AGENDA
PUBLIC HEARING

Tuesday, January 31, 2017
7:00 p.m.
Council Chamber, Municipal Hall
355 West Queens Road,
North Vancouver, BC

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

www.dnv.org
PUBLIC HEARING

7:00 p.m.
Tuesday, January 31, 2017
Municipal Hall, Council Chambers
355 West Queens Road, North Vancouver

854, 858 & Lot 5 Orwell Street
and 855 Premier Street
23 Unit Townhouse Development

1. OPENING BY THE MAYOR

2. INTRODUCTION OF BYLAW BY CLERK

The District of North Vancouver Rezoning Bylaw 1346 (Bylaw 8197)

Purpose of Bylaw:
Bylaw 8197 proposes to amend the District’s Zoning Bylaw by creating a new Comprehensive Development Zone 98 (CD98) and rezone the subject site from Residential Single Family 7200 Zone (RS3) to CD98 to allow the development of a three storey, twenty-three unit townhouse. The CD98 Zone addresses use, density, amenities, setbacks, site coverage, building height, landscaping and parking.

3. PRESENTATION BY STAFF

Presentation: Tamsin Guppy, Planner

4. PRESENTATION BY APPLICANT

Presentation: Brody Developments

5. REPRESENTATIONS FROM THE PUBLIC

6. QUESTIONS FROM COUNCIL

7. COUNCIL RESOLUTION

Recommendation:
THAT the January 31, 2017 Public Hearing be closed;
AND THAT “The District of North Vancouver Rezoning Bylaw 1346 (Bylaw 8197)” be returned to Council for further consideration.

8. CLOSING
The Corporation of the District of North Vancouver

Bylaw 8197

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

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

1. Citation

This bylaw may be cited as “The District of North Vancouver Rezoning Bylaw 1346 (Bylaw 8197)”.

2. Amendments

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

   a) Part 2A, definitions is amended by adding CD98 to the list of zones that Part 2A applies to.

   b) Section 301 (2) is amended by inserting the following zoning designation:
       “Comprehensive Development Zone 98 (CD 98)”

   c) Part 4B Comprehensive Development Zone Regulations is amended by inserting the following, inclusive of Schedule A:

   “4B98 Comprehensive Development Zone 98 CD98

      The CD98 Zone is applied to:
      a) Vacant lot: Lot 5, Block 3, District Lot 612, Group 1, New Westminster District Plan 2377 (PID: 025-885-545);
      b) 854 Orwell Street: Lot 4, Block 3, District Lot 612 Plan 2377 (PID: 013-832-565);
      c) 858 Orwell Street: Lot H, Block 3, District Lot 612, Plan 15643 (PID: 007-637-713);

4B98-1 Intent:

The purpose of the CD98 Zone is to establish specific land use and development regulations for a 23 unit townhouse project.

4B98-2 Uses:

The following principal uses shall be permitted in the Comprehensive Development 98 Zone:
(a) **Uses Permitted Without Conditions:**

(i) *residential use.*

(b) **Conditional Uses:**

Not Applicable

4B98-3 **Conditions of Use:**

Not Applicable

4B98-4 **Accessory Uses:**

(a) *Accessory uses* are permitted and may include:

(i) *Accessory uses* customarily ancillary to the principal uses are permitted.

(ii) *Home occupations* are permitted in *residential* dwelling units.

4B98-5 **Density:**

(a) The maximum permitted density in the CD 98 Zone is limited to a maximum permitted floor space of 1,797 m$^2$ (19,344 square feet), inclusive of any density bonus for energy performance and a maximum of 4 residential dwelling units;

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

(i) Areas within the parking garages;

(ii) Storage areas of up to 9.29m$^2$ (100 sq ft) per unit;

(iii) Crawlspace where the crawlspace is less than 1.2m (4 ft) in height to a total of 1.85m$^2$ (20 sq ft) per unit; and

(iv) Roof deck access landings of up to 1.40m$^2$ (15 sq ft) per unit.

4B98-6 **Amenities:**

(i) Despite subsection 4B98-5, density in the CD98 Zone is increased to a maximum floor space of 2,795 m$^2$ (30,085 square feet), inclusive of any density bonus for energy performance and a maximum of 23 residential dwelling units, if $125,020 is contributed to the municipality to be used for any of the following amenities (with allocation to be determined by the municipality in its sole discretion): Affordable housing; Improvements to public parks, trails and greenways; Public plazas and other public realm projects; Environmental restoration and enhancement projects; Improvements to public service facilities including recreation centres, the Lynnmour Boys and Girls Club and the Lynnmour Elementary School; and Public art.
4B98-7  Maximum Principal Building Size:

Not applicable

4B98-8  Setbacks:

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:

<table>
<thead>
<tr>
<th>Setback From</th>
<th>Buildings (Min Setback)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Orwell Street</td>
<td>3.05m (10 ft)</td>
</tr>
<tr>
<td>Premier Street</td>
<td>3.66m (12 ft)</td>
</tr>
<tr>
<td>Rear (internal) property lines</td>
<td>4.88m (16 ft)</td>
</tr>
<tr>
<td>Side (north and south ) property lines In the first 15.24m (50 ft) from the front property line</td>
<td>1.83m (6 ft)</td>
</tr>
<tr>
<td>Side (north and south ) property lines after the first 15.24m (50 ft) from the front property line</td>
<td>3.05m (10 ft)</td>
</tr>
</tbody>
</table>

4B98-9  Building Orientation:

Not applicable

4B98-10  Building Depth and Width:

Not applicable

4B98-11  Coverage:

(a) Building Coverage shall not exceed 40%.

(b) Site Coverage shall not exceed 85%.

4B98-12  Height:

The maximum permitted height for each building, inclusive of a 15% bonus for sloping roofs, is 12.85 m (42 ft).

4B98-13  Landscaping:
a) All land areas not occupied by buildings, and patios shall be landscaped in accordance with a landscape plan approved by the District of North Vancouver.

b) A 2m (6.6 ft) high screen consisting of a solid wood fence, or landscaping or a combination thereof, with 90% opacity, is required to screen from view:
   (i) any utility boxes, vents or pumps that are not located underground and/or within a building; and
   (ii) any solid waste (garbage, recycling, compost) or loading areas or facilities that are not located underground and/or within a building.

