


AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>May 30 '22</u>
<input type="checkbox"/> Other:	Date: _____


Dept.
Manager


GM/
Director


CAO

The District of North Vancouver REPORT TO COUNCIL

May 16, 2022

Case: PLN2020-00044

File: 08.3060.20/044.20

AUTHOR: Kevin Zhang, Development Planner

SUBJECT: Bylaws 8561, 8562, and 8563: Official Community Plan Amendment, Rezoning, and Housing Agreement for a Mixed-Use Development at 1310 Monashee Drive

RECOMMENDATION

THAT council do not support bylaws 8561, 8562, and 8563 as they do not adequately address district policies as outlined in the report of the development planner dated May 16, 2022.

SUMMARY

Darwin Properties Ltd. has applied on behalf of the owners of 1310 Monashee Drive to redevelop the site to create a mixed-use development with 796 m² (8,570 sq. ft.) of commercial spaces and a total of 315 residential rental units, including 32 non-market rental units guaranteed* for Capilano University students, faculty, and staff, 18 market rental units guaranteed* for Capilano University students, faculty, and staff and 265 market rental units, all of which are proposed to be available on a priority basis to Capilano University students, faculty, and staff.

Staff do not support the associated bylaws (Attachment 2, 3, and 4) for the following reasons:

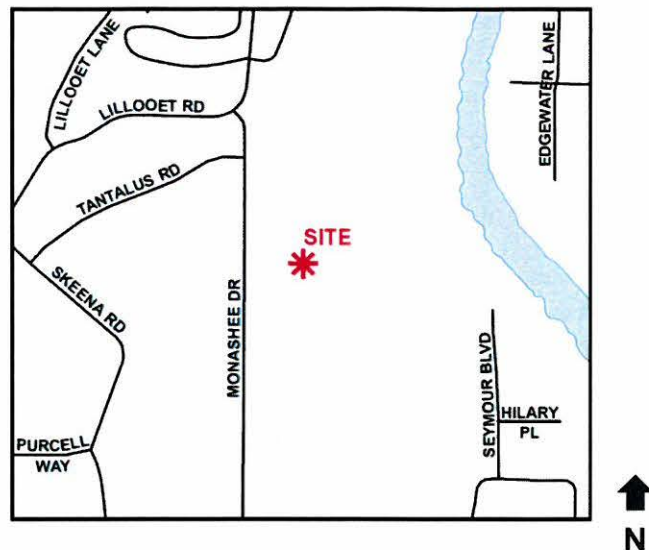
1. The shortcomings in the applicant's proposed housing agreement may limit the project's ability to provide rental housing for Capilano University students, faculty, and staff.
2. The proposed Community Amenity Contribution is not consistent with the District's Community Amenity Contribution Policy and does not adequately address the amenity needs associated with the proposed development.

* Guaranteed units with conditions set out in the Proposed Housing Agreement and as described on Page 11 of this report.

REASON FOR REPORT

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

- Bylaw 8561 to amend the Official Community Plan (OCP) for the subject properties (**Attachment 2**);
- Bylaw 8562 to rezone the subject property to add a new CD zone (**Attachment 3**); and
- Bylaw 8563 to authorize a housing agreement to secure the market and non-market rental units (**Attachment 4**).



The OCP Amendment Bylaw, Rezoning Bylaw, and Housing Agreement Bylaw are recommended for defeat by Council. A Development Permit would be forwarded to Council for consideration if the rezoning proceeds.

BACKGROUND

The development proposal for 1310 Monashee Drive was presented at the preliminary application stage at a Council Workshop on January 27, 2020. At that meeting, Council commented on a variety of issues including affordability, parking, transportation, ensuring the units were secured for students, faculty, and staff, and development feasibility. A detailed application for OCP amendment and rezoning was submitted subsequently, has been reviewed by staff, and is ready for Council consideration.

Site and Surrounding Area

The development site is approximately 11,890 m² (2.94 acres) in size and is located on the east side of Monashee Drive. Currently located on the site is Northwest Kennels, a dog-boarding facility.

The Capilano University Campus is located to the west and south of the site. This portion of the campus includes a bus loop, the Nat and Flora Bosa Centre for Film and Animation, and a new 207 room (362 bed) student housing building which recently received Development Permit issuance.

To the north are lands currently used for storage by Capilano University and to the east is natural parkland.



Aerial Image of Site



View of proposed development from Monashee Drive looking Northeast

EXISTING POLICY

Official Community Plan

The Official Community Plan (OCP) designates the site as “Parks, Open Space, and Natural Areas” (POSNA) which envisions a range of public and private uses focussed principally on the protection and preservation of ecologically important habitat areas, the regional drinking water supply, or the provision of diverse parks, outdoor recreational, or tourism opportunities.

The privately owned site has not been used historically as a park and has been in operation as a dog kennel business since the 1970s.



OCP Designation Map

The proposal does not comply with the existing OCP designation and an amendment to “Commercial Residential Mixed-Use Level 1” (CRMU1) is required. The CRMU1 OCP designation envisions a mix of commercial and residential development at a density of up to approximately 1.75 FSR (floor space ratio).

The proposal at 1.75 FSR is consistent with the following policies of the District's OCP:

- Encourage the provision of student housing at or near the campus of Capilano University (50 of the 315 units are proposed to be guaranteed* for Capilano University students, faculty, and staff);
- Encourage and facilitate a broad range of market, non-market and supportive housing; and
- Encourage the retention of existing and the development of new, rental units through development, zoning, and other incentives.

However, the District's OCP also includes policies that encourage directing multi-family development to Town and Village Centres.

