

# AGENDA

## *REGULAR MEETING OF COUNCIL*

**Monday, June 18, 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



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## **REGULAR MEETING OF COUNCIL**

**7:00 p.m.**  
**Monday, June 18, 2018**  
**Council Chamber, Municipal Hall,**  
**355 West Queens Road, North Vancouver**

### **AGENDA**

#### **BROADCAST OF MEETING**

- Online at <http://app.dnv.org/councillive/>

#### **CLOSED PUBLIC HEARING ITEMS NOT AVAILABLE FOR DISCUSSION**

- Bylaw 8262 – OCP Amendment 1923 Purcell Way
- Bylaw 8263 – Rezoning 1923, 1935, 1947 and 1959 Purcell Way
- Bylaw 8239 – Rezoning 3030 Sunnyhurst Road
- Bylaw 8249 – Rezoning 2932 Chesterfield Avenue
- Bylaw 8250 – OCP Amendment 1944 & 1976 Fullerton Avenue, 1963-1985 Sandown Place & 2028-2067 Glenaire Drive
- Bylaw 8251 – Rezoning 1944 & 1976 Fullerton Avenue, 1963-1985 Sandown Place & 2028-2067 Glenaire Drive
- Bylaw 8304 – Rezoning 1200-1259 Emery Place
- Bylaw 8292 – Rezoning 4670 Capilano Road
- Bylaw 8278 – OCP Amendment 1031 Ridgewood Drive
- Bylaw 8256 – Rezoning 1031 Ridgewood Drive

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

##### **1.1. June 18, 2018 Regular Meeting Agenda**

*Recommendation:*

THAT the agenda for the June 18, 2018 Regular Meeting of Council for the District of North Vancouver is adopted as circulated, including the addition of any items listed in the agenda addendum.

#### **2. PUBLIC INPUT**

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

#### **3. PROCLAMATIONS**

#### **4. RECOGNITIONS**

#### **5. DELEGATIONS**

**6. ADOPTION OF MINUTES**

**6.1. May 28, 2018 Regular Council Meeting**

**p. 9-19**

*Recommendation:*

THAT the minutes of the May 28, 2018 Regular Council meeting are adopted.

**7. RELEASE OF CLOSED MEETING DECISIONS**

**8. COUNCIL WORKSHOP REPORT**

**9. REPORTS FROM COUNCIL OR STAFF**

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

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

*Recommendation:*

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

**9.1. Bylaws 8304, 8305, and 8306: Emery Village (1200 Emery Place)**

**p. 23-240**

File No. 08.3060.20/039.17

*Recommendation:*

THAT "District of North Vancouver Rezoning Bylaw 1373 (Bylaw 8304)" is given SECOND and THIRD Readings;

THAT "Housing Agreement Bylaw 8305, 2017 (1200 Emery Place – No Rental Limit (Except Short-term Rentals))" is given SECOND and THIRD Readings;

THAT "Housing Agreement Bylaw 8306, 2017 (1200 Emery Place – Market and Affordable Rental)" is given SECOND Reading, as amended;

AND THAT "Housing Agreement Bylaw 8306, 2017 (1200 Emery Place – Market and Affordable Rental)" is given THIRD Reading.

**9.2. Bylaws 8300 and 8301: Rezoning with Development Permit for 2049 Heritage Park Lane – 39 Unit Multi Family Townhomes**

**p. 241-293**

File No. 08.3060.20/042.17

*Recommendation:*

THAT "District of North Vancouver Rezoning Bylaw 1372 (Bylaw 8300)" is given FIRST Reading;

THAT "Housing Agreement Bylaw 8301, 2017 (2049, 2051, 2053, 2055, 2059 Heritage Park Lane)" is given FIRST Reading;

AND THAT "District of North Vancouver Rezoning Bylaw 1372 (Bylaw 8300)" is referred to a Public Hearing.

**9.3. Bylaws 8292 and 8293: Rezoning and Housing Agreement for 4670 Capilano Road p. 295-353**

File No. 09.3900.20/000.000

*Recommendation:*

THAT "District of North Vancouver Rezoning Bylaw 1370 (Bylaw 8292)" is given SECOND and THIRD Readings;

AND THAT "Housing Agreement Bylaw 8293, 2017 (4670 Capilano Road)" is given SECOND and THIRD Readings.

**9.4. Liquor License: 1385–1389 Main Street – Wildeye Brewing Endorsement for a Manufacturing Lounge p. 355-360**

File No. 08.3060.20/110.17

*Recommendation:*

THAT the resolution included in Attachment 1 of the June 8, 2018 report of the Development Planning Assistant entitled 1385-1389 Main Street – Wildeye Brewing Endorsement for a Manufacturing Lounge is APPROVED.

**9.5. Cates Park/ Whey-ah-Wichen Canoe Festival June 28 - 30, 2018 p. 361-362**

File No. 5810-01

*Recommendation:*

THAT the Parks Control Bylaw 2733 be relaxed to permit overnight camping in Cates Park Whey-ah-Wichen for the Tsleil Waututh Nation Canoe Festival on June 28 – June 30, 2018.

**10. REPORTS**

**10.1. Mayor**

**10.2. Chief Administrative Officer**

**10.3. Councillors**

**10.4. Metro Vancouver Committee Appointees**

**10.4.1. Aboriginal Relations Committee – Councillor Hanson**

**10.4.2. Housing Committee – Councillor MacKay-Dunn**

**10.4.3. Regional Parks Committee – Councillor Muri**

**10.4.4. Utilities Committee – Councillor Hicks**

**10.4.5. Zero Waste Committee – Councillor Bassam**

**10.4.6. Mayors Council – TransLink – Mayor Walton**

**11. ANY OTHER BUSINESS**

**12. ADJOURNMENT**

*Recommendation:*

THAT the June 18, 2018 Regular Meeting of Council for the District of North Vancouver is adjourned.

## MINUTES

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

Minutes of the Regular Meeting of the Council for the District of North Vancouver held at 7:02 p.m. on Monday, May 28, 2018 in the Council Chambers of the District Hall, 355 West Queens Road, North Vancouver, British Columbia.

**Present:** Mayor R. Walton  
Councillor R. Bassam (via telephone)  
Councillor M. Bond (via telephone)  
Councillor J. Hanson  
Councillor R. Hicks  
Councillor D. MacKay-Dunn  
Councillor L. Muri

**Staff:** Mr. D. Stuart, Chief Administrative Officer  
Mr. D. Milburn, General Manager – Planning, Properties & Permits  
Mr. T. Lancaster, Manager – Community Planning  
Ms. J. Paton, Manager – Development Planning  
Ms. L. Brick, Deputy Municipal Clerk  
Ms. A. Reiher, Confidential Council Clerk

**1. ADOPTION OF THE AGENDA**

**1.1. May 28, 2018 Regular Meeting Agenda**

**MOVED by Councillor MACKAY-DUNN**

**SECONDED by Councillor HANSON**

THAT the agenda for the May 28, 2018 Regular Meeting of Council for the District of North Vancouver is adopted as circulated, including the addition of any items listed in the agenda addendum.

**CARRIED**

**2. PUBLIC INPUT**

**2.1. Mr. Peter Teevan, 1900 Block Indian River Crescent:**

- Spoke as a the Vice-Chair of the Seymour Community Association;
- Spoke in opposition to items 9.3 and 9.4; and,
- Expressed concern regarding parking issues, rental and affordable housing supply and increased traffic congestion.

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

- Expressed concern to the redaction of content in emails and public submissions for Public Hearings.

**2.3. Mr. Hazen Colbert, 1100 Block East 27<sup>th</sup> Street:**

- Expressed concern regarding the process for closed Public Hearing items not available for discussion;

- Requested clarification on the use of social media to post comments after a Public Hearing has closed.

**2.4. Mr. Mike Little, 4000 Block Mt. Seymour Parkway:**

- Spoke regarding the Metro Vancouver Mobility Pricing Policy study;
- Presented a graph of comparison costs for peak commute hours; and,
- Suggested that the cost of the proposal exceeds any benefits.

**2.5. Ms. Betty Forbes, 2300 Block Kirkstone Road:**

- Expressed concern regarding large agenda packages;
- Expressed concerns about items 9.1, 9.2, 9.3, 9.4, and 9.5; and,
- Commented regarding density and affordability.

**2.6. Ms. Ashraf Amlani, 2000 Block Fullerton Avenue:**

- Commented regarding cyclist traffic and Bike to Work week;
- Suggested that cycling and pedestrian infrastructure be improved; and,
- Spoke regarding healthy communities.

**2.7. Ms. Megan Curren, 2100 Block Badger Road:**

- Commented regarding housing policies in relation to municipal authority;
- Spoke regarding the findings of the 30 Point Plan for a Fairer Housing Market; and,
- Recommended changes to District policies and procedures in regards to development.

**2.8. Mr. Lyle Craver, 4700 Block Hoskins Road:**

- Spoke regarding community support at Public Hearings;
- Expressed concern about the size of the agenda package; and,
- Expressed concern for the amount of development proposals included in the agenda package.

**2.9. Ms. Zo Ann Morten, 1800 Block Beaulynn Place:**

- Spoke regarding the development of Town Centres;
- Expressed concern about the size of the agenda package; and,
- Spoke in opposition to item 9.3.

**2.10. Mr. Eric Andersen, 2500 Block Derbyshire Way:**

- Spoke as the Chair of the Blueridge Community Association;
- Commented on the Blueridge Good Neighbour Day 2018 event and welcomed Council and residents to attend; and,
- Spoke in opposition to item 9.3.

**3. PROCLAMATIONS**

Nil

**4. RECOGNITIONS**

Nil



## **5. DELEGATIONS**

### **5.1. Dr. Mark Lysyshyn & Ms. Tanis Evans, Vancouver Coastal Health**

Re: BC's Overdose Emergency and the VCH Coastal Substance Use Strategy

Dr. Mark Lysyshyn, Medical Health Officer, and Ms. Tanis Evans, Manager of Mental Health and Substance Use, Vancouver Coastal Health Authority, provided an overview of illicit drug deaths and unnatural deaths in BC over the last decade.

**MOVED by Councillor MACKAY-DUNN**

**SECONDED by Councillor HICKS**

THAT the Vancouver Coastal Health delegation is received.

**CARRIED**

## **6. ADOPTION OF MINUTES**

Nil

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

Nil

## **8. COUNCIL WORKSHOP REPORT**

Nil

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

With the consent of Council, Mayor Walton varied the agenda as follows:

### **9.11. Development Variance Permit 13.18 – 780 East 11<sup>th</sup> Street**

File No. 08.3060.20/013.18

Public Input:

Ms. Janice Pearson, 700 Block East 11<sup>th</sup> Street:

- Spoke in favour of the variance; and,
- Commented that the requested variance would accommodate the occupant's special needs.

**MOVED by Councillor HICKS**

**SECONDED by Councillor MURI**

THAT Development Variance Permit 13.18, to allow for the construction of a Coach House at 780 East 11<sup>th</sup> Street, is ISSUED.

**CARRIED**

**9.7. Bylaws 8244, 8245 and 8246: 1801-1865 Glenaire Drive and 2064-2082 Curling Road**

File No. 08.3060.20/067.16

**MOVED by Councillor HICKS**

**SECONDED by Councillor MACKAY-DUNN**

THAT "District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8244, 2017 (Amendment 27)" is ADOPTED;

AND THAT "District of North Vancouver Rezoning Bylaw 1356 (Bylaw 8245)" is ADOPTED;

AND THAT "Housing Agreement Bylaw 8246, 2017 (1801-1865 Glenaire Drive and 2064-2082 Curling Road)" is ADOPTED.

**CARRIED**

Opposed: Councillor MURI

**9.8. Development Permit 67.16 – 1801-1865 Glenaire Drive and 2064-2082 Curling Road**

File No. 08.3060.20/067.16

**MOVED by Councillor BASSAM**

**SECONDED by Councillor HICKS**

THAT Development Permit 67.16, to allow a 40 unit townhouse development at 1801-1865 Glenaire Drive and 2064-2082 Curling Road, is ISSUED.

**CARRIED**

**9.9. Bylaws 8215, 8233 and 8216: 1401-1479 Hunter Street and 481-497 Mountain Highway**

File No. 08.3060.20/050.000

**MOVED by Councillor HICKS**

**SECONDED by Councillor BASSAM**

THAT "District of North Vancouver Rezoning Bylaw 1348 (Bylaw 8215)" is ADOPTED;

AND THAT "Phased Development Agreement Bylaw 8233, 2017 (1401-1479 Hunter Street and 481-497 Mountain Highway)" is ADOPTED;

AND THAT "Housing Agreement Bylaw 8216, 2016 (1401-1479 Hunter Street and 481-497 Mountain Highway)" is ADOPTED.

**CARRIED**

Opposed: Councillor MURI

**9.10. Development Permit 50.16 – 1401-1479 Hunter Street and 481-497 Mountain Highway**

File No. 08.3060.20/050.16

**MOVED by Councillor HICKS**

**SECONDED by Councillor BASSAM**

THAT Development Permit 50.16, to allow a community recreation centre and 326 residential unit development at 1401-1479 Hunter Street and 481-497 Mountain Highway, is ISSUED.

**CARRIED**

**9.12. Bylaws 8308 and 8309: Standards of Maintenance Bylaw Amendments**

File No. 10.5040.00/000.000

Public Input:

Ms. Kelly Bond, 1200 Block Emery Place:

- Suggested that regular maintenance may extend the life of purpose-built rental housing that would otherwise be slated for redevelopment.

**MOVED by Councillor MACKAY-DUNN**

**SECONDED by Councillor MURI**

THAT "Standards of Maintenance Bylaw 6917, Amendment Bylaw 8308, 2018 (Amendment 1)" is given FIRST, SECOND, and THIRD Readings; and,

THAT "Bylaw Notice Enforcement Bylaw 7458, 2004, Amendment Bylaw 8309, 2018 (Amendment 35)" is given FIRST, SECOND, and THIRD Readings.

**CARRIED**

**9.1. Bylaws 8313, 8314, and 8315: OCP Amendment, Rezoning, and Housing Agreement Bylaws for a Residential Development at 1552-1568 Oxford Street**

File No. 08.3060.20/037.17

Public Input:

Mr. Rocky Sethi, 1100 Block Dunsmuir Street:

- Spoke as the Vice President, Development, Adera Development;
- Commented about the development proposal and its objectives; and,
- Spoke regarding the public input sessions.

**MOVED by Councillor HICKS**  
**SECONDED by Councillor HANSON**

THAT “District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8313, 2018 (Amendment 34)” is given FIRST Reading;

AND THAT “District of North Vancouver Rezoning Bylaw 1374 (Bylaw 8314)” is given FIRST Reading;

AND THAT “Housing Agreement Bylaw 8315, 2017 (1552 Oxford Street)” is given FIRST Reading;

AND THAT pursuant to Section 475 and Section 476 of the *Local Government Act*, additional consultation is not required beyond that already undertaken with respect to Bylaw 8313;

AND THAT in accordance with Section 477 of the *Local Government Act*, Council has considered Bylaw 8313 in conjunction with its Financial Plan and applicable Waste Management Plans;

AND THAT “District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8313, 2018 (Amendment 34)” and “District of North Vancouver Rezoning Bylaw 1374 (Bylaw 8314)” are referred to a Public Hearing.

**CARRIED**

**9.2. Bylaws 8290 and 8291: Rezoning and Housing Agreement for a 26 Unit Townhouse Project at 340 Mountain Highway and 1515-1537 Rupert Street**  
File No. 08.3060.20/077.17

**MOVED by Councillor HICKS**  
**SECONDED by Councillor BOND**

THAT “District of North Vancouver Rezoning Bylaw 1369 (Bylaw 8290)” is given FIRST Reading;

AND THAT “Housing Agreement Bylaw 8291, 2017 (340 Mountain Highway and 1515 - 1537 Rupert Street)” is given FIRST Reading;

AND THAT Bylaw 8290 is referred to a Public Hearing.

**CARRIED**

Opposed: Councillors HANSON and MURI

Council recessed at 9:09 pm and reconvened at 9:14 p.m.

- 9.3. Bylaw 8275 and 8276: Rezoning Bylaw 8275 and Housing Agreement Bylaw 8276 - 29 Unit Townhouse Development at 3428-3464 Mt. Seymour Parkway**  
File No. 08.3060.20/033.17

**MOVED by Councillor MURI**

**SECONDED by Councillor MACKAY-DUNN**

THAT "District of North Vancouver Rezoning Bylaw 1366 (Bylaw 8275)" and "Housing Agreement Bylaw 8276, 2017 (3428 - 3464 Mount Seymour Parkway)" be given no Readings.

**DEFEATED**

Opposed: Mayor WALTON, Councillors BASSAM, BOND and HICKS

**MOVED by Councillor HICKS**

**SECONDED by Councillor BASSAM**

THAT "District of North Vancouver Rezoning Bylaw 1366 (Bylaw 8275)" is given FIRST Reading;

AND THAT "Housing Agreement Bylaw 8276, 2017 (3428 - 3464 Mount Seymour Parkway)" is given FIRST Reading;

AND THAT Bylaw 8275 is referred to a Public Hearing.

**CARRIED**

Opposed: Councillors HANSON, MACKAY-DUNN and MURI

- 9.4. Bylaws 8254 and 8255: Rezoning Bylaw 8254 and Housing Agreement Bylaw 8255 - 27 Unit Townhouse Development at 3468, 3472, 3484, & 3490 Mt. Seymour Parkway**  
File No. 08.3060.20/020.17

Public Input:

Mr. Neil Robertson, 300 Block West 5<sup>th</sup> Avenue:

- Spoke on behalf of Stuart Howard Architects;
- Spoke in favour of the proposal; and,
- Commented regarding the community consultation and public information meetings.

**MOVED by Councillor MURI**

**SECONDED by Councillor MACKAY-DUNN**

THAT "District of North Vancouver Rezoning Bylaw 1359 (Bylaw 8254)" and "Housing Agreement Bylaw 8255, 2017 (3468 - 3490 Mount Seymour Parkway)" not be given FIRST Reading or proceed to Public Hearing.

**DEFEATED**

Opposed: Mayor WALTON, Councillors, BASSAM, BOND and HICKS

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

THAT "District of North Vancouver Rezoning Bylaw 1359 (Bylaw 8254)" is given FIRST Reading;

AND THAT "Housing Agreement Bylaw 8255, 2017 (3468 - 3490 Mount Seymour Parkway)" is given FIRST Reading;

AND THAT Bylaw 8254 is referred to a Public Hearing.

**CARRIED**

Opposed: Councillor HANSON, MACKAY-DUNN and MURI

**9.5. Amendment to Rezoning Bylaw 8209 – 229 Seymour River Place and 2015 Old Dollarton Road**

File No. 08.3060.20/001.16

Public Input:

Mr. Bryce Rositch, 100 Block Powell Street:

- Spoke on behalf of Rositch Hemphill Architects;
- Spoke in favour of the proposed development; and,
- Provided an overview of the proposal.

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

THAT "The District of North Vancouver Rezoning Bylaw 1347 (Bylaw 8209)" is given SECOND Reading, as amended;

AND THAT Bylaw 8209 is referred to a Public Hearing.

**CARRIED**

Opposed: Councillor HANSON

**9.6. Bylaws 8250, 8251 and 8252: OCP Amendment, Rezoning, and Housing Agreement: 150 Unit Townhouse Development at 1944 and 1976 Fullerton Avenue, 1963-1985 Sandown Place and 2028-2067 Glenaire Drive**

File No. 08.3060.20/058.16

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

THAT "District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8250, 2017 (Amendment 28)" is given SECOND and THIRD Readings.

THAT "District of North Vancouver Rezoning Bylaw 1358 (Bylaw 8251)" is given SECOND Reading, as amended;

AND THAT "District of North Vancouver Rezoning Bylaw 1358 (Bylaw 8251)" is given THIRD Reading.

THAT "Housing Agreement Bylaw 8252, 2017 (2028 - 2067 Glenaire Drive, 1963 - 1985 Sandown Place and 1944 and 1976 Fullerton Avenue)" is given SECOND and THIRD Readings.

**CARRIED**

Opposed: Councillors HANSON and MURI

**9.13. Bylaw 8335: Drinking Water Conservation Bylaw**

File No. 01.0115.30/002.000

**MOVED by Councillor BASSAM**

**SECONDED by Councillor MURI**

THAT "Bylaw Notice Enforcement Bylaw 7458, 2004, Amendment Bylaw 8335, 2018 (Amendment 38)" is given FIRST, SECOND and THIRD Readings.

**CARRIED**

**9.14. Bylaw 8311: Bylaw Notice Enforcement Bylaw**

File No. 13.6660.01/000.000

Councillor MURI left the meeting at 10:25 p.m. and returned at 10:26 p.m.

**MOVED by Councillor BASSAM**

**SECONDED by Councillor MURI**

THAT THIRD Reading of "Bylaw Notice Enforcement Bylaw 7458, 2004, Amendment Bylaw 8311, 2018 (Amendment 36)" is rescinded.

**CARRIED**

**MOVED by Councillor MURI**

**SECONDED by Mayor WALTON**

THAT "Bylaw Notice Enforcement Bylaw 7458, 2004, Amendment Bylaw 8311, 2018 (Amendment 36)" is given THIRD Reading, as amended.

**CARRIED**

Opposed: Councillor BASSAM

**9.15. Endorsement of *Communities on the Move* Declaration**

File No. 16.8620.02/000.000

This item was postponed to a future meeting.

**9.16. Youth Centre in Lynn Valley**

File No.

This item was withdrawn from the agenda.

**10. REPORTS**

**10.1. Mayor**

Nil

**10.2. Chief Administrative Officer**

Nil

**10.3. Councillors**

Nil

**10.4. Metro Vancouver Committee Appointees**

**10.4.1. Aboriginal Relations Committee – Councillor Hanson**

Nil

**10.4.2. Housing Committee – Councillor MacKay-Dunn**

Nil

**10.4.3. Regional Parks Committee – Councillor Muri**

Nil

**10.4.4. Utilities Committee – Councillor Hicks**

Nil

**10.4.5. Zero Waste Committee – Councillor Bassam**

Nil

**10.4.6. Mayors Council – TransLink – Mayor Walton**

Nil

**11. ANY OTHER BUSINESS**

Nil



**12. ADJOURNMENT**

**MOVED by Councillor MURI**

**SECONDED by Councillor MACKAY-DUNN**

THAT the May 28, 2018 Regular Meeting of Council for the District of North Vancouver is adjourned.

**CARRIED**  
(10:33 p.m.)

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Mayor

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Municipal Clerk

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## REPORTS

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AGENDA INFORMATION	
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<input type="checkbox"/> Other:	Date: _____



## The District of North Vancouver REPORT TO COUNCIL

June 6, 2018  
File: 08.3060.20/039.17

**AUTHOR:** Casey Peters, Development Planner

**SUBJECT:** Bylaws 8304, 8305, and 8306: Emery Village (1200 Emery Place)

### RECOMMENDATION:

THAT "District of North Vancouver Rezoning Bylaw 1373 (Bylaw 8304)" is given SECOND and THIRD Readings;

THAT "Housing Agreement Bylaw 8305, 2017 (1200 Emery Place – No Rental Limit (Except Short-term Rental))" is given SECOND and THIRD Readings;

THAT "Housing Agreement Bylaw 8306, 2017 (1200 Emery Place – Market and Affordable Rental)" is given SECOND Reading, as amended; and

AND THAT "Housing Agreement Bylaw 8306, 2017 (1200 Emery Place – Market and Affordable Rental)" is given THIRD Reading.

### BACKGROUND:

Bylaws 8304, 8305, and 8306 received First Reading on April 16, 2018. A Public Hearing for Bylaw 8304 was held on May 15, 16, and 22, 2018 and closed on May 22, 2018.

### REASON FOR REPORT:

During the presentation at the Public Hearing, staff noted several proposed changes to Housing Agreement Bylaw 8306 including the following:

1. Remove income of legal dependents from household income
2. Increase notice period for tenants who cease to qualify for non-market units
3. Eliminate bike storage fee for non-market units
4. Storage and parking cost for non-market units at a percentage of amounts charged for market units
5. Remove minimum income threshold for non-market units

These changes have been made to the Housing Agreement. A redlined copy showing the changes and a revised version are each attached to this report (Attachment 3).

During the Public Hearing, Council directed questions to staff and three “Q&A” documents were included within the public hearing materials. Additional questions were asked with answers to be provided prior to consideration of Second Reading of Bylaw 8304. The remainder of this report includes responses to these questions and staff have limited our answers to respond to the specific questions asked.

### **QUESTIONS AND ANSWERS:**

**Question:** The Advisory Design Panel only saw phases 1, 2 & 3. When do they look at the whole project?

**Answer:** As noted in the Advisory Design Panel minutes (included in the public hearing binder), the ADP reviewed all phases of the project as it relates to zoning (massing of buildings, setbacks etc).

**Question:** Why was the building inspection of 2015 used for 2017, but with a different conclusion?

**Answer:** Two building inspection reports for the existing buildings were prepared by BC Building Science and included in the public hearing binder. The intent of the 2017 report was to provide a summary of the findings and recommendations based on the visual due diligence review of the complex that was completed in 2015. Staff do not believe that the conclusions differ between the 2015 and 2017 reports.

**Question:** Why are Pre-sales already happening?

**Answer:** As mentioned by staff at the Public Hearing and in the Q&A, to staff's knowledge pre-sales are not taking place.

**Question:** The process is flawed, How will it be changed to give residents/citizens more rights against developers? i.e. Mail-outs should be greater than 100m radius, etc.

**Answer:** The process for Emery Village was dictated by the District's Development Procedures Bylaw and Notification Policy for non-statutory Public Consultation. Notification requirements under the bylaw and policy were fulfilled. Concerns with the District's processes could be discussed independent from the consideration of these bylaws.

**Question:** Why is the CMHC formula not being used? Don't set a precedence.

**Answer:** The Canadian Mortgage and Housing Corporation (CMHC) undertakes objective housing research and produces an annual report providing detailed data for the local rental market. There is no specific CMHC housing affordability formula, however CMHC documents include a definition for “affordable” based on income relative to housing costs.

**Question:** What are the ramifications of stopping/delaying the process, if any?

**Answer:** As noted in a previous Q&A, if the bylaws are not adopted the owner of the land will have the following options:

- 1) Leave the buildings as they are;

**SUBJECT: Bylaws 8304, 8305, and 8306: Emery Village – Second and Third Reading**

June 6, 2018

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- 2) Renovate the existing units; or
- 3) Demolish and redevelop under the existing zoning.

**Question:** Will the AAP [Alternative Approval Process] be used for future parks?

**Answer:** A policy discussion could occur regarding when an Alternative Approval Process should be used, and this could be discussed independent from the consideration of these bylaws.

**Question:** How many units has the District approved since 2011 of one, two, three, and four bedroom layouts?

**Answer:** These numbers will be provided to Council at an upcoming Council meeting.

**Question:** Why are we talking about budget versus 10% above current rent?

**Answer:** The District's Residential Tenant Relocation Assistance Policy recommends that the maximum rent for the alternate housing units be not be more than 10% above current rents unless agreed to by the tenant. The current rents at Emery Village are lower than average rents in North Vancouver and given the current rental market it is generally not possible to meet this recommended maximum. As noted by Mosaic at the Public Hearing, Mosaic met with tenants to discuss budgets for rents and to assist in tailoring the units found by the Relocation Coordinator to their individual needs.

**Question:** Please provide complete and accurate info regards to the tenant relocation packages.

**Answer:** A copy of Mosaic's tenant package was included in the public hearing binder and is attached to this report (Attachment 7).

**Question:** Can we inquire about options for Mosaic's CACs and applying them to rental?

**Answer:** As mentioned in a previous Q&A, the entire CAC (or a portion of the CAC) can be directed towards affordable rental housing initiatives. However, staff recommend that such consideration could be included as part of a broader CAC allocation discussion. At that time Council could also consider various approaches to achieving affordable housing (i.e. density bonus, DNV lands/partnership or CACs).

**Question:** Who gets to use rooftop garden? Courtyard? Seating picnic area?

**Answer:** Mosaic's presentation at the Public Hearing and materials provided from Mosaic and included in the public input portion of the public hearing identify each of these spaces. It is anticipated that residents of the two twelve storey buildings and the connecting four storey podium will have access to the rooftop space on the podium of that set of buildings. The courtyard (referred to as the "garden walk") between the mid-rise buildings in phase 2 will be open for use by all residents. The courtyard space located on the phase 4 site will be for the residents of phase 4 (five storey strata building). The seated picnic area located on phase 3 will be available to all residents.

**Question:** Can we contact Oliver Webbe and request that any units in the TUP project to accommodate Emery residents?



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**Answer:** This question involves a separate, unrelated project and staff are not able to respond at the risk of providing new information following the close of a Public Hearing.

**Question:** What is the total number of petitions submitted?

**Answer:** Three petitions were received as part of the public input with approximately 2,000 signatures. Staff note that there are duplicate signatures within different petitions.

**Question:** Who is the non-profit that will operate the below market units?

**Answer:** Mosaic notes that they are open to working with a non-profit to administer the Housing Agreement. Selecting the right group to work with will take time and the process has not concluded.

**Question:** What is the public art component value based on today's policy?

**Answer:** As detailed in the Bylaw Introduction report, public art is proposed to be funded from the CAC. The allocation of the CAC has not been determined.

**Question:** Why does the project include any studio apartments?

**Answer:** As mentioned in the previous Q&A and as detailed in the Housing Agreement, the project does not include any studio apartments in the rental building or the strata buildings. The 5 four-bedroom units have been designed to include a potential "lock off" unit allowing the unit to be occupied as two living spaces: a three bedroom space and a studio space.

**Question:** How much are the rental (market and non-market) studio apartments for the purpose of securing in perpetuity into the housing agreement?

**Answer:** As described above the only studio units within the project result from a four bedroom "lock off" unit being occupied as a three bedroom living space and a studio living space. The Housing Agreement allows for this conversion provided that the aggregate rent from the studio and the three bedroom spaces does not exceed the maximum rent for the applicable four bedroom rental unit.

**Question:** Please explain the construction routing for Emery?

**Answer:** Mosaic's draft construction management plan was included in the public hearing binder and proposed that trucks would leave Emery Place, travel south on Mountain Hwy, turn right (west) on Kirkstone Road, left on Lynn Valley Road and then onto Highway 1 (shown in black on the adjacent map). Concerns were expressed in the public input regarding the volume of trucks passing Kirkstone Park and Karen Magnussen Rec Centre. The draft proposal has been reviewed by staff who are considering an option where trucks travel north on Mountain Hwy, east on E. 27<sup>th</sup> St, south on Lynn Valley





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Road and then to Highway 1 (shown in blue on the map above). Should this alternative route be acceptable following staff's review, it is acknowledged that there may still be occasions where truck use of Kirkstone Road may be necessary.

**Question:** How can Mosaic sell market strata units so much lower than 15 year old units on MLS?

**Answer:** It is anticipated that Mosaic will price the market strata units based on the market at the time of sales. An older unit may not be comparable to a new unit in terms of size, amenities, etc.

**Question:** Starting pricing are one price. What is the upper end?

**Answer:** Mosaic provided "estimated prices" for the cost of the anticipated units as shown below and was previously included in a Q&A. Mosaic notes that these represent the typical price of homes on the second floors of the apartment buildings. Unit prices would vary based on unit specifics such as floor level, size, and outlook.

	Estimated price
1 bed	\$445,000
2 bed	\$620,000
3 bed	\$850,000
Townhouse	\$950,000

**Question:** What family can afford a \$200,000 down payment for a four bedroom condo? Is this based on the average family in the District? Metro?

**Answer:** A first time purchaser may find a \$200,000 down payment challenging but an owner selling a current home would be able to put equity funds toward a down payment.

**Question:** Why is the increase based on CMHC construction loan? When was Council going to be told about that? Why was this information not brought forward to Council?

**Answer:** Applicant funding is generally not a part of application materials. Mosaic indicated at the Public Hearing that they applied to CMHC for a construction loan. At this time Mosaic does not know whether they will receive this funding as this is not determined until projects are "shovel ready". Mosaic is required to build and rent the market and non-market rental units as per the Housing Agreement regardless of whether they receive the financing through CMHC. This information was provided to Council during the Public Hearing in the Q&A.

**Question:** Will additional financial support from Mosaic be put in writing?

**Answer:** As mentioned by Mosaic representative at the public hearing, in the event there is a household with a real need – whether it be health, age, or income – and the compensation package is found inadequate for their circumstance, that household will be provided additional monetary support until they can move back to the new Emery village. Mosaic does not anticipate many households to be in this situation.

**Question:** How can we remove the requirement of qualification?

**Answer:** As mentioned in a previous Q&A, the eligibility criteria is included in the Housing Agreement to ensure that rental units are available for modest income District residents

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(\$48,000 to \$90,000). If a potential tenant does not meet the eligibility criteria they would be able to rent in one of the available 42 market rental units. If the eligibility criteria was removed from the Housing Agreement the non-market units could be rented to anyone (including those who earn significantly higher incomes). The eligibility criteria ensures the District's Rental and Affordable Housing Strategy is achieved by creating housing for low to moderate income households. Staff are not supportive of removing the eligibility criteria as it is necessary to ensure the non-market units are available to modest income residents, consistent with the Rental and Affordable Housing Strategy.

**Question:** How much DNV municipal land is available for development?

**Answer:** The District owns a significant amount of land, however most of it is either currently occupied, or is mountain, park, industrial, public assembly, or in commercial use, making it not available for residential development. Of the available District-owned lands, staff are actively working on several projects, as directed by Council in order to achieve non-market housing units. The remaining lots may or may not be available, depending on site size, location, geographic/topographic constraints, and Council direction. Staff will continue to provide advice on affordable housing options for District owned lands as directed by Council.

**Question:** Townhouse price: Is \$950K for 3 or 4 bedroom?

**Answer:** The estimated prices for units was provided in a Q&A. Mosaic has confirmed that \$950,000 is a projected price for a 4-bedroom townhome. The sales estimates are based on the 2018 current market.

**Question:** At what date will the "broader" CAC allocation discussion/Council Allocation Strategy happen?

**Answer:** Discussion of the broader CAC allocation is anticipated to occur in July 2018.

**Question:** Arborist Report March 27 says the Lombardy poplars and pines are not identified on survey and Arborist can't comment with certainty on the conflict of the trees with proposed road. Can we confirm with certainty please? If ANYTHING their root system would be affected by the tearing of the adjacent soil of the trail way in this Natural Environment DPA.

**Answer:** As noted in a previous Q&A, Mosaic's arborist noted that the trees in question are located on the adjacent "Mountain Village" site. Staff have requested that Mosaic have their arborist review these trees and comment on whether the proposed road works will impact the trees.

**Question:** Does the 33,000 sq ft of Open Space on the development application include both green space and road systems/ sidewalks/ etc?

**Answer:** As noted in a previous Q&A document, the open green space excludes roads, sidewalks and private patio spaces.

**Question:** Aside from two rain gardens and a river rock pathway at the western edge of the property at the playground, are there any other innovative sustainable landscape or design features in any of the phases?

**Answer:** The proposed design includes four rain gardens located at the Road A and Emery Place intersection and two at the Road A cul-de-sac as shown on the landscape drawings

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included in the Public Hearing binder. Sustainable and innovative landscape design features including the following occur throughout all phases:

- Drought tolerant, native and adaptive plantings
- Retained mature trees along property lines and parking areas with low impact planting
- Opportunity to use and feature site salvaged logs and boulders
- High efficiency irrigation system
- Provision of extensive canopy coverage with new trees and vegetation being planted to reduce heat-island effect
- New vegetation provides habitat for birds and wildlife
- Generous placement of growing medium to ensure good plant growth as well as temporary storage and filtration of runoff
- Rain gardens for storm water management and interest in the front boulevards
- Opportunity for Urban Agriculture with good solar exposure on the upper amenity patio
- Pavers used extensively for hardscaping to encourage water infiltration and reduce the need for irrigation

Further review of the landscape design will be required prior to issuance of a Development Permit (should the rezoning bylaw proceed).

**Question:** Clarification was requested on the timing of collection of the CACs.

**Answer:** As outlined in the Introduction Report to Council and Bylaw 8304 the CAC for this project is \$11.9 million. Should Council give second and third readings to the rezoning bylaw staff will collect the CAC as follows:

\$4 million prior to Council's consideration of bylaw adoption
\$5 million at phase two
\$1.5 million at phase three
\$1.4 million at phase four
<hr/>
\$11.9 million

**Conclusion:**

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

**OPTIONS:**

1. Give Second and Third Reading to Bylaws 8304, 8305, and 8306 (as amended); (staff recommendation) or,
2. Give no further Readings to the bylaws and abandon Bylaws 8304, 8305 and 8306 at First Reading.
3. Debate possible amendments to the bylaws at Second Reading and return Bylaw 8304 to a Public Hearing if required.

**SUBJECT: Bylaws 8304, 8305, and 8306: Emery Village – Second and Third Reading**

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Casey Peters  
Development Planner

**Attachments:**

1. District of North Vancouver Rezoning Bylaw 1373 (Bylaw 8304)
2. Housing Agreement Bylaw 8305
3. Housing Agreement Bylaw 8306 - redlined
4. Housing Agreement Bylaw 8306 - revised
5. Public Hearing Report – May 15, 16, and 22, 2018
6. Staff Report – dated April 9, 2018
7. Emery Relocation Strategy

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



# 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 6,900m<sup>2</sup> (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 32,500m<sup>2</sup> (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.

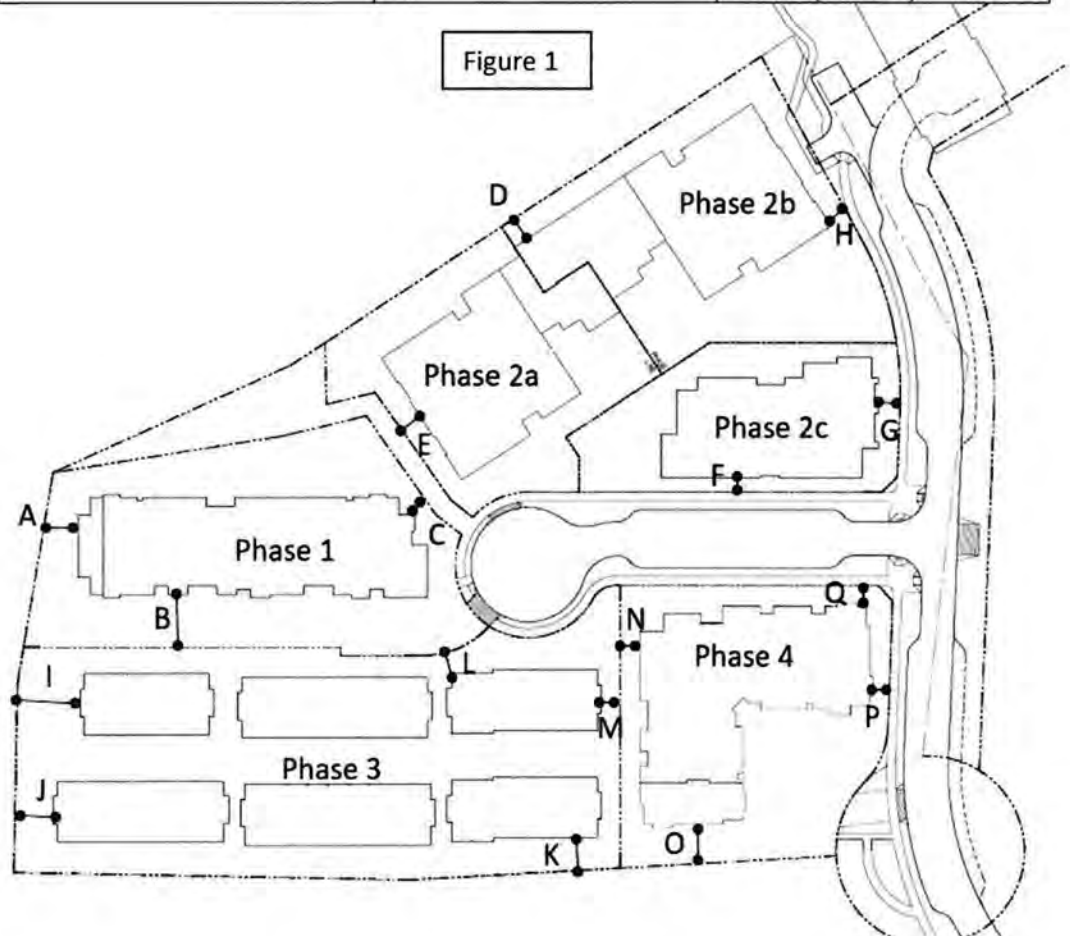
- c) Despite Section 4B115-5(b) the maximum gross floor area for residential uses shall be 38,545m<sup>2</sup> (414,909 sq ft) and the maximum number of dwelling units shall be increased to a total of 355 dwelling units if the following condition is met:
  - i. \$1,500,000 is contributed to the municipality 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 44,485m<sup>2</sup> (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 44,485m<sup>2</sup> (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 45m<sup>2</sup> (485 sq ft);
  - iv. At-grade amenity spaces up to a maximum of 74m<sup>2</sup> (800sq ft) on Lot 1 and 93m<sup>2</sup> (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)
	I	12.0m (39.4 ft)
Phase 3	J	7.2m (23.6 ft)
	K	6.0m (19.7 ft)
	L	4.1m (13.5 ft)
	M	3.7m (12.1 ft)
	N	3.7m (12.1 ft)
Phase 4	O	7.2m (23.6 ft)
	P	3.2m (10.5 ft)
	Q	3.2m (10.5 ft)

Figure 1

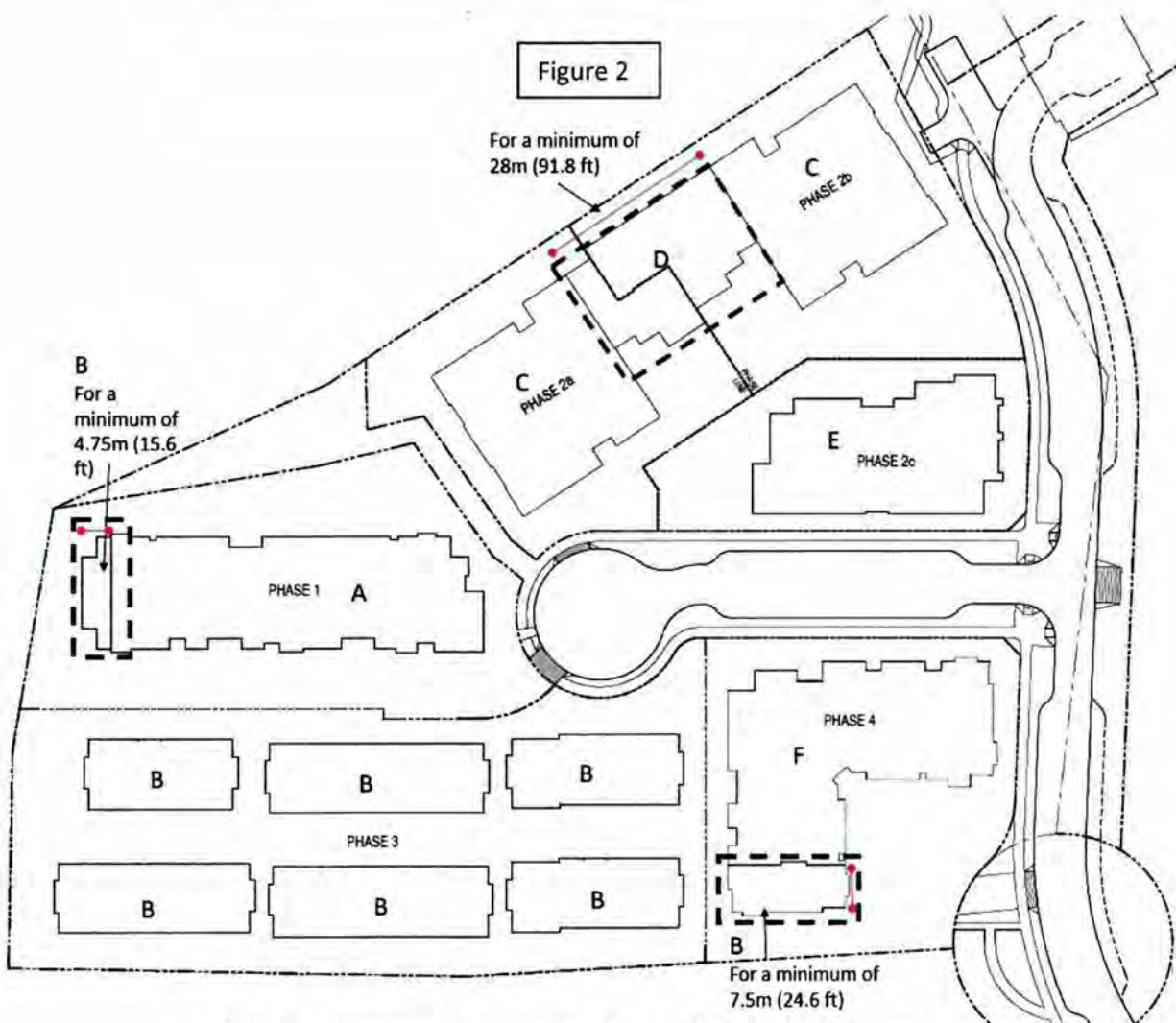




## 4B115 – 8 Height

- 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”:

