

AGENDA

PUBLIC HEARING

Tuesday, June 23, 2015

7:00 p.m.

**Council Chamber, Municipal Hall
355 West Queens Road,
North Vancouver, BC**

Council Members:

Mayor Richard Walton
Councillor Roger Bassam
Councillor Mathew Bond
Councillor Jim Hanson
Councillor Robin Hicks
Councillor Doug MacKay-Dunn
Councillor Lisa Muri



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PUBLIC HEARING

**7:00 p.m.
Tuesday, June 23, 2015
Municipal Hall, Council Chambers
355 West Queens Road, North Vancouver**

1. OPENING BY THE MAYOR

2. INTRODUCTION OF BYLAW BY CLERK

The District of North Vancouver Rezoning Bylaw 1330 (Bylaw 8122)

Purpose of Bylaw:

Bylaw 8122 proposes to amend the Zoning Bylaw to create a new Comprehensive Development Zone (CD90) and rezone the subject site from General Commercial Zone 2 (C2) and Single Family Residential Edgemont (RSE) to Comprehensive Development Zone 90 (CD90) to allow the development of a mixed use, commercial/residential project.

3. PRESENTATION BY STAFF

Presentation: Doug Allan, Community Planner

4. PRESENTATION BY APPLICANT

Presentation: Grosvenor Americas

5. REPRESENTATIONS FROM THE PUBLIC

6. QUESTIONS FROM COUNCIL

7. COUNCIL RESOLUTION

Recommendation:

THAT the June 23, 2015 Public Hearing be closed;

AND THAT "The District of North Vancouver Rezoning Bylaw 1330 (Bylaw 8122)" be returned to Council for further consideration.

8. CLOSING

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The Corporation of the District of North Vancouver

Bylaw 8122

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

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

1. Citation

This bylaw may be cited as “The District of North Vancouver Rezoning Bylaw 1330, (Bylaw 8122)”.

2. Amendments

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

(A) Part 2A is amended by adding CD90 to the list of zones that Part 2A applies to.

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

"Comprehensive Development Zone 90 CD90"

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

"Comprehensive Development Zone 90 CD90"

4B90-1 Intent:

The purpose of the CD90 Zone is to establish specific land use and development regulations for a mixed use, commercial/residential project over underground parking.

4B90-2 Uses:

(a) Uses Permitted Without Conditions:

Not Applicable

(b) Conditional Uses:

- (i) The Comprehensive Development Zone 90, permits the following conditional uses, as defined in Part 2 and Part 2A of the Zoning Bylaw:

CONDITIONAL USES DEFINED IN PART 2	CONDITIONAL USES DEFINED IN PART 2A
• artist's studio	• office use
• child care facility	• personal service use
• custom manufacturing establishments	• recreation/community centre use
• fitness centre	• residential use
• hobby beer and wine making establishment	• restaurant use
• liquor store	• retail use
• pet care establishment	
• studio	
• veterinarian	

4B90-3 Conditions of Use:

The use of land, buildings and structures subject to the following conditions:

- (a) All operations associated with permitted conditional uses and accessory uses:

- (i) shall be contained within a completely enclosed building except for outdoor display and sales areas, outdoor customer service areas and, shared and private outdoor resident amenity areas, when accessory to a permitted conditional use; and
- (ii) shall comply with the noise, lighting and glare and, air quality standards contained in Section 414(a), (b) and (c) of the Zoning Bylaw;

- (b) *Pet Care Establishment* and *Veterinarian* are permitted subject to the following condition:

- (i) an outside public entrance is required;

- (c) *Residential use* is permitted subject to the following condition:

- (i) *Residential use* is limited to a maximum of 90 *dwelling units*;

- (d) *Restaurant use* is permitted subject to the following condition:

- (i) *Restaurant use* may not include a *drive-in restaurant* or a *drive-through use*;

(e) *Retail use* is permitted subject to the following conditions:

- (i) *Retail use* may not include: *auctioneer use; equipment sales and rental use; or vehicle sales use;*

4B90-4 Accessory Uses:

Accessory use is permitted when customarily ancillary to permitted conditional uses, subject to the following conditions:

(a) *Home occupations* are permitted only when accessory to a *residential use* and only in accordance with the regulations in Section 405 of the Zoning Bylaw, 1965;

(b) *Outdoor customer service areas* are permitted subject to the following conditions:

- (i) an *outdoor customer service area* is permitted only in conjunction with a *restaurant use*, including a *licensed lounge, neighbourhood public house, retail use* or a *retail food service*;
- (ii) an *outdoor customer service area* in conjunction with a *restaurant use*, including a *licensed lounge* and a *neighbourhood public house*, shall not exceed 60 seats;
- (iii) an *outdoor customer service area* in conjunction with a *retail grocery store use*, shall not exceed 24 seats;
- (iv) an *outdoor customer service area* in conjunction with any other *retail use* or a *retail food service*, shall not exceed 8 seats;
- (v) an *outdoor customer service area* must be operationally tied to, and contained within the frontage of, an individual premise for which it is permitted;
- (vi) an *outdoor customer service area* may not impede the safe movement of pedestrians and must maintain a minimum setback of 2m from a property line; and

(vii) additional parking is not required for an *outdoor customer service area*;

(c) *Outdoor product display and sales areas* are permitted only for a *retail use*, subject to the following conditions:

- (i) outdoor product display and sales areas must be sited and sized so as not to impede the safe movement of pedestrians and must maintain a minimum setback of 2m from a property line;
- (ii) outdoor product display and sales areas must be contained within the frontage of an individual *retail use*; and
- (iii) additional parking is not required for outdoor product display and sales areas.

4B90-5 Density:

- (a) The maximum permitted density in the CD90 Zone is limited to a total commercial and residential floor space of 6,652m² (71,600ft.²) of which no more than 930m² (10,000ft.²) can be residential use to a maximum of 10 residential units;
- (b) For the purposes of calculating floor space ratio, all above grade resident amenity rooms up to an aggregate total of 140m² (1,500ft.²), plus all floor areas less than 1.22m (4ft.) above grade are exempted.

4B90-6 Amenities:

- (a) Despite section 4B90-5, density in the CD90 Zone is increased to a maximum floor space of 14,368m² (154,650ft.²), including any density bonus for energy performance, and a maximum of 90 residential dwelling units, if the owner:
 - (i) contributes \$1,468,230 to the municipality to be used for any or all of the following amenities (with allocation to be determined by the municipality in its sole discretion): public art; park, trail, environmental, plaza or other public realm improvements; municipal or recreation service facility, or facility improvements; and/or the affordable housing fund; and
 - (ii) enters into a Housing Agreement to ensure that all residential units may be operated as rental units;

4B90-7 Maximum Principal Building Size:

Not applicable

4B90-8 Setbacks:

Buildings and structures shall be set back from property lines to the principal building face in accordance with an approved Development Permit.

4B90-9 Building Orientation:

Not applicable

4B90-10 Building Depth and Width:

Not applicable

4B90-11 Coverage:

(a) Building coverage shall not exceed 82%;

(b) Site coverage shall not exceed 85%.

4B90-12 Height:

(a) For a building with a maximum density as stipulated under Section 4B90-5(a), the building is limited to a maximum of two storeys and a maximum height, as measured to the top of a roof parapet, of 8m (26.25ft.); or,

(b) For a building with a density as stipulated under Section 4B90-6(a), the building is limited to a maximum height of 15.85m (52ft.), as measured to the top of the roof parapet from an average geodetic grade of 89.76m (294.5ft.) above sea level and excluding the height of all roof appurtenances, including elevator penthouses, to a maximum of 3m (10ft.)

4B90-13 Acoustic Requirements:

(a) 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

(b) All parkade exhaust systems not located underground shall be screened and designed to minimize noise and odors;

(c) Venting for conditional uses shall be designed to minimize noise and odors. Venting for conditional restaurant uses shall be directed to the roof of the building.

4B90-14 Landscaping:

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

4B90-15 Subdivision Requirements:

Not Applicable.

4B90-16 Additional Accessory Structure Regulations:

Not applicable.

4B90-17 Parking, Bicycle Parking and Loading Regulations:

- (a) Parking spaces for all conditional uses are to be provided on the basis of the following ratios by type of use:

Use	Parking Requirement
Residential dwelling unit	1 space per unit + 1 space per 100m ² (1076.4ft. ²) of residential dwelling unit floor area, to a maximum of 2 spaces/unit , inclusive of 0.1 spaces/unit for visitor parking
Retail grocery store	1 space/25m ² of gross floor area
Restaurant use, including licenced lounge and neighbourhood public house but excluding take-out restaurant use	1 space/15m ² of gross floor area
All other conditional commercial uses	1 space/45m ² of gross floor area

- (b) A minimum of 10 residential parking spaces shall be provided for disabled persons and a minimum of 4 disabled spaces shall be provided for all other uses;
- (c) All required residential visitor parking spaces and up to 9 required commercial spaces may be shared subject to a section 219 covenant that secures the reciprocal use of these spaces and the total commercial parking requirement is reduced by a maximum of 9 spaces;

- (d) Small car parking spaces shall not exceed 35% of the total number of required parking spaces;
 - (e) All regular, small car and disabled parking spaces and manoeuvring aisles shall meet the minimum width, length and height standards established in Part 10 of the Zoning Bylaw;
 - (f) Bicycle parking for commercial uses shall be provided on the basis of 3 spaces/500m² of gross commercial floor area;
 - (g) Bicycle parking for residential uses shall be provided on the basis of a minimum of 1 space for each residential dwelling unit;
 - (h) All bicycle parking shall meet the minimum size requirements contained in Section 1009.1 of the Zoning Bylaw;
 - (i) A minimum of 2 off-street loading spaces are required and at least one space shall be available for residential use, in accordance with the size requirements in Part 10 of the Zoning Bylaw.”
- (D) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from General Commercial Zone 2 (C2) and Single Family Residential Edgemont (RSE) to Comprehensive Development Zone 90 (CD 90).
- (E) The Siting Area Map section is amended by deleting Plan Section Page R/6 and replacing it with the revised Plan Section Page R/6 attached as Schedule B.

