retain	Retain in the group, note any landscaping or hardscape adjacent this tree must be approved by the project arborist. The proposed gravel path must be built above the existing grade and methods are to be approved by the project arborist.	1.6
1649	Lawson Cypress	<i>Chamaecyparis</i>	43	15	Normal	Suitable as	This tree is growing in a grove	Retain	The adjacent excavation	2.6

Tag #	Common Name	Botanical Name	DBH (cm)	Ht (m)	Overall Condition	Suitability	Comment	Retain/ Remove	Tree Retention Comments	RPZ (m)
		<i>lawsoniana</i>				group	setting that has resulted in asymmetric crown that faces the grove edge. This tree can only be retained within the whole grove.		must be under taken under arborist on-site direction, and the excavation cannot intrude into the TPZ. The proposed gravel path must be built above the existing grade and methods are to be approved by the project arborist.	
1650	Lawson Cypress	<i>Chamaecyparis lawsoniana</i>	45	15	Normal	Suitable as group	This tree is growing in a grove setting that has resulted in asymmetric crown that faces the grove edge. This tree can only be retained within the whole grove.	Retain	The adjacent excavation must be under taken under arborist on-site direction, and the excavation cannot intrude into the TPZ. The proposed gravel path must be built above the existing grade and methods are to be approved by the project arborist.	2.7
1651	Lawson Cypress	<i>Chamaecyparis lawsoniana</i>	47	15	Normal	Suitable as group	This tree is growing in a grove setting that has resulted in asymmetric crown that faces the grove edge. This tree can only be retained within the whole grove.	Remove	This tree is in conflict with the proposed building envelope.	2.8
1653	Lawson Cypress	<i>Chamaecyparis lawsoniana</i>	48	15	Normal	Suitable on own	This tree is part of the grove; however, it's growing slightly in the open and singular retention of this tree may be possible.	Remove	This tree is in conflict with the proposed building envelope.	2.9
1654	Apple sp.	<i>Malus sp.</i>	30	5	Poor	Moderate	This tree is suppressed with an asymmetric crown. There are 3 stems 10cm on average.	Remove	This tree is in conflict with the proposed building envelope.	1.8

Tag #	Common Name	Botanical Name	DBP (cm)	Ht (m)	Overall Condition	Suitability	Comment	Retain/Remove	Tree Retention Comments	RP2 (m)
1655	Lodgepole pine	<i>Pinus contorta</i> <i>var. latifolia</i>	34	16	Poor	Unsuitable	This tree is infected with western pine gull rust resulting in severe lower crown dieback.	Remove	This tree is in conflict with the proposed building envelope.	2
1656	Holly	<i>Ilex aquifolium</i>	23	16	Dead/ Dying	Unsuitable	This tree is dying and is most likely infected with <i>Phytophthora ilicis</i> , which has resulted in major crown dieback.	Remove	This tree is in conflict with the proposed building envelope.	1.4
1657	Beaked Hazelnut	<i>Corylus avellana</i>	30	4	Normal	Unsuitable	This a hazelnut cluster comprised of multiple stems.	Remove	This tree is in conflict with the proposed building envelope.	1.8
1658	Beaked Hazelnut	<i>Corylus avellana</i>	50	4	Normal	Unsuitable	This a hazelnut cluster comprised of multiple stems.	Remove	This tree is in conflict with the proposed building envelope.	3
1659	Lawson Cypress	<i>Chamaecyparis lawsoniana</i>	45	18	Dead/ Dying High Risk	Unsuitable	This is a standing dead tree within striking distance of the existing house.	Remove	This tree is in conflict with the proposed building envelope.	2.7
1660	Beaked Hazelnut	<i>Corylus avellana</i>	120	6	Normal	Unsuitable	This a hazelnut cluster comprised of multiple stems; 12 stems 10cm on average; coppice, shrub form	Remove	This tree is in conflict with the proposed building envelope.	7.2
1661	Cherry/Plum	<i>Prunus sp.</i>	43	10	Poor	Unsuitable	This tree has been previously topped and headed, and the crown is infected with bacterial blight and canker.	Remove	This tree is in conflict with the proposed building envelope.	2.6
1662	Cherry/Plum	<i>Prunus sp.</i>	90	10	Poor	Unsuitable	This tree has been previously topped and headed, and the crown is infected with bacterial blight and canker, multiple stems join at 1.45m above grade.	Remove	This tree is in conflict with the proposed building envelope.	5.4
1663	Cherry/Plum	<i>Prunus sp.</i>	50	10	Poor	Unsuitable	This tree has been previously	Remove	This tree is in conflict with	3

Tag #	Common Name	Botanical Name	DBH (cm)	Ht (m)	Overall Condition	Suitability	Comment	Retain/ Remove	Tree Retention Comments	RPZ (m)
							topped and headed, and the crown is infected with bacterial blight and canker, multiple stems join at 1.45m above grade. Note that there is a significant inclusion seam that extends past the stem union, which may significantly reduce the union structure.		the proposed building envelope.	
1664 City tree	Douglas-fir	<i>Pseudotsuga menziesii</i>	28	15	Poor	Moderate	This tree's crown is asymmetric crown to south, and is slightly suppressed by adjacent tree. The crown merges with adjacent tree.	Remove	This tree is in conflict with the proposed building envelope.	1.7
1665 City tree	Douglas-fir	<i>Pseudotsuga menziesii</i>	45	18	Very poor	Unsuitable	The tree's crown is asymmetric to the south, and has been historically topped at 2.5m above grade. The crown merges with adjacent tree.	Remove	This tree is in conflict with the proposed building envelope.	2.7
1666 City tree	Douglas-fir	<i>Pseudotsuga menziesii</i>	57	18	Very poor	Unsuitable	The tree's crown is asymmetric to the south, and has been historically topped at 2.5m above grade. The crown merges with adjacent tree.	Remove	This tree is in conflict with the proposed building envelope.	3.4
1667 City tree	Western Hemlock	<i>Tsuga heterophylla</i>	60	18	Very poor	Unsuitable	The tree's crown is asymmetric to the south, and has been historically topped at 1m above grade. The crown merges with adjacent tree. The tree's crown is comprised of 3 stems 20cm	Remove	This tree is in conflict with the proposed building envelope.	3.6



Tag #	Common Name	Botanical Name	DBH (cm)	Ht (m)	Overall Condition	Suitability	Comment	Retain/Remove	Tree Retention Comments	RPZ (m)
							dbh on average.			
1668 City	Lawson Cypress	<i>Chamaecyparis lawsoniana</i>	26	18	Very poor	Unsuitable	The tree's crown is asymmetric to the south, and has been historically topped at 2m above grade.	Remove	This tree is in conflict with the proposed building envelope.	1.6
1669 City tree	Western Hemlock	<i>Tsuga heterophylla</i>	45	20	Very poor	Unsuitable	The tree's crown is asymmetric to the south, and has been historically topped at 2.5m above grade. The crown is sparse and thinning.	Remove	This tree is in conflict with the proposed building envelope.	2.7
1670	Douglas-fir	<i>Pseudotsuga menziesii</i>	34	15	Very poor	Unsuitable	This tree has a high crown, and it has been historically topped at 2.5m above grade. The twin stems join at 2m above grade and there is a deep inclusion seam extending downward.	Remove	This tree is in conflict with the proposed building envelope.	2
1671	Beaked Hazelnut	<i>Corylus avellana</i>	30	5	Very poor	Unsuitable	hazelnut cluster comprised of multiple stems; 3 stems 10cm on average	Remove	This tree is in conflict with the proposed building envelope.	1.8
1672	Red Alder	<i>Alnus rubra</i>	120	20	Very poor	Unsuitable	The north stem is infested with ivy, and the crown is comprised of 3 stems 40cm on average. The structure of the 3 way stem union is compromised by the deep inclusion seams, extending downward.	Remove	This tree is in conflict with the proposed building envelope.	7.2
1673	Western Hemlock	<i>Tsuga heterophylla</i>	78	12	Dead/Dying	Unsuitable	This tree's top appears have been previously topped to the height of 12m. There are fruiting bodies of decay (conks) growing on main trunk indicating severe decay	Remove	This tree is in conflict with the proposed building envelope.	4.7



Tag #	Common Name	Botanical Name	DBH (cm)	Ht (m)	Overall Condition	Suitability	Comment	Retain/Remove	Tree Retention Comments	RPZ (m)
							in that area of the trunk. Note this tree is mostly dead.			
1674	Western Hemlock	<i>Tsuga heterophylla</i>	40	12	Very poor	Unsuitable	This tree has been previously topped at 12m, and the crown merges with adjacent tree's crown.	Remove	This tree is in conflict with the proposed building envelope.	2.4
1675	Western Hemlock	<i>Tsuga heterophylla</i>	54	12	Very poor	Unsuitable	This tree has been previously topped at 12m, and the crown merges with adjacent tree's crown.	Remove	This tree is in conflict with the proposed building envelope.	3.2
1676	Western Hemlock	<i>Tsuga heterophylla</i>	26	6	Dead/Dying	Unsuitable	This tree is dead.	Remove	This tree is in conflict with the proposed building envelope.	1.6
1677	Douglas-fir	<i>Pseudotsuga menziesii</i>	42	20	Normal	Suitable on own	This tree's crown merges with adjacent tree, and there is a large boulder embedded at the base of the tree.	Retain	Retain with tree #1678. Any excavation within 1 m of the TPZ must be supervised by the project arborist.	2.5
1678	Western Hemlock	<i>Tsuga heterophylla</i>	69	23	Normal	Suitable on own	The crown merges with adjacent tree.	Retain	Retain with tree #1677. Any excavation within 1 m of the TPZ must be supervised by the project arborist.	4.1
1679	Beaked Hazelnut	<i>Corylus avellana</i>	100	6	Normal	Unsuitable	This is a hazelnut cluster comprised of multiple stems, (10 stems) 10cm on average	Remove	This tree is in conflict with the proposed building envelope.	6
1680	Apple sp.	<i>Malus sp.</i>	35	6	Poor	Unsuitable	This fruit tree has been previously pruned for production (headed).	Remove	This tree is in conflict with the proposed building envelope.	2.1
1681	Apple sp.	<i>Malus sp.</i>	58	4	Dead/Dying	Unsuitable	This tree is mostly dead.	Remove	This tree is in conflict with the proposed building envelope.	3.5
1682	Pear	<i>Pyrus</i>	30	5	Dead/Dying	Unsuitable	This tree is has been topped to a 5m stump, and it's mostly dead.	Remove	This tree is in conflict with the proposed building envelope.	1.8

Tag #	Common Name	Botanical Name	DBH (cm)	Ht (m)	Overall Condition	Suitability	Comment	Retain/Remove	Tree Retention Comments	RP2 (m)
1683	Pear	<i>Pyrus</i>	30	5	Dead/Dying	Unsuitable	This tree is has been topped to a 5m stump, and it's mostly dead.	Remove	This tree is in conflict with the proposed building envelope.	1.8
1684 City tree	Black Locust	<i>Robinia pseudoacacia</i>	40	17	poor	Unsuitable	This tree's crown is comprised of twin stems that join at base (20x2), and the union is deeply included. The tree is located 1m west of the sidewalk.	Remove	This tree is in conflict with the proposed building envelope.	2.4
1685	Black Locust	<i>Robinia pseudoacacia</i>	60	17	Normal	Suitable as group	This tree's crown is comprised of 3 stems join at base; 20x3 average, union deeply included; grove of two 1686; 2 stems join at 1m	Remove	This tree is in conflict with the proposed building envelope.	3.6
1686	Black Locust	<i>Robinia pseudoacacia</i>	60	17	Normal	Suitable as group	This tree's crown is comprised of 3 stems join at base; 20x3 average, union deeply included; grove of two 1686; 2 stems join at 1m	Remove	This tree is in conflict with the proposed building envelope.	3.6
1687	Cypress	<i>Chamaecyparis nootkatensis</i>	80	23	High Risk	Unsuitable	This tree's crown is comprised of 2 stems that join at 4m, this union is deeply included, and the north stem has been previously topped with 3 replacement leaders.	Remove	This tree is in conflict with the proposed building envelope.	4.8
1688	Mountain ash	<i>Sorbus aucuparia</i>	26	6	Poor	Moderate	This suppressed tree has been previously topped.	Remove	This tree is in conflict with the proposed building envelope.	1.6
1689	Black Locust	<i>Robinia pseudoacacia</i>	50	20	Poor	Unsuitable	This tree's crown is comprised of 2 stems that join at the base. Note this union is deeply included. There is a concrete wall	Remove	This tree is in conflict with the proposed building envelope.	3

Tag #	Common Name	Botanical Name	DBH (cm)	Ht (m)	Overall Condition	Suitability	Comment	Retain/Remove	Tree Retention Comments	RPZ (m)
							located 1m north of the tree and restricting root growth to the north.			
1690	Black Locust	<i>Robinia pseudoacacia</i>	25	20	Poor	Unsuitable	asymmetric crown to north; concrete wall restricting roots north [1m north ]; suppressed crown	Remove	This tree is in conflict with the proposed building envelope.	1.5
1691	Black Locust	<i>Robinia pseudoacacia</i>	25	20	Poor	Unsuitable	asymmetric crown to south	Remove	This tree is in conflict with the proposed building envelope.	1.5
1692	Black Locust	<i>Robinia pseudoacacia</i>	60	20	Poor	Unsuitable	This tree's crown is comprised of 2 stems that join at the base (stems are 30cm dbh). The twin stem union is deeply included. There is a concrete wall restricting roots north [1m north]. Note this tree is not tagged due to heavy brambles.	Remove	This tree is in conflict with the proposed building envelope.	3.6
Hedge 1	Lawson Cypress	<i>Chamaecyparis lawsoniana</i>			Poor	Unsuitable	This is a hedge comprised of Lawson cypress trees that have been crown raised to 5m above grade. The majority of these trees are multiple stemmed and all have been previously topped at various heights to form a hedge. There are 6 bylaw size trees within the hedge row and the trees are growing approximately 1m on center.	Remove	This tree is in conflict with the proposed building envelope.	N/A

Note: all City owned trees will require authorization from the Vancouver Board of Parks for their removal. If authorization for removal is not granted these trees will be retained and may impact the proposed design, in addition the plan will need to be revised to ensure the trees are protected.

## 2.5 Tree Risk Assessment Table

**Table 2. Tree Risk Assessment.**

Only trees that had an overall risk rating of 9 (High 1) or above are included in the following table. The remainder of the trees on the subject site is a moderate risk rating or lower and are suitable for retention in their current land use and condition.

The following two trees that have a high-risk rating:

Tag #	Common Name	Probability of Failure (1-5)	Size of Part (1-3)	Target Area (1-3)	Tree Risk Rating (3-12)	Tree Risk Category (Low 1-3/Mod 1-3/High 1-3/Extreme)	Action/Comments
1659	Cypress	4	2	4	10	High 2	Remove Hazard Tree
1687	Cypress	3	2	4	9	High 1	Remove Hazard Tree

### 3.0 Summary

The site inventory identified 39 on-site trees 7 City owned trees, and one hedge on the subject site that are protected under the bylaw. The City of Vancouver requires replacement trees to be planted for trees that are removed. The City will determine the amount of tree required, and the project Landscape Architect will specific species and location on their drawings. Two of the trees were found to be at high risk of failing and will require removal. The location of protected trees, their root protection zones as well as those trees to be removed will be illustrated on the Tree Retention Drawing.

#### 3.1 Tree Retention and Removal by Species

Table 3. Tree species summary.

Tree Species	Total Number of Trees	Total Retained	Total Removed
Apple sp.	3		3
Hazelnut	5		5
Black Locust	6		6
Cherry	3		3
Pear	2		2
Douglas-fir	5	1	4
Lawson Cypress	10	5	5
English Holly	1		1
Mountain ash	1		1
Lodgepole pine	1		1
Red Alder	1		1
Western Hemlock	7	1	6
<b>Total</b>	<b>45</b>	<b>7</b>	<b>38</b>



**Table 4. Tree species summary.**

Species	On site	Off site	City	Total
Apple sp.	3			3
Hazelnut	5			5
Black Locust	6		1	7
Cherry	3			3
Pear	2			2
Douglas-fir	2		3	5
Lawson Cypress	9		1	10
English Holly	1			1
Mountain ash	1			1
Lodgepole pine	1			1
Red Alder	1			1
Western Hemlock	5		2	7
<b>Total</b>	<b>39</b>		<b>7</b>	<b>46</b>

### **3.2 Tree Retention Discussion**

The opportunity for retention viability is very limited on this site due to the preexisting condition of the subject trees and the proposed full site coverage of the proposed design that includes an underground parking lot that consume the majority of the subject site. The majority of the on-site trees will need to be removed to accommodate the proposed project.

There are two trees located in the northwest area of the site, one Douglas-fir tree # 1677 and one Western Hemlock tree #1678, which are both suitable for retention. Any excavation within 1 m of the TPZ must be supervised by the project arborist.

Tree #'s 1646, 1647, 1648, 1649, 1650, 1651, and 1653 are all Lawson cypress trees that have been found suitable for retention. These trees are growing in close proximity to each other forming a grove. The trees within a grove are not suitable for retention on their own and retention of these trees should only be under taken as a grove on whole. Tree #'s 1651 and 1653 are in conflict with the building envelop and will need to be removed to accommodate the design. Tree #'s 1646, 1647, 1647, 1649, and 1650 can be accommodated and are designated to be retained. Note the excavation adjacent the TPZ cannot intrude into the TPZ.

### 3.3 Tree Retention and Removal Summary

- Retain and provide the noted Root Protection Zone (TPZ) setbacks as noted in Table 1 tree inventory list and ensure the proposed design accommodates the above recommend Tree Protection Zones.
- Tree #'s 1677 and 1678 are located within a proposed concrete enclosure, with access to below ground parking located at the east edge of the dripline.  
**A) Note: Arborist on-site direction is required during any excavation**  
**B) Please refer to Yamamoto Architecture Page A3.10 for full Tree protection Zone and construction cross sections.**
- Tree #'s 1646, 1647, 1648, 1649, and 1650 (Lawson cypress grove): ensure a minimum Tree Protection Zone setback as shown on the enclosed Tree Retention Plan.  
**A) Note: Arborist on-site direction is required during the building excavation, and the excavation cannot extend into the TPZ.**
- **B) The construction of the gravel paths within the noted Tree Protection Zones of any retained trees must be constructed using low impacts methods and approved by the project arborist.**
- **C) the crown reduction pruning of these trees must be undertaken with the on-site supervision of the project arborist.**
- **City owned tree:** Tree #'s 1664, 1665, 1666, 1667, 1668, 1669, and 1684 are located on City owned land and their removal will need to be authorized by the Vancouver Board of Parks.

### 4.0 Trees on Adjacent Properties

There are no off-site trees located on the adjacent properties within the zone of influence for the subject site. There are 7 trees located on City owned land adjacent to the subject, and these trees have been recommended for removal to accommodate the proposed project. The removal of City owned trees will require the authorization of the Vancouver Board of Parks.

### 5.0 Construction Guidelines

The following are recommendations for risk mitigation and proper tree protection during the construction phase of the project.

#### Tree Retention Zones

Six times the diameter was used to determine the optimal root protection zone (RPZ). The RPZ is the area around the tree in which no grading or construction activity may occur and is required for the tree to retain good health and vigor.

The following are tree preservation guidelines and standards for the RPZs:

- No soil disturbance or stripping;
- The natural grade shall be maintained within the protection zone;

- No storage, dumping of materials, parking, underground utilities or fires;
- Any plan affecting trees should be reviewed by a consultant including demolition, erosion control, improvement, utility, drainage, grading, landscape, and irrigation;
- Special foundations, footings and paving designs are required if within the tree protection zone;
- Utilities should be routed around the RPZ;
- Excavation within the tree protection zone should be supervised by a consulting arborist;
- Surface drainage should not be altered so as to direct water into or out of the RPZ; and
- Site drainage improvements should be designed to maintain the natural water table levels within the RPZ.

Respecting these guidelines will prevent changes to the soil and rooting conditions, wounding of the trees and contamination due to spills and waste. Any plans for work or activities within the RPZ that are contrary to these guidelines should be discussed with the project arborist so that mitigation measures can be implemented.

#### **Tree Protection Fences**

Prior to any construction activity on site, tree protection fences must be constructed at the specified distance from the tree trunks. The protection barrier or temporary fencing must be at least 1.2 m in height and constructed of 2 x4 lumber with orange plastic mesh screening. This must be constructed prior to tree removal, excavation or construction and remain intact throughout the entire period of construction. Further standards for fencing construction can be found at:

<http://vancouver.ca/your-government/protection-of-trees-bylaw.aspx>

#### **Regulation of Soil Moisture and Drainage**

The excavation and construction activities adjacent to the RPZs can influence the moisture availability to the subject trees. This is due to a reduction in the total rooting mass, changes in drainage conditions and changes in exposure including reflected heat from adjacent hard surfaces. To mitigate these concerns the following guidelines should be followed:

- Soil moisture conditions within the tree protection zones should be monitored during hot and dry weather. When soil moisture conditions are dry, supplemental irrigation should be provided. Irrigation should wet the soil to the depth of the root system (approximately 30 cm deep).
- Any planned changes to the surface grades within the RPZ, including the placement of mulch, should be designed so that the water will flow away from the tree trunks.
- Excavation adjacent to trees can alter the soils hydrological processes by draining the water faster than it had naturally. It is recommended that when excavating within 6 m of any tree, the site be irrigated more frequently to account for this.

### **Tree Pruning**

All heavy machinery (excavators, cranes, dump trucks, etc.) working within five meters of tree crowns should be made aware of their proximity to the tree. If there is to be a sustained period of machinery working within five meters of the tree crowns, a line with colored flags should be suspended at the height of the crowns along the length of the protected tree area. If there are concerns regarding the clearance required for machinery and workers within the tree protection zone, or just outside of it, the project arborist should be consulted so that a pruning prescription can be developed or a zone surrounding the crowns can be established. Any wounds incurred to the subject trees during construction should be reported to the project arborist immediately.

### **Fertilization**

Fertilization and root zone enchantments, to the Lawson cypress grove should be undertaken before construction, to ensure the trees can tolerate the stresses of construction. The methods and timing will be decided by the Project arborist.

### **Paving Within and Adjacent to Tree Protection Zones**

If the development plans propose the construction of paved areas and/or retaining walls close to the proposed tree protection zones measures should be taken to minimize impacts. Construction of these features would raise concerns regarding proper aeration, drainage, irrigation and opportunities for adequate root growth. The following design and construction guidelines are recommended be followed to minimize the long-term impacts to trees if any paving or retaining walls are necessary:

- Any excavation activities near the TPZ (tree protection zone) should be monitored by a Certified Arborist. Excavation should remove and disturb as little of the rooting zone as possible and all roots greater than 2 cm in diameter should be hand pruned.
- The natural grade of the rooting zone should be maintained. Any retaining walls should be designed at heights that will maintain the existing grade to within 20 cm of its current level. If the grade is altered, it should be raised not reduced in height.
- The long-term health of the tree is directly dependent on the volume of available, below ground growing space. If the RPZ must be compromised, the planned distance of structures from the trunks of the subject trees should not be closer than 50% of the RPZ on more than two sides of the tree.
- Compaction of sub grade materials can cause the trees to develop shallow rooting systems. This can contribute to long-term damage to pavement surfaces as the roots grow. Minimizing the compaction of sub grade materials using structural soils and increasing the strength of the pavement reduces the reliance on sub grade for strength.

- If it is not possible to minimize the compaction of sub grade materials, subsurface barriers should be considered to help direct roots downward into the soil and prevent them from growing directly under the paved surfaces.

### **Plantings Within the TPZs**

If there are plans to landscape the ground within the TPZ, measures should be taken to minimize impacts. It is not recommended that the existing grass layer be stripped, as this will damage the surface roots. The grass layer should be covered with mulch at the start of the project, which will gradually kill the grass while moderating soil moisture and temperatures. Topsoil should be mixed with the mulch prior to planting of shrubs; however the depth of this new topsoil layer should not exceed 20 cm. Planting should take place within the newly placed topsoil mixture and should not disturb the original rooting zone of the trees. Two meters around the base of each tree should be left unplanted and covered in mulch.

### **Monitoring During Construction**

Ongoing monitoring should be provided for the duration of the project. Site visits should be more frequent during activities that are higher risk, including the first stages of construction when excavation occurs adjacent to the trees. Site visits will ensure contractors are respecting the recommended tree protection measures and will allow the arborist to identify any new concerns that may arise.

During each site visit the following measures will be assessed and reported on:

- The integrity of the Tree Protection Zone and fencing;
- Changes to TPZ limits including: overall maintenance, parking on roots, and storing or dumping of materials within TPZ. If failure to maintain and respect TPZ is observed, suggestions will be made to ensure tree protection measures are upheld;
- Review and confirmation of recommended tree maintenance including root pruning, irrigation, mulching and branch pruning;
- Health and condition of each tree;
- Damage to trees that may have resulted from construction activities will be noted, as will the health of branches, trunks and roots of protected trees. Recommendations for remediation will follow;
- Changes to soil moisture levels and drainage patterns; and
- Factors that may be detrimentally impact the trees.

All findings and recommendations will be documented in a summary report. All concerns will be highlighted along with recommended mitigation measures.



## 6.0 Limitations

1. Except as expressly set out in this report and in these Assumptions and Limiting Conditions, Diamond Head Consulting Ltd. ("**Diamond Head**") makes no guarantee, representation or warranty (express or implied) with regard to: this report; the findings, conclusions and recommendations contained herein; or the work referred to herein.
2. This report has been prepared, and the work undertaken in connection herewith has been conducted, by Diamond Head for the "**Client**" as stated in the report above. It is intended for the sole and exclusive use by the Client for the purpose(s) set out in this report. Any use of, reliance on or decisions made based on this report by any person other than the Client, or by the Client for any purpose other than the purpose(s) set out in this report, is the sole responsibility of, and at the sole risk of, such other person or the Client, as the case may be. Diamond Head accepts no liability or responsibility whatsoever for any losses, expenses, damages, fines, penalties or other harm (including without limitation financial or consequential effects on transactions or property values, and economic loss) that may be suffered or incurred by any person as a result of the use of or reliance on this report or the work referred to herein. The copying, distribution or publication of this report (except for the internal use of the Client) without the express written permission of Diamond Head (which consent may be withheld in Diamond Head's sole discretion) is prohibited. Diamond Head retains ownership of this report and all documents related thereto both generally and as instruments of professional service.
3. The findings, conclusions and recommendations made in this report reflect Diamond Head's best professional judgment in light of the information available at the time of preparation. This report has been prepared in a manner consistent with the level of care and skill normally exercised by arborists currently practicing under similar conditions in a similar geographic area and for specific application to the trees subject to this report as at the date of this report. Except as expressly stated in this report, the findings, conclusions and recommendations set out in this report are valid for the day on which the assessment leading to such findings, conclusions and recommendations was conducted. If generally accepted assessment techniques or prevailing professional standards and best practices change at a future date, modifications to the findings, conclusions, and recommendations in this report may be necessary. Diamond Head expressly excludes any duty to provide any such modification if generally accepted assessment techniques and prevailing professional standards and best practices change.
4. Conditions affecting the trees subject to this report (the "**Conditions**", including without limitation structural defects, scars, decay, fungal fruiting bodies, evidence of insect attack, discoloured foliage, condition of root structures, the degree and direction of lean, the general condition of the tree(s) and the surrounding site, and the proximity of property and people) other than those expressly addressed in this report may exist. Unless otherwise stated: information contained in this report

covers only those Conditions and trees at the time of inspection; and the inspection is limited to visual examination of such Conditions and trees without dissection, excavation, probing or coring. While every effort has been made to ensure that the trees recommended for retention are both healthy and safe, no guarantees, representations or warranties are made (express or implied) that those trees will remain standing or will not fail. The Client acknowledges that it is both professionally and practically impossible to predict with absolute certainty the behaviour of any single tree, or groups of trees, in all given circumstances. Inevitably, a standing tree will always pose some risk. Most trees have the potential for failure and this risk can only be eliminated if the risk is removed. If Conditions change or if additional information becomes available at a future date, modifications to the findings, conclusions, and recommendations in this report may be necessary. Diamond Head expressly excludes any duty to provide any such modification of Conditions change or additional information becomes available.

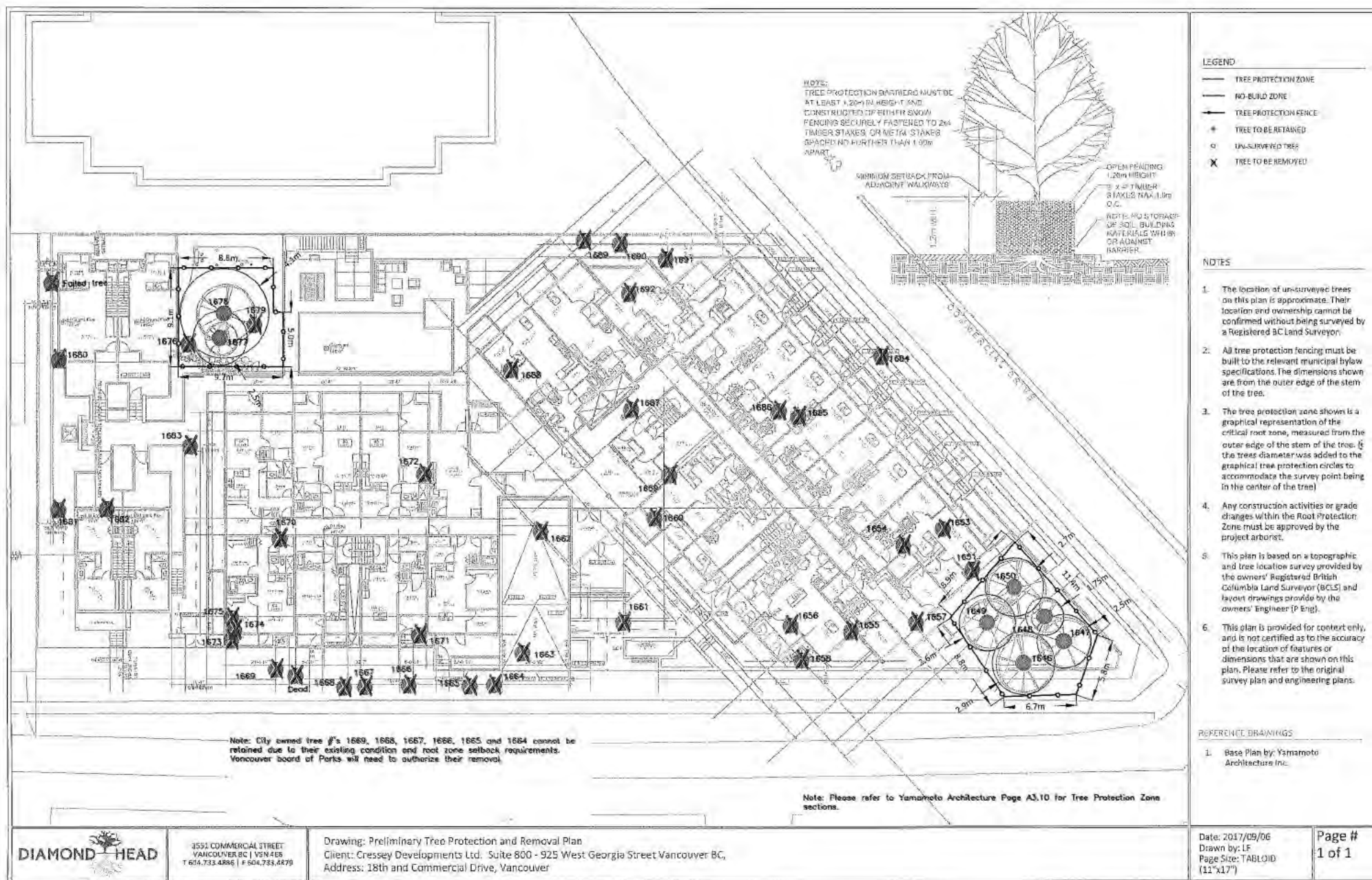
5. Nothing in this report is intended to constitute or provide a legal opinion, and Diamond Head expressly disclaims any responsibility for matters legal in nature (including, without limitation, matters relating to title and ownership of real or personal property and matters relating to cultural and heritage values). Diamond Head makes no guarantee, representation or warranty (express or implied) as to the requirements of or compliance with applicable laws, rules, regulations, or policies established by federal, provincial, local government or First Nations bodies (collectively, "**Government Bodies**") or as to the availability of licenses, permits or authorizations of any Government Body. Revisions to any regulatory standards (including by-laws, policies, guidelines and any similar directions of a Government Bodies in effect from time to time) referred to in this report may be expected over time. As a result, modifications to the findings, conclusions and recommendations in this report may be necessary. Diamond Head expressly excludes any duty to provide any such modification if any such regulatory standard is revised.
6. Diamond Head shall not be required to give testimony or to attend court by reason of this report unless subsequent contractual arrangements are made, including payment of an additional fee for such services as described in the fee schedule and contract of engagement.
7. In preparing this report, Diamond Head has relied in good faith on information provided by certain persons, Government Bodies, government registries and agents and representatives of each of the foregoing, and Diamond Head assumes that such information is true, correct and accurate in all material respects. Diamond Head accepts no responsibility for any deficiency, misinterpretations or fraudulent acts of or information provided by such persons, bodies, registries, agents and representatives.
8. Sketches, diagrams, graphs, and photographs in this report, being intended as visual aids, are not necessarily to scale and should not be construed as engineering or architectural reports or surveys.
9. Loss or alteration of any part of this report invalidates the entire report.

## 7.0 Appendix 1 – Overall risk rating and action thresholds

**The Overall Risk Rating and Action Thresholds**

<b>Risk Rating</b>	<b>Risk Category</b>	<b>Interpretation and Implications</b>
3	Low 1	Insignificant - no concern at all.
4	Low 2	Insignificant - very minor issues.
5	Low 3	Insignificant - minor issues not of concern for many years yet.
6	Moderate 1	Some issues but nothing that is likely to cause any problems for another 10 years or more.
7	Moderate 2	Well defined issues - retain and monitor. Not expected to be a problem for at least another 5 - 10 years.
8	Moderate 3	Well defined issues - retain and monitor. Not expected to be a problem for at least another 1 - 5 years.
9	High 1	The assessed issues have now become very clear. The tree can still reasonably be retained as it is not likely to fall apart right away, but it must now be monitored annually. At this stage it may be reasonable for the risk manager/owner to hold public education sessions to inform people of the issues and prepare them for the reality that part or the entire tree has to be removed.
10	High 2	The assessed issues have now become very clear. The probability of failure is now getting serious, or the target rating and/or site context have changed such that mitigation measures should now be on a schedule with a clearly defined timeline for action. There may still be time to inform the public of the work being planned, but there is not enough time to protracted discussion about whether or not there are alternative options available.
11	High 3	The tree, or a part of it has reached a stage where it could fail at any time. Action to mitigate the risk is required within weeks rather than months. By this stage there is not time to hold public meetings to discuss the issue. Risk reduction is a clearly defined issue and although the owner may wish to inform the public of the planned work, he/she should get on with it to avoid clearly foreseeable liabilities.
12	Extreme	This tree, or a part of it, is in the process of failing. Immediate action is required. All other, less significant tree work should be suspended, and roads or work areas should be closed off, until the risk issues have been mitigated. This might be as simple as removing the critical part, drastically reducing overall tree height, or taking the tree down and cordoning off the area until final clean up, or complete removal can be accomplished. The immediate action required is to ensure that the clearly identified risk of harm is eliminated. For areas hit by severe storms, where many extreme risk trees can occur, drastic pruning and/or partial tree removals, followed by barriers to contain traffic, would be an acceptable first stage of risk reduction. There is no time to inform people or worry about public concerns. Clearly defined safety issues preclude further discussion.

The Table shown above outlines the interpretation and implications of the risk ratings and associated risk categories. This table is provided to inform the reader about these risk categories so that they can better understand any risk abatement recommendations made in the risk assessment report.









Diamond Head Consulting Ltd **DP 7 0 0 1 8 1**

Attn.: City of Vancouver Planning and Development Services

cc: Jason Turcotte - Cressey Developments Ltd.  
Site: 1695, 1707, 1733 and 1775 18<sup>th</sup> Avenue East and Commercial Drive, Vancouver  
Re: **LETTER OF UNDERTAKING FOR ARBORIST SERVICES DURING CONSTRUCTION**

Dear Sir or Madam,

Pursuant to municipal requirements, the owner is required to have a project arborist undertake monitoring and directing of certain specific treatments and construction activities that are pending at the above referenced site. Our on-site work will include directing the work in or near the tree protection areas according to the acceptable methods. Some specific project milestones when the owner will require our attendance are:

1. Any work (excavation, demolition, walkway removal/installation, utility installation, re-facing facades and fence removal/installation) within 1 m of any Tree Protection Zones of tree #'s 1646, 1647, 1648, 1649, 1650, 1677, 1678 (as noted on the approved development plans).
2. Inspection of Tree Protection Fencing of tree #'s 1646, 1647, 1648, 1649, 1650, 1677, 1678.
3. Any landscaping or hardscaping within 1.5 m of any Tree Protection Zones of tree #'s 1646, 1647, 1648, 1649, 1650, 1677, 1678.
4. Any pruning of for clearance or aesthetics must be done under project arborist direction.

Once counter-signed by the owner, this letter serves as confirmation that Diamond Head Consulting Ltd has been retained on a fee for services basis to complete the above noted scope of work. The owner further agrees to undertake treatments recommended by the project arborist and to take responsibility for calling to schedule the attendance of the project arborist at least three days in advance. If damage is caused to the trees it may constitute an offence under City bylaws and the owner acknowledges that they take full responsibility for any fines or penalties that may be levied to them by the municipality, and indemnifies Diamond Head Consulting Ltd from any such liability.

The owner is aware the arborist must be on site to supervise as specified in the arborist report or as agreed upon with city staff.

Failure to comply with this signed contract can result in possible penalty fees, stop inspections/stop work orders and project delays, at the discretion of the City of Vancouver.

