

# AGENDA

## *PUBLIC HEARING*

**Tuesday, November 17, 2020**

**7:00 p.m.**

**To be held virtually but streamed at  
<http://app.dnv.org/councillive/>**

**Council Members:**

Mayor Mike Little

Councillor Jordan Back

Councillor Mathew Bond

Councillor Megan Curren

Councillor Betty Forbes

Councillor Jim Hanson

Councillor Lisa Muri



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## PUBLIC HEARING

7:00 p.m.  
Tuesday, November 17, 2020  
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## AGENDA

904-944 Lytton Street  
Zoning Bylaw Amendments

1. **OPENING BY THE MAYOR**

2. **INTRODUCTION OF BYLAW BY CLERK**

**District of North Vancouver Rezoning Bylaw 1396 (Bylaw 8423)**

*Purpose of Bylaw:*

Bylaw 8423 proposes to amend the District's Zoning Bylaw by rezoning the subject site from Multi-Family Residential Zone 3 (RM3) to a new Comprehensive Development Zone 118 (CD118). The CD118 Zone addresses permitted and accessory uses, conditions of use and zoning provisions such as density, amenities, setbacks, height, building and site coverage, landscaping and storm water management, and parking requirements.

3. **PRESENTATION BY STAFF**

Presentation: Darren Veres, Senior Development Planner

4. **PRESENTATION BY APPLICANT**

5. **REPRESENTATIONS FROM THE PUBLIC**

6. **QUESTIONS FROM COUNCIL**

7. **COUNCIL RESOLUTION**

*Recommendation:*

THAT the November 17, 2020 Public Hearing be closed;

AND THAT "District of North Vancouver Rezoning Bylaw 1396 (Bylaw 8423)" be returned to Council for further consideration.

8. **CLOSING**

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# The Corporation of the District of North Vancouver

## Bylaw 8423

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:

### Citation

1. This bylaw may be cited as “District of North Vancouver Rezoning Bylaw 1396 (Bylaw 8423)”.

### Amendments:

2. District of North Vancouver Zoning Bylaw 3210, 1965 is amended as follows:
  - (a) Part 2A, Definitions is amended by adding CD118 to the list of zones that Part 2A applies to.
  - (b) Section 301 (2) by inserting the following zoning designation:

“Comprehensive Development Zone 118                      CD118”
  - (c) Part 4B Comprehensive Development Zone Regulations by inserting the following the following, inclusive of Schedule B:

**“4B118 Comprehensive Development Zone 118                      CD118**

#### **The CD118 zone is applied to:**

Lot A, Block X, District Lot 580, Plan 11419 (PID: 009-073-086)

#### **4B 118 - 1 Intent**

The purpose of the CD118 Zone is to permit a mixed-use, medium-density development which includes a mix of apartments, townhouses, and commercial space.

## **4B 118 – 2 Interpretation**

For the purposes of this CD118 Zone, in addition to the definitions in Part 2A of the Zoning Bylaw, the following definition shall apply:

*"retail food services"* means land, buildings and structures used for the provision of prepared foods and beverages for either on or off-site consumption and the sale of goods to the public. Typical uses would include: delicatessens; cafes; refreshment stands; sandwich bars; and take-out food services. This use class does not include: restaurants; neighbourhood public houses; drive-in restaurants; or licensed lounges.

## **4B 118 - 3 Permitted Uses:**

The following *principal* uses shall be permitted in the CD118 Zone:

a) **Uses Permitted Without Conditions:**

Not applicable.

b) **Conditional Uses:**

The following *principal* uses are permitted when the conditions outlined in Section 4B 118 - 4 Conditions of Use, are met:

- i) *residential use; and*
- ii) *retail food services.*

## **4B 118 - 4 Conditions of Use**

a) **All conditional uses:** All uses of land, buildings and structures are only permitted when the following conditions of use are met:

- i) All aspects of the use are completely contained within an enclosed building except for:
  - a) Parking and loading areas;
  - b) *Outdoor customer services areas;* and
  - c) Outdoor amenity areas (plazas, roof decks, play areas, and private or semi-private outdoor space).

- b) **Residential:** *Residential uses* are only permitted when the following conditions are met:
  - i) Each dwelling unit has access to private or semi-private outdoor space; and
  - ii) Balcony enclosures are not permitted.
  
- c) **Retail Food Services:** *Retail Food Services* are only permitted to be located in “Area D” as shown on the map attached labelled “Schedule B” up to a maximum of 111.5 m<sup>2</sup> (1,200 sq. ft.) and confined to the ground floor of a building when the following conditions are met:
  - i) any outdoor customer service area must be operationally and physically tied to the principal use premises which it serves;
  - ii) any outdoor customer service area shall not exceed 66 m<sup>2</sup> (710 sq. ft.), or 26 seats, whichever is lesser;

#### **4B 118 - 5 Accessory Use**

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

#### **4B 118 - 6 Density**

- a) The maximum permitted density is 19,050 m<sup>2</sup> (205,055 sq. ft.) and 114 residential units.
  
- b) For the purpose of calculating *gross floor area*, the following are exempted:
  - i) Parking, storage, mechanical, maintenance areas and any other areas located below grade in a structure which has an exposed exterior wall less than 1.2 m (4 ft.) above finished grade;
  - ii) Unenclosed balcony areas;
  - iii) Unenclosed rooftop common amenity space accessory to a residential use located in “Area A” as shown on the map attached labelled “Schedule B” up to a maximum of 57 m<sup>2</sup> (613 sq. ft.)
  - iv) Indoor common amenity area accessory to a residential use located in “Area A” as shown on the map attached labelled “Schedule B” up to a maximum of 70 m<sup>2</sup> (753.5 sq. ft.);

- v) Indoor common amenity area accessory to a residential use located in “Area D” as shown on the map attached labelled “Schedule B” up to a maximum of 95 m<sup>2</sup> (1,023 sq. ft.); and
- vi) Bicycle storage area and repair room located in “Area D” as shown on the map attached labelled “Schedule B” up to a maximum of 305 m<sup>2</sup> (3,283 sq. ft.).

**4B 118 - 7 Amenities**

- a) Despite Subsection 4B 118 - 6, permitted gross floor area in the CD118 Zone shall be increased to a maximum of 34,733 m<sup>2</sup> (373,862 sq. ft.) and a maximum of 341 residential units allocated in accordance with the table 4B 118 – 7 b), if the following conditions are met:
  - i) A Housing Agreement is entered into prohibiting any restrictions preventing the owners in “Areas A”, “Area B”, and “Area C” as shown on the map attached and labelled “Schedule B” from renting their units;
  - ii) A Housing Agreement is entered into securing a minimum of 89 residential rental units located on “Area D” as shown on the map attached labelled “Schedule B”, of which a minimum of 33 residential rental units are secured to be operated as non-market rentals;
  - iii) \$3,386,385 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):
    - 1. Affordable or special needs housing;
    - 2. The provision or enhancement of public facilities;
    - 3. Improvements to public parks, plazas, trails and greenways; and
    - 4. Public art and other beautification projects.
- b) Table 4B 118 – 7 b) maximum number of units per parcel as shown on the map attached and labelled “Schedule B”:

<b>Area</b>	<b>Maximum Number of Units</b>
A	119
B	102
C	31
D	89

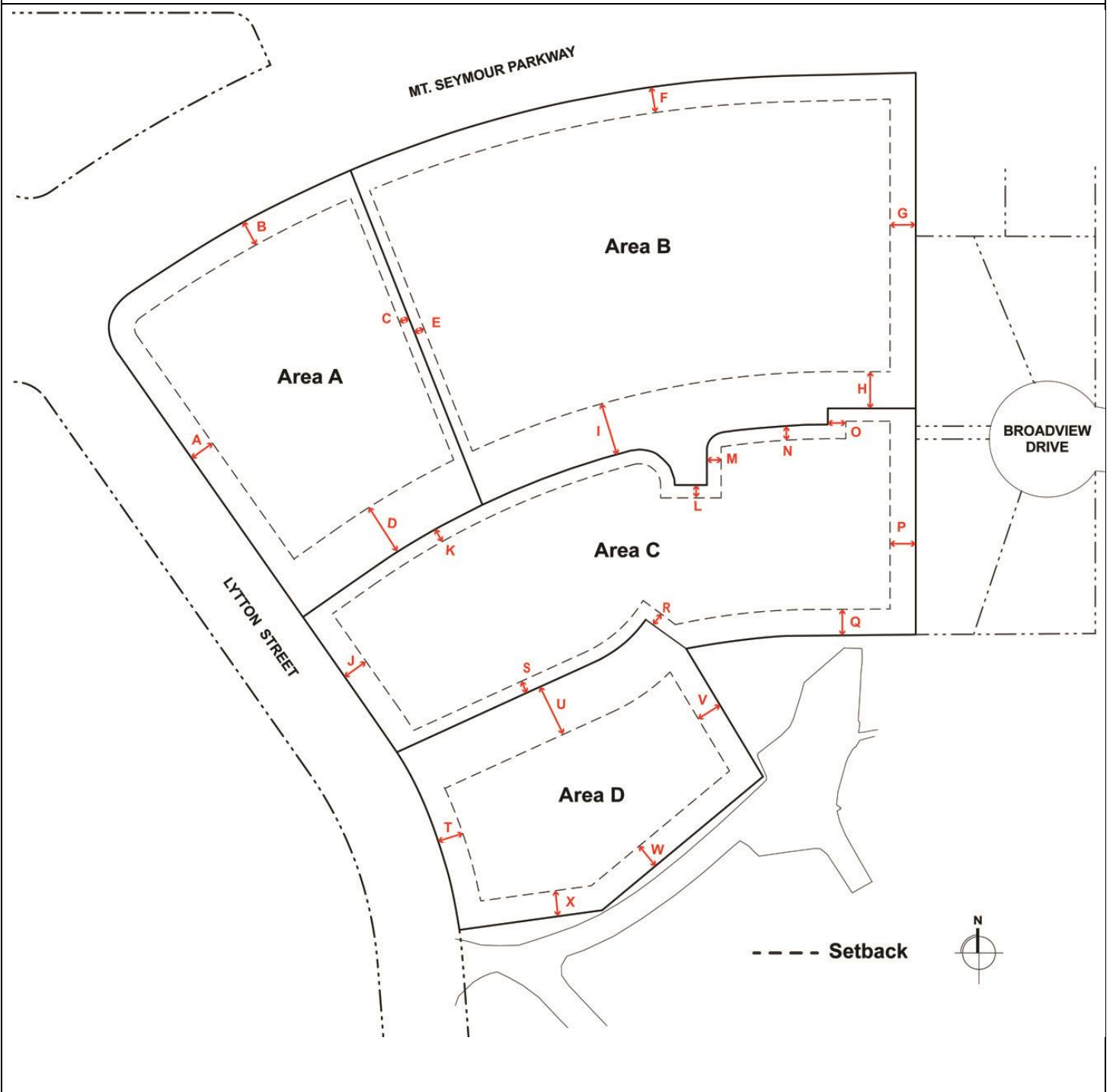


**4B118 - 8 Setbacks**

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

<b>Table 1</b>		
<b>Area</b>	<b>Setback Identifier</b>	<b>Minimum Setback</b>
A	A	6.1 m (20.0 ft.)
	B	6.1 m (20.0 ft.)
	C	2.45 m (8.0 ft.)
	D	12.5 m (41.0 ft.)
B	E	2.45 m (8.0 ft.)
	F	6.1 m (20.0 ft.)
	G	6.1 m (20.0 ft.)
	H	8.55 m (28.0 ft.)
	I	6.1 m (20.0 ft.)
C	J	6.1 m (20.0 ft.)
	K	3.6 m (11.0 ft.)
	L	3.1 m (10.0 ft.)
	M	3.6 m (11.0 ft.)
	N	3.6 m (11.0 ft.)
	O	4.27 m (14.0 ft.)
	P	6.1 m (20.0 ft.)
	Q	6.1 m (20.0 ft.)
	R	3.1 m (10.0 ft.)
	S	3.1 m (10.0 ft.)
D	T	6.1 m (20.0 ft.)
	U	12.5 m (41.0 ft.)
	V	5.5 m (18.0 ft.)
	W	6.1 m (20.0 ft.)
	X	6.1 m (20.0 f.t)

**Figure 1: Minimum Setbacks**



## **4B118 - 9 Height**

- a) The maximum permitted height for any building in the CD118 Zone, shall be regulated as follows, with specific building height provisions based on “Table 2” and “Figure 2”:

<b>Area</b>	<b>Building</b>	<b>Maximum Height</b>	<b>Maximum Storeys</b>
A	1	21.0 m (69 ft.)	6
B	2	13.5 m (44 ft.)	4
	3	13.4 m (44 ft.)	4
	4	13.0 m (43 ft.)	4
	5	11.1 m (36 ft.)	3
	6	14.7 m (48 ft.)	4
	7	14.6 m (48 ft.)	4
	8	14.4 m (47 ft.)	4
C	9	12.8 m (42 ft.)	3
	10	12.8 m (42 ft.)	3
	11	12.8 m (42 ft.)	3
	12	12.8 m (42 ft.)	3
	13	12.8 m (42 ft.)	3
	14	12.8 m (42 ft.)	3
D	15	22.2 m (73 ft.)	6

**Figure 2: Maximum Height**



- 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 from the *finished grade*.
  
- c) In addition to Part 4 General Regulations, Section 407 Height Exceptions, the following height exceptions shall apply in the CD118 zone: 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 3.0 m (9.84 ft.) above the highest point of any roof surface.

**4B 118 – 10 Coverage**

- a) Building Coverage: Maximum building coverage is 50%.
- b) Site Coverage: Maximum site coverage is 70%.

**4B 118 – 11 Landscaping and Storm Water Management**

- a) All land areas not occupied by buildings, patios, driveways, and walkways shall be landscaped in accordance with a landscape plan approved by the District of North Vancouver.
- b) A 2 m (6.6 ft.) high screen consisting of a solid fence, or landscaping, or a combination thereof, with minimum 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, with the exception of any at-grade temporary staging areas for solid waste containers.

**4B 118 - 12 Parking, Loading and Servicing Regulations**

Parking and loading shall be in provided in accordance with Part 10 of this Bylaw with the following exceptions:

- a) For a residential building, multiple-family apartment or townhouse, parking shall be provided on the basis of Table 3 below, with reference to the development area identifiers noted in the map attached and labelled as “Schedule B”.

<b>Table 3</b>	
<b>Area</b>	<b>Minimum Parking Requirement</b>
A (Strata Apartment)	1.48 spaces/unit + 0.27 spaces/unit for designated visitor parking, inclusive of 0.03 spaces/unit for use by persons with disabilities
B (Strata Stacked Townhouse)	1.6 spaces/unit + 0.25 spaces/unit for designated visitor parking, inclusive of 0.04 spaces/unit for use by persons with disabilities

C (Strata Townhouse)	2.0 spaces/unit of which not more than 4 spaces can be accessed through a tandem arrangement + 3 spaces for designated surface visitor parking
D (Rental Apartment)	0.98 spaces/unit + 0.13 spaces/unit for designated visitor parking inclusive of 0.13 spaces/unit for use by persons with disabilities

- b) The provision of small car parking spaces shall not exceed 35% of the required parking spaces.
- c) For a *retail food service use*, parking shall be shared with designated visitor parking located in “Area D” noted in the map attached and labelled as “Schedule B”.
- d) Bicycle storage for residents shall be provided on the basis of Table 4 below, with reference to the development area identifiers noted in the map attached and labeled as “Schedule B”:

<b>Table 4</b>		
<b>Area</b>	<b>Class 1 (Long Term) – Secured Individual Bicycle Storage Spaces</b>	<b>Class 2 (Short Term)</b>
A	A minimum of 2.0 spaces/unit	A minimum of 0.2 spaces/unit
B	A minimum of 2.0 spaces/unit	A minimum of 0.2 spaces/unit
C	A minimum of 2.0 spaces/unit	A minimum of 0.5 spaces/unit
D	A minimum of 2.0 spaces/unit	A minimum of 0.3 spaces/unit

- (d) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from Multi-Family Residential Zone (RM3) to Comprehensive Development Zone 118 (CD118).
- (e) The Siting Area Map section is amended by deleting Plan Section R/17.

**READ** a first time September 14<sup>th</sup>, 2020

**PUBLIC HEARING** held

**READ** a second time

**READ** a third time

**ADOPTED**

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Mayor

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Municipal Clerk

Certified a true copy

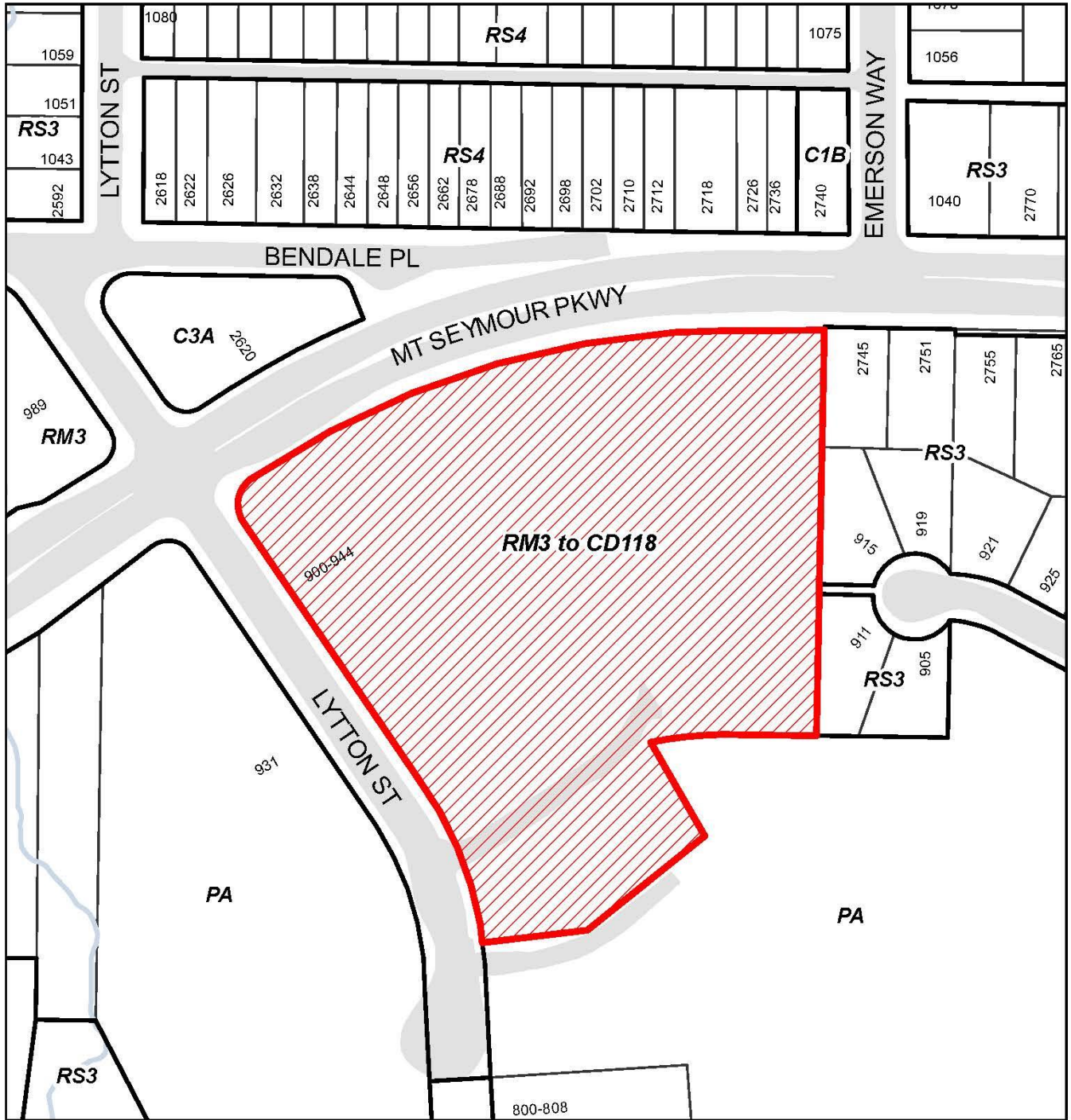
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Municipal Clerk

Schedule A to Bylaw 8423

**BYLAW 8423**

The District of North Vancouver Rezoning Bylaw 1368 (Bylaw 8423)

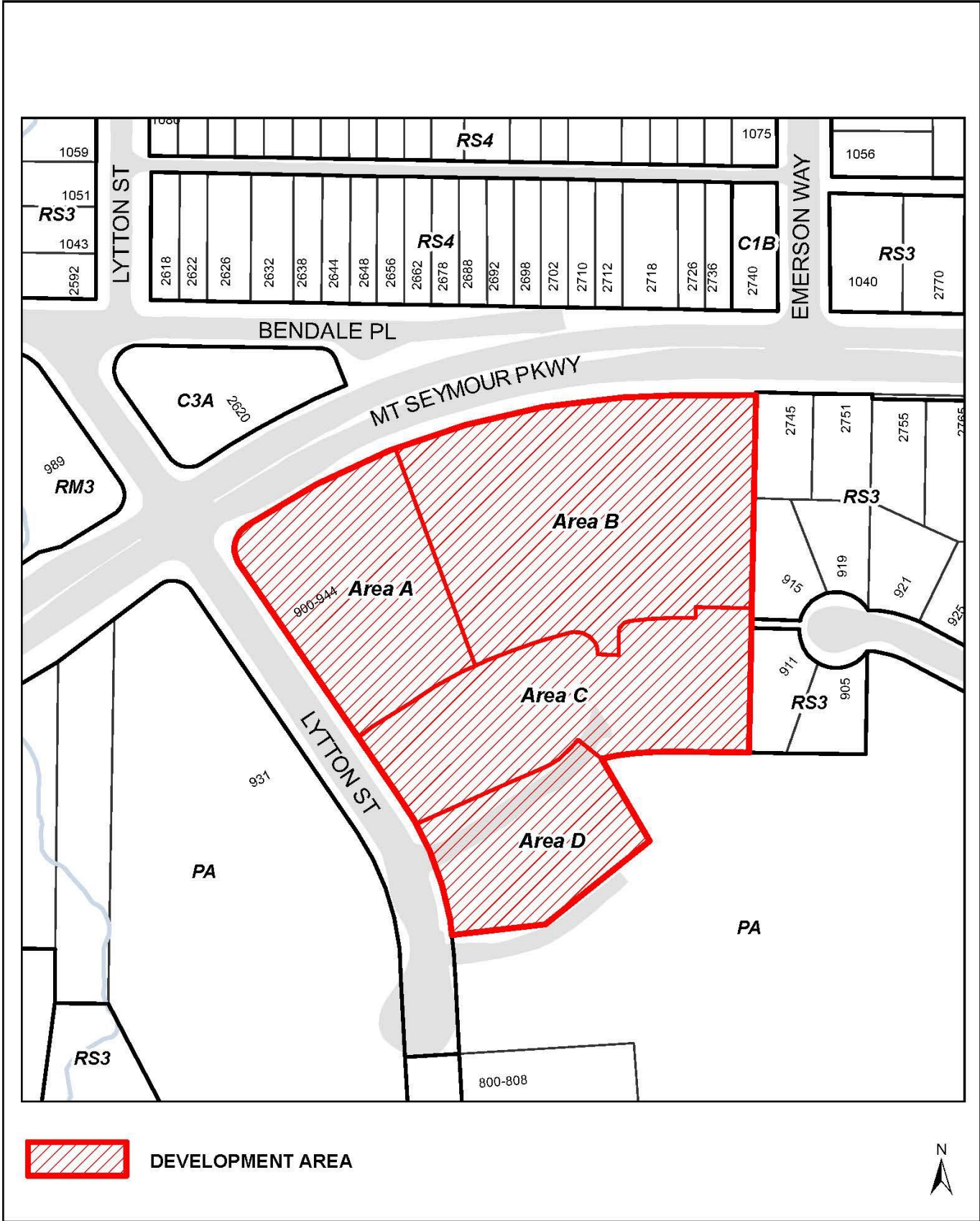


MULTI-FAMILY RESIDENTIAL ZONE 3 (RM3) TO  
COMPREHENSIVE DEVELOPMENT ZONE 118 (CD118)





# Schedule B to Bylaw 8423

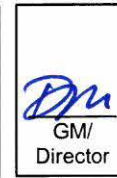
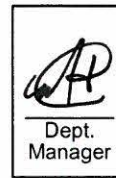


 DEVELOPMENT AREA



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AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>SEPT. 14, 2020</u>
<input type="checkbox"/> Other:	Date: _____



## The District of North Vancouver REPORT TO COUNCIL

August 25, 2020  
File: 08.3060.20/025.17

**AUTHOR:** Darren Veres, Development Planner

**SUBJECT:** **Bylaws 8423, 8424, and 8425: Rezoning and Housing Agreement Bylaws for a Mixed-Use Development at 904 - 944 Lytton Street (Seymour Estates)**

### RECOMMENDATION

THAT the “District of North Vancouver Rezoning Bylaw 1396 (Bylaw 8423)” to rezone the subject site from Multi-Family Residential Zone 3 (RM3) to Comprehensive Development Zone 118 (CD118) is given FIRST reading;

THAT “Housing Agreement Bylaw 8424, 2020” which authorizes a Housing Agreement to prevent future rental restrictions on the subject property, is given FIRST reading;

THAT “Housing Agreement Bylaw 8425, 2020” which authorizes a Housing Agreement to secure the market rental units and affordable rental units in perpetuity, is given FIRST reading;

AND THAT “District of North Vancouver Rezoning Bylaw 1396 (Bylaw 8423)” is referred to a Public Hearing.