READ a first time June 1st, 2015

PUBLIC HEARING held

READ a second time

READ a third time

Certified a true copy of “Rezoning Bylaw 1330 (Bylaw 8122)” as at Third Reading

Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure on

ADOPTED

Mayor

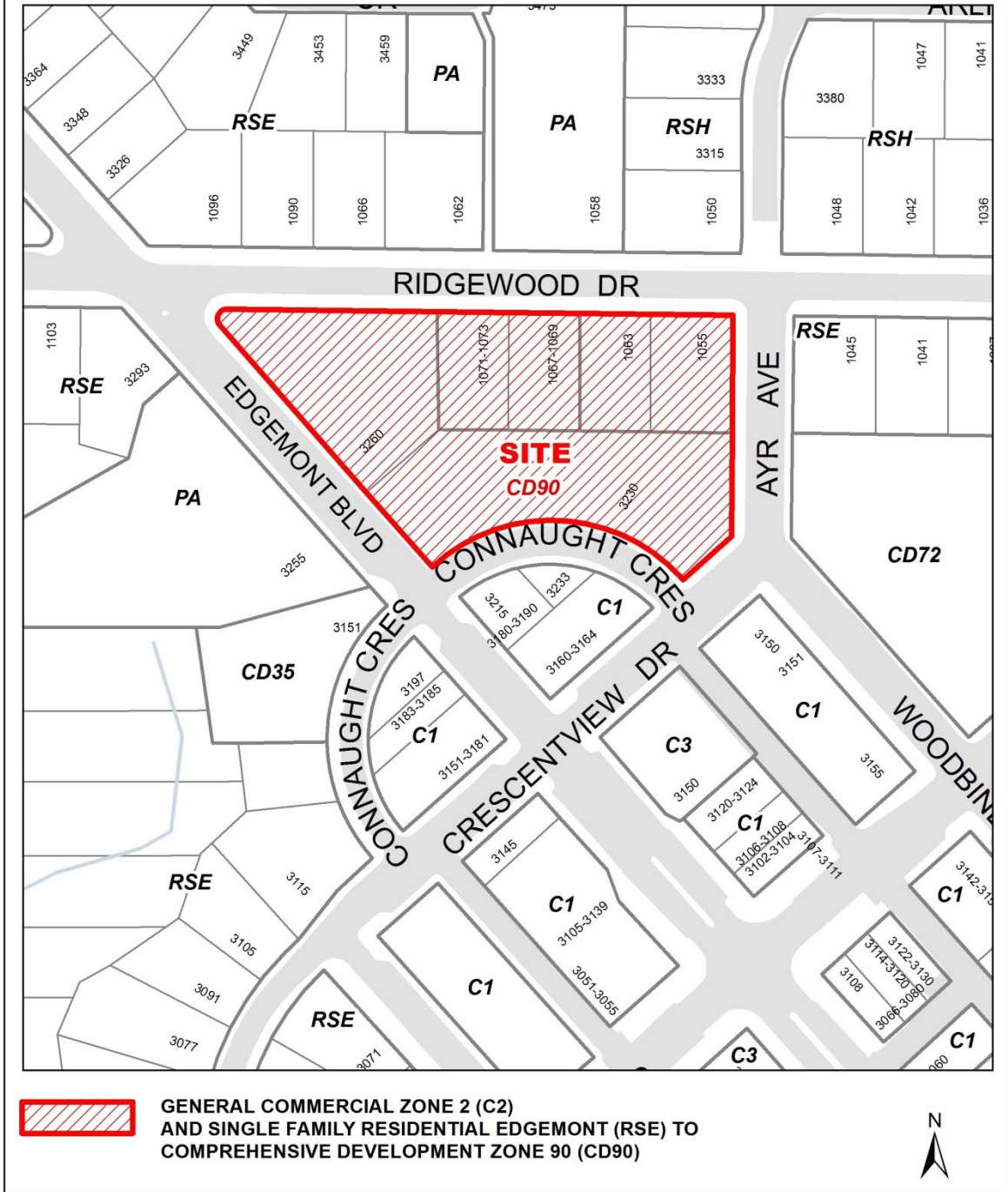
Municipal Clerk

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Municipal Clerk

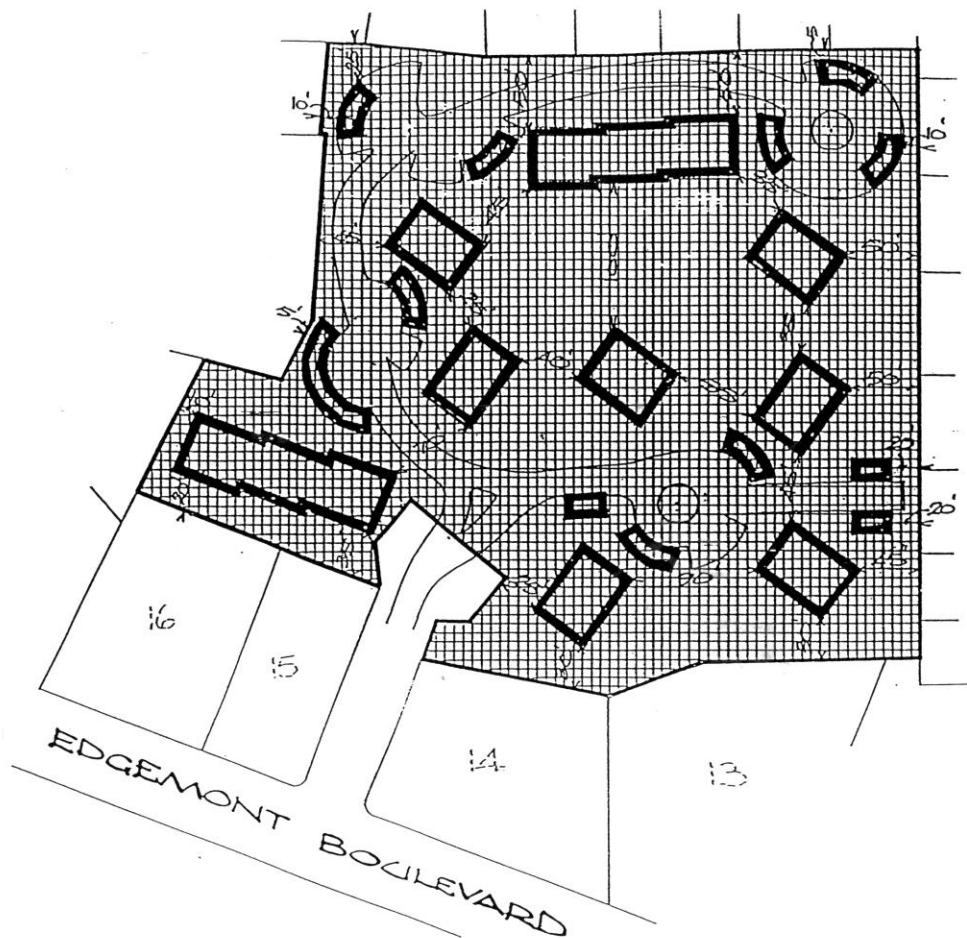
Schedule A to Bylaw 8122

BYLAW 8122 SCHEDULE A: ZONING MAP

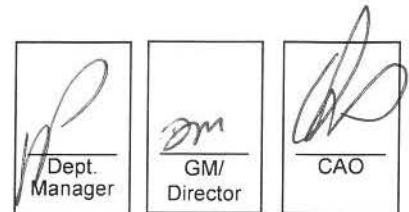


Schedule B to Bylaw 8122

R/6



AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>June 1, 2015</u>
<input type="checkbox"/> Workshop (open to public)	Date: _____



The District of North Vancouver REPORT TO COUNCIL

May 14, 2015
File: 3060-20/54.14

AUTHOR: Doug Allan, Community Planner

SUBJECT: BYLAWS 8122 AND 8123: REZONING AND HOUSING AGREEMENT
BYLAWS FOR A MIXED COMMERCIAL/RESIDENTIAL PROJECT AT 3260
EDGEMONT BOULEVARD, 3230 CONNAUGHT CRESCENT AND 1055-1073
RIDGEWOOD DRIVE (EDGEMONT VILLAGE BT LIMITED)

RECOMMENDATION:

It is recommended that:

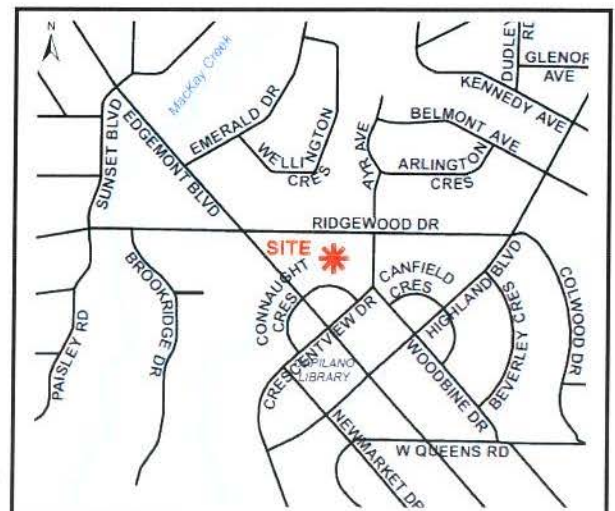
1. Bylaw 8122 which rezones the subject site from General Commercial Zone 2 (C2) and Single Family Residential Edgemont (RSE) to Comprehensive Development Zone 90 (CD90) to enable the development of a mixed use commercial/residential project, be given FIRST Reading;
2. Bylaw 8123, which authorizes a Housing Agreement to prevent future rental restrictions on the subject property, be given FIRST Reading; and
3. Bylaw 8122 be referred to a Public Hearing.

REASON FOR REPORT:

To obtain Council's authorization to proceed to Public Hearing to amend the site's zoning (Bylaw 8122) to enable the development of a mixed use commercial/residential project. Associated with the rezoning bylaw is a Housing Agreement Bylaw (Bylaw 8123) to prevent future rental restrictions.

SUMMARY:

Edgemont Village BT Limited proposes to redevelop 2 commercial properties and 4 residential lots at



**SUBJECT: BYLAWS 8122 AND 8123: REZONING AND HOUSING AGREEMENT
BYLAWS FOR A MIXED COMMERCIAL/RESIDENTIAL PROJECT AT 3260
EDGEMONT BOULEVARD, 3230 CONNAUGHT CRESCENT AND 1055-
1073 RIDGEWOOD DRIVE (EDGEMONT VILLAGE BT LIMITED)**

May 14, 2015

Page 2

at 3260 Edgemont Boulevard, 3230 Connaught Crescent and 1055-1073 Ridgewood Drive, for a 3 storey building with a partial 4th level. The proposed project consists of approximately 6518m² (70,162ft.²) of gross commercial space, including a new grocery store, plus 89 apartment and townhouse units, over underground parking. Implementation of the project requires rezoning to a new Comprehensive Development Zone 90, (Bylaw 8122), a Housing Agreement (Bylaw 8123), issuance of a development permit and lot consolidation the lots. Bylaws 8122 and 8123 are recommended for First Reading and Bylaw 8122 is recommended for referral to a Public Hearing.

EXISTING POLICY:

Official Community Plan

The subject properties are designated in the OCP and the Edgemont Village Centre Plan as *Commercial Residential Mixed Use Level 1*. This designation is “...intended predominantly for general commercial purposes, such as retail, service and offices throughout the District. Residential uses above commercial uses at street level are generally encouraged. Development in this designation is permitted up to approximately 1.75 FSR.”.

The Edgemont Village Centre Plan and Design Guidelines envisions a commercial/residential mixed use 3 storey development at the site but includes the potential for a partial 4th level under specified conditions. The Plan encourages commercial/mixed use developments to have active ground floor retail frontages which contribute towards pedestrian amenity and Village ambience and to incorporate local serving stores. The Plan specifically encourages the provision of a supermarket along with other services including pharmacy, dental/medical services, pub or restaurant. The proposal meets the goals of the OCP and the Edgemont Village Centre Plan and Design Guidelines.

Zoning

The development site is zoned General Commercial Zone 2 (C2) and Single Family Residential Edgemont (RSE) as shown on the accompanying map. In Edgemont Village, commercial density is limited to an FSR of 1.0 and height shall not exceed 2 storeys or 7.6m (25ft.).

To implement the proposed project, Bylaw 8122 establishes a new Comprehensive Development Zone 90 (CD90) tailored specifically to this project.



**SUBJECT: BYLAWS 8122 AND 8123: REZONING AND HOUSING AGREEMENT
BYLAWS FOR A MIXED COMMERCIAL/RESIDENTIAL PROJECT AT 3260
EDGEMONT BOULEVARD, 3230 CONNAUGHT CRESCENT AND 1055-
1073 RIDGEWOOD DRIVE (EDGEMONT VILLAGE BT LIMITED)**

May 14, 2015

Page 3

Development Permit Areas

The subject site is designated as Development Permit Areas for:

- the Form and Character of Commercial and Mixed-Use Buildings; and
- Energy and Water Conservation and Greenhouse Gas Emission Reductions.

In addition, the site is subject to the Edgemont Village Centre Plan Design Guidelines. A development permit report outlining the project's compliance with the applicable Development Permit Area and Village Centre Plan design guidelines will be provided for Council's consideration should the rezoning proceed.

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 and Bylaw 8123 is provided for Council's consideration.

ANALYSIS:

1. The Site and Surrounding Area:

As illustrated on the aerial photograph, the site is located at the north gateway into Edgemont Village and is bounded by Ridgewood Drive, Edgemont Boulevard, Connaught Crescent and Ayr Avenue. The site consists of: 2 commercial (C2) parcels occupied by a grocery store and a medical/dental professional office building; and, 4 single family residential lots, zoned RSE. The total development site is 8603m² (92,599ft.²) in area.

Surrounding development consists of: commercial properties to the south; single family residential lots and St. Catherine's church to the north; single family lots and Highlands United Church to the west; and, developed single family lots and the Edgemont Senior Living project site to the east.

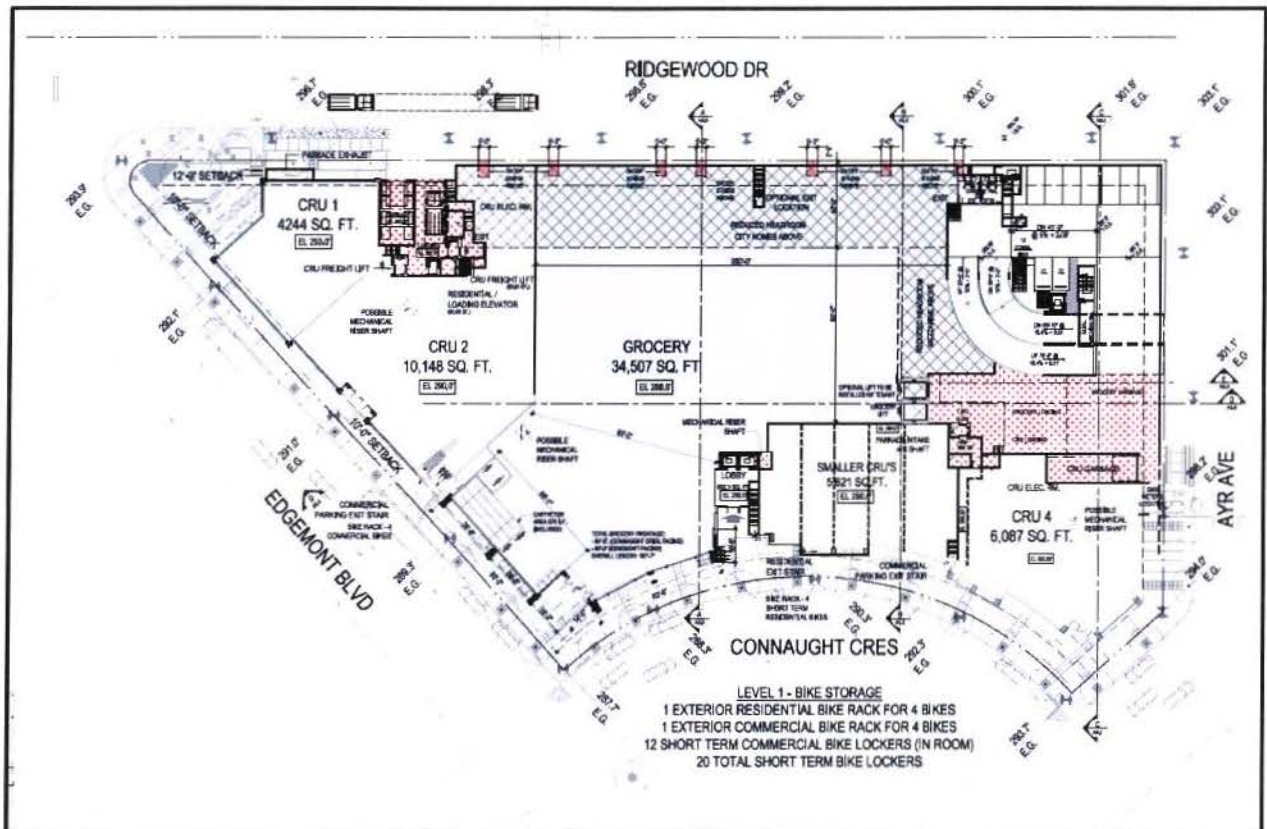


May 14, 2015

2. Project Description

a) Site Plan/Building:

The proposal involves the development of a mixed use project containing a new Thrifty's grocery store and additional unspecified commercial uses with a total of 89 apartment and townhouse units above. The net building area of the project is 14,368m² (154,656ft.²) which results in a floor space ratio of approximately 1.67.