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 16<sup>th</sup>, 2018

**PUBLIC HEARING** held May 15<sup>th</sup>, 2018, May 16<sup>th</sup>, 2018 and May 22<sup>nd</sup>, 2018

**READ** a second time

**READ** a third time

Certified a true copy of "Bylaw 8304" as at Third Reading

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Municipal Clerk

**APPROVED** by the Ministry of Transportation and Infrastructure on

**ADOPTED**

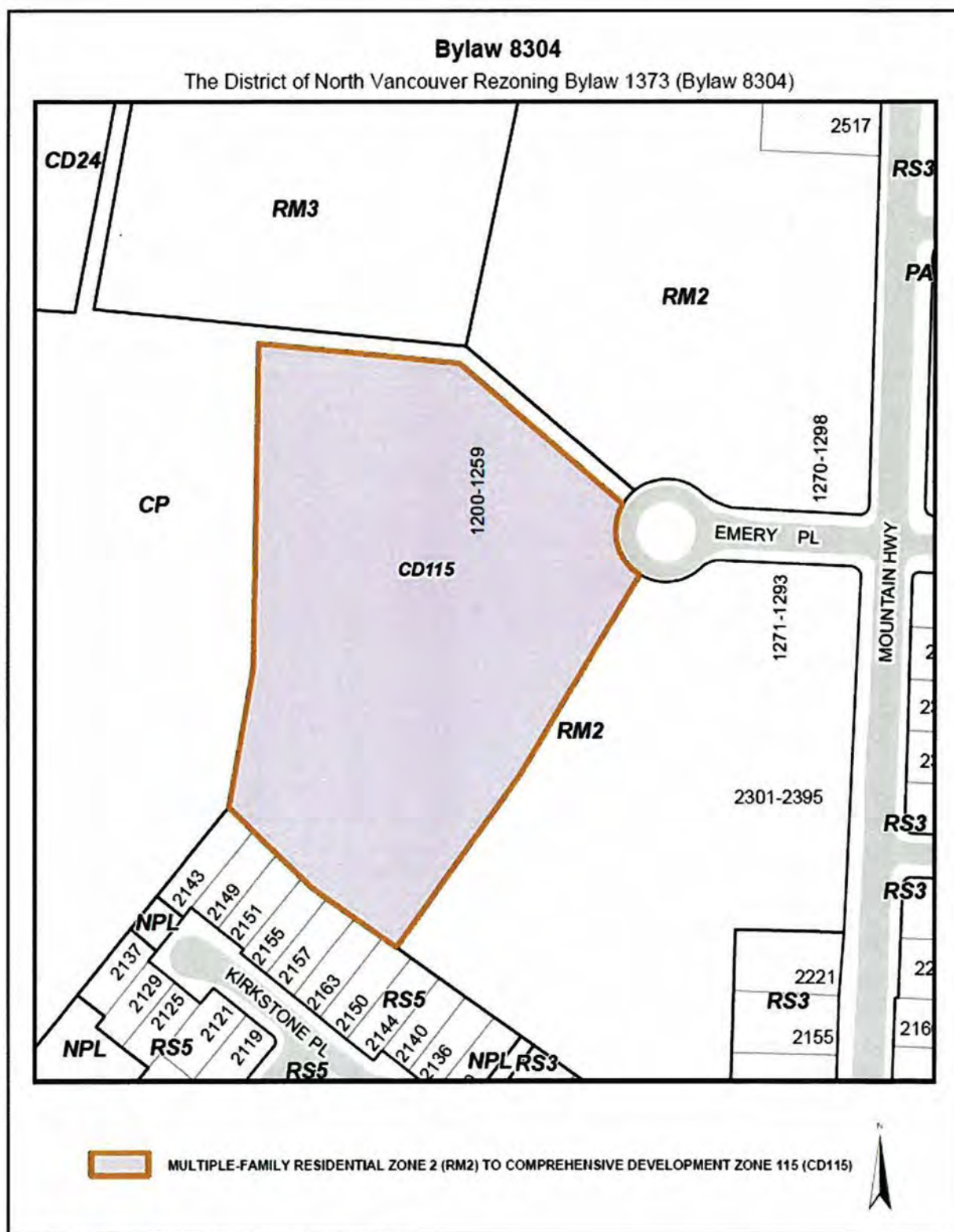
\_\_\_\_\_  
Mayor

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

Certified a true copy

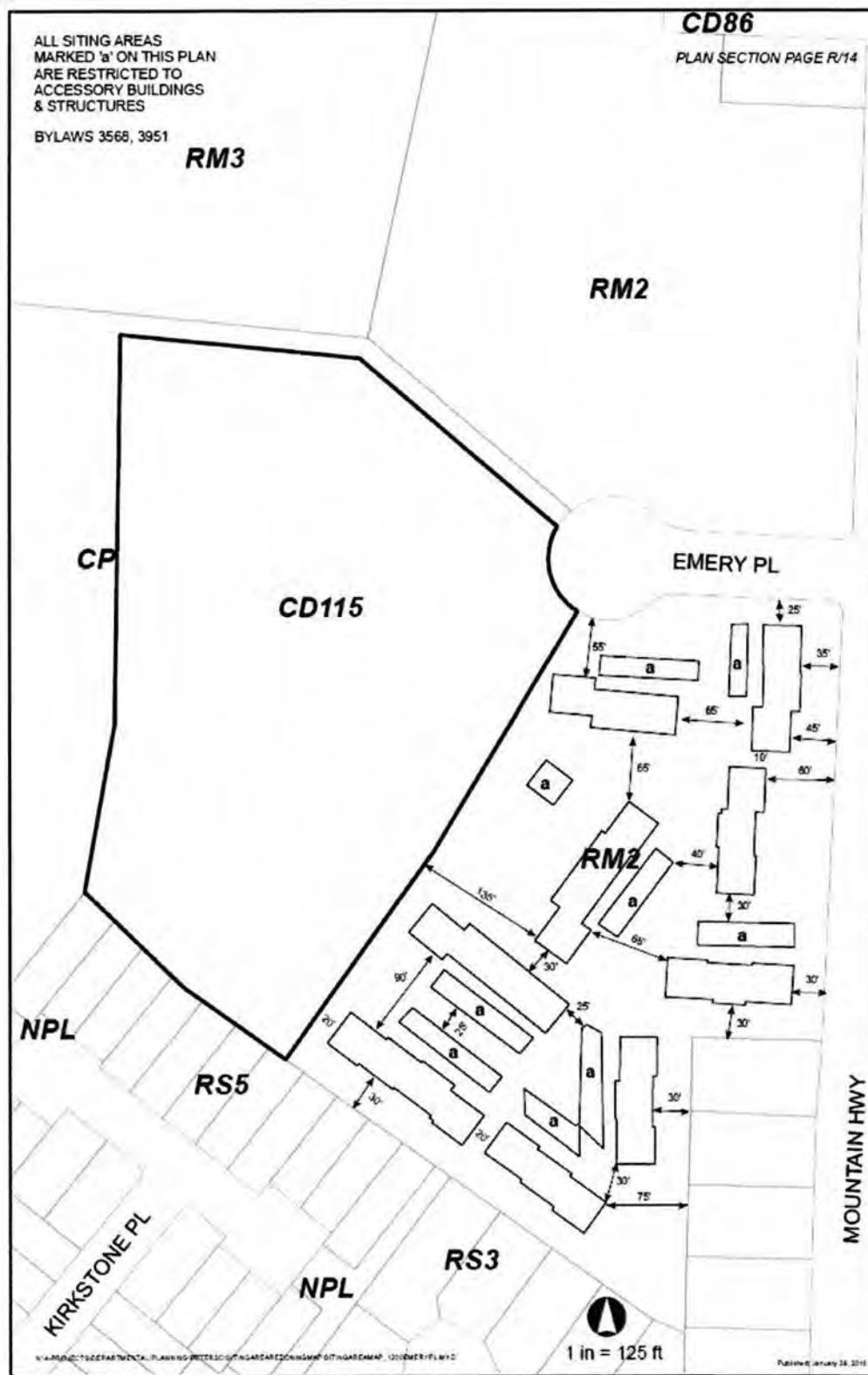
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Municipal Clerk

## 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 April 16<sup>th</sup>, 2018

**READ** a second time

**READ** a third time

**ADOPTED**

\_\_\_\_\_  
Mayor

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

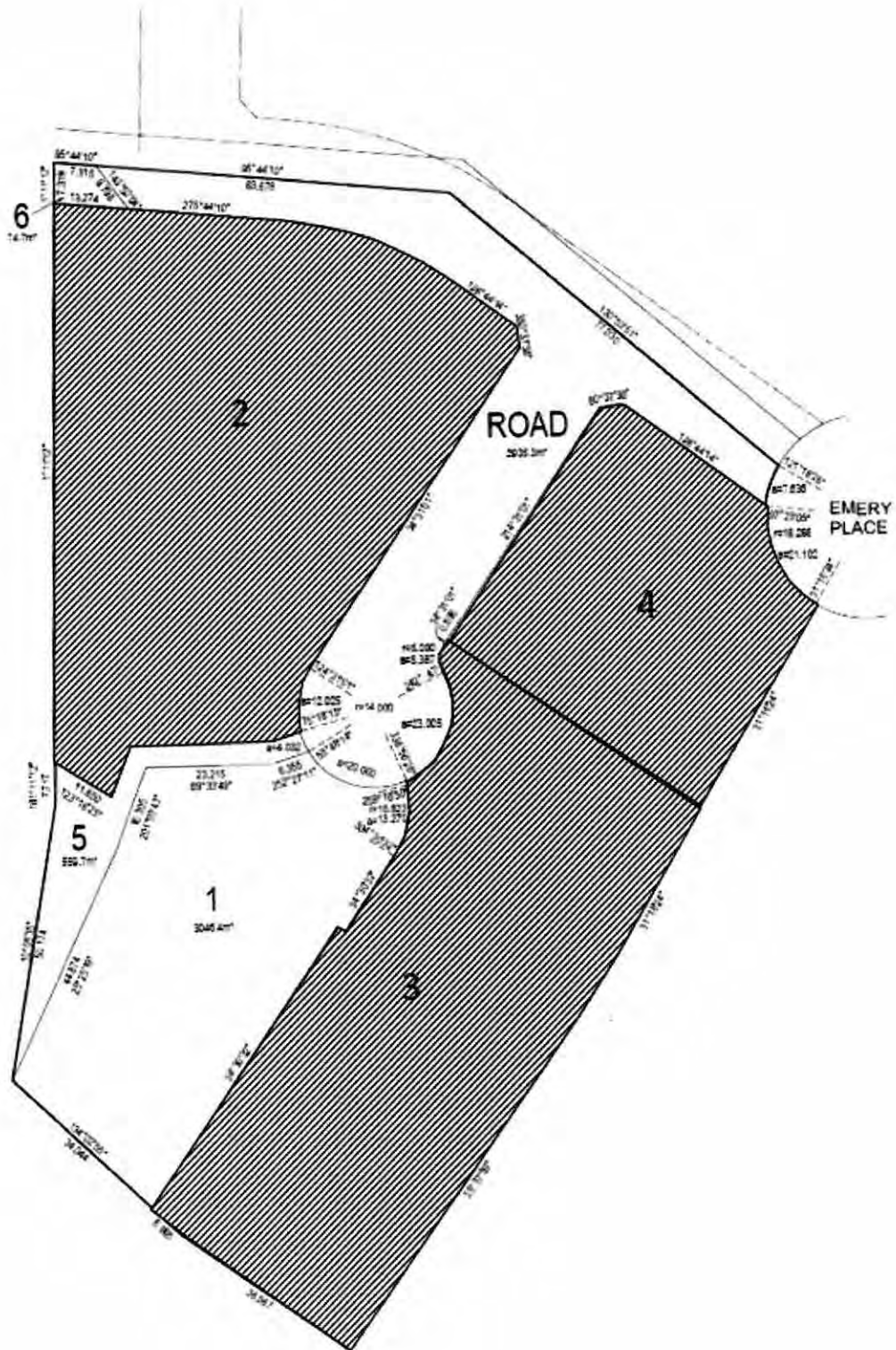
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Municipal Clerk



# 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**

**ATTACHMENT 3**

**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 April 16<sup>th</sup>, 2018

**READ** a second time

**READ** a third time

**ADOPTED**

\_\_\_\_\_  
Mayor

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

Certified a true copy

\_\_\_\_\_

Municipal Clerk

TERMS OF INSTRUMENT – PART 2

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**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 Requirements*” means
  - (i) 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 Requirements 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; and

(ii) a household size and composition that is commensurate with and justifies the size of the subject Affordable Rental Unit. For example, a household consisting of two adults would not be commensurate with and would not justify a 4 bedroom Affordable Rental Unit

- (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 Requirements 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 Requirements 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 (other than income of legal dependents up to a maximum of \$10,000 per year per dependent) is included in the determination of eligibility under the Eligibility Requirements.
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;~~

A. for a storage locker: in respect to the 75% Rental Units, a maximum of an amount equal to 75% of the amount charged for a storage locker to tenants in the Market Rental Units, and in respect to the 85% Rental Units, a maximum of an amount equal to 85% of the amount charged for a storage locker to tenants in the Market Rental Units; and

B. for a parking stall: in respect to the 75% Rental Units, a maximum of \$100.00 per month an amount equal to 75% of the amount charged for a parking stall to tenants in the Market Rental Units, and in respect to the 85% Rental Units, a maximum of an amount equal to 85% of the amount charged for a parking stall locker to tenants in the Market Rental Units;

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;
- (b) does not require the rent to be prepaid at an interval greater than monthly;
- (c) 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;
- (d) 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
- (e) contains a provision that, if the tenant ceases to qualify for the Affordable Rental Unit because he or she no longer meets the Eligibility Requirements, the Owner may end the tenancy agreement by giving the tenant a clear ~~month's notice~~ **six 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 Requirements;
- (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 Requirements; or  
~~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~~
  - (ii) ~~the Owner does not consider the person to be an acceptable candidate for occupancy of that Affordable Rental Unit because the person 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 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**

**SCHEDULE “B”**  
**THE AFFORDABLE RENTAL UNITS – RENTAL RATES**

	<b>1 bed</b>	<b>2 bed</b>	<b>3 bed</b>	<b>4 bed</b>
“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

TERMS OF INSTRUMENT – PART 2

**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 Requirements, 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\_\_\_. )  
 \_\_\_\_\_ )

\_\_\_\_\_  
A Commissioner for Taking Affidavits for British  
Columbia

) \_\_\_\_\_  
) **Signature of person making declaration**  
)

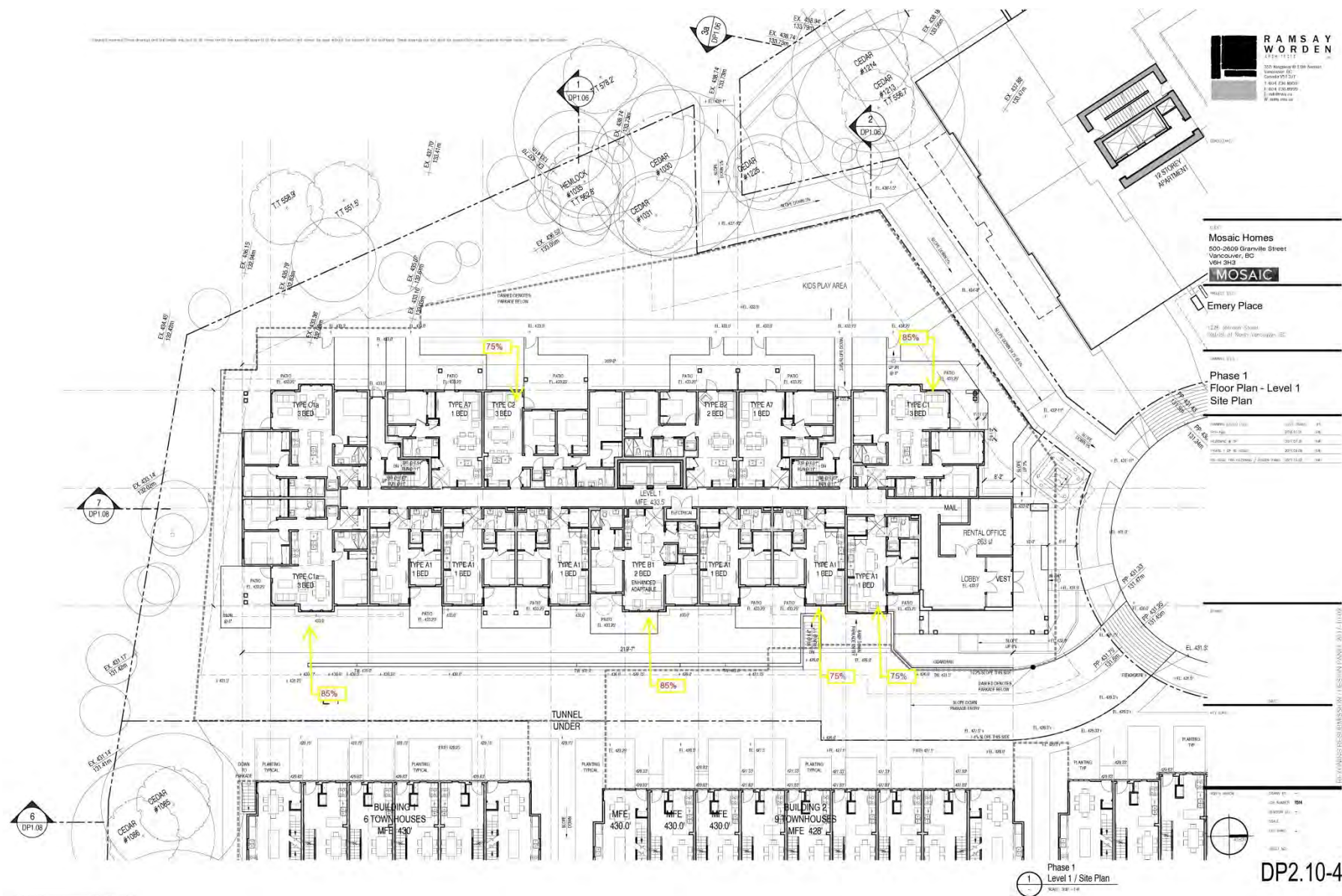
**Schedule A to the Statutory Declaration of \_\_\_\_\_**

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 Requirements together with reasons why.

**SCHEDULE “D”**  
**THE AFFORDABLE RENTAL UNITS**









MOSAIC

1226 Johnson Street  
District of North Vancouver, BC

MARKET VALUE PER SHARE	10.00	10.00
PER SHARE	10.00	10.00
MARKET VALUE PER SHARE	10.00	10.00
PER SHARE	10.00	10.00
MARKET VALUE PER SHARE	10.00	10.00
PER SHARE	10.00	10.00

DP2.10-5



**Mosaic Homes**  
500-2609 Granville Street  
Vancouver, BC  
V6H 3H3

## Emery Place

1226 Johnson Street  
District of North Vancouver, BC

**FIGURE 4**

Phase 1  
Level 6 Plan  
Roof Plan

DRAWING ISSUED FOR:	DATE ISSUED:	BY:
Pre-App	2016.12.01	SW
REZONING & CP	2017.07.31	SW
PHASE 1 GP RE-1000	2017.08.08	SW
RE-1000 FOR REZONING / DESIGN PANEL	2017.10.02	SW

57 Aug 97

\_\_\_\_\_

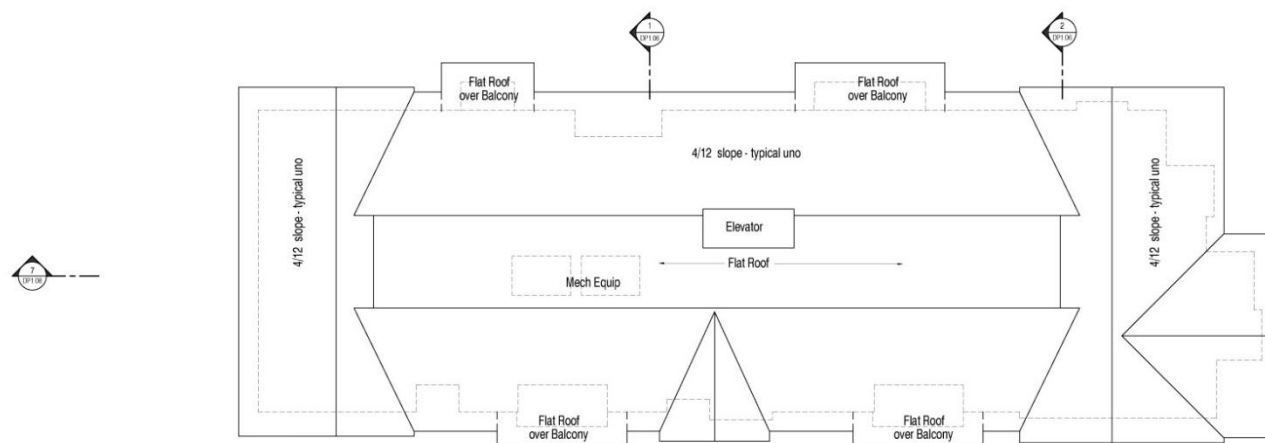


NORTH: ABOVE	DRAWN BY:	=
	JOB NUMBER:	100
	REVISION NO.:	=
	SCALE:	
	FILE NAME:	=
	SHEET NO.:	

DP2.10-6



1 Level 6  
SCALE: 33P + 1-4



2 Roof Plan  
SCALE: 3/32" = 1'-0"

**SCHEDULE “E”**  
**THE AFFORDABLE RENTAL UNITS – RENTAL RATES**

	<b>1 bed</b>	<b>2 bed</b>	<b>3 bed</b>	<b>4 bed</b>
“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 "F"**  
**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 *[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 \_\_\_\_\_, \_\_\_\_\_:
  - (c) 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
  - (d) 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\_\_.

)  
)  
)  
)  
) \_\_\_\_\_

\_\_\_\_\_  
A Commissioner for Taking Affidavits for British  
Columbia

) Signature of person making declaration  
)

**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.

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

**Bylaw 8306**

**ATTACHMENT 4**

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 April 16<sup>th</sup>, 2018

**READ** a second time

**READ** a third time

**ADOPTED**

---

Mayor

---

Municipal Clerk

Certified a true copy

---

Municipal Clerk



**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 Requirements*" means
  - (i) 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 Requirements 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; and

- (ii) a household size and composition that is commensurate with and justifies the size of the subject Affordable Rental Unit. For example, a household consisting of two adults would not be commensurate with and would not justify a 4 bedroom Affordable Rental Unit
  - (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, whichever 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 Requirements 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 Requirements 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 (other than income of legal dependents up to a maximum of \$10,000 per year per dependent) is included in the determination of eligibility under the Eligibility Requirements.
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: in respect to the 75% Rental Units, a maximum of an amount equal to 75% of the amount charged for a storage locker to tenants in the Market Rental Units, and in respect to the 85% Rental Units, a maximum of an amount equal to 85% of the amount charged for a storage locker to tenants in the Market Rental Units; and
    - B. for a parking stall: in respect to the 75% Rental Units, a maximum of \$100.00 per month an amount equal to 75% of the amount charged for a parking stall to tenants in the Market Rental Units, and in respect to the 85% Rental Units, a maximum of an amount equal to 85% of the amount charged for a parking stall locker to tenants in the Market Rental Units;

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 Requirements, the Owner may end the tenancy agreement by giving the tenant a clear six 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 Requirements;
  - (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 Requirements; or
    - (ii) the Owner does not consider the person to be an acceptable candidate for occupancy of that Affordable Rental Unit because the person 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, reference 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**

**SCHEDULE "B"**  
**THE AFFORDABLE RENTAL UNITS – RENTAL RATES**

	<b>1 bed</b>	<b>2 bed</b>	<b>3 bed</b>	<b>4 bed</b>
"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



TERMS OF INSTRUMENT – PART 2

**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 Requirements, 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\_\_\_\_. )  
\_\_\_\_\_ )



\_\_\_\_\_  
A Commissioner for Taking Affidavits for British  
Columbia

) \_\_\_\_\_  
) **Signature of person making declaration**  
)

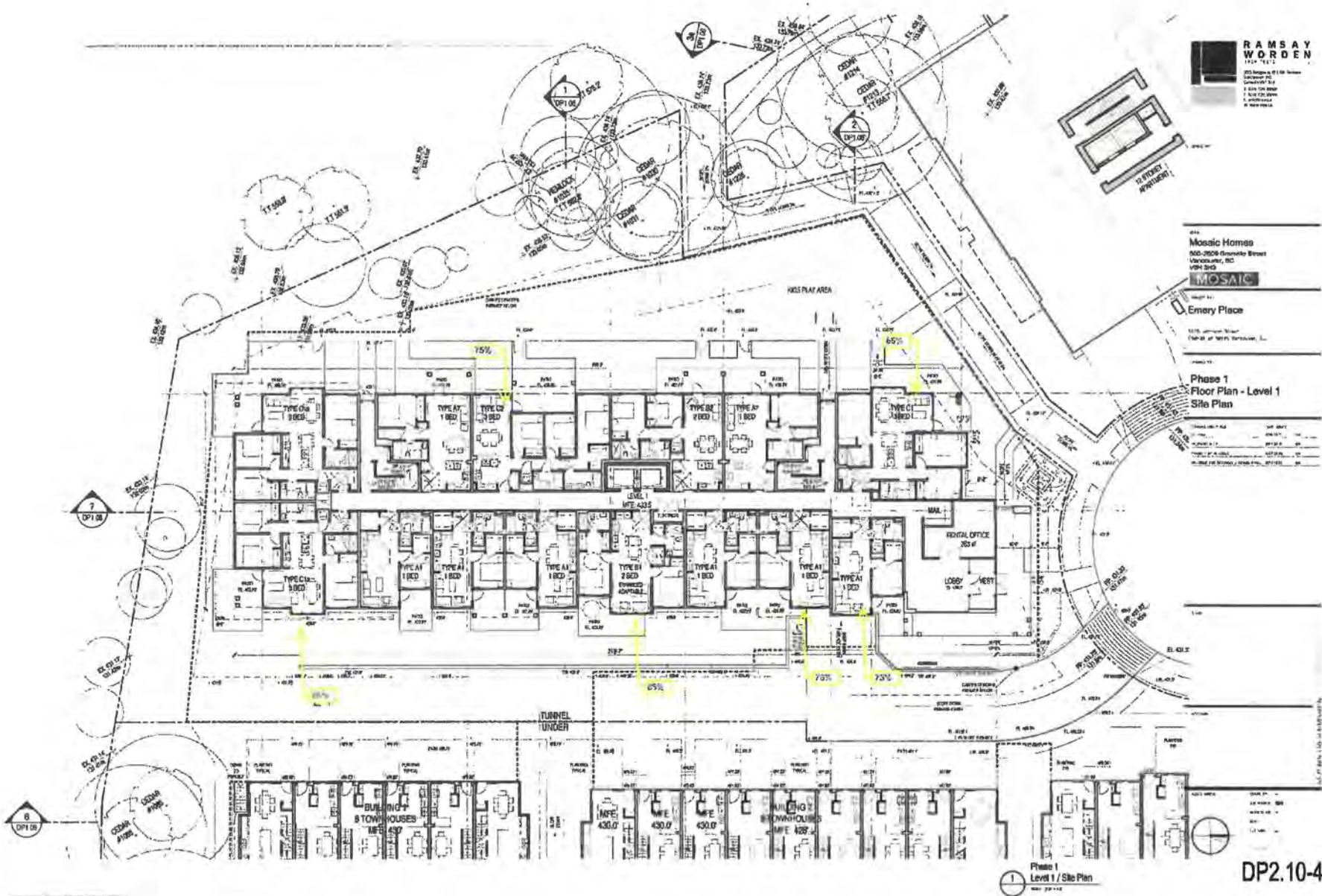
**Schedule A to the Statutory Declaration of \_\_\_\_\_**

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 Requirements together with reasons why.

**SCHEDULE "D"**  
**THE AFFORDABLE RENTAL UNITS**

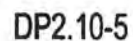




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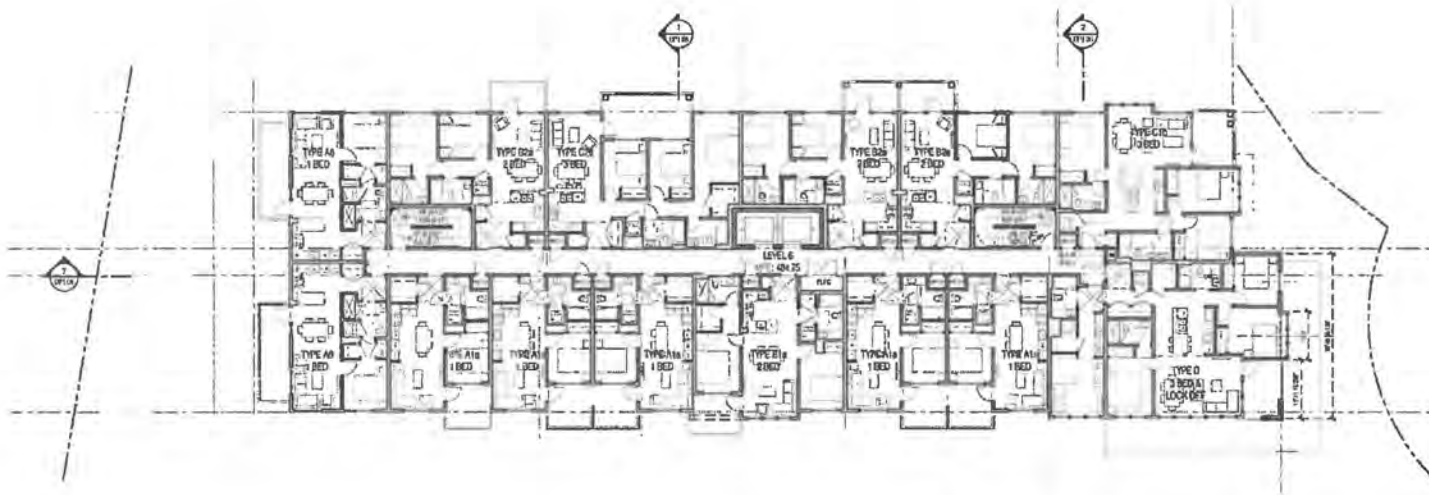
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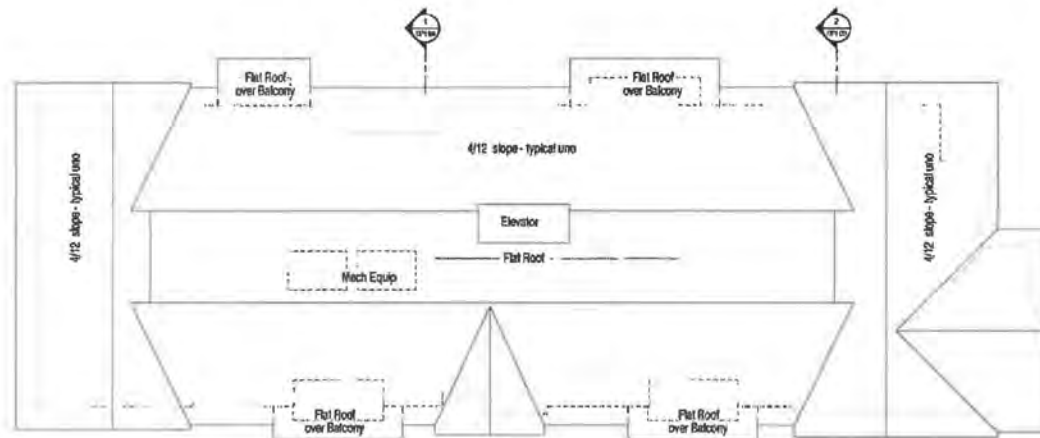




These drawings show design and construction details and are not to be used for construction purposes without the approval of the architect. These drawings are not to be used for construction purposes without the approval of the architect.



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



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



DP2.10-6

Mosaic Homes  
500-2000 Granville Street  
Vancouver, BC  
V6H 3K6  
MOSAIC

Emery Place

Phase 1  
Level 6 Plan  
Roof Plan

Drawn by: JLD	Scale: 1/8" = 1'-0"
Checked by: JLD	Scale: 1/8" = 1'-0"
Approved by: JLD	Scale: 1/8" = 1'-0"

North	Scale: 1/8" = 1'-0"
North	Scale: 1/8" = 1'-0"
North	Scale: 1/8" = 1'-0"



DP2.10-6

**SCHEDULE "E"**  
**THE AFFORDABLE RENTAL UNITS – RENTAL RATES**

	<b>1 bed</b>	<b>2 bed</b>	<b>3 bed</b>	<b>4 bed</b>
"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 "F"**  
**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 \_\_\_\_\_:
  - (c) 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
  - (d) 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.

**DISTRICT OF NORTH VANCOUVER  
PUBLIC HEARING**

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

REPORT of the Public Hearing held in the Council Chambers of the Municipal Hall, 355 West Queens Road, North Vancouver, B.C. on Tuesday, May 15, 2018 commencing at 7:00 pm.

**Present:** Mayor R. Walton  
Councillor M. Bond  
Councillor J. Hanson  
Councillor R. Hicks  
Councillor D. MacKay-Dunn (via telephone)  
Councillor L. Muri

**Absent:** Councillor R. Bassam

**Staff:** Mr. D. Milburn, General Manager - Planning, Properties & Permits  
Ms. L. Brick, Deputy Municipal Clerk  
Mr. K. Khoshons, Senior Project Engineer  
Ms. L. Simkin, Administrative & Information and Privacy Coordinator  
Ms. S. Dale, Confidential Council Clerk  
Ms. C. Peters, Development Planner

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**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.

**1. OPENING BY THE MAYOR**

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

Mayor Richard Walton, stated that:

- All persons who believe that their interest in property is affected by the proposed bylaws will be afforded a reasonable opportunity to be heard and to present written submissions;
- Council will use the established speakers list. At the end of the speakers list, the Chair may call on speakers from the audience;
- Each speaker will have five minutes to address Council for a first time and should begin remarks to Council by stating their name and address;

- All members of the audience are asked to be respectful of one another as diverse opinions are expressed. Council wishes to hear everyone's views in an open and impartial forum;
- Council is here to listen to the public, not to debate the merits of the bylaw;
- At the conclusion of the public input Council may request further information from staff which may or may not require an extension of the hearing, or Council may close the hearing after which Council should not receive further new information from the public;
- Everyone at the Hearing will be provided an opportunity to speak. If necessary, the Hearing will continue on a second night;
- After everyone who wishes to speak has spoken once, speakers will then be allowed one additional five minute presentation; and,
- Any additional presentations will only be allowed at the discretion of the Chair.

Ms. Linda Brick, Deputy Municipal Clerk, stated that:

- The binder containing documents and submissions related to this bylaw is available on the side table to be viewed; and,
- The Public Hearing is being streamed live over the internet and recorded in accordance with the *Freedom of Information and Protection of Privacy Act*.

## **2. INTRODUCTION OF BYLAW BY THE CLERK**

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

Ms. Casey Peters, Development Planner, provided an overview of the proposal elaborating on the introduction by the Deputy Municipal Clerk. Ms. Peters advised that:

- The proposal is for the redevelopment of 1200 Emery Place, known as Emery Village, for a proposed residential development within the Lynn Valley Town Centre;
- The proposal has related bylaws including two housing Agreement Bylaws: one to ensure future strata councils cannot prohibit rentals and the second to secure the 84 unit rental building in perpetuity and to secure the rents for the 42 non-market units and income eligibility criteria;
- The final related bylaw is a park dedication removal bylaw to remove a portion of Kirkstone Park to facilitate the future road network;
- The proposal includes the relocation of the trail to maintain the connection from Emery Place to Kirkstone Park;
- The subject site is approximately five acres in area and located within the Lynn Valley Town Centre;
- Kirkstone Park is located to the west, single-family homes are located to the south, existing multi-family residential homes are located to the north and east and the commercial core of the Lynn Valley Town Centre is located to the north;
- The existing Emery Village includes 61 ground oriented rental units accessed off of the Emery Place cul-de sac;

- The proposal includes four phases and a total of 411 units;
- Phase 1 includes a six-storey rental building that steps down to three-stories on the south side;
- Phase 2 includes 2 twelve-storey buildings connected by a four-storey podium and an eight-storey building;
- Phase 3 includes townhouse units in six buildings;
- Phase 4 is a five-storey building that steps down to three-storeys on the east side;
- The proposal includes an extension of the Emery Place cul-de sac and the creation of a new cul-de sac that extends to the south. Access to the units will be from one of these new public roads. There will be street parking on the new cul-de-sac and on the north side of the Emery Place extension;
- The parking garage entrance for the rental building and the townhouses will be shared and located at the end of the new cul-de-sac;
- The entrance to parking for the Phase 2 buildings will be also be from the new cul-de-sac and the entrance to the Phase 4 building will be from Emery Place;
- The Official Community Plan designates the site as Residential Level 6 which permits density of up to 2.5 FSR and the proposal is approximately 2.15 FSR;
- The existing zoning is Residential Multifamily Zone 2 and Bylaw 8304 would rezone the site to a new Comprehensive Development Zone 115;
- The project was reviewed against the District's Rental and Affordable Housing Strategy and the proposal meets several of the goals of the strategy including: expanding the supply and diversity of housing; expanding the supply of new rental and affordable housing; replacement of existing rental housing; and, minimizing impacts to tenants with relocation assistance. The applicant will be providing enhanced notice and assistance with relocation including moving allowances and compensation based on length of tenure;
- The project has been measured against the Lynn Valley Town Centre Flexible Planning Framework and the Lynn Valley Town Centre Public Realm and Design Guidelines;
- Following extensive community consultation, Council adopted the Lynn Valley Centre Flexible Planning Framework in 2013 and included heights of predominately five-storeys increasing to eight-storeys in strategic locations. At these strategic locations additional height up to twelve-storeys may be considered on a case-by case basis;
- It is proposed that there will be three-storeys on the south and east, five-storeys in the centre and the eight and twelve-storey buildings in the northwest corner. At six-storeys the rental building exceeds the five-storey height from the framework but this additional storey allowed for an increase in the number of affordable rental units while maintaining the step down to three-storeys so staff were supportive of the additional height;
- When the framework was approved a list of criteria were identified that should be met when a project seeks support for heights of twelve-storeys;
- The OCP and Lynn Valley Town Centre Flexible Planning Framework identified a future road, bike and pedestrian network for the Lynn Valley Town Centre;
- A Transportation Assessment was completed in 2013 that identified new local roads and paths south of East 27<sup>th</sup> Street to improve mobility choices for all modes of transportation. This network allows for safe local access on traffic calmed local roads; facilitates servicing; provides access to a future local park; allows residents to connect to the shops and services located north of East 27<sup>th</sup> Street; allows a more direct access to improved transit services located on East 27<sup>th</sup> Street; and, allows for more efficient and safe movement of people, bicycles and cars;



- Trail access to Kirkstone Park was identified to be a part of this future road network. The implementation of this road and conversion of this land from park requires adoption of a separate bylaw;
- In response to community input a path is proposed to be created on the south side of the Emery Place extension to connect to Kirkstone Park. Instead of a typical 1.5m sidewalk and 1.5m boulevard the proposal is for a 6m wide park dedication that will include a 3m wide path and 3m of boulevard planting to separate the path from the road. This 6m park dedication essentially relocates the existing path to the south side of the new road. Staff are proposing a raised crosswalk where the path crosses the new cul-de-sac; and,
- In addition to the path connection along the Emery Place extension there is a new connection to Kirkstone Park proposed from the end of the new cul-de sac. These two park areas are to be dedicated to the District for use as park. The park dedication totals 1,432m<sup>2</sup>. Following the bylaw introduction new survey information was received that shows the amount of park area exceeds the estimate provided in the staff report.

Phase 1 is an 84 unit rental building located on the south west corner of the site. The building is six-storeys in height and steps down to three storeys to the south. A playground is proposed on the Phase 1 site that will be available to all residents and a new trail is to be created to connect to Kirkstone Park. The rental building includes 42 market-rental units, 23 at 85% of market rents, and 19 at 75% of market rents in a range of one to four bedroom layouts. Although the Housing Agreement Bylaw is not the subject of the Public Hearing, the applicant has proposed minor changes to further support the affordable rental units.

Phase 2 includes 2 twelve-storey buildings connected by a four-storey podium and an eight-storey building with a total of 220 strata homes in a mix of unit types. This phase includes a shared amenity space that includes a pool, gym and multi-purpose room. Strata fees will be used to maintain the amenity space and it will be available to residents of all strata units. Tenants in the rental units will have an option to have access by adding a fee to their rent.

Phase 3 includes 46 three-storey townhouse units arranged in six buildings. An outdoor amenity area picnic area is included and will be available to all residents. The townhouses are made up a mix of 3 and 4 bedroom units.

Phase 4 is a five-storey building that steps down to three-storeys on the east side to respond to adjacent townhouse development. The unit mix includes a range of units. The District's policy for town centre parking rates is designed to strike a balance between providing sufficient parking for the development and including alternative forms of transportation. 567 parking spaces are required.

Each apartment building will include bicycle storage in the underground parkade and bike wash and repair stations. The townhouses include access directly from the underground parking into the units and include space that can accommodate bicycle storage. Spaces for visitor bicycles will be available both at grade and in the underground parkades resulting in a total of 539 bicycle spaces to serve the 411 homes.

The project includes a Community Amenity Contribution of \$11.9 million. 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; playgrounds and affordable or special needs housing. This cash contribution is in addition to the market and non-market rental housing, tenant compensation package, land dedications totalling 3,569.9m<sup>2</sup>, trail improvements in Kirkstone Park, offsite utility works and road works.

- A draft Construction Management Plan has been submitted that addresses each phase of construction and a final accepted version will be required prior to building permit issuance;
- Should the project be approved, the applicant anticipates a construction start date of July 2019;
- The two other significant construction projects in Lynn Valley are Bosa and Polygon and it is not expected that there will be significant construction overlap between these three projects. Kiwanis on Whitely Court has submitted a detailed application for an additional six-storey building and there would be overlap with that project should these both be approved;
- The public engagement for this project followed the extensive consultation on the Official Community Plan in 2011 and the Flexible Planning Framework in 2013;
- There have been several opportunities for public input on the project. Two meetings were held during the preliminary application stage, and at the detailed application stage a public information meeting was held in October 2017 and a meeting on the Alternate Approval Process held in April 2018. The input from the community resulted in a number of adjustments to the project including:
  - An increase in the number of rental units from 61 to 84;
  - An increase in the number of affordable rental units from 12 to 42;
  - The addition of four bedroom units in the rental building;
  - Adjustments to the site plan and to the orientation of the buildings; and,
  - Adjustments to the road cross-section for the Emery Place extension.

Council requested that copies of the Advisory Design Panel report and minutes be emailed to Mayor and Council and added to the public input section of the Public Hearing binder.

