

# AGENDA

## *REGULAR MEETING OF COUNCIL*

**Monday, November 9, 2015**

**7:00 p.m.**

**Council Chamber, Municipal Hall**

**355 West Queens Road,**

**North Vancouver, BC**

**Council Members:**

Mayor Richard Walton

Councillor Roger Bassam

Councillor Mathew Bond

Councillor Jim Hanson

Councillor Robin Hicks

Councillor Doug MacKay-Dunn

Councillor Lisa Muri



NORTH VANCOUVER  
DISTRICT

[www.dnv.org](http://www.dnv.org)

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## REGULAR MEETING OF COUNCIL

7:00 p.m.

**Monday, November 9, 2015**  
**Council Chamber, Municipal Hall,**  
**355 West Queens Road, North Vancouver**

## AGENDA

### BROADCAST OF MEETING

- Live broadcast on Shaw channel 4
- (Re)Broadcast on Shaw channel 4 at 9:00 a.m. Saturday
- Online at [www.dnv.org](http://www.dnv.org)

### CLOSED PUBLIC HEARING ITEMS NOT AVAILABLE FOR DISCUSSION

- Bylaw 7984 – Rezoning 3568 Mt. Seymour Parkway
- Bylaw 8101 – Rezoning 1241-1289 East 27<sup>th</sup> Street (Mountain Court)
- Bylaw 8103 – Rezoning 1203 & 1207 Harold Road
- Bylaw 8122 – Rezoning 3260 Edgemont Boulevard
- Bylaw 8126 – Rezoning 3730 Edgemont Boulevard

### 1. ADOPTION OF THE AGENDA

#### 1.1. November 9, 2015 Regular Meeting Agenda

*Recommendation:*

THAT the agenda for the November 9, 2015 Regular Meeting of Council for the District of North Vancouver be adopted as circulated, including the addition of any items listed in the agenda addendum.

### 2. PUBLIC INPUT

(limit of three minutes per speaker to a maximum of thirty minutes total)

### 3. PROCLAMATIONS

#### 3.1. Adoption Awareness Month – November 2015

p. 9

### 4. RECOGNITIONS

### 5. DELEGATIONS

#### 5.1. North Shore Rescue

Re: Update on North Shore Rescue

- 5.2. Carol Sartor & Nicole Johnston, North Shore Safe Routes Advocates** p. 15-16  
Re: Update on Safe and Active School Program

**6. ADOPTION OF MINUTES**

- 6.1. October 26, 2015 Regular Council Meeting** p. 19-24

*Recommendation:*

THAT the minutes of the October 26, 2015 Regular Council meeting be adopted.

**7. RELEASE OF CLOSED MEETING DECISIONS**

**8. COMMITTEE OF THE WHOLE REPORT**

**9. REPORTS FROM COUNCIL OR STAFF**

With the consent of Council, any member may request an item be added to the Consent Agenda to be approved without debate.

If a member of the public signs up to speak to an item, it shall be excluded from the Consent Agenda.

\*Staff suggestion for consent agenda.

*Recommendation:*

THAT items \_\_\_\_\_ be included in the Consent Agenda and be approved without debate.

- \* **9.1. Bylaws 8103 and 8104: 1203 and 1207 Harold Road** p. 27-100  
File No. 08.3060.20/030.14

*Recommendation:*

THAT "The District of North Vancouver Rezoning Bylaw 1325 (Bylaw 8103)" is ADOPTED.

THAT "Housing Agreement Bylaw 8104, 2015" is ADOPTED.

- 9.2. Development Permit 30.14 – 1203 and 1207 Harold Road 7 Unit** p. 101-127  
**Townhouse**  
File No. 08.3060.20/030.14

*Recommendation:*

THAT Development Permit 30.14, for a 7 unit townhouse project at 1203 and 1205 Harold Road, is ISSUED.

- \* **9.3. Bylaws 8101, 8102 and 8112: 1241-1289 East 27<sup>th</sup> Street – Mountain Court** p. 129-253  
File No. 08.3060.20/048.14

*Recommendation:*

THAT “District of North Vancouver Rezoning Bylaw 1324 (Bylaw 8101)” is ADOPTED;

AND THAT “Housing Agreement Bylaw 8102, 2014 (1200 Block East 27<sup>th</sup> St.)” is ADOPTED;

AND THAT “Housing Agreement Bylaw 8112, 2015 (1200 Block East 27<sup>th</sup> St.)” is ADOPTED.

- 9.4. Development Permit 48.14 – 1241-1289 East 27<sup>th</sup> St – Mountain Court** p. 255-302  
**Phase 1**  
File No. 08.3060.20/048.14

*Recommendation:*

THAT Development Permit 48.14, for two buildings on the east side of the Mountain Court project (phase one) at 1241-1289 East 27<sup>th</sup> Street, is ISSUED.

- 9.5. Bylaw 8149 (Rezoning Bylaw 1337) & Bylaw 8150 (Housing Agreement** p. 303-334  
**Bylaw): 14 Unit Townhouse Development at 115 & 123 West Queens Road**  
File No. 08.3060.20/033.15

*Recommendation:*

THAT “The District of North Vancouver Rezoning Bylaw 1337 (Bylaw 8149),” which amends the Zoning Bylaw to rezone the properties at 115 and 123 West Queens Road from Single-Family Residential 6000 Zone (RS4) to Comprehensive Development Zone 89 (CD89) to permit a 14 unit townhouse project, is given FIRST Reading;

THAT “The District of North Vancouver Rezoning Bylaw 1337 (Bylaw 8149)” is referred to a Public Hearing;

AND THAT “Housing Agreement Bylaw 8150, 2015 (115 and 123 West Queens Road),” which authorizes a Housing Agreement to prevent future rental restrictions, is given FIRST Reading.

- 9.6. Development Variance Permit 53.14 – 170 East Osborne Road** p. 335-350  
File No. 08.3060.20/053.14

*Recommendation:*

THAT Development Variance Permit 53.14, to enable subdivision of 170 East Osborne Road, is ISSUED.

**9.7. Development Variance Permit 34.15 – 3623 Sunnycrest Drive**  
File No. 08.3060.20/034.15

**p. 351-366**

*Recommendation:*

THAT Development Variance Permit 34.15, to allow for an addition to the existing house at 3623 Sunnycrest Drive, is ISSUED.

**\* 9.8. North Shore Operation Red Nose**  
File No.

**p. 367-368**

*Recommendation:*

THAT the October 22, 2015 report from the Mayor entitled North Shore Operation Red Nose be received for information.

**10. REPORTS**

**10.1. Mayor**

**10.2. Chief Administrative Officer**

**10.3. Councillors**

**10.4. Metro Vancouver Committee Appointees**

**11. ANY OTHER BUSINESS**

**12. ADJOURNMENT**

*Recommendation:*

THAT the November 9, 2015 Regular Meeting of Council for the District of North Vancouver be adjourned.

## PROCLAMATIONS

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## PROCLAMATION

### “Adoption Awareness Month”

November 2015

- WHEREAS:** Adoptive families in British Columbia provide children with the love and support of a permanent family; and
- WHEREAS:** the District of North Vancouver wishes to recognize the care, compassion and unselfish commitment of British Columbia adoptive families; and
- WHEREAS:** there continues to be a need for adoptive families to nurture the growth and development of children, especially those with special needs because of physical, mental or emotional disabilities; and
- WHEREAS:** there is a need to remind citizens during this time that there are many children, teens and sibling groups in the province who are available for adoption.
- NOW THEREFORE:** I, Richard Walton, Mayor of the District of North Vancouver, do hereby proclaim November 2015 as “Adoption Awareness Month” in the District of North Vancouver.

A handwritten signature in black ink, which appears to read 'Richard Walton'.

Richard Walton  
MAYOR

Dated at North Vancouver, BC  
this 9<sup>th</sup> day of November 2015

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## DELEGATIONS

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## **North Shore Rescue**

Re: Update on North Shore Rescue

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# Delegation to Council Request Form <sup>5.2</sup>

District of North Vancouver

Clerk's Department

355 West Queens Rd, North Vancouver, BC V7N 4N5

Questions about this form: Phone: 604-990-2311

Form submission: Submit to address above or Fax: 604.984.9637

**COMPLETION:** To ensure legibility, please complete (type) online then print. Sign the printed copy and submit to the department and address indicated above.

**Delegations have five minutes to make their presentation. Questions from Council may follow.**

Name of group wishing to appear before Council: North Shore Safe Routes Advocates

Title of Presentation: Update on Safe and Active School Program

Name of person(s) to make presentation: Carol Sartor & Nicole Johnston

Purpose of Presentation:

- ☐ Information only  
☐ Requesting a letter of support  
☒ Other (provide details below)

Please describe:

Attach separate sheet if additional space is required

Request for a TDM role within the DNV to manage safe routes for all mode of travel during our time of growth.

Contact person (if different than above):

Daytime telephone number:

604-971-3911

Email address:

carol.northshoresra@gmail.com

Will you be providing supporting documentation?

☒ Yes

☐ No

If yes:

☒ Handout

☒ DVD

☒ PowerPoint presentation

Note: All supporting documentation must be provided 12 days prior to your appearance date. This form and any background material provided will be published in the public agenda.

Presentation requirements:

☒ Laptop

☐ Tripod for posterboard

☐ Multimedia projector

☐ Flipchart

☐ Overhead projector

Arrangements can be made, upon request, for you to familiarize yourself with the Council Chamber equipment on or before your presentation date.

## Delegation to Council Request Form

### Rules for Delegations:

1. Delegations must submit a Delegation to Council Request Form to the Municipal Clerk. Submission of a request does not constitute approval nor guarantee a date. The request must first be reviewed by the Clerk.
2. The Clerk will review the request and, if approved, arrange a mutually agreeable date with you. You will receive a signed and approved copy of your request form as confirmation.
3. A maximum of two delegations will be permitted at any Regular Meeting of Council.
4. Delegations must represent an organized group, society, institution, corporation, etc. Individuals may not appear as delegations.
5. Delegations are scheduled on a first-come, first-served basis, subject to direction from the Mayor, Council, or Chief Administrative Officer.
6. The Mayor or Chief Administrative Officer may reject a delegation request if it regards an offensive subject, has already been substantially presented to council in one form or another, deals with a pending matter following the close of a public hearing, or is, or has been, dealt with in a public participation process.
7. Supporting submissions for the delegation should be provided to the Clerk by noon 12 days preceding the scheduled appearance.
8. Delegations will be allowed a maximum of five minutes to make their presentation.
9. Any questions to delegations by members of Council will seek only to clarify a material aspect of a delegate's presentation.
10. Persons invited to speak at the Council meeting may not speak disrespectfully of any other person or use any rude or offensive language or make a statement or allegation which impugns the character of any person.

### Helpful Suggestions:

- have a purpose
- get right to your point and make it
- be concise
- be prepared
- state your request, if any
- do not expect an immediate response to a request
- multiple-person presentations are still five minutes maximum
- be courteous, polite, and respectful
- it is a presentation, not a debate
- the Council Clerk may ask for any relevant notes (if not handed out or published in the agenda) to assist with the accuracy of our minutes

I understand and agree to these rules for delegations

Carol Sartor

September 11, 2015

Name of Delegate or Representative of Group

Date

*Carol Sartor*

Signature

### For Office Use Only

Approved by:

Municipal Clerk

Deputy Municipal Clerk

☒

Appearance date:

*November 9, 2015*

Receipt emailed on:

*Sept. 16, 2015*

Rejected by:

Mayor

CAO

☐

Applicant informed on:

Applicant informed by:

☐

The personal information collected on this form is done so pursuant to the Community Charter and/or the Local Government Act and in accordance with the Freedom of Information and Protection of Privacy Act. The personal information collected herein will be used only for the purpose of processing this application or request and for no other purpose unless its release is authorized by its owner, the information is part of a record series commonly available to the public, or is compelled by a Court or an agent duly authorized under another Act. Further information may be obtained by speaking with The District of North Vancouver's Manager of Administrative Services at 604-990-2207 or at 355 W Queens Road, North Vancouver.

## MINUTES

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**DISTRICT OF NORTH VANCOUVER  
REGULAR MEETING OF COUNCIL**

Minutes of the Regular Meeting of the Council for the District of North Vancouver held at 7:03 p.m. on Monday, October 26, 2015 in the Council Chambers of the District Hall, 355 West Queens Road, North Vancouver, British Columbia.

**Present:** Acting Mayor D. MacKay-Dunn  
Councillor R. Bassam  
Councillor M. Bond  
Councillor J. Hanson  
Councillor R. Hicks (7:06 pm)  
Councillor L. Muri

**Absent:** Mayor R. Walton

**Staff:** Mr. D. Stuart, Chief Administrative Officer  
Mr. B. Bydwell, General Manager – Planning, Properties & Permits  
Mr. D. Milburn, Deputy General Manager – Planning & Permits  
Mr. J. Gordon, Manager – Administrative Services  
Mr. S. Ono, Manager – Engineering Services  
Ms. J. Paton, Manager – Development Planning  
Ms. C. Walker, Chief Bylaw Officer  
Ms. S. Dale, Confidential Council Clerk

## **1. ADOPTION OF THE AGENDA**

### **1.1. October 26, 2015 Regular Meeting Agenda**

**MOVED by Councillor MURI**

**SECONDED by Councillor BOND**

THAT the agenda for the October 26, 2015 Regular Meeting of Council for the District of North Vancouver be adopted as circulated, including the addition of any items listed in the agenda addendum.

**CARRIED**

With the consent of Council, Acting Mayor MacKay-Dunn altered the agenda as follows:

## **5. DELEGATIONS**

Councillor HICKS arrived at this point in the proceedings.

### **5.1. Bill Calder, President – Branch #114, Royal Canadian Legion Branch #114 Re: Presentation of First Poppy 2015**

The Royal Canadian Legion Branch #114, presented poppies to Mayor and Council. Mr. Bill Calder, President – Royal Canadian Legion Branch #114, encouraged residents to attend the Remembrance Day Ceremony on Wednesday, November 11, 2015 at the Lynn Valley Village Square.

**MOVED by Councillor HICKS**  
**SECONDED by Councillor BASSAM**

THAT the delegation of Royal Canadian Legion Branch #114 be received.

**CARRIED**

**5.2. Tony Valente, HUB Cycling – North Shore Committee**

Re: Cycling for Transportation: All Ages & Abilities Bike Network for the District of North Vancouver

Ms. Antje Wahl and Mr. Tony Valente, HUB Cycling – North Shore Committee, provided an overview of infrastructure and route designs which could be implemented to improve bike ridership in North Vancouver. Ms. Wahl requested that staff and HUB work together to continue to improve the bike network in the town and village centres. Mr. Valente noted that October 26 to November 1, 2015 is Bike to Work Week and encouraged members of the public to participate.

**MOVED by Councillor BASSAM**  
**SECONDED by Councillor MURI**

THAT the delegation of HUB Cycling – North Shore Committee be received.

**CARRIED**

**2. PUBLIC INPUT**

**2.1. Mr. Ian and Erika Smortchevsky, 700 Block Sutherland Avenue:**

- Acknowledged that the fence built encroaches 6 ft onto district land;
- Advised that the fence was built to address safety issues as there is large amounts of vehicle traffic;
- Noted that the additional cost due to the mistake of encroachment is significant; and,
- Urged Council to allow the fence with proof that the appropriate liability insurance is in place.

**2.2. Mr. Michael Wartman, 3200 Block Capilano Crescent:**

- Spoke regarding item 9.4 and noted that he is representing the applicant; and,
- Advised that he is here to answer any questions.

**2.3. Mr. Corrie Kost, 2800 Block Colwood Drive:**

- Spoke regarding the HUB delegation; and,
- Requested that a transportation cost benefit analysis be included when this item is discussed at a future Committee of the Whole meeting.

**3. PROCLAMATIONS**

Nil

**4. RECOGNITIONS**

Nil

## **6. ADOPTION OF MINUTES**

### **6.1. September 28, 2015 Regular Council Meeting**

**MOVED by Councillor MURI**  
**SECONDED by Councillor HICKS**

THAT the minutes of the September 28, 2015 Regular Council meeting be adopted.

**CARRIED**

### **6.2. October 5, 2015 Regular Council Meeting**

**MOVED by Councillor MURI**  
**SECONDED by Councillor HICKS**

THAT the minutes of the October 5, 2015 Regular Council meeting be adopted.

**CARRIED**

## **7. RELEASE OF CLOSED MEETING DECISIONS**

Nil

## **8. COMMITTEE OF THE WHOLE REPORT**

Nil

## **9. REPORTS FROM COUNCIL OR STAFF**

**MOVED by Councillor BASSAM**  
**SECONDED by Councillor MURI**

THAT items 9.2 and 9.3 be included in the Consent Agenda and be approved without debate.

**CARRIED**

Councillor Hicks declared a potential conflict of interest in the following item due to his membership at an organization being considered for a tax exemption. He left the meeting at 7:42 pm.

### **9.1. Bylaw 8130: 2016-2019 Taxation Exemptions by Council** File No. 09.3900.20/000.000

**MOVED by Councillor MURI**  
**SECONDED by Councillor BASSAM**

THAT "2016-2019 Taxation Exemptions by Council Bylaw 8130, 2015" is ADOPTED.

**CARRIED**

Absent for vote: Councillor HICKS

Councillor HICKS returned to the meeting at 7:43 pm.

- 9.2. Bylaw 8131: 2016-2019 Taxation Exemptions for Places of Public Worship**  
File No. 09.3900.20/000.000

**MOVED by Councillor BASSAM**  
**SECONDED by Councillor MURI**

THAT “2016-2019 Taxation Exemptions for Places of Public Worship Bylaw 8131, 2015” is ADOPTED.

**CARRIED**

- 9.3. Bylaw 8132: 2016-2019 Taxation Exemption for North Vancouver Museum and Archives Warehouse Facility**  
File No. 09.3900.20/000.000

**MOVED by Councillor BASSAM**  
**SECONDED by Councillor MURI**

THAT “2016-2019 Taxation Exemption for North Vancouver Museum and Archives Warehouse Facility Bylaw 8132, 2015” is ADOPTED.

**CARRIED**

- 9.4. Development Permit 32.15 – 3225 Capilano Crescent**  
File No. 08.3060.20/032.15

**MOVED by Councillor BASSAM**  
**SECONDED by Councillor HICKS**

THAT Development Permit 32.15, to allow for the renovation of the existing house at 3225 Capilano Crescent, is ISSUED.

**CARRIED**

- 9.5. Remedial Action Requirement – Untidy Property at 1873 West 15<sup>th</sup> Street**  
File No. 09.4000.30/000.001

**MOVED by Councillor MURI**  
**SECONDED by Councillor BASSAM**

THAT Council resolve as follows:

1. Council considers that the accumulated materials and structures in the back yard, the front yard and the side yards of the property at 1873 West 15th Street, legally described as

PID: 010-289-402

Lot 1 of Block 1 District Lots 264 And 266 PLAN VAP8069

(the “Property”)

are so unsightly and unclean as to be offensive to the community, and declares, cumulatively and individually, that all said accumulated materials and structures are a nuisance including, but not limited to:

- (a) those accumulated materials shown in the photographs attached as Schedule A to the Council Report prepared by the Bylaw Supervisor and dated October 14, 2015; and,
- (b) the structures in the rear yard shown in the photographs attached as Schedule B to the Report any and all accumulated materials inside said structures.

(collectively, the “Accumulated Materials and Structures”)

2. Pursuant to section 72(2)(b)(i) of the Community Charter, Council orders that Platon and Maria Calogeros, being the registered owners of the Property (the “Owners”) must completely remove from the Property to the satisfaction of the Chief Bylaw Officer the Accumulated Materials and Structures by December 7, 2015 (“the Remedial Action Requirement”).

3. In the event that the Owners fail to fully comply with the Remedial Action Requirement by December 7, 2015:

- (a) the District, by its staff, agents and contractors, may enter onto the Property and remove and immediately dispose of all of the Accumulated Materials and Structures at the expense of the Owners; and
- (b) the costs of such actions shall be treated as a debt owed to the District of North Vancouver which, if unpaid at the end of the calendar year, will be added to the Property taxes for the next calendar year, pursuant to s. 258 of the *Community Charter*.

**CARRIED**

## **10. REPORTS**

### **10.1. Mayor**

Nil

### **10.2. Chief Administrative Officer**

Nil

### **10.3. Councillors**

Councillor Hicks report on his attendance at the Council of Council's meeting at Surrey Municipal Hall.

**10.4. Metro Vancouver Committee Appointees**

Nil

**11. ANY OTHER BUSINESS**

Nil

**12. ADJOURNMENT**

**MOVED by Councillor MURI**

**SECONDED by Councillor BASSAM**

THAT the October 26, 2015 Regular Meeting of Council for the District of North Vancouver be adjourned.

**CARRIED**  
(7:49 pm)

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Mayor

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Municipal Clerk


## REPORTS

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AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>Nov 9, 2015</u>
<input type="checkbox"/> Workshop (open to public)	Date: _____

  
 Dept.  
Manager

  
 GM/  
Director

  
 CAO

## The District of North Vancouver REPORT TO COUNCIL

October 28, 2015  
File: 08.3060.20/030.14

**AUTHOR:** James Gordon, Municipal Clerk

**SUBJECT:** Bylaws 8103 and 8104: 1203 and 1207 Harold Road

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### RECOMMENDATION:

THAT "The District of North Vancouver Rezoning Bylaw 1325 (Bylaw 8103)" is ADOPTED.

THAT "Housing Agreement Bylaw 8104, 2015" is ADOPTED.

### BACKGROUND:

Bylaws 8103 and 8104 received First Reading on May 4, 2015. A Public Hearing for Bylaw 8103 was held and closed on June 2, 2015.

Bylaw 8103 received Second Reading as amended and Third Reading on July 6, 2015.  
Bylaw 8104 also received Second and Third Readings on July 6, 2015.

The bylaws are now ready for consideration of Adoption by Council.

### Options:

1. Adopt the bylaws;
2. Abandon the bylaws at Third Reading; or
3. Rescind Third Reading and debate possible amendments to the bylaws.

Respectfully submitted,

  
 James Gordon  
Municipal Clerk

Attachments:

- The District of North Vancouver Rezoning Bylaw 1325 (Bylaw 8103)
- Housing Agreement Bylaw 8104, 2015
- Staff Report – dated June 26, 2015

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

## The Corporation of the District of North Vancouver

### Bylaw 8103

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

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

#### 1. Citation

This bylaw may be cited as "District of North Vancouver Rezoning Bylaw 1325 (Bylaw 8103)".

#### 2. Amendments

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

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

"Comprehensive Development Zone 87      CD87"

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

**"4B87 Comprehensive Development Zone 87      CD87"**

#### **4B87-1 Intent:**

The purpose of the CD87 Zone is to establish specific land use and development regulations for a seven unit townhouse project.

The CD87 Zone is applied to those parts of:

Lot 1 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511 PID 012-811-475;  
Lot 2 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511 PID 012-811-491; and  
Lot 3 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511 PID 012-817-040.

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

#### **4B87-2 Permitted Uses:**

The following *principal* uses shall be permitted in the Comprehensive Development 87 Zone:

**(a) Uses Permitted Without Conditions:**

- (i) Residential building, multiple family townhouse.

**(b) Conditional Uses:**

Not Applicable.

**4B87-3 Conditions of Use:**

Not Applicable

**4B87-4 Accessory Uses:**

(a) Accessory uses are permitted and may include but are not necessarily limited to:

- (i) Home occupations in accordance with the regulations in Section 405 of the Zoning Bylaw, 1965.

**4B87-5 Density:**

(a) The maximum permitted density in the CD87 Zone is limited to a floor space ratio (FSR) of 0.45, inclusive of any density bonus for energy performance.

(b) For the purposes of calculating floor space ratio, the following areas are excluded:

- (i) Open carports;
- (ii) At grade crawlspaces beneath landings;
- (iii) Specified potential elevator locations on all floors;
- (iv) Roof deck stairs and access areas;
- (v) Grade level waste disposal and recycling room, and electrical room; and
- (vi) Bay window areas.

**4B87-6 Amenities:**

(a) Despite subsection 4B87-5, density in the CD87 Zone is increased to a maximum floor space of 1372 sq metres (14,764 sq ft), inclusive of any density bonus for energy performance, if the owner:

1. Enters into a Housing Agreement prohibiting any restrictions preventing the owners in the project from renting their units; and
2. Contributes \$55,016 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 or other public realm

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

**4B87-6 Height:**

The maximum permitted height is 12.2 m (40.0 ft).

**4B87-7 Setbacks:**

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

<b>Setback</b>	<b>Buildings (Min Setback)</b>
North Property Line (Harold Rd)	3.0 m (10.0 ft)
East Property Line	1.5 m (5.0 ft)
West Property Line (Baird Rd)	2.6 m (8.5 ft)
South Property Line (Lane)	2.1 m (7.0 ft)

- (b) Projections above ground level are permissible as follows:

<b>Setback</b>	<b>Maximum Setback Reduction</b>
North Property Line (Harold Rd)	0.76 m (2.5 ft)
East Property Line	n/a
West Property Line (Baird Rd)	1.1 m (3.5 ft)
South Property Line (Lane)	0.3 m (1 ft)

**4B87-8 Coverage:**

- (a) Building Coverage shall not exceed 57%.
- (b) Site Coverage shall not exceed 75%.

**4B87-9 Landscaping:**

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

**4B87-10 Parking, Loading and Bicycle Parking Regulations:**

Parking, driveway and loading shall be provided in accordance with Part 10 of the Zoning Bylaw except that:

- (a) Bicycle parking is to be accommodated in private carport and garage. Each carport or garage shall have a minimum of one bike parking space per unit;
- (b) No on-site visitor parking is required; and
- (c) A maximum of 50% of the parking spaces provided are permitted to be small car parking spaces sized in accordance with Part 10 of the Zoning Bylaw."

2.1.3 The Zoning Map is amended in the case of the lands in Schedule A, by rezoning the land outlined and noted on the attached from Single Family Residential 6000 Zone (RS4) to Comprehensive Development 87 Zone (CD87).

**READ** a first time May 4<sup>th</sup>, 2015

**PUBLIC HEARING** held June 2<sup>nd</sup>, 2015

**READ** a second time as amended July 6<sup>th</sup>, 2015

**READ** a third time July 6<sup>th</sup>, 2015

**ADOPTED**

\_\_\_\_\_  
Mayor

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

Certified a true copy

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

Schedule A to Bylaw 8103  
Rezone from RS4 to CD87



RESIDENTIAL SINGLE FAMILY ZONE 4 (RS4) TO  
COMPREHENSIVE DEVELOPMENT ZONE 87 (CD87)



AREA TO BE TRANSFERRED TO DNV



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

## **Bylaw 8104**

A bylaw to enter into a Housing Agreement (Rental Protection – 1203-1207 Harold)

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

### **1. Citation**

This bylaw may be cited as "Housing Agreement Bylaw 8104, 2015".

### **2. Authorization to Enter into Agreement**

The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Brody Development (A & C) Ltd. substantially in the form attached to this Bylaw as Schedule "B" with respect to those parts of:

- i. Lot 1 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511  
PID 012-811-475;
- ii. Lot 2 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511  
PID 012-811-491; and
- iii. Lot 3 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511  
PID 012-817-040.

shown outlined in bold and labelled "Site" on the plan attached hereto as Schedule "A".

### **3. Execution of Documents**

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

**READ** a first time May 4<sup>th</sup>, 2015

**READ** a second time July 6<sup>th</sup>, 2015

**READ** a third time July 6<sup>th</sup>, 2015

**ADOPTED**

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Mayor

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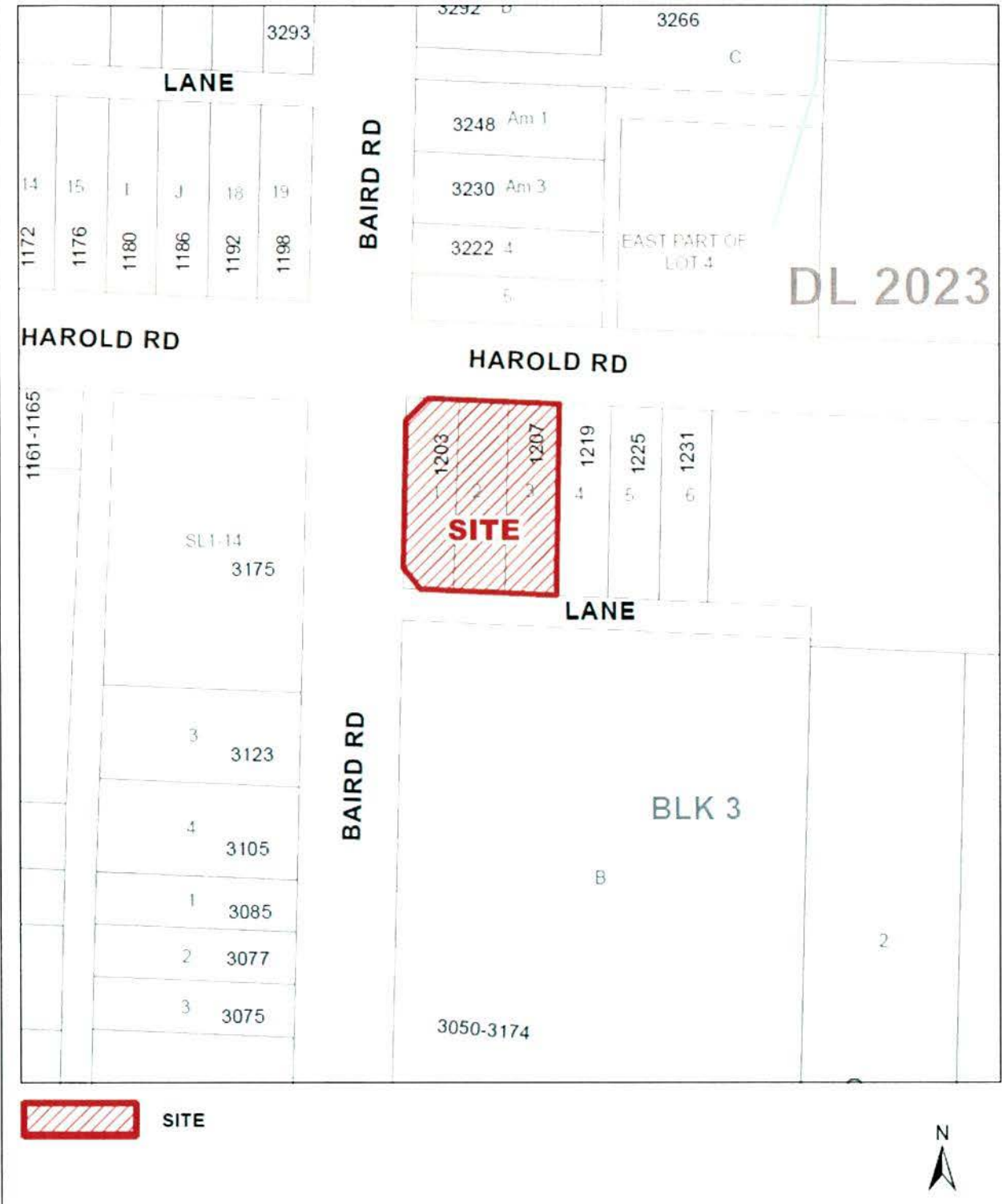
Municipal Clerk

Certified a true copy

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Municipal Clerk

Schedule A to Bylaw 8104



## Schedule B to Bylaw 8104

### SECTION 219 COVENANT (Rental Protection)

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

BETWEEN:

**BRODY DEVELOPMENT (A & C) LTD.** (Incorporation No. (Incorporation No. BC1033479) a corporation incorporated under the laws of the Province of British Columbia with an office at 1060 14th St W, North Vancouver, BC V7P 3P3

(the "Owner")

AND:

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

(the "District")

RECITALS:

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

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

#### 1. USE

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

## 2. DEFINITIONS

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

## 3. RENTAL ACCOMODATION

- 3.01 No Unit in a building in the Proposed Development may be occupied unless the Owner has:
- (a) before the first Unit in the building is offered for sale, or conveyed to a purchaser without being offered for sale, filed with the Superintendent of Real Estate pursuant to the *Strata Property Act* (or any successor or replacement legislation) a Form J Rental Disclosure Statement (the "**Form J**") designating all of the Units in the building as rental strata lots and imposing a minimum 99 year rental period in relation to all of the Units; and
  - (b) given a copy of the Form J to each prospective purchaser of any Unit in the building before the prospective purchaser enters into an agreement to purchase in respect of the Unit. For the purposes of this paragraph 3.01(b), the Owner is deemed to have given a copy of the Form J to each prospective purchaser of any Unit in the building if the Owner has included the Form J as an exhibit to the disclosure statement for the Proposed Development prepared by the Owner pursuant to the *Real Estate Development Marketing Act* (the "**Disclosure Statement**").
- 3.02 The Units constructed on the Land from time to time may always be used to provide rental accommodation as the Owner or a Unit Owner may choose from time to time.
- 3.03 This agreement shall be binding upon all strata corporations created upon the strata title subdivision of the Land pursuant to the *Strata Property Act* or any subdivided parcel of the Land, including the Units.
- 3.04 Any Strata Corporation bylaw which prevents, restricts or abridges the right to use any of the Units as rental accommodations shall have no force or effect.



- 3.05 The Strata Corporation shall not pass any bylaws preventing, restricting or abridging the use of the Land, the Proposed Development or the Units contained therein from time to time as rental accommodation.
- 3.06 No Unit Owner, nor any tenant or mortgagee thereof, shall vote for any strata corporation bylaw purporting to prevent, restrict or abridge the use of the Land, the Proposed Development and the units contained therein from time to time as rental accommodation.
- 3.07 The Owner will provide notice of this Agreement to any person or persons intending to purchase a Unit prior to any such person entering into an agreement of purchase and sale, agreement for sale, or option or similar right to purchase as part of the Disclosure Statement.

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

- 4.01 The Owner shall comply with all requirements of this Agreement at its own cost and expense.
- 4.02 The parties agree that this Agreement creates only contractual obligations and obligations arising out of the nature of this document as a covenant under seal. The parties agree that no tort obligations or liabilities of any kind exist between the parties in connection with the performance of, or any default under or in respect of, this Agreement. The intent of this section is to exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract and under the law pertaining to covenants under seal.
- 4.03 This Agreement shall restrict use of the Land in the manner provided herein notwithstanding any right or permission to the contrary contained in any bylaw of the District.
- 4.04 Forthwith after registration of a strata plan (the "**Strata Plan**") under the *Strata Property Act* (British Columbia) to stratify the building on the Land, or any part thereof, and in any event before the first conveyance of any of the strata lots created by said Strata Plan (the "**Strata Lots**"), the Owner will cause the strata corporation (as hereinafter defined) to assume the Owner's obligations hereunder to the same extent as if the strata corporation had been an original party to this Agreement by executing and delivering to the District an assumption agreement in all material respects in the form attached hereto as Schedule "B". If the Owner fails to comply with this section 4.04, then the Owner will remain liable for the performance of the obligations hereunder notwithstanding the strata subdivision.
- 4.05 The strata corporation shall not enact any bylaw or make any rules or regulations in respect of the Strata Lots or the Land which are inconsistent with this Agreement.
- 4.06 For the purposes of this Agreement "**strata corporation**" means the strata corporation established pursuant to the *Strata Property Act* (British Columbia) upon registration of the Strata Plan to create the Strata Lots.
- 4.07 The covenants herein shall charge the Land pursuant to Section 219 of the *Land Title Act* and shall run with the Land and bind the Land and every part or parts thereto, and shall attach to and run with the Land and each and every part into which the Land may be divided

or subdivided, whether by subdivision plan, Strata Plan or otherwise. The covenants set forth herein shall not terminate if and when a purchaser becomes the owner in fee simple of the Land or any part thereof, but shall charge the whole of the interest of such purchaser and shall continue to run with the Land and bind the Land and all future owners of the Land and any portion thereof, including all Strata Lots thereon. If the Land or any part thereof or any building or buildings on the Land are subdivided by means of a Strata Plan then the obligations of the Owner hereunder will be the obligations of the owners of Strata Lots in accordance with the *Strata Property Act*.

- 4.08 The rights given to the District by this Agreement are permissive only and nothing in this Agreement imposes any duty of any kind of the District to anyone or obliges the District to perform any act or to incur any expense for any of the purposes set out in this Agreement. Where the District is required or permitted by this Agreement to form an opinion, exercise a discretion, make a determination or give its consent, the Owner agrees that the District is under no public law duty of fairness or natural justice in that regard and agrees that the District may do any of those things in the same manner as if it were a private party and not a public body.
- 4.09 The Owner is only liable for breaches of this Agreement caused or contributed to by the Owner or which the Owner permits or allows. The Owner is not liable for the consequences of the requirements of any enactment or law or any order, directive, ruling or government action thereunder. The Owner is liable only for breaches which occur while the Owner is the registered owner of any of the Land and only to the extent that the Owner is the registered owner of any of the Land.
- 4.10 This Agreement does not:
- (a) affect or limit the discretion, rights, duties or powers of the District under any enactment or at common law, including in relation to the use or subdivision of the Land;
  - (b) affect or limit any enactment relating to the use or subdivision of the Land; or
  - (c) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Land.
- 4.11 Nothing in this Agreement affects any obligations of the Owner to pay all property taxes, rates, charges and levies payable under any enactment on or in respect of the Land.
- 4.12 The Owner agrees that this Agreement is intended to be perpetual in order to protect the Land as set out in this Agreement. In view of the importance of protecting the Land for ecological and other reasons, the Owner agrees not to seek a court order modifying, discharging or extinguishing this Agreement under the *Property Law Act* (British Columbia), any successor to that enactment, any other enactment or at common law.
- 4.13 Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted under s.219 of the *Land Title Act* in respect of the Land and this Agreement burdens the Land and runs with it and binds the successors in title to the Land. This Agreement burdens and charges all of the Land and any parcel into which it is subdivided by any means and any parcel into which the Land are consolidated.

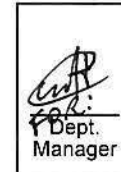
- 4.14 The Owner agrees to do everything necessary at the Owner's expense to ensure that this Agreement is registered against title to the Land with priority over all financial charges, liens and encumbrances registered or pending at the time of application for registration of this Agreement
- 4.15 An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
- 4.16 If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 4.17 This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.
- 4.18 By executing and deliver this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.
- 4.19 This Agreement shall not be modified or discharged except in accordance with the provisions of section 219 of the *Land Title Act*.
- 4.20 The Owner shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurance which may be reasonably necessary to give proper effect to the intent of this Agreement.
- 4.21 Time is of the essence of this Agreement.
- 4.22 Whenever the singular or masculine or neuter is used herein, the same shall be construed as including the plural, feminine, and body corporate or politic unless the context requires otherwise.
- 4.23 This Agreement shall be interpreted according to the laws of the Province of British Columbia. Where there is a reference to an enactment of the Province of British Columbia in this Agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia

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

- END OF DOCUMENT -



AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>JULY 6, 2015</u>
<input type="checkbox"/> Workshop (open to public)	Date: _____



## The District of North Vancouver REPORT TO COUNCIL

June 26, 2015  
File: 3060.20/030.14

**AUTHOR:** Lilian Arishenkoff, Community Planner

**SUBJECT:** Reconsideration of Bylaws 8103 and 8104: 1203 and 1207 Harold Road

### RECOMMENDATIONS:

THAT "The District of North Vancouver Rezoning Bylaw 1325 (Bylaw 8103)" is given SECOND Reading as amended.

THAT "The District of North Vancouver Rezoning Bylaw 1325 (Bylaw 8103)" is given THIRD Reading.

THAT "Housing Agreement Bylaw 8104, 2014" is given SECOND and THIRD Readings.

### BACKGROUND:

Bylaws 8103 and 8104 received First Reading on May 4, 2015. A Public Hearing for Bylaw 8103 was held and closed on June 2, 2015. On June 15, 2015, Bylaws 8103 and 8104 were defeated at Second Reading.

According to Section 131 of the *Community Charter*, the Mayor has the option of bringing defeated Bylaws 8103 and 8104 back for reconsideration by Council. Bylaw 8103 is submitted for consideration of Second Reading as amended and if Council gives this bylaw Second Reading, it is then ready for Third Reading. Bylaw 8104 is ready to be reconsidered as originally proposed for Second and Third Readings by Council.

### ANALYSIS:

At consideration of Second Reading, some members of Council noted that the number of units proposed for the site was too high and indicated that they could support the proposal only if the number of units decreased. At the Public Hearing for Bylaw 8103 (Rezoning Bylaw 1325) a neighbour gave input that duplex or triplex development would be appropriate on

these three lots. Duplexes would result in six units on the site while triplexes would result in nine units.

In response to these concerns over the eight townhouse units proposed, the owner consents to decrease this number to seven units. In accordance with Section 894 (1) (b) (iii) of the *Local Government Act*, Council can amend the Bylaw by decreasing the number of units with the owner's consent.

**Options:**

- 1) Reconsider the bylaws and give Second and Third Reading as amended; or
- 2) Give no further Readings to the bylaws and abandon the bylaws at First Reading.



Lilian Arishenkoff  
Community Planner

**Attachments:**

- A – Red-Lined Bylaw 8103
- B – Red-Lined Bylaw 8104
- C – Bylaw 8103 (as amended)
- D – Bylaw 8104 (as amended)
- E – Public Hearing Minutes on June 2, 2015
- F – Staff Report dated April 23, 2015

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

The Corporation of the District of North Vancouver

Bylaw 8103

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

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

**1. Citation**

This bylaw may be cited as "District of North Vancouver Rezoning Bylaw 1325 (Bylaw 8103)".

**2. Amendments**

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

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

"Comprehensive Development Zone 87      CD87"

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

**"4B87 Comprehensive Development Zone 87      CD87"**

**4B87-1      Intent:**

The purpose of the CD87 Zone is to establish specific land use and development regulations for ~~an eight~~ **a seven** unit townhouse project.

The CD87 Zone is applied to those parts of:

Lot 1 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511 PID 012-811-475;  
Lot 2 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511 PID 012-811-491; and  
Lot 3 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511 PID 012-817-040.

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

**4B87-2      Permitted Uses:**

The following *principal* uses shall be permitted in the Comprehensive Development 87 Zone:

**(a) Uses Permitted Without Conditions:**

- (i) Residential building, multiple family townhouse.

**(b) Conditional Uses:**

Not Applicable.

**4B87-3 Conditions of Use:**

Not Applicable

**4B87-4 Accessory Uses:**

(a) Accessory uses are permitted and may include but are not necessarily limited to:

- (i) Home occupations in accordance with the regulations in Section 405 of the Zoning Bylaw, 1965.

**4B87-5 Density:**

(a) The maximum permitted density in the CD87 Zone is limited to a floor space ratio (FSR) of 0.45, inclusive of any density bonus for energy performance.

(b) For the purposes of calculating floor space ratio, the following areas are excluded:

- (i) Open carports;
- (ii) At grade crawlspaces beneath landings;
- (iii) Specified potential elevator locations on all floors;
- (iv) Roof deck stairs and access areas;
- (v) Grade level waste disposal and recycling room, and electrical room; and
- (vi) Bay window areas.

**4B87-6 Amenities:**

(a) Despite subsection 4B87-5, density in the CD87 Zone is increased to a maximum floor space of 1372 sq metres (14,764 sq ft), inclusive of any density bonus for energy performance, if the owner:

1. Enters into a Housing Agreement prohibiting any restrictions preventing the owners in the project from renting their units; and
2. Contributes \$55,016 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 or other public realm improvements; municipal or recreation service or facility improvements and/or the affordable housing fund.

**4B87-6 Height:**

The maximum permitted height is 12.2 m (40.0 ft).

**4B87-7 Setbacks:**

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

<b>Setback</b>	<b>Buildings (Min Setback)</b>
North Property Line (Harold Rd)	3.0 m (10.0 ft)
East Property Line	1.5 m (5.0 ft)
West Property Line (Baird Rd)	2.6 m (8.5 ft)
South Property Line (Lane)	2.1 m (7.0 ft)

- (b) Projections above ground level are permissible as follows:

<b>Setback</b>	<b>Maximum Setback Reduction</b>
North Property Line (Harold Rd)	0.76 m (2.5 ft)
East Property Line	n/a
West Property Line (Baird Rd)	1.1 m (3.5 ft)
South Property Line (Lane)	0.3 m (1 ft)

**4B87-8 Coverage:**

- (a) Building Coverage shall not exceed 57%.
- (b) Site Coverage shall not exceed 75%.

**4B87-9 Landscaping:**

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

**4B87-10 Parking, Loading and Bicycle Parking Regulations:**

Parking, driveway and loading shall be provided in accordance with Part 10 of the Zoning Bylaw except that:

- (a) Bicycle parking is to be accommodated in private carport and garage. Each carport or garage shall have a minimum of one bike parking space per unit;
- (b) No on-site visitor parking is required; and
- (c) A maximum of 50% of the parking spaces provided are permitted to be small car parking spaces sized in accordance with Part 10 of the Zoning Bylaw."

2.1.3 The Zoning Map is amended in the case of the lands in Schedule A, by rezoning the land outlined and noted on the attached from Single Family Residential 6000 Zone (RS4) to Comprehensive Development 87 Zone (CD87).

**READ** a first time May 4<sup>th</sup>, 2015

**PUBLIC HEARING** held June 2<sup>nd</sup>, 2015

**READ** a second time ~~and DEFEATED on June 15<sup>th</sup>, 2015~~

**READ** a third time

**ADOPTED**

\_\_\_\_\_  
Mayor

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

Certified a true copy

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



Schedule A to Bylaw 8103  
Rezone from RS4 to CD87



RESIDENTIAL SINGLE FAMILY ZONE 4 (RS4) TO  
COMPREHENSIVE DEVELOPMENT ZONE 87 (CD87)

AREA TO BE TRANSFERRED TO DNV



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

**Bylaw 8104**

A bylaw to enter into a Housing Agreement (Rental Protection – 1203-1207 Harold)

---

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

**3. Citation**

This bylaw may be cited as "Housing Agreement Bylaw 8104, 2015".

**4. Authorization to Enter into Agreement**

The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Brody Development (A & C) Ltd. substantially in the form attached to this Bylaw as Schedule "B" with respect to those parts of:

- i. Lot 1 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511  
PID 012-811-475;
- ii. Lot 2 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511  
PID 012-811-491; and
- iii. Lot 3 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511  
PID 012-817-040.

shown outlined in bold and labelled "Site" on the plan attached hereto as Schedule "A".

**5. Execution of Documents**

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

**READ** a first time May 4<sup>th</sup>, 2015

**READ** a second ~~and DEFEATED on June 15<sup>th</sup>, 2015~~

**READ** a third time

**ADOPTED**

---

Mayor

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Municipal Clerk

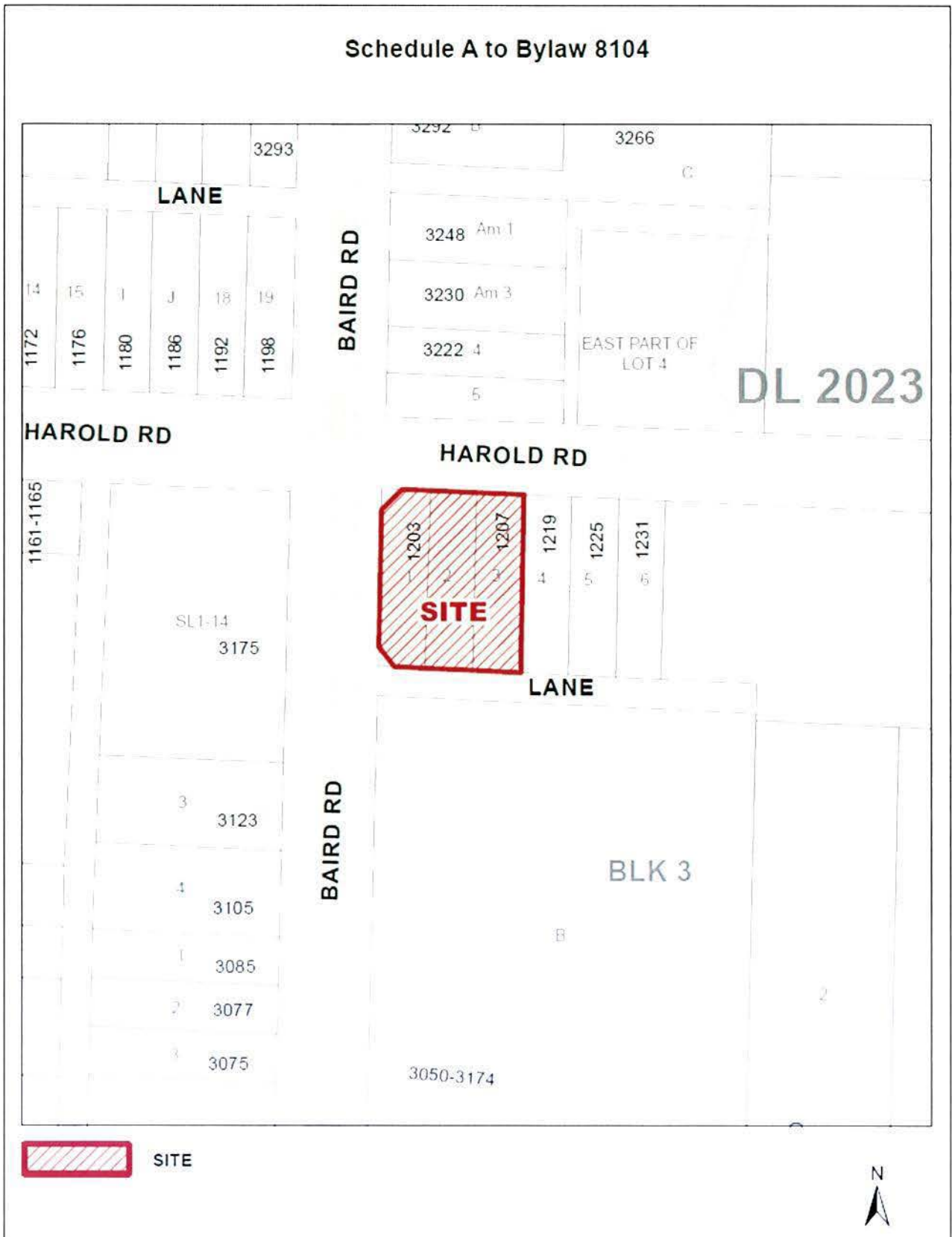


Certified a true copy

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Municipal Clerk

Schedule A to Bylaw 8104



## **Schedule B to Bylaw 8104**

### **SECTION 219 COVENANT (Rental Protection)**

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

BETWEEN:

**BRODY DEVELOPMENT (A & C) LTD.** (Incorporation No. (Incorporation No. BC1033479) a corporation incorporated under the laws of the Province of British Columbia with an office at 1060 14th St W, North Vancouver, BC V7P 3P3

(the "**Owner**")

AND:

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

(the "**District**")

RECITALS:

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

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

#### **1. USE**

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

## 2. DEFINITIONS

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

- 3.01 No Unit in a building in the Proposed Development may be occupied unless the Owner has:
- (a) before the first Unit in the building is offered for sale, or conveyed to a purchaser without being offered for sale, filed with the Superintendent of Real Estate pursuant to the *Strata Property Act* (or any successor or replacement legislation) a Form J Rental Disclosure Statement (the "**Form J**") designating all of the Units in the building as rental strata lots and imposing a minimum 99 year rental period in relation to all of the Units; and
  - (b) given a copy of the Form J to each prospective purchaser of any Unit in the building before the prospective purchaser enters into an agreement to purchase in respect of the Unit. For the purposes of this paragraph 3.01(b), the Owner is deemed to have given a copy of the Form J to each prospective purchaser of any Unit in the building if the Owner has included the Form J as an exhibit to the disclosure statement for the Proposed Development prepared by the Owner pursuant to the *Real Estate Development Marketing Act* (the "**Disclosure Statement**").
- 3.02 The Units constructed on the Land from time to time may always be used to provide rental accommodation as the Owner or a Unit Owner may choose from time to time.
- 3.03 This agreement shall be binding upon all strata corporations created upon the strata title subdivision of the Land pursuant to the *Strata Property Act* or any subdivided parcel of the Land, including the Units.
- 3.04 Any Strata Corporation bylaw which prevents, restricts or abridges the right to use any of the Units as rental accommodations shall have no force or effect.

- 3.05 The Strata Corporation shall not pass any bylaws preventing, restricting or abridging the use of the Land, the Proposed Development or the Units contained therein from time to time as rental accommodation.
- 3.06 No Unit Owner, nor any tenant or mortgagee thereof, shall vote for any strata corporation bylaw purporting to prevent, restrict or abridge the use of the Land, the Proposed Development and the units contained therein from time to time as rental accommodation.
- 3.07 The Owner will provide notice of this Agreement to any person or persons intending to purchase a Unit prior to any such person entering into an agreement of purchase and sale, agreement for sale, or option or similar right to purchase as part of the Disclosure Statement.

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

- 4.01 The Owner shall comply with all requirements of this Agreement at its own cost and expense.
- 4.02 The parties agree that this Agreement creates only contractual obligations and obligations arising out of the nature of this document as a covenant under seal. The parties agree that no tort obligations or liabilities of any kind exist between the parties in connection with the performance of, or any default under or in respect of, this Agreement. The intent of this section is to exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract and under the law pertaining to covenants under seal.
- 4.03 This Agreement shall restrict use of the Land in the manner provided herein notwithstanding any right or permission to the contrary contained in any bylaw of the District.
- 4.04 Forthwith after registration of a strata plan (the "**Strata Plan**") under the *Strata Property Act* (British Columbia) to stratify the building on the Land, or any part thereof, and in any event before the first conveyance of any of the strata lots created by said Strata Plan (the "**Strata Lots**"), the Owner will cause the strata corporation (as hereinafter defined) to assume the Owner's obligations hereunder to the same extent as if the strata corporation had been an original party to this Agreement by executing and delivering to the District an assumption agreement in all material respects in the form attached hereto as Schedule "B". If the Owner fails to comply with this section 4.04, then the Owner will remain liable for the performance of the obligations hereunder notwithstanding the strata subdivision.
- 4.05 The strata corporation shall not enact any bylaw or make any rules or regulations in respect of the Strata Lots or the Land which are inconsistent with this Agreement.
- 4.06 For the purposes of this Agreement "**strata corporation**" means the strata corporation established pursuant to the *Strata Property Act* (British Columbia) upon registration of the Strata Plan to create the Strata Lots.
- 4.07 The covenants herein shall charge the Land pursuant to Section 219 of the *Land Title Act* and shall run with the Land and bind the Land and every part or parts thereto, and shall attach to and run with the Land and each and every part into which the Land may be divided or subdivided, whether by subdivision plan, Strata Plan or otherwise. The covenants set forth herein shall not terminate if and when a purchaser becomes the owner in fee simple of the Land or any part

thereof, but shall charge the whole of the interest of such purchaser and shall continue to run with the Land and bind the Land and all future owners of the Land and any portion thereof, including all Strata Lots thereon. If the Land or any part thereof or any building or buildings on the Land are subdivided by means of a Strata Plan then the obligations of the Owner hereunder will be the obligations of the owners of Strata Lots in accordance with the *Strata Property Act*.

- 4.08 The rights given to the District by this Agreement are permissive only and nothing in this Agreement imposes any duty of any kind of the District to anyone or obliges the District to perform any act or to incur any expense for any of the purposes set out in this Agreement. Where the District is required or permitted by this Agreement to form an opinion, exercise a discretion, make a determination or give its consent, the Owner agrees that the District is under no public law duty of fairness or natural justice in that regard and agrees that the District may do any of those things in the same manner as if it were a private party and not a public body.
- 4.09 The Owner is only liable for breaches of this Agreement caused or contributed to by the Owner or which the Owner permits or allows. The Owner is not liable for the consequences of the requirements of any enactment or law or any order, directive, ruling or government action thereunder. The Owner is liable only for breaches which occur while the Owner is the registered owner of any of the Land and only to the extent that the Owner is the registered owner of any of the Land.
- 4.10 This Agreement does not:
- (a) affect or limit the discretion, rights, duties or powers of the District under any enactment or at common law, including in relation to the use or subdivision of the Land;
  - (b) affect or limit any enactment relating to the use or subdivision of the Land; or
  - (c) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Land.
- 4.11 Nothing in this Agreement affects any obligations of the Owner to pay all property taxes, rates, charges and levies payable under any enactment on or in respect of the Land.
- 4.12 The Owner agrees that this Agreement is intended to be perpetual in order to protect the Land as set out in this Agreement. In view of the importance of protecting the Land for ecological and other reasons, the Owner agrees not to seek a court order modifying, discharging or extinguishing this Agreement under the *Property Law Act* (British Columbia), any successor to that enactment, any other enactment or at common law.
- 4.13 Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted under s.219 of the *Land Title Act* in respect of the Land and this Agreement burdens the Land and runs with it and binds the successors in title to the Land. This Agreement burdens and charges all of the Land and any parcel into which it is subdivided by any means and any parcel into which the Land are consolidated.



- 4.14 The Owner agrees to do everything necessary at the Owner's expense to ensure that this Agreement is registered against title to the Land with priority over all financial charges, liens and encumbrances registered or pending at the time of application for registration of this Agreement
- 4.15 An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
- 4.16 If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 4.17 This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.
- 4.18 By executing and deliver this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.
- 4.19 This Agreement shall not be modified or discharged except in accordance with the provisions of section 219 of the *Land Title Act*.
- 4.20 The Owner shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurance which may be reasonably necessary to give proper effect to the intent of this Agreement.
- 4.21 Time is of the essence of this Agreement.
- 4.22 Whenever the singular or masculine or neuter is used herein, the same shall be construed as including the plural, feminine, and body corporate or politic unless the context requires otherwise.
- 4.23 This Agreement shall be interpreted according to the laws of the Province of British Columbia. Where there is a reference to an enactment of the Province of British Columbia in this Agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia

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

# The Corporation of the District of North Vancouver

## Bylaw 8103

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

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

### 1. Citation

This bylaw may be cited as "District of North Vancouver Rezoning Bylaw 1325 (Bylaw 8103)".

### 2. Amendments

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

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

"Comprehensive Development Zone 87      CD87"

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

**"4B87 Comprehensive Development Zone 87      CD87"**

#### **4B87-1      Intent:**

The purpose of the CD87 Zone is to establish specific land use and development regulations for a seven unit townhouse project.

The CD87 Zone is applied to those parts of:

Lot 1 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511 PID 012-811-475;  
Lot 2 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511 PID 012-811-491; and  
Lot 3 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511 PID 012-817-040.

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

#### **4B87-2      Permitted Uses:**

The following *principal* uses shall be permitted in the Comprehensive Development 87 Zone:



**(a) Uses Permitted Without Conditions:**

- (i) Residential building, multiple family townhouse.

**(b) Conditional Uses:**

Not Applicable.

**4B87-3 Conditions of Use:**

Not Applicable

**4B87-4 Accessory Uses:**

(a) Accessory uses are permitted and may include but are not necessarily limited to:

- (i) Home occupations in accordance with the regulations in Section 405 of the Zoning Bylaw, 1965.

**4B87-5 Density:**

(a) The maximum permitted density in the CD87 Zone is limited to a floor space ratio (FSR) of 0.45, inclusive of any density bonus for energy performance.

(b) For the purposes of calculating floor space ratio, the following areas are excluded:

- (i) Open carports;
- (ii) At grade crawlspaces beneath landings;
- (iii) Specified potential elevator locations on all floors;
- (iv) Roof deck stairs and access areas;
- (v) Grade level waste disposal and recycling room, and electrical room; and
- (vi) Bay window areas.

**4B87-6 Amenities:**

(a) Despite subsection 4B87-5, density in the CD87 Zone is increased to a maximum floor space of 1372 sq metres (14,764 sq ft), inclusive of any density bonus for energy performance, if the owner:

1. Enters into a Housing Agreement prohibiting any restrictions preventing the owners in the project from renting their units; and
2. Contributes \$55,016 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 or other public realm

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

**4B87-6 Height:**

The maximum permitted height is 12.2 m (40.0 ft).

**4B87-7 Setbacks:**

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

<b>Setback</b>	<b>Buildings (Min Setback)</b>
North Property Line (Harold Rd)	3.0 m (10.0 ft)
East Property Line	1.5 m (5.0 ft)
West Property Line (Baird Rd)	2.6 m (8.5 ft)
South Property Line (Lane)	2.1 m (7.0 ft)

- (b) Projections above ground level are permissible as follows:

<b>Setback</b>	<b>Maximum Setback Reduction</b>
North Property Line (Harold Rd)	0.76 m (2.5 ft)
East Property Line	n/a
West Property Line (Baird Rd)	1.1 m (3.5 ft)
South Property Line (Lane)	0.3 m (1 ft)

**4B87-8 Coverage:**

- (a) Building Coverage shall not exceed 57%.
- (b) Site Coverage shall not exceed 75%.

**4B87-9 Landscaping:**

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

**4B87-10 Parking, Loading and Bicycle Parking Regulations:**

Parking, driveway and loading shall be provided in accordance with Part 10 of the Zoning Bylaw except that:

- (a) Bicycle parking is to be accommodated in private carport and garage. Each carport or garage shall have a minimum of one bike parking space per unit;
- (b) No on-site visitor parking is required; and
- (c) A maximum of 50% of the parking spaces provided are permitted to be small car parking spaces sized in accordance with Part 10 of the Zoning Bylaw."

2.1.3 The Zoning Map is amended in the case of the lands in Schedule A, by rezoning the land outlined and noted on the attached from Single Family Residential 6000 Zone (RS4) to Comprehensive Development 87 Zone (CD87).

**READ** a first time May 4<sup>th</sup>, 2015

**PUBLIC HEARING** held June 2<sup>nd</sup>, 2015

**READ** a second time

**READ** a third time

**ADOPTED**

\_\_\_\_\_  
Mayor

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

Certified a true copy

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

Schedule A to Bylaw 8103  
Rezone from RS4 to CD87



RESIDENTIAL SINGLE FAMILY ZONE 4 (RS4) TO  
COMPREHENSIVE DEVELOPMENT ZONE 87 (CD87)



AREA TO BE TRANSFERRED TO DNV



**The Corporation of the District of North Vancouver****Bylaw 8104**

A bylaw to enter into a Housing Agreement (Rental Protection – 1203-1207 Harold)

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

**1. Citation**

This bylaw may be cited as "Housing Agreement Bylaw 8104, 2015".

**2. Authorization to Enter into Agreement**

The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Brody Development (A & C) Ltd. substantially in the form attached to this Bylaw as Schedule "B" with respect to those parts of:

- i. Lot 1 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511  
PID 012-811-475;
- ii. Lot 2 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511  
PID 012-811-491; and
- iii. Lot 3 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511  
PID 012-817-040.

shown outlined in bold and labelled "Site" on the plan attached hereto as Schedule "A".

**3. Execution of Documents**

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

**READ** a first time May 4<sup>th</sup>, 2015

**READ** a second time

**READ** a third time

**ADOPTED**

---

Mayor

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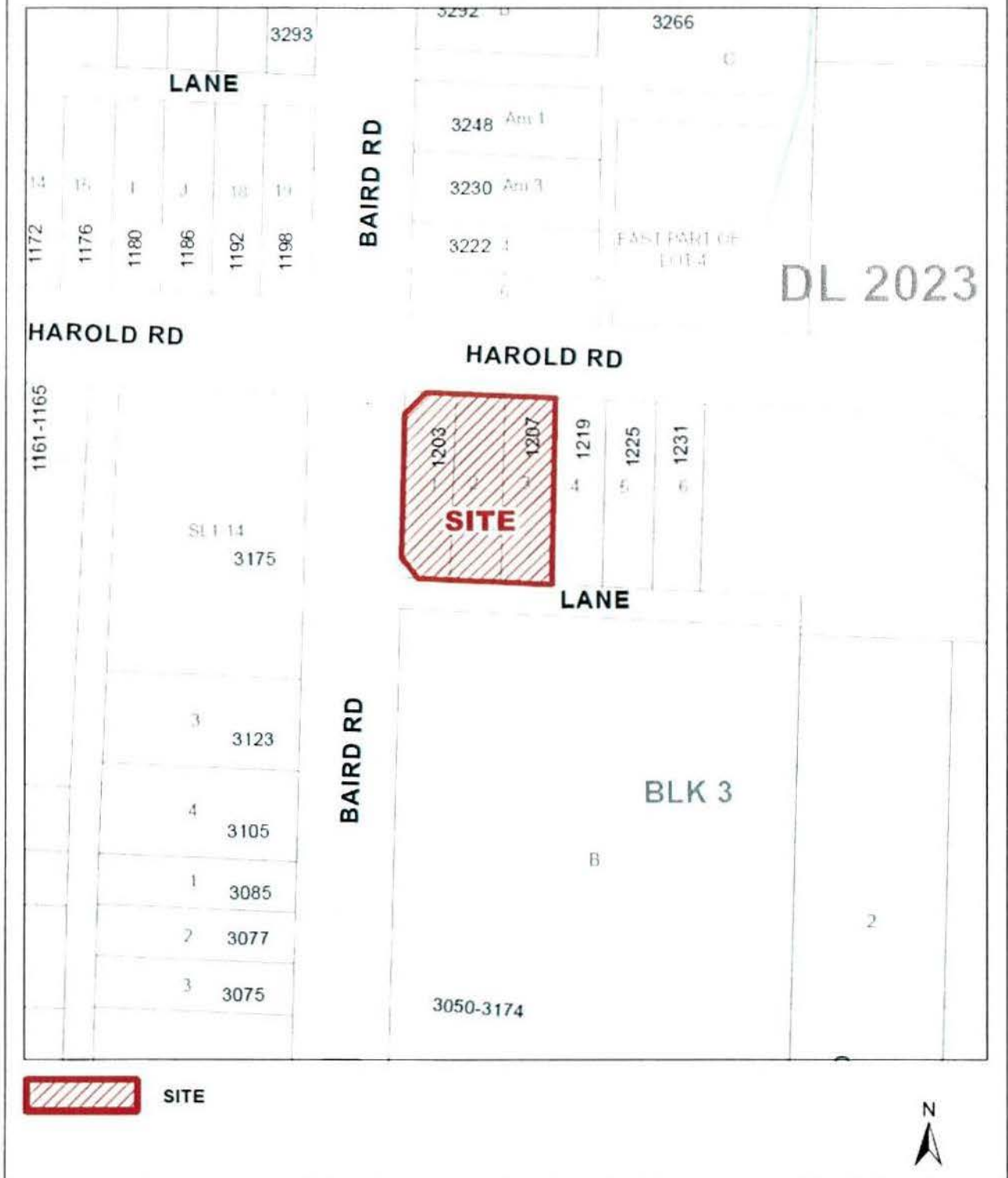
Municipal Clerk

Certified a true copy

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Municipal Clerk

Schedule A to Bylaw 8104



## Schedule B to Bylaw 8104

### SECTION 219 COVENANT (Rental Protection)

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

BETWEEN:

**BRODY DEVELOPMENT (A & C) LTD.** (Incorporation No. BC1033479) a corporation incorporated under the laws of the Province of British Columbia with an office at 1060 14th St W, North Vancouver, BC V7P 3P3

(the "**Owner**")

AND:

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

(the "**District**")

RECITALS:

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

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

#### **1. USE**

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



## 2. DEFINITIONS

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

## 3. RENTAL ACCOMODATION

- 3.01 No Unit in a building in the Proposed Development may be occupied unless the Owner has:
- (a) before the first Unit in the building is offered for sale, or conveyed to a purchaser without being offered for sale, filed with the Superintendent of Real Estate pursuant to the *Strata Property Act* (or any successor or replacement legislation) a Form J Rental Disclosure Statement (the "**Form J**") designating all of the Units in the building as rental strata lots and imposing a minimum 99 year rental period in relation to all of the Units; and
  - (b) given a copy of the Form J to each prospective purchaser of any Unit in the building before the prospective purchaser enters into an agreement to purchase in respect of the Unit. For the purposes of this paragraph 3.01(b), the Owner is deemed to have given a copy of the Form J to each prospective purchaser of any Unit in the building if the Owner has included the Form J as an exhibit to the disclosure statement for the Proposed Development prepared by the Owner pursuant to the *Real Estate Development Marketing Act* (the "**Disclosure Statement**").
- 3.02 The Units constructed on the Land from time to time may always be used to provide rental accommodation as the Owner or a Unit Owner may choose from time to time.
- 3.03 This agreement shall be binding upon all strata corporations created upon the strata title subdivision of the Land pursuant to the *Strata Property Act* or any subdivided parcel of the Land, including the Units.
- 3.04 Any Strata Corporation bylaw which prevents, restricts or abridges the right to use any of the Units as rental accommodations shall have no force or effect.

- 3.05 The Strata Corporation shall not pass any bylaws preventing, restricting or abridging the use of the Land, the Proposed Development or the Units contained therein from time to time as rental accommodation.
- 3.06 No Unit Owner, nor any tenant or mortgagee thereof, shall vote for any strata corporation bylaw purporting to prevent, restrict or abridge the use of the Land, the Proposed Development and the units contained therein from time to time as rental accommodation.
- 3.07 The Owner will provide notice of this Agreement to any person or persons intending to purchase a Unit prior to any such person entering into an agreement of purchase and sale, agreement for sale, or option or similar right to purchase as part of the Disclosure Statement.

