

AGENDA

PUBLIC HEARING

Tuesday, November 22, 2016

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

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PUBLIC HEARING

7:00 p.m.

**Tuesday, November 22, 2016
Municipal Hall, Council Chambers
355 West Queens Road, North Vancouver**

**3105 & 3115 Crescentview Drive
Twenty-Two Unit Apartment & Single Family House**

- 1. OPENING BY THE MAYOR**
- 2. INTRODUCTION OF BYLAWS BY CLERK**

**The District of North Vancouver Official Community Plan Bylaw 7900, 2011,
Amendment Bylaw 8178, 2016 (Amendment 21)**

Purpose of Bylaw:

Bylaw 8178 proposes to amend the OCP land use designation for 3105 Crescentview Drive from Residential Level 2: Detached Residential to Residential Level 5: Low Density Apartment and to designate this property as Development Permit Areas for Form and Character, Energy and Water Conservation and GHG Emission Reduction.

The District of North Vancouver Rezoning Bylaw 1341 (Bylaw 8179)

Purpose of Bylaw:

Bylaw 8179 proposes to amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 95 (CD95) and rezone 3105 and 3115 Crescentview Drive from Single Family Residential Edgemont (RSE) to CD95 to allow the development of a twenty-two unit apartment and single family house.

- 3. PRESENTATION BY STAFF**

Presentation: Natasha Letchford, Planner
- 4. PRESENTATION BY APPLICANT**

Presentation: Raymond Letkeman, Raymond Letkeman Architects
- 5. REPRESENTATIONS FROM THE PUBLIC**
- 6. QUESTIONS FROM COUNCIL**

7. COUNCIL RESOLUTION

Recommendation:

THAT the November 22, 2016 Public Hearing be closed;

AND THAT “District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8178, 2016 (Amendment 21)” and “The District of North Vancouver Rezoning Bylaw 1341 (Bylaw 8179)” be returned to Council for further consideration.

8. CLOSING

The Corporation of the District of North Vancouver

Bylaw 8178

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

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

1. Citation

This bylaw may be cited as “District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8178, 2016 (Amendment 21)”.

2. Amendments

2.1 District of North Vancouver Official Community Plan Bylaw 7900, 2011, is amended as follows:

- a) Map 2 Land Use: as illustrated on Schedule A, by changing the land use designation of the properties on Map 2 from Residential Level 2: Detached Residential to Residential Level 5: Low Density Apartment;
- b) Map 3.1 Form and character Development Permit Area: as illustrated on Schedule B, by adding the properties to Map 3.1, designating them as a Form and Character of Commercial, Industrial and Multifamily Development Development Permit Area; and,
- c) Map 4.1 Energy and Water Conservation and GHG Emission Reduction Development Permit Area: as illustrated on Schedule B, by adding the properties to Map 4.1, designating them as an Energy and Water Conservation and Greenhouse Gas Reduction Development Permit Area.

READ a first time October 24th, 2016 by a majority of all Council members.

PUBLIC HEARING held

READ a second time by a majority of all Council members.

READ a third time by a majority of all Council members.

ADOPTED by a majority of all Council members.

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Bylaw 8178 Schedule A

BYLAW 8178

The District of North Vancouver Official Community Plan Bylaw 7900 (2011)
Amendment Bylaw 8178 (2016)



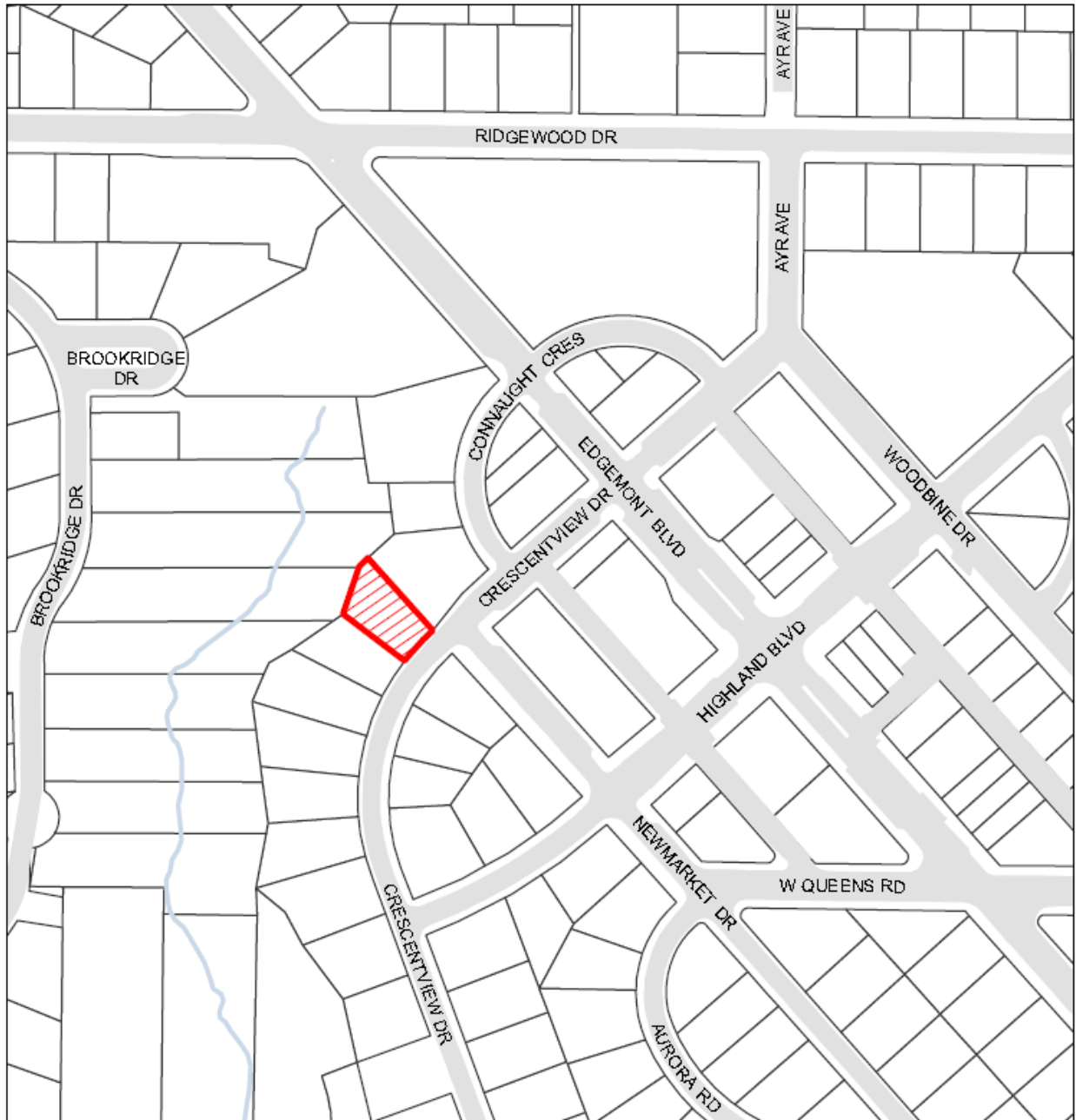
Map 2 Land Use: as illustrated on Schedule A, by changing the land use designation, on Map 2, of the properties from Residential Level 2: Detached Residential to Residential Level 5: Low Density Apartment



Bylaw 8178 Schedule B

BYLAW 8178

The District of North Vancouver Official Community Plan Bylaw 7900 (2011)
Amendment Bylaw 8178 (2016)



Map 3.1 Form and character Development Permit Area: as illustrated on Schedule A, by adding the properties to Map 3.1, designating them as a Form and Character of Commercial, Industrial and Multifamily Development Permit Area

Map 4.1 Energy and Water Conservation and GHG Emission Reduction Development Permit Area: as illustrated on Schedule A, by adding the properties to Map 4.1, designating them as an Energy and Water Conservation and Greenhouse Gas Reduction Development Permit Area



The Corporation of the District of North Vancouver

Bylaw 8179

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

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

1. Citation

This bylaw may be cited as “The District of North Vancouver Rezoning Bylaw 1341 (Bylaw 8179)”.

2. Amendments

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

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

"Comprehensive Development Zone 95 CD95"

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

“4B95 Comprehensive Development Zone 95 CD95

The CD95 Zone is applied to:

- a) Amended Lot 3 (See 149056L) Block 55 District Lot 598 to 601 Plan 6659, PID: 010-825-428;
- b) Amended Lot 4 (See 149056L) Block 55 District Lot 598 to 601 Plan 6659, PID: 010-825-444;
- c) Lot 5 Block 55 District Lots 598 to 601 Plan 6659, PID: 010-825-479

4B95-1) Intent:

The purpose of the CD95 Zone is to establish specific land use and development regulations for a 23 unit apartment and one single family house project.

4B95-2) Uses:

The following *principal uses* shall be permitted in the Comprehensive Development 95 Zone:

- a) Uses permitted without conditions:
 - i. Three storey residential building, low-rise apartment; and,
 - ii. Two storey residential building, single family house.
- b) Conditional uses:
 - i. Not applicable

4B95-3) Conditions of Use:

- a) Secondary suites are not permitted in the CD95 Zone

4B95-4) Accessory Uses:

- (a) *Accessory uses* are permitted and may include but are not necessarily limited to:
 - (i) Home occupations in accordance with the regulations in Section 405 of the Zoning Bylaw, 1965

4B95-5) Density:

- (a) The maximum permitted density in the CD95 Zone is limited to a floor space ratio (FSR) of 0.45 inclusive of any density bonus for energy performance and a maximum of 6 dwelling units;
- (b) For the purposes of calculating floor space ratio, the following areas are excluded:
 - i. Underground parking level

4B95-6) Amenities:

- (a) Despite subsection 4B95-5, density in the CD95 Zone is increased to a maximum floor space of 3,112m² (33,496 sq ft) inclusive of any density bonus for energy performance; and, a maximum of 22 units in a low-rise apartment and a maximum of one unit in a detached single family house, if the owner:
 - i. Enters into a Housing Agreement prohibiting any restrictions preventing the owners in the project from renting their units;
 - ii. Contributes \$337,095 to the municipality to be used for any of the following amenities (with allocation and timing of expenditure to be determined by the municipality in its sole discretion): public art; park, trail, environmental, plaza or other public realm improvements; municipal or recreation service facility, or facility improvements; and/or the affordable housing fund;

- iii. Ensures a minimum of 364 m² (3,918 sq. ft.) of the total permissible floor space occurs in Area A as noted in Schedule B.
- iv. Ensures a minimum of 2,748 m² (29,581 sq. ft.) of the total permissible floor space must occur in Area B as noted in Schedule B.