### REASON FOR REPORT

The applicant (Anthem Properties Group Ltd) proposes to redevelop the existing vacant site at 904 – 944 Lytton Street (see Figure 1) as a 341-unit residential development with a modest commercial space intended for a café. The development consists of two six-storey apartment buildings, seven three-storey townhouse buildings, and six four-storey stacked townhouse buildings (See **Attachment A** for the project drawing package).

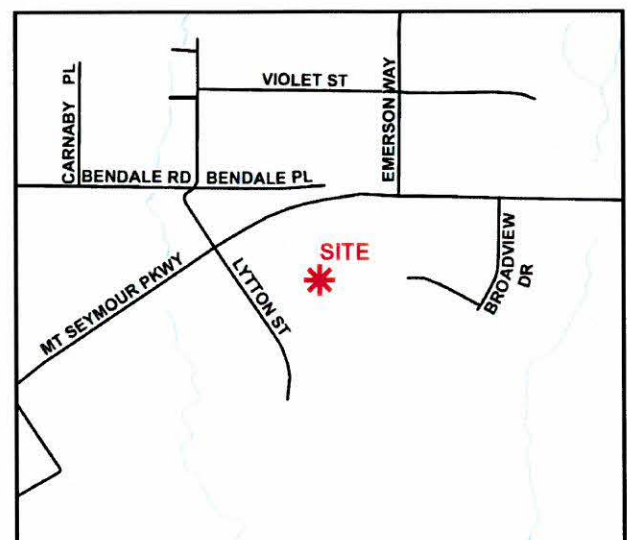


Figure 1. Location Map

The proposal also includes the following affordable housing elements:

- 33 non-market rental units secured at between 15% and 25% below CMHC rates;
- 56 market rental units secured in perpetuity;
- A partnership with Habitat for Humanity for one 3-bedroom townhouse unit; and
- 25 “rent-to-own” units geared towards first-time home buyers.

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

- Bylaw 8423 to rezone the subject property (**Attachment B**);
- Bylaw 8424 to ensure that all future strata owners are eligible to rent their units (**Attachment C**);
- Bylaw 8425 to secure market and affordable rental units (**Attachment D**); and
- Issuance of one or more development permits.

The Rezoning Bylaw and Housing Agreement Bylaws are recommended for introduction and the Rezoning Bylaw is recommended for referral to a Public Hearing. Development Permits would be forwarded to Council for consideration if the rezoning proceeds.

### SITE AND SURROUNDING AREA

The development site is located at the southeast corner of Mount Seymour Parkway and Lytton Street (see Figure 2). The site was previously occupied by 114 townhouses in 8 buildings that were constructed in 1969. The buildings were demolished in the summer of 2019 (see Figure 3). The site is now vacant and surrounded by construction fencing. The property is approximately 25,340 m<sup>2</sup> (6.26 acres) in area.

Properties surrounding the site include single-detached homes to the east, Ron Andrews Recreation Centre to the west beyond Lytton Street, a gas station and single-detached homes to the north beyond Mount Seymour Parkway, and Windsor Secondary School to the south. The site is located approximately 1.5 kilometres from the Maplewood Village Centre.

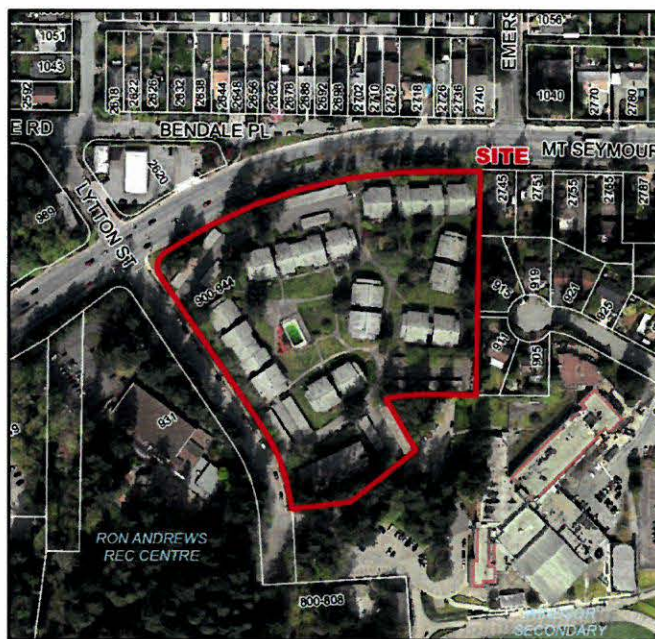


Figure 2. Aerial Photo (2018 – Prior to demolition)



Figure 3. Current vacant site condition

## **EXISTING POLICY**

### Official Community Plan

The Official Community Plan (OCP) designates the site as “Residential Level 5: Low Density Apartment” (RES5) which envisions low density apartments at a density of up to approximately 1.75 FSR with some commercial use permitted at grade. The proposed density is 1.37 FSR and the density and uses (residential with a modest 88 m<sup>2</sup> (947 sq.ft.) commercial space on the ground level) comply with the OCP.

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

### Maplewood Local Plan Reference Policy Document

The Maplewood Local Plan was adopted in 2002 and is used as a reference policy document for this site. The plan envisions the site for multi-family residential development with a density of up to 1.2 FSR or special needs housing such as seniors or congregate care developments, with a density of up to 2.0 FSR. While the proposal exceeds the suggested FSR for multi-family developments in the Local Plan by 0.17, it is providing rental and non-market rental housing. A portion of the additional density (0.06 FSR) is being sought to support the provision of 33 non-market rental units in the dedicated low-rise rental building. The provision of these non-market rental units is consistent with the objectives and policies in the OCP. Furthermore, the proposal is in keeping with the Maplewood Local Plan Reference Policy Document objectives to “provide a variety of housing types and tenures” and to “revitalize existing residential areas”.

### Zoning

The subject property is currently zoned Multi-Family Residential Zone 3 (RM3) and rezoning is required to accommodate the proposal. Bylaw 8423 proposes to create a new Comprehensive Development Zone 118 (CD118) tailored specifically to this project which prescribes permitted uses and zoning provisions such as a maximum density, height, setbacks, and parking requirements.



Figure 4. Artistic rendering of site looking northeast

**ANALYSIS:**

Proposal:

The proposal includes 341 residential units and a modest commercial space (intended as a café) to be constructed on four new subdivided parcels and in two phases as shown in Figure 5.

**Phase 1** (outlined in red):

- **Site 1:** one six-storey wood frame apartment building (119 units)
- **Site 2:** seven four-storey stacked townhouse buildings and one three-storey traditional townhouse building (102 units)
- **Site 4:** one six-storey wood frame rental building (89 units) with a modest commercial space on the ground floor.

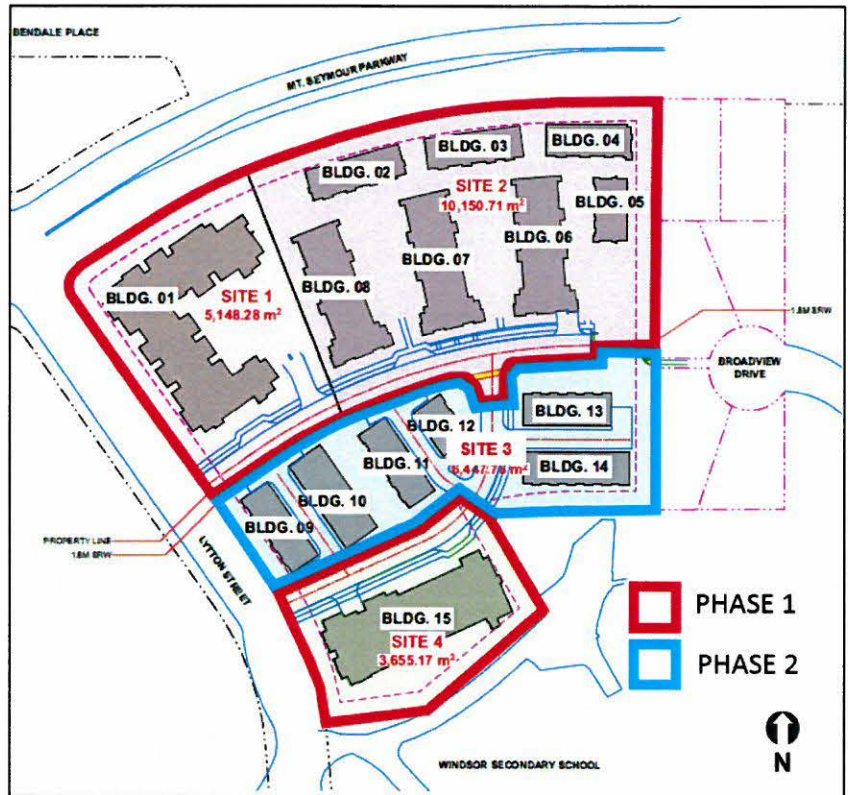


Figure 5. Subdivision and Phasing Plan

**Phase 2** (outlined in blue):

- **Site 3:** six three-storey traditional townhouse buildings (31 units)

Phase 2 will be developed at a later stage and will function as a staging area for the construction of Sites 1, 2, and 4 during Phase 1.

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

	Studio	1 bed	2 bed	3 bed	4 bed	Total
Strata	0	36	91	101	24	252*
Market Rental	4	22	16	14	0	56
Non-Market Rental	3	14	8	8	0	33
<b>Total:</b>	<b>7</b>	<b>72</b>	<b>115</b>	<b>123</b>	<b>24</b>	<b>341</b>

\*Including 25 “rent-to-own” units (more information provided below).

The following sections describe the two phases and each site of the proposed project.

**Phase 1 (Site 1, 2, and 4)**

Site 1:

Site 1 includes a six-storey wood frame apartment building (Building 1) with 119 strata units, located in the northwest portion of the property (see Figure 6). The building is designed in a “U-shape” around a shared outdoor open space and a children’s play area. A 65 m<sup>2</sup> (700 sq.ft.) shared amenity space is proposed on the ground floor of the building near the main entrance at the corner of Mount Seymour Parkway and Lytton Street (see Figure 7) and almost directly above on the top floor there is a shared 56 m<sup>2</sup> (604 sq.ft.) outdoor terrace available to all residents of the building.

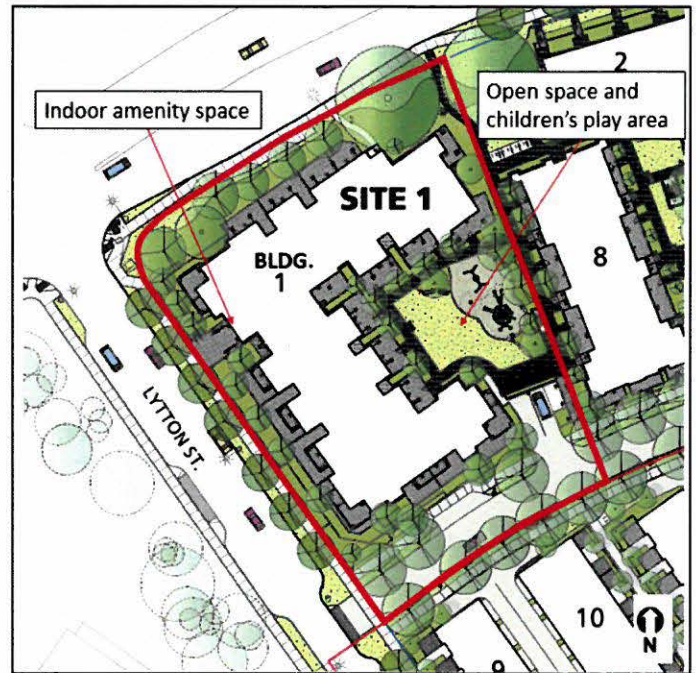


Figure 6. Site Plan

The unit mix for Site 1 is outlined in the table below and will be secured in the Development Covenant:

	<b>Studio</b>	<b>1 bed</b>	<b>2 bed</b>	<b>3 bed</b>	<b>4 bed</b>	<b>Total</b>
<b>Total Strata Units</b>	0	36	61	22	0	119



Figure 7. Artistic rendering of Building 1 looking southeast from Mount Seymour Parkway.

Within this building there are 25 “rent-to-own” units geared toward first-time home buyers. The future purchasers would be required to live in the unit for two-years, paying market rents to the developer (i.e. Anthem) as well as strata fees. At the end of the two-year period Anthem would return 100% of the rent collected to each purchaser for use as a down payment to purchase the unit they were occupying. The “rent-to-own” units include 15 one-bedroom and 10 two-bedroom units. The unit mix will be secured in the Development Covenant.

**Site 2:**

Site 2 includes 102 strata townhouse units in six four-storey stacked townhouse buildings, one three-storey traditional townhouse building (Building 5), and three courtyard spaces (see Figures 8 and 9). The three-storey townhouse building and easterly open space have been strategically located adjacent to the existing single-family homes on Broadview Drive to the east to provide a sensitive transition and to protect mature vegetation.

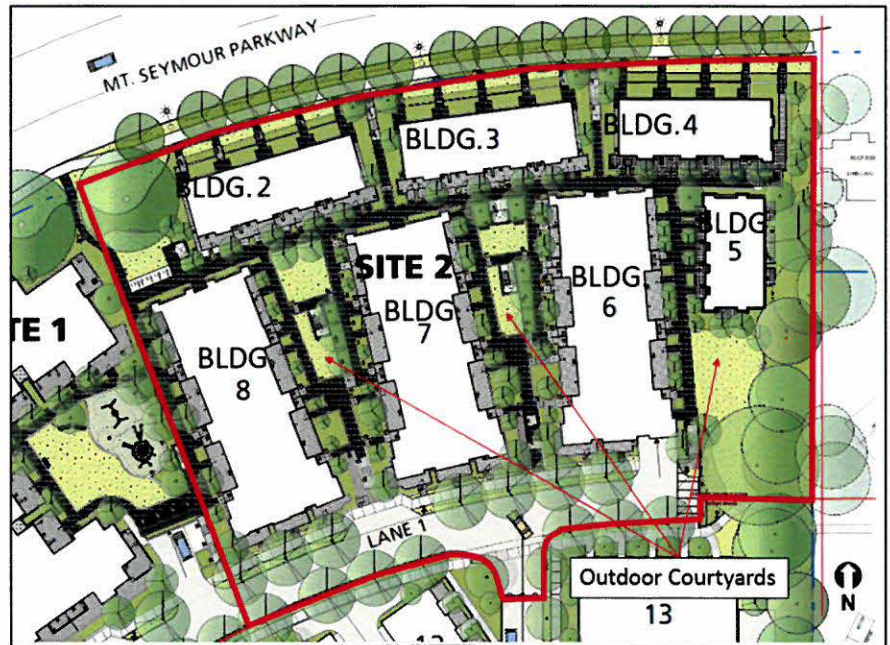


Figure 8. Site Plan

The site slopes from northeast to the southwest and the townhouses are proposed to be built into the slope with a “stepped” form to respond to the topography.

The unit mix for Site 2 is outlined in the table below and will be secured in the Development Covenant:

	<b>Studio</b>	<b>1 bed</b>	<b>2 bed</b>	<b>3 bed</b>	<b>4 bed</b>	<b>Total</b>
Total Strata Townhouse Units	0	0	29	73	0	102



A partnership with Habitat for Humanity is proposed for one townhouse unit on Site 2. Through this partnership, Anthem would sell one unfinished 3-bedroom townhouse to Habitat for Humanity at a below-cost rate. The unit would be owned by Habitat for Humanity and rented to a family earning \$35,000 to \$74,000 per year at no more



Figure 9. Artistic rendering looking north into courtyard area between townhouse units

than 30% of their household income. The rental payments would accumulate for the family over the duration of their tenancy and when ready to move into the traditional housing market, Habitat would return 80% of the accumulated payments towards the purchase of their next home. The Habitat for Humanity townhouse unit will be secured through the Development Covenant.

**Site 4:**

Site four includes a six-storey rental building (Building 15) located in the southwest portion of the site (see Figures 10 and 11). The building includes 89 rental units of which 56 are market rental and 33 are non-market rental. The rental and non-market units will be secured in perpetuity in the Housing Agreement attached to Bylaw 8425. The building also has 88 m<sup>2</sup> (947 sq.ft.) of shared indoor amenity space and an 88 m<sup>2</sup> (947 sq.ft.) commercial space on the ground level fronting Lytton Street. The commercial space is intended to be used as a café and will have an accessory outdoor seating area.

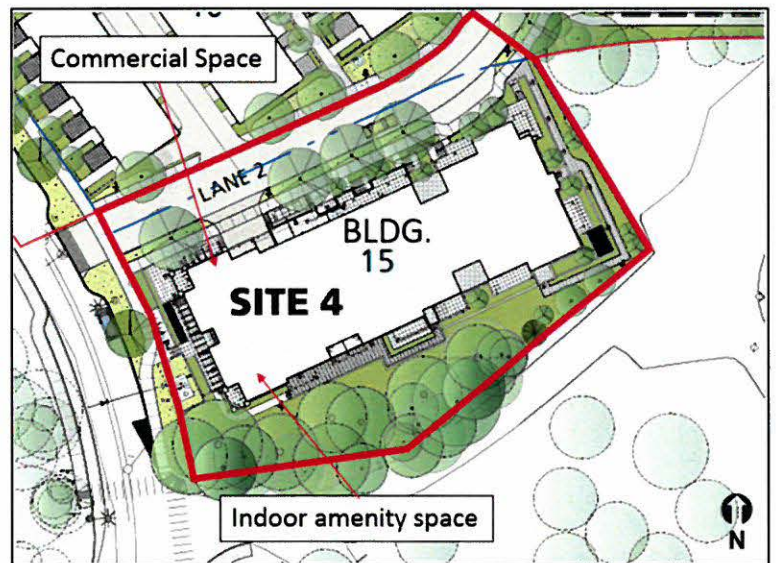


Figure 10. Site Plan – Site 4

The unit mix for Site 4 is outlined in the table below and will be secured in the Development Covenant:

	<b>Studio</b>	<b>1 bed</b>	<b>2 bed</b>	<b>3 bed</b>	<b>4 bed</b>	<b>Total</b>
Market Rental	4	22	16	14	0	56
Non-Market Rental	3	14	8	8	0	33
<b>Total Units</b>	<b>7</b>	<b>36</b>	<b>24</b>	<b>32</b>	<b>0</b>	<b>89</b>



Figure 11. Artistic rendering of rental building (Building 15) looking southeast from Lytton Street

The unit mix and proposed rents for the non-market units in Site 4 are included in the table below:

<b>Unit Type</b>	<b>Number of Units</b>	<b>Average Proposed Rent / Month</b>	<b>% below DNV Median Rent (2019)</b>	<b>Annual Household Income Needed to Afford Monthly Rent (at 30% of pre-tax income)</b>
Studio	3	\$998.40	20%	\$39,936
1 bedroom	14	\$1,230.40	20%	\$49,216
2 bedroom	8	\$1,500.00	25%	\$60,000
3 bedroom	8	\$1,641.35	15%	\$65,654
<b>Total</b>	<b>33</b>			

These units are proposed to be discounted at between 15% and 25% below the CMHC median rental rates (2019) for the District. The unit rents will be no more than 30% of

before-tax income (less utilities) for low-to-moderate income households earning between \$30,001 to \$85,170 and will include hot water, storage and potentially heat (depending on the heating system). Additional costs will include a one-time refundable security deposit (50% of rent), electricity, and an optional parking fee of up to \$100 per month per parking space.

In addition, the applicant has indicated that their ultimate goal is to partner with Hollyburn Family Services Society (and possibly BC Housing) to provide the following mix of rents and incomes for the non-market rental units in accordance with BC Housing's Community Housing Fund:

- 30% Affordable housing (moderate income);
- 50% Rent geared to income (housing income limit ); and
- 20% Deep Subsidy.

In this scenario, the non-profit partnership would purchase the 33 non-market rental units from Anthem and operate them.

The rental tenure and rents for the non-market units will be secured with a Housing Agreement and be operated by a non-profit should the project advance. 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, all subject to compliance with provincial rental regulations. The Housing Agreement also establishes eligibility criteria for tenants such that the maximum income results in not more than 30% of gross income being used for rent.

### Phase 2 (Site 3)

Site 3 includes 31 townhouse units in six traditional three-storey townhouse buildings (see Figure 12). While each of the other sites have their own underground parking garages, this site is proposed to have at-grade garages provided for each unit.

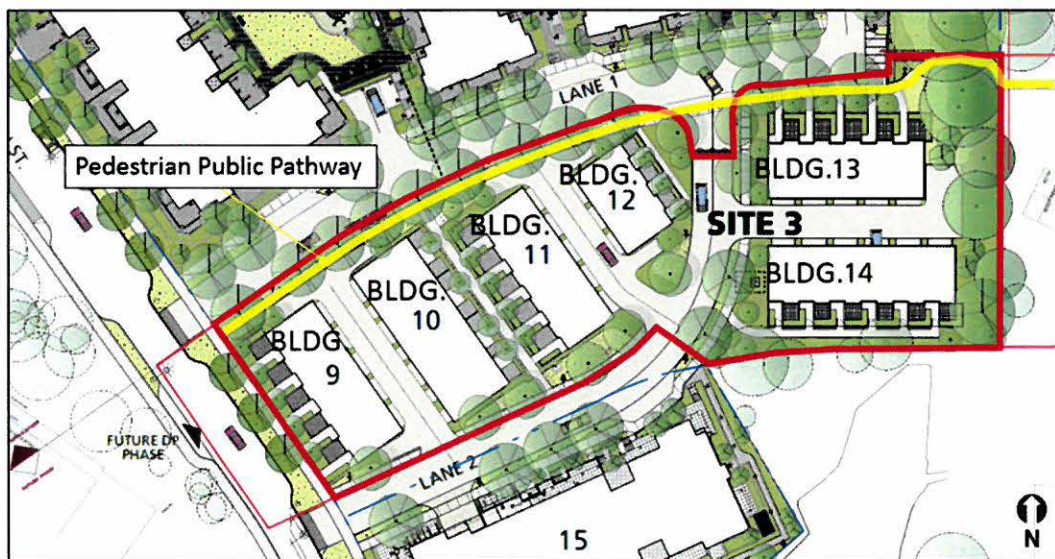


Figure 12. Site Plan – Site 3

The unit mix for Site 3 is outlined in the table below and will be secured in the Development Covenant:

	<b>Studio</b>	<b>1 bed</b>	<b>2 bed</b>	<b>3 bed</b>	<b>4 bed</b>	<b>Total</b>
Total Strata Townhouse Units	0	0	1	6	24	31

Along the north side of Site 3, there is a 1.8m wide public pedestrian pathway which runs west to east connecting Lytton Street to Broadview Drive as shown highlighted in yellow on Figure 12. This pathway will be secured with a statutory right of way and be available for use by the public. Should the rezoning be approved, Phase 2 will be subject to a separate Development Permit at a later stage.

### Vehicle Parking

Overall, the development includes 576 parking spaces (approximately 1.69 spaces per unit) including 73 visitor parking spaces and 23 accessible parking spaces. Parking proposed is 73 spaces less than the basic requirements in Part 10 of the Zoning Bylaw.

The proposed parking is supported by the conclusions of a traffic and parking study prepared by Bunt and Associates and is consistent with Section 5.1 (8) of the OCP which states that reductions for parking should be considered for new developments in centres and on corridors well-served by transit as a way to encourage alternate modes of transportation and to increase housing affordability. The applicant is proposing to work with TransLink and MODO on a pilot project where MODO car share would provide “on-demand” transit service to provide better connectivity for transit users in the area to Phibbs Exchange. The applicant has also committed to the provision of three parking stalls for carshare vehicles, as well as any required financial support to ensure the availability of the carshare vehicles for a minimum of three years.

Parking for each site is summarized in the table below:

<b>Site</b>	<b>Resident Parking Proposed</b>	<b>Visitor Parking Proposed</b>	<b>Total Proposed</b>
1 (Building 1)	176	32	208
2 (Buildings 2 - 8 )	178	26	204
3 (Buildings 9 -14)	62	3	65
4 (Building 15 – Residential)	87	12	99
4 (Building 15 – Commercial)*	N/A	N/A	0
<b>Total:</b>	<b>503</b>	<b>73</b>	<b>576</b>

\*This assumes that the commercial parking will be shared with residential visitor parking.

In accordance with the District's Electric Vehicle (EV) Charging Infrastructure Policy, 20% of the parking stalls are to be EV-ready, wired for level 1 (110v) charging with conduits provided so all stalls can later be wired for level 1 (110v) charging.

Bicycle Parking and Household Storage

A total of 686 bicycle spaces are provided for residents of the development for a ratio of just over 2.0 bicycle parking spaces per unit. The resident bicycle lockers are 1.2m by 1.8m (4 ft by 6 ft) in size and can accommodate 2 bicycles each. An additional 104 bicycle spaces are provided for visitors. The breakdown by site is shown in the table below.