* Guaranteed units with conditions set out in the Proposed Housing Agreement and as described on Page 11 of this report.

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 that 100% (315 units) of the residential units are rental in tenure (10% non-market rental units and 90% market rental units).

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.*

While not located within a Town or Village Centre, this project is located adjacent to the Capilano University campus, a major educational and employment centre on the North Shore. The rental units in this project, along with a recently approved student accommodation building across Monashee Drive, will support the housing demands of this area.

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

The residential component of the building will be built to “Step 3” of the BC Energy Step Code with a low-carbon energy system, and the commercial component will be built to “Step 3”.

Rental and Affordable Housing Strategy

The proposal has been reviewed against the District’s “Rental and Affordable Housing Strategy” below:

Goal 1: *Expand the supply and diversity of housing*

The project includes 100% rental apartments with 50 units (16%) guaranteed* for Capilano University students, faculty, and staff (with conditions).

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

All residential units are proposed to be rental in tenure (10% non-market rental units and 90% market rental units).

* Guaranteed units with conditions set out in the Proposed Housing Agreement and as described on Page 11 of this report.

Council Directions, 2019-2022

The proposed development responds to the following Council Priority Directions to 2022:

Key Issue - Mobility: *Pursuing the options we have available to reduce congestion and increase alternatives, while vigorously championing our residents' needs in dialogue with regional partners, will be our measure of success.*

By locating rental housing close to a transit hub and a regional educational and jobs destination, there are opportunities to reduce transportation demands and facilitate alternative modes of transportation, if the units are occupied by Capilano University students, faculty, and staff.

Key Issue - Housing: *Increasing housing diversity and addressing affordability through projects that deliver rental housing for low and moderate income earners and for those in need of social housing.*

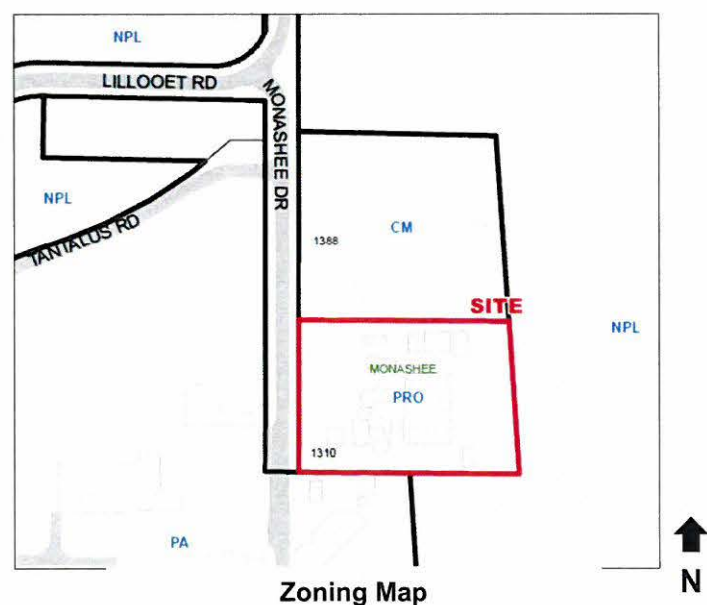
The project includes 100% rental apartments with 50 units (16%) guaranteed* for Capilano University students, faculty, and staff (with conditions). All residential units are rental in tenure (10% non-market rental units and 90% market rental units).

Key Issue - Economy: *Retaining and growing the full spectrum of businesses within the District, while building towards a complete community of jobs and housings, will be our measures of success.*

By providing rental housing adjacent to Capilano University, this proposal aims to address the housing needs of the university, as well as those of the employers located in the Lynn Creek and Maplewood neighbourhoods.

Zoning

The subject property is currently zoned Park, Recreation and Open Space Zone (PRO). Rezoning is required to accommodate the project and Bylaw 8562 proposes to create a new Comprehensive Development Zone 141 (CD141) tailored specifically to this project. The proposed CD141 zone prescribes permitted uses and zoning provisions such as a maximum gross floor area, maximum building height, minimum building setbacks, and minimum parking requirements.