Cressey (18 <sup>th</sup> Avenue) Developments Ltd	Cressey (18 <sup>th</sup> Avenue) Developments Ltd	Max Rathburn
Printed name of owner	Printed Name of Contractor	Printed name of arborist
Signature of owner	Signature of Contractor	Signature of arborist
604 895 - 0427	604 895 - 0427	604-733-4886
Phone number	Phone number	Phone number
August 29/2017	August 29/2017	01/18/17
Date	Date	Date

3551 Commercial Street, Vancouver B.C. V5N 4E8 T 604.733.4886 F 604.733.4879

DP 7 0 0 1 8 1

September 8<sup>th</sup>, 2017

## Sequence of Construction Letter



**RE: (Meyers Residence) 3365 Commercial Drive, Vancouver, BC**

The existing house located at 3365 Commercial Drive – Meyers Residence (the "Residence"), and within the proposed redevelopment site is a valuable historical resource. The conservation work for the project involves the relocation of the historic house within the site; preservation and/or restoration of existing exterior character-defining elements as per the Heritage Conservation Plan by Donald Luxton & Associates; and the construction of a new residential complex within the property site. The relocation of the house requires protecting the house in its temporary location during construction of a new foundation in its final location. Below describes the preliminary proposed construction sequence to achieve this.

### **Proposed Construction Sequence:**

1. Documentation of the Residence by Yamamoto Architecture, per the Heritage Conservation Plan by Donald Luxton & Associates.

#### **2. Site Preparation:**

- Demolition of existing single family homes of non-heritage value (1696 East 18th and 1707 East 18th) to clear the site and provide a future location for the Residence;
- Slope excavation and preliminary grade excavation of proposed permanent Residence location;
- Creation of temporary access route on site for relocating Residence;
- Deconstruct the one-story rear addition to Residence without causing damage to the remaining wood-frame walls;
- Temporarily brace Residence for move without impacting exterior, character-defining elements;
- Original chimney to be dismantled, salvage original bricks and reinstate above roofline before Residence is relocated in new location;
- Install temporary protection (tarp, plywood) over all openings at the rear to prevent water ingress or bird infestation during the relocation and construction phase.

3. Residence lifting & temporary relocation on-site by qualified contractor experienced in house relocation. Residence to be temporarily raised above future location to provide space beneath for construction. Nickel Bros has been contracted for this portion and any further moving, stabilizing or lowering required.

4. Establish and maintain measures to protect Residence in this temporary location.

5. Demolition of existing Residence foundation.

6. Conservation work in accordance with the Heritage Conservation plan by Donald Luxton & Associates, and Architectural Drawings prepared by Yamamoto Architecture and detailed below.

A. Foundation:

- Excavation shoring and pouring of proposed parkade, suspended slab and permanent footings and foundations beneath lifted Residence;
- Residence to be lowered by qualified moving contractor onto permanent foundations and parkade walls beneath.

B. Wood-frame Construction

- Dimensional lumber & uninsulated exterior walls, structural/seismic upgrades from inside out without impacting exterior character-defining elements;
- Design structural and/or seismic upgrades from the inside without impacting exterior character-defining elements;
- Utilize Alternate Compliance Methods outlined in the VBBL for fire and spatial separations including installation of sprinklers where required.

C. Exterior Wood Siding

- Preserve original cedar shingles, remove all asphalt shingle to examine everything below the surface, this can determine the original location of window openings that may have been altered;
- Existing cedar shingles should be restored in-situ if possible, where there is missing shingles; appropriate replica finishes to match should be installed.

D. Exterior Trim and Millwork

- Fascia boards and bargeboards of closed soffits, once the later trim is removed, the condition of original trim, soffits, rafter tails and other elements can be examined;
- Asphalt shingles should be carefully removed to NOT damage the original fabric;
- Preserve the original trim, millwork and other surviving wood elements visible or discovered during conservation;
- Missing elements should be properly replicated;
- Prepare surfaces for painting according to the color schedule.

E. Porch and Stair

- Further site investigation and removal of later cladding to find the original appearance of the front porch and balustrade design, and supporting columns, original cladding, etc.
- Balustrade historically 24-27 inches high, the original configuration should be reinstated. Alternate compliance measures should be sought to retain the original lower balustrade height if needed;
- Decking original tongue-and-grove porch decking (laid perpendicular to elevation), tongue-and-grove soffit (parallel to elevation);
- Design new wooden stair matching historic character of Residence.

F. Windows

- Existing windows to be removed;
- Preserve windows to use as template for new replicas;

- New wood windows and surrounding trims to match original, except as specified on architectural drawings;
- Window shop drawings to be reviewed by Heritage Consultant;
- Window restoration to be done by a contractor with sufficient experience.

#### G. Doors

- Retain front door in original location;
- Remove and replace the existing front door with new door sympathetic to the historic character of the house;
- New side door to match front door;
- Door exterior to be stained as per color schedule.

#### H. Roof and Gutters

- Preserve the roof structure and roofline of the 1911 house;
- Design and install adequate rainwater disposal system, and ensure proper drainage from the site;
- Traditional colonial gutter profile is recommended;

#### I. Chimney

- Provided proper structural support for reinstated chimney;
- Provide new metal flashing and metal cap.

#### J. Paint (Exterior)

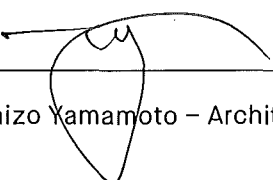
- Restore the original finish, hue and placement of applied color;
- All exposed wood elements to be painted with a primer;
- Any substitution or matching of custom colors should be reviewed and approved by Heritage Consultant; test sample will be applied prior to commencement of painting.

7. Site Work. Completion of landscaping, offsite civil work and service connections per approved civil drawings.

8. Occupancy. It is understood that the heritage restoration work must be complete, and a Letter of Substantial Completion by Heritage Consultant be submitted prior to occupancy.

It is noted as a requirement of the Development Permit that the heritage building be retained on-site at all times during construction. As Coordinating Professional and Architect of Record, Yamamoto Architecture will monitor site progress periodically under our obligations to conduct field reviews.

Compliance with all legal agreements with respect to the heritage building will also be monitored during these periodic field reviews. Any deviations or noncompliance with the Development Permit requirements will be relayed to the City of Vancouver.



Taizo Yamamoto – Architect AIBC

## Balantzyan, Berg

---

**From:** Boldt, James  
**Sent:** Thursday, January 18, 2018 4:04 PM  
**To:** Stanford, Carl; Balantzyan, Berg  
**Cc:** D'Agostini, Marco  
**Subject:** FW: CRESSEY 18TH AVENUE HOLDINGS LTD. - Heritage Restoration Covenant - Rezoning (3365 Commercial Drive)  
**Attachments:** MT Staff reporting registration of Heritage Restoration Covenant.pdf; CRESSEY - Executed Heritage Restoration Covenant (00572768xD3527).pdf; CRESSEY 18TH AVENUE - REGISTERED CA5584935 to CA5584938 - Heritage Restoration Covenant (00583374xD3527).pdf; CRESSEY 18TH AVENUE - REGISTERED CA5570405 - LTO Notation - Designation (00579949xD3527).pdf; CRESSEY 18TH AVENUE - SIGNED - Heritage Branch Notation - Designation (00570431xD3527).pdf; CRESSEY 18TH AVENUE - Post-Registration Title Search - Heritage Restoration Covenant (00583375xD3527).pdf

Hi Carl – the agreement and designation were completed long ago (that would be for the CD-1). I don't think I had any specific conditions for the DP? I think the development planner handled all the related issue with respect to the siting of the building etc. In other words – I can't see why there would be any outstanding heritage conditions (did we ask for and get retention drawings?) – sorry I can't seem to find the DP in POSSEE and I don't have a prior-to letter...

---

**From:** Siddon, Roxanne  
**Sent:** Friday, November 04, 2016 9:12 AM  
**To:** Boldt, James  
**Cc:** Linehan, Marie; McNeill, Yardley; Granger, Heidi  
**Subject:** CRESSEY 18TH AVENUE HOLDINGS LTD. - Heritage Restoration Covenant - Rezoning (3365 Commercial Drive)

Hi, James:

The above-referenced agreement is now fully registered. Attached, for your records, are copies of the following:

- our reporting memo;
- executed Heritage Restoration Covenant;
- Heritage Restoration Covenant with registration particulars noted thereon;
- Notice to Land Title Office regarding designation;
- Notice to Heritage Branch regarding designation; and
- updated title search.

If you have any questions, please contact Heidi Granger at extension 82001.

Thank you.

Roxanne

Roxanne Siddon  
Legal Assistant to Heidi Granger,  
Damian Koo and Natalie Coric

Law Department  
City of Vancouver  
453 W. 12th Avenue  
Vancouver, BC V5Y 1V4  
Tel: 604 606 2754  
Email: [roxanne.siddon@vancouver.ca](mailto:roxanne.siddon@vancouver.ca)



MEMORANDUM

By Email

File No.: LS-16-02324-004

November 3, 2016

To: James Boldt, Heritage Planner - Heritage Group

cc: Marie Linehan, Development Planner - Urban Development  
Yardley McNeill, Senior Planner - Vancouver-Midtown

From: Heidi Granger, Solicitor, Law Department

Subject: Cressey 18<sup>th</sup> Avenue Holdings Ltd. - Heritage Restoration Covenant  
Myers House - 3365 Commercial Drive, Vancouver, BC (the "Agreement")

We wish to advise of the following registrations in the Land Title Office:


1. the Agreement was registered on October 19, 2016 under registration Nos. CA5584935 to CA5584938; and

*Please note that the registered agreement contains permit holds and or pre-permit deliverables which must be entered into the appropriate tracking system (i.e. PRISM). You are responsible for familiarizing yourself with the agreement and ensuring that the required permit holds are entered. Please note the following:*

- **Article 2 - Rehabilitation & Conservation of Heritage Building - Occupancy Permit hold**
2. the notation letter to the Registrar of Titles with regard to the Heritage Designation was registered on October 13, 2016 under registration No. CA5570405.

Attached, for your records, are copies of the Agreement and the notation letter to the Registrar of Titles with registration particulars stamped thereon. We also attach copies of:

1. notation letter sent to the Heritage Branch in Victoria regarding the Heritage Designation; and
2. an updated title search on the property.

  
Heidi Granger

HG:rfs  
Attachments  
{00583793v1}

City of Vancouver, Law Department  
453 West 12<sup>th</sup> Avenue  
Vancouver, BC V5Y 1V4  
Canada  
Telephone: (604) 873-7512  
Fax: (604) 873-7445



# ARTICLE 1 DEFINITIONS

1.1 **Definitions.** In this agreement, unless explicitly used differently elsewhere herein, the terms defined in this section have the meanings given to them here:

- (a) **"City"** means the municipality of the City of Vancouver continued under the *Vancouver Charter* and **"City of Vancouver"** means its geographic location and area;
- (b) **"Conservation Plan"** means a written plan and guidelines, and any amendments and/or modifications thereto, prepared by and/or under the supervision of a Heritage Consultant and explicitly accepted by the City for the rehabilitation of the Heritage Building as provided for hereunder;
- (c) **"Development"** means the proposed development project described above in the introductory paragraphs hereto to relocate the Heritage Building from Commercial Drive to face East 18th Avenue, restore and rehabilitate the Heritage Building, convert the Heritage Building from a One-Family Dwelling to a Multiple Conversion Dwelling containing two (2) Dwelling Units, and construct a 3½ to 6-storey residential building containing 110 secured market rental units and a new Infill Two-Family Dwelling on the Lands, as contemplated in the Rezoning;
- (d) **"Development Permit"** means a development permit issued by the City authorizing development on the Lands or any portion of the Lands as contemplated by the Rezoning at any time following the date this Agreement is fully executed by the parties;
- (e) **"Director of Planning"** means the chief administrator from time to time of the City's Planning Department and his or her successors in function and their respective nominees;
- (f) **"Dwelling Unit"** has the meaning given under the *Zoning & Development By-law*;
- (g) **"Heritage Building"** has the meaning given above in the introductory paragraphs hereto;
- (h) **"Heritage Consultant"** means an independent, heritage building rehabilitation and conservation expert, knowledgeable and experienced in and duly qualified for planning and supervising rehabilitation and conservation work for heritage buildings;
- (i) **"Heritage Designation"** means the City's designation of the exterior of the Heritage Building as protected heritage property pursuant to section 593 of the *Vancouver Charter*;
- (j) **"Infill Two-Family Dwelling"** has the meaning given under the *Zoning & Development By-law*;

{00556427v5}

CW10283401.2

Heritage Restoration Covenant - Myers House  
3365 Commercial Drive

- (k) **"Lands"** means the parcel or parcels of land situate in the City of Vancouver, Province of British Columbia, described in Item 2 of the General Instrument Part 1 and includes any parcel into which such land is consolidated or further subdivided;
- (l) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c.250;
- (m) **"Multiple Conversion Dwelling"** has the meaning given under the *Zoning & Development By-law*;
- (n) **"New Buildings"** means the 3½ to 6-storey residential building containing 110 secured market rental units and the new Infill Two-Family Dwelling being constructed on the Lands as contemplated by the Rezoning and **"New Building"** means either of the New Buildings;
- (o) **"Owner"** means the registered owner or owners of the Lands and the successors and assigns thereof and, without limitation, if the Lands are subdivided by way of a strata plan under the *Strata Property Act* of British Columbia, then **"Owner"** includes the strata corporation thereby created;
- (p) **"rehabilitate"** and **"rehabilitation"** mean the planning and carrying out of restoration, rehabilitation, construction and conservation work to restore, upgrade, improve and conserve the structure, support and heritage characteristics and features of a heritage building or real property heritage feature so as to revitalize it and extend its life and use as such;
- (q) **"Rehabilitation Work"** has the meaning given below herein;
- (r) **"Rezoning"** has the meaning given above in the introductory paragraphs hereto;
- (s) **"Vancouver Charter"** means the *Vancouver Charter*, S.B.C. 1953, c.55, as amended from time to time, and any and all replacements thereof or any statute enacted in substitution thereof and all regulations applicable thereto and any amendments, replacements and substitutions thereof; and
- (t) **"Zoning & Development By-law"** means the City's *Zoning and Development By-law No. 3575* and any amendments thereto and replacements thereof.

**ARTICLE 2**  
**SECTION 219 COVENANT**  
**REHABILITATION & CONSERVATION OF HERITAGE BUILDING**

2.1 Pursuant to Section 219 of the *Land Title Act*, the Owner covenants and agrees, as a covenant and agreement running with, charging and binding the Lands, that:

- (a) the Owner, at the Owner's expense, and to the satisfaction of the Director of Planning:
  - (i) within thirty (30) months after the date upon which the City issues a building permit for either of the New Buildings or the Heritage Building, or another agreed upon later date, to the satisfaction of the Directors

{00556427v5}

CW10283401.2

Heritage Restoration Covenant - Myers House  
 3365 Commercial Drive

- of Planning and Legal Services, shall rehabilitate or cause the rehabilitation of the Heritage Building in accordance with this agreement, the Development Permit and the Conservation Plan (the "Rehabilitation Work");
- (ii) shall ensure that a Heritage Consultant supervises the Rehabilitation Work;
  - (iii) shall ensure that, at all times during the carrying out of the Rehabilitation Work, the Heritage Building is secure from vandalism and occupation by squatters; and
  - (iv) on completion of the Rehabilitation Work as required by this agreement, shall cause a Heritage Consultant to submit to the Director of Planning, a signed statement stating explicitly that the Rehabilitation Work has been completed in accordance with the Conservation Plan and apply for an occupancy permit;
- (b) subject to tenancy agreements existing as of the date of signature of this agreement by all parties, nobody will in any way use or occupy the Heritage Building or the Infill Two-Family Dwelling, or any part thereof, and nobody will apply for or take any other action to compel the City, and, notwithstanding that either the Heritage Building or the Infill Two-Family Dwelling may be ready for occupancy, the City will be under no obligation to issue any occupancy permit for the Heritage Building or the Infill Two-Family Dwelling, or any part thereof, at any time after this agreement is registered on title to the Lands, until:
- (i) the Rehabilitation Work has been completed in accordance herewith;
  - (ii) the Owner, as required above herein, has submitted or caused to be submitted to the Director of Planning a signed written statement prepared by a Heritage Consultant stating explicitly that the Rehabilitation Work has been completed in accordance with the Conservation Plan; and
  - (iii) the City has given the Owner a written notice or confirmation by which the City explicitly accepts or confirms its acceptance that the Rehabilitation Work has been completed in accordance herewith;
- (c) the City may revoke at any time any occupancy permit(s) issued for the Heritage Building or the Infill Two-Family Dwelling prior to completion of the Rehabilitation Work, unless such occupancy permit(s) was obtained in accordance with this agreement, and in such circumstances the Owner, on reasonable notice from the City, will ensure that anyone occupying any part of the Heritage Building or the Infill Two-Family Dwelling vacates it immediately on such revocation of occupancy permit(s), and if anyone continues to occupy any portion of any part of the Heritage Building or the Infill Two-Family Dwelling in contravention of such revocation, this agreement and any applicable City by-laws, the City, at the Owner's expense, may pursue all remedies available to it, including, without limitation, injunctive relief, to

{00556427v5}

CW10283401.2

Heritage Restoration Covenant - Myers House  
3365 Commercial Drive

ensure that the Heritage Building or the Infill Two-Family Dwelling, as the case may be, is vacated and unoccupied in accordance with this agreement;

- (d) after completion of the Rehabilitation Work in accordance herewith, the Owner, at the Owner's expense, will do all things reasonably necessary to conserve the Heritage Building as rehabilitated and, in any event, keep it in good condition in all respects at all times;
- (e) at all times after and while this agreement is registered on title to the Lands, shall keep the Heritage Building insured to full replacement value against all perils, including, without limitation, damage or destruction by earthquake, except that if at any time the cost of such insurance becomes prohibitive, the Owner may deliver to the City, with supporting evidence, a written request to be relieved, for purposes of this agreement, of the obligation under this provision to carry all such insurance as is required hereunder and, if the City in its discretion gives its explicit prior written consent therefor, the Owner may obtain such other similar insurance coverage for the Heritage Building as will insure it to the greatest extent possible at non-prohibitive cost;
- (f) except for maintenance and repair work, the Owner will not and will not suffer or permit anyone else to do anything at any time to renovate, alter, modify or reconfigure or that will result in any alteration, modification or reconfiguration of the Heritage Building in any way, except as may be permitted or required by this agreement, the Conservation Plan and/or any development and/or heritage alteration permits issued by the City;
- (g) the Owner shall not at any time and shall use commercially reasonable efforts not to suffer or permit anyone else to at any time do anything that will obscure, deface or remove in any way any heritage related commemorative plaque the City, at its expense, may attach to the Heritage Building or the Lands pursuant to the statutory right of way granted to it herein;
- (h) if at any time, in default under this agreement, the Owner, in the City's opinion, fails to perform its obligations as required hereby to rehabilitate and conserve the Heritage Building and fails to rectify any such default within sixty (60) days, or within such other longer time as the City may explicitly permit, after notice from the City to so rectify such default, the City, on the Owner's behalf and at the Owner's expense, may, but will be under not be obligated to, rectify the Owner's default;
- (i) if at any time for any reason the Heritage Building is damaged in any way or destroyed, the Owner, at the Owner's expense, and to the City's satisfaction, shall repair it or replace it with a replica building, except that if the Owner *bona fide* believes that to do so would be uneconomical, in which case, and if for that reason the Owner wishes to demolish it as damaged or wishes not to replicate it, as the case may be, the Owner, at the Owner's expense, and in consultation with and to the satisfaction of the City, will prepare an economic analysis therefor, but taking into consideration only land related economic factors, such as, for example, but without limitation, the estimated cost to repair or replicate the Heritage Building, as the case may be, the anticipated market value of the repaired or replicated building, the incentives given by the



City for this agreement and the Heritage Designation, the estimated value of the Lands under the zoning otherwise applicable thereto, after which the City and the Owner, together, on the basis of that analysis, will determine whether in the circumstances it would be uneconomical to repair or replicate the Heritage Building, failing which the matter in all respects will be determined by arbitration by a single arbitrator in Vancouver, British Columbia, in accordance with the provisions of the *Arbitration Act*, RSBC 1996 c. 55, and if the Owner and the City agree or if in arbitration it is determined that it would be uneconomical for the Owner to be required to repair or replicate the Heritage Building, then, by explicit written notification, the City will consent to the Owner's wish to not repair or replicate the Heritage Building and will discharge this agreement from title to the Lands and the Owner may request of the City's Mayor and Council that the Heritage Designation be cancelled; and

- (j) the Owner acknowledges and agrees that, notwithstanding that this agreement and the Heritage Designation will result in restrictions with respect to the future use and development and therefore may affect the value of the Lands, the Owner has received full and fair compensation therefor and the Owner hereby waives and renounces any and all claims for any further or other compensation by reason of this agreement and/or the Heritage Designation and acknowledges and agrees that the requirements of Section 595(1) of the *Vancouver Charter* SBC 1953 c.55 have been fully satisfied, and the Owner hereby releases the City and its officials, officers, employees and agents from any liability for any loss, injury, damage or expense of any kind the Owner may suffer, incur or experience and the Owner will indemnify the City for any loss, injury, damage or expense the City may incur, suffer or experience and for any complaint, demand, claim, action, suit or judgment for any loss, injury, damage or expense anyone else may suffer, incur or experience arising out of or in any way connected this agreement and/or the Heritage Designation. The release and promise of indemnification contained in this paragraph will survive discharge and termination of this agreement.

### ARTICLE 3 LETTER OF CREDIT

- 3.1 Notwithstanding the occupancy restrictions set out above in respect of the Heritage Building and the Infill Two-Family Dwelling, the City, in its discretion, may issue occupancy permits therefor and, on that basis, any of them may be occupied prior to the time that the Rehabilitation Work is completed in accordance herewith, provided:
  - (a) the Owner duly applies to the City for any and all occupancy permits required therefor and pays all fees required therefor;
  - (b) this agreement has been fully registered in the Land Title Office to the City's satisfaction;
  - (c) the City has issued a building permit and/or heritage alteration permit in respect of the Rehabilitation Work;
  - (d) all legal requirements for occupancy of the Heritage Building and the New Buildings have been fulfilled;

{00556427v5}

CW10283401.2

Heritage Restoration Covenant - Myers House  
3365 Commercial Drive

- (e) the Owner has delivered to the City, in all respects to the City's satisfaction, a letter of credit in the amount equal to one hundred and twenty percent (120%) of the then estimated cost to complete the Rehabilitation Work, with such estimate to be made in writing by the Consultant and explicitly accepted in writing by the City;
  - (f) the Owner, at the time of application for any such occupancy permits, is not, in the City's opinion, in breach of any of its obligations under this agreement or any other agreement between the City and the Owner with respect to the Heritage Building, the New Buildings and/or the Lands; and
  - (g) the City, in its opinion, is satisfied that the Rehabilitation Work is being carried out diligently.
- 3.2 All letters of credit required under this Article will be issued by a Schedule I Canadian chartered bank or other financial institution acceptable to the City's Director of Legal Services and will be unconditional, irrevocable and self-renewing and otherwise in a form and content which is acceptable to the City and will be provided for a period of one (1) year with a provision for an automatic renewal or extension without amendment from year to year.
- 3.3 The City may call upon the letter or letters of credit provided to it pursuant to the preceding paragraphs herein and apply the proceeds therefrom for any purpose and in any manner it may choose in connection with the Rehabilitation Work, if:
- (a) the bank issuing the letter of credit refuses to extend or renew the expiry date of the letter of credit;
  - (b) the Owner becomes insolvent or commits any act of bankruptcy or becomes bankrupt or takes the benefit of any act or legislation that may be enforced for bankrupt or insolvent debtors;
  - (c) the Owner, in the City's opinion, has not been diligently carrying out the Rehabilitation Work; or
  - (d) the City in any way undertakes all or any part of the Rehabilitation Work pursuant to this agreement.
- 3.4 Within sixty (60) days of the Owner's request after completion of the Rehabilitation Work in accordance with this agreement, the City will, as the case may be, return to its issuer any letter of credit provided to the City hereunder or, if the City has called upon the letter of credit, deliver to the Owner any remaining balance therefrom.

#### ARTICLE 4 SECTION 219 COVENANT - NO SEPARATE SALE

- 4.1 Pursuant to Section 219 of the Land Title Act, the Owner covenants and agrees, as a covenant and agreement running with, charging and binding the Lands, that prior to the completion of the Rehabilitation Work in accordance with this agreement, no portion of the Lands will at any time be sold separately from any other portion of the Lands and that all of the Lands will be owned at all times by the same person or persons.

{00556427v5}

CW10283401.2

Heritage Restoration Covenant - Myers House  
3365 Commercial Drive

- 4.2 Within a reasonable time of the Owner's request after the Rehabilitation Work has been completed in accordance with this agreement, the City, at the Owner's expense, will discharge from title to the Lands the Section 219 covenant contained in this Article 4.

#### ARTICLE 5 STATUTORY RIGHT OF WAY

- 5.1 Pursuant to Section 218 of the *Land Title Act*, the Owner hereby grants to the City, effective at all times from and after the date upon which the City issues the Development Permit, a statutory right of way to enter, be and move about on the Lands to:
- (a) install, maintain, repair and replace on the exterior of the Heritage Building or at the perimeter of the Lands, at the City's expense and in consultation with the Owner as to location, one commemorative plaque regarding the Heritage Building; and
  - (b) carry out pursuant to paragraph 2.1(h) hereof any of the Owner's obligations hereunder to rehabilitate and conserve the Heritage Building.
- 5.2 The statutory right of way granted in the preceding paragraph is necessary for the operation and maintenance of the City's undertaking.
- 5.3 Notwithstanding any other provision of this agreement, nothing herein obligates the City to exercise any of the rights granted to it by way of the statutory right of way contained herein to rehabilitate, conserve or replace the Heritage Building.

#### ARTICLE 6 DEBTS OWED TO CITY

- 6.1 If the City, pursuant to this agreement, enters upon the Lands or any of them to perform any of the Owner's obligations hereunder to carry out the Rehabilitation Work or to conserve, repair or replace the Heritage Building:
- (a) there will be no express or implied warranties as to the quality of any work the City may so carry out or the suitability of the materials for the purposes for which they are put; and
  - (b) the Owner will pay to the City, forthwith on demand, to the extent the City has not taken payment for such costs from any letters of credit provided to the City hereunder, as reimbursement for expenses incurred, the full amount of all costs the City incurs to carry out work to rehabilitate, conserve, repair or replace the Heritage Building, plus twenty percent (20%) of such costs as fair compensation for the City's overhead, and any such amounts the Owner does not pay or fails to pay to the City forthwith on demand will bear interest, until paid in full, at the prime lending rate of the Bank of Montreal's Main Branch in the City of Vancouver, plus three percent (3%), calculated monthly and not in advance.

## ARTICLE 7 EQUITABLE CHARGE

- 7.1 The Owner hereby grants to the City an Equitable Charge over the Lands, which charge will run with, charge and bind the Lands, for the payment of all sums (including all interest thereon) which may at any time be payable by the Owner to the City under the terms of this agreement or otherwise at law.
- 7.2 The Equitable Charge the Owner has granted to the City herein may be enforced by the appointment of a receiver for the sale of the Lands.

## ARTICLE 8 SUBDIVISION

- 8.1 **Subdivision.** If the Lands are subdivided at any time hereafter either under the provisions of the *Land Title Act* or under the *Strata Property Act* or under other similar legislation enacted from time to time, then upon the deposit of a plan of subdivision, strata plan, or similar plan as the case may be:
- (a) subject to Section 8.2 herein, the rights and benefits of this agreement herein granted will be annexed to and run with each of the new parcels, lots, or other subdivided parcels and areas so created; and
  - (b) subject to Section 8.3 herein, the burdens, obligations, covenant, statutory right of way and Equitable Charge contained in this agreement will continue to charge each of the new parcels, lots, or other subdivided parcels and areas so created.
- 8.2 **Subdivision by Strata Plan.** If the Lands, or any portion thereof, are subdivided by a strata plan, this agreement will charge title to the strata lots and the common property comprising such strata plan and:
- (a) the Section 219 Covenant and obligations therein and the Statutory Right of Way and Equitable Charge granted herein will be registered against each individual strata lot and noted on the common property sheet;
  - (b) the strata corporation or the strata corporations created will perform and observe the Owner's covenants in this agreement, solely at the expense of the strata lot owners; and
  - (c) the liability of each strata lot owner for the performance and observance of the Owner's covenants herein will be in proportion to the unit entitlement of his, her or its strata lot as established by the strata plan,
- provided that, if the Lands are first subdivided by air space plan and then one or more of these parcels are further subdivided by strata plan, the easements and covenants registered concurrently with the air space plan may designate the air space parcel or the remainder, and therefore the strata corporation, responsible to perform and observe the Owner's covenants in this agreement.
- 8.3 Should the Lands be subdivided pursuant to the *Land Title Act* to create parcels in which only New Buildings are located, then at the Owner's request after the

{00556427v5}

CW10283401.2

Heritage Restoration Covenant - Myers House  
3365 Commercial Drive

Rehabilitation Work has been completed in accordance with this agreement, the City, at the Owner's expense, will discharge from title to the newly created parcel containing only New Buildings, the Section 219 Covenant, the Statutory Right of Way and the Equitable Charge contained in this agreement and will request of the Registrar of the Land Title Office that all legal notations referring to this agreement and the Heritage Designation be removed from title to the parcel containing only the New Building.

- 8.4 The Owner hereby acknowledges and agrees that for the purposes of Section 592(4) of the *Vancouver Charter*, following such a subdivision, the Owner of the parcel that contains only New Buildings may seek to amend this agreement as registered on title to that parcel without the consent or approval of the owner of the parcel which contains the Heritage Building.

## ARTICLE 9 NOTICES

- 9.1 Any notice, delivery, request or communication required or permitted to be given hereunder will be in writing and will be deemed to have been duly given if delivered personally or by courier as follows:

- (a) if to the Owner, to its address as shown on title to the Lands in the Land Title Office records; and
- (b) if to the City:

**City of Vancouver**  
453 West 12<sup>th</sup> Avenue  
Vancouver, British Columbia V5Y 1V4

*Attention: City Clerk and Director of Planning,*

or to such other address in Canada as any party may specify in writing to the other parties, provided that if and when the Owner of the Lands or any part thereof should change, then to the address as set out in the State of Title Certificate for the Lands.

## ARTICLE 10 GENERAL

- 10.1 **Joint and Several Liability.** If the Owner is more than one party, such parties shall be jointly and severally liable to the City for the performance and observance of the Owner's obligations in this agreement.
- 10.2 **Priority of Registration.** The Owner, at his, her or its expense, after execution of this agreement, shall do or cause to be done all things and acts necessary to ensure that this agreement is registered against title to the Lands with priority over all other encumbrances on title to the Lands as the City may require.
- 10.3 **Discharge.** The City, at the Owner's expense, and within a reasonable time of the Owner's request after completion of the Rehabilitation Work in accordance herewith, but provided the Owner, in the City's opinion, does not and will not at any time owe



the City any monies pursuant to this agreement, will discharge this agreement from title to the Non-Heritage Parcel.

- 10.4 **Perfection of Intention.** The parties hereto will do such things and execute such further and other documents and instruments and do such further and other acts as may be reasonably necessary to implement and carry out the provisions and intent of this agreement and to ensure timely and effective registration in the Land Title Office.
- 10.5 **Waiver.** No failure on the part of the City to exercise and no delay in exercising any right under this agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 10.6 **Time of Essence.** Time will be of the essence in respect of this agreement.
- 10.7 **Enurement.** This agreement shall enure to the benefit of and be binding upon the Owner and its successors and trustees, and this agreement shall charge and run with the Lands and with any parcel, lot or part into which the Lands may be subdivided or consolidated and shall enure to the benefit of and be binding upon the Owner's successors in title and trustees and successors and all parties claiming through such owners, except that no owner or successor in title will be liable under this agreement in respect of owner obligations or liabilities arising hereunder after such owner or successor ceases to be an owner.
- 10.8 **City's Other Rights and Obligations.** Nothing contained or implied in this agreement will derogate from the obligations of the Owner under any other agreement with the City or prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* and the rights, powers, duties and obligations of the City under all other laws, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this agreement had not been executed and delivered by the Owner and the City.
- 10.9 **Headings.** The division of this agreement into articles, sections and paragraphs and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this agreement.
- 10.10 **Number.** Words contained herein importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.
- 10.11 **Governing Law.** This agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

- 10.12 **Severability.** All provisions of this agreement are severable in that if any court or other lawful authority having jurisdiction to decide the matter finds for any reason that one or more of them is void or unenforceable, then such void or unenforceable provisions will be severed from this agreement and all other provisions herein will continue to be binding and enforceable.
- 10.13 **City Approvals.** In this agreement, where City "approval", "acceptance", "consent" or similar authorization or agreement is required, unless provided for otherwise in this agreement, such "approval", "acceptance", "consent" or similar City agreement or authority must be provided in writing, by the City departments, employees, officers or designates, as the case may be, that are authorized to provide such "approval", "acceptance", "consent" or similar authorization or agreement. Any purported "approval", "acceptance" "consent" or similar authorization or agreement provided by a City department, employee, officer or designate, as the case may be, that is not authorized to provide the same, shall be of no force or effect.

IN WITNESS WHEREOF the parties have executed this agreement on Form C which is a part hereof.

**END OF DOCUMENT**

LAND TITLE ACT  
FORM C (Section 233) CHARGE

Oct-19-2016 11:45:53.009

CA5584935 CA5584938

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 15 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

Sarah Wyn  
Jones BCK9KK

Digitally signed by Sarah Wyn Jones  
BCK9KK  
DN: c=CA, cn=Sarah Wyn Jones  
BCK9KK, o=Lawyer, ou=Verify ID at  
www.juricert.com/LKUP.cfm?  
id=BCK9KK  
Date: 2016.10.19 11:34:42 -07'00'

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

Sarah Jones, Barrister and Solicitor

Clark Wilson LLP

Suite 900 - 885 West Georgia Street

Vancouver

BC V6C 3H1

Telephone: (604) 687-5700

File No. 13260-0299

CW Doc No. 10282419

LS-16-02324-004 - Heritage Restoration Covenant

Document Fees: \$286.32

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

**NO PID NMBR LOT 1 DISTRICT LOT 753 GROUP 1 NWD PLAN EPP41737**

STC? YES

Related Plan Number: **EPP41737**

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

**SEE SCHEDULE**

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) ☐ Filed Standard Charge Terms D.F. No.(b) ☒ Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

**CRESSEY 18TH AVENUE HOLDINGS LTD., INC. NO. BC0969486**

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

**CITY OF VANCOUVER**

453 WEST 12TH AVENUE

VANCOUVER

V5Y 1V4

BRITISH COLUMBIA

CANADA

Incorporation No

n/a

7. ADDITIONAL OR MODIFIED TERMS:

N/A

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

SARAH W. JONES

Barrister &amp; Solicitor

CLARK WILSON LLP

900 - 885 WEST GEORGIA STREET

VANCOUVER, B.C. V6C 3H1

T.604.687.5700

Execution Date

Y	M	D
16	10	17

Transferor(s) Signature(s)

CRESSEY 18TH AVENUE  
HOLDINGS LTD., by its authorized  
signatory(ies)

Print Name: Scott Cressey

Print Name:

## OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.



LAND TITLE ACT  
FORM E

## SCHEDULE

PAGE 3 OF 15 PAGES

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Covenant

Section 219 Covenant  
Article 2

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Covenant

Section 219 Covenant  
Article 4

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Statutory Right of Way

Article 5

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Equitable Charge

Article 7

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION



**TERMS OF INSTRUMENT - PART 2  
HERITAGE RESTORATION COVENANT  
3365 Commercial Drive**

**WHEREAS:**

- A. It is understood and agreed that this Agreement will be read as follows:
- (a) the Transferor, CRESSEY 18TH AVENUE HOLDINGS LTD., is called the "Owner"; and
  - (b) the Transferee, CITY OF VANCOUVER, is called the "City" when referring to the corporate entity and "City of Vancouver" when referring to geographical location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. There is a building situated on the Lands known as the "Myers House" which is considered to be of heritage value (the "Heritage Building");
- D. The Owner made an application to rezone the Lands from RS-2 (Residential) District to CD-1 (Comprehensive Development) District and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle, subject to, *inter alia*, fulfilment of the condition that, prior to enactment of the rezoning by-law (the "Rezoning"), the Owner will:
- (a) accept the adding of the Heritage Building to the Vancouver Heritage Register in the 'C' evaluation category therein;
  - (b) accept the designation, by by-law, of the exterior of the Heritage Building as protected heritage property under the provisions of Sections 593 and 594 of the *Vancouver Charter* SBC 1953 c.55; and
  - (c) enter into this agreement with the City, to be registered on title to the Lands to, *inter alia*, ensure that as part of the Development:
    - i. the Heritage Building is relocated from Commercial Drive to face East 18th Avenue;
    - ii. the Heritage Building is restored and rehabilitated; and
    - iii. the Heritage Building is converted from a One-Family Dwelling to a Multiple Conversion Dwelling containing two (2) Dwelling Units.

THEREFORE, in consideration of the payment ten dollars (\$10.00) by the City to the Owner, the mutual obligations and benefits given herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

{00556427v5}

CW10283401.2

Heritage Restoration Covenant - Myers House  
3365 Commercial Drive

## ARTICLE 1 DEFINITIONS

- 1.1 **Definitions.** In this agreement, unless explicitly used differently elsewhere herein, the terms defined in this section have the meanings given to them here:
- (a) **"City"** means the municipality of the City of Vancouver continued under the *Vancouver Charter* and **"City of Vancouver"** means its geographic location and area;
  - (b) **"Conservation Plan"** means a written plan and guidelines, and any amendments and/or modifications thereto, prepared by and/or under the supervision of a Heritage Consultant and explicitly accepted by the City for the rehabilitation of the Heritage Building as provided for hereunder;
  - (c) **"Development"** means the proposed development project described above in the introductory paragraphs hereto to relocate the Heritage Building from Commercial Drive to face East 18th Avenue, restore and rehabilitate the Heritage Building, convert the Heritage Building from a One-Family Dwelling to a Multiple Conversion Dwelling containing two (2) Dwelling Units, and construct a 3½ to 6-storey residential building containing 110 secured market rental units and a new Infill Two-Family Dwelling on the Lands, as contemplated in the Rezoning;
  - (d) **"Development Permit"** means a development permit issued by the City authorizing development on the Lands or any portion of the Lands as contemplated by the Rezoning at any time following the date this Agreement is fully executed by the parties;
  - (e) **"Director of Planning"** means the chief administrator from time to time of the City's Planning Department and his or her successors in function and their respective nominees;
  - (f) **"Dwelling Unit"** has the meaning given under the *Zoning & Development By-law*;
  - (g) **"Heritage Building"** has the meaning given above in the introductory paragraphs hereto;
  - (h) **"Heritage Consultant"** means an independent, heritage building rehabilitation and conservation expert, knowledgeable and experienced in and duly qualified for planning and supervising rehabilitation and conservation work for heritage buildings;
  - (i) **"Heritage Designation"** means the City's designation of the exterior of the Heritage Building as protected heritage property pursuant to section 593 of the *Vancouver Charter*;
  - (j) **"Infill Two-Family Dwelling"** has the meaning given under the *Zoning & Development By-law*;

- (k) “**Lands**” means the parcel or parcels of land situate in the City of Vancouver, Province of British Columbia, described in Item 2 of the General Instrument Part 1 and includes any parcel into which such land is consolidated or further subdivided;
- (l) “**Land Title Act**” means the *Land Title Act*, R.S.B.C. 1996, c.250;
- (m) “**Multiple Conversion Dwelling**” has the meaning given under the *Zoning & Development By-law*;
- (n) “**New Buildings**” means the 3½ to 6-storey residential building containing 110 secured market rental units and the new Infill Two-Family Dwelling being constructed on the Lands as contemplated by the Rezoning and “**New Building**” means either of the New Buildings;
- (o) “**Owner**” means the registered owner or owners of the Lands and the successors and assigns thereof and, without limitation, if the Lands are subdivided by way of a strata plan under the *Strata Property Act* of British Columbia, then “**Owner**” includes the strata corporation thereby created;
- (p) “**rehabilitate**” and “**rehabilitation**” mean the planning and carrying out of restoration, rehabilitation, construction and conservation work to restore, upgrade, improve and conserve the structure, support and heritage characteristics and features of a heritage building or real property heritage feature so as to revitalize it and extend its life and use as such;
- (q) “**Rehabilitation Work**” has the meaning given below herein;
- (r) “**Rezoning**” has the meaning given above in the introductory paragraphs hereto;
- (s) “**Vancouver Charter**” means the *Vancouver Charter*, S.B.C. 1953, c.55, as amended from time to time, and any and all replacements thereof or any statute enacted in substitution thereof and all regulations applicable thereto and any amendments, replacements and substitutions thereof; and
- (t) “**Zoning & Development By-law**” means the City’s *Zoning and Development By-law No. 3575* and any amendments thereto and replacements thereof.

