



REQUEST FOR PROPOSALS

**REAL ESTATE DEVELOPMENT OPPORTUNITY
ADJACENT TO B.C. PLACE STADIUM
DEVELOPMENT SITE 10A**

April 20, 2009

(PayCo or B.C. Place Logos or Symbols)

REQUEST FOR PROPOSALS

**REAL ESTATE DEVELOPMENT OPPORTUNITY
ADJACENT TO B.C. PLACE STADIUM**

DEVELOPMENT SITE 10A

April 20, 2009

TABLE OF CONTENTS

1. INTRODUCTION	f
1.1 Purpose	1
1.2 RFP Closing	1
1.3 Definitions	1
1.4 Exhibits	4
2. SUMMARY OF REAL PROPERTY DEVELOPMENT OPPORTUNITY	4
2.1 Upgrade Project Background	4
2.2 Operation of Upgraded Stadium	5
2.3 Additional North-East False Creek Projects	5
2.4 Land Uses, Density and Other Conditions of Development Opportunity	5
2.5 Site Rezoning	7
2.6 Master Development Agreement	8
2.7 Ground Lease	9
2.8 Possible Separate Developments of North Parcel and South Parcel of Development Site 10A10	12
2.9 Participation with Multiple Proponents	12
3. INSTRUCTIONS TO PROPONENTS	12
3.1 Closing Time and Address For Proposal Delivery	12
3.2 Number of Copies	12
3.3 Late Proposals	12
3.4 Amendments to Proposals	12
3.5 Inquiries	12
3.6 Information Meeting	13
3.7 Addenda	13
4. REQUIRED CONTENTS OF PROPOSALS	13
4.1 Organization of Proposal	13
4.2 Corporate Description	14
4.3 Additional Contents of Proposals	14
4.4 Consortium Information	18
4.5 Approach	18
4.6 Signature	18
5. EVALUATION AND SELECTION	18
5.1 Evaluation Committee	18
5.2 Evaluation Criteria	18
5.3 Additional Information	17
5.4 Interviews	17
5.5 Negotiation of Master Development Agreement	17
6. GENERAL CONDITIONS	18
6.1 No Obligation	18

5.2	Proponent's Expenses.....	18
6.3	No Claims.....	18
6.4	No Lobbying.....	19
6.5	Conflict of Interest.....	19
6.6	Solicitation of Council Members.....	19
6.7	Confidentiality.....	20

ATTACHMENTS:

Exhibit A	Sketch Plan Showing the Current Boundaries of the B.C. Place Lands and (the currently-anticipated) location of Development Site 10A, Development Site 10C and the Remainder of the B.C. Place Lands following completion of the Smithe Street Realignment
Exhibit B	Plan Showing Proposed Smithe Street Realignment
Exhibit C	Copy of Upgrade Commitment Agreement (without Schedule B)
Exhibit D	Copy of City Staff Report
Exhibit E	Copy of ODP Amendment (as Enacted)
Exhibit F	Preferred Form of Master Development Agreement (without completed Schedules)
Exhibit G	Preferred Form of Ground Lease (without completed Schedules)
Exhibit H	Preliminary List of Anticipated Project Milestones
Exhibit I	Plans Showing Possible North Parcel and South Parcel Development Sites

REQUEST FOR PROPOSALS

1. INTRODUCTION

1.1 Purpose

The purpose of this RFP is to select a Preferred Proponent with respect to the development of all or selected portions of Development Site 10A and, for such purposes, to negotiate, settle and execute a Master Development Agreement and a Ground Lease, as such terms are defined in this RFP

Some relevant background and a brief overview of the Real Property Development Opportunity (herein defined) which is the subject of this RFP is provided in Article 2 below

1.2 RFP Closing

Proposals from Proponents, prepared in accordance with the instructions set out in Articles 3 and 4 of this RFP, must be received by PavCo prior to:

4:00 pm, Vancouver local time
May 22, 2009.

Any proposals received after such date and time will not be considered by PavCo in connection with the potential development and lease of Development Site 10A.

1.3 Definitions

In addition to any terms otherwise defined below or elsewhere in this document, in this RFP, the following definitions will apply:

- (a) "Acceptable Rezoning" will have the meaning ascribed thereto in the Master Development Agreement;
- (b) "Acceptable Subdivision" will have the meaning ascribed thereto in the Master Development Agreement (and which may contemplate traditional lot or airspace parcel subdivisions);
- (c) "B.C. Place Lands" means those lands located in the City of Vancouver, in the Province of British Columbia and legally described as:

Parcel Identifier: 006-332-614
Lot 153
False Creek
Plan 20421,

as the same may be reconfigured to accommodate and implement the Smithe Street Realignment;

- (d) **"City Staff Report"** means that Policy Report prepared by Vancouver City Staff to Vancouver City Council dated September 3, 2008, a copy of which is attached as Exhibit D to this RFP;
- (e) **"Closing Time"** has the meaning set out in Sections 1.2 and 3.1;
- (f) **"Contact Person"** means the person identified in Section 3.5;
- (g) **"Developer's Project"** means the development and use of Development Site 10A as proposed by the Developer pursuant to this RFP, and as may be further refined and specified by agreement between the Developer and PavCo as set out in the Master Development Agreement;
- (h) **"Development Site 10A"** means that portion of the B.C. Place Lands shown in heavy outline and labelled "Development Site 10A" on the plan attached as Exhibit A to this RFP;
- (i) **"Development Site 10C"** means that portion of the B.C. Place Lands shown in heavy outline and labelled "Development Site 10C" on the plan attached as Exhibit A to this RFP;
- (j) **"Evaluation Committee"** has the meaning set out Section 5.1;
- (k) **"Ground Lease"** means a lease to be granted by PavCo to the Developer as contemplated in Section 2.7 of this RFP and as otherwise more fully described in the Master Development Agreement, the preferred form of which is attached as Exhibit G to this RFP;
- (l) **"Information Meeting"** has the meaning set out in Section 3.6;
- (m) **"Master Development Agreement"** means a Master Development Agreement to be settled between and executed by PavCo and the Developer as contemplated in Section 2.6 of this RFP, the preferred form of which is attached as Exhibit F to this RFP;
- (n) **"North Parcel"** means that portion of Development Site 10A generally as shown and so labelled on the plan attached as Exhibit B to this RFP, as may be agreed by PavCo and the Developer to be developed separately from the South Parcel;
- (o) **"ODP Amendment"** means the amendment to the Vancouver City North-East False Official Development Plan recommended in the City Staff Report, enacted on October 30, 2008 as Bylaw 9753, a copy of which, as enacted, is attached as Exhibit E to this RFP;
- (p) **"Participation Rent"** means any payment, in the character of rent, contemplated to be made by the Tenant to the Landlord under the Ground Lease in addition to Annual Basic Rent and Additional Rent, as such terms are defined in the Ground Lease;

- (q) **"PavCo"** means British Columbia Pavilion Corporation, a Crown Corporation of the Province, having a business address at 1900 – 999 West Hastings Street, Vancouver, British Columbia, V6C 2W2;
- (r) **"Preferred Proponent"** means the Proponent selected by the Evaluation Committee to enter into negotiations with PavCo with respect to the settlement, execution and delivery of a Master Development Agreement and the resulting development and lease of Development Site 10A,
- (s) **"Proponent"** means an entity that submits a Proposal;
- (t) **"Proposal"** means a proposal submitted in response to this RFP,
- (u) **"Province"** means Her Majesty The Queen in Right of the Province of British Columbia;
- (v) **"Real Property Development Opportunity"** means the real property development opportunity relating to Development Site 10A described in this RFP;
- (w) **"RFEI"** means the Request for Expressions of Interest dated January 26, 2009, issued by PavCo in respect of the Real Property Development Opportunity, as may have been supplemented or amended from time to time as contemplated therein;
- (x) **"RFP"** means this Request for Proposals,
- (y) **"Site Rezoning"** has the meaning set out in Section 2.5,
- (z) **"Smitha Street Realignment"** will have the meaning ascribed thereto in the Master Development Agreement;
- (aa) **"South Parcel"** means that portion of Development Site 10A generally as shown and so labelled on the plan attached as Exhibit B to this RFP, as may be agreed by PavCo and the Developer to be developed separately from the North Parcel;
- (bb) **"UCA"** means the "Upgrade Commitment Agreement" dated for reference the 14th day of October, 2008, a copy of which is attached as Exhibit C to this RFP;
- (cc) **"Upgrade Project"** means the design, construction and completion of the Upgraded Stadium;
- (dd) **"Upgraded Stadium"** means the B.C. Place Stadium, as refurbished through the Upgrade Project and in accordance with the UCA; and
- (ee) **"Vancouver City Council"** means the Council of the City of Vancouver, as duly constituted from time to time.

1.4 Exhibits

The following Exhibits are attached to and comprise integral components of this RFP:

Exhibit A	Sketch Plan Showing the Current Boundaries of the B.C. Place Lands and (the currently-anticipated) location of Development Site 10A, Development Site 10C and the Remainder of the B.C. Place Lands following completion of the Smithe Street Realignment
Exhibit B	Plan Showing Proposed Smithe Street Realignment
Exhibit C	Copy of Upgrade Commitment Agreement (without Schedule B)
Exhibit D	Copy of City Staff Report
Exhibit E	Copy of ODP Amendment (as Enacted)
Exhibit F	Preferred Form of Master Development Agreement (without completed Schedules)
Exhibit G	Preferred Form of Ground Lease (without completed Schedules)
Exhibit H	Preliminary List of Anticipated Project Milestones
Exhibit I	Plans Showing Possible North Parcel and South Parcel Development Sites

2. SUMMARY OF REAL PROPERTY DEVELOPMENT OPPORTUNITY

2.1 Upgrade Project Background

B.C. Place Stadium was originally constructed at the direction of the Province in conjunction with the staging of the Expo 86 World Exposition in Vancouver. PavCo and the Province have determined that the significant public investment in the B.C. Place Stadium and the broad community economic benefits afforded by this major public amenity should be preserved and improved on a long term basis. The Upgrade Project implements these objectives of PavCo and the Province.

The Upgrade Project comprises substantial refurbishment of and improvement to the existing B.C. Place Stadium. The Upgrade Project will, among other works, consist of the following key components:

- (a) **prior to the commencement of the Vancouver 2010 Winter Olympic and Paralympic Games:**
- (1) seismic upgrades to the structure and ring beam and strengthening of the pedestrian concourse above Expo Boulevard;
 - (2) upgrades to all public washrooms;
 - (3) revisions to the interior concourse areas and pedestrian ramps including flooring;
 - (4) upgrades to concessions and suites, including adding more of both;
 - (5) upgrades to facilitate greater accessibility for the disabled;
 - (6) introduction of way-finding; and

- (7) upgrades to seating, providing a range of qualities; and
- (b) following completion of the 2010 Olympic and Paralympic Games, a new fabric roof.

Agreements have been reached between the City and PavCo in connection with the Upgrade Project and the ODP Amendment contemplates various development approvals required in connection with the future development of Development Site 10A and Development Site 10C. PavCo and the City have executed and delivered (and Vancouver City Council has approved of) the UCA

On October 30, 2008, Vancouver City Council enacted the ODP Amendment.

2.2 Operation of Upgraded Stadium

When completed, the Upgraded Stadium will continue to be operated by PavCo for a wide range of events and adjacent developments, including developments on Development Site 10A, must accommodate such uses of the Upgraded Stadium.

PavCo has executed an agreement with the Vancouver Whitecaps Football Club, contemplating the relocation of the soccer operations of the Whitecaps to the Upgraded Stadium, commencing in the Spring of 2011.

B.C. Place Stadium has also been the home field for the B.C. Lions Football Club since 1983 and agreements are in place for the B.C. Lions to continue to use B.C. Place Stadium for the Lions' home games on a long-term basis

In addition, PavCo has completed, or is in discussions with other organizations to complete, agreements relating to long-term and special event accommodation of other sports operations, concerts, trade shows, tournaments and other private and community events

2.3 Additional North-East False Creek Projects

PavCo and the City contemplate, as described in the City Staff Policy Report, that additional significant developments may occur in the North-East False Creek area.

By way of example, planning is in process (and contemplated in the ODP Amendment) to relocate the Vancouver Art Gallery from its current location on West Georgia Street to a portion of the "Plaza of Nations" site (Site 6B as described in the City Staff Report and the ODP Amendment) to create a new, expanded and attractive venue on the False Creek waterfront for the Vancouver Art Gallery's exhibits and related activities, for the anticipated benefit of the entirety of the North-East False Creek community

2.4 Land Uses, Density and Other Conditions of Development Opportunity

In conjunction with the design, construction and operation of the Upgraded Stadium, PavCo wishes to offer to interested parties opportunities (by way of long-term Ground Leases as described in Section 2.7 below) for the development, construction and operation of significant real property development projects on Development Site 10A

To assist prospective Proponents in considering the opportunities afforded by this RFP, Proponents should carefully review the City Staff Report, the UCA, the ODP Amendment and High Level Review processes employed by the City to familiarize themselves with the general scale, uses and conditions of future developments upon Development Site 10A and in surrounding areas, when approved through the enactment of an applicable Site Rezoning (as defined in Section 2.5 below).

Without attempting to provide an exhaustive description of these matters, PavCo offers the following information to prospective Proponents:

- (a) **General Themes and Objectives:**
- (1) the City Staff Report and the ODP Amendment contemplate the future development of a total maximum of 130,060 metres (1,400,000 square feet) of floor space for all uses on both Development Site 10A and Development Site 10C;
 - (2) development will require the delivery of a minimum of 65,000 square metres (700,000 square feet) of non-residential floor space to be developed on the two Development Sites;
 - (3) development of a maximum of 65,000 square metres (700,000 square feet) of residential floor space may be permitted through Site Rezonings in connection with the two Development Sites subject to "stringent provisions about noise mitigation, and notification to purchasers and residents about noise";
 - (4) the City will require retail and service uses along the Smith Street Realignment to the west of Development Site 10A and along Pacific Boulevard and other locations where the City determines that there will be significant numbers of pedestrians;
 - (5) the aggregate of building areas contemplated to be developed upon Development Site 10A and Development Site 10C must be appropriately allocated between these two Development Sites by agreements between PavCo and prospective developers of Development Site 10A and Development Site 10C to avoid conflicts in intended uses and allocation of development density; and
 - (6) as described in the City Staff Report and as confirmed in the UCA, it is intended by both parties (and effectively confirmed by the City) that there will be no Development Cost Levies nor any Community Amenity Charges imposed upon or payable to the City in connection with Site Rezonings or development of the Development Site 10A or Development Site 10C;

(b) Re: Development Site 10A:

- (1) Proponents should review the relevant sections of the City Staff Report, the ODP Amendment and the UCA in connection with confirmations of the intention of the City (and PavCo) that Smith Street will be realigned through future agreements between Concord Pacific and the City, or between Concord Pacific and PavCo, or all of them, to dedicate streets, exchange lands and create Development Site 10A;
- (2) prospective Proponents should take note of those provisions of the City Staff Report dealing with the intentions of the City and PavCo to provide service vehicle access from the Stadium floor of B.C. Place Stadium through Development Site 10A, as such exiting routes may affect developments upon Development Site 10A;
- (3) Proponents should also note the expectations of the City for the accommodation of a street car transportation system within a volumetric statutory right-of-way along the southerly boundary of Development Site 10A as set out in the City Staff Report and Section 6.4 of the UCA;
- (4) Proponents should also note the obligation contemplated in the Master Development Agreement that the Developer of Development Site 10A will be responsible to pay for upgrades to existing utilities and services which are required to serve Development Site 10A; and
- (5) Proponents should also note the obligation contemplated in the UCA (and in the Master Development Agreement) as to the provision of public access across Development Site 10A for general pedestrian purposes and to accommodate both pedestrian and vehicular exiting from B.C. Place Stadium.

2.5 Site Rezoning

The ODP Amendment contemplates processes leading to specific rezoning amendments to the City of Vancouver's Zoning Development By-Law, as applicable to Development Site 10A and Development Site 10C (**Site Rezoning**). Any Site Rezoning applicable to Development Site 10A must reflect the principles and processes set out in:

- (a) the ODP Amendment;
- (b) the City Staff Report;
- (c) the UCA, and
- (d) the Master Development Agreement described in Section 2.6 below

PavCo wishes to ensure that the party (or parties) chosen by PavCo as the Preferred Proponent pursuant to this RFP will be directly involved with PavCo and the City in connection with the Site

Rezoning for Development Site 10A to optimize terms of such Site Rezoning and site and building configurations, as well as servicing and other infrastructure requirements, relating to Development Site 10A. Any fees or other expenses payable to the City of Vancouver to apply for and obtain enactment of the Site Rezoning will be paid by the Developer.

2.6 Master Development Agreement

Following selection of the Preferred Proponent pursuant to this RFP, PavCo and such Preferred Proponent will designate their respective representatives to promptly, diligently and expeditiously meet, discuss, settle and execute a Master Development Agreement.

It is a fundamental condition of PavCo's selection of the Preferred Proponent that a Master Development Agreement must be settled and executed by both PavCo and the "Developer" within 90 days following the date of selection by PavCo of the Preferred Proponent. Proponents should note that if the Master Development Agreement is not settled and executed by both PavCo and the Developer within such 90 day period, PavCo may elect to extend the time limited for settlement and execution of the Master Development Agreement or to exercise any of the options set out in Section 5.5 of this RFP.

PavCo's preferred form of Master Development Agreement is attached as Exhibit F to this RFP.

The Master Development Agreement is intended to comprise a comprehensive agreement between PavCo and the Preferred Proponent (or any other related party designated by the Preferred Proponent to comprise the "Developer" and the Developer's Project and as the Tenant under the Ground Lease) to address and govern, *inter alia*, the following key issues:

- (a) the establishment of the identity and the substantiation of the continued financial and managerial capabilities of the proposed Developer to undertake and complete the Developer's Project;
- (b) the establishment of all key components of the Developer's Project (as to minimum and maximum Development Density to be allocated to Development Site 10A, any permitted uses, the forms and locations of buildings to be construction upon Development Site 10A, etc.);
- (c) the establishment of a list of key Project Milestones and a relevant schedule of target and final dates for the accomplishment of each of such Project Milestones;
- (d) the coordination and allocation of responsibilities for costs relating to obtaining all requisite Development Approvals required for the Developer's Project including, in particular, any Site Rezoning (in respect of which the Developer will pay any fees and related expenses as required by the City) and subdivision of the B.C. Place Lands (including through implementation of the Smithe Street Realignment) to establish Development Site 10A (and possibly the North Parcel and/or the South Parcel) and the remainder of the B.C. Place Lands as separate legal parcels;

- (e) the coordination of construction activities required and relating to both the Upgrade Project and the Developer's Project, including, as necessary, the Smith Street Realignment;
- (f) the settlement and execution of the Ground Lease of Development Site 10A and relating to the Developer's Project;
- (g) the allocation of responsibilities and costs for any off-site and on-site Infrastructure Works and services required in connection with the Site Rezoning, any requisite subdivision and the Developer's Project, and
- (h) the establishment of key terms and conditions required to permit the Developer to obtain construction and long-term financing for all or any component of the Developer's Project.

The preferred form of the Master Development Agreement attached as Exhibit F to this RFP contemplates the attachment of a number of Schedules thereto, which will include, *inter alia*, lists of Project Documents and Permitted Encumbrances, a detailed Description of the Developer's Project, detailed Target Rezoning Requirements and Target Subdivision Requirements, an updated Current Project Schedule, an updated Current Project Milestones, as well as the approved forms of the "B.C. Place Construction and Maintenance Easement", the "B.C. Place Access Easement", the "B.C. Place Parking Easement" and the "Tripartite Agreement". Each of these Schedules to the Master Development Agreement will be settled between PavCo and the Developer within the time limited in this RFP to settle and execute the Master Development Agreement.

Prospective Proponents should review and familiarize themselves with the key terms and conditions of the preferred form of Master Development Agreement and, as part of any Proposal delivered in response to this RFP, prospective Proponents should clearly state any changes proposed by the Proponent to the terms and conditions of the form of Master Development Agreement attached to this RFP.

2.7 Ground Lease

As a component of settlement and execution of the Master Development Agreement, PavCo expects that the Preferred Proponent and PavCo will settle the form of the Ground Lease to be granted by PavCo to the "Developer" based on terms proposed by the Preferred Proponent and approved by PavCo through the process of settlement and execution of the Master Development Agreement.

PavCo's preferred form of the Ground Lease is attached as Exhibit G to this RFP.

The form of the Ground Lease (and any related Schedules thereto) must be settled concurrently with execution and delivery of the Master Development Agreement; PROVIDED THAT the Ground Lease will not be granted nor become effective until all "Ground Lease Preconditions" set out in the Master Development Agreement have been satisfied.

Prospective Proponents should review and familiarize themselves with the key terms and conditions of the preferred form of Ground Lease and, as part of any Proposal delivered in response to this RFP, prospective Proponents should:

- (a) clearly describe any alternative approaches, of benefit to the Developer and PavCo, as to the establishment of payment of Annual Basic Rent from the methodologies set out in the attached form of Ground Lease,
- (b) clearly describe any proposals as to payment of any form of Participation Rent (in addition to Annual Basic Rent and other Additional Rent) payable under the Ground Lease;
- (c) note that the attached form of Ground Lease contemplates the use of Development Site 10A for various commercial and non-residential purposes. PROVIDED THAT if any prospective Proponent should wish to include residential uses of Development Site 10A as "Permitted Uses" under the Ground Lease, further revisions will be required to be made to the form of Ground Lease to accommodate such potential residential uses, including, as may be agreed, provisions relating to the attachment and implementation of a "Model Strata Lease" with respect to the creation of a leasehold strata plan as a component of the Developer's Project; and
- (d) clearly state any changes proposed by the Proponent to the terms and conditions of the form of Ground Lease attached to this RFP

2.8 Possible Separate Developments of North Parcel and South Parcel of Development Site 10A

Although this RFP generally contemplates that the entirety of Development Site 10A will be the subject of the Master Development Agreement and a single Ground Lease, PavCo is prepared to consider the possibility that Development Site 10A might optimally be developed in two separate parcels, respectively shown as the "North Parcel" and the "South Parcel" on the plans attached to and comprising Exhibit I to this RFP.

If any prospective Proponent wishes to deliver a Proposal in respect of the development of the North Parcel or the South Parcel, alone or as to the development of both the North Parcel and the South Parcel as separate projects, rather than in respect of the entirety of Development Site 10A, any Proposals delivered by prospective Proponents to PavCo under this RFP should clearly state such intention and:

- (a) prospective Proponents should carefully review the plans comprising Exhibit I, which are offered for illustrative purposes only;
- (b) the drawings attached as Exhibit I outline development area potentials by levels and in total for each of the North Parcel and the South Parcel;
- (c) prospective Proponents should note that the possible separate development of the North Parcel from the South Parcel had not been considered by the City as

part of the ODP process and will require separate review by and discussions with City Planning and City Engineering staff in due course;

- (d) development of the North Parcel separately from the South Parcel may provide for a broader range of Proposals from an increased number of prospective Proponents than would be the case for development of the entirety of Development Site 10A; and
- (e) development of the South Parcel abutting the B.C. Place Stadium Building, at Levels 2, 3 and 4 as generally shown on the plans attached as Exhibit I, may provide opportunities for greater synergy with B.C. Place Stadium operations, as well as:
 - (i) eliminating the need for extensive retail depth and animation along the interior Level 2 concourse, which, although strongly preferred by the City, may be difficult to achieve, both from a market and economic perspective and as pertains to achieving desired Urban Density quality of space and experience;
 - (ii) creating greater clarity as to "public realm" vs "private realm";
 - (iii) reinforcing "public realm" through strengthening access to Smith Street, through a major public access grand stairway;
 - (iv) redistributing access to B.C. Place, from the current 85% arrival loading from Beatty Street, to a more evenly-distributed access from Expo Boulevard to the east Smith Street to the west and Pacific Boulevard to the south (and in doing so, distributing pedestrian activity more evenly throughout the North East False Creek community to the benefit of adjacent development parcels), and
 - (v) allowing for possible phasing of development of Development Site 10A

If Proposals of sufficient interest are received by PavCo from prospective Proponents for separate development of the North Parcel from the South Parcel, then PavCo may elect to accept alternative arrangements which provide for separate Master Development Agreements, separate Site Rezoning and separate Ground Leases with respect to the North Parcel and the South Parcel respectively; PROVIDED THAT:

- (f) any separate developments of the North Parcel and the South Parcel must:
 - (i) accommodate, to the satisfaction of PavCo and any other relevant governmental authorities, vehicular exiting and pedestrian access and existing requirements from and to B.C. Place; and
 - (ii) accommodate and secure, to the satisfaction of PavCo, the timely construction of underground parking structures servicing B.C. Place Stadium and the North Parcel and/or South Parcel, respectively.

2.9 Participation with Multiple Proponents

PavCo recognizes that different components of the development of Development Site 10A may attract different developers or operators and different entities may be interested in joining with others to form a consortium or team in connection with a proposed acquisition and development of such Development Site. For the purposes of this RFP, participation by entities in more than one Proposal will be permitted.

3. INSTRUCTIONS TO PROPONENTS

3.1 Closing Time and Address For Proposal Delivery

- (a) Proposals must be received on or before the following date (the "Closing Time") as set out in Section 1.2.
- (b) Proposals must be delivered to:

**B.C. Pavillon Corporation
c/o B.C. Place
777 Pacific Boulevard
Vancouver, B.C., Canada V6B 4Y8**

Attention: Mr. Howard Crosley, General Manager of B.C. Place

3.2 Number of Copies

Proponents should submit the original plus five hard copies of their Proposals. Proposals should be in a sealed package, marked on the outside with the RFP title and reference number. No oral or electronically transmitted Proposals will be accepted.

3.3 Late Proposals

Proposals received after the Closing Time will not be accepted. It is the sole responsibility of the Proponent to ensure its Proposal is received at the address indicated in Section 3.1 by the Closing Time.

3.4 Amendments to Proposals

An amendment to a Proposal will be considered only if the amendment is received in writing at the location stipulated in Section 3.1 before the Closing Time. Amendments must be signed by an authorized signatory of the Proponent.

3.5 Inquiries

All inquiries related to this RFP should be directed in writing to the person named below (the "Contact Person"):

Howard Crosley, General Manager of B.C. Place
Tel: (604) 661-3445
Fax: (604) 661-3412
E-mail: HCrosley@bcpavco.com

Information obtained from any person or source other than the Contact Person may not be relied upon.

Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of PavCo.

Proponents finding discrepancies or omissions in this RFP, or in any of the documents or materials attached hereto, or having doubts as to the meaning or intent of any provision, should immediately notify the Contact Person. If PavCo determines that an amendment is required to this RFP, the Contact Person will issue an addendum in accordance with Section 3.7. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

3.6 Information Meeting

An information meeting may be hosted by the Contact Person to discuss PavCo's requirements under this RFP (the "Information Meeting"). While attendance is at the discretion of Proponents, Proponents who do not attend will be deemed to have attended the Information Meeting and to have received all of the information given at the Information Meeting.

3.7 Addenda

If PavCo determines that an amendment is required to this RFP, the Contact Person will issue a written addendum that will form part of this RFP. No amendment of any kind to the RFP is effective unless it is contained in a formal written addendum issued by the Contact Person.

4. REQUIRED CONTENTS OF PROPOSALS

4.1 Organization of Proposal

Proposals should be divided into parts as follows:

(a) **Cover Page:**

A cover page showing the Closing Time, the Proponent's full name and mailing address and the name, title, address, telephone number, email address and fax number of the authorized contact person for the Proponent, for clarification or further information requests or notifications;

(b) **Table of Contents; and**

(c) **A separate section covering each of the topics described in Sections 4.2 through 4.5 of this RFP.**

4.2 Corporate Description

A statement describing the Proponent as follows:

- (a) the full legal name and incorporation/registration number (if applicable);
- (b) the registered office address;
- (c) a list of current directors; and
- (d) the name, address, telephone number, email address and fax number for a contact person (provided that if the Proponent is a consortium, then the foregoing information should be provided for one contact person on behalf of all members of the consortium).

4.3 Additional Contents of Proposals

In preparing and submitted Proposals, Proponents must include in any such Proposals information in reasonable detail, as to the following matters.

- (a) **Experience and Expertise:** Proponents must provide a brief description of projects similar to the Real Property Development Opportunity in which the Proponent has been involved, including specifics of the responsibility and risks taken by the Proponent;
- (b) **Financial Capabilities:** Proponents must provide reasonable assurances (and evidence and reputable references) as to the Proponent's current and continuing financial capability to undertake and complete design, development and construction processes for the Developer's Project (which may be accomplished through covenants of guarantee, indemnity or financial support from affiliated corporations or entities), together with a description of the anticipated source and nature of funding the Proponent anticipates it would use if selected as the Preferred Proponent pursuant to this RFP;
- (c) **Proposed Developer's Project:** Proponents will be required to outline, in reasonable detail, their intentions with respect to land uses, density and compatibility of developments proposed upon Development Site 10A, in compliance with the ODP Amendment, any Site Rezoning as contemplated in the ODP Amendment and in the City Staff Report, and in support of (or not in conflict with) the Upgrade Project and continuing B C Place operations, together with the Proponent's anticipated date for exclusive occupation of Development Site 10A for commencement of construction of the Developer's Project thereupon;
- (d) **Annual Basic Rent.** Proponents will be required to make specific proposals as to the quantum or rate of Annual Basic Rent (or other forms of payments, such as by way of Participation Rent, to be made by the Developer or the Tenant to the Landlord) under any Ground Lease, and these matters will be settled between

PavCo and the Preferred Proponent concurrently with negotiation, settlement and execution of any Master Development Agreement;

- (e) **Changes to Master Development Agreement:** if any significant amendments are proposed by the Proponent to the preferred form of Master Development Agreement attached as Exhibit F to this RFP, the Proposal should identify any such proposed changes and provide, in reasonable detail, the Proponent's supporting reasons therefor (and PavCo will provide, upon request, Word versions of this document to facilitate preparation of any proposed changes thereto).
- (f) **Changes to Ground Lease:** If any significant amendments are proposed by the Proponent to the preferred form of Ground Lease attached as Exhibit G to this RFP, the Proposal should identify any such proposed changes and provide, in reasonable detail, the Proponent's supporting reasons therefor (and PavCo will provide, upon request, Word versions of this document to facilitate preparation of any proposed changes thereto);
- (g) **Deposits:** any Proposals submitted by any Proponent to PavCo in response to this RFP must be accompanied by a "good faith deposit" of \$100,000, made payable to Bull, Housser and Tupper LLP, in Trust. All good faith deposits will be invested by Bull, Housser and Tupper LLP in interest-bearing trust accounts and retained until a Master Development Agreement is executed by a selected Preferred Proponent. Good faith deposits paid by any Proponent which is not a party to a Master Development Agreement when executed by PavCo will be returned to such Proponent, together with any interest earned thereupon. The good faith deposit paid by the Preferred Proponent may be retained by PavCo as contemplated in Section 5.5 of this RFP and will be increased to \$500,000 by the Preferred Proponent upon execution of a Master Development Agreement. The \$500,000 deposit paid upon execution of a Master Development Agreement will be non-refundable following payment, except as may be expressly set out in the Master Development Agreement;
- (h) **Application of Deposits:** the \$100,000 deposit (submitted with each Proposal and to become non-refundable to any Preferred Proponent upon selection of the Preferred Proponent pursuant to this RFP) is intended to constitute payment of PavCo's out-of-pocket and other administrative costs in connection with negotiation and intended settlement and execution of a Master Development Agreement. The \$500,000 deposit (which is intended to become non-refundable to the Developer upon execution of the Master Development Agreement) is intended to provide security for payment of PavCo's out-of-pocket and administrative costs in connection with any Site Rezoning, any requisite subdivision approval and any other development processes relating to Development Site 10A and to the Developer's Project; and
- (i) **Complete Agreement.** the Master Development Agreement will, upon execution and delivery by both PavCo and the Developer, supersede and replace any and

all agreements or discussions between PavCo and any Preferred Proponent with respect to Development Site 10A and, without limitation, will supersede and render null and void both the RFEI and this RFP.

4.4 Consortium Information

If a Proponent consists of a consortium:

- (a) the information requested in Sections 4.2 and 4.3 of this RFP should be supplied, as appropriate, in respect of the individual members of the consortium whose experience, expertise, strength or ability is being relied upon;
- (b) a description of the relationship between consortium members of the Proponent, including the intended economic interest of each consortium member in the Proponent (e.g. size of initial investment and likely share of ownership) together with an illustration showing the Proponent's anticipated consortium structure and major sub-contracts; and
- (c) a brief description of any projects on which any two or more members of the consortium have worked together in the last five years

4.5 Approach

A brief description of the general approach the Proponent anticipates it will take in connection with any Developer's Project in connection with Development Site 10A if the Proponent is selected as the Preferred Proponent in formalizing its team and preparing to settle the Master Development Agreement, the Ground Lease and in implementing the Developer's Project.

4.6 Signature

Proposals should be signed by a person authorized to sign on behalf of the Proponent and bind the Proponent to statements made in the Proposal.

5. EVALUATION AND SELECTION

5.1 Evaluation Committee

The evaluation of Proposals will be undertaken on behalf of PavCo by the Evaluation Committee, which may consist of one or more persons. The Evaluation Committee may consult with others including PavCo staff members, third party consultants and references, as the Evaluation Committee may in its discretion decide is required. The Evaluation Committee will give a written recommendation for the selection of a Preferred Proponent or Preferred Proponents to PavCo.

