

AGENDA

PUBLIC HEARING

Tuesday, May 15, 2018

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

THIS PAGE LEFT BLANK INTENTIONALLY

PUBLIC HEARING

**7:00 p.m.
Tuesday, May 15, 2018
Municipal Hall, Council Chambers
355 West Queens Road, North Vancouver**

AGENDA

**1200-1259 Emery Place
411 Unit Residential Development**

1. OPENING BY THE MAYOR

2. INTRODUCTION OF BYLAW BY CLERK

District of North Vancouver Rezoning Bylaw 1373 (Bylaw 8304)

Purpose of Bylaw:

Bylaw 8304 proposes to amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 115 (CD115) and rezone the subject site from Multi-Family Residential Zone 2 (RM2) to CD115. The CD115 Zone addresses use and accessory uses, density, setbacks, building height, building and site coverage, landscaping and storm water management and parking.

3. PRESENTATION BY STAFF

Presentation: Casey Peters, Development Planner

4. PRESENTATION BY APPLICANT

Presentation: Mosaic Homes

5. REPRESENTATIONS FROM THE PUBLIC

6. QUESTIONS FROM COUNCIL

7. COUNCIL RESOLUTION

Recommendation:

THAT the May 15, 2018 Public Hearing be closed;

AND THAT "District of North Vancouver Rezoning Bylaw 1373 (Bylaw 8304)" be returned to Council for further consideration.

8. CLOSING

THIS PAGE LEFT BLANK INTENTIONALLY

The Corporation of the District of North Vancouver

Bylaw 8304

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

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

1. Citation

This bylaw may be cited as “District of North Vancouver Rezoning Bylaw 1373 (Bylaw 8304)”.

2. Amendments

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

(a) Part 2A, Definitions is amended by adding CD115 to the list of zones that Part 2A applies to.

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

“Comprehensive Development Zone CD115 CD115”

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

“4B115 Comprehensive Development Zone 115 CD 115

The CD 115 zone is applied to:

Lot 22 Block W District Lot 2022 Plan 12301 (PID: 005-213-266)

4B 115 – 1 Intent

The purpose of the CD 115 Zone is to permit a multi-family residential development in a mix of housing forms.

4B 115 – 2 Permitted Uses:

The following *principal* uses shall be permitted in the CD 115 Zone:

a) Uses Permitted Without Conditions:

Not applicable.

b) Conditional Uses:

The following *principal* use is permitted when the conditions outlined in Section 4B 115-3 Conditions of Use, are met:

Residential use.

4B 115 - 3 Conditions of Use

- a) **All conditional uses:** All uses of land, buildings and structures are only permitted when the following condition of use is met:
- i) Each dwelling unit has access to private or semi-private outdoor space; and
 - ii) Balcony enclosures are not permitted.

4B 115 - 4 Accessory Use

- a) *Accessory uses* customarily ancillary to the principal uses are permitted.
- b) *Home occupations* are permitted in *residential* dwelling units.

4B 115 – 5 Density

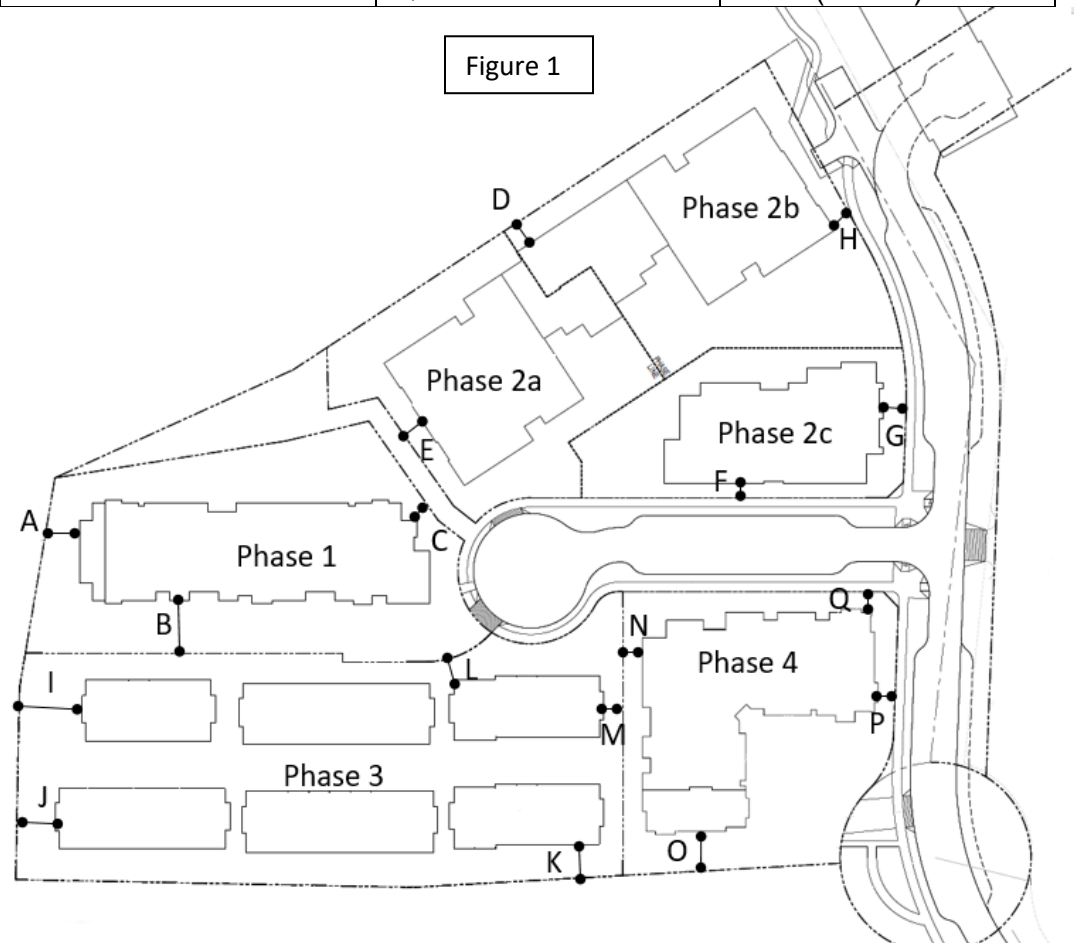
- a) In the CD115 Zone the floor space ratio shall be a maximum of 6,900m² (74,273 sq ft) and the maximum number of dwelling units shall be 85 units.
- b) Despite Section 4B115-5(a) the maximum gross floor area for residential uses shall be 32,500m² (349,839 sq ft) and the maximum number of dwelling units shall be increased to a total of 305 dwelling units if the following condition is met:
- i. \$5,000,000 is contributed to the municipality to be used for any of the following amenities (with allocation and timing of expenditure to be determined by the municipality in its sole discretion).
 - i. The provision or enhancement of public facilities;
 - ii. Improvements to public parks, plazas, trails and greenways;
 - iii. Playgrounds;
 - iv. Public art and other beautification projects; and
 - v. Affordable or special needs housing.

- c) Despite Section 4B115-5(b) the maximum gross floor area for residential uses shall be 38,545m² (414,909 sq ft) and the maximum number of dwelling units shall be increased to a total of 355 dwelling units if the following condition is met:
 - i. \$1,500,000 is contributed to the municipality to be used for any of the amenities listed in 4B115-5 (b) (i) (with allocation and timing of expenditure to be determined by the municipality in its sole discretion).
- d) Despite Section 4B115-5(c) the maximum gross floor area for residential uses shall be 44,485m² (478,848 sq ft) and the maximum number of dwelling units shall be increased to a total of 415 dwelling units if the following condition is met:
 - i. \$1,400,000 is contributed to the municipality to be used for any of the amenities listed in 4B115-5 (b) (i) (with allocation and timing of expenditure to be determined by the municipality in its sole discretion).
- e) The cumulative development in the CD 115 Zone shall not exceed 44,485m² (478,848 sq ft) *gross floor area*.
- f) For the purpose of calculating *gross floor area* the following are exempted:
 - i. Any areas completely below natural and finished grade including but not limited to parking, storage, and amenity spaces;
 - ii. Exterior balconies;
 - iii. Rental office in the building on Lot 1 up to a maximum of 45m² (485 sq ft);
 - iv. At-grade amenity spaces up to a maximum of 74m² (800sq ft) on Lot 1 and 93m² (1,000sq ft) on Lot 3.
- g) Balcony enclosures are not permitted.

4B 115 – 7 Setbacks

- a) Buildings shall be set back from property lines to the closest building face, excluding any partially exposed underground parking structure, window wells, balcony columns, alcove projections or projecting balconies, said projecting balconies not to exceed 2m (6.5 ft) as established by development permit and in accordance with “Table 1” and “Figure 1”:

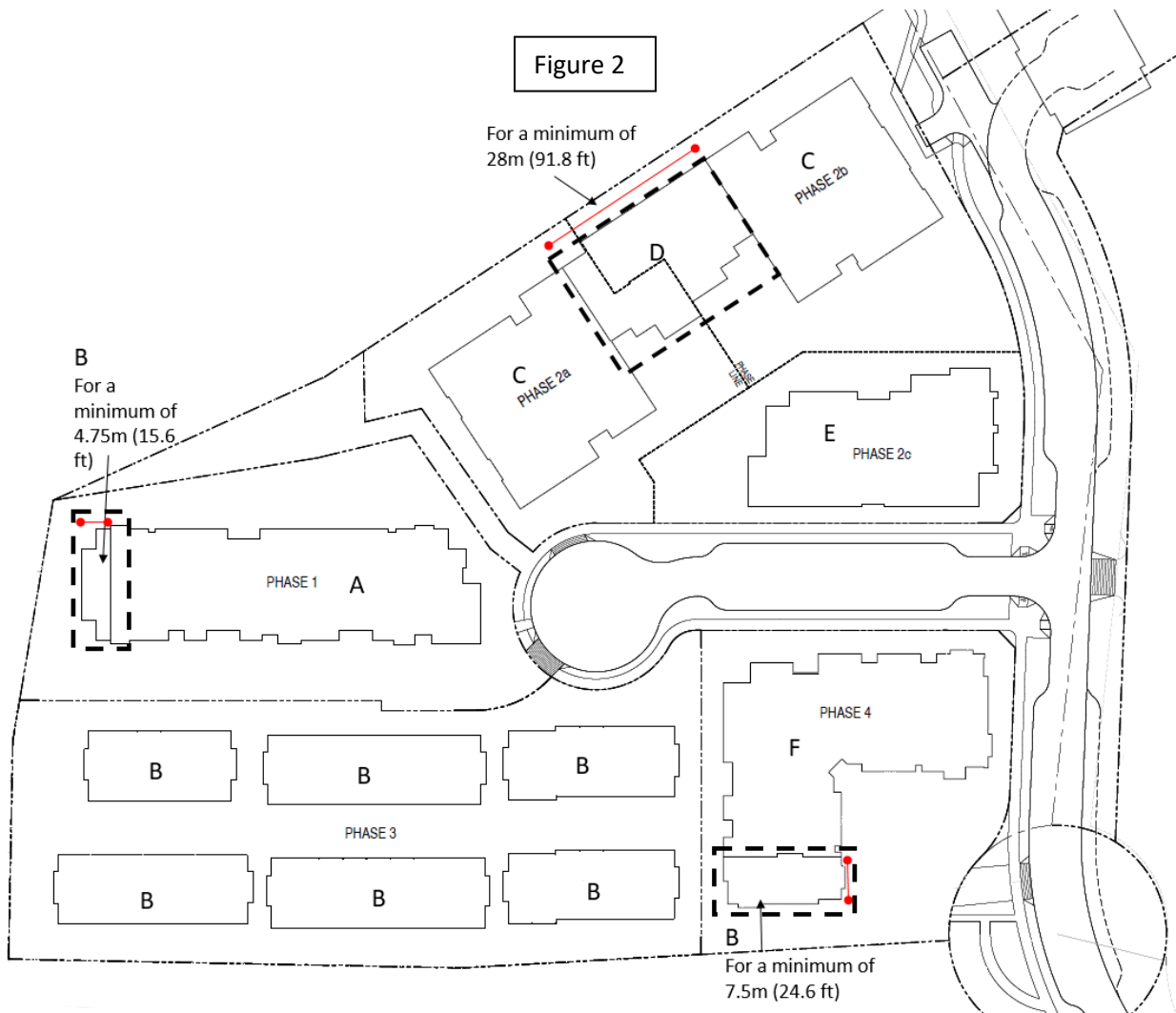
Table 1		
	Setback Identifier	Minimum setback
Phase 1	A	6.0m (19.7 ft)
	B	8.9m (29.2 ft)
	C	3.4m (11.2 ft)
Phase 2 a, b, and c	D	4.5m (14.7 ft)
	E	3.8m (12.5 ft)
	F	3.5m (11.5 ft)
	G	3.8m (12.5 ft)
	H	3.7m (12.1 ft)
Phase 3	I	12.0m (39.4 ft)
	J	7.2m (23.6 ft)
	K	6.0m (19.7 ft)
	L	4.1m (13.5 ft)
	M	3.7m (12.1 ft)
Phase 4	N	3.7m (12.1 ft)
	O	7.2m (23.6 ft)
	P	3.2m (10.5 ft)
	Q	3.2m (10.5 ft)



4B115 – 8 Height

- a) The maximum permitted height for any building in the CD 115 Zone, shall be regulated as follows, with specific building height provisions based on “Table 2” and “Figure 2”:

Table 2		
Area	Storeys	Height
A	6	25m (82.0 ft)
B	3	13m (42.7 ft)
C	12	42m (137.8 ft)
D	4	15m (49.2 ft)
E	8	32m (105.0 ft)
F	5	22m (72.2 ft)



- b) For the purpose of measuring building *height*, the rules set out in the definition of *height* in Part 2 of this Bylaw apply, except that *height* will be measured to from the *finished grade*.

- c) In addition to Part 4 General Regulations, Section 407 Height Exceptions, the following height exceptions shall apply in the CD 115 zone: garden trellis, elevator penthouses, heating, cooling, ventilation and other mechanical equipment required for building operations are permitted above the maximum height limit, provided they are completely screened and integrated into the building's design and do not extend more than 5.0 metres (16.4 feet) above the highest point of any roof surface.

4B 115 - 8 Coverage

- a) Building Coverage: The maximum building coverage is 60%.
- b) Site Coverage: The maximum site coverage is 65%.

4B 115 - 10 Landscaping and Storm Water Management

- 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.

4B 115 - 10 Parking, Loading and Servicing Regulations

- a) Parking and loading are required as follows:

Use	Minimum Parking Requirement	Maximum Parking Requirement
<i>Residential</i> dwelling unit in a mid rise, low rise, or high rise building	1.4 space/ unit	1.65 space/ unit
<i>Residential</i> townhouse dwelling unit	1.5 space/ unit	1.5 space/ unit
<i>Residential</i> rental dwelling units in an entirely rental building	0.75 space/ unit	1.3 space/ unit
<i>Residential</i> Visitor Parking	0.1 space / unit	0.1 space / unit

- b) Bicycle storage for residents shall be provided on the basis of one space per unit.
- c) Except as specifically provided in 4B115-10 (a) and (b) Parking and Loading shall be provided in accordance with Part 10 of this Bylaw.”
- (d) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from the Multiple Family Residential Zone 2 (RM2) to Comprehensive Development Zone CD 115.
- (a) The Siting Area Map section is amended by deleting Plan Section R/14 and replacing it with the revised Plan Section R/14 attached in Schedule B.

READ a first time April 16th, 2018

PUBLIC HEARING held

READ a second time

READ a third time

Certified a true copy of “Bylaw 8304” as at Third Reading

Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure on

ADOPTED

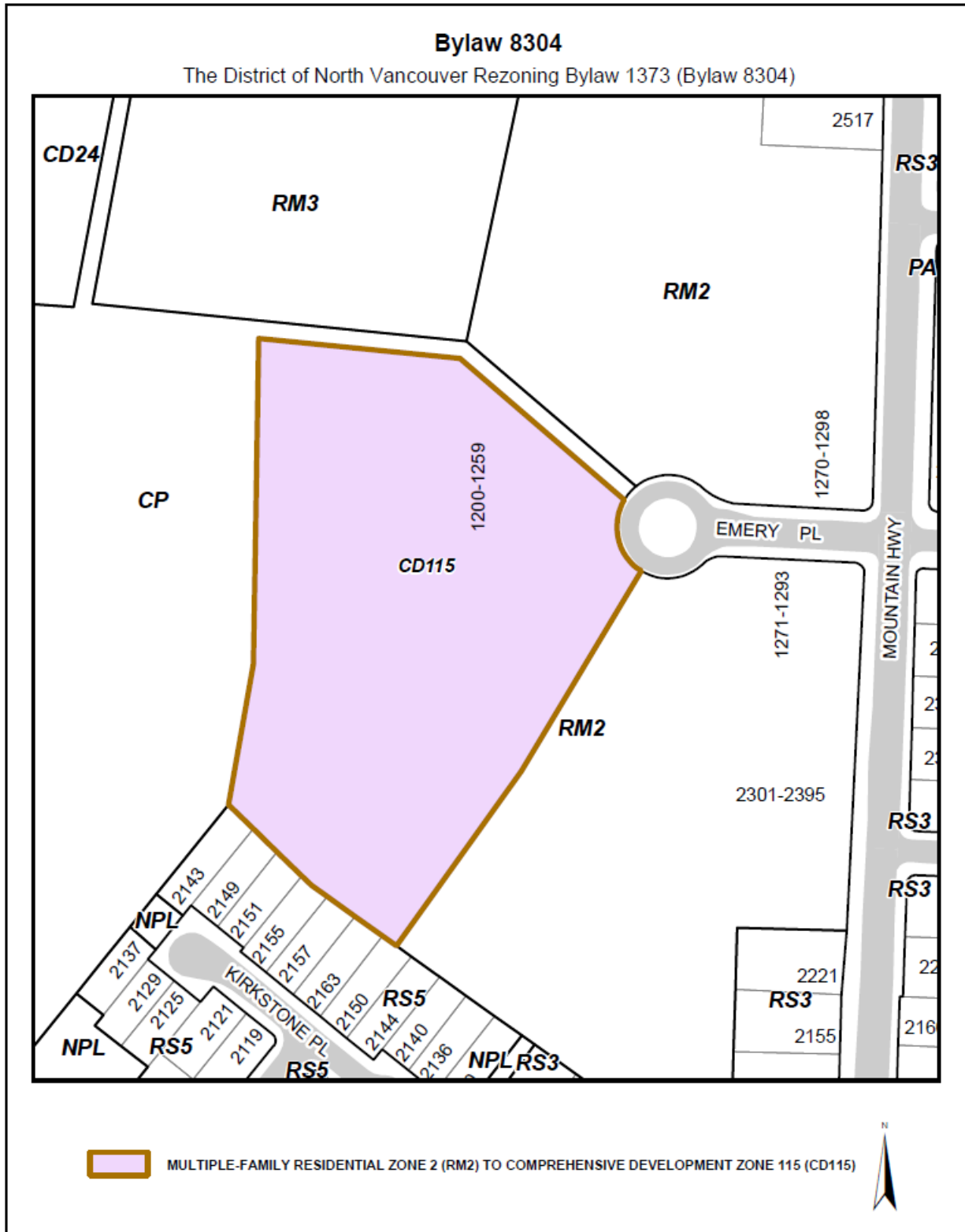
Mayor

Municipal Clerk

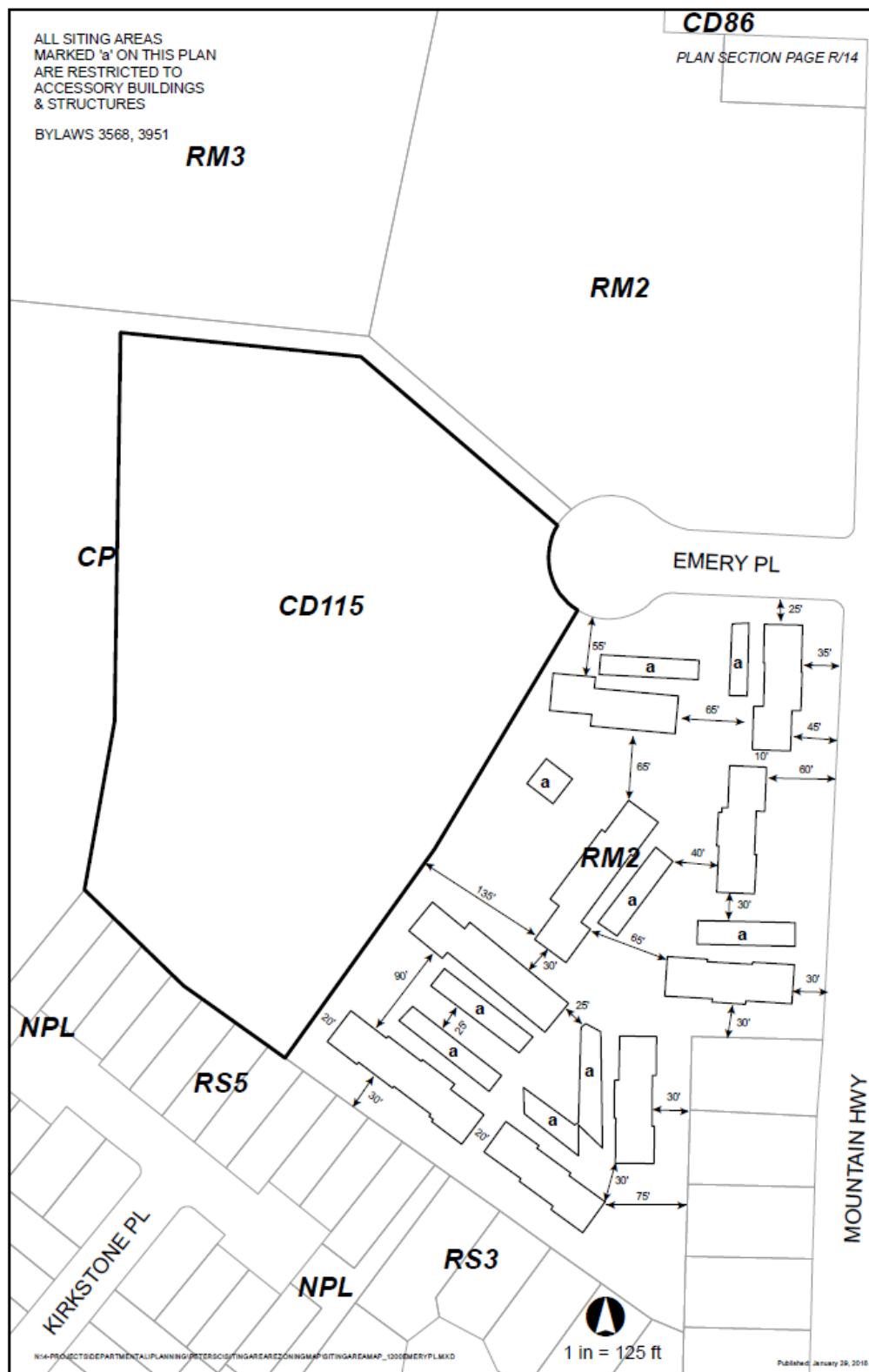
Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8304



Schedule B to Bylaw 8304



AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>April 16, 2018</u>
<input type="checkbox"/> Other:	Date: _____



The District of North Vancouver REPORT TO COUNCIL

April 9, 2018
File: 08.3060.20/039.17

AUTHOR: Casey Peters, Development Planner

SUBJECT: Bylaws 8304, 8305, and 8306: Rezoning and Housing Agreement Bylaws for a Residential Development at 1200-1259 Emery Place

RECOMMENDATION

THAT the "District of North Vancouver Rezoning Bylaw 1373 (Bylaw 8304)" to rezone the subject site from Multifamily Residential Zone 2 (RM2) to Comprehensive Development Zone 115 (CD115) be given FIRST reading;

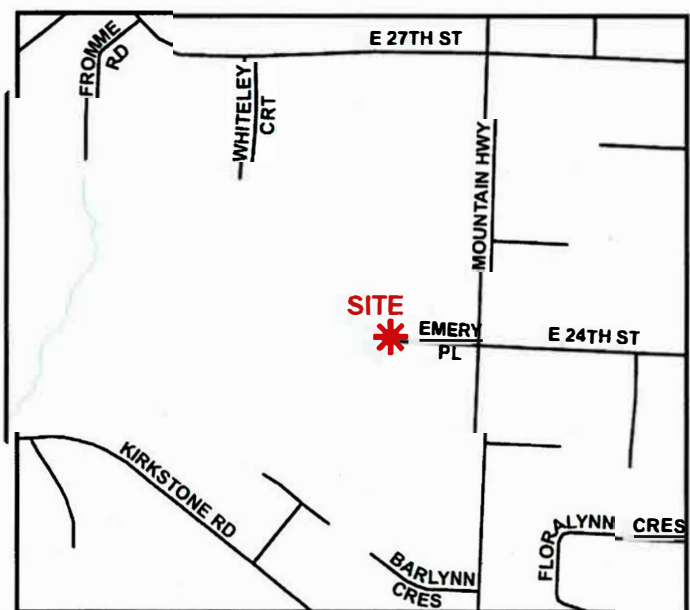
THAT "District of North Vancouver Housing Agreement Bylaw 8305", which authorizes a Housing Agreement to prevent future rental restrictions on the subject property, be given FIRST Reading;

THAT "District of North Vancouver Housing Agreement Bylaw 8306", which authorizes a Housing Agreement to secure the rental housing in perpetuity and to secure the affordable rental units on the subject property, be given FIRST Reading;

AND THAT "District of North Vancouver Rezoning Bylaw 1373 (Bylaw 8304)", be referred to a Public Hearing.