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

- 4.01 The Owner shall comply with all requirements of this Agreement at its own cost and expense.
- 4.02 The parties agree that this Agreement creates only contractual obligations and obligations arising out of the nature of this document as a covenant under seal. The parties agree that no tort obligations or liabilities of any kind exist between the parties in connection with the performance of, or any default under or in respect of, this Agreement. The intent of this section is to exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract and under the law pertaining to covenants under seal.
- 4.03 This Agreement shall restrict use of the Land in the manner provided herein notwithstanding any right or permission to the contrary contained in any bylaw of the District.
- 4.04 Forthwith after registration of a strata plan (the "**Strata Plan**") under the *Strata Property Act* (British Columbia) to stratify the building on the Land, or any part thereof, and in any event before the first conveyance of any of the strata lots created by said Strata Plan (the "**Strata Lots**"), the Owner will cause the strata corporation (as hereinafter defined) to assume the Owner's obligations hereunder to the same extent as if the strata corporation had been an original party to this Agreement by executing and delivering to the District an assumption agreement in all material respects in the form attached hereto as Schedule "B". If the Owner fails to comply with this section 4.04, then the Owner will remain liable for the performance of the obligations hereunder notwithstanding the strata subdivision.
- 4.05 The strata corporation shall not enact any bylaw or make any rules or regulations in respect of the Strata Lots or the Land which are inconsistent with this Agreement.
- 4.06 For the purposes of this Agreement "**strata corporation**" means the strata corporation established pursuant to the *Strata Property Act* (British Columbia) upon registration of the Strata Plan to create the Strata Lots.
- 4.07 The covenants herein shall charge the Land pursuant to Section 219 of the *Land Title Act* and shall run with the Land and bind the Land and every part or parts thereto, and shall attach to and run with the Land and each and every part into which the Land may be divided

or subdivided, whether by subdivision plan, Strata Plan or otherwise. The covenants set forth herein shall not terminate if and when a purchaser becomes the owner in fee simple of the Land or any part thereof, but shall charge the whole of the interest of such purchaser and shall continue to run with the Land and bind the Land and all future owners of the Land and any portion thereof, including all Strata Lots thereon. If the Land or any part thereof or any building or buildings on the Land are subdivided by means of a Strata Plan then the obligations of the Owner hereunder will be the obligations of the owners of Strata Lots in accordance with the *Strata Property Act*.

- 4.08 The rights given to the District by this Agreement are permissive only and nothing in this Agreement imposes any duty of any kind of the District to anyone or obliges the District to perform any act or to incur any expense for any of the purposes set out in this Agreement. Where the District is required or permitted by this Agreement to form an opinion, exercise a discretion, make a determination or give its consent, the Owner agrees that the District is under no public law duty of fairness or natural justice in that regard and agrees that the District may do any of those things in the same manner as if it were a private party and not a public body.
- 4.09 The Owner is only liable for breaches of this Agreement caused or contributed to by the Owner or which the Owner permits or allows. The Owner is not liable for the consequences of the requirements of any enactment or law or any order, directive, ruling or government action thereunder. The Owner is liable only for breaches which occur while the Owner is the registered owner of any of the Land and only to the extent that the Owner is the registered owner of any of the Land.
- 4.10 This Agreement does not:
- (a) affect or limit the discretion, rights, duties or powers of the District under any enactment or at common law, including in relation to the use or subdivision of the Land;
  - (b) affect or limit any enactment relating to the use or subdivision of the Land; or
  - (c) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Land.
- 4.11 Nothing in this Agreement affects any obligations of the Owner to pay all property taxes, rates, charges and levies payable under any enactment on or in respect of the Land.
- 4.12 The Owner agrees that this Agreement is intended to be perpetual in order to protect the Land as set out in this Agreement. In view of the importance of protecting the Land for ecological and other reasons, the Owner agrees not to seek a court order modifying, discharging or extinguishing this Agreement under the *Property Law Act* (British Columbia), any successor to that enactment, any other enactment or at common law.
- 4.13 Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted under s.219 of the *Land Title Act* in respect of the Land and this Agreement burdens the Land and runs with it and binds the successors in title to the Land. This Agreement burdens and charges all of the Land and any parcel into which it is subdivided by any means and any parcel into which the Land are consolidated.

- 4.14 The Owner agrees to do everything necessary at the Owner's expense to ensure that this Agreement is registered against title to the Land with priority over all financial charges, liens and encumbrances registered or pending at the time of application for registration of this Agreement
- 4.15 An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
- 4.16 If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 4.17 This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.
- 4.18 By executing and deliver this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.
- 4.19 This Agreement shall not be modified or discharged except in accordance with the provisions of section 219 of the *Land Title Act*.
- 4.20 The Owner shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurance which may be reasonably necessary to give proper effect to the intent of this Agreement.
- 4.21 Time is of the essence of this Agreement.
- 4.22 Whenever the singular or masculine or neuter is used herein, the same shall be construed as including the plural, feminine, and body corporate or politic unless the context requires otherwise.
- 4.23 This Agreement shall be interpreted according to the laws of the Province of British Columbia. Where there is a reference to an enactment of the Province of British Columbia in this Agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia

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

- END OF DOCUMENT -

**DISTRICT OF NORTH VANCOUVER  
PUBLIC HEARING**

REPORT of the Public Hearing held in the Council Chambers of the Municipal Hall, 355 West Queens Road, North Vancouver, B.C. on Tuesday, June 2, 2015 commencing at 7 00 p.m.

**Present:** Acting Mayor R. Bassam  
Councillor M. Bond  
Councillor J. Hanson  
Councillor R. Hicks  
Councillor D. MacKay-Dunn

**Absent:** Mayor R. Walton  
Councillor L. Muri

**Staff:** Ms. J. Paton, Manager – Development Planning  
Ms. L. Brick, Deputy Municipal Clerk  
Ms. C. Archer, Confidential Council Clerk  
Ms. L. Arishenkoff, Planner

**The District of North Vancouver Rezoning Bylaw 1325 (Bylaw 8103)**

*Purpose of Bylaw:*

Bylaw 8103 proposes to amend the Zoning Bylaw by rezoning 1203-1207 Harold Road from Single-Family Residential 6000 Zone (RS4) to Comprehensive Development 87 (CD87) to allow the development of an 8 unit townhouse project.

**1. OPENING BY THE MAYOR**

Acting Mayor Bassam welcomed everyone and advised that the purpose of the Public Hearing was to receive input from the community and staff on the proposed bylaw as outlined in the Notice of Public Hearing.

In the Chair's preamble he addressed the following:

- All persons who believe that their interest in property is affected by the proposed bylaw will be afforded a reasonable opportunity to be heard and to present written submissions;
- Use the established speakers list. At the end of the speakers list, the Chair may call on speakers from the audience;
- You will have 5 minutes to address Council for a first time. Begin your remarks to Council by stating your name and address;
- After everyone who wishes to speak has spoken once, speakers will then be allowed one additional five minute presentation;
- Any additional presentations will only be allowed at the discretion of the Chair;
- All members of the audience are asked to refrain from applause or other expressions of emotion. Council wishes to hear everyone's views in an open and impartial forum;
- Council is here to listen to the public, not to debate the merits of the bylaw.



- The Clerk has a binder containing documents and submissions related to this bylaw which Council has received and which you are welcome to review;
- Everyone at the Hearing will be provided an opportunity to speak. If necessary, we will continue the Hearing on a second night;
- At the conclusion of the public input Council may request further information from staff which may or may not require an extension of the hearing, or Council may close the hearing after which Council should not receive further new information from the public; and,
- That this Public Hearing is being streamed live over the internet and recorded in accordance with the Freedom of Information and Protection of Privacy Act

## 2. INTRODUCTION OF BYLAW BY CLERK

Ms. Linda Brick, Deputy Municipal Clerk, introduced the proposed bylaw stating that:

Bylaw 8103 proposes to amend the Zoning Bylaw by rezoning 1203-1207 Harold Road from Single-Family Residential 6000 Zone (RS4) to Comprehensive Development 87 (CD87) to allow the development of an 8 unit townhouse project.

## 3. PRESENTATION BY STAFF

Ms. Lilian Arishenkoff, Planner, provided an overview of the proposal elaborating on the Clerk's introduction.

Ms. Arishenkoff advised that:

- The site is in the Lynn Valley Town Centre and is comprised of three single family lots with two houses currently on them;
- Adjacent property uses are single-family to the east and north, townhouses to the west and multifamily (RM3) to the south;
- Three lots are designated Residential Level 4 (transitional multifamily up to 1.2FSR) in the Official Community Plan;
- The site is governed by the flexible planning framework that was adopted in 2013;
- The framework allows for a building height of between two and three storeys on the subject site;
- Proposal is for rezoning to Comprehensive Development Zone 87 (CD87);
- Vehicle access is from Baird Road through an existing open rear lane into a central auto courtyard;
- In the context of the flexible planning framework, the proposal provides a 1.25 metre dedication at the east end of the site;
- When the three single family lots further east develop in the future, a similar dedication will be required, at which time, the two dedications will be consolidated to create a 2.5 metre pedestrian greenway which will connect the existing pathway along Hastings Creek southward through the future redevelopment of Draycott Gardens and ultimately to Ross Road;
- The proposal provides for 16 parking stalls onsite at a ratio of two per unit;
- Bike parking will be provided;
- A facilitated Public Information Meeting was held on December 11, 2014 with 15 people in attendance;
- In response to feedback from the meeting, the applicant included a sidewalk on the west and north side of the project,

- The applicant will be providing an amenity contribution of approximately \$55,000 and approximately \$73,000 in Development Cost Charges;
- The District reviewed the application with a variety of District tools, including the Official Community Plan, Flexible Planning Framework, Green Building Policy, a review by the Advisory Design Panel, guidelines for adaptable design and the Strata Rental Protection Policy;
- It is noted that 50% of the units have an adaptable design which enables the addition of an elevator;
- Housing Agreement Bylaw 8104 will ensure that future strata bylaws do not prevent owners from renting out their units;
- The applicant will work with the District to develop a comprehensive Construction Traffic Management Plan which is a requirement of the Development Permit, and,
- The design of this project is a continuation of the infill projects that have been built to the west of the site.

#### **4. PRESENTATION BY APPLICANT**

##### **4.1 Mr. Mike Brody, Brody Development:**

Mr. Brody advised that:

- The number of units in the original application had been reduced and were made ground-oriented units in response to feedback from the community;
- The development is targeted to empty-nesters, with larger units and high quality design elements; and,
- He is available to answer any questions.

##### **4.2 Mr. Duane Siegrist, Integra Architecture Inc.:**

Mr. Siegrist highlighted that:

- Attention has been paid to access to light in all liveable spaces;
- The area is walkable, connecting to amenities in Lynn Valley;
- Lane access is being maintained;
- The auto courtyard will be gated for resident privacy;
- The development achieves a West Coast appearance through the use of stone and wood;
- Roof decks will increase livability and offer more outdoor space; and,
- The adaptable design includes an elevator option for some units to allow for aging in place.

#### **5. REPRESENTATIONS FROM THE PUBLIC**

##### **5.1. Ms. Laurie Townsend, 1200 Block Harold Road:**

**COMMENTING**

- Expressed mixed feelings about proposal;
- Asked if the perimeter line marking the transition between single-family and multi-family use could be changed;
- Noted that duplexes and triplexes further west in the buffer zone between single family houses and higher density townhouses have the look and feel of single-family homes and suggested rezoning to allow for these multi-family uses instead of townhomes; and,

- Suggested that three houses could be built with basement suites to provide six families with housing as another alternative.

**5.2. Mr. Robert Gelling, 3300 Block Fromme Road: OPPOSED**

- Spoke in opposition to the proposed development, and,
- Opined that there is too much development in Lynn Valley

**5.3. Mr. David Warawa, 1200 Block Harold Road: OPPOSED**

- Remarked that in the last five or six years there has been an erosion of the area's reputation as being a friendly, open place,
- Commented on the increasingly crowded roadways, grocery stores, parks and other places; and,
- Suggested delaying the proposed development so that the nearby Marcon development could be completed before construction begins.

**5.4. Mr. Michael Elwood, 1100 Block Harold Road: COMMENTING**

- Commented that there is no street parking available, and,
- Noted he is not opposed to development.

**5.5. Ms. Barbara Marshall, 3200 Block Baird Road: COMMENTING**

- Remarked that finding parking on Baird Road and Harold Road is difficult,
- Queried if there will be any visitor parking in the proposed development; and,
- Requested that the residential parking issues on Baird and Harold Roads be addressed.

**5.6. Mr. Brady Fleguel, 1200 Block Harold: COMMENTING**

- Expressed concern with parking issues in the area;
- Remarked that there is no sidewalk on this street and noted when street parking is full it creates a safety hazard for pedestrians;
- Queried if the building height requires a variance; and,
- Commented that duplexes or triplexes would be a better transition from single-family to multi-family housing.

**5.7. Dr. Corrie Kost, 2800 Block Colwood Drive: COMMENTING**

- Asked about the proposed FSR;
- Queried if there had been any public input received; and,
- Suggested including visitor parking.

The meeting recessed at 7:44 and resumed at 7:55 pm.

**6. QUESTIONS FROM COUNCIL**

In response to a question from Council regarding the BuiltGreen standard, staff advised that BuiltGreen Gold will be required and the applicant's proposal voluntarily exceeds the requirement with Built Green Platinum. Staff noted that no additional floor space will be allowed as a result.

In response to a question from Council about the greenway, staff advised that there is a walkway connecting to the autocourt on the east side on the property and will remain on the property that will be available to the residents of the development. Staff clarified that



the creation of the greenway is contingent on future development to the east, where a further dedication would be taken to achieve the pedestrian pathway

In response to a question from Council about the number of adaptable units, staff advised that four of the eight units will have closets stacked and sized for elevator installation in the future if required

In response to a question from Council about the sidewalk design and if there is a pedestrian strategy, staff advised that a new sidewalk would be constructed on the east side of Baird Road in front of the development

In response to questions from Council about parking, staff advised that:

- Two stalls will be provided per unit with no onsite visitor parking;
- There are two tandem stalls;
- Not all the stalls are in enclosed garages; and,
- Staff and the applicant will review the possibility of creating one drive-through parking stall.

In response to a question from Council about a partial fourth floor, staff advised that a set of stairs and a small landing will provide access to the rooftop deck.

Council inquired about the changes that had been requested by the Advisory Design Panel. Staff advised that in response to issues raised by the Panel, the applicant revised the design as follows:

- Changed the proposal from garages only to a combination of garages and carports;
- Made adjustments to the design of the autocourt and gating to ensure adequate turning radius; and,
- Introduced a greater variety of windows, timber screens, stone base, two colours of wall panels and a bay window on the east elevation.

Staff further advised that the Panel had requested a review of the following items, resulting in no changes to the proposal:

- Window transparency on the west elevation to ensure the building materials would show; and,
- Handicapped parking.

In response to a question from Council about the number of units in the preliminary application, staff advised that the applicant had presented an application for an apartment building and a townhome option. The apartment option was not well received by the community. There were 14 units in the original application.

In response to a question from Council regarding the FSR, staff advised that the FSR under the density bonus bylaw is 1.2. The base FSR is .45 with an increase to the greater FSR with the payment of Community Amenity Contributions.

## **5. REPRESENTATIONS FROM THE PUBLIC, continued**

- 5.8. Mr. Bill Harrison, 300 Block East 9<sup>th</sup> Avenue, Vancouver:** **IN SUPPORT**
- Advised that he is the landscape architect on the project;

- Commented that the project is well-designed in form and character, is tied into the street, community-oriented and attractive, and
- Stated that the development will attract a more diverse demographic to Lynn Valley

**5.9. Ms. Ursula Warawa, 1200 Block Harold Road: OPPOSED**

- Expressed concern about traffic, garbage and the lack of parking,
- Requested clarification on the notification area for the project,
- Noted there is already a large impact on the community from existing projects, and
- Commented that there is too much development in the area

Staff advised that a 75m radius is required by the District's Public Notification Policy as well as a large sign placed on the property and two ads in the North Shore News

**5.10. Ms. Laurie Townsend: SPEAKING A SECOND TIME**

- Requested clarification on changes to the property line being planned and who would be responsible for maintenance of the dedicated portion of land

Staff advised that there will be an interim maintenance agreement placed on the title of the property, which will be the responsibility of the strata.

**5.11. Dr. Corrie Kost: SPEAKING A SECOND TIME**

- Asked if there had been shadow studies;
- Commented that the developer does excellent work; and
- Asked about the approximate price range for the units.

**5.12. Mr. Don Harger, 1200 Block Harold Road: COMMENTING**

- Commented favourably on the modern feel of the design; and,
- Expressed concern that sundecks will overlook his back yard.

The applicant advised that overlook is considered in the design of decks. Decks are set back from the roof edge to reduce overlook and that guardrails can be made opaque.

**5.13. Ms. Ursula Warawa, 1200 Block Harold Road: SPEAKING A SECOND TIME**

- Expressed concern about the lane being blocked during construction.

In response to Council's request for clarification, staff advised that laneways are covered by Highway Use Permits. If the developer wants to close the lane during construction, it must be in the required Construction Management Plan.

**5.14. Ms. Dianne Wood, 3800 Block Sauve Place: COMMENTING**

- Expressed concern about the number of developments in Lynn Valley and the impact on the community;
- Remarked that schools are full and using portables; and,
- Noted that traffic is getting worse.

7. COUNCIL RESOLUTION

MOVED by Councillor MACKAY-DUNN


SECONDED by Councillor HICKS

THAT the June 2, 2015 Public Hearing be closed,

AND THAT "The District of North Vancouver Rezoning Bylaw 1325 (Bylaw 8103)" be returned to Council for further consideration

CARRIED  
(8:27 p.m.)


CERTIFIED CORRECT:

  
Confidential Council Clerk

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AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>May 4, 2015</u>
<input type="checkbox"/> Workshop (open to public)	Date: _____

  
Dept.  
Manager

  
GM/  
Director

  
CAO

## The District of North Vancouver REPORT TO COUNCIL

April 23, 2015  
File: 3060.20/030.14

**AUTHOR:** Lilian Arishenkoff, Community Planner

**SUBJECT:** BYLAWS 8103 AND 8104: REZONING AND HOUSING AGREEMENT FOR AN 8 UNIT TOWNHOUSE PROJECT: 1203 AND 1207 HAROLD ROAD

**RECOMMENDATIONS:** It is recommended that:

1. Bylaw 8103, which rezones the subject site from Residential Single Family 7200 Zone (RS4) to Comprehensive Development 87 (CD87) to enable the development of an 8 unit residential townhouse project, be given First Reading;
2. Bylaw 8104, which authorizes a Housing Agreement to prevent future rental restrictions, be given First Reading; and
3. Bylaw 8103 be referred to a Public Hearing.

### REASON FOR REPORT:

The proposed project requires Council's consideration of:

- Bylaw 8103 to rezone the subject properties; and
- Bylaw 8104 to authorize entry into a Housing Agreement to ensure that future owners are not prevented from renting their units.

### SUMMARY:

The applicant, Integra Architecture Inc. proposes to redevelop 3 single family lots located at 1203 – 1207 Harold Road for an 8 unit townhouse project. The proposal requires rezoning and issuance of a development permit. The proposal complies with the Official Community Plan (OCP) designation, the bylaws supporting the project are recommended for introduction and the Comprehensive Development 87 zone is recommended for referral to a Public Hearing.





**SUBJECT: BYLAWS 8103 AND 8104: REZONING AND HOUSING AGREEMENT FOR AN 8 UNIT TOWNHOUSE PROJECT: 1203 – 1207 HAROLD ROAD**

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**BACKGROUND:**

Official Community Plan

The subject properties are designated as *Residential Level 4: Transitional Multifamily* in the OCP, which envisions a mix of townhouse and apartment multifamily housing up to approximately 1.2 FSR. The density of the proposal is 1.2 FSR and therefore compliant with the Official Community Plan.

The proposed townhouse units are evenly split with four 3 bedroom units and four 2 bedroom units. The mix of units responds to Goal #2 of the OCP to “encourage and enable a diverse mix of housing types...to accommodate the lifestyles and needs of people at all stages of life.”

The Lynn Valley Flexible Planning Framework designates this site with a 2-3 storey building height. The proposed height is three storeys which is in compliance with the Flexible Planning Framework.

Zoning:

The subject properties are zoned Single Family Residential 6000 Zone (RS4) and therefore rezoning is required to permit this multi-family project. Bylaw 8103 proposes the establishment of a new Comprehensive Development Zone 87 (CD87) tailored specifically to this project (Attachment A).

Development Permit

The subject lots are designated as Development Permit Areas for the following purposes:

- Form and Character of Multi-Family Development (Ground-Oriented Housing); and
- Energy and Water Conservation and Greenhouse Gas Emission Reductions.

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





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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 5 or more residential units. The policy requires a Housing Agreement to ensure that future strata bylaws do not prevent owners from renting their units. Bylaw 8104 is provided to implement this policy and to ensure that the condominium units will not be subject to any future strata corporation rental restrictions (See Attachment B).

**ANALYSIS**

**The Site and Surrounding Area:**

The site consists of 3 single family lots currently developed with two houses on the Harold Road cul-de-sac. Adjacent uses consist of single family lots (zoned RS-4) to the east and north, existing townhouses to the west and multifamily residential (zoned RM3) to the south.



The OCP designates the surrounding area as:

- Residential Level 4: Transitional Multifamily to the east;
- Residential Level 2: Detached Residential to the north;
- Residential Level 3: Attached Residential to the west; and
- Residential Level 5: Low Density Apartment to the south.

**Project Description:**

Site Plan/Building Description:

The project consists of 8 townhouses in one building arranged around an interior auto courtyard as illustrated on the Site Plan.





April 23, 2015

On the east side of the property, the applicants will dedicate a 1.25m strip of land that will be consolidated with a future similar dedication from the remaining three properties to the east along Harold Rd once they redevelop. This future 2.5m pathway will be located at the easternmost section of the Harold Road cul-de-sac in compliance with the Lynn Valley Town Centre section of the OCP Schedule A.

### Parking

Vehicle access to the site is off the rear lane. The proposal is to provide 16 parking stalls at 2 spaces per unit. Individual parking in each unit is either in a side by side or tandem arrangement with 2 of the stalls being tandem and there are 8 small car stalls. While there are no visitor parking spaces onsite, the proposal provides more than the required 1.6 parking spaces per unit (townhouse and visitor combined) for this Lynn Valley Town Centre location.

## Landscaping

The landscaping is concentrated at the perimeter of the site, including plantings and hedges. Along Harold Street in front of the units there are a series of rain gardens and one bench. The landscape architect has also included two green walls and trellises that separate the project from the property to the east. In addition, the auto court will be made out of permeable pavers.







East Elevation– Baird Road

### Accessible Units

In response to the District's "Accessible Design Policy for Multi-Family Housing", the project includes four units where the possibility of future elevator installation has been designed into the units by lining up closets on each floor, creating a future potential elevator shaft. Accessible access to these units would be from the ground level internal autocourt. As required within the accessible design policy, there are certain basic accessible design elements that must be incorporated into the design for each unit (where feasible). At the development permit stage, the developer will be required to submit an "Accessible Multi-Family Housing Design Checklist" which identifies how the entire development attains the requirements of the policy.

### **GREEN BUILDING MEASURES:**

Compliance with the Green Building Strategy is mandatory given the need for rezoning and the project is targeting an energy performance rating of Energuide 80 and will achieve a building performance equivalent to Built Green™ 'Gold'.

### **IMPLEMENTATION:**

Implementation of this project will require consideration of a rezoning bylaw, Bylaw 8103, and a Housing Agreement Bylaw, Bylaw 8104, as well as issuance of a development permit and registration of legal agreements.

Bylaw 8103 (Attachment A) rezones the subject properties from Single Family Residential 6000 Zone (RS4) to a new Comprehensive Development 87 Zone (CD87) which:

**SUBJECT: BYLAWS 8103 AND 8104: REZONING AND HOUSING AGREEMENT FOR  
AN 8 UNIT TOWNHOUSE PROJECT: 1203 – 1207 HAROLD ROAD**

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- establishes the multi-family residential use;
- allows home occupations as an accessory use;
- establishes a maximum density FSR (Floor Space Ratio) of 1.2 subject to payment of a **\$55,016.20 CAC** and entering into a housing agreement to restrict future strata rental restrictions;
- establishes setback, height, building coverage and site coverage regulations;
- incorporates acoustic requirements; and
- establishes parking regulations specific to this project.

Bylaw 8104, (Attachment B) authorizes the District to enter into a Housing Agreement to ensure that the proposed units remain available as rental units.

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

- a green building covenant;
- a stormwater management covenant;
- a lot consolidation that shows the required dedications, including the 1.25m parcel; and
- Section 219 Covenant to address the interim maintenance of the 1.25m parcel.

**COMMUNITY AMENITY CONTRIBUTION:**

The District's Community Amenity Contribution (CAC) Policy requires an amenity contribution for projects including an increase in residential density. In this case, a CAC of \$55,016.20 has been calculated and this amount is included in the proposed CD87 Zone. The CD87 Zone allows the CACs from this development to be used toward public art, park, trail, environmental or other public realm improvements; municipal or recreation service or facility improvements and/or the affordable housing fund.

**PUBLIC INPUT:**

Public Information Meeting

The applicant held a facilitated a public information meeting on December 11, 2014. This meeting was attended by approximately 15 residents. Several letters were also received.

The comments focused primarily on the landscaping proposed, building materials to be used, anticipated traffic and how the increase in demand for parking will be addressed in the area. Several letters were also received from the public with additional comments regarding construction traffic management and the safety of children walking to school.

The applicant is required to provide construction management which addresses the issues raised and includes a communications plan for the neighbourhood. Onsite parking exceeds the 1.6 stalls per unit envisioned in the parking strategy for Centres. New sidewalks adjacent to the site will improve existing pedestrian conditions.



## **CONSTRUCTION MANAGEMENT PLAN:**

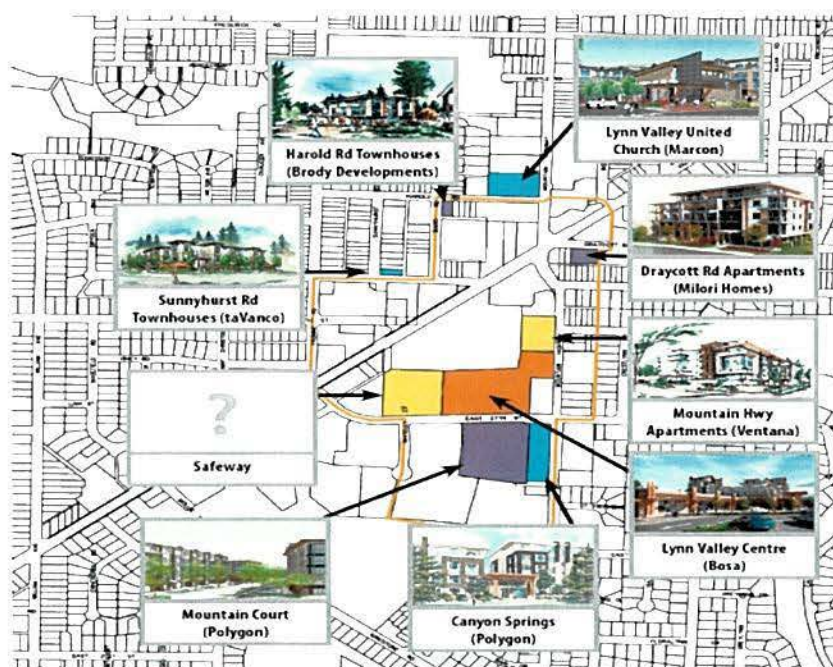
In order to reduce development's impact on pedestrian and vehicular movements, the developer will be required to provide a "Construction Traffic Management Plan" as a condition of a Development Permit. The Construction Traffic Management Plan must minimize construction impacts on pedestrian movement and vehicular traffic along Harold Rd, Baird Road, Mountain Highway and the surrounding streets. The plan is required to be approved by the District prior to issuance of a Building Permit.

In particular, the Construction Traffic Management Plan must:

1. Limit sidewalk closures to those necessary for sidewalk upgrades along Harold Rd and Baird Rd. and include measures to reduce any impacts to traffic and pedestrians;
2. Outline roadway efficiencies (ie. location of traffic management signs and flaggers);
3. Provide a point of contact for all calls and concerns;
4. Provide a sequence and schedule of construction activities;
5. Identify methods of sharing construction schedule information with other developments in the area;
6. Define locations for truck marshalling and trade vehicle parking which are acceptable to the District and minimize impacts to neighbourhoods; and
7. Include a communication plan to notify surrounding businesses and residents.

As noted in the diagram below, the subject site is shown in relation to other residential construction projects and potential development projects in the immediate area. While the Construction Traffic Management Plan needs to take into consideration each of these

### **Lynn Valley Town Centre**



**SUBJECT: BYLAWS 8103 AND 8104: REZONING AND HOUSING AGREEMENT FOR  
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projects, the closest two, the townhomes at Sunnyhurst and Ross Road and the Lynn Valley United Church apartment project will be well under construction by the time construction starts on the subject site.

Advisory Design Panel

The application was considered by the Advisory Design Panel on October 9, 2014 and the panel recommended approval of the project subject to some detailed refinements. The applicant has modified their plans appropriately to the satisfaction of staff.

**CONCURRENCE:**

Staff

The project has been reviewed by Building, Environment, Parks, Engineering, Policy Planning, Urban Design, Transportation Planning, Real Estate and Properties, Legal, Fire Department and Arts Office staff. Staff has made recommendations, throughout the development review process, to enhance the proposed development and to address specific concerns to their satisfaction.

**CONCLUSION:**

This rezoning proposal for 8 townhouse units is in conformity with the Official Community Plan, the Flexible Planning Framework for Lynn Valley Town Centre, and applicable development permit guidelines. Bylaws 8103 and 8104 are ready for Council's consideration.

**Options:**

The following options are available Council's consideration:

- 1) Introduce Bylaws 8103 and 8104 and refer Bylaw 8103 to a Public Hearing (staff recommendation); or
- 2) Defeat Bylaw 8103 and 8104 at First Reading.



Lilian Arishenkoff  
Community Planner

**Attachments:**

- A – Bylaw 8103
- B – Bylaw 8104

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



## The Corporation of the District of North Vancouver

### Bylaw 8103

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

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

#### 1. Citation

This bylaw may be cited as "District of North Vancouver Rezoning Bylaw 1325 (Bylaw 8103)".

#### 2. Amendments

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

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

"Comprehensive Development Zone 87      CD87"

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

**"4B87 Comprehensive Development Zone 87      CD87"**

#### **4B87-1      Intent:**

The purposed of the CD87 Zone is to establish specific land use and development regulations for an eight unit townhouse project.

The CD87 Zone is applied to those parts of:

Lot 1 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511 PID 012-811-475;  
Lot 2 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511 PID 012-811-491; and  
Lot 3 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511 PID 012-817-040.

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

#### **4B87-2      Permitted Uses:**

The following *principal* uses shall be permitted in the Comprehensive Development 87 Zone:

**(a) Uses Permitted Without Conditions:**

- (i) Residential building, multiple family townhouse.

**(b) Conditional Uses:**

Not Applicable.

**4B87-3 Conditions of Use:**

Not Applicable

**4B87-4 Accessory Uses:**

- (a) Accessory uses are permitted and may include but are not necessarily limited to:

- (i) Home occupations in accordance with the regulations in Section 405 of the Zoning Bylaw, 1965.

**4B87-5 Density:**

- (a) The maximum permitted density in the CD87 Zone is limited to a floor space ratio (FSR) of 0.45, inclusive of any density bonus for energy performance.

- (b) For the purposes of calculating floor space ratio, the following areas are excluded:

- (i) Open carports;
- (ii) At grade crawlspaces beneath landings;
- (iii) Specified potential elevator locations on all floors;
- (iv) Roof deck stairs and access areas;
- (v) Grade level waste disposal and recycling room, and electrical room; and
- (vi) Bay window areas.

**4B87-6 Amenities:**

- (a) Despite subsection 4B87-5, density in the CD87 Zone is increased to a maximum floor space of 1372 sq metres (14,764 sq ft), inclusive of any density bonus for energy performance, if the owner:

1. Enters into a Housing Agreement prohibiting any restrictions preventing the owners in the project from renting their units; and
2. Contributes \$55,016 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 or other public realm

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

**4B87-6 Height:**

The maximum permitted height is 12.2 m (40.0 ft).

**4B87-7 Setbacks:**

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

<b>Setback</b>	<b>Buildings (Min Setback)</b>
North Property Line (Harold Rd)	3.0 m (10.0 ft)
East Property Line	1.5 m (5.0 ft)
West Property Line (Baird Rd)	2.6 m (8.5 ft)
South Property Line (Lane)	2.1 m (7.0 ft)

- (b) Projections above ground level are permissible as follows:

<b>Setback</b>	<b>Maximum Setback Reduction</b>
North Property Line (Harold Rd)	0.76 m (2.5 ft)
East Property Line	n/a
West Property Line (Baird Rd)	1.1 m (3.5 ft)
South Property Line (Lane)	0.3 m (1 ft)

**4B87-8 Coverage:**

- (a) Building Coverage shall not exceed 57%.
- (b) Site Coverage shall not exceed 75%.

**4B87-9 Landscaping:**

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



**4B87-10 Parking, Loading and Bicycle Parking Regulations:**

Parking, driveway and loading shall be provided in accordance with Part 10 of the Zoning Bylaw except that:

- (a) Bicycle parking is to be accommodated in private carport and garage. Each carport or garage shall have a minimum of one bike parking space per unit;
- (b) No on-site visitor parking is required; and
- (c) A maximum of 50% of the parking spaces provided are permitted to be small car parking spaces sized in accordance with Part 10 of the Zoning Bylaw."

2.1.3 The Zoning Map is amended in the case of the lands in Schedule A, by rezoning the land outlined and noted on the attached from Single Family Residential 6000 Zone (RS4) to Comprehensive Development 87 Zone (CD87).

**READ** a first time

**PUBLIC HEARING** held

**READ** a second time

**READ** a third time

**ADOPTED**

\_\_\_\_\_  
Mayor

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

Certified a true copy

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

Schedule A to Bylaw 8103  
Rezone from RS4 to CD87



RESIDENTIAL SINGLE FAMILY ZONE 4 (RS4) TO  
COMPREHENSIVE DEVELOPMENT ZONE 87 (CD87)



AREA TO BE TRANSFERRED TO DNV



# The Corporation of the District of North Vancouver

## Bylaw 8104

A bylaw to enter into a Housing Agreement (Rental Protection – 1203-1207 Harold)

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 8104, 2015".

### 2. Authorization to Enter into Agreement

The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Brody Development (A & C) Ltd. substantially in the form attached to this Bylaw as Schedule "B" with respect to those parts of:

- i. Lot 1 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511  
PID 012-811-475;
- ii. Lot 2 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511  
PID 012-811-491; and
- iii. Lot 3 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511  
PID 012-817-040.

shown outlined in bold and labelled "Site" on the plan attached hereto as Schedule "A".

### 3. Execution of Documents

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

READ a first time \_\_\_\_\_, 2015

READ a second time \_\_\_\_\_, 2015

READ a third time \_\_\_\_\_, 2015

ADOPTED \_\_\_\_\_, 2015

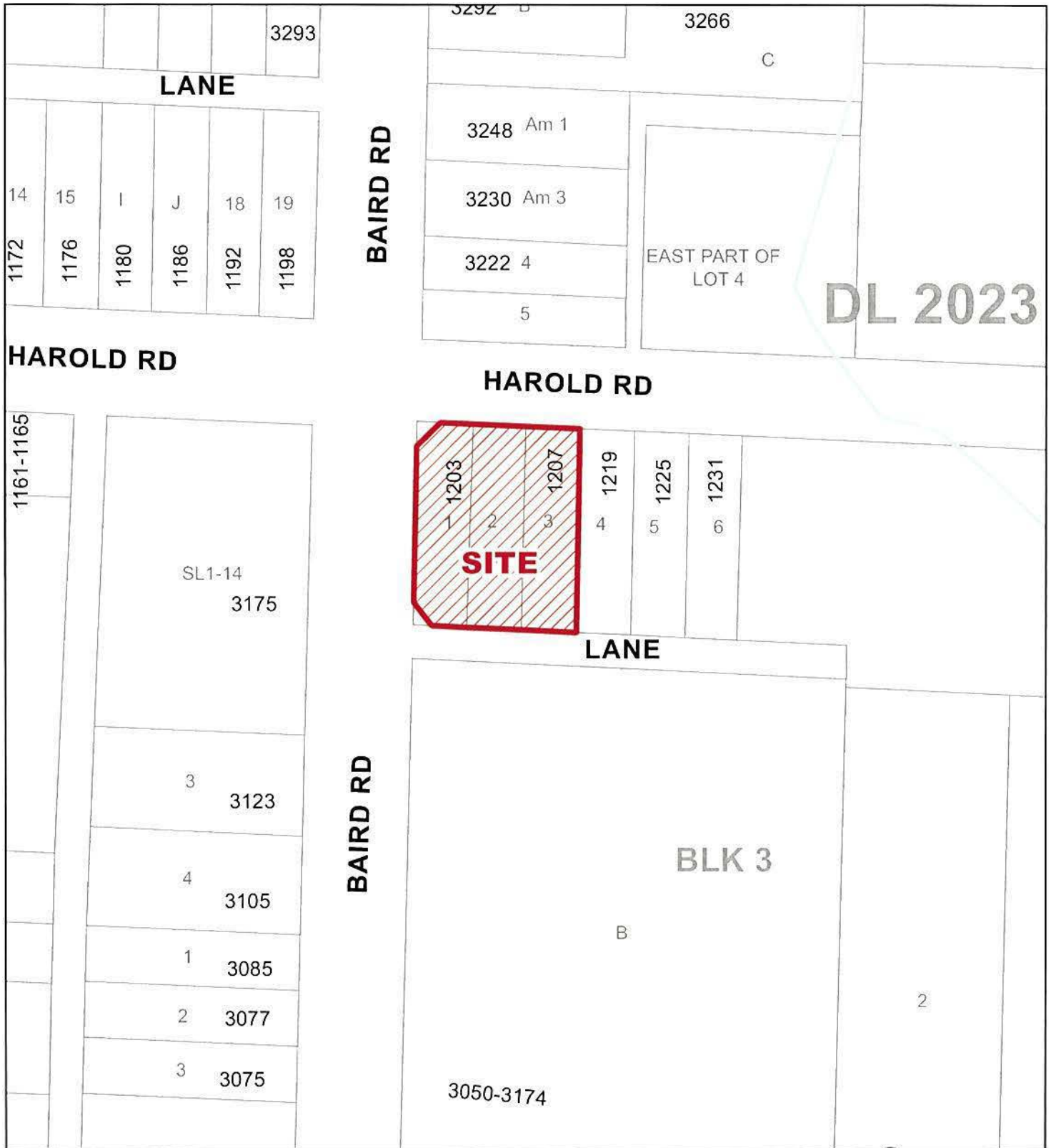
\_\_\_\_\_  
Mayor

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

Certified a true copy

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

# Schedule A to Bylaw 8104



SITE



**Schedule B to Bylaw 8104**

**SECTION 219 COVENANT  
(Rental Protection)**

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

BETWEEN:

**BRODY DEVELOPMENT (A & C) LTD.** (Incorporation No. (Incorporation No. BC1033479) a corporation incorporated under the laws of the Province of British Columbia with an office at 1060 14th St W, North Vancouver, BC V7P 3P3

(the "**Owner**")

AND:

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

(the "**District**")

RECITALS:

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

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

**1. USE**

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

## 2. DEFINITIONS

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

## 3. RENTAL ACCOMODATION

- 3.01 No Unit in a building in the Proposed Development may be occupied unless the Owner has:
- (a) before the first Unit in the building is offered for sale, or conveyed to a purchaser without being offered for sale, filed with the Superintendent of Real Estate pursuant to the *Strata Property Act* (or any successor or replacement legislation) a Form J Rental Disclosure Statement (the "**Form J**") designating all of the Units in the building as rental strata lots and imposing a minimum 99 year rental period in relation to all of the Units; and
  - (b) given a copy of the Form J to each prospective purchaser of any Unit in the building before the prospective purchaser enters into an agreement to purchase in respect of the Unit. For the purposes of this paragraph 3.01(b), the Owner is deemed to have given a copy of the Form J to each prospective purchaser of any Unit in the building if the Owner has included the Form J as an exhibit to the disclosure statement for the Proposed Development prepared by the Owner pursuant to the *Real Estate Development Marketing Act* (the "**Disclosure Statement**").
- 3.02 The Units constructed on the Land from time to time may always be used to provide rental accommodation as the Owner or a Unit Owner may choose from time to time.
- 3.03 This agreement shall be binding upon all strata corporations created upon the strata title subdivision of the Land pursuant to the *Strata Property Act* or any subdivided parcel of the Land, including the Units.



- 3.04 Any Strata Corporation bylaw which prevents, restricts or abridges the right to use any of the Units as rental accommodations shall have no force or effect.
- 3.05 The Strata Corporation shall not pass any bylaws preventing, restricting or abridging the use of the Land, the Proposed Development or the Units contained therein from time to time as rental accommodation.
- 3.06 No Unit Owner, nor any tenant or mortgagee thereof, shall vote for any strata corporation bylaw purporting to prevent, restrict or abridge the use of the Land, the Proposed Development and the units contained therein from time to time as rental accommodation.
- 3.07 The Owner will provide notice of this Agreement to any person or persons intending to purchase a Unit prior to any such person entering into an agreement of purchase and sale, agreement for sale, or option or similar right to purchase as part of the Disclosure Statement.

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

- 4.01 The Owner shall comply with all requirements of this Agreement at its own cost and expense.
- 4.02 The parties agree that this Agreement creates only contractual obligations and obligations arising out of the nature of this document as a covenant under seal. The parties agree that no tort obligations or liabilities of any kind exist between the parties in connection with the performance of, or any default under or in respect of, this Agreement. The intent of this section is to exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract and under the law pertaining to covenants under seal.
- 4.03 This Agreement shall restrict use of the Land in the manner provided herein notwithstanding any right or permission to the contrary contained in any bylaw of the District.
- 4.04 Forthwith after registration of a strata plan (the "**Strata Plan**") under the *Strata Property Act* (British Columbia) to stratify the building on the Land, or any part thereof, and in any event before the first conveyance of any of the strata lots created by said Strata Plan (the "**Strata Lots**"), the Owner will cause the strata corporation (as hereinafter defined) to assume the Owner's obligations hereunder to the same extent as if the strata corporation had been an original party to this Agreement by executing and delivering to the District an assumption agreement in all material respects in the form attached hereto as Schedule "B". If the Owner fails to comply with this section 4.04, then the Owner will remain liable for the performance of the obligations hereunder notwithstanding the strata subdivision.
- 4.05 The strata corporation shall not enact any bylaw or make any rules or regulations in respect of the Strata Lots or the Land which are inconsistent with this Agreement.

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



ecological and other reasons, the Owner agrees not to seek a court order modifying, discharging or extinguishing this Agreement under the *Property Law Act* (British Columbia), any successor to that enactment, any other enactment or at common law.

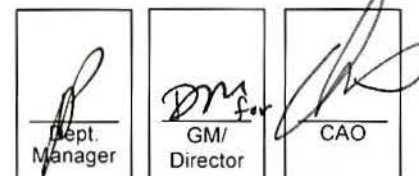
- 4.13 Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted under s.219 of the *Land Title Act* in respect of the Land and this Agreement burdens the Land and runs with it and binds the successors in title to the Land. This Agreement burdens and charges all of the Land and any parcel into which it is subdivided by any means and any parcel into which the Land are consolidated.
- 4.14 The Owner agrees to do everything necessary at the Owner's expense to ensure that this Agreement is registered against title to the Land with priority over all financial charges, liens and encumbrances registered or pending at the time of application for registration of this Agreement
- 4.15 An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
- 4.16 If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 4.17 This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.
- 4.18 By executing and deliver this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.
- 4.19 This Agreement shall not be modified or discharged except in accordance with the provisions of section 219 of the *Land Title Act*.
- 4.20 The Owner shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurance which may be reasonably necessary to give proper effect to the intent of this Agreement.
- 4.21 Time is of the essence of this Agreement.
- 4.22 Whenever the singular or masculine or neuter is used herein, the same shall be construed as including the plural, feminine, and body corporate or politic unless the context requires otherwise.
- 4.23 This Agreement shall be interpreted according to the laws of the Province of British Columbia. Where there is a reference to an enactment of the Province of British Columbia in this Agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context

otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia

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

- END OF DOCUMENT -

AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>Nov 9, 2015</u>
<input type="checkbox"/> Workshop (open to public)	Date: _____



## The District of North Vancouver REPORT TO COUNCIL

October 21, 2015  
File: 08.3060.20/030.14

**AUTHOR:** Lilian Arishenkoff, Development Planner

**SUBJECT:** Development Permit 30.14 – 1203 and 1207 Harold Road 7 Unit Townhouse

### RECOMMENDATION:

That Development Permit 30.14 (Attachment A) for a 7 unit townhouse project at 1203 and 1205 Harold Rd be issued.

### REASON FOR REPORT:

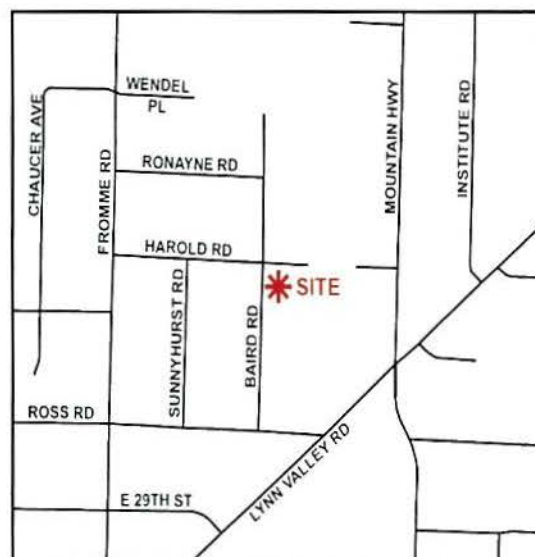
The site is in Development Permit Areas for Form and Character of Multi-Family Housing and for Energy and Water Conservation and Greenhouse Gas Emission Reduction. The proposed development requires issuance of a Development Permit by Council.

### SUMMARY:

Bylaw 8103, rezoning the subject land to the new Comprehensive Development Zone 87 (CD87), received 2<sup>nd</sup> and 3<sup>rd</sup> Readings on July 6, 2015 and is scheduled for adoption on November 9, 2015. If Bylaw 8103 and Housing Agreement Bylaw 8104 are adopted, the project plans are ready to be considered for the issuance of a Development Permit.

This residential project includes 7 townhouse units.

The proposal is in compliance with the Official Community Plan Schedule B Development Permit Area Guidelines.





## BACKGROUND:

Bylaw 8103, rezoning the property to CD87, and Housing Agreement Bylaw 8104, were introduced on May 4, 2015 and, following a public hearing for the Zoning Bylaw on June 2<sup>nd</sup>, 2015, received 2<sup>nd</sup> and 3<sup>rd</sup> Readings on July 6<sup>th</sup>, 2015. Both Bylaws are scheduled for consideration of adoption on November 9, 2015.

In addition to the rezoning and housing agreement bylaws, the legal framework for the project includes a development covenant which requires lot consolidation and subdivision of the 1.25m strip of land for the future public pathway. The development covenant also requires separate covenants for green building, storm water management and maintenance of the 1.25m wide strip of land that will form part of a future public pathway to the east of the site. An accepted Construction Impact Mitigation Plan and Engineering Servicing Agreement are also required as a condition of the development covenant to secure the required offsite works. The development covenant sets out the developer's obligations with respect to this project.

## EXISTING POLICY:

### Development Permit Area Designations

The subject lots are designated as Development Permit Areas for the following purposes:

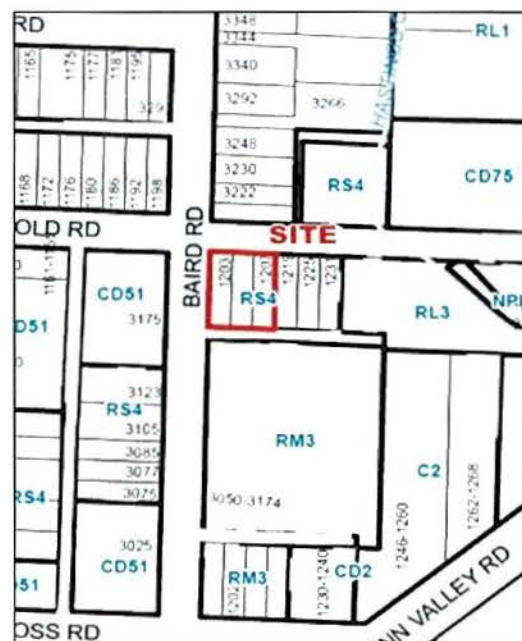
- Form and Character of Multi-Family Development (Ground Oriented Housing); and
- Energy and Water Conservation and Greenhouse Gas Emission Reductions.

The proposal has been reviewed against Schedule B of the OCP and the Lynn Valley Town Centre design guidelines for the building, public realm, and green building elements. The proposal is consistent with the applicable development permit guidelines.

## ANALYSIS:

### **Site and Surrounding Area:**

The site consists of 3 single family lots currently developed with two houses. Adjacent uses consist of single family lots (zoned RS-4) to the east and north, existing townhouses to the west and multifamily residential (zoned RM3) to the south.



The subject properties are designated *Residential Level 4: Transitional Multifamily* in the District Official Community Plan (OCP).

The OCP designates the surrounding area as:

- Residential Level 4: Transitional Multifamily to the east;
- Residential Level 2: Detached Residential to the north;
- Residential Level 3: Attached Residential to the west; and
- Residential Level 5: Low Density Apartment to the south.

### **The Proposal:**

The project consists of 7 townhouses in two buildings arranged around an interior auto court as illustrated on the Site Plan.

On the east side of the property, the applicants will dedicate a 1.25m wide strip of land that will be consolidated with a future similar dedication from the properties to the east along Harold Rd at the time of redevelopment. This future 2.5m wide pathway will be located at the easternmost section of the Harold Road cul-de-sac in compliance with the Lynn Valley Town Centre section of the OCP.

### Parking

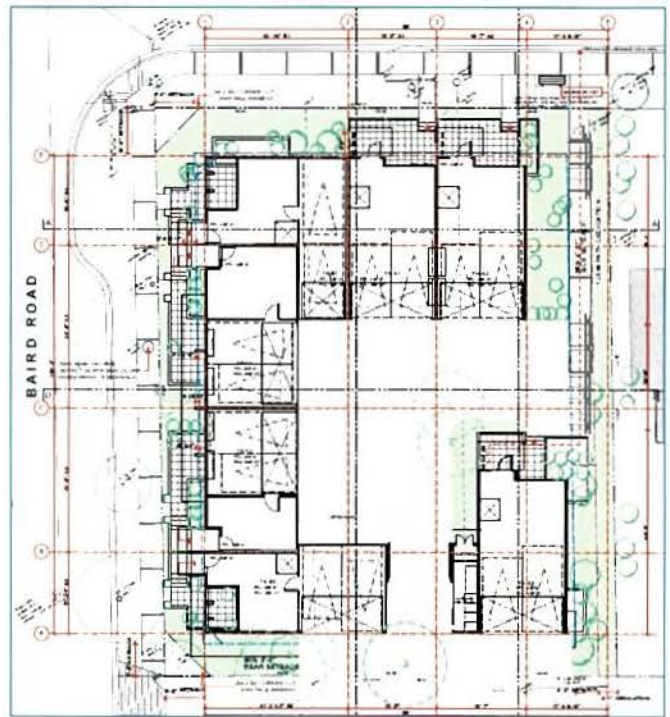
Parking is provided in garages accessed from the existing rear lane through an auto court. There are a total of 15 parking spaces onsite. For the proposed 7 units, this results in 2 parking stalls per unit and 1 onsite visitor parking stall.

The project fully complies with the CD87 Zone regulations including height, parking, setbacks and building coverage.

### **Development Permit for the Form and Character of Multifamily Housing:**

#### Building Design:

The proposed units include 1 three bedroom and den, and 6 two bedroom and den units ranging in size from 138.7m<sup>2</sup> (1493 sq ft) to 158.4m<sup>2</sup> (1705 sq ft). The buildings are each approximately 11.9m (39 ft) in height.







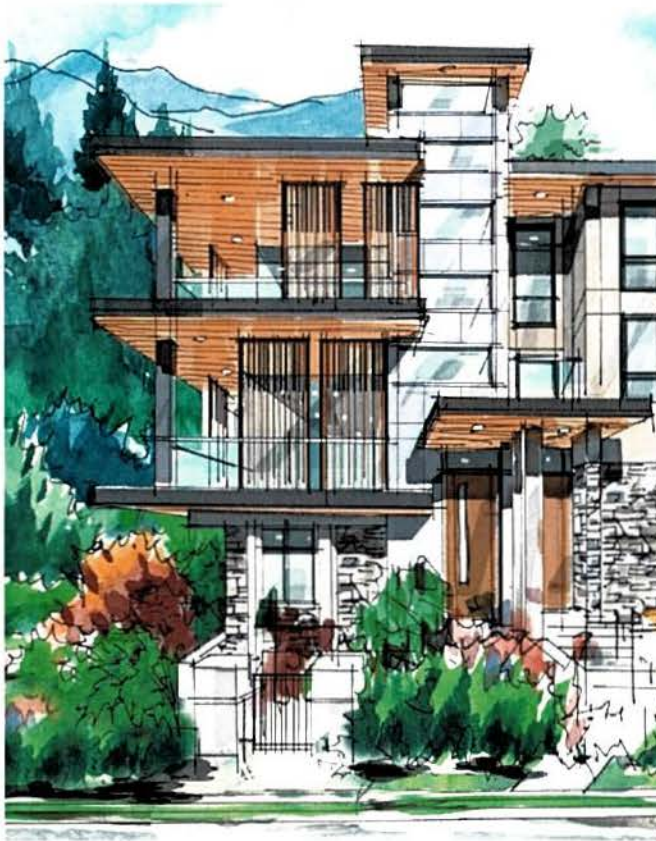
The project is to have a bold street presence softened by materials such as wood and stone. Substantial elements such as larger roof overhangs and the use of stone is proposed at the corners, base of the building, and main entries. Grey metal and beige composite panels will also form part of the general façade design.

The project has been reviewed against the OCP Design Guidelines for Form and Character of Ground Oriented Housing and the project complies with the guidelines.

Notable highlights from the guidelines include:

- **C1.1: Height and Massing:** The height and massing of buildings should be in keeping with a single family dwelling or townhouse height which is typically less than 12m. This project is below 12m in height.
- **C1.3: Street Orientation:** Units are encouraged to be oriented towards, and have visual connection to the street. The units on both Harold Road and Baird Road are oriented directly toward the street.
- **C1.4: Corner Lots:** Buildings on corner lots should “wrap the corner” providing an opportunity to have units facing both streets. This project complies with this guideline.
- **C1.6: Setbacks:** The front yard setback should relate to or appropriately transition from the established pattern in the area. The setbacks relate to the established pattern of townhouses in the area.
- **C2.6 Private Outdoor Space:** At least 9 square metres of usable private outdoor space should be provided for all units. Each unit has a rooftop deck and patio and balcony space which are greater than 9 square metres in size.
- **C2.10: Pedestrian Access:** The main pedestrian access route should be from the street rather than the lane parking area. Main pedestrian access is from the street for each unit.
- **C2.11: Parking:** Parking spaces should be located off a private driveway and should not be visible from the street. Parking access for the project is from the rear lane and not visible from the street.





View of North-West Corner of Project

### Landscaping

The landscaping is concentrated around the perimeter of the site and includes plantings and hedges. Along Harold Road in front of the units there are two rain gardens, and one bench. On the east side of the property there are two green walls and trellises in addition to hedge plantings that will function as a separation between the project and the abutting property. In addition, the auto court will be surfaced with permeable pavers.

A notable highlight from the guidelines includes:

- C2.2 Sustainable Landscape Design: Sustainable landscape design should incorporate best practices for tree planting, rainwater management, accessibility and feature native and drought tolerant species. Sustainable landscape design should also be coordinated with building design, site servicing and utility placement. Landscaping is placed strategically around and within the site. It includes two rain gardens and extra plantings at the corner of the site (Harold Road and Baird Road).

### Accessible Units

In response to the District's Adaptable Design Guidelines, the townhouse units will be designed to meet the Level 1A standard, secured through covenant. In addition, four of the seven units will be built to allow for the future addition of an elevator. Accessible access to these units is proposed from the ground level internal auto court.

### **Development Permit For Energy and Water Conservation and Greenhouse Gas Emission Reductions:**

In accordance with the OCP's Energy and Water Conservation and Greenhouse Gas Emission Reduction Development Permit Area Guidelines and the District's Green Building Strategy, the project is designed to reduce energy consumption and incorporate building performance measures that will result in reduced costs for future owners. The applicant is utilizing the Built Green® Canada's High Density (HD) program and proposes to incorporate a range of features to meet a target equivalent to the Gold standard, as well as an energy performance baseline.

Notable highlights from the guidelines include:

- Energy Conservation: an integrated design process should be utilized to identify opportunities to reduce a building's energy consumption. The proponent is considering air source heat pumps for space heating, advanced air tightness measures, a heat recovery ventilator, EnergyStar windows and EnergyStar appliances.
- Water Conservation: an integrated design process should be utilized to identify opportunities to reduce a building's water consumption. The proponent is considering low flow faucets and toilets, water saving dishwasher, and efficient irrigation technology. Permeable pavers are also being used in the auto court to enhance storm water infiltration opportunities.

The green building covenant will establish the minimum energy performance baseline and will incorporate measures to ensure the project meets the building performance targets.

### **OFF-SITE IMPROVEMENTS:**

As part of this application, the developer will be responsible for off-site improvements including the construction of a new sidewalk along both Harold Road and Baird Road, parking pockets along Baird Road and improvements to the existing east-west lane.

### **COMMUNITY AMENITY CONTRIBUTION:**

The District's Community Amenity Contribution (CAC) Policy requires an amenity contribution for projects including an increase in residential density. In this case, a CAC of \$55,016.20 has been calculated and this amount is included in the proposed CD87 Zone. The CD87 Zone allows the CACs from this development to be used toward public art, park, trail, environmental or other public realm improvements; municipal or recreation service or facility improvements and/or the affordable housing fund.

### **CONCURRENCE:**

#### Staff

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



Advisory Design Panel:

The application was considered by the Advisory Design Panel on October 14, 2014 and the Panel recommended approval of the project subject to a number of items being addressed.

In response to the Panel's motion, the applicant has submitted revisions to the project which show greater variety and interest for the eastern elevation, clarification of balcony projection details and future elevator provisions. The architect also reviewed the fenestration on the upper deck stairs, front entry stair access on the westerly elevation, and the gate at the auto court entry. Parking opportunities onsite were reviewed and one new visitor parking stall was added onsite.

Staff is satisfied with the resolution of these items.

**CONSTRUCTION MANAGEMENT:**

In order to address the goal to reduce development's impact on pedestrian and vehicular movements, the developer will be required to provide a final "Construction Traffic Management Plan" as a condition of Development Permit 30.14. The Construction Traffic Management plan must minimize construction impacts on pedestrian movement and vehicular traffic. The plan is required to be approved by the District prior to issuance of a building permit.

In particular, the Construction Traffic Management Plan must address:

1. Construction schedule
2. Coordination with other projects in the area or those affecting the transportation network
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 for monitoring and minimizing impacts to the community
9. Location of an off-street area for parking worker/trades vehicles
10. A plan for communicating with neighbours and other stakeholders

The other projects in close proximity under construction at this time are the "Mill House" in the 3200 block of Mountain Highway and "Walter's Place" in the 1300 block Draycott Road.

The District's Construction Traffic Management Program Manager advises that the highway use permit for this project will need to take other active construction into account and manage construction worker and truck vehicle routes, staging and parking. In addition, the site itself will need to schedule excavation and concrete delivery activities in a way that the adjacent street network can handle. At this time there is no major civil infrastructure work in the immediate area in the near term.

**PUBLIC INPUT:**

Through the zoning process, a facilitated public information meeting was held on December 11, 2014, attended by approximately 15 residents. At the Public Hearing on June 2, 2015, eleven people spoke with several commenting on parking and pedestrian safety concerns. At the Public Hearing staff noted several offsite improvements that will be a part of this application namely, the construction of a new sidewalk along both Harold Road and Baird Road adjacent to the project, as well as additional street parking that will be built along the east side of Baird Road.

**CONCLUSION:**

The project has been designed in accordance with the CD87 Zone regulations and the Development Permit Area Guidelines for Multifamily Housing and Energy and Water Conservation and Greenhouse Gas Emission Reduction in the OCP. It also addresses the policy directions in the OCP with reference to the provision of family housing. Development Permit 30.14 is now ready for Council's consideration.

**Options:**

The following options are available for Council's consideration:

1. Issue Development Permit 30.14 (Attachment A) to allow for the proposed construction (staff recommendation); or
2. Deny Development Permit 30.14.



Lilian Arishenkoff  
Development Planner

**Attachments:**

A – Development Permit 30.14

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

## THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER

### **DEVELOPMENT PERMIT NUMBER 30.14**

This Development Permit 30.14 is hereby issued by the Council for The Corporation of the District of North Vancouver to Brody Development (A & C) Ltd., Inc. No. BC1033479 for the development of seven townhouse units on the property located at 1203 and 1207 Harold Road legally described as:

Lot 1 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511 (PID: 012-811-475);  
Lot 2 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511 (PID: 012-811-491); and  
Lot 3 of Lots 1 to 4 Block 3 District Lot 2023 Plan 3511 (PID: 012-817-040).

subject to the following terms and conditions:

- A. The following requirement is hereby imposed under Section **920(2)(c)** and Section **926 (1)** of the Local Government Act:
  1. Substantial construction as determined by the Manager of Permits and Licenses shall commence within two years of the date of this permit or the permit shall lapse.
  2. A Construction Management Plan is required prior to issuance of the Building Permit and Excavation Permit, and may require amendments during the course of construction to ensure that construction impacts are minimized.
- B. The following requirements are imposed under Subsections **920(8) & (9)** of the Local Government Act:
  1. The site shall be developed in accordance with the attached plans DP 30.14 A-P.
  2. Prior to the issuance of a Building Permit, the following shall be submitted to:
    - (a) Building:
      - (i) A summary of the adaptable housing measures that will be provided, in keeping with the objectives of the District's adaptable housing policy, or 100% level 1a; and
      - (ii) Confirmation of registration of the consolidation plan, road dedication area maintenance covenant, green building covenant, and storm water management covenant.

(b) Parks:

- (i) Three copies of a final detailed landscape plan prepared by a landscape architect registered in British Columbia for the approval of the Director of Engineering or their designate;
- (ii) A written landscape estimate submitted by the landscape architect for approval by the Parks and Engineering Services Department for the installation of all landscaping as shown on the final approved landscape plan; and
- (iii) A completed "Permission to Enter" agreement to provide evidence that a landscape architect has been retained to supervise the installation of the landscape works and the written authorization for the District or its agents to enter the premises and expend any or all of the deposit monies to complete the landscape works in accordance with the approved landscape plan.

(c) Engineering Design:

- (i) Finalized civil and electrical engineering plans designed by a professional engineer, for review and acceptance by the Engineering Department; and
- (ii) An executed Engineering Services Agreement between the property owner and the District related to the required upgrading of off-site facilities on Harold Road, Baird Road and the adjacent lane. Upgrades will include, but are not limited to: street lighting, sidewalk, curb gutter, street trees, boulevard landscape, and street improvements.

C. The following requirements are imposed under Subsections **920 (10.1) and (10.2)** of the Local Government Act:

1. Prior to issuance of the Building Permit, the following are required:

- (a) A completed green building checklist, outlining the measures to incorporated in the building leading to a performance level equivalent to or better than the "Gold" standard under the Built Green rating system;
- (b) An energy performance commitment form;

- (c) A report from a qualified energy performance advisor clearly establishing that the building design will enable you to achieve your energy performance target.
- (d) A refundable security deposit of 5% of the building permit application fee or \$20,000, whichever is greater;
- (e) Confirmation of registration of the section 219 covenant for green building.

D. The following requirements are imposed under Subsections 925(1) & (2) of the Local Government Act:

1. Prior to issuance of the Building Permit the following deposits are required:
  - (a) A security deposit equal to 125% of the estimated cost of all on-site landscaping, in accordance with the approved cost estimate or 10% of the construction value accepted on the building permit application. The deposit will be held as security for landscaping and building works.
  - (b) An engineering security deposit, in an amount specified in the Engineering Services Agreement, to cover the construction and installation of all off-site engineering and landscaping requirements.
  - (c) Nothing in this Development Permit alters or affects in any way any of the preconditions to issuance of a building permit as set out in the Development Covenant registered against the Land in favour of the District under number CA\_\_\_\_\_.

\_\_\_\_\_  
Mayor

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

Dated this                      day of                      , 20 .