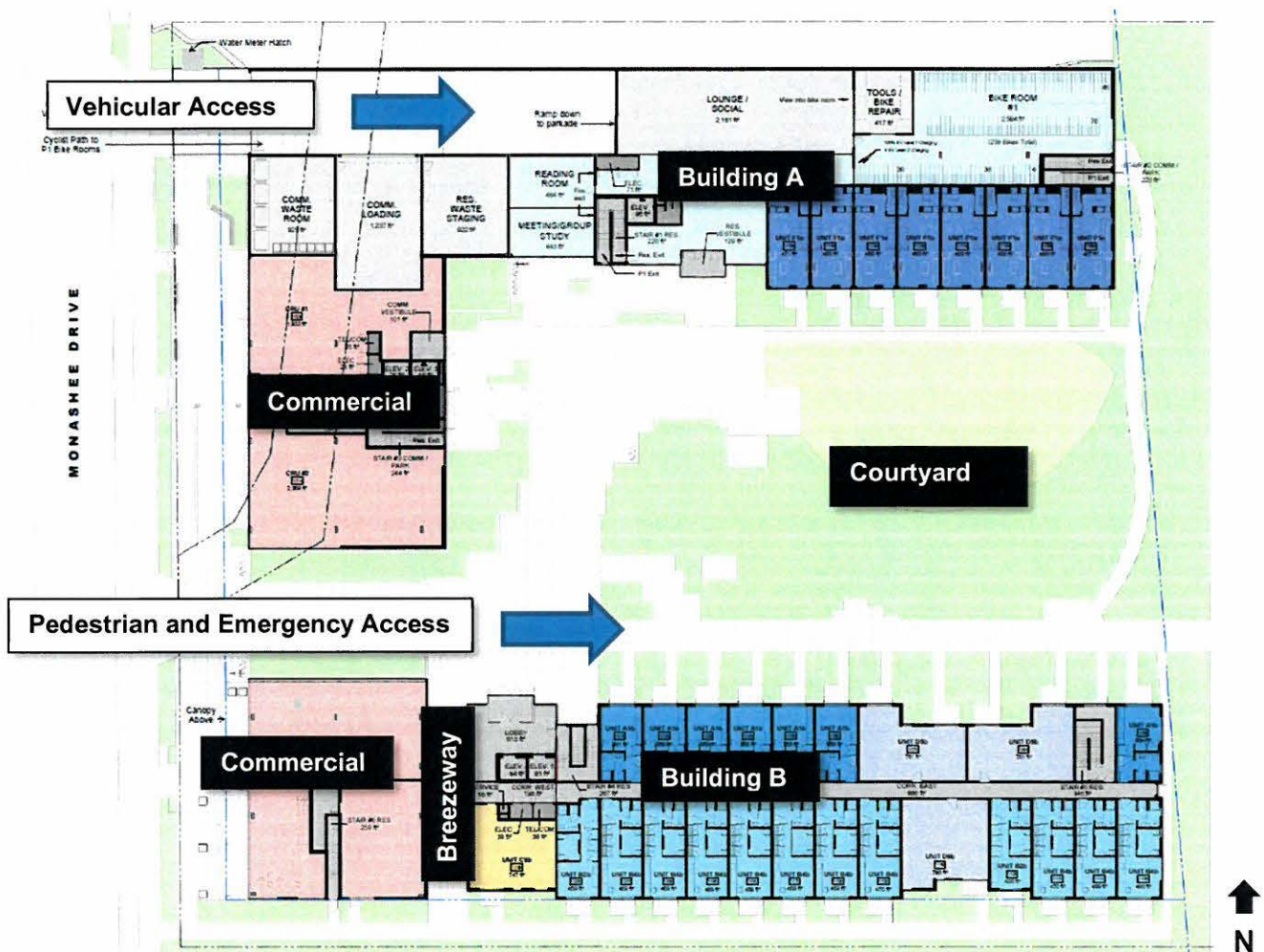


* Guaranteed units with conditions set out in the Proposed Housing Agreement and as described on Page 11 of this report.

ANALYSIS

Site Plan and Project Description

The proposal is for a mixed-use development with 796 m² (8,570 sq. ft.) of commercial space and a total of 315 residential rental units in two 6-storey buildings. Building A (northern building) will contain two commercial/retail units fronting onto Monashee Drive, a variety of resident amenity spaces, and 158 rental units. Building B (southern building) will contain one commercial/retail unit along Monashee Drive and 157 rental units. A central courtyard is connected to both Monashee Drive to the west, and parkland to the east.



Ground Level Plan



View of proposed development from Monashee Drive looking Northeast

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

	Studio	1 Bed	2 Bed	3 Bed	Total
Market Rental	60	124	50	31	265 (84%)
Cap U Guaranteed* Market Rental	5	9	3	1	18 (6%)
Cap U Guaranteed* Non-Market Rental	7	16	6	3	32 (10%)
Total	72 (23%)	148 (47%)	60 (19%)	35 (11%)	315

Approximately 30% of the total units are 2-bedrooms or larger, and considered suitable for families.

* Guaranteed units with conditions set out in the Proposed Housing Agreement and as described on Page 11 of this report.

Non-Market Rental Units

The applicant is proposing 32 non-market rental units (10% of total units) to be operated by a First Nations Housing Society, with the studio, one-bedroom, and two-bedroom units to be rented at District median rents, and the three-bed units to be rented at 14% below District median rent. These 32 units are guaranteed* for Capilano University students, faculty, and staff. The Metro Vancouver median rents (2021), District of North Vancouver median rents (2021), and proposed non-market unit rents are shown in the table below for reference.

Non-Market Rental Units	Number of Units	Metro Vancouver median rents (2021)	Proposed Rent (Comparison with Metro Median)	DNV median rents (2021)	Proposed Rent (Comparison with DNV Median)
Studio	7	\$1,300	\$1,348 (+4%)	\$1,348	\$1,348 (0%)
1 bedroom	16	\$1,400	\$1,650 (+18%)	\$1,650	\$1,650 (0%)
2 bedroom	6	\$1,720	\$2,104 (+22%)	\$2,104	\$2,104 (0%)
3 bedroom	3	\$1,952	\$2,125 (+9%)	\$2,480	\$2,125 (-14%)
Total	32				

* Guaranteed units with conditions set out in the Proposed Housing Agreement and as described on Page 11 of this report.

Market Rental Units

The remaining 283 rental units (90% of total units) are to be rented at market rents. The expected rents are listed in the table below. However, these rents are not secured in the proposed housing agreement and can fluctuate based on market conditions.

Market Rental Units	Number of Units	Metro Vancouver median rents (2021)	Proposed Rent (Comparison with Metro Median)	DNV median rents (2021)	Proposed Rent (Comparison with DNV Median)
Studio	65	\$1,300	\$1,550 (+19%)	\$1,348	\$1,550 (+15%)
1 bedroom	133	\$1,400	\$1,848 (+32%)	\$1,650	\$1,848 (+12%)
2 bedroom	53	\$1,720	\$2,825 (+64%)	\$2,104	\$2,825 (+34%)
3 bedroom	32	\$1,952	\$3,600 (+84%)	\$2,480	\$3,600 (+45%)
Total	283				

The rental tenure for all units, as well as the rental rates for the non-market units, will be secured through Housing Agreement Bylaw 8563 (Attachment 4). The Housing Agreement would also secure the details of "Priority Access" and "Guaranteed Units".