5.2 Evaluation Criteria

The Evaluation Committee will compare and evaluate all Proposals to determine the Proponent's demonstrated capacity and ability to undertake the Developer's Project in order to determine the Proposal which may be most advantageous to PavCo and/or the Province of

British Columbia and/or which may provide the most beneficial financial return to PavCo and/or the Province of British Columbia (determined in the sole and unfettered discretion of PavCo), generally employing the following criteria:

- (a) the rates and/or quantum of Annual Basic Rent, Participation Rent and other consideration proposed to be payable to the Landlord (or the Province) under any Ground Lease;
- (b) the approach and methodology the Proponent would employ to undertake, complete and operate the Developer's Project;
- (c) the qualifications and experience of the Proponent, its key personnel and any proposed consultants and other advisors;
- (d) the Proponent's resources and capacity to complete the Developer's Project within the required schedule, if any;
- (e) the Proponent's demonstrated financial strength and ability to undertake the development and to undertake or manage the long term operation of the Developer's Project;
- (f) if the Proponent is a consortium, the consortium's strengths as requested in Section 4.4; and
- (g) the nature and extent of the Proponent's comments, if any, on required amendments to the draft Master Development Agreement and the draft Ground Lease.

The Evaluation Committee may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to any other Proponent's Proposal.

5.3 Additional Information

The Evaluation Committee may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Committee may make such requests to only selected Proponents. The Evaluation Committee may consider such clarifications or additional information in evaluating a Proposal.

5.4 Interviews

The Evaluation Committee may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Committee to provide clarifications of their Proposals. In such event, the Evaluation Committee will be entitled to consider the answers received in evaluating Proposals.

5.5 Negotiation of Master Development Agreement

If PavCo selects a Preferred Proponent, then it will enter into discussions with the Preferred Proponent to clarify any outstanding issues and attempt to finalize the terms and form of a

Master Development Agreement (and any related Schedules thereto). If discussions are successful, PavCo and the Preferred Proponent will execute a Master Development Agreement.

If at any time PavCo reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time then PavCo may give the Preferred Proponent written notice to terminate discussions. In which event, PavCo may, in its sole and unfettered discretion:

- (a) return the \$100,000 "good faith deposit" paid by the Preferred Proponent as contemplated in Sections 4.3(g) and 4.3(g) of this RFP in settlement of PavCo's out-of-pocket and administrative costs in connection with negotiating and endeavouring to settle and execute a Master Development Agreement with the Preferred Proponent;
- (b) open discussions with another Proponent or any other party in connection with Development Site 10A;
- (c) terminate this RFP; and/or
- (d) obtain or proceed with alternatives to the offering for sale and development of Development Site 10A.

in any manner as PavCo may, in its sole and unfettered discretion, determine to be advantageous or appropriate in the circumstances

6. GENERAL CONDITIONS

6.1 No Obligation

This RFP is not a tender and does not commit PavCo in any way to select a Preferred Proponent, or to proceed to negotiations for nor execution a Master Development Agreement, and PavCo reserves the complete right at any time to reject all Proposals and to terminate this RFP process.

6.2 Proponent's Expenses

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with PavCo or its representatives and consultants, relating to or arising from this RFP.

6.3 No Claims

PavCo and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Master Development Agreement, or other activity related to or arising out of this RFP.

6.4 No Lobbying

No representative of a Proponent should attempt to communicate directly or indirectly with any representative of PavCo, the Evaluation Committee, or any representative of the Province, at any stage of this RFP process, including during the evaluation process, except through communications to or with the Contact Person as expressly permitted under this RFP.

PavCo expressly cautions prospective Proponents that no contact should be made with any representative of the City of Vancouver under or in connection with this RFP except as follows:

- (a) any communications with the City of Vancouver in connection with the proposed development and use of Development Site 10A should be directed to:

Paula Huber
City of Vancouver Planning Department
453 West 12th Avenue
Vancouver, British Columbia V5Y 1V4
Telephone: (604) 871-6013
- (b) in no event will any Proponent have authority to make any commitments binding upon PavCo or upon or in connection with Development Site 10A until and unless and except as expressly set out in any Master Development Agreement when executed; and
- (c) PavCo makes no representations or warranties and accepts no responsibilities nor liabilities in connection with any investigations by or communications between any Proponent and any representative of the City of Vancouver

PavCo reserves the right to reject any Proposal from any Proponent that contravenes this Section.

6.5 Conflict of Interest

Proponents should disclose any potential conflicts of interest and existing business relationships they may have with PavCo. PavCo may reject a Proposal from any Proponent that PavCo judges would be in a conflict of interest if the Proponent settle, execute and delivery a Master Development Agreement.

6.6 Solicitation of Council Members

Proponents and their agents may not contact any member or representative of PavCo, other than the designated Contact Person and any other representative of PavCo designated in writing by PavCo, with respect to this RFP at any time prior to the settlement and execution of a Master Development Agreement or the date of termination of this RFP, and PavCo may reject the Proposal of any Proponent that makes any such contact

6.7 Confidentiality

All Proposals will, upon submission by any Proponent to PavCo, become the property of PavCo and will not be returned to the Proponent, and PavCo will have no responsibilities or liabilities to any Proponent with respect to any alleged or actual intellectual property or trade secrets created by or disclosed in any Proposal.

All Proposals will be held in confidence by PavCo unless otherwise required by law. Proponents should be aware PavCo is a "public body" defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

ATTACHMENTS:

Exhibit A	Sketch Plan Showing the Current Boundaries of the B.C Place Lands and (the currently-anticipated) location of Development Site 10A, Development Site 10C and the Remainder of the B.C Place Lands following completion of the Smithe Street Realignment
Exhibit B	Plan Showing Proposed Smithe Street Realignment
Exhibit C	Copy of Upgrade Commitment Agreement (without Schedule B)
Exhibit D	Copy of City Staff Report
Exhibit E	Copy of ODP Amendment (as Enacted)
Exhibit F	Preferred Form of Master Development Agreement (without completed Schedules)
Exhibit G	Preferred Form of Ground Lease (without completed Schedules)
Exhibit H	Preliminary List of Anticipated Project Milestones
Exhibit I	Plans Showing Possible North Parcel and South Parcel Development Sites

EXHIBIT A.

**SKETCH PLAN SHOWING THE CURRENT BOUNDARIES OF THE B.C. PLACE LANDS
AND (THE CURRENTLY-ANTICIPATED) LOCATION OF DEVELOPMENT SITE 10A,
DEVELOPMENT SITE 10C AND THE REMAINDER OF THE B.C. PLACE LANDS
FOLLOWING COMPLETION OF THE SMITHE STREET REALIGNMENT**

EXHIBIT A

SKETCH PLAN SHOWING THE CURRENT BOUNDARIES OF THE B.C. PLACE LANDS AND
(THE CURRENTLY ANTICIPATED) LOCATION OF DEVELOPMENT SITE 10A,
DEVELOPMENT SITE 10C AND THE REMAINDER OF THE B.C. PLACE LANDS
FOLLOWING COMPLETION OF THE SMITHE STREET REALIGNMENT

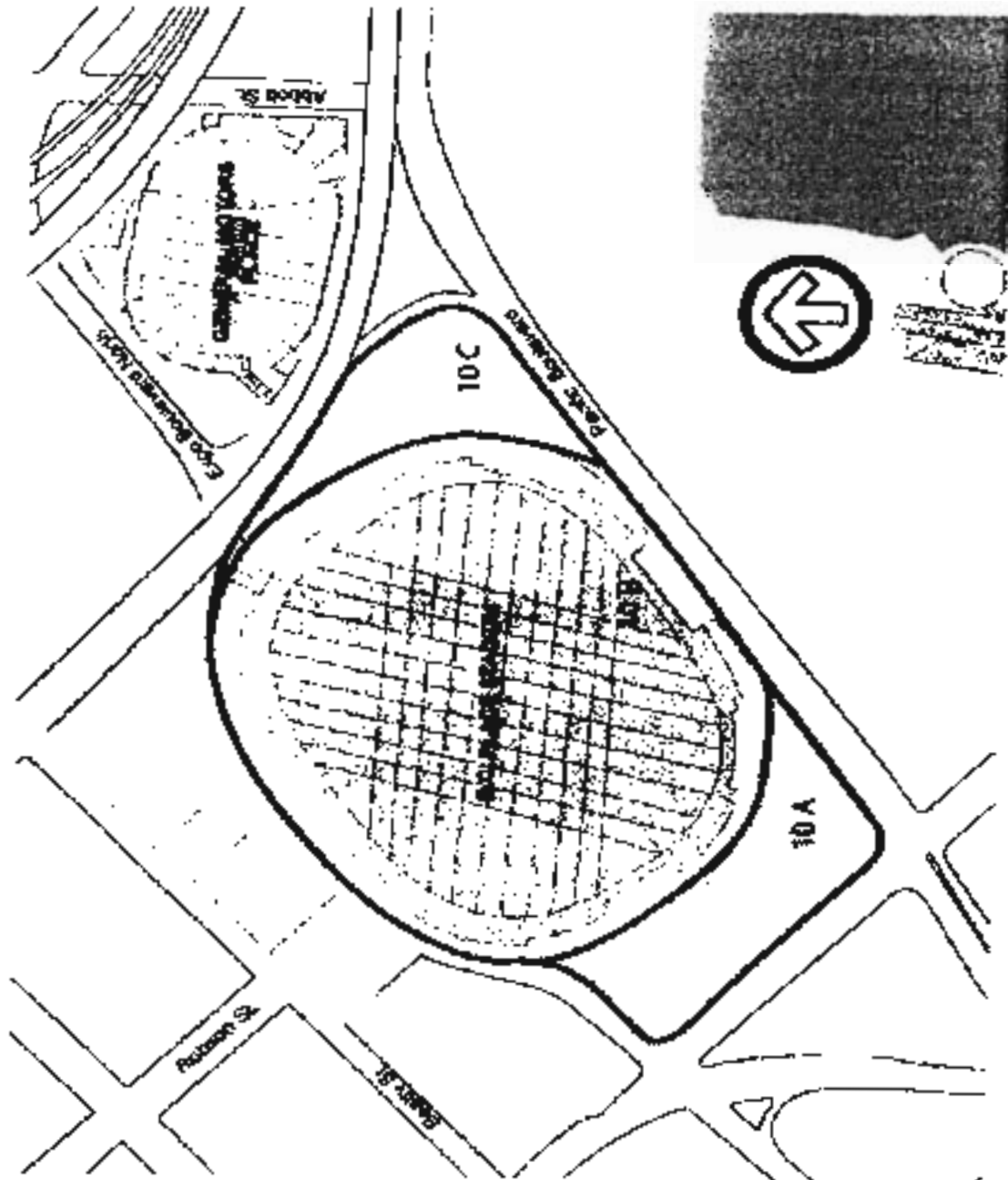
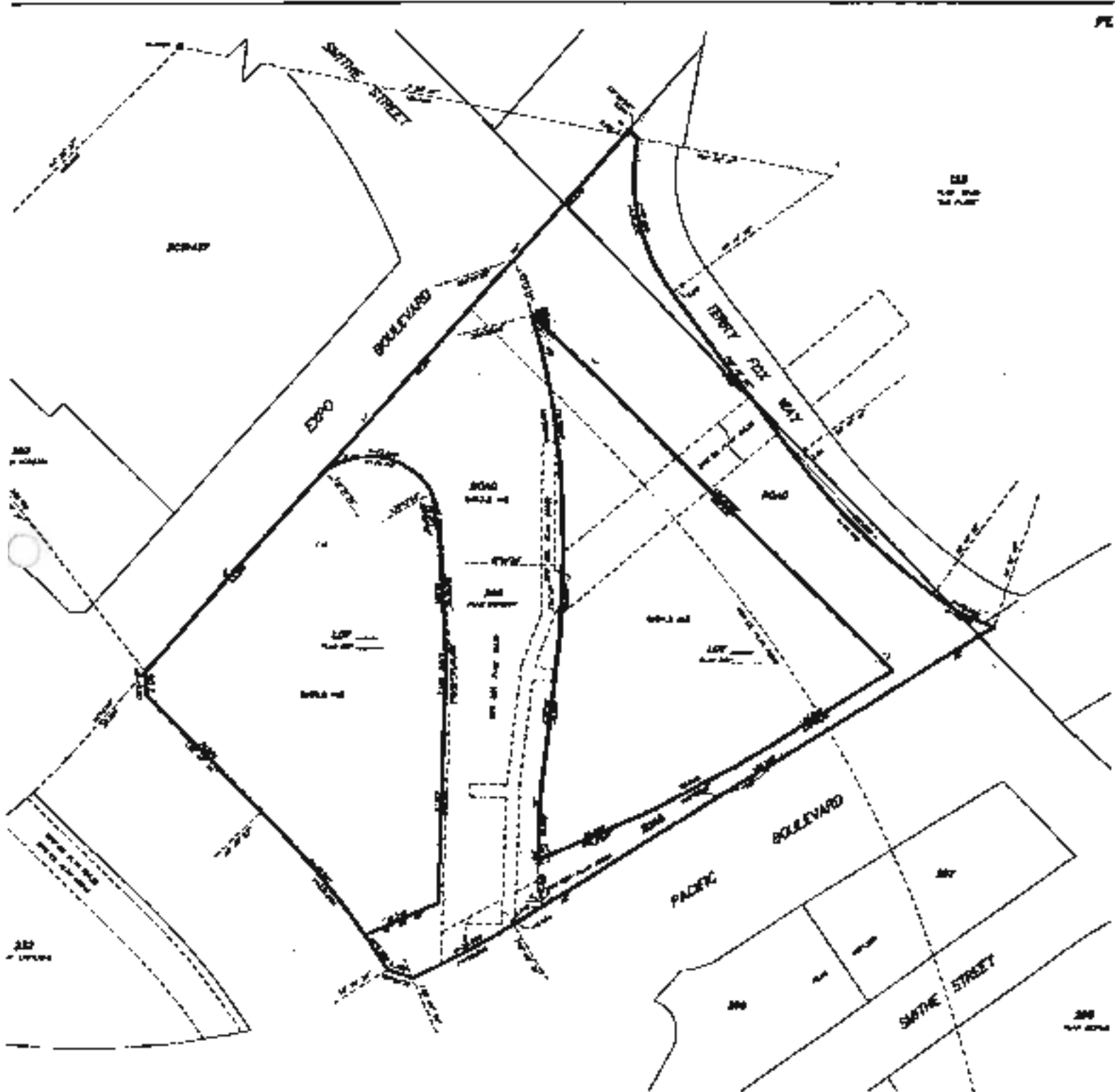


EXHIBIT B

PLAN SHOWING PROPOSED SMITHE STREET REALIGNMENT

EXHIBIT B

PLAN SHOWING PROPOSED SMITHE STREET REALIGNMENT



THIS PLAN LIES WITHIN THE GREATER WINGOCHER REGIONAL DISTRICT

EXHIBIT C

COPY OF UPGRADE COMMITMENT AGREEMENT (WITHOUT SCHEDULE B)

EXHIBIT C

COPY OF UPGRADE COMMITMENT
AGREEMENT (WITHOUT SCHEDULE B)

B.C. PLACE UPGRADE COMMITMENT AGREEMENT

BETWEEN

B.C. PAVILION CORPORATION

AND

CITY OF VANCOUVER

October 14, 2008

TABLE OF CONTENTS

	<u>Article</u>
Definitions and Interpretation.....	1
Council Discretion/Mutual Condition	2
Upgrade Commitment/Financial Issues	3
Process/Jurisdiction	4
Smith Street Extension/Land Exchange.....	5
Further Conditions	6
Notices	7
General	8

THIS AGREEMENT dated for reference the 14th day of October, 2008,

BETWEEN

B.C. PAVILION CORPORATION, a British Columbia corporation, having an office at 19th Floor, 999 West Hastings Street, Vancouver, British Columbia, V6C 2W2

("PavCo")

AND

CITY OF VANCOUVER, a municipal corporation, having an office at 453 West 12th Avenue, Vancouver, British Columbia, V5Y 1V4

(the "City")

WHEREAS:

- A. Capitalized terms used in these Recitals and defined in Section 1.1 of this Agreement shall have the meanings respectively ascribed thereto;
- B. PavCo, which is wholly owned by and is an agent of the Government of British Columbia, is the registered owner of Lot 153, which PavCo holds on behalf of the Government;
- C. PavCo intends to rehabilitate B.C. Place by proceeding with and completing the Upgrade;
- D. Completion of the Upgrade will extend the useful life of and enhance the use of B.C. Place for events attended by members of the general public, which extension and enhancement of such a major publicly owned and operated facility constitutes a significant community amenity;
- E. PavCo intends to finance the costs of the Upgrade, at least partially, by the sale or lease of all or portions of one or both of the Development Sites for development by others and/or the development of all or portions of one or both of the Development Sites directly by PavCo;
- F. To facilitate the creation and such eventual development of the Development Sites, PavCo has applied to the City for an amendment to the FCN ODP and City staff have prepared the Proposed ODP Amendments for consideration by Council;
- G. Any amendment to the FCN ODP, whether by way of the Proposed ODP Amendments or otherwise, is and remains, notwithstanding this Agreement, entirely at the discretion of Council;

- H. As an agent of the Government of British Columbia, PavCo is exempt from any enactment that would bind or affect the Government in the use or development of land, or in the planning construction, alteration, servicing, maintenance or use of improvements, as defined in the Assessment Act, including any by-law of the City in connection therewith;
- I. Prior to any public hearing of the Proposed ODP Amendments, the City Manager has requested that PavCo enter into this Agreement to confirm PavCo's commitment to proceed with and complete the Upgrade and certain related matters and PavCo has volunteered to so enter into this Agreement, all without fettering Council's discretion, however on the condition that this Agreement will cease to be effective if amendments to the FCN ODP (substantially in the form of the Proposed ODP Amendments or otherwise acceptable to the parties) are not adopted, by by-law enactment, on or before the Outside Date;

NOW THEREFORE, in consideration of the matters referred to in the foregoing recitals, the mutual covenants and agreements herein contained by the parties and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the parties), the parties hereto covenant each with the other as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions. The parties agree that in this Agreement the following terms have the definitions now given:

- (a) "B.C. Place" means the stadium on Lot 153;
- (b) "City Engineer" means the chief administrator from time to time of the engineering department of the City and his successors in function and their respective nominees;
- (c) "City Manager" means the chief administrator from time to time of all City departments and her successors in function and their respective nominees;
- (d) "City Personnel" means any and all of the elected and appointed officials, officers (including without limitation the City's approving officer), employees, agents, nominees, delegates, permittees, contractors and subcontractors and volunteers of the City;
- (e) "Concord" means Concord Pacific Group Inc.;
- (f) "Council" means the council of the City as composed pursuant to the Vancouver Charter;

- (g) "Development Site 10A" means the portion of the Lands constituting the development site to the south-west of the Stadium Site generally as shown on Schedule "A";
- (h) "Development Site 10C" means the portion of the Lands constituting the development site to the east of the Stadium Site generally as shown on Schedule "A";
- (i) "Development Sites" means Development Site 10A and Development Site 10C together and "Development Site" means one of them, as the context may require;
- (j) "Director of Legal Services" means the chief administrator from time to time of the law department of the City and her successors in function and their respective nominees;
- (k) "Event of Force Majeure" means acts of God or public enemy, wars (declared or undeclared), revolution, riots, insurrections, civil commotions, fires, floods, slides, epidemics, quarantine restrictions, strikes or lockouts, including illegal work stoppages or slowdowns, or stop work orders issued by a court or public authority, including the City, freight embargoes or power failures, provided that any such event or circumstance reasonably constitutes a material disabling event or circumstance which is beyond the reasonable control of the disabled party, does not arise from the neglect or default of such party, and which results in a material delay, interruption or failure by such party in carrying out its duties, covenants, or obligations under this Agreement, but which does not mean or include any delay caused by such party's lack of funds or financial condition;
- (l) "FCM ODP" means the False Creek North (FCN) Official Development Plan (By-law No. 6650);
- (m) "Gap Site" means the 0.101 hectare portion of Lot 2B7 False Creek Plan LMP50460 (Parcel Identifier: 025-114-115) which was formerly that 0.101 hectare portion of Lot 157 False Creek Plan 21735 shown as Road on Plan LMP50459 (Parcel Identifier: 025-114-026);
- (n) "Government of British Columbia" or "Government" means Her Majesty the Queen in Right of the Province of British Columbia;
- (o) "Lands" means Lot 153 as the same may be expanded by consolidation pursuant to Section 5.7;
- (p) "Lot 153" means Lot 153 False Creek Plan 20421 (Parcel Identifier: 008-332-614);
- (q) "Lot 157" means Lot 157 Except: Portions on Plan LMP50458 and LMP50459, False Creek Plan 21735 (Parcel Identifier: 010-797-947), generally known as "Terry Fox Plaza";

- (r) "Lot 288" means Lot 288 False Creek Plan BCP1977 (Parcel Identifier: 025-540-866), referred to in the FCN ODP as "Area 5(b)" and "sub-area 5b";
- (s) "Outside Date" means January 21, 2009;
- (t) "Pacific Place" means the area in the City of Vancouver generally known as "Pacific Place" as previously developed and to be further developed by Concord and its affiliates;
- (u) "Pacific Place Equivalent Approach" has the meaning given in Section 3.2;
- (v) "Proposed ODP Amendments" means the proposed amendments to the FCN ODP in the form attached as Schedule "B";
- (w) "Site Services" means all on-site and off-site work necessary or otherwise appropriate to properly and respectfully service the Stadium Site and the Development Sites;
- (x) "Smithie Street Extension" means that portion of Lot 288 generally shown as the 'Proposed Smithie Street Extension' on Schedule "D";
- (y) "Stadium Site" means the portion of Lot 153 occupied by B.C. Place inclusive of its related outdoor concourses, plazas, walkways and stairs;
- (z) "Surplus Road Area" means that portion of Terry Fox Way dedicated by the deposit of Plan 20421, generally shown as the 'Surplus Road Area' on Schedule "D";
- (aa) "Triangle Site" means that portion of Lot 288 generally shown as the Triangle Site on Schedule "D";
- (bb) "Upgrade" means, collectively, the phased work to rehabilitate B.C. Place, as generally described in Schedule "C"; and
- (cc) "VCCCP" means PavCo's 'Vancouver Convention Centre Expansion Project' on Parcel 1 of the Public Harbour of Burrard Inlet Plan BCP30843.

1.2 Schedules. The following schedules are attached to and form part of this Agreement:

<u>Schedule</u>	<u>Description</u>
"A"	Plan Showing Development Sites
"B"	Proposed ODP Amendments
"C"	Description of Upgrade
"D"	Smithe Street Extension Plan

1.3 Headings. The division of this Agreement into Articles and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles are to Articles of this Agreement.

1.4 Number. Words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders and vice versa and words incorporating persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.

1.5 Governing Law. This Agreement shall be governed by and in accordance with the laws of the Province of British Columbia. Except in the case of an arbitration pursuant to Section 8.2, venue and exclusive jurisdiction of any dispute under this Agreement shall be the British Columbia Supreme Court located in Vancouver, British Columbia and the parties hereby agree to attorn only and exclusively to the jurisdiction of the Courts of British Columbia, save and except in the circumstances where the Federal Court has exclusive jurisdiction.

1.6 Directions. The parties acknowledge that true north does not align with the current City street network and any references to compass directions in this Agreement are of a general nature.

ARTICLE 2

COUNCIL DISCRETION/MUTUAL CONDITION

2.1 Council Discretion. This Agreement is not intended to, shall not and shall not be construed to fetter:

- (a) the public process, or the open-mindedness of Council, with respect to:
 - (i) any adoption, by by-law enactment, of an amendment to the FCH ODP, whether in the form of the Proposed ODP Amendments or otherwise; or

- (ii) any subsequently proposed rezoning of all or any portion of the Lands; or
- (b) the exercise of Council's discretion with respect to any matter whatsoever including but not limited to the respective matters referred to in Section 2.1(a);

and whether before, on or after the Outside Date. For greater certainty, the provisions of this Section 2.1 are intended to be paramount to any and all of the other provisions of this Agreement and, in the event of any alleged conflict or inconsistency with any of such other provisions, the provisions of this Section 2.1 shall prevail.

2.2 Mutual Condition. Other than Section 2.1, the provisions of this Agreement are subject to the condition precedent of Council, when exercising their discretion, adopting, by by-law enactment prior to or on the Outside Date, amendments to the FCN ODP in:

- (a) substantially in the form of the Proposed ODP Amendments; or
- (b) any other form which is acceptable to the parties as evidenced by a written confirmation of such acceptance prior to or on the Outside Date.

2.3 Fulfillment. The condition precedent in Section 2.2 is for the mutual benefit of the parties and may only be waived by way of a written addendum to this Agreement, executed and delivered by both parties. If such condition is not satisfied or so waived by the Outside Date, then such condition shall be deemed to have not been fulfilled and this Agreement, including without limitation the obligations of PavCo in Section 3.1, shall automatically terminate and be null and void.

2.4 Parties Bound. PavCo and the City acknowledge and agree that they intend to, and do by this Agreement, create a valid agreement with binding obligations and enforceable rights, subject only to termination as expressly provided in Section 2.3.

ARTICLE 3 UPGRADE COMMITMENT/FINANCIAL ISSUES

3.1 Commitment. Subject only to any possible postponement pursuant to Section 8.5 in an Event of Force Majeure, PavCo undertakes and commits to the City, absolutely and unconditionally and at PavCo's exclusive cost, to substantially complete the Upgrade by no later than December 31, 2012.

3.2 Soils Remediation. PavCo intends to request the Government's agreement to remediate or to conduct risk assessments and resultant risk management in respect of the Lands on a basis equivalent to the approach applicable to Pacific Place, which equivalent approach would require a Soils Agreement between the Government and PavCo (similar to the Soils Agreement between the Government and Concord for Pacific Place), a Provincial Guarantee and Indemnity Agreement between the Government and PavCo (similar to the Provincial Guarantee and Indemnity Agreement

among Concord, the Government and British Columbia Enterprise Corporation) and a Utility Design Agreement among the Government, PavCo and the City (similar to the Utility Design Agreements among the Government, Concord and the City for portions of Pacific Place) whereby the Government could elect to leave certain contamination within road areas unless and until (and then only to the extent) remediation is required in connection with utility works, but if the Government does not so agree, such equivalent approach will apply to the Lands as between the parties on the basis that PavCo will be substantively responsible for what would otherwise be the Government's responsibility and such required Agreements shall be entered to by PavCo and the City without including the Government (in either case, the "Pacific Place Equivalent Approach").

3.3 Site Services re Stadium Site. In connection with the Upgrade:

- (a) PavCo does not anticipate that any off-site Site Services will be required other than as contemplated in Section 3.4 but If PavCo subsequently determines that any off-site Site Services will be required as part of the Upgrade, such Site Services will be designed and constructed to the satisfaction of the City Engineer and PavCo will bear 100% of the costs thereof; and
- (b) PavCo will also be responsible for the design and construction of the on-site Site Services, if any, determined by PavCo to be required as part of the Upgrade and will bear 100% of the costs thereof.

3.4 Street Use. PavCo anticipates that, in order to accomplish certain aspects of the Upgrade, temporary use of certain portions of City streets will be required and, in that regard, PavCo:

- (a) agrees that such proposed street use will be subject to the usual City processes for street use permits and/or street occupancy permits and applicable fees; and
- (b) shall repair any resulting damage to City streets to the satisfaction of the City Engineer.

3.5 Camble Bridge Connection. PavCo also anticipates that, in order to accomplish certain aspects of the Upgrade, it will be necessary to remove the existing above grade connection on Development Site 10A to the Camble Bridge prior to any rezoning of Development Site 10A and, in that regard, PavCo agrees to comply with any conditions of the City Engineer with respect to such removal including but not limited to provision of alternative access, temporary or otherwise, to enable pedestrian passage to proceed south-westerly from the outdoor concourse on the west side of B.C. Place to reach Pacific Boulevard, Expo Boulevard and the Camble Bridge.

3.6 Soils Remediation re Stadium Site. If the Upgrade involves any disturbance of the soils of the Lot 153, PavCo shall cause such soils to be remediated in accordance with the Pacific Place Equivalent Approach.

3.7 Site Services re Development Sites. The Site Services necessary or otherwise appropriate to properly and respectively service each of the Development Sites will be determined as the respective Development Site becomes subject to the City processes referred to in Section 4.2 and, in fulfillment of any prior to conditions to any rezoning approval, subdivision approval (as applicable) or development permit issuance, such Site Services will be specified in and will be the subject of a Site Services Agreement between the City and PavCo and any related soils remediation will be addressed in a Soils or Environmental Agreement between the City and PavCo and/or the Agreements contemplated in Section 3.2 for the Pacific Place Equivalent Approach. As each Development Site is developed, PavCo, or its respective lessees of such Development Site, shall complete the Site Services for such Development Site pursuant to any such applicable Site Servicing Agreement and bear 100% of any applicable costs of Site Services required to service the Development Sites in accordance with (but except to the extent that payment of costs may be otherwise provided in) such Site Servicing Agreement.

3.8 Community Amenity. Further to Recital D, the parties acknowledge and agree that completion of the Upgrade will result in a significant community amenity.

3.9 No DCL's. Considering the provisions of Sections 3.1 and 3.8 and the magnitude of the anticipated cost to PavCo of the Upgrade, the parties do not anticipate that the Lands will be subject to development cost levies and, more particularly, the parties acknowledge and agree that:

- (a) under section 3(h) and Schedule 1 of City By-law No.8149, the Stadium Site is presently exempt from development cost levies pursuant to such City By-law No.8149 because the Lands are zoned CD (Comprehensive Development District) and are subject to the FCN ODP; and
- (b) it is anticipated by the parties, although without fettering the discretion of the then current Council, that any rezoning of a Development Site pursuant to the rezoning process applicable under Section 4.2 will likely result in such Development Site being also zoned CD (Comprehensive Development District), in which case such Development Site will also be exempt from development cost levies pursuant to City By-law No.8149;

provided that:

- (c) given the provisions of Section 2.1, PavCo acknowledges that the foregoing does not constitute a representation, warranty or covenant of the City that the exemption provisions of City By-law No.8149 will continue to remain in effect indefinitely nor that a Council will never enact a by-law in future whereby all or any portion of the Lands become subject to development cost levies; but
- (d) if, at any future time, all or any portion of the Lands do become subject to development cost levies and any such levy is paid to the City, the City shall promptly pay an equal amount to PavCo for application to PavCo's costs of the Upgrade.

3.10 No CAC's. Also considering the provisions of Sections 3.1 and 3.8 and the magnitude of the anticipated cost to PavCo of the Upgrade (but subject to Sections 3.10(c), 3.11 and 3.12), the parties do not anticipate that the Lands will be subject to community amenity contributions nor, more particularly, that any prior to conditions to any rezoning of a Development Site pursuant to the rezoning process applicable under Section 4.2 will include a requirement for or expectation of provision of any material community amenity or payment of any community amenity contribution; provided that:

- (a) given the provisions of Section 2.1, PavCo acknowledges that the foregoing does not constitute a representation, warranty or covenant of the City that a Council will never require or expect provision of a community amenity or payment of a community amenity contribution in connection with any rezoning of a Development Site;
- (b) if, at any future time other than in the circumstances described in Section 3.10(c), the City becomes entitled to and does require payment of a community amenity contribution (or requires provision of any material community amenity) in connection with any rezoning of a Development Site and such contribution is paid (or such amenity is provided) to the City, the City shall promptly pay to PavCo an amount equal to such contribution (or the reasonable cost of such amenity) for application to PavCo's costs of the Upgrade;
- (c) if the new replacement fabric roof component of the Upgrade will not be a retractable roof as has been generally proposed by PavCo, the City shall be entitled to require or expect provision of a community amenity contribution, as usual, in connection with any rezoning of Development Site 10A.

For greater certainty in connection with this Section 3.10, the parties acknowledge and agree that, unless the City and PavCo otherwise agree, neither any contribution by PavCo pursuant to Section 3.12(f)(ii) nor any payment by PavCo pursuant to Section 3.11 shall constitute a community amenity contribution and any construction by PavCo pursuant to Section 3.12(f)(i) shall not constitute a material community amenity.

3.11 CAC's in Lieu of Breach. If, following enactment of any rezoning by-law(s) for the Development Sites pursuant to the rezoning process under Section 4.2, PavCo breaches Section 3.1 and, therefore, the significant community amenity referred to in Section 3.8 does not result, PavCo shall pay to the City on demand an amount equal to the amount of a community amenity contribution which could reasonably be expected by the City as a prior to condition to the enactment of such rezoning by-laws; provided that any dispute as to the quantum of such amount shall be determined by arbitration pursuant to Section 8.2.