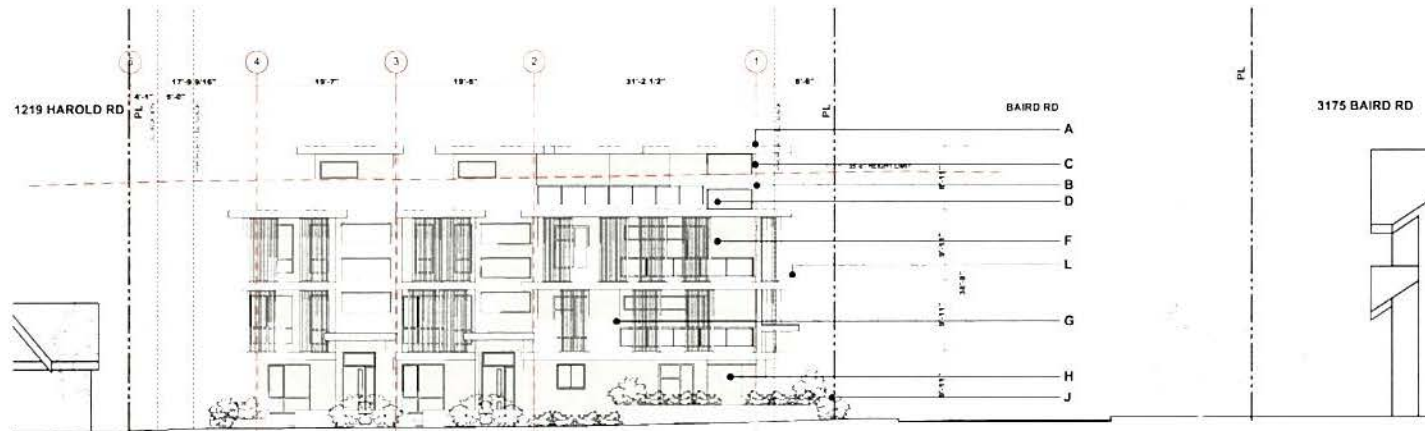




1 TYPICAL ENTRY - BAIRD ROAD



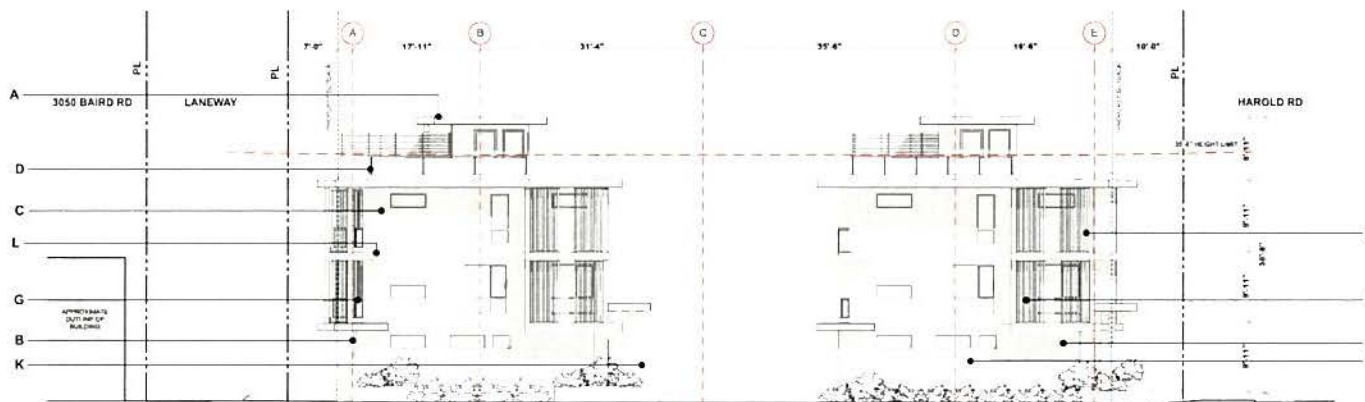




NORTH ELEVATION

#### MATERIAL LEGEND

Colour	Manufacturer	Colour to match...	Reference
A Grey	TBC	TBC	Trench on SBS Roofing
B Matte Silver Aluminum	Alucobond	Steel City Silver	Alucobond Mirror Cool
C Charcoal	Aluminum Doors/Windows	Benjamin Moore Kendall Charcoal	Aluminum sliding doors and windows w/ matching flashing and trim
D Charcoal	Supermat Powder Coatings	Benjamin Moore Kendall Charcoal	Aluminum / glass railing @ balconies
F Blended	TBC		Wood appearing decorative screen
G Large	Facade Panel	Champagne Grey	Swisspearl - Reflex
H Grey / Brown	TBC		Cultured Stone Veneer
J Light Grey	Architectural concrete		Cultured Ledge Stone veneer at selected locations, entry accent elements, corner units
K Silver	TBC	Alucobond Steel City Silver	Exposed concrete walls, retaining walls, landscape walls (w/ clear water repellent)
L Charcoal	Matin Marle Ltd	Benjamin Moore Kendall Charcoal	Garage Doors, Aluminum overhead door assembly
			Aluminum flashing and trim



EAST ELEVATION



DP30.14 E

BRODY DEVELOPMENT (A/C) LTD

COVO RESIDENTIAL DEVELOPMENT

1203 HAROLD RD  
 NORTH VANCOUVER, BC

Elevations

13321

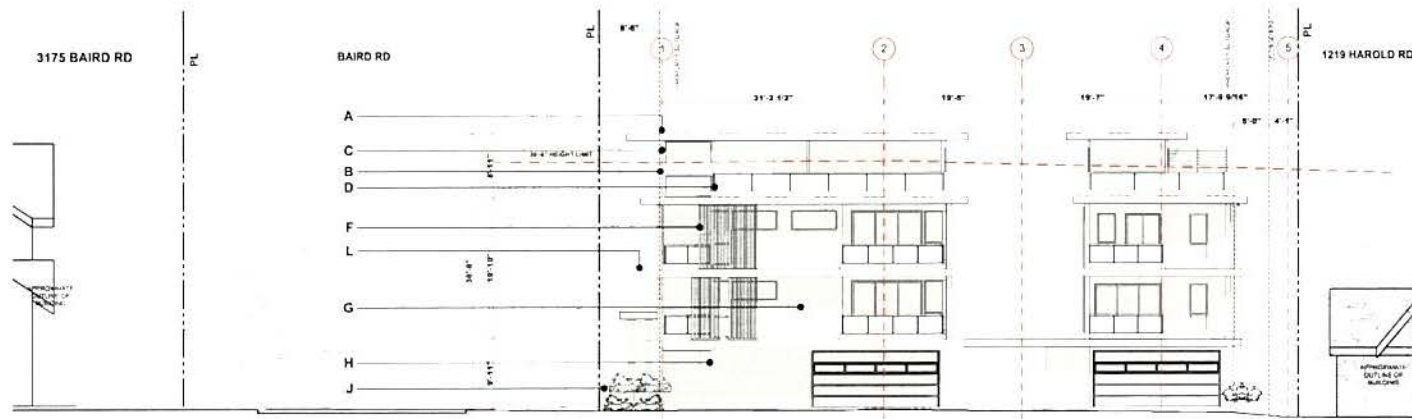
1/8" = 1'-0"

SEPT 23, 2015

Issue 06 - DP Resubmit

A-3.1





SOUTH ELEVATION

#### MATERIAL LEGEND

Colour	Manufacturer	Colour to match	Reference
* A Grey	TBC	TBC	Torch-on SBS Roofing
* B Matte Silver Aluminum	Alucobond	Steel City Silver	Alucobond-Mirca Cool
* C Charcoal	Aluminum Doors/Windows	Benjamin Moore Kendall Charcoal	Aluminum sliding doors and windows w/ matching flashing and trim
* D Chacal	Supermal Panel Coatings	Benjamin Moore Kendall Charcoal	Aluminum 1 glass railing @ balconies
* F Sarnet	TBC		Wood appearing decorative screen
* G Repe	Facade Panel	Champagne 3096	Sunscreen - Reflex
* H Grey/Green	TBC	Cultured Stone Veneer	Cultured Ledge Stone veneer at selected decorative entry accent elements, corner units
* J Light Sage	Architectural concrete		Exposed concrete walls, retaining walls, landscape walls, one clear water repellent
* K Silver	TBC	Alucobond Steel City Silver	Garage Doors - Aluminum overhead door assembly
* L Charcoal	Malin Metals Ltd.	Benjamin Moore Kendall Charcoal	Aluminum flashing and trim



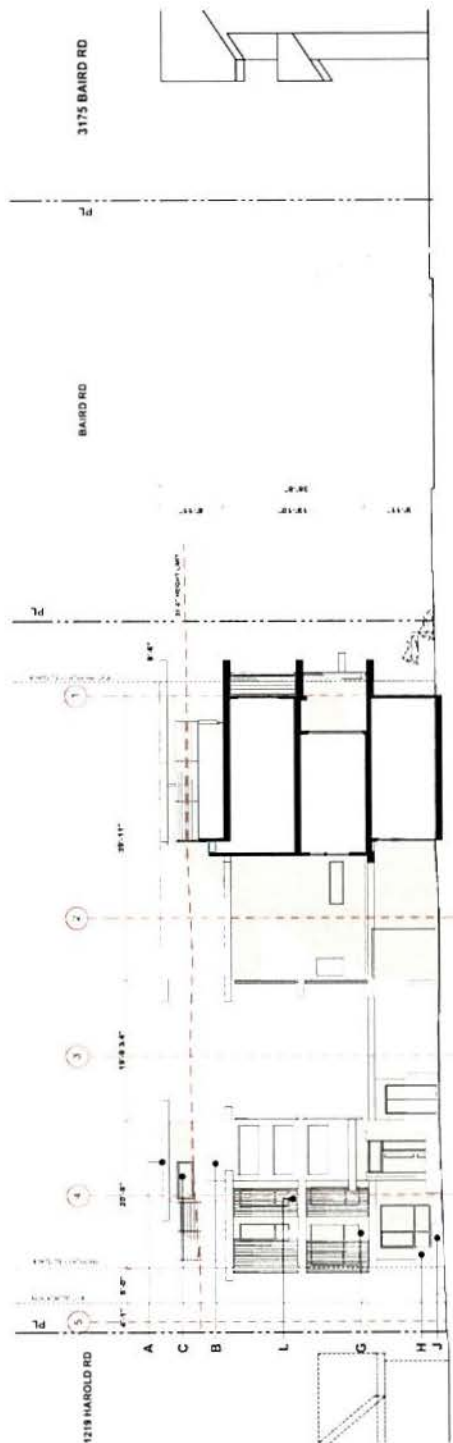
WEST ELEVATION



DP30.14 F

PROJECT NO. 13321  
 BRODY DEVELOPMENT (I&C) LTD.  
 PROJECT NO. 13321  
 COVO RESIDENTIAL DEVELOPMENT  
 1203 HAROLD ST. NORTH VANCOUVER, BC  
 ELEVATIONS  
 13321  
 1/8" = 1'-0"  
 SEPT 23, 2015  
 Issue 06 - CP Re-submittal

A-3.2



## MATERIAL LEGEND

Colour	Manufacturer	Colour to match	Reference			
A	Grey	TBC	Tarmac B8 Roofing	H	Grey Stone	TBC
B	Black/Grey Aluminium	Ascoland	Ascoland Brick Coal	J	Light Grey	Architectural samples
C	Char-Black	Aluminium Stone Windows	Aluminium finishing slates and panes on matching flanking and eaves	K	Dark	TBC
D	Char-Black	Stoneguard	Aluminium glass railing (B) aluminium	L	Crucial	Matched Stone City Street
E	Dark Grey	Ascoland	Aluminium stone slabs	M	Dark	Matched Stone City Street
F	Dark Grey	TBC	Wood cladding decorative screens	N	Dark	Matched Stone City Street
G	Grey	Feature Panel	Stoneguard Tiles	O	Dark	Matched Stone City Street

### Elevations

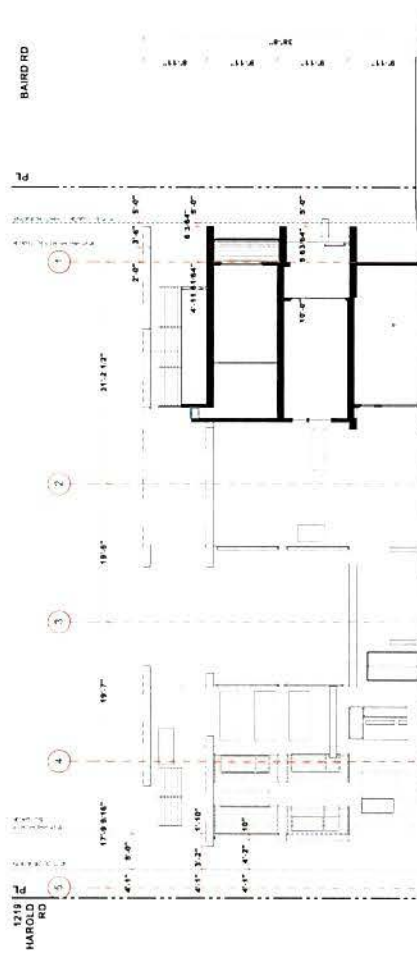
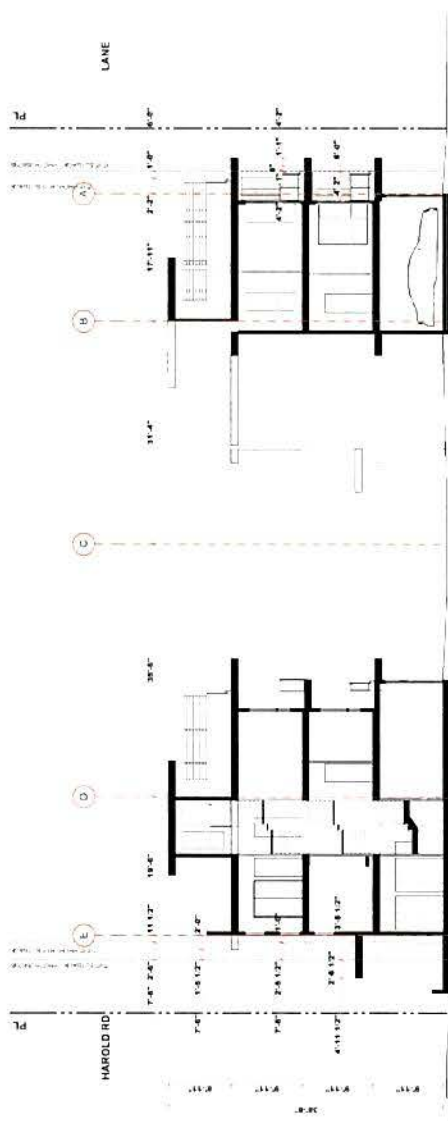
13324  
118° - 140°  
SEP 23, 2015  
Issue 08 - Cap Resubmit  
(2014-2015)

### A-3.3





DP30.14 I



## SECTION D

## Sections

13321  
1.3" = 1'-0"  
SEPT 23, 2015  
Issue 06 - DP Resubmit

## A-4.2





Cedar soffit lining



Entry door with frosted glass, aluminium frame



Sliding wood screen



Roof Deck



	Colour	Manufacturer	Vendor to match	Reference						
+	A	Grey	TBC	TBC	Truck on SBS Roofing	+	H	Grey / Brown	TBC	Cultural Stone veneer
+	B	White / Silver	Alucobond	Steel City Sheet	Alucobond White Coat	+	J	Light Grey	Architectural concrete	Cultural Ledge Stone veneer at selected locations, entry accent elements, corner units
+	C	Charcoal	Aluminum Doors/Windows	Benjamin Moore Kendall Charcoal	Aluminum flashing doors and windows at existing Roofing and trim	+	K	Dark	TBC	Exposed concrete walls, retaining walls, landscape walls, fire look metal railing
+	D	Charcoal	Supermat Powder Coatings	Benjamin Moore Kendall Charcoal	Aluminum / glass railing @ balconies	+	L	Charcoal	Master Metals Ltd.	Garage Doors, Aluminum overhead door assembly
+	F	Stained	TBC	-	Wood appearing decorative screen					
+	G	Beige	Facade Panel	Chamagne 800	Bespoke - Reflex					



FLAT ROOF  
DARK GREY 2% SLOPE  
TORCH-ON

SOFFIT  
1X4 CEDAR SOFFIT,  
CLEAR FINISH

FLASHING  
ALUMINIUM, CHARCOAL

FASCIA  
ALUMINIUM, CHARCOAL

COLUMN  
CHARCOAL ALUMINIUM  
FINISH

BALUSTRADE  
CHARCOAL ALUMINIUM /  
GLASS RAILING / TOP  
MOUNTED

BLADE WALL  
ALUMINIUM WRAPPED  
BLADE SUPPORT WALL

LANDSCAPE  
WALLS  
ARCHITECTURAL  
CONCRETE  
SIGNAGE WITH RECESSED  
LIGHT FIXTURES



VINYL WINDOWS  
COLOUR TBC - SILVER

HARDIE PANEL  
BEIGE

ALUCOBOND  
PANEL  
ALUMINIUM PANEL

VINYL WINDOWS  
COLOUR TBC - CHARCOAL

STONE VENEER  
LEDGE STONE -  
CHARCOAL TBC

FRONT DOOR  
CEDAR FRONT DOOR  
WITH  
HIGHLIGHT + SIDELIGHT  
WINDOWS

BLADE WALL  
ALUMINIUM WRAPPED  
BLADE SUPPORT WALL



INTEGRA ARCHITECTURE INC.

416 WEST PENDER STREET  
VANCOUVER, BC V6B 1Y5  
T: 604 688 4220 F: 604 688 4270  
info@integra-arch.com  
www.integra-arch.com

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DP30.14 J

(ARCHITECT: B&B)

(CLIENT)

BRODY DEVELOPMENT  
(A&C) LTD.

(PROJECT)

COVO RESIDENTIAL  
DEVELOPMENT

1203 HAROLD RD.  
NORTH VANCOUVER, BC

(DATE)

Materials

13321 (ISSUED)

NTS (DATE)

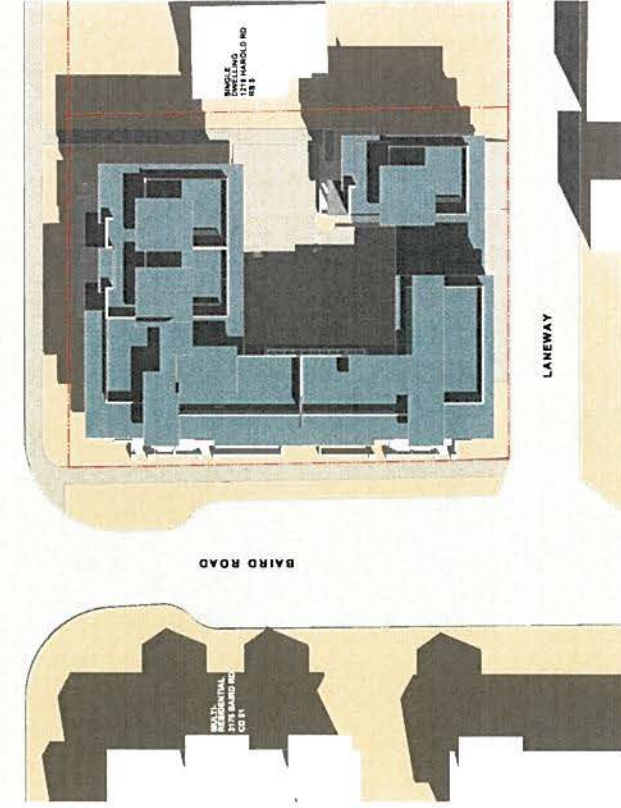
SEPT 23, 2015 (DATE)

Issue 06 - CP Resubmit (DATE)

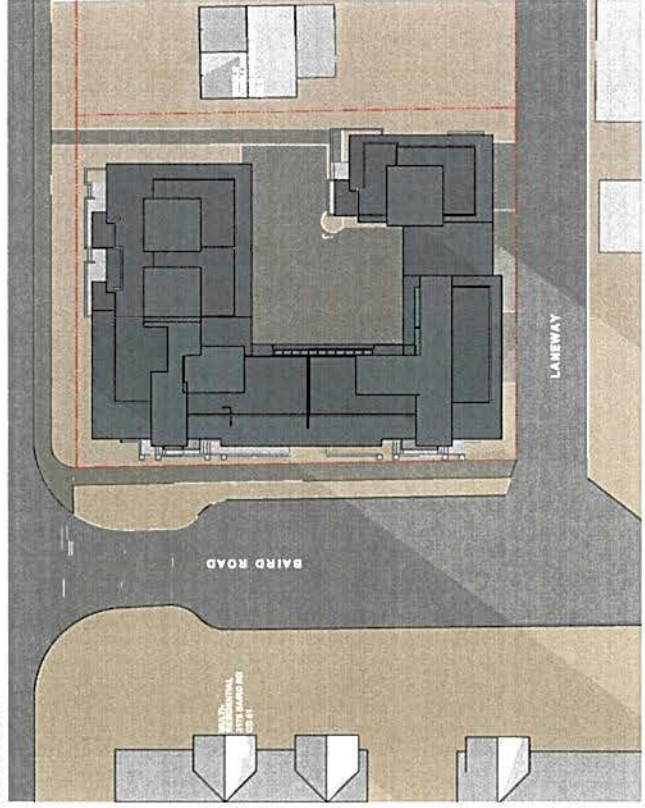
(DATE)

A-5.1

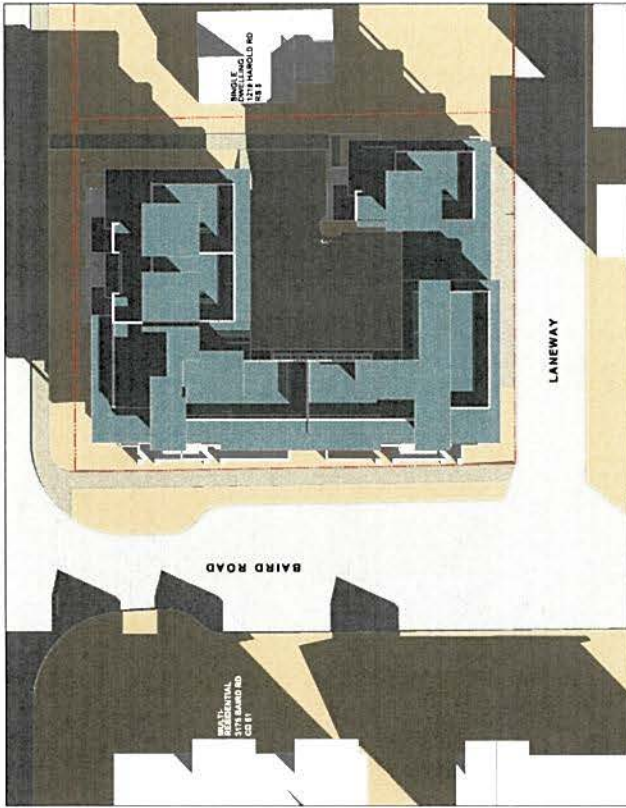




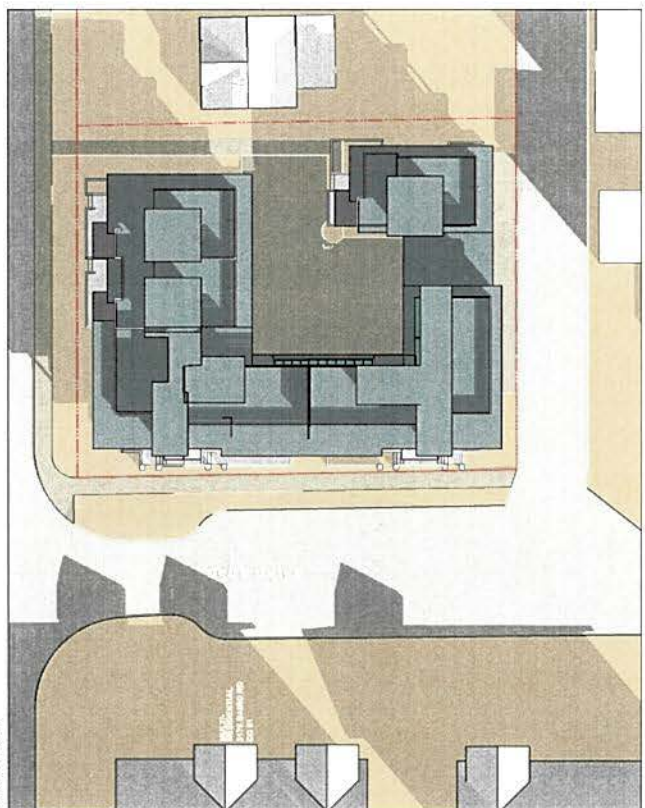
June 21 3PM



Dec 21 3PM



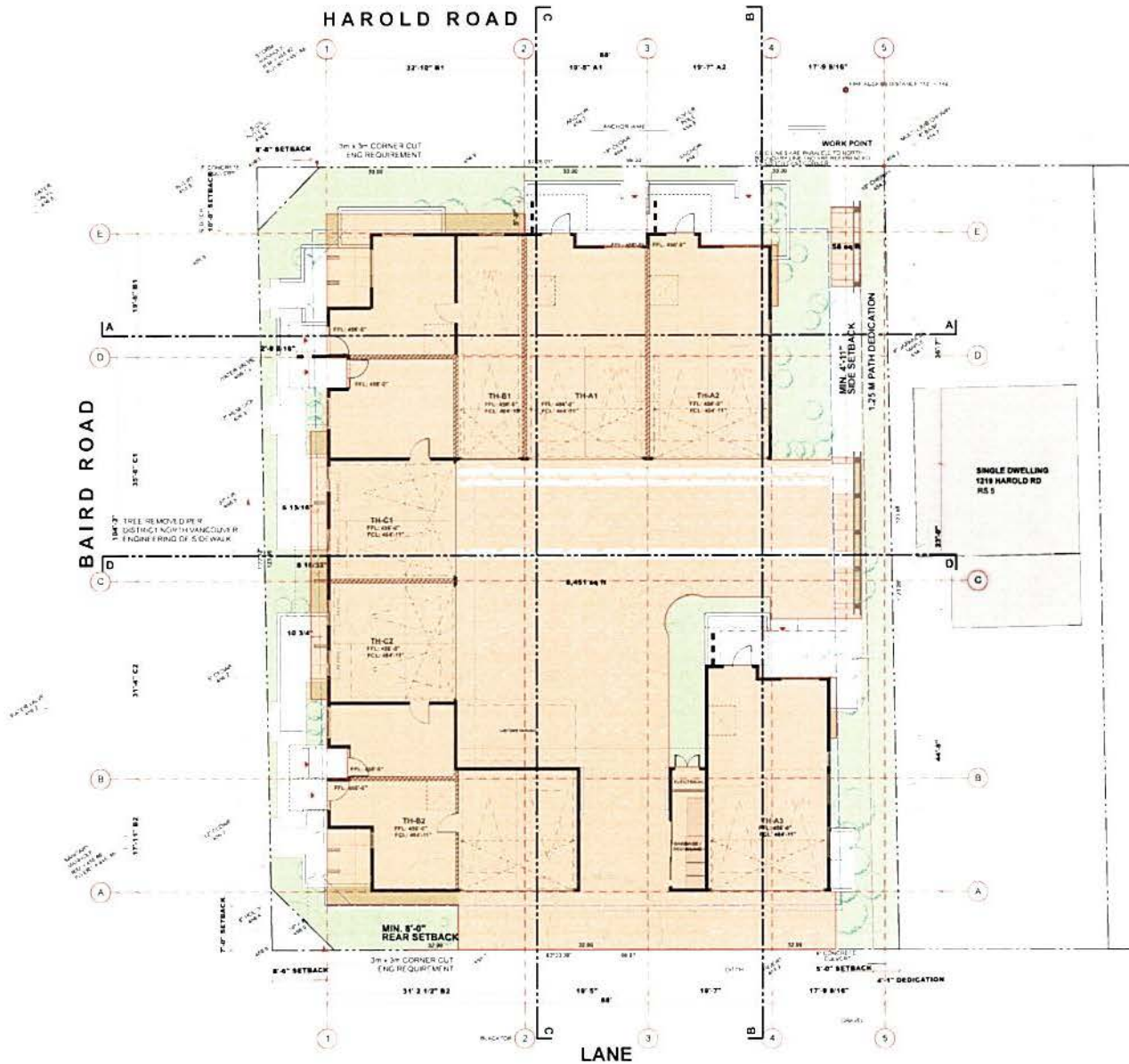
Mar 21 3PM



Sept 21 3PM

MULTI-RESIDENTIAL  
3175 BAIRD RD  
CO S1

MULTI-RESIDENTIAL  
3175 BAIRD RD  
CO S1



**ia**  
INTEGRA ARCHITECTURE INC.  
416 WEST PENDER STREET  
VANCOUVER, BC V6B 1T5  
T 604 688 4220 F 604 688 4270  
info@integrarch.com  
www.integrarch.com

DP30.14 L



BRODY DEVELOPMENT  
(A&C) LTD

COVO RESIDENTIAL  
DEVELOPMENT

1203 HAROLD RD  
NORTH VANCOUVER, BC

1st Storey - Site  
Coverage

13325

1/8" = 1'-0"

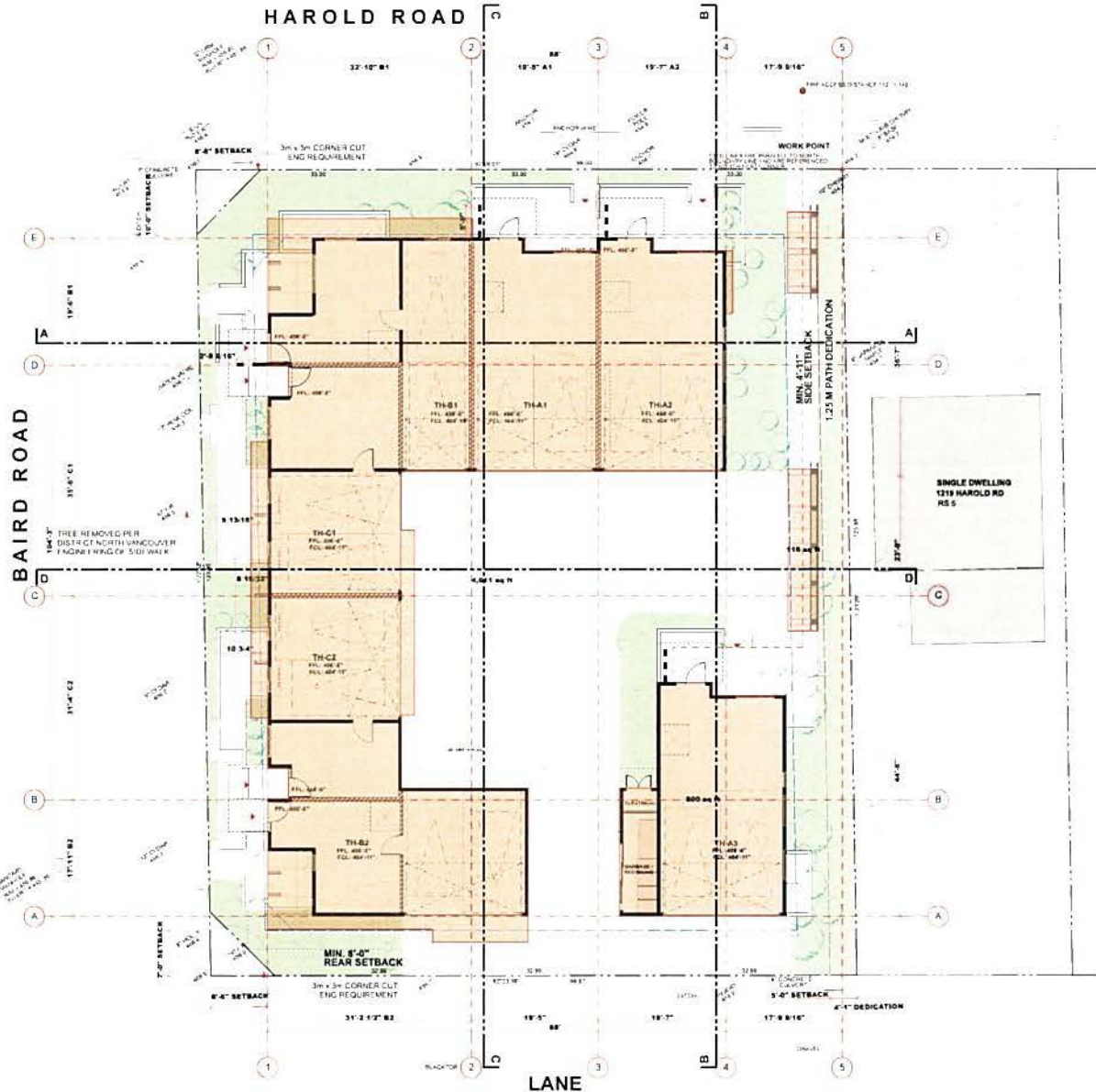
SEPT 23, 2015

Issue 06 - DP Resubmit

A-8.5



HAROLD ROAD



LANE



INTEGRA ARCHITECTURE INC.

416 WEST PENDER STREET  
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info@integrate-arch.com  
www.integrate-arch.com

DP30.14 M



BRODY DEVELOPMENT  
(A&C) LTD

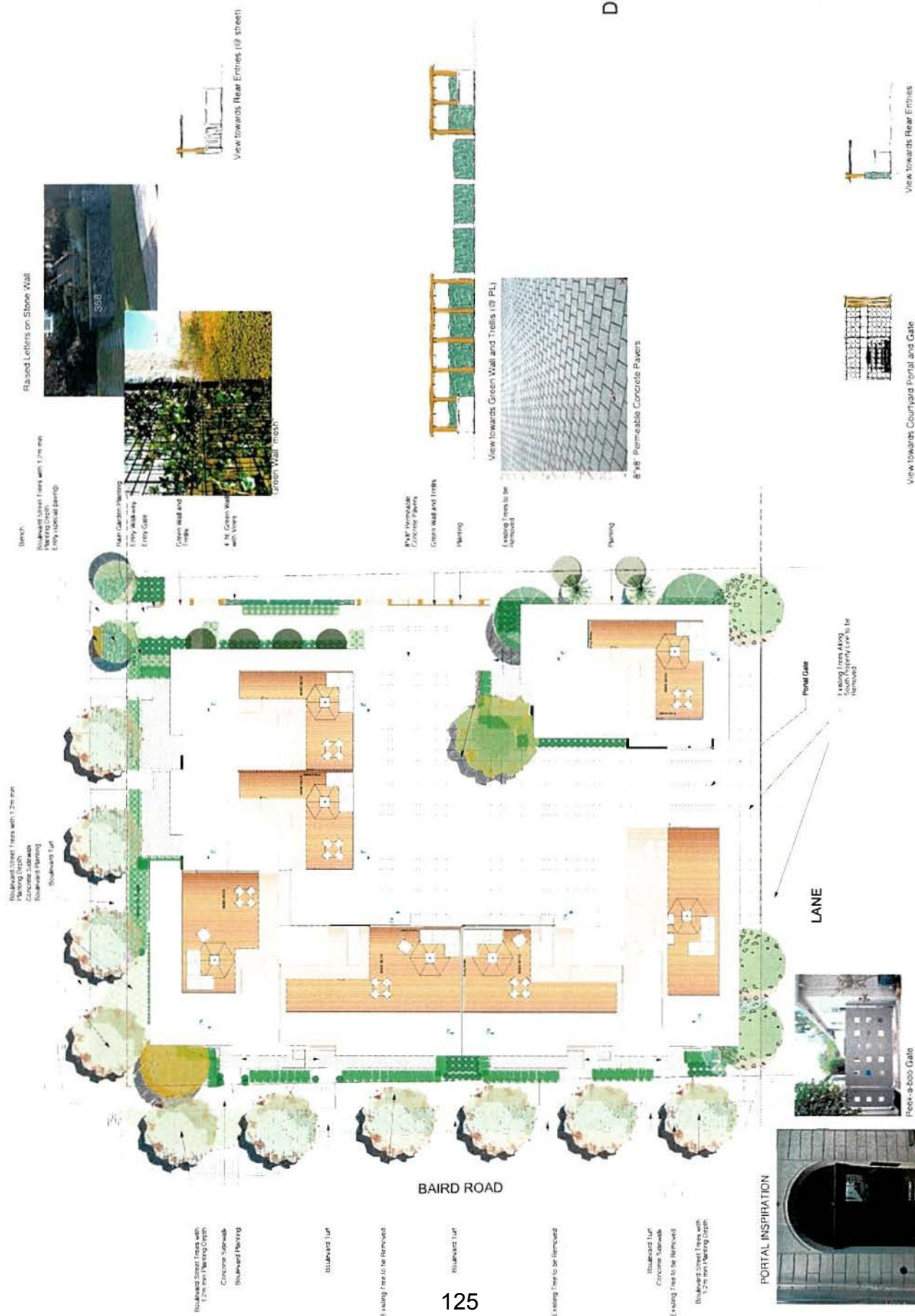
COVO RESIDENTIAL  
DEVELOPMENT

1203 HAROLD ROAD  
NORTH VANCOUVER, BC

1st Storey - Bldg  
Coverage

13321  
1/8" = 1'-0"  
SEPT 23, 2015  
Issue 06 - DP Resubmit

A-8.6



126

Boulevard Turf  
Concrete Sidewalk  
Boulevard Street 1 new section  
1 2m plan Painting Design  
Painting





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AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>Nov 9, 2015</u>
<input type="checkbox"/> Workshop (open to public)	Date: _____

 Dept. Manager	 Director	 CAO
---	---	--

9.3

## The District of North Vancouver REPORT TO COUNCIL

July 7, 2015  
File: 08.3060.20/048.14

**AUTHOR:** Linda Brick, Deputy Municipal Clerk

**SUBJECT:** Bylaws 8101, 8102 and 8112: 1241-1289 East 27<sup>th</sup> Street – Mountain Court

---

### RECOMMENDATION:

THAT "District of North Vancouver Rezoning Bylaw 1324 (Bylaw 8101)" is ADOPTED;  
AND THAT "Housing Agreement Bylaw 8102, 2014 (1200 Block East 27<sup>th</sup> St.)" is ADOPTED;  
AND THAT "Housing Agreement Bylaw 8112, 2015 (1200 Block East 27<sup>th</sup> St.) is ADOPTED.

### BACKGROUND:

Bylaws 8101, 8102 and 8112 received First Reading on April 20, 2015. A Public Hearing for Bylaw 8101 was held and closed on June 16, 2015. The bylaws received Second and Third Readings on July 6, 2015.

The bylaws are now ready to be considered for Adoption by Council.

### OPTIONS:

1. Adopt the bylaws;
2. Abandon the bylaws at Third Reading; or,
3. Rescind Third Reading and debate possible amendments to the bylaws.


Respectfully submitted,



Linda Brick  
Deputy Municipal Clerk

**Attachments:**

- District of North Vancouver Rezoning Bylaw 1324 (Bylaw 8101)
- Housing Agreement Bylaw 8102, 2014 (1200 Block East 27<sup>th</sup> St.)
- Housing Agreement Bylaw 8112, 2015 (1200 Block East 27<sup>th</sup> St.)
- Staff Report – June 26, 2015

<b>REVIEWED WITH:</b>		
<div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Sustainable Community Dev.</div><div><input checked="" type="checkbox"/> Development Services</div><div><input type="checkbox"/> Utilities</div><div><input type="checkbox"/> Engineering Operations</div><div><input type="checkbox"/> Parks &amp; Environment</div><div><input type="checkbox"/> Economic Development</div><div><input type="checkbox"/> Human resources</div></div> <div style="width: 20px; text-align: center;"></div>		

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

## **Bylaw 8101**

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

---

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

### **1. Citation**

This bylaw may be cited as “District of North Vancouver Rezoning Bylaw 1324 (Bylaw 8101)”.

### **2. Amendments**

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

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

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

“Comprehensive Development Zone 86                      CD 86”

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

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

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

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

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

#### **4B 86 – 1 Intent**

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

#### **4B 86 – 2 Permitted Uses**

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



a) Uses Permitted Without Conditions:

Not Applicable

b) Conditional Uses:

*Residential use*

**4B 86 – 3 Conditions of Use**

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

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

**4B 86 – 4 Accessory Use**

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

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

**4B 86 – 5 Density**

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

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

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

**4B 86 – 6 Height**

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

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

#### **4B 86 – 7 Setbacks**

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

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

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

#### **4B 86 – 8 Coverage**

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

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

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

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

- a) Parking and loading are required as follows:

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

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

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

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

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

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

**PUBLIC HEARING** held June 16<sup>th</sup>, 2015

**READ** a second time July 6<sup>th</sup>, 2015

**READ** a third time July 6<sup>th</sup>, 2015

**ADOPTED**

\_\_\_\_\_  
Mayor

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

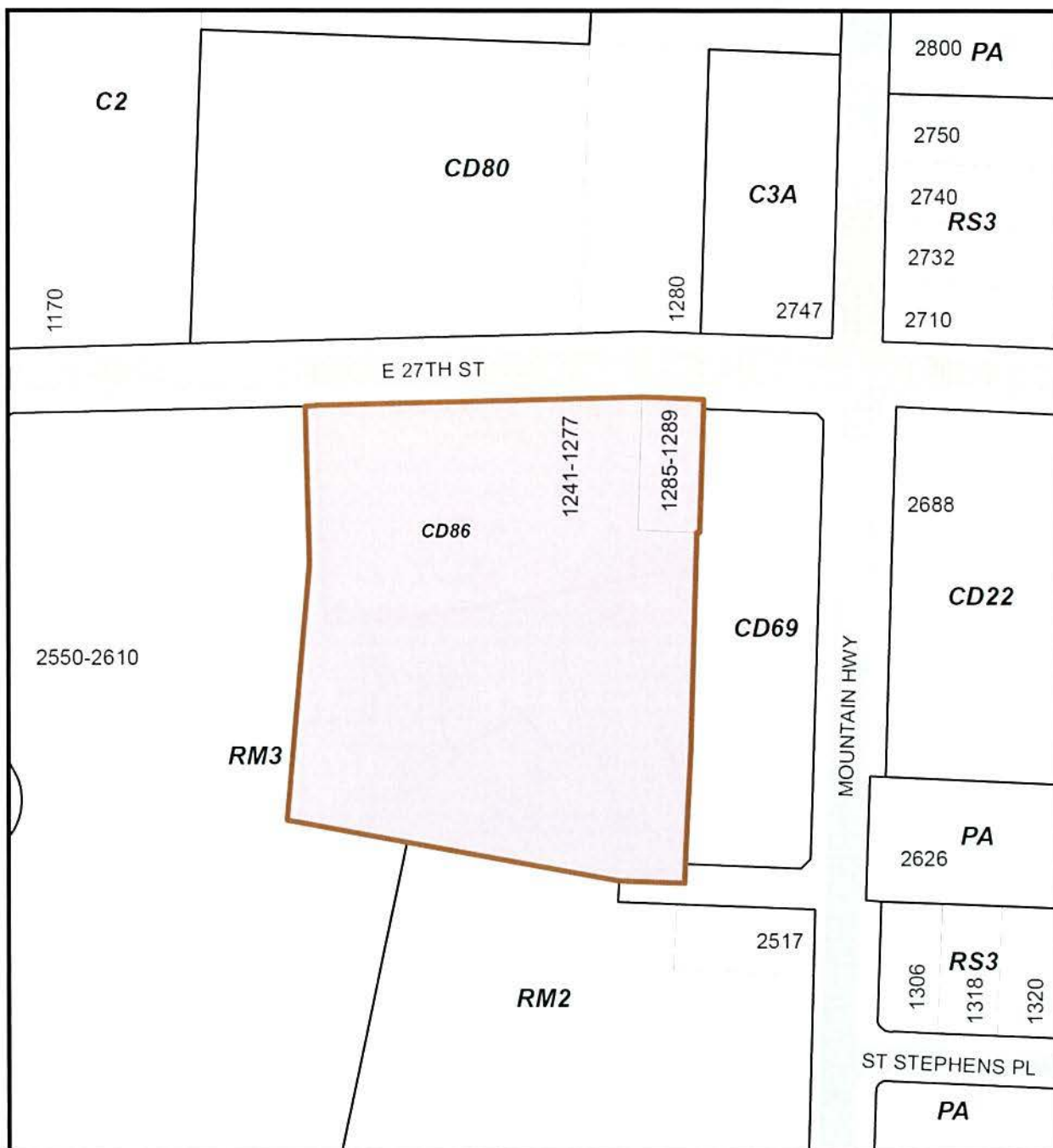
Certified a true copy

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

# Schedule A to Bylaw 8101

## Bylaw 8101

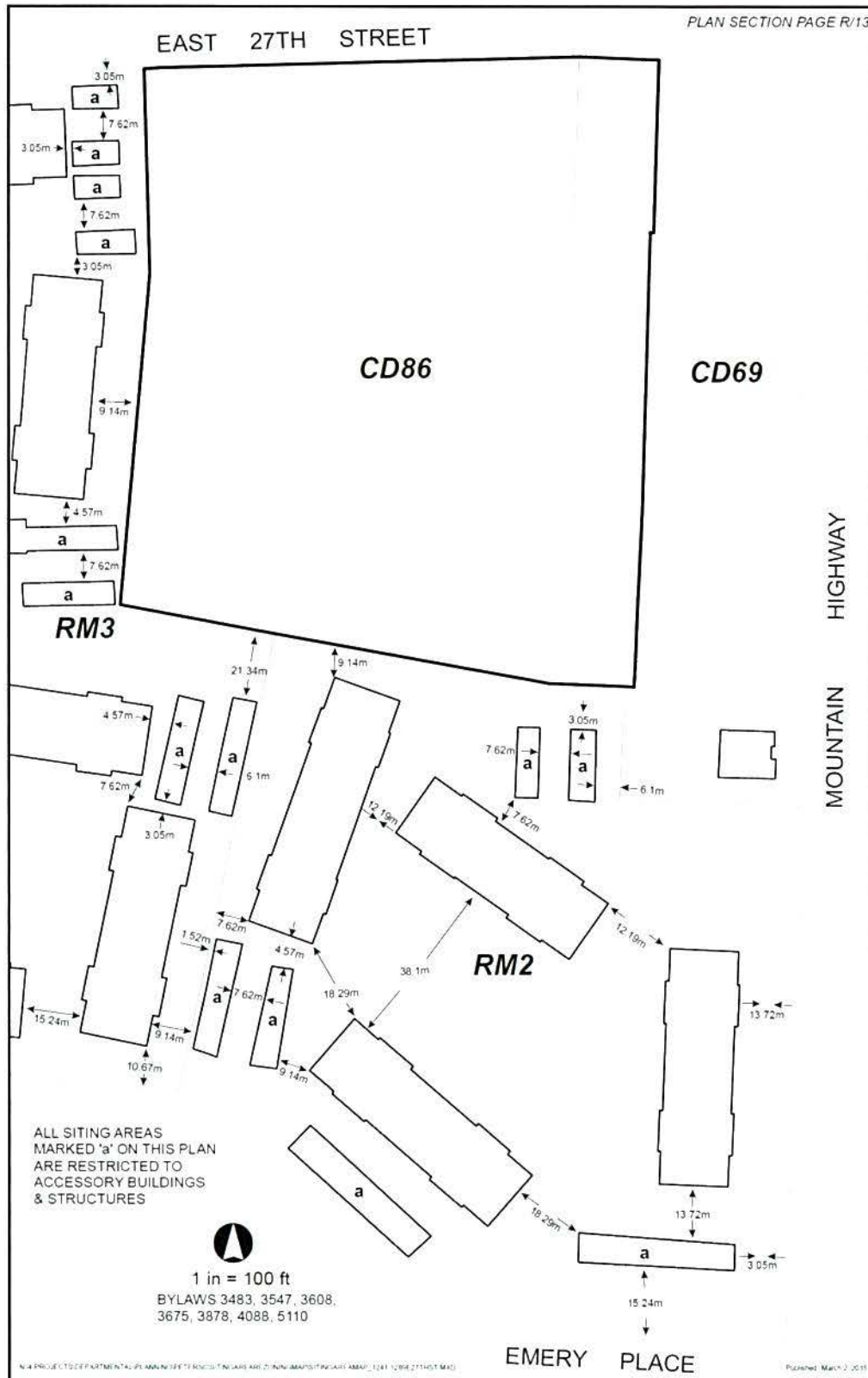
The District of North Vancouver Rezoning Bylaw 1324 (Bylaw 8101)



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



# Schedule B to Bylaw 8101





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

## **Bylaw 8102**

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

---

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

### **1. Citation**

This bylaw may be cited as "Housing Agreement Bylaw 8102, 2014 (1200 Block East 27<sup>th</sup> St.)".

### **2. Authorization to Enter into Agreement**

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

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

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

### **3. Execution of Documents**

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

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

**READ** a second time July 6<sup>th</sup>, 2015

**READ** a third time July 6<sup>th</sup>, 2015

**ADOPTED**

---

Mayor

---

Municipal Clerk

Certified a true copy

---

Municipal Clerk

PLAN EPP.

BCGS 92G.035

SCALE 1 : 500

THE INTENDED PLOT SCALE OF THIS PLAN IS 1" = 100' -  
A MEASURE OF 4 1/2" ON A REPRODUCTION OF THIS PLAN  
EQUATES AT A SCALE OF 1" = 50'

INTEGRATED SURVEY AREA NO 16  
DISTRICT OF NORTH VANCOUVER NAD83(CRPS)

AND REACTIONS ARE DERIVED FROM OBSERVATIONS IN THESE SYSTEMS TO CONTROL MONUMENTS 75-1234 AND 8155.

THE PLANE SHOWS HORIZONTAL GROUND-LEVEL DISTANCES, WHICH INCREASE SPEEDED TO COMPLY WITH DISTANCES, AND THEN GROUND-LEVEL DISTANCES BY THE AVERAGE COMPRESSION FACTOR OF 0.88, WHICH HAS BEEN DERIVED FROM ORDER TO CORRECT MOVEMENTS 7.94, 2.94 AND 1.95.

**LEGEND**

FDAC 1143

- |   |                          |
|---|--------------------------|
| ▲ | 26.5075-26.7075 M/M, M/S |
| ■ | 26.5075-26.7075 M/S      |
| ● | 26.5075-26.7075 M/S      |
| ▲ | 26.5075-26.7075 M/S      |
| ■ | 26.5075-26.7075 M/S      |

NOTE: THIS PLAN SAMPLE WAS PREPARED BY THE  
BUREAU AND IS NOT TO BE USED FOR OTHER PURPOSES.



DRAFT OCTOBER 30, 2014

This plan lies within the jurisdiction of the approving  
officer for the district of North Vancouver.

THE FIELD SURVEY REPRESENTED ON THIS PLAN WAS  
COMPLETED ON THE 11<sup>TH</sup> DAY OF \_\_\_\_\_ 2018  
DATE SURVEYOR SIGNS (SEE):  
EDR \_\_\_\_\_

THIS PLAN LIES WITHIN THE GREATER VANCOUVER REGIONAL DISTRICT

**Schedule A to Bylaw 8102**

## Schedule B to Bylaw 8102

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

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

BETWEEN:

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

(the "**Owner**")

AND:

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

(the "**District**")

RECITALS:

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

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

1. **USE**

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

2. **DEFINITIONS**

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

3. **RENTAL ACCOMODATION**

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

- (d) Any Strata Corporation bylaw which prevents, restricts or abridges the right to use any of the Units as rental accommodations shall have no force or effect.
- (e) The Strata Corporation shall not pass any bylaws preventing, restricting or abridging the use of the Land, the Proposed Development or the Units contained therein from time to time as rental accommodation.
- (f) No Unit Owner, nor any tenant or mortgagee thereof, shall vote for any strata corporation bylaw purporting to prevent, restrict or abridge the use of the Land, the Proposed Development and the units contained therein from time to time as rental accommodation.
- (g) The Owner will provide notice of this Agreement to any person or persons intending to purchase a Unit prior to any such person entering into an agreement of purchase and sale, agreement for sale, or option or similar right to purchase as part of the Disclosure Statement.

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

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



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

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

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

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

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

#### **Assumption Agreement**

- END OF DOCUMENT -

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

## **Bylaw 8112**

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

---

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

### **1. Citation**

This bylaw may be cited as "Housing Agreement Bylaw 8112, 2015 (1200 Block East 27<sup>th</sup> St.)".

### **2. Authorization to Enter into Agreement**

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

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

### **3. Execution of Documents**

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

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

**READ** a second time July 6<sup>th</sup>, 2015

**READ** a third time July 6<sup>th</sup>, 2015

**ADOPTED**

\_\_\_\_\_  
Mayor

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

Certified a true copy

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

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

BCGS 92G.035

SCALE 1 : 500 (DISTANCES ARE IN METERS)

THE INTENDED BEST SCALE OF THIS PLAN IS METRIC.  
IN WHICH THE DISTANCE IS IN METERS. DISTANCES  
PLOTTED AT A SCALE OF 1:500.

INTEGRATED SURVEY AREA NO.16  
DISTRICT OF NORTH VANCOUVER NAD83(CSRS)

GRID BEARINGS ARE DERIVED FROM OBSERVATIONS BETWEEN GEODETIC  
CONTROL MONUMENTS TSH224 AND 8453.

THIS PLAN SHOWS HORIZONTAL DISTANCES UNLESS  
OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES, MULTIPLY  
GROUND LEVEL DISTANCES BY THE AVERAGE CORRECTION FACTOR OF  
LAPSE RATE WHICH HAS BEEN DERIVED FROM GEODETIC CONTROL  
MONUMENTS TSH224 AND 8453.

**LEGEND**

**FOUND PLACES**

- ▲ GEODETIC CONTROL MONUMENT
- GEODETIC LEAD PLUS
- GEODETIC MONUMENT
- △ GEODETIC MID-TRANS
- △ GEODETIC MID-TRANS

NOTE: THIS PLAN SHOWS ONE OR MORE INTERESTED PARTIES  
WHICH ARE NOT SET ON THE TRUE COMPASS.



**DRAFT OCTOBER 30, 2014**

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

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS  
COMPLETED ON THE 14th DAY OF 2014  
DARY SANDWICK, B.C.S. (133)

THIS PLAN LIES WITHIN THE GREATER VANCOUVER REGIONAL DISTRICT

PLAN EPP

EAST 27th STREET

MOUNTAIN HIGHWAY

LOT 1  
0 723 m

FUTURE  
AIR SPACE PARCEL

LOT 2  
0 591 m

DL 2022

ROAD  
0 359 m

LANE

ST. STEPHEN'S PLACE

BUTLER  
SANDWICK

4 - 1000 24th Ave  
Vancouver, BC V6N 3S4  
Tel: 604-275-1111  
Fax: 604-275-1111

Schedule A to Bylaw 8112



## Schedule B to Bylaw 8112

### SECTION 219 COVENANT – HOUSING AGREEMENT

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

BETWEEN:

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

(the "Owner")

AND:

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

(the "District")

WHEREAS:

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

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

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

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

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

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

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

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

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



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

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

18. **Notice** - Any notice, request or demand required or permitted to be given hereunder will be sufficiently given only if personally delivered (including by nationally recognized courier, with signature obtained upon delivery) or mailed by prepaid registered post as follows:
- (a) to the District at:  
  
355 West Queens Street  
North Vancouver, BC V7N 4N5  
  
Attention: Director, Planning Permits and Bylaws
  - (b) to the Owner at:  
  
Polygon Development 251 Ltd.  
900 – 1333 West Broadway, Vancouver, BC V6H 4C2  
Attention: Vice President Development
  - (c) to the Rental Building Mortgage mortgagee, if notice was provided to the District of a Rental Building Mortgage:  
  
to the address shown on the mortgage

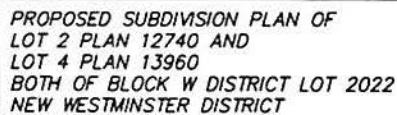
Any notice sent by registered mail will be deemed to have been received four business days after the date of mailing, and any notice delivered personally will be deemed to have been received on the date of actual delivery if delivered before 4:00 p.m. on a business day and otherwise on the next business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

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

26. **Agreement for Benefit of District Only** – The Owner and the District agree that:
- (a) this Agreement is entered into only for the benefit of the District;
  - (b) this Agreement is not intended to protect the interests of the Owner, any tenant, or any future owner, lessee, occupier or user of the property, Lot 2 or the building or any portion thereof, including any Suite; and
  - (c) the District may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.
27. **Limitation on Owner's Obligations** - The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of Lot 2.
28. **Further Acts** - The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
29. **Joint Obligations of Owner** - If two or more persons execute this Agreement as Owner, the liability of each such person to observe and perform all of the Owner's obligations pursuant to this Agreement will be deemed to be joint and several.
30. **Severance** - If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force and unaffected by that holding or by the severance of that part.
31. **No Joint Ventureship** - Nothing in this Agreement shall constitute the Owner as the agent, joint venturer or partner of the District or give the Owner any authority or power to bind the District in any way.
32. **Amendment** - This Agreement may be amended from time to time by agreement between the Owner and the District. Except as otherwise expressly provided in this Agreement, the amendment agreement must be by an instrument in writing duly executed by the Owner and the District.
33. **Deed and Contract** - By executing and delivering this Agreement each of the parties intends to create both a new contract and a deed of covenant executed and delivered under seal.

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

## SKETCH PLAN



BCGS 92G.035

SCALE 1 : 500

70. A TIGER 25.75 cm and 10.75 cm in 2000 mm  
in 1979 25.75 mm in 1979 25.75 mm  
10.75 mm in 1979 25.75 mm

INTEGRATED SURVEY AREA NO 16

DISTRICT OF NORTH VANCOUVER NA083(CSR5)

OPC RECORDS ARE DERIVED FROM INFORMATION OF THE UNITED STATES GOVERNMENT. (S) (U) (C) (E) (X)

THIS PLAN SHOWS HORIZONTAL GROUND LEVEL DISTANCES UNLESS OTHERWISE SPECIFIED. TO COMPUTE AIR DISTANCES, MULTIPLY GROUND LEVEL DISTANCES BY THE AVERAGE CORRECTION FACTOR OF 0.99997, WHICH HAS BEEN DERIVED FROM DATA ON CONCRETE MOVEMENT, TIDES, AND EARTH.

**LEGEND**

FOLIO 9422

- ▲ 2015年12月10日(星期三)
- 2015年12月10日(星期三)
- 2015年12月10日(星期三)
- △ 2015年12月10日(星期三)
- ※ 2015年12月10日(星期三)

NOTE: THIS PLAN INCLUDES ONE OR MORE WITNESSES FOR THE  
SIGNATURE AND ADDRESS OF THE TESTATOR.



DRAFT OCTOBER 30, 2014

THIS PLAN LIES WITHIN THE JURISDICTION OF THE APPROPRIATE OFFICER FOR THE DISTRICT OF NORTH VAN COAST

THE 2020 SURVEY REPRESENTED BY THIS PLAN WAS COMPLETED ON THE 14th DAY OF 2024.

EAST 27th STREET

PLAN EPP.

MOUNTAIN HIGHWAY

FUTURE  
AIR SPACE PARCEL

LOT 1  
0.723 ac

DL 2022

8'

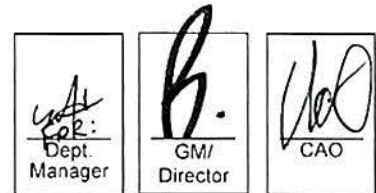
LANE

ST. STEPHEN'S  
PLACE

BUTLER  
SLONOVICH

4. 1997-1998 年 4 月  
 5. 1997-1998 年 4 月  
 6. 1997-1998 年 4 月

AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>JULY 6, 2015</u>
<input type="checkbox"/> Workshop (open to public)	Date: _____



## The District of North Vancouver REPORT TO COUNCIL

June 26, 2015  
File: 08.3060.20/048.14

**AUTHORS:** Linda Brick, Deputy Municipal Clerk and Casey Peters, Planner

**SUBJECT:** Bylaws 8101, 8102 and 8112: 1241 - 1289 East 27th Street- Mountain Court Rezoning Application

---

**RECOMMENDATION:**

THAT "District of North Vancouver Rezoning Bylaw 1324 (Bylaw 8101)" is given SECOND and THIRD Readings;

AND THAT "Housing Agreement Bylaw 8102, 2014 (1200 Block East 27<sup>th</sup> St.)" is given SECOND and THIRD Readings;

AND THAT "Housing Agreement Bylaw 8112, 2015 (1200 Block East 27<sup>th</sup> St.)" is given SECOND and THIRD Readings.

**REASON FOR REPORT:**

Bylaws 8101, 8102 and 8112 received First Reading on April 20, 2015. A Public Hearing for Bylaw 8101 was held and closed on June 16, 2015.

At the Public Hearing Council directed staff to report to Council prior to consideration of Second Reading with responses to the Public Hearing comments submitted by Mr. Don Peters. Council further requested that the issue of affordability be included in the report.

Several residents spoke at the Public Hearing regarding the loss of affordable rental units. Staff have discussed several options with Polygon Development 251 Ltd as outlined below.

Polygon has proposed an improved Tenant Compensation and Relocation package as follows:

1. Polygon will provide a minimum of 6 months' notice to vacate after the Zoning is adopted and a demolition permit issued. No tenants will be required to vacate prior to June 30, 2016 allowing school aged children to complete their school year.



**SUBJECT: Bylaws 8101, 8102 and 8112: 1241 - 1289 East 27th Street- Mountain Court Rezoning Application**

June 26, 2015

Page 2

2. All residents who have been tenants at Mountain Court prior to July 1, 2014 are eligible for the following Tenant Compensation/ Relocation program (as presented at the Public Hearing):

- One months' free rent as required by the Residential Tenancy Act;
- One additional months' rent provided by Polygon;
- A residency bonus equal to:
  - \$20 per month for years 1-5;
  - \$30 per month for years 6-10; and
  - \$40 per month for greater than 10 years.

3. Residents may vacate their units up to 3 months prior to the end of the notice period and still be eligible for the compensation package.

4. Polygon will provide a relocation liaison person (available 3 days a week after notice has been given) to assist Mountain Court residents with locating alternative accommodation in the area. Polygon has provided letters from the adjacent rental properties (Mountain Village and Evergreen House) to ensure Mountain Court residents have notice of any available rentals in these developments.

5. Polygon will provide Mountain Court residents the first right to rent units in the new rental building, based on their seniority at Mountain Court.

6. A purchase discount of \$5000 will be provided to residents of Mountain Court if they choose to purchase strata units in the new development.

This revised Tenant Compensation and Relocation package will be appropriately secured in advance of any consideration of Rezoning Bylaw adoption.

Other affordable housing options (such as a rental subsidy program or a contribution to the District's Affordable Housing Fund) were reviewed with the applicant, but would require additional height in the development. The Bylaw Introduction Report and Public Hearing presentation referenced the development as complying with Lynn Valley Flexible Planning Framework which envisions this site for five storey buildings. An amended proposal for more height would be contrary to that framework, and any revised design with buildings exceeding five storeys would require new bylaws and a new Public Hearing.

**SUBJECT: Bylaws 8101, 8102 and 8112: 1241 - 1289 East 27th Street- Mountain Court Rezoning Application**

June 26, 2015

Page 3

At the Public Hearing on June 16, 2015 Mr. Don Peters presented several suggestions for Council consideration to include an affordability component in this and future projects:

- That 15% of the 75 rental units (10-12 units) be required to have rents set at no more than 20% above current rents. This proposal would include an income eligibility requirement and the reduced rents could apply for 3 years;
- That the District grant the owners of the reduced rent units property tax relief commensurate with the rent differential (for the same 3 year period);
- That the District direct 30% of the Community Amenity Contribution towards addressing affordability; and
- That the District define a number of the rental units where rent is geared to the median District income.


While the suggestions do not assist existing tenants at Mountain Court, they are worth exploring for the "Green Paper" on housing affordability options requested by Council at its meeting of June 15, 2015. Staff will review these items and report to Council at a later date.

The bylaws are now ready to be considered for Second and Third Readings by Council.

**Options:**

- 1) Give the bylaws Second and Third Readings; or,
- 2) Give no further Readings to the bylaws and abandon the bylaws at First Reading.

Respectfully submitted,



Linda Brick  
Deputy Municipal Clerk



For: Casey Peters  
Community Planner

**Attachments:**

- A. District of North Vancouver Rezoning Bylaw 1324 (Bylaw 8101)
- B. Housing Agreement Bylaw 8102, 2014 (1200 Block East 27<sup>th</sup> St.)
- C. Housing Agreement Bylaw 8112, 2015 (1200 Block East 27<sup>th</sup> St.)
- D. Public Hearing Minutes – June 16, 2015
- E. Staff Report – dated April 2, 2015

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	<input type="checkbox"/> ITS	<input type="checkbox"/> Recreation Com.
<input type="checkbox"/> Environment	<input type="checkbox"/> Solicitor	<input type="checkbox"/> Museum & Arch.
<input type="checkbox"/> Facilities	<input type="checkbox"/> GIS	<input type="checkbox"/> Other:
<input type="checkbox"/> Human Resources		

## The Corporation of the District of North Vancouver

### Bylaw 8101

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

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

#### 1. Citation

This bylaw may be cited as "District of North Vancouver Rezoning Bylaw 1324 (Bylaw 8101)".

#### 2. Amendments

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

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

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

"Comprehensive Development Zone 86                      CD 86"

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

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

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

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

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

#### **4B 86 – 1 Intent**

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

#### **4B 86 – 2 Permitted Uses**

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



a) Uses Permitted Without Conditions:

Not Applicable

b) Conditional Uses:

*Residential use*

**4B 86 – 3 Conditions of Use**

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

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

**4B 86 – 4 Accessory Use**

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

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

**4B 86 – 5 Density**

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

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

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

**4B 86 – 6 Height**

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

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

#### **4B 86 – 7 Setbacks**

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

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

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

#### **4B 86 – 8 Coverage**

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

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

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

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

- a) Parking and loading are required as follows:

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



- b) Bicycle storage for residents shall be provided on the basis of one space per unit.
  - c) Except as specifically provided in 4B86-10 (a) and (b), Parking and Loading shall be provided in accordance with Part 10 of this Bylaw."
- D. The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from Multiple Family Zone 3 (RM3) to Comprehensive Development Zone CD 86.
- E. The Siting Area Map section is amended by deleting Plan Section R/13 and replacing it with the revised Plan Section R/13 attached in Schedule B.

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

**PUBLIC HEARING** held June 16<sup>th</sup>, 2015

**READ** a second time

**READ** a third time

**ADOPTED**

\_\_\_\_\_  
Mayor

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

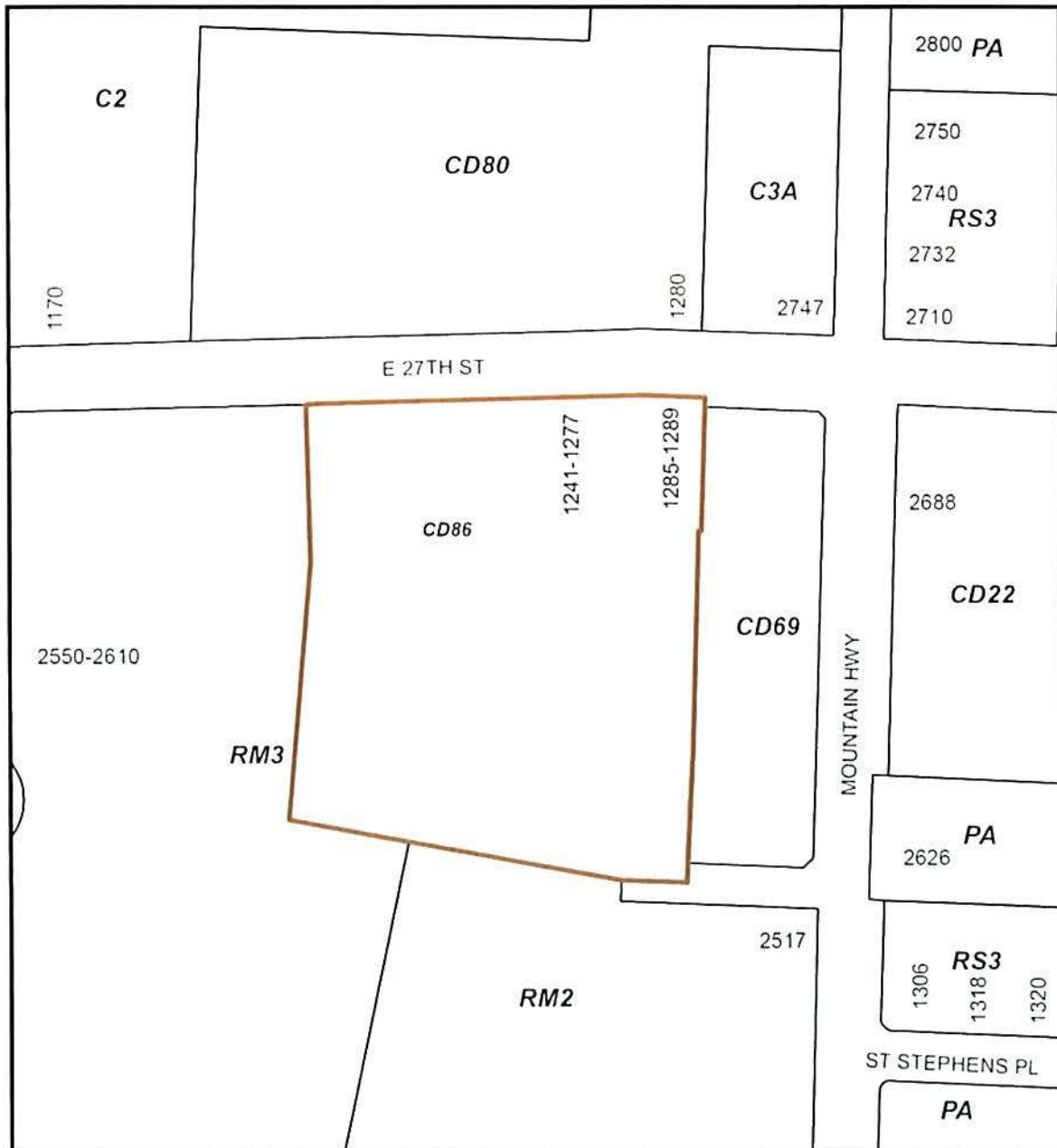
Certified a true copy

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

# Schedule A to Bylaw 8101

## Bylaw 8101

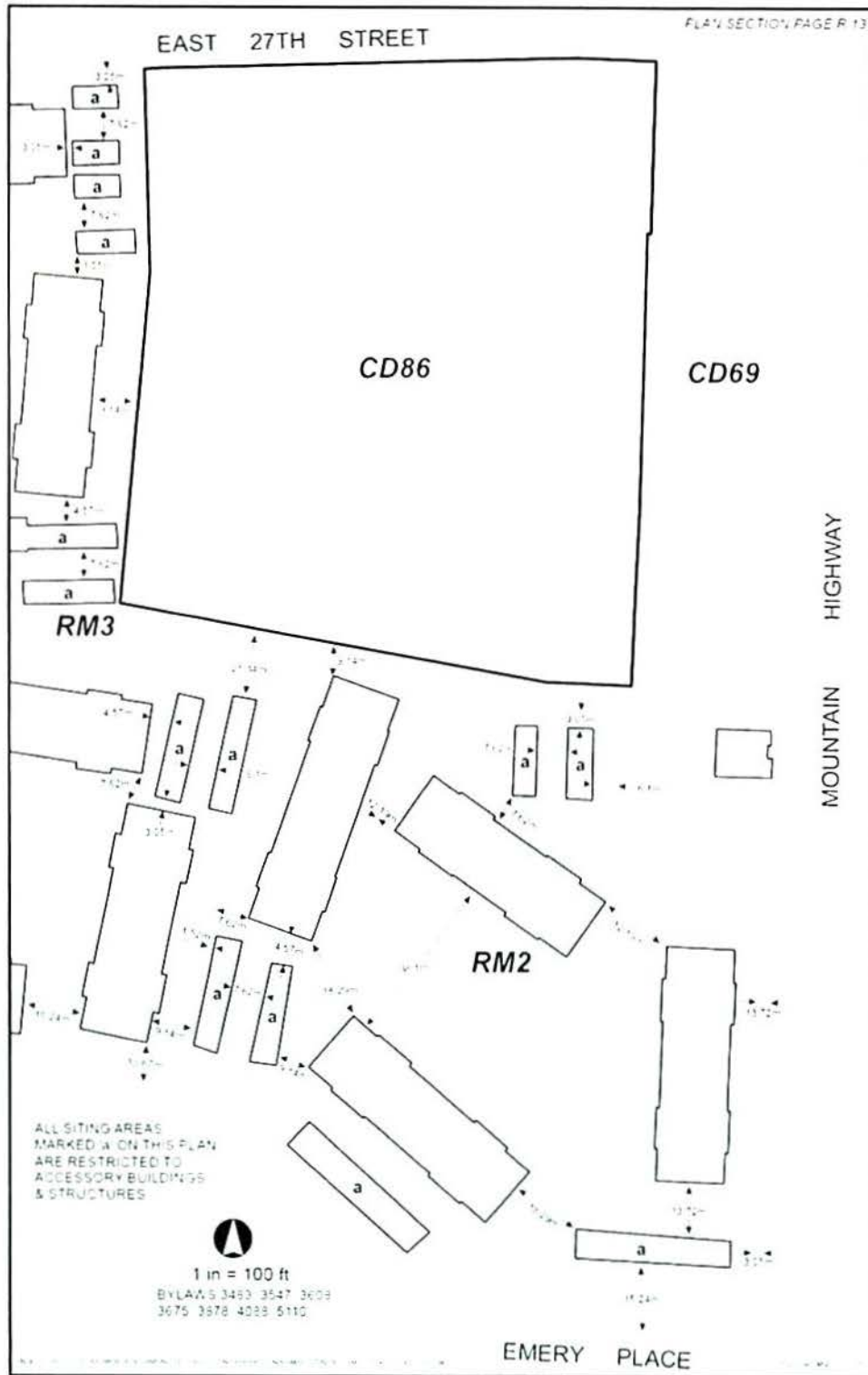
The District of North Vancouver Rezoning Bylaw 1324 (Bylaw 8101)



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



# Schedule B to Bylaw 8101



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

**Bylaw 8102**

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

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

**1. Citation**

This bylaw may be cited as "Housing Agreement Bylaw 8102, 2014 (1200 Block East 27<sup>th</sup> St.)".