**ARTICLE 2**  
**SECTION 219 COVENANT**  
**REHABILITATION & CONSERVATION OF HERITAGE BUILDING**

2.1 Pursuant to Section 219 of the *Land Title Act*, the Owner covenants and agrees, as a covenant and agreement running with, charging and binding the Lands, that:

- (a) the Owner, at the Owner’s expense, and to the satisfaction of the Director of Planning:
  - (i) within thirty (30) months after the date upon which the City issues a building permit for either of the New Buildings or the Heritage Building, or another agreed upon later date, to the satisfaction of the Directors

{00556427v5}

CW10283401.2

Heritage Restoration Covenant - Myers House  
 3365 Commercial Drive

of Planning and Legal Services, shall rehabilitate or cause the rehabilitation of the Heritage Building in accordance with this agreement, the Development Permit and the Conservation Plan (the "Rehabilitation Work");

- (ii) shall ensure that a Heritage Consultant supervises the Rehabilitation Work;
  - (iii) shall ensure that, at all times during the carrying out of the Rehabilitation Work, the Heritage Building is secure from vandalism and occupation by squatters; and
  - (iv) on completion of the Rehabilitation Work as required by this agreement, shall cause a Heritage Consultant to submit to the Director of Planning, a signed statement stating explicitly that the Rehabilitation Work has been completed in accordance with the Conservation Plan and apply for an occupancy permit;
- (b) subject to tenancy agreements existing as of the date of signature of this agreement by all parties, nobody will in any way use or occupy the Heritage Building or the Infill Two-Family Dwelling, or any part thereof, and nobody will apply for or take any other action to compel the City, and, notwithstanding that either the Heritage Building or the Infill Two-Family Dwelling may be ready for occupancy, the City will be under no obligation to issue any occupancy permit for the Heritage Building or the Infill Two-Family Dwelling, or any part thereof, at any time after this agreement is registered on title to the Lands, until:
- (i) the Rehabilitation Work has been completed in accordance herewith;
  - (ii) the Owner, as required above herein, has submitted or caused to be submitted to the Director of Planning a signed written statement prepared by a Heritage Consultant stating explicitly that the Rehabilitation Work has been completed in accordance with the Conservation Plan; and
  - (iii) the City has given the Owner a written notice or confirmation by which the City explicitly accepts or confirms its acceptance that the Rehabilitation Work has been completed in accordance herewith;
- (c) the City may revoke at any time any occupancy permit(s) issued for the Heritage Building or the Infill Two-Family Dwelling prior to completion of the Rehabilitation Work, unless such occupancy permit(s) was obtained in accordance with this agreement, and in such circumstances the Owner, on reasonable notice from the City, will ensure that anyone occupying any part of the Heritage Building or the Infill Two-Family Dwelling vacates it immediately on such revocation of occupancy permit(s), and if anyone continues to occupy any portion of any part of the Heritage Building or the Infill Two-Family Dwelling in contravention of such revocation, this agreement and any applicable City by-laws, the City, at the Owner's expense, may pursue all remedies available to it, including, without limitation, injunctive relief, to

ensure that the Heritage Building or the Infill Two-Family Dwelling, as the case may be, is vacated and unoccupied in accordance with this agreement;

- (d) after completion of the Rehabilitation Work in accordance herewith, the Owner, at the Owner's expense, will do all things reasonably necessary to conserve the Heritage Building as rehabilitated and, in any event, keep it in good condition in all respects at all times;
- (e) at all times after and while this agreement is registered on title to the Lands, shall keep the Heritage Building insured to full replacement value against all perils, including, without limitation, damage or destruction by earthquake, except that if at any time the cost of such insurance becomes prohibitive, the Owner may deliver to the City, with supporting evidence, a written request to be relieved, for purposes of this agreement, of the obligation under this provision to carry all such insurance as is required hereunder and, if the City in its discretion gives its explicit prior written consent therefor, the Owner may obtain such other similar insurance coverage for the Heritage Building as will insure it to the greatest extent possible at non-prohibitive cost;
- (f) except for maintenance and repair work, the Owner will not and will not suffer or permit anyone else to do anything at any time to renovate, alter, modify or reconfigure or that will result in any alteration, modification or reconfiguration of the Heritage Building in any way, except as may be permitted or required by this agreement, the Conservation Plan and/or any development and/or heritage alteration permits issued by the City;
- (g) the Owner shall not at any time and shall use commercially reasonable efforts not to suffer or permit anyone else to at any time do anything that will obscure, deface or remove in any way any heritage related commemorative plaque the City, at its expense, may attach to the Heritage Building or the Lands pursuant to the statutory right of way granted to it herein;
- (h) if at any time, in default under this agreement, the Owner, in the City's opinion, fails to perform its obligations as required hereby to rehabilitate and conserve the Heritage Building and fails to rectify any such default within sixty (60) days, or within such other longer time as the City may explicitly permit, after notice from the City to so rectify such default, the City, on the Owner's behalf and at the Owner's expense, may, but will be under not be obligated to, rectify the Owner's default;
- (i) if at any time for any reason the Heritage Building is damaged in any way or destroyed, the Owner, at the Owner's expense, and to the City's satisfaction, shall repair it or replace it with a replica building, except that if the Owner *bona fide* believes that to do so would be uneconomical, in which case, and if for that reason the Owner wishes to demolish it as damaged or wishes not to replicate it, as the case may be, the Owner, at the Owner's expense, and in consultation with and to the satisfaction of the City, will prepare an economic analysis therefor, but taking into consideration only land related economic factors, such as, for example, but without limitation, the estimated cost to repair or replicate the Heritage Building, as the case may be, the anticipated market value of the repaired or replicated building, the incentives given by the



City for this agreement and the Heritage Designation, the estimated value of the Lands under the zoning otherwise applicable thereto, after which the City and the Owner, together, on the basis of that analysis, will determine whether in the circumstances it would be uneconomical to repair or replicate the Heritage Building, failing which the matter in all respects will be determined by arbitration by a single arbitrator in Vancouver, British Columbia, in accordance with the provisions of the *Arbitration Act*, RSBC 1996 c. 55, and if the Owner and the City agree or if in arbitration it is determined that it would be uneconomical for the Owner to be required to repair or replicate the Heritage Building, then, by explicit written notification, the City will consent to the Owner's wish to not repair or replicate the Heritage Building and will discharge this agreement from title to the Lands and the Owner may request of the City's Mayor and Council that the Heritage Designation be cancelled; and

- (j) the Owner acknowledges and agrees that, notwithstanding that this agreement and the Heritage Designation will result in restrictions with respect to the future use and development and therefore may affect the value of the Lands, the Owner has received full and fair compensation therefor and the Owner hereby waives and renounces any and all claims for any further or other compensation by reason of this agreement and/or the Heritage Designation and acknowledges and agrees that the requirements of Section 595(1) of the *Vancouver Charter* SBC 1953 c.55 have been fully satisfied, and the Owner hereby releases the City and its officials, officers, employees and agents from any liability for any loss, injury, damage or expense of any kind the Owner may suffer, incur or experience and the Owner will indemnify the City for any loss, injury, damage or expense the City may incur, suffer or experience and for any complaint, demand, claim, action, suit or judgment for any loss, injury, damage or expense anyone else may suffer, incur or experience arising out of or in any way connected this agreement and/or the Heritage Designation. The release and promise of indemnification contained in this paragraph will survive discharge and termination of this agreement.

### ARTICLE 3 LETTER OF CREDIT

- 3.1 Notwithstanding the occupancy restrictions set out above in respect of the Heritage Building and the Infill Two-Family Dwelling, the City, in its discretion, may issue occupancy permits therefor and, on that basis, any of them may be occupied prior to the time that the Rehabilitation Work is completed in accordance herewith, provided:
  - (a) the Owner duly applies to the City for any and all occupancy permits required therefor and pays all fees required therefor;
  - (b) this agreement has been fully registered in the Land Title Office to the City's satisfaction;
  - (c) the City has issued a building permit and/or heritage alteration permit in respect of the Rehabilitation Work;
  - (d) all legal requirements for occupancy of the Heritage Building and the New Buildings have been fulfilled;

{00556427v5}

CW10283401.2

Heritage Restoration Covenant - Myers House  
3365 Commercial Drive

- (e) the Owner has delivered to the City, in all respects to the City's satisfaction, a letter of credit in the amount equal to one hundred and twenty percent (120%) of the then estimated cost to complete the Rehabilitation Work, with such estimate to be made in writing by the Consultant and explicitly accepted in writing by the City;
  - (f) the Owner, at the time of application for any such occupancy permits, is not, in the City's opinion, in breach of any of its obligations under this agreement or any other agreement between the City and the Owner with respect to the Heritage Building, the New Buildings and/or the Lands; and
  - (g) the City, in its opinion, is satisfied that the Rehabilitation Work is being carried out diligently.
- 3.2 All letters of credit required under this Article will be issued by a Schedule I Canadian chartered bank or other financial institution acceptable to the City's Director of Legal Services and will be unconditional, irrevocable and self-renewing and otherwise in a form and content which is acceptable to the City and will be provided for a period of one (1) year with a provision for an automatic renewal or extension without amendment from year to year.
- 3.3 The City may call upon the letter or letters of credit provided to it pursuant to the preceding paragraphs herein and apply the proceeds therefrom for any purpose and in any manner it may choose in connection with the Rehabilitation Work, if:
- (a) the bank issuing the letter of credit refuses to extend or renew the expiry date of the letter of credit;
  - (b) the Owner becomes insolvent or commits any act of bankruptcy or becomes bankrupt or takes the benefit of any act or legislation that may be enforced for bankrupt or insolvent debtors;
  - (c) the Owner, in the City's opinion, has not been diligently carrying out the Rehabilitation Work; or
  - (d) the City in any way undertakes all or any part of the Rehabilitation Work pursuant to this agreement.
- 3.4 Within sixty (60) days of the Owner's request after completion of the Rehabilitation Work in accordance with this agreement, the City will, as the case may be, return to its issuer any letter of credit provided to the City hereunder or, if the City has called upon the letter of credit, deliver to the Owner any remaining balance therefrom.

#### ARTICLE 4

##### SECTION 219 COVENANT - NO SEPARATE SALE

- 4.1 Pursuant to Section 219 of the Land Title Act, the Owner covenants and agrees, as a covenant and agreement running with, charging and binding the Lands, that prior to the completion of the Rehabilitation Work in accordance with this agreement, no portion of the Lands will at any time be sold separately from any other portion of the Lands and that all of the Lands will be owned at all times by the same person or persons.

{00556427v5}

Heritage Restoration Covenant - Myers House  
3365 Commercial Drive

CW10283401.2

- 4.2 Within a reasonable time of the Owner's request after the Rehabilitation Work has been completed in accordance with this agreement, the City, at the Owner's expense, will discharge from title to the Lands the Section 219 covenant contained in this Article 4.

## ARTICLE 5 STATUTORY RIGHT OF WAY

- 5.1 Pursuant to Section 218 of the *Land Title Act*, the Owner hereby grants to the City, effective at all times from and after the date upon which the City issues the Development Permit, a statutory right of way to enter, be and move about on the Lands to:
- (a) install, maintain, repair and replace on the exterior of the Heritage Building or at the perimeter of the Lands, at the City's expense and in consultation with the Owner as to location, one commemorative plaque regarding the Heritage Building; and
  - (b) carry out pursuant to paragraph 2.1(h) hereof any of the Owner's obligations hereunder to rehabilitate and conserve the Heritage Building.
- 5.2 The statutory right of way granted in the preceding paragraph is necessary for the operation and maintenance of the City's undertaking.
- 5.3 Notwithstanding any other provision of this agreement, nothing herein obligates the City to exercise any of the rights granted to it by way of the statutory right of way contained herein to rehabilitate, conserve or replace the Heritage Building.

## ARTICLE 6 DEBTS OWED TO CITY

- 6.1 If the City, pursuant to this agreement, enters upon the Lands or any of them to perform any of the Owner's obligations hereunder to carry out the Rehabilitation Work or to conserve, repair or replace the Heritage Building:
- (a) there will be no express or implied warranties as to the quality of any work the City may so carry out or the suitability of the materials for the purposes for which they are put; and
  - (b) the Owner will pay to the City, forthwith on demand, to the extent the City has not taken payment for such costs from any letters of credit provided to the City hereunder, as reimbursement for expenses incurred, the full amount of all costs the City incurs to carry out work to rehabilitate, conserve, repair or replace the Heritage Building, plus twenty percent (20%) of such costs as fair compensation for the City's overhead, and any such amounts the Owner does not pay or fails to pay to the City forthwith on demand will bear interest, until paid in full, at the prime lending rate of the Bank of Montreal's Main Branch in the City of Vancouver, plus three percent (3%), calculated monthly and not in advance.

## ARTICLE 7 EQUITABLE CHARGE

- 7.1 The Owner hereby grants to the City an Equitable Charge over the Lands, which charge will run with, charge and bind the Lands, for the payment of all sums (including all interest thereon) which may at any time be payable by the Owner to the City under the terms of this agreement or otherwise at law.
- 7.2 The Equitable Charge the Owner has granted to the City herein may be enforced by the appointment of a receiver for the sale of the Lands.

## ARTICLE 8 SUBDIVISION

- 8.1 **Subdivision.** If the Lands are subdivided at any time hereafter either under the provisions of the *Land Title Act* or under the *Strata Property Act* or under other similar legislation enacted from time to time, then upon the deposit of a plan of subdivision, strata plan, or similar plan as the case may be:
  - (a) subject to Section 8.2 herein, the rights and benefits of this agreement herein granted will be annexed to and run with each of the new parcels, lots, or other subdivided parcels and areas so created; and
  - (b) subject to Section 8.3 herein, the burdens, obligations, covenant, statutory right of way and Equitable Charge contained in this agreement will continue to charge each of the new parcels, lots, or other subdivided parcels and areas so created.
- 8.2 **Subdivision by Strata Plan.** If the Lands, or any portion thereof, are subdivided by a strata plan, this agreement will charge title to the strata lots and the common property comprising such strata plan and:
  - (a) the Section 219 Covenant and obligations therein and the Statutory Right of Way and Equitable Charge granted herein will be registered against each individual strata lot and noted on the common property sheet;
  - (b) the strata corporation or the strata corporations created will perform and observe the Owner's covenants in this agreement, solely at the expense of the strata lot owners; and
  - (c) the liability of each strata lot owner for the performance and observance of the Owner's covenants herein will be in proportion to the unit entitlement of his, her or its strata lot as established by the strata plan,

provided that, if the Lands are first subdivided by air space plan and then one or more of these parcels are further subdivided by strata plan, the easements and covenants registered concurrently with the air space plan may designate the air space parcel or the remainder, and therefore the strata corporation, responsible to perform and observe the Owner's covenants in this agreement.
- 8.3 Should the Lands be subdivided pursuant to the *Land Title Act* to create parcels in which only New Buildings are located, then at the Owner's request after the

{00556427v5}

Heritage Restoration Covenant - Myers House  
3365 Commercial Drive

CW10283401.2

Rehabilitation Work has been completed in accordance with this agreement, the City, at the Owner's expense, will discharge from title to the newly created parcel containing only New Buildings, the Section 219 Covenant, the Statutory Right of Way and the Equitable Charge contained in this agreement and will request of the Registrar of the Land Title Office that all legal notations referring to this agreement and the Heritage Designation be removed from title to the parcel containing only the New Building.

- 8.4 The Owner hereby acknowledges and agrees that for the purposes of Section 592(4) of the *Vancouver Charter*, following such a subdivision, the Owner of the parcel that contains only New Buildings may seek to amend this agreement as registered on title to that parcel without the consent or approval of the owner of the parcel which contains the Heritage Building.

#### ARTICLE 9 NOTICES

- 9.1 Any notice, delivery, request or communication required or permitted to be given hereunder will be in writing and will be deemed to have been duly given if delivered personally or by courier as follows:

- (a) if to the Owner, to its address as shown on title to the Lands in the Land Title Office records; and
- (b) if to the City:

**City of Vancouver**  
453 West 12<sup>th</sup> Avenue  
Vancouver, British Columbia V5Y 1V4

*Attention: City Clerk and Director of Planning,*

or to such other address in Canada as any party may specify in writing to the other parties, provided that if and when the Owner of the Lands or any part thereof should change, then to the address as set out in the State of Title Certificate for the Lands.

#### ARTICLE 10 GENERAL

- 10.1 **Joint and Several Liability.** If the Owner is more than one party, such parties shall be jointly and severally liable to the City for the performance and observance of the Owner's obligations in this agreement.
- 10.2 **Priority of Registration.** The Owner, at his, her or its expense, after execution of this agreement, shall do or cause to be done all things and acts necessary to ensure that this agreement is registered against title to the Lands with priority over all other encumbrances on title to the Lands as the City may require.
- 10.3 **Discharge.** The City, at the Owner's expense, and within a reasonable time of the Owner's request after completion of the Rehabilitation Work in accordance herewith, but provided the Owner, in the City's opinion, does not and will not at any time owe



the City any monies pursuant to this agreement, will discharge this agreement from title to the Non-Heritage Parcel.

- 10.4 **Perfection of Intention.** The parties hereto will do such things and execute such further and other documents and instruments and do such further and other acts as may be reasonably necessary to implement and carry out the provisions and intent of this agreement and to ensure timely and effective registration in the Land Title Office.
- 10.5 **Waiver.** No failure on the part of the City to exercise and no delay in exercising any right under this agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 10.6 **Time of Essence.** Time will be of the essence in respect of this agreement.
- 10.7 **Enurement.** This agreement shall enure to the benefit of and be binding upon the Owner and its successors and trustees, and this agreement shall charge and run with the Lands and with any parcel, lot or part into which the Lands may be subdivided or consolidated and shall enure to the benefit of and be binding upon the Owner's successors in title and trustees and successors and all parties claiming through such owners, except that no owner or successor in title will be liable under this agreement in respect of owner obligations or liabilities arising hereunder after such owner or successor ceases to be an owner.
- 10.8 **City's Other Rights and Obligations.** Nothing contained or implied in this agreement will derogate from the obligations of the Owner under any other agreement with the City or prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* and the rights, powers, duties and obligations of the City under all other laws, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this agreement had not been executed and delivered by the Owner and the City.
- 10.9 **Headings.** The division of this agreement into articles, sections and paragraphs and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this agreement.
- 10.10 **Number.** Words contained herein importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.
- 10.11 **Governing Law.** This agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

- 10.12 **Severability.** All provisions of this agreement are severable in that if any court or other lawful authority having jurisdiction to decide the matter finds for any reason that one or more of them is void or unenforceable, then such void or unenforceable provisions will be severed from this agreement and all other provisions herein will continue to be binding and enforceable.
- 10.13 **City Approvals.** In this agreement, where City "approval", "acceptance", "consent" or similar authorization or agreement is required, unless provided for otherwise in this agreement, such "approval", "acceptance", "consent" or similar City agreement or authority must be provided in writing, by the City departments, employees, officers or designates, as the case may be, that are authorized to provide such "approval", "acceptance", "consent" or similar authorization or agreement. Any purported "approval", "acceptance" "consent" or similar authorization or agreement provided by a City department, employee, officer or designate, as the case may be, that is not authorized to provide the same, shall be of no force or effect.

IN WITNESS WHEREOF the parties have executed this agreement on Form C which is a part hereof.

END OF DOCUMENT

VanRIMS No.: 11-2800-50

October 7, 2016

Susan J. Green, Registrar  
Heritage Branch  
Ministry of Forests, Lands and Natural Resource Operations  
PO Box 9818 Stn Prov Govt  
Victoria, BC  
V8W 9W3

Via e-mail: [BC.HistoricPlacesRegister@gov.bc.ca](mailto:BC.HistoricPlacesRegister@gov.bc.ca)

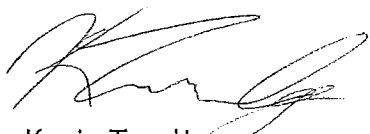
Dear Ms. Green:

**RE: Heritage Designation**

In accordance with Section 594(9)(b) of the *Vancouver Charter*, we hereby notify you that the Council of the City of Vancouver has passed a by-law to designate property as protected heritage property. A copy of the by-law is attached for your information.

**By-law no. 11642     Heritage Designation By-law re 3365 Commercial Drive**

Regards,



Kevin Tuerlings  
Records and Information Analyst

*Kevin.tuerlings@vancouver.ca*

Phone: 604.873.7407

Fax: 604.873.7419

/kt

Enclosure

cc: Heritage Group

## NEW WESTMINSTER LAND TITLE OFFICE

Oct-13-2016 08:31:02.001

CA5570405

## LOCAL GOVERNMENT FILING FORM

PAGE 1 OF 3 PAGES

By incorporating your electronic signature into this form you are certifying:

- (a) that the requirements established by the Director in Director's Requirements for the Authorized Subscriber Register 01- 13 are met,
- (b) that the information contained in each notation, endorsement, statement or certification made by you and set out in this form is correct, and
- (c) that a true copy or copy of the true copy of the electronic instrument is in your possession.

A true copy means a legible paper copy containing every material provision and particular contained in this original.

Each term used in this representation and certification is to be given the meaning ascribed to it in section 1 and part 10.1 of the *Land Title Act*.

James Blair  
EKZSGC

Digitally signed by James Blair  
EKZSGC  
DN: c=CA, cn=James Blair EKZSGC,  
o=Authorized Subscriber, ou=Verify ID  
at www.juricert.com/L.KUP.cfm?  
id=EKZSGC  
Date: 2016.10.13 08:29:19 -07'00'

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

Heidi Granger, Solicitor

City of Vancouver

453 West 12th Avenue

Vancouver

BC V5Y 1V4

LTO Client number: 10647

Phone number: 604.829.2001

Matter number: 16-02324-004

Document Fees: \$28.63

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**SEE SCHEDULE**

STC? YES ☐

3. NATURE OF INTEREST: **Heritage Status Notice - Vancouver Charter**

Affected Legal Notation or Charge Number:

4. NAME OF LOCAL GOVERNMENT: CITY OF VANCOUVER

Additional Information:

5. NOTICE DETAILS:

TAKE NOTICE that the land described above is subject to Heritage Provisions contained in a bylaw, agreement, or development plan by the City of Vancouver.

Heritage Provision: Heritage Designation Protection - Vancouver Charter, Section 593

Statutory authority: Vancouver Charter, Section 601

Authorized Bylaw 11642

adopted on: 2016-10-04

Further information regarding the bylaw, agreement, or development plan may be obtained from the offices of the City of Vancouver.

Authorized Signatory: (If Applicable)

**LAND TITLE ACT  
FORM E****SCHEDULE**PAGE 2 OF 3 PAGES

---

**2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND**STC for each PID listed below? YES ☐

[PID]

[LEGAL DESCRIPTION – must fit in a single text line]

<b>009-908-056</b>	<b>LOT 4 BLOCKS A AND B DISTRICT LOT 753 PLAN 8865</b>
<b>009-649-123</b>	<b>LOT 5 BLOCKS A AND B DISTRICT LOT 753 PLAN 8865</b>
<b>014-282-810</b>	<b>LOT 3, EXCEPT THE SOUTH 7 FEET, NOW ROAD, BLOCK A DISTRICT LOT 753 PLAN 1795</b>
<b>009-908-200</b>	<b>LOT 2 BLOCK A DISTRICT LOT 753 PLAN 1795</b>
<b>005-338-115</b>	<b>LOT 1 BLOCK A DISTRICT LOT 753 PLAN 1795</b>





## LAW DEPARTMENT

Direct Line: (604) 829-2001  
File No. LS-16-02324-004  
Email: [heidl.granger@vancouver.ca](mailto:heidl.granger@vancouver.ca)

October 11, 2016

Registrar of Titles  
New Westminster Land Title Office  
88 - 6th Street  
New Westminster, BC V3L 5B3

Dear Sirs/Mesdames:

Re: **Heritage Designation**  
Civic Address: 3365 Commercial Drive  
Parcel Identifier/ 009-908-056, Lot 4 Blocks A and B District Lot 753 Plan 8865  
Legal Description: 009-649-123, Lot 5 Blocks A and B District Lot 753 Plan 8865  
014-282-810, Lot 3, Except the South 7 Feet, Now Road, Block  
A District Lot 753 Plan 1795  
009-908-200, Lot 2 Block A District Lot 753 Plan 1795  
005-338-115, Lot 1 Block A District Lot 753 Plan 1795  
(the "Lands")

Please take notice pursuant to Sections 594(9) and 601(1) of the *Vancouver Charter*, SBC 1953, c. 55 that the City of Vancouver has designated a building on the Lands known as the Myers House as protected heritage property under Section 593 of the *Vancouver Charter* and City of Vancouver *Heritage Designation By-law No. 11642* enacted on October 4, 2016 (the "Heritage Designation").

Please make a note of the Heritage Designation on title to the Lands pursuant to Section 601(2) of the *Vancouver Charter*.

Yours truly,

CITY OF VANCOUVER

Per: *Heidi Granger*

Heidi Granger

HG: rfs

cc. James Boldt, Heritage Planner - Heritage Group

[00570100v1]

**Mailing Address:**  
453 West 12<sup>th</sup> Avenue  
Vancouver, BC V5Y 1V4  
Canada

**Delivery Address:**  
401-515 West 10<sup>th</sup> Avenue  
Vancouver, BC V5Z 4A8  
Canada

**Telephone:** (604) 873-7512  
**Fax:** (604) 873-7445



**TITLE SEARCH PRINT**

File Reference: 13260-0299

2016-11-02, 10:51:53

Requestor: Shaina Forber

**\*\*CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN\*\***

<b>Title Issued Under</b>	SECTION 98 LAND TITLE ACT
<b>Land Title District</b> Land Title Office	VANCOUVER VANCOUVER
<b>Title Number</b> From Title Number	CA5584924 CA3128083 CA3545798 CA3551475 CA3560854 CA5584923
<b>Application Received</b>	2016-10-19
<b>Application Entered</b>	2016-11-02
<b>Registered Owner in Fee Simple</b> Registered Owner/Mailing Address:	CRESSEY 18TH AVENUE HOLDINGS LTD., INC.NO. BC0969486 200 - 555 WEST 8TH AVENUE VANCOUVER, BC V5Z 1C6
<b>Taxation Authority</b>	CITY OF VANCOUVER
<b>Description of Land</b> Parcel Identifier: Legal Description:	029-970-342 LOT 1 BLOCKS A AND B DISTRICT LOT 753 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP41737
<b>Legal Notations</b>	NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA3563961 FILED 2014-01-24  NOTICE OF HERITAGE DESIGNATION BYLAW, VANCOUVER CHARTER, SECTION 593, SEE CA5570405  HOUSING AGREEMENT, VANCOUVER CHARTER, S. 565.2, SEE CA5584930

**TITLE SEARCH PRINT**

File Reference: 13260-0299

2016-11-02, 10:51:53

Requestor: Shaina Forber

HERETO ANNEXED EASEMENT 72616M OVER THE WEST 12 FEET OF LOT  
3, BLOCK A, PLAN 1795

**Charges, Liens and Interests**

Nature: EASEMENT  
Registration Number: 72616M  
Registration Date and Time: 1946-11-27 14:56  
Remarks: WEST 12 FEET APPURTENANT TO LOT 4, PLAN 8865  
PART FORMERLY LOT 3 PLAN 1795 EXCEPT: THE SOUTH 7  
FEET

Nature: COVENANT  
Registration Number: CA5584925  
Registration Date and Time: 2016-10-19 11:45  
Registered Owner: CITY OF VANCOUVER  
INCORPORATION NO. N/A

Nature: STATUTORY RIGHT OF WAY  
Registration Number: CA5584926  
Registration Date and Time: 2016-10-19 11:45  
Registered Owner: CITY OF VANCOUVER  
INCORPORATION NO. N/A

Nature: STATUTORY RIGHT OF WAY  
Registration Number: CA5584927  
Registration Date and Time: 2016-10-19 11:45  
Registered Owner: CITY OF VANCOUVER  
INCORPORATION NO. N/A

Nature: COVENANT  
Registration Number: CA5584928  
Registration Date and Time: 2016-10-19 11:45  
Registered Owner: CITY OF VANCOUVER  
INCORPORATION NO. N/A

Nature: EQUITABLE CHARGE  
Registration Number: CA5584929  
Registration Date and Time: 2016-10-19 11:45  
Registered Owner: CITY OF VANCOUVER  
INCORPORATION NO. N/A

Nature: COVENANT  
Registration Number: CA5584931  
Registration Date and Time: 2016-10-19 11:45  
Registered Owner: CITY OF VANCOUVER  
INCORPORATION NO. N/A

**TITLE SEARCH PRINT**

File Reference: 13260-0299

2016-11-02, 10:51:53

Requestor: Shaina Forber

Nature: STATUTORY RIGHT OF WAY  
Registration Number: CA5584932  
Registration Date and Time: 2016-10-19 11:45  
Registered Owner: CITY OF VANCOUVER  
INCORPORATION NO. N/A

Nature: COVENANT  
Registration Number: CA5584933  
Registration Date and Time: 2016-10-19 11:45  
Registered Owner: CITY OF VANCOUVER  
INCORPORATION NO. N/A

Nature: COVENANT  
Registration Number: CA5584934  
Registration Date and Time: 2016-10-19 11:45  
Registered Owner: CITY OF VANCOUVER  
INCORPORATION NO. N/A

Nature: COVENANT  
Registration Number: CA5584935  
Registration Date and Time: 2016-10-19 11:45  
Registered Owner: CITY OF VANCOUVER  
INCORPORATION NO. N/A

Nature: COVENANT  
Registration Number: CA5584936  
Registration Date and Time: 2016-10-19 11:45  
Registered Owner: CITY OF VANCOUVER  
INCORPORATION NO. N/A

Nature: STATUTORY RIGHT OF WAY  
Registration Number: CA5584937  
Registration Date and Time: 2016-10-19 11:45  
Registered Owner: CITY OF VANCOUVER  
INCORPORATION NO. N/A

Nature: EQUITABLE CHARGE  
Registration Number: CA5584938  
Registration Date and Time: 2016-10-19 11:45  
Registered Owner: CITY OF VANCOUVER  
INCORPORATION NO. N/A

**Duplicate Infeasible Title**

NONE OUTSTANDING

**Transfers**

NONE

**TITLE SEARCH PRINT**

File Reference: 13260-0299

2016-11-02, 10:51:53

Requestor: Shaina Forber

**Pending Applications**

NONE



DP 7 00181

Suite 200  
555 West 8<sup>th</sup> Avenue  
Vancouver, BC V5Z 1C6  
Tel 604 683 1256  
Fax 604 683 7690  
www.cressey.com

July 04, 2017

**CITY OF VANCOUVER**  
**General Manager of Engineering Services**  
**Director of Planning**  
**Subdivision Approving Officer**  
C/O Wendy LeBreton – Project Facilitator  
Development and Building Services Centre  
515 West 10<sup>th</sup> Avenue  
Vancouver, BC V5Z 4A8



Dear Sir/Madame:

**RE: 3365 COMMERCIAL DRIVE Development Application Number DP-2017-00181.**

Please accept this letter as confirmation we **do not** intend to subdivide the subject site into two separate sub lots corresponding to Sub-area 1 and Sub-area 2, as shown in Figure 1 of the CD-1 (644) By-law,

Sincerely,

**Cressey (18<sup>th</sup> Avenue) Development LLP**  
By its Managing Partner: Cressey 18<sup>th</sup> Avenue MP Ltd., and  
Cressey 18<sup>th</sup> Avenue Holdings Ltd.

  
\_\_\_\_\_  
Nathan Gurvich – Development Manager





# Waste Control Services Inc.

**A Total Refuse and Recycling Company.**

5288 Still Creek Avenue  
Burnaby, B.C. V5C 4E4  
Tel: 604 986-9777 Fax: 604 986-5211  
Website: wastecontrolservices.com

February 15, 2017

Cressey Development Group  
200-555 West 8<sup>th</sup> Avenue,  
Vancouver, B.C. V5Z 1C6  
Phone: 604-895-0427  
Fax: 604-683-7690  
Cell: 604-649-3624



**DP 7 0 0 1 8 1**

**Att: Nathan Gurvich / City of Vancouver**

**Re: 3365 Commercial Drive Vancouver BC**

Thank you for choosing Waste Control Services Inc. for your waste management needs. We are confident that you will be very satisfied with the services that we offer. With regards to the drawings for the location 3365 Commercial Drive submitted to Waste Control Services Inc. The space for garbage and recycling for the same location provides enough space for the required services. Waste Control Services Inc. can access below grade pickup with specifications provided.

If you have questions regarding 3365 Commercial Drive, please contact me at 604-230-7345.

As your needs change, we will be happy to help you evaluate those needs and offer you the services that will help you achieve your new goals. Again, thank you for choosing Waste Control Services Inc.

Sincerely,

Winston Leeson

[Winston@wastecontrolservices.com](mailto:Winston@wastecontrolservices.com)

## Balantzyan, Berg

---

**From:** Linehan, Marie  
**Sent:** Thursday, November 02, 2017 8:50 AM  
**To:** Balantzyan, Berg  
**Subject:** DP-2017-00181: 3365 COMMERCIAL DRIVE,

Just FYI -

---

**From:** Stanford, Carl  
**Sent:** Wednesday, November 01, 2017 5:42 PM  
**To:** Beaulieu, Lee; Isaac, Katherine; Greer, John; Molaro, Anita; Autiero, David; Linehan, Marie  
**Subject:** RE: Citizen Feedback-101010360614

Hi Lee,

I have written Cressey twice and spoken to them on the phone also underlining the importance of not removing/cutting or altering any trees or conducting any site clearance that may affect trees until this issue has been resolved and appropriate permissions obtained. They are well aware of their obligations in this regard.

Best Regards,

Carl Stanford | Project Facilitator

CITY OF VANCOUVER | Development, Buildings & Licensing  
515 W 10th Ave, Vancouver, BC V5Z 4A8  
Tel | 604-871-6796  
Email | [carl.stanford@vancouver.ca](mailto:carl.stanford@vancouver.ca)

*WARNING: This e-mail transmission, and any documents, files or previous e-mails attached to it, may contain confidential and/or proprietary information. If you are not the intended recipient or the person responsible for delivering it to the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of any of the information contained in or attached to this transmission is STRICTLY PROHIBITED. If you have received this transmission in error, please immediately notify the sender by telephone at 604.871-6796 and destroy the original transmission and its attachments without reading them.*

---

**From:** Beaulieu, Lee  
**Sent:** Wednesday, November 01, 2017 5:35 PM  
**To:** Isaac, Katherine; Greer, John; Molaro, Anita; Autiero, David; Linehan, Marie  
**Cc:** Stanford, Carl  
**Subject:** RE: Citizen Feedback-101010360614

Thanks. We have a separate citizen report of one mountain ash tree being removed on site (unverified).

I will run out there tomorrow morning and check. DP is in review and no tree permits are issued that I know of.

There are no city planted boulevard trees around this site. There was a remnant stand of topped conifers along 18<sup>th</sup> that PB did not wish to retain.

Communication at this early time amongst city arborist landscape staff and the project arborist are suggesting we are not dealing with CMT's here, but we will have that detailed review on site scheduled for Friday.

Carl, are you able to help communicate with developer the importance they cease any type of site clearing activity near any trees until further notice ?

---

**From:** Isaac, Katherine  
**Sent:** Wednesday, November 01, 2017 4:44 PM  
**To:** Greer, John; Molaro, Anita  
**Cc:** Beaulieu, Lee  
**Subject:** RE: Citizen Feedback-101010360614

Cc'ing Lee to check on status of street tree retention

---

**From:** Greer, John  
**Sent:** Wednesday, November 01, 2017 4:40 PM  
**To:** Molaro, Anita  
**Cc:** Isaac, Katherine  
**Subject:** Re: Citizen Feedback-101010360614

Yes, in addition to the supposed CMT's on site.

Sent from my iPhone

On Nov 1, 2017, at 4:31 PM, Molaro, Anita <[anita.molaro@vancouver.ca](mailto:anita.molaro@vancouver.ca)> wrote:

so these are street trees ?