3.12 Georgia Pedestrian Link. The parties acknowledge and agree that:

- (a) In accordance with established City policy and the public interest, the City and PavCo wish to make provision for the possible future construction of:
- (i) a connection between the Georgia Viaduct and the outdoor concourse on the east side of B.C. Place (the "Upper Connection"); and
 - (ii) a connection leading from such concourse to Pacific Boulevard (the "Lower Connection") generally in the location of stairs as proposed in PavCo's Development Sites scenario;
- all to create a pedestrian link from Georgia Street to Pacific Boulevard with an enhanced standard of treatment more equivalent to the standard of treatment of recent waterfront walkways and other enhanced open public spaces in the City of Vancouver;
- (b) PavCo must meet code requirements for exiting of B.C. Place and wishes to improve access to B.C. Place to and from Georgia Street as well as to provide attractive access for Development Site 10C to and from both Georgia Street and Pacific Boulevard but, given the nature and extent of the Upgrade, PavCo does not anticipate that such code requirements will necessitate upgrading of exiting requirements for B.C. Place solely in conjunction with or as a result of the Upgrade;
- (c) when designing the Upgrade, PavCo shall:
- (i) ensure that there is sufficient space on the east side of the Stadium Site and within Development Site 10C to accommodate the eventual construction and operation of the Upper Connection and the Lower Connection; and
 - (ii) consult with the City as to any proposal for PavCo's removal of the easterly Pacific Boulevard overpass on completion of the Lower Connection or earlier to facilitate its construction;
- (d) as the Upper Connection probably cannot be properly built until an arrangement is made with the owner of the 'Central Heat' property at the southerly corner of Georgia and Beatty Streets and north of Expo Boulevard, the City and PavCo shall together attempt to make such an arrangement to at least enable an appropriate portion of the Upper Connection to be built on such property;
- (e) the Lower Connection and the Upper Connection shall be designed, to the enhanced standard referred to in Section 3.12(a), by either:
- (i) PavCo, in connection with the design of any development on Development Site 10C (and so as to meet any existing requirements from B.C. Place which may have to be upgraded or otherwise changed as a result of such development), which

design of the Lower Connection and the Upper Connection shall be subject to approval of the City Engineer; or

- (ii) the City, if the City elects to construct the Lower Connection and the Upper Connection pursuant to Section 3.12(f)(ii);

and, in either case, the parties shall cooperate with each other to ensure that the design meets the objectives of both parties;

- (f) the Lower Connection and, subject to Section 3.12(d), the Upper Connection shall be constructed by either:
 - (i) PavCo, in accordance with the design approved by the City Engineer and in conjunction with the construction of any development on Development Site 10C (unless the City has already undertaken construction pursuant to Section 3.12(f)(ii)), and PavCo shall bear that proportion of its design and construction costs determined as part of or contemporaneously with the agreements concluded between PavCo and the City in fulfillment of any prior to conditions to any rezoning of the Development Sites and taking into account the relative benefits of each of the Upper Connection and the Lower Connection to PavCo, in the context of both B.C. Place and Development Site 10C, and to any other benefitting owners and contributor(s); or
 - (ii) the City, if development of Development Site 10C does not proceed by December 31, 2012 and if the City subsequently so elects to do such construction, and, as between the parties, the City shall bear 100% of its design and construction costs except that, notwithstanding Sections 3.9 and 3.10, PavCo shall make a significant contribution to the City's design and construction costs in recognition of the benefits which B.C. Place and/or Development Site 10C will receive from the Lower Connection and the Upper Connection; provided that the quantum or relative proportion and timing of payment of any such contribution shall be determined as part of or contemporaneously with the agreements concluded between PavCo and the City in fulfillment of any prior to conditions to any rezoning of Development Site 10C or, if such election occurs before any such rezoning or fulfillment, by mutual agreement or arbitration pursuant to Section 8.2.

ARTICLE 4
PROCESS/JURISDICTION

4.1 Parallel City Process re Stadium Site. Although PavCo is not required to and does not intend to seek a development permit or a building permit with respect to the Upgrade, the City shall, if PavCo requests (and pays the usual building permit fees) and in the interests of public safety and consistency with other buildings within the City of Vancouver built in accordance with the City's building code, conduct a full or partial 'equivalent to building permit' process for the Upgrade with the intended result of a document reasonably similar to but without the legal effect of a building permit for the Upgrade.

4.2 City Process re Development Sites. PavCo agrees that the development of the Development Sites will be subject to the usual City rezoning, subdivision (as applicable to any PavCo proposal to create or further subdivide the Development Sites and, for greater certainty, without regard to any statutory exemption which would apply to the Development Sites but for the provisions of this Agreement), development permit and building permit processes and such resulting agreements as are entered into between PavCo and the City in fulfillment of any prior to conditions to any rezoning, subdivision approval (as applicable) or development permit issuance.

4.3 No Derogation. Nothing contained or implied herein shall derogate from the obligations of PavCo under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* as amended from time to time and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised as if this Agreement had not been executed and delivered.

4.4 Jurisdiction. Neither the fact that PavCo has entered into this Agreement nor any reference to the *Vancouver Charter* in this Agreement is or is to be construed as an admission that PavCo is bound or affected by the provisions of the *Vancouver Charter* in the use or development of land or in the planning, construction, alteration, servicing, maintenance or use of improvements as defined in the *Assessment Act* but the provisions of this Agreement shall nevertheless be binding on the parties.

ARTICLE 5
SMITHE STREET EXTENSION/LAND EXCHANGE

5.1 Background. The parties acknowledge that:

- (a) the City is the owner of the Surplus Road Area;
- (b) PavCo transferred the Gap Site to the City at no cost;
- (c) the City transferred the Gap Site to Smith Street Holdings Corp. and, in turn, Smith Street Holdings Corp. consolidated the Gap Site with Lot 220, False Creek, Plan LMP50303 (Parcel Identifier: 025-075-195) to

create Lot 287, False Creek, Plan LMP50460 (Parcel Identifier: 025-114-115), on which Smithe Street Holdings Corp. then constructed 70 underground parking stalls for use by the general public;

- (d) Smithe Street Holdings Corp. has provided the City with \$172,000 for the prepaid parking revenues for such 70 parking stalls;
- (e) Concord is the owner of Lot 288;
- (f) when Lot 288 is redeveloped, the City may require that Concord transfer the Smithe Street Extension to the City for the extension of Smithe Street through Lot 288 and also transfer the Triangle Site to the City; and
- (g) in order for Development Site 10A to be the size and to function as contemplated by PavCo, it will be necessary for road to be constructed on the Smithe Street Extension and for PavCo to acquire the Triangle Site and the Surplus Road Area.

5.2 PavCo/Concord Agreement. PavCo will endeavour to settle and enter into a contractual agreement with Concord with respect to the timing of and responsibility for the design and construction of the road to be constructed on the Smithe Street Extension, the related remediation of the Smithe Street Extension and the Triangle Site, the relocation of utilities from the Surplus Road Area and the Triangle Site to the Smithe Street Extension and the sharing of the related costs. The City will, to the extent possible without fettering the discretion of Council or of the City's approving officer (as applicable), endeavour to assist PavCo and Concord to enter into such an agreement. PavCo acknowledges and agrees that:

- (a) without either dedication of and construction of road and utilities on the Smithe Street Extension or an agreement in that regard which is acceptable to the City, Council is unlikely to enact any rezoning of Development Site 10A; and
- (b) the risks of not entering into such an agreement and that such dedication and construction may not occur are entirely with and accepted by PavCo.

5.3 Transfer of Triangle Site and Surplus Road Area. If, at any time within 20 years from the date of this Agreement, the City acquires the Smithe Street Extension and the Triangle Site from Concord at no cost to the City, the City will, subject to Sections 5.5 and 5.6, transfer the Surplus Road Area and the Triangle Site to PavCo at no cost to PavCo but such transfer shall be subject to registration of all statutory rights of way, easements and covenants presently registered against Lot 288 (except any changes in favour of PavCo which merge with such transfer and any changes in favour of the City which the City may agree to release from the Triangle Site if and to the extent no longer required by the City in the then current circumstances) and all other statutory rights of way, easements, covenants and other agreements for the necessary services required for the rezoning of Lot 288 as shall be determined by the City, including but not limited to for watermains, storm sewers and any other

necessary City and non-City public utilities (except as aforesaid); provided that, notwithstanding any Council approval of any matter which is the subject of or otherwise referred to in this Agreement, the City shall not be required to so transfer to PavCo unless and until PavCo has provided the dedications, statutory rights of way and transfers contemplated in Sections 6.1, 6.2, 6.3, 6.4 and 6.6.

5.4 Dimensions. The dimensions of the Smith Street Extension, the Surplus Road Area and the Triangle Site set out on Schedule "D" are only estimates and the actual dimensions of those areas will be dependent upon the actual location, configuration and dimensions of those areas as determined upon the redevelopment of Lot 288 and related subdivision.

5.5 City Council Approval Required. In order for the City to transfer the Surplus Road Area, it will be necessary for the City to close, stop-up and convey the Surplus Road Area and PavCo hereby acknowledges that Council approval of such closure and stopping-up is required, as is final Council approval of such conveyance and that, if Council provides such approvals, Council may establish conditions to be met prior to such conveyance, but it is not anticipated that any such conditions will require payment of a purchase price or other monetary consideration for such transfer nor otherwise be inconsistent with the terms contemplated in Sections 5.3 and 6.3.

5.6 Temporary Terry Fox SRW. In conjunction with the transfer of the Surplus Road Area and the Triangle Site to PavCo, PavCo shall grant a statutory right of way in favour of the City, in such form as is agreed between PavCo and the City (through the Director of Legal Services), in order that the City can continue to use the Surplus Road Area and the Triangle Site for road and utility purposes and to carry out maintenance until all utilities have been abandoned and relocated from the Surplus Road Area and the Triangle Site and the proposed construction of road and utilities on the Smith Street Extension has been completed, all to the satisfaction of the City Engineer.

5.7 Consolidation of Surplus Road Area and Triangle Site with Lot 153. If and when the Surplus Road Area and the Triangle Site are transferred to PavCo, PavCo will concurrently arrange for the consolidation of the Surplus Road Area and the Triangle Site with Lot 153.

5.8 Soil Remediation. The parties acknowledge and agree that:

- (a) in conjunction with the construction of road and utilities on the Smith Street Extension, the Smith Street Extension and the Triangle Site may be required to be remediated by the Government in accordance with the Pacific Place remedial plan and pursuant to the existing Soils Agreement between the Government and Concord and the usual form of Utility Design Agreement between the Government, Concord and the City, to the standards typically required of lands owned and to be developed by Concord within Pacific Place, or other arrangements as to the timing of such remediation made to the satisfaction of the City Engineer; and
- (b) any transfer of the Surplus Road Area and the Triangle Site to PavCo will be on an 'as is where is' basis and PavCo will be responsible for any

further remediation of the Surplus Road Area and/or the Triangle Site as may be required in accordance with the Pacific Place Equivalent Approach, whether as a condition of rezoning of Development Site 10A or otherwise.

5.9 Payment in Lieu of Transfer. If the City acquisition of the Smith Street Extension and the Triangle Site and/or the Council approvals referred to in Section 5.5 do not occur within 20 years of the date of this Agreement, the City will pay to PavCo on the 20th anniversary of this Agreement the sum of \$172,000 without interest, in which case the provisions of Sections 5.3 to 5.8 shall be of no further effect.

5.10 No City Obligation. PavCo acknowledges and agrees that nothing in this Agreement constitutes a representation, warranty or covenant of the City that the City will acquire the Smith Street Extension and/or the Triangle Site from Concord and PavCo accepts any and all risk in that regard, however remote.

5.11 Entire Agreement re Smith Street Extension. This Article 5 constitutes the entire agreement between PavCo and the City with respect to the Smith Street Extension and related matters and there are no representations, warranties or collateral agreements affecting such agreement other than those expressed in this Article 5.

ARTICLE 6 FURTHER CONDITIONS

6.1 Pacific Boulevard Dedication. Pursuant to Section 6.1(a), PavCo shall dedicate as 'road' (or alternatively if specified by notice to PavCo, transfer to the City) a one metre band along the entire Pacific Boulevard frontage of the Lands. In that regard:

- (a) the dedication (or transfer) shall occur in compliance with any agreements concluded between PavCo and the City in fulfilment of any prior to conditions to any rezoning of the Development Sites and/or any subdivision (if applicable) to create the Development Sites as separate parcels; provided that if, given the intended construction schedule of either the street car route referred to in Section 6.4 or any other work related to Pacific Boulevard, the City requires rights over such one metre band prior to such rezoning and/or subdivision (if applicable), promptly following notice from the City, PavCo shall grant to the City:
 - (i) a temporary statutory right of way over the one metre band;
 - (ii) a temporary statutory right of way of support of the one metre band; and
 - (iii) an option to purchase the one metre band for nominal consideration,

In such forms as are required by the City (through the Director of Legal Services) however substantively based, in the case of (i) and (ii) above, on the parallel provisions in the Elevated Roadway/Sidewalk Agreement between the parties in respect of VCCEP and, in the case of (iii) above, substantively based on the parallel provisions in the Option to Purchase between the parties for a portion of the VCCEP lands registered as 8B417687 (but without exercise restrictions) and on the basis that such charges shall be released in conjunction with the registration of the eventual dedication (or transfer) of the one metre band; and

- (b) if such area has not been remediated prior to such dedication (or transfer) in accordance with the Pacific Place Equivalent Approach, PavCo shall remain responsible for and will undertake or cause to be undertaken such remediation or risk assessment and risk management as may be required by the Pacific Place Equivalent Approach, in conjunction with the remediation of the Development Sites (and thereafter as and when may be required by the Pacific Place Equivalent Approach), and the City may elect to defer such dedication (or transfer) and continue with the temporary documents referred to in Section 6.1(a) pending completion of some or all of the processes required under the Pacific Place Equivalent Approach.

6.2 Open Space SRWs. As part of or contemporaneously with the agreements concluded between PavCo and the City (through the Director of Legal Services) in fulfillment of any prior to conditions to any rezoning of Development Site 10A and/or Development Site 10C, PavCo shall grant to the City statutory rights of way over portions of Development Site 10A and/or Development Site 10C for the purposes of access by the City, City Personnel and the general public (if and so long as and on such conditions as the City may allow for purposes of practical pedestrian and handicapped access through such Development Sites) over any outdoor concourses, plazas, walkways, pathways, stairs, vertical circulation nodes and galleries on the Development Sites, so as to provide effective pedestrian and handicapped connections across the Development Sites to adjoining City roads. Subject to Section 2.1, the forms of any such statutory rights of way will be as so concluded between PavCo and the City, provided that:

- (a) such rights of way are intended, in part, to facilitate the use of and supplement the public permission for pedestrian access pursuant to Article VII of the Volumetric Lease granted to PavCo by the City over portions of Expo Boulevard registered as R102472 and, therefore, PavCo also agrees that, pending and during the course of any redevelopment of Lot 157 (which the parties anticipate will involve formalization of rights of public passage through such redevelopment), the provisions of Article VII of such Volumetric Lease shall be equally applicable to Lot 157 at its Beatty Street grade level so as to thereby enable access to and from the plazas and concourses over such portions of Expo Boulevard and also to and from the stairs on or near the Gap Site adjacent to Lot 157;

- (b) although such rights of way may additionally and respectively charge the entirety of Development Site 10A and Development Site 10C on a blanket basis, exercise of the rights of way shall be limited to such outdoor concourses, plazas, walkways, pathways, stairs, vertical circulation nodes and galleries and for such purposes as referred to in Sections 6.2(a) and (e) and such rights of way shall contemplate the rights of way being converted from blanket charges to specific charges by a registrable modification or replacement instrument as and when such spaces and areas are agreed upon and capable of being surveyed in order to prepare the necessary registrable plans;
- (c) such rights of way shall contemplate suspension of the rights of way from time to time as may be reasonably necessary during the course of the construction of any buildings to be constructed on the Development Sites and subsequent maintenance, repair, program events and security arrangements;
- (d) any such right of way charging Development Site 10A shall provide that PavCo is not to be precluded from removing the existing pedestrian bridge on the Lands which connects to the Camble Bridge as and when such removal is required in order to redevelop Development Site 10A, or sooner pursuant to Section 3.5;
- (e) if one or more portions of the concourse to be constructed upon a Development Site are redeveloped so as to constitute an open air or partially covered gallery with commercial premises fronting on or otherwise primarily accessed from the respective portion, although the common intention of the parties is that public passage be allowed through any such portion to the greatest extent commercially reasonable, the right of way over such Development Site with respect to such redeveloped portion shall be limited as follows:
 - (i) such right of way shall be exercisable, subject to Sections 6.2(e)(ii), (iii) and (iv,) at least during any B.C. Place event attended by members of the general public, during reasonable periods before and after such event and during such other hours when such redeveloped portion is open to the invitees of the businesses whose premises front on or are primarily accessed from such redeveloped portion but, at any other time, PavCo may restrict or prevent exercise as necessary to enable maintenance, repair, program (not open to the public) events or security measures;
 - (ii) PavCo or any other owner or long term lessee of the portion of the Lands on which such portion is located (for greater certainty, excluding tenants of individual premises) or their respective management or security agents may bar entry to or eject from such portion any member of the general public who, in the reasonable opinion of PavCo, such other owner or long term lessee or their respective agents, appears intoxicated, acts ill-

manneredly, boorishly, unlawfully or who is unruly or constitutes an apparent threat to the safety of others or to the security of the building containing or adjacent to such enclosed portion, its fixtures, fittings or furnishings; and

- (iii) if Development Site 10A is developed such that public passage from the intersection of Robson and Beatty Streets to Pacific Boulevard is available (after crossing the plazas and concourses on Lot 157, over portions of Expo Boulevard and on the Stadium Site) through Development Site 10A by a route reasonably satisfactory to the City Engineer (having reasonable regard to the functionality of the design and efficiency of the operation of the proposed building on Development Site 10A), other than through any galleries between such development and B.C. Place, such right of way shall be exercisable over such route but not through such galleries; and
- (iv) similarly, if Development Site 10C is developed such that public passage from the intersection of Robson and Beatty Streets to Pacific Boulevard is available (after crossing the plazas and concourses on Lot 157, over portions of Expo Boulevard and on the Stadium Site) through Development Site 10C by a route consistent with the intention of Section 3.12 and reasonably satisfactory to the City Engineer (having reasonable regard to the functionality of the design and efficiency of the operation of the proposed building on Development Site 10C), other than through any galleries between such development and B.C. Place, such right of way shall be exercisable over such route but not through such galleries; and
- (f) subject to the foregoing provisions of this Section 6.2 and to Section 2.1, the parties agree that the terms and forms of any relevant statutory rights of way shall be as so concluded between PavCo and the City and having regard to the substantive terms and conditions of temporary interruptions to or suspensions of public access contemplated in the parallel provisions of the Perimeter Walkway Agreement for VCCEP registered as BB417682-BB417685, as modified from time to time.

In the case of any City election pursuant to Section 3.12(f)(ii) prior to the above described statutory rights of way being so concluded, PavCo shall promptly grant the City a statutory right of way over Development Site 10C as aforesaid to enable the City's construction to proceed and subsequent use of the resulting improvements in accordance with the intention of Section 3.12.

- 6.3 Smith Street Turnaround SRWF. The parties anticipate that fulfilment of the prior to conditions to any rezoning of Development Site 10A will require the conclusion between PavCo and the City of an agreement relating to the use of

the portion of the turnaround area generally shown on Schedule "D" unless concluded earlier. In connection therewith:

- (a) It is not anticipated that the City or its approving officer will require the easterly portion of the turnaround area to facilitate two-way movement as generally shown on Schedule "D" as being on the Lands (pro forma the land transfers contemplated in Article 5) to be dedicated as 'road' but rather it is anticipated that the City's approving officer or Council will likely require, in conjunction with any such land transfers, that such portion will be subject of a statutory right of way in favour of the City in such form as is so concluded between PavCo and the City (through the Director of Legal Services); and
- (b) given that the location, configuration and dimensions of the turnaround area shown on Schedule "D" are only estimates and the actual location, configuration and dimensions will only be determined upon the redevelopment of the easterly portion of Lot 288 and/or the redevelopment of Development Site 10A, such right of way will initially be over the Lands on a blanket basis but exercise of the right of way shall be limited to the estimated turnaround area and the right of way agreement shall contemplate the right of way being converted from a blanket to a specific basis by a registrable modification or replacement instrument as and when the final location, configuration and dimensions are so determined and the portion of the turnaround area on the Lands is capable of being surveyed in order to prepare the necessary registrable plan.

6.4 Street Car Route. Provided that the City delivers not less than one year's prior written notice of the City's intention to proceed with a street car transit system requiring the use of a portion of Development Site 10A, PavCo will grant to the City a volumetric statutory right of way over portions of Development Site 10A adjacent to Pacific Boulevard for the purposes of such future street car route. In that regard:

- (a) the grant of such statutory right of way shall occur in compliance with any agreements concluded between PavCo and the City in fulfilment of any prior to conditions to any rezoning of Development Site 10A; provided that if, given the intended construction schedule of the street car route, the City reasonably requires the statutory right of way in respect of a volumetric portion of Development Site 10A prior to such rezoning of Development Site 10A and/or subdivision (if applicable) of Development Site 10A, then promptly following notice from the City, PavCo shall grant to the City a temporary volumetric statutory right of way in respect of such required portion of Development Site 10A, which such temporary volumetric statutory right of way will be in such form as is required by the City (through the Director of Legal Services) on substantively the same basis as the statutory right of way forms referred to in Section 6.1(a) but shall include provisions as to adjacent support of any works constructed by the City within the area of such volumetric statutory right of way but will also include provisions, as agreed by PavCo and the City, to permit PavCo to undertake redevelopment of

Development Site 10A, including as to construction of improvements on Development Site 10A below, adjacent to or above such volumetric right of way area but subject to Section 6.4(d);

- (b) the approximate configuration and dimensions of the volumetric statutory right of way area shall be as follows:
- (i) length: 80 metres along the most westerly portion of the Pacific Boulevard frontage (i.e. the 80 metre portion immediately east of the Smith Street Extension);
 - (ii) width: 6 metres (or 5 metres if the dedication (or transfer) pursuant to Section 6.1 has previously occurred), subject to increase pursuant to Section 6.4(d);
 - (iii) height above grade: such height, not to exceed 7 metres, as the City Engineer may approve after consulting with PavCo and considering the proposed or likely elevation of the underside of the storey of any building to be developed upon Development Site 10A adjacent to or above the location of the volumetric statutory right of way, the interrelationship of the design of any such building to the street car works and the related sense of space within the volumetric area of the statutory right of way; and
 - (iv) depth below grade: adequate depth for any subgrade service and streetscape needs to the reasonable satisfaction of the City Engineer in consultation with PavCo as to the future redevelopment of Development Site 10A;
- (c) if the portions of the volumetric area of such statutory right of way below grade have not been remediated prior to such grant in accordance with the Pacific Place Equivalent Approach, PavCo shall remain responsible for and will undertake or cause to be undertaken such remediation or risk assessment and risk management as may be required by the Pacific Place Equivalent Approach, in conjunction with the remediation of Development Site 10A, inclusive of portions of Development Site 10A below the grade level of the volumetric area of such statutory right of way (and thereafter as and when required by the Pacific Place Equivalent Approach);
- (d) if any portion of the building developed on Development Site 10A is to be constructed above or below the volumetric area of such statutory right of way, whether to maximize the applicable density or otherwise, PavCo shall design such building so as to be able to accommodate, keep clear and support such volumetric area and the City's eventual construction within and use of such volumetric area and, not later than the date by which the City will require the use of such portion of Development Site 10A, as specified in the notice from the City delivered in accordance with Section 6.1(a), PavCo shall complete any work

required on Development Site 10A to modify such building in furtherance of the foregoing (such as, for instance, the removal of any knock out panels) and to vacate such volumetric area and PavCo shall bear 100% of the costs thereof;

- (e) if any works are constructed by the City within the volumetric right of way area before construction of any portion of any building on Development Site 10A affecting or affected by the City's use of the volumetric right of way area, the parties will consult with one another and the City will allow and (as reasonably requested by PavCo) cooperate in the temporary relocation and/or removal of such works as may be required to allow such building construction to occur as well as provision for a functionally equivalent alternate temporary service during any resulting interruption of the street car operation; provided that such temporary relocation and/or removal, such temporary service and restoration of such works shall be to the satisfaction of the City Engineer and PavCo shall bear 100% of the costs thereof (excluding any claims for loss of City revenues); and
- (f) should the final design of the street car route not require the entirety of the volumetric dimensions described in Section 6.4(b), the statutory right of way granted by PavCo to the City will be modified to partially release such statutory right of way from any portions of Development Site 10A not so required by the City.

6.5 Street Encroachments. As PavCo has indicated that, during and following the Upgrade, some portions of rehabilitated B.C. Place will encroach onto City road, the parties acknowledge and agree that Council approvals may be required to authorize Improvements comprising a portion of the Upgrade to the extent contemplated under Volumetric Lease R102472, and with respect to any such uses of City roads not authorized through a modification of Volumetric Lease R102472 or encroaching upon any areas of City road outside the volumetric boundaries of the "Premises" demised pursuant to Volumetric Lease R102472, one or more encroachment agreements for registration on the title to the Lands will be required and that the usual City process in that regard will apply, subject to Section 6.8.

6.6 Underviaduct Dedication. In conjunction with the agreements concluded between PavCo and the City in fulfillment of any prior to conditions to any rezoning of the Development Sites and subject to the proviso in Section 6.7, PavCo shall dedicate as 'road' (or, alternatively if specified in any notice from the City, transfer to the City) the portions of the Lands generally under the Georgia Viaduct and related drip line (being those portions within the areas outlined in bold black on registered Reference Plans 12475 and 18536 and being subject to registered Statutory Rights of Ways in favour of the City registered as R92170-R92173 plus (to the extent, if any, not included in Plan 18536) a three metre width from the Georgia Viaduct dripline which is required for maintenance, access and repair purposes, which portions are to be shown on a topographic plan, prepared by a B.C. Land Surveyor retained by PavCo, and, if such area has not be remediated prior to such dedication (or transfer) in accordance with the Pacific Place Equivalent Approach, PavCo shall remain responsible for and will undertake or cause to be undertaken such remediation or risk assessment and risk

management as and when may be required by the Pacific Place Equivalent Approach and the City may elect to defer such dedication (or transfer) and continue with such Statutory Rights of Ways pending completion of the processes required under the Pacific Place Equivalent approach.

6.7 Under Viaduct Encroachments. As PavCo has also indicated that some portions of the rehabilitated B.C. Place will encroach underneath the Georgia Viaduct and, therefore, into the area dedicated or transferred pursuant to Section 6.6, the parties acknowledge and agree that:

- (a) one or more additional encroachment agreements for registration on the title to the Lands will be required and that the usual City process in that regard will apply, subject to Section 6.8; or
- (b) if, given the nature and intended use of such encroachment, a lease would be more appropriate than an encroachment agreement, such encroachment will be the subject of a volumetric lease from the City to PavCo (the substantive terms of which the parties anticipate, subject to Section 2.1, shall be substantially similar to the volumetric lease granted to Concord for a certain area also under the Georgia Street viaduct registered as BW281495-BW281503) if Council exercises its discretion to approve the then necessary partial road closure and lease terms are approved by Council;

provided that the intention is that such encroachment agreement(s) or volumetric lease shall occur in conjunction with the dedication (or transfer) pursuant to Section 6.6 and, therefore, such dedication (or transfer) need not be completed and registered unless and until any necessary Council approval of such encroachment agreement(s) or volumetric lease has occurred or PavCo can reasonably expect that such Council approval will likely occur.

6.8 Forms of Encroachment Agreements. If PavCo requests and Council enacts a by-law for the Lands substantially similar to the form of City By-law No.9380 with respect to VCCEP, attaching a form of encroachment agreement substantially in the form attached to such City By-law No.9380 but adapted to refer to the name and nature of B.C. Place, the encroachment agreements pursuant to Sections 6.5 and 6.7(a) shall be substantially in such form but otherwise any such encroachment agreements approved pursuant to the usual City process in that regard shall be in the City's usual form under City Encroachment By-law No.4243.

6.9 Contemporaneous Grants. Notwithstanding any Council approval of any matter which is the subject of or otherwise referred to in this Agreement, the City shall not be required to execute and deliver any encroachment agreement pursuant to Section 6.5 or Section 6.7(a) nor any volumetric lease pursuant to Section 6.7(b) until PavCo has remedied any then-existing default under any provision of this Article 6 or any other material provision of this Agreement.

6.10 Stadium Parking/End-of-Use Facilities/Loading. PavCo acknowledges and agrees that:

- (a) the 200 parking spaces referred to in Section 3.4 of the FCN ODP will continue to be provided on the Lot 157;
- (b) the City has encouraged PavCo to provide end-of-use facilities on the Lands for staff and patrons to encourage alternate modes of transportation; and
- (c) all loading, unloading, staging and servicing of vehicles, including but not limited to hired vehicles such as delivery/event trucks, taxis, limousines, buses and motorcoaches, for B.C. Place shall be accommodated on the Lands to the greatest extent possible.

6.11 Supplements/Modifications. Without limiting the generality of Section 8.4, the parties acknowledge and agree that, as more specific information as to the Upgrade, the intended development of the Development Sites, the Smith Street Extension and other matters which are the subject of this Agreement become known, the parties will supplement or modify this Agreement as may be appropriate to reflect such additional information but the foregoing shall not be construed as an unenforceable agreement to agree or to require either party to waive any other requirement of this Agreement.

ARTICLE 7 NOTICES

7.1 Notice to City. All notices and communications to the City in connection with this Agreement shall be addressed to:

CITY OF VANCOUVER
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

Attention: City Clerk

with a copy to the City Manager.

7.2 Notice to PavCo. All notices and communications to PavCo in connection with this Agreement shall be addressed to it:

B.C. PAVILION CORPORATION
19th Floor - 999 West Hastings Street
Vancouver, British Columbia
V6C 2W2
FAX: (604) 484-5201

Attention: Chief Executive Officer

7.3 Giving Notices. Any notices or other communications required or permitted to be given or made under this Agreement shall be in writing, and shall be well and sufficiently given or made if:

- (a) delivered in person during normal business hours and left with the addressee or any other responsible employee at the relevant address set out herein, or
- (b) telexed, telecopied or sent by other means of recorded electronic communication provided receipt thereof is confirmed by the recipient.

7.4 Change. Either party to this Agreement may from time to time change its address for notice by giving notice to the other party in the manner provided herein.

ARTICLE 8 GENERAL

8.1 Transfers and Long Term Leases. If PavCo transfers or enters into a long term lease of:

- (a) all of the Lands, PavCo shall contemporaneously with such transfer or lease:
 - (i) assign this Agreement to the transferee or lessee; and
 - (ii) cause the transferee or lessee to assume PavCo's subsequent obligations under this Agreement, by entering into an appropriate assumption agreement with the City;
- (b) either of the Development Sites, unless in the case of such a lease PavCo retains responsibility for any such obligations under the terms of any relevant lease of either of the Development Sites, PavCo shall, respectively:
 - (i) assign those of the provisions of this Agreement applicable to such Development Site to the transferee or lessee; and
 - (ii) cause the transferee or lessee to assume PavCo's subsequent obligations with respect to such provisions, by entering into an appropriate assumption agreement with the City; or
- (c) Lot 157, PavCo shall contemporaneously, in the case of such a transfer, cause the transferee to assume PavCo's subsequent obligations under this Agreement as they relate to Lot 157, by entering into an appropriate assumption agreement, or, in the case of such a lease, cause the lessee to acknowledge and agree that any rights of the lessee under such lease shall be subject to such obligations and any rights or encumbrances which result thereunder;

provided that any such assumption agreement shall be in such form as may be required by the Director of Legal Services and provided further that, if the Government does not agree as contemplated in Section 3.2 to be responsible for the Pacific Place Equivalent Approach, PavCo shall not assign, but rather shall remain responsible for, the Pacific Place Equivalent Approach, unless the City otherwise agrees in writing that such responsibility may be assigned to and assumed by PavCo's transferee or lessee.

8.2 Arbitration. Any determination by arbitration pursuant to Section 3.11 or Section 3.12(f)(H) shall occur in accordance with the provisions of the Commercial Arbitration Act and the decision of the arbitrator shall be final and binding upon the parties and the arbitrator shall have the right to award costs of the arbitration as the arbitrator sees fit.

8.3 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable, the balance of the obligations and covenants shall remain and be binding as long as such remaining provisions do not depend upon the validity of an unenforceable provision and, if a remaining provision does not depend upon an unenforceable provision, it must be interpreted consistently with the remaining provisions.

8.4 Further Assurances. Subject to fulfillment of the mutual condition in Section 2.2, the parties hereto shall do such things and execute such documents and in such form as may be reasonably necessary in order to perfect the intent of this Agreement.

8.5 Force Majeure. If an Event of Force Majeure occurs or is likely to occur, the party unable to perform under this Agreement as a result of such event (the "Disabled Party") shall promptly notify the other party of the particulars of the relevant event or circumstances and, if reasonably possible, supply supporting evidence. The Disabled Party shall use its best efforts to remove, curtail or contain the cause of the delay, interruption or failure (provided that the terms of settlement of any labour disturbance, dispute, strike or lockout shall be wholly in the discretion of the Disabled Party) and to resume, with the least possible delay, its compliance with duties, covenants and obligations under this Agreement. No party shall be liable to the other for any delay, interruption or failure in the performance of its duties, covenants, or obligations hereunder if caused by an Event of Force Majeure, and the date limited for the performance of such duties, covenants or obligations hereunder shall be postponed for a period equal to the delay occasioned by such an Event of Force Majeure.

8.6 No Waiver. The parties acknowledge and agree that no failure on the part of a party to exercise and no delay in exercising any right under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise by a party of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided shall be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for a party herein shall be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of such part at law or in equity.

8.7 Time. Time is of the essence of this Agreement.

8.8 Consideration. Notwithstanding that, as stated in Recital H, PavCo has volunteered to enter into this Agreement, PavCo acknowledges, for greater certainty, that PavCo is entering into this Agreement for valuable consideration and is bound accordingly.

8.9 Counterparts. This Agreement may be executed in counterparts, with the same effect as if each of the parties had signed the same document, such that both counterparts together shall constitute one Agreement.

8.10 Execution and Delivery by Fax. As an alternative to execution by the original signatures of authorized signatories of the parties on one or more copies of this Agreement and delivery of a full executed copy to each party, this Agreement, or any counterpart pursuant to Section 8.9, may be executed and delivered by facsimile transmission, in which case the parties shall ensure that originally executed copies of this Agreement, or originally executed counterparts as the case may be, will be provided to each party as soon as reasonably possible following such execution and delivery by facsimile transmission.

8.11 Enurement. This Agreement shall enure to the benefit of and be binding upon the parties hereto, the City's respective successors and assigns and, subject to Section 8.1, PavCo's respective successors and assigns.

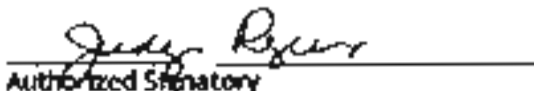
IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first mentioned above.

