

# AGENDA

## *PUBLIC HEARING*

**Tuesday, June 16, 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)

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**PUBLIC HEARING**

**7:00 p.m.  
Tuesday, June 16, 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 1324 (Bylaw 8101)**

*Purpose of Bylaw:*

Bylaw 8101 proposes to amend the Zoning Bylaw to create a new Comprehensive Development Zone (CD86) and rezone the subject site from Multiple Family Zone 3 (RM3) to Comprehensive Development 86 (CD86) to allow the development of four residential apartment buildings.

**3. PRESENTATION BY STAFF**

Presentation: Casey Peters, Community Planner

**4. PRESENTATION BY APPLICANT**

Presentation: Polygon Development

**5. REPRESENTATIONS FROM THE PUBLIC**

**6. QUESTIONS FROM COUNCIL**

**7. COUNCIL RESOLUTION**

*Recommendation:*

THAT the June 16, 2015 Public Hearing be closed;

AND THAT "The District of North Vancouver Rezoning Bylaw 1324 (Bylaw 8101)" be returned to Council for further consideration.

**8. CLOSING**

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

## **Bylaw 8101**

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 “District of North Vancouver Rezoning Bylaw 1324 (Bylaw 8101)”.

### **2. Amendments**

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

A. Part 2A, Definitions is amended by adding CD 86 to the list of zones that Part 2A applies to.

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

“Comprehensive Development Zone 86                      CD 86”

C. Part 4B Comprehensive Development Zone Regulations by inserting the following, inclusive of Schedule B:

**“4B86 Comprehensive Development Zone 86                      CD 86**

**The CD 86 zone is applied to:**

1241 – 1289 East 27<sup>th</sup> Street

Lot 2 Block W District Lot 2022 Plan 12740 (008-804-311); and  
Lot 4 Block W District Lot 2022 Plan 13960 (007-986-882).

#### **4B 86 – 1 Intent**

The purpose of the CD 86 Zone is to permit a low rise residential development consisting of 4 residential buildings.

#### **4B 86 – 2 Permitted Uses**

The following *principal* uses shall be permitted in the CD 86 Zone:

a) Uses Permitted Without Conditions:

Not Applicable

b) Conditional Uses:

*Residential use*

**4B 86 – 3 Conditions of Use**

a) ***Residential:*** *Residential uses* are only permitted when the following condition is are met:

- i) Each dwelling unit has access to private or semi-private outdoor space.

**4B 86 – 4 Accessory Use**

a) Accessory uses customarily ancillary to the principal uses are permitted;

b) *Home occupations* are permitted in *residential* dwelling units.

**4B 86 – 5 Density**

a) The maximum permitted density is of 34,745 m<sup>2</sup> (374,000 sq. ft.) *gross floor area* and 330 units cumulatively across the entire site, inclusive of any density bonus for energy performance.

b) For the purpose of calculating *gross floor area* the following are exempted:

- i) Any areas completely below finished grade;
- ii) Amenity Space to a maximum of 150m<sup>2</sup> per building;
- iii) Bicycle storage areas to a maximum of 100m<sup>2</sup> per building and 400m<sup>2</sup> in total in the zone;
- iv) The area of balconies and covered patios but not enclosed patios and balconies which are not permitted.

**4B 86 – 6 Height**

a) The maximum permitted height for each building is 18.3 m (60.0 ft).

b) For the purpose of measuring building height, the rules set out in the definition of height in Part 2 of this Bylaw apply except that height is measured to finished grade, and no one section of any building may have more than 5 floors of residential space.

#### **4B 86 – 7 Setbacks**

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

<b>Setback</b>	<b>Minimum Required Setback</b>
North / East 27 <sup>th</sup> Street	5.0 m (16.4 feet)
Library Lane	4.0 m (13.1 feet)
East (For buildings where the eastern setback is in the rear)	4.0 m (13.1 feet)
South / Mountain Gate	4.0 m (13.1 feet)
West (For buildings where the western setback is in the rear)	6.0 m (19.7 feet)

- b) For the purpose of measuring setbacks, measurements exclude:
- i) Partially exposed underground parkades; and
  - ii) Balconies, canopies and awnings.

#### **4B 86 – 8 Coverage**

- a) Building Coverage: The maximum building coverage is 50%.
- b) Site Coverage: The maximum site coverage is 60%.

#### **4B 86 – 9 Landscaping and Storm Water Management**

- 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.

#### **4B 86 – 10 Parking, Loading and Servicing Regulations**

- a) Parking and loading are required as follows:

<b>Use</b>	<b>Parking Requirement</b>
Residential dwelling unit	1.4 spaces per unit
Residential dwelling unit in a building designated rental in perpetuity by way of a housing agreement or legal covenant	1.0 spaces per unit
Residential visitor parking	0.1 spaces per unit

b) Bicycle storage for residents shall be provided on the basis of one space per unit.

c) Except as specifically provided in 4B86-10 (a) and (b), Parking and Loading shall be provided in accordance with Part 10 of this Bylaw.”

D. The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from Multiple Family Zone 3 (RM3) to Comprehensive Development Zone CD 86.

E. The Siting Area Map section is amended by deleting Plan Section R/13 and replacing it with the revised Plan Section R/13 attached in Schedule B.

**READ** a first time April 20<sup>th</sup>, 2015

**PUBLIC HEARING** held

**READ** a second time

**READ** a third time

**ADOPTED**

\_\_\_\_\_  
Mayor

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

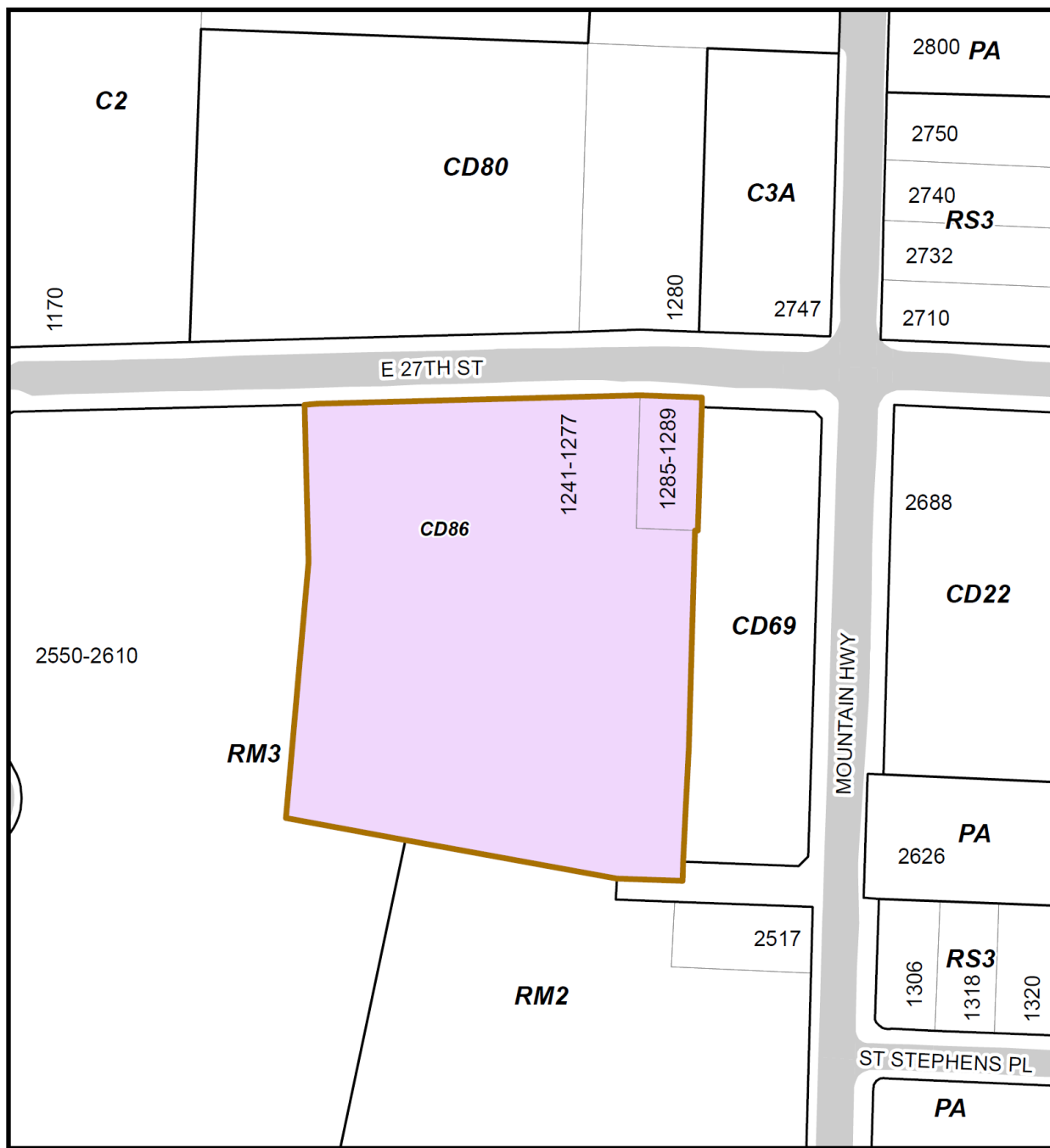
Certified a true copy

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

# Schedule A to Bylaw 8101

## Bylaw 8101

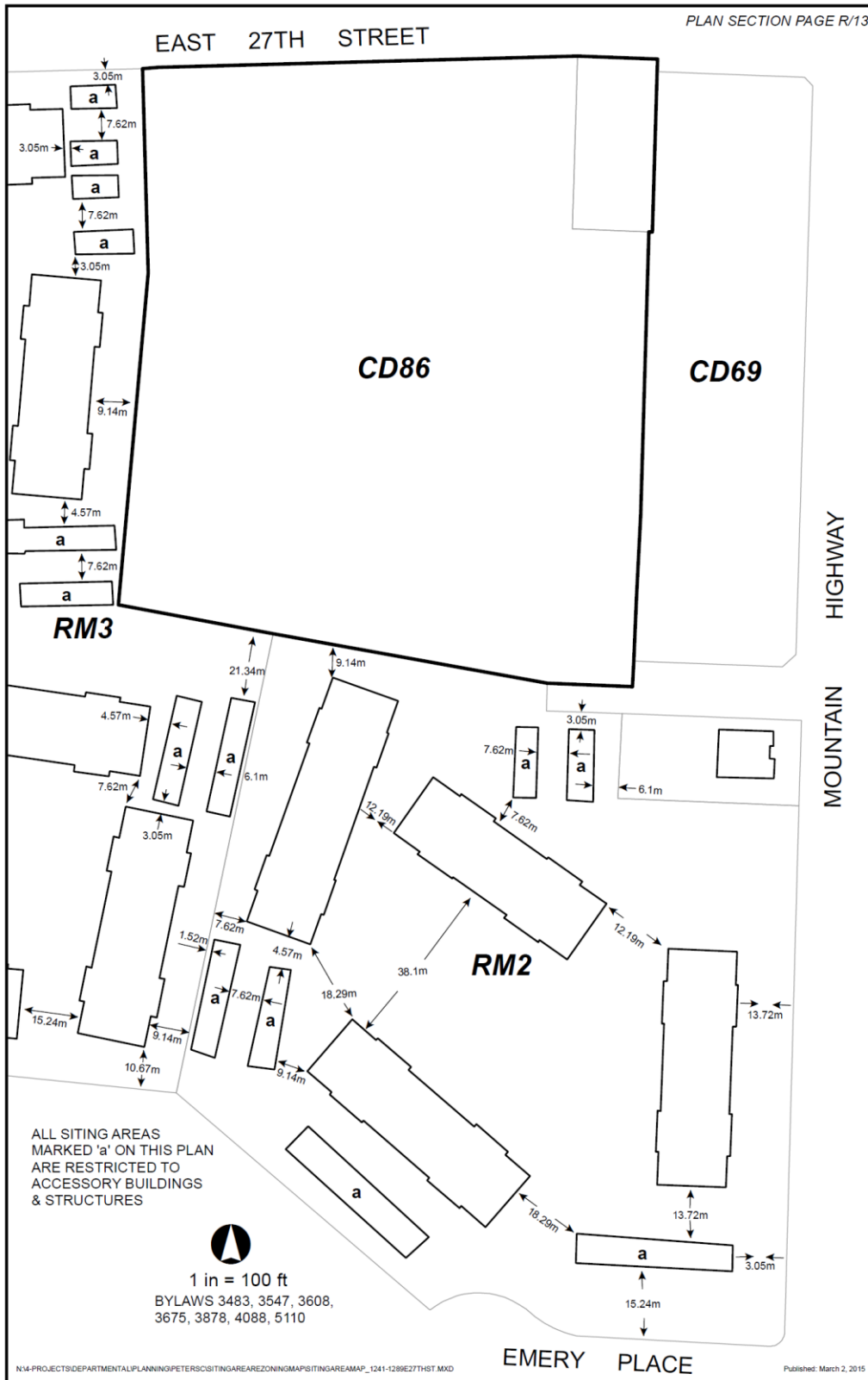
The District of North Vancouver Rezoning Bylaw 1324 (Bylaw 8101)




MULTIPLE-FAMILY RESIDENTIAL ZONE 3 (RM3) TO COMPREHENSIVE DEVELOPMENT ZONE 86 (CD86)



# Schedule B to Bylaw 8101



AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>April 20, 2015</u>
<input type="checkbox"/> Workshop (open to public)	Date: _____

  
Dept.  
Manager

  
GM/  
Director

  
CAO

## The District of North Vancouver REPORT TO COUNCIL

April 2, 2015  
File:3060-20-48.14

**AUTHOR:** Casey Peters and Tamsin Guppy, Community Planning

**SUBJECT:** 1241-1289 EAST 27<sup>TH</sup> STREET – MOUNTAIN COURT  
REZONING APPLICATION, BYLAWS 8101, 8102 AND 8112

### RECOMMENDATION:

#### It is recommended that:

1. **Bylaw 8101**, which rezones the subject site from Multiple Family Zone 3 (RM3) to Comprehensive Development 86 (CD86) to enable the development of four residential apartment buildings, be given FIRST Reading;
2. **Bylaw 8102**, which authorizes a Housing Agreement to prevent future rental restrictions on the subject property, be given FIRST Reading;
3. **Bylaw 8112**, which authorizes a Housing Agreement to secure a 75 unit rental building in perpetuity on the subject property, be given FIRST Reading;
4. **Bylaw 8101** be referred to a Public Hearing.

### SUMMARY:

Polygon has applied to rezone the Mountain Court multifamily complex to permit the development of four new apartment buildings. Three buildings will be strata condominiums and one is rental. The development is planned to be phased over the next 5 years.

The proposal is for 5 storey low rise buildings similar to the Branches and



**SUBJECT: 1241-1289 EAST 27<sup>TH</sup> STREET – MOUNTAIN COURT  
REZONING**

April 2, 2015

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Canyon Springs (under construction) developments in this neighbourhood.

Phase one includes two buildings on the eastern portion of the site, a 75 unit rental building at East 27<sup>th</sup> Street and Library Lane, and a 68 unit strata building immediately to the south.