#### **4. REPRESENTATIONS FROM THE APPLICANT**

##### **4.1. Mr. Luciano Zago, Mosaic Homes:**

- Spoke to the history and context of the proposed development;
- Commented on the site's proximity to the transit corridor;
- Commented on the local lifestyle of the community highlighting the outdoor spaces and safe trail connections to the mall and Kirkstone Park that will enhance walkability;
- Advised that Mosaic has held meetings with tenants of Emery Place and a Tenant Compensation/Relocation package will be available;
- Commented on the housing diversity provided by the proposed development, filling a need for increased rental supply and affordable housing options;
- Highlighted the benefits and amenities of the proposed development; and,
- Opined that the proposed development will provide vibrancy to the Lynn Valley Town Centre.

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

### **5.1. Mr. Terry Wagner, 1200 Block Emery Place: OPPOSED**

- Spoke in opposition to the proposed development;
- Expressed concern with traffic issues;
- Opined that the proposed project does not address the issue of affordable housing;
- Suggested that the Provincial and Federal governments be contacted to pursue further options for housing; and,
- Expressed concern that only 23 non-market rental units to be rented at 85% of market rents are proposed.

### **5.2. Mr. Jeremy Miller, 4200 Block Madeley Road: IN FAVOUR**

- Spoke in support of the proposed development; and,
- Commented that the proposal will expand the supply of new rental and affordable housing in North Vancouver.

### **5.3. Mr. Peter Teevan, 1900 Block Indian River Drive: OPPOSED**

- Opined that the supply of new rental and affordable housing is not being met;
- Commented on the definition of housing affordability as per the Canada Mortgage and Housing Corporation; and,
- Expressed concern with the security of renters being further displaced based on their income.

### **5.4. Ms. Lorraine Hay and Mr. Ron Hay, 800 Block Whitchurch Street: IN FAVOUR**

- Spoke in support of the proposed project;
- Opined that there is a need for rental housing in the Lynn Valley area;
- Commented that the proposed development would allow residents to age in their community;
- Spoke to the issue of affordability; and,
- Opined that the proposed development does not impact greenspace.

### **5.5. Mr. Duane Murrin, 1200 Block Emery Place: OPPOSED**

- Expressed concern with density and the loss of greenspace;
- Expressed concern for the families who will be displaced; and,
- Urged Council to postpone the project until the displaced residents find suitable housing.

### **5.6. Mr. John Gilmour, 2900 Block Bushnell Place: IN FAVOUR**

- Commented that the proposed development will meet the vision of the Official Community Plan and Lynn Valley Town Centre Flexible Planning Framework;
- Commented that the proposed development is aesthetically pleasing;
- Spoke in support of townhouses noting that they provide a viable and more affordable alternative to single-family homes enabling support for families and the “missing-middle”; and,
- Spoke to the generous tenant relocation and compensation package available to tenants.



- 5.7. Ms. Jenny McCulloch, 100 Block East Queens Road: OPPOSED**
- Expressed concern regarding the potential displacement of Emery Place residents.
- 5.8. Mr. David Hutniak, 1200 Block West Pender Street: IN FAVOUR**
- Spoke on behalf of Landlord BC noting their support for the proposed project;
  - Commented that an increase in rental stock will contribute to a healthy community;
  - Commented that the younger generation cannot afford single-family homes; and,
  - Spoke to the generous tenant relocation and compensation package and noted that the applicant has met with tenants to address their needs.
- 5.9. Ms. Kelly Bond, 1200 Block Emery Place: OPPOSED**
- Spoke in opposition to the proposed development at Emery Village;
  - Urged Council to delay development until adequate replacement housing is made available to all the families who are being displaced from the Lynn Valley community;
  - Opined that more townhouses are needed on the North Shore; and,
  - Referenced the Residential Tenant Relocation Assistance Policy expressing concern that units should not be more than 10% above current rent.
- 5.10. Ms. Rebecca Bond, 1200 Block Emery Place: OPPOSED**
- Expressed concern with the loss of greenspace; and,
  - Expressed discontent to the displacement of children from their homes.
- 5.11. Mr. Geoff Pettri, 3500 Block Hall Street: IN FAVOUR**
- Spoke as a resident and business owner within the District;
  - Commented on the lack of rental opportunities on the North Shore; and,
  - Noted that the proposed development will provide housing for both young families and residents looking to downsize.
- 5.12. Mr. Robert Gander, 1200 Block Emery Place: OPPOSED**
- Commented that purpose built rental units are in high demand;
  - Expressed concern that residents of Emery Place will be unable to find accommodation; and,
  - Stated that more townhouses are needed on the North Shore.
- 5.13. Ms. Linda Acker, 100 Block Premier Street: IN FAVOUR**
- Spoke in support of the proposed project;
  - Expressed concern with regards to affordable housing; and,
  - Commented on the lack of rental units on the North Shore.
- 5.14. Mr. James Mitchell, 500 Block Roslyn Boulevard: OPPOSED**
- Expressed concern with increased traffic; and,
  - Expressed concern regarding the displacement of Emery Place residents.
- 5.15. Ms. Tania Newman, 1300 Block Kilmer Road: IN FAVOUR**
- Spoke in support of the proposed project;
  - Stated that more rental units are needed on the North Shore; and,

- Commented that the proposed development is aesthetically pleasing.

**5.16. Mr. Eric Miura, 1300 Block Kilmer Road:**

**IN FAVOUR**

- Commented on the absence of rental stock in North Vancouver;
- Commended the developer for actively engaging the community;
- Stated that the definition of affordable housing is complex;
- Commented that the proposed development will provide diverse housing options; and,
- Spoke to the improved connectivity to the surrounding area.

**5.17. Ms. Andrea Watson, 1400 Block Paisley Road:**

**COMMENTING**

- Commented that the proposed development will provide diverse housing options;
- Stated that there is not enough below market and rental units on the North Shore; and,
- Opined that the proposed development will provide a safe and secure option for both young and older residents wanting to live in North Vancouver.

**5.18. Ms. Debbie Brooks, 1200 Block Emery Place:**

**OPPOSED**

- Expressed concern that residents of Emery Place may be displaced;
- Expressed concern with increased traffic and the loss of greenspace;
- Spoke to the issue of affordable rental units on the North Shore; and,
- Suggested that affordable housing needs to be addressed before going ahead with development.

**5.19. Ms. Joanne Duyker, 3700 Block Edgemont Boulevard:**

**IN FAVOUR**

- Spoke to the lack of rental units on the North Shore;
- Noted that the proposed development provides downsizers an opportunity to age in their community; and,
- Acknowledged that change is hard but needs to be embraced.

Council recessed at 9:04 pm and reconvened at 9:19 pm.

**5.20. Mr. Peter Martyn, 1000 Block Lodge Road:**

**IN FAVOUR**

- Spoke in support of the proposed project noting that it will provide a variety of housing options;
- Opined that the proposed development will provide vibrancy to the Lynn Valley Town Centre; and,
- Suggested a shuttle bus service in the Lynn Valley area.

**5.21. Ms. Natahsa Vignal, 1200 Block Emery Place:**

**OPPOSED**

- Spoke in opposition to the proposed project;
- Expressed concern that current residents may not qualify for the compensation package and will be forced to relocate;
- Expressed concern that tenants of the rental units may not have access to the pool facilities; and,
- Commented on the lack of suitable affordable housing options on the North Shore.

- 5.22. Ms. Katherine McLellan, 1300 Block Sowden Street:** **IN FAVOUR**
- Spoke to the housing crisis;
  - Spoke in support of providing diverse housing options; and,
  - Noted that the proposed development provides downsizers an opportunity to age in their community.
- 5.23. Ms. Monica Craver, 4700 Block Hoskins Road:** **OPPOSED**
- Stated that the proposed units are not affordable; and,
  - Suggested that proper infrastructure needs to be in place before more development is proposed.
- 5.24. Ms. Kim Miles, 3100 Block Mountain Highway:** **IN FAVOUR**
- Spoke on behalf of the North Shore Disability Resource Centre;
  - Spoke in support of the proposed development suggesting it will meet the needs of families on the North Shore;
  - Commented that the proposal will provide vibrancy to the community; and,
  - Noted that the proposed development is close to transit and outdoor amenities.
- 5.25. Mr. Lyle Craver, 4700 Block Hoskins Road:** **OPPOSED**
- Spoke on behalf of the Lynn Valley Community Association;
  - Expressed concern with regards to the timing of the project;
  - Expressed concern that residents of Emery Place will be forced to leave their community;
  - Opined that the Official Community Plan is not meeting the housing needs in the District; and,
  - Urged Council to delay development until suitable accommodation for families being displaced is established.
- 5.26. Mr. Genya Kapulan, 1600 Block Lloyd Avenue:** **IN FAVOUR**
- Spoke in support of the proposed development; and,
  - Commented on the need for more rental units on the North Shore.
- 5.27. Mr. Jay MacArthur, 2100 Block Kirkstone Place:** **OPPOSED**
- Concerned that the proposed development is too close to single-family homes on Kirkstone Place and would be imposing;
  - Spoke to the lack of rental housing on the North Shore;
  - Suggested that more ground level townhouse units are needed;
  - Suggested that the setback should be changed to 30 feet;
  - Opined that twelve-storey high rises do not fit into the Lynn Valley community; and,
  - Expressed concern with the loss of greenspace and questioned where children will play.
- 5.28. Mr. Adam McKilligan, 1900 Block Purcell Way:** **IN FAVOUR**
- Spoke in support of the proposed project;
  - Stated that more rental units are needed on the North Shore; and,
  - Commented that the proposed development would allow people to come back to the North Shore.

**5.29. Mr. Hazen Colbert, 1100 Block East 27<sup>th</sup> Street: OPPOSED**

- Urged Council to delay development until suitable accommodation for families being displaced is found.

**5.30. Mr. Scott Croasdale, 3400 Block St. Andrews Avenue: IN FAVOUR**

- Stated that more rental units are needed;
- Spoke in support of densification and commented that Lynn Valley Village has been identified as a good location for increased densification;
- Noted that the proposed development provides downsizers an opportunity to age in their community; and,
- Spoke to the effects of delaying development and suggested that it may increase the cost of housing.

**5.31. Ms. Dana Kovanda, 2200 Block Hazellynn Place: OPPOSED**

- Spoke to the issue of affordability;
- Stated that the proposed development does not provide more affordable rental units; and,
- Urged Council to consider the needs of the average person.

**5.32. Ms. Linda Guenther, 1200 Block Emery Place: OPPOSED**

- Commented on the lack of rental units on the North Shore;
- Expressed concern with regards to affordable housing;
- Mentioned that the proposal decreases the number of rental units; and,
- Suggested that more purpose built rental units may help to address the housing crisis.

**5.33. Mr. Don Peters, 600 Block West Queens Road: IN FAVOUR**

- Spoke as Chair of the Community Housing Association Committee;
- Spoke in favour of the proposed development of Emery Place;
- Opined that the proposed development provides secure and appropriate affordable housing options; and,
- Commented regarding the compensation packages for those being displaced.

**5.34. Mr. Bruce Crowe, 1600 Block Arbourlynn Drive: OPPOSED**

- Noted that more rental units are needed on the North Shore;
- Expressed concern with traffic issues and the loss of greenspace;
- Suggested that a decision regarding Emery Place should be delayed;
- Expressed concern that residents of Emery Place will be forced to relocate outside their community; and,
- Spoke about the Professional Engineer (P.Eng) Code of Ethics and its significance to public welfare.

**5.35. Ms. Clara Gailav, 1200 Block Emery Place: OPPOSED**

- Spoke to the impacts that the proposed development will have on residents of the community; and,
- Expressed concern with the loss of greenspace.



**5.36. Mr. Barry Fenton, 2700 Block Byron Road:**

**IN FAVOUR**

- Commented that the proposed development satisfies the vision of the Official Community Plan;
- Expressed concern that the families of Emery Place may have to relocate to a different community;
- Commented that the applicant has listened to the community and modifications have been made;
- Commented that the proposed development will provide diverse housing options;
- Opined that Emery Village is a good location for density;
- Commented on the improved access to Kirkstone Park; and,
- Suggested directing the Community Amenity Contributions back into the Affordable Housing Fund.

**5.37. Mr. Greg Diack, 1400 Block Chesterfield Avenue:**

**OPPOSED**

- Spoke in opposition to the proposed development;
- Spoke to the issue of affordable housing;
- Suggested more affordable social housing for people with disabilities is needed on the North Shore; and,
- Expressed concern with the loss of greenspace.

**5.38. Mr. Mike Little, 4000 Block Mt. Seymour Parkway:**

**OPPOSED**

- Highlighted the issues that have contributed to the housing crisis.

**6. COUNCIL RESOLUTION**

**MOVED by Councillor MURI**

**SECONDED by Councillor BOND**

THAT the May 15, 2018 Public Hearing be adjourned and reconvene on May 16, 2018 at 7:00 pm in the Council Chamber of the District Hall.

**CARRIED**  
(10:51 pm)

The Public Hearing reconvened in the Council Chambers of the District Hall, 355 West Queens Road, North Vancouver, B.C. on Wednesday, May 16, 2018 commencing at 7:01 pm.

**Present:** Mayor R. Walton  
Councillor R. Bassam (via telephone)  
Councillor J. Hanson  
Councillor R. Hicks  
Councillor D. MacKay-Dunn (via telephone)  
Councillor L. Muri

**Absent:** Councillor M. Bond

**Staff:** Mr. D. Milburn, General Manager - Planning, Properties & Permits  
Ms. L. Brick, Deputy Municipal Clerk  
Mr. K. Khoshons, Senior Project Engineer  
Ms. L. Simkin, Administrative & Information and Privacy Coordinator  
Ms. S. Dale, Confidential Council Clerk  
Ms. C. Peters, Development Planner

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**1. OPENING BY THE MAYOR**

Mayor Richard Walton advised that the purpose of the reconvened Public Hearing was to receive further input from the community on Bylaw 8304 and reviewed the established rules of the meeting.

**5. REPRESENTATIONS FROM THE PUBLIC (continued)**

**5.39. Mr. Graham Tutti, 2100 Block Front Street: IN FAVOUR**

- Spoke to the difficulty of finding rental housing in North Vancouver;
- Spoke in support of townhouses noting that they provide viable and more affordable alternatives; and,
- Commented that increased density will provide attractive amenities for residents of Lynn Valley.

**5.40. Ms. Onida Garner, 1200 Block Emery Place: OPPOSED**

- Spoke in opposition to the proposed development;
- Expressed concern that many tenants will not qualify for the proposed compensation package; and,
- Opined that more townhouses are need on the North Shore.

**5.41. Ms. Sarah Gutzmann, 1600 Block Kilmer Road: IN FAVOUR**

- Spoke in favour of the proposed development;
- Commented that many young adults are forced to relocate outside their community; and,
- Opined that rental properties on the North Shore are not affordable.

**5.42. Mr. Richard Kirby, 2200 Block Hazellynn Place: OPPOSED**

- Expressed concern with residents of Emery Place being forced to relocate.

**5.43. Ms. Yvette Mercier, 2600 Block Sechelt Drive: OPPOSED**

- Expressed concern with tenants being displaced out of their community;
- Spoke to the stress placed on residents who are forced to relocate;
- Opined that the proposed development is not affordable; and,
- Encouraged the restoration of old rental stock buildings.

**5.44. Ms. Irene Bowen, 1200 Block Emery Place: OPPOSED**

- Expressed concern with the demolition of homes in Emery Place noting that they have been kept in excellent repair;
- Stated that housing on the North Shore is not affordable; and,
- Urged Council to build more affordable housing options on the North Shore before demolishing the homes in Emery Place.

- 5.45. Mr. Zachary Bond, 1200 Block Emery Place:** **OPPOSED**
- Read a letter on behalf of his neighbours;
  - Commented regarding the community feel within the neighbourhood;
  - Expressed concern with residents being displaced out of their community;
  - Expressed concern with increased traffic; and,
  - Commented that too much development is happening all at once.
- 5.46. Mr. Connor Howes, 600 Block Seylynn Crescent:** **IN FAVOUR**
- Spoke in support of the Emery Village development;
  - Suggested it may help the younger generation to stay in North Vancouver; and,
  - Commented that many friends and coworkers are forced to move off the North Shore as it is not affordable.
- 5.47. Ms. Megan Curren, 2100 Block Badger Road:** **OPPOSED**
- Expressed concern with the displacement of residents of Emery Place;
  - Stated that the community needs more affordable housing options; and,
  - Urged Council to delay the proposed development until suitable accommodations for the residents of Emery Place is available.
- 5.48. Mr. Peter Matthews, 1200 Block Emery Place:** **OPPOSED**
- Stated that there is no affordable housing on the North Shore; and,
  - Expressed concern that residents are being forced to leave the North Shore;
- 5.49. Ms. Madeline Hawkins, 1300 Block Crayford Close:** **IN FAVOUR**
- Spoke in support of the proposed development;
  - Noted that the proposed development will increase housing options;
  - Proximity to recreation and greenspaces; and,
  - Spoke in support of density.
- 5.50. Mr. Bill Phillips, 900 Block Canyon Boulevard:** **IN FAVOUR**
- Spoke to the issue of affordability on the North Shore;
  - Commended the developer for working with the tenants of Emery Place;
  - Commented on the improved connectivity through Kirkstone Park;
  - Suggested directing the Community Amenity Contributions back into the Affordable Housing Fund; and,
  - Opined that delaying development may increase the price of rental housing.
- 5.51. Ms. Betty Forbes, 2300 Block Kirkstone Road:** **OPPOSED**
- Spoke to the missing middle being forced to move off the North Shore;
  - Commented on the need for more diverse affordable rental housing and good paying jobs on the North Shore;
  - Urged Council to pause the proposed development until residents of Emery Place can find suitable housing; and,
  - Expressed concern with increased traffic on Kirkstone Road.
- 5.52. Mr. Owen Yates, 1300 Block East 27<sup>th</sup> Street:** **IN FAVOUR**
- Expressed concern that residents are leaving the North Shore as they can't find suitable housing;
  - Commented on the site's proximity to transit;



- Commented that the proposed development will provide diverse housing options;
- Commented that the proposed development will meet the vision of the Official Community Plan; and,
- Commented on the improved connectivity through Kirkstone Park.

**5.53. Ms. Carolina Francis, 1200 Block Emery Place: OPPOSED**

- Expressed concern with residents being displaced from Emery Village;
- Stated that housing in Lynn Valley is not affordable; and,
- Suggested that modular housing could provide a short-term solution to affordable housing.

**5.54. Mr. Tom Walker, 3700 Block Hillcrest Avenue: IN FAVOUR**

- Expressed concern with residents being displaced from Emery Place;
- Spoke to the negative impacts that residents will face when having to relocate; and,
- Commended the developer for providing a generous tenant relocation and compensation package.

**5.55. Mr. John Harvey, 1900 Block Cedar Village Crescent: OPPOSED**

- Commented on the friendships developed through the Emery Place neighbourhood;
- Suggested that on-street parking be restricted to enhance the safety of residents; and,
- Opined that high-rises create isolation and lacks the feel of a community.

**5.56. Mr. Dave Vukets, 100 Block St. Georges Avenue: IN FAVOUR**

- Spoke as a resident and business owner within the District;
- Commented on the long commutes to work within the North Shore;
- Expressed support for the Emery Village project; and,
- Opined that the proposed development will help to address the housing crisis.

**5.57. Ms. Fauzia Bollinger, 1200 Block Emery Place: OPPOSED**

- Opined that the proposed rental units are not affordable; and,
- Noted that schools and hospitals are already over capacity.

**5.58. Ms. Liz Firer-Gillespie, 2600 Block Hoskins Road: IN FAVOUR**

- Spoke in support of the Emery Village proposal;
- Commented that the proposed development will provide diverse housing options;
- Noted that the proposed development provides an opportunity for both young families and downsizers wanting to stay in their community; and,
- Opined that the cost of the units will be accessible to many people.

**5.59. Mr. Evan Murrin, 1200 Block Emery Place: OPPOSED**

- Expressed concern that he will be forced to relocate due the issue of affordable housing; and,
- Urged Council to not demolish the homes in Emery Place.

**5.60. Ms. Jenna Montgomery, 4000 Block Nottingham Road: IN FAVOUR**

- Spoke in support of the proposed development;
- Spoke to the issue of affordable housing; and,
- Noted housing options and opportunities are needed for young families.

**5.61. Mr. Joel Cyr, 500 Block West Kings Road: IN FAVOUR**

- Spoke in support of the proposed project;
- Spoke as a resident and business owner within the District;
- Commented on the difficulty of recruiting staff as there are limited affordable housing options; and,
- Commented that increased density will provide attractive amenities for residents of Lynn Valley.

**5.62. Ms. Violet Hopps, 2100 Block Mountain Highway: OPPOSED**

- Expressed concern regarding the displacement of Emery Place residents;
- Expressed concern with the loss of affordable housing; and,
- Commented that Emery Place provides a place of security for community gatherings and friendships.

**5.63. Mr. Curtis Neeser, 1300 Block Frederick Road: IN FAVOUR**

- Spoke in support of the proposed development;
- Noted that the proposed development will provide a diverse range of housing options; and,
- Spoke to the opportunities for both young families and downsizers wanting to stay in their community.

**5.64. Mr. John Pavey, 1200 Block Emery Place: OPPOSED**

- Spoke in opposition to the proposed project;
- Commented on the need for development to increase rental stock in North Vancouver;
- Expressed concern that the proposed development will decrease rental opportunities at Emery Village;
- Commented on the importance of replacing like-for-like rental stock; and,
- Suggested that modular housing may help families stay in their community.

**5.65. Mr. Kerry Anderson, 1200 Block Emery Place: OPPOSED**

- Expressed concern with tenants having to relocate;
- Expressed concern with traffic issues; and,
- Opined that the proposed development does not provide affordable rental buildings.

Council recessed at 8:46 pm and reconvened at 8:56 pm.

Staff advised that copies of the Emery Village Public Hearing Questions from Council will be added to the public input section of the Public Hearing binder and available on the District's website.

**5.66. Mr. Max Bruce, 200 Block Kensington Crescent:**

**IN FAVOUR**

- Read a letter on behalf of his neighbour;
- Spoke in support of the proposed development;
- Commented on the need for more purposed built rental units on the North Shore;
- Suggested that the proposed development will help address the current housing crisis;
- Commended the developer for providing a good tenant relocation and compensation package; and,
- Opined that the proposed development will provide the missing middle and downsizers with affordable housing options.

**5.67. Ms. Betty Forbes,  
2300 Block Kirkstone Road:**

**SPEAKING A SECOND TIME**

- Stated that the residents of Emery Place have spoken to the proposal in opposition;
- Urged Council to pause the proposed development until residents of Emery Place can find suitable housing;
- Expressed concern regarding safety and traffic on Kirkstone Road; and,
- Expressed concern regarding the speed limit at Kirkstone Park.

**5.68. Ms. Kelly Bond,  
1200 Block Emery Place:**

**SPEAKING A SECOND TIME**

- Noted that older rental stock is important to the community;
- Requested that a building inspection be initiated before demolishing homes at Emery Place; and,
- Questioned if blasting will be necessary and if so will the surrounding single-family homes be effected.

**5.69. Mr. Hazen Colbert,  
1100 Block East 27<sup>th</sup> Street:**

**SPEAKING A SECOND TIME**

- Advised that the Official Community Plan identifies Emery Village as a medium density site; and,
- Expressed concern that blasting may occur impacting the surrounding single-family homes.

**5.70. Mr. Peter Teevan,  
1900 Block Indian River Drive:**

**SPEAKING A SECOND TIME**

- Presented the findings of the survey conducted by current residents of Emery Place; and,
- Spoke to the importance of providing residents of the North Shore with affordable housing options.

**5.71. Mr. Lyle Craver,  
4700 Block Hoskins Road:**

**SPEAKING A SECOND TIME**

- Requested that the topic of affordable housing be discussed at a Regular Council meeting;
- Expressed concern that the proposed bylaw was not deferred to a referendum;
- Opined that not all old homes need to be demolished; and,

- Expressed concern with the pre-sale advertising of Emery Village.

Staff clarified that Mosaic Homes is not advertising pre-sale units and noted that it is inconsistent with the *Real Estate Development Marketing Act*. It was noted that there have been websites identified as advertising this property and Mosaic Homes is working with the website owners to have these advertisements removed.

**5.72. Mr. John Harvey, SPEAKING A SECOND TIME**  
**1900 Block Cedar Village Crescent:**

- Commended the developer for the architectural designs of the proposed project;
- Urged Council to delay the proposed development until residents of Emery Place can find suitable housing; and,
- Spoke to the perception of conflict of interest.

**5.73. Ms. Dana Kovanda, SPEAKING A SECOND TIME**  
**2200 Block Hazellynn Place:**

- Acknowledged that her family cannot afford to buy or rent in the proposed Emery Village development;
- Expressed concern with the pre-sale advertising of Emery Village; and,
- Stated that more affordable rental units are needed in North Vancouver.

**5.74. Mr. Terry Wagner and Connor Wagner, SPEAKING A SECOND TIME**  
**1200 Block Emery Place:**

- Questioned if this is the best proposal for this site;
- Expressed concern with the low rental vacancy in the District;
- Commented that 61 families are forced to move without any long term solution; and,
- Urged Council to pause the proposed development and make sure the needs of the greater community is addressed.

**5.75. Mr. Duane Murrin, SPEAKING A SECOND TIME**  
**1200 Block Emery Place:**

- Noted that the rental units proposed are not affordable for the majority of people;
- Questioned what the term affordable housing means; and,
- Commented that more rental units are needed on the North Shore.

**5.76. Ms. Jenny McCulloch, SPEAKING A SECOND TIME**  
**100 Block East Queens Road:**

- Expressed discontent to the displacement of children from their homes;
- Commented that Emery Place is a supportive community where children thrive; and,
- Expressed concern with the loss of greenspace.

**5.77. Mr. Peter Matthews, SPEAKING A SECOND TIME**  
**1200 Block Emery Place:**

- Stated that more affordable rental units are needed on the North Shore.

**5.78. Mr. Mike Little, SPEAKING A SECOND TIME**  
**4000 Block Mt. Seymour Parkway:**

- Spoke regarding the pressures causing the housing crisis;



- Opined that the proposed development does not meet the needs of the community;
- Expressed concern that residents will be displaced from their community;
- Commented that the current housing at Emery Place still has another 10-15 year lifespan and should not be demolished; and,
- Noted that more rental housing is needed on the North Shore.

**5.79. Mr. Bruce Crowe,**

**SPEAKING A SECOND TIME**

**1600 Block Arbourlynn Drive:**

- Noted that more affordable rental housing is needed;
- Opined that the proposed development is excessive;
- Requested that the Provincial and Federal governments be contacted to pursue further options for housing;
- Opined that there is not sufficient infrastructure to handle this development; and,
- Suggested phasing the demolition of the existing housing at Emery Place.

**5.80. Ms. Linda Gunther,**

**SPEAKING A SECOND TIME**

**1200 Block Emery Place:**

- Spoke on behalf of her neighbours who were unable to attend the meeting noting that the proposed development of Emery Village is not affordable.

**5.81. Ms. Sara Davies,**

**OPPOSED**

**2300 Block Mountain Highway**

- Expressed concern for the families that will lose their homes;
- Expressed concern with the loss of affordable housing;
- Suggested that Emery Place be renovated; and,
- Expressed concern with the loss of greenspace.

**6. COUNCIL RESOLUTION**

**MOVED by Councillor MURI**

**SECONDED by Councillor HICKS**

THAT the May 16, 2018 Public Hearing be adjourned and reconvene on May 22, 2018 at 7:00 pm in the Council Chamber of the District Hall.

**CARRIED**  
(10:22 pm)

The Public Hearing reconvened in the Council Chambers of the District Hall, 355 West Queens Road, North Vancouver, B.C. on Tuesday, May 22, 2018 commencing at 7:02 pm.

**Present:** Mayor R. Walton  
Councillor R. Bassam (7:06 pm)  
Councillor M. Bond  
Councillor J. Hanson  
Councillor R. Hicks  
Councillor D. MacKay-Dunn (via telephone, 7:09 pm)  
Councillor L. Muri

**Staff:** Mr. D. Milburn, General Manager - Planning, Properties & Permits  
Ms. L. Brick, Deputy Municipal Clerk  
Ms. S. Dale, Confidential Council Clerk  
Ms. C. Peters, Development Planner

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**1. OPENING BY THE MAYOR**

Mayor Richard Walton advised that the purpose of the Public Hearing was to receive further input from the community on Bylaw 8304.

Councillor MACKAY-DUNN left the meeting at 7:07 pm and returned at 7:09 pm.

**5. REPRESENTATIONS FROM THE PUBLIC (continued)**

**5.82. Mr. Travis Gunther, 1200 Block Emery Place: OPPOSED**

- Expressed concern regarding the displacement of Emery Place residents;
- Noted that Emery Place is a family oriented community; and,
- Commented on the need for more family-sized housing options.

**5.83. Mr. David Cook, 1700 Block Emerson Court: OPPOSED**

- Spoke to the issue of affordability;
- Commented on the need to retain and create new affordable rental accommodations on the North Shore; and,
- Urged Council to pause the proposed development until residents of Emery Place can find suitable housing.

**5.84. Mr. Kris Smuszkiewicz, 1200 Block Emery Place: OPPOSED**

- Commented on the insufficient supply of affordable rental housing; and,
- Expressed concern with the relocation of Emery Place tenants.

**5.85. Ms. Rebecca Matthews, 1200 Block Emery Place: OPPOSED**

- Spoke to the issue of affordability;
- Expressed concern that many families may have to relocate out of their community; and,
- Opined that the proposed Emery Village development is not affordable.

**5.86. Mr. William Brooks, 1200 Block Emery Place: OPPOSED**

- Stated that many Emery Place tenants will not be able to afford the proposed new units; and,
- Urged Council to address the issue of affordable rental housing before proceeding with this development.

**5.87. Mr. Phil Chapman, 1000 Block Handsworth Road: COMMENTING**

- Spoke to the issue of affordability on the North Shore;
- Opined that the twelve storey building is the right size in the right location;
- Commended the developer for providing a generous tenant relocation and compensation package;

- Acknowledged that the proposed development provides a net increase in rental units; and,
- Encouraged the maintenance and retention of existing affordable rental units.

**5.88. Ms. Christine Swain, 1200 Block Emery Place: OPPOSED**

- Spoke to the housing crisis on the North Shore;
- Noted that she is not opposed to development; and,
- Commented on the importance of ensuring that there are more rental options for families.

**5.89. Ms. Tiffany Bodlack, 1200 Block Emery Place: OPPOSED**

- Expressed concern with the loss of greenspace; and,
- Commented that residents of Emery Place are facing the loss of community and friendships.

**5.90. Mr. Fabio Novitsky, 1200 Block Emery Place: OPPOSED**

- Noted that Emery Place is a family-oriented community;
- Commented that too much development is happening all at once; and,
- Urged Council to delay the application until tenants of Emery Place are taken care of.

**5.91. Ms. Gabriela Ila, 1200 Block Emery Place: OPPOSED**

- Commented that Emery Place provides a sense of community;
- Commented that too much development is happening all at once;
- Expressed concern with traffic issues; and,
- Opined that Lynn Valley is a small community and may not be able to accommodate the increased density.

**5.92. Ms. Shirley Tamsic, 1300 Block Arbourlynn Drive: OPPOSED**

- Spoke in opposition to the proposed development;
- Expressed concern regarding density and increased traffic;
- Expressed concern with the loss of greenspace; and,
- Opined that the mature trees need to be preserved.

**5.93. Mr. Alex Carmel, 1200 Block Emery Place: OPPOSED**

- Commented that too much development is happening in Lynn Valley and spoke to the impact it has had on the community; and,
- Expressed concern with increased traffic.

**5.94. Mr. Connor Wagner, 1200 Block Emery Place: SPEAKING A SECOND TIME**

- Expressed concern that his family will be forced to move; and,
- Expressed concern that he will lose friendships made from living at Emery Place.

**5.95. Ms. Debbie Brooks, 1200 Block Emery Place: SPEAKING A SECOND TIME**

- Read a letter on behalf of her neighbour;



- Expressed concern that residents of Emery Place will be forced to leave their community;
- Commented that too much construction is happening all at once on the North Shore; and,
- Urged Council to delay the proposal until families can find suitable accommodation.

**5.96. Mr. Greg Diack,**

**SPEAKING A SECOND TIME**

**1400 Block Chesterfield Avenue:**

- Noted that many residents of the North Shore are working and living below the poverty line;
- Commented that tenants of Emery Place can't afford to stay on the North Shore; and,
- Commented on the need for more diverse affordable rental housing.

**5.97. Mr. Rob Gander,**

**SPEAKING A SECOND TIME**

**1200 Block Emery Place:**

- Spoke to the lack of rental accommodation on the North Shore;
- Noted that more one bedroom luxury condos are not what the community needs;
- Spoke to the missing middle being forced to move off the North Shore; and,
- Commented that Emery Place is a family-friendly complex.

**5.98. Ms. Fauzia Bollinger,**

**SPEAKING A SECOND TIME**

**1200 Block Emery Place:**

- Commented that more affordable rental housing is needed; and,
- Urged Council to pause this development to ensure that it is done right.

**5.99. Ms. Megan Curren,**

**SPEAKING A SECOND TIME**

**2100 Block Badger Road:**

- Spoke as a resident and business owner within the District;
- Expressed concern with tenants being evicted;
- Opined that the proposed development does not address the affordable housing crisis; and,
- Urged Council to delay the proposed development until suitable accommodations for the residents of Emery Place are available.

**5.100. Ms. Gillian Konst,**

**SPEAKING A SECOND TIME**

**2200 Block Viewlynn Drive:**

- Spoke on behalf of the Lynn Valley Community Association;
- Commented that the Emery Place buildings are in stable state and could be preserved until residents can find suitable rental housing in their community;
- Spoke to the petition submitted to delay the proposed project;
- Expressed concern that the two 12-storey buildings were not introduced until the third Public Information meeting; and,
- Expressed concern with the loss of greenspace.

- 5.101. Mr. Barry Fenton, SPEAKING A SECOND TIME**  
**2700 Block Byron Road:**
- Spoke to the affordable housing crisis;
  - Commented that assistance from all levels of governments is needed to address the housing crisis;
  - Spoke to the effects of delaying development and suggested that it may increase the cost of housing;
  - Commented that the proposed development will meet the vision of the Official Community Plan;
  - Commented on the site's close proximity to transit;
  - Spoke to the considerable tenant relocation and compensation package available to tenants; and,
  - Suggested that tenants in the rental units have access to the recreation amenities.
- 5.102. Ms. Shirley Tamsic, SPEAKING A SECOND TIME**  
**1300 Block Arbourlynn Drive:**
- Expressed concern with the proposed twelve-storey buildings; and,
  - Stated that the developer must address the needs of current residents before moving forward with the proposed project.
- 5.103. Mr. Terry Wagner, SPEAKING A THIRD TIME**  
**1200 Block Emery Place:**
- Spoke to the issue of affordability;
  - Expressed concern that residents are forced to move out of their communities as they are not able to afford the new units; and,
  - Expressed concern with the low rental vacancy on the North Shore.
- 5.104. Ms. Linda Guenther, SPEAKING A THIRD TIME**  
**1200 Block Emery Place:**
- Spoke regarding the lack of affordable housing on the North Shore;
  - Opined that the proposal does not meet the needs of middle income owners; and,
  - Opined that housing diversity and the supply of new rental and affordable housing is not being met.
- 5.105. Mr. Bruce Crowe, SPEAKING A THIRD TIME**  
**1600 Block Arbourlynn Drive:**
- Spoke to the rental crisis on the North Shore;
  - Expressed concern that the proposed development will force families to relocate; and,
  - Urged Council to delay the proposed development until all issues have been addressed.
- 5.106. Mr. Hazen Colbert, SPEAKING A THIRD TIME**  
**1100 Block East 27<sup>th</sup> Street:**
- Noted that the Official Community Plan identifies Emery Village as a medium density site;
  - Expressed concern that Metro Vancouver's Frequent Transit Network is not anticipated to serve the Lynn Valley area; and,

- Suggested delaying the proposed development.

**5.107. Ms. Dana Kovanda, SPEAKING A THIRD TIME**  
**2200 Block Hazelynn Place:**

- Expressed concern with the pre-sale advertising of Emery Village;
- Spoke to the issue of affordable rental housing on the North Shore;
- Commented that private rental units to not provide secure housing; and,
- Expressed concern with families forced to leave the North Shore.

**5.108. Ms. Rebecca Bond, SPEAKING A THIRD TIME**  
**1200 Block Emery Place:**

- Spoke in opposition to the proposed development; and,
- Commented that many friendships have been made while living at Emery Place.

**5.109. Mr. Duane Murrin, SPEAKING A THIRD TIME**  
**1200 Block Emery Place:**

- Expressed concern with regards to the displacement and eviction of Emery Place tenants;
- Stated that the issue of affordable housing needs to be addressed; and,
- Acknowledged that current residents of Emery Place are a valuable asset to the community.

**5.110. Ms. Kelly Bond, SPEAKING A THIRD TIME**  
**1200 Block Emery Place:**

- Spoke to the online petition submitted in opposition to the proposal;
- Expressed concern with regards to the intensity of development;
- Spoke to the impacts that the proposed development will have on residents of the community; and,
- Commented that Emery Place provides a safe and supportive community.

**5.111. Mr. Peter Teevan, SPEAKING A THIRD TIME**  
**1900 Block Indian River Crescent:**

- Commented on the need for more family-oriented rental units;
- Suggested using new innovative ways of thinking to create affordable housing options; and,
- Expressed concern with the financial stress placed on current tenants of Emery Place.

**5.112. Mr. Lyle Craver, SPEAKING A THIRD TIME**  
**4700 Block Hoskins Road:**

- Spoke against high-rise buildings;
- Encouraged the maintenance and retention of existing affordable rental units; and,
- Commented on the extensive community interest and engagement during this process.

**5.113. Mr. John Harvey, SPEAKING A THIRD TIME**  
**1900 Block Cedar Village Crescent:**

- Spoke to the perception of conflict of interest; and,

- Suggested that the proposal be returned to Council for further consideration.

**5.114. Ms. Gillian Konst, SPEAKING A THIRD TIME**  
**2200 Block Viewlynn Drive:**

- Spoke on behalf of the Lynn Valley Community Association;
- Stated that affordable housing needs to be made a priority;
- Commented that the Official Community Plan is a living document that can be changed; and,
- Noted that it is not the intent of the Official Community Plan to displace residents out of their community.

**5.115. Mr. Barry Fenton, SPEAKING A THIRD TIME**  
**2700 Block Byron Road:**

- Spoke on behalf of the Community Housing Association Committee;
- Spoke in support of the proposed development at Emery Place; and,
- Opined that the proposal will benefit both citizens and businesses in the District.

Council recessed at 9:27 pm and reconvened at 9:37 pm.

**5.116. Ms. Jenny McCulloch, SPEAKING A THIRD TIME**  
**100 Block East Queens Road:**

- Spoke to the issue of the housing crisis;
- Commented that assistance from all levels of governments is needed to address the housing crisis; and,
- Commented that too little rental housing is available on the North Shore.

**5.117. Mr. Hazen Colbert, SPEAKING A FOURTH TIME**  
**1100 Block East 27<sup>th</sup> Street:**

- Stated that rental housing is profitable; however, the profit for building condo units is higher.

**5.118. Mr. Bruce Crowe, SPEAKING A FOURTH TIME**  
**1600 Arbourlynn Drive:**

- Requested that the development be postponed until the issue of affordable housing can be addressed;
- Expressed concern with increased traffic; and,
- Expressed concern with the eviction of Emery Place tenants.

**5.119. Mr. Lyle Craver, SPEAKING A FOURTH TIME**  
**4700 Hoskins Road:**

- Expressed concern that the Construction Traffic Management Plan proposes to route trade vehicles onto Kirkstone Road noting the safety concerns of this residential neighbourhood.

**5.120. Ms. Dana Kovanda, SPEAKING A FOURTH TIME**  
**2200 Hazelynn Place:**

- Stated that more affordable rental units are needed on the North Shore;
- Expressed discontent to the displacement of children from their homes;
- Commented on the long commutes to work within the North Shore; and,



- Urged Council to consider the needs of the working poor who need a place to live.

**5.121. Ms. Linda Guenther,  
1200 Emery Place:**

**SPEAKING A FOURTH TIME**

- Expressed concern that the District's website was not updated with the reconvened Public Hearing dates; and,
- Commented that the vast majority of businesses in Lynn Valley Village are the average job.

**5.122. Mr. Peter Teevan,  
1900 Indian River Crescent:**

**SPEAKING A FOURTH TIME**

- Analyzed the non-market rent for the Emery Village proposal; and,
- Expressed concern that tenants improving their financial situation would not meet the eligibility requirements to continue living in the non-market units forcing them to relocate.

**5.123. Mr. Chris Barbati, President of Mosaic Homes:**

**IN FAVOUR**

- Noted that Mosaic has held meetings with tenants of Emery Place advising that a generous Tenant Compensation/Relocation package will be available to all residents who were tenants at the date of the rezoning application;
- Commented on the benefits of the community amenity contributions;
- Spoke to the issue of affordability on the North Shore;
- Commented that the proposed development will meet the vision of the Official Community Plan and the Lynn Valley Flexible Planning Framework;
- Opined that the proposal will provide vibrancy to the community;
- Commented that the diversity of housing provides options for residents wanting to live in Lynn Valley;
- Spoke to the financial impacts of delaying development; and,
- Commented that the building design and character is reflective of a mountain village.

**5.124. Mr. Mike Little,  
4000 Block Mt. Seymour Parkway:**

**SPEAKING A THIRD TIME**

- Commented that the proposed development does not provide affordable family-sized housing;
- Commented that the proposed development does not capture the west coast mountain village style;
- Noted that more housing options are needed for both young families and residents looking to downsize;
- Spoke in opposition to the proposed twelve-storey buildings; and,
- Urged Council to pause development and look at alternative ways to address affordable housing on the North Shore.

**5.125. Mr. Terry Wagner,  
1200 Block Emery Place:**

**SPEAKING A FIFTH TIME**

- Stated that the proposed development is not supported by the community at large;
- Spoke to the issue of affordability;

- Expressed concern that residents are forced to move out of their communities as they are not able to afford the new units; and,
- Urged Council to postpone the proposed project.

## 6. COUNCIL RESOLUTION

**MOVED by Councillor MACKAY-DUNN**

**SECONDED by Councillor MURI**

THAT the May 22, 2018 reconvened Public Hearing regarding Bylaw 8304 be adjourned.

**DEFEATED**

Opposed: Mayor WALTON and Councillors BASSAM, BOND and HICKS

**MOVED by Councillor BASSAM**

**SECONDED by Councillor BOND**

THAT the May 22, 2018 reconvened Public Hearing be closed;

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

**CARRIED**  
(10:27 pm)

**CERTIFIED CORRECT:**




\_\_\_\_\_  
Confidential Council Clerk

## AGENDA INFORMATION

☒ Regular Meeting  
☐ Other:

Date: March 19, 2018  
 Date: \_\_\_\_\_

  
 Dept.  
 Manager

  
 GM/  
 Director

  
 CAO

## The District of North Vancouver REPORT TO COUNCIL

March 6, 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**

March 6, 2018

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two 12 storey buildings, one eight storey building, one six storey rental building, one five storey building and townhouse units.

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.

**Existing site:**

The site is 20,482.1m<sup>2</sup> 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 with a "finger" of the park parcel located to the north.

**EXISTING POLICY**

**1. 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.



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

March 6, 2018

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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.



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



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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.
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.

## 2. 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.



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**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

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





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**Phases 1-4:**

The following sections describe each phase of the project.

**Phase one – Rental building**

Phase one includes a six storey rental building 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.



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.

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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:

	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
- 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).



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- 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.

