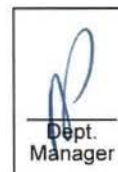


AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>March 24, 2014</u>
<input type="checkbox"/> Workshop (open to public)	Date: _____



## The District of North Vancouver REPORT TO COUNCIL

March 12, 2014  
File: 08.3060.20/063.13

**AUTHOR:** Michael Hartford, Community Planner

**SUBJECT:** Rezoning Application - Redevelopment of Lynn Valley Centre Mall  
1175 Lynn Valley Road / 1280 E. 27<sup>th</sup> Street

### RECOMMENDATIONS: It is recommended that:

1. Bylaw 8051, which rezones the subject site from a mix of C1 and C2 to Comprehensive Development Zone 80 (CD80) to enable the development of a mixed-use project with commercial space and 399 residential units, be given FIRST Reading;
2. Bylaw 8052, which authorizes a Phased Development Agreement for the project, be given FIRST Reading;
3. Bylaws 8051 and 8052 be referred to a Public Hearing;
4. Bylaw 8053, which waives Development Cost Charges for the proposed six units of affordable rental housing in the project, be given FIRST, SECOND, and THIRD reading;
5. Bylaw 8054, which authorizes a Housing Agreement to prevent future rental restrictions, be given FIRST Reading;
6. Bylaw 8055, which authorizes a Housing Agreement for the six units of affordable rental housing proposed in the project be given FIRST Reading; and
7. The Mayor and Clerk be authorized to execute all necessary documentation to implement the associated Housing Agreements.

### REASON FOR REPORT:

To obtain Council's authorization to proceed to Public Hearing with amendments to the site's zoning to accommodate redevelopment of the south portion of the existing shopping centre site with a development consisting of new retail space as well as 393 condominium units and 6 affordable rental units to be owned by a non-profit society.

Associated with the rezoning proposal are bylaws related to a phased development agreement (to secure community benefits being provided by the developer) and two housing agreements: one to preclude strata corporation restrictions on rental of condominium units and one to ensure long-term operation of the affordable rental units by a non-profit society. A bylaw is also proposed to allow for waiver of Development Cost Charges for the proposed affordable rental units to be owned and operated by a non-profit society.





**SUMMARY:**

Chris Dikeakos Architects has applied on behalf of Bosa Development Corp., the owner of the "Lynn Valley Centre" property, to rezone a portion of the mall property and the adjacent former District of North Vancouver public library site (1280 E. 27th Street) which is subject to a purchase agreement with the shopping centre owner. The intent of the rezoning application is to allow redevelopment of the subject property in accordance with the objectives for Lynn Valley Town Centre in the District's Official Community Plan (OCP) and the "Flexible Planning Framework" adopted by District Council on October 7, 2013.

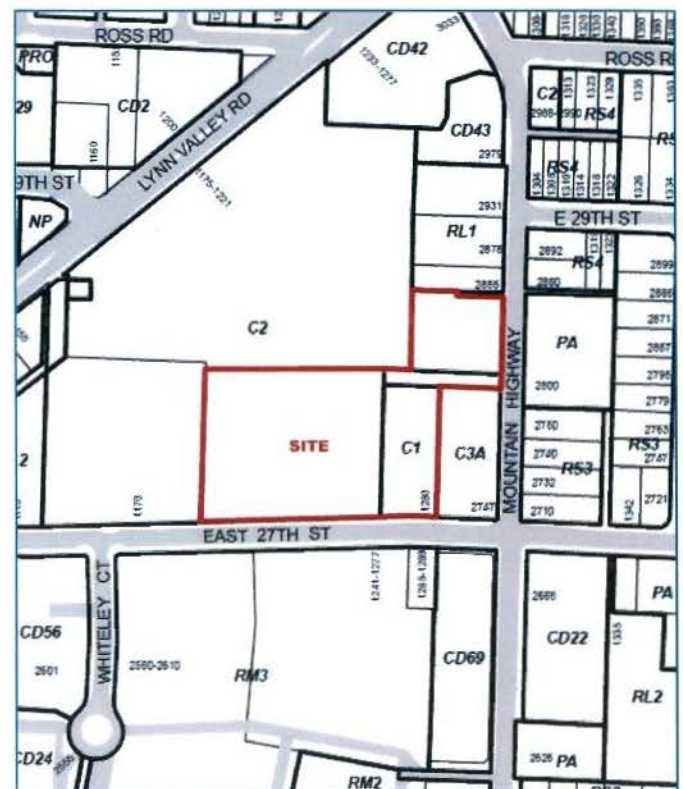
The current application deals with zoning of the land – the land use provisions such as density, building heights, and required parking. One or more development permit applications will be necessary in future in order to allow development to proceed, and more detailed designs addressing issues such as building finishes and landscape design details will be submitted and reviewed at that time.

The rezoning and phased development agreement bylaws are recommended for introduction and referral to a Public Hearing. The Housing Agreement Bylaws are recommended for introduction, while the bylaw to waive development cost charges for the affordable rental units to be owned and operated by a non-profit society is recommended for first, second and third readings.

**SUBJECT PROPERTY:**

The site is approximately 1.9 ha (4.8 acres) in size and comprises the southern portion of the existing shopping centre (primarily the former Zellers store and the existing parkade structure facing Mountain Highway), as well as the District's former public library site.

The remainder of the mall property is not part of the rezoning application. This portion of the property is intended to receive a facelift of the exterior elevations and interior finishes, but the existing shopping centre format and surface parking will remain.





The existing Safeway store, to the west of the mall, is in separate ownership and is not part of the current rezoning application.

Surrounding development consists of institutional and commercial (gas station) uses to the east, existing multi-family residential development to the south, existing commercial uses (Safeway) to the west, and a mix of commercial (the portion of the mall to remain) and multi-family residential uses to the north.

### **EXISTING POLICY:**

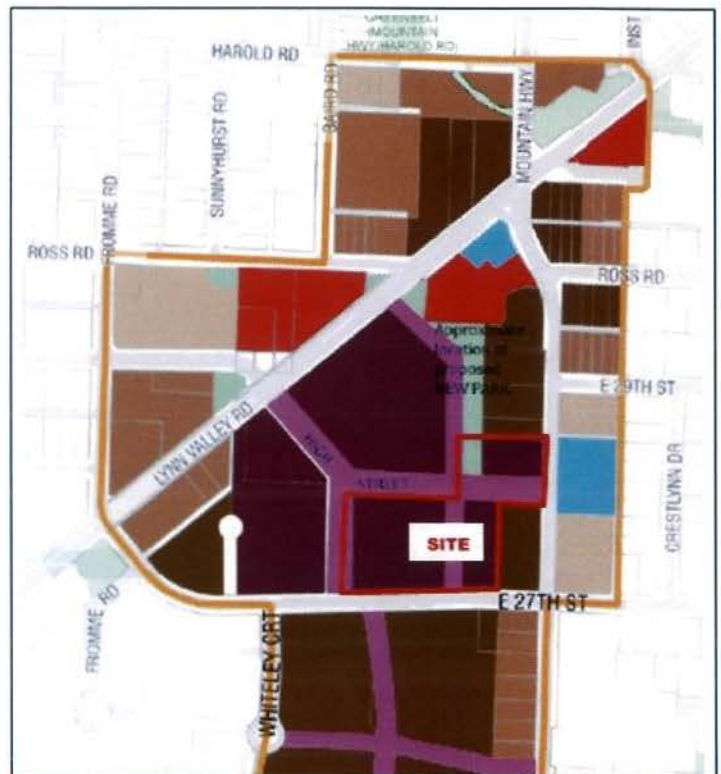
#### Official Community Plan

The site is located within the Lynn Valley Town Centre and is designated “Commercial Residential Mixed Use Level 3” in the District’s Official Community Plan.

This land use designation is intended predominantly to provide for medium to high density uses up to approximately 3.50 FSR in the District’s centres. Development in this designation may include residential or commercial uses, or a mix of these uses.

The proposed land uses (a mix of commercial and residential uses) and density (2.36 FSR) are supported by the OCP land use designation for this area.

The rezoning proposal is consistent with the specific OCP policies for Lynn Valley Town Centre which encourages the location of higher-density forms of housing in the core of the Town Centre and establishes East 27<sup>th</sup> Street as a predominantly residential street with the potential for limited retail uses on the north side of the street.



In October of 2013, District Council adopted a “Flexible Planning Framework” to guide future development in Lynn Valley Town Centre and to provide supplemental guidance to the policies contained in the OCP. Additional analysis of the project relative to the “Flexible Planning Framework” is provided in a later section of this report.

#### Zoning:

The existing zoning is a mix of C1 (the former library property) and C2 (Lynn Valley Centre property), the latter allowing for a maximum FSR of 1.75. There is no specific density limit in the C1 zone.

Rezoning is required to accommodate the project and Bylaw 8051 proposes to create a new Comprehensive Development Zone 80 (CD80) tailored specifically to this project. The proposed CD80 zone outlines permitted uses and zoning provisions for the property.

The floor space ratio (FSR) proposed approximately 2.36.

OCP and Zoning Compliance:

The table below summarizes what is currently permitted on the property under the existing zoning, as well as the OCP provisions for the site, including development anticipated under the “Flexible Planning Framework” and the proposal for rezoning as submitted.

	<b>Density</b>	<b>Floor Area</b>	<b>Number of Storeys</b>
<b>Existing Zoning</b>	1.75	33,707 m <sup>2</sup> (362,817 sq. ft.)	4
<b>OCP</b>	3.5	67,414 m <sup>2</sup> (725,634 sq. ft.)	Not Specified
<b>Flexible Planning Framework</b>	N/A	Undefined	Mix of 5 / 8 / 12 Storeys
<b>Proposal as Submitted</b>	2.36	45,232 m <sup>2</sup> (489,868 sq. ft.)	Mix of 6 / 8 / 12 Storeys

Below is a table showing the implications for community benefits arising from three scenarios for redevelopment in Lynn Valley Town Centre: development under the existing zoning, development under the OCP and the Flexible Planning Framework, and the proposed development.

<b>Redevelopment Scenario</b>	<b>Community Benefit Implications</b>
<b>Existing Zoning</b>	<ul style="list-style-type: none"> <li>• Allows for only minor frontage Improvements</li> <li>• Limited ability to improve environmental conditions of Hastings Creek Watershed without CACs from core redevelopment</li> <li>• Reduced DCC revenue may impact timing of proposed sanitary sewer upgrades and DCC listed road projects</li> <li>• Would not provide plazas and pathways in the core area</li> <li>• No new internal road, pedestrian and cycling network delivered in the core</li> <li>• No road dedication for transit exchange along E. 27<sup>th</sup> Street</li> <li>• Longer timeframe to achieve frequent transit service levels due to reduced density and population estimates</li> </ul>



Redevelopment Scenario	Community Benefit Implications
<b>OCP and Flexible Planning Framework</b>	<ul style="list-style-type: none"> <li>• Provides plazas and some pathways in the core area</li> <li>• On-site and off-site measures required as part of redevelopment to reduce run-off and enhance on-site infiltration within portion of the core</li> <li>• CAC's to include stream habitat enhancement projects for Hastings Creek Watershed</li> <li>• Sanitary sewer and road Infrastructure improvements partially funded through redevelopment</li> <li>• Portion of internal road, pedestrian and cycling network delivered in the core area improving connectivity and walkability</li> <li>• Road dedication for transit exchange along E. 27<sup>th</sup> Street</li> <li>• Densities supportive of provision of frequent transit service</li> <li>• Potential contribution for highway interchange improvements through redevelopment to improve Lynn Valley Road access to the Highway</li> <li>• opportunity to achieve housing in a portion of the core</li> <li>• More people in the centre, mixed use development and greater walkability would likely enhance economic vibrancy</li> <li>• Generally supports the vision for a mixed-use, pedestrian, biking and transit oriented heart with enhanced public realm and infrastructure improvements</li> </ul>
<b>Proposal as Submitted</b>	<ul style="list-style-type: none"> <li>• Allows for benefits outlined under OCP and Flexible Planning Framework implementation option noted above</li> <li>• Offers a Community Amenity Contribution package including six units of affordable rental housing, road improvements at Hwy. 1 and Lynn Valley Road, cash in the amount of \$1.5 million to fund future childcare, public art, trail improvements, and environmental enhancements</li> </ul>

#### Development Permit Areas

The subject property is designated within Development Permit Areas for the following purposes:

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

A detailed review of development permit issues will be provided in a future report should the application proceed through the rezoning bylaw amendment process.

#### Strata Rental Protection Policy

Corporate Policy 8-3300-2 "Strata Rental Protection Policy" applies to this project as the rezoning application would permit development of more than five residential units. The policy requires a Housing Agreement to ensure that future strata bylaws do not prevent owners from renting their units. Bylaw 8054 is provided to implement this policy and to ensure that the condominium units will not be subject to any future strata corporation rental restrictions.

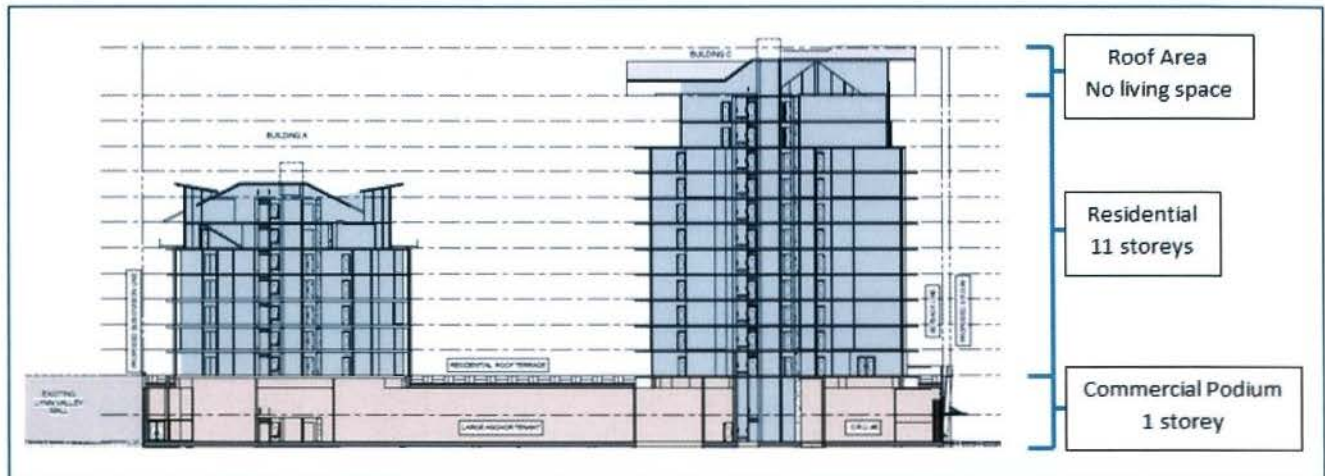


## ANALYSIS

### Project Description:

The application proposes a rezoning to accommodate a redevelopment with 399 residential units (377 apartments and 22 townhouses) in six buildings ranging in height from four to twelve storeys. Four of these buildings include a single storey commercial podium structure.

A cross-section drawing showing the general configuration of the project is below:



A summary of the heights and number of storeys of the proposed buildings is listed below:

Building	Height Proposed
Building A	8 Storeys 31.7 m (104.0 ft.)
Building B	12 Storeys 45.72 m (150.0 ft.)
Building C	12 Storeys 45.72 m (150.0 ft.)
Building D	4 Storeys 16.8 m (55.0 ft.)
Building E	7 Storeys 26.1 m (85.5 ft.)
Building F	6 Storeys 23.8 m (78.0 ft.)
Commercial Podium	1 Commercial-height Storey 7.62 m (25.0 ft.)

New commercial space proposed is approximately 4,645 m<sup>2</sup> (50,000 square feet), located in a single storey podium beneath four of the proposed buildings. This space includes a single large grocery store of approximately 3,633 m<sup>2</sup> (39,100 sq. ft.) as well as smaller “storefront” retail tenancies. The net change in commercial space is a reduction of approximately 20,000 square feet, as the space occupied by the previous “Zellers” store (approximately 6,500 m<sup>2</sup> or 70,000 square feet) is proposed to be demolished. Ceiling height in the podium element, in order to accommodate the proposed grocery store tenant, is 20 feet (6.1 meters).

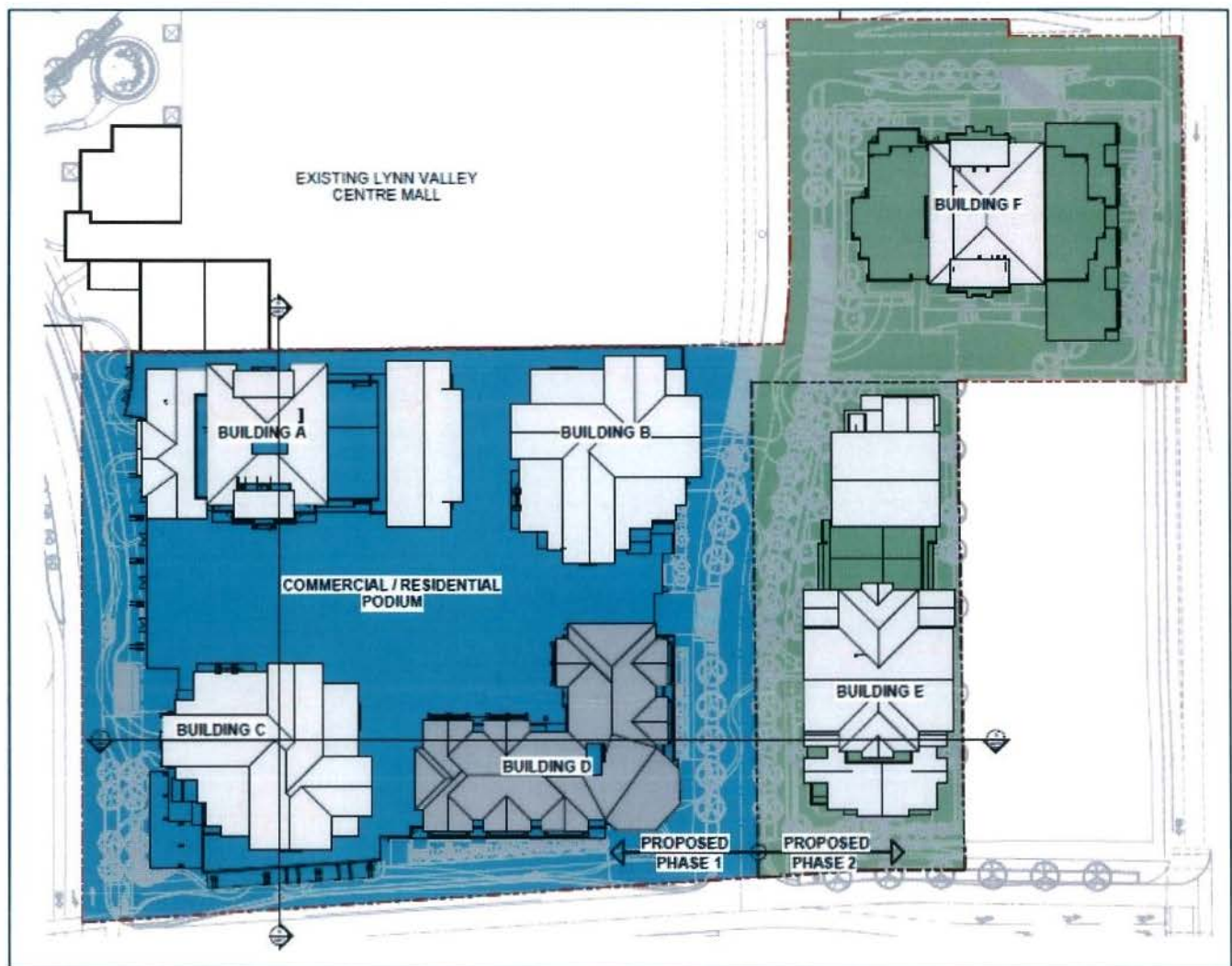


Six of the proposed dwelling units (one in each of the proposed residential buildings) are proposed to be acquired by a non-profit society at a reduced purchase price (approximately \$150,000 below market value) to allow their operation as affordable rental units for residents with disabilities.

The FSR proposed on the re-developed portion of the site is approximately 2.36.

New roadways are proposed at the east and west sides of the proposed development, in accordance with the planning objectives for Lynn Valley Town Centre. Parking proposed is 871 stalls (all underground) in the re-developed portion of the site, with an additional 425 surface parking stalls to remain on the balance of the mall property.

The site plan for the development is shown below, with buildings A through F identified:



Rendered images of the project are shown below:



**Artist's Rendering of East side of New "High Street" – Looking toward East from Existing Safeway**



**Artist's Rendering of North side of E. 27th Street - Looking toward North-west**





**View north from E. 27<sup>th</sup> Street on proposed new internal street**



**View to south-east showing northerly public plaza space  
and future revitalized mall exterior**



The project's architectural plans are included as Attachment A to this report and a more detailed site layout of the project is shown below:



Implementation Planning Framework for Lynn Valley Town Centre:

Significant planning work has taken place over the last 15 years to inform the objectives for Lynn Valley and Lynn Valley Town Centre. In 1998, the District adopted the Lynn Valley Local Area Plan which identified Lynn Valley as a Town Centre for the District. In 2007 a steering committee was formed to help identify appropriate targets and suitable process for the new OCP and in the period 2007-2009, design charrettes and workshops were held to identify concepts for the town centre. During 2009-2011, a public engagement process on the update to the District's OCP was undertaken, culminating in the adoption of the OCP in June of 2011.

More recent implementation planning work in 2012 and 2013 has included consultation on a range of development options for Lynn Valley Town Centre, with a focus on building form, density, and amenity objectives.



In October of 2013, District Council adopted a “Flexible Planning Framework” to guide future development at Lynn Valley Town Centre and to provide supplemental guidance to the policies contained in the OCP. For the subject site, the flexible planning framework identifies building heights of up to 5 storeys on the area fronting Mountain Highway, up to 8 storeys for the former Zellers and former District Library portion of the site, with consideration for buildings of up to 12 storeys on these portions of the site, subject to certain performance standards.

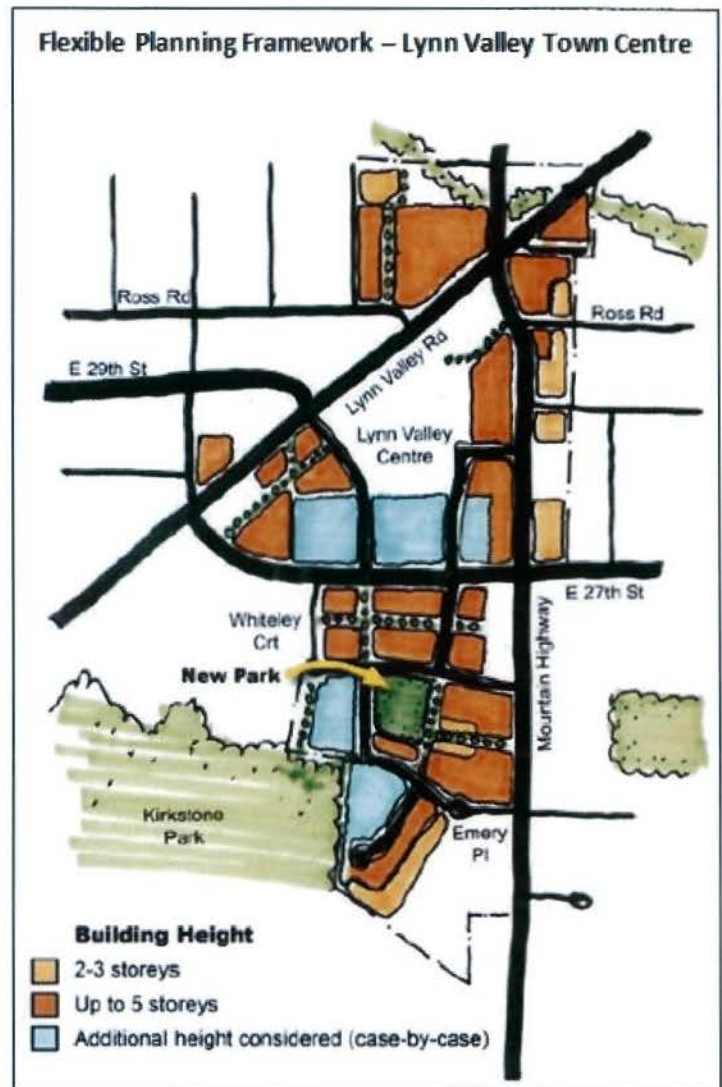
While generally consistent with the spirit of the flexible planning framework, one of the buildings proposed (“Building F” at the north-east portion of the site) is higher than the building heights specified in the framework. Building F is proposed as six storeys, while the framework suggests a maximum of five storeys in this location.

In terms of a rationale for the six-storey height of Building F, the sixth floor of this building is significantly smaller than other floors at approximately 293 m<sup>2</sup> (3,200 sq. ft.) in size with lower floors in the 929 m<sup>2</sup> (10,000 sq. ft.) The applicant has noted that the six storey building form allows for the building to taper to its roof, with smaller floorplates at the upper levels, and helps to reinforce the architectural expression of the “mountain village” theme.

The intent of the planning framework was to be flexible in nature with consideration possible for building heights up to 12 storeys on the portions of the subject site occupied by the former Zellers store and the former District library. Buildings of this height are expected to be reviewed on a case-by-case basis provided specific criteria can be met.

