

AGENDA

PUBLIC HEARING

Tuesday, June 20, 2017

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, June 20, 2017
Municipal Hall, Council Chambers
355 West Queens Road, North Vancouver

756-778 Forsman Avenue
8 Unit Townhouse Project

1. OPENING BY THE MAYOR

2. INTRODUCTION OF BYLAW BY CLERK

The District of North Vancouver Rezoning Bylaw 1351 (Bylaw 8225)

Purpose of Bylaw:

Bylaw 8225 proposes to amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 101 (CD101) and rezone the subject site from Residential Single-Family 7200 Zone (RS3) to Comprehensive Development Zone 101 (CD101). The CD101 Zone addresses use, density, amenities, height, setbacks, site coverage, acoustic requirements, flood construction requirements, landscaping and parking and loading regulations.

3. PRESENTATION BY STAFF

Presentation: Darren Veres, Development Planner

4. PRESENTATION BY APPLICANT

Presentation: Patrick Yang, Pacific West Architecture

5. REPRESENTATIONS FROM THE PUBLIC

6. QUESTIONS FROM COUNCIL

7. COUNCIL RESOLUTION

Recommendation:

THAT the June 20, 2017 Public Hearing be closed;

AND THAT "The District of North Vancouver Rezoning Bylaw 1351 (Bylaw 8225)" be returned to Council for further consideration.

8. CLOSING

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4B 101- 2 Permitted Uses:

The following *principal* uses shall be permitted in the CD 101 Zone:

(a) Uses Permitted Without Conditions:

Not Applicable

(b) Conditional Uses:

Residential building, multiple-family townhouse

4B 101-3 Conditions of Use

Balcony enclosures are not permitted.

4B 101-4 Accessory Use

(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

4B 101-5 Density

- (a) The maximum permitted density in the CD101 Zone is limited to a floor space ratio (FSR) of 0.45, inclusive of any density bonus for energy performance, and a maximum of 2 units;
- (b) For the purposes of calculating floor space ratio, a maximum of 285 m² of individual parking garages (3068.1 sq ft) in total on the lot and a maximum of 74.3 m² of individual unit storage (a maximum of 100 sq ft per unit) in total on the lot as well as balconies and landscape trellis are excluded.
- (c) Balcony enclosures are not permitted.

4B 101-6 Amenities

- (a) Despite subsection 4B101-5, density in the CD101 Zone is increased to a maximum floor space of 1,135.98 m² (12,228 sq ft), inclusive of any density bonus for energy performance and a maximum of 8 units, if the owner:
 - 1. Enters into a Housing Agreement prohibiting any restrictions preventing the owners in the project from renting their units; and

2. Contributes \$105,817.00 to the municipality to be used for any or all of the following amenities (with allocation to be determined by the municipality in its sole discretion): public art; park, trail, environmental, pedestrian or other public realm, infrastructure improvements; municipal, recreation or social service facility or service / facility improvements; and/or the affordable housing fund.

4B 101-7 Maximum Principal Building Size:

Not applicable

4B 101-8 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:

Setback	Buildings (Min Setback)
Front (west property line)	4.88m (16 ft) to the building face
Rear (east property line)	6.10m (20 ft) to the building face
Side (north)	1.83m (6 ft) to the building face
Side (south)	3.05m (10 ft) to the building face

- b) Projections at the ground level are permissible as follows:

Setback	Maximum Setback Reduction
Front Yard	1.52 m (5.0 ft)

- c) Balconies and trellises are excluded from any setback requirements.

4B 101-9 Building Orientation:

Not applicable

4B 101-10 Building Depth and Width:

Not applicable

4B 101-11 Coverage:

- (a) Building Coverage shall not exceed 36%.

(b) Site Coverage shall not exceed 61%.

4B 101-12 Height:

The maximum permitted height for each building is 11.3m (37 ft);

4B 101-13 Acoustic Requirements:

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

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

4B 101-14 Flood Construction Requirements:

No basement, or habitable floor space, other than garage and storage space, shall be constructed below the established flood construction level as identified in a flood hazard report prepared by a qualified registered professional engineer.

4B 101-15 Landscaping:

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

4B 101-16 Subdivision Requirements:

Not applicable

4B 101-17 Additional Accessory Structure Regulations:

Not applicable.

4B 101-18 Parking and Loading Regulations:

- (a) Parking spaces shall be provided on the basis of 2 spaces/unit plus 2 visitor spaces;

(b) Not more than 5 spaces may be small car spaces;

(c) All parking spaces shall meet the minimum length and width standards established in Part 10 of the District of North Vancouver Zoning Bylaw.”

2.1 The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from the Residential Single Family 7200 Zone (RS3) to Comprehensive Development Zone 101 (CD 101).

READ a first time May 29th, 2017

PUBLIC HEARING held

READ a second time

READ a third time

Certified a true copy of “Rezoning Bylaw 1351 (Bylaw 8225)” as at Third Reading

Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure on

ADOPTED

Mayor

Municipal Clerk

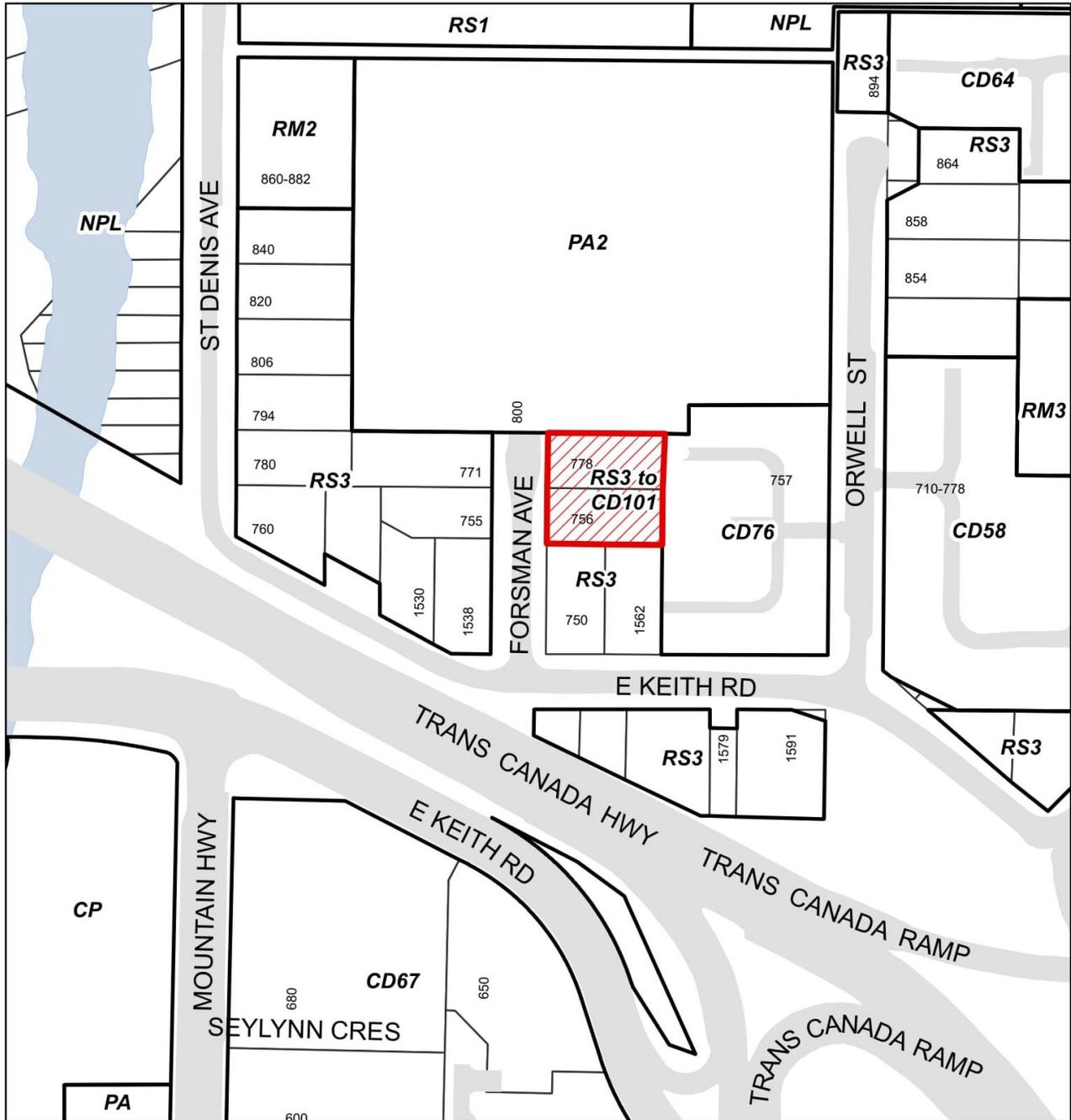
Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8225

BYLAW 8225

The District of North Vancouver Rezoning Bylaw 1351 (Bylaw 8225)



RESIDENTIAL SINGLE FAMILY 7200 ZONE 3 (RS3) TO
COMPREHENSIVE DEVELOPMENT ZONE 101 (CD101)



AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>May 29, 2017</u>
<input type="checkbox"/> Workshop (open to public)	Date: _____

[Signature]
 Dept.
 Manager

[Signature]
 GM/
 Director

[Signature]
 CAO

The District of North Vancouver REPORT TO COUNCIL

May 17, 2017
 File: 08.3060.20/061. 16

AUTHOR: Darren Veres, Development Planner

SUBJECT: BYLAWS 8225 AND 8226: REZONING AND HOUSING AGREEMENT FOR AN 8 UNIT TOWNHOUSE PROJECT: 756-778 FORSMAN AVENUE

RECOMMENDATIONS:

THAT "District of North Vancouver Rezoning Bylaw 1351 (Bylaw 8225) is given FIRST Reading;

AND THAT "Housing Agreement Bylaw 8226, 2017 (756 and 778 Forsman Avenue) is given FIRST reading;

AND THAT Bylaw 8225 be referred to a public hearing.

REASON FOR REPORT:

The proposed project requires Council's consideration of:

- Bylaw 8225 to rezone the subject properties; and
- Bylaw 8226 to authorize entry into a Housing Agreement to ensure that owners are not prevented from renting their units.

SUMMARY:

The applicant proposes to redevelop two single-family lots located at 756-778 Forsman Avenue for an eight-unit townhouse project which requires rezoning and issuance of a development permit. The Rezoning Bylaw and Housing Agreement Bylaw are recommended for Introduction and the Rezoning Bylaw is recommended for referral to a Public Hearing.

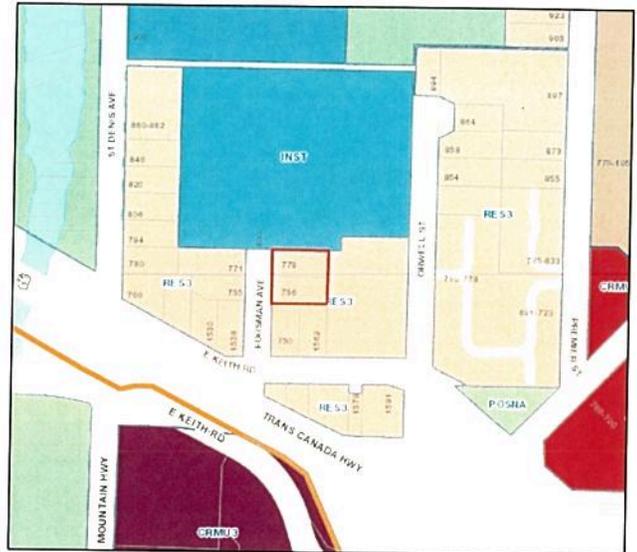


BACKGROUND:

Official Community Plan

The subject properties are designated as *Residential Level 3: Attached Residential* in the District Official Community Plan (OCP), which envisions ground-oriented multifamily housing up to approximately 0.8 FSR.