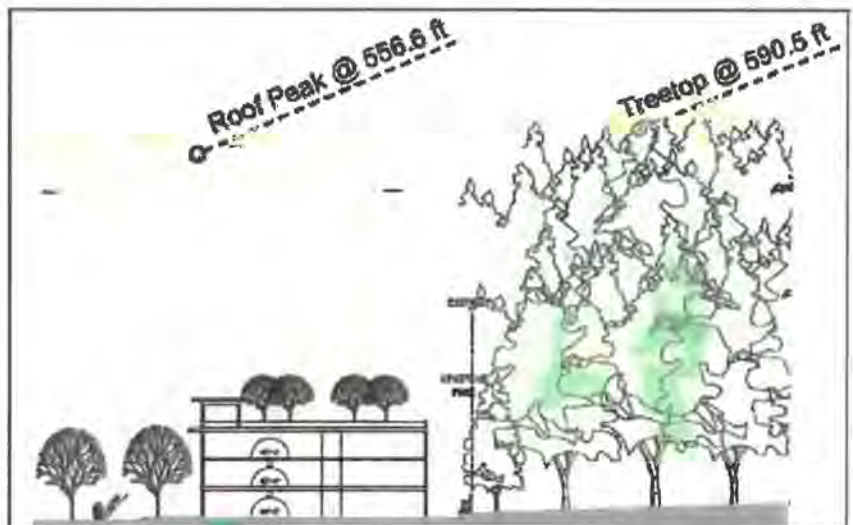
The height of the rental building steps from six stories down to three stories to address the transition between the rental building and the single family lots on Kirkstone Place. The sixth floor enables an increase in the number of non-market rental units. Planting will be required in the setback area 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.

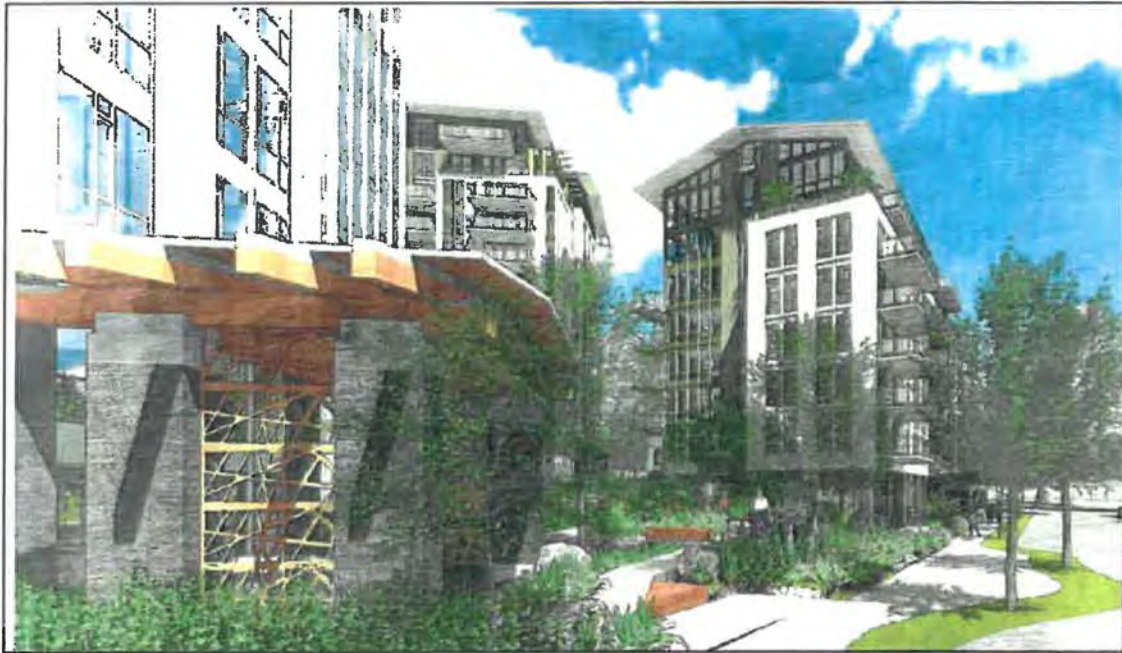


A "garden walk" is proposed in a courtyard space between the buildings in phase 2. This will connect the new Emery Place to the new cul-de-sac with a landscaped path including seating areas.

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



View of the "garden walk" from the neighbouring apartment

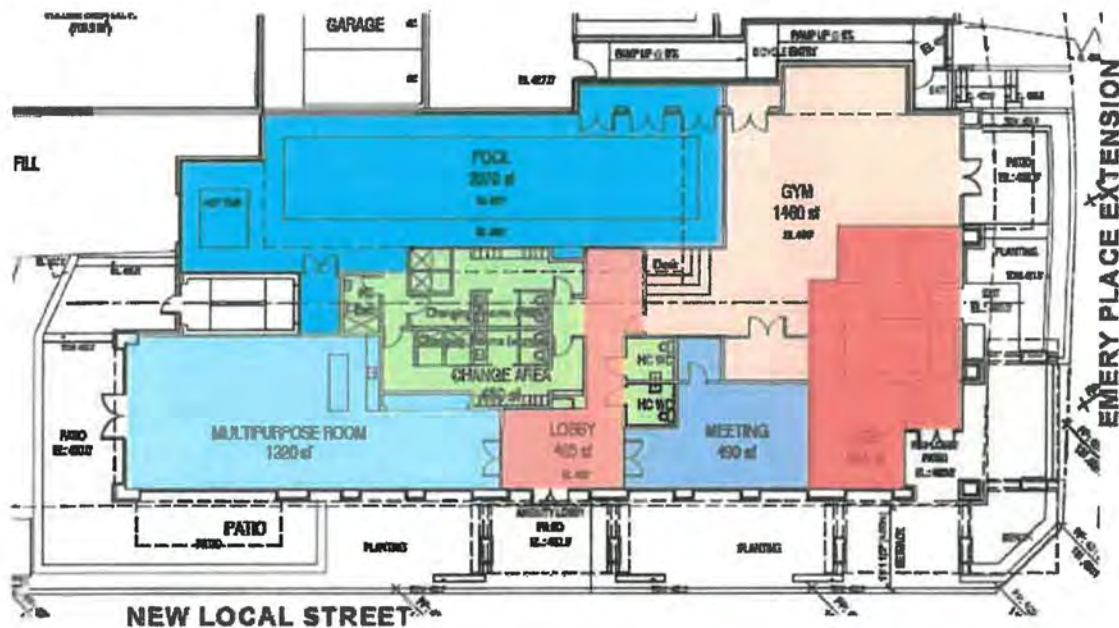


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A shared amenity space is proposed within the underground area of this phase and includes a 20m lap pool, hot tub, gym space, multipurpose rooms, and a meeting room. Residents of all strata units in all phases will be eligible to use this space (paid for with strata fees) and tenants in the rental units will have an option to have access by adding a fee to their rent.



**Phase 3**

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

The townhouses are three stories in height and are all three bedroom units. Each unit includes access from the underground parkade to a basement space as well as at-grade access to a front door.

Units are approximately 131.4m<sup>2</sup> (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.



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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.

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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 821.8m<sup>2</sup> (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 is on Monday, March 12, 2018 at 4:00 p.m.

In response to the AAP, staff and Council received input from some residents regarding loss of parkland for the proposed new road and the nature of the future access to Kirkstone Park. In response to this concern, Mosaic has identified 634.4<sup>2</sup> (6,828.8 sq ft) of land adjacent to Kirkstone Park that will be contributed to the park through the rezoning including a new pathway sliver of park. This new land (shown in green on the subdivision plan to the right) 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.

In addition, staff are continuing to work with Mosaic and interested neighbours on the design of the Emery Place extension to create a safe and inviting entrance to Kirkstone Park. The ultimate design of the improved pedestrian connections is ongoing and will include opportunities for community input to achieve a net improvement in pedestrian access to Kirkstone Park. This will include the particulars of the revised trail design.



Existing path 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.

### 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

The application includes the dedication of a new cul-de-sac and an extension of Emery Place to facilitate access to the site as well as the future road network for Lynn Valley Town Centre. The proposal also creates a new pathway connection to Kirkstone Park and improvements to the existing trail network. The new streets will include street tree plantings, streetlights, sidewalk, and street parking. As noted previously, the final design for the Emery Place extension is still under review to ensure that the entrance to Kirkstone Park is successful.

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.

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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.

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.

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

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- \$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.

**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.

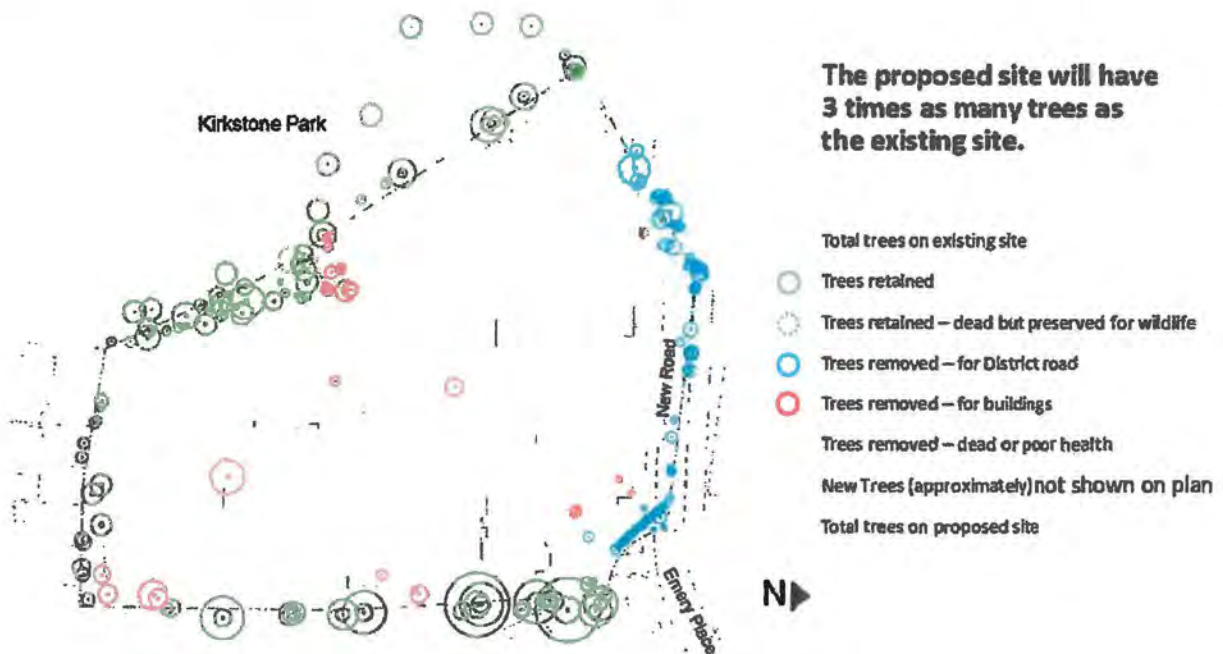


The proposal includes a tree retention plan that protects trees at the perimeter particularly on the south edge (adjacent to single family lots) and the west edge (adjacent to Kirkstone Park). The



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).



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”.



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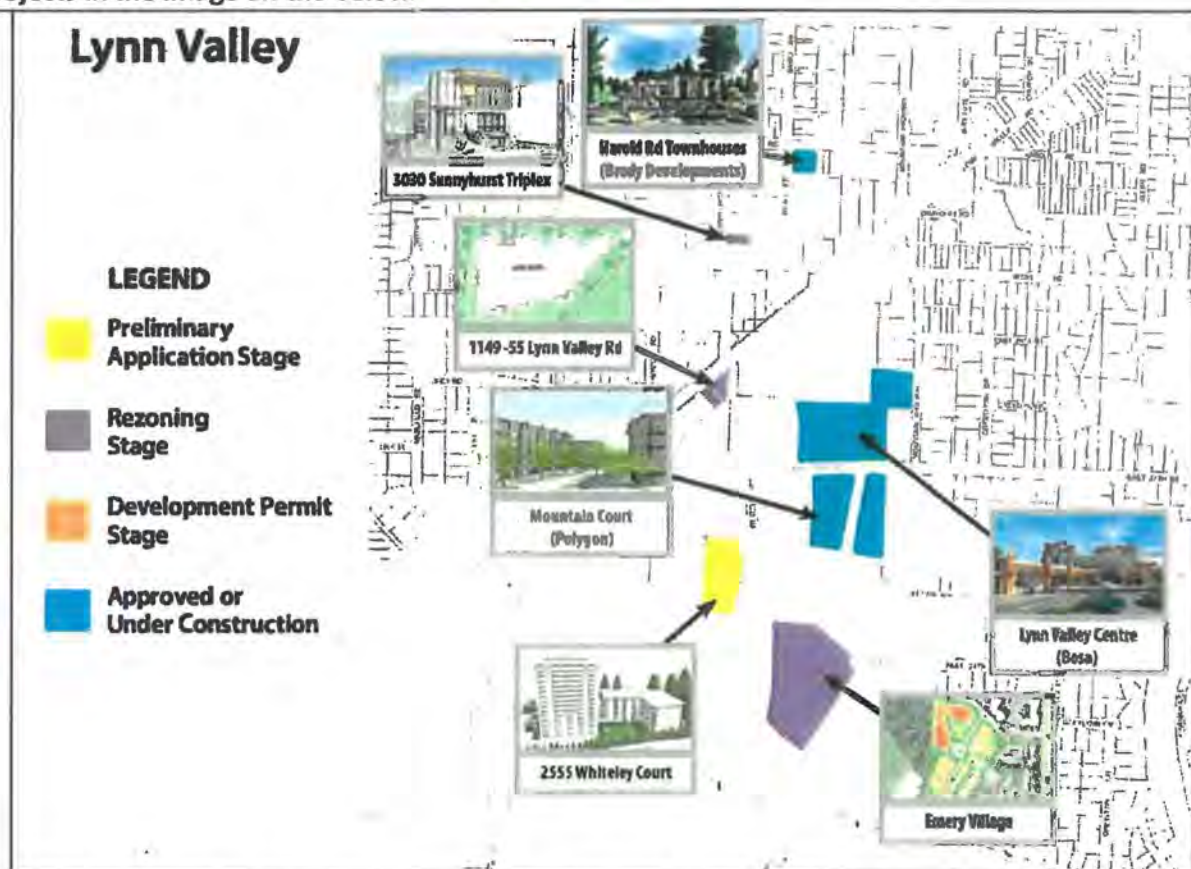
Should the rezoning proposal proceed, a more detailed review of landscape issues will be included in the development permit report.

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 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).



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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.

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

a) Public Information Meeting

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.

b) Alternative Approval Process – Kirkstone Park

Staff received a number of responses to the use of the Alternative Approval Process for Kirkstone Park. As noted previously:

- the proposal complies with the previous planning work for Lynn Valley;
- the applicant has proposed additional land for park dedication; and
- staff will continue to work with any interested neighbours on the design of the Emery Place extension.

3. 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:

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- 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.

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.

**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

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**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

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
		<b>External Agencies:</b>
		<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

**14**

ATTACHMENT A





**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

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

## URBAN DESIGN - STREETSCAPES

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





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

## URBAN DESIGN - STREETSCAPES

**20**



**8** looking west up the new trail to Kirkstone Park

## URBAN DESIGN - STREETSCAPES

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9 looking northwest into the courtyard

## URBAN DESIGN - STREETSCAPES

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**10** looking north towards the 5 storey apartment building

## URBAN DESIGN - STREETSCAPES

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3 SITE PLAN  
NOV 17  
NOV 17  
NOV 17

DESIGNED BY  
MOSAIC  
500-5500 Glenview Street  
Vancouver, B.C.  
V6H 3P9

PROJECT  
EMERY PLACE  
DISTRICT OF NORTH VANCOUVER

DATE  
JAN  
CHECKED BY  
RC  
DESIGNED BY  
OCCUPANCY  
DATE  
OCCUPANCY  
DATE

16113  
10.5









Sept 21 10 am



Sept 21 2 pm



June 21 10 am

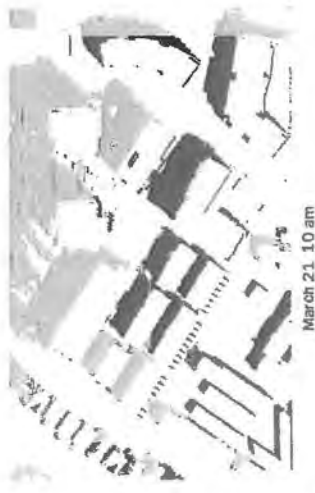


June 21 noon



June 21 2 pm

**SHADOW STUDY**



March 21 10 am



March 21 noon



March 21 2 pm

**THE UNIVERSITY OF CHICAGO**



Phase 1  
East Elevation  
Scale: 1/8" = 1'-0"

**Mosaic Homes**  
1000 170th Plummer Street  
Vancouver, BC  
V6N 2H3

Emery Place

1728 Jefferson Street  
 District of North Vancouver, BC

1000

### Figure 1 Elevations

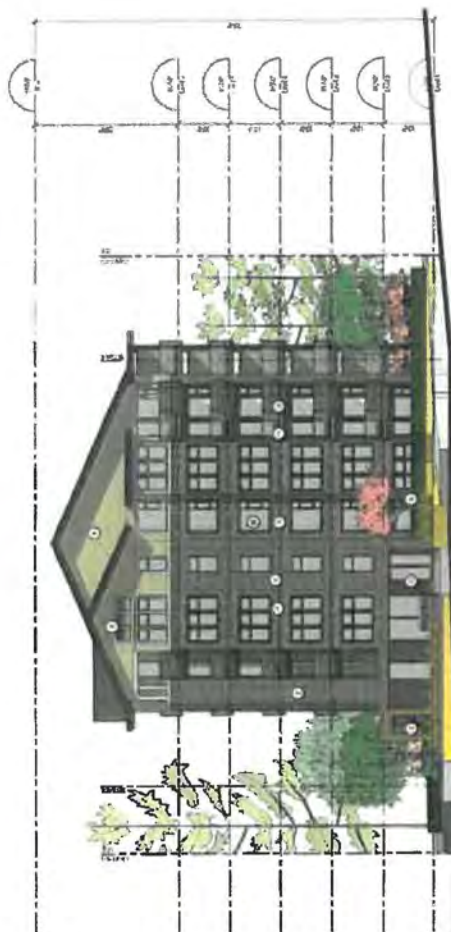
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**DP3.10**



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Phase 1  
North Elevation  
10/22/2014

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01/10/2010

**Mosaic Homes**  
1000 15th Avenue  
Boulder, CO 80502  
VER 2/10

**MOSAIC**

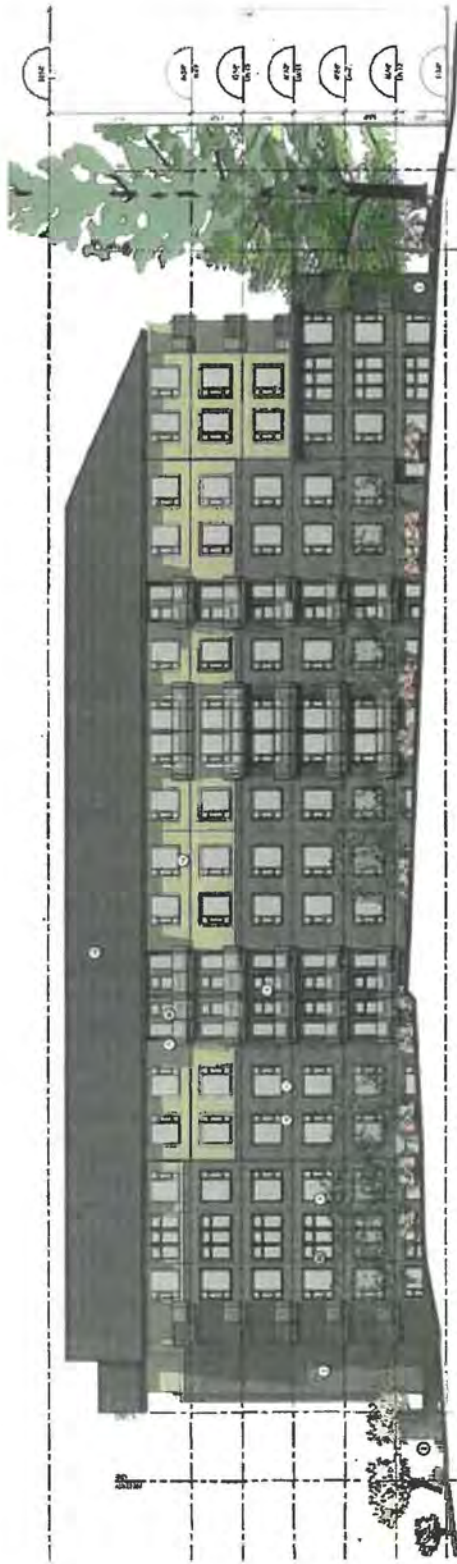
**Emery Place**

1000 15th Avenue  
Boulder, CO 80502

**Phase 1  
Elevations**

**Phase 1  
West Elevation**

1/10/2010



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**Phase 1  
East Elevation**

1/10/2010

**DP3.11**

**RAMSAY  
WILKINSON  
ARCHITECTS**  
201 Blount St., Suite 100  
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P: 704.333.1100  
F: 704.333.1101  
www.ramsaywilkinson.com

**Mosaic Homes**  
300-3000 N. Salisbury Blvd.  
Charlotte, NC 28205  
P: 704.333.1100

**Emery Place**

1225 Johnson Street  
Charlotte, NC 28202

**Phase 2 & 3  
Elevations**

DATE: 08/14/2018  
DRAWN BY: J. WILKINSON  
CHECKED BY: J. WILKINSON  
PROJECT: EMERY PLACE  
SHEET: 201

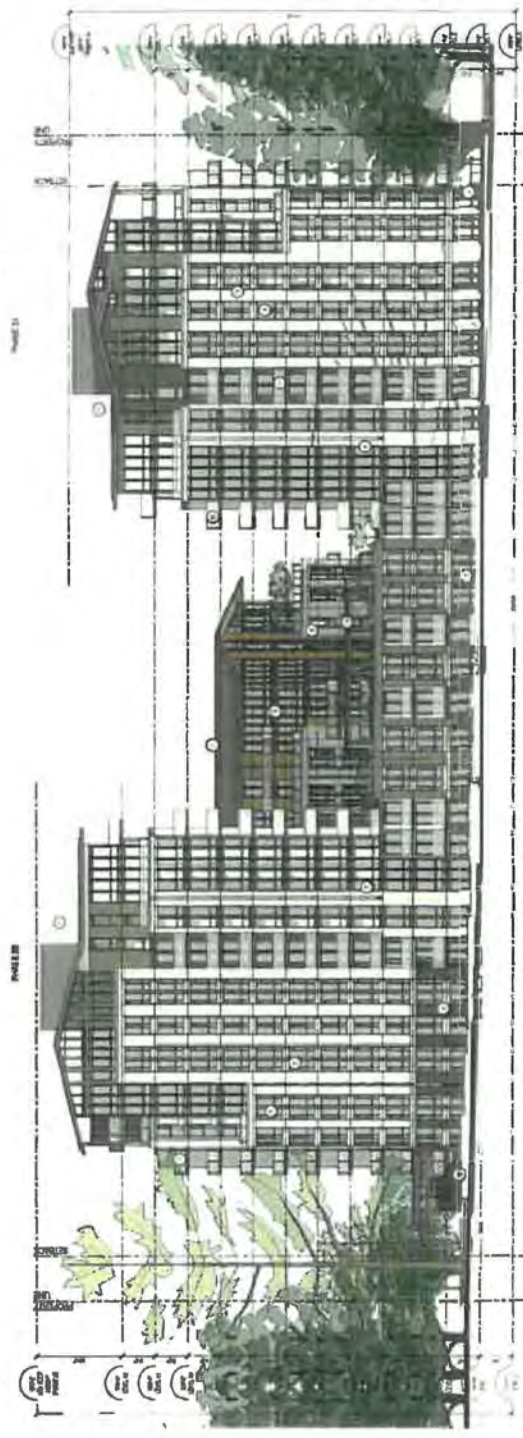
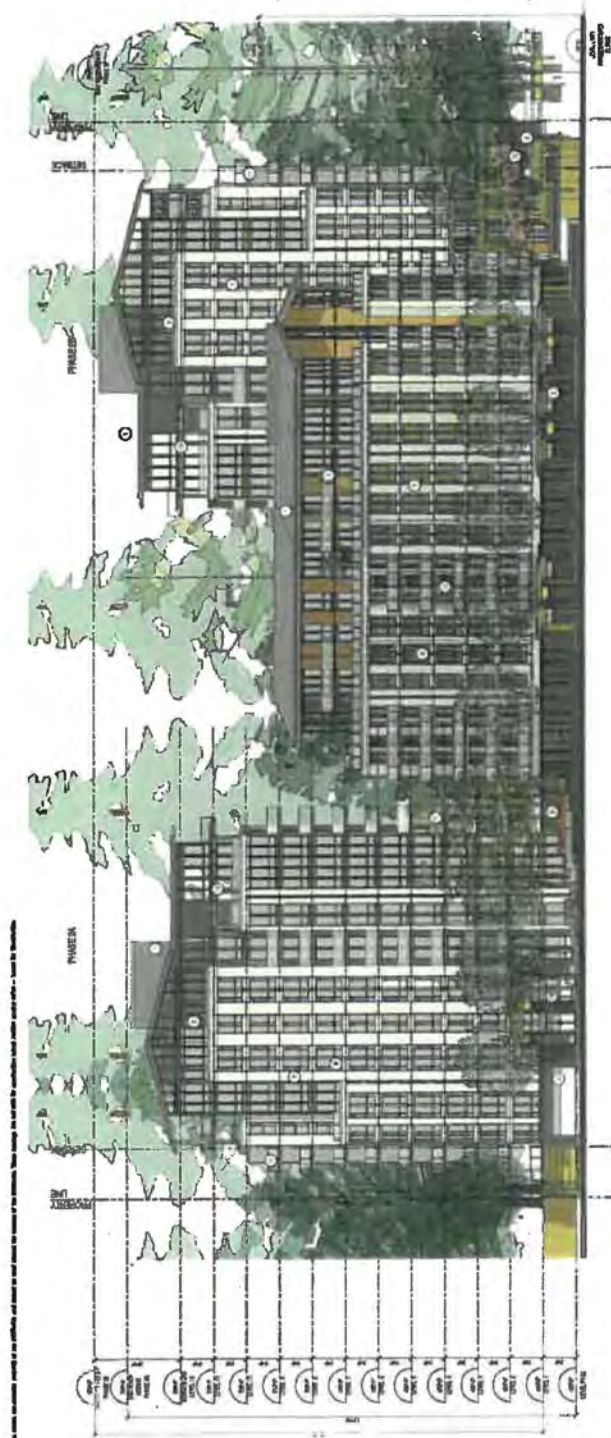
**Phase 2 & 3  
East Elevation**

DATE: 08/14/2018

**DP3.20**

**Phase 2 & 3  
West Elevation**

DATE: 08/14/2018



- NOTES:**
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  100. REFER TO SHEET 299 FOR GENERAL NOTES.





**Mosaic Homes**

100 Park Avenue, 7th Floor  
 New York, NY 10022  
 Tel: 212.200.1234

**MOSAIC**

**Energy Place**

100 Park Avenue, 7th Floor  
 New York, NY 10022

**Phase 2 Elevations**

Architect	Ransay Wooden
Project No.	100 Park Avenue
Scale	1/8" = 1'-0"
Date	10/1/2011
Drawn by	J. Smith
Checked by	M. Jones
Approved by	

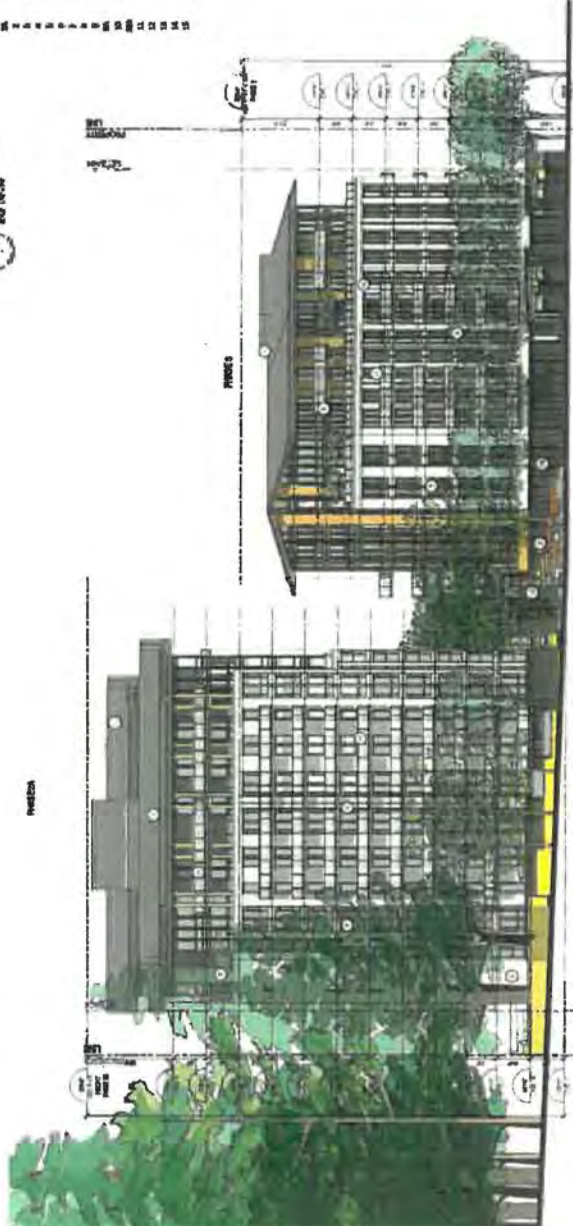
Project No.	100 Park Avenue
Scale	1/8" = 1'-0"
Date	10/1/2011
Drawn by	J. Smith
Checked by	M. Jones
Approved by	

**DP3.21**



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**Phase 2 North Elevation**



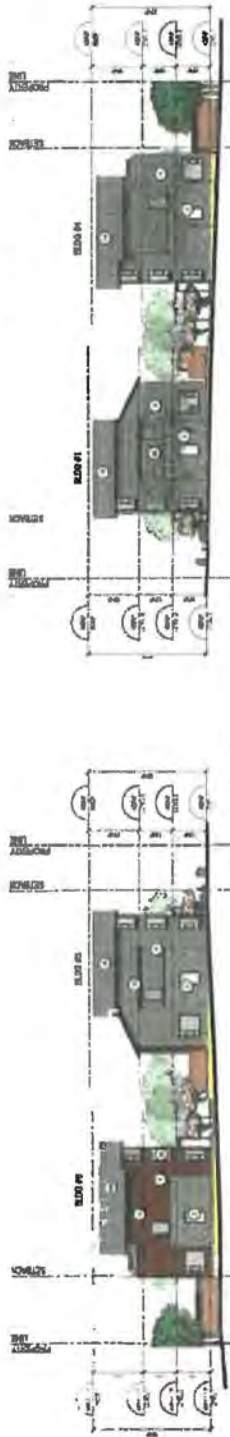
**Phase 2 South Elevation**



Phase 4 Building 4-3 East Elevation  
REV. 01/17



Phase 4 Building 1-3 West Elevation  
REV. 01/17



Phase 4 Building 3 & 4 North Elevation  
REV. 01/17

Phase 4 Building 1-4 South Elevation  
REV. 01/17

- PHASE 4 BUILDING 1-4 SOUTH ELEVATION**
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DP 3.40



DATE: 10/10/2018

**Mosaic Homes**  
1000 University Ave. Suite 100  
Vancouver, BC  
V6C 1A8  
**MOSAIC**

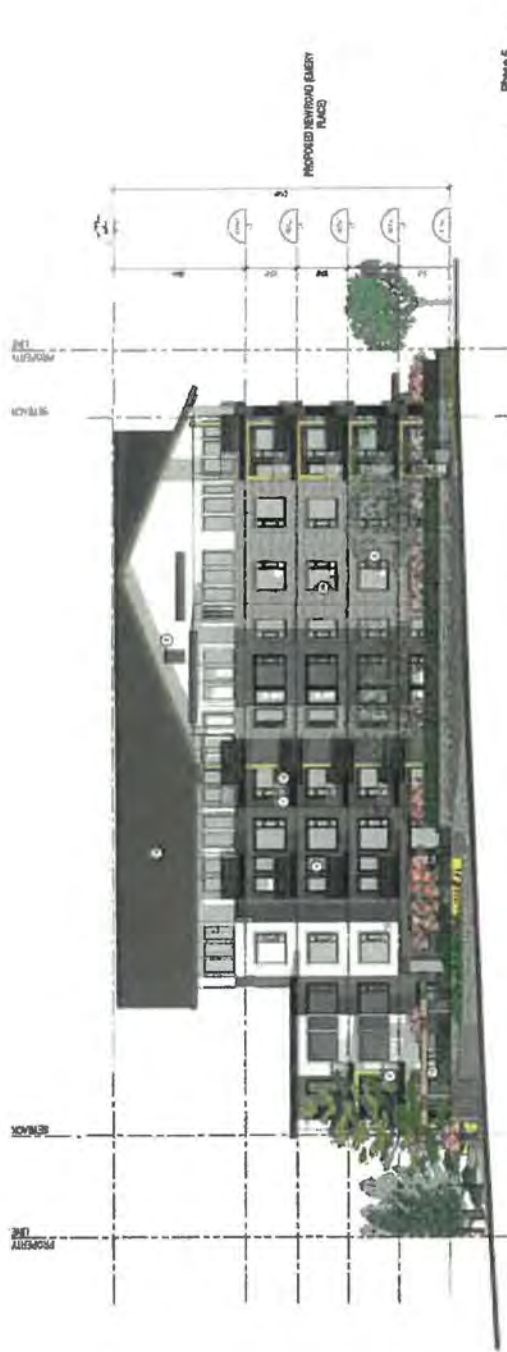
**Emery Place**  
1000 University Ave. Suite 100  
Vancouver, BC  
V6C 1A8  
**Phase 5**  
**Elevations**

Client: Mosaic Homes  
Project: 1000 University Ave. Suite 100  
Vancouver, BC  
V6C 1A8  
Architect: Ramsay Worden Architects  
Scale: 1/8" = 1'-0"

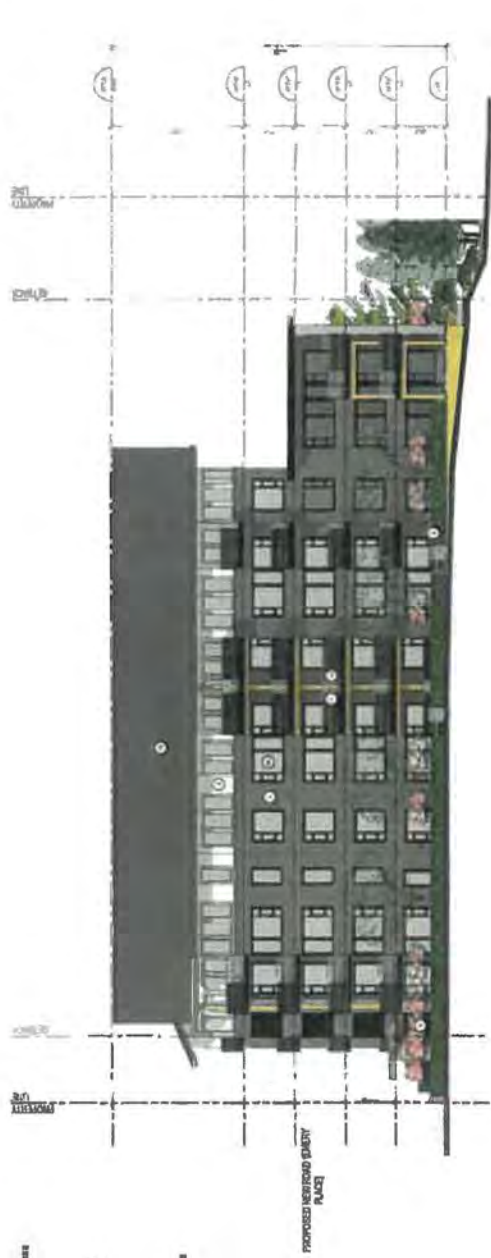
DATE: 10/10/2018

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**DP3.50**



**Phase 5**  
**North Elevation**



**Phase 5**  
**South Elevation**



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**Mosaic Homes**  
1000 Highway 101, Suite 100  
Winnipeg, MB R2H 1A9



**Emery Place**

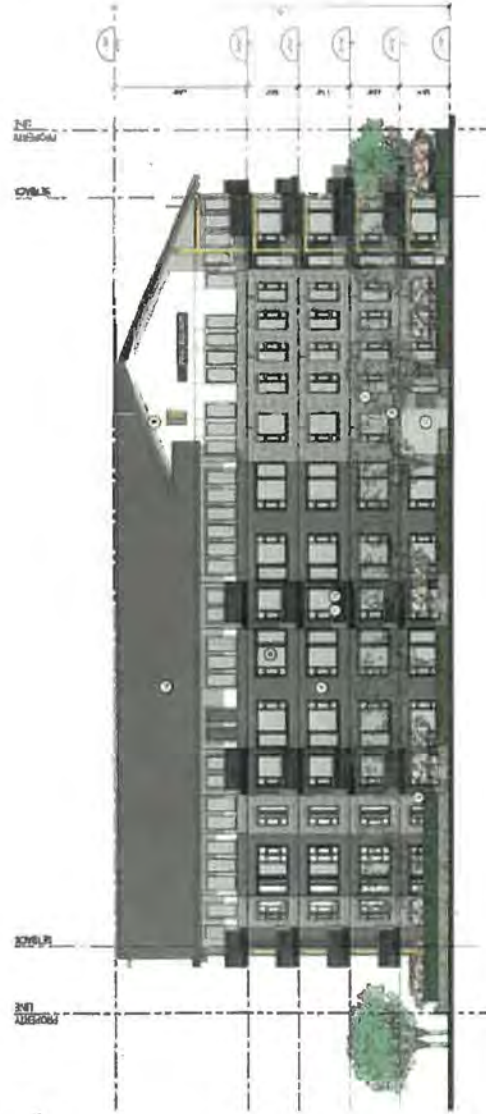
100 Emery Street  
Winnipeg, MB R2H 1A9

**Phase 5  
Elevations**

Project Name	Emery Place
Project No.	1000
Client	Mosaic Homes
Architect	Ramsay Worden
Scale	1/8" = 1'-0"
Sheet No.	DP3.51
Revision	1.0



**Phase 5  
East Elevation**



**Phase 5  
West Elevation**

**DP3.51**

- 1. EXISTING BUILDING
- 2. EXISTING ROOF
- 3. EXISTING WALLS
- 4. EXISTING WINDOWS
- 5. EXISTING DOORS
- 6. EXISTING PORCHES
- 7. EXISTING PATIOS
- 8. EXISTING DRIVEWAYS
- 9. EXISTING LANDSCAPE
- 10. EXISTING UTILITIES
- 11. EXISTING FENCE
- 12. EXISTING SIGNAGE
- 13. EXISTING LIGHTING
- 14. EXISTING PARKING
- 15. EXISTING TRAILS
- 16. EXISTING BIKEWAYS
- 17. EXISTING PEDESTAL PATHS
- 18. EXISTING BICYCLE LANE
- 19. EXISTING TRAILER PARKING
- 20. EXISTING STORAGE
- 21. EXISTING EQUIPMENT
- 22. EXISTING MATERIALS
- 23. EXISTING TOOLS
- 24. EXISTING SAFETY
- 25. EXISTING SECURITY
- 26. EXISTING MAINTENANCE
- 27. EXISTING INSPECTION
- 28. EXISTING RECORDS
- 29. EXISTING ASSESSMENT
- 30. EXISTING REPORT



**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 6,900m<sup>2</sup> (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 32,500m<sup>2</sup> (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. Public art and other beautification projects; and
    - iv. Affordable or special needs housing.

