

# AGENDA

## *PUBLIC HEARING*

**Tuesday, March 3, 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

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## PUBLIC HEARING

7:00 p.m.  
Tuesday, March 3, 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 1322 (Bylaw 8096)**

*Purpose of Bylaw:*

Bylaw 8096 will amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 84 (CD84) and rezoning the subject lands from C2 to CD84 to permit the development of a thirty-five unit residential apartment building.

**3. PRESENTATION BY STAFF**

Presentation: Casey Peters, Community Planner

**4. PRESENTATION BY APPLICANT**

Presentation: Joey Stevens, GBL Architects

**5. REPRESENTATIONS FROM THE PUBLIC**

**6. QUESTIONS FROM COUNCIL**

**7. COUNCIL RESOLUTION**

*Recommendation:*

THAT the March 3, 2015 Public Hearing be closed;

AND THAT "The District of North Vancouver Rezoning Bylaw 1322 (Bylaw 8096)" be returned to Council for further consideration.

**8. CLOSING**

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

## **Bylaw 8096**

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

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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 1322, (Bylaw 8096)”.

### **2. Amendments**

2.1 “The District of North Vancouver Zoning Bylaw 3210, 1965” is amended as follows:

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

“Comprehensive Development Zone 84 CD84”

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

**“4B84 Comprehensive Development Zone 84 CD84**

**The CD84 Zone is applied to:**

Lot 5 District Lot 2023 Plan 15449, PID: 007-659-954;  
Lot 1 of Lots 7 and 8 Block 2 District Lot 2023 Plan 4336, PID 011-632-721;  
Lot 2 of Lots 7 and 8 Block 2 District Lot 2023 Plan 4336, PID 011-632-739; and  
Lot 3 of Lots 7 and 8 Block 2 District Lot 2023 Plan 4336, PID 011-632-755.

#### **4B84-1) Intent:**

The purpose of the CD84 Zone is to establish specific land use and development regulations for a 35 unit apartment project.

#### **4B84-2) Uses:**

The following *principal uses* shall be permitted in the Comprehensive Development 84 Zone:

#### **(a) Uses Permitted Without Conditions:**

- (i) Five Storey Residential building, multiple-family apartment

**(b) Conditional Uses:**

Not Applicable

**4B84-3) Conditions of Use:**

Not Applicable

**4B84-4) Accessory Uses:**

(a) *Accessory uses* are permitted and may include but are not necessarily limited to:

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

**4B84-5) Density:**

- (a) The maximum permitted density in the CD84 Zone is limited to a floor space ratio (FSR) of 1.75, inclusive of any density bonus for energy performance;
- (b) For the purposes of calculating floor space ratio, the following areas are excluded:
  - i. Parking garage;
  - ii. Amenity space to a maximum of 60.4m<sup>2</sup> (650 sq ft).

**4B84-6) Amenities:**

- (a) Despite subsection 4B84-5, density in the CD84 Zone is increased to a maximum floor space of 3444m<sup>2</sup> (37,071 sq ft), inclusive of any density bonus for energy performance, if the owner:
  - 1. Enters into a Housing Agreement prohibiting any restrictions preventing the owners in the project from renting their units; and
  - 2. Contributes \$57,557 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; maintenance of the retained hedge on the land to be dedicated as lane; and/or park, trail, environmental, pedestrian or other public realm, infrastructure improvements.

**4B76-7) Maximum Principal Building Size:**

Not applicable

**4B84-8) Setbacks:**

Buildings shall be set back from property lines to the closest building face (excluding any partially exposed underground parking structure) as established by development permit and in accordance with the following regulations:

<b>Setback</b>	<b>Buildings (Min Setback)</b>
North	5.03m (16.5 ft)
East	2.27m (7.5ft)
West	2.29m (7.5 ft)
South	8.08m (26.5 ft)

**4B84-9) Building Orientation:**

Not applicable

**4B84-10) Building Depth and Width:**

Not applicable

**4B84-11) Coverage:**

(a) Building Coverage shall not exceed 56%.

(b) Site Coverage shall not exceed 71%.

**4B84-12) Height:**

The maximum permitted height for each building is 17.1 m (56.0 ft);

**4B84-13) 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:

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

**4B84-14) 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.

**4B84-15) Subdivision Requirements:**

Not applicable

**4B84-16) Additional Accessory Structure Regulations:**

Not applicable.

**4B84-17) Parking and Loading Regulations:**

- (a) A minimum of 60 parking spaces are required, inclusive of designated visitor parking and parking for persons with disabilities;
  - (b) A minimum of 4 parking spaces are required for designated visitor parking;
  - (c) All parking spaces shall meet the minimum width and length standards established in Part 10 of the Zoning Bylaw, exclusive of building support columns;
  - (d) A minimum of 17 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 Commercial 2 Zone (C2) to Comprehensive Development Zone 84 (CD 84).

**READ** a first time February 16<sup>th</sup>, 2015

**PUBLIC HEARING** held

**READ** a second time

**READ** a third time

**ADOPTED**



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Mayor

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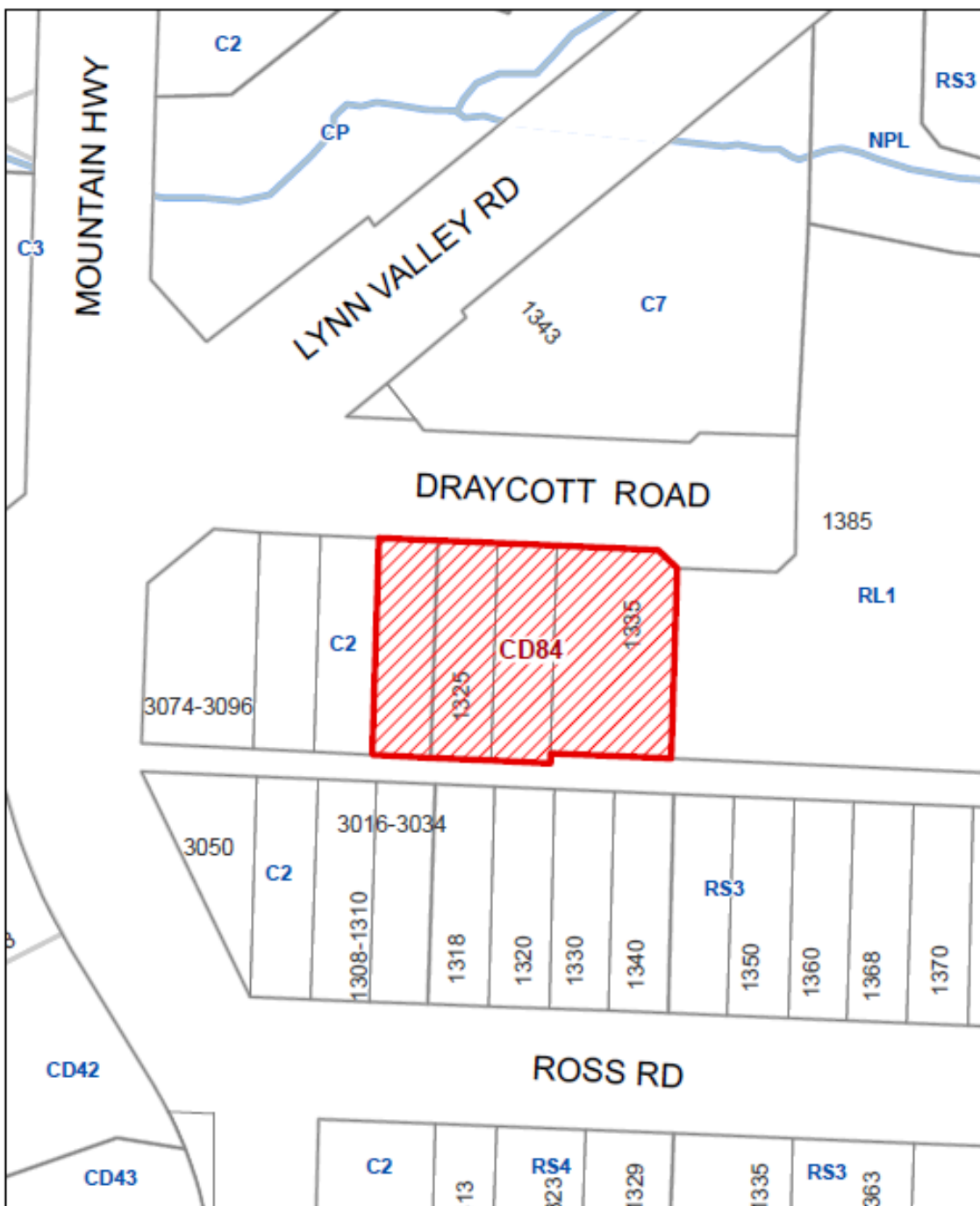
Municipal Clerk

Certified a true copy

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Municipal Clerk

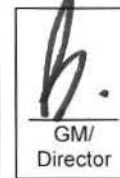
# Schedule A to Bylaw 8096



GENERAL COMMERCIAL ZONE (C2) TO  
COMPREHENSIVE DEVELOPMENT ZONE 84 (CD84)



AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>Feb 2, 2015</u>
<input type="checkbox"/> Workshop (open to public)	Date: _____



## The District of North Vancouver REPORT TO COUNCIL

January 23, 2014  
File: 3060-20/23.14

**AUTHOR:** Casey Peters, Community Planner

**SUBJECT:** BYLAWS 8096 AND 8097: REZONING AND HOUSING AGREEMENT FOR A  
35 UNIT APARTMENT PROJECT: 1325-1335 DRAYCOTT ROAD

**RECOMMENDATIONS:** It is recommended that:

1. Bylaw 8096, which rezones the subject site from General Commercial Zone 2 (C2) to Comprehensive Development 84 (CD84) to enable the development of a 35 unit residential apartment project, be given FIRST Reading;
2. Bylaw 8097, which authorizes a Housing Agreement to prevent future rental restrictions on the subject property, be given FIRST Reading; and
3. Bylaw 8096 be referred to a Public Hearing.

