

AGENDA

PUBLIC HEARING

Tuesday, November 17, 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

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PUBLIC HEARING

7:00 p.m.
Tuesday, November 17, 2015
Municipal Hall, Council Chambers
355 West Queens Road, North Vancouver

1. OPENING BY THE MAYOR

2. INTRODUCTION OF BYLAW BY CLERK

The District of North Vancouver Rezoning Bylaw 1334 (Bylaw 8138)

Purpose of Bylaw:

Bylaw 8138 proposes to amend the District's Zoning Bylaw to create a new Comprehensive Development Zone 91 (CD91) and rezone the subject site from Residential Single Family 7200 Zone (RS3) to Comprehensive Development Zone 91 (CD91) to allow the development of a nine unit townhouse project.

3. PRESENTATION BY STAFF

Presentation: Casey Peters, Community Planner

4. PRESENTATION BY APPLICANT

Presentation: Demetre Lazos, Applicant

5. REPRESENTATIONS FROM THE PUBLIC

6. QUESTIONS FROM COUNCIL

7. COUNCIL RESOLUTION

Recommendation:

THAT the November 17, 2015 Public Hearing be closed;

AND THAT "The District of North Vancouver Rezoning Bylaw 1334 (Bylaw 8138)" be returned to Council for further consideration.

8. CLOSING

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The Corporation of the District of North Vancouver

Bylaw 8138

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 1334, (Bylaw 8138)”.

2. Amendments

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

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

“Comprehensive Development Zone 91 CD91”

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

“4B91 Comprehensive Development Zone 91 CD 91

The CD 91 zone is applied to:

756 Forsman Avenue, Lot C of Lot 6 Block A District Lot 613 Plan 20979,
PID: 005-225-957

778 Forsman Avenue, Lot A Block A District Lot 613 Group 1 New Westminster District
Plan BCP39525, PID: 027-780-228

4B 91-1 Intent

The purpose of the CD 91 Zone is to establish specific land use and development regulations for a 9 unit townhouse project.

4B 91- 2 Permitted Uses:

The following *principal* uses shall be permitted in the CD 91 Zone:

(a) Uses Permitted Without Conditions:

- (i) Residential building, multiple-family townhouse

(b) Conditional Uses:

Not Applicable

4B 91-3 Conditions of Use

Not Applicable

4B 91-4 Accessory Use

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

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

4B 91-5 Density

- (a) The maximum permitted density in the CD91 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 area within the parking garage, storage (to a maximum of 100 sq ft per unit), balconies and landscape trellis are excluded.

4B 91-6 Amenities

(a) Despite subsection 4B91-5, density in the CD91 Zone is increased to a maximum floor space ratio of 0.7 FSR, 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 \$41,576.25 to the municipality to be used for any or all of the following amenities (with allocation to be determined by the municipality in its sole discretion): public art; park, trail, environmental, pedestrian or other public realm, infrastructure improvements; municipal, recreation or social

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

4B 91-7 Maximum Principal Building Size:

Not applicable

4B 91-8 Setbacks:

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

Setback	Buildings (Min Setback)
Front (west property line)	4.57m (15 ft) to the building face
Rear (east property line)	6.10m (20 ft) to the building face
Side (north)	1.83m (6 ft) to the building face
Side (south)	3.05m (10 ft) to the building face

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

Setback	Maximum Setback Reduction
Front Yard	1.83 m (6.0 ft)

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

4B 91-9 Building Orientation:

Not applicable

4B 91-10 Building Depth and Width:

Not applicable

4B 91-11 Coverage:

- (a) Building Coverage shall not exceed 45%.
(b) Site Coverage shall not exceed 70%.

4B 91-12 Height:

The maximum permitted height for each building, inclusive of a 15% bonus for sloping roofs, is 12.1m (40 ft);

4B 91-13 Acoustic Requirements:

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

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

4B 91-14 Flood Construction Requirements:

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

4B 91-15 Landscaping:

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

4B 91-16 Subdivision Requirements:

Not applicable

4B 91-17 Additional Accessory Structure Regulations:

Not applicable.

4B 91-18 Parking and Loading Regulations:

- (a) Parking spaces shall be provided on the basis of 2 spaces/unit plus 2 visitor spaces;
- (b) Not more than 7 spaces may be small car spaces;

- (c) Not more than 5 parking spaces may be in a tandem arrangement;
- (d) All parking spaces shall meet the minimum length and width standards established in Part 10 of the District of North Vancouver Zoning Bylaw.”
- (C) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from the Residential Single Family 7200 Zone (RS3) to Comprehensive Development Zone 91 (CD 91).

READ a first time November 2, 2015

PUBLIC HEARING held

READ a second time

READ a third time

Certified a true copy of “Rezoning Bylaw 1334 (Bylaw 8138)” as at Third Reading

Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure on

ADOPTED

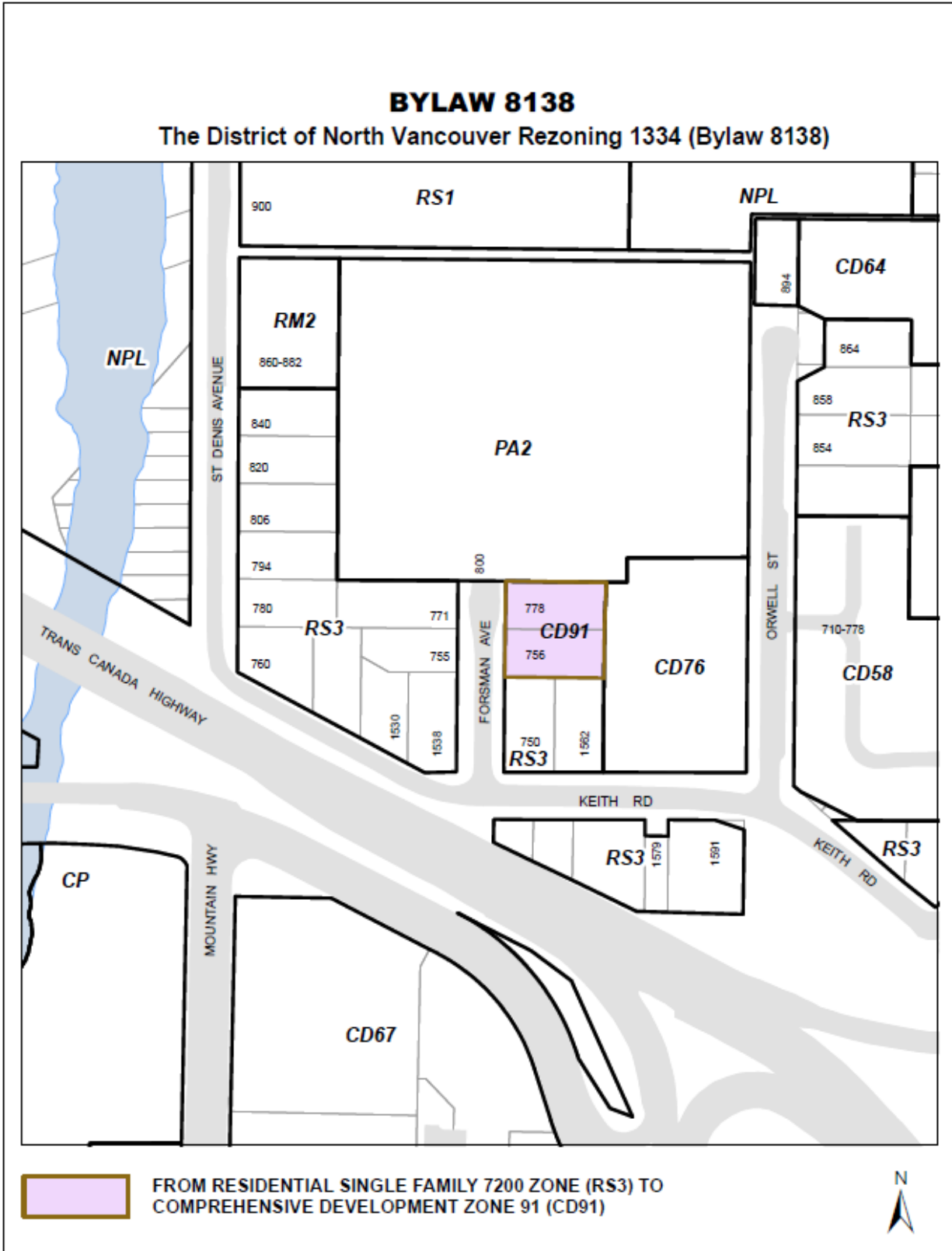
Mayor

Municipal Clerk

Certified a true copy


Municipal Clerk

Schedule A to Bylaw 8138



AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>Nov 2, 2015</u>
<input type="checkbox"/> Workshop (open to public)	Date: _____


 Dept.
 Manager


 GM/
 Director


 CAO

The District of North Vancouver REPORT TO COUNCIL

October 16, 2015
 File: 08.3060.20/085.12

AUTHOR: Casey Peters, Community Planner

SUBJECT: BYLAWS 8138 AND 8139: REZONING AND HOUSING AGREEMENT FOR A 9 UNIT TOWNHOUSE PROJECT: 756-778 FORSMAN AVENUE

RECOMMENDATIONS: It is recommended that:

1. Bylaw 8138, which rezones the subject site from Residential Single Family 7200 Zone (RS3) to Comprehensive Development 91 (CD91) to enable the development of a 9 unit residential townhouse project, be given First Reading;
2. Bylaw 8139, which authorizes a Housing Agreement to prevent future rental restrictions, be given First Reading; and
3. Bylaw 8138 be referred to a Public Hearing.

REASON FOR REPORT:

The proposed project requires Council's consideration of:

- Bylaw 8138 to rezone the subject properties; and
- Bylaw 8139 to authorize entry into a Housing Agreement to ensure that owners are not prevented from renting their units.

SUMMARY:

The applicant proposes to redevelop 2 single family lots located at 756-778 Forsman Avenue for a 9 unit townhouse project which requires rezoning and issuance of a development permit. The Rezoning Bylaw and Housing Agreement Bylaw are recommended for Introduction and the Rezoning Bylaw is recommended for referral to a Public Hearing.



BACKGROUND:

Official Community Plan

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

The proposed townhouse units are all 3 bedroom units, which will be attractive to families, and as such, the proposal responds to Goal #2 of the OCP to “encourage and enable a diverse mix of housing types...to accommodate the lifestyles and needs of people at all stages of life.” It also addresses the intent of the housing diversity policies in Section 7.1 of the OCP by providing units suitable for families (Policy 7.1.4).

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



The density of the proposal is 0.7 FSR with exclusions for parking, storage and balconies and therefore compliant with the Official Community Plan and the Lynnmour Inter-River Local Plan Reference Policy document. The Lynnmour Inter-River design guidelines support the proposed exemptions for storage areas and garages.

Zoning:

The subject properties are zoned Residential Single Family 7200 Zone (RS3) and therefore rezoning is required to permit this multi-family project. Bylaw 8138 proposes the establishment of a new Comprehensive Development Zone 91 (CD91) tailored specifically to this project.

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);
- Energy and Water Conservation and Greenhouse Gas Emission Reductions; and
- Protection from Natural Hazards (Creek Hazard).

SUBJECT: BYLAWS 8138 AND 8139: REZONING AND HOUSING AGREEMENT FOR A 9 UNIT TOWNHOUSE PROJECT: 756-778 FORSMAN AVENUE

October 16, 2015

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

Strata Rental Protection Policy

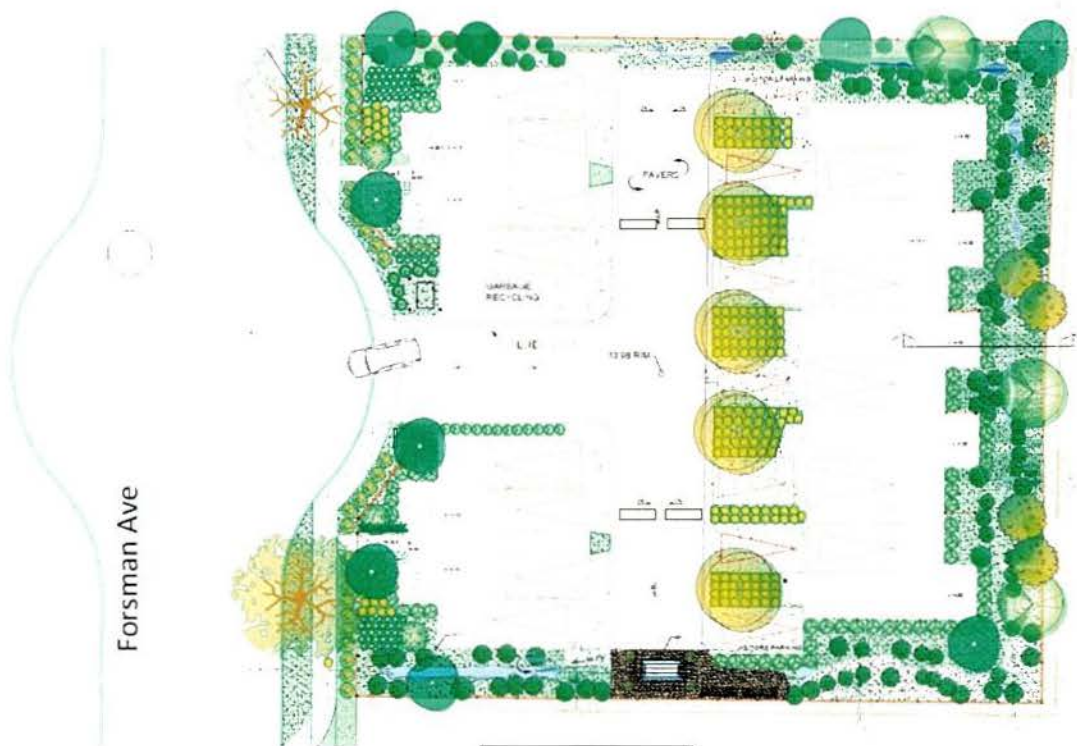
Corporate Policy 8-3300-2 "Strata Rental Protection Policy" applies to this project as the rezoning application would permit development of more than five units. The policy requires a Housing Agreement to ensure that future strata bylaws do not prevent owners from renting their units and Bylaw 8139 is provided to implement that Policy.