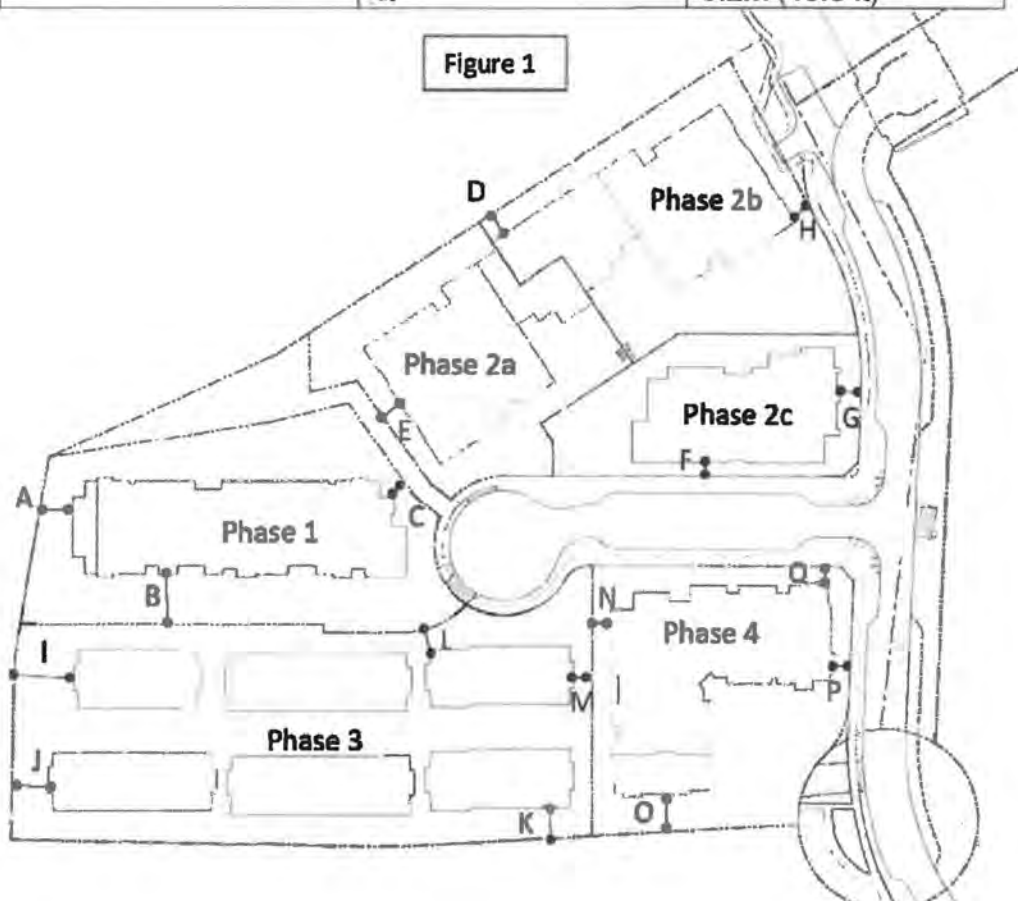
- c) Despite Section 4B115-5(b) the maximum gross floor area for residential uses shall be 38,545m<sup>2</sup> (414,909 sq ft) and the maximum number of dwelling units shall be increased to a total of 355 dwelling units if the following condition is met:
  - i. \$1,500,000 is contributed to the municipality 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 44,485m<sup>2</sup> (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 44,485m<sup>2</sup> (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 45m<sup>2</sup> (485 sq ft);
  - iv. At-grade amenity spaces up to a maximum of 74m<sup>2</sup> (800sq ft) on Lot 1 and 93m<sup>2</sup> (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":

<b>Table 1</b>		
	<b>Setback Identifier</b>	<b>Minimum setback</b>
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 4	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 5	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**

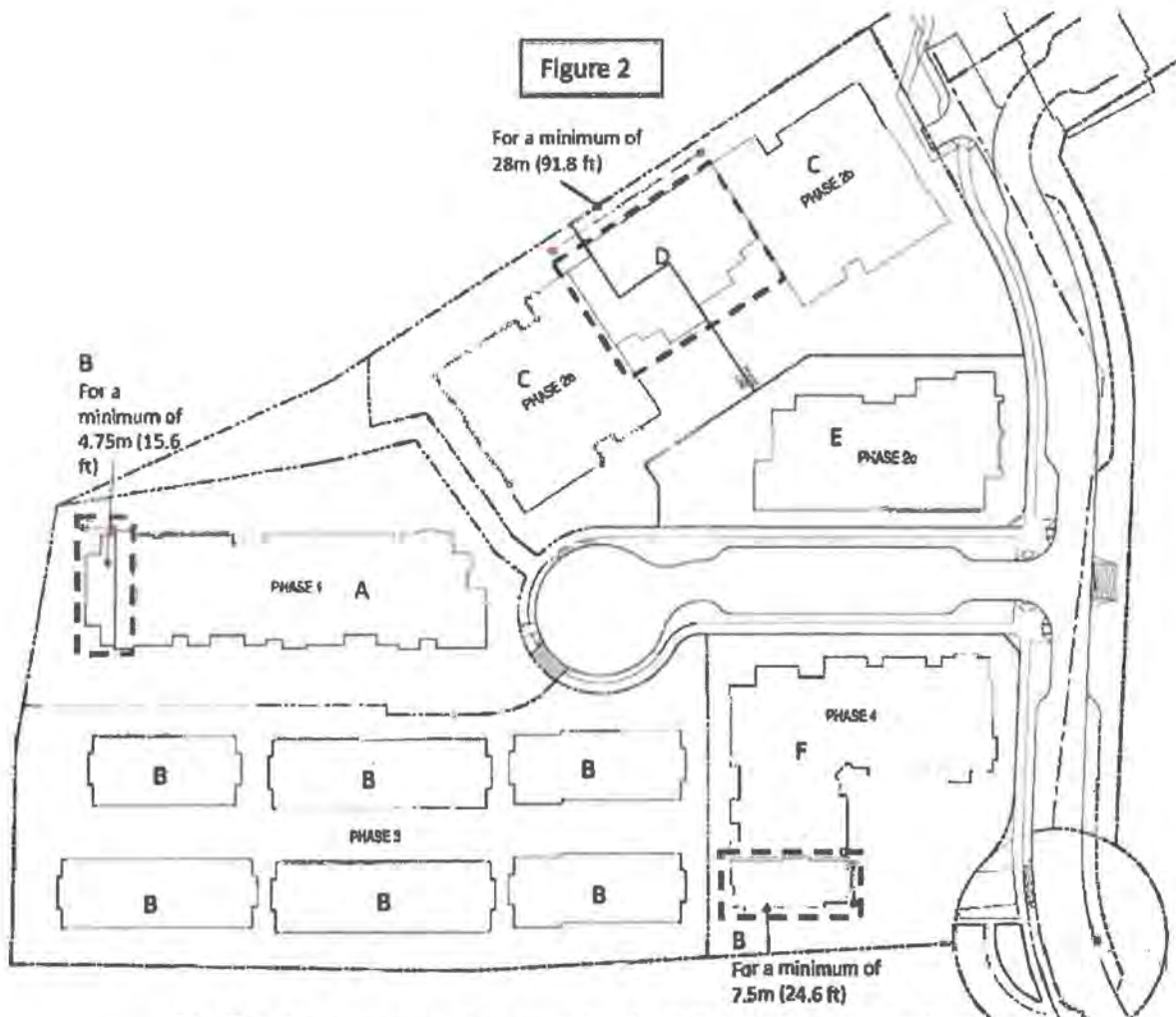




#### 4B115 – 8 Height

- 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":

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

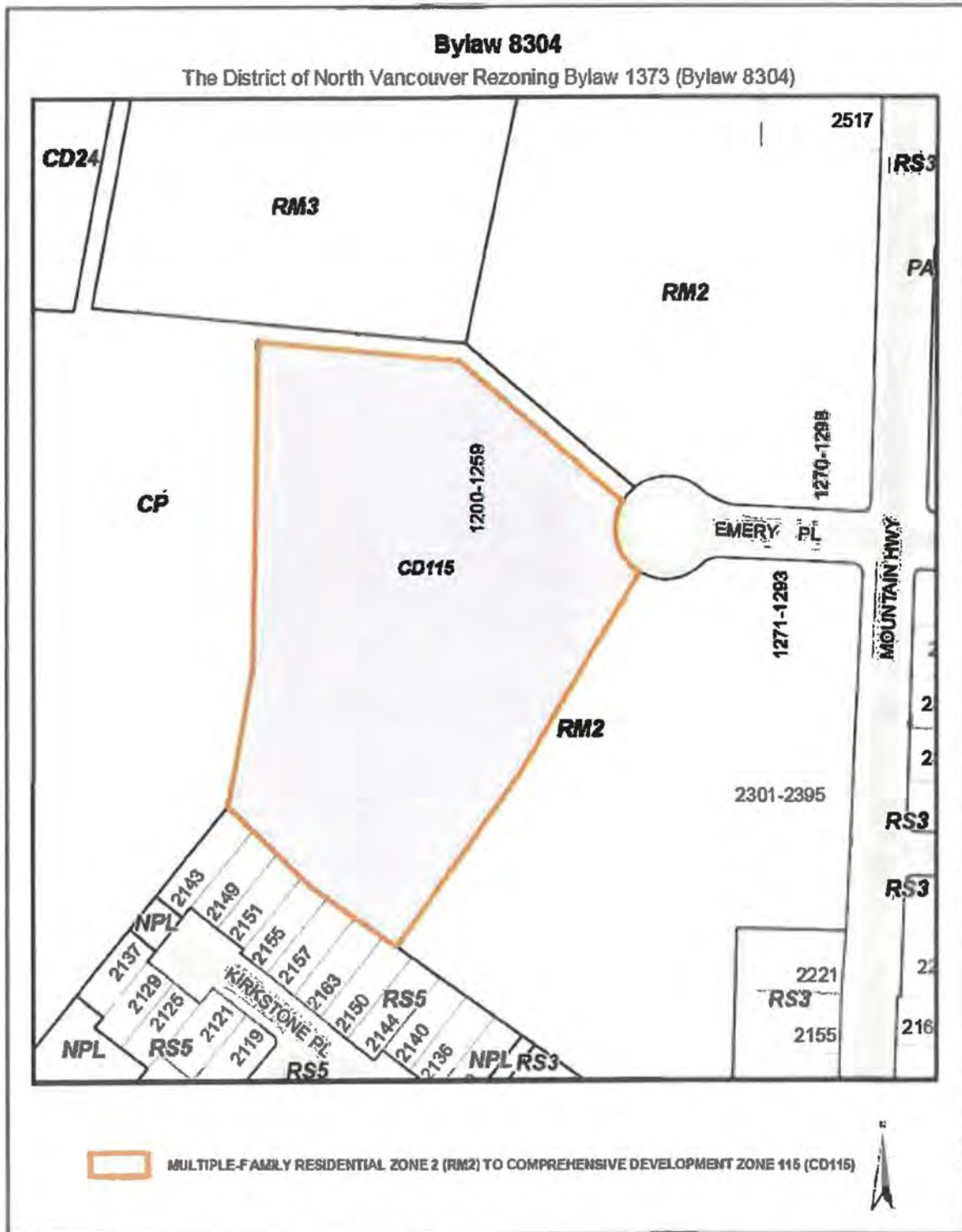
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Municipal Clerk

Certified a true copy

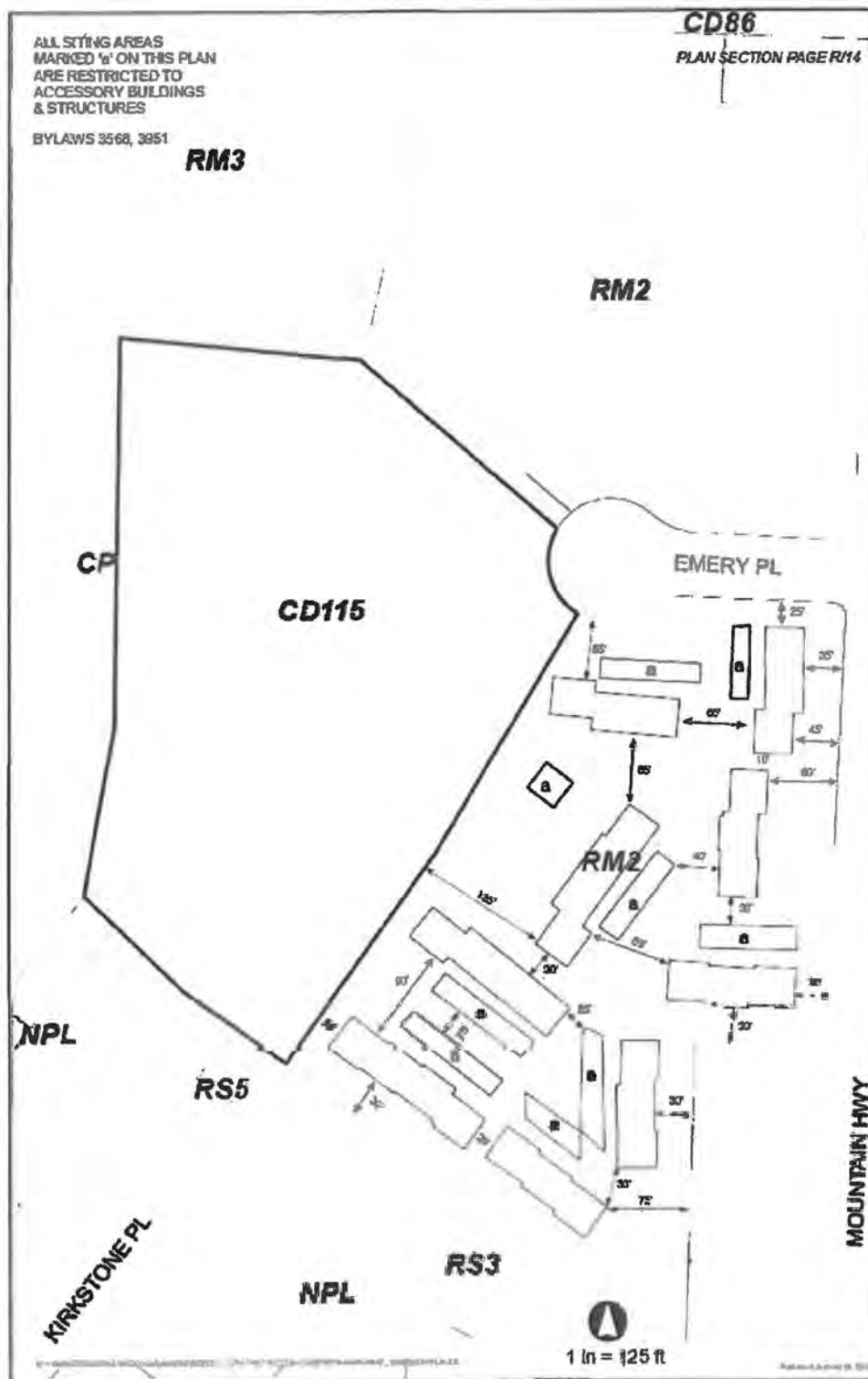
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Municipal Clerk



## 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

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Municipal Clerk

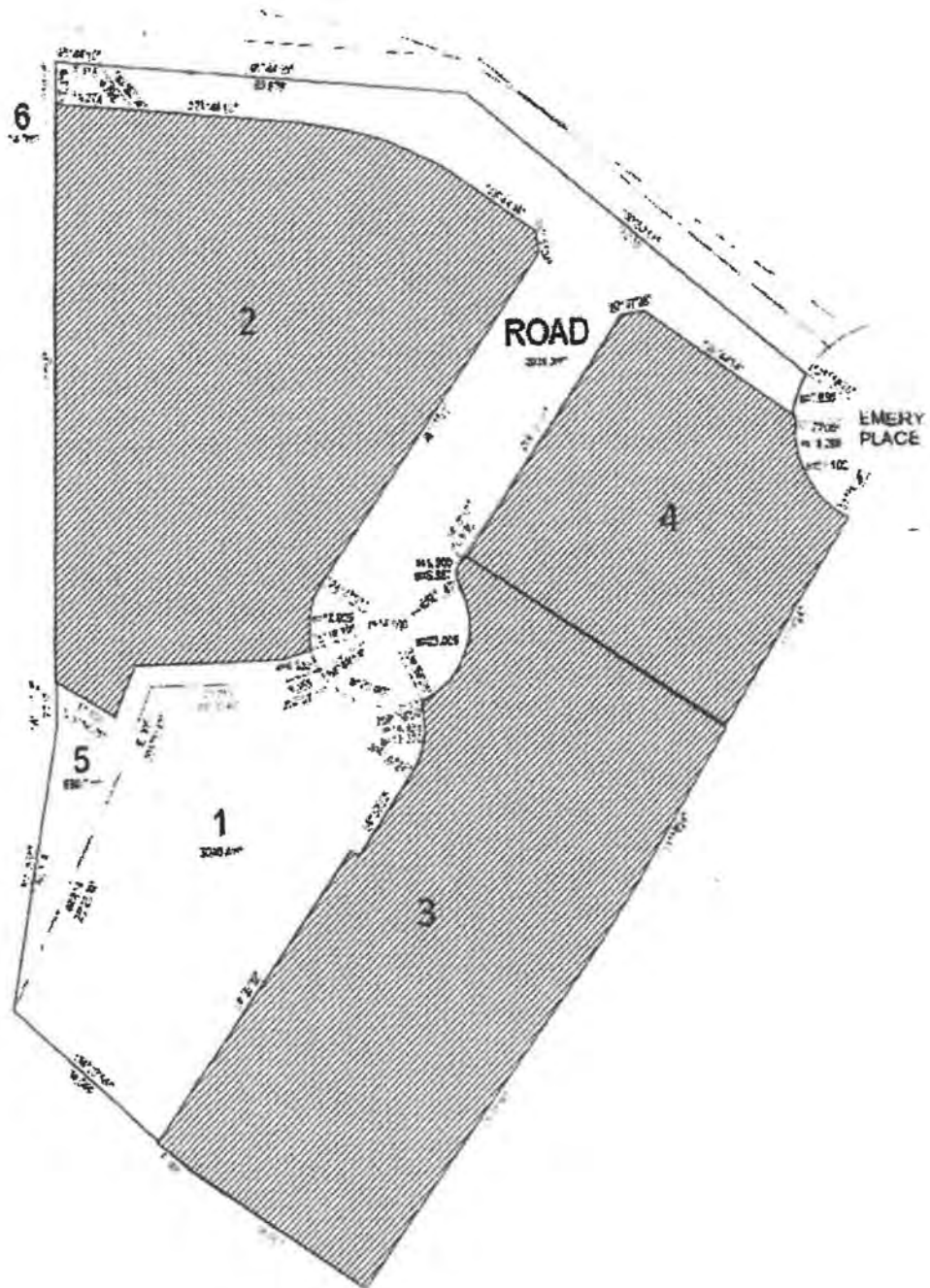
Certified a true copy

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**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

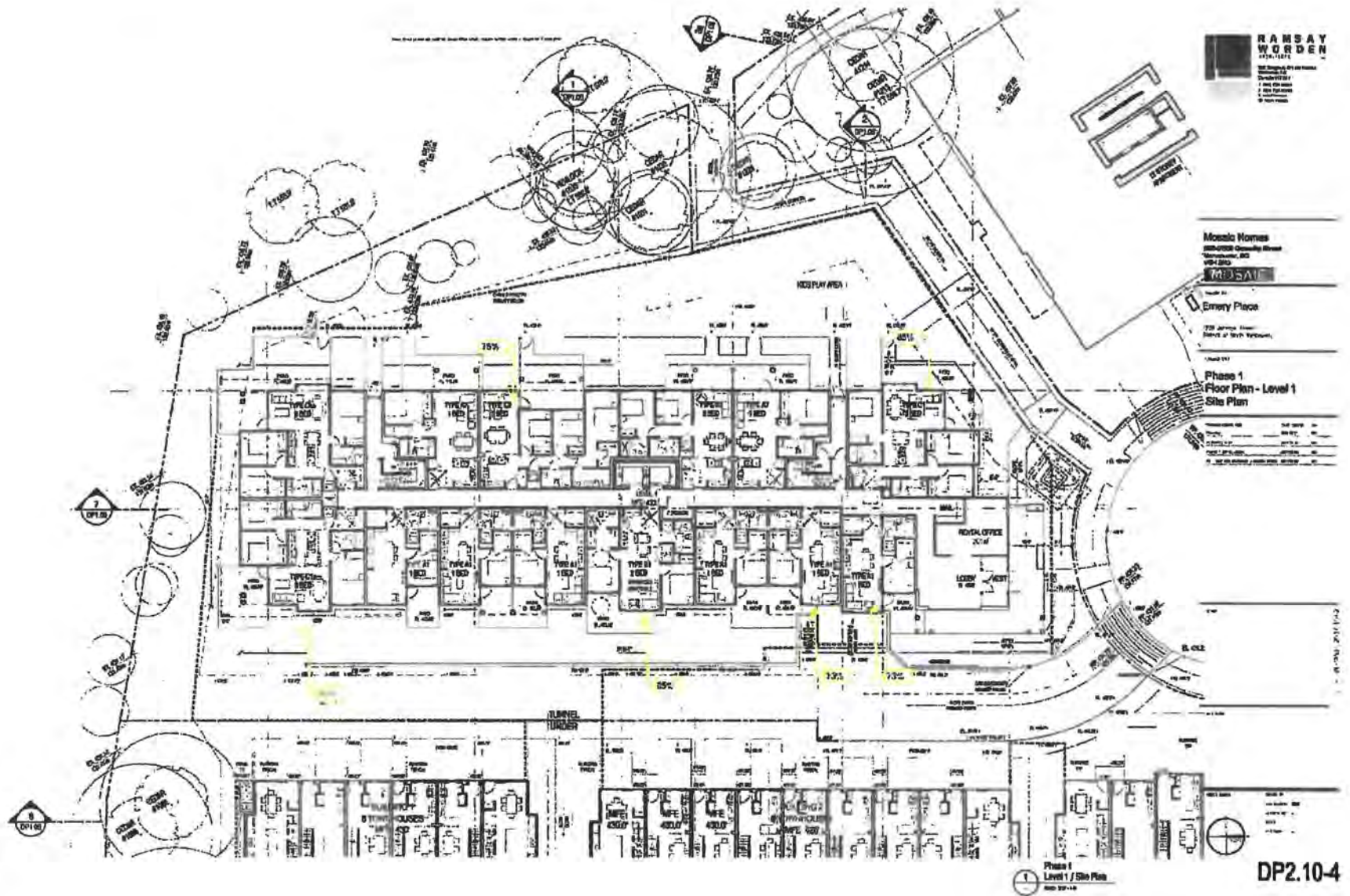


the Land is or they are consolidated (including by the removal of interior parcel boundaries) by any means.

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**





**Mosaic Homes**  
200-0000 Orange Grove  
Falmouth, ME  
Tel: 207.854.1111

**Entry Place**

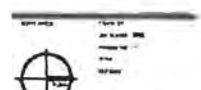
PHASE 1: 1000-1001  
1000-1001-1002-1003-1004

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

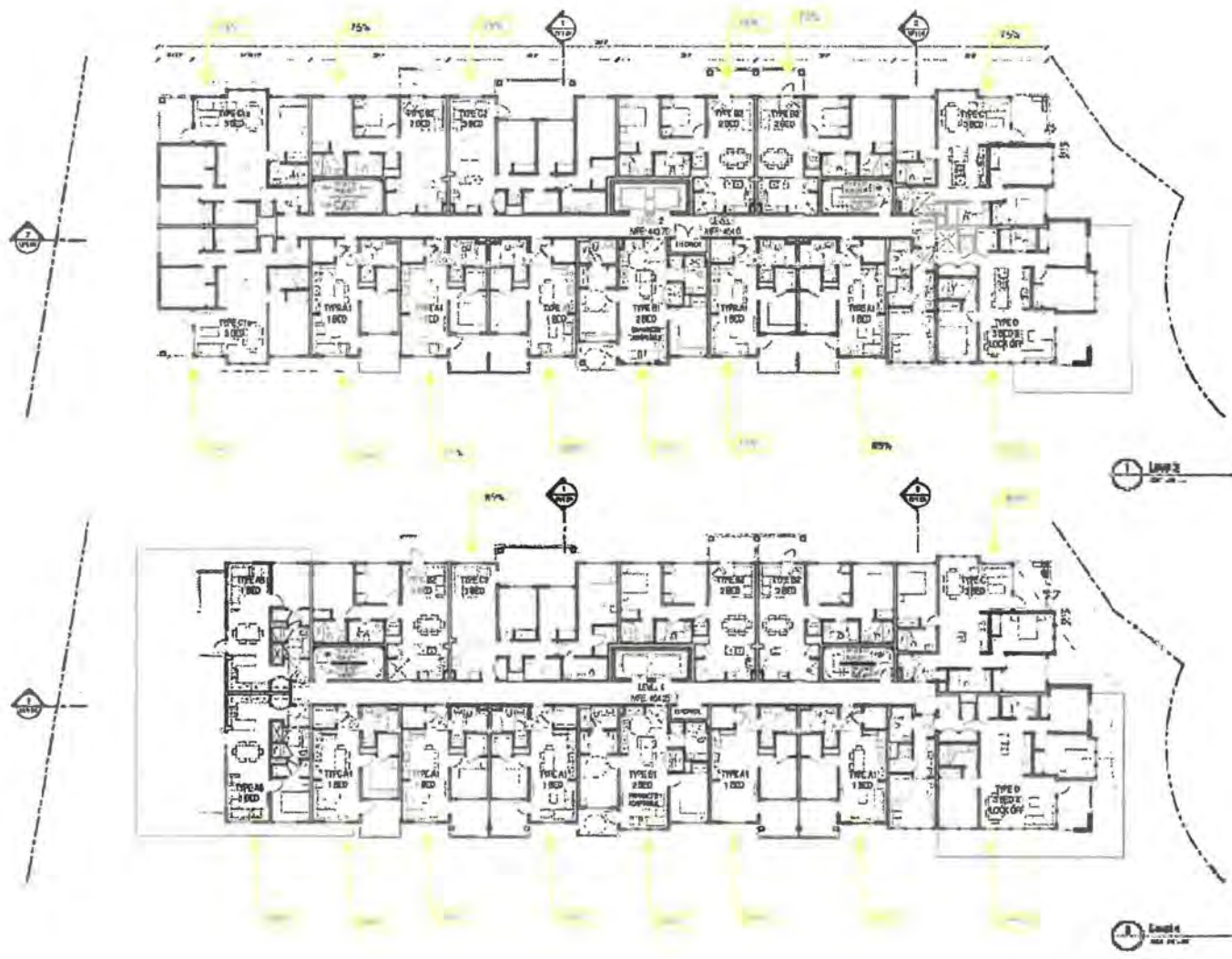
Overall Area (sq ft)	10,000
Overall Length (ft)	100
Overall Width (ft)	100
Overall Height (ft)	10
Overall Volume (cu ft)	100,000

1000-1001-1002-1003-1004

PHASE 1



**DP2.10-5**









**Mosala Homes**  
 2000-2005 (100% owned by Mosala Homes, LLC)  
 Mosala Homes, LLC  
 1000 1st St. N. Suite 100  
 Minneapolis, MN 55412

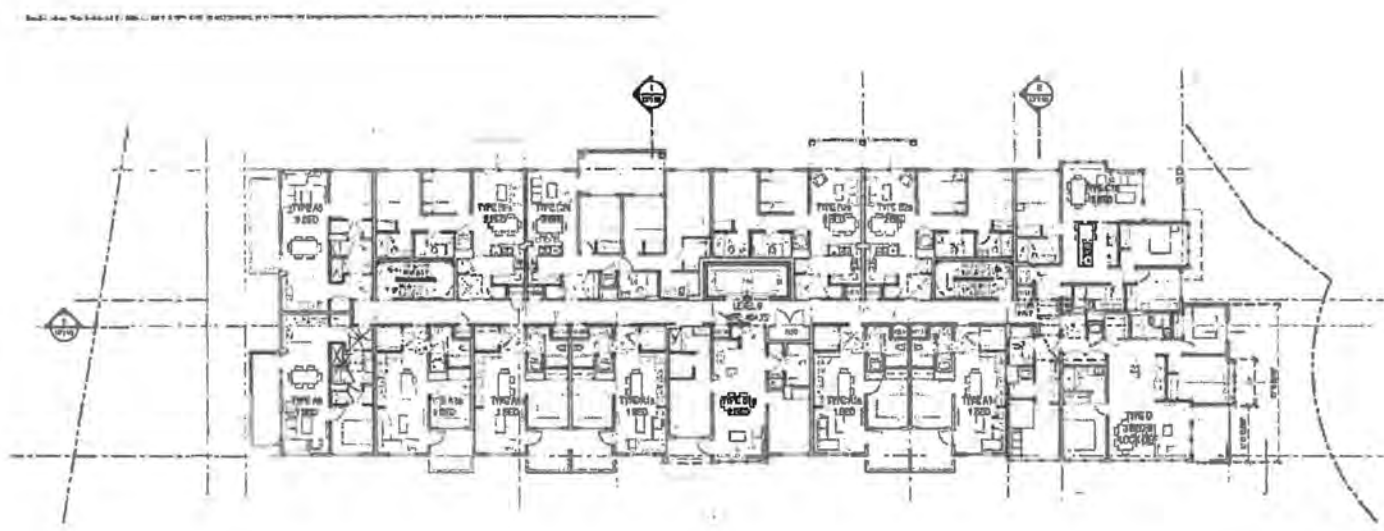
**Emery Place**

**Phase 1  
 Level 6 Plan  
 Roof Plan**

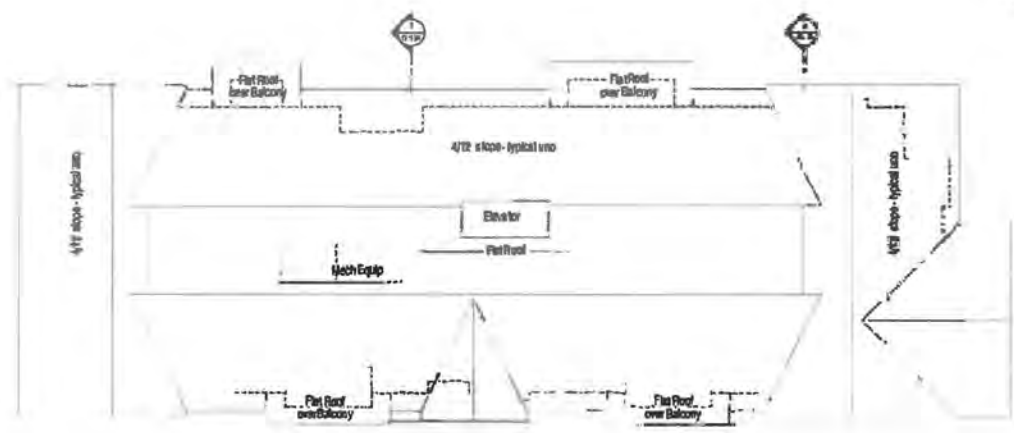
Scale: 1/8" = 1'-0"  
 1/8" = 1'-0"  
 1/8" = 1'-0"



**DP2.10-6**



**1 Level 6**



**2 Roof Plan**

**SCHEDULE "B"**  
**THE AFFORDABLE RENTAL UNITS – RENTAL RATES**

	<b>1 bed</b>	<b>2 bed</b>	<b>3 bed</b>	<b>4 bed</b>
<b>"Market"</b>	\$1,600	\$2,250	\$2,500	\$2,650
<b>85% (23 units)</b>	\$1,360	\$1,913	\$2,125	\$2,253
<b>75% (19 units)</b>	\$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 *[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\_\_.

}  
}  
}  
}  
} \_\_\_\_\_

\_\_\_\_\_  
A Commissioner for Taking Affidavits for British  
Columbia

) Signature of person making declaration  
)

**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 -  
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- 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.



- 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 -  
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- 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

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**Emery Village, 1200-1259 Emery Place, North Vancouver - Public Information Meeting -  
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- 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

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**Emery Village, 1200-1259 Emery Place, North Vancouver - Public Information Meeting -  
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- 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](http://www.emeryvillage.ca)) if there were any further questions or comments for Mosaic Homes, and Casey Peters ([petersc@dnv.org](mailto: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](http://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.

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***Emery Village, 1200-1259 Emery Place, North Vancouver - Public Information Meeting -  
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- 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.***

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# Windsor wins again as regular season kicks off



Windsor's Sean Werbowskifinds 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 Devlin 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, travelling 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](http://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 Albx Vanry during a North Shore senior girls AAA field hockey matchup Oct. 4 at Rutledge Field. West Van won 2-2 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."

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### 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

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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**

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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.

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**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

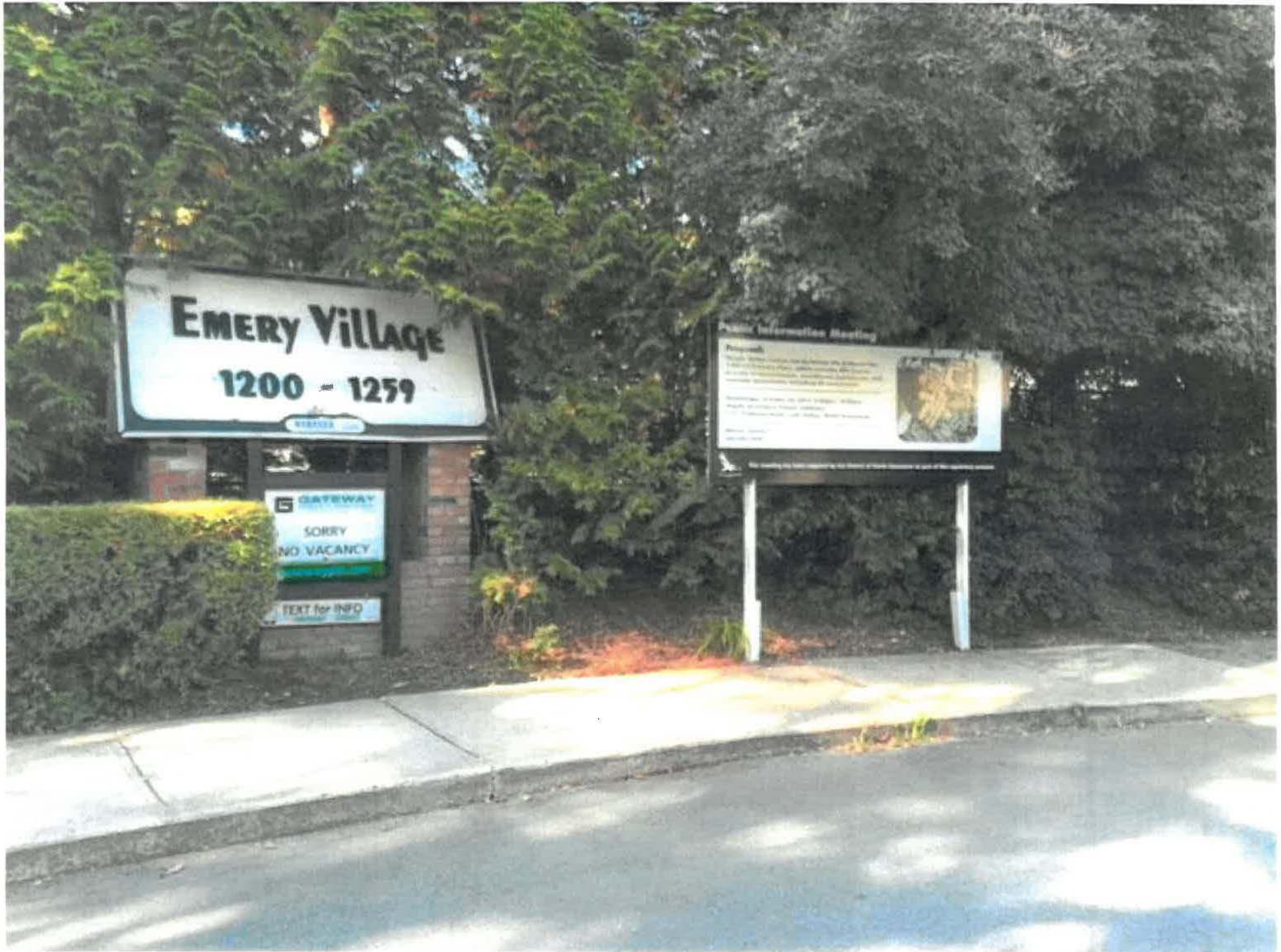












## Emery Relocation Strategy: Update

April 30, 2018

The following information was gathered over the last two-years by Andrea Camp, Mosaic SVP Sales and Caroline Polyakov, Mosaic's dedicated Emery Relocation Coordinator. In the spirit of delivering a personalized approach to resident relocation, both have met with each Emery household, in person, at least twice and has met with some households in excess of a dozen times.

The below information was gathered through many conversations, meetings and email correspondences and is subject to interpretation.

### Tenant Assessment:

As of today:

- 46 of the original 61 Emery households have yet to relocate
- The residents who have moved in since the property was acquired, have done so with full knowledge this is a short-term tenancy due to potential redevelopment in the near future (rents have been priced accordingly).
- 10/46 remaining households are singles or couples living in 2, 3 and 4 bedroom homes
- 13/46 remaining households are a couple with one or two adult children at home
- 23/46 remaining households have children (minors) at home. 12 of these households have their children enrolled in neighborhood schools and the other 11 households have children not attending neighborhood schools.

### Compensation:

Proposed Compensation Package:

Length of Tenancy	Free Rent	Moving Allowance	Residency Bonus
0 – 2 yrs	2 months	\$2,000	n/a
2 - 5 yrs	2 months	\$2,000	\$20 per month
5 – 10 yrs	3 months	\$2,000	\$25 per month
10 – 15 yrs	3 months	\$2,000	\$30 per month
15+ yrs	3 months	\$2,000	\$35 per month

- Potential compensation packages for the eligible Emery Residents range between \$7,142 to \$21,146, inclusive of the 3 months free rent
- Average compensation approximately \$11,800
- Tenants will be given first right of refusal to buy Mosaic new market housing (at the same time as the Mosaic employees/family)
- Tenants to be given first right of refusal to rent Mosaic's new market or affordable units (provided they meet necessary requirements)

### Relocation Assistance

- Since December 2017, we have provided Emery Residents with 147 listings for suitable North Vancouver rental alternatives
- At the request of some Residents, Mosaic has also provided 201 listings located within Resident specified municipalities off the North Shore
- Mosaic has now started to secure a select number of rental homes in the area, and are prepared to keep them unoccupied until an Emery Resident is prepared to move

- Mosaic is working directly with a number of Property Managers who are notifying us, before their units become available to the public

#### **Family Follow Up**


- Mosaic intends to continue to go 'above and beyond' for our relocated tenants
- We appreciate displacing families is a serious and difficult endeavor
- Mosaic plans to follow up with each family 3 – 6 month post follow up to ensure they are well settled and enjoying their new living environment

With the promise to keep open lines of communication with the residents, Mosaic has set another meeting on Thursday, May 3<sup>rd</sup> with Emery Residents to further discuss the Emery Relocation Assistance Program. It's paramount to Mosaic to ensure we are aware of all the Residents interest and needs as it relates to relocation.

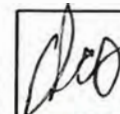
Importantly, Mosaic realizes the most critical form of assistance will not come in the form of monetary compensation, but rather the comprehensive 1-2-1 personalized approach. It continues to be our utmost priority to make sure Residents are relocated well and feel positive about their experience with Mosaic.



AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>June 18, 2018</u>
<input type="checkbox"/> Other:	Date: _____

  
Dept.  
Manager

  
GM/  
Director

  
CAO

## The District of North Vancouver REPORT TO COUNCIL

June 5, 2018

File: 08.3060.20/042.17

**AUTHOR:** Kevin Zhang, Development Planner

**SUBJECT:** Bylaws 8300 and 8301: Rezoning with Development Permit for 2049  
Heritage Park Lane – 39 Unit Multi Family Townhomes

### RECOMMENDATION

THAT the District of North Vancouver Rezoning Bylaw 1372 (Bylaw 8300) to rezone the subject sites from RS4 to CD123 be given FIRST reading and referred to a Public Hearing;

THAT Housing Agreement Bylaw 8301, 2017 (2049, 2051, 2053, 2055, 2059 Heritage Park Lane) which authorizes a Housing Agreement to prevent future rental restrictions on the subject property, be given FIRST reading;

AND THAT Bylaw 8300 be referred to a Public Hearing.

### REASON FOR REPORT

The applicant proposes to redevelop five single family lots as a 39-unit townhouse development comprising of three and four-storey buildings.

Implementation of the proposed project requires Council's consideration of:

- Bylaw 8300 to rezone the subject properties; and
- Bylaw 8301 to authorize a housing agreement to ensure all future owners are eligible to rent their units.

The Rezoning Bylaw, and Housing Agreement Bylaw are recommended for introduction and the Rezoning Bylaw is recommended for referral to a Public Hearing.



## **SUMMARY**

The development site consists of five single family lots (2049-2059 Heritage Park Lane) and an adjacent unopened lane. The properties are located at the northwest corner of the Maplewood Village Centre. Surrounding properties include the Maplewood Place townhouse development to the east and Maplewood Farm to the south and west.

The proposal is a 39-unit townhouse development comprising of three and four-storey buildings with a floor space ratio (FSR) of approximately 1.2.

The proposal is in keeping with the Official Community Plan and the Maplewood Plan.



## **EXISTING POLICY**

### **Official Community Plan and Maplewood Plan**

The Official Community Plan (OCP) designates the site as RES Level 4: Transition Multifamily (1.2 FSR) which envisions townhouses and apartments at a density of up to approximately 1.2 FSR. The proposal is in keeping with the Official Community Plan designation.

The units are well suited for families with 20 three bedroom units, 10 two bedroom units, and 9 four bedroom units. This addresses the OCP Village Centres policies of encouraging a diversity ground oriented attached housing and sensitive redevelopment in locations adjacent to existing multifamily. This also addresses the OCP policy of encouraging appropriate density within areas with a mix of uses and frequent transit service. The proposal is also consistent with the Maplewood Village Centre and Innovation District Implementation Plan & Design Guidelines (Maplewood Plan).

### **Development Permit Areas**

The site is currently in the following Development Permit Areas:

- Form and Character;
- Energy and Water Conservation and GHG Emission Reduction;
- Creek Hazard; and
- Streamside Protection.

A Development Permit for the above DPAs would be forwarded to Council for consideration if the rezoning proceeds.

## **Zoning**

The subject properties are currently zoned RS4 (Single Family Residential 6000 Zone). Rezoning is required to accommodate the project and Bylaw 8300 proposes to create a new Comprehensive Development Zone 123 (CD123) tailored specifically to this project. The proposed CD123 zone prescribes permitted uses and other zoning provisions such as maximum floor space, height, setbacks, and parking requirements.

## **ANALYSIS**

### **Site Plan and Project Description**

The project consists of 39 townhomes in four buildings, ranging from three to four storeys.

The units are a mix of two, three, and four bedroom layouts. The units range in size from 86 m<sup>2</sup> (925 ft<sup>2</sup>) to 146 m<sup>2</sup> (1,573 ft<sup>2</sup>).

<b>Unit Type</b>	<b>Count</b>
Two-Bed	10
Three-Bed	20
Four-Bed	9

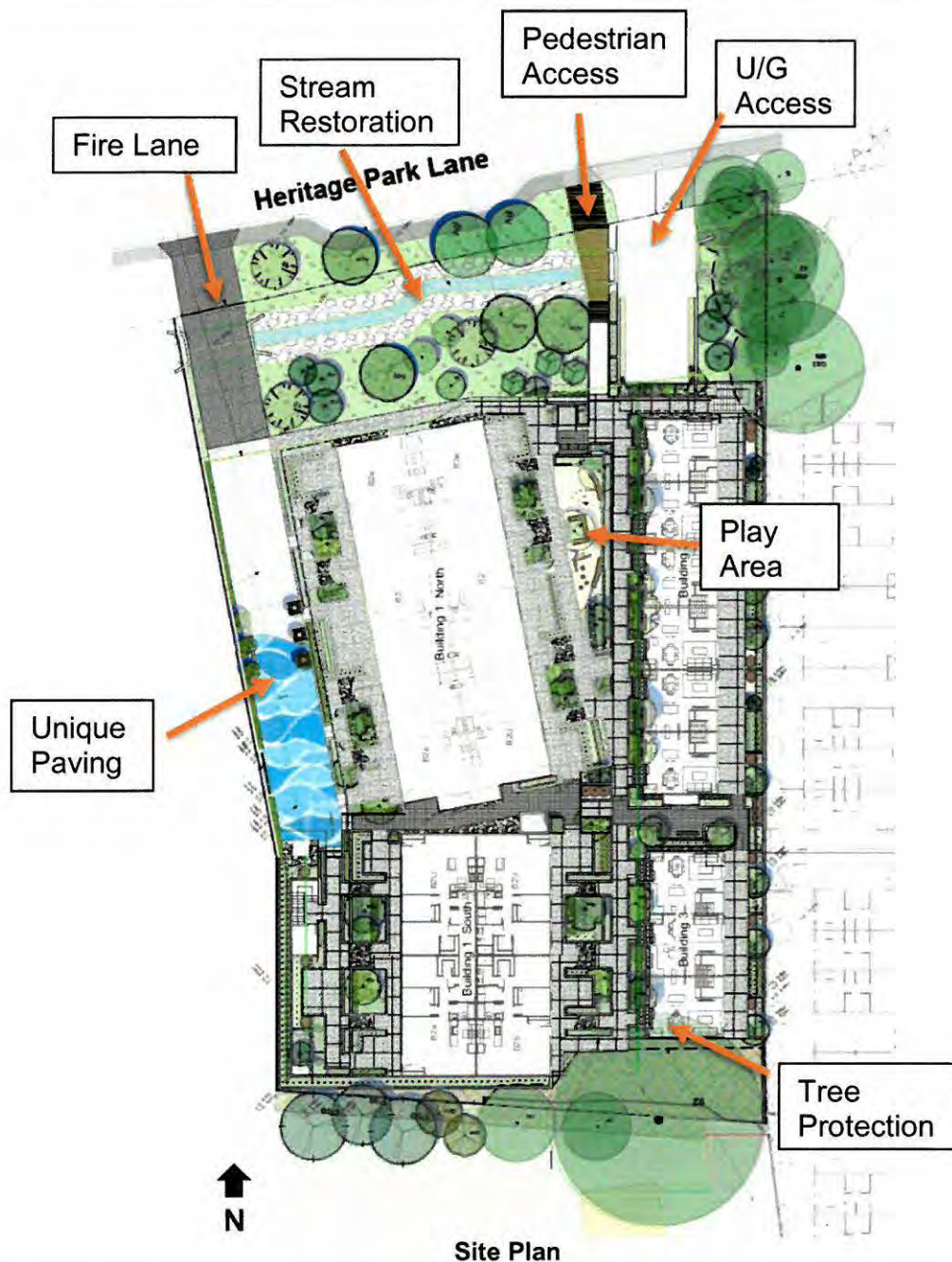
The overall layout of the project (see next page) is influenced by the stream setback to the north, neighbour separation to the east, tree protection zones to the south, and Maplewood Farm buffer to the west.

The buildable area on this site is reduced by the streamside setbacks to Maplewood Creek. As a result, the proposed density is partially accommodated 4-storey stacked townhouses.

The fire lane is situated on the western edge of the site to serve three purposes. First, it provides emergency access to all units within this development. Second, the fire lane also serves as an increased buffer to Maplewood Farm. Finally, the unique treatment of the paving integrates the fire lane as part of the overall landscape plan, adding to the elements of play and utility to the space.

The children's play area in the centre of the site is also more spacious than those of comparable townhouse developments due to the angled layout of the buildings. The separation between buildings on the north end is approximately 51 feet.





The proposal includes three significant environmental contributions.

- The first is the rehabilitation of the Maplewood Creek along the north frontage of the subject properties.
- The second is the relocation and rehabilitation of Maplewood Creek within Maplewood Farm.
- Finally, the project has been designed to a Flood Construction Level of 10m as recommended by the Maplewood Village Flood Risk Management Strategy.



All three components have been designed, and continually refined, in collaboration with the District's Environment, Engineering, Planning, and Parks departments.



**View of proposed development from Heritage Park Lane looking southwest**



**Aerial view of proposed development looking southeast**



### Advisory Design Panel

The application was considered by the Advisory Design Panel (ADP) on April 12, 2018 and the Panel recommended approval of the project subject to resolution of the Panel comments. The applicant has addressed the Panel's comments by refining the architectural elements at the ends of the building, increasing separation between buildings, and increasing the permeability of the central staircase.