The proposed townhouse units are all three-bedroom units and one four-bedroom unit, which will be attractive to families, and as such, the proposal responds to Goal #2 of the OCP to “encourage and enable a diverse mix of housing types...to accommodate the lifestyles and needs of people at all stages of life.” It also addresses the intent of the housing diversity policies in Section 7.1 of the OCP by providing units suitable for families (Policy 7.1.4).



The Lynnmour Inter-River Local Plan reference policy document designates this site as “Low Density Multi-Family Housing” up to 0.7 FSR. A goal of the Lynnmour Inter-River Local Plan reference policy document is “to support the primarily family orientation of the residential area, while ensuring any new development contributes directly to the overall improvement of the community”.

The density of the proposal is 0.69 FSR with exclusions for parking, storage and balconies and therefore compliant with the Official Community Plan and the Lynnmour Inter-River Local Plan reference policy document. The Lynnmour Inter-River design guidelines support the proposed exemptions for storage areas and garages.

Zoning:

The subject properties are zoned Residential Single-Family 7200 Zone (RS3) and therefore require rezoning to permit this multi-family project. Bylaw 8225 proposes the establishment of a new Comprehensive Development Zone (CD101) which is tailored specifically to this project.

Development Permit

The subject properties are located within Development Permit Areas for the following purposes:

- Form and Character of Multi-Family Development (Ground-Oriented Housing);
- Energy and Water Conservation and Greenhouse Gas Emission Reductions; and
- Protection from Natural Hazards (Creek Hazard).

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

Strata Rental Protection Policy

Corporate Policy 8-3300-2 "Strata Rental Protection Policy" applies to this project as the rezoning application would permit development of more than five units. This policy requires a Housing Agreement to ensure that future strata bylaws do not prevent owners from renting their units and Bylaw 8226 is provided to implement that Policy.

Housing Affordability and Diversity

In accordance with the Rental and Affordable Housing Strategy, this application is meeting goal number one of expanding the supply and diversity of housing through the provision of family-oriented townhouse units which are in high demand and short supply in the District. These town homes offer ground-oriented family alternatives to single-detached home ownership and will be attractive to young couples who are part of the District's "missing generation." The Strata Rental Protection Policy will be applied through a Housing Agreement to ensure that no restrictions are placed on strata rentals. Community amenity contributions from the site can be used toward the District's affordable housing goals.

Previous Application

In early 2016 Council considered and defeated a 9 unit townhouse proposal for this site. At that time, concerns expressed by council included:

- the need for an area transportation review;
- too many units;
- the need for an onsite play area;
- tandem parking was not supported; and,
- some building changes were desired (windows onto the school).

In response, staff have concluded an area transportation review and assessed this application against that review. The applicant has reduced the number of units from 9 to 8, they have removed all tandem parking, they have added a children's play area onsite and they have added windows and balconies to address a better interface with the school.

ANALYSIS

The Site and Surrounding Area:

The site consists of two single-family lots on the east side of Forsman Avenue. Adjacent properties consist of single-family lots (zoned RS3) to the west and south, Lynnmour Elementary School to the north, and townhouses (under construction) to the east. The OCP designates the surrounding single-family properties as Residential Level 3: Attached Residential.

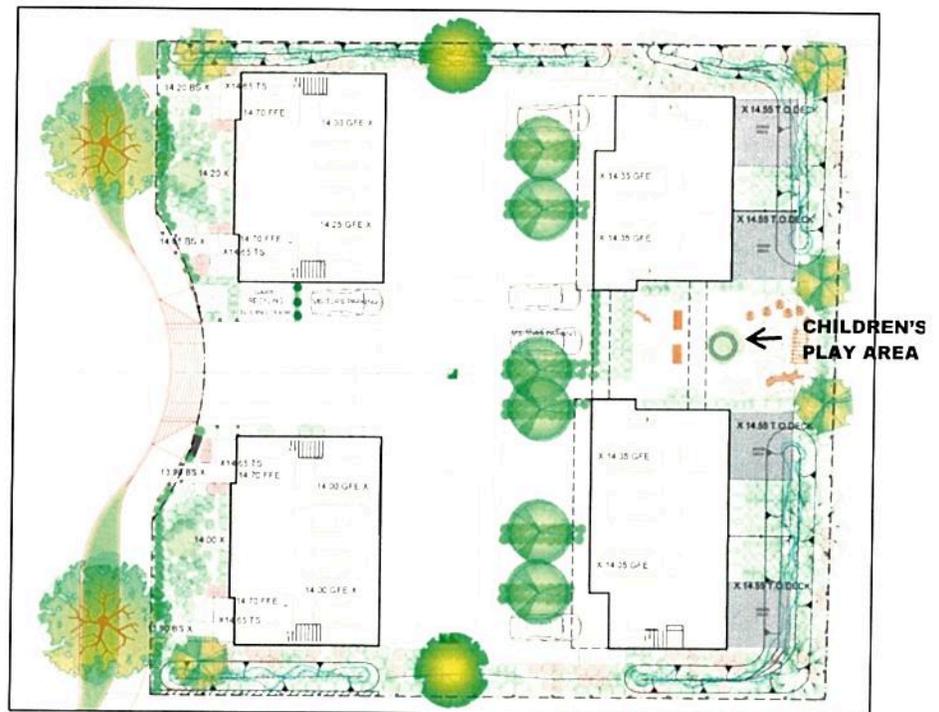


Project Description:

The project is eight townhouses with an onsite children's play area.

Site Plan/Building Description:

As seen in the site plan to the right, the project includes three buildings configured as follows: two duplexes are located at the front of the lot facing Forsman and a four-unit building is located at the rear of the lot. The four-unit building is connected at the second floor but open to the outside at the ground floor. A child's play area and gathering space is located under the second floor connection and this play space extends to the east portion of the property.



The townhouses are three storeys and each has their own at-grade parking garage. The garages are accessed off one central driveway from Forsman Avenue. Seven of the units have three bedrooms on the upper floor and range in size from 125m² (1,348 sq ft) to 140.9 m² (1,517 sq ft), excluding the garages. One of the units has four bedrooms on the upper level and is 206m² (2,221 sq ft) in size, excluding the garage. The individual buildings are approximately 11.3m (37 ft) in height.



Inter-River Sub-Area Transportation Study

This application was reviewed in context with Transportation Planning's Inter-River Sub-Area Transportation Study, provided to Council in September, 2016. This study, which involved local stakeholders and residents, determined locations for future road circulation improvements, and demonstrated that no changes were required to this application to improve connectivity in the area.

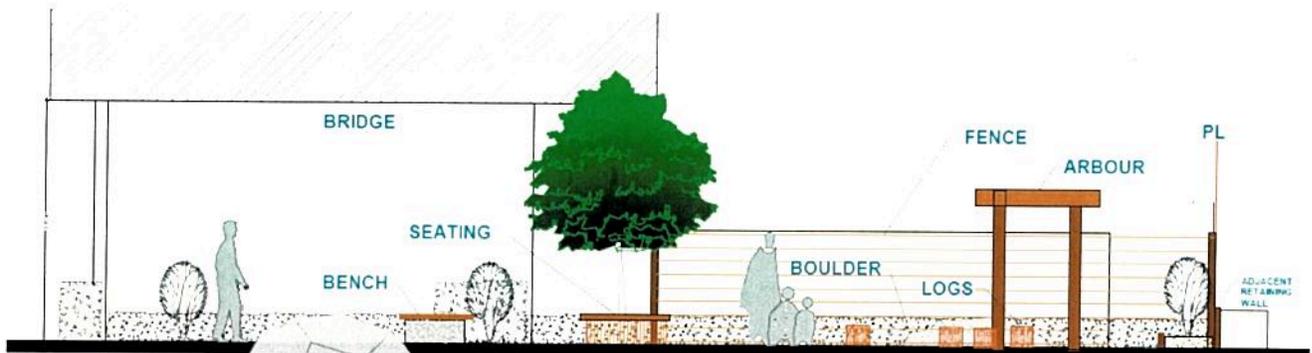
Parking

Vehicle access to the site is off Forsman Avenue and located between the two duplex buildings. The project includes 18 parking stalls each with direct drive aisle access. Each unit is provided two private parking spaces in a side-by-side arrangement. No tandem parking is included in this proposal. Two additional onsite visitor spaces are provided.

Landscaping

The landscaping is included at the perimeter of the site and along the interior drive aisles. A swale is proposed around the exterior of the site to aid in storm water management for the project (in addition to the required connections).

A children's play space and gathering area is proposed for the east side of the property. The design for this space includes logs, boulders, and an arbour, and is proposed to be planted with native plantings. Benches are included in the weather-protected space under the second floor connection of the fourplex building to create an all-weather area for residents to sit, socialize and supervise their children (see elevation on the next page).



The landscaping will also provide an improvement to Forsman Avenue and the entrance to the Lynnmour Elementary school. School staff has verbally expressed support for this better looking Forsman Avenue environment.

Engineering

The off-site engineering works include the creation of half of a cul de sac in front of the site. The west side of Forsman will finish the cul de sac when it redevelops in future. The proposal will also install sidewalk, street lighting, and improvements to the storm network.

The site is located within a Development Permit area for Creek Hazard with regard to flooding. The applicant has submitted a report from GeoCan Engineering that states that the design conforms to the flood construction level requirements established by the Lynnmour Inter-River Flood Protection Assessment prepared by Kerr Wood Leidal Consulting Engineers (2006). The project and the GeoCan report have been reviewed and accepted by the Section Manager of Public Safety.

Acoustic Regulations

Bylaw 8225 includes the District's residential acoustic regulations for maximum noise levels in the bedrooms, living areas and other areas of the units. The applicant will be required to submit a report from a qualified noise consultant confirming the building design will enable these standards to be met.

Accessible Design

The applicant is proposing to provide basic design features to facilitate building access and usability for people of all ages and abilities, and enhanced features, where appropriate to facilitate ageing in place and support people with mobility and sensory impairments.

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

IMPLEMENTATION:

Implementation of this project will require consideration of a rezoning bylaw, Bylaw 8225, and a Housing Agreement Bylaw, Bylaw 8226, as well as issuance of a development permit and registration of legal agreements.

Bylaw 8225 (Attachment B) rezones the subject properties from Single Family Residential 7200 Zone (RS3) to a new Comprehensive Development 101 Zone (CD101) which:

- establishes the multi-family residential use;
- allows home occupations as an accessory use;
- establishes a base density FSR (Floor Space Ratio) of 0.45;
- establishes a density bonus to an FSR of 0.69 subject to payment of a \$105,817 community amenity contribution (CAC) and entering into a housing agreement to restrict future strata rental restrictions;
- establishes setback, height, building coverage and site coverage regulations;
- incorporates acoustic requirements; and
- establishes parking regulations specific to this project.

Bylaw 8226, (Attachment C) authorizes the District to enter into a Housing Agreement to ensure that the proposed units remain available as rental units.

A contribution of \$24,135.96 will be required to the dyke infrastructure fund for future maintenance of the flood works installed in the Inter-River area. This contribution will be collected prior to adoption of Bylaw 8225. Development Cost Charges for this project have been estimated at \$72,205.

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

- a housing agreement to ensure that owners are not prevented from renting their units;
- a green building, accessible and acoustical covenant;
- a stormwater management covenant;
- a covenant to ensure that the project is built in accordance with the flood report;
- an engineering servicing agreement (including construction management); and
- a consolidation plan with road dedication.

COMMUNITY AMENITY CONTRIBUTION:

The District's Community Amenity Contribution (CAC) Policy requires an amenity contribution for projects including an increase in residential density. In this case, a CAC of \$105,817 has been calculated and this amount is included in the proposed CD101 Zone. It is anticipated that the CACs from this development will include contributions toward public art; park, trail, environmental, pedestrian or other public realm, infrastructure improvements; municipal, recreation or social service facility or service / facility improvements; and/or the affordable housing fund.