REASON FOR REPORT

The applicant proposes to redevelop the existing multifamily site as a 411 unit residential development comprising of



SUBJECT: Bylaws 8304, 8305, and 8306: Rezoning and Housing Agreement Bylaws for a Residential Development at 1200-1259 Emery Place

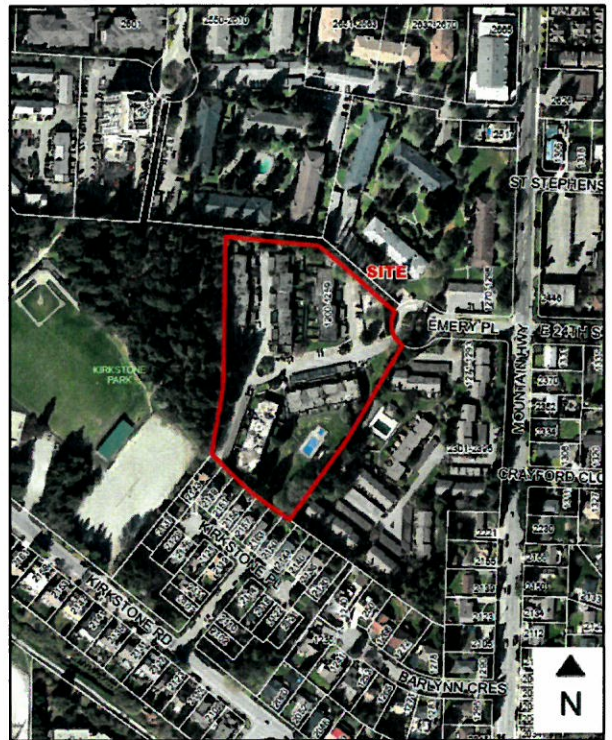
April 9, 2018

Page 2

two 12 storey buildings, one eight storey building, one six storey rental building (which steps to three storeys), one five storey building and townhouse units.

The project includes a number of benefits to the community including:

- Creation of new market rental and affordable rental units;
- Provision of \$11.9 million in Community Amenity Contributions;
- Construction of a required sanitary extension to address capacity issues with the existing network in Lynn Valley;
- Trail improvements in Kirkstone Park;
- Land dedication to facilitate the future road network and for park expansion; and
- Creation of a new path to Kirkstone Park from the new cul-de-sac and a replacement path connecting Emery Place to Kirkstone Park. These new paths will be designed to be pedestrian friendly and improve safety concerns including the use of CPTED measures (crime prevention through environmental design).



Implementation of the project requires Council's consideration of:

- Bylaw 8304 to rezone the subject property;
- Bylaw 8305 to authorize a housing agreement to ensure all future strata owners are eligible to rent their units;
- Bylaw 8306 to secure the market rental and affordable rental units; and
- Issuance of a development permit.

The Rezoning Bylaw and Housing Agreement Bylaws are recommended for introduction and the rezoning bylaw is recommended for referral to a Public Hearing. A development permit will be forwarded to Council for consideration if the rezoning proceeds.

A portion of Kirkstone Park was identified in the Official Community Plan (OCP) and the Lynn Valley Flexible Planning Framework as part of the future road network. An Alternative Approval Process was used and the results of the AAP are provided in a separate report on the April 16, 2018 regular Council agenda.

Existing site:

The site is 20,482.1m² or 5.06 acres and is currently occupied by 61 rental apartments in ground oriented housing form. Access to the site is from one driveway from Emery Place. Existing single

family lots are located to the south and existing multi-family developments to the east and north. Kirkstone Park is located to the west, plus a trail to the north.

EXISTING POLICY

Official Community Plan

The Official Community Plan (OCP) designates the site as RES Level 6: Medium Density Apartment which envisions apartments at a density of up to approximately 2.5 FSR. The proposed density is approximately 2.17 FSR and the use and density comply with the OCP.

The proposal supports the OCP goal to “encourage and enable a diverse mix of housing type, tenure and affordability to accommodate the lifestyles and needs of people at all stages of life.”

The Lynn Valley Town Centre Flexible Planning Framework envisions the site as 8 stories in the northwest area (12 stories considered on a case-by-case basis), 5 stories in the centre of the site and 3 stories on the south and east edges of the site.

The image below includes a site plan and indicates the proposed heights for each building.

The project includes a six storey rental building in the location identified for five storeys. This increased height allows for additional non-market units on the site. The District’s Rental and Affordable Housing Strategy supports consideration of additional height and density on a case by case basis to facilitate the provision of affordable housing.



Lynn Valley Flexible Planning Framework



The Lynn Valley Flexible Planning Framework indicates buildings may be up to 12 storeys on a case by case basis, provided specific criteria are met. The table below includes a review of each criteria.

Criteria from Framework	Proposal
Building design is reflective of a mountain village character	Staff and the Advisory Design Panel have reviewed the building design and believe that this has been addressed by the proposal
Demonstrated design excellence	Staff and the Advisory Design Panel have reviewed this and believe that this has been addressed by the proposal
Retention of key public vistas to the mountains	It is noted that the subject site is not located within an identified view corridor
Community amenity contribution and open space provision	The project will be contributing a CAC of \$11.9 million along with on-site non-market rental units and improvements to trails within Kirkstone Park. The proposal will dedicate land to Kirkstone Park. Open space is included on the site including a playground, picnic area, courtyard, and garden walk.
Demonstrated community support	The Public Information Meeting indicated general support for the proposal and particularly the rental units.
Transportation and infrastructure improvements	The project will contribute new roads, a new pathway to Kirkstone Park, and an upgrade to the sanitary main.

SUBJECT: Bylaws 8304, 8305, and 8306: Rezoning and Housing Agreement Bylaws for a Residential Development at 1200-1259 Emery Place

April 9, 2018

Page 5

Exemplary sustainability measures	The project will be required to meet Step 3 of the BC Step Code and will be required to address the DP guidelines for Energy and Water Conservation and GHG Emission Reduction.
-----------------------------------	---

Zoning

The subject property is currently zoned Multifamily Residential Zone 2 (RM2) and rezoning is required to accommodate the proposal. Bylaw 8304 proposes to create a new Comprehensive Development Zone 115 (CD 115) tailored specifically to this site which prescribes permitted uses and zoning provisions such as a maximum density, height, setbacks, and parking requirements.



ANALYSIS:

Proposal:

The proposal includes in 411 homes to be built in four phases. No commercial space is proposed.

Phase 1: 84 units

- Six storey wood frame rental building stepping to three stores adjacent to single family

Phase 2: 220 units

- Two 12 storey concrete buildings connected by a four storey podium and an eight storey concrete building

Phase 3: 46 units

- Three storey Townhouse units (all three bedroom)

Phase 4: 61 units

- Five storey wood frame apartment

SUBJECT: Bylaws 8304, 8305, and 8306: Rezoning and Housing Agreement Bylaws for a Residential Development at 1200-1259 Emery Place

April 9, 2018

Page 6

The unit mix is outlined in the table below and will be secured in the Development Covenant:

	1 bed	2 bed	3 bed	4 bed	Total
Strata	70	143	114	0	327
Market Rental	22	12	6	2	42
Affordable Rental	17	10	12	3	42
Total:	109	165	132	5	411



Phases 1-4:

The following sections describe each phase of the project.

Phase one – Rental building

Phase one includes a six storey rental building (stepping down to three storeys adjacent to the single family properties to the south) located at the south west corner of the site. The building includes 84 rental units of which 42 are market rental and 42 are non-market rental. The rental building will be secured in perpetuity in the Housing Agreement attached to Bylaw 8306.

SUBJECT: Bylaws 8304, 8305, and 8306: Rezoning and Housing Agreement Bylaws for a Residential Development at 1200-1259 Emery Place

April 9, 2018

Page 7



View of entrance to rental building and new path to Kirkstone Park

The rental building includes the following unit mix:

	1 bed	2 bed	3 bed	4 bed	Total
Market rental units	22	12	6	2	42
Number of 85% of market rent units	10	5	7	1	23
Number of 75% of market rent units	7	5	5	2	19
Total:	39	22	18	5	84

The unit mix for the rental building was informed in part by the needs of the existing Emery Village tenants.

The non-market rental units include 23 units to be rented at 85% of market rents and 19 units rented at 75% of market rents. The table below identifies the rates established as “market” and “non-market” based on 2017 numbers:

SUBJECT: Bylaws 8304, 8305, and 8306: Rezoning and Housing Agreement Bylaws for a Residential Development at 1200-1259 Emery Place

April 9, 2018

Page 8

	1 bed	2 bed	3 bed	4 bed
"Market"	\$1,600	\$2,250	\$2,500	\$2,650
Non-market: 85% of market rents (23 units)	\$1,360	\$1,913	\$2,125	\$2,253
Non-market: 75% of market rents(19 units)	\$1,200	\$1,688	\$1,875	\$1,988

The table below shows the average rents (as of December 2017) for the existing units:

	2 bed (30 existing)	3 bed (21 existing)	4 bed (10 existing)
Average existing rent	\$1,317	\$1,932	\$2,142
Comparison to proposed rents	New non-market rents are higher	Between 75-85% rents	Between 75-85% rents

The Housing Agreement sets an escalation based on the consumer price index to control the amount that the rates of the non-market units can increase. The Housing Agreement also establishes eligibility criteria for tenants such that the maximum income results in 30% of gross income being used for rent.

The proposal has been reviewed against the District's "Rental and Affordable Housing Strategy".

- Goal 1: Expand the supply and diversity of housing
 - The project includes a mix of tenures (ownership and rental) and forms (concrete apartments, wood frame apartments, townhomes)
- Goal 2: Expand the supply of new rental and affordable housing
 - The project increases the number of rental units from 61 existing rental units to 84 rental units including 42 non-market rental units (in perpetuity)
- Goal 3: Encourage the maintenance and retention of existing "affordable" rental
 - The project includes the demolition of existing rental units and a building condition report has been submitted. The report notes that the buildings are nearing the end of their economic life, and that either a full renovation or redevelopment of the properties is required. In either case, (renovation or new construction) all residents would be required to vacate the property.
 - In addition, the project includes replacement rental units and increases the overall number of rental units on the site.
- Goal 4: Enable the replacement of existing rental housing with conditions
 - The project will result in an increase in the number of rental units and staff are supportive of the unit mix and approach to affordability proposed.
- Goal 5: Minimizing Impacts to Tenants
 - A tenant relocation assistance package has been submitted and staff are supportive of the proposed package (discussed in further detail later in this report).
 - A review was completed by staff and a consultant of the opportunity to phase the demolition to allow some of the tenants to remain while the new rental building was

constructed in phase one. The net cost of the phased demolition exceeded \$8,000,000 and would directly impact the CAC. Staff do not support the allocation of this money from the CAC towards phased demolition as the Community Amenity Contribution Policy directs CAC's to offset the impacts of development on the community. The benefit / cost comparison justifies the CAC contribution being directed towards long term amenities for the community given that tenant relocation assistance is offered in this case.

- Goal 6: Partner with other agencies to help deliver affordable housing
 - The applicant proposes to retain ownership of the rental building including the non-market units.

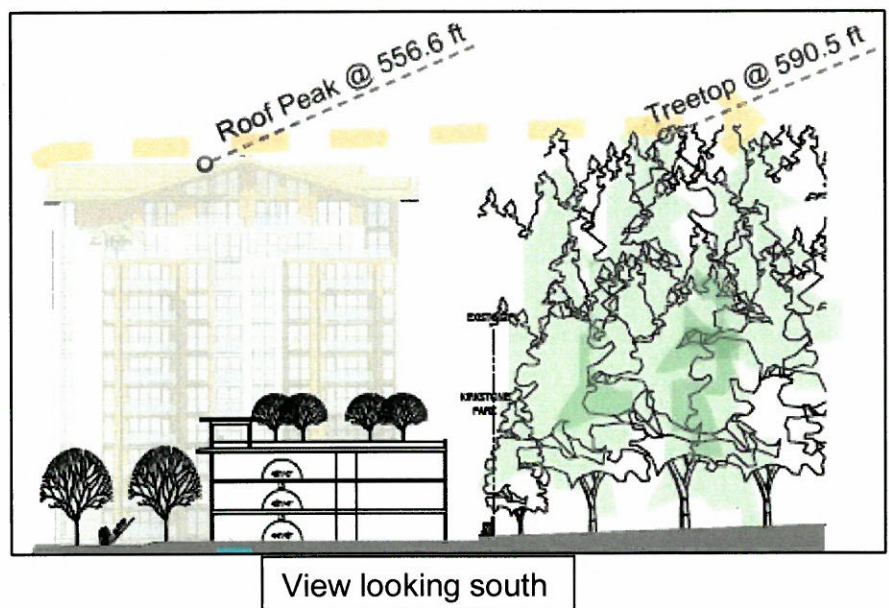
The height of the rental building steps from six stories down to three stories to address the transition between the rental building and the single family lots on Kirkstone Place. Bylaw 8304 requires a minimum setback of 6m (19.7ft) to the building and requires that the height of the building be limited to three storeys for a minimum distance of 4.75m (15.6 ft) before it can increase to six storeys. The sixth floor enables an increase in the number of non-market rental units. Planting will be required in the setback area to screen the building.

Phase 2

Phase two includes 220 strata homes in two 12 storey buildings connected by a four storey podium and one eight storey building all located at the North West portion of the site.

The Lynn Valley Flexible Planning Framework identifies locations where up to 12 storeys can be considered on a case by case basis. This is one of the locations where 12 storey buildings can be considered. Staff are supportive of the 12 storey height.

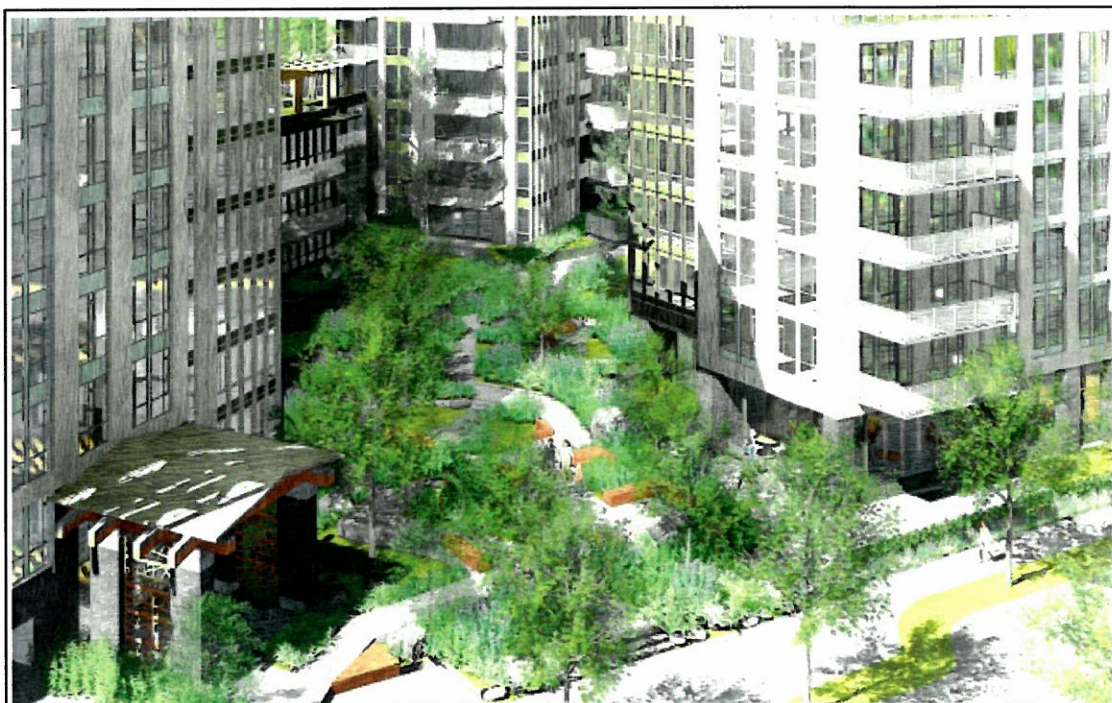
The heights of the trees in Kirkstone Park were measured and the buildings have been designed to be lower than the heights of the existing trees as shown in the adjacent image.



A “garden walk” is proposed in a courtyard space between the buildings in phase 2. This will connect the new Emery Place to the new cul-de-sac with a landscaped path including seating areas.



Looking north west to the 8 and 12 storey buildings and "garden walk"



View of the "garden walk" from the neighbouring apartment

April 9, 2018

Page 11

[illegible]

Phase three includes 46 strata townhouse units in six buildings and is located in the southeast portion of the site.

Units are approximately
131.4m² (1,415 sq ft) in size.



Phase 4

Phase four is a five storey wood frame strata apartment building with 61 units located at the north east portion of the site. The building is designed in an “L-shape” with an outdoor shared courtyard. It steps down three stories to the existing townhouses to the east.



View towards the Phase 5 building from Emery Place

Parking and Bicycle Storage

Bylaw 8304 requires the following resident parking rates per the District’s Policy “Reduced Parking Rates for Multifamily Developments”:

- 0.75 spaces per unit for the rental units;
- 1.4 spaces per unit for the strata apartment units;
- 1.5 spaces per unit for the townhouse units; and
- 0.1 spaces for visitors.

SUBJECT: Bylaws 8304, 8305, and 8306: Rezoning and Housing Agreement Bylaws for a Residential Development at 1200-1259 Emery Place

April 9, 2018

Page 13

This parking rate results in the following minimum parking:

	Resident Parking	Visitor Parking	Total Required	Total Proposed
Rental Building	63	8	71	115
Apartments	394	28	422	430
Townhouses	69	5	74	74
Total:	526	41	567	619

The proposal is providing more parking than the required minimum, however, staff are supportive of the proposed parking rate as the unit mix may adjust slightly with phasing and the Development Covenant will require unsold parking spaces to be turned over to the strata corporation.

In addition, the CD115 bylaw (Bylaw 8304) includes a maximum parking rate that permits a total of 620 parking spaces.

One parkade will be shared for the three buildings in phase 2 and access will be from the new cul-de-sac. The rental building and the townhouses will have separate underground parkades but will share an access ramp which will be located from the new cul-de-sac. The phase 4 access ramp will be located from Emery Place.

Each of the apartment buildings (including the rental building) include bicycle storage rooms in the underground. Storage lockers are also sized to accommodate bicycles. Bicycle storage for the townhouse units will be located within the basement of the units (accessed from the underground parkade).



Visitor bicycles can be parked either in visitor bicycle storage rooms are located in the underground or at-grade bicycle spaces.

SUBJECT: Bylaws 8304, 8305, and 8306: Rezoning and Housing Agreement Bylaws for a Residential Development at 1200-1259 Emery Place

April 9, 2018

Page 14

Emery Place Extension/ Kirkstone Park Alternative Approval Process

The proposal includes an extension of Emery Place to facilitate the future road network for Lynn Valley as shown in the OCP and Lynn Valley Flexible Planning Framework. On January 29, 2018 Council gave three readings to "Park Dedication Removal Bylaw 8303" for a portion of the Kirkstone Park parcel that connects the main park to Emery Place (shown in photo to the right).

This portion of the park totals 821.8m² (8,846.1 sq ft). An Alternative Approval Process (AAP) was selected for obtaining approval of the electors. The deadline to submit the elector response form was on Monday, March 12, 2018 at 4:00 p.m.

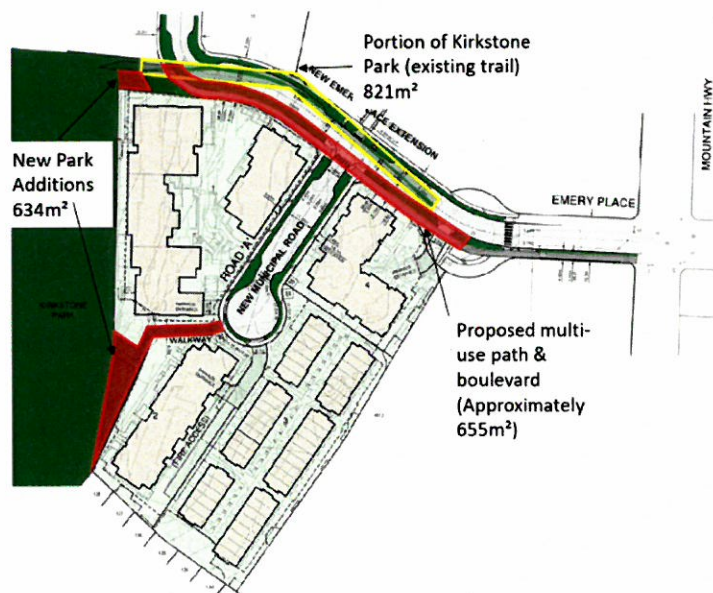
The outcome of the AAP is detailed in the report included in the April 16, 2018 agenda.



Existing path to Kirkstone Park

In response to the AAP, staff and Council received input from some residents. In response to this input:

- The developer identified approximately 1,289m² (13,875 sq ft) of land adjacent to Kirkstone Park that will be contributed to the park through the rezoning including a new pathway and designated as park on the plan of subdivision;
- Staff have proposed a revised design to enhance the connection to Kirkstone Park; and
- A public meeting was held on April 4, 2018 to discuss the AAP and the potential design of the connection to Kirkstone Park. The results are summarized in a separate report on the April 16, 2016 agenda.



The additional land for park (shown on the image above) will include a new path to connect the new cul-de-sac to Kirkstone Park, tree protection areas, and an enhanced entrance to Kirkstone Park at the end of the Emery Place extension.

SUBJECT: Bylaws 8304, 8305, and 8306: Rezoning and Housing Agreement Bylaws for a Residential Development at 1200-1259 Emery Place

April 9, 2018

Page 15

The proposed new road network for Lynn Valley was envisioned with the OCP and Flexible Planning Framework to create an improved grid network. The existing parcels south of E. 27th Street are very large and the proposed network would break up these large lots and provide enhanced connectivity for pedestrians, bicyclists, and motorists.

Community input included concerns regarding the impacts of the new roads on existing residents. One concern was related to the speed of traffic on the new road network. Staff note that there are opportunities for traffic calming measures on these new streets.