B.C. PAVILION CORPORATION

 CHAIR

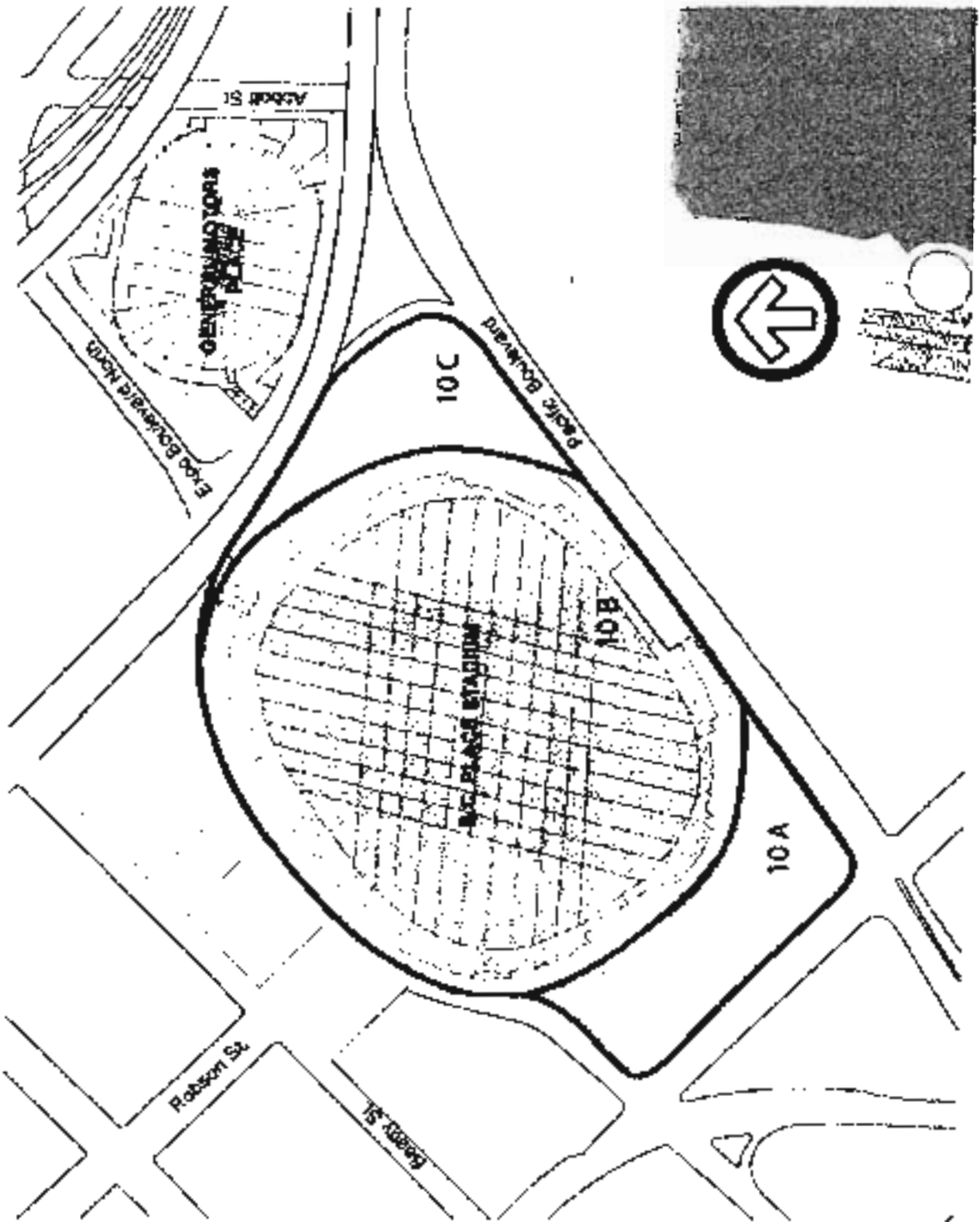
Authorized Signatory

CITY OF VANCOUVER



Authorized Signatory

SCHEDULE "A"
PLAN SHOWING DEVELOPMENT SITES



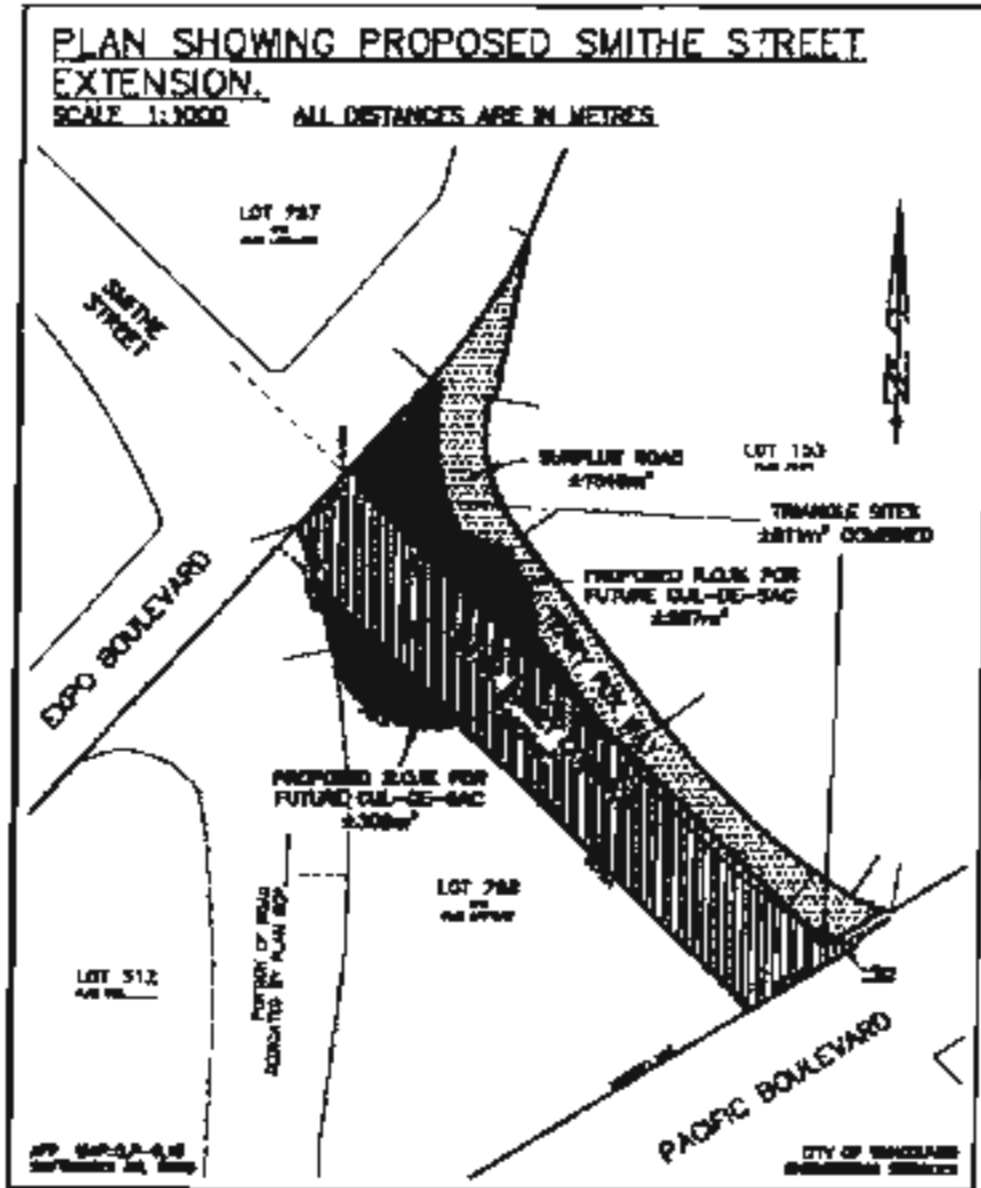
SCHEDULE "C"

DESCRIPTION OF UPGRADE

- seismic upgrades to the structure and ring beam and strengthening of the pedestrian concourse above Expo Boulevard;
- upgrades to all public washrooms;
- revisions to the interior concourse areas and pedestrian ramps including flooring;
- upgrades to concessions and suites, including adding more of both;
- upgrades to facilitate greater accessibility for the disabled;
- Introduction of way-finding; and
- upgrades to seating, providing a range of qualities; and
- (following the 2010 Olympic and Paralympic Games), a new replacement fabric roof.

SCHEDULE "D"
SMITHE STREET EXTENSION

LF 11882



LF 11882

EXHIBIT D
COPY OF CITY STAFF REPORT

EXHIBIT D

COPY OF CITY STAFF REPORT

CITY OF VANCOUVER

P6



POLICY REPORT
DEVELOPMENT AND BUILDING

Report Date: September 3, 2008
Contact: Michael Gordon/
Trish French
Contact No.: 604.873-7665/7041
RTS No.: 07552
VanRIMS No.: 08-2000-20
Meeting Date: September 16, 2008

TO: Vancouver City Council

FROM: Director of Planning, in consultation with the Managing Director of Cultural Services, General Manager of Engineering Services, and Managing Director of Social Development.

SUBJECT: False Creek North Official Development Plan Amendments;
BC Place Stadium - 777 Pacific Blvd.

RECOMMENDATION

- A. *THAT the Director of Planning be instructed to make application to amend the False Creek North Official Development Plan (FCN ODP), including among other amendments, adjustments to land use and the amount of permitted floor space for Area 10, and to permit city- and region-serving cultural, recreational and institutional uses including consideration of the Vancouver Art Gallery as a use, generally as set out in Appendix A, and that the application be referred to Public Hearing;*

AND FURTHER THAT the Director of Legal Services be instructed to prepare the amending by-law, as set out in Appendix A for consideration at the Public Hearing.

- B. *THAT, in addition to the measures outlined in the proposed FCN ODP amendments requiring future residential development to address the noise levels that will be generated by major events in BC Place Stadium (i.e. meeting acoustic standards and providing notice to purchasers and residents), staff report back prior to the sub-area rezoning for Area 10 with appropriate amendments to the City's Noise Control By-law addressing the noise levels and frequency of occurrence of major events.*

- C. *THAT the City Manager or the Deputy City Manager be authorized to finalize, execute and deliver an Upgrade Commitment Agreement with BC Pavilion Corporation (PavCo), generally in accordance with the terms set out in Appendix B, which commits PavCo to undertaking and completing the Stadium upgrade and to bearing the direct and indirect costs for any services associated with the upgrade and adjacent development on Stadium lands while also confirming that the City will not anticipate any Community Amenity Contributions from the development beyond the Stadium upgrade itself, all subject to termination if the proposed FCN ODP amendments are not enacted by a specified outside date.*

GENERAL MANAGER'S COMMENTS

The General Manager of Community Services recommends approval of the foregoing.

CITY MANAGER'S COMMENTS

The City Manager recommends approval of the foregoing.

COUNCIL POLICY

In 1988, Council adopted the False Creek Policy Broadsheet which provided policy directions for the preparation of the False Creek North Official Development Plan.

In 1990, Council adopted the False Creek North Official Development Plan (FCN ODP) which established the development allowances, land uses and public benefit requirements for the area.

In 1994, Council approved a policy regarding "The Management of Large Events" which requires that noise mitigation be a key design consideration for residential on sites near BC Place Stadium.

On June 19, 1995, Council instructed City staff and developers of sites near B.C. Place Stadium to make noise mitigation a key design consideration for residential buildings, requested that the Stadium implement noise abatement measures, and approved the exemption of BC Place Stadium from Noise By-law provisions for up to 10 events per year.

In 2001, Council approved, as policy, the Northeast False Creek Urban Design Plan that described pedestrian and cycling linkages, a land use plan, a public benefits package, infill commercial development on the BC Place Stadium site and other elements for the redevelopment of the area. However, the FCN ODP was not amended to reflect the Council-approved policies.

In 2005, Council adopted the "False Creek North: Land Use Policy for Special Events, Festivals and Entertainment Functions" to ensure that land uses in Northeast False Creek (NEFC) sports, special event, festival and entertainment functions define the primary role of the area and provide sufficient venues and locations, and supporting infrastructure and services, to maintain these events and uses while ensuring that any new neighbouring development has a high degree of livability.

In 2005, Council approved the Metropolitan Core Jobs and Economy Land Use plan to ensure there is appropriate land supply and zoning for future jobs and service. In 2006, Phase 2 of the study had established that there is a projected shortfall of about 5.8 million square feet of "job space" in the downtown peninsula. In 2008, Council will be considering zoning changes in the downtown to increase commercial density allowances.

On May 3, 2007 Council approved Terms of Reference and resources for the Northeast False Creek High Level Review (NEFC HLR) to develop a high level plan including land use, development capacity, streets and linkages, gathering places, urban design, and a public benefits strategy.

On January 31, 2008, Council modified the Northeast False Creek High Level Review (NEFC HLR) work plan to include the assessment of a proposal by the BC Pavilion Corporation (PavCo) to amend the False Creek North Official Development Plan, in parallel with the NEFC HLR, with the aim of getting to Public Hearing in October 2008.

On June 10, 2008, Council approved the Ecodensity Charter which, among others, included two initial actions (A-1) 'Rezoning Policy for Greener Buildings' and (A-2) 'Rezoning Policy for Greener Large Sites.'

On July 24, 2008 Council directed staff to report back on a proposed Plaza of Nations site for a new Art Gallery and the potential of a "Gallery District" in the context of the ongoing Northeast False Creek High Level Review.

PURPOSE and SUMMARY

This report assesses a proposal by B.C. Pavilion Corporation (PavCo) for rehabilitation of the Stadium and additional development on the portions of the B.C. Place Stadium site around the Stadium structure. The additional development would be a mix of non-residential and residential uses. The form of development includes building podiums of 3-5 storeys with four higher building elements rising above them. The three on the west side are proposed as mid-rise 'slab' buildings, and the one on the southeast corner of the site is a high-rise tower.

Staff are recommending that the Director of Planning make application to amend the False Creek North Official Development Plan (FCNODP) as generally outlined in Appendix A, and to refer these amendments to Public Hearing.

The amendments cover:

- Development to a maximum of 130,060 m² (1.4 million square feet) of floor space for all uses combined;
- Delivery of a minimum of 65,000 m² (700,000 square feet) of non-residential floor space to be developed on the site, reflecting Council direction on Metro Core, and HLR findings regarding the need for "job space" in the core. The amount of non-residential may be increased to the maximum floor space, subject to certain conditions.
- Development of a maximum of 65,000 m² (700,000 square feet) residential floor space subject to stringent provisions about noise mitigation, and notification to purchasers and residents about noise.

- Requirement for retail and services uses along the Smith Street Extension, Pacific Boulevard and other locations where there will be significant numbers of pedestrians; and
- Various improvements for pedestrian circulation, including the Georgia Pedestrian Link.

The report also addresses the proposed amendment to the FCN ODP permitting city- and region-serving cultural, recreational and institutional uses. This both explicitly recognizes the existing facilities (i.e., BC Place Stadium and GM Place), and provides for the consideration of locating the Vancouver Art Gallery in the area.

Finally, with respect to public benefits, there will be no expectation of Community Amenity Contributions related to the Stadium rehabilitation or to development on the Stadium site at the FCN ODP or sub-area rezoning stage. Rather, the rehabilitation of the Stadium and its ongoing operation as a key part of the City's economic infrastructure, are supported by staff as the public benefit from the project. Because the FCN ODP predates City-wide Development Cost Levies, and deals with all the public benefits in the area, the BC Place site is not subject to Development Cost Levies (DCLs). (Community Amenity Contributions would be expected from any rezonings that exceeded the current FCN ODP density allowances or proposed land use changes, in the remainder of North East False Creek.)

However, it is intended that, as is normal practice, the BC Place Stadium proposal will be responsible for all direct costs and indirect related to required City infrastructure to service the development, i.e. the on- and off-site costs related to road improvements, utilities up-grades/relocations, street/road grants, rights-of-way etc.

BACKGROUND

1. PavCo Initiative on the BC Place Stadium site

In the fall of 2007, PavCo representatives met with the City Manager and staff to discuss their desire to rehabilitate the BC Place Stadium, which was opened in 1983 and needs major renewal. They indicated their need to have some certainty about the development potential of the Stadium site. The Stadium site has never had any development allowances under the False Creek North Official Development Plan (FCN ODP). PavCo advised that it was critical to achieve the ODP amendments by the end of 2008 in order for the Province to commit to the funding for the Stadium rehabilitation project.

The rehabilitation of the Stadium is an important initiative because:

- The presence of the Stadium reinforces the role identified by Council for Northeast False Creek as a transit-oriented city-wide sport, special event, festival, and entertainment draw;
- The Stadium facility generates significant economic activity in the downtown core and elsewhere in the region; and
- The Stadium is a unique facility providing a venue for sports and other events seating many spectators, and for trade shows which cannot be accommodated at the existing or the new expanded Vancouver Trade and Convention Centre.

In response to PavCo's request, Council resolved:

THAT Council approve undertaking a process to develop and assess a proposal by the BC Pavilion Corporation to amend the False Creek North Official Development Plan, in parallel with the Northeast False Creek High Level Review, with the aim of getting to Public Hearing in October 2008, as outlined in this report.

As explained below, the evaluation of the BC Place Stadium development proposal was conducted in parallel with, and was informed by, the ongoing Northeast False Creek High Level Review.

2. The Site, its Surrounding Context and the Existing Zoning:

The B. C. Place Stadium site is 6.78 hectares (16.8 acres), of which 2.93 hectares (7.24 acres) are outside the Stadium building footprint. The site is bounded by Expo Boulevard to the north, the Georgia Viaduct and Griffiths Way to the east, Pacific Boulevard to the south and Terry Fox Way to the west. In the FCN ODP, the site is designated as Area 10.

There are opportunities for development on the western edge of the property and on the southeastern corner of the Stadium site. (See Figure 1). It should be noted that PavCo's proposal assumes their site will be extended westward to the future Smithe Street Extension, based on future arrangements to acquire lands. The FCN ODP amendments address this contingency. (In 2001, Council approved the extension of Smithe Street from Expo Boulevard to Pacific Boulevard. This will involve a land exchange between Concord Pacific, PavCo and the City. The Smithe Street extension is further discussed in Section 4.0.)

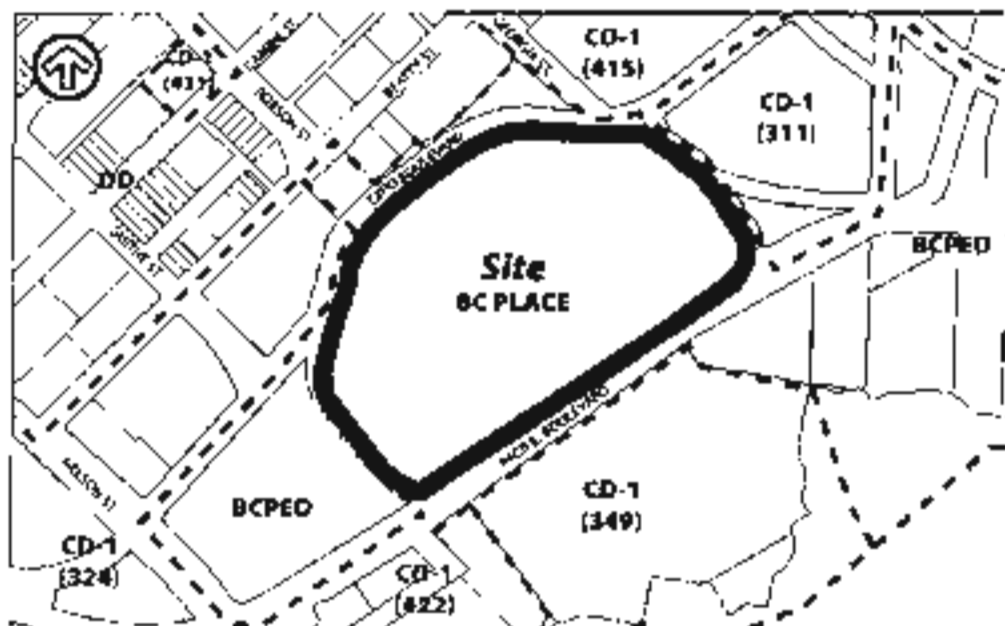


Figure 1 - Site Context and Zoning

At this time most of the adjacent sites are undeveloped or are occupied with non-residential developments. There are two residential developments: to the southwest, Coopers Park [CD -1 (422)], and to the northeast the Spectrum development [CD-1 (415)]. Otherwise, non-residential developments are predominant in the area with parking lots to the west and southeast, commercial along Beatty Street, a commercial building and Casino on the Plaza of Nations site and GM Place to the east.

The site is zoned BC Place/Expo District (BCPED). It is also subject to the False Creek North Official Development Plan which permits only the current floor space and land uses for Area 10.

In 2001, the NEFC Urban Design Plan identified the potential for about 67,820 m² (730,000 sq. ft.) of development on the vacant lands adjacent to west side of the Stadium structure. While the Urban Design Plan was endorsed by Council as policy, the subsequent ODP changes never came about. However, even at that time it was anticipated that there would be potential for more development on the southeast corner. Determining the amount was left to future planning.

3. Northeast False Creek High Level Review

3.1 Background

The Terms of Reference and work program for the Northeast False Creek High Level Review (NEFC HLR) were approved by Council in May 2007 with the purpose of creating a new policy plan for the area that would include land use and density, urban structure, and urban design, as well as development of a public benefits strategy. (See Figure 2.)

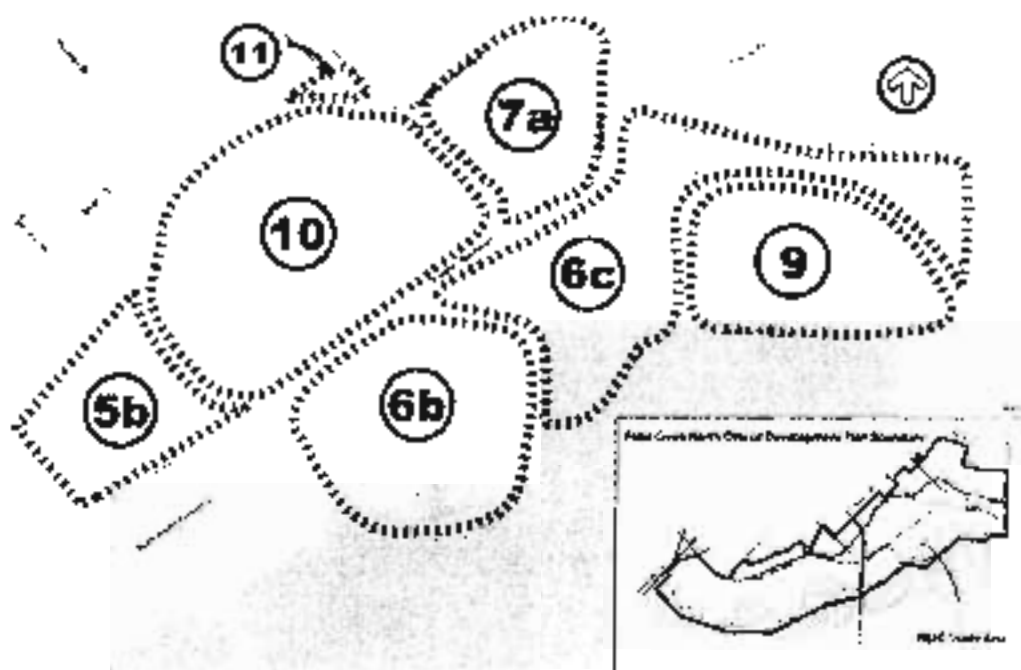


Figure 2 NEFC HLR Areas

The NEFC area houses the premier indoor sports venues in the region as well as significant special event, festival and entertainment venues. It also has an important role to accommodate additional job space for the city's economy, as outlined in the Metro Core Jobs and Economy directions approved in July 2008. The Council-adopted terms of reference for the NEFC HLR focus on these roles, and note that residential should be considered "in amounts and locations as may be compatible with other objectives."

(At the time of adoption of the HLR terms of reference, Council agreed that, for the portion of Concord's Area 5B west of Cambie Bridge, a rezoning application could be processed in parallel with the HLR, subject to certain provisos. That processing is currently underway and will be subject to a separate report to Council.)

In early 2008, when Council approved undertaking the work on BC Place Stadium ODP amendments, the work program was adjusted to focus first on the land use and density component of NEFC in parallel with the BC Place work, leaving the structure, urban design, and public benefits to the later part of the study. The announcement in May 2008 of the possible Vancouver Art Gallery location on the Plaza of Nations site, and the start of "due diligence" work related to that, has also adjusted the work program. In June 2008 the City Manager convened an interdepartmental NEFC Steering Committee of management staff, charged with coordinating the different work streams and providing on-going direction.

The work to date on the HLR has allowed staff to effectively evaluate BC Place Stadium proposal, and develop the proposed ODP amendments for it. The discussion below summarizes the HLR activities to date, and current findings, noting that work on the HLR is continuing.

3.2 HLR Progress to Date

Activities to date on the HLR have included:

- Staff research and development of a range of preliminary land use scenarios (at a highly generalized level);
- Completion of consultant studies on commercial market demand; acoustic impacts of the BC Place Stadium, GM Place and performance/event space; and on potential public gathering and performance spaces;
- Preliminary traffic modelling; and
- Review and evaluation of the preliminary land use scenarios

Staff have met with the NEFC landowners nine times during the course of the work, for extensive discussions. There have also been additional meetings with PavCo representatives related to their specific proposal.

Staff have organized a Consultative Group, including residents and community and business groups. Staff have met with them four times to discuss on-going technical work, emerging HLR findings and the BC Place Stadium proposal, and shall continue to meet as work continues. There have been two public open houses about the BC Place Stadium proposal that include some contextual information on the current findings of the HLR.

3.3 Current Findings

The findings to date of the NEFC HLR studies have assisted in the assessment of the BC Place Stadium proposed ODP text amendments. The notes below are a summary, and the findings have been shared with all the landowners and the Consultative Group in a fuller form. Staff continue to work on the HLR with the aim of bringing forward some directions on land use and density to Council as soon as possible. As part of preparing these reports for Council's consideration, consultation will continue with the landowners, the Consultative Group and the broader public.

a. Job Space

- Metro Core Jobs and Economy Study confirms that there will need to be 167,220 m² (1.8 million sq. ft.) of "job space" (office, hotel, retail, service, cultural, institutional, recreational) in NEFC to assist in meeting the estimated 2035 capacity shortfall. (This is in addition to the floor space currently located in the Stadium and GM Place arena).
- A Colliers International study substantiates sufficient market demand, by 2023, for 148,640 m² (1.6 million square feet) of office, hotel and retail/service. Other "job space" such as the Art Gallery, a casino, and other uses were not considered in the Colliers study, and would contribute to that total.
- The viable sites for office are north of Pacific Boulevard because of the better connections to downtown. Locations for hotel and retail/service are more flexible, and could be north or south of Pacific Boulevard.
- An approach will be taken of allocating minimum amounts of "job space" to be delivered on the various sites, based on the analysis. There will be directions to locate the retail and service uses where they are needed to animate key pedestrian routes and open spaces, and there will be maximums to ensure that no one site usurps all the demand-supported space.

b. Public Gathering Spaces and Park

- The Terms of Reference call for both a replacement of the outdoor performance space function currently housed on the Plaza of Nations, and a major civic plaza as an important public gathering space in Vancouver.
- After study and evaluation of options, the direction is to build outdoor performance and event capability into all public spaces including the major plaza, as well as eventually into Creekside Park. Work is still underway to refine the space needs and functional requirements for the civic plaza, but the current order of magnitude is 4,180 to 6,040 m² (45,000 to 65,000 sq. ft.) The current favoured location is generally in alignment with the Georgia Pedestrian Link, between Pacific Boulevard and False Creek;
- There will be no net loss of park space already committed, i.e. the 4 ha. (10 acre) Creekside Park extension. No additional dedication for park is anticipated because the lands north of Pacific are not suitable for park, and we are expecting significant lands south of Pacific to be in public use; major public open spaces, waterfront walkway and VAG site are anticipated to total 2.0 to 2.4 ha. (5 to 6 ac.). The potential use of the City road under the Viaducts between Carrall Street and Quebec Street for hard surface recreation (basketball, BMX, skateboarding) will also be investigated.

c. Residential

- Once the “job space” requirements are met, and the open spaces and the art gallery are accommodated, there will still be a significant amount of land remaining. Estimates are that about 185,810 m² (2 million sq. ft.) of residential might be accommodated, in addition to the 37,160 m² (400,000 sq. ft.) being proposed in Concord’s Area 5B West rezoning.
- Crowd noise, concerts and the noise generated by some sports and special events have, and will continue to, exceed the noise limits established by the Noise Control By-law;
- Some, but not all, of these noise impacts on housing can be mitigated;
- Residential is supported for sites in NEFC if, and only if, there is explicit acknowledgement that it is legitimate for the public facilities to continue to generate noise and crowds, and this expectation is communicated to purchasers and residents in an ongoing way.

3.4 Next Steps on the HLR and Implications for BC Place

Work on the HLR is focussed on refining land use and density directions. The topics still under investigation include the public gathering spaces, the residential capacity, and the VAG. These will all affect outcomes south of Pacific Boulevard. Staff anticipate reporting out to Council on the overall land use and density framework later in 2008 or early 2009. The HLR will also carry forward with work on the public benefits strategy for the area, as well as more detailed work as appropriate on components of urban structure and urban design (e.g. Georgia Pedestrian Link and Pacific Boulevard Design).

DISCUSSION

1.0 Overview of BC Place Stadium Proposal

PavCo’s proposal has two main parts: the upgrade of the Stadium, and major development on the sites adjacent to the Stadium.

The upgrade includes:

- The replacement of the existing air-supported roof with a retractable roof, supported by cables and masts encircling the Stadium; and
- Internal improvements such as new refreshment areas, washroom upgrades, a new playing field and a new entrance from Pacific Boulevard into the Stadium from the south side.

A portion of the upgrade will be completed before the 2010 Olympics, with the rest occurring immediately after. It is anticipated that, among the many events held at the Stadium, the Stadium will host 25 or more soccer and football events, one major concert, a boat show, a home show, a Motor Spectacular and other events.

The development proposal submitted for the two sites adjacent to the Stadium is for high density mixed use development that will integrate the Stadium with the surrounding areas as they develop. The proposal includes:

- The development of three slab buildings on the west site, and one point tower on the southeastern corner of the site; and
- The addition of up to 130,060 m² (1.4 million square feet) of residential and non-residential floor space.

The development of these adjacent sites would occur after the 2010 Olympics.

Staff generally support the proposal. Staff have had positive discussions with PavCo and their consultants on their initial and revised proposals, which have resolved all issues necessary at the ODP stage. The proposal has been reviewed by the Urban Design Panel, and there has been public consultation to the degree possible given the required timelines, as described later in the report.

Recommendation A is that the Director of Planning make application to amend the FCN ODP generally as set out in Appendix A, and refer the amendment to Public Hearing. (Note that the Appendix A does not yet include the revised ODP diagrams which will be finalized prior to the required by-law posting date.)

To prepare for the 2010 Olympics, PavCo intends to move forward with the Stadium upgrades without applying for a sub-area zoning. However, the replacement of the roof will occur after the 2010 Olympics. Staff note that most aspects of these upgrades would be approvable under the current BCPED zoning, in any case.

The future development of the sites adjacent to the Stadium would be subject to the usual sub-area CD-1 rezoning process, and subsequent development permit applications.

It is also the City's intention to conclude a parallel legal agreement with PavCo, the Upgrade Commitment Agreement (UCA), prior to enactment of the FCN ODP amendments, but conditional on such enactment. Further information on the intended terms of UCA appear under 'Public Benefits and Direct Costs' and in Appendix B. Recommendation C authorizes the City Manager or the Deputy City Manager to finalize and sign the UCA on behalf of the City.

The discussion below provides more detail about the proposal and the ODP amendments for BC Place Stadium Site under the headings of:

- Land Use and Density;
- Form of Development;
- Transportation; and
- Environmental Sustainability.

In addition, there is discussion related to other ODP amendments, including one that will allow consideration of the Vancouver Art Gallery to be located in FCN.

Lastly, there is a discussion of Public Benefits and Direct Costs.

2.0 Land Use and Density

2.1 Existing Development and Overall Development Potential

The original FCN ODP zoning applying to the Stadium site permits the uses existing as of April 10, 1990. It is proposed that the FCN ODP be amended to permit the floor space and land uses existing as of the date that the proposed FCN ODP amendments are enacted. Also as now, the floor space existing on the site as of that date will not be included in floor space calculations. This approach to existing uses and floor space was endorsed by Council in 1990, and staff do not see a reason to deal with this in a different way at this time. The focus of the amendments is on the new floor space and land uses.

The proposed ODP amendments will permit consideration of an overall maximum of 130,060 m² (1.4 million sq. ft.) of new development in various uses. Staff analysis of the proposal has determined that this is the amount of space that can be accommodated in a supportable form of development, and that the traffic and other impacts can be managed (see below for more information).

The maximum floor space allowed in the proposed ODP amendments is premised on the site being expanded westward to the line of the future Smith Street Extension. As noted in the ODP amendments, if this does not occur, the overall floor space that can be accommodated will be reduced.

2.2 Non-residential Uses

Based on the staff analysis for the Metro Core Jobs and Economy study, about 167,220 m² (1.8 million sq. ft.) of "job space" needs to be located in the NEFC area as a contribution to meeting the 2031 target for job capacity in the overall downtown area. As part of the NEFC High Level Review, Colliers International completed a consultant study for the City that indicated that there is sufficient demand for office, hotel and retail/service to support about 65,000 m² (1.6 million sq. ft.) by 2023. There would also be demand for "job space" uses that the study did not address, such as the Vancouver Art Gallery and a major casino. In all, the 1.8 million sq. ft. (167,220 m²) target is more than supportable by demand. In terms of location for "job space" the Colliers study indicated that the BC Place site, being north of Pacific and closer to downtown, is viable for office, hotel, and retail/service.

The proposed ODP amendments set a minimum of 65,000 m² (700,000 sq. ft.) of non-residential floor space on the BC Place site. Non-residential uses include office, hotel, retail and service as well as cultural, recreational (e.g. casino) and institutional uses.

Flexibility to include more non-residential floor space is built into the ODP, up to the maximum (1.4 million sq. ft.), 130,060 m² but if the total proposed amount exceeds 78,000 m² (840,000 sq.ft.), i.e. 20% more than the minimum target, a market demand study will be required to ensure that the BC Place site does not monopolise the demand which should be available for other sites north of Pacific Boulevard.