**2. Authorization to Enter into Agreement**

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

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

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

**3. Execution of Documents**

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

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

**READ** a second time

**READ** a third time

**ADOPTED**

\_\_\_\_\_  
Mayor

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

Certified a true copy

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

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

PLAN EPP

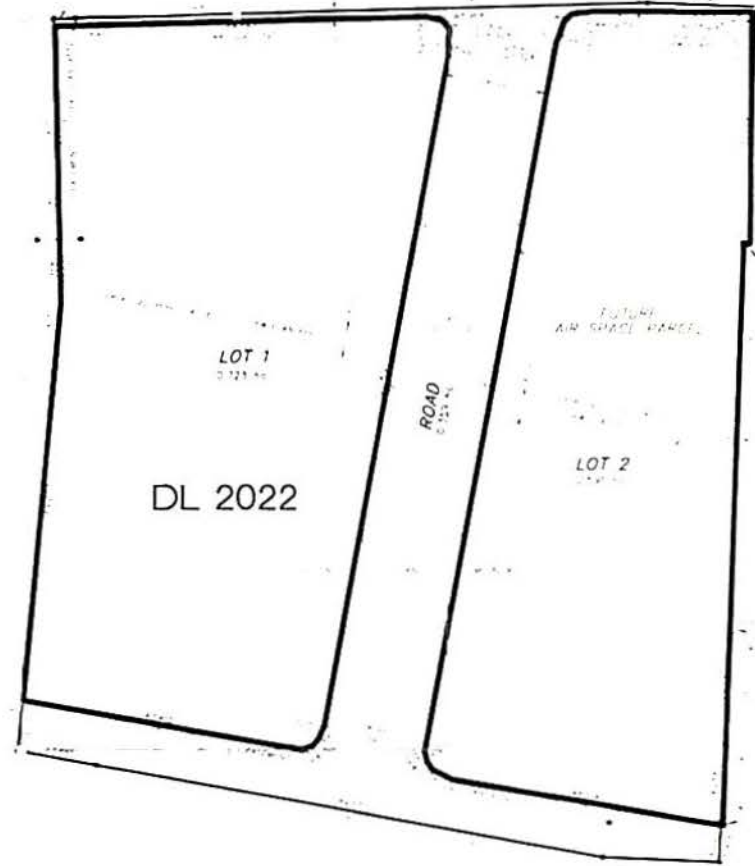
EAST 27th STREET

BCGS 92G.035

SCALE 1" = 500'

INTEGRATED SURVEY AREA NOTE  
 DISTRICT OF NORTH VANCOUVER (NAD83/CSRS)

LEGEND



DRAFT OCTOBER 30, 2014

THIS PLAN LIES WITHIN THE GREATER VANCOUVER REGIONAL DISTRICT

Schedule A to Bylaw 8102



## Schedule B to Bylaw 8102

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

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

BETWEEN:

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

(the "**Owner**")

AND:

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

(the "**District**")

RECITALS:

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

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

1. **USE**

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

2. **DEFINITIONS**

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

3. **RENTAL ACCOMODATION**

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



- (d) Any Strata Corporation bylaw which prevents, restricts or abridges the right to use any of the Units as rental accommodations shall have no force or effect.
- (e) The Strata Corporation shall not pass any bylaws preventing, restricting or abridging the use of the Land, the Proposed Development or the Units contained therein from time to time as rental accommodation.
- (f) No Unit Owner, nor any tenant or mortgagee thereof, shall vote for any strata corporation bylaw purporting to prevent, restrict or abridge the use of the Land, the Proposed Development and the units contained therein from time to time as rental accommodation.
- (g) The Owner will provide notice of this Agreement to any person or persons intending to purchase a Unit prior to any such person entering into an agreement of purchase and sale, agreement for sale, or option or similar right to purchase as part of the Disclosure Statement.

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

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

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



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



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

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

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

#### **Assumption Agreement**

- END OF DOCUMENT -

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

**Bylaw 8112**

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

---

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

**1. Citation**

This bylaw may be cited as "Housing Agreement Bylaw 8112, 2015 (1200 Block East 27<sup>th</sup> St.)".

**2. Authorization to Enter into Agreement**

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

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

**3. Execution of Documents**

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

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

**READ** a second time

**READ** a third time

**ADOPTED**

---

Mayor

---

Municipal Clerk

Certified a true copy

---

Municipal Clerk

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

PLAN EPP

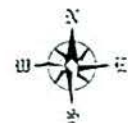
EAST 27th STREET

BCGS 92G.035

SCALE 1 : 500

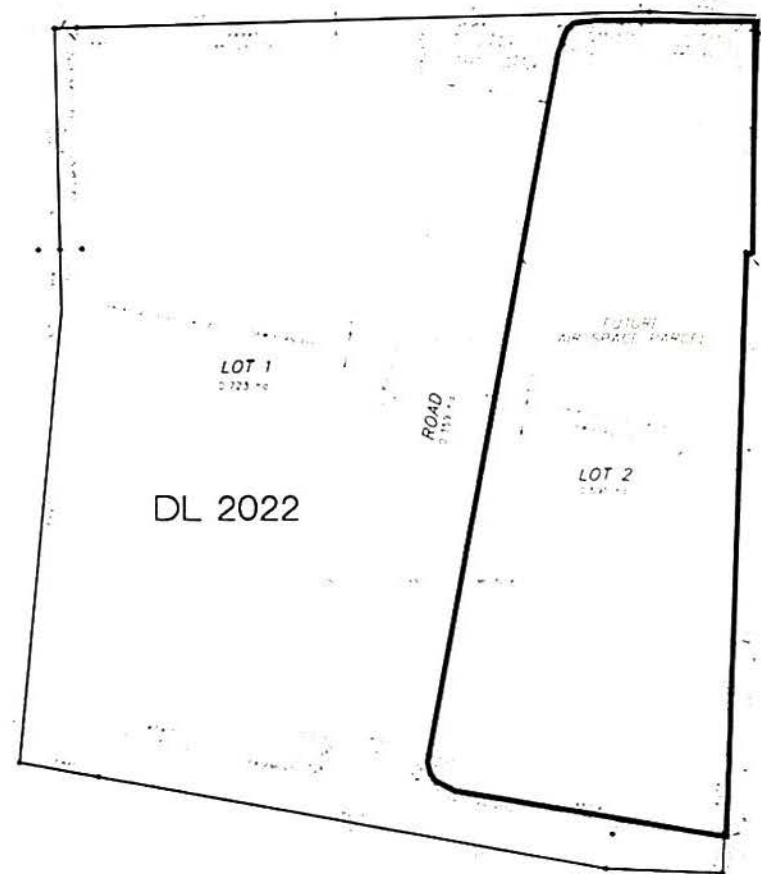
NOTED SURVEY AREA NOTE  
DISTRICT OF NORTH VANCOUVER (NAD83/CRS)

LEGEND



DRAFT OCTOBER 30, 2014

THIS PLAN LIES WITHIN THE GREATER VANCOUVER REGIONAL DISTRICT



MOUNTAIN HIGHWAY

LANE

ST. STEPHEN'S PLACE

OUTER SUNDVICK

Schedule A to Bylaw 8112

## **Schedule B to Bylaw 8112**

### **SECTION 219 COVENANT – HOUSING AGREEMENT**

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

BETWEEN:

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

(the "Owner")

AND:

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

(the "District")

WHEREAS:

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

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



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



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

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

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

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



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

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

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

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

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

355 West Queens Street  
North Vancouver, BC V7N 4N5

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

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

to the address shown on the mortgage

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



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

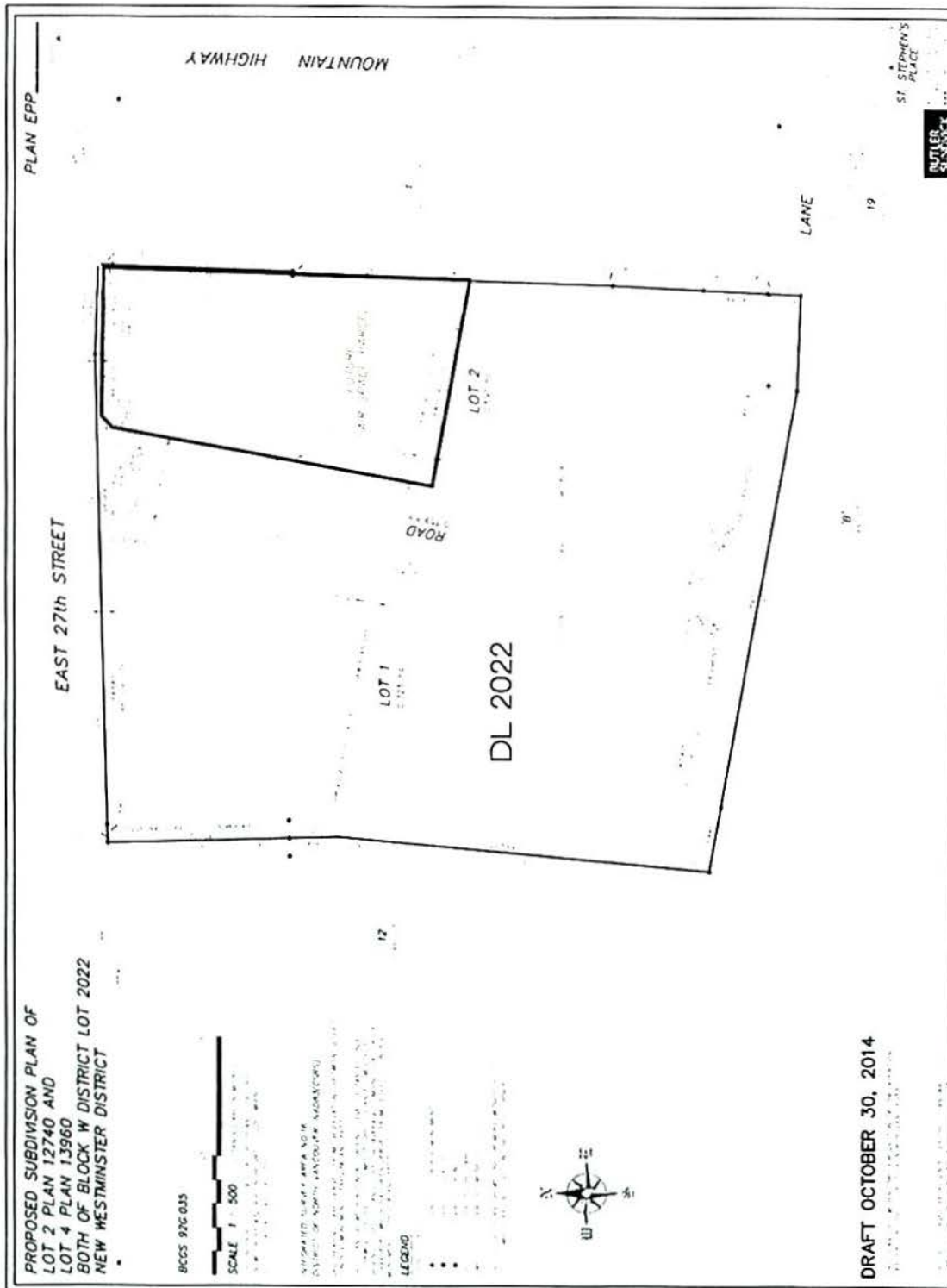


26. **Agreement for Benefit of District Only** – The Owner and the District agree that:
- (a) this Agreement is entered into only for the benefit of the District;
  - (b) this Agreement is not intended to protect the interests of the Owner, any tenant, or any future owner, lessee, occupier or user of the property, Lot 2 or the building or any portion thereof, including any Suite; and
  - (c) the District may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.
27. **Limitation on Owner's Obligations** - The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of Lot 2.
28. **Further Acts** - The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
29. **Joint Obligations of Owner** - If two or more persons execute this Agreement as Owner, the liability of each such person to observe and perform all of the Owner's obligations pursuant to this Agreement will be deemed to be joint and several.
30. **Severance** - If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force and unaffected by that holding or by the severance of that part.
31. **No Joint Ventureship** - Nothing in this Agreement shall constitute the Owner as the agent, joint venturer or partner of the District or give the Owner any authority or power to bind the District in any way.
32. **Amendment** - This Agreement may be amended from time to time by agreement between the Owner and the District. Except as otherwise expressly provided in this Agreement, the amendment agreement must be by an instrument in writing duly executed by the Owner and the District.
33. **Deed and Contract** - By executing and delivering this Agreement each of the parties intends to create both a new contract and a deed of covenant executed and delivered under seal.

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

# Schedule A to Housing Agreement

## SKETCH PLAN



## DISTRICT OF NORTH VANCOUVER PUBLIC HEARING

REPORT of the Public Hearing held in the Council Chambers of the Municipal Hall, 355 West Queens Road, North Vancouver, B.C. on Tuesday, June 16, 2015 commencing at 7:02 p.m.

**Present:** Acting Mayor L. Muri  
Councillor R. Bassam  
Councillor M. Bond  
Councillor J. Hanson  
Councillor R. Hicks  
Councillor D. MacKay-Dunn (7:03 pm)

**Absent:** Mayor R. Walton

**Staff:** Mr. B. Bydwell, General Manager – Planning, Properties & Permits  
Mr. D. Milburn, Deputy General Manager – Planning, Properties & Permits  
Mr. J. Gordon, Municipal Clerk  
Ms. J. Paton, Manager – Development Planning  
Ms. E. Geddes, Section Manager – Transportation  
Ms. C. Drugge, Project Engineer  
Mr. M. Hartford, Planner  
Ms. C. Peters, Planner  
Ms. S. Dale, Confidential Council Clerk

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

*Purpose of Bylaw:*

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

#### 1. OPENING BY THE MAYOR

Acting Mayor Muri welcomed everyone and advised that the purpose of the Public Hearing was to receive input from the community and staff on the proposed bylaw as outlined in the Notice of Public Hearing.

Acting Mayor Muri stated the following:

- All persons who believe that their interest in property is affected by the proposed bylaw will be afforded a reasonable opportunity to be heard and to present written submissions;
- Use the established speakers list. At the end of the speakers list, the Chair may call on speakers from the audience;
- You will have 5 minutes to address Council for a first time. Begin your remarks to Council by stating your name and address;



- After everyone who wishes to speak has spoken once, speakers will then be allowed one additional five minute presentation;
- Any additional presentations will only be allowed at the discretion of the Chair; and,
- All members of the audience are asked to refrain from applause or other expressions of emotion. Council wishes to hear everyone's views in an open and impartial forum.

The Municipal Clerk stated the following:

- Council is here to listen to the public, not to debate the merits of the bylaw;
- The Clerk has a binder containing documents and submissions related to this bylaw which Council has received and which you are welcome to review;
- Everyone at the Hearing will be provided an opportunity to speak. If necessary, we will continue the Hearing on a second night;
- At the conclusion of the public input Council may request further information from staff which may or may not require an extension of the hearing, or Council may close the hearing after which Council should not receive further new information from the public; and,
- This Public Hearing is being streamed live over the internet and recorded in accordance with the Freedom of Information and Protection of Privacy Act.

## **2. INTRODUCTION OF BYLAW BY CLERK**

Mr. James Gordon, Municipal Clerk, introduced the proposed bylaw stating that Bylaw 8101 proposes to amend the Zoning Bylaw to create a new Comprehensive Development Zone (CD86) and rezone the subject site from Multiple Family Zone 3 (RM3) to Comprehensive Development 86 (CD86) to allow the development of four residential apartment buildings.

## **3. PRESENTATION BY STAFF**

Ms. Casey Peters, Planner, provided an overview of the proposal elaborating on the Clerk's introduction.

Ms. Peters advised that:

- Polygon has applied to rezone the Mountain Court multifamily complex to permit the development of four new apartment buildings;
- Three buildings will be strata condominiums and one is rental;
- The proposal is for five storey low rise buildings
- Phase one includes two buildings on the eastern portion of the site, a 75 unit rental building at East 27<sup>th</sup> Street and Library Lane, and a strata building immediately to the south;
- The proposal is in keeping with the Official Community Plan and Lynn Valley Town Centre Flexible Planning Framework;
- The proposal matches the envisioned building form and proposes an overall density of 1.82 FSR which is significantly below the 2.5 limit in the Official Community Plan;
- Phase two is for the two buildings on the west side of Library Lane;
- In total the proposal is for 321 units in 4 buildings;
- There is a mix of units in each building ranging from studio apartments to 3 bedroom units;

- The District's Community Amenity Contribution Policy requires an amenity contribution for projects that include an increase in residential density. In this case, a proforma was reviewed that demonstrated the provision of the rental housing and off-site works resulted in no additional amenity contribution;
- This project's major benefit to the community is the provision of a 75 unit market rental housing building that will remain rental in perpetuity in keeping with the intent of the housing policy;
- Polygon is voluntarily providing \$100,000 towards public art that will be secured prior to adoption of Bylaw 8101;
- The preliminary transportation study prepared by BWW Consulting, notes that there is capacity for further growth, signal timings can be adjusted to optimize conditions, and intersections will operate satisfactorily;
- The project will provide more parking than recommended in the parking policy for town centres; and,
- The applicant has submitted a draft Construction Traffic Mitigation Strategy that has been reviewed by the District's Construction Traffic Management Program Coordinator.

#### 4. PRESENTATION BY APPLICANT

##### **Mr. Hugh Ker, Polygon Homes:**

- Provided history and context of the proposed development;
- Noted that extensive community consultation has taken place and the developer has worked with the community to address their needs;
- Stated that coordination with Bosa's construction schedule will be crucial; and,
- Noted that the proposed development will meet Built Green 'Gold' standards.

##### **Mr. Ray Letkeman, Raymond Letkeman Architecture Ltd.:**

- Advised that improvements to the pedestrian, cycle and vehicle network will include:
  - Widening of East 27<sup>th</sup> Street to accommodate a new separated bike lane;
  - Construction of the new Library Lane, north-south street;
  - Expansion west of the new Mountain Gate, east-west street;
  - A new east-west pedestrian pathway; and,
  - Construction of a public art and water feature at the corner of Library Lane and East 27<sup>th</sup> Street.
- The buildings are oriented to follow the new street layout and provide quiet interior garden courtyards;
- A play area for the project is proposed in the larger private garden space on the west side of the development site; and,
- Buildings are designed to work with the topography and step down the slope.

##### **Mr. Hugh Ker, Polygon Homes:**

- Polygon has held meetings with tenants of Mountain Court;
- Advised that a Tenant Compensation/Relocation package will be available to all residents who were tenants prior to July 1, 2014; and,
- Noted that consultants are available to answer questions.



## 5. REPRESENTATIONS FROM THE PUBLIC

- 5.1. **Ms. Karolina Francis, 1200 Block East 27<sup>th</sup> Street:** **OPPOSED**
- Spoke in opposition of the proposed development;
  - Expressed concern with the loss of affordable housing; and,
  - Commented that the issue of affordable housing needs to be addressed.
- 5.2. **Mr. David Goodman, 1900 Block Acadia Road, Vancouver:** **IN FAVOUR**
- Spoke in support of the proposed development;
  - Commented on the need for new rental stock;
  - Opined that Mountain Court has reached the end of its life and should be redeveloped; and,
  - Commented that the proposed development is aesthetically pleasing.
- 5.3. **Ms. Isabella Berisavac, 1200 Block East 27<sup>th</sup> Street:** **OPPOSED**
- Spoke in opposition to the proposed development;
  - Suggested that Mountain Court be renovated; and,
  - Commented that the proposed development will have an impact on the environment.
- 5.4. **Ms. Julie-Ann Johnson, 2600 Block Mountain Highway:** **IN FAVOUR**
- Spoke in support of the proposed development;
  - Spoke of the need for affordable housing;
  - Noted that Mountain Court is deteriorating and will need upgrades; and,
  - Commented that the proposed development will beautify the neighbourhood.
- 5.5. **Mr. Alex Schwarz, 3200 Block Mountain Highway:** **OPPOSED**
- Expressed concern for the families that will lose their homes; and,
  - Expressed concern with the loss of affordable housing.
- 5.6. **Ms. Kelsey Totevs, 600 Block East St. James Road:** **IN FAVOUR**
- Spoke in support of the proposed development; and,
  - Commented that the proposed development will provide affordable housing for the younger generations.
- 5.7. **Mr. Don Peters, 600 Block West Queens Road:** **COMMENTING**
- Expressed concern for the families who will be displaced;
  - Expressed concern with the loss of affordable housing;
  - Commented that as density is lowered so is affordability;
  - Suggested the following:
    - 15% of the 75 units be required to have rents set at no more than 20% above their current rent;
    - That the District grant property tax relief to commensurate with the rent differential for the same period;
    - Direct to this development 30% of the community amenity contribution to address affordability;
    - Establish a number of units where rent is geared to the median of District incomes; and,

- A combination of these and other strategies be used to address affordability.

**5.8. Mr. Lee Varseveld, 2100 Block Greyline Crescent: IN FAVOUR**

- Spoke in support of the proposed development;
- Commented that the proposed development will meet the vision of the Official Community Plan and Lynn Valley Town Centre Flexible Planning Framework;
- Opined that the proposed development will revitalize the neighbourhood; and,
- Expressed concern with the loss of affordable housing.

**5.9. Ms. Yvette Mercier, 2100 Block East 27<sup>th</sup> Street: OPPOSED**

- Spoke in opposition of the proposed development;
- Expressed concern with the low rental vacancy in the District;
- Expressed concern with a loss of affordable housing; and,
- Expressed concern for the families that will lose their homes.

**5.10. Mr. Scott Sigston, 1800 Block Westover Road: IN FAVOUR**

- Spoke in support of the Polygon proposal;
- Commented that the proposed development will provide affordable housing options;
- Noted that the proposed development will allow younger generations to stay in their community; and,
- Commented that the proposed development will revitalize the neighbourhood.

In response to a question from Council, staff advised that the application was considered by the Advisory Design Panel at the preliminary application stage and again at the detailed application stage. The Panel recommended approval of the project subject to refining the design to the satisfaction of staff.

Staff advised that the traffic study prepared by BWV Consulting considered the impacts of construction activities with neighbouring construction sites including Bosa's development at Lynn Valley Centre and other town centre projects.

Council queried why there is only one bicycle storage space per unit. Staff advised that the current bylaw proposes a minimum of one bicycle storage space per unit; however, staff supports more and can work with the applicant on this.

Staff advised that the District has a Multi-family Rental Housing Demolition Notice Bylaw which requires six months notice be provided to the tenants. Notice cannot be provided until the demolition permit has been issued.

Staff advised that the pedestrian walkway will be lighted.

Staff advised the size of the storage lockers is 4'x6'.

Staff advised that the median income in the District is \$87,000.

**5.11. Mr. Will Bayer, 1600 Block Ross Road: COMMENTING**

- Expressed concern that families will be forced to move out of their homes; and,
- Suggested increasing the density to make the proposed units more affordable.



- 5.12. Mr. Ian Graf, 1200 Block West Georgia Street, Vancouver: IN FAVOUR**
- Spoke on behalf of the owners of Mountain Court;
  - Commented that Mountain Court is an old building and needs to be replaced;
  - Spoke to the shortage of housing in the District;
  - Commented that the proposed development will achieve the vision of the Official Community Plan;
  - Suggested that the proposed development will provide affordable housing for the residents of Lynn Valley; and,
  - Opined that the proposed development will provide vibrancy to the Lynn Valley Town Centre.
- 5.13. Mr. Wesley Pifer, 1200 Block East 27<sup>th</sup> Street: OPPOSED**
- Expressed concern that the proposed development will force families to relocate; and,
  - Expressed concern with a loss of affordable housing and with traffic issues.
- 5.14. Ms. Maureen Bragg, 1800 Block Draycott Road: IN FAVOUR**
- Commented that the proposed development is within the Official Community Plan guidelines;
  - Stated that walkability is vital to the livability of the Lynn Valley community;
  - Commented on the housing shortage; and,
  - Opined that the proposed development does not impact green space.
- 5.15. Ms. Liz Barnett, 3100 Block Mountain Highway: COMMENTING**
- Spoke on behalf of the North Shore Disability Resource Centre;
  - Expressed concern with a lack of affordable housing on the North Shore; and,
  - Spoke in support of the proposed bylaw.
- 5.16. Ms. Nicole Elder, 1200 Block East 27<sup>th</sup> Street: OPPOSED**
- Expressed concern with a loss of affordable housing; and,
  - Urged Council to consider the long term impact that unaffordable housing will have on the community.
- 5.17. Mr. Eric Muira, 1300 Block Kilmer Road: IN FAVOUR**
- Commented that the proposed development will meet the vision of the Official Community Plan and Lynn Valley Town Centre Flexible Planning Framework;
  - Opined that the proposed development will rejuvenate the community;
  - Expressed concern with the lack of housing diversity options; and,
  - Encouraged Council to engage with Community Associations to address the needs of the community.
- 5.18. Mr. Hazen Colbert, 1100 Block East 27<sup>th</sup> Street: COMMENTING**
- Commented that the proposed development will provide quality affordable housing;
  - Stated that affordable housing is an issue; and,
  - Opined that additional bicycle storage space would improve the project.
- 5.19. Mr. Richard Hancock, 1100 Block East 29<sup>th</sup> Street: IN FAVOUR**
- Spoke in support of the proposed development;

- Commended the developer for reducing the density;
- Expressed concern with a lack of affordable housing on the North Shore; and,
- Commented that the proposed development will provide the younger generation with housing options.

**5.20. Mr. Cameron Clader, 1200 Block East 27<sup>th</sup> Street: OPPOSED**

- Spoke in opposition of the proposed development;
- Expressed concern that the families of Mountain Court may have to relocate to a different community; and,
- Spoke regarding the lack of affordable housing on the North Shore.

**5.21. Mr. Richard Campbell, 1400 Block Arbourlynn Drive: IN FAVOUR**

- Spoke in support of the proposed Polygon project;
- Commented on the need for multi-family units in the community;
- Opined that the proposed development will revitalize Lynn Valley;
- Suggested that the location is ideal for residents who don't drive; and,
- Commented on the need for affordable housing options.

**5.22. Mr. John Gilmour, 2900 Block Bushnell Place: IN FAVOUR**

- Spoke in favour of the rezoning application;
- Commented on the importance of a walkable community;
- Noted that the proposed development will increase the rental housing units in the neighbourhood; and,
- Noted that the proposed development will provide housing options for younger residents.

**5.23. Mr. Kerry Mooris, 700 Block East 15<sup>th</sup> Street: COMMENTING**

- Expressed concern with a lack of affordable housing on the North Shore; and,
- Commented that residents of Mountain Court are facing the loss of community, friends, and jobs.

**5.24. Mr. Doug Curran, 2000 Block Curling Road: IN FAVOUR**

- Commented on the importance of replacing rental stock; and,
- Commented that the low density of the proposed development will limit community amenity contributions.

In response to a question from Council, staff advised that in order to achieve more affordable housing there would have to be an increase in density or a reduction in rental units.

Council queried why 2.5 FSR is not achievable on this site. Staff advised that the Lynn Valley Town Centre Flexible Planning Framework designates this area for a five storey low rise development. Staff further advised that 23% of the site is dedicated for roads as the proposed project will widen East 27<sup>th</sup> Street, construct Library Lane and Mountain Gate streets, and provide a new east-west pedestrian connection.

In response to a question from Council, staff advised that if all the units were market strata units the estimated community amenity contributions would be four million dollars.



Staff advised that there is not a mid-block pedestrian path that goes through Canyon Springs to connect to Mountain Highway. The connection to Mountain Highway would be via East 27<sup>th</sup> Street or Mountain Gate Road.

Mr. Ker advised that the housing mix will be finalized during the development permit process.

Mr. Letkeman described the vertical variation on each building noting that varying the roof line will give the impression of individual units.

Council requested that a copy of the Construction Traffic Mitigation Strategy be provided.

Staff advised that the west side of the site can be used for parking and staging during construction for phase one.

In response to a question from Council, staff advised that the building heights and roof slopes are limited by the proposed rezoning bylaw.

**5.25. Ms. Sue Cooks, 2600 Block West 4<sup>th</sup> Street: COMMENTING**

- Expressed concern regarding a lack of affordable housing; and,
- Urged Council to work with the provincial and federal government to address the affordable housing issue.

**5.26. Mr. Chavavrrria, 1200 Block East 27<sup>th</sup> Street: OPPOSED**

- Expressed concern for the families that will have to relocate.

**5.27. Mr. Corrie Kost, 2100 Block Colwood Drive: COMMENTING**

- Spoke regarding affordable housing;
- Commented on the modest site coverage;
- Express concern that the traffic and community amenity contribution reports were not included in the Public Hearing binder; and,
- Questioned what the existing and proposed FSR is estimated to be.

**5.28. Ms. Yvette Mercier, 2100 Block East 27<sup>th</sup> Street: SPEAKING A SECOND TIME**

- Spoke regarding affordable housing; and,
- Expressed concern that there is not a common understanding of the term "affordable housing".

**5.29. Mr. Alex Schwarz, 3200 Block Mountain Highway: SPEAKING A SECOND TIME**

- Suggested that the rental shortage can be addressed by not allowing properties in the District to sit empty.

**5.30. Mr. Corrie Kost, 2100 Block Colwood Drive: SPEAKING A SECOND TIME**

- Expressed concern with the shadowing on Library Lane; and,
- Opined that growth is not sustainable.

**5.31. Mr. Scott Sigston, 1800 Block Westover Road: SPEAKING A SECOND TIME**

- Opined that it is not sustainable to keep developing single family homes;
- Commented on the need for higher density development; and,



- Commented that the proposed development will create viability in Lynn Valley.

Staff advised that the Community Amenity Contribution Policy recognizes public art as an amenity and is paid in its entirety from the community amenity contribution budget.

Staff advised that the current FSR on the property is estimated at 0.4 FSR but could be redeveloped at approximately 0.6 FSR.

Staff advised that the traffic reports were available in the Public Hearing binder as of June 3, 2015.

In response to a question from Council, staff advised that the majority of rental units at Mountain Court are two bedrooms with an average rent of \$870-\$1600. Staff further advised that 27 of the units are occupied by families with children.

Staff advised that the Tenant Compensation/Relocation package is based on length of tenancy and not on income.

Staff advised that there are approximately eight rental units available in Lynn Valley and 24 rental units available District wide.

Council queried the estimated cost of the rental units. Mr. Ker advised that the two bedroom units will be approximately \$2000.

**5.32. Mr. Kerry Mooris, 700 Block East 15<sup>th</sup> Street: SPEAKING A SECOND TIME**

- Commented on the lack of affordable housing.

**5.33. Ms. Yvette Mercier, 2100 Block East 27<sup>th</sup> Street: SPEAKING A THIRD TIME**

- Enquired what is included in the tenant relocation support package for residents of Mountain Court.

**5.34. Mr. Corrie Kost, 2100 Block Colwood Drive: SPEAKING A THIRD TIME**

- Opined that high rises are not more environmentally friendly than single family homes.

**5.35. Mr. Eric Muira, 1300 Block Kilmer Road: SPEAKING A SECOND TIME**

- Stated that change will have consequences;
- Commented that this change will meet some of the goals in the Official Community Plan;
- Spoke in support of the proposed development; and,
- Opined that local residents are purchasing these units.

**5.36. Ms. Nicole Elder, 1200 Block East 27<sup>th</sup> Street: SPEAKING A SECOND TIME**

- Commented on the need to separate the terms "low income" and "affordable housing".

Council recessed at 10:18 pm and reconvened at 10:26 pm.

Mr. Hugh Ker, Polygon Homes, advised that once approvals are received and upon receipt of a Demolition Permit from the District of North Vancouver, two month "Notice to

End Tenancy" will be provided (as per the *Residential Tenancy Act*). Once formal notice is given to tenants they may vacate and be eligible for the following:

- One months' free rent as required by the Residential Tenancy Act;
- An additional one months' rent provided by Polygon;
- A residency bonus equal to:
  - \$20 per month for years 1-5;
  - \$30 per month years 6-10; and,
  - \$40 per month for greater than ten years.
- First right to rent in the new rental building based on seniority at Mountain Court.

It was noted that many people have indicated some interest in owning a home at Canyon Springs. As a result, Polygon is working on a purchase discount incentive.

Mr. Ker further advised that the Tenant Compensation/Relocation package is available for all residents who have been tenants prior to July 1, 2014.

Council requested that staff report back on the options stated in Mr. Don Peters letter submitted at the June 16, 2015 Public Hearing. Council further requested that the issue of affordability be included in the report.

**6. QUESTIONS FROM COUNCIL**

There were no further questions.

**7. COUNCIL RESOLUTION**

**MOVED by Councillor BASSAM**

**SECONDED by Councillor MACKAY-DUNN**

THAT the June 16, 2015 Public Hearing be closed;

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

**CARRIED**  
(10:31 p.m.)

**CERTIFIED CORRECT:**



Confidential Council Clerk

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

 Dept Manager	 GM/ Director	 CAO
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**The District of North Vancouver  
REPORT TO COUNCIL**

April 2, 2015  
File:3060-20-48.14

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

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

**RECOMMENDATION:**

**It is recommended that:**

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

**SUMMARY:**

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

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





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

April 2, 2015

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Canyon Springs (under construction) developments in this neighbourhood.

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

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

**EXISTING POLICY:**

Land Use

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

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

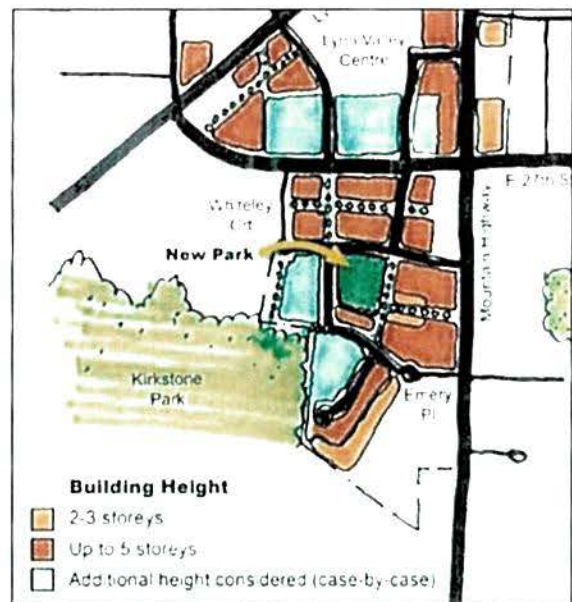
OCP Housing Policy

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

Section 7.2 encourages rental replacement through redevelopment.

Development Permit Areas

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



Strata Rental Protection Policy

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



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



1. The Site and Surrounding Area

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

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

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



## 2. The Proposal

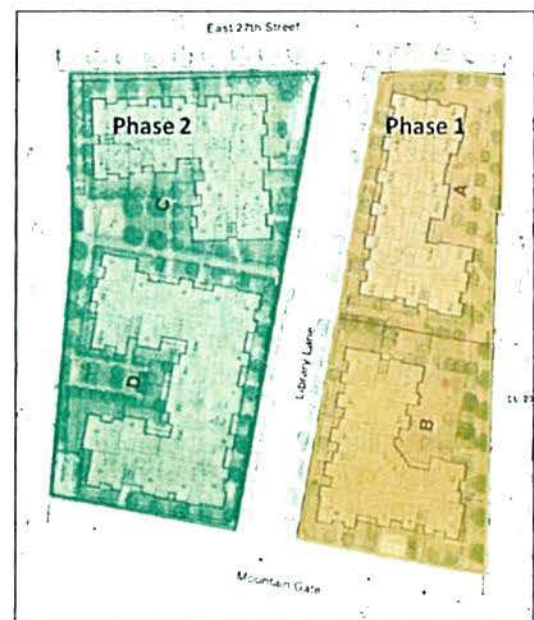


*Conceptual view, west along East 27<sup>th</sup> Street, at Library Lane.*

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

## 3. Site Design and Layout

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

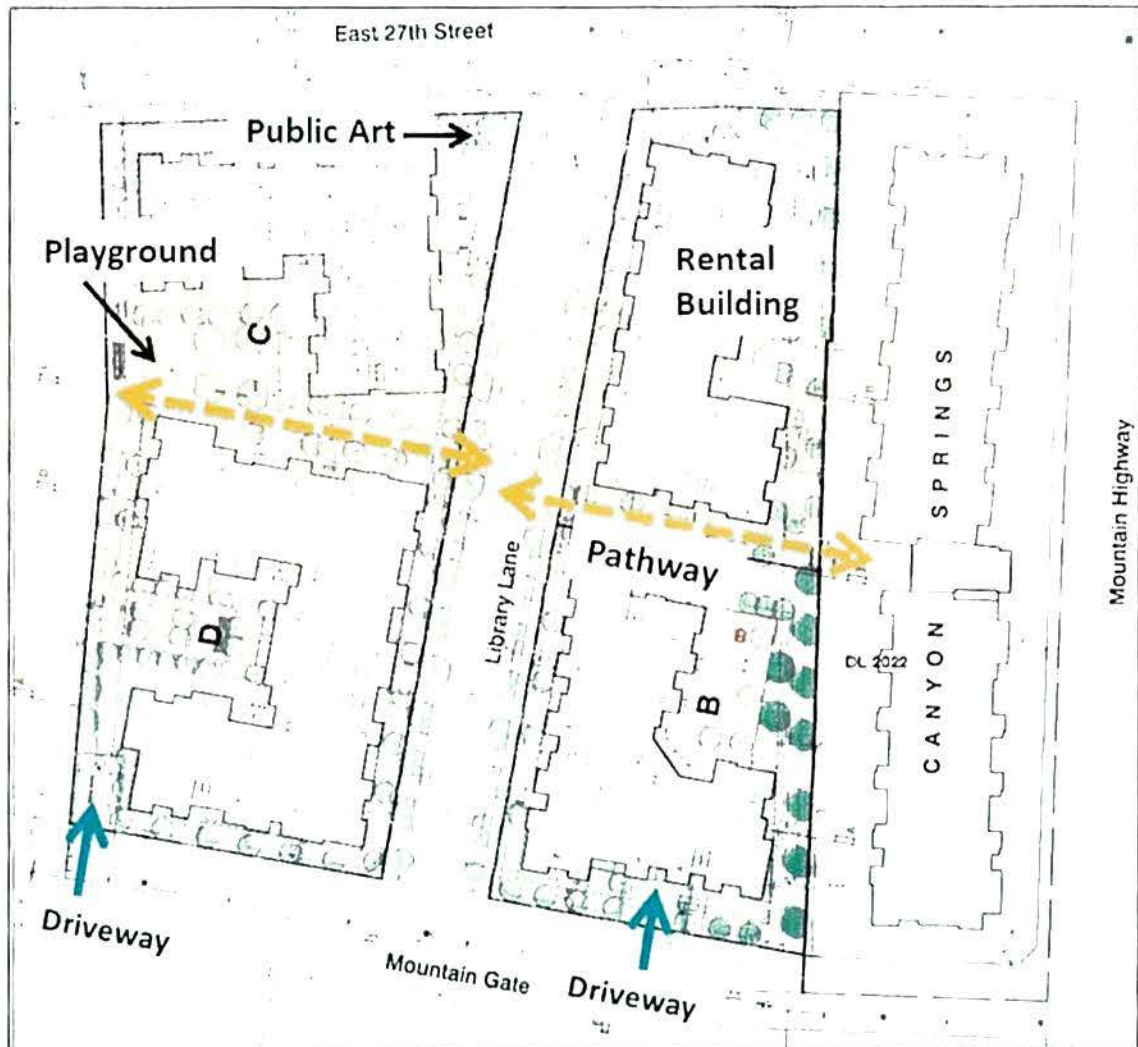


**SUBJECT: 1241-1289 EAST 27<sup>TH</sup> STREET – MOUNTAIN COURT  
REZONING**

April 2, 2015

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



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

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

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

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



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

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



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



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



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**4. Rezoning Bylaw**

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

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

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

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

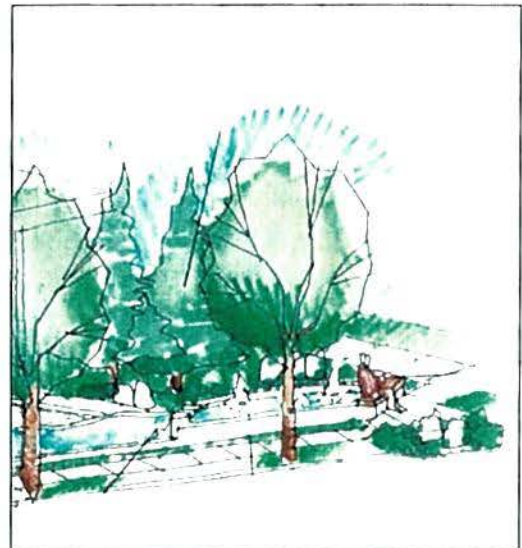
As the original development on this site dates back to time when Siting Areas were used instead of Development Permit regulations, Bylaw 8101 also includes an amendment to the Siting Area Plan originally established for this block.

**5. Community Amenity Contribution**

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

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

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



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



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**6. Land Dedication and Off-Site Improvements**

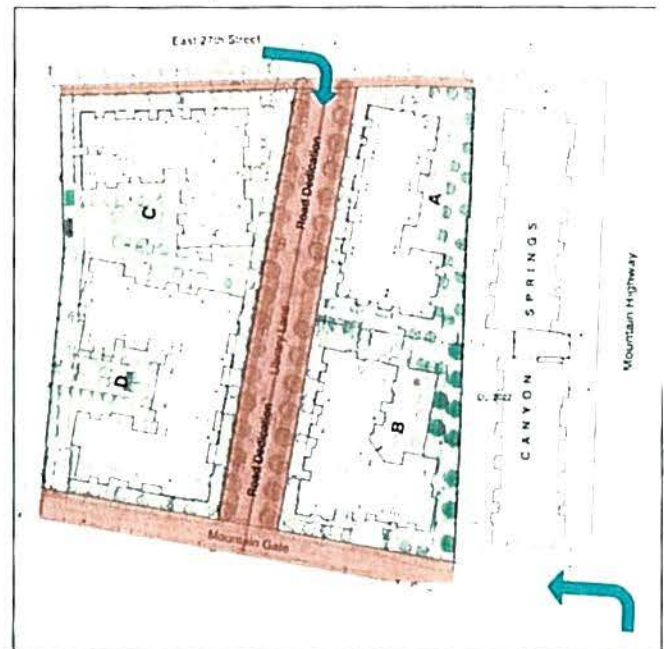
*The project will be providing a new east-west pedestrian connection.*

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

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

In addition the project will also provide:

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



**7. Traffic and Parking**

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

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



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

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

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

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

#### 8. Construction Management Plan

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

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

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

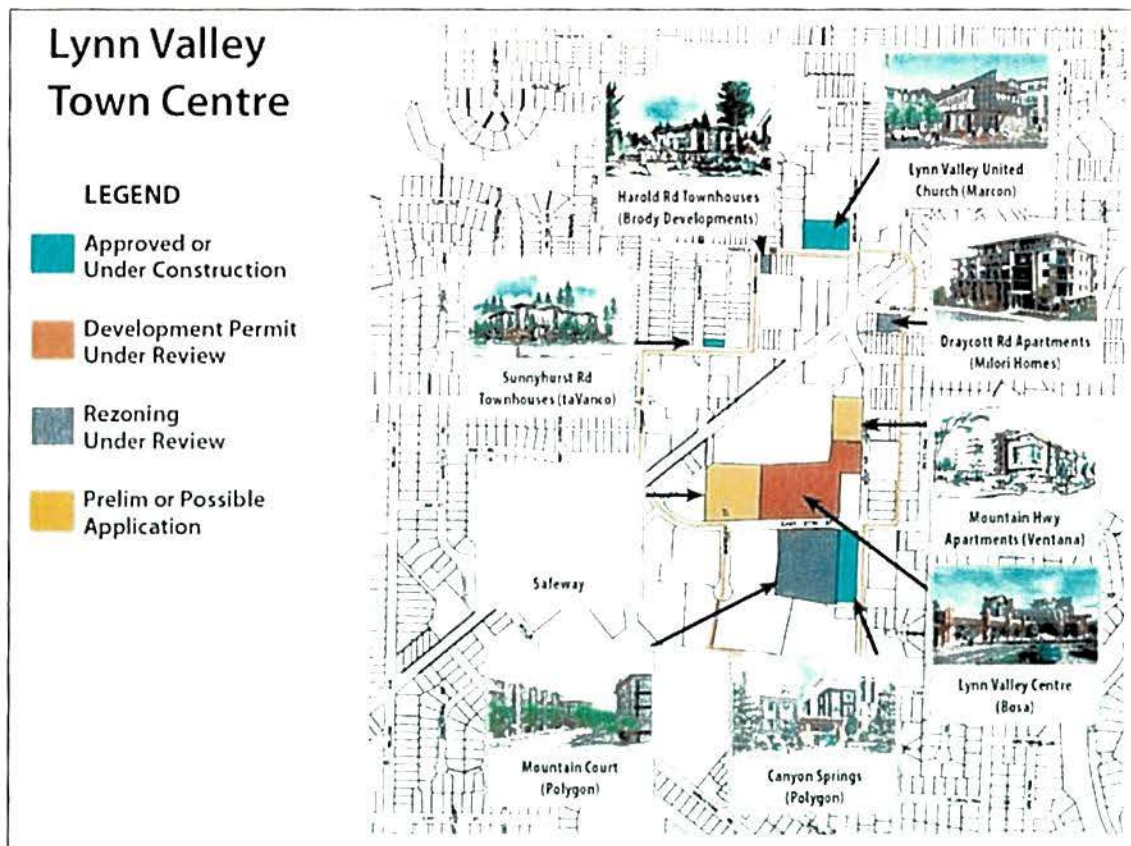
**SUBJECT: 1241-1289 EAST 27<sup>TH</sup> STREET – MOUNTAIN COURT  
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6. Coordinate construction activities with neighbouring construction sites including Bosa's development at Lynn Valley Centre and other town centre projects;
7. Provide parking for construction personnel;
8. Provide a point of contact for all calls and concerns; and
9. Include a communication plan to notify surrounding businesses and residents.

A robust and finalized construction management plan is required to be accepted by the District Engineering department prior to the issuance of any building permit. This is intended to minimize, and where possible avoid, construction impacts on local traffic and transit and the quality of life for nearby residents. This plan must be in place prior to the commencement of any building and demolition works. This plan will need to take into account other construction projects active in the area including utility projects.



**9. Advisory Design Panel**

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



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



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

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

#### 10. Housing and Unit Mix

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

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

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

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

#### 11. Existing Tenant Relocation Support Package

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

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

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

#### 12. Adaptable Design

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

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

#### 13. Green Building

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

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

#### 14. Public Input

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

Comments were received on the following topics:

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



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

The application addresses these concerns by:

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



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

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

**15. Implementation**

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

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

**CONCLUSION:**

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

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**Options:**

The following options are available Council's consideration:

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

  
Casey Peters  
Community Planner

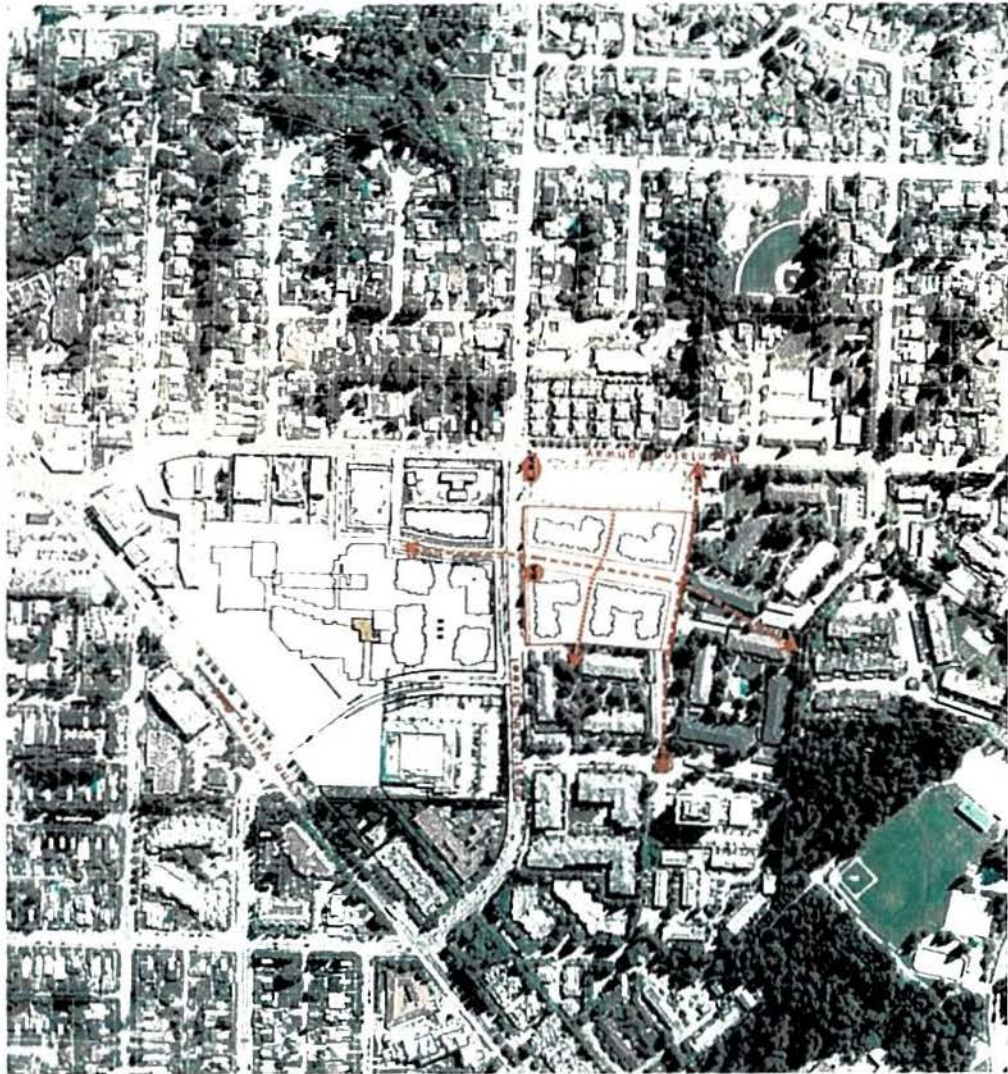
  
Tamsin Guppy  
Community Planner

**Attachments:**







- A – Reduced project plans
- B – Bylaw 8101 (Zoning Bylaw)
- C – Bylaw 8102 (Housing Agreement)
- D – Bylaw 8112(Housing Agreement)
- E – Public Information Meeting Facilitator's Report

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



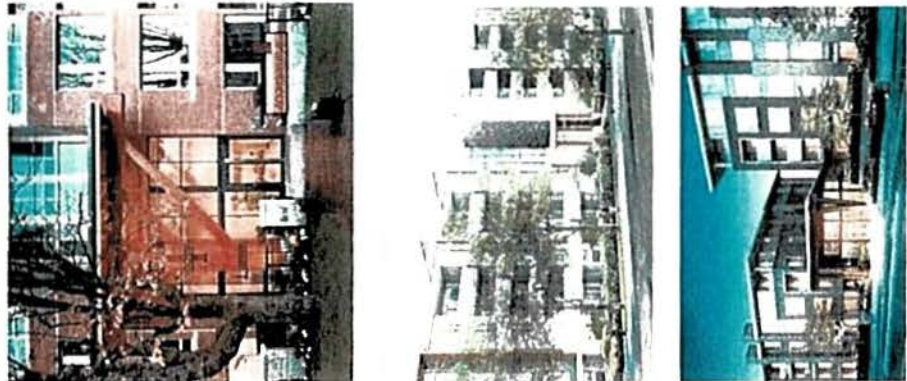


## EMERGING LYNN VALLEY TOWN CENTRE

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



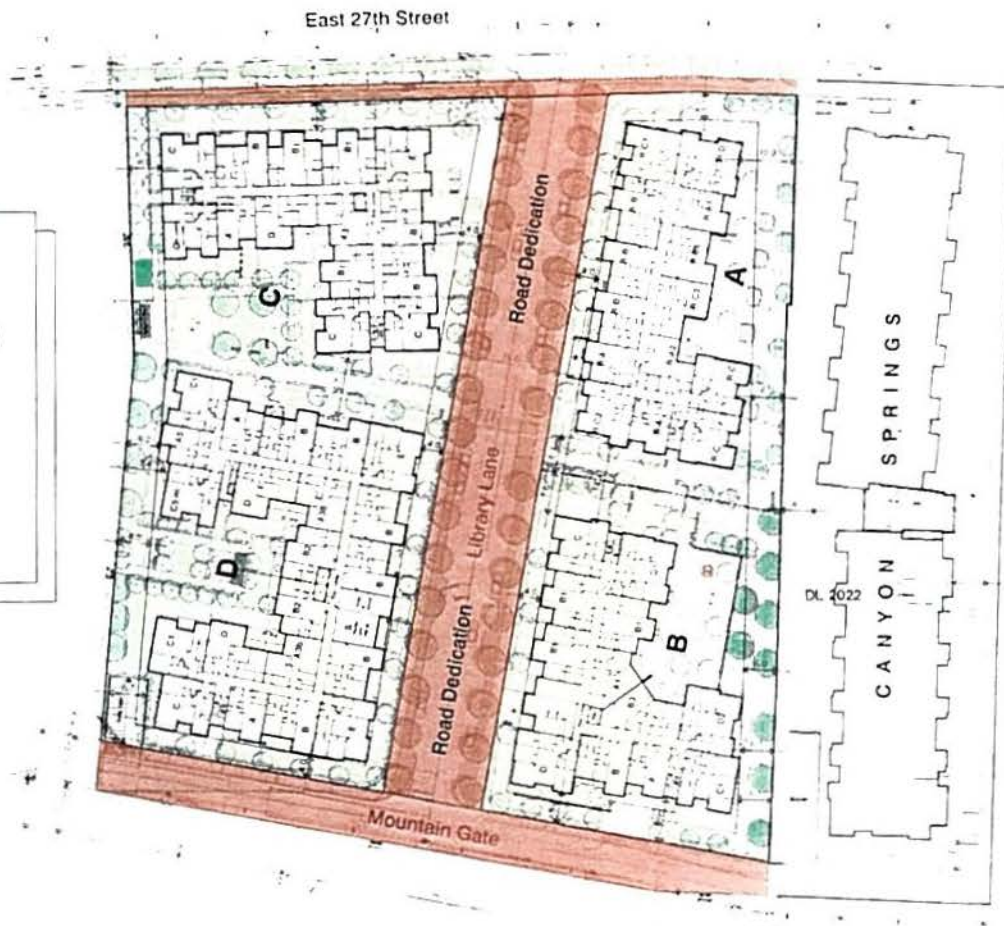
# SITE PLAN / PRECEDENT



# ROAD DEDICATION PLAN

## Road Dedication Calculation:

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



0 16 32 64  
SCALE 1/32" = 1'-0"













# BLDG A-COLOUR & MATERIALS



Gutters  
2 in. finished aluminum  
Colour: House S59

Roof Fascias  
2x6 on 2x12 Wood Framed

Siding Panel colour #2  
1/2 in. Grey Cement Panels, Painted

Vertical Trim  
Match to Vinyl Windows  
6x6 Green Pine - #100

Balcony Guard Rails #2  
1x4 Vinyl Aluminium  
About 1/2 in. height from  
deck 2' min

Typical Windows  
Low-E Double Glazing  
in Vinyl Frames  
Colour: House

Brick Veneer  
Normal Brick Size Smooth

Wood Trims & Columns  
Wood Colour

Storefront Windows  
Low-E Double Glazing in  
Aluminum Frames  
Colour: Charcoal

Roofing  
SBS-2 ply Roofing Membrane  
Granulated GBS Sheet  
Min. 2 in. slope

Soffit  
1x6 T&G wood slats  
Vinyl or paint to match siding  
Balcony Wood Posts & Beams  
Colour to match wood

Window Trims  
1x6 Grey Cement Panels  
Colour to match siding

Balcony Fascias  
2x6 on 2x12 Wood Framed

Siding Panel colour #3  
1/2 in. Grey Cement Panels, Painted

Balcony Guard Rails #1  
1x4 Vinyl Aluminium  
About 1/2 in. height from  
deck 2' min  
2x4x8 posts supported  
at 4' max

Brick Linels  
Normal Brick Size  
Super Course

Concrete Sill  
Concrete Architectural Finish

Roof Fascias  
2x6 on 2x12 Wood Framed

Siding Panel Colour 1  
1/2 in. White - #100

Siding Panel Colour 2  
1/2 in. White  
Colour: #100

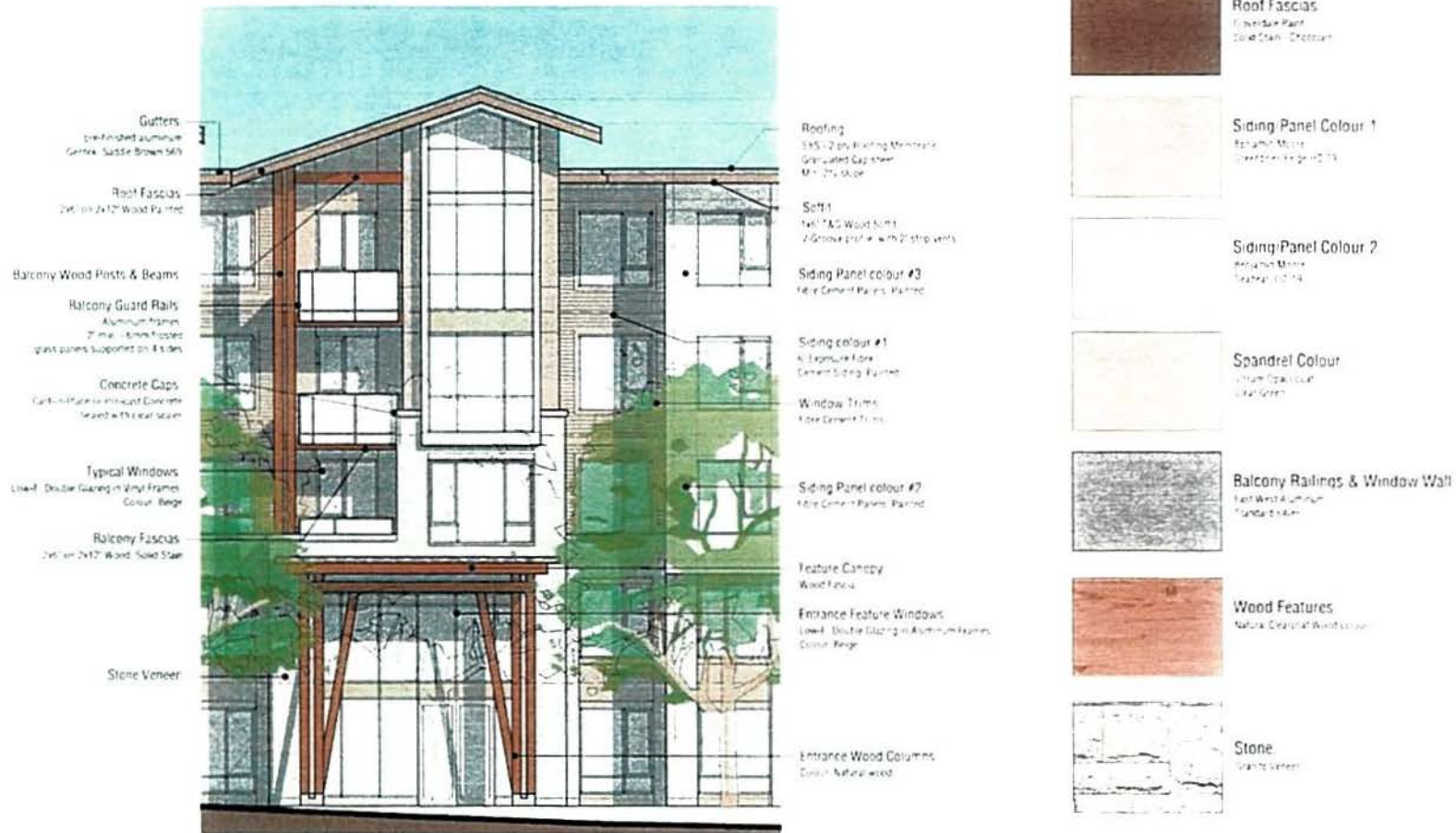
Siding Panel Colour 3  
1/2 in. White  
Colour: #100

Balcony Railings  
1x4 Vinyl Aluminium  
About 1/2 in. height

Wood Features  
2x4x8 on 2x12  
Colour: #100

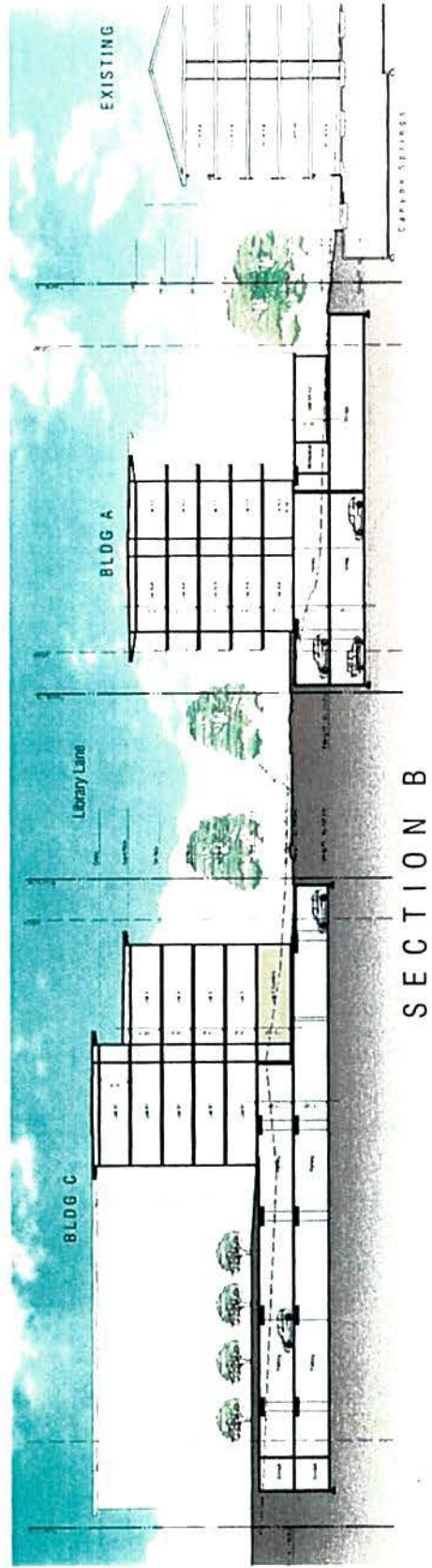
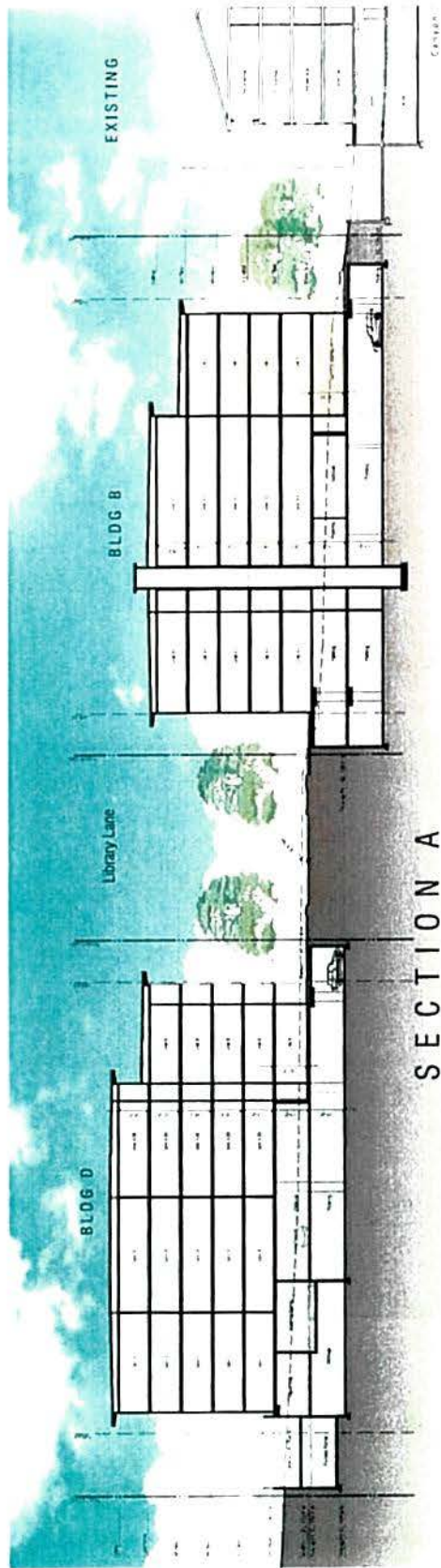
Brick  
Normal Brick  
Super Course

# BLDG B-COLOUR & MATERIAS





# SITE SECTIONS

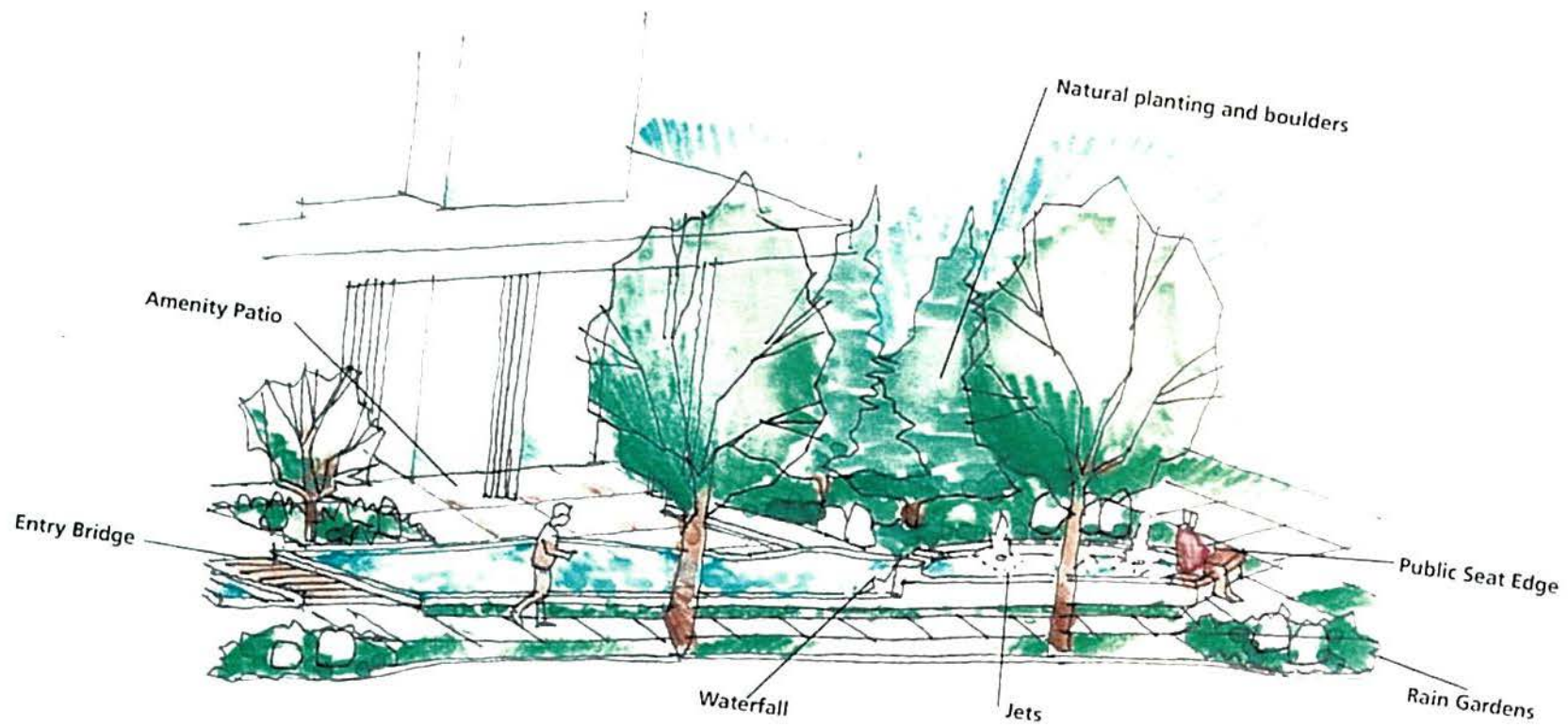






MOUNTAIN COURT  
East 27th Street  
North Vancouver, BC

Preliminary  
Landscape Plan



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

P-A

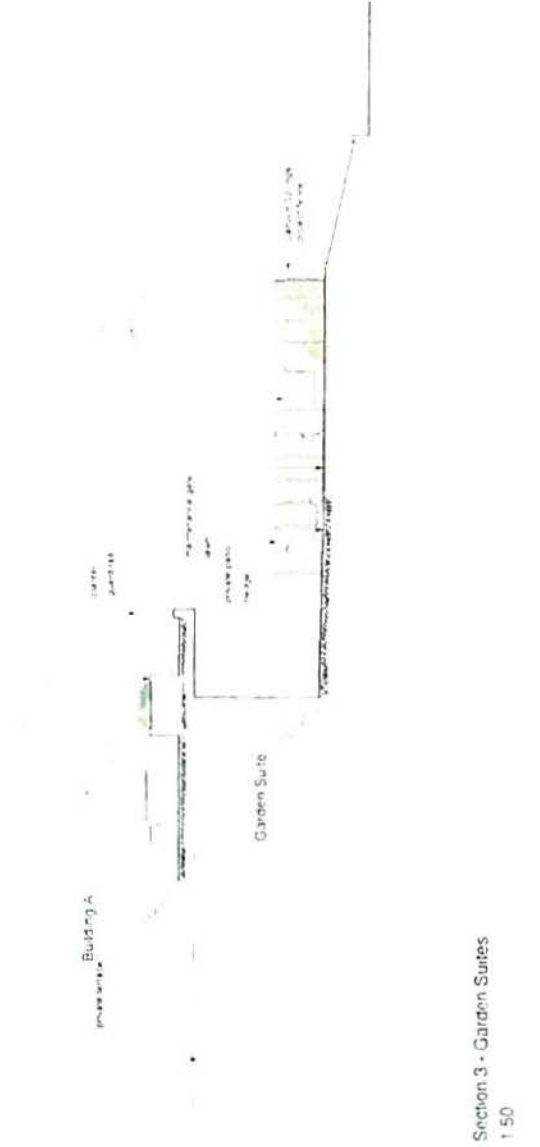


POLYGON

MOUNTAIN COURT  
East 27th Street  
North Vancouver, BC

Landscape Sections  
Building A

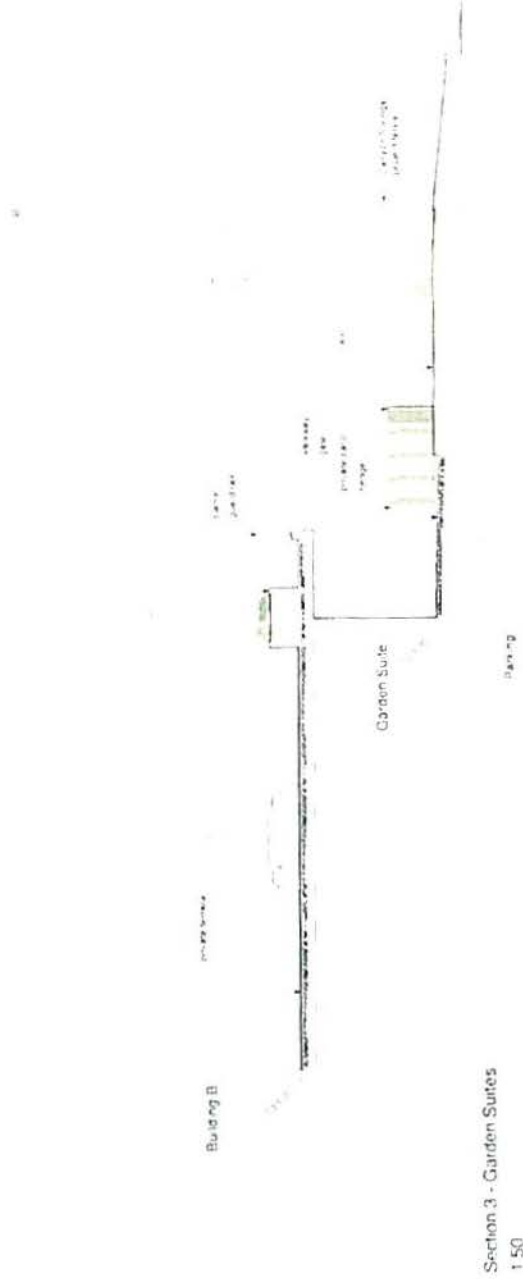
L-4.0





Section 1 - Library Lane  
1:50

Section 2 - Mountain Gate  
1:50



Section 3 - Garden Suites  
1:50





PRIVATE YARD AT STREET



PRIVATE YARD AT STREET



PRIVATE YARD AT STREET



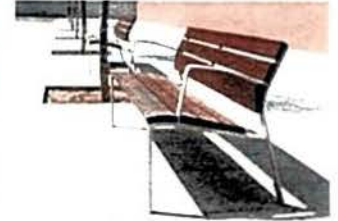
STAIRS AND ACCESSIBLE ROUTES



ACCESSIBLE PATH



CORNER COURT WATER FEATURE



DNV BENCH



DNV BENCH



GATE WAY WITH TRELLIS



RAIN GARDEN IN CURB BULGE



DNV LIGHTING



Carex



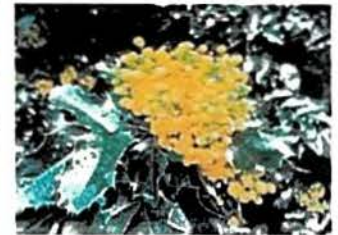
CORNER COURT NATURAL MATERIALS



Salix purpurea Nana



Acer circinalis



Mahonia nervosa



Polystichum munitum

P+A

Plum & Associates

1000 11th Ave. S.W. #1000

Seattle, WA 98101

Phone: 206.461.1111

Fax: 206.461.1112

March 30, 2015

Project Title

Project Number

Project Name

Project Location

Project Status

Project Date

MOUNTAIN COURT

Precedent Images

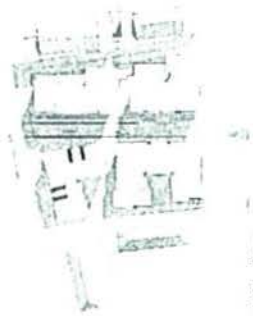
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JB

RB

LSK-03

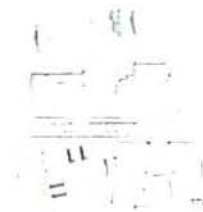
# SHADOW ANALYSIS



March 21, 9am



March 21, 12pm



March 21, 3pm



June 21, 9am



June 21, 12pm



June 21, 3pm



Sept 21, 9am



Sept 21, 12pm



Sept 21, 3pm



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

**Bylaw 8101**

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

---

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

**1. Citation**

This bylaw may be cited as "District of North Vancouver Rezoning Bylaw 1324 (Bylaw 8101)".