4B95-7) Setbacks:

- a) Buildings shall be set back from property lines to the closest building face, excluding any partially exposed underground parking structure, window wells, balcony columns, or projecting balconies, said projecting balconies not to exceed 0.9 m (3.0 ft) as established by development permit and in accordance with Figure 1:

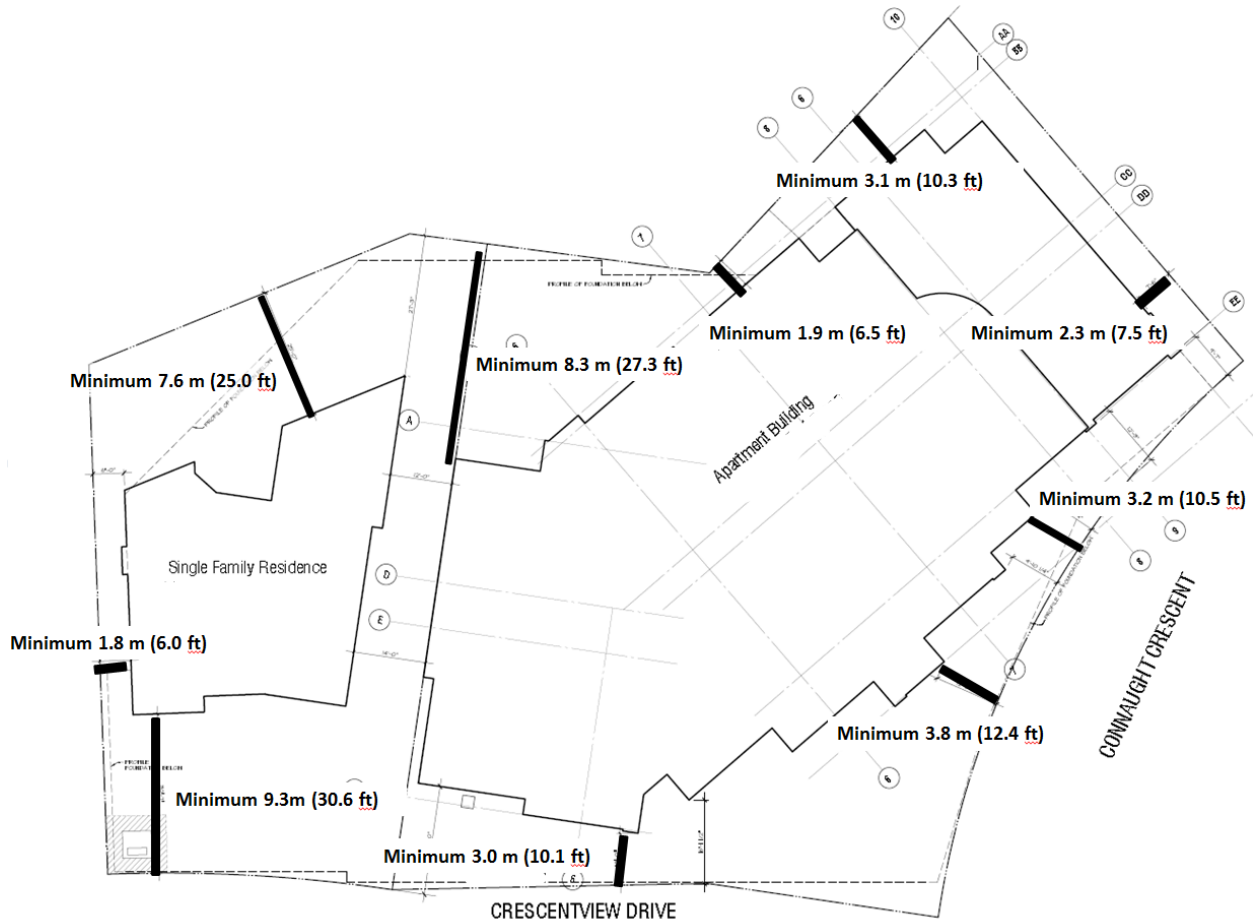


Figure 1.

4B95-8) Coverage:

- (a) Maximum building coverage is 58%; not including underground parking or patios;

- (b) Maximum site coverage is 60%; not including underground parking or patios.

4B95-9) Height:

- (a) The maximum permitted height for any building in the CD95 Zone is as follows:
 - i. Area A: 7.3 m (24.0 ft)
 - ii. Area B: 11.75 m (38.5 ft)

4B95-13) Landscaping:

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

4B95-14) Parking and Loading Regulations:

- (a) A minimum of 46 parking spaces are required, inclusive of designated visitor parking and parking for persons with disabilities;
- (b) A minimum of 6 parking spaces are required for designated visitor parking;
- (c) A maximum of 15 parking spaces may be small car spaces;
- (d) All parking spaces shall meet the minimum width and length standards established in Part 10 of the Zoning Bylaw, exclusive of building support columns;
- (e) A minimum of 26 class 1 resident bicycle storage spaces must be provided;
- (f) A minimum of 5 class 2 visitor bicycle parking spaces must be provided.”
- (g) The Zoning Map is amended in the case of the lands illustrated on the attached maps (Schedule A and Schedule B) by rezoning the land to Comprehensive Development Zone 95 (CD 95).

READ a first time October 24th, 2016

PUBLIC HEARING held

READ a second time

READ a third time

Certified a true copy of "Rezoning Bylaw 1341 (Bylaw 8179)" as at Third Reading

Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure on

ADOPTED

Mayor

Municipal Clerk

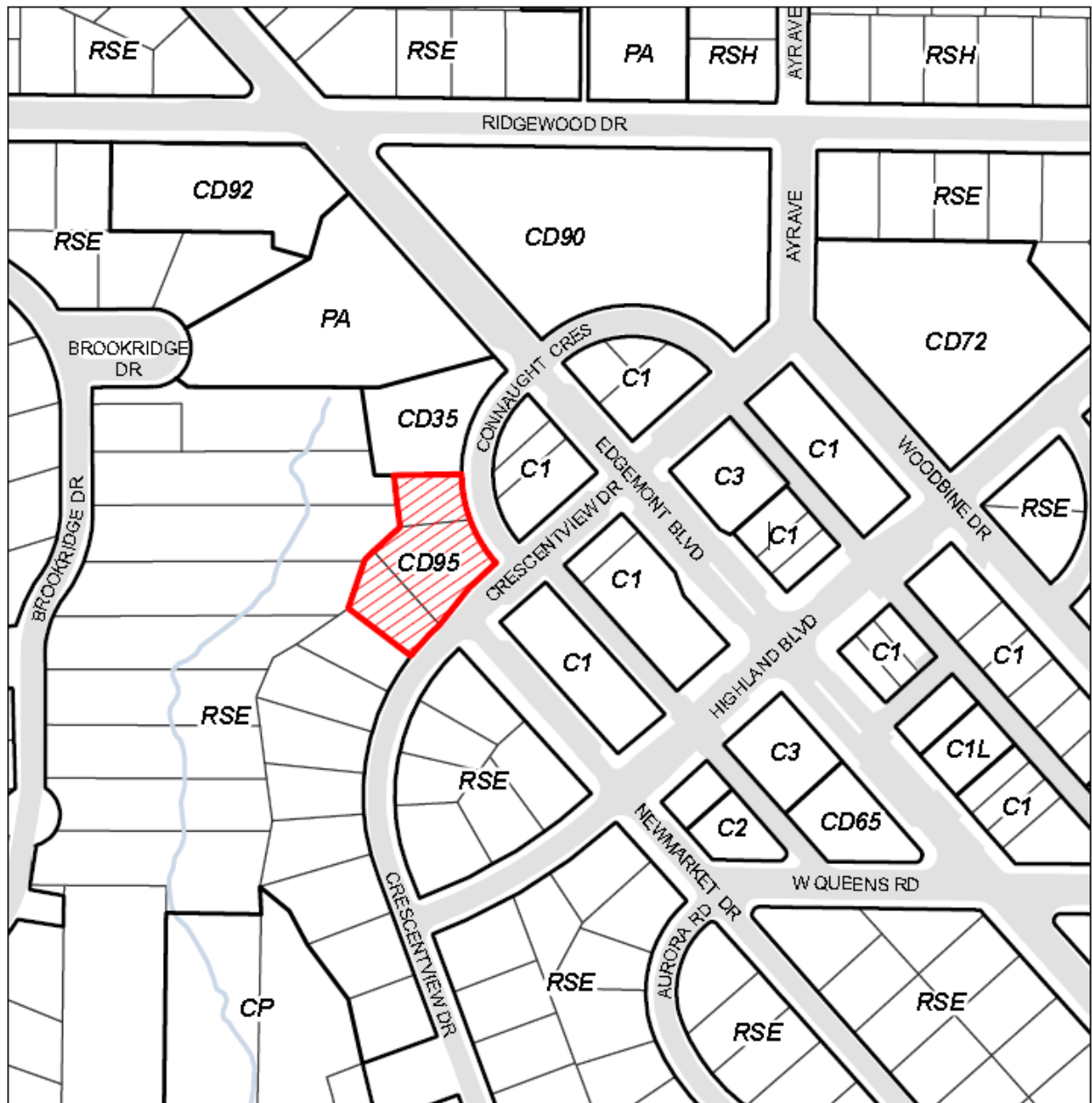
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Municipal Clerk

Bylaw 8179 Schedule A

BYLAW 8179

The District of North Vancouver Rezoning Bylaw 1341 (Bylaw 8179)



REZONE THE LANDS
FROM SINGLE FAMILY RESIDENTIAL EDMONTON ZONE (RSE)
TO COMPREHENSIVE DEVELOPMENT ZONE 95 (CD95)



Bylaw 8179 Schedule B

BYLAW 8179

The District of North Vancouver Rezoning Bylaw 1341 (Bylaw 8179)




AREA A

AREA B




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AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>OCT 24 2016</u>
<input type="checkbox"/> Other:	Date: _____


Dept.
Manager


GM/
Director


CAO

The District of North Vancouver REPORT TO COUNCIL

October 12, 2016
File: 08.3060.20/038.15

AUTHOR: Natasha Letchford, Planner

SUBJECT: Bylaws 8178, 8179 and 8186: OCP Amendment, Rezoning, and Housing Agreement Bylaw for 3105 and 3115 Crescentview - 22 unit apartment and single family house

RECOMMENDATION:

THAT the "District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8178, 2016 (Amendment 21)" to amend the Official Community Plan (OCP) from Residential Level 2 to Residential Level 5 be given FIRST reading;

AND THAT the "District of North Vancouver Rezoning Bylaw 1341 (Bylaw 8179)" to rezone the subject site from Single Family Residential Edgemont (RSE) to Comprehensive Development Zone 95 (CD95) be given FIRST reading;

AND THAT "Housing Agreement Bylaw 8186, 2016 (3105 and 3115 Crescentview Dr.) be given FIRST reading;

AND THAT pursuant to Section 475 and Section 476 of the Local Government Act, additional consultation is not required beyond that already undertaken with respect to Bylaw 8178;

AND THAT in accordance with Section 477 of the Local Government Act, Council has considered Bylaw 8178 in conjunction with its Financial Plan and applicable Waste Management Plans;

AND THAT Bylaw 8178 and Bylaw 8179 be referred to a Public Hearing.