Housing Agreement

The housing agreement that is before Council for first reading is the housing agreement proposed by the Developer (the "Proposed Housing Agreement"). The intent of the Proposed Housing Agreement is to secure the following:

1. The 32 non-market rental units guaranteed* for rent by Capilano University students, faculty, and staff;
2. 18 market rental units guaranteed* for rent by Capilano University students, faculty, and staff;
3. 100% of the balance of the proposed development (265 market rental units) will be offered on a priority basis to Capilano University students, faculty, and staff for 14 days before they are offered to the general public.

* Guaranteed units with conditions set out in the Proposed Housing Agreement and as described on Page 11 of this report.

The Proposed Housing Agreement has the following four shortcomings:

1) Rental Housing Priority Access

The current proposal does not address the issue of affordability for students, faculty, and staff. 265 units (86%) within this development do not have any restrictions on rental rates. Staff does not believe that the Proposed Housing Agreement adequately addresses a situation where a future owner offers units at market rents that are not affordable to many Capilano University students, faculty, and staff.

2) Initial Lease-Up

Capilano University has advised staff that most students are looking for rental housing in August each year with a smaller number of students looking for rental housing in December. There is therefore a risk that the housing will be rented or leased out to people who are not students, faculty, and staff depending on when the development achieves occupancy and when the housing comes available to the market. The Proposed Housing Agreement attempts to address this issue by stipulating an initial availability period for Capilano University students, faculty, and staff. However, the initial availability period is limited to 75% of the units, not all of the units.

3) Capilano University Guaranteed Rental Units

Thirty-two (32) non-market rental units and Eighteen (18) market rental units (16% of total units) are intended to be rented exclusively to Capilano University students, faculty, and staff ("Guaranteed Units"). However, the Proposed Housing Agreement stipulates that this guarantee will effectively be suspended for 12 months if at least ten (10) of the Guaranteed Units have remained vacant for at least two consecutive months. In this regard, staff do not believe that the Proposed Housing Agreement adequately secures the guarantee in relation to these units. Staff are not opposed to a provision that allows for the suspension of the guarantee, provided that the trigger for the suspension is associated with general vacancy rates in the District of North Vancouver, not associated with vacancies in the proposed development itself. Also, the Proposed Housing Agreement does not breakdown the 18 market rental units by unit type.

4) Adjustment to Non-Market Rental Rate

There is a provision in the Proposed Housing Agreement that allows a future owner of the property to apply to the District's General Manager of Planning, Properties, and Permits (the "Director") to raise the non-market rents in certain circumstances. This provision is in the agreement at the applicant's request to ensure the financial viability of the development. Currently, the provision states the increase must not "exceed the then current District of North Vancouver median rents". As the building ages and the rents get closer to the District's median rents, the non-market rental rates will likely become equivalent to market rates, with no discount. Staff believe that it would be more appropriate for the maximum increase in rent under this provision be limited by Metro Vancouver median rents, not DNV median rents. Metro Vancouver median rents are

also the preferred benchmark as the District attempts to attract students, faculty, and staff from the Metro Vancouver area to reduce commuting to and from the North Shore.

Community Amenity Contribution

The District's Community Amenity Contribution (CAC) Policy outlines expectations for contributions for projects which result in an OCP amendment and increase in density. A CAC of \$1,000,000 is proposed by the applicant and is included in the proposed CD141 Zone.

Staff are not supportive of this CAC amount as it is inconsistent with the District's CAC Policy, which states that the total value of the CAC should be a maximum of 75% of the estimated increase in the market value of the land to offset the impacts associated with the OCP amendment and the density increase. The CAC package is typically a combination of cash contribution and in-kind contributions such as affordable housing, park and trail improvements, public art, and/or other public realm infrastructure improvements, all as necessary to address the impacts and needs associated with the proposed development.

Based on an independent third-party analysis of the proposal, staff believe there is significant room in the financial model of this proposal to: increase the number of non-market rental units, increase the number of rental units guaranteed* for Capilano students, faculty, and staff, and/or increase cash-contributions to constructing amenities such as other non-market units associated with the Capilano University campus, to offset the impacts of this development proposal.

Development Permits

The site is currently in the following Development Permit Areas:

- Form and Character of Commercial and Mixed-Use Buildings;
- Energy and Water Conservation and Green House Gas Emission Reduction;
- Protection of Development from Hazardous Conditions - Slope Hazard; and
- Protection of Development from Hazardous Conditions - Wildfire Hazard.

A detailed review of development permit issues, outlining the project's compliance with the applicable development permit guidelines for all four development permit areas, will be provided for Council's consideration should the application proceed through the rezoning process. A summary of each Development Permit Area and items identified in the rezoning application are provided below.

Form and Character of Commercial and Mixed-Use Buildings

The proposal is in keeping with the OCP Design Guidelines for Commercial and Mixed-Use Buildings.

* Guaranteed units with conditions set out in the Proposed Housing Agreement and as described on Page 11 of this report.

Advisory Design Panel

The application was considered by the Advisory Design Panel (ADP) on January 14, 2021 and the Panel recommended approval of the design of the project subject to resolution of the Panel comments at the Development Permit stage. Some of the Panel's comments include improving wayfinding on site, maximizing balcony sizes, and refining the garage entrance and loading areas.