The enhanced grid network allows for improved access and shorter walking distances for pedestrians. The proposed network results in short blocks and a vehicle traveling through the streets to the south of E. 27th Street would be required to make a series of turns. The result of this design is that cars will not achieve high speeds as they will only travel a short distance before there is a need to prepare to turn.

Concerns were expressed from residents of Whiteley Court regarding the future road connection (linking Emery Place to Whiteley Court). The future road ("Mountain Gate") will replace the existing private driveway at Mountain Village and is proposed to be placed in the same location. The proposed Mountain Gate new road would connect at the current traffic circle and would be designed to address concerns related to speed of traffic and pedestrian safety. This would be reviewed as a part of any future application on the Mountain Village site and the application review process would include opportunities for public input. Staff note there has not been any application submitted on the Mountain Village property.

The Lynn Valley Public Realm & Design Guidelines provides direction on the design of the future roads. The new roads south of E. 27th Street are identified as "local roads" and are proposed to include a 1.8m sidewalk and 1.5m boulevard.

In response to the input from the community staff proposed that the sidewalk and boulevard on the south side of Emery Place be expanded to 6m to reflect the size of the existing connection. It is anticipated that this 6m section will be dedicated as park rather than road on the subdivision plan. This would result in 821m² removed from District parkland and an addition of approximately 1,289m² for a net increase of approximately 468m².

The community input included a mix of opinions as to whether the connection should be a paved path capable of accommodating bicycles or a more natural path for pedestrians only. Ongoing public input will be sought on this path design.

Another key concern that was raised was safety of the users of the path connection. The current proposal includes a 3m wide planted boulevard between the curb of the driving lane and the pedestrian area. In addition, Staff are proposing a raised crossing be provided at the intersection of

SUBJECT: Bylaws 8304, 8305, and 8306: Rezoning and Housing Agreement Bylaws for a Residential Development at 1200-1259 Emery Place

April 9, 2018

Page 16

Emery Place and the new road. This would encourage vehicles to slow before passing over the path crossing. Additional safety measures will be explored as the design advances.

The tree impacts of the Emery Place extension include the removal of 45 trees (22 District trees and 23 on the Emery Village site). The trees have been surveyed and an arborist report submitted and is summarized in the table below:

Western Red Cedar	17 (7 included in Emery Place hedge row)
Smoke bush	2 (actually very large shrubs)
Red Oak	3
Red Alder	6
Pin Cherry	6
Hemlock	10 (1 dead)
Mountain Ash	1

The size of the trees range from 15cm to 95cm with the average tree size recorded as just over 32cm. The arborist notes that most of the trees are not large or notable.

The future design is proposed to include a significant boulevard between the path and the Emery Place extension. This boulevard is proposed to include replacement trees including native evergreen and deciduous trees. The amount, size, variety, and location of trees and shrubs can be determined through future detailed community design discussions.

Residents also requested a children's play area within Kirkstone Park. The proposed development includes a playground area for future residents of the development site and Parks staff note they are looking at installing a new playground within the park. Bylaw 8304 includes playground as a potential Community Amenity Contribution.

Staff will continue to work with the Lynn Valley Community Association, interested residents, and Mosaic on the design of the Emery Place extension to create a safe and inviting entrance to Kirkstone Park.

Development Permits

The site is currently in the following Development Permit Areas:

- a) Form and Character of Multifamily Housing
- b) Energy and Water Conservation and Greenhouse Gas Emission Reduction

The proposal has been reviewed against the OCP Design Guidelines for Multi-Family Housing and Ground Oriented Housing as well as the Lynn Valley Public Realm Guidelines.

SUBJECT: Bylaws 8304, 8305, and 8306: Rezoning and Housing Agreement Bylaws for a Residential Development at 1200-1259 Emery Place

April 9, 2018

Page 17

Advisory Design Panel

The application was considered by the Advisory Design Panel (ADP) on October 12, 2017 and the Panel recommended approval of the project subject to resolution of the Panel comments. The Panel noted that the proposal had addressed the desire for a “Mountain Village” and believed the natural material elements to be strong choices.

The proposal has also been reviewed against the OCP Design Guidelines for Energy and Water Conservation and Greenhouse Gas Emission Reduction.

A detailed review of development permit issues, outlining the project’s compliance with the applicable development permit guidelines will be provided for Council’s consideration should the application proceed through the rezoning process.

Accessibility

The proposal fulfils the requirements of the Accessible Design Policy for Multifamily Housing as 100% of the apartment units meet the ‘Basic Accessible Design’ criteria and 5% of the apartment units meet the ‘Enhanced Accessible Design’ criteria.

Off-site improvements

In addition to the off-site improvements previously discussed in this report, the project will design and construct approximately 465m of sanitary main replacement to address necessary upgrades for Lynn Valley. The estimated cost of the off-site civil work is \$3.9 million including an estimated \$959,500 for the sanitary main replacement.

The project will also pay Development Cost Charges payable at the applicable rate at the date of Building Permit submission should the rezoning be successful.

Community Amenity Contribution

The District’s Community Amenity Contribution (CAC) Policy outlines expectations for contribution for projects which result in an increase in density. A cash contribution of \$11,900,000 will be included in the proposed CD115 Zone and payment of the CAC will be phased as follows:

- \$5,000,000 (to be paid prior to Zoning Bylaw adoption)
- Phase 2: \$4,000,000
- Phase 3: \$1,500,000
- Phase 4: \$1,400,000
- Total: \$11,900,000

This cash contribution is in addition to the market and non-market rental housing, trail improvements in Kirkstone Park, offsite utility works, and road works. It is anticipated that the CACs from this development will be directed toward the provision or enhancement of public facilities; improvements to public parks, plazas, trails and greenways; public art and other beautification projects; and affordable or special needs housing. Playgrounds has been added as a potential CAC in response to the interest from the community for a new playground in Kirkstone Park.

In accordance with the Public Art Policy a portion of the community amenity contribution will be directed to a public art project. Details of the proposed art have not been resolved but the applicant has committed to working with the District on public art.

Tenant Relocation Assistance

The District's "Residential Tenant Relocation Assistance Policy" applies to rezoning applications that require the demolition of more than four purpose built residential rental units. The existing Emery Village includes 61 existing rental units and the applicant has proposed a compensation package to assist tenants who were living at Emery Village at the date of the rezoning application. There are eight units that are short-term rentals and are not eligible for the compensation package. The applicant has been meeting with current residents since Spring 2016 and have continued to communicate through the application process. A relocation coordinator is working with tenants to share information on rental units as they become available.

There are 53 tenants eligible to receive the compensation package which includes the following:

- 6 months' notice
- 3 months free rent
- \$2,000 moving expense assistance
- Residency bonus based on length of tenure Emery Village
 - \$20/month for 1-5 years
 - \$25/month for 6-10 years
 - \$30/month for 10-15 years
 - \$35/month for over 15 years
- First right to rent in the new Emery Village

The applicant has also committed to not increase the rents for 2018 and have a relocation assistance coordinator to work with tenants on finding new accommodation. In addition, the applicant has committed that 50% of the financial assistance will be paid when the bylaw receives a third reading and the final 50% when the bylaw receives adoption.

The proposed compensation package complies with the District's Policy and this package will be secured in the Development Covenant.

SUBJECT: Bylaws 8304, 8305, and 8306: Rezoning and Housing Agreement Bylaws for a Residential Development at 1200-1259 Emery Place

April 9, 2018

Page 19

Landscaping

A landscape plan has been submitted with the rezoning application showing a children's play area on the development site (located on Phase 1), a "garden walk" (located on Phase 2), a picnic area (located on Phase 4), and a grassy commons area (located between phases 1 and 4). Each of these spaces will be available for use by all residents and this access will be secured in the Development Covenant.



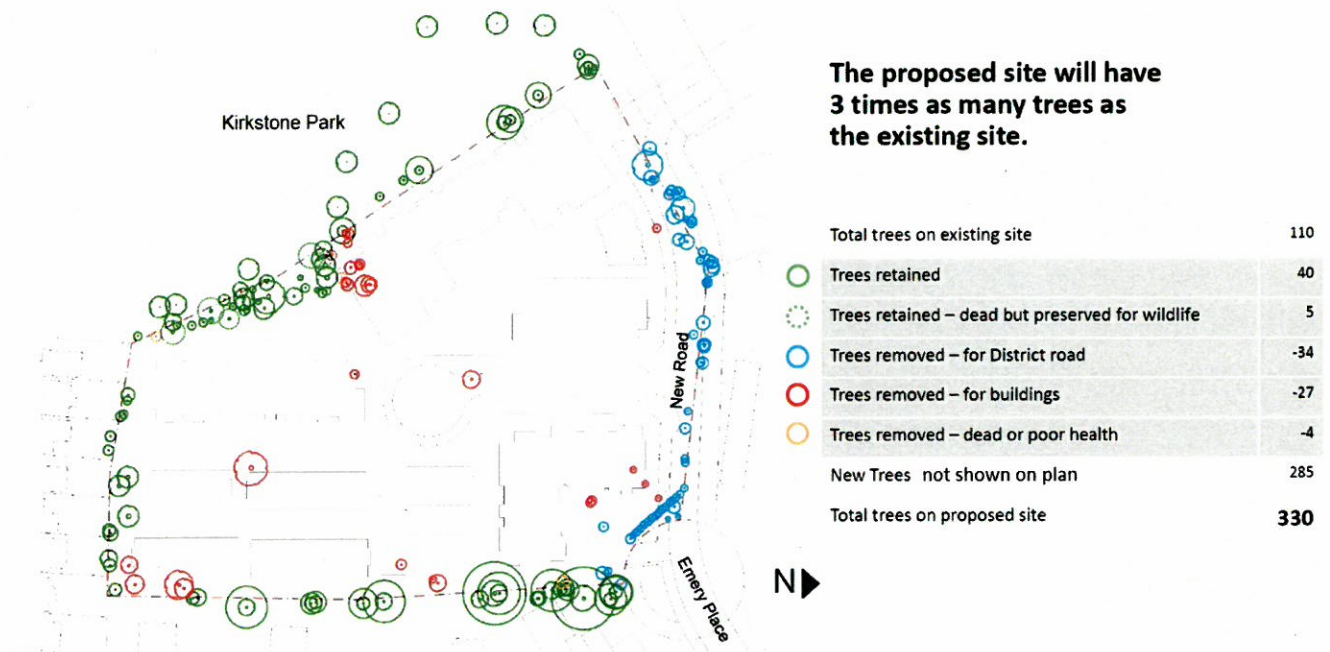
The proposal includes a tree retention plan that protects trees at the perimeter particularly on the south edge (adjacent to single family lots) and the west edge (adjacent to Kirkstone Park). The underground parkades have been pulled back at these locations to protect the root zones and a tree protection covenant will be secured in the Development Covenant. The off-site trees on the multi-family site to the east will also be protected.

The image below summarizes the proposed tree retention, removal, and replanting. The proposal results in a net increase in trees from 110 (existing trees) to 330 (retained and new trees).

SUBJECT: Bylaws 8304, 8305, and 8306: Rezoning and Housing Agreement Bylaws for a Residential Development at 1200-1259 Emery Place

April 9, 2018

Page 20



The landscaping plan includes new planting around the perimeter of the site, between the new buildings, along the new street frontages, and within the “garden walk”.



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

SUBJECT: Bylaws 8304, 8305, and 8306: Rezoning and Housing Agreement Bylaws for a Residential Development at 1200-1259 Emery Place

April 9, 2018

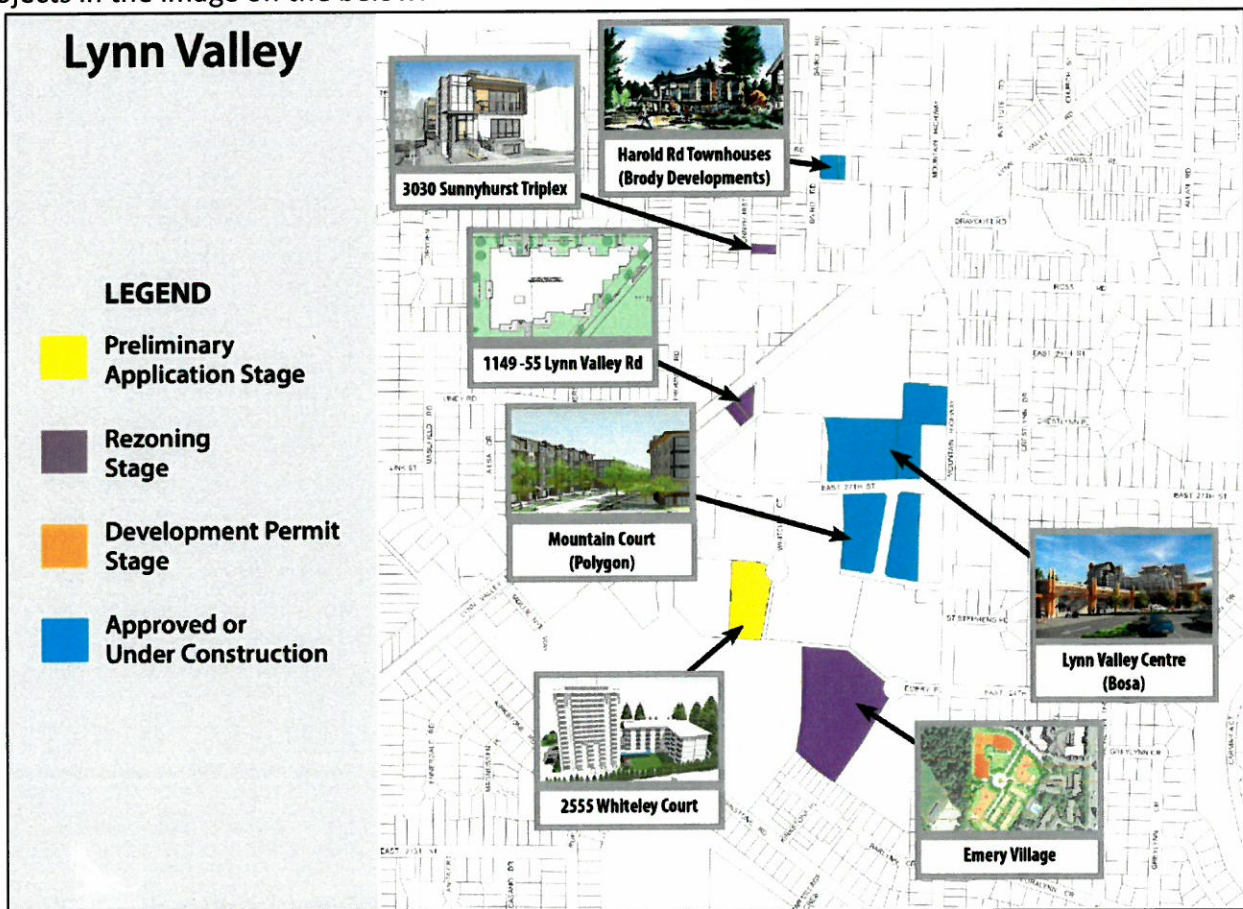
Page 21

Concurrence:

The project has been reviewed by staff from the Environment, Building and Permits, Legal, Parks, Engineering, Community Planning, Urban Design, Transportation, the Fire Department, Clerks Department, and the Arts Office. Details of the proposed unit mix have been provided to the School District for comment.

Construction Traffic Management Plan:

The site is shown in relation to other residential construction projects and potential development projects in the image on the below:



In order to reduce development's impact on pedestrian and vehicular movements, the applicant is required to provide a Construction Traffic Management Plan (CTMP). A draft of this CTMP has been submitted for staff review and a final accepted version will be required prior to issuance of any building permits (including demolition).

As the project is proposed to be constructed in phases, a construction management plan will be required for each phase including demolition and infrastructure work.

SUBJECT: Bylaws 8304, 8305, and 8306: Rezoning and Housing Agreement Bylaws for a Residential Development at 1200-1259 Emery Place

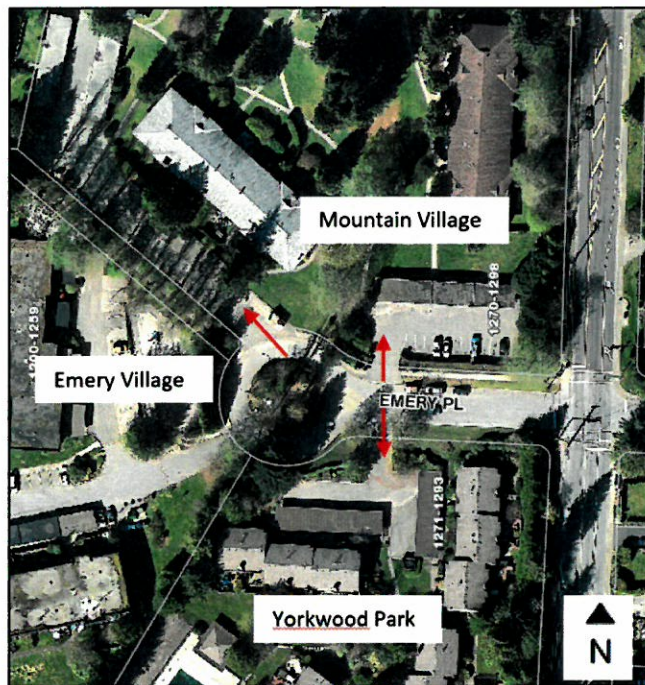
April 9, 2018

Page 22

Yorkwood Park has a driveway on the south side of Emery Place to the east and Mountain Village has two driveways on the north side of Emery Place. It is anticipated that the western access to Mountain Village will be redesigned to access off the new Emery Place extension. Access for residents to their existing on-site parking will be maintained during construction.

A temporary connection to Kirkstone Park from Emery Place will be maintained with the exception of the brief period of construction of the new connection.

It is anticipated that staging and worker parking will be onsite until the final stages of construction and that parking will be accommodated without impacting existing neighbourhood streets. The applicant is in the process of securing off-site parking for the final construction phase when parking on-site is no longer an option.



The CTMP must outline how the applicant will coordinate with other projects in the area to minimize construction impacts on pedestrian and vehicle movement. The only road closures permitted will be during the roadworks and if necessary during the infrastructure upgrades.

In particular, the Construction Traffic Management Plan must:

1. Provide safe passage for pedestrians, cyclists, and vehicle traffic;
2. Outline roadway efficiencies (i.e. location of traffic management signs and flaggers);
3. Make provisions for trade vehicle parking which is acceptable to the District and minimizes impacts to neighbourhoods;
4. Provide a point of contact for all calls and concerns;
5. Provide a sequence and schedule of construction activities;
6. Identify methods of communication with other developments in the area;
7. Ascertain a location for truck marshalling;
8. Address silt/dust control and cleaning up from adjacent streets;
9. Provide a plan for litter clean-up and street sweeping adjacent to site; and,
10. Include a communication plan to notify surrounding businesses and residents.

Public Input

The applicant held a facilitated Public Information Meeting on October 18, 2017. Notices were distributed to 652 addresses within approximately a 100 metre radius of the site and a website has been established for this application. A sign was placed on the property, and advertisements were placed in the North Shore News on October 11th and 13th. The meeting was attended by approximately 85 residents. 34 comments sheets were received at the meeting and an additional four were received following the meeting.

The overall tone of the meeting was supportive of the application and specifically the provision of family oriented rental units, mix of housing options, and the proposed design. Comments included:

- Importance of bicycle storage,
- Relationship with the single family lots to the south,
- Available on-site green space,
- Traffic and safety impacts, and
- Use of the proposed CAC.

The applicant has continued to work with the adjacent single family properties to address their input regarding the south property line and staff are working with the applicant on their traffic study and civil design. Bicycle storage is secure and convenient and is available for residents and visitors.

The facilitator report is attached as Attachment E.

Implementation

Implementation of this project will require rezoning and two Housing Agreements, as well as issuance of a development permit and registration of legal agreements.

Bylaw 8304 (Attachment B) rezones the subject site from Multifamily Residential 2 (RM2) to a new Comprehensive Development Zone 115 (CD115) which:

- Secures the Community Amenity Contribution;
- establishes the permitted residential use;
- establishes the maximum permitted floor area on the site;
- establishes setback and building height regulations; and,
- establishes parking regulations specific to this project.

Bylaw 8305 (Attachment C) authorizes the District to enter into a Housing Agreement to ensure that there will be no future restrictions on renting the units. Bylaw 8306 (Attachment D) authorizes the District to enter into a Housing Agreement to secure the rental building in perpetuity.

SUBJECT: Bylaws 8304, 8305, and 8306: Rezoning and Housing Agreement Bylaws for a Residential Development at 1200-1259 Emery Place

April 9, 2018

Page 24

A legal framework will be required to support the project and it is anticipated that a development covenant will be used to secure a number of items including (but not limited to):

- subdivision plan showing road and park dedications;
- easement to secure access to amenity spaces;
- easement for shared vehicle access for phase 1 (rental) and phase 3 (townhouse);
- stormwater management covenant; and
- registration of housing agreements.

Should Council advance the rezoning and housing agreement bylaws for adoption, Park Dedication Removal Bylaw 8303 will be returned for consideration of adoption.

CONCLUSION:

This project assists in implementation of the District's Official Community Plan objectives and the Lynn Valley Town Centre Flexible Planning Framework. The project advances new rental and affordable rental housing in compliance with the District's "Rental and Affordable Housing Strategy". The rezoning proposal is now ready for Council's consideration.

Options:

The following options are available for Council's consideration:

1. Introduce Bylaws 8304, 8305, and 8306 and refer Bylaw 8304 to a Public Hearing (staff recommendation); or,
2. Defeat the bylaws at First Reading.