With respect to retail and service uses, the proposed ODP amendments set a maximum of 11,150 m² (120,000 sq. ft.) These uses will be required to be located so as to animate the edges of key pedestrian routes and public open space. The maximum is set in order to ensure that there is market-supported demand available for future retail and service along the key routes and spaces in other sites in the area. However, the ODP provides flexibility to consider more, again based on market demand study.

2.3 Residential Use

a. Amount and Livability

With respect to residential use, key questions are:

- whether there would be capacity for residential on the site after the needs for job space had been met;
- given the noise and crowds generated by events in the BC Place Stadium, GM Place and other public gathering spaces in NEFC, whether allowing residential would unduly jeopardize the area's overall role due to future complaints; and
- whether there would be adequate livability for residents.

Having determined the minimum non-residential space that needs to be provided, and having reviewed the overall development potential of the site, staff has concluded that there is potential for up to 65,000 m² (700,000 sq. ft.) of residential on the site. The ODP amendments include this as a maximum. This floor area, if developed with units similar in average size to those developed in the Concord Pacific lands, could accommodate about 1,200 residents.

With respect to acoustics, staff engaged BKL Consultants to provide advice on the current and future acoustic environment in NEFC, including the Stadium site. The City's normal acoustic standards in the Zoning and Development By-law, which address noise from sources like major arterials and Skytrain sources, can be met in this area using standard construction practices. These standards look at the 24 hour average of "A-weighted" noise, i.e. dBA. The proposed ODP amendments require design and construction to meet these standards.

However, development within a distance of about 300 m. of the Stadium will be subject to levels of noise (particularly deep bass noise, dB(C)) from concerts and sports events that will not be able to fully mitigate, and will exceed the maximum permitted noise levels identified in the Noise Control By-law.

The overall role of the area is as a premier sports, special event, festival and entertainment area of the region, and the major facilities (Stadium, GM Place, outdoor performance space at Plaza of Nations) pre-date nearby residential development.

Staff are supporting residential in the area on the proviso that initial and future residents are clearly informed that they should expect that noise and activity levels will be higher than in other areas with residential use. Therefore, the FCN ODP amendments note that various measures will be required such as covenants on title, notice in rental agreements, and full disclosure in marketing materials.

In addition to measures to mitigate noise and to manage expectations, it will be necessary to amend the City's Control Noise Bylaw to recognize the reality of events at BC Place Stadium. The by-law specifies how much noise of different types may be produced over certain time periods. At present it allows BC Place to exceed the normal limits in its area on up to 10 occasions per year. Currently, there are at least 10 football games per year, a Motor Spectacular night and one major concert every few years (e.g. U2, Madonna or the Rolling Stones). Both the number of events in the Stadium, and the level of noise, will likely increase with the new retractable roof. Recommendation B calls for the Noise Control By-law to be amended prior to the sub-area rezoning stage to increase the number of days when the Stadium can hold events that exceed the maximum noise levels permitted by the by-law provisions (currently 10).

It should be noted that the noise from events at the Stadium already impacts existing nearby residential located nearby, such as the recent residential development at 928 Expo Blvd., and residential towers adjacent to the corner of Cambie and Robson Streets, as well as the more recent Spectrum (Area 7B) and Coopers Park (Area 6A) developments. Staff understand that Concord provided information on noise in the marketing for their projects. However, there were no requirements to ensure future purchasers and residents are informed. Staff are proposing that this be required for future residential developments.

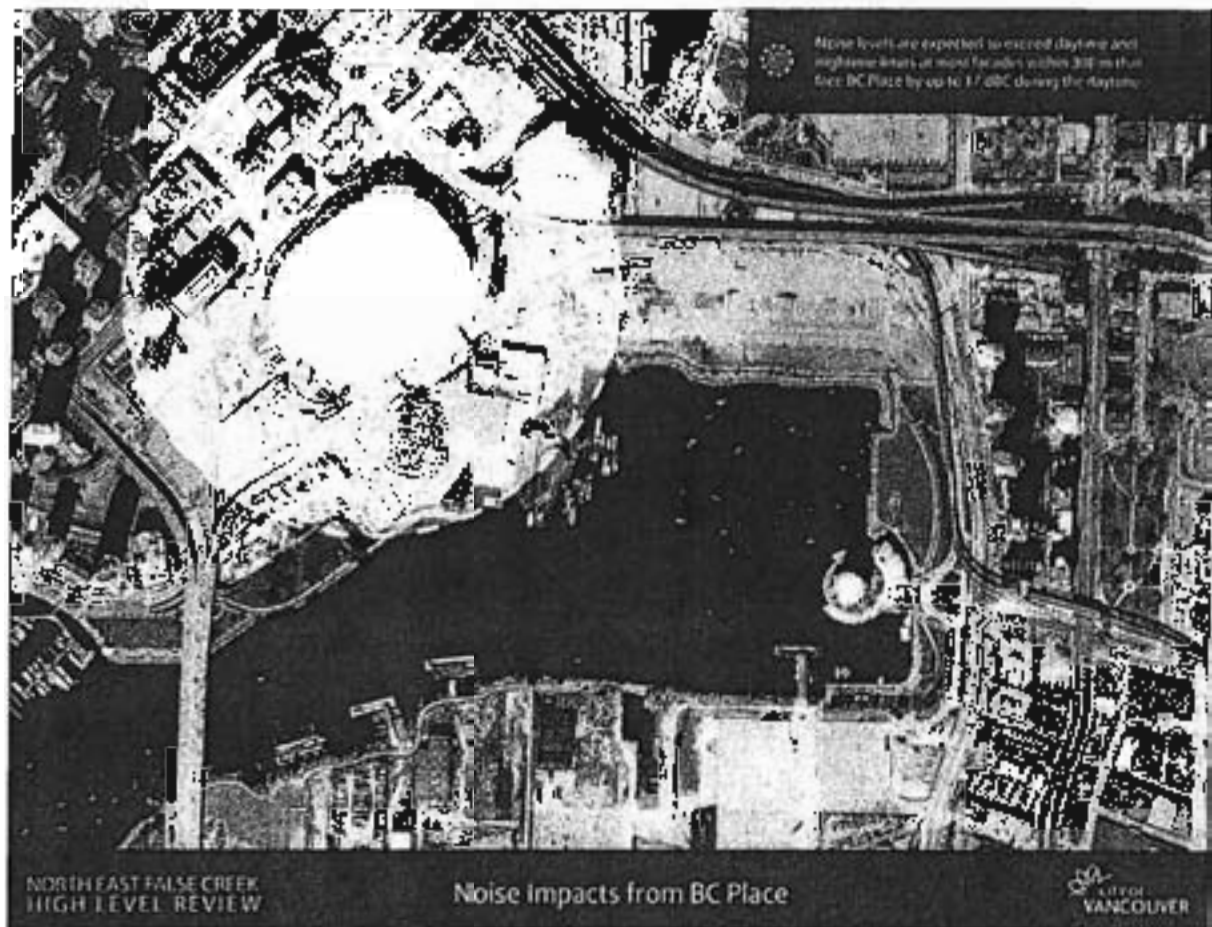


Figure Three - Primary Noise Impact Area from Concerts and Sport Events in BC Place Stadium

b. Household Mix

When the FCN ODP was written, almost all the sub-areas were planned to be predominantly residential, with a few being non-residential. The FCN ODP has a requirement for 25% of the units to be suitable for families with small children, and for a certain proportion of all units to be affordable housing.

With regard to family-suitable housing, the Stadium site is not felt to be a particularly suitable location for families, and therefore no requirement is included in the proposed ODP amendments.

With respect to affordable housing, there will be no requirement because it is proposed that all the economic return from the development around the Stadium go toward the Stadium up-grade. (See Section 7.0 below)

Given that neither of the unit ratio requirements will apply, there is no need for a maximum unit limit on the BC Place site, and none is specified in the ODP amendments. (The normal City standards for minimum unit size will apply.)

3.0 Form of Development

3.1 Overall

Staff generally support the Form of Development of the proposal which is illustrated in Figure 4.

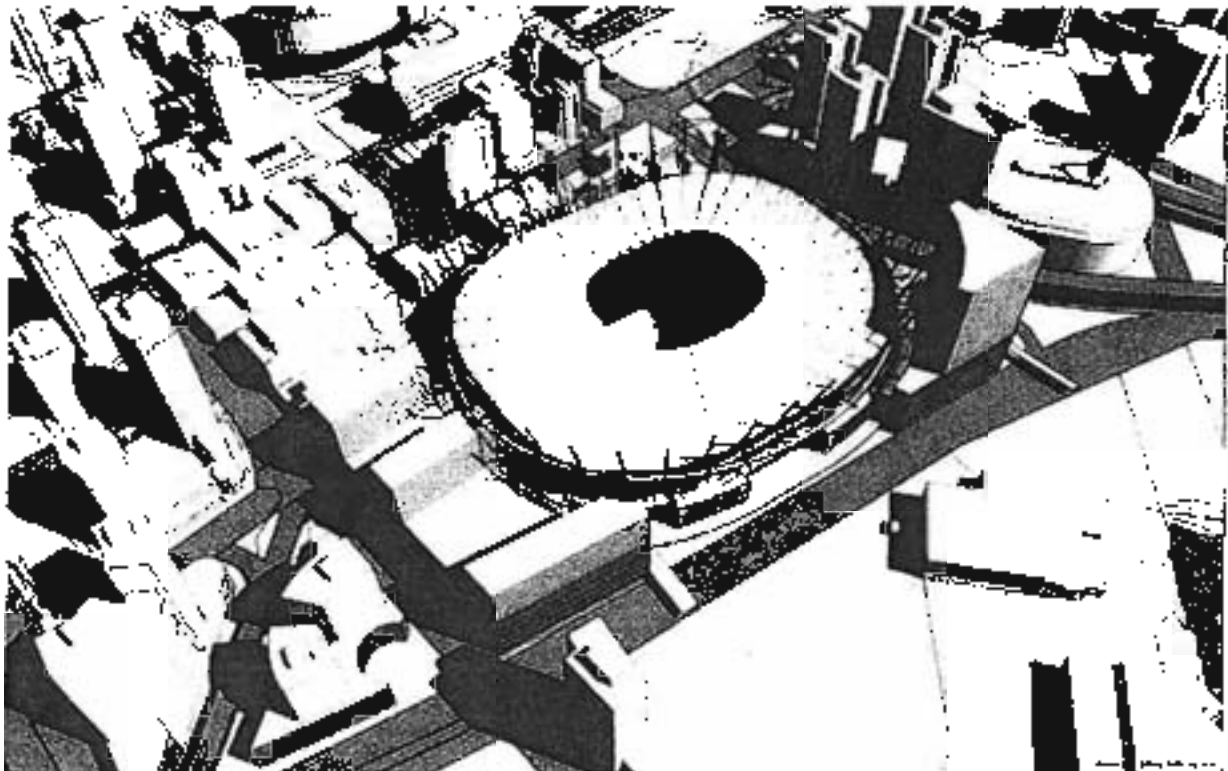


Figure 4. Aerial View of PavCo Proposal

The principal building components are:

- a dynamic and visually interesting new Stadium roof and supporting superstructure;
- on the west, three mid-rise buildings, rising from a strong 3-5 storey podium running along the future Smithe Street Extension;
- on the southeast corner, a 20 - 26 storey tower, (depending on use, with a office tower having fewer storeys due to the higher floor to floor measurements); and
- on the east side, the 'Georgia Pedestrian Link,' a pedestrian connection from the corner of Beatty and West Georgia Streets to Pacific Boulevard.

The Urban Design Panel reviewed the proposal on August 13, 2008 and unanimously supported it. The minutes of the Urban Design Panel are in Appendix C.

3.2 Height

The proposed development is within the limits imposed by Council-adopted view cones, with the exception of the steel masts and supporting cables associated with the new roof which project into the View Cone E1 (from mid-Cambie Bridge to North Shore mountains). Staff supports the proposed intrusion of the Stadium roof structural elements because the filigree of slender steel masts and cables leave the view of the mountains virtually intact, a very different result from that would be generated by an opaque building mass. In addition, they dynamically express the engineering design for the vast roof of this prominent public facility and will be interesting to observe.

The ODP amendments include provisions to allow the masts and cables to project into the view.



Figure 6 - Illustration of the Council approved E-1 View Cone and the intrusion of the roof structures into the protected view

3.3 Georgia Street Street-end View

The FCN ODP contains provisions to maintain the Georgia Street street-end view to False Creek and Science World. This view acknowledges the significance of the eastern termination of Georgia Street - Vancouver's premiere ceremonial boulevard. It is this view that, in the planning of Expo '86, dictated the positioning of the Expo legacy Science World structure on the Georgia axis. The future Georgia Pedestrian Link leading down to Pacific Blvd and the waterfront anticipates an expansive public view to False Creek for pedestrians.

PavCo's proposal suggested a reduction in the required width of the Georgia Street-end view to allow for a larger floor plate for the proposed tower on the southeast corner of the Stadium site. Staff do not support the narrowing of this view for the purposes of increasing the tower floorplate, essentially trading off a unique public interest for a private one. Staff note that PavCo acknowledges there is sufficient site area for either an office or residential tower. Therefore, the ODP amendments maintain the same view corridor width as now. In addition, the amendments reduce the maximum height of development within the street-end view, at the lower Pacific Boulevard level, from 15 m to 10 m, to ensure that pedestrians will have a view of the water when using the Georgia Pedestrian Link.

At the same time, staff acknowledge that ongoing planning for the Vancouver Art Gallery may indicate the desirability of announcing its location, and optimizing the prospect of a new, architecturally significant public building. Allowing a portion of the Art Gallery to take its place in this vista to the right of Science World may be appropriate to symbolize this bold initiative. Therefore, wording has been included in the ODP amendments allowing flexibility for future adjustments to the view corridor subject to consideration of urban design objectives.

4.0 Transportation

The objectives for the movement system, particularly for pedestrian circulation in and around the Stadium, are reflected in the proposed amendments to the FCN ODP text and diagrams. The details of implementing these goals will be dealt with in the Upgrade Commitment Agreement and/or future sub-area rezonings. The discussion below provides an overview.

4.1 Vehicular Circulation

a. Traffic Capacity

As part of the NEFC HLR, staff undertook traffic modelling of the existing and future City road network, transit system and future streetcar line to assess the impact on the existing street network of the addition of 2 million sq. ft. of commercial space and 2 million sq. ft. of residential space to the NEFC area. The network was found to have capacity for this scale of additional development. The land uses and densities proposed for the BC Place Stadium site fall within these parameters. At the sub-area rezoning

stage, more detailed traffic impact study will be necessary to determine the specific improvements that may be needed (signalization, etc.).

b. Smithe Street Extension

The Council-endorsed 2001 NEFC Urban Design Plan included the direction to build a Smithe St. extension from Expo Boulevard to Pacific Boulevard to provide better access to both Concord's Area 5B and BC Place Stadium Area 10. This was confirmed as a "given" in the adopted Terms of Reference for the NEFC HLR.

[Note: The extension of Smithe Street requires dedication of land from Concord Pacific's Area 5B, which is the subject of a separate rezoning application. To secure the obligations for Concord Pacific and PavCo to pay for the design, construction and utility relocation of the Smithe Street extension, the City will be seeking confirmation that an arrangement between the two parties has been achieved. The Smithe Street extension dedication will be the City's typical width required for vehicle and pedestrian movement, with a localized widening at the north end for a turn around to facilitate two-way traffic and access needs for the PavCo's Stadium and Concord Pacific Area 5B East sites. The matters associated with the Smithe Street Extension are being discussed as part of the processing of the separate Concord Pacific Area 5B West rezoning application (47 Nelson Street), and are also addressed in the UCA.]

PavCo's proposal assumes the successful achievement of the Smithe Street extension, and some subsequent land exchanges and site consolidation that would see their site expanded westward to the Smith Street extension. The ODP amendments note that the maximum floor space allowed is contingent on the site expansion, and that less will be achievable if it does not occur.

4.2 Pedestrian Circulation

Up to now, because of its size, the Stadium has to some degree been a barrier between the downtown, NEFC and the waterfront. The proposed upgrade and redevelopment of the Stadium site offers several opportunities for improving pedestrian connections. It is anticipated that pedestrians will primarily be accessing the Stadium site from Robson Street and from Georgia Street, with the future establishment of the Georgia Pedestrian Link, from Georgia Street to Pacific Boulevard [as described in Section 4.2 (a)]. PavCo also leases a mid-block pedestrian access across Central Heat Distribution's property from Beatty to the Stadium concourse, which will continue to be an important access point, as for entry and exiting purposes.

Increasingly, with the development of NEFC sites on the south side of Pacific Boulevard, pedestrians will cross the Stadium site to access these developments and the waterfront. The design of the area will need to continue to address the post-event needs of pedestrians from BC Place, as well as the more typical pedestrian flow anticipated with the build-out of this precinct.

a. Georgia Pedestrian Link

The 2001 NEFC Urban Design Plan included the establishment of a major pedestrian link that would accommodate the change in grade from Beatty Street to Pacific Boulevard

and the waterfront. This link could take the form of a series of stepped terraces and integrated ramps, inclusive of public art and other amenities.

The PavCo proposal observes this policy by including this link, as it passes over their site, in conceptual form. Further changes to the concept may result from the ongoing planning for the Art Gallery and the civic plaza on the False Creek waterfront, while further design of the link is required in any case. The proposed ODP amendments include a clause to identify the design of this link as one of the public realm concepts to be designed and implemented in future. The UCA will reference the design and construction aspects of this link.

b. Stadium Concourse

While it is proposed that the pedestrian concourse on the east side of the Stadium will not be covered, PavCo proposes the concourse on the west side of the Stadium to be a retail "galleria" that will link Terry Fox Plaza with Pacific Boulevard. Staff support the development of this concourse and suggest that at the sub-area rezoning stage opportunities for retail on both sides of the covered concourse should be explored, as suggested by the Urban Design Panel.

The UCA will address the issue of ensuring public access over the concourses surrounding the Stadium to connect downtown pedestrian routes with the Georgia Pedestrian Link, Pacific Boulevard, Expo Boulevard and the Cambie Bridge.

c. Overpasses over Pacific Boulevard

Generally speaking, the City is not supportive of overpasses over City road since the priority is to locate pedestrian activity and connectivity at street level. It is intended that in future Pacific Boulevard will become a much more normalized and attractive street, rather than the fast-moving "freeway like" experience and barrier that it is now.

At present there are two overpasses from the south side of the Stadium concourse across Pacific Boulevard to the Plaza of Nations site. PavCo's proposal removes these and replaces them with a stair and overpass at the end of the westerly concourse; as well as a stair and overpass on the east side, as part of the Georgia Pedestrian Link. They feel that the westerly one is needed to assist with emergency exiting from the Stadium, while the easterly one is for urban design purposes.

In addition, the ongoing Art Gallery assessment study is considering the concept of an overpass over Pacific Boulevard in line with the Georgia Pedestrian Link to facilitate patron access to the gallery. As mentioned above, the integration of the Georgia Pedestrian Link and PavCo's proposed east overpass requires further design evaluation.

In recognition of this uncertainty, the ODP amendments provide for consideration of whether or not there should be an eastern overpass at the sub-area rezoning stage.

d. Western Pedestrian Linkage Replacement

PavCo's proposal would see the overhead pedestrian walkway which now connects the west side Stadium concourse to the Cambie Bridge sidewalk demolished, and replaced

with a connection between the concourse and Expo Boulevard and a connection between the stadium concourse and Pacific Boulevard. These pedestrian links are important to allow the public to connect to Cambie Street, the Cambie Bridge sidewalk, the Seawall and transit stations to the west and south.

The links need to be located and designed in such a way that it can be accessible to the public all or most of the time, rather than operating only during commercial/retail operating hours. These requirements will be pursued at the sub-area rezoning stage.

4.3 Pacific Boulevard Improvements, Future Streetcar, and Georgia Viaducts

At or prior to the sub-area rezoning stage, several land grants will be needed to accommodate the streetscaping improvements for Pacific Boulevard and the future streetcar line. On Pacific, there will be provision of wider sidewalks, street trees, a bike lane, as well as maintaining three vehicular lanes for high traffic periods. At this time it is expected that the proposed streetcar will require the grant of a six m by 80 m area of land on the southern property line of the Stadium site, immediately east of Smithe Street Extension, while the remaining portion of the south property line adjoining Pacific Boulevard will require an approximate one metre width land grant across the site.

The City will also be seeking grants of land under that portion of the Georgia Viaduct that passes over the Stadium site, which is consistent with the rezoning requirements of neighbouring developments which involve City structures/bridges.

These requirements will be identified in the UCA.

4.4 Parking and Loading

a. Parking

Parking requirements for the additional residential and non-residential floor space proposed for the Stadium site will be established at the sub-area rezoning stage.

With regard to Stadium parking, it is not proposed to alter the current FCN ODP provisions, which call for 200 parking spaces to be provided on the Stadium site for Stadium spectators.

In 1990, when the FCN ODP was considered by Council, it was determined that there was a requirement for 2,000 parking spaces for Stadium events. However, it was further determined that the number of built parking spaces for Stadium events on the Stadium site and adjacent lands (owned at that time by Concord Pacific) would be reduced to 1,000 spaces and 'cash-in-lieu' or 'green links' payments for the other 1000 parking spaces would be provided as part of the sub-area rezonings to improve pedestrian, cycling and transit improvements in the area.

The City's Downtown Transportation Plan's long term transportation objectives are to encourage the public to use alternative modes of transportation, such as walking, cycling and transit. With the upgrade of the Stadium, PavCo is encouraged to provide

end-of-trip facilities for alternate transportation mode users, and a bike valet service for patrons during events.

b. Loading

It is proposed that staging, loading and unloading associated with the Stadium will be handled at grade level, under the proposed development on the eastern and western edges of the site. The current air-supported roof has required that delivery vehicles enter the air locks one at a time, to avoid affecting the air pressure. This has required long queues on City streets for trucks waiting to enter the Stadium. The new roof will not be air-supported, and this will have the benefit of greater efficiencies in the access of trucks into the Stadium and less queuing on City streets. In addition, PavCo is proposing a covered parking area for loading on the eastern edge of the site. Staff will be seeking confirmation that PavCo's staging, loading and unloading of hired vehicles, such as trucks, motorcoaches, taxis and limousines will be managed on-site to the greatest extent possible. PavCo is encouraged to consult with user groups to determine their loading, staging and servicing needs for event buses and motorcoaches.

5.0 Environmental Sustainability

It is anticipated that the development will comply with Council's Ecodensity recommended actions, including the 'Rezoning Policies for Green Buildings' and the 'Rezoning Policy for Large Sites.' Consistent with these policies, at the sub-area rezoning stage, proposed developments will have to meet at a minimum, the equivalent of LEED Silver. Among other green building objectives, the building should address efficiency in the use of energy and water and minimize storm water run-off. It should be noted that after January 1, 2010, this standard may be raised to the equivalent of LEED Gold.

Staff note that many aspects of the PavCo's proposal already include environmental sustainability elements:

- The proposed elimination of the air-supported roof structure and its associated energy demand will reduce operating costs by approximately one million dollars per year;
- Energy use will also be decreased by introducing improvements to the thermal performance of the building envelope, a heat pump system, passive ventilation and more natural daylight with the opening roof, upgraded energy efficient light fixtures and other measures;
- The location of BC Place Stadium close to two rapid transit lines, the Seabus, a proposed street car line and a number of rapid bus services significantly increases the opportunity for patrons to travel to the facility on public transit rather than by automobile; and
- The opportunity to have a pedestrian connection on the eastern edge will be an environmental benefit.

6.0 Provision to allow Vancouver Art Gallery, and other Amendments

6.1 Vancouver Art Gallery, and other major Cultural, Recreational and Institutional Uses

In the existing FCN ODP, the section on cultural, recreational and institutional uses covers the types of local-serving facilities that address the needs of residents of the development, e.g. schools, community centre, and childcare facilities.

The proposed FCN ODP amendment explicitly permits major city- and regional-serving cultural uses in Northeast False Creek. As such, it not only recognizes the existing Stadium, GM Place, and Edgewater Casino, but also paves the way for inclusion of the Vancouver Art Gallery as a major facility which would enhance the role of the area.

6.2 Area 11 - Central Heat Distribution Lands

The proposed ODP amendments create a new Area 11 for the portion of the current Area 10 owned by Central Heat Distribution which does not form part of the BC Place proposal. The area comprises a narrow parcel of land between Expo Boulevard and the foot of the escarpment, stretching between the alignments of the Georgia Viaduct and Robson Streets. The development of this land will be the subject of future discussion.

6.3 Housekeeping Amendment - FCN ODP Boundaries

There is a minor housekeeping amendment related to the correction of the boundaries of the FCN ODP as shown in Figure One.

7.0 Public Benefits and Direct Costs

The FCN ODP includes a range of public benefits to be provided by the developer as development occurs. These mainly relate to the needs of future residents, and include: parks and open space including the waterfront walkway and public gathering space; affordable housing; community centre; child care facilities; school sites; and others. In cases where the floor space or uses in the ODP have been changed through rezonings, the City has negotiated additional Community Amenity Contributions.

(The FCN ODP predates the adoption of the City-wide Development Cost Levy, and because the costs of growth had already been fully taken care of, FCN is not part of the City-wide DCL area. No DCLs are payable.)

PavCo wishes to recover all or part of the costs of Stadium rehabilitation from the proceeds of selling or leasing development sites around the Stadium. They have noted that the City's objective of improving pedestrian connections between the downtown and False Creek will be addressed by their contribution toward the pedestrian connection from the Georgia Viaduct and Beatty Street to Pacific Boulevard. They have also requested that PavCo not be expected to fund public benefits beyond this.

Staff agrees that the Stadium rehabilitation should be considered the only public benefit because the Stadium is a publicly-owned and operated facility which is unique and critical to the downtown and city economy. No additional Community Amenity Contribution should be expected (i.e. no requirement for affordable housing; parks and

recreation facilities; child care facilities etc.). At the same time, staff feels that it is not appropriate that the City pay any of the costs associated with the Stadium rehabilitation or the future additional development around it.

To formalize both PavCo's commitment to complete the upgrade to B.C. Place (including the new roof) and the foregoing benefits strategy, it is proposed that PavCo and the City enter into an "Upgrade Commitment Agreement" (UCA) prior to the public hearing, on the basis that the UCA is not to fetter the discretion of Council and will terminate if the FCN ODP Amendments are not enacted by a specified date (e.g., January 21, 2009). Although the Province and its agent PavCo are not bound by the City's zoning by-laws, PavCo has indicated that it is prepared to voluntarily enter into an UCA. An outline of the major terms expected to be included in the Upgrade Commitment Agreement is attached to this Report as Appendix B. Council will be informed when the UCA has been settled and signed.

FINANCIAL IMPLICATIONS

There are no financial implications for the City's operating budget. In terms of capital costs, PavCo is to be responsible for all the direct costs of the proposed development of Area 10, with the exception of the City considering a contribution to the cost of the Georgia Pedestrian Link.

PUBLIC INPUT

Staff have consulted with the public through a variety of means:

- A Consultative Group, representing a spectrum of community groups; and
- Two public Open Houses were held during the last week of August at the Stadium. Notification included mailings to almost 1,800 property owners owning property within two blocks of the Stadium site and, for the broader community and renters, the placement of ads in seven community newspapers.

At the August Open Houses, attended by about 150 people, there was clear support of those completing feedback forms for permitting a range of non-residential uses on the site. Support was mixed on the proposal to include residential development on the Stadium site with some attendees raising concerns about the liveability of the proposed adjacent housing. There was clear support for the proposed building form and density on the west side of the Stadium. However, concerns were raised by some attending on the size of the tower floorplate and the height of the building proposed for the southeast corner of the site. Some residents from the CityGate neighbourhood on Quebec Street raised concerns about the impact of this proposed building on their views. This can be addressed at the sub-area rezoning stage. Appendix D summarizes the comments received from the general public and the Consultative Group prior to the completion of this report.

Following Council's referral of the FCN ODP amendments to public hearing, staff will be holding additional Open Houses for review of the Stadium proposals. The public will also have the opportunity to provide Council with their advice on the proposed amendments at the public hearing.

CONCLUSION

The rehabilitation of BC Place Stadium and the addition of new development on the Stadium site have many positive benefits for the city. Its location in Northeast False Creek, close to the downtown core and rapid transit, reinforces the primary role of this area as a venue of city and region-wide significance for large sport, entertainment and cultural events. The proposed future mixed use development around the Stadium is also supported in its land use and density, form of development, and transportation aspects. If the proposed ODP amendments are approved at Public Hearing and enacted, staff anticipate that the design will be further elaborated in the subsequent sub-area rezoning.

DRAFT REVISED

False Creek North Official Development Plan

Draft Date: September 3, 2008

Changes are shown in bold and ~~strikeout~~

Section 1 Background

1.1 Application

This Official Development Plan (ODP) is the overall guide to development in that part of the City of Vancouver described as False Creek North, which is within the boundary shown on Figure 1. The ODP will guide the preparation of the zoning by-laws, housing programs, community facilities agreements, servicing designs and agreements, and all other instruments which implement it.

1.2 Intent

The intent of this plan is to achieve a high standard of design and development within a number of residential neighbourhoods, parks, public facilities, and commercial areas within False Creek North. It is also intended that the buildings, open spaces, circulation patterns, and land uses be designed and planned to complement and take advantage of the setting on the water, with a southern aspect, near the centre of the city.

In the preparation of this plan, the concerns and objectives of various property owners, interested groups, and individual members of the public have been considered through an extensive public involvement process. In order to provide effective guidance for the long-term development of False Creek North, this plan should be reviewed from time to time to ensure that it accurately reflects prevailing public objectives.

1.3 Approvals Process

This ODP has been prepared under the authority set out in Section 561 of the Vancouver Charter. Approval of this ODP and any subsequent amendments requires a public hearing arranged in accordance with the provisions set out in the Vancouver Charter.

This ODP is subject to the interpretation of City Council.

No actions may be taken contrary to this ODP. In particular, all the instruments which implement the ODP must conform to the ODP.

This ODP provides the framework for the development of False Creek North. Development will be permitted as outlined below.

- 5 ~~Interim uses~~ will be regulated by a zoning district schedule which permits uses of short-term duration.
- 5 ~~Long-term uses~~ will be regulated by zoning by-laws prepared for sub-areas within the ODP boundaries. These zoning by-laws will incrementally replace the interim use zoning. Concurrently with the adoption of the sub-area zonings,

design guidelines, forms of development, subdivision plans, park designs, streets and other public realm designs, servicing agreements, agreements related to public facilities, and other instruments necessary to achieve the long-term development of a sub-area in accordance with the ODP will be approved by the City.

- § Individual developments will require development permits in accordance with normal procedures as set out in the Zoning and Development By-law.

Section 2 Planning Principles

2.1 Policies for the False Creek Basin

This ODP reflects the overall City policies governing the development of the entire False Creek Basin as contained in the publication: False Creek Policy Broadsheets approved by City Council on August 30, 1988.

2.2 Organizing Principles for False Creek North

Within the framework of the policies set out in the False Creek Policy Broadsheets, seven major organizing design principles guide the development of False Creek North. These principles deal with the overall patterns of development, the quality of neighbourhoods, and the special opportunities of the location. They are set out below.

2.2.1 Integrate With the City

False Creek North should not be a self-contained new town in the city, but an integral part of Vancouver. To integrate well with the city, the following should be addressed:

- key elements of the street grid should be extended as streets, pedestrian routes, or vistas;
- the built form, block and land use patterns of the nearby areas should be extended or logically completed;
- the waterfront walkway system should be completed to a finished standard and include several clear linkages to Pacific Boulevard to connect to existing pedestrian routes;
- strong visual and physical connections should be established through the area from Pacific Boulevard to the shoreline through the public open space system;
- land uses, built form, and circulation patterns should encourage non-residents to visit the area and move through its various sub-areas; and
- important views should be maintained and attractive new views should be created by development.

2.2.2 Build On the Setting

The special characteristics of this setting should be used as a basis for development. In particular, the following should be considered:

- southerly aspect;
- water oriented land uses and activity settings;
- visual, physical and functional linkages between the water and the land;

- walking distance to employment, cultural and entertainment opportunities of downtown;
- history of the place;
- bridges;
- BC Place Stadium (the "Stadium");
General Motors Place; and
- character of adjacent neighbourhoods.

2.2.3 Maintain the Sense of a Substantial Water Basin

The False Creek water basin is an important geographical feature in the centre of the city. Adjacent development should enhance its presence through consideration of the following:

- scale and setback of adjacent development;
- locations of major open spaces;
- configuration of the shoreline; and
- views to the water.

2.2.4 Use Streets as an Organizing Device

A pattern of streets and sidewalks, along which buildings can be constructed, should be used as a primary ordering device. Such a pattern will accommodate incremental development, provide flexibility, and integrate with the nearby development. To achieve this principle the following should be addressed.

- building lots and block patterns should be created by streets;
- buildings should be oriented to streets;
- primary entrances to buildings should be from streets;
- pedestrian circulation should emphasize the ground level and only be grade-separated in limited circumstances; and
- building elements on development parcels should respect the pattern and details of street design.

2.2.5 Create Lively Places Having Strong Imageability

Open spaces, including streets, parks, plazas, and walkways, should be planned and designed to be identifiable, memorable, and lively. The following considerations apply.

- multiple functions should be accommodated;
- overlooks from nearby buildings should occur;
- street right-of-way widths and building setbacks should be set to reduce the impacts of traffic while facilitating its efficient movement;
- spaces should be consciously and positively designed, not left over as remnants of building arrangements;
- large spaces and long streets, such as Pacific Boulevard, should be divided by adjacent development into sub-areas that have a scale comfortable for pedestrians, and
- grand avenues, vistas, and focal points should be facilitated.

