


AGENDA INFORMATION

- ☒ Regular Meeting
☐ Workshop (open to public)

Date: January 10, 2022
Date: _____


Dept.
Manager


GM/
Director


CAO

**The District of North Vancouver
REPORT TO COUNCIL**

November 24th, 2021
File: 08.3060.20/044.17

AUTHOR: Genevieve Lanz, Deputy Municipal Clerk

SUBJECT: **West 16th Street: Bylaws 8459, 8460 and 8461**

RECOMMENDATION:

THAT "District of North Vancouver Rezoning Bylaw 1403 (Bylaw 8459)" receives SECOND and THIRD Readings;

AND THAT "Housing Agreement Bylaw 8460, 2020 (West 16th Street – Market Housing)" receives SECOND and THIRD Readings;

AND THAT "Housing Agreement Bylaw 8461, 2020 (West 16th Street – No Rental Limit (except short term rentals))" receives SECOND and THIRD Readings.

BACKGROUND:

Bylaws 8459, 8460 and 8461 received First Reading on October 18th, 2021. A Public Hearing for Bylaw 8459 was held and closed on November 16th, 2021.

The bylaws are now ready to receive Second and Third Readings by Council.

OPTIONS:

1. Give the bylaws Second and Third Readings; or,
2. Refer the bylaws back to staff; or,
3. Give no further Readings to the bylaws and abandon the bylaws at First Reading.

Respectfully submitted,


Genevieve Lanz
Deputy Municipal Clerk

SUBJECT: West 16th Street: Bylaws 8459, 8460 and 8461

November 16th, 2021

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Attachments:

1. Bylaw 8459
2. Bylaw 8460
3. Bylaw 8461
4. Public Hearing Report dated November 16th, 2021
5. Staff Report dated September 28th, 2021

REVIEWED WITH:					
<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 type="checkbox"/> Planning	_____		
<input type="checkbox"/> Climate and Biodiversity	_____				

The Corporation of the District of North Vancouver

Bylaw 8459

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

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

1. Citation

This bylaw may be cited as "District of North Vancouver Rezoning Bylaw 1403 (Bylaw 8459)".

2. Amendments

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

- (a) Part 2A, Definitions is amended by adding CD131 to the list of zones that Part 2A applies to.
- (b) Section 301 (2) by inserting the following zoning designation in numeric sequence:

"Comprehensive Development Zone 131 CD131"

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

"4B131 Comprehensive Development Zone 131 CD131

The CD131 zone is applied to:

- i) Lot 22 Block 53 District Lot 552 Plan 4680 (PID: 009-035-354);
- ii) Lot 23 Block 53 District Lot 552 Plan 4680 (PID: 009-035-371);
- iii) Lot 24 Block 53 District Lot 552 Plan 4680 (PID: 009-035-486);
- iv) Lot 25 Block 53 District Lot 552 Plan 4680 (PID: 009-035-508);
- v) Lot 26 Block 53 District Lot 552 Plan 4680 (PID: 011-419-539);
- vi) Lot 27 Block 53 District Lot 552 Plan 4680 (PID: 011-419-547); and
- vii) Lot C Block 53 District Lot 552 Plan 4680 (PID: 011-419-628).

4B 131 – 1 Intent

The purpose of the CD131 Zone is to permit a multi-family strata and rental residential development.

4B 131 – 2 Permitted Uses

The following *principal uses* shall be permitted in the CD131 Zone:

a) Uses Permitted without Conditions:

Not applicable

b) Conditional Uses:

Residential Use

4B 131 – 3 Conditions of Use

a) *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;
- ii) Balcony, patio, play area and deck enclosures, and rooftop trellises are not permitted; and

4B 131 – 4 Accessory Use

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

4B 131 – 5 Density

- a) The maximum permitted density in the CD131 Zone is limited to a floor space ratio (FSR) of 0.45 and 7 *residential* units.
- b) For the purpose of calculating *gross floor area*, the following are exempted:
 - i) Any floor area below finished grade;
 - ii) Amenity rooms to a maximum of 140 m² (1,506.9 sq. ft.);
 - iii) Garbage / recycling rooms to a maximum of 60 m² (645.8 sq. ft.);
 - iv) Access to common roof terraces to a maximum of 65 m² (699.6 sq. ft.)
 - v) Common roof terraces; and
 - vi) Balconies and covered patios.
- c) For the purposes of calculating FSR, the lot area is deemed to be 2,944.2 m² (31,691 sq. ft.) being the site size at the time of rezoning.

4B 131 – 6 Amenities

- a) Despite Subsection 4B131 – 5, permitted density in the CD131 Zone is increased to a maximum of 5,152.3 m² (55,459 sq. ft.) *gross floor area* and a maximum of 62 *residential* units, if the owner:
- i) Contributes \$1,002,795 to the municipality to be used for any or all of the following amenities (with allocation and timing of expenditure to be determined by the municipality in its sole discretion):
 - a. The Affordable Housing Fund;
 - b. Park, trail, environmental, plaza, or other public realm improvements;
 - c. Municipal or recreational service facility, or facility improvements; and/or
 - d. Public art and other beautification projects.
 - ii) Enters into a Housing Agreement securing rental units in perpetuity.
 - iii) Enters into a Housing Agreement prohibiting any strata bylaw or regulation establishing rental restrictions on the strata units.

4B 131 – 7 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, projecting balconies, overhangs, architectural elements and awnings, all to a maximum depth of 2.5 m (8.2 ft.), as established by the development permit and in accordance with the following regulations, but in no case may the setback to a balcony face be less than 2.5 m (8.2 ft.):

Setback	Building (Minimum Setback)
North (Lane)	5.0 m (16.4 ft.)
East (Lane)	2.9 m (9.5 ft.)
South (West 16 th Street)	6.9 m (22.6 ft.)
West (Existing multi-family residential)	2.9 m (9.5 ft.)

- b) Decks, patios, and external play areas are excluded from the setback requirements.

4B 131 – 8 Height

The maximum permitted height for a multi-family apartment building shall be:

- a) 14 m (45.9 ft.) to the roof parapet.

- b) Any roof access stair or elevator penthouse up to a height of 3 m (9.8 ft.), above a roof parapet, shall be exempted.

4B 131 – 9 Coverage

- a) Building Coverage: The maximum building coverage is 65%
- b) Site Coverage: The maximum site coverage is 70%

4B 131 – 10 Landscaping and Storm Water Management

- a) All land areas not occupied by buildings and patios shall be landscaped in accordance with a landscape plan approved by the District of North Vancouver.
- b) All utility boxes, vents or pumps, or any solid waste facility (with the exception of temporary at-grade staging areas) or loading areas that are not located underground and / or within a building, shall be screened with landscaping or fencing, or a combination thereof, in accordance with a landscape plan approved by the District of North Vancouver.

4B 131 – 11 Parking, Loading and Servicing Regulations

- a) Parking is required as follows:

Use	Parking Requirement
Strata Residential	Minimum of 1.22 spaces per unit
Rental Residential	Minimum of 0.96 spaces per unit
Visitor	Minimum of 0.09 spaces per unit
Car Share	Minimum of 3 spaces
Accessible (within required total)	Minimum of: 2 spaces for strata building 2 spaces for rental building 2 spaces in visitor parking area

- b) Bicycle Parking is required as follows:

Use	Bicycle Parking Requirement
Strata Residential	Minimum of: 1.87 spaces per unit (Resident: Class 1) 0.19 spaces per unit (Visitor: Class 2)
Rental Residential	Minimum of: 1.87 spaces per unit (Resident: Class 1) 0.19 spaces per unit (Visitor: Class 2)
Bike Share	Minimum of 6 spaces

c) Except as specifically provided in 4B131 – 11 (a) and (b), parking shall be provided in accordance with Part 10 of this Bylaw.”

(d) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from Single-Family Residential 6000 Zone (RS4) to Comprehensive Development Zone 131 (CD131).

READ a first time on October 18th, 2021

PUBLIC HEARING held on November 16th, 2021

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

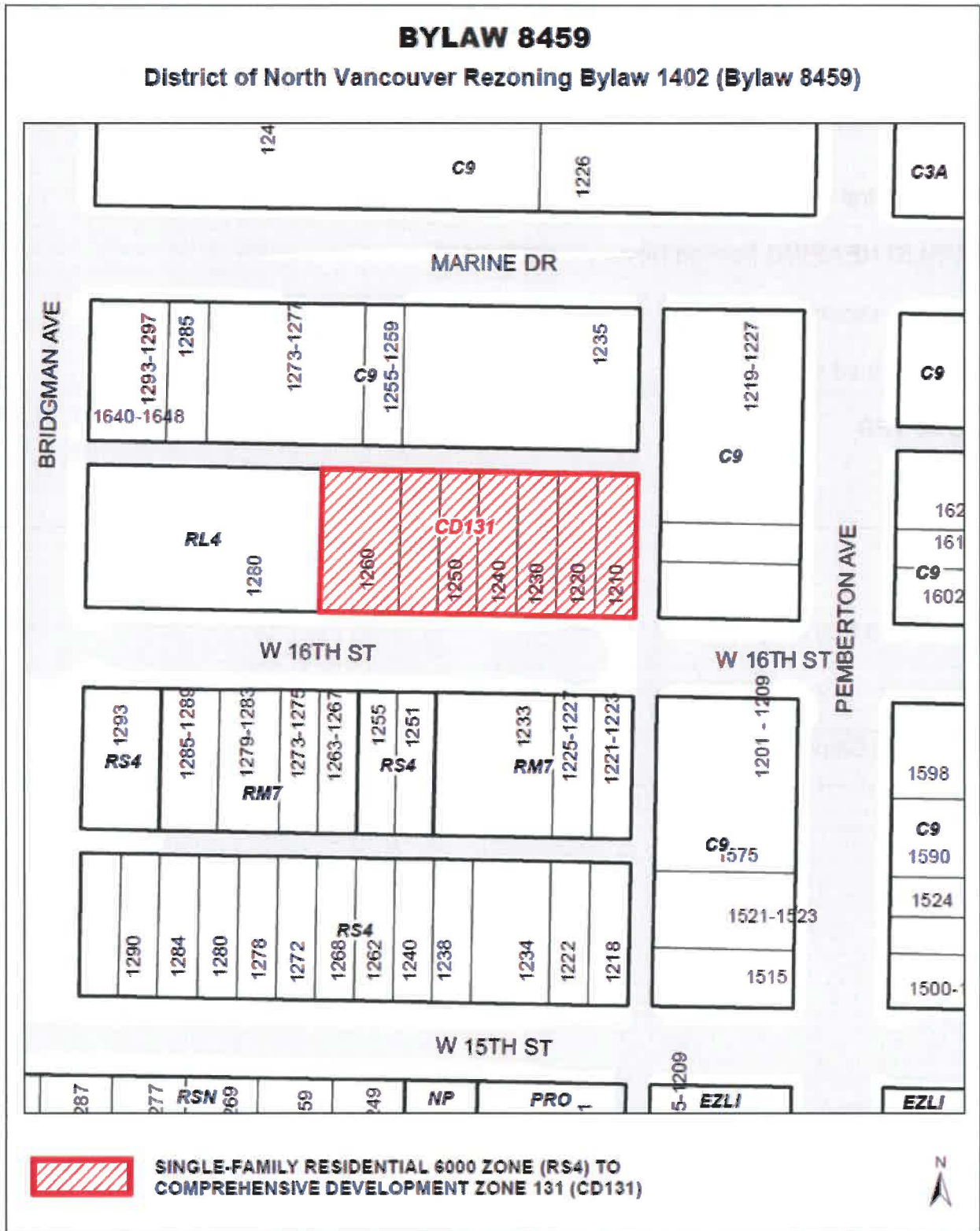
Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8459

BYLAW 8459

District of North Vancouver Rezoning Bylaw 1402 (Bylaw 8459)



The Corporation of the District of North Vancouver**Bylaw 8460****A bylaw to enter into a Housing Agreement**

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

1. Citation

This bylaw may be cited as "Housing Agreement Bylaw 8460, 2020 (West 16th Street – Market Housing)".

2. Authorization to Enter into Agreement

The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Horst Dammholz Realty Ltd. substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands:

- a) PID 009-035-354 Lot 22 BI 53 DL 552 Plan 4680
- b) PID 009-035-371 Lot 23 BI 53 DL 552 Plan 4680
- c) PID 009-035-486 Lot 24 BI 53 DL 552 Plan 4680
- d) PID 009-035-508 Lot 25 BI 53 DL 552 Plan 4680
- e) PID 011-419-539 Lot 26 BI 53 DL 552 Plan 4680
- f) PID 011-419-547 Lot 27 BI 53 DL 552 Plan 4680
- g) PID 011-419-628 Lot C BI 53 DL 552 Plan 4680

3. Execution of Documents

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

READ a first time on October 18th, 2021

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8460

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

THIS AGREEMENT dated for reference _____, 2021

BETWEEN:

HORST DAMMHOLZ REALTY LTD. (Incorporation No. BC1276941) a corporation incorporated under the laws of the Province of British Columbia with an office at

("Dammholz")

AND:

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

(the "District")

WHEREAS:

1. Dammholz 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 "Lands");
2. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the District in respect of the use of land, construction on land or the subdivisions of land;
3. Section 905 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 Lands; and
4. Dammholz and the District wish to enter into this Agreement to restrict the subdivision and use of, and construction on, the Lands 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 905 of the *Local Government Act*.

NOW THEREFORE in consideration of the sum of \$10.00 now paid by the District to Dammholz 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) “*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);
- (b) “*Development Covenant*” means the section 219 covenant registered in favour of the District against title to the Lands under No. _____;
- (c) “*Director*” means the District’s General Manager of Planning, Permits and Properties and his or her designate;
- (d) “*Dwelling Unit*” means a room or set of rooms containing cooking and sanitary facilities and designed to be used for residential occupancy by one or more persons;
- (e) “*Lands*” has the meaning given to it in Recital A hereto;
- (f) “*LTO*” means the Lower Mainland Land Title Office and any successor of that office.
- (g) “*Market Rental Units*” means all of the Dwelling Units in the Rental Building which are not Affordable Rental Units, and “*Market Rental Unit*” means one of the Market Rental Units;
- (h) “*Master Development Plan*” has the meaning given to it in the Development Covenant;
- (i) “*Owner*” means Dammholz 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;
- (j) “*Rental Building*” means the 4 storey apartment building containing the Rental Dwelling Units constructed or to be constructed on the Rental Building Remainder Parcel generally as shown on the Master Development Plan;
- (k) “*Rental Building Remainder Parcel*” means the remainder parcel created by the air space subdivision of the Lands generally as shown on the sketch plan attached hereto as Schedule “A” containing, *inter alia*, the Rental Building;
- (l) “*Rental Dwelling Units*” means at least 31 Dwelling Units in the Rental Building comprising 9 one-bedroom Dwelling Units, 16 two-bedroom Dwelling Units and 6 three-bedroom Dwelling Units, all satisfying the criteria and requirements set out in the Development Covenant; and

- (m) “*Subdivided*” means the division of land into two or more parcels by any means, including by deposit of an air space subdivision plan or other subdivision plan under the *Land Title Act*, lease, or deposit of a strata plan or bare land strata plan under the *Strata Property Act* (including deposit of any phase of a phased bare land strata plan).
- 2. **Rental Building** – The Rental Building must contain the Rental Dwelling Units.
- 3. **Use of Rental Dwelling Units** – The Rental Building and the Rental Dwelling Units may not be used for any purpose whatsoever save and except for the purpose of rental housing pursuant to arm’s length month-to-month residential tenancy agreements or arm’s length residential tenancy agreement with terms not exceeding three years in duration (including all periods in respect of which any rights or renewal, contingent or otherwise have been granted).
- 4. **Partial Discharge** – At the request of the Owner and at the Owner’s sole expense, the District will deliver to the Owner discharge(s) in registrable form discharging this Agreement from all of the Lands other than the Rental Building Remainder Parcel, provided that:
 - (a) the air space subdivision creating the Rental Building Remainder Parcel is deposited and fully registered at the LTO;
 - (b) the Director is satisfied that the Owner has met all of its obligations under all provisions of the Development Covenant that relate to the Rental Dwelling Units the Rental Building, or the Rental Building Remainder Parcel, and has obtained occupancy permits for the Rental Building and all Dwelling Units located therein; and
 - (c) this Section 219 Covenant and Rent Charge – Housing Agreement remains registered at the LTO against title to the Rental Building Remainder Parcel in favour of the District in priority to all financial charges.
- 5. **No Subdivision** – The Rental Building Remainder Parcel, once created, and any improvements from time to time thereon (including without limitation the Rental Building) may not be subdivided by any means whatsoever, including, without limitation, by subdivision plan, strata plan, fractional interest, lease or otherwise.
- 8. **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 Lands are 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 8(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 8(a) is due and payable to the District in accordance with subsection 8(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.
- 9. **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 Lands in accordance with this Agreement.
- 10. **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 Lands in perpetuity.
- 11. **Compliance with Laws** – The Owner will at times ensure that the Lands are 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.
- 12. **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 and the District in respect of the development of the Lands 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.

13. **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.

14. **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 "Lands" 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.
15. **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:

Attention:

- (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
Email:

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.

16. **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.
17. **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.
18. **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.
19. **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.
20. **Binding Effect** – This Agreement endures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, trustees, receivers and successors (including successors in title).
21. **Covenant Runs With the Lands** - 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 Lands to the extent provided in this Agreement, and runs with them and binds the Owner's

successors in title. This Agreement also burdens and runs with every parcel into which the Lands are consolidated (including by the removal of interior parcel boundaries) by any means.

22. **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.
23. **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 Lands or the building or any portion thereof, including any Dwelling 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.
24. **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.
25. **Further Acts** - The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
26. **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.
27. **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.
28. **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.
29. **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.
30. **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” to Housing Covenant and Rent Charge

Sketch Plan of Rental Building Air Space Parcel

The Corporation of the District of North Vancouver**Bylaw 8461****A bylaw to enter into a Housing Agreement**

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

1. Citation

This bylaw may be cited as "Housing Agreement Bylaw 8461, 2020 (West 16th Street – No Rental Limit (except short term rentals))".

2. Authorization to Enter into Agreement

The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Horst Dammholz Realty Ltd. substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands:

- a) PID 009-035-354 Lot 22 BI 53 DL 552 Plan 4680
- b) PID 009-035-371 Lot 23 BI 53 DL 552 Plan 4680
- c) PID 009-035-486 Lot 24 BI 53 DL 552 Plan 4680
- d) PID 009-035-508 Lot 25 BI 53 DL 552 Plan 4680
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- f) PID 011-419-547 Lot 27 BI 53 DL 552 Plan 4680
- g) PID 011-419-628 Lot C BI 53 DL 552 Plan 4680

3. Execution of Documents

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

READ a first time on October 18th, 2021

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8461

SECTION 219 COVENANT – HOUSING AGREEMENT

THIS AGREEMENT is dated for reference the ____ day of _____, 2021

BETWEEN:

HORST DAMMHOLZ REALTY LTD. (Inc. No. BC1276941) a corporation incorporated under the laws of the Province of British Columbia with 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 Covenant"* means the section 219 covenant registered in favour of the District against title to the Lands under No. _____;
- (b) *"Development Permit"* means development permit No. _____ issued by the District;
- (c) *"Director"* means the District's General Manager of Planning, Permits and Properties and his or her designate;
- (d) *"Lands"* means land described in Item 2 of the *Land Title Act* Form C to which this agreement is attached;
- (e) *"Owner"* means the Developer and any other person or persons registered in the 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;
- (f) *"Proposed Development"* means the proposed development containing not more than 31 residential dwelling strata Units to be constructed on the Lands in accordance with the Development Permit and the Development Covenant;
- (g) *"Short Term Rentals"* means any rental of a Unit for any period less than 30 days;
- (h) *"Strata Building Air Space Parcel"* means the air space parcel created by the air space subdivision of the Lands generally as shown on the sketch plan attached hereto as Schedule "A" containing, *inter alia*, all of the residential dwelling strata Units;
- (i) *"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*;
- (j) *"Unit"* means a residential dwelling strata unit in the Proposed Development and "Units" means all of the residential dwelling strata units in the Proposed Development; and
- (k) *"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 8461 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 Partial Discharge

At the request of the Owner and at the Owner's sole expense, the District will deliver to the Owner discharge(s) in registrable form discharging this Agreement from all of the Lands other than the Strata Building Air Space Parcel, provided that:

- (a) the air space subdivision creating the Strata Building Air Space Parcel is deposited and fully registered at the Land Title Office;
- (b) the Director is satisfied that the Owner has met all of its obligations all of its obligations under all provisions of the Development Covenant that relate to the air space subdivision to create the Strata Building Air Space Parcel, and has obtained occupancy permits for the Units located therein; and
- (c) this Section 219 Covenant – Housing Agreement remains registered at the LTO against title to the Strata Building Air Space Parcel in favour of the District in priority to all financial charges.

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 Owner:

If to the District:

District Municipal Hall
355 West Queens Road
North Vancouver, BC V7N 4N5

Attention: Planning Department

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 8461.

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 "A" to Section 219 Covenant – Housing Agreement

Sketch Plan

Sketch Plan of Rental Building Air Space Parcel

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**DISTRICT OF NORTH VANCOUVER
PUBLIC HEARING**

**1210 – 1260 West 16th Street
Zoning Bylaw Amendments**

REPORT of the Public Hearing held on Tuesday, November 16, 2021 commencing at 7:45 p.m. 2021 in the Council Chamber of the District Hall, 355 West Queens Road, North Vancouver, British Columbia.