---

**From:** Greer, John  
**Sent:** Wednesday, November 1, 2017 4:16 PM  
**To:** Molaro, Anita; Isaac, Katherine  
**Subject:** FW: Citizen Feedback-101010360614

john greer  
assistant director, development services  
development, buildings, & licensing, city of vancouver  
t: 604.871.6194 e: [john.greer@vancouver.ca](mailto:john.greer@vancouver.ca)

<image003.png>

CONFIDENTIALITY NOTICE: This message and any accompanying documents contain confidential information intended for a specific individual and purpose. This message is private and protected by law. If you are not the intended recipient, you are hereby notified that any disclosure, copying or distribution, or the taking of any action based on the contents of this information, is strictly prohibited

**From:** 311 Mentor (Internal Use)  
**Sent:** Wednesday, November 1, 2017 3:27 PM  
**To:** Xu, Yin; Greer, John  
**Subject:** Citizen Feedback-101010360614

Hi,

The following is a Citizen Feedback Case that was created by the 3-1-1 contact centre. Please do not hesitate to contact us if you have any questions or concerns. Thanks

Sumit / 311 Contact Centre

<image004.jpg>  
<image005.jpg>

#### Citizen Feedback

Case number: 101010360614

Case created: 2017-11-01, 10:27:00 AM

#### Incident Location

Address: 3365 COMMERCIAL DRIVE, Vancouver, V5N 4E5

Address2:

Location name:

#### Contact Details

Name: s.22(1)

Address:

Address2:

Phone: s.22(1)

Email:

Alt. Phone:

Preferred contact method: Phone

#### Request Details

- |  |   |
|--|---|
| 1. Describe details (who, what, where, when, why): | Citizen is concerned regarding the development that is going to occur at 3365 Commercial Dr as well as 1695-1775 E 18th Ave. She claims that these properties have been sold and will be developed likely into condos. She would like to ensure that the boulevard trees at these locations are saved and spared and not cut down. She claims these trees are all on the Unseeded Territory of the Salish and the neighbourhood is concerned about the well-being of these trees. |
| 2. Type of feedback:                               | Opinion   |
| 3. Feedback regarding:                             | City Department   |
| 4. Department:                                     | Development, Building & Licensing   |
| 5. Division or Branch Name:                        | Development services and Urban Forestry   |

- |     |  |    |
|-----|--|----|
| 6.  | (Don't ask, just record - did caller indicate they want a call back?): | No |
| 7.  | Your address:  |    |
| 8.  | Contact name:  |    |
| 9.  | Contact number:  |    |
| 10. | Email address:   |    |

**Additional Details**

**Map and Photo**

- no picture -



## Balantzyan, Berg

---

**From:** LeBreton, Wendy  
**Sent:** Thursday, January 26, 2017 11:56 AM  
**To:** Piyush Sanghadia (psanghadia@yamamotoarchitecture.com); Taizo Yamamoto (taizo@yamamotoarchitecture.com); Nathan Gurvich (nathangurvich@cressey.com)  
**Cc:** Linehan, Marie; Balantzyan, Berg; Naylor, Michael; Enright, Patrick  
**Subject:** 3365 Commercial - follow up items from your pre-app meeting

Hello all,

Apologies for missing your pre-app meeting this week. I am following up with a couple items:

- Clarification on the CD-1 by-law. It was supposed to be revised to read as follows, (which accounts for 110 storage units at 40 sf/unit (4400 sf), to be excluded from FSR):

*CD-1 Bylaw section 5.3*

*Sub-area # 1- maximum permitted floor area ( m<sup>2</sup>) = 6855 m<sup>2</sup> ( 2.55 FSR) (not 2.70 FSR)*

A memo was sent to Council, and one of the conditions of the RZ was to adjust the floor area numbers accordingly. Unfortunately, there was a clerical error and the CD-1 Bylaw was not updated, but Law has advised us that this can be corrected with a housekeeping amendment Feb 7. It must be corrected as it was a condition of the rezoning.

In the meantime, can you please confirm you are designing to 2.55 FSR (and excluding storage) and not 2.70 FSR?

- Form of Development condition #30 – regarding whether you can use the new code/rezoning green building requirements (net zero) instead of LEED Gold as required in rezoning. I believe the answer is yes, but you need to ask your Green Building Consultant to contact Patrick Enright (cc'd), Green Building Engineer in our Sustainability Office to confirm/discuss. <http://council.vancouver.ca/20160419/documents/p4.pdf>
- Regarding your desire to subdivide – I'll follow up once I hear back from subdivision staff.

Thank you kindly,  
Wendy

---

Wendy LeBreton MES | Project Facilitator II | Development, Buildings & Licensing | City of Vancouver  
t | 604.871.6796 e | [wendy.lebreton@vancouver.ca](mailto:wendy.lebreton@vancouver.ca)



## Balantzyan, Berg

---

**From:** Linehan, Marie  
**Sent:** Thursday, January 26, 2017 10:17 AM  
**To:** King, Lisa (DBL)  
**Cc:** Balantzyan, Berg; LeBreton, Wendy  
**Subject:** FW: CD-1 (644) - enactment error

Hi Lisa

We need to contact Cressey/Yamamoto to confirm their proposed floor area is 2.55 FSR and they have excluded their bulk storage rooms per unit.

Before the project went to Public Hearing we noted that they had not provided the required bulk storage room for all of the units in the rental building. Yardley contacted Cressey (Nathan) and he said they would be providing 40 sf/unit, so their floor area was adjusted to account for this exclusion.

The CD-1 Bylaw was supposed to be revised to read as follows, (which accounts for 110 storage units at 40 sf/unit (4400 sf), to be excluded from FSR):

CD-1 Bylaw section 5.3

Sub-area # 1- maximum permitted floor area ( m<sup>2</sup>) = 6855 m<sup>2</sup> ( 2.55 FSR) (not 2.70 FSR)

A memo was sent to Council, and one of the conditions of the RZ was to adjust the floor area numbers accordingly. Unfortunately, there was a bit of a clerical error and the CD-1 Bylaw was not updated, but Law has advised that can be corrected with a housekeeping amendment Feb 7. It has to be corrected as it was a condition of the rezoning.

In the meantime, we want to make sure they are designing to 2.55 FSR (and excluding storage) and not 2.70 FSR.

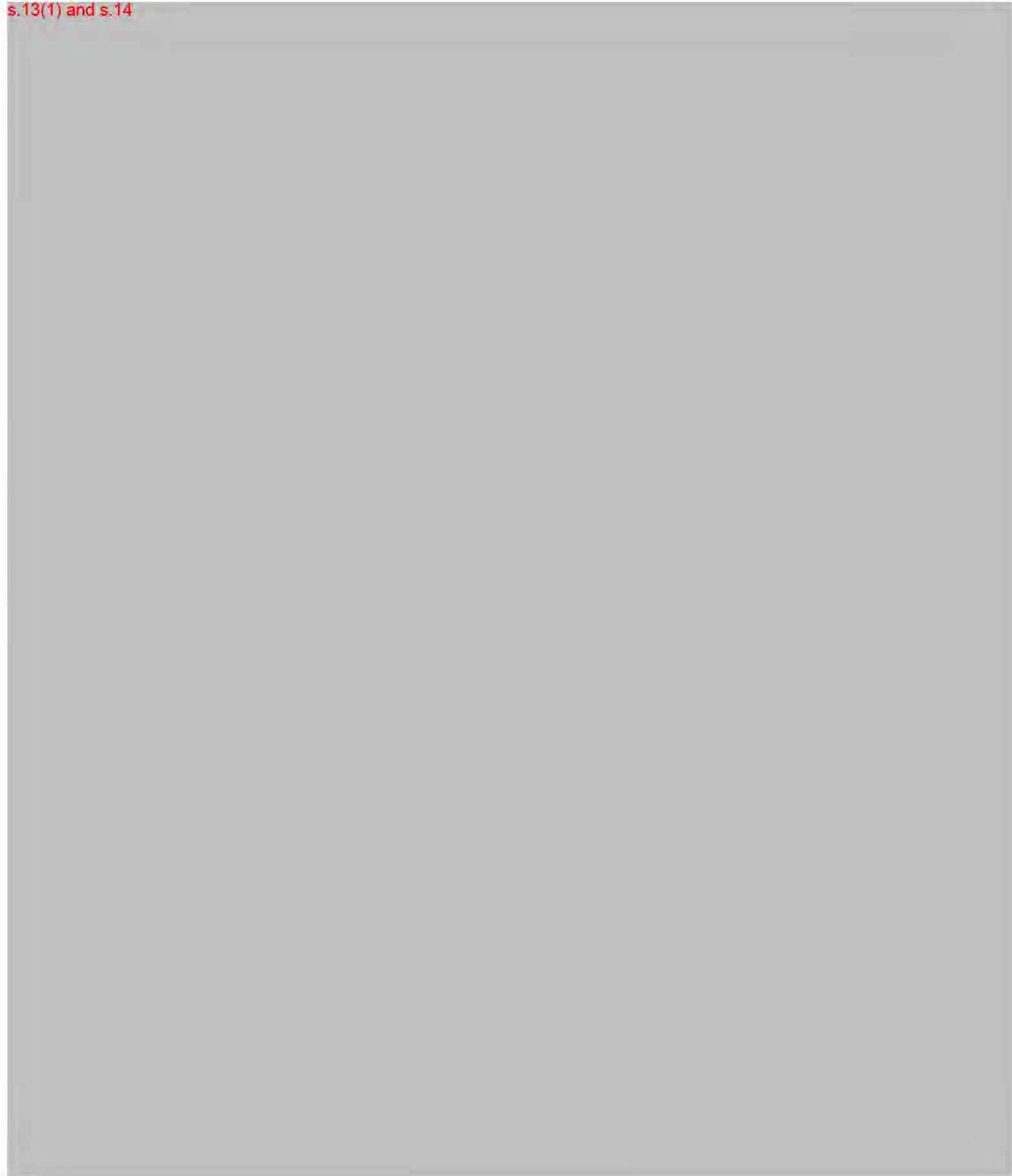
Can you email them to confirm?

If you would rather that I do so in Wendy's absence, that is ok too! Let me know.

Thanks  
Marie

s.13(1) and s.14





## Balantzyan, Berg

---

**From:** Linehan, Marie  
**Sent:** Wednesday, January 25, 2017 5:16 PM  
**To:** McNeill, Yardley  
**Cc:** Balantzyan, Berg; Erdman, Scott  
**Subject:** FW: Meeting Notes from Pre-application meeting for 3365 Commercial Drive and 1695 - 1775 East 19 Avenue

Hi Yardley

We discovered yesterday that the CD-1 (644) By Law was not updated to 2.55 FSR (from 2.7 FSR) from when we adjusted the FSR to account for storage rooms for all units.

We are wondering what the process might be for correcting this?

Berg has mentioned this to Michael Naylor as well, who referred him to Scott who is looking into it.

Thanks  
Marie

---

**From:** King, Lisa (PDS)  
**Sent:** Wednesday, January 25, 2017 4:13 PM  
**To:** LeBreton, Wendy  
**Cc:** Balantzyan, Berg; Beaulieu, Lee; Cavell, Kevin; Linehan, Marie  
**Subject:** Meeting Notes from Pre-application meeting for 3365 Commercial Drive and 1695 - 1775 East 19 Avenue

Hi Wendy,

These are my notes from the meeting yesterday. I've highlighted the items for your follow up:

- FOD condition 3 – Marie is ok to take plans as shown but noted the balcony projections will be reviewed in relation to the impacts to neighbours
- FOD condition 11 – Summarize all trees to be retained, removed and replaced. There will be a detailed review of tree retention, specifically cluster at corner of Commercial and 18<sup>th</sup>. Concerns re: stress to the trees.
- FOD condition 16 – Include tree barriers on Tree Management Plan
- FOD condition 28 – Follow up to see if the proposal can adopt the new code/rezoning green building requirements (net zero) instead of LEED Gold as required in rezoning.
- FOD condition 32 – provide letter with waste hauler management details.
- FOD condition 33 – Trees shown on the back boulevard. Kevin to follow up whether 3 trees on east half of 18<sup>th</sup> will be permitted. Trees as shown to be left on submission plans.
- Applicant intends to subdivide the plans. Follow up with Dave Murphy on whether this should be addressed at DP or after issuance. Kevin to follow up with Engineering re: services for one lot vs two.
- Confirm the CD-1 bylaw. There were changes identified at public hearing but it is unclear whether they were incorporated into the CD-1. Berg contacted Michael Naylor who is looking into this.
- Applicant to email Berg height calculation for review before submitting plans.

If you want to discuss, please let me know.

Lisa

**Lisa King**

Project Facilitator

Development, Buildings & Licensing

City of Vancouver

phone: 604.873.7642

[lisa.king@vancouver.ca](mailto:lisa.king@vancouver.ca)

## Balantzyan, Berg

---

**From:** Mihai Adam <m.adam@yamamotoarchitecture.com>  
**Sent:** Wednesday, January 18, 2017 4:14 PM  
**To:** LeBreton, Wendy; Linehan, Marie; Balantzyan, Berg; Maness, Alina; Cavell, Kevin; Wilson, Terry  
**Cc:** Nathan Gurvich; Taizo Yamamoto; Piyush Sanghadia; jennifer@dkl.bc.ca; max@diamondheadconsulting.com; trevor@diamondheadconsulting.com; jasonturcotte@cressey.com  
**Subject:** Re: 3365 Commercial pre-app meeting drawings

Hi Wendy,  
please use the following link to download the DE package for 3365 Commercial Dr. Please note that Diamond Head Consulting ( our arborist consultant ) are fine-tuning their report and it will be completed shortly. I will send a link ASAP.

please let me know if you need anything else.

[https://yamamotoarchitecture-my.sharepoint.com/personal/m\\_adam\\_yamamotoarchitecture\\_com/\\_layouts/15/guestaccess.aspx?docid=0853e7d7be5a443d5af4dbd583a68052d&authkey=ARd-3a\\_O3gDwRp5Jw-2luY&expiration=2017-02-18T00:06:23.000Z](https://yamamotoarchitecture.sharepoint.com/personal/m_adam_yamamotoarchitecture_com/_layouts/15/guestaccess.aspx?docid=0853e7d7be5a443d5af4dbd583a68052d&authkey=ARd-3a_O3gDwRp5Jw-2luY&expiration=2017-02-18T00:06:23.000Z)

Regards,  
Mihai Adam

On Jan 18, 2017, at 3:46 PM, Piyush Sanghadia <psanghadia@yamamotoarchitecture.com> wrote:

Piyush Sanghadia

Yamamoto Architecture Inc.  
202 - 33 East 8th Avenue,  
Vancouver BC V5T 1R5  
tel: 604.731.1127, ext: 108  
fax: 604.731.1327

Begin forwarded message:

**From:** "LeBreton, Wendy" <Wendy.Lebreton@vancouver.ca>  
**Subject:** RE: 3365 Commercial pre-app meeting drawings  
**Date:** January 18, 2017 at 3:39:53 PM PST  
**To:** 'Nathan Gurvich' <nathangurvich@cressey.com>, "Taizo Yamamoto (taizo@yamamotoarchitecture.com)" <taizo@yamamotoarchitecture.com>, "psanghadia@yamamotoarchitecture.com" <psanghadia@yamamotoarchitecture.com>  
**Cc:** "Linehan, Marie" <marie.linehan@vancouver.ca>, "Balantzyan, Berg" <berg.balantzyan@vancouver.ca>, "Maness, Alina" <Alina.Maness@vancouver.ca>, "Cavell, Kevin" <kevin.cavell@vancouver.ca>, "Wilson, Terry" <terry.wilson@vancouver.ca>

Good afternoon Nathan,



When you send those PDFs, can you please reply-all to this email? I will be away from the office until Tuesday and want to ensure staff see the drawings ahead of your pre-app meeting, to ensure a productive meeting.

Thank you kindly,  
Wendy

Wendy LeBreton MES | Project Facilitator II | City of Vancouver

t | 604.871.6796 e | [wendy.lebreton@vancouver.ca](mailto:wendy.lebreton@vancouver.ca)

---

**From:** Nathan Gurvich [<mailto:nathangurvich@cressey.com>]

**Sent:** Thursday, January 05, 2017 11:41 AM

**To:** LeBreton, Wendy

**Cc:** Linehan, Marie

**Subject:** RE: Intake @ 3365 Commercial

Thanks Wendy

I will send the dates/time to my team, and ensure you receive the PDFs prior to Jan 18<sup>th</sup>.

Regards,

Nathan Gurvich  
Development Manager

**Cressey Development Group**  
200 - 555 West 8<sup>th</sup> Ave  
Vancouver, British Columbia V5Z 1C6  
604-649-3624 Cell  
604-895-0427 Direct  
[nathangurvich@cressey.com](mailto:nathangurvich@cressey.com)  
[www.cressey.com](http://www.cressey.com)

---

**From:** LeBreton, Wendy [<mailto:Wendy.Lebreton@vancouver.ca>]

**Sent:** January 5, 2017 11:21 AM

**To:** Nathan Gurvich <[nathangurvich@cressey.com](mailto:nathangurvich@cressey.com)>

**Cc:** Linehan, Marie <[marie.linehan@vancouver.ca](mailto:marie.linehan@vancouver.ca)>

**Subject:** RE: Intake @ 3365 Commercial

Hi Nathan,

It will have to be a pre-app meeting, as we have only consulted Urban Design (Marie) thus far in pre-app. This meeting will include landscape, housing, and engineering, as well as the plan checker.

I have tentatively booked **Tuesday, Jan 24 at 1:30pm**. Does that work for your team?

Please send PDFs of the draft DE drawings by 4:00pm Jan 18. Upon receipt, I will confirm our meeting.

Cheers,  
Wendy

Wendy LeBreton MES | Project Facilitator II | City of Vancouver

t | 604.871.6796 e | [wendy.lebreton@vancouver.ca](mailto:wendy.lebreton@vancouver.ca)

**From:** Nathan Gurvich [<mailto:nathangurvich@cressey.com>]

**Sent:** Thursday, January 05, 2017 10:26 AM

**To:** LeBreton, Wendy

**Subject:** Intake @ 3365 Commercial

Morning Wendy – Hoping to confirm out time/date for an intake the week of Jan 23<sup>rd</sup>. Want to send out a full lead up schedule to the consultants today.

Cheers,

Nathan Gurvich  
Development Manager

**Cressey Development Group**  
200 - 555 West 8<sup>th</sup> Ave  
Vancouver, British Columbia V5Z 1C6  
604-649-3624 Cell  
604-895-0427 Direct  
[nathangurvich@cressey.com](mailto:nathangurvich@cressey.com)  
[www.cressey.com](http://www.cressey.com)

## Balantzyan, Berg

---

**From:** LeBreton, Wendy  
**Sent:** Thursday, September 01, 2016 9:39 AM  
**To:** Linehan, Marie  
**Cc:** Balantzyan, Berg  
**Subject:** FW: 3365 Commercial - Dev Permit  
**Attachments:** Draft Response to Conditions of Approval.docx; pre-app - 3365 Commercial Dr - 2016-08-31.tr5

Hi Marie,

The applicant would like me to set up a pre-app meeting. See attached for their draft responses to the rezoning conditions, and the draft DE drawings.

At first glance, I would like to instruct them to provide floor plans with interior layouts. Is there anything else you'd like to see flushed out before we do a pre-app meeting?

Cheers,  
Wendy

Wendy LeBreton MES | Project Facilitator II | City of Vancouver  
t | 604.871.6796 e | [wendy.lebreton@vancouver.ca](mailto:wendy.lebreton@vancouver.ca)

---

**From:** Piyush Sanghadia [<mailto:psanghadia@yamamotoarchitecture.com>]  
**Sent:** Wednesday, August 31, 2016 2:21 PM  
**To:** LeBreton, Wendy  
**Cc:** Nathan Gurvich; Jason Turcotte; Taizo Yamamoto; Mihai Adam  
**Subject:** Re: 3365 Commercial - Dev Permit

Wendy,  
Can I request you to download the latest set of in-progress drawings outlining our approach towards the DP application from [here](#)?  
Have tried to address each of the conditions of approval towards the form of development.  
Also attached is a draft response to the conditions of approval. Hope this helps.

We were hoping to have a meeting with the city staff with the intent of explaining and reviewing our direction to get general agreement on the approach, upon which we will work towards a DP application. With Nathan away till 6th Sept, could we schedule this meeting on or after next Thursday?

Please let me know if you need anything else.  
Awaiting to hear from you.

Regards,  
Piyush Sanghadia

**Yamamoto Architecture Inc.**  
202 - 33 East 8th Avenue,  
Vancouver BC V5T 1R5  
tel: 604.731.1127, ext: 108

fax: 604.731.1327

"We are phasing out the [tyarch@shaw.ca](mailto:tyarch@shaw.ca) email account. Please reply to the [psanghadia@yamamotoarchitecture.com](mailto:psanghadia@yamamotoarchitecture.com) email address. Thank you and we apologize for any inconvenience."

On Jul 7, 2016, at 2:06 PM, LeBreton, Wendy <[Wendy.Lebreton@vancouver.ca](mailto:Wendy.Lebreton@vancouver.ca)> wrote:

Hi Nathan,

Your phone connection was pretty bad. As discussed though, I can set up a pre-app meeting with you and your architect as soon as I receive drawings that staff can review ahead of time. In addition, written responses to the RZ conditions would be helpful (however draft they may be, at this stage).

Once received, I will set up a meeting. Were there specific conditions of the rezoning you'd like to focus on? Or just all of them?

Regards,  
Wendy

Wendy LeBreton MES | Project Facilitator II | City of Vancouver

t | 604.871.6796 e | [wendy.lebreton@vancouver.ca](mailto:wendy.lebreton@vancouver.ca)

---

**From:** Nathan Gurvich [<mailto:nathangurvich@cressey.com>]

**Sent:** Wednesday, June 29, 2016 2:50 PM

**To:** LeBreton, Wendy

**Cc:** Piyush Sanghadia; Jason Turcotte

**Subject:** 3365 Commercial - Dev Permit

Good Afternoon Wendy

I have just been informed you will be our facilitator as we move this project through the DP process. Nice to meet you.

As the rezoning was a long time coming, we would like to move on a permit application in a timely fashion. I imagine you have yet to get familiar with the project, perhaps you would like to meet and discuss the project in general terms and talk about the path forward?

In addition whom will be our contact in engineering, I would like to get rolling on the servicing requirements.

Cheers,

Nathan Gurvich  
Development Manager

**Cressey Development Group**  
200 - 555 West 8<sup>th</sup> Ave  
Vancouver, British Columbia V5Z 1C6  
604-649-3624 Cell  
604-895-0427 Direct  
[nathangurvich@cressey.com](mailto:nathangurvich@cressey.com)  
[www.cressey.com](http://www.cressey.com)



## Applications Involving Tenant Relocation – Application Form

This form must be submitted with your rezoning or development application.

- Step 1:** Understand your rights and responsibilities as a landlord  
Please review the documents in Section 1 as it pertains to relocating tenants
- Step 2:** Complete Section 2 – Rental Statistics
- Step 3:** Complete Section 3 – Draft Tenant Relocation Plan



### Section 1: Rights and Responsibilities of Landlord and Tenants

The rights and responsibilities of landlords and tenants is regulated by the Province and is set out in the Residential Tenancy Act: [http://www.bclaws.ca/EPLibraries/bclaws\\_new/document/ID/freeside/00\\_02078\\_01](http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/00_02078_01)

For more information, about the City's rental housing protection policies, please refer to the following documents:

Rental Housing Stock ODP: <http://vancouver.ca/files/cov/rate-of-change.pdf>

Rate of Change Guidelines: <http://former.vancouver.ca/commsvcs/guidelines/R021.pdf>

SRA Bylaw: <http://vancouver.ca/people-programs/protecting-single-room-accommodations.aspx>

DP 7 0 0 1 8 1

### Section 2: Rental Statistics

#### A. Proposed Project Statistics

Date:	February 14, 2017	Applicant:	Nathan Gurvich	Owner:	Cressey (18 <sup>th</sup> Avenue) Development LLP		
Phone:	604-895-0427	Email:	nathangurvich@cressey.com				
Building#:		Street:	3365 Commercial Dr	City:	Vancouver	Postal Code:	V5N 4E5
Legal description of site:	Lot 1, Block A, Plan EPP41737 District Lot 753, Group 1, New Westminster Land District, & Blk B						
Current Zoning:	CD1	Proposed Zoning:	CD1				
Proposed Project (Describe):	111 unit rental building, broken down into two components, a six story element fronting Commercial Drive and a 3.5 story portion along East 18 <sup>th</sup> . On the west property along East 18 <sup>th</sup> adjacent to the 3.5 story building, a restored heritage building with 2 strata units and a rear infill townhouse with 2 strata units on a fee simple lot						

(Double click the checkbox)

Does the proposed project have new or replacement rental units?	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
Is this a proposed renovation of existing rental unit(s)?	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
If No to both, please skip to section B: Existing Rental Units	





Proposed rental units:

Unit Type	Number	Average Size	Size Range	Initial Average Rents	Initial Rent Range
Studio	39	417	383 - 440	1200	1100 - 1260
1 bed	32	561	442 - 647	1600	1260 - 1840
2 bed	26	748	626 - 871	2050	1750 - 2380
3 bed	14	951	875 - 1115	2500	2300 - 2900
Other:					
<b>Total</b>	<b>111</b>				

[Click Here to Insert New Row](#) (OR PRESS TAB)

B. Existing Rental Units:

Unit Type	Total Number	Number Currently Occupied
Studio	0	0
1 bed	0	0
2 bed	0	0
3 bed	3	3
Other e.g. 4 bed+, housekeeping or sleeping units:	1	1
<b>Total</b>	<b>4</b>	<b>4</b>

[Click Here to Insert New Row](#) (OR PRESS TAB)

C. Existing Tenants

Please provide a rent roll of the existing tenants on site.

Name	Unit#	Length of Tenancy(include start date here)	Bedroom Type	Size of Unit	Existing Rent
Line Richards	3365 Commercial Dr	19 years, start date unkown	3	1730	800
Mark O'Krafka & Carissa Roseborough	1695 18 <sup>th</sup> Ave East	34 months, April 02 2014	3	2152	600
Darrel Ekland & Jeffrey Lawton	1707 18 <sup>th</sup> Ave East	20 years, start date unkown	3	1704	800
Monique Summerfield	1775 18 <sup>th</sup> Ave East	2 months, Jan 01, 2017	4	2690	1000

Name	Unit#	Length of Tenancy(include start date here)	Bedroom Type	Size of Unit	Existing Rent

[Click Here to Insert New Row](#)

(OR PRESS TAB)



### Section 3: Draft Tenant Relocation Plan

Please complete the "Draft TRP Details" column in the following chart. The notes in the shaded column correspond to the expectations under the City's rental housing protection policies and indicate both minimum requirements and typical scenarios encountered. Staff will assess the proposed Tenant Relocation Plan and provide comments during the application phase.

Insert New Column

Relocation Plan Components	Draft TRP Details (to be completed with Rezoning or DE application submission)	City Staff Comments (to be completed during Application Review)	FINAL/REVISED TRP
	Feb 14 <sup>th</sup> , 2017	Date:	Date:
Describe existing project compared to new project	<ul style="list-style-type: none"> <li>4 Single Family houses ranging from 1700 sq ft to 2700 sq ft vs. New apartment building, 3.5 and 6 stories with 111 units</li> <li>Existing rents are 600, 800, 800 and 1000 vs. rent range from studio 1100 – 3 bedroom 2900</li> <li>Existing units are three 3 bedroom and one 4 bedroom vs. 39 studio, 32 one bed, 26 two bed and 14 three bed</li> </ul>	•	•
<b>2 Months' Free Rent</b> <ul style="list-style-type: none"> <li>For long-term tenants residing in the building more than 10 years, consider an additional month free rent.</li> </ul>	<ul style="list-style-type: none"> <li>Two long term residents 18+ yrs., will be given three months' rent.</li> <li>One tenant is \$5000 in arrears and will not be granted 2 months' rent.</li> <li>Most recently rented house, Jan 2017 was told there would be no financial compensation in regards to free rent as the redevelopment process</li> </ul>	•	•

Relocation Plan Components	Draft TRP Details (to be completed with Rezoning or DE application submission)	City Staff Comments (to be completed during Application Review)	FINAL/REVISED TRP
	Feb 14 <sup>th</sup> , 2017	Date:	Date:
	was underway and explained prior to beginning tenancy.		
<b>Notification</b> <ul style="list-style-type: none"> <li>A minimum of two months' notice to end tenancy must be provided.</li> <li>A longer time frame may be offered.</li> </ul>	<ul style="list-style-type: none"> <li>A minimum of 2 months' notice will be provided to residents</li> <li>If timeline certainty allows additional notice will be given</li> </ul>	•	•
<b>Moving Expenses</b> <ul style="list-style-type: none"> <li>A moving company may be hired by the applicant, with all arrangements and costs covered</li> <li>A flat rate of \$750 towards moving expenses and reconnection fees is acceptable.</li> </ul>	<ul style="list-style-type: none"> <li>A flat rate of \$750 will be provided to 3 tenants</li> <li>The tenant in arrears will not be provided a \$750 flat rate. Moving arrangements and costs will be their responsibility.</li> </ul>	•	•



Relocation Plan Components	Draft TRP Details (to be completed with Rezoning or DE application submission)	City Staff Comments (to be completed during Application Review)	FINAL/REVISED TRP
	Feb 14 <sup>th</sup> , 2017	Date:	Date:
<b>Assistance in Finding Alternate Accommodation</b> <ul style="list-style-type: none"> <li>Three options in Vancouver must be provided to the tenants, one of which must be in the same general area as their current home.</li> <li>Note for projects in the West End, <u>two</u> options should be provided in the same general area as their current home.</li> <li>All options must rent for no more than 10% above their current rental rate, unless otherwise agree to with the tenant (i.e. tenant may be looking for newer, bigger unit etc. and able to pay more for such).</li> </ul>	<ul style="list-style-type: none"> <li>Due to the rental rates with respect to the unit mix, size and property size there are no comparable options available in Vancouver</li> <li>The residents have been directly contacted and there future accommodation expectations have been noted.</li> <li>3365 Commercial Dr. Tenant looking for a 2 bedroom small dog friendly unit in New Westminster near skytrain at +40% current rent. Two options noted available on Craigslist Feb 07/2017.</li> <li>1695 East 18<sup>th</sup>. Tenant looking in other areas, Squamish, Pemberton for a 2 bedroom medium dog friendly unit at 40% current rent.</li> <li>1775 East 18<sup>th</sup>. Tenant will be looking in the same area of Vancouver for a 2 bedroom unit at +30% rent. We have several buildings in the area and will provide comparable options. Tenant is also</li> </ul>		<ul style="list-style-type: none"> <li></li> </ul>

Relocation Plan Components	Draft TRP Details (to be completed with Rezoning or DE application submission)	City Staff Comments (to be completed during Application Review)	FINAL/REVISED TRP
	Feb 14 <sup>th</sup> , 2017	Date:	Date:
	<p>interested in completed project, explained first right of refusal.</p> <ul style="list-style-type: none"> <li>1707 East 18<sup>th</sup> Tenants looking for a two bedroom apartment in East Vancouver, specifically Hastings Sunrise, or possibly South Vancouver. Expected rental rate to pay, \$1400. Pet friendly as they have a cat. There are several listed apartments meeting this criteria on Craigslist.</li> </ul>		



Relocation Plan Components	Draft TRP Details (to be completed with Rezoning or DE application submission)	City Staff Comments (to be completed during Application Review)	FINAL/REVISED TRP
	Feb 14 <sup>th</sup> , 2017	Date:	Date:
<b>First Right of Refusal</b> <ul style="list-style-type: none"> <li>Where starting rents are anticipated to be higher than what the tenant currently pays, a discount for any returning tenants should be offered. E.g. 20% off starting rents.</li> <li>In cases where starting rents are essentially on par with current rents, consider the current rent plus any allowable increases under the RTA during the period of construction as the proposed starting rent.</li> </ul>	<ul style="list-style-type: none"> <li>3365 Commercial and 1707 East 18<sup>th</sup> are not interested in coming back to the new development</li> <li>1695 East 18<sup>th</sup> and 1775 East 18<sup>th</sup> are interested in coming back</li> <li>As new rents will be higher, returning tenants will be offered a 20% discount.</li> </ul>	•	•
<b>Other</b> <ul style="list-style-type: none"> <li>Where a Building Manager is paying reduced rent in exchange for services, consider compensation at the same monthly rate as for a similar sized unit.</li> <li>Consideration for any additional compensation for long-term building residents who may require assistance in some form.</li> </ul>	<ul style="list-style-type: none"> <li>All units are single family houses, there are no building managers</li> <li>Only resident with some physical disability is not interested in coming back to new development</li> </ul>	•	•

**Click Here to Insert New Row**

(OR PRESS TAB)

<b>FOR OFFICE USE ONLY:</b>	
<b>Staff Comments:</b>	
<b>Final Tenant Relocation Plan Approval Date:</b>	
<b>Approved by:</b>	

DP 7 00181

Simplified checklist issued by Kane Consulting  
Issued on: 17-01-23

for Homes

## LEED for Homes Mid-rise Simplified Project Checklist

Builder Name: Cressey Development Group  
 Project Team Leader (if different): Nathan Gurvich  
 Home Address (Street/City/State): 3365 Commercial Drive, Vancouver

## Project Description

Building type: Mid-rise multi-family

# of stories: 6

# of units: 111

Avg. Home Size Adjustment: -10

## Adjusted Certification Thresholds

Certified: 35

Gold: 65

Silver: 50

Platinum: 80

## Project Point Total

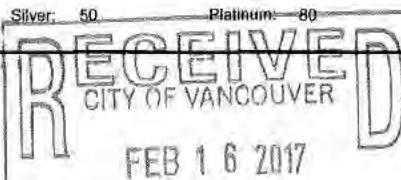
Targeted: 71.5

Maybe: 4

## Certification Level

Targeted: Gold

Points needed: 65



date last updated: 23-Jan-17

last updated by: Diana Klein

COMMUNITY SERVICES  
DEVELOPMENT SERVICES

Max

Pts

Preliminary

Project Points

Status

Innovation and Design Process (ID)		(No Minimum Points Required)		OR	Max	Y/Pts	?	No	Credit Status
1. Integrated Project Planning	1.1	Preliminary Rating			Prereq	Y			Ready for E3
	1.2	Energy Expertise for MID-RISE			Prereq	Y			Targeted
	1.3	Professional Credentialed with Respect to LEED for Homes			1	1	0	0	Targeted
	1.4	Design Charrette			1	1	0	0	Ready for E3
	1.5	Building Orientation for Solar Design			1	0	0	1	Not targeted
	1.6	Trades Training for MID-RISE			1	1	0	0	Targeted
2. Durability Management Process	2.1	Durability Planning			Prereq	Y			Targeted
	2.2	Durability Management			Prereq	Y			Targeted
	2.3	Third-Party Durability Management Verification			3	3	0	0	Targeted
3. Innovative or Regional Design	3.1	Innovation #1 ID ruling #2769 SSc7.1			1	1	0	0	Targeted
	3.2	Innovation #2 LEED ND SLL p1: smart location			1	1	0	0	Targeted
	3.3	Innovation #3 Enter innovation strategy			1	0	0	1	Not targeted
	3.4	Innovation #4 Enter innovation strategy			1	0	0	1	Not targeted
Sub-Total for ID Category:					11	8	0	3	
Location and Linkages (LL)		(No Minimum Points Required)		OR	Max	Y/Pts	?	No	Credit Status
1. LEED ND	1	LEED for Neighborhood Development		LL2-6	10	0	0	10	Not targeted
2. Site Selection	2	Site Selection			2	2	0	0	Targeted
3. Preferred Locations	3.1	Edge Development			1	0	0	1	Not targeted
	3.2	Infill		LL3.1	2	2	0	0	Targeted
	3.3	Brownfield Redevelopment for MID-RISE			1	0	1	0	Not Targeted
4. Infrastructure	4	Existing Infrastructure			1	1	0	0	Targeted
5. Community Resources/Transit	5.1	Basic Community Resources for MID-RISE			1	0	0	1	Not targeted
	5.2	Extensive Community Resources for MID-RISE		LL 5.1, 5.3	2	0	0	2	Not targeted
	5.3	Outstanding Community Resources for MID-RISE		LL 5.1, 5.2	3	3	0	0	Targeted
6. Access to Open Space	6	Access to Open Space			1	1	0	0	Targeted
Sub-Total for LL Category:					10	9	1	14	
Sustainable Sites (SS)		(Minimum of 5 SS Points Required)		OR	Max	Y/Pts	?	No	Credit Status
1. Site Stewardship	1.1	Erosion Controls During Construction			Prereq	Y			Targeted
	1.2	Minimize Disturbed Area of Site for MID-RISE			1	1	0	0	Targeted
2. Landscaping	2.1	No Invasive Plants			Prereq	Y			Targeted
	2.2	Basic Landscape Design	SS 2.5		1	1	0	0	Targeted
	2.3	Limit Conventional Turf for MID-RISE	SS 2.5		2	2	0	0	Targeted
	2.4	Drought Tolerant Plants for MID-RISE	SS 2.5		1	1	0	0	Targeted
	2.5	Reduce Overall Irrigation Demand by at Least 20% for MID-RISE			3	0	0	3	Not targeted
3. Local Heat Island Effects	3.1	Reduce Site Heat Island Effects for MID-RISE			1	1	0	0	Targeted
	3.2	Reduce Roof Heat Island Effects for MID-RISE			1	0	0	1	Not Targeted
4. Surface Water Management	4.1	Permeable Lot for MID-RISE			2	0	0	2	Not targeted
	4.2	Permanent Erosion Controls			1	1	0	0	Targeted
	4.3	Stormwater Quality Control for MID-RISE			2	0	0	2	Not targeted
5. Nontoxic Pest Control	5	Pest Control Alternatives			2	1	0	1	Targeted
6. Compact Development	6.1	Moderate Density for MID-RISE			2	0	0	2	Not targeted
	6.2	High Density for MID-RISE	SS 6.1, 6.3		3	0	0	3	Not targeted
	6.3	Very High Density for MID-RISE	SS 6.1, 6.2		4	4	0	0	Targeted
7. Alternative Transportation	7.1	Public Transit for MID-RISE			2	2	0	0	Targeted
	7.2	Bicycle Storage for MID-RISE			1	1	0	0	Targeted
	7.3	Parking Capacity/Low-Emitting Vehicles for MID-RISE			1	1	0	0	Targeted
Sub-Total for SS Category:					22	16	0	14	



Water Efficiency (WE)			(Minimum of 3 WE Points Required)	OR	Max	Y/Pts	?	No	Credit Status
1. Water Reuse	1.1	•	Water Reuse for MID-RISE		5	0	0	5	Not targeted
2. Irrigation System	2.1	•	High Efficiency Irrigation System for MID-RISE	WE 2.2	2	2	0	0	Targeted
	2.2	•	Reduce Overall Irrigation Demand by at least 45% for MID-RISE		2	0	0	2	Not targeted
3. Indoor Water Use	3.1		High-Efficiency Fixtures and Fittings		3	1	0	2	Targeted
	3.2		Very High Efficiency Fixtures and Fittings		6	4	0	2	Targeted
	3.3		Water Efficient Appliances for MID-RISE		2	2	0	0	Targeted
Sub-Total for WE Category:					15	9	0	11	
Energy and Atmosphere (EA)			(Minimum of 0 EA Points Required)	OR	Max	Y/Pts	?	No	Y/Pts
1. Optimize Energy Performance	1.1		Minimum Energy Performance for MID-RISE		Prereq	Y			Targeted
	1.2		Testing and Verification for MID-RISE		Prereq	Y			Targeted
	1.3		Optimize Energy Performance for MID-RISE		34	11	0	23	Targeted
7. Water Heating	7.1	•	Efficient Hot Water Distribution		2	0	0	2	Not targeted
	7.2		Pipe Insulation		1	0	0	1	Not targeted
11. Residential Refrigerant Management	11.1		Refrigerant Charge Test		Prereq	Y			Targeted
	11.2		Appropriate HVAC Refrigerants		1	1	0	0	Targeted
Sub-Total for EA Category:					38	12	0	26	
Materials and Resources (MR)			(Minimum of 2 MR Points Required)	OR	Max	Y/Pts	?	No	Credit Status
1. Material-Efficient Framing	1.1		Framing Order Waste Factor Limit		Prereq	Y			Targeted
	1.2		Detailed Framing Documents	MR 1.5	1	0	0	1	Not targeted
	1.3		Detailed Cut List and Lumber Order	MR 1.5	1	0	0	1	Not targeted
	1.4		Framing Efficiencies	MR 1.5	3	0	0	3	Not targeted
	1.5		Off-site Fabrication		4	0	0	4	Not targeted
2. Environmentally Preferable Products	2.1	•	FSC Certified Tropical Wood		Prereq	Y			Targeted
	2.2	•	Environmentally Preferable Products		8	5	0	3	Targeted
3. Waste Management	3.1		Construction Waste Management Planning		Prereq	Y			Targeted
	3.2		Construction Waste Reduction		3	1.5	1	0.5	Targeted
Sub-Total for MR Category:					16	6.5	1	12.5	
Indoor Environmental Quality (EQ)			(Minimum of 6 EQ Points Required)	OR	Max	Y/Pts	?	No	Credit Status
2. Combustion Venting	2		Basic Combustion Venting Measures		Prereq	Y			Targeted
3. Moisture Control	3		Moisture Load Control		1	0	0	1	Not targeted
4. Outdoor Air Ventilation	4.1	•	Basic Outdoor Air Ventilation for MID-RISE		Prereq	Y			Targeted
	4.2		Enhanced Outdoor Air Ventilation for MID-RISE		2	2	0	0	Targeted
	4.3		Third-Party Performance Testing for MID-RISE		1	1	0	0	Targeted
5. Local Exhaust	5.1	•	Basic Local Exhaust		Prereq	Y			Targeted
	5.2		Enhanced Local Exhaust		1	1	0	0	Targeted
	5.3		Third-Party Performance Testing		1	1	0	0	Targeted
6. Distribution of Space Heating and Cooling	6.1	•	Room-by-Room Load Calculations		Prereq	Y			Targeted
	6.2		Return Air Flow / Room by Room Controls		1	0	0	1	Not targeted
	6.3		Third-Party Performance Test / Multiple Zones		2	0	0	2	Not targeted
7. Air Filtering	7.1		Good Filters		Prereq	Y			Targeted
	7.2		Better Filters	EQ 7.3	1	0	0	1	Not targeted
	7.3		Best Filters		2	0	0	2	Not targeted
8. Contaminant Control	8.1	•	Indoor Contaminant Control during Construction		1	1	0	0	Targeted
	8.2		Indoor Contaminant Control for MID-RISE		2	0	0	2	Not targeted
	8.3		Preoccupancy Flush		1	1	0	0	Targeted
9. Radon Protection	9.1	•	Radon-Resistant Construction in High-Risk Areas		Prereq	Y			Targeted
	9.2	•	Radon-Resistant Construction in Moderate-Risk Areas		1	0	0	1	Not targeted
10. Garage Pollutant Protection	10.1		No HVAC in Garage for MID-RISE		Prereq	Y			Targeted
	10.2		Minimize Pollutants from Garage for MID-RISE	EQ10.3	2	2	0	0	Targeted
	10.3		Detached Garage or No Garage for MID-RISE		3	0	0	3	Not targeted
11. ETS Control	11		Environmental Tobacco Smoke Reduction for MID-RISE		1	0	1	0	Maybe
12. Compartmentalization of Units	12.1		Compartmentalization for Units		Prereq	Y			Targeted
	12.2		Enhanced Compartmentalization of Units		1	0	1	0	Maybe
Sub-Total for EQ Category:					21	9	2	13	
Awareness and Education (AE)			(Minimum of 0 AE Points Required)	OR	Max	Y/Pts	?	No	Credit Status
1. Education of the Homeowner or Tenant	1.1	•	Basic Operations Training		Prereq	Y			Targeted
	1.2	•	Enhanced Training		1	0	0	1	Not targeted
	1.3		Public Awareness		1	1	0	0	Targeted
2. Education of Building Manager	2	•	Education of Building Manager		1	1	0	0	Targeted
Sub-Total for AE Category:					3	2	0	1	

Notes: • means accountability form needs to be signed



## KANE CONSULTING



Date: 6 September 2016

Project: 3365 Commercial Street (@18<sup>th</sup>), Vancouver

Re: Sustainability/LEED Confirmation

To Whom It May Concern:

I, Diana, confirm that Kane Consulting have been retained for the duration of the project as the LEED Project Manager for 3365 Commercial St. I confirm that the following information is accurate to the best of my knowledge.