SITE PLAN – COMMERCIAL LEVEL

The residential component consists of: 23 one and two storey townhouse units located on Ridgewood Drive, ranging between 759ft.² and 1541ft.² in size; and, 66, one, two and three bedroom apartment units between 710ft.² and 1,320ft.² in size.

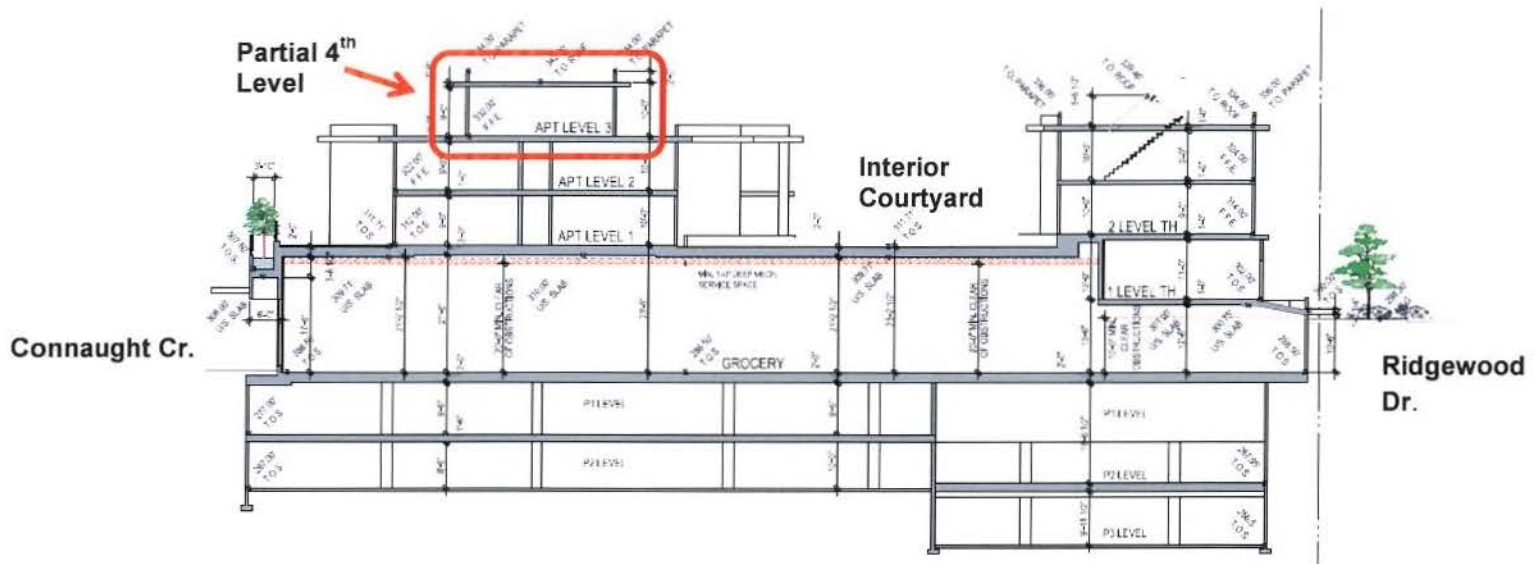
Under the Edgemont Village Centre Plan, building height on this site is limited to 3 storeys with the provision for a partial 4th level provided that the project design is exemplary and achieves other urban design objectives relating to view and sunlight preservation and the provision of public open spaces and other amenities. The majority of the building is 3 storeys in height, with a partial 4th floor located along a portion of Connaught Crescent, adjacent to Ayr Avenue.

**SUBJECT: BYLAWS 8122 AND 8123: REZONING AND HOUSING AGREEMENT
BYLAWS FOR A MIXED COMMERCIAL/RESIDENTIAL PROJECT AT 3260
EDGEMONT BOULEVARD, 3230 CONNAUGHT CRESCENT AND 1055-
1073 RIDGEWOOD DRIVE (EDGEMONT VILLAGE BT LIMITED)**

May 14, 2015

Page 5

The following image is a cross-section through the site illustrating the key components of the project.



The following image illustrates the partial 4th level as viewed from Connaught Crescent



CONNAUGHT CRESCENT SHOWING PARTIAL 4TH LEVEL

**SUBJECT: BYLAWS 8122 AND 8123: REZONING AND HOUSING AGREEMENT
BYLAWS FOR A MIXED COMMERCIAL/RESIDENTIAL PROJECT AT 3260
EDGEMONT BOULEVARD, 3230 CONNAUGHT CRESCENT AND 1055-
1073 RIDGEWOOD DRIVE (EDGEMONT VILLAGE BT LIMITED)**

May 14, 2015

Page 6

The following images illustrate several of the exterior elevations of the project:



VIEW SOUTH ALONG EDGEMONT BOULEVARD



SOUTHWEST CORNER - EDGEMONT AND CONNAUGHT

**SUBJECT: BYLAWS 8122 AND 8123: REZONING AND HOUSING AGREEMENT
BYLAWS FOR A MIXED COMMERCIAL/RESIDENTIAL PROJECT AT 3260
EDGEMONT BOULEVARD, 3230 CONNAUGHT CRESCENT AND 1055-
1073 RIDGEWOOD DRIVE (EDGEMONT VILLAGE BT LIMITED)**

May 14, 2015

Page 7



CONNAUGHT CRESCENT ELEVATION



TOWNHOME ELEVATION – RIDGEWOOD DRIVE

**SUBJECT: BYLAWS 8122 AND 8123: REZONING AND HOUSING AGREEMENT
BYLAWS FOR A MIXED COMMERCIAL/RESIDENTIAL PROJECT AT 3260
EDGEMONT BOULEVARD, 3230 CONNAUGHT CRESCENT AND 1055-
1073 RIDGEWOOD DRIVE (EDGEMONT VILLAGE BT LIMITED)**

May 14, 2015

Page 8

b) Parking/Bicycle Parking:

Parking for this project will be provided in accordance with the commercial and residential ratios established in Bylaw 8122. The bylaw proposes that parking for the residential component be provided at a ratio of 1 space per unit + 1 space for each 100m² (1,076ft.²) of net residential floor area, including 9 visitor spaces at a ratio of 0.1 spaces per unit. Based on a project with 89 residential units, the total residential requirement, including 9 visitor spaces, is 172 spaces. The commercial requirement is 213 spaces resulting in a total project requirement of 385 spaces.

In order to make more efficient use of the total parking, the applicant proposes to allow for the shared use of the residential visitor spaces with commercial patrons and reduce the total commercial requirement of 213 spaces by that number of spaces. Staff are supportive of this approach as under normal conditions, the peak demand period for each use do not coincide. A section 219 covenant will be required to establish this shared arrangement.

While Bylaw 8122 specifies a maximum number of 90 residential units, the applicant is reviewing unit sizes and the final number of units could be less than that number. As a result, the actual number of residential and residential visitor parking spaces could change through the development permit process.

The Zoning Bylaw requires that bicycle parking for residential uses be provided at 0.2 spaces/unit. The proposed CD90 Zone requires that residential bicycle parking be provided at a minimum of 1 space/unit. The bicycle parking requirement for commercial uses is 12 spaces, based on a ratio of 1 space/500m² (5,382ft.²) for a total minimum residential and commercial requirement of 101 spaces. The applicant is working to exceed the bicycle parking requirements and final bicycle parking will be reported at the Development permit stage.

Loading areas for the commercial/retail units are located on Ayr Avenue with a secondary commercial/residential loading bay and an additional solid waste pickup area off of Ridgewood Drive. The secondary loading bay is located at the residential elevator and will accommodate residential moving vehicles.

c) Landscaping:

The landscape plan includes streetscape improvements such as street trees, planting beds and wider sidewalks. As illustrated in the following image, the landscape concept also incorporates a village gateway plaza at the corner of Edgemont Boulevard and Ridgewood Drive which has been identified as an area for a public art installation and gateway signage. Two smaller plazas at each corner on Connaught Crescent are proposed to expand the pedestrian streetscape realm in accordance with the Edgemont Village Centre Plan and Design Guidelines.

**SUBJECT: BYLAWS 8122 AND 8123: REZONING AND HOUSING AGREEMENT
BYLAWS FOR A MIXED COMMERCIAL/RESIDENTIAL PROJECT AT 3260
EDGEMONT BOULEVARD, 3230 CONNAUGHT CRESCENT AND 1055-
1073 RIDGEWOOD DRIVE (EDGEMONT VILLAGE BT LIMITED)**

May 14, 2015

Page 9

The landscaping concept also includes a private courtyard on the roof of the grocery store which represents a significant amenity for the project residents. This secured courtyard is accessed from Ridgewood Drive and also provides access to the two storey townhouses. The roof of the townhouse units and the west apartment level both have green roofs with roof decks as an additional private amenity.



LANDSCAPE PLAN



VIEW EAST ALONG INTERIOR COURTYARD

**SUBJECT: BYLAWS 8122 AND 8123: REZONING AND HOUSING AGREEMENT
BYLAWS FOR A MIXED COMMERCIAL/RESIDENTIAL PROJECT AT 3260
EDGEMONT BOULEVARD, 3230 CONNAUGHT CRESCENT AND 1055-
1073 RIDGEWOOD DRIVE (EDGEMONT VILLAGE BT LIMITED)**

May 14, 2015

Page 10

d) Accessible Units

The apartment units have been designed to address the District's Adaptable Design Guidelines including 50% Level 1B units, 40% Level 2 units and 10% Level 3 units. Some of the single level townhouses on Ridgewood Drive will be accessible from the street. The lower floor of the two storey townhouses will be accessible by elevator from the underground parking lot to the courtyard elevation.

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

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

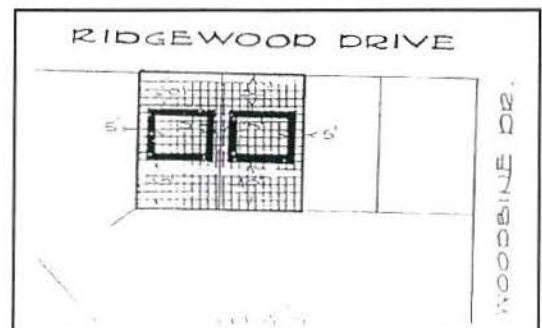
IMPLEMENTATION:

Implementation of this project requires Council's consideration of rezoning (Bylaw 8122), a Housing Agreement Bylaw, (Bylaw 8213) and, issuance of a development permit. In addition, lot consolidation and registration of a Development Covenant will be required.

Bylaw 8122 (Attachment B) rezones the subject property from General Commercial Zone 2 (C2) and Single Family Residential Edgemont (RSE) to a new Comprehensive Development 90 Zone (CD90) tailored specifically to this project which:

- establishes the permitted principal and accessory land uses;
- establishes a base density (Floor Space Ratio) of 1.0;
- requires a housing agreement and a community amenity contribution to support an FSR increase to 1.67;
- establishes building coverage, setback and building height regulations;
- requires compliance with acoustic requirements; and
- establishes parking and bicycle parking regulations unique to this project.

The Zoning Bylaw presently includes a Plan Section Page which establishes siting areas for two of the residential lots within the development site, illustrated on the accompanying plan. Bylaw 8122 replaces the current page with a revised page deleting this siting area plan.



**SUBJECT: BYLAWS 8122 AND 8123: REZONING AND HOUSING AGREEMENT
BYLAWS FOR A MIXED COMMERCIAL/RESIDENTIAL PROJECT AT 3260
EDGEMONT BOULEVARD, 3230 CONNAUGHT CRESCENT AND 1055-
1073 RIDGEWOOD DRIVE (EDGEMONT VILLAGE BT LIMITED)**

May 14, 2015

Page 11

Bylaw 8123 (Attachment C) authorizes the District to enter into a Housing Agreement to ensure that the proposed units may be used for rental purposes.

The Development Covenant will include requirements for:

- lot consolidation;
- a green building covenant;
- a stormwater management covenant;
- a construction management plan; and
- a statutory right-of-way for public sidewalks and plaza spaces.