**2. Amendments**

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

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

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

"Comprehensive Development Zone 86                      CD 86"

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

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

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

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

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

**4B 86 – 1 Intent**

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

**4B 86 – 2 Permitted Uses**

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

- a) Uses Permitted Without Conditions:

Not Applicable

- b) Conditional Uses:

*Residential use*

#### **4B 86 – 3 Conditions of Use**

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

#### **4B 86 – 4 Accessory Use**

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

#### **4B 86 – 5 Density**

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

#### **4B 86 – 6 Height**

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



#### **4B 86 – 7 Setbacks**

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

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

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

#### **4B 86 – 8 Coverage**

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

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

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

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

- a) Parking and loading are required as follows:

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

- b) Bicycle storage for residents shall be provided on the basis of one space per unit.
- c) Except as specifically provided in 4B86-10 (a) and (b), Parking and Loading shall be provided in accordance with Part 10 of this Bylaw."
- D. The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from Multiple Family Zone 3 (RM3) to Comprehensive Development Zone CD 86.
- E. The Siting Area Map section is amended by deleting Plan Section R/13 and replacing it with the revised Plan Section R/13 attached in Schedule B.

**READ** a first time

**PUBLIC HEARING** held

**READ** a second time

**READ** a third time

**ADOPTED**

\_\_\_\_\_  
Mayor

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

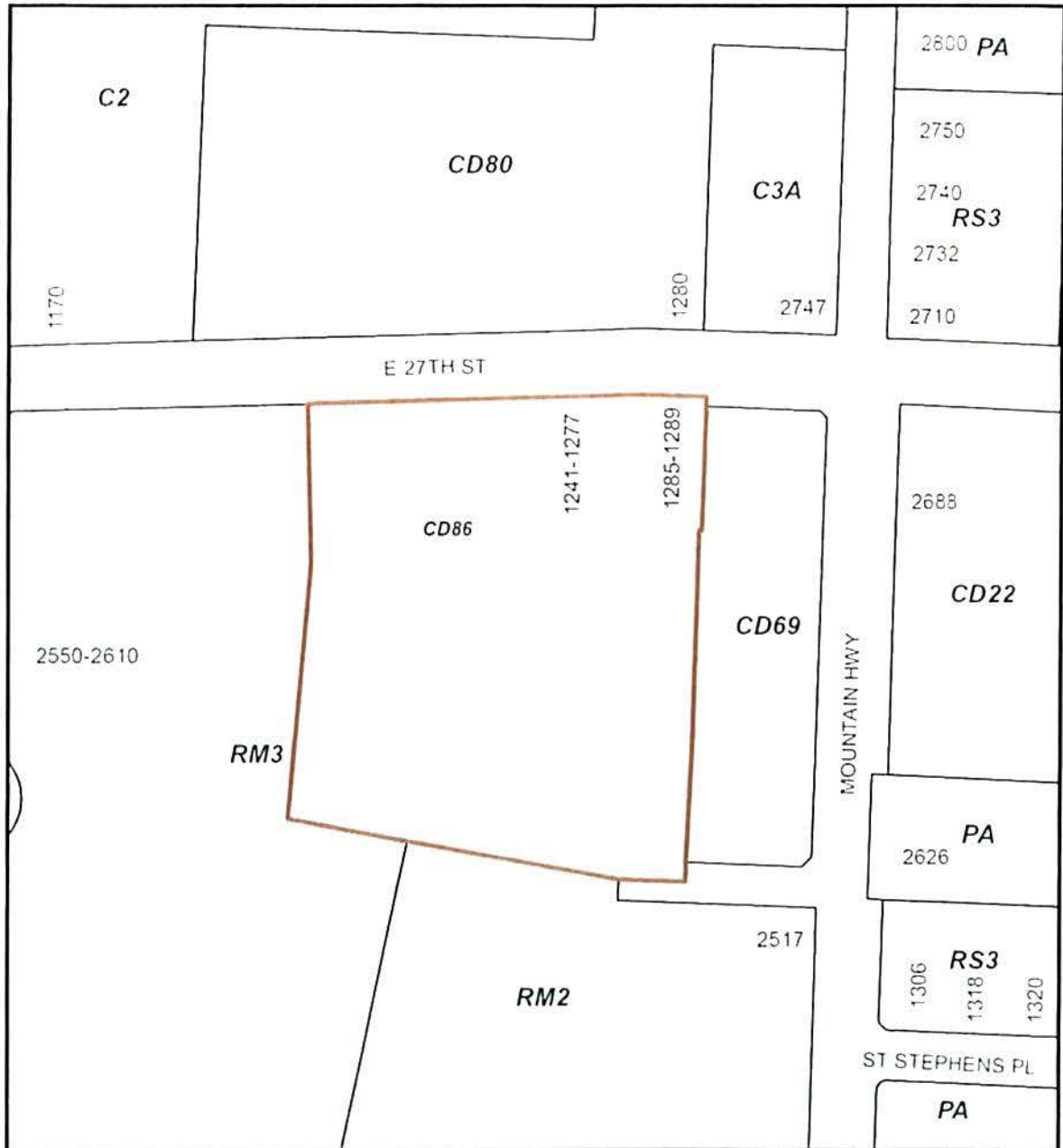
Certified a true copy

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

# Schedule A to Bylaw 8101

## Bylaw 8101

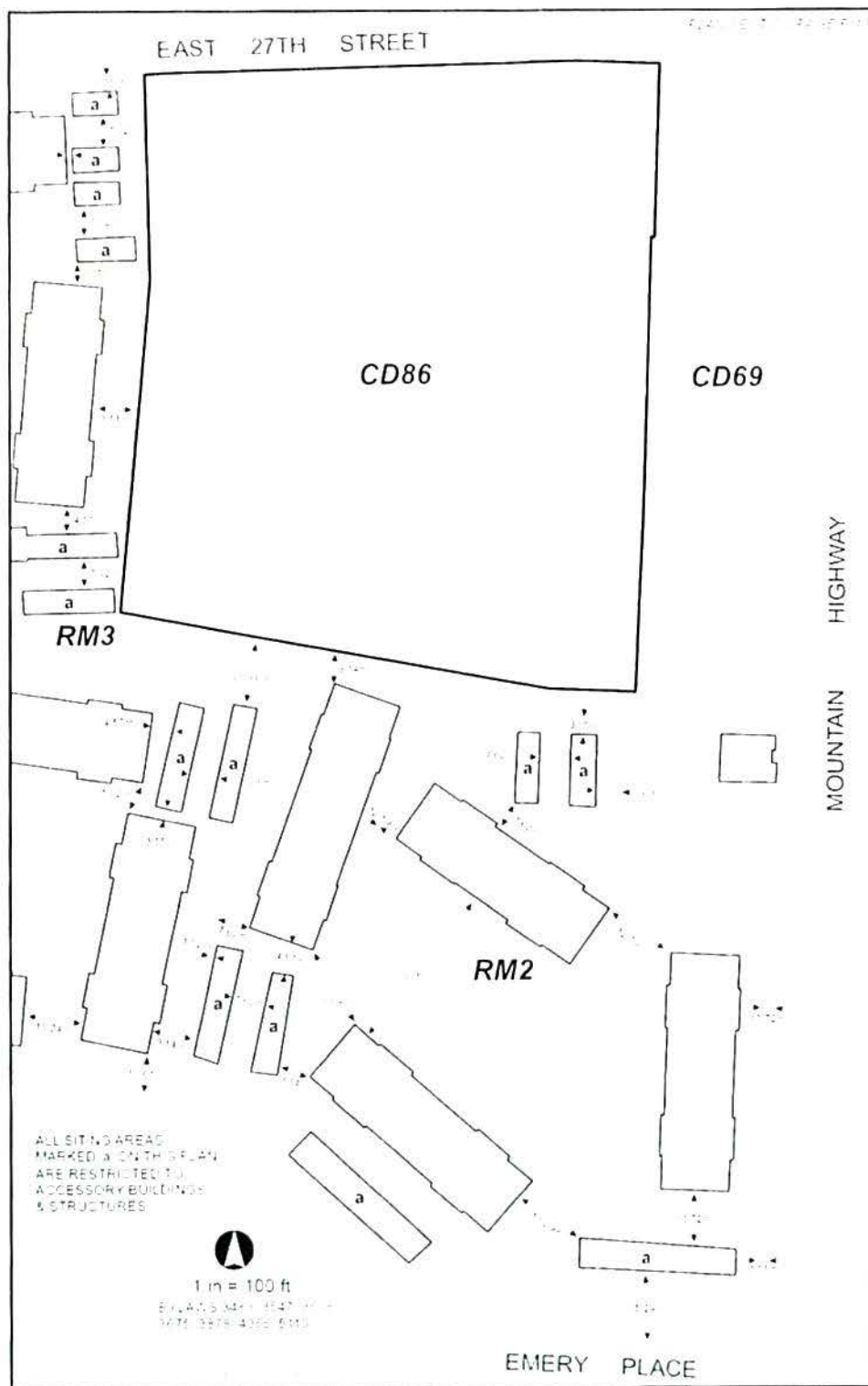
The District of North Vancouver Rezoning Bylaw 1324 (Bylaw 8101)



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



## Schedule B to Bylaw 8101





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

**Bylaw 8102**

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

---

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

**1. Citation**

This bylaw may be cited as "Housing Agreement Bylaw 8102, 2014 (1200 Block East 27<sup>th</sup> St.)".

**2. Authorization to Enter into Agreement**

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

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

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

**3. Execution of Documents**

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

**READ** a first time

**READ** a second time

**READ** a third time

**ADOPTED**

---

Mayor

---

Municipal Clerk

Certified a true copy

---

Municipal Clerk

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

PLAN EPP

EAST 27th STREET

BCGS 92G.035

SCALE 1:500

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

LEGEND

• LOT 1  
• LOT 2  
• LOT 3  
• LOT 4  
• LOT 5  
• LOT 6  
• LOT 7  
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• LOT 97  
• LOT 98  
• LOT 99  
• LOT 100



DL 2022

ROAD

LOT 2

MOUNTAIN HIGHWAY

LANE

DRAFT OCTOBER 30, 2014

ST. STEPHEN'S PLACE

OUTLER SANDVICK

THIS PLAN LIES WITHIN THE GREATER VANCOUVER REGIONAL DISTRICT

Schedule A to Bylaw 8102

## Schedule B to Bylaw 8102

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

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

BETWEEN:

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

(the "Owner")

AND:

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

(the "District")

RECIPIENTS:

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

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

#### 1. USE

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

2. **DEFINITIONS**

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

3. **RENTAL ACCOMODATION**

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



- (d) Any Strata Corporation bylaw which prevents, restricts or abridges the right to use any of the Units as rental accommodations shall have no force or effect.
- (e) The Strata Corporation shall not pass any bylaws preventing, restricting or abridging the use of the Land, the Proposed Development or the Units contained therein from time to time as rental accommodation.
- (f) No Unit Owner, nor any tenant or mortgagee thereof, shall vote for any strata corporation bylaw purporting to prevent, restrict or abridge the use of the Land, the Proposed Development and the units contained therein from time to time as rental accommodation.
- (g) The Owner will provide notice of this Agreement to any person or persons intending to purchase a Unit prior to any such person entering into an agreement of purchase and sale, agreement for sale, or option or similar right to purchase as part of the Disclosure Statement.

#### 4. GENERAL PROVISIONS

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

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



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

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

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

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

#### **Assumption Agreement**

- END OF DOCUMENT -



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

**Bylaw 8112**

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

---

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

**1. Citation**

This bylaw may be cited as "Housing Agreement Bylaw 8112, 2015 (1200 Block East 27<sup>th</sup> St.)".

**2. Authorization to Enter into Agreement**

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

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

**3. Execution of Documents**

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

READ a first time

READ a second time

READ a third time

**ADOPTED**

\_\_\_\_\_  
Mayor

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

Certified a true copy

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

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

PLAN EPP

EAST 27th STREET

BCGS 92C 035

SCALE 1" = 500'

NOTED: CLUTTER AREA WITH  
DISTRICT LOT 2022 (NAD 83 COORDINATES)

LEGEND



DL 2022

LOT 1

LOT 2

ROAD

MOUNTAIN HIGHWAY

LANE

DRAFT OCTOBER 30, 2014

ST. STEPHEN'S  
PLACE

BUTLER  
SLADOVICK

THIS PLAN LIES WITHIN THE GREATER VANCOUVER REGIONAL DISTRICT

Schedule A to Bylaw 8112

Document 2559447

## Schedule B to Bylaw 8112

### SECTION 219 COVENANT – HOUSING AGREEMENT

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

BETWEEN:

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

(the "Owner")

AND:

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

(the "District")

WHEREAS:

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

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

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



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

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

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

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



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

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

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

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

18. **Notice** - Any notice, request or demand required or permitted to be given hereunder will be sufficiently given only if personally delivered (including by nationally recognized courier, with signature obtained upon delivery) or mailed by prepaid registered post as follows:
- (a) to the District at:  
  
355 West Queens Street  
North Vancouver, BC V7N 4N5  
  
Attention: Director, Planning Permits and Bylaws
  - (b) to the Owner at:  
  
Polygon Development 251 Ltd.  
900 – 1333 West Broadway, Vancouver, BC V6H 4C2  
Attention: Vice President Development
  - (c) to the Rental Building Mortgage mortgagee, if notice was provided to the District of a Rental Building Mortgage:  
  
to the address shown on the mortgage

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



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

26. **Agreement for Benefit of District Only** – The Owner and the District agree that:
- (a) this Agreement is entered into only for the benefit of the District;
  - (b) this Agreement is not intended to protect the interests of the Owner, any tenant, or any future owner, lessee, occupier or user of the property, Lot 2 or the building or any portion thereof, including any Suite; and
  - (c) the District may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.
27. **Limitation on Owner's Obligations** - The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of Lot 2.
28. **Further Acts** - The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
29. **Joint Obligations of Owner** - If two or more persons execute this Agreement as Owner, the liability of each such person to observe and perform all of the Owner's obligations pursuant to this Agreement will be deemed to be joint and several.
30. **Severance** - If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force and unaffected by that holding or by the severance of that part.
31. **No Joint Ventureship** - Nothing in this Agreement shall constitute the Owner as the agent, joint venturer or partner of the District or give the Owner any authority or power to bind the District in any way.
32. **Amendment** - This Agreement may be amended from time to time by agreement between the Owner and the District. Except as otherwise expressly provided in this Agreement, the amendment agreement must be by an instrument in writing duly executed by the Owner and the District.
33. **Deed and Contract** - By executing and delivering this Agreement each of the parties intends to create both a new contract and a deed of covenant executed and delivered under seal.

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

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

PLAN EPP

BCGS 92G.035

SCALE 1" = 500'

INTEGRATED SURVEY AND SITE  
 DISTRICT OF NORTH VANCOUVER, BRITISH COLUMBIA  
 PREPARED BY: [illegible]  
 DATE: [illegible]

LEGEND

- LOT 1
- LOT 2
- ROAD
- LANE
- ST. STEPHEN'S PLACE



DRAFT OCTOBER 30, 2014

BUTLER  
 SURVEYING

Schedule A to Housing Agreement  
 SKETCH PLAN



# SUMMARY OF PUBLIC INFORMATION MEETING

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



## POLYGON

Polygon Development 251 Ltd.

prepared by:

**MAIN STREET ARCHITECTURE**

architecture urban design vision collaboration



## CONTENTS

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

Appendix A: DNV Project information sheet

Appendix B: Photos of sign on site

Appendix C: Comment forms

Appendix D: PDF of presentation panels

## 1.0 OVERVIEW

To  
Casey Peters, Community Planner,  
District of North Vancouver

Hugh Ker,  
Polygon Development 251 Ltd

From  
Jay Hiscox AIBC, Meeting Facilitator,  
Main Street Architecture  
Tel 604-354-0397  
E jhiscox@shaw.ca

## 1 OVERVIEW

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

## 2 COMMUNITY ENGAGEMENT AND INFORMATION DISTRIBUTION

### 2.1 Meeting intent

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

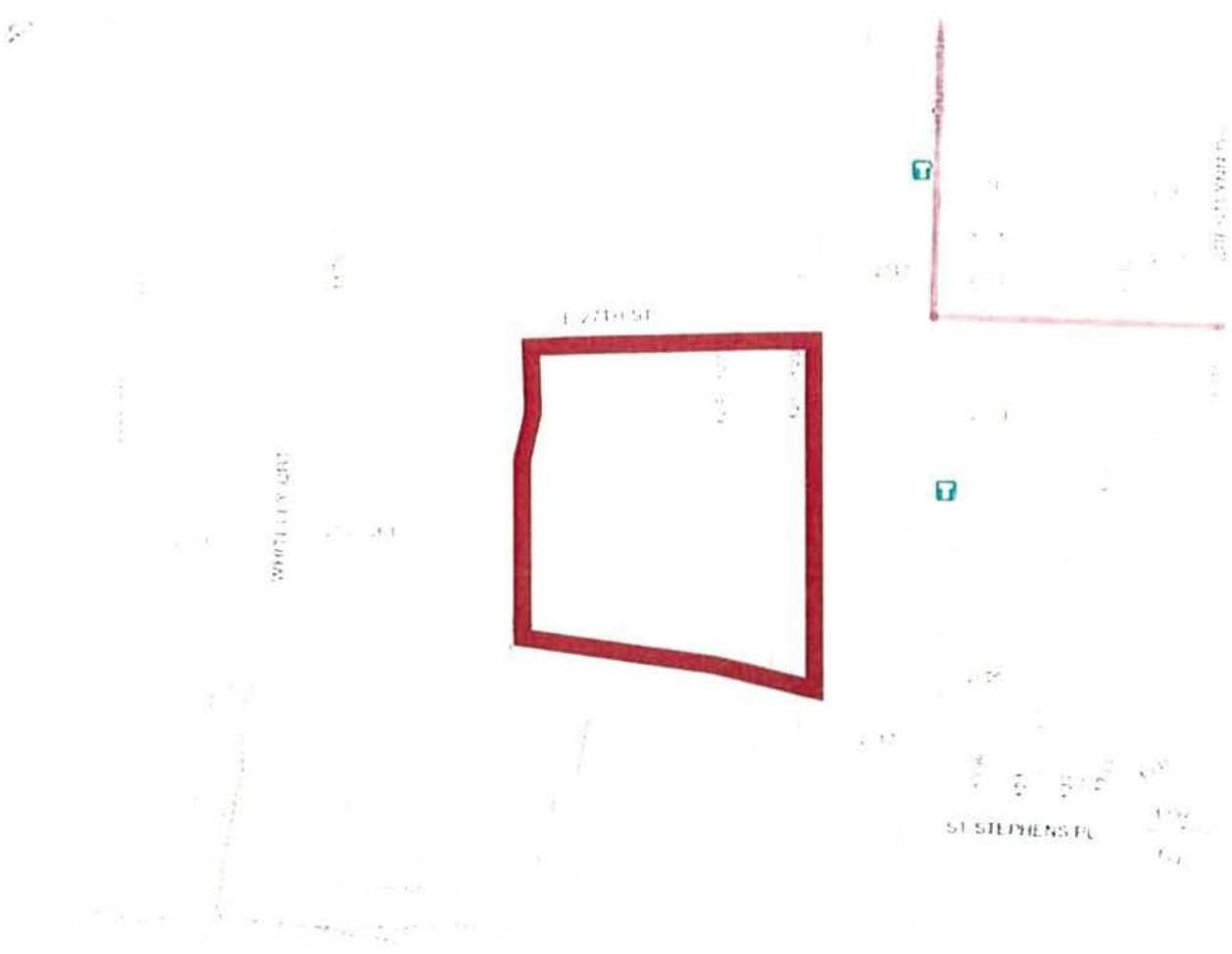
### 2.2 Information Distribution and Community Notification

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

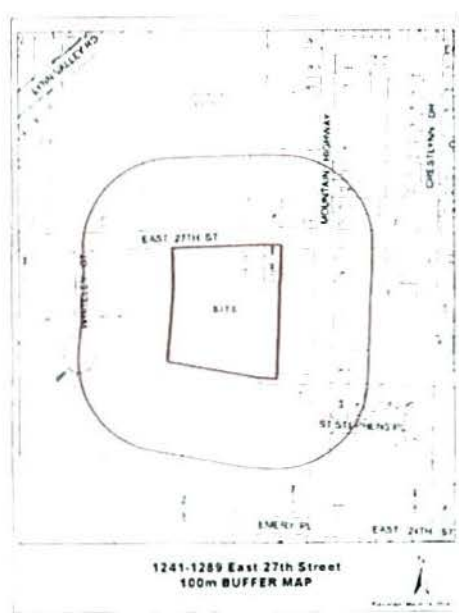
- Mailout delivery
- Community stakeholder notification
- Project Update brochure
- Display boards at Public Information Meeting
- Newspaper advertising
- Direct e-mail

#### 2.2.1 Individual Property Owner notification:

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



map of project area:



### The Meeting Agenda:

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

**Note: This is not a Public Hearing**  
District Council will formally consider the proposal at a future date.

Further Information

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

Brandon Hohenwarter 604.871.4468	Polygon Development 251 Ltd. Development Manager Asst.
Cosby Peters 604.990.2387	District of North Vancouver Community Planning

## Public Information Meeting

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

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

### Meeting Location:

Kwanis Lynn Mall Auditorium  
2555 Whalley Court  
North Vancouver, B.C.

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

Project handout - Front

### The Proposal:

Polygon Development 251 Ltd. proposes to consolidate and redevelop the Mountain Court property at 1241, 1277 East 27<sup>th</sup> Street and the neighbouring triplex at 1295, 1289 East 27<sup>th</sup> Street. The gross site area will be 180,060 square feet. The proposal consists of four buildings with five story massing and a total of 322 residential units. Three of the buildings will be comprised of 246 market condominium homes, and one building will be comprised of 75 rental apartment homes.

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

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

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

Project handout - Rear



### 2.2.2 Signage:

A sign outlining the proposed development was installed on the site

### 2.2.3 Newspaper Notification:

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

### 2.2.4 Community Association:

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

## 2.3 Public Information Meeting- December 10th 2014

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

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

The project team present at the meeting included:

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

DNV staff present at the meeting included:

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

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

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

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

Comments / Questions fielded during the meeting included the following:

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

## 2.4 Community Inquiries


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


## 2.5 Response to Public feedback


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

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AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>Nov 9, 2015</u>
<input type="checkbox"/> Workshop (open to public)	Date: _____

  
Dept.  
Manager

  
GM/  
Director

  
CAO

## The District of North Vancouver REPORT TO COUNCIL

October 29, 2015  
File: 08.3060.20/048.14

**AUTHOR:** Casey Peters, Community Planner

**SUBJECT:** Development Permit 48.14 – 1241-1289 E. 27<sup>th</sup> St: Mountain Court Phase 1

### RECOMMENDATION:

That Development Permit 48.14 (Attachment A) for two buildings on the east side of the Mountain Court project (phase one) at 1241-1289 E. 27<sup>th</sup> St be issued.

### REASON FOR REPORT:

The site is in Development Permit Areas for Form and Character of Multi-Family Housing and for Energy and Water Conservation and Greenhouse Gas Emission Reduction. The proposed development requires issuance of a Development Permit by Council.

### SUMMARY:

Bylaw 8101, rezoning the subject land to a new CD86 Zone, received 2<sup>nd</sup> and 3<sup>rd</sup> Reading on July 6, 2015 and is scheduled for adoption on November 9, 2015. If Bylaw 8101 and Housing Agreement Bylaws 8102 and 8112 are adopted, the project plans are ready to be considered for the issuance of a Development Permit.

DP 48.14 is for phase one of this project which includes the two buildings on the east side of the site. Building A is a 75 unit rental building on the northeast corner and Building B is a 68 unit building on the southeast corner. Phase two will include two buildings on the west side of the site and will be brought to Council for DP consideration at a later date.



The proposal is in compliance with the Official Community Plan and the Schedule B Development Permit Area Guidelines.



## BACKGROUND:

Bylaw 8101 (rezoning the property to CD86), Housing Agreement Bylaw 8102 (Rental Protection) and Housing Agreement Bylaw 8112 (securing rental building), were introduced on April 20, 2015 and, following a public hearing for the Zoning Bylaw on June 16, 2015, received 2<sup>nd</sup> and 3<sup>rd</sup> Reading on July 6, 2015. The Bylaws are scheduled for consideration of adoption on November 9, 2015.

In addition to the rezoning and housing agreement bylaws, the legal framework for the project includes a development covenant which requires lot consolidation and road dedication. In addition, the development covenant requires separate covenants for green building and stormwater management as well as a Right of Way for east/west pedestrian access through the centre of the site. An accepted Construction Management plan and Engineering Servicing Agreement is also required as a condition of the development covenant to secure the required offsite works. The development covenant sets out the developer's obligations with respect to this project.

## EXISTING POLICY:

### Development Permit Area Designations

The subject lots are designated as Development Permit Areas for the following purposes:

- Form and Character of Multi-Family Development (Multi-Family Housing); and
- Energy and Water Conservation and Greenhouse Gas Emission Reductions.

On June 1, Council endorsed the "Lynn Valley Town Centre Public Realm and Design Guidelines" to supplement the existing development permit guidelines within the OCP. These guidelines have further informed the design of the project. During the application review process, the applicant was provided draft versions of the new guidelines for consideration in their project, and the applicant incorporated the following elements in the project:

#### Library Lane:

- Street trees and vegetation will be incorporated into the Library Lane boulevard.
- Bench pads will be integrated into the boulevard design where Library Lane meets the pedestrian pathway and will be sized to accommodate wheelchairs and strollers.

#### Pathway:

- An east-west pedestrian pathway south





- of E 27<sup>th</sup> through this site will improve walkability and circulation within the centre.
- Buildings along the pathway have windows.

The proposal has been reviewed against Schedule B of the OCP and the Lynn Valley Town Centre design guidelines for the building, the public realm and the green building elements. The proposal is consistent with the applicable development permit guidelines.

## ANALYSIS:

### Site and Surrounding Area:

The site is located on the south side of E. 27<sup>th</sup> St. Adjacent properties consist of an existing, multifamily (zoned RM2 and RM3) to the west and south, the newly constructed “Canyon Springs” multifamily buildings to the east (zoned CD69) and the Lynn Valley Centre (zoned CD80 for mixed use residential-commercial) to the north.

The properties to the west and south are designated *Residential Level 6: Medium Density*, the property to the east is designated *Residential Level 5: Low Density Apartment*, and the property to the north is designated *Commercial Residential Mixed Use 3* in the District Official Community Plan (OCP).

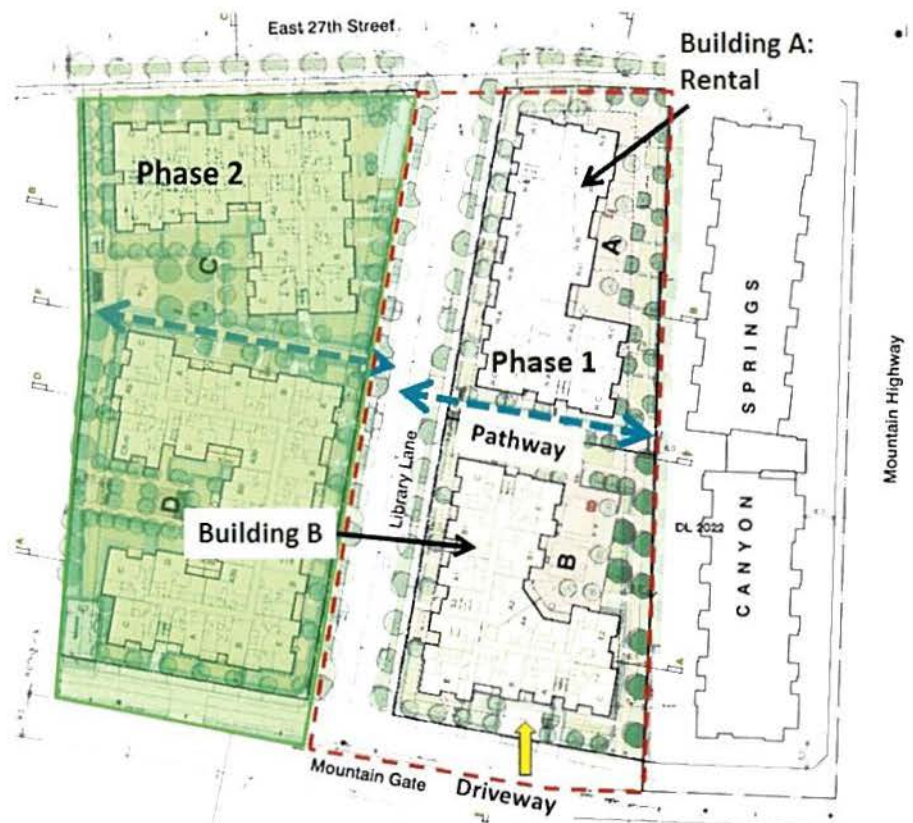
The subject properties are designated *Residential Level 6: Medium Density Apartment* in the District Official Community Plan (OCP).

### The Proposal:

Phase one of the Mountain Court proposal is for two buildings on the east side of the site, a 75 unit rental building and a 68 unit strata building.

Phase two (shown in green on map) includes two buildings on the west side of the site. A Development Permit will be forwarded to Council for Phase two at a later date.

The proposal includes the dedication of a new north-south road (Library Lane) and a dedication of a new east-west road (Mountain Gate) along the south. An east-west right of way for pedestrian access is



proposed through the centre of the site. Access to the underground parking will be from Mountain Gate with one entrance for phase one and one entrance for phase two.

### Parking and Bikes

Parking for phase one is provided on two levels underground with a total of 186 parking stalls proposed. This proposal results in 83 stalls for the rental building (Building A), 103 stalls for the strata building (Building B) and 15 visitor spaces to be shared between the two buildings. The parking rate is 1.1 stalls per unit for Building A, 1.5 stalls per unit for Building B and 0.1 stalls per unit of visitor spaces. This complies with the parking requirements of CD86 (Bylaw 8101).

The proposal also includes 120 storage lockers sized to accommodate bikes, 44 additional bike lockers and 55 additional bike stalls in two bike rooms. Details on the storage and bike space is shown on the table below:

	Building A	Building B
Storage Lockers (4ft x 6ft)	50	58
Storage Lockers (4ft x 10ft)	0	12
Storage Lockers for bikes	25	19
Dedicated Bike Room	25	30

The project fully complies with the CD86 Zone regulations including height, parking, setbacks and building coverage.

### **Development Permit for the Form and Character of Multifamily Housing:**

#### Building Design:

Both buildings include a mix of 1, 2 and 3 bedroom units. The unit mix is shown below:

#### **Building A (rental):**

- 20 units – one bedroom and den (26%)
- 5 units – two bedroom (7%)
- 26 units – two bedroom and den (35%)
- 24 units – three bedroom (32%)

#### **Building B:**

- 5 units – one bedroom (7%)
- 9 units – one bedroom and den (13%)
- 44 units – two bedroom (65%)
- 10 units – three bedroom (15%)

Of note, the rental building also includes a rental office and amenity room.

The buildings are approximately 18.3m (60 ft) in height. There is a grade change across the site and the applicant has worked to address this by stepping the building.

Building A materials consist of brick, fibre cement panels, and wood soffits. Building B materials consist of stone, wood entrance and siding features, and cement siding. Colour and material information is attached to DP 48.14





**Rendering of Building B**

The project has been reviewed against Design Guidelines for Form and Character Guidelines for Multifamily Housing and the project complies with the guidelines. Notable highlights from the guidelines include:

- **B1.2: Connectivity:** The siting of new development should take into consideration how to enhance the pedestrian, bicycle and vehicle connections in the area. This project will create a new north-south road (Library Lane), new east-west road (Mountain Gate), and a new east-west pedestrian connection.
- **B2.6: Building Setback to the Street:** To ensure there is sufficient room for a pleasant streetscape building facades should be setback a minimum distance of 4 metres (13 feet) from the ultimate curb face. This project is setback 4m from Library Lane and Building A is setback a minimum of 5m from E. 27<sup>th</sup> Street.
- **B3.1: Variation in Building Design:** There should be subtle design variation between neighbouring buildings to avoid repetition while maintaining a harmony to the streetscape. The applicant has worked to increase the variety of building materials to avoid repetition.
- **B3.6 Stepping down a slope:** On sloping sites, building roof lines should step down the slope in keeping with the topography. The site slopes from E. 27<sup>th</sup> Street down towards Mountain Gate to the south. The project includes stepping of each of the buildings to work with the slope.



### Landscaping

Landscaping is provided between around the perimeter of the site, in the curb bulges, and along the pedestrian pathway.

Notable highlights from the Multifamily Housing Design Guidelines include:

- **B3.17: Layered Landscaping:** Layered landscaping treatments and slightly elevated overlook of the public realm are encouraged to improve residential liability. This building includes layered landscaping and the use of private patios to address the change in grade that is found across the site.

Notable highlights from the Lynn Valley Design Guidelines include:

- **5.1.6 Landscape Design:** encourage an authentic and sustainable landscape that reflects Lynn Valley's mountain setting and local climate.

### Acoustic Performance

Development Permit 48.14 includes the District's residential acoustic regulations for maximum noise levels in the bedrooms, living areas and other areas of the units. The applicant will be required to submit a report from a qualified noise consultant demonstrating that the building will enable these standards to be met.

### Accessible Units

In response to the District's Adaptable Design Guidelines, the applicant has proposed the following:

#### **Building A (rental):**

- Level 1B – 41 units (55%)
- Level 2 - 29 units (39%)
- Level 3 – 5 units (7%)

#### **Building B:**

- Level 1B – 37 units (54%)
- Level 2 - 26 units (38%)
- Level 3 – 5 units (7%)

As noted at the zoning stage, this application was in-stream when the new Accessible Design Guidelines were approved and has chosen to work with the old requirements. This is compliant with the Development Covenant.

### **Development Permit For Energy and Water Conservation and Greenhouse Gas Emission Reductions:**

In accordance with the Energy and Water Conservation and Greenhouse Gas Emission Reduction Development Permit Area Guidelines and the Green Building Strategy, the project is designed to reduce energy consumption and incorporate building performance measures that will result in reduced costs for future owners. The applicant is utilizing the Built Green® Canada's High Density (HD) program and is required to incorporate a range of features to meet a target equivalent to the Gold standard, as well as an energy performance baseline.

Notable highlights from the guidelines include:

- Energy Conservation: an integrated design process should be utilized to identify opportunities to reduce a building's energy consumption. The proposal includes installation of Energy Star® products and energy efficient lighting in units and common areas.
- Water Conservation: an integrated design process should be utilized to identify opportunities to reduce a building's water consumption. The proposal includes installation of a hot water recirculation line and minimizes the amount of lawn/turf in the landscaping
- Greenhouse Gas Emission Reductions: Building materials are durable for the use intended. The proposal includes appropriate materials such as brick, wood, and stone.

The green building covenant will establish the minimum energy performance baseline and will incorporate measures to ensure the project meets the building performance targets.

#### **OFF-SITE IMPROVEMENTS:**

As part of this application, the developer will be responsible for off-site improvements including the dedication of a new north-south road (Library Lane) and east-west road (Mountain Gate). The construction of Library Lane, the east portion of Mountain Gate and the east portion of the pedestrian right of way will be completed with phase one. Additional improvements will be completed with phase two.

#### **COMMUNITY AMENITY CONTRIBUTION:**

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

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

While no additional Community Amenity Contribution is required, Polygon is voluntarily providing \$100,000 to go towards public art that will be secured through the Development Covenant. Polygon is proposing a public art piece at the corner of East 27<sup>th</sup> Street and Library Lane. The nature of the art piece will be determined through a public art process as a part of the development permit process for phase two.

#### **CONCURRENCE:**

##### Staff

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

Advisory Design Panel:

The application was considered by the Advisory Design Panel on December 11, 2014 and the panel recommended approval of the project subject to a review of the following:

- CPTED (crime prevention through environmental design) issues relating to the east-west pathway;
- opportunities to enhance identities for ground floor units;
- exploration of greater variation in colours and materials; and
- ensuring that Library Lane is consistent with the Lynn Valley Town Centre objectives.

In response to the Panel's motion, the applicant has proposed measures to address CPTED concerns related to the pathway including signage and individual unit windows facing the path.

The proposal has been amended to add individual entrances on both buildings along Library Lane and include strong entrance features.

The applicant has further refined the buildings to add greater variety including to materials, roof lines, and entrance features as seen in the images to below:



A detailed review has been completed on the Lynn Valley Town Centre Design Guidelines and the project is consistent with those guidelines.

Staff are satisfied with the resolution of these items.



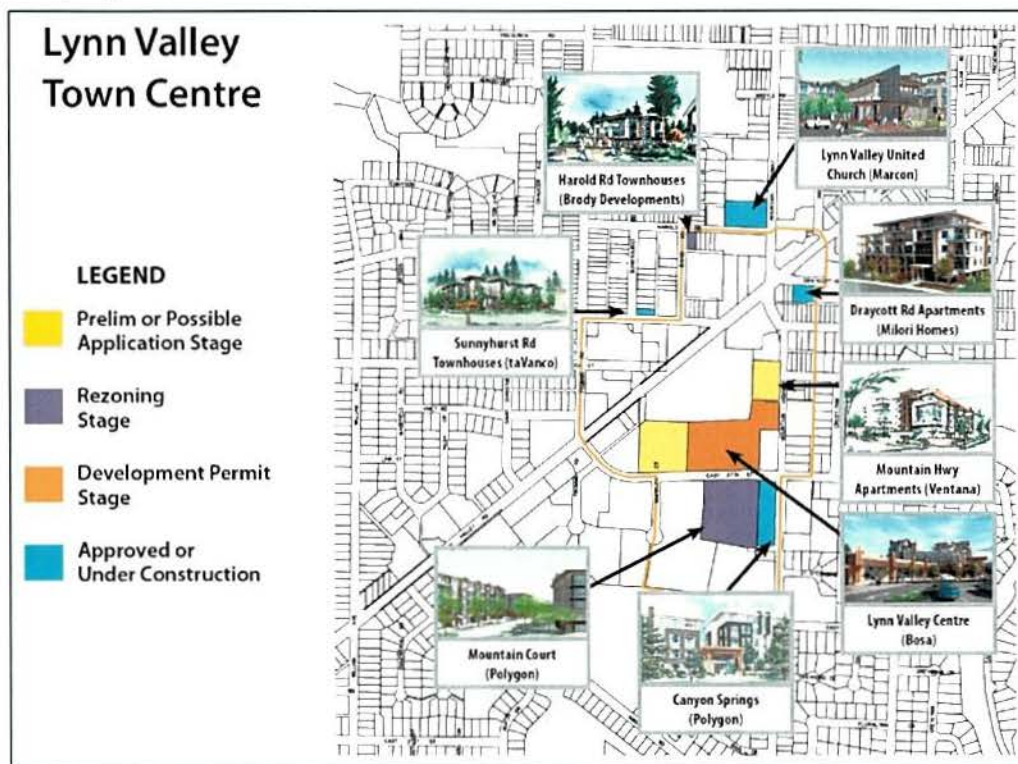
## CONSTRUCTION MANAGEMENT:

In order to address the goal to reduce development's impact on pedestrian and vehicular movements, the developer has submitted a construction traffic management plan. A final construction traffic management plan will be a required as a condition of Development Permit 48.14. The Construction Management plan must minimize construction impacts on pedestrian movement and vehicular traffic. The plan is required to be approved by the District prior to issuance of a building permit.

In particular, the 'construction traffic management' must address:

1. Construction schedule
2. Coordination with other projects in the area or those affecting the transportation network
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 for monitoring and minimizing impacts to the community
9. Location of an off-street area for parking worker/trades vehicles
10. A plan for communicating with neighbours and other stakeholders

The site is shown below in relation to other residential construction projects and potential development projects.





The adjacent "Canyon Springs" project in the 2600 block Mountain Highway south of 27<sup>th</sup> St has recently completed. Under construction at this time in Lynn Valley is Mill House in the 3200 block of Mountain Highway. It is anticipated that "Walter's Place" at 1325 Draycott will begin construction soon and that Bosa will begin demolition and construction within the next six months. If approved, the Mountain Court demolition would not begin until July 2016 in order to allow the existing renters to remain until the end of the school year as per the Tenant Relocation program. A small townhouse project on Harold Rd is also anticipated to commence construction within six months.

The construction management plan must demonstrate consideration of these other construction projects and coordination to minimize impacts on the local transportation network.

#### **PUBLIC INPUT:**

Through the zoning process, a facilitated public information meeting was held on December 10, 2014 attended by 17 residents. Those residents were generally supportive of the proposal.

At the Public Hearing on June 16, 2015, 27 people spoke with several commenting on affordable housing, the displacement of the existing renters and the low vacancy rates for renters in the District. Several speakers noted the age and condition of the existing buildings and noted the need for new rental housing. It was noted that the project was in keeping with the District's OCP and Lynn Valley Flexible Planning Framework.

Staff reported at second reading with clarification on the proposed Tenant Compensation and Relocation package. Staff are currently working on a "green paper" for Council to begin a discussion on options available to the District regarding affordable and rental housing.

#### **CONCLUSION:**

The project has been developed in accordance with the CD86 Zone regulations and the Development Permit Area Guidelines for Multifamily Housing and Energy and Water Conservation and Greenhouse Gas Emission Reduction in the OCP. It also addresses the policy directions in the OCP with reference to the provision of family housing and the Design Guidelines for the Lynn Valley Town Centre. Development Permit 48.14 is now ready for Council's consideration.

#### **Options:**

The following options are available for Council's consideration:

1. Issue Development Permit 48.14 (Attachment A) to allow for the proposed construction (staff recommendation); or
2. Deny Development Permit 48.14.

  
Casey Peters  
Community Planner

**Attachments:**

A – Development Permit 48.14

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

## THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER

### **DEVELOPMENT PERMIT NUMBER 48.14**

This Development Permit 48.14 is hereby issued by the Council for The Corporation of the District of North Vancouver to Polygon Development 251 Ltd. Inc. No. BC0816035 for the development of two residential buildings on the property located at

Lot 2 Block W District Lot 2022 Plan 12740 (PID: 008-804-311)

Lot 4 Block W District Lot 2022 Plan 13960 (PID: 007-986-882)

subject to the following terms and conditions:

A. The following requirement is imposed under Subsections **920(2)(c)** and **926 (1)** of the Local Government Act:

1. Substantial construction as determined by the Manager of Permits and Licenses shall commence within two years of the date of this permit or the permit shall lapse.
2. A Construction Management Plan is required prior to issuance of the Building Permit and Excavation Permit, and may require amendments during the course of construction to ensure that construction impacts are minimized.

B. The following requirements are imposed under Subsections **920(8) & (9)** of the Local Government Act:

1. Except as otherwise noted, the site shall be developed in accordance with the attached plans DP48.14A – DP48.14AG.
2. Prior to the issuance of a Building Permit, the following shall be submitted to:

(a) Building:

- (i) a report and recommendations prepared by persons trained in acoustics and current techniques of noise measurements, demonstrating that any rooftop mechanical equipment will comply with the District of North Vancouver Noise Regulation Bylaw, and 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. For the purpose of this section the noise level is the A-weighted 24-hour equivalent (Leq) sound level and will be defined simply as the noise level in decibels:

Portion of Dwelling Unit	Noise Level (Decibels)
bedrooms	35

living, dining, recreation rooms	40
kitchen, bathrooms, hallways	45

- (ii) A summary of the adaptable housing measures that will be provided, in keeping with the objectives of the District's adaptable housing policy as follows:
    - i. Building A: Level 1B – 41 units (55%), Level 2 – 29 units (39%), Level 3 - 5 units (7%).
    - ii. Building B: Level 1B – 37 units (53%), Level 2 – 26 units (38%), Level 3 - 5 units (7%).
- (b) Parks:
  - (i) Three copies of a final detailed landscape plan prepared by a landscape architect registered in British Columbia for the approval of the Director of Engineering or their designate;
  - (ii) A written landscape estimate submitted by the landscape architect for approval by the Parks and Engineering Services Department for the installation of all landscaping as shown on the final approved landscape plan; and
  - (iii) A completed "Permission to Enter" agreement to provide evidence that a landscape architect has been retained to supervise the installation of the landscape works and the written authorization for the District or its agents to enter the premises and expend any or all of the deposit monies to complete the landscape works in accordance with the approved landscape plan.
- (c) Engineering:
  - (i) Finalized civil and electrical engineering plans designed by a professional engineer, for review and acceptance by the Engineering Department; and
  - (ii) An executed Engineering Services Agreement between the property owner and the District related to the required upgrading of off-site facilities on the east portion of E. 27<sup>th</sup> St and the construction of Library Lane and the east portion of Mountain Gate.
- (d) Development Planning:
  - (i) A revised north elevation for Building A that presents to the street.



- C. The following requirements are imposed under Subsections **920 (10.1) and (10.2)** of the Local Government Act:
1. Prior to issuance of the Building Permit the following are required:
    - (a) A completed green building checklist, outlining the measures to incorporated in the building leading to a performance level equivalent to or better than the "gold" standard under the Built Green rating system;
    - (b) An energy performance commitment form;
    - (c) A report from an energy performance advisor clearly establishing that the building design will enable you to achieve your energy performance target.
    - (d) A refundable security deposit of 5% of the building permit application fee or \$20,000, whichever is greater;
    - (e) Confirmation of registration of the section 219 covenant for green building.
- D. The following requirements are imposed under Subsections **925(1) & (2)** of the Local Government Act:
1. Prior to issuance of the Building Permit the following deposits are required:
    - (a) A security deposit equal to 125% of the estimated cost of all on-site landscaping, in accordance with the approved cost estimate or 10% of the construction value accepted on the building permit application. The deposit will be held as security for landscaping and building works.
    - (b) An engineering security deposit, in an amount specified in the Engineering Services Agreement, to cover the construction and installation of all off-site engineering and landscaping requirements.
- E. Nothing in this Development Permit alters or affects in any way any of the preconditions to issuance of a building permit as set out in the Development Covenant registered against the Land in favour of the District under number \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_

Municipal Clerk

Dated this            day of            , 20.







## Project Data Sheet:

Project Data, Mountain Court, District of North Vancouver			
Est Area (Overall Gross)		16,730 sqm	333,140 sq ft
Est Area (Overall Net)		13,110 sqm	281,112 sq ft
Phase 1 (Net)		4,000 sqm	85,827 sq ft
Phase 2 (Net)		9,110 sqm	195,285 sq ft
<b>FIR</b>			
Bldg Area A	2,000 sqm	42,632 sq ft	2
	4,000 sqm	85,264 sq ft	4
Bldg Area B	4,700 sqm	100,200 sq ft	4
	1,300 sqm	27,839 sq ft	1
<b>Average Grade</b>			
Bldg Area A		31.0' (9.4m)	31.0' (9.4m)
Bldg Area B		31.2' (9.5m)	31.2' (9.5m)
<b>Building Coverage</b>		2,700 sqm	57,934 sq ft
<b>Site Coverage</b>		1,000 sqm	21,466 sq ft
<b>Setbacks</b>			
Front		8.0' (2.4m)	11.3' (3.5m)
Rear		8.0' (2.4m)	19.0' (5.8m)
North		8.0' (2.4m)	16.4' (5.0m)
South		8.0' (2.4m)	11.3' (3.5m)
<b>Average Building Height</b>			
Bldg Area A		5.0' (1.5m)	40.0' (12.2m)
Bldg Area B		5.0' (1.5m)	40.0' (12.2m)
<b>Parking</b>			
Bldg Area A		170	170 spaces
Bldg Area B		140	140 spaces
<b>Total</b>		<b>310</b>	<b>310 spaces</b>
Street Curb		140	140 spaces
<b>Bicycles</b>			
Bldg Area A		140	140 spaces
Bldg Area B		170	170 spaces
<b>Total</b>		<b>310</b>	<b>310 spaces</b>



**RAYMOND LETKEMAN**  
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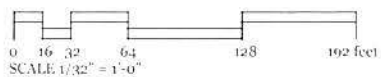
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Issued for Development Permit  
October 9, 2015

**Mountain Court**  
E 27th Street  
NORTH VANCOUVER, BC

For  
Polygon

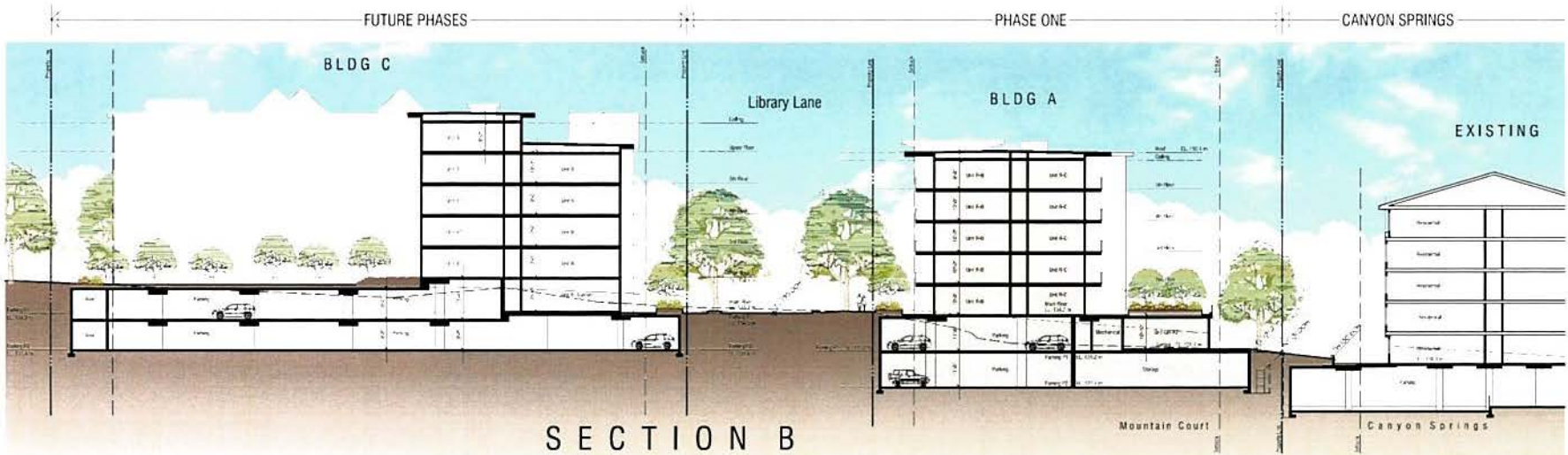
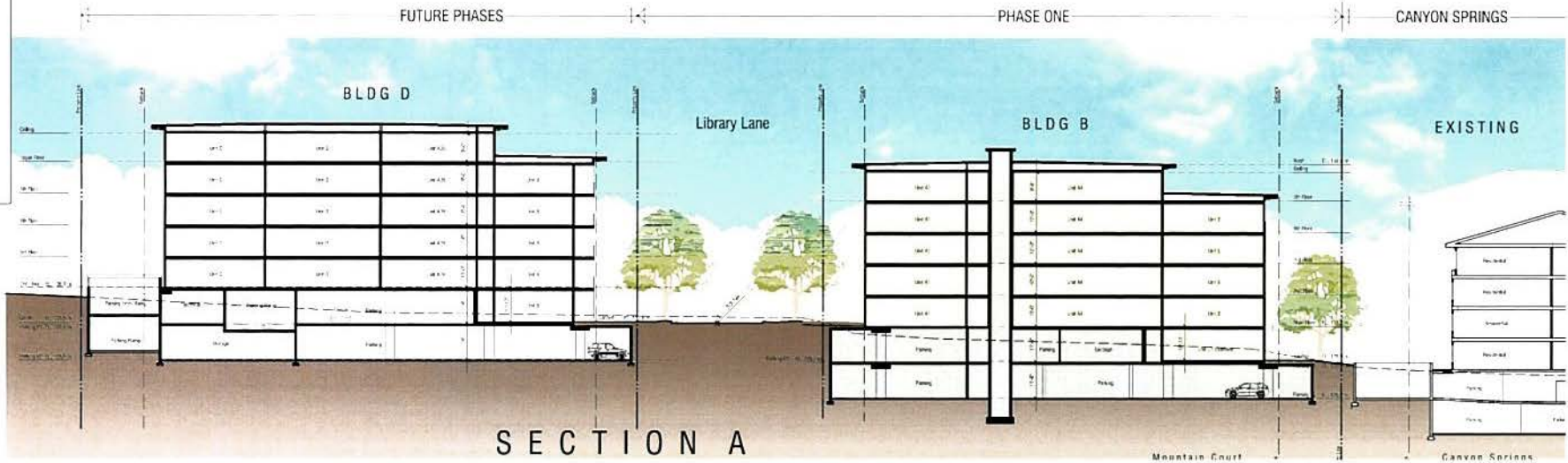
Overall Site Plan /  
Data Sheet  
1:32" = 1'  
(October 9, 2015)



# OVERALL SITE PLAN / DATA SHEET

SK-1.0





1. The project is a proposed development of a new building at the intersection of Mountain Court and Canyon Springs. The project is located on the east side of Mountain Court, south of Canyon Springs.

2. The project is a proposed development of a new building at the intersection of Mountain Court and Canyon Springs. The project is located on the east side of Mountain Court, south of Canyon Springs.

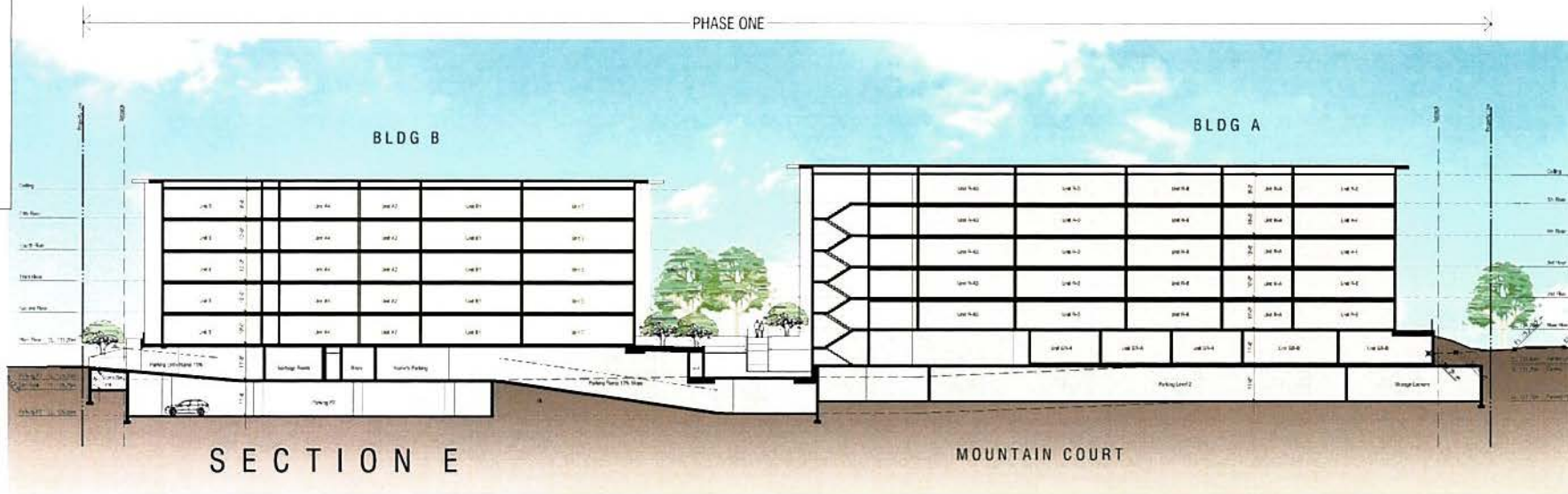


Site Sections  
1:16" = 1'-0"  
October 1, 2015

## SITE SECTIONS

SK-2.0

DP48.14D



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Issued by David G. Myers, Florida  
October 9, 2015.



## Site Sections

## SITE SECTIONS

SK-2.1





# STREETSCAPES

SK-2.2



**RAYMOND LETKEMAN**  
DIRECTOR OF R&D

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Accepted for publication: October 2, 2015

## PHASE ONE



Mountain Court  
E 27th Street  
NORTH VANCOUVER, BC  
For  
Polygon

### Streetscapes

## STREETSCAPES

SK-2.3



1	Roll	505 Roll Membrane c/w Granular Top Sheet "White Grey"
2	Roll Extension Capacity	505 Roll Membrane c/w Granular Top Sheet "White Grey"
3	Roll Width	24 in x 24 ft Winding (NDR) Roll Detail Colour as per Colour Material Roll
4	Roll Length	24 in x 24 ft Winding (NDR) Roll Lengths See Detail Colour as per Colour Material Roll
5	Rolls - Feature	Wood 18 in x 6 in Groove Cedar Colour as per Colour Material Roll
6	Rolls - Type	Hardwood Panels 14 ft panels at a max spacing 24 ft as per Colour Material Roll

- |   |  |
|---|--|
|  Softie, Baccaries | HardSoft Panels: 1x41 buttons at 4 mm spacing<br>Colour as per Colour Mastercard                               |
|  Enter or Wait     | Hard Control Panels: #1: HardPanel: orange<br>Carving: Hope, RM-HC 94, 95<br>Matching: Autumn, Hwars, Lasyum   |
|  Enter or Wait     | Hard Control Panels: #2: HardPanel: orange<br>Carving: Gray, RM-HC 103, 104<br>Matching: Autumn, Hwars, Lasyum |
|  Enter or Wait     | Hard Control Panels: HardPanel: orange<br>Carving: Hope, 7, Exos, Jw, 9, 10<br>Colour as per Colour Mastercard |
|  Enter or Wait     | Mini-Warning Sign: 210x210 High 110x110<br>Material: colour as per Colour Mastercard                           |

- |                                     |   |
|-------------------------------------|---|
| 3) Entry Wall                       | Columns, masonry panel, perforated panelling, AISI and composite railing, AISI                      |
| 4) Feature Balcony Posts            | Column, masonry panel, wind columns, steel as per detail, Paint Colour as per Colour Material Board |
| 5) Trim Windows                     | 1. Flush Edge Cementitious Trim, 2. Joints as per detail, Colour to match adjacent panel colour     |
| 6) Accent Panels at Window Eyebrows | 1. Flush Edge Cementitious Trim, 2. Joints as per detail, Colour to match adjacent panel colour     |
| 7) Guard Type 1                     | Aluminium Panels and Toprail, Grate as per Colour Material Board                                    |
| 8) Guard Type 2                     | Tempered Glass Panels in Aluminium Frames   |

- |   |                                |   |
|---|--------------------------------|---|
|  | Feature Windows at Entry       | Low E Double Glazing in Aluminium Frame<br>Airflow Wall - Colour as per Colour Material Board |
|  | Feature Windows                | Low E Double Glazing in Vinyl Frame with Airflow Wall - Colour as per Colour Material Board   |
|  | Feature Entry Doors            | Glass Panel Doors in Aluminium Frames<br>Colour as per Colour Material Board                  |
|  | Windows - Vinyl Resonance type | Low E Double Glazed Vinyl Frames - Reglet or White colour                                     |
|  | Floor Doors                    | Tempered Safety Glass Panel Doors in Wood Frames  |
|  | Gutter & FFIW                  | Heavyduty Aluminium<br>Colour as per Colour Material Board                                    |

- |                                    |   |
|------------------------------------|---|
| Concrete Liners<br>Sills & Copings | High polished and composite flooring<br>Architectural quality finish        |
| Cladding                           | Pre-finished Aluminium for Cladding<br>as per Colour Material Board         |
| Mechanical Covers                  | Pre-finished Metal Factory Painted<br>Colour to Match Cladding Field Colour |
| Landscaping Wall                   | See Landscaping Drawings  |
| Guardrail Landscaping              | See Landscaping<br>Colour as per Colour Material Board                      |
- Notes:**  
Colour & Material changes never occur on any outdoor or interior unless otherwise specified



**RAYMOND LETKEMAN**  
LIGHTING • 3D • 2D

200 West 10th Avenue, 11th Floor, New York, NY 10011  
212.691.1000 • FAX 212.691.1001 • WWW.RAYMONDLETKEMAN.COM

Received for Consideration: February  
October 4, 2015



Mountain Court  
E 27th Street  
NORTH VANCOUVER, BC

**For Polygon**

Building A  
Elevation

1.8" = 1'-0"

## BUILDING A - ELEVATION

SK-7.0



### Building A - North Elevation

FINISH LEGEND: BLDG A

- |                          |   |
|--------------------------|---|
| 1. Hook                  | 1/32 Hook Minimum / 1/4 Grain at End Sheet, White Grey                                    |
| 2. Hook Enhance Capacity | 1/32 Hook Minimum / 1/4 Grain at End Sheet, White Grey                                    |
| 3. Hook Fascia           | 7/16 on 2x12 Wood Joist / See Detail for Count Material Board                             |
| 4. Balcony Fascia        | 7/16 on Wood Fascia is Not on front boards, See Detail, Count is per Count Material Board |
| 5. Siding Feature        | Wood, 2x6 Groove Cedar, Colour is per Count Material Board                                |
| 6. Siding Typical        | Hard Soft Pine, 1x6 Sapele at 1/4 in. Spacing, Colour is per Count Material Board         |

- ☐ 7. Synth. Sacroses
- ☐ 8. Ester of Wats
- ☐ 9. Ester of Wats
- ☐ 10. Ester of Wats
- ☐ 11. Ester of Wats

- Hard-Soft Panels: 1x36" bathtubs of 4" max spacing.  
Colour as per Colour Material Board.
- Fire Cement Panels #1: Hard Panels approved by  
CC Corporation, Gray BM 100-103, 4" max spacing,  
matching Aluminum Rivets - Easyline.
- Fire Cement Panels #2: Hard Panels approved by  
CC Corporation, Gray BM 100-103, 4" max spacing,  
matching Aluminum Rivets - Easyline.
- Fire Cement Slabs: Hard Panels approved by  
Horizontal Slabs, 7" Exposed, w/ 4" corner joints.  
Colour as per Colour Material Board.
- Deck: 6" max Size 2'x7' High x 11'x17' long  
Material colour as per Colour Material Board.

- 12. External Walls
- 13. Feature Balcony
- 14. Triple Windows Doors
- 15. Access Trench or Window Ejectors
- 16. Guard Type 1
- 17. Guard Type 2

- Concrete Reinforcement Panel for exposed piling, walls and connected retaining walls
- Guam Engineered wind drums, such as optional Sani Colour as per Colour Material Board
- 1-Block Fibre Cement Hard-Tech sizes as per detail. Colour to match adjacent panel colour
- 1-Block Fibre Cement Hard-Tech sizes as per detail. Colour to match adjacent panel colour
- Aluminium Rivets and Frames  
Colour as per Colour Material Board
- Tempered Glass Panels in Aluminium Frames  
Colour as per Colour Material Board

- 18 Feature Windows & Entry
- 19 Feature Comparison
- 20 Feature Entry Close
- 21 Windows: Very Residential type
- 22 Photo Discs
- 23 Games & DVD

- Look! Double Glazing in Aluminium Frame  
Window Air Colour as per Colour Material Board
- Look! Double Glazing in Vinyl Frame Window  
Wall Colour as per Colour Material Board
- Glass Panel Door in Aluminium Frames  
Colour as per Colour Material Board
- Look! Double Glazed  
Vinyl Frames Beige to White Colour
- Tempered Safety Glass Panel Door in Wood  
Grains
- Polished Aluminium  
Colour as per Colour Material Board

-  Concrete Ledges, Sea & Cappings
-  Flashing
-  Mechanical Liner
-  Landscape Wall
-  Guard Landscape

- The cap is available in one of three colours.  
Architectural quality finish.
- Polyestered Aluminium for Colour  
as per Colour Material Board
- Polyestered Metal Factory Painted  
Colour as per Colour Matching Field Colour
- See Landscape plans
- On Landscape  
Colours as per Colour Material Board
- Changes never occur on an outside corner  
(see)

**RAYMOND LETKEMAN**  
 CONSULTING  
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issued for Development. Over 800,000 copies of the book have been sold.