Present: Acting Mayor J. Back
Councillor M. Bond
Councillor M. Curren (via Zoom)
Councillor B. Forbes (via Zoom)
Councillor J. Hanson

Absent: Mayor M. Little
Councillor L. Muri

Staff: Mr. D. Milburn, General Manager – Planning, Properties & Permits
Ms. J. Paton, Assistant General Manager – Planning
Mr. J. Gordon, Manager – Administrative Services
Mr. D. Veres, Senior Development Planner
Ms. A. Reiher, Council Liaison / Support Officer
Mr. A. Norton, Development Planner
Ms. H. Adams, Planning Assistant
Ms. C. Archer, Confidential Council Clerk
Ms. K. Hebron, Committee Clerk

1. OPENING BY THE MAYOR

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

He further noted that this Public Hearing is being convened pursuant to Section 464 of the *Local Government Act*.

Acting Mayor Back stated that:

- Council will use the established speakers list. At the end of the speakers list, the Chair may call on speakers from the audience;
- Each speaker will have five minutes to address Council for a first time and should begin remarks to Council by stating their name;
- After everyone who wishes to speak has spoken once, speakers will then be allowed one additional five minute presentation;
- Any additional presentations will only be allowed at the discretion of the Chair;
- Please do not repeat information from your previous presentations and ensure your comments remain focused on the bylaw under consideration this evening;

- If a written submission has been provided, there is no need to read it as it will have already been seen by Council. It can be summarized, ensuring that the comments are pertaining to the bylaw under consideration at this hearing;
- All members of the audience are asked to be respectful of one another as diverse opinions are expressed. Council wishes to hear everyone's views in an open and impartial forum;
- Council is here to listen to the public, not to debate the merits of the bylaw;
- Council may ask clarifying questions;
- The Municipal Clerk has a binder containing documents and submissions related to the bylaw, which Council has received and which members of the public are welcome to review, available online at DNV.org/agenda.
- Everyone at the hearing will be provided an opportunity to speak. If necessary, the hearing will continue on a second night;
- At the conclusion of the public input Council may request further information from staff, which may or may not require an extension of the hearing, or Council may close the hearing, after which Council should not receive further new information from the public;
- The Public Hearing is being streamed live over the internet and recorded in accordance with the *Freedom of Information and Protection of Privacy Act*.

2. INTRODUCTION OF BYLAW BY CLERK

Mr. James Gordon, Municipal Clerk, introduced the proposed bylaw, stating that Bylaw 8459 proposes to amend the District's Zoning Bylaw by rezoning the subject site from Single Family Residential 6000 Zone (RS4) to a new Comprehensive Development Zone 131 (CD131). The CD131 Zone addresses permitted and accessory uses and zoning provisions such as density, amenities, setbacks, height, building and site coverage, landscaping, storm water management, and parking requirements.

3. PRESENTATION BY STAFF

Mr. Andrew Norton, Development Planner, provided an overview of the proposal elaborating on the introduction by the Municipal Clerk. Mr. Norton advised that:

- The proposal is for a 31-unit market rental building and a 31-unit strata residential building;
- Bylaw 8459 proposes to create a CD131 Zone, specific to this proposal;
- The proposal also includes two Housing Agreement bylaws to secure the market rental units in perpetuity and prohibiting rental restrictions on the strata units;
- The site is designated Residential Level 5: Low Density Apartment (RES5) in the Official Community Plan (OCP) and the proposal's density is compliant with this designation at 1.75 FSR;
- The proposal is compliant with Development Permit Area guidelines for Form and Character for Multi-Family Housing and Energy and Water Conservation and Greenhouse Gas Emission Reduction;
- The subject site is just under 31,700 square feet in area and is located on the north side of West 16th Street within the Lower Capilano / Marine Drive Frequent Transit Development Area;

- Surrounding property uses include commercial and mixed-use residential uses to the north and east, single-family dwellings and a duplex residential development to the south, and a four-storey seniors' building to the west;
- A concern was previously raised by Council about the potential impact on light industrial uses; these uses are located further south along Pemberton Avenue and would not be impacted by the proposed development;
- The site is currently occupied by six single-family dwellings, which are currently tenanted;
- The existing tenants are aware of the application and, should the bylaws be adopted, will be provided with four months notice and compensation of \$2,000 for long-term tenants and \$1,000 for short-term tenants;
- Three rental units and three strata units would be set aside in the new development for existing tenants at a 10% discount;
- There are no preliminary Planning applications, no other detailed rezoning applications or projects under construction within the Marine Drive Corridor; three applications are currently at the Development Permit stage;
- The proposal includes one rental building and one strata building, each with 31 units for a total of 62 units. Both buildings have nearly identical floor layouts;
- The proposal includes one level of underground parking and three car share spaces, which is accessed from the lane to the north of the site;
- Access to the lobby areas is via West 16th Street;
- All units include private balconies or patios;
- The proposal includes communal amenity rooms and a shared play area;
- The site is surrounded by landscaping and new street trees on West 16th Street;
- The proposed building design and scale responds to the visual character of the Marine Drive Corridor;
- The proposal includes two buildings to enable appropriate building massing within the low-density residential streetscape on West 16th Street;
- All of the units will meet the Basic Accessible Design criteria and four will meet the Enhanced Accessible Design criteria, which exceeds the minimum requirements of the Accessible Design Policy for Multi-Family Housing;
- A landscaping plan is proposed to create a low-density residential streetscape along West 16th Street.
- The proposed design has been reviewed by the Advisory Design Panel, which recommended approval subject to minor revisions, which have been made;
- In accordance with the Rental and Affordable Housing Strategy, the proposal provides a range of unit sizes and tenures to address different housing needs, including 18 one-bedroom units, 32 two-bedroom units and 12 three-bedroom units;
- A total of 44 of the proposed units are two- or three-bedroom units, suitable for families;
- Access to a single level underground parkade is proposed via the lane located to the north of the site, with primary access via the intersection of Marine Drive and Bridgman Avenue, with secondary access via Pemberton Avenue and Marine Drive via existing lanes;
- Council previously inquired about access to the site from the adjacent lanes, particularly the north-south lane connecting to Marine Drive. The Development Engineering Department has reviewed the proposal and the dimensions of the lane, and found it is viable for bidirectional vehicular movement;

- It is expected that most residents would use the intersection of Bridgman Avenue and Marine Drive to access the lane;
- There is no access to the site between West 16th Street and Pemberton Avenue proposed;
- A total of 79 parking spaces are included in the proposal, including 70 resident spaces, six visitor spaces and 3 car share spaces, six of which will be accessible spaces.
- The proposed parking ratio of 1.27 spaces per unit has been reduced from the original proposal, with Transportation Demand Management (TDM) measures proposed in accordance with the Alternative Vehicle Parking Rates Policy, including:
 - Three car share spaces;
 - Car share memberships provided to residents at occupancy;
 - Unbundled parking for both rental and strata units;
 - A display screen showing real-time transit information; and,
 - Six shared bicycle spaces and bicycle repair workspaces.
- In compliance with the Electric Vehicle Charging Infrastructure Policy, the proposal includes energized outlets capable of providing Level 2 for all resident parking spaces;
- In compliance with the Bicycle Parking and End-of-Trip Facilities Policy, a total of 134 bicycle parking spaces are proposed, including 116 resident spaces, 12 visitor spaces, and six visitor spaces with electric charging points;
- Green building measures proposed for the development include:
 - Exceeding Step 3 of the BC Energy Step Code with a low carbon energy system (LCES);
 - Fossil-free building operation, completely powered by electricity;
 - Heat recovery ventilation;
 - Centralized hot water using heat pumps; and,
 - Designed to accommodate future solar panels.
- Proposed infrastructure improvements proposed include:
 - Installation of ducting for future undergrounding of power lines and new paving for the lane to the north of the site;
 - Cul-de-sac widening, storm drainage improvements, removal of overhead power lines and new paving on West 16th Street;
 - Site landscaping and new boulevard and street tree planting;
 - Land dedications at the northeast corner to improve service vehicle turning at the southeast corner and to allow for any future road connection to Pemberton Avenue, and on West 16th Street to allow widening of the street's cul-de-sac bulb to provide adequate access for service and emergency vehicles.
- The project includes a Community Amenity Contribution (CAC) of \$1,002,795, estimated Development Cost Charges (DCC's) of \$495,000 and off-site works estimated at approximately \$600,000, with the final amount to be determined at the building permit stage.

4. PRESENTATION BY APPLICANT

4.1. Mr. Simon Richards, Partner, Cornerstone Architecture:

- Advised that he is the architect for the project;
- Commented on the level of development in the area;

- Noted that there is significant existing infrastructure and many services in the area, making it suitable for higher density development;
- Commented on the green building measures, noting that the building would have zero carbon emissions and be powered entirely by electricity;
- Noted that the ground-level units have individual entrances;
- Commented that the planned design and materials are in keeping with the existing buildings in the area;
- Noted that the Advisory Design Panel and Urban Planner approved the proposal;
- Opined that the development should not be controversial;
- Commented on public input regarding parking and traffic concerns;
- Noted that the developer has responded to concerns expressed by District staff, Council and residents;
- Advised that the proposal is consistent with all relevant District policies and the OCP;
- Noted that the accessible units exceed District requirements;
- Advised that the proposed development includes half rental units and does not include any subsidies; a fully rental development would have included subsidies such as a CAC waiver and density bonus;
- Noted that the proposal includes extensive offsite works, including undergrounding of overhead power lines;
- Commented on the lane connecting to Marine Drive, noting that it will be an appropriate size to accommodate large vehicles;
- Speed humps are proposed to deter drivers seeking alternative routes to avoid main streets;
- Commented on the TDM measures included in the proposal;
- Advised that the developer sought a balance between parking reductions to encourage alternate transportation and avoid climate impacts, and sufficient parking to avoid adding pressure to already busy street parking; and,
- Noted that the proposal includes staggered construction for the two buildings and maintaining staging and crew parking on the site.

5. REPRESENTATIONS FROM THE PUBLIC

5.1. Ms. Margaret Tutt:

- Spoke in opposition to the proposal;
- Advised that she lives adjacent to the subject property;
- Commented on street parking pressures due to local businesses, noting that parking has been negatively impacted by the recent opening of an ICBC office on Marine Drive and that there is often no available parking during the day;
- Noted that many residents of the adjacent building have impaired mobility and are having difficulty accessing vehicles, including HandyDart;
- Commented on usage of the lane, noting there are safety concerns and that it is frequently blocked by trucks; and,
- Questioned if the area is able to accommodate more residents and vehicles.

5.2. Mr. Amir Mansorri:

- Spoke in opposition to the proposal;
- Noted that the proposal exceeds the maximum density designated for the site in the Lower Capilano Local Plan;
- Expressed confusion regarding the relationship between Local Plans and the OCP, noting staff has said the OCP supersedes Local Plans but that they are used as reference documents;
- Commented on existing infrastructure and the cost of capital projects;
- Commented on the liveability of the area and the impact of the proposed development on existing residents; and,
- Recommended allowing the development to the maximum of 40 units allowed by the current Zoning.

5.3. Ms. Samaneh Hashemi:

- Spoke in opposition to the proposal;
- Commented on street parking issues and the impact of local businesses;
- Opined that the proposal is not compliant with OCP Design Guidelines for Multi-Family Housing;
- Commented on the scale and height of the proposed development compared to neighbouring buildings; and,
- Requested that the development employ cascading heights to better transition between neighbouring building heights.

5.4. Ms. Judith Brook:

- Commented on the need for more affordable housing in the District and queried if any of the rental units could be subsidized;
- Encouraged Council to consider all building decisions through a climate lens;
- Recommended the use of low carbon cement for the buildings;
- Commended the proposal's compliance with Step 3 of the BC Energy Code; and,
- Recommended the use of air source heat pumps and that no gas lines be connected to the buildings.

Councillor BOND left the meeting at 8:21 p.m. and returned at 8:26 p.m.

5.5. Ms. Nancy Whiteley:

- Spoke in support of the proposal;
- Commented that residential buildings would be an improvement over the trailers and recreational vehicles currently occupying the street;
- Queried if Norgate Plaza should be required to provide on-site parking for staff and visitors, noting their parking is leased to a local car dealership and not available to their tenants;
- Expressed concern that access to the lane would be frequently blocked by McDonalds drive-through customers;
- Commented on the size of the lane;
- Noted construction and worker parking will impact the area; and,
- Advised that the parking and traffic studies were completed prior to ICBC moving into the plaza.

5.6. Ms. Rian Tan:

- Spoke in opposition to the proposal;
- Advised that she lives on West 16th Street;
- Expressed concern regarding street parking, noting that it is often full from 7:00 a.m. to 7:00 p.m.
- Noted that street parking is used by employees and customers of local businesses as well as by transit users as a park and ride area; and,
- Commented on quality of life impacts.

5.7. Mr. Corrie Kost:

- Queried how the proposal meets affordable housing goals, noting that there are no affordable units proposed;
- Opined that the proposal is not consistent with the OCP when considered as a whole and does not address priority goals regarding non-market housing needs;
- Commented on a large development that was originally proposed as strata units and revised to rental units without additional considerations from the District;
- Opined that more rental units are needed;
- Questioned how the proposal meets priority action items from the Targeted OCP Review Action Plan regarding affordable housing; and,
- Encouraged Council not to approve the proposed development.

5.8. Mr. Mahmoud Kamyab:

- Spoke in opposition to the proposal;
- Commented on traffic and parking issues on the street;
- Opined that the proposal adds too many units, residents and vehicles to the area;
- Commented on the size of the lane, noting that it is used by a local car dealership to store vehicles; and,
- Commented on safety considerations.

5.9. Ms. Rian Tan SPEAKING FOR A SECOND TIME:

- Advised that parking issues contribute to daily stress for local residents;
- Recommended reducing the size of the development and increasing on-site resident and visitor parking in order to reduce the impact on existing residents; and,
- Requested that resident-only parking be considered for the street.

5.10. Mr. Art McGillivray:

- Spoke on behalf of the Norgate Park Community Association; and,
- Commented on the impact the new ICBC office has had on the area, noting that staff and customer parking overflows onto surrounding streets and vehicles are often parked in no-parking, no-stopping and time-limited spaces all day.

5.11. Ms. Samaneh Hashemi SPEAKING FOR A SECOND TIME:

- Commented on local businesses using street parking;
- Questioned if the developer has considered the current parking conditions; and,
- Commented on the proposal's impact on infrastructure such as sewers.

5.12. Mr. Amir Mansorri SPEAKING FOR A SECOND TIME:

- Commented on the relationship between local plans, the OCP and neighbourhood infill plans;
- Commented on different parking requirements at nearby approved developments compared to this proposal; and,
- Expressed concern regarding the reduced parking rates proposed for this development.

5.13. Mr. Simon Richards:

- Commented on population growth in the community;
- Expressed support for increasing density and using properties to their highest and best use;
- Reiterated that the proposal is consistent with District policies;
- Advised that the lower parking rates in the proposed development improve affordability;
- Noted that District policies have moved from imposing minimum parking rates to maximum parking rates;
- Commented on the subject site's proximity to arterial transportation and access to transit;
- Commented on the proposed setbacks;
- Noted that the proposed height is consistent with the site's current OCP designation;
- Acknowledged there are street parking issues in the immediate area and suggested a Resident Parking Only zone may be needed;
- Opined that the density is not higher than other developments in the area; and,
- Noted that the proposed design is in character with the surrounding neighbourhood.

5.14. Mr. Corrie Kost SPEAKING FOR A SECOND TIME:

- Encouraged Council to prioritize disadvantaged residents when making development decisions.

5.15. Ms. Rian Tan SPEAKING FOR A THIRD TIME:

- Requested information on the proposed construction timeline and traffic and parking mitigation measures during construction.

5.16. Ms. Samaneh Hashemi SPEAKING FOR A THIRD TIME:

- Commented regarding the proposed setbacks and heights; and,
- Recommended using transitioning heights to better fit with the existing neighbourhood.

In response to a question from Council, the applicant advised that no gas lines would be connected to the buildings. Both buildings are proposed to be run on electric power and no fossil fuels.

In response to a question from Council, the applicant advised that the 10% discounted rates for current tenants will be in keeping with market rates and that the developer will set rates in the housing agreement.

In response to a question from Council, the applicant advised that the estimated construction time would have been 16 to 18 months before the COVID-19 pandemic and a projected timeline is not available at this time. He noted that construction parking would be at a neighbouring site once their parkade is completed.

6. COUNCIL RESOLUTION

MOVED by Councillor HANSON

SECONDED by Councillor BOND

THAT the November 16, 2021 Public Hearing be closed;

AND THAT "District of North Vancouver Rezoning Bylaw 1403 (Bylaw 8459)" be returned to Council for further consideration.

CARRIED
(9:08 p.m.)

CERTIFIED CORRECT:



Confidential Council Clerk

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AGENDA INFORMATION

☒ Regular Meeting☐ Other:Date: Oct. 18, 2021

Date: _____

Dept.
ManagerGM/
Director

CAO

The District of North Vancouver REPORT TO COUNCIL

September 28, 2021
Case: PLN2017-00044
File: 08.3060.20/044.17

AUTHOR: Andrew Norton, Development Planner

SUBJECT: Bylaws 8459, 8460, and 8461: Rezoning and Housing Agreements for a 62-unit Residential Strata and Rental Development at 1210-1260 W 16th Street

RECOMMENDATION

THAT "District of North Vancouver Rezoning Bylaw 1403 (Bylaw 8459)" is given FIRST reading;

AND THAT "Housing Agreement Bylaw 8460, 2020 (West 16th Street)", is given FIRST reading;

AND THAT "Housing Agreement Bylaw 8461, 2020 (West 16th Street)", is given FIRST reading;

AND THAT Bylaw 8459 be referred to a Public Hearing.

REASON FOR REPORT

Implementation of the proposal requires Council's consideration of:

- Bylaw 8459 to rezone the subject properties (**Attachment 1**);
- Bylaw 8460 to authorize a Housing Agreement to secure the rental units in perpetuity (**Attachment 2**); and,
- Bylaw 8461 to authorize a Housing Agreement prohibiting any strata bylaw or regulation establishing rental restrictions on the units (**Attachment 3**).



SUBJECT: Bylaws 8459, 8460, and 8461: Rezoning and Housing Agreements for a Residential Development at 1210-1260 West 16th Street

September 28, 2021

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

BACKGROUND

The development application for 1210-1260 West 16th Street was considered by Council for early input on September 14, 2020. At that meeting, Council directed staff to prepare bylaws for consideration based on the applicant's rezoning application.

SUMMARY

Cornerstone Architecture has applied on behalf of the property owner, The Dammholz Group of Companies, to redevelop seven existing single-family lots to create two, four-storey multi-family apartment buildings providing a total of 62 units, including 31 strata units and 31 market rental units. The proposal includes a single-level underground parking garage accessed via the rear lane to the north of the site (see **Attachment 4** for drawing package).

ANALYSIS

Site and Surrounding Area

The site is located on the north side of West 16th Street, with Pemberton Avenue to the east and Marine Drive to the north. The site is 2,944 m² (31,691 sq. ft.) in area and is comprised of seven single-family lots, currently occupied by six houses.

The rear lane is accessed from Bridgman Avenue, Marine Drive, and Pemberton Avenue. This section of West 16th Street adjacent to the site is a cul-de-sac with no direct vehicular access to Pemberton Avenue.

The site is surrounded by a mix of different uses, with residential and commercial uses located along Marine Drive to the north, commercial uses along Pemberton Avenue to the east, duplex and triplex residential development to the south, and a four-storey seniors' building immediately to the west.



SUBJECT: Bylaws 8459, 8460, and 8461: Rezoning and Housing Agreements for a Residential Development at 1210-1260 West 16th Street

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EXISTING POLICY

Official Community Plan

The Official Community Plan (OCP) designates the site as “Residential Level 5” (RES5) which envisions low-rise apartments at a density of up to approximately 1.75 FSR. At 1.75 FSR, the proposal complies with the OCP designation.

The proposal addresses a number of OCP goals and policies including:

- Goal 2: “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”.
- Goal 7: “Develop an energy-efficient community that reduces its greenhouse gas emissions and dependency on non-renewable fuels while adapting to climate change”.
- Policy 2.1.4: “Facilitate an appropriate mix and intensity of land uses in designated centres and corridors to support enhanced transit service provision”.
- Policy 5.1.8: “Consider, where appropriate, reducing vehicle parking requirements for new developments in centres and corridors well served by transit to encourage alternate modes of transportation and increase housing affordability”.
- Policy 7.1.4: “Encourage and facilitate a wide range of multi-family housing sizes, including units suitable for families with an appropriate number of bedrooms, and smaller apartment units”.
- Policy 7.1.5: “Require accessibility features in new multifamily developments where feasible and appropriate”.
- Policy 10.1.1: “Promote the development of green/energy-efficient buildings for new multifamily residential buildings”.

Targeted Official Community Plan Review Action Plan

The project has been reviewed against the Targeted Official Community Plan Review Action Plan (Action Plan) and addresses the following “Priority Actions”:

Priority Action #3: *Prioritize rental, social, and supportive housing projects to increase the range of housing options.*

The project proposes 31 market rental units, 50% of all units proposed.



Priority Action #5: *Increase housing diversity to support a range of incomes, household types, and accessibility needs within and close to Town and Village Centres.*

The project includes a range of housing options such as strata and market rental apartments in one, two, and three-bedroom unit layouts, and units that meet either "Basic" or "Enhanced" levels of accessibility.