COMMUNITY AMENITIES/PUBLIC ART:

Bylaw 8122, rezoning the site to CD90, is an amenity bylaw that links the proposed density to the provision of amenities. The Community Amenity Contribution is based on \$15.00/ft.² of the increased residential floor area over the base density which amounts to \$1,468,230. In keeping with the Edgemont Village Centre Plan, this project will contribute towards community amenities and the zoning provisions note that the District may use the CAC funds for any of the following:

- public art;
- park, trail, off-site plazas, environmental or other public realm improvements;
- municipal or recreation service or facility improvements; or
- the affordable housing fund.

As part of the overall Community Amenity Contribution, a public art budget has been established at approximately \$230,000. A public art plan has been developed which proposes two art installations, with the majority of the funds directed to the Edgemont Boulevard/Ridgewood Drive gateway corner and the remainder to an art element at the main residential entry on Connaught Crescent. The main gateway project is intended to serve as an 'outdoor living space' for the neighbourhood promoting social interaction. The secondary installation is intended to distinguish the entry from the abutting commercial spaces and reinforce the public view of the residential entry. The Plan was presented to the Public Art Advisory Committee on May 13, 2015 and the Committee supported the direction proposed. A maintenance covenant will be required to ensure that the owners maintain the art installations.

OFF-SITE IMPROVEMENTS:

The application includes significant improvements to the public streetscape incorporating wider sidewalks, street tree planting and planting beds and street furniture. In addition, the applicant will:

**SUBJECT: BYLAWS 8122 AND 8123: REZONING AND HOUSING AGREEMENT
BYLAWS FOR A MIXED COMMERCIAL/RESIDENTIAL PROJECT AT 3260
EDGEMONT BOULEVARD, 3230 CONNAUGHT CRESCENT AND 1055-
1073 RIDGEWOOD DRIVE (EDGEMONT VILLAGE BT LIMITED)**

May 14, 2015

Page 12

- install three public plazas as described above;
- improve the downstream wetland in Murdo Frazer Park;
- repave all roads adjacent to the site;
- remove the existing overhead power lines and poles on Ridgewood Avenue and provide a new, underground service;
- install new permanent intersection signalization at Edgemont Boulevard and Ridgewood Drive if warranted following the temporary signalization installed for the Capilano watermain project;
- eliminate the existing right-turn lane from Edgemont Boulevard to Ridgewood Drive as part of the intersection improvement; and
- expand and improve the existing transit stop on Edgemont Boulevard to increase the number of buses that can be accommodated.

FINANCIAL

In addition to the \$1,468,230 of CAC funds, the project will contribute approximately \$1,100,000 in Development Cost Chargers and \$770,000 in off-site engineering improvements.

GREEN BUILDING MEASURES:

Compliance with the Green Building Strategy is mandatory for projects requiring rezoning. The applicant is targeting the 'Gold' building performance standard under the LEED Canada™ – New Construction rating system. The applicant has been requested to provide a complete checklist and an energy modelling report confirming that the project will meet the energy performance baseline and staff will report on this issue at the development permit stage. The Development Covenant will require the applicant to enter into a Green Building covenant to ensure that the accepted energy and building performance targets are achieved.

CONCURRENCE:

Staff

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

Advisory Design Panel

The application was considered by the Advisory Design Panel on February 12, 2015 and the Panel recommended approval of the project subject to addressing a number of items to the satisfaction of staff, regarding: building elevations, vehicle entrances, the main gateway and secondary plaza spaces, landscaping, building materials and signage.

**SUBJECT: BYLAWS 8122 AND 8123: REZONING AND HOUSING AGREEMENT
BYLAWS FOR A MIXED COMMERCIAL/RESIDENTIAL PROJECT AT 3260
EDGEMONT BOULEVARD, 3230 CONNAUGHT CRESCENT AND 1055-
1073 RIDGEWOOD DRIVE (EDGEMONT VILLAGE BT LIMITED)**

May 14, 2015

Page 13

The applicant has made and continues to make, revisions to the project to address items raised by the Panel and staff. Addressing these issues represents a refinement to the design that will not affect the basic form and character of the project. The final refinements will be reported on at the development permit stage.

PUBLIC INPUT:

A facilitated Public Information Meeting was held on March 4, 2015 attended by 230 members of the public. One hundred written submissions were submitted. Based on the written input received during the public input period, the majority, (63%) expressed support for the redevelopment of the site, including: the replacement of the food store; the provision of housing options and the opportunity to expand the range of uses in the Village, in particular, restaurant space. Comments in support also included suggestions for other uses such as a medical clinic/community health practice, garden centre and pub/wine bar/bistro.

Issues of concern raised in the comments include: design elements; the partial 4th floor; noise associated with the outdoor seating area; the need to ensure a variety of retail unit sizes; construction; parking; traffic; and, bus improvements.

A copy of the facilitator's report is included as Attachment D.

CONSTRUCTION MANAGEMENT PLAN:

In order to address the goal to reduce development's impact on pedestrian and vehicular movements, the developer is working with Engineering staff to develop final construction traffic management plan. The plan must minimize construction impacts on pedestrian movement and vehicular traffic. The Development Permit and Development Covenant require that this plan be accepted by the District prior to the issuance of a building permit and the commencement of any site preparation, servicing or building demolition works.

This plan must provide details regarding:

1. a construction schedule (no construction on-site during the Capilano watermain replacement traffic diversion);
2. a plan to coordinate with other projects in the area or those affecting the transportation network (including Edgemont Senior Living and the Capilano Watermain Replacement Project);
3. construction site access and egress;
4. estimated traffic generated by the site during construction;
5. proposed truck routing and staging plan;
6. proposed crane assembly and/or concrete pouring sites;
7. how traffic of all types (vehicle, transit, cyclists, pedestrians) will be managed around the site;
8. a plan to monitoring and minimize impacts upon the community;

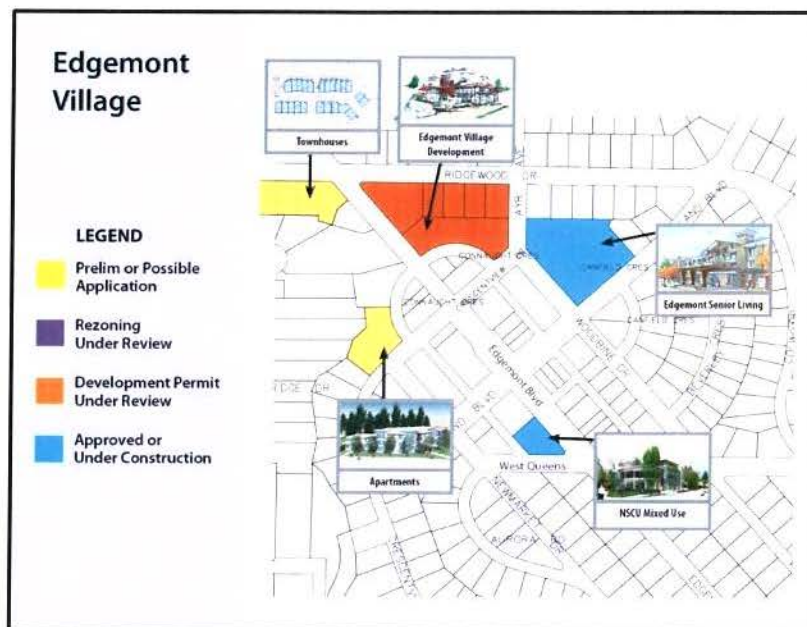
**SUBJECT: BYLAWS 8122 AND 8123: REZONING AND HOUSING AGREEMENT
BYLAWS FOR A MIXED COMMERCIAL/RESIDENTIAL PROJECT AT 3260
EDGEMONT BOULEVARD, 3230 CONNAUGHT CRESCENT AND 1055-
1073 RIDGEWOOD DRIVE (EDGEMONT VILLAGE BT LIMITED)**

May 14, 2015

Page 14

9. the location of an off-street area for parking worker/trades vehicles; and
10. a plan to enable communication with neighbours and other stakeholders.

The site is shown below in relation to other construction projects and potential development projects. At this time we are not expecting major civil infrastructure work in the immediate area. The Capilano watermain replacement project will result in the diversion of traffic to Ridgewood Drive and Highland Boulevard between August 2015 and January 2016 and construction activity on the subject site will not occur during this time period. The applicant has been attending meetings on the watermain project and is aware of community concerns regarding construction conflicts. Construction on the Edgemont Senior Living project will be commencing shortly upon issuance of a building permit.



CONCLUSION:

This project is consistent with the directions established in the OCP and the Edgemont Village Centre Plan and Design Guidelines. It addresses OCP housing policies related to the provision of additional housing options and proposes a range of commercial uses as encouraged in the Village Centre Plan. In addition, the project will result in significant upgrades to the public realm to create opportunities for an animated streetscape as envisioned in the Plan, improve local utility services and, contribute significantly to amenities in the Village. As a result, staff support the rezoning to permit the redevelopment of the subject properties and the project is now ready for Council's consideration.

**SUBJECT: BYLAWS 8122 AND 8123: REZONING AND HOUSING AGREEMENT
BYLAWS FOR A MIXED COMMERCIAL/RESIDENTIAL PROJECT AT 3260
EDGEMONT BOULEVARD, 3230 CONNAUGHT CRESCENT AND 1055-
1073 RIDGEWOOD DRIVE (EDGEMONT VILLAGE BT LIMITED)**

May 14, 2015

Page 15

OPTIONS:

The following options are available Council's consideration:

- 1) Introduce Bylaws 8122 and 8123 and refer Bylaw 8122 to a Public Hearing (staff recommendation); or
- 2) Defeat Bylaws 8122 and 8123 at First Reading.

Respectfully submitted,



Doug Allan
Community Planner
Attach.

- A – Reduced Project Plans
- B – Bylaw 8122 (Rezoning Bylaw)
- C - Bylaw 8123 (Housing Agreement Bylaw)
- D – Public Information Meeting Facilitator's Report

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



1



1. View at Edgemont Blvd. corner Ridgewood Drive
2. Edgemont Blvd. CRU 1



2



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PROJECT:
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District of North Vancouver, B.C.

DRAWING TITLE:
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PLOT DATE: 18 DEC 2014
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ATTACHMENT **A**



1



1. Edgemont Blvd. CRU 2
2. Edgemont Blvd. CRU 3 (Grocery)



2



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1



1. Edgemont Blvd, CRU 3 (Grocery)
2. Edgemont Blvd. & Connaught Cres. View Looking East



2



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1



1. Connaught Crescent View Looking East
2. Connaught Crescent View Looking West



2



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PROJECT NO.: 1220

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A0.5

D.P. No.: 000000
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1



1. Ayr Avenue & Ridgewood Drive
2. Ridgewood Drive Townhouse 1 & 2



2



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PROJECT NO. 1220

DATE: 18 DEC 2014
A0.6

D.P. No. 000000
R.P. No.



1. Ridgewood Drive Townhouse 3
2. Ridgewood Drive Townhouse 2



1



2



Research Therapeutic Architects

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COURTYARD ELEVATIONS**

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PROJECT NO. 1220



DWG. NO. **A4.0.2**

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1 RIDGEWOOD DRIVE ELEVATIONS
SCALE: 1/8" = 1'-0"