### REASON FOR REPORT:

The proposed project requires Council's consideration of:

- Bylaw 8096 to rezone the subject properties; and
- Bylaw 8097 to authorize entry into a Housing Agreement to ensure that owners are not prevented from renting their units.

### SUMMARY:

The applicant proposes to redevelop 4 commercial lots located at 1325 and 1335 Draycott Road for a five storey, 35 unit apartment project. Implementation of the project requires a rezoning bylaw (Bylaw 8096), Housing Agreement Bylaw (Bylaw 8097), issuance of a development permit and lot consolidation. The Rezoning Bylaw and Housing Agreement Bylaw are recommended for Introduction and the Rezoning Bylaw is recommended for referral to a Public Hearing. A development permit will be forwarded to Council for consideration if the rezoning proceeds.



## **BACKGROUND:**

### Official Community Plan

The subject properties are split designated with three lots designated *Residential Level 5: Low Density Apartment* and one lot designated as *Residential Level 6: Medium Density Apartment* in the District Official Community Plan (OCP). RES5 envisions low rise apartments up to approximately 1.75 FSR and RES6 envisions medium rise apartments up to 2.5 FSR. A blended FSR of 1.91 has been calculated for this project based on the site area of each designation.

The proposed units are a mix of 2 and 3 bedroom units, which will be attractive to families and downsizers, and as such, the proposal responds to Goal #2 of the OCP to “encourage and enable a diverse mix of housing types...to accommodate the lifestyles and needs of people at all stages of life.”

The Lynn Valley Town Centre Flexible Planning Framework identified this site for up to 5 storeys. The proposed height is 5 storeys in compliance with the Flexible Planning Framework.



### Zoning:

The subject properties are zoned General Commercial Zone 2 (C2) which permits mixed use multi-family/ commercial development at a 1.75 FSR. Rezoning is required to permit this multi-family project at 1.91 FSR. Bylaw 8096 proposes the establishment of a new Comprehensive Development Zone 84 (CD84) tailored specifically to this project.

### Development Permit

The subject lots are designated as Development Permit Areas for the following purposes:

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



A detailed development permit report, outlining the project's compliance with the applicable DPA guidelines will be provided for Council's consideration at the Development Permit stage should the rezoning advance.

### 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 8097 is provided to implement that Policy.

### **ANALYSIS**

#### **The Site and Surrounding Area:**

The site consists of 4 Commercial lots located on the Draycott Road cul-de sac. Adjacent uses consist of multifamily to the east, commercial to the north and west and single family to the South. The OCP designates the properties to the west as Residential Level 6, the properties to the south and east as Residential Level 5 and the property to the north as Commercial Residential Mixed Use Level 1.



**Site Plan**

**Project Description:**

Site Plan/Building Description:

The project consists of 35 apartment units in a five storey residential building. The proposal includes the dedication of a new north-south lane on the east side of the site and a dedication along the south property line to widen the existing east-west lane.

The units are a mix of 2 and 3 bedrooms and range in size from 71m<sup>2</sup> (767 sq ft) to 105.9m<sup>2</sup> (1140 sq ft). The proposal also includes a residential amenity room. The building is approximately 17m (56 ft) in height.

There is a grade change across the site and the applicant has worked to address this by treating any exposed areas of walls from the underground parking with careful landscaping and ensuring the parkade is not more than 1m above grade in compliance with the District's Schedule B Design Guidelines.

VIEW FROM NORTHWEST





VIEW FROM SOUTHEAST



Parking

Parking is provided on two levels underground with access from the southeast corner of the site off the new north-south lane. There are 60 parking stalls proposed which results in 1.7 stalls per unit inclusive of 4 visitor stalls. This parking rate is slightly higher than the District's Parking Principles for OCP Town and Village Centres which contemplates 1.4 spaces/ unit for projects such as this one. The applicant retained CTS Ltd. to review the proposal in terms of vehicle volumes and parking. CTS concluded that the site is in a walkable location well served by transit and local services. Staff supports the slightly higher proposed parking rate as the building is comprised of 2 and 3 bedroom units.

The proposal also includes space for 19 bicycle storage spaces, 35 storage lockers and a dog washing station within the underground parking area.

Landscaping

The landscaping is concentrated around the perimeter of the site and includes planting at the entrance to the underground parking. The shared trees to the south of the existing lane are proposed for retention.

There is a significant hedge along the current east property line on land that will become the District's new north-south lane. Retention of this hedge was of key concern to the neighbours to the east so the applicant has worked to retain this hedge. The landscape architect has provided a protection plan for this hedge during construction. The new north-south lane can be constructed with the hedge retention.

### Acoustic Regulations

Bylaw 8096 includes the District's residential acoustic regulations for maximum noise levels in the bedrooms, living areas and other areas of the units. As a condition of a development permit, the applicant will be required to provide a report from a qualified noise consultant.

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

### Accessible Units

In response to the District's Adaptable Design Guidelines, 54% of the units will be designed to meet the Level 1B standard, 34% of the units will be designed to meet the Level 2 standard and 12% will meet Level 3. Should new guidelines be adopted prior to zoning adoption / issuance of DP then staff will consider the revised guidelines applicability to this project and work to incorporate new guidelines where possible.

### **OFF-SITE IMPROVEMENTS:**

The application includes the construction of a new lane to the east, upgrades to the lane to the south and off-site streetscape upgrades along Draycott Road, including a sidewalk.

### **GREEN BUILDING MEASURES:**

Compliance with the Green Building Strategy is mandatory given the need for rezoning and the project is targeting an energy performance rating of Energuide 80 and will achieve a building performance equivalent to Built Green™ 'Gold'.

### **IMPLEMENTATION:**

Implementation of this project will require consideration of a rezoning bylaw, Bylaw 8096, and a Housing Agreement Bylaw, Bylaw 8097, as well as issuance of a development permit and registration of legal agreements.

Bylaw 8096 (Attachment B) rezones the subject properties from General Commercial 2 (C2) to a new Comprehensive Development 84 Zone (CD84) which:

- establishes the multi-family residential use;
- allows home occupations as an accessory use;
- establishes a base density FSR (Floor Space Ratio) of 1.75;
- establishes a density bonus to an FSR of 1.91 subject to payment of a \$53,557 CAC and entering into a housing agreement to restrict future strata rental restrictions;
- establishes setback, height, building coverage and site coverage regulations;
- incorporates acoustic requirements; and
- establishes parking regulations specific to this project.



Bylaw 8096, (Attachment C) authorizes the District to enter into a Housing Agreement to ensure that the proposed units remain available as rental units.

In addition, the following legal agreements will be required prior to zoning bylaw adoption to secure:

- a green building covenant;
- a stormwater management covenant;
- a 1m right of way for a portion of the east edge of the site; and
- a lot consolidation that shows the required dedications.

#### **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 of \$53,557 has been calculated and this amount is included in the proposed CD84 Zone. It is anticipated that the CACs from this development will include contributions toward public art and park, trail, environmental, pedestrian or other public realm, infrastructure improvements.

#### **CONCURRENCE:**

##### Staff

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

##### Advisory Design Panel

The application was considered by the Advisory Design Panel on September 11, 2014 and the panel recommends approval of the project subject to a review of safe vehicle movements including sightlines on the north/south lane, and landscaping details including integration of landscape into patios.

In response to the Panel's motion, the applicant has submitted a view analysis that demonstrates that a car exiting the parkade has an unobstructed 180° view. This analysis has been reviewed and accepted by our Transportation Department. The landscape architect has added evergreen vines and planters between the patios to soften the fencing.

#### **PUBLIC INPUT:**

##### Public Information Meeting

The applicant held a facilitated early public input meeting at the preliminary application stage and a second facilitated Public Information Meeting on June 24, 2014. The second meeting was attended by approximately 20 residents.

A key issue from the preliminary application had been a concern regarding the retention of the hedge. The applicant advised the neighbours at the Public Information meeting that the hedge could be retained and that was strongly supported by adjacent neighbours.

Neighbours also raised challenges with the existing left turn from Draycott Road onto Lynn Valley Road. The applicant's traffic consultant attended the public information meeting and noted that the vehicle traffic is expected to significantly reduce (e.g. 45% reduction of vehicle trips during p.m. peak hour). This is due to the proposed change of use from commercial to residential.

Ideas regarding the pedestrian signal timing at Mountain Hwy and Lynn Valley Road as well as the possibility of a "no right turn on red" from Mountain Hwy onto Lynn Valley Road were raised by neighbours and in response, the District's Transportation Operations will begin a review of the Lynn Valley Road Mountain Hwy intersection to determine if intersection improvements can be made.