SUBJECT: Bylaws 8178, 8179 and 8186: OCP Amendment, Rezoning, and Housing Agreement Bylaw for 3105 and 3115 Crescentview - 22 unit apartment and single family house

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SUMMARY

The applicant proposes to redevelop three residential lots located at 3105 and 3115 Crescentview Dr. to create a three storey 22 unit apartment and a two storey single family house all located over a shared underground parking structure. Implementation of the project requires an OCP amendment (Bylaw 8178), a rezoning (Bylaw 8179), and a Housing Agreement (Bylaw 8186). The OCP amendment would change the designation of the most southerly single family lot (3105 Crescentview Dr.) from RES2 to RES5 to allow for underground parking which will span the entire site and serve both the apartment and the single family house.

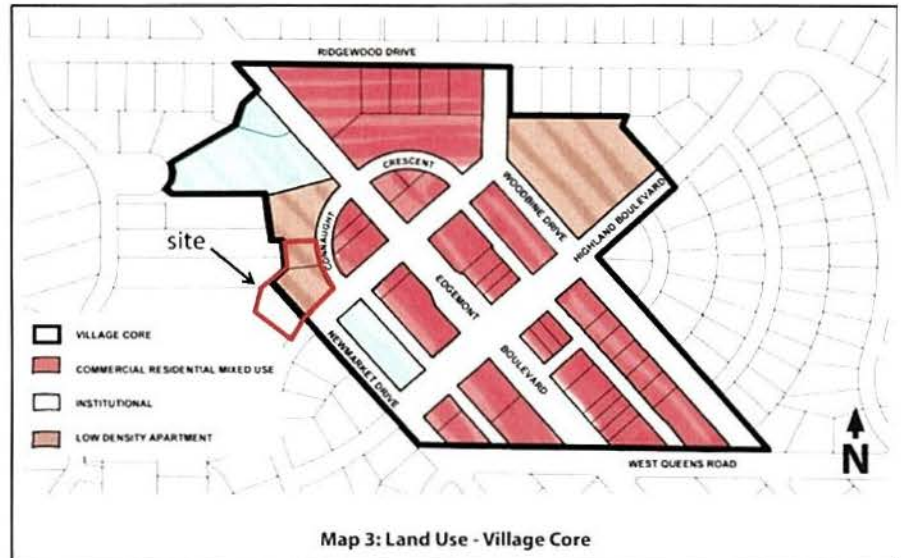


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Detached Residential (RES2). The Edgemont Village Centre: Plan and Design Guidelines includes 3115 Crescentview Dr. in the Village Core and envisions the two lots as future low density apartment with an FSR of up to approximately 1.75. The single family lot at 3105 Crescentview Dr. was not included in the Edgemont Village Core or in the Residential Periphery of the Edgemont Village Plan and will be remaining as a single family house. OCP Amendment Bylaw 8178 will designate 3105 Crescentview Dr. as RES5 to allow for underground parking which will service both the single family house and the apartment.



The proposed apartment and single family house are consistent with the Edgemont Village Centre: Plan and Design Guidelines.

The proposed apartment units are primarily two and three bedroom floor plans, which are well suited for families, with a small number of one bedroom units, which will be attractive to a range of residents, responding to Goal #2 of the OCP to "encourage and enable a diverse



View looking west at corner of Crescentview Dr. and Connaught Cr. Dr. Note: not all trees shown

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mix of housing types....to accommodate the lifestyles and needs of people at all stages of life."

The proposed height of three storeys and the proposed FSR is consistent with the Edgemont Village Centre: Plan and Design Guidelines. The single family home is two storeys tall, which is permitted under the existing Single Family Residential: Edgemont Zone. A secondary suite will not be permitted in the single family house.

3. Zoning

The subject properties are currently zoned Single Family Edgemont (RSE). A new Comprehensive Development Zone 95 (CD95) is required to accommodate the project. The zoning will regulate density, height, setbacks, and parking requirements.

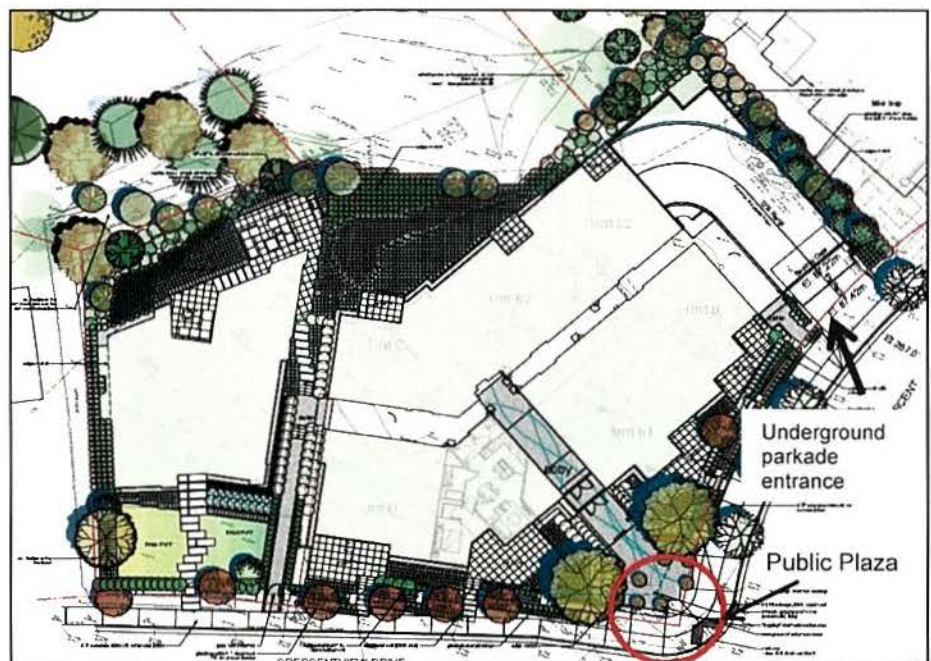
4. Community Amenity Contribution

The District's Community Amenity Contribution (CAC) Policy requires an amenity contribution for projects which result in an increase in residential density. A CAC of \$337,095 will be included in the proposed CD95 Zone. It is anticipated that the CACs from this development will be directed toward public art; park and trail improvements; the affordable housing fund; or, other public realm infrastructure improvements.

5. Site Plan/Building Description

The project includes 22 units in one 3 storey apartment building and one single family house. In order to meet zoning bylaw parking standards, the underground parking extends under both the apartment and the single family house and is accessed off of Connaught Cr. All parking for the project, including for the single family house, is underground. The single family house has no surface parking and will not have a secondary suite.

Thirteen of the units are two bedroom or two bedroom plus den; there are three one bedroom units and six three bedroom units. The units range in size from 69.7 m² (750 sq. ft.) to 118 m²



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(1,739 sq. ft.). The single family home is four bedrooms and 337 m² (3,633 sq. ft.) in size.

The proposal includes a public plaza at the corner of Connaught Cr. and Crescentview Dr. secured with a right of way.

6. Development Permits

The two lots at 3115 Crescentview Dr. are currently in the following Development Permit Areas:

- Form and Character of Commercial, Industrial, and Multifamily Development
- Energy and Water Conservation and Greenhouse Gas Emission Reductions
- Streamside Protection
- Slope Hazard

The lot at 3105 Crescentview Dr. is currently in the following Development Permit Areas:

- Streamside Protection
- Slope Hazard

If the OCP amendment is approved, the lot at 3105 Crescentview Dr. would also be in the following Development Permit Areas:

- Form and Character of Commercial, Industrial, and Multifamily Development
- Energy and Water Conservation and Greenhouse Gas Emission Reductions

a) Protection of the Natural Environment – Streamside Protection

Since the site is within the streamside protection area for a ravine, a 10 m setback from the top of bank is required. The underground parking is restricted in size to respect the streamside setback. Despite the restriction in size, there remains an encroachment of 64 m² (688 sq. ft.) into the streamside setback area. The applicant will be providing 140 m² (1,507 sq. ft.) of restoration and compensation which exceeds the required ratio of 2:1. The Environment Department has reviewed the proposal and supports the restoration and compensation approach. The landscape plan includes a fence along the 10 m setback line to ensure no future encroachments into the streamside protection area.

b) Protection of Development From Hazardous Conditions – Slope Hazard

As the site is within the slope hazard DPA a geotechnical report was completed and concludes that the proposed redevelopment meets the District's requirements for risk tolerance and is safe for the use intended.

c) Form and Character of Commercial, Industrial, and Multifamily Development

The proposal is in keeping with the Official Community Design Guidelines for Multi-Family Housing as well as the Edgemont Village Centre: Plan and Design Guidelines. Further discussion outlining the project's compliance with the Form and Character Design Guidelines

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will be provided for Council's consideration at the Development Permit stage should the OCP amendment and rezoning be approved.

Advisory Design Panel

The application was considered by the Advisory Design Panel (ADP) on December 10, 2015; overall, the panel was pleased with the project. The Panel recommends approval of the project subject to resolution of the Panel comments. The applicant has addressed the Panel's comments by redesigning the bathrooms to improve accessibility; improving the north elevation by adding glazing; and, improving the use of brick.



d) Energy and Water Conservation and Greenhouse Gas Emission Reduction

Compliance with the Green Building Strategy is mandatory given the need for rezoning. The apartment building will achieve a building performance of BuiltGreen™ Gold equivalent and an energy performance at least 13% better than ASHRAE 90.1-2007. The single family house will be BuiltGreen™ Gold level equivalent and will achieve an energy performance level of at least Energuide 80. Details of green building features will be provided for Council review should the application proceed to the Development Permit stage.