Casey Peters
Development Planner

Attachments:

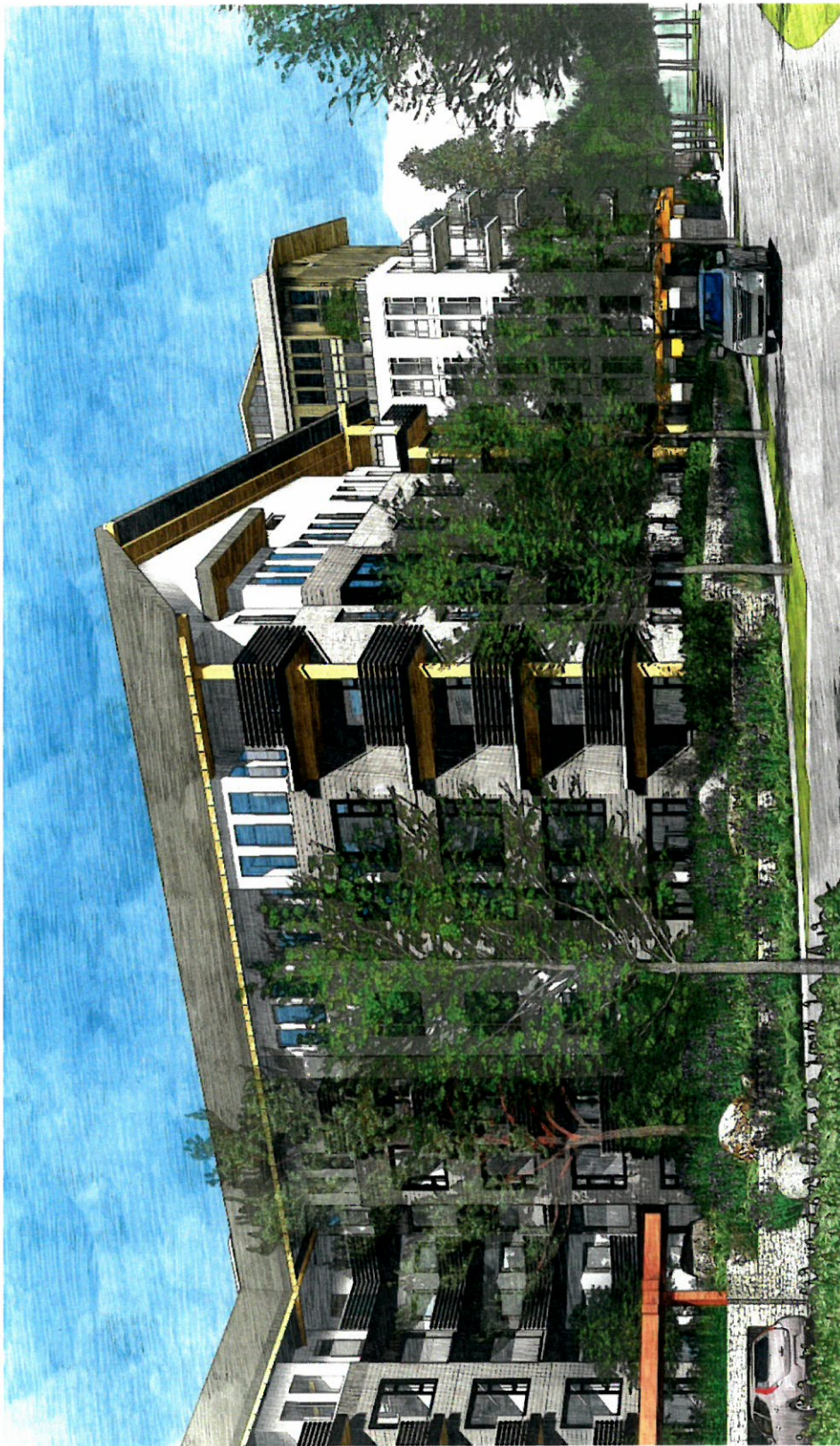
- A. Architectural and Landscape Plans
- B. Bylaw 8304 – Rezoning
- C. Bylaw 8305 – Housing Agreement no strata rental restrictions
- D. Bylaw 8306 – Housing Agreement for rental building
- E. Facilitator's report

SUBJECT: Bylaws 8304, 8305, and 8306: Rezoning and Housing Agreement Bylaws for a Residential Development at 1200-1259 Emery Place

April 9, 2018

Page 25

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



1 walking west along Emery Place with the 5 storey woodframe in the foreground and 8 storey building beyond

URBAN DESIGN - STREETSCAPES



2 approaching the corner of Emery Place and the new local road

URBAN DESIGN - STREETSCAPES

15



3 view down the new local road from Emery Place



4 a view into the amenity space from the new local road

URBAN DESIGN - STREETSCAPES



5 looking west across the courtyard toward Kirkstone Park - note the cooking class in the multi-purpose room

URBAN DESIGN - STREETSCAPES



6 a view into the amenity space from the new local road



7 a view of the townhouses and the 6 storey rental building



8 looking west up the new trail to Kirkstone Park

URBAN DESIGN - STREETSCAPES

21

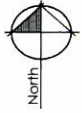


9 looking northwest into the courtyard

URBAN DESIGN - STREETSCAPES



10 looking north towards the 5 storey apartment building



3 FEB 27/18 RE ISSUED FOR REDLINING DP
2 SEPT 26/17 ISSUED FOR DP R2
1 AUG 3/17 ISSUED FOR DP R2
NO. DATE NAME
REVISIONS



MOSAIC
500-2609 Granville Street
Vancouver, B.C.
V6H-3H3

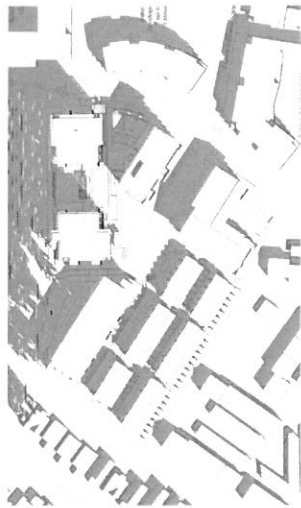
Project:
EMERY PLACE
DISTRICT OF NORTH
VANCOUVER

Drawn by: AGS
Checked by: PK
Date: SEPT 27, 2017
Scale: 1"=30'
Drawing Title:

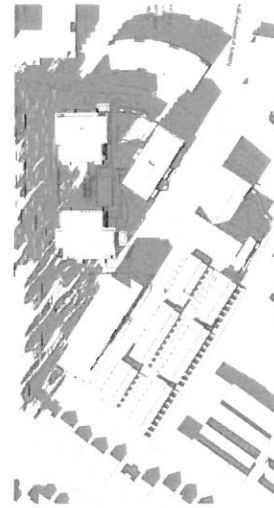
**LANDSCAPE SITEPLAN:
INTERIM PLAN**

Project No:
16113
Sheet No.:
LSP1.2





Sept 21 10 am



Sept 21 2 pm



June 21 10 am



June 21 noon



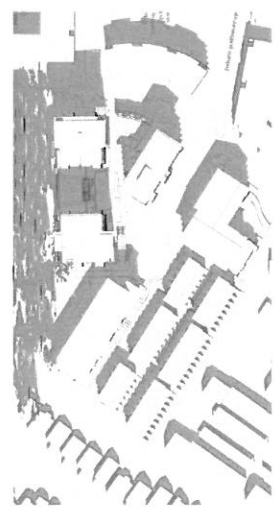
June 21 2 pm



March 21 10 am



March 21 noon



March 21 2 pm

SHADOW STUDY

Copyright reserved. These drawings and the matter contained in all of them remain the absolute property of the architect, and cannot be used without the express written consent of the architect. These drawings are not valid for construction unless underwritten by the architect.

**RAMSAY
WORDEN**
ARCHITECTS
300 Alexander Street
Vancouver, BC V6C 2T5
T: 604.778.8808
F: 604.778.8809
E: info@ramsayworden.ca
W: www.ramsayworden.ca



Phase 1
East Elevation
1
SCALE 1/8\"/>

DATE: 2017.10.02	DATE: 2017.10.02
PROJECT: 100-1000 Granville Street	PROJECT: 100-1000 Granville Street
CLIENT: Mosaic Homes	CLIENT: Mosaic Homes
LOCATION: 100-1000 Granville Street, Vancouver, BC	LOCATION: 100-1000 Granville Street, Vancouver, BC
PHASE: 100-1000 Granville Street	PHASE: 100-1000 Granville Street
DATE: 2017.10.02	DATE: 2017.10.02

Phase 1 Elevations



Phase 1
North Elevation
2
SCALE 1/8\"/>

MATERIAL LIST	
1	CLASSIC GRANITE WALL ROOF
2	STONE VENEER
3	CONCRETE WALL PANEL / SIDING
4	COMPOSITE WALL PANEL
5	COMPOSITE WALL PANEL
6	METAL SIDING
7	COMPOSITE PANEL SOFFIT
8	DOUBLE GLAZED VINYL WINDOW
9	DOUBLE GLAZED VINYL WINDOW
10	DOUBLE GLAZED VINYL WINDOW
11	GLAZED BALCONY GUARD RAIL
12	DECORATIVE SCREEN
13	DECORATIVE METAL ENTRY FRAME
14	DECORATIVE METAL ENTRY FRAME
15	DECORATIVE METAL ENTRY FRAME

DATE: 2017.10.02	DATE: 2017.10.02
PROJECT: 100-1000 Granville Street	PROJECT: 100-1000 Granville Street
CLIENT: Mosaic Homes	CLIENT: Mosaic Homes
LOCATION: 100-1000 Granville Street, Vancouver, BC	LOCATION: 100-1000 Granville Street, Vancouver, BC
PHASE: 100-1000 Granville Street	PHASE: 100-1000 Granville Street
DATE: 2017.10.02	DATE: 2017.10.02

**RAMSAY
WORDEN**
ARCHITECTS
300 Alexander Street
Vancouver, BC V6C 2T5
T: 604.778.8808
F: 604.778.8809
E: info@ramsayworden.ca
W: www.ramsayworden.ca

DP3.10

Copyright reserved. These drawings and the design are the sole property of the architect. These drawings are not to be reproduced without written permission. All rights reserved.

**RAMSAY
WORDEN
ARCHITECTS**
1000-1010
Vancouver, BC
T: 604.278.8888
F: 604.278.8889
E: info@ramsayworden.com
W: www.ramsayworden.com

CHINA WALL

Mosaic Homes
500-2800 Granville Street
Vancouver, BC
V6H 3A3
MOSAIC
Emery Place
1228 Johnson Street
District of North Vancouver, BC

Phase 1
Elevations

1
Phase 1
West Elevation
SCALE: 1/8" = 1'-0"



- MATERIAL LIST**
- 1 STANDING SEAM METAL ROOF
 - 2 ASPHALT SHINGLE ROOF
 - 3 STONE VENEER
 - 4 COMPOSITE WALL PANEL / SIDING
 - 5 CHARITIOUS WALL PANEL
 - 6 COMPOSITE WALL PANEL
 - 7 CHARITIOUS WALL PANEL
 - 8 METAL SIDING SHUTT
 - 9 DOUBLE GLAZED ALUMINUM WINDOW
 - 10 DOUBLE GLAZED ALUMINUM WINDOW
 - 11 DOUBLE GLAZED ALUMINUM WINDOW
 - 12 DOUBLE GLAZED ALUMINUM WINDOW
 - 13 DOUBLE GLAZED ALUMINUM WINDOW
 - 14 DOUBLE GLAZED ALUMINUM WINDOW
 - 15 METAL ENTRY GATE

2
Phase 1
South Elevation
SCALE: 1/8" = 1'-0"

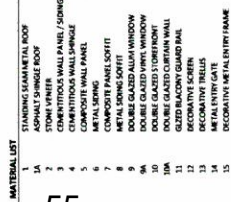


REVISIONS / DESIGN PANEL 2017-10-02

NO.	DATE	DESCRIPTION
1	2017.10.02	ISSUED FOR PERMITTING / DESIGN PANEL

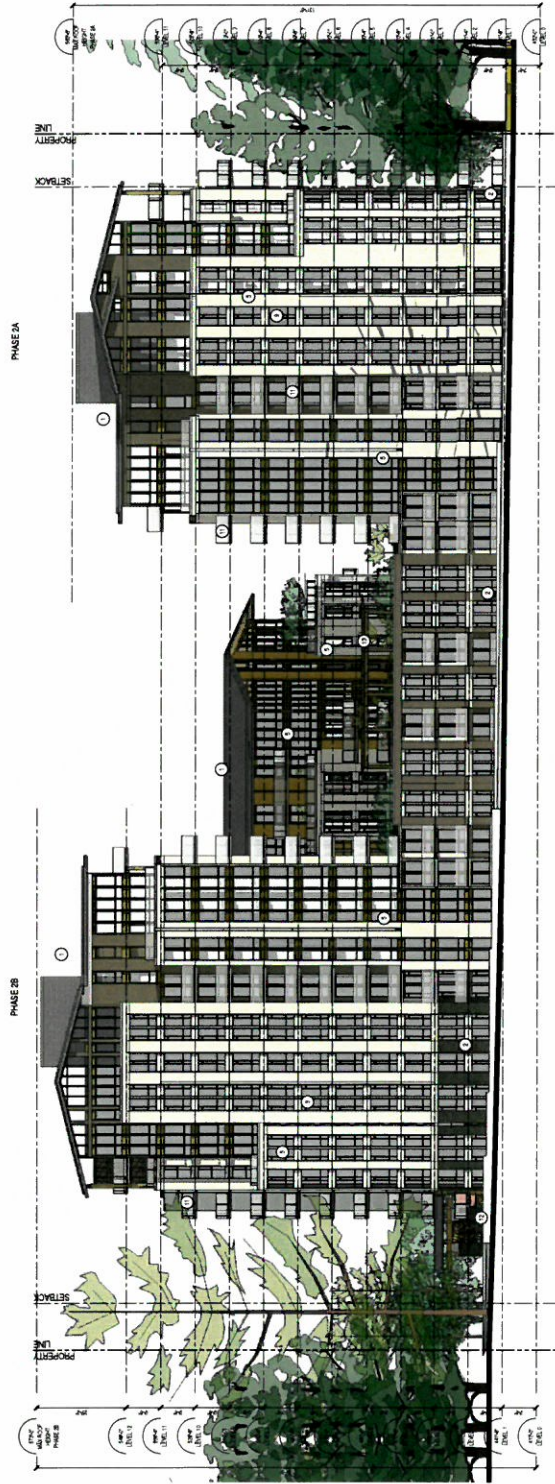
DATE: 2017.10.02
SCALE: 1/8" = 1'-0"
FILE NAME: DP3.11
SHEET NO.: 1

DP3.11



1
Phase 2 & 3
East Elevation

PHASE 2A



Phase 2 & 3
West Elevation

DP3.20

Copyright reserved. These drawings and the design are, and all of them remain, the exclusive property of the architect. Not allowed to use without the written consent of the architect. These drawings are not valid for construction without further written consent of the architect.

DATE: 10/10/17

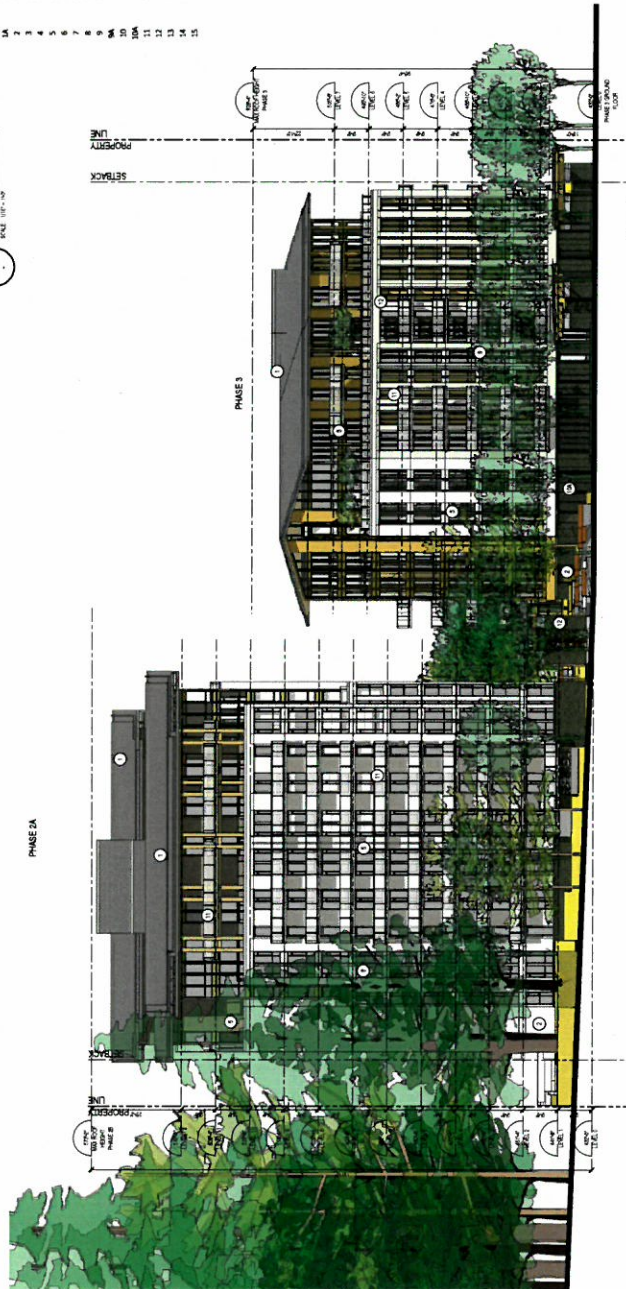


Phase 2
1 North Elevation
SCALE: 1/8" = 1'-0"

MATERIAL LIST

- 1 STANDING SEAM METAL ROOF
- 2 ASPHALT SHINGLE ROOF
- 3 STONE VENEER
- 4 COMPOSITE WALL PANEL / SIDING
- 5 COMPOSITE WALL SHINGLE
- 6 COMPOSITE WALL PANEL
- 7 METAL SIDING
- 8 METAL SIDING SOFFIT
- 9 DOUBLE GLAZED ALUM WINDOW
- 10 DOUBLE GLAZED ALUM WINDOW
- 11 DOUBLE GLAZED ALUM WINDOW
- 12 DOUBLE GLAZED ALUM WINDOW
- 13 DOUBLE GLAZED ALUM WINDOW
- 14 DOUBLE GLAZED ALUM WINDOW
- 15 METAL ENTRY FRAME

PHASE 2A



Phase 2
2 South Elevation
SCALE: 1/8" = 1'-0"

DATE	REVISION	BY
10/10/17	1	RAMSAYWORDEN
10/10/17	2	RAMSAYWORDEN
10/10/17	3	RAMSAYWORDEN
10/10/17	4	RAMSAYWORDEN
10/10/17	5	RAMSAYWORDEN
10/10/17	6	RAMSAYWORDEN
10/10/17	7	RAMSAYWORDEN
10/10/17	8	RAMSAYWORDEN
10/10/17	9	RAMSAYWORDEN
10/10/17	10	RAMSAYWORDEN
10/10/17	11	RAMSAYWORDEN
10/10/17	12	RAMSAYWORDEN
10/10/17	13	RAMSAYWORDEN
10/10/17	14	RAMSAYWORDEN
10/10/17	15	RAMSAYWORDEN

REVISION RESUBMISSION / DESIGN PANEL 2017-10-02

10/10/17

DATE: 10/10/17
BY: RAMSAYWORDEN
PROJECT: 1225 JENNISON STREET
SHEET NO.: DP3.21

DP3.21

CONCEPT PLAN



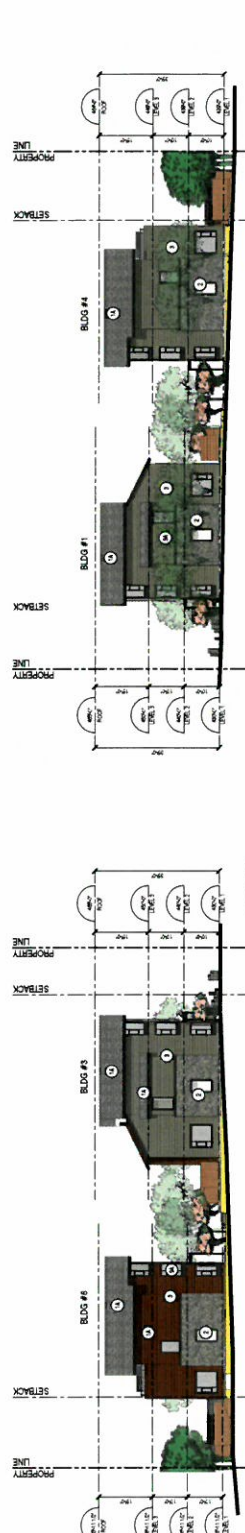
Phase 4
Building 4-6 East Elevation
SCALE: 1/8" = 1'-0"

CONCEPT PLAN



Phase 4
Building 1-3 West Elevation
SCALE: 1/8" = 1'-0"

CONCEPT PLAN



Phase 4
Building 3 & 6 North Elevation
SCALE: 1/8" = 1'-0"

MATERIAL LIST

- 1 STANDING SEAM METAL ROOF
- 2 METAL ROOF
- 3 STONE VENTILATION
- 4 CERAMIC TILE WALL PANEL / ZEBING
- 5 CERAMIC TILE WALL PANEL / ZEBING
- 6 CERAMIC TILE WALL PANEL / ZEBING
- 7 CERAMIC TILE WALL PANEL / ZEBING
- 8 CERAMIC TILE WALL PANEL / ZEBING
- 9 CERAMIC TILE WALL PANEL / ZEBING
- 10 CERAMIC TILE WALL PANEL / ZEBING
- 11 CERAMIC TILE WALL PANEL / ZEBING
- 12 CERAMIC TILE WALL PANEL / ZEBING
- 13 CERAMIC TILE WALL PANEL / ZEBING
- 14 CERAMIC TILE WALL PANEL / ZEBING
- 15 CERAMIC TILE WALL PANEL / ZEBING

Mosaic Homes
1228 Johnson Street
Vancouver, BC
V6H 3H3
MOSAIC

Emery Place
1228 Johnson Street
District of North Vancouver, BC

Phase 4 Elevations

DATE: 2017.10.02	BY: [Signature]
DATE: 2017.10.02	BY: [Signature]
DATE: 2017.10.02	BY: [Signature]
DATE: 2017.10.02	BY: [Signature]
DATE: 2017.10.02	BY: [Signature]

RECONING RESUBMISSION / DESIGN PANEL 2017-10-02

DATE: 2017.10.02
BY: [Signature]
DATE: 2017.10.02
BY: [Signature]
DATE: 2017.10.02
BY: [Signature]
DATE: 2017.10.02
BY: [Signature]

DP 3.40

Copyright Reserved. These drawings and the design are the sole property of the architect, and cannot be used without the consent of the architect. These drawings are not valid for construction unless under contract. All rights reserved.



CONTRACT NO.

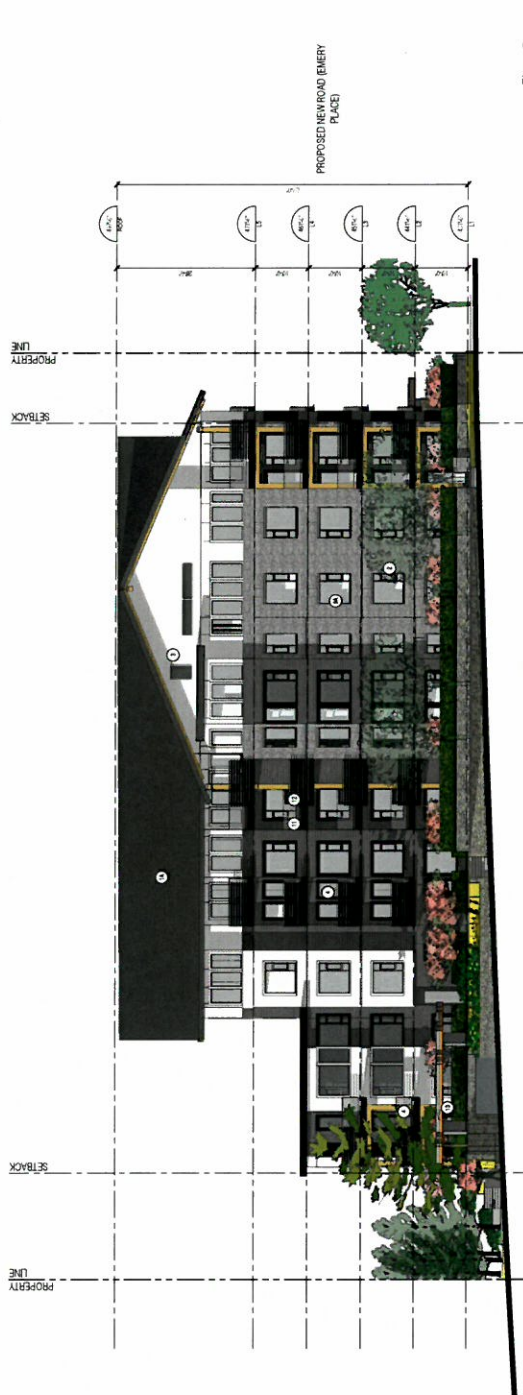
Mosaic Homes
350-5008 Granville Street
V6H 2K4
Vancouver, BC
T: 604-730-8059
F: 604-730-8059
E: info@mosaic.ca
W: www.mosaic.ca

MOSAIC

Emery Place
1228 Johnson Street
District of North Vancouver, BC

Phase 5
Elevations

DATE	REVISION	BY
2017.10.10	1	AW
2017.10.10	2	AW
2017.10.10	3	AW
2017.10.10	4	AW
2017.10.10	5	AW
2017.10.10	6	AW
2017.10.10	7	AW
2017.10.10	8	AW
2017.10.10	9	AW
2017.10.10	10	AW
2017.10.10	11	AW
2017.10.10	12	AW
2017.10.10	13	AW
2017.10.10	14	AW
2017.10.10	15	AW



Phase 5
North Elevation
SCALE 1/8" = 1'-0"



Phase 5
South Elevation
SCALE 1/8" = 1'-0"

- MATERIAL LIST**
1. STANDING SEAM METAL ROOF
 2. ASPHALT SHINGLE ROOF
 3. CONCRETE WALL PANEL / SIDING
 4. COMPOSITE WALL PANEL
 5. COMPOSITE WALL PANEL
 6. COMPOSITE WALL PANEL
 7. METAL SIDING SOFFIT
 8. METAL SIDING SOFFIT
 9. DOUBLE GLAZED ALUMINUM WINDOW
 10. DOUBLE GLAZED ALUMINUM WINDOW
 11. DOUBLE GLAZED ALUMINUM WINDOW
 12. DOUBLE GLAZED ALUMINUM WINDOW
 13. DOUBLE GLAZED ALUMINUM WINDOW
 14. METAL ENTRY GATE
 15. DECORATIVE METAL ENTRY FRAME

DP3.50

[illegible]

The Corporation of the District of North Vancouver

Bylaw 8304

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

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

1. Citation

This bylaw may be cited as "District of North Vancouver Rezoning Bylaw 1373 (Bylaw 8304)".