The specific criteria are:

- Building design is reflective of a mountain village character
- Demonstrated design excellence
- Retention of key public vistas to the mountains
- Community amenity contribution and open space provision
- Demonstrated community support
- Transportation and infrastructure improvements
- Exemplary sustainability measures





A brief analysis of the subject development proposal relative to each of these performance criteria is noted below:

**“Building Design and Demonstrated Design Excellence”**

Overall the proposed project design, including the two proposed 12 storey buildings, is reflective of a mountain village character. Conceptual design proposals show a commitment to design excellence and quality in material choices and input from the District’s Advisory Design Panel has been positive. Should the application proceed, detailed design work will be undertaken at the development permit stage. Design excellence for the project will be confirmed as part of the design review at this stage through both District Planning Department staff and the Advisory Design Panel.

**“Retention of Key Public Vistas to the Mountains”**

The placement, orientation and massing of taller buildings for the proposed development is generally compatible with the objective to retain key vistas to the mountains from public spaces and streets. A view analysis has been submitted that demonstrates retention of public vistas to the mountains along the High Street corridor looking north to the mountains. The results of a view analysis show that key views to the north will be retained with a minor intrusion into the east side of the view cone area. Through further refinement of the buildings at the development stage it may be possible to eliminate this intrusion.

The view analysis has helped to confirm that the streetwall height proposed and the setbacks of the buildings from the east side of High Street, as well as the use of sloping rooflines and smaller upper level floorplates, are useful techniques in protecting northerly views along High Street toward the mountains.

**“Community Amenity Contributions and Open Space Provision”**

A site specific package of community amenities has been resolved for this project (see separate section of this report on Community Amenity Contributions).

Public plaza spaces are proposed at the south-west (E. 27<sup>th</sup> Street and High Street) and north-west portions (mid-point High Street) portions of the development site. These areas would be completed by the applicant with suitable public realm improvements, and projected by statutory right-of-way to ensure public access. These areas have the potential to be significant gathering spaces for Lynn Valley Town Centre, and give the success of the “village square” space at Lynn Valley Library, it would be anticipated that these plazas would help to create a network of active public spaces to help animate Lynn Valley Town Centre.

The applicant has submitted a shadow study to demonstrate that the proposed development does not adversely shadow the proposed public spaces and adjacent properties. The results of this study show that identified outdoor public spaces have good access to sun in the Spring and Autumn equinox periods at 10:00 am, 12:00 pm, 2:00 pm and 4:00 pm, with only a small amount of shadowing on the proposed north plaza at 10:00 am.

**“Demonstrated community support”**

A range of opinions exist regarding re-development at this site. The consultation with the community over the last two years has focussed on issues like project character, building form, amenities, the public realm, and transportation issues.



The applicant has undertaken an extensive consultation process with the community, including setting up a “storefront” in Lynn Valley Centre shopping mall to share their ideas for the re-development of the site, and to receive feedback.

Input from residents at and following the Public Information Meeting held February 19, 2013 was representative of a variety of opinions regarding development generally, and the specifics of this re-development proposal. Overall, the comments made at the meeting, and opinions expressed in written submissions show a level of support for the rezoning proposal, including the proposed 12-storey buildings.

#### “Transportation and infrastructure improvements”

The proposal includes a number of improvements to transportation systems and to infrastructure, both on-site and off-site. The proposal allows for the first phases of the creation of a new road system to serve Lynn Valley Centre, with the securing of new roadway areas. A transit hub, to be created at the expense of the developer, is proposed on the north side of E. 27<sup>th</sup> Street. Road and boulevard improvements on the frontages of the property will include improved sidewalks, street trees, streetlighting, cycle lanes and landscaping.

A significant road improvement project at Lynn Valley Road and Highway 1 is proposed to be funded by the developer in order to improve vehicle access to Lynn Valley as a whole.

#### “Exemplary Sustainability Measures”

The applicant has committed to a LEED® “Gold” standard for sustainability in this project. Landscape design which includes absorbent landscapes, native plant materials, rain gardens, infiltration areas, pervious paving and green roofs are all elements that are proposed to reduce runoff and assist in meeting the targets set out to assist in protection and rehabilitation of Hastings Creek. The specifics of landscape design and stormwater management systems will be resolved as part of future development permit applications for the site.

### **Technical Analysis of the Project**

#### Transportation Analysis:

Transportation issues are a key issue in the success of re-development at Lynn Valley Town Centre. The applicant has submitted a transportation study (completed by BWV Transportation Consultants) outlining the existing and anticipated traffic to be generated from the site.

A summary of total trips to and from the shopping centre shows that in the weekday afternoon peak hour (the peak 60 minutes in the 4 to 6 p.m. period) with the Zellers store operating, there were a total of 2,620 vehicle trips. Following the closure of the Zellers store, there were 1,610 vehicle trips in this same period.

The project is expected to generate 670 vehicle trips in the afternoon peak hour, with 180 of these associated with the residential units and 490 associated with new commercial uses at the site. The transportation study noted that only a portion of the anticipated trips associated with commercial uses would be new trips: up to 30% of the anticipated trips (approximately 145 in the peak hour) would be traffic already present on the adjacent street system that would be there regardless of whether or not it stopped to patronize businesses at the shopping centre.



The conclusion of the traffic analysis was that in the afternoon peak hour there would be an estimated 525 net new vehicle trips anticipated on the adjacent street system as a result of the development taking place. This is a decrease of up to 485 vehicle trips from the number of trips documented when the Zellers store was operating.

Applying the 525 anticipated trips to various intersections surrounding the subject site found that the anticipated traffic volumes are less than the projected 20 year volumes as set out in the District's transportation study for Lynn Valley Town Centre. The final conclusion was that intersection operating conditions for nearby intersections will still be within acceptable limits.

#### Opportunities for Transportation System Improvements:

The District's Transportation Plan for Lynn Valley proposes a series of transportation improvements for driving, taking transit, walking and cycling in the town centre area. It is anticipated that the transportation network will function well over the next twenty years and the assumptions of the transportation plan were based on a higher level of density than is accommodated by the current Lynn Valley Flexible Planning Framework. For the average trip in the Town Centre area, the total increase in delay per vehicle would be less than 30 seconds in the worst case scenario in 20 years. As a result of signal operation improvements, lane continuity, removal of turning restrictions, and overall circulation enhancements, safety benefits at intersections are anticipated.

District staff are currently working closely with the Ministry of Transportation and Infrastructure on ways to move forward with highway improvements in the Lower Lynn area to help ease congestion on Highway 1. The current redevelopment project includes an opportunity to add a southbound vehicle travel lane to ease congestion on Lynn Valley Road southbound beneath Highway 1, funded by the developer as part of their community amenity contribution.

Transit service is an important element for the success of Lynn Valley Town Centre, and an increase in the population in the core of the Town Centre has the potential to trigger implementation of a frequent transit level of service sooner than the status quo. The North Shore Area Transit Plan identifies future frequent transit corridors serving the Town Centre and TransLink is currently working to explore ways to improve system efficiency, and increase funding for improved transit services, both of which can help lead to transit improvements for Lynn Valley.

Creating improved conditions for walking and cycling are key objectives of implementing the District's OCP. The redevelopment proposal allows opportunities for improvements to accommodate active and healthy transportation in the town centre, including improved facilities for cyclists of all ages and abilities including cycle lanes on the proposed High Street and improved sidewalks and pedestrian lighting through and surrounding the development site.

#### Construction Traffic Management

Each phase of the development will be responsible for establishing a detailed construction traffic management plan to minimize the impacts of development activity on traffic in the area. The requirement for this plan will be listed as a condition of the development covenant for the project.

#### Vehicle Parking

Vehicle access to the site is proposed via new roads to be created by the project in the east portion of the site, and at the west side of the site (proposed new High Street).



All parking is proposed in two underground garages – a three level garage for the east portion of the site, and a four level garage (including two levels of commercial parking and two levels of residential parking) for the west portion of the site. Access to the garage areas is proposed from three separate driveway ramps.

Zoning bylaw requirements for parking in the project would be 205 stalls for commercial uses, and 759 stalls for residential uses (including visitor parking) for a total of 964 parking stalls.

The District OCP includes as Section 5.1 (8) the statement that reductions for parking requirements should be considered for new developments in centres well served by transit as ways to encourage alternate modes of transportation and to increase housing affordability.

The applicant has taken into consideration the OCP provisions regarding parking for town centres, and is proposing a total of 871 stalls, all underground, in the re-developed portion of the site. Commercial parking proposed is 272 stalls (which meets the minimum required in the Zoning Bylaw) and residential parking proposed includes 548 stalls for residents and 51 spaces for visitors – a total of 599 residential stalls, or 1.5 parking spaces per dwelling unit.

An additional 425 surface parking stalls would remain on the balance of the mall property.

As some dwelling units would have one parking stall and some would have two, it is anticipated that units will be sold with one parking stall, with the option to purchase a second. In order to ensure that any unsold stalls are eventually in the control of the strata corporation, a restrictive covenant will be required to specify that any “unsold” parking spaces be transferred to the ownership of the Strata Corporation not sooner than 12 months following the transfer of the last dwelling unit from the developer to a purchaser.

The applicant has proposed electric vehicle charging facilities in the project and would provide “Level 1” 110 volt outlets (over-night charging) for a minimum of 20% of the proposed parking stalls, distributed throughout the garage. “Level 2” 240 volt outlets (approximately five-hour charging) would be available to up to 3% of the parking stalls or approximately 26 stalls.

Loading facilities for the project are proposed to include two large loading bays to serve the commercial functions, both located at the west side of the internal roadway and two smaller bays one on “High Street” and one on the east side of the internal roadway.

Given the site’s location in the Lynn Valley Town Centre boundary, the proposed parking and loading approach at the site appears reasonable and supportable.

#### Bicycle Parking:

The development proposes to provide 2 secured bicycle parking spaces for each dwelling unit, parking for commercial uses (which might serve either customers or employees of the commercial units), as well as visitor bicycle parking which could be shared by commercial or residential users. Indoor bicycle parking spaces (secured and weather-protected) and exterior bicycle parking spaces (adjacent to the entrances of buildings for visitors to the site) would be provided as noted in the table below and as noted in the proposed CD80 zone.



Land Use	Secured Bicycle Parking	Exterior/Visitor Bicycle Parking
Residential	A minimum of 2.0 spaces per dwelling unit (798 spaces)	A minimum of 1 space per each 20 dwelling units (20 spaces)
Commercial Uses	A minimum of 1 space per 139 m <sup>2</sup> (1,496 sq. ft.) of commercial floor area (33 spaces)	A minimum of 1 space per 232 m <sup>2</sup> (2,497 sq. ft.) of commercial floor area (20 spaces)

In addition to bicycle parking, a bicycle service area and bicycle wash facility are proposed in the project. The bicycle parking proposed exceeds the requirement in the District's Zoning Bylaw, and this parking, in addition to the other facilities to support cycling, should help to support alternate transportation options for residents and visitors to the site.

Off-site improvements:

The application includes improved street frontages with street tree plantings and streetlight upgrades, including pedestrian lighting, curb, gutter, and paving improvements, along the existing and proposed roadways adjacent to or within the development.

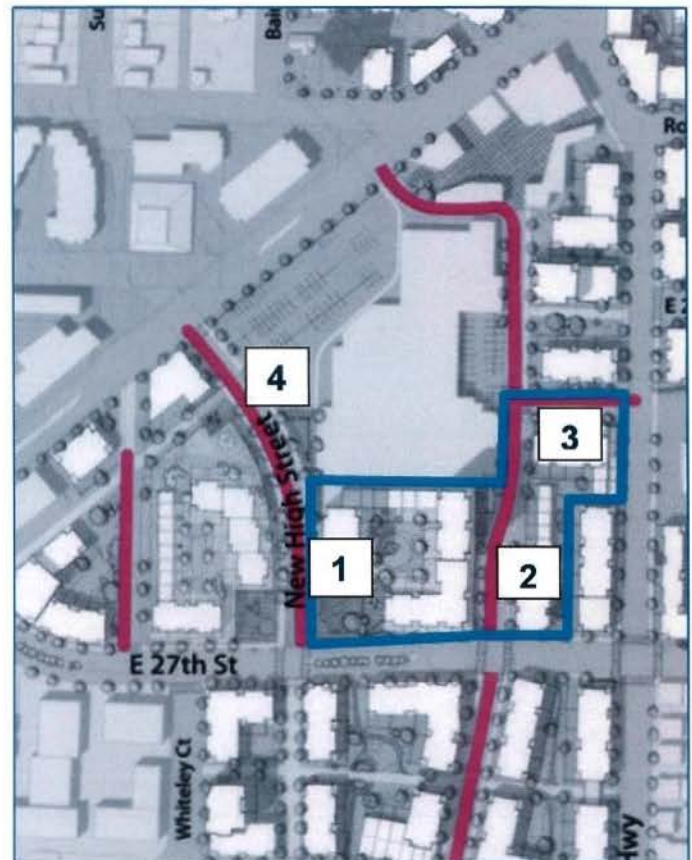
On the north side of E. 27<sup>th</sup> Street, a significant investment in transit infrastructure will be installed with the development applicant being responsible for the creation of an on-street transit hub – one of the objectives of the Lynn Valley Transportation Plan. The transit hub will allow for improvements in transit service in Lynn Valley Town Centre, as well as allowing a safe a convenient location for transit vehicle lay-over as well as passenger boarding. Detailed building design for this portion of the project will include weather protection and attractive streetscape elements to ensure this is a safe and comfortable space for transit users.

The development will be responsible for the construction of three new roadway areas:

- the east half of the north/south portion of "High Street" at the west side of the property (1)
- an internal road in the east portion of the project providing access from E. 27<sup>th</sup> Street (2)
- a portion of the eventual east/west "High Street" (3)

The project will also provide a right of way to secure public access for the northerly portion of "High Street" connecting to Lynn Valley Road (item "4" on map).

A map showing all the roadways proposed for the town centre (in pink) is included here for reference with the approximate development site boundary outlined in blue.





### Landscaping

A conceptual landscape plan has been submitted with the rezoning application showing concepts for the public realm areas, including those areas along adjacent streets.

Plaza features are shown at the north-west and south-west portion of the re-developed portion of the site, facing High Street.

The roof area of the commercial podium is proposed to be landscaped as an attractive multi-use amenity space for the residents of the four buildings atop the commercial podium. Features proposed for this area include a number of gathering spaces, children's play area, and an outdoor kitchen.

Should the rezoning proposal proceed, a more detailed review of landscape issues will be included in the development permit report.

### Housing Objectives:

For this site a full range of housing unit sizes is encouraged to accommodate the needs of first time home buyers, urban families and empty nesters. As per the District's Strata Rental Protection policy, the applicant is entering into a housing agreement (under Bylaw 8054) which will prohibit the implementation of any future restrictions on the operation of units as private rentals.

### Adaptable Housing:

The need for adaptable design features to accommodate "aging in place" and occupancy by those with varying levels of disabilities has been reviewed with the applicant.

The applicant's proposal for the project is that 95% of the apartment units will meet the BC Building Code requirements for adaptable design provisions. Adaptable design features meeting the District's "Level 3" adaptable guidelines will be provided in 5% of the units (a total of 20 units) which include the six affordable housing rental units.

The 23 townhouse units will be reviewed for inclusion of adaptable features as part of the development permit review process, but are not proposed to meet a particular standard under the District's guidelines.

The provisions for adaptable design features will be secured in a restrictive covenant on the property.

### Affordable Rental Housing:

As part of the Community Amenity Contribution for this project, the applicant has offered six apartment units including "Level 3" adaptable design features to be sold at a discounted price per unit of approximately \$150,000 below market value.

These units are intended to provide affordable rental housing for persons with disabilities and to be owned and operated by a non-profit society.

Housing Agreement Bylaw 8055 requires that a non-profit society will operate the units at a rental target such that housing expenditures would equal not more than 30% of gross income for households earning not more than 75% of the District's median household income.

Environmental Issues:

As the original shopping centre was constructed in the early 1970's, there is no current system in place for treating or detaining stormwater from the site and drainage flows directly to Hastings Creek. This has some implications for the health of the creek and to help address this, the servicing plan for the proposed redevelopment project will include a stormwater management plan that incorporates features such as rain gardens and stormwater detention areas. The landscaped roof of the proposed commercial podium will play a key role in managing run-off from the site.

The community amenity contribution package for the project also includes a proposal for \$250,000 in improvements to Hastings Creek.

From a sustainability point of view, the project will meet a LEED® "Gold" standard, and will include the option for future connectivity to a district energy system, should one be identified for Lynn Valley.

Acoustic Regulations

As the property abuts Mountain Highway, an arterial roadway, proposed Rezoning Bylaw 8013 includes the District's residential acoustic regulations for maximum noise levels in the bedrooms, living areas and other areas of the units. If the rezoning proceeds, the applicant will be required to provide a report from a qualified noise consultant confirm that the building/glazing design will enable these standards to be met as a condition of a development permit.

Development Cost Charges and Development Cost Charge Waiver:

It is proposed that the six units to be owned and operated by a non-profit society as affordable rental housing be exempted from the District's Development Cost Charges. Doing so will reduce the cost of supplying these units to a non-profit society. Bylaw 8053 proposes to waive the District development cost charges for the proposed six units of affordable rental housing in the project.

At current rates, effective November 1, 2013, the waiver would amount to a total of \$29,243 for the six units. The remaining District Development Cost Charges payable on the project are estimated at approximately \$3.9 million.

Green Building Measures:

Compliance with the Green Building Strategy is mandatory given the project's need for rezoning and will be secured in the development covenant required for the project.

The applicant has indicated that they expect to achieve a minimum of 64 points under the LEED® rating system, with an additional 13 points listed as "likely" to be achieved. The minimum necessary to achieve LEED® "Gold" is 60 points.

The project's overall energy performance includes 11 points in the "Energy and Atmosphere" category under LEED® which exceeds the District's policy target of 6 points.

Details of the sustainability features of the development, as the mechanical systems for the building are finalized. These details will be summarized as part of the development permit review for the project, including compliance with the guidelines applicable to the "Energy and Water Conservation and Reduction of Greenhouse Gas Emissions" development permit area.



**COMMUNITY AMENITY CONTRIBUTION:**

The District's Community Amenity Contribution (CAC) Policy requires an amenity contribution for projects including an increase in residential density. The CAC proposal for this project includes six housing units to be offered for purchase by a non-profit society at approximately \$150,000 below market value. These units would be operated by a non-profit society as affordable rental units for persons with disabilities. The total value of this amenity is approximately \$900,000.

An amount of \$1.6 million is being offered to fund transportation improvements in Lynn Valley, including the proposal for road widening of Lynn Valley Road beneath the existing Highway 1 overpass. Additional amenity targets within the CAC package include Hastings Creek watershed improvements, enhancements to trails in the area, and a contribution toward future childcare and adult day-care in Lynn Valley Town Centre.

An amount of \$500,000 is being offered by the developer to fund public art at the site. The public art proposal will be subject to review by the District's Public Art Advisory Committee, but the general intent would be to locate art in multiple areas of the site, with a focus on the public plaza areas.

The community amenity contribution obligations in the form of cash, which the District may use at its discretion, transportation improvements, six units of affordable rental housing, and the public art commitment, have been included in the Phased Development Agreement authorized by Bylaw 8052. A summary of the CAC components and other identified benefits proposed for this project is provided in the table below.

<b>Estimated Value of Community Benefits</b>	<b>Value</b>
<b>Community Amenity Contribution</b>	<b>Package Value of \$4,500,000</b>
• Lynn Valley Transportation Improvements , including upgrade at Hwy. 1 and Lynn Valley Road	
• Affordable Rental Housing for Residents with Disabilities	
• Hastings Creek Watershed Improvements	
• Enhancements to trails	
• Public Art	
• Future Childcare / Adult-care	
<b>Other Community Benefits</b>	<b>Value</b>
Development Cost Charges	\$ 3,910,000 (estimated)
Offsite Upgrades, including transit hub on E. 27 <sup>th</sup> Street	Up to 15% of construction costs
Net purchase of Library Parcel (excluding allocated CAC's)	\$ 8,200,000
Annual Estimated Increase to Tax Base	\$ 400,000.00 (estimated)
Adaptable Housing	
Road Dedications and ROW	
<b>TOTAL:</b>	<b>\$17,010,000</b> Plus value of offsite upgrades, adaptable housing, and road dedications/rights of way



## **IMPLEMENTATION:**

Implementation of this project will require consideration of a rezoning bylaw (Bylaw 8051), a phased development agreement bylaw (Bylaw 8052), two Housing Agreement bylaws, one to allow for on-going rental of strata units in the building (Bylaw 8053) and one to formalize the arrangements regarding operation of the four units to be owned by the Non-profit society (Bylaw 8054), and a bylaw to reduce to zero the amount owing in development cost charges on the units to be owned by the Non-profit society (Bylaw 8055).

Bylaw 8051 (Attachment C) rezones the subject properties from a mix of General Commercial 1 (C1) and General Commercial 2 (C2) to a new Comprehensive Development 80 Zone (CD80) which:

- establishes the permitted residential and commercial uses;
- allows home occupations as an accessory use;
- establishes the maximum permitted floor area on the site;
- establishes setback and building height regulations;
- incorporates acoustic requirements; and
- establishes parking regulations specific to this project.

Bylaw 8052 establishes the authority for a Phased Development Agreement to secure the amenity contributions in the project.

Bylaws 8053 and 8054, (Attachments C and D, respectively) authorize the District to enter into Housing Agreements to ensure that the proposed units remain available as rental units and that the six units to be owned by a non-profit society are operated in perpetuity as affordable rental units.

Bylaw 8055 (Attachment E) allows for waiver of the District's development cost charges on the six proposed non-profit society.

A legal framework will be required to support the project and it is anticipated that a development covenant will be used to secure items such as the details of off-site servicing and airspace parcel subdivision requirements. Additional legal documents required for the project will include:

- subdivision plan showing road dedications
- statutory right of way to secure public access to on-site plaza areas
- statutory right of way for north extension of High Street to Lynn Valley Road
- statutory right of way for proposed internal road in east portion of project
- development covenant to reference the general form and layout of project as well as requirements for off-site servicing and on-site public features
- green building covenant
- stormwater management covenant
- covenant to secure adaptable design features
- covenant to specify that any "unsold" parking spaces be transferred to strata corporation
- covenant to require sale of six units to a non-profit society for operation as affordable rental units
- registration of housing agreement regarding prohibition of rental restrictions for strata units
- registration of housing agreement regarding operation of four units to be owned by a non-profit society as affordable rental units



**CONCURRENCE:**

Staff

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

Advisory Design Panel

The application was considered by the Advisory Design Panel on February 13, 2014.

The Panel adopted a motion as follows:

*THAT the ADP has reviewed the proposal, and commends the applicant for the quality of the proposal and recommends **APPROVAL** of the rezoning proposal **SUBJECT** to the applicant giving consideration to the comments from the Panel members and the District Urban Design Planner in the future development permit applications for this project.*

**MOTION CARRIED**

Staff have reviewed the Panel's comments with the applicant, as well as the input received at the Public Information Meeting (reviewed below). The applicant has made a number of adjustments to reflect this input. Changes made to the project include:

- overall mass reduction with modification to the roof structures
- reconfiguring of two of the commercial units to allow for a larger public plaza area at the south-west corner of the site and the creation of an additional open space to the north
- north elevations of Buildings "A" and "B" have been pulled-back from the edge of the portion of the shopping mall to be retained.
- taller building elements have been expressed more clearly on the exterior of the commercial podium building to allow them to "connect with the ground"
- roof overhangs on the buildings' pitched roofs have been reduced by 0.6 m (2 ft.)
- unit layouts and building shapes have been adjusted to allow building separations to increase
- east setback of proposed "Building E" has been increased from 3.0 m (10 feet) to 4.5 m (14.8 ft.) to improve liveability and allow separation from future development
- roof massing adjustments and the addition of a distinct break have been used to reduce the scale of proposed "Building E"

Additional items will be reviewed at the development permit stage to ensure that building and public realm designs take into account comments from the ADP review.

Review by School District 44

School District 44 was provided a copy of the application materials and asked to confirm that students expected to reside in the development can be accommodated.

The School District has advised that they reviewed school capacity issues as part of the work toward the District's OCP and that their intention is to accommodate additional students at existing nearby school sites. No concern with the development proposal has been expressed by the School District.

## **PUBLIC INPUT:**

### Public Information Meeting

The applicant held a facilitated Public Information Meeting for the project on February 19, 2014 at the former “Zellers” retail space at Lynn Valley Centre shopping mall.

Notices were distributed to 904 addresses within approximately a 100 metre radius of the site. Three signs were placed on the property to notify passersby of the meeting, and advertisements were placed in the North Shore News on February 9<sup>th</sup> and 14<sup>th</sup>.

The meeting was attended by approximately 527 residents.

The overall tone of the meeting was generally balanced both in support and opposition to the proposal. A total of 34 speakers were heard at the meeting, representing everyone who declared a desire to speak. Of those who spoke, 11 speakers noted support for the project and 5 speakers noted opposition. The remaining 18 speakers had comments regarding issues related to specifics of the project, such as the design of public spaces, amenities that might be considered in the project, or transportation issues in Lynn Valley. The facilitator’s report of the Public Information Meeting is included as Attachment B to this report.

A total of 72 comment sheets were received either from submissions at the Public Information Meeting, in the period following. Twenty-two of the sheets indicated support for the proposal, 19 indicated opposition, and 31 sheets expressed comments including a mix of support and opposition, or referring to general issues in the area.