GREEN BUILDING MEASURES:

Compliance with the Green Building Strategy is mandatory given the need for rezoning and the project is targeting an energy performance rating of Energuide 80 and will be required to meet a target equivalent to the "Gold" standard.

CONCURRENCE:

Staff

The project has been reviewed by staff from Environment, Permits, Parks, Engineering, Community Planning, Urban Design, Transportation Planning, the Fire Department, School District 44 and the Arts Office.

Advisory Design Panel

The application was considered by the Advisory Design Panel on January 17, 2013 and the panel recommended approval of the project subject to a review of enhanced weather protection; the drive court / play area; the material palette; and opportunities for additional glazing on the north and south elevations. In response, the applicant has added weather protection over unit entrances, revised the drive court and added windows / balconies to the north and south elevations.

The District Urban Design Planner has reviewed the most recent proposal and is satisfied that the design meets the previous recommendations of the ADP. He is also satisfied with the design of the child's play area.

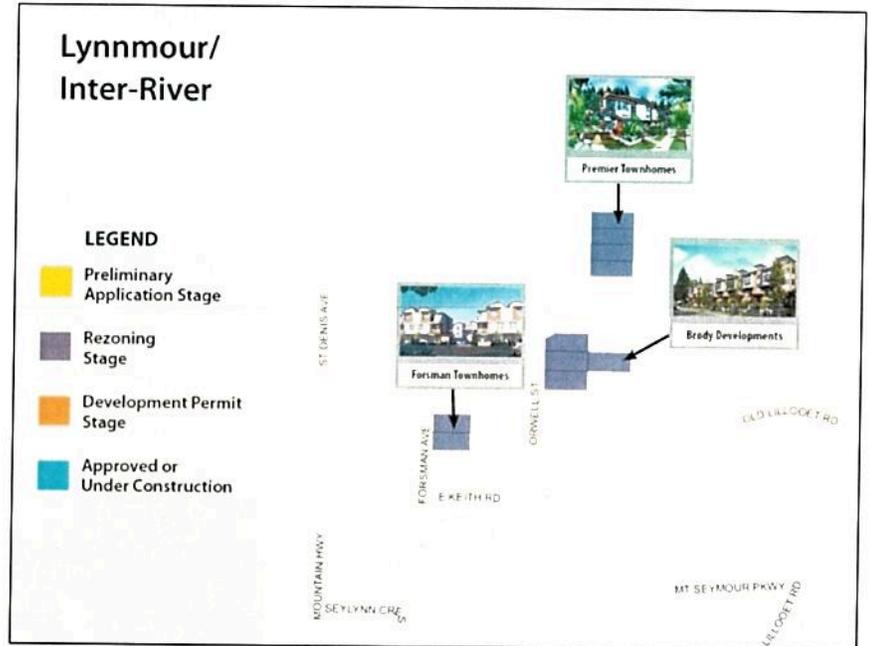
PUBLIC INPUT:

Public Information Meeting

The applicant held a facilitated Public Information Meeting on January 18, 2017. The meeting was attended by six members of the public and two comment sheets were submitted. Both comment sheets expressed support for the project but concern with onsite and visitor parking. The proposal includes two on-site visitor parking stalls as well as a combination of garage and outdoor parking to encourage use of onsite parking.

CONSTRUCTION MANAGEMENT PLAN:

This neighbourhood currently has three townhouse applications being processed. This is the only application located on Forsman Avenue. In order to reduce the development's impact on pedestrian and vehicular movements, the developer will be required to provide a construction traffic management plan as a condition of the development covenant and Development Permit. The Construction Management Plan must minimize construction impacts on pedestrian and vehicle movement. The plan is required to be approved by the District prior to issuance of a building permit.



In particular, the 'construction traffic management' must:

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

Particular attention will be paid to the impact on the adjacent Lynnmour School regarding pedestrian movement and student drop-off and pick-up.

CONCLUSION:

This project is consistent with the directions established in the OCP and the Lynnmour Inter-River Local Plan. It addresses OCP housing policies related to the provision of a range of housing options, in this case, family housing in a townhouse format. The project also addresses Council's previous input for this site. The project is now ready for Council's consideration.

Options:

The following options are available Council's consideration:

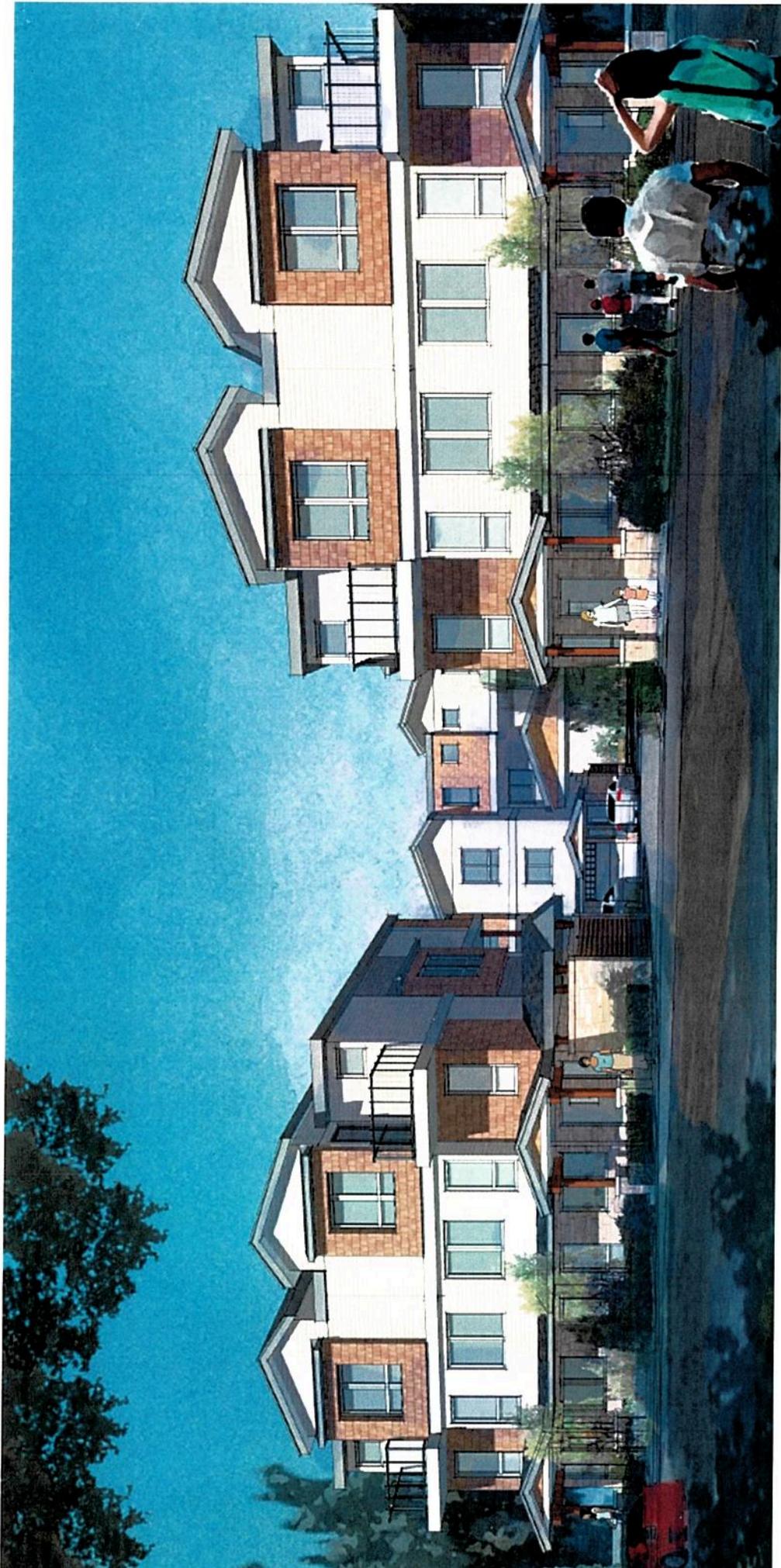
- 1) Introduce Bylaws 8225 and 8226 and refer Bylaw 8225 to a Public Hearing (staff recommendation); or
- 2) Defeat Bylaw 8225 and 8226 at First Reading.



Darren Veres
 Development Planner

- A – Reduced project plans
- B – Bylaw 8225
- C – Bylaw 8226

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



756 & 778 Forsman Avenue, North Vancouver, BC
 Zoning Statistics

GROSS SITE AREA	S.L.M.	ACRES	S.F.A.
1606.6047			18155.00
DEDEICATION	40.797	0.01	4791.14
NET SITE AREA	1645.8077	0.41	17713.86

Unit	Unit Type	No. of Units	Gross Floor Area/Unit (including parking)	GFA x No. of Units
A1	DUPLEX	1	1348	1348
A2	DUPLEX	1	1348	1348
A3	DUPLEX	1	1348	1348
A4	DUPLEX	1	1348	1348
B1	END UNIT	1	1500	1500
B2	END UNIT	1	1500	1500
C	MID-BLOCK	1	1537	1537
D	MID-BLOCK	1	2221	2221
Total		6		12228

UPA	FOS	FOS	FOS
0.67	0.67	0.67	0.67
0.67	0.67	0.67	0.67
0.67	0.67	0.67	0.67
0.67	0.67	0.67	0.67

BUILDING	COVERAGE	COVERAGE	COVERAGE
37%	37%	37%	37%
50%	50%	50%	50%
50%	50%	50%	50%
50%	50%	50%	50%

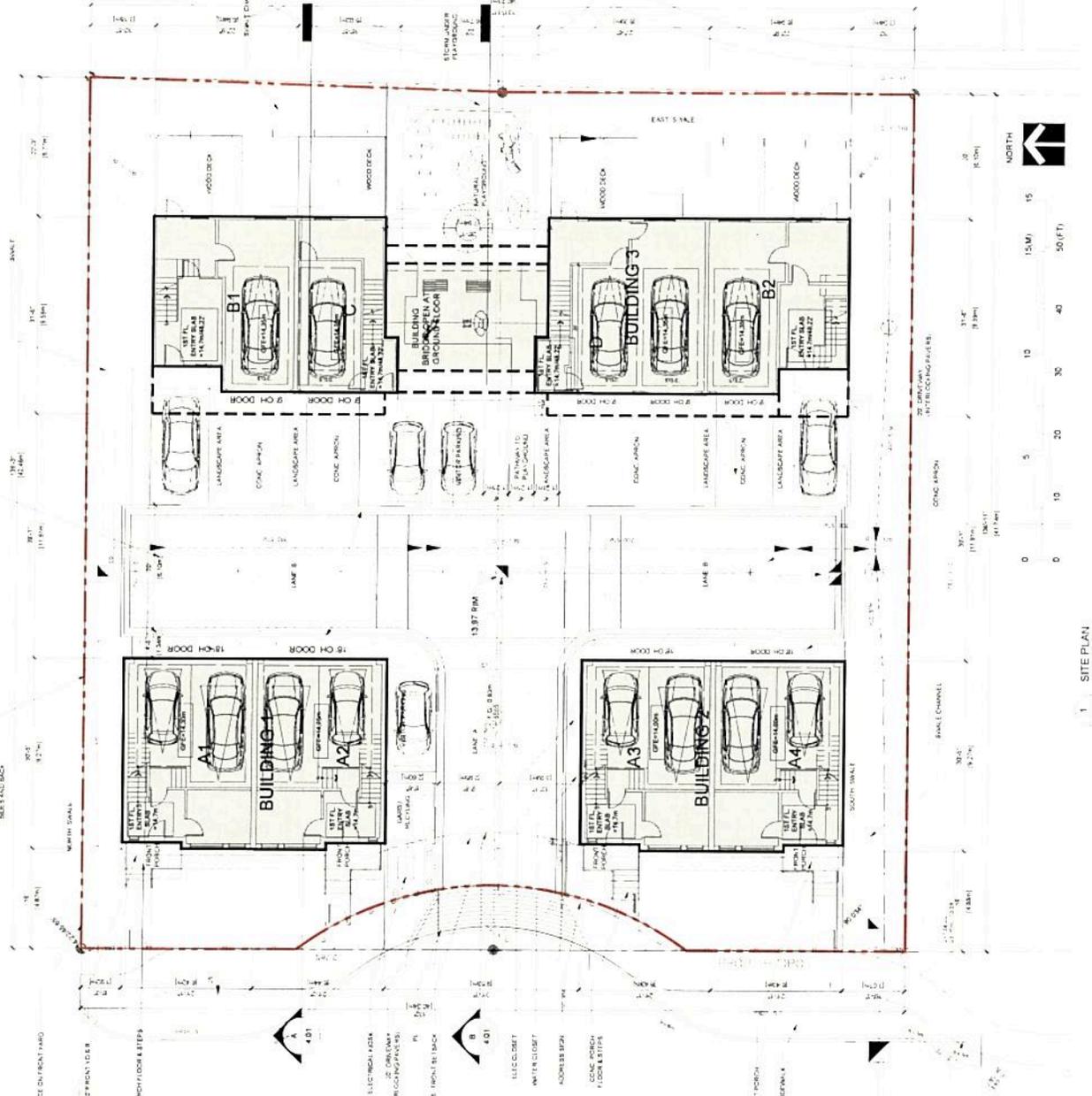
PARKING	Standard Car Stalls	Small Car Stalls	Total Residential
11	5	16	16
11	5	16	16
11	5	16	16
11	5	16	16