This project is pursuing US LEED for Homes Midrise Gold Certification. The project is registered with the US Green Building Council and has been assigned a USGBC Project ID #1000074834.

Accompanying this submission is an updated LEED Scorecard outlining how the proposed level of Certification will be achieved. The Scorecard shows the project has incorporated numerous sustainable strategies that are on target to achieve LEED Gold with 71.5 points (65 req'd to meet LEED Gold certification) including 11 Optimize Energy Performance Points (and meeting CoV requirement of 22% below ASHRAE 90.1 2010)), 5 Water Efficiency Points (1 req'd) and 1 Stormwater Point (from SS4 Surface Water Management – 1 req'd). Additional points are potentially available and will be confirmed, as the design is refined.

Please note that LEED Certification is only awarded through the US Green Building Council (USGBC) once construction is complete, all required documentation is submitted to the USGBC and the 3rd party review process approves all documentation necessary to award Certification.

Yours truly,

**Diana Klein**  
*P. Eng, LEED AP BD+C & Homes, CSBA*  
Project Manager  
**Kane Consulting Partnership**

1353B Pemberton Avenue,  
North Vancouver, BC V7P 2R6  
phone/cell: 604.992.5939  
email: diana@kane-consulting.ca  
www.kane-consulting.ca

1353B Pemberton Avenue, North Vancouver, BC V7P 2R6  
**604-924-0094**



**KANE CONSULTING**



6 September 2016  
**SUSTAINABILITY Features**

**DP 7 0 0 1 8 1**

Project: 3365 Commercial Street (@18<sup>th</sup>), Vancouver

The project sustainability goals are to provide a cost-effective high value development that meets or exceeds the City of Vancouver Green Building Strategy. Many of these features are a passive response to energy conservation, thermal comfort and protection or restoration of a more natural environment. The strategies being explored will be collaboratively developed through:

- An integrated design process
- Designing towards LEED Gold Certification
- Building simulations for energy analysis

A level of LEED Gold has been targeted with 71.5 points including 11 Energy Points\*, 1 or more Water Efficiency Point and 1 Stormwater Point (from SS4 Surface Water Management). Several more points are potentially available and will be confirmed, as the design is refined. The Project has been registered with the USGBC Project #1000074834.

Appended to this document and also included in our drawing set is the current LEED Scorecard. 71.5 credits have been targeted pre-construction, so that we have a reasonable buffer should any credits be lost over the course of construction. These strategies are consistent with the City of Vancouver Green Building Rezoning Policy. The final selection of targeted credits may be different than those indicated in the attached draft scorecard.

\*2 models will demonstrate energy performance:

- CoV requirement 22% below ASHRAE 90.1 2010
- LEED model to ASHRAE 90.1 2007

The following lists highlight the prominent sustainable features of the project:

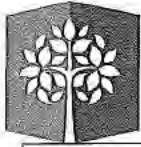
**SITE PLAN (showing landscaping)**

Sustainable Performance Features

- **LL2 to LL6 Location and Linkages**  
Walkable community development - easy access to community resources, infrastructure, open space & densification of previously developed land.
- **SS1.1 Erosion Controls During Construction**  
Implemented during demolition, site preparation & throughout construction.
- **SS2 Landscaping**  
Native, adaptive and drought tolerant plants, limited turf

1353B Pemberton Avenue, North Vancouver, BC V7P 2R6  
**604-924-0094**





## KANE CONSULTING

- **SS3 Reduce Heat Island Effects and SS4 Surface Water Management**

Landscaping & 100% parking underground to reduce heat island effect & minimize stormwater impact.

- **SS6 Compact Development**

Very high homes density

- **WE2 Irrigation System**

Planting and irrigation system designed to significantly reduce irrigation demand.

### PARKADE PLAN

#### Sustainable Performance Features

- **SS7.2 Bicycle Storage**

Significant bicycle storage for alternate transport

- **SS7.3 Alternative-fuel refueling stations**

- Electric vehicle (EV) charging for 20% of parking stalls
- EV charging for 50% of bicycle stalls (Parking Bylaw 6.3.21)

- **EQ10.2 Minimize Pollutants from garage**

- Elevator vestibule doors weather striped / closers
- Cracks & penetrations sealed
- Carbon monoxide detectors through the garage connected to exhaust fans

- **EA1 Optimize Energy Performance**

Mechanical room sized and located to accommodate future connection district heating

### ELEVATION or SECTION

#### Sustainable Performance Features

- **SS7.1 Public Transit**

The project location is situated on a main transit corridor served by rapid transit.

- **EA1 Optimize Energy Performance**

- Individual façade treatments as a response to solar exposure.
- Reduced Thermal Bridging
- Optimum glazing selection and placement for daylight & views

- **MR3 Waste Management**

Demolition & construction waste management plan implemented diverting over 75% of waste

1353B Pemberton Avenue, North Vancouver, BC V7P 2R6

604-924-0094



## SUITE LEVEL PLAN

### Sustainable Performance Features

- **WE3 Indoor Water Use**
  - Water efficient plumbing fixtures; toilets, showerheads, lavatory faucets.
  - Water efficient clothes washers & dishwashers
- **EA1 Optimize Energy Performance**
  - Modelled to be 22% below ASHRAE 90.1-2010 by 22% (LEED for Homes Midrise is modeled against ASHRAE 90.1-2007 and estimated to achieve a minimum of 11 points)
  - EnergyStar rated appliances: dishwasher, refrigerator, and clothes washer
  - Water/Energy Efficiency: Low-flow plumbing fixtures
  - HRV's considered for each suite
- **MR1 Material Efficient Framing**

Materials & framing designed optimally /efficiently to reduce material waste
- **MR2 Environmentally Preferable Products**
  - Many local and/or recycled materials
  - Low VOC Carpets, composite wood, paints & sealants
  - Use of fly ash to reduce CO2 footprint.

## ANOTHER SUITE LEVEL PLAN

### Sustainable Performance Features

- **EQ2 Combustion Venting**

No unvented combustion gas in suites
- **EQ4 Outdoor Air Ventilation**
  - ASHRAE 62.2-2007 met for all in-unit spaces
  - HRV's considered for each suite
- **EQ 5 Local Exhaust**

In-unit bathrooms and kitchens exhausted to meet ASHRAE 62.2-2007
- **EQ8 Contaminant Control**

Best practices including sealing all permanent ducts & vents during construction.
- **EQ12 Compartmentalization of Units**

Suite doors and windows weather-stripped & penetrations sealed



# Waste Control Services Inc.

**A Total Refuse and Recycling Company.**

5288 Still Creek Avenue  
Burnaby, B.C. V5C 4E4  
Tel: 604 986-9777 Fax: 604 986-5211  
Website: wastecontrolservices.com

February 15, 2017

Cressey Development Group  
200-555 West 8<sup>th</sup> Avenue,  
Vancouver, B.C. V5Z 1C6  
Phone: 604-895-0427  
Fax: 604-683-7690  
Cell: 604-649-3624



DP.7 00181

**Att: Nathan Gurvich / City of Vancouver**

**Re: 3365 Commercial Drive Vancouver BC**

Thank you for choosing Waste Control Services Inc. for your waste management needs. We are confident that you will be very satisfied with the services that we offer. With regards to the drawings for the location 3365 Commercial Drive submitted to Waste Control Services Inc. The space for garbage and recycling for the same location provides enough space for the required services. Waste Control Services Inc. can access below grade pickup with specifications provided.

If you have questions regarding 3365 Commercial Drive, please contact me at 604-230-7345.

As your needs change, we will be happy to help you evaluate those needs and offer you the services that will help you achieve your new goals. Again, thank you for choosing Waste Control Services Inc.

Sincerely,

Winston Leeson

[Winston@wastecontrolservices.com](mailto:Winston@wastecontrolservices.com)



DP.7 00181

PLANNING & DEVELOPMENT SERVICES  
Office of the Chief Building Official

For Part 3 Buildings - Attachment #1 to Bulletin 2015-002-AD/EL

**CHECKLIST FOR CLEARANCES FROM EXISTING BC HYDRO OVERHEAD DIELECTRIC LIQUID-FILLED TRANSFORMERS AND HIGH VOLTAGE CONDUCTORS TO BUILDINGS**

(To be submitted by an Electrical consultant responsible for the project)

Date: February 15, 2017

Project/Property Address: 3365 Commercial Drive, Vancouver, BC DB/DE/BU Permit: \_\_\_\_\_

**1. Rule 36-110 of the CE Code:**

Horizontal distance of BC Hydro overhead conductors

- (a) A newly constructed building or structure ☒
- (b) A building or structure that is subjected to Construction ☐  
(Construction means, with respect to a building: erection, alteration, enlargement, addition)
- (c) Is there a conflict of the clearance with CE Code Rule 36-110 in respect to (a) or (b)? ☐yes ☐no ☐n/a\*
- (d) If the answer to (c) is "yes", will the conductors be adequately relocated to meet the CE Code requirements, as described in Item #3 of this bulletin? ☐yes\*\* ☐no\*\*\*

**2. Rule 26-014 of the CE Code:**

Dielectric liquid filled transformers are located more than 6m from:

- (a) any combustible surface or material on a building ☐yes ☐no ☐n/a\*\*\*\*
- (b) any door or window ☐yes ☐no ☐n/a\*\*\*\*
- (c) any ventilation inlet or outlet ☐yes ☐no ☐n/a\*\*\*\*

The above stated transformer(s) is (are) located within 6m of any item listed in (a), (b) and (c) above; however, a non-combustible wall or barrier will be constructed between the transformer and that item. (a) ☐yes ☐no

(b) Compliance with above condition is not practicable, request for variance ☐yes\*\*\*\*\* ☐no ☐n/a

Consultant's Name Steven Nemetz, P.Eng. P.Eng.

Consultant's Signature  Company: Nemetz (S/A) & Associates Ltd.

E-mail: steven@nemetz.com (Affix Professional Stamp Here.) Telephone: 604-736-6562

Where the building permit is under the CP program, checklist shall be provided with the CP stamp as well.

**Notes:**

- \* - No BC Hydro overhead conductor is located in the proximity of the evaluated building.
- \*\* - If the answer to (d) is "yes", provide documented confirmation by BC Hydro.
- \*\*\* - If the answer to (d) is "no", no permit issuance shall be granted if the applicable requirements of Item #6 of this bulletin are not met.
- \*\*\*\* - No BC Hydro transformer is located in the proximity of the evaluated building.
- \*\*\*\*\* - Only applicable to Item #4 of this bulletin.

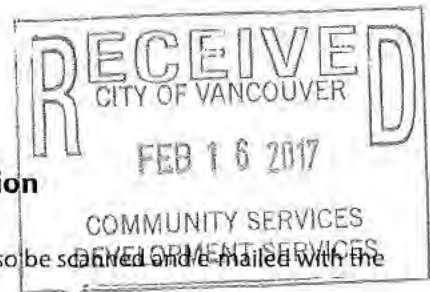
BC Hydro contact information: General Distribution voltage (&lt;34KV) safety or connection inquiries may be made to 1-877-520-1355.

General Transmission voltage (69KV to 500KV) safety inquiries and general property or right of way inquiries may be sent to [properties.helpdesk@bchydro.com](mailto:properties.helpdesk@bchydro.com) or you may contact the Property Rights Services department at 604-623-3637 or toll free 1-800-667-1517.City Hall, 453 West 12th Avenue, Vancouver, BC V5Y 1V4  
tel: 3-1-1, Outside Vancouver: 604.873.7000, website: [vancouver.ca](http://vancouver.ca)





## Site Profile Schedule 1 Contaminated Sites Regulation



This form may be sent to the Ministry of Environment by paper mail, fax, or courier. It may also be scanned and e-mailed with the applicable attachments (such as maps) to [siteprofiles@gov.bc.ca](mailto:siteprofiles@gov.bc.ca).

**Mail, Fax or Courier:** Director of Waste Management  
c/o Site Profile Administration  
Ministry of Environment  
#200 - 10470 - 152nd Street  
Surrey BC V3R 0Y3

Fax: (604) 584-9751

DP7 00181

For further information, please e-mail us at [site@gov.bc.ca](mailto:site@gov.bc.ca), or contact us by phone at (250) 387-4441.

### Introduction

Under section 40 of the *Environmental Management Act*, a person who knows or reasonably should know that a site has been used or is used for industrial or commercial purposes or activities must in certain circumstances provide a site profile.

Schedule 2 of the Contaminated Sites Regulation sets out the types of industrial or commercial purposes or activities to which site profile requirements apply.

*If section 40 of the Environmental Management Act applies to you and you know or reasonably should know that the site has been used or is used for one of the purposes or activities found in Schedule 2 of the Contaminated Sites Regulation, you may be required to complete the attached site profile.*

### Instructions

Persons preparing a site profile *must* complete Section I, II and III, answer all questions in sections IV through IX, and sign section XI. If the site profile is not satisfactorily completed, it will not be processed under the *Environmental Management Act* and the Contaminated Sites Regulation. Failure to complete the site profile satisfactorily may result in delays in approval of relevant applications and in the postponement of decisions respecting the property.

*The person completing this site profile is responsible for the accuracy of the answers. Questions must be answered to the best of your knowledge.*

Section 27 (1) of the *Freedom of Information and Protection of Privacy Act* requires that provision of personal information concerning an individual must be authorized by that individual. Persons completing the site profile on behalf of the site owner must be authorized by the site owner.

One (1) site profile may be completed for a site comprised of more than one titled or untitled parcel, but individual parcels must be identified.

The latitude and longitude (accurate to 0.5 of a second using North American Datum established in 1983) of the centre of the site must be provided. Also, please attach an accurate map, containing latitude, longitude and datum references, which shows the boundaries of the site in question. Please use the largest scale map available.

If the property is legally surveyed, titled and registered, then all PID numbers (Parcel Identifiers - Land Title Registry system) must be provided for *each* parcel as well as the appropriate legal description.

If the property is untitled Crown land (no PID number), then the appropriate PIN numbers (Parcel Identification Numbers - Crown Land registry system) for each parcel with the appropriate land description should be supplied.

If available, the Crown Land File Number for the site should also be supplied.

Anything submitted in relation to this site profile will become part of the public record and may be made available to the public through the Site Registry as established under the *Environmental Management Act*.

*Under section 43 of the Environmental Management Act*, corporate and personal information contained in the site profile may be made available to the public through the Site Registry. If you have questions concerning the collection of this information, contact the Site Registrar, at [site@gov.bc.ca](mailto:site@gov.bc.ca). For questions on site profiles, please send a message to [siteprofiles@gov.bc.ca](mailto:siteprofiles@gov.bc.ca).



## I. CONTACT IDENTIFICATION

### A. Name of Site Owner

Last Name

First Name

Middle Initial(s)

(and/or, if applicable)

Company

Cressey 18th Avenue Holdings LTD.

Owner's Civic Address

200 - 555 West 8th Ave

City

Vancouver

Province/State

BC

Country

Canada

Postal/Zip Code

V5Z 1C6

### B. Person Completing Site Profile (Leave blank if same as above):

Last Name

Nathan

First Name

Gurvich

Middle Initial(s)

N

(and/or, if applicable)

Company

Cressey (18th Avenue) Development LLP

### C. Person to Contact Regarding the Site Profile:

Last Name

Nathan

First Name

Gurvich

Middle Initial(s)

N

(and/or, if applicable)

Company

Cressey (18th Ave) Development LLP

Mailing Address

200 - 555 West 8th Ave

City

Vancouver

Province/State

BC

Country

Canada

Postal/Zip Code

V5Z 1C6

Telephone (###) ###-####

(604) 895-0427

Fax (###) ###-####

(604) 683-7690

## II. SITE IDENTIFICATION

Please attach a site map with your application

### All Property

Coordinates (using the North American Datum 1983 convention) for the centre of the site:

<b>Latitude</b>	Degrees	<input type="text" value="49"/>	Minutes	<input type="text" value="15"/>	Seconds	<input type="text" value="16.7"/>
-----------------	---------	---------------------------------	---------	---------------------------------	---------	-----------------------------------

<b>Longitude</b>	Degrees	<input type="text" value="-123"/>	Minutes	<input type="text" value="4"/>	Seconds	<input type="text" value="8.84"/>
------------------	---------	-----------------------------------	---------	--------------------------------	---------	-----------------------------------

Please attach a map of appropriate scale showing the boundaries of the site.

### For Legally Titled, Registered Property

Site Address (if applicable)

3365 Commercial Dr

City

Vancouver

Postal Code

V5N 4E5

PID numbers and associated legal descriptions.

PID	Legal Description	Add	Delete
029-970-342	LOT 1, BLOCK A, PLAN EPP41737, DISTRICT LOT 753, GROUP 1, NEW WESTMINSTER LAND DISTRICT, & BLK B	+	-

Total number of titled parcels represented by this site profile

1

### For Untitled Crown Land

PIN numbers and associated Land Description (if applicable).

PIN	Land Description	Add	Delete
		+	-

Total number of untitled crown land parcels represented by this site profile

(and, if available)

Crown Land File Numbers (comma separated)

### III. COMMERCIAL AND INDUSTRIAL PURPOSES OR ACTIVITIES

Please indicate below, in the format of the example provided, which of the industrial and commercial purposes and activities from Schedule 2 have occurred or are occurring on this site.

#### EXAMPLE

Schedule 2 Reference	Description
E1	appliance, equipment or engine repair, reconditioning, cleaning or salvage
F10	solvent manufacturing or wholesale bulk storage

Schedule 2 Reference	Description	Add	Delete
		+	-

### IV. AREAS OF POTENTIAL CONCERN

Is there currently or to the best of your knowledge has there previously been on the site any (please mark the appropriate column opposite the question):		YES	NO
A.	Petroleum, solvent or other polluting substance spills to the environment greater than 100 litres?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B.	Residue left after removal of piled materials such as chemicals, coal, ore, smelter slag, air quality control system baghouse dust?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C.	Discarded barrels, drums or tanks?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D.	Contamination resulting from migration of substances from other properties?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### V. FILL MATERIALS

Is there currently or to the best of your knowledge has there previously been on the site any deposit of (please mark the appropriate column opposite the question):		YES	NO
A.	Fill dirt, soil, gravel, sand or like materials from a contaminated site or from a source used for any of the activities listed under Schedule 2?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B.	Discarded or waste granular materials such as sand blasting grit, asphalt paving or roofing material, spent foundry casting sands, mine ore, waste rock or float?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C.	Dredged sediments, or sediments and debris materials originating from locations adjacent to foreshore industrial activities, or municipal sanitary or stormwater discharges?	<input type="checkbox"/>	<input checked="" type="checkbox"/>



## VI. WASTE DISPOSAL

Is there currently or to the best of your knowledge has there previously been on the site any landfilling, deposit, spillage or dumping of the following materials (please mark the appropriate column opposite the question):		YES	NO
A.	Materials such as household garbage, mixed municipal refuse, or demolition debris?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B.	Waste or byproducts such as tank bottoms, residues, sludge, or flocculation precipitates from industrial processes or wastewater treatment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C.	Waste products from smelting or mining activities, such as smelter slag, mine tailings, or cull materials from coal processing?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D.	Waste products from natural gas and oil well drilling activities, such as drilling fluids and muds?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E.	Waste products from photographic developing or finishing laboratories; asphalt tar manufacturing; boilers, incinerators or other thermal facilities (e.g. ash); appliance, small equipment or engine repair or salvage; dry cleaning operations (e.g. solvents); or from the cleaning or repair of parts of boats, ships, barges, automobiles or trucks, including sandblasting grit or paint scrapings?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## I. TANKS OR CONTAINERS USED OR STORED, OTHER THAN TANKS USED FOR RESIDENTIAL HEATING FUEL

Are there currently or to the best of your knowledge have there been previously on the site any (please mark the appropriate column opposite the question):		YES	NO
A.	Underground fuel or chemical storage tanks other than storage tanks for compressed gases?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B.	Above ground fuel or chemical storage tanks other than storage tanks for compressed gases?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## VIII. HAZARDOUS WASTES OR HAZARDOUS SUBSTANCES

Are there currently or to the best of your knowledge have there been previously on the site any (please mark the appropriate column opposite the question):		YES	NO
A.	PCB-containing electrical transformers or capacitors either at grade, attached above ground to poles, located within buildings, or stored?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B.	Waste asbestos or asbestos containing materials such as pipe wrapping, blown-in insulation or panelling buried?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C.	Paints, solvents, mineral spirits or waste pest control products or pest control product containers stored in volumes greater than 205 litres?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## IX. LEGAL OR REGULATORY ACTIONS OR CONSTRAINTS

To the best of your knowledge are there currently any of the following pertaining to the site (please mark the appropriate column opposite the question):		YES	NO
A.	Government orders or other notifications pertaining to environmental conditions or quality of soil, water, groundwater or other environmental media?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B.	Liens to recover costs, restrictive covenants on land use, or other charges or encumbrances, stemming from contaminants or wastes remaining onsite or from other environmental conditions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C.	Government notifications relating to past or recurring environmental violations at the site or any facility located on the site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## X. ADDITIONAL COMMENTS AND EXPLANATIONS

(Note 1: Please list any past or present government orders, permits, approvals, certificates and notifications pertaining to the environmental condition, use or quality of soil, surface water, groundwater or biota at the site.

Note 2: If completed by a consultant, receiver or trustee, please indicate the type and degree of access to information used to complete this site profile. Attach extra pages, if necessary):

## XI. SIGNATURES

The person completing the site profile states that the above information is true based on the person's current knowledge as of the date completed.

Signature

→ OR: ☒ By checking this box, I declare that the information contained in this form is complete and accurate information.

Date Signed (MMM/DD/YY)

02/14/2017

## OFFICIAL USE

Reason for submission *(Please check one or more of the following)*

☐ Soil removal

☐ Development permit

☒ Subdivision application

☐ Variance permit

☐ Zoning application

☐ Demolition permit

Local Government contact:

Name

Agency

Address

Telephone (###) ###-####

Fax (###) ###-####

E-mail

Date Received (YYYY-MM-DD)

Date Submitted to Site Registrar (YYYY-MM-DD)

Date forwarded to Director of Waste Management: (YYYY-MM-DD)



**TITLE SEARCH PRINT**

File Reference: 13260-0299

2017-02-07, 16:48:16

Requestor: Joanne Petittlerc

**\*\*CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN\*\*****Title Issued Under**

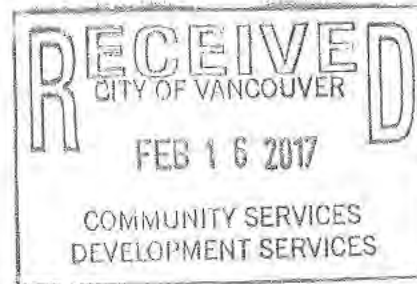
SECTION 98 LAND TITLE ACT

**Land Title District**

Land Title Office

VANCOUVER  
VANCOUVER**Title Number**

From Title Number

CA5584924  
CA3128083  
CA3545798  
CA3551475  
CA3560854  
CA5584923**Application Received**

2016-10-19

**DP 7 00181****Application Entered**

2016-11-02

**Registered Owner in Fee Simple**

Registered Owner/Mailing Address:

CRESSEY 18TH AVENUE HOLDINGS LTD., INC.NO. BC0969486  
200 - 555 WEST 8TH AVENUE  
VANCOUVER, BC  
V5Z 1C6**Taxation Authority**

CITY OF VANCOUVER

**Description of Land**

Parcel Identifier:

029-970-342

Legal Description:

LOT 1 BLOCKS A AND B DISTRICT LOT 753 GROUP 1  
NEW WESTMINSTER DISTRICT  
PLAN EPP41737**Legal Notations**NOTICE OF INTEREST, BUILDERS LIEN ACT (S.3(2)), SEE CA3563961  
FILED 2014-01-24NOTICE OF HERITAGE DESIGNATION BYLAW, VANCOUVER CHARTER, SECTION 593,  
SEE CA5570405

HOUSING AGREEMENT, VANCOUVER CHARTER, S. 565.2, SEE CA5584930

**TITLE SEARCH PRINT**

File Reference: 13260-0299

2017-02-07, 16:48:16

Requestor: Joanne Petitclerc

HERETO ANNEXED EASEMENT 72616M OVER THE WEST 12 FEET OF LOT  
3, BLOCK A, PLAN 1795

**Charges, Liens and Interests**

Nature: EASEMENT  
Registration Number: 72616M  
Registration Date and Time: 1946-11-27 14:56  
Remarks: WEST 12 FEET APPURTENANT TO LOT 4, PLAN 8865  
PART FORMERLY LOT 3 PLAN 1795 EXCEPT: THE SOUTH 7  
FEET

Nature: COVENANT  
Registration Number: CA5584925  
Registration Date and Time: 2016-10-19 11:45  
Registered Owner: CITY OF VANCOUVER  
INCORPORATION NO. N/A

Nature: STATUTORY RIGHT OF WAY  
Registration Number: CA5584926  
Registration Date and Time: 2016-10-19 11:45  
Registered Owner: CITY OF VANCOUVER  
INCORPORATION NO. N/A

Nature: STATUTORY RIGHT OF WAY  
Registration Number: CA5584927  
Registration Date and Time: 2016-10-19 11:45  
Registered Owner: CITY OF VANCOUVER  
INCORPORATION NO. N/A

Nature: COVENANT  
Registration Number: CA5584928  
Registration Date and Time: 2016-10-19 11:45  
Registered Owner: CITY OF VANCOUVER  
INCORPORATION NO. N/A

Nature: EQUITABLE CHARGE  
Registration Number: CA5584929  
Registration Date and Time: 2016-10-19 11:45  
Registered Owner: CITY OF VANCOUVER  
INCORPORATION NO. N/A

Nature: COVENANT  
Registration Number: CA5584931  
Registration Date and Time: 2016-10-19 11:45  
Registered Owner: CITY OF VANCOUVER  
INCORPORATION NO. N/A

**TITLE SEARCH PRINT**

File Reference: 13260-0299

2017-02-07, 16:48:16  
Requestor: Joanne Petitclerc

Nature: STATUTORY RIGHT OF WAY  
Registration Number: CA5584932  
Registration Date and Time: 2016-10-19 11:45  
Registered Owner: CITY OF VANCOUVER  
INCORPORATION NO. N/A

Nature: COVENANT  
Registration Number: CA5584933  
Registration Date and Time: 2016-10-19 11:45  
Registered Owner: CITY OF VANCOUVER  
INCORPORATION NO. N/A

Nature: COVENANT  
Registration Number: CA5584934  
Registration Date and Time: 2016-10-19 11:45  
Registered Owner: CITY OF VANCOUVER  
INCORPORATION NO. N/A

Nature: COVENANT  
Registration Number: CA5584935  
Registration Date and Time: 2016-10-19 11:45  
Registered Owner: CITY OF VANCOUVER  
INCORPORATION NO. N/A

Nature: COVENANT  
Registration Number: CA5584936  
Registration Date and Time: 2016-10-19 11:45  
Registered Owner: CITY OF VANCOUVER  
INCORPORATION NO. N/A

Nature: STATUTORY RIGHT OF WAY  
Registration Number: CA5584937  
Registration Date and Time: 2016-10-19 11:45  
Registered Owner: CITY OF VANCOUVER  
INCORPORATION NO. N/A

Nature: EQUITABLE CHARGE  
Registration Number: CA5584938  
Registration Date and Time: 2016-10-19 11:45  
Registered Owner: CITY OF VANCOUVER  
INCORPORATION NO. N/A

**Duplicate Indefeasible Title**

NONE OUTSTANDING

**Transfers**

NONE

**TITLE SEARCH PRINT**

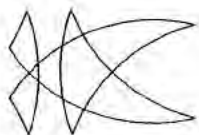
File Reference: 13260-0299

2017-02-07, 16:48:16

Requestor: Joanne Petitclerc

**Pending Applications**

NONE



**Brown Strachan Associates**  
**Consulting Engineers in Acoustics**



Project: 806.161

December 16, 2016

Cressey (18th Ave.) Development LLP  
200 - 555 West 8th Avenue  
Vancouver, BC V5Z 1C6

**DP 7 0 0 1 8 1**

Attention: Mr. Nathan Gurvich, Development Manager

Dear Mr. Gurvich:

Re: 3365 Commercial Drive, Vancouver

Further to your email of 16 December 2016, we have reviewed the project drawings and confirm that the proposed residential development at 3365 Commercial Drive can be designed to meet the City's standard interior noise level design criteria, without changes to the architectural design.

The City's design criteria are specified in section Acoustics of the draft CD-1 By-law provisions for this site (prints appended). Where our evaluation indicates acoustical facade upgrades are necessary to meet the City's design criteria, recommended upgrades will be limited to facade details only, e.g. glazing types, etc.

We are in the process of collecting data for our acoustical report, which is normally completed on receipt of the prior-to conditions.

Please call if you have any questions.

Yours very truly,

BROWN STRACHAN ASSOCIATES

Andrew R. Fawcett, Eng.L., ASCT.

Encl. ARF/II/16Dec/Cressey.let







POLICY REPORT  
DEVELOPMENT AND BUILDING

Report Date: April 11, 2016  
Contact: Kent Munro  
Contact No.: 604.873.7135  
RTS No.: 11360  
VanRIMS No.: 08-2000-20  
Meeting Date: April 19, 2016

TO: Vancouver City Council

FROM: Acting General Manager of Planning and Development Services

SUBJECT: CD-1 Rezoning - 3365 Commercial Drive and 1695-1775 East 18th Avenue

RECOMMENDATION

- A. THAT the application by Cressey 18th Avenue Holdings Ltd. (Inc. No. 0969486), to rezone 3365 Commercial Drive [Lot 4, Blocks A and B, District Lot 753, Plan 8865; PID: 009-908-056], 1695 East 18th Avenue [Lot 5, Blocks A and B, District Lot 753, Plan 8865; PID: 009-649-123], 1707 East 18th Avenue [Lot 3 Except the South 7 feet, Now Road Block A, District Lot 753, Plan 1795; PID: 014-282-810], and 1775 East 18th Avenue [Lot 1, Block A, District Lot 753, Plan 1795; PID: 005-338-115], together with City-owned land at 1733 East 18th Avenue [Lot 2, Block A, District Lot 753, Plan 1795; PID: 009-908-200], from RS-2 (Residential) District to CD-1 (Comprehensive Development) District to among other things, increase the floor space ratio (FSR) to 2.40 to permit the construction of a 3½- to six-storey residential building containing 110 secured for profit affordable rental units, and to restore, rehabilitate and designate the exterior of a heritage building known as the Myers Residence on the westerly portion of the site into two strata residential units adjacent to a new two-unit strata infill building, be referred to a Public Hearing together with:
- (i) plans prepared by Yamamoto Architecture Inc., received on March 12, 2015, with amendments received on December 2, 2015;
  - (ii) draft CD-1 By-law generally as presented in Appendix A; and
  - (iii) the recommendation of the Acting General Manager of Planning and Development Services to approve the application, subject to conditions contained in Appendix B;

P.T.O for City's  
interior noise level  
design criteria.

FURTHER THAT THE Director of Legal Services be instructed to prepare the necessary CD-1 By-law in accordance with Appendix A for consideration at the Public Hearing.

8.6 A habitable room referred to in section 8.1 does not include:

- (a) a bathroom; or
- (b) a kitchen whose floor area is the lesser of:
  - (i) 10% or less of the total floor area of the dwelling unit, or
  - (ii) 9.3 m<sup>2</sup>.

**Acoustics**

9. A development permit application will require evidence in the form of a report and recommendations prepared by a person trained in acoustics and current techniques of noise measurement, demonstrating that the noise levels in those portions of dwelling units listed below do not exceed the noise level set opposite such portions. For the purposes of this section, the noise level is the A-weighted 24-hour equivalent (Leq) sound level and is defined simply as noise level in decibels.

Portions of dwelling units	Noise levels (Decibels)
Bedrooms	35
Living, dining, recreation rooms	40
kitchen, bathrooms, hallways	45

\*\*\*\*\*



**From:** "Stanford, Carl" <Carl.Stanford@vancouver.ca>  
**To:** "Smaldino, Mario" <Mario.Smaldino@vancouver.ca>  
**CC:** "Nedyalkova, Tsvetanka" <Tsvetanka.Nedyalkova@vancouver.ca>  
"Autiero, David" <david.autiero@vancouver.ca>  
grnmac@shaw.ca

**Date:** 6/20/2018 3:04:33 PM

**Subject:** 1771 E 18th Avenue (3365 Comm Drive): DP-2017-00181/BP-2017-05913

**Attachments:** Shoring Plan Partial.JPG  
Old Stream location.JPG  
Shoring Elev & Section partial.JPG

Re: 1771 E 18th Avenue

To: Mario Smaldino, District Building Inspector, Building Inspections Branch (604-873-7911)

Hi Mario,

In the interest of due we wanted to make you aware that we received a request from a member of the public s.22(1) both located at s.22(1) to view the stage 1 building permit drawings for BP-2017-05913, 1771 E 18th Avenue.