Mountain Court  
E 27th Street  
NORTH VANCOUVER, BC

For Polygon

### Building A Elevation

1.8° = 1'-0"

## BUILDING A - ELEVATION






SK-7.1





FINISH LEGEND: BLDG A

- |                     |   |
|---------------------|---|
| ✓ Roof              | 5/8" Roof Membrane (w/ Gravel) or Cold Sheet White Gylt                               |
| ✓ Roof Underlayment | 5/8" Roof Membrane (w/ Gravel) or Cold Sheet White Gylt                               |
| ✓ Roof Fasco        | 2x8 or 2x10 Wood Joist/Deck (per Color or Colour as per Colour Material Brand)        |
| ✓ Balcony Fasco     | 2x10 Wood Fasco (No trim or boards (see detail). Colour as per Colour Material Brand) |
| ✓ Sillis Feature    | Wood, 1x6 x Groove Cedar  |
| ✓ Sillis Typical    | Hardwood Plyform. Text/Balustrade at Max spacing. Colour as per Colour Material Brand |

- |   |  |
|---|--|
|  <b>Sorta</b> - <b>Balconies</b> | <b>RapidStone®</b> 1/2" hollow 1/4" x 1/4" x 1/4" spacing<br><b>Decorative per Linear Material Board</b>   |
|  <b>Enter to Walk</b>            | <b>RapidStone®</b> 1/2" - 1/4" hollow 1/4" x 1/4" x 1/4" spacing<br><b>Decorative Board - BM</b> - 1/4" x 1/4" x 1/4" center<br><b>matching Aluminum Handrail - 1/4" x 1/4" x 1/4"</b> |
|  <b>Enter to Walk</b>            | <b>RapidStone®</b> 1/2" - 1/4" hollow 1/4" x 1/4" x 1/4" spacing<br><b>Decorative Board - BM</b> - 1/4" x 1/4" x 1/4" center<br><b>matching Aluminum Handrail - 1/4" x 1/4" x 1/4"</b> |
|  <b>Enter to Walk</b>            | <b>RapidStone®</b> 1/2" - 1/4" hollow 1/4" x 1/4" x 1/4" spacing<br><b>Decorative Board - BM</b> - 1/4" x 1/4" x 1/4" center<br><b>matching Aluminum Handrail - 1/4" x 1/4" x 1/4"</b> |
|  <b>Enter to Walk</b>            | <b>RapidStone®</b> 1/2" - 1/4" hollow 1/4" x 1/4" x 1/4" spacing<br><b>Decorative Board - BM</b> - 1/4" x 1/4" x 1/4" center<br><b>matching Aluminum Handrail - 1/4" x 1/4" x 1/4"</b> |

- [illegible]

- ◆ **Frame Material:** Windows & Doors are per Colour Master Board
- ◆ **Feature Windows:** Low E Double Glazing, in Vinyl Frame Glazings Low E Colour as per Colour Master Board
- ◆ **Feature Entry Doors:** Glass Panel Doors in Aluminium Frames Colour as per Colour Master Board
- ◆ **Window Vinyl Resin/Panel type:** Low E Double Glazed Vinyl Frames, Beige or White colour
- ◆ **Panel Doors:** Tempered Safety Glass Panel Doors in Wood Grains
- ◆ **Garage & RV:** White/Black Aluminium Colour as per Colour Master Board

- |                       |  |
|-----------------------|--|
| ✦ Sills & Copings     | Architectural quality finish   |
| ✦ Flashing            | Polyester Resin Aluminium for Colour as per Colour Material Board      |
| ✦ Mechanical Fixtures | Polyester Resin, Factory Painted Colour to Match Cladding Field Colour |
| ✦ Landscape Wall      | See Landscape drawings   |
| ✦ Guard Landscape     | See Landscape Colour as per Colour Material Board                      |
- Notes:**  
 Colour & Material changes refer to our design/landscape contract (unless noted otherwise)

## BUILDING A - ELEVATION

DP48.14J



## Building A - East Elevation

FINISH LEGEND: BLDG A

- |                          |   |
|--------------------------|---|
| ◆ Roof                   | SBS-Rigid Membrane on Gravelly Gap Sheet White Grey                             |
| ◆ Roof/Finnish<br>Garage | SBS-Rigid Membrane on Gravelly Gap Sheet White Grey                             |
| ◆ Roof/Floor             | 200-250mm Wood (HDF) on 100mm Gypsum concrete per Colour Material board         |
| ◆ Bathroom/Floor         | 20-25 Wood Floor (HDF) on 100mm Gypsum concrete per Colour Material board       |
| ◆ Sillies/Floor          | Wood 145 V-Groove Cedar<br>Concrete per Colour Material board                   |
| ◆ Sillies/Floor          | Hardwood/Engineered floors at a max. spacing 300mm as per Colour Material board |

- |                             |   |
|-----------------------------|---|
| ✦ <b>Setting: Raccines:</b> | Hard-Pine Plank 11'1" x 11'1" x 1" max spacing<br>Color as per Color Material Board   |
| ✦ <b>Exterior Wall:</b>     | 1/2" Hard-Pine Plank 1" x 1" Hard-Pine Plank or approved<br>or Gypsum Board, BM 11'1" x 11'1" x 1" color<br>matching Aluminum Horizontal Casing |
| ✦ <b>Exterior Wall:</b>     | 1/2" Hard-Pine Plank 1" x 1" Hard-Pine Plank or approved<br>or Gypsum Board, BM 11'1" x 11'1" x 1" color<br>matching Aluminum Horizontal Casing |
| ✦ <b>Exterior Wall:</b>     | 1/2" Hard-Pine Plank 1" x 1" Hard-Pine Plank or approved<br>or Gypsum Board, BM 11'1" x 11'1" x 1" color<br>matching Aluminum Horizontal Casing |
| ✦ <b>Exterior Wall:</b>     | 1/2" Hard-Pine Plank 1" x 1" Hard-Pine Plank or approved<br>or Gypsum Board, BM 11'1" x 11'1" x 1" color<br>matching Aluminum Horizontal Casing |
| ✦ <b>Exterior Wall:</b>     | 1/2" Hard-Pine Plank 1" x 1" Hard-Pine Plank or approved<br>or Gypsum Board, BM 11'1" x 11'1" x 1" color<br>matching Aluminum Horizontal Casing |

- 1.2 Exterior Wall
- 1.3 Feature Battery P
- 1.4 Term, Windows, Doors
- 1.5 Accent Term at Window Eyebrow
- 1.6 Guard Type 1
- 1.7 Guard Type 2

- Concrete: Reinforcement bars in precast parking walls and concrete retaining walls
- Gypsum: Engineered wood columns such as pre-detailed: Blank Colour as per Colour Material Board
- Timber: Fire Cement Hard Trim: Tiles as per detail: Colour to match adjacent panel colour
- Timber: Fire Cement Hard Trim: Tiles as per detail: Colour to match adjacent panel colour
- Aluminum: Tiles and Frame: Colour as per Colour Material Board
- Tempered Glass Panels in Aluminum Frames: Colour as per Colour Material Board

- Feature Windows Temp
- Feature Windows
- Feature Entry Doc
- Windows Virtual Resident type
- Page Books
- Gallery & Hall

- 10m E Double Glazing in Aluminium Frame  
Window Wall Colour as per Colour Material Board
- 10m E Double Glazing in Vinyl Frame Window  
Wall Colour as per Colour Material Board
- Glass Panel Doors in Aluminium Frames  
Colour as per Colour Material Board
- 10m E Double Glazing  
Vinyl Frames, Bridge or White colour
- Tempered Safety Glass Panel Doors in Wood  
Frames
- Prefabricated Aluminium  
Colour as per Colour Material Board

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>Concrete Urns 5 x 8 Closest</li> <li>Flashing</li> <li>Mechanical Covers</li> <li>Landscape Wall</li> <li>Guard Landscape</li> </ul> | <ul style="list-style-type: none"> <li>Pre-painted Non-Hot-Dip-Coated 3" Single Lap Steel Actual Quality Finish</li> <li>Pre-finished Aluminum for Color as per Colour Matcha Road</li> <li>Pre-finished Metal, Easy-to-Paint Color as per Match &amp; Addenda Part 6 Color</li> <li>See Landscape Dept</li> <li>See Landscape</li> <li>Color as per Colour Matcha Road</li> </ul> |
|---|--|
- Notes:  
 Colour & Material changes may occur on an outside factor (unless noted otherwise)

**RAYMOND LETKEMAN**  
HIGHTOWER INC.

1000 N. 17th St., Suite 1000 • Dallas, TX 75201  
Tel: 214-517-1117 Fax: 214-517-0000

Letkeman is a leading national materials management and distribution company. We are currently seeking experienced sales professionals to join our sales force. The opportunity for professional growth and advancement is excellent. For more information, please contact: Raymond Letkeman, Director of Sales, at 214-517-1117.

Issued for U.S. export control Form 100  
October 9, 2015

 Mountain Court  
E 27th Street  
NORTH VANCOUVER, BC

**For Polygon**

### Building A Elevation

1.8 = 1.0  
October 9, 2015

## BUILDING A - ELEVATION

SK-7.3



Architectural elevation drawing of Bldg B, a multi-story residential building. The drawing shows a section cut on the left, revealing the interior layout and floor levels (1st floor, 2nd floor, 3rd floor, 4th floor, 5th floor). The building features a modern design with large windows and a flat roof. The section cut is labeled with floor levels and includes a small tree on the right. The building is labeled "Bldg B" and "Property Line".

Issues of Development Planning  
October 3, 2015

**For Polygon**

1:8" = 1'-0"  
Copyright © 2015

1	Roof	535 Roof Membrane w/Gravel on Cast Sheet While Grey
2	Roof, Entrance Canopy	535 Roof Membrane w/Gravel on Cast Sheet While Grey
3	First Floor	248 1/2" x 21/2" Wood Plastic LVL (D) 20' On 6" x 6" Joist as per Colour Match Board
4	Balcony Floor	21/2" x 10" Wood Plastic LVL (D) on 6" x 6" Joist as per Colour Match Board
5	Stairs, Feature	Wood: 1/2" x 6" Groove Cedar Colour as per Colour Match Board
6	Stairs, Tread	Hard Solid Plank: 1 1/2" x 6" x 12' as per Colour Match Board

 Softly Backed	Hard Soft Planks 1/2" thick and 1/4" thick spacing 1/2" on center per Decking Material Guide.
 Edge of Walls	1/4" Edge Cement Planks and 1/4" Hard Plank or approved edge material. 3/4" OC 1/2" on center matching Aluminum Minirails. 1/4" system.
 Edge of Walls	1/4" Edge Cement Planks and 1/4" Hard Plank or approved edge material. 3/4" OC 1/2" on center matching Aluminum Minirails. 1/4" system.
 Edge of Walls	1/4" Edge Cement Planks - Hard Plank or approved edge material. 3/4" OC 1/2" on center matching Aluminum Minirails. 1/4" system.
 Edge of Walls	Softly Backed Planks and 1/4" thick on deck. 3/4" OC 1/2" on center matching Aluminum Minirails. 1/4" system.

Crimes Water	Concrete, elastomeric paint on exterior walls, tiles and connected draining walls.
Feature Balcony Posts	Custom Engineered wood columns, such as percol. Stan Colour for Colour Marine Board.
Tone Windows Doors	1. If not fire resistant (as per percol. Colour to match adjacent paint) colour.
Accent Trim and Window Sillboards	1. If not fire resistant (as per percol. Colour to match adjacent paint) colour.
Guardrail	Tempered Glass Panels in Aluminium Frames. Colour as per Colour Marine Board.
Feature Windows at Entry	Double Glazing in Aluminium Frame and Window Wall. Colour as per Colour Marine Board.

Feature Window Wall	Look 1 Double Glazing in Aluminium Frame Colour as per Colour Master Board
Feature Entry Doors	Tempered Safety Glass with Spandrel Glass Frames as per Colour Master Board Door Colour to Match Surrounding Window Frame
Windows - Residential type	Look 1 Double Glazed Very Clean, Beige or White Colour
Panel Doors	Tempered Safety Glass Panel Doors in Wood Finishes
Gates & Rails	Polished Aluminium Colour as per Colour Master Board
Concrete Slabs & Columns	High class Architectural concrete, 3 length large Artificially cast quality finish

	Painting	Painting as per Colour as per Colour Material Board
	Mineral Pigments	Painting as per Mineral Pigment Colour as per Colour Material Board
	Landscape Wall	See Landscape drawings
	Guard Landscape	See Landscape drawings as per Colour Material Board

Notes:  
 Colour & Material changes never occur in an outside corner  
 unless noted otherwise

SK-8.0

DP48.14L



Building B - South Elevation

FINISH LEGEND:

- [illegible]

- ☐ 7. Surface Drainage
- ☐ 8. Exterior Walls
- ☐ 9. Exterior Walls
- ☐ 10. Exterior Walls
- ☐ 11. Exterior Walls

- [illegible]

- 12. Entrance Walk
- 13. Feature Back
- 14. Stone Window Door
- 15. Access Time Window Exit
- 16. Garden Hall

- [illegible]

- 13 Feature Entry Doors
- 4 Windows Viny Residential type
- 51 Patio Doors
- Garner & Wren

- [illegible]

-  Fasting
-  Meditation
-  Lactation
-  Taste & Touch

- Painting Aluminum in Cold  
as per Cold-Metal Board

- Chen et al. (2005) have noted that an outside control group is not ideal.

# BUILDING B - ELEVATION

 Mountain Court  
E 27th Street  
NORTH VANCOUVER, BC

**For Polygon**

**Building B  
Elevation**  
1/8" = 1'-0"  
Copyright © 2015

SK-8.1



DP48.14M



### Building B - East Elevation

**FINISH LEGEND:**

- |                        |  |
|------------------------|--|
| 1 Roof                 | SPS Roof Membrane (on Gravel) Gap Seal 'White Greaf'                                     |
| 2 Wind Entrance Canopy | SPS Roof Membrane (on Gravel) Gap Seal 'White Greaf'                                     |
| 3 Wind Wall            | 2x10 Wind Wall (on 2x4s) (on 2x6s) See Detail Colour as per Colour Material Board        |
| 4 Balcony Fascia       | 2x10 Wind Fascia (on 2x4s) (on 2x6s) See Detail Colour as per Colour Material Board      |
| 5 Soffit - Feature     | Wood 1x6 V-Groove Cedar Colour as per Colour Material Board                              |
| 6 Soffit - Tripart     | Hardboard Panels 1/2" (on 2x4s) (on 2x6s) See Detail Colour as per Colour Material Board |

- 7. Soils: Balcornes
- 8. Enter or Wait
- 9. Enter or Wait
- 10. Enter or Wait
- 11. Enter or Wait

- Hard/Soft Panels: 1x3 battens at 4" max spacing.  
Colour as per Colour Material Board
- Fibre Cement Panels #1 - Hard Panel, approved by  
Seaport, BM, OC, 1/3" max color matching.  
Aluminum Reveal: 1x5mm
- Fibre Cement Panels #2 - Hard Panel, approved by  
Greenberg Range, BM, OC, 1/3" max color  
matching. Aluminum Reveal: 1x5mm
- Fibre Cement Boards: Hard Panel approved by  
Greenberg Range, 7" Exposure, 1/4" Greenberg.  
Colour as per Colour Material Board
- Stone: Granite, variety 4, thickness: panels  
vary 1/4" to 1/2" (1" max)

- 12. Entry Wall
- 13. Feature Balcony
- 14. Trans. Window Doors
- 15. Access Trans. Window Entry
- 16. Guard Rail
- 17. Feature Window Entry

- Concrete, elastomeric paint on exposed parking  
Asps and Concrete retaining walls
- Column Fin: exposed wood columns, such as per  
detail: Stair Columns as per Column Material Board
1. Thick Fire Cement Hard Trim, sizes as per  
panel: Colour to match adjacent panel colour
1. Thick Fire Cement Hard Trim, sizes as per  
panel: Colour to match adjacent panel colour
- Tempered Glass Panels in Aluminium Frames  
Colour as per Glass Material Board
- Double Glazing in Aluminium Frame Window  
Walls: Colour as per Column Material Board

- 13 Feature Entry, Doc
- 4 Windows, Viny, Residential type
- 71 Patio Doors
- 22 Gutter & Hail
- 4 Concrete Foundations & Sills & Copings

- Low E Double Glazing in Aluminium Frame  
Windows Wall: Colours as per Colour Master Board
- Tempered Safety Glass in Spandrel Glass Panels as per Colour Master Board. Double Glazing Match Surrounding Window Frame
- Low E Double Glazing  
Wall Frames: Beige or White colour
- Tempered Safety Glass Panel: Double in Wood Frames
- Reflecting Aluminium  
Colours as per Colour Master Board
- Re-cast Architectural concrete 2.0 thickness  
Architectural quality finish

-  Fishing
-  Mechanical pump
-  Landscape wall
-  Guard landscape

- See Landscapes

- <sup>a</sup>Notes:  
Drip & Maters changes never occur in an outside corner  
(Not noted otherwise)

## BUILDING B - ELEVATION



Received 13 July 1998; accepted 1 October 1998



Mountain Court  
E 27th Street  
NORTH VANCOUVER, BC

**For Polygon**

### Building B Elevation

1.8" = 1'-0"

Notes:  
Drift & Malena changes never occur in an outside circle  
(unless noted otherwise)

SK-8.2

DP48.14N



Building B - North Elevation

**FINISH LEGEND:**

- |  |   |  |  |  |  |  |  |
|--|---|--|--|--|--|--|--|
| <ul style="list-style-type: none"> <li>Roof: 5/8" Royal Marinegrade Oak Grains in Cap Sheet, White Grey</li> <li>Roof: Exterior in Cantor: 5/8" Royal Marinegrade Oak Grains in Cap Sheet, White Grey</li> <li>Roof: Fascia: 2x6" 1x2x8" Wood fascia (UNO), 2x6" OSB, Colour as per Colour Material Board</li> <li>Balcony Fascia: 2x10" Wood fascia (UNO) 1x6" trim boards, 1x6" OSB, Colour as per Colour Material Board</li> <li>Roofs: Feature: Wood, 1x6" x Groove Cedar, Colour as per Colour Material Board</li> <li>Roofs: Typical: Hard Soffit Panels, 1x6" battens at 4" max spacing, Colour as per Colour Material Board</li> </ul> | <ul style="list-style-type: none"> <li>Roofs: Barbecue: 1x6" Hard Soffit Panels, 1x6" battens at 4" max spacing, Colour as per Colour Material Board</li> <li>Exterior Walls: 1x6" Hard Soffit Panels, 1x6" battens at 4" max spacing, Colour as per Colour Material Board</li> <li>Exterior Walls: 1x6" Hard Soffit Panels, 1x6" battens at 4" max spacing, Colour as per Colour 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|--|---|--|--|--|--|--|--|

**BUILDING B - ELEVATION**



[illegible]

## SK-9.0

Library Lane

BLDG B

EXISTING

Roof Ceiling EL. 148.9 m

5th Floor

4th Floor

3rd Floor

2nd Floor

Main floor EL. 133.2 m

Garden EL. 129.9 m

Parking P1 EL. 129.7 m

Parking EL. 126.2 m

Unit A1

Unit A4

Unit E

Parking

Garbage

Unit C3 (Garden)

Setback

Property Line

Can

**Section A**  
1/8" = 1'-0"  
Continued on Page 10

## 285

Architectural floor plan of BLDG A. The building is a multi-story structure with a parking level 2. The units are arranged as follows:

Floor	Unit Type	Unit Label
Upper Floors (5 levels)	Residential	Unit R-A3, Unit R-D, Unit R-B, Unit R-A, Unit R-E
Ground Floor	Residential	Unit GR-A, Unit GR-B
Ground Floor	Storage	Storage Lockers

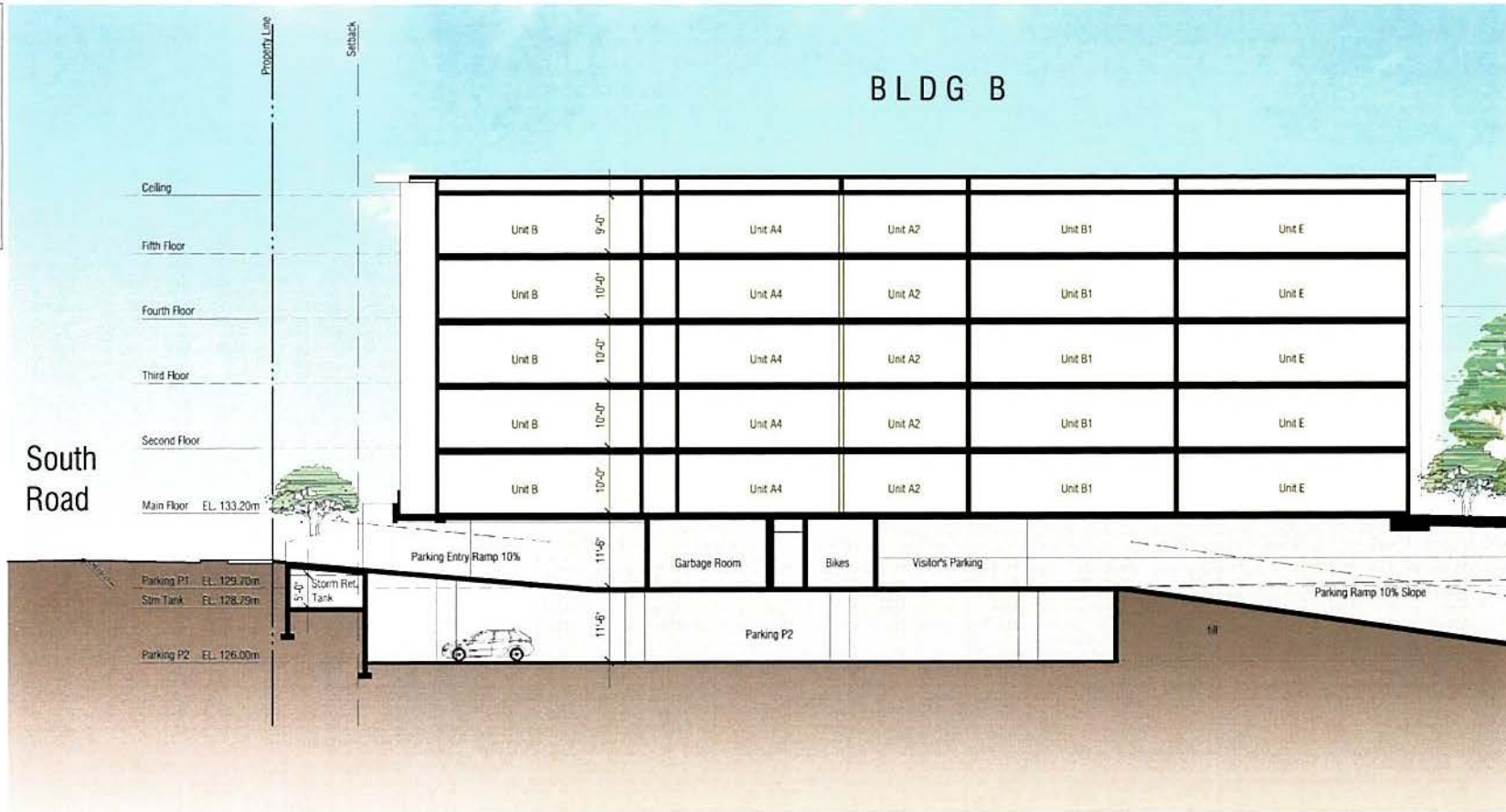
The plan also shows a parking level 2 and a setback line. The building is labeled BLDG A.



## SK-9.2



DP48.14R



**RAYMOND LETKEMAN**  
ARCHITECTS

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Prepared for: Development Permit  
October 2, 2015

**Mountain Court**  
E 27th Street  
NORTH VANCOUVER, BC

For  
**Polygon**

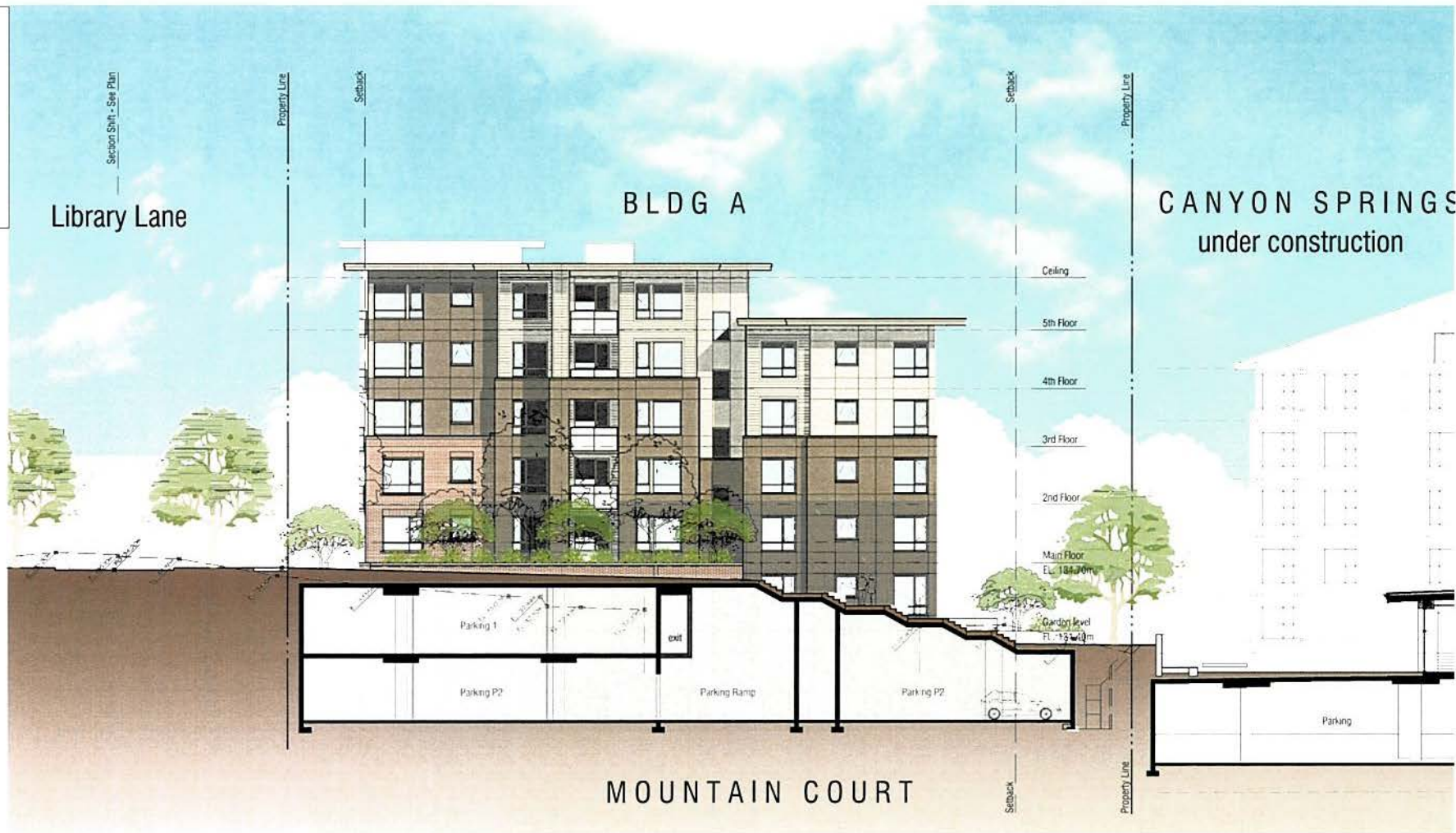
**Section E**  
1/8" = 1'-0"  
October 2, 2015

# SECTION E - THRU BLDG B

SK-9.3



DP48.14S



**RAYMOND LETKEMAN**  
ARCHITECTS LTD.

RAYMOND LETKEMAN ARCHITECTS LTD. is a registered professional architectural firm in the Province of British Columbia. The firm is a member of the Architectural Association of Canada and the British Columbia Association of Architects.

Section F  
Issued for Designation Drawing  
October 3, 2015

**Mountain Court**  
E 27th Street  
NORTH VANCOUVER, BC  
For Polygon

Section F  
1/8" = 1'-0"  
October 3, 2015

## SECTION F - THRU SITE PATH SK-9.4



# BUILDING A - COLOUR & MATERIALS

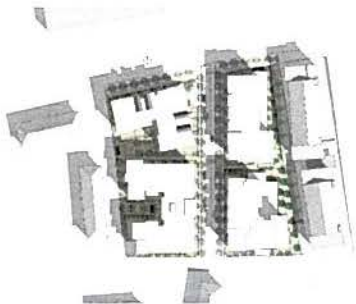




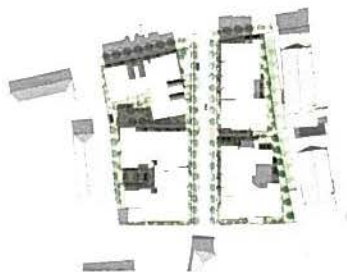
## BUILDING B - COLOUR & MATERIALS

SK-11.1

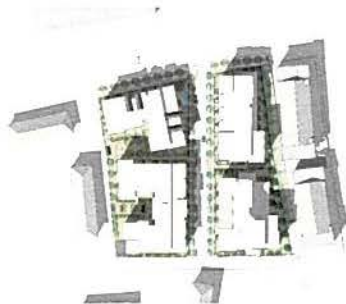
DP48.14V



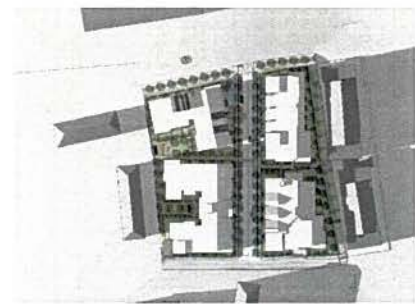
March 21, 10am



March 21, 12pm



March 21, 2pm



March 21, 6pm



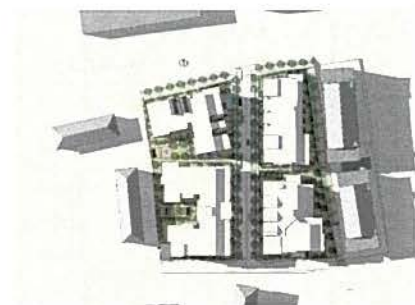
June 21, 10am



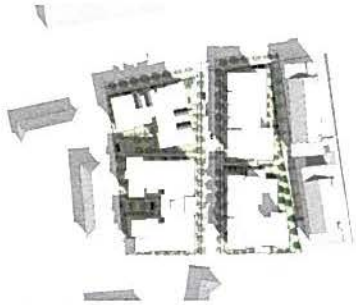
June 21, 12pm



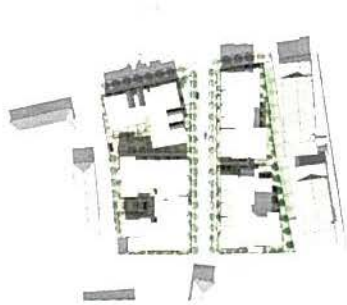
June 21, 2pm



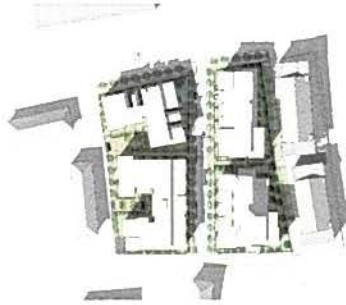
June 21, 6pm



Sept 21, 10am



Sept 21, 12pm



Sept 21, 2pm



Sept 21, 6pm

**RAYMOND LETKEMAN**  
ARCHITECTS LTD.  
1000 West 10th Avenue, Suite 1000  
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Fax: 604.681.1112  
www.raymondletkeman.com

Prepared for: City of Vancouver  
Date: October 9, 2018

**Mountain Court**  
E 27th Street  
NORTH VANCOUVER, BC  
For Polygon

**Shadow Analysis**  
1:16" = 1'-0"  
October 9, 2018



# Shadow Analysis

SK-12.3



The site plan for Canyon Springs features four buildings arranged around a central area. Building C is located in the upper left, with a total F.F.E. of 135.10. Building D is in the lower left, with a total F.F.E. of 136.90. Building A is in the upper right, with a total F.F.E. of 134.70. Building B is in the lower right, with a total F.F.E. of 133.50. The plan includes detailed landscaping with numerous trees and shrubs. Surrounding streets include East 27th Street to the north, Mountain Gate to the south, and Mountain Highway to the east. A future neighborhood park is indicated to the south of the site. The plan also shows various parking spaces and internal circulation paths.

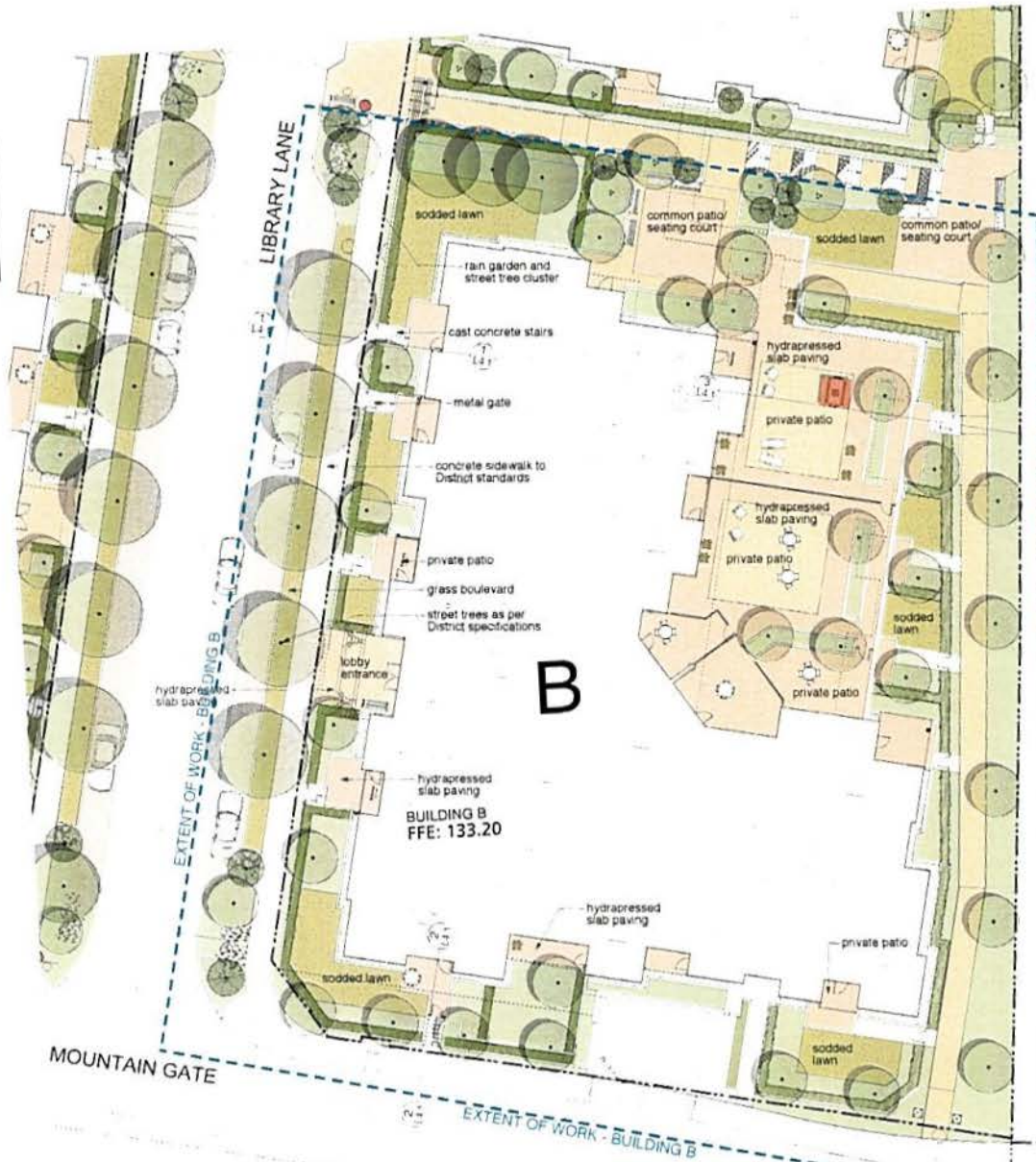
Request Number: 1  
 Drawn By: JF  
 Checked By: BB  
 Scale: 1/300  
 Job No: 14-011  
 Sheet No:

292





DP48.14Y



Canyon Springs

MOUNTAIN HIGHWAY

1. Approved for Development Permit	10/18/2015
2. Approved for Development Permit	07/27/2015
3. Approved for ADP	12/15/2014
4. Approved for ADP	11/11/2014
5. Approved for ADP	08/12/2014
6. Approved for ADP	08/02/2014
7. Approved for ADP	08/02/2014

CONTRACTOR'S NOTE:  
This drawing is not a final design and is subject to change without notice. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. The contractor shall also be responsible for ensuring that the construction of the project complies with all applicable laws and regulations.



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

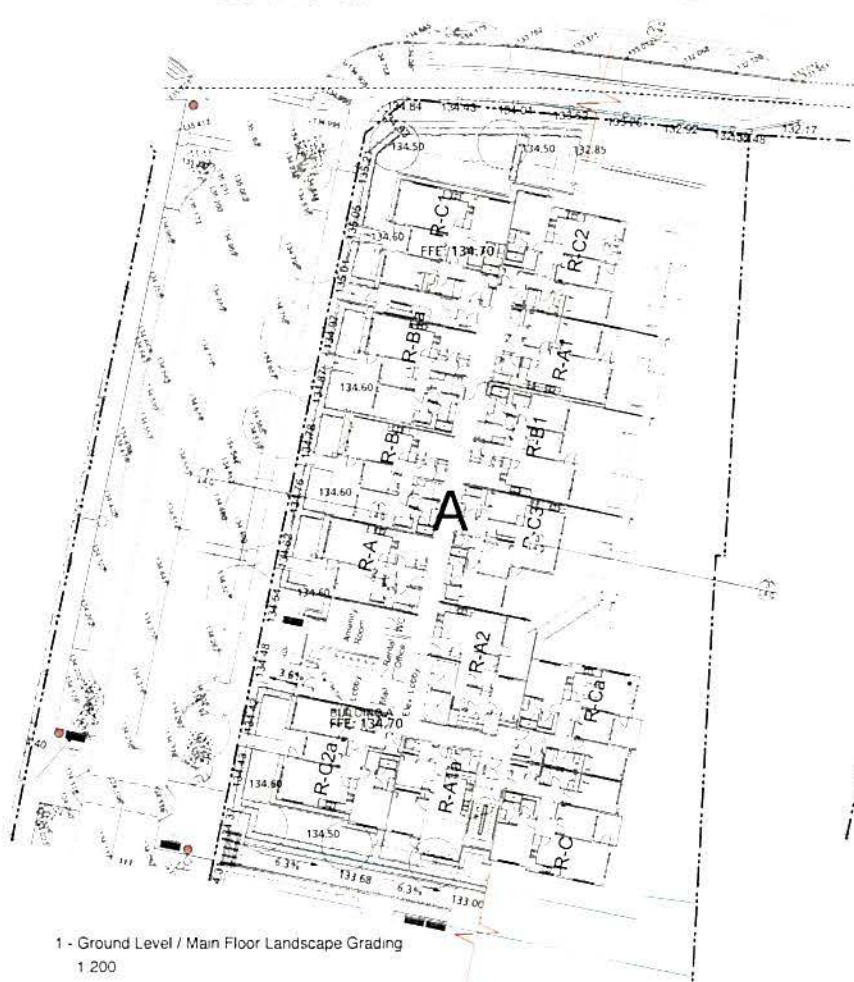
**Landscape Plan**  
Building B

Project No.	1	Project No.	1
Client No.	1	Client No.	1
Scale	1:150	Scale	1:150
Sheet No.	1	Sheet No.	1

L-1.2

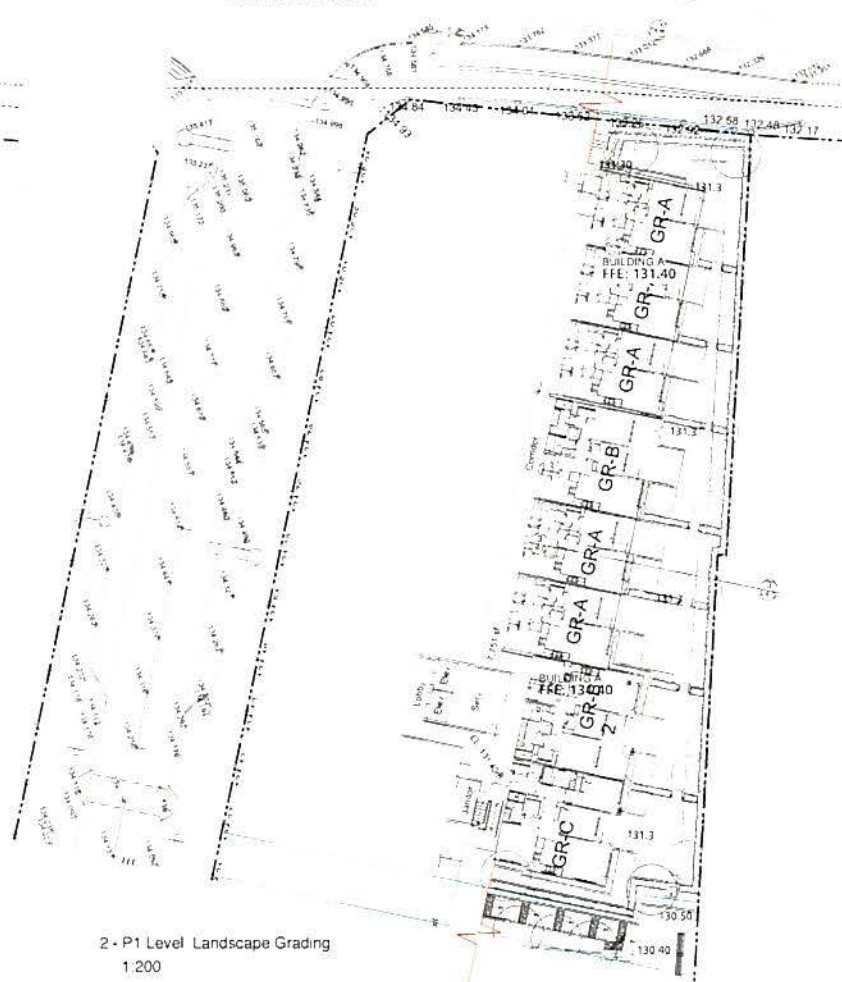
DP48.14Z

EAST 27TH STREET



1 - Ground Level / Main Floor Landscape Grading  
1 200

EAST 27TH STREET



2 - P1 Level Landscape Grading  
1:200

**P+A**  
Landscape Architecture  
Site Planning

6. Re-issued for Development Permit	10/16/2011
5. Issued for Development Permit	07/27/2011
4. Issued for ADP	11/11/2014
3. Issued for Re-zoning / DP	11/17/2014
2. ADP Presentation	06/12/2014
1. Issued for ADP	06/02/2014
Revision No.	Date

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A DIVISION OF POLYGLASS INDUSTRIES  
TEL. 854-877-0001

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

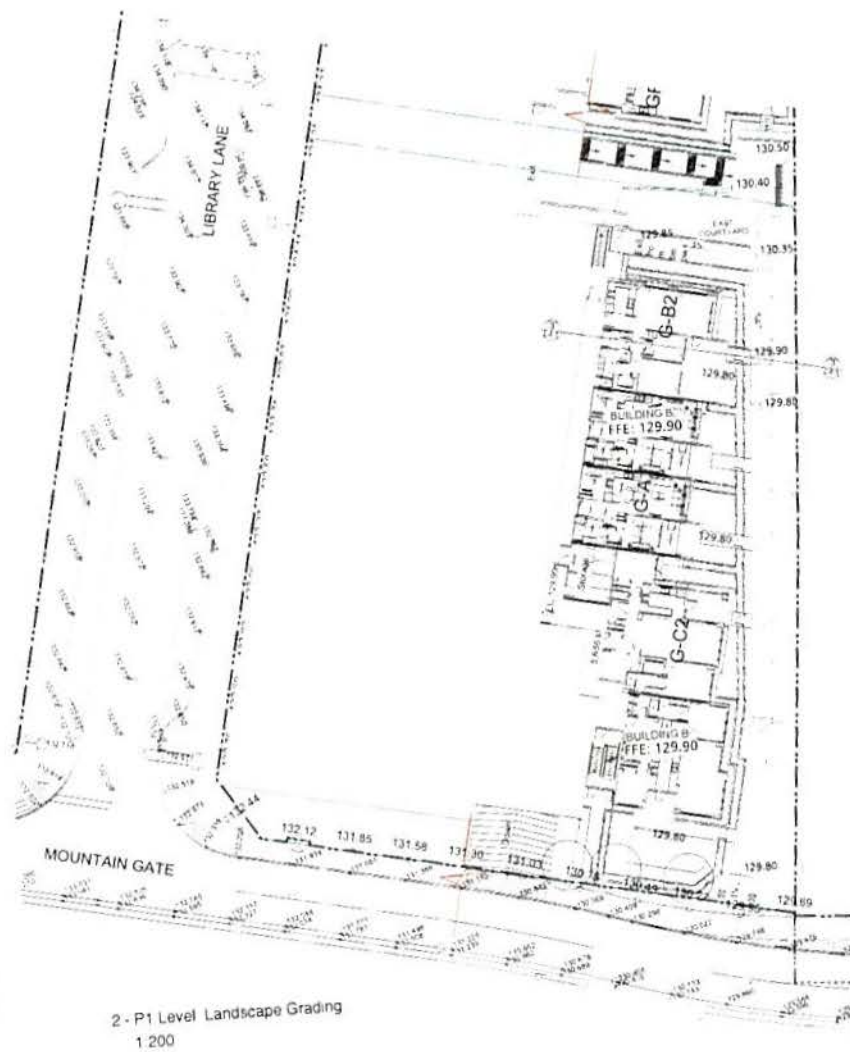
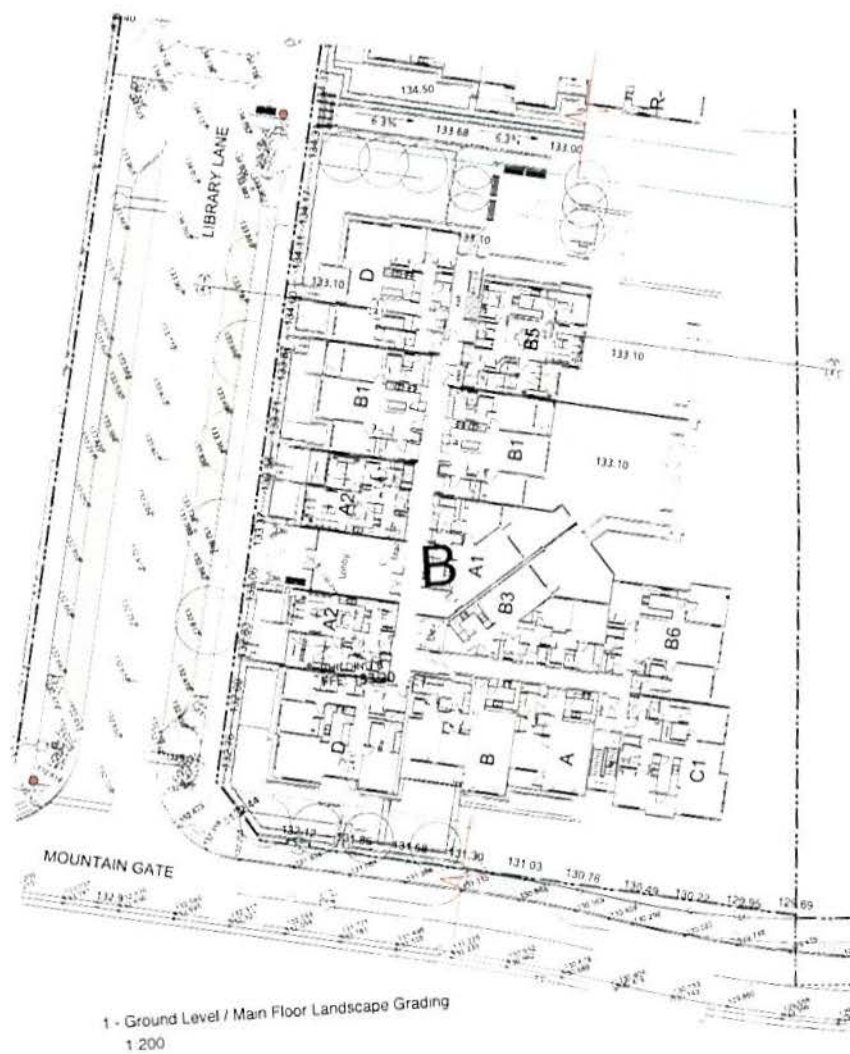
Drawing Title

**Grading Plan  
Building A**

Project North	Drawn By	1
	Checked By	RB
Scale	Scale File	
Sheet No.	1/200	14-017

L-2.0





6. Reviewed for Development - Final	12/16/2015
5. Issued for Development - Final	07/21/2015
4. Issued for ADP	12/11/2014
3. Issued for Revising - DP	11/17/2014
2. ADP Presentation	06/12/2014
1. Issued for ADP	06/02/2014
Review by:	Page

EGOROVITZ 1998:837



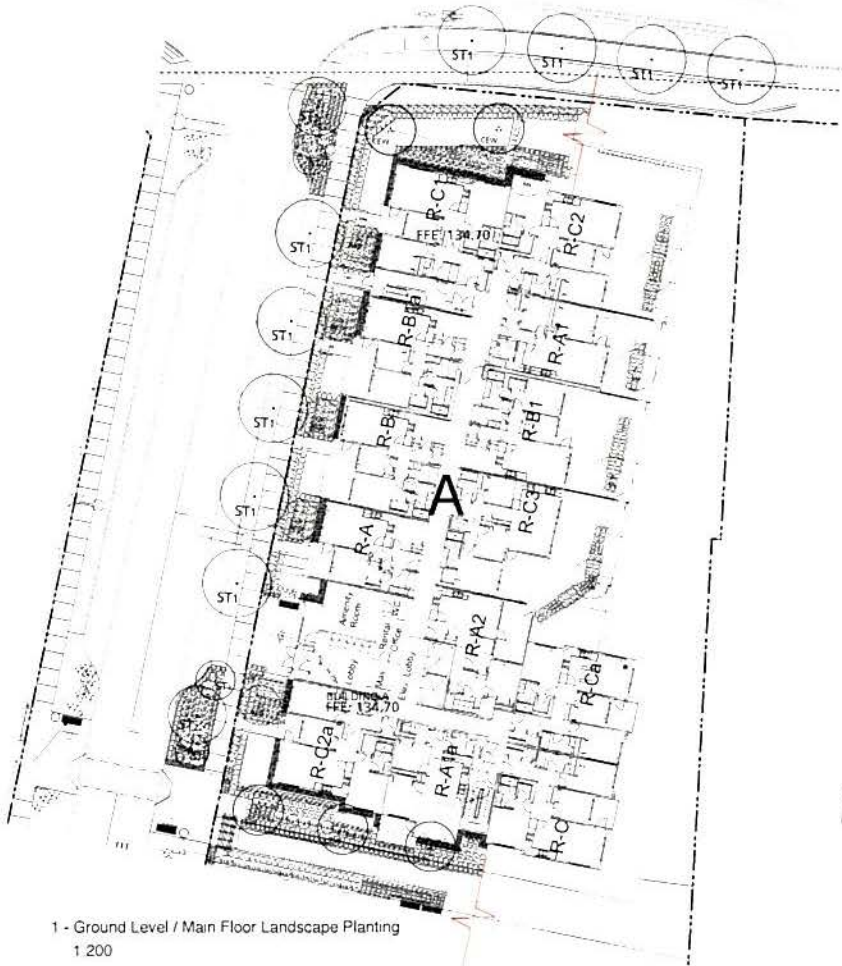
**POLYGON**

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

Grading Plan  
Building B

L-2.1

EAST 27TH STREET



1 - Ground Level / Main Floor Landscape Planting  
1:200

GENERAL PLANTING NOTES:

- 1) All planting and landscape installation to meet or exceed the B.C.S.A./V.I.C.I.N.A. landscape standards.
- 2) As a minimal acceptable standard.
- 3) Sures on the plant list shall be considered minimum sizes.
- 4) Root balls to be free of pernicious weeds.
- 5) Contractor to ensure all plant material delivered to site is from nurseries certified to be free from the phytophthora ramorum virus (udden oak death) removal and replacement of plant material found to contain the virus to be at the contractor's expense.
- 6) The contractor shall supply all plant materials shown on all drawings.
- 7) No container grown stock will be accepted. If it is root banded, all root wrapping material made of synthetics or plastics shall be removed at time of planting. Container grown stock, shall have the container removed and the rootball be firmly secured in two vertical locations.
- 8) Contractor to submit a representative sample of the proposed topsoil for testing to Pacific Soil Analysis. Contractor is responsible for arranging and payment of soil analysis and amendments to growing medium as recommended by the laboratory. Contractor shall instruct soil testing lab to submit results directly to the consultant for approval prior to commencement of work.
- 9) Contractor to provide landscape architect a copy of all packing slips received from nursery listing names and quantities of all plant stock supplied to site.
- 10) The contractor shall locate and verify the existence of all utilities prior to starting work.
- 11) All plants shall be watered thoroughly twice during the first 24-hour period after planting. All plants shall then be watered as necessary during the establishment period.
- 12) Contractor to provide one (1) year establishment maintenance, including watering and replacement of all dead/dying plant materials.
- 13) Final plant arrangements to be determined on site with landscape consultant present.

Symbol	Qty./Botanical Name	Common Name	Scheduled Size	Remarks
ST1	100	Street Tree 1	100	100
ST2	100	Street Tree 2	100	100
ST3	100	Street Tree 3	100	100
ST4	100	Street Tree 4	100	100
ST5	100	Street Tree 5	100	100
ST6	100	Street Tree 6	100	100
ST7	100	Street Tree 7	100	100
ST8	100	Street Tree 8	100	100
ST9	100	Street Tree 9	100	100
ST10	100	Street Tree 10	100	100
ST11	100	Street Tree 11	100	100
ST12	100	Street Tree 12	100	100
ST13	100	Street Tree 13	100	100
ST14	100	Street Tree 14	100	100
ST15	100	Street Tree 15	100	100
ST16	100	Street Tree 16	100	100
ST17	100	Street Tree 17	100	100
ST18	100	Street Tree 18	100	100
ST19	100	Street Tree 19	100	100
ST20	100	Street Tree 20	100	100
ST21	100	Street Tree 21	100	100
ST22	100	Street Tree 22	100	100
ST23	100	Street Tree 23	100	100
ST24	100	Street Tree 24	100	100
ST25	100	Street Tree 25	100	100
ST26	100	Street Tree 26	100	100
ST27	100	Street Tree 27	100	100
ST28	100	Street Tree 28	100	100
ST29	100	Street Tree 29	100	100
ST30	100	Street Tree 30	100	100
ST31	100	Street Tree 31	100	100
ST32	100	Street Tree 32	100	100
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ST36	100	Street Tree 36	100	100
ST37	100	Street Tree 37	100	100
ST38	100	Street Tree 38	100	100
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ST40	100	Street Tree 40	100	100
ST41	100	Street Tree 41	100	100
ST42	100	Street Tree 42	100	100
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ST93	100	Street Tree 93	100	100
ST94	100	Street Tree 94	100	100
ST95	100	Street Tree 95	100	100
ST96	100	Street Tree 96	100	100
ST97	100	Street Tree 97	100	100
ST98	100	Street Tree 98	100	100
ST99	100	Street Tree 99	100	100
ST100	100	Street Tree 100	100	100

NOTES:

- All street tree species to be determined by the District of North Vancouver. Final location and spacing of street trees to be reviewed and approved by the District Engineering Department.
- All off-site landscape to utilize "Harvest Power Garden Blend" soil as per District of North Vancouver recommendation.
- Landscape contractor to schedule a pre-construction meeting with DNV Park Designer Brad Shelling and Parks Horticulture Foreman Trisha McCarthy prior to installation of any plant material on this project.

Symbol	Qty./Botanical Name	Common Name	Scheduled Size	Remarks
ST1	100	Street Tree 1	100	100
ST2	100	Street Tree 2	100	100
ST3	100	Street Tree 3	100	100
ST4	100	Street Tree 4	100	100
ST5	100	Street Tree 5	100	100
ST6	100	Street Tree 6	100	100
ST7	100	Street Tree 7	100	100
ST8	100	Street Tree 8	100	100
ST9	100	Street Tree 9	100	100
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ST95	100	Street Tree 95	100	100
ST96	100	Street Tree 96	100	100
ST97	100	Street Tree 97	100	100
ST98	100	Street Tree 98	100	100
ST99	100	Street Tree 99	100	100
ST100	100	Street Tree 100	100	100

1. Referred for Development Permit	10/16/2015
2. Referred for Development Permit	31/27/2015
3. Referred for ADP	12/11/2014
4. Referred for Reopening (DP)	11/11/2014
5. ADP Presentation	26/12/2014
6. Referred for ADP	26/02/2014
Revision No.	Date

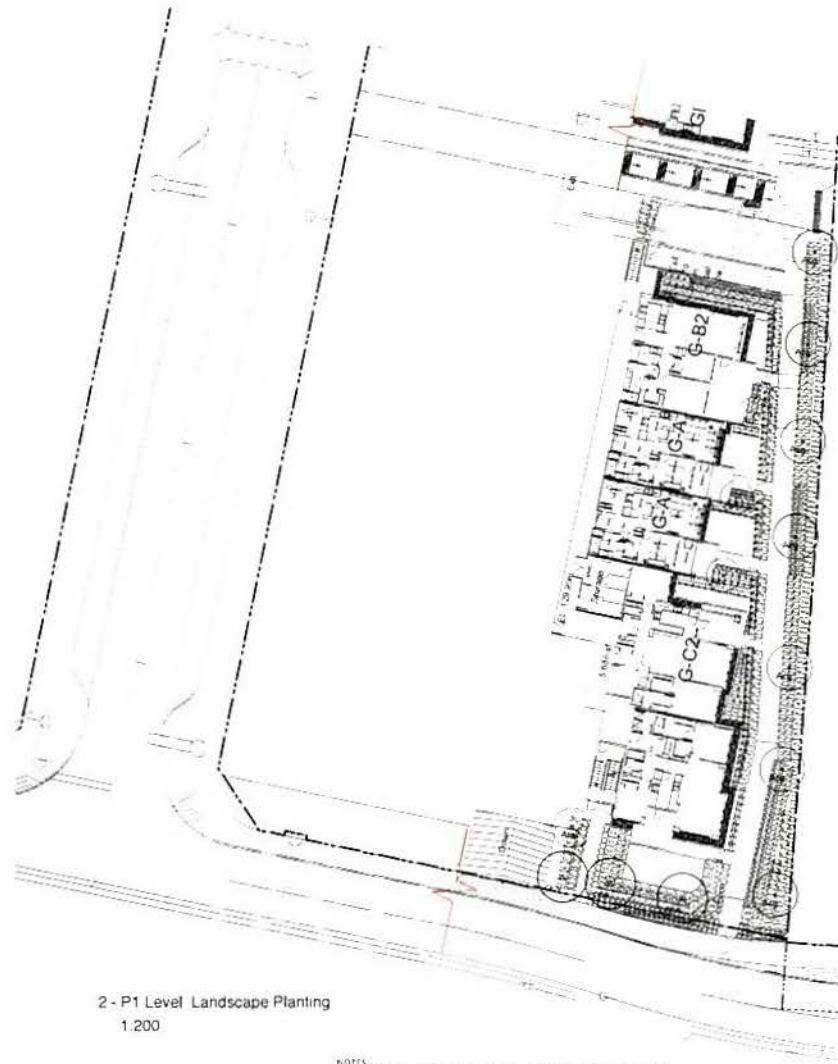
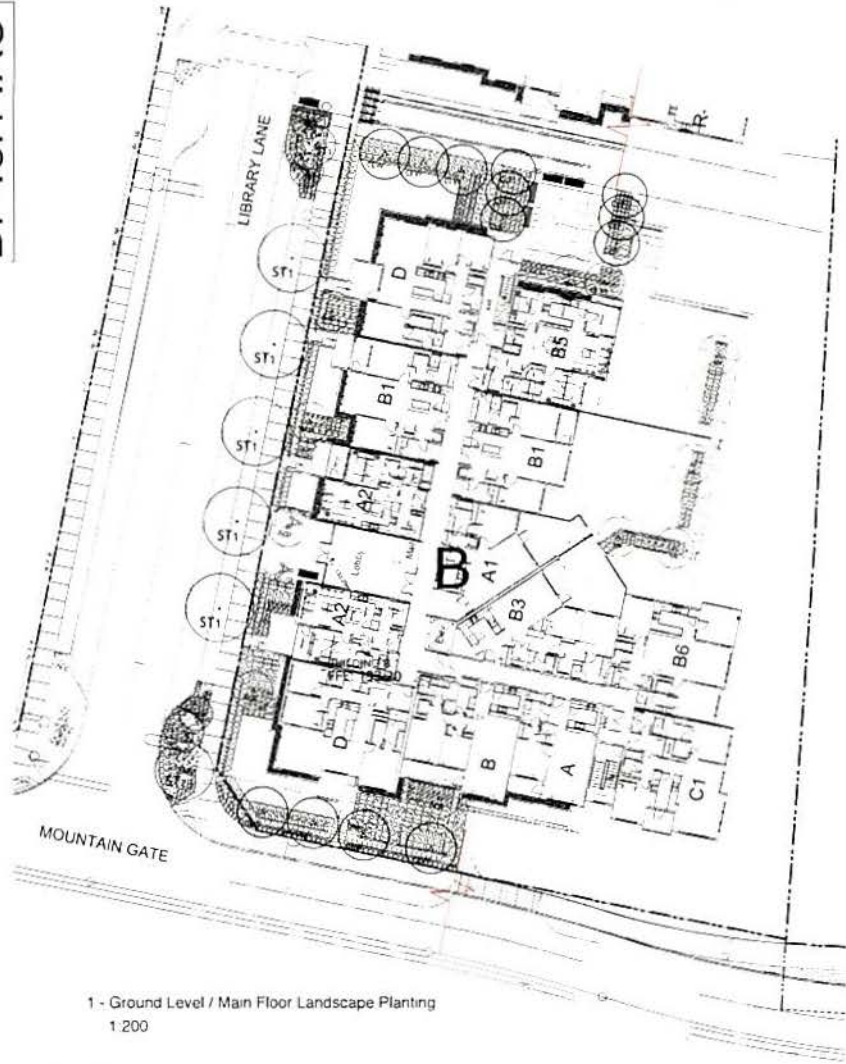
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Project Title  
**MOUNTAIN COURT**  
East 27th Street  
North Vancouver, BC

Drawing Title		Planting Plan Building A	
Project Name		Drawn By	JP
Scale		Check By	MS
1:200		14-017	
Sheet No.			





GENERAL PLANTING NOTES:

- 1) All planting and landscape installation to meet or exceed the BCS A/NCO/HA landscape standards.
- 2) As a minimal acceptable standard.
- 3) Trees on the plan lot shall be considered minimum sizes.
- 4) Root balls to be free of pernicious weeds.
- 5) Contractor to ensure all plant material delivered to site is from nurseries certified to be free from the phytophthora ramorum virus (sudden oak death) removal and replacement of plant material found to contain the virus to be at the contractor's expense.
- 6) The contractor shall supply all plant materials shown on all drawings.
- 7) No container grown stock will be accepted. It is root bound. All root wrapping material made of synthetics or plastics shall be removed at time of planting. Container grown stock shall have the container removed and the rootball be directly scored in two vertical locations.
- 8) Contractor to submit a representative sample of the proposed topsoil for testing to Pacific Soil Analysis. Contractor is responsible for arranging and payment of soil analysis and amendments to growing medium as recommended by the laboratory. Contractor shall instruct soil testing lab to submit results directly to the consultant for approval prior to commencement of work.
- 9) Contractor to provide landscape architect a copy of all packing slips received from nursery listing names and quantities of all plant stock supplied to site.
- 10) The contractor shall locate and verify the existence of all LULUs prior to starting work.
- 11) All plants shall be watered thoroughly twice during the first 24-hour period after planting. All plants shall then be watered as necessary during the establishment period.
- 12) Contractor to provide one (1) year establishment maintenance, including watering and replacement of all dead/dying plant materials.
- 13) Final plant arrangements to be determined on site with landscape consultant present.

Plant List - Building B	Symbol	Qty	Remarks
1. Tree (10' x 10')	[Symbol]	1	10' x 10' Tree
2. Tree (12' x 12')	[Symbol]	1	12' x 12' Tree
3. Tree (14' x 14')	[Symbol]	1	14' x 14' Tree
4. Tree (16' x 16')	[Symbol]	1	16' x 16' Tree
5. Tree (18' x 18')	[Symbol]	1	18' x 18' Tree
6. Tree (20' x 20')	[Symbol]	1	20' x 20' Tree
7. Tree (22' x 22')	[Symbol]	1	22' x 22' Tree
8. Tree (24' x 24')	[Symbol]	1	24' x 24' Tree
9. Tree (26' x 26')	[Symbol]	1	26' x 26' Tree
10. Tree (28' x 28')	[Symbol]	1	28' x 28' Tree
11. Tree (30' x 30')	[Symbol]	1	30' x 30' Tree
12. Tree (32' x 32')	[Symbol]	1	32' x 32' Tree
13. Tree (34' x 34')	[Symbol]	1	34' x 34' Tree
14. Tree (36' x 36')	[Symbol]	1	36' x 36' Tree
15. Tree (38' x 38')	[Symbol]	1	38' x 38' Tree
16. Tree (40' x 40')	[Symbol]	1	40' x 40' Tree
17. Tree (42' x 42')	[Symbol]	1	42' x 42' Tree
18. Tree (44' x 44')	[Symbol]	1	44' x 44' Tree
19. Tree (46' x 46')	[Symbol]	1	46' x 46' Tree
20. Tree (48' x 48')	[Symbol]	1	48' x 48' Tree
21. Tree (50' x 50')	[Symbol]	1	50' x 50' Tree
22. Tree (52' x 52')	[Symbol]	1	52' x 52' Tree
23. Tree (54' x 54')	[Symbol]	1	54' x 54' Tree
24. Tree (56' x 56')	[Symbol]	1	56' x 56' Tree
25. Tree (58' x 58')	[Symbol]	1	58' x 58' Tree
26. Tree (60' x 60')	[Symbol]	1	60' x 60' Tree
27. Tree (62' x 62')	[Symbol]	1	62' x 62' Tree
28. Tree (64' x 64')	[Symbol]	1	64' x 64' Tree
29. Tree (66' x 66')	[Symbol]	1	66' x 66' Tree
30. Tree (68' x 68')	[Symbol]	1	68' x 68' Tree
31. Tree (70' x 70')	[Symbol]	1	70' x 70' Tree
32. Tree (72' x 72')	[Symbol]	1	72' x 72' Tree
33. Tree (74' x 74')	[Symbol]	1	74' x 74' Tree
34. Tree (76' x 76')	[Symbol]	1	76' x 76' Tree
35. Tree (78' x 78')	[Symbol]	1	78' x 78' Tree
36. Tree (80' x 80')	[Symbol]	1	80' x 80' Tree
37. Tree (82' x 82')	[Symbol]	1	82' x 82' Tree
38. Tree (84' x 84')	[Symbol]	1	84' x 84' Tree
39. Tree (86' x 86')	[Symbol]	1	86' x 86' Tree
40. Tree (88' x 88')	[Symbol]	1	88' x 88' Tree
41. Tree (90' x 90')	[Symbol]	1	90' x 90' Tree
42. Tree (92' x 92')	[Symbol]	1	92' x 92' Tree
43. Tree (94' x 94')	[Symbol]	1	94' x 94' Tree
44. Tree (96' x 96')	[Symbol]	1	96' x 96' Tree
45. Tree (98' x 98')	[Symbol]	1	98' x 98' Tree
46. Tree (100' x 100')	[Symbol]	1	100' x 100' Tree

NOTES:

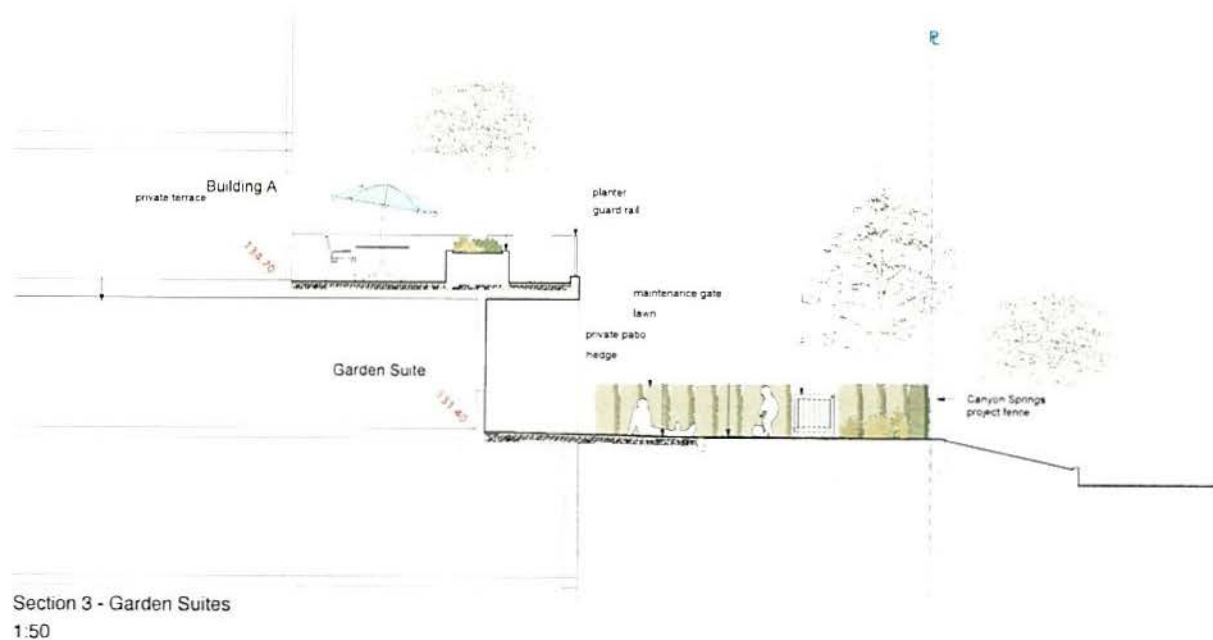
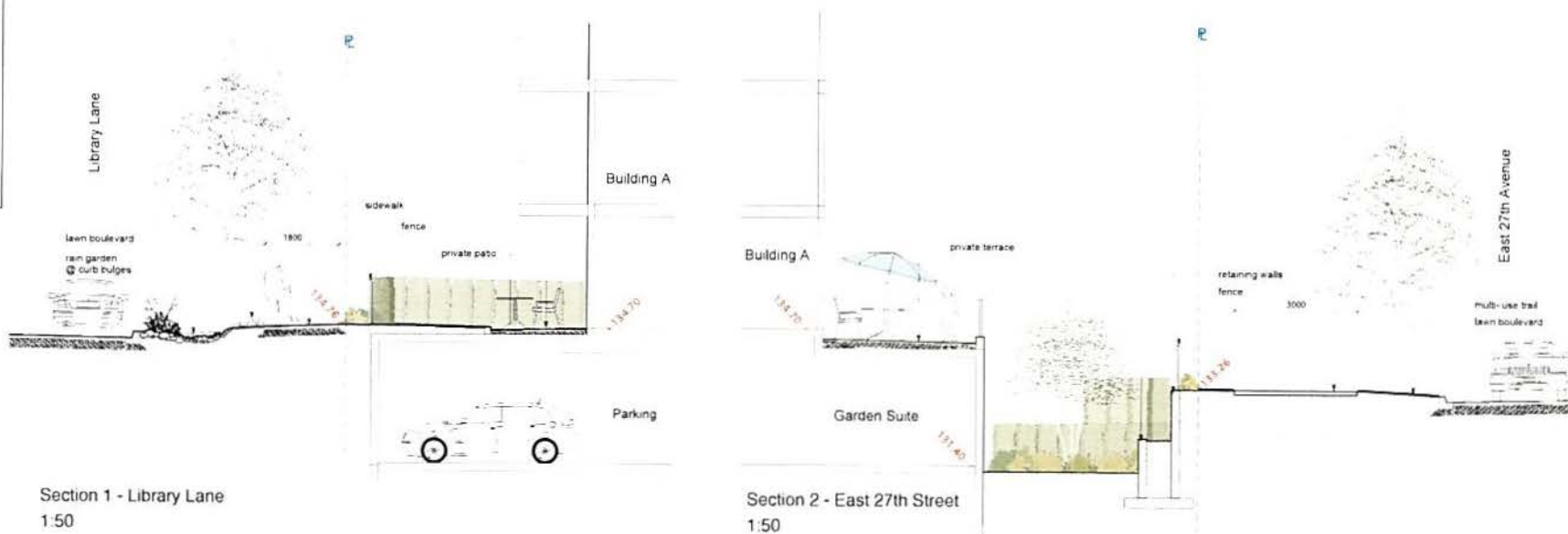
- All street tree species to be determined by the District of North Vancouver.
- Final location and spacing of street trees to be reviewed and approved by the District Engineering Department.
- All off-site landscape to utilize "Harvest Power Garden Blend" soil as per District of North Vancouver recommendation.
- Landscape contractor to schedule a pre-construction meeting with DNV Park Designer Brad Snelling and Parks Horticulture Foreman Travis McCartney prior to installation of any plant material on this project.