Visitor	Visitor Ratio	Visitor Ratio	Visitor Ratio
2	0.25	0.25	0.25
2	0.25	0.25	0.25
2	0.25	0.25	0.25
2	0.25	0.25	0.25

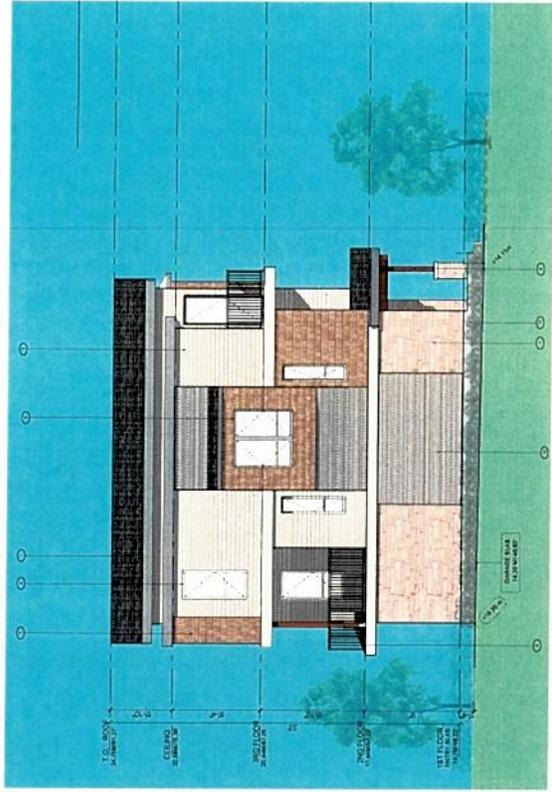
Total Off Street Parking Ratio	Percentage of Small Car Stalls
2.00	38.9%
2.00	38.9%
2.00	38.9%
2.00	38.9%

AMINITY	Gross Area	Area S.M.	% of Site Area
KID'S PLAYGROUND	1044.14	113.84	6.00%
1044.14	113.84	6.00%	
1044.14	113.84	6.00%	
1044.14	113.84	6.00%	

Unit Breakdown	Unit Type	Building #	No. of Units (ft.²)	Total Encl. Area (ft.²)	Garage Storage Area (ft.²)
A1	Duplex	Building 1	1	1348	100
A2	Duplex	Building 1	1	1348	100
A3	Duplex	Building 2	1	1348	100
A4	Duplex	Building 2	1	1348	100
B1	Duplex	Building 2	1	1500	100
B2	End Unit	Building 3	1	1500	100
C	Mid-Block	Building 3	1	1537	100
D	Mid-Block	Building 3	1	2221	100
Total			6	12228	600



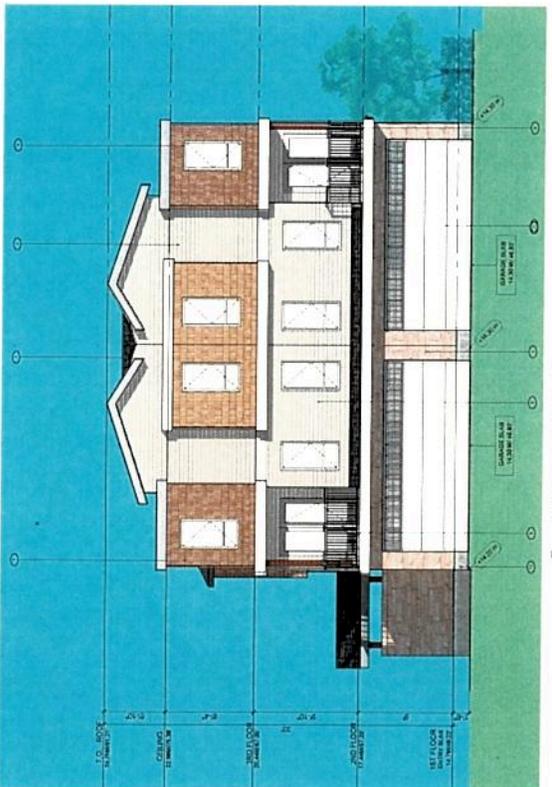
- EXTERIOR MATERIAL LEGEND**
- ALUMINUM TRIM
 - METAL CLADDING
 - CLEAR GLASS
 - STAIN STEEL
 - DOWN-SLOTTED VINYL WINDOW
 - ALUMINUM RAILINGS
 - METAL CANOPY LUMEN
 - WOOD ROOF
 - WOOD TRIM
 - WOOD SIDING
 - WOOD SHAKES
 - CONC. BASE



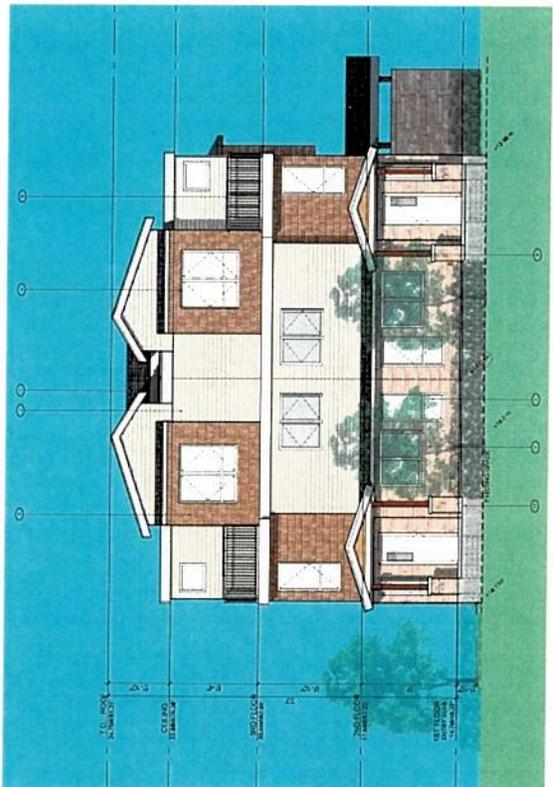
2 BUILDING 1 NORTH ELEVATION
 Scale: 3/8" = 1'-0"



4 BUILDING 1 SOUTH ELEVATION
 Scale: 3/8" = 1'-0"



1 BUILDING 1 EAST ELEVATION
 Scale: 3/8" = 1'-0"



3 BUILDING 1 WEST ELEVATION
 Scale: 3/8" = 1'-0"

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITTING	01/17/2017
2	ISSUED FOR PERMITTING	01/17/2017
3	ISSUED FOR PERMITTING	01/17/2017
4	ISSUED FOR PERMITTING	01/17/2017
5	ISSUED FOR PERMITTING	01/17/2017
6	ISSUED FOR PERMITTING	01/17/2017
7	ISSUED FOR PERMITTING	01/17/2017
8	ISSUED FOR PERMITTING	01/17/2017
9	ISSUED FOR PERMITTING	01/17/2017
10	ISSUED FOR PERMITTING	01/17/2017

PROJECT
FORSMAN GARDEN
 756 & 778 FORSMAN AVE
 NORTH VANCOUVER

ELEVATIONS

A3.1

REVISION

1	DATE
2	DATE
3	DATE
4	DATE
5	DATE
6	DATE
7	DATE
8	DATE
9	DATE
10	DATE

PROJECT INFORMATION

PROJECT NO: 1478

PROJECT NAME: FORSMAN GARDEN

CLIENT: FORSMAN GARDEN

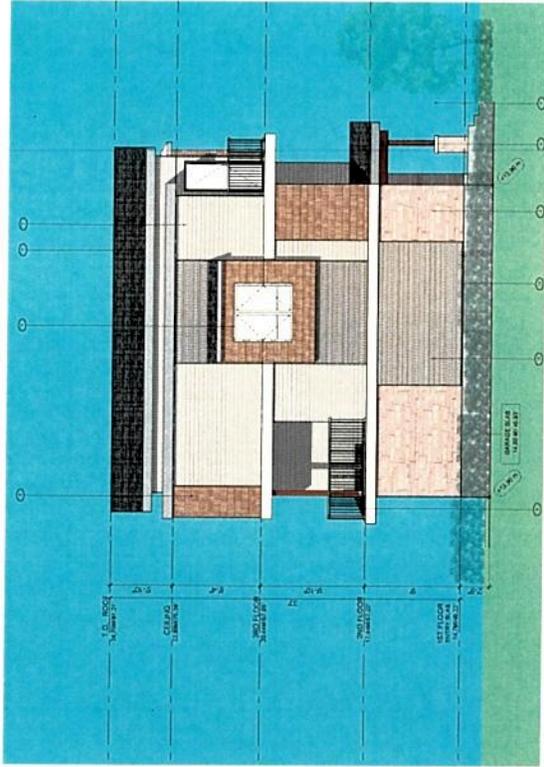
LOCATION: 756 & 778 FORSMAN AVE NORTH VANCOUVER

FORSMAN GARDEN
 756 & 778 FORSMAN AVE
 NORTH VANCOUVER

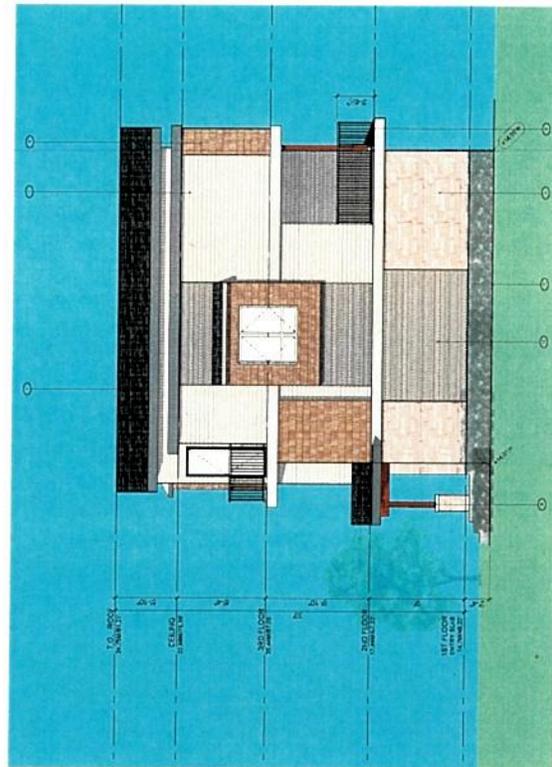
ELEVATIONS

A3.2

- EXTERIOR MATERIAL LEGEND
- ASPHALT ROOF
 - HORIZONTAL SLAT (SIP)
 - CEDAR SHINGLE
 - STONE CLADDING
 - DOUBLE GLAZED VINYL WINDOW
 - ALUMINUM BALCONY
 - METAL CLADDING (CROWN)
 - WOOD SIDING
 - BRICK SIDING
 - WHITE SIDING
 - TERRAZZO



