

AGENDA

PUBLIC HEARING

Tuesday, March 18, 2014

7:00 p.m.

Council Chamber, Municipal Hall

355 West Queens Road,

North Vancouver, BC

Council Members:

Mayor Richard Walton

Councillor Roger Bassam

Councillor Robin Hicks

Councillor Mike Little

Councillor Doug MacKay-Dunn

Councillor Lisa Muri

Councillor Alan Nixon



NORTH VANCOUVER
DISTRICT

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PUBLIC HEARING

7:00 p.m.
Tuesday, March 18, 2014
Municipal Hall, Council Chambers
355 West Queens Road, North Vancouver

1. **OPENING BY THE MAYOR**

2. **INTRODUCTION OF BYLAWS BY CLERK**

Bylaw 8013: The District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8013, 2013 (Amendment 7)
Bylaw 8014: The District of North Vancouver Rezoning Bylaw 1300

Purpose of Bylaw:

The proposed bylaws will allow for redevelopment of the existing church site with a development consisting of a new church, seventy-one market condominium apartment units, and four apartment units to be owned by the North Shore Disability Resource Centre, and operated as affordable rental units.

3. **PRESENTATION BY STAFF**

Presentation: Michael Hartford, Community Planner

4. **PRESENTATION BY APPLICANT**

Presentation: Bryce Rositch, Partner, Rositch Hemphill Architects

5. **REPRESENTATIONS FROM THE PUBLIC**

6. **QUESTIONS FROM COUNCIL**

7. **COUNCIL RESOLUTION**

Recommendation:

THAT the March 18, 2014 Public Hearing be closed;

AND THAT "The District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8013 (Amendment 7)", be returned to Council for further consideration;

AND THAT "The District of North Vancouver Rezoning Bylaw 1300 (Bylaw 8014)", be returned to Council for further consideration.

8. **CLOSING**

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The Corporation of the District of North Vancouver

Bylaw 8013

A bylaw to amend The District of North Vancouver Official Community Plan Bylaw 7900, 2011

The Council for The Corporation of the District of North Vancouver enacts as follows:

1. Citation

This bylaw may be cited as “The District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8013, 2013 (Amendment 7)”.

2. Amendments

a. The following amendment is made to the “District of North Vancouver Official Community Plan Bylaw 7900, 2011”:

- i. Map 2 Land Use: by changing the land use designation of a portion of the property described as Lot D of Lot 5, Block 6, District Lot 2023, Plan 5451 (PID 011-158-093), from “**Institutional**” to “**Residential Level 5: Low Density Apartment (RES5)**”;

all as illustrated on Bylaw 8013 Schedule “A” attached.

READ a first time this the 9th day of December, 2013

PUBLIC HEARING held on this the

READ a second time this the

READ a third time this the

ADOPTED this the

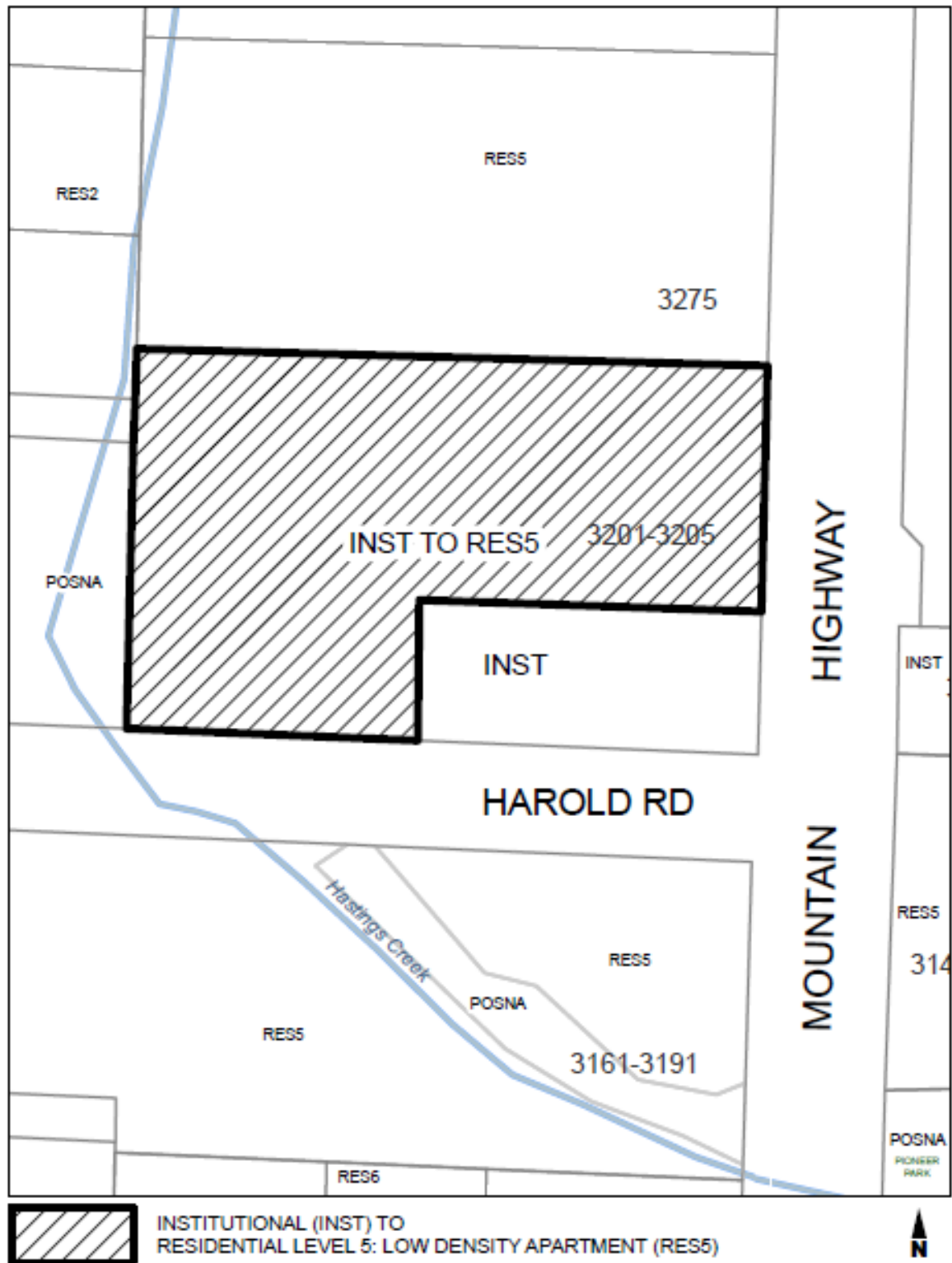
Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule "A" to Bylaw 8013



The Corporation of the District of North Vancouver

Bylaw 8014

A bylaw to amend the District of North Vancouver Zoning Bylaw 3210, 1965
to rezone the following property:

Lot D of Lot 5, Block 6, District Lot 2023, Plan 5451 (PID 011-158-093)
(3201 – 3205 Mountain Highway)

The Council for The Corporation of the District of North Vancouver enacts as follows:

1. Citation

This bylaw may be cited as “The District of North Vancouver Rezoning Bylaw 1300” (Bylaw 8014).”.

2. Amendments

The following amendments are made to the “District of North Vancouver Zoning Bylaw 3210, 1965”:

(A) Section 301(2) by inserting the following zoning designation:

“Comprehensive Development Zone 75 CD75”

(B) Part 4B Comprehensive Development Zone Regulations by inserting the following:

“ 4B75 Comprehensive Development Zone 75 CD75

4B75-1 Intent:

The purpose of the CD75 Zone is to establish specific land use and development regulations for a project including a place of religious worship and a 75 unit multi-family apartment building.

4B75-2 Uses:

The following *principal uses* shall be permitted in the Comprehensive Development 75 Zone:

(a) Uses Permitted Without Conditions:

(i) None

(b) Conditional Uses:

- (i) Subject to being located entirely within the area marked “A” on Schedule B to this bylaw:
 - a. Residential building, multiple-family apartment, not to exceed 75 dwelling units
- (ii) Subject to being located entirely within the area marked “B” on Schedule B to this bylaw:
 - b. Place of religious worship and associated assembly hall

4B75-3 Conditions of Use:

Uses must be located as per Section 4B75-2 (b) (i) and Section 4B75-2 (b) (ii)

4B75-4 Accessory Uses:

Accessory uses are permitted as follows:

- (a) in the area marked “A” on Schedule B to this bylaw, uses customarily incidental to the residential building, multiple-family apartment use, which may include, but are not necessarily limited to:
 - (i) Home occupations in accordance with the regulations in Section 405 of the Zoning Bylaw, 1965
- (b) in the area marked “B” on Schedule B to this bylaw, uses customarily incidental to the place of religious worship use, which may include, but are not necessarily limited to:
 - (i) Administrative offices related to a place of religious worship or other non-profit group or society;
 - (ii) Educational, fitness, and social activities;
 - (iii) Special events such as music, theatre or dance performances, arts and crafts shows, conferences or workshops.

4B75-5 Density:

(a) The maximum permitted density in the CD-75 Zone is as follows:

- (i) In the area marked “A” on Schedule B to this bylaw gross floor area not to exceed 140 m² (1,507 sq. ft.) inclusive of any density bonus for energy performance, in a maximum of not more than two multi-family residential dwellings;
- (ii) In the area marked “B” on Schedule B to this bylaw gross floor area not to exceed 787 m² (8,471 sq. ft.) inclusive of any density bonus for energy performance, in the form of a place of religious worship;

- (iii) In the area marked “C” on Schedule B to this bylaw, no floor area, including in any underground structures, is permitted.

(b) For the purposes of calculating gross floor area the following shall be exempted:

- (i) underground parking garage areas;
- (ii) underground storage and mechanical areas;
- (iii) common amenity areas for residential multiple-family apartment buildings, to a maximum of 70 m² 753.5 sq. ft.).
- (iv) trellises, pergolas and similar incidental open-sided structures having overhead framing members spaced to leave not less than 50% of the horizontal surface open to the sky.

4B75-6 Community Amenities:

(a) Despite subsection 4B75-5, density in the CD75 Zone is increased to the following, inclusive of any density bonus for energy performance:

- (i) In the area marked “A” on Schedule B to this bylaw gross floor area not to exceed 6,850 m² (73,733 sq. ft.) in the form of a 75 unit multi-family residential apartment building;
- (ii) In the area marked “B” on Schedule B to this bylaw gross floor area not to exceed 787 m² (8,471 sq. ft.) inclusive of any density bonus for energy performance, in the form of a place of religious worship.

if the owner:

- (i) Enters into a Housing Agreement to secure a minimum of four affordable rental apartment units, each unit of no less than 50 m² (539 sq. ft.) in size; and
- (ii) Contributes \$455,000 to the municipality to be used for any or all of the following amenities (with allocation to be determined by the municipality in its sole discretion): childcare, public art, park, trail, environmental or other public realm improvements, municipal, recreation or social service facility improvements; and/or the affordable housing fund.

(b) In the area marked “C” on Schedule B to this bylaw, no gross floor area, including in any underground structures, is permitted.

(c) For the purposes of calculating floor gross area the following shall be exempted:

- (i) underground parking garage areas;
- (ii) underground storage and mechanical areas;
- (iii) common amenity areas for residential multiple-family apartment buildings, to a maximum of 70 m² 753.5 sq. ft.);
- (iv) trellises, pergolas and similar incidental open-sided structures having overhead framing members spaced to leave not less than 50% of the horizontal surface open to the sky.

4B75-8 Setbacks:

Buildings shall be set back from property lines to the closest building face as established by development permit and in accordance with the following regulations:

(a) In the area marked “A” on Schedule B to this bylaw:

Setback	Minimum Required Setback
From Mountain Highway	4.9 m (16.1 ft.)
From Harold Road	4.27 m (14.0 ft.)
From West Property Line	15.0 m (49.2 ft.)
From North Property Line	6.1m (20 ft.)

(b) In the area marked “B” on Schedule B to this bylaw:

Setback	Minimum Required Setback
From Mountain Highway	0.0m (0 ft.)
From Harold Road	2.4 m (7.9 ft.)

4B75-11 Coverage:

Maximum permitted coverage for any development in the CD75 Zone is as follows:

- (a) Building Coverage in the CD75 Zone shall not exceed 50%.
- (b) Site Coverage in the CD75 Zone shall not exceed 75%. For the purposes of site coverage calculations, trellises, pergolas and similar incidental open-sided structures having overhead framing members spaced to leave not less than 50% of the horizontal surface open to the sky shall be excluded.

4B75-12 Height:

Maximum permitted height for any building in the CD75 Zone, inclusive of a 15% bonus for any sloping roofs, is as follows:

- (a) Multi-family apartment building: 14.5 m (47.6 feet)
- (b) Place of public worship: 10.5 m (34.5 feet)

4B75-13 Acoustic Requirements:

In the case of residential purposes, a development permit application shall require evidence in the form of a report and recommendations prepared by persons trained in acoustics and current techniques of noise measurements, demonstrating that the noise levels in those portions of the dwelling listed below shall not exceed the noise levels expressed in decibels set opposite such portions of the dwelling units:

Portion of Dwelling Unit	Noise Level (Decibels)
Bedrooms	35
Living and Dining rooms	40
Kitchen, Bathrooms and Hallways	45

4B75-14 Landscaping:

- (a) All land areas not occupied by buildings, structures, parking spaces, loading spaces, driveways, manoeuvring aisles and sidewalks shall be landscaped or finished in accordance with an approved landscape plan; and
- (b) All electrical kiosks and garbage and recycling container pads not located underground or within a building shall be screened with landscaping.

4B75-17 Signage Regulations:

- (a) Signage on the property shall not exceed a height of 1.8 m (5.9 feet) and the number of signs shall not exceed 2.

4B75-18 Parking and Loading Regulations:

Parking and loading shall be in accordance with Part 10 of the District of North Vancouver Zoning Bylaw with the following exceptions:

- (a) Residential building, multiple-family apartment: Parking shall be provided on the basis of 1.25 spaces per dwelling unit, inclusive of 4 handicapped spaces, plus an additional 19 designated visitor spaces, 11 of which (inclusive of 1 handicapped space) to allow for shared access with places of public worship;
- (b) Place of public worship: Parking shall be provided on the basis 28 spaces, plus access to 11 residential visitor parking spaces (inclusive of one handicapped space);
- (c) A minimum of 75 Class 1 bicycle parking spaces shall be provided;
- (d) A minimum of 22 Class 2 bicycle parking spaces shall be provided."

(C) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from the Public Assembly Zone (PA) to Comprehensive Development Zone 75 (CD 75).

READ a first time this the 9th day of December, 2013

PUBLIC HEARING held this the

READ a second time this the

READ a third time this the

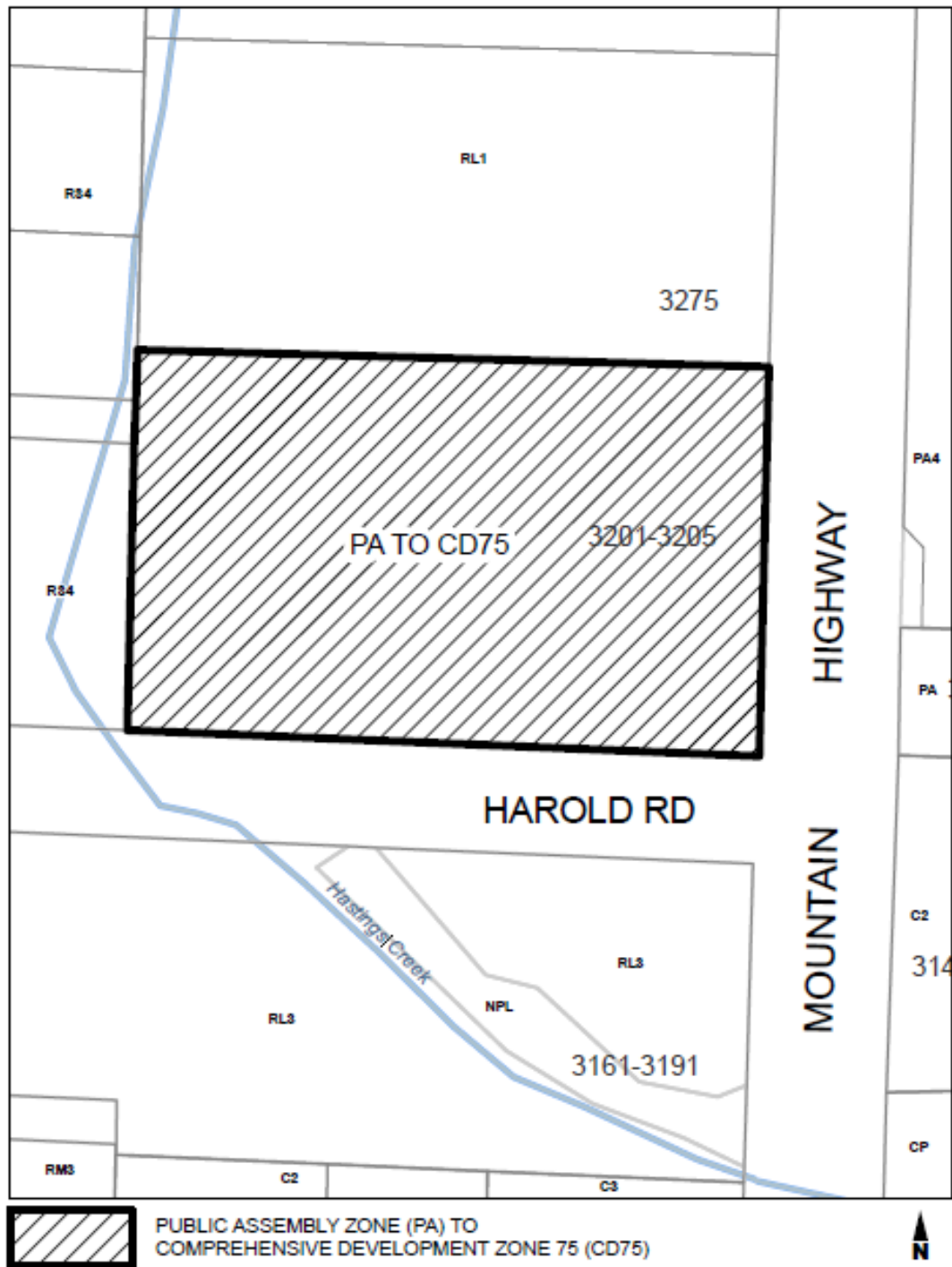
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Mayor

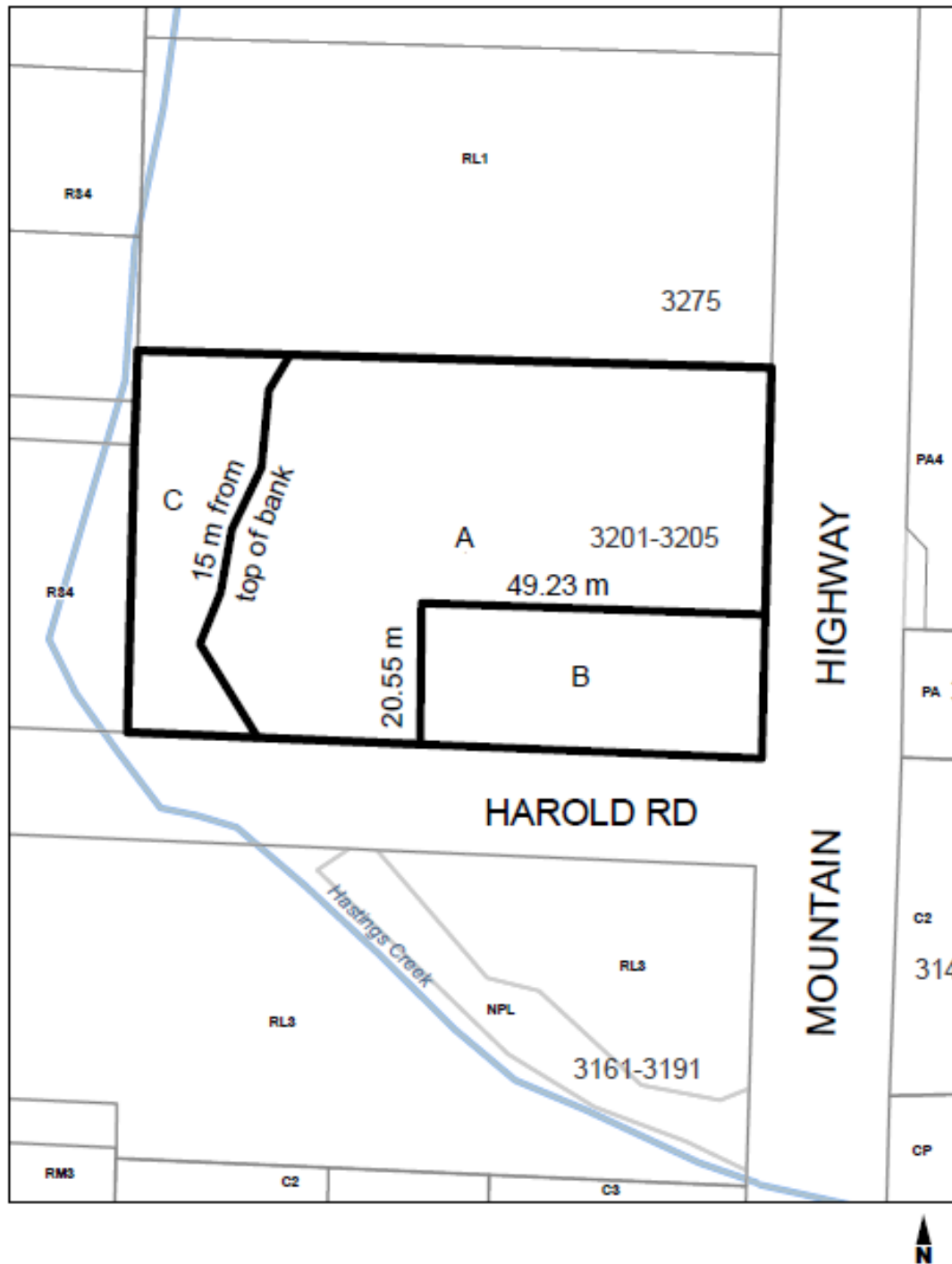
Municipal Clerk

Certified a true copy

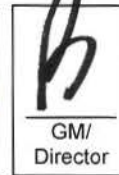
Schedule A to Bylaw 8014



Schedule B to Bylaw 8014



AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>DEC 9, 2013</u>
<input type="checkbox"/> Workshop (open to public)	Date: _____



The District of North Vancouver REPORT TO COUNCIL

November 27, 2013
File: 08.3060.20/026.13

AUTHOR: Michael Hartford, Community Planner

SUBJECT: OCP Amendment & Rezoning - Redevelopment of Lynn Valley United Church
3201-3205 Mountain Highway

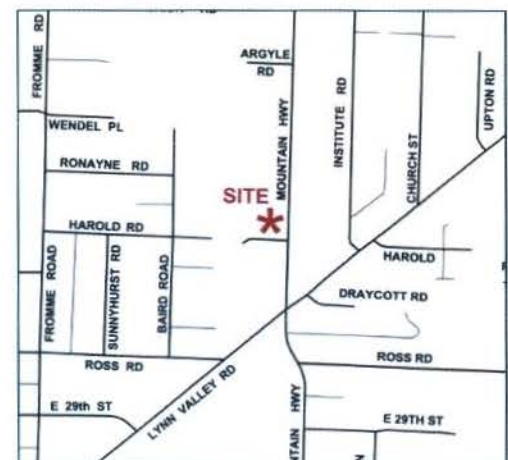
RECOMMENDATIONS: It is recommended that:

1. Bylaw 8013, which amends the District of North Vancouver Official Community Plan to change the land use designation for a portion of the site from "Institutional" to RES5 ("Residential Level 5: Low Density Apartment"), be given FIRST Reading;
2. Bylaw 8014, which rezones the subject site from Public Assembly Zone (PA) to Comprehensive Development Zone 75 (CD75) to enable the development of a 75 unit residential apartment project and a church building, be given FIRST Reading;
3. Bylaws 8013 and 8014 be referred to a Public Hearing;
4. Bylaw 8015, which waives Development Cost Charges for the proposed four units of affordable rental housing in the project, be given FIRST, SECOND, and THIRD reading;
5. Bylaw 8016, which authorizes a Housing Agreement to prevent future rental restrictions, be given FIRST Reading;
6. Bylaw 8017, which authorizes a Housing Agreement for the four units of affordable rental housing proposed in the project be given FIRST Reading;
7. The Mayor and Clerk be authorized to execute all necessary documentation to implement the associated Housing Agreements;
8. Pursuant to Section 879 of the Local Government Act, additional consultation is not required beyond that already undertaken with respect to Bylaw 8013; and
9. In accordance with Section 882 of the Local Government Act, Council has considered Bylaw 8013 in conjunction with its Financial Plan and applicable Waste Management Plans.

