

# AGENDA

## *PUBLIC HEARING*

**Tuesday, January 27, 2015**

**7:00 p.m.**

**Council Chamber, Municipal Hall  
355 West Queens Road,  
North Vancouver, BC**

**Council Members:**

Mayor Richard Walton

Councillor Roger Bassam

Councillor Mathew Bond

Councillor Jim Hanson

Councillor Robin Hicks

Councillor Doug MacKay-Dunn

Councillor Lisa Muri



NORTH VANCOUVER  
DISTRICT

[www.dnv.org](http://www.dnv.org)

THIS PAGE LEFT BLANK INTENTIONALLY

---

## PUBLIC HEARING

7:00 p.m.  
Tuesday, January 27, 2015  
Municipal Hall, Council Chambers  
355 West Queens Road, North Vancouver

**1. OPENING BY THE MAYOR**

**2. INTRODUCTION OF BYLAW BY CLERK**

**The District of North Vancouver Rezoning Bylaw 1317 (Bylaw 8080)**

*Purpose of Bylaw:*

Bylaw 8080 proposes to amend the District's Zoning Bylaw to create a new Comprehensive Development Zone 83 (CD83) and rezone 1591 Bowser Avenue from C9 to CD83 enabling the development of a 16 unit, three-storey apartment building with underground parking.

**3. PRESENTATION BY STAFF**

Presentation: Doug Allan, Community Planner

**4. PRESENTATION BY APPLICANT**

Presentation: Douglas R. Johnson, Architect

**5. REPRESENTATIONS FROM THE PUBLIC**

**6. QUESTIONS FROM COUNCIL**

**7. COUNCIL RESOLUTION**

*Recommendation:*

THAT the January 27, 2015 Public Hearing be closed;

AND THAT "The District of North Vancouver Rezoning Bylaw 1317 (Bylaw 8080)" be returned to Council for further consideration.

**8. CLOSING**

THIS PAGE LEFT BLANK INTENTIONALLY

# **The Corporation of the District of North Vancouver**

## **Bylaw 8080**

A bylaw to amend the District of North Vancouver Zoning Bylaw 3210, 1965

---

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

### **1. Citation**

This bylaw may be cited as "District of North Vancouver Rezoning Bylaw 1317 (Bylaw 8080)".

### **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 83      CD83"**

**The CD83 Zone is applied to:**

Lot 11, Block A, District Lot 825, Plan 7431  
(PID: 010-618-007)

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

**" 4B83 Comprehensive Development Zone 83 CD83**

**4B83-1) Intent:**

The purpose of the CD83 Zone is to establish specific land use and development regulations for a 16 unit apartment building.

**4B83-2) Uses:**

The following *principal uses* shall be permitted in the Comprehensive Development 83 Zone:

(a) Uses Permitted Without Conditions:

(i) Residential building, low rise apartment;

(b) Conditional Uses:

(i) Live-work use;

**4B83-3) Conditions of Use:**

The use of land, buildings and structures for live-work use is permitted subject to the following conditions:

(a) Live-work use is limited to the ground floor of the building;

(b) Businesses within a live-work use are limited to the following uses only, as defined in Part 2A of the Zoning Bylaw, 1965:

- (i) Office use; and
- (ii) Personal service use;

(c) The following uses are specifically prohibited in a live-work use:

- (i) Dating service;
- (ii) Exotic dancer business;
- (iii) Gun shops;
- (iv) Social escort business or other similar business; and
- (v) Tattooing, piercing, branding or other similar service;

(d) A live-work use may not be used solely for business purposes;

(e) The business component of a live-work use must be conducted by a resident of the dwelling unit in which live-work use is permitted and not more than 3 persons may be engaged at one time in a business in a live-work use;

(f) All materials, equipment and products associated with a business in a live-work unit shall be stored within the building;

(g) No vibration, noise, heat, glare, odour, or electrical interference shall be detectable from outside the live-work premises and no excessive traffic or air pollution shall be generated by a business in a live-work use;

(h) No operations, displays or signs shall be visible from outside the premises of a live-work use with the exception of a sign name-plate not exceeding one square foot in area;

(i) No commodity may be sold in a live-work use except that which is permitted to be made in a live-work use;

#### **4B83-4) Accessory Uses:**

- (a) *Accessory uses* are permitted and are limited to:
  - (i) Home occupations in accordance with the regulations in Section 405 of the Zoning Bylaw, 1965.

#### **4B83-5) Density:**

- (a) The maximum permitted density in the CD83 Zone is limited to a floor space ratio (FSR) of 1.0;
- (b) For the purposes of calculating floor space ratio, the area of underground parking garages, underground mechanical rooms, underground garbage and recycling collection areas, underground storage areas and, above ground electrical and mechanical rooms, is exempted.

#### **4B83-6) Amenities:**

Despite section 4B83-5, density in the CD83 Zone is increased to a maximum floor space ratio of 1.68, inclusive of any density bonus for energy performance, if the owner:

1. contributes \$111,850 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): public art; park, trail, environmental or other public realm improvements; municipal or recreation service or facility improvements; and/or the affordable housing fund; and
2. enters into a Housing Agreement to ensure that all units in the building may be rental units;

#### **4B83-7) Maximum Principal Building Size:**

Not applicable

#### **4B83-8) Setbacks:**

Buildings and structures shall be set back from property lines to the principal building face in accordance with the following regulations:

- a) North - 0m (0ft.);
- b) East - 2.3m (7.5ft.);
- c) South - 2.4m (7.9ft.);
- d) West - 9.6m (31.5ft.).

**4B83-9) Building Orientation:**

Not applicable

**4B83-10) Building Depth and Width:**

Not applicable

**4B83-11) Coverage:**

Buildings, structures, parking spaces, loading spaces and driveways shall not occupy more than 74% of the lot area;

**4B83-12) Height:**

- (a) For a building with a maximum FSR of 1.0, the building is limited to a maximum of two storeys and a maximum permitted height, as measured to the top of the roof parapet, of 8m (26.25ft.); or,
- (b) For a building with a maximum FSR of 1.68 as contemplated in Section 4B83-6, the building is limited to a maximum of three storeys and a maximum permitted height, as measured to the top of the roof parapet, of 11m (36ft.);

**4B83-13) Acoustic Requirements:**

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

**4B83-14) 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.



**4B83-15) Subdivision Requirements:**

Not Applicable

**4B83-16) Additional Accessory Structure Regulations:**

Not applicable.

**4B83-17) Parking and Loading Regulations:**

- (a) A minimum of 22 parking spaces are required, inclusive of designated visitor parking and parking for persons with disabilities;
  - (b) A minimum of 1 parking space designated for persons with disabilities is required;
  - (c) A minimum of 2 parking spaces are required for designated visitor parking;
  - (d) All regular, small car and handicapped parking spaces shall meet the minimum width and length standards established in Part 10 of the Zoning Bylaw, exclusive of building support columns;
  - (e) All manoeuvring aisles shall be a minimum of 6.79m (22.3ft.) wide; and
  - (f) A minimum of 7 Class 2 bicycle parking spaces are required."
- (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 Marine Drive Commercial Zone (C9) to Comprehensive Development Zone 83 (CD 83).

**READ** a first time December 15<sup>th</sup>, 2014

**PUBLIC HEARING** held

**READ** a second

**READ** a third time

Certified a true copy of Bylaw 8080 as at Third Reading

---

Municipal Clerk

**APPROVED** by the Ministry of Transportation and Infrastructure on

**ADOPTED**

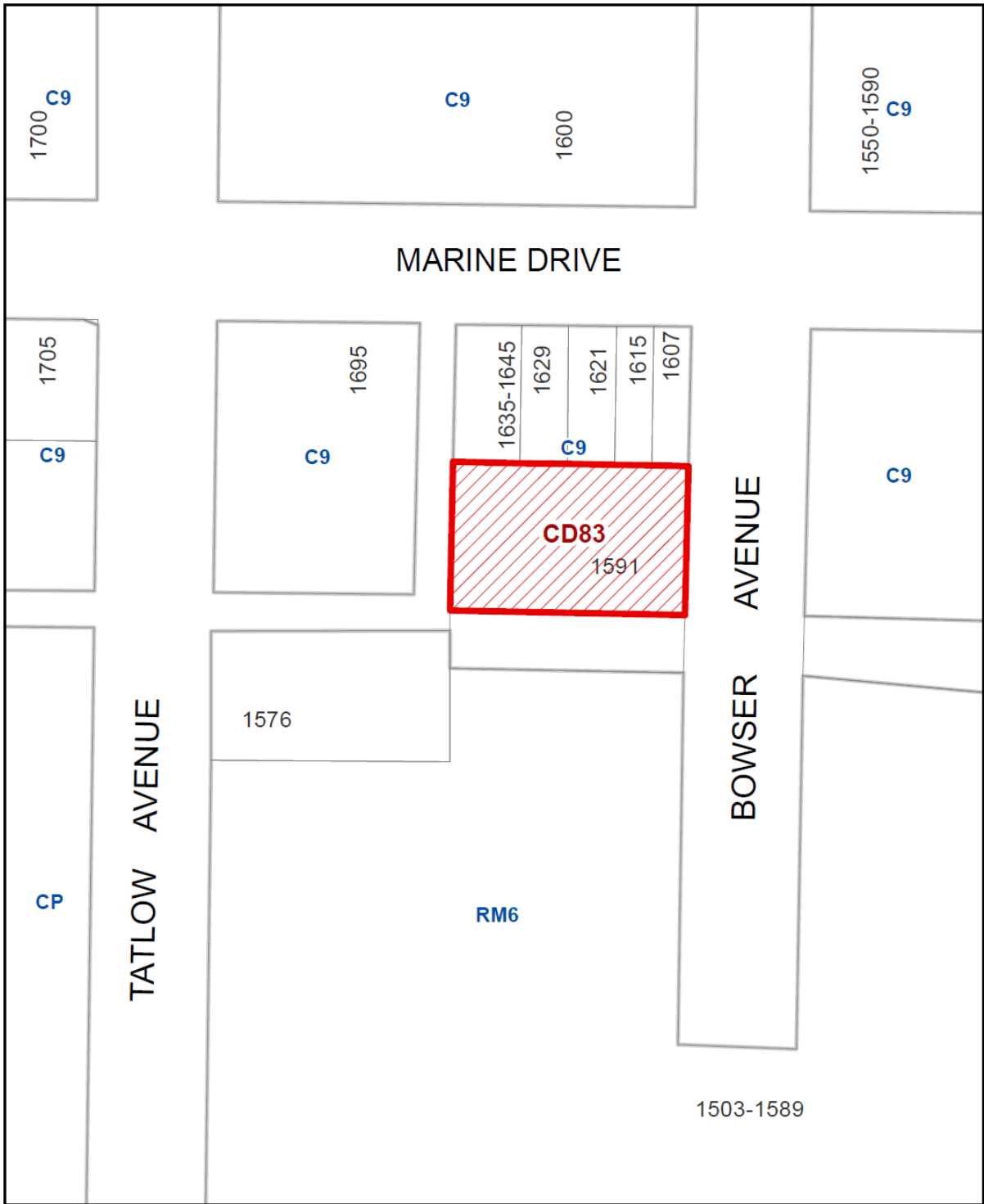
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Municipal Clerk

Certified a true copy

\_\_\_\_\_  
Municipal Clerk

BYLAW 8080 SCHEDULE A: ZONING MAP

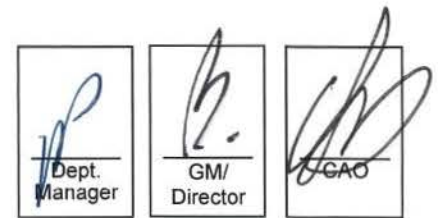


MARINE DRIVE COMMERCIAL (C9) TO  
COMPREHENSIVE DEVELOPMENT ZONE 83 (CD83)



THIS PAGE LEFT BLANK INTENTIONALLY

AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>Dec 15, 2014</u>
<input type="checkbox"/> Workshop (open to public)	Date: _____



## The District of North Vancouver REPORT TO COUNCIL

November 25, 2014  
File: 3060-20/20.14

**AUTHOR:** Doug Allan, Community Planner

**SUBJECT:** **BYLAWS 8080 AND 8094: REZONING AND HOUSING AGREEMENT  
BYLAWS FOR A 16 UNIT APARTMENT PROJECT AT 1591 BOWSER  
AVENUE**

### RECOMMENDATION:

It is recommended that:

1. Bylaw 8080, which rezones the subject site from Marine Drive Commercial Zone (C9) to Comprehensive Development Zone 83 (CD83) to enable the development of a 16 unit apartment project, be given FIRST Reading;
2. Bylaw 8094, which authorizes a Housing Agreement to prevent future rental restrictions on the subject property, be given FIRST Reading; and
3. Bylaw 8080 be referred to a Public Hearing.