The main topics raised in the 34 comments at the meeting and the opinions expressed in the 72 written comments sheets included the following:

- support for additional density at this location
- concerns with existing traffic in Lynn Valley and that the proposal will make it worse
- appreciation for the mix and design of the buildings
- the need for alternative ways to get around, such as improved transit
- desire for housing options the development could offer, including housing for young people
- opposition to density and heights proposed
- appreciation for the developer listening to the community
- desire for a greater range of amenities in the project
- concern with congestion on Highway 1 and at the existing North Shore bridges
- support for the Lynn Valley Road / Hwy 1 interchange improvement proposal
- concerns with school capacity
- support for the project as a way to help revitalize Lynn Valley

Overall, of all those who made comments, the largest number of comments were related to traffic and building height, with a second grouping of comments related to transit, affordability, and amenities.

### Community Association Input:

The project was circulated to the Lynn Valley Community Association at the time of the public information meeting. No comments to date have been received from the Community Association.



**CONCLUSION:**

This project allows for the revitalization of the existing Lynn Valley Centre shopping mall, as well as assists in implementation of the District's Official Community Plan objectives for Lynn Valley Town Centre. The proposed mixed-use redevelopment project includes the creation of 399 dwelling units (six that would be owned by a non-profit society and operated as affordable rental units), allows for a significant road improvement at the intersection of Lynn Valley Road and Hwy. 1, and offers a community amenity contribution package which supports trail and environmental improvements, public art, and future childcare and adult daycare in Lynn Valley.

The details of the building, landscape, and streetscape designs will be provided in one or more future development applications. The rezoning proposal is now ready for Council's consideration.

**Options:**

The following options are available Council's consideration:

- 1) Introduce Bylaws 8051 (Rezoning Bylaw), 8052 (Phased Development Agreement, 8054 (Housing Agreement precluding Rental Restrictions), and 8055 (Housing Agreement for Affordable Rental housing), refer Bylaws 8051 and 8052 to a Public Hearing, and grant First, Second, and Third readings to Bylaw 8053 (DCC Waiver for affordable rental housing), all as noted in Staff Recommendations 1 through 7 on Page 1 of this report.
- 2) Defeat Bylaws 8051, 8052, 8053, 8054 and 8055 at First Reading.

Respectfully submitted,

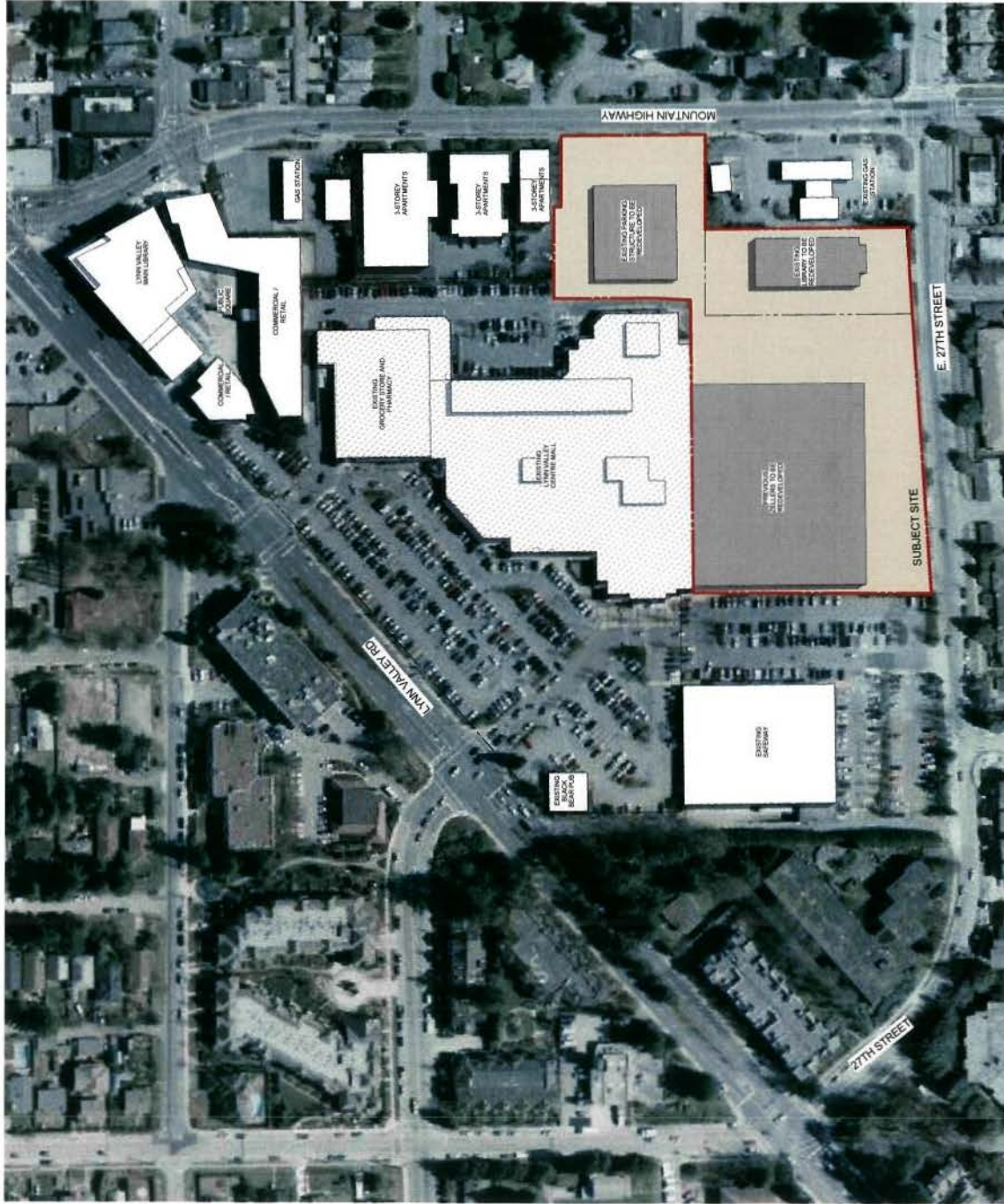


Michael Hartford  
Community Planner

**Attachments:**

- A. Reduced Project Plans (Architectural and Conceptual Landscape)
- B. Facilitator's Report - Public Information Meeting
- C. Bylaw 8051 – Rezoning Bylaw (Proposed CD80)
- D. Bylaw 8052 – Phased Development Agreement Bylaw
- E. Bylaw 8053 – DCC Waiver for Affordable Rental Housing units
- F. Bylaw 8054 – Housing Agreement Bylaw (Prohibition of rental restrictions)
- G. Bylaw 8055 – Housing Agreement Bylaw (Operation of six units of affordable rental housing)

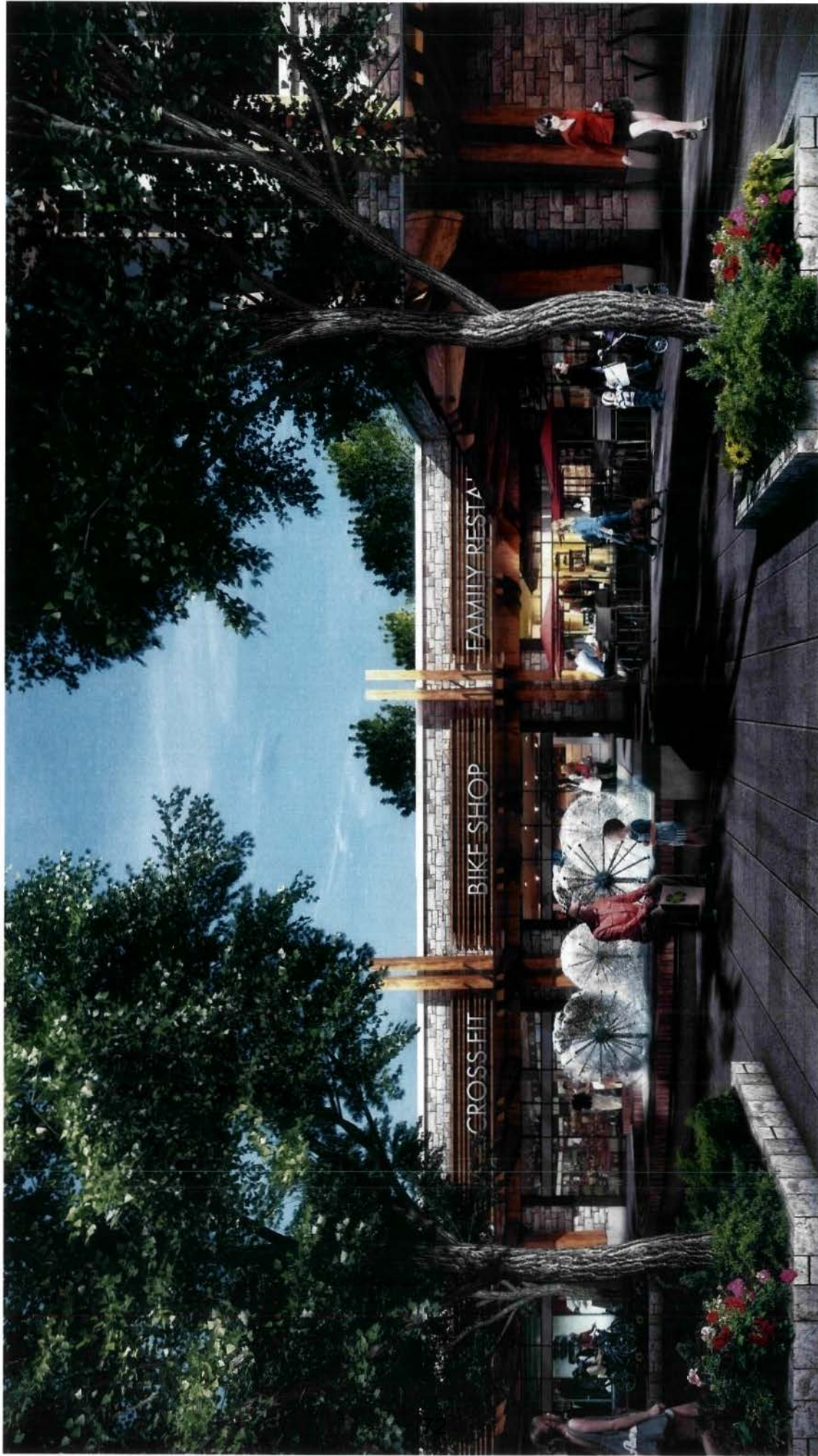
REVIEWED WITH:		
<input checked="" type="checkbox"/> Sustainable Community Dev. _____	<input type="checkbox"/> Clerk's Office _____	External Agencies:
<input checked="" type="checkbox"/> Development Services _____	<input type="checkbox"/> Communications _____	<input type="checkbox"/> Library Board _____
<input type="checkbox"/> Utilities _____	<input checked="" type="checkbox"/> Finance _____	<input type="checkbox"/> NS Health _____
<input type="checkbox"/> Engineering Operations _____	<input checked="" type="checkbox"/> Fire Services _____	<input type="checkbox"/> RCMP _____
<input checked="" type="checkbox"/> Parks & Environment _____	<input type="checkbox"/> ITS _____	<input type="checkbox"/> Recreation Com. _____
<input type="checkbox"/> Economic Development _____	<input checked="" type="checkbox"/> Solicitor _____	<input type="checkbox"/> Museum & Arch. _____
<input type="checkbox"/> Human resources _____	<input type="checkbox"/> GIS _____	<input checked="" type="checkbox"/> Other: <b>SD44</b>











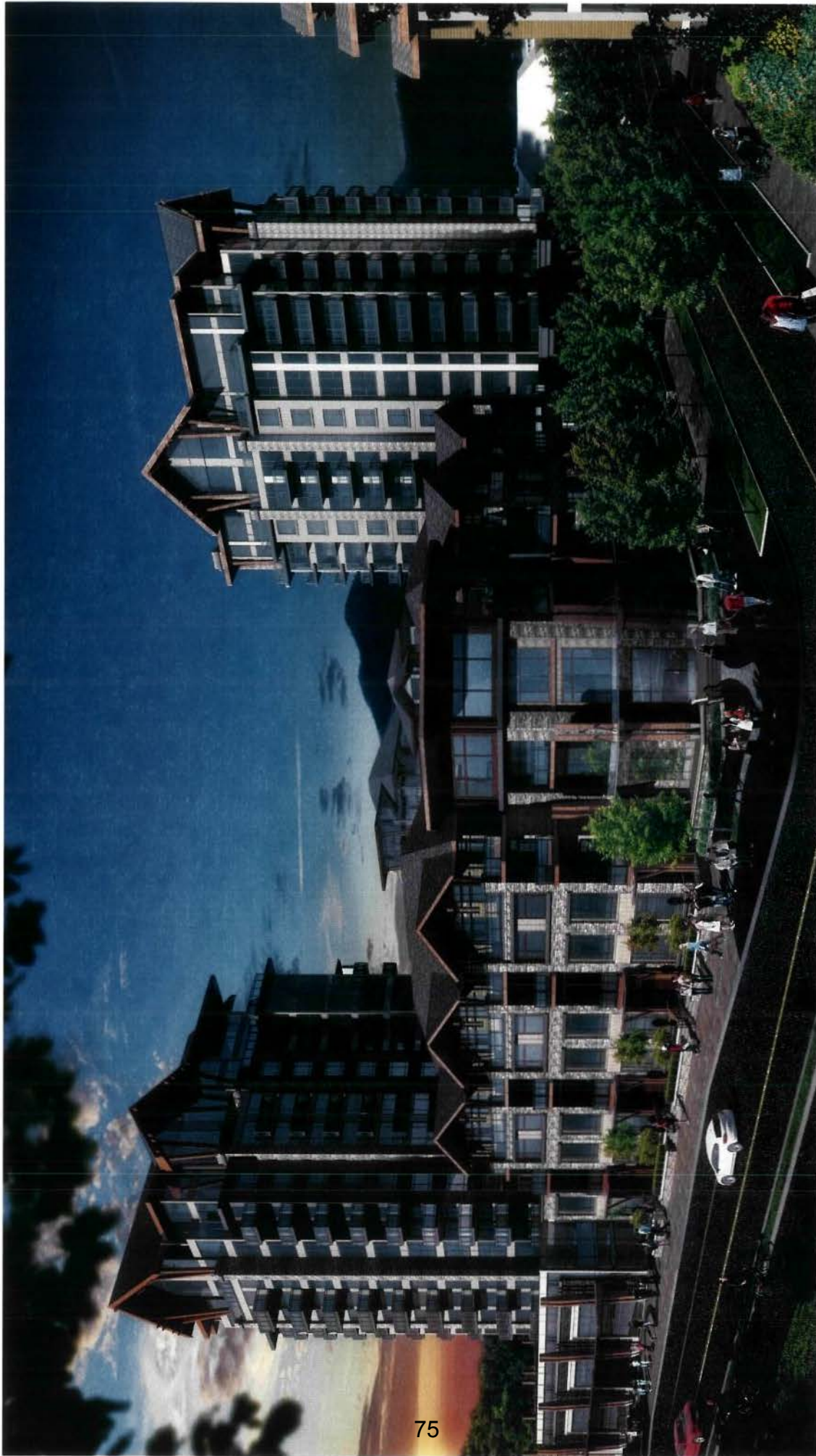




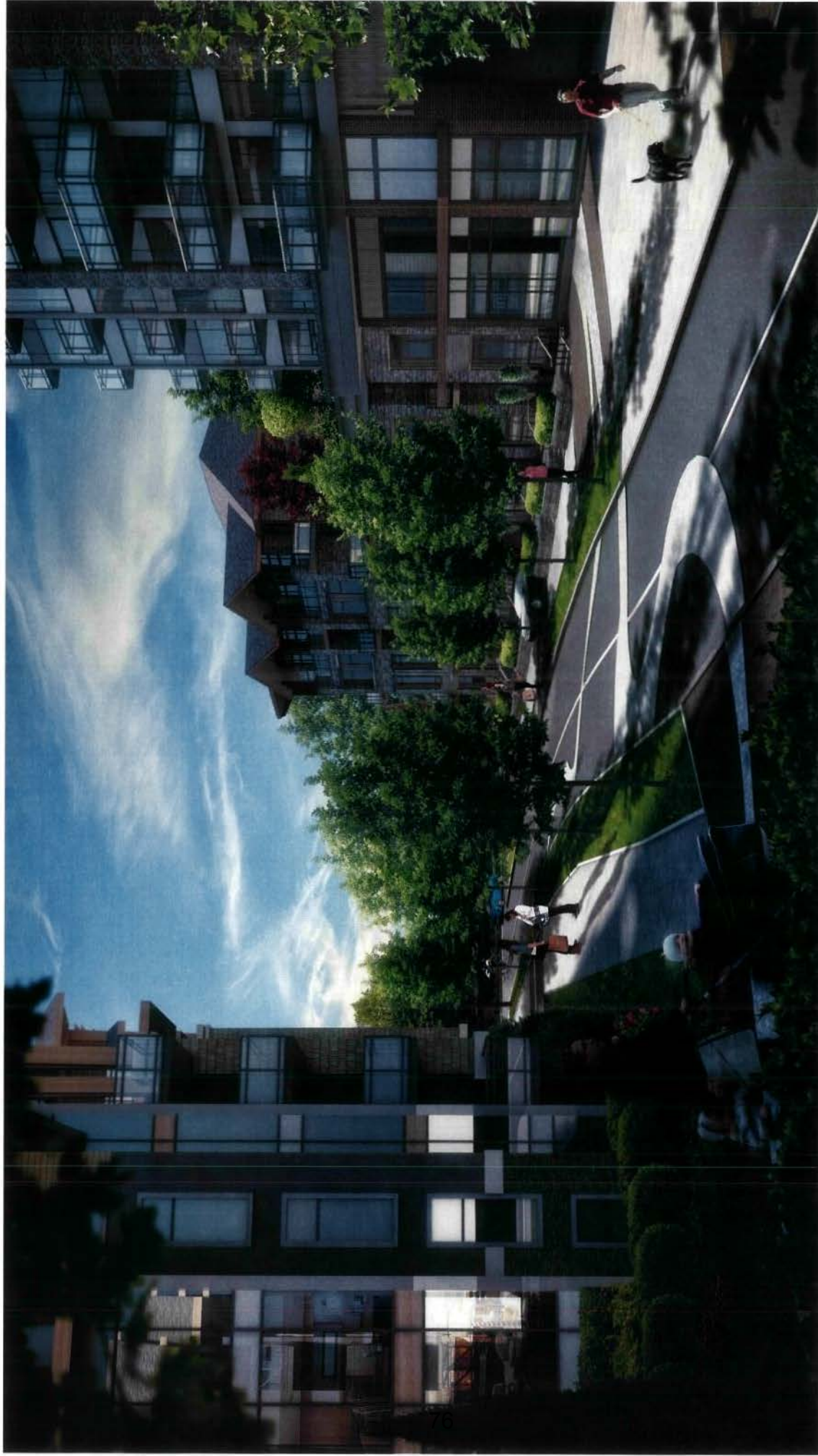




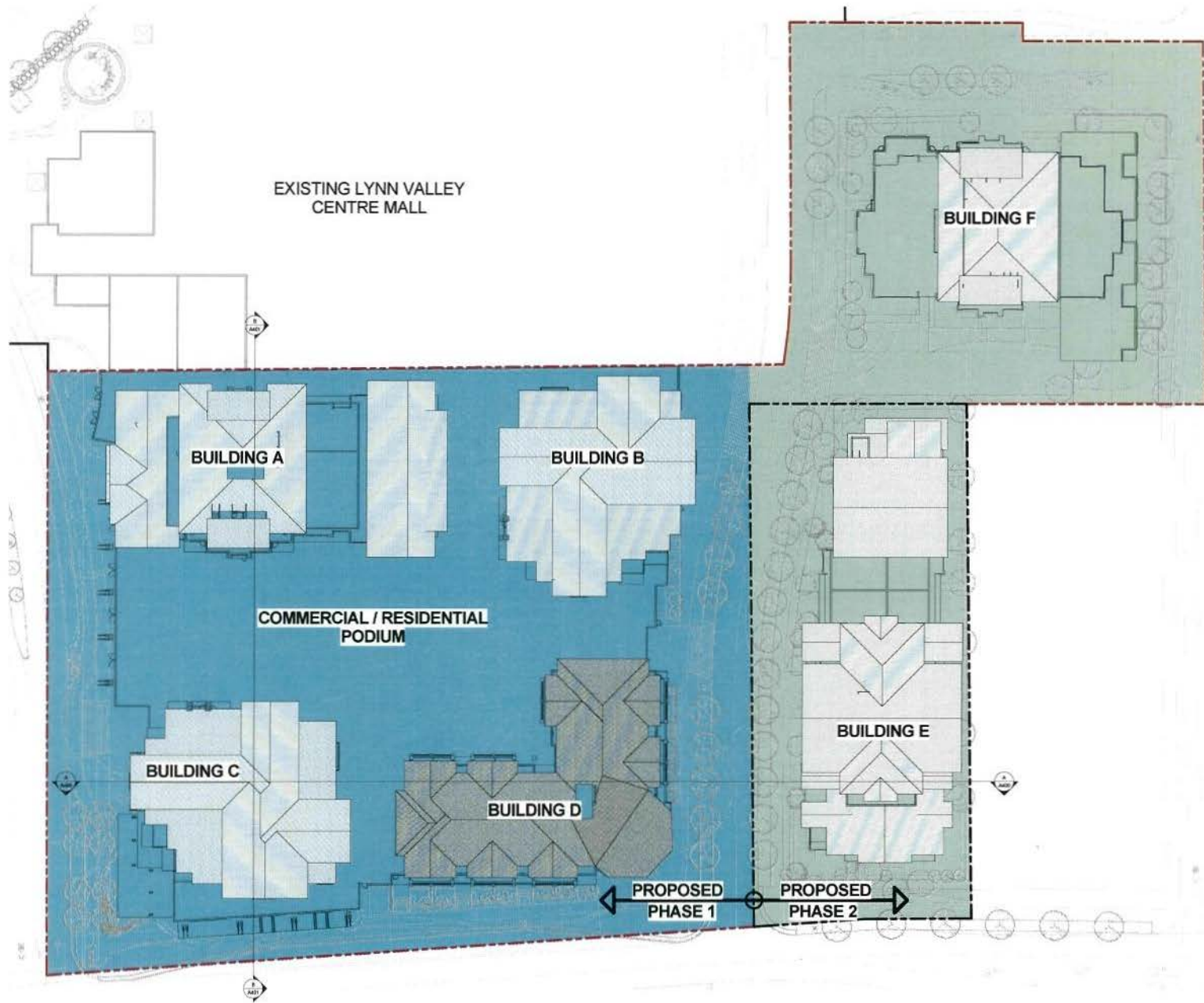












ATTACHMENT A.8.

















① OVERALL ELEV. - WEST (HIGH STREET)  
1/16" = 1'-0"



② OVERALL ELEV. - SOUTH (27TH STREET)  
1/16" = 1'-0"





① OVERALL ELEV. - EAST LIBRARY LANE  
1/16" = 1'-0"



② OVERALL ELEV. - NORTH PARK ST. (B)  
1/16" = 1'-0"



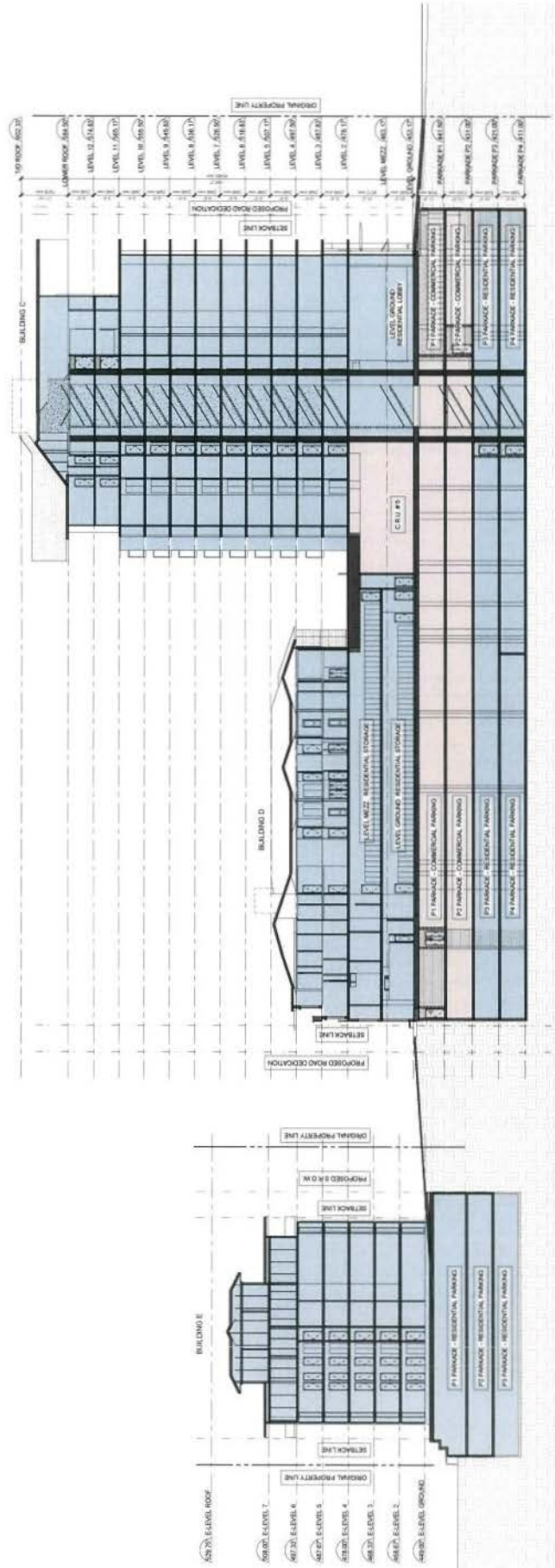








- LEGEND
- MAJOR STREET
  - COMMERCIAL
  - RESTAURANT
  - COMMUNITY RECREATIONAL
  - PUBLIC COMMON
  - SERVICE
  - RESIDENTIAL
  - RESIDENTIAL COMMON
  - RES. UTILITY PARKING









SPRING EQUINOX - MARCH 21 / AUTUMN EQUINOX - SEPTEMBER 21



10:00 A.M.