**4B98-14 Subdivision Requirements:**

Not applicable

**4B98-15 Additional Accessory Structure Regulations:**

Not applicable.

**4B98-18 Parking and Loading Regulations:**

a) Parking and Loading are required as follows:

<table>
<thead>
<tr>
<th>Use</th>
<th>Parking Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td></td>
</tr>
<tr>
<td>Residential dwelling unit</td>
<td>2 spaces/ unit</td>
</tr>
<tr>
<td>Visitor Parking</td>
<td>2 spaces</td>
</tr>
</tbody>
</table>

b) Except as specifically provided in 4B98 – 18 (a) parking shall be provided in accordance with Part 10 of this Bylaw."

2.2 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 98 (CD 98).
READ a first time the 16th day of January, 2017.

PUBLIC HEARING held

READ a second time

READ a third time

Certified a true copy of “Rezoning Bylaw 1346 (Bylaw 8197)” 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

The District of North Vancouver
REPORT TO COUNCIL

January 3, 2017
File: 3060-20-50.15

AUTHOR: Tamsin Guppy, Community Planning

SUBJECT: 854 AND 858 ORWELL STREET AND 855 PREMIER STREET
REZONING – TOWNHOUSE PROJECT

RECOMMENDATION:

It is recommended that:
1. The "District of North Vancouver Rezoning Bylaw 1346 (Bylaw 8197)" to rezone the subject site from Single Family (RS) to Comprehensive Zone 98 (CD98) to enable the development of a 23 unit town house project, be given FIRST Reading;

2. The “Housing Agreement Bylaw 8198, 2016 (854, 858 and Lot 5 Orwell Street and 855 Premier Street),” to prevent future rental restrictions on the subject property, be given FIRST Reading;

3. Bylaw 8197 be referred to a Public Hearing; and

4. The Mayor and Clerk be authorized to execute all necessary documentation to implement the Housing Agreement.

SUMMARY:

The applicant, Brody Developments, is proposing to redevelop 4 single family lots located between Orwell and Premier Street in Lynnmour/ Inter-River with a 23 unit townhouse development.

The proposal is in keeping with the Official Community Plan and the Lynnmour Inter-River reference plan and design guidelines.
1. The Site and Surrounding Area

The site is located in Lynnmour Inter-River and includes three lots facing Orwell Street and a 4th lot facing Premier Street. The site is located next to three existing town house complexes of similar densities but does not include the two remaining adjacent single family homes, as those owners are not interested in redevelopment at this time.

The two remaining single family homes may successfully redevelop in the future in keeping with the Lynnmour Inter-River Plan which provided for single lot redevelopment into duplexes and triplexes. To facilitate their future redevelopment should the owners ever wish to do so, the applicant will be providing a joint access agreement that will allow these lots to use the proposed project’s driveway.

The site is across from Lynnmour Elementary School and a few steps away from “Digger” Park playground in Inter River Park.

With the proximity of Capilano University, bus service on Lillooet Road (approximately 400m walk from the site) is good with buses every 10 minutes for most of the day and running more frequently during rush hour. Bus routes serving the area include the 255, 239, 28 and 130.
There is also a closer bus stop on Old Lillooet served by the local 239 which takes riders up to Capilano University, and the transit exchange located there.

2. The Proposal

The applicant is proposing a 23 unit, three storey townhouse project. The proposed density is 24 units per acre and 0.7 FSR and is similar to the neighbouring developments. The unit mix is in keeping with the Lynnmour Inter River Plan (the reference plan for this area) and is entirely family oriented with:

- 3 two bedroom units (13%);
- 19 three bedroom units (83%); and
- 1 four bedroom unit (4%).

3. Parking and Access

Access to the site is provided from Orwell Street, and the site is serviced by an internal driveway. Parking is located at grade and each unit has two side by side parking spaces. There are no tandem parking spaces proposed.

<table>
<thead>
<tr>
<th></th>
<th>Number of Units</th>
<th>Proposed Parking</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential Parking</td>
<td>23 units</td>
<td>46 spaces</td>
</tr>
<tr>
<td>Visitor Parking</td>
<td></td>
<td>2 spaces</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>23 units</strong></td>
<td><strong>48 spaces</strong></td>
</tr>
<tr>
<td>Bike storage</td>
<td>Available in each garage.</td>
<td></td>
</tr>
</tbody>
</table>
At the public information meeting a local resident requested that the applicant also consider providing visitor parking. The original intent for this area was that instead of meeting the Zoning Bylaw requirement for 1.75 spaces per unit and then 0.25 spaces for visitor parking, the full 2 spaces be provided for each unit, but visitor parking be accommodated on the street. This decision was based on the fact that there was little demand for on street parking at the time because there are no businesses in the area, and that it was felt more useful for each unit to have a full 2 car garage, and where possible to have the remaining ground level space be available for landscaping and patio space. CTS traffic engineers looked at the availability of on street parking and determined that there are 17 public parking spaces available on Orwell Street. Despite this past direction, and the availability of on street visitor parking, the applicant has responded to the resident's suggestion, by amending their site plan to provide two additional visitor parking spaces to supplement the supply of parking for the site and the area.

The internal driveway has been designed in such a manner that should the two remaining single family lots to the north wish to redevelop in the future, they will have the ability to work with this strata to share the driveway, thereby freeing up more space for landscaping and reducing the number of driveway crossings. To this end, the applicant will register a joint access agreement for the neighbouring parcels on the subject site as a condition of rezoning.
4. **Rezoning Bylaw 8197**

Bylaw 8197 presents Comprehensive Development Zone 98 (CD98), a zone that is tailored to this site and in keeping with the Official Community Plan which designates this site for townhouse development with an FSR of up to 0.8 (the Bylaw proposes an FSR below this of 0.7.)

The proposed zoned includes provisions for:
- A maximum floor space and maximum number of units, in keeping with the Lynnmour / Inter-River reference plan which designates the area for 24 units per acre and an FSR of up to 0.7. This ensures that the average unit size is large enough to accommodate multiple bedrooms in keeping with the objective that the area be geared to family housing;
- Floor space exemptions for storage areas in keeping with the Lynnmour/ Inter River reference plan;
- Setbacks in keeping with the requirements for neighbourly development;
- Parking including additional visitor spaces; and
- Site and building coverage to allow for on-site landscaping.