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



View of proposed development from the east

Energy and Water Conservation and Green House Gas Emission Reduction

The proposal as designed is consistent with the OCP Guidelines for Energy and Water Conservation and Greenhouse Gas Emission Reduction. In addition, the applicant has considered the District's Community Energy and Emissions Plan (CEEP) and Council's declaration of a Climate Emergency.

An Energy, Water and GHG Conservation Report by Integral Group was submitted with the application. The project's energy strategy consists of the following components:

- A fossil-fuel free mechanical system for the residential units.
- The residential component of the building will be built to "Step 3" of the BC Energy Step Code with a low-carbon energy system, and the commercial component will be built to "Step 3".
- Heating will be provided by electrical baseboard heaters in residential units and heat pumps for retail spaces.
- Plumbing fixtures with flows which provide for a 20% reduction in water use.
- Efficient irrigation for landscape areas.
- Enhanced cycling facilities, a location in close proximity to transit, and support electric vehicles through provision of charging infrastructure.

Protection of Development from Hazardous Conditions - Slope Hazard

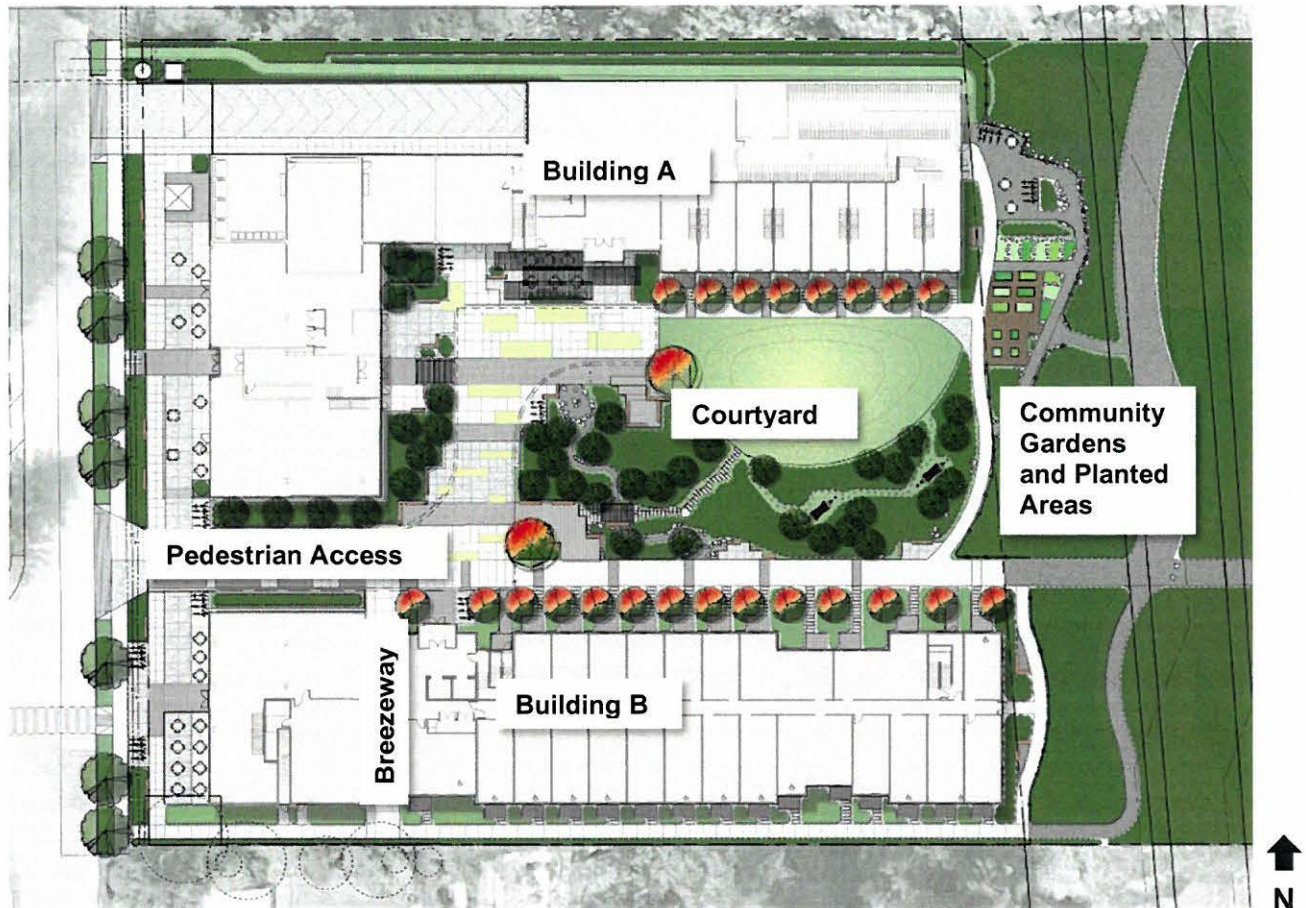
The proposed design reflects the OCP Guidelines for Protection of Development from Hazardous Conditions (Slope Hazard). A Slope Hazard Report and a Geotechnical Investigation Report by GeoPacific Consultants Ltd. was submitted with the application. The reports indicated that the land may be safely used for the use intended. The proposed development includes significant setback of 33.5m (110 ft.) from the east property line to ensure a suitable separation from the sloped area. The proposal is designed to reflect the recommendations of the consultant reports. Slope hazard protection requirements will be secured in the development covenant.