The proposal is in keeping with the Official Community Plan and Lynn Valley Town Centre Flexible Planning Framework, as the proposal matches the envisioned building form and proposes an overall density of 1.82 FSR which is significantly below the 2.5 limit in the Official Community Plan.

**EXISTING POLICY:**

Land Use

The subject properties are designated as *Residential Level 6: Medium Density Apartment* in the District Official Community Plan (OCP) with a corresponding density of up to 2.5 FSR.

Lynn Valley Town Centre Flexible Planning Framework designates this area for 5 storey low rise development.

OCP Housing Policy

Section 7.1 encourages a wide range of multifamily housing forms and sizes including units suitable for families and smaller apartment units.

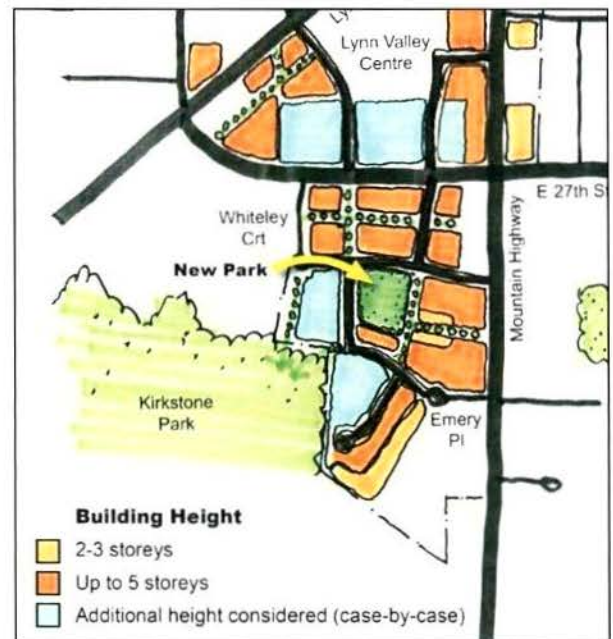
Section 7.2 encourages rental replacement through redevelopment.

Development Permit Areas

The subject site is in the Form and Character (Design) DP Area and the Energy and Water Conservation and Greenhouse Gas Emission Reductions DP Area.

Strata Rental Protection Policy

Corporate Policy 8-3300-2 "Strata Rental Protection Policy" applies to this project. The policy requires a Housing Agreement to ensure that future strata bylaws do not prevent owners from renting their units.





**THE PROPOSAL:**



1. The Site and Surrounding Area

The site is located on East 27<sup>th</sup> Street, immediately south of Lynn Valley Centre. The property is approximately 4.13 acres (16,728 m<sup>2</sup>). The site currently includes the Mountain Court complex which consists of 4 multi-family buildings and the adjacent triplex site immediately to the east.

The site is within easy walking distance of the adjacent shopping centre, Viewlynn Park and playground, Kirkstone Park and Karen Magnussen Community Centre.

Transit service is nearby with bus stops at on Mountain Highway and Lynn Valley Road (see yellow Ts for transit on above map). In the future transit service will also run along East 27<sup>th</sup> Street immediately adjacent to the site.



## 2. The Proposal

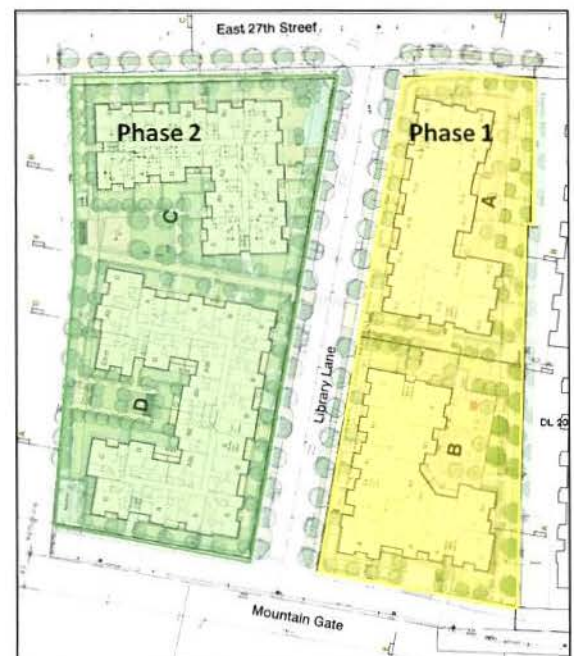


*Conceptual view, west along East 27<sup>th</sup> Street, at Library Lane.*

The proposal is for a phased development consisting of 4 low rise residential buildings constructed in two phases over approximately 5 years. Phase one (shown in yellow on the right) includes two buildings on the east side of the site, a 75 unit rental building and a 68 unit strata building. Phase two (shown in green) is on the west side of Library Lane and will include 178 units. In total, the proposal is for 321 units in 4 buildings.

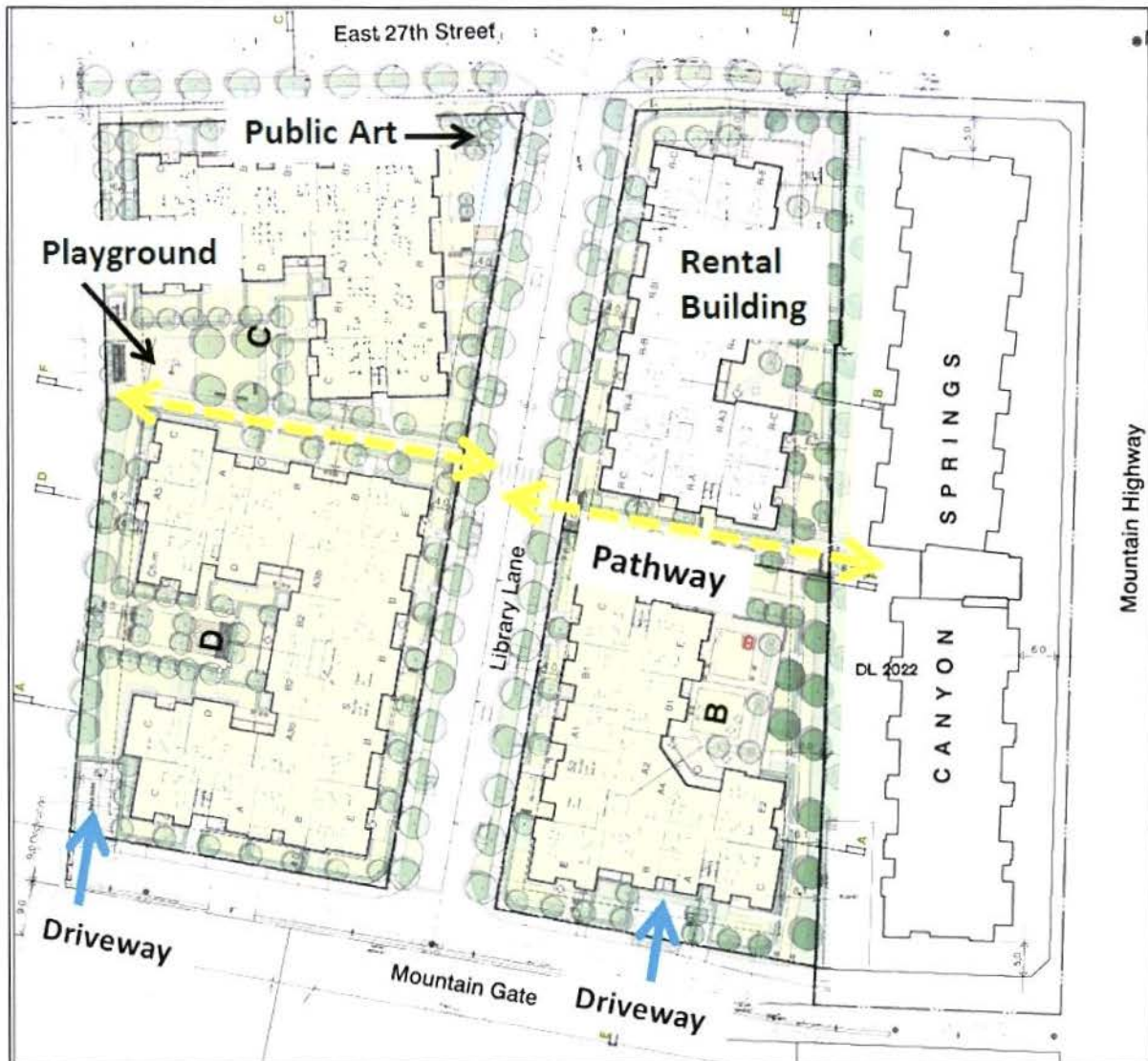
## 3. Site Design and Layout

The proposal follows the Lynn Valley Town Centre Flexible Planning Framework, and the more detailed Lynn Valley Town Centre Public Realm and Design Guidelines discussion to improve





circulation for pedestrians, cyclists and vehicles in this part of the town centre. In keeping



with the Guidelines and public input, the project will widen East 27<sup>th</sup>, construct Library Lane (north-south) and Mountain Gate (east-west) streets, and provide a new east-west pedestrian connection (shown in yellow above).

The buildings are oriented to follow the new street layout and provide quiet interior garden courtyards. A play area for the project is proposed in the larger private garden space on the west side of the development site.

There are a mix of units in each building ranging from studio apartments to 3 bedroom units with a range in size from 491 sq ft (45.6m<sup>2</sup>) to 1,234 sq ft (114.6m<sup>2</sup>). The project will also include ground floor amenity space for the residents.

The buildings are 5 storeys tall. Floor to ceiling heights are kept standard and consequently building heights measured to roof tops are in the 55-60 ft range, depending roof pitch and feature elements.



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There is a grade change across the site and the applicant has worked to ensure each building steps with the slope, so no one portion of any building is more than 5 storeys in height. This stepping of the building also ensures that there is always living space animating the grade level, and screening the parkade.

Access to the two underground parkades is from Mountain Gate on the south side of the project.



*Buildings are designed to work with the topography and step down the slope.*



*View of Library Lane, looking south-east towards building B at the pedestrian trail.*



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**4. Rezoning Bylaw**

Bylaw 8101 proposes to rezone this site from RM3 to Comprehensive Development Zone 86 (CD 86).

The zone specifies the maximum density as 374,000 square feet, and 330 units which is significantly less than the 450,147 square feet (2.5 FSR) permitted in the Official Community Plan. At this time, the applicant is only proposing 372,072 sq. ft. and 321 units, but Bylaw 8101 has been written to allow a very small degree of flexibility (1,928 sq. ft. and 9 units) to accommodate the potential to reduce the number of 2 bedroom units and increase the number of smaller units, to address potential fluctuations in the market that would also serve to provide a greater variety of housing as the project is built out over the coming 5 years. (Minimum levels of 1 and 3 bedroom units are established through the development covenant as discussed in section 10, Unit Mix below.)

The buildings are limited to 5 storeys in height ensuring that future designs for phase 2 continue to step buildings down the slope.

Building setbacks are established to ensure there is ample room for front patios along all streetscapes, as well as providing larger setbacks to the adjacent residential properties.

As the original development on this site dates back to time when Siting Areas were used instead of Development Permit regulations, Bylaw 8101 also includes an amendment to the Siting Area Plan originally established for this block.

**5. Community Amenity Contribution**

The District's Community Amenity Contribution (CAC) Policy requires an amenity contribution for projects that include an increase in residential density. In this case, a proforma was reviewed that demonstrated that the provision of the rental housing and off-site works resulted in no additional amenity contribution.

This project's major benefit to the community is the provision of a 75 unit market rental housing building that will remain rental in perpetuity in keeping with the intent of the housing policy.

While no additional Community Amenity Contribution is required, Polygon is voluntarily providing \$100,000 to go towards public art that will be secured prior to adoption of Bylaw 8101 rezoning the site.



*Polygon is proposing a water feature and public art piece at the corner of East 27<sup>th</sup> Street and Library Lane.*



6. Land Dedication and Off-Site Improvements

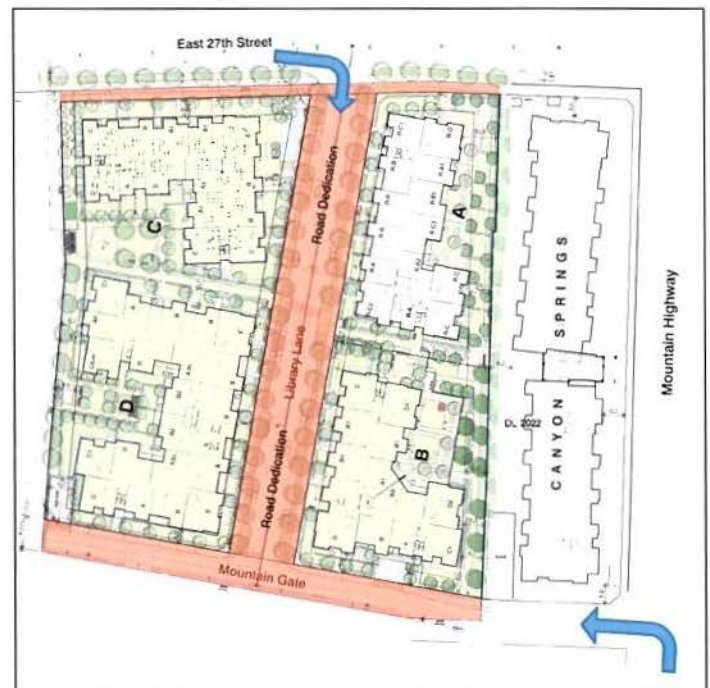
*The project will be providing a new east-west pedestrian connection.*

The proposal will include dedicating close to an acre of the site (shown in orange on the plan below) for improvements to the pedestrian, cycle and vehicle network, in accordance with the Lynn Valley Transportation Study, including:

- Widening of East 27th to accommodate a new AAA, separated bike lane, in keeping with the input heard in the Lynn Valley Design Guideline process and specific comments received at the recent workshop with members of the Transportation Consultation Committee and representatives from the community association;
- Construction of the new Library Lane, north-south street; and
- Expansion west of the new Mountain Gate, east-west Street.

In addition the project will also provide:

- a new east-west pedestrian pathway; and
- Construction of a public art and water feature at the corner of Library Lane and East 27<sup>th</sup>.



7. Traffic and Parking

The preliminary transportation study prepared by BWW Consulting, demonstrates that in the afternoon rush hour the proposal would generate a total of 215 trips (including in and out trips) and that the traffic would be split between the intersection of Mountain Gate at Mountain Highway, and Library Lane at East 27<sup>th</sup> Street.

At East 27<sup>th</sup> Street and Library Lane the busiest traffic movement will be the right hand turns into the site (see blue arrows on plan above), which BWW estimate to be 80 trips during the pm peak, or approximately 1 trip per 45 seconds. At Mountain Gate and Mountain Highway, the busiest movement would be the left hand turn trips, for residents returning home, which they estimate at 50 during the pm peak or just under 1 per minute (1/ 72 seconds). (There will be a new left hand turn bay on Mountain Highway to facilitate these trips.)