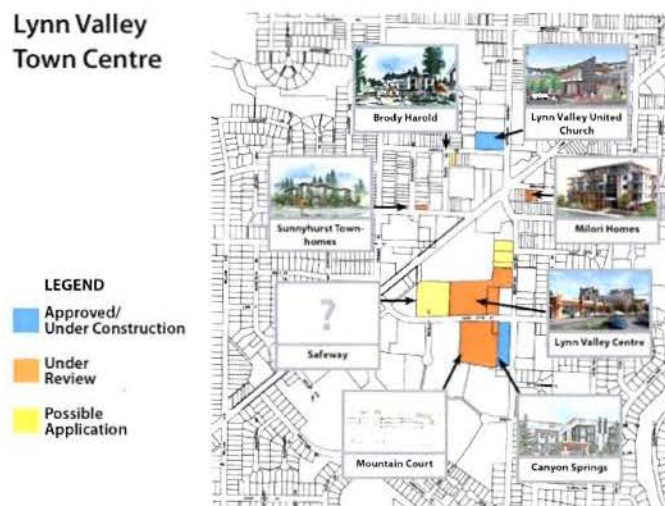
The Lynn Valley Transportation study proposed a new north/ south lane on the east side of the subject site. In future, when the parcels to the south redevelop, this lane will extend from Draycott Road to Ross Road and will allow for an alternative exiting option from the cul-de sac removing the neighbours' concern regarding the existing intersection. A copy of the facilitator's report is attached to this report.

## **CONSTRUCTION MANAGEMENT PLAN:**

The site is shown in relation to other residential construction projects and potential development projects in the image to the right. Under construction at this time in Lynn Valley is Canyon Springs in the 2600 block Mountain Highway south of 27<sup>th</sup> and Mill House in the 3200 block of Mountain Highway. Both of these projects are west of Mountain Highway. The subject project is east of Mountain Highway, north-east of the intersection of Mountain Hwy and Lynn Valley Road. The District's Construction Traffic Management Project

Engineer advises that the highway use permit for this project will need to take other active construction into account and manage construction worker and truck vehicle routes, staging and parking. In addition, the site itself will need to schedule excavation and concrete delivery activities in a way that the adjacent street network can handle. The District expects to undertake sanitary sewer work on Lynn Valley Road at Allan Road this winter, but that work is expected to be complete before excavation of the underground parking will occur on the subject site. At this time we are not expecting major civil infrastructure work in the immediate area in the near term.

**Lynn Valley  
Town Centre**





**SUBJECT: BYLAWS 8096 AND 8097: REZONING AND HOUSING AGREEMENT FOR  
A 35 UNIT APARTMENT PROJECT: 1325-1335 DRAYCOTT ROAD**

January 23, 2014

Page 9

A robust 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 and demolition works. This plan will need to take into account other construction projects active in the area including utility projects.

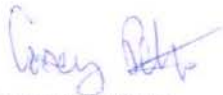
**CONCLUSION:**

This project is consistent with the directions established in the OCP and the Flexible Planning Framework for Lynn Valley. It addresses OCP housing policies related to the provision of a range of housing options. The project is now ready for Council's consideration.

**Options:**

The following options are available Council's consideration:

- 1) Introduce Bylaws 8096 and 8097 and refer Bylaw 8096 to a Public Hearing (staff recommendation); or
- 2) Defeat Bylaw 8096 and 8097 at First Reading.



Casey Peters  
Community Planner

**Attachments:**

A – Reduced project plans

B – Bylaw 8096

C – Bylaw 8097

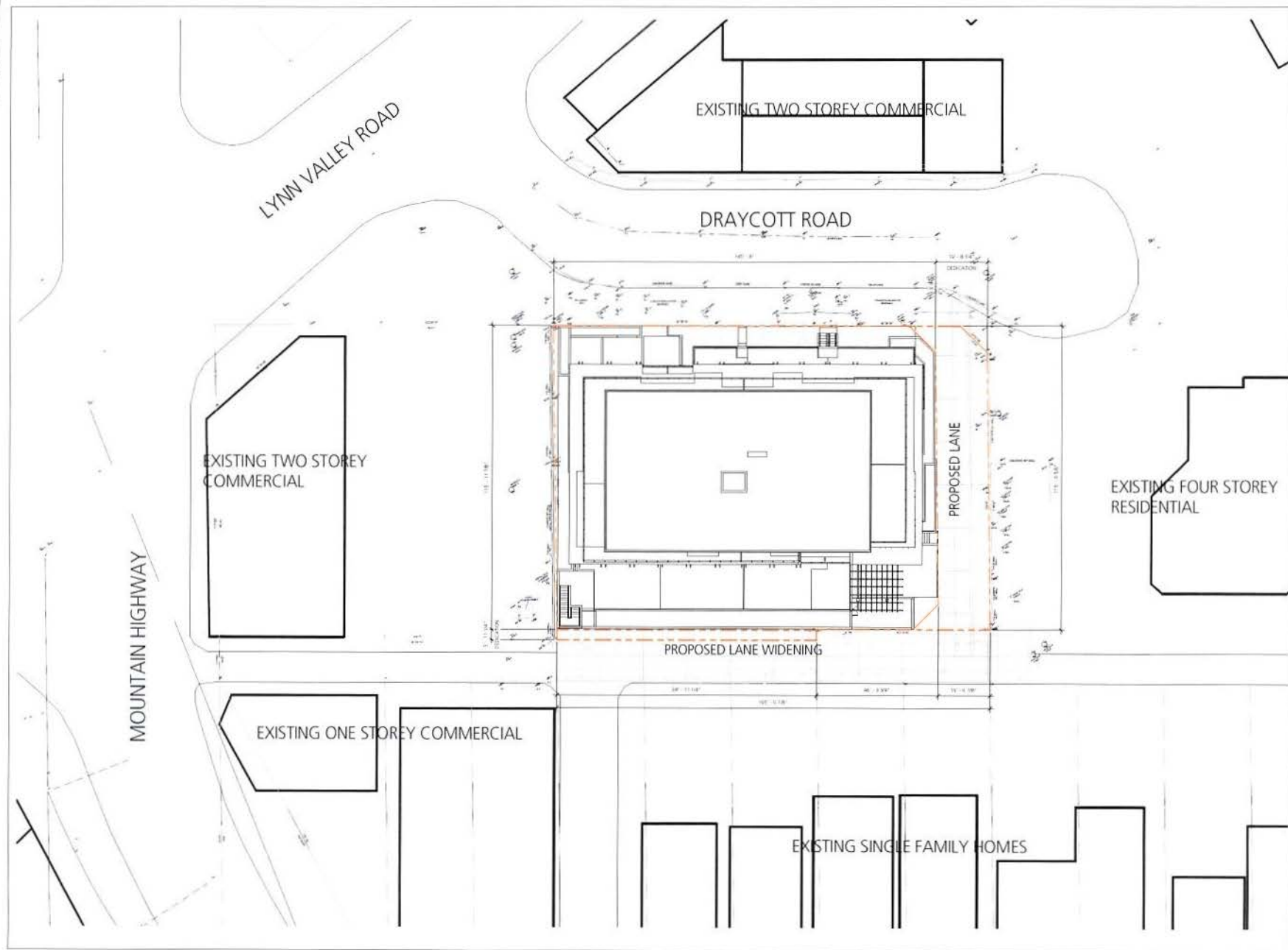
D – Public Information Meeting Facilitator's Report

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 _____
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<input type="checkbox"/> Human resources _____	<input type="checkbox"/> GIS _____	<input type="checkbox"/> Other: _____

**GBLARCHITECTS**



**1325 DRAVCOTT**



gBL ARCHITECTS INC.  
140-2234 WEST 11TH AVENUE TEL: 504.744.1155  
VANCOUVER, BC CANADA V6J 2C9 FAX: 504.744.1150  
www.gblarchitects.com  
NOTES

REVISIONS		
No.	Date	Description
1	Nov. 25, 2013	Preliminary Application
2	Jan. 6, 2014	Revised for Consideration
3	Jan. 30, 2014	Revised for Approval