SPRING EQUINOX - MARCH 21 / AUTUMN EQUINOX - SEPTEMBER 21



12:00 P.M.

SPRING EQUINOX - MARCH 21 / AUTUMN EQUINOX - SEPTEMBER 21



2:00 P.M.

SPRING EQUINOX - MARCH 21 / AUTUMN EQUINOX - SEPTEMBER 21



4:00 P.M.

SUMMER SOLSTICE - JUNE 21



10:00 A.M.

SUMMER SOLSTICE - JUNE 21



12:00 P.M.

SUMMER SOLSTICE - JUNE 21



2:00 P.M.

SUMMER SOLSTICE - JUNE 21



4:00 P.M.



CHRIS DIAKIOS  
ARCHITECTS INC.

**LYNN VALLEY MIXED-USE DEVELOPMENT**  
1175 - 1221 LYNN VALLEY ROAD AND 1280 E. 27th STREET,  
NORTH VANCOUVER, B.C.

SHADOW STUDY  
SCALE:

ISSUED FOR REZONING  
MARCH 07, 2014



A500

ATTACHMENT A.18

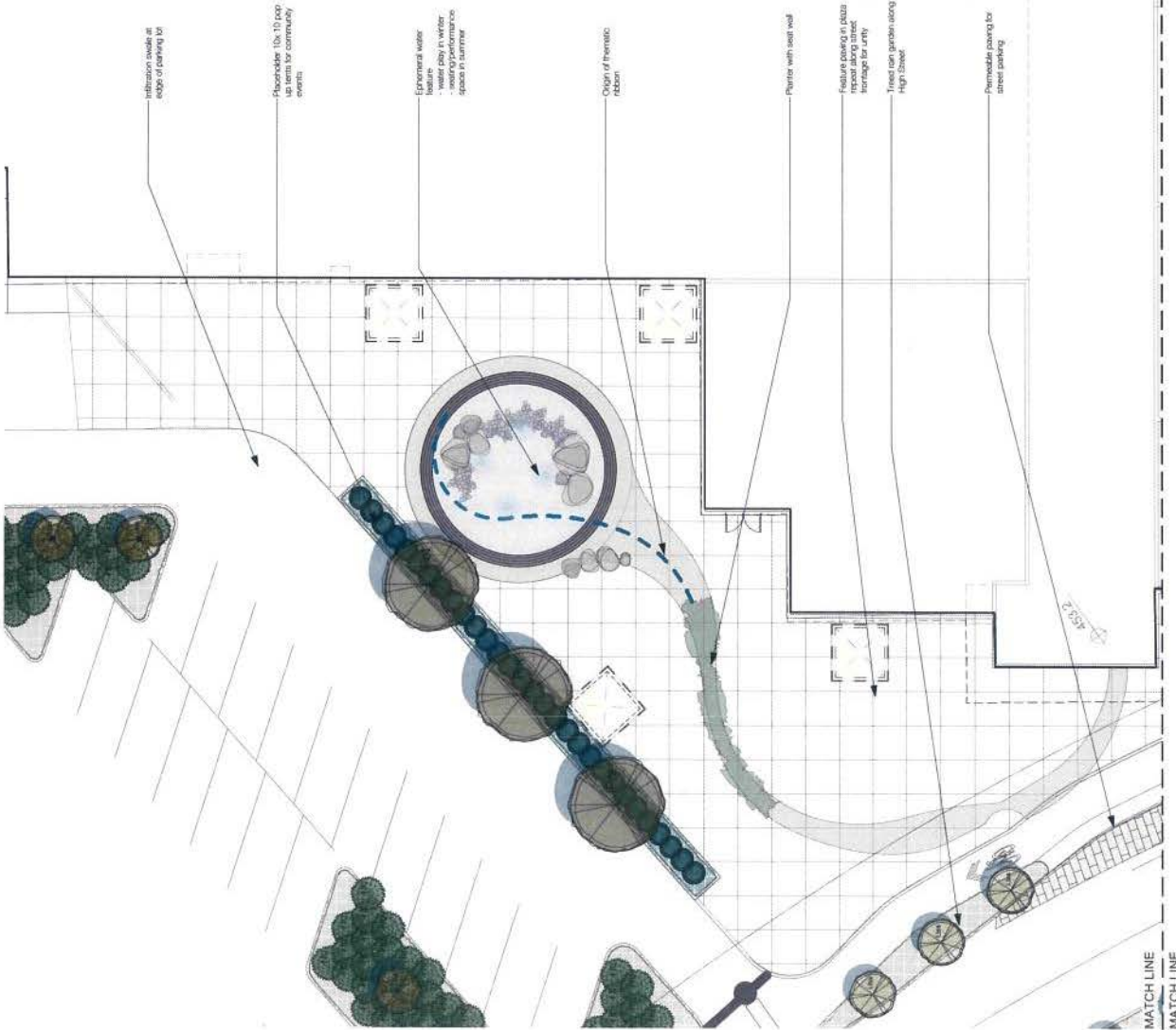






MATCH LINE

# ATTACHMENT A.20



MATCH LINE

CONCEPT PLAN GROUND: AREA 1

LYNN VALLEY MIXED-USE DEVELOPMENT  
1175-1221 LYNN VALLEY ROAD, NORTH VANCOUVER, B.C.

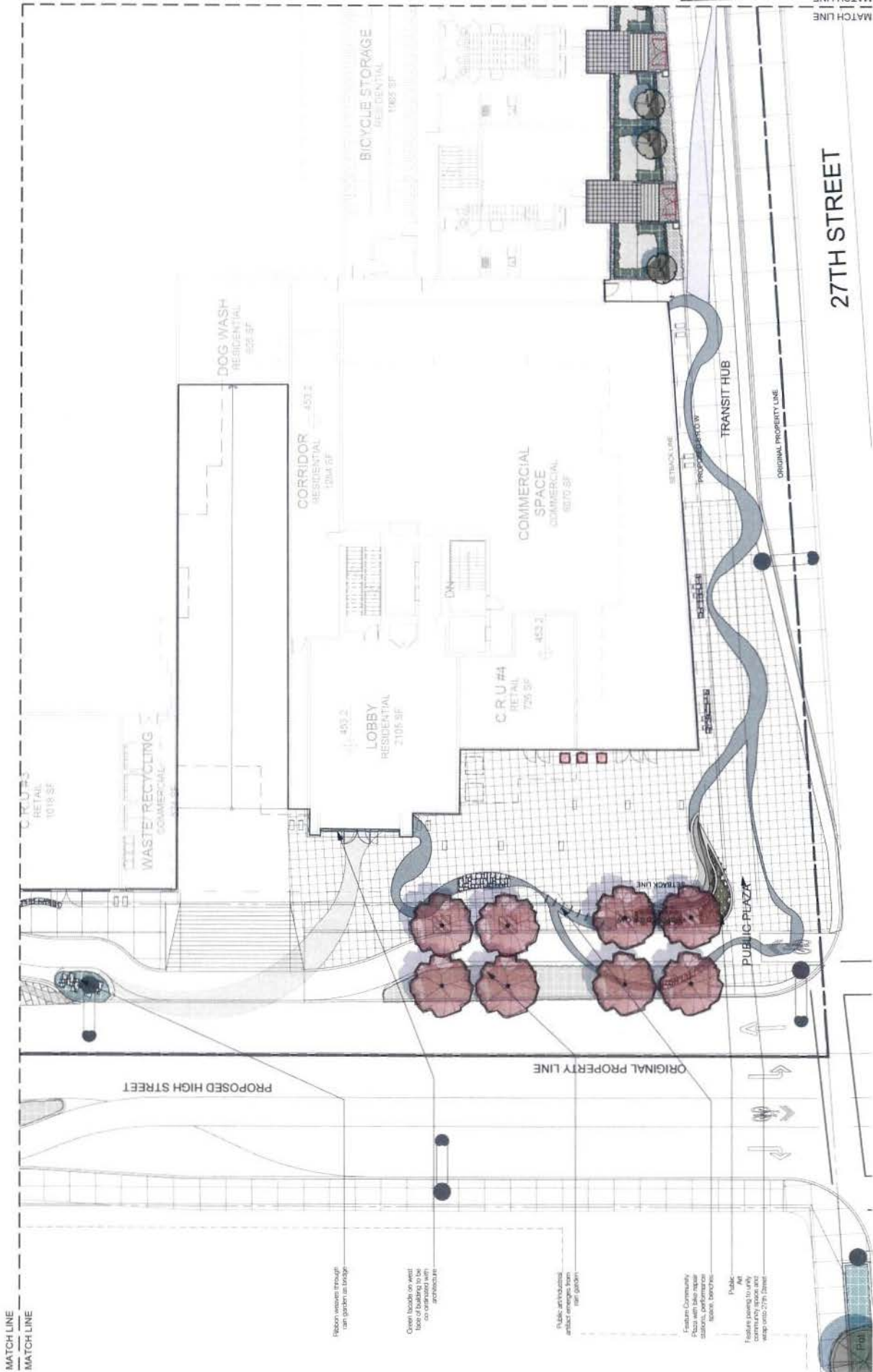


MARCH 7, 2014

SCALE: 1/8" = 1'-0"

L1.1





ATTACHMENT A.21

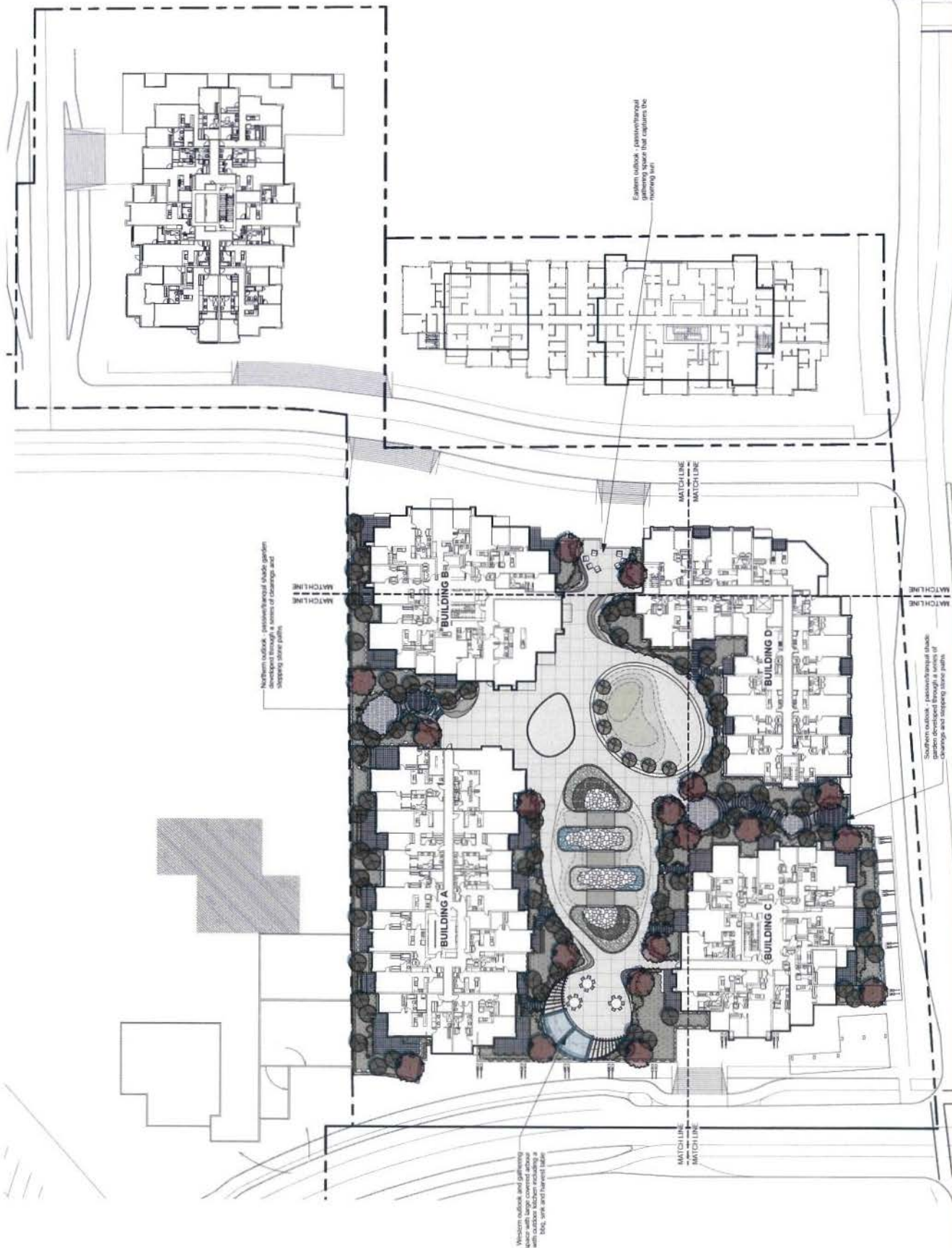
MATCH LINE











**ROCKANDEL&ASSOCIATES**

*Building Success Through Process Facilitation  
Community & Organizational Engagement  
Partnership Planning*

**BOSA PUBLIC INFORMATION  
MEETING SUMMARY REPORT**

**To:** Michael Hartford, Community Development Department, District of N. Vancouver  
E: [HartforM@dnv.org](mailto:HartforM@dnv.org)

**cc:** Mark Sager, Sager LLP, Legal Advisors on behalf of BOSA Development Corporation  
E: [mark@sagerllp.com](mailto:mark@sagerllp.com)

**From:** Catherine Rockandel, IAF Certified Professional Facilitator, Rockandel & Associates  
Tel: 1-604-898-4614 E: [cat@growpartnerships.com](mailto:cat@growpartnerships.com)

**Re:** Bosa Lynn Valley Public Information Meeting Summary  
Proposed mixed-use commercial and residential development  
1175 - 1221 Lynn Valley Road and 1280 E 27<sup>th</sup> Street

**Event Date:** Wednesday, February 19, 2014

**Time:** 6:30 PM to 9:30 PM

**Location:** 1175 Lynn Valley Road, North Vancouver (former Zellers store at Lynn Valley Shopping Centre)

**Attendees:** Approximately five hundred and twenty-seven (527) people attended

**Comment Forms:** 28 comment forms were submitted at the meeting and provided to Michael Hartford, Community Planning Department, District of North Vancouver

**Notification**

*Flyer Invitation:* Notices were distributed to nine hundred and four (904) residents within a 100-metre radius of the site.

*Site Signs:* There were two signs erected, one on east 27th and one on Lynn Valley Road, to notify the community of the meeting as per District of North Vancouver requirements.

*Newspaper Advertisement:* Two advertisements were placed in the North Shore News, on February 9 and February 14<sup>th</sup>, 2014. A copy of the ad is in the Appendix.

*Website:* The DNV provided notification on its website on the notifications page for Public Information Meetings and more detailed information was also posted on the page for OCP: Major Planning Projects. Notification was provided on the BOSA project website.

**Attendees**

Approximately five hundred and twenty-seven (527) people attended the Public Information Meeting. Initially citizens were not asked to sign in, however, a sign in sheet was provided and three hundred and twenty-seven (327) people signed into the meeting.



BOSA 1175-1221 Lynn Valley Road; 1280 E. 27<sup>th</sup> Street  
 Public Information Meeting Summary  
 February 19, 2014

In addition, the following project team members, and District of North Vancouver staff and councillors were in attendance.

**District of North Vancouver**

Michael Hartford, Development Planner

Brian Bydwell, General Manager, Planning, Properties & Permits

Robin Hicks, Councillor

Mike Little, Councillor

**Project Team**

Mark Sager, Sager LLP

Nathan Bosa, Assistant Project Manager, BOSA Development Corporation

Karen Wiens-Suzuki, Architect, Chris Dikeakos Architects

Bryan He, Architect, Chris Dikeakos Architects

Gerry Eckford, ETA Landscape Architects

Cheryl Bouwmeester, Associate, ETA Landscape Architects

Donna Howes, Senior Transportation Engineer, Howes Technical Advantage

Brian Wallace, Senior Traffic Engineer

Jan Kocaba, Consulting Bridge Engineer

**Facilitator**

Catherine Rockandel, Rockandel & Associates

**PROPOSAL**

Bosa Development Corporation proposes to construct a mixed-use commercial and residential development at 1175 – 1221 Lynn Valley Road. In addition to the shopping centre property, 1280 E. 27th Street – the former Lynn Valley Library, currently owned by the District of North Vancouver – is included as part of the project site. The proposal is for 399 residential units, which will include 8 one bedroom units, 126 one + den units, 120 two bed units, 108 two bed + den units, 25 three bed units and 12 three bed + den units. Approximately 50,000 square feet of new commercial space is proposed, including a new major grocery store and retail space. The site will be accessed from Lynn Valley Road, E. 27th Street and Mountain Highway, and with addition of two new streets Library Lane and High Street. 857 parking spots will be located in the underground garage for the residents along with 284 for commercial and 47 for residential visitors. The proposal also includes upgrades to the northern portion of the existing Lynn Valley Centre (to remain), consisting of interior and exterior remodeling.

**PUBLIC COMMENT: Q & A** (Index: Q: Questions C: Comment A: Answers)

**C1:** I live in Lynn Valley and manage store in mall. I think development is fabulous. This area needs revitalization. I want to know what is going to be done about transit. The District needs to work with Translink to improve bus service. I don't drive and currently there is not enough buses. Also need park and ride as people currently are parking in the mall and taking the bus downtown to avoid bridge traffic.

BOSA 1175-1221 Lynn Valley Road; 1280 E. 27<sup>th</sup> Street  
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**Q2:** I have lived in Lynn Valley since 1968 I think the development is marvelous. I like that you are expanding and beautifying the area. I would like to know if anything is going to be done about the angle of Lynn Valley and Mountain Highway. Can you straighten the roads?

**A2:** The location of the library makes changing the angle of these streets difficult. One of the elements of the project is to look at streets around the mall. The District would look at the function of the intersection.

**Q3:** I have owned the health food store for 22 years. I have concern about duplication of retailers and want to ensure that there is minimum disruption to current retailers during renovations. I like the idea of the gym and the idea of an outside experience that is a shopping break and a destination that draws people to the mall area. Can you tell me more about that?

**A3:** We will be doing renovations to the mall at night or after hours to ensure we do not disrupt retail operations in the mall. The intention of the plaza area is to make that space a gathering place that is more playful that provides an opportunity for kids to splash in water. This would not be deep enough for swimming but rather an interactive water element.

**C4:** I have been a resident of Lynn Valley for over 50 years. My wife and I are in favor of the proposed BOSA plan. The present mall is badly in need of a major upgrade. This will not happen without more intensity in the town centre area so that people can walk to shop, to eat out and take part in activities. We can do this in two ways; we can have many 2-5 level buildings with little to no open green space or three 12 storey highrises interspersed with 2-5 level buildings. This latter option is far more preferable to my wife and I. Increased transit will only come when the ridership is there. I am really in favor of this development.

**C5:** My wife and I live three blocks from the mall and we have lived in Lynn Valley for the past 40 years and we want to remain living here for the next 20 years. We remember our cries from small groups when Karen Magnuson and Library Square were proposed and look how wonderful those developments turned out. We have attended every OCP session over the past five years including two special ones in 2011 and 2012 when the presenter shared benefits of compact communities. If we want to attract young families and retain seniors who already live here we need a diversity of housing. For these reasons we fully support the Lynn Valley rezoning development proposal presented here today. We trust that DNV Council will use its wisdom to continue its record of ensuring well-planned, sustainable growth that has worked well in the past.

**C6:** I live in the Craftsman Estates across the street. My husband and I are thoroughly impressed with the BOSA proposal for a mountain village and their willingness to listen to the concerns of our community. I am looking at this proposal from the perspective of owning my own business for 40 years. The District needs the additional tax revenue from town houses and condos to do the necessary upgrades that have not been done but also the existing businesses need the additional people to support them. I understand from one of the Councillors here that they are consulting with the Ministry about transportation issues related to highway access. I am concerned about Keith Road. Since the BOSA project would happen over five years I am certain that there will be enough time to plan the changes to our roads to handle the influx of people. I



BOSA 1175-1221 Lynn Valley Road; 1280 E. 27<sup>th</sup> Street  
 Public Information Meeting Summary  
 February 19, 2014

am thrilled to hear that the development has been scaled down to 2.36 FSR, which is lower than what the OCP had projected in the first place. I believe that BOSA is a quality builder and we will have a state of the art centre the envy of others on the North Shore.

**C7:** I have seen signs around the community and at this meeting that say no high rises in Lynn Valley. I came to this meeting to share my perspective. Nearly forty-nine years ago my wife, first child and I moved into a house on a short piece of Hoskins Road. The building lot cost the contractor \$2,000 and the house cost \$18,000 which was 3.5x my annual salary as a teacher. Today that small piece of dirt is assessed at \$769,000, if you believe the assessment the house would probably sell for \$850,000 which is 15x the salary of a teacher. There were 8 houses as part of our development with 23 children attending 1 of 2 elementary schools. Today those same 8 houses have 4 children and 1 of the schools has been leased to a private school. Most of my neighbours are seniors like myself. My children would love to live in Lynn Valley but none of the three do. The question I asked myself is since market forces are essentially turning our neighbourhood into an old age home, wouldn't it be better to have a diversity of housing with a distributed demographic. To do this we have to build a house on a piece of dirt, then you build another one on top, another one top and guess what you are building high rises. I think highrises are appropriate if we want to try and build more affordable housing for people.

**Q8:** I wanted to thank the BOSA team for all their work. The mall is tired but I thought something else was proposed to take its place but it was declined. The traffic model does not seem to have a date/time stamp so not sure what time period it represents. If you are taking parking away to provide landscaping such as water features, where are people going to park and how safe is it for kids to play around water? Also on the model I notice that Safeway is no longer there, is Safeway going?

**A8:** During the Open House this evening we were looking at the model and were surprised to see a hole where Save-on-Foods had been. Someone had removed the piece from the model. It is fair to say that while discussion is ongoing, Save-on-Foods is looking to go into the space here. This has nothing to do with Safeway. It has been sold Sobey's. There will be two grocery stores. We are making a generous contribution to the trail enhancements in the area. For the parking there is a net loss of about 16 stalls on the surface, but there will be that plus more underground. Your comment about the safety of the water feature is a good point. I think we have to be cautious of the character of the water feature. Our sense is that it would be more kicking water not a water park.

**Q9:** I was born and raised in community, overall proposal looks good and architecture looks amazing. The community is changing and I think it is changing for the better. I was astonished and surprised to see the signs around the community saying they did not want highrises. I saw the protesters on the way in to this meeting on 27<sup>th</sup> and I think it is awesome that we have the right to protest in our community – all the power to you for doing that and us for living in a democracy. I think we do need some change and we want to keep Lynn Valley vibrant and this centre badly needs some vibrancy. From the signs and the protests I was thinking what is it 25, 50 storeys, then I learned it was 12 storeys – that is not a high rise. I would like to throw some support behind this proposal. What amount of underground parking is there in the proposal?

BOSA 1175-1221 Lynn Valley Road; 1280 E. 27<sup>th</sup> Street  
 Public Information Meeting Summary  
 February 19, 2014

**A9:** There are two levels of commercial and potential community recreational parking. This exceeds the Districts requirements for parking. The residential parking is below the commercial levels. There are 1.5 spaces for each of the 399 residential units. This works out to 400 underground and to the west side of Library Lane there would be an additional 200 spaces.

**Q10:** In terms of the video traffic modeling, you did say it was the peak hours. Is it morning or afternoon peak? Does that take into account the promised revitalization of the mall itself? In terms of the highway improvement, it looks like you are not adding a lane because you are making the existing lane into a dedicated turn lane so there will only be one lane out of Lynn Valley.

**A10:** The traffic shown on the video model is a synthesis of past traffic study data and the new and current traffic and new residential traffic demand post BOSA development. The focus of the traffic model is on the afternoon peak from 4pm-6pm weekdays, because the mall is pretty inactive in the 7am to 9am morning peak hours. The traffic is running on 15 minutes in a 60-minute scenario. In terms of the proposed improvements to the highway interchange, currently the right hand lane is an exist lane for the on-ramp to Highway One going west. The other lane is a shared turn lane for Highway One east and a straight-ahead lane. When traffic backs up on Highway One going east, then traffic also is blocked from continuing straight ahead on to Grand Boulevard. The proposal is to open up the right hand lane as a through lane and keep the left lane as a turn and through lane. The left lane is not being proposed as a dedicated turn lane. If the left lane gets backed up with traffic going east on Highway One then traffic can still exit Lynn Valley in the right hand lane if this change to the existing road is made.

**Q11:** I have been a resident of Lynn Valley for 36 years. A project of this size delivers good prospects for community amenities that are pretty exciting. In terms of amenities, have you considered daycare? How does the amenities conversation take place? Is it a conversation between staff and the developer or does it involve elected individuals?