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There will be a marked pedestrian crossing on East 27<sup>th</sup> Street at Library Lane. And on Library Lane there will be a mid-block crossing next to the pedestrian trail. Library Lane will include on street parking.

The project will be providing more parking than recommended in the parking policy for town centres, as Polygon feels the customers for these specific units will be looking for additional parking spaces. Recognizing that Polygon is expecting to build 514 spaces across the site, but also wanting to provide some flexibility to this phased project, the CD Zone establishes the following minimum parking requirements which are in excess of parking policy, but under the expectations that Polygon currently has for this project:

Use	Parking Requirement
Residential dwelling unit	1.4 spaces per unit
Residential dwelling unit in a building designated rental in perpetuity by way of a housing agreement or legal covenant	1.0 spaces per unit
Residential visitor parking	0.1 spaces per unit
Residential bicycle storage /parking	1 space / unit

Parking is provided on two levels underground with access to both lots from Mountain Gate on the south side of the site. Parking will be shared for the two buildings on the east side of the site in an eastern parkade, and the two buildings on the west side of the site in a separate western parkade. No underground parking is proposed under the new roads.

#### 8. Construction Management Plan

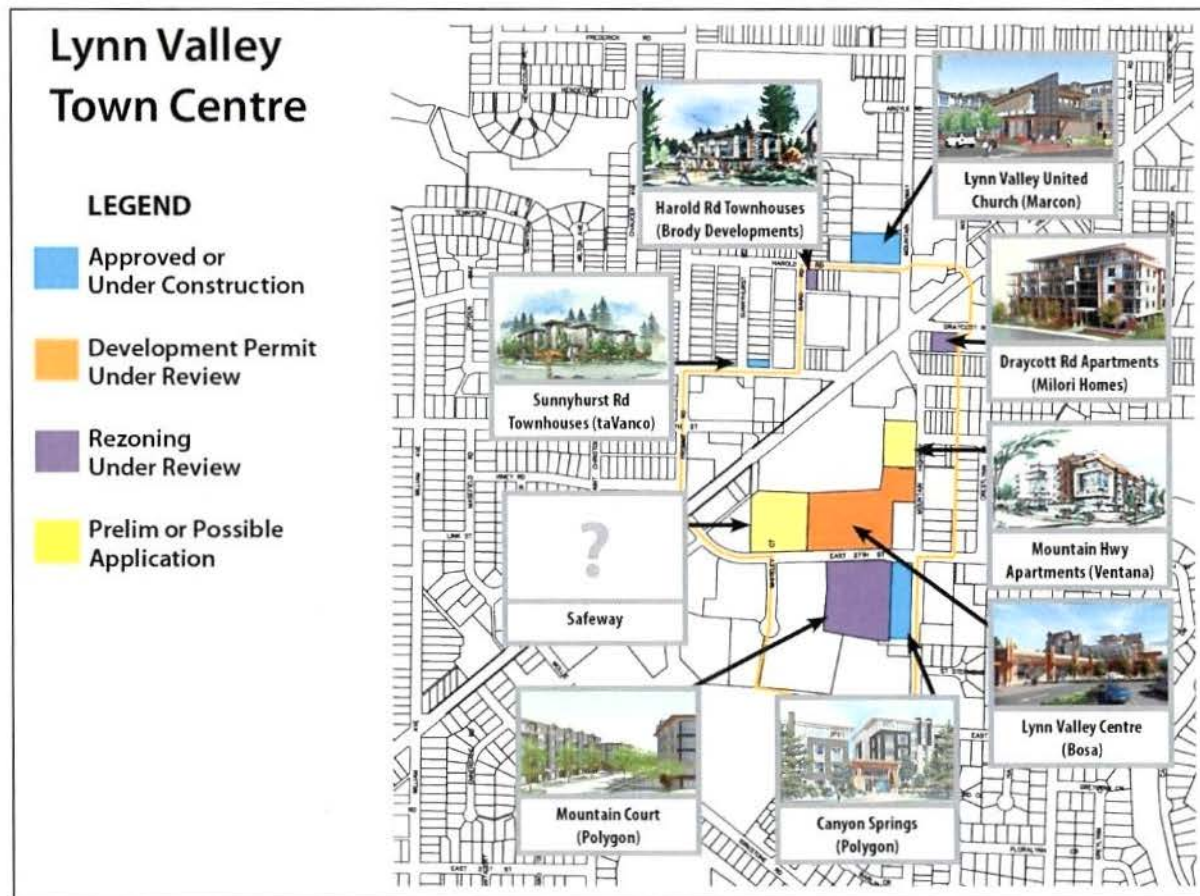
The map below shows the site in relation to other residential construction projects and potential development projects in the town centre area. Under construction at this time in Lynn Valley is Canyon Springs in the 2600 block Mountain Highway and Mill House / Lynn Valley United Church in the 3200 block of Mountain Highway. Anticipated to start within the timeframe of this project is the Bosa project.

The applicant has submitted a draft Construction Traffic Mitigation Strategy that has been reviewed by the District's Construction Traffic Management Program Coordinator. Due to the phasing of this project, the construction parking and staging for phase 1 can occur on the site. Polygon's proposal includes:

1. Use the west side of the site for parking and staging of construction for phase 1;
2. Establish a location for truck marshalling which is acceptable to the District and minimizes impacts to neighbours (expected to be internal to the site on Library Lane);
3. Limit sidewalk closures on East 27<sup>th</sup> Street to those necessary for sidewalk upgrades and include measures to reduce any impacts to traffic and pedestrians which may include safety hoarding;
4. Outline roadway efficiencies (i.e. location of traffic management signs and flaggers);
5. Provide construction updates on dedicated web site including sequence and schedule of construction activities;

6. Coordinate construction activities with neighbouring construction sites including Bosa's development at Lynn Valley Centre and other town centre projects;
7. Provide parking for construction personnel;
8. Provide a point of contact for all calls and concerns; and
9. Include a communication plan to notify surrounding businesses and residents.

A robust and finalized construction management plan is required to be accepted by the District Engineering department 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.



#### 9. Advisory Design Panel

The application was considered by the Advisory Design Panel at the preliminary application and again at the detailed application stage on December 11, 2014. The Panel recommended Approval of the project subject to refining the design to the satisfaction of staff.



As the project moves forward, staff will continue to work with the applicant to:



- Ensure that the project continues to meet the intent of the Lynn Valley Town Centre Public Realm and Design Guidelines;
- Ensure that each building within the project has its own identity;
- Ensure that the project meets CPTED principles, particularly in the design of the public pathway; and
- Ensure that each building has a strong street frontage with ground level units relating to the adjacent streets.

*The proposal includes 21 ground oriented units with individual gateways onto the adjacent streets and paths.*

#### 10. Housing and Unit Mix

The project is proposing 75 rental units and 246 condominium units with a project wide unit mix that includes:

- 24% studios, and one bedroom units;
- 65% are 2 bedroom units; and
- 11% are 3 bedroom units.

This represents a broader range than the typical development with more small units than have been seen in many recent projects.

The development covenant will require at least 24% of the units are smaller than 2 bedroom units, and that at least 11% are 3 bedroom units or larger. Bylaw 8101 and the development covenant both allow for the developer to increase the number of large and small units to further increase the variety of units found in this development, in keeping with municipal policy directions.

#### 11. Existing Tenant Relocation Support Package

Polygon held four evening meetings with tenants in June 2014. The purpose of these meetings was to introduce the project, walk through the development and approval process and timing and to introduce a tenant package available to all residents who were tenants prior to July 1, 2014. The package will provide:

- Additional month's rent beyond what is required by Residential Tenancy Act;
- Residency bonus with value dependant on length of tenure; and
- First right to rent in new building.

As the existing Mountain Court project is a market rental project that was built in 1968, Polygon is both providing a 1:1 rental replacement through the construction of a new rental building, and has also set aside \$375,000 to assist with relocation of the existing tenants.

#### 12. Adaptable Design

In accordance with the Adaptable Housing Policy in effect at the time this application was made, the proposal will include 55% Level 1B units to accommodate aging in place, 40% Level 2 units and 5% level 3 units to accommodate residents with a greater range of physical disabilities.

With the approval of the new Accessible Design Guidelines, this in-stream application will have the choice to work with the new guidelines or meet the old requirements. Staff will continue to work with the applicant to ensure that opportunities for meeting the objectives of the new guidelines are considered.

#### 13. Green Building

In accordance with the Energy and Water Conservation and Greenhouse Gas Emission Reduction Development Permit Guidelines and the District's Green Building Strategy this project is proposing to meet Built Green™ 'Gold'. In particular, this project will be pursuing:

- High glazing performance;
- Hydronic heating;
- Heat recovery ventilation; and
- Waste water heat recovery (this system is installed in Canyon Springs).

#### 14. Public Input

The applicant held an early public input meeting at the preliminary application stage and a second facilitated Public Information Meeting on December 10, 2014. The second meeting was attended by approximately 17 residents.

Comments were received on the following topics:

- traffic;
- impacts of construction;
- the need for ground oriented recreational space;
- the need for pedestrian routes;



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- the need for visitor parking;
- a concern that the 5 storey form was not in keeping with the character of the neighbourhood; and
- A concern that there would be a loss of affordable rental properties.

The application addresses these concerns by:

- Working closely with the transportation section to minimize traffic impacts and the disruption caused by construction.
- The project is providing grade level outdoor space and pedestrian connections;
- Visitor parking is proposed in both parkades (and there will be opportunities for on street parking on Library Lane);
- The low rise building form proposed by the applicant is in keeping with Lynn Valley Town Centre Flexible Planning Framework, and very similar to the existing Branches project (shown on the above).
- A 75 unit rental building is proposed.



*Branches includes internal grade level open space, similar to that proposed for Mountain Court.*

A copy of the facilitator's report is attached to this report.

#### 15. Implementation

Implementation of this project will require consideration of a rezoning bylaw, Bylaw 8101, and Housing Agreement Bylaws, Bylaw 8102 and 8112, as well as issuance of a development permit and registration of the following legal agreements:

- a development covenant;
- a green building covenant;
- a storm water management covenant;
- a right of way for the east-west pedestrian pathway; and
- a lot consolidation plan with the required land dedication.

#### **CONCLUSION:**

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

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**Options:**

The following options are available Council's consideration:

- 1) Introduce Bylaws 8101, 8102 and 8112 and refer Bylaw 8101 to a Public Hearing (staff recommendation); or
- 2) Refer Bylaws 8101, 8102 and 8112 back to staff.



Casey Peters  
Community Planner



Tamsin Guppy  
Community Planner

**Attachments:**

- A – Reduced project plans
- B – Bylaw 8101 (Zoning Bylaw)
- C – Bylaw 8102 (Housing Agreement)
- D – Bylaw 8112(Housing Agreement)
- E – 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"/> Facilities _____	<input type="checkbox"/> Solicitor _____	<input type="checkbox"/> Museum & Arch. _____
<input type="checkbox"/> Human resources _____	<input type="checkbox"/> GIS _____	<input type="checkbox"/> Other: _____



# CONTEXT

## EMERGING LYNN VALLEY TOWN CENTRE

### LEGEND

-  Art Feature
-  Existing Art Feature
-  Vehicular Circulation
-  Pedestrian Circulation
-  Mountain Court
-  Canyon Springs (under construction)



**Mountain Court**

East 7701 Street North Vancouver  
Re-zoning Submission November 17, 2011  
SK-415



**F**

ATTACHMENT A



# SITE PLAN / PRECEDENT



PRECEDENT BUILDING IMAGES



PRECEDENT BUILDING IMAGES



# ROAD DEDICATION PLAN

## Road Dedication Calculation:

Overall Site Area (Area verified by latest survey):	4.133 Acres or 16,727.6m <sup>2</sup> (180,060sf)
Road Dedication Area (orange colour hatch):	0.934 Acres or 3,779.2m <sup>2</sup> (40,680sf)
Net Lot Area for Lot 1 (east parcel - Building A & B):	1.444 Acres or 5,845.5m <sup>2</sup> (62,923sf)
Net Lot Area for Lot 2 (west parcel - Building C & D):	1.755 Acres or 7,102.9m <sup>2</sup> (76,457sf)



**Mountain Court**

East 27th Street | North Vancouver  
Re-opening Submission April 1, 2015  
SK 1-11



**P+A**





SPRILEY







# BLDG A-COLOUR & MATERIALS



**Mountain Court**

East 27th Street | North Vancouver  
Rezoning Submission April 1, 2015  
SK-10.0



**P+A**



# BLDG B-COLOUR & MATERIAS

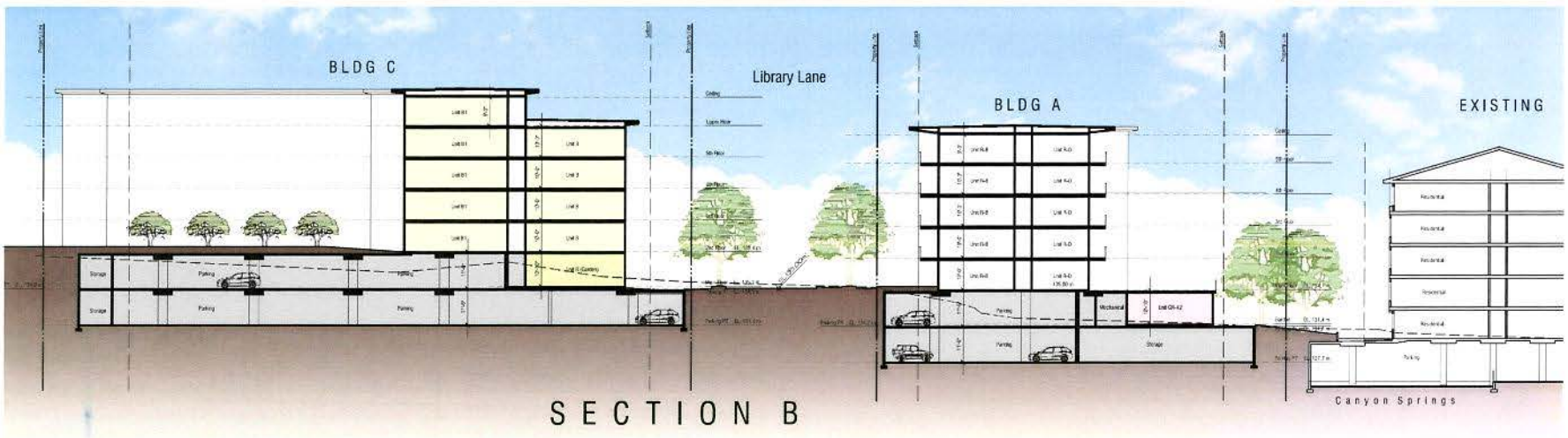
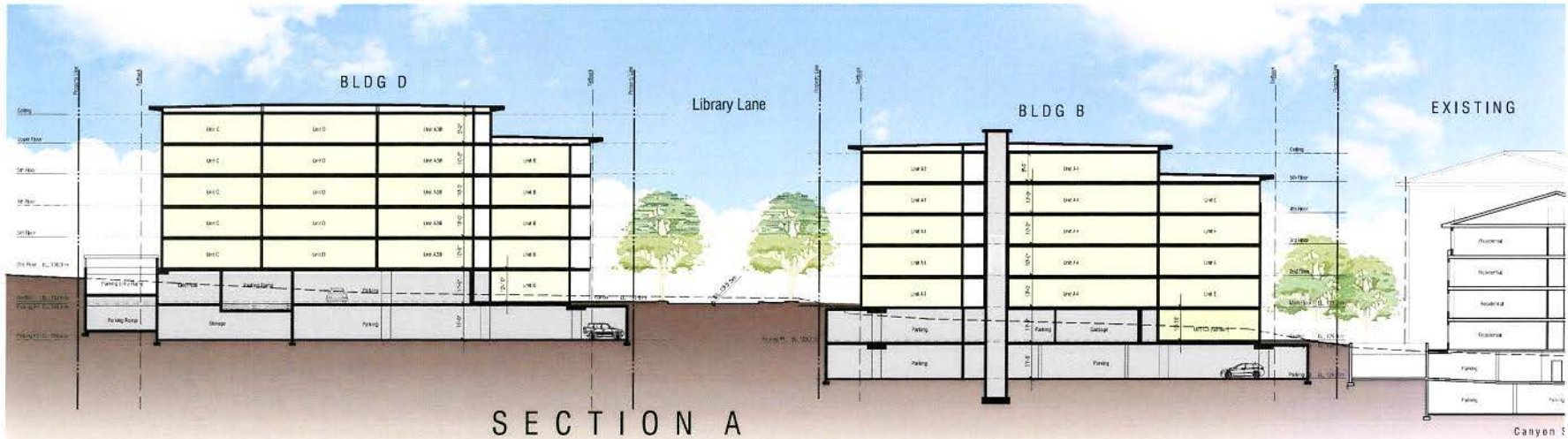