During the course of this appointment they expressed concern about the lack of clarity from the developer with regard to the treatment of the western boundary alongside their property and concerns about potential collapse. They also expressed concerns about the treatment of an existing culvert on site as well as the erosion/ sediment control plan. These concerns were originally addressed to the Director of Planning Gill Kelly (see below) s.22(1)

I communicated these concerns to the developer Cressey to gather information, and they noted that my project facilitator role does not extend to property to property negotiations. They did state they had issued drawings to the neighbor via email however the neighbor said they had not received these. I also reached out to the Coordinating professional for the BP but have not received a response Tavis McAuley DBA: B.R. Thorson Consulting Ltd (778) 834-6569. I wanted to make you aware of this issue and defer to your judgment on these matters.

Regards,

Carl Stanford | Project Facilitator

CITY OF VANCOUVER | Development, Buildings & Licensing  
515 W 10th Ave, Vancouver, BC V5Z 4A8  
Tel | 604-871-6796  
Email | carl.stanford@vancouver.ca

WARNING: This e-mail transmission, and any documents, files or previous e-mails attached to it, may contain confidential and/or proprietary information. If you are not the intended recipient or the person responsible for delivering it to the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of any of the information contained in or attached to this transmission is STRICTLY PROHIBITED. If you have received this transmission in error, please immediately notify the sender by telephone at 604.871-6796 and destroy the original transmission and its attachments without reading them.

**From:** Stanford, Carl  
**Sent:** Friday, June 15, 2018 5:41 PM  
**To:** s.22(1)  
**Cc:** McKinlay, Kirsten; Elford, Douglas; Nedyalkova, Tsvetanka; Tsang-Trinaistich, Templar; Autiero, David  
**Subject:** 1771 E 18th Avenue (3365 Comm Drive): DP-2017-00181/BP-2017-05913

Dear s.22(1)

It was a pleasure talking with you and thank you for your phone calls and email. As discussed s.22(1) so did not have a chance to respond to your query. The development permit drawings (reference DP-  
s.22(1) FOI 2020-335 & 2020-337 - Package 2 of 2 - Page 174 of 397



2017-00181 ) do not show the boundary treatment to the level of detail required to address your concern. Typically this level of information would be indicated on the stage 1 building permit applications drawings (reference BP-2017-05913). However as this project is utilizing the coordinating professional BP process, the drawing files were not yet accessible on the Citys POSSE software and hard copies of the drawings had to be requested to be available for your review.

On the other question, there was no development permit board meeting for this project as this project was a 'Director of Planning process' decision which is a different processing stream to the DP board. There was also no open house meeting. Open house meetings at development permit stage are not typically held for projects that have proceeded from a rezoning open house meeting within six months. However 'City of Vancouver Project Facilitators' assigned to projects such as this can liaise with the public on concerns related to permit issues. They can be reached at details provided on the site sign, on the postcards issued to property owners and online details. Adjoining property owner boundary issues are more complicated issues that can go beyond our remit (dependent on details) but we're happy to assist the public where so ever reasonable.

We will forward you an appointment for viewing the stage 1 BP drawings following this email. The coordinating professional for this project Tavis McAuley from B.R. Thorson Consulting Ltd. (778 834-6569) has been contacted about this issue as has Nathan Gurvich of Cressey.

I hope this is helpful and look forward to meeting with you.

Regards,

Carl Stanford | Project Facilitator

**CITY OF VANCOUVER** | Development, Buildings & Licensing  
515 W 10th Ave, Vancouver, BC V5Z 4A8  
Tel | 604-871-6796  
Email | [carl.stanford@vancouver.ca](mailto:carl.stanford@vancouver.ca)

WARNING: This e-mail transmission, and any documents, files or previous e-mails attached to it, may contain confidential and/or proprietary information. If you are not the intended recipient or the person responsible for delivering it to the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of any of the information contained in or attached to this transmission is STRICTLY PROHIBITED. If you have received this transmission in error, please immediately notify the sender by telephone at 604.871-6796 and destroy the original transmission and its attachments without reading them.

**From:** s.22(1)  
**Date:** June 13, 2018 at 11:03:38 AM PDT  
**To:** Gil Kelley <[gil.kelley@vancouver.ca](mailto:gil.kelley@vancouver.ca)>  
**Subject:** Fw: DP 2017-00181 3365 Commercial Drive

Hello Mr. Kelley

I appreciate that you are very busy. I contacted your planning department staff, but have had no answer from them. I hope you can help me to look at the Plans approved by the City for the retaining wall at 1695 East 18th Avenue. This wall is s.22(1). This is quite urgent because the contractor s.22(1) s.22(1).

The City did not have a Development Permit Board meeting on this project s.22(1) I was not given the opportunity to discuss my concerns about this project.

Can you please help me see the City approved Plan s.22(1) s.22(1)

Thank you.  
s.22(1)

s.22(1)





**11 - W18x46  
Soldier Piles  
~40' Deep**

SOLDIER PILES  
W 18x46  
SPACED @ 8' O/C

WALKER  
HP 10x57 GRADE 350W

**8 - 4" Pipe Piles  
~10.5' Deep**

EX. HOUSE

**7 - 4" Pipe Piles  
~15' Deep**

CONTINUOUS REINFORCED  
CONCRETE BEAM 4'x10'

RAKERS  
HSS 8 x 8 x 0.375  
SPACED @ 12'

EXISTING PARKADE ELEVATION  
134.91 (41.13m)









**Certified Professional Program - Development Permit Confirmation Letter**

Name of CP: Tavis McAuley, Architect AIBC, CP Project Address: 1771 East 18th Ave  
Building Permit# BP-2017-05913 Development Permit # DE-2017-00181  
Stage: 2

I, Tavis McAuley, hereby confirm that the drawings submitted for this stage of construction under the above noted Building Permit substantially comply with Development Permit drawings as issued. I also confirm that I understand this project may be audited by City staff for compliance with the Development Permit.

Signed by: TAVIS YAMAMOTO  
CRP/Architect of Record

Date: JUNE 19, 2018

Firm: YAMAMOTO ARCHITECTURE

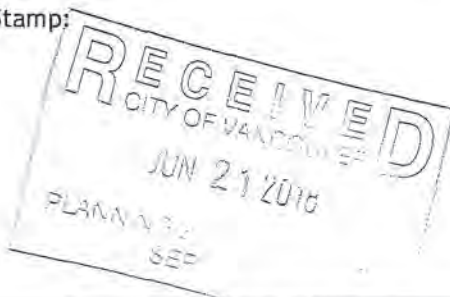
Professional Seal:



As submitted by: Tavis McAuley, Architect AIBC, CP  
Certified Professional

Date: June 18, 2018

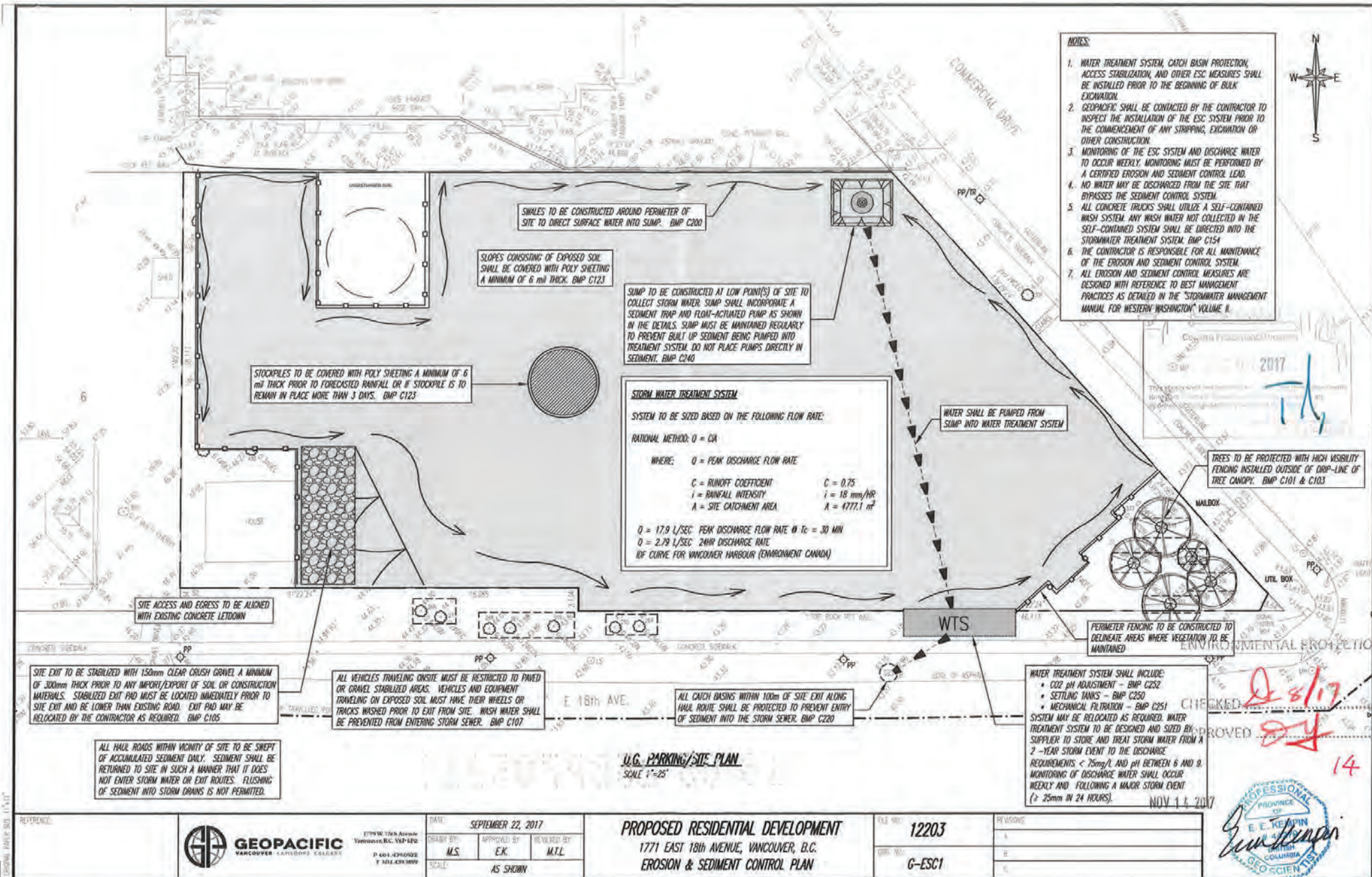
Certified Professional Stamp:



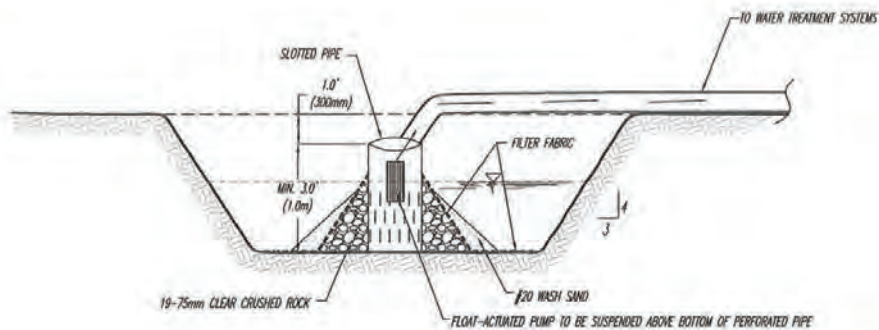
revised March 19, 2018



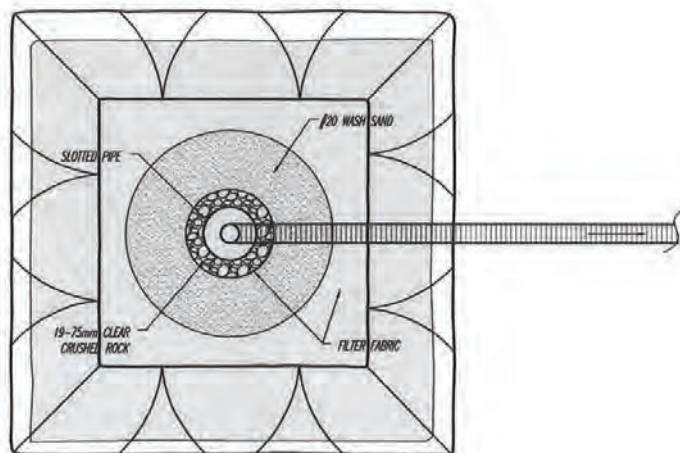






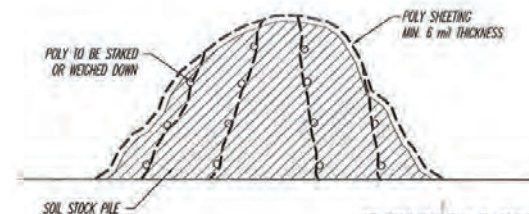


TYPICAL CROSS SECTION



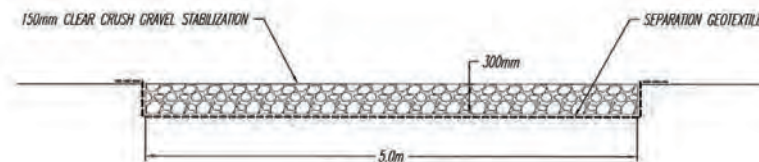
TYPICAL PLAN VIEW

SUMP WITH SEDIMENT TRAP - BMP C240  
N.T.S.



PLASTIC SHEETING - BMP C123  
N.T.S.

SOIL STOCK PILES SHALL BE PROTECTED WITH POLY SHEETING TO PREVENT EROSION.



GEOTEXTILE SEPARATION SPECS

GRAB TENSILE STRENGTH (ASTM D4751)	200psi MIN.
GRAB TENSILE ELONGATION (ASTM D4632)	30% MAX.
MULLEN BURST STRENGTH (ASTM D3786 - 80A)	400psi MIN.
AVERAGE OPENING SIZE (ASTM D4751)	20 - 45 (U.S. STANDARD SIZE)

STABILIZED CONSTRUCTION ENTRANCE/EXIT - BMP C105  
SCALE = 1:50



**GEOPACIFIC**  
VANCOUVER · CALGARY · EDMONTON

1774 W 72nd Avenue  
Vancouver, B.C. V6P 4P2  
P: 604.435.9922  
F: 604.435.9909

DATE: SEPTEMBER 22, 2017

DRAWN BY: M.S.

APPROVED BY: E.K.

REVIEWED BY: M.T.L.

SCALE: AS SHOWN

**PROPOSED RESIDENTIAL DEVELOPMENT**  
1771 EAST 18th AVENUE, VANCOUVER, B.C.  
EROSION AND SEDIMENT CONTROL DETAILS

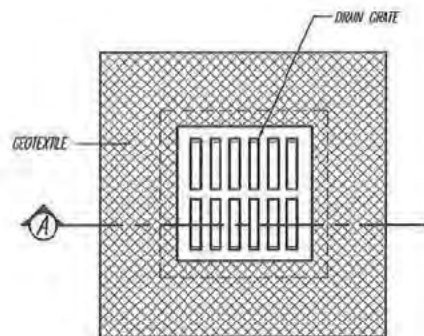
PROJECT: 12203

DATE: G-ESC2

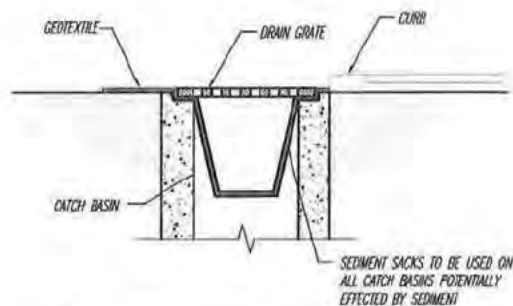
REVISIONS:

NOV 14 2017



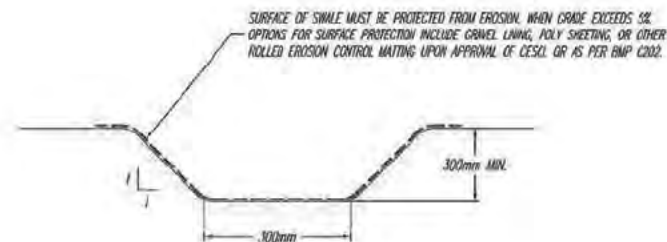


**CATCH BASIN SEDIMENT SOCK DETAIL - BMP C220**  
N.T.S.



- SEDIMENT TO BE REMOVED FROM SACKS AFTER EACH MAJOR STORM
- CATCH BASIN DONUTS ARE NOT PERMITTED

**SECTION A**  
N.T.S.



**INTERCEPTOR SWALE DETAIL - BMP C200**  
N.T.S.

- DURING ARID PERIODS OR DURING TIMES OF HIGH TRAFFIC OVER EXPOSED SOILS USE NATURAL OR ARTIFICIAL WIND BREAKS OR SCREEN.
- SPRINKLE WATER ON SITE UNTIL SURFACE SOILS ARE WETTED.
- SPRAY EXPOSED SOIL WITH DUST PALLIATIVE FOLLOWING MANUFACTURER'S INSTRUCTION.

**DUST CONTROL - BMP C140**  
N.T.S.

NOV 14 2017



**GEOPACIFIC**  
VANCOUVER VANCOUVER SITE SUPPLY

1771 W 75th Avenue  
Vancouver, B.C. V6P 4P2  
P: 604.270.7777  
F: 604.270.7777

DATE:	SEPTEMBER 22, 2017		
DRAWN BY:	M.S.	APPROVED BY:	E.K.
DESIGNED BY:		REVIEWED BY:	M.L.L.
SCALE:	AS SHOWN		

**PROPOSED RESIDENTIAL DEVELOPMENT**  
1771 EAST 18th AVENUE, VANCOUVER, B.C.  
**EROSION AND SEDIMENT CONTROL DETAILS**

12203

G-ESC3





## EROSION SEDIMENT CONTROL CRITERIA

### 1. Sediment Control

- 1.1 All work for the project shall be undertaken and completed in such a manner as to prevent the release of sediment laden water into any watercourse, storm sewer or drainage system. Sewer and Watercourse Bylaw No. 8093.
- 1.2 The erosion and sediment control works shall remain in place and shall be maintained until approval is received in writing from the City of Vancouver Environmental Protection Branch.
- 1.3 No sediment laden water from the work site shall be pumped or otherwise discharged directly to a storm sewer, water course, or other drainage system in such a manner as to bypass the sediment control system.

### 2. Inspection

- 2.1 Once the erosion and sediment control works have been completed, and before the start of any other on-site construction, the erosion and sediment control works shall be inspected by GeoPacific Consultants Ltd. to ensure that they are installed and constructed in accordance with the approved drawings. Any deficiencies in the sediment control works shall be corrected, before proceeding with any other on-site construction.
- 2.2 Throughout the duration of the project weekly inspections shall be conducted by a qualified professional (QP) during the wet season (Oct-Apr) and bi-weekly during the dry season (May-Sept). Inspections will verify that all component parts of the erosion and sediment control system are functioning properly. The QP will ensure reports are submitted to the City of Vancouver Environmental Protection Branch.
- 2.3 Daily inspections of the erosion and sediment control system are to be carried out by the Contractor, or properly designated representative, to ensure that all components of the erosion and sediment control system are functioning.

### 3. Monitoring and Sampling

All monitoring and sampling is to be performed by GeoPacific Consultants Ltd. Discharge water Total Suspended Solids (TSS) not to exceed 75 mg/L and to have a pH between 6.0 - 9.0.

- 3.1. Samples will be submitted for laboratory analysis if field testing results exceed the Trigger Value of 45 nephelometric turbidity units (NTU) or at the discretion of the QP. All samples requiring laboratory analysis shall be collected in approved sample bottles and sent to a laboratory for TSS analysis.
- 3.2. If the field measurements exceed the Trigger Value of 45 NTU or if the pH is less than 6.0 or greater than 9.0, the Contractor must cease discharge until appropriate remedial measures have been undertaken.
- 3.3. Water samples shall be taken at the discharge point for the sediment control works:
  - 3.3.1. Weekly during the wet season (Oct-Apr)
  - 3.3.2. Bi-weekly during the dry season (May-Sept)
  - 3.3.3. During or immediately after a significant rainfall event (>25 mm in 24 hours)
- 3.4. Templated report submission must occur with 48 hours of the monitoring event for sites which are out of compliance and within 7 days of the monitoring event for sites which are in compliance. If laboratory analysis is required the analytical results must be submitted within 7 calendar days. Reports to be submitted by the QP to: [environmentalprotection@vancouver.ca](mailto:environmentalprotection@vancouver.ca).
- 3.5 No changes to the water treatment system are to be made without the City's Environmental Protection written approval. A site inspection by the Environmental Protection Branch may be required prior to approval.

### 4. Maintenance

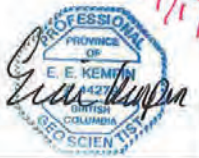
- 4.1. Should any part of the erosion and sediment control works become damaged, blocked or in any other way not function properly than the Contractor shall take all steps necessary to repair and/or remove such damage, blockage, or other cause of malfunction as soon as practically possible.
- 4.2. Accumulated sediment removed during the maintenance of treatment works shall be disposed of in such a manner as to prevent it's re-entry into the site drainage system, and/or into any storm sewer system or watercourse.

### 5. Enforcement

- 5.1. Failure to implement an Erosion Sediment Control Plan or comply with Bulletin 2002-003-EV may result in a Stop Work Order or other legal action under the Sewer and Watercourse Bylaw #8093.
- 5.2. Federal environmental offences are strict liability offences and can result in fines and/or incarceration.



17/17



**GEOPACIFIC**  
VANCOUVER WORLDWIDE CONSULTANTS

1771 18th Avenue  
Vancouver, B.C. V6L 1A2  
Tel: 604.681.8888  
Fax: 604.681.8889

SEPTEMBER 22, 2017			
DRAWN BY	APPROVED BY	REVIEWED BY	
M.S.	E.K.	M.T.L.	
AS SHOWN			

**PROPOSED RESIDENTIAL DEVELOPMENT**  
1771 EAST 18th AVENUE, VANCOUVER, B.C.  
**EROSION AND SEDIMENT CONTROL SPECIFICATION**

FILE NO.	12203	REVISED	NOV 14 2017
DATE			
BY			
DATE			

File No.: LS-16-02324-004

November 3, 2016

## MEMORANDUM

By Email

**To:** James Boldt, Heritage Planner - Heritage Group

**cc:** Marie Linehan, Development Planner - Urban Development  
Yardley McNeill, Senior Planner - Vancouver-Midtown

**From:** Heidi Granger, Solicitor, Law Department

**Subject:** Cressey 18<sup>th</sup> Avenue Holdings Ltd. - Heritage Restoration Covenant  
Myers House - 3365 Commercial Drive, Vancouver, BC (the "Agreement")

We wish to advise of the following registrations in the Land Title Office:

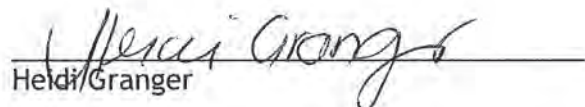
1. the Agreement was registered on October 19, 2016 under registration Nos. CA5584935 to CA5584938; and

*Please note that the registered agreement contains permit holds and or pre-permit deliverables which must be entered into the appropriate tracking system (i.e. PRISM). You are responsible for familiarizing yourself with the agreement and ensuring that the required permit holds are entered. Please note the following:*

- **Article 2 - Rehabilitation & Conservation of Heritage Building - Occupancy Permit hold**
2. the notation letter to the Registrar of Titles with regard to the Heritage Designation was registered on October 13, 2016 under registration No. CA5570405.

Attached, for your records, are copies of the Agreement and the notation letter to the Registrar of Titles with registration particulars stamped thereon. We also attach copies of:

1. notation letter sent to the Heritage Branch in Victoria regarding the Heritage Designation; and
2. an updated title search on the property.



Heidi Granger

HG:rf  
Attachments  
{00583793v1}



# 3365 COMMERCIAL DRIVE STATEMENT OF SIGNIFICANCE

MARCH 2014



**DONALD LUXTON**   
AND ASSOCIATES INC

DONALD LUXTON AND ASSOCIATES INC.  
1030 - 470 GRANVILLE STREET VANCOUVER BC V6C 1V5  
info@donaldluxton.com 604 688 1216 www.donaldluxton.com  
FOI 2020-335 & 2020-337 - Package 2 of 2 - Page 186 of 397



## STATEMENT OF SIGNIFICANCE: 3365 COMMERCIAL DRIVE



**Address:** 3365 Commercial Drive, Vancouver, British Columbia

**Original Owner:** Conrad Myers

**Date of Construction:** 1911

### Description of the Historic Place

The house at 3365 Commercial Drive is a one and one-half storey wood-frame building located in the Kensington-Cedar Cottage neighbourhood of Vancouver. The vernacular house features a cross-gabled roof structure with a shed-roof dormer and projected hipped-roof front entryway.

### Heritage Value of the Historic Place

The house, built in 1911, is an early Vancouver home, valued for its association with the growth and development of the Cedar Cottage neighbourhood, once part of the municipality of South Vancouver, and for its vernacular, semi-rural style and setting.

The Cedar Cottage neighbourhood began to flourish following the 1891 establishment of the interurban tram system between Vancouver and New Westminster. Known as both "Epworth" and "Cedar Cottage", the interurban station at East 18<sup>th</sup> Avenue (originally Flett Road) and Commercial Street quickly became the epicentre of the developing neighbourhood. Centered around Commercial Street, between 15<sup>th</sup> Avenue and 20<sup>th</sup> Avenue, and nearby popular Trout Lake, Cedar Cottage grew to include a brewery, a hall, a silent movie theatre, a bank, a hardware store, and

later, a roller coaster. The house, located along Commercial Drive (then Vanness Avenue), nearby the interurban station, was constructed on property originally purchased by the British Columbia Electric Railway Company in 1898. By 1904, the property had been subdivided and sold to carpenter William Henry Saunders, who in turn sold it to Edward Welsh. Master mariner, Captain Conrad Myers, purchased the land and house in May 1912. Following Meyer's departure in 1914, various people rented the property for short periods of time. The popularity of the Cedar Cottage area as a local hub declined during the 1920s, as the automobile became increasingly ubiquitous. As Kingsway became a major thoroughfare, businesses relocated there, away from the Cedar Cottage village centre.

South Vancouver's semi-rural, residential roots are visible in the remaining open space along this stretch of Commercial Drive. The area was brought under the jurisdiction of the City of Vancouver in 1929 when the City was amalgamated with South Vancouver. The density of Cedar Cottage remained relatively low until after the end of World War II, when significant growth occurred and additional infrastructure was developed. The area is now characterized by low-rise apartments, duplexes, detached single-family houses and local businesses and cultural institutions. In the midst of this context, the house at 3365 Commercial Drive is valued as one of the last examples of the semi-rural, residential heritage of the surrounding area. The house features modest vernacular architecture, including a cross-gabled roof and an enclosed hipped-roof front porch with arched entry.

### **Character-Defining Elements**

The key elements that define the heritage character of the house at 3365 Commercial Drive are its:

- ☐ Location along Commercial Drive;
- ☐ Continuous residential use since 1911;
- ☐ Residential form, scale and massing as expressed by its one and one-half storey height, full basement, and cross-gabled roof;
- ☐ Wood-frame construction;
- ☐ Vernacular design features, including: cross-gabled roof structure with shed-roof wall dormer on front façade; projecting, enclosed front porch with hipped-roof and arched entryway to front door vestibule; wooden trim elements; and closed soffits;
- ☐ Variety of original wooden windows, including: single and paired double-hung wooden sash assemblies, some with decorative horns; and
- ☐ One internal red brick chimney.



# VANCOUVER HERITAGE REGISTER EVALUATION

## EVALUATION – Buildings

Local Area: **Kensington-Cedar Cottage**Address: **3365 Commercial Drive**Date of Construction: **1911**

		E	VG	G	F/P
ARCHITECTURAL HISTORY					
1 Style/Type	One and one-half storey vernacular house	35	18	12	0
2 Design	Vernacular design, with cross-gabled roof and projecting front porch	30	15	10	0
3 Construction	Wood-frame construction, typical of the time	15	8	5	0
4 Designer/Builder	Likely carpenter William H. Saunders or Edward B. Welsh	15	8	5	0
		(Maximum 40):	10		
CULTURAL HISTORY					
1 Historical Association	Owned and rented by a number of working families	35	18	12	0
2 Historical Pattern	Constructed in the Cedar Cottage area nearby the interurban station; associated with the development of the surrounding commercial village	30	15	10	0
		(Maximum 35):	10		
CONTEXT					
1 Landscape/Site	Located on a unique lot, below street level	15	8	5	0
2 Neighbourhood	The house is compatible with the surrounding residential area	20	10	6	0
3 Visual/Symbolic	The house is visible, especially when travelling south, but not considered a landmark	25	13	8	0
		(Maximum 25):	11		
		Subtotal:	31		
INTEGRITY					
	Minor alterations include unsympathetic asbestos/asphalt siding and some window replacements, as well as front porch enclosure and rear one-storey addition	0	-5	-8	-15
		TOTAL:	26		
Evaluation Date: January 6, 2014		Classification Group: C			

## RESEARCH SUMMARY SHEET

**CIVIC ADDRESS:** 3365 Commercial Drive, Vancouver, British Columbia

**LEGAL ADDRESS:** Lot 4, Block A, District Lot 753, Plan VAP8865

**ORIGINAL OWNER:** Conrad Myers

**DATE OF CONSTRUCTION:** 1911

**VITAL EVENTS:**

- ☐ Death Registration: Captain Myers; died March 29, 1925; Bella Coola; age 76;  
Reg. Number: 1925-09-009727; B13360

**CITY DIRECTORIES/HISTORIC TITLE SEARCH:**

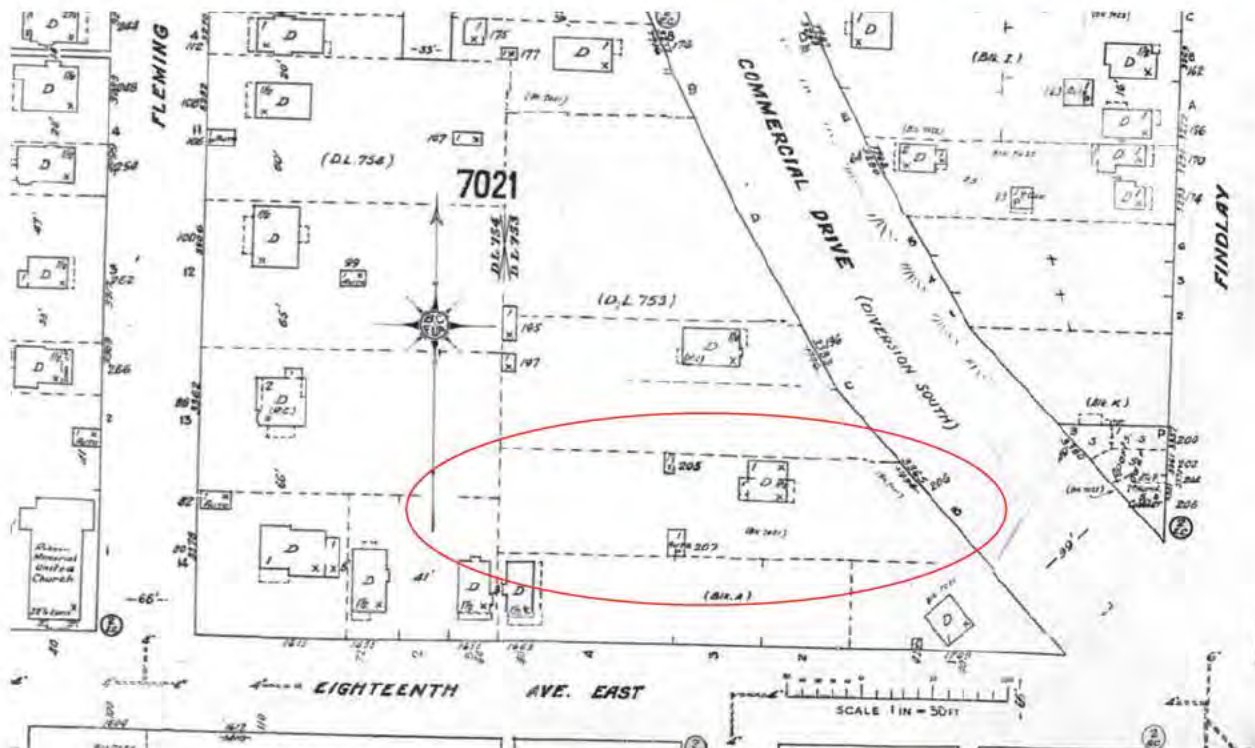
**1907-1913:** No entry  
**1914:** 3385 Vanness Avenue: Conrad Myers, master mariner  
**1915-1917:** 3385 Vanness Avenue: Joseph Slater  
**1918:** 3385 Vanness Avenue: W. Myers, seaman  
**1919-1920:** 3385 Vanness Avenue: W. Hollas  
**1921:** 3385 Vanness Avenue: Agnes McQueen  
**1922:** 3385 Vanness Avenue: David Kemshaw  
**1923:** 3385 Vanness Avenue: Oliver Prince  
**1924:** 3385 Vanness Avenue: A.S. Klein  
**1925-1927:** 3385 Vanness Avenue: Arthur Taylor  
**1928-1929:** 3385 Vanness Avenue: John K. Stead  
**1930:** 3361 Commercial Drive: vacant  
**1931-1932:** 3361 Commercial Drive: John M. Torry  
**1933:** 3365 Commercial Drive: Orientals (sic)  
**1934-1946:** 3365 Commercial Drive: George Everett (Laura Edith) Seney  
**1947-1962:** 3365 Commercial Drive: Joseph Simon Boudrot  
**1963-2013:** 3365 Commercial Drive: Frank Eric and Jytte Eva Jackholm



## ARCHIVAL MAPS AND PHOTOGRAPHS:



1912 Vancouver Fire Insurance Map showing 3365 Commercial Drive



1927 Vancouver Fire Insurance Map showing 3365 Commercial Drive





BCER tracks at Commercial and 18th, 1907, CVA A61086



Cedar Cottage, 3500 Block of Commercial looking north from 20<sup>th</sup> Avenue, ca. 1913, CVA A07869



Cedar Cottage Station at Vanness Avenue, 1913, VPL 7383



Mail car at Epworth Station, Cedar Cottage, 1908, CVA A43620






Cedar Cottage residences looking east toward Fleming Street from Knight Street, Oct. 30, 1909, CVA A43635



Cedar Cottage residences looking east toward Fleming Street from Knight Street, 1909, CVA A43619



# CEDAR COTTAGE

THE RESIDENTIAL SECTION

## \$100 Cash

will buy a dandy five-room bungalow, only block from car; all modern, and up-to-date. The balance is very easy, and the price is RIGHT. See me about this quick. It is a snap.

**S. P. JACKSON**  
PHONE FAIRMONT 1298L CEDAR COTTAGE

### FOR SALE

6½ acres, between River road and B. C. E. R., near Kerr road; \$1575 per acre. This will subdivide into 50 lots.

**CEDAR COTTAGE REALTY,**  
Phone Fairmont 1073

### Near No. 2 and Victoria Roads

A few beautiful standing lots at \$400 each; \$20 cash, balance \$10 per month.