<b>Site</b>	<b>Resident secure bike spaces</b>	<b>Visitor secure bike spaces</b>	<b>Visitor outside bike spaces</b>	<b>Total</b>
1	242	24	6	272
2	204	0	28	232
3	62	0	18	80
4	178	18	10	206
<b>Total</b>	<b>686</b>	<b>42</b>	<b>62</b>	<b>790</b>

The bicycle parking proposed exceeds the requirement in the District's Bicycle Parking Policy.

The applicant is proposing to provide two electric bikes on a "pay-per-use" basis for Sites 1, 2, and 4 to be shared by the residents of these sites. The e-bike booking will be managed by the each strata with an online booking system.

Bike repair rooms are proposed in the underground parkades of Sites 1 and 2 and another bike repair station is proposed on the first floor of Building 15 on Site 4 and is accessible directly from the street. Each room will have a tool-equipped workshop and workbench, and built-in air compressor. A bike washing station is also proposed for each of the car wash locations in the underground parking structures of Sites 1, 2 and 3.

Bicycle parking proposed, in addition to the other facilities to support cycling such as bike repair stations and electric charging, should help to support alternate transportation options for residents and visitors to the site.

With regard to household storage, the applicant is proposing a total of 327 secure general storage lockers for the project. The breakdown for each site is outlined below:

Site	Resident Storage Lockers
1	120
2	97
3	0
4	79
<b>Total</b>	<b>327</b>

Site Access

Two vehicle accesses are provided to the site via Lytton Street as shown on Figure 13. The northern crossing will provide access to the underground parking garages for Sites 1 and 2. The southern crossing will provide access to the at-grade garages for Site 3 and the underground parking garage for Site 4.

Removable bollards are provided in between Site 2 and Site 3 to accommodate emergency access.

Development Permits

The site is designated within Development Permit Areas for:

- Form and Character of Multi-Family Housing;
- Energy and Water Conservation and Green House Gas Emission Reduction; and
- Wildfire Hazard.

**1) Form and Character**

The proposal has been reviewed against the OCP “Design Guidelines for Multi-Family Housing”. Upon initial review, the development proposal generally meets the form and character guideline requirements. Further details outlining the project’s compliance with the Form and Character Design Guidelines will be provided for Council’s consideration at the Development Permit stage should the rezoning bylaw proceed.

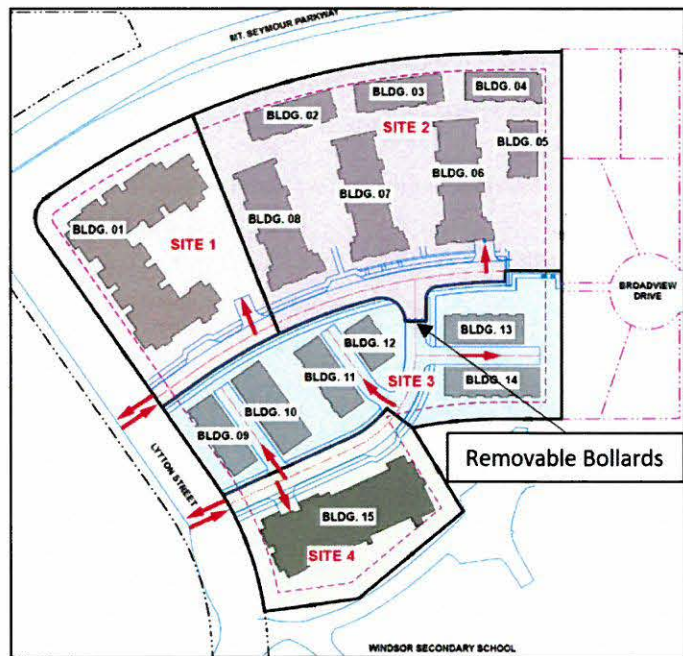


Figure 13. Site and Driveway Access

## **2) Energy and Water Conservation and Greenhouse Gas Emission Reduction**

In accordance with the District's Construction Bylaw, this project is required to meet Step 3 of the BC Energy Step Code. In addition, the following strategies will be implemented to help reduce energy consumption in accordance with the Energy and Water Conservation and Greenhouse Gas Emission Reduction Development Permit Guidelines:

- Heat recovery ventilators
- Low-energy lighting
- EnergyStar appliances
- Locally-sourced construction materials
- Electric car and bicycle charging outlets
- Incorporating modest sized windows
- Programmable thermostats
- Construction waste management plan
- Low flow / dual flush plumbing fixtures
- Rainwater retention tank
- Water saving dishwasher and washing machine

In addition to the strategies identified above, the applicant will also be installing a high efficiency central domestic hot water boiler plant, with heat-pump pre-heat for the strata apartment building (Building 1) on Site 1 and the rental apartment building (Building 15) on Site 4. The fuel source for the boiler plant will be fossil gas. The applicant also intends to install electric baseboard heating and electric induction ranges in the rental building on Site 4 as a means to further reduce greenhouse gas emissions. For Site 2, the applicant will be installing high-efficiency fossil gas furnaces in each of the townhouse units. Sites 1 and 2 will also include fossil gas ranges with electric ovens. For Site 3, the applicant has committed to providing 100% clean energy for all of the townhouse units.

## **3) Wildfire Hazard**

A Wildfire Hazard Report has been provided which outlines how the combination of non-combustible building materials, exterior cladding, and proposed tree removal, replanting and pruning treatments meet the Development Permit requirements for construction in a wildfire hazard area.

### Advisory Design Panel

The application as it relates to Sites 1 and 2 was considered by the Advisory Design Panel (ADP) on July 13, 2017 (see **Attachment E**). The application as it relates to Site 4 was considered by the ADP on October 10, 2019 (see **Attachment F**). ADP will consider Site 3 when an associated Development Permit application is submitted for the Phase 2 lands.

Overall, the project was well-received and the Panel commended the applicant on the quality of the proposal. The Panel indicated that the orientation of buildings resulted in minimal overshadowing, appreciated the mix of building types, and noted the generous open space / play areas. Some members thought that the rental building (Building 15) was one of the best examples of a 6-storey building that the Panel has seen. The Panel recommended approval of Sites 1, 2, and 4 (also known as Phase 1) subject to resolution of the Panel comments.

The applicant has addressed the Panel's comments in relation to Sites 1 and 2 (Buildings 1-8) by lightening the materials palette, animating the courtyard adjacent to Building 1 for community gathering and as a children's play space, and by formalizing the pedestrian connectivity.

The applicant has addressed the Panel's comments in relation to Site 4 (Building 15) by widening the pedestrian entry and providing a more pronounced canopy, adding an awning to the bicycle storage entry area, recessing the parkade entry, relocating the garbage room and staging area, incorporating wood soffits around the pedestrian entry, providing additional wood cladding around the garage entry, and lightening the materials pallet.

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

Buildings and green spaces are connected by accessible pathways and elevators are situated in strategic locations to reflect the sloping nature of the site. A range of housing types (apartments, stacked townhouses and ground-oriented townhouses) are proposed to help support the concept of "aging in place" as identified in the District of North Vancouver's Accessible Design Policy.

The proposal fulfils the requirements of the Accessible Design Policy for Multi-Family Housing as:

- **Site 1** (Apartments): 119 Units (100%) meet the 'Basic Accessible Design' criteria and 6 units (5%) meet the 'Enhanced Accessible Design' criteria;
- **Site 2** (Stacked Townhouses): There are 7 stacked-townhouse buildings on Site 2. The lower levels of these buildings are all one-storey units with three-storey townhouse units above. Of the one-level units, 15 have access to their front door without the use of stairs and four of these units (4%) meet the 'Enhanced Accessible Design' criteria;
- **Site 3** (Ground-Oriented Townhouses): Only one of the units in Site 3 is accessible without the use of stairs. Although there is no kitchen on the ground floor, there is an accessible washroom and bedroom which meet the 'Basic Accessible Design' criteria; and



- **Site 4 (Apartments):** 89 units (100%) of the units meet the 'Basic Accessible Design' criteria and 11 units (12%) meet the 'Enhanced Accessible Design' criteria.

### Rental and Affordable Housing Strategy

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

- **Goal 1: Expand the supply and diversity of housing**
  - The project includes a mix of tenures (ownership and rental) and housing forms (apartments, stacked townhouses, and traditional townhouses)
- **Goal 2: Expand the supply of new rental and affordable housing**
  - The project provides 89 rental units including 33 non-market rental units on Site 4, one non-market family rental unit (Habitat for Humanity) on Site 2, and 25 "rent-to-own" units geared toward first time home owners on Site 1.
- **Goal 5: Minimizing Impacts to Tenants**
  - The site is currently vacant. Of the former 114 units, 43 units were rented at the time of acquisition. Eleven of the 43 tenants elected to move out without assistance and the remaining 32 received tenant assistance packages. All former tenants have relocated to new homes.
- **Goal 6: Partner with other agencies to help deliver affordable housing**
  - A partnership with Habitat for Humanity is proposed, through which Anthem would sell one unfinished 3-bedroom townhouse to Habitat for Humanity at a below-market rate. The townhouse would be finished by Habitat for Humanity volunteers, owned by Habitat for Humanity and used to provide non-market rental housing to a family.
  - The applicant proposes to retain ownership of the rental building but will be required to partner with a non-profit housing society to operate the affordable rental units.

### Off-site improvements

The application includes improved street frontages with street tree plantings and streetlight upgrades, including pedestrian lighting, curb, gutter, sidewalks, and paving improvements along both the Mount Seymour Parkway and Lytton Street frontages. A widened bike lane, extended southbound left-turn lane, extended bus pull-out bay, and a new bus shelter will be provided on the Mount Seymour Parkway frontage. The bus shelter will be secured with a statutory right of way. Upgrades to existing watermains, sanitary and storm will also be required. The applicant's estimated total value of off-site works (engineering and landscaping) is \$2,750,365. This estimate has been provided by the applicant and the full scope (and value) of required off-site construction will be determined through the detailed design work at the Building Permit stage.

The project will be required to pay District of North Vancouver Development Cost Charges (DCC's) at the applicable rate at the date of Building Permit submission should the rezoning be successful. DCC's are estimated at \$2,793,400 based on the 2020 rates.

Greater Vancouver Sewage and Drainage DCC's and TransLink DCC's will also be required.

### 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 \$3,386,385 (based on 2020 rates) will be included in the proposed CD118 Zone. This cash contribution is in addition to the market and non-market rental housing being provided in the project.

It is anticipated that the CACs from this development will be directed toward the affordable housing fund, park and trail improvements, public art, or other public realm infrastructure improvements. Details of the proposed art have not been resolved but the applicant has committed to working with the District on a public art element in the project.

### Tenant Relocation Assistance

The District's Residential Tenant Relocation Assistance Policy (RTRAP) applies to rezoning applications that require the demolition of any building or combination of buildings containing more than four rental dwelling units, at the time of the detailed application. The policy was amended in March 2018, as the previous policy only applied to purpose-built rental units. When the applicant purchased the property in January 2017, rental tenants occupied 43 of the units. Given the previous development on the site consisted of 114 "fractional interest" units at the time of submission of the detailed application, the RTRAP did not apply. Despite not being applicable under the previous version of the policy, the applicant opted to provide tenant relocation assistance. The applicant hired LPA Development Consultants to provide each tenant with assistance in finding new homes. By the time LPA was hired, 11 tenants had elected to move out without assistance from the applicant and the remaining 32 tenants received the following compensation package:

- Decrease in rent to \$1.00 per square foot as of February 1, 2017 for duration of tenancy
- Cash compensation equal to 3 months of the previous rent
- \$500 moving allowance
- Assistance arranging movers
- Option to rent back in new rental building for either market units or non-market units provided they meet the tenant occupancy criteria.

The last tenants moved out on July 1, 2018. A demolition permit was issued on February 27, 2019 and the demolition was completed in August 2019.

Landscaping

A landscape plan has been submitted with the rezoning application showing a children’s play area and outdoor open space on Site 1 (see Figures 14 and 15). Outdoor open space is also proposed in between buildings 1 and 2, 6 and 7, 7 and 8 and to the south of Building 5. Each of these spaces will be available for use by all residents of the development and this access will be secured in the Development Covenant.



Figure 14. Landscape Plan



Figure 15. Artistic Rendering of outdoor open space and children's play area on Site 1

**Trees**

The proposal includes a tree retention plan that protects three large mature trees on the Mount Seymour Parkway frontage and substantial stands of trees along the east property line (adjacent to single family lots) and the south property line (adjacent to Windsor Secondary School) (see Figure 14). The off-site trees on the west side of Lytton Street will also be protected.

Figure 14 summarizes the proposed tree retention, removal, and replanting. The proposal results in a net increase in on-site trees from 64 (existing trees) to 178 (retained and new trees). The proposal will have approximately 2.7 times as many trees as the existing site.



Figure 14. Tree Removal and Retention Plan

Tree protection will be secured in the Development Covenant.

Should the rezoning proposal proceed, a more detailed review of landscape and tree retention 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, Development Engineering, Community Planning, Urban Design, Transportation, and Fire departments, as well as 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 other projects in the area (if applicable) to minimize construction impacts on pedestrian and vehicle movement along Mount Seymour Parkway and Lytton Street and maintain access to Ron Andrews Community Recreation Centre, Windsor Secondary School, and the indoor soccer facility. 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.

There are currently no other development applications in the immediate area and the District is not expecting any new major civil infrastructure work in the area during the construction of this project.

### Public Input

The applicant held a facilitated Public Information Meeting on October 4, 2017. Notices were distributed to neighbours in accordance with the District's policy on Non-Statutory Public Consultation for Development Applications. Two signs were placed on the property to notify passers-by of the meeting, and advertisements were placed in the North Shore News. A webpage was established for this project on the District's website. The meeting was attended by approximately 71 residents.

Some community members expressed support for the architecture, non-market housing, variety of unit types, amount of bicycle parking, and proximity to public transportation. Others expressed concerns related to traffic and parking, building height and density, construction impacts, loss of green space, lack of commercial space, and stormwater management. Questions were raised regarding school capacity, construction phasing, childcare, and car share opportunities.

The facilitator's report is attached as **Attachment G**.

In addition to the formal facilitated Public Information Meeting, the developer held an open-house on October 5, 2019 to give the public an update on the project. The open house was initiated by the developer and was not part of the District's Planning application process requirements and District staff did not attend. According to the applicant's materials, approximately 250 members of the community (184 registered participants and over 70 unregistered participants) attended. The public will have an additional opportunity to provide input at the Public Hearing should the project advance.

### Implementation

Implementation of this project will require a rezoning and three Housing Agreements, as well as issuance of one or more development permits and registration of legal agreements.

Bylaw 8423 (**Attachment B**) rezones the subject site from Multi-Family Residential 3 (RM3) to a new Comprehensive Development Zone 118 (CD118) which:

- secures the Community Amenity Contribution;
- establishes the permitted residential and commercial use;
- establishes the maximum permitted floor area on the site;
- establishes setback and building height regulations;
- establishes parking regulations specific to this project; and
- removes the existing siting area map.

Bylaw 8424 (**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 8425 (**Attachment D**) authorizes the District to enter in a Housing Agreement to secure the market and non-market rental units in Building 15 on Site 4 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):

- "rent-to-own" units on Site 1;
- Habitat for Humanity unit on Site 2;
- easement to secure access to amenity spaces;
- easement for private internal road;
- statutory right of way to secure public access and bus shelter;
- stormwater management covenant;
- covenant to specify that any "unsold" parking spaces be transferred to strata corporation; and
- registration of housing agreements.

## **CONCLUSION**

This project assists in implementation of the District's Official Community Plan and it advances rental and affordable rental housing objectives 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 8423, 8424, and 8425 and refer Bylaw 8423 to a Public Hearing (staff recommendation);
2. Revise Bylaws 8423, 8424, and 8425 based on direction from Council;
- or,
3. Defeat the bylaws at First Reading.

Respectfully submitted,



Darren Veres  
Senior Planner

### **Attachments:**

- A. Architectural and Landscape Plans
- B. Bylaw 8423 – Rezoning Bylaw
- C. Bylaw 8424 – Housing Agreement to secure no strata rental restrictions
- D. Bylaw 8425 – Housing Agreement to secure market and affordable rental unit
- E. ADP Minutes for July 13, 2017
- F. ADP Minutes for October 10, 2019
- G. Facilitator's Report

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





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- DRAWING SCALE**
- REVISIONS**
- 1 APRIL 26, 2013 CLIENT REVIEW
  - 2 MAY 11, 2013 CLIENT APPROVAL
  - 3 MAY 28, 2013 REVISIONS FOR APPROVAL
  - 4 JUN 20, 2013 REVISIONS FOR APPROVAL
  - 5 JUL 25, 2013 REVISIONS FOR APPROVAL
- DATE PREPARED**
- 4 APRIL 26, 2013 CLIENT REVIEW
  - 4 APRIL 26, 2013 CLIENT APPROVAL



ANHEM PROPERTIES

SEYMOUR  
11770  
11770  
11770

COVER

1000

MARCH 27,  
2013

A

**ATTACHMENT A**



# Integra

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**CONCEPTUAL SKETCH**

**BUILDING 1 CORNER OF LYTTON STREET + MOUNT SEYMOUR PARKWAY**



ANthem PROPERTIES

SEYMOUR ESTATES

904-804  
LYTTON STREET  
DISTRICT OF NORTH  
VANCOUVER, BC

CHARACTER  
SKETCHES

10389

MARCH 27, 2014

1000-1000

**A-2.0061**



CONCEPTUAL SKETCH

BUILDING 1 INNER COURTYARD AERIAL VIEW



**Integra**

ARCHITECTURE INC.

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ANHEM PROPERTIES

SEYMOUR ESTATES

904-948  
 LYTON STREET  
 DISTRICT OF NORTH  
 VANCOUVER, BC

CHARACTER  
 SKETCHES

10300 17/04/2017

10300 17/04/2017

SEARCH 37, 2030 17/04/2017

SEARCH 37, 2030 17/04/2017

A-2.0062



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CONCEPTUAL SKETCH

MOUNT SEYMOUR PARKWAY



ANTHEM PROPERTIES

SEYMOUR ESTATES

904 - 804  
LYTTON STREET  
DISTRICT OF NORTH  
VANCOUVER, BC

CHARACTER  
SKETCHES

1000 PROJECT  
1000 DATE  
1000 ISSUE 1  
1000 DATE 03/03/2018  
1000 DRAWN BY  
1000 CHECKED BY

A-2.0063



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OR CONTACT: INTEGRATION INC., 100 GARDNER  
ST. VICTORIA, BC V8N 2C1



CONCEPTUAL SKETCH

SITE 2 - INNER COURTYARD



ANTHEM PROPERTIES

SEYMOUR ESTATES

304 - 306  
LYTTON STREET  
DISTRICT OF NORTH  
VANCOUVER, BC

CHARACTER  
SKETCHES

1000	PROJECT 1
	DATE
MARCH 27, 2020	DATE
DATE OF DESIGN DEVELOPMENT	DATE
	DATE

A-2.0064



CONCEPTUAL SKETCH

BUILDING 15 FROM LYTTON STREET



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ANTHEM PROPERTIES



(01-10-10)

ANTHEM PROPERTIES

SEYMOUR ESTATES

104 - 108  
LYTTON STREET  
DISTRICT OF WESTH  
VANCOUVER, BC

CHARACTER  
SKETCHES

1030	10/10/11
1031	10/10/11
1032	10/10/11
1033	10/10/11
1034	10/10/11
1035	10/10/11
1036	10/10/11
1037	10/10/11
1038	10/10/11
1039	10/10/11
1040	10/10/11

A-2.0065



CONCEPTUAL SKETCH

BUILDING 15 CAFE / COFFEE SHOP



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 Telephone: 604 698 4220

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ANTHEM PROPERTIES

SEYMOUR ESTATES

304 - 306  
 LITTLE SPURGE  
 DISTRICT OF NORTH  
 VANCOUVER, BC

CHARACTER  
 SKETCHES

1530  
 15/04/2015  
 15/04/2015  
 15/04/2015  
 15/04/2015

**A-2.0066**

METRUM ARCHITECTURE INC.  
 415 WEST PENDER STREET  
 VANCOUVER, BC V6B  
 V7S  
 T 604.681.4320 F 604.681.4370  
 info@metrum-arch.com  
 www.metrum-arch.com



P+A

DATE: 08/13/2020



PROJECT: SEYMOUR ESTATES

ANHEM PROPERTIES

PROJECT: SEYMOUR ESTATES

SEYMOUR ESTATES  
 LYTON STREET  
 NORTH VANCOUVER, BC

**Full Landscape  
 Layout Plan**

0200 PROJECT  
 0400 DRAWING  
 AUG. 13, 2020 DATE  
 Released for DP Sites 1 & 2  
 Intended for Resizing Sites 1 - 4

LO.0







**MOUNT SEYMOUR PARKWAY - STREETSCAPE ELEVATION**



**LYTTON STREET - STREETSCAPE ELEVATION**



**NORTH PRIVATE STRATA ROAD - STREETSCAPE ELEVATION**



**Integra**

ARCHITECTURE INC.

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Telephone: 604 688 4220

Registered architect, with practicing license #19928-2

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ANHEM PROPERTY # 043



ANHEM PROPERTIES

SEYMOUR ESTATES

804 - 806  
LYTTON STREET  
DISTRICT OF NORTH  
VANCOUVER, BC

**STREETSCAPE  
ELEVATIONS**

1:1000 PROJECTS

1:1000

SEARCH BY: 0101 1:1000

ISSUE 5 1:1000

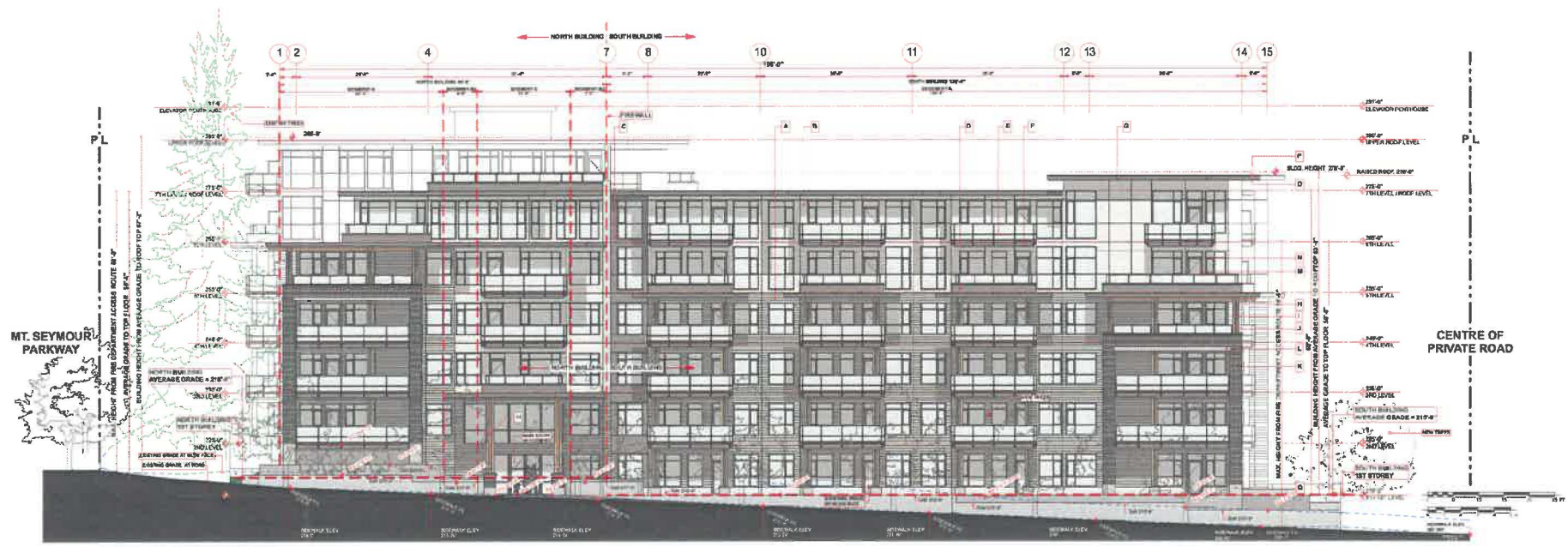
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PROJECT NO: 14001