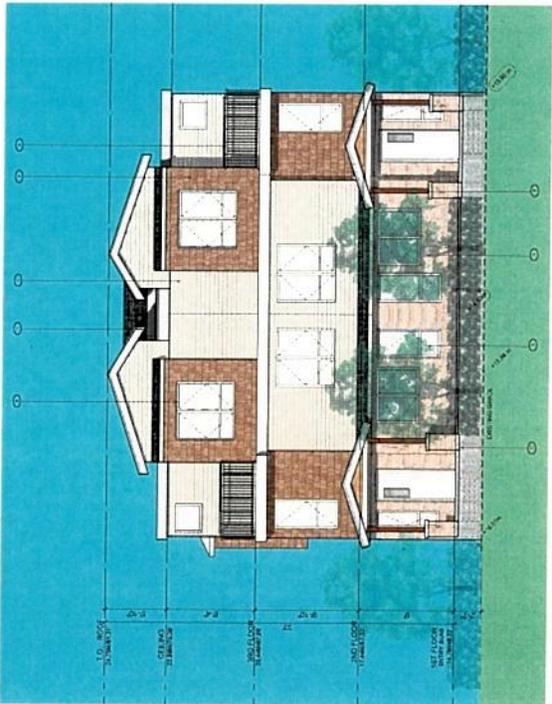
2 BUILDING 2 NORTH ELEVATION
 Scale: 3/8" = 1'-0"



4 BUILDING 2 SOUTH ELEVATION
 Scale: 3/8" = 1'-0"



1 BUILDING 2 EAST ELEVATION
 Scale: 3/8" = 1'-0"



3 BUILDING 2 WEST ELEVATION
 Scale: 3/8" = 1'-0"

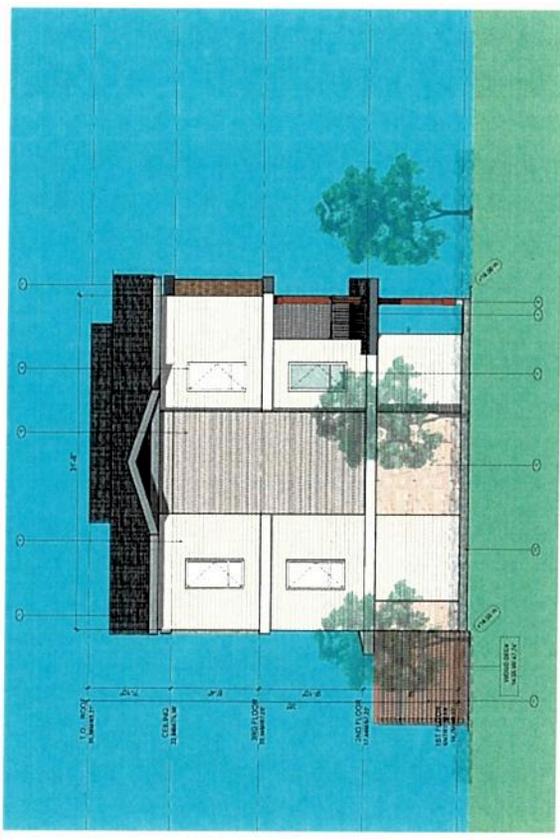
1	FOUNDATION
2	FLOOR
3	CEILING
4	WALL
5	ROOF
6	EXTERIOR MATERIALS
7	PAINTS
8	GLAZING
9	MECHANICAL
10	LANDSCAPE
11	FINISHES
12	DETAILS
13	DATE CHECKED
14	DATE
15	DESIGNED BY
16	PROJECT NUMBER
17	PROJECT NAME
18	CLIENT
19	LOCATION
20	DATE

PROJECT: **FORSMAN GARDEN**
 756 & 778 FORSMAN AVE
 NORTH VANCOUVER
 DRAWING TITLE: **ELEVATIONS**
 SCALE: **A3.3**



1 BUILDING 3 WEST ELEVATION
 Scale: 3/8" = 1'-0"

- EXTERIOR MATERIAL LEGEND**
- ADHESIVE FLOOR
 - BRICK
 - CERAMIC TILE
 - STONE VENEER
 - DOUBLE GLAZED OWNS WINDOW
 - ALUMINUM PANELS
 - METAL GARAGE DOOR
 - WOOD PANEL
 - WOOD TRIM
 - WOOD SIDING
 - WOOD SHUTTER
 - GRC BASE



2 BUILDING 3 NORTH ELEVATION
 Scale: 3/8" = 1'-0"

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PROJECT: **FORSMAN GARDEN**
 758 & 778 FORSMAN AVE
 NORTH VANCOUVER

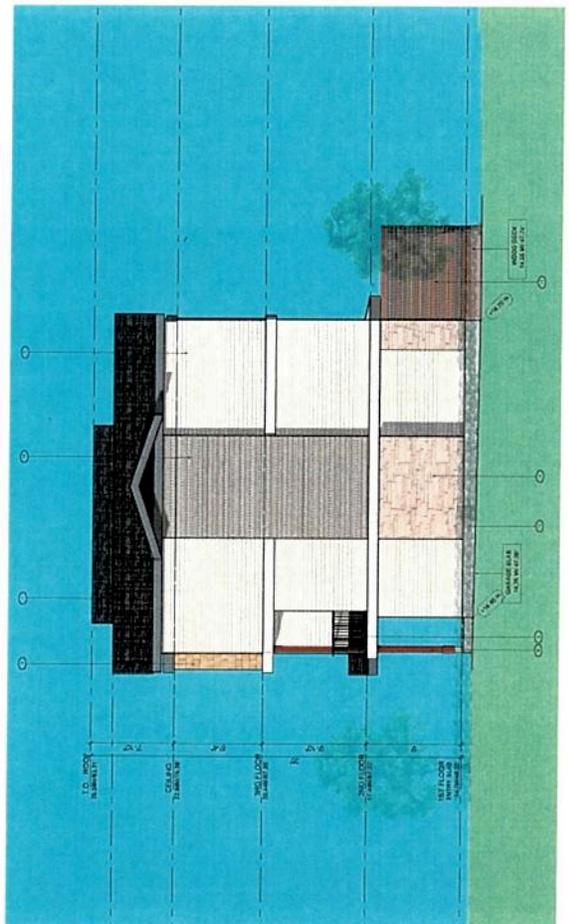
ELEVATIONS

A3.4

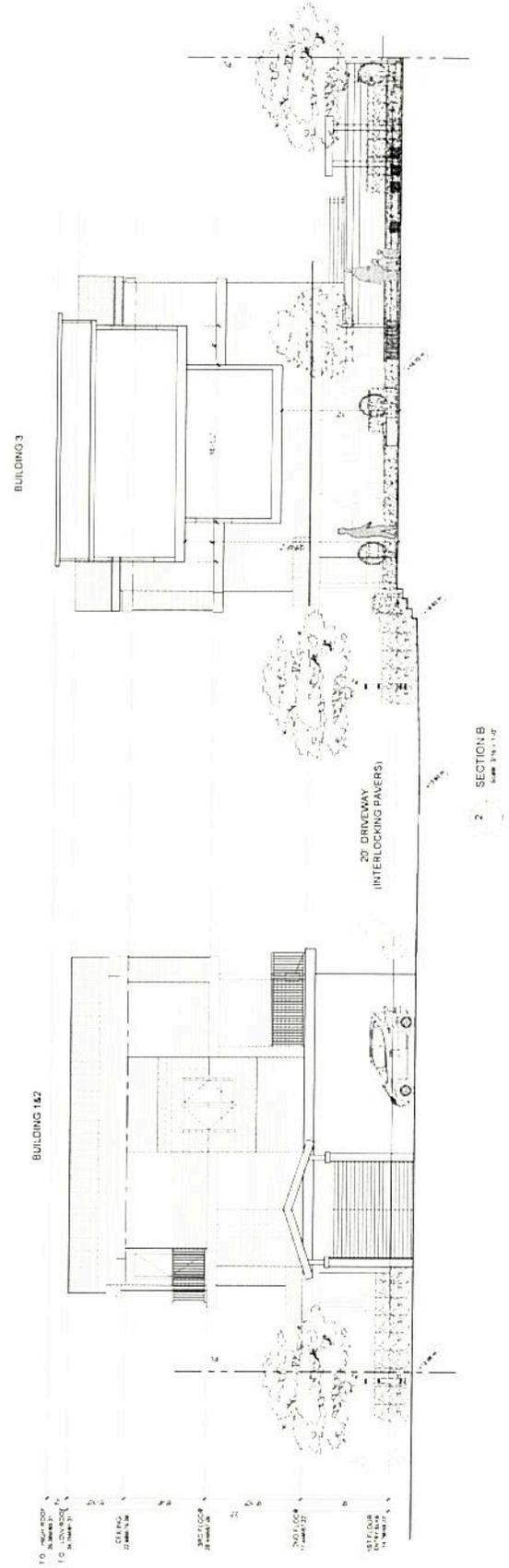
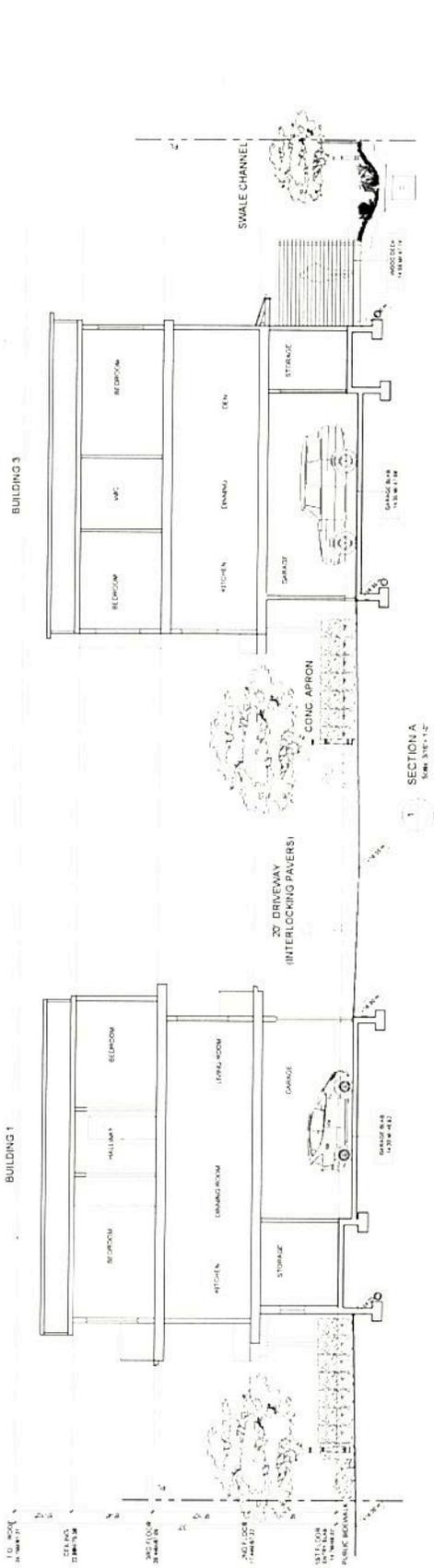