ANALYSIS

The Site and Surrounding Area:

The site consists of 2 single family lots on the east side of Forsman Avenue. Adjacent properties consist of single family lots (zoned RS3) to the west and south, Lynnmour Elementary School to the north, townhouses (under construction) to the east and the Trans-Canada Highway to the South. The OCP designates the surrounding single family properties as Residential Level 3: Attached Residential.



Site Plan

Project Description:

Site Plan/Building Description:

The project consists of nine townhouses in three buildings. Two duplexes are sited adjacent to the driveway entrance and a five unit building on the east side of the site as illustrated on the Site Plan.

The townhouses are three storeys each with their own at grade parking garage. The garages are accessed off one driveway from Forsman Avenue. All the units have 3 bedrooms on the upper level and range in size from 153m² (1,644 sq ft) to 169m² (1,816 sq ft), excluding the garages. The individual buildings are approximately 12.3m (40.5 ft) in height.



Parking

Vehicle access to the site is off Forsman Avenue between the two front buildings and the proposal includes 20 parking stalls. The duplex units have two spaces per unit in a side by side arrangement. The 5 unit building proposes a one car garage with a second car space in a tandem arrangement in front of the garage. Two additional visitor spaces are proposed on

either end of the 5 unit building.

The proposal includes 7 small car spaces (35%) and 13 standard car spaces (65%). The visitor spaces are both standard car spaces and each unit has one standard car space.

Landscaping

The landscaping is included at the perimeter of the site and along on the interior drive aisles. A swale is proposed around the exterior of the site to address storm water management on the site. Benches and an arbour are proposed on the south side of the project to create a space for the residents to sit.



BENCHES

The proposed landscaping will provide an improvement to Forsman Avenue and the entrance to the Lynnmour Elementary school. In addition, there may be opportunities to further improve the entrance to the school with the use of the Community Amenity Contribution for this project.

Engineering

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

The site is located within a Development Permit area for Creek Hazard and the applicant has submitted a report from Northwest Hydraulic Consultants that states that the proposal will allow for unimpeded flow of floodwaters and all habitable areas are set above the required flood construction level.

Acoustic Regulations

Bylaw 8138 includes the District's residential acoustic regulations for maximum noise levels in the bedrooms, living areas and other areas of the units. The applicant will be required to submit a report from a qualified noise consultant confirming the building design will enable these standards to be met.

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

IMPLEMENTATION:

Implementation of this project will require consideration of a rezoning bylaw, Bylaw 8138, and a Housing Agreement Bylaw, Bylaw 8139, as well as issuance of a development permit and registration of legal agreements.

Bylaw 8138 (Attachment B) rezones the subject properties from Single Family Residential 7200 Zone (RS3) to a new Comprehensive Development 91 Zone (CD91) which:

- establishes the multi-family residential use;
- allows home occupations as an accessory use;
- establishes a base density FSR (Floor Space Ratio) of 0.45;
- establishes a density bonus to an FSR of 0.7 subject to payment of a \$41,576.25 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 8139, (Attachment C) authorizes the District to enter into a Housing Agreement to ensure that the proposed units remain available as rental units.

A contribution of \$24,146.15 will be required to the dyke infrastructure fund for future maintenance of the flood works installed in the Inter-River area. This contribution will be collected prior to adoption of Bylaw 8139.

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

- a housing agreement to ensure that owners are not prevented from renting their units;
- a right of way to secure pedestrian access over the proposed sidewalk;
- a parking covenant to secure two parking spaces as visitor stalls;
- a green building covenant;
- a stormwater management covenant;
- a covenant to ensure that the project is built in accordance with the flood report;
- an engineering servicing agreement; and
- a consolidation plan with road dedication.

COMMUNITY AMENITY CONTRIBUTION:

The District's Community Amenity Contribution (CAC) Policy requires an amenity contribution for projects including an increase in residential density. In this case, a CAC of \$41,575 has been calculated and this amount is included in the proposed CD91 Zone. It is anticipated that the CACs from this development will include contributions toward public art; park, trail, environmental, pedestrian or other public realm, infrastructure improvements; municipal, recreation or social service facility or service / facility improvements; and/or the affordable housing fund.

GREEN BUILDING MEASURES:

Compliance with the Green Building Strategy is mandatory given the need for rezoning and the project is targeting an energy performance rating of Energuide 80 and will achieve a building performance equivalent to Built Green "Gold" 2011.

CONCURRENCE:

Staff

The project has been reviewed by staff from Environment, 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 January 17, 2013 and the panel recommended approval of the project subject to a review of enhanced weather protection; of the drive court for use of vehicles and children's play; the selected material palette; and the opportunity for additional glazing on the north and south elevations.

The applicant has noted that additional weather protection measures have been added over the entrances to the units. Speed bumps are being added within the driveways on site to slow cars and provide a visual cue for drivers that children may be at play. The applicant has provided clarification of the brick selection to improve harmony of the selected material palette. Windows have been added to the building elevations that face the school and that the north end of the buildings also have balconies.

PUBLIC INPUT:

Public Information Meeting

The applicant held a facilitated Public Information Meeting on April 30, 2013. The meeting was attended by 12 residents.

There was a concern expressed at the meeting regarding the challenges of street parking in the area. At the time of the meeting no visitor stalls were proposed on site which was consistent with the Lynnmour Design Guidelines. The proposal includes two spaces per unit and the applicant has added two visitor spaces to the project. The spaces will be marked as visitor spaces and a covenant is required to secure these two spaces as visitor stalls.

The neighbours also noted that indoor parking can be used for storage resulting in use of street spaces by residents. The five unit building proposes a one car garage with a second car space in a tandem arrangement in front of the garage. This design results in several outdoor spaces which will be used for parking rather than storage.

Additional questions were asked regarding the future of the lots adjacent to the subject property, the size of the proposed units, the anticipated sales prices for the units, and the District's approval process.

CONSTRUCTION MANAGEMENT PLAN:

In order to address the goal 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 Management plan must minimize construction impacts on pedestrian and vehicle movement. The plan is required to be approved by the District prior to issuance of a building permit.

In particular, the 'construction traffic management' must:

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

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

CONCLUSION:

This project is consistent with the directions established in the OCP and the Lynnmour Inter-River Local Plan. It addresses OCP housing policies related to the provision of a range of housing options, in this case, family housing in a townhouse format.

The project is now ready for Council's consideration.

Options:

The following options are available Council's consideration:

- 1) Introduce Bylaws 8138 and 8139 and refer Bylaw 8138 to a Public Hearing (staff recommendation); or
- 2) Defeat Bylaw 8138 and 8139 at First Reading.



Casey Peters
Community Planner

- A – Reduced project plans
- B – Bylaw 8138
- C – Bylaw 8139

**SUBJECT: BYLAWS 8138 AND 8139: REZONING AND HOUSING AGREEMENT FOR
A 9 UNIT TOWNHOUSE PROJECT: 756-778 FORSMAN AVENUE**

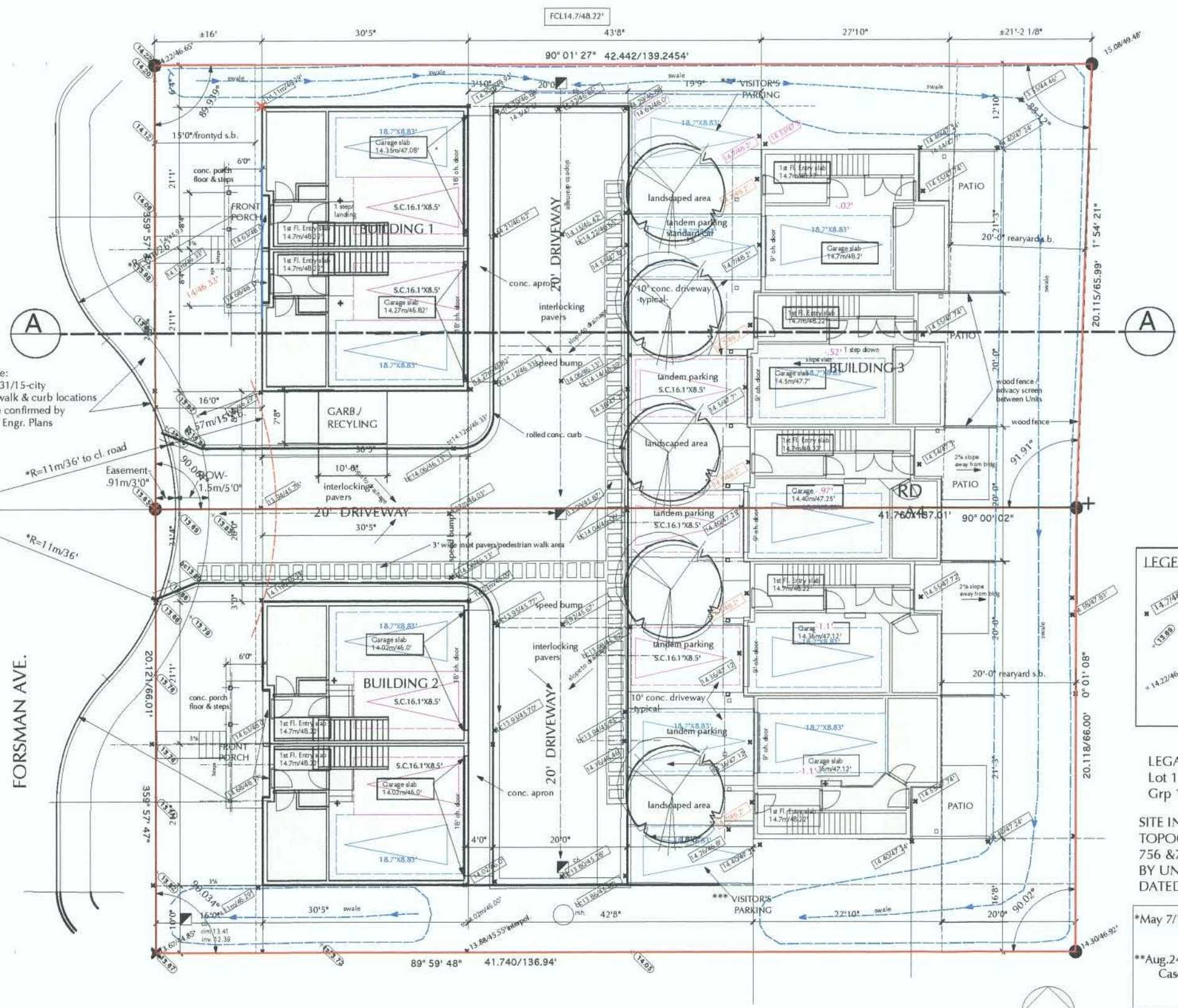
October 16, 2015

Page 9

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: _____



<p>REDRAW DP-</p> <p>ARCHITECT: GEN YADA ARCHITECT 7707 ONTARIO ST., VANCOUVER, B.C. V5X 3C6 tel: 604 321-8997 email: gyada@shaw.ca</p> <p>LANDSCAPE ARCHITECT: SW LANDSCAPE ARCHITECT 919 MELBOURNE AVE, NORTH VANCOUVER, B.C. V7R 1N8 tel: 778 834-8959 email: steve.wong@gmail.com</p> <p>CIVIL ENGINEER: WEBSTER ENGINEERING LTD 3745 DELBROOK AVENUE, NORTH VANCOUVER, B.C. V7N 3Z4 tel: 604 983-0458</p>	<p>*REDRAW /DP DRAWINGS LIST * these Redraw Plans are based on original DP applications Plans prepared by Robert Kleyn Architect Plans(Nov./12) & as Approved ADP</p> <p>RD/A0 COVER PAGE/DRAWING LIST RD/L1 LANDSCAPE PLAN RD/L2 LANDSCAPE SECTION & DETAILS</p> <p>RD/A1 SITE PLAN</p> <p>RD/A3 ARCHITECTURAL PLANS RD/A4 ELEVATIONS- FORSMAN AVE. RD/A5 ELEVATIONS- INTERIOR COURTYARD/DRIVEWAY- EAST RD/A6 ELEVATIONS- INTERIOR COURTYARD/DRIVEWAY- WEST RD/A7 ELEVATIONS- REARYARD (@ EAST) RD/A8 ELEVATIONS-END RD/A9 SITE SECTION</p> <p>Civil Drawings- Redone/Webster Engineering Ltd LG-1 LOT GRADING & ON-LOT ROADWORKS -refer to Webster Plans for Civil Drawing list -Appendix -Cover page with *RK Architect Drawing List *original DP application Plans by Robert Kleyn Architect, June/10</p>
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*Note:
Aug.31/15-city
sidewalk & curb locations
to be confirmed by
Civil Engr. Plans

PROJECT DATA*
*-as noted on original RK Dev. Permit Application -
Plan -Drawing A0, dated Nov. 2012

Legal Address- Lot 10, Blk 810, DL562,
Grp 1, NWD Plan 6011
Civic Address 756 & 778 Forsman Avenue

Zoning -Existing-RS3/Single family residential
-Proposed- Multi-family, ground oriented (0.7 FAR max.)