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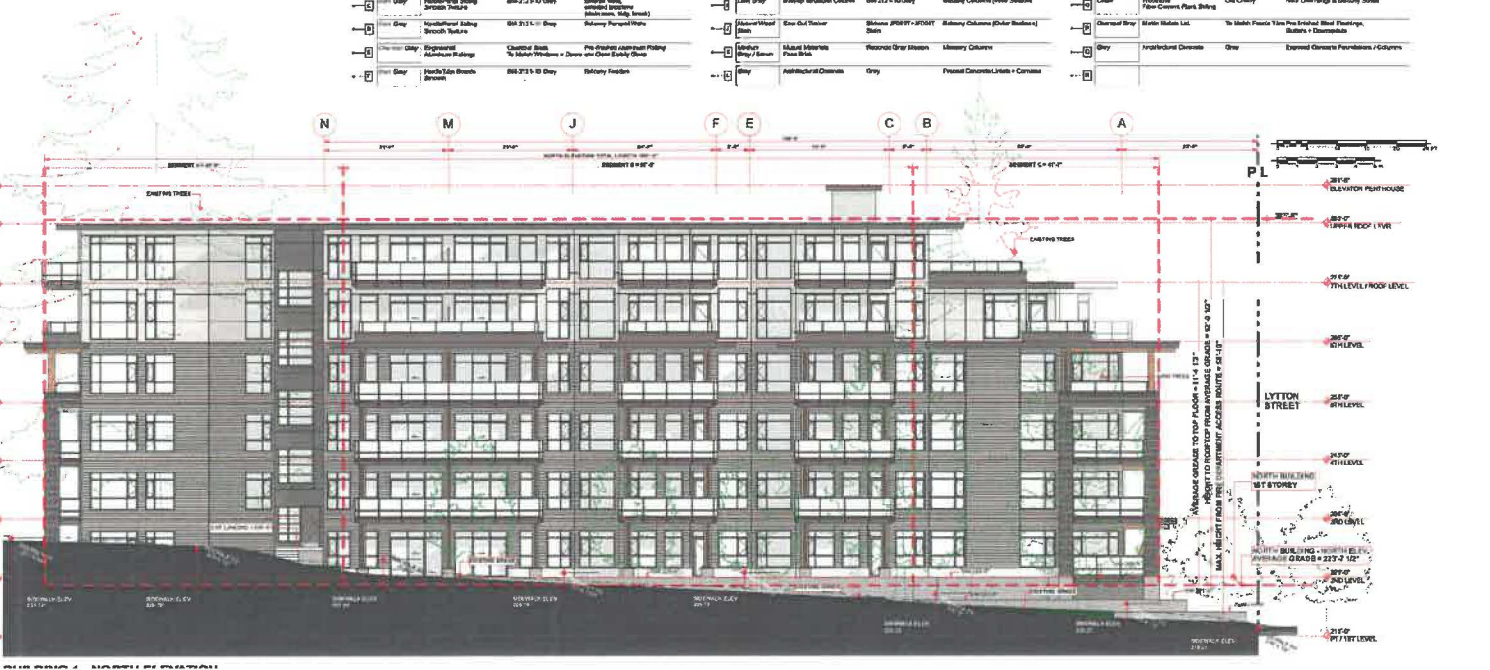
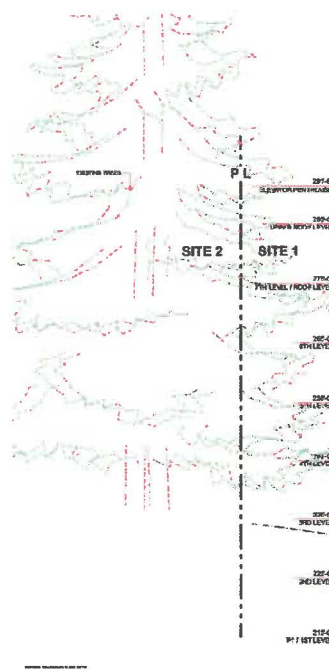


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Vancouver, BC, V6C 1S4  
www.integra-arch.com  
Telephone: 604-688-4220



**BUILDING 1 - WEST ELEVATION**

Code	Manufacturer	Colour & match	Remarks	Code	Manufacturer	Colour & match	Remarks	Code	Manufacturer	Colour & match	Remarks
1	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion	1	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion	1	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion
2	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion	2	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion	2	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion
3	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion	3	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion	3	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion
4	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion	4	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion	4	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion
5	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion	5	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion	5	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion
6	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion	6	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion	6	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion
7	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion	7	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion	7	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion
8	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion	8	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion	8	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion
9	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion	9	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion	9	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion
10	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion	10	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion	10	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion
11	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion	11	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion	11	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion
12	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion	12	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion	12	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion
13	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion	13	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion	13	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion
14	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion	14	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion	14	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion
15	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion	15	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion	15	Paint	Grey	South Park Lap Siding, Crownmold Trim, 0" Expansion



KEY PLAN BDD 01



**Anthem**

SEYMOUR ESTATES  
804 84 LYTTON STREET  
NORTH VANCOUVER, BC

**BUILDING 1 ELEVATIONS**

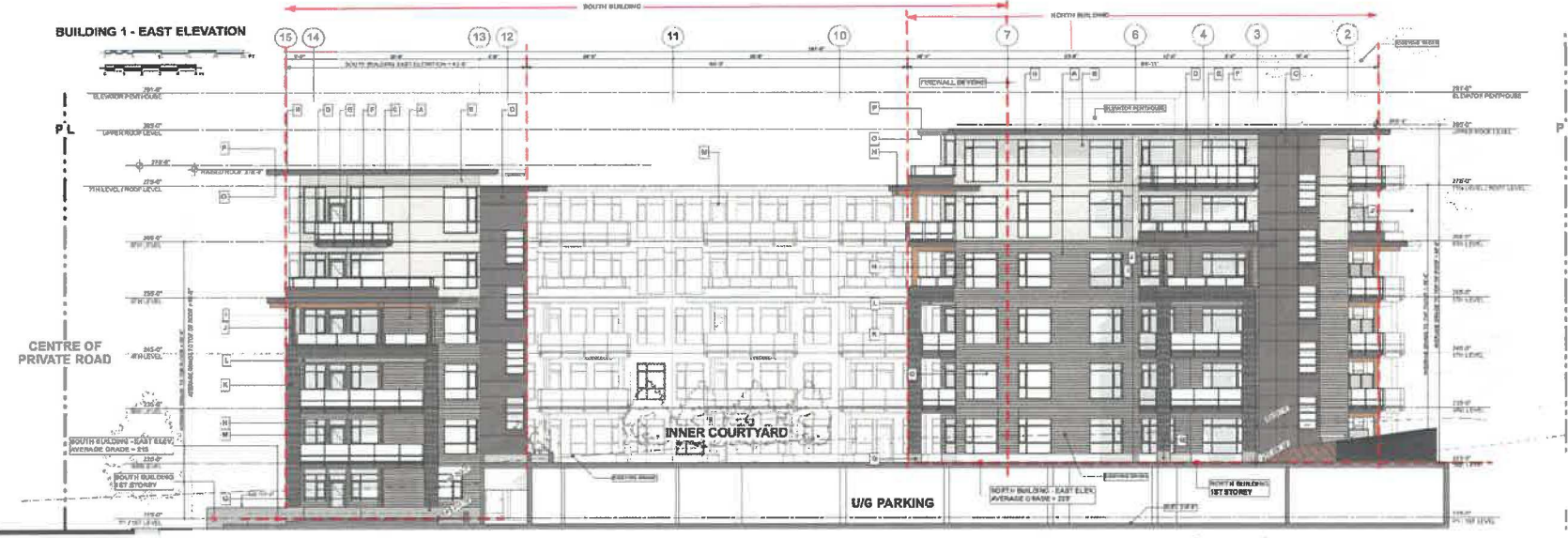
16389 PROJECT NO.  
1/24/21 SCALE  
March 28, 2020 DATE  
1:00:00 TIME  
SP-42-4.0 REVISED BY  
1/24/21 DATE

**A-2.0141**



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WT. SEYMOUR  
PARKWAY



**BUILDING 1 - SOUTH ELEVATION**

Colour	Manufacturer	Colour to match... Reference No.	Elements
A	Wains Gray	HardiPanel Lay Riding Coloured Textile, P Epoxy	1st Floor Walls
B	Dark Gray	HardiPanel Sliding Smooth Finish	Upper Walls
C	Dark Gray	HardiPanel Sliding Smooth Textured	Exterior walls selected locations (Entrances, Strip Doors)
D	Dark Gray	HardiPanel Sliding Smooth Textured	Balcony Perimeter Walls
E	Charcoal Gray	Engineered Aluminium Railings	Pre-finished Aluminium Railing To Match Windows + Doors, c/w Clear Safety Glass
F	Dark Gray	HardiPanel Boards Smooth	Balcony Ropes

Colour	Manufacturer	Colour to match... Reference No.	Elements
G	Dark Gray	HardiPanel Boards Smooth Finish	1st Floor Facade
H	Natural Wood Stain	Skanska Beams / Columns	Skanska JPOD31+JPOD41 Balcony Beams Main Entry Beams + Columns
I	Dark Gray	Skanska Structural Columns	Skanska JPOD31+JPOD41 Balcony Columns (Inner Sections)
J	Natural Wood Stain	Skanska Timber	Skanska JPOD31+JPOD41 Balcony Columns (Outer Sections)
K	Medium Gray / Brown	Various Materials Face Brick	Rounded Gray Masonry Masonry Columns
L	Gray	Architecture Concrete	Gray Precast Concrete Liners + Cornices

Colour	Manufacturer	Colour to match... Reference No.	Elements
M	Charcoal Gray	Vinyl Doors	Charcoal Gray Darkly Flamed Vinyl Doors
N	Charcoal Gray	Vinyl Windows	Charcoal Gray Double Glazed Vinyl Windows
O	Clear	Woodstone Fiber Cement Panel Siding	Old Cherry Roof Drainage & Balcony Soffits
P	Charcoal Gray	Mishin Metals Ltd.	To Match Façade Trim Pre-finished Steel Flashings, Gutters + Downspouts
Q	Gray	Architectural Concrete	Gray Exposed Concrete Foundations / Columns



**Anthem**

SEYMOUR ESTATES  
804-804 LYTTON STREET  
NORTH VANCOUVER, BC V7R 1A4

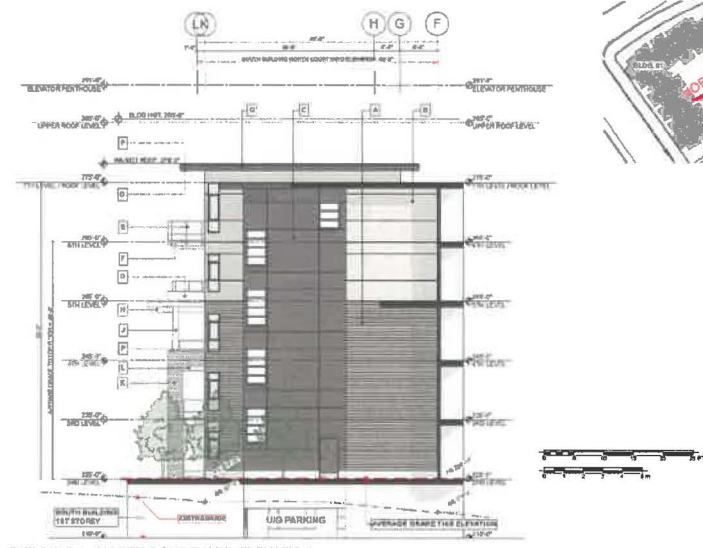
**BUILDING 1 ELEVATIONS**

16339  
1/2" = 1'-0"  
March 26, 2020

**A-2.0142**



BUILDING 1 - EAST COURTYARD ELEVATION



BUILDING 1 - NORTH COURTYARD ELEVATION



BUILDING 1 - SOUTH COURTYARD ELEVATION

**MATERIAL & COLOUR LEGEND BUILDING 01**

Colour	Manufacturer	Colour to match Reference No.	Elements
A	HardiPlank Lap Siding CedarMill Texture, 1" Lapcourse	BM 2115-56 Stone Harbor	Lower Walls
B	HardiPanel Siding Smooth Finish	BM 2111-70 Calm	Upper Walls
C	HardiPanel Siding Smooth Finish	BM 2121-12 Gray	Exterior walls, finished locations (Staircases, Balconies)
D	HardiPanel Siding Smooth Finish	BM 2121-10 Gray	Balcony Parapet Walls
E	Engineered Aluminum Siding	Charcoal (See To Match Windows + Doors for Color Safety Glass)	Pre-finished Aluminum Railing
F	HardiPanel Boards Smooth	BM 2121-19 Gray	Balcony Facades

Colour	Manufacturer	Colour to match Reference No.	Remarks
G	HardiTrim Boards Smooth Finish	BM 2121-18 Gray	Roof Fascia
H	Natural Hardi Panel	Glulam Beams / Columns Sikens JPM001 + JPM04T Stain	Balcony Beams Main Entry Beams + Columns
I	Dark Gray	BUILD-UP STRUCTURAL Columns	Masonry Columns (Outer Sections)
J	Natural Hardi Panel	Saw Cut Timber	Balcony Columns (Outer Sections)
K	Mutual Gray / Brick	Mutual Materials Face Brick	Masonry Columns
L	Gray	Architectural Concrete	Pre-cast Concrete Lintels + Cornices

A	HARDIPLANK LAP SIDING LOWER WALLS CEDARMILL TEXTURE BM 2115-56 STONE HARBOR	F / G:	HARDI TRIM FASCIA + BALCONY TRIM BM 2121-18 GRAY
B:	HARDIPANEL SIDING UPPER WALLS SMOOTH TEXTURE BM 2111-70 CALM	K:	MUTUAL MATERIALS FACE BRICK MASONRY COLUMNS RETENCO GRAY MISSION
C:	HARDIPANEL SIDING SMOOTH TEXTURE BM 2121-10 GRAY	J/H:	GLULAM BEAMS + COLUMNS CEDAR STAIN SAW-CUT TIMBER COLUMNS CEDAR STAIN
D:	HARDIPANEL SIDING BALCONY PARAPET WALLS STAIRCASE WALLS SMOOTH TEXTURE BM 2121-10 GRAY	M/N:	DOUBLE GLAZED VINYL DOORS + WINDOWS CHARCOAL GRAY
E:	PRE-FINISHED ALUMINUM RAILING WITH SAFETY GLASS CHARCOAL GRAY	O:	WOODTONE FIBRE CEMENT BOARD SIDING / SCOFFS RUSTIC SERIES - OLD CHERRY



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PROPOSED MATERIALS, FINISHES AND COLORS ARE FOR INFORMATION ONLY. THE FINAL DECISION ON MATERIALS, FINISHES AND COLORS WILL BE MADE BY THE CLIENT AND THE ARCHITECT.



**Anthem**  
RESIDENTIAL

SEYMOUR ESTATES

854-814  
LYTTON STREET  
NORTH VANCOUVER, BC

**BUILDING 1  
ELEVATIONS -  
COURTYARD**

15339  
1/8" = 1'-0"  
March 26, 2020  
REVISED  
BY: [Signature]

**A-2.0143**



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 Fax: 604 688 4201  
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SOUTH ELEVATION



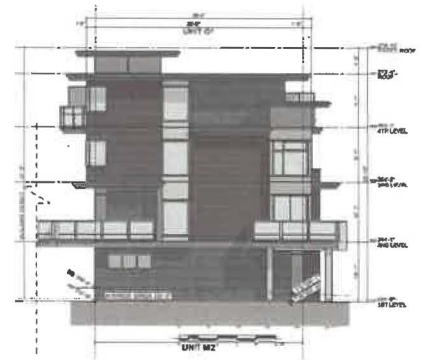
NORTH ELEVATION

**MATERIAL & COLOUR LEGEND BUILDINGS 2 & 4**

Colour	Manufacturer	Colour to match... Reference No.	Elements
A	Burgundy Woodtone Fiber Cement Plank Siding	Warm Espresso	Accent Siding @ Exterior Walls & Feature Elements @ Exterior walls, Selected locations
B	Dark Gray HardiePlank Lap Siding ColorPlus CedarMill Texture, 6" exposure	Night Gray	@ Exterior walls, Selected locations
C	Gray HardiePanel Siding ColorPlus Smooth Texture	Gray Slate	@ Exterior walls, Selected locations
D	Light Gray HardiePanel Siding ColorPlus Smooth Texture	Light Mist	@ Exterior walls, Selected locations
E	Light Gray AL13 ACM System	Silver Metallic MC309	Accent Cladding @ Unit Entrance
F	Dark Gray HardieTrim Boards ColorPlus Smooth	Benjamin Moore 2121-10 Gray	Balcony & Roof Fascias
G	Burgundy Woodtone Fiber Cement Plank Siding	Warm Espresso	Roof overhangs & balconies soffit
H	Light Gray Engineered Aluminum Railings	To match Anodized aluminum	Pre-finished Aluminum Railing c/w Clear Safety Glass
I	Light Gray Engineered Aluminum Privacy Screens	To match Anodized aluminum	Pre-finished Aluminum Frame c/w Obscure Safety Glass Infill Panel @ Unit Entrance
J	Burgundy Metal Doors	Benjamin Moore CSP-450 Bewitched	
K	Light Gray Vinyl Windows & Doors	To match Anodized aluminum	Double Glazed Vinyl Windows & Doors
L	Gray Architectural Concrete	Gray	Exposed Concrete Foundations / Columns
M	Varies Makin Metals Ltd.	colour to match adjacent material	Gutters + Downspouts, Pre-finished Steel Flashings @ Fascias, Doors & Windows, Through-wall



EAST ELEVATION



WEST ELEVATION



KEY PLAN

A, G: WOODTONE FIBRE CEMENT SIDING / SOFFITS RUSTIC SERIES - WILD BERRY

D: HARD-PANEL SIDING SMOOTH TEXTURE LIGHT MIST

H, I: ENGINEERED ALUMINUM RAILINGS AND PRIVACY SCREENS

J: METAL UNIT ENTRANCE DOORS BENJAMIN MOORE CSP-450 BOWITCHED

K: DOUBLE GLAZED VINYL DOORS + WINDOWS TO MATCH ANODIZED ALUMINUM

B: HARD-PLANK LAP SIDING CEDARMILL TEXTURE IRON GRAY

E: AL 13 ALUMINUM COMPOSITE PANEL SILVER METALLIC

C: HARD-PANEL SIDING SMOOTH TEXTURE GRAY SLATE

F: HARD-TRIM FASCIA + BALCONY TRIM BM 2121-10 GRAY



ANTHEM PROPERTIES  
 SEYMOUR ESTATES  
 LYTON STREET  
 PO BOX 400000  
 NORTH VANCOUVER, BC

BUILDING 2 ELEVATIONS  
 1:0389  
 1/8" = 1'-0"  
 March 26, 2020  
 SEYMOUR ESTATES  
 1000-1000

A-2.0241



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Approved drawings have been submitted to the City of Vancouver for review. This drawing is for informational purposes only. It is not to be used for construction without the approval of the City of Vancouver.

PROJECT TITLE



**SOUTH ELEVATION**

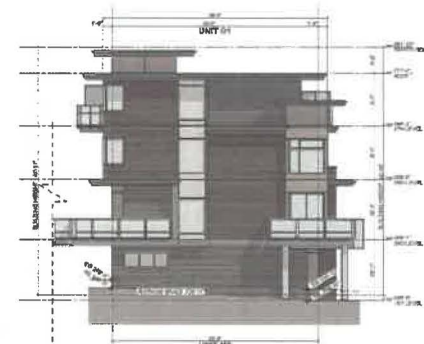


**NORTH ELEVATION**

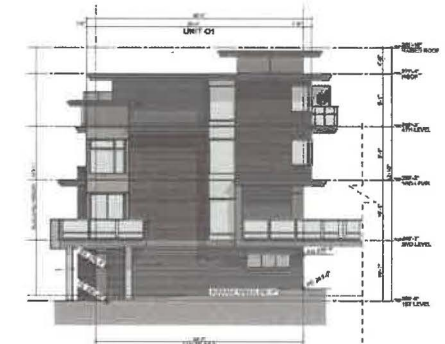


**MATERIAL & COLOUR LEGEND BUILDINGS 3 & 5**

Colour	Manufacturer	Colour to match... Reference No.	Elements
A Burgundy	Woodtone Fiber Cement Plank Siding	Warm Espresso	Accent Siding @ Exterior Walls & Feature Elements
B Dark Brown	HardiePlank Lap Siding ColorPlus CedarMill texture, 6" exposure	Timber bark	@ Exterior walls, Selected locations
C Brown	HardiePanel Siding ColorPlus Smooth Texture	Woodstock Brown	@ Exterior walls, Selected locations
D Beige	HardiePanel Siding ColorPlus Smooth Texture	Cobble Stone	@ Exterior walls, Selected locations
E Light Gray	AL13 ACM System	Silver Metallic MC309	Accent Cladding @ Unit Entrance
F Dark Gray	HardieTrim Boards ColorPlus Smooth	Benjamin Moore 2121-10 Gray	Balcony & Roof Fascias
G Burgundy	Woodtone Fiber Cement Plank Siding	Warm Espresso	Roof overhangs & balconies soffit
H Light Gray	Engineered Aluminum Railings	To match Anodized aluminum	Pre-finished Aluminum Railing c/w Clear Safety Glass
I Light Gray	Engineered Aluminum Privacy Screens	To match Anodized aluminum	Pre-finished Aluminum frame c/w Obscure Safety Glass Infill Panel
J Burgundy	Metal Doors	Benjamin Moore CSP-450 Bewitched	@ Unit Entrance
K Light Gray	Vinyl Windows & Doors	To match Anodized aluminum	Double Glazed Vinyl Windows & Doors
L Gray	Architectural Concrete	Grey	Exposed Concrete Foundations / Columns
M Varies	Makin Metals Ltd.	colour to match adjacent material	Gutters + Downspouts, Pre-finished Steel Flashings @ Fascias, Doors & Windows, Through-wall



**WEST ELEVATION**



**EAST ELEVATION**



**A, G**  
WOODTONE FIBRE CEMENT SIDING / SOFFITS  
RUSTIC GRAYS - WILD BERRY

**B**  
HARDI-PANK LAP SIDING  
CEDARMILL TEXTURE  
RICH ESPRESSO

**C**  
HARDI-PANEL SIDING  
SMOOTH TEXTURE  
WOODSTOCK BROWN

**D**  
HARDI-PANEL SIDING  
SMOOTH TEXTURE  
COBBLE STONE

**E**  
AL13 ALUMINUM COMPOSITE PANEL  
SILVER METALLIC

**F**  
HARDI-TRIM  
FASCIA + BALCONY TRIM  
BM 2121-10 GRAY

**H, I**  
ENGINEERED ALUMINUM  
RAILINGS AND PRIVACY SCREENS

**J**  
METAL UNIT ENTRANCE DOORS  
BENJAMIN MOORE  
CSP-450 BEWITCHED

**K**  
DOUBLE GLAZED  
VINYL DOORS + WINDOWS  
TO MATCH ANODIZED ALUMINUM



**KEY PLAN**



**ANTHEM PROPERTIES**  
SEYMOUR ESTATES  
LYTTON STREET  
850A APPROX  
NORTH VANCOUVER, BC

**BUILDING 3 ELEVATIONS**

1:250  
1/8" = 1'-0"  
March 26, 2020  
B302'S  
BY: [Signature]  
DATE: [Signature]

**A-2.0341**



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**SOUTH ELEVATION**



**NORTH ELEVATION**

**MATERIAL & COLOUR LEGEND BUILDINGS 2 & 4**

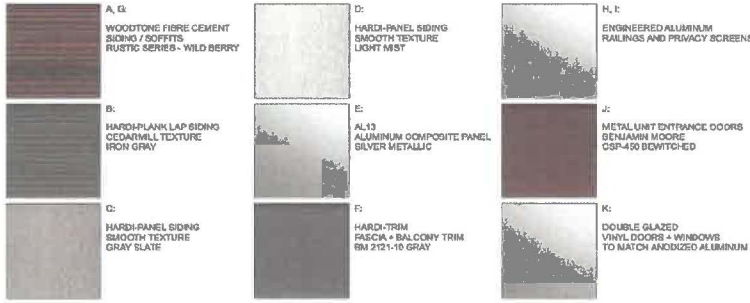
Colour	Manufacturer	Colour to match... Reference No.	Elements
A	Burgundy Woodtone Fiber Cement Plank Siding	Warm Espresso	Accent Siding @ Exterior Walls & Feature Elements
B	Dark Gray HardiePlank Lap Siding ColorPlus CedarMill Texture, 6" exposure	Night Gray	@ Exterior walls, Selected locations
C	Gray HardiePanel Siding ColorPlus Smooth Texture	Gray Slate	@ Exterior walls, Selected locations
D	Light Gray HardiePanel Siding ColorPlus Smooth Texture	Light Mist	@ Exterior walls, Selected locations
E	Light Gray AL13 ACM System	Silver Metallic MC309	Accent Cladding @ Unit Entrance
F	Dark Gray HardieTrim Boards ColorPlus Smooth	Benjamin Moore 2121-10 Gray	Balcony & Roof Fascias
G	Burgundy Woodtone Fiber Cement Plank Siding	Warm Espresso	Roof overhang & balconies soffit
H	Light Gray Engineered Aluminum Railings	To match Anodized aluminum	Pre-finished Aluminum Railing c/w Clear Safety Glass
I	Light Gray Engineered Aluminum Privacy Screens	To match Anodized aluminum	Pre-finished Aluminum frame c/w Obscure Safety Glass Infill Panel
J	Burgundy Metal Doors	Benjamin Moore CSP-450 Bewitched	@ Unit Entrance
K	Light Gray Vinyl Windows & Doors	To match Anodized aluminum	Double Glazed Vinyl Windows & Doors
L	Gray Architectural Concrete	Gray	Exposed Concrete Foundations / Columns
M	Varies Makin Metals Ltd.	colour to match adjacent material	Gutters + Downspouts, Pre-finished Steel Flashings @ Fascias, Doors & Windows, Through-wall