**Mountain Court**  
East 27th Street | North Vancouver  
Rezoning Submission April 1, 2015  
SK 10.1





# SITE SECTIONS



0 8 16 32 64 96 feet  
SCALE 1/16" = 1'-0"

Mountain Court

East 27th Street North Vancouver  
Rezoning Submission November 17, 2014  
SK-3.0



P+A



11/1/2014  
 09-10-2014  
 08-02-2014  
 08-02-2014

Based for Preliminary / DP  
 JDP Finalized on  
 Based for JDP  
 Revision No.

Client:



**POLYGON**  
 LANDSCAPE ARCHITECTS  
 1111 11th Street  
 Vancouver, BC V6C 2E6  
 TEL: 604.681.1111

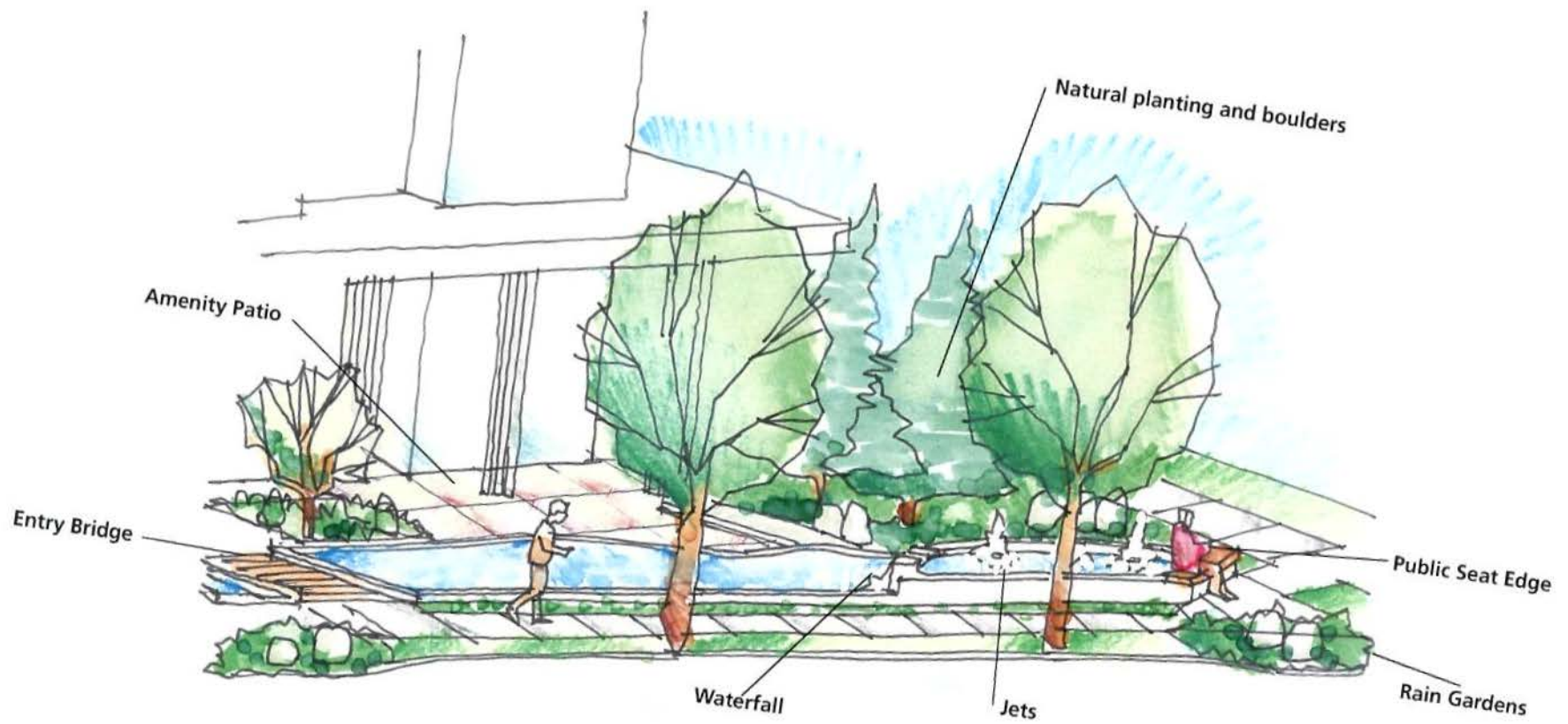
**MOUNTAIN COURT**  
 East 27th Street  
 North Vancouver, BC

Preliminary  
 Landscape Plan

Project No.	09-10-2014
Client No.	09-10-2014
Drawn By	09-10-2014
Scale	1:500
Sheet No.	1 of 1

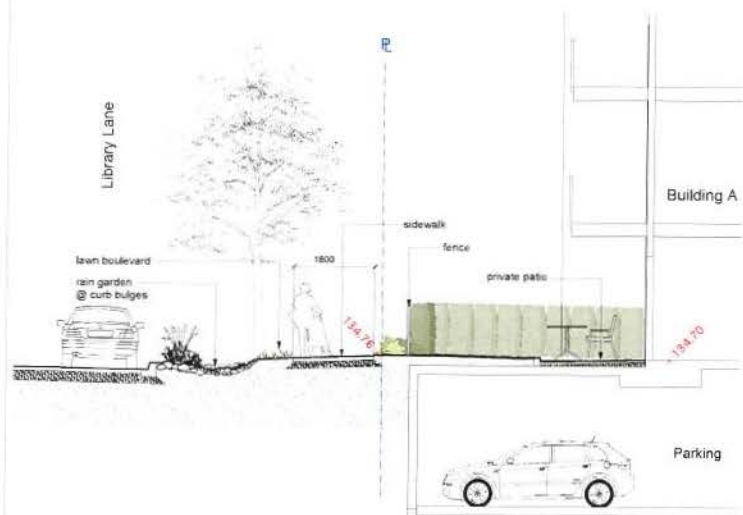
L-1.0



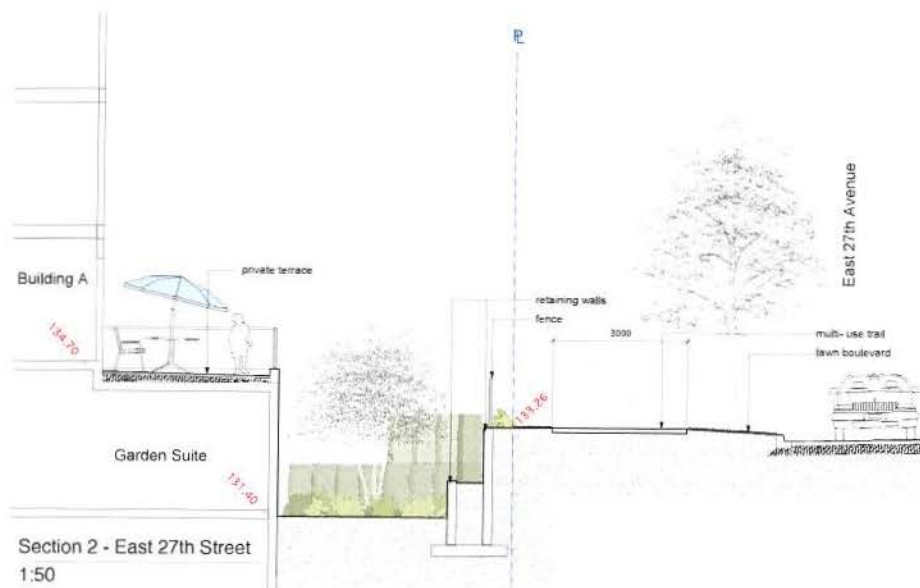


P+A Sketch April 01, 2015  
Public Court - Mountain Court

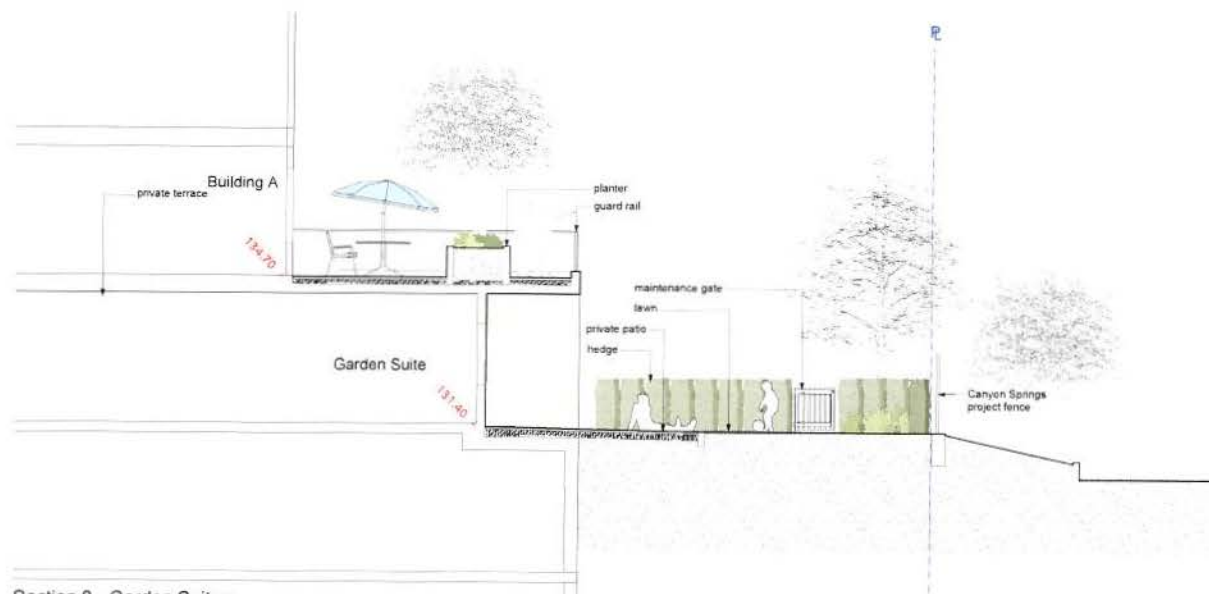




Section 1 - Library Lane  
 1:50



Section 2 - East 27th Street  
 1:50



Section 3 - Garden Suites  
 1:50

3. Issued for Reasoning / DP 11/11/2014  
 2. ADP Presentation 06/12/2014  
 1. Issued for ADP 06/02/2014  
 Revision No. Date

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Client:

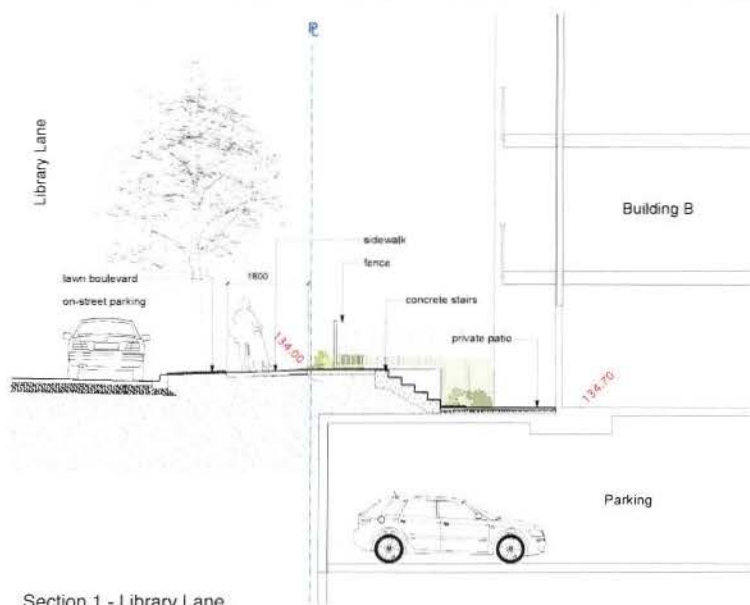


Project Title  
**MOUNTAIN COURT  
 East 27th Street  
 North Vancouver, BC**

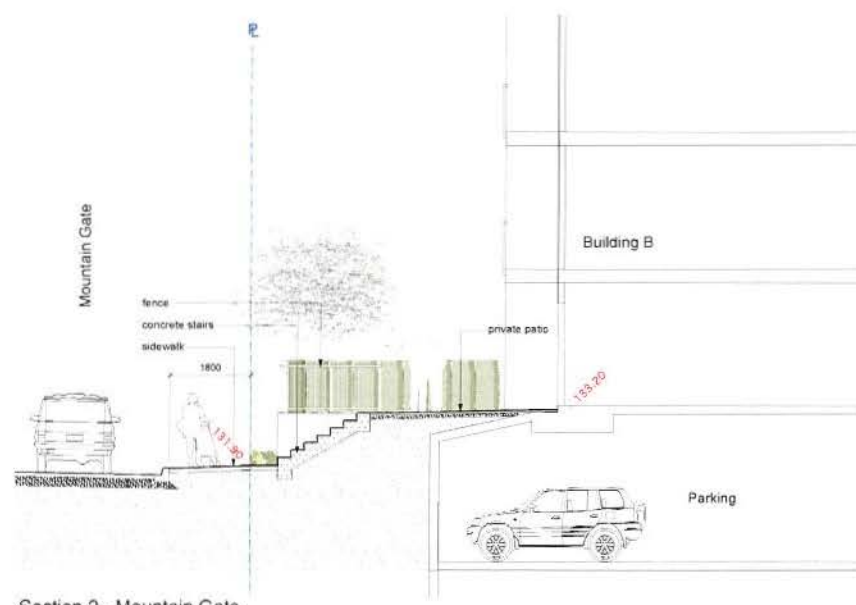
Drawing Title  
**Landscape Sections  
 Building A**

Project North: Drawn By: JP  
 Checked By: BB  
 Scale: 1:50 Date: 14-017  
 Sheet No.