### REASON FOR REPORT:

To obtain Council's authorization to proceed to Public Hearing to amend the site's zoning (Bylaw 8080) to enable the development of a 16 unit condominium apartment building. Associated with the rezoning bylaw is a Housing Agreement Bylaw (Bylaw 8094) to prevent future rental restrictions.

### SUMMARY:

London Meridian Properties Inc., proposes to redevelop the commercial property at 1591 Bowser Avenue with a 3 storey apartment building containing 16 units. Implementation of the project requires rezoning, a housing agreement bylaw and issuance of a development permit. The rezoning bylaw, Bylaw 8080, and a Housing Agreement Bylaw, Bylaw 8094, are recommended for First Reading and Bylaw 8080 is recommended for referral to a Public Hearing. A development permit will be forwarded to Council for consideration if the rezoning proceeds.



**SUBJECT: BYLAWS 8080 AND 8094: BYLAWS 8080 AND 8094: REZONING AND HOUSING AGREEMENT BYLAWS FOR A 16 UNIT APARTMENT PROJECT AT 1591 BOWSER AVENUE**

November 25, 2014

Page 2

**EXISTING POLICY:**

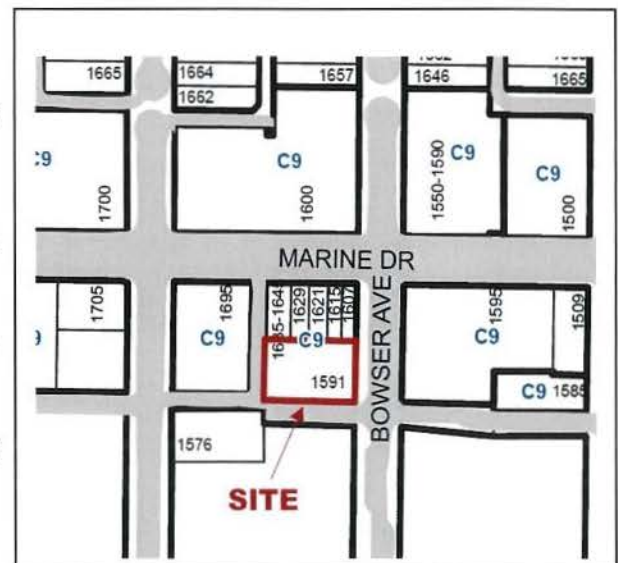
Official Community Plan

The subject property is designated as *Commercial Residential Mixed Use Level 1*. This designation is "...intended predominantly for general commercial purposes, such as retail, service and offices throughout the District. Residential uses above commercial uses at street level are generally encouraged. Development in this designation is permitted up to approximately 1.75 FSR." The proposed development does not include independent commercial uses, but, as the site is located one half block south of Marine Drive, the residential project, with limited live-work use, is appropriate.

Zoning

The development site is zoned Marine Drive Commercial Zone (C9) as shown on the accompanying map. The C9 zone contains different height and FSR regulations depending upon whether the site is larger or smaller than 1100m<sup>2</sup> (12,000ft.<sup>2</sup>). In this case, the site, at 1023.4m<sup>2</sup> (11,015ft.<sup>2</sup>), is smaller and as a result building height is limited to 8m (26.25ft.) and FSR to a maximum of 1.0. For reference, sites greater than 1100m<sup>2</sup> (12,000ft.<sup>2</sup>) allow for a height of 13.5m (44.3ft.) and an FSR of 1.75.

The proposed building is 11m (36ft.) high with a density of 1.68. To enable the proposed building height and greater FSR for this site, Bylaw 8080 proposes the establishment of a new Comprehensive Development Zone 83 (CD83) tailored specifically to this project.



Development Permit Areas

The subject lot is designated as Development Permit Areas for:

- Form and Character of Multi-Family Housing; and
- Energy and Water Conservation and Greenhouse Gas Emission Reductions.

In addition, the site is subject to the Form and Character Design Guidelines applicable to Marine Drive. A development permit report outlining the project's compliance with the applicable DPA guidelines, will be provided for Council's consideration should the rezoning proceed.

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 residential units. The policy requires a Housing Agreement to ensure that future strata bylaws do not prevent owners from renting their units and Bylaw 8094 is provided for Council's consideration.



**SUBJECT: BYLAWS 8080 AND 8094: BYLAWS 8080 AND 8094: REZONING AND HOUSING AGREEMENT BYLAWS FOR A 16 UNIT APARTMENT PROJECT AT 1591 BOWSER AVENUE**

November 25, 2014

Page 3

**ANALYSIS:**

The Site and Surrounding Area:

As illustrated on the following aerial photograph, the site is located on the west side of Bowser Avenue, south of Marine Drive. Two open lanes are located to the south and west. The site is 1,023.4m<sup>2</sup> (11,015.7ft.<sup>2</sup>) in area.



Surrounding properties consist of: developed commercial properties (C9) to the north, east and west; and, "Illahee", a multi-family project (RM6), to the south.

The site is currently occupied by a 2 storey commercial building over a partial basement level, with surface parking, illustrated on the following aerial image as viewed from the south.



**SUBJECT: BYLAWS 8080 AND 8094: BYLAWS 8080 AND 8094: REZONING AND HOUSING AGREEMENT BYLAWS FOR A 16 UNIT APARTMENT PROJECT AT 1591 BOWSER AVENUE**

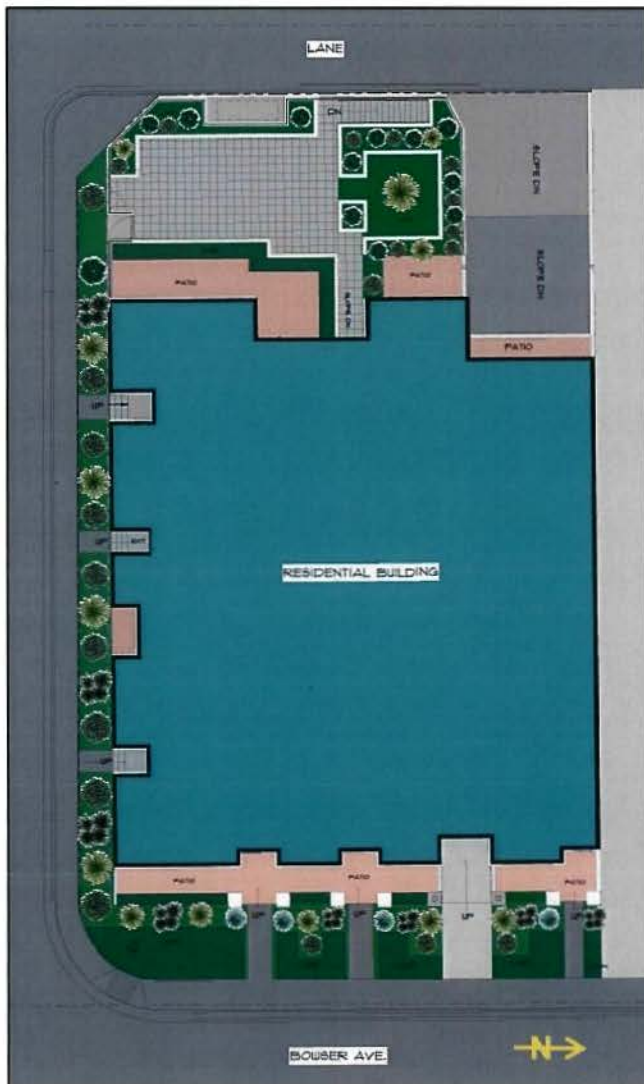
November 25, 2014

Page 4

Project Description:

a) Site Plan/Building:

The project consists of a single building containing 16 apartment units in a 3 storey, flat roof building form as illustrated on the following site plan and building images.



The unit mix consists of 5 studios, 3, one bedroom, 6, two bedroom units and, 2, three bedroom units, ranging from 60m<sup>2</sup> (643ft.<sup>2</sup>) to 150m<sup>2</sup> (1617ft.<sup>2</sup>) in size. The total floor area is 1716m<sup>2</sup> (18,473ft.<sup>2</sup>) resulting in an FSR of approximately 1.68. The building is 11m (36ft.) in height. The applicant has proposed that the 6 units on the main floor be permitted to have live/work use.

In response to input from staff and the community, the architect has worked to revise the building design/massing to act as a transition between the typical form of development on Marine Drive



**SUBJECT: BYLAWS 8080 AND 8094: BYLAWS 8080 AND 8094: REZONING AND HOUSING AGREEMENT BYLAWS FOR A 16 UNIT APARTMENT PROJECT AT 1591 BOWSER AVENUE**

November 25, 2014

Page 5

and the lower density multi-family development to the south. The building elevations are illustrated in the following images. The principal building materials consist of brick accented with hardi panel. As the north elevation will not be visible when the site to the north is redeveloped, this elevation consists of a grey-coloured, split face, concrete block with dark charcoal smooth-face block as an accent material.