2. Amendments

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

(a) Part 2A, Definitions is amended by adding CD115 to the list of zones that Part 2A applies to.

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

"Comprehensive Development Zone CD115 CD115"

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

"4B115 Comprehensive Development Zone 115 CD 115"

The CD 115 zone is applied to:

Lot 22 Block W District Lot 2022 Plan 12301 (PID: 005-213-266)

4B 115 – 1 Intent

The purpose of the CD 115 Zone is to permit a multi-family residential development in a mix of housing forms.

4B 115 – 2 Permitted Uses:

The following *principal* uses shall be permitted in the CD 115 Zone:

a) Uses Permitted Without Conditions:

Not applicable.

b) Conditional Uses:

The following *principal* use is permitted when the conditions outlined in Section 4B 115-3 Conditions of Use, are met:

Residential use.

4B 115 - 3 Conditions of Use

- a) **All conditional uses:** All uses of land, buildings and structures are only permitted when the following condition of use is met:
- i) Each dwelling unit has access to private or semi-private outdoor space; and
 - ii) Balcony enclosures are not permitted.

4B 115 - 4 Accessory Use

- a) *Accessory uses* customarily ancillary to the principal uses are permitted.
- b) *Home occupations* are permitted in *residential* dwelling units.

4B 115 – 5 Density

- a) In the CD115 Zone the floor space ratio shall be a maximum of 6,900m² (74,273 sq ft) and the maximum number of dwelling units shall be 85 units.
- b) Despite Section 4B115-5(a) the maximum gross floor area for residential uses shall be 32,500m² (349,839 sq ft) and the maximum number of dwelling units shall be increased to a total of 305 dwelling units if the following condition is met:
- i. \$5,000,000 is contributed to the municipality to be used for any of the following amenities (with allocation and timing of expenditure to be determined by the municipality in its sole discretion).
 - i. The provision or enhancement of public facilities;
 - ii. Improvements to public parks, plazas, trails and greenways;
 - iii. Playgrounds;
 - iv. Public art and other beautification projects; and
 - v. Affordable or special needs housing.

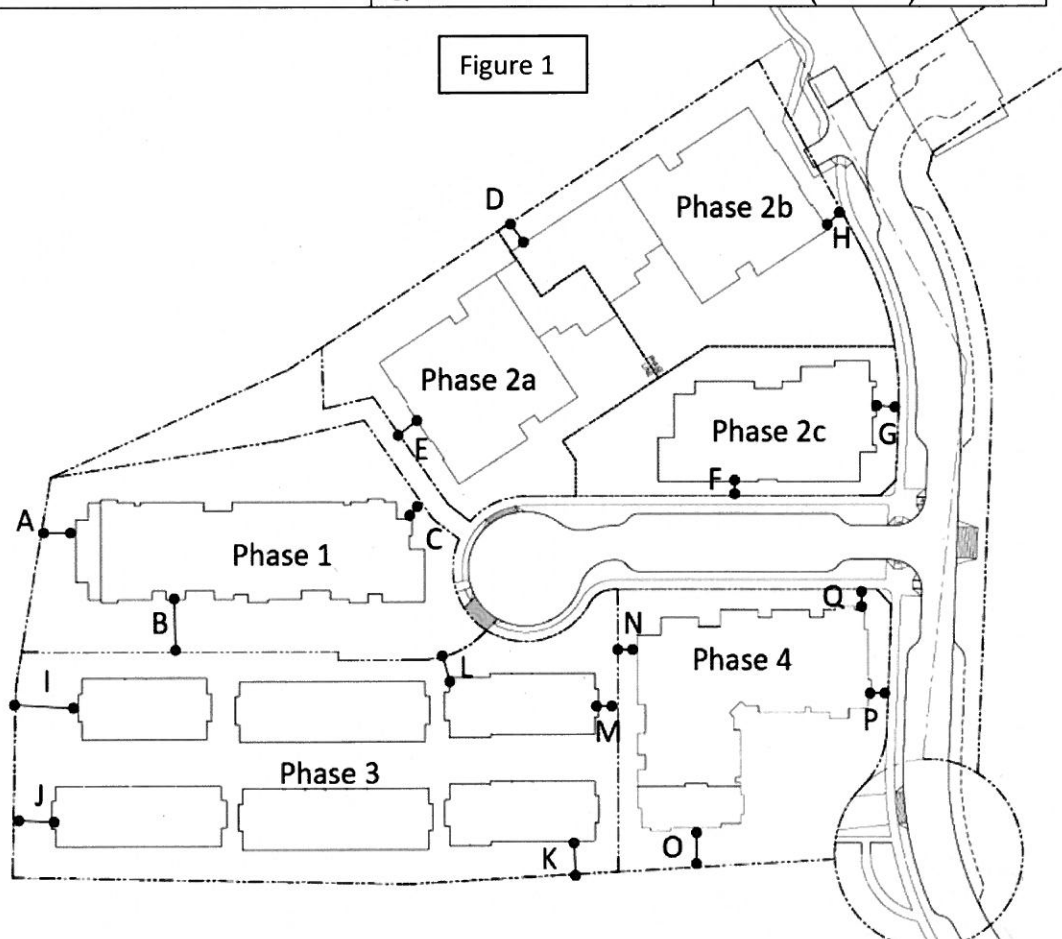
- c) Despite Section 4B115-5(b) the maximum gross floor area for residential uses shall be 38,545m² (414,909 sq ft) and the maximum number of dwelling units shall be increased to a total of 355 dwelling units if the following condition is met:
 - i. \$1,500,000 is contributed to the municipality to be used for any of the amenities listed in 4B115-5 (b) (i) (with allocation and timing of expenditure to be determined by the municipality in its sole discretion).
- d) Despite Section 4B115-5(c) the maximum gross floor area for residential uses shall be 44,485m² (478,848 sq ft) and the maximum number of dwelling units shall be increased to a total of 415 dwelling units if the following condition is met:
 - i. \$1,400,000 is contributed to the municipality to be used for any of the amenities listed in 4B115-5 (b) (i) (with allocation and timing of expenditure to be determined by the municipality in its sole discretion).
- e) The cumulative development in the CD 115 Zone shall not exceed 44,485m² (478,848 sq ft) *gross floor area*.
- f) For the purpose of calculating *gross floor area* the following are exempted:
 - i. Any areas completely below natural and finished grade including but not limited to parking, storage, and amenity spaces;
 - ii. Exterior balconies;
 - iii. Rental office in the building on Lot 1 up to a maximum of 45m² (485 sq ft);
 - iv. At-grade amenity spaces up to a maximum of 74m² (800sq ft) on Lot 1 and 93m² (1,000sq ft) on Lot 3.
- g) Balcony enclosures are not permitted.

4B 115 – 7 Setbacks

- a) Buildings shall be set back from property lines to the closest building face, excluding any partially exposed underground parking structure, window wells, balcony columns, alcove projections or projecting balconies, said projecting balconies not to exceed 2m (6.5 ft) as established by development permit and in accordance with "Table 1" and "Figure 1":

Table 1		
	Setback Identifier	Minimum setback
Phase 1	A	6.0m (19.7 ft)
	B	8.9m (29.2 ft)
	C	3.4m (11.2 ft)
Phase 2 a, b, and c	D	4.5m (14.7 ft)
	E	3.8m (12.5 ft)
	F	3.5m (11.5 ft)
	G	3.8m (12.5 ft)
	H	3.7m (12.1 ft)
Phase 3	I	12.0m (39.4 ft)
	J	7.2m (23.6 ft)
	K	6.0m (19.7 ft)
	L	4.1m (13.5 ft)
	M	3.7m (12.1 ft)
Phase 4	N	3.7m (12.1 ft)
	O	7.2m (23.6 ft)
	P	3.2m (10.5 ft)
	Q	3.2m (10.5 ft)

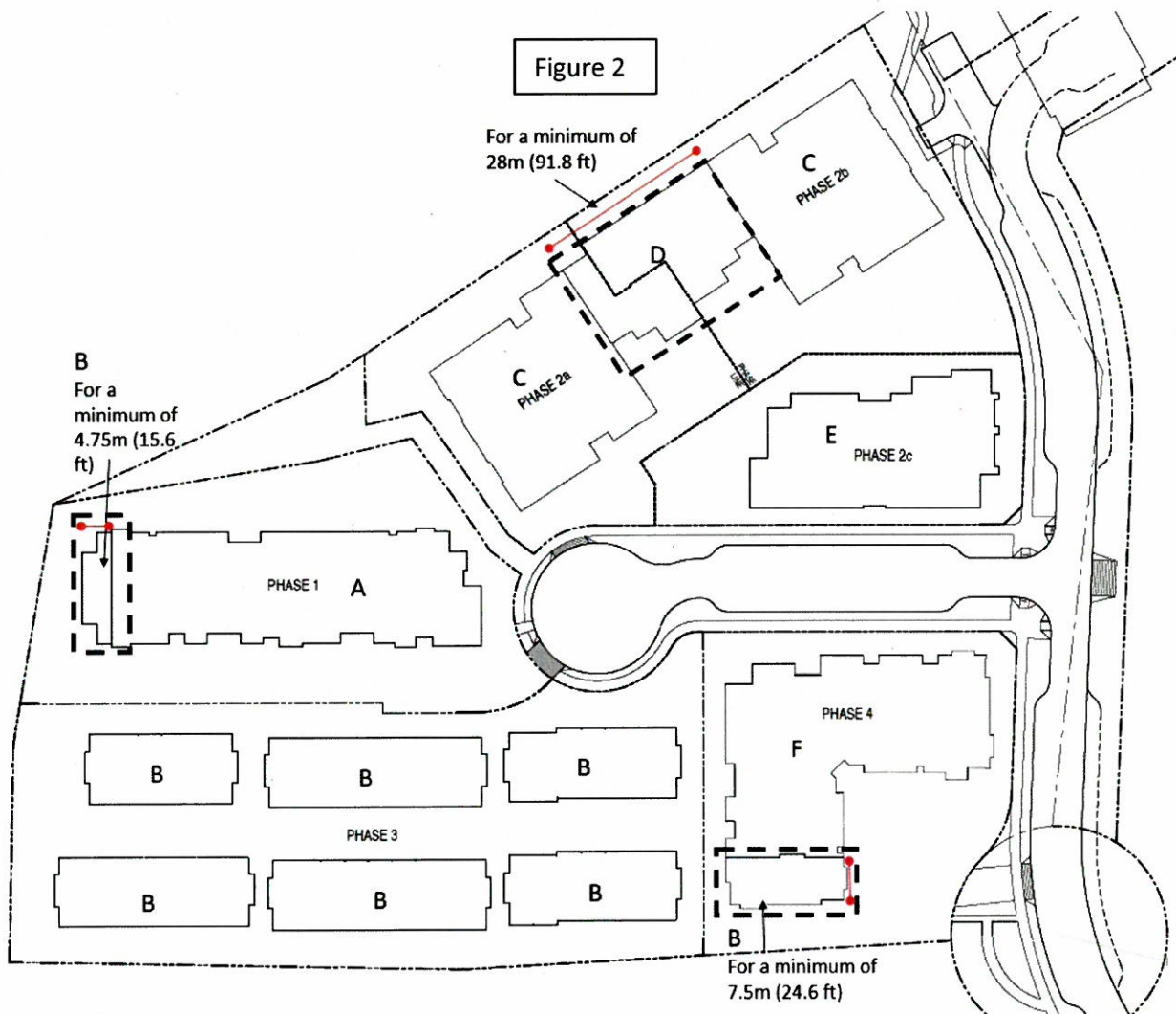
Figure 1



4B115 – 8 Height

- a) The maximum permitted height for any building in the CD 115 Zone, shall be regulated as follows, with specific building height provisions based on “Table 2” and “Figure 2”:

Area	Storeys	Height
A	6	25m (82.0 ft)
B	3	13m (42.7 ft)
C	12	42m (137.8 ft)
D	4	15m (49.2 ft)
E	8	32m (105.0 ft)
F	5	22m (72.2 ft)



- b) For the purpose of measuring building *height*, the rules set out in the definition of *height* in Part 2 of this Bylaw apply, except that *height* will be measured to from the *finished grade*.

- c) In addition to Part 4 General Regulations, Section 407 Height Exceptions, the following height exceptions shall apply in the CD 115 zone: garden trellis, elevator penthouses, heating, cooling, ventilation and other mechanical equipment required for building operations are permitted above the maximum height limit, provided they are completely screened and integrated into the building's design and do not extend more than 5.0 metres (16.4 feet) above the highest point of any roof surface.

4B 115 - 8 Coverage

- a) Building Coverage: The maximum building coverage is 60%.
- b) Site Coverage: The maximum site coverage is 65%.

4B 115 - 10 Landscaping and Storm Water Management

- 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.

4B 115 - 10 Parking, Loading and Servicing Regulations

- a) Parking and loading are required as follows:

Use	Minimum Parking Requirement	Maximum Parking Requirement
<i>Residential</i> dwelling unit in a mid rise, low rise, or high rise building	1.4 space/ unit	1.65 space/ unit
<i>Residential</i> townhouse dwelling unit	1.5 space/ unit	1.5 space/ unit
<i>Residential</i> rental dwelling units in an entirely rental building	0.75 space/ unit	1.3 space/ unit
<i>Residential</i> Visitor Parking	0.1 space / unit	0.1 space / unit

- b) Bicycle storage for residents shall be provided on the basis of one space per unit.
 - c) Except as specifically provided in 4B115-10 (a) and (b) Parking and Loading shall be provided in accordance with Part 10 of this Bylaw.”
 - (d) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from the Multiple Family Residential Zone 2 (RM2) to Comprehensive Development Zone CD 115.
- (a) The Siting Area Map section is amended by deleting Plan Section R/14 and replacing it with the revised Plan Section R/14 attached in Schedule B.

READ a first time

PUBLIC HEARING held

READ a second time

READ a third time

Certified a true copy of “Bylaw 8304” as at Third Reading

Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure on

ADOPTED

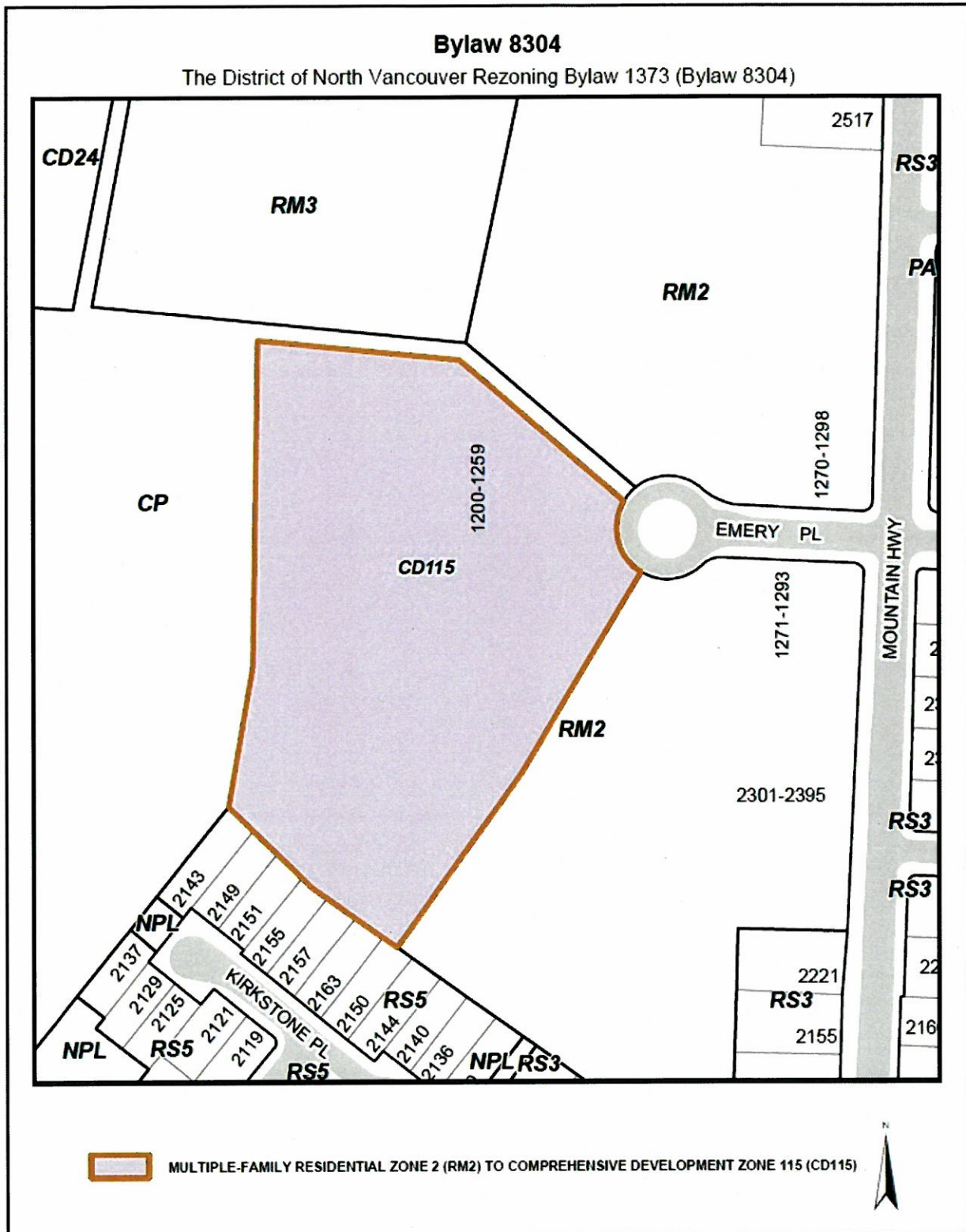
Mayor

Municipal Clerk

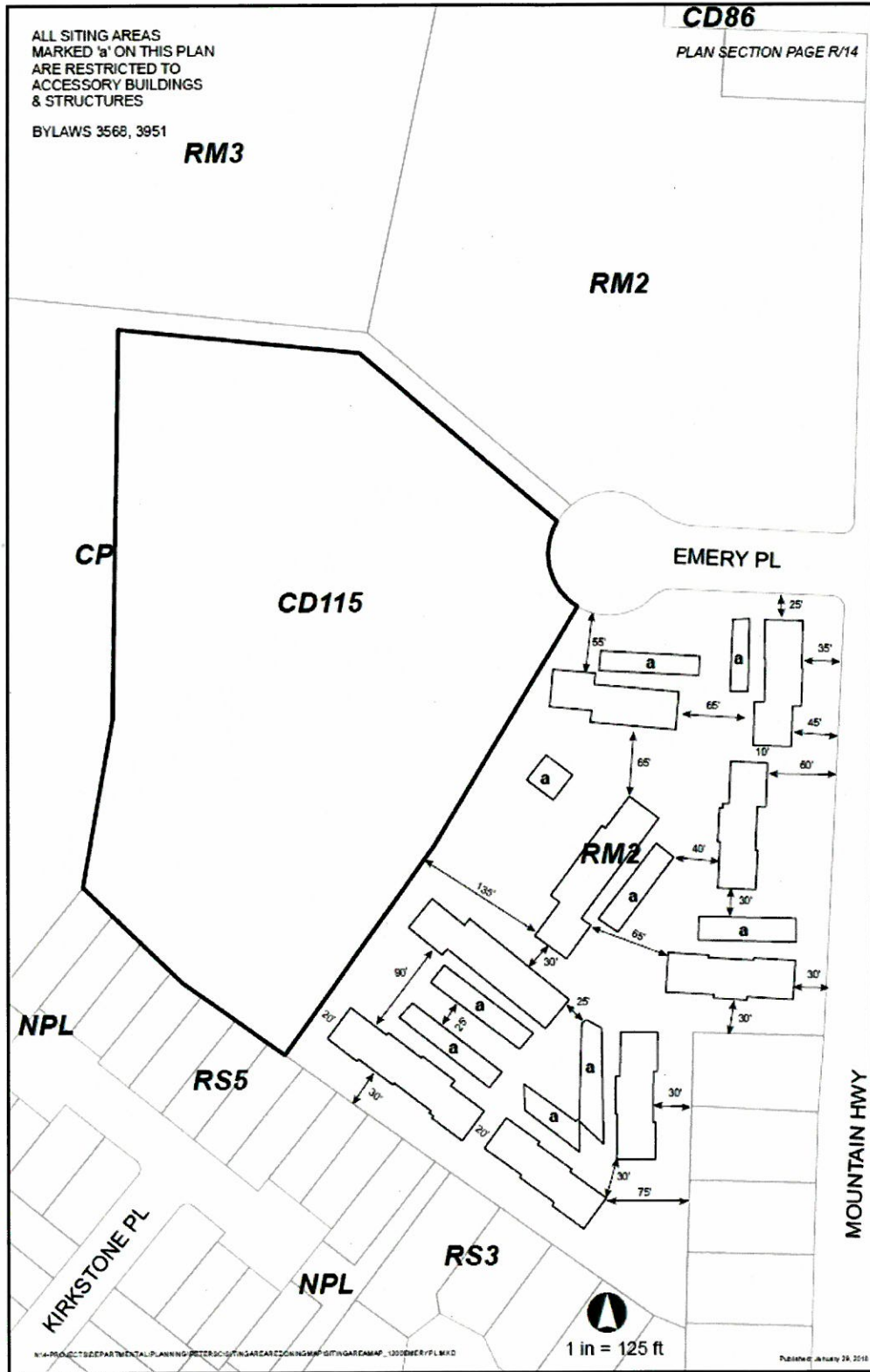
Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8304



Schedule B to Bylaw 8304



The Corporation of the District of North Vancouver

Bylaw 8305

A bylaw to enter into a Housing Agreement
(1200 Emery Place)

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 8305, 2017 (1200 Emery Place – No Rental Limit (Except Short-term Rentals))".

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 Mosaic Emery Properties Ltd substantially in the form attached to this Bylaw as "Schedule "B" with respect to the following lands: the portion of the parcel located at 1200 Emery Place in the District of North Vancouver shown diagonally hatched on the sketch plan attached hereto as Schedule "A".