2 RIDGEWOOD DRIVE ELEVATIONS
SCALE: 1/8" = 1'-0"





RHA
Roush-Harrop Architects

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21 June 10:00 am



21 June 12:00 pm



21 June 2:00 pm



21 June 6:00 pm



21 March/Sept 10:00 am



21 March/Sept 12:00 pm



21 March/Sept 2:00 pm



21 March/Sept 6:00 pm



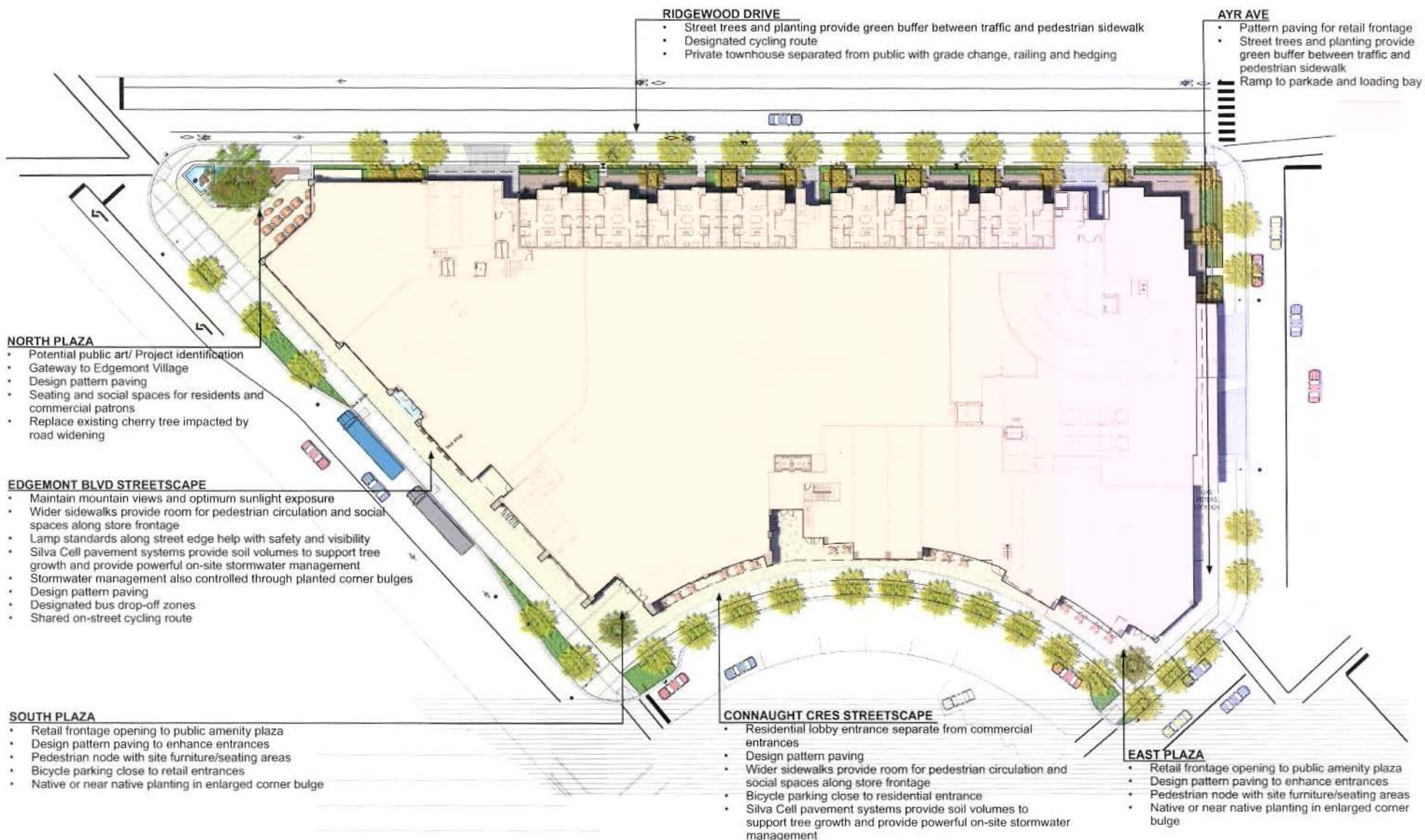
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PROJECT:
Edgemont Village
District of North Vancouver, BC

DRAWING TITLE:
Shadow Diagram



DATABASE: 1220/A1.0
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DRAWING TITLE:
**FLOOR PLAN
LEVEL - 1**

DATABASE	122D-A3.0.dwg
SCALE	1" = 20'-0"
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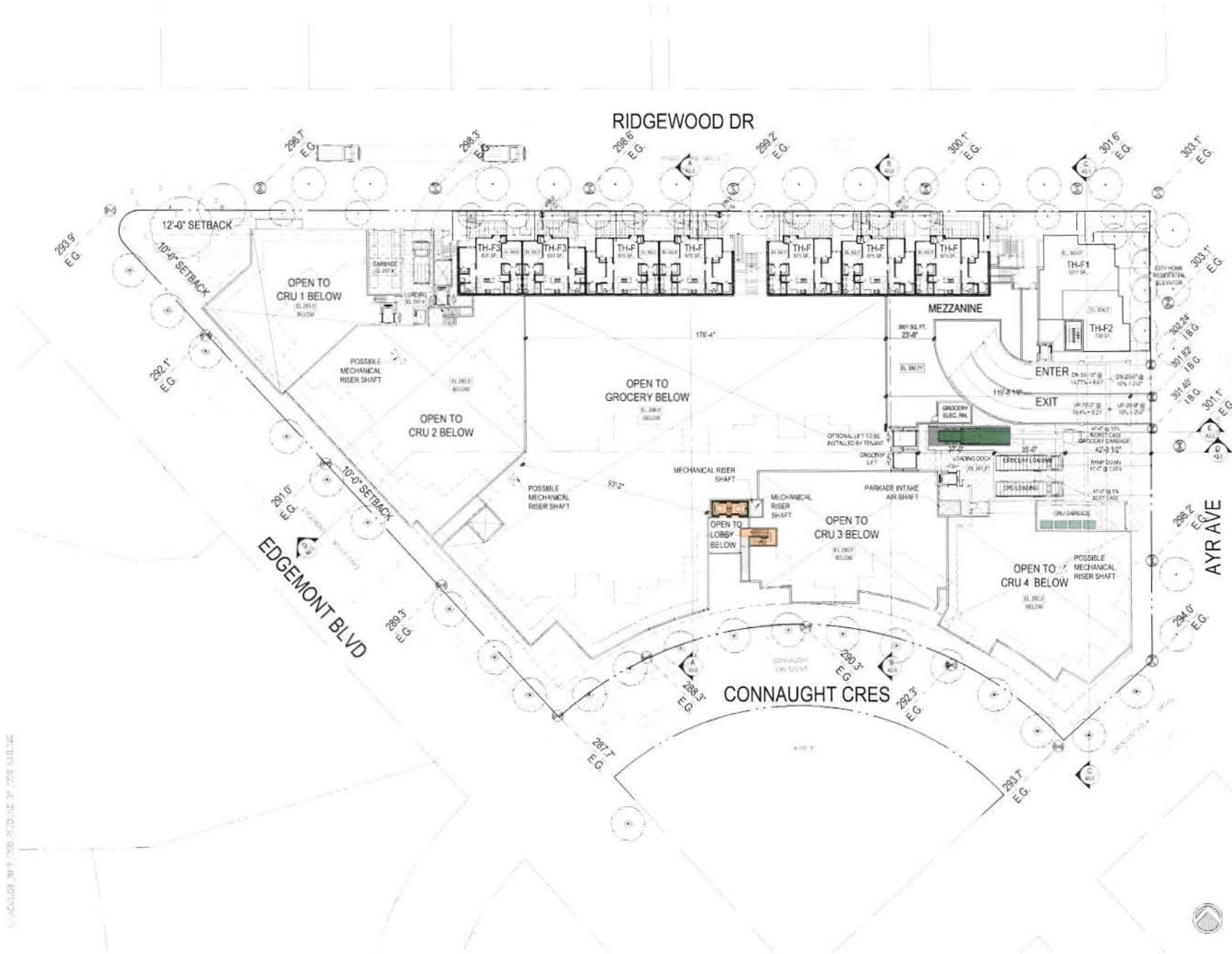
DRAWING TITLE: FLOOR PLAN
MEZZANINE LEVEL &
LEVEL-1 CITY HOMES

DATABASE: 1220-A3.0.dwg
SCALE: 1" = 20'-0"
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LEVEL - 2**

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SCALE	1" = 20'-0"
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**FLOOR PLANS
LEVEL - 3**

DATABASE: 1220-A3.0.dwg
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A3.3

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RIDGEWOOD DR

COURTYARD BELOW

APARTMENT 30004 SQ. FT.

AYR AVE

CONNAUGHT CRES

EDGEMONT BLVD

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E:\ACAD\08\1007\1220\REZONING_04\1220_A3.0.DWG



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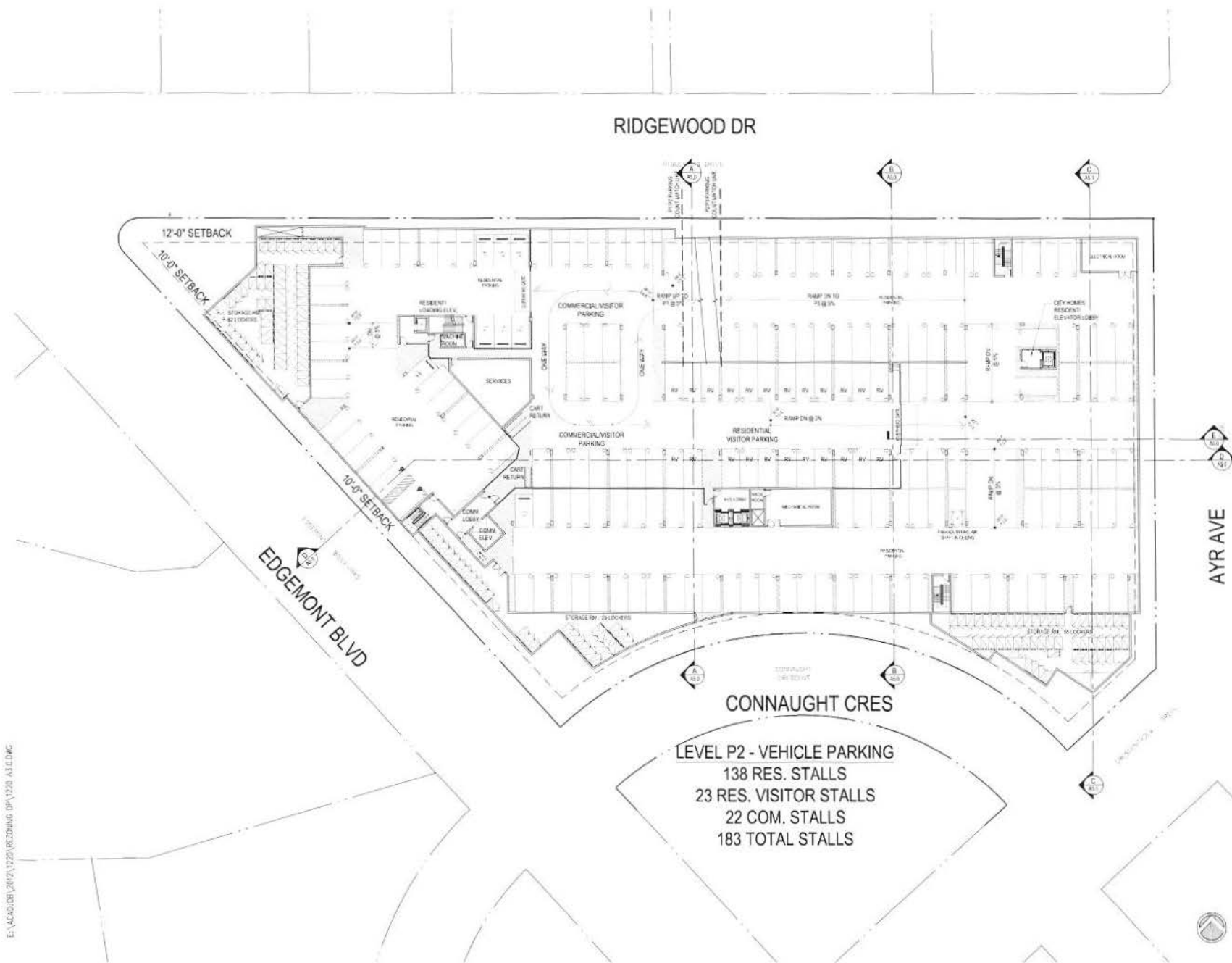
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**FLOOR PLAN
LEVEL - 4**

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PARKADE PLAN
LEVEL - P2

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A2.1

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The Corporation of the District of North Vancouver

Bylaw 8122

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

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

1. Citation

This bylaw may be cited as "The District of North Vancouver Rezoning Bylaw 1330, (Bylaw 8122)".

2. Amendments

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

(A) Part 2A is amended by adding CD90 to the list of zones that Part 2A applies to.

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

"Comprehensive Development Zone 90 CD90"

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

"Comprehensive Development Zone 90 CD90"

4B90-1 Intent:

The purpose of the CD90 Zone is to establish specific land use and development regulations for a mixed use, commercial/residential project over underground parking.

4B90-2 Uses:

(a) Uses Permitted Without Conditions:

Not Applicable

(b) Conditional Uses:

- (i) The Comprehensive Development Zone 90, permits the following conditional uses, as defined in Part 2 and Part 2A of the Zoning Bylaw:

CONDITIONAL USES DEFINED IN PART 2	CONDITIONAL USES DEFINED IN PART 2A
• artist's studio	• office use
• child care facility	• personal service use
• custom manufacturing establishments	• recreation/community centre use
• fitness centre	• residential use
• hobby beer and wine making establishment	• restaurant use
• liquor store	• retail use
• pet care establishment	
• studio	
• veterinarian	

4B90-3 Conditions of Use:

The use of land, buildings and structures subject to the following conditions:

- (a) All operations associated with permitted conditional uses and accessory uses:

- (i) shall be contained within a completely enclosed building except for outdoor display and sales areas, outdoor customer service areas and, shared and private outdoor resident amenity areas, when accessory to a permitted conditional use; and
- (ii) shall comply with the noise, lighting and glare and, air quality standards contained in Section 414(a), (b) and (c) of the Zoning Bylaw;

- (b) *Pet Care Establishment* and *Veterinarian* are permitted subject to the following condition:

- (i) an outside public entrance is required;

- (c) *Residential use* is permitted subject to the following condition:

- (i) *Residential use* is limited to a maximum of 90 *dwelling units*;

- (d) *Restaurant use* is permitted subject to the following condition:

- (i) *Restaurant use* may not include a *drive-in restaurant* or a *drive-through use*;

(e) *Retail use* is permitted subject to the following conditions:

- (i) *Retail use* may not include: *auctioneer use; equipment sales and rental use; or vehicle sales use;*

4B90-4 Accessory Uses:

Accessory use is permitted when customarily ancillary to permitted conditional uses, subject to the following conditions:

(a) *Home occupations* are permitted only when accessory to a *residential use* and only in accordance with the regulations in Section 405 of the Zoning Bylaw, 1965;

(b) *Outdoor customer service areas* are permitted subject to the following conditions:

- (i) an *outdoor customer service area* is permitted only in conjunction with a *restaurant use*, including a *licensed lounge, neighbourhood public house, retail use or a retail food service;*
- (ii) an *outdoor customer service area* in conjunction with a *restaurant use*, including a *licensed lounge* and a *neighbourhood public house*, shall not exceed 60 seats;
- (iii) an *outdoor customer service area* in conjunction with a retail grocery store use, shall not exceed 24 seats;
- (iv) an *outdoor customer service area* in conjunction with any other *retail use or a retail food service, shall not exceed 8 seats;*
- (v) an *outdoor customer service area* must be operationally tied to, and contained within the frontage of, an individual premise for which it is permitted;
- (vi) an *outdoor customer service area* may not impede the safe movement of pedestrians and must maintain a minimum setback of 2m from a property line; and
- (vii) additional parking is not required for an *outdoor customer service area;*

(c) *Outdoor product display and sales areas* are permitted only for a *retail use*, subject to the following conditions:

- (i) outdoor product display and sales areas must be sited and sized so as not to impede the safe movement of pedestrians and must maintain a minimum setback of 2m from a property line;
- (ii) outdoor product display and sales areas must be contained within the frontage of an individual *retail use*; and
- (iii) additional parking is not required for outdoor product display and sales areas.