REASON FOR REPORT:

To obtain Council's authorization to proceed to Public Hearing with amendments to the District Official Community Plan (OCP) as well as the site's zoning to accommodate redevelopment of the existing church site with a development consisting of a new church, 71 condominium apartment units, and 4 apartment units to be owned by the North Shore Disability Resource Centre (NSDRC), and operated as affordable rental units.

Associated with the OCP amendment and rezoning proposals are bylaws related to two housing agreements: one to preclude



strata corporation restrictions on rental of condominium units and the second to ensure long-term operation of the affordable rental units by the NSDRC (or another non-profit society). A bylaw is also proposed to allow for waiver of Development Cost Charges for the proposed affordable rental units to be owned and operated by the NSDRC.

SUMMARY:

The applicant, the trustees of the congregation of Lynn Valley United Church, propose to redevelop the site of the existing Lynn Valley United Church with a new church building of approximately 577 square metres (6,214 square feet) and a new four-storey apartment building containing a mix of 71 strata apartment units and 4 apartment units to be owned by the North Shore Disability Resource Centre (NSDRC) and operated by the NSDRC as affordable rental units for those with disabilities.

Accommodating the project requires an amendment to the Official Community Plan (OCP) to allow residential uses on the site, as well as rezoning and issuance of a development permit. The project has been reviewed with reference to the District's recently adopted Public Assembly Lands Strategy.



The OCP amendment and rezoning bylaws are recommended for introduction and referral to a Public Hearing. The Housing Agreement Bylaws are recommended for introduction, while the bylaw to waive Development Cost Charges for the affordable rental units to be owned and operated by NSDRC is recommended for first, second and third readings.

BACKGROUND:

Lynn Valley United Church has a history of over 100 years in the Lynn Valley area, but in recent years the church has faced some challenges. The church congregation has been working to redefine itself and to achieve this objective, a new vision has been established to allow the church to be more relevant to community needs. Three main objectives have been identified by the church as follows:

- Social Entrepreneurism / Philanthropy
- Re-creation of the Church as the Centre of the Community
- Building up of the Church Congregation and Community as a whole.

The current church built in 1959 is approximately 787 m² (8,471 sq. ft.) and was designed to meet the needs of the congregation in that era and is not well-suited to the new programs envisioned by the congregation. In addition, the building is deteriorating and is creating unsustainable maintenance issues for the congregation.

As the congregation's only physical asset is the land it owns, the congregation's objective in the development proposal is to leverage this land in a joint partnership with a developer (Marcon Developments Ltd.) to create a new church building. The congregation also sees the re-development as an opportunity to generate additional funds to allow the church to evolve, as well as providing enhancement and legal protection of the creek riparian area at the west side of the property.

The proposed new church sanctuary will serve primarily as a place for the congregation to worship, but has also been designed to accommodate a broad range of community uses which could include gathering space for programs and groups, craft fairs, recitals, theatrical performances, various fitness programs, conferences, art exhibits, concerts, and rehearsal space, all of which are normally associated with church buildings.

SUBJECT PROPERTY:

The site is located at the north-west corner of Mountain Highway and Harold Road, just north of the Lynn Valley Town Centre boundary. The property is approximately 0.48 ha (1.2 acres).

There is an existing church building at the south-east corner of the property, with surface parking to the north. Hastings Creek runs to the west of the property.

Surrounding development includes institutional uses to the east, beyond Mountain Highway (the North Vancouver Archives building and Lynn Valley Elementary School), Hastings Creek and single family residential uses beyond to the west, and multi-family residential in the form of three-storey condominium buildings to the north and, beyond Harold Road, to the south.

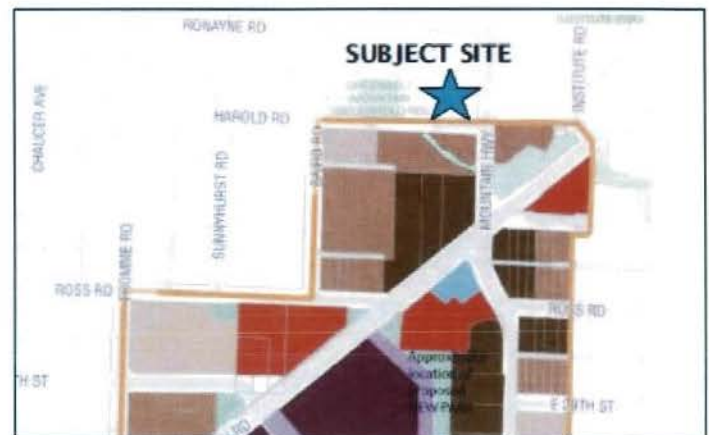


The property is currently zoned "PA – Public Assembly" to reflect the existing church use of the site.

EXISTING POLICY:Official Community Plan

The property is located just north of the boundary of the Lynn Valley Town Centre and is currently designated "Institutional" in the Official Community Plan. The current plan designation reflects the site's long term use for church purposes.

The proposed residential use on the site, with a total of 75 dwelling units, is not considered accessory to the institutional use on the site, so it is proposed that the OCP be amended to accommodate the proposal. The portion of the site to be occupied by the four-storey apartment building would be re-designated to Residential Level 5: Low Density Apartment (RES5), one of the OCP's existing multi-family residential designations.



This plan designation definition notes that the intent is to accommodate:

“...multifamily housing in centres and corridors up to approximately 1.75 FSR. Development in this designation will typically be expressed in low rise apartment, but may include some townhouses. Some commercial use may be permitted at grade.”

There is no proposal for commercial uses within portion of the property to be designated RES5. The remainder of the site, to be occupied by the replacement church building, would retain its existing “Institutional” designation under the OCP.

Public Assembly Lands Strategy

After the submission of this application, District Council adopted the Public Assembly Lands Strategy, to establish a framework for evaluating proposals that would result in a change to public assembly lands. While this application was already in process, staff did examine the application in terms of the intent of the policy to consider these lands as on-going community assets necessary to support community health and well-being. The procedure to implement the policy provides a set of principles and criteria to guide the consideration of development proposals where a change in land use from existing public assembly uses is proposed.

The repurposing of this piece of land includes retention of the church building for use by the community and secures the on-going use of the land for public assembly. The proposed intensification of the land is approximately in the current location of the church's existing surface parking lot. The proposal involves provision of community amenity funds into identified community need as well as targeted toward needed rental housing units.

The applicant has suggested that the proposal satisfies the public lands strategy in the following ways:

- a. *The proposed development fits within the context of the overall land use directions and policies of the new OCP;*
- b. *Maintains, enhances and increases the public uses of the land;*
- c. *The physical development, together with the proposed Community Benefit Package and the increased longevity of an important community-orientated organization, provide a benefit to both the community and the immediate neighbourhood;*
- d. *The redevelopment is consistent with the surrounding land uses now and more-so under the new OCP;*
- e. *Through the proposed CAC contribution the application assists financially in the replacement the one community service that will not remain on site;*
- f. *A traffic impact assessment has been completed and supports the proposed development; and*
- g. *A public consultation process has been undertaken and comments have been addressed to the best of the applicant's ability.*

Zoning:

The subject property is currently zoned Public Assembly (PA) and the existing zoning accommodates construction of the proposed new church building, but not the proposed four-storey apartment building. Rezoning is required to accommodate a project that includes a mix of institutional (church) uses and multi-family residential uses.

Bylaw 8014 proposes to create a new Comprehensive Development Zone 75 (CD75) tailored specifically to this project. The proposed CD75 zone outlines permitted uses and zoning provisions for three portions of the property: "Area A" to accommodate the proposed 4-storey apartment building, "Area B" to accommodate the proposed single-level church building, and "Area C" as the protected creekside riparian area.

The proposed floor space ratio (FSR) for the two proposed buildings over the entire site is approximately 1.5.

Development Permit Areas

The subject property is designated within Development Permit Areas for the following purposes:

- Form and Character of Multi-Family, Commercial, and Industrial Development;
- Energy and Water Conservation and Greenhouse Gas Emission Reductions;
- Streamside Protection
- Creek Hazard (western portion of the site, the area within the riparian protection area)

A detailed review of development permit issues will be provided in a future report should the application proceed through the OCP amendment and rezoning bylaw approval process.

Strata Rental Protection Policy

Corporate Policy 8-3300-2 "Strata Rental Protection Policy" applies to this project as the rezoning application would permit development of more than five units. The policy requires a Housing Agreement to ensure that future strata bylaws do not prevent owners from renting their units and Bylaw 8016 is provided to implement that Policy.

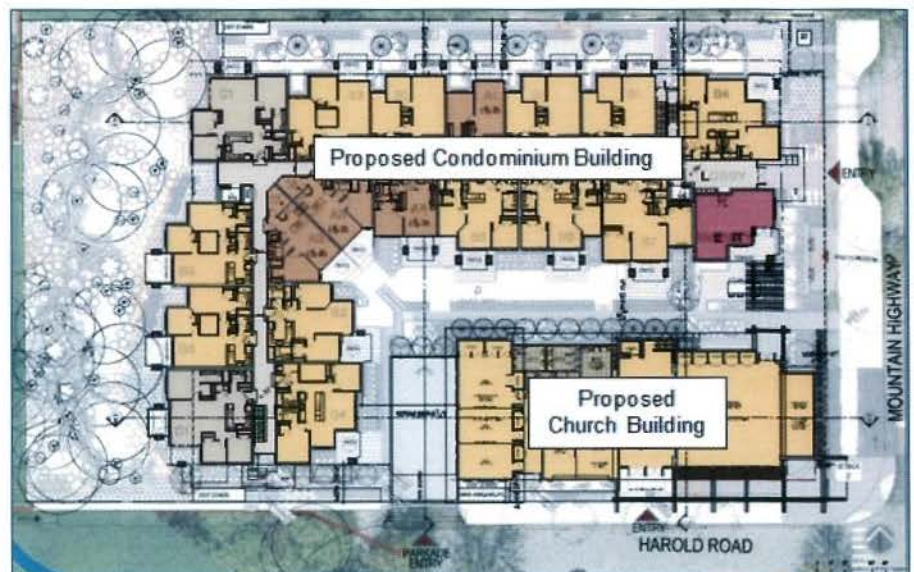
The Housing Agreement accompanying Bylaw 8016 stipulates that the units in the proposed 75 unit condominium building will be eligible to be operated as rental units, and not be subject to any future strata corporation restriction on operation as rentals.

ANALYSIS

Project Description:

Site Plan/Building Description:

The application proposes rezoning of the property to a new CD75 zone to accommodate a new church including multi-purpose spaces, of approximately 577 square metres (6,214 square feet) and a new four-storey building comprising 75 condominium apartment units. The site plan of the project shows the new church building in south-east corner of



property and the “L-shaped” condominium apartment building to the west and north. In accordance with streamside protection development permit area guidelines, the project is proposing a 15 metre setback from the top of bank of Hastings Creek (at the west side of the property) and rehabilitation of the streamside area within the setback.

The application is proposing that four of the dwelling units in the 75 unit apartment building be acquired by the North Shore Disability Resource Centre (NSDRC) at a reduced purchase price (approximately 50% of market value) to allow their operation as affordable rental units for residents with disabilities.



**View of Church building from Mountain Hwy, looking north-west,
with apartment building behind**



South elevation of proposed church building facing Harold Road



View of multi-family apartment building from Mountain Hwy., looking west

The project's architectural plans are included as Attachment A to this report.

Transportation Analysis:

The applicant has submitted a transportation study (completed by Bunt and Associates Engineering) outlining the anticipated traffic to be generated from the site, and providing recommendations on parking requirements for the project.

The study suggests that the development is estimated to generate approximately 36 trips (two-way) during the AM peak hour and 43 trips during the PM peak hour. These are not considered to be significant volumes and are equivalent to less than 1 vehicle each minute in either direction.

The site's proximity to the Lynn Valley Town Centre and the future Frequent Transit Network on Lynn Valley Road is noted as encouraging use of alternative modes of transportation.

With regard to traffic operations, the study noted that the Harold Road and Mountain Highway intersection currently operates with an excellent level of service and low delays and this is anticipated to be the case in the future with the site developed. It was also noted that the proposed development is anticipated to have no impact on the southbound queues at the Mountain Highway and Lynn Valley Road intersection.

Vehicle Parking

Vehicle access to the site is proposed in one driveway access, to be shared by the church and the apartment building, from the north side of Harold Road. All parking is proposed in a two-level underground garage.

Zoning Bylaw parking requirements and parking proposed for the project are as follows:

Project Element	Number of Stalls Required	Number of Stalls Proposed
Residential (75 units)	124	94
Residential Visitor	19	19
Church	28	28
Total Parking	171	141

The applicant's transportation study suggests that a reasonable parking ratio for the proposed multi-family apartment component of the project would be 1.27 stalls per unit for residents plus 0.1 stalls per unit for visitors for a total of 1.37 stalls per unit, or a total of 103 parking stalls.

The applicant has proposed a parking ratio in excess of these recommendations at 1.5 stalls per dwelling unit, a total of 113 stalls for the 75 units, which includes a total of 19 visitor stalls at the District's Zoning Bylaw ratio 0.25 visitor stalls per unit.

Parking proposed for the church at 28 stalls meets the minimum required under the Zoning Bylaw. A total of 11 of the residential visitor parking stalls would be secured through a legal agreement to be available for shared use by the church. The project's transportation study suggests that if the church congregation grows as forecast, the typical peak parking demand for the church will be 42 stalls. Thirty-nine stalls are available on site, and 3 stalls would be anticipated to be available through on-street parking on Mountain Highway.

Parking at the site is proposed in an underground parking garage with a total of 141 parking stalls: 94 spaces for residential purposes (1.25 spaces per unit), 28 spaces for church purposes, and 19 residential visitor spaces, eleven of which would be available for shared use by the church. This would allow for the church to have access to 39 parking spaces.

As some dwelling units would have one parking stall and some would have two, it is anticipated that units will be sold with one parking stall, with the option to purchase a second. In order to ensure that any unsold stalls are eventually in the control of the strata corporation, a restrictive covenant will be required to specify that any "unsold" parking spaces be transferred to the ownership of the Strata Corporation not sooner than 12 months following the transfer of the last dwelling unit from the developer to a purchaser.

The applicant has proposed some electric vehicle charging facilities in the project and would provide "Level 1" 110 volt outlets (over-night charging) for a minimum of 20% of the proposed parking stalls, distributed throughout the garage. An additional "Electric Vehicle Charging Zone" is proposed, which would include allowance for "Level 2" 240 volt outlets (approximately five-hour charging) in five visitor stalls and five resident stalls.

Given the site's location adjacent to the Lynn Valley Town Centre boundary, the proposed parking approach at the site appears reasonable and supportable.

Handicap Parking:

Handicap parking in the development will be provided on the basis of one stall for each of the four "Level 3" units to be owned and operated by the NSDRC, as well as one additional handicap stall in the shared visitor parking area. Handicap parking as proposed complies with the District's Zoning Bylaw requirements.

Bicycle Parking:

The development proposes to provide 1 secured bike locker per unit (Class 1 standard) for each of the 75 dwelling units. These lockers would be shared usage for bicycle storage and household storage. Residential visitor bicycle parking would be provided through 16 bicycle parking spaces near the apartment building main entrance fronting Mountain Highway, as well as 6 short-term bicycle parking spaces to be located at the entrance to the church building.

The bicycle parking proposed exceeds the requirement in the District's Zoning Bylaw, and should help to provide for alternate transportation options for residents and visitors to the site.

Off-site improvements:

The application includes improved street frontages abutting the property for the west side of Mountain Highway and the north side of Harold Road. Replacement curbs and sidewalk will be installed, including a sidewalk along the north side of Harold Road extending beyond the west property line of the site to connect to the existing pedestrian bridge across Hastings Creek, as well as street-lighting improvements on both frontages.

Existing street trees on the west side of Mountain Highway will be retained. The existing street trees on the north side of Harold Road were reviewed for retention and unfortunately, the trees straddle the property line and have created significant damage to the existing sidewalk in this portion of Harold Road. Replacement street trees located at the curb line are proposed in this area, along with boulevard landscaping and a new sidewalk.

Landscaping

A conceptual landscape plan has been submitted showing the proposal to landscape all areas of the site, with special attention the proposed courtyard area between the church and the apartment building, the area to the north of the apartment building (to provide a suitable buffer to the existing adjacent apartment building to the north), and the boulevard treatments along both Mountain Highway and Harold Road.

The riparian area to the west is subject to a separate tree retention and riparian area rehabilitation landscape plan.

Should the OCP amendment and rezoning proposals proceed, a more detailed review of landscape issues will be included in the required Development Permit report.

Adaptable Housing:

All dwelling units within the proposed apartment building will meet the District's "Level 1B" adaptable design guidelines. Twenty-four of the proposed dwelling units, in a mix of one and two bedroom

units, will meet the District's "Level 2" adaptable design guidelines, which comprises 32% of the dwelling units.

The four units proposed to be owned and operated by the NSDRC will meet the District's "Level 3" adaptable design guidelines.

The provisions for adaptable design features will be secured in a restrictive covenant on the property.

Affordable Rental Housing:

As part of the Community Amenity Contribution for this project, the applicant has offered four apartment units including "Level 3" adaptable design features to be sold at a discounted price per unit of approximately \$135,000 plus GST.

These units are intended to provide affordable rental housing for persons with disabilities and to be operated by the North Shore Disability Resource Centre.

North Shore Disability Resource Centre has indicated that the units are intended to be operated at a rental target such that housing expenditures would equal not more than 30% of gross income for households earning not more than 75% of the District's median household income.

The preliminary estimate for monthly rent in these one bedroom units is approximately \$1,040.

The operation of these units as affordable rentals will be secured in the Housing Agreement authorized by Bylaw 8017.

Environmental Issues:

The site is adjacent to Hastings Creek, a fish-bearing stream. The District's Streamside Protection Bylaw establishes a 15 metre (49.2 foot) setback requirement measured from top of bank. To ensure that appropriate measures are taken to restore the riparian area and to address past impacts, as well as any impacts of the proposed development, a Qualified Environmental Professional (QEP) was retained by the applicant to determine appropriate techniques for treatment of the setback area.

The QEP has confirmed that the construction is located entirely outside the 15 metre setback area.

There is an informal, but well-used trail that runs along the east side of Hastings Creek near the top of bank of the creek. Uncontrolled use of the informal trail has resulted in an area of impact with compacted soils and a removal of vegetation. The proposal is that this area be rehabilitated through the removal of the informal trail, soil remediation, and replanting. Pedestrian traffic would be re-directed to the existing trail on the west side of Hastings Creek.