Statistics
-Lot area (Gross) 18155ft²
Easement- 568ft²
Lot Area(Net) 17587ft²(0.404 A)
Coverage 5394ft²/18084= .30

Residential Units
-Proposed 9units=22.5upA(22.37) (< 24upA max.)
FAR
-Proposed 12085ft²(parking & storage excluded)
-FAR gross 12085/18084= 0.67(<0.7max)
-FAR net 12085/17587= 0.69(<0.7max)

-storage exemption 9units@100ft²
-parking exemption 9units@500ft²
Parking
-Required 2 * 9= 18
-Provided 18 covered & surface
-standard spaces 11> (11/18= 0.61< 0.65)
-small spaces 7> (7/18= 0.39> 0.35)

Setbacks reqd/prop.
-Front(Forsman Ave.) 15'/ 15'
-Rear 20'/ 20'
-Side-North(school) 10'/ 10'
-South 10'/ 10'

Height-Front(Forsman Ave.) ?
Flood Control Level
-48.22'= 14.7m
-see KWL Report for recommendations

LEGEND

- *proposed finished spot grade(mft)
- civil finished grade (mft)
-refer to Civil Engr. Drawings
- existing spot grade (mft)
-as per Survey by Underhill Geomatics Ltd.

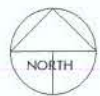
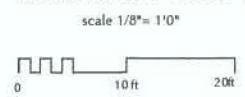
LEGAL DESCRIPTION:
Lot 10, Blk 810, DL562,
Grp 1, NWD Plan 6011

SITE INFORMATION FROM TOPOGRAPHIC SURVEY OF 756 & 778 FORSMAN AVE. BY UNDERHILL GEOMATICS LTD. DATED NOV. 12, 2012

*May 7/14 -revised redraw RK Plans prop. lines as per Cad./dvg Underhill survey

**Aug.24/15 -add 2 Visitor Parking as per Casey/DNV Aug. 24 meeting

- REDRAW KEY SITE PLAN -



Gen Yada Architect
7707 Ontario Street
Vancouver, B.C. V5X 3C6
Tel. or Fax.(604) 321-8997
Email: gyada@shaw.ca

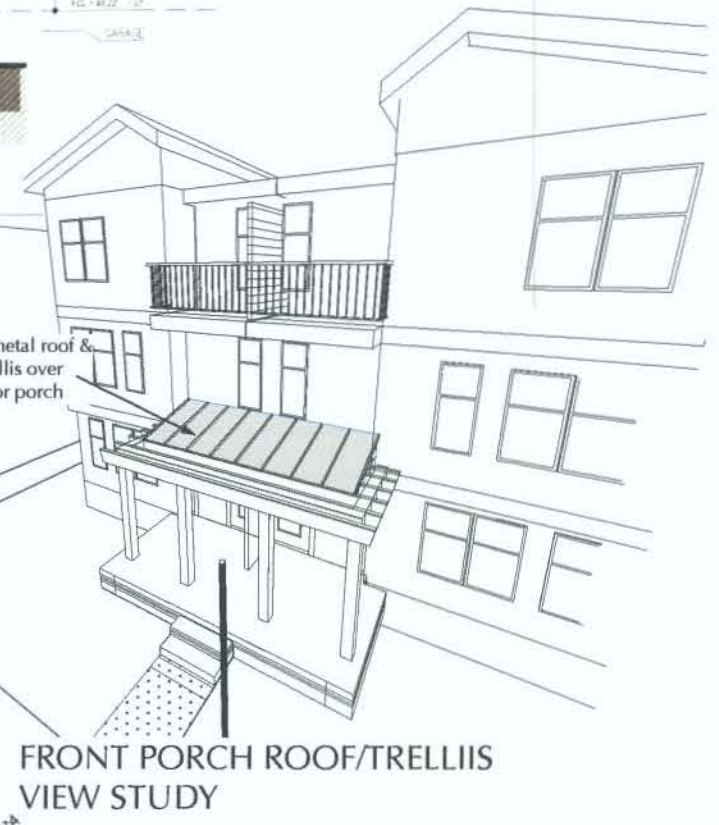
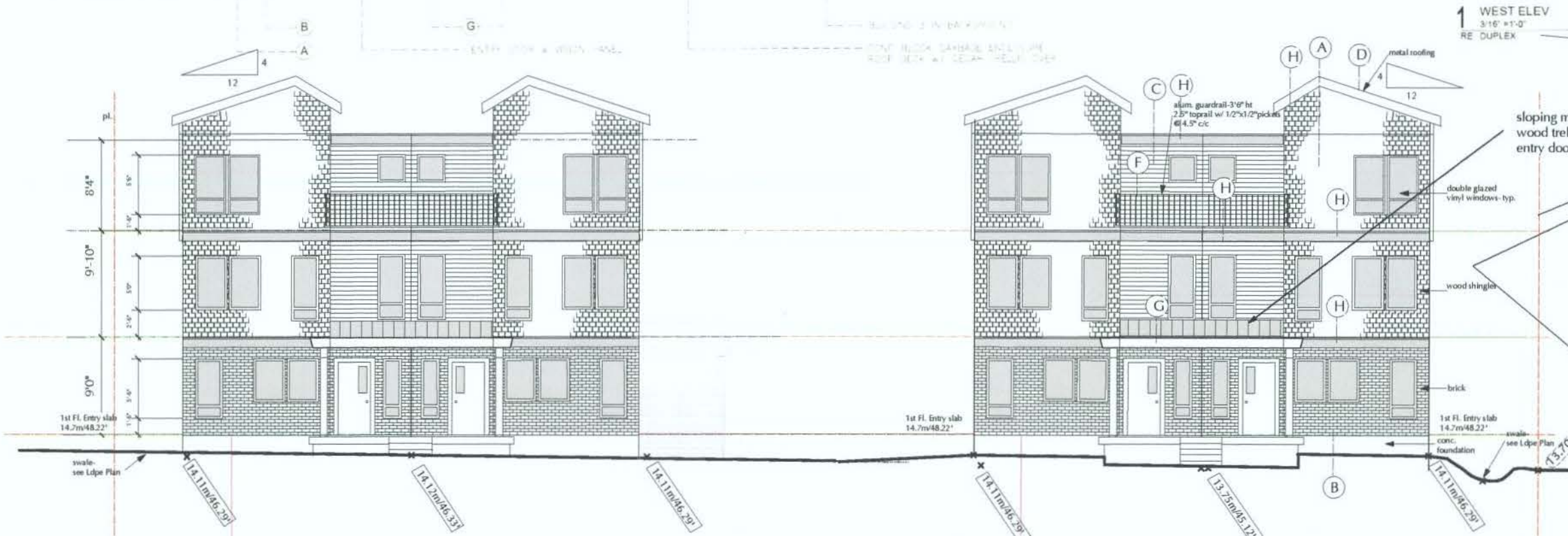
**REDRAW /DP SITE PLAN -
756 & 778 FORSMAN AVE.**

**RD
-A1**



MATERIALS + COLOURS

Code	Material	Colour	Notes
A	CLAY BRICK	RED	1st FL. ENTRY
B	WOOD SHINGLES	BROWN	ROOFING
C	ALUM. GUARDRAIL	SILVER	3RD FL. BALCONY
D	WOOD TRELLIS	BRN	1ST FL. PORCH
E	WOOD SHINGLES	BROWN	ROOFING
F	WOOD SHINGLES	BROWN	ROOFING
G	WOOD SHINGLES	BROWN	ROOFING
H	WOOD SHINGLES	BROWN	ROOFING



REDRAW BUILDING 1/ WEST/STREET ELEVATION

REDRAW BUILDING 2/ WEST/STREET ELEVATION

-REDRAW DP-
Scale 3/16"=1'-0"

Gen Yada Architect
7707 Ontario Street
Vancouver, B.C. V5X 3C6
Tel. or Fax. (604) 321-8997
Email: gyada@shaw.ca

BUILDING 1&2(DUPLEX) ELEVATION- STREET/WEST-

REDRAW DP-FORSMAN GARDENS
756 & 778 FORSMAN AVE.

RD
-A4

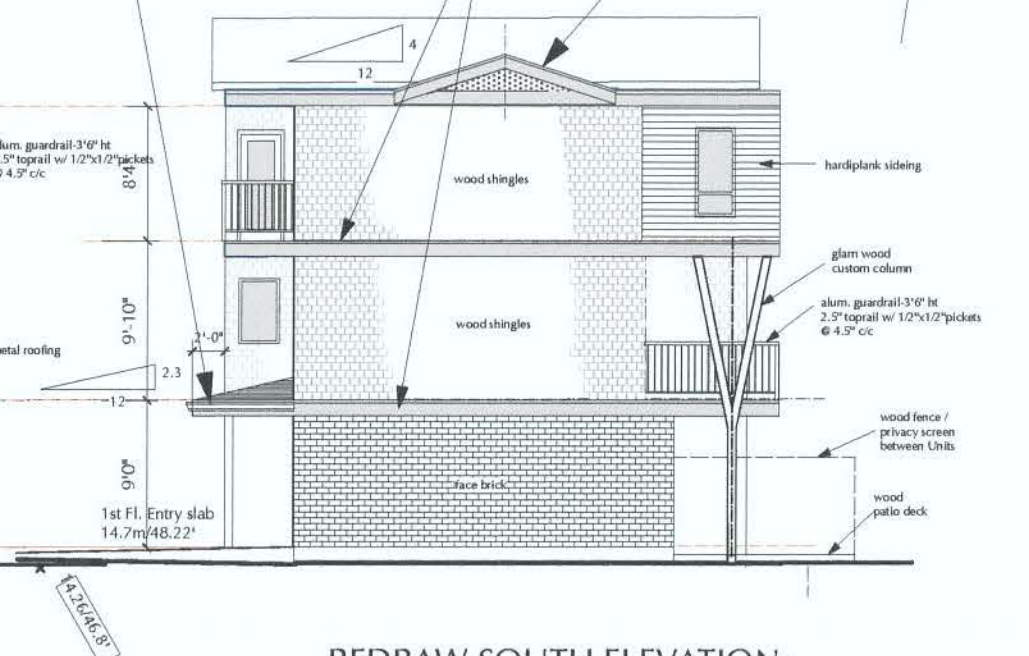
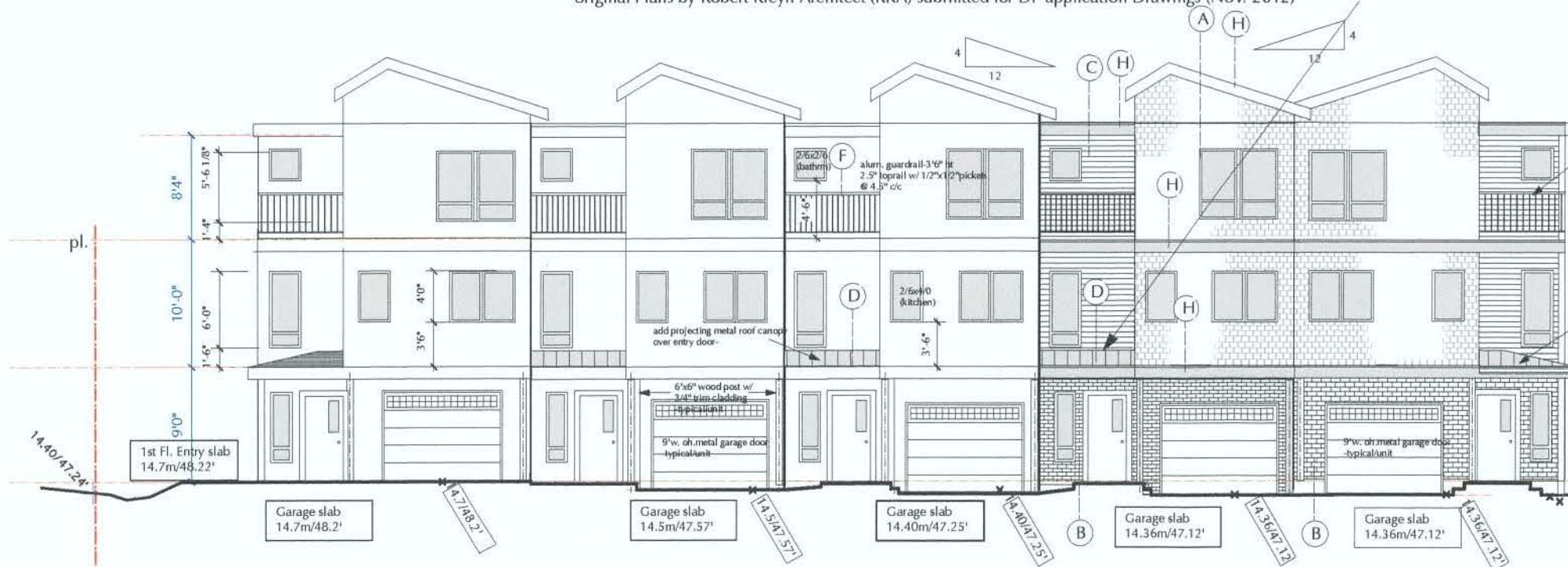
Sept. 6/15- Updated to Casey/DNY
Aug. 24/15 meeting item
June 12/14



MATERIALS + COLOURS			
LINE	SYMBOL	DESCRIPTION	REMARKS
A	[Orange Box]	CLAY BRICK	2ND FL. WALL
B	[Red Box]	SPARK PAINT CONCRETE FOUNDATION	1ST FL. WALL
C	[Yellow Box]	HARD PLANK SIDING	2ND FL. WALL
D	[Grey Box]	METAL SIDING	1ST FL. WALL
F	[Light Green Box]	METAL PAINT & TRUSS	TRUSS
G	[Light Green Box]	CEILING ROOF & TRUSS	TRUSS
H	[Light Green Box]	WOOD TRUSS	TRUSS

WEST EAST ELEVATION

ORIGINAL *RKA DRAWING-EXCERPT
 *-for Reference- Approved Design Panel
 -original Plans by Robert Kleyn Architect (RKA) submitted for DP application Drawings (Nov. 2012)



REDRAW EAST/REARYARD ELEVATION--BUILDING 3-

REDRAW SOUTH ELEVATION--BUILDING 3-

-REDRAW DP -
 Scale 3/16"=1'0"

BUILDING 3/ELEVATION- DRIVEWAYSIDE/WEST

Gen Yada Architect
 7707 Ontario Street
 Vancouver, B.C. V5X 3C6
 Tel. or Fax. (604) 321-8997
 Email: gyada@shaw.ca

REDRAW DP-FORSMAN GARDENS
 756 & 778 FORSMAN AVE.