Priority Action #8: *Reduce greenhouse gas emissions from buildings, transportation, and waste to address the climate emergency.*

The project is targeting Step 3 of the BC Energy Step Code with a low carbon energy system, and a fossil fuel-free building operation that will be entirely electrically powered.

Lower Capilano Local Plan

The site is located outside of a designated town and village centre but within the Lower Capilano / Marine Drive Frequent Transit Development Area. The proposal has been guided by and reviewed against the Lower Capilano Local Plan and Marine Drive Design Guidelines and fulfils stated objectives including:

- Improving the pedestrian environment;
- Encouraging the provision of a range of housing types and tenures;
- Reducing dependency on private automobiles; and
- Ensuring new development is compatible with existing neighbourhood character.

The Lower Capilano Local Plan designates the site for "Low Rise Apartment (R-LR)". This designation supports "low-rise (four-storey maximum) apartments at densities of 140 units per hectare (55 units per acre) or less." This equals approximately 40 units for the site. While the proposal is consistent with the use, building form, and heights outlined in the Lower Capilano Local Plan, it does exceed the permitted units per hectare. The proposal is however, consistent with the OCP designation of "Residential Level 5" (RES5) which envisions low-rise apartments at a density up to approximately 1.75 FSR and sets no cap on the permitted number of units per hectare.

The proposal is consistent in scale and density with recently-approved development close to the site. These include a four-storey residential / commercial building at 1273 Marine Drive, and a four-storey residential building at 1060 Churchill Crescent, both of which were developed on sites allowing for up to 1.75 FSR.

Zoning

The subject properties are zoned "Single-Family Residential 6000" Zone (RS4). Rezoning to a new comprehensive development (CD) zone is required to accommodate the proposal. Bylaw 8459 proposes to create Comprehensive Development Zone 131 (CD131) tailored specifically to this proposal that would prescribe permitted uses and zoning provisions such as a maximum density, building heights, setbacks, and parking.

PROPOSAL

Project Description

The proposal is for the creation of two, four-storey buildings over one level of underground parking. It includes 31 strata and 31 market rental units as shown below:

Unit Type	Strata	Market Rental	Total
One-bedroom	9	9	18
Two-Bedroom	16	16	32
Three-Bedroom	6	6	12
Total	31	31	62

Approximately 71% of the units proposed are two and three bedroom units considered appropriate for families, with 50% of these units provided as market rental. The inclusion of 18 one-bedroom units ensures a range of housing choices are provided to support different housing needs close to a frequent transit network (FTN).

The unit layouts in both the strata and market rental buildings are almost identical. Unit sizes range across both buildings as shown below:

Unit Type	Unit Sizes
One-Bedroom	53 m ² (571 sq. ft.) to 65 m ² (698 sq. ft.)
Two-Bedroom	72 m ² (777 sq. ft.) to 78 m ² (839 sq. ft.)
Three-Bedroom	88 m ² (952 sq. ft.) to 89 m ² (953 sq. ft.)

The proposal includes a single-storey connection between the two four-storey buildings. This connection creates a legible residential entrance, and accommodates amenity space, garbage storage, and the underground parkade ramp.

Two amenity rooms and one exterior shared play area are proposed on the ground-floor fronting West 16th Street. Each building also has a common roof terrace served by an elevator, ensuring step-free access. Communal amenity space is augmented by private terraces and balconies for each of the dwelling units.



Access to underground parking is via a ramp from the existing lane to the north. In addition to resident parking, the underground parkade provides visitor parking, and bike storage and repair areas. Three surface car share spaces are provided to the rear of the site and are accessed from the lane.



The proposal includes the widening of the existing cul-de-sac bulb on West 16th Street, pavement, boulevard, and utility upgrades, and landscape enhancements on all site frontages. Street trees are proposed along the West 16th Street frontage.

Rental and Affordable Housing

The proposal addresses a number of the "Rental and Affordable Housing Strategy" (RAHS) goals as shown below:

- Goal 1: Expand the supply and diversity of housing

In accordance with Goal 1 of the RAHS, the proposal will provide a range of multi-family housing choices to support different housing needs. These include:

- 44 family-sized two and three-bedroom strata and market rental units (71% of the proposed units); and
- 18 one-bedroom strata and market rental units.

- Goal 2: Expand the supply of new rental and affordable housing

In accordance with Goal 2 of the RAHS, the proposal will provide:

- 31 market rental units and 31 strata units (with no restrictions on the rental of strata units to be secured via a Housing Agreement);
- The expansion of rental housing close to transit and within walking distance of community services, retail, and employment uses;
- A range of unit sizes including 44 family-sized two and three-bedroom units; and
- Reduced parking rates to lower construction costs and encourage alternative transportation approaches.

- Goal 5: Minimizing impacts to tenants

In accordance with Goal 5 of the RAHS, the proposal would provide residential tenant relocation assistance to existing rental tenants in compliance with the District's "Residential Tenant Relocation Assistance Policy."

The applicant will also be providing a Community Amenity Contribution (CAC) which could be used towards other affordable housing objectives in accordance with the RAHS.

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 that contain more than four rental dwelling units at the time of detailed application submission. The policy was amended in March 2018 as the previous policy only applied to purpose-built rental units.

The site comprises six single-storey houses, with all six currently tenanted. While this application was submitted prior to the adoption of the amended RTRAP, the applicant has agreed to provide a tenant relocation assistance package for current tenants.

The proposed tenant relocation package includes the following:

- Tenants to be provided four months advance notice to vacate;
- Compensation of \$2,000 for long-term tenants and \$1,000 for short-term;
- Three rental units and three strata units will be set aside in the new development for existing tenants at a discounted rate of 10%;
- Owner will manage the cancellation of utilities; and
- An in-house Tenant Relocation Co-ordinator will assist tenants in finding suitable accommodation.

The applicant has confirmed that of the existing tenants, four will be provided assistance by the Tenant Relocation Co-ordinator to find suitable alternative accommodation, one has expressed an interest in a rental unit within the proposed development, and one is moving out of the Lower Mainland. The tenant relocation package will be secured within the Development Covenant.

Strata Rental Protection Policy

The District's "Strata Rental Protection Policy" applies to this proposal as it involves development of more than five residential units. The policy requires a Housing Agreement to ensure that future strata bylaws do not prevent owners from renting their units. Bylaw 8461 authorizes a Housing Agreement to implement this policy.

Development Permit Areas

The site is in the following Development Permit Areas (DPA):

- Form and Character of Commercial, Industrial and Multi-Family Development; and
- Energy and Water Conservation and Greenhouse Gas Emission Reduction.

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

The proposal is consistent with the OCP Design Guidelines for Multi-Family Housing with examples of conformity including:

- B2.6: Building Setback to the Street: Exceeds the required 4m (13 ft.) setback from curb, allowing for a new boulevard, street trees, and landscaping.
- B3.2: Scale: Designed to respect the building height of the adjacent Zajac Norgate House, and reinforce the street's low-density residential character.
- B3.15: Balconies: Designed to include recessed balconies.
- B3.19: Rooftops: Maximizes amenity space through private terraces and balconies, and a communal roof garden on both buildings. Elevator penthouses have been sited in the middle of the roof to limit their visibility.

Advisory Design Panel

The application was considered by the Advisory Design Panel (ADP) on November 9, 2017 with the Panel recommending approval of the proposal subject to resolution of the Panel's comments. The applicant has addressed the Panel's comments on accessibility, material palette, and the elevator penthouse design.

Further details outlining the proposal's compliance with the highlighted Form and Character Guidelines will be provided for Council's consideration at the Development Permit stage should the rezoning proceed.

b) Energy and Water Conservation and GHG Emission Reduction

As designed, the proposal is consistent with the OCP Guidelines for Energy and Water Conservation and Greenhouse Gas Emission Reduction.

On December 7, 2020 Council approved a low carbon approach to the District of North Vancouver's implementation of the BC Energy Step Code. The new approach includes a two-tiered system that requires all new Part 3 residential development to meet either Step 4, or Step 3 with a low carbon energy system (LCES). A LCES uses low carbon energy sources to provide heating, cooling, and hot water for a building, and has a total modelled greenhouse gas intensity of no more than 3kg CO₂e/m²/yr.

SUBJECT: Bylaws 8459, 8460, and 8461: Rezoning and Housing Agreements for a Residential Development at 1210-1260 West 16th Street

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The applicant has considered the District's low carbon approach to Step Code implementation, the District's Community Energy and Emissions Plan (CEEP), and Council's declaration of a climate emergency. In response, the applicant has proposed green building measures that will exceed Step Code 3 and provide a LCES. The following measures are aimed at delivering energy efficiency and carbon reduction across the life-cycle of the development:

- A fossil fuel-free building operation that will be entirely electrically powered;
- Centralized domestic hot water production that uses heat pump technology with a coefficient of performance (COP) of 4;
- All units will be served by high-performance heat recovery ventilation (HRV) and electric heating;
- Low water flow rate fixtures and an efficient irrigation system;
- Building design to accommodate future photovoltaic solar panels;
- Low volatile organic compound (VOC) finishes; and
- A Construction Management Plan with LEED practices to minimize waste.

Other sustainable components of the proposal include:

- Bicycle storage;
- Electric vehicle charging;
- Stormwater management; and
- Comprehensive site landscaping plan including new street trees.

Further details outlining the proposal's compliance with the Energy and Water Conservation and Greenhouse Gas Emission Reduction Guidelines will be provided for Council's consideration at the Development Permit stage should the rezoning proceed.

Accessibility

The District's "Accessible Design Policy for Multi-Family Housing" states that 100% of the units within multi-family apartments are required to meet the 'Basic Accessible Design' criteria, with a minimum of 5% of those units designed to meet the 'Enhanced Accessible Design' criteria.

100% of the proposed units (62) will meet the 'Basic Accessible Design' criteria, with 6.5% of the units (4) designed to meet the 'Enhanced Accessible Design' criteria in accordance with the District policy. The enhanced accessible units are split evenly across strata and rental buildings (two in each).

SUBJECT: Bylaws 8459, 8460, and 8461: Rezoning and Housing Agreements for a Residential Development at 1210-1260 West 16th Street

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Vehicle Parking

The proposed parking layout has considered Council's input, the conclusions of the applicant's traffic analysis, and public comments regarding parking pressures around the site. It has also responded to Section 5.1.8 of the District's OCP which supports parking reductions for new developments in centres well-served by transit, as a way to encourage alternate modes of transportation and increase housing affordability.

A single-level underground parking garage accessed via the lane to the north of the site is proposed. The proposal includes a total of 79 parking spaces (1.27 space per unit including visitor and car share parking) as summarized below:

	Unit #	Resident Parking	Parking Ratio
Strata	31	39	1.26 spaces per unit
Market Rental	31	31	1 space per unit
Total	62	70	1.13 spaces per unit

	Unit #	Shared Visitor Parking	Parking Ratio
Strata	31	6	0.1 spaces per unit
Market Rental	31		
Total	62		

	Unit #	Car Share Parking
Strata	31	3
Market Rental	31	
Total	62	

The 79 parking spaces proposed is a reduction from the 85 parking spaces submitted as part of the original proposal for the site, and a reduction of one space from the 80 parking spaces Council reviewed at the early input stage. The changes respond to Council's direction to explore parking reductions given the site's proximity to the frequent transit network on Marine Drive, and to improve the proposal's transportation demand management measures.

The District's "Alternative Vehicle Parking Rates" Policy would require 71 parking spaces (1.15 spaces per unit including visitor parking), eight fewer than proposed, while Part 10 of the District's Zoning Bylaw would require 107 parking spaces (1.73 spaces per unit including visitor parking), 28 parking spaces more than provided.

The following Transportation Demand Management (TDM) measures are proposed in support of the proposed parking rate:

- Three car share parking spaces, with memberships provided at occupancy;
- Unbundled parking for both the strata and rental units;
- Real-time transit info (display screen/computer in lobby); and
- Six shared bicycles and two bicycle repair workspaces.

In accordance with the "Accessible Design Policy for Multi-Family Housing", a total of six accessible parking spaces are provided, with two spaces provided each for the strata and market rental buildings, and two in the visitor parking area.

The proposal complies with the "Electric Vehicle Charging Infrastructure Policy" which requires that 100% of the resident parking spaces proposed feature energized outlets capable of providing "Level 2" charging.

Bicycle Parking and Storage

The proposal includes a total of 134 bicycle parking spaces (2.16 including visitor and shared bicycle parking) as shown below:

	Unit #	Class 1	Class 2	Total
Strata	31	58	6	64
Market Rental	31	58	6	64
Total	62	116	12	128

	Unit #	Shared Bicycle Parking
Strata	31	6
Market Rental	31	
Total	62	

All resident (Class 1) bicycle parking is provided within the underground parkade in secure storage areas. The two large storage areas include "Level 1" electric charging outlets and bicycle repair stations in accordance with the District's "Bicycle Parking and End-of-Trip Facilities" Policy. Visitor (Class 2) bicycle parking is provided adjacent to the play area fronting West 16th Street.

The proposal exceeds the requirements of both the District's Zoning Bylaw and the "Bicycle Parking and End-of-Trip Facilities" Policy, thereby supporting the objectives of the OCP in promoting alternative modes of transportation for residents, particularly in corridors well served by transit.

Landscaping

A landscape plan has been submitted which shows extensive planting around the edges of the site, and new boulevard and street tree planting along West 16th Street.



Landscape plan

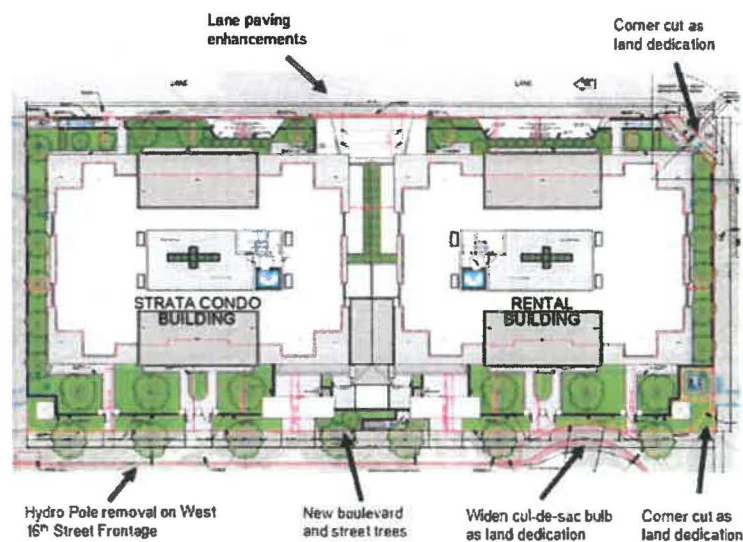
The proposed landscaping reinforces the street's residential character and provides a green defensible space between ground-oriented units and the public realm.

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

Off-site improvements

The proposal includes:

- Storm drainage improvements;
- Removal of overhead electrical lines along West 16th Street;
- Installation of an underground duct bank for future removal of poles and overhead lines as the lane to the north is re-developed;
- Lane and street paving; and
- Boulevard and street trees.



Proposed off-site works and dedications

The proposal also includes the following land dedications:

- Corner cut at north-east of the site for service vehicle turning radii, and at the south-east to address any future road connection to Pemberton Avenue; and
- Widening of the street's existing cul-de-sac bulb to enable adequate access for service and emergency vehicles.

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The estimated value of off-site works (engineering and landscaping) is approximately \$599,853. The full scope (and value) of required off-site construction will be determined through detailed design work at the building permit stage.

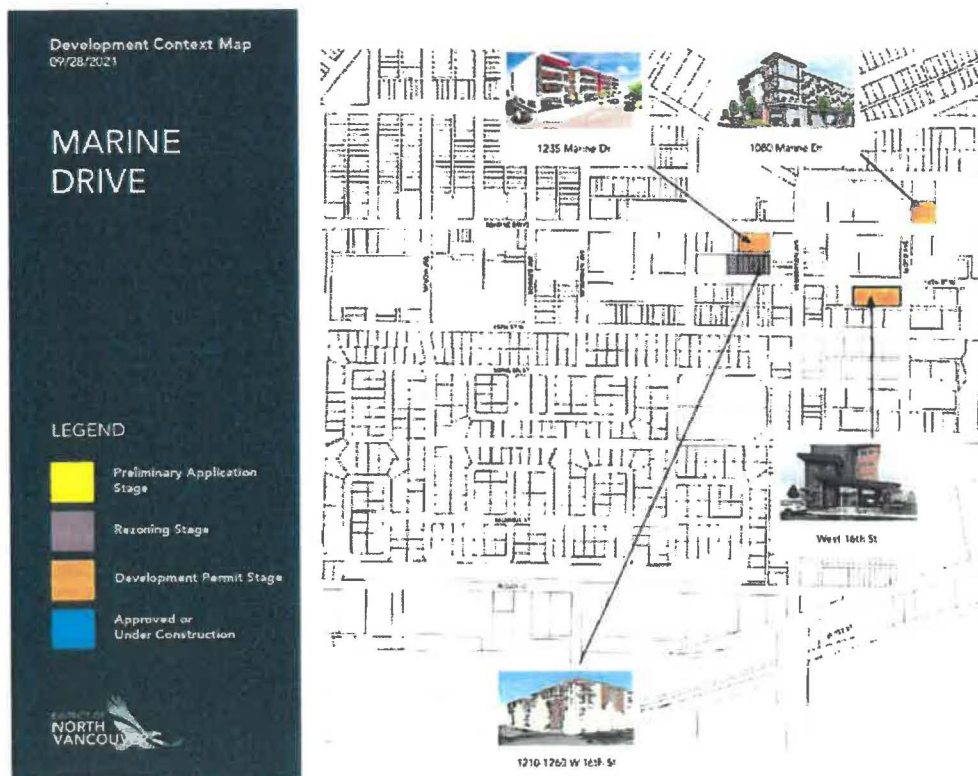
Should the rezoning be successful, the proposal will pay Development Cost Charges (DCCs) at the applicable rate at the date of building permit submission. The District's DCCs are estimated at \$495,200 (based on 2021 rates).

Community Amenity Contribution (CAC)

The District's "Community Amenity Contribution Policy" outlines contribution expectations for rezoning applications which result in an increase in density. A CAC of \$1,002,795 is included in the proposed CD131 Zone. It is anticipated that the CAC's from this development will be directed toward the affordable housing fund, park and trail improvements, public art, or other public realm infrastructure improvements.

Construction Traffic Management Plan:

The map below shows the proposal in relation to nearby approved and potential construction projects. To reduce the impact of development on pedestrian and vehicular movements, the applicant submitted a draft Construction Traffic Management Plan (CTMP). A final CTMP will be required as a condition of a Development Permit.



The final CTMP must:

1. Provide safe passage for pedestrians, cyclists, and vehicle traffic;
2. Outline roadway efficiencies (i.e. siting 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 schedules with nearby developments;
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.

Concurrence:

The proposal has been reviewed by staff from the following departments: Building and Permit, Community Planning, Engineering, Environment, Fire, Legal, Parks, Public Art, Transportation, and Urban Design.

Public Input

The applicant held a facilitated Public Information Meeting (PIM) on November 29, 2017 that was attended by approximately 11 members of the public. Notices were distributed to neighbours in accordance with the District's "Non-Statutory Public Consultation Policy for Development Applications." A notice of development sign was placed on the property, and two consecutive advertisements were placed in the North Shore News. A webpage was established for this proposal on the District's website. The PIM facilitator's report is attached as **Attachment 5**.

In general, support was expressed for the proposal with comments noting that the area is growing and changing. Support was also expressed for the removal of the large trees on-site, with their removal allowing for more daylight into neighbouring properties.

Some concerns were raised about the lack of on-street parking capacity, the potential for future traffic and parking congestion, and the general disturbance caused by construction. Other concerns related to the use of the lane to the north of the site as the main vehicular access for the site.

Implementation

Implementation of this proposal will require a rezoning, two Housing Agreements, the issuance of a development permit, and registration of legal agreements.

Bylaw 8459 (**Attachment 1**) rezones the subject site from "Single-Family Residential 6000 Zone" (RS4) to a new "Comprehensive Development Zone 131" (CD131) which:

- establishes the permitted residential uses;
- allows home occupations as an accessory use;
- establishes the maximum permitted floor area on the site;
- establishes setback and building height regulations;
- establishes parking regulations specific to this proposal; and
- Secures the applicable Community Amenity Contribution (CAC).

Bylaw 8460, (**Attachment 2**) authorizes the District to enter into a Housing Agreement to secure the rental units in perpetuity.

Bylaw 8461, (**Attachment 3**) authorizes the District to enter into a Housing Agreement prohibiting any strata bylaw or regulation establishing rental restrictions on the units.

A legal framework will be required to support the proposal. A Development Covenant will be used to secure items such as the details of off-site servicing, accessible design features, and electric vehicle charging.

Additional legal documents required for the proposal will include:

- Subdivision (Consolidation) plan showing land dedications;
- Stormwater management covenant; and
- Registration of Housing Agreements.

CONCLUSION:

This proposal assists in implementing the objectives of the District's Official Community Plan (OCP), the OCP Action Plan, and the Community Energy and Emissions Plan (CEEP). The rezoning is now ready for Council's consideration.