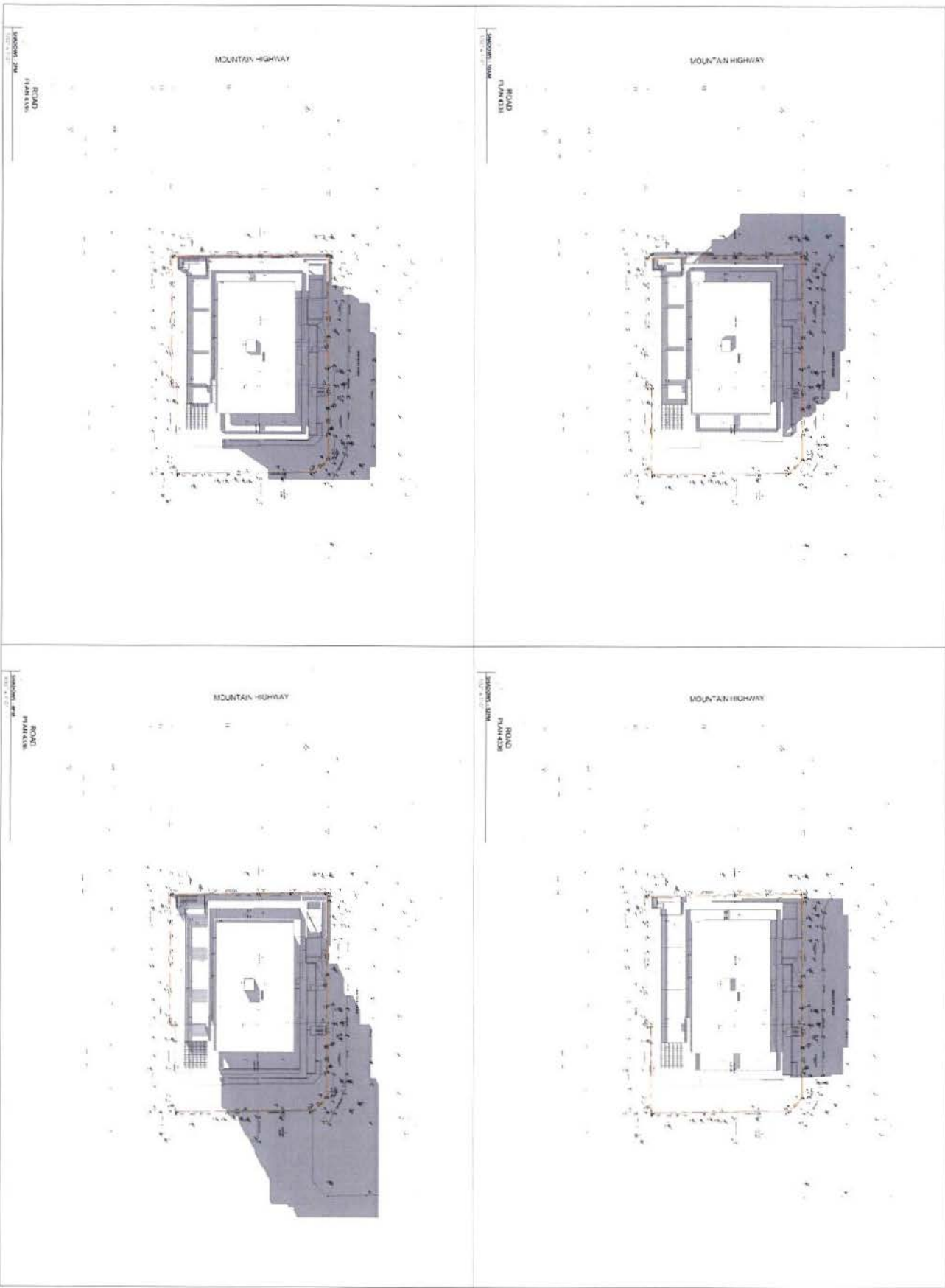
DRAYCOTT ROAD

DETAILED APPLICATION

SITE PLAN

DRAWN BY: W00714 B.C. 2.1.144  
CHECKED BY: 6  
SCALE: 1/8" = 1'-0"  
JOB NUMBER: 1285

A-1.00



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REVISION	DATE	DESCRIPTION
1	2018-01-11	Initial Design
2	2018-01-11	Final Design
3	2018-01-11	Final Design
4	2018-01-11	Final Design
5	2018-01-11	Final Design

DRAYCOTT ROAD  
DETAILED APPLICATION  
SHADOW ANALYSIS  
(MAR / SEP 21)  
DATE: 2018-01-11 14:00:00  
DRAWN BY: 1285  
JOB NUMBER: 1285  
A-1.05



W. ELEVATION



2. N. ELEVATION



**gBL**

gBL GROUP INC.  
100 WEST 11TH AVENUE  
SUITE 1000  
DENVER, CO 80202  
TEL: 303.733.7777  
WWW.GBLGROUP.COM

**REVISIONS**

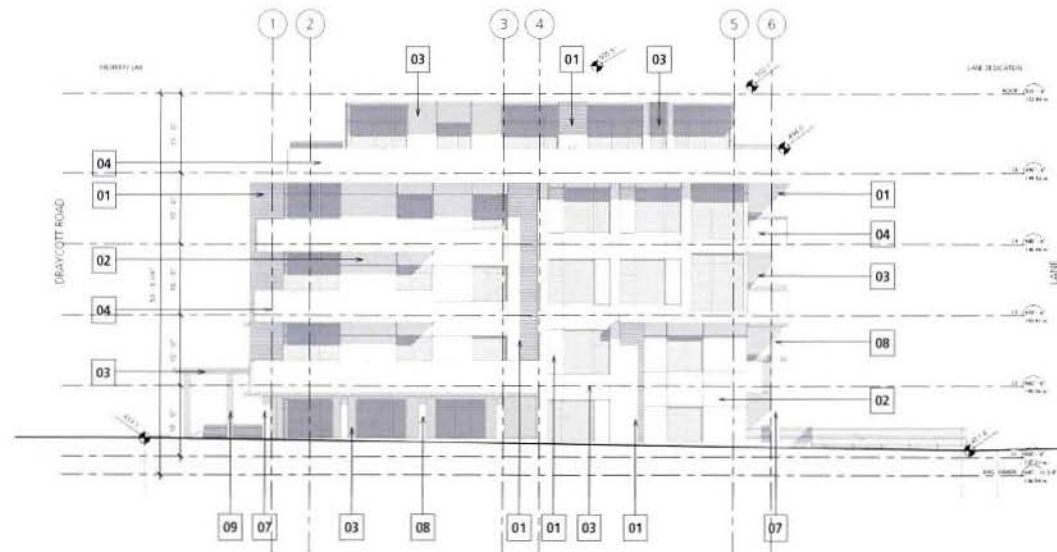
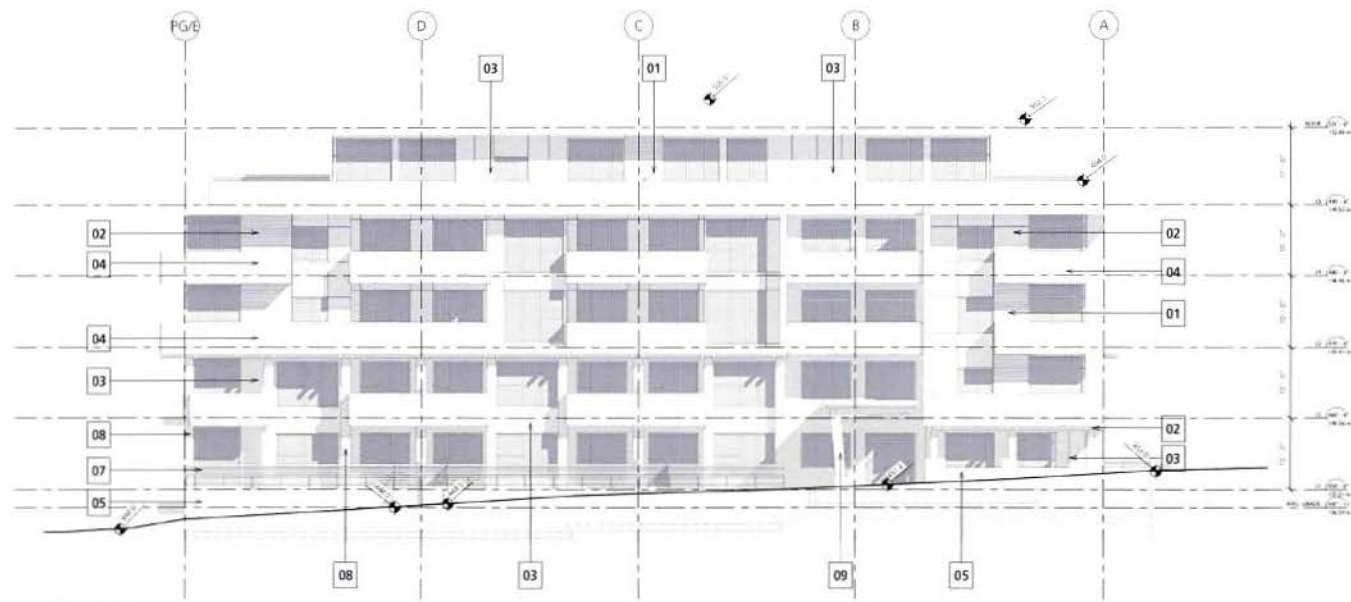
NO.	DATE	DESCRIPTION
1	10/15/2013	Issued for Review
2	10/15/2013	Issued for Review
3	10/15/2013	Issued for Review

**DRAYCOTT ROAD**

**DETAILED APPLICATION**

**3D VIEWS**

DATE: 10/15/2013  
DRAWN BY: [Signature]  
CHECKED BY: [Signature]  
SCALE: 1/8"=1'-0"  
JOB NUMBER: 1285



#### MATERIAL KEY

- 01 WOOD ACCENT PANELS (CLEAR STAINED CEDAR OR PAINTED CEMENTITIOUS PANEL)
- 02 WHITE CEMENTITIOUS PANEL
- 03 CHARCOAL CEMENTITIOUS PANEL
- 04 GLAZED GUARD RAIL
- 05 PAINTED ARCHITECTURAL CONCRETE
- 06 CULTURED STONE
- 07 CEDAR PRIVACY SCREEN
- 08 CEDAR CLAD POST
- 09 HEAVY TIMBER ENTRY CANOPY



gBL ARCHITECTS INC.  
 1001 - 100 AVENUE 1300 AVENUE  
 VANCOUVER, BC CANADA V6J 1J5  
 TEL: 604.681.1155  
 FAX: 604.681.1156  
 WWW.GBLARCHITECTS.COM

#### NOTES

#### REVISIONS

No.	Date	Description
1	Nov. 20, 2013	Preliminary Application
2	Jan. 15, 2014	Revised Application
3	Jan. 15, 2014	Revised Application