1 BUILDING 3 EAST ELEVATION
 Scale 3/4" = 1'-0"

- EXTERIOR MATERIAL LEGEND
- ASPHALT ROOF
 - HORIZONTAL SIDING
 - VERTICAL SIDING
 - BRICK
 - STONE
 - CORRUGATED METAL
 - ALUMINUM RAILINGS
 - METAL GARAGE DOOR
 - WOOD POST
 - WOOD TRIM
 - WOOD Siding
 - WOOD SHUTTER
 - CONCRETE



2 BUILDING 3 SOUTH ELEVATION
 Scale 3/4" = 1'-0"



BLK#	DATE
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PROJECT
FORSMAN GARDEN
 756 & 778 FORSMAN AVE.
 NORTH VANCOUVER

DATE: 12/15/11

SECTIONS

A4.1

BUILDING MATERIAL -1



pacific west architecture

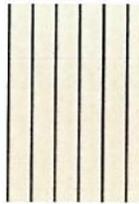
1325 West 7th Ave. (North Street)
 Vancouver, B.C. V6H 2S4
 Phone: 604.681.3172
 Fax: 604.681.7098
 Email: info@pacificwestarch.com
 www.pacificwestarch.com



ASPHALT SHINGLE
 IKO - ASPHALT SHINGLES
 COLOUR: CHARCOAL GREY



CEDAR SHINGLE
 SOLID STAIN
 COLOUR: GREY-BROWN



HARDI-PLANK SIDING
 JAMES HARDIE
 COLOUR: BEIGE



WOOD TRIM
 SHERWIN WILLIAMS
 COLOUR: CORNWELL GRAY



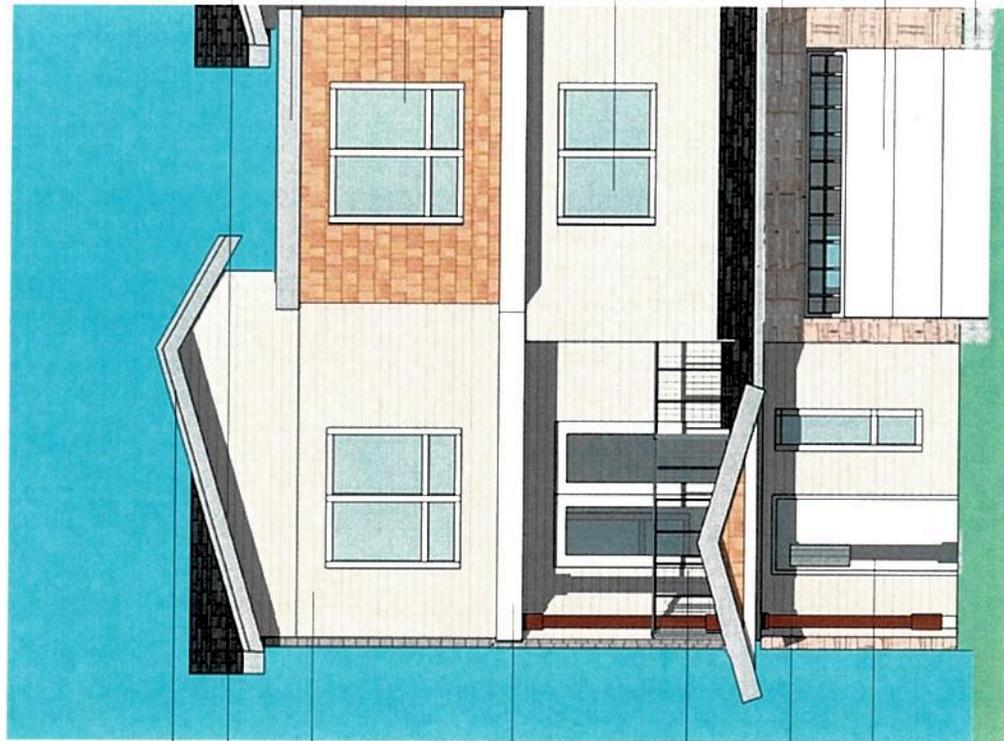
WOOD TRIM
 SHERWIN WILLIAMS
 COLOUR: USEFUL GREY



WOOD FEATURES
 SOLID STAIN
 COLOUR: WOOD



STONE VENEER
 CULTURED STONE
 PROFIT LEDGESTONE



ROOF FASCIA
 SHERWIN WILLIAMS
 COLOUR: USEFUL GREY
ASPHALT SHINGLE
 IKO - ASPHALT SHINGLES
 COLOUR: CHARCOAL GREY
HARDI-PLANK SIDING
 JAMES HARDIE
 COLOUR: BEIGE

WOOD TRIM
 SHERWIN WILLIAMS
 COLOUR: USEFUL GREY

GUARD RAILS
 EAST WEST ALUMINUM
 COLOUR: BLACK

WOOD POST
 SOLID STAIN
 COLOUR: WOOD

EXTERIOR DOOR
 SHERWIN WILLIAMS
 COLOUR: USEFUL GREY

SOFFIT
 VINYL SOFFIT
 COLOUR: WHITE

ROOF FASCIA
 SHERWIN WILLIAMS
 COLOUR: USEFUL GREY

CEDAR SHINGLE
 SOLID STAIN
 COLOUR: GREY BROWN

TYPICAL WINDOWS
 DOUBLE GLAZING IN VINYL FRAMES
 COLOUR: BEIGE

STONE VENEER
 CULTURED STONE
 PROFIT LEDGESTONE

GARAGE DOOR
 SHERWIN WILLIAMS
 COLOUR: USEFUL GREY

CONC BASE
 COLOUR: GREY

PROJECT

DATE

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FOR

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FOR

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PROJECT

FORSMAN GARDEN
 756 & 778 FORSMAN AVE
 NORTH VANCOUVER

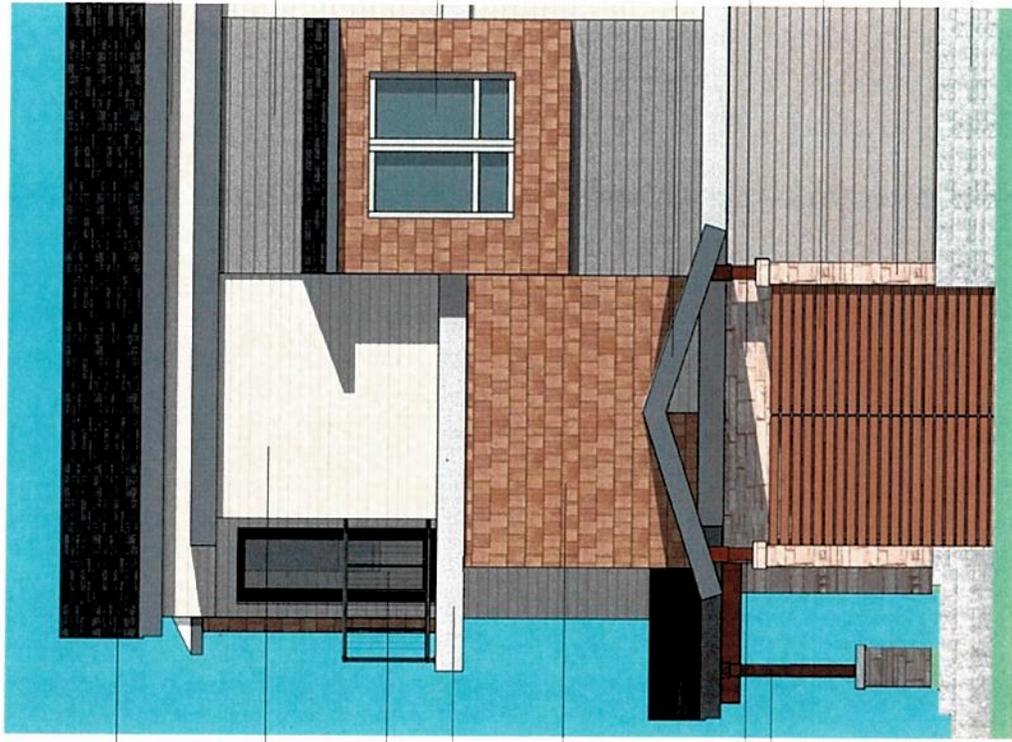
DATE

MATERIAL BOARD

DATE

A5.1

BUILDING MATERIAL -2



ASPHALT SHINGLE
IKO-ARPHAL'S SHINGLES
COLOUR: CHARCOAL GREY

HARDI-PLANK SIDING
JAMES HARDIE
COLOUR: BEIGE

GUARD RAILS
FAST WEST ALUMINUM
COLOUR: BLACK

WOOD TRIM
SHERWIN WILLIAMS
COLOR: USEFUL GREY

CEDAR SHINGLE
SOLID STAIN
COLOUR: GREY-BROWN

WOOD POST
SOLID STAIN
COLOUR: WOOD

ROOF FASCIA
SHERWIN WILLIAMS
COLOR: USEFUL GREY

HARDI-PLANK SIDING
JAMES HARDIE
COLOUR: CHAMWELL GRAY

TYPICAL WINDOWS
DOUBLE GLAZING IN VINYL FRAMES
COLOUR: BEIGE

ROOF FASCIA
SHERWIN WILLIAMS
COLOR: USEFUL GREY

STONE VENEER
CULTURED STONE
PRO-FIT LEDGESTONE

GARAGE GATE
WOOD SIDING
COLOR: WOOD

STONE VENEER
CULTURED STONE
PRO-FIT LEDGESTONE

CONC. BASE
COLOUR: GREY



ASPHALT SHINGLE
IKO-ARPHAL'S SHINGLES
COLOUR: CHARCOAL GREY



CEDAR SHINGLE
SOLID STAIN
COLOUR: GREY BROWN



HARDI-PLANK SIDING
JAMES HARDIE
COLOUR: BEIGE



HARDI-PLANK SIDING
JAMES HARDIE
COLOUR: CHAMWELL GRAY



WOOD TRIM
SHERWIN WILLIAMS
COLOR: USEFUL GREY



WOOD FEATURES
SOLID STAIN
COLOUR: WOOD



STONE VENEER
CULTURED STONE
PRO-FIT LEDGESTONE



pacific west architecture

1325 West 79th Ave (Vancouver, British Columbia)
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Canada
Tel: 604-271-7979
Fax: 604-271-7978
Email: info@pwestarchitecture.com
www.pwestarchitecture.com

NO.	DESCRIPTION	DATE
1	ISSUE	
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7	REVISIONS TO RECORDING	2017-11-16
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9	REVISIONS TO RECORDING	2017-11-16
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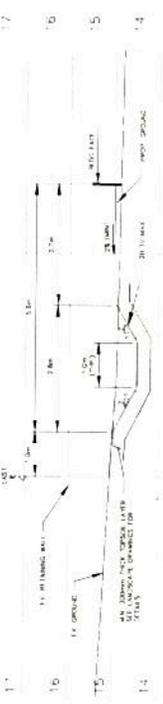
PROJECT
FORMS MAN GARDEN
756 & 778 FORMS MAN LANE
NORTH VANCOUVER
BRITISH COLUMBIA