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.

### Energy and Water Conservation and GHG Emission Reduction

This development will achieve Step 3 of the BC Energy Step Code. Further details outlining the project's compliance with the Energy and Water Conservation and Greenhouse Gas Emission Reduction DPA will be provided for Council's consideration at the Development Permit stage should the rezoning bylaw proceed.

### Creek Hazard

As the site is within the creek hazard DPA, a flood hazard report was completed and the proposed redevelopment meets the District's requirements for risk tolerance and is safe for the use intended. The project has been design to a Flood Construction Level of 10m as recommended by the Maplewood Village Flood Risk Management Strategy

### Streamside Protection

The site is within the streamside protection DPA and involves significant environment work. An Arborist Report, a Creek Relocation Plan, and a Creek Restoration Management Plan were submitted and reviewed by District staff.

The proposed restoration of the stream include removing concrete from the creek banks, removing impermeable surfaces from within the riparian setback, enhancing the quality and quantity of riparian vegetation, and replacing culverted watercourse crossings. The creek restoration design goals are to improve the spawning and rearing habitat for salmonids, mainly chum and coho, through addition of food sources, appropriate sized spawning bed gravels, and instream and refuge areas. The project will require approvals from the Ministry of Forests, Lands, Natural Resource Operations & Rural Development and Fisheries and Oceans Canada. The approval process with both agencies has already commenced.

The applicant undertook a similar restoration and enhancement project (see below) to the portion of Maplewood Creek on the site to the east with highly successful results, including the return of riparian wildlife.





**Photo of adjacent property with completed restoration and enhancement project**



**Photos of subject properties with existing invasive plant species, and concrete debris**

A detailed review of environment 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 8% of the apartment units (3) meet the 'Enhanced Accessible Design' criteria. The project includes three one-level units that all have completely barrier-free paths from their assigned accessible parking spots via an elevator.



### **Vehicle Parking**

All parking is proposed in a one-level underground garage. Access to the garage areas is proposed through a driveway ramp from Heritage Park Lane. The proposal includes 78 stalls (including visitor parking), which is consistent with the Zoning bylaw parking requirements.

### **Bicycle Parking and Storage**

Each unit will have access to secured bike parking and personal storage. The proposal includes space for 39 secured bicycle storage spaces (additional bike parking can be accommodated in the storage lockers) and 8 outdoor bicycle parking spots. Each unit will have access to personal storage for a total of 39 storage lockers.

### **Off-site improvements**

The application includes improved street frontages such as street tree plantings, undergrounding of services along their frontage and to corner of Heritage Park Lane and Seymour River Place, new sidewalks, curb, gutter, and paving. The applicant will also be responsible for upgrading the water main along their frontage to the corner of Heritage Park Lane and Seymour River Place.

Another major off-site improvement is the relocation of the stretch of Maplewood Creek in Maplewood Farm and new associated infrastructure. The design of this new alignment has been designed in collaboration with the District's Environment, Engineering, Planning, and Parks departments. Further design details will be finalized with Staff in order to minimize environmental impacts in the Maplewood Farm. The project will require approvals from the Ministry of Forests, Lands, Natural Resource Operations & Rural Development and Fisheries and Oceans Canada. The approval process with both agencies has already commenced.



**Diagram showing current and new  
Maplewood Creek alignment**

Further details will be provided for Council's consideration at the Development Permit stage should the rezoning bylaw proceed.

Some of the benefits to District from this creek relocation are as follows:

- New creek location is in line with the Maplewood Village Flood Risk Management Strategy.
- A section of currently degraded channel will be rebuilt, making it more amenable to salmon habitat.
- New alignment creates new permanent riparian setbacks on both sides of the Maplewood Creek channel, removing a section of setback that would be impacted by private lands.
- New alignment reduces overall cost of the implementation of the Maplewood Village Flood Risk Management Strategy by integrating flood protection into the private building.
- Current design allows for a new salmon rearing pond south of Mt. Seymour Parkway.
- New creek creates the potential for a new ecology based educational program, focussing on salmon, for Maplewood Farm to develop.
- New alignment potentially removes the requirement for the vertical steel gate currently installed at the edge of the Farm.
- New alignment accommodates further restoration work involving the duck pond at Maplewood Farm.

The benefits to the proposed development are as follows:

- Improved utilization of the development site; and
- Improved flood and erosion protection for the proposed buildings and development site.

The total offsite infrastructure costs and creek relocation and rehabilitation are estimated to be approximately \$650,000, subject to detailed design. The project will also pay Development Cost Charges at the applicable rate at the date of Building Permit issuance should the rezoning be successful.

### **Community Amenity Contribution**

As the subject properties require rezoning, a community amenity contribution (CAC) has been calculated in accordance with District CAC policy at the date of application. The CD123 zone specifies a CAC in the amount of \$697,041 in order to achieve the maximum floor space. The CAC may be applied to District projects including park, trail, environmental, public art, public realm improvements, District facility improvements and/or affordable housing. The CAC is in addition to the offsite works required by bylaw.



## Landscaping

A conceptual landscape plan has been submitted with the rezoning application. The site is unique in that the Maplewood Creek runs the entire length of the frontage along Heritage Park Lane. As a result, the fire lane, pedestrian access and parkade entrance are all bridges. The restored Maplewood creek will be planted according to the District guidelines. The play area is located in the widest part of the inner courtyard to maximize space and sun exposure.

The setbacks of the building and parkade have been designed to preserve large offsite trees to the south of the site.



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

## Rental and Affordable Housing Strategy:

In response to the District's Rental and Affordable Housing Strategy, the applicant has noted that the development will expand the supply and diversity of housing within the Maplewood Village Centre. As stated within the strategy: "Increased supply of housing in centres will add diverse multi-family housing choices for District residents, and encourage competitive pricing for homes." The homes proposed in the subject development will be suitable for families and provide a relatively more affordable alternative relative to detached single-family homes.



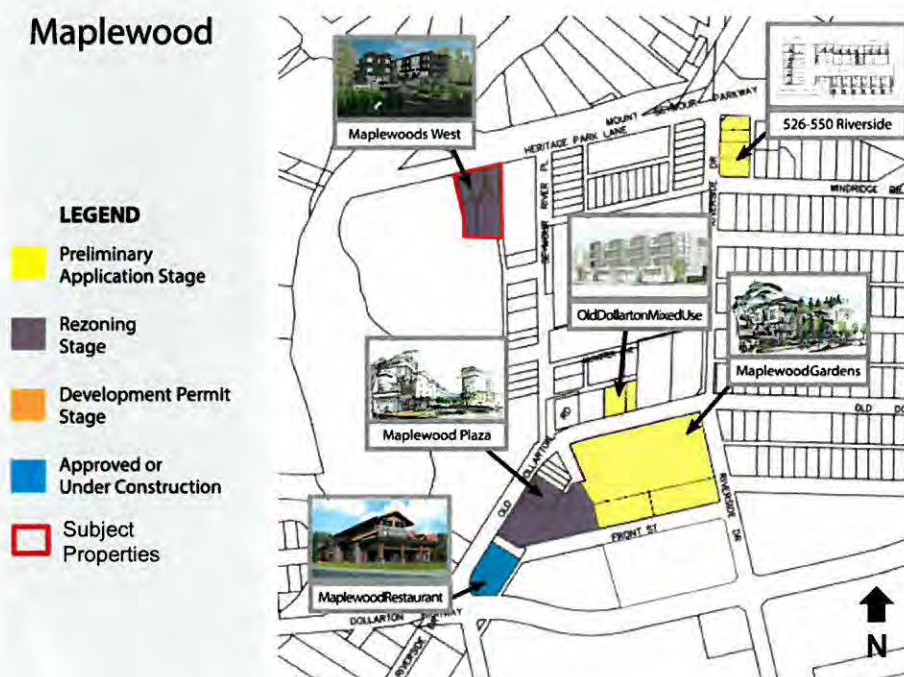
### Concurrence:

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

### Construction Traffic Management Plan

The site is shown in relation to other residential construction projects and potential development projects in the map below. The site is the only active application on Heritage Park Lane and on this northern portion of Seymour River Place.

#### Maplewood



In order to reduce development's impact on pedestrian and vehicular movements, the applicant is required to provide a Construction Traffic Management Plan (CTMP) as a condition of a Development Permit and secured with a Restrictive Covenant.

The Plan must outline how the applicant will coordinate with other projects in the area to minimize construction impacts on pedestrian and vehicle movement along Heritage Park Lane and Seymour River Place. The plan is required to be approved by the District prior to issuance of a building permit.

In particular, the Construction Traffic Management Plan must:

1. 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 sharing construction schedule 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 11, 2017.

Notices were distributed to 114 residents within approximately a 100 metre radius of the site. A sign was placed on the property to notify passersby of the meeting, and advertisements were placed in two editions of the North Shore News. A webpage was established for this project on the District's website.

The meeting was attended by approximately 23 residents. Some community members expressed support while other expressed concerns including traffic, parking, environmental impacts, affordability, and amenities. The facilitator's report is attached.

The creek relocation strategy has also been presented to the North Shore Streamkeepers.

### **Implementation**

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

Bylaw 8300 (Attachment 2) rezones the subject site from RS4 to a new Comprehensive Development Zone 123 (CD123) which:

- establishes the permitted residential uses;
- establishes the maximum permitted floor area on the site;
- establishes setback and building height regulations;
- establishes parking regulations specific to this project; and
- secures the CAC contribution.

Bylaw 8301, (Attachment 3) authorizes the District to enter into a Housing Agreement to ensure that there will be no future restrictions on renting the units.

A legal framework will be required to support the project and it is anticipated that a development covenant will be used to secure items such as the CTMP and the details of off-site servicing. Additional legal documents required for the project will include:

- consolidation plan;
- statutory right of way to secure fire lane;
- construction traffic management plan;
- development covenant to reference the general form and layout of project as well as requirements for off-site servicing and on-site public features;
- stormwater management covenant;
- streamside protection covenant;
- flood hazard covenant;
- covenant to specify that any “unsold” parking spaces be transferred to strata corporation; and
- registration of housing agreement regarding prohibition of rental restrictions for strata units.

## **CONCLUSION**

This development proposal provides 39 family oriented townhouses in the Maplewood Village area. It assists in implementation of the District's Official Community Plan objectives and the Maplewood Plan. The rezoning proposal is now ready for Council's consideration.

## **OPTIONS**

The following options are available for Council's consideration:

1. Introduce Bylaws 8300 and 8301 and refer Bylaw 8300 to a Public Hearing (staff recommendation); or
2. Defeat the bylaws at First Reading.

Respectfully submitted,



Kevin Zhang  
Development Planner

**Attachments:**

1. Architectural and Landscape Plans
2. Bylaw 8300 – Rezoning
3. Bylaw 8301 – Housing Agreement
4. Facilitator Report

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
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		<input type="checkbox"/> NS Health
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		<input type="checkbox"/> NVRC
		<input type="checkbox"/> Museum & Arch.
		<input type="checkbox"/> Other:









1 VIEW FROM COURTYARD TOWARD PLAY AREA  
N15



2 BIRD'S-EYE VIEW  
N15

EKISTICS

Architecture

1825 Maple Street  
Annapolis, MD 21403  
Tel: 410-293-2000  
Fax: 410-293-2000  
www.ekistics.com



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REVISION	DATE
1. REVISION FOR DETAILING	2015.02.15
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MAPLEWOOD WEST  
TOWNHOMES

2015.02.15 2015.02.15 2015.02.15 2015.02.15 2015.02.15  
NORTH WINDSOR DISTRICT, INC.

PERSPECTIVE  
VIEWS

A6.02



## LOT AREA

	Square Metres	Square Feet
<i>Gross Site Area</i>	4,299.6 m <sup>2</sup>	46,280.45 ft <sup>2</sup>
<i>Creent ROW (770b)</i>	- 236.5 m <sup>2</sup>	- 2,545.66 ft <sup>2</sup>
<b>TOTAL NET SITE AREA</b>	<b>4,063.1 m<sup>2</sup></b>	<b>43,734.80 ft<sup>2</sup></b>

**OR ANEA**

[illegible]

### IN AREA

[illegible]

2

	Unit 6, S.A.	Qty. of Units	Net Floor Area <sup>a</sup>
C1 UNIT (4-BED)	1,096 sq'*	4 units =	5,084.2 sq'
C1A UNIT (4-BED)	1,572.3 sq'	1 units =	1,572.3 sq'
C1E UNIT (4-BED)	1,529 sq'	1 units =	1,529.8 sq'
QTY. OF UNITS = 6			9,284.3 sq' total building ft <sup>2</sup>

1

UNIT # & AREA	UNIT FLOOR AREA	QTY. OF UNITS	REG. FLOOR AREA
C1 UNIT (4-BED)	1,496 sq'.	41 units =	1,496 sq'.
C2 UNIT (4-BED)	1,572 sq'	41 units =	1,572 sq'
C3 UNIT (4-BED)	1,509 sq'	41 units =	1,509 sq'
QTY. OF UNITS =			1,584 sq'
			4,577 sq' (if above-slab loading is)

TOTAL UNITS = 20	45,574.1 sq' TOTAL FLOOR AREA
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## NET

CONCENTRATE			
5/91	1.15	1.15	
7/91	2.85	34.7	
NET (oz)	7.76	GROSS (LBS)	
5.75	7.76	5.75	7.76
BLANKING	43.1N	43.1N	43.0N
3/77			

PARACHUTE STRAPS			
Reel/straps	Reel/straps	Reel/straps	Reel/straps
Wt/oz	5	10	15
TOTAL	79	79	79
Acetylene acid	2	2	2
Acetylene acid	2	2	2
Chlor 2 (lb/oz 1/2 / oz)	2	2	2
Additional clear storage	30	30	30

DISTRIB

5

1







PROJECT NUMBER	DATE
DRAWN BY	RA
CHECKED BY	MS
DATE CHECKED	
CONSULTANT	

**PROJECT**  
**MAPLEWOOD WEST**  
**TOWNHOMES**  
2049, 2051, 2053, 2055, 2059 HERITAGE PARK LANE  
NORTH VANCOUVER DISTRICT, BC

### CREATING TITLE

## STREETSCAPES

continued

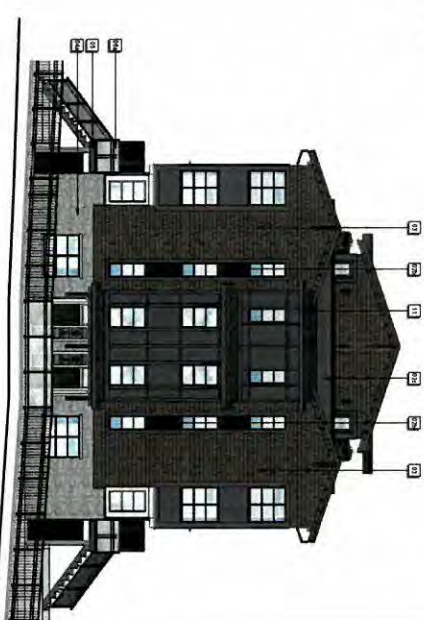
## A0.06







1 WEST ELEVATION - BLDG 1 NORTH  
SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION - BLDG 1 NORTH  
SCALE: 1/8" = 1'-0"

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DATE	STATUS	PROJECT NUMBER	OWNER	RA	MS	DESIGNED BY	DRAWN BY	DATE CHECKED	DATE
2015/04/15	1	DESIGNED FOR DETAILD DATA							
2015/04/15	2	DESIGNED FOR DETAILD DATA							
2015/04/15	3	DESIGNED FOR DETAILD DATA							
2015/04/15	4	DESIGNED FOR DETAILD DATA							
2015/04/15	5	DESIGNED FOR DETAILD DATA							
2015/04/15	6	DESIGNED FOR DETAILD DATA							
2015/04/15	7	DESIGNED FOR DETAILD DATA							
2015/04/15	8	DESIGNED FOR DETAILD DATA							

**MAPLEWOOD WEST  
TOWNHOMES**

049, 2051, 2053, 2055, 2059 HERITAGE PARK LANE  
NORTH VANCOUVER DISTRICT, BC

**STANDARD TITLE**

**ELEVATIONS**  
**BUILDING #1 NORTH**

CONCLUSIONS

### A3.01



3 EAST ELEVATION-BLDG 1 NORTH  
SCALE 1/8" = 1'-0"



[illegible]

# Anthem

DATE: 10/26/20

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PROJECT: **CLAYTON WEST TOWNHOMES**

OWNER: **CLAYTON WEST TOWNHOMES**

ARCHITECT: **CLAYTON WEST TOWNHOMES**

ENGINEER: **CLAYTON WEST TOWNHOMES**

DATE: **10/26/20**

PROJECT NO: **CLAYTON WEST TOWNHOMES**

PROJECT ADDRESS: **CLAYTON WEST TOWNHOMES**

PROJECT CITY: **CLAYTON WEST TOWNHOMES**

PROJECT STATE: **CLAYTON WEST TOWNHOMES**

PROJECT ZIP: **CLAYTON WEST TOWNHOMES**

PROJECT PHONE: **CLAYTON WEST TOWNHOMES**

PROJECT FAX: **CLAYTON WEST TOWNHOMES**

PROJECT EMAIL: **CLAYTON WEST TOWNHOMES**

PROJECT WEBSITE: **CLAYTON WEST TOWNHOMES**

PROJECT DESCRIPTION: **CLAYTON WEST TOWNHOMES**

PROJECT STATUS: **CLAYTON WEST TOWNHOMES**

PROJECT COMMENTS: **CLAYTON WEST TOWNHOMES**

PROJECT NOTES: **CLAYTON WEST TOWNHOMES**

PROJECT DRAWINGS: **CLAYTON WEST TOWNHOMES**

PROJECT SPECIFICATIONS: **CLAYTON WEST TOWNHOMES**

PROJECT SCHEDULE: **CLAYTON WEST TOWNHOMES**

PROJECT BUDGET: **CLAYTON WEST TOWNHOMES**

PROJECT RISK: **CLAYTON WEST TOWNHOMES**

PROJECT QUALITY: **CLAYTON WEST TOWNHOMES**

PROJECT SAFETY: **CLAYTON WEST TOWNHOMES**

PROJECT ENVIRONMENT: **CLAYTON WEST TOWNHOMES**

PROJECT COMMUNITY: **CLAYTON WEST TOWNHOMES**

PROJECT ECONOMIC: **CLAYTON WEST TOWNHOMES**

PROJECT SOCIAL: **CLAYTON WEST TOWNHOMES**

PROJECT CULTURAL: **CLAYTON WEST TOWNHOMES**

PROJECT HISTORIC: **CLAYTON WEST TOWNHOMES**

PROJECT LEGAL: **CLAYTON WEST TOWNHOMES**

PROJECT POLITICAL: **CLAYTON WEST TOWNHOMES**

PROJECT RELIGIOUS: **CLAYTON WEST TOWNHOMES**

PROJECT EDUCATIONAL: **CLAYTON WEST TOWNHOMES**

PROJECT RECREATIONAL: **CLAYTON WEST TOWNHOMES**

PROJECT ARTS AND CULTURE: **CLAYTON WEST TOWNHOMES**

PROJECT SCIENCE AND TECHNOLOGY: **CLAYTON WEST TOWNHOMES**

PROJECT HEALTH AND MEDICINE: **CLAYTON WEST TOWNHOMES**

PROJECT ENVIRONMENTAL AND NATURE: **CLAYTON WEST TOWNHOMES**

PROJECT TRANSPORTATION AND INFRASTRUCTURE: **CLAYTON WEST TOWNHOMES**

PROJECT ENERGY AND CLIMATE: **CLAYTON WEST TOWNHOMES**

PROJECT AGRICULTURE AND FORESTRY: **CLAYTON WEST TOWNHOMES**

PROJECT FISHERIES AND AQUACULTURE: **CLAYTON WEST TOWNHOMES**

PROJECT MINING AND CONSTRUCTION: **CLAYTON WEST TOWNHOMES**

PROJECT MANUFACTURING AND CONSTRUCTION: **CLAYTON WEST TOWNHOMES**

PROJECT SERVICE AND CONSTRUCTION: **CLAYTON WEST TOWNHOMES**

PROJECT RETAIL AND CONSTRUCTION: **CLAYTON WEST TOWNHOMES**

PROJECT FOOD AND CONSTRUCTION: **CLAYTON WEST TOWNHOMES**

PROJECT BEVERAGE AND CONSTRUCTION: **CLAYTON WEST TOWNHOMES**

PROJECT TOBACCO AND CONSTRUCTION: **CLAYTON WEST TOWNHOMES**

PROJECT TEXTILES AND CONSTRUCTION: **CLAYTON WEST TOWNHOMES**

PROJECT LEATHER AND CONSTRUCTION: **CLAYTON WEST TOWNHOMES**

PROJECT FUR AND CONSTRUCTION: **CLAYTON WEST TOWNHOMES**

PROJECT JEWELRY AND CONSTRUCTION: **CLAYTON WEST TOWNHOMES**

PROJECT METALS AND CONSTRUCTION: **CLAYTON WEST TOWNHOMES**

PROJECT CHEMICALS AND CONSTRUCTION: **CLAYTON WEST TOWNHOMES**

PROJECT PLASTICS AND CONSTRUCTION: **CLAYTON WEST TOWNHOMES**

PROJECT RUBBER AND CONSTRUCTION: **CLAYTON WEST TOWNHOMES**

PROJECT GLASS AND CONSTRUCTION: **CLAYTON WEST TOWNHOMES**

PROJECT CERAMICS AND CONSTRUCTION: **CLAYTON WEST TOWNHOMES**

PROJECT PAPER AND CONSTRUCTION: **CLAYTON WEST TOWNHOMES**

PROJECT PRINTING AND CONSTRUCTION: **CLAYTON WEST TOWNHOMES**

PROJECT PUBLISHING AND CONSTRUCTION: **CLAYTON WEST TOWNHOMES**

PROJECT TELEVISION AND CONSTRUCTION: **CLAYTON WEST TOWNHOMES**

PROJECT RADIO AND CONSTRUCTION: **CLAYTON WEST TOWNHOMES**

PROJECT MUSIC AND CONSTRUCTION: **CLAYTON WEST TOWNHOMES**

PROJECT FILM AND CONSTRUCTION: **CLAYTON WEST TOWNHOMES**

PROJECT THEATRE AND CONSTRUCTION: **CLAYTON WEST TOWNHOMES**

PROJECT DANCE AND CONSTRUCTION: **CLAYTON WEST TOWNHOMES**

PROJECT VISUAL ARTS AND CONSTRUCTION: **CLAYTON WEST TOWNHOMES**

PROJECT LITERATURE AND CONSTRUCTION: **CLAYTON WEST TOWNHOMES**

PROJECT HISTORY AND CONSTRUCTION: **CLAYTON WEST TOWNHOMES**

PROJECT GEOGRAPHY AND CONSTRUCTION: **CLAYTON WEST TOWNHOMES**

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PROJECT SERVICE AND CONSTRUCTION: **CLAYTON WEST TOWNHOMES**

PROJECT RETAIL AND CONSTRUCTION: **CLAYTON WEST TOWNHOMES**

PROJECT FOOD AND CONSTRUCTION: **CLAYTON WEST TOWNHOMES**

# The Corporation of the District of North Vancouver

## Bylaw 8300

# 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:

## Citation

1. This bylaw may be cited as “District of North Vancouver Rezoning Bylaw 1372 (Bylaw 8300)”.

## Amendments

2. District of North Vancouver Zoning Bylaw 3210, 1965 is amended as follows:
- (a) Part 2A, Definitions is amended by adding CD 123 to the list of zones that Part 2A applies to.
  - (b) Section 301 (2) by inserting the following zoning designation:  

“Comprehensive Development Zone 123	CD 123”
-------------------------------------	---------
  - (c) Part 4B Comprehensive Development Zone Regulations by inserting the following, inclusive of Schedule B:

## “4B123 Comprehensive Development Zone 123” CD 123

**The CD 123 zone is applied to the areas shown in Schedule A to Bylaw 8300 and includes:**

- a) 007-471-505 LOT 2 BLOCKS 2 AND 3 DISTRICT LOT 791 PLAN 16486  
b) 007-471-521 LOT 3 BLOCKS 2 AND 3 DISTRICT LOT 791 PLAN 16486  
c) 007-304-081 LOT A BLOCKS 2 AND 3 DISTRICT LOT 791 PLAN 17275  
d) 007-304-102 LOT B BLOCKS 2 AND 3 DISTRICT LOT 791 PLAN 17275  
e) 007-471-556 LOT 5 BLOCKS 2 AND 3 DISTRICT LOT 791 PLAN 16486

**4B 123 – 1 Intent:**

The purpose of the CD 123 Zone is to establish specific land use and development regulations for a townhouse development.

#### **4B 123 – 2 Permitted Uses:**

The following *principal* uses shall be permitted in the CD 123 Zone:

- a) Uses Permitted Without Conditions:  
Not applicable.
- b) Conditional Uses:  
The following *principal* uses are permitted when the conditions outlined in Section 4B 123-3 Conditions of Use, are met:
  - (i) *residential use*.

#### **4B 123-3 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;
  - ii) Each dwelling unit has exclusive access to a private storage space; and
  - iii) Balcony enclosures are not permitted.

#### **4B 123-4 Accessory Use**

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

#### **4B 123 – 5 Density**

- (a) The maximum permitted density is limited to a floor space ratio (FSR) of 0.45 and a maximum number of 5 dwelling units; and
- (b) For the purposes of calculating floor space ratio, the following areas are exempted:
  - (i) underground parkade;
  - (ii) unenclosed balcony areas; and
  - (iii) mechanical and electrical rooms.

#### **4B 123 – 6 Amenities**

- a) Despite Subsection 4B123 – 5, permitted density in the CD 123 Zone is increased to a maximum of 4,980 m<sup>2</sup> (53,600 sq. ft.) *gross floor area* and 39 units if:
  - i. \$697,041 is contributed to the municipality to be used for any of the following amenities benefiting Maplewood Village Centre (with



allocation and timing of expenditure to be determined by the municipality in its sole discretion):

- ii. The provision or enhancement of public facilities;
  - iii. Improvements to public parks, plazas, trails and greenways;
  - iv. Public art and other beautification projects; and
  - v. Affordable or special needs housing.
- vi. A Housing Agreement is entered into requiring a rental disclosure statement to be filed and prohibiting any strata bylaw or regulation establishing rental restrictions.

#### **4B 123 – 7 Setbacks**

- (a) Buildings must be set back from property lines to the closest building face in accordance with the following regulations:

Location	Minimum Required Setback
North Lot Line	10 m (32.8 ft)
East Lot Line	3.5 m (11.5ft)
South Lot Line	1.5 m (4.9 ft)
West Lot Line	10 m (32.8 ft)

#### **4B123-8 Height:**

Maximum permitted height for any building in the CD123 Zone, inclusive of a 15% bonus for any sloping roofs, is as follows:

- (a) Maximum permitted height is 17.1 m (56.1 ft) from finished grade.

#### **4B 123 – 9 Coverage**

- a) Building Coverage: The maximum building coverage is 45%.
- b) Site Coverage: The maximum site coverage is 55%.

#### **4B 123 – 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) All electrical kiosks and garbage and recycling container pads not located underground or within a building shall be screened with landscaping or fencing in accordance with an approved landscape plan.

**4B 123- 11 Parking, Loading and Servicing Regulations**

- a) Parking and loading are required as follows:
  - i. Residential townhouse dwelling unit – minimum 1.5 spaces/unit and maximum 2.0 spaces/unit; and
  - ii. Residential Visitor Parking – 0.1 spaces/unit
- b) Bicycle storage for residents shall be provided on the basis of one space per unit.
- c) Except as specifically provided in 4B123 -10 (a) and (b) Parking and Loading shall be provided in accordance with Part 10 of this Bylaw."

2.1 The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from the Single-Family Residential Level 6000 Zone (RS4) to Comprehensive Development Zone 123 (CD123).

**READ** a first time

**PUBLIC HEARING** held

**READ** a second time

**READ** a third time

Certified a true copy of "Bylaw 8300" as at Third Reading

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

**APPROVED** by the Ministry of Transportation and Infrastructure on

**ADOPTED**

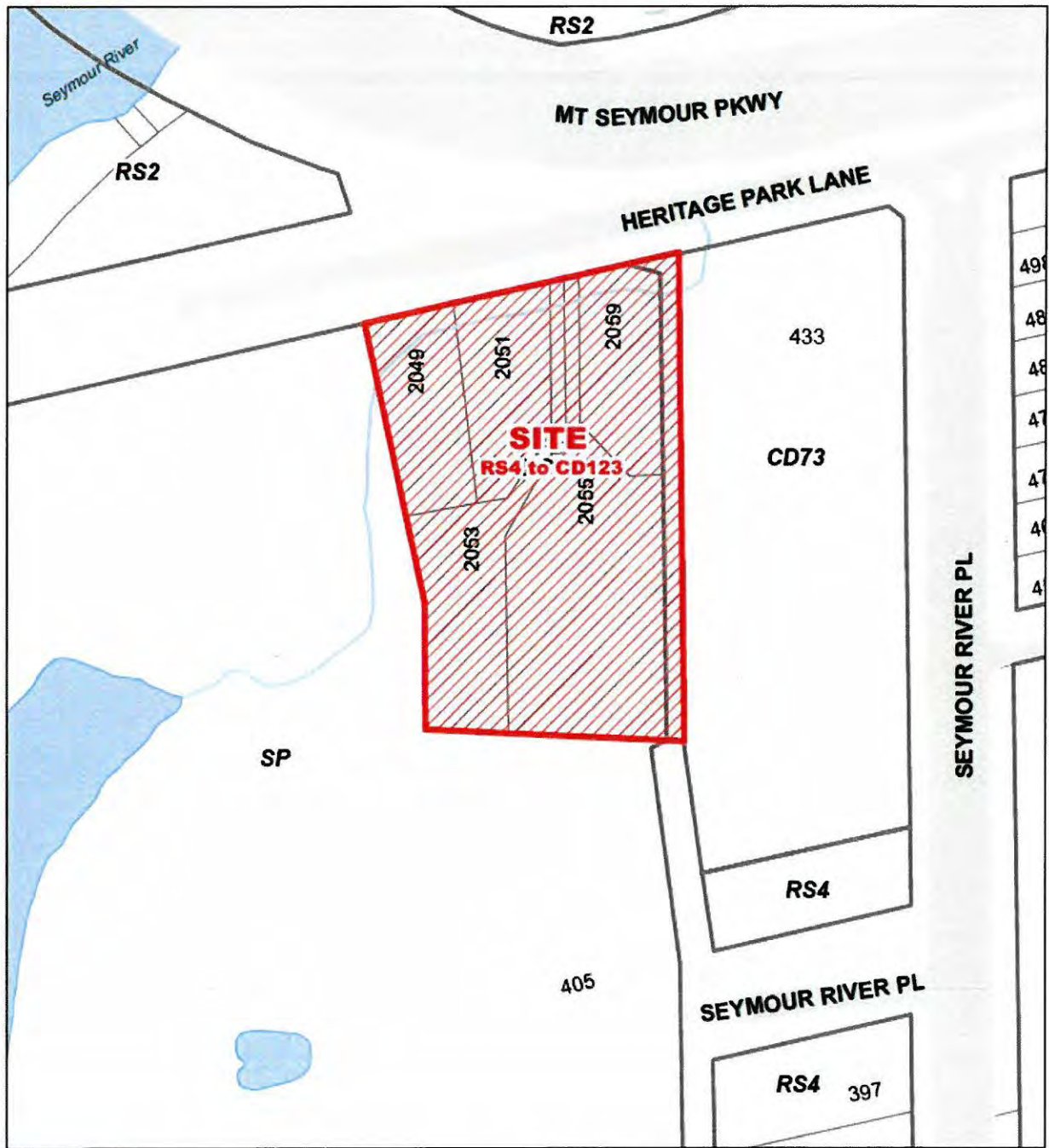
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Mayor

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

Certified a true copy

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

# Schedule A to Bylaw 8300



**SINGLE-FAMILY RESIDENTIAL 6000 ZONE (550 SQ.M.) (RS4) TO  
COMPREHENSIVE DEVELOPMENT ZONE 123 (CD123)**



## The Corporation of the District of North Vancouver

### Bylaw 8301

A bylaw to enter into a Housing Agreement  
(2049, 2051, 2053, 2055, 2059 Heritage Park Lane)

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 8301, 2017 (2049, 2051, 2053, 2055, 2059 Heritage Park Lane)".

#### 2. Authorization to Enter into Agreement

The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Anthem Maplewoods West Developments Ltd. (Inc. No. BC0942249) substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands:

- a) 007-471-505 Lot 2 Blocks 2 and 3 District Lot 791 Plan 16486
- b) 007-471-521 Lot 3 Blocks 2 and 3 District Lot 791 Plan 16486
- c) 007-471-556 Lot 5 Blocks 2 and 3 District Lot 791 Plan 16486
- d) 007-304-081 Lot A Blocks 2 and 3 District Lot 791 Plan 17275
- e) 007-304-102 Lot B Blocks 2 and 3 District Lot 791 Plan 17275

#### 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 8301

### SECTION 219 COVENANT – HOUSING AGREEMENT

THIS AGREEMENT is dated for reference the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BETWEEN:

**ANTHEM MAPLEWOODS WEST DEVELOPMENTS LTD.** (Inc. No. BC0942249) a company incorporated under the laws of the Province of British Columbia having an office at 300 – 550 Burrard Street, Vancouver, BC V6C 2B5

(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. 42.17 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 43 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 8301 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 1372 (Bylaw 8300), 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 8301.

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.

**ROCKANDEL&ASSOCIATES**

*Building Success Through Process Facilitation,  
Community & Organizational Engagement  
Partnership Planning*

**PUBLIC INFORMATION  
MEETING SUMMARY REPORT**

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**To:** Kevin Zhang, Development Planner, District of North Vancouver  
T: 604.990.2321 E: zhangk@dnv.org  
Emily Howard, Anthem Properties  
T: 604.235.3182 E: ehoward@AnthemProperties.com

**From:** Catherine Rockandel, IAF Certified Professional Facilitator, Rockandel & Associates  
T: 1.604.898.4614 E: cat@growpartnerships.com

**Re:** Public Information Meeting Summary for 2049 – 2059 Heritage Park Lane

**Date:** October 11, 2017

**Event Date:** October 11, 2017  
**Time:** 6:00 PM – 7:30 PM  
**Location:** Kenneth Gordon Maplewood School Gym, 420 Seymour River Place  
**Attendees:** Twenty-three (23) citizens attended  
**Comment Forms:** Provided to Kevin Zhang District of North Vancouver Planning

**Notification**Flyer Invitation

114 invitation letters were delivered by Canada Post to homes to a minimum of 100 metres of the site. The notification flyer also included the one page District of North Vancouver Process for Applications Requiring Rezoning.

In addition a copy of the notice was emailed to Stuart Porter, Maplewood Community Association to distribute to members.

Site Signs

There was one (1) site sign erected on Heritage Park Lane on September 25 , notifying the community of the meeting.

Newspaper Advertisement

Advertisements were placed in the North Shore News, on October 4 and 6, 2017

**Attendees:** A total of twenty-three (23) citizens were in attendance. In addition, the following project team members and District of North Vancouver staff were in attendance.

**District of North Vancouver**

Kevin Zhang, Development Planner



Anthem Properties - 2049 – 2059 Heritage Park Lane Rezoning  
Public Information Meeting Summary, October 11, 2017

**Project Team**

Property Owner: Anthem Properties  
Steve Forrest, VP Development  
Simon Taylor, Director Development  
Melissa Howey, Development Manager  
Brennan Finley, Development Coordinator  
Emily Howard, Community Relations Manager

**Architect:**

Gregory Wilson, EKISTICS Architecture  
Mark Blackwood, EKISTICS Architecture  
Roxana Abdollahi, Intern Architect, EKISTICS Architecture

**Landscape Architects:**

Daryl Tyacke, ETA  
Jennifer Liu, ETA  
Barry Warren, Keystone Environmental

**Transportation Planning:**

Nicole He, Transportation Analyst, Bunt & Associates

**Facilitator**

Catherine Rockandel, Rockandel & Associates

Anthem Properties is proposing to construct a 43-unit development in a stacked townhome form at 2049-2059 Heritage Park Lane. The proposal is for 14 two-bedroom and 29 three-bedroom family-oriented units. The site will be accessed from a driveway off Heritage Park Lane. Parking will be located in a single-level underground parkade that provides 64 residential parking spaces and 6 visitor parking spaces.

The proposal will include the realignment and restoration of Maplewood Creek, which runs through the development site and the adjacent Maplewood Farm. The proposed aquatic habitat will be designed to support and improve the spawning and rearing of local salmon. In addition, the proposal includes an enhancement of the pedestrian path in Maplewood Farm as well as a community amenity contribution provided by Anthem to the District of North Vancouver.

**PUBLIC COMMENT: Q & A** (Index: Q: Questions C: Comment A: Answers)

- Q1** With a 1.2 FSR on this project and stacked townhouse form factor, I am wondering if the bottom piece of this design counts into that from a density perspective?
- A1** The single level apartments, yes they would be counted as part of the FSR.
- Q2** What is the typical size of the bottom unit and the top units?
- A2** The bottom units are 940 square feet and the top units range anywhere between 1500 and 1550

- Q3** How much is the site mapping in totality? How big is the site in totality?
- A3** Approximately 44,000 square feet if you subtract the creek bank exclusions. There is about 160 square meeting metres that we have to exclude for FSR purposes.
- Q4** There is no necessary slope or anything that is allowing you to get extra density over and above 1.2?
- A4** No
- Q5** I want to commend that set back but I wonder if there is going to be a shadow study as part of the submission? I think it would be interesting to understand the massing of that adjacent building
- A5** Absolutely, it is part of the detailed development permit application we submitted in August.
- Q6** I have a question about the fire lane access. Could you talk a little bit about the levels there in terms of the levels compared to existing Maplewood Place? I suppose I am wondering is it going to be on the same level as the courtyard and are there any opportunities for level access from Maplewood Place to that fire lane? At the moment, there obviously isn't any level access in that property and that could be a good offering for the neighbourhood
- A6** I was involved with the other project as well, so you are talking from the mews area, the sidewalk in the center. Yes, I think that will be because that is popped on top of the parkade. The actual fire lane has to be done at the level of the access road. It should be lower than your mews areas, then substantially landscaped. Obviously you already have landscaping at your west property line. There will be additional landscaping on this projects east property line as well to buffer. We have looked extensively at the types of trees we put in there to create that extra height between those two projects.
- Q7** You are saying that the fire lane is lower than the current mews?
- A7** Yes, we don't have a section of it. The mews in your project is approximately from street grade, if I recall correctly is about 8 feet above the road.
- Q8** So there isn't any parkade under the new access road laneway?
- A8** No, not under the fire lane
- Q9** I commend you on providing bicycle parking and some spots are for visitors as well on the premises. My question concerns movements of bicycle and pedestrians through the area. Right now Seymour River Boulevard, there is parking on both sides and it is typically a place near a school and parents all drive their kids to school these days. They are pretty anxious to get their kids so sometimes it is a dangerous place to be. That happens to be one of my routes to get over to the commercial area and I imagine anybody living there is going to want to get out of there. If you look at the connections out of there they are not very good. I see your fire lane access and this is a requirement. Is there any way for you to integrate a bike path through there for people on bikes to avoid the main road there at

Seymour Boulevard? It is not going to be a very pleasant place to cycle through there. In all the stuff that the District has put out about being a cycling and walkable area, we are just bringing in more cars. If you look at the plans right now, granted they are going to change in the future, the access to that area, if you are going to Second Narrows bridge from there or if you are going to the Parkway, it is a roundabout way to get there. It is all on Seymour River Place. I think that needs to be addressed and maybe something can be done with the fire lane to integrate it to some friendlier path.

- A9 We do have bicycle parking at surface to bike racks. One at the top of the fire access ramp and one at the very south end of the building. There would be visitor parking as well as secure bicycle storage underground. The fire access lane however stops at Maplewood Farm and actually I will let Kevin speak to this. We did have discussions early on with the District but Maplewood Farms have their own future intentions. Basically there was no accessibility permitted to the farm in the south. Whether it is pedestrian access, whether it is a fire lane, that is why everything is front loading off of Heritage Boulevard. I agree with your point about bicycle safety being very important.

We consulted with Kenneth Gordon School and developed a detailed traffic management plan for this project, based on our experience from the previous development. In that case we had flag people out all day during construction on the street but in particular, in front of the school. We had no truck traffic during peak periods of drop off or pick up. We managed that because it is chaos at pick up time.

- Q10 There are properties up on Lytton that Anthem is developing. It seems like there is a lot of development that is just kind of popping up and I am wondering if there is a plan in regards to my question there about the fire lane. There is other housing to the south of that, does Anthem have an interest in that property?

- A10 No. The farm is directly to the south of us and I think you are saying that the housing that runs parallel to Seymour River Place. We have no current interest in any of those properties that front onto the farm

(K. Zhang) A couple points regarding the fire lane access and to confirm what Steve was saying about Maplewood Farm. Maplewood Farm is not interested in opening up a secondary access and are currently using that piece of land for services relating to the farm. They stressed on multiple occasions that Maplewood Farm is a controlled environment for the safety of the kids and the animals. They only want one access. I do take your point that transportation, especially active transportation, is an important factor. The Maplewood Plan is ongoing and I am sure you are aware of that as well. I think later this month the Maplewood Plan will be made public for comments and feedback. I encourage you to comment on not just the active transportation part of that plan but also any other aspects.

- Q11 On Heritage Park lane is there going to be any street parking added to that area or is it just going to be the underground parking? On the actual lane itself, is there going to be street parking there? Are current residents going to notice an increase in parking traffic?

Anthem Properties - 2049 – 2059 Heritage Park Lane Rezoning  
Public Information Meeting Summary, October 11, 2017

**A11** We have an underground parking entrance, a pedestrian access bridge and the fire lane. In the area that is available we have worked with the District to create a bulge so there is public parking along the street in front of the project.

**Q12** There was another slide that showed the distance from the fire park lane to Maplewood Place. Is the 52 feet going from the new structure to the property line or to the existing?

**A12** It goes to the existing.

**Q13** With respect to the bike parking, I live in the neighbourhood and personally have about 5 bicycles in my unit. Being a North Shore resident and this close to so much road biking and mountain biking, I would strongly encourage more biking spots in your development. Most of the people who you seem to be marketing to, will want them. I have a question with regards to the CAC funds that we understood are going to be part of this project. Does Anthem have any say in where the CAC funds are going to be spent or does the District have any plans on how they wish to spend them?

**A13** (K. Zhang) The CACs follow our District of North Van CAC policy. For this project it is a cash contribution and that goes into a CAC fund and by the local Government Act has to be spent on amenities in the area. That could be either for public art or other services or contribution to other in kind amenities in the area. There are basically two kinds, one is in cash or larger projects for example a library or something like that. In this case it is cash and it goes into part of our CAC fund and then that gets distributed to various projects in the town centre village.

**Q14** In respect to the construction schedule, forgive me if this is way too early to be asking these questions. I didn't live in the neighbourhood when the original Maplewood Place was built, so I am not sure how this has worked. Does Anthem have a plan for noise and traffic management during what is expected to be a relatively long construction period for this project?

**A14** Anticipated construction period, we would put on the long end of the scale, 18 months. We are applying in the near future for demolition permits. Typically within the District you are waiting for public hearing and third reading to occur before you are actually permitted to demo the home. Currently we have 3 existing homes there and then this site would be fenced once again and sit idle until a building permit was issued. As far as traffic management plan, I touched on that before that is something we do a detailed plan. Basically that takes into account trade parking and supplier drop offs, so during the construction of the previous Maplewood Place construction we used part of the year parking within the farm itself and then part of the year we parked on the school site. The same as Loden Green did as well. That is convenient and takes traffic off the street and then what we do is police trades to minimize and fine them if they are parking on the street. In addition to that we try to manage the suppliers, as far as drop offs and particularly around the kids going to school during the mornings and pick up time. As part of the actual building permit process we have to prepare a traffic management plan that gets reviewed and approved by the District.