RD
 -A5

Sept. 8/15- Updated to Casey/DNV
 Aug. 24/15 meeting item
 Apr. 30/14



MATERIALS + COLOURS		
Symbol	Material	Colour
A	CLAY BRICK	CREAM
B	CONCRETE FOUNDATION	RED
C	HARD-PLANK DECK	WARM GREY
D	METAL SIDING	GREY GREEN
F	METAL PAIL & ROSETTE	GREY GREEN
G	WOOD PLANT SCREEN	RED BRICK
H	WOOD TRIM	WARM GREY

BUILDING 2

BUILDING 1

EAST/INTERIOR DRIVEWAYSIDE ELEVATION

ORIGINAL *RKA DRAWING-EXCERPT

*-for Reference- Approved Design Panel
 -original Plans by Robert Kleyn Architect (RKA) submitted for DP application Drawings (Nov. 2012)



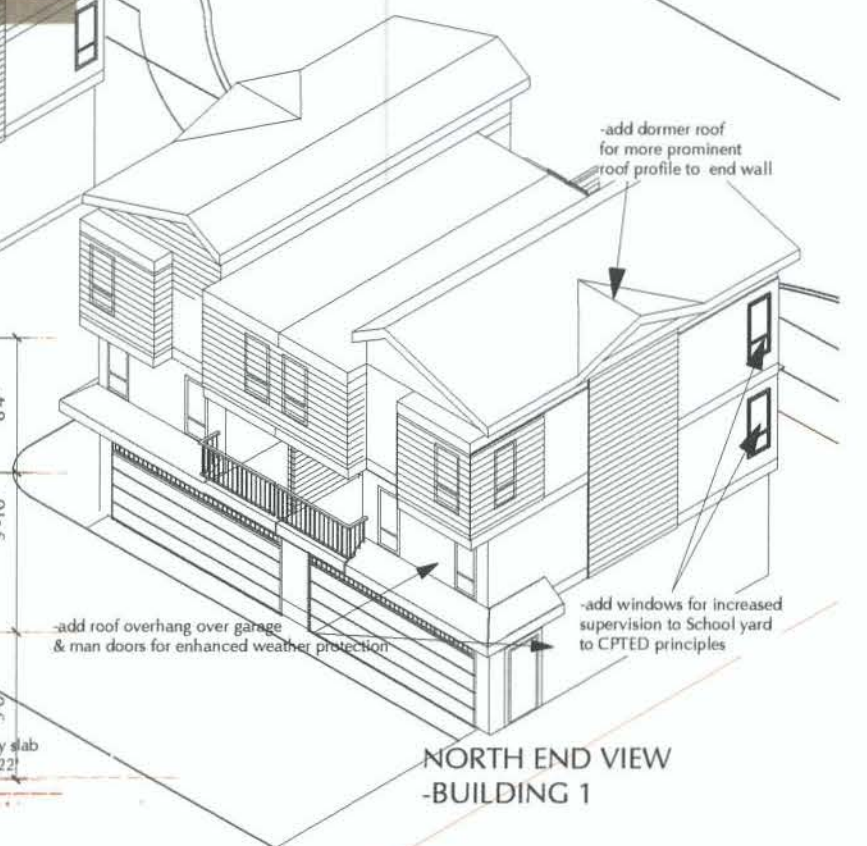
REDRAW BUILDING 2



REDRAW BUILDING 1

EAST/INTERIOR DRIVEWAYSIDE ELEVATION

-REDRAW DP -



NORTH END VIEW -BUILDING 1

BUILDING 1&2(DUPLEX) ELEVATION- STREET/WEST-

REDRAW DP -FORSMAN GARDENS
 756 & 778 FORSMAN AVE.

Gen Yada Architect
 7707 Ontario Street
 Vancouver, B.C. V5X 3C6
 Tel. or Fax. (604) 321-8997
 Email: gyada@shaw.ca

RD
 -A6

Sept.8/15- Updated to Casey/DNV
 Aug.24/15 meeting items
 June 12/14



MATERIALS + COLOURS			
GRID	MATERIAL	COLOUR	FINISH
A	CEILING PANELS	GREY-TRUSS	STAIN
B	BRICK ON CONCRETE FOUNDATION	RED	TRADITIONAL
C	HARD-PLANK SIDING	WARM OAK	REF. FINISHED
D	METAL PANELS	GREY PANELS	PAINTED
F	METAL PANELS	GREY PANELS	MATCH GRID 'F'
G	CEILING PANELS	GREY-TRUSS	STAIN
H	WOOD TRIM	WARM OAK	REF. FINISHED

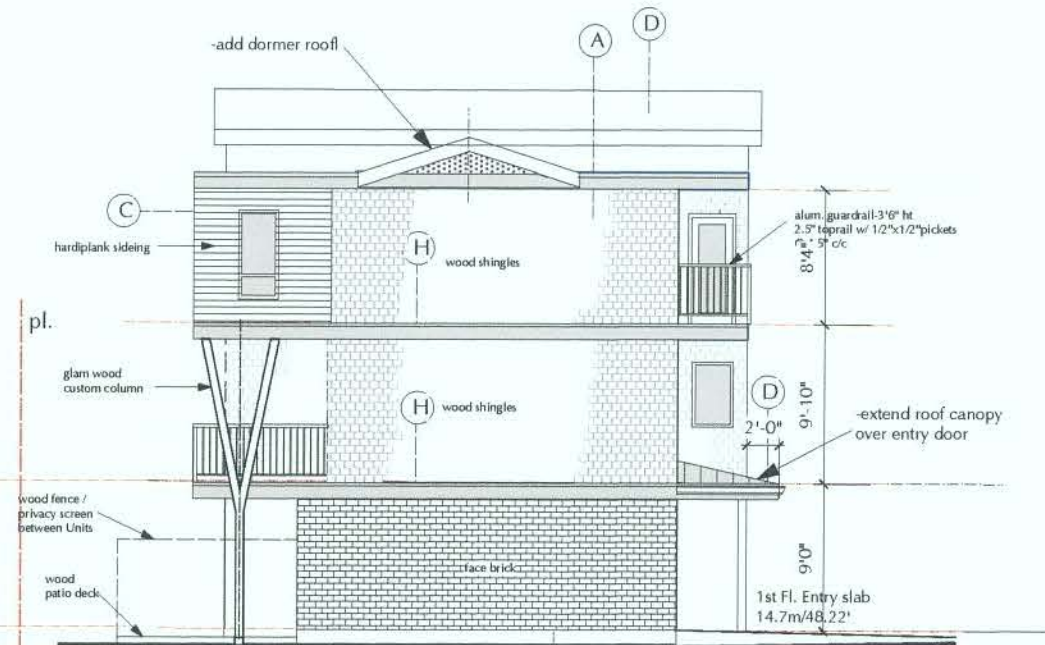
**EAST
WEST ELEVATION**
ORIGINAL *RKA DRAWING-EXCERPT
 *-for Reference- Approved Design Panel
 -original Plans by Robert Kleyn Architect (RKA) submitted for DP application Drawings (Nov. 2012)

revise/increase window size to suit view & daylight for Living rm



REDRAW EAST/REARYARD ELEVATION-BUILDING 3-

-REDRAW DP -
 Scale 3/16"=1'-0"



REDRAW NORTH ELEVATION- BUILDING 3

BUILDING 3/ELEVATION- REARYARD SIDE/EAST

REDRAW DP -FORSMAN GARDENS
 756 & 778 FORSMAN AVE.

RD
 -A7

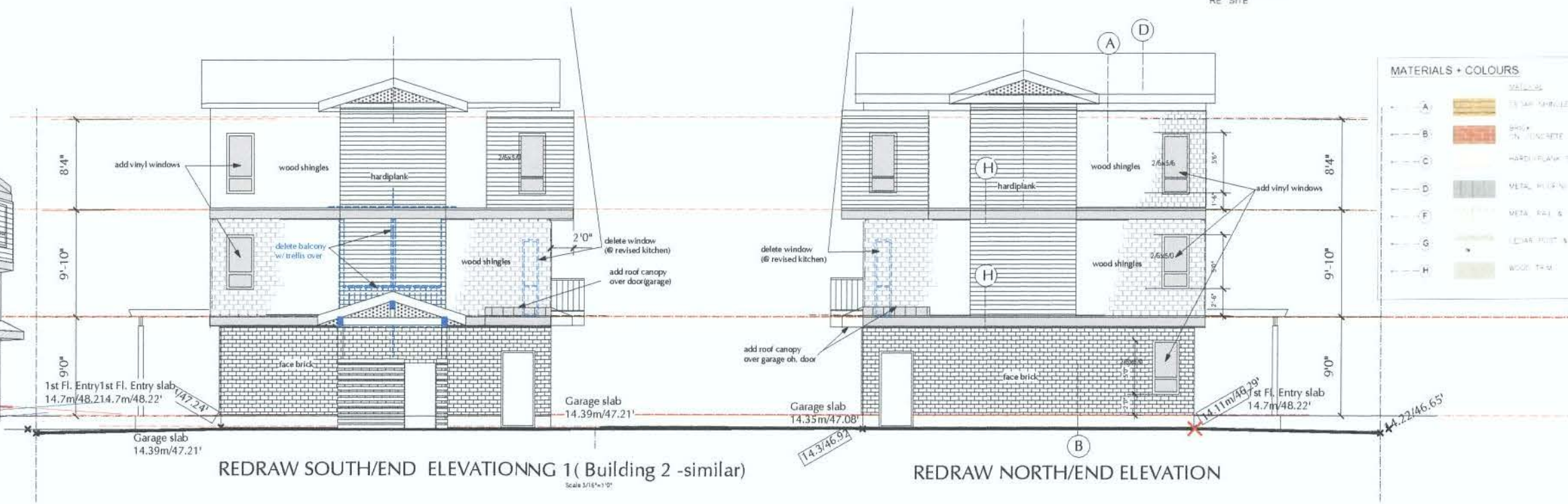
Sept. 8/15- Updated to Casey/DNV
 Aug. 24/15 meeting items
 Apr. 30/14

Gen Yada Architect
 7707 Ontario Street
 Vancouver, B.C. V5X 3C6
 Tel. or Fax. (604) 321-8997
 Email: gyada@shaw.ca



2 WE ORIGINAL *RKA DRAWING-EXCERPT
 3/16" = 1'-0" -for Reference- Approved Design Panel
 RE DUPI -original Plans by Robert Kleyn Architect (RKA) submitted for DP application Drawings (Nov. 2012)