2.2.6 Create Neighbourhoods

Along with the street and block patterns, the creation of neighbourhoods should be a basis for organizing the area's development. The following should be considered.

- neighbourhoods should have distinctive identities and defined edges to give a sense of belonging to a smaller grouping;
- a diversity of people should be accommodated in each neighbourhood;
- public and private areas should be well defined;
- neighbourhood gathering and activity places should be provided;
- use of streets for pedestrians should be emphasized to foster social contacts among neighbours; and
- a sense of history, time, and incremental growth and change should be encouraged to reduce an instant community project feeling

2.2.7 Plan For All Age Groups With A Particular Emphasis on Children

To achieve robust neighbourhoods which have flexibility to accommodate all residents and to achieve the City objective of accommodating families with children, planning and designing for the needs of children should be emphasized. The following should be considered:

- safety and security without sanitizing the environment;
- parks, school, day care and other facilities needs, and
- public settings for socializing.

Section 3 Overall Patterns

3.1 Shoreline

The base shoreline of 1987 shall generally be maintained. Minor cut and fill in relation to this line may occur as illustrated in Figure 2

A variety of shoreline treatments shall be provided which relate to adjacent land and water use and urban design. These treatments shall respond to the urban character of the area; views from the water; the needs of fish habitat, recreational opportunities, and safety and health objectives. An overall general plan for the full shoreline shall be approved by the City prior to enactment of any zoning which permits the development of a sub-area adjacent to the shoreline.

Construction by the property owner of contiguous portions of the shoreline to the final standard shall occur prior to use or occupancy of the first long-term use building to be constructed in the adjacent development area.

3.2 Land Use Generally

Figure 3 illustrates land uses. Section 3.3 sets out land uses applicable to False Creek North except for Area 10, Section 3.4 sets out land uses applicable only to Area 10, and Section 3.5 sets out land uses applicable to False Creek North generally. Sub-area zonings will more specifically delineate uses within each area.

3.3 Land Use In False Creek North except for Area 10

3.3.1 Residential

It is intended that False Creek North be developed as a predominantly residential area to achieve regional and City objectives and recognize the special amenity of the area as a place to live. Several residential areas, as illustrated in Figure 4, shall be developed. In addition to dwelling uses, other complementary uses are also permitted to provide for the needs of residents.

Up to a maximum of 9,818 dwelling units, having a total floor area up to a maximum of 918,248 square metres, are permitted. The maximum number of dwelling units and floor areas which may be permitted within each area shall be as illustrated in Figure 4.

Both the unit counts and floor areas permitted above are subject to satisfactory resolution of:

- (a) livability for various household types; and
- (b) compatibility with adjacent development

as determined prior to the enactment of each sub-area zoning.

The maximum number of dwelling units and maximum floor area which may be permitted within each area may be increased by up to 10 percent, provided that the total number of units and floor area are not increased, and subject to satisfactory resolution of (a) and (b), above.

Twenty-five percent of the total number of dwelling units shall be suitable for families with small children, as defined in Guidelines for High Density Housing for Families with Children adopted by City Council May 30, 1989.

15.5 percent of the total number of dwelling units shall be designated for affordable housing, with priority on housing for core-need households, with fifty percent of the affordable units to be suitable for households with children. The affordable units shall be integrated into each residential area, except that Council may permit alternate arrangements to provide some affordable units off-site. Council may also permit affordable housing programs or initiatives to include subsidized and market rental units or subsidized and market co-operative units.

The mix of dwelling unit types within each sub-area shall be generally as illustrated in Figure 4 with flexibility to vary from this mix by 5 percent, subject to the approval of Council, when considering a sub-area zoning, provided that the overall mix of dwelling units remains the same.

3.3.2 Office

It is intended that offices be focussed to sites which meet the following criteria for office locations in the Central Area.

- (a) enhance the success, livability, and attractiveness of the central business district -
- access to waterfronts, views, and ease of face-to-face contacts;
- (b) have good transit access;
- (c) be a desirable office area;
- (d) not be a threat to areas with a major stock of heritage buildings;
- (e) not be an area with significant housing or with a high desirability for future housing; and
- (f) not be an area where support services would be displaced without alternate locations.

These sites are located at the Cambie bridgehead. In addition, small-scale offices may be permitted in mixed-use and retail/service areas. Offices within the Cambie bridgehead area are to be low-rise to mid-rise and low-density.

In office areas, cultural, recreational and institutional uses and limited retail and service uses may be permitted. Residential uses may also be permitted, subject to livability analysis at the sub-area zoning stage and included within the overall floor area and dwelling unit count limitations contained in Section 3.3.1

Giving consideration to the densities permitted in nearby commercial areas, up to a maximum of 145 872 square metres of office and street- or pedestrian-oriented retail and service uses may be permitted, generally distributed as shown on Figure 5. Offices existing in the Stadium complex as of October 14, 2008, and in the Plaza of Nations complex, are permitted but their area shall be excluded from the maximum amount of permitted office use.

3.3.3 Hotel

Hotels may be permitted generally as illustrated on Figure 3. The size and configuration of hotels shall be determined at the sub-area zoning stage or, in the case of the Plaza of Nations site, through appropriate sub-area zoning amendments.

3.3.4 Retail and Service

It is intended that retail uses be permitted to serve the needs of the projected population and provide specialized shopping opportunities. It is also intended that these uses link, reinforce, and extend, where appropriate, existing street-related retail patterns. Retail uses should not be of an amount or in locations which would unduly compete with or preclude the revitalization of retail areas established prior to April 10, 1990. In addition to retail and service uses, other uses, including residential entries, may be permitted at grade within retail/service areas, provided that they rely on walk-in trade or direct pedestrian access in the conduct of their operation and provide visual interest to passersby.

To accomplish the above intentions, the maximum amount of retail and service uses permitted outside of the areas designated as office on Figure 5 is 55 948 square metres. Of this total, the maximum amount of retail uses permitted is 36 420 square metres. Retail uses existing in the Stadium as of April 10, 1990, and in the Plaza of Nations complex, are permitted but their area shall be excluded from the maximum amount of permitted retail use.

Retail uses shall be required within Areas 4 and 6(b) as shown on Figure 11 and shall be located primarily at grade. Provision shall be made for a grocery store with a floor area of approximately 2 300 square metres at a location west of the Stadium. The remaining retail uses may be permitted generally as illustrated on Figure 3 and shall be located primarily at grade.

3.4 Land Use only in Area 10

The Stadium is a unique publicly owned and operated facility that is important to the economy of the downtown, city, and region. The Stadium's rehabilitation and other site improvements, along with associated development, will enhance the role of the area as a regional entertainment, sport, cultural, and public activity draw.

3.4.1 Existing Land Use and Floor Space

Uses existing as of October 14, 2008 may continue.

The calculation of floor space is to exclude floor space existing as of October 14, 2008.

3.4.2 Overall Floor Space

A maximum of 130,060 square metres (1,400,000 square feet) of floor space is permissible for all uses combined. This maximum assumes expansion of the site so that its western boundary is the proposed extension of Smith Street, as illustrated in Figure 3. If such expansion does not occur, development may accommodate only significantly less floor space.

3.4.3 Non-Residential Use

Non-residential floor space must:

- (a) consist of at least 65,000 square metres (700,000 square feet); and
- (b) not exceed 78,000 square metres (840,000 square feet) except if the developer provides a market impact study demonstrating that there will be sufficient demand to support non-residential minimum requirements in other areas as set out in this ODP or in Council policy, or as anticipated by the Director of Planning.

A maximum of 11,150 square metres (120,000 square feet) of floor space is permissible for retail and service use, and additional retail and service floor space may be permissible if a market impact study demonstrates that there will be sufficient retail and service demand to support other required locations for retail and service use as set out in this ODP, in Council policy, or anticipated by the Director of Planning.

Development shall include retail and service uses in locations illustrated in Figure 3 to activate key pedestrian linkages and public open spaces. Sub-area zonings may allow other uses, including building entries, in such locations, that rely on walk-in trade or direct pedestrian access in the conduct of their operations, and that provide visual interest to passersby.

3.4.4 Residential

There is no limit on the number of dwelling units, and there are no requirements regarding units suitable for families or affordable housing.

Residential floor space must not exceed 65,000 square metres (700,000 square feet) but no residential floor space is permissible except in compliance with the following requirements:

- Proposals for a sub-area zoning must consider the special acoustic conditions of the area.
- Residential buildings must meet the Canada Mortgage and Housing Corporation standards used in the Zoning and Development By-law which sets maximum decibel levels for interior rooms based on the 24-hour equivalent (Leq) A-weighted (dBA) sound level.
- Building orientation and construction must mitigate as much as possible events in major facilities and outdoor spaces which will produce high levels of noise, particularly base noise (dB(C)), on a regular basis, and for significant periods of time.
- The developer must take measures, including covenants on title, notices in rental agreements, inclusion in marketing and disclosure documents, and signage on buildings, to advise initial and future purchasers and residents of anticipated noise levels.
- The preceding requirements must be satisfactory to Council when it considers the sub-area zoning proposal.

3.5 Land Use in False Creek North Generally

3.5.1 Wholesale

Wholesaling (warehouse club or wholesale club) may be permitted, but limited to the area between the Georgia and Dunsmuir Viaducts (Area 7B), at Expo Boulevard grade, and not exceeding 13 619 square metres. To assist warehouse or wholesale club members who choose to walk to the premises, the operator will consider provision of shopping carts, wagons, and other pedestrian-serving conveniences and operation of a delivery entrance.

3.5.2 Cultural, Recreational, and Institutional

3.5.2.1 Cultural, Recreational, and Institutional Uses Serving the Local Area

It is intended that cultural, recreational, and institutional uses be incorporated throughout the area, where they best serve the projected population and complement adjacent land uses. While there are no limits prescribed for these uses, provisions shall be made for the following facilities:

- one K-7 community school with 370 square metres of community space and a 560 square metre school/community gymnasium;
- one K-7 school;
- one community centre plus gymnasium, having a combined minimum area of 4 180 square metres;
- eight day care facilities, having a combined indoor area of between 3 000 and 3 500 square metres and a combined minimum outdoor area of between 2 700 and 4 400 square metres, depending upon location configuration, and meeting Community Care Facilities Licensing requirements;
- one multi-purpose room to accommodate family place and out of school care programs, having a minimum floor area of 190 square metres, with washrooms designed to be shared with adjacent community facilities and meeting Community Care Facilities Licensing requirements;
- one branch library facility, having a floor area of approximately 460 square metres, if required by the Library Board; and
- one field house, having a floor area of approximately 200 square metres.

These facilities shall be located generally as illustrated on Figure 3.

The property owner shall provide sites for the schools; one-half the costs of constructing the fully finished (i.e., ready for immediate occupancy) library space; and, fully finished spaces for the other facilities listed above, all at no cost to the City or the School Board. All facilities shall include their required parking.

The area required for these facilities shall be excluded from any floor area and site coverage limitations. Additional cultural, recreational, and institutional facilities may also be excluded up to maximums to be determined with each sub-area zoning.

Provisions are to be made for public art, the specifics of which are to be addressed at the sub-area zoning stage.

3.5.2.2 Cultural, Recreational, and Institutional Uses Serving the City and Region

The proximity of the Stadium, GM Place, and Science World, and their ready access to public transit, reinforces the role of the area as a centre for entertainment, sports, and cultural and public events, serving the city and region.

To enhance this role, Council may allow sub-area zonings to include other cultural and recreational facilities, including a major art gallery and a major casino, that will also serve the city and region.

3.5.3 Parks

It is intended that parks be distributed throughout the area as a focus of each neighbourhood. The size, location, and configuration shall meet the needs of residents and workers, provide attractions for visitors and take full advantage of the waterfront environment.

The use, design, materials, and construction specifications of each park shall be determined by the Park Board, in consultation with the Director of Planning, Superintendent of Schools, and the City Engineer at the sub-area zoning stage. Land devoted to parks is to be useable for park and community purposes. Slopes between development parcels and parks required to meet park grades shall generally occur on the development parcels.

17.05 hectares of neighbourhood park shall be provided, located as illustrated on Figure 6. In addition, a continuous walk shall be provided as illustrated on Figure 9B.

3.5.4 Provision and Phasing of Parks And Community Facilities

Parks, the community centre, the community components of the community school, and child care facilities shall be completed and conveyed to the satisfaction of the City and school sites shall be made available to the School Board, generally in accordance with the phasing as illustrated in Figure 7. A library facility, if required, shall be made available at a time to be determined by the Library Board and the property owner. Specific sites for cultural, institutional, and other community facilities shall be allocated at the sub-area zoning stage. Agreements, securing the provision and construction of parks and community facilities, will be required prior to the enactment of sub-area zonings.

3.5.6 Marinas

Marinas may be permitted in the areas illustrated on Figure 3. The shape, size, and use of these marinas shall be determined at the sub-area zoning stage, having regard to the following principles:

- some uses ancillary to marinas, such as repair facilities and parking, should be accommodated at unobtrusive locations;
- some space within marinas should be reserved for visitors;
- marinas should be of a size, number and location to: maintain street-end views and key long views across the water, not overcrowd the water, especially the central basin; and, minimize on-shore disruption;
- marinas should not disrupt pedestrian continuity;
- services, such as parking and loading, should be located to be functional and convenient to marina users; and
- opportunities for public boat launching should be achieved.

It is intended that public access be provided to portions of the marina proposed at the end of Davie Street, subject to resolution of liability and any other legal issues.

3.6 Movement

It is intended that a variety of means of moving through the area be provided, including streets, walkways, bicycle routes, transit including a proposed street car line, and ferries. Bus routes shall be jointly determined by the City and B.C. Transit, as ridership is generated by completed developments.

These facilities shall be adequate to serve the needs of the population and integrated with the adjacent city, generally as illustrated on Figures 9A, 9B and 9C. Streets, walkways, and bicycle routes shall be designed, constructed, and conveyed, to the satisfaction of the City, by the owner prior to occupancy or use of the first building to be constructed in the area they are intended to serve. Agreements securing the design, construction, and conveyance of these facilities will be required prior to the enactment of sub-area zonings.

Conditions prior to the enactment of sub-area zonings shall include the provision of adequate building setbacks and street dedications or rights of way for a proposed street car line along Pacific Boulevard.

3.7 Parking And Loading

Parking and loading shall be adequate to serve all uses. Visitor parking shall be provided and clearly identified. Parking and loading requirements will be determined with each sub-area zoning.

A minimum of 1,000 parking spaces which are surplus to the needs of other development shall be provided within 600 metres of the Stadium, subject to the approval of the Director of Planning and the City Engineer. As of April 10, 1990, there exists approximately 200 permanent parking spaces available for transient parking adjacent to the Stadium on Stadium property. Therefore, an additional 800 spaces are to be provided. By letter agreement dated April 3, 1990, a cash payment in lieu of 1,000 parking spaces will be made in addition to providing 800 parking spaces.

A general location and phasing plan for Stadium parking is to be provided with the first sub-area zoning, excluding that for Area 8, within 600 metres of the Stadium. Agreements securing construction of the 800 parking spaces and payment of the "cash in lieu" for 1,000 parking spaces will be required prior to enactment of a zoning by-law for each development parcel.

The Stadium site is to accommodate all Stadium loading requirements.

3.8 Views

The development of False Creek North shall preserve views and also create views, including views of designed focal points. Views are to be protected and created as illustrated on Figures 10A and 10B. Despite Council's View Protection Guidelines (approved by Council on December 12, 1989), masts and support cables associated with the Stadium roof may project into protected views.

Development shall preserve the Georgia Street street-end view, as illustrated in Figures 10A and 10B, except that, subject to the consideration of urban design objectives, sub-area zonings may include adjustment to the height limits and setbacks associated with this street end view.

3.9 Building Height

No building shall exceed 91 metres in height, except for the tower located on the site in Sub-area 1B adjacent to the southwest corner of Pacific Boulevard and Homer Street which shall not exceed 110 metres in height. Roof projections may be permitted to extend above these building height limitations, provided that they do not contain habitable space and are designed as capping elements complementary to the design of the building.

Building heights for specific locations will be determined with each sub-area zoning, having regard to the Illustrative Plan described in Section 6 and:

- (a) public and private views, including views created by the development form;
- (b) shadowing of public and private open spaces and streets;
- (c) privacy;
- (d) effects on the scale and character of open spaces; and
- (e) form relationships to nearby buildings.

3.10 Building Orientation

Buildings with heights greater than 35 metres shall have the same orientation as the Downtown street grid, except in the Plaza of Nations complex where buildings may reflect the geometry of the complex and in the Quayside Neighbourhood where buildings may reflect the shoreline and the curve of the adjacent boulevard. The form of such buildings shall be point towers, not slabs.

3.11 Size of Development

The size of development increments or "grain" should relate to that of the nearby city. This may be achieved by creating parcel sizes similar to those nearby or by the individualized massing and detailing of building elements within larger parcels.

In Area 10, development adjacent to the Stadium should strive to mitigate the large scale of the Stadium by providing a transition to the scale of the surrounding development.

3.12 Development Relationships to Public Realm

Buildings and semi-public and semi-private open spaces should be designed and detailed to complement the design of the public realm. Aspects to consider include, but are not limited to paving; lighting; planting; driveway crossings; pedestrian entrances and walks; seating; display windows; weather protection, garbage storage; and, loading facilities.

3.13 Public Realm Design Concepts

In addition to park designs and the normally required street designs, special public realm designs shall be prepared for the following areas concurrently with the related sub-area zonings:

- (a) Keefer steps and circle;
- (b) the waterfront drive west of Curbie Bridge;
- (c) the crescent area at the southern foot of Richards Street;
- (d) the waterfront walkway and seawall;
- (e) above-grade pedestrian connections around the north end of the Curbie Bridge; and
- (f) Pacific Boulevard, including a general overall concept with the first sub-area zoning adjacent to Pacific Boulevard; and
- (g) Georgia Pedestrian Link, a pedestrian connection generally within the Georgia Street alignment from the corner of Georgia and Beatty Streets to Pacific Boulevard.

Additional designs may be required as determined at the sub-area zoning stage.

3.14 Recycling

Provisions for recycling and refuse containers shall be included within zoning by-laws prepared for each sub-area.

3.15 Energy Conservation

Provisions for the conservation of energy, including site planning and building design considerations, shall be incorporated in each sub-area plan.

3.16 Saltwater Pumping Station

A saltwater pumping station shall be required to serve False Creek North and adjacent land. By letter agreement dated April 3, 1990, the developer will be responsible for one-half of the cost of the saltwater pumping station. An agreement detailing such matters as cost-sharing and scheduling may be required prior to enactment of any zoning by-law, excluding only that portion known as [International] Village and Yaletown Edge.

Section 4 Interim Uses

The development of False Creek North is expected to occur over many years. Interim uses are appropriate, having regard to the policies set out in the False Creek Policy Broadsheets.

Section 5 Sub-areas

As outlined in Section 1.3, the long-term development of False Creek North shall be regulated by sub-area zonings, legal agreements and related development controls.

The sub-areas are illustrated in Figure 11. Following are general descriptions of each sub-area.

5.1 Area 1

This primarily residential area encompasses about five city blocks and is focussed around a formal urban park. Lower levels of buildings are to be configured to reinforce the shapes of streets and open spaces. A pedestrian and cycling linkage is to be provided to Beach Avenue. The option for a vehicular linkage is to be maintained. A major feature is to be provided within the park to provide a focal point at the southern end of Richards Street. A landmark structure is to be provided on the axis of Pacific Boulevard at the intersection of Homer Street.

5.2 Area 2

This residential area is to be the focus of community facilities for False Creek North, including the community centre, an elementary school, and child care facilities. The western edge of this area is to be a large waterfront park.

5.3 Area 3

This primarily residential area consists of three city blocks. Pacific Boulevard is to be lined with street enclosure buildings containing retail and other pedestrian interest uses at grade with taller buildings rising from them. The character of Yaletown is to be reflected in the lower levels of buildings. Some visual exposure to Yaletown from Pacific Boulevard is to be provided at street corners. The lanes bordering this area are to service Yaletown and this area. They are also to be linked to entry courts which provide visual amenity and exposure to nearby development.

5.4 Area 4

This area is to be oriented around a major bay which contains a marina. This marina is to include visitors' moorage and public access to the water. The crescent shape of the bay is to be defined by a waterfront street lined on the north by a pedestrian walkway and shops, and on the south by the waterfront walkway. A continuous retail link to Downtown is to be provided along Davie Street which terminates in a water view. A park at the eastern edge of this area is to accommodate car-top boat launching.

5.5 Areas 5(a) & 5(b)

These mixed-use areas comprise several parcels defined by streets and bridge ramps. An above grade pedestrian system may be included to link these areas, the Stadium, and the waterfront. A major plaza is proposed as a visual terminus to Pacific Boulevard at Cambie Street. Office uses within this area are intended to be in low-density, low- to mid-rise buildings with retail and service uses encouraged at street level.

5.6 Area 6(a)

This residential area is to focus around a waterfront park. Special attention, at the sub-area zoning stage, is to be paid to mitigating bridge impacts and the affects of the adjacent regional facilities.

5.7 Area 6(b) (Plaza of Nations Complex)

The Plaza of Nations Complex consists of three commercial buildings around a partially covered plaza area. It is intended that the buildings remain and be used for commercial purposes. A family sports and entertainment centre may be permitted within an existing building. Public access is to be provided and guaranteed through the site at all times unless the City Engineer approves otherwise for special events. The performance space within the plaza is to be made available for events on a commercial basis. Except for office use referred to in section 3.3.2, hotel use referred to in section 3.3.3 and retail use referred to in section 3.3.4, it is intended that the development of this site remain generally as built as of April 10, 1990.

5.8 Area 6(c)

This commercial area is located on the western edge of a major waterfront park and extends between the viaducts east of Abbott Street. Retail use is to be extended along the west side of Abbott Street to the waterfront. Abbott Street is to be extended for a short distance along the water to Carrall Street. A marina will be considered in the small bay with respect to the policy of encouraging non-power craft at the east end of False Creek. Berths will be located to provide a water view down Abbott Street. The land between the viaducts is to be developed with residential amenities and parking as determined at the sub-area zoning stage.

5.9 Area 7(a)

In addition to office this area includes a stadium and arena facility, which facility may include manufacturing but limited to small-scale brewing or distilling.

5.10 Area 7(b)

This primarily residential mixed-use area is the eastern terminus to the downtown office area, being defined by the viaducts and linked to the ALRT station. The grade of the downtown is to be extended between the viaducts. Development of this site should respond to the ultimate uses on adjacent sites, in particular sub-areas 7(a) (GM Place) and 8 (International Village). Residential use will be mid- to high-rise mixed-use development. Any policies or principles of development adopted by Council should shape its design. Detailed traffic analysis will be required at the sub-area zoning phase.

5.11 Area 8

This mixed-use area is to contain residential, retail, service, a major park, a community school, and day care uses. The retail pattern is to be street-oriented, linking Gastown, Chinatown, Downtown and the ALRT Station. The character of the architecture is to reflect that of the adjacent areas. An entertainment centre may be permitted in a building located in the block bounded by Pender Street, Abbott Street, Keefer Street and Taylor Street.

5.12 Area 9

This area consists of a large park. Park design and uses will integrate with East False Creek Park, the residential amenities and parking to the north, and the residential area to the west.

5.13 Area 10

The Stadium functions as a city and regional facility for major sporting and other public events. ~~The stadium site has an area of 6.56 hectares of which 2.93 hectares are outside the building. This portion is used for circulation, landscaping and parking, and other ancillary uses. It is intended that the development of this site remain and continue to function generally as built, as of April 10, 1990.~~ Major development, including a mix of residential and non-residential uses, will occupy the sites around the Stadium, and will better integrate the Stadium into the surrounding urban fabric. The city anticipates the development of mid-rise and high-rise buildings above strong street-fronting podiums to the west, along the Smith Street extension, and at the south east corner of the Stadium, adjacent to Pacific Boulevard. A major Georgia Pedestrian Link will connect the downtown to Pacific Boulevard.

5.14 Area 11

This area consists of a narrow parcel of land to the northeast of Expo Boulevard more or less between the alignments of the Georgia Vladnet and Robson Street, below the escarpment. Consideration of the use and development of this land will occur in the future.

Section 6 Illustrative Plan

The Illustrative Plan shown on Figures 12A, 12B and 12C shows one design which meets the intent and requirements of the Official Development Plan. The Illustrative Plan is included here for illustrative purposes and is to be used in conjunction with this Official Development Plan as a general guide to the preparation of sub-area zonings and related development control instruments.

(Figures not included in this draft)

OUTLINE OF MAJOR TERMS FOR "UPGRADE COMMITMENT AGREEMENT" WITH PAVCO

1. Definition of "Upgrade" to describe proposed work to rehabilitate B.C. Place, including new roof.
2. Recitals to reflect concept that resulting Upgrade will amount to a significant community amenity.
3. Agreement not to fetter Council discretion, regarding consideration of FCN ODP Amendments or otherwise.
4. Mutual condition precedent whereby Agreement will terminate if the FCN ODP Amendments are not enacted by specified outside date.
5. PavCo to commit absolutely to complete Upgrade by a certain date.
6. PavCo to be responsible for 100% of the direct and indirect costs of the on-site and off-site services to properly service B.C. Place as rehabilitated and, when the adjacent development sites 10A and 10C are redeveloped, PavCo or their successors to 10A and 10C to be responsible for 100% of the direct and indirect costs of the on-site and off-site services to properly service 10A and 10C.
7. Considering the recited significant community amenity (item 2 above), no DCLs or CACs.
8. Arrangements related to Smith Street Extension.
9. Mechanisms regarding various grants, statutory rights of way and transfers to the City, including under Georgia Viaduct areas, passage route(s) through site, street car route setback and rehabilitated B.C. Place encroachments.
10. All other terms and conditions as required by the Office of the City Manager in consultation with Engineering and Legal Services.

Note: The terms of the Upgrade Commitment Agreement have yet to be fully negotiated with and accepted by PavCo.

URBAN DESIGN PANEL COMMENTS

Excerpt from Minutes of Urban Design Panel Meeting of August 13, 2008

EVALUATION: SUPPORT (10-0)

- **Panel's Consensus on Key Aspects Needing Improvement:**
 - Consider reducing the amount of density proposed on the 10A site to allow for different and flexible future development scenarios;
 - Preserve the Georgia Street view cone down to the Stadium;
 - Urban Design development to the Smythe Street elevation to improve the public realm and allow for improved access to the Stadium from the westerly precinct;
 - Design development to the public realm surround the site and around the concourse; and
 - Consider more green building design to improve sustainability.
- **Related Commentary:** The Panel supported the proposal and was encouraged to see the proposed redevelopment for the area. They also supported the additional density and the proposed uses for the site.

The Panel noted that the applicant has some major challenges to overcome with the site. The project addresses four major streets and all of them critical to the fabric of the city. The building consumes four city blocks and people have to move around it and descend approximately forty feet from the upper level of the downtown to the sea wall level. How the concourse and how the public edges of the buildings are developed will be critical. The Panel encouraged the applicant to set out broad goals and guidelines in the ODP on how the building edges and public realm will be enhanced.

The Panel supported the general idea of densifying the project and supported the strategy for putting density out to the street edges. A few Panel members raised some concerns regarding the amount of density proposed particularly on the 10A site on the west side of the Stadium. They suggested some flexibility or some alternate massing options should be considered so that the applicant and City staff are comfortable with the amount of density that will work with different development scenarios, and that it will work for different uses.

The Panel hoped that the view cone study opened up more possibilities for the site noting that the height challenges were affecting the 10A & 10C site. One Panel member suggested adding more height to the 10C site while another Panel member thought the site needed to be more transparent and sculptural and less bulky. A couple of Panel members thought the scale didn't fit with the rest of the project. The Panel suggested preserving the Georgia Street view cone and hoped that the view cone discussion came to a conclusion before the project was started.

The Panel noted that Georgia Street will be a critical street for the project. How that street transforms over time as well as how the public will move down Georgia Street through the new steps to the Art Gallery will be important. Georgia Street is a critical edge for the project. The Panel was concerned about the Robson Street Plaza as they felt this was also a critical edge and an important entry to the Stadium. The new proposed entry on Pacific Boulevard is a great idea and will also be critical to the project. The Panel noted that Smythe Street seems to be the forgotten street. Considering there will be a new Canada Line Station at Davie Street which will make for a tremendous amount of movement from the west to the east, this face will be critical as well.

The Panel thought the Smythe Street elevation with only one perspective presented, seemed rather mean. There was no suggestion of a Stadium from that view point as you can't see any of the mass or sense of entry or any indication of a way finding up to the concourse level. Smythe Street will be the main entrance from Yaletown and the entertainment district for people who will have their dinner before the game and move from the restaurant to the Stadium. It is an important link and the site should not turn its back on its westerly neighbours.

With respect to the public realm treatment at the concourse level, a couple of Panel members thought it needed to be carefully animated with retail or active pedestrian uses on both sides of the concourse to improve its viability and the safety of the public realm when the Stadium is not in use. The panel questioned how security of the newly enclosed concourse level would be handled and asked the applicant team to carefully review whether this space is enclosed or open to the public 24/7. It was suggested that the applicant look at the pedestrian experience around the whole building as this was an opportunity to enrich and animate the public realm.

The Panel noted that the ultimate test of a good green building will be its durability and longevity. The Panel suggested the application look for opportunities to make the project truly sustainable both for the Stadium and the new development. One Panel member applauded the applicant's plans for energy reduction in the Stadium.

Applicant's Response: Mr. Wreglesworth thanked the Panel for their comments and for recognizing some of their challenges. He said he looked forward to addressing the comment

PUBLIC INPUT FROM OPEN HOUSES

General:

1800 notification letters sent to adjacent owners about Open Houses
Approximately 150 attendees
50 response forms submitted

	Strongly Agree		Agree		Neutral		Disagree		Strongly Disagree		No Response	TOTAL	
	#	%	#	%	#	%	#	%	#	%			
The inclusion of a range of non-residential uses on the BC Place site is appropriate.	28	56.0%	18	36.0%	3	6.0%	0	0.0%	3	6.0%	2	4.0%	50
The inclusion of residential uses on the BC Place site is appropriate provided that the transit bylaw is amended and constraints are placed on new development to recognize the noise impacts of the stadium and other event noise.	6	12.0%	16	32.0%	5	10.0%	6	12.0%	16	32.0%	7	14.0%	50
The building form and density on the west side of the stadium is appropriate for that location.	3	6.0%	25	50.0%	14	28.0%	7	14.0%	4	8.0%	1	2.0%	50
The building form and density on the east side of the stadium is appropriate for that location.	5	10.0%	15	30.0%	12	24.0%	10	20.0%	9	18.0%	3	6.0%	50

Observations from Open-ended Response Forms:

- 45 respondents provided open-ended feedback (4 did not provide written comments)
- Of the 15 respondents who reported that they Strongly Disagreed with the introduction of residential on BC Place, 10 (66%) cited in their open ended responses the issue of inadequate amenity in Northeast False Creek as their reason for not supporting. More specifically, 8 (53%) named either Concord Pacific or Creekside Park as a major reason for not supporting the additional residential density.
- In total, 19 (42%) respondents cited insufficient amenity as a problem with the proposal, while 10 (22%) cited Creekside Park and its delivery as something that should be delivered in the neighbourhood prior to further residential units.
- 9 (20%) of respondents cited an oversupply of condos, or too many residents in the area as a complaint.
- While there were voices against the introduction of residential on the site, one individual stated that support for residential could be given if in the form of affordable rental housing, as opposed to condos.
- Related to this, 9 (20%) individuals also cited insufficient commercial as a problem with the proposal.
- Concerns about traffic congestion (10 responses or 22%) and parking and staging (5 responses or 11%) considerations were also concerns for respondents.
- 5 individuals (11%) cited fears that the introduction of residential had potential to negatively impact the publicness of the area and showed concern that these residents would unjustifiably complain about noise.

- On the flip-side of the noise issue, 5 (11%) individuals cited that they were worried that the proposed development would adversely affect them through increases in the noise levels in the area.
- On the built-form of the proposal, there were 5 (11%) respondents who felt that the west-side site was too bulky, or showed massing or design concerns, while 5 (11%) thought that the buildings unjustly blocked views, and 3 (7%) felt that the buildings were too high. Counter to this point, 2 (5%) individuals felt that the buildings could be higher, and penetrate the viewcones if it meant thinner, slighter buildings with through views.

EXHIBIT E
COPY OF GDP AMENDMENT (AS ENACTED)

EXHIBIT E
COPY OF ODP AMENDMENT
(AS ENACTED)

BC Place Stadium

BY-LAW NO. 9753

**A By-law to amend False Creek North
Official Development Plan By-law No. 6650**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. This By-law amends the indicated provisions and figures of Schedule A to the False Creek North Official Development Plan By-law No. 6650.

2. From section 2.2.2, Council strikes out:

“• stadium; and”

and substitutes:

“• BC Place Stadium (the “Stadium”);
• General Motors Place; and”

3. Council repeals sections 3.2 to 3.13 inclusive, and substitutes:

“3.2 Land Use Generally

Figure 3 illustrates land uses. Section 3.3 sets out land uses applicable to False Creek North except for Area 10, Section 3.4 sets out land uses applicable only to Area 10, and Section 3.5 sets out land uses applicable to False Creek North generally. Sub-area zonings will more specifically delineate uses within each area.

3.3 Land Use in False Creek North except in Area 10

3.3.1 Residential

It is intended that False Creek North be developed as a predominantly residential area to achieve regional and City objectives and recognize the special amenity of the area as a place to live. Several residential areas, as illustrated in Figure 4, shall be developed. In addition to dwelling uses, other complementary uses are also permitted to provide for the needs of residents.

Up to a maximum of 9,818 dwelling units, having a total floor area up to a maximum of 918 248 square metres, are permitted. The maximum number of dwelling units and floor areas which may be permitted within each area shall be as illustrated in Figure 4.

Both the unit counts and floor areas permitted above are subject to satisfactory resolution of:

- (a) livability for various household types; and
- (b) compatibility with adjacent development

as determined prior to the enactment of each sub-area zoning.