A detailed development permit report, outlining the project's compliance with the applicable development permit guidelines outlined above will be provided for Council's consideration at the Development Permit stage should the OCP amendment and rezoning be approved.

7. Parking

Parking is provided on one level of underground with access from Connaught Dr. A total of 46 parking stalls are proposed which provides 2.0 parking stalls per unit, inclusive of six visitor stalls. The size of the underground parking area is restricted by the streamside setback area.

SUBJECT: Bylaws 8178, 8179 and 8186: OCP Amendment, Rezoning, and Housing Agreement Bylaw for 3105 and 3115 Crescentview - 22 unit apartment and single family house

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Parking in the Edgemont Village area is a concern for many community members. By providing parking for the single family house underground, there will only be one curb cut for this development resulting in no net loss of on-street parking spaces. The applicant has addressed the community's concern about parking by reducing the number of units from the original proposal of 26 units to 23 units to provide 2.0 stalls per unit.

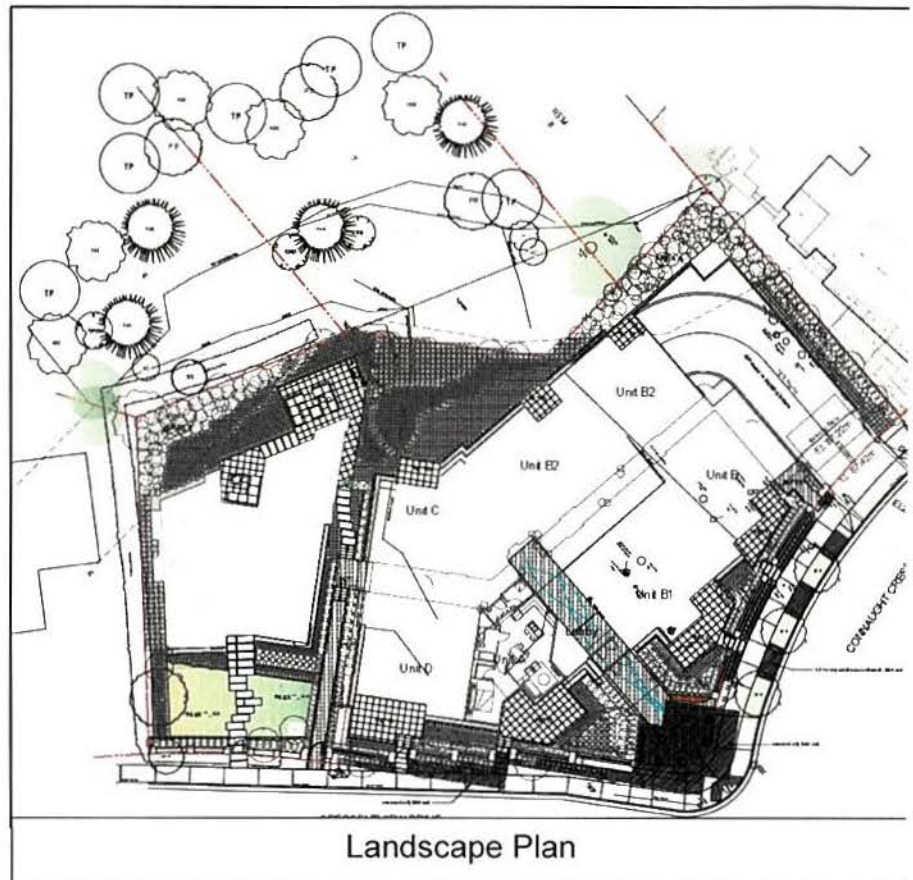
There is secure bike storage in the underground parkade with one secure bicycle parking stall per unit for a total of 23 Class 1 secure bicycle stalls. The project will have four Class 2 (short term) bicycle stalls.

8. Landscaping

The rear of the site abuts a wooded ravine and a portion of the site (146 m² or 1,571 sq. ft.) is within the streamside setback area. The landscape design includes addressing invasive species and the planting of multiple large conifers, native shrubs and ground cover vegetation. In addition, the applicant is providing off-site plantings on the lots to the west of the site, with the consent of the owners. Permanent fencing will be placed along the west edge of the buildings and patios to ensure the riparian area is not disturbed; this requirement will be secured by covenant.

The landscaping on site is designed to be low maintenance and feature native plantings. Street trees are proposed along Connaught Cr. and Crescentview Dr. and additional onsite trees and landscaping are provided. The project includes a public plaza at the corner of Connaught Dr. and Crescentview Dr.

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



9. Off-site improvements

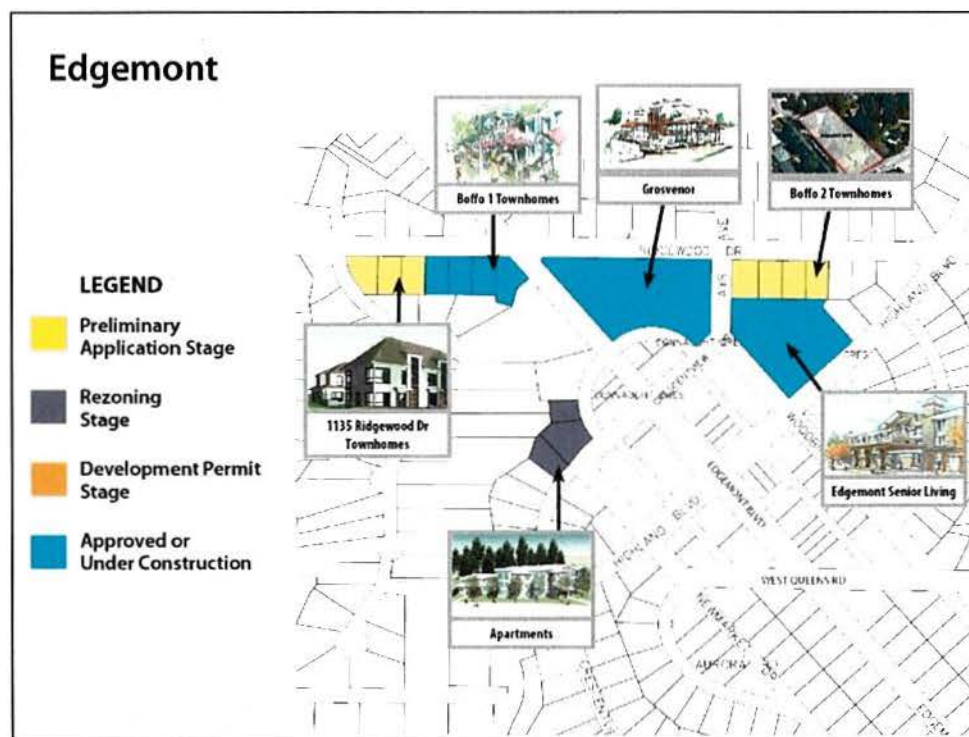
The application includes a statutory right of way to allow for an approximately 400 m² (1,300 sq. ft). public plaza; upgrades to sidewalks, street trees, curb, gutter, and lighting along the frontage of Connaught Cr. and Crescentview Dr.

10. Accessibility

The proposal fulfils the requirements of the Accessible Design Policy for Multifamily Housing as 100% of the apartment units meet the 'Basic Accessible Design' criteria and 5% of the apartment units (2 units) meet the 'Enhanced Accessible Design' criteria. The project includes an elevator from the underground parkade to the all floors of the apartment building. Accessible design features proposed include: wider entry doors to allow for clear openings of 34"; lever-style handles; and, slip resistant flooring in bathroom and kitchen. The two 'Enhanced Accessible Design' units include a larger master bedroom to provide a 60" turning space next to bed; a continuous counter between the sink and the stove; and, visual alarm wiring.

11. Construction Management Plan

The site is shown in relation to other residential construction projects and potential development projects in the image below, note that the Edgemont Seniors Living project is expected to be completed prior to construction commencing on this project:



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In order to reduce development's impact on pedestrian and vehicular movements, the applicant is required to provide a Construction Traffic Management Plan as a condition of a Development Permit. The Plan must outline how the applicant will coordinate with other projects in the area to minimize construction impacts on pedestrian and vehicle movement along Connaught Cr. and Crescentview Dr. Two-way traffic will be retained along Crescentview Dr. and one way traffic will be retained along Connaught Cr. The only road closures will be during the roadworks and during the sanitary main upgrades. The plan is required to be approved by the District prior to issuance of a building permit.

Construction is expected to take 15 months from the start of site clearing and demolition to occupancy.

In particular, the construction traffic management plan must:

1. Provide safe passage for pedestrians, cyclists, and vehicle traffic;
2. Outline roadway efficiencies (i.e. location of traffic management signs and flaggers);
3. Make provisions for trade vehicle parking which is acceptable to the District and minimizes impacts to neighbourhoods;
4. Provide a point of contact for all calls and concerns;
5. Provide a sequence and schedule of construction activities;
6. Identify methods of sharing construction schedule with other developments in the area;
7. Ascertain a location for truck marshalling;
8. Address silt/dust control and cleaning up from adjacent streets;
9. Provide a plan for litter clean-up and street sweeping adjacent to site; and,
10. Include a communication plan to notify surrounding businesses and residents.

12. Public Input:

The applicant held a facilitated Public Information Meeting (PIM) on November 26, 2015. The meeting was attended by approximately 40 members of the public. Comments made included concern over an increase in traffic and provision of sufficient on-site parking; a desire to maintain 3105 Crescentview Dr. as a single family house; support for the consistency of the proposal with the Edgemont Village: Plan and Design Guidelines; and, for the opportunity the project represents for young families to return to the North Shore.

A key issue for the neighbourhood was parking. The initial proposed parking ratio of 1.7 stalls per unit (including visitor parking) was a concern for many community members and the Edgemont Upper Capilano Community Association. In response to this concern, the applicant has reduced the number of units from 26 to 23 units so that there is now a 2.0 stall per unit parking ratio (including visitor parking).

Another concern cited by members of the public was the location of the underground parking access at the northeast corner of the site off of Connaught Cr. To ensure safe sightlines for vehicles exiting the driveway no vehicles will be permitted to park within 2 metres south of

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the driveway. The proposed driveway and parking restriction to ensure safe sightlines is balanced by the reduction of the number of driveways on the site from two to one, which results in no net loss of on-street parking overall.