1 WEST ELEV
 3/16" = 1'-0"
 RE SITE



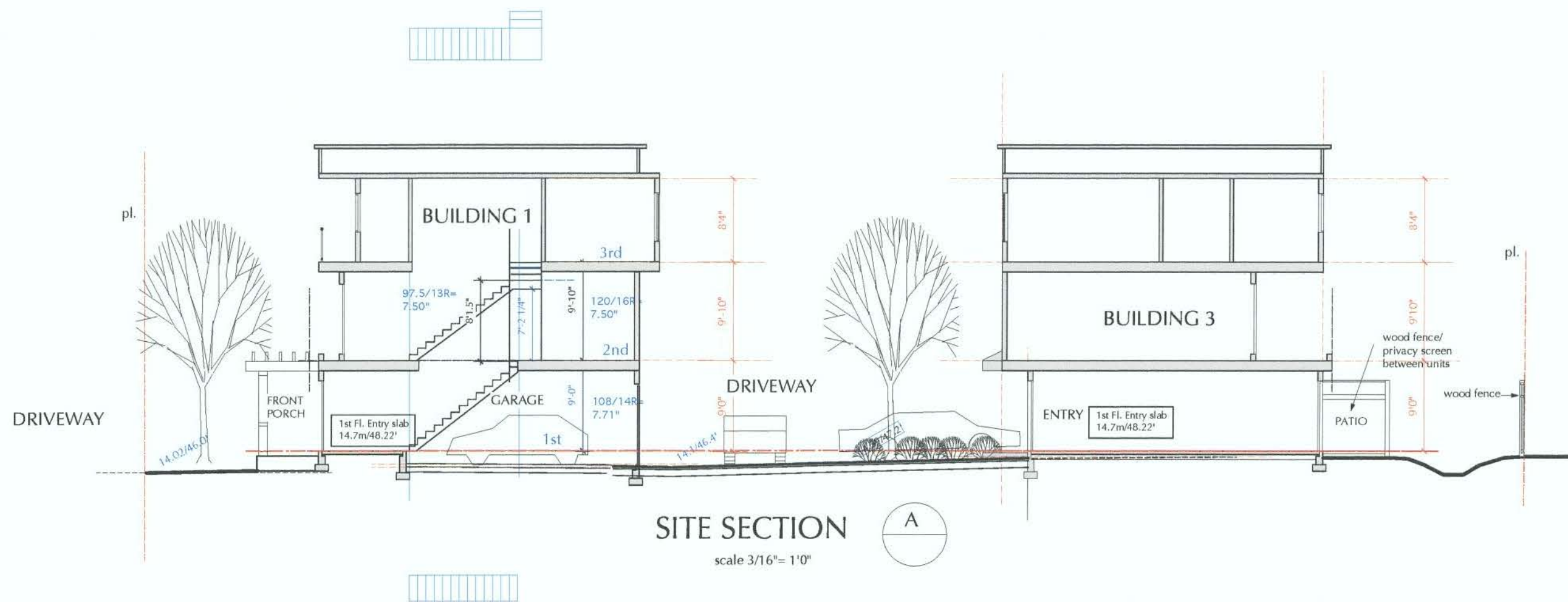
-REDRAW DP-

Gen Yada Architect
 7707 Ontario Street
 Vancouver, B.C. V5X 3C6
 Tel. or Fax.(604) 321-8997
 Email: gyada@shaw.ca

END ELEVATIONS-BUILDING 1(BUILDING 3-similar)

REDRAW DP - FORSMAN GARDENS
 756 & 778 FORSMAN AVE.

RD
 -A8



Gen Yada Architect
 7707 Ontario Street
 Vancouver, B.C. V5X 3C6
 Tel. or Fax. (604) 321-8997
 Email: gyada@shaw.ca

SITE/BUILDING SECTION
 REDRAW DP
 756 & 778 FORSMAN AVE.

RD-A9



PROPOSED ELEVATION FROM FORSMAN AVE

PROJECT DATA

LEGAL SUBJECT - V7710 1409 PENDRELL STREET VANCOUVER BC
 PROJECT ADDRESS - 756 + 778 FORSMAN AVE

ZONING

GENERAL ZONING - RES1 (RESIDENTIAL SINGLE-FAMILY)
 REZONING CODES - RES1 (RESIDENTIAL SINGLE-FAMILY) - RES1 (RES)

STATISTICS

LOT AREA - 1,100.00 SQ. METERS
 EXISTING FLOOR AREA - 1,100.00 SQ. METERS
 LOT AREA PER UNIT - 1,100.00 SQ. METERS
 COVERAGE - 0.104 (10.4%) (2,080.00 SQ. METERS)

RESIDENTIAL UNITS PROPOSED - 10 UNITS - 200.00 SQ. METERS PER UNIT
 TOTAL LOT COVERAGE - 10.4% (2,080.00 SQ. METERS)
 MAX. HEIGHT - 12.00 METERS (39.37 FEET)
 STORAGE EXEMPTION - 100.00 SQ. METERS
 LANDSCAPE EXEMPTION - 100.00 SQ. METERS

LANDSCAPE REQ. REL. TO THE PROPOSED
 LANDSCAPE EXEMPTION - 100.00 SQ. METERS
 STANDARD TREES - 10.00 METERS (32.81 FEET)
 SMALL TREES - 10.00 METERS (32.81 FEET)

SETBACKS

	REQUIREMENT	PROPOSED
FRONT - FORSMAN AVE	0	0
REAR	0	0
SIDE - NORTH SIDE	0	0
SIDE - SOUTH	0	0

HEIGHT

FRONT - FORSMAN AVE

FLOOD CONTROL LEVEL

SEA - 4.00 METERS
 LOT ELEVATION - 1.00 METERS

Note: Redraw Plans are prepared based on the original R.Kleyn Architect DP application Drawings-ADP approved		original Robert Kleyn Architect DP application Drawings (Nov. 2012)	
REDRAW/FINALIZE DP-		CONSULTANTS	DRAWING INDEX:
<p>ARCHITECT:</p> <p>GEN YADA ARCHITECT 7707 ONTARIO ST., VANCOUVER, B.C. V5X 3C6 tel: 604 321-8997 email: gyada@shaw.ca</p> <p>CIVIL ENGINEER:</p> <p>WEBSTER ENGINEERING LTD 3745 DELBROOK AVENUE, NORTH VANCOUVER, B.C. V7N 3Z4 tel: 604 983-0458</p> <p>LANDSCAPE ARCHITECT:</p> <p>SW LANDSCAPE ARCHITECT 919 MELBOURNE AVE, NORTH VANCOUVER, B.C. V7R 1N8 tel: 778 834-8959 email: steve.wong@gmail.com</p>	<p>ARCHITECT:</p> <p>ROBERT KLEYN ARCHITECT CONTACT: ROBERT KLEYN ARCHITECT 1409 PENDRELL STREET, VANCOUVER, B.C. V6G 1S3 (TEL) 604 278-1111 (FAX) 604 278-1111</p> <p>CIVIL ENGINEER:</p> <p>WILLIAM C. NEWKIRK INC 1410 BURNHAMTHORPE ST. N. VANCOUVER, B.C. V6L 2M4 1410 BURNHAMTHORPE ST. N. VANCOUVER, B.C. V6L 2M4 (TEL) 604 278-1111 (FAX) 604 278-1111</p> <p>LANDSCAPE ARCHITECT:</p> <p>SW LANDSCAPE ARCHITECT CONTACT: STEVE WONG, LANDSCAPE ARCHITECT 919 MELBOURNE AVE, NORTH VANCOUVER, B.C. V7R 1N8 (TEL) 778 834-8959 (FAX) 778 834-8959</p>	<p>A0 PROJECT DATA L1 LANDSCAPE PLAN L2 LANDSCAPE SECTION & DETAILS C1 TOPOGRAPHIC SURVEY C2 GRADING & DRAINAGE A1 SITE PLAN A2 NEIGHBOURHOOD CHARACTER A3 ARCHITECTURAL PLANS A4 ELEVATIONS - FORSMAN AVE A5 ELEVATIONS - INNER COURTYARD EAST A6 ELEVATIONS - INNER COURTYARD WEST A7 ELEVATIONS - REAR YARD A8 END ELEVATIONS A9 TYPICAL SITE SECTION</p>	<p>APPENDIX- Redraw & RK Plans Drawing Index</p>



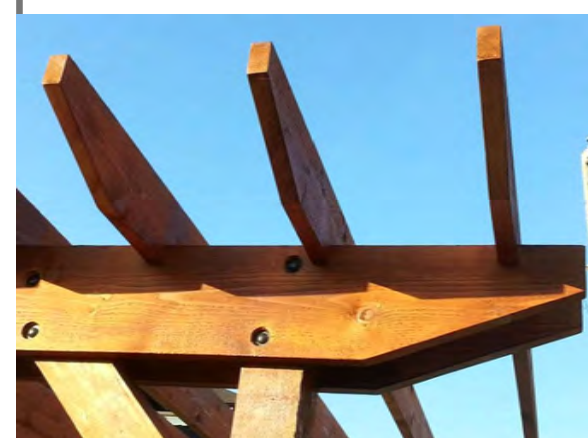
VINE MAPLE



PICNIC TABLE



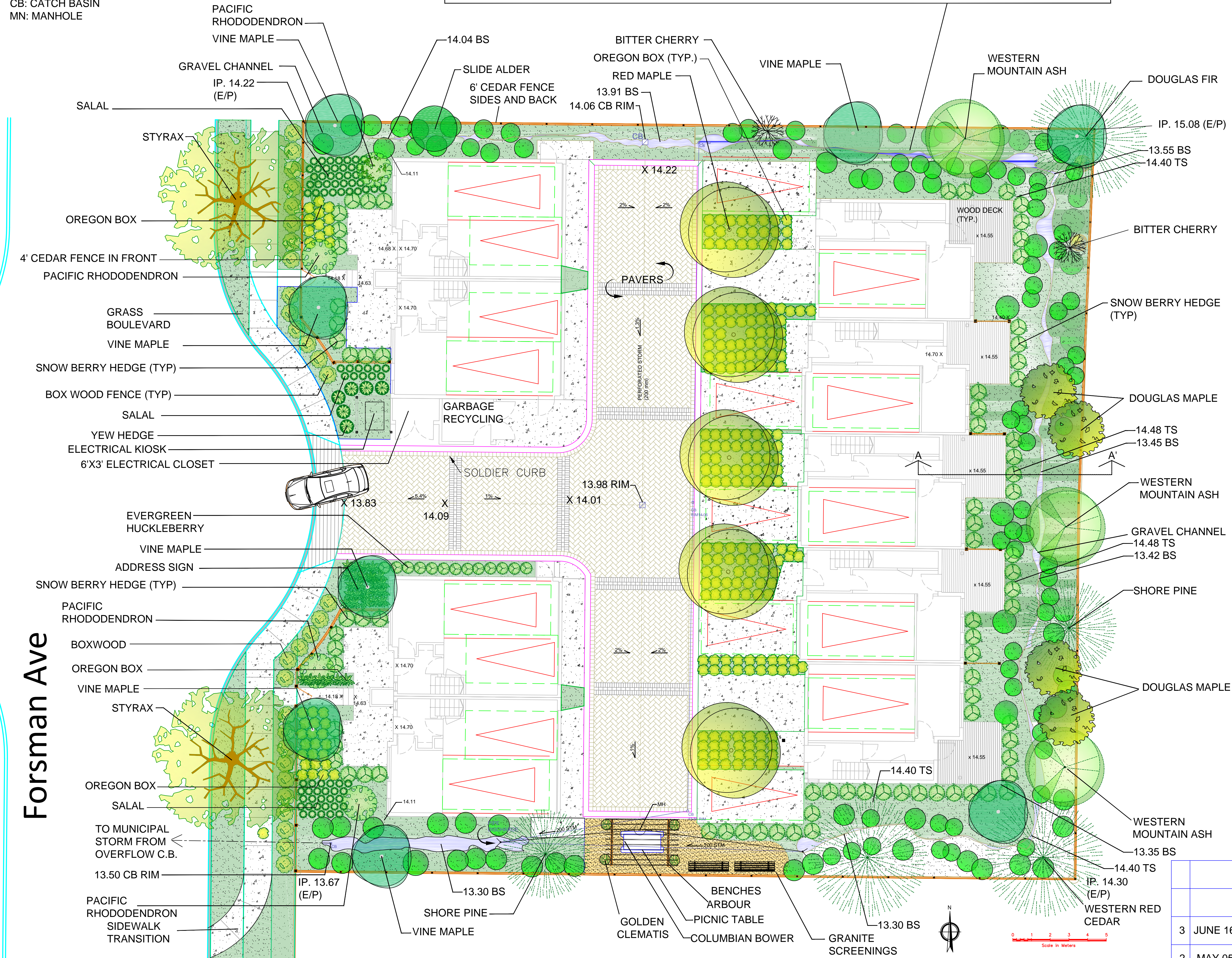
BENCHES



ARBUR DETAIL

NOTES:
 BS: BOTTOM OF SWALE
 TS: TOP OF SWALE
 E/P: EXISTING/PROPOSED GRADE
 CB: CATCH BASIN
 MN: MANHOLE

REMAINDER PLANTS
 • BOTTOM OF SWALE - RUSH, SEGOE, NATIVE GRASS (TYP)
 • SIDE OF SWALE - FERN, IRIS, SALAL, DOGWOOD, HARDJACK (TYP)
 • TOP OF SWALE - OCEANSPRAY, OREGON GRAPE, PACIFIC NINEBARK, ROSE, SALMON BERRY, HUCKLEBERRY (TYP)



COMMON RUSH



SLOUGH SEDGE



SWORD FERN



RED COLUMBINE



RED HUCKLEBERRY



SALMONBERRY

Forsman Ave

Forsman Ave Townhouses

756 + 778 Forsman Ave

L1: LANDSCAPE PLAN

Royal Columbia Development Corporation
 1108, W. 8TH AVE.,
 VANCOUVER, BC, Canada, V6H 3Z5

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

3	JUNE 16 2014	SUBMIT TO DNV
2	MAY 05 2014	REVIEW
1	NOV 14 2013	SUBMISSION
ISSUED / REVISIONS		

LANDSCAPE STATEMENT OF INTENT

The intent of the landscape design is to have a landscape treatment that is sustainable and reflects the natural heritage of the Lynnmour area in North Vancouver. Once through the front gate the majority of plants are native species. In the front yard, one is greeted by the arching, dappled shade of the vine maple, and the lush evergreen groundcover of native Oregon box and salal. Along the perimeter is a delectable rain garden that catches water from the site, with biofiltration by sedges, rushes, ferns and other moist loving species. Under the shade of firs, cedars and vine maples is the natural understory of native rhododendron, huckleberry, oceanspray and roses. This unique landscape treatment is environmentally sensitive and will also be a delight to the senses.