Plant List - Building B	Symbol	Qty	Remarks
1. Tree (10' x 10')	[Symbol]	1	10' x 10' Tree
2. Tree (12' x 12')	[Symbol]	1	12' x 12' Tree
3. Tree (14' x 14')	[Symbol]	1	14' x 14' Tree
4. Tree (16' x 16')	[Symbol]	1	16' x 16' Tree
5. Tree (18' x 18')	[Symbol]	1	18' x 18' Tree
6. Tree (20' x 20')	[Symbol]	1	20' x 20' Tree
7. Tree (22' x 22')	[Symbol]	1	22' x 22' Tree
8. Tree (24' x 24')	[Symbol]	1	24' x 24' Tree
9. Tree (26' x 26')	[Symbol]	1	26' x 26' Tree
10. Tree (28' x 28')	[Symbol]	1	28' x 28' Tree
11. Tree (30' x 30')	[Symbol]	1	30' x 30' Tree
12. Tree (32' x 32')	[Symbol]	1	32' x 32' Tree
13. Tree (34' x 34')	[Symbol]	1	34' x 34' Tree
14. Tree (36' x 36')	[Symbol]	1	36' x 36' Tree
15. Tree (38' x 38')	[Symbol]	1	38' x 38' Tree
16. Tree (40' x 40')	[Symbol]	1	40' x 40' Tree
17. Tree (42' x 42')	[Symbol]	1	42' x 42' Tree
18. Tree (44' x 44')	[Symbol]	1	44' x 44' Tree
19. Tree (46' x 46')	[Symbol]	1	46' x 46' Tree
20. Tree (48' x 48')	[Symbol]	1	48' x 48' Tree
21. Tree (50' x 50')	[Symbol]	1	50' x 50' Tree
22. Tree (52' x 52')	[Symbol]	1	52' x 52' Tree
23. Tree (54' x 54')	[Symbol]	1	54' x 54' Tree
24. Tree (56' x 56')	[Symbol]	1	56' x 56' Tree
25. Tree (58' x 58')	[Symbol]	1	58' x 58' Tree
26. Tree (60' x 60')	[Symbol]	1	60' x 60' Tree
27. Tree (62' x 62')	[Symbol]	1	62' x 62' Tree
28. Tree (64' x 64')	[Symbol]	1	64' x 64' Tree
29. Tree (66' x 66')	[Symbol]	1	66' x 66' Tree
30. Tree (68' x 68')	[Symbol]	1	68' x 68' Tree
31. Tree (70' x 70')	[Symbol]	1	70' x 70' Tree
32. Tree (72' x 72')	[Symbol]	1	72' x 72' Tree
33. Tree (74' x 74')	[Symbol]	1	74' x 74' Tree
34. Tree (76' x 76')	[Symbol]	1	76' x 76' Tree
35. Tree (78' x 78')	[Symbol]	1	78' x 78' Tree
36. Tree (80' x 80')	[Symbol]	1	80' x 80' Tree
37. Tree (82' x 82')	[Symbol]	1	82' x 82' Tree
38. Tree (84' x 84')	[Symbol]	1	84' x 84' Tree
39. Tree (86' x 86')	[Symbol]	1	86' x 86' Tree
40. Tree (88' x 88')	[Symbol]	1	88' x 88' Tree
41. Tree (90' x 90')	[Symbol]	1	90' x 90' Tree
42. Tree (92' x 92')	[Symbol]	1	92' x 92' Tree
43. Tree (94' x 94')	[Symbol]	1	94' x 94' Tree
44. Tree (96' x 96')	[Symbol]	1	96' x 96' Tree
45. Tree (98' x 98')	[Symbol]	1	98' x 98' Tree
46. Tree (100' x 100')	[Symbol]	1	100' x 100' Tree

6. Referred for Development Permit	10/16/2015
7. Referred for Development Permit	07/27/2015
8. Referred for ADP	12/11/2014
9. Referred for Reopening / DP	11/12/2014
10. ADP Presentation	06/12/2014
11. Referred for ADP	06/02/2014
Revision No.	1

CORRECTED RECORD  
This drawing is not to be used for the property of 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54, 56, 58, 60, 62, 64, 66, 68, 70, 72, 74, 76, 78, 80, 82, 84, 86, 88, 90, 92, 94, 96, 98, 100, 102, 104, 106, 108, 110, 112, 114, 116, 118, 120, 122, 124, 126, 128, 130, 132, 134, 136, 138, 140, 142, 144, 146, 148, 150, 152, 154, 156, 158, 160, 162, 164, 166, 168, 170, 172, 174, 176, 178, 180, 182, 184, 186, 188, 190, 192, 194, 196, 198, 200, 202, 204, 206, 208, 210, 212, 214, 216, 218, 220, 222, 224, 226, 228, 230, 232, 234, 236, 238, 240, 242, 244, 246, 248, 250, 252, 254, 256, 258, 260, 262, 264, 266, 268, 270, 272, 274, 276, 278, 280, 282, 284, 286, 288, 290, 292, 294, 296, 298, 300, 302, 304, 306, 308, 310, 312, 314, 316, 318, 320, 322, 324, 326, 328, 330, 332, 334, 336, 338, 340, 342, 344, 346, 348, 350, 352, 354, 356, 358, 360, 362, 364, 366, 368, 370, 372, 374, 376, 378, 380, 382, 384, 386, 388, 390, 392, 394, 396, 398, 400, 402, 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5. Re-issued for Development Permit	10/16/2015
5. Issued for Development Permit	2/12/2015
4. Issued for ADP	12/11/2014
4. Issued for Rezoning / DP	11/11/2014
2. ADP Presentation	06/12/2014
1. Issued for ADP	06/02/2014
Prepared by	DP

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Client

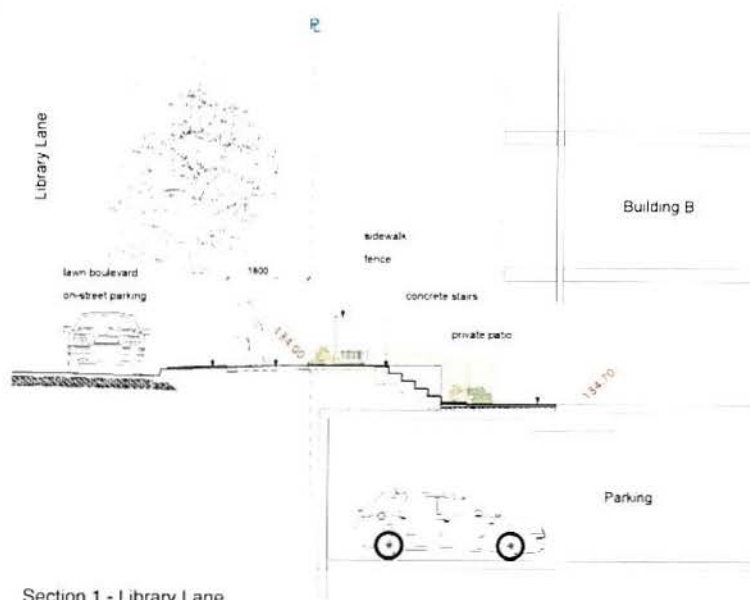


Project Name  
**MOUNTAIN COURT**  
East 27th Street  
North Vancouver, BC

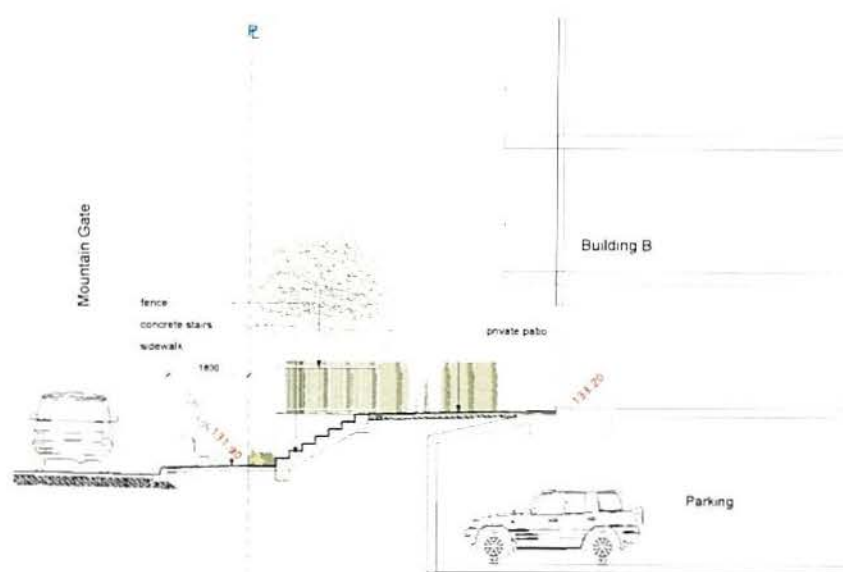
Drawing Title  
**Landscape Sections**  
Building A

Project Name	Drawn By	JP
	Checked By	KB
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Sheet No.		

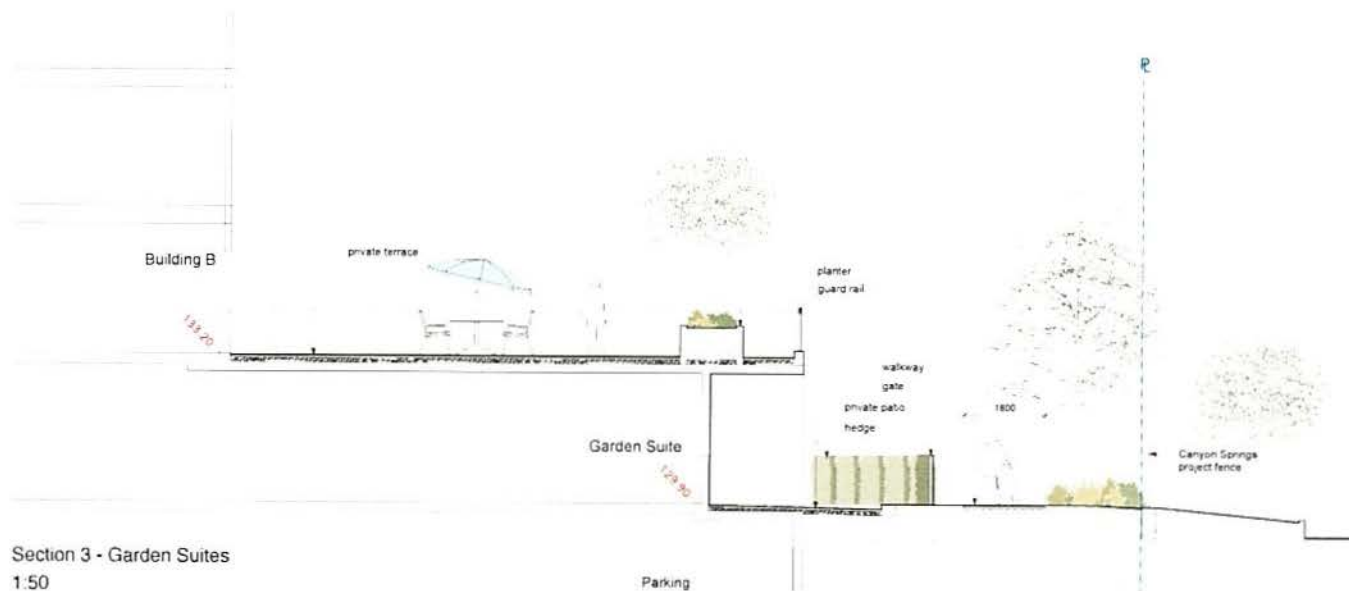
L-4.0



Section 1 - Library Lane  
1:50



Section 2 - Mountain Gate  
1:50



Section 3 - Garden Suites  
1:50

4. Referred for Development Permit	10/16/2013
5. Referred for Development Permit	01/21/2015
6. Referred for ADP	12/11/2014
7. Referred for Rezoning / DP	11/11/2014
8. ADP Presentation	06/12/2014
9. Referred for ADP	06/02/2014
Approval No.	100

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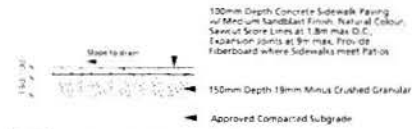
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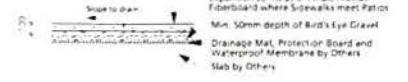
Project Title  
**MOUNTAIN COURT**  
East 27th Street  
North Vancouver, BC

Drawing Title  
**Landscape Sections**  
Building B

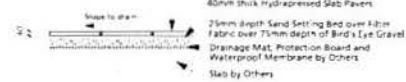
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	Checked By	AB
Scale	Job No.	14-017
Sheet No.	1:50	14-017



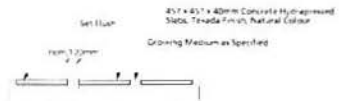
**1** CONCRETE PEDESTRIAN PAVING (on grade)  
**L5.0** Scale 1:20



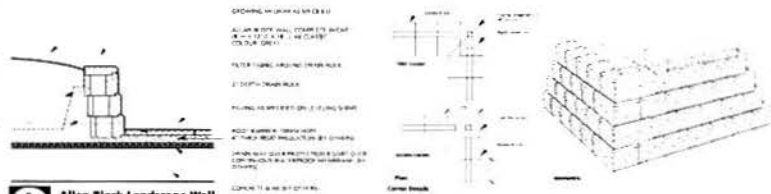
**2** CONCRETE PEDESTRIAN PAVING (over slab)  
**L5.0** Scale 1:20



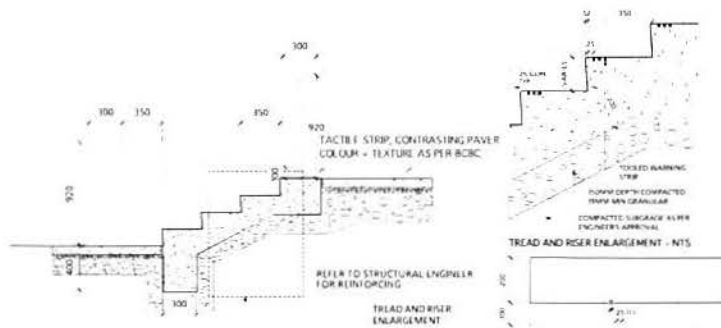
**3** CONCRETE SLAB PAVING (over slab)  
**LS.0** Scale 1:20



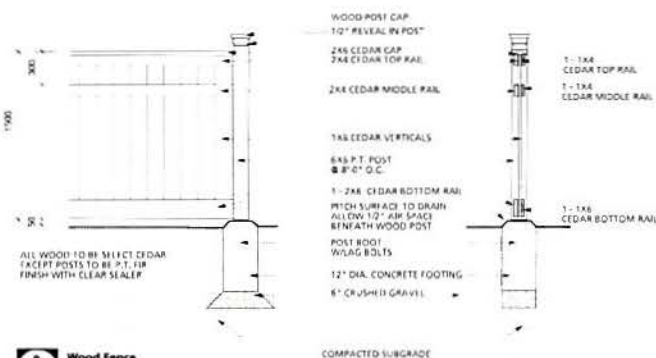
4 Stepping Stones  
LS.0 Scale 1.20



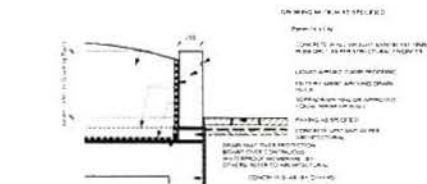
5
LS.0
**Allan Block Landscape Wall**
CONCRETE 11 & 16 IN. (27 & 40 CM)
Common blocks



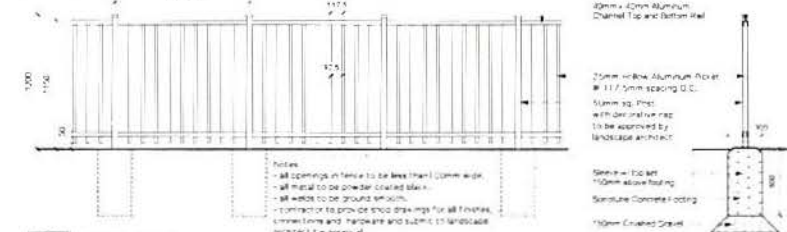
7 Concrete Stair and Handrail  
L5.0 Scale 1:20



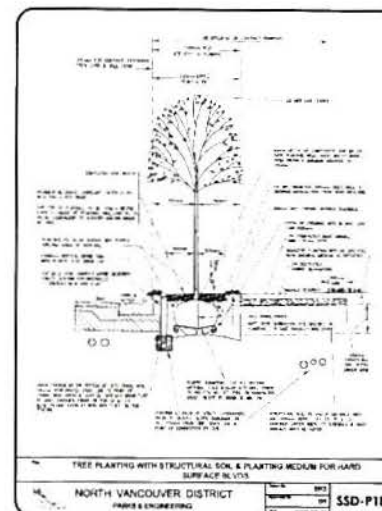
9 Wood Fence COMPACTED SUBGRADE  
 L5.0 Scale 1:20



**6** Cast Concrete Landscape Wall  
**LS.0** Scale 1:20




**Aluminum Fence**



10	Street Tree Planting - District Detail
LS.0	Not To Scale





SEATING



HYDRAPRESSED SLABS



AMENITY COURTYARD AND SEATING OPPORTUNITIES



*Acer circinatum*



*Mahonia nervosa*



STAIRS AND ACCESSIBLE ROUTES



ENTRY COLUMN & GATE W/ LIGHT



RAIN GARDEN IN CURB BULGE



RAIN GARDEN



*Acer palmatum*



*Salix purpurea* 'Nana'



*Polystichum munitum*



*Carex* 'Ice Dance'



*Astilbe japonica*



*Thuja occidentalis* 'Smaragd'

6. Reissued for Development Permit	10/16/2015
5. Reissued for Development Permit	07/27/2015
4. Reissued for ADP	12/11/2014
3. Reissued for Reopening / DP	11/11/2014
2. ADP Presentation	08/13/2014
1. Reissued for ADP	06/02/2014
Revised No.	None

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

Drawing Title  
**Precedent Images**

Project Name	Drawn By	JP
	Checked By	BB
Scale	Date	18-017
Sheet No.		

L-6.0



AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>Nov 9, 2015</u>
<input type="checkbox"/> Workshop (open to public)	Date: _____



**The District of North Vancouver  
REPORT TO COUNCIL**

October 29, 2015  
File: 08.3060-20/033.15

**AUTHOR:** Erik Wilhelm, Planner

**SUBJECT:** BYLAW 8149 (REZONING BYLAW 1337) &  
BYLAW 8150 (HOUSING AGREEMENT BYLAW):  
14 UNIT TOWNHOUSE DEVELOPMENT AT 115 & 123 WEST QUEENS RD.

**RECOMMENDATION:** It is recommended that:

1. Bylaw 8149, which amends the Zoning Bylaw to rezone the properties at 115 and 123 West Queens Road from Single-Family Residential 6000 zone (RS4) to Comprehensive Development Zone 89 (CD89) to permit an 14 unit townhouse project, be given First Reading;
2. Bylaw 8149 be referred to a Public Hearing; and
3. Bylaw 8150, which authorizes a Housing Agreement to prevent future rental restrictions, be given First Reading.

**REASON FOR REPORT:**

The proposed townhouse project requires Council's consideration of Bylaw 8149 to rezone the subject properties. Bylaw 8150 implements the District's Strata Rental Protection Policy for the proposed project to ensure the units retain the option to be rented. The development proposal has been reduced in density and number of units since previously being considered by Council. In addition, access from the rear lane and underground parking have been reconfigured to address concerns regarding potential lane conflicts and to remove tandem parking. With these changes the applicant has submitted a new rezoning application and staff feel the revised application merits Council consideration of first reading.



**SUMMARY:**

Noort Developments Ltd. seeks rezoning of two single family properties to allow a 14 unit townhouse project at 115 and 123 West Queens Road. The proposal complies with the Official Community Plan (OCP) designation and the bylaws supporting the project are recommended for introduction and referral to Public Hearing.

**BACKGROUND:**

In the spring of 2014, Council considered Bylaw 8113 which would have facilitated rezoning of the development site to allow an 18 unit stacked townhouse development. A Public Hearing was held on April 21, 2015. Following input at the Public Hearing, the applicant reduced the number of units to 17. Council defeated Bylaw 8113 and Bylaw 8114 (Housing Agreement Bylaw) at second reading on May 4, 2015 with concerns of lane traffic circulation, number of units and number of tandem stalls.

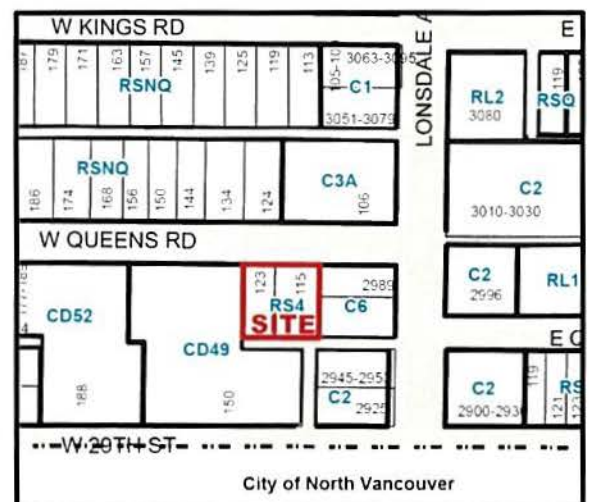
Following Council input at defeat of the bylaws, the applicant has revised the development to address Council concerns. Specifically, the Floor Space Ratio (FSR) has been reduced from 1.68 to 1.6, the number of units has been reduced from 17 to 14 units, underground parking has been reconfigured to improve circulation and remove all tandem parking stalls. A revised traffic circulation pattern in the lanes rear of the development site is proposed.

The new development application is substantially altered and addresses Council's concerns raised with the previous application; accordingly, the application requires consideration by Council.

**ANALYSIS:****Site and Surrounding Area:**

The development site is currently two detached residential properties on the south side of West Queens Road just west of Lonsdale Avenue. The Queens Cross Pub is located directly east of the site and 'Churchill Retirement Residences' is located south and west of the site. A gas station is located northeast of the site and single family homes are located to the north and northwest of the site. The site is currently zoned Single-Family Residential 6000 (RS4).

The development site is within the Queensdale "Village Centre" – one of six designated village centres throughout the District. Generally, the OCP designations near the core of village centres support increased multi-family and mixed use densities in order to take advantage of transit options, access to services and shops and general walkability. The





objective for each village centre is to build on their own unique characteristics and to create distinct urban village environments.

As is the case for the Queensdale Village Centre, transit service on Lonsdale and West Queens Road corridors and nearby access to goods and services within a compact commercial area further reduces the need for additional vehicle trips for local residents.

### **EXISTING POLICY:**

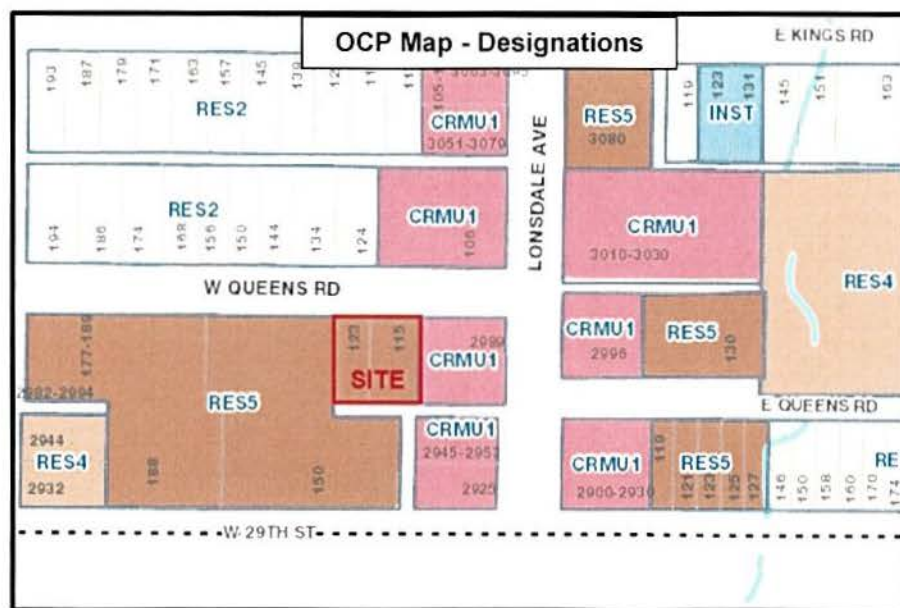
#### Official Community Plan (OCP)

The site is designated Residential Level 5: "Low Density Apartment" (RES5) in the OCP and medium density multi-family in the North Lonsdale-Delbrook Plan reference policy document.

Areas designated for low density apartment within the OCP are intended predominantly for multifamily housing in centres and corridors at a density of up to approximately 1.75 FSR. Development in this designation will typically be expressed in low-rise apartments, but may include some townhouses.

Properties to the west have the same RES5 OCP designation as the development site while those along Lonsdale Avenue are designated Commercial Residential Mixed Use Level One (CRMU1) which allows mixed-use development to a maximum density of up to approximately 1.75 FSR.

The proposed FSR for the development has been reduced from approximately 1.68 to 1.6 and is consistent with the OCP designation which allows for a density of up to approximately 1.75 FSR.



#### Zoning

The site is currently zoned Single-Family Residential 6000 (RS4). To accommodate the proposed townhouse development the site requires rezoning; accordingly, Bylaw 8149 (Attachment B) proposes to create a new Comprehensive Development Zone 89 (CD89).

#### Strata Rental Protection Policy

Corporate Policy 8-3300-2 "Strata Rental Protection Policy" applies to this project as the rezoning application would permit development of more than five residential units. The policy requires a Housing Agreement to ensure that future strata bylaws do not prevent owners from renting their units. Bylaw 8150 (Attachment C) authorizes a Housing Agreement to implement this policy.

Development Permit Areas (DPA)

The development site is designated as Development Permit Areas for the following purposes:

- Form and Character of Multi-Family Development (Multi-Family Housing); and
- Energy and Water Conservation and Greenhouse Gas Emission Reductions.

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

**PROJECT DESCRIPTION:**

The development includes 14 townhouse units in two separate buildings arranged around a central courtyard. Six units will have direct front door access to West Queens Road while the remaining 8 units will be accessed from the courtyard. The adjacent site plan indicates the general siting of the proposed buildings.

The application requires purchase of a portion of municipal lane located south of the development site and the lane closure bylaw has been given 3 readings by Council. The secured underground parking area will be accessed from the rear of the site via the existing lane.

A mix of two bedroom, three bedroom and three bedroom with dens units is proposed within the development. The drawing below illustrates the proposal as viewed from West Queens Road and the appearance of the development from the street. The architectural drawing package is attached as Attachment A.

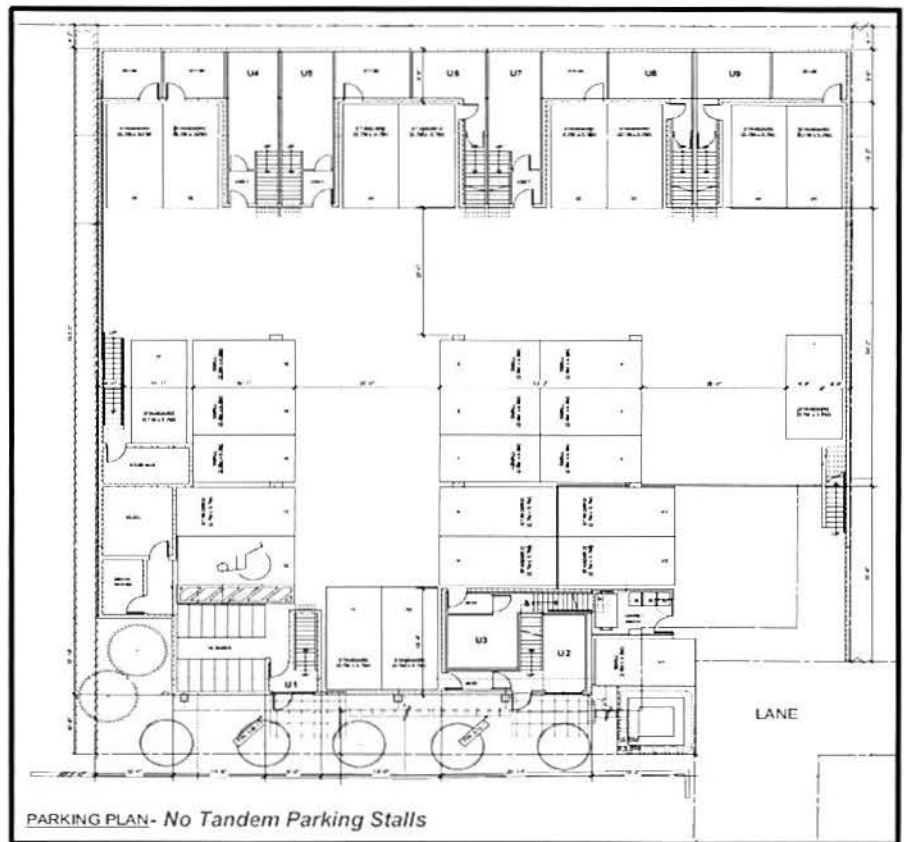




Twenty-eight parking stalls are provided for the development in an underground parking garage; 3 of the stalls are designated visitor spaces. Parking proposed for the development meets Zoning Bylaw minimum requirements of two stalls per unit.

The development will provide:

- 19 bicycle stalls;
- 28 parking stalls (25 for residents & 3 for visitors);
- No tandem parking stalls;
- 10 small car parking stalls (36% of total parking);
- 1 universally accessible parking stall.



As seen below, the development includes a sloped-roof design that provides some variety in design compared to the flat roof design seen in the existing Churchill Residences building to the west and to reflect the sloped roof designs seen in the single family homes northwest of the site and the Queens Cross Pub to the east. The revised design includes six front door entrances onto West Queens Road.



**NORTH ELEVATION (W. QUEENS RD.)**



Accessible Units

In response to the District's "Accessible Design Policy for Multi-Family Housing", at the development permit stage, the developer will be required to submit an "Accessible Multi-Family Housing Design Checklist" which identifies how the development attains the requirements of the policy. Two units (units 4 and 9) will provide "basic accessible design elements" and have built in features which allow easy retrofit installation of "enhanced accessible design elements" which provides a higher level accessibility.

**REZONING BYLAW 8149**

To implement this project, Bylaw 8149 (Attachment B) creates a new Comprehensive Development Zone 89 (CD89). This new zone:

- establishes ground-oriented multiple family residential use as a permitted use;
- limits the number of units to 14;
- limits the FSR to a maximum of 1.60;
- establishes a maximum building height of 45 ft with a small height bonus to accommodate the sloped roofs;
- sets site coverage at a maximum of 82%;
- sets building coverage at a maximum of 50%;
- establishes acoustic performance requirements;
- requires a parking ratio of 2 stalls per unit;
- establishes minimum drive aisle widths in accordance with Part 10 of the Zoning Bylaw; and
- establishes the following building setbacks
  - Front Setback: 3.56 metres
  - West Side Yard Setback: 3.75 metres
  - East Side Yard Setback: 2.59 metres
  - Rear Yard Setback 3.35 metres
  - Setback from Lane: 0 metres

**ACOUSTIC REGULATIONS**

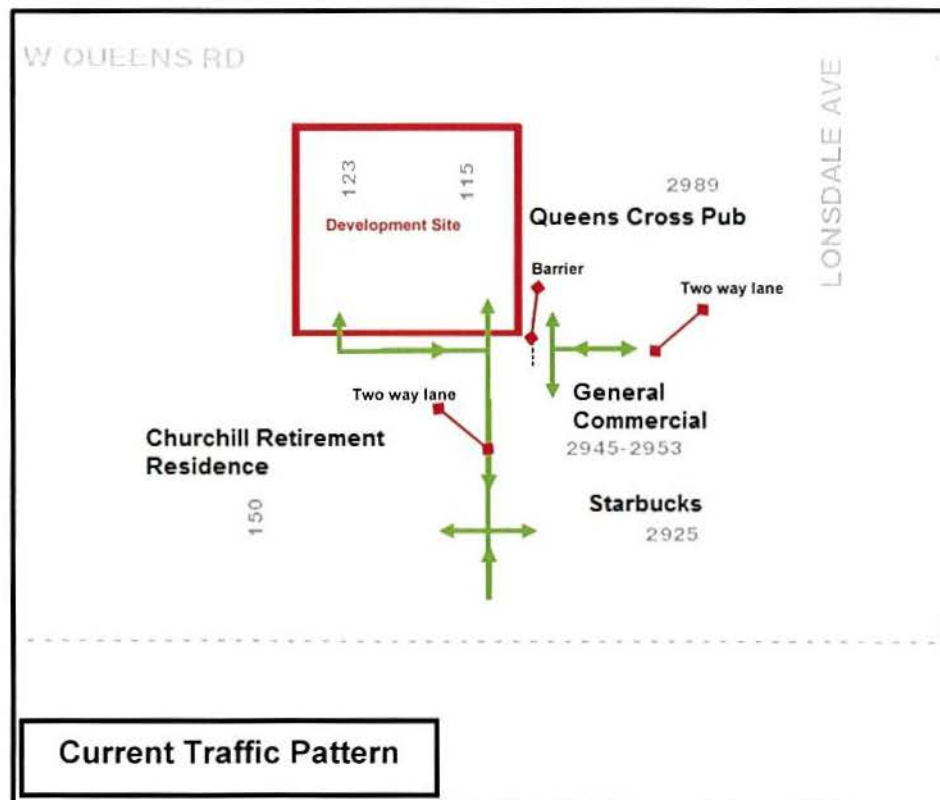
The CD89 zone includes the District's residential acoustic regulations for maximum noise levels in bedrooms, living areas and other areas of the residential units where units front an arterial roadway. The application will be required to meet these requirements.

**COMMUNITY AMENITY CONTRIBUTIONS**

As the subject property requires rezoning, a community amenity contribution (CAC) has been calculated in the amount of \$91,835.00 in accordance with District policy. The CD89 specifies this amount in order to achieve the maximum density of 1.6 FSR in the zone and outlines what the CAC can be applied toward including public art, park, trail, environmental or other public realm improvements, municipal or recreation service or facility improvements and/or affordable housing.

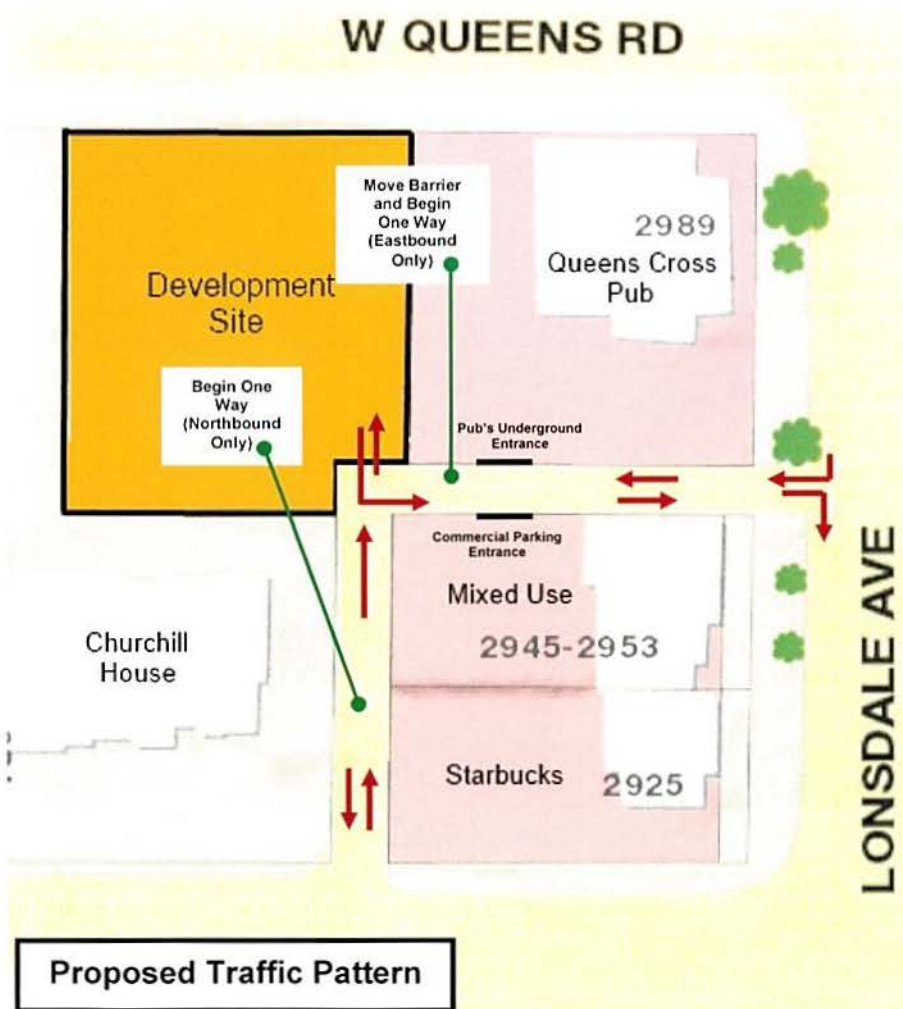
**VEHICLE/LANE ACCESS:**

The map below indicates the existing traffic movements in the local area. The existing "two-way" north/south lane allows traffic to move in both directions. There is an existing barrier within the "two-way" east/west lane just south of the Queens Cross Pub that stops movements westward from Lonsdale Avenue. This barrier allows entrance into the Queen Cross Pub underground parking and the parking lot for the commercial site at 2945-2953 Lonsdale Avenue.



During consideration of the previous bylaw Council expressed concerns with proposed lane movements and access to the site with particular concern regarding the "Starbucks Corner" at the intersection of the lane and West 29<sup>th</sup> Street. To address this concern the applicant's transportation engineer studied the access and lane and has proposed changes to alleviate potential traffic conflicts within the lane area and "Starbucks Corner".

The map on the next page indicates the proposed traffic movements within the N/S and E/W lanes at the rear the proposed development. The aim of the proposed traffic configuration is to reduce movements/conflicts at the Starbucks Corner in the peak am hours (i.e. morning coffee) and to spread the traffic generated by the development onto two lanes.



In simple terms, the development's vehicular traffic leaves the site through the E/W lane and must return to the development via the N/S lane which reduces the overall traffic at the Starbucks Corner (when compared to a two way laneway traffic scenario).

The developer's traffic engineer has submitted a traffic analysis report which supports the proposed traffic circulation within the lane areas. Furthermore, the developer will be required to provide a post development analysis (after 6 months of the development being fully occupied) in order to review the traffic movements in the area and to make recommendations for further changes if required. The Traffic Engineering Department has reviewed the traffic analysis report and is supportive of the proposed traffic circulation and requirement for a post development analysis.

#### CONSTRUCTION TRAFFIC MANAGEMENT PLAN:

In order to reduce development's impact on pedestrian and vehicular movements, the developer will be required to provide a 'Construction Traffic Management Plan' as a condition of a Development Permit. The Construction Traffic Management Plan must minimize construction impacts on pedestrian movement and vehicular traffic along West Queens Road and within the lanes behind the development site. The plan is required to be approved by the District prior to issuance of a Building Permit.



In particular, the 'Construction Traffic Management Plan' must:

1. Limit sidewalk closures to those necessary for sidewalk upgrades along West Queens Road and include measures to reduce any impacts to traffic and pedestrians;
2. Outline roadway efficiencies (i.e. location of traffic management signs and flaggers);
3. Provide a point of contact for all calls and concerns;
4. Provide a sequence and schedule of construction activities;
5. Identify methods of sharing construction schedule with other developments in the area;
6. Define locations for truck marshalling and trade vehicle parking which are acceptable to the District and minimize impacts to neighbourhoods; and
7. Include a communication plan to notify surrounding businesses and residents.

There are no other pending rezoning or development permit projects within the Queensdale Village Centre that are slated for consideration by Council.

Advisory Design Panel:

The initial 18 unit proposal was presented to the Advisory Design Panel on December 11, 2014. The Panel recommended approval subject to staff resolution of material use and location, finishes and simplification of design. The applicant revised the proposal to address ADP recommendations.

The revised 14 unit development has a more simplified design, improved courtyard landscaping and provided for more front door entrances onto West Queens Road. The current application maintains a similar architectural form and finish and therefore was not referred to the ADP.

**CONCURRENCE:**

Staff:

The project has been reviewed by Building, Parks, Engineering and Transportation, Urban Design Planning, Real Estate and Properties, and Fire Prevention staff. Staff has made recommendations, throughout the development process, to improve the development and to address Council concerns.

Public Input:

As part of the initial 18 unit development proposal, the applicant held a facilitated Public Information Meeting on November 27, 2014 at 2641 Chesterfield Avenue (St. Andrew's and St. Stephen's Presbyterian Church). The applicant provided notices to owners and occupants within 75 metres (246 ft.) of the development site. The meeting was attended by five people and an excerpt from the facilitator's summary is attached (Attachment D). At the Public Hearing held on April 21, 2015, three residents raised concerns and questions related to proposed unit count, stacked townhouse configuration, lane circulation and number of tandem parking stalls within the previous 18 unit proposal.

Municipal notification of the current proposal was sent to owners and occupiers of properties within 75 metres (246 ft.) of the site which outlined the 14 unit proposal and described the proposed traffic alterations in the laneway area.

The business owner of the Queens Cross Pub questioned how the revised laneway circulation would affect access to the pub. Given the proposed laneway circulation will not affect the existing

lane access to and from the pub's underground entrance; there were no concerns from the business owner of the Queens Cross Pub.

**CONCLUSION:**

This rezoning proposal for 14 townhouses is in conformity with the Official Community Plan and applicable development permit guidelines. Bylaws 8149 and 8150 are ready for Council consideration.

**OPTIONS:**

The following options are available for Council's consideration:

1. Introduce Bylaws 8149 and 8150 and refer Bylaw 8149 to a Public Hearing (staff recommendation); or
2. Defeat Bylaws 8149 and 8150 at First Reading.

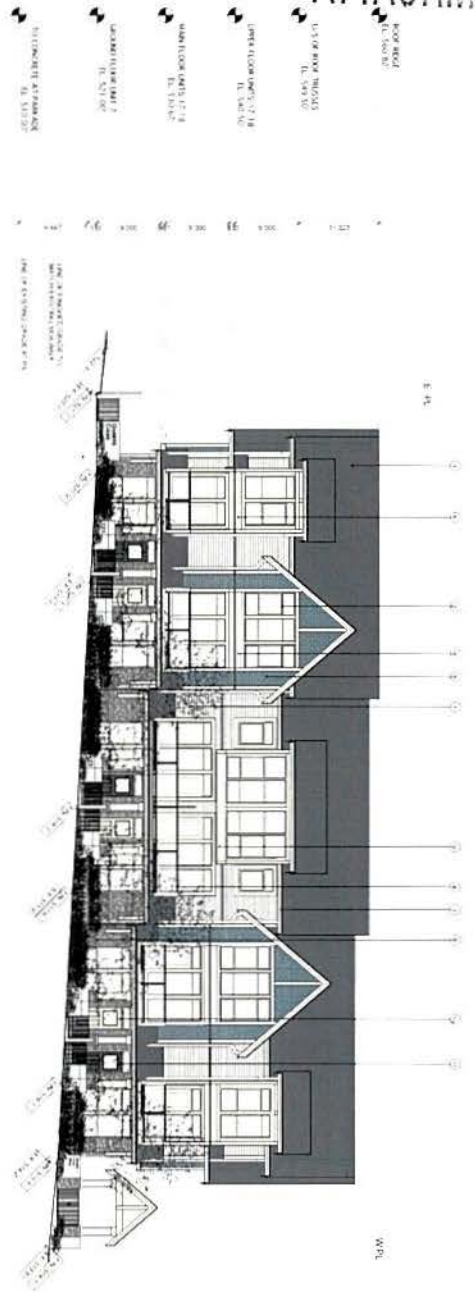


Erik Wilhelm  
Development Planner

**Attachments:**

- A - Architectural Drawing Package;
- B - Bylaw 8149 "The District of North Vancouver Rezoning Bylaw 1337 (Bylaw 8149)";
- C - Bylaw 8150 "Housing Agreement Bylaw 8150, 2015 (115 and 123 West Queens Road)"; and
- D - Excerpt of Facilitator's Summary of Nov. 27, 2014 Public Information Meeting.

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



NORTH ELEVATION (W. QUEENS RD.)



REAR BUILDING - SOUTH ELEVATION

- ELEVATION KEY:

1. Explain how the following is a function of the
  - a. nervous system
  - b. endocrine system
  - c. immune system
  - d. circulatory system
  - e. respiratory system
  - f. digestive system
  - g. excretory system
  - h. reproductive system
2. Explain how the following is a function of the
  - a. nervous system
  - b. endocrine system
  - c. immune system
  - d. circulatory system
  - e. respiratory system
  - f. digestive system
  - g. excretory system
  - h. reproductive system
3. Explain how the following is a function of the
  - a. nervous system
  - b. endocrine system
  - c. immune system
  - d. circulatory system
  - e. respiratory system
  - f. digestive system
  - g. excretory system
  - h. reproductive system
4. Explain how the following is a function of the
  - a. nervous system
  - b. endocrine system
  - c. immune system
  - d. circulatory system
  - e. respiratory system
  - f. digestive system
  - g. excretory system
  - h. reproductive system
5. Explain how the following is a function of the
  - a. nervous system
  - b. endocrine system
  - c. immune system
  - d. circulatory system
  - e. respiratory system
  - f. digestive system
  - g. excretory system
  - h. reproductive system
6. Explain how the following is a function of the
  - a. nervous system
  - b. endocrine system
  - c. immune system
  - d. circulatory system
  - e. respiratory system
  - f. digestive system
  - g. excretory system
  - h. reproductive system
7. Explain how the following is a function of the
  - a. nervous system
  - b. endocrine system
  - c. immune system
  - d. circulatory system
  - e. respiratory system
  - f. digestive system
  - g. excretory system
  - h. reproductive system
8. Explain how the following is a function of the
  - a. nervous system
  - b. endocrine system
  - c. immune system
  - d. circulatory system
  - e. respiratory system
  - f. digestive system
  - g. excretory system
  - h. reproductive system
9. Explain how the following is a function of the
  - a. nervous system
  - b. endocrine system
  - c. immune system
  - d. circulatory system
  - e. respiratory system
  - f. digestive system
  - g. excretory system
  - h. reproductive system
10. Explain how the following is a function of the
  - a. nervous system
  - b. endocrine system
  - c. immune system
  - d. circulatory system
  - e. respiratory system
  - f. digestive system
  - g. excretory system
  - h. reproductive system

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10 UNIT TWENTY-FOUR: THE BELLOMONT

1-800-421-5577 • CIRCLE 100  
 300 WEST 14 AVENUE • SUITE 101  
 YAMAMOTO  
 Architecture Inc.

ELEVATIONS

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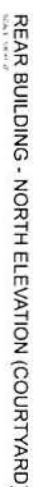
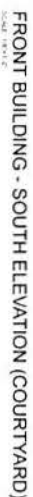
THE UNITED STATES GOVERNMENT  
OFFICE OF THE ATTORNEY GENERAL  
WASHINGTON, D. C. 20530

**Yamamoto  
Architecture Inc.**

**REFERENCES**

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1. The following are the components of the *Journal of Management Education*:
  - a. The Journal of Management Education is a peer-reviewed journal.
  - b. The Journal of Management Education is published quarterly.
  - c. The Journal of Management Education is published by the American Management Association.
  - d. The Journal of Management Education is published by the American Management Association.
2. The following are the components of the *Journal of Management Education*:
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  - b. The Journal of Management Education is published quarterly.
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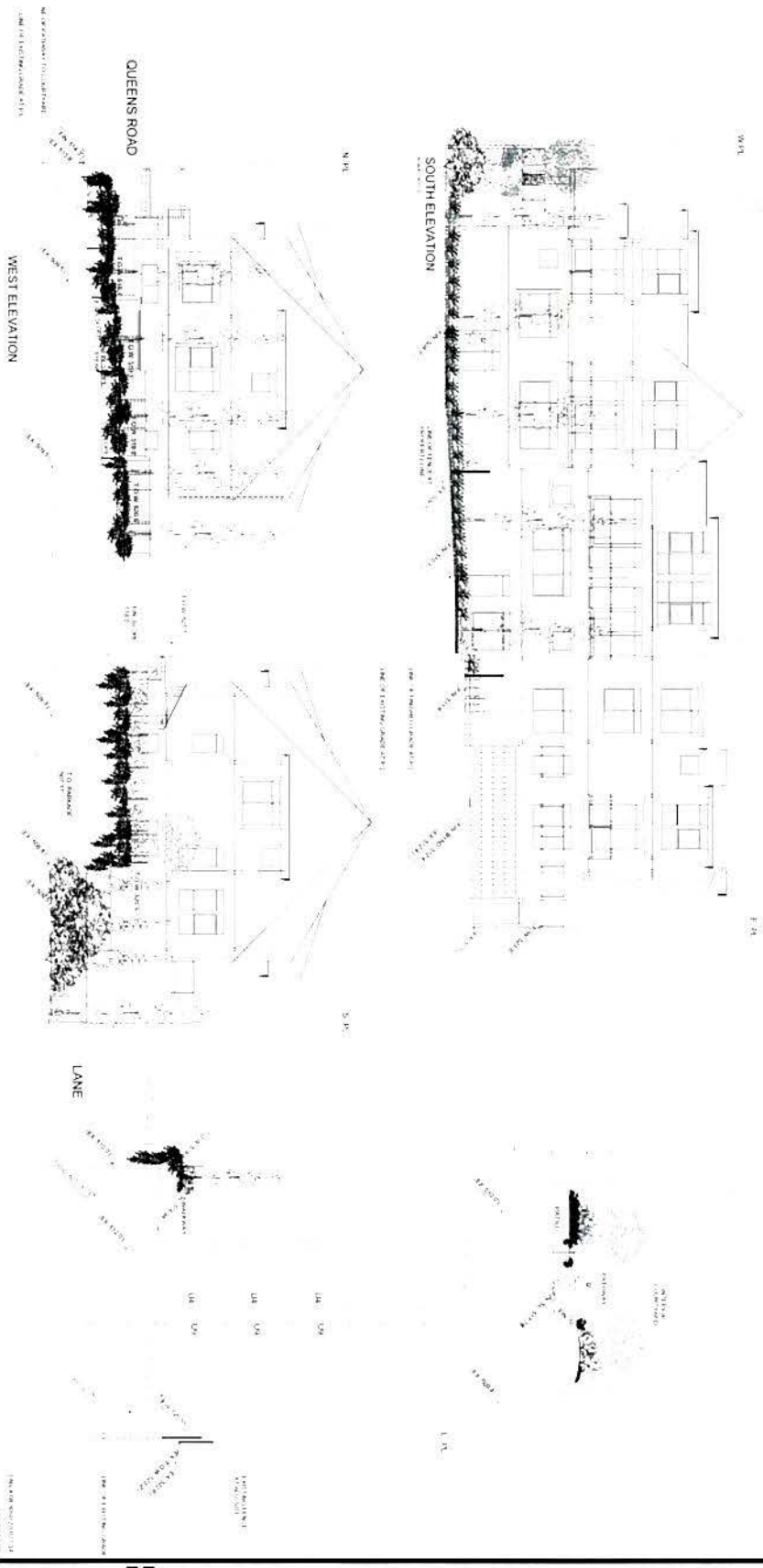
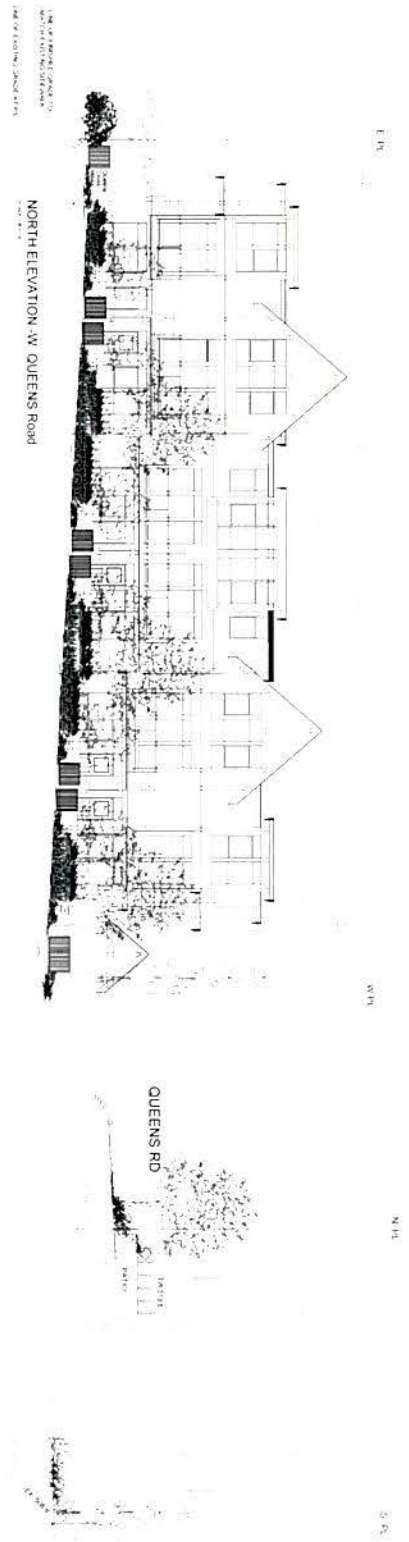
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**The Corporation of the District of North Vancouver****Bylaw 8149**

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 1337, (Bylaw 8149)".

**2. Amendments**

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

2.1. Section 301(2) by inserting the following zoning designation in numeric sequence:

"Comprehensive Development Zone CD89"

2.2 Part 4B by inserting the following:

**"4B89 Comprehensive Development Zone 89 (CD89)"**

**4B89-1 Intent:**

The purpose of the CD89 zone is to permit development of a 14 unit townhouse development at 115 and 123 West Queens Road.

**4B89-2 Uses:**

The following *principal uses* shall be permitted in the Comprehensive Development 89 Zone:

**(a) Uses Permitted without Conditions:**

Residential building, multiple-family townhouse

For the purposes of this CD89 Zone, "Residential building, multiple-family townhouse" means a building having not more than three residential storeys and consisting of two or more dwelling units with individual, exterior access to grade and whereby entrance areas associated with units which are located in the parkade level do not count as a residential storey.

**(b) Conditional Uses**

Not applicable

**4B89-3 Conditions of Use:**

Not applicable.

**4B89-4 Accessory Use:**

(a) *Accessory uses* are permitted and are limited to:

- (i) Home occupations in accordance with the regulations in Section 405 of the Zoning Bylaw, 1965.

**4B89-5 Density:**

- (a) The maximum permitted density in the CD89 Zone is limited to a floor space ratio (FSR) of 0.45 and a maximum number of 4 units, inclusive of any density bonus for energy performance; and
- (b) For the purposes of calculating floor space ratio, the area of parking garages, electrical/mechanical rooms, garbage and recycling collection areas, and bicycle storage areas, is exempted.

**4B89-6 Amenities:**

Despite subsection 4B89-5, density in the CD89 Zone is increased to a maximum floor space ratio (FSR) of 1.6 FSR and a maximum number of 14 units, inclusive of any density bonus for energy performance, if the owner:

1. Enters into a Housing Agreement requiring a rental disclosure statement to be filed and prohibiting any strata bylaw or regulation establishing rental restrictions; and
2. Contributes \$91,835 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 or other public realm improvements; municipal or recreation service or facility improvements; and/or the affordable housing fund.

**4B89-7 Maximum Principal Building Size:**

Not applicable.



#### **4B89-8 Setbacks:**

(a) Basement Level:

<b>Location</b>	<b>Buildings and Structures Minimum setback</b>
Front Yard (West Queens Road)	0 m (0 ft)
Lane	0 m (0 ft)
Rear Yard	2.44 m (8 ft)
West Side Yard	0 m (0 ft)
East Side Yard	0 m (0 ft)

(b) Ground Level:

<b>Location</b>	<b>Buildings and Structures Minimum setback</b>
Front Yard (West Queens Road)	3.56 m (11.67 ft)
Lane	0 m (0 ft)
Rear Yard	2.44 m (8 ft)
West Side Yard	3.75 m (12.3 ft)
East Side Yard	2.59 m (8.5 ft)

(c) Projections above ground level are permissible as follows:

<b>Setback</b>	<b>Maximum Setback Reduction</b>
Building Projections - West Side Yard	0.43 m (1.41 ft)
Building Projections - East Side Yard	0.43 m (1.41 ft)
Balconies – Front Yard	1.52 m (5 ft)

(d) Minimum separation (excluding doorway entrances) at the ground level required between the buildings within the CD89 zone shall be at least 9.14 m. (30 ft).

#### **4B89-9 Building Orientation:**

Not applicable.

#### **4B89-10 Building Depth and Width:**

Not applicable.

#### **4B89-11 Coverage:**

a) Building Coverage shall not exceed 50%

b) Site Coverage shall not exceed 82%.

#### **4B89-12 Height:**

- a) The maximum building height is 13.7 meters (45 ft).
- b) In the case of a roof, the slope of which is 6 in 12 or greater, the maximum permitted height may be increased by 15%.

#### **4B89-13 Acoustic Requirements:**

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

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

#### **4B89-14 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; and
- b) All electrical kiosks and garbage and recycling container pads not located underground or within a building shall be screened with landscaping or fencing in accordance with an approved landscape plan.

#### **4B89-15 Subdivision Requirements**

Within the CD89 zone, the Minimum Lot Area must be at least 1,425 sq. m. (15,338 sq. ft.).

#### **4B89-16 Additional Accessory Structure Regulations**

Not applicable.

#### **4B89-17 Parking and Loading Regulations:**

- (a) Parking shall be provided at a ratio of 2 parking spaces per unit inclusive of designated visitor and parking for persons with disabilities;
- (b) All regular, small car and handicapped parking spaces shall meet the minimum width and length requirements established in Part 10 of this Bylaw;
- (c) Small car parking spaces shall not exceed 36% of the required parking spaces

(d) Vehicular drive aisles shall meet the minimum width requirements established in Part 10 of this Bylaw

(e) A minimum of 19 Class 2 bicycle parking spaces shall be provided

(f) A bike rack within the shared courtyard that can accommodate a minimum of 5 bicycles shall be provided."

2.3 The Zoning Map is amended in the case of the lands in Schedule A, by rezoning the land outlined and noted as "site" from Residential Single Family Residential 6000 Zone (RS-4) to Comprehensive Development 89 Zone (CD89).

**READ** a first time

**PUBLIC HEARING** held

**READ** a second time

**READ** a third time

Certified a true copy of "Bylaw 8149" as at Third Reading

---

Municipal Clerk

**APPROVED** by the Ministry of Transportation and Infrastructure on

**ADOPTED**

---

Mayor

---

Municipal Clerk

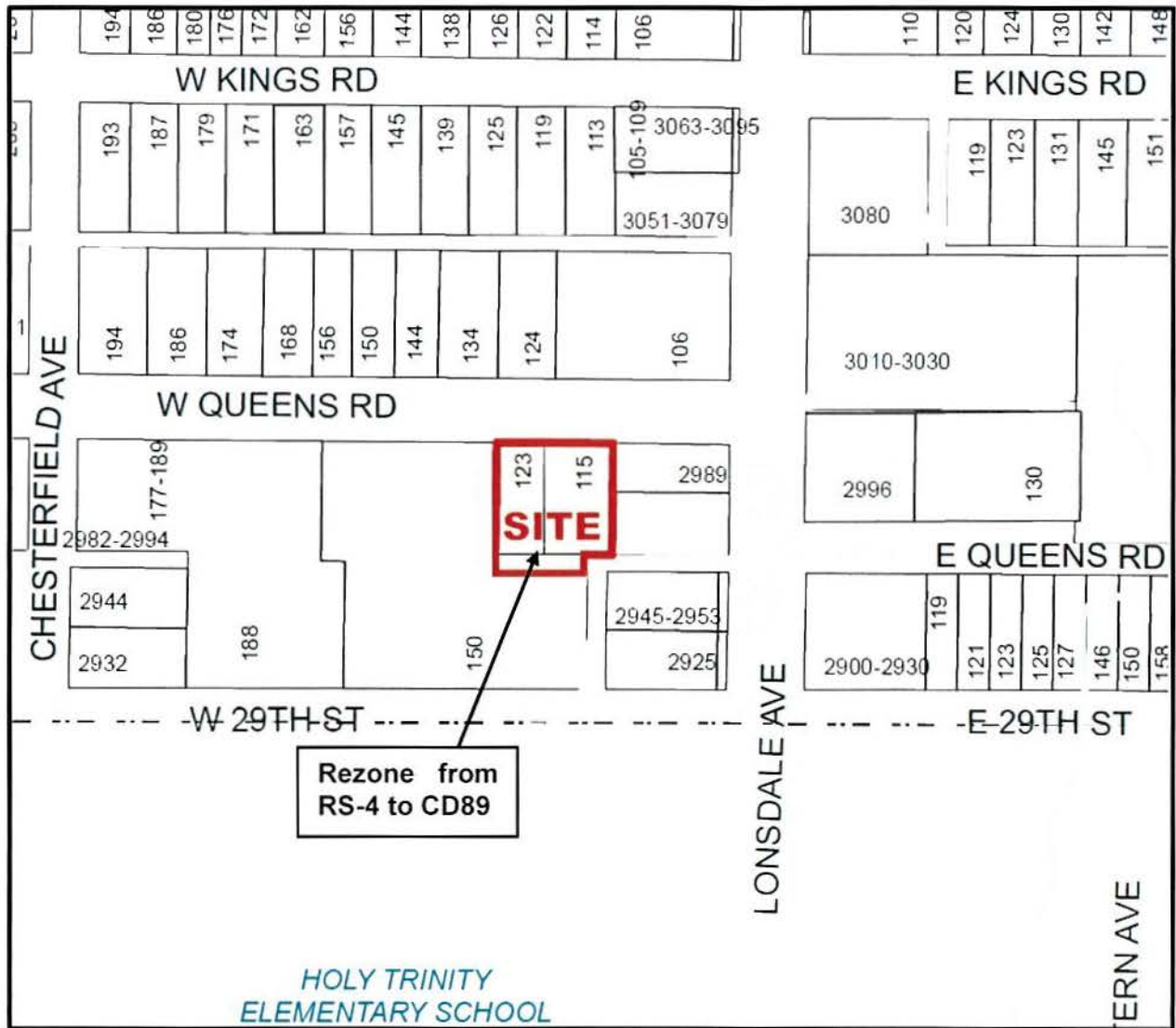
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Municipal Clerk



# Schedule A to Bylaw 8149



**The Corporation of the District of North Vancouver****Bylaw 8150**

A bylaw to enter into a Housing Agreement (115 and 123 West Queens Road)

---

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

**1. Citation**

This bylaw may be cited as "Housing Agreement Bylaw 8150, 2015 (115 and 123 West Queens Road)".

**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 Noort Holdings Ltd., Inc. No. BC0092361 substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands:

- a) Amended Lot 3 (See 290725L) of Lot B, Blocks 4 to 13, District Lot 2026, Plan 3544C (PID: 012-786-683).
- b) Amended Lot 4 (See 290724L) of Lot B, Blocks 4 to 13, District Lot 2026, Plan 3544C (PID: 002-708-035).

**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 8150

### SECTION 219 COVENANT – HOUSING AGREEMENT

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

BETWEEN:

Noort Holdings Ltd., Inc. No. BC0092361 of \_\_\_\_\_  
(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 (as hereinafter defined);
2. The Owner wishes to obtain development permissions with respect to the Lands and wishes to create a development which will contain residential 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. Section 219 of the *Land Title Act* (British Columbia) permits the registration in favour of the District of a covenant of a negative or positive nature relating to the use of land or a building thereon, or providing that land is to be built on in accordance with the covenant, or providing that land is not to be built on except in accordance with the covenant, or providing that land is not to be subdivided except in accordance with the covenant;

NOW THEREFORE in consideration of the mutual promises contained in it, and in consideration of the payment of \$1.00 by the District to the Owner (the receipt and sufficiency of which are hereby acknowledged by the Owner), the parties covenant and agree with each other as follows, as a housing agreement under Section 905 of the *Local Government Act*, as a contract and a deed under seal between the parties, and as a covenant under Section 219 of the *Land Title Act*, and the Owner hereby further covenants and agrees that neither the Lands nor any building constructed thereon shall be used or built on except in accordance with this Agreement::

#### **Article 1 DEFINITIONS**

##### 1.01 Definitions

In this agreement:



- (a) “*Development Permit*” means development permit No. \_\_\_\_\_ issued by the District;
- (b) “*Lands*” means land described in Item 2 of the *Land Title Act* Form C to which this agreement is attached;
- (c) “*Proposed Development*” means the proposed development containing not more than 14 Units to be constructed on the Lands in accordance with the Development Permit;
- (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.

## **Article 2TERM**

This Agreement will commence upon adoption by District Council of Bylaw 8114 and remain in effect until terminated by the District as set out in this Agreement.

## **Article 3RENTAL ACCOMODATION**

### **3.01 Rental Disclosure Statement**

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

- (f) before the first Unit is offered for sale, or conveyed to a purchaser without being offered for sale, filed with the Superintendent of Real Estate a Rental Disclosure Statement designating all of the Units as rental strata lots and imposing 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
- (g) given a copy of the Rental Disclosure Statement to each prospective purchaser of any Unit before the prospective purchaser enters into an agreement to purchase in respect of the Unit.

### **3.02 Rental Accommodation**

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

### **3.03 Binding on Strata Corporation**

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

### **3.04 Strata Bylaw Invalid**

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

### 3.05 No Bylaw

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

### 3.06 Vote

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

### 3.07 Notice

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

## **Article 4 DEFAULT AND REMEDIES**

### 4.01 Notice of Default

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

### 4.02 Costs

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

### 4.03 Damages an Inadequate Remedy

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

### 4.04 Equitable Remedies

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

### 4.05 No Penalty or Forfeiture

The Owner acknowledges and agrees that it is entering into this Agreement to benefit the public interest in providing rental accommodation, and that the District's rights and remedies under this Agreement are necessary to ensure that this purpose is carried out,

and the District's rights and remedies under this Agreement are fair and reasonable and ought not to be construed as a penalty or forfeiture.

#### 4.06 Cumulative Remedies

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

### **Article 5** **LIABILITY**

#### 5.01 Indemnity

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

#### 5.02 Release

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

#### 5.03 Survival

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

### **Article 6** **GENERAL PROVISIONS**

#### 6.01 District's Power Unaffected

Nothing in this Agreement:



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

#### 6.02 Agreement for Benefit of District Only

The Owner and District agree that:

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

#### 6.03 Agreement Runs With the Lands

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

#### 6.04 Release

The covenants and agreements on the part of the Owner and any Unit Owner and herein set forth in this Agreement have been made by the Owner and any Unit Owner as contractual obligations as well as being made pursuant to Section 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, including any amendments to this Agreement as may be required by the Land Title Office or the District to affect such registration.

6.06 Agreement to Have Effect as Deed

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

6.07 Waiver

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

6.08 Time

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

6.09 Validity of Provisions

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

6.10 Extent of Obligations and Costs

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

6.11 Notices

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

If to the District:

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

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

If to the Owner:

Attention:  
Facsimile: (604)

If to the Unit Owner:

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

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

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.

**Article 7 INTERPRETATION**

7.01 References

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

7.02 Construction

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

7.03 No Limitation

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

7.04 Terms Mandatory

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



7.05 Statutes

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

7.06 Entire Agreement

- (a) 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.
- (b) 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 8097.

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. \_\_\_\_\_ (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. \_\_\_\_\_, as extended by \_\_\_\_\_ and \_\_\_\_\_, as extended by \_\_\_\_\_ (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.

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

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

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

# Summary of Public Information Meeting Held Nov. 27, 2014

ATTACHMENT 

The project team present at the meeting included:

- Merlin Wick, Noort Holdings Ltd.
- Taizo Yamamoto, Yamamoto Architecture Ltd.
- Lilian Arishenkoff, Community Planner, District of North Vancouver
- Brian Wallace, BWW Consulting, Traffic Consultant
- Jay Hiscox, Main Street Architecture, Meeting Facilitator

A total of 5 people signed in to the meeting and 5 comment forms were returned.

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

Questions fielded during the meeting included the following:

- Concern for additional traffic that could be generated along West Queens Road, especially as relates to short term visitor parking to the project, and existing overflow parking from the pub.
- Concern regarding the number of visitor parking stalls provided.
- Concern for additional dogs' impact on private green lawns across West Queens Road
- Concern for project height and setbacks relative to existing single family housing along West Queens Road.
- Concerns regarding the attendance of the meeting, questions about the most suitable time to hold such a public information meeting.
- Concern regarding speed of traffic along West Queens Road
- Specific questions regarding parking signage and permitted parking on the street frontage.
- Questions regarding project timelines, expected construction completion.
- Questions regarding building materials, noise impact of street wall of 3 storeys.
- Questions regarding materials, colours, roof shapes

## 2.4 Community Inquiries

Noort Holdings Ltd. did not receive any community inquiries via emails and phone calls regarding the project.


## 2.5 Response to Public feedback


The following changes are presently contemplated as a result of the Public Information meeting:


- Noort would consider changing 2 resident parking spaces to visitor (if recommended by DNV staff)
- Secondary projections redesigned to a shed roof to reduce street noise along W. Queens Rd.
- Large trees proposed along the boulevard to reduce street noise along W. Queens Rd.
- Noort Homes Ltd. has also agreed to promote the use of an alternative mode of transportation by offering transit passes to the residents. This will help minimize vehicle activity in the area.



AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>Nov 9, 2015</u>
<input type="checkbox"/> Workshop (open to public)	Date: _____

  
Dept.  
Manager

  
GM/  
Director

  
CAO

## The District of North Vancouver REPORT TO COUNCIL

October 20, 2015  
File: 08.3060.20/053.14

**AUTHOR:** Erik Wilhelm, Planner

**SUBJECT:** Development Variance Permit 53.14 – 170 East Osborne Road

### RECOMMENDATION:

It is recommended that Council issue Development Variance Permit 53.14 (Attachment A) to enable subdivision of 170 East Osborne Road.

### REASON FOR REPORT:

The applicant has applied for a variance that requires Council's approval in order to allow for the subdivision of the subject property.

### SUMMARY:

The applicant has applied for a lot width variance in order to enable a two lot subdivision. The variance relates to only one of the proposed lots. Both proposed lots comply with the minimum lot area requirements for the RSQ zone. The application has been modified to address Council's input and is being returned for Council consideration.

### BACKGROUND:

The subject property is located at 170 East Osborne Road. Carisbrooke Park is located west of the subject property. The site and surrounding residential neighbourhood is zoned Single-Family Queensdale (RSQ).



Below is a context map and air photo of the site. The existing residence and detached garage, situated on the northern/central portion of the site, have vehicle access via the lane on the eastern side of the property. There is an aging private tennis court adjacent to East Osborne Road on the southern portion of the property.



On February 17, 2014, Council considered Development Variance Permit 47.13 which would have facilitated subdivision of the property and allowed retention of the existing house and detached garage. There were five variances involved with the application. Four of the five variances involved zoning compliance variances in order to retain the existing residence and detached garage. A lot depth variance also formed part of the application due to the proposed panhandle lot configuration. Council did not issue DVP 47.13.

Given the previous 2014 denial, the applicant revised the subdivision design and variance application to address Council concerns. The new application was considered on July 20, 2015 and included:

- Proposed demolition of the existing residence and detached garage (to remove 4 of the 5 previous setback variances);
- Registration of a Section 219 covenant to ensure the new residence on Lot 1 (north lot) will not exceed the height of the existing house (to help protect existing views);
- Completion of comprehensive house designs with improved siting (to improve the view corridor for the neighbour to the north); and
- Amended subdivision design requiring a minor lot width variance of 0.43m (1.41 ft).

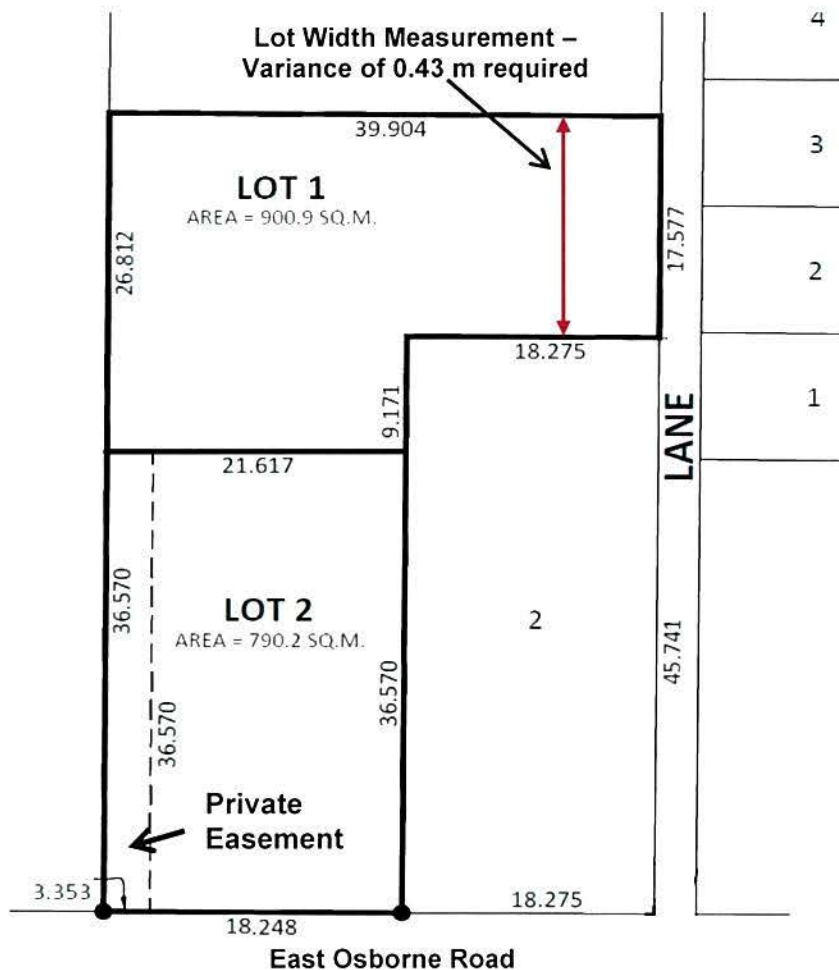


The general configuration of the subdivision considered on July 20, 2015 can be seen in the adjacent diagram.

5 people spoke in support and 2 people spoke in opposition of the variance application as part of the Public Input portion of the Council meeting on July 20, 2015.

Council raised concerns with the variance mainly regarding access concerns due to the grade and width of the lane. Access for rescue services and garbage pick-up were of particular concern.

Council referred the application back to staff to work with the applicant on these items. Since then, the applicant has made the following amendments:



1. Provide dedication of lane in front of this property to increase the width of the lane from 10 ft (3.05m) to 19.7 ft (6 m) which is the width of a conventional lane as required by the Development Servicing Bylaw. The widened width of the lane would provide a larger area for vehicles to pass by each other within the lane (for a distance of approximately 17.57m (57 ft.)) on the east side of Lot 1.
2. Registration of a section 219 covenant to sprinkler both houses to be built within the subdivision to address fire access concerns.
3. Construct a pedestrian pathway from East Osborne Road to Lot 1 (free of any obstructions) within the easement area registered over the western portion of Lot 2 (seen above).

## ANALYSIS:

### Fire Department

The Fire Department has reviewed the proposed subdivision. All aspects of the Fire Department's requests have been addressed. Specifically:



1. The Fire Department requested that the houses be sprinklered. Accordingly, the applicant has agreed to sprinkler both houses within the subdivision.
2. The potential opportunity for additional fire hydrants to be installed by the applicant will be reviewed by Fire Services in accordance with requirements of the Fire Bylaw and Development Servicing Bylaw and be implemented as part of the subdivision process.
3. Address signage for Lot 1 along E. Osborne Road will be provided in order to ensure that the east lane is identified as the primary access. This will be ensured through the subdivision process.
4. The pedestrian pathway from East Osborne Road up to Lot 1 be installed within the easement area to ensure unobstructed fire fighter access. The applicant has agreed to install the pedestrian pathway as part of the subdivision process.

**Engineering Department:**

The Engineering Department has reviewed the proposed subdivision.

*Lane:* The increased lane dedication would improve the laneway standard up to the requirements of the Development Servicing Bylaw for the portion of lane adjacent to the property.

*Driveways/Road Access:* The Development Servicing Bylaw requires that for any lot which has direct access to an opened lane, new parking structures cannot be accessed from the road (i.e. if the property was not subdivided, any new house built would require parking via the lane).

In accordance with the Development Servicing Bylaw, paving a vehicular access to Lot 1 from E. Osborne Road would be contrary to the intent of the Development Servicing Bylaw. Generally speaking, the Engineering Department aims to decrease the amount of driveways onto roads when lanes are present.

Staff explored the possibility of a shared driveway access from East Osborne Road for both lots; however, the applicant does not wish to pursue this option due to:

1. The aesthetics of a driveway adjacent to Carisbrooke Park;
2. The fact that any new driveway would maintain a similar condition as the existing lane;
3. Lack of proper turn around area for a large emergency vehicle at the top of the driveway within Lot 1; and
4. The rational location for vehicular access for a house located on the north portion of the subdivision (Lot 1) would be from the lane.

Staff concurs with the above noted rationale not to have a paved driveway to access Lot 1.

**Solid Waste Department:**

Solid Waste has reviewed the proposed subdivision. Garbage and recycling pick-up will remain (regardless of this application) within the lane which currently starts at the southern terminus of the lane on East Osborne Road uphill towards East Carisbrooke Road.

**Option Outcomes:**

The following options are available for Council's consideration:

1. Issue Development Variance Permit 53.14 (Attachment A) to enable subdivision at 170 East Osborne Road. (staff recommendation); or
2. Deny Development Variance Permit 53.14.

Option 1 would allow the subdivision to proceed and provide to the following elements:

- Widened lane (dedicated and constructed);
- Sidewalk improvements along East Osborne Road to extend towards East Carisbrooke Park;
- Allow construction of a house on proposed Lot 1 with a limited height maximum of 22 ft. (6.71 m.) in order to protect view corridors for surrounding properties;
- Create 2 lots in keeping with general neighbourhood character (see analysis of lot sizes included as Attachment B); and
- Provide the same use and density onto the lane as in existence.

Option 2 would deny the subdivision and bring finality to this application.

**Conclusion:**

Proposed Development Variance Permit 53.14 will enable subdivision of the property while protecting view corridors for surrounding properties, provide building envelopes more in line with the existing neighbourhood character and allow for road/laneway improvements to be installed; therefore, it is recommended that Council issue DVP53.14.

**Options:**

The following options are available for Council's consideration:

1. Issue Development Variance Permit 53.14 (Attachment A) to enable subdivision at 170 East Osborne Road. (staff recommendation); or

2. Deny Development Variance Permit 53.14.



Erik Wilhelm  
Planner

Attach

Attachment A – DVP 53.14

Attachment B – Neighbourhood Lot Size Comparison Map.

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



**THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER****DEVELOPMENT VARIANCE PERMIT 53.14**

This Development Variance Permit 53.14 is hereby issued by the Council of The Corporation of the District of North Vancouver to Iris Yee Ming Chiu and Eve Yi Yin Chiu to facilitate a subdivision located at 170 East Osborne Road legally described as Lot 1, Blocks 19 and 20, District Lot 2026, Plan 12751 (PID: 008-829-187), subject to the following terms and conditions:

- A. The following Zoning Bylaw regulation is varied under subsection 922(1)(b) of the Local Government Act:
1. The minimum lot width is decreased from 18 metres (59.06 feet) to 17.57 metres (57.64 ft.) and applies only to the lot layout as illustrated in the attached drawing (DVP53.14A);
  2. The property must be developed in accordance with attached drawings DVP53.14B-DVP53.14H; and
  3. The above variance is granted subject to registration of a Section 219 Covenant registered on the property in favour of the District in priority of all financial charges to:
    - ensure that the house designs outlined in attached drawings DVP53.14B-DVP53.14H are built on the lands; and
    - the height of the house on Proposed Lot 1 is limited to a total height no greater than 220.44 ASL (Above Sea Level).
- B. The following requirement is imposed under subsection 926(1) of the Local Government Act:

Substantial completion of subdivision as determined by the Approving Officer Licences shall commence within two years of the date of this permit or the permit shall lapse.

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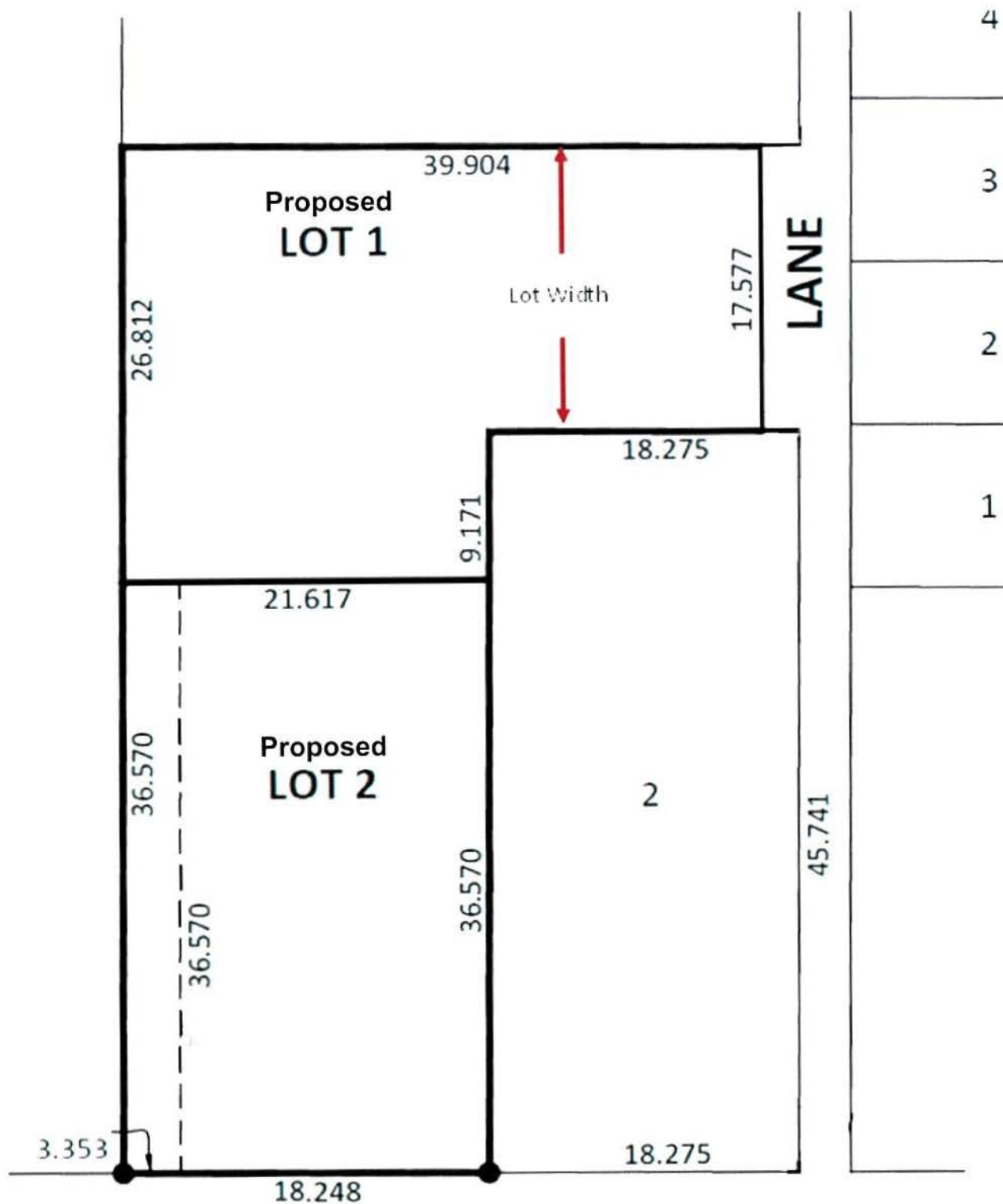
Mayor

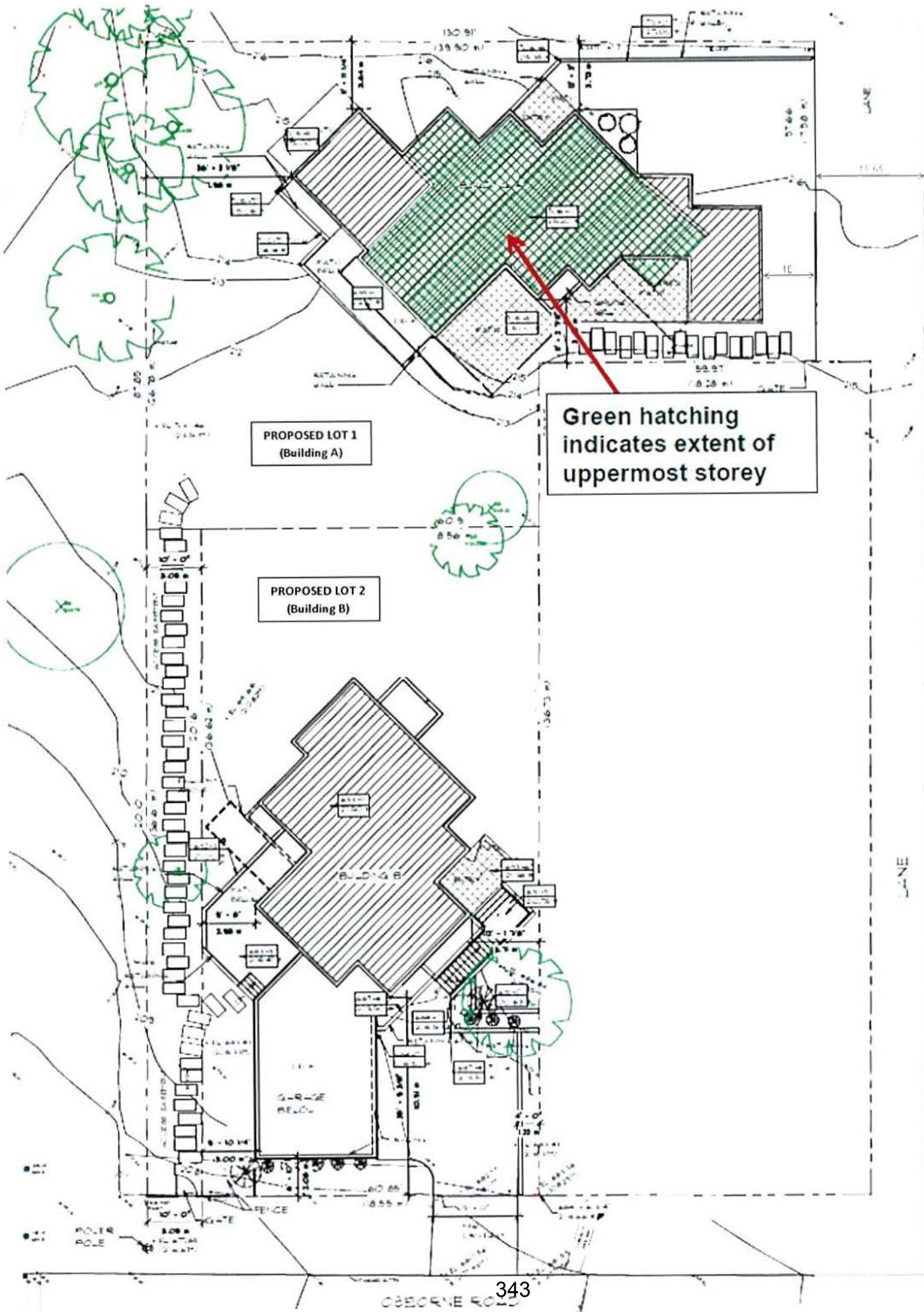
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Municipal Clerk

Dated this day        of        , 2015.

Document: 2638405







Architectural floor plan of a building. The plan shows a central corridor system connecting various rooms. On the left side, there are several rooms, including a large hall (Room 101) and a smaller room (Room 102). On the right side, there are more rooms, including a large hall (Room 201) and a smaller room (Room 202). The plan also includes a central courtyard area. Dimensions are provided for several rooms, and a scale bar is located at the bottom right.

TWO SISTERS  
 77 E. 5th Street  
 Springfield, MA  
 BUILDING A ELEVATIONS  
 344  
 lot 1  
 DOUGLAS R.  
 JOHNSON  
 ARCHITECT LTD.  
 As prepared  
 Approved  
 DP-5.11

DVP53.14D

2 EAST ELEVATION  
1:4.11.07

1 SOUTH ELEVATION  
1:4.11.07

400 SPACE \* 25 CM \* 25 CM \* 25 CM  
FRONT \* 25 CM \* 25 CM \* 25 CM  
400 SPACE \* 25 CM \* 25 CM \* 25 CM  
REAR \* 25 CM \* 25 CM \* 25 CM

TWO SISTERS

170 East Street North  
Kilmarnock, PA

BUILDING A ELEVATIONS

Lot 1

345

DOUGLAS R.  
JOHNSON  
ARCHITECT LTD.

As indicated

Approved

DP-5.21

A 3D perspective rendering of the building model, showing its complex geometry, including the central tower, side wings, and the large, multi-level entrance structure. The model is presented in a light gray color against a white background.

This architectural section drawing illustrates the internal structure of a building. It shows multiple levels, including a ground floor, a first floor, and a second floor. A prominent staircase is visible on the left side, leading up to the second floor. The drawing uses solid black areas to represent walls and structural elements, while white areas indicate open spaces, rooms, and voids. The layout suggests a complex internal organization with various sized rooms and a central vertical circulation space.

3D VIEW 2  
2

Lot 1

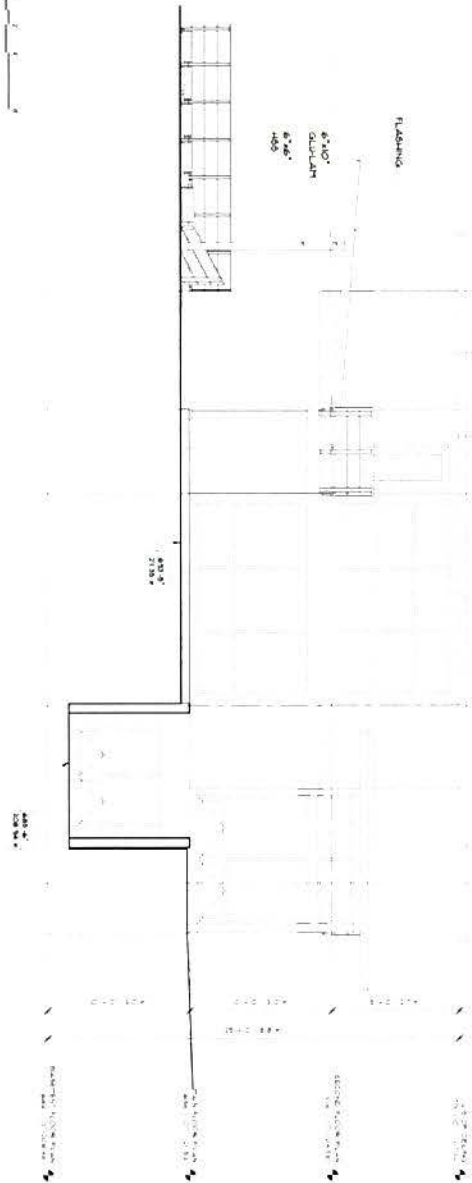
Figure 1: A schematic diagram of a 1D lattice chain. It shows a horizontal chain of 10 sites. The first site is labeled '1' and the last site is labeled '10'. The sites are connected by horizontal lines. Above the chain, there are labels '1D' and '1D' with arrows pointing to the chain. Below the chain, there are labels '1D' and '1D' with arrows pointing to the chain. The chain is labeled '1D' at both ends.

DP-5.31

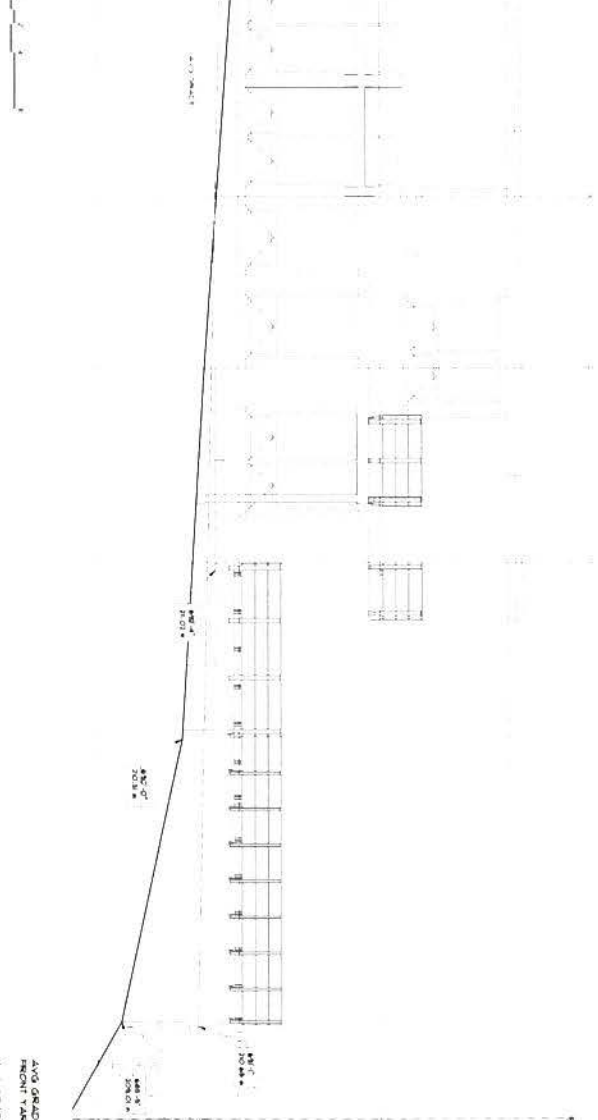


DVP53.14F

2 EAST ELEVATION  
1/4" = 1'-0"



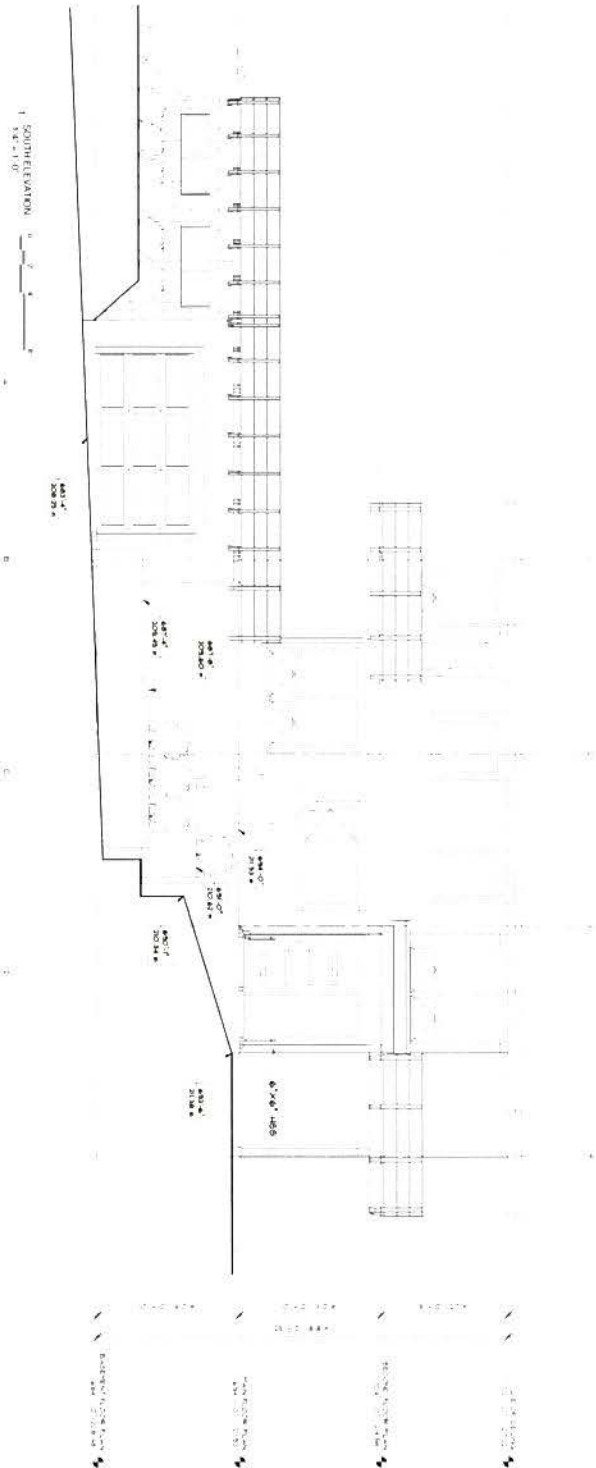
1 NORTH ELEVATION  
1/4" = 1'-0"



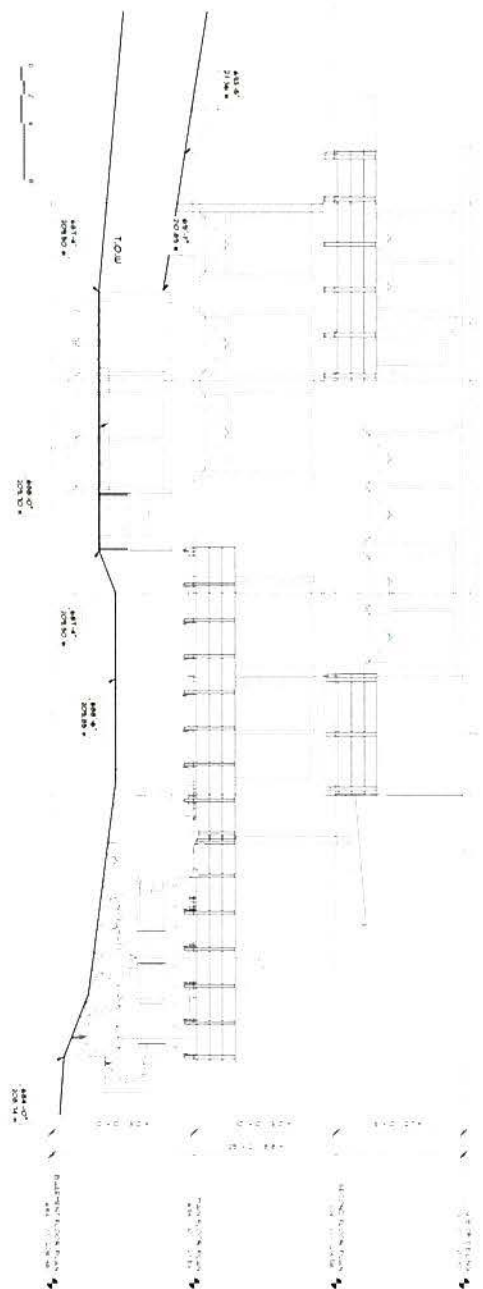
Avg GARAGE FRONT YARD 21.5M x 21.0M  
Avg GARAGE REAR YARD 21.5M x 20.0M  
2

DOUGLAS R. JOHNSON  
ARCHITECT LTD.  
DP-5.11

THE SISTERS  
170 EAST OSBORNE  
NORTH VANCOUVER, BC  
BUILDING B ELEVATIONS  
Lot 2 347



2 WEST ELEVATION  
1/4" = 1'-0"



THE SISTERS

170 EAST OSBORNE  
NORTH VANCOUVER, BC

BUILDING B ELEVATIONS

Lot 2

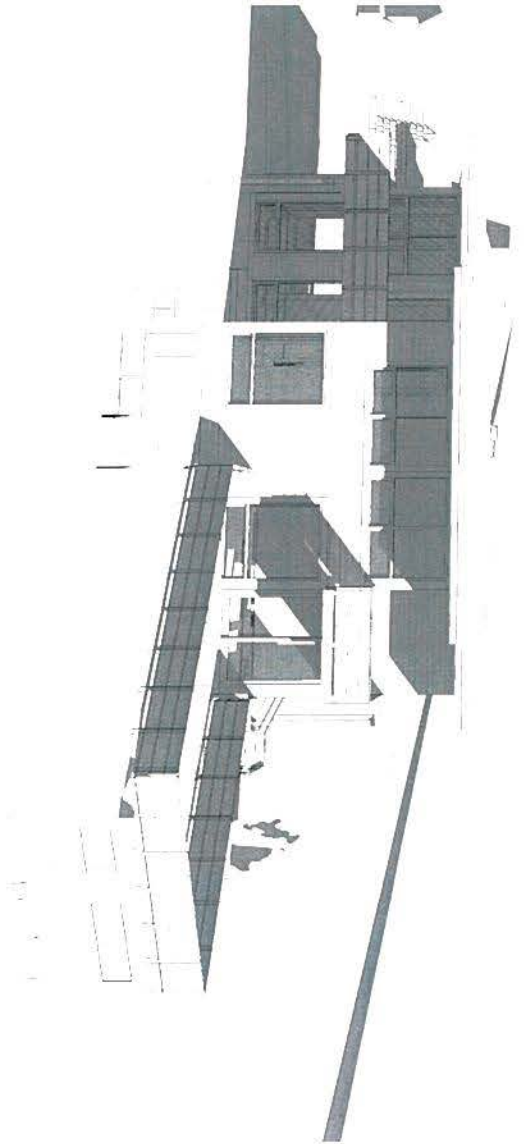
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DOUGLAS R.  
JOHNSON  
ARCHITECT LTD.

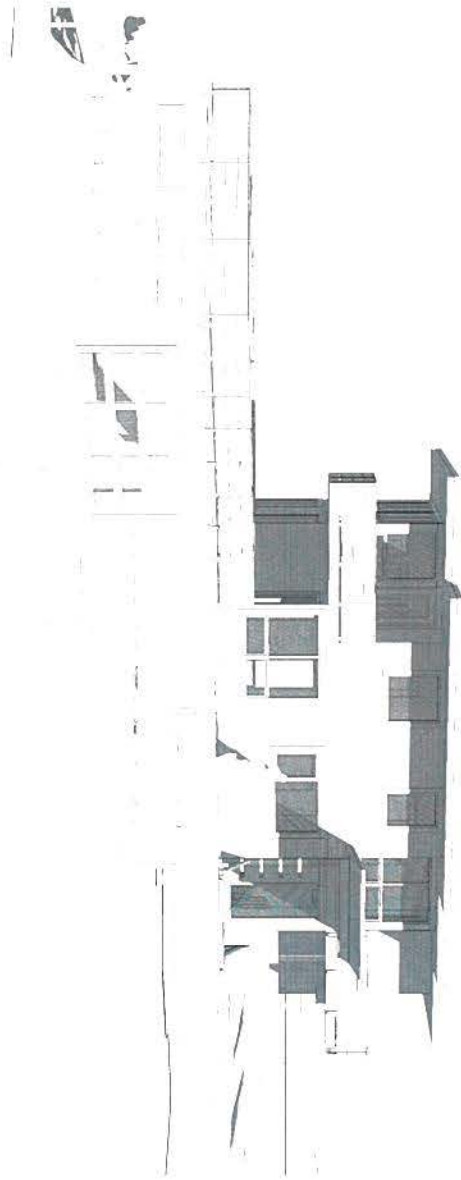
Checker  
DP-5.21

DVP53.14H

1. 3D VIEW - SOUTH SIDE



2. 3D VIEW - SOUTH SIDE



THE SISTERS  
170 EAST OSBORNE  
NORTH VANCOUVER, BC  
BUILDING B VIEWS

Lot 2

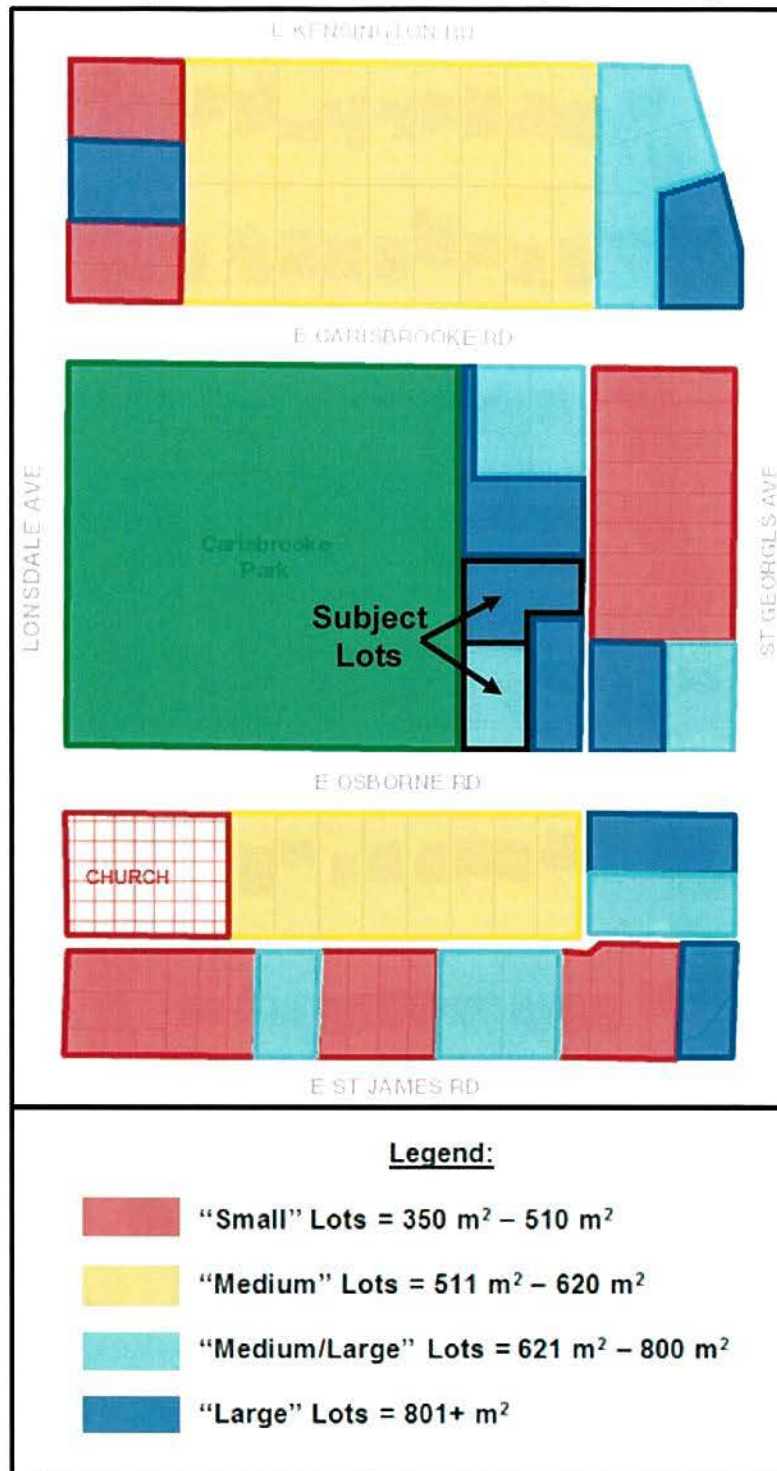
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DOUGLAS R.  
JOHNSON  
ARCHITECT LTD.

DP-5.31



Neighbourhood Lot Size Comparison Map

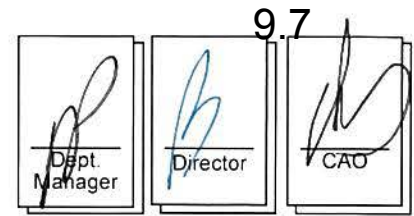


Neighbourhood “Fit”

The above map highlights the diverse lot sizes found in the local neighbourhood. Using the categories provided within the map, the subdivision would create a “Large Lot” (Lot 1 at 849 sq. m.) and a “Medium/Large Lot” (Lot 2 at 790 sq. m.) lot within the neighbourhood.

The areas and configuration of the two lots proposed to be created will be compatible with the existing surrounding lots in the area and provide a similar housing form as seen in the immediate area.

AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>Nov 9, 2015</u>
<input type="checkbox"/> Workshop (open to public)	Date: _____



## The District of North Vancouver REPORT TO COUNCIL

October 22, 2015  
File: 08.3060.20/0034.15  
Tracking Number: RCA -

**AUTHOR:** Kathleen Larsen, Community Planner

**SUBJECT:** Development Variance Permit 34.15 – 3623 Sunnycrest Drive

### RECOMMENDATION:

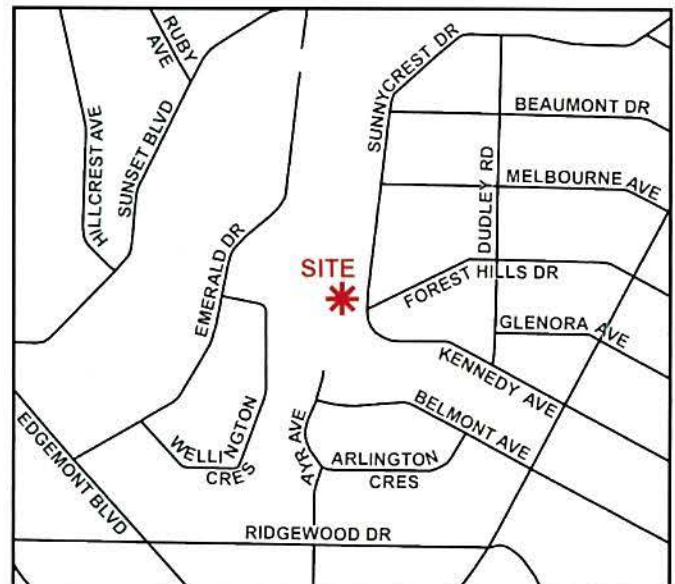
It is recommended that Council issue Development Variance Permit 34.15 (Attachment A) to allow for an addition to the existing house at 3623 Sunnycrest Drive.

**REASON FOR REPORT:** The project requires variances to the Zoning Bylaw that require Council's approval.

### SUMMARY:

The owners have applied for a Development Variance Permit to allow for an addition to an existing single-family house. A small portion of the rear of the site is in a designated Development Permit Area for Slope Hazard. As all of the proposed construction is located outside of the Development Permit Area the proposed project is exempt from the Development Permit requirements.

The existing home was designed by renowned architect Arthur Erikson in 1965. The owners propose to remove an existing carport and construct an addition which includes both garage and living space separated from the main house by a covered patio. The applicant has provided a letter of support from a heritage consultant.



The proposal requires a number of variances including: principle building front setback, minimum combined front and rear setbacks, minimum combined side setbacks, minimum front entry garage setback, maximum encroachment for a roof, maximum building depth, and



maximum building height for a garage. These variances arise from the irregular shape of the lot and the owners' desire to maintain the original siting and defining heritage characteristics of the home. The proposal is supported by staff as the integrity of the existing heritage house will be maintained and no concerns were raised by the adjacent neighbours.

## **ANALYSIS:**

Purpose: To allow for an addition to an existing single-family house.

Site and Surrounding Area: The site and surrounding lots to the east are zoned Residential Single-Family Highlands (RSH) as shown in the following context map and air photo. Sites directly to the west are zoned Residential Single-Family Edgemont (RSE). The site slopes down by about 3m (10 ft) to the northwest corner of the site.





The applicant has worked with heritage consultant Donald Luxton to ensure that the integrity of this valued heritage house is not compromised as a result of the proposed new construction and to ensure that the house will remain worthy of being included on the Heritage Register.

A letter from the consultant has been included as Attachment B for the information of Council. In his assessment Mr. Luxton notes that the "variances are necessary and reasonable to allow for a compatible design and improve the heritage condition by allowing sufficient space so the heritage house is not compromised or crowded on its site. In this way, the house retains the maximum amount of original design integrity."

Proposed Variances: The proposed construction requires the following variances:

<b>Regulation</b>	<b>Required/ Permitted</b>	<b>New Work</b>	<b>Variance</b>
Minimum Principle Building Front Setback	7.62 m 25.0 ft	6.06 m 19.87 ft	1.56 m 5.13 ft
Minimum Combined Front and Rear Setback	18.28 m 60.0 ft	14.65 m 48.08 ft	3.63 m 11.92 ft
Minimum Combined North and South Sideyard Setback	3.67 m 12.06 ft	3.5 m 11.5 ft	0.17 m 0.56 ft
Minimum Garage Setback – Facing a Street	6.09 m 20.0 ft	5.54 m 18.17 ft	0.55 m 1.83 ft
Maximum Encroachment for Roof	6.40 m 21.0 ft	5.45 m 17.87 ft	0.95 m 3.13 ft
Maximum Building Depth	19.81 m 65.0 ft	25.32 m 83.08 ft	5.51 m 18.08 ft
Maximum Building Height - Garage	3.66 m 12.0 ft	3.91 m 12.83 ft	0.25 m 0.83 ft



Building Depth:

The existing heritage house has a non-conforming building depth of approximately 21.9m (72 ft). A building depth variance of 5.51m (18.08 ft) is required to allow for the siting of the new addition.

The variance is supportable as the non-conforming siting of the existing main house will remain unchanged. The new addition will create some articulation to the building mass as viewed from the south and will not result in an elongated wall along the south property line.

Setbacks:

A 1.56m (5.13 ft) variance for front yard setback to the principle dwelling and a 3.63m (11.92 ft) variance for combined front and rear setbacks are required to allow for the siting of the new addition.

A combined sideyard setback variance of 0.17m (0.56 ft) is required due to an existing non-conforming sideyard of 1.68m (5.5 ft) where the property line is angled at the north side of the existing house. The variance is supportable as the new addition will maintain a 1.83m (6 ft) sideyard at the south property line.

Garage Setback, Height, and Roof Encroachment:

A new front-entry one-car garage with access from Sunnycrest Drive is proposed. The siting of the proposed garage 5.54m (18.17 ft) from the front property line necessitates a setback variance of 0.55m (1.83 ft). A variance of 0.95m (3.13 ft) is also required for the garage roof overhang which is proposed to encroach into the required front yard setback.

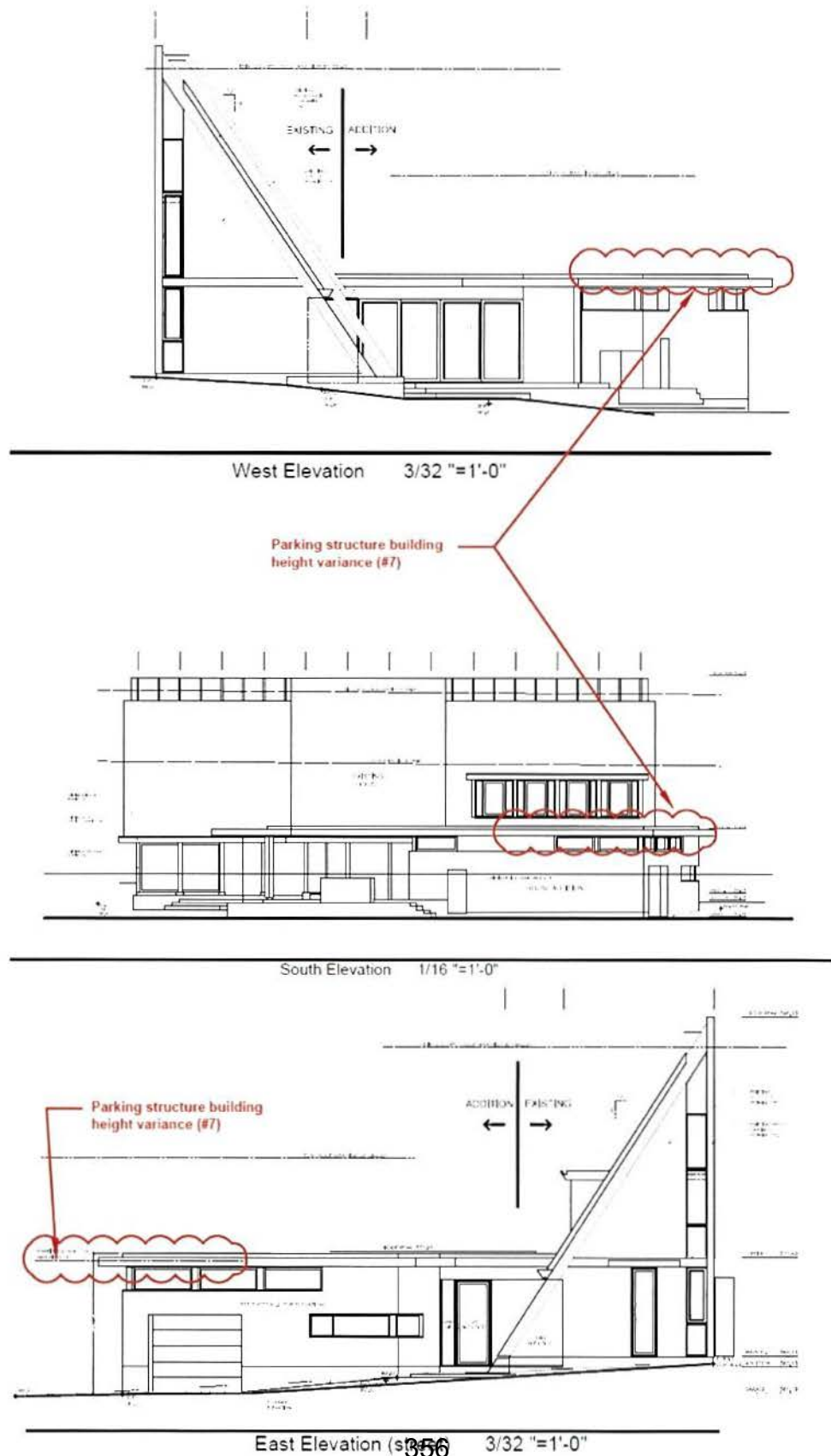
The variances are both supportable as there is a generous boulevard located between the property line and the curb of approximately 5.2m (17 ft). As a result the garage will be approximately 10.7m (35 ft) from the street.

A small 0.25m (0.83 ft) variance to the maximum building height of the proposed garage is also required.

Both the parking structure and living space components of the new addition have been designed with a shared flat roof and the variance to the maximum building height of the garage is supportable in order to maintain a simple design composition, minimize the impact on the heritage house, and permit alignment of the existing and proposed roof eaves and gutters.



The required garage height variance is illustrated on the following plans:





Existing View from Sunnycrest Drive



Proposed view from Sunnycrest Drive

Notification:

An information letter was sent out to six adjacent neighbours and the Edgemont/Upper Capilano Community Association to inform them of the application. No responses have been received from the neighbours to-date. The Community Association replied that they have no objection to the application and defer to the input from surrounding neighbours.

Conclusion:

The proposal is supported by staff as the applicant has ensured through the design of the proposed construction that the integrity of the existing heritage house will be maintained and no concerns were raised by the adjacent neighbours.

**OPTIONS:**

The following options are available for Council's consideration:

1. Issue Development Variance Permit 34.15 (Attachment A) to allow for an addition to the existing house at 3623 Sunnycrest Drive (staff recommendation); or
2. Deny Development Variance Permit 34.15.



Kathleen Larsen  
Community Planner

Attachments:

A - DVP 34.15

B - Letter of Support from Heritage Consultant  
Donald Luxton (September 14, 2015)

<b>REVIEWED WITH:</b> <input type="checkbox"/> Sustainable Community Development <input type="checkbox"/> Development Services <input type="checkbox"/> Utilities <input type="checkbox"/> Engineering Operations <input type="checkbox"/> Parks & Environment <input type="checkbox"/> Economic Development	<b>REVIEWED WITH:</b> <input type="checkbox"/> Clerk's Office <input type="checkbox"/> Corporate Services <input type="checkbox"/> Communications <input type="checkbox"/> Finance <input type="checkbox"/> Fire Services <input type="checkbox"/> Human resources <input type="checkbox"/> ITS <input type="checkbox"/> Solicitor <input type="checkbox"/> GIS	<b>REVIEWED WITH:</b> External Agencies: <input type="checkbox"/> Library Board <input type="checkbox"/> NS Health <input type="checkbox"/> RCMP <input type="checkbox"/> Recreation Commission <input type="checkbox"/> Other: _____	<b>REVIEWED WITH:</b> Advisory Committees: <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____
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THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER**DEVELOPMENT VARIANCE PERMIT 34.14**

This Development Variance Permit 34.14 is hereby issued by the Council of The Corporation of the District of North Vancouver to Meagan Smith and Christopher Andrew Booth to allow for an addition at 3623 Sunnycrest Drive legally described as Lot A, Block 61, District Lots 599 and 600, Plan 12077, PID (009-048-596) subject to the following terms and conditions:

A. The following Zoning Bylaw regulations are varied under subsection 922 (1)(b) of the Local Government Act:

1. The minimum principle building front setback is decreased from 7.62m (25.0 ft) to 6.06m (19.87 ft);
2. The minimum combined front and rear setback is decreased from 18.28m (60.0 ft) to 14.65m (48.08 ft);
3. The minimum combined north and south sideyard setback is decreased from 3.67m (12.06 ft) to 3.5m (11.5 ft);
4. The minimum front entry garage setback is increased from 6.09m (20.0 ft) to 5.54m (18.17 ft);
5. The maximum encroachment for a roof is decreased from 6.40m (21.0 ft) to 5.45 m (17.87 ft);
6. The maximum building depth is increased from 19.81m (65.0 ft) to 25.32m (83.08 ft);
7. The maximum garage height is increased from 3.66m (12.0 ft) to 3.91m (12.83 ft);
8. The variances above apply only to the addition as illustrated on the attached drawings (34.15 A-D).

B. The following requirement is imposed under Section 926(1) of the Local Government Act:

Substantial construction as determined by the Chief Building Official shall commence within two years of the date of this permit or the permit shall lapse.

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MAYOR

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MUNICIPAL CLERK

Dated this    day of            , 2015.



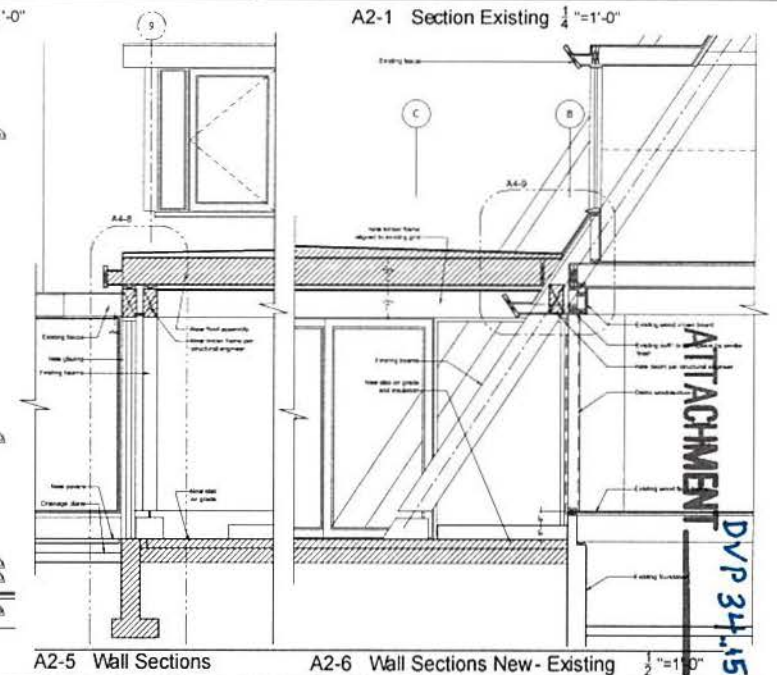
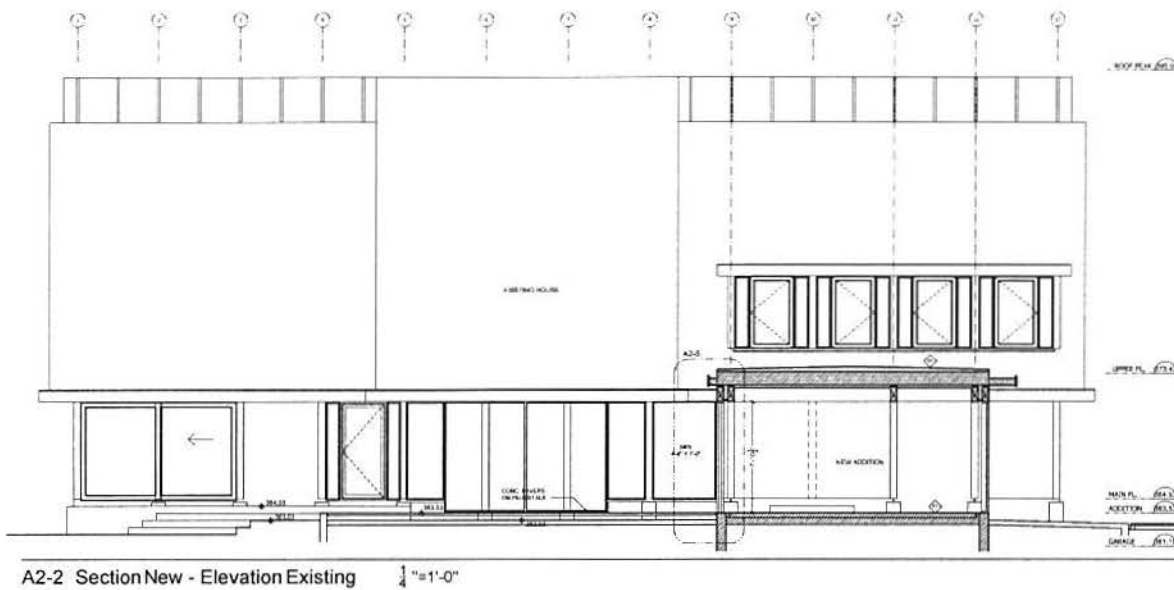
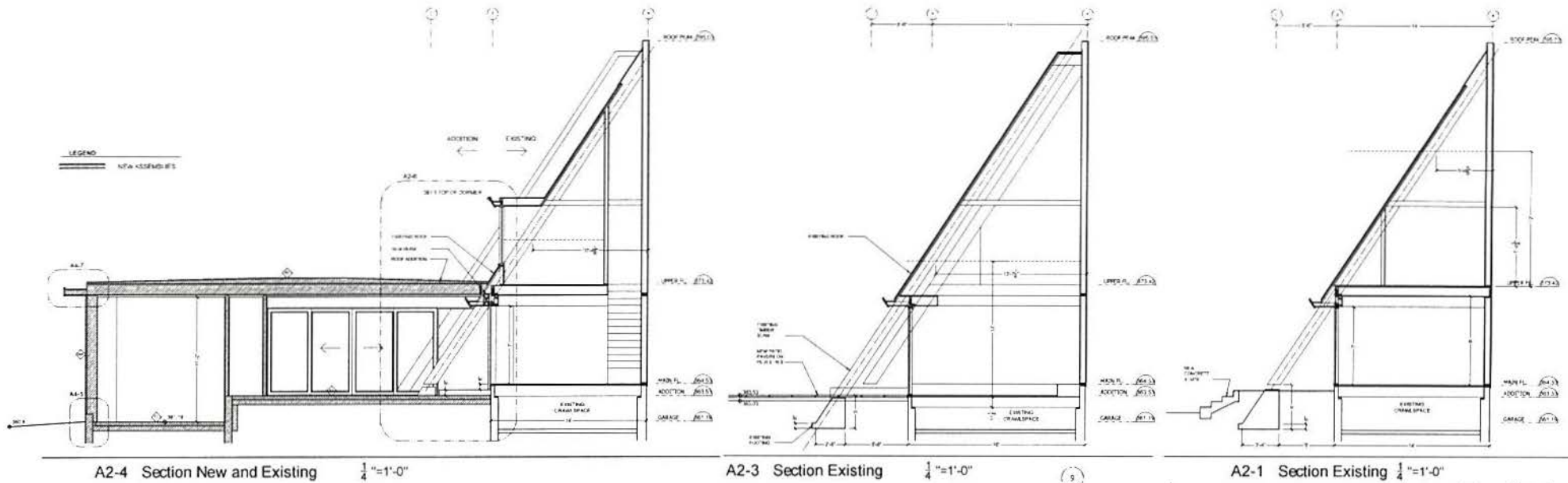
Existing View from Sunnycrest Drive



Proposed view from Sunnycrest Drive







**Lanefab**  
 Design/Build  
 www.lanefab.com

202 - 175 East Broadway  
 Vancouver, BC V5T 1W2  
 604 728 0805  
 bryn@lanefab.com

ALL DIMENSIONS IN FEET AND INCHES  
 UNLESS OTHERWISE NOTED  
 LAMINATE GLASS SHALL BE  
 1/2" THICK AND 1/4" SPACER  
 1/2" SPACER SHALL BE 1/4"

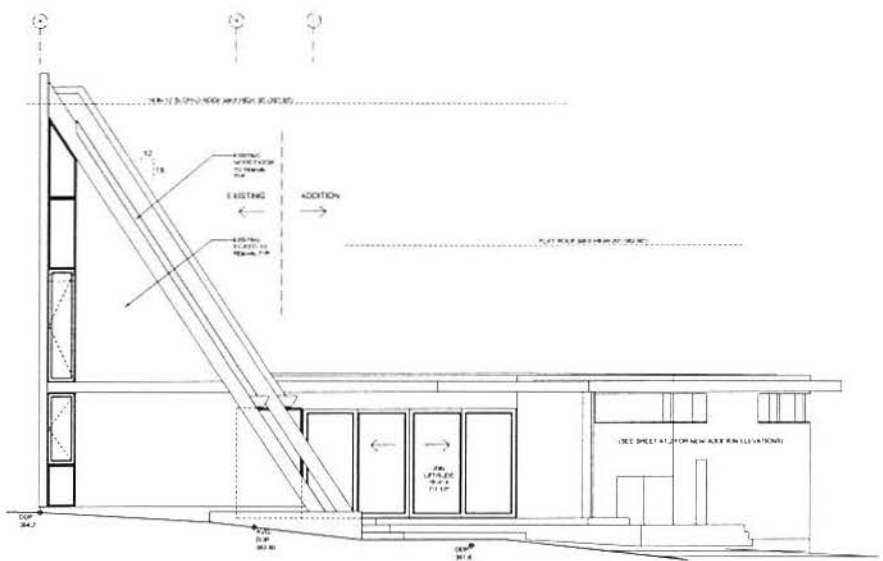
Sheet 1  
 Revisions 2  
 3

LOT 1, BLOCK 11, D. L.  
 3623 SUNNYCREST DR.  
 P. I. D.  
 ZONING - RSH

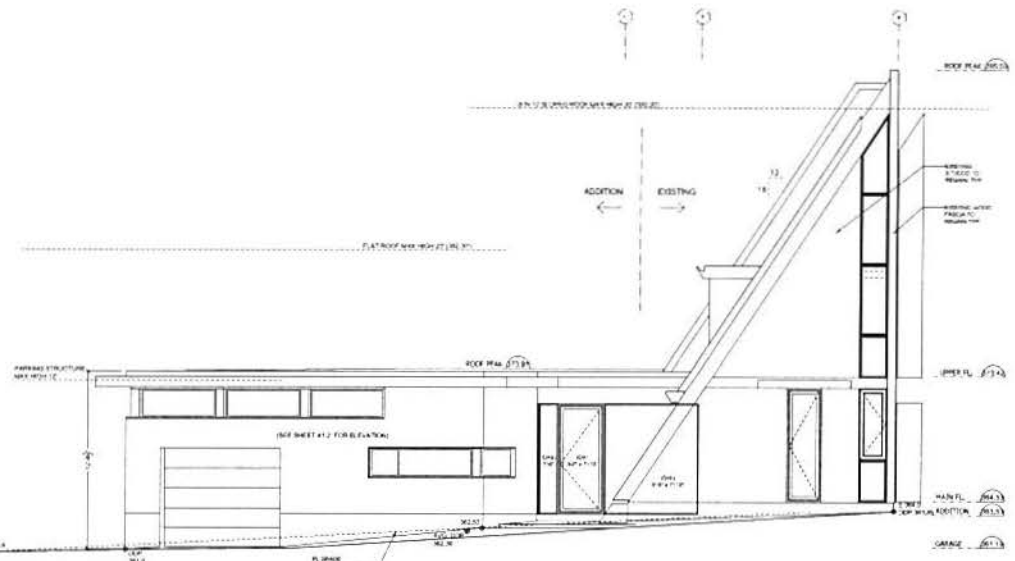
House Addition  
 3623 Sunnycrest Dr. North Vancouver District, BC  
 Set DP

Date July 27, 2015

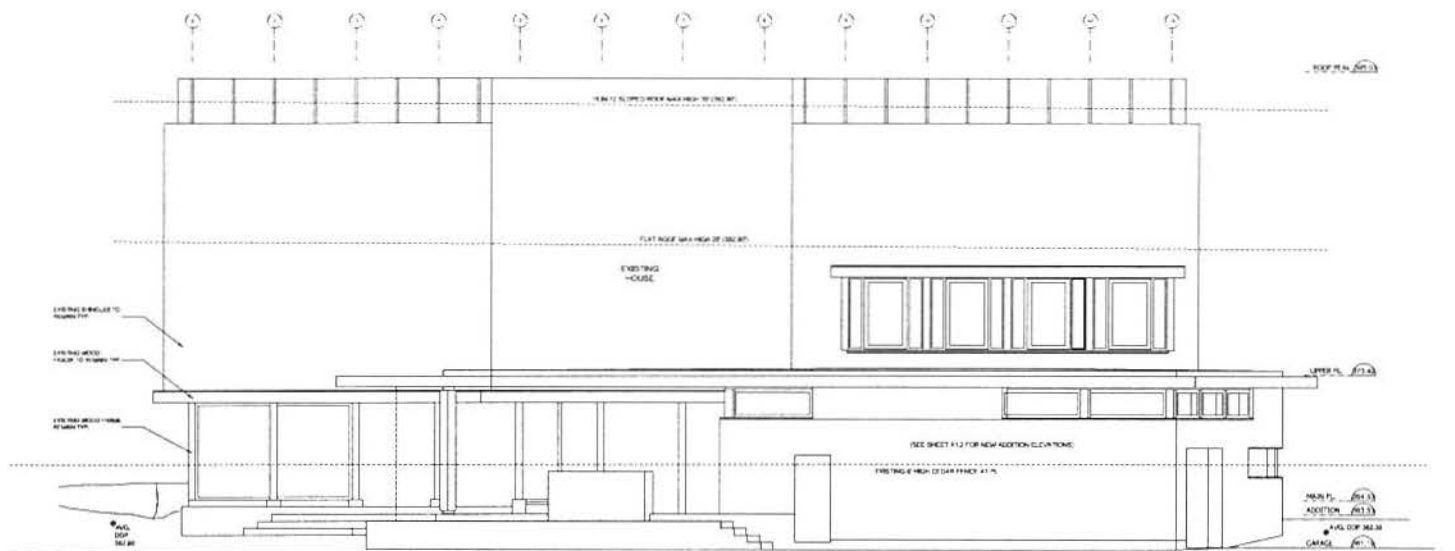
A2



A3-1 West Elevation  $\frac{1}{4}"=1'-0"$



A3-2 East Elevation (street)  $\frac{1}{4}"=1'-0"$



A3-3 South Elevation  $\frac{1}{4}"=1'-0"$



202 - 175 East Broadway  
Vancouver, BC V5T 1W2  
604.728.0606  
bryn@lanefab.com

ALL DIMENSIONS IN FEET AND INCHES  
UNLESS OTHERWISE NOTED  
Landscape design: LAND  
ARCHITECTURE: LCA  
DATE: 2014.07.10

Sheet 1  
Revisions 2  
3

LOT A, BLOCK 61, D.L.  
569 and 600, PLAN 1207/  
P1-D  
ZONING: R1SH

House Address  
3623 Sunnycrest Dr., North Vancouver District, BC  
Set DP  
Elevations

ATTACHMENT DVP 34.150

Date July 27, 2015

A3



Monday, September 14, 2015

Kathleen Larsen  
Community Planner  
District of North Vancouver  
355 West Queens Road  
North Vancouver, BC  
V7N 4N5

Dear Ms. Larsen;  
**Proposed Application for the Mitchell Residence, 3623 Sunnycrest Drive,**

Please accept this letter as a review of the proposed addition to the Mitchell Residence, designed by Arthur Erickson, 1965-66 and currently listed on the District of North Vancouver Heritage Register.

I have reviewed the plans prepared by Lanefab Design/Build, dated July 27, 2015, and have the following comments:

- The proposed additions are respectful of the original Erickson design, and the proposed design provides a resolution of a new addition to an existing structure that conforms to the *Standards and Guidelines for the Conservation of Historic Places in Canada*. Specifically, Standards 11 and 12 apply to additions to Historic Places, as follows:

***Standard 11:*** *Conserve the heritage value and character-defining elements when creating any new additions to a historic place and any related new construction. Make the new work physically and visually compatible with, subordinate to and distinguishable from the historic place.*

***Standard 12:*** *Create any new additions or related new construction so that the essential form and integrity of a historic place will not be impaired if the new work is removed in the future.*

- As the proposed addition conforms to the *Standards and Guidelines*, the Mitchell Residence would still merit inclusion on the Heritage Register as a significant heritage site.
- This application is supportable from a heritage point-of-view, and as a *Rehabilitation* measure, it will make possible a continuing reuse of the historic place through repair, alterations, and/or additions, while protecting its heritage value.

RECEIVED

SEP 16 2015

DM# 2733308 Planning Department  
District of North Vancouver

In order to provide a sympathetic design response to the historic place, it has been necessary to consider minor variances to the existing zoning schedule, as described in the following table.

<b>3623 Sunnycrest Drive</b>			
Non Compliant Items			
Principal building		Minimum	Proposed
Front setback		25'	19.83'
Combined front and rear yard setbacks		60'	48.08'
Minimum north sideyard (existing 5.5')		6'	5.5'
Combined sideyard = Min. 20%		12.06'	11.5'
Parking Structure			
Front setback facing a street		20'	18.17'
Maximum building depth (max. 65')			83.1'
Maximum encroachment for verandas, steps, roofs, etc.		21'	17.85'
Parking Structure			
Flat roof max. 12'			12.71'

It is my assessment that these variances are necessary, and reasonable, to allow for a compatible design, and improve the heritage condition by allowing sufficient space so that the heritage house is not compromised or crowded on its site. In this way, the house retains the maximum amount of original design integrity.

Please note that as this property is listed on the Heritage Register, this house is eligible for exemptions from the Provincial Energy Efficiency Act Regulations, and is also eligible for alternate compliance methods under the British Columbia Building Code.

Please let me know if you have any questions about this information, or would like to discuss. Many thanks in advance for your consideration.

Sincerely,



Donald Luxton, FRAIC  
Principal, Donald Luxton & Associates Inc.

AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>November 9, 2015</u>
<input type="checkbox"/> Workshop (open to public)	Date: _____

Dept Manager	GM/ Director	CAO
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## The District of North Vancouver REPORT TO COUNCIL

October 22, 2015

**AUTHOR:** Mayor Richard Walton

**SUBJECT:** North Shore Operation Red Nose

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### RECOMMENDATION:

That the report from the Mayor on the North Shore Operation Red Nose dated October 22, 2015 be received for information.

### BACKGROUND:

The North Shore Rotary Clubs are currently looking for additional sponsors to support the 15<sup>th</sup> year of Operation Red Nose. Operation Red Nose is a unique designated-driver program dedicated to fight against impaired driving on the weekends during the holiday season.

### REASON FOR REPORT:

In the past the District of North Vancouver has supported Operation Red Nose with a grant of \$500. This year they have asked the District to match the support of the City of North Vancouver and the District of West Vancouver with a \$1,000 grant.

### Conclusion:

If Council concurs, a cheque for \$1,000 will be issued to the North Shore Operation Red Nose immediately. The money will come from the Miscellaneous Funding Requests to Council account which has a current balance of \$6,164.59.



Respectfully submitted,



Richard Walton  
Mayor

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: _____