5. **Community Amenity Contribution**

In accordance with the Community Amenity Policy, the total CAC amount is $125,020 to go towards amenity projects in the area including:
- Affordable housing;
- Improvements to public parks, trails and greenways;
- Public plazas and other public realm projects;
- Environmental restoration and enhancement projects;
- Improvements to public service facilities including recreation centres, the Lynnmour Boys and Girls Club and the Lynnmour Elementary School; and
- Public art.

_The Lynnmour Inter-River Boys and Girls Club was itself constructed using a community amenity contribution from a nearby townhouse project. After 6 years of intensive use, it is now time to consider some minor upgrades and improvements which could be funded in part by a community amenity contribution._

6. **Housing Affordability and Diversity**

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

7. Development Permit Areas

a) Form and Character of Commercial, Industrial and Multi-Family Development

The proposal is generally in keeping with the Official Community Design Guidelines for Ground Oriented housing and the Lynnmour / Inter-River Area One Design Guidelines for Multiplexes and Townhouses.

The project proposes a design that is complementary to the neighbouring projects and matches the scale and form of the existing developments. In accordance with the Design Guidelines the modern character and use of muted colours gives it a distinct identity from the neighbouring projects, while still having an harmonious and complementary scale and choice of materials.

The site layout has been carefully thought through to ensure sufficient setbacks, landscape and buffer areas next to adjacent developments, while still maximizing opportunities for on-site parking and landscaping.

This project is also the first in the neighbourhood to propose additional outdoor space for the units through the addition of private roof decks. The roof top access stairs exceed the traditional height limit for townhouses in this area of 35 feet bringing the total height to 42 feet. Knowing that this issue met the guidelines requirement for providing private outdoor space to increase the liveability of the units, but was odds with the original height provisions of the Lynnmour Design Guidelines, staff posed the question to the Advisory Design Panel who supported the addition of roof top decks.

b) Advisory Design Panel

The Advisory Design Panel considered the application on February 11, 2016, and recommended:
THAT the Panel considers the project to have fulfilled the objective of a distinct project identity, supports the proposal for a height variance for roof deck access, and recommends APPROVAL of the project SUBJECT to addressing the items noted in the Panel’s consideration of the project.

Prior to bringing the project back for issuance of the Development Permit, the issues raised by ADP will be addressed, and include: improvements to the roof deck layout, the proposed east-west pedestrian pathway, and on site landscaping next to the driveway.

c) Protection of Development From Hazardous Conditions – Creek Hazard

This site falls within the Development Permit area for Protection from Creek Hazard and as such is required to build to flood construction levels to ensure the habitable areas are above the flood level. Northwest Hydraulic Consultants have reviewed the project and provided flood construction levels for the safe development of this site.

Given the change in grade across the site, portions of the site will need to be re-graded to address the flood protection measures, as well as ensuring that each unit steps up to the front door. The requirements outlined in the flood protection report will be secured by covenant prior to Zoning Bylaw adoption.

d) Energy and Water Conservation and Greenhouse Gas Emission Reduction

The site falls within the Development Permit Area for Energy and Water Conservation and Greenhouse Gas Emission Reduction and must also address the District’s Green Building Policy. The applicant is working with E3 Eco Group energy consultants and will be achieving an equivalency to a Gold rating to address municipal objectives. At this time, highlights of the planned sustainability measure include:

- Using high performance Energy Star doors and windows;
- Using Energy Star appliances; and
- Using efficient heating and cooling systems, including hot water on demand systems and heat recovery systems.

8. Inter-River Sub-Area Transportation Study

This application was put on hold in 2016, while the District’s Transportation team undertook a review of vehicle circulation within the Lynnmour / Inter-River area. Their work was summarized in the Inter-River Sub-Area Transportation Study, provided to Council in September, 2016. This study, which involved local stakeholders and residents, determined locations for future road circulation improvements, and demonstrated that no changes were required to this application to improve connectivity in the area.
9. Project Specific Street Improvements

The project will be upgrading both street frontages to provide new sidewalks, boulevard landscaping, and standard road improvements on both Premier Street and Orwell Street, in accordance with the Development Services Bylaw and the Lynnmour/Inter-River Area One Design Guidelines.

In addition to these public realm improvements, local residents have requested further traffic calming measures on Premier Street. After studying this question, CTS Engineers have recommended the installation of an additional traffic hump to slow traffic as it approaches the raised pedestrian crossing to the north of the site.

Also in response to a request from local residents, the applicant has offered to extend the sidewalk not only in front of their application site, but also in front of the neighbouring site, as that will then finish the sidewalk on the southern half of Premier Street and facilitate safe pedestrian access to the park and school.

10. Construction Management Plan

This neighbourhood includes three townhouse applications, two of which are new and therefore approximately 6-12 months behind this application.
The applicant has submitted a draft construction management plan and will be required to provide a finalized construction management plan prior to issuance of a building permit and this plan must:

1. Coordinate the construction activities with other developments in the area in order to minimize disruption;
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;
7. Develop a plan for trade vehicle parking which is acceptable to the District and minimizes impacts to neighbourhoods;
8. Address silt/dust control and clean-up;
9. Provide a plan for litter clean-up and street sweeping adjacent to the site; and
10. Include a communication plan to notify surrounding businesses and residents.

11. Public Input

In accordance with District policy the applicant held a facilitated public information meeting on March 29, 2016. The meeting was well attended by approximately 30 local residents. Generally the project was well received and recognized as being in keeping with the existing projects in the neighbourhood. Discussion topics included:

- Location of the vehicle access;
- Number and style of parking spaces;
- On street parking supply;
- Privacy and landscaping;
- Traffic calming on Premier Street;
- Construction of sidewalks; and
- Roof top decks.

The applicant has responded to the local residents’ input and suggestions by:

- Including a traffic calming speed bump on Premier Street;
- Extending the public sidewalk along Premier Street;
- Providing additional on-site parking spaces for visitors;
- Refining the designs for the roof decks at the Development Permit stage to maximize privacy for the neighbours.

12. Implementation

Implementation of this project requires consideration of Rezoning Bylaw 8197, and Housing Agreement Bylaw 8198, as well as issuance of a development permit and registration of the following legal agreements:
• A green building covenant;
• A storm water management covenant;
• A flood hazard covenant;
• A joint access agreement;
• A public right of way for pedestrian passage; and
• A release of the existing right of way for an old utility.