MATERIALS LIST

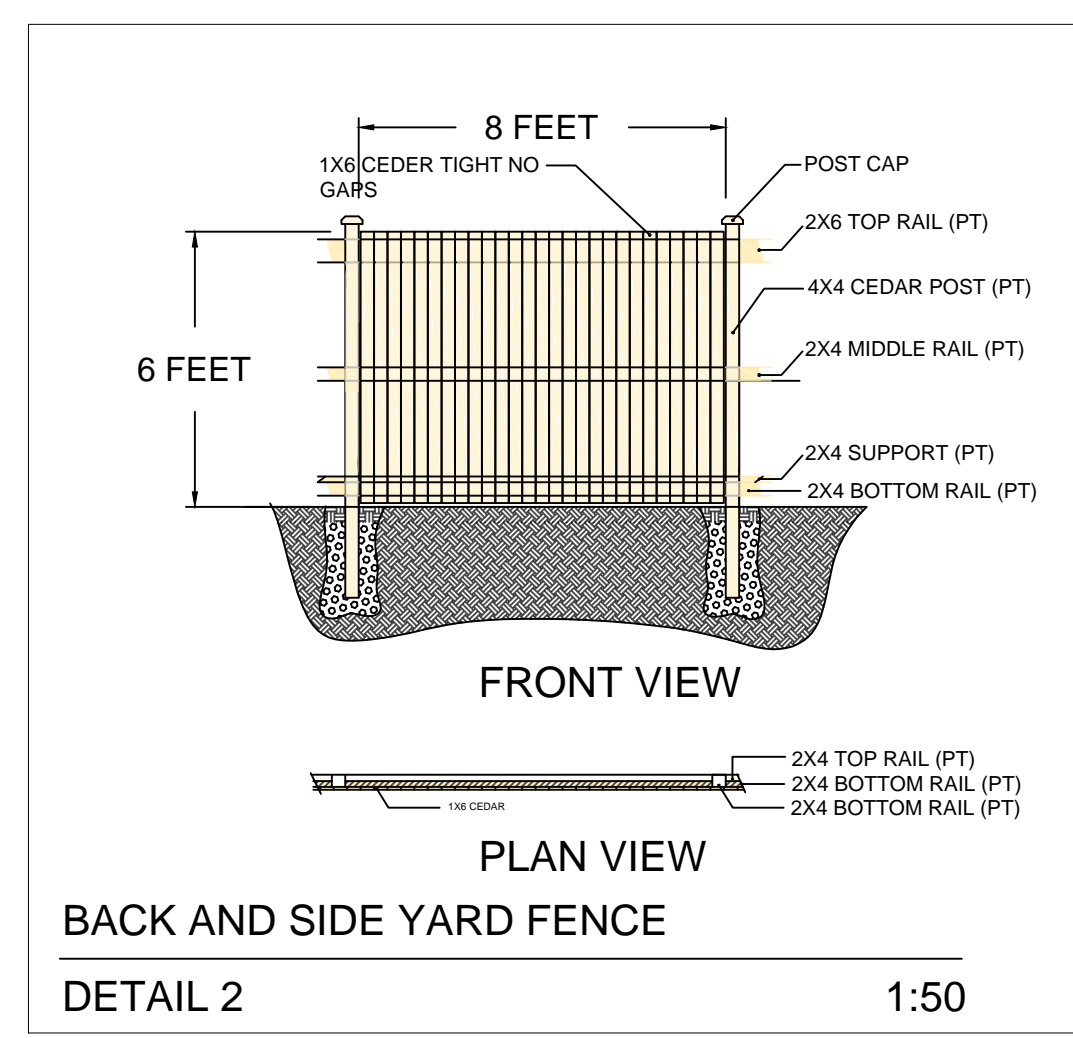
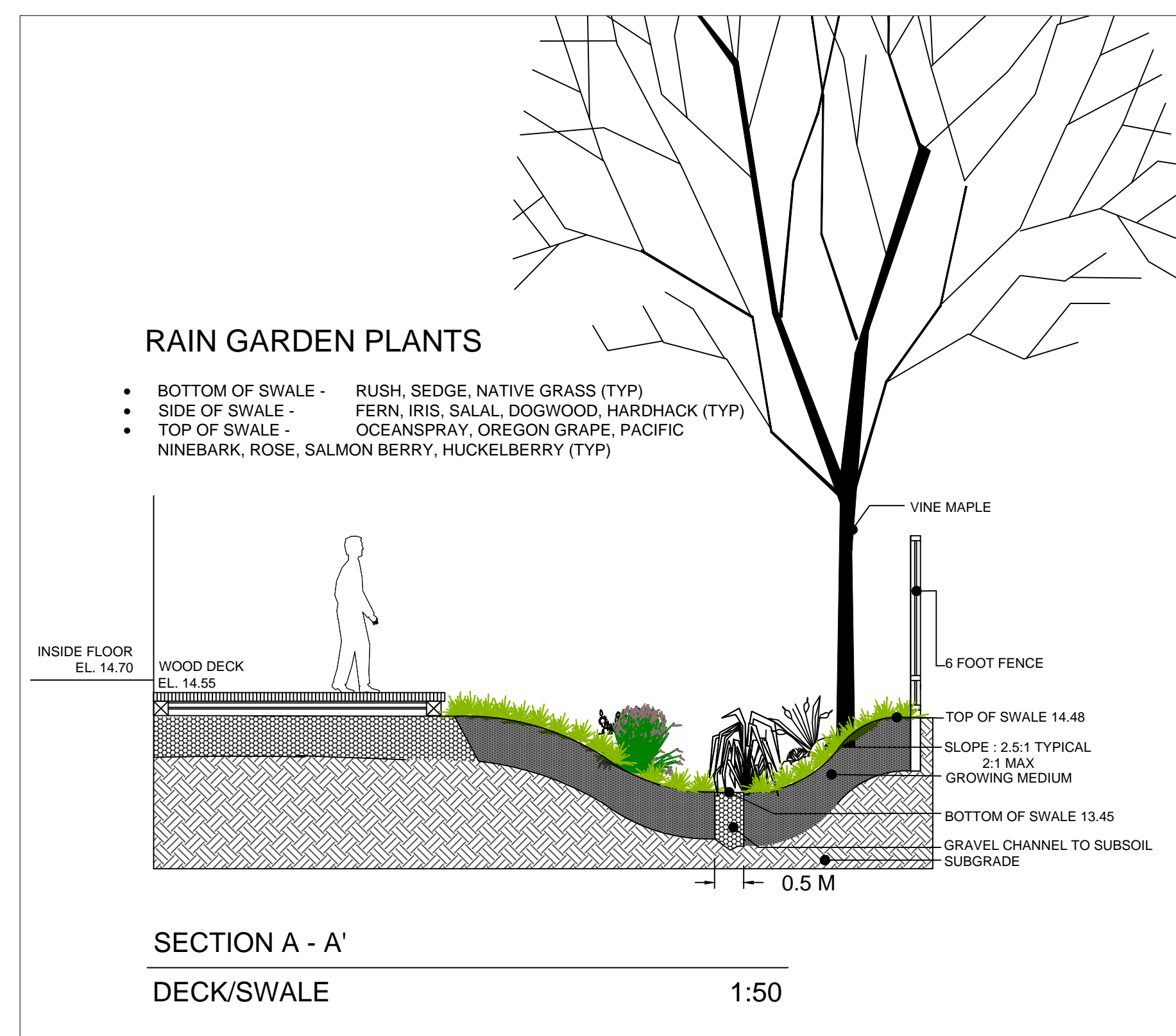
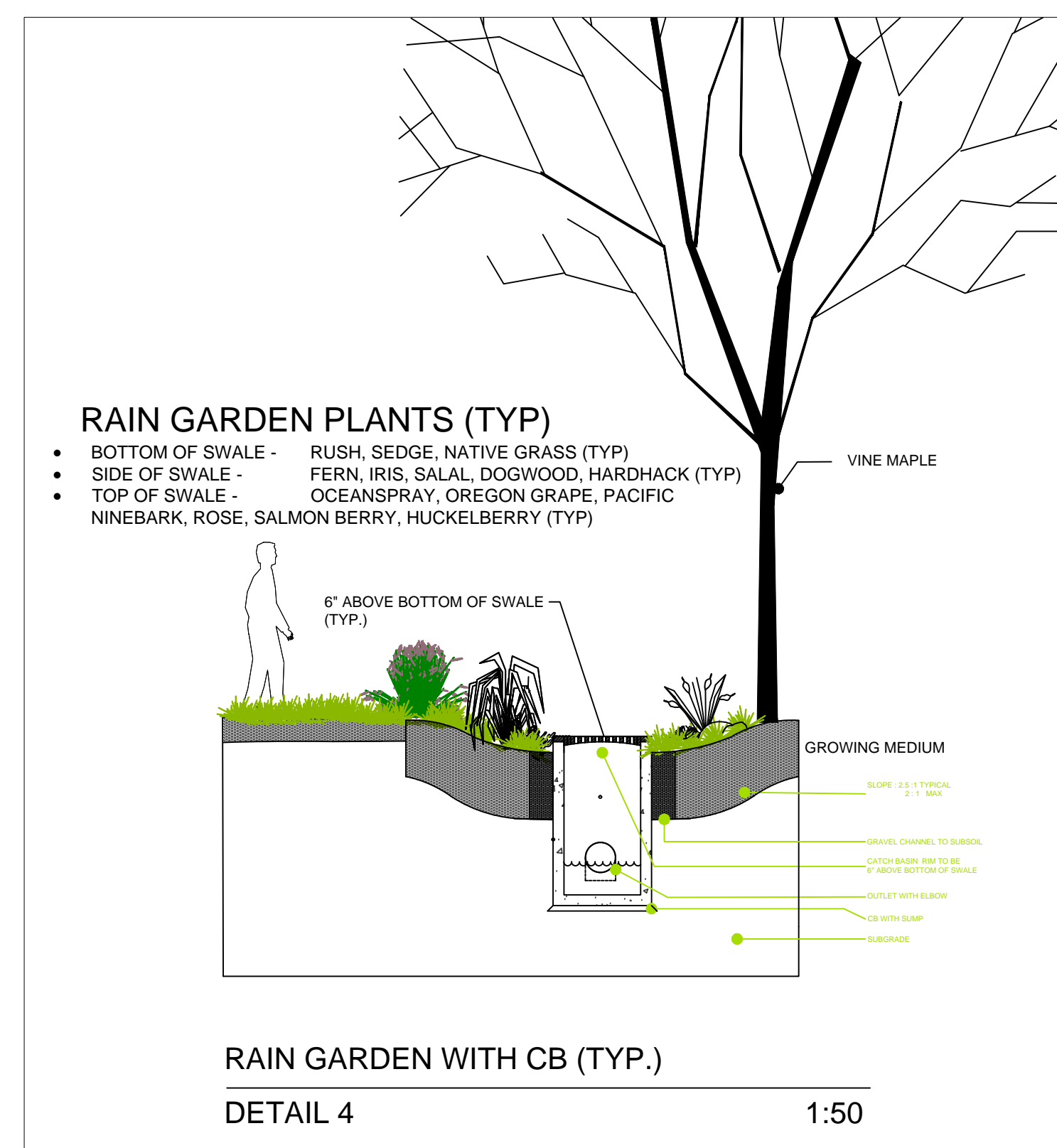
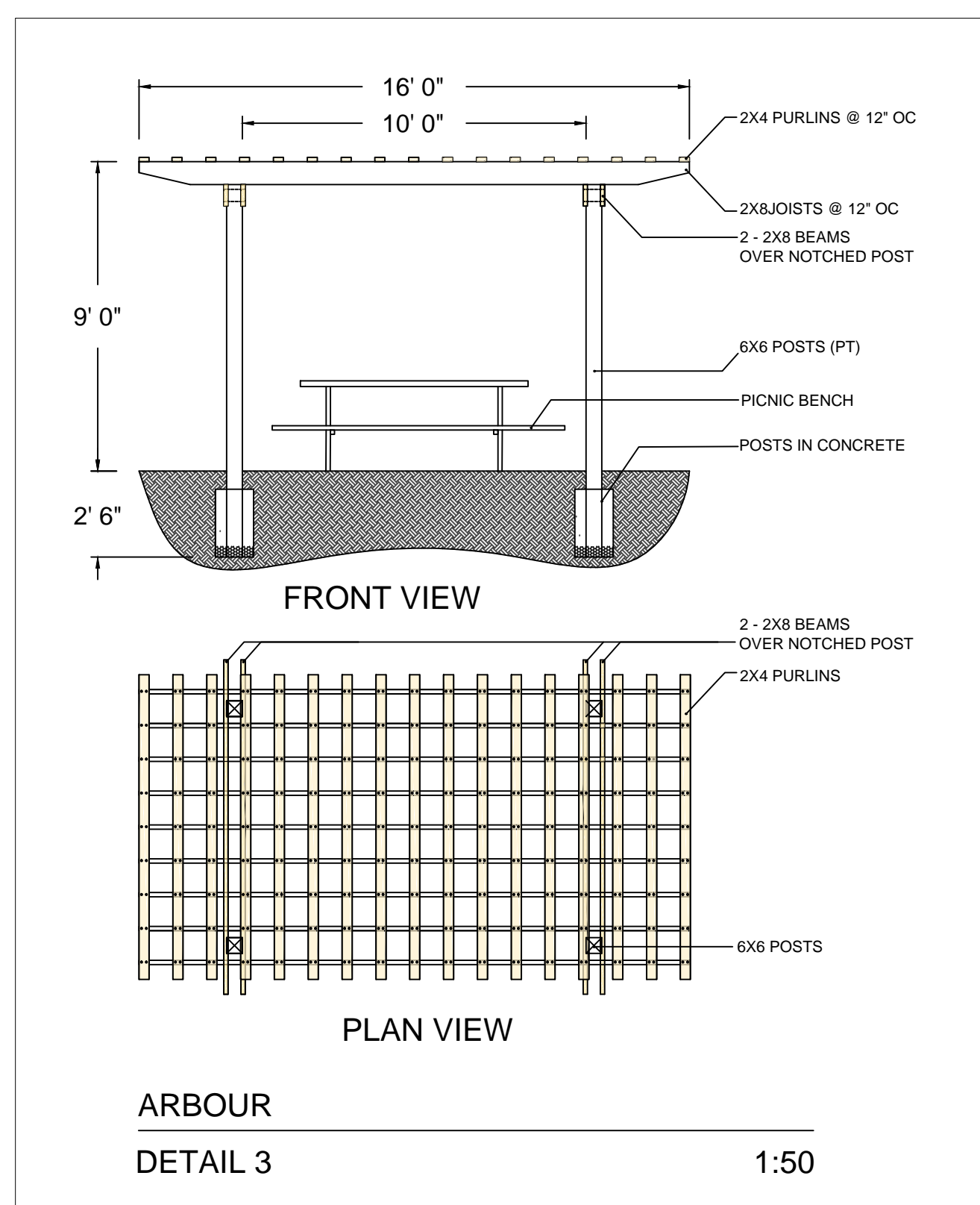
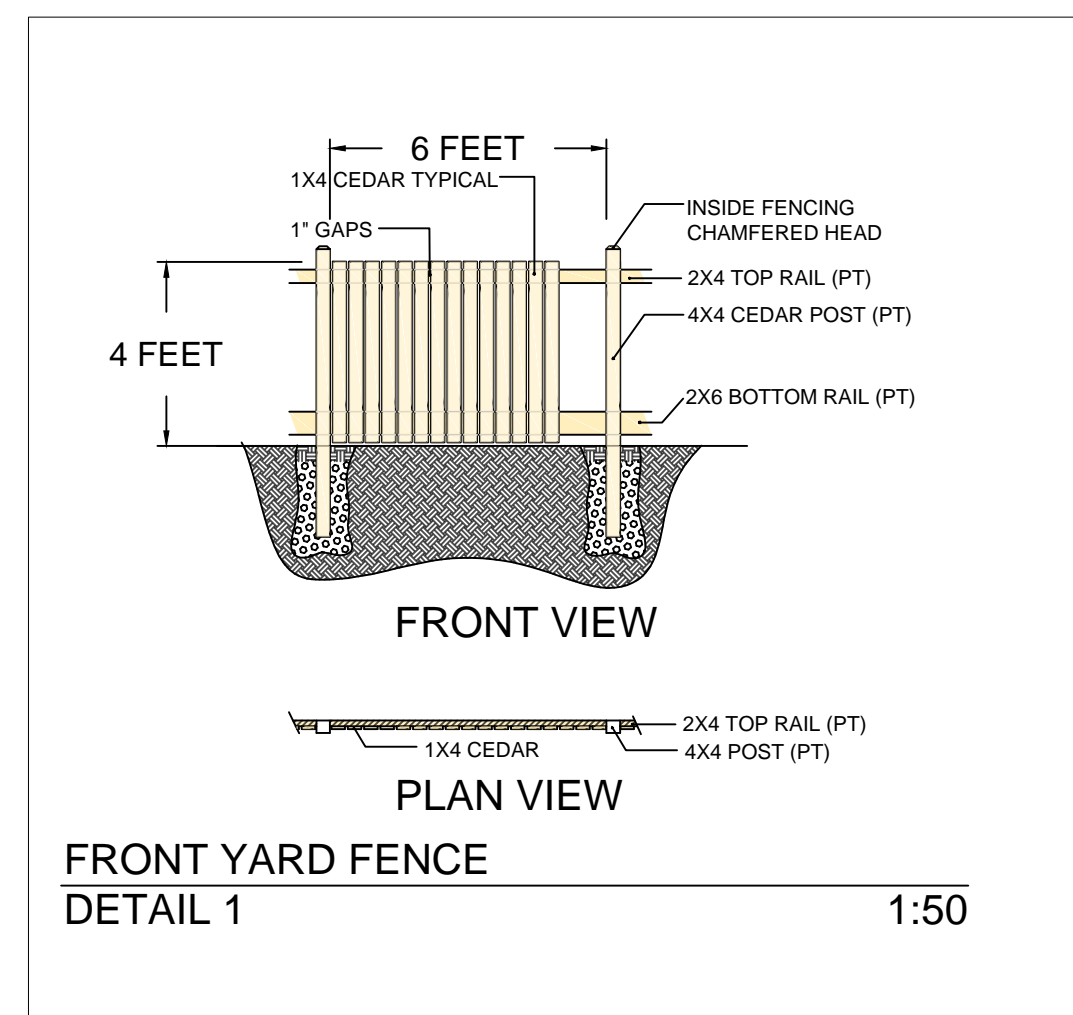
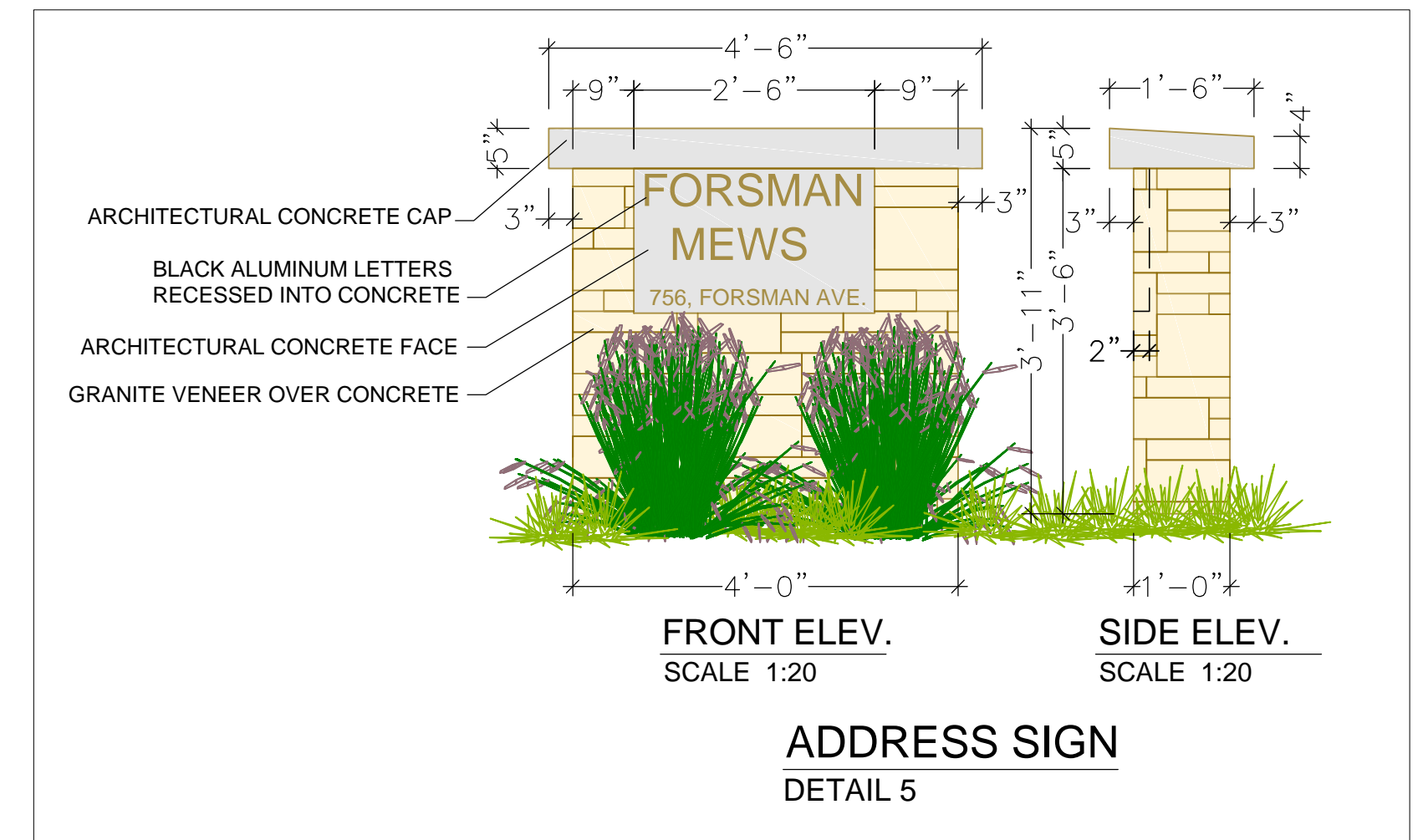
BENCHES: Victor Stanley F-50, 6 feet length, lpe wood slats in natural finish, black powder coated ductile metal frame
PICNIC TABLE: Victor Stanley ST-6, Homestead Collection, 6 foot length, lpe wood slats in natural finish, black powder coated ductile metal frame
WOOD FENCE AND GATES: 1 x4, 1 X6 cedar boards finished with Sikkens semi-transparent cedar stain
ARBOUR: All wood members to be PT, natural finish
WOOD DECKS: 5/4 inch radius PT deck boards, natural finish
PAVERS: Abbotsford Pavers, Standard Series, 4.5 by 9.0 by 2.4 inches, natural colour, herringbone pattern, with charcoal soldier coarse on perimeters and accent banding
GRAVEL CHANNELS AT BOTTOM OF SWALES: graded from 4 inches to 1.25 inch diameter river rock, approximately 2 foot wide channel
GRANITE SCREENINGS UNDER ARBOUR: 3/8 inch granite screenings over a compacted 4 inches compacted base
CONCRETE: Sidewalk, driveway aprons, front porches finished in a medium broom finish
PLANT MATERIAL: All plant material are to meet current BCLNTA standards and installed according to current BCLNTA standards
GROWING MEDIUM: to BCLNTA standards and prepared off site; typical depths are 12-18 inches in shrub beds