The QEP report and report by a qualified Arborist provide recommendations for the creek setback area. The two submissions are accompanied by a rehabilitation and replanting scheme for the creekside area with the intent to encourage the creation of a viable understory, preserve healthy trees, add new trees, and to ultimately restore the riparian area. The rehabilitation plan is focussed on the removal of invasive species, such as English ivy, and replanting with native plants to enhance the environmental value of the riparian setback area. Some trees are proposed to be removed due to health or safety issues and the potential for failure in a wind event.

The proposals have been reviewed and District staff have confirmed that the restoration plans for the area within the 15 metre setback area are generally acceptable. A number of items have been

identified for resolution prior to issuance of a building permit, including maintenance objectives for the area, inspection requirements, prohibitions on unauthorized tree pruning or removal, management of the interface area adjacent to the residential building, and fencing.

Acoustic Regulations

As the property abuts Mountain Highway, an arterial roadway, proposed Rezoning Bylaw 8013 includes the District's residential acoustic regulations for maximum noise levels in the bedrooms, living areas and other areas of the units. If the rezoning proceeds, the applicant will be required to provide a report from a qualified noise consultant confirm that the building/glazing design will enable these standards to be met as a condition of a development permit.

Childcare:

There is an existing childcare facility renting space in the existing church building which accommodates 37 children in a mix of 12 infant/toddler spaces and 25 spaces for children 30 months to school age.

The applicant has advised that space limitations on the site, particularly in association with required outdoor playspace, do not allow for accommodating a replacement space for childcare and associated outdoor play area in the proposed new church development.

Discussions with the applicant have been directed toward finding a new location for a replacement childcare facility within the Lynn Valley area. The Community Amenity Package for the project includes a contribution intended to assist with the provision of childcare in the Lynn Valley area.

Development Cost Charges and Development Cost Charge Waiver:

It is proposed that the four units to be owned and operated by the NSDRC as affordable rental housing be exempted from the District's Development Cost Charges. Doing so will reduce the cost of supplying these units to the NSDRC. At current rates, effective November 1, 2013, the waiver would amount to a total of \$19,495 for the four units.

Bylaw 8015 proposes to waive the District development cost charges for the proposed four units of affordable rental housing in the project.

The remaining District Development Cost Charges payable on the project are estimated at \$649,678.

GREEN BUILDING MEASURES:

Compliance with the Green Building Strategy is mandatory given the need for rezoning to add residential uses to the site. (Rezoning is not required to accommodate the proposed new church building.)

The project is targeting approximately 119 points under the Built Green™ rating system, which will meet the Built Green™ 'Gold' level. The project's overall energy performance is proposed to be at least 13% better than ASHRAE 90.1 (2007) which will meet the District's energy performance baseline.

The church building is proposed to incorporate green building technology but is not proposed to be part of the Built Green™ submission or energy modelling for the project. Details of the sustainability

features of the church building will be summarized as part of the development permit review for the project and the church building proposal will be reviewed for compliance with the guidelines applicable to the Energy and Water Conservation and Reduction of Greenhouse Gas Emissions development permit area.

COMMUNITY AMENITY CONTRIBUTION:

The District's Community Amenity Contribution (CAC) Policy requires an amenity contribution for projects including an increase in residential density. In this case, a CAC package includes a proposal for the developer to provide four dwelling units to the NSDRC at a percentage of market value, public art, and a cash contribution of \$300,000 toward childcare facilities.

The market value of each of the four dwelling units to be provided NSDRC is estimated at approximately \$275,000-\$280,000. With the NSDRC's purchase price of approximately \$135,000 plus GST, the total value of this benefit for the four units (in the form of foregone revenue to the developer) is approximately \$560,000.

The proposed \$300,000 cash amount toward childcare facilities has been based on the approximate cost of a 195 m² (2,100 sq. ft.) modular building.

An amount of \$155,000 is being offered by the developer to fund public art at the site and the applicant has submitted a letter of commitment in this regard. The public art proposal will be subject to review by the District's Public Art Advisory Committee, but the general approach outlined to date involves two art installations: one to be located on the Mountain Highway frontage of the site between the residential and church buildings, and the second to be located near the access to the pedestrian bridge across Hastings Creek at the west end of the Harold Road cul-de-sac.

The community amenity contribution in the amount of \$455,000 has been included as part of the density bonus provisions in the proposed CD75 Zone and the zoning provisions note that the District may use the CAC funds at its discretion. The housing agreement for the four affordable rental units is also secured in the zoning bylaw to create the CD75 Zone.

The cash contribution associated with childcare facilities, the reduced purchase price of the four dwelling units proposed to be transferred to the NSDRC, and public art to be installed at the site have a total value in the range of \$1,015,000. The public value of a retained public assembly function on the property and the restoration and protection of the Hastings Creek riparian area are in addition to this amount.

IMPLEMENTATION:

Implementation of this project will require consideration of an OCP amendment bylaw to amend the District of North Vancouver Official Community to change the land use designation from "Institutional" to Residential Level 5: Low Density Apartment - RES5 (Bylaw 8013) for a portion of the site, a rezoning bylaw (Bylaw 8014), two Housing Agreement bylaws, one to allow for on-going rental of strata units in the building (Bylaw 8015) and one to formalize the arrangements regarding operation of the four units to be owned by the North Shore Disability Resource Centre (Bylaw 8016), and a bylaw to reduce to zero the amount owing in development cost charges on the units to be owned by the North Shore Disability Resource Centre (Bylaw 8017).

Bylaw 8013 (Attachment B) amends the District OCP to allow for residential uses at the site.

Bylaw 8014 (Attachment C) rezones the subject properties from Public Assembly (PA) to a new Comprehensive Development 75 Zone (CD75) which:

- establishes the permitted residential use;
- allows home occupations as an accessory use;
- establishes a base density and a density bonus, subject to conditions;
- establishes setback, height, building coverage and site coverage regulations;
- incorporates acoustic requirements; and
- establishes parking regulations specific to this project.

Bylaws 8015 and 8016, (Attachments C and D, respectively) authorize the District to enter into Housing Agreements to ensure that the proposed units remain available as rental units and that the four units to be owned by the NSDRC are operated in perpetuity as affordable rental units.

Bylaw 8017 (Attachment E) allows for waiver of the District's development cost charges on the four proposed NSDRC units.

A legal framework will be required to support the project and it is anticipated that a development covenant will be used to secure items such as the details of off-site servicing and airspace parcel subdivision requirements. Additional legal documents required for the project will include:

- green building covenant;
- stormwater management covenant;
- covenant to secure adaptable design features
- covenant to define riparian enhancement and maintenance
- covenant to specify that any "unsold" parking spaces be transferred to strata corporation
- covenant to require sale of four units to NSDRC for operation as affordable rental units
- registration of housing agreement regarding prohibition of rental restrictions for strata units
- registration of housing agreement regarding operation of four units to be owned by NSDRC as affordable rental units

CONCURRENCE:

Staff

The project has been reviewed by staff from Environment, Permits, Parks, Engineering, Policy Planning, Development Planning, Urban Design, Transportation Planning, Fire Department and the Arts Office.

Advisory Design Panel

The application was considered by the Advisory Design Panel on June 13, 2013 and July 11, 2013.

The Panel adopted a motion at the meeting of July 11th as follows:

THAT the ADP has reviewed the proposal, commends the applicant for the quality of the proposal, and recommends **APPROVAL** of the project **SUBJECT** to addressing the following items to the satisfaction of staff:

- A review of opportunities for integration of public art with the proposed church building as well as at the creek crossing location; and
- Encouragement of a natural finish product, such as natural stone or board-formed concrete, for the proposed "fin wall" on the church building.

MOTION CARRIED

Staff have reviewed project adjustments with the applicant and changes include adjustments to the public art plan to include two elements of public art. The option for integration of public art with the church building itself has been reviewed and is not being pursued at this time.

The finish material for the proposed "fin wall" on the church building has been revised, and is now proposed in a natural stone product.

Review by School District 44

School District 44 was provided a copy of the application materials and asked to confirm that students expected to reside in the development could be accommodated. The School District has advised that their intention is to accommodate additional students at existing nearby school sites and no concern has been expressed with the development proposal.

The referral to and input from School District 44 fulfils the consultation requirements of Section 881 of the Local Government Act.

PUBLIC INPUT:

Public Information Meeting

The applicant held a facilitated Public Information Meeting for the project on June 18, 2013 at Lynn Valley Elementary School. The meeting was attended by approximately 90 residents. The overall tone of the meeting was mixed, with a number of attendees expressing support for the project, while some attendees noting specific concerns with the proposals including impacts on traffic and concerns related to privacy impacts for residents of neighbouring buildings.

The facilitator's report of the Public Information Meeting is included as Attachment B to this report. In response to the meeting, forty-six comment sheets were received. A summary shows that 32 were in support, 10 were in opposition, and 4 were neutral or raised a mix of issues both in support and opposition.

The main topics of concern raised both at the meeting and in the submitted comment sheets included:

- traffic impacts on Harold Road and the intersection at Harold Road at Mountain Highway
- the height of the proposed apartment building
- concerns regarding privacy and light impacts on the neighbouring building to the north
- parking proposed and possible overflow parking in the adjacent neighbourhood
- the loss of existing school loading functions that take place at the site
- impacts on Hastings Creek
- management of construction impacts and traffic
- concern that other public assembly lands may be rezoned
- the potential for loss of the childcare space at the site.

A number of supportive comments were made at the public information meeting, and in the submitted comment sheets, focussing generally upon the opportunity to achieve housing at reduced rents for the disabled and the need for the congregation to achieve a new church building.

The applicant has made a number of changes to the project in response to input from the public. The setback from the north property line was increased to 6.1 m (20 feet) to allow greater separation and improved privacy. Balcony rail designs along the north side of the building have been changed to create a stronger visual barrier, and to reduce the likelihood of overlook and impacts on privacy for the existing dwelling units to the north. Planter depths along the north property line have also been increased to accommodate larger trees to provide a more densely-planted landscape buffer in this location.

Community Association Input:

The project was circulated to the Lynn Valley Community Association at the time of the public information meeting. The Community Association has responded that it has met with the proponent to discuss the proposal and has no significant concerns with the proposed development.

CONCLUSION:

This project allows for the revitalization of an existing public assembly use - a church building that has served as a resource for both the United Church organization and numerous community groups in Lynn Valley. The mixed-use redevelopment project includes the creation of 75 dwelling units, four of which would be owned by the North Shore Disability Resource Centre and operated as affordable rental units, allows for enhancement and long-term protection of the riparian area for Hastings Creek, and includes a community amenity contribution supporting childcare facilities in Lynn Valley.

The project is now ready for Council's consideration.

Options:

The following options are available Council's consideration:

- 1) Introduce Bylaws 8013 (OCP Amendment), 8014 (Rezoning Bylaw), 8016 (Housing Agreement precluding Rental Restrictions), and 8017 (Housing Agreement for Affordable Rental housing), refer Bylaws 8013 and 8014 to a Public Hearing, pass the recommended motions with regard to Bylaw 8013, and grant First, Second, and Third readings to Bylaw 8015 (DCC Waiver for affordable rental housing), all as noted in Staff Recommendations 1 through 9 on Page 1 of this report.
- 2) Defeat Bylaws 8013, 8014, 8015, 8016 and 8017 at First Reading.

Respectfully submitted,



Michael Hartford
Community Planner

Attachments:

- A. Reduced Project Plans
- B. Bylaw 8013 – Official Community Plan Amendment
- C. Bylaw 8014 – Rezoning Bylaw (Proposed CD75)
- D. Bylaw 8015 – DCC Waiver for Affordable Rental Housing units
- E. Bylaw 8016 – Housing Agreement Bylaw (Prohibition of rental restrictions)
- F. Bylaw 8017 – Housing Agreement Bylaw (Operation of four units of affordable rental housing)
- G. Facilitator's Report - Public Information Meeting

REVIEWED WITH:		
<input type="checkbox"/> Sustainable Community Dev. _____	<input type="checkbox"/> Clerk's Office _____	External Agencies:
<input type="checkbox"/> Development Services _____	<input type="checkbox"/> Communications _____	<input type="checkbox"/> Library Board _____
<input type="checkbox"/> Utilities _____	<input type="checkbox"/> Finance _____	<input type="checkbox"/> NS Health _____
<input type="checkbox"/> Engineering Operations _____	<input type="checkbox"/> Fire Services _____	<input type="checkbox"/> RCMP _____
<input type="checkbox"/> Parks & Environment _____	<input type="checkbox"/> ITS _____	<input type="checkbox"/> Recreation Com. _____
<input type="checkbox"/> Economic Development _____	<input type="checkbox"/> Solicitor _____	<input type="checkbox"/> Museum & Arch. _____
<input type="checkbox"/> Human resources _____	<input type="checkbox"/> GIS _____	<input type="checkbox"/> Other: _____



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ISSUE	DATE
1. CLIENT REVIEW	OCT. 2011
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6. REZONING DP RE-SUBMISSION	MAY 21, 2013
7. REZONING DP RE-SUBMISSION	JULY 03, 2013
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ARCHITECTURAL SEAL:

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RESIDENTIAL DEVELOPMENT
3205 MOUNTAIN HIGHWAY
NORTH VANCOUVER, B.C.

DRAWING TITLE:
CONTEXT
MAP

DRAWING NO.: 1116-A1.0.dwg
SCALE: N/A
PLOT DATE: CH
CHECKED: CH
PROJECT NO.: 1116

DWG. NO.:
A1.1
D.P. No.:
S.P. No.:

ATTACHMENT A.1.



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PROJECT:
RESIDENTIAL DEVELOPMENT
3205 MOUNTAIN HIGHWAY
NORTH VANCOUVER, B.C.

DRAWING TITLE:
PARKADE LEVEL P1

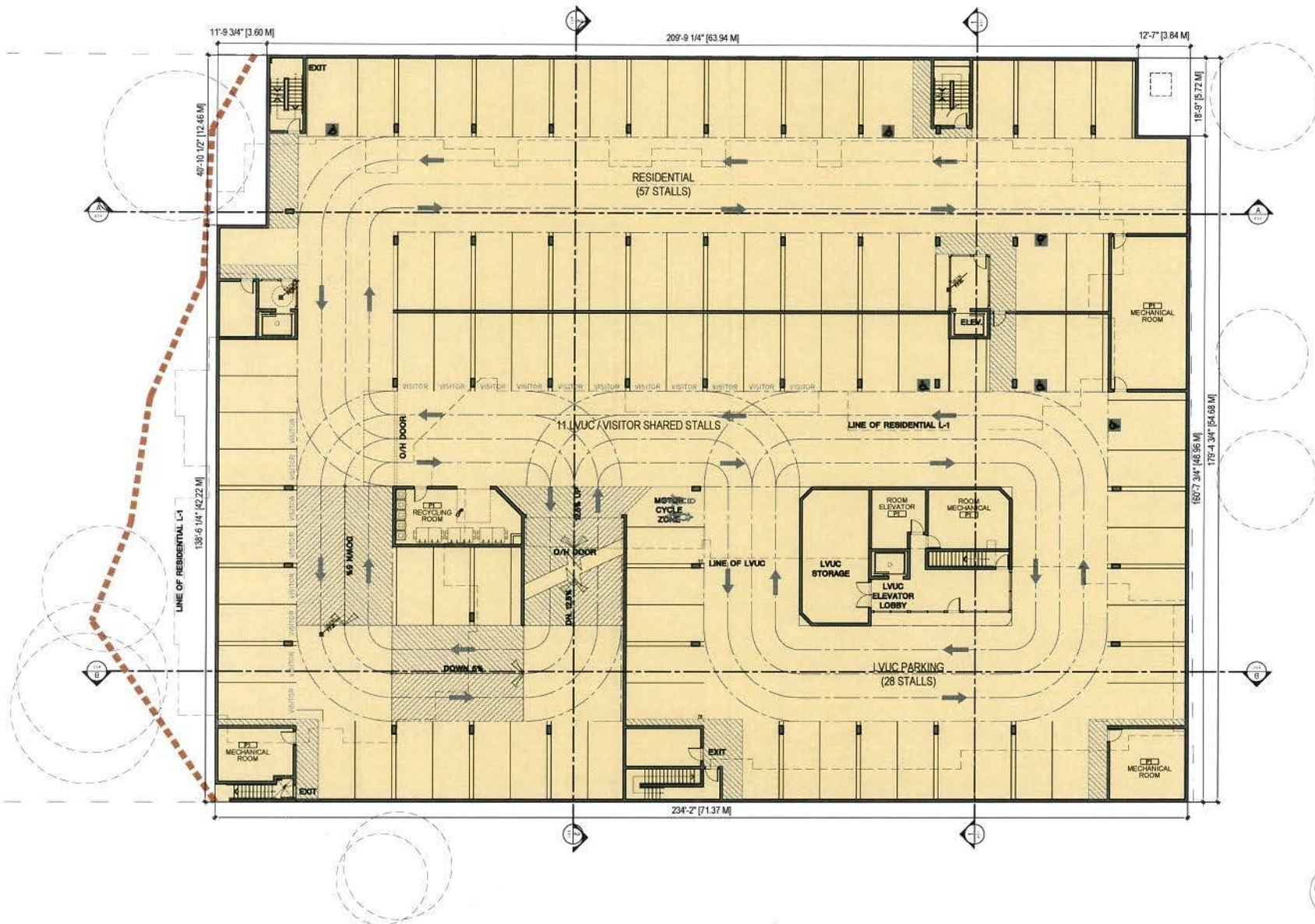
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SCALE: 3/32" = 1'-0"
PLOT DATE: SEPTEMBER 2013
DRAWN: RA
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PROJECT NO: 1116

DWG. NO.
A2.0

D.P. No.:
B.P. No.:

ATTACHMENT A.3.





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6. REZONING / DP RESUBMISSION	MAY 21 2013
7. REZONING / DP RESUBMISSION	MAY 21 2013
8. REZONING / DP RESUBMISSION	MAY 21 2013

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SEPTEMBER 10 2013

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1. REVISED AS PER COMMENTS OF REVIEWER TO THE PROJECT, AT THE REQUEST OF THE CLIENT, TO BE SUBMITTED TO THE VARIOUS AGENCIES FOR REVIEW AND APPROVAL. ALL OTHERS REMAIN AS THE ORIGINAL DESIGN.	

ARCHITECTURAL SEAL

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RESIDENTIAL DEVELOPMENT
3205 MOUNTAIN HIGHWAY
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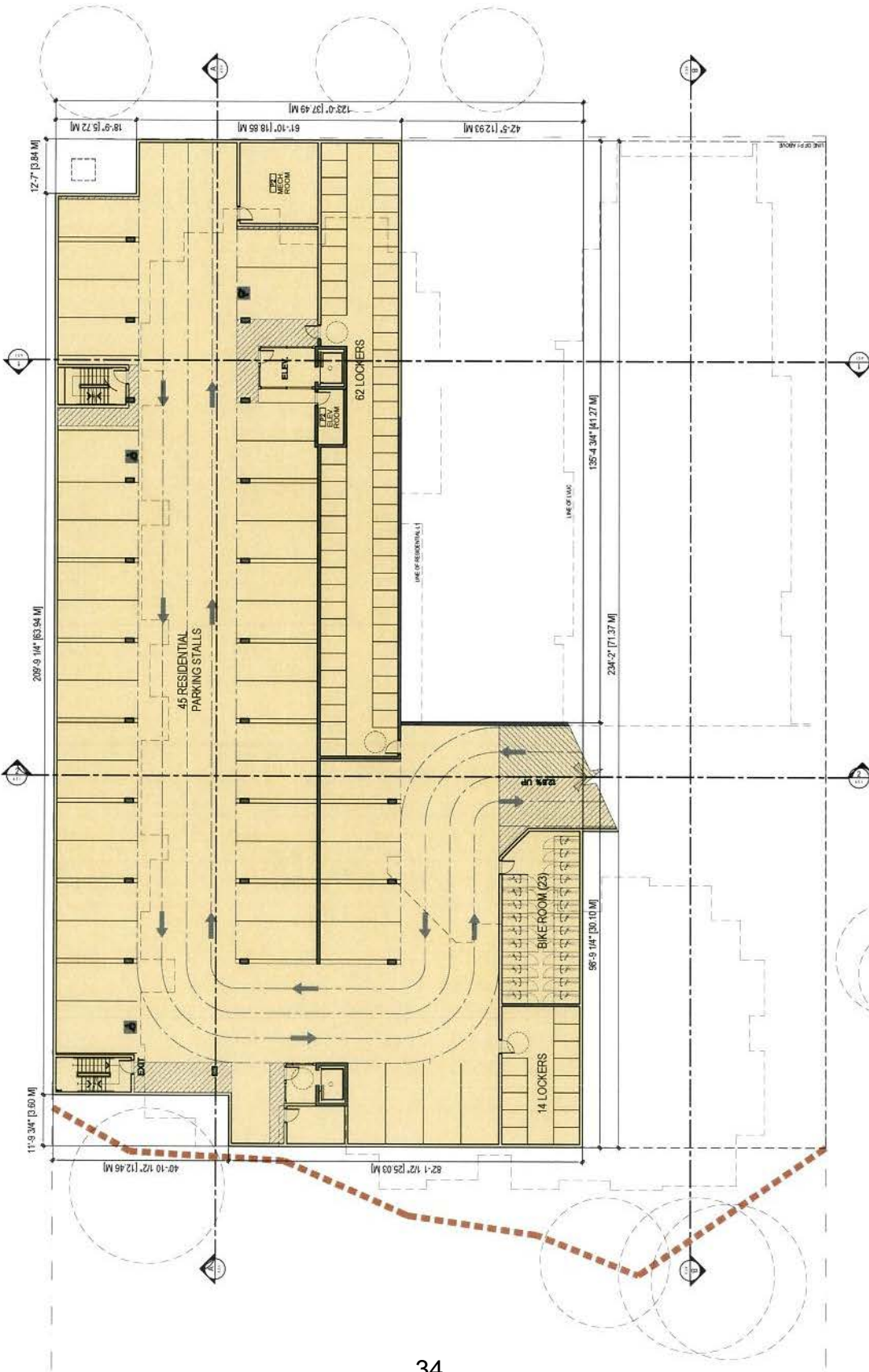
STATIONING TITLE:
PARKADE LEVEL P 2

DATE: 11.15.2013
SCALE: 1/8" = 1'-0"
PROJECT NO. 1116

PROJECT NO. 1116

DWG. NO.
A2.1

DATE: 11.15.2013
SCALE: 1/8" = 1'-0"
PROJECT NO. 1116





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CLIENT:
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PROJECT:
RESIDENTIAL DEVELOPMENT
3205 MOUNTAIN HIGHWAY
NORTH VANCOUVER, B.C.