It is anticipated that there will be a net increase of 12 vehicle trips in the morning peak hours and 15 vehicle trips in the afternoon peak hours. This level of increase in trips from the development is not expected to have a material effect on the operation of the intersections.

The Edgemont Upper Capilano Community Association acknowledged that the project meets the intent of the Edgemont Village Centre: Plan and Design Guidelines and have indicated they have no objections to the project proceeding to Council for consideration, in particular due to the applicant's response to their concerns regarding parking.

13. Concurrence:

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

14. Implementation

Implementation of this project will require an OCP amendment bylaw, a rezoning, and a Housing Agreement, as well as issuance of a development permit and registration of legal agreements.

Bylaw 8179 (Attachment C) rezones the subject site from Single Family Residential Edgemont (RSE) to a new Comprehensive Development Zone 95 (CD95) which:

- Establishes the multifamily residential use;
- Allows home occupations as an accessory use;
- Establishes a base density of 0.45 FSR and 6 units;
- Establishes a maximum density of 3,111m² (33,496 sq ft) and 23 units subject to payment of a \$337,095 Community Amenity Contribution;
- Requires registration of a housing agreement covenant prohibiting future strata rental restrictions;
- Allocates density between the apartment and the single family house;
- Requires all units to meet the basic accessible design criteria, two apartment units must also meet the enhanced accessible design criteria; and,
- Establishes parking and building regulations specific to this project.

Bylaw 8186, (Attachment D) authorizes the District to enter into a Housing Agreement to ensure that there will be no future restrictions on renting the units.

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In addition, the following legal agreements are required and will be secured via a development covenant prior to zoning bylaw adoption:

- Green building covenant;
- Stormwater management covenant;
- Housing agreement covenant;
- Engineering servicing agreement covenant;
- Building covenant to secure accessible design and any other applicable building measures;
- Streamside protection and permanent fence covenant ;
- A statutory right of way for the public plaza; and,
- A consolidation plan.

Conclusion

This project is consistent with the directions established in the OCP and the Edgemont Village Centre: Plan and Design Guidelines. The OCP amendment would change the designation of the single family lot from RES2 to RES5 to allow for underground parking which will span the entire site and serve both the apartment and the single family house. The project has addressed neighbourhood concerns regarding parking; it also addresses OCP housing policies related to the provision of a range of housing options. The project is now ready for Council's consideration.

Options

The following options are available for Council's consideration:

1. Introduce Bylaws 8178, 8179, and 8186 and refer Bylaw 8178 and 8179 to a Public Hearing (staff recommendation); or,
2. Defeat the bylaws at First Reading.

Respectfully submitted,


Natasha Letchford
Community Planner

Attachments:

- A. Architectural and Landscape Plans
- B. Bylaw 8178 – OCP Amendment
- C. Bylaw 8179 – Rezoning
- D. Bylaw 8186 – Housing Agreement

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October 12, 2016

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

- Issued for Planning October 16, 2015
- Issued for Development Permit October 16, 2015
- Issued for ACP December 15, 2015
- Revised for Planning January 26, 2016
- Revised for Planning March 15, 2016
- Revised for Planning June 2, 2016
- Revised for Planning June 8, 2016
- Revised for Planning June 22, 2016
- Revised for Planning July 29, 2016

EDGEMONT VILLAGE
3106/3115 Chasemere Avenue
North Vancouver, BC

Site Plan

1/16" = 1'-0"
July 29, 2016



SK-1.3



FORMA DESIGN INC.
www.formadesign.ca

200-011 Redwood Dr
Suite 100
Oakville, Ontario
Canada L7M 3B8
Tel: 905-886-9100
Fax: 905-886-7200

1. March 11, 2015 - issued for
concept approval
2. Oct 15, 2015 - revised for
concept approval
3. May 10, 2016 - revised for
concept approval
4. July 27, 2016 - issued for
final approval

2160 2115 CRESCENTVIEW
Edmonton, Alberta
T6C 1B6

LANDSCAPE PLAN
Site plan - 1/8\"/>

11.000

11.000

11.000

11.000

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11.000

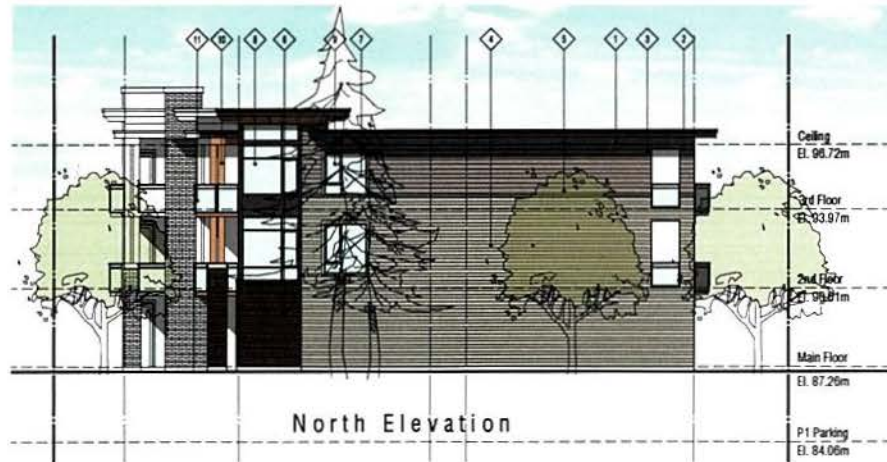
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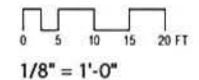
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11.000



Exterior Finish Legend

Roof	Asphalt roof shingles	Platte Premier Pewter Gray	Bevel Siding	Hardplank Lap Siding Smooth, painted 3" exposure	Benjamin Moore HC-77 Alexandra Beige	Aluminum Windows	Pratinho	Charcoal
Fascias	2 x 4 on 2 x 10 wood, painted	Benjamin Moore HC-100 Kendall Charcoal	Brick Siding	Norman Size	Mutual Materials Red Vantage	Window Trims	2x4 wood	Match Adjacent Siding Color
Soffit	6" Cedar T&G Soffit with V-grooves, smooth, stained	Benjamin Moore HC-42 Bennington Grey	Windows	Vinyl frames, refer to schedule	Beige	Beams & Posts	Gulam, stained	070 Natural Slaters
Bevel Siding	Hardplank Lap Siding Smooth, painted 6" exposure					Guard Rail	Aluminum rails, posts & pickets w/ clear glazing	Charcoal



Building Elevations

VP = 1" = 0'
July 29, 2016

SK-4.1

Revisions

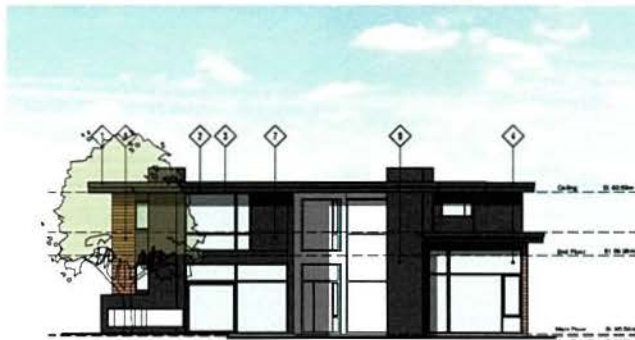
Issued for Permitting
October 16, 2015
Issued for Development Permit
October 16, 2015
Issued for ADP
December 10, 2015
Revised for Permitting
January 20, 2016
Revised for Permitting
March 15, 2016
Revised for Permitting
June 2, 2016
Revised for Permitting
June 22, 2016
Revised for Permitting
July 29, 2016



Front Elevation



Side Elevation



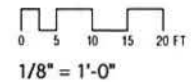
Rear Elevation



Side Elevation

Exterior Finish Legend

◇ Roof	Asphalt roof shingles	Pabco Primer Pewter Gray	◇ Aluminum Windows	Polished Charcoal	◇ Fibre Cement Panel	HardiePanel	Benjamin Moore
◇ Fascia	2 x 4 on 2 x 10 wood, painted	Benjamin Moore	◇ Beams & Posts	Gulami, stained	◇ Concrete	Board Formed	HC-166 Kendall Charcoal
◇ Soffit	1" Cedar T&G Soffit with V-grooves, smooth, stained	Benjamin Moore	◇ Siding	Douglas fir, 1" exposure smooth, stained	◇ Gerdral	Tempered glass	078 Natural Sikkens
		HC-166 Kendall Charcoal					
		Broda Maple 209					



EDGEMONT VILLAGE
3106/2115 Chaudron Avenue
North Vancouver, B.C.