4B90-5 Density:

- (a) The maximum permitted density in the CD90 Zone is limited to a total commercial and residential floor space of 6,652m² (71,600ft.²) of which no more than 930m² (10,000ft.²) can be residential use to a maximum of 10 residential units;
- (b) For the purposes of calculating floor space ratio, all above grade resident amenity rooms up to an aggregate total of 140m² (1,500ft.²), plus all floor areas less than 1.22m (4ft.) above grade are exempted.

4B90-6 Amenities:

- (a) Despite section 4B90-5, density in the CD90 Zone is increased to a maximum floor space of 14,368m² (154,650ft.²), including any density bonus for energy performance, and a maximum of 90 residential dwelling units, if the owner:
 - (i) contributes \$1,468,230 to the municipality to be used for any or all of the following amenities (with allocation to be determined by the municipality in its sole discretion): public art; park, trail, environmental, plaza or other public realm improvements; municipal or recreation service facility, or facility improvements; and/or the affordable housing fund; and
 - (ii) enters into a Housing Agreement to ensure that all residential units may be operated as rental units;

4B90-7 Maximum Principal Building Size:

Not applicable

4B90-8 Setbacks:

Buildings and structures shall be set back from property lines to the principal building face in accordance with an approved Development Permit.

4B90-9 Building Orientation:

Not applicable

4B90-10 Building Depth and Width:

Not applicable

4B90-11 Coverage:

- (a) Building coverage shall not exceed 82%;
- (b) Site coverage shall not exceed 85%.

4B90-12 Height:

- (a) For a building with a maximum density as stipulated under Section 4B90-5(a), the building is limited to a maximum of two storeys and a maximum height, as measured to the top of a roof parapet, of 8m (26.25ft.); or,
- (b) For a building with a density as stipulated under Section 4B90-6(a), the building is limited to a maximum height of 15.85m (52ft.), as measured to the top of the roof parapet from an average geodetic grade of 89.76m (294.5ft.) above sea level and excluding the height of all roof appurtenances, including elevator penthouses, to a maximum of 3m (10ft.)

4B90-13 Acoustic Requirements:

- (a) 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

- (b) All parkade exhaust systems not located underground shall be screened and designed to minimize noise and odors;
- (c) Venting for conditional uses shall be designed to minimize noise and odors. Venting for conditional restaurant uses shall be directed to the roof of the building.

4B90-14 Landscaping:

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

4B90-15 Subdivision Requirements:

Not Applicable.

4B90-16 Additional Accessory Structure Regulations:

Not applicable.

4B90-17 Parking, Bicycle Parking and Loading Regulations:

- (a) Parking spaces for all conditional uses are to be provided on the basis of the following ratios by type of use:

Use	Parking Requirement
Residential dwelling unit	1 space per unit + 1 space per 100m ² (1076.4ft. ²) of residential dwelling unit floor area, to a maximum of 2 spaces/unit , inclusive of 0.1 spaces/unit for visitor parking
Retail grocery store	1 space/25m ² of gross floor area
Restaurant use, including licenced lounge and neighbourhood public house but excluding take-out restaurant use	1 space/15m ² of gross floor area
All other conditional commercial uses	1 space/45m ² of gross floor area

- (b) A minimum of 10 residential parking spaces shall be provided for disabled persons and a minimum of 4 disabled spaces shall be provided for all other uses;
- (c) All required residential visitor parking spaces and up to 9 required commercial spaces may be shared subject to a section 219 covenant that secures the reciprocal use of these spaces and the total commercial parking requirement is reduced by a maximum of 9 spaces;

- (d) Small car parking spaces shall not exceed 35% of the total number of required parking spaces;
 - (e) All regular, small car and disabled parking spaces and manoeuvring aisles shall meet the minimum width, length and height standards established in Part 10 of the Zoning Bylaw;
 - (f) Bicycle parking for commercial uses shall be provided on the basis of 3 spaces/500m² of gross commercial floor area;
 - (g) Bicycle parking for residential uses shall be provided on the basis of a minimum of 1 space for each residential dwelling unit;
 - (h) All bicycle parking shall meet the minimum size requirements contained in Section 1009.1 of the Zoning Bylaw;
 - (i) A minimum of 2 off-street loading spaces are required and at least one space shall be available for residential use, in accordance with the size requirements in Part 10 of the Zoning Bylaw.”
- (D) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from General Commercial Zone 2 (C2) and Single Family Residential Edgemont (RSE) to Comprehensive Development Zone 90 (CD 90).
- (E) The Siting Area Map section is amended by deleting Plan Section Page R/6 and replacing it with the revised Plan Section Page R/6 attached as Schedule B.

READ a first time

PUBLIC HEARING held

READ a second time

READ a third time

Certified a true copy of “Rezoning Bylaw 1330 (Bylaw 8122)” as at Third Reading

Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure on

ADOPTED

Mayor

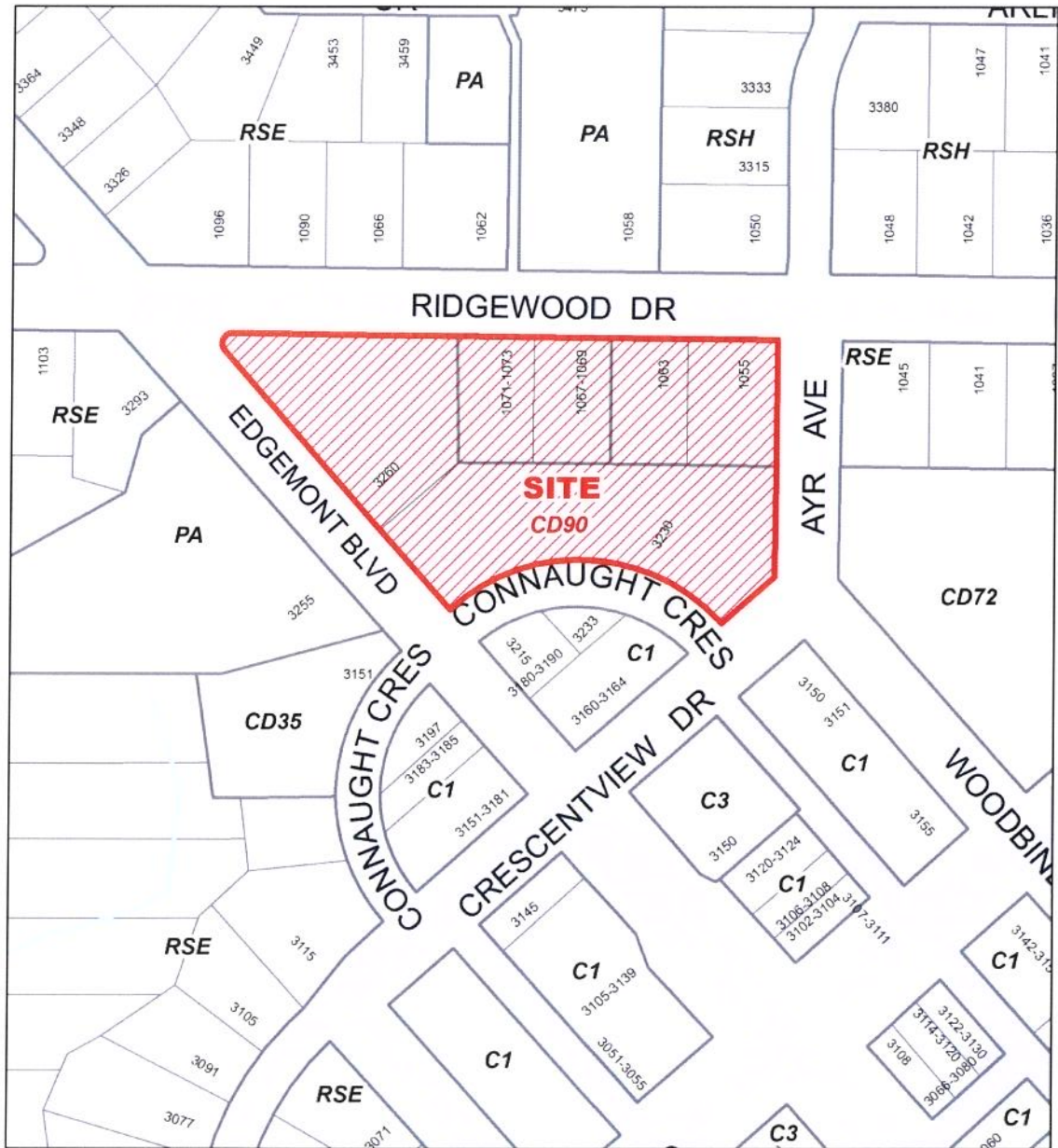
Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8122

BYLAW 8122 SCHEDULE A: ZONING MAP

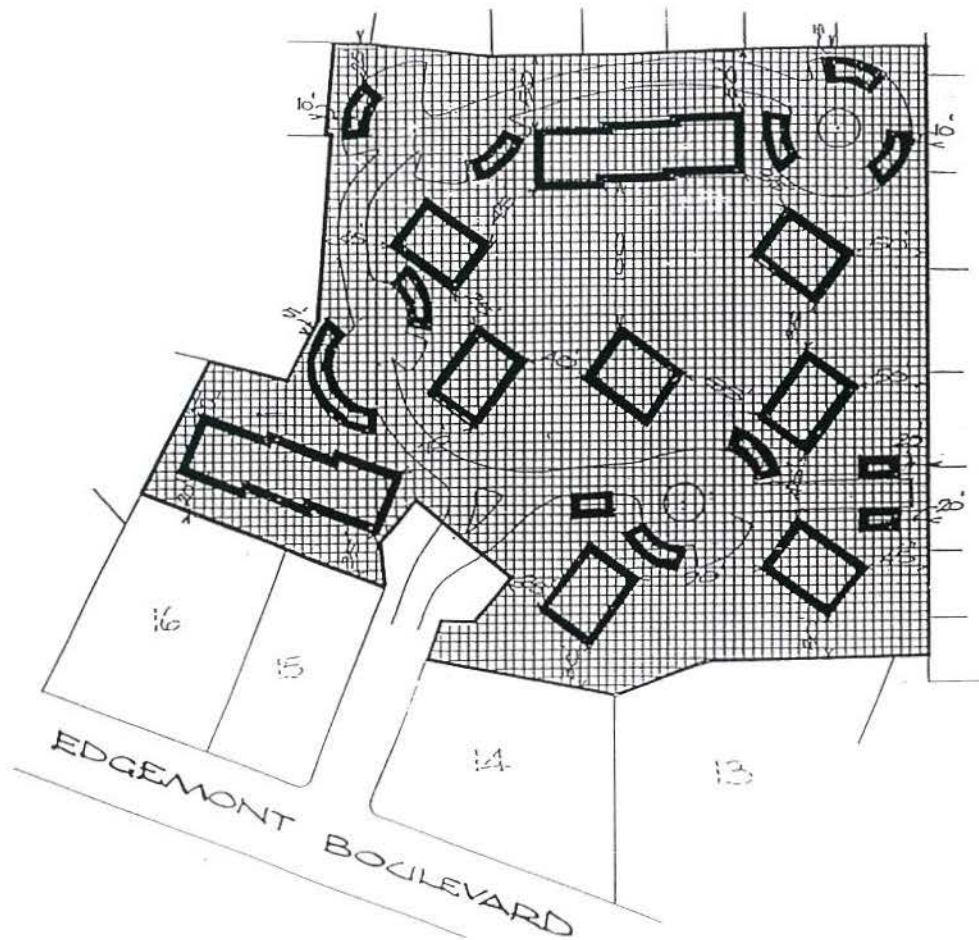


GENERAL COMMERCIAL ZONE 2 (C2)
AND SINGLE FAMILY RESIDENTIAL EDMONT (RSE) TO
COMPREHENSIVE DEVELOPMENT ZONE 90 (CD90)



Schedule B to Bylaw 8122

R/6



The Corporation of the District of North Vancouver**Bylaw 8123**

A bylaw to enter into a Housing Agreement (3260 Edgemont Boulevard, 3230 Connaught Crescent and 1055-1073 Ridgewood Drive.)