DRAYCOTT ROAD

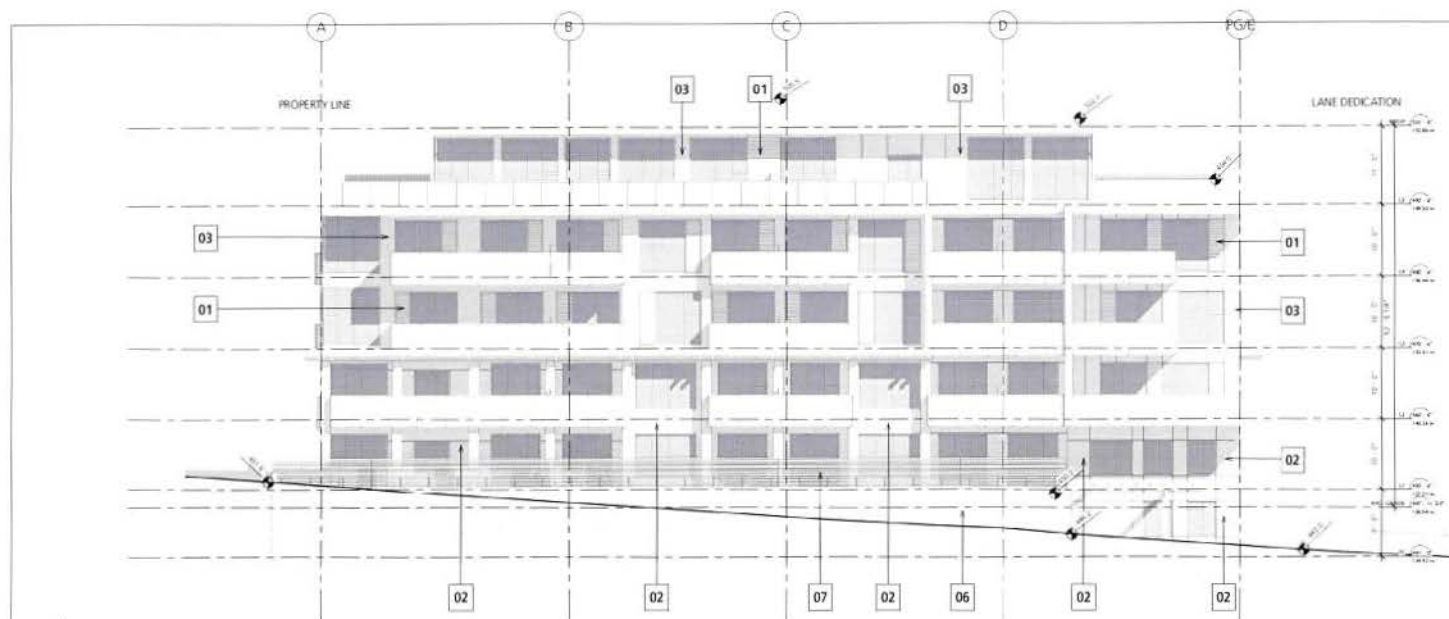
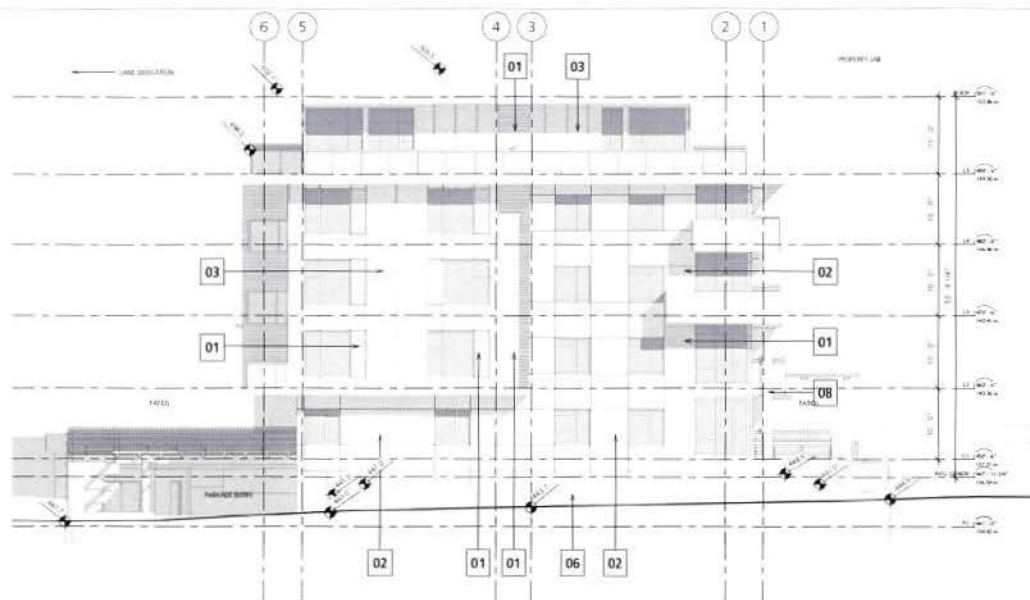
DETAILED APPLICATION

ELEVATIONS

DATE: 1/15/2014  
 DRAWN BY: gbl  
 CHECKED BY: gbl  
 SCALE: As indicated  
 JOB NUMBER: 1285

A-3.01



SOUTH  
1/8" = 1'-0"EAST  
1/8" = 1'-0"**MATERIAL KEY**

- 01 WOOD ACCENT PANELS (CLEAR STAINED CEDAR OR PAINTED CEMENTITIOUS PANEL)
- 02 WHITE CEMENTITIOUS PANEL
- 03 CHARCOAL CEMENTITIOUS PANEL
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- 08 CEDAR CLAD POST
- 09 HEAVY TIMBER ENTRY CANOPY

# gBL

gBL ARCHITECTS, INC.  
1401 2274 WEST 11TH AVENUE TEL: 403.236.1100  
VANCOUVER, BC, CANADA V6V 2C9 FAX: 403.236.1101  
www.gbl.ca  
NOTES

**REVISIONS**

No.	Date	Description
1.	Nov 20, 2013	Preparation Application
2.	Jan 1, 2014	Final Application - City of Vancouver
3.	Jan 1, 2014	Final Application - City of Vancouver