The maximum number of dwelling units and maximum floor area which may be permitted within each area may be increased by up to 10 percent, provided that the total number of units and floor area are not increased, and subject to satisfactory resolution of (a) and (b), above.

Twenty-five percent of the total number of dwelling units shall be suitable for families with small children, as defined in Guidelines for High Density Housing for Families with Children adopted by City Council May 30, 1989.

15.5 percent of the total number of dwelling units shall be designated for affordable housing, with priority on housing for core-need households, with fifty percent of the affordable units to be suitable for households with children. The affordable units shall be integrated into each residential area, except that Council may permit alternate arrangements to provide some affordable units off-site. Council may also permit affordable housing programs or initiatives to include subsidized and market rental units or subsidized and market co-operative units.

The mix of dwelling unit types within each sub-area shall be generally as illustrated in Figure 4 with flexibility to vary from this mix by 5 percent, subject to the approval of Council, when considering a sub-area zoning, provided that the overall mix of dwelling units remains the same.

3.3.2 Office

It is intended that offices be focussed to sites which meet the following criteria for office locations in the Central Area:

- (a) enhance the success, livability, and attractiveness of the central business district -- access to waterfronts, views, and ease of face-to-face contacts;
- (b) have good transit access;
- (c) be a desirable office area;
- (d) not be a threat to areas with a major stock of heritage buildings;
- (e) not be an area with significant housing or with a high desirability for future housing; and
- (f) not be an area where support services would be displaced without alternate locations.

These sites are located at the Cambie bridgehead. In addition, small-scale offices may be permitted in mixed-use and retail/service areas. Offices within the Cambie bridgehead area are to be low-rise to mid-rise and low-density.

in office areas, cultural, recreational and institutional uses and limited retail and service uses may be permitted. Residential uses may also be permitted, subject to livability analysis at the sub-area zoning stage and included within the overall floor area and dwelling unit count limitations contained in Section 3.3.1.

Giving consideration to the densities permitted in nearby commercial areas, up to a maximum of 145 872 square metres of office and street- or pedestrian-oriented retail and service uses may be permitted, generally distributed as shown on Figure 5. Office uses existing as of October 16, 2008, in the Plaza of Nations complex, are permitted but their area shall be excluded from the maximum amount of permitted office use.

3.3.3 Hotel

Hotels may be permitted generally as illustrated on Figure 3. The size and configuration of hotels shall be determined at the sub-area zoning stage or, in the case of the Plaza of Nations site, through appropriate sub-area zoning amendments.

3.3.4 Retail and Service

It is intended that retail uses be permitted to serve the needs of the projected population and provide specialized shopping opportunities. It is also intended that these uses link, reinforce, and extend, where appropriate, existing street-related retail patterns. Retail uses should not be of an amount or in locations which would unduly compete with or preclude the revitalization of retail areas established prior to April 10, 1990. In addition to retail and service uses, other uses, including residential entries, may be permitted at grade within retail/service areas, provided that they rely on walk-in trade or direct pedestrian access in the conduct of their operation and provide visual interest to passersby.

To accomplish the above intentions, the maximum amount of retail and service uses permitted outside of the areas designated as office on Figure 5 is 55 948 square metres. Of this total, the maximum amount of retail uses permitted is 36 420 square metres. Retail uses existing as of October 16, 2008, in the Plaza of Nations complex, are permitted but their area shall be excluded from the maximum amount of permitted retail use.

Retail uses shall be required within Areas 4 and 6(b) as shown on Figure 11 and shall be located primarily at grade. Provision shall be made for a grocery store with a floor area of approximately 2 300 square metres at a location west of the Stadium. The remaining retail uses may be permitted generally as illustrated on Figure 3 and shall be located primarily at grade.

3.4 Land Use only in Area 10

The Stadium is a unique publicly owned and operated facility that is important to the economy of the downtown, city, and region. The Stadium's rehabilitation and other site improvements, along with associated development, will enhance the role of the area as a regional entertainment, sport, cultural, and public activity draw.

3.4.1 Existing Land Use and Floor Space

Uses existing as of October 16, 2008 may continue.

The calculation of floor space is to exclude floor space existing as of October 16, 2008.

3.4.2 Overall Floor Space

A maximum of 130,060 square metres of floor space is permissible for all uses combined. This maximum assumes expansion of the site so that its western boundary is the proposed extension of Smithe Street, as illustrated in Figure 3. If such expansion does not occur, development may accommodate only significantly less floor space.

3.4.3 Non-Residential Use

Non-residential floor space must:

- (a) consist of at least 65,000 square metres; and
- (b) not exceed 78,000 square metres except if the developer provides a market impact study demonstrating that there will be sufficient demand to support non-residential minimum requirements in other areas as set out in this ODP or in Council policy, or as anticipated by the Director of Planning.

A maximum of 11,150 square metres of floor space is permissible for retail and service use, and additional retail and service floor space may be permissible if a market impact study demonstrates that there will be sufficient retail and service demand to support other required locations for retail and service use as set out in this ODP, in Council policy, or anticipated by the Director of Planning.

Development shall include retail and service uses in locations illustrated in Figure 3 to activate key pedestrian linkages and public open spaces. Sub-area zonings may allow other uses, including building entries, in such locations, that rely on walk-in trade or direct pedestrian access in the conduct of their operations, and that provide visual interest to passersby.

3.4.4 Residential

There is no limit on the number of dwelling units, and there are no requirements regarding units suitable for families or affordable housing.

Residential floor space must not exceed 65,000 square metres but no residential floor space is permissible except in compliance with the following requirements:

- Proposals for a sub-area zoning must consider the special acoustic conditions of the area.
- Residential buildings must meet the Canada Mortgage and Housing Corporation standards used in the Zoning and Development By-law which sets maximum decibel levels for interior rooms based on the 24-hour equivalent (Leq) A-weighted (dBA) sound level.
- Building orientation and construction must mitigate as much as possible events in major facilities and outdoor spaces which will produce high levels of noise, particularly bass noise (dBC), on a regular basis, and for significant periods of time.
- The developer must take measures, including covenants on title, notices in rental agreements, inclusion in marketing and disclosure documents, and signage on buildings, to advise initial and future purchasers and residents of anticipated noise levels.
- The preceding requirements must be satisfactory to Council when it considers the sub-area zoning proposal.

3.5 Land Use in False Creek North Generally

3.5.1 Wholesale

Wholesaling (warehouse club or wholesale club) may be permitted, but limited to the area between the Georgia and Dunsmuir Viaducts (Area 7B), at Expo Boulevard grade, and not exceeding 13 619 square metres. To assist warehouse or wholesale club members who choose to walk to the premises, the operator will consider provision of shopping carts, wagons, and other pedestrian-serving conveniences and operation of a delivery entrance.

3.5.2 Cultural, Recreational, and Institutional

3.5.2.1 Cultural, Recreational, and Institutional Uses Serving the Local Area

It is intended that cultural, recreational, and institutional uses be incorporated throughout the area, where they best serve the projected population and complement adjacent land uses. While there are no limits prescribed for these uses, provisions shall be made for the following facilities:

- one K-7 community school with 370 square metres of community space and a 560 square metre school/community gymnasium;
- one K-7 school;
- one community centre plus gymnasium, having a combined minimum area of 4 180 square metres;
- eight day care facilities, having a combined indoor area of between 3 000 and 3 500 square metres and a combined minimum outdoor area of between 2 700 and 4 400 square metres, depending upon location configuration, and meeting Community Care Facilities Licensing requirements;
- one multi-purpose room to accommodate family place and out of school care programs, having a minimum floor area of 190 square metres, with washrooms designed to be shared with adjacent community facilities and meeting Community Care Facilities Licensing requirements;
- one branch library facility, having a floor area of approximately 460 square metres, if required by the Library Board; and
- one field house, having a floor area of approximately 200 square metres.

These facilities shall be located generally as illustrated on Figure 3.

The property owner shall provide sites for the schools; one-half the costs of constructing the fully finished (i.e., ready for immediate occupancy) library space; and, fully finished spaces for the other facilities listed above, all at no cost to the City or the School Board. All facilities shall include their required parking.

The area required for these facilities shall be excluded from any floor area and site coverage limitations. Additional cultural, recreational, and institutional facilities may also be excluded up to maximums to be determined with each sub-area zoning.

Provisions are to be made for public art, the specifics of which are to be addressed at the sub-area zoning stage.

3.5.2.2 Cultural, Recreational, and Institutional Uses Serving the City and Region

The proximity of the Stadium, General Motors Place, and Science World, and their ready access to public transit, reinforces the role of the area as a centre for entertainment, sports, and cultural and public events, serving the City and region.

To enhance this role, Council may allow sub-area zonings to include other cultural and recreational facilities, including a major art gallery and a major casino, that will also serve the City and region.

3.5.3 Parks

It is intended that parks be distributed throughout the area as a focus of each neighbourhood. The size, location, and configuration shall meet the needs of residents and workers, provide attractions for visitors and take full advantage of the waterfront environment.

The use, design, materials, and construction specifications of each park shall be determined by the Park Board, in consultation with the Director of Planning, Superintendent of Schools, and the City Engineer at the sub-area zoning stage. Land devoted to parks is to be useable for park and community purposes. Slopes between development parcels and parks required to meet park grades shall generally occur on the development parcels.

17.05 hectares of neighbourhood park shall be provided, located as illustrated on Figure 6. In addition, a continuous walk shall be provided as illustrated on Figure 9B.

3.5.4 Provision and Phasing of Parks And Community Facilities

Parks, the community centre, the community components of the community school, and child care facilities shall be completed and conveyed to the satisfaction of the City and school sites shall be made available to the School Board, generally in accordance with the phasing as illustrated in Figure 7. A library facility, if required, shall be made available at a time to be determined by the Library Board and the property owner. Specific sites for cultural, institutional, and other community facilities shall be allocated at the sub-area zoning stage. Agreements, securing the provision and construction of parks and community facilities, will be required prior to the enactment of sub-area zonings.

3.5.6 Marinas

Marinas may be permitted in the areas illustrated on Figure 8. The shape, size, and use of these marinas shall be determined at the sub-area zoning stage, having regard to the following principles:

- some uses ancillary to marinas, such as repair facilities and parking, should be accommodated at unobtrusive locations;
- some space within marinas should be reserved for visitors;
- marinas should be of a size, number and location to: maintain street-end views and key long views across the water; not overcrowd the water, especially the central basin; and, minimize on-shore disruption;
- marinas should not disrupt pedestrian continuity;
- services, such as parking and loading, should be located to be functional and convenient to marina users; and
- opportunities for public boat launching should be achieved.

It is intended that public access be provided to portions of the marina proposed at the end of Davie Street, subject to resolution of liability and any other legal issues.

3.6 Movement

It is intended that a variety of means of moving through the area be provided, including streets, walkways, bicycle routes, transit including a proposed street car line, and ferries. Bus routes shall be jointly determined by the City and B.C. Transit, as ridership is generated by completed developments.

These facilities shall be adequate to serve the needs of the population and integrated with the adjacent city, generally as illustrated on Figures 9A, 9B and 9C. Streets, walkways, and bicycle routes shall be designed, constructed, and conveyed, to the satisfaction of the City, by the owner prior to occupancy or use of the first building to be constructed in the area they are intended to serve. Agreements securing the design, construction, and conveyance of these facilities will be required prior to the enactment of sub-area zonings.

Conditions prior to the enactment of sub-area zonings shall include the provision of adequate building setbacks and street dedications or rights of way for a proposed street car line along Pacific Boulevard.

3.7 Parking And Loading

Parking and loading shall be adequate to serve all uses. Visitor parking shall be provided and clearly identified. Parking and loading requirements will be determined with each sub-area zoning.

A minimum of 1,000 parking spaces which are surplus to the needs of other development shall be provided within 600 metres of the Stadium, subject to the approval of the Director of Planning and the City Engineer. As of April 10, 1990, there exists approximately 200 permanent parking spaces available for transient parking adjacent to the Stadium on Stadium property. Therefore, an additional 800 spaces are to be provided. By letter agreement dated April 3, 1990, a cash payment in lieu of 1,000 parking spaces will be made in addition to providing 800 parking spaces.

A general location and phasing plan for Stadium parking is to be provided with the first sub-area zoning, excluding that for Area 8, within 600 metres of the Stadium. Agreements securing construction of the 800 parking spaces and payment of the "cash in lieu" for 1,000 parking spaces will be required prior to enactment of a zoning by-law for each development parcel.

The Stadium site is to accommodate all Stadium loading requirements.

3.8 Views

The development of False Creek North shall preserve views and also create views, including views of designed focal points. Views are to be protected and created as illustrated on Figures 10A and 10B. Despite Council's View Protection Guidelines (approved by Council on December 12, 1989), masts and support cables associated with the Stadium roof may project into protected views.

Development shall preserve the Georgia Street street-end view, as illustrated in Figures 10A and 10B, except that, subject to the consideration of urban design objectives, sub-area zonings may include adjustment to the height limits and setbacks associated with this street end view.

3.9 Building Height

No building shall exceed 91 metres in height, except for the tower located on the site in Sub-area 1B adjacent to the southwest corner of Pacific Boulevard and Homer Street which shall not exceed 110 metres in height. Roof projections may be permitted to extend above these building height limitations, provided that they do not contain habitable space and are designed as capping elements complementary to the design of the building.

Building heights for specific locations will be determined with each sub-area zoning, having regard to the Illustrative Plan described in Section 6 and:

- (a) public and private views, including views created by the development form;
- (b) shadowing of public and private open spaces and streets;
- (c) privacy;
- (d) effects on the scale and character of open spaces; and
- (e) form relationships to nearby buildings.

3.10 Building Orientation

Buildings with heights greater than 35 metres shall have the same orientation as the Downtown street grid; except in the Plaza of Nations complex where buildings may reflect the geometry of the complex and in the Quayside Neighbourhood where buildings may reflect the shoreline and the curve of the adjacent boulevard. The form of such buildings shall be point towers, not slabs.

3.11 Size of Development

The size of development increments or "grain" should relate to that of the nearby city. This may be achieved by creating parcel sizes similar to those nearby or by the individualized massing and detailing of building elements within larger parcels.

In Area 10, development adjacent to the Stadium should strive to mitigate the large scale of the Stadium by providing a transition to the scale of the surrounding development.

3.12 Development Relationships to Public Realm

Buildings and semi-public and semi-private open spaces should be designed and detailed to complement the design of the public realm. Aspects to consider include, but are not limited to paving; lighting; planting; driveway crossings; pedestrian entrances and walks; seating; display windows; weather protection; garbage storage; and, loading facilities.

3.13 Public Realm Design Concepts

In addition to park designs and the normally required street designs, special public realm designs shall be prepared for the following areas concurrently with the related sub-area zonings:

- (a) Keefer steps and circle;
- (b) the waterfront drive west of Cambie Bridge;
- (c) the crescent area at the southern foot of Richards Street;
- (d) the waterfront walkway and seawall;
- (e) above-grade pedestrian connections around the north end of the Cambie Bridge;
- (f) Pacific Boulevard, including a general overall concept with the first sub-area zoning adjacent to Pacific Boulevard; and
- (g) Georgia Pedestrian Link, a pedestrian connection generally within the Georgia Street alignment from the corner of Georgia and Beatty Streets to Pacific Boulevard.

Additional designs may be required as determined at the sub-area zoning stage.

3.14 Recycling

Provisions for recycling and refuse containers shall be included within zoning by-laws prepared for each sub-area.

3.15 Energy Conservation

Provisions for the conservation of energy, including site planning and building design considerations, shall be incorporated in each sub-area plan.

3.16 Saltwater Pumping Station

A saltwater pumping station shall be required to serve False Creek North and adjacent land. By letter agreement dated April 3, 1990, the developer will be responsible for one-half of the cost of the saltwater pumping station. An agreement detailing such matters as cost-sharing and scheduling may be required prior to enactment of any zoning by-law, excluding only that portion known as International Village and Yaletown Edge."

4. Council repeals section 5.13, and substitutes:

"5.13 Area 10

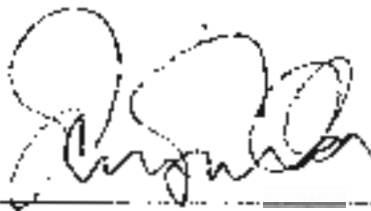
The Stadium functions as a city and regional facility for major sporting and other public events. Major development, including a mix of residential and non-residential uses, will occupy the sites around the Stadium, and will better integrate the Stadium into the surrounding urban fabric. The City anticipates the development of mid-rise and high-rise buildings above strong street-fronting podiums to the west, along the Smith Street extension, and at the south east corner of the Stadium, adjacent to Pacific Boulevard. A major Georgia Pedestrian Link will connect the downtown to Pacific Boulevard.

5.14 Area 11

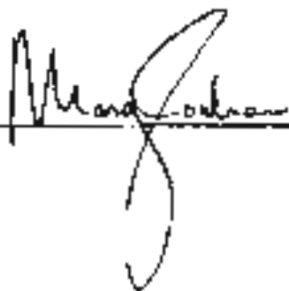
This area consists of a narrow parcel of land to the northeast of Expo Boulevard more or less between the alignments of the Georgia Viaduct and Robson Street, below the escarpment. Consideration of the use and development of this land will occur in the future."

5. Council repeals Figures 1 to 12C inclusive, and substitutes Figures 1 to 12C inclusive.
6. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
7. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this 30th day of October, 2008



Mayor



City Clerk

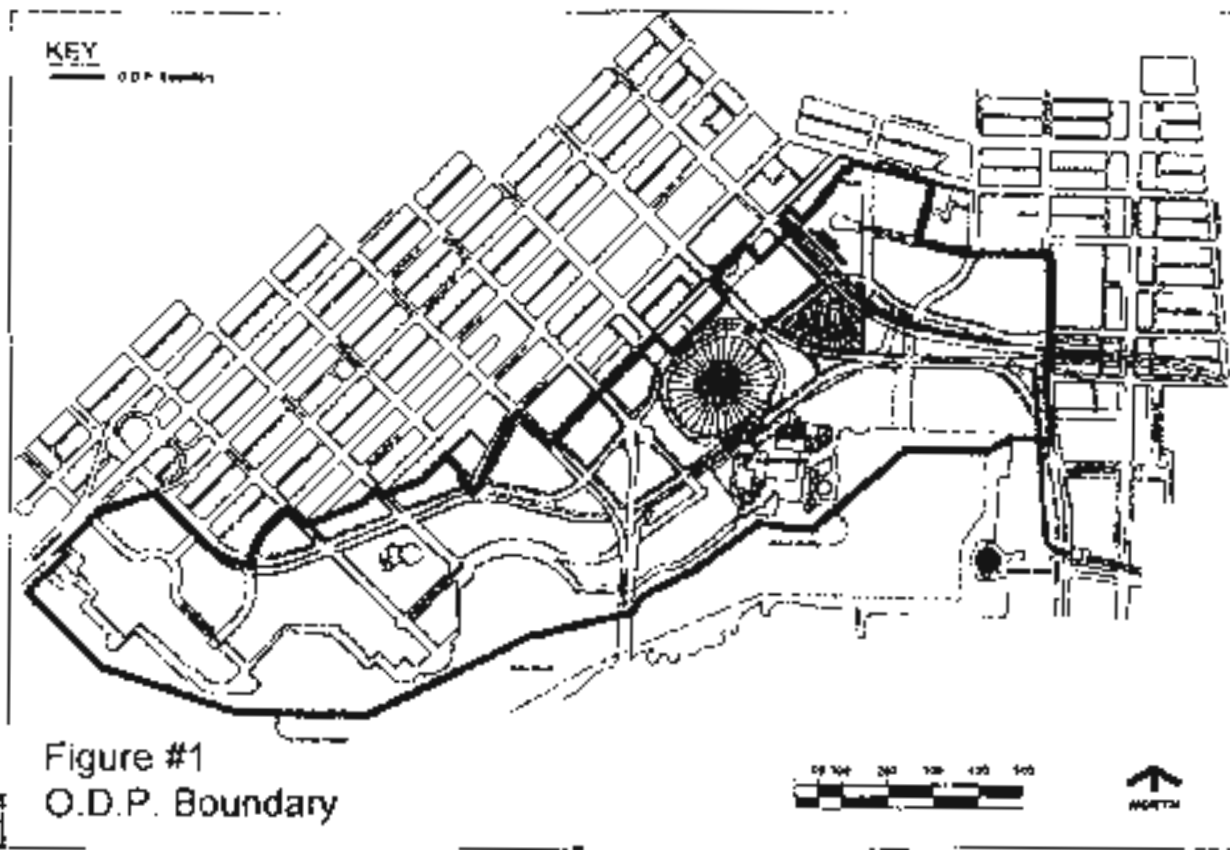
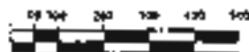


Figure #1
O.D.P. Boundary



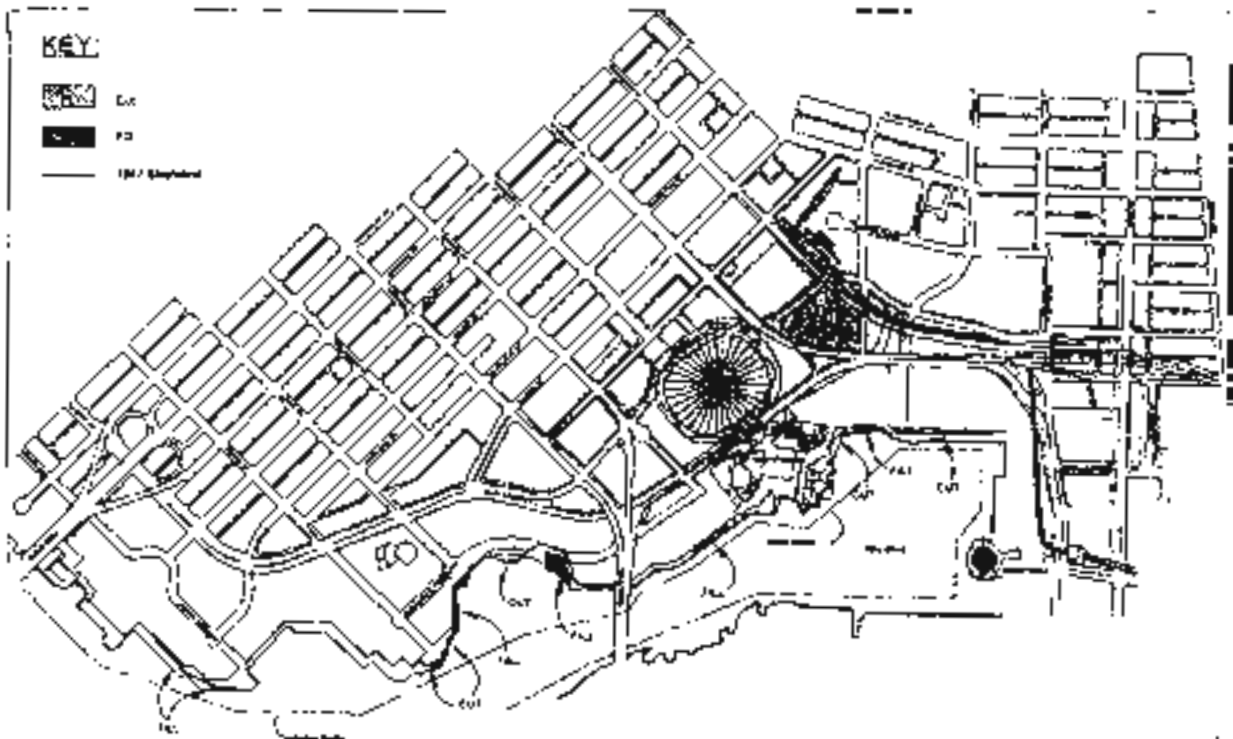


Figure #2
Shoreline: Permitted Cut & Fill



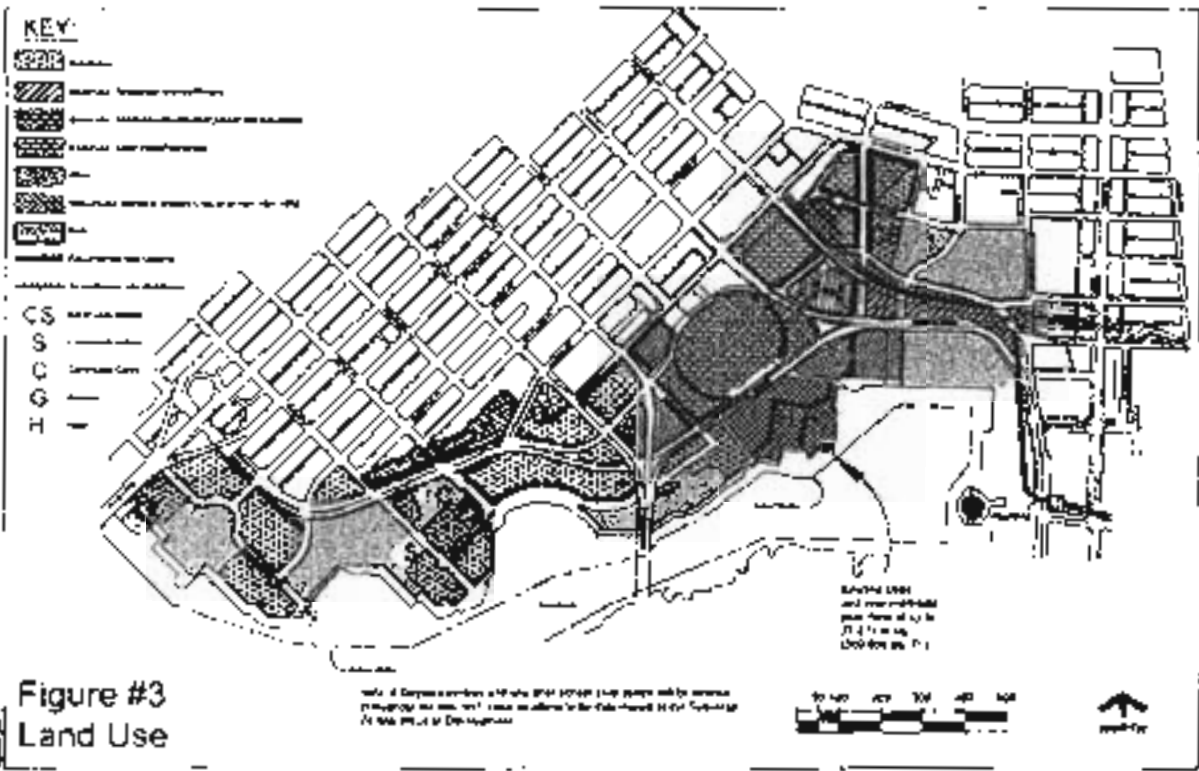


Figure #3
Land Use

Note:
Minor adjustments to park requirements during development process of west end of site to be discussed with existing park developed with International Village.

Note:
Phasing of park for sub-area 1b allows provision of weekly park area to be with building containing the 4,250 residential unit.

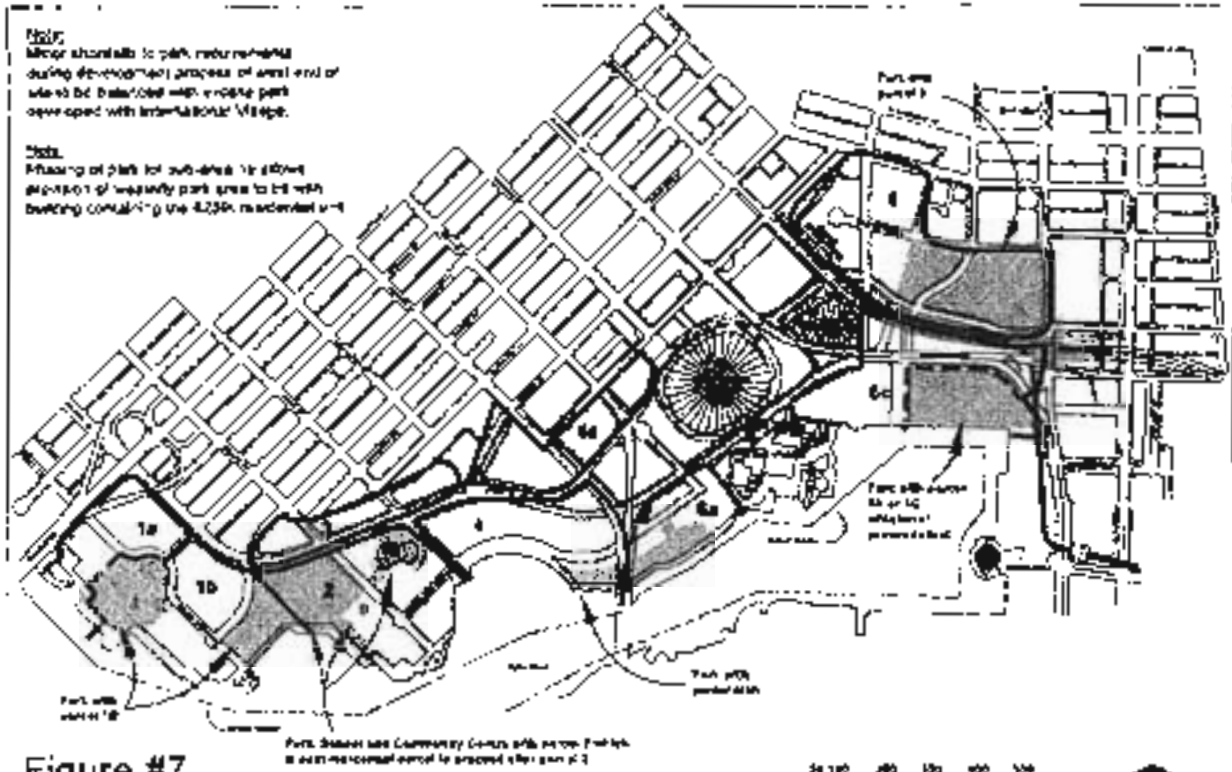
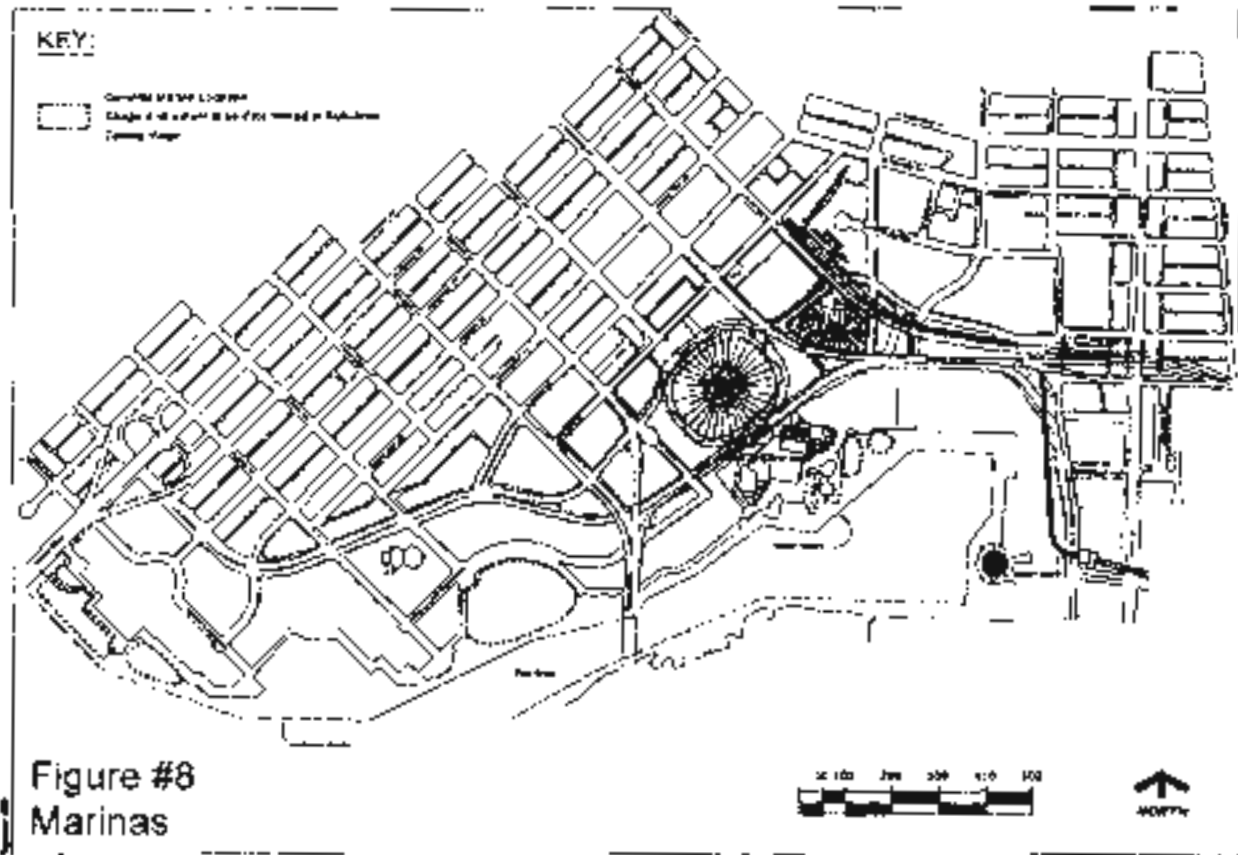