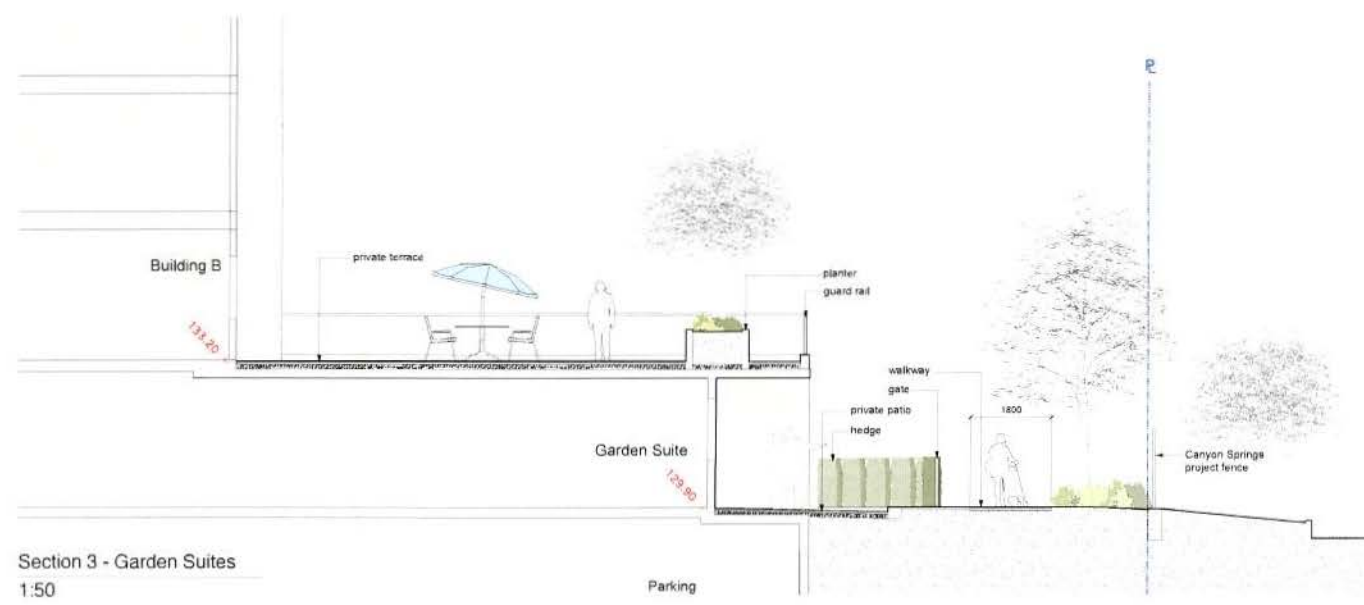
**L-4.0**



Section 1 - Library Lane  
 1:50



Section 2 - Mountain Gate  
 1:50



Section 3 - Garden Suites  
 1:50

- 3 - Board for Reviewing / QP 11/11/2014
- 2 - ADP Presentation 06/12/2014
- 1 - Board for ADP 09/02/2014

Revision No. \_\_\_\_\_ Date \_\_\_\_\_  
 Description of Work: \_\_\_\_\_  
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Project Title  
**MOUNTAIN COURT  
 East 27th Street  
 North Vancouver, BC**

Drawing Title  
**Landscape Sections  
 Building B**

Project No.:	Drawn By:	JP
Scale:	1:50	14-017
Sheet No.:		

**L-4.1**





PRIVATE YARD AT STREET



PRIVATE YARD AT STREET



PRIVATE YARD AT STREET



GATEWAY WITH TRELLIS



RAIN GARDEN IN CURB BULGE



STAIRS AND ACCESSIBLE ROUTES



ACCESSIBLE PATH



CORNER COURT WATER FEATURE



CORNER COURT NATURAL MATERIALS



DNV BENCH



DNV BENCH



Mahonia nervosa



DNV LIGHTING



Carex



Salix purpurea 'Nana'



Acer circinatum



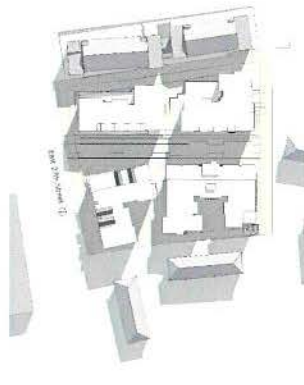
Polystichum munitum

**P+A**  
Perry + Associates  
Landscape Architecture  
Site Planning  
206-1538 W. 6th Avenue  
Vancouver, BC V6B 1R2  
T 604 738 4118  
F 604 738 4115

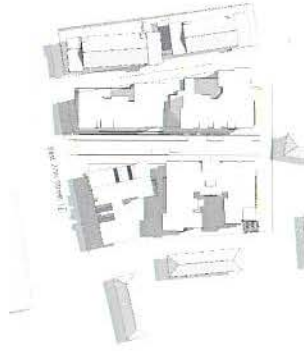
Date:	March 30, 2015	Scale:		Project No.:	14-017	Drawn By:	JP	Checked By:	RB	Project Month:		Sheet No.:	
Project Title:	MOUNTAIN COURT												LSK-03
Drawing Title:	Precedent Images												



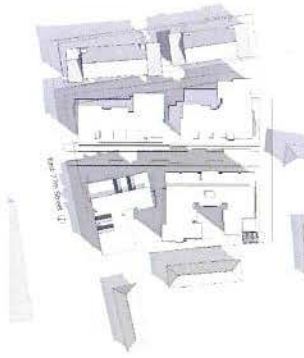
# SHADOW ANALYSIS



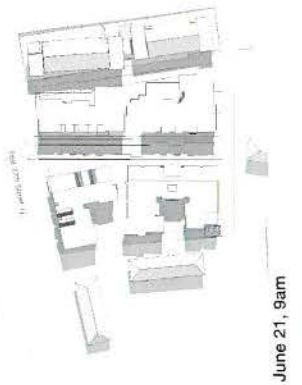
March 21, 9am



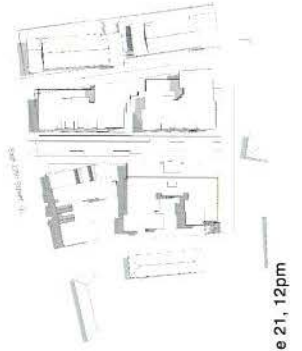
March 21, 12pm



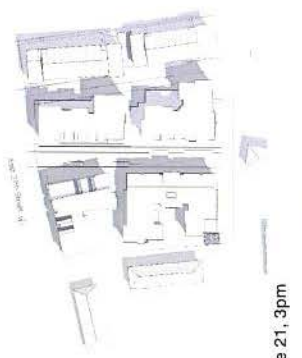
March 21, 3pm



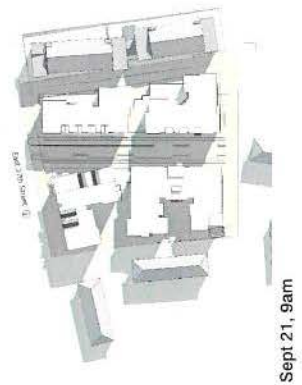
June 21, 9am



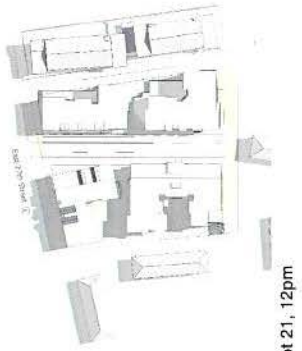
June 21, 12pm



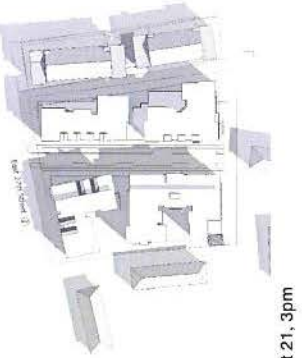
June 21, 3pm



Sept 21, 9am



Sept 21, 12pm



Sept 21, 3pm

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

**Bylaw 8101**

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 1324 (Bylaw 8101)".

**2. Amendments**

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

A. Part 2A, Definitions is amended by adding CD 86 to the list of zones that Part 2A applies to.

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

"Comprehensive Development Zone 86                      CD 86"

C. Part 4B Comprehensive Development Zone Regulations by inserting the following, inclusive of Schedule B:

**"4B86 Comprehensive Development Zone 86                      CD 86**

**The CD 86 zone is applied to:**

1241 – 1289 East 27<sup>th</sup> Street

Lot 2 Block W District Lot 2022 Plan 12740 (008-804-311); and  
Lot 4 Block W District Lot 2022 Plan 13960 (007-986-882).

**4B 86 – 1 Intent**

The purpose of the CD 86 Zone is to permit a low rise residential development consisting of 4 residential buildings.

**4B 86 – 2 Permitted Uses**

The following *principal* uses shall be permitted in the CD 86 Zone:

- a) Uses Permitted Without Conditions:

Not Applicable

- b) Conditional Uses:

*Residential use*

#### **4B 86 – 3 Conditions of Use**

- a) ***Residential:*** *Residential uses* are only permitted when the following condition is are met:
- i) Each dwelling unit has access to private or semi-private outdoor space.

#### **4B 86 – 4 Accessory Use**

- a) Accessory uses customarily ancillary to the principal uses are permitted;
- b) *Home occupations* are permitted in *residential* dwelling units.

#### **4B 86 – 5 Density**

- a) The maximum permitted density is of 34,745 m<sup>2</sup> (374,000 sq. ft.) *gross floor area* and 330 units cumulatively across the entire site, inclusive of any density bonus for energy performance.
- b) For the purpose of calculating *gross floor area* the following are exempted:
- i) Any areas completely below finished grade;
  - ii) Amenity Space to a maximum of 150m<sup>2</sup> per building;
  - iii) Bicycle storage areas to a maximum of 100m<sup>2</sup> per building and 400m<sup>2</sup> in total in the zone;
  - iv) The area of balconies and covered patios but not enclosed patios and balconies which are not permitted.

#### **4B 86 – 6 Height**

- a) The maximum permitted height for each building is 18.3 m (60.0 ft).
- b) For the purpose of measuring building height, the rules set out in the definition of height in Part 2 of this Bylaw apply except that height is measured to finished grade, and no one section of any building may have more than 5 floors of residential space.

#### **4B 86 – 7 Setbacks**

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

<b>Setback</b>	<b>Minimum Required Setback</b>
North / East 27 <sup>th</sup> Street	5.0 m (16.4 feet)
Library Lane	4.0 m (13.1 feet)
East (For buildings where the eastern setback is in the rear)	4.0 m (13.1 feet)
South / Mountain Gate	4.0 m (13.1 feet)
West (For buildings where the western setback is in the rear)	6.0 m (19.7 feet)

- b) For the purpose of measuring setbacks, measurements exclude:
- i) Partially exposed underground parkades; and
  - ii) Balconies, canopies and awnings.

#### **4B 86 – 8 Coverage**

- a) Building Coverage: The maximum building coverage is 50%.
- b) Site Coverage: The maximum site coverage is 60%.

#### **4B 86 – 9 Landscaping and Storm Water Management**

- 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.

#### **4B 86 – 10 Parking, Loading and Servicing Regulations**

- a) Parking and loading are required as follows:

<b>Use</b>	<b>Parking Requirement</b>
Residential dwelling unit	1.4 spaces per unit
Residential dwelling unit in a building designated rental in perpetuity by way of a housing agreement or legal covenant	1.0 spaces per unit
Residential visitor parking	0.1 spaces per unit

b) Bicycle storage for residents shall be provided on the basis of one space per unit.

c) Except as specifically provided in 4B86-10 (a) and (b), Parking and Loading shall be provided in accordance with Part 10 of this Bylaw.”

D. The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from Multiple Family Zone 3 (RM3) to Comprehensive Development Zone CD 86.

E. The Siting Area Map section is amended by deleting Plan Section R/13 and replacing it with the revised Plan Section R/13 attached in Schedule B.

**READ** a first time

**PUBLIC HEARING** held

**READ** a second time

**READ** a third time

**ADOPTED**

\_\_\_\_\_  
Mayor

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

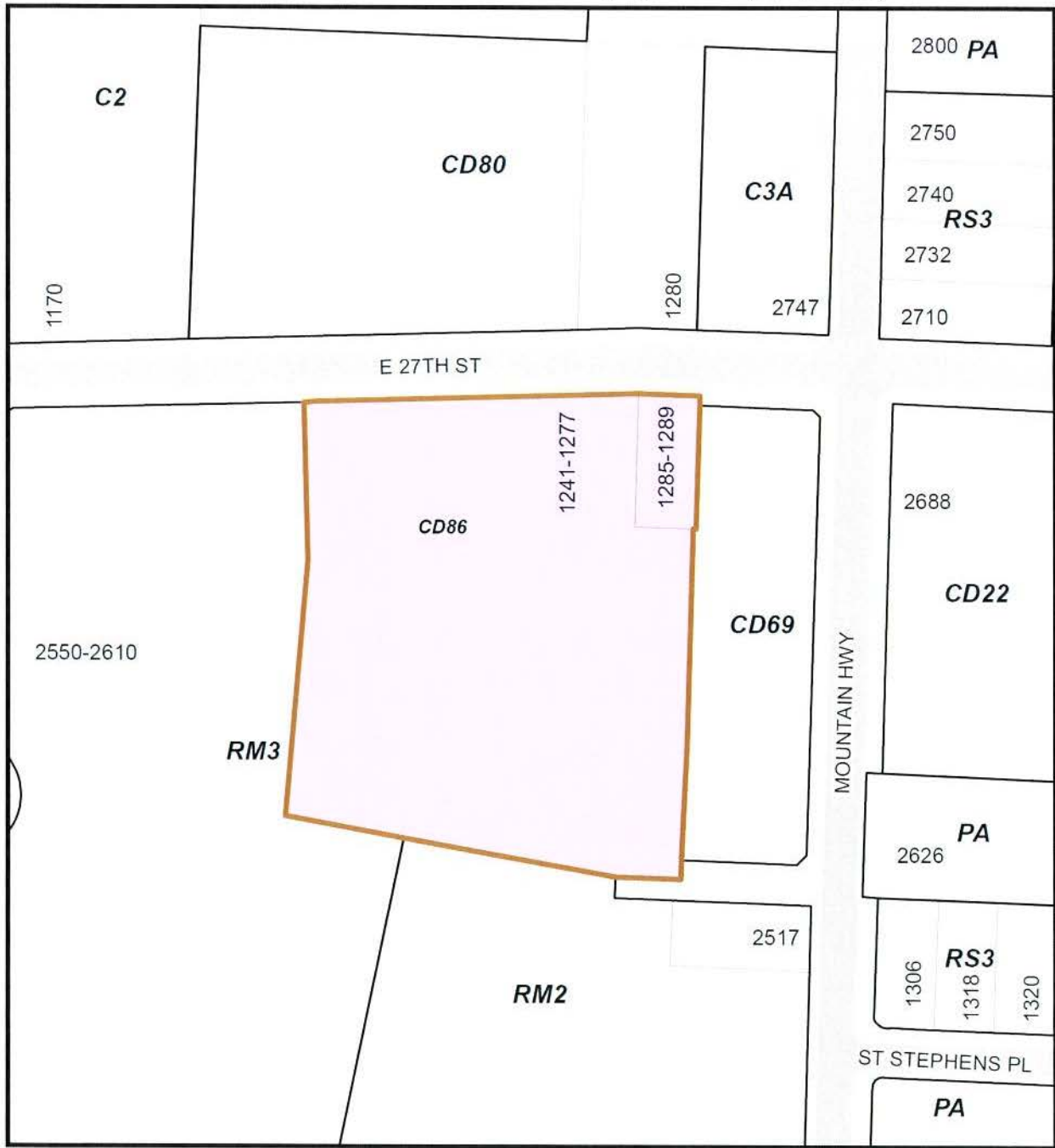
Certified a true copy

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

## Schedule A to Bylaw 8101

### Bylaw 8101

The District of North Vancouver Rezoning Bylaw 1324 (Bylaw 8101)