Protection of Development from Hazardous Conditions - Wildfire Hazard

The proposed design reflects the OCP Guidelines for Protection of Development from Hazardous Conditions (Wildfire Hazard). A Wildfire Hazard DP Area Assessment Report by Diamond Head Consulting Ltd. was submitted with the application. The proposal is designed to reflect the recommendations of the report. Wildfire hazard protection requirements will be secured in the development covenant.

Landscaping

A conceptual landscape plan has been submitted with the rezoning application showing concepts for the public realm areas, courtyard space, and community gardens.



Conceptual Landscape Plan

The conceptual landscape plan includes commercial patio spaces along Monashee Drive, which is connected to the courtyard via a pedestrian walkway. Within the courtyard are gathering spaces, a forested path, and a large lawn. The eastern portion of the site is free of any permanent structures due to a BC Hydro right-of-way. This area is proposed to contain seating areas, community gardens, a bike repair station, meadow planting, and pedestrian and cycling connections to local trails.

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

Accessibility

The proposal fulfils the requirements of the District's Accessible Design Policy for Multifamily Housing as 100% of the residential units (315) meet the 'Basic Accessible Design' criteria and 5% of the residential units (16) meet the 'Enhanced Accessible Design' criteria.

Vehicle Parking

Vehicle parking is proposed within one level of underground parking, with access from Monashee Drive, at the northwest corner of the site.

Part 10 of the Zoning Bylaw would require 505 parking spaces inclusive of 408 resident spaces, 79 visitor spaces, and 18 commercial spaces. The applicant has undertaken a parking needs assessment in conjunction with the District's "Alternative Vehicle Parking Rates Policy". The District's "Alternative Vehicle Parking Rates Policy" was approved in November 2020 and includes base parking rates dependent on unit mix with opportunities for parking reductions based on location if the proposal includes Transportation Demand Management (TDM) features. The proposal complies with the District's parking policy and results in a total of 210 parking spaces. The parking provision is broken down as follows:

Parking	Stalls per Residential Unit	Total Stalls
Residential	0.52	164
Shared Residential Visitor and Commercial	0.15	46
Total	0.67	210

The CD141 zone includes a maximum vehicle parking count of 225 stalls.

The applicant has submitted a Transportation Impact Assessment prepared by Bunt and Associates that supports the proposed parking rate and notes that the site is well-served by transit.

The proposed Transportation Demand Management (TDM) features include: improved access to "Class 1" (long-term) secure bicycle storage, enhanced "Class 2" (short-term) bicycle storage, bicycle maintenance facilities and workspaces, pedestrian improvements, and unbundled parking.

Proposed universal parking for the residential and commercial components of the project will comply with the District's Accessible Design Policy for Multi-Family Housing and the Zoning Bylaw. A total of 11 universal parking spaces are proposed.

The applicant is proposing to provide energized outlets capable of supporting "Level 2" charging for all of the residential parking spaces, all accessible parking stalls, and for 20% of the commercial parking spaces in accordance with the District's "Electric Vehicle Charging Infrastructure Policy".

Staff are supportive of the proposed parking plan as the site is well-served by transit, with a bus loop located immediately west and the proposal contains a robust package of TDM measures. The vehicle parking requirements are secured in the proposed CD141 zone.

Bicycle Parking and Storage

The District's "Bicycle Parking and End-of-Trip Facilities Policy" includes the following rates for bicycle parking:

- "Class 1" long-term bicycle storage spaces:
 - A minimum of 1.5 spaces for studio or one-bedroom units and a minimum of 2 spaces for two or more bedroom units; and
 - A minimum of 1 space for each 250 m² (2,691 sq. ft.) of gross floor area for commercial uses.
- "Class 2" short-term bicycle storage spaces for residential visitors:
 - 6 spaces per every 60 units or part thereof; and
 - A minimum of 3 spaces for each 500 m² (5,382 sq. ft.) of gross floor area or portion thereof for commercial patrons.

The proposed bicycle parking is compliant with the bicycle policy requirements and is shown in the table below. All secure residential and commercial bicycle storage rooms will include access to Level 1 electric bicycle charging facilities.

	Class 1 (Long Term) – Secure Bicycle Storage	Class 2 (Short Term) – Bicycle Storage	Total
Residential	530	36	569
Commercial	3	6	9
Total	533	42	578

Overall, the bicycle parking proposed, along with the proximity to transit service, will help to support alternate transportation options for residents and visitors to the project. The bicycle parking requirements are secured in the proposed CD141 zone.

Off-site improvements

The application includes improved street frontages along Monashee Drive with street tree plantings and streetlight upgrades, pedestrian lighting, curb, gutter, and paving improvements.

The estimated total value of off-site works (engineering and landscaping) is \$725,720. This estimate has been provided by the applicant and the full scope (and value) of required off-site construction will be determined through the detailed design work at the Building Permit stage.

Development Cost Charges

The project would pay District Development Cost Charges (DCCs) at the applicable rate at the time of Building Permit submission should the rezoning, and Development Permit be approved. Current DCC's are estimated at approximately \$3,200,000.

Greater Vancouver Sewage and Drainage District DCCs and TransLink DCCs will also be required.

Financial Impacts

If approved, the project will contribute the following housing amenities, off-site works, and DCC's:

- 32 non-market rental units guaranteed* for Capilano University students, faculty, and staff;
- 18 market rental units guaranteed* for Capilano University students, faculty, and staff;
- A CAC of \$1,000,000;
- Off-site works currently estimated at approximately \$725,720; and
- DCCs estimated at \$3,200,000.