NOTES

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

PLANT LIST					
	Botanical Name	Common Name	Size	Spacing	No.
TREES	1 Acer circinatum	Vine maple	2.5 m B&B	as shown	
	2 Acer glabrum	Douglas maple	2.5m B&B	as shown	
	3 Acer rubrum 'Red Sunset'	Red Sunset maple	50 cm cal, B&B	as shown	
	4 Alnus viridis	Slide alder	#15 pot	as shown	
	5 Cornus nuttallii	Pacific dogwood	2.5m B&B	as shown	
	6 Pinus contorta contorta	Shore pine	2.5m B&B	as shown	
	7 Prunus emarginata	Bitter cherry	#15 pot	as shown	
	8 Pseudotsuga menziesii	Douglas fir	2.5m B&B	as shown	
	9 Sorbus scopulina canadensis	Westen mountain ash	#15 pot	as shown	
	10 Thuja plicata	Western red cedar	2.5m B&B	as shown	
SHRUBS, GROUND COVERS AND VINES	11 Buxus microphylla 'Green Beauty'	Green Beauty Boxwood	#2 pot	.6m oc	
	12 Clematis occidentalis	Columbia bower	#1 pot	as shown	
	13 Clematis tangutica	Golden clematis	#1 pot	as shown	
	14 Cornus sericea	Red twig dogwood	#3 pot	1.2 m oc	
	15 Gaultheria shallon	Salal	#1 pot	.5 m oc	
	16 Holodiscus discolor	Oceanspray	#5 pot	1.5 m oc	
	17 Mahonia nervosa	Low Oregon grape	#2 pot	.6 m oc	
	18 Mahonia aquifolium	Oregon grape	#2 pot	.7 m oc	
	19 Paxistima myrsinites	Oregon box	#2 pot	.6 m oc	
	20 Physocarpus capitatus	Pacific ninebark	#5 pot	1.5 m oc	
	21 Rhododendron macrophyllum	Pacific rhododendron	2.0 m B&B	2.5 m oc	
	22 Rosa gymnocarpa	Bald hip rose	#2 pot	1.2 m oc	
	23 Rubus spectabilis	Salmonberry	#3 pot	1.2 m oc	
	24 Spiraea douglasii	Hardhack	#2 pot	1.2 m oc	
	25 Symphoricarpos albus	Snowberry	#2 pot	.5 m oc	
	26 Vaccinium ovatum	Evergreen huckleberry	#2 pot	1 m oc	
	27 Vaccinium parvifolium	Red huckleberry	#2 pot	1 m oc	
	HERBACIOUS PERENNIALS	28 Aquilegia formosa	Red Columbine	#1 pot	.45 m oc
29 Asarum caudatum		Wild ginger	10 cm pot	.45 m oc	
30 Aster subspicatus		Douglas aster	10 cm pot	.45 m oc	
31 Blechnum spicant		Deer fern	#1 pot	.45 m oc	
32 Carex obnuta		Slough sedge	10 cm pot	.45 m oc	
33 Carex stipata		Sawbeak sedge	10 cm pot	.45 m oc	
34 Deschampsia cespitosa		Tufted hair grass	10 cm pot	.45 m oc	
35 Hemerocallis spp.		Daylily	#1 pot	.45 m oc	
36 Iris douglasiana		Douglas iris	#1 pot	.45 m oc	
37 Juncus effusus		Common rush	10 cm pot	.45 m oc	
38 Polystichum munitum		Western swordfern	#1 pot	.6 m oc	

Note: All plants and installation shall be in accordance with the latest B.C. Landscape Standard.