**WEST ELEVATION**



**EAST ELEVATION**



15289  
ANTHEM PROPERTIES  
SEYMOUR ESTATES  
LYTTON STREET  
#508 ADDRESS  
NORTH VANCOUVER, BC  
117749  
**BUILDING 4  
ELEVATIONS**  
15289  
1/8" = 1'-0"  
March 28, 2022  
15289  
15289  
15289  
**A-2.0441**

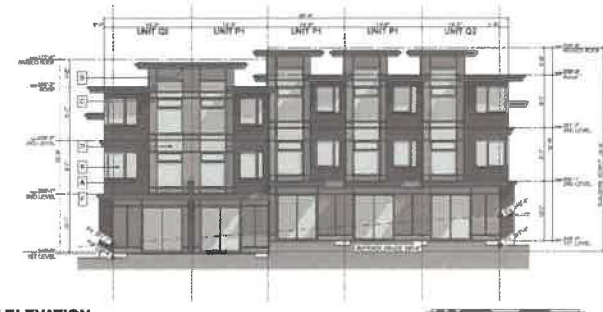


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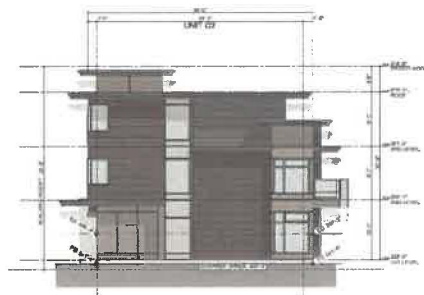
WEST ELEVATION



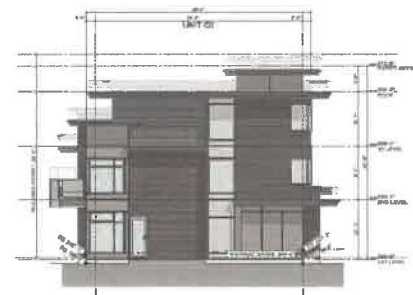
EAST ELEVATION

**MATERIAL & COLOUR LEGEND BUILDINGS 3 & 5**

Colour	Manufacturer	Colour to match... Reference No.	Elements
A	Burgundy Woodtone Fiber Cement Plank Siding	Warm Espresso	Accent Siding @ Exterior Walls & Feature Elements
B	Dark Brown HardiePlank Lap Siding ColorPlus CedarMill texture, 6" exposure	Timber bark	@ Exterior walls, Selected locations
C	Brown HardiePanel Siding ColorPlus Smooth Texture	Woodstock Brown	@ Exterior walls, Select locations
D	Beige HardiePanel Siding ColorPlus Smooth Texture	Cobble Stone	@ Exterior walls, Selected locations
E	Light Gray AL13 ACM System	Silver Metallic MC309	Accent Cladding @ Unit Entrance
F	Dark Gray HardieTrim Boards ColorPlus Smooth	Benjamin Moore 2121-10 Gray	Balcony & Roof Fascias
G	Burgundy Woodtone Fiber Cement Plank Siding	Warm Espresso	Roof overhang & balconies soffit
H	Light Gray Engineered Aluminum Railings	To match Anodized aluminum	Pre-finished Aluminum Railing c/w Clear Safety Glass
I	Light Gray Engineered Aluminum Privacy Screens	To match Anodized aluminum	Pre-finished Aluminum frame c/w Obscure Safety Glass Infill Panel
J	Burgundy Metal Doors	Benjamin Moore CSP-450 Bewitched	@ Unit Entrance
K	Light Gray Vinyl Windows & Doors	To match Anodized aluminum	Double Glazed Vinyl Windows & Doors
L	Gray Architectural Concrete	Gray	Exposed Concrete Foundations / Columns
M	Varies Makin Metals Ltd.	colour to match adjacent material	Gutters + Downspouts, Pre-finished Steel Flashings @ Fascias, Doors & Windows, Through-waf



NORTH ELEVATION



SOUTH ELEVATION



KEY PLAN



ANTHEM PROJECT



ANTHEM PROPERTIES

SEYMOUR ESTATES

LYTTON STREET  
 808A FORBES  
 NORTH VANCOUVER, BC  
 V7P 1A1

**BUILDING 5 ELEVATIONS**

1:5000  
 1/8" = 1'-0"  
 March 26, 2020  
 09:52:22  
 D:\PROJECTS\ANTHEM\BUILDING 5 ELEVATIONS

**A-2.0541**





BLDG 6 EAST ELEVATION



BLDG 6 NORTH ELEVATION



BLDG 6 WEST ELEVATION



BLDG 6 SOUTH ELEVATION



KEY PLAN

**MATERIAL & COLOUR LEGEND - BLDG 6 & 8**

Colour	Manufacturer	Colour to match... Reference No.	Elements
A	Brown	Hardie Plank Lap Siding ColorPlus Cedarmill texture, 6" exposure	Timber Bark Exterior walls, selected locations
B	Brown	HardiePanel Smooth texture on Easy Trim	Timber Bark Exterior walls, selected locations
C	Beige	HardiePanel Smooth texture on Easy Trim	Cobble Stone Exterior walls, selected locations
D	Cedar	Woodtone Fiber Cement Plank Siding	Woodtone 'Old Cherry' Exterior walls, Roof Overhangs, & Balcony soffits - selected locations
E	Charcoal Gray	Starline Vinyl	Charcoal Gray Double glazed vinyl windows & doors
F	Charcoal Gray	Urdahl	to match 1" Hardie Trim Boards Pre-finished Aluminum Railing c/w Clear Safety Glass

G	Charcoal Gray	Main Metals Ltd.	TBD to match Hardie 'Iron Gray'	Pre-finished steel flashings and downspouts
H	Brown	HardiePanel Smooth texture on Easy Trim	Timber Bark	Exterior Walls select Locations
I	Charcoal Gray	Hardie Trim Boards	Iron Gray	Balcony & Roof Fascias
J	Grey	Architectural concrete	Gray	Exposed concrete
K	Charcoal Gray	Benjamin Moore	TBD	Entry Doors
L	Brown	HardiePanel Smooth texture on Easy Trim	Woodstock Brown	Exterior Walls select Locations



**Integra**

ARCHITECTURE INC.

2330-201 Granville Street

Vancouver, BC, V6C 1S4

www.integra-arch.com

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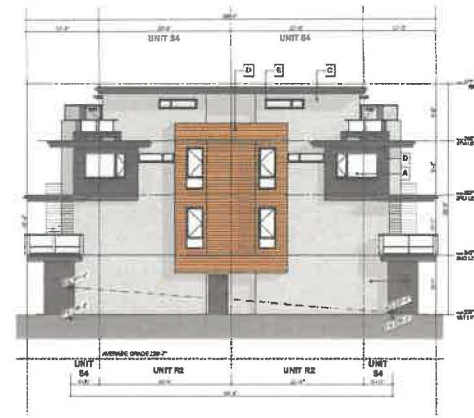
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BLDG 7 EAST ELEVATION



BLDG 7 NORTH ELEVATION



BLDG 7 KEY PLAN



BLDG 7 WEST ELEVATION



BLDG 7 SOUTH ELEVATION

**MATERIAL & COLOUR LEGEND - BLDG 7**

Colour	Manufacturer	Colour to match, Reference No.	Elements
A	Charcoal Hardie Plank Lap Siding ColorPlus CedarMill, 6" exposure	Iron Gray	Exterior walls, selected locations
B	Charcoal HardiePanel Smooth texture on Easy Trim	Iron Gray	Exterior walls, selected locations
C	Light Gray HardiePanel Smooth texture on Easy Trim	Pearl Gray	Exterior walls, selected locations
D	Cedar Woodtone Fiber Cement Plank Siding	Woodtone 'Old Cherry'	Exterior walls, Roof Overhangs, & Balcony Soffits - selected locations
E	Charcoal Gray Starline Vinyl	Charcoal Gray	Double glazed vinyl windows & doors
F	Charcoal Gray LindalH	to match T HardieTrim Boards	Pre-finished Aluminum Railing c/w Clear Safety Glass
G	Charcoal Gray Makin Melalis Ltd.	TBD to match Hardie * Iron Gray	Pre-finished steel flashings and downpouts
H	Light Gray HardiePanel Smooth texture on Easy Trim	Pearl Gray	Exterior Walls select Locations
I	Charcoal Gray Hardie Trim Boards	Iron Gray	Balcony & Roof Fascias
J	Gray Architectural concrete	Gray	Exposed concrete
K	Charcoal Gray Benjamin Moore	TBD	Entry Doors
L	Brown HardiePanel Smooth texture on Easy Trim	Woodstock Brown	Exterior Walls select Locations



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DATE: 2020-03-24

BY: [Signature]

PROJECT: BLDG 7

SCALE: AS SHOWN

DATE: 2020-03-24

BY: [Signature]

PROJECT: BLDG 7

SCALE: AS SHOWN

DATE: 2020-03-24

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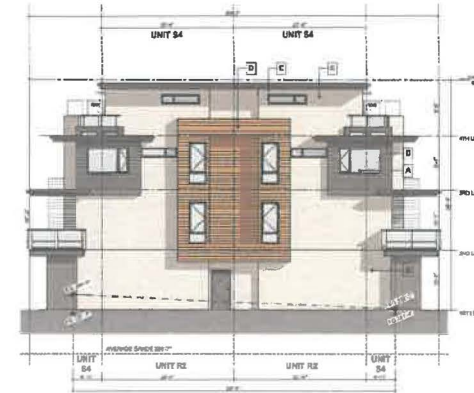
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BLDG 8 EAST ELEVATION



BLDG 8 NORTH ELEVATION



BLDG 8 WEST ELEVATION



BLDG 8 SOUTH ELEVATION



KEY PLAN BLDG 8

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**Anthem**  
PROPERTY SERVICES

SEYMOUR ESTATES  
1710 STREET  
DISTRICT OF NORTH VANCOUVER,  
BC

**BUILDING 8  
ELEVATIONS**

16339 PROJECTS  
1/3" = 1'-0"  
MAR 28, 2023  
ISSUE 5  
PREPARED BY: [Signature]

**A-2.0841**

**MATERIAL & COLOUR LEGEND - BLDG 6 & 8**

Colour	Manufacturer	Colour to match... Reference No.	Elements
A	Brown Hardie Plank Lap Siding ColorPlus CedarMill texture, 6" exposure	Timber Bark	Exterior walls, selected locations
B	Brown HardiePanel Smooth texture on Easy Trim	Timber Bark	Exterior walls, selected locations
C	Beige HardiePanel Smooth texture on Easy Trim	Cobble Stone	Exterior walls, selected locations
D	Color Woodstone Fiber Cement Plank Siding	Woodstone 'Old Cherry'	Exterior walls, Roof Overhangs, & Balcony Soffits - selected locations
E	Charcoal Gray Starline Vinyl	Charcoal Gray	Double glazed vinyl windows & doors
F	Charcoal Gray Lindsay	to match "HardieTrim Boards	Pre-finished Aluminum Railing clw Clear Safety Glass

G	Charcoal Gray	Makin Metals Ltd.	TBD to match Hardie "Iron Gray"	Pre-finished steel flashings and downpouts
H	Brown	HardiePanel Smooth texture on Easy Trim	Timber Bark	Exterior Walls select Locations
I	Charcoal Gray	HardieTrim Boards	Iron Gray	Balcony & Roof Fascias
J	Gray	Architectural concrete	Gray	Exposed concrete
K	Charcoal Gray	Benjamin Moore	TBD	Entry floors
L	Brown	HardiePanel Smooth texture on Easy Trim	Woodstock Brown	Exterior Walls select Locations



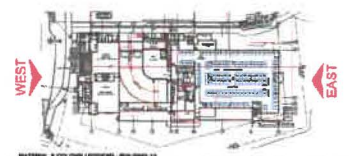
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Vancouver, BC V6C 1S4  
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Telephone: 604 688 4220



BUILDING 15 EAST ELEVATION



BUILDING 15 WEST ELEVATION



Code	Section	Description	Material
A	Medium Gray	James Hardie - HardiPanel	Brick - Layer 1/2
B	Light Gray	James Hardie - HardiPanel	Brick - Upper Flange (Shade System 2.5 Times / Flange)
C	Medium Gray	James Hardie - HardiPanel	Brick - Upper Flange (Shade System 2.5 Times / Flange)
D	Light Gray	James Hardie - HardiPanel	Brick - Upper Flange (Shade System 2.5 Times / Flange)
E	Light Gray	James Hardie - HardiPanel	Brick - Upper Flange (Shade System 2.5 Times / Flange)
F	Light Gray	James Hardie - HardiPanel	Brick - Upper Flange (Shade System 2.5 Times / Flange)
G	Light Gray	James Hardie - HardiPanel	Brick - Upper Flange (Shade System 2.5 Times / Flange)
H	Light Gray	James Hardie - HardiPanel	Brick - Upper Flange (Shade System 2.5 Times / Flange)
I	Light Gray	James Hardie - HardiPanel	Brick - Upper Flange (Shade System 2.5 Times / Flange)
J	Light Gray	James Hardie - HardiPanel	Brick - Upper Flange (Shade System 2.5 Times / Flange)
K	Light Gray	James Hardie - HardiPanel	Brick - Upper Flange (Shade System 2.5 Times / Flange)
L	Light Gray	James Hardie - HardiPanel	Brick - Upper Flange (Shade System 2.5 Times / Flange)
M	Light Gray	James Hardie - HardiPanel	Brick - Upper Flange (Shade System 2.5 Times / Flange)
N	Light Gray	James Hardie - HardiPanel	Brick - Upper Flange (Shade System 2.5 Times / Flange)
O	Light Gray	James Hardie - HardiPanel	Brick - Upper Flange (Shade System 2.5 Times / Flange)
P	Light Gray	James Hardie - HardiPanel	Brick - Upper Flange (Shade System 2.5 Times / Flange)
Q	Light Gray	James Hardie - HardiPanel	Brick - Upper Flange (Shade System 2.5 Times / Flange)
R	Light Gray	James Hardie - HardiPanel	Brick - Upper Flange (Shade System 2.5 Times / Flange)
S	Light Gray	James Hardie - HardiPanel	Brick - Upper Flange (Shade System 2.5 Times / Flange)
T	Light Gray	James Hardie - HardiPanel	Brick - Upper Flange (Shade System 2.5 Times / Flange)
U	Light Gray	James Hardie - HardiPanel	Brick - Upper Flange (Shade System 2.5 Times / Flange)
V	Light Gray	James Hardie - HardiPanel	Brick - Upper Flange (Shade System 2.5 Times / Flange)
W	Light Gray	James Hardie - HardiPanel	Brick - Upper Flange (Shade System 2.5 Times / Flange)
X	Light Gray	James Hardie - HardiPanel	Brick - Upper Flange (Shade System 2.5 Times / Flange)
Y	Light Gray	James Hardie - HardiPanel	Brick - Upper Flange (Shade System 2.5 Times / Flange)



**Anthem**  
PROFESSIONAL ARCHITECT

SEYMOUR ESTATES  
LYNDON STRIFF  
25th Avenue  
NORTH VANCOUVER, BC

**BUILDING 15 ELEVATIONS**

1:200  
1/8" = 1'-0", 1" = 12'-0"  
MARCH 26, 2020  
ISSUE 0 850-820 5th  
REVISIONS

**A-2.1541**



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BUILDING 15 NORTH ELEVATION

SECTION & COLOR LIBRARY - BUILDING 15	SECTION	DETAILS
A	Window	Window - Large/Small
B	Window	Window - Medium/Small
C	Window	Window - Small/Small
D	Window	Window - Small/Small
E	Window	Window - Small/Small
F	Window	Window - Small/Small
G	Window	Window - Small/Small
H	Window	Window - Small/Small
I	Window	Window - Small/Small
J	Window	Window - Small/Small
K	Window	Window - Small/Small
L	Window	Window - Small/Small
M	Window	Window - Small/Small
N	Window	Window - Small/Small
O	Window	Window - Small/Small
P	Window	Window - Small/Small
Q	Window	Window - Small/Small
R	Window	Window - Small/Small
S	Window	Window - Small/Small
T	Window	Window - Small/Small



BUILDING 15 SOUTH ELEVATION



**Anthem**  
ARCHITECTURE

SEYMOUR ESTATES  
1 VICTORIA SQUARE  
830A Adelaide Street  
NORTH VANCOUVER, BC

**BUILDING 15 ELEVATIONS**

16230  
1/8" = 1'-0", 1:1.11  
March 28, 2023  
ISSUE # 80-42-00  
A-2.1542

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

**Bylaw 8423**

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

---

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

**Citation**

1. This bylaw may be cited as "District of North Vancouver Rezoning Bylaw 1396 (Bylaw 8423)".

**Amendments:**

2. District of North Vancouver Zoning Bylaw 3210, 1965 is amended as follows:
  - (a) Part 2A, Definitions is amended by adding CD118 to the list of zones that Part 2A applies to.
  - (b) Section 301 (2) by inserting the following zoning designation:

"Comprehensive Development Zone 118                      CD118"

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

**"4B118 Comprehensive Development Zone 118                      CD118"**

**The CD118 zone is applied to:**

Lot A, Block X, District Lot 580, Plan 11419 (PID: 009-073-086)

**4B 118 - 1 Intent**

The purpose of the CD118 Zone is to permit a mixed-use, medium-density development which includes a mix of apartments, townhouses, and commercial space.

#### **4B 118 – 2 Interpretation**

For the purposes of this CD118 Zone, in addition to the definitions in Part 2A of the Zoning Bylaw, the following definition shall apply:

*"retail food services"* means land, buildings and structures used for the provision of prepared foods and beverages for either on or off-site consumption and the sale of goods to the public. Typical uses would include: delicatessens; cafes; refreshment stands; sandwich bars; and take-out food services. This use class does not include: restaurants; neighbourhood public houses; drive-in restaurants; or licensed lounges.

#### **4B 118 - 3 Permitted Uses:**

The following *principal* uses shall be permitted in the CD118 Zone:

a) **Uses Permitted Without Conditions:**

Not applicable.

b) **Conditional Uses:**

The following *principal* uses are permitted when the conditions outlined in Section 4B 118 - 4 Conditions of Use, are met:

- i) *residential use; and*
- ii) *retail food services.*

#### **4B 118 - 4 Conditions of Use**

a) **All conditional uses:** All uses of land, buildings and structures are only permitted when the following conditions of use are met:

- i) All aspects of the use are completely contained within an enclosed building except for:
  - a) Parking and loading areas;
  - b) *Outdoor customer services areas;* and
  - c) Outdoor amenity areas (plazas, roof decks, play areas, and private or semi-private outdoor space).



- b) **Residential:** *Residential uses* are only permitted when the following conditions are met:
- i) Each dwelling unit has access to private or semi-private outdoor space; and
  - ii) Balcony enclosures are not permitted.
- c) **Retail Food Services:** *Retail Food Services* are only permitted to be located in "Area D" as shown on the map attached labelled "Schedule B" up to a maximum of 111.5 m<sup>2</sup> (1,200 sq. ft.) and confined to the ground floor of a building when the following conditions are met:
- i) any outdoor customer service area must be operationally and physically tied to the principal use premises which it serves;
  - ii) any outdoor customer service area shall not exceed 66 m<sup>2</sup> (710 sq. ft.), or 26 seats, whichever is lesser;

#### **4B 118 - 5 Accessory Use**

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

#### **4B 118 - 6 Density**

- a) The maximum permitted density is 19,050 m<sup>2</sup> (205,055 sq. ft.) and 114 residential units.
- b) For the purpose of calculating *gross floor area*, the following are exempted:
- i) Parking, storage, mechanical, maintenance areas and any other areas located below grade in a structure which has an exposed exterior wall less than 1.2 m (4 ft.) above finished grade;
  - ii) Unenclosed balcony areas;
  - iii) Unenclosed rooftop common amenity space accessory to a residential use located in "Area A" as shown on the map attached labelled "Schedule B" up to a maximum of 57 m<sup>2</sup> (613 sq. ft.)
  - iv) Indoor common amenity area accessory to a residential use located in "Area A" as shown on the map attached labelled "Schedule B" up to a maximum of 70 m<sup>2</sup> (753.5 sq. ft.);

- v) Indoor common amenity area accessory to a residential use located in “Area D” as shown on the map attached labelled “Schedule B” up to a maximum of 95 m<sup>2</sup> (1,023 sq. ft.); and
- vi) Bicycle storage area and repair room located in “Area D” as shown on the map attached labelled “Schedule B” up to a maximum of 305 m<sup>2</sup> (3,283 sq. ft.).

**4B 118 - 7 Amenities**

- a) Despite Subsection 4B 118 - 6, permitted gross floor area in the CD118 Zone shall be increased to a maximum of 34,733 m<sup>2</sup> (373,862 sq. ft.) and a maximum of 341 residential units allocated in accordance with the table 4B 118 – 7 b), if the following conditions are met:
  - i) A Housing Agreement is entered into prohibiting any restrictions preventing the owners in “Areas A”, “Area B”, and “Area C” as shown on the map attached and labelled “Schedule B” from renting their units;
  - ii) A Housing Agreement is entered into securing a minimum of 89 residential rental units located on “Area D” as shown on the map attached labelled “Schedule B”, of which a minimum of 33 residential rental units are secured to be operated as non-market rentals;
  - iii) \$3,386,385 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):
    1. Affordable or special needs housing;
    2. The provision or enhancement of public facilities;
    3. Improvements to public parks, plazas, trails and greenways; and
    4. Public art and other beautification projects.
- b) Table 4B 118 – 7 b) maximum number of units per parcel as shown on the map attached and labelled “Schedule B”:

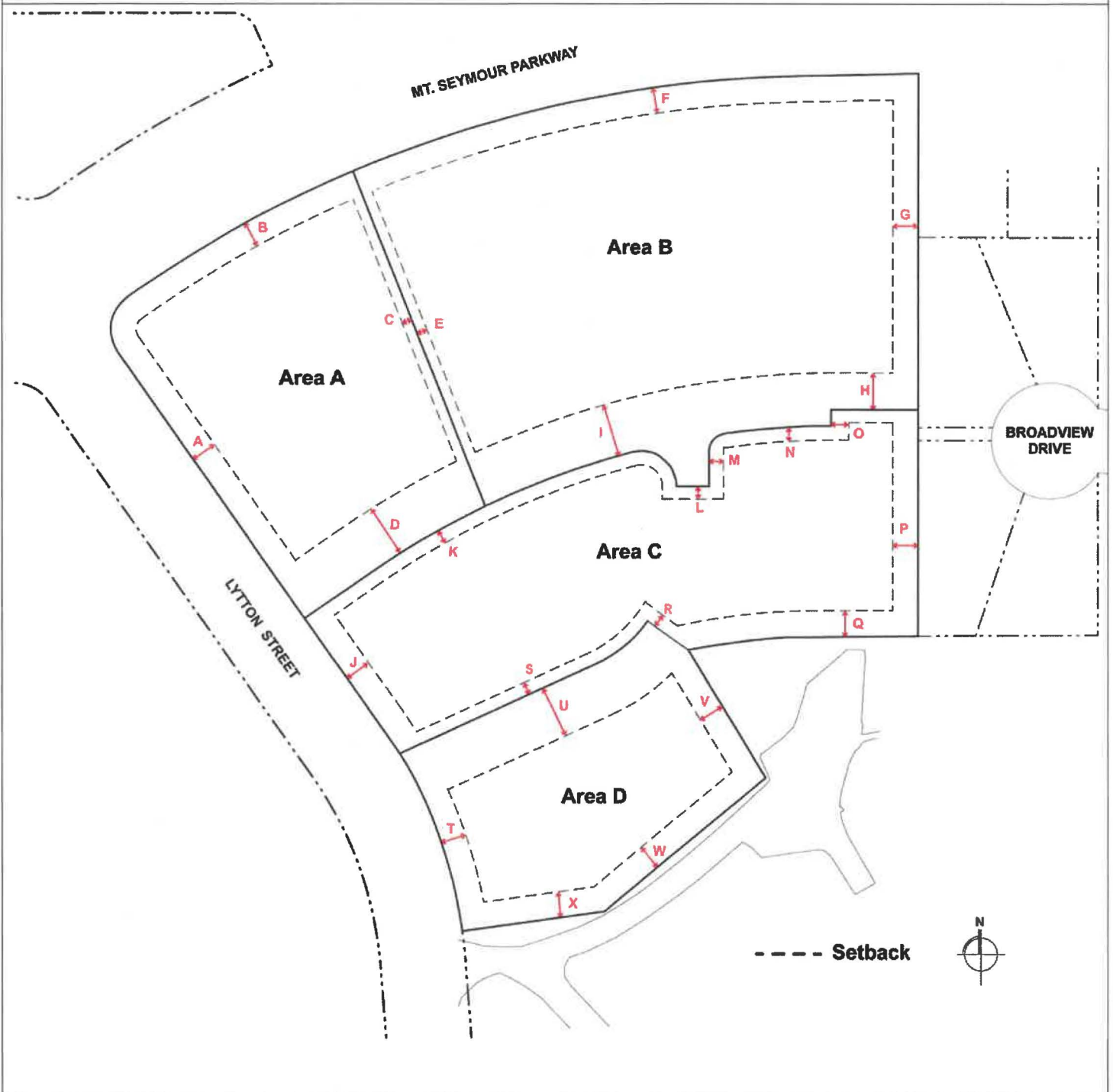
<b>Area</b>	<b>Maximum Number of Units</b>
A	119
B	102
C	31
D	89