CONCLUSION:
This project is consistent with the direction established in the Official Community Plan and the Lynnmour/Inter-River Local Plan. It addresses the OCP housing policies related to providing a greater diversity of family oriented housing. This project is now ready for Council’s consideration.

Options:

The following options are available for Council’s consideration:
1. Introduce Bylaws 8197 and 8198 and refer Bylaw 8197 to a Public Hearing (staff recommendation); or
2. Defeat Bylaws 8197 and 8198 at First Reading.

Respectfully submitted,

Tamsin Guppy
Community Planning

REVIEWED WITH:

[Check boxes for reviewed departments]

Attachments:
Attachment A - Drawing Package
Attachment B – Bylaw 8197
Attachment C – Bylaw 8198
VIEW NORTH-EAST ALONG ORWELL STREET AT THE PROPOSED DEVELOPMENT

NORTH VANCOUVER, BC
HOMEFIELD INVESTMENTS LTD.
858 ORWELL STREET
A-0.040
PERSPECTIVE
CONTINUUM TOWNHOMES
2 - DP APPLICATION
DEC 04, 2015
15359

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**Title:**

**Project:**

**Date:**

**Scale:**

**Issue:**

**Drawing:**

**Project:**

**Client:**

**North Vancouver, BC**

**Homefield Investments Ltd.**

**858 Orwell Street**

**CD 76**

**U/ Construction**

**32 Townhouses**

**Connect at Nature’s Edge**

**Forbes Avenue**

**CD 64**

**Existing**

**29 Townhouses**

**Legacy**

**CD 58**

**Existing**

**55 Townhouses**

**Wedgewood Homes**

**Premier Street**

**Orwell Street**

**Trans Canada Hwy**

**East Keith Road**

**Old Lillooet Road**

**Lynn Moun Community School**

**Mountain Hwy**

**St. Denis Avenue**

**873 Premier Street - Existing Single Family**

**855 Premier Street - Existing Single Family**

**Legacy Townhouses - View From The Park**

**Legacy Townhouses - Path At South Property Line**

**Premier Street - Existing Site Multi-Family**

**Premier Street - Existing Single Family**

**Premier Street View North - Proposed Site South Property Corner**
The Lynnmour Inter-River Local Plan recommends the area to be redeveloped with low-density, ground orientated multiple units integrated with the established neighbourhood. The surrounding area is still largely single family, but successful townhouse projects have been completed nearby, including the adjacent Wedgewood and Legacy townhomes.

**PROJECT DESCRIPTION**

The development proposes twenty-four, family-oriented townhouses based on a reconfiguration of four existing lots, between Orwell Street and Premier Street. The units, in several residential blocks, range from two to four bedrooms.

The current site layout reflects an incremental design approach taking into account a potential relationship to future townhouses following site expansion with two additional lots (G-5 and G-22) to the north. The ultimate layout with the help driveway would be one storey and more in a more functional urban design. At the same time significant consideration is given to minimize the impact of the current proposal on two existing single-family developments to the north. A submerged diagonal facilitates future development potential for the single lots (G-5 and G-22), as a duplex and triplex, in a scenario where lots remain separate.

In the east, along the street, is the shared storm and roof foundation. Adjacent to the south are the multi-family, three-storey Wedgewood Townhouses and a 1 1/2 storey multi-family development with composite roof form.

The project is designed with single vehicle access from Orwell Street with a driveway and a duplexer for the Orwell Street and a triplex on the east along Premier Street. The central pathway provides pedestrian access and a visual link across the site, connecting shared outdoor spaces for playing, gardening and social gathering, all of the entries are accessed from the internal driveways.

**APPLICABLE GUIDELINES**

The development processes in the site from R2 to CD, and recommends the project to be redeveloped towards higher density, multiple dwelling with FRS 09 based on OCP designations as a Residential Area 3. A 3 Residences (R3S) and fulfills the Development Permit Guidelines for Ground Oriented Housing. The Lynnmour Inter-River Local Site Design Guidelines limits the density to 1 1/2 FSR with no more than 24 units per acre. Due to the irregular shape of the site, the project proposes fewer than the allowable. The 0.8 FSR computation formula is based on OCP designation, previously approved for the adjacent development within the same area at Orwell Street.

**SITE PLANNING**

A slope challenges the site, with over eight foot difference in grade between the high point at northeast corner and lower southwest corner. Flood mitigation requirements with different FCL (Flood Control Levels) between the west and east lots significantly affect the siting and height of the buildings. The height is higher than what is recommended in the guidelines with a maximum of 35 feet. The grading due to flood mitigation and storm management measures minimizes the opportunities of view vectors on the site.

The challenge was to create an efficient design within the context of a sloping site and provide pedestrian and vehicular connections at different levels from the two streets.

Optimizing views and ensuring privacy of adjacent buildings were also key considerations in the design.

Views are expanded primarily to the north, overlooking the mountains. The proposed roof decks will share advantage of the most prominent views. Primary windows for buildings along the south property lines will face west and east ensuring required daylight exposure and minimizing overshadowing neighbours. All units have large balconies and doors out to multi outdoor private spaces. The roof top decks are set back from the site property line, allowing and overlooking is not a concern.

A large communal garden is proposed to the south-west corner with built landscape and new large specimen trees replacing the existing trees. The landscaped area will complement the local Lynnmour Park and provide space for outdoor playing and relaxing.

**SETBACKS**

The development adheres to the recommended 10-foot front setbacks allowing for continuity in street form the site.

The deeper 35-foot setback from the east property line creates a significant buffer of landscaping between the neighbouring developments.

An eight-foot and six-foot minimum side setback are provided along the south property line with a landscape buffer and privacy forcing including a retaining wall where required. The terrace ledge at south property line is being retained, being partially located on adjacent property and ensuring separation between properties as required by the Wedgewood townhomes residents.

The north face of the development has 20- and 15-foot setbacks, ensuring adequate space between the single-family homes to the north and the proposed units.

**FORM AND CHARACTER**

The design responds to adjacent residential context. As per the early Public Input session comments, the buildings form tie into the existing townhouse projects, at the same time creating clearly defined character, with the different architectural style and finishes.