Figure #7
Phasing of Parks and Community Facilities





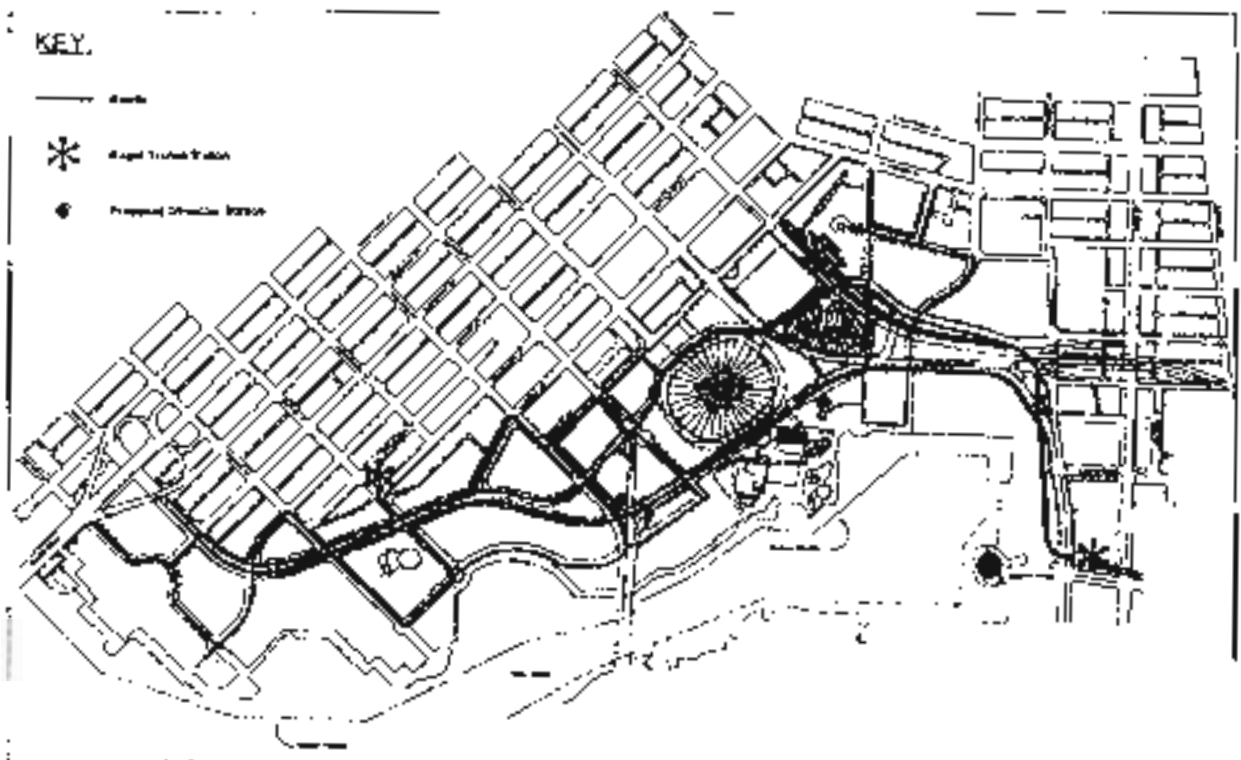
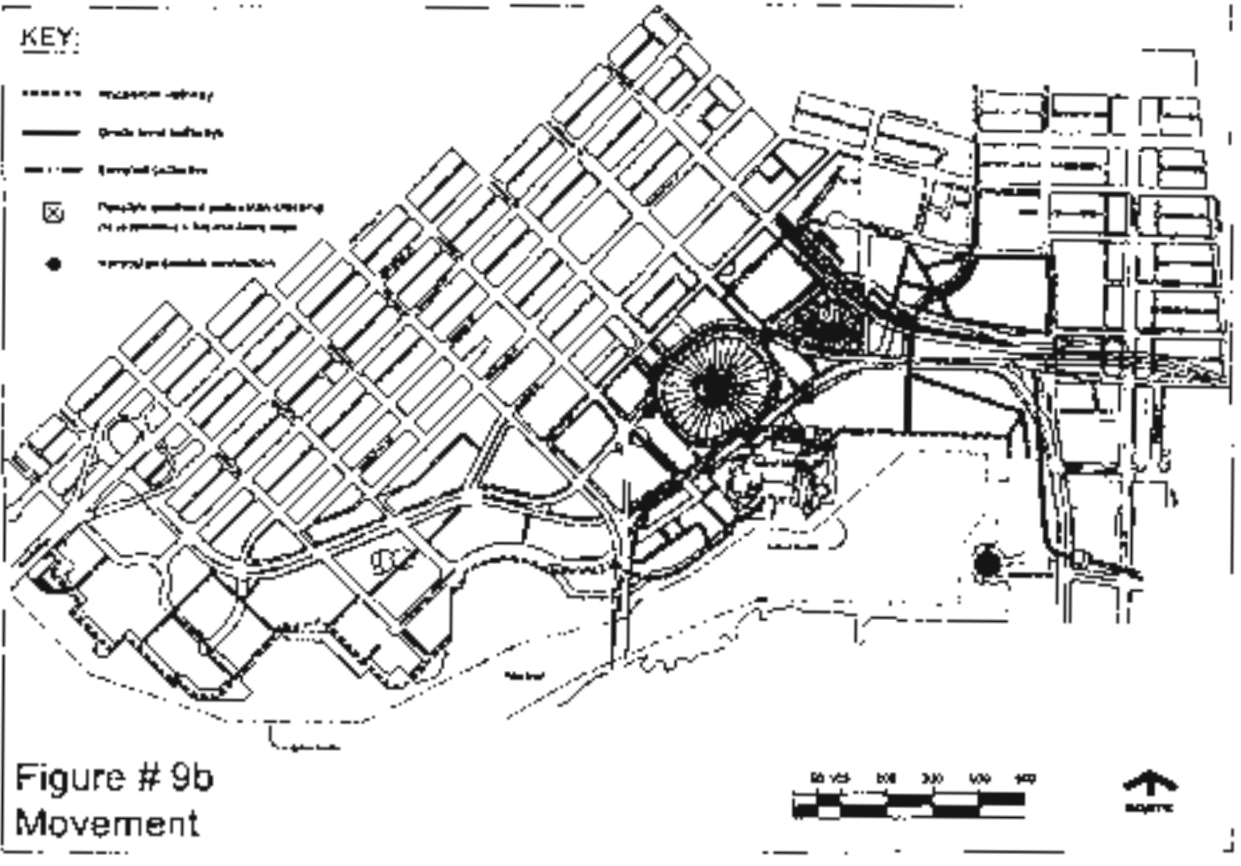
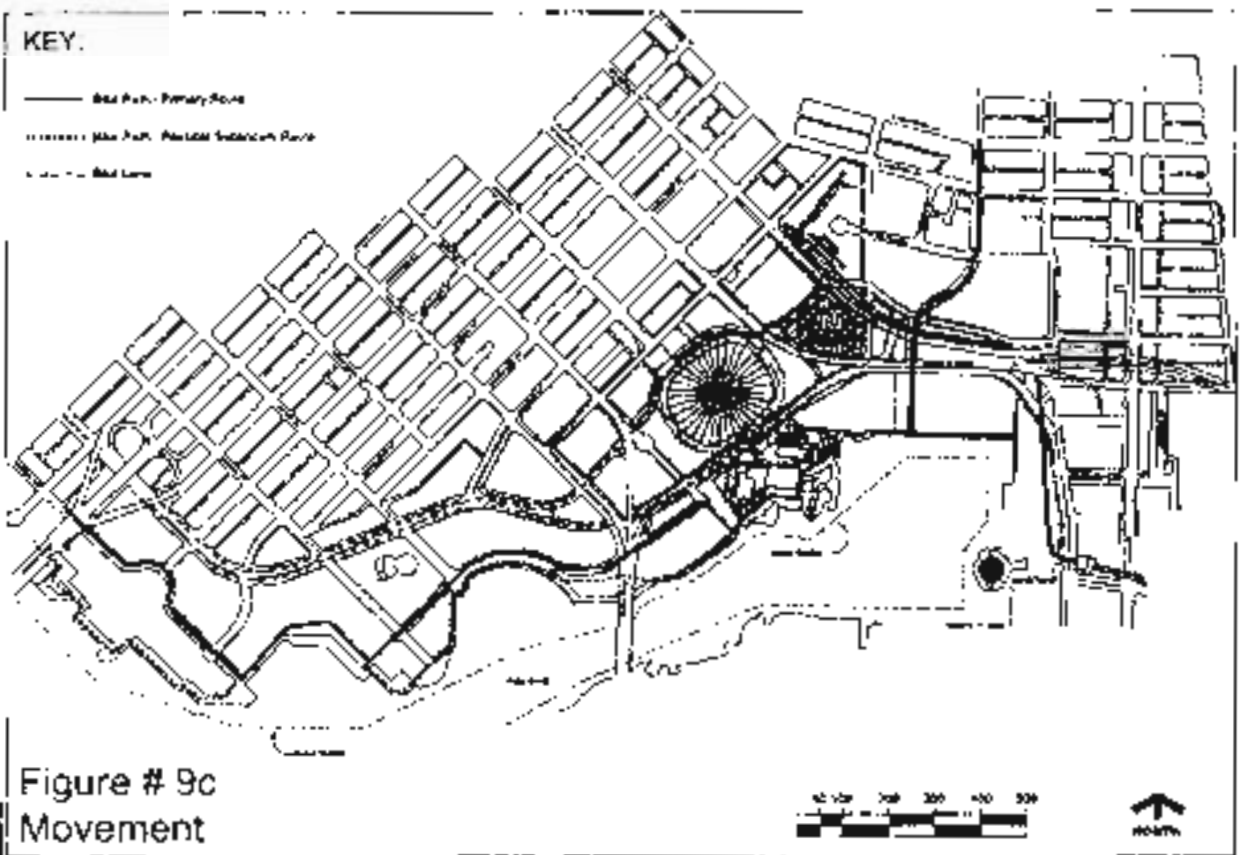
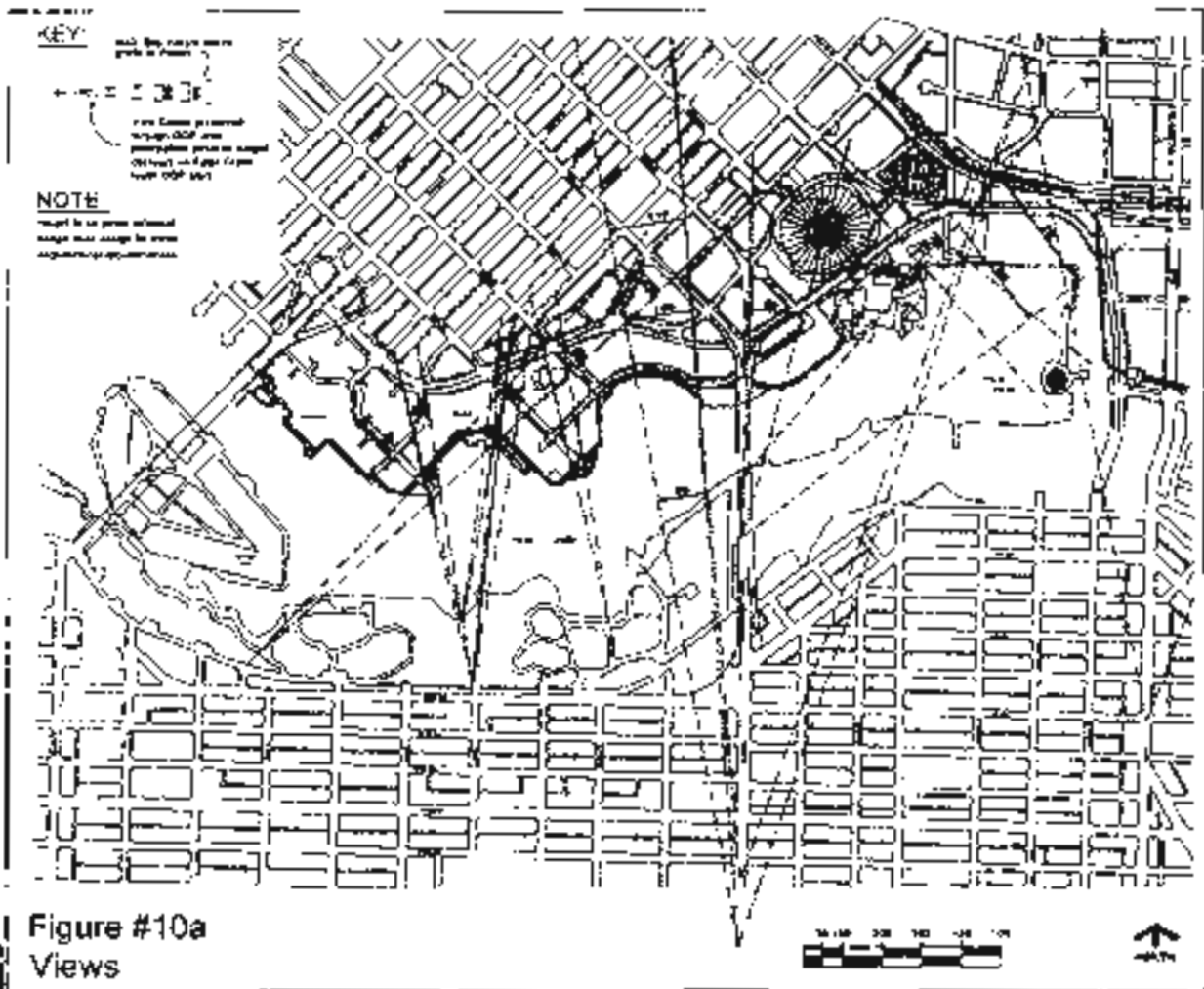


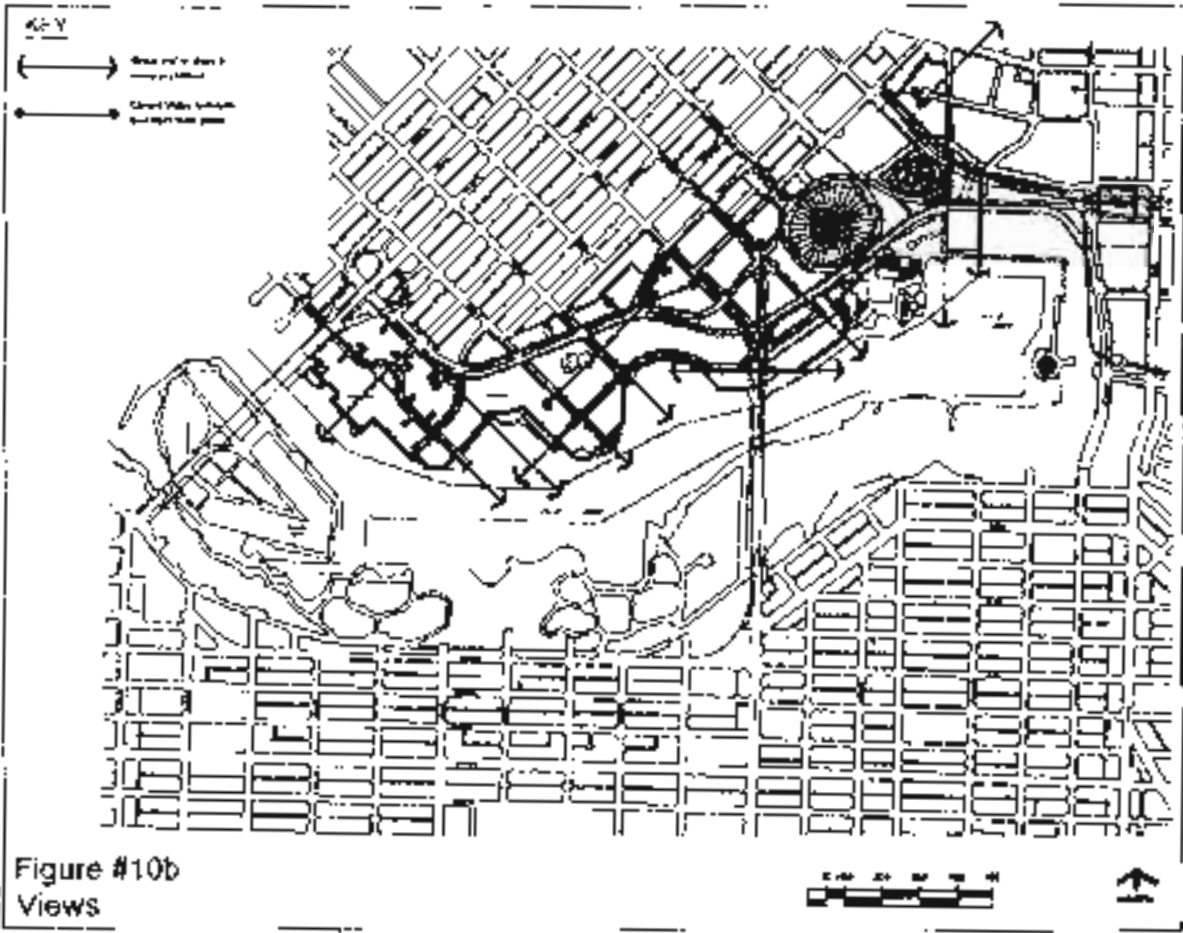
Figure # 9a
Movement











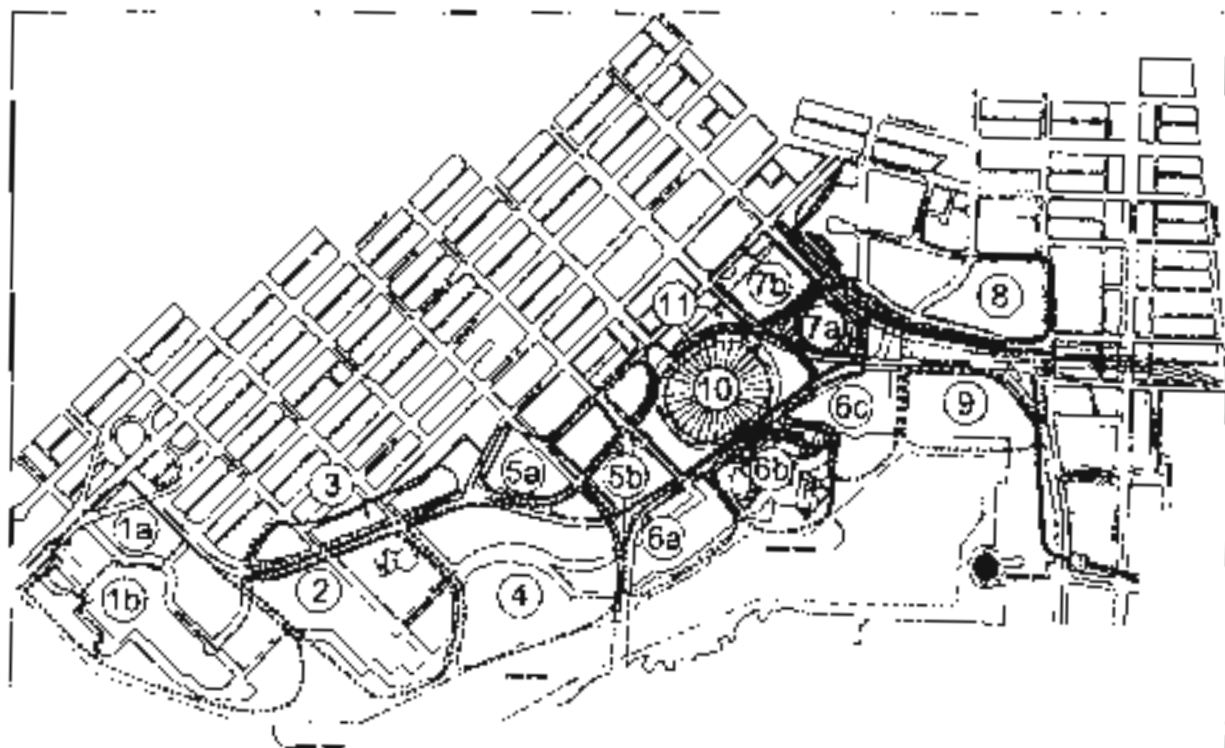


Figure #11
Sub-areas



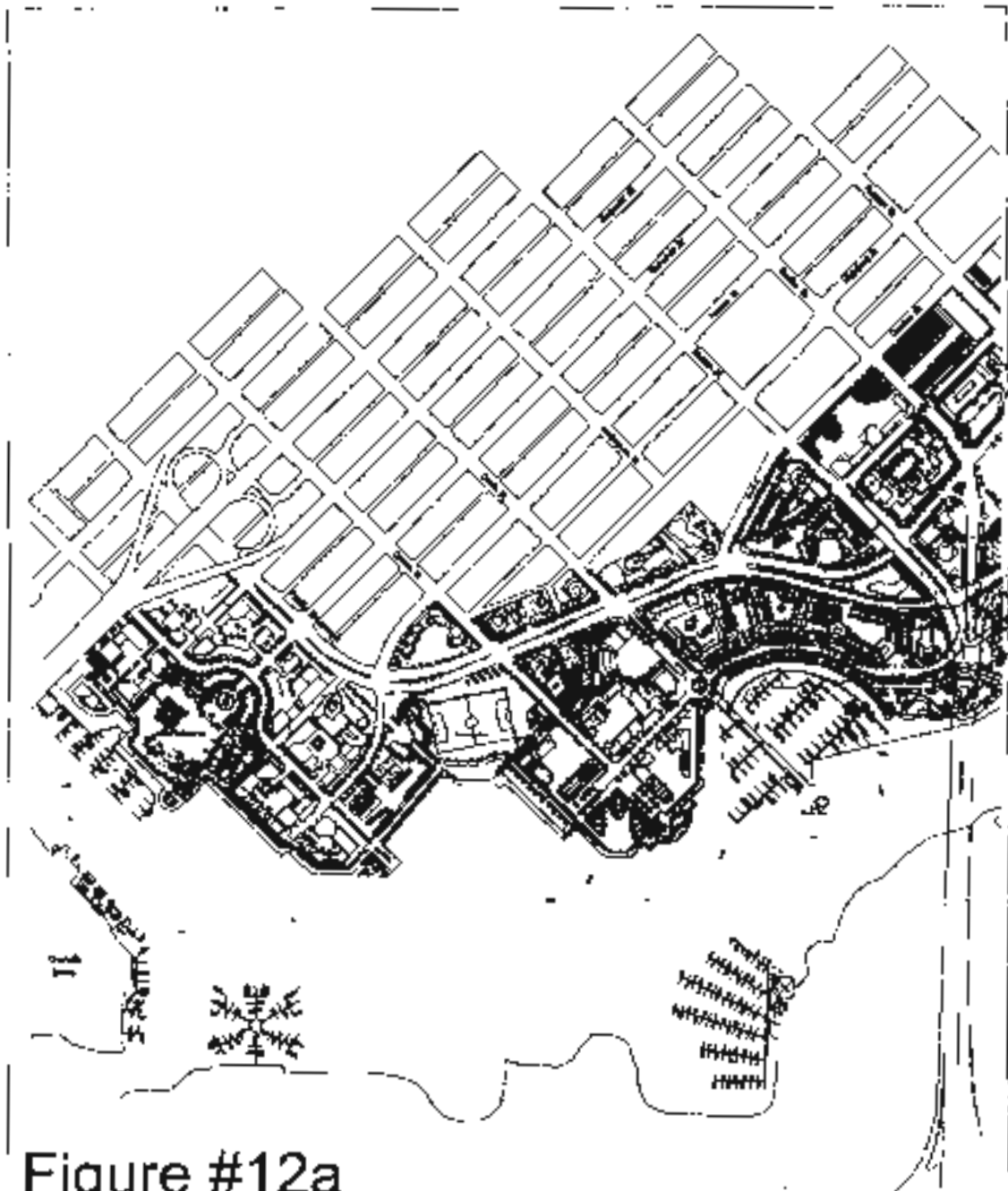
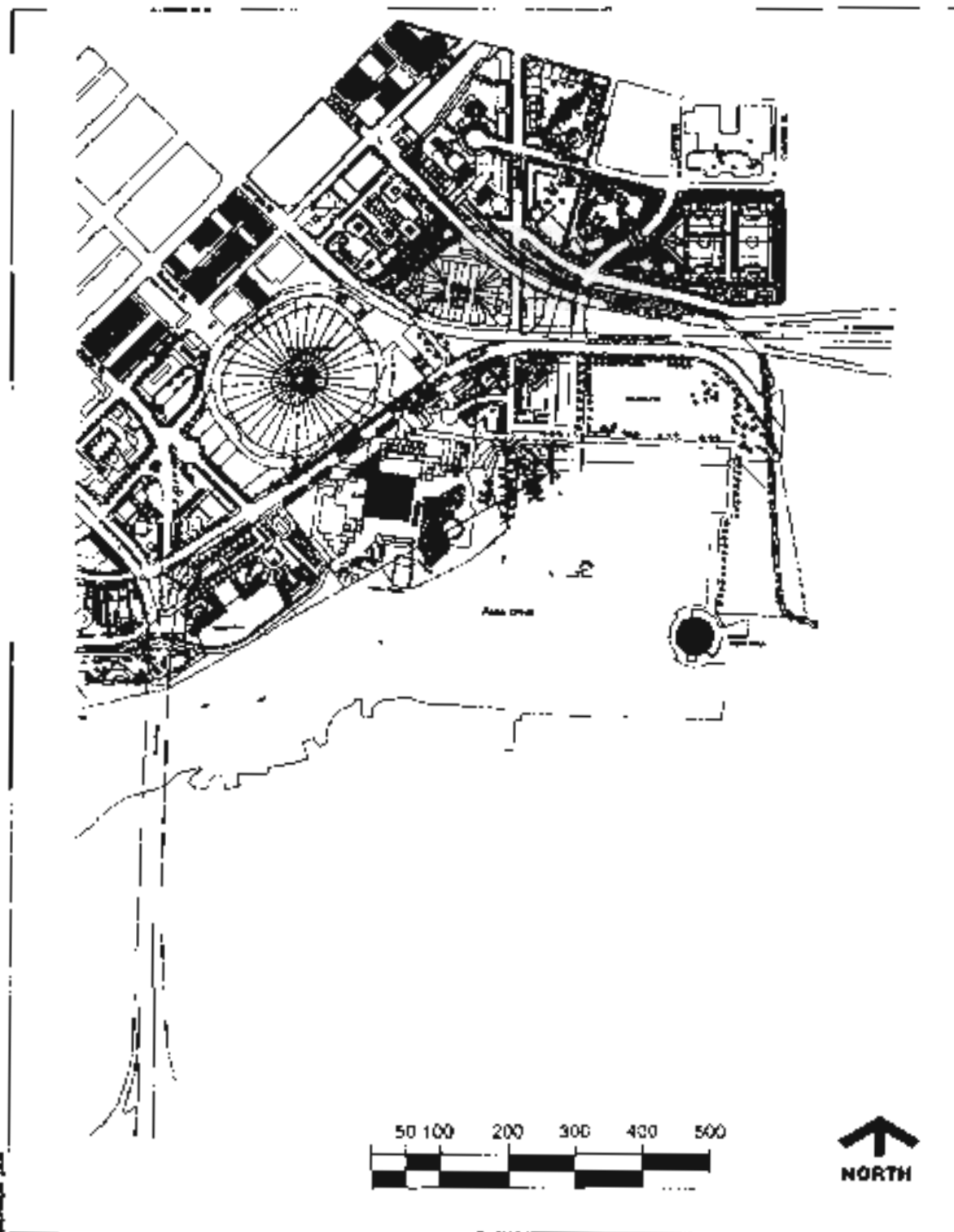


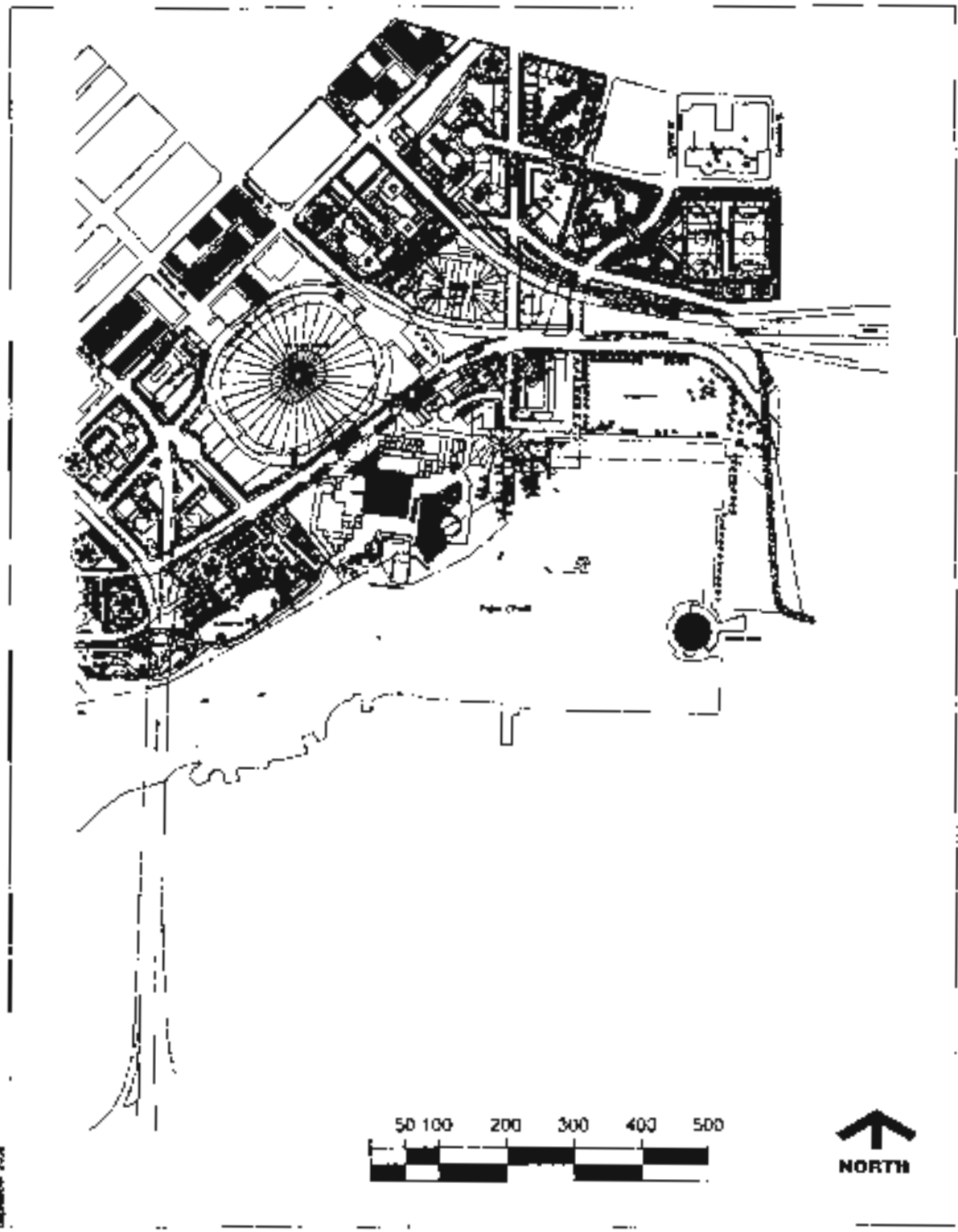
Figure #12a
Illustrative Plan



Architect 228



Figure #12b
Non-Market Housing Sites



September 2026

KEY:

 Number of Storeys



Figure #12c
Maximum Tower Heights

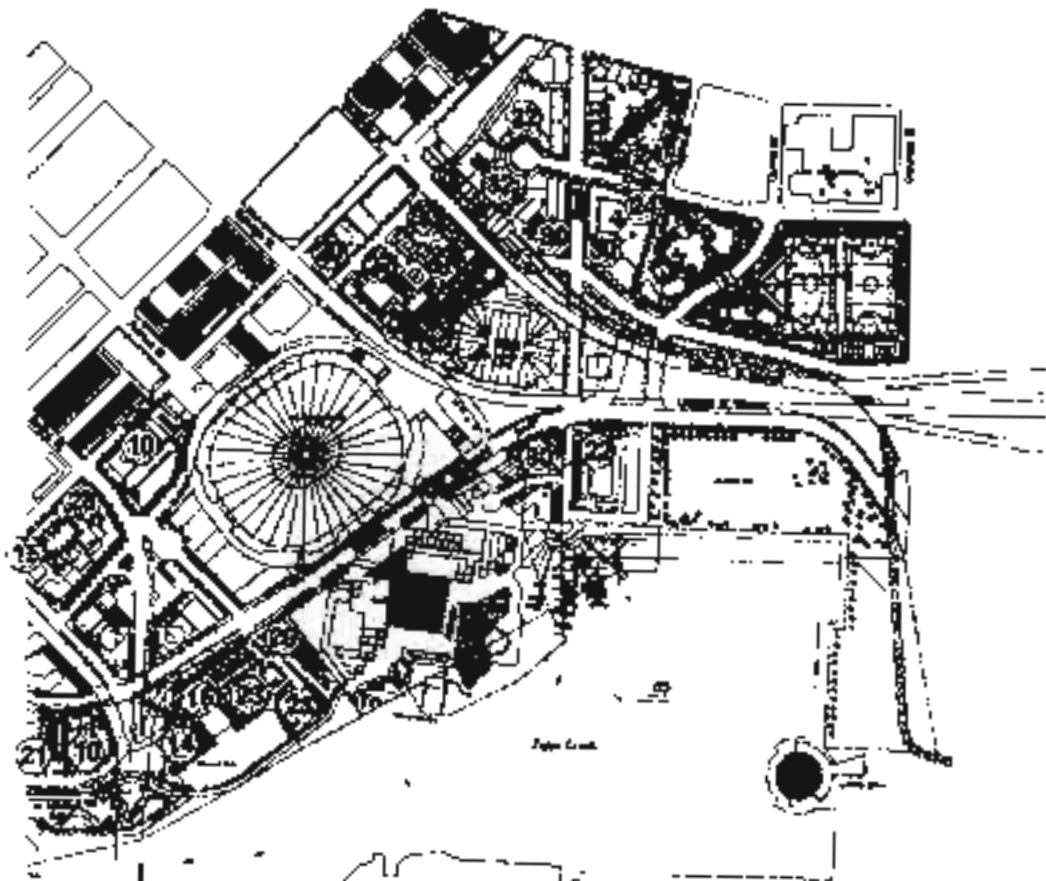


Figure 10

Note:

- Maximum building height determined by view cones
- # of stories for higher buildings on BC Place Stadium determined at Sub-area zoning stage



Section 20