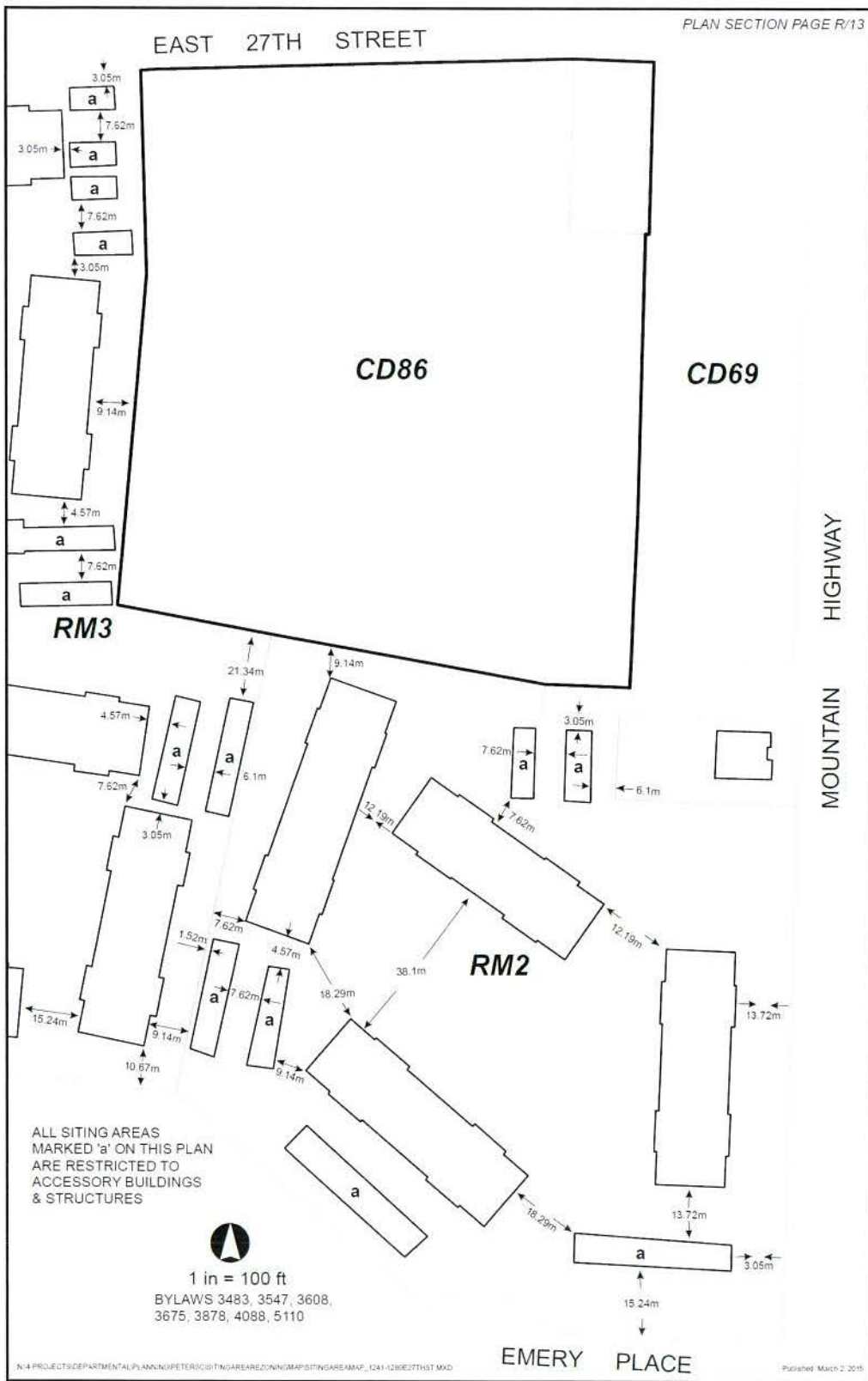


MULTIPLE-FAMILY RESIDENTIAL ZONE 3 (RM3) TO COMPREHENSIVE DEVELOPMENT ZONE 86 (CD86)





## Schedule B to Bylaw 8101





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

**Bylaw 8102**

A bylaw to enter into a Housing Agreement (1241-1289 East 27<sup>th</sup> Street)

---

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 8102, 2014 (1200 Block East 27<sup>th</sup> St.)".

**2. Authorization to Enter into Agreement**

The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Polygon Development 251 Ltd. substantially in the form attached to this Bylaw as Schedule "B" with respect to the following lands:

- a) No PID, Lot 1, Block W, District Lot 2022, and
- b) No PID, Lot 2, Block W, District Lot 2022.

both shown outlined in bold on the plan attached hereto as Schedule "A".

**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

**PROPOSED SUBDIVISION PLAN OF  
LOT 2 PLAN 12740 AND  
LOT 4 PLAN 13960  
BOTH OF BLOCK W DISTRICT LOT 2022  
NEW WESTMINSTER DISTRICT**

PLAN EPP

BCGS 920.035

SCALE 1 : 500

DISTANCES ARE IN METRES  
THE INTENDED PLOT SCALE OF THIS PLAN IS 260 mm  
AT WIDTH BY 430 mm IN HEIGHT (C. 500) WHEN  
PLOTTED AT A SCALE OF 1:500

INTEGRATED SURVEY AREA NO.16

DISTRICT OF NORTH VANCOUVER NAD83(CRS)

GRID READINGS ARE DERIVED FROM OBSERVATIONS BETWEEN GEODETIC  
CONTROL MONUMENTS 7541234 AND 6653

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES UNLESS  
OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES, MULTIPLY  
GROUND-LEVEL DISTANCES BY THE AIR-MASS CORRECTION FACTOR OF  
0.9999999999999999 WHICH HAS BEEN DERIVED FROM GEODETIC CONTROL  
MONUMENTS 7541234 AND 6653

**LEGEND**

SYMBOLS USED

- ▲ DENOTES CONTROL MONUMENT
- DENOTES LEAD PILE
- DENOTES IRON POST
- no DENOTES NECHERES
- no DENOTES WITNESS

NOTE: THIS PLAN SHOWS ONE OR MORE WITNESS POSTS  
WHICH ARE NOT SET ON THE TRUE CORNERS



**DRAFT OCTOBER 30, 2014**

THIS PLAN LIES WITHIN THE JURISDICTION OF THE APPROVING  
OFFICER FOR THE DISTRICT OF NORTH VANCOUVER

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS  
COMPLETED ON THE 11th DAY OF OCTOBER, 2014  
DARYL SUNDVICK, B.C.L.S. (837)  
SVP

THIS PLAN LIES WITHIN THE GREATER VANCOUVER REGIONAL DISTRICT



**Schedule A to Bylaw 8102**



## Schedule B to Bylaw 8102

### SECTION 219 COVENANT – HOUSING AGREEMENT (Rental Protection)

THIS COVENANT dated for reference the \_\_\_\_ day of \_\_\_\_\_, 2015, is

BETWEEN:

**POLYGON DEVELOPMENT 251 LTD** a corporation  
incorporated under the laws of the Province of British Columbia  
with an office at 900 – 1333 West Broadway, Vancouver, BC  
V6H 4C2

(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**")

RECITALS:

- A. The Owner is the registered owner in fee simple of land in the District of North Vancouver legally described in item 2 of Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement (the "**Land**");
- B. The Owner has agreed to grant and the District agrees to accept the Section 219 Covenant contained in this Agreement over the Land; and
- C. Section 219 of the *Land Title Act* (R.S.B.C. 1996, c. 250) provides that there may be registered as a charge against the title to any land a covenant in favour of a municipality in respect of the use of land or the use of a building on or to be erected on land or that land is or is not to be built on or is not to be subdivided except in accordance with the covenant.

NOW THEREFORE in consideration of \$2.00 and other good and valuable consideration paid by the District to the Owner, the receipt and sufficiency of which are hereby acknowledged, the Owner covenants and agrees with the District under section 219 of the *Land Title Act* of the Province of British Columbia as follows:

1. **USE**

- (a) The Land must not be used or developed except in strict accordance with this Agreement.

2. **DEFINITIONS**

- (a) "**Director**" means the General Manager of Planning, Permits and Bylaws and his or her designate;
- (b) "**Owner**" means the Owner and any other person or persons registered in the Lower Mainland Land Title Office as owner of the Land from time to time, or of any parcel into which the Land is consolidated or subdivided, whether in that person's own right or in a representative capacity or otherwise;
- (c) "**Proposed Development**" means the proposed development to be constructed on the Land;
- (d) "**Unit**" means a residential dwelling strata unit in any building in the Proposed Development; and
- (e) "**Unit Owner**" means the registered owner of a Unit in any building in the Proposed Development.

3. **RENTAL ACCOMODATION**

- (a) No Unit in a building in the Proposed Development may be occupied unless the Owner has:
  - (i) before the first Unit in the building is offered for sale, or conveyed to a purchaser without being offered for sale, filed with the Superintendent of Real Estate pursuant to the *Strata Property Act* (or any successor or replacement legislation) a Form J Rental Disclosure Statement (the "**Form J**") designating all of the Units in the building as rental strata lots and imposing a minimum 99 year rental period in relation to all of the Units; and
  - (ii) given a copy of the Form J to each prospective purchaser of any Unit in the building before the prospective purchaser enters into an agreement to purchase in respect of the Unit. For the purposes of this paragraph 3(a)(ii), the Owner is deemed to have given a copy of the Form J to each prospective purchaser of any Unit in the building if the Owner has included the Form J as an exhibit to the disclosure statement for the Proposed Development prepared by the Owner pursuant to the *Real Estate Development Marketing Act* (the "**Disclosure Statement**").
- (b) The Units constructed on the Land 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.
- (c) This agreement shall be binding upon all strata corporations created upon the strata title subdivision of the Land pursuant to the *Strata Property Act* or any subdivided parcel of the Land, including the Units.



- (d) Any Strata Corporation bylaw which prevents, restricts or abridges the right to use any of the Units as rental accommodations shall have no force or effect.
- (e) The Strata Corporation shall not pass any bylaws preventing, restricting or abridging the use of the Land, the Proposed Development or the Units contained therein from time to time as rental accommodation.
- (f) 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 Land, the Proposed Development and the units contained therein from time to time as rental accommodation.
- (g) 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.

#### 4. **GENERAL PROVISIONS**

- (a) The Owner shall comply with all requirements of this Agreement at its own cost and expense.
- (b) The parties agree that this Agreement creates only contractual obligations and obligations arising out of the nature of this document as a covenant under seal. The parties agree that no tort obligations or liabilities of any kind exist between the parties in connection with the performance of, or any default under or in respect of, this Agreement. The intent of this section is to exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract and under the law pertaining to covenants under seal.
- (c) This Agreement shall restrict use of the Land in the manner provided herein notwithstanding any right or permission to the contrary contained in any bylaw of the District.
- (d) Forthwith after registration of a strata plan (the "**Strata Plan**") under the *Strata Property Act* (British Columbia) to stratify the building on the Land, or any part thereof, and in any event before the first conveyance of any of the strata lots created by said Strata Plan (the "**Strata Lots**"), the Owner will cause the strata corporation (as hereinafter defined) to assume the Owner's obligations hereunder to the same extent as if the strata corporation had been an original party to this Agreement by executing and delivering to the District an assumption agreement in all material respects in the form attached hereto as Schedule "A". If the Owner fails to comply with this section 4(d), then the Owner will remain liable for the performance of the obligations hereunder notwithstanding the strata subdivision.
- (e) The strata corporation shall not enact any bylaw or make any rules or regulations in respect of the Strata Lots or the Land which are inconsistent with this Agreement.

- (f) For the purposes of this Agreement "**strata corporation**" means the strata corporation established pursuant to the *Strata Property Act* (British Columbia) upon registration of the Strata Plan to create the Strata Lots.
- (g) The covenants herein shall charge the Land pursuant to Section 219 of the *Land Title Act* and shall run with the Land and bind the Land and every part or parts thereto, and shall attach to and run with the Land and each and every part into which the Land may be divided or subdivided, whether by subdivision plan, Strata Plan or otherwise. The covenants set forth herein shall not terminate if and when a purchaser becomes the owner in fee simple of the Land or any part thereof, but shall charge the whole of the interest of such purchaser and shall continue to run with the Land and bind the Land and all future owners of the Land and any portion thereof, including all Strata Lots thereon. If the Land or any part thereof or any building or buildings on the Land are subdivided by means of a Strata Plan then the obligations of the Owner hereunder will be the obligations of the owners of Strata Lots in accordance with the *Strata Property Act*.
- (h) The rights given to the District by this Agreement are permissive only and nothing in this Agreement imposes any duty of any kind of the District to anyone or obliges the District to perform any act or to incur any expense for any of the purposes set out in this Agreement. Where the District is required or permitted by this Agreement to form an opinion, exercise a discretion, make a determination or give its consent, the Owner agrees that the District is under no public law duty of fairness or natural justice in that regard and agrees that the District may do any of those things in the same manner as if it were a private party and not a public body.
- (i) The Owner is only liable for breaches of this Agreement caused or contributed to by the Owner or which the Owner permits or allows. The Owner is not liable for the consequences of the requirements of any enactment or law or any order, directive, ruling or government action thereunder. The Owner is liable only for breaches which occur while the Owner is the registered owner of any of the Land and only to the extent that the Owner is the registered owner of any of the Land.
- (j) This Agreement does not:
  - (i) affect or limit the discretion, rights, duties or powers of the District under any enactment or at common law, including in relation to the use or subdivision of the Land;
  - (ii) affect or limit any enactment relating to the use or subdivision of the Land;  
or
  - (iii) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Land.
- (k) Nothing in this Agreement affects any obligations of the Owner to pay all property taxes, rates, charges and levies payable under any enactment on or in respect of the Land.