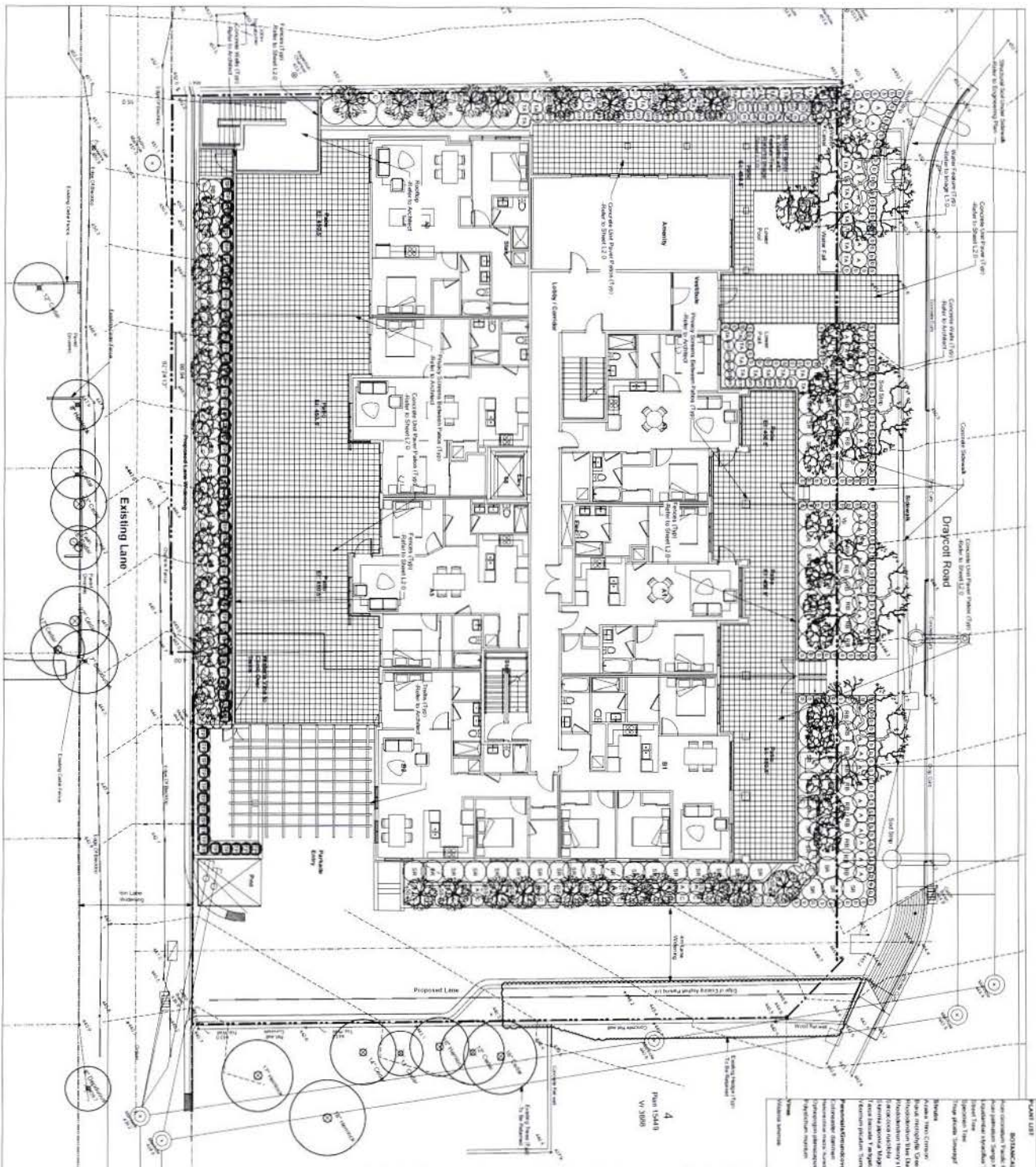
DRAYCOTT ROAD

DETAILED APPLICATION

ELEVATIONS

DATE: 1/20/14  
DRAWN BY: J. B. B. B. B.  
CHECKED BY: J. B. B. B. B.  
SCALE: As indicated  
JOB NUMBER: 1285

A-3.02



**PLANT LIST**

SYMBOL	COMMON NAME	SYMBOL	QUANTITY	SIZE
A1	Amelanchier canadensis	A1	12	10"
A2	Amelanchier canadensis	A2	12	10"
A3	Amelanchier canadensis	A3	12	10"
A4	Amelanchier canadensis	A4	12	10"
A5	Amelanchier canadensis	A5	12	10"
A6	Amelanchier canadensis	A6	12	10"
A7	Amelanchier canadensis	A7	12	10"
A8	Amelanchier canadensis	A8	12	10"
A9	Amelanchier canadensis	A9	12	10"
A10	Amelanchier canadensis	A10	12	10"
A11	Amelanchier canadensis	A11	12	10"
A12	Amelanchier canadensis	A12	12	10"
A13	Amelanchier canadensis	A13	12	10"
A14	Amelanchier canadensis	A14	12	10"
A15	Amelanchier canadensis	A15	12	10"
A16	Amelanchier canadensis	A16	12	10"
A17	Amelanchier canadensis	A17	12	10"
A18	Amelanchier canadensis	A18	12	10"
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A23	Amelanchier canadensis	A23	12	10"
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A25	Amelanchier canadensis	A25	12	10"
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A28	Amelanchier canadensis	A28	12	10"
A29	Amelanchier canadensis	A29	12	10"
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A95	Amelanchier canadensis	A95	12	10"
A96	Amelanchier canadensis	A96	12	10"
A97	Amelanchier canadensis	A97	12	10"
A98	Amelanchier canadensis	A98	12	10"
A99	Amelanchier canadensis	A99	12	10"
A100	Amelanchier canadensis	A100	12	10"



**PROJECT NAME**  
1325/1335  
DRAYCOTT AVE  
(Multi-Family)  
NORTH VANCOUVER, BC

**LANDSCAPE PLAN**

**DATE**  
2013

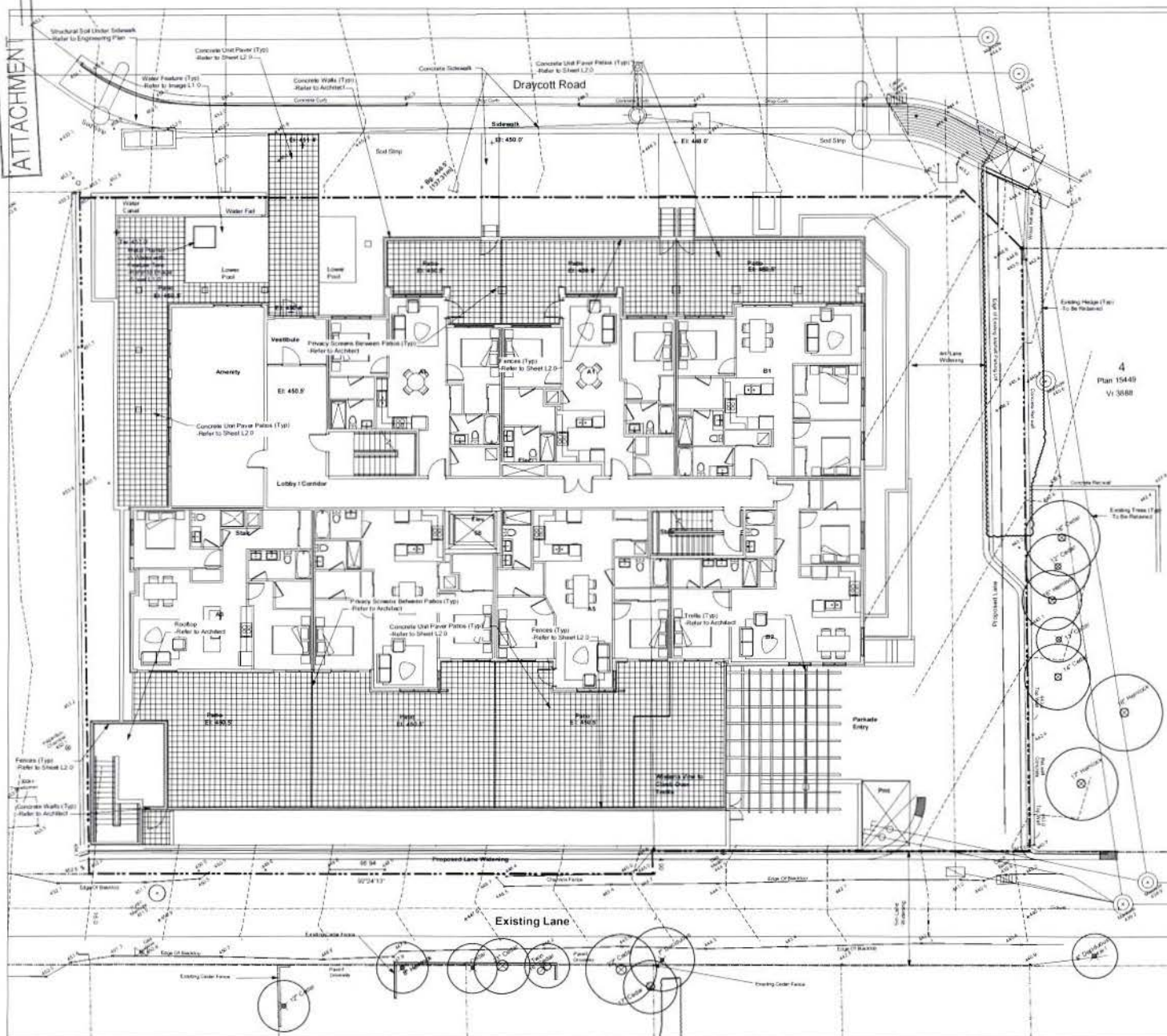
**DESIGNED BY**  
S&B

**CHECKED BY**  
S&B

**SCALE**  
1" = 10'

**NOTES**





#### Character Images of Water Feature



**EL COMANDANTE HELL, EVIL**      **ADAPTED TO GROUP** BY  
 MR. JAMES H. HENRY, JR.  
 (HARRISON) (HARRISON) (HARRISON)  
 (HARRISON) (HARRISON) (HARRISON)

---

**PILOT INFO**

PILOT INFO

## REVISIONS

doi:10.1371/journal.pone.0142401.g002



Senga Landscape Architecture  
4266 Forley's Way, North Vancouver  
p: 604.279.6527 f: 604.279.6154  
www.sengalandscape.com

PROJECT NAME

1325/1335  
DRAYCOTT AVE  
(Multi-Family)

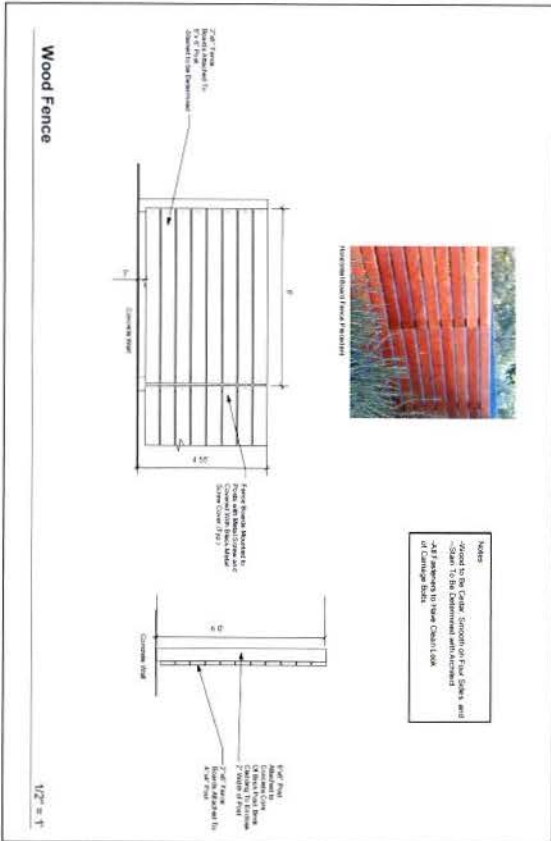
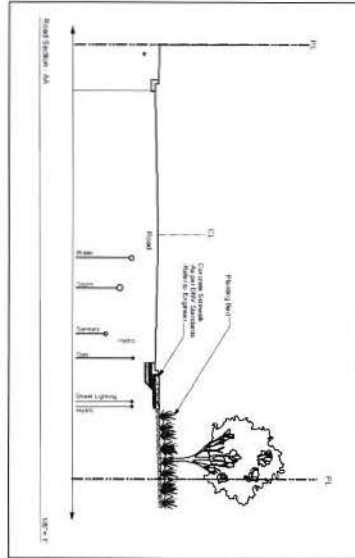
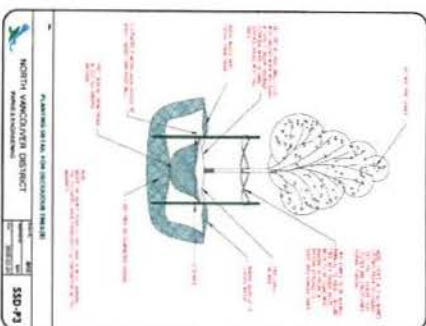
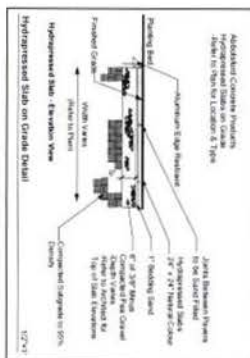
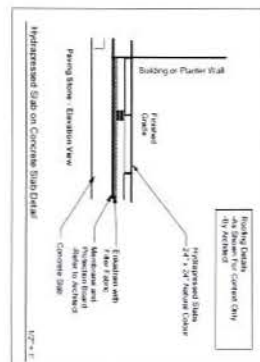
NORTH VANCOUVER, BC

### PROJECT DESCRIPTION

SITE PLAN

DATE	Dec. 20 19
CORRECTION	SOURCE
CHARACTER	SOURCE
SCALE	100% = 1

L1.0

[illegible]

## The Corporation of the District of North Vancouver

### Bylaw 8096

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 "The District of North Vancouver Rezoning Bylaw 1322, (Bylaw 8096)".