The ground floor provides a true meeting, the general interior in with solid wood, contrasting with distinct window forms, defined by accent material and material and the varied material, creating individual character, increasing privacy of the units and solar protection.

The blocks of different unit types have individual expression due to different modules, design and material application. Individual units have been covered along the streets, with decorative wood composite horizontal screen and garage.

Proposed roof decks for all units, as additional usable private open spaces, will create varied outdoor spaces negating the three-storey massing. The flood hazard requirements impact the architecture by forcing a layout of three bedrooms together on the upper floor, creating effectively a three-storey building mass. The triplex on the east along Premier Street has been ventilated into a narrow roof massing to reduce the effect of slope and give visual clarity in the wide.

**EXTERIOR WALLS AND FINISHES**

The materials of the building—fibre-cement siding and stone cladding as accent material—have been chosen to be durable and to reflect the characteristics of the residential neighbourhood.

Fiber cement lap siding is pre-finished cedar texture is going to be predominantly used on the buildings.

Fiber cement lap siding is pre-finished cedar texture is going to be predominantly used on the buildings. To accommodate the 'window frames' along the main entrance elevations, aluminum metal panel system AL-13 with prefinished solid and "Woodine" colors is being considered.

Other colours are to be shades of soft white for Hardie-Reveal panel, contrasted by dark lap siding. Black metal railings and detailing will also be incorporated.

Cedar toned fiber-cement soffits at overhangs will add visual warmth to the pedestrian experience around the site. Roof overhangs will enhance the building envelope and provide durability and solar shading to the windows below. Masonry elements articulate the entries to the units and side elevations. Decorative privacy screens at the unit entries and at the roof deck in a wood composite material, with authentic woodgrain appearance will create another distinct element for the project.

**SUSTAINABILITY**

Measurable sustainability targets will be identified and assessed for the project to ensure Built Green Gold equivalency with Energuide 80.

Sustainability features, which are the norms of most residential developments, include the use ENERGY STAR® appliances, low flow fixtures, lore VOC materials & finishes, and a compact building envelope. Further sustainable development components include water retention, large overhangs, electric car parking in garages, reduced irrigation systems, rainwater harvesting, green roof, as well as high performance wet systems and low flow plumbing.

The roof deck concrete pavers and planted planters will define some of the key energy from the sun, while reducing the absorption of heat into the building and thus mitigating the impact of heat island effect. Large roof overhangs will provide solar shading and help manage heat gains from western exposure in the summer.

**MEASURABLE SUSTAINABILITY TARGETS**

Measuring project to obtain certification as a and a completed certified (Built Green Canada) to be provided by owner.

**PARKING TRANSPORTATION**

The proposed parking spaces meet the requirements of the parking bylaw, with 116 residential spaces; however, three units will have tandem parking. The project provides two additional visitor spaces to address concerns of the neighbours regarding street parking in the area. As part of the project new landscaping, plantings, sidewalk improvements, and shared spaces are going to be provided.
PROPOSED TOWNHOUSE DEVELOPMENT SKETCH
Selected locations at inside wall of feature frame.
General Site Notes:

1. All materials and execution of landscape works shall conform to the BCSLA/BCOTA Landscape standard. The standard of work shall be based on BCSLA/BCOTA standards.

2. Crushed stone drainage bed on all sides and throughout site. All landscaped areas and pathways must maintain min. 2% positive drainage away from buildings.

3. Where soft landscape areas intersect foundation wall, min. 10'-0" wide paving strip to be installed at landscape contractor's cost.

4. Do not construct from these drawings unless marked "Issued for construction".

5. All landscape works to be performed under this contract to meet the applicable provisions and requirements set forth in the Master Municipal Standards & Standards (BCSuL), landscape standards and Records of Landscape.

6. The latest edition of the standards and codes referenced in these notes and on the landscape drawings shall apply.

7. The existing conditions were compiled from base plans of this site prepared by others. Although every effort has been made to provide complete and accurate plans, actual conditions may vary from these shown. The contractor shall make a thorough investigative inspection of the site before starting work. The contractor shall assume responsibility for actual conditions as they exist on site.

8. The landscape contractor shall be responsible for any errors or omissions and failure to discover or correct any errors or omissions in these notes and on the landscape drawings. The contractor shall perform all construction work, including any work subcontracted, in accordance with the notes and drawings. The contractor shall perform all work that is not otherwise mandated by the landscape drawings. The contractor shall perform all work to the extent necessary to obtain the necessary approval for the successful completion of the project. Failure to obtain such approval shall not relieve the contractor from their responsibility to perform the necessary operations for the successful completion of the project. The contractor shall assume responsibility for the quality of work and the materials used.

9. The landscape contractor shall verify dimensions shown on the drawings, and notify the landscape architect of any discrepancies prior to the start of the final grading or construction.

10. Contractor to install any drainage required for each site.

11. The landscape contractor shall refer any questions on materials, finishes, labour and/or products specified herein to the landscape architect.

12. Landscape contractors shall not sub-contract any work to any sole-proprietor, contractor, or any person who is not a registered landscape contractor.

13. Contractors shall verify and be responsible for all materials and workmanship in the landscape drawings. The landscape contractor shall perform all work that is not otherwise mandated by the landscape drawings. The contractor shall perform all work to the extent necessary to obtain the necessary approval for the successful completion of the project. Failure to obtain such approval shall not relieve the contractor from their responsibility to perform the necessary operations for the successful completion of the project. The contractor shall assume responsibility for the quality of work and the materials used.
Planning Notes

1. All materials and execution of landscape work shall conform to the BC gala/real estate's landscape standards. Refer to written specifications for complete landscape documentation, if applicable.

2. The Landscape Contractor shall ensure that the on-site planting specification meets the specification and recommendations of the Landscape Engineer. The plan will be subject to the approval of the Landscape Engineer and the approval will be based on the Landscape Engineer's recommendation.

3. Minimum planting moisture depth:
   - Grass: 100 mm
   - Shrubs: 150 mm
   - Trees: 200 mm

4. All plant material shall meet minimum size requirements as indicated on plant list. Quality of plant material and grading of site to conform to BC gala/real estate's grading requirements.