Options:

The following options are available for Council's consideration:

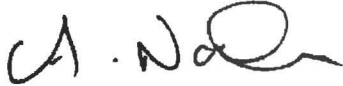
1. Introduce Bylaws 8459, 8460, and 8461 and refer Bylaw 8459 to a Public Hearing (staff recommendation); or
2. Give the bylaws no readings; or
3. Return the bylaws to staff.

SUBJECT: Bylaws 8459, 8460, and 8461: Rezoning and Housing Agreements for
a Residential Development at 1210-1260 West 16th Street

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Respectfully submitted,

A handwritten signature in black ink, appearing to read 'A. Norton', with a stylized flourish at the end.

Andrew Norton
Development Planner

Attachments:

1. Bylaw 8459 – Rezoning
2. Bylaw 8460 – Housing Agreement (Rental Units in Perpetuity)
3. Bylaw 8461 – Housing Agreement (No Rental Restrictions except short-term)
4. Architectural and Landscape Plans
5. Facilitator Report from Public Information Meeting

SUBJECT: Bylaws 8459, 8460, and 8461: Rezoning and Housing Agreements for
a Residential Development at 1210-1260 West 16th Street

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REVIEWED WITH:		
<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 type="checkbox"/> Planning _____	

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The Corporation of the District of North Vancouver**Bylaw 8459**

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

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

1. Citation

This bylaw may be cited as "District of North Vancouver Rezoning Bylaw 1403 (Bylaw 8459)".

2. Amendments

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

(a) Part 2A, Definitions is amended by adding CD131 to the list of zones that Part 2A applies to.

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

"Comprehensive Development Zone 131 CD131"

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

"4B131 Comprehensive Development Zone 131 CD131

The CD131 zone is applied to:

- i) Lot 22 Block 53 District Lot 552 Plan 4680 (PID: 009-035-354);
- ii) Lot 23 Block 53 District Lot 552 Plan 4680 (PID: 009-035-371);
- iii) Lot 24 Block 53 District Lot 552 Plan 4680 (PID: 009-035-486);
- iv) Lot 25 Block 53 District Lot 552 Plan 4680 (PID: 009-035-508);
- v) Lot 26 Block 53 District Lot 552 Plan 4680 (PID: 011-419-539);
- vi) Lot 27 Block 53 District Lot 552 Plan 4680 (PID: 011-419-547); and
- vii) Lot C Block 53 District Lot 552 Plan 4680 (PID: 011-419-628).

4B 131 – 1 Intent

The purpose of the CD131 Zone is to permit a multi-family strata and rental residential development.

4B 131 – 2 Permitted Uses

The following *principal uses* shall be permitted in the CD131 Zone:

a) Uses Permitted without Conditions:

Not applicable

b) Conditional Uses:

Residential Use

4B 131 – 3 Conditions of Use

a) *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;
- ii) Balcony, patio, play area and deck enclosures, and rooftop trellises are not permitted; and

4B 131 – 4 Accessory Use

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

b) *Home occupations* are permitted in *residential* units.

4B 131 – 5 Density

a) The maximum permitted density in the CD131 Zone is limited to a floor space ratio (FSR) of 0.45 and 7 *residential* units.

b) For the purpose of calculating *gross floor area*, the following are exempted:

- i) Any floor area below finished grade;
- ii) Amenity rooms to a maximum of 140 m² (1,506.9 sq. ft.);
- iii) Garbage / recycling rooms to a maximum of 60 m² (645.8 sq. ft.);
- iv) Access to common roof terraces to a maximum of 65 m² (699.6 sq. ft.)
- v) Common roof terraces; and
- vi) Balconies and covered patios.

c) For the purposes of calculating FSR, the lot area is deemed to be 2,944.2 m² (31,691 sq. ft.) being the site size at the time of rezoning.

4B 131 – 6 Amenities

- a) Despite Subsection 4B131 – 5, permitted density in the CD131 Zone is increased to a maximum of 5,152.3 m² (55,459 sq. ft.) *gross floor area* and a maximum of 62 *residential* units, if the owner:
- i) Contributes \$1,002,795 to the municipality to be used for any or all of the following amenities (with allocation and timing of expenditure to be determined by the municipality in its sole discretion):
- a. The Affordable Housing Fund;
 - b. Park, trail, environmental, plaza, or other public realm improvements;
 - c. Municipal or recreational service facility, or facility improvements; and/or
 - d. Public art and other beautification projects.
- ii) Enters into a Housing Agreement securing rental units in perpetuity.
- iii) Enters into a Housing Agreement prohibiting any strata bylaw or regulation establishing rental restrictions on the strata units.

4B 131 – 7 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, projecting balconies, overhangs, architectural elements and awnings, all to a maximum depth of 2.5 m (8.2 ft.), as established by the development permit and in accordance with the following regulations, but in no case may the setback to a balcony face be less than 2.5 m (8.2 ft.):

Setback	Building (Minimum Setback)
North (Lane)	5.0 m (16.4 ft.)
East (Lane)	2.9 m (9.5 ft.)
South (West 16 th Street)	6.9 m (22.6 ft.)
West (Existing multi-family residential)	2.9 m (9.5 ft.)

- b) Decks, patios, and external play areas are excluded from the setback requirements.

4B 131 – 8 Height

The maximum permitted height for a multi-family apartment building shall be:

- a) 14 m (45.9 ft.) to the roof parapet.

- b) Any roof access stair or elevator penthouse up to a height of 3 m (9.8 ft.), above a roof parapet, shall be exempted.

4B 131 – 9 Coverage

- a) Building Coverage: The maximum building coverage is 65%
- b) Site Coverage: The maximum site coverage is 70%

4B 131 – 10 Landscaping and Storm Water Management

- a) All land areas not occupied by buildings and patios shall be landscaped in accordance with a landscape plan approved by the District of North Vancouver.
- b) All utility boxes, vents or pumps, or any solid waste facility (with the exception of temporary at-grade staging areas) or loading areas that are not located underground and / or within a building, shall be screened with landscaping or fencing, or a combination thereof, in accordance with a landscape plan approved by the District of North Vancouver.

4B 131 – 11 Parking, Loading and Servicing Regulations

- a) Parking is required as follows:

Use	Parking Requirement
Strata Residential	Minimum of 1.22 spaces per unit
Rental Residential	Minimum of 0.96 spaces per unit
Visitor	Minimum of 0.09 spaces per unit
Car Share	Minimum of 3 spaces
Accessible (within required total)	Minimum of: 2 spaces for strata building 2 spaces for rental building 2 spaces in visitor parking area

- b) Bicycle Parking is required as follows:

Use	Bicycle Parking Requirement
Strata Residential	Minimum of: 1.87 spaces per unit (Resident: Class 1) 0.19 spaces per unit (Visitor: Class 2)
Rental Residential	Minimum of: 1.87 spaces per unit (Resident: Class 1) 0.19 spaces per unit (Visitor: Class 2)
Bike Share	Minimum of 6 spaces

- c) Except as specifically provided in 4B131 – 11 (a) and (b), parking shall be provided in accordance with Part 10 of this Bylaw."
- (d) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from Single-Family Residential 6000 Zone (RS4) to Comprehensive Development Zone 131 (CD131).

READ a first time

PUBLIC HEARING held

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

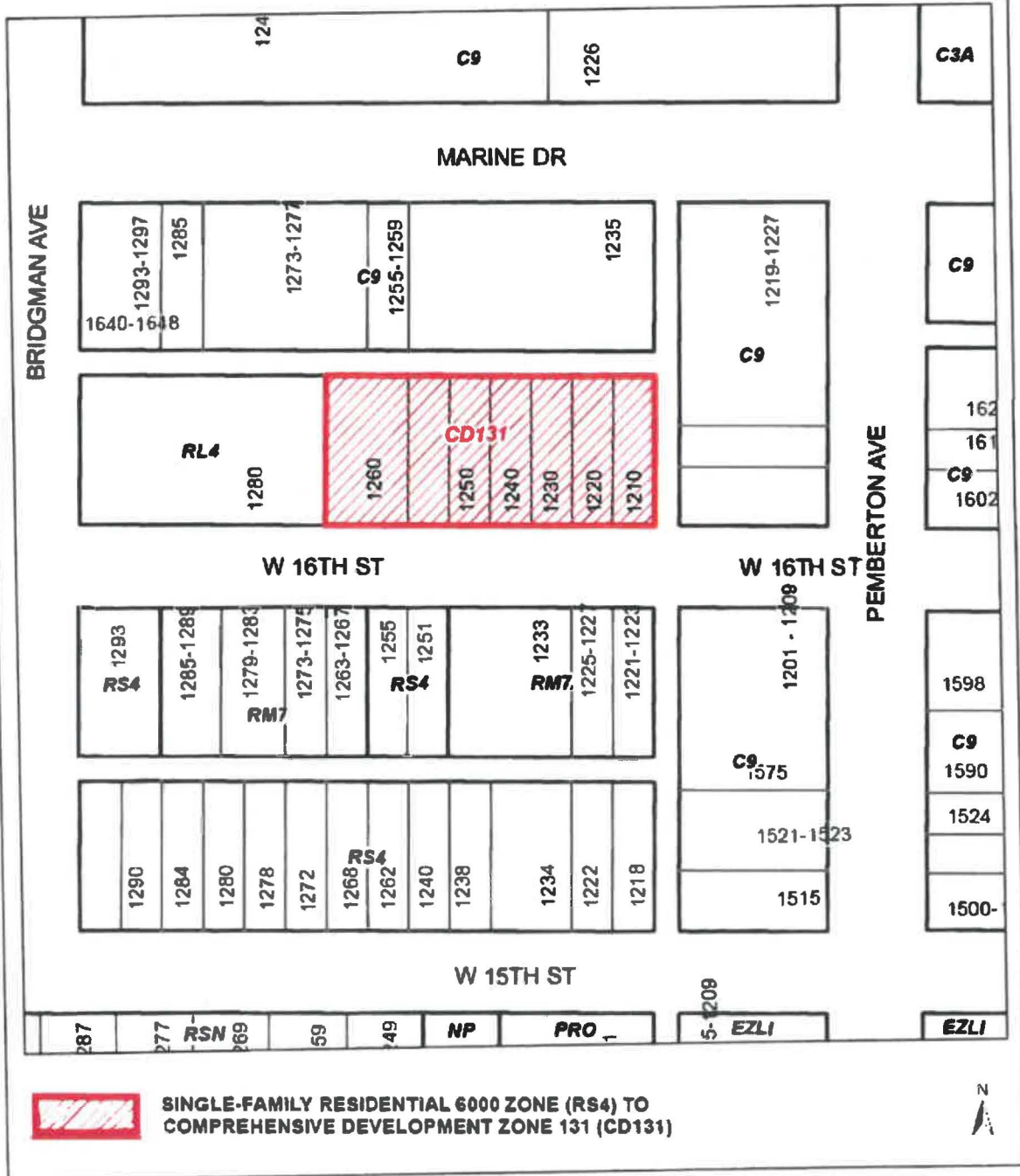
Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8459

BYLAW 8459

District of North Vancouver Rezoning Bylaw 1402 (Bylaw 8459)



The Corporation of the District of North Vancouver**Bylaw 8460****A bylaw to enter into a Housing Agreement**

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

1. Citation

This bylaw may be cited as "Housing Agreement Bylaw 8460, 2020 (West 16th Street – Market Housing)".

2. Authorization to Enter into Agreement

The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Horst Dammholz Realty Ltd. substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands:

- a) PID 009-035-354 Lot 22 BI 53 DL 552 Plan 4680
- b) PID 009-035-371 Lot 23 BI 53 DL 552 Plan 4680
- c) PID 009-035-486 Lot 24 BI 53 DL 552 Plan 4680
- d) PID 009-035-508 Lot 25 BI 53 DL 552 Plan 4680
- e) PID 011-419-539 Lot 26 BI 53 DL 552 Plan 4680
- f) PID 011-419-547 Lot 27 BI 53 DL 552 Plan 4680.
- g) PID 011-419-628 Lot C BI 53 DL 552 Plan 4680

3. Execution of Documents

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

READ a first time

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8460

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

THIS AGREEMENT dated for reference _____, 2021

BETWEEN:

HORST DAMMHOLZ REALTY LTD. (Incorporation No. BC1276941) a corporation incorporated under the laws of the Province of British Columbia with an office at

("Dammholz")

AND:

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

(the "District")

WHEREAS:

1. Dammholz 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 "Lands");
2. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the District in respect of the use of land, construction on land or the subdivisions of land;
3. Section 905 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 Lands; and
4. Dammholz and the District wish to enter into this Agreement to restrict the subdivision and use of, and construction on, the Lands 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 905 of the *Local Government Act*.

NOW THEREFORE in consideration of the sum of \$10.00 now paid by the District to Dammholz 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) “*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);
- (b) “*Development Covenant*” means the section 219 covenant registered in favour of the District against title to the Lands under No. _____;
- (c) “*Director*” means the District’s General Manager of Planning, Permits and Properties and his or her designate;
- (d) “*Dwelling Unit*” means a room or set of rooms containing cooking and sanitary facilities and designed to be used for residential occupancy by one or more persons;
- (e) “*Lands*” has the meaning given to it in Recital A hereto;
- (f) “*LTO*” means the Lower Mainland Land Title Office and any successor of that office.
- (g) “*Market Rental Units*” means all of the Dwelling Units in the Rental Building which are not Affordable Rental Units, and “*Market Rental Unit*” means one of the Market Rental Units;
- (h) “*Master Development Plan*” has the meaning given to it in the Development Covenant;
- (i) “*Owner*” means Dammholz 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;
- (j) “*Rental Building*” means the 4 storey apartment building containing the Rental Dwelling Units constructed or to be constructed on the Rental Building Remainder Parcel generally as shown on the Master Development Plan;
- (k) “*Rental Building Remainder Parcel*” means the remainder parcel created by the air space subdivision of the Lands generally as shown on the sketch plan attached hereto as Schedule “A” containing, *inter alia*, the Rental Building;
- (l) “*Rental Dwelling Units*” means at least 31 Dwelling Units in the Rental Building comprising 9 one-bedroom Dwelling Units, 16 two-bedroom Dwelling Units and 6 three-bedroom Dwelling Units, all satisfying the criteria and requirements set out in the Development Covenant; and

- (m) *"Subdivided"* means the division of land into two or more parcels by any means, including by deposit of an air space subdivision plan or other subdivision plan under the *Land Title Act*, lease, or deposit of a strata plan or bare land strata plan under the *Strata Property Act* (including deposit of any phase of a phased bare land strata plan).
- 2. **Rental Building** – The Rental Building must contain the Rental Dwelling Units.
- 3. **Use of Rental Dwelling Units** – The Rental Building and the Rental Dwelling Units may not be used for any purpose whatsoever save and except for the purpose of rental housing pursuant to arm's length month-to-month residential tenancy agreements or arm's length residential tenancy agreement with terms not exceeding three years in duration (including all periods in respect of which any rights or renewal, contingent or otherwise have been granted).
- 4. **Partial Discharge** – At the request of the Owner and at the Owner's sole expense, the District will deliver to the Owner discharge(s) in registrable form discharging this Agreement from all of the Lands other than the Rental Building Remainder Parcel, provided that:
 - (a) the air space subdivision creating the Rental Building Remainder Parcel is deposited and fully registered at the LTO;
 - (b) the Director is satisfied that the Owner has met all of its obligations under all provisions of the Development Covenant that relate to the Rental Dwelling Units the Rental Building, or the Rental Building Remainder Parcel, and has obtained occupancy permits for the Rental Building and all Dwelling Units located therein; and
 - (c) this Section 219 Covenant and Rent Charge – Housing Agreement remains registered at the LTO against title to the Rental Building Remainder Parcel in favour of the District in priority to all financial charges.
- 5. **No Subdivision** – The Rental Building Remainder Parcel, once created, and any improvements from time to time thereon (including without limitation the Rental Building) may not be subdivided by any means whatsoever, including, without limitation, by subdivision plan, strata plan, fractional interest, lease or otherwise.
- 8. **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 Lands are 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 8(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 8(a) is due and payable to the District in accordance with subsection 8(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.

9. **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 Lands in accordance with this Agreement.

10. **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 Lands in perpetuity.

11. **Compliance with Laws** – The Owner will at times ensure that the Lands are 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.

12. **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 and the District in respect of the development of the Lands 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.

13. **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.

14. **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 "Lands" 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.

15. **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:

Attention:

- (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
 Email:

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.

16. **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.
17. **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.
18. **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.
19. **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.
20. **Binding Effect** – This Agreement endures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, trustees, receivers and successors (including successors in title).
21. **Covenant Runs With the Lands** - 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 Lands to the extent provided in this Agreement, and runs with them and binds the Owner's

successors in title. This Agreement also burdens and runs with every parcel into which the Lands are consolidated (including by the removal of interior parcel boundaries) by any means.

22. **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.
23. **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 Lands or the building or any portion thereof, including any Dwelling 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.
24. **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.
25. **Further Acts** - The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
26. **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.
27. **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.
28. **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.
29. **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.
30. **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" to Housing Covenant and Rent Charge

Sketch Plan of Rental Building Air Space Parcel

The Corporation of the District of North Vancouver**Bylaw 8461**

A bylaw to enter into a Housing Agreement

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

1. Citation

This bylaw may be cited as "Housing Agreement Bylaw 8461, 2020 (West 16th Street – No Rental Limit (except short term rentals))".

2. Authorization to Enter into Agreement

The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Horst Dammholz Realty Ltd. substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands:

- a) PID 009-035-354 Lot 22 BI 53 DL 552 Plan 4680
- b) PID 009-035-371 Lot 23 BI 53 DL 552 Plan 4680
- c) PID 009-035-486 Lot 24 BI 53 DL 552 Plan 4680
- d) PID 009-035-508 Lot 25 BI 53 DL 552 Plan 4680
- e) PID 011-419-539 Lot 26 BI 53 DL 552 Plan 4680
- f) PID 011-419-547 Lot 27 BI 53 DL 552 Plan 4680
- g) PID 011-419-628 Lot C BI 53 DL 552 Plan 4680

3. Execution of Documents

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

READ a first time

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8461

SECTION 219 COVENANT – HOUSING AGREEMENT

THIS AGREEMENT is dated for reference the ____ day of _____, 2021

BETWEEN:

HORST DAMMHOLZ REALTY LTD. (Inc. No. BC1276941) a corporation incorporated under the laws of the Province of British Columbia with 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 Covenant"* means the section 219 covenant registered in favour of the District against title to the Lands under No. _____;
- (b) *"Development Permit"* means development permit No. _____ issued by the District;
- (c) *"Director"* means the District's General Manager of Planning, Permits and Properties and his or her designate;
- (d) *"Lands"* means land described in Item 2 of the *Land Title Act* Form C to which this agreement is attached;
- (e) *"Owner"* means the Developer and any other person or persons registered in the 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;
- (f) *"Proposed Development"* means the proposed development containing not more than 31 residential dwelling strata Units to be constructed on the Lands in accordance with the Development Permit and the Development Covenant;
- (g) *"Short Term Rentals"* means any rental of a Unit for any period less than 30 days;
- (h) *"Strata Building Air Space Parcel"* means the air space parcel created by the air space subdivision of the Lands generally as shown on the sketch plan attached hereto as Schedule "A" containing, *inter alia*, all of the residential dwelling strata Units;
- (i) *"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*;
- (j) *"Unit"* means a residential dwelling strata unit in the Proposed Development and "Units" means all of the residential dwelling strata units in the Proposed Development; and
- (k) *"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 8461 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 Partial Discharge

At the request of the Owner and at the Owner's sole expense, the District will deliver to the Owner discharge(s) in registrable form discharging this Agreement from all of the Lands other than the Strata Building Air Space Parcel, provided that:

- (a) the air space subdivision creating the Strata Building Air Space Parcel is deposited and fully registered at the Land Title Office;
- (b) the Director is satisfied that the Owner has met all of its obligations all of its obligations under all provisions of the Development Covenant that relate to the air space subdivision to create the Strata Building Air Space Parcel, and has obtained occupancy permits for the Units located therein; and
- (c) this Section 219 Covenant – Housing Agreement remains registered at the LTO against title to the Strata Building Air Space Parcel in favour of the District in priority to all financial charges.

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 Owner:

If to the District:

District Municipal Hall
355 West Queens Road
North Vancouver, BC V7N 4N5

Attention: Planning Department

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 8461.