Single Family Residence Elevations

1/8" = 1'-0"
JUL 29, 2016

SK-4.2

Revisions

Issued for Planning
October 15, 2015

Issued for Development Permit
October 15, 2015

Issued for ADP
December 10, 2015

Re-issued for Planning
January 25, 2016

Re-issued for Planning
March 15, 2016

Re-issued for Planning
June 9, 2016

Re-issued for Planning
June 22, 2016

Re-issued for Planning
July 29, 2016

**EDGEMONT
VILLAGE**
3105/3115 CRESCENT VIEW
NORTH VANCOUVER, B.C.

**Colour and Material
Schedule**

July 29, 2016



Benjamin Moore HC-77 Alexandria Beige
Wall siding 1, window trims



Benjamin Moore HC-82 Bennington Grey
Wall siding 2, window trims



Mutual Materials, Red Varitone
Brick Siding



078 Natural Sikksens
Glulam beams and posts



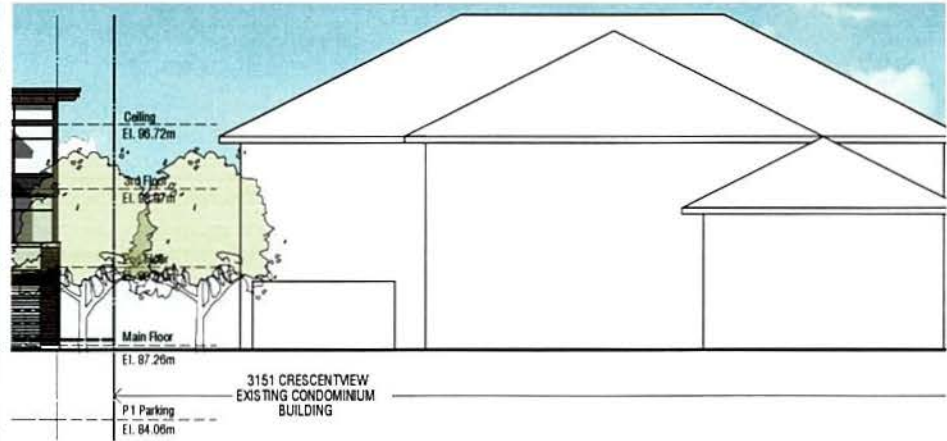
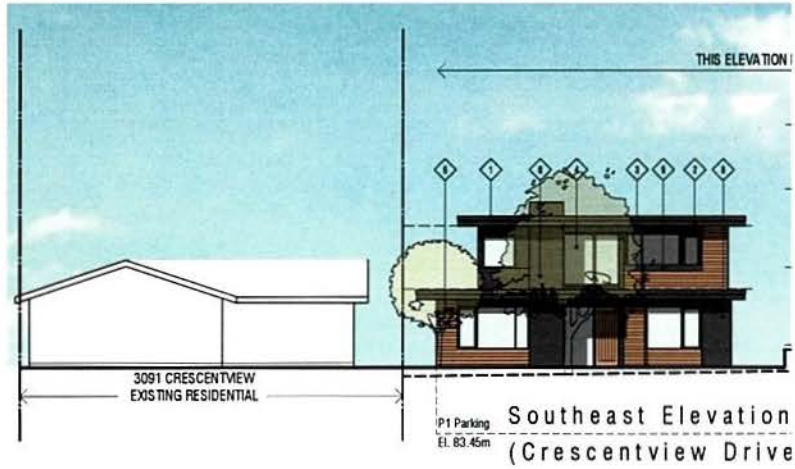
Benjamin Moore HC-166 Kendall Charcoal
Fascias



Black
Aluminum Windows

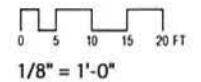


- Roof:** Flat roof
SBS membrane, Light Grey
- Fascias:** 2x4 on 2x10 wood, painted
Benjamin Moore HC-166 Kendall Charcoal
- Soffit:** 6" Cedar T&G Soffit with V grooves, Smooth, Stained
Broda Maple 209
- Wall Siding 1:** Hardiplank Lap Siding, Smooth, painted, 6" exposure
Benjamin Moore HC-77 Alexandria Beige
- Wall Siding 2:** Hardiplank Lap Siding, Smooth, painted, 6" exposure
Benjamin Moore HC-82 Bennington Grey
- Window:** Vinyl frames, Beige
Refer to windows schedule
- Window:** Aluminum, prefinished
Black
- Window Trims:** 2x4 wood, painted
Matched to Adjacent Siding Color
- Guard Rail:** Aluminum rails, posts & pickets
w/ glazing
Charcoal
- Beams & posts:** Glulam, Stained
078 Natural Sikksens
- Brick Siding:** Norman Slze
Mutual Materials, Red Varitone



Exterior Finish Legend

Roof	Asphalt roof shingles	Pabco Primer Pewter Gray	Bevel Siding	Hardplank Lap Siding Smooth, painted 8" exposure	Benjamin Moore HC-77 Alexandra Beige	Aluminum Windows	Primed	Charcoal
Fascias	2x4 on 2x10 wood, painted	Benjamin Moore HC-188 Kendall Charcoal	Brook Siding	Norman Siding	Mutual Materials Red Vantage	Window Trims	2x4 wood	Match Adjacent Siding Color
Soffit	1/2" Cedar 140 Soffit with V-grooves, smooth, stained	Benjamin Moore HC-92 Birmington Grey	Windows	Vinyl frames, refer to schedule	Beige	Beams & Posts	Glulam, stained	0.78 Natural Slaters
Bevel Siding	Hardplank Lap Siding Smooth, painted 8" exposure					Guard Rail	Aluminum rails, posts & pickets w/ clear glazing	Charcoal



Building Elevations

VP = 1/2"
Jan 21, 2016

SK-4.0

Revisions

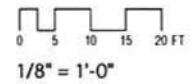
- Issued for Planning October 16, 2015
- Issued for Development Permit October 16, 2015
- Issued for ADP December 17, 2015
- Revised for Planning January 26, 2016
- Revised for Planning March 15, 2016
- Revised for Planning June 2, 2016
- Revised for Planning June 6, 2016
- Revised for Planning June 22, 2016
- Revised for Planning July 20, 2016



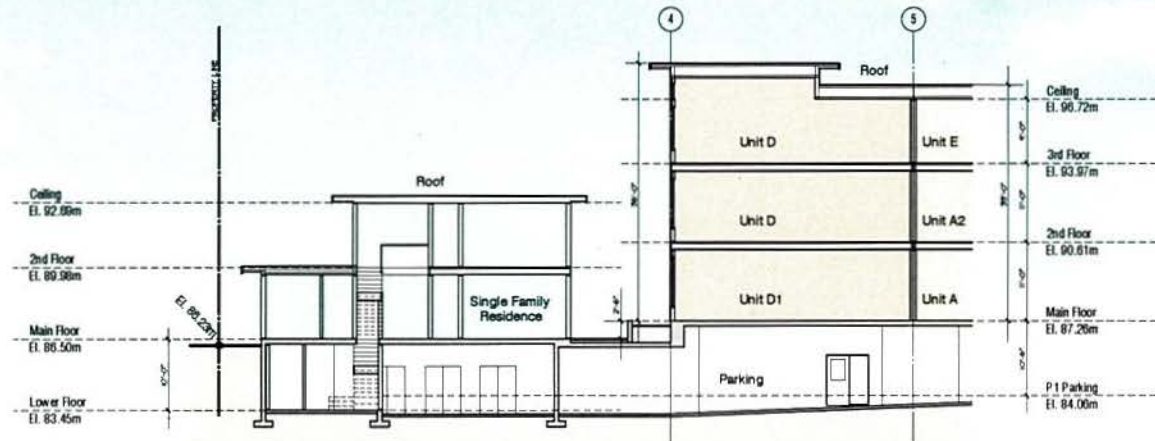
EDGEMONT VILLAGE
3106/3115 Crescentview
North Vancouver, B.C.

Streetscape Elevations

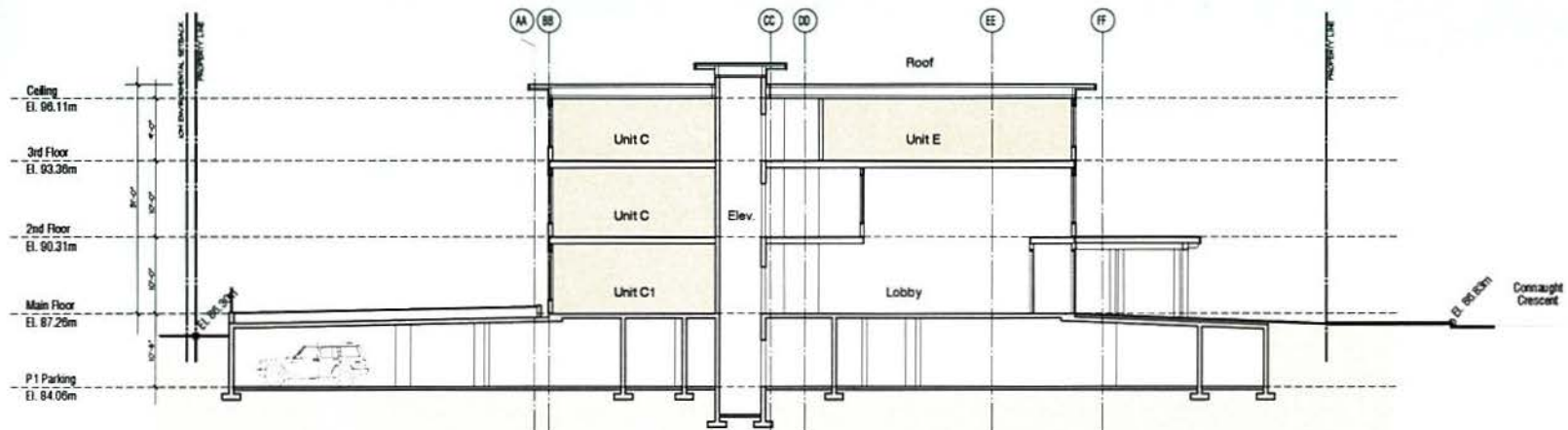
1/8" = 1'-0"
July 20, 2016



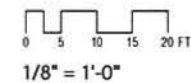
SK-4.3



Section C - C



Section D - D





March 21/September 21, 10am



June 21, 10am



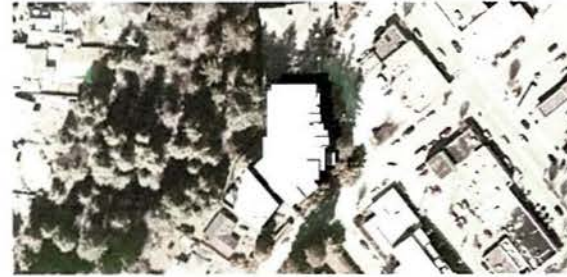
March 21/September 21, 12pm



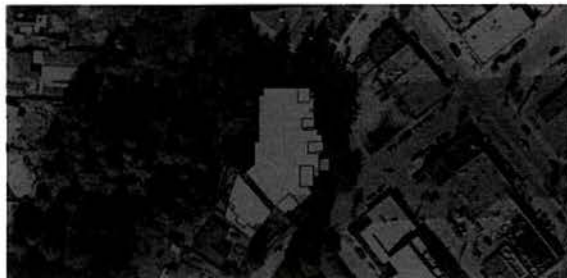
June 21, 12pm



March 21/September 21, 2pm



June 21, 2pm



March 21/September 21, 6pm



June 21, 6pm

The Corporation of the District of North Vancouver**Bylaw 8178**

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

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

1. Citation

This bylaw may be cited as "District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8178, 2016 (Amendment 21)".

2. Amendments

2.1 District of North Vancouver Official Community Plan Bylaw 7900, 2011, is amended as follows:

- a) Map 2 Land Use: as illustrated on Schedule A, by changing the land use designation of the properties on Map 2 from Residential Level 2: Detached Residential to Residential Level 5: Low Density Apartment;
- b) Map 3.1 Form and character Development Permit Area: as illustrated on Schedule B, by adding the properties to Map 3.1, designating them as a Form and Character of Commercial, Industrial and Multifamily Development Development Permit Area; and,
- c) Map 4.1 Energy and Water Conservation and GHG Emission Reduction Development Permit Area: as illustrated on Schedule B, by adding the properties to Map 4.1, designating them as an Energy and Water Conservation and Greenhouse Gas Reduction Development Permit Area.