MATERIAL BOARD

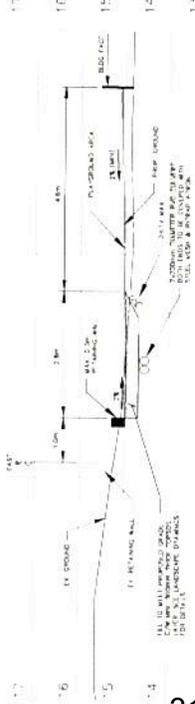
A5.2



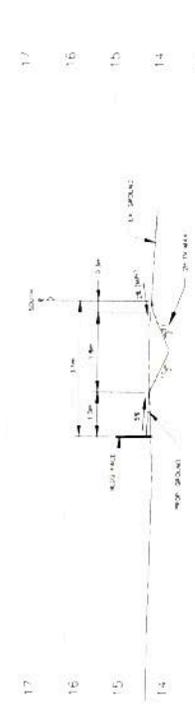
CIVIL SECTION A-A
SCALE 1:50



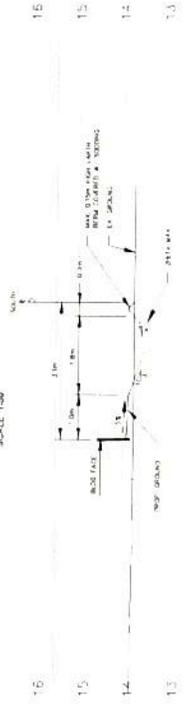
CIVIL SECTION B-B
SCALE 1:50



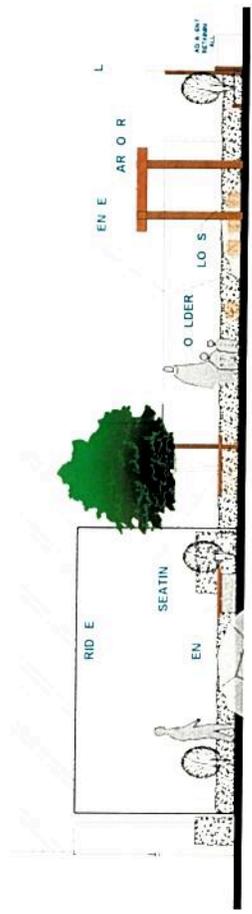
CIVIL SECTION C-C
SCALE 1:50



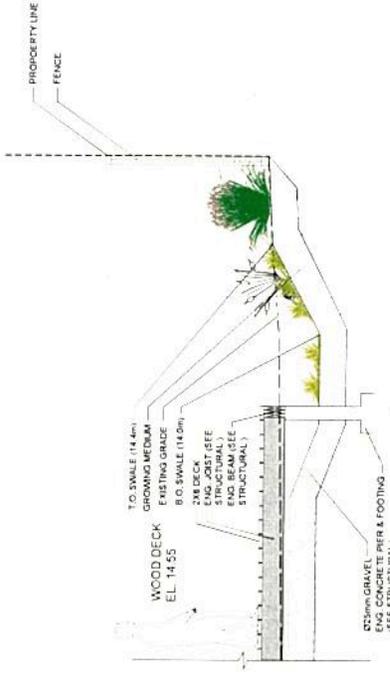
CIVIL SECTION D-D
SCALE 1:50



CIVIL SECTION E-E
SCALE 1:50



SECTION-1: CHILDREN'S PLAY SPACE
SCALE 1:50



SECTION-2: DECK & SWALE
SCALE 1:25

NOTE
FOR CIVIL SECTIONS SEE CIVIL DRAWINGS.

3	APR 24 2017	SUBMISSION
2	APR 15 2017	REVIEW
1	OCT 11 2016	SUBMISSION
		ISSUED / REVISIONS

FORSMAN GARDENS
756 + 778 Forsman Ave NORTH VANCOUVER

SW Landscape Architect
919 Melbourn Avenue
North Vancouver, B.C. V7R 1N8

1005198 Ltd.
Attn: Kenny Gu
7532 Comox Ave
Burnaby, BC Canada

LANDSCAPE STATEMENT OF INTENT

The intent of the landscape design is to have a landscape treatment that is sustainable and reflects the natural heritage of the Lynnmour area in North Vancouver. The front yard is framed by a boxwood hedge, black metal railing and the delicate branches of the beautiful witchhazel shrub, behind which are Rhododendrons, azaleas, fragrant Chokeya and various groundcovers. Along the perimeter is a detectable rain garden that catches water from the site, with biofiltration by sedges, rushes, ferns and other moist loving species. Under the shade of cedars and vine mapples is the nature understory of native salmonberry, huckleberry, red twig dogwood and native roses. The children's nature play space with logs, boulders, arbour and native plantings is an appealing play space for kids and gathering/community place for residents. This unique landscape treatment is environmentally sensitive and will also be a delight to the senses.

MATERIALS LIST

- BENCHES:** Camille backless bench, 16.5 inch by 48 inch by Victor Stanley. Joe wood slats on powder coated steel frame. Surface mounted on a concrete pad.
- WOOD FENCE:** 1 X6 cedar boards finished with Sikken's semi-transparent cedar stain
- METAL FENCE AND GATE (front):** Powder coated medium gloss black aluminum
- ARBOUR:** All wood members to be cedar, finished Sikken's semi-transparent cedar stain
- WOOD DECKS:** 6 inch cedar deck boards, finished Sikken's semi-transparent cedar stain
- PAVERS:** by Abbotsford Concrete Products, Standard Series, 4.5 by 9.0 by 2.4 inches, natural colour, herringbone pattern, with charcoal soldier course on perimeter and accent banding
- PERMEABLE PAVERS:** 'AquaPave' By Abbotsford Concrete Products Abbotsford or equivalent
- CONCRETE:** Sidewalk, walkways, driveways aprons, front porches finished in a medium broom finish. Concrete sidewalk on public property to be installed to municipal standards
- GRANITE SCREENINGS:** 9 mm crushed granite over compacted base layer
- CHILDREN'S NATURE PLAYSAPCE:** surface-Engineered wood fiber to be FIBAR or equivalent; boulders- 2-3 men granite boulders, 1'-2 men granite boulders, logs - 1.5' diameter, peeled without roots, log rounds- 2 ft. diameter rounds set 1.0 feet above ground
- PLANT MATERIAL:** All plant material are to meet current BCLNLA #1 standard and installed according to current BCLNLA standards
- GROWING MEDIUM:** by Veratec Engineered Products or equivalent, to BCLNLA standards and prepared off site, specifications are for high traffic lawn and shrub planting areas. Depths are 18 inches in shrub beds and 12 inches in lawn areas
- STRUCTURAL SOIL:** by Veratec Engineered Products or equivalent, to contain graded aggregate, growing medium and stabilizer
- ROOT BARRIER:** BY Deep Root or equivalent, 24 inch in depth.

NOTES

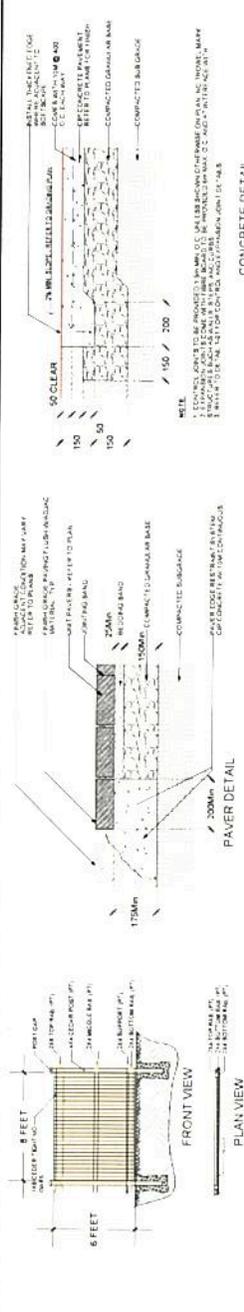
- The District of North Vancouver is responsible for the on-going maintenance of street trees on off-site areas. Please ensure that the developer is aware that on-going maintenance of shrubs/groundcovers on the off-site areas (i.e. boulevards) is the responsibility of the future property owner.
- The project landscape contractor, the project landscape architect and a District of North Vancouver Parks (DNV parks) representative must be present at the project pre-construction meeting. **If this is not possible, the developer must ensure that all three groups meet before any landscape construction work takes place onsite.**
- All plantings used in this project must first be inspected by a representative of the District of North Vancouver parks department (DNV Parks) before installation. **The District of North Vancouver has the right to refuse any or if of the selected plant material if it does not meet current BCLNLA guidelines.**

1009198 Ltd.
Attn: Kenny Gu
7530 Cornway Ave
Burnaby, BC Canada

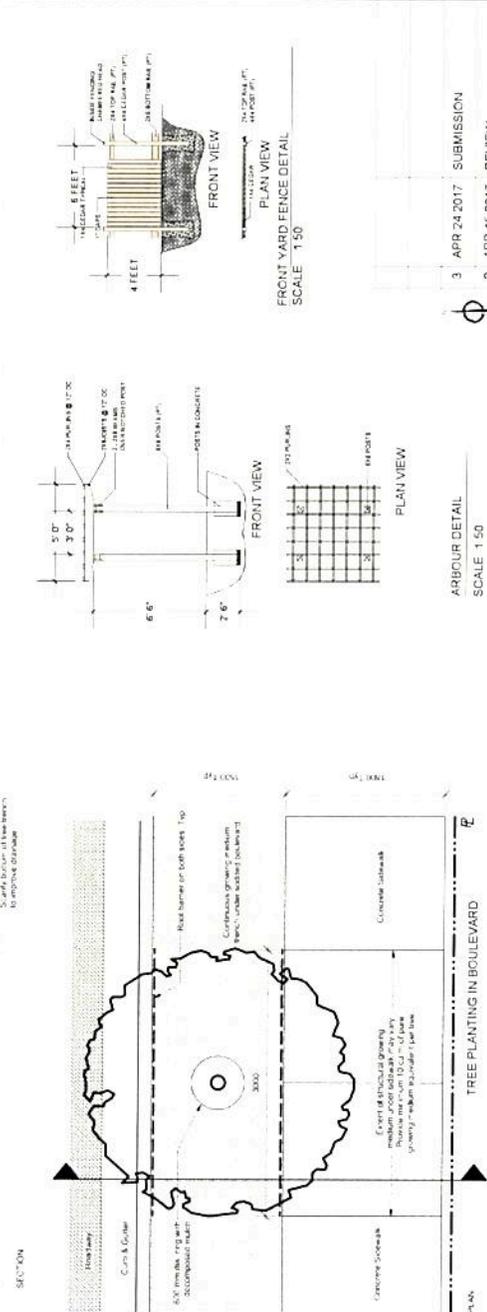
SW Landscape Architect
919 Melbourne Avenue
North Vancouver, B.C. V7R 1N8

FORSMAN GARDENS
756 + 778 Forsman Ave NORTH VANCOUVER

L8: DETAILS



SOUTH ELEVATION GARBAGE RECYCLING ENCLOSURE



3	APR 24 2017	SUBMISSION
2	APR 15 2017	REVIEW
1	Oct 11 2016	SUBMISSION

ISSUED / REVISIONS

The Corporation of the District of North Vancouver

Bylaw 8225

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 1351 (Bylaw 8225)".

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 101 CD101"

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

"4B101 Comprehensive Development Zone 101 CD 101

The CD 101 zone is applied to:

756 Forsman Avenue, LOT C OF LOT 6 BLOCK A DISTRICT LOT 613 PLAN 20979,
PID: 005-225-957
778 Forsman Avenue, LOT A BLOCK A DISTRICT LOT 613 GROUP 1 NEW
WESTMINSTER DISTRICT PLAN BCP39525, PID: 027-780-228

4B 101-1 Intent

The purpose of the CD 101 Zone is to establish specific land use and development regulations for a 8 unit townhouse project.

4B 101- 2 Permitted Uses:

The following *principal* uses shall be permitted in the CD 101 Zone:

(a) Uses Permitted Without Conditions:

Not Applicable

(b) Conditional Uses:

Residential building, multiple-family townhouse

4B 101-3 Conditions of Use

Balcony enclosures are not permitted.