**4B118 - 8 Setbacks**

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

<b>Table 1</b>		
<b>Area</b>	<b>Setback Identifier</b>	<b>Minimum Setback</b>
A	A	6.1 m (20.0 ft.)
	B	6.1 m (20.0 ft.)
	C	2.45 m (8.0 ft.)
	D	12.5 m (41.0 ft.)
B	E	2.45 m (8.0 ft.)
	F	6.1 m (20.0 ft.)
	G	6.1 m (20.0 ft.)
	H	8.55 m (28.0 ft.)
	I	6.1 m (20.0 ft.)
C	J	6.1 m (20.0 ft.)
	K	3.6 m (11.0 ft.)
	L	3.1 m (10.0 ft.)
	M	3.6 m (11.0 ft.)
	N	3.6 m (11.0 ft.)
	O	4.27 m (14.0 ft.)
	P	6.1 m (20.0 ft.)
	Q	6.1 m (20.0 ft.)
	R	3.1 m (10.0 ft.)
	S	3.1 m (10.0 ft.)
D	T	6.1 m (20.0 ft.)
	U	12.5 m (41.0 ft.)
	V	5.5 m (18.0 ft.)
	W	6.1 m (20.0 ft.)
	X	6.1 m (20.0 f.t)

**Figure 1: Minimum Setbacks**

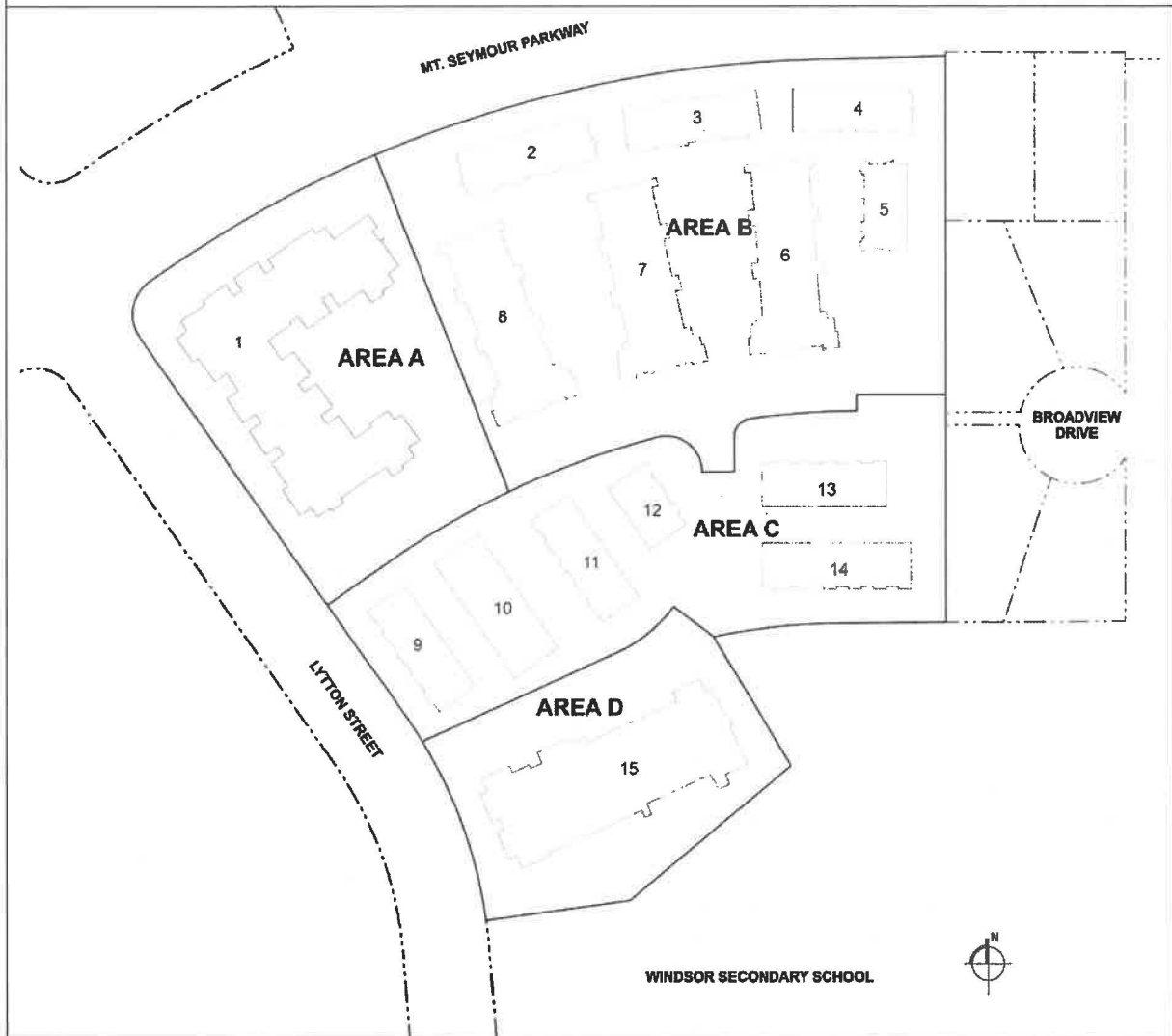


## **4B118 - 9 Height**

- a) The maximum permitted height for any building in the CD118 Zone, shall be regulated as follows, with specific building height provisions based on "Table 2" and "Figure 2":

<b>Area</b>	<b>Building</b>	<b>Maximum Height</b>	<b>Maximum Storeys</b>
A	1	21.0 m (69 ft.)	6
B	2	13.5 m (44 ft.)	4
	3	13.4 m (44 ft.)	4
	4	13.0 m (43 ft.)	4
	5	11.1 m (36 ft.)	3
	6	14.7 m (48 ft.)	4
	7	14.6 m (48 ft.)	4
	8	14.4 m (47 ft.)	4
C	9	12.8 m (42 ft.)	3
	10	12.8 m (42 ft.)	3
	11	12.8 m (42 ft.)	3
	12	12.8 m (42 ft.)	3
	13	12.8 m (42 ft.)	3
	14	12.8 m (42 ft.)	3
D	15	22.2 m (73 ft.)	6

**Figure 2: Maximum Height**



- 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 from the *finished grade*.
- c) In addition to Part 4 General Regulations, Section 407 Height Exceptions, the following height exceptions shall apply in the CD118 zone: 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 3.0 m (9.84 ft.) above the highest point of any roof surface.

#### **4B 118 – 10 Coverage**

- a) Building Coverage: Maximum building coverage is 50%.
- b) Site Coverage: Maximum site coverage is 70%.

#### **4B 118 – 11 Landscaping and Storm Water Management**

- a) All land areas not occupied by buildings, patios, driveways, and walkways shall be landscaped in accordance with a landscape plan approved by the District of North Vancouver.
- b) A 2 m (6.6 ft.) high screen consisting of a solid fence, or landscaping, or a combination thereof, with minimum 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, with the exception of any at-grade temporary staging areas for solid waste containers.

#### **4B 118 - 12 Parking, Loading and Servicing Regulations**

Parking and loading shall be in provided in accordance with Part 10 of this Bylaw with the following exceptions:

- a) For a residential building, multiple-family apartment or townhouse, parking shall be provided on the basis of Table 3 below, with reference to the development area identifiers noted in the map attached and labelled as “Schedule B”.

<b>Area</b>	<b>Minimum Parking Requirement</b>
A (Strata Apartment)	1.48 spaces/unit + 0.27 spaces/unit for designated visitor parking, inclusive of 0.03 spaces/unit for use by persons with disabilities
B (Strata Stacked Townhouse)	1.6 spaces/unit + 0.25 spaces/unit for designated visitor parking, inclusive of 0.04 spaces/unit for use by persons with disabilities

C (Strata Townhouse)	2.0 spaces/unit of which not more than 4 spaces can be accessed through a tandem arrangement + 3 spaces for designated surface visitor parking
D (Rental Apartment)	0.98 spaces/unit + 0.13 spaces/unit for designated visitor parking inclusive of 0.13 spaces/unit for use by persons with disabilities

- b) The provision of small car parking spaces shall not exceed 35% of the required parking spaces.
- c) For a *retail food service use*, parking shall be shared with designated visitor parking located in “Area D” noted in the map attached and labelled as “Schedule B”.
- d) Bicycle storage for residents shall be provided on the basis of Table 4 below, with reference to the development area identifiers noted in the map attached and labeled as “Schedule B”:

<b>Table 4</b>		
<b>Area</b>	<b>Class 1 (Long Term) – Secured Individual Bicycle Storage Spaces</b>	<b>Class 2 (Short Term)</b>
A	A minimum of 2.0 spaces/unit	A minimum of 0.2 spaces/unit
B	A minimum of 2.0 spaces/unit	A minimum of 0.2 spaces/unit
C	A minimum of 2.0 spaces/unit	A minimum of 0.5 spaces/unit
D	A minimum of 2.0 spaces/unit	A minimum of 0.3 spaces/unit

- (d) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from Multi-Family Residential Zone (RM3) to Comprehensive Development Zone 118 (CD118).
- (e) The Siting Area Map section is amended by deleting Plan Section R/17.



**READ** a first time

**PUBLIC HEARING** held

**READ** a second time

**READ** a third time

**ADOPTED**

\_\_\_\_\_  
Mayor

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

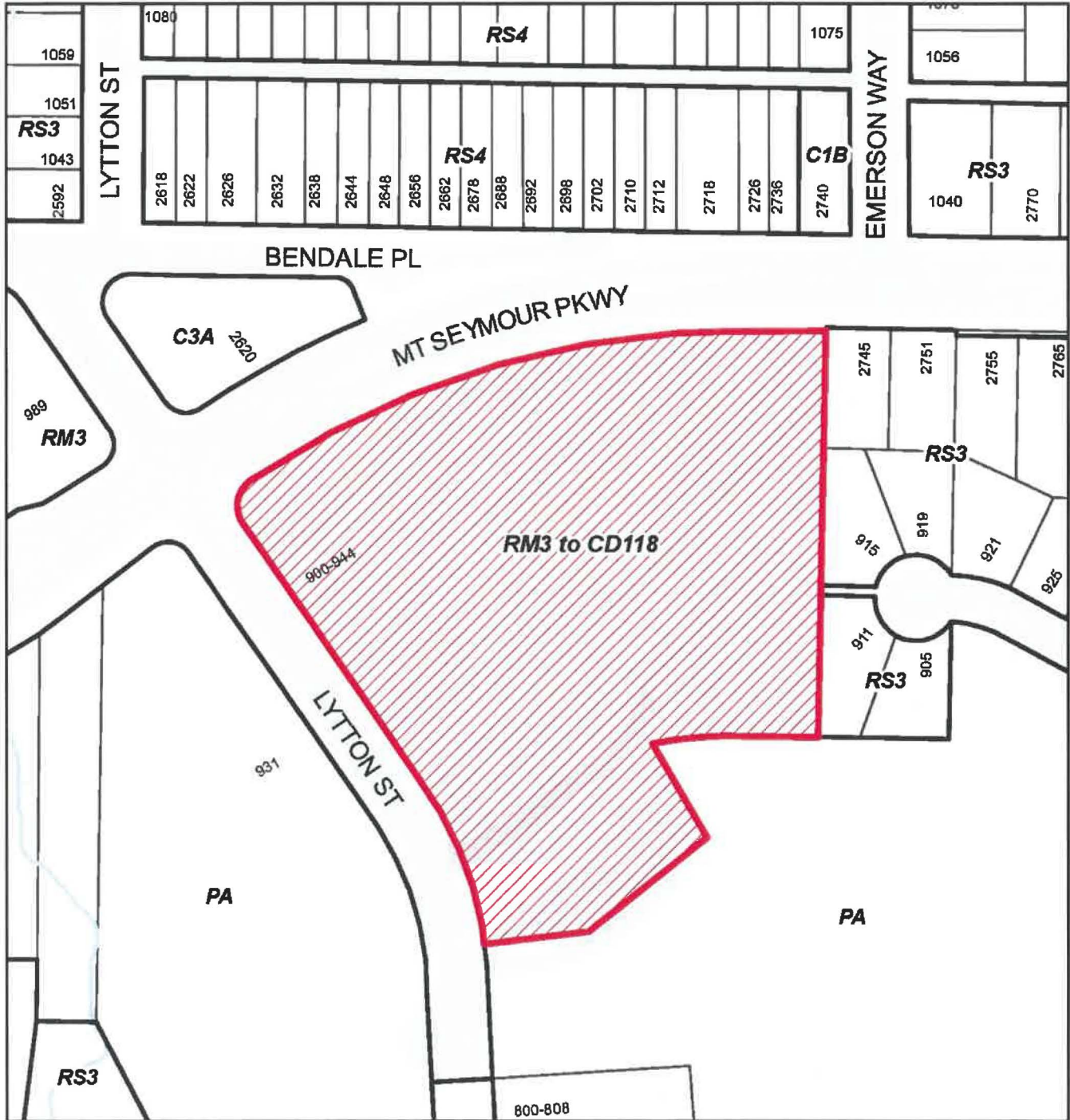
Certified a true copy

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

Schedule A to Bylaw 8423

**BYLAW 8423**

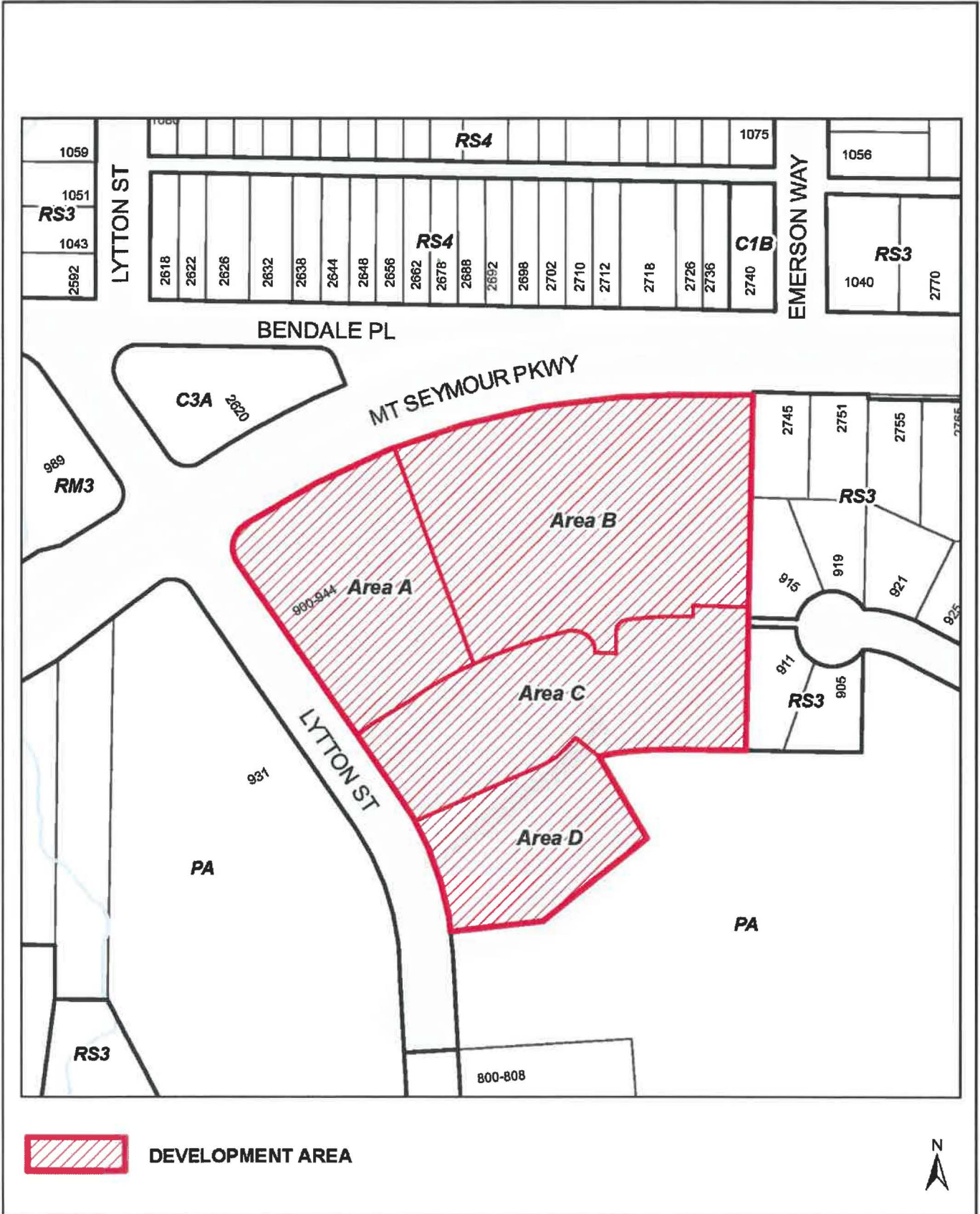
The District of North Vancouver Rezoning Bylaw 1368 (Bylaw 8423)



**MULTI-FAMILY RESIDENTIAL ZONE 3 (RM3) TO  
COMPREHENSIVE DEVELOPMENT ZONE 118 (CD118)**



# Schedule B to Bylaw 8423



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The Corporation of the District of North Vancouver

Bylaw 8424

A bylaw to enter into a Housing Agreement  
(904 Lytton Street – No Rental Restrictions)

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

Citation

- 1. This bylaw may be cited as "Housing Agreement Bylaw 8424, 2020 (904 Lytton Street – No Rental Restrictions except Short-term Rental)".

Authorization to Enter into Agreement

- 2. The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Anthem Lytton Street Developments Ltd. substantially in the form attached to this Bylaw as Schedule "A" with respect to the portions of PID009-073-086, Lot A Block X District Lot 580 Plan 11419 shown outlined in bold on the sketch plan attached to this Bylaw as Schedule "B".

Execution of Documents

- 3. 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 8424**  
**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 8424 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

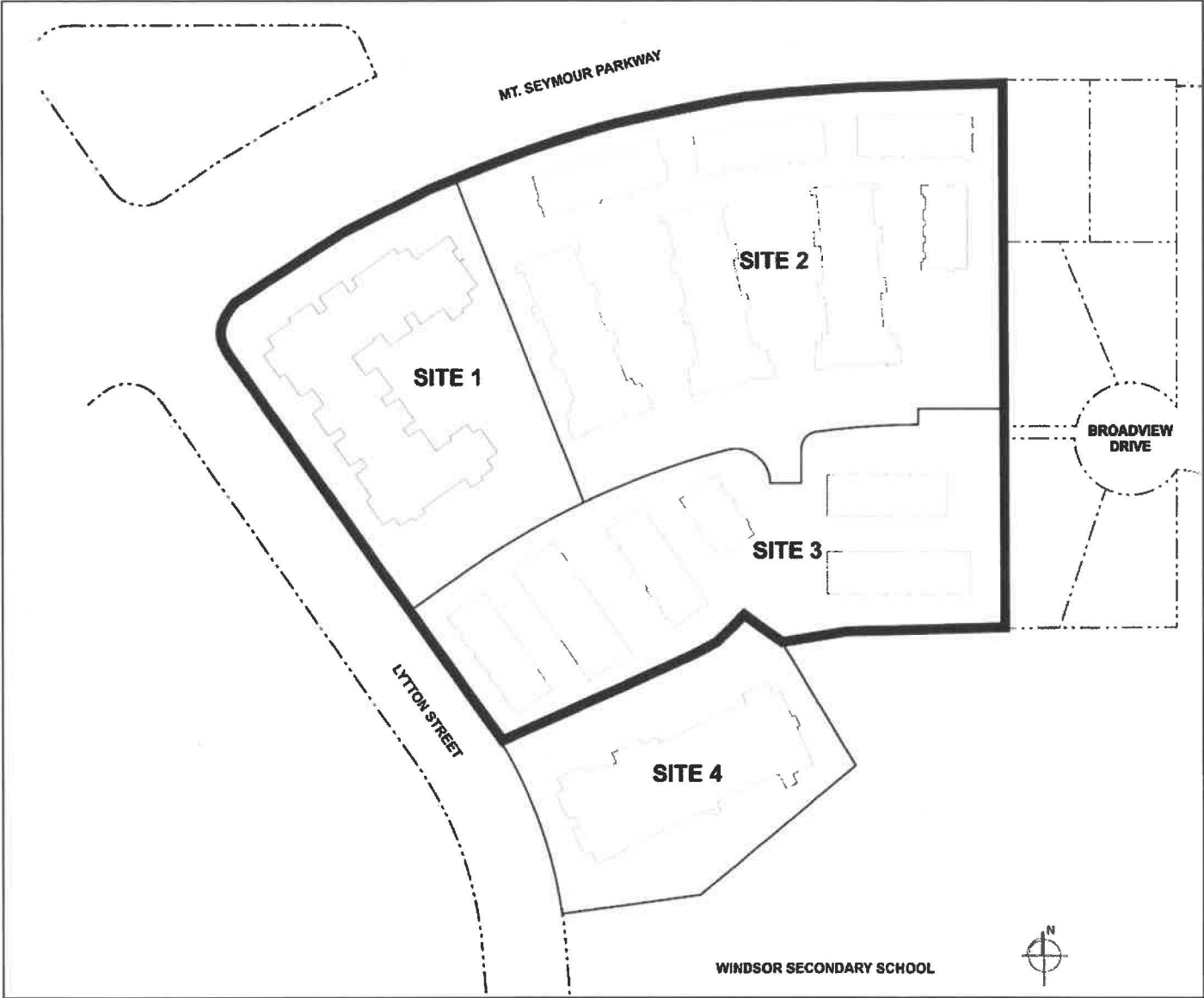
- (d) This is the entire agreement between the District and the Owner concerning its subject, and there are no warranties, representations, conditions or collateral agreements relating to this Agreement, except as included in this Agreement.
- (e) This Agreement may be amended only by a document executed 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.

**Schedule B to Bylaw 8424  
Sketch Plan**



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

**Bylaw 8425**

A bylaw to enter into a Housing Agreement  
(904 Lytton Street - Rental Housing)

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

**Citation**

1. This bylaw may be cited as "Housing Agreement Bylaw 8425, 2020 (904 Lytton Street – Rental Housing)".

**Authorization to Enter into Agreement**

2. The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Anthem Lytton Street Developments Ltd., substantially in the form attached to this Bylaw as Schedule "A" with respect to the portion of PID: 009-073-086, Lot A Block X District Lot 580 Plan 11419 shown outlined in bold on the sketch plan attached to this Bylaw as Schedule "B".

**Execution of Documents**

3. 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**

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Mayor

---

Municipal Clerk

Certified a true copy

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Municipal Clerk

**Schedule A to Bylaw 8425**

**SECTION 219 RENTAL HOUSING AGREEMENT COVENANT  
and RENT CHARGE**

THIS AGREEMENT dated for reference the 1<sup>st</sup> day of September, 2020

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**, 355 West Queens Road, North Vancouver, BC  
V7N 4N5

(the "District")

WHEREAS:

- A. The Developer 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");
- B. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the District in respect of the use of land, construction on land or the subdivisions of land;
- C. Section 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
- D. The Developer 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 the Developer 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) “*Affordable Rental Units*” means collectively the 3 bachelor Dwelling Units; fourteen one bedroom + den Dwelling Units, 8 two bedroom Dwelling Units, and 8 three bedroom and 3-bedroom + den 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 Affordable Rental Units in place of the Dwelling Units shown on Schedule “A”, provided that the mix of Affordable Rental Units does not change and the aggregate number of Affordable Rental Units in the Building will always be no less than 33. 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;

(b) “*Annual Allowable Adjustment*” means an increase in the Maximum Rate once each calendar year by the lesser of:

(i) the 12 month average percent increase in the Consumer Price Index for the previous calendar year; or

(ii) the average percent increase in the rent charged for those Market Rental Units of similar size 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;

(c) “*Approving Officer*” means the approving officer for the District appointed under the *Land Title Act*;

(d) “*Building*” means the building on the Land contemplated by Development Permit No. \_\_\_\_\_ and by the Development Covenant;

(e) “*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);

(f) “*Development Covenant*” means the covenant under section 219 of the *Land Title Act* dated for reference \_\_\_\_\_, 20\_\_ granted by the Owner to the District and registered at the LTO against the Land under number CA\_\_\_\_\_;

(g) “*Director*” means the District’s General Manager of Planning, Permits and Properties and his or her designate;

(h) “*Discounted CMHC Rental Rate*” means for each Affordable 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 Affordable 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;
- (i) "*Dwelling Unit*" has the meaning given to it in the Zoning Bylaw;
  - (j) "*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 Rate 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 3 bedroom Affordable Rental Unit
  - (k) "*Land*" has the meaning given to it in Recital A hereto;
  - (l) "*LTO*" means the Lower Mainland Land Title Office and any successor of that office;
  - (m) "*Market Rental Units*" means all of the Dwelling Units in the Building which are not Affordable Rental Units;
  - (n) "*Maximum Rate*" means the Discounted CMHC Rental Rate for each Affordable Rental Unit or another rental rate for each Affordable Rental Rate that is consented to in writing in advance by the Director pursuant to section 4 herein;
  - (o) "*Owner*" means the Developer 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;

- (p) *“Proposed Development”* has the meaning given to it in the Development Covenant;
- (q) *“Society”* means a registered housing society approved in writing by the District;
- (r) *“Zoning Amendment Bylaw”* means District of North Vancouver Rezoning Bylaw \_\_\_\_\_ (No. \_\_\_\_\_, 2018); and
- (s) *“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** – Except as set out herein, 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. Despite the foregoing:

- (a) the Land may be subdivided to create one air space parcel for the portion of the Proposed Development required for the Affordable Rental Units and a remainder parcel for the balance for the Land; or
- (b) the Proposed Development on the Land may also be subdivided under the Strata Property Act to create 2 strata lots, one for market rental units, and one for the Affordable rental units.