**APPLY**  
**Broadhurst & Whitaker**  
**CEDAR COTTAGE**  
Phone Fairmont 1070

Cedar Cottage advertisement, December 9, 1911



## CURRENT MAPS AND PHOTOGRAPHS:



3365 Commercial Drive, from the east, Google Maps



3365 Commercial Drive, from the north, Google Maps





3365 Commercial Drive, from the west, Google Maps



3365 Commercial Drive, from the north, Google Maps



STATEMENT OF SIGNIFICANCE: 3365 COMMERCIAL DRIVE, VANCOUVER



Front and north elevations



North elevation



Front façade and pathway



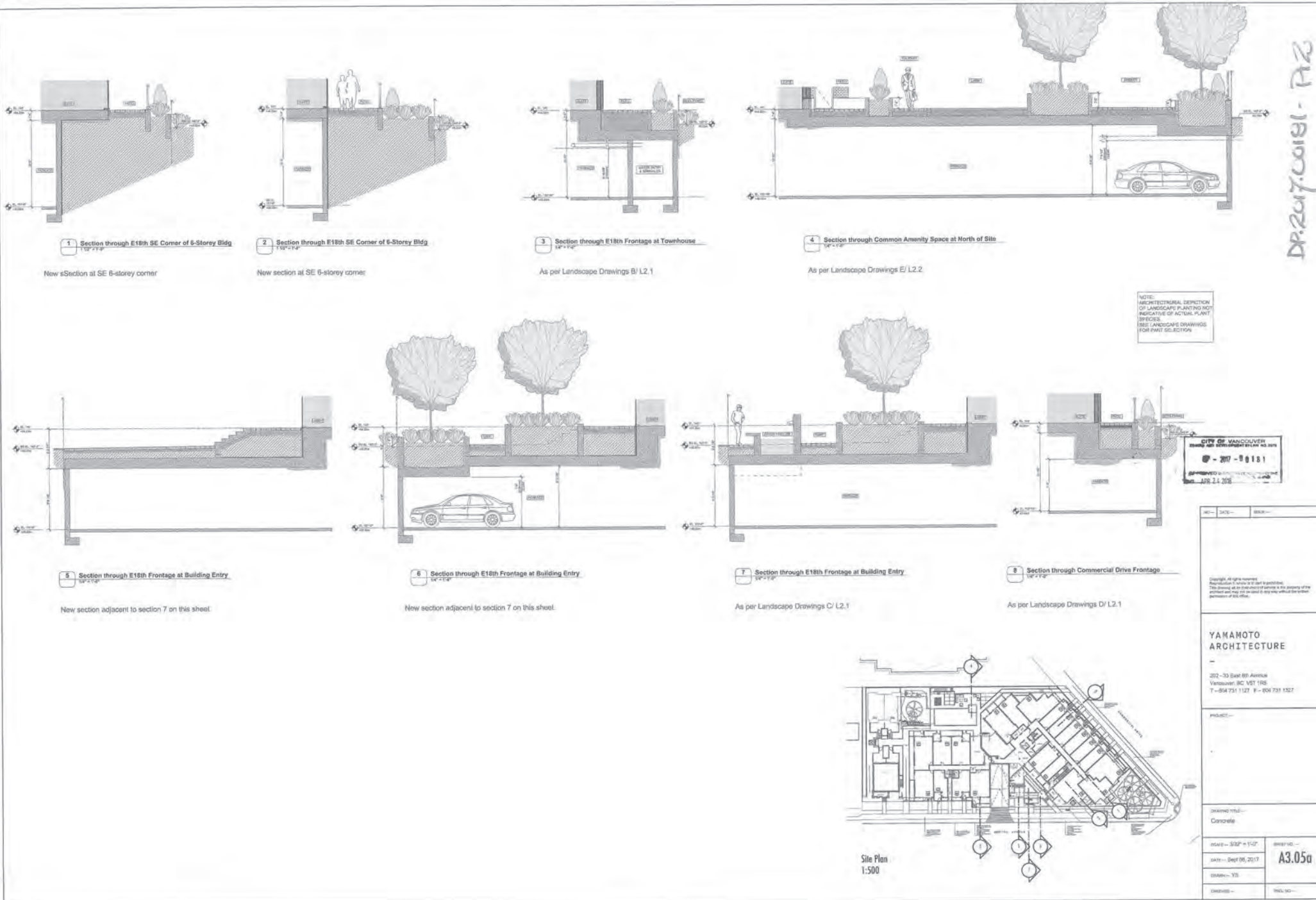
South elevation



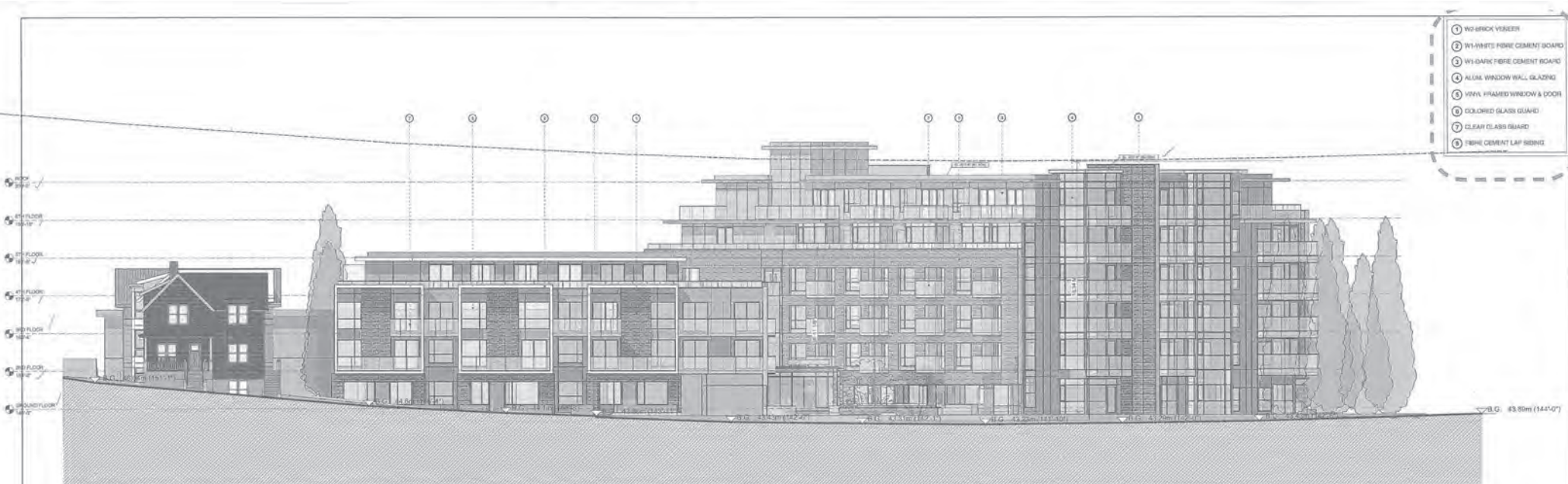
Rear elevation



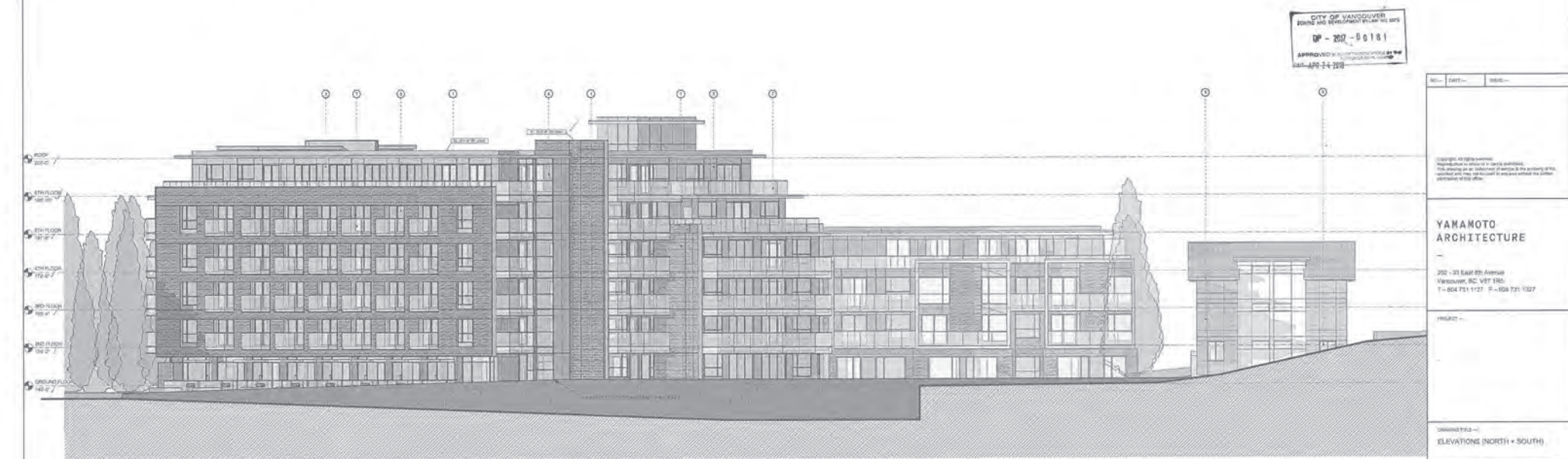
Rear and west elevations







1 SOUTH ELEVATION ( E 18TH AVE )



2 NORTH ELEVATION

CITY OF VANCOUVER  
BUILDING AND DEVELOPMENT DEPARTMENT  
DP - 2017-00181  
APPROVED BY: [Signature]  
DATE: APR 24 2019

NO.	PART	REVISION
<p>Copyright © 2019 Yamamoto Architecture. All rights reserved. This drawing is the property of Yamamoto Architecture. It is to be used only for the project and site specified on the title block. No other use without the written permission of Yamamoto Architecture.</p>		
<p><b>YAMAMOTO ARCHITECTURE</b> — 302 - 33 East 9th Avenue Vancouver, BC V5T 1R6 T: 604 751 1127 F: 604 751 1327</p>		
PROJECT —		
DRAWING TITLE —		
ELEVATIONS (NORTH + SOUTH)		
SCALE — 3/32" = 1'-0"	DATE — Sept 08, 2017	
DATE — Sept 08, 2017	A3.06	
DESIGN — YAE	CHECKED —	
DRAWN —	PROD. NO. —	



1 WEST ELEVATION



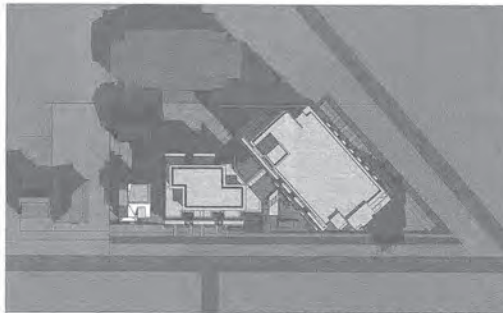
- 1 W2 BRICK VENEER
- 2 W1 WHITE FIBRE CEMENT BOARD
- 3 W1 DARK FIBRE CEMENT BOARD
- 4 ALUM. WINDOW WALL GLAZING
- 5 VINYL FRAMED WINDOW & DOOR
- 6 COLORED GLASS GLAZING
- 7 CLEAR GLASS GLAZING
- 8 FIBRE CEMENT LAP SIDING

2 EAST ELEVATION ( COMMERCIAL DR )

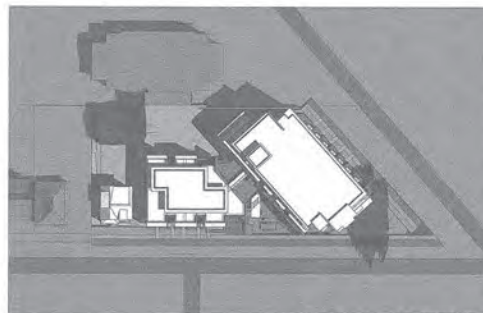


CITY OF VANCOUVER  
2020-01-01  
DP - 2017-00181  
APPROVED FOR CONSTRUCTION  
DATE: APR 24 2018

NO.	DATE	REVISION
<p>Copyright and/or patent reserved. Reproduction in whole or in part is prohibited. This drawing is an instrument of service in the property of the architect and may not be used in any way without the written permission of the architect.</p>		
<p><b>YAMAMOTO ARCHITECTURE</b> 202 - 33 East 6th Avenue Vancouver, BC V5T 1R5 T + 604 751 1121 F + 604 751 1327</p>		
<p>PROJECT:</p>		
<p>SUBMITTAL TITLE: ELEVATIONS (WEST + EAST)</p>		
SCALE: 1/32" = 1'-0"	SHEET NO.:	
DATE: Sept 06, 2017	<b>A3.07</b>	
DESIGNER: YS	DRAWN BY:	
CHECKED BY:	PROJECT NO.:	



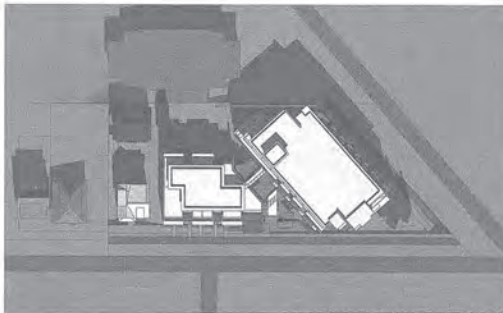
10:00 am, March 20th



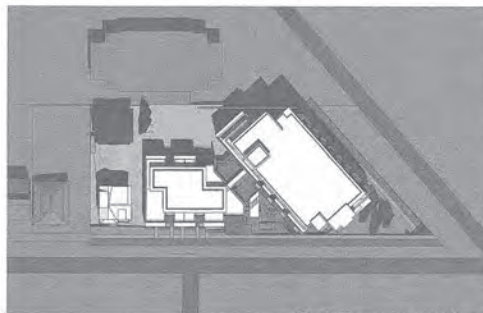
10:00 am, July 21st



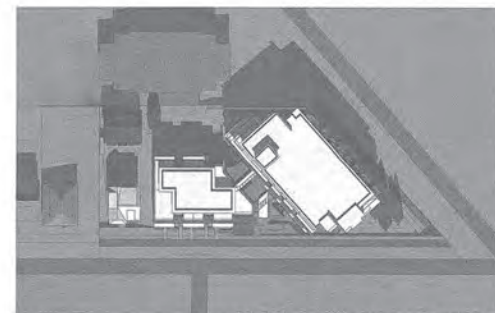
10:00 am, September 23rd



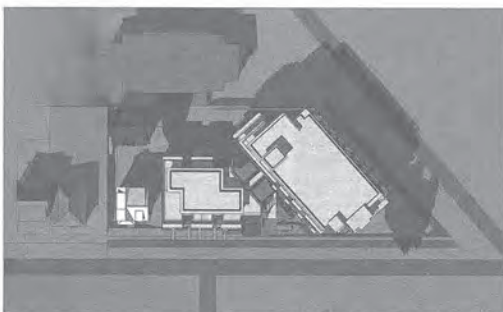
12:00 pm, March 20th



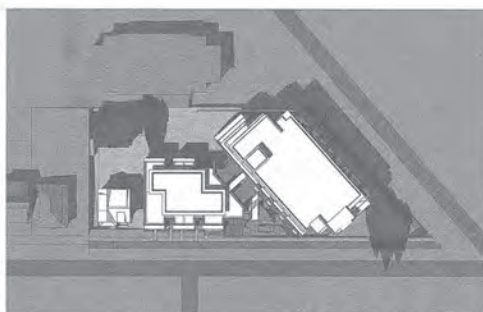
12:00 pm, July 21st



12:00 pm, September 23rd



02:00 pm, March 20th



02:00 pm, July 21st



02:00 pm, September 23rd

REFERENCE

NO.	DATE	REVISION
1	08/08/2017	ISSUED FOR PERMIT
<p>Copyright: All rights reserved.  Reproduction in whole or in part is prohibited.  This drawing is an intellectual property of the architect and may not be used in any way without the written permission of the office.</p> <p><b>YANAMOTO ARCHITECTURE</b></p> <p>222 - 13 East 69 Avenue  Vancouver, BC V5T 1B5  T - 604.731.1127 F - 604.731.1327</p> <p>PROJECT -  Residential Development  3285 Commercial Drive  Vancouver, BC</p> <p>DRAWING TITLE -  Shadow Studies</p>		
SCALE - NTS	DATE - Sept 08, 2017	SHEET NO - A3.08
DRAWN - YS	CHECKED -	PROJECT NO - 1304

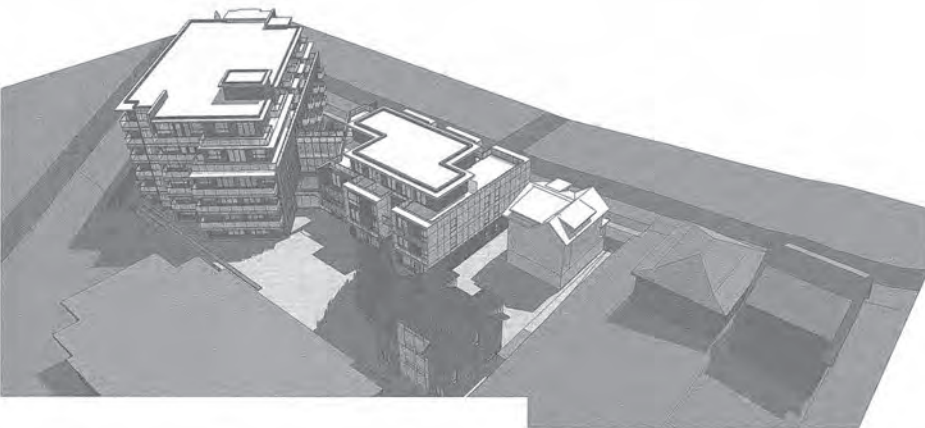




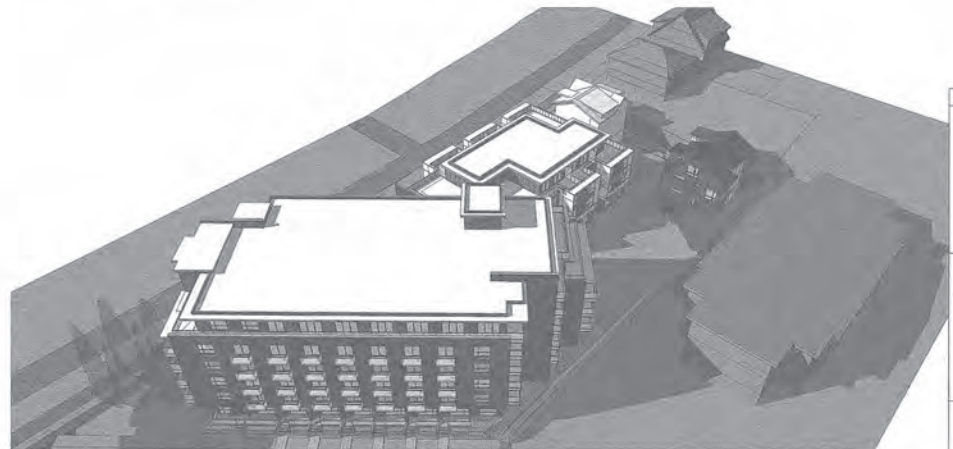
1 South West View



2 South East View



3 North West View



4 North East View

REFERENCE

NO.	DATE	REVISION
<small>Copyright: All rights reserved.          Reproduction or use of any part of this drawing without the written permission of the architect is prohibited.          This drawing is an instrument of service in the practice of the architect and may not be used in any way without the written permission of this office.</small>		
<b>YAMAMOTO ARCHITECTURE</b> — 202 - 33 East 8th Avenue Vancouver, BC V5T 1R5 T — 604 731 1127 F — 604 731 1327		
PROJECT —		
Residential Development		
3888 Commercial Drive Vancouver, BC		
DRAWING TITLE —		
Mapping		
SCALE — NTS	SHEET NO. —	
DATE — Sept 08, 2017	A3.09	
DRAWN — YS		
CHECKED —	PLOT NO. — 1304	





1 West View 18th Ave



2 Entrance Plaza



3 South View Commercial Dr



4 North View Commercial Dr

REFERENCE

FOI -- DATE -- NAME --

Copyright: All rights reserved.  
 Reproduction in whole or in part is prohibited.  
 This drawing is an instrument of service in the property of the  
 architect and shall not be used in any way without the written  
 permission of the architect.

**YAMAMOTO  
ARCHITECTURE**

32 - 33 East 8th Avenue  
 Vancouver, BC V5T 1R2  
 T: 604 731 1127 F: 604 731 1327

PROJECT --

Residential Development

3355 Commercial Drive  
 Vancouver, BC

YAMAMOTO FILE --

View - Streetscape 1

SCALE -- NTS	PROJECT NO. --
DATE -- Sept 05, 2017	<b>A3.10</b>
DRAWN -- YS	
ENVELOPE --	PROJ NO. -- 1304



1 18th Ave - Bird's-eye View



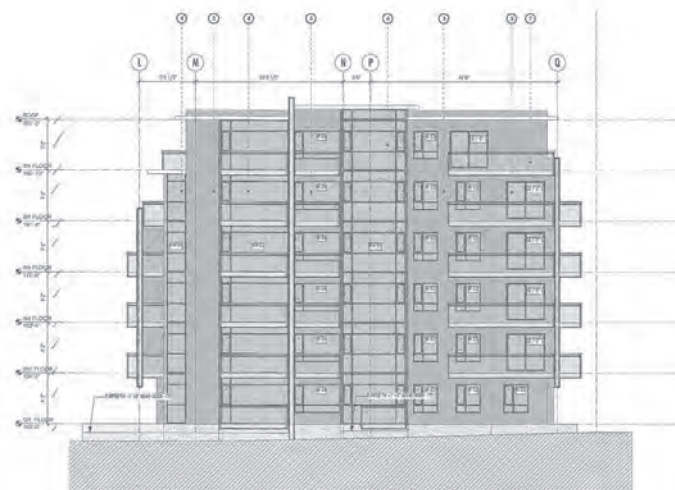
2 Entrance Plaza

REFERENCE

182	1812	1802
<p>Copyright: All rights reserved. Reproduction in whole or in part is prohibited. This drawing is an instrument of service in the property of the architect and may not be used in any way without the written permission of the office.</p>		
<p><b>YANAMOTO ARCHITECTURE</b></p> <p>—</p> <p>202 - 33 East 8th Avenue Vancouver, BC V5T 1R5 T + 604 731 1127 F + 604 731 1327</p>		
<p>PROJECT —</p> <p>Residential Development</p> <p>3365 Commercial Drive Vancouver, BC</p>		
<p>DRAWING TITLE —</p> <p>View - Streetscape 2</p>		
SCALE — NTS	<p>SHEET NO. —</p> <p><b>A3.11</b></p>	
DATE — Sept 08, 2017		
DRAWN — YS		
CHECKED —		
		PROJ/NO — 1304

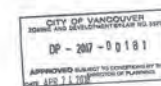


1 6 STOREY - EAST ELEVATION (COMMERCIAL DR)



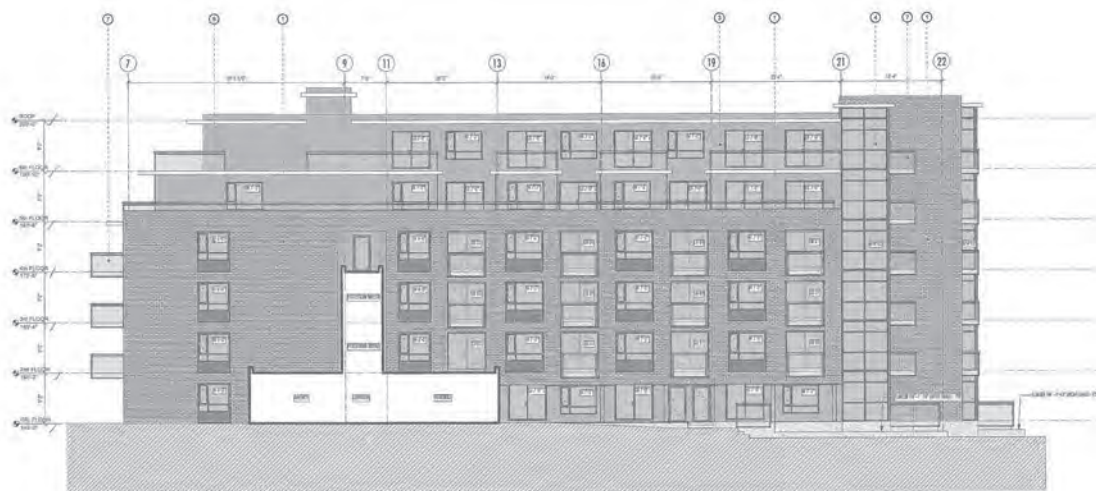
2 6 STOREY - SOUTH ELEVATION (E 18TH AVE)

- ① W2-SPICK VENEER
- ② W1-WHITE FIBRE CEMENT BOARD
- ③ W3-DARK FIBRE CEMENT BOARD
- ④ ALUM. WINDOW WALL GLAZING
- ⑤ VINYL FRAMED WINDOW & DOOR
- ⑥ COLORED GLASS GLAZING
- ⑦ CLEAR GLASS GLAZING
- ⑧ FIBRE CEMENT LAP BOARD



REV	DATE	REVISION
<p>Copyright © 2012 Yamamoto Architecture Inc. All rights reserved.          This drawing is an instrument of service in the practice of architecture and shall not be used for any other purpose without the written permission of the architect.</p>		
<p><b>YAMAMOTO ARCHITECTURE</b></p> <p>202 - 33 Guelph Avenue          Vancouver, BC V6T 1R6          T - 604 731 1127 F - 604 731 1127</p>		
<p>PROJECT NO.:</p>		
<p>DRAWING TITLE:</p>		
<p>ELEVATION</p>		
SCALE - 3/32" = 1'-0"	SHEET NO. -	
DATE - Sept 08, 2017	A3.12	
DRAWN - YS	CHECKED -	
DATE -	REVISION -	





1 6 STOREY - WEST ELEVATION



2 6 STOREY - NORTH ELEVATION

- ① WD-BRICK VENEER
- ② W1-WHITE FIBRE CEMENT BOARD
- ③ W1-DARK FIBRE CEMENT BOARD
- ④ ALUM. WINDOW WALL GLAZING
- ⑤ VINYL FRAMED WINDOW & DOOR
- ⑥ COLORED GLASS GUARD
- ⑦ CLEAR GLASS GUARD
- ⑧ FIBRE CEMENT LAP SIDING

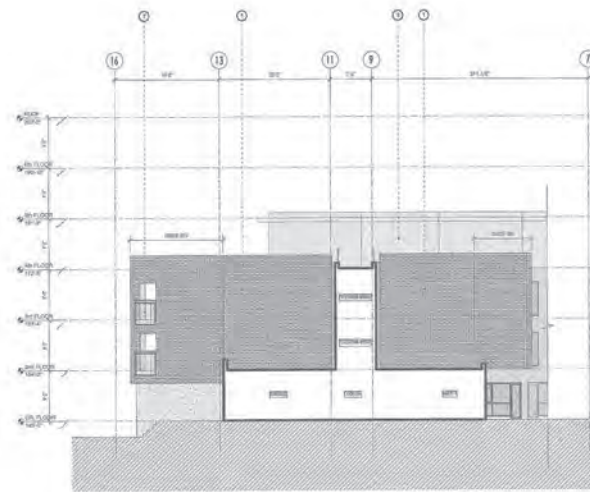
CITY OF VANCOUVER  
ZONING AND DEVELOPMENT PLANNING DEPT.  
DP - 2017-00181  
APPROVED FOR THE CITY OF VANCOUVER  
SCHEDULE 2.4-2016

NO.	DATE	REVISION
<p>Copyright © All Rights Reserved. Reproduction or use in any form is prohibited. The drawings are the property of Yamamoto Architecture and may not be used or reproduced without the written permission of the firm.</p> <p><b>YAMAMOTO ARCHITECTURE</b></p> <p>202 - 35 East 8th Avenue Vancouver, BC V5T 1K5 T: 604 731 1127 F: 604 731 1127</p>		
PROJECT		
DRAWING TITLE		
ELEVATION		
SCALE	1/32" = 1'-0"	SHEET NO.
DATE	Sept 28, 2017	<b>A3.13</b>
DESIGNER	YES	PROJECT
CHECKED		PROJECT

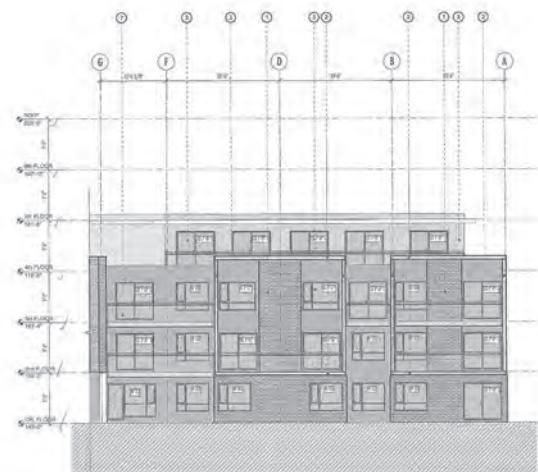




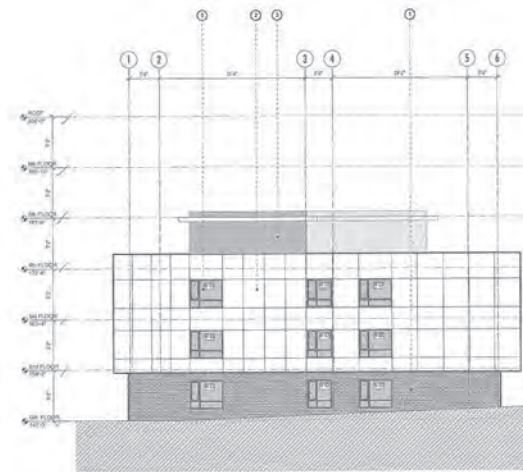
1 3.5 STOREY - SOUTH ELEVATION ( E 18TH AVE )



3 3.5 STOREY - EAST ELEVATION



2 3.5 STOREY - NORTH ELEVATION ( AMENITY COURTYARD )

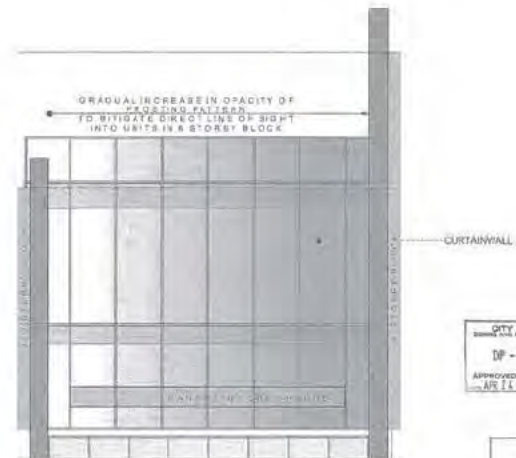
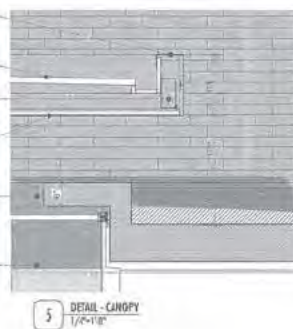
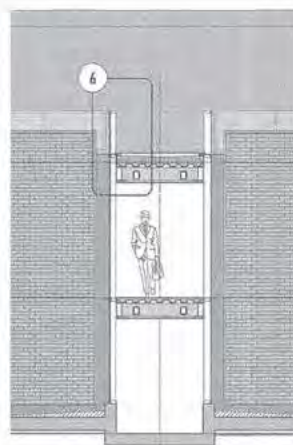
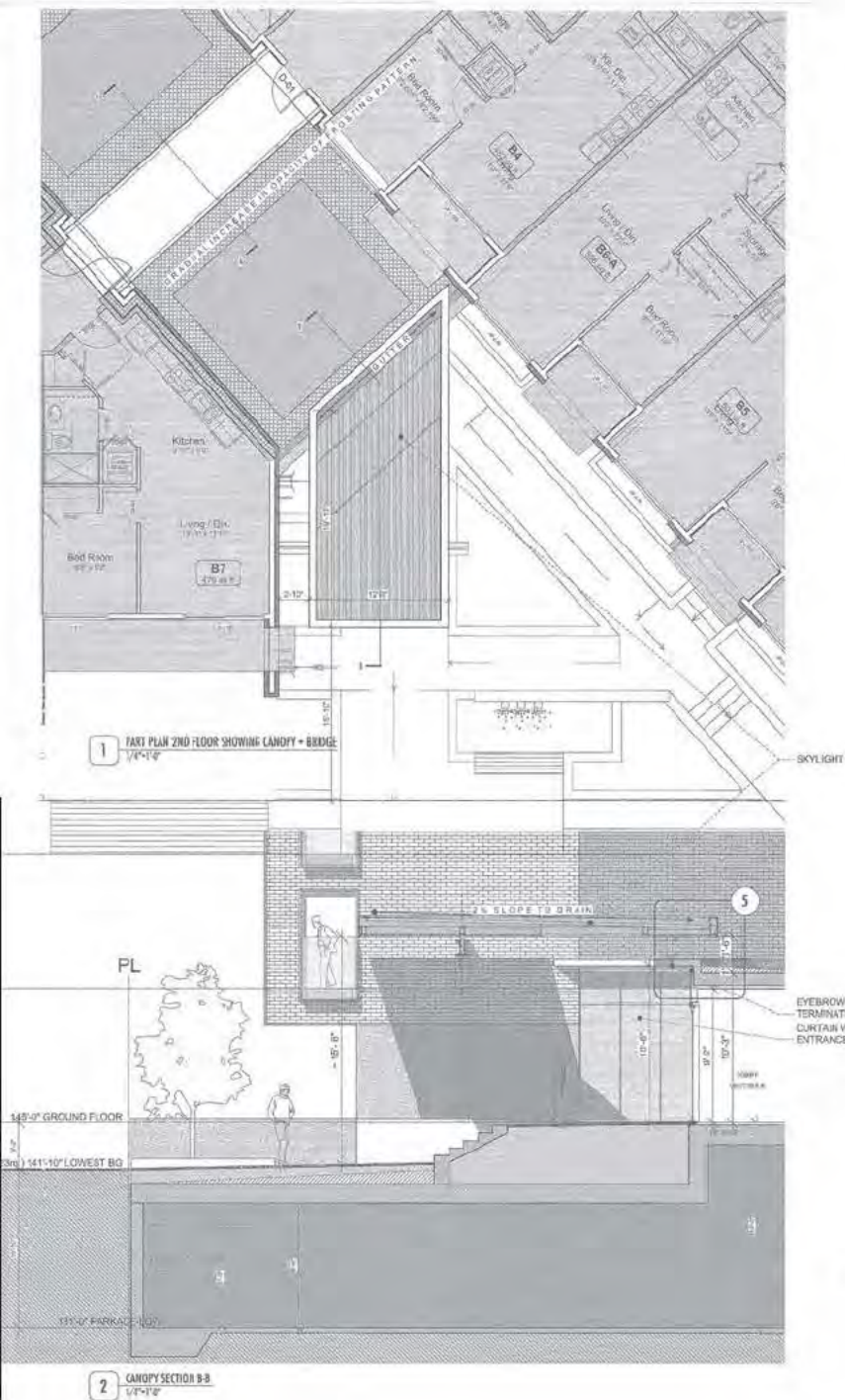


4 3.5 STOREY - WEST ELEVATION

- ① WD-BRICK VENEER
- ② W1-WHITE FIBRE CEMENT BOARD
- ③ W1-DARK FIBRE CEMENT BOARD
- ④ ALUM. WINDOW WALL GLAZING
- ⑤ VINYL FRAMED WINDOW & DOOR
- ⑥ COLORED GLASS GUARD
- ⑦ CLEAR GLASS GUARD
- ⑧ FIBRE CEMENT LAP SIDING

CITY OF VANCOUVER  
ZONING AND DEVELOPMENT DEPT. 800.3931  
DP - 2017-00181  
APPROVED SUBJECT TO CONDITIONS BY THE  
CITY OF VANCOUVER

REV	DATE	DESCRIPTION
<p>Copyright © All rights reserved. Reproduction in whole or in part is prohibited. The drawing is an instrument of service to the property of the client and is not to be used for any other purpose without the written permission of the client.</p> <p><b>YAMAMOTO ARCHITECTURE</b></p> <p>202 - 33 East 18th Avenue Vancouver, BC V5T 1B8 T - 604 731 1127 F - 604 731 1327</p>		
PROJECT		
DRAWING TITLE		
ELEVATION		
SCALE - 3/32" = 1'-0"	SHEET NO. -	
CITY - Issued 08, 2017	A3.14	
DESIGNER - YS		
DATE -	PROJECT NO. -	



CITY OF VANCOUVER  
BUILDING DEPARTMENT  
DP - 202 - 05181  
APPROVED NOTICE TO CONSTRUCTION  
APR 14 2017

YAHAMOTO  
ARCHITECTURE

322 - 33 East 8th Avenue  
Vancouver, BC V5T 1R2  
V - 604.734.1127 F - 604.734.1127

Residential Development

3365 Commercial Drive  
Vancouver, BC

Project Title:  
Details of Entry Canopy  
& Pedestrian Bridge Way

Scale: 1/4" = 1'-0"

Date: 08.04.2017

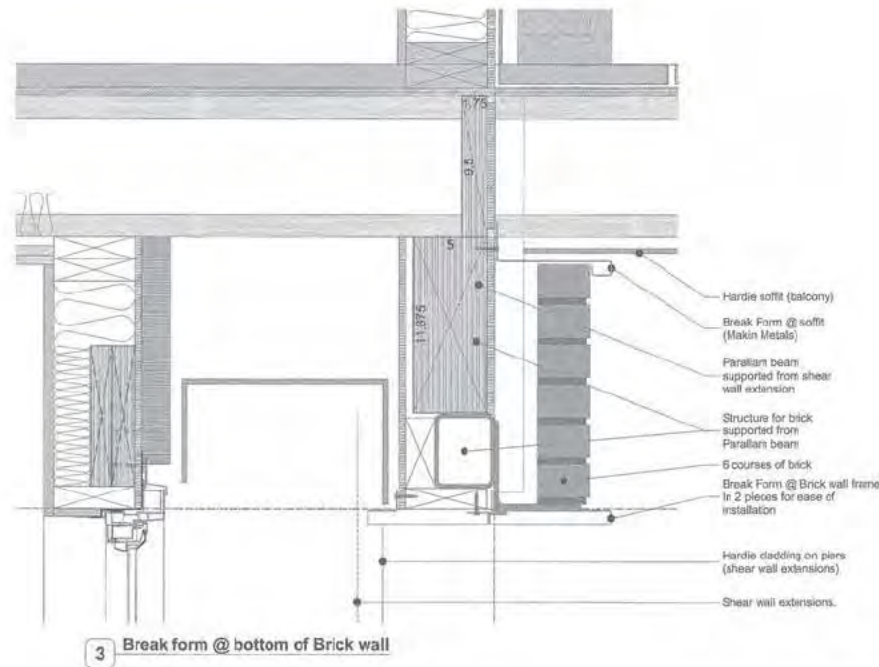
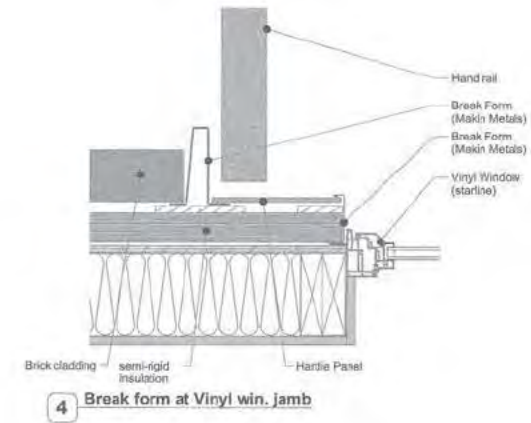
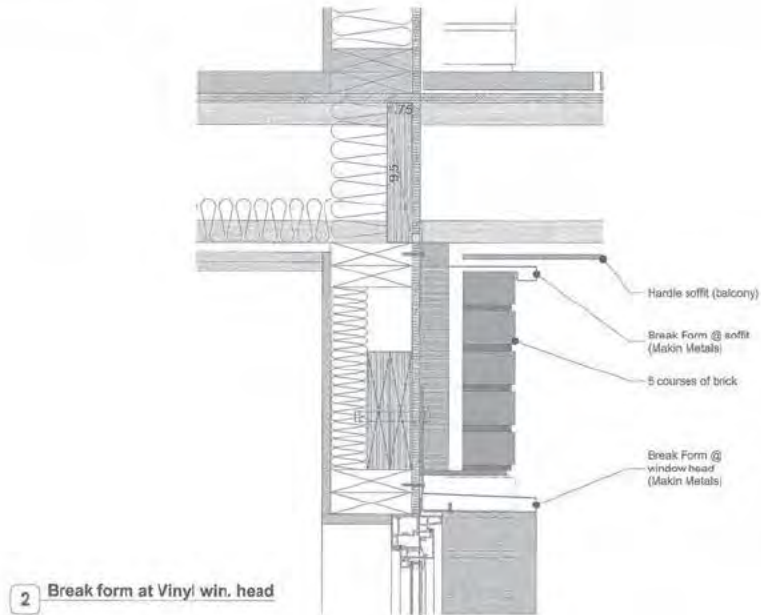
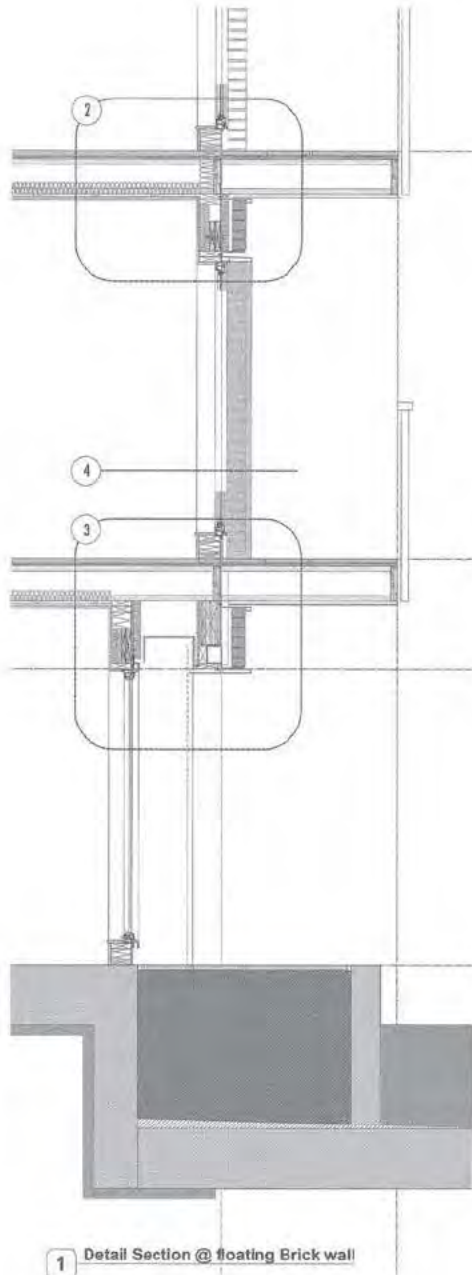
Drawn by: YH

Checked by: YH

A5.01

Project No.: 1004



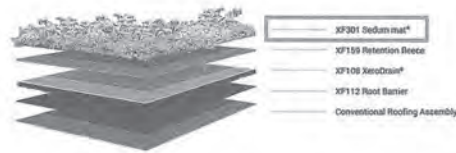


YAMAMOTO ARCHITECTURE	
302 - 57 East 16 Avenue Vancouver, BC V5T 1N1 T - 604 731 1127 F - 604 731 1197	
PROJECT -	
Residential Development	
3040 Commercial Drive Vancouver, BC	
DRAWING TITLE -	
Details at Brick Wall	
SCALE - 3/32" = 1'-0"	REVISION -
DATE - Sept 05, 2017	<b>A5.02</b>
DRAWN - YZ	
CHECKED -	REVIEW - 1309



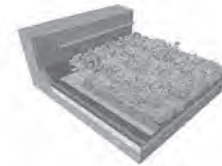






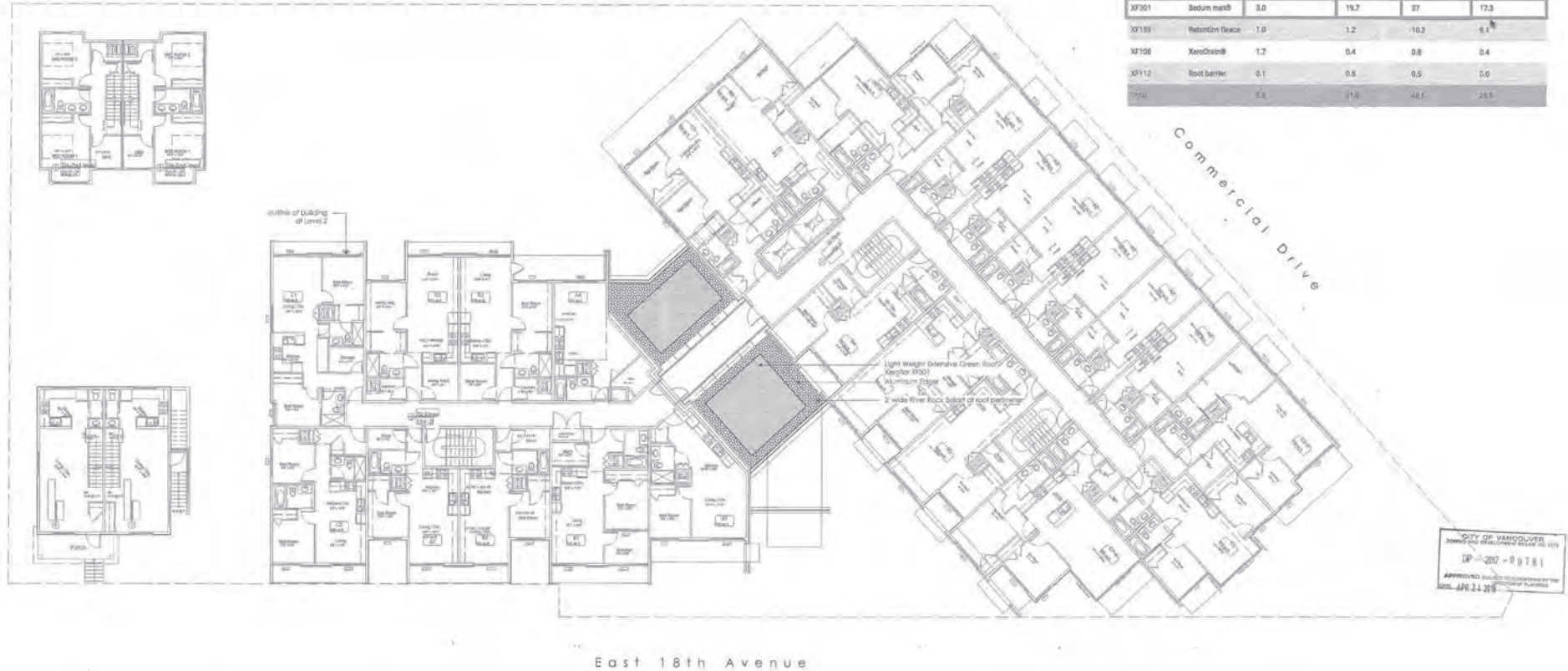
## OVERVIEW

Called "The Holy Grail" of green roofs by architect William McDonough, this is the lightest pre-vegetated green roof system available ideal for retrofits with issues of load. The light weight system comes fully matured in sedum rolls easy to install with no loose growing medium providing a beautiful instant green living roof that is very easy to install. Sedum mats are grown in Canada and delivered within 24 hours of harvesting.