READ a first time

by a majority of all Council members.

PUBLIC HEARING held

READ a second time

by a majority of all Council members.

READ a third time

by a majority of all Council members.

ADOPTED

by a majority of all Council members.

Mayor

Certified a true copy

Municipal Clerk

Municipal Clerk

Bylaw 8178 Schedule A

BYLAW 8178

The District of North Vancouver Official Community Plan Bylaw 7900 (2011)
Amendment Bylaw 8178 (2016)



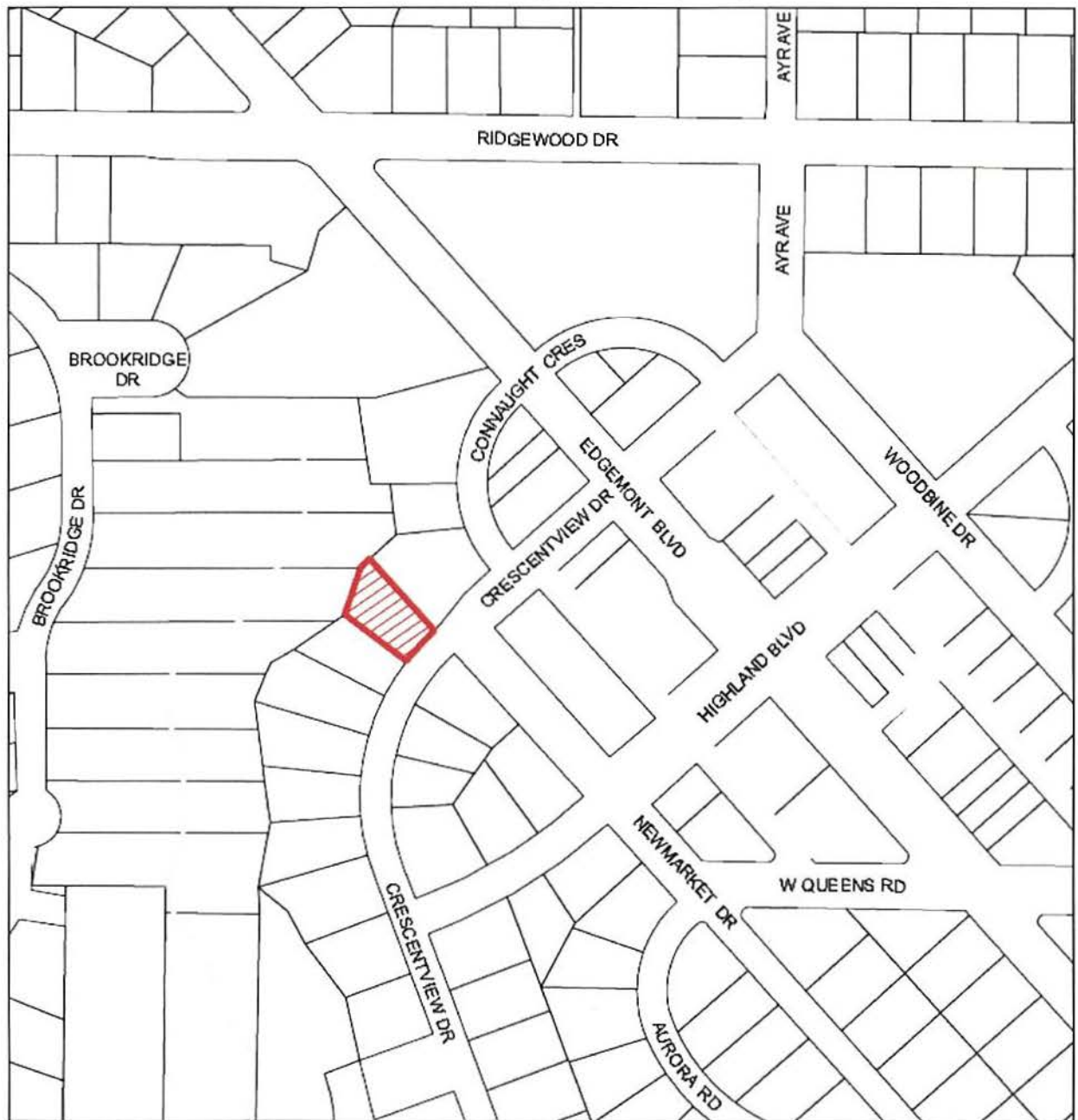
Map 2 Land Use: as illustrated on Schedule A, by changing the land use designation, on Map 2, of the properties from Residential Level 2: Detached Residential to Residential Level 5: Low Density Apartment



Bylaw 8178 Schedule B

BYLAW 8178

The District of North Vancouver Official Community Plan Bylaw 7900 (2011)
Amendment Bylaw 8178 (2016)



Map 3.1 Form and character Development Permit Area: as illustrated on Schedule A, by adding the properties to Map 3.1, designating them as a Form and Character of Commercial, Industrial and Multifamily Development Permit Area

Map 4.1 Energy and Water Conservation and GHG Emission Reduction Development Permit Area: as illustrated on Schedule A, by adding the properties to Map 4.1, designating them as an Energy and Water Conservation and Greenhouse Gas Reduction Development Permit Area



The Corporation of the District of North Vancouver**Bylaw 8179**

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

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

1. Citation

This bylaw may be cited as "The District of North Vancouver Rezoning Bylaw 1341 (Bylaw 8179)".

2. Amendments

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

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

"Comprehensive Development Zone 95 CD95"

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

"4B95 Comprehensive Development Zone 95 CD95

The CD95 Zone is applied to:

- a) Amended Lot 3 (See 149056L) Block 55 District Lot 598 to 601 Plan 6659, PID: 010-825-428;
- b) Amended Lot 4 (See 149056L) Block 55 District Lot 598 to 601 Plan 6659, PID: 010-825-444;
- c) Lot 5 Block 55 District Lots 598 to 601 Plan 6659, PID: 010-825-479

4B95-1) Intent:

The purpose of the CD95 Zone is to establish specific land use and development regulations for a 23 unit apartment and one single family house project.

4B95-2) Uses:

The following *principal uses* shall be permitted in the Comprehensive Development 95 Zone:

- a) Uses permitted without conditions:
 - i. Three storey residential building, low-rise apartment; and,
 - ii. Two storey residential building, single family house.
- b) Conditional uses:
 - i. Not applicable

4B95-3) Conditions of Use:

- a) Secondary suites are not permitted in the CD95 Zone

4B95-4) Accessory Uses:

- (a) *Accessory uses* are permitted and may include but are not necessarily limited to:
 - (i) Home occupations in accordance with the regulations in Section 405 of the Zoning Bylaw, 1965

4B95-5) Density:

- (a) The maximum permitted density in the CD95 Zone is limited to a floor space ratio (FSR) of 0.45 inclusive of any density bonus for energy performance and a maximum of 6 dwelling units;
- (b) For the purposes of calculating floor space ratio, the following areas are excluded:
 - i. Underground parking level

4B95-6) Amenities:

- (a) Despite subsection 4B95-5, density in the CD95 Zone is increased to a maximum floor space of 3,112m² (33,496 sq ft) inclusive of any density bonus for energy performance; and, a maximum of 22 units in a low-rise apartment and a maximum of one unit in a detached single family house, if the owner:
 - i. Enters into a Housing Agreement prohibiting any restrictions preventing the owners in the project from renting their units;
 - ii. Contributes \$337,095 to the municipality to be used for any of the following amenities (with allocation and timing of expenditure to be determined by the municipality in its sole discretion): public art; park, trail, environmental, plaza or other public realm improvements; municipal or recreation service facility, or facility improvements; and/or the affordable housing fund;

- iii. Ensures a minimum of 364 m² (3,918 sq. ft.) of the total permissible floor space occurs in Area A as noted in Schedule B.
- iv. Ensures a minimum of 2,748 m² (29,581 sq. ft.) of the total permissible floor space must occur in Area B as noted in Schedule B.

4B95-7) Setbacks:

- a) Buildings shall be set back from property lines to the closest building face, excluding any partially exposed underground parking structure, window wells, balcony columns, or projecting balconies, said projecting balconies not to exceed 0.9 m (3.0 ft) as established by development permit and in accordance with Figure 1:



Figure 1.

4B95-8) Coverage:

- (a) Maximum building coverage is 58%; not including underground parking or patios;

- (b) Maximum site coverage is 60%; not including underground parking or patios.

4B95-9) Height:

- (a) The maximum permitted height for any building in the CD95 Zone is as follows:
 - i. Area A: 7.3 m (24.0 ft)
 - ii. Area B: 11.75 m (38.5 ft)

4B95-13) Landscaping:

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

4B95-14) Parking and Loading Regulations:

- (a) A minimum of 46 parking spaces are required, inclusive of designated visitor parking and parking for persons with disabilities;
- (b) A minimum of 6 parking spaces are required for designated visitor parking;
- (c) A maximum of 15 parking spaces may be small car spaces;
- (d) All parking spaces shall meet the minimum width and length standards established in Part 10 of the Zoning Bylaw, exclusive of building support columns;
- (e) A minimum of 26 class 1 resident bicycle storage spaces must be provided;
- (f) A minimum of 5 class 2 visitor bicycle parking spaces must be provided."
- (g) The Zoning Map is amended in the case of the lands illustrated on the attached maps (Schedule A and Schedule B) by rezoning the land to Comprehensive Development Zone 95 (CD 95).

READ a first time

PUBLIC HEARING held

READ a second time

READ a third time

Certified a true copy of "Rezoning Bylaw 1341 (Bylaw 8179)" as at Third Reading

Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure on

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Bylaw 8179 Schedule A

BYLAW 8179

The District of North Vancouver Rezoning Bylaw 1341 (Bylaw 8179)



REZONE THE LANDS
FROM SINGLE FAMILY RESIDENTIAL EDMONTON ZONE (RSE)
TO COMPREHENSIVE DEVELOPMENT ZONE 95 (CD95)



Bylaw 8179 Schedule B

BYLAW 8179

The District of North Vancouver Rezoning Bylaw 1341 (Bylaw 8179)



AREA A

AREA B



The Corporation of the District of North Vancouver**Bylaw 8186**

A bylaw to enter into a Housing Agreement (3105 and 3115 Crescentview Dr.)

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 8186, 2016 (3105 and 3115 Crescentview Dr.)".