5. Discrepancies between plant numbers on the plant list and on the plan(s) shall be reported to the Landscape Architect prior to ordering plant materials. In the case where there is a discrepancy between plant numbers on the plant list and on the plan, the plan shall supersede the list.
1. Pisa2 MSE Retaining Wall
2. Teak Bench
3. Six Foot Cedar Fence (Screening)
4. Cedar and Metal Privacy Gate w/ Concrete columns
5. Elevation of Meeting Place (from driveway)
6. Elevation of Meeting Place (through walkway)
7. Planing Detail (District of North Vancouver)
8. Elevation of Green Roof Structures
9. Green Screen Columns
10. Green Screen Wall Panels
11. Elevations of Green Screen and Columns @ Entry

Arizona Civic Plaza - Phoenix, AZ
In a shade protected and submerged court yard setting greenscreen® wall mounted panels are used to surround cafe patrons with vertical landscape elements connecting the view to the skyline.

Installed 2009
Hardiness Zone 9b

Crowne Plaza Hotel - Burlingame, CA
Standard greenscreen® Columns 12' tall are used as dramatic freestanding entry elements.

Installed 2002
Hardiness Zone 10a

Copyright reserved. This drawing and design is the property of Forma Design Inc. and may not be used without Landscape Architect's written permission.

Contractors shall verify and be responsible for all dimensions on the job and this office shall be informed of any changes made on site.

Sections / Details

1. issued for Development Permit Application - Dec 4, 2015

Consists of:
- Custom wood bench
- Fasca to match arch
- Cedar siding
- Concrete base
- Vines and "green mesh"
- Teak Bench
- 38
The Corporation of the District of North Vancouver

Bylaw 8197

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

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

1. Citation

This bylaw may be cited as “The District of North Vancouver Rezoning Bylaw 1346 (Bylaw 8197)”. 

2. Amendments

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

a) Part 2A, definitions is amended by adding CD98 to the list of zones that Part 2A applies to.

b) Section 301 (2) is amended by inserting the following zoning designation: “Comprehensive Development Zone 98 (CD 98)”

c) Part 4B Comprehensive Development Zone Regulations is amended by inserting the following, inclusive of Schedule A:

"4B98 Comprehensive Development Zone 98 CD98

The CD98 Zone is applied to:

a) Vacant lot: Lot 5, Block 3, District Lot 612, Group 1, New Westminster District Plan 2377 (PID: 025-885-545);
b) 854 Orwell Street: Lot 4, Block 3, District Lot 612 Plan 2377 (PID: 013-832-565);
c) 858 Orwell Street: Lot H, Block 3, District Lot 612, Plan 15643 (PID: 007-637-713);

4B98-1 Intent:

The purpose of the CD98 Zone is to establish specific land use and development regulations for a 23 unit townhouse project.

4B98-2 Uses:

The following principal uses shall be permitted in the Comprehensive Development 98 Zone:
(a) Uses Permitted Without Conditions:

(i) residential use.

(b) Conditional Uses:

Not Applicable

4B98-3 Conditions of Use:

Not Applicable

4B98-4 Accessory Uses:

(a) Accessory uses are permitted and may include:

(i) Accessory uses customarily ancillary to the principal uses are permitted.

(ii) Home occupations are permitted in residential dwelling units.

4B98-5 Density:

(a) The maximum permitted density in the CD 98 Zone is limited to a maximum permitted floor space of 1,797 m² (19,344 square feet), inclusive of any density bonus for energy performance and a maximum of 4 residential dwelling units;

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

(i) Areas within the parking garages;

(ii) Storage areas of up to 9.29 m² (100 sq ft) per unit;

(iii) Crawlspace where the crawlspace is less than 1.2 m (4 ft) in height to a total of 1.85 m² (20 sq ft) per unit; and

(iv) Roof deck access landings of up to 1.40 m² (15 sq ft) per unit.

4B98-6 Amenities:

(i) Despite subsection 4B98-5, density in the CD98 Zone is increased to a maximum floor space of 2,795 m² (30,085 square feet), inclusive of any density bonus for energy performance and a maximum of 23 residential dwelling units, if $125,020 is contributed to the municipality to be used for any of the following amenities (with allocation to be determined by the municipality in its sole discretion): Affordable housing; Improvements to public parks, trails and greenways; Public plazas and other public realm projects; Environmental restoration and enhancement projects; Improvements to public service facilities including recreation centres, the Lynnmour Boys and Girls Club and the Lynnmour Elementary School; and Public art.
4B98-7 Maximum Principal Building Size:

Not applicable

4B98-8 Setbacks:

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:

<table>
<thead>
<tr>
<th>Setback From</th>
<th>Buildings (Min Setback)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Orwell Street</td>
<td>3.05m (10 ft)</td>
</tr>
<tr>
<td>Premier Street</td>
<td>3.66m (12 ft)</td>
</tr>
<tr>
<td>Rear (internal) property lines</td>
<td>4.88m (16 ft)</td>
</tr>
<tr>
<td>Side (north and south) property lines</td>
<td>1.83m (6 ft)</td>
</tr>
<tr>
<td>In the first 15.24m (50 ft) from the front property line</td>
<td></td>
</tr>
<tr>
<td>Side (north and south) property lines</td>
<td>3.05m (10 ft)</td>
</tr>
<tr>
<td>after the first 15.24m (50 ft) from the front property line</td>
<td></td>
</tr>
</tbody>
</table>

4B98-9 Building Orientation:

Not applicable

4B98-10 Building Depth and Width:

Not applicable

4B98-11 Coverage:

(a) Building Coverage shall not exceed 40%.

(b) Site Coverage shall not exceed 85%.

4B98-12 Height:

The maximum permitted height for each building, inclusive of a 15% bonus for sloping roofs, is 12.85 m (42 ft).
4B98-13 Landscaping:

a) All land areas not occupied by buildings, and patios shall be landscaped in accordance with a landscape plan approved by the District of North Vancouver.

b) A 2m (6.6 ft) high screen consisting of a solid wood fence, or landscaping or a combination thereof, with 90% opacity, is required to screen from view:
   (i) any utility boxes, vents or pumps that are not located underground and/or within a building; and
   (ii) any solid waste (garbage, recycling, compost) or loading areas or facilities that are not located underground and/or within a building.

4B98-14 Subdivision Requirements:

Not applicable

4B98-15 Additional Accessory Structure Regulations:

Not applicable.