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 8123, 2015 (3260 Edgemont, 3023 Connaught Crescent and 1055-1073 Ridgewood Drive)".

2. Authorization to Enter into Agreement

2.1 The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Edgemont Village BT Limited, Inc. No. BC0959404, substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands:

- a) Lot A (See 317993L), Block 58, District Lots 598 to 601, Plan 6659 (PID: 006-757-782);
- b) Lot B, Block 58, District Lots 595 to 601, Plan 6659 (PID: 010-825-291);
- c) Lot 3, Block 58, District Lots 595 to 601, Plan 6659 (PID: 010-825-185);
- d) Lot 4, Block 58, District Lots 595 to 601, Plan 6659 (PID: 010-825-215);
- e) Lot 5, Block 58, District Lots 595 to 601, Plan 6659 (PID: 010-825-240);
and
- f) Lot 6, Block 58, District Lots 595 to 601, Plan 6659 (PID: 010-825-258).

3. Execution of Documents

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

READ a first time

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8123

SECTION 219 COVENANT – HOUSING AGREEMENT

This agreement dated for reference the _____ day of _____, 2015 is

BETWEEN:

EDGEMONT VILLAGE BT LIMITED, INC. NO. BC0959404

#2000 – 1040 West Georgia Street
Vancouver, BC V6E 4H1

(the “Owner”)

AND:

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

(the “District”)

WHEREAS:

1. The Owner is the registered owner of the Lands;
2. The Owner wishes to obtain development permissions with respect to the Lands and wishes to create a mixed use commercial/residential development which will contain housing strata units on the Lands;
3. 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
4. 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 Owner (the receipt and sufficiency of which is acknowledged by the Owner), the parties covenant and agree with each other as follows, as a housing agreement under Section 905 of the *Local Government Act*, 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

1.01 Definitions

In this agreement:

- (a) “*Development Permit*” means development permit No.54.14 issued by the District;
- (b) “*Lands*” means land described in Item 2 of the *Land Title Act* Form C to which this agreement is attached;
- (c) “*Proposed Development*” means the development on the Lands contemplated in the Development Permit containing not more than 89 Units;
- (d) “*Unit*” means a residential dwelling strata unit in the Proposed Development; and
- (e) “*Unit Owner*” means the registered owner of a Dwelling Unit in the Proposed Development.

2. TERM

This Agreement will commence upon adoption by District Council of Bylaw 8123 and will remain in effect until terminated by the District.

3. RENTAL ACCOMODATION

3.01 Rental Disclosure Statement

No Unit in any building on the Lands that has been strata title subdivided under the *Strata Property Act* may be occupied unless the Owner has:

- (a) before the first Unit in the said strata subdivision 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 said strata subdivision as rental strata lots and imposing at least a ninety-nine (99) year rental period in relation to all of the Units pursuant to the *Strata Property Act* (or any successor or replacement legislation); and
- (b) given a copy of the Rental Disclosure Statement to each prospective purchaser of any Unit in the said strata subdivision before the prospective purchaser enters into an agreement to purchase in respect of the Unit.

3.02 Rental Accommodation

Every Unit constructed on the Lands from time to time may always be used to provide rental accommodation as the Owner or a Unit Owner may choose from time to time. The restrictions set out in this Agreement shall not be construed to prevent a Unit Owner, or a member of the Unit Owner's family, from using a Unit for personal accommodation.

3.03 Binding on Strata Corporation(s)

This agreement shall be binding upon all strata corporations created upon the strata title subdivision of the Lands or any buildings on the Lands pursuant to the *Strata Property Act*.

3.04 Strata Bylaw Invalid

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

3.05 No Bylaw

The strata corporation(s) shall not pass any bylaws or rules preventing, restricting or abridging the use of the Lands, the Proposed Development or the Units contained therein from time to time as rental accommodation.

3.06 Vote

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

3.07 Notice

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

4. **DEFAULT AND REMEDIES**

4.01 Notice of Default

The District may, acting reasonably, give to the Owner written notice to cure a default under this Agreement within thirty (30) days of 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.

4.02 Costs

The Owner 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.

4.03 Damages an Inadequate Remedy

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

4.04 Equitable Remedies

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

4.05 No Penalty or Forfeiture

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

4.06 Cumulative Remedies

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

5. LIABILITY

5.01 Indemnity

Except for the negligence of the District or its employees, agents or contractors, the Owner 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 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 Proposed Development or any part thereof.

5.02 Release

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

5.03 Survival

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

6. GENERAL PROVISIONS

6.01 District's Power Unaffected

Nothing in this Agreement:

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

6.02 Agreement for Benefit of District Only

The Owner and District agree that:

- (a) this Agreement is entered into only for the benefit of the District;
- (b) this Agreement is not intended to protect the interests of the Owner, any Unit Owner, any occupant or any future owner, occupier or user of any part of the Proposed Development including any Unit; 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.

6.03 Agreement Runs With the Lands

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

6.04 Release

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

the Owner nor any Unit Owner shall be liable for any default in the performance or observance of this Agreement occurring after such party ceases to own the Lands or a Unit as the case may be.

6.05 Priority of This Agreement

The Owner will, at its expense, do or cause to be done all acts reasonably necessary to ensure this Agreement is registered against the title to each Unit in the Proposed Development in priority to all charges and encumbrances which are registered, or pending registration, against title to the Lands in the Land Title Office, save and except those as have been approved by the District or have been granted in favour of the District..

6.06 Agreement to Have Effect as Deed

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

6.07 Waiver

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

6.08 Time

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

6.09 Validity of Provisions

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

6.10 Extent of Obligations and Costs

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

6.11 Notices

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

If to the District:

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

Attention: Planning Department

If to the Owner:

Edgemont Village BT Limited, Inc. No. BC0959404
#2000 – 1040 West Georgia Street
Vancouver, BC V6E 4H1

Attention: Marc Josephson

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 prepaid courier, on the day it was delivered; and if made by personal service, upon personal service being effected. Any party, from time to time, by notice in writing served upon the other parties, may designate a different address or different or additional persons to which all notices, demands, or requests are to be addressed.

6.12 Further Assurances

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

6.13 Enuring Effect

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

7. INTERPRETATION

7.01 References

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

7.02 Construction

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

7.03 No Limitation

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

7.04 Terms Mandatory

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

7.05 Statutes

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

7.06 Entire Agreement

- (d) This is the entire agreement between the District and the Owner concerning its subject, and there are no warranties, representations, conditions or collateral agreements relating to this Agreement, except as included in this Agreement.
- (e) This Agreement may be amended only by a document executed by the parties to this Agreement and by bylaw, such amendment to be effective only upon adoption by District Council of a bylaw to amend Bylaw 8030.

7.07 Governing Law

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

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

CONSENT AND PRIORITY AGREEMENT

GIVEN THAT:

1. Edgemont Village BT Limited. (the "Owner") is the Registered Owner of the Land described in Item 2 of Page 1 of the Form C (the "Land");
2. 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. _____ (together, the "Prior Charge");
3. 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
4. Section 207 of the *Land Title Act* permits the Prior Chargeholder to grant priority over a charge to the District as Subsequent Chargeholder.

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.

- END OF DOCUMENT -

Grosvenor Edgemont Project

Public Information Meeting – March 4, 2015

Executive Summary

On March 4, 2015, Grosvenor Americas hosted a Public Information Meeting regarding the Grosvenor Edgemont Project at Highlands United Church in Edgemont Village, North Vancouver. Approximately 237 members of the community were in attendance.

The meeting objectives were to:

- To provide an overview of the Grosvenor Edgemont Project
- To provide an opportunity for community input and comment on this project
- To follow up on the September 2013 applicant-led Public Information Meetings and May 14, 2014 Public Meeting

The Public Information Meeting was successful in achieving the above objectives. Many community members took the opportunity to discuss the Grosvenor Edgemont Project on a one-on-one basis with project team members during the 30 minute Open House before the meeting. The project team then provided all participants with a project overview during a PowerPoint presentation at the beginning of the large group session.

Community members had the opportunity to pose questions or provide feedback during a Q&A session following the PowerPoint presentation. Eighteen individuals asked questions, offered positive feedback or identified issues of concern during the Q&A session. Issues and feedback raised during the Q&A session are included below in the Public Information Meeting Summary Report. Participants were also invited to complete comment sheets and submit them at the end of the meeting or send them in after the meeting. The comment sheets were collected by the District of North Vancouver representative.

The meeting was constructive and remained largely respectful in tone. Community members were curious about the project and offered their feedback (positive and negative) willingly.

Summary of Findings

Following the presentations, participants were invited to ask questions or offer comments on the project. Eighteen individuals offered their feedback.

Community members who offered verbal feedback were largely supportive of the project. Some individuals raised issues of concern including: managing local traffic during and after the project, construction traffic during the project, building heights relative to adjacent buildings, potential changes to the Village character, ventilation and sound management, and the viability of a restaurant at this location.

A summary of findings follows including positive feedback, issues of concern, and comments or requests. The next section documents each question, answer and comment.

Positive Feedback

- I appreciate the green roofs and would like to see more of these.
- I am in favour of the project. It can't happen soon enough.
- I am excited about what I see. The progress on this project is going in the right direction.
- This project is long overdue. The existing site has needed more for a long time.
- This is a big plus for the Village.
- The stepping back of the 4th floor is a huge improvement and protects the view corridor. I am a big supporter of the project.
- I think this is a great project.

Issues of Concern

- Traffic management:
 - Concern about contribution of new residents and retail traffic to congestion
 - Concern about management of traffic during construction and overlap with the Capilano water main project
 - Concern about potential back-up of traffic at Edgemont and Ridgewood due to increased traffic volume as well as the losses of a dedicated right hand turn lane and the dedicated bus lane.
 - Concern about construction-related traffic including workers accessing the site and provisions for worker parking.
- Building heights: Concern that the project building height appears high relative to adjacent building and other new builds.

- Village Character: Concern that this project looks like developments on Marine Drive and will change the character of the Village
- Retention of boulevard: Concern about potential loss of boulevard and plantings on Edgemont (Note: Any decision regarding potential changes to the planted boulevard on Edgemont is beyond the scope of this development proposal.)
- Ventilation and sound management:
 - Curiosity about provisions and sound management for parkade and restaurant ventilation
 - Concern regarding noise impacts associated with a restaurant (noise from patrons) and the required ecologizer
- Viability of a restaurant: Concern regarding the viability of a restaurant given the limited “traffic” in Edgemont and the potential for turnover if businesses fail. Also, encouragement to consider alternate tenants and businesses

Comments/ Requests

- Comment: This project does not provide affordability that could be achieved by coop housing and additional rental stock.
- Comment: Curiosity about accessibility of public parking outside of retail hours (no preference expressed).
- Comment: Curiosity about opportunities to combine units for purchase
- Comment: Curiosity about impact of project on viewscales
- Comment: I think this is still a work in process, especially in regarding to traffic and moving people around.
- Request for improved lighting along Edgemont and Ridgewood to improve pedestrian safety.
- Request that lighting installed as a part of this project does not create excessive glare and light pollution now experienced at Queens and Edgemont. (Note: This comment references lighting at a different project.)
- Request that the choice of tree species and spacing of plants is appropriate for the site and prevents against overplanting and excessive growth that requires maintenance.
- Request for a diversity of retail that does not include more fast food outlets.
- Request for more weather protection and benches for transit uses
- Request for three lanes on Edgemont north bound at Ridgewood: dedicated left hand lane, through lane, and dedicated right hand turn lane.

Public Information Meeting Summary Report

Welcome and Project Presentation

Marc Josephson, Senior Development Manager of Grosvenor Americas, welcomed participants, introduced the project and provided an overview of changes to the project in response to community feedback. Keith Hemphill of Rositch Hemphill Architects provided an overview of the updated site plan and building design and Chris Phillips of PFS Studios described the landscaping concept and project amenities.

Question and Answer Session

Following the presentations, participants were invited to ask questions or offer comments on the project. The following questions, comments and issues were raised:

1. Resident

Q1a: Congestion Tax: Irrespective of whether people want the project or not, it will be here. And this kind of project contributes to traffic problems. How are you contributing to congestion tax? Also, smaller is not always worse than bigger and vice versa.

A1a: No plans to contribute to the congestion tax. The very placement of this kind of development along existing transit routes and an evolving bicycle network is a contribution to fighting congestion and reducing the sprawl. There are also traffic improvements planned as part of the project. This project adds few vehicle trips to the road network. The intersection of Edgemont and Ridgewood will be converted (at Grosvenor's expense) to a traffic signal with a left-hand turn lane on the northbound approach to improve traffic flow and improve the movement of pedestrians and vehicles through this intersection.

Also, development fees are paid by the developer such as DCCs (development cost charges) and CACs (community amenity contribution) that are paid to the DNV for infrastructure or social uses not necessarily determined by the project team. There are certainly substantial development fees related to rezoning.

Q1b: Completion date: When do you expect the project to be completed?

A1b: We are not absolutely certain but our hope is to begin at the end of this year (end of 2015) and the project is estimated to take two years (late 2017/ early 2018).