**A11:** The community amenity discussion does involve Council. They give the staff direction and the staff negotiates the terms with the developer. Daycare has been discussed as has amenities for people with disabilities, traffic and transportation enhancements, indoor and outdoor recreation, Hastings Creek and environmental assessments. We have had discussions for example about mountain biking. It is hugely popular but with negative impacts on neighbours at popular trails. We have had discussions about building washrooms or change rooms so people don't have to do that in front of people's homes. If this proposal moves forward then more specifics would be contained in the package that goes to first reading of the bylaw. Please put additional things you would like to be considered on the comment sheets.

**C12:** I have lived in Lynn Valley for many years. I was impressed with traffic model but would like to remind you that the two Lower Lynn Valley towers and more cars from upper Lynn Valley developments is going to make it difficult to impossible to get over that bridge or home at night.

**C13:** My family has lived in Lynn Valley for over 45 years. We were very concerned about the glass towers that were originally proposed. It is so nice to see this huge turnout for this



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improved vision of what we want. My only concern is Mountain Highway and the traffic on the highway. The proposal for going under the highway makes sense to me. I am happy to see someone has thought of it. I am looking forward to seeing Lynn Valley Mall improved as soon as possible.

**Q14:** I understand there is about four million in amenity contributions, how much will it cost to widen the bridge underpass?

**A14:** This type of widening is done around the Lower Mainland quite often. It has been done on the TransCanada at bottom of the Cut, in South Surrey Park and Ride, which is very similar to what needs to be done here. The cost is in the range of one million dollars to add a vehicular lane and a pathway for bikes.

**C15:** I have been resident homeowner in Lynn Valley for 25 years. I was the founder and leader of the opposition to the original mall development. I am proud to be standing here to speak on behalf of our organizing group and the thousands of people we have spoken to. At this point we would like to congratulate Mark Sager and the BOSA Group on some great compromises. There is no question that they have made changes and responded to our needs as we see them. We don't represent everyone in Lynn Valley. We still feel densification and the town centre is an issue. Our issue is with council, they vote as a block and there is no opposition to densification. My praise to BOSA as a great developer. We are not anti-development, we want transportation infrastructure to go along with it. The two arteries that serve Lynn Valley are not enough. I have concerns about this not being affordable housing and it isn't family housing.

**C16:** I have lived in Lynn Valley for 20 years. My concern is about the traffic. How are they going to figure out Mountain Highway and Lynn Valley Road as it is a mess. I think we should be looking at affordable housing

**Q17:** I stand here for the pre-school child. I get very concerned about two and three year olds living in highrises. There use to be gardens for children. What play spaces are planned for children? Not just daycares, they need active play spaces, they need safe play spaces. I would like to know before the project is complete more information on what is being done in terms of play spaces.

**A17:** This will need to be looked at by the team. Information will be posted on the website.

**C18:** I wanted to complement BOSA on the integration of a shared space street into their design. The idea is that the car is not dominant. The street is shared with pedestrians and people. There is a lot of research on the benefits of this type of street space.

**Q19:** I live in Lynn Valley, we moved here three years ago and have three young children. We chose the town centre area because we believe that with increased density comes a lot of really good things. I want to comment on the other person's perspective, yes this might not be traditional family housing in the Canadian sense and outside of downtown Vancouver, but you look anywhere around the world and you will see many, many places where people very successfully raise children in buildings much higher than 12 storeys. I understand the widening of Lynn Valley Road might be needed right now but it is a short-term solution as the more

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capacity the roads have the easier it is for people to drive. One way to cut down on car traffic is to cut down on car ownership. Have you considered as part of CAC's negotiating with a car share company to subsidize them until they are viable in Lynn Valley?

**A19:** We are seeing that car sharing is enormously successful in Vancouver and yes we are in discussions with car sharing companies.

**Q20:** I was raised in North Vancouver and live in Lynn Valley. What is the square footage of the apartments and what they will cost to purchase?

**A20:** It is too early in the process to identify the costing. The sizes that they are talking about are larger than are traditionally seen downtown as people are downsizing and they don't want to move into 700 square foot units. These are not traditional highrise buildings.

**C21:** I have lived in Lynn Valley since 1988. We don't have enough affordable housing. We need it for seniors for all people. I don't like high rises. The mall looks good. Every family owns two cars so I don't believe there is enough parking for 400 people and their visitors. You aren't going to do that because there is no money in parking.

**Q22:** I am a Lynn Valley resident and have been President of Lynn Valley Community Residents Association for four years. During that time we did a lot of public meetings to talk about sustainability, with lots of mixed uses, lifestyle community with lots of places to shop and play. I think this will be a good addition to the community. In terms of the amenity corner on southwest is there any indication what that will be used for? I am also President of North Van Museum & Archives. We are trying to put a new museum at the bottom of Lonsdale, but we need 4,500 feet of storage space for artifacts, so we would love to have space in parkade if you can squeeze it in.

**A22:** We are in discussions with District about community amenities and should be able to provide more information in the next month.

**C23:** I can see majority of people that are here at meeting are older. This is a new project, everyone love it and I do too. I am thinking about all the projects in area, the transit is the big issue. I am thinking that taxes on property are going up have you thought about this.

**C24:** I am with North Shore Disabilities Resource Centre, which is across the street on Mountain Highway. I am very pleased to hear you talk about people with disabilities in terms of the CAC allocations. I want to reiterate the need for affordable accessible housing for people with disabilities, not just individuals, but also for families with a member with disabilities. People with disabilities have a shelter portion of \$375 per month. We would like to see a lot of the CAC's that are available go to affordable housing.

**A24:** Mark Sager: Your organization is dear to my heart. I am taking this opportunity to invite everyone here on May 24<sup>th</sup> to the benefit concert we are hosting for the North Shore Disabilities Association in this building. 100% of the proceeds are going to your organization.

**C25:** I like to thank you for the transportation initiative that you have proposed today. I also know that Mr. Sager you were involved with the Seylynn project. They have recently introduced



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a shuttle from Seyllynn to Capilano University and going to Phibbs Exchange and Seabus. It would be wonderful if you would come up with some kind of shuttle service to go along with this proposal. Transportation is a major issue for all projects in North Vancouver.

**C26:** I have lived in Lynn Valley for many years. Thank you for the Hastings Creek improvement. I am a streamkeeper. I am very concerned about Mollie Nye House not being big enough. I would like to see in this development a proper senior centre.

**Q27:** Council gave approval for 12 storey buildings under certain conditions. This proposal looks like it is 150 feet from ground level to top of buildings. I think that the 150 feet is more like a 15 storey building rather than 12, can you please respond to that?

**A27:** The model shows peak roofs, these make a higher building. The ground plane being commercial requires a higher ceiling and the first floor roof being a green roof means it needs to be three foot thick. All of this does increase the overall height, but the buildings are 12 storeys.

**C28:** I have been a resident for 75 years, what concerns me is that we are developing this area more and more and we are going to be a little Coquitlam. There are all kinds of high rises and you can hardly move around in Coquitlam

**C29:** I am executive assistant for MLA Jane Thornthwaite. We have meeting with Ministry of Transportation this Friday to discuss traffic. If you have comments or concerns, please visit the constituency office.

**C30:** I grew up in Lynn Valley and am raising my children here. You don't have control over this issue but I want you to support it even if it is not your responsibility. If you build this none of the children that live here will be able to get into Ross Road or Lynn Valley Elementary and if they build Argyle for 1100 students they will not be able to get into high school. We turn people away from the elementary schools every day. I am asking you as a developer to put pressure on the province as you have more influence than citizens.

**Q31:** I was looking at the water feature and am concerned it is close to parking and a busy high street. I would be worried about children running out into traffic. Also are covered safe bicycle areas included in plans?

**A31:** This is a good point we have the ability to move the play area in a bit to provide an adequate buffer. At the front door of community space, there is a covered bicycle service area. It would include pumps, tools, etc in each one of the building entries.

**Q32:** My last question is about the 27<sup>th</sup> Street and Mountain Highway crossings are crazy. I was wondering if there has been any thought to putting in roundabouts?

**A32:** It would be difficult to do because the roundabout needed to accommodate the traffic volumes in these areas would be too large for the street allowance. In addition at 27<sup>th</sup> there is also a grade issue that makes a traditional roundabout trickier and difficult to achieve.

**C32:** There are a number of developments happening in Lynn Valley, development pressure on the community is too high. At least BOSA is getting public input. There needs to be better planning

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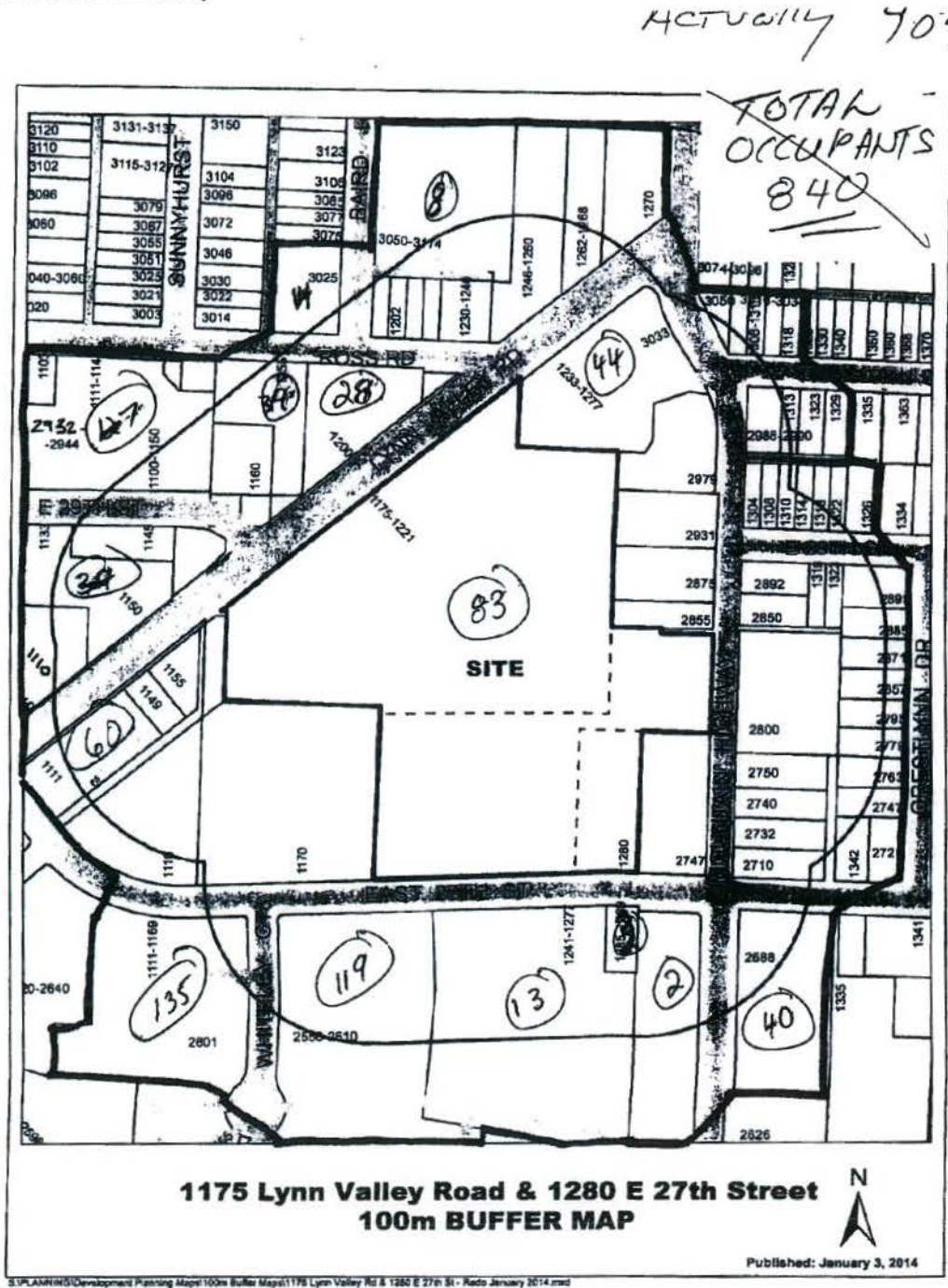
**C33:** With all this development, what is the DNV doing about upgrading infrastructure in Lynn Valley with regard to things like water, sewer, and hydro.

**C34:** I commend Bosa for a beautiful plan, but buildings proposed are too tall. There is a need to revitalize the existing mall but there is no need to build highrises.



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**APPENDIX**  
**Notification Area Map**



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### North Shore News Advertisement

## PUBLIC INFORMATION MEETING Lynn Valley Centre – Proposed Re-development

Bosa Development Corporation proposes to construct a mixed-use commercial and residential development at 1175 – 1221 Lynn Valley Road and 1280 E. 27th Street. The development consists of approximately 399 residential units and approximately 50,000 square feet of commercial space.

You are invited to a meeting  
 to discuss the project:

Date:

Wednesday February 19th, 2014

Time:

7:00 - 9:00pm  
 (Presentation at 7:45pm)

Location:

Former Zellers store at the  
 Lynn Valley Shopping Centre,  
 1175 Lynn Valley Road  
 North Vancouver.

(Enter from exterior at west side of building).



*An artist's rendering of the project  
 as currently proposed is shown below:*



If you would like more information please contact Karen Wiens-Suzuki of Chris Dikeakos Architects Inc. on behalf of Bosa Development Corporation at 604-291-2660, or the District of North Vancouver Planning Department at 604-990-2387, or bring your questions and comments to the meeting.

\*This is not a Public Hearing. DNV Council will receive a report from staff on issues raised at the meeting and will formally consider the proposal at a later date.



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

**Bylaw 8051**

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

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

**1. Citation**

This bylaw may be cited as “The District of North Vancouver Rezoning Bylaw 1309” (Bylaw 8051). ”.

**2. Amendments**

The following amendments are made to the “District of North Vancouver Zoning Bylaw 3210, 1965”:

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

“Comprehensive Development Zone 80                      CD80”

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

**“ 4B80 Comprehensive Development Zone 80                      CD80**

**4B80-1 Intent:**

The purpose of Comprehensive Development Zone 80 (CD80) is to establish specific land use and development regulations for a project including a mix of commercial and multi-family residential purposes.

**4B80-2 Uses:**

The following *principal uses* shall be permitted in Comprehensive Development Zone 80 (CD80):

(a) Uses Permitted Without Conditions:

(i)        None

## (b) Conditional Uses:

- (i) artist's studio;
- (ii) billiard hall;
- (iii) business/office support services;
- (iv) clubs;
- (v) fitness centre
- (vi) health service purposes;
- (vii) household repair services;
- (viii) office purposes;
- (ix) personal service shops;
- (x) pet care establishment;
- (xi) professional offices;
- (xii) restaurants;
- (xiii) residential purposes;
- (xiv) retail food services;
- (xv) retail purposes;
- (xvi) school, trade;
- (xvii) shopping centre;
- (xviii) vehicle sales/rental/leasing establishments;
- (xix) veterinarian; and
- (xx) liquor store.

**4B80-3 Conditions of Use:**

The following conditions apply to permitted *principal uses*:

- (a) All uses of land, buildings, and structures are permitted only when all aspects of the use are completely contained within an enclosed building except for:
  - (i) on-site roadways, driveways, parking and loading areas;
  - (ii) landscaped areas such as public plazas, trails, and pedestrian walkways, outdoor seating, and play areas;
  - (iii) outdoor customer service areas;
  - (iv) outdoor display areas;
  - (v) outdoor amenity areas (balconies, patios or roof decks).
- (b) In the case of a pet care establishment or veterinarian all noise associated with the keeping of, and caring for animals must be contained within the premises. (Bylaw 7528)
- (c) In the case of residential purposes, the dwelling units:
  - (i) shall be provided with a separate shared or private entrance from ground level;
  - (ii) may contain home occupations in accordance with Section 405 of this Bylaw;
- (d) In the case of vehicle sales/rental/leasing establishments no outside storage of vehicle inventory is permitted;



- (e) In the case of liquor stores:
  - (i) the minimum lot size on which a liquor store may be located is 8,500m<sup>2</sup> (91,493 sq. ft.);
  - (ii) no more than one liquor store per lot is permitted;
  - (iii) the maximum size liquor store is 640m<sup>2</sup> (6,889 sq. ft.) (Bylaw 7444);
- (f) No fitness centre shall be smaller than 446m<sup>2</sup> (4,800 sq. ft.) or larger than 632m<sup>2</sup> (6,803 sq. ft.), and any non-residential unit between 446m<sup>2</sup> (4,800 sq. ft.) and 632m<sup>2</sup> (6,803 sq. ft.) in size shall be used only as a fitness centre;
- (g) All non-residential uses shall be permitted only within the lowest 7.86 m (25.8 ft.) of any building.

#### **4B80-4 Accessory Uses:**

*Accessory uses* are permitted as follows:

- (a) home occupations
- (b) administrative offices;
- (c) display, sales and reception areas;
- (d) outdoor customer service areas; and
- (e) storage.

#### **4B80-5 Accessory Use Regulations**

The following regulations apply to permitted *accessory uses*:

- (a) home occupations shall comply with Section 405 of this Bylaw;
- (b) Despite Section 413, outdoor customer service areas in Comprehensive Development Zone 80 shall be permitted only in accordance with the following regulations:
  - (vi) an outdoor customer service area must be operationally and physically tied to the principal use premises which it serves;
  - (vii) an outdoor customer service area shall not exceed 50% of the total gross floor area of the premises to which it relates or 25 seats, whichever is lesser.

#### **4B80-6 Density:**

- (a) The maximum permitted density in the Comprehensive Development Zone 80 (CD80) is as follows:
  - (i) maximum aggregate gross floor area for residential purposes shall not exceed 40,865 m<sup>2</sup> (439,867 sq. ft.) and maximum aggregate gross floor area for non-residential purposes shall not exceed 4,738 m<sup>2</sup> (51,000 sq. ft.), all inclusive of any density bonus for energy performance. The maximum aggregate number of dwelling units shall not exceed 399 dwelling units.

(b) For the purposes of calculating gross floor area the following shall be excluded from the calculation:

- (i) underground storage and mechanical areas;
- (ii) the area within designated bicycle parking and residential storage areas not within an individual dwelling unit of a building, to a maximum of 5% of the total floor area of the building within which the designated bicycle parking and residential storage area is located;
- (iii) common amenity areas accessory to a residential use to a maximum of 3% of the total floor area in a building, or 100 m<sup>2</sup> (1,076.4 sq. ft.), whichever is lesser;
- (iv) area within parking garages, parking access areas, covered loading areas, uncovered roof deck areas, and common heating, mechanical, electrical, service and utility rooms;
- (v) The area of balconies and covered patios in a building to a maximum area equal to 10% of the residential floor area in that building.

#### **4B80-7 Setbacks:**

(a) Buildings shall be set back from property lines to the closest building face as established by development permit and in accordance with the following regulations, with reference to the development area identifiers noted in the map attached labelled "Schedule B":

- (i) In "Area A," "Area B," "Area C," and "Area D" the following minimum setbacks shall be provided:
  - 1. 10.6 m (34.8 ft.) from the east property line;
  - 2. 7.2 m (23.6 ft.) from the south property line;
- (ii) In "Area E" the following minimum setbacks shall be provided:
  - 1. 4.4 m (14.4 ft.) from the east property line;
  - 2. 9.3 m (30.5 ft.) from the south property line;
  - 3. 8.4 m (27.6 ft.) from the west property line.
- (iii) In "Area F" a minimum setback of 10.0 m (32.8 ft.) from the east property line shall be provided.

#### **4B80-8 Height:**

Maximum permitted height for any building in the CD80 Zone, inclusive of a 15% bonus for any sloping roofs, shall be regulated as follows, with specific building height provisions based on the development area identifiers noted in the map attached labelled "Schedule B."

For the purposes of this section:

- (a) Building height shall be measured from the finished grade to the highest point of the roof surface.



(b) Maximum building height shall be as follows:

- (i) In "Area A" a building may not exceed 8 storeys and 31.7 m (104.0 ft.) in height;
- (ii) In "Area B" a building may not exceed 12 storeys and 45.72 m (150.0 ft.) in height;
- (iii) In "Area C" a building may not exceed 12 storeys and 45.72 m (150.0 ft.) in height;
- (iv) In "Area D" a building may not exceed 5 storeys and 18.0 m (59.1 ft.) in height;
- (v) In "Area E" a building may not exceed 7 storeys and 26.9m (88.3 ft.) in height;
- (vi) In "Area F" a building may not exceed 6 storeys and 24.0 m (78.7 ft.) in height;
- (vii) In "Area A," "Area B," "Area C," and "Area D" non-residential portions of a building may not exceed 1 storey and 7.86 m (25.8 ft.) in height.

#### **4B80-9 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

#### **4B80-10 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, architectural screening, or a combination.

**4B80-11 Parking and Loading Regulations:**

Parking and loading shall be provided in accordance with Part 10 of the District of North Vancouver Zoning Bylaw with the following exceptions:

- (a) For a residential building, multiple-family apartment or townhouse, parking shall be provided on the basis of the following, with reference to the development area identifiers noted in the map attached and labelled as "Schedule B":
- (i) For residential development within "Area A," "Area B," "Area C," "Area D," "Area E," and "Area F" a minimum of 1.35 parking spaces per dwelling unit shall be provided for the use of residents, inclusive of 1.0 parking space for use by disabled persons per each dwelling unit designated as an affordable rental unit;
  - (ii) For residential development within "Area A," "Area B," "Area C," and "Area D" a minimum of 0.11 designated visitor parking spaces per dwelling unit shall be provided;
  - (iii) For residential development within "Area E" and "Area F" a minimum of 0.15 designated visitor parking spaces per dwelling unit shall be provided.
- (b) Indoor bicycle parking spaces (secured and weather-protected) and exterior parking spaces (adjacent to the entrances of buildings for visitors to the site) are required in accordance with the following table:

Land Use	Secured Bicycle Parking	Exterior/Visitor Bicycle Parking
Residential	A minimum of 2.0 spaces per dwelling unit	A minimum of .04 spaces per dwelling unit
Non-residential	A minimum of 1 space per 139 m <sup>2</sup> (1,496 sq. ft.) of non-residential floor area.	A minimum of 1 space per 232 m <sup>2</sup> (2497 sq. ft.) of non-residential floor area.

(C) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from the General Commercial Zone 1 (C1) and General Commercial Zone 2 (C2) to Comprehensive Development Zone 80 (CD 80).