DRAWING TITLE:
**LYNN VALLEY
UNITED CHURCH PLAN**

DATABASE: 1116-A3.0.DWG
SCALE: 3/16"=1'-0"
PLOT DATE: SEPTEMBER 10, 2013
DRAWN: CH
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PROJECT NO. 1116

DWG. NO.
A3.0
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ATTACHMENT A.S.





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8. REZONING/DP RE-SUBMISSION	SEPT. 10, 2013
9. REVISED SHEETS	OCT. 15, 2013

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PROJECT:
**RESIDENTIAL DEVELOPMENT
3205 MOUNTAIN HIGHWAY
NORTH VANCOUVER, B.C.**

DRAWING TITLE:
**RESIDENTIAL LEVEL
FLOOR PLAN**

DATABASE: 1116 Residential
SCALE: 3/32"=1'-0"
PLOT DATE: SEPTEMBER 2013
DRAWN: RA
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PROJECT NO.
1116

DWG. NO.

A3.2

D.P. No.:
S.P. No.:

ATTACHMENT A.1





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8. REZONING/DP RE-SUBMISSION	SEPT. 10, 2013
9. REVISED SHEETS	DEC. 15, 2013

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RESIDENTIAL DEVELOPMENT
3205 MOUNTAIN HIGHWAY
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DRAWING TITLE:
**RESIDENTIAL LEVEL 2-4
TYPICAL FLOOR PLAN**

DATABASE: 1116 Residential
SCALE: 3/32" = 1'-0"
PLOT DATE: SEPTEMBER 2013
DRAWN: RA
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PROJECT NO: **1116**

DWG. NO. **A3.3**

DT. No:
ET. No:

ATTACHMENT A.7





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DRAWING TITLE:
**RESIDENTIAL ROOF LEVEL
PLAN**

DATABASE: 1116 Residential
SCALE: 3/32"=1'-0"
PLOT DATE: SEPTEMBER 2013
DRAWN: RA
CHECKED:
PROJECT NO: 1116

DWG. NO.
A3.4
D.P. No.:
S.P. No.:



ATTACHMENT A8.



10 SOUTH ELEVATION

SCALE 3/16" = 1'-0"

SOUTH ELEVATION- HAROLD ROAD

LYNN VALLEY UNITED CHURCH



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SEPTEMBER 10, 2013



20 WEST ELEVATION

SCALE 3/16" = 1'-0"

MATERIAL	LEGEND
1. EXTERIOR WALLS	STONE
2. EXTERIOR WALLS	WOOD
3. EXTERIOR WALLS	STONE
4. EXTERIOR WALLS	WOOD
5. EXTERIOR WALLS	STONE
6. EXTERIOR WALLS	WOOD
7. EXTERIOR WALLS	STONE
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10. EXTERIOR WALLS	WOOD
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13. EXTERIOR WALLS	STONE
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15. EXTERIOR WALLS	STONE
16. EXTERIOR WALLS	WOOD
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97. EXTERIOR WALLS	STONE
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ARCHITECTURAL SEAL:

CLIENT:

MARCON
PROJECT:
RESIDENTIAL DEVELOPMENT
3205 MOUNTAIN HIGHWAY
NORTH VANCOUVER, B.C.

DRAWING TITLE:
LVUC ELEVATIONS

DATABASE: 1116-A4.0.dwg
SCALE: 3/16" = 1'-0"
PLANTDATE: SEPTEMBER 2013
DRAWING: CH

CHECKED: CH

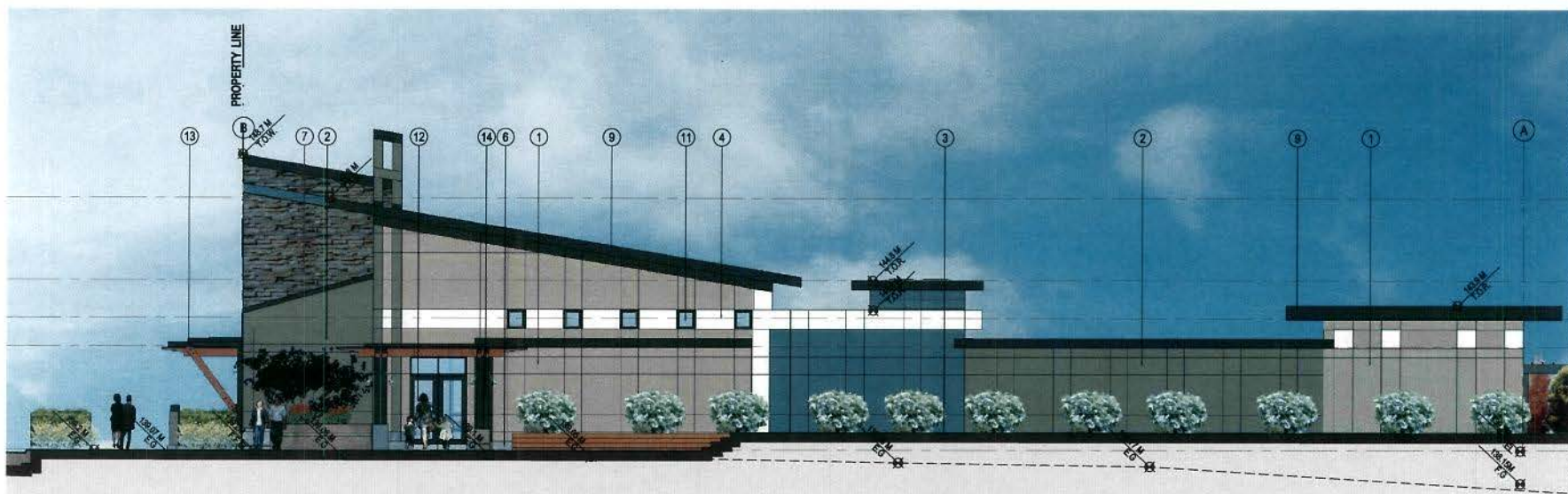
PROJECT NO: 1116

DWG NO: A4.0

D.P. No:

S.P. No:

ATTACHMENT A.9



3.0 NORTH ELEVATION
SCALE 3/16" = 1'-0"

LYNN VALLEY UNITED CHURCH



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ISSUED	DATE
1. CLIENT REVIEW	OCT. 2011
2. PRELIMINARY REZONING	DEC. 2011
3. CLIENT REVIEW	FEB. 2013
4. CLIENT REVIEW	APRIL 24, 2013
5. REZONING, DP RE-SUBMISSION	APRIL 29, 2013
6. REZONING, DP RE-SUBMISSION	MAY 21, 2013
7. REZONING, DP RE-SUBMISSION	JULY 01, 2013
8. REZONING, DP RE-SUBMISSION	SEPT 10, 2013

ISSUED FOR
REZONING / DP
RE-SUBMISSION
SEPTEMBER 10 2013



4.0 EAST ELEVATION
SCALE 3/16" = 1'-0"

EAST ELEVATION- MOUNTAIN HIGHWAY

MATERIAL LEGEND	
NO.	DESCRIPTION
1	WOOD SHINGLES
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NO. REVISION	DATE
1	SEP 10 2013

ARCHITECTURAL SEAL

CLIENT:
MARCON

PROJECT:
RESIDENTIAL DEVELOPMENT
3205 MOUNTAIN HIGHWAY
NORTH VANCOUVER, B.C.

DRAWING TITLE:
LVUC ELEVATIONS

DATABASE: 1116-A4.0.dwg
SCALE: 3/16"=1'-0"
PLOTDATE: SEPTEMBER 2013
DRAWN: CH
CHECKED:

PROJECT NO.
1116

DWG. NO.
A4.1

S.P. No.
S.P. No.

ATTACHMENT A.10.



1 SOUTH ELEVATION
A4.4 SCALE 3/32" = 1'-0"



2 NORTH ELEVATION
A4.4 SCALE 3/32" = 1'-0"



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6. REZONING/DP RE-SUBMISSION	MAY 22, 2013
7. REZONING/DP RE-SUBMISSION	JULY 23, 2013
8. REZONING/DP RE-SUBMISSION	SEPT. 10, 2013

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RE-SUBMISSION
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PROJECT:
RESIDENTIAL DEVELOPMENT
3205 MOUNTAIN HIGHWAY
NORTH VANCOUVER, B.C.

DRAWING TITLE:
NORTH AND SOUTH
ELEVATIONS

DATABASE: 1116-A4.2.dwg
SCALE: 3/32" = 1'-0"
PLOT DATE: SEPTEMBER 2013
DRAWN: RA
CHECKED:

PROJECT NO. 1116

DWG. NO. A4.4

D.P. No:

R.P. No:

ATTACHMENT A.1.1



1 WEST ELEVATION
A4.5 SCALE: 3/32" = 1'-0"



2 EAST ELEVATION
A4.5 SCALE: 3/32" = 1'-0"



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8. REZONING/DP RE-SUBMISSION	SEPT. 10, 2013

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ARCHITECTURAL SEAL:

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MARCON

PROJECT:
RESIDENTIAL DEVELOPMENT
3205 MOUNTAIN HIGHWAY
NORTH VANCOUVER, B.C.

DRAWING TITLE:
**EAST AND WEST
ELEVATIONS**

DATABASE: 1116-A4.2.dwg
SCALE: 3/32" = 1'-0"
PLOT DATE: SEPTEMBER 2013
DRAWN: RA
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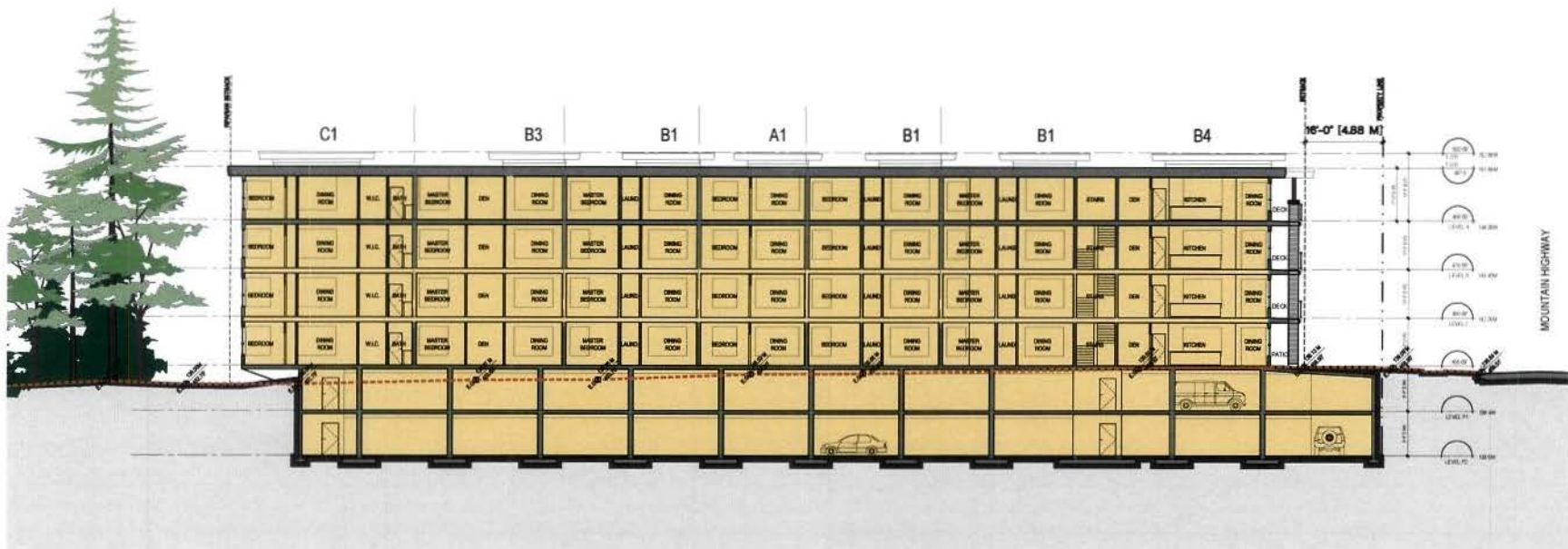
PROJECT NO. 1116

DWG NO. A4.5

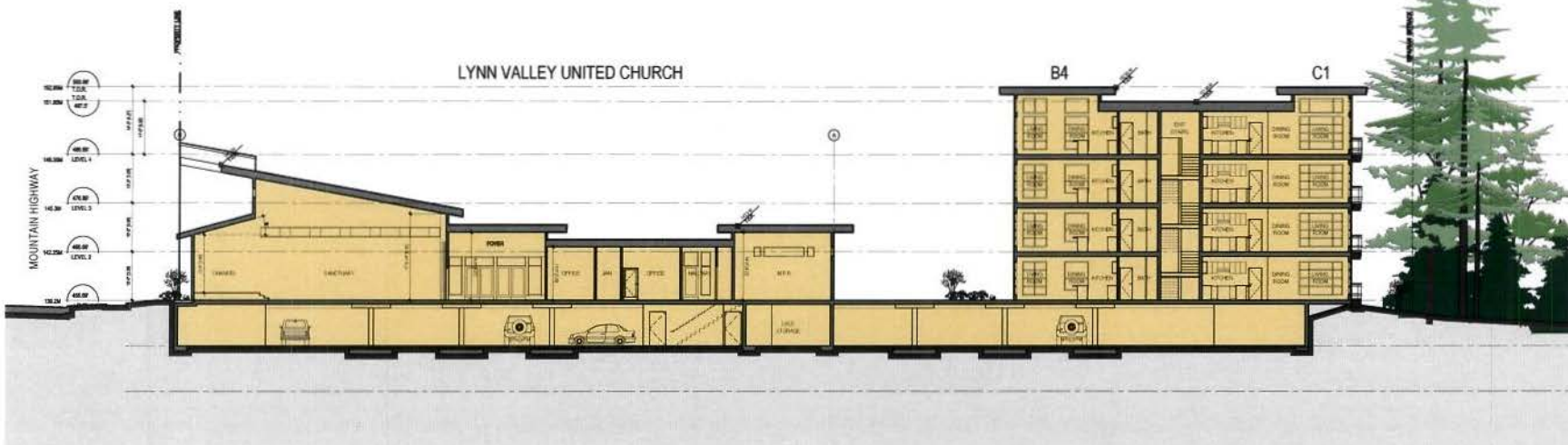
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ATTACHMENT A.12



1 SECTION "A-A"
A5.0 SCALE 3/32" = 1'-0"



2 SECTION "B-B"
A5.0 SCALE 3/32" = 1'-0"



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7. REZONING/OP RE-SUBMISSION	JULY 03, 2013
8. REZONING/OP RE-SUBMISSION	SEPT 10, 2013

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SEPTEMBER 10, 2013

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ARCHITECTURAL SEAL

CLIENT

MARCON

PROJECT:
RESIDENTIAL DEVELOPMENT
3205 MOUNTAIN HIGHWAY
NORTH VANCOUVER, B.C.

DRAWING TITLE:
SECTION A-A
SECTION B-B

DATASHEET: 1116-A5.0.dwg
SCALE: 3/32" = 1'-0"
PLOTDATE: SEPTEMBER 2013
DRAWN: CH
CHECKED:

PROJECT NO. 1116

DWG. NO. A5.0

S.P. No.

S.P. No.

ATTACHMENT A.13



1 SECTION "1-1"
A5.1 SCALE 3/32" = 1'-0"



2 SECTION "2-2"
A5.1 SCALE 3/32" = 1'-0"



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ISSUED:	DATE:
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8. REZONING/DP RE-SUBMISSION	SEPT 10 2013

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SEPTEMBER 10 2013

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ARCHITECTURAL SEAL:

CLIENT:

MARCON

PROJECT:
RESIDENTIAL DEVELOPMENT
3205 MOUNTAIN HIGHWAY
NORTH VANCOUVER, B.C.

DRAWING TITLE:
SECTION 1-1
SECTION 2-2

DATABASE: 1116-A5.0.dwg
SCALE: 3/32"=1'-0"
PLOTDATE: SEPTEMBER 2013
DRAWN: CH
CHECKED:

PROJECT NO. 1116

DWG. NO. A5.1

D.P. No:

R.P. No:

ATTACHMENT A.1.4

The Corporation of the District of North Vancouver

Bylaw 8013

A bylaw to amend The District of North Vancouver Official Community Plan Bylaw 7900, 2011

The Council for The Corporation of the District of North Vancouver enacts as follows:

1. Citation

This bylaw may be cited as "The District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8013, 2013 (Amendment 7)".

2. Amendments

- a. The following amendment is made to the "District of North Vancouver Official Community Plan Bylaw 7900, 2011":
 - i. Map 2 Land Use: by changing the land use designation of a portion of the property described as Lot D of Lot 5, Block 6, District Lot 2023, Plan 5451 (PID 011-158-093), from "**Institutional**" to "**Residential Level 5: Low Density Apartment (RES5)**";

all as illustrated on Bylaw 8013 Schedule "A" attached.

READ a first time this the

PUBLIC HEARING held on this the

READ a second time this the

READ a third time this the

ADOPTED this the

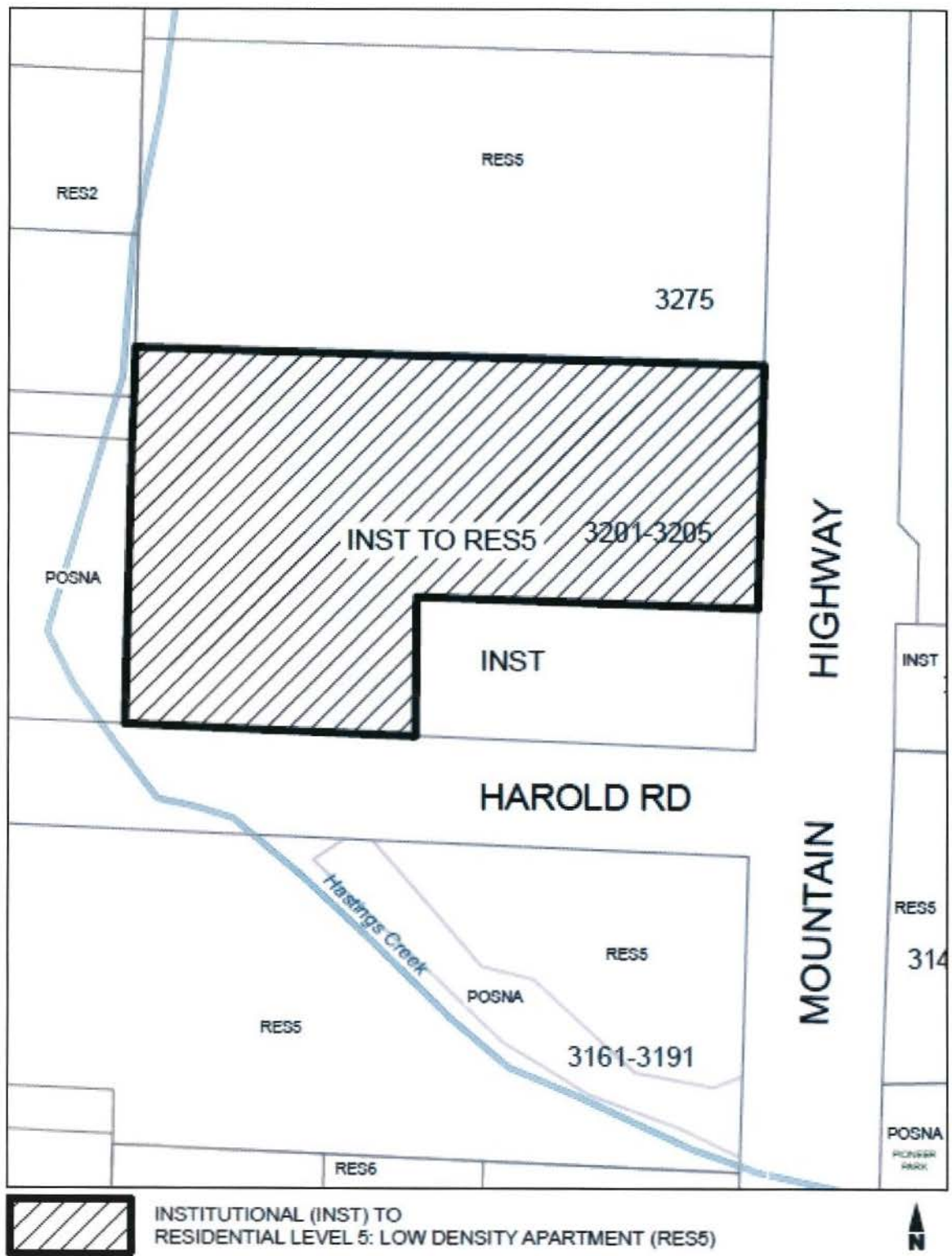
Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule "A" to Bylaw 8013



The Corporation of the District of North Vancouver

Bylaw 8014

A bylaw to amend the District of North Vancouver Zoning Bylaw 3210, 1965
to rezone the following property:

Lot D of Lot 5, Block 6, District Lot 2023, Plan 5451 (PID 011-158-093)
(3201 – 3205 Mountain Highway)

The Council for The Corporation of the District of North Vancouver enacts as follows:

1. Citation

This bylaw may be cited as “The District of North Vancouver Rezoning Bylaw 1300” (Bylaw 8014). ”.