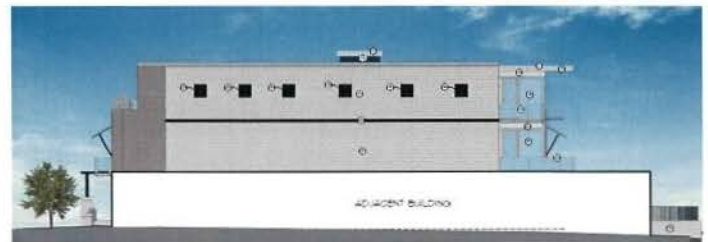
East (Bowser) Elevation



West Elevation



South Elevation



North Elevation

**b) Parking/Access:**

Parking proposed is a total of 22 spaces (1.37 spaces/unit), provided underground with access off the lane to the west of the site. The applicant's transportation consultant, Bunt & Associates, provided an analysis utilizing the District's Parking Principles for OCP Town and Village Centres. For projects within 400m of a Frequent Transit Development Area such as this site, 1.2 spaces/unit, including visitor parking is contemplated. This ratio is supported by the Metro Vancouver Apartment Parking Study which examined required apartment parking supply. Both the District and Metro Vancouver parking ratios would require 20 spaces for this development. Based on that analysis, Bunt & Associates concluded that a supply of 22 spaces was adequate for this project. Therefore, staff support the proposed parking as the site is close to transit service on Marine Drive and it is within the range of parking provided for other projects on Marine Drive. To support the parking rate, Bunt & Associates suggested several Transportation Demand Management strategies including:

- electric vehicle parking;
- car sharing; and
- the provision of bicycle facilities within the building.

Staff will continue to work with the consultant to finalize a trip reduction strategy which, in addition to the above measures, will incorporate personal travel planning and 6 month transit pass programs.

**SUBJECT: BYLAWS 8080 AND 8094: BYLAWS 8080 AND 8094: REZONING AND HOUSING AGREEMENT BYLAWS FOR A 16 UNIT APARTMENT PROJECT AT 1591 BOWSER AVENUE**

November 25, 2014

Page 6

c) Landscaping:

The landscaping concept consists of several different elements, including:

- street tree planting along Bowser Avenue;
- low shrub/lawn planting and sidewalk along the south property line to create a separation between the east/west lane and the building; and
- screen planting around an exterior resident amenity patio and water feature, to the rear (west) of the building.

Details of the landscape concept will be provided as part of a future development permit report.

d) Accessible Units

In response to the District's Adaptable Design Guidelines, 4, (25%), of the units will be designed to meet the Level 2 standard and the remaining 12 units (75%) will meet Level 1B.

Reduced copies of site, architectural and landscape plans are included as Attachment A for Council's reference.

**OFF-SITE IMPROVEMENTS:**

The application includes the construction of a new sidewalk in the lane to the south and off-site, streetscape upgrades along Bowser, including the introduction of street trees.

**GREEN BUILDING MEASURES:**

Compliance with the Green Building Strategy is mandatory for projects requiring rezoning. The project is targeting an energy performance rating 30% better than the ASHRAE90.1-2007 standard which represents a significant improvement over the Green Building Strategy Energy Performance baseline (13% better than ASHRAE90.1-2007), and will achieve a building performance equivalent to Built Green HD™ 'Gold'.

Key energy and building performance measures include:

- condensing tankless water heaters;
- the provision of operable windows for natural ventilation;
- glazing with improved insulation values;
- ventilation heat recovery;
- air source heat pumps;
- certified sustainably harvested dimensional lumber and flooring; and
- window shading devices on west elevation;

**COMMUNITY AMENITY CONTRIBUTION:**

The District's Community Amenity Policy requires a contribution for projects which propose an increase in density. The CAC for this apartment project is based on \$15.00/sq.ft. of the increased



**SUBJECT: BYLAWS 8080 AND 8094: BYLAWS 8080 AND 8094: REZONING AND HOUSING AGREEMENT BYLAWS FOR A 16 UNIT APARTMENT PROJECT AT 1591 BOWSER AVENUE**

November 25, 2014

Page 7

residential floor area over the base density. This amounts to a CAC estimated at approximately \$111,850. The community amenity contribution has been included as part of the density bonus provisions in the proposed CD83 Zone and the zoning provisions note that the District may use the CAC funds for any of the following:

- public art;
- park, trail, environmental or other public realm improvements;
- municipal or recreation service or facility improvements; or
- the affordable housing fund.

**IMPLEMENTATION:**

Implementation of this project requires Council's consideration of: rezoning (Bylaw 8080); a Housing Agreement Bylaw, (Bylaw 8094); issuance of a development permit; and, registration of a Development Covenant.

Bylaw 8080 (Attachment B) rezones the subject property from Marine Drive Commercial Zone (C9) to a new Comprehensive Development 83 Zone (CD83) which:

- establishes low rise apartment as a permitted use;
- allows live/work use as a permitted use under specified conditions;
- allows home occupations as an accessory use;
- establishes a base density (Floor Space Ratio) of 1.0;
- requires a housing agreement and a community amenity contribution to support an FSR increase to 1.68;
- establishes building coverage, setback and building height regulations;
- requires compliance with acoustic requirements; and
- establishes parking and bicycle parking regulations unique to this project.

Bylaw 8094 (Attachment C) authorizes the District to enter into a Housing Agreement to ensure that the proposed units remain available as rental units.

The Development Covenant will be required prior to the adoption of the Rezoning and Housing Agreement bylaws and will include requirements for:

- a green building covenant;
- a stormwater management covenant;
- a covenant to ensure the final trip reduction strategy is implemented prior to the issuance of an occupancy permit;
- a construction management plan; and
- a right-of-way for a 4m x 4m corner cut over the southwest corner of the site to improve traffic movement and visibility at the junction of the two abutting lanes.

**SUBJECT: BYLAWS 8080 AND 8094: BYLAWS 8080 AND 8094: REZONING AND  
HOUSING AGREEMENT BYLAWS FOR A 16 UNIT APARTMENT  
PROJECT AT 1591 BOWSER AVENUE**

November 25, 2014

Page 8

**CONCURRENCE:**

Staff

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

Advisory Design Panel

The application was considered by the Advisory Design Panel on June 12, 2014 and the Panel passed the following motion:

"THAT the ADP has reviewed the proposal and recommends **APPROVAL** of the project **SUBJECT** to addressing the following items to the satisfaction of staff:

- consideration of simplification of the building envelope to allow for successful detailing;
- review of the format of common amenity area with regard to the relationships to the adjacent private outdoor spaces and accessibility of the amenity area overall
- review of the north wall treatment including transition of materials, durability and detailing;
- review of format of canopies particularly with regard to management of drainage;
- review of location and access to waste disposal facilities;
- confirmation of building code compliance regarding balcony and roof projections within 1.2m of the north property line; and
- review of glazing and solar gain issues for west elevation."

In response to the Panel's motion and discussions with staff:

- the south elevation has been revised to simplify the detailing;
- the rear common amenity space has been buffered from the surrounding lanes with low walls and hedging and the private resident decks are delineated with additional hedge planting;
- the north elevation has been redesigned to include a grey-coloured split-face block with contrasting charcoal-coloured block and the brick material used on the east elevation which and this will also address the Building Code concern identified by the Panel; and
- solar shades have been added to the windows on the west elevation.

**PUBLIC INPUT:**

A facilitated Public Information Meeting was held on June 19, 2014 and was attended by 12 members of the public. Seven written submissions were provided following the meeting. Comments received included the following:

- the potential for the units to be rented;
- the project architecture, building coverage and density;
- the size of the balconies;
- the anticipated length of construction;
- the proposed parking;
- potential impacts on property values;



**SUBJECT: BYLAWS 8080 AND 8094: BYLAWS 8080 AND 8094: REZONING AND HOUSING AGREEMENT BYLAWS FOR A 16 UNIT APARTMENT PROJECT AT 1591 BOWSER AVENUE**

November 25, 2014

Page 9

- topics regarding the adjacent lanes and additional traffic;
- the development of adjacent properties to the north;
- the absence of a traffic signal at Bowser Avenue and Marine Drive; and
- the possibility of installing speed bumps to slow traffic in the lanes.

In response to input, the applicant has revised the project by: reducing the number of units from 24 to 16 and the number of storeys from 4 to 3; reducing the density (FSR); revising the project design to create an improved transition to the residential use to the south of the site, including a large setback at the 3<sup>rd</sup> floor; and adjusting the amount of visitor parking to provide more resident parking.

A copy of the facilitator's report is included as Attachment D.

**CONSTRUCTION MANAGEMENT PLAN:**

In accordance with the requirements of the Development Covenant, a construction management plan is required to be accepted by the District prior to the issuance of any building permit. This is intended to minimize, and where possible avoid, construction impacts on local traffic and transit and the quality of life for nearby residents. This plan must be in place prior to the commencement of any building demolition works.

**CONCLUSION:**

This project is in keeping with the building form envisioned in the OCP. The applicant is proposing building height and density in between their C9 zoning and the larger lot C9 zoning, and therefore, rezoning is required to implement the project. The architect and staff have worked to soften the mass of the building, including: reducing the number of units and residential floors; setting the upper storey back from the main and second floors; designing the building with residential elements to create more of a transition between the existing residential development and the future redevelopment of the properties along Marine Drive; and, designed an improved north elevation as this wall will be visible to Marine Drive until the abutting properties to the north are redeveloped. As a result, staff support the rezoning to permit a transitional height and FSR for this property. The project is now ready for Council's consideration.

**OPTIONS:**

The following options are available Council's consideration:

- 1) Introduce Bylaws 8080 and 8094 and refer Bylaw 8080 to a Public Hearing (staff recommendation); or
- 2) Defeat Bylaws 8080 and 8094 at First Reading.

**SUBJECT: BYLAWS 8080 AND 8094: BYLAWS 8080 AND 8094: REZONING AND  
HOUSING AGREEMENT BYLAWS FOR A 16 UNIT APARTMENT  
PROJECT AT 1591 BOWSER AVENUE**

November 25, 2014

Page 10

Respectfully submitted,

  
Doug Allan  
Community Planner  
da/  
Attachments

- A – Reduced Project Plans
- B – Bylaw 8080
- C – Bylaw 8094
- D – Public Information Meeting Facilitator's Report

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: _____

# BOWSER ST. APARTMENT

## 1591 BOWSER STREET, NORTH VANCOUVER, BC.

### GENERAL NOTES

THESE DRAWINGS ARE TO BE READ IN CONJUNCTION WITH THE DRAWINGS OF THE OTHER CONSULTANTS.

THESE DRAWINGS COMPLY WITH THE BRITISH COLUMBIA BUILDING CODE 2006 AND THE CODE COMPLIANCE REPORT / EQUIVALENCY REPORT BY PROTECTION ENGINEERING.

ANY DISCREPANCIES NOTED IN THE DOCUMENTS TO BE REPORTED TO THE ARCHITECT IMMEDIATELY.

A SEPARATE SPECIFICATION IS PROVIDED FOR THE ARCHITECTURAL DETAILS COMPONENTS AND WORK.

A GEOTECHNICAL REPORT BY GEOTECHNICAL CONSULTANTS IS AVAILABLE AND MUST BE CONSULTED FOR ANY WORK OR COMPONENTS AFFECTED BY THE REPORT.

INSPECTIONS BY THE ENVELOPE CONSULTANT AQUA-COAST ENGINEERING LTD. AT SPECIFIED TIMES IN THE WORKS IS REQUIRED AND MUST BE ADHERED TO.