- Q15** You mentioned earlier with the Heritage Park Lane, 2 hour parking is going to be for 2 cars. Is there any plan to change to limited parking along Seymour River Place?
- A15** (K. Zhang) I am not aware of any plan currently that restricts parking on Seymour River Place. It may change because along with the Maplewood Plan itself, there is a kind of related transportation plan that goes along with it. They may make recommendations for changes to parking restrictions but not that I know of currently.
- Q16** Can we eliminate parking on Seymour River Place? I ask this reflecting on Anthem's proposal on Lytton, which across from Ron Andrew's pool where it was mentioned that there would be no more parking on Lytton Street. My question is, can you create enough underground parking so that you can take the pressure off the streets? When Anthem had the Open House two years ago in this location, there was a big uproar over parking and basically Anthem said we are providing the parking. I think that quelled it. There is no getting away from providing more parking these days. It seems that everybody wants it but nobody wants the cars. It is a catch 22. I think if we are going to make Maplewood a walkable, cycling community then we can't have our streets filled with cars that are just parked there. I think if you have to have them, put them under ground would be my suggestion and my wish.
- A16** For this 43-unit townhome development we are providing 70 parking spaces underground. If you divide it by the number of units, we are providing 1.5 parking stalls per unit and that is what we believe is more than enough for the parking demand at this neighbourhood. Also particularly because we did a data survey from ICBC and we found out that the average parking rate in this neighbourhood is about 1.2 but we are providing more than that. We believe that providing spaces underground would address your concern about taking the pressure from the on street parking.
- In addition to that, I agree with you and we actually maximize our parking so if there was more parking we could provide underground we would. The site is maxed out. A lot of the jurisdictions, like the City of North Vancouver, actually limit the amount of parking you can put. Then we do the same in regards to bike storage, larger bike rooms, we know that we have to provide secured parking for the bikes, not the common bike rooms with the larger storage area. You are perfectly right in saying that. In this site in particular, we are limited to the 2 spots. The one thing I wanted to point out here that is unique to our project, that isn't on Maplewood Place, we do have visitor parking. But I think what you are getting at is that sometimes people don't use visitor parking and will park on the street. On our project we have put in an elevator, a lift, so it will be more accessible to park in the parkade and get up into the mews and go to the units. It won't be as convenient to try to park on the street.
- Q17** If you are limited on adding more parking, why not trade some car parking for more bike parking? We are not that far from bus service and we have to get away from the car business and dependency on cars. I like what you have and not going into the old fashioned storage locker where the door slams on you and you have hundreds of bicycles

in there. I think that when I down size, I might be interested if you make it interesting for me so I can just hop on my bike and cycle out there.

**A17** We don't just have a common bike room, we do individual lockers. Some of these lockers are actually the width of a parking stall and 4 feet wide. It is more than just that. We are always trying to go over and above in that every unit gets a bike locker/ storage locker. For the 43 units, there is bike parking for 86.

**Q18** I want to talk more about the street parking. My understanding with the underground parking is that you are providing one space per unit with the option of buying additional spaces.

**A18** No we have 1.5 stalls per unit

**Q19** In Maplewood, when we bought our townhouse, it came with one spot with the option to buy other spots. Is that the same plan?

**A19** It is a similar plan and yes they have an option to purchase a second stall.

**C20** A lot of people had got their one parking space when they bought their unit and they didn't buy additional space because they had to pay for it therefore the parking on the street is jammed regularly. You are adding another complex to it and providing two street spots, which is not going to be enough for all the additional cars that are going to try parking in the area. Is there any way that the District can reconsider some of the parking on Heritage Park Lane to accommodate all of the extra people moving into the area?

**C21** I just had the luxury of having the last 4 weeks off so I have actually just noticed all of the traffic along here. There are so many people from the school that park right outside here on the street. There are also parents picking up so it is not just the Maplewood residents with their second car that are parking on the street. There is the school and teachers and everything. Once all these spaces are full they park over there so when you have the construction trucks and stuff like that, where are these people going to park? It is a bit of a nightmare at the moment to even get a space outside my own front door. There are so many cars already without an additional new build.

**Q22** There is really no additional parking being provided given the influx of residents that you are putting into the area. Does the District have any plan for that or it is just those 2 spaces in that little cut out there?

**A22** (K. Zhang) For this project they can only provide what is on their road frontage. I think you are touching on a larger subject of transportation planning as a whole. Unfortunately I am not in the Transportation Planning Department but I know part of the response is to increase other transportation options like cycling and providing better infrastructure for that. I do recognize that there is still parking concerns. There is always a trade off, should you require every unit to have 2 parking stalls? That creates a huge parkade underground and we have to kind of draw a good balance between requiring too much parking or not providing enough. At the end of the day 1.5 is what our policy has arrived at based on what transportation consultants who have done studies in the area have provided us.

Some people go above and some people go less than that and that is a decision for Council. Sometimes it is also a behaviour issue as well. For example, our single family homes, we require 2 parking stalls on site and sometimes people don't use the second spot. Traffic and parking is definitely something we are working on as a District but unfortunately I don't have a specific answer relating to this development

**Q23** Can we have resident's only parking in the last part of this street? There are people that park there from the school when they are working for the day and the parents and so on it is almost impossible to get into our parkade sometimes. My request is for resident's only parking on Seymour River Place

**A23** (k. Zhang) There is not too much I can say on that. It is definitely a concern we are hearing from people but as you said other parents use it extra for other services in the area.

**Q24** I wanted to follow up on what my wife said earlier that given that there is no current level access to the courtyard of Maplewood Place, would there be an opportunity to amend that fire access road so that that could be provided as it might be something nice for the residents of Maplewood Place. Maybe it could be slopped or something?

**A24** Are you talking about actually integrating the fire lane with your project?

**C25** Yes, to provide a level access, there is no elevator or kind of level access at Maplewood.

**A25** You already have an approved strata plan on it. The fire lane will only be for the other project as it has to retain a fire lane. That is the ultimate purpose of it that it is for fire protection of the new residents that will live there. So no, it couldn't be incorporated but obviously there is visual aspect that we have to take into account, the buffering, which we have paid a lot of attention to. In the end aside from how we dress it up, it is a fire lane and its purpose is life safety.

**Q26** I have questions about the vision of the project and specifically the marketing of it to families. You have mentioned in your design that you are planning on making a play area within it. Is that a public access play area, or just residents of the Maplewood West complex?

**A26** If you are talking about the play area in the central courtyard area that will be for the strata and the owners of the building specifically.

**Q27** With respect to your presentation board that says community builder, I am curious to know about your marketing plan for this project. What types of people you are looking to sell this project to?

**A27** We are working through that now but the buyers we are expecting could be anything from young couples for the single level units on the bottom all the way up to downsizers in those units because we do have accessible units in there as well. As well as families with kids, we have 3 and 4 bedroom units in those town homes.

**Q28** Does Anthem or has Anthem considered opportunities to market this project exclusively to buyers within the North Vancouver or lower mainland community? You have probably



seen some publicity that happened in Horseshoe Bay. Certainly I would be in favour of a marketing plan like that.

**A28** No, there is no reason to even suspect that we would have to do that. This is North Vancouver and it is overwhelmingly popular for buyers. This type of product is in limited supply and that is why we are building it and that is why the District is pushing these types of forms which is really trying to bring density in a form other than a single family house that the average person can no longer afford. These will be built just like our previous project, just like in Loden Green, they will be bought by locals. They are not investor units, you are not buying investor units that are costing \$700,000 and up.

**Q29** Have you developed a pricing strategy around these units yet?

**A29** It is a common question that I always appreciate from people. Generally with the market the way it moves now, you are not doing your pricing until probably 6-8 months before completion. An example is Maplewood Place, when we were selling that we were in the low \$500 a foot and at 1000 square feet, you are at about \$500,000. Prices now in greater North Vancouver for townhouse product are over \$700 a foot so \$700,000. That is what the base price is but a year and a half out there is a lot of world economic conditions.

**Q30** With regards to pricing and your marketing strategy, it sounds like you are intending these units to be for families for people who live in the community. Is Anthem considering the form and finish of the units to be in line with what a young family or downsizing couple would be looking for other than a luxury finish?

**A30** Yes, totally, there is an expectation on quality now. Building codes have raised jurisdictional requirements on spec quality. There is a tendency for some builders to over build and some to under build. We kind of play middle of the road of that. Family units being some of the units, if you were able to take a look at the floor plans, they will have 2 family rooms, kids on the second level and parents on the top floor master bedroom. Very typical of what you would see in North Vancouver, quality specs tend to get pushed up over time. Everybody wants stainless steel appliances now, now it is just the grade of stainless steel appliance. They are not going to be paneled appliances because that takes you into another level. As far as the quality of construction you can see from the renderings and design, it is wood paneling, stone, you still have to be within the frame work of expectation of quality. That is typically what we do but we are not a builder that tries to build for the luxury market I think is what you are asking.

**Q31** Would you market these without parking other than say visitor parking? Do you think you would have a problem if you marketed without parking?

**A31** You wouldn't be able to ask people or a family with 2 kids to come in and say no parking. We are not there yet. There are projects in downtown Vancouver that are getting to that point, there have been a few at zero parking in some of the bigger metropolitan areas but not here in the District of North Van



- Q32** You indicated that in Maplewood Place that the owners could purchase a second parking space. What would that cost the owner or what did it cost then?
- A32** That is really a new phenomenon. Five years ago you couldn't sell a second stall, you gave it away with the unit so I am not quite sure on how many were sold. Typically it is the larger units and it is all worked into price whether you pay for it or not. A lot of times the three bedrooms will be worked in the price. I would throw a number of 8-10 thousand I actually don't think on this project that will be the case because you have got larger units and they will be at a higher price point. There will be an expectation that if somebody buys a three-bedroom unit that they will want 2 parking stalls. Then you will have the ground floor units, which are more accessible and may be only a one-car family.
- C33** In Seattle, some developments close to transit, they provided 2 parking spots, but when they offered them to the residents nobody took it. They said it was too expensive. I am wondering with all this parking if we are masking costs. We are talking about affordability all the time and to put in a massive concrete structure like that is not cheap.
- A33** It is not cheap. There have been projects done typically for a first time buyer or investor where it is close to a transit node, a Skytrain type station that they have been successful doing that. Unfortunately we are not there yet. We would like to not have the expense of it but it is certainly not the reality
- C34** I wanted to comment on the resident only parking. Having lived for 8 years up by Cap U where we have resident only parking on the streets, it creates a huge nightmare, not for the people living there but for people that are coming to visit. Essentially, you have people coming to visit from Mission, Chilliwack and Abbotsford and there is nowhere to park. So to have it resident only is probably not a workable thing in my mind.
- Q35** I am concerned about the environment and Maplewood Creek. I did speak to one of your representatives and he did say that there was work to be done on Maplewood Creek. Is Maplewood Creek going to stay in the path or is there the intention to move it to another location? My other question is that I haven't heard anything about rain gardens or storm water management in this project and I would like to know how you folks are dealing with this?
- A35** In regards to the alignment of Maplewood Creek, it actually is going to change from its current alignment slightly through the Maplewood Farm property. It will tie into the pond in a different location about 25-30 meters to the west from where it currently is. It is also going to have a meandering alignment and this actually gives an opportunity to bring greater complexity into the stream, bigger diversity of flows. Maplewood Creek is a nice little fish bearing creek, but it is missing some habitat complexity that can support fish rearing and fish spawning. One of the things I mentioned was having a riffle pool sequence, which you will get in a natural creek system. You will get areas that the flow will drive an accumulation of rocks and then a smoother glide area past that. Those riffles provide an area where there is a refuge from the flow velocity behind the rock just downstream from the rock. The fish can sort of sit in that refuge and wait for the next change to move upstream. They expend a little less energy when they are sitting in that

part of the creek. It also oxygenates the water, which is very critical for fish rearing and spawning in the stream. Causing a meander to the creek is also going to change that diversity of flow and a greater complexity of the flow structure so it is not just a leaner channel where the water is flowing at almost the same speed throughout the entire thing. It will change around the bows and bends of this creek meander. The coarse woody debris that we are going to be embedding there is also going to provide refuge for fish from predators and will also provide wood organic debris which supports the bottom food chain species that the fish can eat. The creek is going to be realigned but we see that as an opportunity to first increase the actual aquatic area. The proposed changes to Maplewood Creek are going to increase the in stream area by about a 110 square meters and is also going to increase the habitat value by having these habitat complex structures that are currently absent in the creek

**Q36** Are there any plans that I may see where you are going to relocate it to?

**A36** It is actually the board we were looking at previously. It has a mock up of where the proposed re alignment of the creek is. You can look at that and there will be available drawings as well that can be provided to you.

**Q37** My second question is about storm water management and rain gardens.

**A37** We are reducing the permeability of the site. However anywhere rain will fall on the site, on the buildings and courtyards it will drain down into the parkade area. We have a storm water detention tank under this location here [under the fire access lane near the mailboxes, next to the parkade wall] for about 64 cubic metres.

**Q38** Is it going to drain into Maplewood Creek or is it going to drain into Seymour River?

**A38** From what I understand it is draining into the creek through a filtration system called a jellyfish

**Q39** Another question I would like to ask is what sort of precautions are going to be taken during construction to cross Maplewood Creek? You are going to have heavy equipment going in to the site. I would like to know what sort of protection there is going to be for this creek?

**A39** I want to add onto the storm water. There is a capacity issue with the storm water so it was actually a request of the District that we look at draining into the creek, which is an acceptable standard as long as you properly filtrate the onsite storm water. For your second question, which again is a very good one, you usually get into that detail under the building permit but there will be a lot of precautionary steps that will have to be taken because you are crossing a creek. Filter cloth, a temporary structure going over top, we will protect the banks from debris falling in. One thing with working within the District is they are very diligent at ensuring that anything around creeks, anything environmental must have a plan in place and there is ongoing inspection of those areas. I think it will be something that we will get into greater detail with but it will be intensive.

**C40** I ask because when you put in the project across the street, I had on two occasions to observe a lot of silted water from your construction going into the creek during a salmon

spawning period. I am a steam keeper and it really upset me that somebody made a mistake. That is not acceptable.

**A40** Coming off the bank prior to landscaping and things like that. Those are certainly situations that we want to be informed about because it is not acceptable, certainly during salmon spawning. I know that the pipe under the road was blocked. We actually partially cleared that pipe to increase the salmon spawning. We replaced the head wall so it is quite an improvement to that area. Then again, you don't want to offset that by not protecting the creek during construction, especially when there is a high potential silt and debris running into it, even with the filter cloth. That is something that we didn't do properly first time around and we will ensure we do it properly the second time around.

**Q41** There will be due diligence to this problem in this project?

**A41** We always have a sign in front. Secondary thing we do, prior to starting construction, we go around the neighbourhood with a flyer detailing who the onsite site superintendent is who the foreman is and who the contact is and there is also a backup contact person at our head office as well. If you are not getting your questions answered via people on site, you call our head office and you talk to somebody like me. We continue to build five projects here it is not appropriate for us if we are not doing the appropriate due diligence during construction.

**Q42** I know you have some hoops to jump through but do you have a rough idea of when you plan on starting the demolition phase, is it a year out?

**A42** Demolition we plan to do around third reading which we are hoping to get mid next year. The site would then be fenced until we get the building permit approved in which case we would start excavation and full construction ideally in fall of next year is what we are looking at. It is dependent on approvals and design and all that.

**C43** I was surprised that you are putting in underground parking because in your other development that wasn't permitted because of the flood zone, the 100 year sea level rise flood issue. Stongs, the other development close by and you have indicated you are raising it as well to protect against flooding from the Seymour River

**A43** We are constructing above the flood construction level. We have to be above it, you can't build below it.

**Q43** How much buffer do you have? These days the 100 year stuff, I am an engineer, I know the 100 year stuff isn't standing up to scrutiny these days with the severity of storms. When the District approves a project like that for underground storage and the whole thing is inundated, I as a taxpayer often end up with a liability. My question of curiosity is, in the other location it wasn't allowed to go underground but here it is?

**A43** It depends on the grade of your site and where it is in proximity to the river. We have a lot of information from our previous site. We have had piezometers on the site for the last year plus the District updated their FCL levels, I believe within the last year as well so you have got increased standards. We had to increase the height of the parkade. We have to have a separation above the 100 year point of the river and then what we have

Anthem Properties - 2049 – 2059 Heritage Park Lane Rezoning  
Public Information Meeting Summary, October 11, 2017

inside the parkade. In the event that it would ever flood that we have blow out ports. It is a wood frame building so we can't tank it.

**C44** In the District maps the section of Riverside between Seymour Parkway and Dollarton is showing under water for the 100-year scenario.

**A44** We designed to 7.6 meters.



Anthem Properties - 2049 – 2059 Heritage Park Lane Rezoning  
Public Information Meeting Summary, October 11, 2017

Notification Flyer: Page One

**Notice of a Public Information Meeting in Your Neighbourhood**

Anthem Properties is hosting a Public Information Meeting to present a development proposal for 43 units in a stacked townhome form at 2049-2059 Heritage Park Lane.

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

Meeting Time and Location:

**Wednesday, October 11, 2017  
6:00-7:30pm  
Kenneth Gordon Maplewood School Gym  
420 Seymour River Place**



**Meeting Agenda:**

Doors Open: 6:00pm  
Open House: 6:00-6:30pm  
Presentation and Q+A 6:30-7:30pm

**For Further Information Please Contact:**

Emily Howard 604-235-3182	Anthem Properties
Kevin Zhang 604-990-2321	District of North Vancouver, Planning Department

Anthem Properties - 2049 – 2059 Heritage Park Lane Rezoning  
Public Information Meeting Summary, October 11, 2017

**Notification Flyer: Page Two**

**The Proposal:**

Anthem Properties is proposing to construct a 43-unit development in a stacked townhome form at 2049-2059 Heritage Park Lane.

The proposal is for 14 two-bedroom and 29 three-bedroom family-oriented units.

The site will be accessed from a driveway off Heritage Park Lane. Parking will be located in a single-level underground parkade that provides 64 residential parking spaces and 6 visitor parking spaces.

The proposal will include the realignment and restoration of Maplewood Creek, which runs through the development site and the adjacent Maplewood Farm. The proposed aquatic habitat will be designed to support and improve the spawning and rearing of local salmon. In addition, the proposal includes an enhancement of the pedestrian path in Maplewood Farm as well as a community amenity contribution provided by Anthem to the District of North Vancouver.



Project Rendering: 2049-2059 Heritage Park Lane

Anthem Properties - 2049 – 2059 Heritage Park Lane Rezoning  
Public Information Meeting Summary, October 11, 2017

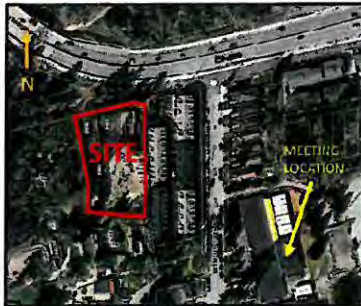
**Newspaper Advertisement**

## **PUBLIC INFORMATION MEETING**

A redevelopment is being proposed for 2049–2059 Heritage Park Lane, North Vancouver, to construct a stacked-townhome development. You are invited to a meeting to discuss the project.

**Date:** Wednesday, October 11, 2017  
**Time:** 6:00pm – 8:00pm  
**Location:** Kenneth Gordon Maplewood School Gym,  
420 Seymour River Place

Anthem Properties proposes to rezone the site to permit 43 townhomes in a stacked building form. Each unit ranges in size from 936 to 1,542 square feet all located atop a single-level underground parkade.



Information packages are being distributed to residents within a 100 meter radius of the site. If you would like to receive a copy or if you would like more information, please contact Kevin Zhang of the Community Planning Department at 604-990-2321, or Emily Howard of Anthem Properties at 604-235-3182, or bring your questions and comments to the meeting.


**\*This is not a Public Hearing. DNV Council will receive a report from staff on issues raised at the meeting and will formally consider the proposal at a later date.**


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AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>June 18, 2018.</u>
<input type="checkbox"/> Other:	Date: _____

  
 Dept.  
Manager

  
 GM/  
Director

  
 CAO

## The District of North Vancouver REPORT TO COUNCIL

May 30, 2018  
File: 09.3900.20/000.000

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

**SUBJECT:** Bylaws 8292 and 8293: Rezoning and Housing Agreement for 4670 Capilano Road

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**RECOMMENDATION:**

THAT "District of North Vancouver Rezoning Bylaw 1370 (Bylaw 8292)" is given SECOND and THIRD Readings;

AND THAT "Housing Agreement Bylaw 8293, 2017 (4670 Capilano Road)" is given SECOND and THIRD Readings.

**BACKGROUND:**

Bylaws 8292 and 8293 received First Reading on April 16, 2018. A Public Hearing for Bylaw 8292 was held and closed on May 29, 2018.

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

**OPTIONS:**

1. Give the bylaws Second and Third Readings;
2. Give no further Readings to the bylaws and abandon the bylaws at First Reading; or,
3. Debate possible amendments to the bylaws at Second Reading and return Bylaw 8292 to a Public Hearing if required.

Respectfully submitted,



Linda Brick  
Deputy Municipal Clerk

**Attachments:**

- Bylaw 8292
- Bylaw 8293
- Public Hearing report – May 29, 2018
- Staff report dated March 16, 2018

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

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

### **Bylaw 8292**

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

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

#### **1. Citation**

This bylaw may be cited as "District of North Vancouver Rezoning Bylaw 1370 (Bylaw 8292)".

#### **2. Amendments:**

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

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

"Comprehensive Development Zone 117                      CD117"

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

**"4B117 Comprehensive Development Zone 117                      CD117"**

**The CD117 zone is applied to:**

4670 Capilano Road, Lot A of Lot 3 Block D District Lot 595 Plan 9296,  
PID: 009-669-953

#### **4B 117-1 Intent**

The purpose of the CD117 Zone is to establish specific land use and development regulations for an eight-unit townhouse project.

#### **4B 117- 2 Permitted Uses:**

The following *principal* uses shall be permitted in the CD117 Zone:

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

Not Applicable

##### **(b) Conditional Uses:**

- (i) Residential building, multiple-family townhouse

#### **4B 117-3 Conditions of Use**

- (a) Balcony enclosures not permitted

#### **4B 117-4 Accessory Use**

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

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

#### **4B 117-5 Density**

- (a) The maximum permitted density in the CD117 Zone is limited to a floor space ratio (FSR) of 0.45, and a maximum of 1 unit;

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

- i. garage spaces up to a maximum of 41.7 m<sup>2</sup> (449 sq ft)
  - ii. floor area contain within that part of the buildings having an adjacent exposed perimeter wall of less than 1.22m (4.0 ft) from the main floor geodetic to the finished grade up to a maximum of 464m<sup>2</sup> (5,000 sq ft) are excluded

- (c) Balcony enclosures are not permitted.

#### **4B 117-6 Amenities**

- (a) Despite subsection 4B117-5, density in the CD117 Zone is increased to a maximum floor space of 1,482m<sup>2</sup> (15,951 sq ft), inclusive of any density bonus for energy performance and a maximum of 8 units, if the owner:

- 1. Enters into a Housing Agreement prohibiting any restrictions preventing the owners in the project from renting their units; and



2. Contributes \$162,408 to the municipality to be used for any or all of the following amenities (with allocation to be determined by the municipality in its sole discretion): public art; park, trail, environmental, pedestrian or other public realm, infrastructure improvements; municipal, recreation or social service facility or service / facility improvements; and/or the affordable housing fund.

**4B 117-7 Maximum Principal Building Size:**

Not applicable

**4B 117-8 Setbacks:**

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

<b>Setback</b>	<b>Buildings (Minimum Setback)</b>
Front (west property line)	4.0m (13ft) to the building face
Rear (east property line)	11.3m (37ft) to the building face
Side (north property line)	1.83m (6ft) to the building face
Side (south property line)	1.83m (6ft) to the building face

- b) No projecting features of a building can be within 1.2m (4ft) of a side property line.

**4B 117-9 Building Orientation:**

Not applicable

**4B 117-10 Building Depth and Width:**

Not applicable

**4B 117-11 Coverage:**

- (a) Building Coverage shall not exceed 48%.
- (b) Site Coverage shall not exceed 75%.

**4B 117-12 Height:**

The maximum permitted height for each building is 11.2m (36.8ft).

**4B 117-13 Flood Construction Requirements:**

Not applicable

**4B 117-14 Landscaping:**

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

**4B 117-15 Subdivision Requirements:**

Not applicable

**4B 117-16 Additional Accessory Structure Regulations:**

Not applicable.

**4B 117-17 Parking and Loading Regulations:**

- (a) Parking spaces shall be provided on the basis of 2 spaces/unit plus 1 visitor space; and
- (b) All parking spaces shall meet the minimum length and width standards established in Part 10 of the District of North Vancouver Zoning Bylaw."

2.2 The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from the Residential Single Family 7200 Zone (RS3) to Comprehensive Development Zone 117 (CD117).

**READ** a first time April 16<sup>th</sup>, 2018

**PUBLIC HEARING** held May 29, 2018

**READ** a second time

**READ** a third time

**ADOPTED**

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Mayor

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Municipal Clerk

Certified a true copy

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Municipal Clerk





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

**Bylaw 8293**

A bylaw to enter into a Housing Agreement  
(4670 Capilano Road)

---

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

**1. Citation**

This bylaw may be cited as "Housing Agreement Bylaw 8293, 2017 (4670 Capilano Road)".

**2. Authorization to Enter into Agreement**

2.1 The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Wedgewood Capilano Homes Ltd. (Inc. No. BC1043762) substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands:

(a) PID 009-699-953 Lot A of Lot 3 Block D District Lot 595 Plan 9296

**3. Execution of Documents**

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

**READ** a first time April 16<sup>th</sup>, 2018

**READ** a second time

**READ** a third time

**ADOPTED**

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Mayor

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Municipal Clerk

Certified a true copy

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Municipal Clerk

## Schedule "A" to Bylaw 8293

### SECTION 219 COVENANT – HOUSING AGREEMENT

THIS AGREEMENT is dated for reference the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BETWEEN:

**WEDGEWOOD CAPILANO HOMES LTD.** (Inc. No. BC1043762) a company incorporated under the laws of the Province of British Columbia having an office at 450 East 21<sup>st</sup> Street, North Vancouver, BC V7L 3C2

(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:

## **Article 1 DEFINITIONS**

### **1.01 Definitions**

In this agreement:

- (a) "*Development Permit*" means development permit No. \_\_\_\_\_ issued by the District;
- (b) "*Lands*" means land described in Item 2 of the *Land Title Act* Form C to which this agreement is attached;
- (c) "*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 8 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.

## **Article 2 TERM**

This Agreement will commence upon adoption by District Council of Bylaw 8293 and remain in effect until terminated by the District as set out in this Agreement.

## **Article 3 RENTAL ACCOMODATION**

### **3.01 Rental Disclosure Statement**

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

- (i) 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

- (j) 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*.



## **Article 4 DEFAULT AND REMEDIES**

### **4.01 Notice of Default**

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

### **4.02 Costs**

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

### **4.03 Damages an Inadequate Remedy**

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

### **4.04 Equitable Remedies**

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

### **4.05 No Penalty or Forfeiture**

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

### **4.06 Cumulative Remedies**

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

## **Article 5 LIABILITY**

### **5.01 Indemnity**

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

### **5.02 Release**

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

### **5.03 Survival**

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

## **Article 6 GENERAL PROVISIONS**

### **6.01 District's Power Unaffected**

Nothing in this Agreement:

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

6.02 Agreement for Benefit of District Only

The Owner and District agree that:

- (a) this Agreement is entered into only for the benefit of the District:
- (b) this Agreement is not intended to protect the interests of the Owner, any Unit Owner, any occupant 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.

**Article 7 INTERPRETATION**

7.01 References

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

7.02 Construction

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

7.03 No Limitation

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

7.04 Terms Mandatory

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

7.05 Statutes

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

7.06 Entire Agreement

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

- (b) This Agreement may be amended only by a document executed by the parties to this Agreement and by bylaw, such amendment to be effective only upon adoption by District Council of a bylaw to amend Bylaw 8293.

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.

**DISTRICT OF NORTH VANCOUVER  
PUBLIC HEARING**

**4670 Capilano Road  
Eight-Unit Townhouse Project**

REPORT of the Public Hearing held in the Council Chambers of the Municipal Hall, 355 West Queens Road, North Vancouver, B.C. on Tuesday, May 29, 2018 commencing at 7:00 p.m.

- Present:** Mayor R. Walton  
Councillor R. Bassam (via telephone)  
Councillor M. Bond  
Councillor J. Hanson  
Councillor R. Hicks
- Absent:** Councillor D. MacKay-Dunn  
Councillor L. Muri
- Staff:** Mr. J. Gordon, Manager – Administrative Services  
Mr. M. Hartford, Planner  
Ms. S. Dale, Confidential Council Clerk  
Mr. D. Veres, Development Planner

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**District of North Vancouver Rezoning Bylaw 1370 (Bylaw 8292)**

*Purpose of Bylaw:*

Bylaw 8292 proposes to amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 117 (CD117) and rezone the subject site from Single-Family Residential 7200 Zone (RS3) to CD117. The CD117 Zone addresses use and accessory uses, density, amenities, setbacks, site and building coverage, building height, landscaping and parking.

**1. OPENING BY THE MAYOR**

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

Mayor Richard Walton, stated that:

- All persons who believe that their interest in property is affected by the proposed bylaw will be afforded a reasonable opportunity to be heard and to present written submissions;
- Council will use the established speakers list. At the end of the speakers list, the Chair may call on speakers from the audience;
- Each speaker will have five minutes to address Council for a first time and should begin remarks to Council by stating their name and address;
- All members of the audience are asked to be respectful of one another as diverse opinions are expressed. Council wishes to hear everyone's views in an open and impartial forum;
- Council is here to listen to the public, not to debate the merits of the bylaw; and,



- At the conclusion of the public input Council may request further information from staff which may or may not require an extension of the hearing, or Council may close the hearing after which Council should not receive further new information from the public.

Mr. James Gordon, Manager – Administrative Services, further stated:

- Everyone at the Hearing will be provided an opportunity to speak. If necessary, the Hearing will continue on a second night;
- After everyone who wishes to speak has spoken once, speakers will then be allowed one additional five minute presentation;
- Any additional presentations will only be allowed at the discretion of the Chair;
- The binder containing documents and submissions related to the bylaw is available on the side table to be viewed; and,
- The Public Hearing is being streamed live over the internet and recorded in accordance with the *Freedom of Information and Protection of Privacy Act*.

## **2. INTRODUCTION OF BYLAWS BY THE CLERK**

Mr. James Gordon, Manager – Administrative Services, introduced the proposed bylaw, stating that Bylaw 8292 proposes to amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 117 (CD117) and rezone the subject site from Single-Family Residential 7200 Zone (RS3) to CD117. The CD117 Zone addresses use and accessory uses, density, amenities, setbacks, site and building coverage, building height, landscaping and parking.

## **3. PRESENTATION BY STAFF**

Mr. Darren Veres, Development Planner, provided an overview of the proposal elaborating on the introduction by the Manager – Administrative Services. Mr. Veres advised that:

- The subject site is just over 20,000 sq. ft. in size (20,048sq.ft.) and is one single-family lot;
- It is located mid-block along Capilano Road between Teviot Place and Montroyal Boulevard;
- The adjacent uses consist of a small neighbourhood convenience shopping mall with single-family homes on the east and west side of the property and townhomes in a similar scale and configuration to the south;
- It is designated in the Official Community Plan as Residential Level 3: Attached Residential, which is intended for ground-oriented multifamily housing with a density of up to approximately 0.8 FSR;
- The project has been reviewed against the Upper Capilano Local Area Plan Reference Policy document adopted in 1999;
- The Upper Capilano Local Area Plan Reference Policy document designated this site and the property to the south as Site 6, which permitted 17 townhouses and the project to the south was redeveloped in 2003;
- The project addresses the OCP's goals of encouraging housing types to accommodate people in all stages of life as well as the provision of family-oriented units;

- The site has also been reviewed against guidelines for Form and Character of Ground-Oriented Housing, Energy and Water Conservation and Green House Gas Emission Reduction and Wildfire Hazard and Streamside Protection;
- The proposal is for eight ground-oriented townhouse units in 2 three-storey buildings. One of the building faces Capilano Road and the other faces an internal courtyard with ground-level parking accessed off a shared driveway with the property to the south 4650 Capilano Road;
- Access over the neighboring property was secured through an easement when the property to the south was developed in 2003;
- The proposal includes two parking spaces per unit which are located in attached garages and one visitor parking space, for a total of seventeen dedicated parking spaces;
- All of the units contain three-bedrooms and range in size from 171 m<sup>2</sup> (1850 sq. ft.) to 204 m<sup>2</sup> (2220 sq. ft.);
- There is an existing drainage ditch at the rear of the property which is to be upgraded to a bioswale and planted with water-loving native species. This planted area also provides an enhanced buffer to the single-family homes to the east;
- In accordance with the District's Community Amenity Contribution policy for increased density, the Community Amenity Contribution for this project is calculated to be \$162,408;
- It is anticipated these CAC's will be directed towards public art; park and trail improvements; affordable housing fund; or, public realm infrastructure improvements;
- Offsite contributions include street trees, street lights and curb and gutter upgrades for a value of approximately \$50,000;
- The project complies with use and density provisions of the Official Community Plan and Upper Capilano Local Area Plan Reference Policy document;
- The project will meet BC Building Code Step Code 3;
- The project is proposing to provide basic design features to facilitate building access and usability and enhanced accessibility features where appropriate;
- The project was reviewed by the Advisory Design Panel in November 2017 and was recommended for approval;
- A Construction Traffic Management Plan has been submitted and a final version will be required prior to building permit; and,
- It is anticipated the project will generate 4.69 additional trips in the afternoon peak hour.

A facilitated Public Information meeting was held on October 12, 2017 and was attended by nine members of the public. The public asked questions about the potential odour and noise from the adjacent commercial property to the north; encroachment into the ditch; the price point of the units; increased traffic on Capilano Road and indicated a preference for adding a specific tree species into the landscaping. In response, the applicant has revised the plan to include more buffer planting along the north side of the property, incorporate European Beech Trees from the southern property and provide a five metre planted buffer to the bioswale.

#### **4. REPRESENTATIONS FROM THE APPLICANT**

##### **4.1. Mr. James Fox, Wedgewood Capilano Homes Ltd.:**

- Spoke to the history and context of the proposed development;
- Noted that community consultation has taken place and the developer has worked with residents to address their needs; and,
- Commented that the proposed development will provide diverse housing options.

##### **4.2. Mr. Jim Bussey, Raymond Letkeman Architects Inc.:**

- Provided an overview of the proposed site plan and building design;
- Reported that the proposal includes sixteen parking spaces and one dedicated visitor space;
- Noted that a central feature of the landscape plan is a bioswale that runs along the eastern property line where a small drainage ditch currently exists; and,
- Commented that the elevation design will keep a low massing on Capilano Road.

##### **4.3. Mr. Gerry Eckford, ETA Landscape Architecture:**

- Opined that the landscape architecture is in keeping with the character of the neighbourhood; and,
- Spoke to the proposed tree retention and replacement plan.

In response to a question from Council, the developer advised that the proposal includes sixteen parking spaces in two-car garages accessed off an internal lane. The proposal includes one dedicated visitor space plus the potential for additional visitor parking on the individual driveway aprons.

In response to a question from Council, the developer advised that the applicant is proposing to replant thirty-four trees which are mix of deciduous and coniferous and include five 3.5m Western Red Cedars in the bioswale.

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

##### **5.1. Mr. Lyle Thompson, 4700 Block Glenwood Avenue:**

**OPPOSED**

- Spoke in opposition to the proposed development;
- Expressed concern with the removal of trees and spoke to the benefits that mature trees provide; and,
- Expressed concern with traffic congestion and pedestrian safety.

##### **5.2. Mr. Cole Thompson, 4700 Block Glenwood Avenue:**

**OPPOSED**

- Spoke in opposition to the proposed project;
- Expressed concern with the removal of mature trees; and,
- Commented that the forested area provides a gathering space for children to play.

##### **5.3. Mr. Ric Woods, 4700 Block Glenwood Avenue:**

**OPPOSED**

- Expressed concern with the massing and setback of the proposed development.

##### **5.4. Mr. Peter Thompson, 900 Block Clements Avenue:**

**IN FAVOUR**

- Spoke in support of the proposed project;
- Commented that the proposed development will meet the vision of the Official Community Plan;

- Commented on the site's close proximity to transit;
- Spoke to the quality of schools surrounding the Upper Capilano area;
- Opined that there will not be a significant impact on traffic; and,
- Noted that residents will not be displaced during construction.

**5.5. Mr. Ray Nesley, 4700 Block Capilano Road:**

**IN FAVOUR**

- Spoke in support of the proposed development; and,
- Commented on the site's close proximity to transit.

In response to a question from Council, staff advised that a typical side-yard setback in the District is 6 ft. It was also noted that should this proposal not go ahead up to a 4,200 sq. ft. house could be built on this site.

In response to a question from Council, the developer advised that there is potential for additional visitor parking on individual driveways which could accommodate an extra two cars.

In response to a question from Council, staff advised that offsite contributions include street trees, street lights and curb and gutter upgrades for a value of approximately \$50,000.

In response to a question from Council, staff advised that all buildings will meet BC Building Code's Level 3 to be implemented July 1, 2018.

In response to a question from Council regarding the cost of units, the developer advised that the sale prices have not been set but noted that townhouses are anticipated to range in price from \$1.5 million to \$1.7 million.

In response to a concerns and suggestions, the developer advised that the following revisions have been incorporated into the proposal:

- Increased screening between the buildings and the commercial property to the north with a large hedge and solid privacy fence;
- Removal of all development from the ditch setback area and included a protective fence;
- Incorporated beech trees into the landscape plan; and,
- Provided a draft construction traffic management plan which will minimize impacts to neighbours during the construction period for the project.

**5.6. Ms. Jas MacGillivray, 4700 Block Glenwood Avenue:**

**COMMENTING**

- Expressed concern with the loss of greenspace;
- Opined that there is not enough common area for children to play;
- Noted that she is not opposed to development; and,
- Suggested that the project be reduced to six or seven townhouses.

**5.7. Mr. Grig Cameron, 1000 Block Clements Avenue:**

**IN FAVOUR**

- Spoke in support of the proposed development;
- Commented that the proposed development satisfies the vision of the Official Community Plan;
- Commented that the proposed development will provide diverse housing options;
- Stated that more townhouse developments are needed in the District; and,
- Spoke to the consequences of building more monster homes.



**5.8. Ms. Michelle Dunn, 4700 Block Glenwood Avenue: COMMENTING**

- Spoke in support of the proposed development;
- Urged the developer to take into consideration the needs of the residents that currently live in the neighbourhood;
- Expressed concern with the removal of trees;
- Commented that there is not a common space for children to play;
- Opined that the proposal is not affordable for a regular income family; and,
- Suggested that the proposed development be reduced to six or seven townhouse units.

**5.9. Mr. Corrie Kost, 2800 Block Colwood Drive: COMMENTING**

- Noted that nine townhouse units were initially proposed and has been reduced to eight units.

**5.10. Mr. Lyle Thompson, 4700 Block Glenwood Avenue: SPEAKING A SECOND TIME**

- Spoke to the design of the proposed development;
- Expressed concern that the proposal does not include grade-level access to any of the townhouse units without the use of stairs;
- Expressed concern that there is not a gathering space for children to play;
- Spoke to the shadowing analysis expressing concern; and,
- Urged the developer to continue to engage with residents in this neighbourhood.

**5.11. Ms. Paula Burgerjon, 4700 Block Glenwood Avenue: IN FAVOUR**

- Spoke in support of the proposed project;
- Suggested that the proposed development be reduced to six townhouse units; and,
- Expressed concern with the sixteen parking spaces provided noting that residents should be encouraged to use transit.

**5.12. Ms. Holly Joy, 1100 Block Montroyal Boulevard: COMMENTING**

- Expressed concern with the loss of greenspace; and,
- Expressed concern that the proposal does not include grade-level access to any of the townhouse units without the use of stairs.

**6. QUESTIONS FROM COUNCIL**

In response to a question from Council, the developer advised that grade-level entry can be accessed through the garage without the use of stairs.

**7. COUNCIL RESOLUTION**

**MOVED by Councillor HANSON**

**SECONDED by Councillor BOND**

THAT the May 29, 2018 Public Hearing be closed;

AND THAT "District of North Vancouver Rezoning Bylaw 1358 (Bylaw 8251)" be returned to Council for further consideration.

**CARRIED**  
(8:24 p.m.)

**CERTIFIED CORRECT:**

A handwritten signature in cursive script, appearing to read "S. Dale".

---

Confidential Council Clerk

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

March 16, 2018  
File: 08.3060.20/041.17

**AUTHOR:** Darren Veres, Development Planner

**SUBJECT:** Bylaws 8292 and 8293: Rezoning and Housing Agreement for an Eight-Unit Townhouse Project: 4670 Capilano Road

### RECOMMENDATION

THAT the "District of North Vancouver Rezoning Bylaw 1370 (Bylaw 8292)" to rezone the subject site from Single Family Residential 7200 Zone (RS3) to Comprehensive Development Zone 117 (CD117) be given FIRST reading;

AND THAT "Housing Agreement Bylaw 8293, 2017 (4670 Capilano Road)" which authorizes a Housing Agreement to prevent future restrictions on the subject property, be given FIRST reading;

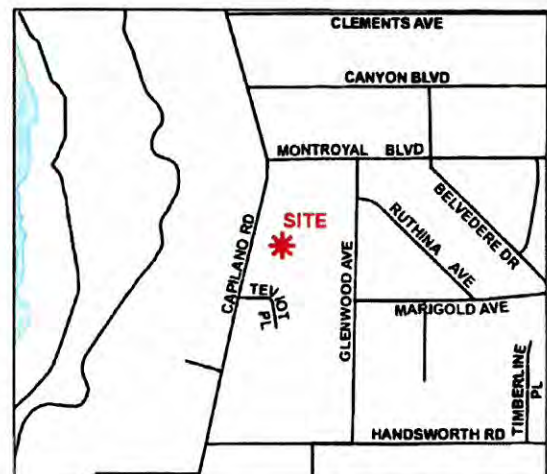
AND THAT "District of North Vancouver Rezoning Bylaw 1370 (Bylaw 8292)" be referred to a public hearing.

### REASON FOR REPORT

The applicant proposed to redevelop one single-family lot with eight ground-oriented townhouses.

The proposed project requires Council's consideration of:

- Bylaw 8292 to rezone the subject properties;
- Bylaw 8293 to authorize a housing agreement to ensure all future owners are eligible to rent their units; and
- Issuance of a Development Permit.





**SUBJECT: Bylaws 8292 and 8293: Rezoning and Housing Agreement for an Eight-Unit Townhouse Project: 4670 Capilano Road**

March 16, 2018

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**SUBJECT PROPERTY**

The site is located mid-block along the east side of Capilano Road and consists of one single-family lot. Adjacent properties consist of townhouses and a commercial strip-mall to the north, single-family homes to the east and west, and townhouses to the south.

**EXISTING POLICY**

Official Community Plan

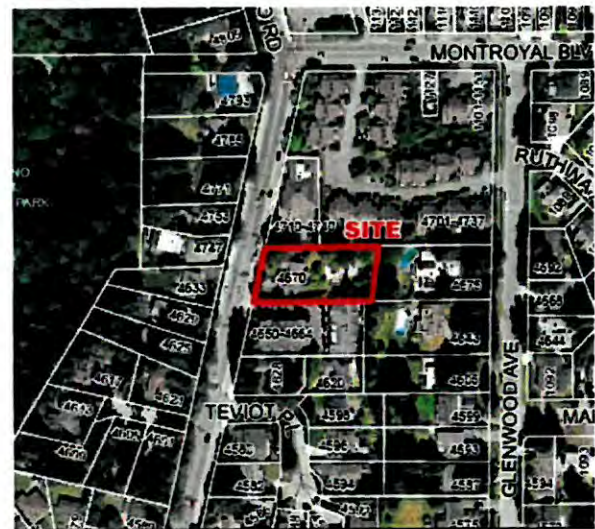
The Official Community Plan (OCP) designates the site as “Residential Level 3: Attached Residential”, which envisions ground-oriented multifamily housing at a density of up to approximately 0.8 FSR.