#### 2. Amendments

2.1 "The District of North Vancouver Zoning Bylaw 3210, 1965" is amended as follows:

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

"Comprehensive Development Zone 84 CD84"

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

**"4B84 Comprehensive Development Zone 84 CD84**

**The CD84 Zone is applied to:**

Lot 5 District Lot 2023 Plan 15449, PID: 007-659-954;  
 Lot 1 of Lots 7 and 8 Block 2 District Lot 2023 Plan 4336, PID 011-632-721;  
 Lot 2 of Lots 7 and 8 Block 2 District Lot 2023 Plan 4336, PID 011-632-739; and  
 Lot 3 of Lots 7 and 8 Block 2 District Lot 2023 Plan 4336, PID 011-632-755.

#### **4B84-1) Intent:**

The purpose of the CD84 Zone is to establish specific land use and development regulations for a 35 unit apartment project.

#### **4B84-2) Uses:**

The following *principal uses* shall be permitted in the Comprehensive Development 84 Zone:

#### **(a) Uses Permitted Without Conditions:**



- (i) Five Storey Residential building, multiple-family apartment

**(b) Conditional Uses:**

Not Applicable

**4B84-3) Conditions of Use:**

Not Applicable

**4B84-4) Accessory Uses:**

- (a) *Accessory uses* are permitted and may include but are not necessarily limited to:

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

**4B84-5) Density:**

- (a) The maximum permitted density in the CD84 Zone is limited to a floor space ratio (FSR) of 1.75, inclusive of any density bonus for energy performance;
- (b) For the purposes of calculating floor space ratio, the following areas are excluded:
  - i. Parking garage;
  - ii. Amenity space to a maximum of 60.4m<sup>2</sup> (650 sq ft).

**4B84-6) Amenities:**

- (a) Despite subsection 4B84-5, density in the CD84 Zone is increased to a maximum floor space of 3444m<sup>2</sup> (37,071 sq ft), inclusive of any density bonus for energy performance, if the owner:

1. Enters into a Housing Agreement prohibiting any restrictions preventing the owners in the project from renting their units; and
2. Contributes \$57,557 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; maintenance of the retained hedge on the land to be dedicated as lane; and/or park, trail, environmental, pedestrian or other public realm, infrastructure improvements.

**4B76-7) Maximum Principal Building Size:**

Not applicable

**4B84-8) Setbacks:**

Buildings shall be set back from property lines to the closest building face (excluding any partially exposed underground parking structure) as established by development permit and in accordance with the following regulations:

<b>Setback</b>	<b>Buildings (Min Setback)</b>
North	5.03m (16.5 ft)
East	2.27m (7.5ft)
West	2.29m (7.5 ft)
South	8.08m (26.5 ft)

**4B84-9) Building Orientation:**

Not applicable

**4B84-10) Building Depth and Width:**

Not applicable

**4B84-11) Coverage:**

(a) Building Coverage shall not exceed 56%.

(b) Site Coverage shall not exceed 71%.

**4B84-12) Height:**

The maximum permitted height for each building is 17.1 m (56.0 ft);

**4B84-13) 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:

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

**4B84-14) 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.

**4B84-15) Subdivision Requirements:**

Not applicable

**4B84-16) Additional Accessory Structure Regulations:**

Not applicable.

**4B84-17) Parking and Loading Regulations:**

- (a) A minimum of 60 parking spaces are required, inclusive of designated visitor parking and parking for persons with disabilities;
  - (b) A minimum of 4 parking spaces are required for designated visitor parking;
  - (c) All parking spaces shall meet the minimum width and length standards established in Part 10 of the Zoning Bylaw, exclusive of building support columns;
  - (d) A minimum of 17 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 Commercial 2 Zone (C2) to Comprehensive Development Zone 84 (CD 84).

**READ** a first time

**PUBLIC HEARING** held

**READ** a second time

**READ** a third time

**ADOPTED**



---

Mayor

---

Municipal Clerk

Certified a true copy

---

Municipal Clerk

# Schedule A to Bylaw 8096



## The Corporation of the District of North Vancouver

### Bylaw 8097

A bylaw to enter into a Housing Agreement (1325-1335 Draycott Road)

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 8097, 2014 (1325-1335 Draycott Road)".

#### 2. Authorization to Enter into Agreement

2.1 The Council hereby authorizes the District of North Vancouver to enter into an agreement, substantially in the form attached to this bylaw as Schedule "A" (the "Housing Agreement"), between The Corporation of the District of North Vancouver and Milori Homes (Draycott) GP Ltd Inc. No. BC1008485, with respect to the following lands:

- (a) Lot 5, District Lot 2023, Plan 15449, PID: 007-659-954
- (b) Lot 1 of Lots 7 and 8, Block 2, District Lot 2023, Plan 4336, PID: 011-632-721
- (c) Lot 2 of Lots 7 and 8, Block 2, District Lot 2023, Plan 4336, PID: 011-632-739
- (d) Lot 3 of Lots 7 and 8, Block 2, District Lot 2023, Plan 4336, PID: 011-632-755.

#### 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 8097

### SECTION 219 COVENANT – HOUSING AGREEMENT

This agreement dated for reference the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ is

BETWEEN:

Milori Homes (Draycott) GP Ltd Inc. No. BC1008485 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 (as hereinafter defined);
- B. The Owner wishes to obtain development permissions with respect to the Lands and wishes to create a condominium development which will contain residential 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. Section 219 of the *Land Title Act* (British Columbia) permits the registration in favour of the District of a covenant of a negative or positive nature relating to the use of land or a building thereon, or providing that land is to be built on in accordance with the covenant, or providing that land is not to be built on except in accordance with the covenant, or providing that land is not to be subdivided except in accordance with the covenant;

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 are hereby 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*, as a contract and a deed under seal between the parties, and as a covenant under Section 219 of the *Land Title Act*, and the Owner hereby further covenants and agrees that neither the Lands nor any building constructed thereon shall be used or built on except in accordance with this Agreement::

## **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 35 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 8028 and remain in effect until terminated by the District as set out in this Agreement.

## **3. RENTAL ACCOMODATION**

### **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 by the subdivision of the Lands or any part thereof (including the Units) pursuant to the *Strata Property Act*, and upon all Unit Owners. .

3.04 Strata Bylaw Invalid

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

5.02 Release

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, or the interests of any third party, and the District has no obligation to anyone to enforce the terms of this Agreement; and
- (c) The District may at any time terminate this Agreement, in whole or in part, and 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 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.

#### 6.12 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” and “shall” 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 8097.

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.

## Milori Homes: 1325 – 1335 Draycott Road Development Application

### Public Input Meeting Summary Report

**Event Date:** June 24, 2014  
**Time:** 6:30pm – 8:30pm  
**Location:** Lynn Valley Community History Centre  
**Attendance:** 20 members of the public  
**Comment Forms:** One comment sheet and one email were submitted.

**Meeting Purpose:**

- 1) To present development application materials to neighbours and demonstrate how the development application had been modified to address feedback provided at the Early Public Input Opportunity in January
- 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

The principals of Milori Homes hand-delivered meeting invitations with fact and comment sheets to residents within a 75 metre radius of the site.

##### Site Sign

A sign was erected on the site two weeks prior to the meeting to notify neighbours. A photograph of the erected notification sign is included in Appendix A: Notification.

##### Email Notification

Participants who provided their email on the sign-in sheet at the January 2014 Early Public Input Opportunity meeting were emailed invitations to the Public Information Meeting.

##### Newspaper Ad

The Public Information Meeting was advertised in the North Shore News the week of June 16 to invite the public to the meeting. A copy of the June 18 ad is included in Appendix A: Notification.

#### **Attendance:**

19 members of the public signed in for the meeting. 20 members of the public were counted at the meeting. Fourteen participants indicated that they lived in the adjacent condominium building east of the proposed development site.