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 "A" to Section 219 Covenant – Housing Agreement

Sketch Plan

Sketch Plan of Rental Building Air Space Parcel

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1260 W 16th St., Suite 100, Denver, CO 80202
Tel: 303.733.1177
Fax: 303.733.1178
www.cornerstonearch.com



SOUTH (FRONT) ELEVATION

SOUTH (FRONT) ELEVATION

- 1. EXTERIOR WALLS
- 2. EXTERIOR WALLS - BRICK
- 3. EXTERIOR WALLS - BRICK
- 4. EXTERIOR WALLS - BRICK
- 5. EXTERIOR WALLS - BRICK
- 6. EXTERIOR WALLS - BRICK
- 7. EXTERIOR WALLS - BRICK
- 8. EXTERIOR WALLS - BRICK
- 9. EXTERIOR WALLS - BRICK
- 10. EXTERIOR WALLS - BRICK



NORTH (LANE) ELEVATION

NO.	DESCRIPTION	QTY	UNIT	AMOUNT
1	BRICK	1000	SQ. YD.	1000
2	BRICK	1000	SQ. YD.	1000
3	BRICK	1000	SQ. YD.	1000
4	BRICK	1000	SQ. YD.	1000
5	BRICK	1000	SQ. YD.	1000
6	BRICK	1000	SQ. YD.	1000
7	BRICK	1000	SQ. YD.	1000
8	BRICK	1000	SQ. YD.	1000
9	BRICK	1000	SQ. YD.	1000
10	BRICK	1000	SQ. YD.	1000

1260 W 16th ST.
1260 W 16th St., Suite 100, Denver, CO 80202
1260 W 16th St., Suite 100, Denver, CO 80202

NO.	DESCRIPTION	QTY	UNIT	AMOUNT
1	BRICK	1000	SQ. YD.	1000
2	BRICK	1000	SQ. YD.	1000
3	BRICK	1000	SQ. YD.	1000
4	BRICK	1000	SQ. YD.	1000
5	BRICK	1000	SQ. YD.	1000
6	BRICK	1000	SQ. YD.	1000
7	BRICK	1000	SQ. YD.	1000
8	BRICK	1000	SQ. YD.	1000
9	BRICK	1000	SQ. YD.	1000
10	BRICK	1000	SQ. YD.	1000

ATTACHMENT
f

These drawings are the property of Cornerstone Architecture. They are to be used only for the project and location specified. Any other use without the written consent of Cornerstone Architecture is strictly prohibited. The drawings are not to be used for any other purpose without the written consent of Cornerstone Architecture.

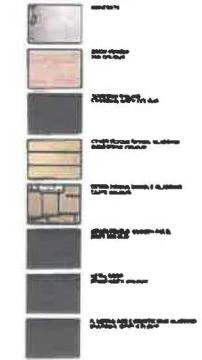


WEST ELEVATION



EAST ELEVATION

EXTERIOR COLOUR PALETTE



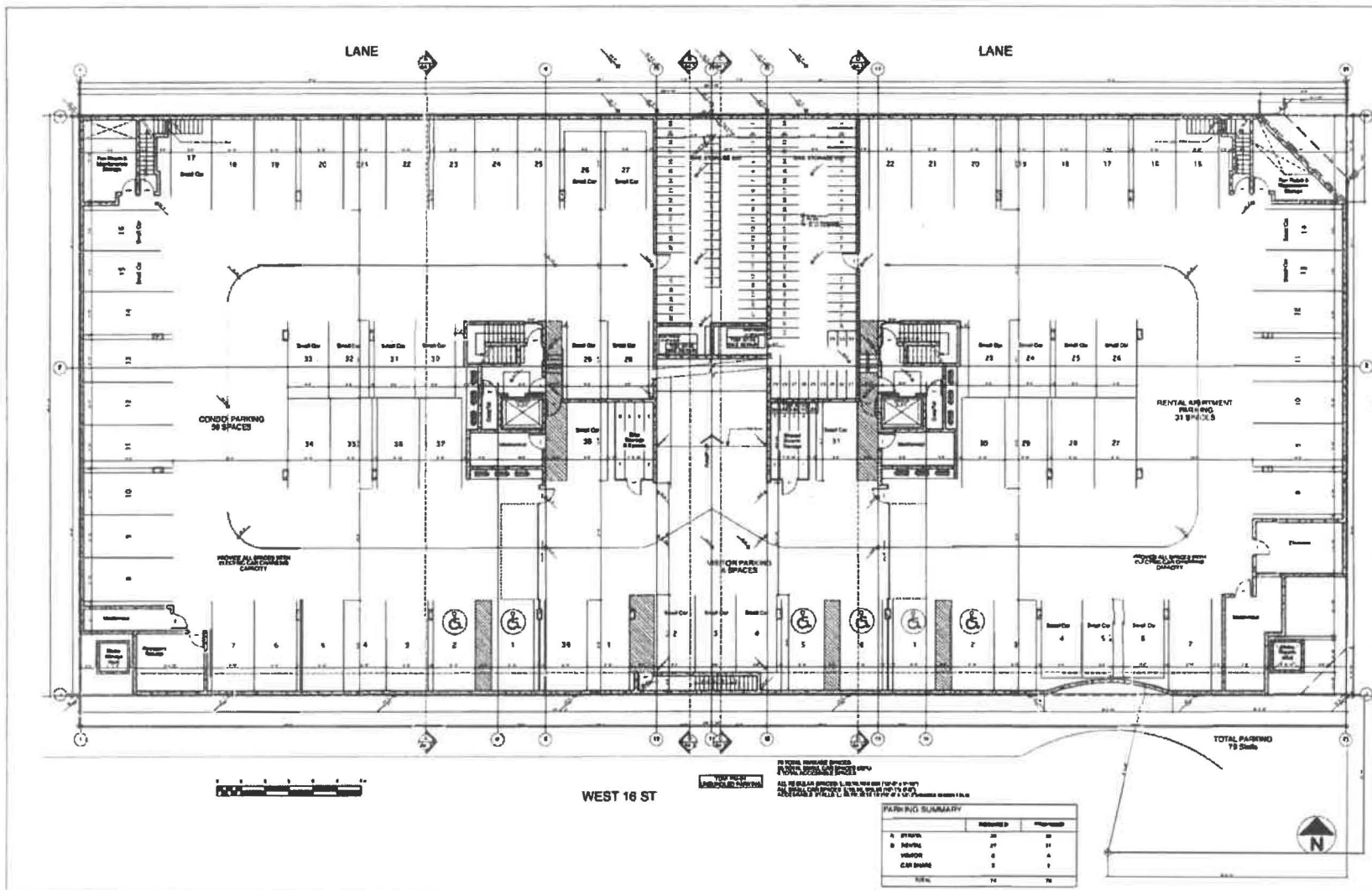
- 1. CONCRETE
- 2. WARM WHITE
- 3. DARK GREY
- 4. LIGHT GREY
- 5. DARK GREY
- 6. DARK GREY
- 7. DARK GREY
- 8. DARK GREY

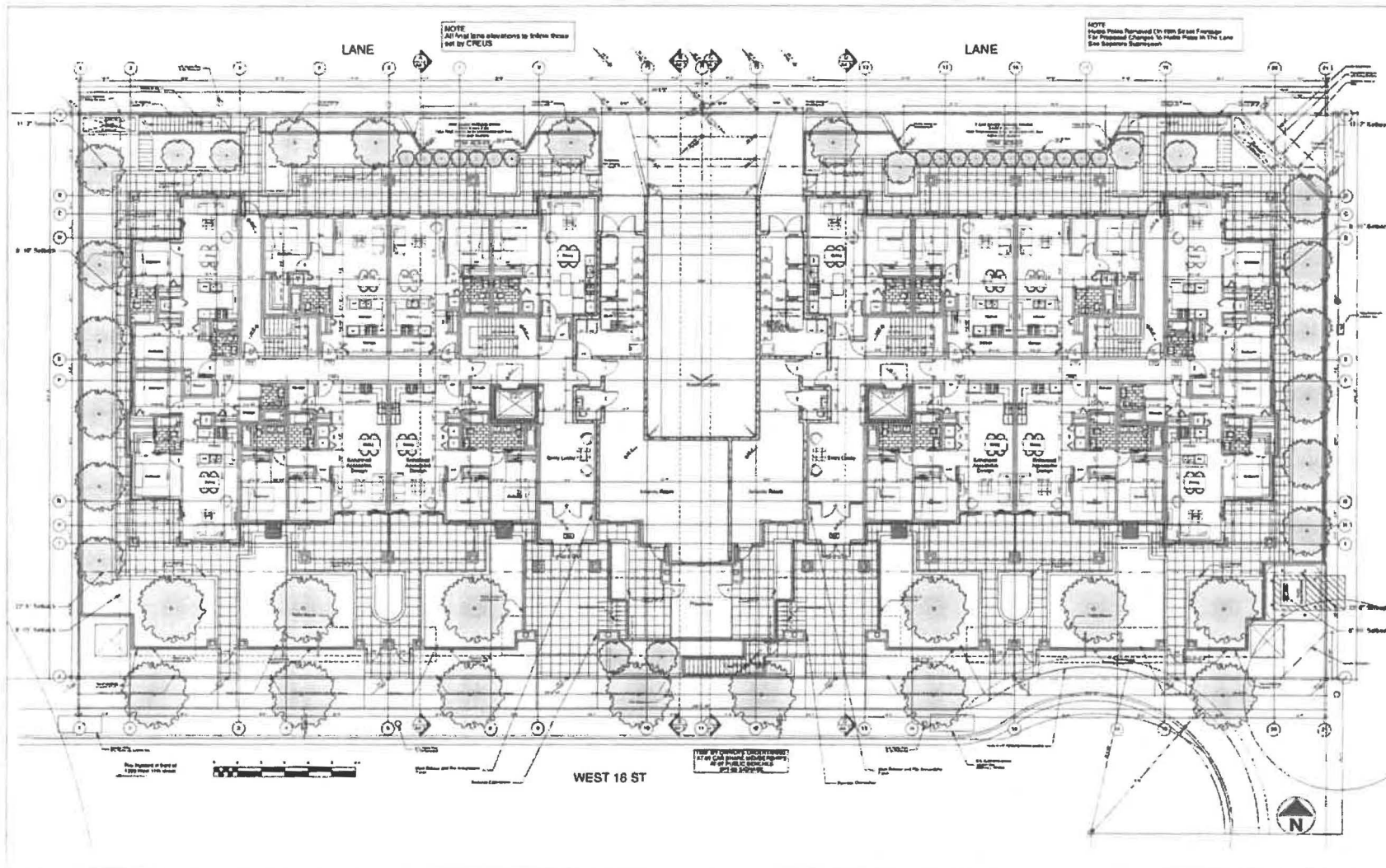
NO.	DESCRIPTION	DATE
1	Initial Design	2011-01-10
2	Revised Design	2011-01-15
3	Final Design	2011-01-20
4	Construction Documents	2011-02-01

1200 W 16 ST.
1200 W 16 St, District of North Vancouver
Low Rise Residential

EAST & WEST ELEVATIONS

DATE: 2011-01-20	BY: J.R.	CHECKED: A.W.
PROJECT: 1200 W 16 ST	SCALE: 1/8" = 1'-0"	FIGURE NO: A-4.2





NOTE:
All final floor elevations to include those
set by CREUS

NOTE:
Elevations Provided On 1998 Set and Proposed
to be Proposed Changes to Future Plans in The Lane
See Appendix B

CORNERSTONE
architects

1260 W 16 ST, 3d and 4th Floor
1260 W 16 ST, 3d and 4th Floor
1260 W 16 ST, 3d and 4th Floor

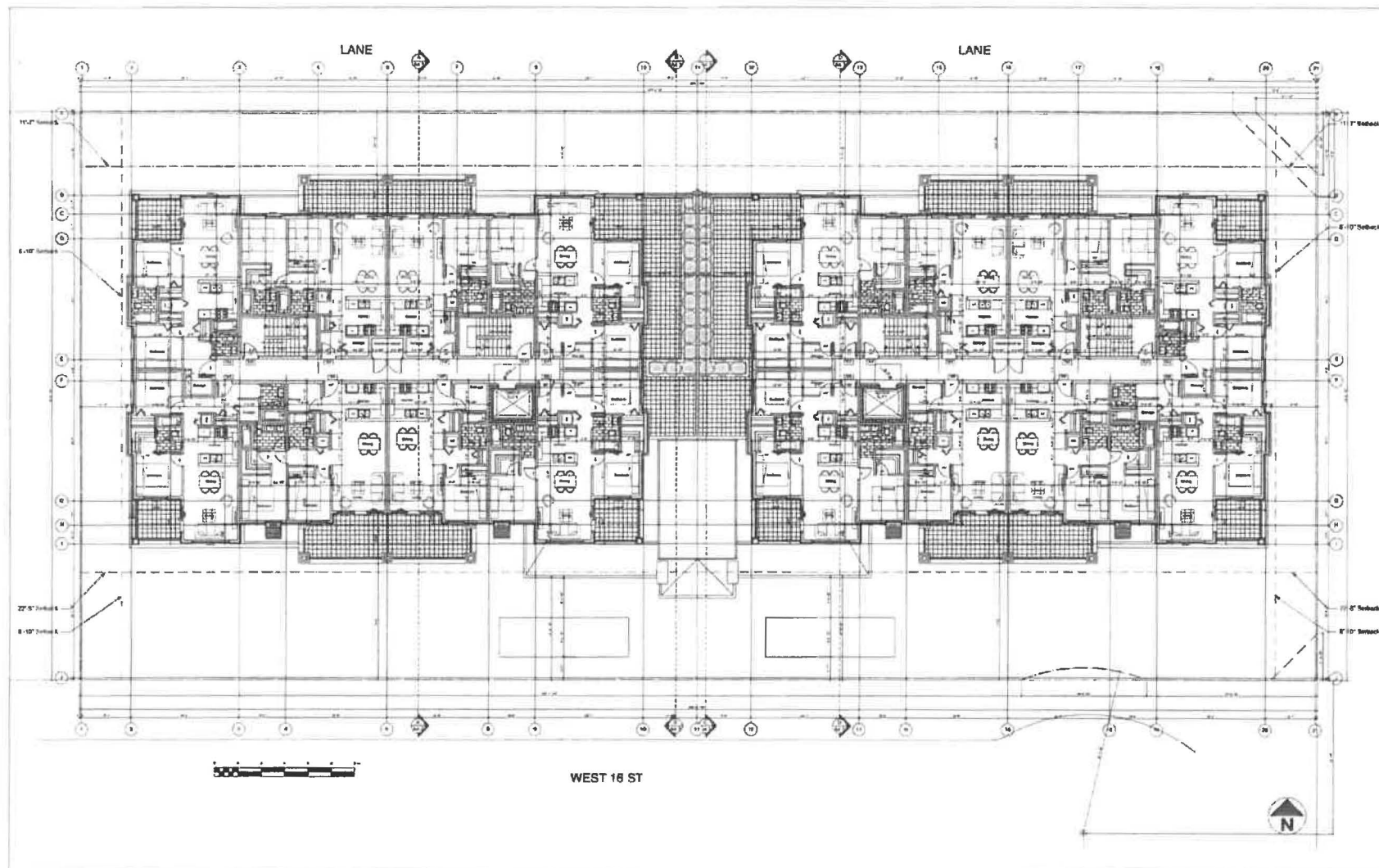
Project Name	1260 W 16 ST, 3d and 4th Floor
Client	1260 W 16 ST, 3d and 4th Floor
Architect	1260 W 16 ST, 3d and 4th Floor
Engineer	1260 W 16 ST, 3d and 4th Floor
Interior Designer	1260 W 16 ST, 3d and 4th Floor
Landscaper	1260 W 16 ST, 3d and 4th Floor
Structural Engineer	1260 W 16 ST, 3d and 4th Floor
MEP Engineer	1260 W 16 ST, 3d and 4th Floor
Fire Engineer	1260 W 16 ST, 3d and 4th Floor
Historic Preservation	1260 W 16 ST, 3d and 4th Floor
Accessibility	1260 W 16 ST, 3d and 4th Floor
Energy Efficiency	1260 W 16 ST, 3d and 4th Floor
Security	1260 W 16 ST, 3d and 4th Floor
Environmental	1260 W 16 ST, 3d and 4th Floor
Transportation	1260 W 16 ST, 3d and 4th Floor
Utilities	1260 W 16 ST, 3d and 4th Floor
Telecommunications	1260 W 16 ST, 3d and 4th Floor
Other	1260 W 16 ST, 3d and 4th Floor

1260 W 16 ST, 3d and 4th Floor
1260 W 16 ST, 3d and 4th Floor

GROUND FLOOR PLAN

Scale: 1/8" = 1'-0"
Date: 10/1/01
Sheet: A-3.2

A-3.2



CORNERSTONE
architecture

1260 W 15 St., Suite 200
West 16th St. & W 15th St.
West 16th St. & W 15th St.
West 16th St. & W 15th St.

1260 W 15 ST.
1260 W 15 St., Suite 200
West 16th St. & W 15th St.
West 16th St. & W 15th St.

1260 W 15 ST.
1260 W 15 St., Suite 200
West 16th St. & W 15th St.
West 16th St. & W 15th St.

1260 W 15 ST.
1260 W 15 St., Suite 200
West 16th St. & W 15th St.
West 16th St. & W 15th St.

A-3.3

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REPORT FOR PUBLIC INFORMATION MEETING

Site: 1210-1260 West 16th Street
Meeting held Wednesday November 29, 2017



Report Authors: Odete Pinho, MCIP, Agora Planning

+

Shane O'Hanlon, Associate

c/o Agora Planning
105-4274 Albert Street, Burnaby BC V5C 2E8

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2.3. Notification and Advertising	4
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- Appendix A - Public Information Meeting advertising**
- Appendix B - Display boards shown at Public Information Meeting**
- Appendix C - Sign-in Sheet and Comment Forms**

1. Public Information Meeting Summary

To:

Darren Veres, Development Planner
District of North Vancouver
Community Planning Department
355 West Queens Road,
North Vancouver, BC V7N 4N5

From:

Odete Pinho, MCIP, Agora Planning Inc.
105 – 4272 Albert Street
Burnaby, BC V5C 2E8

The following document summarizes the Public Information Meeting hosted by the development applicant and Cornerstone Architecture on Wednesday 29th November 2017. The intent of the meeting was to share proposed development information related to properties located at 1210 to 1260 West 16th Street, in the District of North Vancouver. The project proposal is to develop the properties with a total of two, four-storey residential buildings, comprised of 31 market strata units and 31 rental units, with one level of underground parking.

The applicant held the Public Information Meeting on November 29th 2017. Prior to the meeting, notices were mailed to residents within 100m+ radius of the development site, notification signage was installed on the property and newspaper ads were placed in two consecutive editions of the North Shore News, as per District of North Vancouver policy. The meeting was attended by 11 residents, 3 of whom filled in feedback forms at the event. Following the information meeting, 2 emails and 1 letter were submitted with detailed feedback to DNV. This report summarizes the feedback received at the meeting (3 forms), and subsequent written feedback (2 emails and 1 letter).

Residents expressed support for the proposed development and were aware that the area is growing and changing. The majority of concerns related to traffic and parking during the construction of the project. In addition, concerns were expressed regarding the potential for increased traffic and parking congestion after the project completion and issues were identified with current competition for on-street parking spots. One neighbour expressed concern that use of laneway as the access for the underground parkade may cause accidents with those using the laneway as a bypass street. Concern was also expressed regarding the duration of construction and associated noise impacts. Finally, some neighbours expressed support for removal of the large trees on the site, which will allow for more daylight entry into neighbouring properties.

2. Community Notification and Information Distribution

2.1. Meeting Intent

The public information meeting was organized to present proposed development concept plans and to provide residents an opportunity to ask questions and share their thoughts at this early stage in the development review process. At the meeting, information was presented from the zoning amendment application materials submitted to the District of North Vancouver on May 3, 2017.

2.2. Attendance

Cornerstone Architecture consulting team and resource people in attendance at the meeting included:

- Simon Richards, Partner, Architect, Cornerstone Architecture
- Andres Vargas, B. Arch., Cornerstone Architecture
- Dan Ross, Senior Transportation Planner, Bunt & Associates Engineering
- Odete Pinho, Facilitator, Agora Planning Ltd.
- Shane O'Hanlon, Associate, Agora Planning Ltd.

In addition, Daren Veres, Development Planner with the District of North Vancouver, attended the public information meeting to respond to questions on policy and process.

A total of 11 local residents attended the meeting and 3 filled in feedback forms at the event. The Sign in Sheet and feedback received is included in Appendix C.

2.3. Notification and Advertising

To ensure the public information meeting was well advertised, the following notifications were completed, as per the District of North Vancouver policy requirements:

- Newspaper – North Shore News – Two consecutive advertisements were printed in the North Shore News community newspaper in the classifieds section on Friday Nov 24th and Sunday Nov 26th, 2017
- Mailed flyers in envelopes - 217 surrounding landowners and residents within 100m+ radius of the 6 properties, were mailed a notice and invitation card to the information meeting on November 29th 2017. A map showing the required delivery area for the distribution of

information packages was provided by the District of North Vancouver. Mailing addresses were acquired using Canada Post online information.

- Notice of development sign was posted on the property on November 9th 2017.

The advertisements, distribution zone, and notices are attached as Appendix A to this report.

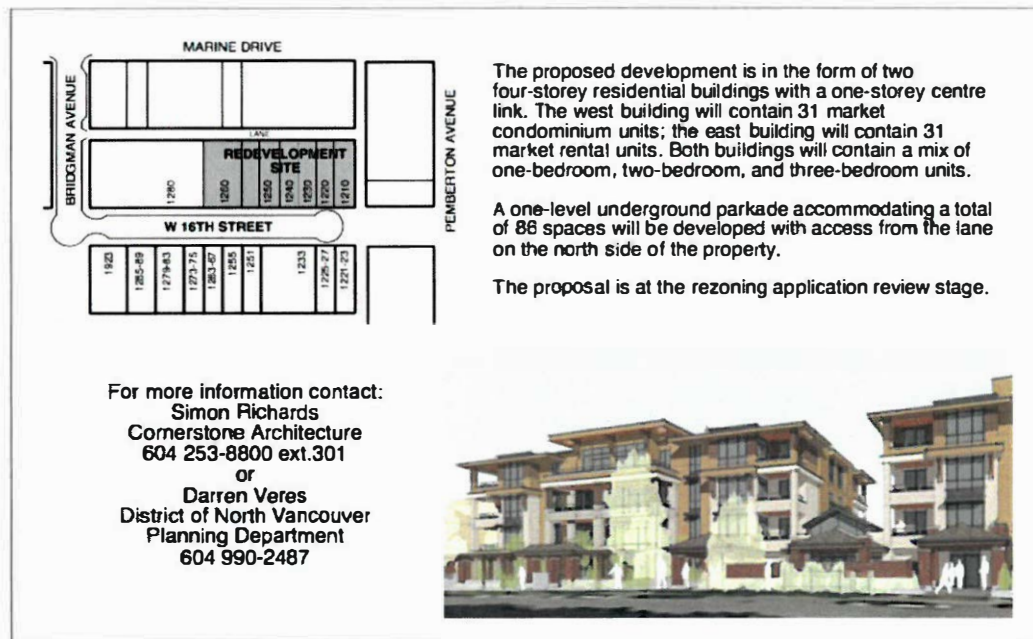


Figure 1A: Notice Cards mailed to neighbours within 100m (side 1 of 2)



Figure 1B: Information sign installed on site on November 9th 2017

2.4. Meeting Format

The meeting was an open house format held at Chief Joe Mathias Centre from 6:30pm – 8:30pm. Attendees were encouraged to sign-in, have conversations with the development team members, and fill in feedback forms.