2. Authorization to Enter into Agreement

2.1 The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Mike Fournugerakis substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands:

- a) Amended Lot 3 (See 149056L) Block 55 District Lot 598 to 601 Plan 6659, PID: 010-825-428;
- b) Amended Lot 4 (See 149056L) Block 55 District Lot 598 to 601 Plan 6659, PID: 010-825-444;
- c) Lot 5 Block 55 District Lots 598 to 601 Plan 6659, PID: 010-825-479

3. Execution of Documents

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

READ a first time

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8186

SECTION 219 COVENANT – HOUSING AGREEMENT

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

BETWEEN:

MIKE FOURNUGERAKIS, 3115 Crescentview Dr., North Vancouver, BC V7R 2V2

(the "Owner")

AND:

THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER, a municipality incorporated under the *Local Government Act*, RSBC 2015, c.1 and having its office at 355 West Queens Road, North Vancouver, BC V7N 4N5

(the "District")

WHEREAS:

1. The Owner is the registered owner of the Lands (as hereinafter defined);
2. The Owner wishes to obtain development permissions with respect to the Lands and wishes to create a condominium development which will contain residential strata units on the Lands;
3. Section 483 of the *Local Government Act* authorises the District, by bylaw, to enter into a housing agreement to provide for the prevention of rental restrictions on housing, and provides for the contents of the agreement; and
4. Section 219 of the *Land Title Act* (British Columbia) permits the registration in favour of the District of a covenant of a negative or positive nature relating to the use of land or a building thereon, or providing that land is to be built on in accordance with the covenant, or providing that land is not to be built on except in accordance with the covenant, or providing that land is not to be subdivided except in accordance with the covenant;

NOW THEREFORE in consideration of the mutual promises contained in it, and in consideration of the payment of \$1.00 by the District to the Owner (the receipt and sufficiency of which are hereby acknowledged by the Owner), the parties covenant and agree with each other as follows, as a housing agreement under Section 483 of the *Local Government Act*, as a contract and a deed under seal between the parties, and as a covenant under Section 219 of the *Land Title Act*, and the Owner hereby further covenants and agrees that neither the Lands nor any building constructed thereon shall be used or built on except in accordance with this Agreement:

1. DEFINITIONS

1.01 Definitions

In this agreement:

- (a) *"Development Permit"* means development permit No. _____ issued by the District;
- (b) *"Lands"* means land described in Item 2 of the *Land Title Act* Form C to which this agreement is attached;
- (c) *"Proposed Development"* means the proposed development containing not more than 23 units to be constructed on the Lands in accordance with the Development Permit;
- (d) *"Short Term Rentals"* means any rental of a Unit for any period less than 30 days;
- (e) *"Strata Corporation"* means the strata corporation formed upon the deposit of a plan to strata subdivide the Proposed Development pursuant to the *Strata Property Act*;
- (f) *"Unit"* means a residential dwelling strata unit in the Proposed Development; and
- (g) *"Unit Owner"* means the registered owner of a Dwelling Unit in the Proposed Development.

2. TERM

This Agreement will commence upon adoption by District Council of Bylaw 8186 and remain in effect until terminated by the District as set out in this Agreement.

3. RENTAL ACCOMODATION

3.01 Rental Disclosure Statement

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

- (a) before the first Unit is offered for sale, or conveyed to a purchaser without being offered for sale, filed with the Superintendent of Real Estate a Rental Disclosure Statement designating all of the Units as rental strata lots and imposing at least a ninety-nine (99) year rental period in relation to all of the Units pursuant to the *Strata Property Act* (or any successor or replacement legislation), except in relation to Short Term Rentals and, for greater certainty, stipulating specifically that the 99 year rental restriction does not apply to a Strata Corporation bylaw prohibiting or restricting Short Term Rentals; and
- (b) given a copy of the Rental Disclosure Statement to each prospective purchaser of any Unit before the prospective purchaser enters into an agreement to purchase in respect of the Unit.

3.02 Rental Accommodation

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

3.03 Binding on Strata Corporation

This agreement shall be binding upon all Strata Corporations created by the subdivision of the Lands or any part thereof (including the Units) pursuant to the *Strata Property Act*, and upon all Unit Owners.

3.04 Strata Bylaw Invalid

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

3.05 No Bylaw

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

3.06 Vote

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

3.07 Notice

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

3.08 Release of Covenant

The District agrees that if the District of North Vancouver Rezoning Bylaw 3210 (Bylaw 8179), is not adopted by the District's Council before December 31, 2016, the Owner is entitled to require the District to execute and deliver to the Owner a discharge, in registrable form, of this Agreement from title to the Land. The Owner is responsible for the preparation of the discharge under this section and for the cost of registration at the Land Title Office.

4. DEFAULT AND REMEDIES

4.01 Notice of Default

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

4.02 Costs

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

4.03 Damages an Inadequate Remedy

The Owner acknowledges and agrees that in the case of a breach of this Agreement which is not fully remediable by the mere payment of money and promptly so remedied, the harm sustained by the District and to the public interest will be irreparable and not susceptible of adequate monetary compensation.

4.04 Equitable Remedies

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

4.05 No Penalty or Forfeiture

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

4.06 Cumulative Remedies

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

5. LIABILITY

5.01 Indemnity

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

5.02 Release

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

5.03 Survival

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

6. GENERAL PROVISIONS

6.01 District's Power Unaffected

Nothing in this Agreement:

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

6.02 Agreement for Benefit of District Only

The Owner and District agree that:

- (a) this Agreement is entered into only for the benefit of the District;
- (b) this Agreement is not intended to protect the interests of the Owner, any Unit Owner, any Occupant or any future owner, occupier or user of any part of the Proposed Development, including any Unit, or the interests of any third party, and the District has no obligation to anyone to enforce the terms of this Agreement; and
- (c) The District may at any time terminate this Agreement, in whole or in part, and execute a release and discharge of this Agreement in respect of the Proposed Development or any Unit therein, without liability to anyone for doing so.

6.03 Agreement Runs With the Lands

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

6.04 Release

The covenants and agreements on the part of the Owner and any Unit Owner and herein set forth in this Agreement have been made by the Owner and any Unit Owner as contractual obligations as well as being made pursuant to Section 483 of the *Local Government Act* (British Columbia) and as such will be binding on the Owner and any Unit Owner, except that neither the Owner nor any Unit Owner shall be liable for any default in the performance or observance of this Agreement occurring after such party ceases to own the Lands or a Unit as the case may be.

6.05 Priority of This Agreement

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

6.06 Agreement to Have Effect as Deed

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

6.07 Waiver

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

breach of this Agreement is deemed or construed to be a consent or waiver of any other breach of this Agreement.

6.08 Time

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

6.09 Validity of Provisions

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

6.10 Extent of Obligations and Costs

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

6.11 Notices

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

If to the District:

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

Attention: Planning Department

If to the Owner:

Mike Fournugerakis
3115 Crescentview Dr.
North Vancouver, BC V7R 2V2

If to the Unit Owner:

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

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

6.12 Further Assurances

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

6.13 Enuring Effect

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

7. INTERPRETATION

7.01 References

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

7.02 Construction

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

7.03 No Limitation

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

7.04 Terms Mandatory

The words "must" and "will" and "shall" are to be construed as imperative.

7.05 Statutes

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

7.06 Entire Agreement

- (d) This is the entire agreement between the District and the Owner concerning its subject, and there are no warranties, representations, conditions or collateral agreements relating to this Agreement, except as included in this Agreement.
- (e) This Agreement may be amended only by a document executed by the parties to this Agreement and by bylaw, such amendment to be effective only upon adoption by District Council of a bylaw to amend Bylaw 8186.

7.07 Governing Law

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

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

GRANT OF PRIORITY

WHEREAS _____ (the "Chargeholder") is the holder of the following charge which is registered in the Land Title Office:

(a) _____ (the "Charge");

AND WHEREAS the Chargeholder agrees to allow the Section 219 Covenant herein to have priority over the Charge;

THIS PRIORITY AGREEMENT is evidence that in consideration of the sum of \$1.00 paid by THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER (the "District") to the Chargeholder, the receipt and sufficiency of which are hereby acknowledged, the Chargeholder covenants and agrees to subordinate and postpone all its rights, title and interest in and to the lands described in the Form C to which this Agreement is attached (the "Lands") with the intent and with the effect that the interests of the District rank ahead of the Charge as though the Section 219 Covenant herein had been executed, delivered and registered against title to the Lands before registration of the Charge.

As evidence of its Agreement to be bound by the above terms, as a contract and as a deed executed and delivered under seal, the Chargeholder has executed the Form C to which this Agreement is attached and which forms part of this Agreement.

END OF DOCUMENT

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PUBLIC HEARING

3105 & 3115 Crescentview Drive

Twenty-Two Unit Apartment & Single Family House

What: A Public Hearing for Bylaws 8178 and 8179, proposed amendments to the Official Community Plan and Zoning Bylaw, to permit the development of a twenty-two unit apartment and single family house at 3105 & 3115 Crescentview Drive.

When: 7 pm, Tuesday, November 22, 2016

Where: Council Chambers, District of North Vancouver Municipal Hall, 355 West Queens Road, North Vancouver, BC



Proposed*



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

What changes?

Bylaw 8178 proposes to amend the OCP land use designation for 3105 Crescentview Drive from Residential Level 2: Detached Residential to Residential Level 5: Low Density Apartment and to designate this property as Development Permit Areas for Form and Character, Energy and Water Conservation and GHG Emission Reduction.

Bylaw 8179 proposes to amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 95 (CD95) and rezone 3105 and 3115 Crescentview Drive from Single Family Residential Edgemont (RSE) to CD95 to allow the development of a twenty-two unit apartment and single family house.

When can I speak?

We welcome your input Tuesday, November 22, 2016, at 7 pm. You can speak in person by signing up at the hearing, or you can provide a written submission to the Municipal Clerk at input@dnv.org or by mail to Municipal Clerk, District of North Vancouver, 355 West Queens Road, North Vancouver, BC, V7N 4N5, before the conclusion of the hearing.

Please note that Council may not receive further submissions from the public concerning this application after the conclusion of the public hearing.

Need more info?

Relevant background material and copies of the bylaws are available for review at the Municipal Clerk's Office or online at dnv.org/public_hearing from October 25 to November 22. Office hours are Monday to Friday 8 am to 4:30 pm, except statutory holidays.

Who can I speak to?

Natasha Letchford, Community Planner, at 604-990-2378 or letchfordn@dnv.org



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