**READ** a first time this the

**PUBLIC HEARING** held this the

**READ** a second time this

**READ** a third time this the

**ADOPTED** this the

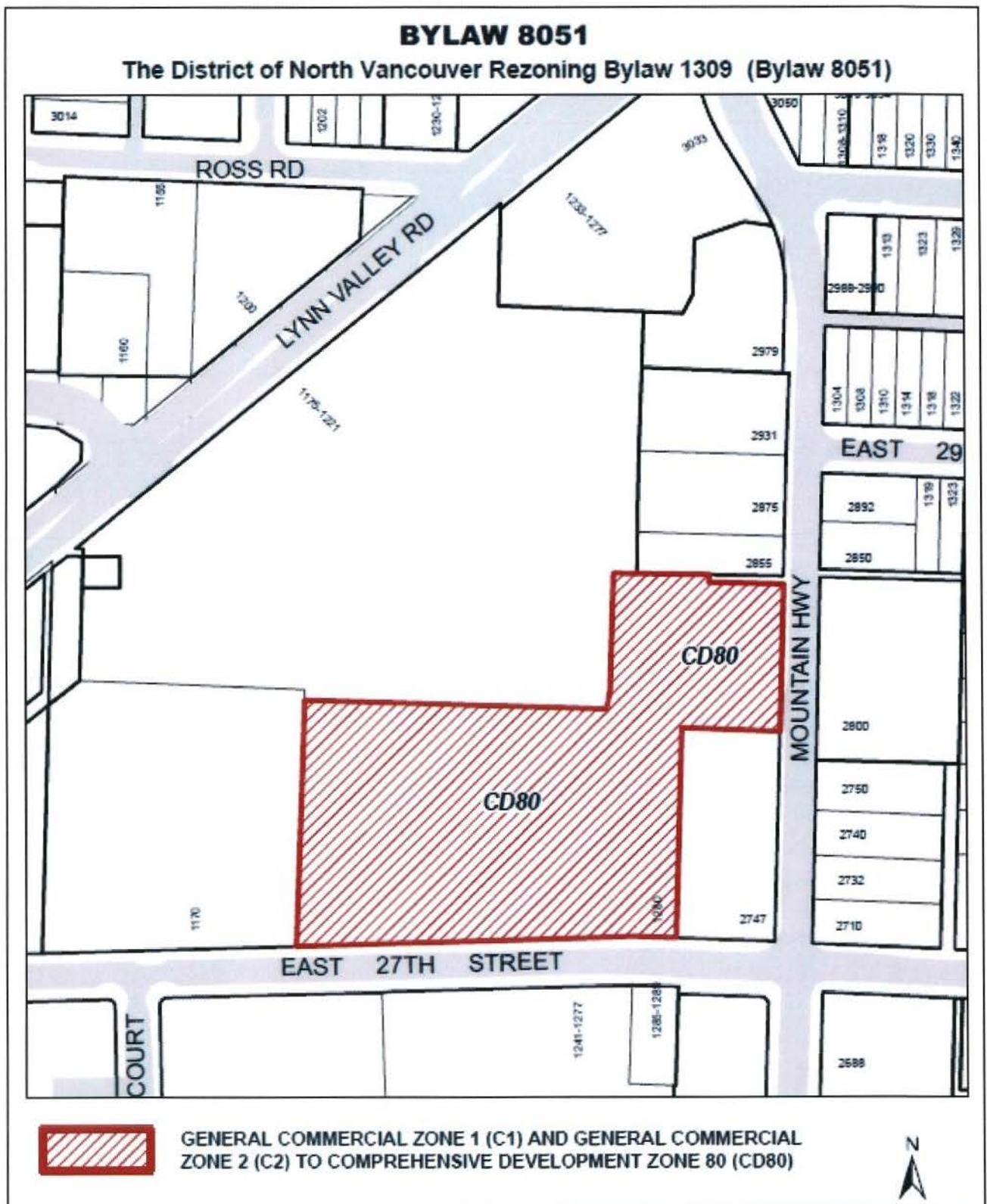
\_\_\_\_\_  
Mayor

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

Certified a true copy

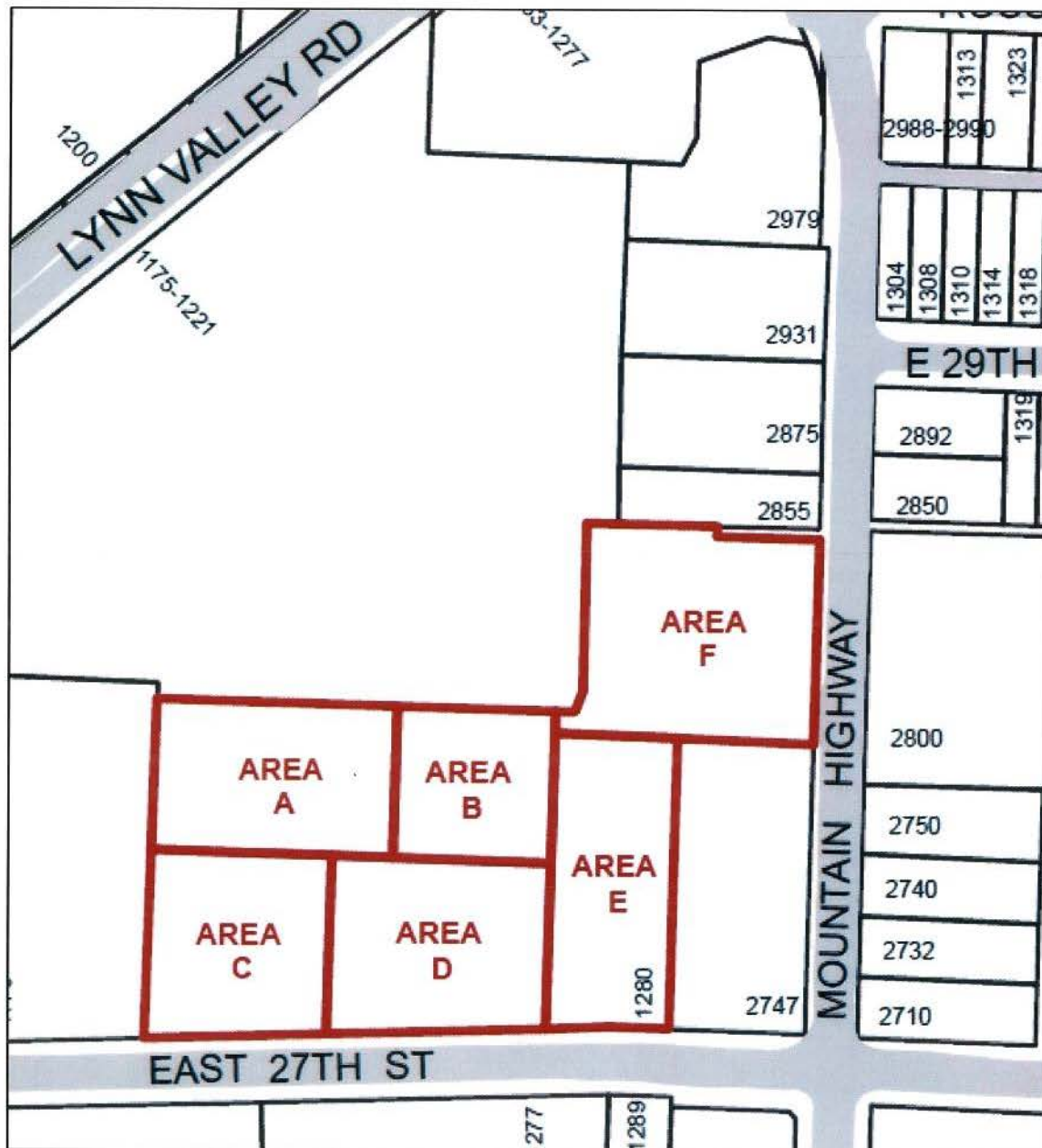
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Municipal Clerk

## Bylaw 8051 Schedule A: Zoning Map





Bylaw 8051 Schedule B: Area Map



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

**Bylaw 8052**

A bylaw to authorize a phased development agreement

---

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

**1. Citation**

This bylaw may be cited as "Phased Development Agreement Bylaw 8052, 2014".

**2. Phased Development Agreement**

The Council hereby authorizes a phased development agreement between 666479 BC Ltd. and the Corporation of the District of North Vancouver substantially in the form attached to this Bylaw as Schedule "B" with respect to the following lands:

- a) the portion of Lot 1 District Lot 2022 Plan 14943 (PID: 012-746-339) shown outlined in bold on the plan attached hereto as Schedule "A"; and
- b) Lot A, Block W, District Lot 2022, Plan 13450 (PID: 008-606-358).

**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 this the

**PUBLIC HEARING** held this the

**READ** a second time this the

**READ** a third time this the

**ADOPTED** this the

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Mayor

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Municipal Clerk

Certified a true copy

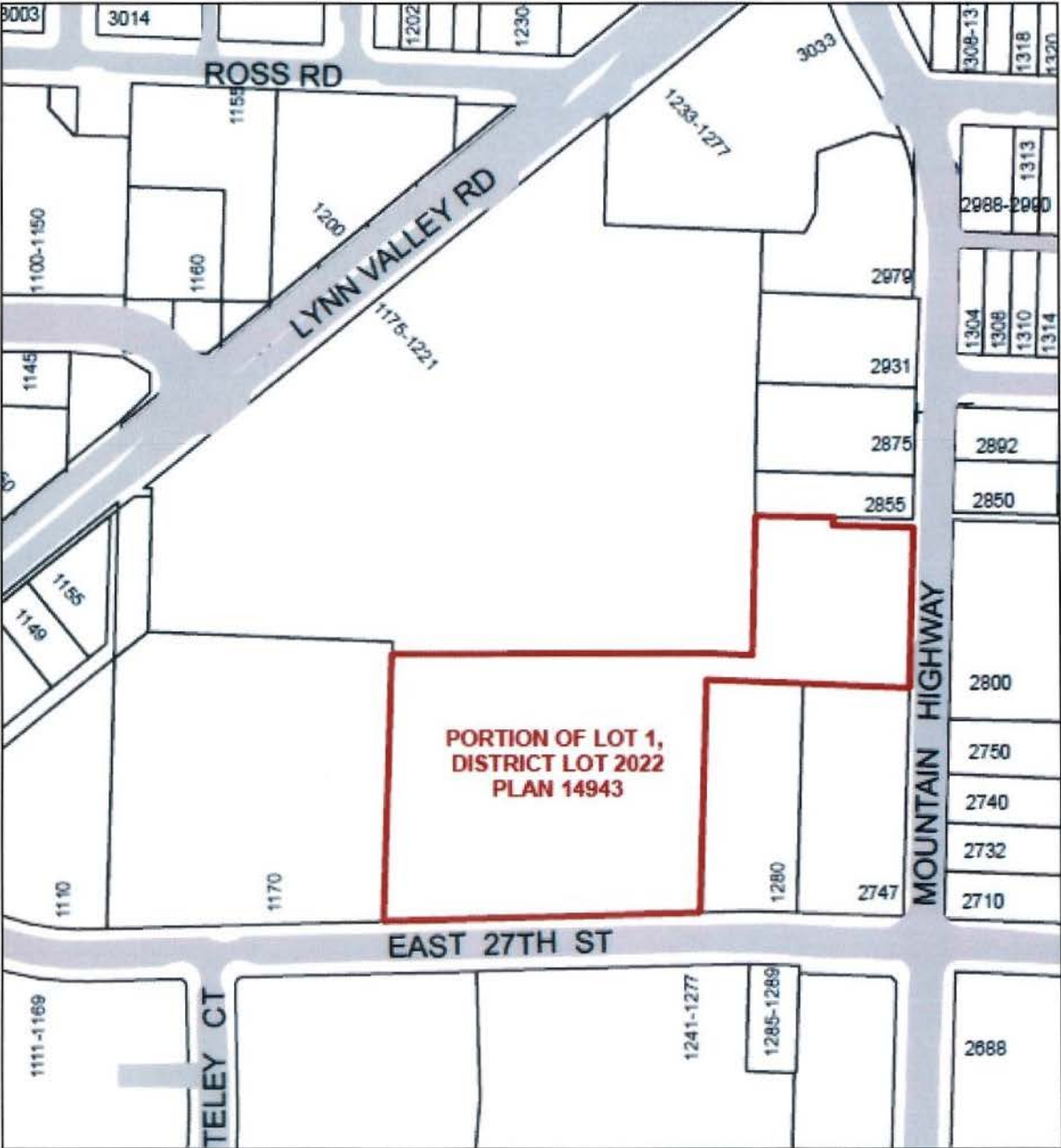
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Municipal Clerk



Schedule A to Bylaw 8052

SKETCH PLAN



**Schedule B to Bylaw 8052****PHASED DEVELOPMENT AGREEMENT**

This agreement dated for reference the 7<sup>th</sup> day of March 2014 is

BETWEEN:

**THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER**, a municipality incorporated under the *Local Government Act*, R.S.B.C. 1996, c.323 and having its office at 355 West Queens Road, North Vancouver, BC V7N 4N5

(the “Municipality”)

AND:

**666479 BC LTD.**, a company incorporated under the laws of the Province of British Columbia having an office at 500 – 1901 Rosser Avenue, Burnaby, BC V5C 6S3

(the “Owner”)

WHEREAS:

- A. The Owner is the registered owner of the portion of that parcel of land in the District of North Vancouver legally described as PID: 012-746-339 Lot 1 District Lot 2022 Plan 14943 shown outlined in bold on the plan attached hereto as Schedule “A”, and has a right to purchase the adjacent parcel of land in the District of North Vancouver legally described as PID: 008-606-358 Lot A, Block W, District Lot 2022, Plan 13450 (together referred to herein as the “Land”)
- B. The Owner has applied to the District for an amendment of the Zoning Bylaw (as defined in this Agreement) to permit the development on the Owner’s land of a range of residential and commercial uses and associated civic and community uses;
- C. The Owner wishes to provide certain amenities and features in the development of the Land, and the parties wish to ensure that the provisions of the Zoning Bylaw as amended by the Zoning Amendment Bylaw (defined in this Agreement) continue to apply to the Land for the period more particularly set out in this Agreement; and
- D. The Council of the District has given notice and held a public hearing and has, by bylaw, authorized the execution of this Agreement,

NOW THEREFORE in consideration of the mutual promises set out in this Agreement, the parties agree pursuant to section 905.1 of the *Local Government Act* as follows:

**INTERPRETATION OF AGREEMENT**

- 1. In this Agreement:



- (a) “*Affordable Rental Units*” means six one bedroom residential strata lots, one in each of the multi-family residential buildings to be constructed on the Lands as more particularly described in the Housing Agreement, which said affordable rental units are subject to the affordable rental restrictions set out in the Housing Agreement;
- (b) “*Default Notice*” has the meaning given to it in section 6 herein;
- (c) “*Development Covenant*” means the covenant under section 219 of the *Land Title Act* dated for reference \_\_\_\_\_, 2014 granted by the Owner to the District and registered at the Lower Mainland Land Title Office against the Land under number \_\_\_\_\_;
- (d) “*Transportation Infrastructure Improvements*” means the construction of an additional southbound travel lane and multi-use pathway at the Lynn Valley Road interchange with Hwy. #1, such improvements to be located between the existing west pier and the overpass abutment, and any changes necessary to roads, sidewalks, services, or utilities to accommodate this construction, all as more particularly described in the Servicing Agreement;
- (e) “*Housing Agreement*” means the agreement entered into between the District and the Developer pursuant to section 905 in the *Local Government Act* dated \_\_\_\_\_, 2014, which said housing agreement contains rental restrictions, use restrictions and tenure restrictions in respect of the Affordable Rental Units;
- (f) “*Land*” has the meaning given to it in recital A;
- (g) “*RFR*” has the meaning given to it in the Housing Agreement;
- (h) “*Recreation Facility*” means the private indoor recreation facility including gym facilities specifically designed for use by persons with disabilities and providing public access satisfactory to the District, all in accordance with the terms and conditions set out in the Development Covenant, said recreation facility to be constructed by the Owner in the location established in the Development Covenant;
- (i) “*Servicing Agreement*” means the servicing agreement entered into between the District and the Developer dated \_\_\_\_\_, 2014;
- (j) “*Society*” has the meaning given to it in the Housing Agreement;
- (k) “*Specified Zoning Bylaw Provisions*” means sections \_\_\_\_\_ of the Zoning Amendment Bylaw;
- (l) “*Zoning Amendment Bylaw*” means District of North Vancouver Rezoning Bylaw 1309 (Bylaw 8051, 2014);
- (m) “*Zoning Bylaw*” means the District of North Vancouver Zoning Bylaw No. 3210, 1965 as *modified* by the Zoning Amendment Bylaw and as further amended, consolidated, re-enacted or replaced from time to time.

**APPLICATION OF AGREEMENT**

2. This Agreement applies to the Land, including any parcels of land into which the Land may be subdivided. This Agreement applies to the Land and to no other land.

**BYLAW AMENDMENTS NOT TO APPLY**

3. For the term of this Agreement, any amendment or repeal of the Specified Zoning Bylaw Provisions shall not apply to the Land, except:
  - (a) as provided in section 905.1(6) of the *Local Government Act* as amended, consolidated, re-enacted or replaced from time to time; or
  - (b) to the extent that the Owner or, if applicable, a permitted assignee of the Owner's interest under this Agreement in relation to all or a part of the Land agrees in writing that the amendment or repeal shall apply to all or a part of the Land.

**TERM OF AGREEMENT**

4. The term of this Agreement is ten (10) years from the date of adoption of the Zoning Amendment Bylaw.
5. The parties may terminate this Agreement at any time by written agreement of the Owner and the District.
6. If the amenities and features of the development set out in sections 8 through 14 are not provided to the standards and at the times set out in those sections, on which question the opinion of the District shall be determinative provided that the District may not act unreasonably, the District may at its option terminate this Agreement by providing notice in writing to the Owner, provided that the District has at least two (2) months prior to giving such notice advised the Owner in writing of any alleged failure (the "Default Notice") to provide such amenities and features in accordance with this Agreement and the Owner has not corrected the deficiency to the reasonable satisfaction of the District, or if such default reasonably requires longer than two (2) months to remedy, the Owner has failed to substantially commence remedying such default within two (2) months after receipt of the Default Notice to the reasonable satisfaction of the District, or has failed to substantially complete remedying the default within six (6) months after receipt of the Default Notice to the reasonable satisfaction of the District.
7. The Owner shall make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 6. The Owner acknowledges and agrees that termination of this Agreement will not in any way affect the validity of the Development Covenant or Housing Agreement or any of the land use restrictions contained therein all of which continue in full force and effect notwithstanding the expiry or earlier termination of this Agreement.

**AMENITIES AND FEATURES OF THE DEVELOPMENT**

8. The Owner shall pay to the District \$1,500,000 for deposit to a District reserve fund to be used for amenity projects determined by Council which may include but are not limited to environmental enhancements to Hastings Creek, the Recreation Facility, enhancements to public trails and a child/adult centre in Lynn Valley, which said \$1,500,000 must be paid as follows:



- (a) \$700,000 upon adoption of the Zoning Amendment Bylaw; and
  - (b) \$800,000 upon the issuance of a building permit authorizing the construction of the 200<sup>th</sup> dwelling unit on the Land.
9. The Owner shall cause the Transportation Infrastructure Improvements to be constructed, installed and completed to the satisfaction of the District and shall provide security for said obligation, all in the time and manner and in accordance with the detailed design and specifications set out in the Servicing Agreement and the Development Covenant, and the Owner shall provide a deposit to the District in the amount of \$1,600,000 to secure the said construction, installation and completion of the Transportation Infrastructure Improvements. If the verifiable out-of-pocket expenses incurred by the Owner on account of the construction, installation and completion of the Transportation Infrastructure Improvements are less than \$1,600,000, then the balance of the deposit may be used by the District in its discretion for other traffic or transportation improvements in the Lynn Valley area or benefiting the Lynn Valley community. If the cost to construct the Transportation Infrastructure Improvements is greater than \$1,600,000, then the excess shall be to the account of the Owner and shall be the sole responsibility of the Owner. The definition of what may be included in the cost of the Transportation Infrastructure Improvements and the mechanisms for verifying said costs will be set out in the Development Covenant.
  10. The Owner shall construct the Affordable Rental Units in accordance with the terms and conditions set out in the Housing Agreement, and shall transfer the said Affordable Rental Units to the Society in the time and manner and for the purchase price set out in the Housing Agreement and the Development Covenant;
  11. The Owner shall grant to the District the RFR in the Affordable Rental Units in the time and manner set out in the Housing Agreement and Development Covenant;
  12. The Owner shall ensure that buildings and structures on the Land, including all service infrastructure provided by or on behalf of the Owner, complies with the green building and building accessibility requirements set out in the Development Covenant.
  13. The Owner shall make a public art contribution or public art contributions in the total amount of \$500,000 in the manner and at the times specified in the Development Covenant.
  14. If the District gives the Owner written notice that a district energy system is or will be developed in the Lynn Valley area, then the Owner shall install a hydronic source heating system in each of the buildings to be constructed on each of the Development Parcels on the Land for which a building permit has not been issued at the time of delivery of said notice. The said hydronic source system shall be district energy ready and compatible with and ready for connection to the District Energy System or such other alternate system as the Director may approve. The Owner shall grant Replacement Covenants to the District, which said Replacement Covenants shall obligate the registered owners of the Development Parcels to connect the Buildings to the District Energy System in accordance with and subject to the conditions contained in the Replacement Covenant. For the purpose of this section 14, "Buildings", "Director", "District Energy System", "Development Parcels", and "Replacement Covenants" have the meanings given to them in the Development Covenant.

**ASSIGNMENT OF AGREEMENT**

15. The Owner may assign this Agreement if:
- (a) the District, acting reasonably, consents in writing to the assignment;
  - (b) the fee simple title to all of the Land (or to the part of the Land that has not been developed or subdivided under the strata property act in accordance with the Development Covenant) is transferred to the assignee;
  - (c) the assignee is a developer licensed to do business in the District;
  - (d) the assignee has executed and delivered to the District an assumption agreement, in form and content satisfactory to the District, assuming the Owner's obligations under this Agreement; and
  - (e) the assignee has entered into an assignment agreement with the Owner, in form and content satisfactory to the District, assigning this Agreement.
16. An assumption agreement entered into between the District and an Assignee pursuant to section 15 will shall not operate to release the Owner of its liability to the District for the fulfillment of all of the Owner's obligations under this Agreement.

**AMENDMENT OF AGREEMENT**

17. The parties may in writing agree to minor amendments to this Agreement, and for that purpose a "minor amendment" is an amendment to sections 8, 9, 10, 11, 12, 13 or 14 or an amendment to the Development Covenant, Housing Agreement, Servicing Agreement or RFR.

**GENERAL TERMS AND CONDITIONS**

18. Any notice permitted or required by this Agreement to be given to either party must be given to that party at the address set out above, or to any other address of which the party has given the other party notice in writing expressly for the purposes of this Agreement.
19. Except as expressly set out in this Agreement, nothing in this Agreement shall prejudice or affect the rights and powers of the District in the exercise of its functions under the *Community Charter* or the *Local Government Act* or any of its bylaws, or those of the District's approving officer under the *Land Title Act* or the *Strata Property Act*.
20. Any opinion, decision, act or expression of satisfaction or acceptance provided for in this Agreement may be taken or made by the District's Director of Planning, Permits and Licences, unless expressly provided to be taken or made by another official of the District.
21. No provision of this Agreement is to be considered to have been waived by the District unless the waiver is expressed in writing by the District. The waiver by the District of any breach by any of the other parties of any provision is not to be construed as or constitute a waiver of any further or other breach.
22. Whenever in this Agreement the District is required or entitled to exercise any discretion in the granting of consent or approval, or is entitled to make any determination, take any action or



exercise any contractual right or remedy, the District may do so in accordance with the contractual provisions of this Agreement and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice or otherwise, shall have any application in the interpretation or implementation of this Agreement except to the extent that such duty arises as a matter of public law.

23. The Owners shall indemnify and save harmless the District, its elected and appointed officials, officers, employees, agents, contractors, licensees and invitees and others for whom the District is in law responsible (the "District Representatives") from and against any and all actions, causes of action, liabilities, demands, losses (including loss of profits), damages, costs, expenses (including actual fees of professional advisors), remediation of contamination costs, fines, penalties and other harm of any kind whatsoever, whether related to death, bodily injury, property loss, property damage, property contamination or consequential loss or damage, suffered or incurred by the District or any of the District Representatives, directly or indirectly, arising from, resulting from, connected with or related to:
  - (a) the entering into of this Agreement;
  - (b) death, bodily injury, damage to or loss of any property or other incident or occurrence during the construction or provision of the amenities and other development contemplated by this Agreement;
  - (c) any default or breach of this Agreement by the Owners; and
  - (d) any wrongful act, omission or negligence of the Owners or their directors, officers, employees, agents, contractors, subcontractors, licensees, or others for whom they are responsible in law with respect to the covenants and obligations of the Owners pursuant to this Agreement.
24. This indemnity shall survive any conclusion or other termination of this Agreement, in relation to any matter arising prior to it.
25. Time is of the essence of this Agreement and will remain of the essence notwithstanding the extension of any dates.
26. The obligations and covenants of the parties comprising the Owner (if more than one) shall be several only, and not joint and several.
27. The Owner acknowledges and agrees that the District, acting reasonably, may, despite any public law limitations on the withholding of building permits and occupancy permits, withhold building permits and occupancy permits for the purpose of ensuring compliance with and administering the terms of this Agreement.
28. This Agreement may be executed in counterparts.

**THE DISTRICT OF NORTH VANCOUVER**  
**by its authorized signatories:**

\_\_\_\_\_  
 \_\_\_\_\_

**666479 BC LTD.**

**by its authorized signatories:**

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# The Corporation of the District of North Vancouver

## Bylaw 8053

### A bylaw to waive Development Cost Charges

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

#### 1. Citation

This bylaw may be cited as "Affordable Rental Housing Development Cost Charge Waiver Bylaw 8053, 2014".

#### 2. Waiver

2.1 Development Cost Charges shall be reduced in relation to the development to be constructed on the lands shown on the attached plan (the "Lands") by multiplying the Development Cost Charges otherwise payable for each phase of said development by a factor the numerator of which is the total gross floor area of the affordable rental unit or units in the phase of the development and the denominator of which is the total gross floor area in the phase of the development, to a maximum of \$9,000.00 per affordable rental unit.

2.2 For the purpose of this Bylaw:

(a) "affordable rental units" means the rental units in the buildings to be constructed on the Lands for which rent is restricted pursuant to a housing agreement under section 905 of the *Local Government Act* entered into between the registered owner of the Lands and the District, and pursuant to a section 219 covenant in form and substance approved by the District and registered in favour of the District against title to the Lands in priority to all financial charges; and

(b) "gross floor area" has the meaning given to it in the District's zoning bylaw.