The event schedule was as follows:

- 6.30pm: Doors Open/ Open House allowing one-on-one conversations with team members
- 7.00 – 7.15pm: Overview and explanations by the architect and transportation planner
- 7.15 – 8.30pm: One on one conversations with team members and open floor for questions

The open house information consisted of:

- 13 poster boards showcasing the architectural design, unit layouts, landscape architecture, parking and site context
- 1 process flow chart, provided by Daren Veres, showing where the project is in the development review process and upcoming opportunities for further input and council review

Poster boards were staffed by the consulting team members. Daren Veres, DNV Development Planner, was also in attendance to answer questions. Attendees reviewed materials, asked questions and discussed details of interest to them. The poster boards remained in place the entire evening for reference. Poster boards are in Appendix B.

A 10-minute presentation by the architect, Simon Richards, included an overview of the project, the proposed development design, and where it is in the review process. This was followed by a 5 minute presentation by transportation planner, Dan Ross, who spoke about traffic studies and the impacts on surrounding road networks. Both Simon and Dan responded to questions in the open meeting setting and to one-on-one discussions with individual attendees.



Figure 2: Open house portion of public information meeting with poster boards being viewed



Figure 3: Photo of attendees during presentation at information session

3. Summary of Feedback

Comment forms were made available for residents to fill in at the meeting. Three feedback forms were completed and received at the event. During the two-week feedback period following the event, two emails and one letter were also received with further feedback, and these have been included in this PIM summary report. Feedback received is summarized below and the filled-in comment forms and feedback are attached in Appendix C.

General comments regarding development in the area

There were a number of comments regarding development in the neighbourhood and concerns regarding increases in density. Concerns were also expressed regarding local traffic congestion issues. In the open meeting discussions, Simon Richards, Cornerstone Architecture was asked if further changes to the plans were anticipated. Simon explained that the plans are expected to largely stay as shown. Darren Veres added that there will be further review and a public hearing. Should further changes be made there will be future opportunity for the public to see revisions and have further input on the proposed rezoning application and development.

Traffic, Parking, and Transportation

Concerns regarding the laneway and underground parkade access were expressed in the written feedback. Residents explained that the lane is currently used as a bypass street for those avoiding traffic on Marine Drive, which has cars travelling at high speeds along this development access laneway. As such, there are safety concerns and a perceived increased risk for collisions (for both pedestrians and cars) once the development's traffic loads are added. One respondent suggested "the obvious solution to this problem is to ensure that motorists on Marine Drive cannot use this lane to gain access to Pemberton Ave, and vice-versa".

There were detailed concerns expressed about the capacity of on-street parking being beyond its limits and that the addition of more units to the area would negatively impact the accessibility of on-street parking to current residents – most notably young families with children who need nearby access to their front door, as well as the needs of residents of the two senior complexes on the street. Neighbouring Marine Drive businesses (employees and customers) currently use the on-street parking in front of resident's homes and also in the laneway, leaving limited available options for families to unload shopping and children safely near the entry to their homes.

One resident suggested that the current on-street parking problems be addressed with a restricted parking system along the street that would allow for 24 hour resident parking and limit non-resident parking to 2 hours, between business hours.

Neighbours across the street from the proposed development expressed that their greatest concern is limiting street parking to residents only. Currently there is high competition for street parking. They have a small child, live in the townhouse that has no onsite parking, and street parking is their only option. It can be challenging to find parking, especially with child, groceries, rain etc.

An issue was also raised that current vehicles are often larger than 6ft in height (ie. Trucks and SUVs) and as such cannot enter a standard underground parkade. The question was asked as to whether any ground level parking will be provided on site for over-height vehicles. If not, this will have a further negative impact on street parking congestion. (Note: no ground level parking is proposed in the design.)

Additional specific comments included:

- "Pleased to see 16th street will not be a thru street, cul-de-sac much appreciated"
- "Allow for 24hr resident parking and limit non-resident parking to 2 hours between business hours (~7-5pm)".

Construction, staging and noise

Neighbours expressed concern for the potential worsening of traffic during the construction period. They also asked questions about the associated noise. In the open meeting discussion, Simon Richards responded that there is a requirement for a construction management plan for the development. He also stated that the site office is usually required to be located in public areas (such as on stilts above the sidewalk).

One nearby neighbour was especially concerned at the impact upon their lifestyle as they will be unable to open their windows and doors for two summers because of the noise impacts. Recent nearby developments were very loud. Additionally, some neighbours expressed concerns that during similar development nearby their homes shook from excavation vibrations, and they had concerns for the depth and intensity of foundation work being undertaken.

Density and Impact to Existing Community

Concern was expressed for the scale and design of the development, stating that it was too large for the current residential scale and maximum height of the neighbourhood and that aesthetically the

building looked more like the large mixed-use units along Marine Drive. One resident suggested that the building should be reduced to a three-storey development to stay in keeping with the surrounding properties. In addition, the resident suggested peaked roof would be a better design fit for the residential neighbourhood.

Specific comments included: "Like building being recessed from the street & the green space".

Unit Sizes, Ownership and Potential Purchasers

The architect was asked the size of the various units and responded with approximate sizes, the studios would be approximately 567ft², one-bedroom units 650ft², two-bedroom units between 760-860ft², and the largest units would be 993ft². One neighbour living a half block away was interested in purchasing a unit as they wish to remain in the area. A question was also asked about who will own the rental building. In the open discussion, Simon Richards responded that the current landowner wishes to retain ownership of the rental building.

Landscape and Vegetation

There were queries regarding existing vegetation on site and whether large, tall trees would be kept on the street. Neighbouring residents expressed satisfaction that some on-site vegetation would be removed as it casts shadows on their properties and their removal would allow increased light access. In the open meeting, Simon Richards responded to concerns about trees being removed and confirmed that existing trees will be removed for the parkade/ development footprint, affecting neighbours viewscape, but there will be boulevard plantings added to the final development.

Specific comments included: "There are big tall trees that make the street beautiful and we don't want them removed."

Appendices

A - Public Information Meeting advertising

B - Display boards shown at Public Information Meeting

C - Sign-in Sheet and Comment Forms

Appendix A - Public Information Meeting advertising

4'-0"

DEVELOPER'S PUBLIC INFORMATION MEETING

Proposal: 4-Storey Residential Development Project



6:30 TO 8:30 Wednesday, Nov.29

**CHIEF JOE MATHIAS
COMMUNITY CENTRE**

**ESLHA7AM ROOM
100 Capilano Road
North Vancouver**

The Dammholz Group

with

Cornerstone Architecture

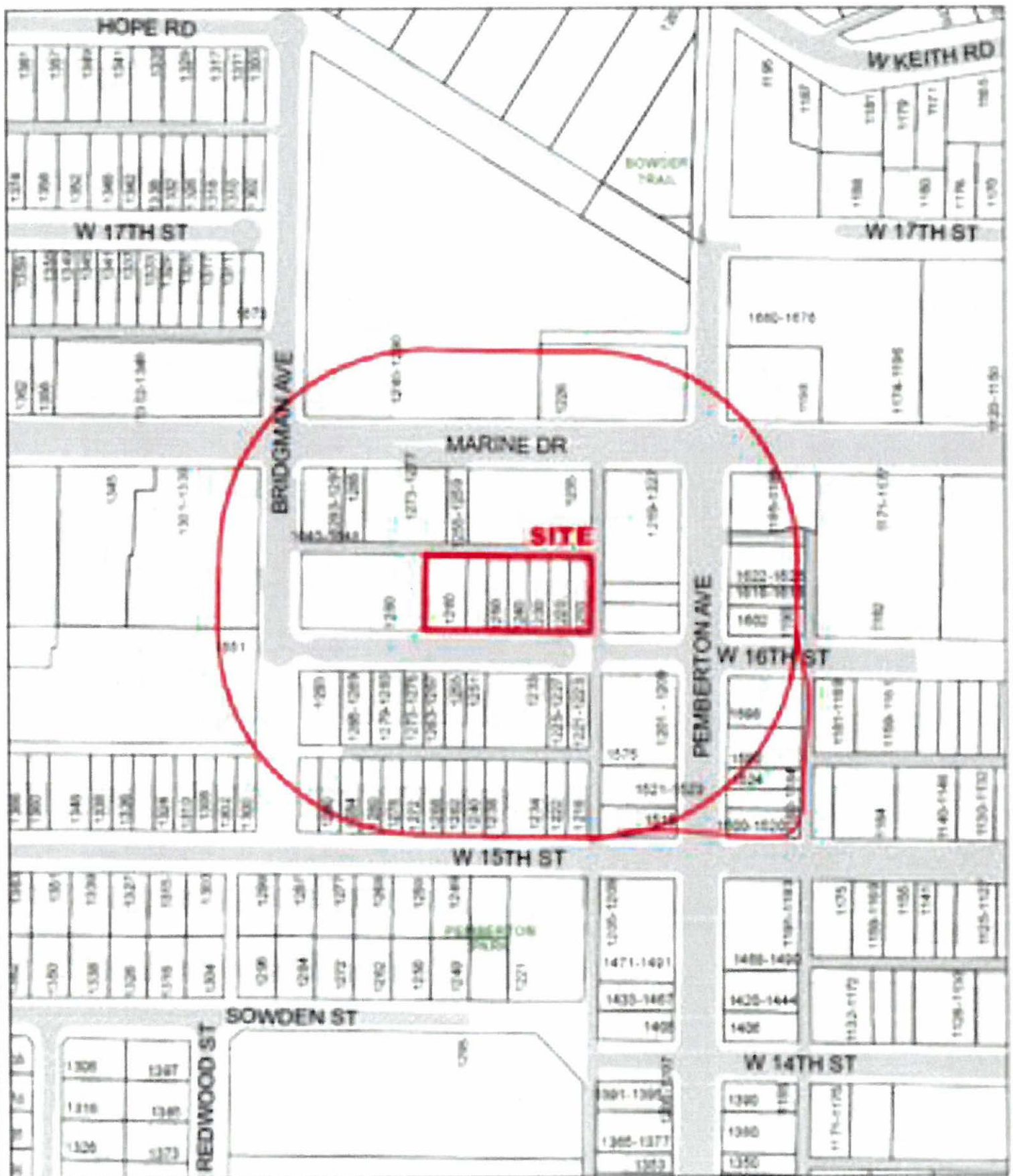
604 253-8800 ext.301

This meeting has been required by
the District of North Vancouver
as part of the regulatory process

8'-0"

ERECT BY NOVEMBER 9





1210-1260 W 16th St
100m BUFFER MAP



PUBLIC INFORMATION MEETING

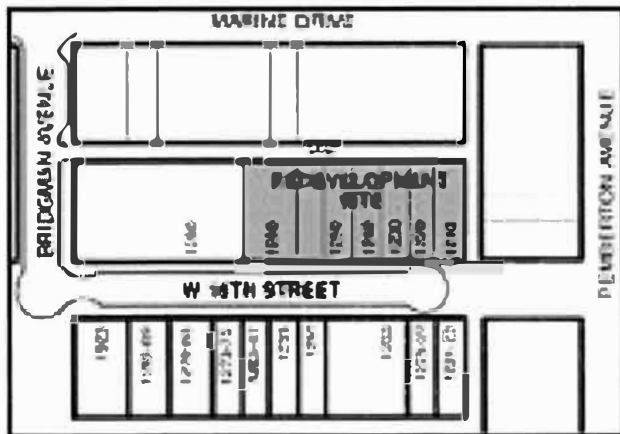
A redevelopment is being proposed for 1210 to 1260 W 16th Street, to construct two, four-storey residential buildings. You are invited to a meeting to discuss the project.

Date: Wednesday November 29, 2017

Time: 6:30 to 8:30pm

Location of meeting: Chief Joe Mathias Centre, Esliha7an Room

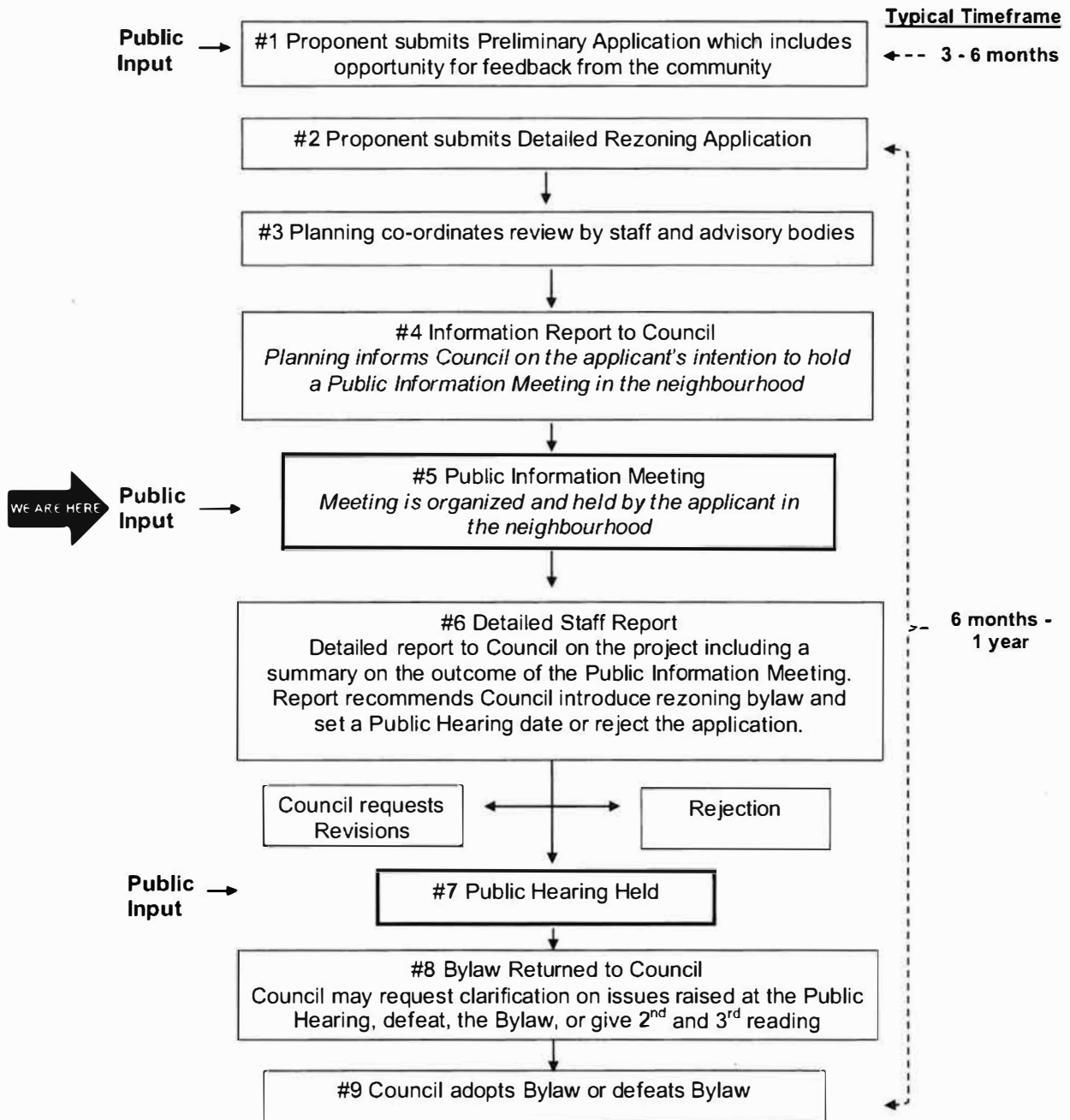
The applicant proposes to rezone the site from single-family zoning to a comprehensive development zone to permit a total of 62 units. One building will be a market strata with 31 units and the other with 31 rental units. In both buildings, units range in size between 567 to 993 square feet and include one level of underground parking to be accessed from the laneway, with 88 spaces.



Information packages are being distributed to residents within 100 meter radius of the site. If you would like to receive a copy or if you would like more information, contact Darren Veres of the Community Planning Department at 604-990-2487 or Simon Richards of Cornerstone Architecture at 604-253-8800 ext 301 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.

PROCESS FOR APPLICATIONS REQUIRING REZONING THE DISTRICT OF NORTH VANCOUVER



Should you wish to contact District Council, they can be reached at:
council@dnv.org

**Time requirements can vary due to the specifics of individual projects.*

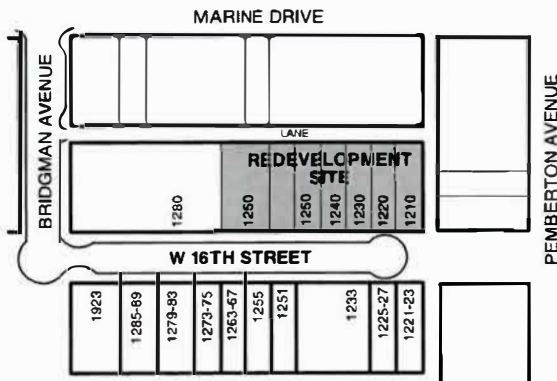
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NOTICE OF A PUBLIC INFORMATION MEETING IN YOUR NEIGHBOURHOOD

The Dammholz Group, with Cornerstone Architecture, is hosting a Public Information Meeting to present the residential development proposal for a market rental building and market strata building project on the site: 1210-1260 16th St. W.
For additional information see over.

DATE: WED, NOVEMBER 29, 2017
PLACE: ESLHAZAN ROOM
CHIEF JOE MATHIAS
COMMUNITY CENTRE
100 CAPILANO ROAD
NORTH VANCOUVER
TIME: 6:30 TO 8:30

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



The proposed development is in the form of two four-storey residential buildings with a one-storey centre link. The west building will contain 31 market condominium units; the east building will contain 31 market rental units. Both buildings will contain a mix of one-bedroom, two-bedroom, and three-bedroom units.

A one-level underground parkade accommodating a total of 86 spaces will be developed with access from the lane on the north side of the property.

The proposal is at the rezoning application review stage.

For more information contact:
Simon Richards
Cornerstone Architecture
604 253-8800 ext.301
or
Darren Veres
District of North Vancouver
Planning Department
604 990-2487



Appendix B - Display boards shown at Public Information Meeting

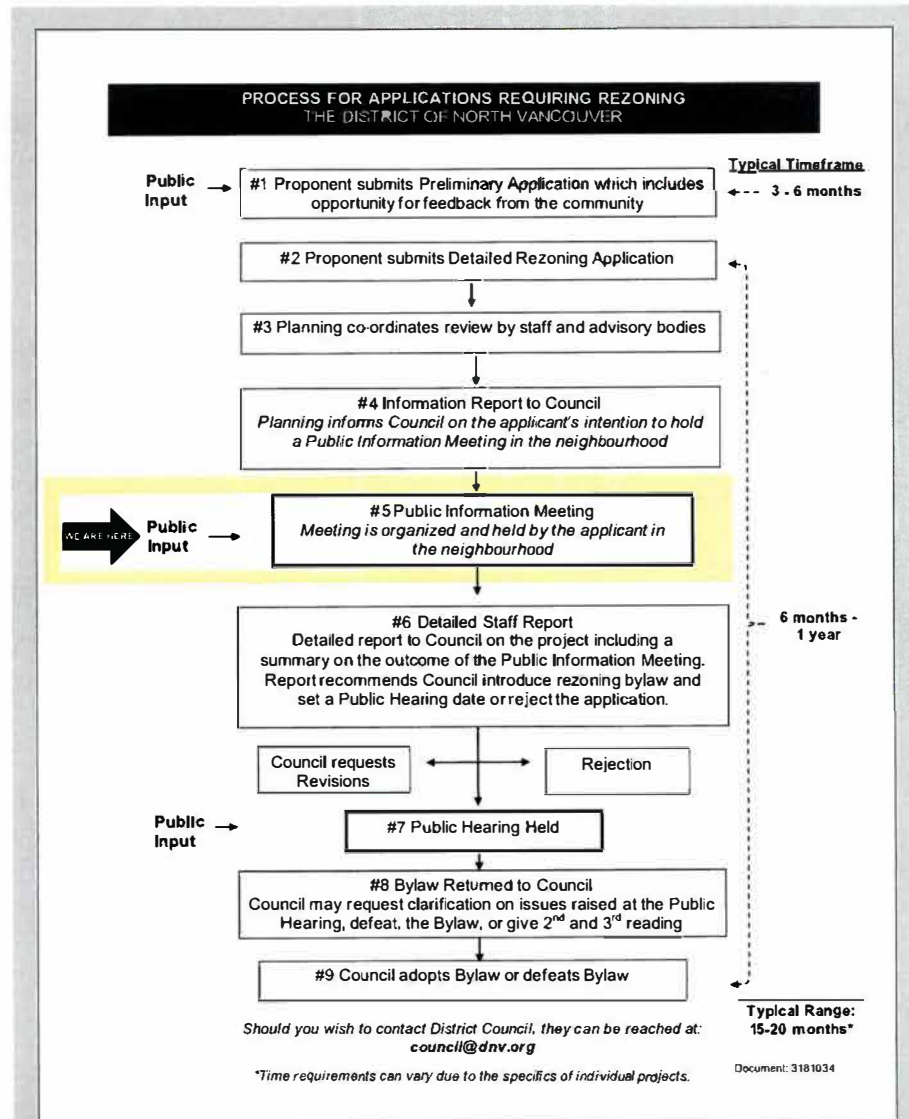
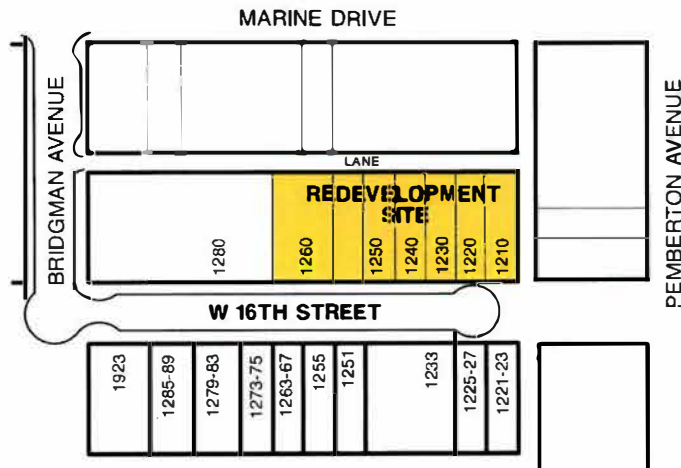
Welcome...