The Upper Capilano Local Area Plan (1999), which is the reference policy document for this neighbourhood, designates this site for “Ground-Oriented Residential” with approximately 17 units on this site and the site to the south. The site to the south consists of eight townhouse units.

The proposal is consistent with the land use designations of both plans.

The surrounding properties are designated in the OCP as Residential Level 3: Attached Residential, Residential Level 2: Detached Residential, and Commercial Retail Mixed Use Level 1.

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





**SUBJECT: Bylaws 8292 and 8293: Rezoning and Housing Agreement for an Eight-Unit Townhouse Project: 4670 Capilano Road**

March 16, 2018

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Zoning

The subject property is zoned Residential Single-Family 7200 Zone (RS3) and therefore requires rezoning to permit this multi-family project. Bylaw 8292 proposes the establishment of a new Comprehensive Development Zone 117 (CD117) tailored specifically to this project. The proposed CD117 zone prescribes permitted uses and zoning provisions such as a maximum number of eight units, height, setbacks, and parking requirements.

Strata Rental Protection Policy

Corporate Policy 8-3300-2 "Strata Rental Protection Policy" applies to this project as the rezoning application would permit development of more than five units. The policy requires a Housing Agreement to ensure that future strata bylaws do not prevent owners from renting their units and Bylaw 8293 is provided to implement that Policy.

Housing Affordability and Diversity

In accordance with the Rental and Affordable Housing Strategy, this application is meeting goal number one of expanding the supply and diversity of housing through the provision of family-oriented townhouse units which are in high demand and short supply in the District. These town homes offer ground-oriented family alternatives to single detached home ownership and will be attractive to young couples who are part of the District's "missing generation."

**ANALYSIS:**

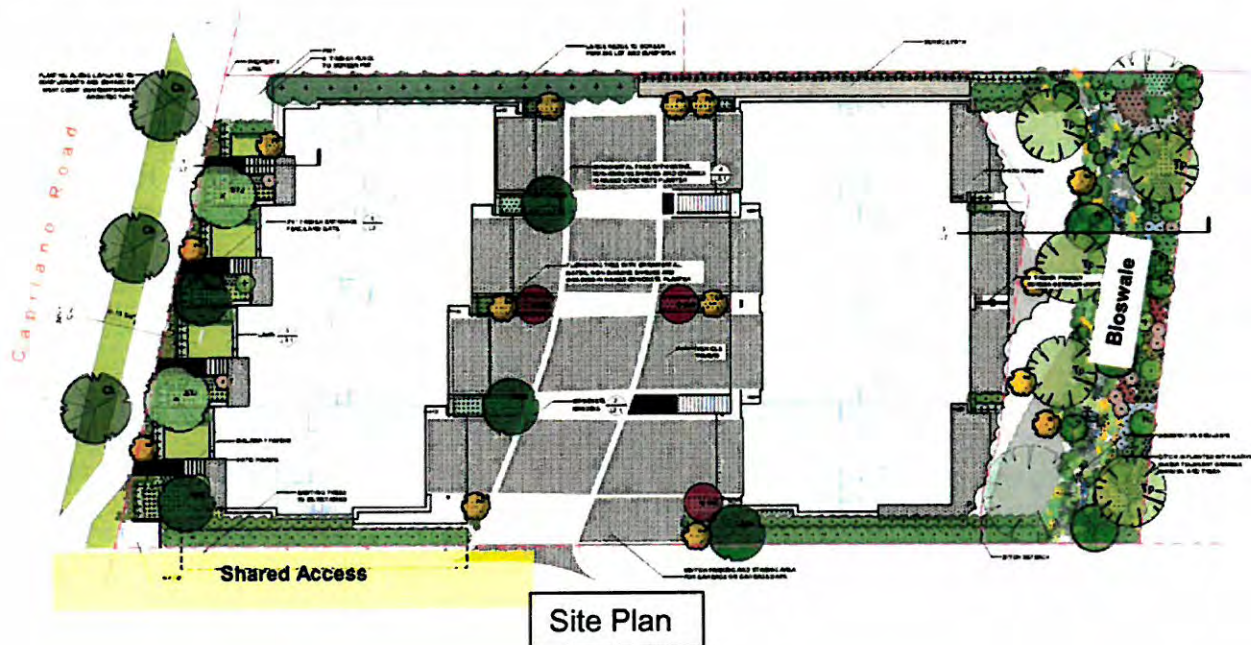
Site Plan and Project Description

The project consists of eight townhouses in two buildings (see site plan of following page). One building fronts Capilano Road while the other faces an internal courtyard and drive aisle. A landscaped bioswale runs along the east side of the property. The townhouses are each three storeys in height and have their own ground-level parking garages. The garages are accessed off a shared driveway with the property to the south at 4650 – 4664. This access was secured with an easement when the adjacent property was developed.

**SUBJECT: Bylaws 8292 and 8293: Rezoning and Housing Agreement for an Eight-Unit Townhouse Project: 4670 Capilano Road**

March 16, 2018

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All of the units have three bedrooms on the upper level and range in size from 171m<sup>2</sup> (1,850 sq ft) to 204m<sup>2</sup> (2,220 sq ft), excluding the garages. The individual buildings are approximately 10.7 m (35.3 ft) in height. Renderings of the project are below.



*Rendering of proposal looking north along Capilano Road*



*Rendering of proposal looking east from Capilano Road*

**Development Permit**

The subject properties are located within Development Permit Areas for the following purposes:

- Form and Character of Multi-Family Development (Ground-Oriented Housing);
- Energy and Water Conservation and Greenhouse Gas Emission Reductions;
- Protection of Development from Hazardous Conditions: Wildfire Hazard: Wildfire Interface Area; and
- Protection of the Natural Environment: Streamside Protection.

**SUBJECT: Bylaws 8292 and 8293: Rezoning and Housing Agreement for an Eight-Unit Townhouse Project: 4670 Capilano Road**

March 16, 2018

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

Advisory Design Panel

The application was considered by the Advisory Design Panel (ADP) on November 9, 2017 and the Panel recommended approval of the project subject to review of items to the satisfaction of staff. In response, the following revisions have been made:

- A variety of planting including seven Beech trees have been added to the central space for additional softening of the central courtyard area;
- North elevation has been revised to add more contrast through the use of different material and colour, plus longer flat roof overhang to create shadow.
- Planting added to along the north pathway to provide for additional screening from the adjacent commercial parking lot.

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 District's Accessible Design Policy encourages ground-oriented units to include accessible design features where feasible. The proposal does not include grade-level access to any of the townhouse units without the use of stairs. Despite this limitation, the applicant is proposing to install some accessible design measures in all of units to support aging in place.

The proposal also includes a conduit in all staircases for future electrical installation for a lift, and reinforced backing for support.

Vehicle Parking

The proposal includes 16 parking spaces in two-car garages accessed off an internal lane. The proposal includes one dedicated visitor space plus the potential for additional visitor parking on the individual driveway aprons.

Off-site improvements

The application includes improved street frontages with street tree plantings and streetlight upgrades, curb, gutter, and paving improvements.



**SUBJECT: Bylaws 8292 and 8293: Rezoning and Housing Agreement for an Eight-Unit Townhouse Project: 4670 Capilano Road**

March 16, 2018

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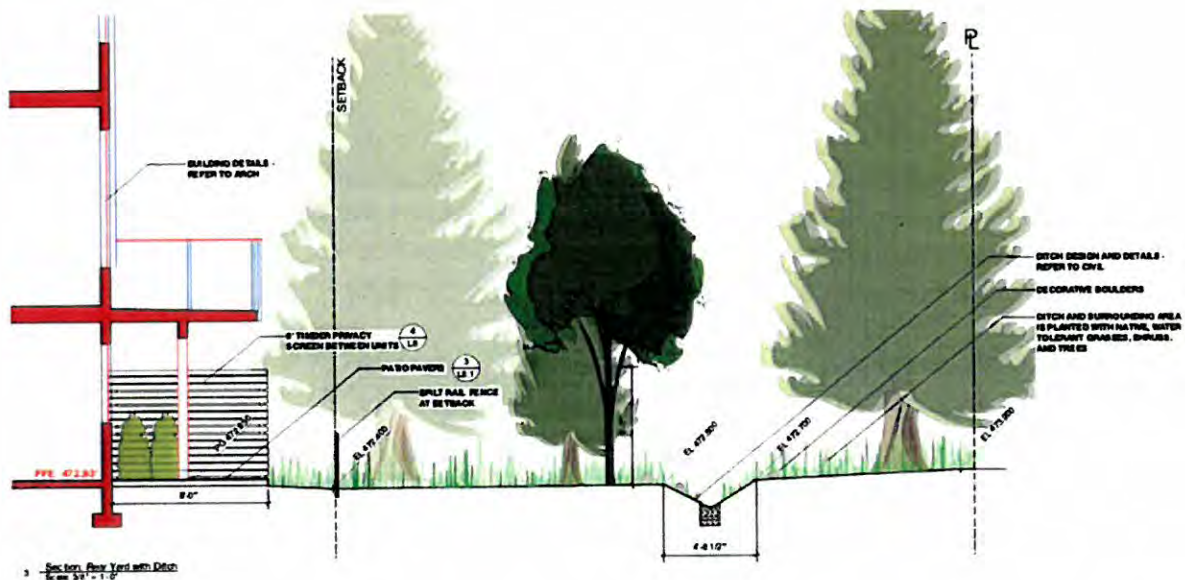
Community Amenity Contribution

The District's Community Amenity Contribution (CAC) Policy outlines expectations for contribution for projects which result in an increase in density. A CAC of \$162,408 will be included in the proposed CD117 Zone. It is anticipated that the CACs from this development will be directed toward public art; park and trail improvements; the affordable housing fund; or, other public realm infrastructure improvements.

Landscaping

Landscaping is proposed around the perimeter of the site and throughout the interior courtyard and drive aisles.

A central feature of the landscape plan is a bioswale that runs along the eastern property line where a small drainage ditch currently exists. The bioswale will be planted with native non-invasive, water-tolerant grasses, shrubs, trees, and includes a number of decorative boulders. The new development will be setback from this area by a five metre buffer area and will be protected with a 1m (3 ft) split-rail environmental fence (see below).



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

Trees

Thirteen onsite tree, three District trees, and three trees on the neighbouring property to south have been identified for removal to accommodate the proposed development. In place of these trees, the



**SUBJECT: Bylaws 8292 and 8293: Rezoning and Housing Agreement for an Eight-Unit Townhouse Project: 4670 Capilano Road**

March 16, 2018

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applicant is proposing to replant 34 trees which are mix of deciduous and coniferous and include five 3.5m Western Red Cedars in the bioswale.

**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, and the Arts Office.

**Construction Traffic Management Plan:**

In order to reduce development's impact on pedestrian and vehicular movements, the applicant is required to provide a Construction Traffic Management Plan (CTMP) as a condition of a Development Permit. The plan must outline how the applicant will coordinate with the mixed-use project located at 5020 Capilano Road, should that project also advance, to minimize construction impacts on pedestrian and vehicle movement along Capilano Road. The plan is required to be approved by the District prior to issuance of a building permit.

In particular, the Construction Traffic Management Plan must:

1. 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 sharing construction schedule 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:**

**Public Information Meeting:**

The applicant held a facilitated Public Information Meeting on October 12, 2017.

Notices were distributed to 81 addresses within approximately a 100 metre radius of the site. One sign was placed on the property to notify passersby of the meeting, and advertisements were placed in the North Shore News on October 4<sup>th</sup> and 6<sup>th</sup>.

**SUBJECT: Bylaws 8292 and 8293: Rezoning and Housing Agreement for an Eight-Unit Townhouse Project: 4670 Capilano Road**

April 6, 2018

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The meeting was attended by approximately nine residents. Concerns raised at the meeting and in emails received during the feedback period included smells and sounds from the adjacent commercial property, encroachment into the ditch area, projected unit price, and increased traffic on Capilano Road. There was also a suggestion to incorporate the same variety of Beech trees which are found in the property to the south.

In response to these concerns and suggestions, the applicant has incorporated the following revisions to the proposal:

- provided increased screening between the buildings and the commercial property to the north with a large hedge and solid privacy fence;
- removed all development from the ditch setback area and included a protective fence;
- incorporated beech trees into the landscape plan; and
- provided a draft construction traffic management plan which will minimize impacts to neighbours during the construction period for the project.

Vehicular traffic demand can be accommodated by the existing road network. Access is proposed to be shared with the property to the south.

With respect to housing affordability, the proposal complies with the Rental and Affordable Housing Strategy in that it proposes to replace an older single-family home with eight town houses which are an alternative to single-family housing and may be more affordable than many of the existing single-family homes in the area, and will contribute CACs, which may be allocated to affordable housing subject to Council's direction on the long term funding strategy.

**IMPLEMENTATION:**

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

Bylaw 8292 (Attachment 1) rezones the subject site from RS3 to a new Comprehensive Development Zone 117 (CD117) which:

- establishes the permitted residential uses;
- allows home occupations as an accessory use;
- establishes the maximum permitted floor area on the site;
- establishes a density bonus equal to an FSR of 0.8 subject to payment of a \$162,408 CAC and entering into a housing agreement to restrict future strata rental restrictions;
- establishes setback and building height regulations; and,
- establishes parking regulations specific to this project.

Bylaw 8293, (Attachment 2) authorizes the District to enter into a Housing Agreement to ensure that there will be no future restrictions on renting the units.

**SUBJECT: Bylaws 8292 and 8293: Rezoning and Housing Agreement for an Eight-Unit Townhouse Project: 4670 Capilano Road**

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A legal framework will be required to support the project and it is anticipated that a development covenant will be used to secure items such as the details of off-site servicing requirements.

Additional legal documents required for the project will include:

- a development covenant to reference the general form and layout of project as well as requirements for off-site servicing;
- a stormwater management covenant;
- a registration of housing agreement regarding prohibition of rental restrictions for strata units; and
- an engineering servicing agreement (including construction management plan).

**CONCLUSION:**

This project is consistent with the directions establishes in the District's OCP and the Upper Capilano Local Area Plan Reference Policy Document. It addresses the OCP housing objectives related to the provision of a range of housing options, in this case, family housing in a townhouse format.

The rezoning proposal is now ready for Council's consideration.

**Options:**

The following options are available for Council's consideration:

1. Introduce Bylaws 8292, and 8293 and refer Bylaw 8292 to a Public Hearing (staff recommendation); or,
2. Defeat the bylaws at First Reading.



Darren Veres  
Development Planner

**Attachments:**

1. Architectural and Landscape Plans
2. Bylaw 8292 – Rezoning
3. Bylaw 8293 – Housing Agreement

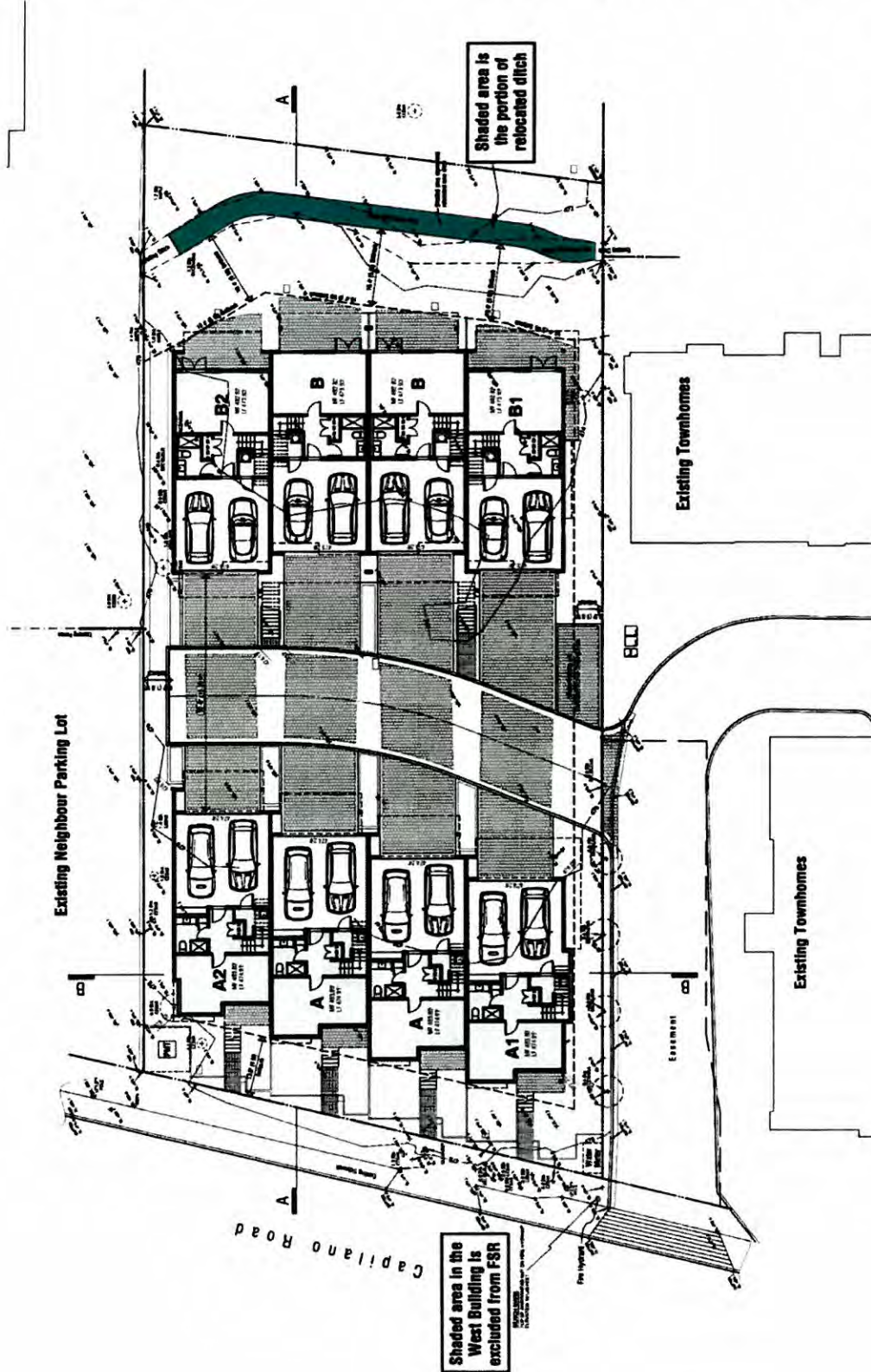
**SUBJECT: Bylaws 8292 and 8293: Rezoning and Housing Agreement for an Eight-  
Unit Townhouse Project: 4670 Capilano Road**

April 6, 2018

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









**RAYMOND LERIGMAN**  
 ARCHITECTS LTD.  
 100-1117 160th Street, Suite 100, Surrey, BC  
 V4N 1C1, Canada. Tel: 604-591-1600  
 Fax: 604-591-1601  
 www.raymondlerigman.com

**WEDGEWOOD VENTURES LTD.**  
 4670 Capilano Road  
 North Vancouver, BC  
 V7P 3K1, Canada. Tel: 604-441-1111  
 Fax: 604-441-1112  
 www.wedgewoodventures.com

**WEDGEWOOD VENTURES LTD.**

**4670 Capilano**

**Type B - East Building**  
 Renders  
 1/19/2019

**A-3.02**















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

**Bylaw 8292**

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

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

**1. Citation**

This bylaw may be cited as "District of North Vancouver Rezoning Bylaw 1370 (Bylaw 8292)".

**2. Amendments:**

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

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

"Comprehensive Development Zone 117                      CD117"

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

**"4B117 Comprehensive Development Zone 117                      CD117"**

**The CD117 zone is applied to:**

4670 Capilano Road, Lot A of Lot 3 Block D District Lot 595 Plan 9296,  
PID: 009-669-953

**4B 117-1 Intent**

The purpose of the CD117 Zone is to establish specific land use and development regulations for an eight-unit townhouse project.

#### **4B 117- 2 Permitted Uses:**

The following *principal* uses shall be permitted in the CD117 Zone:

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

Not Applicable

##### **(b) Conditional Uses:**

- (i) Residential building, multiple-family townhouse

#### **4B 117-3 Conditions of Use**

- (a) Balcony enclosures not permitted

#### **4B 117-4 Accessory Use**

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

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

#### **4B 117-5 Density**

- (a) The maximum permitted density in the CD117 Zone is limited to a floor space ratio (FSR) of 0.45, and a maximum of 1 unit;

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

- i. garage spaces up to a maximum of 41.7 m<sup>2</sup> (449 sq ft)
  - ii. floor area contain within that part of the buildings having an adjacent exposed perimeter wall of less than 1.22m (4.0 ft) from the main floor geodetic to the finished grade up to a maximum of 464m<sup>2</sup> (5,000 sq ft) are excluded

- (c) Balcony enclosures are not permitted.

#### **4B 117-6 Amenities**

- (a) Despite subsection 4B117-5, density in the CD117 Zone is increased to a maximum floor space of 1,482m<sup>2</sup> (15,951 sq ft), inclusive of any density bonus for energy performance and a maximum of 8 units, if the owner:

- 1. Enters into a Housing Agreement prohibiting any restrictions preventing the owners in the project from renting their units; and



2. Contributes \$162,408 to the municipality to be used for any or all of the following amenities (with allocation to be determined by the municipality in its sole discretion): public art; park, trail, environmental, pedestrian or other public realm, infrastructure improvements; municipal, recreation or social service facility or service / facility improvements; and/or the affordable housing fund.

**4B 117-7 Maximum Principal Building Size:**

Not applicable

**4B 117-8 Setbacks:**

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

<b>Setback</b>	<b>Buildings (Minimum Setback)</b>
Front (west property line)	4.0m (13ft) to the building face
Rear (east property line)	11.3m (37ft) to the building face
Side (north property line)	1.83m (6ft) to the building face
Side (south property line)	1.83m (6ft) to the building face

- b) No projecting features of a building can be within 1.2m (4ft) of a side property line.

**4B 117-9 Building Orientation:**

Not applicable

**4B 117-10 Building Depth and Width:**

Not applicable

**4B 117-11 Coverage:**

- (a) Building Coverage shall not exceed 48%.
- (b) Site Coverage shall not exceed 75%.

**4B 117-12 Height:**

The maximum permitted height for each building is 11.2m (36.8ft).

**4B 117-13 Flood Construction Requirements:**

Not applicable

**4B 117-14 Landscaping:**

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

**4B 117-15 Subdivision Requirements:**

Not applicable

**4B 117-16 Additional Accessory Structure Regulations:**

Not applicable.

**4B 117-17 Parking and Loading Regulations:**

- (a) Parking spaces shall be provided on the basis of 2 spaces/unit plus 1 visitor space; and
- (b) All parking spaces shall meet the minimum length and width standards established in Part 10 of the District of North Vancouver Zoning Bylaw."

2.2 The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from the Residential Single Family 7200 Zone (RS3) to Comprehensive Development Zone 117 (CD117).

**READ** a first time

**PUBLIC HEARING** held

**READ** a second time

**READ** a third time

**ADOPTED**

\_\_\_\_\_  
Mayor

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

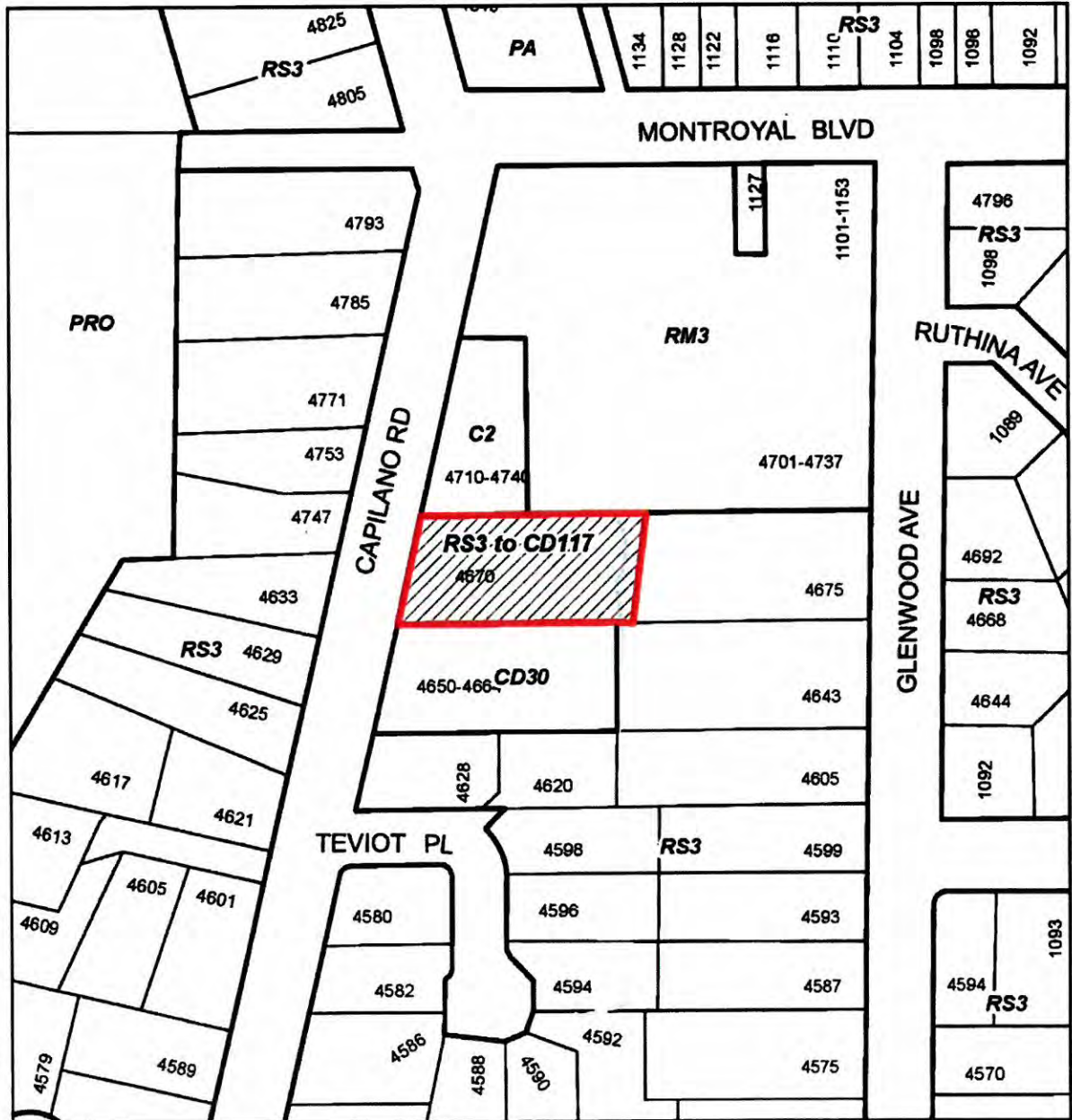
Certified a true copy

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

Schedule A to Bylaw 8292

**BYLAW 8292**

**The District of North Vancouver Rezoning Bylaw 1370 (Bylaw 8292)**



RESIDENTIAL SINGLE FAMILY 7200 ZONE (RS3) TO  
COMPREHENSIVE DEVELOPMENT ZONE 117 (CD117)





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

**Bylaw 8293**

A bylaw to enter into a Housing Agreement  
(4670 Capilano Road)

---

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

**1. Citation**

This bylaw may be cited as "Housing Agreement Bylaw 8293, 2017 (4670 Capilano Road)".

**2. Authorization to Enter into Agreement**

2.1 The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Wedgewood Capilano Homes Ltd. (Inc. No. BC1043762) substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands:

(a) PID 009-699-953 Lot A of Lot 3 Block D District Lot 595 Plan 9296

**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 8293

### SECTION 219 COVENANT – HOUSING AGREEMENT

THIS AGREEMENT is dated for reference the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BETWEEN:

**WEDGEWOOD CAPILANO HOMES LTD.** (Inc. No. BC1043762) a company incorporated under the laws of the Province of British Columbia having an office at 450 East 21<sup>st</sup> Street, North Vancouver, BC V7L 3C2

(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:

## **Article 1 DEFINITIONS**

### **1.01 Definitions**

In this agreement:

- (a) "Development Permit" means development permit No. \_\_\_\_\_ issued by the District;
- (b) "Lands" means land described in Item 2 of the *Land Title Act* Form C to which this agreement is attached;
- (c) "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 8 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.

## **Article 2 TERM**

This Agreement will commence upon adoption by District Council of Bylaw 8293 and remain in effect until terminated by the District as set out in this Agreement.

## **Article 3 RENTAL ACCOMODATION**

### **3.01 Rental Disclosure Statement**

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

- (i) 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

- (j) 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*.



#### **Article 4 DEFAULT AND REMEDIES**

##### **4.01 Notice of Default**

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

##### **4.02 Costs**

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

##### **4.03 Damages an Inadequate Remedy**

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

##### **4.04 Equitable Remedies**

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

##### **4.05 No Penalty or Forfeiture**

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

##### **4.06 Cumulative Remedies**

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

## **Article 5 LIABILITY**

### **5.01 Indemnity**

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

### **5.02 Release**

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

### **5.03 Survival**

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

## **Article 6 GENERAL PROVISIONS**

### **6.01 District's Power Unaffected**

Nothing in this Agreement:

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

6.02 Agreement for Benefit of District Only

The Owner and District agree that:

- (a) this Agreement is entered into only for the benefit of the District:
- (b) this Agreement is not intended to protect the interests of the Owner, any Unit Owner, any occupant 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.

**Article 7 INTERPRETATION**

7.01 References

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

7.02 Construction

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

7.03 No Limitation

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

7.04 Terms Mandatory

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

7.05 Statutes

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

7.06 Entire Agreement

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

- (b) This Agreement may be amended only by a document executed by the parties to this Agreement and by bylaw, such amendment to be effective only upon adoption by District Council of a bylaw to amend Bylaw 8293.

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.

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AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>June 18, 2018</u>
<input type="checkbox"/> Workshop (open to public)	Date: _____

 Dept. Manager	 GM/ Director	 CAO
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## THE District of North Vancouver

### REPORT TO COUNCIL

June 8, 2018

File: 08.3060.20/110.17

**AUTHOR:** Jennifer Malcolm, Development Planning

**SUBJECT:** 1385-1389 Main Street - Wildeye Brewing  
Endorsement for a Manufacturing Lounge

#### RECOMMENDATION:

THAT the resolution included in Attachment 1 of the report dated June 8, 2018, titled "1385-1389 Main Street - Wildeye Brewing Endorsement for a Manufacturing Lounge" is approved.

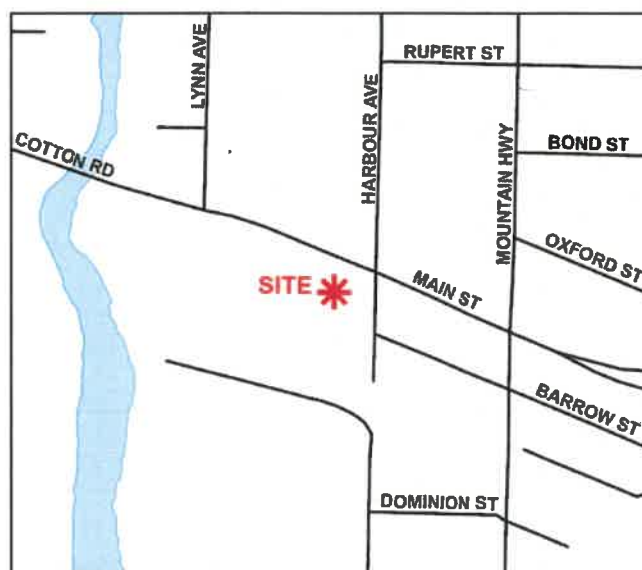
#### REASON FOR REPORT:

The Liquor Control and Licensing Branch (LCLB) issues liquor licenses. A referral has been received by the District from the LCLB for comment on this manufacturing lounge application. This report is provided in response to that LCLB referral. The LCLB provides a template for Council's resolution and staff have prepared the attached resolution in accordance with the LCLB template and the input received on the proposal.

#### SUMMARY:

Wildeye Brewing recently made application to the Province's Liquor Control and Licensing Branch to allow for a brewery lounge with a 75 person capacity. The Provincial licensing process is designed to allow local governments to consider the impact of a license application and provide comments in the form of a resolution.

Staff are recommending support for the 75 person brewery lounge as it will provide an option for a new evening destination venue in the growing Lynn Creek Town Centre and is expected to have minimal impacts on the surrounding community.



In consideration of staff's recommendation, Council may:

1. Approve the attached resolution;
2. Modify then approve the attached resolution; or,
3. Recommend to the LCLB that the application be denied with reasons for that recommendation.

**ANALYSIS:**

Site and Surrounding Area:

The manufacturing lounge is proposed to be located at 1385-1389 Main Street. The Official Community Plan land use designation for the site is "Commercial" (COM) which allows for general commercial and service type uses.

The property is zoned Light Industrial (I3) which permits manufacturing, hobby beer and wine-making establishments, retail food services and accessory uses. In accordance with the Liquor Control and Licensing Branch regulations, manufacturing breweries are eligible to apply for a manufacturing lounge to serve alcoholic beverages on-site. This lounge will be considered 'accessory' use to the primary use of manufacturing, which is compliant with the Light Industrial (I3) Zone.



street parking demand is unlikely to occur as the applicant is providing the required 14 off-street parking stalls that is required by the Zoning Bylaw.

Concurrence:

The proposed has been reviewed by the appropriate District of North Vancouver departments and external agencies to ensure all policies and regulations are met.

District of North Vancouver Fire Department has reviewed the proposed and has indicated that the building must meet the appropriate sprinkler and fire alarm standards, and must submit a construction safety plan at building permit stage. All items are to be approved prior to building permit issuance.

The RCMP has reviewed the proposed and has notified staff that if Wildeye Brewery abides to the policies and procedures of the Liquor Control and Licensing Branch, the RCMP has no opposition to the proposal.

District of North Vancouver Property Use has no opposition to the proposal as zoning requirements are met which would allow issuance of a business license.

District of North Vancouver Bylaws has no opposition to the proposal.

The Senior Licensing Analyst with LCLB has no opposition to the proposal.

Public Input:

The Liquor Control and Licensing Branch requires that municipalities consider the potential impacts on a community prior to passing a motion on liquor licensing applications.

To address the Provincial requirements staff completed the following notification procedure in accordance with District Public Notification Policy:

- A Public Notice sign was placed on the site; and
- A notice requesting input on the proposal was delivered to neighbours within a 100 meter radius.

Two responses were received from residents with concerns regarding parking and safety in the area. As the applicant has proposed sufficient off-street parking on the adjacent westerly lot, the parking concern is addressed. In regards to safety concerns, the applicant is aware that all policies and procedures of the Liquor Control and Licensing Branch must be met.

Should additional public comments be received, they will be provided to council via agenda addenda prior to Council consideration.



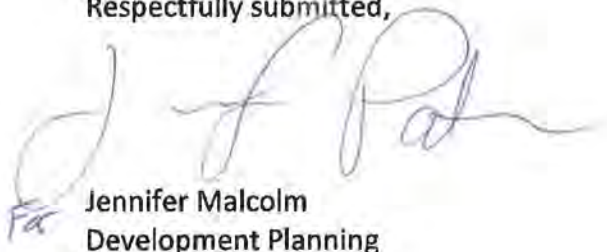
**CONCLUSION:**

The proposed manufacturing lounge is supportable as the impact on the surrounding community is expected to be minimal. The proposed lounge will create minimal noise pollution in the surrounding industrial and commercial area and have a limited impact on parking within the area.

**OPTIONS:**

1. Approve the attached resolution;
2. Modify then approve the attached resolution; or,
3. Recommend to the LCLB that the application be denied with reasons for that recommendation.

Respectfully submitted,



Jennifer Malcolm  
Development Planning

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



**ATTACHMENT 1: COUNCIL RESOLUTION**

“Be it resolved that:

1. The Council recommends the issuance of the manufacturing lounge endorsement for Wildeye Brewing for the following reasons:

*The requested manufacturing lounge endorsement to allow for a lounge with a capacity of 75 patrons and employees during the below operating hours is supported by District Council. This support is given as the establishment is located within an industrial area and the zoning permits the requested accessory use to accommodate a 75 person capacity.*

*This support is provided with the proviso that the license will allow for the sale of alcoholic beverages to a maximum occupancy of 75 people during the operating hours of:*

*Monday to Thursday: 11:00 am – 11:00 pm*

*Friday to Saturday: 11:00 am – 12:00 am*

*Sunday: 11:00 am – 11:00 pm*

2. The Council’s comments on the prescribed considerations are as follows:

- (a) The location of the brewery lounge area:

*Located at 1385-1389 Main Street and zoned Light Industrial (I3), the site is within the Lynn Creek Town Centre. Public access to the building is from the north entrance off of Main Street, with the proposed lounge to occupy less than 25% of the building. Surrounded by commercial and industrial sites, the proposed will not conflict with any nearby social, recreation, or public buildings.*

- (b) The number and market focus of liquor primary establishments within a reasonable distance of the proposed location:

*There are three liquor primary licenses within the general area: “Toby’s Pub & Grill”, “Seymour’s Pub”, and “The Maplewood Taphouse & Eatery” all of which are public houses and provide food service and a variety of beverages. A distillery lounge with a capacity of 10 people is located four blocks north east of the site at 1431 Crown Street. A brewery lounge with a capacity of 30 people is located five blocks north east of the site at 1448 Charlotte St. The proposed brewery lounge endorsement would provide for a third lounge establishment in the area.*

- (c) The impact of noise and other impacts on the community if the application is approved:

*As the location is in a primarily industrial area, noise and other impacts on the surrounding community are expected to be minimal and the venue would likely appeal to the nearby growing town centre community. The proposed manufacturing and accessory use of a lounge requires 14 parking stalls. These 14 parking stalls will be located on the adjacent westerly lot with a new in-and-out access driveway onto Main Street. As the 14 parking stalls are located on a separate parcel, a Restrictive Covenant and Easement will be required to be registered on title for both parcels to ensure that the 14 parking stalls are designated to Wildeye Brewing. Design of parking access and upgrades on the westerly lot are being determined through a Minor Development Permit.*

3. The Council's comments on the views of residents are as follows:

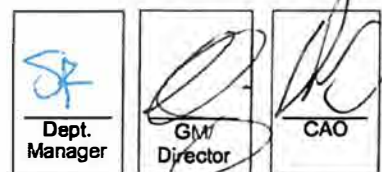
*To address the Provincial requirements staff completed the following notification procedure in accordance with District Public Notification Policy:*

- *A Public Notice sign was placed on the site; and*
- *A notice requesting input on the proposal was delivered to neighbours within a 100 meter radius.*

*Two responses were received from residents with concerns regarding parking and safety in the area. As the applicant has proposed sufficient off-street parking on the adjacent westerly lot, the parking concern was addressed. In regards to safety concerns, the applicant is aware that all policies and procedures of the Liquor Control and Licensing Branch must be met.*

*Council recommends the issuance of the manufacturing lounge endorsement for Wildeye Brewing as they believe the majority of residents in the surrounding area are not opposed to the proposal and that impact on the surrounding community will be minimal."*

AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>June 18, 2018</u>
<input type="checkbox"/> Workshop (open to public)	Date: _____



## The District of North Vancouver REPORT TO COUNCIL

June 8, 2018  
File: 5810-01

**AUTHOR:** Susan Rogers , Manager of Parks

**SUBJECT:** Cates Park / Whey-ah-Wichen Canoe Festival June 28 – 30, 2018

### RECOMMENDATION:

THAT the Parks Control Bylaw # 2733 be relaxed to permit overnight camping in Cates Park Whey-ah-Wichen for the Tsleil Waututh Nation Canoe Festival on June 28 – June 30.

### REASON FOR REPORT:

The Tsleil Waututh Nation Canoe Club has approached the Cates Park / Whey-ah-Wichen Co-Management Committee and the Parks Events Office to request support to host their annual Canoe Race Event at Cates Park / Whey-ah-Wichen between June 28 - 30, and to permit overnight camping for the visiting First Nations canoe race teams on June 28 and 29. This would require Council to relax the Parks Control Bylaw because the park closes at night, 10 pm – 6 am, and overnight camping is not allowed under the present Parks Bylaw.

### SUMMARY:

The Tsleil Waututh Canoe Race event has had a long, rich cultural history in Cates Park Whey-ah-Wichen. The Canoe Race event will be the 9th consecutive year that the Tsleil Waututh Nation has hosted Canoe Races at Cates Park / Whey-ah-Wichen. The Parks Event Office and Cates Park / Whey-ah-Wichen Co-Management Committee supports this event. The previous events have all been very well organized and successful with no reported incidents. The costs for the travelling canoe race teams have been kept low by allowing overnight camping within the park. The local Peace Keepers and Tsleil Waututh Canoe Club Event Organizers will close and watch over the park at night during the event weekend.

### BACKGROUND:

The Tsleil Waututh Nation has hosted an annual Canoe Race event in Cates Park / Whey-ah-Wichen for many years, and it is normally held on a weekend in June or July each year. First Nations Canoe Race Teams from around the Lower Mainland and Vancouver Island have come to race their ocean canoes and camped overnight in the park. The Canoe Race event has been one of the District's more successful and popular Community Events. Roughly 500 people will gather in the park to participate in the canoe races.

### EXISTING POLICY:

12-5900-02 Community Events in Parks and Public Open Spaces.



**ANALYSIS:**

The Tsleil Waututh Canoe Club is encouraging their Nation's youth to stay involved in canoe racing and wish to continue their traditional cultural canoe race event. The previous Tsleil Waututh Canoe Race Events were all very well run and enjoyed by the public, as well as the First Nations participants. Several First Nation canoe race teams will travel from around the Lower Mainland and Vancouver Island to the event. The Tsleil Waututh Nation will welcome the race teams to their traditional lands and be their hosts for the weekend. The previous canoe races also included overnight camping in the park and this helped keep the costs low for travelling teams. There have not been any incidents or issues in the previous canoe race events. The canoe races are held just off the shoreline in Cates Park / Whey-ah-Wichen from the swimming area up to the point of Little Cates. The races can be viewed from the Concession, Malcolm Lowry Trail and the eastern shoreline of the park. The event is free for anyone who wishes to watch and there are ceremonies, prizes and trophies for the winning teams. The local Peace Keepers and Tsleil Waututh Canoe Club Event Organizers will watch over the park at night during the event weekend.

**Timing/Approval Process:**

The Parks Bylaw needs to be relaxed by Council before the Canoe Race Event: June 28 – 30, 2018.

**Social Policy Implications:**

The Cates Park / Whey-ah Wichen Protocol Agreement encourages and supports the Tsleil Waututh Canoe Race Event in regards to First Nation cultural activities within the park.

**Conclusion:**

The Tsleil Waututh Nation Canoe Club Race Even has been a successful First Nation athletic event that follows a long tradition of canoe races in Cates Park / Whey-ah-Wichen and is supported by the Parks Department.



Susan Rogers  
Manager, Parks

**REVIEWED WITH:**

☐ Sustainable Community Dev. \_\_\_\_\_  
☐ Development Services \_\_\_\_\_  
☐ Utilities \_\_\_\_\_  
☐ Engineering Operations \_\_\_\_\_  
☐ Parks & Environment \_\_\_\_\_  
☐ Economic Development \_\_\_\_\_  
☐ Human resources \_\_\_\_\_

☐ Clerk's Office \_\_\_\_\_  
☐ Communications \_\_\_\_\_  
☐ Finance \_\_\_\_\_  
☐ Fire Services \_\_\_\_\_  
☐ ITS \_\_\_\_\_  
☐ Solicitor \_\_\_\_\_  
☐ GIS \_\_\_\_\_

**External Agencies:**

☐ Library Board \_\_\_\_\_  
☐ NS Health \_\_\_\_\_  
☐ RCMP \_\_\_\_\_  
☐ Recreation Com. \_\_\_\_\_  
☐ Museum & Arch. \_\_\_\_\_  
☐ Other: \_\_\_\_\_