2. Amendments

The following amendments are made to the “District of North Vancouver Zoning Bylaw 3210, 1965”:

(A) Section 301(2) by inserting the following zoning designation:

“Comprehensive Development Zone 75 CD75”

(B) Part 4B Comprehensive Development Zone Regulations by inserting the following:

“ **4B75 Comprehensive Development Zone 75 CD75** ”

4B75-1 Intent:

The purpose of the CD75 Zone is to establish specific land use and development regulations for a project including a place of religious worship and a 75 unit multi-family apartment building.

4B75-2 Uses:

The following *principal uses* shall be permitted in the Comprehensive Development 75 Zone:

(a) Uses Permitted Without Conditions:

(i) None

(b) Conditional Uses:

- (i) Subject to being located entirely within the area marked "A" on Schedule B to this bylaw:
 - a. Residential building, multiple-family apartment, not to exceed 75 dwelling units
- (ii) Subject to being located entirely within the area marked "B" on Schedule B to this bylaw:
 - b. Place of religious worship and associated assembly hall

4B75-3 Conditions of Use:

Uses must be located as per Section 4B75-2 (b) (i) and Section 4B75-2 (b) (ii)

4B75-4 Accessory Uses:

Accessory uses are permitted as follows:

- (a) in the area marked "A" on Schedule B to this bylaw, uses customarily incidental to the residential building, multiple-family apartment use, which may include, but are not necessarily limited to:
 - (i) Home occupations in accordance with the regulations in Section 405 of the Zoning Bylaw, 1965
- (b) in the area marked "B" on Schedule B to this bylaw, uses customarily incidental to the place of religious worship use, which may include, but are not necessarily limited to:
 - (i) Administrative offices related to a place of religious worship or other non-profit group or society;
 - (ii) Educational, fitness, and social activities;
 - (iii) Special events such as music, theatre or dance performances, arts and crafts shows, conferences or workshops.

4B75-5 Density:

(a) The maximum permitted density in the CD-75 Zone is as follows:

- (i) In the area marked "A" on Schedule B to this bylaw gross floor area not to exceed 140 m² (1,507 sq. ft.) inclusive of any density bonus for energy performance, in a maximum of not more than two multi-family residential dwellings;
- (ii) In the area marked "B" on Schedule B to this bylaw gross floor area not to exceed 787 m² (8,471 sq. ft.) inclusive of any density bonus for energy performance, in the form of a place of religious worship;

- (iii) In the area marked "C" on Schedule B to this bylaw, no floor area, including in any underground structures, is permitted.

(b) For the purposes of calculating gross floor area the following shall be exempted:

- (i) underground parking garage areas;
- (ii) underground storage and mechanical areas;
- (iii) common amenity areas for residential multiple-family apartment buildings, to a maximum of 70 m² 753.5 sq. ft.);
- (iv) trellises, pergolas and similar incidental open-sided structures having overhead framing members spaced to leave not less than 50% of the horizontal surface open to the sky.

4B75-6 Community Amenities:

(a) Despite subsection 4B75-5, density in the CD75 Zone is increased to the following, inclusive of any density bonus for energy performance:

- (i) In the area marked "A" on Schedule B to this bylaw gross floor area not to exceed 6,850 m² (73,733 sq. ft.) in the form of a multi-family residential apartment building;
- (ii) In the area marked "B" on Schedule B to this bylaw gross floor area not to exceed 787 m² (8,471 sq. ft.) inclusive of any density bonus for energy performance, in the form of a place of religious worship.

if the owner:

- (i) Enters into a Housing Agreement to secure a minimum of four affordable rental apartment units, each unit of no less than 50 m² (539 sq. ft.) in size; and
- (ii) Contributes \$455,000 to the municipality to be used for any or all of the following amenities (with allocation to be determined by the municipality in its sole discretion): childcare, public art, park, trail, environmental or other public realm improvements, municipal, recreation or social service facility improvements; and/or the affordable housing fund.

(b) In the area marked "C" on Schedule B to this bylaw, no gross floor area, including in any underground structures, is permitted.

(c) For the purposes of calculating floor gross area the following shall be exempted:

- (i) underground parking garage areas;
- (ii) underground storage and mechanical areas;
- (iii) common amenity areas for residential multiple-family apartment buildings, to a maximum of 70 m² 753.5 sq. ft.);
- (iv) trellises, pergolas and similar incidental open-sided structures having overhead framing members spaced to leave not less than 50% of the horizontal surface open to the sky.

4B75-8 Setbacks:

Buildings shall be set back from property lines to the closest building face as established by development permit and in accordance with the following regulations:

- (a) In the area marked "A" on Schedule B to this bylaw:

Setback	Minimum Required Setback
From Mountain Highway	4.9 m (16.1 ft.)
From Harold Road	4.27 m (14.0 ft.)
From West Property Line	15.0 m (49.2 ft.)
From North Property Line	6.1m (20 ft.)

- (b) In the area marked "B" on Schedule B to this bylaw:

Setback	Minimum Required Setback
From Mountain Highway	0.0m (0 ft.)
From Harold Road	2.4 m (7.9 ft.)

4B75-11 Coverage:

Maximum permitted coverage for any development in the CD75 Zone is as follows:

- (a) Building Coverage in the CD75 Zone shall not exceed 50%.
- (b) Site Coverage in the CD75 Zone shall not exceed 75%. For the purposes of site coverage calculations, trellises, pergolas and similar incidental open-sided structures having overhead framing members spaced to leave not less than 50% of the horizontal surface open to the sky shall be excluded.

4B75-12 Height:

Maximum permitted height for any building in the CD75 Zone, inclusive of a 15% bonus for any sloping roofs, is as follows:

- (a) Multi-family apartment building: 14.5 m (47.6 feet)
- (b) Place of public worship: 10.5 m (34.5 feet)

4B75-13 Acoustic Requirements:

In the case of residential purposes, a development permit application shall require evidence in the form of a report and recommendations prepared by persons trained in acoustics and current techniques of noise measurements, demonstrating that the noise levels in those portions of the dwelling listed below shall not exceed the noise levels expressed in decibels set opposite such portions of the dwelling units:

Portion of Dwelling Unit	Noise Level (Decibels)
Bedrooms	35
Living and Dining rooms	40
Kitchen, Bathrooms and Hallways	45

4B75-14 Landscaping:

- (a) All land areas not occupied by buildings, structures, parking spaces, loading spaces, driveways, manoeuvring aisles and sidewalks shall be landscaped or finished in accordance with an approved landscape plan; and
- (b) All electrical kiosks and garbage and recycling container pads not located underground or within a building shall be screened with landscaping.

4B75-17 Signage Regulations:

- (a) Signage on the property shall not exceed a height of 1.8 m (5.9 feet) and the number of signs shall not exceed 2.

4B75-18 Parking and Loading Regulations:

Parking and loading shall be in accordance with Part 10 of the District of North Vancouver Zoning Bylaw with the following exceptions:

- (a) Residential building, multiple-family apartment: Parking shall be provided on the basis of 1.25 spaces per dwelling unit, inclusive of 4 handicapped spaces, plus an additional 19 designated visitor spaces, 11 of which (inclusive of 1 handicapped space) to allow for shared access with places of public worship;
- (b) Place of public worship: Parking shall be provided on the basis 28 spaces, plus access to 11 residential visitor parking spaces (inclusive of one handicapped space);
- (c) A minimum of 75 Class 1 bicycle parking spaces shall be provided;
- (d) A minimum of 22 Class 2 bicycle parking spaces shall be provided."

(C) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from the Public Assembly Zone (PA) to Comprehensive Development Zone 75 (CD 75).

READ a first time this the

PUBLIC HEARING held this the

READ a second time this the

READ a third time this the

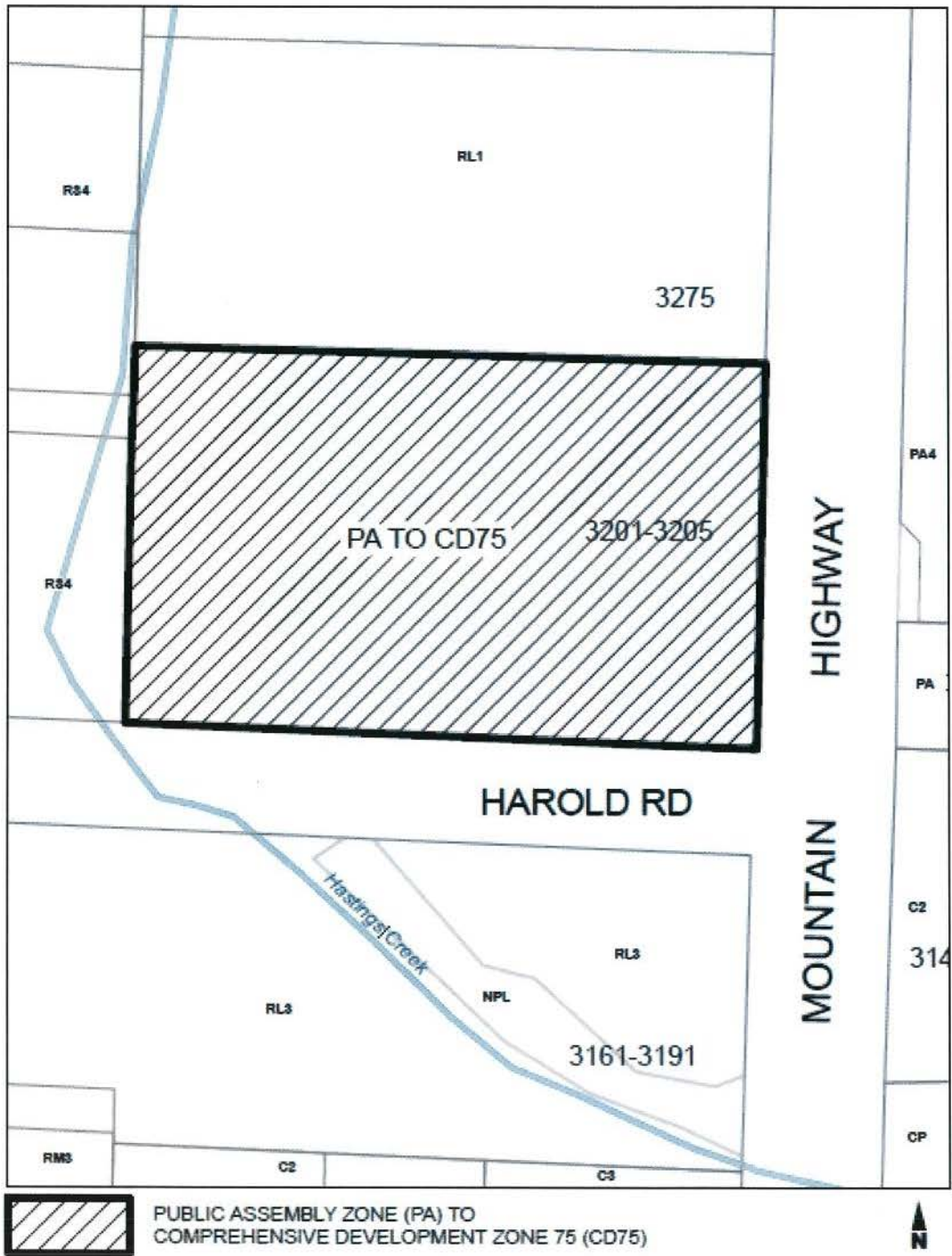
ADOPTED this the

Mayor

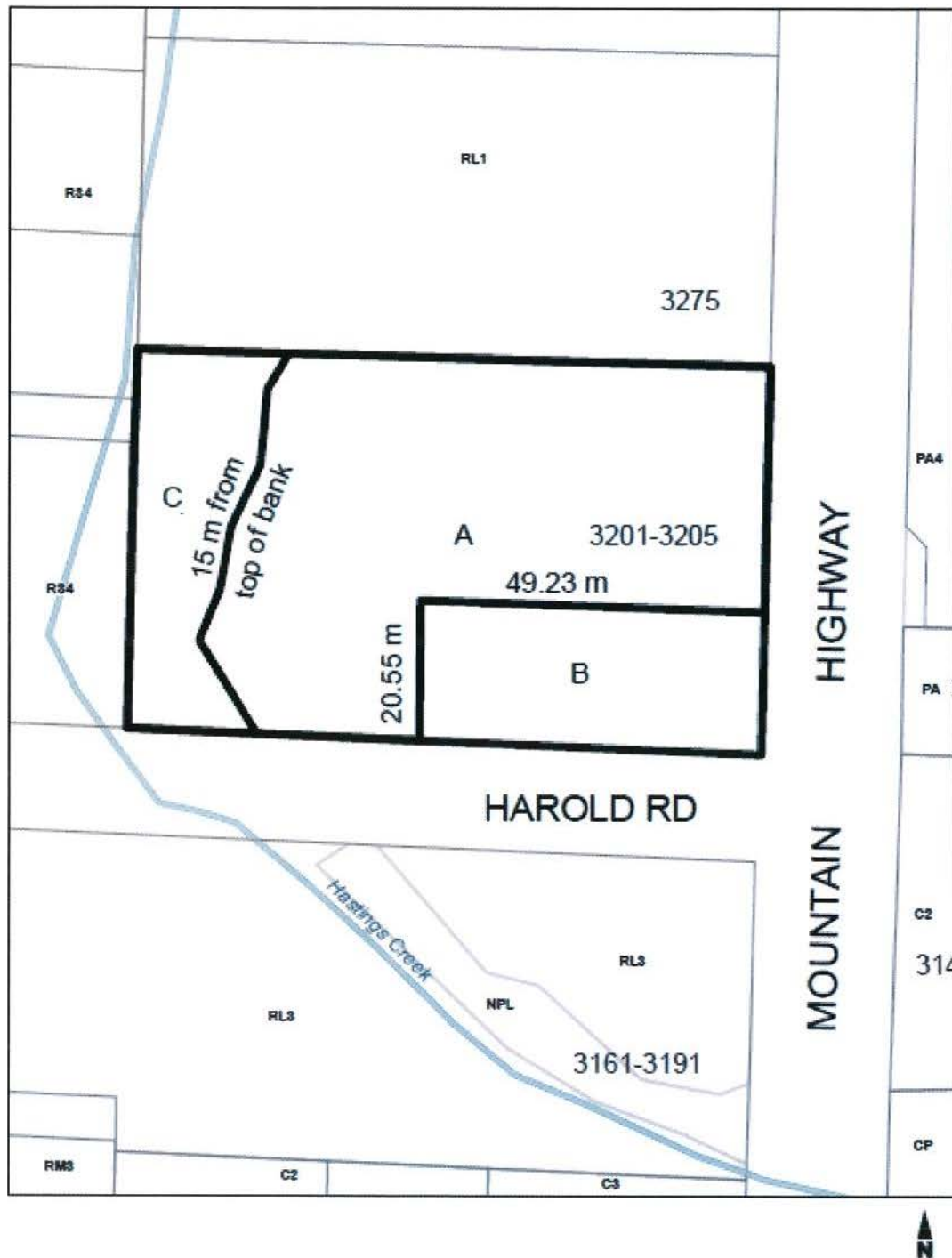
Municipal Clerk

Certified a true copy

Schedule A to Bylaw 8014



Schedule B to Bylaw 8014



The Corporation of the District of North Vancouver

Bylaw 8015

A bylaw to waive Development Cost Charges

The Council for The Corporation of the District of North Vancouver enacts as follows:

1. Citation

This bylaw may be cited as “3205 Mountain Highway Development Cost Charge Waiver Bylaw 8015, 2013”.

2. Waiver

- a. Development Cost Charges are hereby waived in relation to the Eligible Development proposed to be constructed on the property described as the lands included within Lot D of Lot 5, Block 6, District Lot 2023, Plan 5451 (PID 011-158-093), and the development cost charge rates for the Eligible Development are hereby set at zero.
- b. For the purpose of this Bylaw “Eligible Development” means not more than four (4) affordable rental housing units, each unit not exceeding 51 m² in floor area, to be constructed in the proposed four storey apartment building within the area marked “A” on the attached “Schedule A” to this bylaw, and where the affordable rental rate structure is secured by way of an affordable housing agreement bylaw, restrictive land use covenant or other measure acceptable to the Municipal Solicitor.

READ a first time this the

READ a second time this the

READ a third time this the

ADOPTED this the

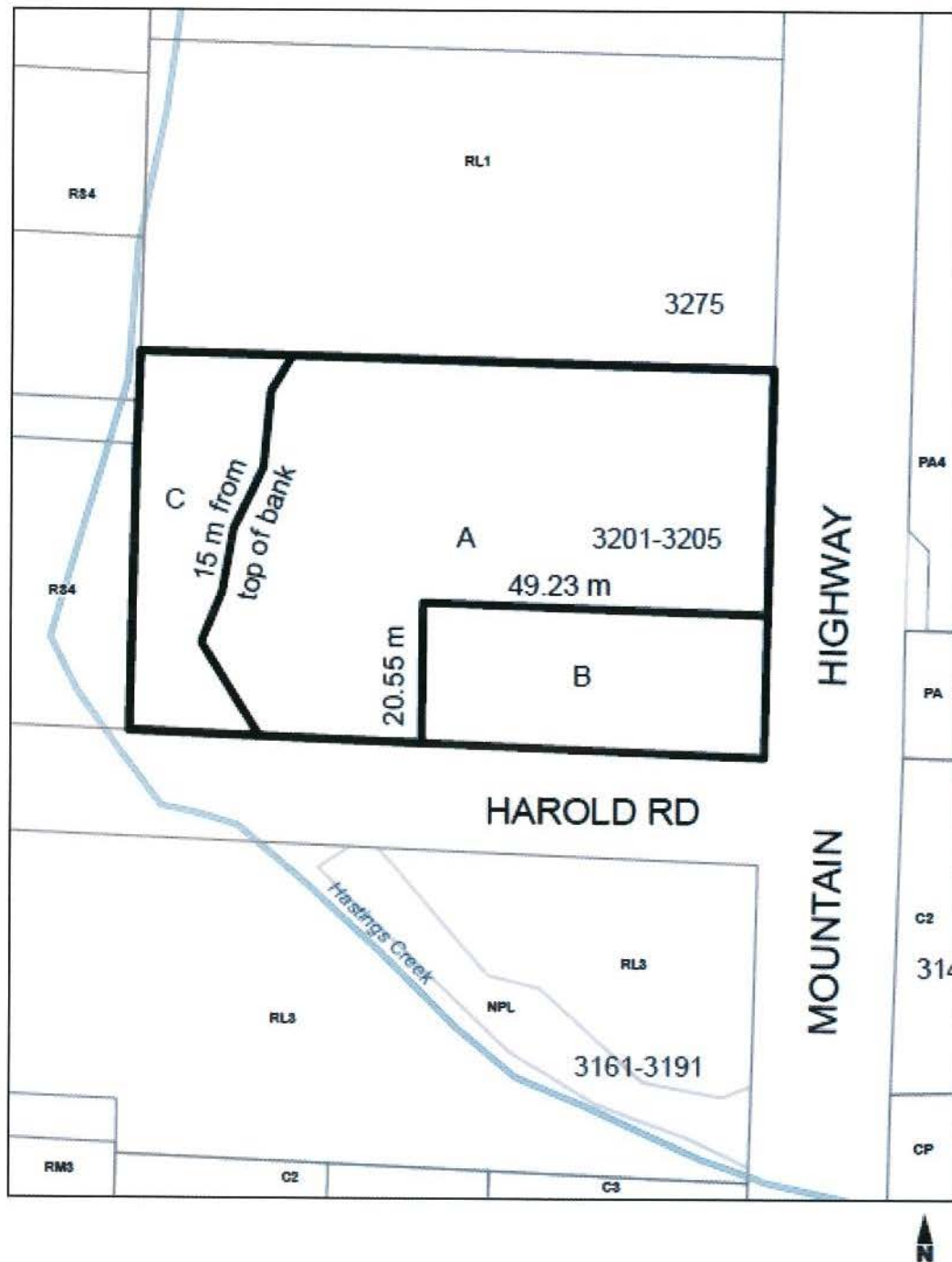
Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8015



The Corporation of the District of North Vancouver

Bylaw 8016

A bylaw to enter into a Housing Agreement (3205 Mountain Highway)

The Council for The Corporation of the District of North Vancouver enacts as follows:

1. Citation

This bylaw may be cited as "Housing Agreement Bylaw 8016, 2013".

2. Authorization to Enter into Agreement

2.1 The Council hereby authorizes the agreement, substantially in the form attached to this Bylaw as Schedule "A", between The Corporation of the District of North Vancouver and Marcon Lynn Valley Homes Ltd. with respect to the following lands:

- a) all the lands included within Lot D of Lot 5, Block 6, District Lot 2023, Plan 5451 (PID 011-158-093).

3. Execution of Documents

The Mayor and Municipal Clerk are authorized to execute any documents required to give effect to the Housing Agreement.

READ a first time this the

READ a second time this the

READ a third time this the

ADOPTED this the

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8016

SECTION 219 COVENANT – HOUSING AGREEMENT

This agreement dated for reference the ____ day of _____, 20__ is

BETWEEN:

MARCON LYNN VALLEY HOMES LTD. of _____

(the “Owner”)

AND:

THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER, a municipality incorporated under the *Local Government Act*, R.S.B.C. 1996, c.323 and having its office at 355 West Queens Road, North Vancouver, BC V7N 4N5

(the “District”)

WHEREAS:

- A. The Owner is the registered owner of the Lands;
- B. The Owner wishes to obtain development permissions with respect to the Lands and wishes to create a condominium development which will contain housing strata units on the Lands;
- C. Section 905 of the *Local Government Act* authorises the District, by bylaw, to enter into a housing agreement to provide for the prevention of rental restrictions on housing and provides for the contents of the agreement; and
- D. A covenant registrable under Section 219 of the *Land Title Act* may include provisions in respect of the use of land, the use of a building on or to be erected on lands; that land is to be built on in accordance with the covenant, is not to be built on except in accordance with that covenant or is not to be built on; that land is not to be subdivided unless in accordance with the covenant or is not to be subdivided.