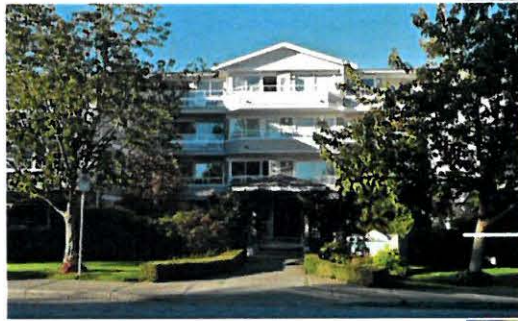
This Public Information Meeting is a requirement of the District of North Vancouver regulatory process. The Redevelopment Proposal is consistent with the Official Community Plan, but requires Rezoning Approval. The overall Rezoning Application and Review Process is shown in the diagram to the right. The purpose of this meeting is to present the project to the local community and to receive comments.

As illustrated in these panels, the Redevelopment Proposal is for a Residential Project made up two four-storey buildings over a parkade. One building is Market Rental, the other a Strata/Condominium. Each building contains 31 units in a mix of sizes: 1-bed, 2-bed, and 3-bed.

A full rezoning application has been made based on the form of development illustrated here. Some modification may be made in the final approved design in response to review comments made by the community and District staff.

Please fill in a comment form. All feedback received at this meeting will be forwarded to District of North Vancouver staff, and will be reviewed by Council.

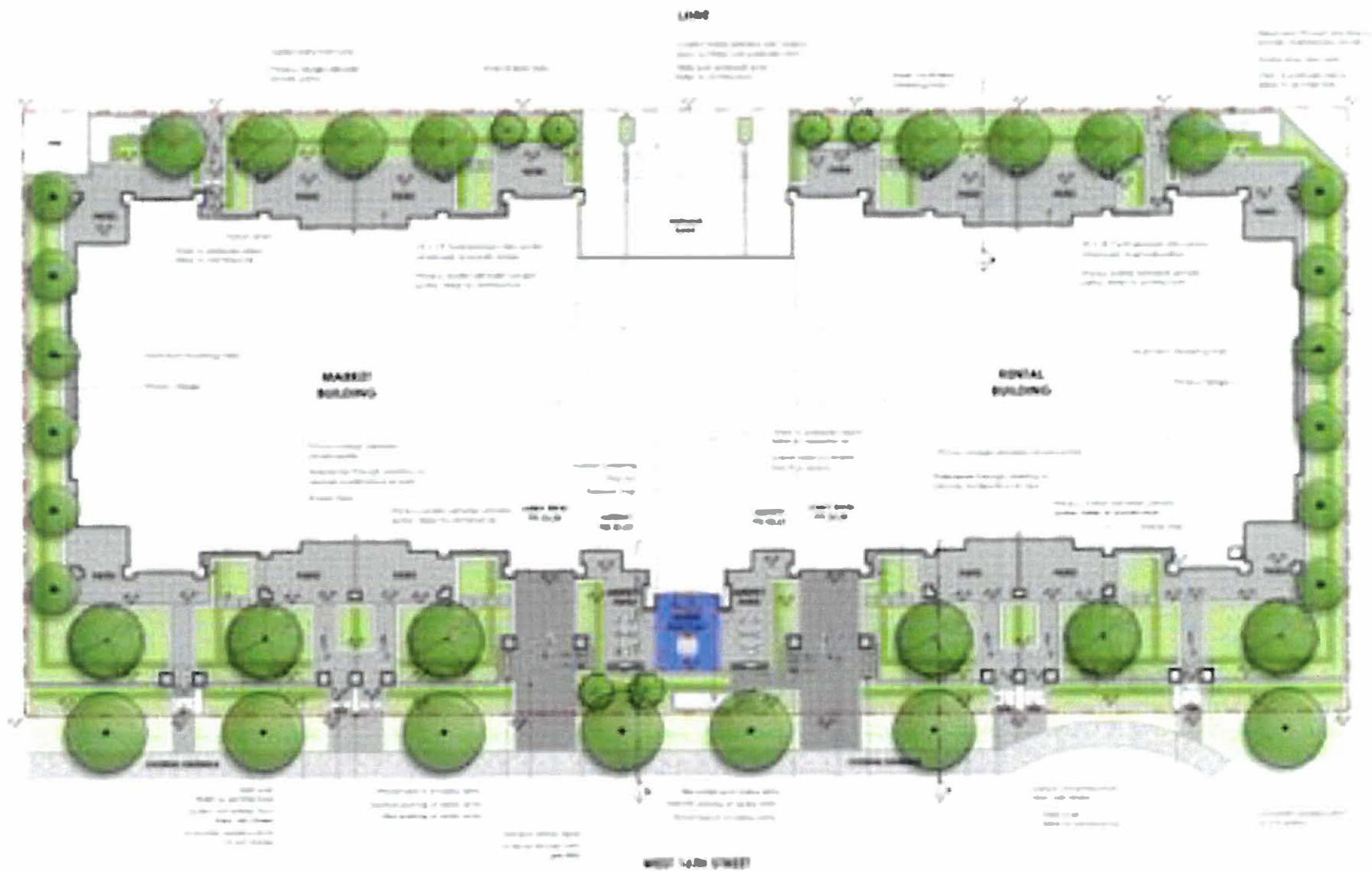




CONTEXT



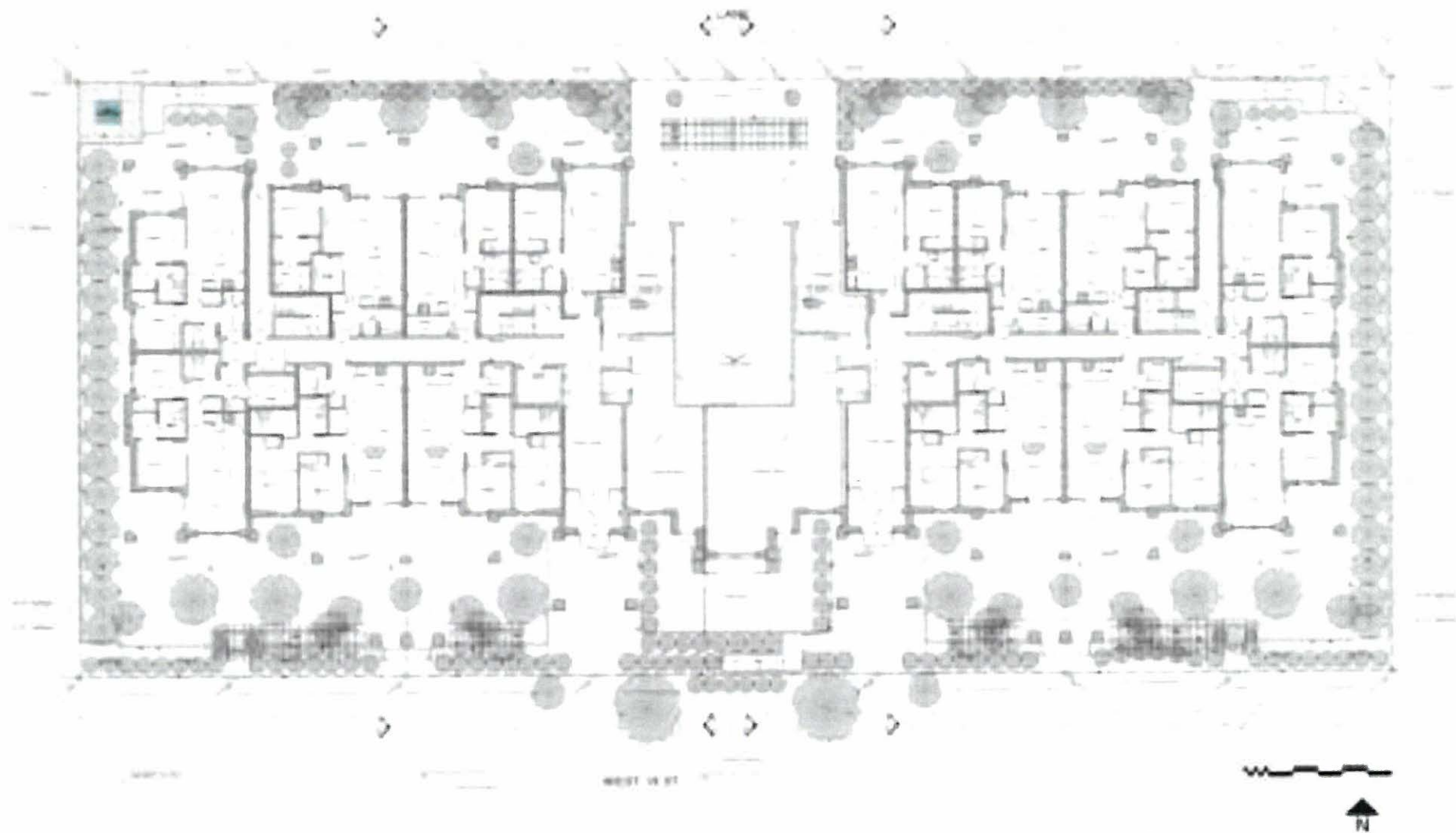
CONTEXT



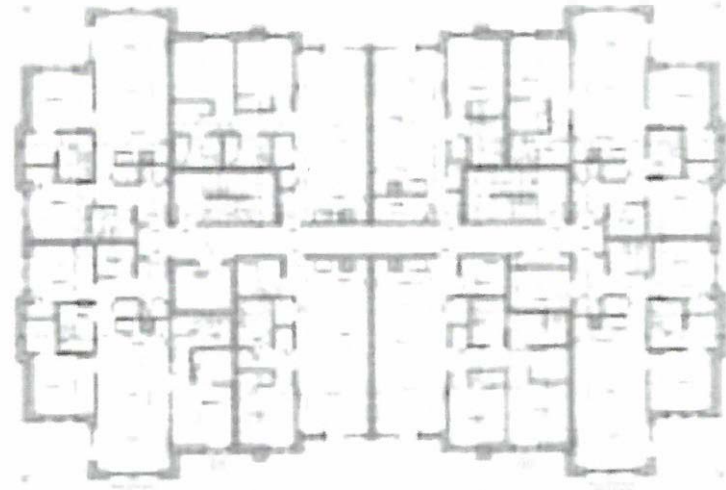
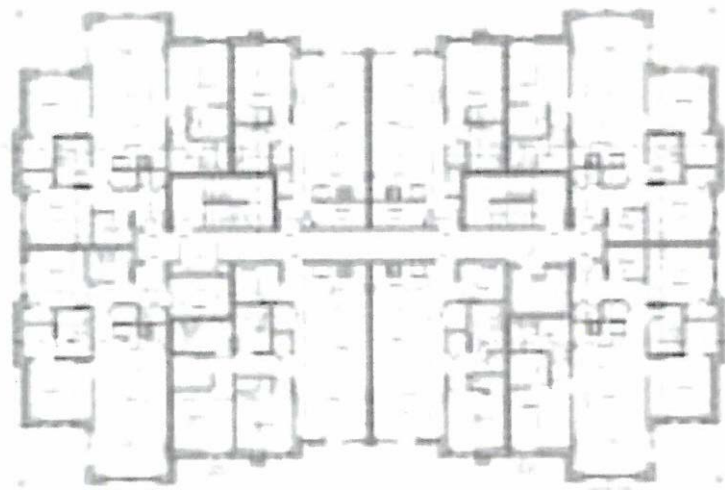
CORNERSTONE
architecture

1210-1260 W. 16th Street Redevelopment Project
PROPOSED REZONING - PUBLIC INFORMATION MEETING

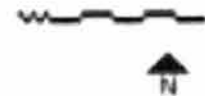
SITE/LANDSCAPE PLAN



GROUND FLOOR PLAN



WEST 16 ST



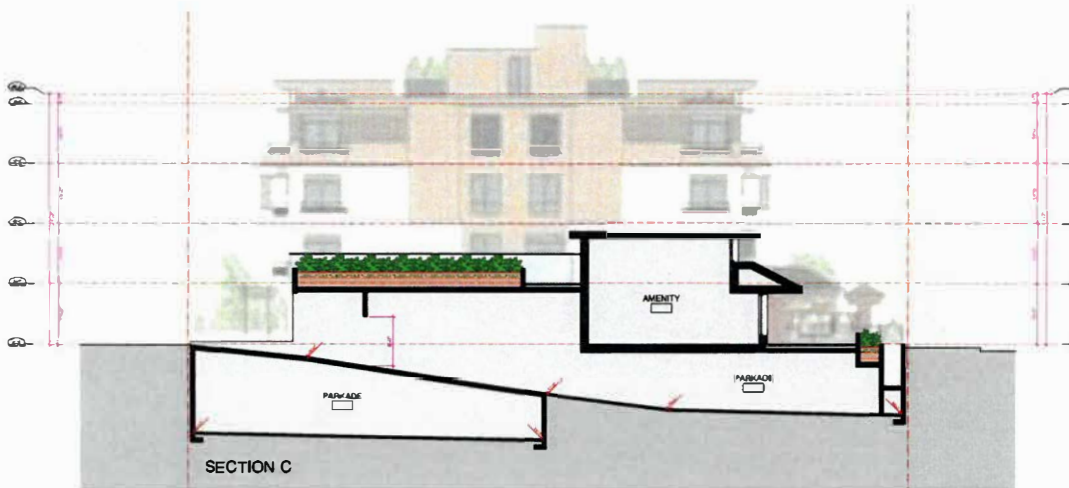
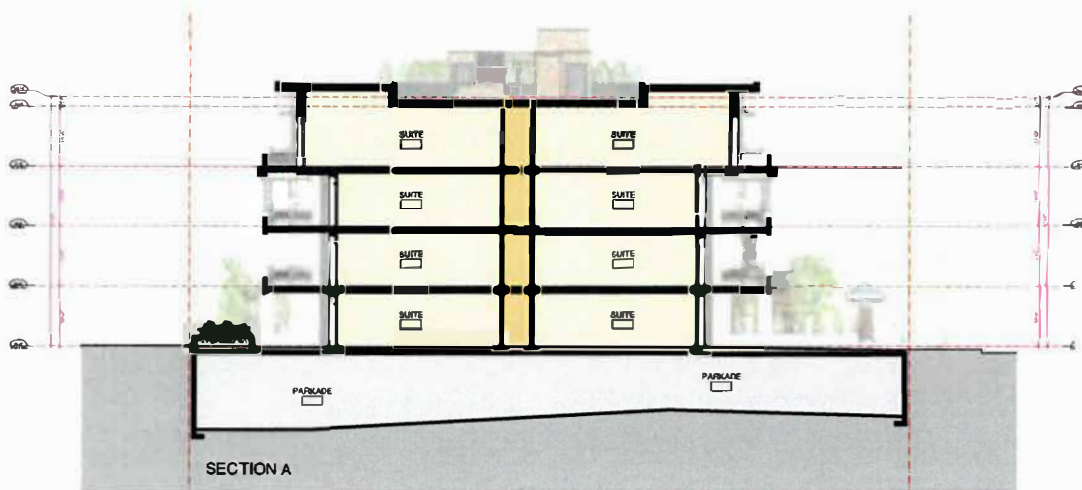
TYPICAL FLOOR PLAN



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ELEVATIONS



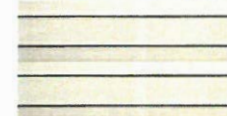
EXTERIOR COLOUR PALETTE



LOW SHINGLE ROOFS:
STONEGATE GREY



BOARD AND BATTEN:
WOODSTOCK BROWN



TIMBER:
BLACK OAK

LAP SIDING:
SANDSTONE



BRICK VENEER:
SEA GREY



BRICK LANDSCAPE FEATURES:
CHOCOLATE

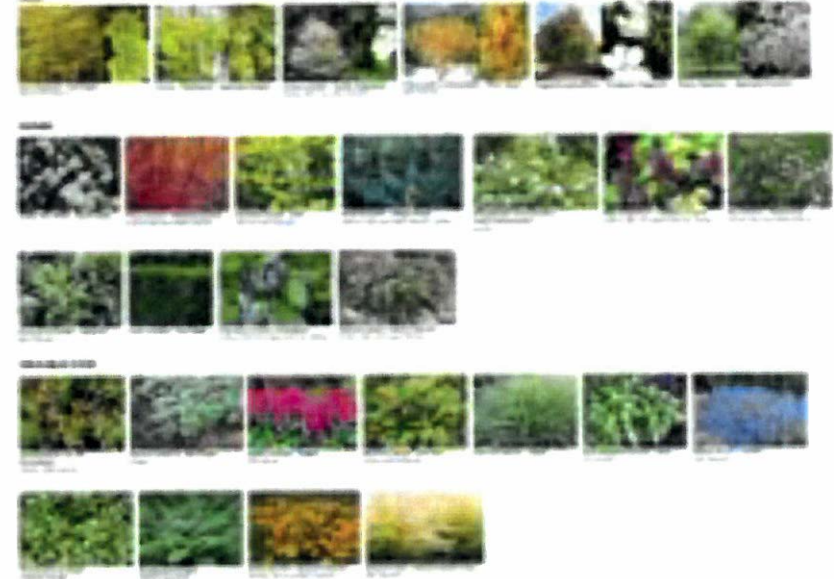
BUILDING SECTIONS



PRECEDENT IMAGES



PLANT LIST



CORNERSTONE
architecture

1210-1260 W.16th Street Redevelopment Project
PROPOSED REZONING - PUBLIC INFORMATION MEETING