No.	Date	Description
3	JUNE 16 2014	SUBMIT TO DNV
2	MAY 05 2014	REVIEW
1	NOV 14 2013	SUBMISSION
ISSUED / REVISIONS		

Royal Columbia Development Corporation
VANCOUVER, BC, Canada, V6H 3Z5

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

Forsman Ave Townhouses
756 + 778 Forsman Ave

L2: LANDSCAPE DETAILS

The Corporation of the District of North Vancouver

Bylaw 8138

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 1334, (Bylaw 8138)”.

2. Amendments

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

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

“Comprehensive Development Zone 91 CD91”

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

“4B91 Comprehensive Development Zone 91 CD 91

The CD 91 zone is applied to:

756 Forsman Avenue, Lot C of Lot 6 Block A District Lot 613 Plan 20979,
PID: 005-225-957

778 Forsman Avenue, Lot A Block A District Lot 613 Group 1 New Westminster District
Plan BCP39525, PID: 027-780-228

4B 91-1 Intent

The purpose of the CD 91 Zone is to establish specific land use and development regulations for a 9 unit townhouse project.

4B 91- 2 Permitted Uses:

The following *principal* uses shall be permitted in the CD 91 Zone:

(a) Uses Permitted Without Conditions:

- (i) Residential building, multiple-family townhouse

(b) Conditional Uses:

Not Applicable

4B 91-3 Conditions of Use

Not Applicable

4B 91-4 Accessory Use

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

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

4B 91-5 Density

- (a) The maximum permitted density in the CD91 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 area within the parking garage, storage (to a maximum of 100 sq ft per unit), balconies and landscape trellis are excluded.

4B 91-6 Amenities

(a) Despite subsection 4B91-5, density in the CD91 Zone is increased to a maximum floor space ratio of 0.7 FSR, 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 \$41,576.25 to the municipality to be used for any or all of the following amenities (with allocation to be determined by the municipality in its sole discretion): public art; park, trail, environmental, pedestrian or other public realm, infrastructure improvements; municipal, recreation or social

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

4B 91-7 Maximum Principal Building Size:

Not applicable

4B 91-8 Setbacks:

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

Setback	Buildings (Min Setback)
Front (west property line)	4.57m (15 ft) to the building face
Rear (east property line)	6.10m (20 ft) to the building face
Side (north)	1.83m (6 ft) to the building face
Side (south)	3.05m (10 ft) to the building face

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

Setback	Maximum Setback Reduction
Front Yard	1.83 m (6.0 ft)

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

4B 91-9 Building Orientation:

Not applicable

4B 91-10 Building Depth and Width:

Not applicable

4B 91-11 Coverage:

- (a) Building Coverage shall not exceed 45%.

- (b) Site Coverage shall not exceed 70%.

4B 91-12 Height:

The maximum permitted height for each building, inclusive of a 15% bonus for sloping roofs, is 12.1m (40 ft);

4B 91-13 Acoustic Requirements:

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

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

4B 91-14 Flood Construction Requirements:

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

4B 91-15 Landscaping:

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

4B 91-16 Subdivision Requirements:

Not applicable

4B 91-17 Additional Accessory Structure Regulations:

Not applicable.

4B 91-18 Parking and Loading Regulations:

- (a) Parking spaces shall be provided on the basis of 2 spaces/unit plus 2 visitor spaces;
- (b) Not more than 7 spaces may be small car spaces;

- (c) Not more than 5 parking spaces may be in a tandem arrangement;
- (d) All parking spaces shall meet the minimum length and width standards established in Part 10 of the District of North Vancouver Zoning Bylaw.”
- (C) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from the Residential Single Family 7200 Zone (RS3) to Comprehensive Development Zone 91 (CD 91).

READ a first time

PUBLIC HEARING held

READ a second time

READ a third time

Certified a true copy of “Rezoning Bylaw 1334 (Bylaw 8138)” as at Third Reading

Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure on

ADOPTED

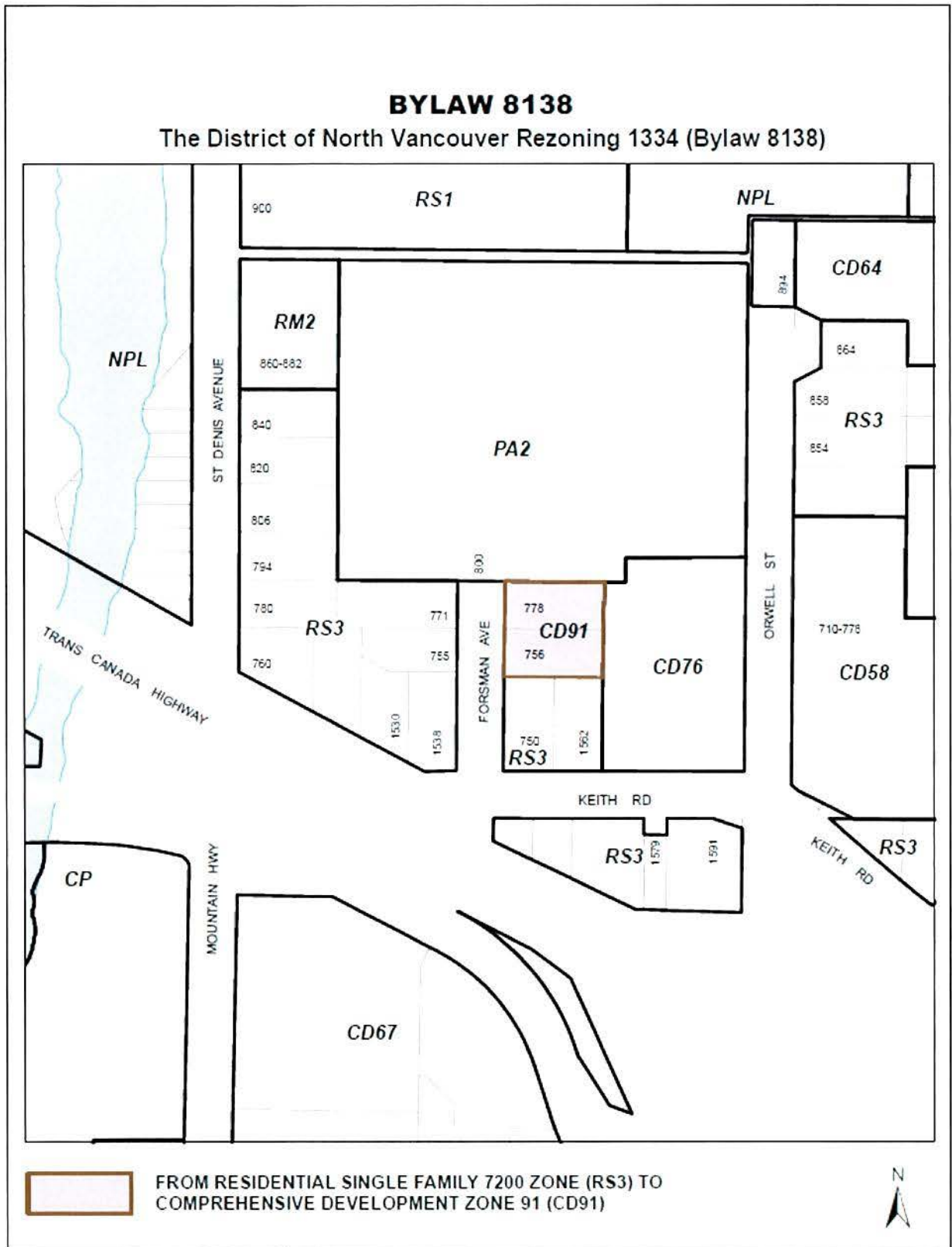
Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8138



The Corporation of the District of North Vancouver

Bylaw 8139

A bylaw to enter into a Housing Agreement (756 & 778 Forsman Ave.)

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 8139, 2015 (756 & 778 Forsman Ave.)".

2. Authorization to Enter into Agreement

2.1 The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and 1009198 B.C. Ltd., Inc.No. BC1009198 substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands:

- a) Lot C of Lot 6 Block A District Lot 613 Plan 20979, PID: 005-225-957
- b) Lot A Block A District Lot 613 Group 1 New Westminster District Plan BCP39525, PID: 027-780-228

3. Execution of Documents

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

READ a first time

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8139

SECTION 219 COVENANT – HOUSING AGREEMENT

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

BETWEEN:

1009198 B.C. Ltd., Inc.No. BC1009198

(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 condominium 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::

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 9 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.

2. **TERM**

This Agreement will commence upon adoption by District Council of Bylaw 8028 and remain in effect until terminated by the District as set out in this Agreement.

3. **RENTAL ACCOMODATION**

3.01 Rental Disclosure Statement

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

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

4. DEFAULT AND REMEDIES

4.01 Notice of Default

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

4.02 Costs

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

4.03 Damages an Inadequate Remedy

The Owner acknowledges and agrees that in the case of a breach of this Agreement which is not fully remediable by the mere payment of money and promptly so remedied,

the harm sustained by the District and to the public interest will be irreparable and not susceptible of adequate monetary compensation.

4.04 Equitable Remedies

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

4.05 No Penalty or Forfeiture

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

4.06 Cumulative Remedies

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

5. LIABILITY

5.01 Indemnity

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

5.02 Release

The Owner hereby releases and forever discharges the District, its elected officials, board members, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns from and against all

claims, demands, damages, actions or causes of action by reason of or arising out of advice or direction respecting the ownership, operation or management of the Proposed Development or any part thereof which has been or hereafter may be given to the Owner by all or any of them.

5.03 Survival

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

6. GENERAL PROVISIONS

6.01 District's Power Unaffected

Nothing in this Agreement:

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

6.02 Agreement for Benefit of District Only

The Owner and District agree that:

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

6.03 Agreement Runs With the Lands

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

6.04 Release

The covenants and agreements on the part of the Owner and any Unit Owner and herein set forth in this Agreement have been made by the Owner and any Unit Owner as contractual obligations as well as being made pursuant to Section 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 effect such registration.

6.06 Agreement to Have Effect as Deed

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

6.07 Waiver

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

6.08 Time

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

6.09 Validity of Provisions

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

6.10 Extent of Obligations and Costs

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

6.11 Notices

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

7. INTERPRETATION

7.01 References

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

7.02 Construction

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

7.03 No Limitation

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

7.04 Terms Mandatory

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

7.05 Statutes

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

7.06 Entire Agreement

- (d) This is the entire agreement between the District and the Owner concerning its subject, and there are no warranties, representations, conditions or collateral agreements relating to this Agreement, except as included in this Agreement.
- (e) This Agreement may be amended only by a document executed by the parties to this Agreement and by bylaw, such amendment to be effective only upon adoption by District Council of a bylaw to amend Bylaw 8139.

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.

PUBLIC HEARING

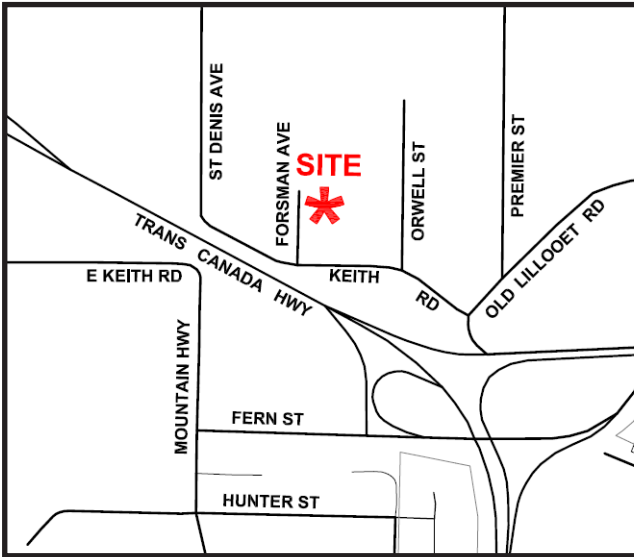
756-778 Forsman Avenue

Nine unit townhouse project

What: A Public Hearing for a proposed amendment to the Zoning Bylaw, Bylaw 8138, to enable the development of a nine unit residential townhouse project at 756-778 Forsman Avenue.

When: 7pm, Tuesday, November 17, 2015

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



What changes?

Bylaw 8138 proposes to amend the District's Zoning Bylaw to create a new Comprehensive Development Zone 91 (CD91) and rezone the subject site from Residential Single Family 7200 Zone (RS3) to Comprehensive Development Zone 91 (CD91) to allow the development of a nine unit townhouse project.

When can I speak?

We welcome your input **Tuesday, November 17, 2015 at 7pm.** You can speak in person by signing up at the hearing or you can provide a written submission to the Municipal Clerk at input@dnv.org or by mail to Municipal Clerk, District of North Vancouver, 355 West Queens Road, North Vancouver, BC V7N 4N5, before the conclusion of the hearing. Please note that Council may not receive further submissions from the public concerning this application after the conclusion of the public hearing.

Need more info?

Relevant background material and copies of the bylaw are available for review at the Municipal Clerk's Office or online at dnv.org/public_hearing from November 4 to November 17. Office hours are Monday to Friday 8am to 4:30pm, except statutory holidays.

Who can I speak to? Casey Peters, Community Planner, at 604-990-2388 or petersc@dnv.org.

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