- (l) The Owner agrees that this Agreement is intended to be perpetual in order to protect the Land as set out in this Agreement. In view of the importance of protecting the Land for ecological and other reasons, the Owner agrees not to seek a court order modifying, discharging or extinguishing this Agreement under the *Property Law Act* (British Columbia), any successor to that enactment, any other enactment or at common law.
- (m) Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted under s.219 of the *Land Title Act* in respect of the Land and this Agreement burdens the Land and runs with it and binds the successors in title to the Land. This Agreement burdens and charges all of the Land and any parcel into which it is subdivided by any means and any parcel into which the Land are consolidated.
- (n) The Owner agrees to do everything necessary at the Owner's expense to ensure that this Agreement is registered against title to the Land with priority over all financial charges, liens and encumbrances registered or pending at the time of application for registration of this Agreement
- (o) An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
- (p) If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, 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.
- (q) This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.
- (r) By executing and deliver this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.
- (s) This Agreement shall not be modified or discharged except in accordance with the provisions of section 219 of the *Land Title Act*.
- (t) The Owner shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurance which may be reasonably necessary to give proper effect to the intent of this Agreement.
- (u) Time is of the essence of this Agreement.
- (v) Whenever the singular or masculine or neuter is used herein, the same shall be construed as including the plural, feminine, and body corporate or politic unless the context requires otherwise.

- (w) This Agreement shall be interpreted according to the laws of the Province of British Columbia. Where there is a reference to an enactment of the Province of British Columbia in this Agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province 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 Office Form C which is attached hereto and forms part of this Agreement.

#### **Schedule "A"**

#### **Assumption Agreement**

- END OF DOCUMENT -

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

**Bylaw 8112**

A bylaw to enter into a Housing Agreement (1241-1289 East 27<sup>th</sup> Street)

---

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 8112, 2015 (1200 Block East 27<sup>th</sup> St.)".

**2. Authorization to Enter into Agreement**

The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Polygon Development 251 Ltd. substantially in the form attached to this Bylaw as Schedule "B" with respect to the following lands:

- a) No PID, Lot 2, Block W, District Lot 2022, shown outlined in bold on the plan attached hereto as Schedule "A".

**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



**PROPOSED SUBDIVISION PLAN OF  
LOT 2 PLAN 12740 AND  
LOT 4 PLAN 13960  
BOTH OF BLOCK W DISTRICT LOT 2022  
NEW WESTMINSTER DISTRICT**

PLAN EPP

EAST 27th STREET

BCGS 92G.035

SCALE 1 : 500 DISTANCES ARE IN METRES  
THE INTENDED PLOT SCALE OF THIS PLAN IS 562 MM  
IN WIDTH BY 432 MM IN HEIGHT (2:500) WHEN  
PLOTTED AT A SCALE OF 1:500

INTEGRATED SURVEY AREA NO.16  
DISTRICT OF NORTH VANCOUVER NAD83(CSRS)  
GRID BEARINGS ARE DERIVED FROM OBSERVATIONS BETWEEN GEODETIC  
CONTROL MONUMENTS 7341234 AND 6653  
THIS PLAN SHOWS HORIZONTAL (GROUND-LEVEL) DISTANCES UNLESS  
OTHERWISE SPECIFIED TO COMPUTE GRID DISTANCES, MULTIPLY  
GROUND-LEVEL DISTANCES BY THE AVERAGE CORRECTION FACTOR OF  
0.999995 WHICH HAS BEEN DERIVED FROM GEODETIC CONTROL  
MONUMENTS 7341234 AND 6653

**LEGEND**

- FOUND PLACED
- ▲ DENOTES CONTROL MONUMENT
  - DENOTES LEAD PLUG
  - DENOTES IRON POST
  - △ DENOTES WITNESS
  - W DENOTES WITNESS

NOTE: THIS PLAN SHOWS ONE OR MORE WITNESS POSTS  
WHICH ARE NOT SET ON THE TRUE CORNERS



**DRAFT OCTOBER 30, 2014**

THIS PLAN LIES WITHIN THE JURISDICTION OF THE APPROVING  
OFFICER FOR THE DISTRICT OF NORTH VANCOUVER

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS  
COMPLETED ON THE 17th DAY OF 2014  
GARY SANDVICK, BOLS (R37)  
STP#

THIS PLAN LIES WITHIN THE GREATER VANCOUVER REGIONAL DISTRICT



**Schedule A to Bylaw 8112**

**BUTLER SANDVICK**  
1 - 19089 84th Ave  
Surrey, BC V4N 3D4  
www.butlersandvick.co  
Tel: 604-513-9611  
Fax: 4481  
Dwg: 4481-1

## Schedule B to Bylaw 8112

### SECTION 219 COVENANT – HOUSING AGREEMENT

THIS AGREEMENT dated for reference \_\_\_\_\_, 2015

BETWEEN:

**POLYGON DEVELOPMENT 251 LTD.** (Incorporation No. 816035) a corporation incorporated under the laws of the Province of British Columbia with an office at 900 – 1333 West Broadway, Vancouver, BC V6H 4C2

(the "Owner")

AND:

**THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER**, 355 West Queens Road, North Vancouver, BC V7N 4N5

(the "District")

WHEREAS:

- A. The Owner is the registered owner in fee simple of lands in the District of North Vancouver, British Columbia legally described in Item 2 of the Form C General Instrument Part 1 to which this Agreement is attached and which forms part of this Agreement ("**Lot 2**");
- B. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the District in respect of the use of land, construction on land or the subdivisions of land;
- C. Section 905 of the *Local Government Act* permits the District to enter into a housing agreement with an owner of land, which agreement may include terms and conditions regarding the occupancy, tenure and availability of dwelling units located on Lot 2; and
- D. The Owner and the District wish to enter into this Agreement to restrict the subdivision and use of, and construction on, Lot 2 on the terms and conditions of this agreement, to have effect as both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 905 of the *Local Government Act*.

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

1. **Definitions** – In this Agreement and the recitals hereto:
  - (a) “*Development Covenant*” means the covenant under section 219 of the *Land Title Act* dated for reference \_\_\_\_\_, 2015 granted by the Owner to the District and registered at the LTO against Lot 2 under number CA \_\_\_\_\_;
  - (b) “*Dwelling Unit*” means a room or set of rooms containing cooking and sanitary facilities and designed to be used for residential occupancy by one or more persons;
  - (c) “*LTO*” means the Lower Mainland Land Title Office and any successor of that office.
  - (d) “Lot 2” has the meaning given to it in Recital A hereto;
  - (e) “*Master Development Plan*” has the meaning given to it in the Development Covenant;
  - (f) “*Rental Building*” means a \_\_ storey apartment building containing the Rental Dwelling Units, which said building is to be constructed on the Rental Building Parcel generally as shown on the Master Development Plan;
  - (g) “*Rental Building Parcel*” means that part of Lot 2 shown on the sketch plan attached hereto as Schedule “A”;
  - (h) “*Rental Dwelling Units*” means at least 75 Dwelling Units in the Rental Building satisfying the criteria and requirements set out in the Development Covenant;
  - (i) “*Subdivided*” means the division of land into two or more parcels by any means, including by deposit of a subdivision, reference or other plan under the *Land Title Act*, lease, or deposit of a strata plan or bare land strata plan under the *Strata Property Act* (including deposit of any phase of a phased bare land strata plan);
  - (j) “*Zoning Amendment Bylaw*” means District of North Vancouver Rezoning Bylaw 8101 (No. 1324, 2015); and
  - (k) “*Zoning Bylaw*” means the District of North Vancouver Zoning Bylaw No. 3210, 1965 as modified by the Zoning Amendment Bylaw and as further amended, consolidated, re-enacted or replaced from time to time.
2. **Required Minimum Number of Market Rental Dwelling Units** – Any development on Lot 2 must contain not less than 75 market rental Dwelling Units (the “Rental Dwelling Units”).
3. **Rental Building** – The Rental Building must contain at least 75 Rental Dwelling Units.
4. **Subdivision Restriction** – Lot 2 may be subdivided, including by way of an air space subdivision, to create the Rental Building Parcel and a remainder parcel provided that



said subdivision complies with the Zoning Bylaw, all conditions and requirements imposed by the Approving Officer, and the terms and conditions set out in the Development Covenant, but the Rental Building Parcel, once created, and any improvements from time to time thereon (including without limitation the Rental Building) may not be further Subdivided by any means whatsoever, including, without limitation, by subdivision plan, strata plan, fractional interest, lease or otherwise.

5. **Rental Housing** – The Rental Dwelling Units and the Rental Building may not be used for any purpose whatsoever save and except for the purpose of rental housing pursuant to arm's length month-to-month residential tenancy agreements or arm's length residential tenancy agreement with terms not exceeding three (3) years in duration (including all periods in respect of which any rights or renewal, contingent or otherwise have been granted).
6. **Rental Building Occupancy Restriction** – No Dwelling Unit in the Rental Building may be occupied except pursuant to a residential tenancy agreement that complies with section 5.
7. **Damages and Rent Charge**
  - (a) The Owner acknowledges that the District requires rental housing for the benefit of the community. The Owner therefore agrees that for each day Lot 2 is occupied in breach of this Agreement, the Owner must pay the District \$100.00 (the "Daily Amount"), as liquidated damages and not as a penalty, due and payable at the offices of the District on the last day of the calendar month in which the breach occurred. The Daily Amount is increased on January 1 of each year by the amount calculated by multiplying the Daily Amount as of the previous January 1 by the percentage increase between that previous January 1 and the immediately preceding December 31 in the Consumer Price Index. The Owner agrees that payment may be enforced by the District in a court of competent jurisdiction as a contract debt.
  - (b) By this section, the Owner grants to the District a rent charge under section 219 of the *Land Title Act*, and at common law, securing payment by the Owner to the District of the amounts described in section 7(a).
  - (c) The District agrees that enforcement of the rent charge granted by this section is suspended until the date that is 30 days after the date on which the District has provided notice to the Owner and/or the Rental Building Mortgage mortgagee that any amount due under section 7(a) is due and payable to the District in accordance with section 7(a) and the District agrees that the Owner and/or the Rental Building Mortgage mortgagee may cure an Owner default.
  - (d) The District may enforce the rent charge granted by this section by an action for an order for sale or by proceedings for the appointment of a receiver.
8. **Specific Performance** – The Owner agrees that, without affecting any other rights or remedies the District may have in respect of any breach of this Agreement, the District is

entitled to obtain an order for specific performance of this agreement and a prohibitory or mandatory injunction in respect of any breach by the Owner of this Agreement. The Owner agrees that this is reasonable given the public interest in restricting occupancy of Lot 2 in accordance with this Agreement.

9. **Notice of Housing Agreement** – For clarity, the Owner acknowledges and agrees that:
  - (a) this Agreement constitutes both a covenant under section 219 of the *Land Title Act* and a housing agreement entered into under section 905 of the *Local Government Act*;
  - (b) the District is required to file a notice of housing agreement in the LTO against title to Lot 2; and
  - (c) once such a notice is filed, this Agreement, as a housing agreement under section 905 of the *Local Government Act*, binds all persons who acquire an interest in Lot 2 in perpetuity.
10. **Compliance with Laws** – The Owner will at times ensure that Lot 2 is used and occupied in compliance with all statutes, laws, regulations, bylaws, and orders of the District and other authorities having jurisdiction, including all rules, regulations, policies, guidelines and the like under or pursuant to them.
11. **Cost** – The Owner shall comply with all requirements of this Agreement at its own cost and expense, and shall pay the reasonable costs and expenses incurred and payment and expenditures made by the District, including without limitation, all survey, advertising, legal fees and disbursements and the District’s administration costs (as determined by the District’s charge out rate for District staff time) in connection with the preparation of this Agreement and all other covenants, agreements and statutory rights of way granted by the Owner to the District or entered into between the Owner to the District in respect of the development of Lot 2 contemplated in this Agreement and ancillary documents and any modifications, discharges and partial discharges of them from time to time, and the costs of registration of such documents in the LTO.
12. **Partial Discharge** – Subject to section 13, at the request of the Owner and at the Owner’s sole expense, the District will deliver to the Owner a discharge (the “Discharge”) in registrable form discharging this Agreement from all of Lot 4 other than the Rental Building Parcel.
13. **Limitation on Discharge** – The District will be under no obligation to provide the Discharge unless the construction of the Rental Building and the Rental Dwelling Units has completed, the Rental Building Parcel has been created, and the District is satisfied that the Owner has met all of its obligations under sections 2, 3 and 4 of this Agreement in respect of the construction of the Rental Building and the Rental Dwelling Units, and the creation of the Rental Building Parcel.
14. **Interpretation** – In this Agreement:

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
- (d) reference to the “Land” or to any other parcel of land is a reference also to any parcel into which it is subdivided or consolidated by any means (including the removal of interior parcel boundaries) and to each parcel created by any such subdivision or consolidations;
- (e) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (f) reference to any enactment includes any regulations, orders, permits or directives made or issued under the authority of that enactment;
- (g) unless otherwise expressly provided, referenced to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced;
- (h) time is of the essence;
- (i) all provisions are to be interpreted as always speaking;
- (j) reference to a “party” is a reference to a party to this Agreement and the their respective heirs, executors, successors (including successors in title), trustees, administrators and receivers;
- (k) reference to the District is a reference also to is elected and appointed official, officer, employees and agents;
- (l) reference to a “day”, “month”, “quarter”, or “year” is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided; and
- (m) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”.

15. **Certificate as to Compliance** - The District will, on not less than 30 days prior written request, provide a statement in writing certifying whether to the best knowledge of the maker of the statement, the Owner is not in default under the provisions of the Housing Agreement, or, if in default, the particulars.



16. **Notice of Mortgage** - The Owner or a mortgagee that registers a mortgage against title to the Rental Building Parcel may provide notice to the District of the mortgage (the "Rental Building Mortgage").
17. **Notice of Breach or Default** - If the District considers the Owner to be in default under this Agreement, the District will provide notice of the default to:
  - (a) the Owner; and
  - (b) any Rental Building Mortgage mortgagee, if notice was provided to the District of a Rental Building Mortgage.

Under no circumstance will the District be liable in damages to anyone for failure to give notice under this section.

18. **Notice** - Any notice, request or demand required or permitted to be given hereunder will be sufficiently given only if personally delivered (including by nationally recognized courier, with signature obtained upon delivery) or mailed by prepaid registered post as follows:
  - (a) to the District at:

355 West Queens Street  
North Vancouver, BC V7N 4N5

Attention: Director, Planning Permits and Bylaws
  - (b) to the Owner at:

Polygon Development 251 Ltd.  
900 – 1333 West Broadway, Vancouver, BC V6H 4C2  
Attention: Vice President Development
  - (c) to the Rental Building Mortgage mortgagee, if notice was provided to the District of a Rental Building Mortgage:

to the address shown on the mortgage

Any notice sent by registered mail will be deemed to have been received four business days after the date of mailing, and any notice delivered personally will be deemed to have been received on the date of actual delivery if delivered before 4:00 p.m. on a business day and otherwise on the next business day. Any party may change its address for notices hereunder by giving notice of the new address to the other party in accordance with this section. If the postal service is interrupted or is substantially delayed, any notice, demand, request or other instrument must be personally delivered.