LANDSCAPE DETAILS

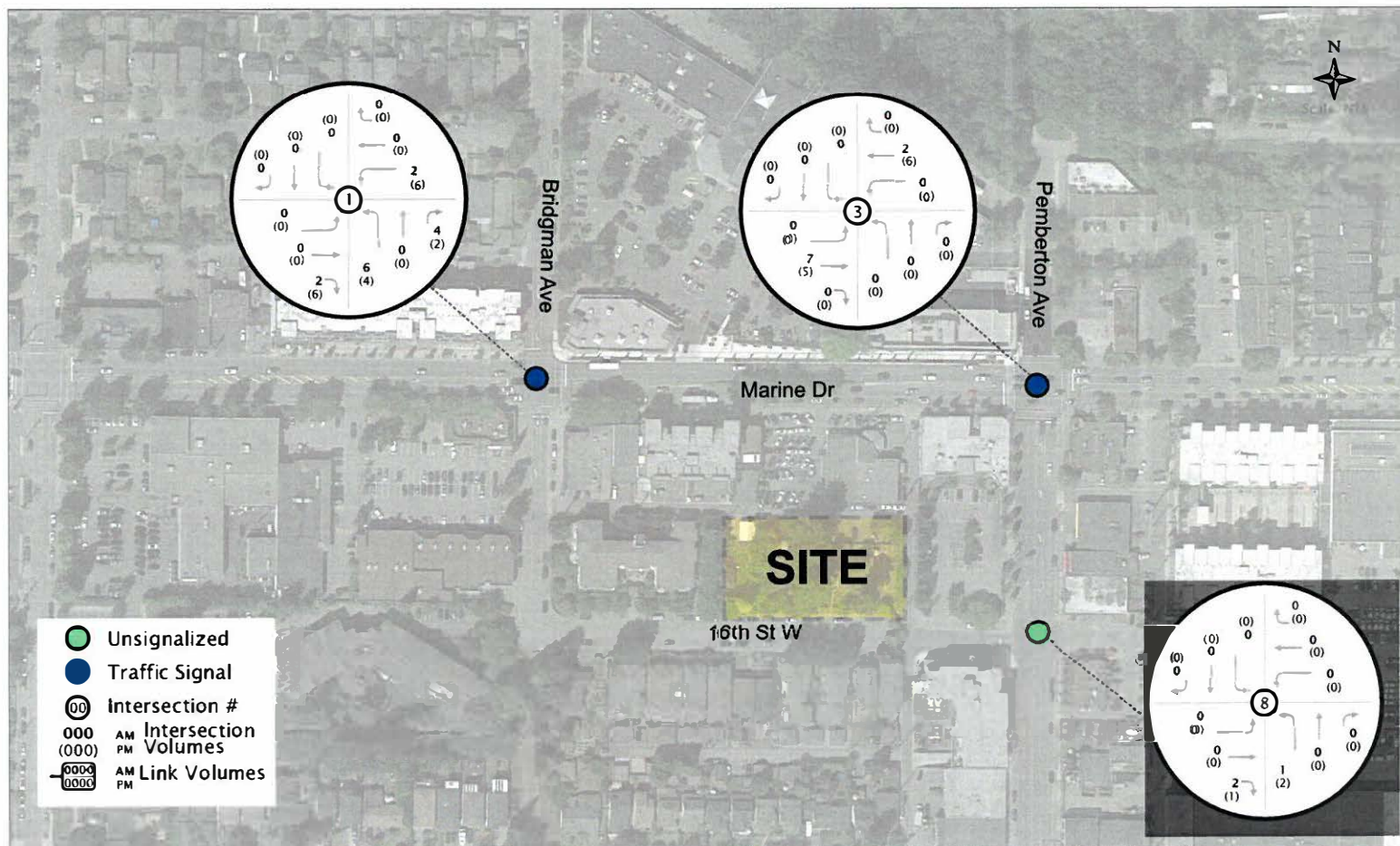


Table 3.2: Estimated Peak Hour Site Vehicle Trips

LAND USE	AM PEAK HOUR			PM PEAK HOUR		
	IN	OUT	TOTAL	IN	OUT	TOTAL
Rental Apartments	3	6	9	7	6	12
Condominium Apartments	2	9	11	7	4	12
TOTAL	5	15	20	14	9	24

Exhibit 3.2
Site Traffic Forecasts



TRAFFIC

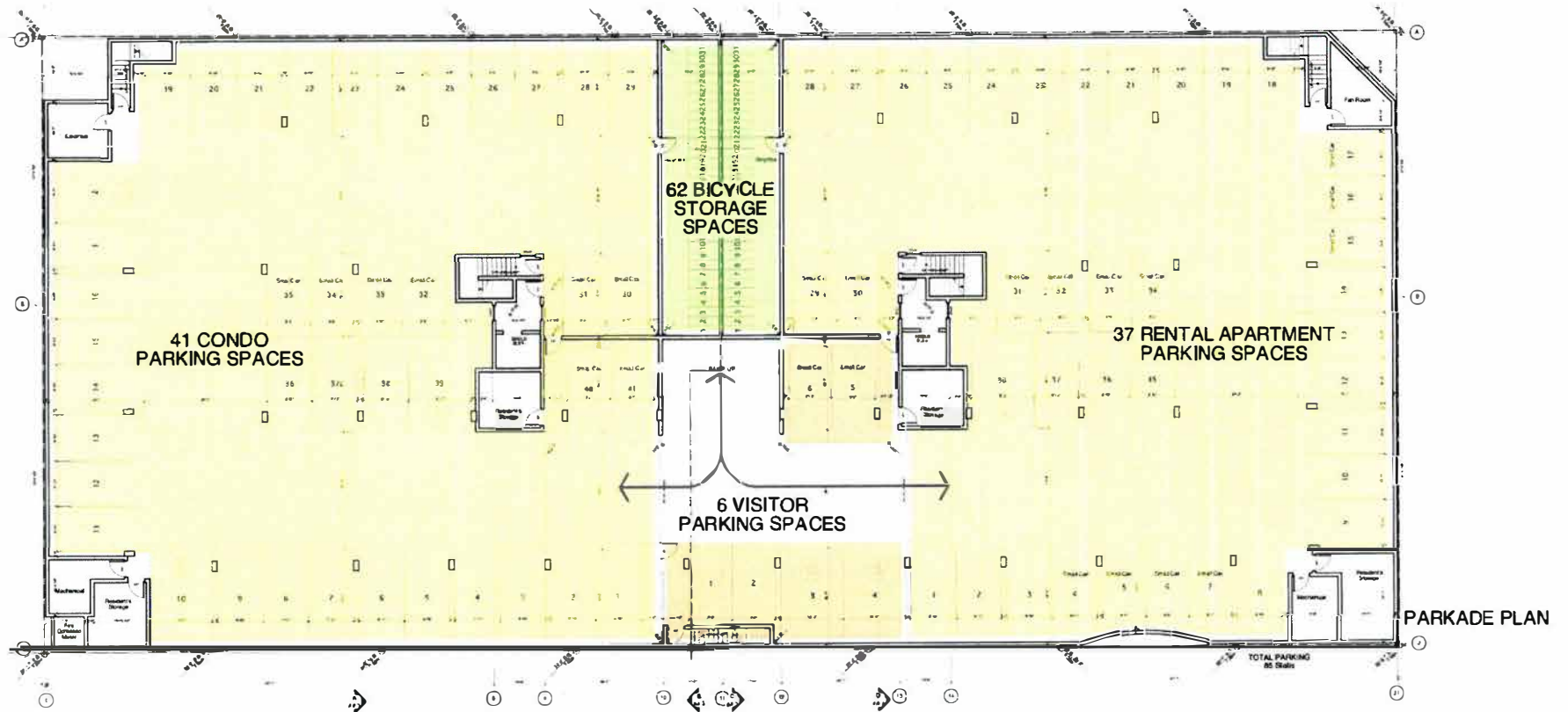


Table 4.1: Vehicle Parking Supply Requirement & Provision

UNIT TYPE	# OF UNITS	PROPOSED RATE	PROPOSED # OF SPACES
Rental Apartments	31 units (2,570 sm)	1.2 spaces per unit	37
Condo	31 units (2,570 sm)	1.3 spaces per unit	41
Visitor	62 units	0.1 spaces per unit	6
TOTAL		1.35 SPACES PER UNIT	84

Table 4.2: Bicycle Parking Supply Requirement & Provision

LAND USE	DENSITY	PROVIDED
Rental Apartments	31 units	31
Condominiums	31 units	31

PARKING PROVIDED IN ACCORDANCE WITH ACTUAL SURVEYED PATTERNS ON THE NORTH SHORE. PROPOSAL WILL BE ACCOMPANIED WITH TRAFFIC DEMAND MANAGEMENT MEASURES.



PARKING



The exterior form aims to provide a bridging character between the commercial frontage buildings facing Marine Drive and the smaller scale residential buildings on the south side of 16th Street. The project is formed by two separate building with a one storey link; each building has varied roof heights with a centre and flanking elements; low scale "garden" edge elements along the front mediate the apparent scale and frame the central and individual unit entrances.

EXTERIOR CHARACTER



STREET VIEW FROM SOUTHEAST



LANE VIEW FROM
NORTHEAST

AERIAL VIEWS



VIEW FROM SOUTHWEST



VIEW FROM SOUTHEAST

STREET VIEWS

Appendix C - Sign-in Sheet and Comment Forms

SIGN IN SHEET
November 29, 2017

PROPOSAL: Cornerstone Architecture
1210 – 1260 West 16th Street
Application for Rezoning and Development Permit for two four-storey residential buildings

Please note: This form will become part of the staff report to DNV Council on this development proposal and will be publicly available. If you do not wish to be identified, please do not include your name on the form, only your address.

Name	Address	# People	Time
[REDACTED]	1280 16 ST WEST VTP 196	1	6:10
[REDACTED]	1233 16 ST W VTP 196	2	6:30

SIGN IN SHEET
November 29, 2017

PROPOSAL: Cornerstone Architecture
1210 - 1260 West 16th Street
Application for Rezoning and Development Permit for two four-storey residential buildings

Please note: This form will become part of the staff report to DNV Council on this development proposal and will be publicly available. If you do not wish to be identified, please do not include your name on the form, only your address.

Name	Address	# People	Time
[REDACTED]	16 [REDACTED] Bridgman Ave N D	2.45	6:20
[REDACTED]	12 [REDACTED] W 16 th St. N Van.	1	6:30
[REDACTED]	1220 W. 16 th St. N.V.	1	6:30
[REDACTED]	-1280 W 16 St NV	1	6:30
[REDACTED]	2 [REDACTED] RIVERWOOD PLACE	1	7:05

SIGN IN SHEET
November 29, 2017

Cornerstone Architecture
1210 – 1260 West 16th Street
Application for Rezoning and Development Permit for two four-storey residential buildings

Please note: This form will become part of the staff report to DNV Council on this development proposal and will be publicly available. If you do not wish to be identified, please do not include your name on the form, only your address.

[illegible]

Darren Veres

From: [REDACTED]
Sent: December 05, 2017 3:08 PM
To: Darren Veres
Subject: Rezoning Proposal - 1210 - 1260 West 16 Street

Dear Darren

I am writing to you in connection with the Application for Rezoning and Development Permit for two four-storey residential buildings at 1210 - 1260 West 16 Street, North Vancouver.

In considering this proposal, I would like Council to be aware of a serious traffic problem that now exists on the proposed site. There is an un-named lane parallel to Marine Drive which begins at Bridgman Avenue and continues East to another un-named lane which links with Marine Drive and 16 Street West. This lane provides parking for those businesses located along Marine Drive, as well as access to two apartment buildings that have underground parking that emerges into that lane. Based on discussions with Cornerstone Architecture, it appears that access to underground parking for the proposed four-storey buildings will also be located on this lane.

The placement of a new underground access point along this lane will significantly increase vehicular traffic using this lane. This would be acceptable if traffic along this lane was limited ONLY to those businesses and apartments that are adjacent to that lane. However, that is not the case at present, and unless changes are made, this problem will quickly become intolerable in the future. And the reason is this. Because of the volume of vehicular traffic that now use Marine Drive, there is gridlock along most of Marine Drive, especially at rush hour, as any survey by the DNV will confirm. The existence of this lane provides motorists with an opportunity to bypass this traffic by using it as a link between Marine Drive and Pemberton Avenue. As a result, that lane has now turned into a race-track with motorists speeding up and down the lane in both directions, posing a serious risk to pedestrians and cars emerging from the underground parking.

The obvious solution to this problem is to ensure that motorists on Marine Drive CANNOT use this lane to gain access to Pemberton Ave, and vice-versa. There are two ways to achieve this. Either create a dead-end at the east end of the lane, or block all traffic using that lane from turning right, so that they have to return to Marine Drive. If construction of these two residential buildings is approved by Council, this would be the time to make either of these changes.

Finally, I would be glad if you would inform me of the time when Council will consider this proposal, so I can be present to speak to the current situation. Thank you for your attention to this matter.

[REDACTED]

Darren Veres

From: [REDACTED]
Sent: December 12, 2017 9:13 PM
To: Darren Veres
Subject: 1210 W16th St - One year and two months to get a response from the DNV
Attachments: 1210-1260 W16th St_comments_12Dec2017.pdf; ATT00001.htm; Original Email Chain_Jan2016.pdf; ATT00002.htm; Transportation Response_Mar2017.pdf; ATT00003.htm; Pictures.pdf; ATT00004.htm

Darren,

Thank you for forwarding the information. I only just had time to open your email tonight and noticed the Dec 8th date. When we talked last, my understanding was that we had until this Friday to respond (Dec 15th). That said I trust that you will be able to add my comments to the file. **Can I please request confirmation that my comments will be added to the file?**

As requested I have re-attached my previous attempts at correspondence with the district which took **one year and two months** to even garner a response (also attached); and even then, after clarifying that a parking study had been completed, the response provided no quantifiable assessment of the results or findings, only that once the development was fully committed, the Construction Traffic Management group would work with the developer to minimize impacts.

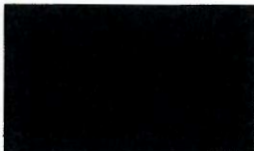
Given our concerns regarding availability of resident parking was severely impacted during construction of previous developments in the area, I find it highly unlikely that anything proactive will be done given the amount of time it took to get a "go away response" from Mr. Raymond Chan.

As evidence of the above, given the consistency of concerns raised regarding availability of parking expressed to the DNV and the developer, I find it extremely odd that between the original proposal and the current status that the number of proposed underground parking spaces has **DROPED** from 93 to 86. Of note, this number is not consistent between the pamphlet distributed by the developer and the information on the developer's webpage.

Additional Comments:

In relation to your request for additional feedback regarding the proposed development I'm afraid I must echo the majority of my previous comments as I cannot see any information leading me to believe they have been considered or mitigated in any way to date. Please refer to four attached PDFs.

Regards,



Darren,

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Additional Comments:

In relation to your request for additional feedback regarding the proposed development I'm afraid I must echo the majority of my previous comments as I cannot see any information leading me to believe they have been considered or mitigated in any way to date:

1. Supportive of Development

While not against the development in principal, adding an additional 62 units to the street when there are already substantial parking issues warrants a close review. The DNV and developer should realize that while concessions by the community in relation to re-zoning should be balanced with compromises in relation to the number of units, building height, and parking availability.

2. Zoning/Bullding Height

The properties included in the proposed development are currently zoned RS4 (single-family residential), and as such, would typically include a maximum of 2 stories above grade with a peaked roof. This is consistent with the other buildings along the 1200 block of W16th St. with the exception of the Zajac Norgate House.

The developer will argue that the proposed development is four stories with a flat roof which will be similar to the height of the Zajac building with its peaked roof; however, looking at the existing roof slopes of the Zajac house, the proposed development will greatly exceed the status quo.

Recognizing that the DNV Official Community Plan (OCP) calls for the north side of W. 16th St. to be a transition between the zoning along Marine Drive and the zoning along the south side of W. 16th St., my comments would be:

- a. **Limit the height of the proposed development to match the height of the Zajac house in order to preserve building height continuity along the north side of W. 16th St. This would reflect a fair compromise between the current zoning, the south side of the street and the existing Zajac house.**
- b. **Design the building such that its appearance more closely aligns to that of the other buildings along the street. A more traditional 3 story building with a peaked roof would be a better fit for the area. The design currently proposed is an uninspired copy of the recent developments that line Marine Drive. It does not fit well with the residential standard of W. 16th St.**

3. **Parking congestion**

We have tried, unsuccessfully thus far to open a dialog with the DNV regarding parking congestion along the 1200 block of W. 16th St. These efforts started in January 2016 and took one year and two months to get a "go away" response. These efforts began based on the problems with parking congestion we are having now, and we were looking to partake in a discussion before the current development was even proposed. Several residents are of the opinion that the proposed development will only serve to exacerbate the problem.

The availability of street parking for local residents is becoming harder and harder to manage. Over the last years 7 years the issue has accelerated with increased development in the area (not considering the proposed development), frequently resulting in lack of available street parking for residents along the street.

Per observations from residents, it initially appeared parking congesting was highest in the early morning hours through late afternoon, coinciding with people who use the street for day-lot parking while they work at businesses along Marine Dr. and Pemberton Ave; however, as the newly constructed units along Marine Drive are populated, it is becoming a 24h problem.

While we understand that each residence generally includes a primary parking space, several older units along the street have limited rear alley parking, restricted access, or are not suited for modern (larger) vehicles. Additionally, those with families often require more than one vehicle. Add all of this up and there is a general requirement to park at least one vehicle along the street.

As mentioned, there are several issues that contribute to current congestion growth and they are detailed below:

- Employees of the Subaru dealership located at 1235 Marine Dr. frequently park along the 1200 block of West 16th St. Additionally, there are often vehicles parked along the narrow alley way behind (south of) the dealership as well as in the residence parking (presumably on agreement with the tenants) of 1210 through 1210 West 16th St).
- Employees/patrons of the Cactus Cafe
- Employees/commercial vehicles of CGM Electronics located at 1285 Marine Dr. From time to time, commercial vehicles are parked overnight on the street.
- Employees of the ToyRUs located at 1331 Marine Dr.
- Employees/patrons of the recent commercial buildings completed along Marine Drive.

- Families using the home based day-cares along the street have been observed parking on the street and then taking the bus to Vancouver.
- Guests of nearby residential buildings on Marine Dr. and Pemberton Ave. using the street for overnight parking to avoid the complications of guest passes within their buildings or for units with more than one car.
- Construction personnel and finishing trades working on nearby construction projects. While this parking load is temporary, it can last over the period of 1–2 years as buildings are constructed, further contributing to the issue. This would be a significant issue if construction of the proposed development eliminates even a single parking spot.

While individually, most public streets would have the capacity to handle a portion of this traffic, in the aggregate, accessing our properties has become cumbersome and difficult. This is most difficult on young families who need to ferry children and groceries into their homes while parking a block away, as well as on people with reduced mobility (note that there are two seniors complexes located on the street). People dropping kids off at school/day-care are frequently left without a spot by the time they get back home. Older people have been ticketed whilst temporarily parked in the turn-around ball at the end of the street simply because they couldn't find close enough parking to unload groceries.

Unfortunately, on more than one occasion I've seen people resort to arguments and have even noticed residents placing cones on the street to try to reserve a parking spot near their house. It's not uncommon for cars to be double parked during loading/unloading which also reduces the width of the street and in some instances, blocking traffic.

Recognizing that development is to the overall benefit of the community, but cannot be done at the expense of the current residents, I suggest the following in relation to the current/future parking issues along the 1200 block of W. 16th St:

- a. **My understanding of the history regarding the proposed development area is that the developer has previously submitted several alternative development applications. I understand that these were largely rejected by the DNV on the basis that the parking congestion in the area would be too great. I challenge the current DNV staff to ensure they have reviewed the previous applications and identify what has changed prior to conceding to this proposal.**
- b. **I suggest there is an immediate need to institute a "restricted" parking system along the street that would, as a suggestion, allow for 24hr resident parking and limit non-resident parking to 2 hours between business hours (~7AM – 5PM).**

I realize that restricting parking on a public street is likely a last resort, but this issue is getting worse and what better time to re-evaluate the situation then in parallel to the development review process. If the DNV requires a quantitative assessment, I suggest that a parking study be completed prior to finalizing the development permit. This may also impact the final number of units/parking spots in the development.

Furthermore, if the DNV identified a process similar to the City of North Vancouver that current residents could follow to submit an application, at least we would know what steps to take independently of the proposed development.

- c. I suggest that the DNV assess the commercial parking requirements the Subaru dealership on Marine Drive. This business routinely parks vehicles on the 1200 block of W. 16th St. as well as the alley ways between Marine Drive and W. 16th St. and running north/south parallel to Pemberton Ave. This will surely impact the ability of residents of the proposed development to navigate the alleys and access underground parking.

My original correspondence with the DNV was to determine what steps were required to discuss issues related to parking congestion in this area. I hope that this development application will seriously review the implications of adding an additional 62 units to the street.

Thank you for your time, and I look forward to future correspondence/feedback on the matter.

Regards,



COMMENT SHEET
DISTRICT OF NORTH VANCOUVER

PROPOSAL: Cornerstone Architecture
1210 – 1260 West 16th Street
Application for Rezoning and Development Permit for two four-storey
residential buildings

To help us determine neighbourhood opinions, please provide us with any input you have on this project (feel free to attach additional sheets):

Pleased to see the 16th Street
will not be a thru street -
and does not much appreciate!

like buildings being screened from
street & the green space

Your Name: [REDACTED] Street Address: [REDACTED]

Please return, by mail, fax, or email by December 15 to:

Darren Veres, Development Planner

Tel: (604) 990-2487

Email: dveres@dnv.org

District of North Vancouver - Community Planning Department

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

The personal information collected on this form is done so pursuant to the *Community Charter* and/or the *Local Government Act* and in accordance with the *Freedom of Information and Protection of Privacy Act*. The personal information collected herein will be used only for the purpose of this public consultation process unless its release is authorized by its owner or is compelled by a Court or an agent duly authorized under another Act. Further information may be obtained by speaking with The District of North Vancouver's Manager of Administrative Services at 604-990-2207

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The most chaotic
continues on schedule and unimpeded is:
a) I will not be able to go outside for
10 or 2 years. The only outside door and
the only window here will be sealed off
from the street on or 2 years.
b) I have a number of pictures - I was a
very good picture painter. Pictures
shook & the vibration was almost unbearable)
I then picture was in which some of them as
the car is going to be in the street of
the street. I had to do it.
I do not know how long this will last
part of the expected 24 months project will be

Please return, by mail, fax, or email by December 15 to:

Tel: (604) 990-2487

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Planning Department
District of North Vancouver

COMMENT SHEET
DISTRICT OF NORTH VANCOUVER

PROPOSAL: Cornerstone Architecture
1210 – 1260 West 16th Street
Application for Rezoning and Development Permit for two four-storey
residential buildings

To help us determine neighbourhood opinions, please provide us with any input you have on this project (feel free to attach additional sheets):

We strongly rely on the street parking @
W 16th Street. We don't want to see ~~that~~ ^{our front door}
occupied whenever we are back home (street parking)

There are big tall trees ~~on the~~ that make the
street beautiful and, we don't want them
to be removed

Your Name: _____ Street Address: _____

Please return, by mail, fax, or email by December 15 to:

Darren Veres, Development Planner
Tel: (604) 990-2487
Email: dveres@dnv.org

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