Concurrence

The project has been reviewed by staff from Development Planning, Building, Business Licencing, Fire and Rescue Services, Community Planning, Streetscape Design, Environment, Development Engineering, Public Art, Construction Traffic Management, Real Estate and Properties, Parks, and Legal departments.

A copy of the application materials along with requests for comments have been sent to School District 44, Metro Vancouver, Capilano University, and BC Hydro. No concerns with the development proposal have been expressed by these organizations.

* Guaranteed units with conditions set out in the Proposed Housing Agreement and as described on Page 11 of this report.

Construction Traffic Management Plan

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

The Plan must outline how the applicant will coordinate with other projects in the area to minimize construction impacts on pedestrian and vehicle movement along Monashee Drive and surrounding roadways. Road closures will only be approved for the roadworks and service main upgrades. The CTMP is required to be approved by the District prior to issuance of a building permit.

In particular, the Construction Traffic Management Plan must:

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

Public Input

Public Information Meeting

The applicant held a Virtual Public Information Meeting for a two-week period starting on April 6, 2021.

Notices were distributed to neighbours in accordance with the District's policy on Non-Statutory Public Consultation for Development Applications. Three signs were placed on the property and nearby arterial roads to notify passersby of the meeting, and advertisements were placed in the North Shore News. A webpage was established for this project on the District's website.

The meeting was attended by approximately 123 residents. Some community members supported the introduction of commercial and rental housing units close to the university campus, while others expressed concerns related to affordability to students, potential impacts to sloped areas, environmental impacts, and potential increased traffic and parking demands in the area. The redacted public input is attached as Attachment 5.

Capilano Students' Union

Capilano Students' Union have provided feedback on this proposal (Attachment 6). While there was general support for a mixed-use development providing housing options close to the campus, there were concerns regarding the affordability of rents (both market and non-market) to students and a desire for greater assurance that Capilano University students will truly be prioritized.

Capilano University

Capilano University has provided two letters of support for this proposal (Attachment 7 and 8). In particular, it is noted that this proposal may not only provide rental housing for students, faculty, and staff, but also potentially reduce commutes related to the university.

IMPLEMENTATION

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

Bylaw 8561 (Attachment 2) amends the OCP designation of this site from "Parks, Open Space, and Natural Areas" (POSNA) to "Commercial Residential Mixed-Use Level 1" (CRMU1).

Bylaw 8562 (Attachment 3) rezones the subject site from PRO to a new Comprehensive Development Zone 141 (CD141) which:

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

Bylaw 8563, (Attachment 4) authorizes the District to enter into a Housing Agreement to secure the market and non-market rental units.

A legal framework will be required to support the project and it is anticipated that a development covenant will be used to secure items such as the details of off-site servicing, stormwater management, registration of a housing agreement, and construction timing requirements.

CONCLUSION

This project assists in the implementation of the District's Official Community Plan and Official Community Plan Action Plan objectives by providing rental housing and commercial services adjacent to Capilano University. However, there are shortcomings related to the specifics of the proposed housing agreement and proposed Community Amenity Contribution. The OCP amendment and rezoning proposal is now ready for Council's consideration.

OPTIONS

The following options are available for Council's consideration:

1. Do Not Support: That Council do not support Bylaws 8561, 8562, and 8563 as they do not adequately address District policies as outlined in the report of the Development Planner dated May 16, 2022, (staff recommendation);
2. Proceed: Introduce Bylaws 8561, 8562, and 8563 and refer Bylaw 8561 and 8562 to a Public Hearing. By choosing this option, Council moves the following motions:

THAT "District of North Vancouver Official Community Plan 7900, 2011 Amendment Bylaw 8561, 2022 (Amendment 47)" is given FIRST Reading;

AND THAT "District of North Vancouver Rezoning Bylaw 1416 (Bylaw 8562)" is given FIRST Reading;

AND THAT "Housing Agreement Bylaw 8563, 2022 (1310 Monashee Drive – Market and Non-Market Rental Housing)" is given FIRST Reading;

AND THAT pursuant to Section 475 and Section 476 of the Local Government Act, additional consultation is not required beyond that already undertaken with respect to Bylaw 8561;

AND THAT in accordance with Section 477 of the Local Government Act, Council has considered Bylaw 8561 in conjunction with its Financial Plan and applicable Waste Management Plans;

AND THAT Bylaw 8561 and Bylaw 8562 are referred to a Public Hearing.

3. Revise: Introduce Bylaws 8561, 8562, and 8563 and refer Bylaw 8561 and 8562 to a Public Hearing with revisions to the proposal as requested by Council; or
4. Defer: Refer the project back to staff for further discussion with the applicant.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Kevin Zhang', with a long horizontal stroke extending to the right.

Kevin Zhang
Development Planner

ATTACHMENTS

1. Architectural and Landscape Plans
2. District of North Vancouver Official Community Plan 7900, 2011 Amendment Bylaw 8561, 2022 (Amendment 47)
3. District of North Vancouver Rezoning Bylaw 1416 (Bylaw 8562)
4. Housing Agreement Bylaw 8563, 2022 (1310 Monashee Drive – Market and Non-Market Rental Housing)
5. Redacted Public Input from Virtual Public Information Meeting
6. Capilano Students' Union feedback (5607112)
7. Capilano University Letter of Support 2020 (4573404)
8. Capilano University Letter of Support 2019 (5606018)