3. Execution of Documents

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

READ a first time

READ a second time

READ a third time

ADOPTED

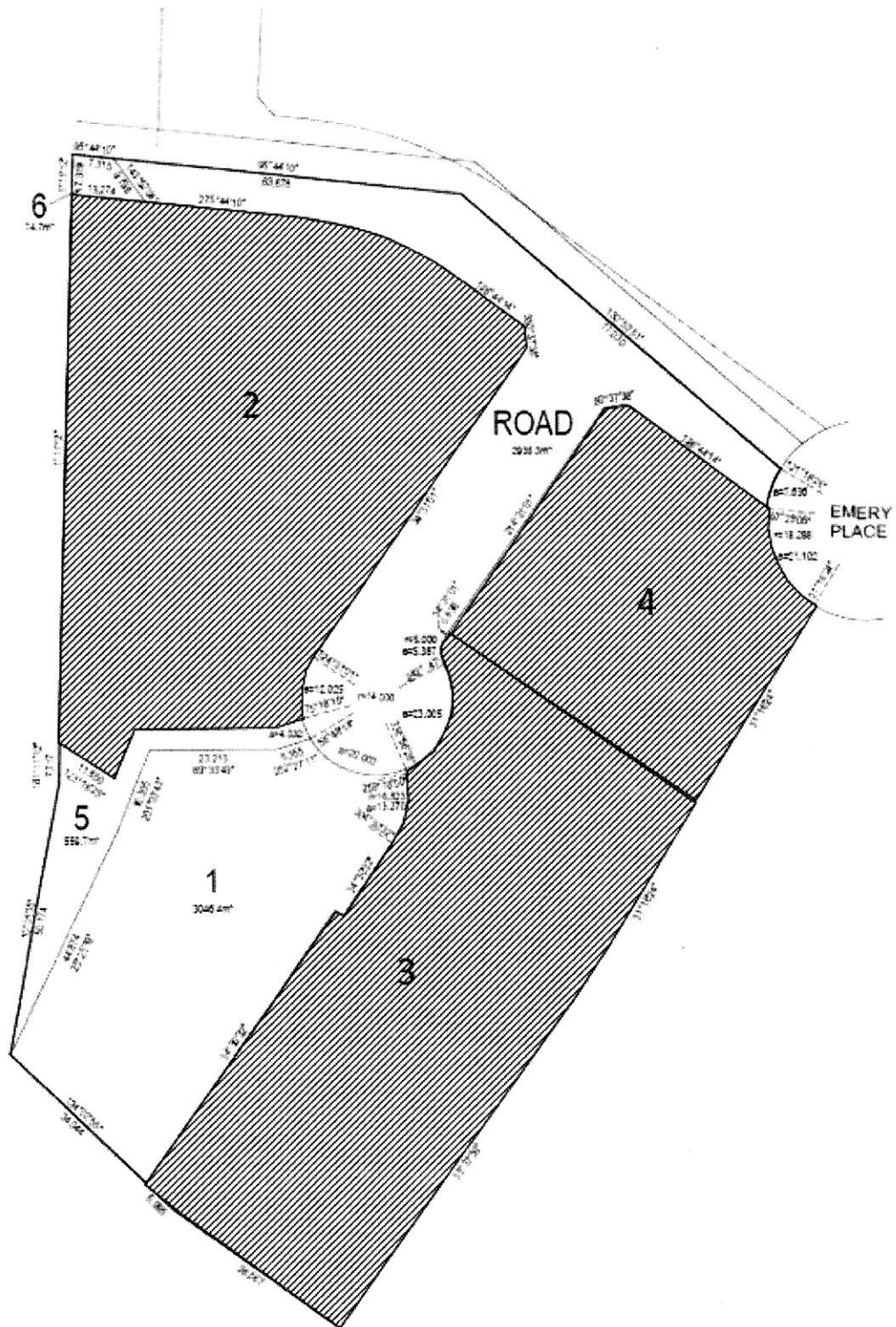
Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8305



Schedule B to Bylaw 8305

SECTION 219 COVENANT – HOUSING AGREEMENT

THIS AGREEMENT is dated for reference the ____ day of _____, 20____

BETWEEN:

a company incorporated under the laws of the Province of British Columbia having an office at

(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:

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) "*Owner*" means the Developer and any other person or persons registered in the Lower Mainland Land Title Office as owner of the Lands from time to time, or of any parcel into which the Lands are consolidated or subdivided, whether in that person's own right or in a representative capacity or otherwise;
- (d) "*Proposed Development*" means the proposed development containing not more than _____ units to be constructed on the Lands in accordance with the Development Permit;
- (e) "*Short Term Rentals*" means any rental of a Unit for any period less than 30 days;
- (f) "*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*;
- (g) "*Unit*" means a residential dwelling strata unit in the Proposed Development; and
- (h) "*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 8264 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 ____ (Bylaw ____), 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 8264.

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.

The Corporation of the District of North Vancouver

Bylaw 8306

A bylaw to enter into a Housing Agreement
(1200 Emery Place)

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 8306, 2017 (1200 Emery Place – Market and Affordable Rental)".

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 Mosaic Emery Properties Ltd substantially in the form attached to this Bylaw as "Schedule "A" with respect to the following lands:

Lot 22 Block W District Lot 2022 Plan 12301 (005-213-266)

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 8306
SECTION 219 HOUSING AGREEMENT COVENANT
and RENT CHARGE

THIS AGREEMENT dated for reference the 1st day of April, 2018

BETWEEN:

MOSAIC EMERY PROPERTIES LTD. (Inc. No. BC1068319),
a British Columbia company with an office at #500 – 2609
Granville Street, Vancouver, BC V6H 3H3

("Mosaic")

AND:

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

(the "District")

WHEREAS:

1. Mosaic is the registered owner in fee simple of lands in the District of North Vancouver, British Columbia legally described in Item 2 of the Form C General Instrument Part 1 to which this Agreement is attached and which forms part of this Agreement (the "Land");
2. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the District in respect of the use of land, construction on land or the subdivisions of land;
3. Section 483 of the *Local Government Act* permits the District to enter into a housing agreement with an owner of land, which agreement may include terms and conditions regarding the occupancy, tenure and availability of dwelling units located on the Land; and
4. Mosaic and the District wish to enter into this Agreement to restrict the subdivision and use of, and construction on, the Land on the terms and conditions of this agreement, to have effect as both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 483 of the *Local Government Act*.

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

1. **Definitions** – In this Agreement and the recitals hereto:

- (a) “75% Rental Rate” means for each 75% Rental Unit:
 - (i) for the calendar year in which a certificate of final occupancy is issued for the Building by the District, the amount set out in Schedule “B” for the applicable 75% Rental Unit increased by the Annual Allowable Adjustment from the calendar year in which this Agreement is executed and delivered by both parties until the calendar year in which the final occupancy permit is issued; and
 - (ii) for each subsequent calendar year, an amount not greater than the rent for the preceding calendar year increased by the Annual Allowable Adjustment for such preceding calendar year;
- (b) “75% Rental Units” means collectively the seven (7) one bedroom Dwelling Units, five (5) two bedroom Dwelling Units, five (5) three bedroom Dwelling Units and two (2) four bedroom Dwelling Units shown in Schedule “A”, provided that the Owner may from time to time, subject to obtaining the prior written approval of the Director, which approval will not be unreasonably withheld, substitute other Dwelling Units in the Building as the 75% Rental Units in place of the Dwelling Units shown on Schedule “A”, provided that the mix of 75% Rental Units does not change (except to the extent set out in section 5) and the aggregate number of 75% Rental Units in the Building will always be no less than 19. The Director’s approval of a proposed substitute Dwelling Unit will not be withheld provided that the proposed substitute Dwelling Unit is, in the reasonable opinion of the Director, at least equal to the Dwelling Unit being substituted in size, quality and condition;
- (c) “85% Rental Rate” means for each 85% Rental Unit:
 - (i) for the calendar year in which a certificate of final occupancy is issued for the Building by the District, the amount set out in Schedule “B” for the applicable 85% Rental Unit increased by the Annual Allowable Adjustment from the calendar year in which this Agreement is executed and delivered by both parties until the calendar year in which the final occupancy permit is issued; and
 - (ii) for each subsequent calendar year, an amount not greater than the rent for the preceding calendar year increased by the Annual Allowable Adjustment for such preceding calendar year’
- (d) “85% Rental Units” means collectively the ten (10) one bedroom Dwelling Units, five (5) two bedroom Dwelling Units, seven (7) three bedroom Dwelling Units and one (1) four bedroom Dwelling Units shown in Schedule “A”, provided that the Owner may from time to time, subject to obtaining the prior written approval of the Director, which approval will not be unreasonably withheld, substitute other Dwelling Units in the Building as the 85% Rental Units in place of the

Dwelling Units shown on Schedule “A”, provided that the mix of 85% Rental Units does not change (except to the extent set out in section 5) and the aggregate number of 85% Rental Units in the Building will always be no less than 23. The Director’s approval of a proposed substitute Dwelling Unit will not be withheld provided that the proposed substitute Dwelling Unit is, in the reasonable opinion of the Director, at least equal to the Dwelling Unit being substituted in size, quality and condition;

- (e) “*Affordable Rental Units*” means together the 85% Rental Units and the 75% Rental Units;
- (f) “*Amenity Easement*” has the meaning given to it in the Development Covenant;
- (g) “*Annual Allowable Adjustment*” means an increase in the 85% Rental Rate and the 75% Rental Rate once each calendar year by the lesser of:
 - (i) the 12 month average percent increase in the Consumer Price Index plus 2% for the previous calendar year; or
 - (ii) the average percent increase in the rent charged for those Market Rental Units which are occupied at any time during the applicable calendar year,

If the 12 month average percent change in the Consumer Price Index for any calendar year is less than zero then the affordable rent for the following year must not be increased, but may be decreased at the Owner’s discretion;
- (h) “*Building*” means the building on the Land contemplated by Development Permit No. _____ and by the Development Covenant;
- (i) “*Consumer Price Index*” means the all-items consumer price index published by Statistics Canada, or its successor in function, for British Columbia (based on a calendar year);
- (j) “*Development Covenant*” means the covenant under section 219 of the *Land Title Act* dated for reference _____, 2018 granted by the Owner to the District and registered at the LTO against the Land under number CA _____;
- (k) “*Director*” means the District’s General Manager of Planning, Permits and Properties and his or her designate;
- (l) “*Dwelling Unit*” has the meaning given to it in the Zoning Bylaw;
- (m) “*Eligibility Requirement*” means aggregate annual household gross income that is less than or equal to 333% of the annual rent for the size of Affordable Rental Unit proposed to be rented (which rent, for greater certainty, may not be greater than the Maximum Rent for the unit), where said aggregate income is established by way of true copies of the previous year’s income tax returns for each household member or individual who will reside in the Affordable Rental Unit provided, however, a person will be deemed not to meet the Eligibility

Requirement if the Owner has reasonable grounds to believe that such person is not in need of subsidized housing (e.g. seniors with a substantial assets or students with financial support from parents) even if such person would otherwise meet the criteria set out above;;

- (n) “*Land*” has the meaning given to it in Recital A hereto;
 - (o) “*LTO*” means the Lower Mainland Land Title Office and any successor of that office;
 - (p) “*Market Rental Units*” means all of the Dwelling Units in the Building which are not Affordable Rental Units;
 - (q) “*Maximum Rent*” means the 75% Rental Rate or the 85% Rental Rate, which ever is applicable;
 - (r) “*Owner*” means Mosaic and any other person or persons registered in the LTO as owner of the Lands from time to time, or of any parcel into which the Lands are consolidated or subdivided, whether in that person’s own right or in a representative capacity or otherwise;
 - (s) “*Proposed Development*” has the meaning given to it in the Development Covenant;
 - (t) “*Zoning Amendment Bylaw*” means District of North Vancouver Rezoning Bylaw _____ (No. _____, 2018); and
 - (u) “*Zoning Bylaw*” means the District of North Vancouver Zoning Bylaw No. 3210, 1965 as modified by the Zoning Amendment Bylaw and as further amended, consolidated, re-enacted or replaced from time to time.
2. **No Subdivision** – The Land and any improvements from time to time thereon (including without limitation the Building), may not be subdivided by any means whatsoever, including, without limitation, by subdivision plan, strata plan, fractional interest, lease or otherwise.
3. **Use of Market Rental Units** – No Market Rental Unit in the Building may be used for any purpose whatsoever save and except for the purpose of rental housing pursuant to arm’s length month-to-month residential tenancy agreements or arm’s length residential tenancy agreement with terms not exceeding three years in duration (including all periods in respect of which any rights or renewal, contingent or otherwise have been granted).
4. **Use of Affordable Rental Units** - No Affordable Rental Unit will be used for any purposes whatsoever save and except for the purpose of providing rental accommodation in the Affordable Rental Unit to tenants meeting the Eligibility Requirement pursuant to arm’s length month-to-month residential tenancy agreements or residential tenancy agreements with terms not exceeding three years in duration (including all periods in

respect of which any rights or renewal, contingent or otherwise have been granted), where said tenancy agreements comply with all of the requirements of Section 6.

5. **Lock Off Units** – Each of the 4-bedroom Affordable Rental Units may be converted by the Owner into a studio unit and a 3 bedroom unit subject to compliance with all District bylaw requirements provided that the aggregate rent from the studio and the 3 bedroom unit does not exceed the Maximum Rent for the applicable 4-bedroom Affordable Rental Unit.
6. **Occupancy Restriction** – No Affordable Rental Unit may be occupied except by:
 - (a) a person meeting the Eligibility Requirement pursuant to month-to-month residential tenancy agreements or residential tenancy agreement with terms not exceeding three years in duration that complies with section 6; and
 - (b) the other members of the person’s household, provided that the income of all members is included in the determination of eligibility under the Eligibility Requirement.
7. **Tenancy Agreements for Affordable Rental Units** - The Owner shall not suffer, cause or permit occupancy of any Affordable Rental Unit except pursuant to a residential tenancy agreement that:
 - (a) is entered into by the Owner and, as tenant, a person at arm’s length from the Owner. For the purpose of this Agreement, “at arm’s length” means:
 - (i) not in any other contractual relationship with the Owner or any director, officer or other senior employee of the Owner;
 - (ii) unrelated by blood, marriage or personal relationship to any director, officer or other senior employee of the Owner;
 - (iii) not employed by any corporate entity that is an affiliate of the Owner, as that term is defined in the *British Columbia Business Corporations Act* as of the date of this Agreement,provided that the Director may, in its sole discretion, relax the restrictions contained in this subsection 6(a) upon the written request of the Owner on a case-by-case basis. Any such relaxation in relation to any particular residential tenancy agreement is not to be construed as or constitute a waiver of the requirements in relation to any other residential tenancy agreement. No relaxation of the restrictions in this subsection 6(a) will be effective unless it is granted in writing by the Director prior to the execution and delivery of the residential tenancy agreement to which the relaxation relates.
 - (b) does not, in relation to any 75% Rental Unit, require payment of rent or any other consideration for the 75% Rental Unit directly or indirectly that exceeds the 75% Rental Rate for the unit, and does not, in relation to any 85% Rental Unit, require

payment of rent or any other consideration for the 85% Rental Unit directly or indirectly that exceeds the 85% Rental Rate for the unit, but the tenant may be required to pay:

- (i) additional consideration for parking, storage and bicycle storage provided that the additional consideration does not exceed in the case of the 75% Rental Unit 75% of the following amounts, and in the case of the 85% Rental Unit 85% the following amounts:

- A. for a storage locker: a maximum of \$75.00 per month;
- B. for a parking stall: a maximum of \$100.00 per month; and
- C. for a space in a bike storage facility: a maximum of \$50.00 per year per bike stall,

which said maximum amounts may be increased in the same manner as rent is increased as provided in subsection 1.(d);

- (ii) an amount, approved by the Director, acting reasonably, for use of amenity spaces and facilities secured by the Amenity Easement (for greater certainty, the District agrees that such amount will not be less than the amount determined by multiplying (A) the amount equal to the total cost to operate such amenity spaces and facilities calculated in accordance with the Amenity Easement, by (B) a fraction having as its numerator the square footage of such unit and as its denominator the total square footage of all buildings in the Proposed Development; and

- (iii) third party providers directly for utilities, internet services and, if approved by the Director acting reasonably, other services not usually included in rent, provided that under no circumstance are tenants to be charged any amount over and above the Maximum Rent, for heat, air conditioning or hot water, no matter who may be providing these services;

- (c) does not require the rent to be prepaid at an interval greater than monthly;
- (d) prohibits the tenant from subletting the unit, assigning the tenancy agreement, or operating the unit on a short term rental basis (less than one month), except to the extent that the *Residential Tenancy Act* restricts or prohibits such prohibitions;
- (e) requires the tenant to provide within 30 days of demand true copies of the most recent filed income tax returns or assessment notices from Canada Revenue Agency for each occupant of the unit; and
- (f) contains a provision that, if the tenant ceases to qualify for the Affordable Rental Unit because he or she no longer meets the Eligibility Requirement, the Owner may end the tenancy agreement by giving the tenant a clear month's notice to end

the tenancy in accordance with section 49.1 of the *Residential Tenancy Act* (or successor legislation)

8. **Rental Application Process** – The Owner must:

- (a) accept applications for residential occupancy of the Affordable Rental Units from all applicants meeting the Eligibility Requirement;
- (b) maintain a housing list of all eligible applicants from whom the Owner has accepted applications;
- (c) where Affordable Rental Units become available for occupancy, offer the units to persons on the housing list in the order in which their applications were made, unless:
 - (i) the person no longer meets the Eligibility Requirement; or
 - (ii) the Owner does not consider the person to be an acceptable candidate for occupancy of that Affordable Rental Unit because the person cannot establish a level of household income that is at least equal to 275% of the rent for the unit in question (which rent, for greater certainty, may not be greater than the Maximum Rent) or does not satisfy other reasonable and fair criteria established by the Owner from time to time; and
- (d) make the housing list available to the District upon request.

9. **Duty to Account and Report** – In addition to the other covenants and obligations to be performed by the Owner hereunder, the Owner covenants and agrees that it will:

- (a) keep or cause to be kept separate true and accurate records and accounts in accordance with generally accepted accounting principles regarding the rental income earned from both the Market Rental Units and the Affordable Rental Units; and
- (b) deliver to the District, on request of the District, copies of all current tenancy agreements in respect of the Affordable Rental Units.

10. **Statutory Declaration** – Within three days after receiving notice from the District, the Owner must deliver to the District a statutory declaration, substantially in the form attached as Schedule “C”, sworn by the Owner (or a director or officer of the Owner if the Owner is a corporation) under oath before a commissioner for taking affidavits in British Columbia, containing all of the information required to complete the statutory declaration.

11. **Damages and Rent Charge**

- (a) The Owner acknowledges that the District requires compliance with the provisions in this Agreement for the benefit of the community. The Owner therefore agrees that for each day the Land is occupied in breach of this

Agreement, the Owner must pay the District \$200.00 (the "Daily Amount"), as liquidated damages and not as a penalty, due and payable at the offices of the District on the last day of the calendar month in which the breach occurred. The Daily Amount is increased on January 1 each calendar year by the 12 month average percent increase in the Consumer Price Index for the previous calendar year. The Owner agrees that payment may be enforced by the District in a court of competent jurisdiction as a contract debt.

- (b) By this section, the Owner grants to the District a rent charge under section 219 of the *Land Title Act*, and at common law, securing payment by the Owner to the District of the amounts described in subsection 10(a). The District agrees that enforcement of the rent charge granted by this section is suspended until the date that is 30 days after the date on which any amount due under subsection 10(a) is due and payable to the District in accordance with subsection 10(a). The District may enforce the rent charge granted by this section by an action for an order for sale or by proceedings for the appointment of a receiver.
 - (c) The Director may, in his or her sole discretion, grant to the Owner full or partial relief from the obligation to pay liquidated damages on a case-by-case basis if the Owner establishes to the satisfaction of the Director, in the Director's discretion, that the breach for which the Daily Amount is payable was inadvertent. No such relief in relation to any particular default is to be construed as or deemed to constitute relief in relation to any other default other default.
12. **Specific Performance** – The Owner agrees that, without affecting any other rights or remedies the District may have in respect of any breach of this Agreement, the District is entitled to obtain an order for specific performance of this Agreement and a prohibitory or mandatory injunction in respect of any breach by the Owner of this Agreement. The Owner agrees that this is reasonable given the public interest in restricting occupancy of the Land in accordance with this Agreement.
13. **Notice of Housing Agreement** – For clarity, the Owner acknowledges and agrees that:
- (a) this Agreement constitutes both a covenant under section 219 of the *Land Title Act* and a housing agreement entered into under section 483 of the *Local Government Act*;
 - (b) the District is required to file a notice of housing agreement in the LTO against title to the Land; and
 - (c) once such a notice is filed, this Agreement, as a housing agreement under section 483 of the *Local Government Act*, binds all persons who acquire an interest in the Land in perpetuity.
14. **Compliance with Laws** – The Owner will at times ensure that the Land is used and occupied in compliance with all statutes, laws, regulations, bylaws, and orders of the District and other authorities having jurisdiction, including all rules, regulations, policies, guidelines and the like under or pursuant to them.

15. **Cost** – The Owner shall comply with all requirements of this Agreement at its own cost and expense, and shall pay the reasonable costs and expenses incurred and payment and expenditures made by the District, including without limitation, all survey, advertising, legal fees and disbursements and the District’s administration costs (as determined by the District’s charge out rate for District staff time) in connection with the preparation or enforcement of this Agreement and all other covenants, agreements and statutory rights of way granted by the Owner to the District or entered into between the owner to the District in respect of the development of the Land contemplated in this Agreement and ancillary documents and any modifications, discharges and partial discharges of them from time to time, and the costs of registration of such documents in the LTO.
16. **Limitation on Owner’s Obligations** – The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands.
17. **Interpretation** – In this Agreement:
- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
 - (b) any reference to a statute or by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute, by-law and regulations that may be passed which have the effect of supplementing or superseding such statute, by-law and regulations;
 - (c) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
 - (d) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
 - (e) reference to the “Land” or to any other parcel of land is a reference also to any parcel into which it is subdivided or consolidated by any means (including the removal of interior parcel boundaries) and to each parcel created by any such subdivision or consolidations;
 - (f) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
 - (g) reference to any enactment includes any regulations, orders, permits or directives made or issued under the authority of that enactment;
 - (h) unless otherwise expressly provided, referenced to any enactment is a reference to that enactment as consolidated, revised, amended, re enacted or replaced;
 - (i) time is of the essence;
 - (j) all provisions are to be interpreted as always speaking;

- (k) reference to a “party” is a reference to a party to this Agreement and the their respective heirs, executors, successors (including successors in title), trustees, administrators and receivers;
 - (l) reference to the District is a reference also to is elected and appointed official, officer, employees and agents;
 - (m) reference to a “day”, “month”, “quarter”, or “year” is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
 - (n) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”; and
 - (o) any act, decision, determination, consideration, opinion, consent or exercise of discretion by a party or person as provided in this Agreement must be preformed, made, formed or exercised acting reasonably, except that any act, decision, determination, consideration, consent, opinion or exercise of discretion that is said to be within the “sole discretion” of a party or person may be preformed, made, formed or exercised by that party or person in the sole, unfettered and absolute discretion of that party or person.
18. **Notice** – All notices and other communications required or permitted to be given under this Agreement must be in writing and must be sent by registered mail or delivered as follows:
- (a) if to the Owner, as follows:

Mosaic Emery Properties Ltd.
#500 – 2609 Granville Street
Vancouver, BC V6H 3H3

Attention: Max Bruce
Fax: (604) 685-3869
 - (b) if to the District, as follows:

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

Attention: Director, Planning Permits and Bylaws
Facsimile: (604) 984-8664

Any notice or other communication that is delivered is considered to have been given on the next business day after it is dispatched for delivery. Any notice or other communication that is sent by registered mail is considered to have been given five days after the day on which it is mailed at a Canada Post office. If there is an existing or

threatened strike or labour disruption that has caused, or may cause, an interruption in the mail, any notice or other communication must be delivered until ordinary mail services is restored or assured. If a party changes its address it must immediately give notice of its new address to the other party as provided in this section.

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

the Land is or they are consolidated (including by the removal of interior parcel boundaries) by any means.