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

District of North Vancouver:

- Casey Peters, Development Planner, District of North Vancouver
- Natasha Letchford, Development Planner, District of North Vancouver

**Project Team:**

- Hesam Deihimi, Milori Homes
- Ehsan Deihimi, Milori Homes
- Joey Stevens, GBL Architects
- Gary Vlieg, Transportation Engineer, Creative Transportation Solutions

**Facilitator:**

- Steven Petersson, Petersson Planning Consulting

**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 30 minutes, where participants could browse display boards and have informal discussion with the proponent, architect and transportation consultant.

The Open House was followed by a fifteen minute presentation by the architect and transportation consultant. Since this was the second public engagement session this year, the presentation focused on changes to the project to respond to public feedback given in January's Early Public Input Opportunity.

The presentation was followed by a seventy-five-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. Many of the questions were directed to the transportation consultant. The audience applauded the transportation consultant and the proponents at the end of the meeting, and several participants commended the proponent team for responding to feedback provided in the Early Public Input Opportunity meeting last January.

The key theme of the evening was transportation. Participants were particularly interested in knowing how traffic would circulate from Draycott to Lynn Valley Road, and the function of the proposed lane. The participants were also pleased to hear that the hedge separating the subject site from 1385 Draycott Road could be preserved.

**Public Dialogue:**

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

C1 I am glad to hear that your transportation study predicts that the proposed development will generate less traffic than the existing Irlly Bird building centre business.

C2 It is difficult to turn left from Draycott Road to Lynn Valley Road because of queuing cars on Lynn Valley Road.

Q3 How much visitor parking will be provided?

A3 8 visitor stalls are proposed in the underground parkade.

C4 Please consider painting hatched lines on Lynn Valley Road to facilitate egress from Draycott to Lynn Valley Road.

C5 Please consider installing a “do not block the intersection” sign on Lynn Valley road to raise driver awareness of vehicles wishing to turn left from Draycott Road to Lynn Valley Road.

C6 Please consider traffic light sequencing to facilitate turning left from Draycott Road to Lynn Valley Road.

C7 The lane will be used by garbage trucks and other traffic. It is often used by pedestrians to access trails. I am concerned about pedestrian safety.

C8 Drivers use driveways on neighbouring properties to turn around. Sometimes drivers will turn right (north-east) on Lynn Valley road, and then turn around in a driveway to proceed south-west.

C9 Traffic from the Canada Trust bank frequently blocks traffic.

C10 The lane on Mountain Highway will be used for egress: please consider installing a “no left turn” sign.

C11 We need on-street parking.

C12 Construction might block access to 1385 Draycott (the neighbouring condominium building).

A12 A Construction Traffic Management Plan will be submitted to the DNV. This plan will seek to minimize impacts to neighbours.

C13 Turning left from Draycott Road to Lynn Valley Road means effectively crossing five lanes of traffic. It is very challenging now.

Q14 Will there be lane access behind Tommy's (Ross Road at Mountain Highway)?

A14 Although it looks like a lane, it is actually private property. There is no legal access there.

C15 The portion of the lane south of the site and heading east is a fire access road. I am concerned about safety if emergency access is blocked by service vehicles.

C16 I am concerned about the sight lines where the proposed lane east of the site meets Draycott Road: the driveway at 1385 Draycott is close by.

A16 The proposed sight lines are sufficient for the proposed east lane at Draycott Road. I understand that the hedge separating 1385 Draycott from the proposed driveway is very important to residents. Trimming or removing the hedge would, however, improve sight lines.

Q17 When was the traffic study done?

A17 The study was done after Irlly Bird closed. It was based on a combination of projections and counts made at Lynn Valley Road and Mountain Highway.

C18 Consider adding a “no right turn on red light” sign to increase traffic safety (i.e. for the Mountain Highway to Lynn Valley Road turning movement).

Q19 Will the lane have one-way or two-way traffic? Will it be used by fire trucks?

A19 The lane is designed to accommodate two-way traffic. The proposed lane east of the subject site is not intended for use as a fire lane because the turning radius is too tight for a fire truck. Fire trucks will back out.

Q20 Will the lane be able to accommodate the volume of traffic? There will be room for only one vehicle at a time in the lane south of the site. Cars driving from the other direction will need to wait. I'm concerned about pedestrian safety.

A20 Multi-family uses generate less traffic per dwelling unit than single family uses. Relatively low traffic volumes make the lane safe for pedestrians. It will be easier to egress by Draycott than the lane. Widening the lane may not increase safety because narrow lanes slow traffic speed.

Q21 Can the lane be designed for a larger volume of traffic and include sidewalks?

A21 That is up to the DNV. The current lane standard is 6m wide and does not include sidewalks. The lane dedication on the south side of the site will improve the lane. The long-term plan for the neighbourhood includes extending lane access south to Ross Road.

Q22 Will the (informal) trails east of the site be affected by this proposal?

A22 The trails are not located on the subject site: there will be no impact from this development.

Q23 How will sight lines in the lane be affected by the development?

A23 After development, the sight lines will be similar to today.

C24 The architecture and site plan is beautiful.

C25 The proposed new lane east of the site has a portion that is more narrow than the 6m lane standard.

A25 A portion of this lane is proposed to be 4m wide to protect the existing hedge. One-way traffic is proposed at that location: 4m lane width is sufficient for one-way traffic. The hedge is on the subject site now, but will be given to the DNV. The DNV will manage the hedge in the future. The DNV wants to preserve the hedge.

Q26 Why is proposed access to the garage via a lane east of the site, rather than directly off Draycott?

A26 The parkade ramp works with the slope of the site and is relatively flat. Access from Draycott Road would be steeper.

Q27 Where will the solid waste bin be located?

A27 The architect showed the location on the site plan and indicated that it was proposed to be screened by landscaping.

Q28 Where will people wash cars?

A28 We need to work on this point. We may dedicate a parking stall for car wash use in off-peak times.

Q29 Will this be a leaky condo?



A29 No: there are new building standards to meet that will prevent this from being a leaky condo.

Q30 What will happen to the planter retaining wall?

A30 The planter retaining wall will remain.

C31 I appreciate how Milori Homes responded to our concerns raised in the first meeting in January.

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

One comment sheet and one email were submitted to the DNV after the meeting. A copy of the correspondence is attached as an Appendix to this report.

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

#### Access During Construction

- I walk nearly every day with my walker and would like to know if I will still be able to use the sidewalk during construction.

#### Landscaping

- Preserving the hedge will provide noise protection and privacy

#### Traffic

- My main concerns are with traffic and parking, especially the ability to turn left from Draycott Road onto Lynn Valley Road
- I think the DNV should change the intersection at Lynn Valley Road and Mountain Highway to not allow right turns on red when turning east on Lynn Valley Road off of Mountain Highway. This will stop the steady flow of vehicles and perhaps allow more left turns off Draycott onto Lynn Valley Road. There is an issue regarding pedestrians at this intersection. Motorists see the red light, check to the left for vehicular traffic, and then proceed to the right without stopping at the red light which they are required to do. The pedestrian standing there about two seconds after the light turns red has the walk sign.
- I support this project if these traffic concerns are publicly debated if need be and I commend the Milori group for its public engagement.

### **Conclusion**

The purpose of this public meeting was to present to neighbours the proposed development concept, demonstrate how the proposal had been updated to respond to earlier public feedback, and provide an opportunity for neighbours to ask clarifying questions and comment on the proposal. 19 people signed in, and 20 people were counted participating in the meeting. More than half of the participants came from an adjacent condominium building on the Draycott Road cul-de-sac. By this measure, the meeting successfully engaged local residents.

Participants asked the development team and DNV planner a variety of specific questions. The key theme raised at the meeting was transportation, particularly egress from Draycott Road turning south-west onto Lynn Valley Road. Participants were also interested in traffic circulation in the proposed lane. Participants were keen to learn if the hedge east of the site could be preserved: the lane design was modified to preserve the hedge. Several participants remarked on the beautiful design of the proposed building.

The meeting format and length was sufficient to provide all participants an opportunity to learn more, ask questions, and make the comments they wished to provide that evening. Residents expressed appreciation to the applicant for responding to all concerns raised at the previous early public input opportunity meeting held in January 2014.



NORTH VANCOUVER  
DISTRICT

# PUBLIC HEARING

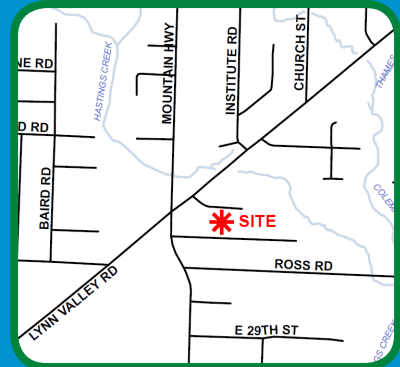
**1325 - 1355 Draycott Road**  
35 Unit Apartment Building

- What:** A Public Hearing for a proposed amendment to the Zoning Bylaw to allow the development of a thirty-five unit residential apartment building.
- When:** 7 pm, Tuesday, March 3, 2015
- Where:** Council Chambers, North Vancouver District Hall,  
355 West Queens Road

## Proposed\*



## Site Map



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

- What changes?** Bylaw 8096 will amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 84 (CD84) and rezoning the subject lands from C2 to CD84 to permit the development of a thirty-five unit residential apartment building.

- When can I speak?** We welcome your input **Tuesday, March 3, 2015 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](mailto:input@dnv.org) or by mail before the conclusion of the Hearing.

- Need more info?** Relevant background materials and copies of the bylaw 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](http://dnv.org/public_hearing).

- Questions?** Casey Peters, Community Planner, [petersc@dnv.org](mailto:petersc@dnv.org) or 604-990-2387.



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