The Owner and the District acknowledge and agree that the subdivision to create the air space parcel contemplated in this subsection 2(a) is subject to all applicable enactments and to the authority of the Approving Officer, and, for greater certainty, the Approving Officer may impose additional conditions or requirements on the approval of any subdivision to create the said air space parcel or otherwise.

3. **The Housing Society** – No building or structure on the Land shall be occupied for any purpose and the District shall not issue any occupancy permit in respect of any building or structure on the Land, and the Owner shall not offer for rent any Affordable Rental Units or Market Rental Units in the Building or enter into any residential tenancy agreements in respect of any said Dwelling Units, unless and until the Owner has:

- (a) entered into a lease, licence or operating agreement with the Society in respect of the Affordable Rental Units, said agreement to be in form and substance acceptable to the District; and
- (b) caused the Society to enter into a separate agreement with the District in form and substance acceptable to the District regarding the operation of the Affordable Rental Units.

4. **Changing the Discounted CMHC Rental Rate** – The Society may request in writing that the Director consent to the Society charging a rental rate for each Affordable Rental Unit that is different from the Discounted CMHC Rental Rate, and the Director will not

unreasonably refuse such a request provided that the Director is satisfied, in his or her discretion, that the change in rental rates would be fair and would result in lower rent, on an aggregate basis, for the Affordable Rental Units.

5. **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).
6. **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 8.
7. **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 8; 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.
8. **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; and
    - (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 his or her sole discretion, relax the restrictions contained in this subsection 8(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 8(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 Affordable Rental Unit, require payment of rent or any other consideration for the Affordable Rental Unit directly or indirectly that exceeds the Maximum 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 the following amounts:
    - A. for a storage locker: an amount not exceeding Discounted of the amount charged from time to time for a storage locker to tenants in the Market Rental Units; and
    - B. for a parking stall: an amount that does not exceed Discounted of the amount charged from time to time for a parking stall to tenants in the Market Rental Units; and
  - (ii) third party providers directly for utilities, internet services and, if approved by the Director acting reasonably, other services not usually included in rent except the cost of hydronic heat, air conditioning or hot water which must be included in Maximum Rate 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 months' notice to end the tenancy in accordance with section 49.1 of the *Residential Tenancy Act* (or successor legislation).

9. **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.
10. **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.
11. **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.
12. **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 12(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 12(a) is due and payable to the District in accordance with subsection 12(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.
13. **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.
14. **Indemnity** – Except for the negligence of the District or its employees, agents or contractors, the Owner will indemnify and save harmless each of the District and its elected officials, board members, officers, directors, employees, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of any act or omission by the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom at law the Owner is responsible or the Owner's ownership, operation, management or financing of the Rental Unit or any part thereof, or the use and occupancy of any Dwelling Units in the Building by anyone.
15. **Release** – Except to the extent such advice or direction is given negligently, 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 any Dwelling Units in the Building or any part thereof which has been or hereafter may be given to the Owner by all or any of them.
16. **Survival** – The covenants of the Owner set out in Sections 14 and 15 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 or any Dwelling Unit therein, as applicable.

17. **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.
18. **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.
19. **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.
20. **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.
21. **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.

22. **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:

Anthem Lytton Street Developments Ltd.  
300 - 550 Burrard Street  
Vancouver, BC V6C 2B5

Attention: \_\_\_\_\_

Fax: \_\_\_\_\_

- (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.

23. **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.
24. **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.
25. **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.
26. **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.
27. **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).
28. **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.
29. **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.
30. **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 Affordable Rental Unit or Market Rental Unit; 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.
31. **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.

32. **Further Acts** - The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
33. **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.
34. **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.
35. **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.
36. **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.
37. **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**

*To be inserted prior to 3<sup>rd</sup> reading*

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

	<b>Bachelor</b>	<b>1 bed</b>	<b>2 bed</b>	<b>3 bed</b>
Discounted CMHC Rental Rate	\$998.40	\$1,230.40	\$1,500.00	\$1,641.35



**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 years in duration that comply with section 8 in the Housing Agreement subject to the following vacancies \_\_\_\_\_ (*nil if left blank*); and
  - (b) the names and mailing 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.
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\_\_.

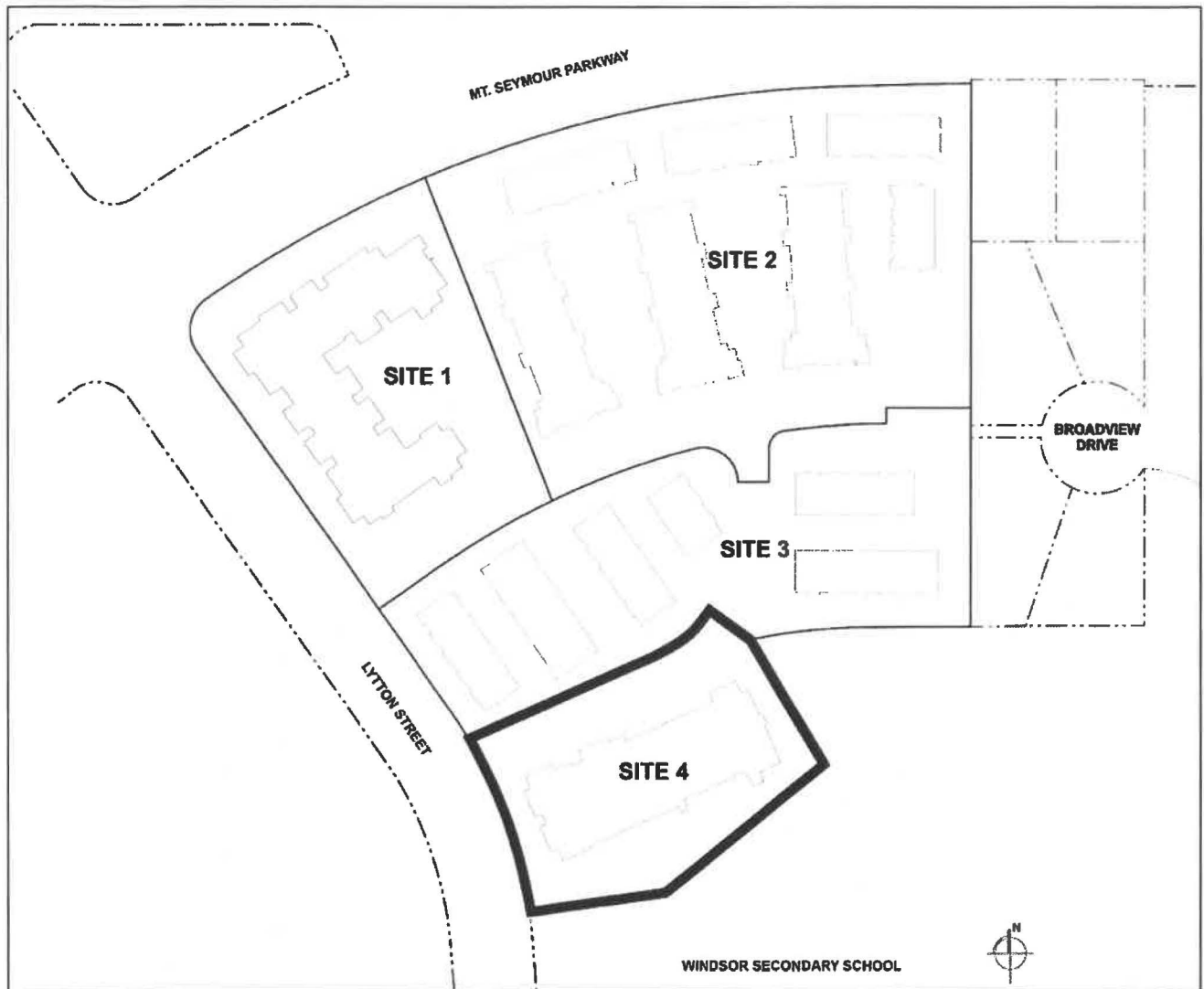
\_\_\_\_\_  
A Commissioner for Taking Affidavits for British  
Columbia

) \_\_\_\_\_  
) \_\_\_\_\_  
) \_\_\_\_\_  
) \_\_\_\_\_  
) \_\_\_\_\_  
) \_\_\_\_\_  
) **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 Bylaw 8425  
Sketch Plan**



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## Minutes of the Advisory Design Panel Meeting Held on July 13, 2017 at the District of North Vancouver

### 4b.) 904 - 944 Lytton St (Seymour Estates): Detailed Planning Application - Rezoning for a townhouse and multi-family apartment development

Mr. Darren Veres, Development Planner, introduced the project and explained the context.

A question was posed by the Panel for Mr. Veres regarding the differentiation between the allowed 1.75 FSR OCP designation and the proposed 1.2 FSR in the Maplewood Plan. In summary, the local plan is a policy reference document which provides additional guidance around density while the OCP is the main policy that dictates density.

The Chair welcomed the applicant team and Mr. Dale Staples and Mr. Thomas Palmer and landscape architect Mr. Michael Patterson who presented the project. The Chair thanked the applicant team for their presentation and asked if there were any questions of clarification from the Panel:

Questions were asked and answered on the following topics:

- How does construction staging affect traffic in the area and the traffic trying to get to and from the school? Two access points and a looped road will help minimize construction disruption in the school area.
- Will visitor parking be included in the parkade? All 3 underground parking areas will have visitor parking.
- Are there periphery guidelines for density change? There are periphery guidelines as in good neighbour recommendations but nothing concrete regarding building height.
- Is the building form that steps down the hill then back up related to forest height? Yes, it also made sense to help define the end and corner of the site.
- Is it possible to extend the vehicle connection east to Broadview Drive similar to that of the pedestrian connection that currently exists? No, based on right of ways and legal structure, it is not possible.

Ms. Tamsin Guppy, District Planner, provided the following comments and questions for consideration on behalf of Alfonso Tejada, District Urban Design Planner:

- The site plan shows plenty of opportunities for connectivity through the site but how do you connect across the site effectively? Looking for key public routes through the site.
- Based on the guidelines, the six storey building on the corner requires more articulation to meet the building length requirement and the Lytton Street elevation needs further consideration.
- The roof of the corner building could use more flow and movement like other rooflines within the proposed development.

The Chair invited comments from the Panel members, and the following comments and items for consideration were provided:

- Very strong design and drawing sketches were appreciated as part of the package.
- Agree with suggestion that the corner building's roofline requires more movement.
- The patios are a generous size which could lead to a lot of opportunities for community involvement and social interactions with neighbours.

- Other common areas from the play area could use more animation to create more uniqueness to each space.
- Appreciate the long term vision for play and shared spaces which also incorporate a lot more natural vegetation as part of it.
- The corner building with existing large diameter trees works because of the scale of both the features are similar in size.
- The orientation of the buildings result in minimal shadowing.
- Appreciate the amount of open space that is available in part because of the mix of building forms.
- Very detailed and comprehensive proposal which gives the feeling of what it might look like when complete.
- Work on the permeability and pedestrian connectivity. Art installations would be great to add to the connection of the surrounding environment and tie everything together.
- Site staging should be considered early in the process to ensure that construction and traffic impacts are kept to a minimum.
- If adaptable housing is part of the concept then focus on it now.
- The strata building has potential for rooftop patios and vantage points.
- Identifying what materials work best for the siding now makes a big difference in the long run so ensure that Hardi Panel or Hardi Plank for example is the way to go.
- Given the forested nature of the area, consider a lighter/ brighter colour palette.
- Permeability through the site is key and needs improvement but location fits given the amount of other amenities nearby.
- Consider adding a roof top amenity area.
- Consider real wood rather than Hardi panel soffits to introduce a more natural feel and transition between nature and built form.

The Chair invited the project team to respond. Mr. Staples and Mr. Palmer, project architects, acknowledged the Panel's suggestions, appreciated the comments about the corner building, amenities, adaptable housing, potential art pieces, and were happy to take them into account in the Design development.

The Chair invited the Panel to compose a motion:

**MOVED** by Steve Wong and **SECONDED** by Amy:

THAT the ADP has reviewed the proposal and recommends APPROVAL of the project SUBJECT to addressing to the satisfaction of staff the items noted by the Panel in its review of the project.

**CARRIED**

**Minutes of the Advisory Design Panel Meeting Held on October 10, 2019 at the District of North Vancouver**

**4 B.) 904-944 Lytton St - Rezoning and Development Permit - Building 15: Mixed-use commercial residential building with 56 market-rental units, 33 below-market rental units, and 88m<sup>2</sup> of commercial space.**

Mr. Darren Veres, Development Planner, introduced the project and explained the context.

The following questions were posed by the planner:

1. Building identity and access? Legible and identifiable
2. Change in grade across the site – does the proposal address the change in grade effectively through the building design?
3. Integration with the overall project – Does the design of “Building 15” fit with the overall form and character of the other buildings in the development?

The Chair thanked the Planner for their presentation and asked if there were any questions of clarification from the Panel. Questions were asked and answered on the following topics:

- Road at the end of Lytton Street a dead end? No, access to one of the Windsor High School, two-way road and a busy parking lot. Changes being proposed to the road to improve the access. One of the improvements to be provided by the developer would be installation of a new sidewalk around the cul-de-sac and traffic calming measures such as curb bulges.
- Access points at North of the site, driveways or pedestrian? Pedestrian access only.

The Chair welcomed the applicant team. Brent Carlson of Anthem, introduced the applicant team. Thomas Palmer, Integra Architecture, and Michael Patterson, P+A Landscape Architects introduced the project.

The Chair thanked the applicant team for their presentation and asked if there were any questions of clarification from the Panel.

Questions were asked and answered on the following topics:

- Is there any overlooking from the buildings on the north of the site? There should not be any over looking onto the apartment due to the changes in grade across the site.
- Will the apartment have a Lytton Street address? Yes.
- Since there are many buildings on Lytton Street, how will first responders know where to go and how will they know how to get to that specific building? The main entrance will be lit up and we are discussing installing bollards or way finding at the corner of the intersections. There will be monument signage and placards, with address numbers for buildings relative to addresses to the north.
- How will the property line be defined? There will be a 6ft fence between the building and the school.

- Do the entrance doors have weather protection? Yes, there is weather protection on the frontage and entrances on the east and west. The access at the rear of the building may not be covered. Cover is for weather protection it is not enclosed, our design has considered CPTED.
- Is the door at the rear without cover an emergency exit? Yes.

Mr. Alfonso Tejada, Urban Design Planner, provided a brief presentation and provided the following comments for consideration:

- The proposal has many challenges, but the major concern is the relationship between the parking access and the main building entrance.
- The parking entrance is not well defined so it is not clear what it is.
- How can the main entrance to the building and the entrance to the parking be differentiated?

The Chair invited comments from the Panel members, and the following comments and items for consideration were provided:

- The natural surveillance on the site will likely be great between 8 am – 8 pm. However, in the evening when the site is quiet, safety will be more of a concern. The Lonsdale/Esplanade corridor is the most regularly travelled corridor and is also the location of most break-ins/ stolen bikes.
- The double facing doors on the bike storage will make it easy for people to sneak in and steal bikes.
- The exits are right next to bicycle storage, substantial security is required on exit doors to ensure that people are kept out.
- Consideration for lighting and landscaping is very important for the rear of the building.
- If parkade visitor door will be left open during the day, it must be closed in the evenings at minimum, but recommend using a system that requires FOB access 24/7.
- Good project, it has a west coast feeling in its materiality and fits in with the rest of the development.
- Feel that the soffits would be a good place to use real wood.
- It would be preferable for garage access to be separated so that it has a distinct identity.
- The colour and material palette for bike storage entrance is too similar to the palette used for the main entrance.
- The building design has dealt with the change in grade well.
- There is an opening next to the main entrance that could be mirrored around the entrance to the bike storage to create a cohesive frame.
- The use of natural coloured hardi-panel can look similar to natural materials from a far.
- Even though the building is designed so that BCBC recognizes it as six stories it still is technically seven stories and feels like it.



- Could create a 2 storey plinth, with the top storey setback so it reads as a three part building with an appendage on top, rather than just painting different colours on top.
- The building doesn't read horizontal, and the façade composition may benefit from a vertical element that could connect and create symmetry throughout the building.
- The level of detail provided for the accessibility is helpful to be able to understand the plans.
- Accessibility in 'A' unit (one bedroom) could be improved by replacing soaker tubs with walk-in showers, which are more accessible.
- Another option to improve accessibility would be to include side open ovens; the cost is the same, but its function is more accessible for someone in a wheelchair.
- Create more tabletop workspaces by including things like pull-out bread boards, which can be used by someone in wheelchair when there is limited counter space.
- Weather protection over the wheelchair accessible ramp to front door would keep surfaces dry, and easier to maneuver.
- Grouping of sections on the building may make it feel less repetitive
- Like the warm wood tones, but not the beige. It is bland and not warm, something bolder would be an improvement.
- Entry comments from Alfonso: Seven different levels make the building feels heavy; wonders if moving the entrance would improve this.
- Additional consideration required for lighting and landscaping at the rear of building to increase security.
- Presentation was well done.
- The massing of the building looks large, but appreciate the pattern and symmetry.
- Wood material is indicated as cedar, but on sample board it is identified as a veneer over hardi-panel. If the columns are just wrapped in thin layer of cedar, this will not be very durable in the long run.
- Corners with the crown are "contrived". If the design were using true timber this idea would work well, but if it will just be an ornamental feature, the design will be underwhelming.
- The beige colour is a weak colour choice
- The wood veneer and wood cedar slats used on the entrance for the bike storage seem complimentary to the main entrance.
- The massing of the building feels like its pushing the limits of the 45m maximum building length requirement? Perhaps further articulations could be explored to help break apart the massing.

The Chair invited the applicant to respond to the Panel's comments.

- Will try to soften things up to make the exterior more soft and welcoming. Will work with what we have heard tonight and see what can be done and where we can improve the proposal.
- Usually design more horizontally (flat roof lines) but tried to break it up to improve massing.

- Colours on the material boards are representative than the printed package. Some of the beige will be stronger in the finished product than in renderings.
- Some recommendations will be challenging to address, but we appreciate the feedback.
- In this revision we broke up the balconies horizontally, and included a lighter colour palette. We are trying to strike a balance between what's too dark and what's bright enough.
- Columns, are not real wood they are clad.

The applicant team thanked the Panel for their comments.

The panel discussed the motion and the following comments were made:

- Alfonso commented, columns to make the buildings more like the rest of the site in attempts to create a connection.
- Difficult to comment on overall integration.
- Experience as a panel, had to deal with a lot of six-storey building proposals such as this one and this may be one of the best examples seen thus far. Good value for the type of product.

The Chair invited the Panel to compose a motion:

**MOVED** by Mr. Stefen Elmitt and **SECONDED** by Mr. James Blake.

THAT the ADP has reviewed the proposal and commends the applicant for the quality of the proposal, and **recommends APPROVAL of the project SUBJECT to addressing to the satisfaction of staff** the items noted by the Panel in its review of the project.

The panel voted on the motion and it passed 11 – 0.

**CARRIED**

**ROCKANDEL&ASSOCIATES**

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

**PUBLIC INFORMATION  
MEETING SUMMARY REPORT**

**To:** Darren Veres, Development Planner, District of North Vancouver  
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**From:** Catherine Rockandel, IAF Certified Professional Facilitator, Rockandel & Associates  
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**Re:** Public Information Meeting Summary for 904 – 944 Lytton Street  
**Date:** October 4, 2017

**Event Date:** Wednesday, October 4, 2017  
**Time:** 6:00 PM – 8:00 PM  
**Location:** Windsor Secondary School, Small Gym, 931 Broadview, North Vancouver  
**Attendees:** Sixty-four (64) signed in, with seven (7) not signing in  
**Comment Forms:** Provided to Darren Veres, District of North Vancouver Planning

**Notification**

Flyer Invitation

400 invitation letters delivered 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 notices were emailed to the Presidents of Blueridge Community Association (Eric Andersen) and Seymour Community Association (Lorraine Harvey) for distribution to their members.

The nearby Kiwanis Care Centre was sent several copies of the notice so that they could post them throughout their facility

Site Signs

There were two (2) site signs erected, one on Lytton Street and one on Mt. Seymour Parkway on Sept. 13th notifying the community of the meeting.

Newspaper Advertisement

Advertisements were placed in the North Shore News on September 27 and 29, 2017.

**Attendees:** A total of seventy-one (71) citizens were in attendance. In addition, the following project team members and District of North Vancouver staff were in attendance.

**District of North Vancouver**

Darren Veres, Development Planner

**Project Team**

Property Owner: Anthem Properties

Rob Blackwell, Sr. VP Development

Brent Carlson, Director of Development

Riaan de Beer, Director Development

Brennan Finley, Development Coordinator

Paul Faibish, VP Development

Simon Taylor, Director Development

Emily Howard, Community Relations Manager

**Architect:**

Thomas Palmer, Architect, Integra Architecture

**Landscape Architect:**

Michael Patterson, Landscape Architect, Perry and Associates

**Transportation Planning:**

Dan Ross, Transportation Planner, Bunt & Associates

**Facilitator**

Catherine Rockandel, Rockandel & Associates

Anthem Properties proposes to rezone the site to permit a 333 unit multi-family development consisting of 133 townhomes, 157 condominiums and 43 rental apartments. Stacked townhomes and apartment units will be constructed over 3 underground parkades, while the ground-oriented townhomes have attached two-car garages.

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

**C1** What does FSR stand for?

**A1** Floor space ratio is what it stands for. It is a relationship that deals with the area of the site and how much building you can build. For example if you have 100 square feet and have an FSR of 1 you can build 100 square feet. That would be the total area you could build. If you had 1.5, you could build 150 square feet. This total amount for example, can be broken up over 1 or more storeys.

**Q2** So it is basically density?

**A2** That's right

**Q3** You obviously are trying to attract a lot of younger people with families, you're increasing the number of units dramatically. We have had schools close in the area. There is one, Seymour Heights School that is left. Can it accommodate a lot more children who could be moving into the area?

- A3 Thank you, this question would need to be addressed by the School District.
- C4 Wondering if there is anyone here who can address traffic and transit issues. My understanding is that the number of units will be roughly triple what there is now.
- A4 As far as the number of units goes, currently there is 114 units on the site in its current format. The FSR is derived under that .75 FSR. What we are proposing at this point in time is 333 units and that is using an FSR including the rentals of 1.28. Under the OCP, if we were to follow and try to submit our rezoning application on that, we would actually be even higher. We would be close to between 450 and 500 units. We could be even trying for 5 times as many. Yes it could be close to triple.
- C5 We already know that the second narrows bridge is over used and now we are going to triple the number of vehicles in this particular development. These aren't the only units that are going to be built. There are lots more people coming in to the area. What are the plans in terms of solving the bottle neck on the second narrows bridge? With so many more people coming in, the transit itself, which is really not very good at the moment, is going to be even more taxed. I am wondering what the plans are to address both of those issues?
- A5 Some of you may have seen one of the slides closest to the exit. I think Thomas pointed it out, there is one slide #5. There is a big picture element and a small picture element. We had our previous Open House. We had this slide up and the ministry is pouring about 500 million dollars into elevating the worst bottleneck area on the shore. We had our previous Open House a lot of people were complaining about traffic around the bridge is bad and yes it is. The Ministry is doing two things essentially with this plan. It took me a while to look at it and I saw some of you staring at it long and hard. They are separating out more of the through traffic from the highways and bridge traffic and adding more capacity onto and off the highway to the local roads. This will decrease the amount of merging and weaving and interacting between the local and through traffic. It is not going to solve every problem but will make getting between areas on the North Shore a lot easier. It will make getting to and from the city much easier and on and off that bridge much easier. It is not going to solve every traffic issue further downstream, say in Surrey or in the City or in Burnaby. When this thing is finished it will be less bad getting to and from the bridge and getting to and from other areas of the North Shore. The small picture, yes you are right there will be some more traffic generated by the development that is true. One of the things we want to note is that it is not a green field, there is some traffic coming to and from the existing units. There will be some more vehicles coming in and out especially in the peaks. The analysis we did shows approximately 2 vehicles per minute leaving in the morning and 2 returning per minute in the PM peak hours. Going forward, the District has asked us to consider options to improve signalization. To be honest the effects of this particular development are not going to have a huge impact on the intersection itself. The biggest impacts we have found are the background traffic growth between now and the point in which the District wanted us to look at our horizons years which is 2022 and 2030. We counted cars and built out those numbers

based on a ratio. In the future we have the option of improving the signalization for all vehicles coming into that intersection at once. It will still be these numbers coming in and out in the peak areas, that is just the way those number of units work out. As far as transit goes, that is always a good question. I don't know what Translink's implementation is of its 10 year plan and how it is going to work. I understand there is supposed to be some more transit.