4B 101-4 Accessory Use

(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

4B 101-5 Density

- (a) The maximum permitted density in the CD101 Zone is limited to a floor space ratio (FSR) of 0.45, inclusive of any density bonus for energy performance, and a maximum of 2 units;
- (b) For the purposes of calculating floor space ratio, a maximum of 285 m² of individual parking garages (3068.1 sq ft) in total on the lot and a maximum of 74.3 m² of individual unit storage (a maximum of 100 sq ft per unit) in total on the lot as well as balconies and landscape trellis are excluded.
- (c) Balcony enclosures are not permitted.

4B 101-6 Amenities

- (a) Despite subsection 4B101-5, density in the CD101 Zone is increased to a maximum floor space of 1,135.98 m² (12,228 sq ft), inclusive of any density bonus for energy performance and a maximum of 8 units, if the owner:
 - 1. Enters into a Housing Agreement prohibiting any restrictions preventing the owners in the project from renting their units; and

service facility or service / facility improvements; and/or the affordable housing fund.

4B 101-7 Maximum Principal Building Size:

Not applicable

4B 101-8 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:

Setback	Buildings (Min Setback)
Front (west property line)	4.88m (16 ft) to the building face
Rear (east property line)	6.10m (20 ft) to the building face
Side (north)	1.83m (6 ft) to the building face
Side (south)	3.05m (10 ft) to the building face

- b) Projections at the ground level are permissible as follows:

Setback	Maximum Setback Reduction
Front Yard	1.52 m (5.0 ft)

- c) Balconies and trellises are excluded from any setback requirements.

4B 101-9 Building Orientation:

Not applicable

4B 101-10 Building Depth and Width:

Not applicable

4B 101-11 Coverage:

- (a) Building Coverage shall not exceed 36%.
(b) Site Coverage shall not exceed 61%.

4B 101-12 Height:

The maximum permitted height for each building is 11.3m (37 ft);

4B 101-13 Acoustic Requirements:

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

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

4B 101-14 Flood Construction Requirements:

No basement, or habitable floor space, other than garage and storage space, shall be constructed below the established flood construction levels as identified in a flood hazard report prepared by a qualified registered professional engineer.

4B 101-15 Landscaping:

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

4B 101-16 Subdivision Requirements:

Not applicable

4B 101-17 Additional Accessory Structure Regulations:

Not applicable.

4B 101-18 Parking and Loading Regulations:

- (a) Parking spaces shall be provided on the basis of 2 spaces/unit plus 2 visitor spaces;
- (b) Not more than 5 spaces may be small car spaces;

(b) Not more than 5 spaces may be small car spaces;

(c) All parking spaces shall meet the minimum length and width standards established in Part 10 of the District of North Vancouver Zoning Bylaw.”

2.1 The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from the Residential Single Family 7200 Zone (RS3) to Comprehensive Development Zone 101 (CD 101).

READ a first time May 29, 2017

PUBLIC HEARING held

READ a second time

READ a third time

Certified a true copy of “Rezoning Bylaw 1351 (Bylaw 8225)” as at Third Reading

Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure on

ADOPTED

Mayor

Municipal Clerk

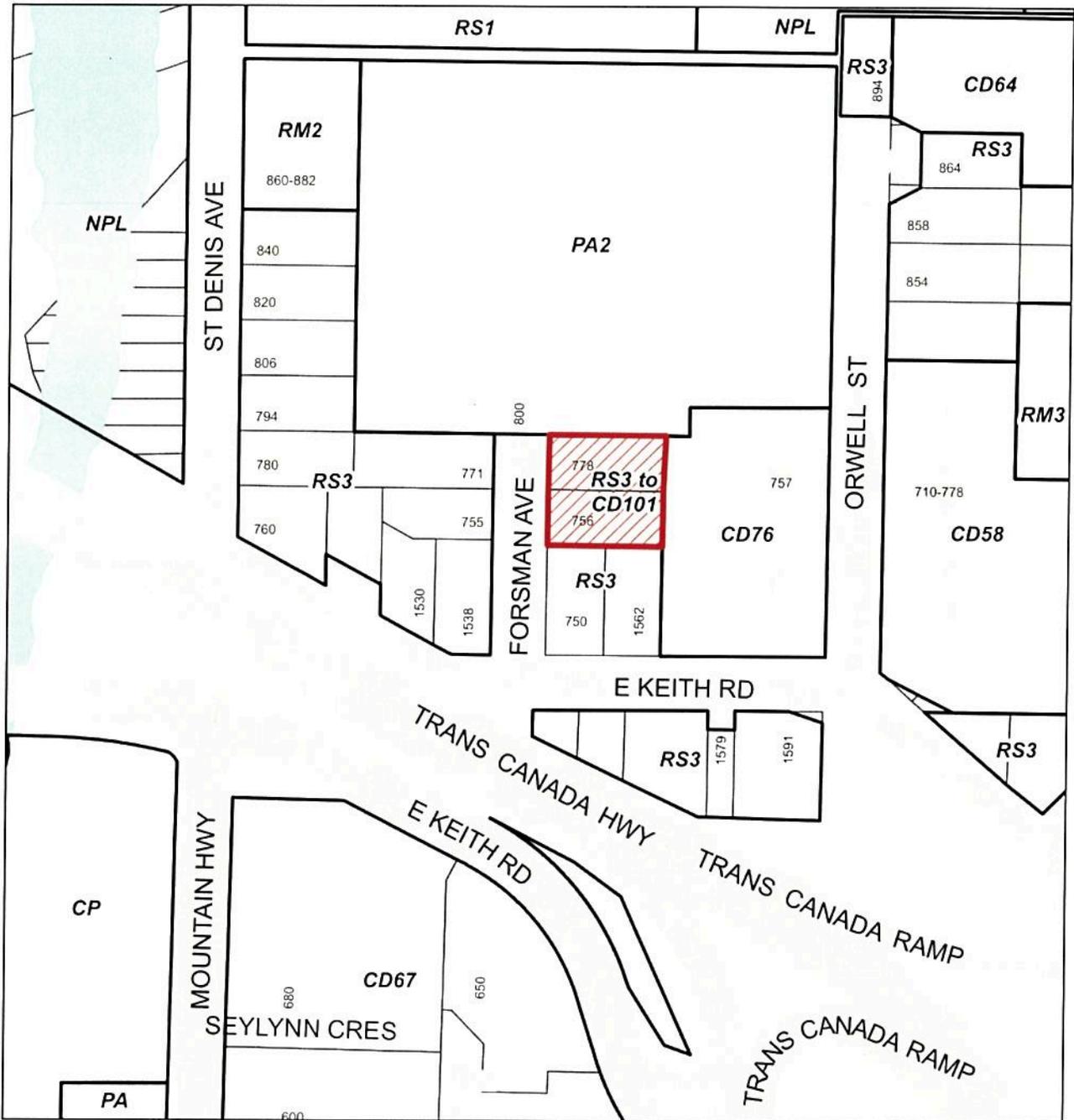
Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8225

BYLAW 8225

The District of North Vancouver Rezoning Bylaw 1351 (Bylaw 8225)



RESIDENTIAL SINGLE FAMILY 7200 ZONE 3 (RS3) TO
COMPREHENSIVE DEVELOPMENT ZONE 101 (CD101)



The Corporation of the District of North Vancouver

Bylaw 8226

A bylaw to enter into a Housing Agreement (756 and 778 Forsman Avenue)

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

1. Citation

This bylaw may be cited as "Housing Agreement Bylaw 8226, 2017 (756 and 778 Forsman Avenue)".

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 1009198 B.C Ltd., Inc.No. BC1009198 substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands:

- a) LOT C OF LOT 6 BLOCK A DISTRICT LOT 613 PLAN 20979, PID: 005-225-957
- b) LOT A BLOCK A DISTRICT LOT 613 GROUP 1 NEW WESTMINSTER DISTRICT PLAN BCP39525, PID: 027-780-228

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 May 29, 2017

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8226

SECTION 219 COVENANT – HOUSING AGREEMENT

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

BETWEEN:

1009198 B.C. LTD. (Inc. No. BC1009198), a company incorporated under the laws of the Province of British Columbia having an office at 1108 West 8th Avenue, Vancouver, BC V6H 3Z5

(the “Developer”)

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 Developer is the registered owner of the Lands (as hereinafter defined);
2. The Developer 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 Developer (the receipt and sufficiency of which are hereby acknowledged by the Developer), 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 Developer 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) *“Owner”* means the Developer and any other person or persons registered in the Lower Mainland Land Title Office as owner of the Lands from time to time, or of any parcel into which the Lands are consolidated or subdivided, whether in that person’s own right or in a representative capacity or otherwise;
- (d) *“Proposed Development”* means the proposed development containing not more than eight units to be constructed on the Lands in accordance with the Development Permit;
- (e) *“Short Term Rentals”* means any rental of a Unit for any period less than 30 days;
- (f) *“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*;
- (g) *“Unit”* means a residential dwelling strata unit in the Proposed Development; and
- (h) *“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 8226 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 in the prescribed form (the “Rental Disclosure Statement”) designating all of the Units as rental strata lots and imposing at least a 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. For the purposes of this paragraph 3.01(b), the Owner is deemed to have given a copy of the Rental Disclosure Statement to each prospective purchaser of any Unit in the building if the Owner has included the Rental Disclosure Statement as an exhibit to the disclosure statement for the Proposed Development prepared by the Owner pursuant to the *Real Estate Development Marketing Act*.

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, except that this section 3.02 does not apply to Short Term Rentals which may be restricted by the Strata Corporation to the full extent permitted by law.

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 (other than Short Term Rentals) 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 (other than Short Term Rentals).

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 or the Units contained therein from time to time as rental accommodation (other than Short Term Rentals).

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 [optional clause]

The District agrees that if the District of North Vancouver Rezoning Bylaw 3210 (Bylaw 8197), is not adopted by the District's Council before [date], 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 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 of any Unit 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:

1009198 B.C. LTD.
1108 West 8th Avenue
Vancouver, BC V6H 3Z5

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 8226.

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 COAST CAPITAL SAVINGS CREDIT UNION (the “**Chargeholder**”) is the holder of the following charges which are registered in the Land Title Office:

- (a) Mortgage CA3936408; and
- (b) Assignment of Rents CA3936409 (together, 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.

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PUBLIC HEARINGS

Tuesday, June 20, 2017, at 7 pm

District of North Vancouver Municipal Hall
355 West Queens Road, North Vancouver, BC

Two public hearings will occur consecutively in the order noted below.

Child Care Facility Business License Application 1356 Frederick Road

What:

A Public Hearing for a proposed increase to the Group Child Care (School Age) Facility License from a maximum capacity of 10 children to 17 children at 1356 Frederick Road.

What changes?

Jelly Bean Academy, located at 1356 Frederick Road, proposes to amend the Group Child Care (School Age) Facility License by increasing the maximum capacity from 10 children to 17 children. The applicant is also licenced for a preschool at the same address. The maximum capacity for the preschool is 10, this will remain unchanged.

Who can I speak to?

Cristina Rucci, Social Planner, at 604-990-2274 or ruccic@dnv.org



1356 Frederick Road
(Jelly Bean Academy)
Site Map

756-778 Forsman Avenue 8 Unit Townhouse Project

What:

A Public Hearing for Bylaw 8225, a proposed amendment to the Zoning Bylaw, to permit the development of an eight unit townhouse project.

What changes?

Bylaw 8225 proposes to amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 101 (CD101) and rezone the subject site from Residential Single-Family 7200 Zone (RS3) to CD101. The CD101 Zone addresses use, density, amenities, height, setbacks, site coverage, acoustic requirements, flood construction requirements, landscaping and parking and loading regulations.

Who can I speak to?

Darren Veres, Development Planner, at 604-990-2487 or veresd@dnv.org



Proposed*



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

How can I provide input?

We welcome your input Tuesday, June 20, 2017, 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 bylaw are available for review at the Municipal Clerk's Office or online at dnv.org/public_hearing from May 30 to June 20. Office hours are Monday to Friday 8 am to 4:30 pm, except statutory holidays.

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