NOW THEREFORE in consideration of the mutual promises contained in it, and in consideration of the payment of \$1.00 by the District to the Owner (the receipt and sufficiency of which is acknowledged by the Owner), the parties covenant and agree with each other as follows, as a housing agreement under Section 905 of the *Local Government Act*, and as a contract and a deed under seal between the parties and the parties hereto further covenant and agree that the Lands shall not be used or built on except in accordance with this Covenant as follows:

1. **DEFINITIONS**

1.01 Definitions

In this agreement:

- (a) “*Development Permit*” means development permit No. _____ issued by the District;
- (b) “*Lands*” means land described in Item 2 of the *Land Title Act* Form C to which this agreement is attached;
- (c) “*Proposed Development*” means the proposed development containing not more than 75 Units to be constructed on the Lands in accordance with the Development Permit;
- (d) “*Unit*” means a residential dwelling strata unit in the Proposed Development; and
- (e) “*Unit Owner*” means the registered owner of a Dwelling Unit in the Proposed Development.

2. **TERM**

This Agreement will commence upon adoption by District Council of Bylaw 7983 and remain in effect until terminated by the District as set out in this Agreement.

3. **RENTAL ACCOMMODATION**

3.01 Rental Disclosure Statement

No Unit in the Proposed Development may be occupied unless the Owner has:

- (a) before the first Unit is offered for sale, or conveyed to a purchaser without being offered for sale, filed with the Superintendent of Real Estate a Rental Disclosure Statement designating all of the Units as rental strata lots and imposing a ninety-nine (99) year rental period in relation to all of the Units pursuant to the *Strata Property Act* (or any successor or replacement legislation); and
- (b) given a copy of the Rental Disclosure Statement to each prospective purchaser of any Unit before the prospective purchaser enters into an agreement to purchase in respect of the Unit.

3.02 Rental Accommodation

The Units constructed on the Lands from time to time may always be used to provide rental accommodation as the Owner or a Unit Owner may choose from time to time.

3.03 Binding on Strata Corporation

This agreement shall be binding upon all strata corporations created upon the strata title subdivision of the Lands pursuant to the *Strata Property Act* or any subdivided parcel of the Lands, including the Units.

3.04 Strata Bylaw Invalid

Any Strata Corporation bylaw which prevents, restricts or abridges the right to use any of the Units as rental accommodations shall have no force or effect.

3.05 No Bylaw

The Strata Corporation shall not pass any bylaws preventing, restricting or abridging the use of the Lands, the Proposed Development or the Units contained therein from time to time as rental accommodation.

3.06 Vote

No Unit Owner, nor any tenant or mortgagee thereof, shall vote for any strata corporation bylaw purporting to prevent, restrict or abridge the use of the Lands, the Proposed Development and the units contained therein from time to time as rental accommodation.

3.07 Notice

The owner will provide notice of this Agreement to any person or persons intending to purchase a Unit prior to any such person entering into an agreement of purchase and sale, agreement for sale, or option or similar right to purchase as part of the Disclosure Statement for any part of the Proposed Development prepared by the Owner pursuant to the *Real Estate Development Marketing Act*.

4. DEFAULT AND REMEDIES

4.01 Notice of Default

The District may, acting reasonably, give to the Owner written notice to cure a default under this Agreement within thirty (30) days of receipt of notice. The notice must specify the nature of the default. The Owner must act with diligence to correct the default within the time specified.

4.02 Costs

The Owner will pay to the District on demand by the District all the District's costs of exercising its rights or remedies under this Agreement, on a full indemnity basis.

4.03 Damages an Inadequate Remedy

The Owner acknowledges and agrees that in the case of a breach of this Agreement which is not fully remediable by the mere payment of money and promptly so remedied,

the harm sustained by the District and to the public interest will be irreparable and not susceptible of adequate monetary compensation.

4.04 Equitable Remedies

Each party to this Agreement, in addition to its rights under this Agreement or at law, will be entitled to all equitable remedies including specific performance, injunction and declaratory relief, or any of them, to enforce its rights under this Agreement.

4.05 No Penalty or Forfeiture

The Owner acknowledges and agrees that it is entering into this Agreement to benefit the public interest in providing rental accommodation, and that the District's rights and remedies under this Agreement are necessary to ensure that this purpose is carried out, and the District's rights and remedies under this Agreement are fair and reasonable and ought not to be construed as a penalty or forfeiture.

4.06 Cumulative Remedies

No reference to nor exercise of any specific right or remedy under this Agreement or at law or at equity by any party will prejudice, limit or preclude that party from exercising any other right or remedy. No right or remedy will be exclusive or dependent upon any other right or remedy, but any party, from time to time, may exercise any one or more of such rights or remedies independently, successively, or in combination. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement.

5. LIABILITY

5.01 Indemnity

Except for the negligence of the District or its employees, agents or contractors, the Owner will indemnify and save harmless each of the District and its elected officials, board members, officers, directors, employees, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of any act or omission by the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom at law the Owner is responsible or the Owner's ownership, operation, management or financing of the Proposed Development or any part thereof.

5.02 Release

Except to the extent such advice or direction is given negligently, the Owner hereby releases and forever discharges the District, its elected officials, board members, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns from and against all claims, demands,

damages, actions or causes of action by reason of or arising out of advice or direction respecting the ownership, operation or management of the Proposed Development or any part thereof which has been or hereafter may be given to the Owner by all or any of them.

5.03 Survival

The covenants of the Owner set out in Sections 5.01 and 5.02 will survive termination of this Agreement and continue to apply to any breach of the Agreement or claim arising under this Agreement during the ownership by the Owner of the Lands or any Unit therein, as applicable.

6. GENERAL PROVISIONS

6.01 District's Power Unaffected

Nothing in this Agreement:

- (a) affects or limits any discretion, rights, powers, duties or obligations of the District under any enactment or at common law, including in relation to the use or subdivision of land;
- (b) affects or limits any enactment relating to the use of the Lands or any condition contained in any approval including any development permit concerning the development of the Lands; or
- (c) relieves the Owner from complying with any enactment, including the District's bylaws in relation to the use of the Lands.

6.02 Agreement for Benefit of District Only

The Owner and District agree that:

- (a) this Agreement is entered into only for the benefit of the District;
- (b) this Agreement is not intended to protect the interests of the Owner, any Unit Owner, any Occupant or any future owner, occupier or user of any part of the Proposed Development including any Unit; and
- (c) The District may at any time execute a release and discharge of this Agreement in respect of the Proposed Development or any Unit therein, without liability to anyone for doing so.

6.03 Agreement Runs With the Lands

This Agreement burdens and runs with the Lands and any part into which any of them may be subdivided or consolidated, by strata plan or otherwise. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its successors

and assigns, and all persons who acquire an interest in the Lands or in any Unit after the date of this Agreement.

6.04 Release

The covenants and agreements on the part of the Owner and any Unit Owner and herein set forth in this Agreement have been made by the Owner and any Unit Owner as contractual obligations as well as being made pursuant to Section 905 of the *Local Government Act* (British Columbia) and as such will be binding on the Owner and any Unit Owner, except that neither the Owner nor any Unit Owner shall be liable for any default in the performance or observance of this Agreement occurring after such party ceases to own the Lands or a Unit as the case may be.

6.05 Priority of This Agreement

The Owner will, at its expense, do or cause to be done all acts reasonably necessary to ensure this Agreement is registered against the title to each Unit in the Proposed Development, including any amendments to this Agreement as may be required by the Land Title Office or the District to effect such registration.

6.06 Agreement to Have Effect as Deed

The District and the Owner each intend by execution and delivery of this Agreement to create both a contract and a deed under seal.

6.07 Waiver

An alleged waiver by a party of any breach by another party of its obligations under this Agreement will be effective only if it is an express waiver of the breach in writing. No waiver of a breach of this Agreement is deemed or construed to be a consent or waiver of any other breach of this Agreement.

6.08 Time

Time is of the essence in this Agreement. If any party waives this requirement, that party may reinstate it by delivering notice to another party.

6.09 Validity of Provisions

If a Court of competent jurisdiction finds that any part of this Agreement is invalid, illegal, or unenforceable, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

6.10 Extent of Obligations and Costs

Every obligation of a party which is set out in this Agreement will extend throughout the Term and, to the extent that any obligation ought to have been observed or performed

prior to or upon the expiry or earlier termination of the Term, such obligation will survive the expiry or earlier termination of the Term until it has been observed or performed.

6.11 Previous Housing Agreement

The Owner and the District agree that the previous Housing Agreement in relation to the Lands dated for reference May 25, 2009 is hereby terminated and of no further force and effect.

6.12 Notices

All notices, demands, or requests of any kind, which a party may be required or permitted to serve on another in connection with this Agreement, must be in writing and may be served on the other parties by registered mail, by facsimile transmission, or by personal service, to the following address for each party:

If to the District:

District Municipal Hall
355 West Queens Road
North Vancouver, BC V7N 4N5

Attention: Planning Department
Facsimile: (604) 984-9683

If to the Owner:

Attention:
Facsimile: (604)

If to the Unit Owner:

The address of the registered owner which appears on title to the Unit at the time of notice.

Service of any such notice, demand, or request will be deemed complete, if made by registered mail, 72 hours after the date and hour of mailing, except where there is a postal service disruption during such period, in which case service will be deemed to be complete only upon actual delivery of the notice, demand or request; if made by facsimile transmission, on the first business day after the date when the facsimile transmission was transmitted; and if made by personal service, upon personal service being effected. Any party, from time to time, by notice in writing served upon the other parties, may designate a different address or different or additional persons to which all notices, demands, or requests are to be addressed.

6.13 Further Assurances

Upon request by the District, the Owner will promptly do such acts and execute such documents as may be reasonably necessary, in the opinion of the District, to give effect to this Agreement.

6.14 Enuring Effect

This Agreement will enure to the benefit of and be binding upon each of the parties and their successors and permitted assigns.

7. INTERPRETATION

7.01 References

Gender specific terms include both genders and include corporations. Words in the singular include the plural, and words in the plural include the singular.

7.02 Construction

The division of this Agreement into sections and the use of headings are for convenience of reference only and are not intended to govern, limit or aid in the construction of any provision. In all cases, the language in this Agreement is to be construed simply according to its fair meaning, and not strictly for or against either party.

7.03 No Limitation

The word “including” when following any general statement or term is not to be construed to limit the general statement or term to the specific items which immediately follow the general statement or term similar items whether or not words such as “without limitation” or “but not limited to” are used, but rather the general statement or term is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of the general statement or term.

7.04 Terms Mandatory

The words “must” and “will” are to be construed as imperative.

7.05 Statutes

Any reference in this Agreement to any statute or bylaw includes any subsequent amendment, re-enactment, or replacement of that statute or bylaw.

7.06 Entire Agreement

- (d) This is the entire agreement between the District and the Owner concerning its subject, and there are no warranties, representations, conditions or collateral agreements relating to this Agreement, except as included in this Agreement.

- (e) This Agreement may be amended only by a document executed by the parties to this Agreement and by bylaw, such amendment to be effective only upon adoption by District Council of a bylaw to amend Bylaw 7956.

7.07 Governing Law

This Agreement is to be governed by and construed and enforced in accordance with the laws of British Columbia.

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the *Land Title Act* Form C that is attached hereto and forms part of this Agreement.

CONSENT AND PRIORITY AGREEMENT

GIVEN THAT:

- A. _____ (the "Owner") is the Registered Owner of the Land described in Item 2 of Page 1 of the Form C (the "Land");
- B. The Owner granted _____ (the "Prior Chargeholder") a Mortgage and Assignment of Rents registered against title to the Land in the Lower Mainland Land Title Office (the "LTO") under Nos. _____, as extended by _____ and _____, as extended by _____ (together, the "Prior Charge");
- C. The Owner granted to THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER (the "District") a Covenant attached to this Agreement and registered against title to the Land in the LTO immediately before registration of this Agreement (the "Subsequent Charge"); and
- D. Section 207 of the *Land Title Act* permits the Prior Chargeholder to grant priority over a charge to the District as Subsequent Chargeholder.

THEREFORE this Agreement is evidence that in consideration of \$1.00 and other good and valuable consideration received by the Prior Chargeholder from the District (the receipt and sufficiency of which the Prior Chargeholder acknowledges):

- 1. The Prior Chargeholder consents to the granting and registration of the Subsequent Charge and the Prior Chargeholder agrees that the Subsequent Charge shall be binding upon their interest in and to the Land.
- 2. The Prior Chargeholder grants to the District, as a Subsequent Chargeholder, priority for the Subsequent Charge over the Prior Chargeholder's right, title and interest in and to the Land, and the Prior Chargeholder postpones the Prior Charge and all of their right, title and interest thereunder to the Subsequent Charge as if the Subsequent Charge had been executed, delivered and registered prior to the execution, delivery and registration of the Prior Charge.

As evidence of its agreement to be bound by the terms of this instrument, the Prior Chargeholder has executed the Land Title Office Form C to which this Agreement is attached and which forms part of this Agreement.

- END OF DOCUMENT -

The Corporation of the District of North Vancouver

Bylaw 8017

A bylaw to enter into a Housing Agreement (3205 Mountain Highway)

The Council for The Corporation of the District of North Vancouver enacts as follows:

1. Citation

This bylaw may be cited as "Housing Agreement Bylaw 8017, 2013".

2. Authorization to Enter into Agreement

2.1 The Council hereby authorizes the agreement, substantially in the form attached to this Bylaw as Schedule "A", between The Corporation of the District of North Vancouver and Marcon Lynn Valley Homes Ltd. with respect to the following lands:

- a) all the lands included within Lot D of Lot 5, Block 6, District Lot 2023, Plan 5451 (PID 011-158-093).

3. Execution of Documents

The Mayor and Municipal Clerk are authorized to execute any documents required to give effect to the Housing Agreement.

READ a first time this the

READ a second time this the

READ a third time this the

ADOPTED this the

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8017

SECTION 219 COVENANT – HOUSING AGREEMENT

This agreement dated for reference the ____ day of _____, 20____ is

BETWEEN:

MARCON LYNN VALLEY HOMES LTD. of _____

(the “Owners”)

AND:

THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER, a municipality incorporated under the *Local Government Act*, R.S.B.C. 1996, c.323 and having its office at 355 West Queens Road, North Vancouver, BC V7N 4N5

(the “Municipality”)

WHEREAS:

- A. The Owner is the registered owner of the Lands (as defined herein);
- B. The Owner wishes to obtain development permissions with respect to the Lands and wishes to create a condominium development which will contain housing strata units on the Lands;
- C. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the Municipality in respect of the use of land, construction on land or the subdivisions of land;
- D. Section 905 of the *Local Government Act* permits the Municipality to enter into a housing agreement with an owner of land, which agreement may include terms and conditions regarding the occupancy, tenure and availability of dwelling units located on the Land; and
- E. The Owner and the Municipality wish to enter into this Agreement to restrict the use of, and construction on, the Land on the terms and conditions of this agreement, to have effect as both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 905 of the *Local Government Act*,

NOW THEREFORE in consideration of the sum of \$10.00 now paid by the Municipality to the Owner and other good and valuable consideration, the receipt and sufficiency of which the Owner hereby acknowledges, the parties covenant and agree pursuant to Section 219 of the *Land Title Act* (British Columbia) as follows:

1. DEFINITIONS

1.01 Definitions

In this agreement:

- (a) “*Affordable Rental Units*” means the four (4) one-bedroom residential Dwelling Units each having a Gross Floor Area of not less than 539 square feet shown on Schedule “A”, provided that the Owner may at any time prior to completion of the transfer of the Affordable Rental Units to the Society and subject to obtaining the prior written approval of the Municipality, which approval will not be unreasonably withheld, substitute other one-bedroom Dwelling Units as Affordable Rental Units in place of the Dwelling Units shown on Schedule “A”. The Municipality’s consent to a proposed substitute Dwelling Unit will not be withheld provided that the proposed substitute Dwelling Unit is, in the reasonable opinion of the Director, at least equal to the Dwelling Unit being substituted in size, quality and condition ;
- (b) “*Consumer Price Index*” means the all-items consumer price index published by Statistics Canada, or its successor in function, for Vancouver, where ____ = 100;
- (c) “*Development Covenant*” means the section 219 covenant registered under number _____ at the LTO against the Owners title to the Lands in favour of the Municipality, which said Development Covenant stipulates, among other things, that: (1) no building permit will be issued for any development on the Lands unless and until the Owner has entered into a conditional agreement of purchase and sale, in form and substance acceptable to the Municipality, for the transfer of the Affordable Rental Units from the Owner to the Society; and (2) no occupancy permit will be issued for any Dwelling Unit unless and until the Owner has granted to the Municipality the RFR and the RFR is registered at the LTO against the title to the Affordable Rental Units in priority to all financial charges and encumbrances, and the Affordable Rental Units are transferred to the Society subject to the Municipality’s RFR and this section 219 housing agreement covenant;
- (d) “*Director*” means the Municipality’s General Manager of Planning, Properties and Permits and his or her designate;
- (e) “*Dwelling Unit*” means a residential strata lot in the Proposed Building;
- (f) “*Discharges*” has the meaning given to it in section 2.02 herein;
- (g) “*Eligible Person*” means a Person with a Disability that establishes (by way of the previous year’s income tax forms for each household member or individual that will reside in the Affordable Rental Unit) an aggregate annual household gross income that is no greater than the annual rent for the Affordable Rental Unit multiplied by 4.63 (which annual rent, for greater certainty, may not be greater than the Subsidized Rental Rate);

- (h) “*Gross Floor Area*” has the meaning given to it in the Municipality’s Zoning Bylaw 3210, 1965, as amended and consolidated from time to time;
- (i) “*Lands*” means the land described in Item 2 of the *Land Title Act* Form C to which this agreement is attached;
- (j) “*LTO*” means the Lower Mainland Land Title Office and any successor of that office;
- (k) “*Person with a Disability*” means a person who is not less than 18 years of age who has a life-long disability that would entitle the person to disability benefits under a recognized disability benefit program;
- (l) “*Proposed Building*” means the proposed multi-family building containing not more than 75 Units to be constructed on the Lands as described in the Development Covenant;
- (m) “*RFR*” means the right of first refusal to purchase the Affordable Rental Units to be granted by the Owner to the Municipality in accordance with the Development Covenant and this Agreement, which said RFR will be substantially in the form attached hereto as Schedule “B”;
- (n) “*Society*” means the North Shore Disability Resource Centre Association or another not-for-profit society approved in writing by the Municipality;
- (o) “*Strata Corporation*” means the strata corporation established pursuant to the *Strata Property Act* (British Columbia) upon registration at the LTO of a strata plan to stratify the Proposed Building, once constructed; and
- (p) “*Subsidized Rental Rate*” means in respect of the first and any subsequent resident in actual occupation of an Affordable Rental Unit:
 - (i) for the first 12 months after a certificate of final occupancy is issued for the Proposed Building by the Municipality , an amount of rent not greater than \$1,040.00; and
 - (ii) for each subsequent 12 month period, an amount not greater than the rent for the preceding 12 month period multiplied by a fraction the numerator of which is the Consumer Price Index for the month immediately prior to the commencement of the subsequent 12 month period and the denominator of which is the Consumer Price Index for the same month one year earlier.

2. THE AFFORDABLE RENTAL UNITS

2.01 Owner's Covenants

The Owner covenants and agrees with the Municipality that:

- (a) the Lands will not be developed for residential purposes and no residential building or structure will be constructed on the Lands unless as part of the construction and development of any such building or structure, the Owner also designs and constructs to completion, in accordance with a building permit issued by the Municipality and in accordance with the Development Covenant and a development permit issued by the Municipality, the Affordable Rental Units;
- (b) the total number of Dwelling Units on the Lands, including the Affordable Rental Units will not exceed 75;
- (c) the Affordable Rental Units must be designed and constructed to the same standard, in terms of layout, workmanship and materials, as the balance of the Dwelling Units in the Proposed Building on the Lands; and
- (d) the level three accessibility features set out in Schedule "C", or equivalent features acceptable to the Director, will be incorporated in each of the Affordable Rental Units;
- (e) one handicap parking stall will be designated as limited common property under the *Strata Property Act* (British Columbia) for each of the Affordable Rental Units;
- (f) the Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement will be registered against title to the Lands in priority to all financial charges and encumbrances at the earliest possible opportunity after execution and delivery by the Municipality;
- (g) the Owner will do everything necessary, at the Owner's expense, to ensure that the RFR will be registered against title to the Affordable Rental Units in priority to all financial charges and encumbrances in accordance with the Development Covenant and this Agreement; and
- (h) the Owner will do everything necessary to transfer title to the Affordable Rental Units to the Society subject to the RFR and this section 219 Housing Agreement Covenant in accordance with the Development Covenant and this Agreement.

2.02 Discharge Provision

At the request of the Owner and at the Owner's sole expense, the Municipality will deliver to the Owner discharges (collectively, the "Discharges") in registrable form discharging this Agreement from:

- (a) any non-residential parcel created by subdivision of the Lands (by airspace subdivision or otherwise) for the purpose of creating a parcel for a place of religious worship; and
- (b) each Dwelling Unit created by the strata subdivision of the Proposed Building that is not an Affordable Rental Unit,

provided that the Municipality may withhold delivery of the Discharges until after the Municipality has received from the Strata Corporation its duly authorized agreement that it will not take any action that would result in an inability to rent the Affordable Rental Units in accordance with this Agreement or would render such rental a breach of the Strata Corporation bylaws.

2.03 Limitation on Discharges

The Municipality will be under no obligation to provide the Discharges unless the Director is satisfied that the Owner has met all of its obligations under section 2.01 of this Agreement.

2.04 Effect of Discharge

Any Dwelling Unit against which this section 219 Housing Agreement Covenant remains as a charge after deposit at the LTO of the Discharges will be deemed to be an Affordable Rental Unit under this Agreement.