**READ** a first time this the

**READ** a second time this the

**READ** a third time this the

**ADOPTED** this the

\_\_\_\_\_  
Mayor

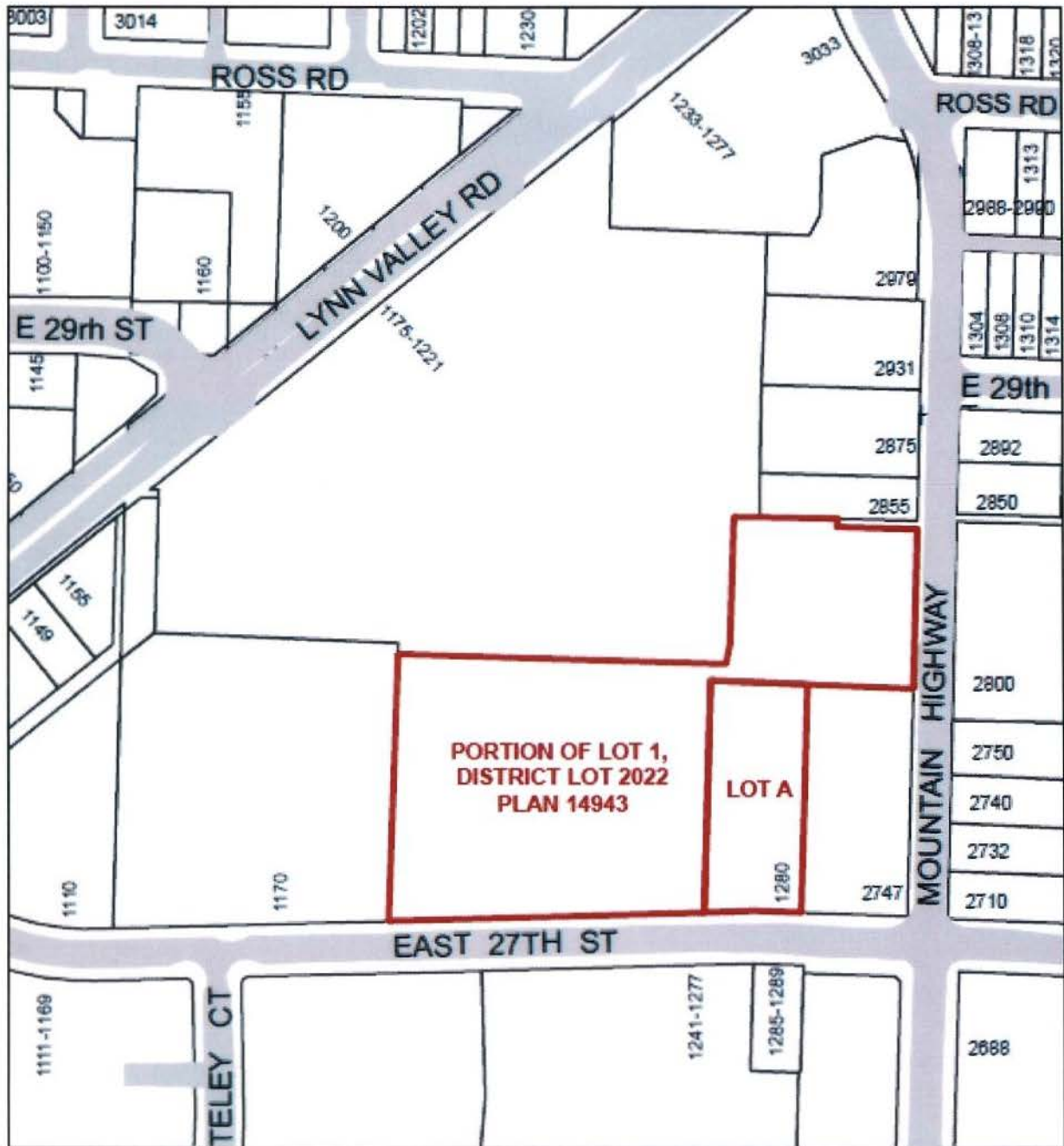
\_\_\_\_\_  
Municipal Clerk

Certified a true copy

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



## Schedule A to Bylaw 8053



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

**Bylaw 8055**

A bylaw to enter into a Housing Agreement (1175 Lynn Valley Road)

---

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

**1. Citation**

This bylaw may be cited as "Housing Agreement Bylaw 8055, 2014".

**2. Authorization to Enter into Agreement**

The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and 666479 BC Ltd. substantially in the form attached to this Bylaw as Schedule "B" with respect to the following lands:

- a) the portion of Lot 1 District Lot 2022 Plan 14943 (PID: 012-746-339) shown outlined in bold on the plan attached hereto as Schedule "A"; and
- b) Lot A, Block W, District Lot 2022, Plan 13450 (PID: 008-606-358) shown outlined in bold on the plan attached hereto as Schedule "A".

**3. Execution of Documents**

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

**READ** a first time this the

**READ** a second time this the

**READ** a third time this the

**ADOPTED** this the

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Mayor

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Municipal Clerk

Certified a true copy

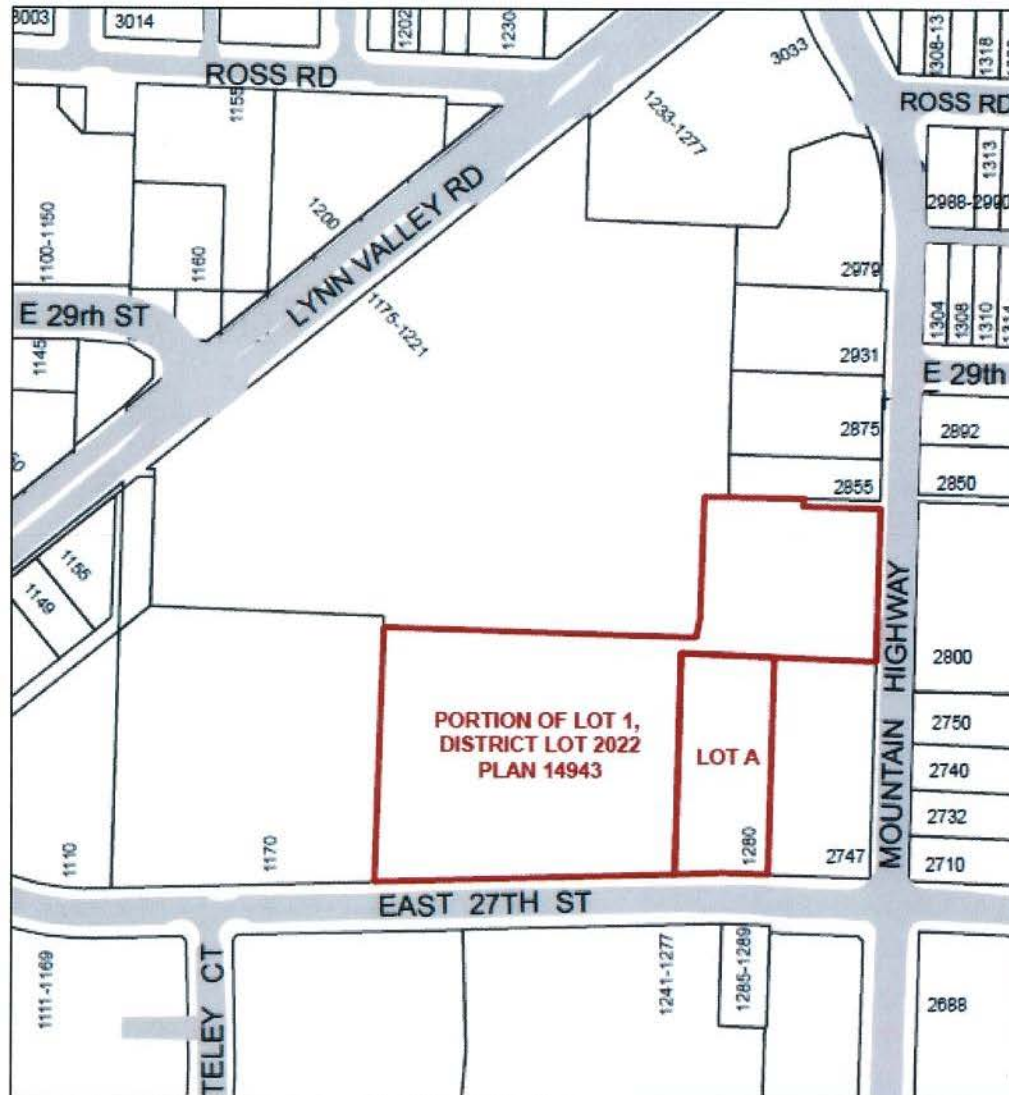
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Municipal Clerk



## Schedule A to Bylaw 8054

### SKETCH PLAN



**Schedule B to Bylaw 8054****SECTION 219 COVENANT – HOUSING AGREEMENT**

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

BETWEEN:

**THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER**, a municipality incorporated under the *Local Government Act*, R.S.B.C. 1996, c.323 and having its office at 355 West Queens Road, North Vancouver, BC V7N 4N5

(the “District”)

AND:

**666479 BC LTD.**, a company incorporated under the laws of the Province of British Columbia having an office at 500 – 1901 Rosser Avenue, Burnaby, BC V5C 6S3

(the “Developer”)

WHEREAS:

- A. The Developer is the registered owner of the Lands;
- B. The Developer wishes to obtain development permissions with respect to the Lands and wishes to create a condominium development which will contain housing strata units on the Lands;
- C. Section 905 of the *Local Government Act* authorises the District, by bylaw, to enter into a housing agreement to provide for the prevention of rental restrictions on housing and provides for the contents of the agreement; and
- D. A covenant registrable under Section 219 of the *Land Title Act* may include provisions in respect of the use of land, the use of a building on or to be erected on lands; that land is to be built on in accordance with the covenant, is not to be built on except in accordance with that covenant or is not to be built on; that land is not to be subdivided unless in accordance with the covenant or is not to be subdivided.

NOW THEREFORE in consideration of the mutual promises contained in it, and in consideration of the payment of \$1.00 by the District to the Developer (the receipt and sufficiency of which is acknowledged by the Developer), the parties covenant and agree with each other as follows, as a housing agreement under Section 905 of the *Local Government Act*, and as a contract and a deed under seal between the parties and the parties hereto further covenant and agree that the Lands shall not be used or built on except in accordance with this Covenant as follows:



## 1. **DEFINITIONS**

### Definitions

#### 1.01 In this agreement:

- (a) “*Development Covenant*” means the covenant under section 219 of the *Land Title Act* dated for reference \_\_\_\_\_, 2014 granted by the Developer to the District and registered at the Lower Mainland Land Title Office against the Lands under number \_\_\_\_\_;
- (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 to be constructed on the Lands in accordance with the Development Covenant;
- (d) “*Unit*” means a residential dwelling strata unit in any building in the Proposed Development; and
- (e) “*Unit Owner*” means the registered owner of a Dwelling Unit in any building in the Proposed Development.

## 2. **TERM**

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

## 3. **RENTAL ACCOMODATION**

### Rental Disclosure Statement

- 3.01 No Unit in a building in the Proposed Development may be occupied unless the Developer has:

- (a) before the first Unit in the building is offered for sale, or conveyed to a purchaser without being offered for sale, filed with the Superintendent of Real Estate a Rental Disclosure Statement designating all of the Units in the building as rental strata lots and imposing a 99 year rental period in relation to all of the Units pursuant to the *Strata Property Act* (or any successor or replacement legislation); and
- (b) given a copy of the Rental Disclosure Statement to each prospective purchaser of any Unit in the building before the prospective purchaser enters into an agreement to purchase in respect of the Unit.

Rental Accommodation

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

Binding on Strata Corporation

- 3.03 This agreement shall be binding upon all strata corporations created upon the strata title subdivision of the Lands pursuant to the *Strata Property Act* or any subdivided parcel of the Lands, including the Units.

Strata Bylaw Invalid

- 3.04 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.

No Bylaw

- 3.05 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.

Vote

- 3.06 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.

Notice

- 3.07 The Developer 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 Developer pursuant to the *Real Estate Development Marketing Act*.

4. **DEFAULT AND REMEDIES**Notice of Default

- 4.01 The District may, acting reasonably, give to the Developer written notice to cure a default under this Agreement within 30 days of receipt of notice. The notice must specify the nature of the default. The Developer must act with diligence to correct the default within the time specified.

Costs

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



Damages an Inadequate Remedy

- 4.03 The Developer 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.

Equitable Remedies

- 4.04 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.

No Penalty or Forfeiture

- 4.05 The Developer 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.

Cumulative Remedies

- 4.06 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 Developer acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Developer under this Agreement.

5. **LIABILITY**Indemnity

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

Release

- 5.02 Except to the extent such advice or direction is given negligently, the Developer 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 Developer by all or any of them.

Survival

- 5.03 The agreements of the Developer 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 Developer of the Lands or any Unit therein, as applicable.

6. **GENERAL PROVISIONS**District's Power Unaffected

- 6.01 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 Developer from complying with any enactment, including the District's bylaws in relation to the use of the Lands.

Agreement for Benefit of District Only

- 6.02 The Developer 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 Developer, any Unit Owner, any Occupant or any future owner, occupier or user of any part of the Proposed Development including any Unit; and
- (c) The District may at any time execute a release and discharge of this Agreement in respect of the Proposed Development or any Unit therein, without liability to anyone for doing so.



Agreement Runs With the Lands

- 6.03 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 Developer 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.

Release

- 6.04 The covenants and agreements on the part of the Developer and any Unit Owner and herein set forth in this Agreement have been made by the Developer and any Unit Owner as contractual obligations as well as being made pursuant to Section 905 of the *Local Government Act* (British Columbia) and as such will be binding on the Developer and any Unit Owner, except that neither the Developer 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.

Priority of This Agreement

- 6.05 The Developer 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.

Agreement to Have Effect as Deed

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

Waiver

- 6.07 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.

Time

- 6.08 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.

Validity of Provisions

- 6.09 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.

Extent of Obligations and Costs

- 6.10 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.

Previous Housing Agreement

- 6.11 The Developer and the District agree that the previous Housing Agreement in relation to the Lands dated for reference May 25, 2009 is hereby terminated and of no further force and effect.

Notices

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

If to the District:

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

Attention: Planning Department  
Facsimile: (604) 984-9683

If to the Developer:

Attention:  
Facsimile: (604)

If to the Unit Owner:

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

Service of any such notice, demand, or request will be deemed complete, if made by registered mail, 72 hours after the date and hour of mailing, except where there is a postal service disruption during such period, in which case service will be deemed to be complete only upon actual delivery of the notice, demand or request; if made by facsimile transmission, on the first business day after the date when the facsimile transmission was transmitted; and if made by personal service, upon personal service being effected. Any party, from time to time, by notice in writing served upon the other parties, may designate



a different address or different or additional persons to which all notices, demands, or requests are to be addressed.

#### Further Assurances

- 6.136.12 Upon request by the District, the Developer 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.

#### Enuring Effect

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

### **7. INTERPRETATION**

#### References

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

#### Construction

- 7.02 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.

#### No Limitation

- 7.03 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.

#### Terms Mandatory

- 7.04 The words “must” and “will” are to be construed as imperative.

#### Statutes

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

Entire Agreement

- 7.06 This is the entire agreement between the District and the Developer concerning its subject, and there are no warranties, representations, conditions or collateral agreements relating to this Agreement, except as included in this Agreement.
- 7.07 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 8054.

Governing Law

- 7.08 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.



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

**Bylaw 8055**

A bylaw to enter into a Housing Agreement (1175 Lynn Valley Road)

---

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

**1. Citation**

This bylaw may be cited as "Housing Agreement Bylaw 8055, 2014".

**2. Authorization to Enter into Agreement**

The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and 666479 BC Ltd. substantially in the form attached to this Bylaw as Schedule "B" with respect to the following lands:

- a) the portion of Lot 1 District Lot 2022 Plan 14943 (PID: 012-746-339) shown outlined in bold on the plan attached hereto as Schedule "A"; and
- b) Lot A, Block W, District Lot 2022, Plan 13450 (PID: 008-606-358) shown outlined in bold on the plan attached hereto as Schedule "A".

**3. Execution of Documents**

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

**READ** a first time this the

**READ** a second time this the

**READ** a third time this the

**ADOPTED** this the

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Mayor

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Municipal Clerk

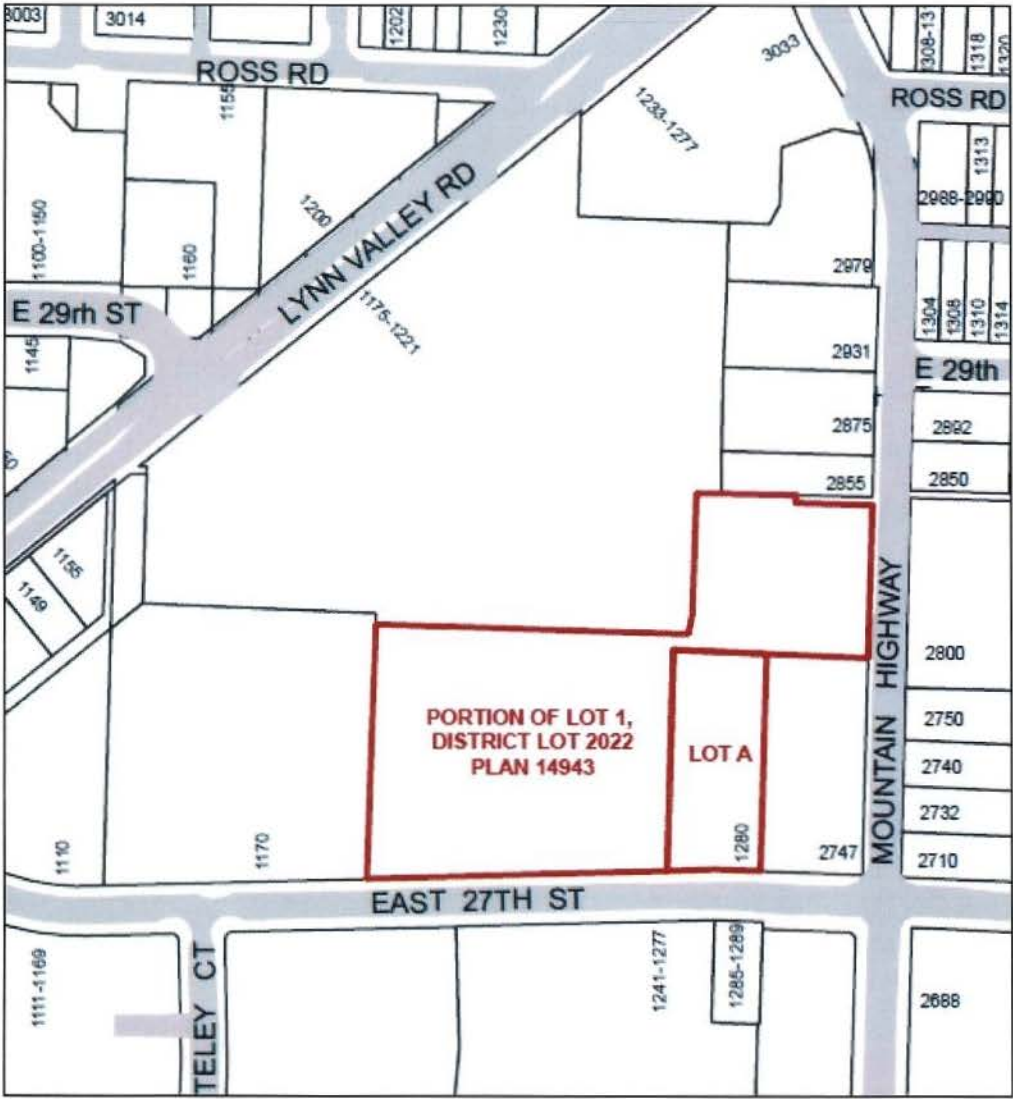
Certified a true copy

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Municipal Clerk

Schedule A to Bylaw 8055

SKETCH PLAN





**Schedule B to Bylaw 8055****HOUSING AGREEMENT**

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

BETWEEN:

**666479 BC LTD.**, a company incorporated under the laws of the Province of British Columbia having an office at 500 – 1901 Rosser Avenue, Burnaby, BC V5C 6S3

(the “Owner”)

AND:

**THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER**, a municipality incorporated under the *Local Government Act*, R.S.B.C. 1996, c.323 and having its office at 355 West Queens Road, North Vancouver, BC V7N 4N5

(the “Municipality”)

WHEREAS:

- A. The Owner is the registered owner of the parcel of land in the District of North Vancouver legally described as:
  - (a) *[insert legal description for the new parcel for the portion of PID: 012-746-339 Lot 1 District Lot 2022 Plan 14943 shown outlined in bold on the plan attached hereto as Schedule “A”]*, and
  - (b) PID: 008-606-358 Lot A, Block W, District Lot 2022, Plan 13450
 (together referred to herein as the “Lands”);
- B. The Owner wishes to obtain development permissions with respect to the Lands and wishes to create a development containing a range of residential and commercial uses and associated civic and community uses, including six affordable rental units as defined herein;
- C. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the Municipality in respect of the use of land, construction on land or the subdivisions of land;
- D. Section 905 of the *Local Government Act* permits the Municipality to enter into a housing agreement with an owner of land, which agreement may include terms and conditions regarding the occupancy, tenure and availability of dwelling units located on the Land; and

- E. The Owner and the Municipality wish to enter into this Agreement to restrict the use of, and construction on, the Land on the terms and conditions of this agreement, to have effect as a housing agreement under section 905 of the *Local Government Act*,

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

## 1. DEFINITIONS

### Definitions

1.01 In this agreement:

- (a) “*Affordable Rental Units*” means the six (6) one-bedroom residential Dwelling Units, one in each multi-family residential building to be constructed on the Lands, each having a Gross Floor Area of not less than \_\_\_\_ square feet, said affordable rental units to be designed, located and configured in accordance with the requirements and approvals set out in the Development Covenant;
- (b) “*Consumer Price Index*” means the all-items consumer price index published by Statistics Canada, or its successor in function, for Vancouver, where \_\_\_\_ = 100;
- (c) “*Development Covenant*” means the section 219 covenant registered under number \_\_\_\_ at the LTO against the Owners title to the Lands in favour of the Municipality, which said Development Covenant stipulates, among other things, that, in respect of each Building on the Lands : (1) no building permit will be issued for any development on the Lands unless and until the Owner has entered into a memorandum of understanding with the Society in form and substance acceptable to the Municipality, for the transfer of the Affordable Rental Unit in said Building from the Owner to the Society; (2) within 60 days after issuance of a building permit for the said Building the Owner and the Society must have entered into a conditional agreement of purchase and sale, in form and substance acceptable to the Municipality, for the transfer of the Affordable Rental Unit in the said Building s from the Owner to the Society; and (3) no occupancy permit will be issued for any Dwelling Unit unless and until the Owner has granted to the Municipality the RFR and the RFR is registered at the LTO against the title to the Affordable Rental Units in priority to all financial charges and encumbrances, and the Affordable Rental Units are transferred to the Society subject to the Municipality’s RFR and this section 219 housing agreement covenant;
- (d) “*Director*” means the Municipality’s General Manager of Planning, Properties and Permits and his or her designate;
- (e) “*Dwelling Unit*” means a residential strata lot in the Proposed Building;
- (f) “*Discharges*” has the meaning given to it in section 2.02 herein;



- (g) “*Eligible Person*” means a Person with a Disability that establishes (by way of the previous year’s income tax forms for each household member or individual that will reside in the Affordable Rental Unit) an aggregate annual household gross income that is no greater than the annual rent for the Affordable Rental Unit multiplied by 4.63 (which annual rent, for greater certainty, may not be greater than the Subsidized Rental Rate);
- (h) “*Gross Floor Area*” has the meaning given to it in the Municipality’s Zoning Bylaw 3210, 1965, as amended and consolidated from time to time;
- (i) “*Lands*” has the meaning given to it in recital B herein;
- (j) “*LTO*” means the Lower Mainland Land Title Office and any successor of that office;
- (k) “*Person with a Disability*” means a person who is not less than 18 years of age who has a life-long disability that would entitle the person to disability benefits under a recognized disability benefit program;
- (l) “*Proposed Buildings*” means the proposed six multi-family buildings to be constructed on the Lands as described in the Development Covenant;
- (m) “*RFR*” means the right of first refusal to purchase the Affordable Rental Units to be granted by the Owner to the Municipality in accordance with the Development Covenant and this Agreement, which said RFR will be substantially in the form attached hereto as Schedule “A”;
- (n) “*Society*” means a registered not-for-profit society approved in writing by the Municipality;
- (o) “*Strata Corporation*” means the strata corporation established pursuant to the *Strata Property Act* (British Columbia) upon registration at the LTO of a strata plan to stratify the Proposed Building, once constructed; and
- (p) “*Subsidized Rental Rate*” means in respect of the first and any subsequent resident in actual occupation of an Affordable Rental Unit:
  - (i) for the first 12 months after a certificate of final occupancy is issued for the Proposed Building by the Municipality, an amount of rent not greater than \$\_\_\_\_\_.00; and
  - (ii) for each subsequent 12 month period, an amount not greater than the rent for the preceding 12 month period multiplied by a fraction the numerator of which is the Consumer Price Index for the month immediately prior to the commencement of the subsequent 12 month period and the denominator of which is the Consumer Price Index for the same month one year earlier.

## 2. THE AFFORDABLE RENTAL UNITS

### Owner's Covenants

2.01 The Owner covenants and agrees with the Municipality that:

- (a) the Lands will not be developed for residential purposes and no residential building or structure will be constructed on the Lands unless as part of the construction and development of any such building or structure, the Owner also designs and constructs to completion, in accordance with a building permit issued by the Municipality and in accordance with the Development Covenant and a development permit issued by the Municipality, the Affordable Rental Units;
- (b) the Affordable Rental Units must be designed and constructed to the same standard, in terms of layout, workmanship and materials, as the balance of the Dwelling Units in the Proposed Buildings on the Lands; and
- (c) the level three accessibility features set out in Schedule "B", or equivalent features acceptable to the Director, will be incorporated in each of the Affordable Rental Units;
- (d) one handicap parking stall will be designated as limited common property under the *Strata Property Act* (British Columbia) for each of the Affordable Rental Units;
- (e) the Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement will be registered as a section 219 covenant against title to the Lands in priority to all financial charges and encumbrances at the earliest possible opportunity after execution and delivery by the Municipality;
- (f) the Owner will do everything necessary, at the Owner's expense, to ensure that the RFR will be registered against title to the Affordable Rental Units in priority to all financial charges and encumbrances in accordance with the Development Covenant and this Agreement; and
- (g) the Owner will do everything necessary to transfer title to the Affordable Rental Units to the Society subject to the RFR and this section 219 Housing Agreement Covenant in accordance with the Development Covenant and this Agreement for a purchase price equal to the market value of said Affordable Rental Units valued as a market condominium unit (as determined by a professional appraiser having the AAIP designation) less \$150,000.00 and less the dollar value of the DCC waiver granted by the District in respect of the Affordable Rental Units.