### DATA SHEET

DATE	MAY/2014		
PROJECT	BOWSER (LOFTS ON LAKE)		
ADDRESS	1591 BOWSER STREET, NORTH VANCOUVER, BC.		
LEGAL DESCRIPTION	LOT 11 BLOCK A DISTRICT LOT 829 PLAN 7431		
SITE SIZE			
GROSS LOT AREA	1103.66 SQ.FT.	1023.38 SQ.M	0.25 Acres
LANE WIDENING	6.71 SQ.FT.	0.62 SQ.M	
NET SITE AREA	1100.95 SQ.FT.	1022.76 SQ.M	0.25 Acres

#### TOTAL FLOOR AREAS

LEVEL	AREA	AREA SQ FT
PARKADE	56.53	606.59
MAIN FLOOR	642.32	693.1
SECOND FLOOR	678.31	730.53
THIRD FLOOR	675.9	728.42

TOTAL AREA (EXCLUDING PARKADE) 18,472.52 SQ.FT. 1716.07 SQ.M

#### FLOOR SPACE RATIO:

FBR = NET AREA / LOT AREA

FBR = 18,472.52 / 1103.66 SQ.FT. OR 1716.07 / 1023.38 SQ.M

FBR = 1.61

#### SITE COVERAGE:

S.C. = MAIN FLOOR AREA / LOT AREA (AS PERCENTAGE)

S.C. = 642.32 / 1103.66 SQ.FT. OR 693.1 / 1023.38 SQ.M

S.C. = 61%

#### BUILDING COVERAGE:

B.C. = MAIN FLOOR AREA / LOT AREA (AS PERCENTAGE)

B.C. = 642.32 / 1103.66 SQ.FT. OR 693.1 / 1023.38 SQ.M

B.C. = 60.22%

BUILDING HEIGHT = 34.42 FT. OR 10.49 MT.

NO. OF UNITS PROPOSED = 16

NO. OF UNITS PER ACRE = 60

S.NO.	TYPE	UNIT TYPE	AREA(SF)	MAIN	2nd	3rd	TOTALS	ALL FLOORS
1	TYPE-A	1-BED	849.89	0	0	1	849.89 SF	
2	TYPE-A1	1-BED	826.49	0	1	0	826.49 SF	
3	TYPE-B	BACHELOR	649.37	0	0	1	649.37 SF	
4	TYPE-B1	BACHELOR	642.74	0	1	0	642.74 SF	
5	TYPE-C	BACHELOR	686.50	0	0	1	686.50 SF	
6	TYPE-C1	BACHELOR	678.03	0	1	0	678.03 SF	
7	TYPE-D	BACHELOR	793.16	0	0	1	793.16 SF	
8	TYPE-E	2-BED	1271.49	0	0	1	1271.49 SF	
9	TYPE-E1	2-BED	1274.00	0	1	0	1274.00 SF	
10	TYPE-E1	2-BED	1278.02	0	1	1	1278.02 SF	
11	TYPE-F	3-BED	1333.41	0	0	1	1333.41 SF	
12	TYPE-G	1-BED	1072.82	0	1	0	1072.82 SF	
13	TYPE-H	3-BED	1616.87	0	1	0	1616.87 SF	
14	TYPE-J	2-BED	1117.76	0	1	1	1117.76 SF	
15	TYPE-K	2-BED	1068.10	0	1	1	1068.10 SF	
16	TYPE-L	2-BED	1062.36	0	1	1	1062.36 SF	
Grand total				6	6	4	16	16215.1 SF

TOTAL BACHELOR	05
TOTAL ONE BED	03
TOTAL TWO BED	06
TOTAL THREE BED	02

#### PROPOSED PARKING (ALL UNDERGROUND)

PARKING REQUIRED:	
1. STALL PER UNIT: 1. STALL PER 100 SQ.MT.	06X2 = 16 NO.S
NET AREA/100 X 1	(1683.63/100 X 1) = 17 NO.S
	TOTAL = 33 NO.S
MAXIMUM PARKING REQUIRED	(06X2) = 33 NO.S
	(INCLUDING 4 VISITOR PARKING)
TOTAL PARKING REQUIRED	37 NO.S
TOTAL PARKING PROVIDED	37 NO.S
SMALL CAR PARKING PROVIDED	06 NO.S
HANDICAPPED CAR PARKING PROVIDED	01 NO.S

### SHEET INDEX

SHEET NO.	ARCHITECTURAL
DP-0.01	DATA SHEET
DP-1.00	SITE PLAN
DP-1.1	3D VIEW
DP-1.02	PARKADE PLAN
DP-1.03	MAIN FLOOR PLAN - COLOR
DP-1.04	SECOND & THIRD FLOOR PLANS - COLOR
DP-1.06	EAST ELEVATION
DP-1.08	WEST ELEVATION
DP-1.09	NORTH ELEVATION
DP-2.1	SITE PLAN
DP-3.1	PARKADE FLOOR PLAN
DP-3.2	MAIN FLOOR PLAN
DP-3.3	SECOND & THIRD FLOOR PLANS
DP-3.4	ROOF PLAN
DP-5.1	ELEVATIONS
DP-5.2	ELEVATIONS
DP-6.1	ENLARGED DETAILS

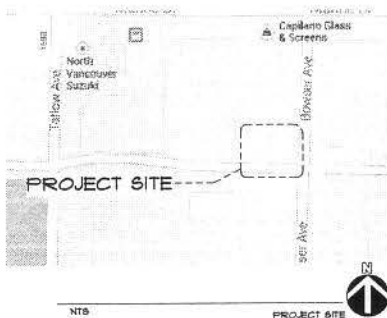
### ABBREVIATION

ALUM.	ALUMINUM
BI	DRY STACK MINI BASALT RETAINING WALL
BIB	BUILT-IN SEATING
CB	CATCH BASIN
CD	COMPUTER DESK
CE	CEILING DOOR
CP	2'-0"X2'-0" CONCRETE PAVING STONE
DW	DISH WASHER
F	FRIDGE
FP	FIRE PLACE
GWB	GYPSON BOARD
HP	HEAT PUMP
HR	HAND RAIL
HU	HAND WASH
HWT	HOT WATER TANK
P.T.	PRESSURE TREATED
PLYWD.	PLYWOOD
SU	SHELVING UNIT
TG	TAMPED GLASS
V	VENT
WC	WALL CURTAIN
WD	WASHER DRYER
WS	WINDOW SEAT

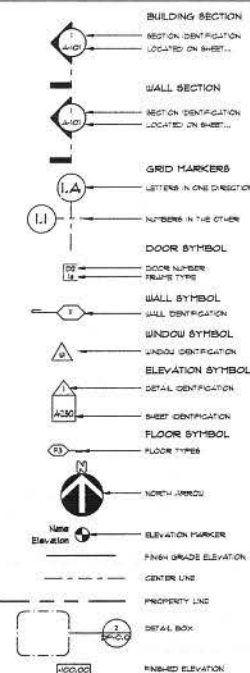
### CONSULTANTS

ARCHITECT:  
DOUGLAS R. JOHNSON ARCHITECT LTD.  
#374-901 WEST 3RD ST.  
NORTH VANCOUVER, BC V7P 3P9  
PH: (604) 998-3381  
FAX: (604) 998-0811  
EMAIL: drjohnson@drj.ca

### VICINITY MAP



### GRAPHIC SYMBOLS



ATTACHMENT A

UNIT PRICE LIST  
1.11.2014  
2.11.2014  
3.11.2014  
4.11.2014  
5.11.2014  
6.11.2014  
7.11.2014  
8.11.2014  
9.11.2014  
10.11.2014  
11.11.2014  
12.11.2014  
13.11.2014  
14.11.2014  
15.11.2014  
16.11.2014  
17.11.2014  
18.11.2014  
19.11.2014  
20.11.2014  
21.11.2014  
22.11.2014  
23.11.2014  
24.11.2014  
25.11.2014  
26.11.2014  
27.11.2014  
28.11.2014  
29.11.2014  
30.11.2014  
31.11.2014  
32.11.2014  
33.11.2014  
34.11.2014  
35.11.2014  
36.11.2014  
37.11.2014  
38.11.2014  
39.11.2014  
40.11.2014  
41.11.2014  
42.11.2014  
43.11.2014  
44.11.2014  
45.11.2014  
46.11.2014  
47.11.2014  
48.11.2014  
49.11.2014  
50.11.2014  
51.11.2014  
52.11.2014  
53.11.2014  
54.11.2014  
55.11.2014  
56.11.2014  
57.11.2014  
58.11.2014  
59.11.2014  
60.11.2014  
61.11.2014  
62.11.2014  
63.11.2014  
64.11.2014  
65.11.2014  
66.11.2014  
67.11.2014  
68.11.2014  
69.11.2014  
70.11.2014  
71.11.2014  
72.11.2014  
73.11.2014  
74.11.2014  
75.11.2014  
76.11.2014  
77.11.2014  
78.11.2014  
79.11.2014  
80.11.2014  
81.11.2014  
82.11.2014  
83.11.2014  
84.11.2014  
85.11.2014  
86.11.2014  
87.11.2014  
88.11.2014  
89.11.2014  
90.11.2014  
91.11.2014  
92.11.2014  
93.11.2014  
94.11.2014  
95.11.2014  
96.11.2014  
97.11.2014  
98.11.2014  
99.11.2014  
100.11.2014

BOWSER ST. APARTMENT

1591 BOWSER STREET, NORTH VANCOUVER, BC

DATA SHEET

DOUGLAS R. JOHNSON ARCHITECT LTD.

#374-901 WEST 3RD ST.  
NORTH VANCOUVER, BC V7P 3P9  
PH: (604) 998-3381  
FAX: (604) 998-0811  
EMAIL: drjohnson@drj.ca