Ld-1.2 Light Weight Extensive Green Roof Specification  
Not to Scale

System Code	Product Name	Material Thickness (mm)	Drain (mm)	Retention (mm)	Weight (kg/m²)
XF301	Sedum mat	3.0	19.7	97	17.3
XF159	Retention fleece	1.0	1.2	10.3	9.1
XF108	XeroDrain®	1.7	0.4	0.8	0.4
XF112	Root Barrier	0.1	0.5	0.5	0.0
TOTAL		5.8	21.8	108.6	26.8



CITY OF VANCOUVER  
2007-2012 - 8 9 3 8 1  
APPROVED FOR THE CITY OF VANCOUVER  
DATE: 2007-08-31



DURANTE/REAU LTD. LANDSCAPE ARCHITECTS  
102-1637 West 5th Avenue Vancouver, B.C. V6J 1N5

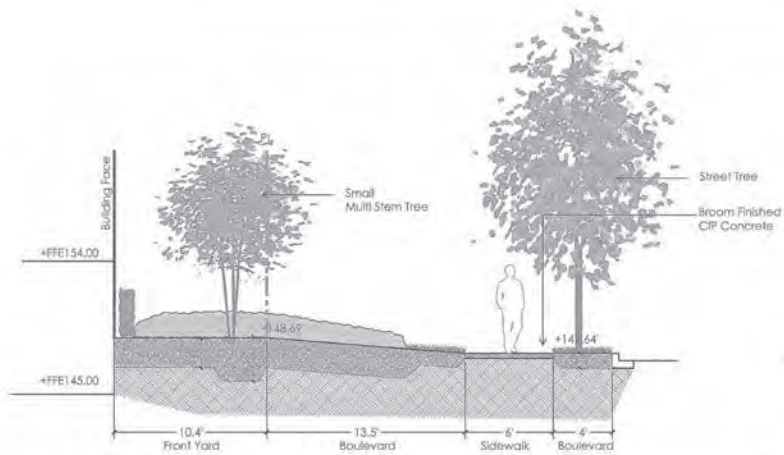
T 604.684.8931  
F 604.684.8932  
WWW.DURANTE/REAU.COM

03 06 SEPTEMBER 2017 DP - PRIOR TO  
02 08 APRIL 2017 LUP  
01 15 FEBRUARY 2017 DP

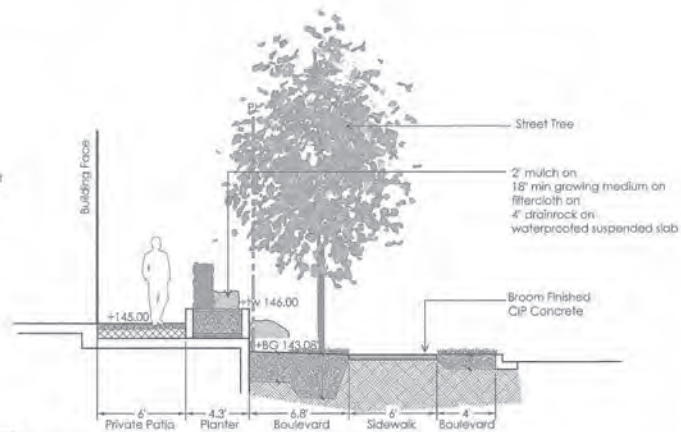
DATE 2017.08.31  
SCALE 3/32" = 1'±0"

DRAWN JES  
PROJECT NUMBER 13075

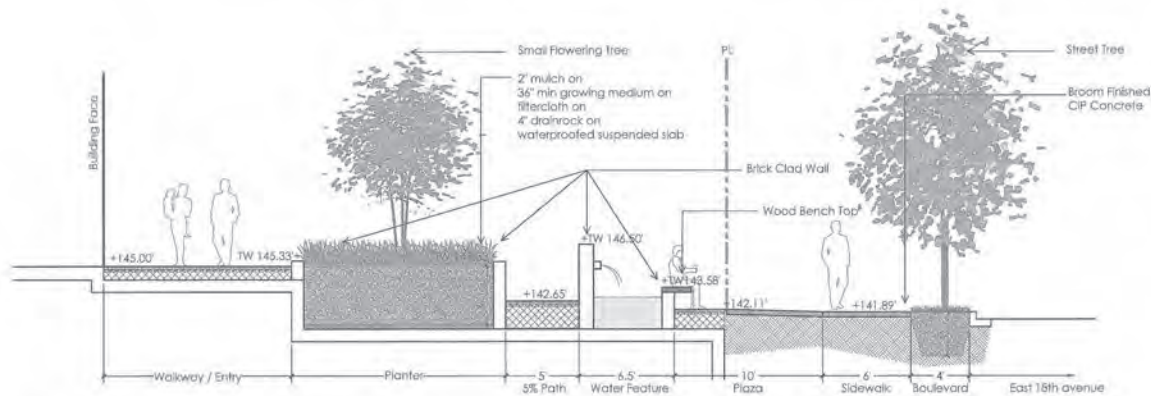
L1.2



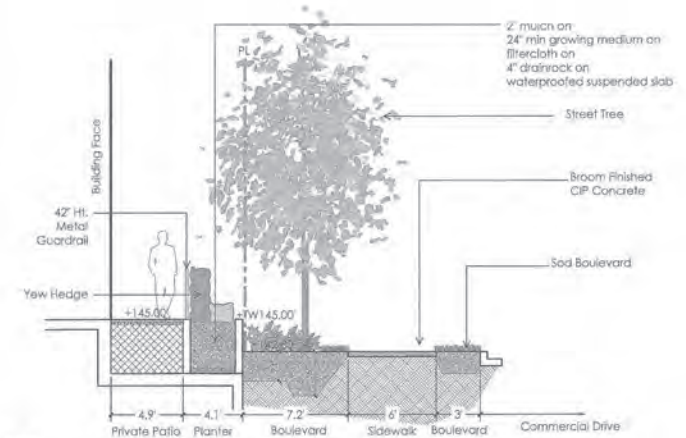
**A** Section Through East 18th Avenue Frontage at Heritage House  
L-1.1 1/4" = 1' - 0"



**B** Section Through East 18th Avenue Frontage at Townhouse  
L-1.1 1/4" = 1' - 0"



**C** Section Through East 18th Avenue Frontage at Building Entry  
L-1.1 1/4" = 1' - 0"



**D** Section Through Commercial Drive Frontage  
L-1.1 1/4" = 1' - 0"

CITY OF VANCOUVER  
PLANNING AND DEVELOPMENT DEPARTMENT  
DP - 2017-0018.1  
APPROVED FOR THE CITY OF VANCOUVER  
DATE 2.1.2018



DURANTE KREUK LTD. LANDSCAPE ARCHITECTS  
102-1637 West 5th Avenue, Vancouver, B.C. V6J 1N5

P: 604.684.8811  
F: 604.684.0172  
WWW.DKSL.COM

03 08 SEPTEMBER 2017 DP - PRIOR TO  
02 09 APRIL 2017 LOP  
01 16 FEBRUARY 2017 DP

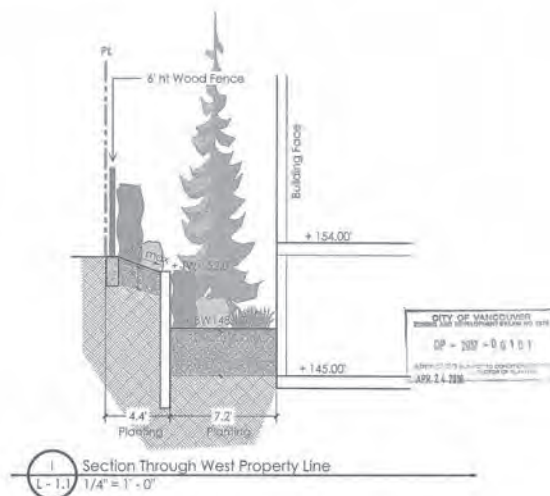
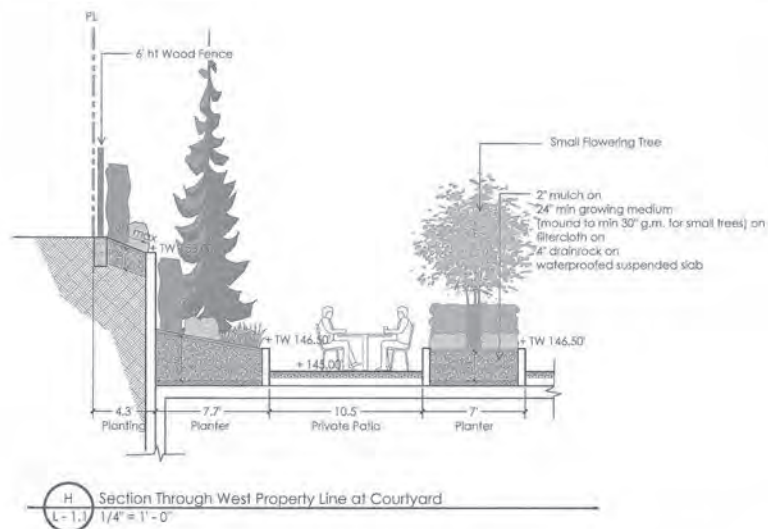
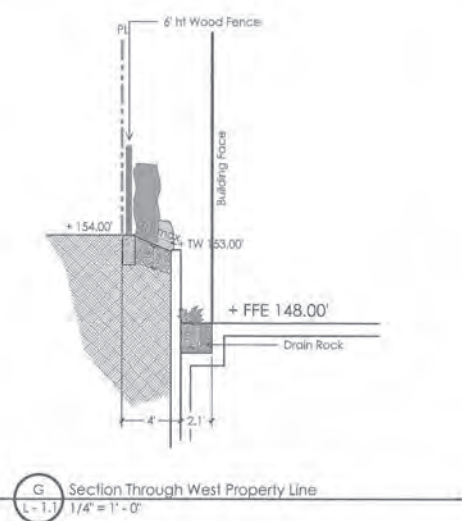
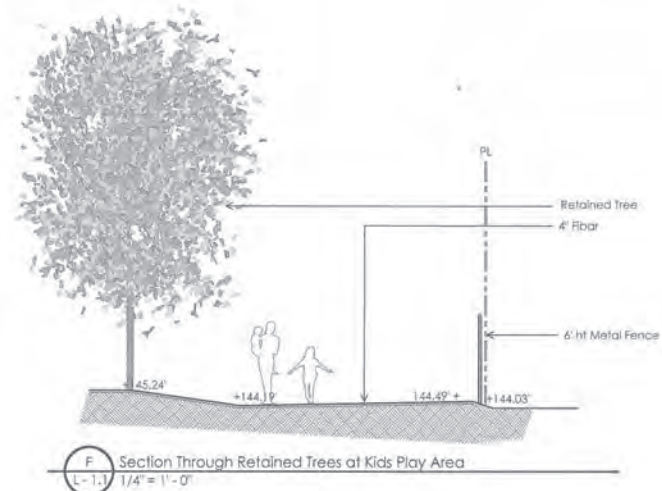
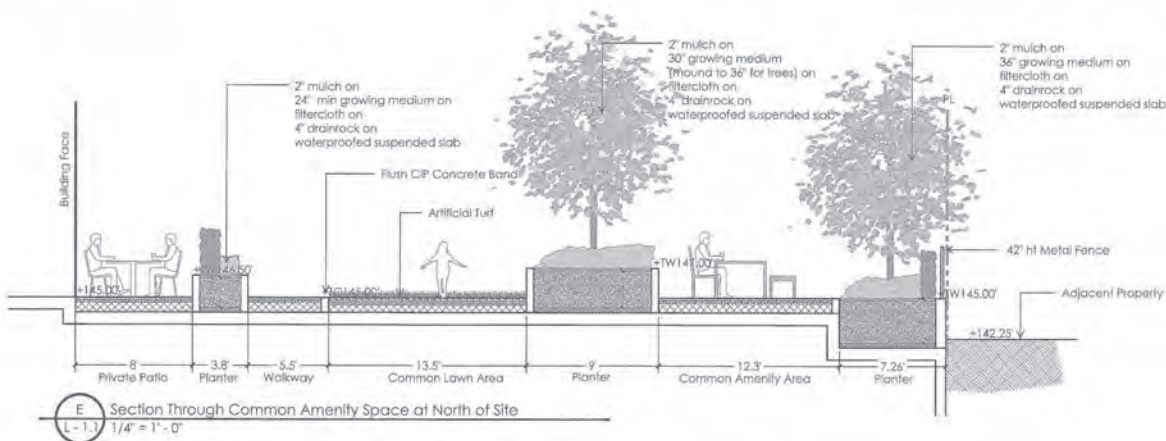
DATE 2017.08.31  
SCALE 1/4" = 1' = 0"

DRAWN JES  
PROJECT NUMBER 13075

**L2.1**

## landscape sections 3365 COMMERCIAL DRIVE





DURANTE KREUK LTD. LANDSCAPE ARCHITECTS  
 102-1637 West 5th Avenue Vancouver, B.C. V6J 1N5

T 604-684-9331  
 F 604-684-2377  
 www.durantekreuk.ca

03 05 SEPTEMBER 2017 DP - PRIOR TO  
 02 05 APRIL 2017 USP  
 01 15 FEBRUARY 2017 DP

## landscape sections 3365 COMMERCIAL DRIVE

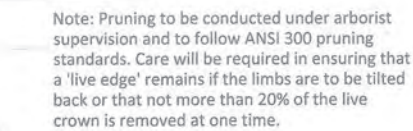
DATE 2017.08.31  
 SCALE 1/4" = 1'-0"

DRAWN JES  
 PROJECT NUMBER 13075

**L2.2**







**Residential development at 3365, Commercial drive,  
1695,1707,1733,1775, 18th Avenue, Vancouver B.C.**



**STATISTICS: Market Secured Rental Housing (SUB-AREA 01)**

Civic Address:	3365 Commercial Drive, City of Vancouver, B.C.
LEGAL DESCRIPTION:	TOPOGRAPHIC PLAN OF LOTS 1, 2, AND 3 (EXCEPT THE SOUTH 7 FEET NOW ROAD), BLOCK A, PLAN 1795, AND LOTS 4 AND 5, BLOCKS A AND B, PLAN 8865, ALL OF DISTRICT LOT 753 PLAN 1795; AND LOTS 4 AND 5, BLOCKS A AND B, PLAN 8865, ALL OF DISTRICT LOT 753.
CURRENT ZONING:	RS-2
PROPOSED ZONING:	CD-1
TOTAL SITE AREA:	3,261.8 SQ.M. (35,110.0 SQ.FT.)
SUB AREA #1-18P:	2,683.6 SQ.M. (28,885.9 SQ.FT.)
BUILDING COVERAGE	
ALLOWED:	N/A
PROPOSED:	1,571.5 SQ.M. (16,915 SQ.FT.)
BUILDING HEIGHT	
ALLOWED:	
PROPOSED:	18.34M (60.17 FT.) to top of Tower element (8 storeys)
FRONT YARD SETBACK (18th Ave.)	
PROPOSED:	0.9 METERS
FRONT YARD SETBACK (Com. Dr.)	
PROPOSED:	2.13 METERS
REAR YARD SETBACK (N)	
PROPOSED:	0.2 METERS
SIDE YARD SETBACK (W)	
PROPOSED:	2.01 METERS
PROPOSED FLOOR AREA BREAKDOWN:	
1ST FLOOR (RESIDENTIAL):	1,321.2 SQ.M. (14,220.9 SQ.FT.) + 198.1 SQ.FT. (STOR. + AM)
2ND FLOOR (RESIDENTIAL):	1,410.6 SQ.M. (15,184.0 SQ.FT.) + 109.0 SQ.FT. (STORAGE)
3RD FLOOR (RESIDENTIAL):	1,429.8 SQ.M. (15,360.0 SQ.FT.) + 604.0 SQ.FT. (STORAGE)
4TH FLOOR (RESIDENTIAL):	1,107.0 SQ.M. (11,916.0 SQ.FT.) + 665.0 SQ.FT. (STORAGE)
5TH FLOOR (RESIDENTIAL):	823.6 SQ.M. (8,893.0 SQ.FT.) + 562.0 SQ.FT. (STORAGE)
6TH FLOOR (RESIDENTIAL):	738.3 SQ.M. (7,947.0 SQ.FT.) + 430.0 SQ.FT. (STORAGE)
TOTAL FLOOR AREA:	6,830.4 SQ.M. (73,229.9 SQ.FT.) + 3,662.1 SQ.FT. (STORAGE)
FLOOR SPACE RATIO - FSR:	2.55
COMBINED FLOOR AREA:	7,385.4 SQ.M. (79,495.9 SQ.FT.) + 5,761.1 SQ.FT. (STORAGE)
COMBINED - FSR:	2.26

APARTMENT UNIT BREAKDOWN:	AVG. AREA	%
39 STUDIO UNITS	341 SQ.FT.	35 %
32 ONE BEDROOM UNITS	494 SQ.FT.	29 %
26 TWO BEDROOM UNITS	663 SQ.FT.	23 %
14 THREE BEDROOM UNITS	859 SQ.FT.	13 %
111 UNITS TOTAL		100 %

**STATISTICS: Unsecured Rental (SUB-AREA 02)**

Civic Address:	3365 Commercial Drive, City of Vancouver, B.C.
LEGAL DESCRIPTION:	TOPOGRAPHIC PLAN OF LOTS 1, 2, AND 3 (EXCEPT THE SOUTH 7 FEET NOW ROAD), BLOCK A, PLAN 1795, AND LOTS 4 AND 5, BLOCKS A AND B, PLAN 8865, ALL OF DISTRICT LOT 753 PLAN 1795; AND LOTS 4 AND 5, BLOCKS A AND B, PLAN 8865, ALL OF DISTRICT LOT 753.
CURRENT ZONING:	RS-2
PROPOSED ZONING:	CD-1
TOTAL SITE AREA:	3,261.8 SQ.M. (35,110.0 SQ.FT.)
SUB AREA #2- FREE SIMPLE:	578.3 SQ.M. (6,225.0 SQ.FT.)
BUILDING COVERAGE	
ALLOWED:	N/A
PROPOSED:	167.4 SQ.M. (2,017 SQ.FT.)
BUILDING HEIGHT	
ALLOWED:	
PROPOSED:	9.41 METERS (30.87 FT.) top of Ridge of heritage house (3 storeys)
FRONT YARD SETBACK (18th Ave.)	
PROPOSED:	2.74 METERS (Heritage house)
REAR YARD SETBACK (N)	
PROPOSED:	1.83 METERS (INFILL HOUSING)
SIDE YARD SETBACK (W)	
PROPOSED:	1.83 METERS (Heritage house)
SIDE YARD SETBACK	
PROPOSED:	2.74 METERS (INFILL HOUSING)
PROPOSED FLOOR AREA BREAKDOWN:	
1ST FLOOR (RESIDENTIAL):	164.3 SQ.M. (1,764.0 SQ.FT.) + 33.0 SQ.FT. (STOR. + AM)
2ND FLOOR (RESIDENTIAL):	165.2 SQ.M. (1,764.0 SQ.FT.) + 33.0 SQ.FT. (STORAGE)
3RD FLOOR (RESIDENTIAL):	165.3 SQ.M. (1,765.0 SQ.FT.) + 33.0 SQ.FT. (STORAGE)
TOTAL FLOOR AREA:	554.8 SQ.M. (5,973.0 SQ.FT.) + 99.0 SQ.FT. (STORAGE)
FLOOR SPACE RATIO - FSR:	0.98

APARTMENT UNIT BREAKDOWN:	UNIT AREA	TOTAL AREA
HERITAGE HOUSE		
1 THREE BEDROOM UNIT	1421 SQ.FT.	
1 THREE BEDROOM UNIT	1382 SQ.FT.	2784 SQ.FT.
TOWN HOUSE		
2 THREE BEDROOM UNITS	1395 SQ.FT.	3189 SQ.FT.
4 UNITS TOTAL		5973 SQ.FT.

THE AREA OF EXISTING HERITAGE HOUSE IS 2156 SQ.FT.

**VEHICLE PARKING (SUB-AREA 01):  
REQUIRED / SECURED MARKET RENTAL HOUSING - RESIDENTIAL :**

GROSS RESIDENTIAL AREA:	79,185.00 SQ.FT. MIN. 1 SPACE/125 SQ.FT. PER TABLE 4.3.3.1	= 36.5 SPACES
30% REDUCTION PER TABLE 4.3.8	NA	= -6.6 SPACES
CAR SHARE SUBSTITUTION:	NA	= -0.0 SPACES
RESIDENT PARKING REQUIRED:	1 = 0.004 SPACES X 111 UNITS PER 4.3.8	= 0.0 SPACES (OF TOTAL)
REQUIRED DISABILITY PARKING:	7.5% TOTAL UNITS PER TABLE 4.6.2	= 8.3 SPACES
RESIDENT VISITOR PARKING REQUIRED:		
TOTAL RESIDENT + VISITOR PARKING REQUIRED:		87.0 SPACES
MAXIMUM RESIDENT PARKING:	(MIN REQ.) = 0.8 (111 UNITS)	= 114.4 SPACES
MAXIMUM VISITOR PARKING:	0.15 (111 UNITS)	= 16.7 SPACES

PROVIDED / RESIDENTIAL :		
RESIDENTS	BELOW GRADE PARKING GARAGE:	= 57.5 SPACES
ACCESSIBLE	BELOW GRADE PARKING GARAGE:	= 7.0 SPACES (5 PHYSICAL)
VISITOR	BELOW GRADE PARKING GARAGE:	= 8.0 SPACES
TOTAL RESIDENT + VISITOR PARKING PROVIDED :		72.5 SPACES
PROVIDED LOADING :	PARKADE	= 2 CLASS A SPACE
TOTAL SMALL CARS ALLOWED (25%)	< 18.0	17.5 SMALL CARS PROVIDED

**BICYCLE PARKING**

RESIDENTIAL	SUB AREA 1 REQUIRED	SUB AREA 2 REQUIRED	PROVIDED
CLASS A AS PER 6.2.1.2	1.35 SPACES X 111 UNITS	139 SPACES	5 SPACES
BIKE SPACE IN STORAGE LOCKER (HORIZ.)	=		30 SPACES
HORIZONTAL SPACES IN BIKE ROOMS	=		106 SPACES
STACK RACK SPACES IN BIKE ROOMS	=		0 SPACES
(TOTAL HORIZONTAL SPACES)	=		139 SPACES
VERTICAL SPACES IN BIKE ROOMS	=		21 SPACES
TOTAL:			160 SPACES
AS PER 6.3.21	TOTAL W/ ELECTRICAL OUTLET (80%)	=	80 SPACES
CLASS B AS PER 6.2.1.2	8 SPACES PER DEVELOPMENT	=	8.8 SPACES

**VEHICLE PARKING (SUB-AREA 02):  
REQUIRED / UNSECURED RENTAL - RESIDENTIAL :**

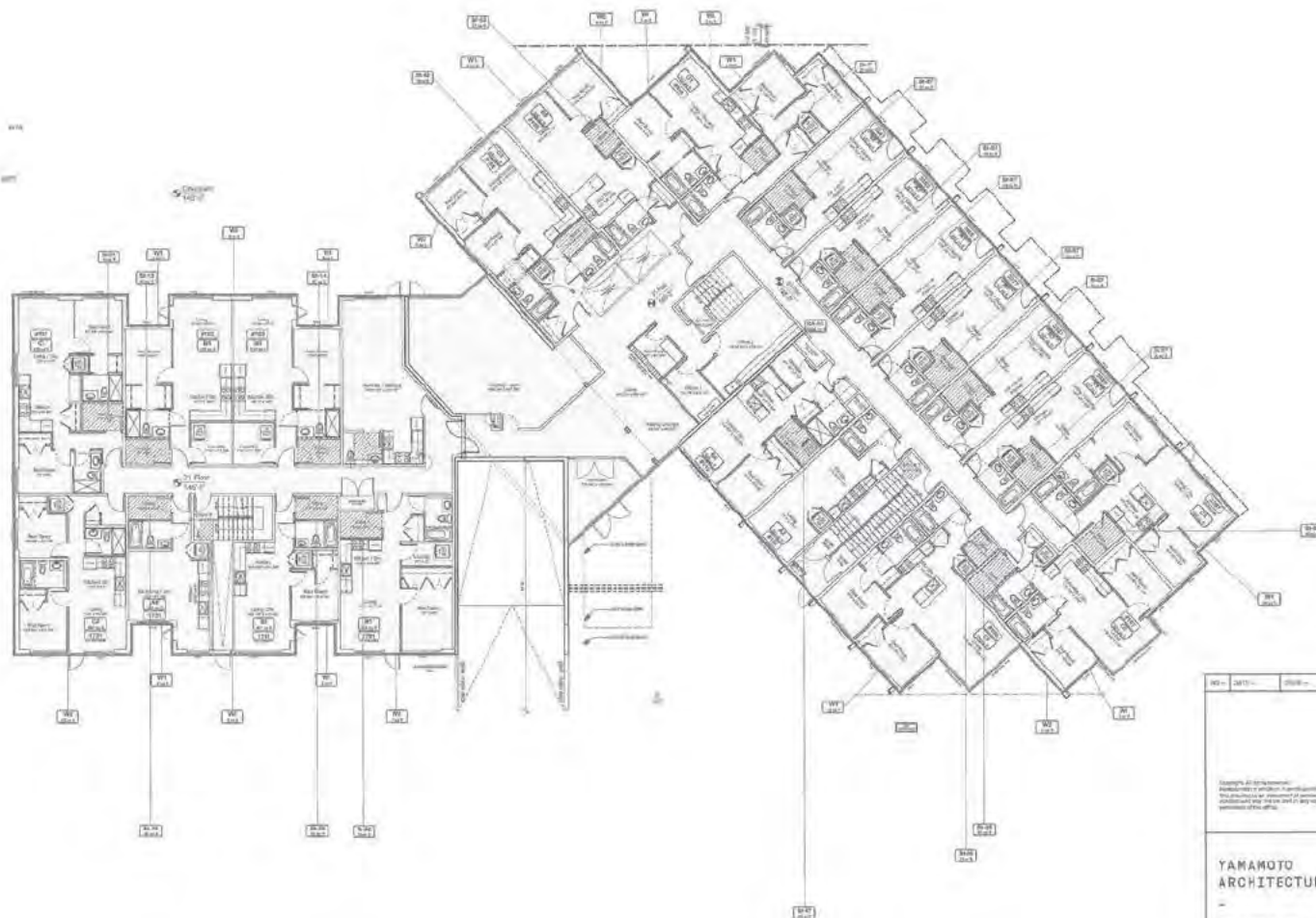
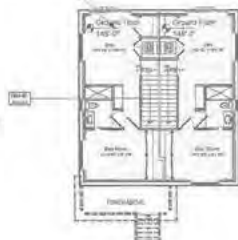
HERITAGE DUPLEX:		
GROSS RESIDENTIAL AREA:	2852 SQ.FT.	
RESIDENT PARKING REQUIRED:	PER TABLE: 4.2.1.13 & 4.4.4	2.0 SPACES
INFILL DUPLEX:		
GROSS RESIDENTIAL AREA:	3330 SQ.FT.	
RESIDENT PARKING REQUIRED:	PER TABLE: 4.2.1.13	3.0 SPACES
TOTAL RESIDENT + VISITOR PARKING REQUIRED :		5.0 SPACES

2022 For Persons With New Structural Project Checklist	
Project Name:	3365 Commercial Drive, City of Vancouver, B.C.
Project Address:	3365 Commercial Drive, City of Vancouver, B.C.
Project Type:	Residential Development
Project Status:	Proposed
Project Description:	Residential development at 3365, Commercial drive, 1695,1707,1733,1775, 18th Avenue, Vancouver B.C.
Project Owner:	YAMAMOTO ARCHITECTURE
Project Manager:	YAMAMOTO ARCHITECTURE
Project Engineer:	YAMAMOTO ARCHITECTURE
Project Architect:	YAMAMOTO ARCHITECTURE
Project Designer:	YAMAMOTO ARCHITECTURE
Project Contractor:	YAMAMOTO ARCHITECTURE
Project Consultant:	YAMAMOTO ARCHITECTURE
Project Specialist:	YAMAMOTO ARCHITECTURE
Project Coordinator:	YAMAMOTO ARCHITECTURE
Project Assistant:	YAMAMOTO ARCHITECTURE
Project Secretary:	YAMAMOTO ARCHITECTURE
Project Receptionist:	YAMAMOTO ARCHITECTURE
Project Cleaner:	YAMAMOTO ARCHITECTURE
Project Janitor:	YAMAMOTO ARCHITECTURE
Project Security Guard:	YAMAMOTO ARCHITECTURE
Project Maintenance:	YAMAMOTO ARCHITECTURE
Project Landscaping:	YAMAMOTO ARCHITECTURE
Project Pest Control:	YAMAMOTO ARCHITECTURE
Project Fire Alarm:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Test:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Test:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Test:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Training:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Training:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Training:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Inspection:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Inspection:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Inspection:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Maintenance:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Maintenance:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Maintenance:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Replacement:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Replacement:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Replacement:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Upgrade:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Upgrade:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Upgrade:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Installation:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Installation:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Installation:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Removal:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Removal:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Removal:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Repair:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Repair:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Repair:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Calibration:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Calibration:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Calibration:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Reset:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Reset:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Reset:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Test Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Test Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Test Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Training Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Training Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Training Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Inspection Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Inspection Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Inspection Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Maintenance Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Maintenance Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Maintenance Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Replacement Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Replacement Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Replacement Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Upgrade Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Upgrade Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Upgrade Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Installation Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Installation Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Installation Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Removal Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Removal Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Removal Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Repair Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Repair Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Repair Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Calibration Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Calibration Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Calibration Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Reset Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Reset Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Reset Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Test Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Test Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Test Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Training Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Training Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Training Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Inspection Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Inspection Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Inspection Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Maintenance Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Maintenance Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Maintenance Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Replacement Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Replacement Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Replacement Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Upgrade Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Upgrade Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Upgrade Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Installation Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Installation Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Installation Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Removal Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Removal Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Removal Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Repair Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Repair Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Repair Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Calibration Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Calibration Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Calibration Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Reset Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Reset Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Reset Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Test Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Test Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Test Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Training Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Training Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Training Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Inspection Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Inspection Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Inspection Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Maintenance Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Maintenance Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Maintenance Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Replacement Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Replacement Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Replacement Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Upgrade Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Upgrade Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Upgrade Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Installation Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Installation Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Installation Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Removal Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Removal Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Removal Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Repair Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Repair Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Repair Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Calibration Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Calibration Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Calibration Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Reset Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Reset Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Reset Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Test Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Test Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Test Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Training Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Training Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Training Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Inspection Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Inspection Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Inspection Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Maintenance Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Maintenance Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Maintenance Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Replacement Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Replacement Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Replacement Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Upgrade Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Upgrade Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Upgrade Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Installation Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Installation Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Installation Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Removal Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Removal Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Removal Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Repair Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Repair Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Repair Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Calibration Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Calibration Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Calibration Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Reset Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Reset Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Reset Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Test Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Test Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Test Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Training Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Training Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Training Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Inspection Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Inspection Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Inspection Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Maintenance Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Maintenance Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Maintenance Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Replacement Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Replacement Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Replacement Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Upgrade Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Upgrade Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Upgrade Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Installation Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Installation Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Installation Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Removal Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Removal Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Removal Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Repair Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Repair Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Repair Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Calibration Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Calibration Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Calibration Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Reset Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Reset Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Reset Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Test Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Test Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Test Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Training Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Training Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Training Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Inspection Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Inspection Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Inspection Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Maintenance Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Maintenance Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Maintenance Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Replacement Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Replacement Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Replacement Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Upgrade Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Upgrade Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Upgrade Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Installation Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Installation Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Installation Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Removal Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Removal Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Removal Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Repair Report:	YAMAMOTO ARCHITECTURE
Project Fire Sprinkler Repair Report:	YAMAMOTO ARCHITECTURE
Project Fire Extinguisher Repair Report:	YAMAMOTO ARCHITECTURE
Project Fire Alarm Calibration Report:	YAM





Free Simple Floor Area (1F)		
Name	ID	Area
Residential Area		2,917 sq ft
TH01		522 sq ft
TH02		1,380 sq ft
Amenity area exclusion		0 sq ft
Storage area exclusion		0 sq ft
Wall thickness exclusion		0 sq ft
Net residential Area		1,984 sq ft
W/Loss		1,084 sq ft
Open Balcony area		0 sq ft



	Rowen buildings	For single HR	For single Heritage	Total £
First floor	0.1	122 R	167 E	289 R
Second floor	1,261 R	0 E	147 E	1,408 R
Third floor	0.1	122 E	167 E	289 R
Fourth floor	349 R			349 E
Fifth floor	474 R			474 E
Sixth floor	475 R			475 E
Total	2,143 R	244 R	314 E	2,697 R

**Example 1: All-Party Agreement**  
 A partnership is a common-law partnership.  
 The partnership agreement provides that the partnership may not be dissolved or its business sold without the unanimous consent of all the partners.

YAMAMOTO  
ARCHITECTURE

342-01 Thang Binh Avenue  
Hanoi, Viet Nam  
T +84 24 751 1122 F +84 24 751 1122

## ABSTRACT

Residential Development

5368 Commercial Drive  
Van Nuys, CA

**Specialty First Book**

0000-0001-9150-5528

0000-0001-9150-5528

ASTM A2.01o


[illegible]

1. *Journal of Management Studies*, 1996, 33, 1, 1-14.