### Discharge Provision

2.02 At the request of the Owner and at the Owner's sole expense, the Municipality will deliver to the Owner discharges (collectively, the "Discharges") in registrable form discharging this Agreement from:



- (a) any non-residential parcel created by subdivision of the Lands (by airspace subdivision or otherwise) for the purpose of creating a parcel for commercial purposes; and
- (b) each Dwelling Unit created by the strata subdivision of the Proposed Buildings that is not an Affordable Rental Unit,

provided that the Municipality may withhold delivery of the Discharges until after the Municipality has received from the Strata Corporation its duly authorized agreement that it will not take any action that would result in an inability to rent the Affordable Rental Units in accordance with this Agreement or would render such rental a breach of the Strata Corporation bylaws.

#### Limitation on Discharges

- 2.03 The Municipality will be under no obligation to provide the Discharges unless the Director is satisfied that the Owner has met all of its obligations under section 2.01 of this Agreement.

#### Effect of Discharge

- 2.04 Any Dwelling Unit against which this section 219 Housing Agreement Covenant remains as a charge after deposit at the LTO of the Discharges will be deemed to be an Affordable Rental Unit under this Agreement.

#### Rental Housing

- 2.05 The Affordable Rental Units may not be used for any purpose whatsoever save and except for the purposes of rental housing for Eligible Persons pursuant to arm's length month-to-month residential tenancy agreements or arm's length residential tenancy agreement with terms not exceeding three (3) years in duration (including all periods in respect of which any rights or renewal, contingent or otherwise have been granted).

#### Occupancy Restriction

- 2.06 No Affordable Rental Unit may be occupied except by the following:
- (a) an Eligible Person pursuant to a residential tenancy agreement that complies with section 2.06; and
  - (b) other individuals, not Eligible Persons, who are living in a single domestic unit with an Eligible Person referred to in section 2.07(a) above.

Rental Rate Restriction

- 2.07 In addition to the occupancy restrictions in section 2.07, the Owner shall not suffer, cause or permit occupancy of an Affordable Rental Unit except pursuant to a residential tenancy agreement that:
- (a) does not require payment of rent or the provision of any other consideration that exceeds the Subsidized Rental Rate;
  - (b) does not require the rent to be prepaid at an interval greater than monthly; and
  - (c) prohibits the tenant from subletting the Subsidized Rental Rate or assigning the tenancy agreement for rent greater than the Subsidized Rental Rate.

Housing List and Guidelines

2.08 The Owner must:

- (a) prepare guidelines, criteria and procedures for determining eligibility for occupancy of an Affordable Rental Unit;
- (b) accept applications for Affordable Rental Units from those Eligible Persons who satisfy the guidelines, criteria and procedures established by the Owner under subsection 2.09(a);
- (c) maintain a Housing List of Eligible Persons from whom the Owner has accepted applications for residential occupancy of an Affordable Rental Unit and who have been denied an Affordable Rental Unit as a result of a lack of availability of Affordable Rental Units;
- (d) where an Affordable Rental Unit becomes available for occupancy, offer the Affordable Rental Unit to a person on the Housing List in the order in which the application was made, unless the person is no longer an Eligible Person or no longer meets the guidelines and criteria for occupancy, or the Owner on reasonable grounds otherwise does not consider that person to be an acceptable candidate for occupancy of the Affordable Rental Unit; and
- (e) make the Housing List available to the Municipality upon request.

Compliance with Laws

- 2.09 The Owner will at all times ensure that the Affordable Rental Units are used and occupied in compliance with all statutes, laws, regulations, and orders of any authority having jurisdiction and without limiting the generality of the foregoing all bylaws of the Municipality and all federal, provincial, municipal or local laws, statutes or ordinances relating to environmental matters, including all rules, regulations, policies, guidelines, criteria or the like promulgated under or pursuant to any such laws.



Statutory Declaration

- 2.10 Within three days after receiving notice from the Municipality, the Owner must deliver to the Municipality a statutory declaration, substantially in the form attached as Schedule "C", sworn by the Owner under oath before a commissioner for taking affidavits in British Columbia, containing all of the information required to complete the statutory declaration.

**3. DEFAULT AND REMEDIES**Notice of Default

- 3.01 The Municipality may, acting reasonably, give to the Owner written notice to cure a default under this Agreement within 30 days of receipt of notice. The notice must specify the nature of the default. The Owner must act with diligence to correct the default within the time specified.

Costs

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

Damages

- 3.03 The Owner acknowledges that the Municipality requires Eligible Persons housing for the benefit of the community. The Owner therefore agrees that for each day the Land is occupied in breach of this Agreement, the Owner must pay the Municipality \$100.00, as liquidated damages and not as a penalty, due and payable at the offices of the Municipality on the last day of the calendar month in which the breach occurred. The Daily Amount is increased on January 1 of each year by the amount calculated by multiplying the Daily Amount as of the previous January 1 by the percentage increase between that previous January 1 and the immediately preceding December 31 in the Consumer Price Index. The Owner agrees that payment may be enforced by the Municipality in a court of competent jurisdiction as a contract debt.

Rent Charge

- 3.04 By this section, the Owner grants to the Municipality a rent charge under section 219 of the *Land Title Act*, and at common law, securing payment by the Owner to the Municipality of the amounts described in section 3.03. The Municipality agrees that enforcement of the rent charge granted by this section is suspended until the date that is 30 days after the date on which any amount due under section 3.03 is due and payable to the Municipality in accordance with section 3.03. The Municipality may enforce the rent charge granted by this section by an action for an order for sale or by proceedings for the appointment of a receiver.

Specific Performance

- 3.05 The Owner agrees that, without affecting any other rights or remedies the Municipality may have in respect of any breach of this Agreement, the Municipality is entitled to obtain an order for specific performance of this agreement and a prohibitory or mandatory injunction in respect of any breach by the Owner of this Agreement. The Owner agrees that this is reasonable given the public interest in restricting occupancy of the Land in accordance with this Agreement.

#### No Penalty or Forfeiture

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

#### Cumulative Remedies

- 3.07 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.

### **4. LIABILITY**

#### Indemnity

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

#### Release

- 4.02 Except to the extent such advice or direction is given negligently, the Owner hereby releases and forever discharges the Municipality, 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 Building or any part thereof which has been or hereafter may be given to the Owner by all or any of them.

#### Survival

- 4.03 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 Dwelling Unit therein, as applicable.

### **5. GENERAL PROVISIONS**

#### Municipality's Power Unaffected

- 5.01 Nothing in this Agreement:

- (a) affects or limits any discretion, rights or powers of the Municipality 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 Municipality's bylaws in relation to the use of the Lands.

#### Agreement for Benefit of Municipality Only

- 5.02 The Owner and Municipality agree that:

- (a) this Agreement is entered into only for the benefit of the Municipality;
- (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 Building including any Dwelling Unit; and
- (c) The Municipality may at any time execute a release and discharge of this Agreement in respect of the Proposed Building or any Dwelling Unit therein, without liability to anyone for doing so.

#### Agreement Runs With the Lands

- 5.03 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 Dwelling

Unit after the date of this Agreement. Notwithstanding anything contained herein, the Owner shall not be liable under any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring on the Lands or a portion thereof after the Owner ceases to own the Lands or such portion thereof.

#### Release

- 5.04 The covenants and agreements on the part of the Owner and herein set forth in this Agreement have been made by the Owner as contractual obligations as well as being made pursuant to Section 905 of the *Local Government Act* (British Columbia) and as such will be binding on the Owner, except that neither the Owner shall be liable for any default in the performance or observance of this Agreement occurring after the Owner ceases to own the Lands or the Affordable Dwelling Units as the case may be.

#### Priority of this Agreement

- 5.05 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 Dwelling Unit in the Proposed Building, including any amendments to this Agreement as may be required by the LTO or the Municipality to effect such registration, subject to the discharge provisions contained herein.

#### Agreement to Have Effect as Deed

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

#### Waiver

- 5.07 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.

#### Time

- 5.08 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.

#### Validity of Provisions

- 5.09 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.

#### Extent of Obligations and Costs



- 5.10 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.

#### Notices

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

If to the Municipality:

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

Attention: Clerks Department  
Facsimile: (604) 984-9637

If to the Owner:

Attention:  
Facsimile: (604)

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

#### Further Assurances

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

#### Enuring Effect

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

## **6. INTERPRETATION**

### References

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

### Construction

- 6.02 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.

### No Limitation

- 6.03 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.

### Terms Mandatory

- 6.04 The words “must” and “will” are to be construed as imperative.

### Statutes

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

### Entire Agreement

- 6.06 This is the entire agreement between the Municipality 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.
- 6.07 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 Municipality Council of a bylaw to amend Bylaw 8055.

### Governing Law

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



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

**CONSENT AND PRIORITY AGREEMENT**

GIVEN THAT:

- A. \_\_\_\_\_ (the "Owner") is the Registered Owner of the Land described in Item 2 of Page 1 of the Form C (the "Land");
- B. The Owner granted \_\_\_\_\_ (the "Prior Chargeholder") a Mortgage and Assignment of Rents registered against title to the Land in the Lower Mainland Land Title Office (the "LTO") under Nos. \_\_\_\_\_, as extended by \_\_\_\_\_ and \_\_\_\_\_, as extended by \_\_\_\_\_ (together, the "Prior Charge");
- C. The Owner granted to THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER (the "District") a Covenant attached to this Agreement and registered against title to the Land in the LTO immediately before registration of this Agreement (the "Subsequent Charge"); and
- D. Section 207 of the *Land Title Act* permits the Prior Chargeholder to grant priority over a charge to the District as Subsequent Chargeholder.

THEREFORE this Agreement is evidence that in consideration of \$1.00 and other good and valuable consideration received by the Prior Chargeholder from the District (the receipt and sufficiency of which the Prior Chargeholder acknowledges):

- 1. The Prior Chargeholder consents to the granting and registration of the Subsequent Charge and the Prior Chargeholder agrees that the Subsequent Charge shall be binding upon their interest in and to the Land.
- 2. The Prior Chargeholder grants to the District, as a Subsequent Chargeholder, priority for the Subsequent Charge over the Prior Chargeholder's right, title and interest in and to the Land, and the Prior Chargeholder postpones the Prior Charge and all of their right, title and interest thereunder to the Subsequent Charge as if the Subsequent Charge had been executed, delivered and registered prior to the execution, delivery and registration of the Prior Charge.

As evidence of its agreement to be bound by the terms of this instrument, the Prior Chargeholder has executed the Land Title Office Form C to which this Agreement is attached and which forms part of this Agreement.

Article 2



## SCHEDULE "A"

## RIGHT OF FIRST REFUSAL

THIS AGREEMENT dated for reference the \_\_\_\_ day of \_\_\_\_\_, 2013

BETWEEN:

(the "Owner")

AND:

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

(the "District")

THIS AGREEMENT is evidence that in consideration of payment of \$10.00 by the District to the Owner and other and valuable consideration, the receipts of which is acknowledged by the Owner, the Owner grants to the District a right of first refusal (the "RFR") to purchase the Strata Lots on the following terms and conditions:

1. Definitions – In this Agreement:

- (a) "Arm's length" has the same meaning as that term has in the *Income Tax Act* of Canada and amending Acts;
- (b) "Bona Fide Offer" means an offer to purchase the Strata Lots:
  - (i) in writing;
  - (ii) signed by an Outside Offeror;
  - (iii) only in its entirety and no other property, rights or assets;
  - (iv) in a form legally enforceable against the Outside Offeror and subject to no conditions which are not capable of being waived by the Outside Offeror;
  - (v) providing for a deposit of not less than 10% of the proposed purchase price within 72 hours of the removal or waiver of all conditions; and
  - (vi) providing that if the District does not exercise its right of first refusal as set forth in this Agreement, the Outside Offeror will grant to the District a right of first refusal (the "New RFR") to purchase the Strata Lots upon the same terms and conditions as are set forth in this Agreement;

- (c) "Business Day" means Monday to Friday inclusive except for those excluded days declared by lawful authority as holidays, excluding any day that the LTO is not open for business;
  - (d) "Expiry Time" with respect to any offer made by the Owner to the District under section 4, will be 5:00 PM in the afternoon on the 30<sup>th</sup> Business Day after receipt by the District of such offer. In determining such time the day such offer is received will be excluded;
  - (e) "LTO" means the Lower Mainland Land Title Office or its successor;
  - (f) "New RFR" has the meaning given to it in subsection 1(b)(vi);
  - (g) "Outside Offeror" means a purchaser or prospective purchaser of all four of the Strata Lots who deals at arm's-length with the Owner;
  - (h) "Strata Lots" means the six strata parcels described in Item 2 of the Form C General Instrument Part 1 to which this Agreement is attached and which forms part of this Agreement; and
  - (i) "Term" means that period of time from and after the date of this Agreement to and including January 1, 2114
2. Restrictions on Sale – During the Term, the Owner will not sell, transfer or otherwise convey any of the Strata Lots except:
- (a) for consideration payable entirely in lawful money of Canada;
  - (b) to an Outside Offeror;
  - (c) pursuant to a Bone Fide Offer; and
  - (d) in accordance with, and to the extent permitted by, the terms of this Agreement.
3. Notice of Bone Fide Offer – If, at any time and from time to time during the Term, the Owner receives a Bona Fide Offer from an Outside Offeror, which Bona Fide Offer the Owner is willing to accept, then the Owner will deliver written notice (the "Notice") immediately to the District that the Owner has received such Bona Fide Offer, and listing the liens, charges and encumbrances subject to which the Strata Lots are to be conveyed, and will deliver to the District with the Notice a photocopy of such Bona Fide Offer, certified by the Owner to be a true copy.
4. Notice as Offer – The Notice will be deemed to constitute an offer by the Owner to the District to sell the Strata Lots to the District on and subject to all the terms and conditions set forth in such Bone Fide Offer, except that the purchase price will be the lesser of: (a) the price set forth in such Bona Fide Offer; or (b) \$\_\_\_\_\_, being the actual price paid by the Owner for the Strata Lots.



5. Offer Irrevocable – The offer by the Owner to the District under section 4 will be irrevocable and may not be withdrawn by the Owner until after the Expiry Time.
6. Acceptance of Offer – Upon receipt of the Notice, the District will have the exclusive first right, exercisable up to and including but not after the Expiry Time, to deliver to the Owner written notice (the “Acceptance”) that the District will purchase the Strata Lots upon the terms and conditions set forth in such Bona Fide Offer for a purchase price equal to the lesser of: (a) the price set forth in such Bona Fide Offer; or (b) \$ \_\_\_\_\_, again being the actual price paid by the Owner for the Strata Lots.
7. Contract of Purchase and Sale – Upon receipt by the Owner of the Acceptance, a binding contract of purchase and sale for the Strata Lots will be constituted between the Owner and the District, which contract will be completed in the manner provided in such Bona Fide Offer as if the District were the Outside Offeror.
8. Sale to Outside Offeror – If the Owner does not receive the Acceptance before the Expiry Time, then the Owner may complete the sale to the Outside Offeror as provided for in such Bona Fide Offer in strict compliance with the terms respectively set forth in the Bona Fide Offer. In such case, the District will cause its solicitors to deliver a discharge of this Agreement to the solicitors for the Owner on receipt of satisfactory undertaking from the solicitors for the Owner that the discharge will only be registered if that sale to the Outside Offeror is completed strictly in compliance with the terms of the Bona Fide Offer and as an all or nothing package including the New RFR. If the Sale to the Outside Offeror is not so completed, then any subsequent sale to any person or corporation may be made only if all the requirements of the Agreement are again complied with, and the RFR will survive and continue in full force and effect.
9. Notices – All notices required or permitted to be given under this Agreement will be in writing and will be given by personal service or by prepaid registered post, at the following addresses:

- (a) If to the Owner:

Attention:

- (b) If to the District

The Corporation of the District of North Vancouver  
355 West Queens Rd  
North Vancouver, BC V7N 4N5

Attention: Municipal Clerk

Fax: (604) 984-9637

or to such other address as either party may provide in writing to the other under this Agreement. Any notice will be deemed to have been received by the party to whom it is addressed if personally served, when served, and if mailed, on the fourth Business Day after such mailing provided that if mailed, a mail strike, slowdown, labour or other dispute which might affect delivery of such notice by mails, then such notice will only be effective if actually delivered.

10. Time – Time is of the essence.
11. Governing Law – This Agreement will be governed and construed in accordance with the laws of the Province of British Columbia.
12. References – Wherever the singular or masculine is used in this Agreement the same will be deemed to include references to the plural, feminine or body corporate, as the case may be.
13. Construction – The division of this Agreement into sections, and the insertion of headings are for convenience or reference only and are not to effect the construction or interpretation of this Agreement.
14. Enurement - This Agreement will enure to the benefit of and be binding upon the respective successors, heirs, executors, administrators and assigns of the parties.
15. Execution - By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

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



**SCHEDULE “B”**

**ADAPTABLE DESIGN GUIDELINES  
ENHANCED FEATURES  
LEVEL THREE**

The following are general guidelines. Specifics should be determined by reference to the likely needs of the residents. In addition, advances in technology may affect many features at this level.

<b>Entrance</b>	Unobstructed access to building	Enable a person using a cane, walker, or wheelchair to gain entry
<b>Entrance</b>	Outside stairs – colour contrast on nosing of each stair	Assist visually impaired
<b>Entrance</b>	Unobstructed access from parking levels containing accessible parking, including 122 cm or 48 inch wide corridors and 61 cm or 24 inch clear wall space adjacent to door latch	Permit mobility of those with walkers and chairs
<b>Entrance</b>	Easy to read building address numbers (10 cm or 4 inch letters in contrasting colours)	Assist visually impaired
<b>Entrance</b>	Good lighting both outside and inside building entrance	Assist visually impaired
<b>Entrance</b>	Canopy over entrance and door phone (91 cm x 91 cm or 36 inch x 36 inch)	Shelter for those with mobility impairment
<b>Entrance</b>	Enter phones, elevator and door bells at 106 cm or 42 inch above floor	Permit those in wheelchair to reach buttons
<b>Entrance</b>	Accessible mailbox with turning space beside	To permit wheelchair users to access
<b>Entrance</b>	Provide wiring for automatic door opener	Permit installation
<b>Entrance and doors</b>	91 cm or 36 inch doors at entry and throughout building	Permit wheelchair access
<b>Entrance</b>	Unobstructed access to building	Enable person using a cane, walker, wheelchair to gain entry
<b>Entrance</b>	Outside stairs-colour contrast on nosing of each stair	Assist the visually impaired
<b>Entry/foyer</b>	No polished finish on floors	Reduce slipping
<b>Doors</b>	Flush thresholds throughout (13mm or ½ inch)	Assist those with walkers and/or visual impairment
<b>Doors</b>	Lever door handles	Assist those with mobility problems
<b>Circulation/corridors</b>	Minimum of 122 cm or 48 inch wide (except service entrance)	Permit movement of wheelchairs

<b>Circulation</b>	Contrasting colour signage in common areas	Assist visually impaired
<b>Bedroom/living room</b>	Wiring for visual alarm system in living room and min. of one bedroom (Connect to fire alarm system)	Permit installation of a warning alarm for hearing impaired
<b>Bedroom</b>	Duplex outlet beside telephone jack	Permit installation of electronic equipment
<b>Unit entry doors</b>	Adjustable door closers to reduce force necessary to open door to 5 lbs. (22N)	Permit the frail to open door
<b>Unit entry doors</b>	Add a second peep hole at 104 cm or 41 inches	
<b>Corridors/circulation</b>	Corridors-minimum 152 cm or 60 inch wide (except service areas)	Permit movement of wheelchairs
<b>Corridors/circulation</b>	Provide 152 cm or 60 inch turning radius outside and inside entry corridor of each unit	Permit movement of wheelchair
<b>Interior doors</b>	86 cm or 34 inches clear door opening, pocket doors in small spaces with heavy duty hardware and D-handles	Mobility and ease of operation for those with walkers, chairs, and/or who are frail
<b>Balconies and patios</b>	Min. 86 cm or 34 inch wide clear opening, level thresholds (1/2" or 1.3 cm) and 152 cm or 60 inch turning radius on balcony	
<b>Windows</b>	Prefer an opening mechanism a max of 117 cm or 46 inch above floor, easy grasp levers	Allow mobility impaired to operate
<b>Windows</b>	Sills max of 76 cm or 30 inch above floor	Allow those in chairs to see and use
<b>Electrical</b>	Switches and thermostats max of 106 cm or 42 inch above floor	Allow wheelchair users to reach
<b>Electrical</b>	Electrical outlets, cable outlets, telephone jacks not lower than 46 cm or 18 inch above floor	Reduce need to bend low
<b>Electrical</b>	Wiring for visual alarm system in living room and one bedroom connected to fire alarm system	Strobe or other device for the hearing impaired
<b>Electrical</b>	Rocker switches	For those with arthritis
<b>Electrical</b>	Provide wiring for automatic door opener and strike at a unit entry	To permit inexpensive addition of an automatic door opener for those with severe mobility difficulties
<b>Electrical/phone</b>	Duplex outlets beside phone jacks	To permit installing monitoring equipment
<b>Kitchen</b>	Continuous counter between sink and stove	Allow frail to slide pans across

<b>Kitchen</b>	Pull out work boards at 81 cm or 32 inch height	Permit those in wheelchair to prepare meals
<b>Kitchen</b>	Adjustable shelves in all cabinets; D cabinet handles	Permit access by those with mobility impairment
<b>Kitchen</b>	Lever faucet handles	Permit easy use
<b>Kitchen</b>	Provide 152 cm of 60 inch turning radius	Enable use of wheelchair
<b>Kitchen</b>	Provide sufficient space for future installation of cook top, wall oven and side by side frig; provision for removal of sink cabinet and lowering of countertop height	Enable full use by wheelchair
<b>Kitchen</b>	Some electrical switches and outlets at front of counters	To enable those in a wheelchair to reach
<b>Kitchen</b>	Continuous counter between sink and stove	Allow pans to be slid, not lifted
<b>Kitchen</b>	Adjustable height workspace min. 81 cm or 32 inch between sink and stove	Enable those in wheelchair to prepare foods
<b>Kitchen</b>	Lowest shelf of cupboard 137 cm or 54 inch above floor	To enable those in wheelchair to reach
<b>Bathroom</b>	Solid backing provided in walls of tub/shower, toilet area, and behind towel bars	Permit installation of grab bars
<b>Bathroom</b>	Pressure balanced tub/shower valves (as per code)	Prevent scalding
<b>Bathroom</b>	Adjustable height shower head or hand held shower head on adjustable bracket	Enable sit down showers
<b>Bathroom</b>	Offset plumbing for vanity	Allow for later adaptation for wheelchair
<b>Bathroom</b>	Toilet located adjacent to wall	Allow for transfer to toilet seat from chair
<b>Bathroom</b>	Provide entry and turning radius within bathroom for wheelchair.( removal of a vanity cabinet if nec.)	Wheelchair mobility
<b>Bathroom</b>	Tub control valve placed at outer edge of tub with spout in middle	Permit filling tub without bending or reaching
<b>Min. of one Bathroom</b>	Adaptable to permit entry and wheelchair turning radius (cabinet removal if nec.)	Permit use by wheelchair
<b>Min. of one bathroom</b>	Provide swing out door or pocket door	Access by wheelchair
<b>Min. of one bathroom</b>	Turning radius of 152 cm of 60 inch for wheelchair	Use by wheelchair
<b>Min. of one bathroom</b>	Space under sink min. 81 cm or 32 inch wide	To allow access by wheelchair



<b>Min. of one bathroom</b>	Provide for future installation of a wheelchair accessible shower with 1.3 cm or ½ inch threshold	Wheel in shower
<b>Min. of one bedroom</b>	Sufficient manoeuvring space between closet and double bed	Wheelchair access
<b>Bedroom</b>	Three way switched outlet near bed and doorway	Allow person in bed to control lights
<b>Flooring</b>	Non-glare kitchen floors, slip resistant bathroom flooring; and high-density low loop carpet with max. 1.3 cm or ½ inch underlay	
<b>Flooring</b>	High density, low loop carpet	Ease mobility/wear and tear walker/wheelchair users. Wheelchair users prefer no underlay
<b>Laundry facilities</b>	Provide front loading side by side washer dryer in unit or in accessible common area 122 cm or 48 inch manoeuvring space in front of washer/dryer	Permit use by those in a wheelchair

# SCHEDULE "C"

## Statutory Declaration

CANADA	)	IN THE MATTER OF A HOUSING AGREEMENT with
	)	the District of North Vancouver ("Housing
PROVINCE OF BRITISH COLUMBIA	)	Agreement")
	)	
	)	
	)	
	)	

I, \_\_\_\_\_, OF \_\_\_\_\_, British Columbia, do solemnly declare:

1. That I am the Owner of the six strata Lots legally described as [insert legal] and make this declaration to the best of my personal knowledge.

[or]

That I am the \_\_\_\_\_ (director, officer, employee) of the Owner of the four strata lots legally described as [insert legal] and [make this declaration to the best of my personal knowledge] [have been informed by \_\_\_\_\_ and believe the statement in this declaration to be true].

2. This declaration is made pursuant to the Housing Agreement in respect of the four strata lots.

3. For the period from \_\_\_\_\_, \_\_\_\_\_ to \_\_\_\_\_, \_\_\_\_\_, all of the aforesaid strata lots were occupied by Eligible Persons, whose names and addresses appear below, and in accordance with the Housing Agreement.

Name of Eligible Person	Age of Eligible Person	Other Resident(s) of Dwelling Unit	Apt. No.

4. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

SWORN BEFORE ME at the \_\_\_\_\_, in the  
Province of British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2010.

\_\_\_\_\_  
A Commissioner for Taking Affidavits for British Columbia

)  
)  
)  
)  
)  
)  
) **Signature of person making declaration**  
)

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