2.05 No Separate Sale

The Affordable Rental Units are not to be sold or otherwise transferred separately.

2.06 Rental Housing

The Affordable Rental Units may not be used for any purpose whatsoever save and except for the purposes of rental housing for Eligible Persons pursuant to arm's length month-to-month residential tenancy agreements or arm's length residential tenancy agreement with terms not exceeding three (3) years in duration (including all periods in respect of which any rights or renewal, contingent or otherwise have been granted).

2.07 Occupancy Restriction

No Affordable Rental Unit may be occupied except by the following:

- (a) an Eligible Person pursuant to a residential tenancy agreement that complies with section 2.06; and
- (b) one other individual, not an Eligible Person, who is living in a single domestic unit with an Eligible Person referred to in section 2.07(a) above.

2.08 Rental Rate Restriction

In addition to the occupancy restrictions in section 2.07, the Owner shall not suffer, cause or permit occupancy of an Affordable Rental Unit except pursuant to a residential tenancy agreement that:

- (a) does not require payment of rent or the provision of any other consideration that exceeds the Subsidized Rental Rate;
- (b) does not require the rent to be prepaid at an interval greater than monthly; and
- (c) prohibits the tenant from subletting the Subsidized Rental Rate or assigning the tenancy agreement for rent greater than the Subsidized Rental Rate.

2.09 Housing List and Guidelines

The Owner must:

- (a) prepare guidelines, criteria and procedures for determining eligibility for occupancy of an Affordable Rental Unit;
- (b) accept applications for Affordable Rental Units from those Eligible Persons who satisfy the guidelines, criteria and procedures established by the Owner under subsection 2.09(a)(i);
- (c) maintain a Housing List of Eligible Persons from whom the Owner has accepted applications for residential occupancy of an Affordable Rental Unit and who have been denied an Affordable Rental Unit as a result of a lack of availability of Affordable Rental Units;
- (d) where an Affordable Rental Unit becomes available for occupancy, offer the Affordable Rental Unit to a person on the Housing List in the order in which the application was made, unless the person is no longer an Eligible Person or no longer meets the guidelines and criteria for occupancy, or the Owner on reasonable grounds otherwise does not consider that person to be an acceptable candidate for occupancy of the Affordable Rental Unit; and
- (e) make the Housing List available to the Municipality upon request.

2.10 Compliance with Laws

The Owner will at all times ensure that the Affordable Rental Units are used and occupied in compliance with all statutes, laws, regulations, and orders of any authority having jurisdiction and without limiting the generality of the foregoing all bylaws of the Municipality and all federal, provincial, municipal or local laws, statutes or ordinances relating to environmental matters, including all rules, regulations, policies, guidelines, criteria or the like promulgated under or pursuant to any such laws.

2.11 Statutory Declaration

Within three days after receiving notice from the Municipality, the Owner must deliver to the Municipality a statutory declaration, substantially in the form attached as Schedule "D", sworn by the Owner under oath before a commissioner for taking affidavits in British Columbia, containing all of the information required to complete the statutory declaration.

3. **DEFAULT AND REMEDIES**

3.01 Notice of Default

The Municipality may, acting reasonably, give to the Owner written notice to cure a default under this Agreement within 30 days of receipt of notice. The notice must specify the nature of the default. The Owner must act with diligence to correct the default within the time specified.

3.02 Costs

The Owner will pay to the Municipality on demand by the Municipality all the Municipality's costs of exercising its rights or remedies under this Agreement, on a full indemnity basis.

3.03 Damages

The Owner acknowledges that the Municipality requires Eligible Persons housing for the benefit of the community. The Owner therefore agrees that for each day the Land is occupied in breach of this Agreement, the Owner must pay the Municipality \$100.00, as liquidated damages and not as a penalty, due and payable at the offices of the Municipality on the last day of the calendar month in which the breach occurred. The Daily Amount is increased on January 1 of each year by the amount calculated by multiplying the Daily Amount as of the previous January 1 by the percentage increase between that previous January 1 and the immediately preceding December 31 in the Consumer Price Index. The Owner agrees that payment may be enforced by the Municipality in a court of competent jurisdiction as a contract debt.

3.04 Rent Charge

By this section, the Owner grants to the Municipality a rent charge under section 219 of the *Land Title Act*, and at common law, securing payment by the Owner to the Municipality of the amounts described in section 3.03. The Municipality agrees that enforcement of the rent charge granted by this section is suspended until the date that is 30 days after the date on which any amount due under section 3.03 is due and payable to the Municipality in accordance with section 3.03. The Municipality may enforce the rent charge granted by this section by an action for an order for sale or by proceedings for the appointment of a receiver.

3.05 Specific Performance

The Owner agrees that, without affecting any other rights or remedies the Municipality may have in respect of any breach of this Agreement, the Municipality is entitled to obtain an order for specific performance of this agreement and a prohibitory or mandatory injunction in respect of any breach by the Owner of this Agreement. The Owner agrees that this is reasonable given the public interest in restricting occupancy of the Land in accordance with this Agreement.

3.06 No Penalty or Forfeiture

The Owner acknowledges and agrees that it is entering into this Agreement to benefit the public interest in providing rental accommodation, and that the Municipality's rights and remedies under this Agreement are necessary to ensure that this purpose is carried out, and the Municipality's rights and remedies under this Agreement are fair and reasonable and ought not to be construed as a penalty or forfeiture.

3.07 Cumulative Remedies

No reference to nor exercise of any specific right or remedy under this Agreement or at law or at equity by any party will prejudice, limit or preclude that party from exercising any other right or remedy. No right or remedy will be exclusive or dependent upon any other right to remedy, but any party, from time to time, may exercise any one or more of such rights or remedies independently, successively, or in combination. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement.

4. LIABILITY

4.01 Indemnity

Except for the negligence of the Municipality or its employees, agents or contractors, the Owner will indemnify and save harmless each of the Municipality and its elected officials, board members, officers, directors, employees, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any

of them will or may be liable for or suffer or incur or be put to by reason of or arising out of any act or omission by the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom at law the Owner is responsible or the Owner's ownership, operation, management or financing of the Affordable Rental Units or any part thereof, or the use and occupancy of the Affordable Rental Units by anyone.

4.02 Release

Except to the extent such advice or direction is given negligently, the Owner hereby releases and forever discharges the Municipality, its elected officials, board members, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns from and against all claims, demands, damages, actions or causes of action by reason of or arising out of advice or direction respecting the ownership, operation or management of the Proposed Building or any part thereof which has been or hereafter may be given to the Owner by all or any of them.

4.03 Survival

The covenants of the Owner set out in Sections 5.01 and 5.02 will survive termination of this Agreement and continue to apply to any breach of the Agreement or claim arising under this Agreement during the ownership by the Owner of the Lands or any Dwelling Unit therein, as applicable.

5. GENERAL PROVISIONS

5.01 Municipality's Power Unaffected

Nothing in this Agreement:

- (a) affects or limits any discretion, rights or powers of the Municipality under any enactment or at common law, including in relation to the use or subdivision of land;
- (b) affects or limits any enactment relating to the use of the Lands or any condition contained in any approval including any development permit concerning the development of the Lands; or
- (c) relieves the Owner from complying with any enactment, including the Municipality's bylaws in relation to the use of the Lands.

5.02 Agreement for Benefit of Municipality Only

The Owner and Municipality agree that:

- (a) this Agreement is entered into only for the benefit of the Municipality;

- (b) this Agreement is not intended to protect the interests of the Owner, any Unit Owner, any Occupant or any future owner, occupier or user of any part of the Proposed Building including any Dwelling Unit; and
- (c) The Municipality may at any time execute a release and discharge of this Agreement in respect of the Proposed Building or any Dwelling Unit therein, without liability to anyone for doing so.

5.03 Agreement Runs With the Lands

This Agreement burdens and runs with the Lands and any part into which any of them may be subdivided or consolidated, by strata plan or otherwise. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its successors and assigns, and all persons who acquire an interest in the Lands or in any Dwelling Unit after the date of this Agreement.

5.04 Release

The covenants and agreements on the part of the Owner and herein set forth in this Agreement have been made by the Owner as contractual obligations as well as being made pursuant to Section 905 of the *Local Government Act* (British Columbia) and as such will be binding on the Owner, except that neither the Owner shall be liable for any default in the performance or observance of this Agreement occurring after the Owner ceases to own the Lands or the Affordable Dwelling Units as the case may be.

5.05 Priority of this Agreement

The Owner will, at its expense, do or cause to be done all acts reasonably necessary to ensure this Agreement is registered against the title to each Dwelling Unit in the Proposed Building, including any amendments to this Agreement as may be required by the LTO or the Municipality to effect such registration, subject to the discharge provisions contained herein.

5.06 Agreement to Have Effect as Deed

The Municipality and the Owner each intend by execution and delivery of this Agreement to create both a contract and a deed under seal.

5.07 Waiver

An alleged waiver by a party of any breach by another party of its obligations under this Agreement will be effective only if it is an express waiver of the breach in writing. No waiver of a breach of this Agreement is deemed or construed to be a consent or waiver of any other breach of this Agreement.

5.08 Time

Time is of the essence in this Agreement. If any party waives this requirement, that party may reinstate it by delivering notice to another party.

5.09 Validity of Provisions

If a Court of competent jurisdiction finds that any part of this Agreement is invalid, illegal, or unenforceable, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

5.10 Extent of Obligations and Costs

Every obligation of a party which is set out in this Agreement will extend throughout the Term and, to the extent that any obligation ought to have been observed or performed prior to or upon the expiry or earlier termination of the Term, such obligation will survive the expiry or earlier termination of the Term until it has been observed or performed.

5.11 Notices

All notices, demands, or requests of any kind, which a party may be required or permitted to serve on another in connection with this Agreement, must be in writing and may be served on the other parties by registered mail, by facsimile transmission, or by personal service, to the following address for each party:

If to the Municipality:

District Municipal Hall
355 West Queens Road
North Vancouver, BC V7N 4N5

Attention: Clerks Department
Facsimile: (604) 984-9637

If to the Owner:

Attention:
Facsimile: (604)

Service of any such notice, demand, or request will be deemed complete, if made by registered mail, 72 hours after the date and hour of mailing, except where there is a postal service disruption during such period, in which case service will be deemed to be complete only upon actual delivery of the notice, demand or request; if made by facsimile transmission, on the first business day after the date when the facsimile transmission was transmitted; and if made by personal service, upon personal service being effected. Any

party, from time to time, by notice in writing served upon the other parties, may designate a different address or different or additional persons to which all notices, demands, or requests are to be addressed.

5.12 Further Assurances

Upon request by the Municipality, the Owner will promptly do such acts and execute such documents as may be reasonably necessary, in the opinion of the Municipality, to give effect to this Agreement.

5.13 Enuring Effect

This Agreement will enure to the benefit of and be binding upon each of the parties and their successors and permitted assigns.

6. INTERPRETATION

6.01 References

Gender specific terms include both genders and include corporations. Words in the singular include the plural, and words in the plural include the singular.

6.02 Construction

The division of this Agreement into sections and the use of headings are for convenience of reference only and are not intended to govern, limit or aid in the construction of any provision. In all cases, the language in this Agreement is to be construed simply according to its fair meaning, and not strictly for or against either party.

6.03 No Limitation

The word “including” when following any general statement or term is not to be construed to limit the general statement or term to the specific items which immediately follow the general statement or term similar items whether or not words such as “without limitation” or “but not limited to” are used, but rather the general statement or term is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of the general statement or term.

6.04 Terms Mandatory

The words “must” and “will” are to be construed as imperative.

6.05 Statutes

Any reference in this Agreement to any statute or bylaw includes any subsequent amendment, re-enactment, or replacement of that statute or bylaw.

6.06 Entire Agreement

- (d) This is the entire agreement between the Municipality and the Owner concerning its subject, and there are no warranties, representations, conditions or collateral agreements relating to this Agreement, except as included in this Agreement.
- (e) This Agreement may be amended only by a document executed by the parties to this Agreement and by bylaw, such amendment to be effective only upon adoption by Municipality Council of a bylaw to amend Bylaw 7956.

6.07 Governing Law

This Agreement is to be governed by and construed and enforced in accordance with the laws of British Columbia.

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the *Land Title Act* Form C that is attached hereto and forms part of this Agreement.

CONSENT AND PRIORITY AGREEMENT

GIVEN THAT:

- A. _____ (the "Owner") is the Registered Owner of the Land described in Item 2 of Page 1 of the Form C (the "Land");
- B. The Owner granted _____ (the "Prior Chargeholder") a Mortgage and Assignment of Rents registered against title to the Land in the Lower Mainland Land Title Office (the "LTO") under Nos. _____, as extended by _____ and _____, as extended by _____ (together, the "Prior Charge");
- C. The Owner granted to THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER (the "District") a Covenant attached to this Agreement and registered against title to the Land in the LTO immediately before registration of this Agreement (the "Subsequent Charge"); and
- D. Section 207 of the *Land Title Act* permits the Prior Chargeholder to grant priority over a charge to the District as Subsequent Chargeholder.

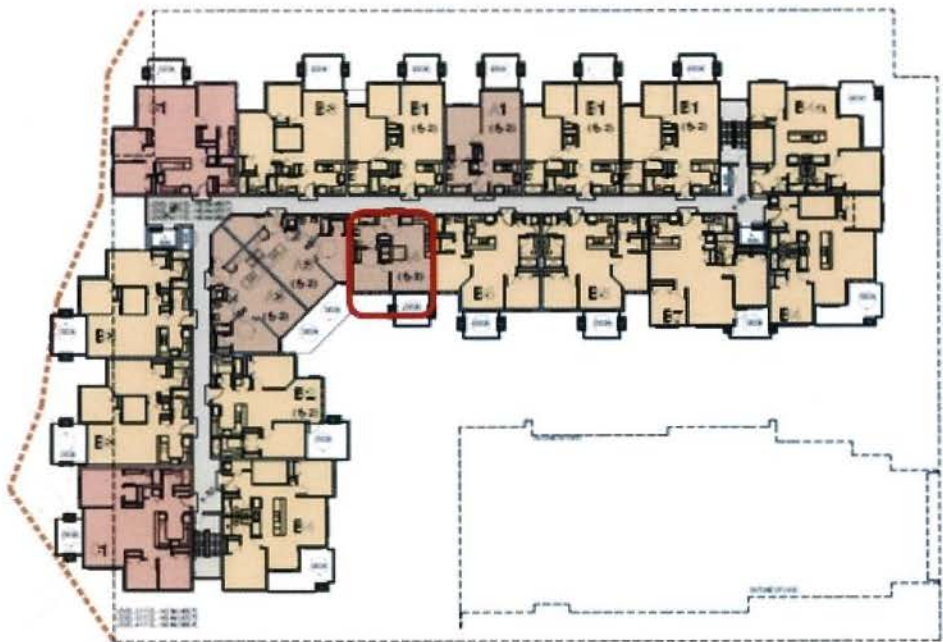
THEREFORE this Agreement is evidence that in consideration of \$1.00 and other good and valuable consideration received by the Prior Chargeholder from the District (the receipt and sufficiency of which the Prior Chargeholder acknowledges):

- 1. The Prior Chargeholder consents to the granting and registration of the Subsequent Charge and the Prior Chargeholder agrees that the Subsequent Charge shall be binding upon their interest in and to the Land.
- 2. The Prior Chargeholder grants to the District, as a Subsequent Chargeholder, priority for the Subsequent Charge over the Prior Chargeholder's right, title and interest in and to the Land, and the Prior Chargeholder postpones the Prior Charge and all of their right, title and interest thereunder to the Subsequent Charge as if the Subsequent Charge had been executed, delivered and registered prior to the execution, delivery and registration of the Prior Charge.

As evidence of its agreement to be bound by the terms of this instrument, the Prior Chargeholder has executed the Land Title Office Form C to which this Agreement is attached and which forms part of this Agreement.

SCHEDULE "A"

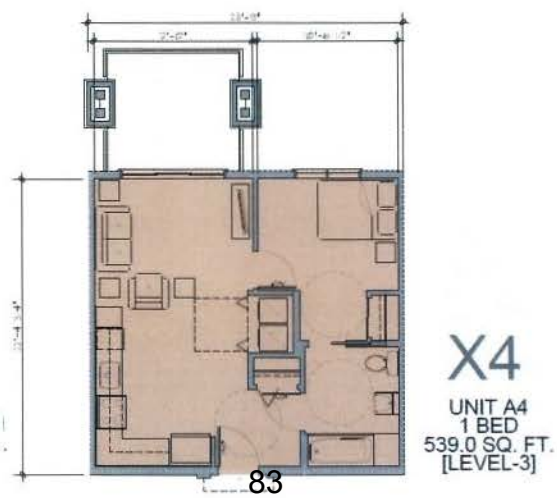
Building Floor Plan: Four Units Total - One Unit on each of Level 1, Level 2, Level 3, and Level 4



Building Cross Section: Affordable Rental Units shown in Outlined area



Unit Floor Plan: Four Units Total



SCHEDULE "B"**RIGHT OF FIRST REFUSAL**

THIS AGREEMENT dated for reference the ____ day of _____, 2013

BETWEEN:

(the "Owner")

AND:

THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER, a municipality incorporated under the *Local Government Act* and having its office at 355 West Queens Rd, North Vancouver, BC V7N 4N5

(the "District")

THIS AGREEMENT is evidence that in consideration of payment of \$10.00 by the District to the Owner and other and valuable consideration, the receipts of which is acknowledged by the Owner, the Owner grants to the District a right of first refusal (the "RFR") to purchase the Strata Lots on the following terms and conditions:

1. Definitions – In this Agreement:

- (a) "Arm's length" has the same meaning as that term has in the *Income Tax Act* of Canada and amending Acts;
- (b) "Bona Fide Offer" means an offer to purchase the Strata Lots:
 - (i) in writing;
 - (ii) signed by an Outside Offeror;
 - (iii) only in its entirety and no other property, rights or assets;
 - (iv) in a form legally enforceable against the Outside Offeror and subject to no conditions which are not capable of being waived by the Outside Offeror;
 - (v) providing for a deposit of not less than 10% of the proposed purchase price within 72 hours of the removal or waiver of all conditions; and
 - (vi) providing that if the District does not exercise its right of first refusal as set forth in this Agreement, the Outside Offeror will grant to the District a right of first refusal (the "New RFR") to purchase the Strata Lots upon the same terms and conditions as are set forth in this Agreement;

- (c) "Business Day" means Monday to Friday inclusive except for those excluded days declared by lawful authority as holidays, excluding any day that the LTO is not open for business;
 - (d) "Expiry Time" with respect to any offer made by the Owner to the District under section 4, will be 5:00 PM in the afternoon on the 30th Business Day after receipt by the District of such offer. In determining such time the day such offer is received will be excluded;
 - (e) "LTO" means the Lower Mainland Land Title Office or its successor;
 - (f) "New RFR" has the meaning given to it in subsection 1(b)(vi);
 - (g) "Outside Offeror" means a purchaser or prospective purchaser of all four of the Strata Lots who deals at arm's-length with the Owner;
 - (h) "Strata Lots" means the four strata parcels described in Item 2 of the Form C General Instrument Part 1 to which this Agreement is attached and which forms part of this Agreement; and
 - (i) "Term" means that period of time from and after the date of this Agreement to and including January 1, 2075
2. Restrictions on Sale – During the Term, the Owner will not sell, transfer or otherwise convey any of the Strata Lots except:
- (a) for consideration payable entirely in lawful money of Canada;
 - (b) to an Outside Offeror;
 - (c) pursuant to a Bone Fide Offer; and
 - (d) in accordance with, and to the extent permitted by, the terms of this Agreement.
3. Notice of Bone Fide Offer – If, at any time and from time to time during the Term, the Owner receives a Bona Fide Offer from an Outside Offeror, which Bona Fide Offer the Owner is willing to accept, then the Owner will deliver written notice (the "Notice") immediately to the District that the Owner has received such Bona Fide Offer, and listing the liens, charges and encumbrances subject to which the Strata Lots are to be conveyed, and will deliver to the District with the Notice a photocopy of such Bona Fide Offer, certified by the Owner to be a true copy.
4. Notice as Offer – The Notice will be deemed to constitute an offer by the Owner to the District to sell the Strata Lots to the District on and subject to all the terms and conditions set forth in such Bone Fide Offer, except that the purchase price will be the lesser of: (a) the price set forth in such Bona Fide Offer; or (b) \$_____, being the actual price paid by the Owner for the Strata Lots.

5. Offer Irrevocable – The offer by the Owner to the District under section 4 will be irrevocable and may not be withdrawn by the Owner until after the Expiry Time.
6. Acceptance of Offer – Upon receipt of the Notice, the District will have the exclusive first right, exercisable up to and including but not after the Expiry Time, to deliver to the Owner written notice (the “Acceptance”) that the District will purchase the Strata Lots upon the terms and conditions set forth in such Bona Fide Offer for a purchase price equal to the lesser of: (a) the price set forth in such Bona Fide Offer; or (b) \$ _____, again being the actual price paid by the Owner for the Strata Lots.
7. Contract of Purchase and Sale – Upon receipt by the Owner of the Acceptance, a binding contract of purchase and sale for the Strata Lots will be constituted between the Owner and the District, which contract will be completed in the manner provided in such Bona Fide Offer as if the District were the Outside Offeror.
8. Sale to Outside Offeror – If the Owner does not receive the Acceptance before the Expiry Time, then the Owner may complete the sale to the Outside Offeror as provided for in such Bona Fide Offer in strict compliance with the terms respectively set forth in the Bona Fide Offer. In such case, the District will cause its solicitors to deliver a discharge of this Agreement to the solicitors for the Owner on receipt of satisfactory undertaking from the solicitors for the Owner that the discharge will only be registered if that sale to the Outside Offeror is completed strictly in compliance with the terms of the Bona Fide Offer and as an all or nothing package including the New RFR. If the Sale to the Outside Offeror is not so completed, then any subsequent sale to any person or corporation may be made only if all the requirements of the Agreement are again complied with, and the RFR will survive and continue in full force and effect.
9. Notices – All notices required or permitted to be given under this Agreement will be in writing and will be given by personal service or by prepaid registered post, at the following addresses:

- (a) If to the Owner:

Attention:

- (b) If to the District

The Corporation of the District of North Vancouver
355 West Queens Rd
North Vancouver, BC V7N 4N5

Attention: Municipal Clerk

Fax: (604) 984-9637

or to such other address as either party may provide in writing to the other under this Agreement. Any notice will be deemed to have been received by the party to whom it is addressed if personally served, when served, and if mailed, on the fourth Business Day after such mailing provided that if mailed, a mail strike, slowdown, labour or other dispute which might affect delivery of such notice by mails, then such notice will only be effective if actually delivered.