19. **No Waiver** – No provision or breach of this Agreement, or any default, is to be considered to have been waived or acquiesced in by a party unless the waiver is express and is in writing by the party. The waiver by a party of any breach by the other party of any provision, or default, is not to be construed as or constituted a waiver of any further or other breach or the same or any other provision or default.
20. **Rights are Cumulative** – All rights and remedies of a party under or in respect of this Agreement (including its breach) are cumulative and are in addition to, and do not exclude or limit any other right or remedy. All rights and remedies may be exercised concurrently.
21. **Third Party Beneficiaries** – Except as may be expressly provided in this Agreement, this Agreement is not to be interpreted to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty or obligation created by this Agreement.
22. **No Effect on Laws or Powers** – This Agreement and the Owner's contributions, obligations and agreements set out in this Agreement do not:
- (a) affect or limit the discretion, rights, duties or powers of the District or the Approving Officer under any enactment or at common law, including in relation to the use, development, servicing or subdivision of Lot 2;
  - (b) impose on the District or the approving Officer any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
  - (c) affect or limit any enactment relating to the use, development or subdivision of Lot 2; or
  - (d) relieve the Owner from complying with any enactment, including in relation to the use, development, servicing or subdivision of Lot 2.
23. **Binding Effect** – This Agreement enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, trustees, receivers and successors (including successors in title).
24. **Covenant Runs With Lot 2** - Every provision of this Agreement and every obligation and covenant of the Owner in this Agreement, constitutes a deed and a contractual obligation, and also a covenant granted by the Owner to the District in accordance with Section 219 of the *Land Title Act*, and this Agreement burdens Lot 2 to the extent provided in this Agreement, and runs with it and binds the Owner's successors in title. This Agreement also burdens and runs with every parcel into which Lot 2 is or they are consolidated (including by the removal of interior parcel boundaries) by any means.
25. **Voluntary Agreement** - The Owner acknowledges that the Owner has entered into this Agreement voluntarily and has taken legal advice with regard to the entry of this Agreement and the development of Lot 2.

26. **Agreement for Benefit of District Only** – The Owner and the 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 tenant, or any future owner, lessee, occupier or user of the property, Lot 2 or the building or any portion thereof, including any Suite; and
  - (c) the District may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.
27. **Limitation on Owner's Obligations** - The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of Lot 2.
28. **Further Acts** - The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
29. **Joint Obligations of Owner** - If two or more persons execute this Agreement as Owner, the liability of each such person to observe and perform all of the Owner's obligations pursuant to this Agreement will be deemed to be joint and several.
30. **Severance** - If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, 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 and unaffected by that holding or by the severance of that part.
31. **No Joint Ventureship** - Nothing in this Agreement shall constitute the Owner as the agent, joint venturer or partner of the District or give the Owner any authority or power to bind the District in any way.
32. **Amendment** - This Agreement may be amended from time to time by agreement between the Owner and the District. Except as otherwise expressly provided in this Agreement, the amendment agreement must be by an instrument in writing duly executed by the Owner and the District.
33. **Deed and Contract** - By executing and delivering this Agreement each of the parties intends to create both a new contract and a deed of covenant executed and delivered under seal.

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



**PROPOSED SUBDIVISION PLAN OF  
LOT 2 PLAN 12740 AND  
LOT 4 PLAN 13960  
BOTH OF BLOCK W DISTRICT LOT 2022  
NEW WESTMINSTER DISTRICT**

PLAN EPP

EAST 27th STREET

BCCS 92C.035

SCALE 1 : 500

DISTANCES ARE IN METRES  
THE INTENDED POST SCALE OF THIS PLAN IS 500 mm  
IN AND 761 BY 432 mm IN HEIGHT (C.342) WHEN  
PLOTTED AT A SCALE OF 1:500.

INTEGRATED SURVEY AREA NO.16

DISTRICT OF NORTH VANCOUVER NAD83(CSRS)

GRID BEARINGS ARE DERIVED FROM OBSERVATIONS BETWEEN GEODETIC  
CONTROL MONUMENTS 7501234 AND 6653.

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES UNLESS  
OTHERWISE SPECIFIED TO COMPOSITE GROUND DISTANCES. MULTIPLE  
GROUND-LEVEL DISTANCES BY THE AVERAGE COMPOUND FAC TOR OF  
0.999999 WHICH HAS BEEN DERIVED FROM GEODETIC CONTROL  
MONUMENTS 7501234 AND 6653.

**LEGEND**

FOUND PLACED

- ▲ DENOTES CONTROL MONUMENT
- DENOTES DEAD PLUG
- DENOTES WIRE POST
- DENOTES RECTANGLE
- PT DENOTES WITNESS

NOTE: THIS PLAN SHOWS ONE OR MORE WITNESS POSTS  
WHICH ARE NOT SET ON THE TRUE CORNERS.



**DRAFT OCTOBER 30, 2014**

THIS PLAN LIES WITHIN THE JURISDICTION OF THE APPROVED  
DIVISION FOR THE DISTRICT OF NORTH VANCOUVER.

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS  
COMPLETED ON THE 10th DAY OF OCTOBER 2014.



BUTLER  
SUNDVICK

ST. STEPHEN'S  
PLACE

15005 SARA AVE  
SURREY BC V4N 3J4  
WWW.BUTLER-SUNDVICK.CO  
TEL: 604-593-8821

**Schedule A to Housing Agreement**  
**SKETCH PLAN**

# SUMMARY OF PUBLIC INFORMATION MEETING

1241-1277 and 1285 -1289 E. 27th Street  
Meeting held December 10th, 2014



## POLYGON

Polygon Development 251 Ltd.

prepared by:

**MAIN STREET ARCHITECTURE**

architecture | urban design | vision | collaboration

# CONTENTS

- 1 Overview
- 2 Community Engagement and Information Distribution
  - 2.1 Meeting intent
  - 2.2 Information Distribution and Community Notification
  - 2.3 Public Information Meeting - December 10th 2014
  - 2.4 Community Enquiries
  - 2.5 Response to Public feedback

Appendix A: DNV Project information sheet  
Appendix B: Photos of sign on site  
Appendix C: Comment forms  
Appendix D: PDF of presentation panels



## 1.0 OVERVIEW

To:

Casey Peters, Community Planner,  
District of North Vancouver

Hugh Ker,

Polygon Development 251 Ltd.

From:

Jay Hiscox AIBC, Meeting Facilitator,  
Main Street Architecture

Tel: 604-354-0397

E: jhiscox@shaw.ca

## 1 OVERVIEW

The following document summarizes the Public Information meeting held by Polygon Development 251 Ltd. on December 10th 2014. The intent of the meeting was to share updated project information, and identify community questions prior to formal Public hearings relative to the property at 1241-1277 and 1285-1289 E 27th Street, District of North Vancouver, BC. The project proposal is for the development of 321 units of residential units in four buildings, in 5 storey building forms. The project proposal includes 75 units of rental housing, a total of 180,060 sf. The project falls within OCP guidelines and is below the FSR prescribed for the site.

## 2 COMMUNITY ENGAGEMENT AND INFORMATION DISTRIBUTION

### 2.1 Meeting intent

The focus of the December 10th meeting was to provide updated project information and a venue to voice questions or concerns about the project.

### 2.2 Information Distribution and Community Notification

To ensure that the community received updated information about the proposed project and notification of Public Information Meetings, the following information distribution methods were undertaken:

- Mailout delivery
- Community stakeholder notification
- Project Update brochure
- Display boards at Public Information Meeting
- Newspaper advertising
- Direct e-mail

#### 2.2.1 Individual Property Owner notification:

Handouts were delivered to all properties within a 100m radius. Distribution map shown overleaf.



map of project area:



### The Meeting Agenda:

6:00 – 8:00 P.M. Public Information Meeting

**Note: This is not a Public Hearing**

District Council will formally consider the proposal at a future date.

**Further Information:**

If you wish further information or clarification regarding this proposal, please contact:

Brandon Hohenwarter Polygon Development 251 Ltd.  
604-871-4468 Development Manager Asst.

Casey Peters District of North Vancouver  
604-990-2387 Community Planning



## Public Information Meeting

Polygon Development 251 Ltd. will be hosting a Public Information Meeting to present a redevelopment proposal for 1241-1277 and 1285-1289 East 27<sup>th</sup> Street.

This information package is being distributed to owners and occupants within a 100 meter radius of the site in compliance with District of North Vancouver Policy.

### Meeting Location:

Kiwanis Lynn Manor Auditorium  
2555 Whiteley Court  
North Vancouver, B.C.

Time: 6:00 – 8:00 P.M.  
Wednesday, Dec 10, 2014

Project handout - Front

### The Proposal:

Polygon Development 251 Ltd. proposes to consolidate and redevelop the Mountain Court property at 1241-1277 East 27<sup>th</sup> Street and the neighbouring triplex at 1295-1289 East 27<sup>th</sup> Street. The gross site area will be 180,060 square feet. The proposal consists of four buildings with five story massing and a total of 321 residential units. Three of the buildings will be comprised of 246 market condominium homes, and one building will be comprised of 75 rental apartment homes.

In the Official Community Plan the site is identified as being within the Lynn Valley Town Centre, and specifically the site is contemplated for Medium Density Apartment use. Two fee simple lots will be consolidated and rezoned from RM-3 to a Comprehensive Zone based on Medium Density Apartment. This will permit a density of up to 2.5 FSR which will typically be expressed in low rise apartments. Polygon Development 251 Ltd. proposes an FSR of 1.83 based on the gross site area.

As per the Lynn Valley Implementation Plan, the development integrates the proposed road network with Lynn Valley Mall to the north. This road will bisect the site and create two new lots, which are further divided by an east/west pedestrian ROW. A new municipal street will run east/west along the southern end of the site and will ultimately serve as a connection between Whiteley Court and Mountain Highway.

The architecture of the development is defined as contemporary urban design in a West Coast context. It is designed to fit into the Lynn Valley community and provides a unique neighbourhood feeling. Parking will be underground accessed from two points.



Project handout - Rear



### 2.2.2 Signage:

A sign outlining the proposed development was installed on the site.

### 2.2.3 Newspaper Notification:

Polygon Developments placed public notice advertisements in the North Shore News. The ads were run on Nov 26, Nov 28 and Dec 5.

### 2.2.4 Community Association:

In addition to the mailout list, DNV sent emails to local Association stakeholder group to invite them to the meeting. The mailouts were sent out Nov 26.

## 2.3 Public Information Meeting- December 10th 2014

Polygon Development 251 Ltd. hosted the Public information meeting on December 10th 2014 at the Kiwanis Lynn Manor Auditorium, 2555 Whitely Court, North Vancouver. The meeting was held from 6.00 - 8.00 PM.

The event included display boards illustrating key design elements for the project proposal.

The project team present at the meeting included:

- Hugh Ker, Polygon Development 251 Ltd.
- Rene Rose, Polygon Development 251 Ltd.
- Brandon Hohenwarter, Polygon Development 251 Ltd.
- Rebecca Wright, Polygon Development 251 Ltd.
- Michael Birmingham, Polygon Development 251 Ltd.
- Ray Letkeman, Raymond Letkeman Architecture Ltd.
- Rob Barnes, Perry + Associates Landscape Architecture
- Brian Wallace, BWW Consulting, Traffic Consultant
- Jay Hiscox, Main Street Architecture, Meeting Facilitator

DNV staff present at the meeting included:

- Casey Peters, Community Planner, District of North Vancouver
- Jennifer Paton, Development Manager, District of North Vancouver

A total of 17 people signed in to the meeting and 2 comment forms were returned.  
(Attached in Appendix C) .

Based on the feedback received, all of the attendees had their questions answered and none appeared to have left with outstanding questions. Several visitors were supportive of the scheme as presented, and several comments were noted that felt the project would be a welcome redevelopment of this area. Several visitors noted to commonality with the nearby branches development.

A presentation was held at mid-meeting, with a forum opened to field questions and answers from the gathered group. An opportunity was provided but no one chose to ask any questions in this forum.

Comments / Questions fielded during the meeting included the following;

- Request for clarification about how the buildings step across the site - hard to grasp from the floor plans.
- Concern about the displacement of current residents.
- Comments - Displaced residents are looking for similar accommodation at a reasonable cost with little luck.
- Question about unit mixes.
- Concern about construction parking during this project, and for current project underway.
- Comments about change and density.
- Comments about disruption over time while the neighborhood builds out.
- Comments that current construction worker parking using stalls south side of Mountain Court site.
- Concern for poor visibility at the existing lane/Mountain Hwy intersection because of construction equipment.
- Question - Will the Library Lane / E 27th / Mtn Crt Street intersection be signalized?
- Question - What road improvements are planned to deal with all this new traffic?
- Question - What is happening on the Bosa project re road changes?- Concern about traffic using the new east-west street and Whitely Crt as a "bypass" route between Mtn Hwy and 27th.
- Question - How will the intersection of the new east-west street intersection with Mountain Hwy be operated?
- One person was unaware of the overall "Grand Plan" for additional housing in the Town Centre and that this project, Crystal Court and Bosa's residential were all part of that.
- Questions about other developments in the area.
- Comment regarding the need for a park planning study for Kirkstone
- Question about the renter program Polygon is offering the current tenants.
- A neighbouring property owner wanted to know what was happening at the site.

## 2.4 Community Inquiries

Polygon Development 251 Ltd. did not receive any community inquiries via emails and phone calls regarding the project.

## 2.5 Response to Public feedback

No changes are presently contemplated as a result of the Public Information meeting .

# PUBLIC HEARING

**1241 - 1289 East 27th Street**

**4 apartment buildings**

**What:** A Public Hearing for a proposed amendment to the Zoning Bylaw to enable the development of four residential apartment buildings.

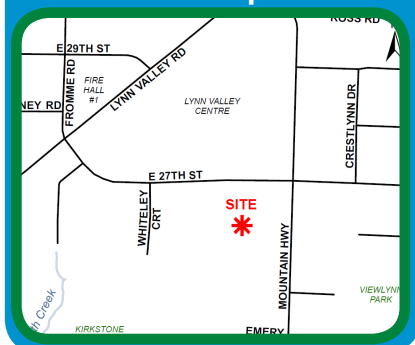
**When:** 7 pm, Tuesday, June 16, 2015

**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 8101 proposes to amend the Zoning Bylaw to create a new Comprehensive Development Zone (CD86) and rezone the subject site from Multiple Family Zone 3 (RM3) to Comprehensive Development 86 (CD86) to allow the development of four residential apartment buildings.

**When can I speak?** We welcome your input **Tuesday, June 16, 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 material and copies of the bylaw are available for review at the Municipal Clerk's Office or online at [dnv.org/public\\_hearing](http://dnv.org/public_hearing). Office hours are Monday to Friday 8 am to 4:30 pm.

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





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