2. Long-time resident:

Comment: Sustainability, affordability and LEED Gold: I appreciate the desire to make Edgemont a more livable community and adding to density is a great contrast to the monster houses that are going up. However, this building does not provide true accessibility and affordability of housing. We need more coop housing and rental stock to do that. Also, for those that are concerned about transportation, this is an opportunity for us all to vote “Yes’ in the upcoming referendum in order to increase options for transit everywhere including Edgemont Village. In relation to sustainability, we need to move towards livability and not just sustainability. Also, LEED Gold is not progressive enough; it is just standard now. Finally, I like the green roofs and I encourage the project team to keep them in and add more.

3. Resident

Comment: I want to commend the applicants on the presentation. I am in favour of this application. It can’t happen soon enough. It is a good change for the Village. This community needs more housing options. Also, in terms of sustainability, we need to support social and economic sustainability as well as environmental sustainability. I think that it is unfortunate that the whole building isn’t 4 storeys as that would probably mean more open space on the site and less site coverage, but I understand that that option is gone.

4. Resident

Comment: I am excited about what I see. There is a lot of progression for the Village on this project and it is going in the right direction.

Q4: Lighting and pedestrian safety: I find the lighting along Edgemont Blvd to be really dark through the rainy season: What is being done to ensure that the lighting along Edgemont and Ridgewood is improved to ensure that pedestrians are safe, especially at intersections.

A4: The existing lights along Edgemont are quite old and not up to current technology. We are working with the DNV to keep the character of the old lights and to update the lighting system. The new lights will provide more lighting.

5. Resident

Q5: Public parking spaces: Will public parking be accessible outside of retail hours?

A5: Commercial public parking will be on the first levels of the parkade. Store and restaurant hours will be determined later. If the store is closed, we'll provide another way for visitors to get in. Regarding public parking all night, we haven't made a decision yet. Not all decisions regarding public parking have been decided. We will need to consider a balance between ensuring parking accessibility when retail businesses are open and security.

6. Resident

Q6a: Building height: How high will the building be at the corner of Ayre up to the top of the 4th floor?

A6a: At that particular corner, 54 feet.

Q6b: How high is this relative to the Credit Union building or the Library? With the seniors' development, people were concerned about the height of these buildings. Can you do anything about the height? It's going to be pretty tall relative to any other building. It will be a significant landmark.

A6b: I hope you have a chance to look at the scale model that shows the height of this building in relation to surrounding existing and proposed buildings.

7. Resident

Comment: Trees, plantings and diverse retail: I think this is great for the community. These developments get done and it all looks nice, but the trees and plantings tend to get overplanted. I hope you pick the right species. Often, the wrong tree species are chosen, and plantings are overplanted, resulting in fast growth and subsequent problems. Also, I hope that the retail that goes in is selected carefully. We need a good bakery and I hope that the retail businesses are diverse and appropriate – not more fast food outlets.

8. Long-time Resident

Comment: I have lived here all my life. This project is long overdue. The existing site has needed more for a long time.

Q8a: Retention of the boulevard: I have heard recently that the boulevard farther down along Edgemont is being removed. I would like to see it remain. With the lights and changes in plantings and tree colour over the seasons, it is lovely. (Note: Any decision regarding potential changes to the planted boulevard on Edgemont is beyond the scope of this development proposal.)

A8a: There is a study going on right now about the continuation of the roadway. This is beyond the scope of our project. The existing boulevard is a great amenity.

Follow-up comment: The lighting from the new building at Queens from the new development is excessive and glares down. It is not adding lighting to the street – it is light pollution. Please try to avoid this. (Note: This comment references lighting at a different project at Queens and Edgemont.)

Q8b: Ventilation of parkades, stores and restaurant: With underground parking, Thrifty's, and the restaurant: these occupancies and tenants all require lots of ventilation. How will the ventilation work to get air out while minimizing noise? Equipment on top of the buildings can be structurally noisy.

A8b: When we are designing parkade exhaust, we typically bring parkade air intake via the main doors and access to the parkade. Exhaust will be vented through grates/grills in the ground at the loading and service entrances. That is farthest away from everything else. Re: air quality – it exhausts to the atmosphere. To minimize noise, we will put equipment further into the building and use inline ducts with acoustic lining to mitigate the sound of air being exhausted. Regarding the equipment associated with the grocery store, we have a good ability to isolate the sound within the concrete structure in the loading bay.

Q8c: Air conditioning: Will the residential units be air conditioned?

A8c: Not sure if they'll be air conditioned, but as part of our sustainability study goals and to meet code requirements for indoor air quality, heat recovery systems will be designed to help regulate and balance air flows and address energy management.

9. Non-Resident

Comment: I am a non-resident but I spend a lot of time here. Edgemont is a village. Except for Deep Cove, this is the only other village on the North Shore. However, what I see looks very much like what is going up on Marine Drive: very similar with 3 or 4 storeys, a flat roof and similar materials.

Q9: Village Character: Do you have an objective to define a new 2015 vision of Village character or some other vision that is appropriate for the Village??

A9: This is a subjective question. We have heard all kinds of input and suggestions. We have synthesized all the input and added a contemporary flavor to the Village. We have also broken up the building into separate components each with a different character. There is no underlying objective to take away the Village character. We are making an eclectic change and I think it does support the Village character.

Also, the design is intended to be different from Marine Drive, and incorporates walkability, deep sidewalks and significant setbacks. Walkability already exists in the Village and we want to keep that. Edgemont, Connaught and Ayre are all very pedestrian friendly.

10. Resident

Q10a: Lifts in the grocery store: Great job. This will be a big plus for the Village. Will the grocery store use elevators or movators.

A10a: There will be a combination of escalators, cartveyor, and separate elevators.

Comment: Viability of a restaurant: I know that a restaurant is proposed. I have concerns about the level of turn-overs in the Village with restaurants. It will be very hard to get the right restaurant in there because there just isn't the pedestrian traffic for it to be sustainable. You're not going to get an Earl's or a Cactus Club. There isn't the traffic. And smaller businesses will die. Are you open to alternatives other than restaurants? The morale of a project is affected by businesses that don't make it. Also, is there sufficient insulation to address the noise associated with a restaurant? Noise associated with a restaurant will have an impact on the project. I don't think it will work in there. The cost will be huge and there isn't the traffic to keep it busy all the time. Keep an open mind to alternate uses and tenants.

Q11b: Heating: What kind of heating is proposed? Heat pump? Electric?

A11b: We are not that far along in our design. We are at the rezoning stage. We will be looking at sustainability and studying the energy question. We will work with mechanical engineers when we get to that point.

Comment: If there is a restaurant, you'll need an ecologizer. These are noisy and expensive.

Q11c: Option to combine units for purchase: Can a buyer combine two units to make a larger unit? Some people might like a larger unit.

A11c: Yes. We can discuss this. This has not been finalized yet.

Q11d: Why aren't the townhouses bigger?

A11d: In comparison to others, these town homes are wider than usual and will lend themselves to more efficient floor plans.

11. Resident (same person as Comment #1)

12. Long-time Resident

Comment: Concern re: loss of dedicated right-hand turn lane on Edgemont at Ridgewood: I grew up in this area. I have seen this Village evolve over time. This development is not an evolution but a major change. It is important that this major change is dealt with properly in terms of the impact on the Village. At previous meeting we have heard about how building mass and density are being addressed. With the restaurant, retail and extra residents, there is going to be a significant increase in traffic. I am concerned that our Village will become a parking lot trying to get in and out of the pinch points at the start and end of the work day. Looking at this drawing on the screen, it shows that we have lost the dedicated right hand turn lane from Edgemont onto Ridgewood that is incredibly important. If that is lost and the right hand turn is controlled by the light, there will be a back-up to the end of the Village. It needs to be put back to prevent the back-up. (Note: The drawing in question did not show the street network accurately.)

13. Resident

Q13: Traffic during construction: What is the plan to address traffic during construction? We live on the corner of Queen's and Colwood. We are just behind Highlands Elementary. Some thought needs to be given to traffic during construction. I think the District should consider making Colwood a one-way street.

A13: We acknowledge that construction traffic is never pleasant. We have been planning for this well in advance of the project. We expect to avoid an overlap with the Capilano Water Project. Construction plans for this project presently includes avoiding Ridgewood. This strategy is subject to change at the District's discretion. Also, the current retail on this site generates 230 vehicles per hour. That won't be the case during construction so some traffic will also be removed from the Village during construction.

14. Long –time Resident

Q14: Impact on viewscales: I haven't seen any perspective regarding the view scape. What will be the impact of this project on the view-scape down Edgemont?

A14: There are drawings illustrating the view-scapes around the project on the website. We have also pushed back the upper floors of the project to maintain the view-scape.

15. Long-time Resident

Comment: I think the stepping back of the upper floor makes a big change visually. I am a big supporter of the project. Maintaining the view-corridor is great and it distinguishes this project from Marine Drive.

16. Resident

Q16a: Construction workers – numbers and access: How many construction workers will be on site at one time?

A16a: The number of workers will depend on the stage of the construction.

Q16b: What is your plan to get construction workers onto the site? Where will they park?

A16b: We are working on this issue as part of the construction plan and are currently looking for off-site locations where workers can park. We are clear that workers/trades will need to park somewhere off-site.

17. Long-time Resident

Q17a: Managing traffic at Ridgewood and Edgemont – desire for three lanes on Edgemont approaching Ridgewood. Where are the property lines? (Property lines were shown.) We have lost the bus access to the intersection. Your drawing shows that we have lost a right lane. The buses are going to have to cross over to the left turn lane. Is that correct? Why not lose all that green space and have another dedicated lane to allow for lanes turning left, going straight and going right. Why not add a lane? I am very concerned about the potential for blockage at the Edgemont/ Ridgewood intersection.

A17a: The picture doesn't show the intersection properly.

Q17b: You said that you will have a zero impact on Ridgewood. There will be a huge impact on Ridgewood during construction.

A17b: During the Capilano Water Main project, we will not bring any construction traffic along Ridgewood as requested by the District thus far. Even after the Capilano project, we will use Queens to access the project and not along Ridgewood unless the District provides us with different direction. We will manage traffic flow. (Comment: This is very hard to do.)

Comment: Wider sidewalks mean there is a loss of the public realm. How are you going to address this? We are losing accessibility for cars. I would like to know how the bus will turn left without blocking traffic.

Q17c: Building security: Will the “break-up” of the building now create security issues?

A17c: There will be gates. We will also separate the public realm from private or semi-private space as you see in developments of this kind. Each single storey townhouse on Ridgewood will have a gate and a yard.

Comment: I think this is still a work in process, especially in regards to traffic and moving people around.

18. Resident

Comment: Overhang and benches at bus stop: I think this is a great project. I see in the drawing that you are counting on the overhang for bus users. I suggest that you could include more weather protection cover and benches for transit users.

Next Steps and Closing Comments

Marc Josephson outlined the next steps in this process:

District Staff will be compiling comments from tonight as well as from the Design Panel and adding their own comments to a staff report to be sent to Council. The Project Team hopes to meet with Council in May or June, 2015 regarding the staff report.

Participants were reminded to submit comments via the written comment forms, email or fax to Natasha Letchford at the District of North Vancouver by March 27, 2015.

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PUBLIC HEARING

Redevelopment of the block bounded by Edgemont Boulevard, Ridgewood Drive, Ayr Avenue and Connaught Crescent for a Mixed Use Commercial/Residential Project

What: A Public Hearing for a zoning bylaw amendment to permit a proposed redevelopment of the Edgemont Market site, Highland Professional Center site and 4 residential parcels in the block bounded by Edgemont Boulevard, Ridgewood Drive, Ayr Avenue and Connaught Crescent. The proposed development consists of a supermarket, other commercial space and 90 residential units.

When: 7 pm, Tuesday, June 23, 2015

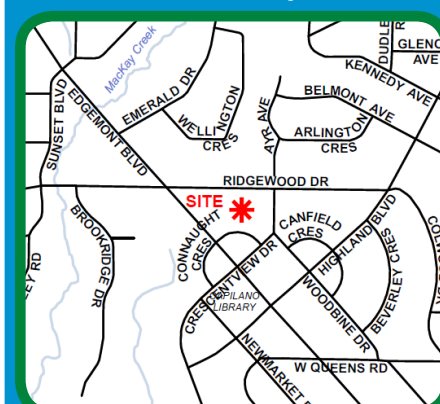
Where: Council Chambers, North Vancouver District Hall, 355 West Queens Road

Proposed*



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

Site Map



What changes?

The proposal requires an amendment to the District of North Vancouver Zoning Bylaw. This amendment, Bylaw 8122, will create a new comprehensive development zone CD 90 to permit the proposed development.

When can I speak?

We welcome your input **Tuesday, June 23, 2015 at 7 pm**. You can speak in person by signing up at the Hearing or you can provide a written submission to the Municipal Clerk at input@dnv.org or by mail before the conclusion of the Hearing.

Need more info?

Relevant background material and copies of the bylaw are available for review at the Municipal Clerk's Office or online at dnv.org/public_hearing. Office hours are Monday to Friday 8 am to 4:30 pm.

Questions?

Doug Allan, Community Planner, alland@dnv.org or 604-990-2387.

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