- C6** My comment is about Lytton Street. I have real concerns with soccer and the dance studio there. With the flow of traffic on that street when you have people making left hand turns into the apartment complex. You have people going right into Ron Andrews, and you have people going straight to the end. I think there is a real chance for lots of car accidents and lots of traffic backed up on Mount Seymour. Trying to get around the corner and out of that area. The bubble and the dance studio are very dangerous with children running around there. Now you have that many children in this complex crossing Mount Seymour Parkway to go to the local school. I think there is some serious traffic concerns that really need to be addressed. There is a lot of potential for back up and accidents.
- A6** One thing that is not included here is some of the civil engineer drawings. The District wants the equivalent of traffic calming, they don't want to call it traffic calming though, on Lytton itself. There will be build outs into the width of the road way to slow down vehicles, to create parking which will add a buffer and a traffic calming presence on Lytton. Again that wasn't included on these particular set of drawings but is something the District is insisting upon as part of this whole plan. As far as further to the south towards that dance studio and the end of that open cul-de-sac, that is going to have to be determined. This isn't going to solve every existing issue. The fact that there will just be more vehicles in and out but they will be coming in and out of the driveways to the North. In addition to the traffic calming measure on Lytton, there will be sidewalks on both sides of the street. Close to some of the highest standards that the District has. There will be sidewalks on both sides of the street, better capacity to cross the street and for vehicles coming in at slower speeds. In addition to that there will be some capacity enhancements at that intersection primarily through some ability to sort of re-coordinate the signals themselves. On the one hand you want to make things slower and safer but on the other hand sometimes people say well we just have to get more cars through. There has to be a balance and that is what we are trying to do.
- C7** Thanks for your presentation. One of the big topics of course is transportation density in the Seymour area. Has the developer considered car co-op programs such as Evo? On a larger project that is often something that is considered and reduces the number of cars and improves the affordability for the people who are living in the development, they don't need a second car. For the District, is there, for staff, a consideration for more affordable and market rental units? There is a tremendous shortage in the District right now and would there be consideration for an increased density to allow for more market rental units both affordable and below market. Another question would be the trade off

on density and the number of units stacked town houses vs. traditional 3 storey. You mentioned the downsizers, people moving out of the houses, often they don't like 3 storey town houses so stacked could be more popular for people downsizing. In addition would you be able to get more units onto the site to do that. Another question was an offsite daycare considered for the families moving in to this development? Have you considered an off site daycare amenity with Ron Andrews and also with Canlan. They are a tremendous community facility they are so close by and there is a shortage of daycare.

A7 In regards to car share options, yes we are actively looking at that. It is a bit of a challenge in this location. There are two types of car shares out there, one of them you bring the car back to the location where you have taken it from - the other type you drop the car where ever there is an open spot. Car2go is a good example of that type of system. Those kinds of car share companies are not eager to move into what they see as outlying areas because they have a problem with a stacking effect. People moving cars from one direction and not bringing them back. Our best option here is something like Modo or Zip Car. We are pursuing both of those companies right now to see if there is a possibility that they might be interested in doing something on this side. In regards to offsite daycare, I think it is an interesting comment. We have not perused anything like that at this point. I think it is a good comment that you are making.

(D. Veres) Anthem is proposing, I believe, 43 rental and 8 non market at the CMHC level 2 rates at this point. We are in the process of reviewing that proposal to see how it meets the objective of our Affordable Housing Strategy. There is always options I think at this point, to look at potentially adding more in exchange for density as well, as Brent from Anthem mentioned. They are under density at this point so there is some opportunity there. Again that has to be balanced with the forms on the site, the density on the site, what's acceptable. If you add more units you are affecting the density and it is a tough trade off. I think it is something we would be willing to consider and to look at.

Q8 I agree with your comments relative to the density on the site and it's because it is so much below the official community plan that went through extensive discussion for many years that there could be an opportunity for bringing in more affordable housing into the region. This is so necessary right now. The question that was not answered would be the density tradeoffs number of units, stacked town houses vs. the 3 storey and what the tradeoffs might be there?

A8 When we took over this property in January of this year, there was some existing rentals in place that investors, owners, chose to go out and rent those units out so they are on the secondary market as rentals. We have looked at saying to the District, we will take those rentals that are in place and make those designated, as was said earlier, in perpetuity as rental that is there forever. If you take those 43 units off the 333 that we are proposing, that leaves us 290 units. It is well known that when you develop communities, there are end users and investor users. Quite often what you have is a high percentage of investors who will then rent those out again in the secondary market. The District has a number that they use and it is in excess of 20% of units would be going back

into the secondary rental market. We kind of looked at that when we are doing our 43 designated and saying of the 290 that will be market housing there is probably another, a very conservative 15% of those market units will go back to the secondary market. We have factored that there is probably another 43 units that will be out in the rental market. We think we will be in the neighbourhood of 80 units plus in the rental market there.

- C9** I have a couple of questions/comments in regards to the Broadview side of it. You are proposing a pedestrian walkway through to Broadway Drive. I was curious if there are any plans to potentially add sidewalks to the cul-de-sac or if it is just a straight walkway. The reason I ask is there is a lot of car traffic in the mornings, generally parents coming in and circling down the cul-de-sac back to the school to drop off their kids. If there is a large amount of foot traffic increase from kids coming through that walkway to the school it could add to the chaos and possibly present some safety issues. A little bit off topic, but since there is a traffic guy here, I want to take the opportunity to mention another kind of safety issue around the traffic in that area. People probably experienced coming to the school. There is an ambiguous intersection where the driveway to the school meets the corner of Broadview. Essentially there is no stop sign coming out of the cul-de-sac so everyone who is coming into the parking lot treats it as a through way and just drives straight through sometimes at high speed. The people who live on the cul-de-sac, I think, kind of treat it as a stop sign but it really isn't. I have seen kids flying down on bikes, just going straight through that intersection. I think something can be done there to make it more safe as well
- A9** (D. Veres) I guess the cul-de-sac first of all, your last point, I will address first. I noticed that when I came in tonight. I had someone come flying out in front of me and I had to double check if there was a stop sign or what was going on there. Of course you know we would be willing to look at that corner. We can put in a note with our transportation department to review that side and see if there are any issues there. Thank you for the comment, it is definitely a good point. Regarding your question about Broadview and sidewalks, at this point I don't believe we are looking at any sidewalk improvements within Broadview. If it is warranted, that might be something we can look at down the road. I don't anticipate that there will be a lot of through traffic going east west through that connection. It is not meant to be a major kind of pedestrian connection.
- C10** The only two reasons I could see potential increases, possibly families living in the new development walking to the school if that is the quickest way, but probably not a huge number. The other would be the high school students possibly going to the gas station, as that might be the fastest way to get there.
- A10** It is a good point and we will take that back and maybe take another look at that
- C11** I have similar comments about the traffic issues on Broadview Drive. I sat in my window and our property immediately abuts the park area that will be at the end of the internal road. We front on the pedestrian access through our front yard. As far as traffic goes, there is in excess of 90 – 110 cars every morning coming down the cul-de-sac and



dropping kids off. We don't expect there will be a larger number of cars but if there is more foot traffic, that is the same concern. With respect to pedestrian access route, is it intended to be 2 ways or 1 way? I ask because the road inside has been stressed and is an internal strata road, a private road. From my perspective, that is the quickest way for me to get to the Ron Andrews or the ice rink rather than having to go all the way down through the school or all the way around. There could be some traffic going that way if we are allowed to trespass on those strata roads. That is a question

- A11 Yes it is a public access through the site so with the purple dotted lines, you as a neighbouring resident would be free to walk through there as well.
- Q12** My next question is about storm water management, not during construction as I expect that would be taken care of during the Environmental Management Plan. The District of North Vancouver has invested a lot of time and effort and money into rain gardens and similar storm water management features like that. There aren't any creeks in this particular site but there are some adjacent to it. McCartney Creek is a salmon bearing creek to the East. It would be a shame if we just had typical curb gutter storm drains dumping into McCartney. There will be an increase in surfaces on this site so I am wondering if there are any innovative storm water management features considered. The last question I have is about the construction phasing. We live right there so I am interested in how it is going to be phased. I understand it probably won't start until late 2018 or early 2019 but will the whole site be demolished at one go? Will it be demolished in phases and built in phases and if so, where are you going start? In our back yard or as far away? Do you have any idea of that now?
- A12 Our civil consultant, who is not here tonight, has put together a Storm Water Management Plan, which is part of our submission. That is in front of the District right now to vet through and they will comment accordingly. We will have a mixture of onsite infiltration and attention for storm water management. There will be measures on site where it will filtrate through various means. We have to do that type of thing to get approval with the District. In terms of construction phasing, right now the submission that is in front of the District is for an overall rezoning of the site and a development permit application for half of the site. The top half of this site, if you take a look at this internal strata road to the north that would be the first phase. That would be constructed out from the west moving east along the north quadrant. How we would have to tackle this, because there is, in terms of demolition, it would have to happen at one time. When we take over, we have to put in all the infrastructure for storm water. Put in the water lines, the hydro and everything. The internal loop road has to be built and constructed here and that will help for construction management because when we are doing that we will stage our construction management down here so we can access the site up top. We will not be on Lytton Street. There is a tree buffer that is fortunate, and will be retained of course. Hopefully that will provide some separation for you in the inconvenience and discomfort you will probably go through for a period of time.

The plan is in place right now and it is totally dependent on the District, in their process but we would be looking to start demolition in more or less this time next year. Probably September.

**C13** How long in total time for the build?

**A13** For the entire site, we are looking at 4-5 years.

**C14** I want to bring a safety concern to the attention of both the developer and the District. I am a witness to this every day. There is 860 students enrolled in Windsor Secondary and according to our neighbours there are 100 odd cars. This means there are 600 pedestrians per day. Their primary route is the sidewalk on the east side of Lytton to go both to the gas station, residences and the bus stops. There is no sidewalk on the west side of Lytton Street. I ask you to pay special care and attention because not only do the kids come from about 7:30 – 9 in the morning, they also go up that route at lunch time and coming and going throughout the day. I think you are going to need extra flag people maybe perhaps build a temporary sidewalk on the west side. With that amount of foot traffic, it is going to be a concern and I wanted to bring it to your attention.

**C15** My question is also on the subject of traffic. Not vehicular in that sense it is about bicycles. I am pleased that you are preparing for 666 bike spots, wondering is there also spaces for residents to repair their bikes? That would be a nice thing to have. The other thing is, as a long time resident here, I frequent the Ron Andrews pool and happened to come to one of the apartments not too long ago with a neighbour who is almost 90 and we couldn't find any parking. We didn't know about any visitor parking and we had to park at Ron Andrews. This shows you the difficulty that seniors have in trying to get to a destination. For myself, I don't go to Ron Andrews these days because I am mostly on 2 wheels. When I come up from Maplewood, and I know you are planning a lot of big development down there as well, I go up Windridge and I go past the residence and the care home and in through the trails. I come out at Lytton and then I wonder where can I go and I am heading to points east. It is a tough job. You either go down the trail which is big loss, circle around the school. It is very hard to get through here or you go on Seymour Parkway. In the District here in the North Shore, there is a thing called the Spirit Trail. There has been a lot of talk about that but in this part of the North Shore there has been very little action. I am surprised that this hasn't come up in your plan because if you look at the map for the North Shore for the Spirit Trail, this is one of the routes through that leads into the east. The big problem we face here are the creeks. Bicycles are a solution for the future so I would like to see some effort made.

**A15** (D. Veres) In regards to the Spirit Trail question, the Spirit Trail east alignment hasn't been totally determined. I know at some point in the future there is a desire to have a bridge crossing McCartney Creek and that would like be where the Spirit Trail will connect. It will be somewhere probably south of the school site and likely be an extension of Windridge. At this point it is uncertain. As part of the CAC for this project, it is potential that funds could be directed toward the construction of the trail farther to the east.

On site we will have a bicycle repair room as well for the bike users. It is important in this day and age.

- C16** I am a member of the North Shore Hub, which is a cycling group, and we often have discussions with developers and we try to help out in this problem. We are trying to get better routes for cyclists of all ages. If you look at what has happened in West Van and in the City of North Van and the Spirit Trail, it is a big thing. It has to be a safe route, not just for cyclists but for the kids going to school and not being driven to school.
- A16** I would like to extend the invitation for you to sit down and have a conversation in the next few weeks and talk about bicycling needs and go through what we are providing. See if there is any input that you can give us.
- C17** I am a homeowner in one of the neighbouring lots on Mount Seymour Parkway. I have a couple of comments, especially since it is being recorded for city staff. First of all, I really like the design, I think it is really pleasing and I commend you on what appears to be a really thoughtful and a good-looking project. I hope it continues along this line. I really like the idea of the boulevard off the parkway separating the sidewalk from the street. Every morning I watch as my own children and hundreds of other children are making their way both to and from both Seymour Heights and Windsor. I think moving our population off this really busy street is a really important thing. I suppose I would look at this and say, well if you are doing it in this section why don't we just run it the whole way down to Broadview and move that section of traffic. It is really where the congestion happens as people come out from Seymour Heights down toward the school. Move that foot traffic of all those students an extra few feet off of the street. This would be a safer manner and I think it is a fantastic idea. I think it will be really pleasing as well from the street. The other comment I have is that the primary issue in our city in these last two years, and yes I am a homeowner but I am concerned about the affordability for the population. I would urge us to look toward creating more affordable housing even if that means in order to make the permit work for the developer it means an increase in density. I think if we can increase the number of affordable suites, that is a good thing. In that case, I would say if higher density is what is required to make that happen, then let's go in that direction. As a neighbour over all, I commend you on your good work.
- C18** The site really does need renewal and I do recognize the state it is in is not sustainable and needs to be dealt with. I do appreciate that you have respected the parking ratio. I am assuming they are all bundled with the units but it does look like you have the parking ratio where it should be. Other places have tried to push it down and down. I appreciate the improvements you have made to the internal traffic management. The areas where I still have concern is this is going to have a bit of a fortress massing, where you have created some internal space and opened up some view corridors but everything is pushed to the edge so much so that the impact particularly people walking along the south side of the Parkway there, they are going to be in shadow all year round. I understand there is fairly thick tree coverage now but generally I am concerned about the loss of green space on the site. Anybody who has been over there in the last 35 years has recognized that it

is a gem inside. When you go into this place, rolling hills lovely vista inside the site and then everything was built around to build this beautiful space in the middle. Instead of a beautiful space in the middle we have about 4 more buildings right where that big green space used to be on the site. This would have been one for those situations where I could have been convinced to go taller and do the stacked apartments as someone had suggested rather than town houses because the height of the parkway is so high by the time you get to the north edge. The height of the trees around the area, this is an area where you could hide some height in order to spare some green space. I am not a big fan of the massing still although I recognize that you have made some positive changes to the internal traffic. Like the comments I heard about daycare space in here, we all know that that is a huge issue in North Vancouver. I think we have about 1200 kids on daycare wait lists in North Vancouver. That is not acceptable. The bus stop, I really hope that that is a full bus stop that doesn't obstruct the bike lane or doesn't obstruct the traffic lanes in any way shape or form. A couple of the bus stops that the District has put in further down the Parkway unnecessarily hang out into the block. It drives me nuts that you would do that, build all this infrastructure just to block it. I have a great deal of concern with the 4-5 year construction build out time. We know that North Vancouver is having a problem with housing trades. People who want to have a patch of grass, constructive creative people are not moving here, they are commuting to here. The problem is you are not only going to add a ton of traffic for the construction of the project but I imagine every single one of them is going to want to park somewhere around the site. When we have events at the fields and dance studio, the neighbourhood gets absolutely full. We need to have a trades parking management plan with this site. It is a 6 ½ acre site so you have to be able to manage the parking of the trades on the property rather than spilling out into the community for a 4 or 5 year period. That would be completely unacceptable and I don't want to see the sidewalks blocked by construction spill over or lane closures on the Parkway. Eastbound after 2pm in the afternoon and west bound before 9am in the morning, I don't want to see lane closures in the Parkway to build this because it just fouls up everything in the area.

- C19** Thank you for your presentation. Architecturally I really like the design. The different comments that have been offered tonight, listening to some of the suggestions, an earlier question was related to purpose built market rental where there is such a shortage in the District. I agree with the comments that 20% of the strata units could be available for rental. But they are not in perpetuity then I know the owner of the condo is then able or townhouse is able to sell so they are not in perpetuity so that is where I think there should be some flexibility on the part of the District on getting more affordable market and affordable below market units. My understanding is that Anthem has made relocation plans for the existing owners and tenants, which has been really good. On Monday night a homelessness report was presented to the District of North Van Council and in conjunction with that, one of the Councillors brought up the point of making sure that if there are any available rental units at any of the development site, they be made available for some of the at-risk families. I think that is something that the developer

could consider over the next 18-month period. The other question that really hadn't been answered was the economics because we are at the low point in the interest rate cycle right now. There is a real opportunity to build market rental housing plus also consider the affordability question. The question there was, relative to the price points for the purchasers on town houses, stacked vs. the larger 3 storey units. Would that create more affordable units and possibly better density in getting more because I really liked the idea of having 2, 3, 4 bedroom units and what else can be done with this huge site.

A19 Just touching on the homeless issue. We were made aware of the Council meeting this morning when a North Shore news reporter contacted our office. We have not been contacted by the District, so we don't know exactly what the District is looking for at the moment. It would be premature for us to comment on that other than to say that our doors are open for a conversation. The questions around the stacked townhouses vs. ground orientated, yes, a stacked town house unit is a more affordable product than a ground orientated townhouse unit. There was a desire early on in this project to create a variety of housing types. That happened in conversation with staff at the District, hence the reason why you see the 3 different housing types. We could go to stacked form on the ground-oriented area but the net result will be an increase in density on the site. Our read of the situation is that there probably is not a lot of support for higher density on the site at the moment.

C20 The density of this project is obviously going to contribute more users to Ron Andrews and I was wondering what the long term plan is for Ron Andrews to accommodate a denser population, especially so close to it with young families as it is proposed? On this hand out that we got in our mailbox, it says Anthem would also make a community amenity contribution to the District of North Vancouver. Can you elaborate on what that contribution might be?

A20 (D.Veres) The District has been in touch with Ron Andrews. We referred the project to them and they provided some input and they are happy to see increased density because it does provide additional users for a lot of their programs and services that they provide. I can't speak to the long terms plans for Ron Andrews, it is an aging facility I would assume at some point in the future there will be some sort of a re development of that facility needed. The timelines when that would be, I can't respond to that at this point.

Part of the community amenity contribution is a numerical figure that is a calculation that is done with the District. They mandate basically a calculation based on density and then assign a dollar value per square foot and you arrive at number. That is still to be worked out with the District in terms of the overall package and what that would go to is up to the District and us to an extent to try to figure out where those funds would get allocated. It is a monetary contribution that the development community has to make to the District

(D. Veres) The community amenity contributions can be used for anything, as I mentioned earlier like the Spirit Trail. To finance public art works, housing, affordable housing,

childcare. There is a whole list of public benefits that can be funded through these contributions.

**C21** Do us as tax payers have some way that we can have input as to how the District spends that money?

**A21** (D. Veres) That is a great question. Through this process and depending on the type of input that you provide, we will be looking at that. We are listening to you and if there are suggestions, we have heard some tonight that is definitely taken into consideration. Often there will be a list of amenities that have been developed. There are some opportunities for other new projects to be added to the list.

**C22** I mentioned in my comments about being able to attract contractors to be able to live in our communities so that they are not always stuck in traffic. When you look at the traffic on the cut, there is a ladder on the back of every single truck going down the road it seems like. Well at least half of them anyway, come down the cut in the afternoon and it is lined out to Burnaby Lakes and in the morning coming to the North Shore. I visited a place where the entire community was built for trades and contractors. They actually took the parking areas and made sure someone could park a full sized crew cab, with gear on the top, so you actually drove in and went down into the parking structure and it had extra height and length so that we can start making more of the units in our community a little more friendly to trades. This is one of the biggest hesitations they have if they can't securely park their vehicle with all of their tools in it, then it becomes unacceptable for them. Maybe something to consider for the town house spaces is to have a little more height for the parking space and make sure it has adequate height for a utility truck

**C23** I was wondering around how much notice people are going to be getting before we have to move out and if we could be getting updates on that? I know a lot of people mostly renters are trying to stay as long as possible and trying to plan around that.

**A23** Our plan for the New Year was to start doing active communications with the existing residents. The way it is laid out right now is that there are both fixed terms leases and month-to-month leases. The fixed term, the latest leases would go until July 15 of 2018. We would follow suit similarly with the month-to-month tenants. Essentially we have to provide you with 3 months notice.

**Flyer Notification: 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 333 multi-family units at 904 – 944 Lytton Street.

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

Meeting Time and Location:

**Wednesday, October 4, 2017**  
**6:00-7:30pm**  
**Windsor Secondary School, Small Gym**  
**931 Broadview Drive**



**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
Darren Veres 604-990-2487	District of North Vancouver, Planning Department

**Flyer Notification: Page Two**

**The Proposal:**

Anthem Properties is proposing to construct a 333 unit multi-family development at 904 – 944 Lytton Street, at the corner of Lytton and Mount Seymour Parkway.

The proposal is for 133 townhomes, 157 condominiums and 43 rental apartments, which will include a mix of studio, 1-bedroom, 2-bedroom, 3-bedroom and 4-bedroom units.

The site will be accessible from two points off Lytton Street. Parking will be located in three separate underground parking garages with attached, two-car garages for the at-grade townhome units. A total of 507 parking spaces are provided for the residents along with 92 visitor parking spaces.

The proposal includes a redesign of Lytton Street featuring a new road, sidewalks, multi-use paths and major upgrades to the municipal utility services. Anthem would also make a community amenity contribution to the District of North Vancouver.



Project Rendering: 904 – 944 Lytton Street



Anthem Properties – 904 – 944 Lytton Street  
Public Information Meeting Summary  
October 4, 2017

**Newspaper Advertisement**

## **PUBLIC INFORMATION MEETING**

A redevelopment is being proposed for 904–944 Lytton Street, North Vancouver, to construct a multi-family development. You are invited to a meeting to discuss the project.

**Date:** Wednesday, October 4, 2017  
**Time:** 6:00pm – 7:30pm  
**Location:** Windsor Secondary School Small Gym,  
931 Broadview Drive

Anthem Properties proposes to rezone the site to permit a 333 unit multi-family development consisting of 133 townhomes, 157 condominiums and 43 rental apartments. Stacked townhomes and apartment units will be constructed over 3 underground parkades, while the ground-oriented townhomes have attached two-car garages.



Information packages are being distributed to residents within a minimum 100 meters of the site. If you would like to receive a copy or if you would like more information, please contact Darren Veres of the Development Planning Department at 604-990-2487, 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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# VIRTUAL PUBLIC HEARING ZONING BYLAW AMENDMENTS

**When:** Tuesday, November 17, 2020 at 7pm

**Where:** 355 West Queens Road, North Vancouver, BC

**How:** This Public Hearing will be held virtually, with participation by electronic means only. The hearing will be streamed over the internet at [app.DNV.org/councillive](http://app.DNV.org/councillive)

**What:** A Public Hearing for Bylaw 8423, proposed amendments to the Zoning Bylaw, to permit the creation of a 341-unit mixed-use development at 904-944 Lytton Street.

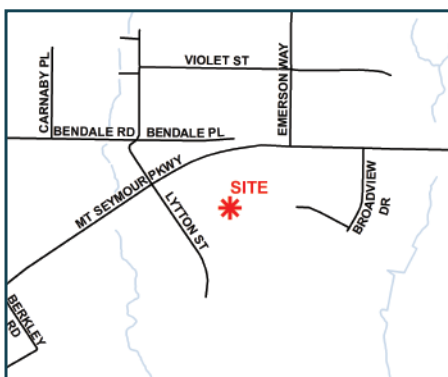
## What changes?

Bylaw 8423 proposes to amend the District's Zoning Bylaw by rezoning the subject site from Multi-Family Residential Zone 3 (RM3) to a new Comprehensive Development Zone 118 (CD118). The CD118 Zone addresses permitted and accessory uses, conditions of use and zoning provisions such as density, amenities, setbacks, height, building and site coverage, landscaping and storm water management, and parking requirements.

## When and How can I provide input?

We welcome your input on November 17, 2020 at 7pm. You may sign up in advance to speak at the hearing by contacting the Municipal Clerk at [gordonja@dnv.org](mailto:gordonja@dnv.org) prior to noon, Tuesday, November 17,

2020. You may also provide a written submission at any time prior to the close of the hearing by sending it to the Municipal Clerk at [input@dnv.org](mailto:input@dnv.org) or by mail to Municipal Clerk, District of North Vancouver, 355 West Queens Road, North Vancouver, BC, V7N 4N5. After the speakers list has been exhausted, there will be an opportunity for additional speakers to make submissions by telephone. Dial-in information will be provided at the meeting over the internet to those viewing the video stream.



\*Proposed



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

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

## Need more info?

Relevant background material and copies of the bylaws are available for review online at [DNV.org/public\\_hearing](http://DNV.org/public_hearing).

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