4B98-18 Parking and Loading Regulations:

a) Parking and Loading are required as follows:

<table>
<thead>
<tr>
<th>Use</th>
<th>Parking Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td></td>
</tr>
<tr>
<td>Residential dwelling unit</td>
<td>2 spaces/ unit</td>
</tr>
<tr>
<td>Visitor Parking</td>
<td>2 spaces</td>
</tr>
</tbody>
</table>

b) Except as specifically provided in 4B98 – 18 (a) parking shall be provided in accordance with Part 10 of this Bylaw.

2.2 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 98 (CD 98).
Schedule A to Bylaw 8197

BYLAW 8197
The District of North Vancouver Rezoning Bylaw 1346 (Bylaw 8197)

SINGLE FAMILY RESIDENTIAL (RS3) TO COMPREHENSIVE DEVELOPMENT ZONE 98 (CD98)
READ a first time

PUBLIC HEARING held

READ a second time

READ a third time

Certified a true copy of "Rezoning Bylaw 1346 (Bylaw 8197)" 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
The Corporation of the District of North Vancouver

Bylaw 8198

A bylaw to enter into a Housing Agreement (858, 854 + Lot 5 Orwell St. and 855 Premier St.)

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 8198, 2016 (858, 854 + Lot 5 Orwell St. and 855 Premier St.)."

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 Brody Development (Continuum) GP Ltd. (Inc. No. BC1053465) substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands:

a) 007-637-713 Lot H Bl 3 DL 612 Plan 15643
b) 013-832-565 Lot 4 Bl 3 DL 612 Plan 2377
c) 025-885-545 Lot 5 Bl 3 DL 612 Gp 1 NWD Plan 2377
d) 013-832-654 Lot 21 Bl 3 DL 612 Plan 2377

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 8198

SECTION 219 COVENANT – HOUSING AGREEMENT

This agreement is dated for reference the ___ day of ____________, 20___

BETWEEN:

BRODY DEVELOPMENT (CONTINUUM) GP LTD. (Inc. No. BC1053465), 1060 West 14th Street, North Vancouver, BC V7P 3P3

(the “Developer”)  

AND:

THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER, a municipality incorporated under the Local Government Act, RSBC 2015, c.1 and having its office at 355 West Queens Road, North Vancouver, BC V7N 4N5

(the “District”)  

WHEREAS:

1. The Developer is the registered owner of the Lands (as hereinafter defined);  
2. The Developer wishes to obtain development permissions with respect to the Lands and wishes to create a condominium development which will contain residential strata units on the Lands;  
3. Section 483 of the Local Government Act authorises the District, by bylaw, to enter into a housing agreement to provide for the prevention of rental restrictions on housing, and provides for the contents of the agreement; and  
4. Section 219 of the Land Title Act (British Columbia) permits the registration in favour of the District of a covenant of a negative or positive nature relating to the use of land or a building thereon, or providing that land is to be built on in accordance with the covenant, or providing that land is not to be built on except in accordance with the covenant, or providing that land is not to be subdivided except in accordance with the covenant;

NOW THEREFORE in consideration of the mutual promises contained in it, and in consideration of the payment of $1.00 by the District to the Developer (the receipt and sufficiency of which are hereby acknowledged by the Developer), the parties covenant and agree with each other as follows, as a housing agreement under Section 483 of the Local Government Act, as a contract and a deed under seal between the parties, and as a covenant under Section 219 of the Land Title Act, and the Developer hereby further covenants and agrees that neither the Lands nor any building constructed thereon shall be used or built on except in accordance with this Agreement:

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1. **DEFINITIONS**

1.01 Definitions

In this agreement:

(a) "Lands" means land described in Item 2 of the Land Title Act Form C to which this agreement is attached;

(b) "Owner" means the Developer 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 on the Lands;

(d) "Short Term Rentals" means any rental of a Unit for any period less than 30 days;

(e) "Strata Corporation" means the strata corporation formed upon the deposit of a plan to strata subdivide the Proposed Development pursuant to the Strata Property Act;

(f) "Unit" means a residential dwelling strata unit in the Proposed Development; and

(g) "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 8198 and remain in effect until terminated by the District as set out in this Agreement.

3. **RENTAL ACCOMODATION**

3.01 Rental Disclosure Statement

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

(a) before the first Unit is offered for sale, or conveyed to a purchaser without being offered for sale, filed with the Superintendent of Real Estate a rental disclosure statement in the prescribed form (the "Rental Disclosure Statement") designating all of the Units as rental strata lots and imposing at least a 99 year rental period in relation to all of the Units pursuant to the Strata Property Act (or any successor or replacement legislation), except in relation to Short Term Rentals and, for greater certainty, stipulating specifically that the 99 year rental restriction does not apply to a Strata Corporation bylaw prohibiting or restricting Short Term Rentals; and

(b) given a copy of the Rental Disclosure Statement to each prospective purchaser of any Unit before the prospective purchaser enters into an agreement to purchase in respect of the Unit. For the purposes of this paragraph 3.01(b), the Owner is deemed to have
given a copy of the Rental Disclosure Statement to each prospective purchaser of any Unit in the building if the Owner has included the Rental Disclosure Statement as an exhibit to the disclosure statement for the Proposed Development prepared by the Owner pursuant to the Real Estate Development Marketing Act.

3.02 Rental Accommodation

The Units constructed on the Lands from time to time may always be used to provide rental accommodation as the Owner or a Unit Owner may choose from time to time, except that this section 3.02 does not apply to Short Term Rentals which may be restricted by the Strata Corporation to the full extent permitted by law.

3.03 Binding on Strata Corporation

This agreement shall be binding upon all Strata Corporations created by the subdivision of the Lands or any part thereof (including the Units) pursuant to the Strata Property Act, and upon all Unit Owners.

3.04 Strata Bylaw Invalid

Any Strata Corporation bylaw which prevents, restricts or abridges the right to use any of the Units as rental accommodations (other than Short Term Rentals) shall have no force or effect.

3.05 No Bylaw

The Strata Corporation shall not pass any bylaws preventing, restricting or abridging the use of the Lands, the Proposed Development or the Units contained therein from time to time as rental accommodation (other than Short Term Rentals).

3.06 Vote

No Unit Owner, nor any tenant or mortgagee thereof, shall vote for any Strata Corporation bylaw purporting to prevent, restrict or abridge the use of the Lands, the Proposed Development or the Units contained therein from time to time as rental accommodation (other than Short Term Rentals).