Scale: 1/12" = 1'-0"  
1" = 12'-0"  
1/4" = 3'-0"  
1/8" = 6'-0"  
1/16" = 12'-0"  
1/32" = 24'-0"  
1/64" = 48'-0"  
1/128" = 96'-0"  
1/256" = 192'-0"  
1/512" = 384'-0"  
1/1024" = 768'-0"  
1/2048" = 1536'-0"  
1/4096" = 3072'-0"  
1/8192" = 6144'-0"  
1/16384" = 12288'-0"  
1/32768" = 24576'-0"  
1/65536" = 49152'-0"  
1/131072" = 98304'-0"  
1/262144" = 196608'-0"  
1/524288" = 393216'-0"  
1/1048576" = 786432'-0"  
1/2097152" = 1572864'-0"  
1/4194304" = 3145728'-0"  
1/8388608" = 6291456'-0"  
1/16777216" = 12582912'-0"  
1/33554432" = 25165824'-0"  
1/67108864" = 50331648'-0"  
1/134217728" = 100663296'-0"  
1/268435456" = 201326592'-0"  
1/536870912" = 402653184'-0"  
1/1073741824" = 805306368'-0"  
1/2147483648" = 1610612736'-0"  
1/4294967296" = 3221225472'-0"  
1/8589934592" = 6442450944'-0"  
1/17179869184" = 12884901888'-0"  
1/34359738368" = 25769803776'-0"  
1/68719476736" = 51539607552'-0"  
1/137438953472" = 103079215104'-0"  
1/274877906944" = 206158430208'-0"  
1/549755813888" = 412316860416'-0"  
1/1099511627776" = 824633720832'-0"  
1/2199023255552" = 1649267441664'-0"  
1/4398046511104" = 3298534883328'-0"  
1/8796093022208" = 6597069766656'-0"  
1/17592186044416" = 13194139533312'-0"  
1/35184372088832" = 26388279066624'-0"  
1/70368744177664" = 52776558133248'-0"  
1/140737488355328" = 105553116266496'-0"  
1/281474976710656" = 211106232532992'-0"  
1/562949953421312" = 422212465065984'-0"  
1/1125899906842624" = 844424930131968'-0"  
1/2251799813685248" = 1688849860263936'-0"  
1/4503599627370496" = 3377699720527872'-0"  
1/9007199254740992" = 6755399441055744'-0"  
1/18014398509481984" = 13510798882111488'-0"  
1/36028797018963968" = 27021597764222976'-0"  
1/72057594037927936" = 54043195528445952'-0"  
1/144115188075855872" = 108086391056891904'-0"  
1/288230376151711744" = 216172782113783808'-0"  
1/576460752303423488" = 432345564227567616'-0"  
1/1152921504606846976" = 864691128455135232'-0"  
1/2305843009213693952" = 1729382256910270464'-0"  
1/4611686018427387904" = 3458764513820540928'-0"  
1/9223372036854775808" = 6917529027641081856'-0"  
1/18446744073709551616" = 13835058055282163712'-0"  
1/36893488147419103232" = 27670116110564327424'-0"  
1/73786976294838206464" = 55340232221128654848'-0"  
1/147573952589676412928" = 110680464442257309696'-0"  
1/295147905179352825856" = 221360928884514619392'-0"  
1/590295810358705651712" = 442721857769029238784'-0"  
1/1180591620717411303424" = 885443715538058477568'-0"  
1/2361183241434822606848" = 1770887431076116955136'-0"  
1/4722366482869645213696" = 3541774862152233910272'-0"  
1/9444732965739290427392" = 7083549724304467820544'-0"  
1/18889465931478580854784" = 14167099448608935641088'-0"  
1/37778931862957161709568" = 28334198897217871282176'-0"  
1/75557863725914323419136" = 56668397794435742564352'-0"  
1/151115727451828646838272" = 113336795588871485128704'-0"  
1/302231454903657293676544" = 226673591177742970257408'-0"  
1/604462909807314587353088" = 453347182355485940514816'-0"  
1/1208925819614629174706176" = 906694364710971881029632'-0"  
1/2417851639229258349412352" = 1813388729421943762059264'-0"  
1/4835703278458516698824704" = 3626777458843887524118528'-0"  
1/9671406556917033397649408" = 7253554917687775048237056'-0"  
1/19342813113834066795298816" = 14507109835375550096474112'-0"  
1/38685626227668133590597632" = 29014219670751100192948224'-0"  
1/77371252455336267181195264" = 58028439341502200385896448'-0"  
1/154742504910672534362390528" = 116056878683004400771792896'-0"  
1/309485009821345068724781056" = 232113757366008801543585792'-0"  
1/618970019642690137449562112" = 464227514732017603087171584'-0"  
1/1237940039285380274899124224" = 928455029464035206174343168'-0"  
1/2475880078570760549798248448" = 1856910058928070412348686336'-0"  
1/4951760157141521099596496896" = 3713820117856140824697372672'-0"  
1/9903520314283042199192993792" = 7427640235712281649394745344'-0"  
1/19807040628566084398385987584" = 14855280471424563298789490688'-0"  
1/39614081257132168796771975168" = 29710560942849126597578981376'-0"  
1/79228162514264337593543950336" = 59421121885698253195157962752'-0"  
1/158456325028528675187087900672" = 118842243771396506390315925504'-0"  
1/316912650057057350374175801344" = 237684487542793012780631851008'-0"  
1/633825300114114700748351602688" = 475368975085586025561263702016'-0"  
1/1267650600228229401496703205376" = 950737950171172051122527404032'-0"  
1/2535301200456458802993406410752" = 1901475900342344102245054808064'-0"  
1/5070602400912917605986812821504" = 3802951800684688204490109616128'-0"  
1/10141204801825835211973625643008" = 7605903601369376408980219232256'-0"  
1/20282409603651670423947251286016" = 15211807202738752817960438464512'-0"  
1/40564819207303340847894502572032" = 30423614405477505635920876929024'-0"  
1/81129638414606681695789005144064" = 60847228810955011271841753858048'-0"  
1/162259276829213363391578010288128" = 121694457621910022543683507716096'-0"  
1/324518553658426726783156020576256" = 243388915243820045087367015432192'-0"  
1/649037107316853453566312041152512" = 486777830487640090174734030864384'-0"  
1/1298074214633706907132624082305024" = 973555660975280180349468061728768'-0"  
1/2596148429267413814265248164610048" = 1947111321950560360698936123457536'-0"  
1/5192296858534827628530496329220096" = 3894222643901120721397872246915072'-0"  
1/1038459371706965525706











EAST ELEVATION-COLOR - BOWSER  
STREET  
1  
DP-1.06

MATERIAL INDEX	
1	BRICK
2	BRICK
3	BRICK
4	BRICK
5	BRICK
6	BRICK
7	BRICK
8	BRICK
9	BRICK
10	BRICK
11	BRICK
12	BRICK
13	BRICK
14	BRICK
15	BRICK
16	BRICK
17	BRICK
18	BRICK
19	BRICK
20	BRICK
21	BRICK
22	BRICK
23	BRICK
24	BRICK
25	BRICK
26	BRICK
27	BRICK
28	BRICK
29	BRICK
30	BRICK
31	BRICK
32	BRICK
33	BRICK
34	BRICK
35	BRICK
36	BRICK
37	BRICK
38	BRICK
39	BRICK
40	BRICK
41	BRICK
42	BRICK
43	BRICK
44	BRICK
45	BRICK
46	BRICK
47	BRICK
48	BRICK
49	BRICK
50	BRICK
51	BRICK
52	BRICK
53	BRICK
54	BRICK
55	BRICK
56	BRICK
57	BRICK
58	BRICK
59	BRICK
60	BRICK
61	BRICK
62	BRICK
63	BRICK
64	BRICK
65	BRICK
66	BRICK
67	BRICK
68	BRICK
69	BRICK
70	BRICK
71	BRICK
72	BRICK
73	BRICK
74	BRICK
75	BRICK
76	BRICK
77	BRICK
78	BRICK
79	BRICK
80	BRICK
81	BRICK
82	BRICK
83	BRICK
84	BRICK
85	BRICK
86	BRICK
87	BRICK
88	BRICK
89	BRICK
90	BRICK
91	BRICK
92	BRICK
93	BRICK
94	BRICK
95	BRICK
96	BRICK
97	BRICK
98	BRICK
99	BRICK
100	BRICK

DOUGLAS R. JOHNSON ARCHITECT LTD.

4374-501 WEST 3RD ST.

VICTORIA, BC V8P 3P9

250.683.3333

www.douglasjohnson.ca

1596 BOWSER STREET, NORTH VANCOUVER, BC

BOWSER ST. APARTMENT

EAST ELEVATION

1:100

DATE: 10/1/2023

BY: [Signature]

1596 BOWSER STREET, NORTH VANCOUVER, BC

BOWSER ST. APARTMENT

EAST ELEVATION

1:100

DATE: 10/1/2023

BY: [Signature]

1596 BOWSER STREET, NORTH VANCOUVER, BC

BOWSER ST. APARTMENT

EAST ELEVATION

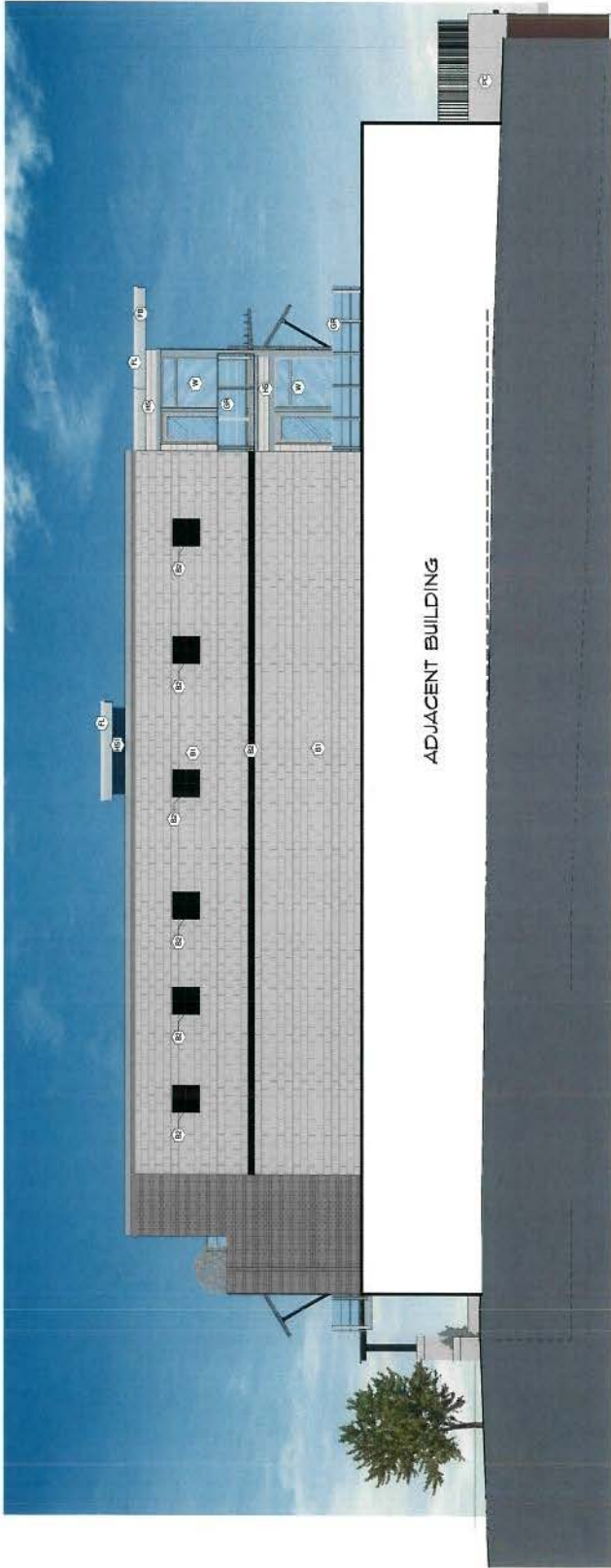




<p><b>DOUGLAS R. JOHNSON ARCHITECT LTD.</b>  #374-901 WEST 390 ST.  NORTH VANCOUVER, BC V7P 3P6  TEL: 604.273.1234  WWW.DRJA.COM</p>		<p><b>BOWSER ST. APARTMENT</b>  159 BOWSER STREET,  NORTH VANCOUVER, BC</p>	<p><b>SOUTH ELEVATION</b></p>
<p>DATE: 10/11/2017  BY: [Signature]  CHECKED: [Signature]  SCALE: 1/8" = 1'-0"</p>	<p>1/8" = 1'-0"</p>	<p>1/8" = 1'-0"</p>	<p>1/8" = 1'-0"</p>
<p>DP-1.07</p>		<p>DP-1.07</p>	