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

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

SCHEDULE "A"
THE AFFORDABLE RENTAL UNITS

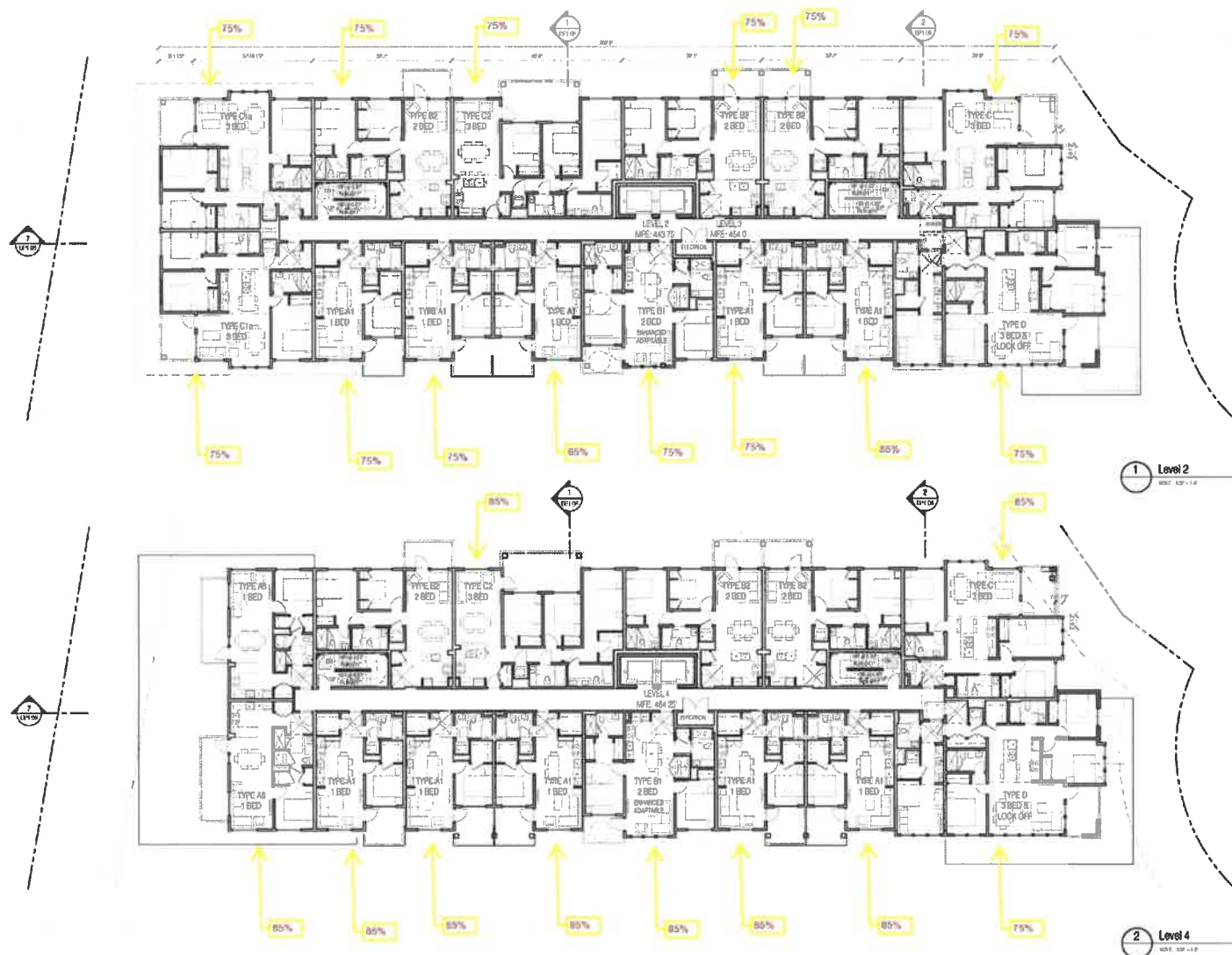


TABLE 4

Mosaic Homes
500-2509 Oranville Street
Vancouver, BC
V6H 3H3

1992

Emery Place

1225 Johnson Street
West of North Vancouver, BC

Source: *U.S. Census Bureau, 1997*

Phase 1
Level 2-3 Plan
Level 4-5 Plan

CHRYSLER MODEL YEAR	1994-1995	95
1994 Dodge	1994-1995	95
1995 Dodge	1995-1996	96
1996 Dodge	1996-1997	97
1997 Dodge	1997-1998	98
1998 Dodge	1998-1999	99

100

100

1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26

„Die Kunst des Schreibens“ 2004

100m

5071-10

—

DP2

DI 2.

DP2.10-5



000000

Mosaic Homes
 500-2009 Glenview Street
 Vancouver, BC
 V6H 3K3
MOSAIC

Emery Place

111.111.111
 111.111.111
 111.111.111

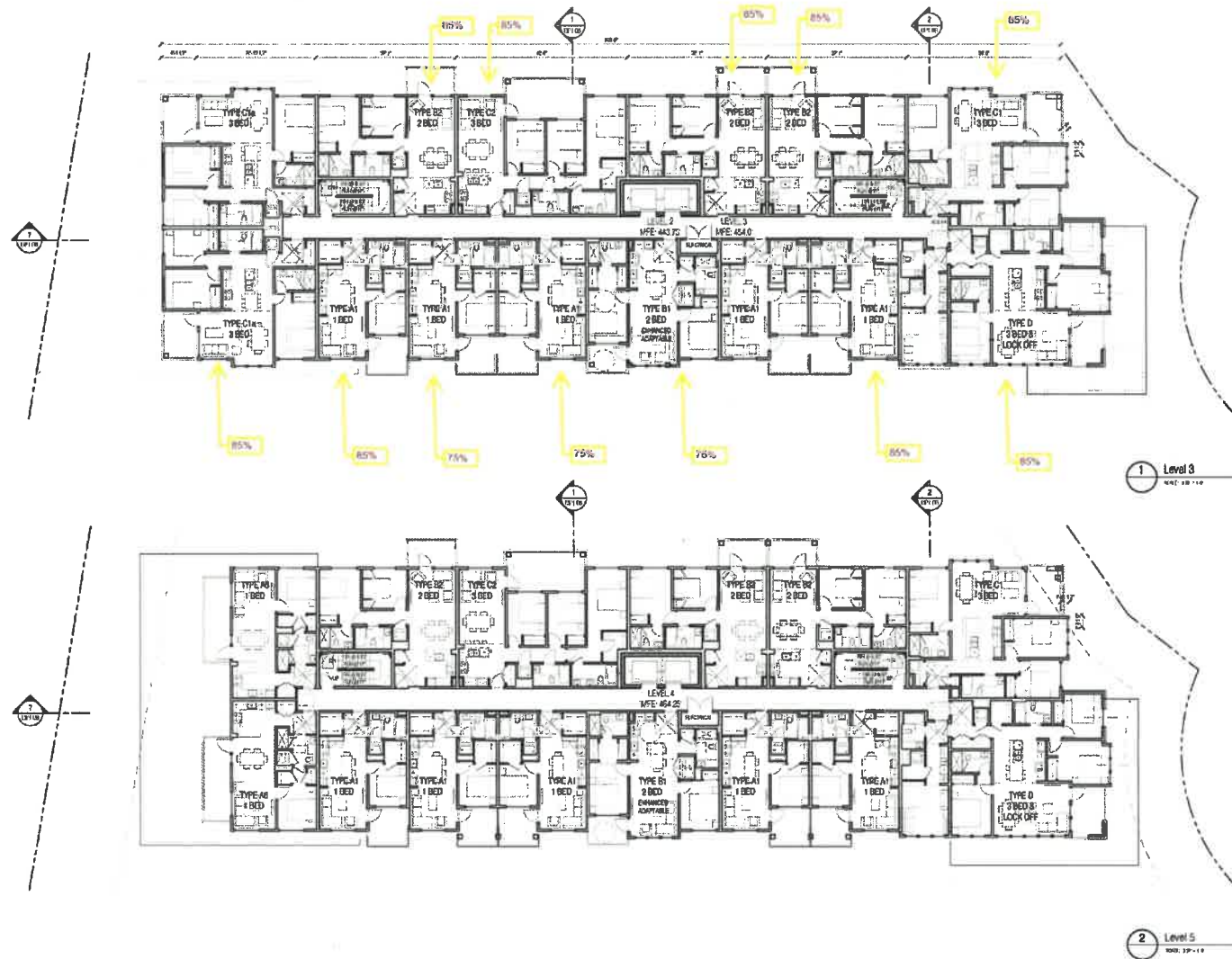
Phase 1
Level 2-3 Plan
Level 4-5 Plan

000000 000000 000000
 000000 000000 000000
 000000 000000 000000
 000000 000000 000000

000000 000000 000000
 000000 000000 000000
 000000 000000 000000
 000000 000000 000000

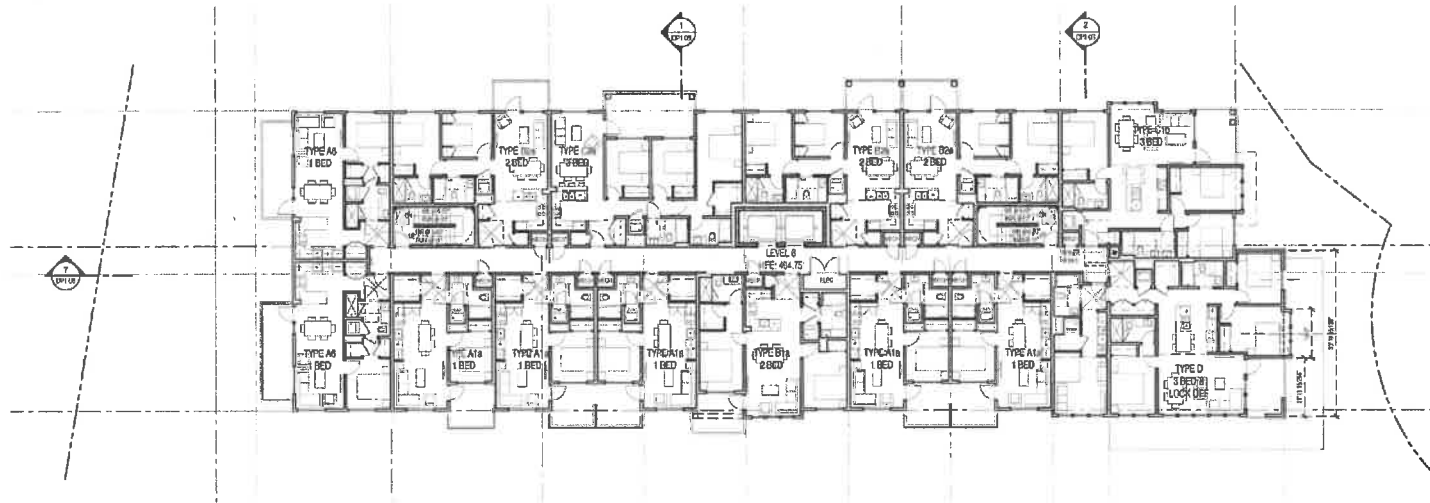


DP2.10-5

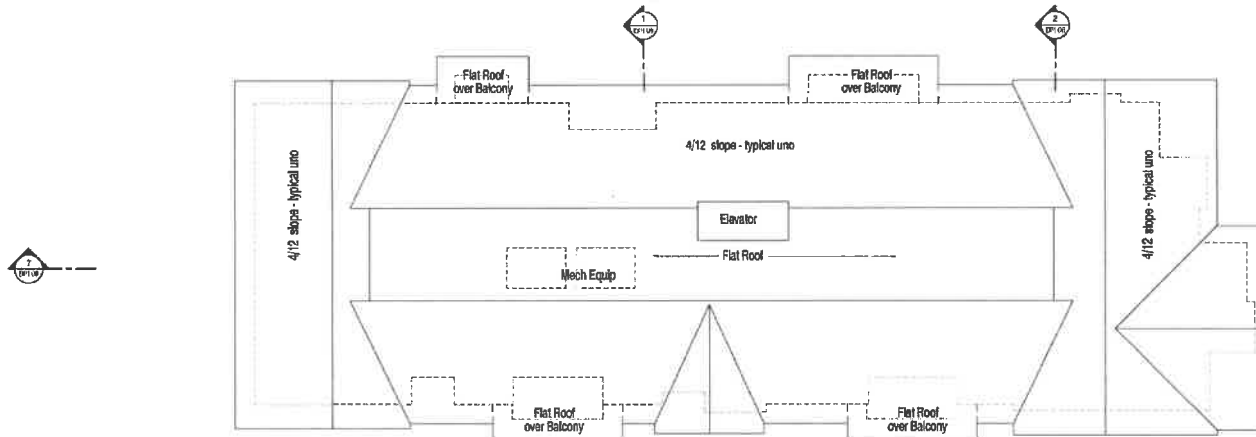


000000 000000 000000

Copyright reserved. These drawings and the design are, and all their contents, the intellectual property of the architect and shall be used without the consent of the architect. These drawings are not valid for construction unless a valid number is shown - based on Construction.



1 Level 6
Scale: 1/8" = 1'-0"



2 Roof Plan
Scale: 3/8" = 1'-0"



Mosaic Homes
1200-2200 Granville Street
Vancouver, BC
V6H 3A5
MOSAIC

Emergy Place
1200-2200 Granville Street
Vancouver, BC
V6H 3A5

Phase 1
Level 6 Plan
Roof Plan

NO.	DATE	BY
1	2017.10.10	JP
2	2017.10.10	JP
3	2017.10.10	JP
4	2017.10.10	JP
5	2017.10.10	JP

REVISIONS
NO. DATE BY
1 2017.10.10 JP
2 2017.10.10 JP
3 2017.10.10 JP
4 2017.10.10 JP
5 2017.10.10 JP



DP2.10-6

SCHEDULE “B”
THE AFFORDABLE RENTAL UNITS – RENTAL RATES

	1 bed	2 bed	3 bed	4 bed
“Market”	\$1,600	\$2,250	\$2,500	\$2,650
85% (23 units)	\$1,360	\$1,913	\$2,125	\$2,253
75% (19 units)	\$1,200	\$1,688	\$1,875	\$1,988

SCHEDULE "C"
STATUTORY DECLARATION

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

I, _____, of _____, British Columbia, do solemnly declare:

1. That I am the _____ (director, officer, employee) of _____, (the "Owner") the owner of the land legally described as *[insert legal]* and and *[make this declaration to the best of my personal knowledge] [have been informed by _____ and believe the statement in this declaration to be true].*
2. This declaration is made pursuant to the Housing Agreement.
3. On _____:
 - (a) all of the Affordable Rental Units (as defined in the Housing Agreement) were occupied by tenants pursuant to Arm's Length (as defined in the Housing Agreement) month-to-month residential tenancy agreements or Arm's Length residential tenancy agreements with terms not exceeding three year in duration that comply with section 6 in the Housing Agreement subject to the following vacancies _____(*nil if left blank*); and
 - (b) the names and addresses of all of the tenants in the Affordable Rental Units are listed in Schedule A to this statutory declaration.
4. To the best of my knowledge and belief the Owner is not in breach of any of its obligations under the Housing Agreement.
5. The Owner has used commercially reasonable efforts to obtain the most recently filed income tax returns or assessment notices from Canada Revenue Agency for each occupant of each Affordable Rental Unit, and has reviewed same, and I have, to the extent reasonably possible based on the information provided to the Owner by tenants, confirmed that as of _____, _____ the tenant(s) of each Affordable Rental Unit continue to qualify for their Affordable Rental Unit because the aggregate income of all occupants residing in the Affordable Rental Unit meets the Eligibility Requirement, as defined in the Housing Agreement, except as specifically set out in Schedule B.
5. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

SWORN BEFORE ME at the _____, in the _____)
Province of British Columbia, this ____ day of _____)
_____, 20___.)
)
)

_____) Signature of person making declaration
A Commissioner for Taking Affidavits for British Columbia)

Schedule A to the Statutory Declaration of _____

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

Schedule B to the Statutory Declaration of _____

List the tenants who no longer meet the Eligibility Requirement together with reasons why.

BOB HEASLIP

DEVELOPMENT PLANNING STRATEGIES

EMERY VILLAGE PUBLIC INFORMATION SESSION

MEETING SUMMARY REPORT

Meeting Date: October 18, 2017

Time: 6:00 pm – 8:00 pm

Location: Argyle Secondary School, Cafeteria, 1131 Frederick Rd., Lynn Valley, North Vancouver

Attendance: Approximately 85 community members

Meeting Purpose: As requested by District of North Vancouver Planning for the Detailed Rezoning Application:

- To present proposed development details
- To provide an opportunity to ask questions, receive comments and suggestions about the proposed development

Notification: By newspaper advertisements in the North Shore News, direct delivery to 652 addresses with 100 metres of the site, and by a site sign installed 2 weeks prior to the Information Session, all in accordance with District of North Vancouver requirements

Project Team:

Presenters:

- Luciano Zago, Mosaic Homes (MH)
- Bob Worden, Ramsay Worden Architects (RWA)
- Stephen Vincent, Durante Kreuk Landscape Architects (DKL)
- Donna Howes, Howes Technical Advantage, Transportation (HTA)

Additional Support:

- Max Bruce, MH
- Chris Barbatti, MH
- Kristina Kovacs, MH
- Andrea Camp, MH
- Geoff Duyker, MH
- Sara Jellicoe, MH
- Caroline Polyakov, MH
- Megan Nosek, MH
- Cindy Brenneis, RWA
- Declan Rooney, WS Group Civil Engineers (WSG)

District of North Vancouver:

- Casey Peters, Development Planner

Facilitator:

- Bob Heaslip (BH), Development Planning Strategies (DPS)
Facilitator

Overview:

Participants were welcomed by Mosaic staff, requested to sign in, and were directed to comment sheets, an adjacent area where having had a dialogue with the proponent representatives and consultants, they could complete the comment sheets, and then deposit them in a secure box.

They were also directed to refreshments and the display boards and project model, which were located at the back of room, with the Consultant and Developer representatives attending, and the District Planning Department representative available near each board and the model to discuss the plans and answer questions in an Open House format.

The formal presentation portion of the meeting began at 6:25 pm, with introductions by Bob Heaslip, the Facilitator, of the project team and the District Planning Dept. representative. BH then outlined how the meeting would proceed, with a presentation of approximately 25 minutes by the Mosaic team providing project information, followed by the opportunity for attendees to ask clarifying questions and comment on the proposal for a period of about an hour.

He noted that this meeting is intended to present the revised formal rezoning development concept to community members prior to proceeding to a District Council Public Hearing. He requested that participants to hold their questions until the end of the presentation, and be respectful of each other's questions, comments and opinions. BH reminded participants to complete the Comment Sheets and either leave them at the table by the entry, or email them to either Casey Peters at the District.

The Mosaic representative then provided background on his company, indicating that it is a local development company that has built a number of residential projects in the Metro Vancouver area over the last 17 years. He noted that a number of Mosaic principals live or grew up in North Vancouver, and the company is looking forward to building a quality project that complements the community. He further described the process Mosaic has undertaken to collaborate with the Emery Village rental residents and the District of North Vancouver Planning and neighbours to create a project that is well accepted by the community. He also outlined the progress and changes made since the last Open House meeting in February of 2017, based on the input received.

The project Architect gave an overview of the site location, project statistics, design and intent of the proposed layout and landscape spaces, referring to a range of building views and images matched to the location of the buildings on the site plan. In addition he touched on the key revisions to the plan based on community and District input since February.

The Landscape Architect reviewed existing tree locations on site, and in particular talked about significant trees to be retained and protected, as well as the trees that required removal. Using the landscape plan and character images, he reviewed the overall landscape plan referring to intent of using native planting, flowering plants and natural elements in the key open space areas.

The Transportation consultant summarized the North Vancouver transportation improvements for the area and their present construction status. She then touched on the Lynn Valley Town Centre transportation improvements around the project site that will occur as other sites also develop over time, including those directly related to the Emery Village development. She also provided a summary of the traffic and parking analysis for the project including traffic demand.

Dialogue:

Following the Project Team presentation, the following questions and comments were provided.

(Q = Question, A = Answer, C = Comment)

Q What is the size of the townhouse patios?

A About 12 ft. by 12 ft.

C The setback from homes at the south end of the site should be larger.

Q How much parking is there for residents?

A The District per unit parking requirement within the Lynn Valley Town Centre Plan is - .1 space for visitors, 1.5 spaces for townhomes, 1.1 spaces for apartments, and .75 spaces for rental units. The project meets or exceeds these requirements for all phases of development.

Q Is there a project Traffic Plan?

A Yes a Traffic Plan has been submitted and is under review by District staff.

Q What is the bedroom mix for the rental building?

**Emery Village, 1200-1259 Emery Place, North Vancouver - Public Information Meeting -
Facilitator Summary Notes
October 18, 2017**

- A There are 5 - 4 bedroom units, 18 - 3 bedroom units, 22-2 bedroom units, and 39 - 1 bedroom units for a total of 84 units.
- Q How big are the rental units?
- A The average unit size is approximately 800 sq. ft. Affordability is spread across all unit types.
- Q When does the surrounding road network changes happen?
- A That will depend on the timing of future adjacent development projects.
- C I'm excited about this project as it provides an opportunity to downsize from my existing home.
- Q How is it decided where the Community Amenity Charges (CAC's) are spent?
- A The District has a priority allocation list for CAC money collected from development projects in the area. That list can be supplemented based on additional project suggestions from community residents.
- C The Lynn Valley Youth Centre would be a good place to allocate CAC funds.
- Q The Picnic Area south of the townhomes appears close to neighbours, what exactly is the nature of this use?
- A It is intended to be a low-key, small scale area with a few benches that connects by pathway to the children's play area to the northwest.
- C The Picnic Area should be a quiet area.
- C The CAC's should also be allocated to a neighbourhood play area, perhaps in Kirkstone Park as there is no small children's play area there.
- Q What is proposed for bikes as part of the plan?
- A Bike trail connections to Kirkstone park are proposed, and Emery Place which will be a quiet street and bike friendly, but as it not a main street, no dedicated bike lanes are proposed.
- C A full signal at Mountain Highway and Emery Pl. is a good idea. Not all drivers stop at the existing pedestrian signal making it difficult to cross safely. A full signal will assist pedestrians going to both Ross Road Elementary School and Eastview Elementary School.

**Emery Village, 1200-1259 Emery Place, North Vancouver - Public Information Meeting -
Facilitator Summary Notes
October 18, 2017**

- Q Is the project doing anything for rapid transit?
- A Rapid Transit is a TransLink responsibility. Some of the main routes in North Vancouver have a 5 minute bus frequency of service at peak hours, however there is not enough population density on the North Shore to warrant rapid transit service at this time.
- C Happy to see rental numbers going up with the project and addressing affordability of units.
- Q Is there any consideration of daycare as a CAC in the area?
- A This could be considered by the District, please include this idea on the Comment Sheet.
- C I appreciate the supply of 3 and 4 bedroom rental units in the project.
- Q What will happen to the approximate 400 new cars from the project, will they all use Emery Place?
- A There are not 400 trips per day from the vehicles. The net new trips in the AM peak is approximately 135 two-way trips, and in the PM peak is in the order of 165 two-way trips, while remaining trips are spread across the remainder of the day. This project is contributing to the overall future road network, and when other sites in the neighbourhood redevelop, their road upgrades will be connected to the Emery Village upgrades. The Emery Village Traffic Study is still under review with the District.
- C I like the proposed common space, playground and townhomes.
- C I'm happy with the proposed family housing options.
- Q What is the Sustainability Certification for the project?
- A We are reviewing both LEED Gold and Built Green Gold standards to determine the most appropriate designation for the project.
- Q Are any lock-off suites proposed as mortgage helpers?
- A No there are none proposed.
- Q How was it decided to have approximately half of the rental units as 1 bedroom?
- A Mosaic conducted a detailed survey of existing Emery Village rental residents family make-up and unit needs to arrive at a suitable unit combination. The survey resulted in 54% - 2,3 & 4 bedroom units and 46% 1 bedrooms to meet those needs.