10. Time – Time is of the essence.
11. Governing Law – This Agreement will be governed and construed in accordance with the laws of the Province of British Columbia.
12. References – Wherever the singular or masculine is used in this Agreement the same will be deemed to include references to the plural, feminine or body corporate, as the case may be.
13. Construction – The division of this Agreement into sections, and the insertion of headings are for convenience or reference only and are not to effect the construction or interpretation of this Agreement.
14. Enurement - This Agreement will enure to the benefit of and be binding upon the respective successors, heirs, executors, administrators and assigns of the parties.
15. Execution - By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

As evidence of their agreement to be bound by the terms of this instrument, the parties each have executed and delivered this Agreement under seal by executing Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.

SCHEDULE "C"

**ADAPTABLE DESIGN GUIDELINES
ENHANCED FEATURES
LEVEL THREE**

The following are general guidelines. Specifics should be determined by reference to the likely needs of the residents. In addition, advances in technology may affect many features at this level.

Entrance	Unobstructed access to building	Enable a person using a cane, walker, or wheelchair to gain entry
Entrance	Outside stairs – colour contrast on nosing of each stair	Assist visually impaired
Entrance	Unobstructed access from parking levels containing accessible parking, including 122 cm or 48 inch wide corridors and 61 cm or 24 inch clear wall space adjacent to door latch	Permit mobility of those with walkers and chairs
Entrance	Easy to read building address numbers (10 cm or 4 inch letters in contrasting colours)	Assist visually impaired
Entrance	Good lighting both outside and inside building entrance	Assist visually impaired
Entrance	Canopy over entrance and door phone (91 cm x 91 cm or 36 inch x 36 inch)	Shelter for those with mobility impairment
Entrance	Enter phones, elevator and door bells at 106 cm or 42 inch above floor	Permit those in wheelchair to reach buttons
Entrance	Accessible mailbox with turning space beside	To permit wheelchair users to access
Entrance	Provide wiring for automatic door opener	Permit installation
Entrance and doors	91 cm or 36 inch doors at entry and throughout building	Permit wheelchair access
Entrance	Unobstructed access to building	Enable person using a cane, walker, wheelchair to gain entry
Entrance	Outside stairs-colour contrast on nosing of each stair	Assist the visually impaired
Entry/foyer	No polished finish on floors	Reduce slipping
Doors	Flush thresholds throughout (13mm or ½ inch)	Assist those with walkers and/or visual impairment
Doors	Lever door handles	Assist those with mobility problems
Circulation/corridors	Minimum of 122 cm or 48 inch wide (except service entrance)	Permit movement of wheelchairs

Circulation	Contrasting colour signage in common areas	Assist visually impaired
Bedroom/living room	Wiring for visual alarm system in living room and min. of one bedroom (Connect to fire alarm system)	Permit installation of a warning alarm for hearing impaired
Bedroom	Duplex outlet beside telephone jack	Permit installation of electronic equipment
Unit entry doors	Adjustable door closers to reduce force necessary to open door to 5 lbs. (22N)	Permit the frail to open door
Unit entry doors	Add a second peep hole at 104 cm or 41 inches	
Corridors/circulation	Corridors-minimum 152 cm or 60 inch wide (except service areas)	Permit movement of wheelchairs
Corridors/circulation	Provide 152 cm or 60 inch turning radius outside and inside entry corridor of each unit	Permit movement of wheelchair
Interior doors	86 cm or 34 inches clear door opening, pocket doors in small spaces with heavy duty hardware and D-handles	Mobility and ease of operation for those with walkers, chairs, and/or who are frail
Balconies and patios	Min. 86 cm or 34 inch wide clear opening, level thresholds (1/2" or 1.3 cm) and 152 cm or 60 inch turning radius on balcony	
Windows	Prefer an opening mechanism a max of 117 cm or 46 inch above floor, easy grasp levers	Allow mobility impaired to operate
Windows	Sills max of 76 cm or 30 inch above floor	Allow those in chairs to see and use
Electrical	Switches and thermostats max of 106 cm or 42 inch above floor	Allow wheelchair users to reach
Electrical	Electrical outlets, cable outlets, telephone jacks not lower than 46 cm or 18 inch above floor	Reduce need to bend low
Electrical	Wiring for visual alarm system in living room and one bedroom connected to fire alarm system	Strobe or other device for the hearing impaired
Electrical	Rocker switches	For those with arthritis
Electrical	Provide wiring for automatic door opener and strike at a unit entry	To permit inexpensive addition of an automatic door opener for those with severe mobility difficulties
Electrical/phone	Duplex outlets beside phone jacks	To permit installing monitoring equipment
Kitchen	Continuous counter between sink and stove	Allow frail to slide pans across

Kitchen	Pull out work boards at 81 cm or 32 inch height	Permit those in wheelchair to prepare meals
Kitchen	Adjustable shelves in all cabinets; D cabinet handles	Permit access by those with mobility impairment
Kitchen	Lever faucet handles	Permit easy use
Kitchen	Provide 152 cm of 60 inch turning radius	Enable use of wheelchair
Kitchen	Provide sufficient space for future installation of cook top, wall oven and side by side frig; provision for removal of sink cabinet and lowering of countertop height	Enable full use by wheelchair
Kitchen	Some electrical switches and outlets at front of counters	To enable those in a wheelchair to reach
Kitchen	Continuous counter between sink and stove	Allow pans to be slid, not lifted
Kitchen	Adjustable height workspace min. 81 cm or 32 inch between sink and stove	Enable those in wheelchair to prepare foods
Kitchen	Lowest shelf of cupboard 137 cm or 54 inch above floor	To enable those in wheelchair to reach
Bathroom	Solid backing provided in walls of tub/shower, toilet area, and behind towel bars	Permit installation of grab bars
Bathroom	Pressure balanced tub/shower valves (as per code)	Prevent scalding
Bathroom	Adjustable height shower head or hand held shower head on adjustable bracket	Enable sit down showers
Bathroom	Offset plumbing for vanity	Allow for later adaptation for wheelchair
Bathroom	Toilet located adjacent to wall	Allow for transfer to toilet seat from chair
Bathroom	Provide entry and turning radius within bathroom for wheelchair.(removal of a vanity cabinet if nec.)	Wheelchair mobility
Bathroom	Tub control valve placed at outer edge of tub with spout in middle	Permit filling tub without bending or reaching
Min. of one Bathroom	Adaptable to permit entry and wheelchair turning radius (cabinet removal if nec.)	Permit use by wheelchair
Min. of one bathroom	Provide swing out door or pocket door	Access by wheelchair
Min. of one bathroom	Turning radius of 152 cm of 60 inch for wheelchair	Use by wheelchair
Min. of one bathroom	Space under sink min. 81 cm or 32 inch wide	To allow access by wheelchair

Min. of one bathroom	Provide for future installation of a wheelchair accessible shower with 1.3 cm or ½ inch threshold	Wheel in shower
Min. of one bedroom	Sufficient manoeuvring space between closet and double bed	Wheelchair access
Bedroom	Three way switched outlet near bed and doorway	Allow person in bed to control lights
Flooring	Non-glare kitchen floors, slip resistant bathroom flooring; and high-density low loop carpet with max. 1.3 cm or ½ inch underlay	
Flooring	High density, low loop carpet	Ease mobility/wear and tear walker/wheelchair users. Wheelchair users prefer no underlay
Laundry facilities	Provide front loading side by side washer dryer in unit or in accessible common area 122 cm or 48 inch manoeuvring space in front of washer/dryer	Permit use by those in a wheelchair

SCHEDULE "D"

Statutory Declaration

CANADA)	IN THE MATTER OF A HOUSING AGREEMENT with
)	the District of North Vancouver ("Housing
PROVINCE OF BRITISH COLUMBIA)	Agreement")
)	
)	
)	
)	

I, _____, OF _____, British Columbia, do solemnly declare:

1. That I am the Owner of the four strata Lots legally described as [insert legal] and make this declaration to the best of my personal knowledge.

[or]

That I am the _____ (director, officer, employee) of the Owner of the four strata lots legally described as [insert legal] and [make this declaration to the best of my personal knowledge] [have been informed by _____ and believe the statement in this declaration to be true].

2. This declaration is made pursuant to the Housing Agreement in respect of the four strata lots.
3. For the period from _____, _____ to _____, _____, all of the aforesaid strata lots were occupied by Eligible Persons, whose names and addresses appear below, and in accordance with the Housing Agreement.

Name of Eligible Person	Age of Eligible Person	Other Resident(s) of Dwelling Unit	Apt. No.

4. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

SWORN BEFORE ME at the _____, in the
Province of British Columbia, this ____ day of ____
_____, 2010.

A Commissioner for Taking Affidavits for British Columbia

)
)
)
)
)
)
) **Signature of person making declaration**
)

- END OF DOCUMENT -

ROCKANDEL&ASSOCIATES

*Building Success Through Process Facilitation,
Community Engagement & Partnership Planning*

**PUBLIC INFORMATION
MEETING SUMMARY REPORT**

To: Michael Hartford, Community Planner, District of North Vancouver
Ben Cooper, Marcon Developments Ltd

From: Catherine Rockandel, IAF Certified Professional Facilitator, Rockandel & Associates
Tel: 1-604-898-4614 E: cat@growpartnerships.com

Re: Public Information Meeting Summary for Lynn Valley United Church Project
3205 Mountain Highway, North Vancouver

Date: June 19, 2013

Event Date: Tuesday, June 18, 2013

Time: 6:00 PM – 9:00 PM

Location: Lynn Valley Elementary School, 3207 Institute Road, North Vancouver

Attendees: Ninety (90) citizens signed in for the Public Meeting

Comment Forms: 49 completed forms were provided to Michael Hartford, DNV Planning

NotificationFlyer Invitation

Information packages/invites were sent to two hundred and thirty (230) residential properties, businesses and institutions in the neighbourhood on June 4th. The distribution area was greater than the District of North Vancouver 75 metre requirements.

Site Signs

One (1) sign was erected on the site on June 3, 2013, notifying the community of the meeting.

Newspaper Advertisement

Advertisements were placed in the North Shore News, on June 12 and June 14, 2013

Attendees: A total of ninety (90) citizens were in attendance. In addition the following project team members, and District of North Vancouver staff were in attendance.

District of North Vancouver (DNV)

Michael Hartford, Community Planner (MH)

Project Team

Ben Cooper, Marcon Developments

Nic Paoletta, Marcon Developments

Bud Eaton, Marcon Developments

Marco Paoletta, Marcon Developments

Wolf-Christian Stange, Marcon Developments

Doug Purdy, LPA Development Consultants

Ken MacKeen, Lynn Valley United Church, Building Committee

Lynn Valley United Church Project
Public Information Meeting Summary
June 18, 2013

John Bruce, Lynn Valley United Church, Building Committee

Liz Barnett, Executive Director, North Shore Disability Resource Centre

Architecture:

Bryce Rositch, Partner, Rositch Hemphill Architects

Landscape Architect:

Gerry Eckford, Principal, ETA, Landscape Architects

Transportation Planning:

Jane Farquharson, Principal, Bunt & Associates

Facilitator

Catherine Rockandel, Rockandel & Associates

PUBLIC COMMENT: Q & A (Index: Q: Questions C: Comment A: Answers)

Q1: The project has a proposed contribution of housing for the North Shore Disability Resource Centre (NSDRC). I am aware of projects that during the development process the commitment for affordable housing has been lost (Comox Street example). This project seems wonderful, however will the commitment for the housing be built into a bylaw?

A1: The church and joint venture partner are committed to enter in an agreement with NSDRC. (MH) Speaking from the District's perspective we are relatively early in this process. Our expectation is that this project would have a housing agreement with a bylaw associated with it. The agreement would be registered on the title of the property.

C1: I am very pleased to hear that and am in support of the project

C2: I live in the building across the street on Harold Street on the third floor. I am totally concerned about the traffic. I have lived here for 20 years and it is pretty quiet and now I am going to have a 140 people driving past my deck and bedroom. In the evening the AA people are at the church with 200 cars parked all over the place. I am concerned that the church is not thinking about the neighbours by putting up a four-storey building. Another thing there is left hand turn signal off Mountain Highway that is on for two seconds so only one or two cars can get through.

C3: My concern is also the parking and the left hand turn light. I think you can get 2.5 cars through if you speed. The planners are not realistic who owns half or one third of a car. I think AA is quite good but the parking business at night is an issue not sure how you are going to accommodate them.

Q4: Do your studies on number of cars per unit include downtown Vancouver? Do you feel that given the existing transit on the North Shore going down from 1.8 cars per unit to 1.3 is going to be adequate, as I don't agree because I think transit on the North Shore is completely inadequate.

A4: The Metro Van study of 1.33 car average does not include downtown Vancouver residential or UBC. District's bylaw requirement is 1.8 but auto ownership patterns on the North Shore

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indicate an average of 1.33 per unit.

Q5: We got the notice of this project in the mail and I looked at it and thought this is fair. It is in the spirit of the community. It is not a skyscraper. However, this is clearly outside of the circle of the town centre mapped out in the District's documents. What is going to stop other Churches in the area from expanding?

A5: District OCP sets out general vision for entire municipality. This property is adjacent to Lynn Valley plan area but the District would evaluate this property the same way it evaluates any piece of institutional property for a change in designation and land use. This is not a precedent for any other institutional properties to redevelop. The institutional use remains on this site.

Q6: I would like to know if \$300,000 in a community amenity is enough to relocate the daycare and two what is the District going to do to ensure the daycare is staying here in the community. It is hard to find good daycare.

A6: Under this proposal, the church and the daycare would have to relocate for two years during construction if the project is approved. The Church team has been working closely with Sandra for the past two years and we will continue to assist her to seek other options for the daycare. We have been in conversations with District to explore options but have been unsuccessful in helping her find a suitable alternate location in Lynn Valley to date.

Q7: I live next store on the first floor and am going to be greatly affected by a 48-foot wall in front of my unit. Why did District designate that Harold had to be the exit for the driveway when for the last 50-60 years it has been on Mountain Highway. Harold is a dead end street.

A7: The transportation consultants spoke with District's transportation engineer. The District has a bylaw that requires vehicle access to be on lower order road as part of its road classification system. Any redevelopment triggers the relocation of the driveway in accordance with the bylaw to preserve safe traffic flows in this case on Mountain Highway.

C8: I am the father of a special needs son, the publisher of local website called Lynn Valley Life. We get lots of inquiries for parents looking for space for their children and finally as a real estate agent I do see downsizers and young families that do not want to live in towers. I may be involved in selling the units but regardless I am in support of this development because it meets a need in community.

C9: I live next store. Lynn Valley has always been three-storeys because we like to see the trees. This is probably going to set precedent to more four storey units. Adding 75 units in a super busy corner a block away from Lynn Valley centre is not going to make it anymore quiet. In addition the proximity of the building to our building – 20 feet away once you include the balcony. Another issue is child safety, there will not be a drop off zone anymore so parents will drop off kids a block away and they will have to cross multiple driveways and roadways to access the school.

Q10: Complement the District of North Vancouver for thinking about people with disabilities. I have reservations about the traffic safety. I don't see how 1.3 parking stalls are going to accommodate a loading zone for people with disabilities or serve people that age.

A10: We need to clarify the number of handicap stalls as not sure of the number. There will be

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a short term parking area on Mountain Highway for loading and unloading and in the underground parking there will be extra wide spaces for accessible van maneuvering

Q11: Have you looked at what can be done in area to address existing traffic accessing upper Lynn Valley and to accommodate the increase in traffic? I also would like to know is it owner only or rental suites?

A11: The District is doing broader traffic studies as part of the Lynn Valley town centre planning. This site is not generating enough traffic to require a formal detailed traffic assessment. We did a high-level traffic review because the developer wanted to make sure they addressed the community questions about traffic. The building is a condominium building so it is strata ownership. The NSDRC will own four of the units and these will be rented to people with disabilities who will be long-term tenants. (MH) The District is in the process of completing a transportation study relative to Lynn Valley town centre.

C12: This proposal allows us (the church) to have conversations with our neighbours. We want to do Church differently. Our building is about serving the community right next door. Our goal is to be in a new conversation with the community. We are delighted with the quality of the inquiry and conversation. We are in offices regularly and invite you to come and visit us to learn why the church is doing this project.

C13: I support the project. My concern is the 1.8 parking stalls. I think this number is realistic because of the North Shore's transit issues. I have to drive my son down to the Seabus on Sundays to work. As well with the cost of apartments couples need to work so you will need two cars, as you won't have the same shifts. Maybe you should consider knocking it down a floor to three so you can accommodate more parking and it will fit into neighbourhood.

C14: I live across from the church and my concern is traffic. Harold Road services our two apartment buildings and there is no turnaround or waiting area so you have to back up if cars are in queue to exit. Also where are children going to go if you are taking away the daycare? For the kids walking to school the traffic creates safety concerns.

C15: I live on the first floor of the 3275 building. I am not excited about two years of construction and a big wall being put up in front of my place. I am surprised about the overall size of the building maximized to the edge of the property. I think you should incorporate more trees into the front and on the two sides of the building. This would create more space and privacy for neighbours.

Q16: Why put all the windows on the outside? Why have you not considered the privacy of neighbouring buildings? Also the District picks up garbage on Harold. How is that going to affect traffic? There will be three dumpsters now on the street

A16: (MH) Waste disposal is an issue for buildings in the District. Developers don't like it but we require a holding area for dumpsters on private property.

Q17: I live on Argyle and catch 210 bus to go downtown to work. Waiting in rain is horrible particularly for women with small children. I would like to ask the District to use its influence to get a proper bus shelter or do itself to help reduce reliance on cars.

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C18: Our building is already shifting, how will it be affected by huge hole next to us, and how will the creek and trees behind us be affected? It seems you are trying to maximize your dollar per square foot by going right to the edge of the property. I have no issue that you are trying to do this to get a new church but also to create a legacy and make some money off of it. You are doing that to the detriment of the community that live around you.

A18: There is a DNV requirement during construction that all adjacent properties be well protected.

C19: I am from the church and wanted to share our intention is to connect with the community. There are lots of people here hearing your concerns. Your concerns are being heard and we appreciate your perspectives. There are things that have come up that are good points. This will help us move forward within the trade offs that there always are.

Q20: During construction phase where do dump trucks and cement trucks park, while they are waiting to get load as Harold Road is a fire road?

A20: We are required by the DNV to come up with a construction traffic management plan that is approved by engineering that outlines the marshaling area for trucks, deliveries to site and a noise bylaw that we have to abide by. We have a good neighbor policy so neighbours know our site managers phone numbers to deal with any issues that might arise. We try to minimize construction impacts through a consultative process.

Q21: Has there been consideration for trickle down effect of traffic from all other developments in area and other uses such as school pick up and drop off?

A21: We have done a high-level traffic assessment but have not looked at pick -ups and drop offs not happening on the site. In terms of the traffic impact effects from all other development, this would be addressed through the transportation plan associated with the ongoing Lynn Valley Town Centre Plan process.

C22: I would like to suggest that the District do a study on Harold Road because it is a 24 foot wide road that will have a 140 more cars going on it, no stop signs for people leaving parking lots, trucks turning, people u-turning when they drop children off etc to evaluate the impact. Also I would love to see building three storeys instead of four.

Q23: What are all the variances that this project is asking for from the District? How many bylaws have to be changed to make this proposal happen?

A23: (MH) The starting point is the OCP designation so there would be a bylaw to allow for residential on site in concert with institutional use. There would be a second bylaw to allow for re-zoning for construction of a residential building. The third bylaw would be an agreement to secure the housing units for the North Shore Disability Resource Centre. The zoning for this site is customized to allow the church and the condominium built on site. Not legally a variance but it is a difference from nearby properties. There will not legally be a variance for parking because the required parking supply will be written into zoning. It will be a different parking ratio than the District parking bylaw requires.

Q24 How long is the construction timeline? How long does it take to dig the hole?

A24: The construction process is 18 months. The r excavation will require about 6 weeks.

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PUBLIC HEARING

3201-3205 Mountain Highway Redevelopment of Lynn Valley United Church

What: A Public Hearing about redevelopment of the existing church site. The proposed development will consist of a new church, and a four storey building with 71 strata-title units and four affordable rental units (owned by the North Shore Disability Resource Centre).

When: 7 pm, Tuesday, March 18, 2014

Where: Council Chambers, North Vancouver District,
355 W. Queens Road

Proposed*



Site Map



* Provided by applicant for illustrative purposes only. The actual development, if approved, may differ.

When can I speak? We welcome your input **Tuesday, March 18, 2014 at 7 pm.** You can speak in person by signing up at the Hearing or you can provide a written submission to the Municipal Clerk at input@dnv.org or by mail before the conclusion of the Hearing.

Need more info? All relevant background materials and copies of the two bylaws are available for review at the Municipal Clerk's Office, Monday to Friday 8 am to 4:30 pm or online at dnv.org/public_hearing.

Questions? Michael Hartford, Community Planner, mhartford@dnv.org or 604-990-2316.



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