1 SOUTH ELEVATION (LANE)  
DP-1.07



ADJACENT BUILDING

1 NORTH ELEVATION (FROM MARINE)

DP-1.09

MATERIAL INDEX	MATERIAL	COLOR
(15)	WALLS	BR 151000 GREY OIL
(16)	WALLS	BR 151000 GREY OIL
(17)	WALLS	BR 151000 GREY OIL
(18)	WALLS	BR 151000 GREY OIL
(19)	WALLS	BR 151000 GREY OIL
(20)	WALLS	BR 151000 GREY OIL
(21)	WALLS	BR 151000 GREY OIL
(22)	WALLS	BR 151000 GREY OIL
(23)	WALLS	BR 151000 GREY OIL
(24)	WALLS	BR 151000 GREY OIL
(25)	WALLS	BR 151000 GREY OIL
(26)	WALLS	BR 151000 GREY OIL
(27)	WALLS	BR 151000 GREY OIL
(28)	WALLS	BR 151000 GREY OIL
(29)	WALLS	BR 151000 GREY OIL
(30)	WALLS	BR 151000 GREY OIL
(31)	WALLS	BR 151000 GREY OIL
(32)	WALLS	BR 151000 GREY OIL
(33)	WALLS	BR 151000 GREY OIL
(34)	WALLS	BR 151000 GREY OIL
(35)	WALLS	BR 151000 GREY OIL
(36)	WALLS	BR 151000 GREY OIL
(37)	WALLS	BR 151000 GREY OIL
(38)	WALLS	BR 151000 GREY OIL
(39)	WALLS	BR 151000 GREY OIL
(40)	WALLS	BR 151000 GREY OIL
(41)	WALLS	BR 151000 GREY OIL
(42)	WALLS	BR 151000 GREY OIL
(43)	WALLS	BR 151000 GREY OIL
(44)	WALLS	BR 151000 GREY OIL
(45)	WALLS	BR 151000 GREY OIL
(46)	WALLS	BR 151000 GREY OIL
(47)	WALLS	BR 151000 GREY OIL
(48)	WALLS	BR 151000 GREY OIL
(49)	WALLS	BR 151000 GREY OIL
(50)	WALLS	BR 151000 GREY OIL
(51)	WALLS	BR 151000 GREY OIL
(52)	WALLS	BR 151000 GREY OIL
(53)	WALLS	BR 151000 GREY OIL
(54)	WALLS	BR 151000 GREY OIL
(55)	WALLS	BR 151000 GREY OIL
(56)	WALLS	BR 151000 GREY OIL
(57)	WALLS	BR 151000 GREY OIL
(58)	WALLS	BR 151000 GREY OIL
(59)	WALLS	BR 151000 GREY OIL
(60)	WALLS	BR 151000 GREY OIL
(61)	WALLS	BR 151000 GREY OIL
(62)	WALLS	BR 151000 GREY OIL
(63)	WALLS	BR 151000 GREY OIL
(64)	WALLS	BR 151000 GREY OIL
(65)	WALLS	BR 151000 GREY OIL
(66)	WALLS	BR 151000 GREY OIL
(67)	WALLS	BR 151000 GREY OIL
(68)	WALLS	BR 151000 GREY OIL
(69)	WALLS	BR 151000 GREY OIL
(70)	WALLS	BR 151000 GREY OIL
(71)	WALLS	BR 151000 GREY OIL
(72)	WALLS	BR 151000 GREY OIL
(73)	WALLS	BR 151000 GREY OIL
(74)	WALLS	BR 151000 GREY OIL
(75)	WALLS	BR 151000 GREY OIL
(76)	WALLS	BR 151000 GREY OIL
(77)	WALLS	BR 151000 GREY OIL
(78)	WALLS	BR 151000 GREY OIL
(79)	WALLS	BR 151000 GREY OIL
(80)	WALLS	BR 151000 GREY OIL
(81)	WALLS	BR 151000 GREY OIL
(82)	WALLS	BR 151000 GREY OIL
(83)	WALLS	BR 151000 GREY OIL
(84)	WALLS	BR 151000 GREY OIL
(85)	WALLS	BR 151000 GREY OIL
(86)	WALLS	BR 151000 GREY OIL
(87)	WALLS	BR 151000 GREY OIL
(88)	WALLS	BR 151000 GREY OIL
(89)	WALLS	BR 151000 GREY OIL
(90)	WALLS	BR 151000 GREY OIL
(91)	WALLS	BR 151000 GREY OIL
(92)	WALLS	BR 151000 GREY OIL
(93)	WALLS	BR 151000 GREY OIL
(94)	WALLS	BR 151000 GREY OIL
(95)	WALLS	BR 151000 GREY OIL
(96)	WALLS	BR 151000 GREY OIL
(97)	WALLS	BR 151000 GREY OIL
(98)	WALLS	BR 151000 GREY OIL
(99)	WALLS	BR 151000 GREY OIL
(100)	WALLS	BR 151000 GREY OIL

**BOWSER ST. APARTMENT**  
159 BOWSER STREET  
NORTH VANCOUVER, BC  
V7P 3P9

NORTH ELEVATION

**DOUGLAS R. JOHNSON ARCHITECT LTD.**  
#374-301 WEST 3RD ST.  
NORTH VANCOUVER, BC V7P 3P9

As Fabricated  
DP-1.09  
DP-1.09

1. 159 BOWSER STREET  
NORTH VANCOUVER, BC  
V7P 3P9  
2. 159 BOWSER STREET  
NORTH VANCOUVER, BC  
V7P 3P9  
3. 159 BOWSER STREET  
NORTH VANCOUVER, BC  
V7P 3P9  
4. 159 BOWSER STREET  
NORTH VANCOUVER, BC  
V7P 3P9  
5. 159 BOWSER STREET  
NORTH VANCOUVER, BC  
V7P 3P9  
6. 159 BOWSER STREET  
NORTH VANCOUVER, BC  
V7P 3P9  
7. 159 BOWSER STREET  
NORTH VANCOUVER, BC  
V7P 3P9  
8. 159 BOWSER STREET  
NORTH VANCOUVER, BC  
V7P 3P9  
9. 159 BOWSER STREET  
NORTH VANCOUVER, BC  
V7P 3P9  
10. 159 BOWSER STREET  
NORTH VANCOUVER, BC  
V7P 3P9



**The Corporation of the District of North Vancouver****Bylaw 8080**

A bylaw to amend the District of North Vancouver Zoning Bylaw 3210, 1965

---

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

**1. Citation**

This bylaw may be cited as "District of North Vancouver Rezoning Bylaw 1317 (Bylaw 8080)".

**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 83      CD83"**

**The CD83 Zone is applied to:**

Lot 11, Block A, District Lot 825, Plan 7431  
(PID: 010-618-007)

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

**" 4B83 Comprehensive Development Zone 83 CD83**

**4B83-1) Intent:**

The purpose of the CD83 Zone is to establish specific land use and development regulations for a 16 unit apartment building.

**4B83-2) Uses:**

The following *principal uses* shall be permitted in the Comprehensive Development 83 Zone:

(a) Uses Permitted Without Conditions:

(i) Residential building, low rise apartment;

(b) Conditional Uses:

- (i) Live-work use;

**4B83-3) Conditions of Use:**

The use of land, buildings and structures for live-work use is permitted subject to the following conditions:

- (a) Live-work use is limited to the ground floor of the building;
- (b) Businesses within a live-work use are limited to the following uses only, as defined in Part 2A of the Zoning Bylaw, 1965:
  - (i) Office use; and
  - (ii) Personal service use;
- (c) The following uses are specifically prohibited in a live-work use:
  - (i) Dating service;
  - (ii) Exotic dancer business;
  - (iii) Gun shops;
  - (iv) Social escort business or other similar business; and
  - (v) Tattooing, piercing, branding or other similar service;
- (d) A live-work use may not be used solely for business purposes;
- (e) The business component of a live-work use must be conducted by a resident of the dwelling unit in which live-work use is permitted and not more than 3 persons may be engaged at one time in a business in a live-work use;
- (f) All materials, equipment and products associated with a business in a live-work unit shall be stored within the building;
- (g) No vibration, noise, heat, glare, odour, or electrical interference shall be detectable from outside the live-work premises and no excessive traffic or air pollution shall be generated by a business in a live-work use;
- (h) No operations, displays or signs shall be visible from outside the premises of a live-work use with the exception of a sign name-plate not exceeding one square foot in area;
- (i) No commodity may be sold in a live-work use except that which is permitted to be made in a live-work use;

**4B83-4) Accessory Uses:**

(a) *Accessory uses* are permitted and are limited to:

- (i) Home occupations in accordance with the regulations in Section 405 of the Zoning Bylaw, 1965.

**4B83-5) Density:**

- (a) The maximum permitted density in the CD83 Zone is limited to a floor space ratio (FSR) of 1.0;
- (b) For the purposes of calculating floor space ratio, the area of underground parking garages, underground mechanical rooms, underground garbage and recycling collection areas, underground storage areas and, above ground electrical and mechanical rooms, is exempted.

**4B83-6) Amenities:**

Despite section 4B83-5, density in the CD83 Zone is increased to a maximum floor space ratio of 1.68, inclusive of any density bonus for energy performance, if the owner:

- 1. contributes \$111,850 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): public art; park, trail, environmental or other public realm improvements; municipal or recreation service or facility improvements; and/or the affordable housing fund; and
- 2. enters into a Housing Agreement to ensure that all units in the building may be rental units;

**4B83-7) Maximum Principal Building Size:**

Not applicable

**4B83-8) Setbacks:**

Buildings and structures shall be set back from property lines to the principal building face in accordance with the following regulations:

- a) North - 0m (0ft.);
- b) East - 2.3m (7.5ft.);
- c) South - 2.4m (7.9ft.);
- d) West - 9.6m (31.5ft.).



**4B83-9) Building Orientation:**

Not applicable

**4B83-10) Building Depth and Width:**

Not applicable

**4B83-11) Coverage:**

Buildings, structures, parking spaces, loading spaces and driveways shall not occupy more than 74% of the lot area;

**4B83-12) Height:**

- (a) For a building with a maximum FSR of 1.0, the building is limited to a maximum of two storeys and a maximum permitted height, as measured to the top of the roof parapet, of 8m (26.25ft.); or,
- (b) For a building with a maximum FSR of 1.68 as contemplated in Section 4B83-6, the building is limited to a maximum of three storeys and a maximum permitted height, as measured to the top of the roof parapet, of 11m (36ft.);

**4B83-13) Acoustic Requirements:**

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

**4B83-14) 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.

**4B83-15) Subdivision Requirements:**

Not Applicable

**4B83-16) Additional Accessory Structure Regulations:**

Not applicable.

**4B83-17) Parking and Loading Regulations:**

- (a) A minimum of 22 parking spaces are required, inclusive of designated visitor parking and parking for persons with disabilities;
  - (b) A minimum of 1 parking space designated for persons with disabilities is required;
  - (c) A minimum of 2 parking spaces are required for designated visitor parking;
  - (d) All regular, small car and handicapped parking spaces shall meet the minimum width and length standards established in Part 10 of the Zoning Bylaw, exclusive of building support columns;
  - (e) All manoeuvring aisles shall be a minimum of 6.79m (22.3ft.) wide; and
  - (f) A minimum of 7 Class 2 bicycle parking spaces are required."
- (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 Marine Drive Commercial Zone (C9) to Comprehensive Development Zone 83 (CD 83).