**Emery Village, 1200-1259 Emery Place, North Vancouver - Public Information Meeting -
Facilitator Summary Notes
October 18, 2017**

- Q How does the proposed FSR compare to the District OCP FSR?
- A The project FSR is 2.16, while the District OCP maximum is 2.50.
- Q How has accessibility to the townhouses been addressed?
- A The design of the townhomes ensure that the main entry meets grade providing for accessibility, but they are 3 storeys in height which does not provide for ease of accessibility to the 2nd and 3rd floors.
- Q Have you considered stacked townhouses?
- A These are not a great alternative because the upper floors don't get great outdoor space with only 1 deck, while the lower floor is under the shadow of that deck. So it is a compromise situation. In addition, stacked townhomes would not allow direct access from the unit parking space to the townhome basement level.
- C I run a small business in North Vancouver, and have trouble hiring employees due to the lack of affordable housing. This labour shortage leads to shorter business hours but also impacts all small businesses in North Van. As a result I support increased affordable housing density, including rental.
- Q What is the required setback for 3 storey multi-family homes from adjacent single family homes?
- A As the zone is a CD (Comprehensive Development) Zone, the rules are tailored to the site layout and design, and therefore the setbacks are chosen to be as sensitive a scale as possible to neighbouring buildings.
- C There are no trees in the backyards of 2 homes adjacent to the southwest corner of the site, and therefore there will be a big impact on those homes due to a small setback from the 3 storey end of the rental building.
- Q Is the project being phased so that the renters could stay during construction?
- A This approach is still under consideration with the District, but the resulting cost implication to the CAC contribution would be a high cost. There is an option currently being discussed of providing additional compensation in lieu of phased demolition.
- Q Is transit service being increased to serve the increase in population in the area?
- A This will be determined in discussion with TransLink.
- Q Is the proposed amenity a shared amenity?

**Emery Village, 1200-1259 Emery Place, North Vancouver - Public Information Meeting -
Facilitator Summary Notes
October 18, 2017**

- A Yes for residents within the complex, and the space includes a pool, gymnasium and multi-purpose rooms. The amenity is not intended to serve the general public.
- C The idea of Mosaic owning the rental building in perpetuity is good.
- C I would appreciate introduction of a traffic light at Emery Pl. and Mountain Highway.
- C There is a need for an improved pedestrian route, and an increase in sidewalk width on both sides of Mountain Highway, particularly for school students.
- Q What is the timeline for tenants to come back to the new rental?
- A As illustrated on one of the display boards, it is approximately 2 years following District approval of the Building Permit.
- Q Mountain Highway traffic volume is very bad. Is the traffic investigation sufficient to resolve this issue?
- A We are working with the District, who in turn are liaising with the Province about traffic demand and volumes.
- C We need a crosswalk and improved sidewalk route to Eastview Elementary School as the current route is unsafe.
- A The District has a priority list for sidewalk improvements, but the District representative was not aware whether the Kirkstone and Mountain Highway pedestrian improvements are on that list. It was recommended that this suggestion for a new sidewalk be included on a comment sheet.

Summary

Based on the questions and comments made at the meeting, the 34 Comment Sheets dropped at the table following the meeting, and __ additional comments subsequently submitted to the District at the writing of this report, the following supportive statements, and concerns were highlighted:

Comments

Supportive

- Project allows for housing options and livability of Lynn Valley
- Proposed mix of rental and ownership provides diversity
- Affordable rental and retention of rental on site is important
- Such new development allows for people to remain in community
- Looks like a viable and healthy place to live
- Is integrated with the neighbourhood and community

8210 Elliott Street, Vancouver, BC V5S 2P2
CELL - 604-838-6588 OFFICE - 604-899-4474
EMAIL – planit54@telus.net

Page 7 of 10

**Emery Village, 1200-1259 Emery Place, North Vancouver - Public Information Meeting -
Facilitator Summary Notes
October 18, 2017**

- Believe the project provides an opportunity for young families to live and grow in the project
- Appreciate construction timing occurs after most other community construction is complete
- Very pleased 84 rental homes proposed and a significant portion will be below market
- Happy to see affordable family housing options
- Like the layout - exciting addition to Lynn Valley, especially increase in rental units
- Like the potential to move back to Lynn Valley that I had to leave due to affordability
- Would prefer additional density on this site, but the proposal is adequate
- Responsible design that will serve young families
- Good and thoughtful design, layout and density
- Developer understands local lifestyle, gets the community plan thoughtful master plan with outdoor spaces and safe trail connections to the mall and Kirkstone Park that will boost walkability, improving traffic conditions
- Mix of 3 bedroom units, townhouses and rental units is good for North Vancouver
- Support any development that increases rental stock, affordable units or density in to support of growth of community businesses which have labour shortages
- Provides opportunity to downsize from existing home, and remain in community I've lived my whole life
- Appreciate provision of new pathway connections to Kirkstone Park

Concerns/Suggestions:

- Bike storage is important
- Please require planting of more evergreens than deciduous trees
- Suggest increased setbacks/landscaping to be consistent with existing single family yard setbacks from townhomes and rental building for existing homes on Kirkstone Pl., due to incredible closeness of rental building and visual impact on Kirkstone Place single family homes
- Concerned with the correct rental compensation plan, and implementation of relocation back to Emery Pl.
- Very concerned about increased traffic impact on school children and safety of crossings
- Concern of the amount of onsite green space for owners and renters
- Could there be a bit more open space to play in the townhouse area?
- Loss of skyline
- General traffic impact and population growth
- Lack of infrastructure for rapid transit
- The impact on capacity of Lynn Valley schools already using portables
- Control of construction noise and dust and meeting construction bylaw requirements

8210 Elliott Street, Vancouver, BC V5S 2P2
CELL - 604-838-6588 OFFICE - 604-899-4474
EMAIL – planit54@telus.net

Page 8 of 10

**Emery Village, 1200-1259 Emery Place, North Vancouver - Public Information Meeting -
Facilitator Summary Notes
October 18, 2017**

- Too many buildings being developed in North Vancouver with no more room for additional people
- Affordability not available in North Van pushing families off the North Shore
- Proposed density seems high, but Kirkstone Park open space might offset this
- Has a CPTED analysis been done for the project?
- Are the proposed open space areas safe for the elderly?
- CAC's should be used for a Lynn Valley Youth Centre or children's play area in Kirkstone Park
- Does the balance of proposed rental bedroom unit types meet community needs?
- How are CAC allocations decided and by whom?
- Concerned with enough parking, particularly for rental visitors
- Addition of traffic impact to an already congested area
- Width of townhouses at 13 feet seems incredibly narrow
- Addition of dedicated project resident car sharing would improve affordability
- What will happen to the forest area that is currently on the north side of Kirkstone Park?

Meeting Conclusion

BH thanked everyone for attending, for their patience during the meeting, and their comments and questions about the project. He will be preparing a meeting summary report for submission to the District of North Vancouver as part of the zoning process.

He also noted that the Public Hearing, which the community can attend and speak to the project is anticipated in the next several months, and notification by mail to those within 100 metres, and news announcements will confirm the date & time.

Bob encouraged the Community members to keep in touch throughout the District Rezoning process, by contacting the project website (www.emeryvillage.ca) if there were any further questions or comments for Mosaic Homes, and Casey Peters (petersc@dnv.org), if there were any further questions or comments for the District Planning Dept. The District website (www.dnv.org/property-development/1200-1250-emery-place-emery-village) also provides updated information as the development proceeds through District process.

The formal portion of the meeting adjourned at 8:00 pm., and a number of attendees returned to the display boards for further discussion with project representatives until approximately 8:30 pm.

Note:

- 85 people filled out their contact information on the Sign In Sheets
- 34 people filled in Comment Sheets and left them in the Comment Box.

8210 Elliott Street, Vancouver, BC V5S 2P2
CELL - 604-838-6588 OFFICE - 604-899-4474
EMAIL – planit54@telus.net

Page 9 of 10

**Emery Village, 1200-1259 Emery Place, North Vancouver - Public Information Meeting -
Facilitator Summary Notes
October 18, 2017**

- 4 additional comments were emailed by October 26, 2017.

Attachments:

- News ads
- Notification Flyer
- Delivery Map
- Site sign photos
- Sign in Sheets (completed)
- Comment Sheets
- Emails, Comment Sheets & Letters (Subsequently received)

*Prepared by Bob Heaslip,
October 26, 2017 Draft
Final Report Issued November 08, 2017*

These notes are intended and assumed to be a fair, accurate reflection and record of the dialogue that occurred, unless the writer is informed otherwise in writing.

Windsor wins again as regular season kicks off



Windsor's Sean Werbowski finds some running room during a 25-14 win over Hugh Boyd in AA football action Friday. More photos: nsnews.com. PHOTO PAUL MCGRATH

The Windsor Dukes football team kept on winning this week, topping the Hugh Boyd Trojans 25-14 to open regular season play in the Western AA Conference.

The win moved the Dukes to 3-0 on the season, 1-0 in league play. The dynamic duo of quarterback Ryan Baker and receiver Julien Perri led the way, connecting six times, including three touchdowns. Baker also ran in a touchdown as the Dukes completed a fourth-quarter comeback for the win.

Baker also led the team on defence with nine tackles in the game. This Friday the Dukes will be at William Griffin turf field for a cross-town showdown against the Argyle Pipers. Kickoff is at 3 p.m.

The Pipers are also coming off a win, having gone on the road to knock off Holy Cross 27-21 in Surrey on Saturday. Declan Confortin caught two touchdown passes from quarterback Mac Ward while Devin O'Hea



West Van tacklers get a grip on a runner from Nanaimo District during AAA action Friday. Visit nsnews.com to see more photos of the action. PHOTO PAUL MCGRATH

was dominant on both sides of the ball, scoring on an interception return and registering 10 tackles on defence while hauling in 10 catches for 113 yards on offence.

At the AAA level the North Shore teams weren't so fortunate, with the West Vancouver Highlanders losing at home 29-6 against Nanaimo District and the Carson Graham Eagles losing on the road 48-0 against

Notre Dame.

The Eagles will host Vancouver College Friday at 3:45 p.m. at Carson Graham, while West Van will go on the road this week to take on Rutland Secondary.

The Handsworth Royals will get back into action in the AAA Pacific Division this week, traveling to the Island to take on Nanaimo District Thursday.

— Andy Prest

Pink day Oct. 21 at Capilano

From page 29

and they have a lot of returning talent," said Valle. "Our expectation really is to win the competition. Anything less is not really what we're

looking for."

Regardless of where they finish the season, Valle said he is happy to have found a home at Capilano.

"It's great to be part of something where you have

that community, club feel," he said. "You never feel unwelcome here. It's actually quite a pride thing to be part of this club, because when you mention it, people know who they are."

PUBLIC INFORMATION MEETING EMERY VILLAGE DEVELOPMENT

DATE: Wednesday, October 18, 2017, 6:00-8:00pm
VENUE: Argyle Secondary School cafeteria
1131 Frederick Road, Lynn Valley, North Vancouver

Mosaic invites you to a meeting to review plans for The New Emery Village at 1200-1259 Emery Place. Our proposal is consistent with the Official Community Plan, helping to achieve the District of North Vancouver's vision of increasing housing options for North Shore residents within walking distance of the Lynn Valley Town Centre. Proposed housing choices include townhomes, apartments, and rental homes to accommodate a wide range of residents including renters, empty nesters, young families, couples and first time buyers.

The existing 61 rental homes will be replaced with 84 rental homes, in a mix of affordable rental and market rental.

The development offers several neighbourhood infrastructure improvements, such as new roads and services, and better access to Kirkstone Park through new pedestrian pathways.

A flyer is being distributed to owners and occupants within 100 metres of the site in accordance with DNV policy. This is not a Public Hearing. DNV Council will formally consider the proposal at a future date.

We look forward to hearing your feedback on The New Emery Village. You can learn more at www.emeryvillage.ca.

APPLICANT: Kristina Kovacs, Mosaic Homes
604-685-3888

DISTRICT: Casey Peters, Planning Department
604-990-2388



STICK WORK Handsworth's Grace Delmotte shadows West Van's Alix Vanry during a North Shore senior girls AAA field hockey matchup Oct. 4 at Rutledge Field. West Van won 3-2 to move to top spot in the league with a 3-0 record, while Handsworth dropped to 1-1. Visit nsnews.com to see more photos from the game. PHOTO PAUL MCGRATH

Lyrics a big part of Waits' timeless tunes

From page 13

No description of Waits seems complete without some ill-advised attempt to describe his voice. It's gruff and guttural. Frank Sinatra bitten by a werewolf. A hydraulic excavator suffering a bout of melancholy. "Obviously, nobody does a Tom Waits song like Tom Waits," Dawson says.

But if you can divorce the voice from the words you're left with great songs, Dawson explains.

"Tom Waits is such a blank slate in that way," Dawson says.

"He's timeless," Black agrees.

For Black, a great part of Waits' appeal is his lyrics.

There's "Small Change," where Waits describes the scene of a homicide. He mentions tuberculosis sufferers who wheeze and cough before adding: "and someone will head south until this whole thing cools off."

Likely his most famous lyrics are from "Heart Attack and Vine:" "Boney's high on China white, Shorty found a punk, don't you know there ain't no Devil, there's just God when he's drunk."

"You put an eclectic mix of performers in front of that



Tom Waits (left) produced John Hammond's retrospective album of his music, *Wicked Grin*, in 1991. PHOTO SUPPLIED

group of songs, and suddenly you've got a really cool show," Dawson says.

And while he describes Waits as a "totally singular performer," Dawson also credits Kathleen Brennan, Waits' partner in music.

"She's just as important

to that whole enigma as he is."

Waits has often been emulated (once leading to his successful lawsuit against Frito-Lay over a Doritos commercial featuring a sound-alike performer) but while it might be flattering,

Dawson doesn't recommend imitation.

"I think that would be a horrific mistake."

Some songs at the Kay Meek will get full arrangements including a horn section (and possibly a pump organ), others will be

delivered bare and stripped and some of it, Dawson says, "is a little unknown."

"It's not totally clear to people what they're in for," Dawson says. "I think that's cool and that should be embraced because we don't necessarily know, either."

Band blurs categories

From page 27

experimenting with electric instrumentation and has routinely rounded out the Keith Jarrett Trio on drums, just to name a few.

Equally comfortable playing jazz in a more acoustic or traditional setting as he is diving into a world of jazz fusion and funk, DeJohnette sees precious little difference when it comes to so-called genre — whether it's rock music or some form of jazz.

"The point is these categories were created for marketing purposes. But music is music and all music is world music," he explains. "Jazz is a limiting term, really."

With Hudson, the music leans towards the electric end of the spectrum — largely due to John Scofield's plugged-in guitar skills and band members' desire to pay homage to rock classics.

But the four bandmates carry the load in equal measure, DeJohnette says. "The conversation gets passed around rhythmically, harmonically, melodically."

The overall goal of the band might be even simpler: "I would just want to go out and play music and make people feel good and have a great time."

Oct 5 – 22 | 2017

SECHELT
ARTS
FESTIVAL

17 events over
17 days at various
Sechelt venues

Canada

BRITISH COLUMBIA
ARTS COUNCIL
An agency of the Province of British Columbia



Coast Reporter

Sechelt



secheltartsfestival.com



PUBLIC INFORMATION MEETING EMERY VILLAGE DEVELOPMENT

DATE: Wednesday, October 18, 2017, 6:00-8:00pm
VENUE: Argyle Secondary School cafeteria
1131 Frederick Road, Lynn Valley, North Vancouver

Mosaic invites you to a meeting to review plans for The New Emery Village at 1200-1259 Emery Place. Our proposal is consistent with the Official Community Plan, helping to achieve the District of North Vancouver's vision of increasing housing options for North Shore residents within walking distance of the Lynn Valley Town Centre. Proposed housing choices include townhomes, apartments, and rental homes to accommodate a wide range of residents including renters, empty nesters, young families, couples and first time buyers.

The existing 61 rental homes will be replaced with 84 rental homes, in a mix of affordable rental and market rental.

The development offers several neighbourhood infrastructure improvements, such as new roads and services, and better access to Kirkstone Park through new pedestrian pathways.

A flyer is being distributed to owners and occupants within 100 metres of the site in accordance with DNV policy. This is not a Public Hearing. DNV Council will formally consider the proposal at a future date.

We look forward to hearing your feedback on The New Emery Village. You can learn more at: www.emeryvillage.ca.

APPLICANT: Kristina Kovacs, Mosaic Homes
604-685-3888

DISTRICT: Casey Peters, Planning Department
604-990-2388



Please note, this is not a public hearing.
District Council will formally consider the proposal at a future date.

Meeting Agenda:

Doors Open:	6:00pm
Presentation:	6:30pm - 6:45pm
Discussion:	6:45pm - 8:00pm

For further information please contact:

Kristina Kovacs, Mosaic Homes
Development Manager
Kristina.Kovacs@mosaichomes.com
604-685-3888

Casey Peters, District of North Vancouver
Community Planner
PetersC@dnv.org
604-990-2388

Notice of a Public Information Meeting in Your Neighbourhood

Mosaic Homes is hosting a Public Information Meeting to present the development proposal for a multi-family development for Emery Village at 1200-1259 Emery Place.

This information package is being distributed to the owners and occupants within 100 metres of the proposed development site in accordance with District of North Vancouver policy.

Meeting Time and Location:

October 18, 2017
6:00 - 8:00 pm

Argyle Secondary School cafeteria
1131 Frederick Road,
Lynn Valley, North Vancouver

Mosaic Homes invites you to a Public Information Meeting to review our plans for The New Emery Village at 1200-1259 Emery Place.

The plan is consistent with the Official Community Plan guidelines, to help achieve the District's vision of offering more housing options for North Shore residents within walking distance of the Lynn Valley Town Centre. The proposed housing choices will accommodate a wide range of residents including renters, empty nesters, young families, couples and first time home buyers. While the allowable density is 2.50 FSR, our proposal is below that at 2.14 FSR on the 5.03 acre site.

The proposal is for 409 homes, including:

- 84 rental homes,
- 218 concrete apartments,
- 61 woodframe apartments, and
- 46 three and four bedroom townhomes.

We propose to replace the existing 61 rental homes with 84 rental homes, in a mix of both affordable and market rental apartments.

Underground parking is proposed, including visitor parking spaces.

The development offers several neighbourhood infrastructure improvements, such as new roads and services, and better access to Kirkstone Park through new pedestrian pathways.

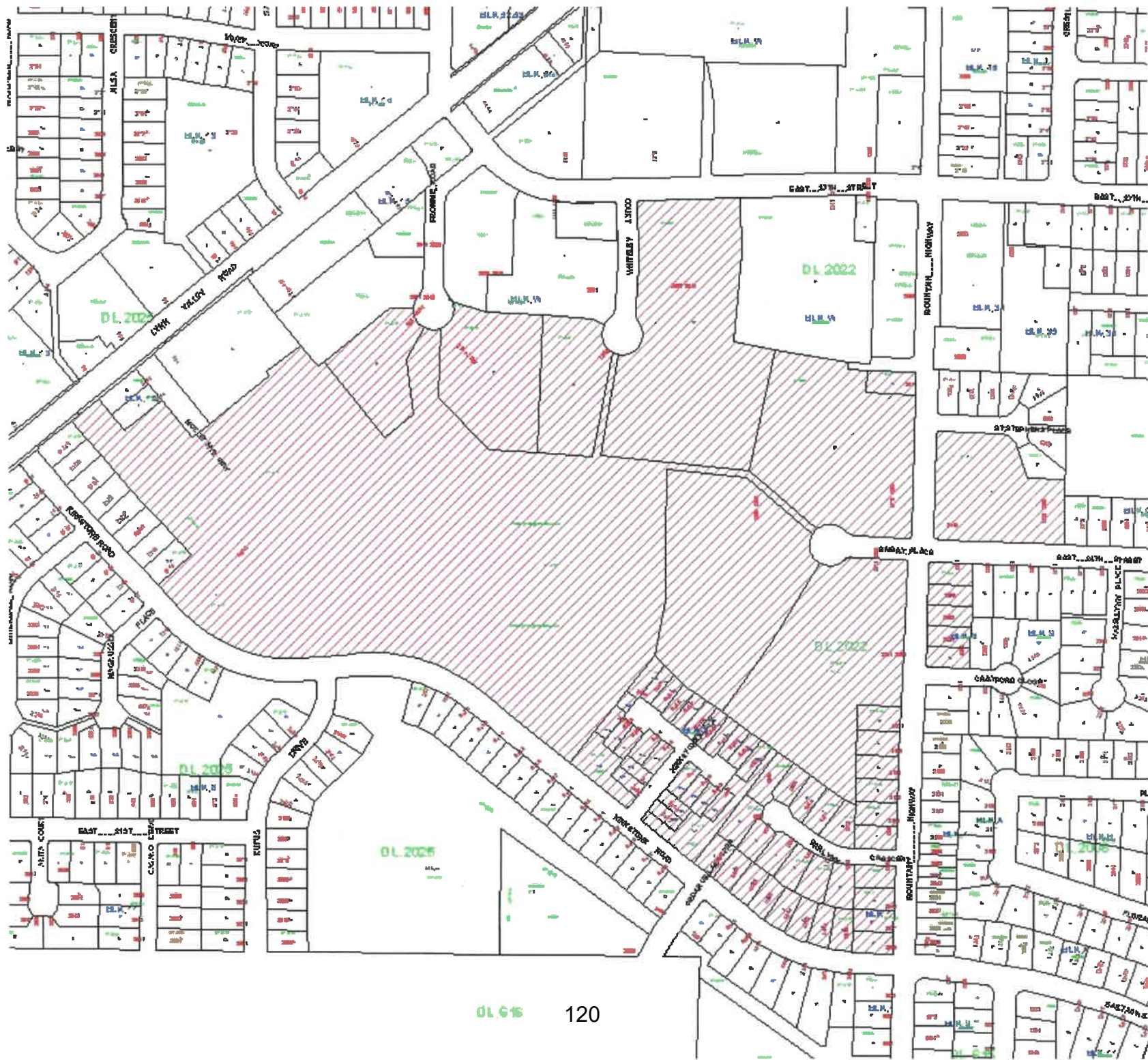
**We look forward to hearing your feedback on
The New Emery Village.**



Site Plan



View of building entries







PUBLIC HEARING

1200-1259 Emery Place

411 UNIT RESIDENTIAL DEVELOPMENT

What: A Public Hearing for Bylaw 8304, a proposed amendment to the Zoning Bylaw, to permit the development of a 411 unit multi-family residential development.

When: 7 pm, Tuesday, May 15, 2018

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



What changes?

Bylaw 8304 proposes to amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 115 (CD115) and rezone the subject site from Multi-Family Residential Zone 2 (RM2) to CD115. The CD115 Zone addresses use and accessory uses, density, setbacks, building height, building and site coverage, landscaping and storm water management and parking.



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

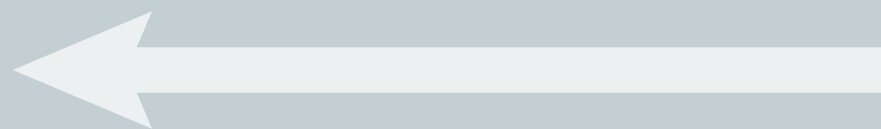
When can I speak?

We welcome your input Tuesday, May 15, 2018, 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 bylaws are available for review at the Municipal Clerk's Office or online at dnv.org/public_hearing from May 1 to May 15. Office hours are Monday to Friday 8 am to 4:30 pm, except statutory holidays.

See this ad to the left?



Council is about to deliberate on a significant development proposal.

But we understand that in today's busy world, not everyone has the time to appear in person and speak at a Public Hearing.

We're making it easy for you to reach us with your thoughts and opinions on this development.



Writing to us carries just as much weight as coming to speak, so drop us an email at input@dnv.org, and put EMERY PLACE in the subject line.



To watch the hearing **catch our livestream** from council chambers at dnv.org/watchlive starting at 7pm on May 15.



If you would like to **speak in person**, you can register in person starting at 6 pm on May 15 at District Hall, 355 W. Queens Road.

Learn more about the public hearing process and how you can participate at dnv.org/public_hearing

THIS PAGE LEFT BLANK INTENTIONALLY