3.07 Notice

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

3.08 Release of Covenant [optional clause]

The District agrees that if the District of North Vancouver Rezoning Bylaw 3210 (Bylaw 8179), is not adopted by the District’s Council before (date), the Owner is entitled to require the District to execute and deliver to the Owner a discharge, in registrable form, of this Agreement from
title to the Land. The Owner is responsible for the preparation of the discharge under this section and for the cost of registration at the Land Title Office.

4. DEFAULT AND REMEDIES

4.01 Notice of Default

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

4.02 Costs

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

4.03 Damages an Inadequate Remedy

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

4.04 Equitable Remedies

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

4.05 No Penalty or Forfeiture

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

4.06 Cumulative Remedies

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

5.01 **Indemnity**

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

5.02 **Release**

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

5.03 **Survival**

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

6. **GENERAL PROVISIONS**

6.01 **District’s Power Unaffected**

Nothing in this Agreement:

(a) affects or limits any discretion, rights, powers, duties or obligations of the District under any enactment or at common law, including in relation to the use or subdivision of land;

(b) affects or limits any enactment relating to the use of the Lands or any condition contained in any approval including any development permit concerning the development of the Lands; or

(c) relieves the Owner from complying with any enactment, including the District’s bylaws in relation to the use of the Lands.
6.02 Agreement for Benefit of District Only

The Owner and District agree that:

(a) this Agreement is entered into only for the benefit of the District:

(b) this Agreement is not intended to protect the interests of the Owner, any Unit Owner, any occupant of any Unit or any future owner, occupier or user of any part of the Proposed Development, including any Unit, or the interests of any third party, and the District has no obligation to anyone to enforce the terms of this Agreement; and

(c) The District may at any time terminate this Agreement, in whole or in part, and execute a release and discharge of this Agreement in respect of the Proposed Development or any Unit therein, without liability to anyone for doing so.

6.03 Agreement Runs With the Lands

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

6.04 Release

The covenants and agreements on the part of the Owner and any Unit Owner and herein set forth in this Agreement have been made by the Owner and any Unit Owner as contractual obligations as well as being made pursuant to Section 483 of the Local Government Act (British Columbia) and as such will be binding on the Owner and any Unit Owner, except that neither the Owner nor any Unit Owner shall be liable for any default in the performance or observance of this Agreement occurring after such party ceases to own the Lands or a Unit as the case may be.

6.05 Priority of This Agreement

The Owner will, at its expense, do or cause to be done all acts reasonably necessary to ensure this Agreement is registered against the title to each Unit in the Proposed Development, including any amendments to this Agreement as may be required by the Land Title Office or the District to effect such registration.

6.06 Agreement to Have Effect as Deed

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

6.07 Waiver

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

6.08 **Time**

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

6.09 **Validity of Provisions**

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

6.10 **Extent of Obligations and Costs**

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

6.11 **Notices**

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

If to the District:

District Municipal Hall  
355 West Queens Road  
North Vancouver, BC  V7N 4N5  
Attention: Planning Department

If to the Owner:

If to the Unit Owner:

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

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

6.12 Further Assurances

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

6.13 Enuring Effect

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

7. INTERPRETATION

7.01 References

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

7.02 Construction

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

7.03 No Limitation

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

7.04 Terms Mandatory

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

7.05 Statutes

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

(d) This is the entire agreement between the District and the Owner concerning its subject, and there are no warranties, representations, conditions or collateral agreements relating to this Agreement, except as included in this Agreement.

(e) This Agreement may be amended only by a document executed by the parties to this Agreement and by bylaw, such amendment to be effective only upon adoption by District Council of a bylaw to amend Bylaw 8198.

7.07 **Governing Law**

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

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

WHEREAS _______________ (the “Chargeholder”) is the holder of the following charge which is registered in the Land Title Office:

(a) ___________________(the “Charge”);

AND WHEREAS the Chargeholder agrees to allow the Section 219 Covenant herein to have priority over the Charge;

THIS PRIORITY AGREEMENT is evidence that in consideration of the sum of $1.00 paid by THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER (the “District”) to the Chargeholder, the receipt and sufficiency of which are hereby acknowledged, the Chargeholder covenants and agrees to subordinate and postpone all its rights, title and interest in and to the lands described in the Form C to which this Agreement is attached (the “Lands”) with the intent and with the effect that the interests of the District rank ahead of the Charge as though the Section 219 Covenant herein had been executed, delivered and registered against title to the Lands before registration of the Charge.

As evidence of its Agreement to be bound by the above terms, as a contract and as a deed executed and delivered under seal, the Chargeholder has executed the Form C to which this Agreement is attached and which forms part of this Agreement.
PUBLIC HEARING
854, 858 & Lot 5 Orwell Street and 855 Premier Street
23 Unit Townhouse Development

What: A Public Hearing for Bylaw 8197, a proposed amendment to the Zoning Bylaw to permit the development of a three storey, twenty-three unit townhouse at 854, 858 & Lot 5 Orwell Street and 855 Premier Street.

When: 7 pm, Tuesday, January 31, 2017

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

What changes?
Bylaw 8197 proposes to amend the District’s Zoning Bylaw by creating a new Comprehensive Development Zone 98 (CD98) and rezone the subject site from Residential Single Family 7200 Zone (RS3) to CD98 to allow the development of a three storey, twenty-three unit townhouse. The CD98 Zone addresses use, density, amenities, setbacks, site coverage, building height, landscaping and parking.

When can I speak?
We welcome your input Tuesday, January 31, 2017, at 7 pm. You can speak in person by signing up at the hearing, or you can provide a written submission to the Municipal Clerk at input@dnv.org or by mail to Municipal Clerk, District of North Vancouver, 355 West Queens Road, North Vancouver, BC, V7N 4N5, before the conclusion of the hearing.

Please note that Council may not receive further submissions from the public concerning this application after the conclusion of the public hearing.

Need more info?
Relevant background material and copies of the bylaw are available for review at the Municipal Clerk’s Office or online at dnv.org/public_hearing from January 16 to January 31. Office hours are Monday to Friday 8 am to 4:30 pm, except statutory holidays.

Who can I speak to?
Tamsin Guppy, Community Planner, at 604-990-2391 or guppyt@dnv.org

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