**READ** a first time

**PUBLIC HEARING** held

**READ** a second

**READ** a third time

Certified a true copy of Bylaw 8080 as at Third Reading

---

Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure on

**ADOPTED**

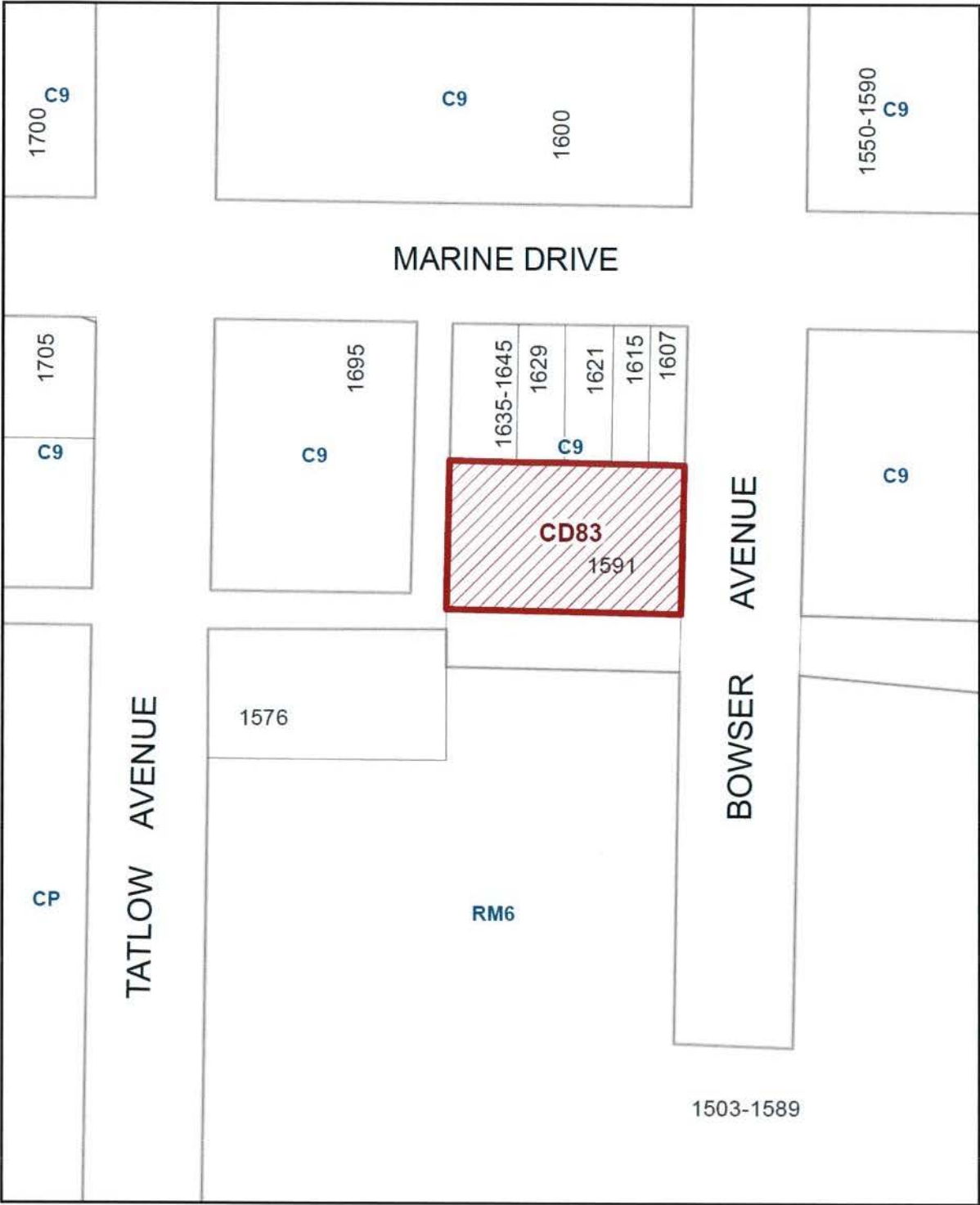
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Municipal Clerk

Certified a true copy

\_\_\_\_\_  
Municipal Clerk

BYLAW 8080 SCHEDULE A: ZONING MAP



MARINE DRIVE COMMERCIAL (C9) TO  
COMPREHENSIVE DEVELOPMENT ZONE 83 (CD83)



**The Corporation of the District of North Vancouver**

**Bylaw 8094**

A bylaw to enter into a Housing Agreement (1591 Bowser Avenue)

---

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 8094, 2014 (1591 Bowser Avenue)".

**2. Authorization to Enter into Agreement**

The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and London Meridian Properties Inc., Inc. No. 587926, substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands: PID: 010-618-007, Lot 11, Block A, District Lot 825, Plan 7431.

**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

**READ** a second time

**READ** a third time

**ADOPTED**

---

Mayor

---

Municipal Clerk

Certified a true copy

---

Municipal Clerk

## **Schedule A to Bylaw 8094**

### **SECTION 219 COVENANT – HOUSING AGREEMENT**

This agreement dated for reference the 1<sup>st</sup> day of November, 2014 is

**BETWEEN:**

**LONDON MERIDIAN PROPERTIES INC.,** Inc. No. 587926  
#1700 – 1075 West Georgia Street  
Vancouver, BC V6E 3C9

(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 development on the Lands contemplated in the Development Permit containing not more than 16 Units;
- (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 8094 and will remain in effect until terminated by the District.

**3. RENTAL ACCOMMODATION**

**3.01 Rental Disclosure Statement**

No Unit in any building on the Lands that has been strata title subdivided under the *Strata Property Act* may be occupied unless the Owner has:

- (a) before the first Unit in the said strata subdivision 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 in the said strata subdivision as rental strata lots and imposing at least 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 in the said strata subdivision before the prospective purchaser enters into an agreement to purchase in respect of the Unit.

**3.02 Rental Accommodation**

Every Unit 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. The restrictions set out in this Agreement shall not be construed to prevent a Unit Owner, or a member of the Unit Owner's family, from using a Unit for personal accommodation.

3.03 Binding on Strata Corporation(s)

This agreement shall be binding upon all strata corporations created upon the strata title subdivision of the Lands or any buildings on the Lands pursuant to the *Strata Property Act*.

3.04 Strata Bylaw Invalid

Any strata corporation bylaw or rule 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(s) shall not pass any bylaws or rules 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 or rule 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 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.

### 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 or powers 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 in priority to all charges and encumbrances which are registered, or pending registration, against title to the Lands in the Land Title Office, save and except those as have been approved by the District or have been granted in favour of the District..

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 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 prepaid courier, 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

If to the Owner:

London Meridian Properties Inc.  
#1700 – 1075 West Georgia Street  
Vancouver, BC V6E 3C9

**Attention:**

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 prepaid courier, on the day it was delivered; 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.

6.12 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.

6.13 Enuring Effect

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

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

- (a) 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.
- (b) 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 8030.

#### 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. London Meridian Properties Inc. (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 HSBC Bank Canada (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. CA359747 and CA359748 (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.

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 -



## London Meridian Properties: 1591 Bowser Development Application

### Public Input Meeting Summary Report

**Event Date:** June 19, 2014  
**Time:** 6:30pm – 8:30pm  
**Location:** 1591 Bowser Avenue  
**Attendance:** 12 members of the public  
**Comment Forms:** 1 comment sheet and 6 emails were submitted.

**Meeting Purpose:**

- 1) To present development application materials to neighbours
- 2) To provide an opportunity for the public to ask questions about the development
- 3) To provide an opportunity for neighbours to comment on the proposal.

**Notification:**

Invitation Brochures

Invitations with fact and comment sheets were delivered to residents within 100 metres of the site.

Site Sign

A sign was erected on the site on the Bowser Avenue frontage to notify neighbours of the meeting.

Newspaper Ad

A newspaper ad was placed in the North Shore News on June 8 and June 11. Copies of the ads are included in Appendix A: Notification.

**Attendance:**

12 members of the public attended and signed in for the meeting. A copy of the sign-in sheet is provided in Appendix B.

The following District staff and project team members were in attendance:

District of North Vancouver:

- Doug Allan, Development Planner, District of North Vancouver

Project Team:

- Doug Johnson, MAIBC, Douglas R. Johnson Architect, Ltd.
- Karim Virani, Virani Real Estate Advisors
- Daniel Fung, Bunt & Associates

Facilitator:

- Steven Petersson, Petersson Planning Consulting



Most of the participants indicated that they lived in condominium buildings south and south-east of the site.

**Overview:**

The Public Information Meeting was designed to provide several methods for the public to engage in the process.

The evening began with an Open House, which lasted approximately 40 minutes, where participants could browse display boards and have informal discussion with the architect and transportation consultant.

The Open House was followed by a fifteen minute presentation by the architect and transportation consultant.

The presentation was followed by a thirty-minute dialogue that provided the public with an opportunity to ask questions and discuss the project. The facilitator noted public comments and questions on flip chart paper on the wall. Since most participants were engaged in the informal dialogue during the Open House, the question and answer session after the presentation was brief.

The key themes of the evening were parking and access.

**Public Dialogue:**

(Q = Question, A = Answer, C=Comment, and the number is to track the dialogue)

Q1 Will the building have restrictions on children or pets?

A1 No.

Q2 Will rentals be allowed?

A2 Yes. For new buildings, the DNV requires developers to enter a Housing Agreement that prohibits future strata councils from limiting rental units in the building.

Q3 Are those full balconies or "Romeo and Juliette" balconies?

A3 Those are full balconies, as per DNV standards.

Q4 What will the roof be like?

A4 It will be a flat roof with overhangs and stained cedar soffits.

Q5 If approved, how long will it take to construct?

A5 Approximately one year.

Q6 What is the building coverage?

A6 The building coverage is approximately 65%. The C-9 zone permits 85% total site coverage but does not regulate building coverage separately.

Q7 How much parking is proposed and required?

A7 According to the DNV Zoning Bylaw, 32 parking stalls are required for the 16 residential units. The proposal is to provide 23 secured underground parking stalls (including 4 designated visitor stalls).

C8 The ceiling height for the underground parking might be too short to allow high vehicles. Some parking stalls should be provided on the surface.

A8 The small site makes provision of surface parking stalls very challenging.

C9 The big issue on this project is the amount of parking.

A9 New parking rules are being drafted by the DNV, which will result in adjustments in required parking in the various town and village centres, including Marine Drive. On the basis of those rules, parking for apartment projects adjacent to Marine drive could be reduced to 1.1 spaces per unit plus 0.1 spaces per unit for visitor parking, for an overall rate of 1.2 spaces per unit. As submitted, this project provides parking on the basis of 1.43 spaces per unit, including visitor parking.

Q10 Could some of the visitor parking stalls be converted to residential parking stalls?

A10 For this project, the DNV requires four visitor parking stalls. If permitted by the DNV, we could consider converting the visitor stalls into residential stalls.

Q11 Does providing charging stations for electric vehicles really reduce demand for parking?

A11 The empirical studies demonstrate that this is so.

C12 How will this project affect adjacent property values?

A12 It is very unlikely that it will decrease property values. It will probably increase property values.

Q13 Are parking studies done on buildings after they have been constructed, to see how much parking is actually used and required? Has such a study been conducted on Marine Drive?

A13 Bunt & Associates does this type of research on projects they have worked on. Bunt's recommendations are based, in part, upon this research.

Q14 Why is parking access located on the west lane? This could have implications for adjacent development.

A14 Access to underground parking is located at the low part of the site.

C15 The access to parking as proposed would result in drivers taking a circuitous route to the parkade. Parking access could be provided on Bowser Avenue.

A15 Locating the parking access on Bowser Avenue would put the entrance to the garage too close to the lane and could present a safety issue.

C16 The lane is narrow for the volume of traffic.

A16 The south lane is 9m wide, which is 50% wider than the standard 6m lane.

C17 This project does not adhere to the vision for the C-9 zone, which contemplated a mid-block east-west lane.

A17 There is a mid-block lane with a jog in it. The lane will function similarly to today.

C18 It is important to preserve east-west lane access. Perhaps a lane between Philip and MacGuire could have speed bumps installed.

C19 Traffic congestion on Marine Drive is an issue.

Q20 Where will trades park? Where will moving vans and large vehicles park?

A20 Increasing underground garage height affects building height, excavation depth and the grade of the access ramp.

### **Comment Sheet and Email Summary**

One comment sheet and 6 emails were submitted to the DNV after the meeting. Copies of the correspondence are attached as an Appendix C.

Below is a summary of the key themes communicated via comment sheets and emails after the meeting. They are clustered according to topic.

#### Architecture

- During the presentation, I did not see or hear anything that will cause major problems for Norgate or Illahee. This is the first time I remember a recently proposed Marine Drive development actually being lower than the District's guidelines and not applying for a height variance. We hope this is the start of a trend to observe the established OCP maximum height restriction. Although the drawings of the building have the District-approved flat roof and square appearance for the Marine Drive corridor, it seems to be less looming or overwhelming than the recent buildings. A greater variety of architecture and heights, such as the Village at Park Royal, is preferable to the sameness of all flat roofs. The material and colour choice seems to be good and is similar enough to those chosen for Illahee to fit into the neighbourhood.
- I am very pleased the proposed building has been brought down to three floors.

#### C-9 Zone: Lot Size & Density

- What was the District Planning department's intent when they came up with the 1 FSR and 1.75 FSR depending on the size of the lot [in the C-9 Zone]? I would guess the intent was to give incentive to have the smaller lots consolidated into a larger lot to permit the higher FSR. The project as proposed would have a severe impact on any future development of the properties to the North on Marine Drive as that property will have a commercial component.
- We request that any new development meet the current C-9 Zone put in place for this and the other properties on this complete block from Tatlow to Bowser so that a proper development that is fair to all the current owners and an enhancement to Marine Drive can be built; or revisit the C-9 Zone with the adjacent Community Association to consider revisions to the zone.
- Redevelopment of the entire block may be preferable for this area, as the applicant's building is arguably in better condition than the others.
- This 3 storey apartment building would work well as an "infill" type of project.
- If this proposal goes ahead, it will create a problem for future development of this block (Tatlow to Bowser). It will mean another small building, north, on Marine Drive.



### Land Use

- As the current 1591 Bowser property is all commercial office space, it would appear not very practical to reduce the commercial office space available in the District at this time and converting this building to all residential with the explosion of all the other new residential properties in this area. We know of other current buildings currently with 100% office space in the Marine Drive corridor that are already approved to be redeveloped into 100% residential use.

### Parking

- Parking is an issue.
- Consider resident parking only in the alleys
- Lots of cars park in the alley from MacGowan to Tatlow to catch the bus downtown
- I park in the back alley between MacGowan and Bowser
- The amount of parking spaces and enough room for service vehicles, moving trucks, etc. seems to be an issue. A related issue is yet another application for a variance to the OCP, in this case, nine parking spaces.
- I am not in favour of the 9 space parking variance the applicant is asking the DNV to consider. I quote from the information package provided: "Main floor units which could be used for live/work purposes." Not only is the developer asking for a variance on the number of parking spaces, they are stating that businesses are to be run within the units with decreased parking for clients of these businesses let alone the residents of the building. Regardless of the Metro Van parking study, people still drive cars.
- I question the applicability of the Metro Vancouver Apartment Parking Survey to this proposal, and note that the 15 communities surveyed did not include either West Vancouver or the DNV. Further, the study found that "Apartment renters generally have lower parking demands than do owners" and "Vehicle holdings and parking demand for apartment renters are much lower than for owners." Presumably the inclusion of rental units in the survey skewed the results insofar as their applicability to the subject proposal is concerned.
- I would strongly urge, given that the current supply of on-street parking does not meet the demand, that the requested variance in the required number of parking spaces for the building proposed for 1591 Bowser be denied.
- I do not think that there should be a variance of nine parking spaces. This is a very busy area and we do not need more people parking all day on the lane or on Bowser. The traffic consultant said that there was no problem with the bus service. He has not been at the bus stop around 3pm on a Saturday afternoon when the buses are full and go sailing by without stopping. I did not believe that his presentation was credible with the actual availability of buses.

### Traffic

- Back lanes are very busy. Cars going west turn onto Philips and head down the alley to avoid bridge back-up traffic.
- Speeding down the alley – consider speed bumps in alleys
- Bowser has too much non-local traffic
- Is the north-south lane behind the proposed development necessary any longer, or should it be decommissioned as was the "highway" on the Save On Foods site? At present it seems mainly to be used for parking alongside the Mitsubishi dealership. Sale of the lane may generate extra



funds for the DNV which can then be used for local benefit. Otherwise, it is literally a waste of space.

- Should vehicles be going either onto, or turning off Marine Drive from this narrow lane, when they can more safely use Bewicke? Exiting onto Marine Drive mid-block is dangerous for both pedestrians and vehicles due to visibility. The proposed development could be redesigned, and an easier and safer parking access from Bowser or the lane to the south should be created. This should have the benefit of reducing vehicle accidents for residents, especially if they have children.
- Both architects told me that the number of cars on the road has stayed the same for the last ten years. If this is true, then why is Marine Drive so congested and North Shore residents so angry about it?
- Concern about increased traffic volumes in the east-west alley south of the development site
- The east-west alley south of the development must remain open at all times if construction is to occur and thereafter. There is no traffic light at the intersection of Bowser and Marine. Impossible to turn left and difficult to turn right due to lack of visibility due to parked cars on Marine in front of Capilano glass. Drivers are forced to use the alley (east and west) to access a light to cross or proceed along Marine Drive.
- I have a concern about the statement that the lane will take on a pedestrian character. While at first blush this is an attractive notion, it does raise a safety issue.
- Consider erecting stop signs in the lane where it intersects with Bowser.
- The lane is very important for getting to the Tatlow or Garden light to have access to Marine Drive. I do not think that there should be any interference with this very used access.
- There will be problems with access to the lane (from Bowser to Tatlow) with any construction and that will be very difficult.
- I don't think it is good planning to build a lot of smaller projects in place of a larger project. More buildings mean more entrances and exits for underground parking and/or surface parking and resulting traffic circulation problems.

## Conclusion

The purpose of this public meeting was to present to neighbours the proposed development concept, and provide an opportunity for neighbours to ask clarifying questions and comment on the proposal. 12 people signed in and participated in the meeting. Participants asked the development team and District planner a variety of specific questions. Most participants indicated that they lived in adjacent multi-family buildings south and south-east of the subject site.

The key themes raised at the meeting were parking and access. Residents expressed that they wish to see the east-west lane connectivity preserved. They also expressed concern about traffic volumes on Marine Drive and the proposed parking supply. The meeting length and format was sufficient to provide all participants an opportunity to learn more, ask questions, and make the comments they wished to provide that evening.

# PUBLIC HEARINGS

occurring consecutively in the order noted below

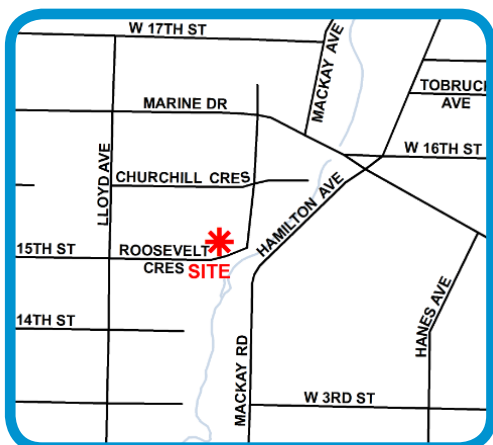
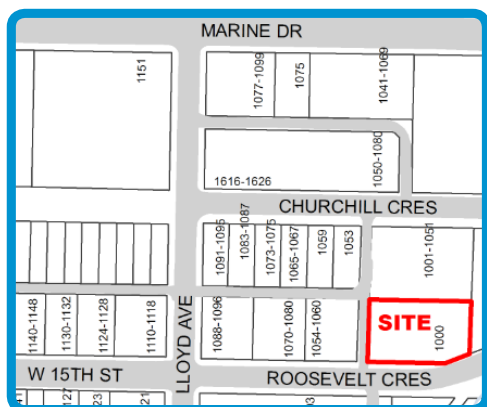
## Tuesday, January 27, 2015 at 7pm

District Hall, 355 West Queens Road

### 1000 Roosevelt Crescent

#### Additional Permitted Uses

Bylaw 8087 proposes to amend the Zoning Bylaw by adding "artist studio" and "office purposes" to the list of permitted uses in the CD3 Zone specific to 1000 Roosevelt Crescent.

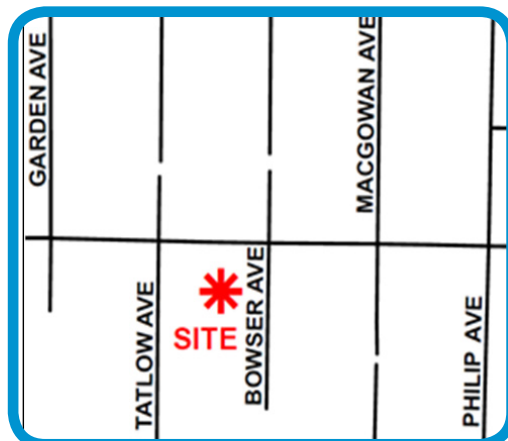


**Contact:** Natasha Letchford, Community Planner, at 604-990-2378 or [letchfordn@dnv.org](mailto:letchfordn@dnv.org).

### 1591 Bowser Avenue

#### 16 Unit Apartment Building

Bylaw 8080 proposes to amend the Zoning Bylaw to create a new Comprehensive Development Zone (CD83) and rezone 1591 Bowser Avenue from C9 to CD83 enabling the development of a 16 unit, three-storey apartment building with underground parking.



**Contact:** Doug Allan, Community Planner, at 604-990-2357 or [alland@dnv.org](mailto:alland@dnv.org).

#### When can I speak?

**Tuesday, January 27, 2015 at 7 pm.** You can speak in person by signing up at the Hearings or you can provide a written submission to the Municipal Clerk at [input@dnv.org](mailto:input@dnv.org), or by mail before the conclusion of the relevant Hearing.

#### Need more info?

Relevant background material and the bylaws are available at the Municipal Clerk's Office or at [dnv.org/public\\_hearing](http://dnv.org/public_hearing). Office hours are Monday to Friday 8 am to 4:30 pm.



[facebook.com/NVanDistrict](https://facebook.com/NVanDistrict)

[dnv.org/public\\_hearing](http://dnv.org/public_hearing)



[@NVanDistrict](https://twitter.com/NVanDistrict)

THIS PAGE LEFT BLANK INTENTIONALLY