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

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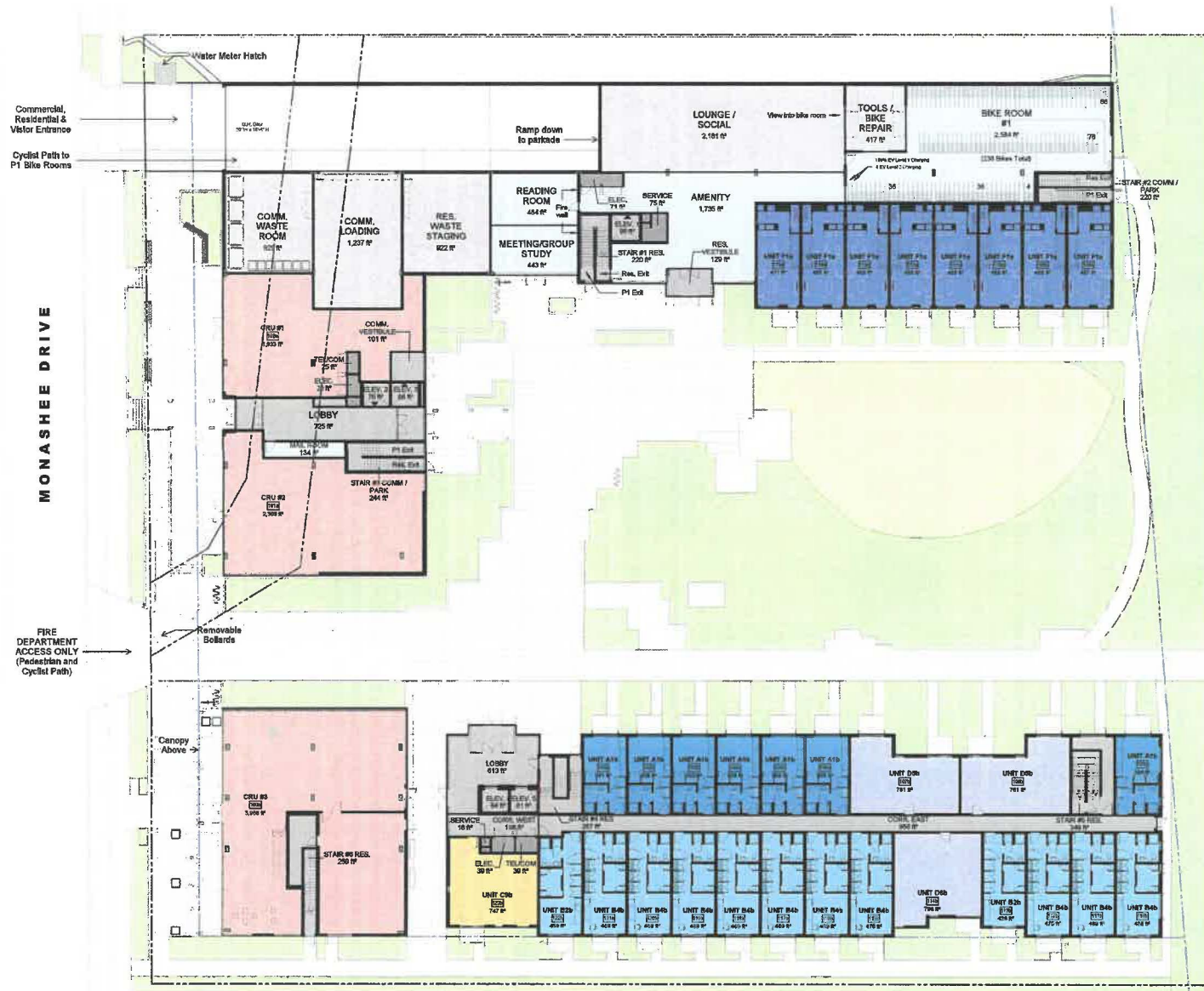
BUILDING DESIGN

VISUALISATION MONASHEE DRIVE



BUILDING DESIGN
VISUALISATION COURTYARD





TKA+D ARCHITECTURE + DESIGN INC.
Residences at CapU

Bldg A + B Level 1

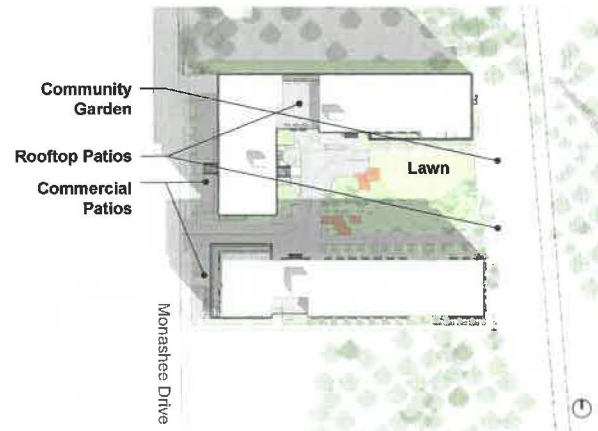
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A101

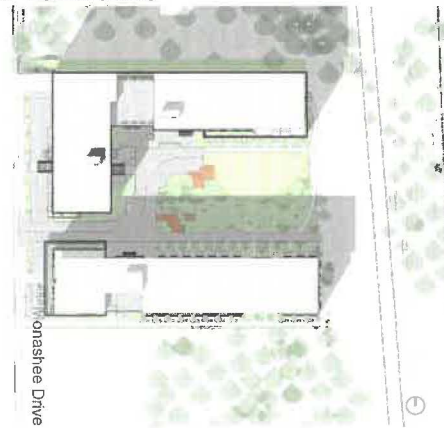


① **Bldg A + B - Level 1**
1/16" = 1'-0"

BUILDING DESIGN
SHADOW STUDY



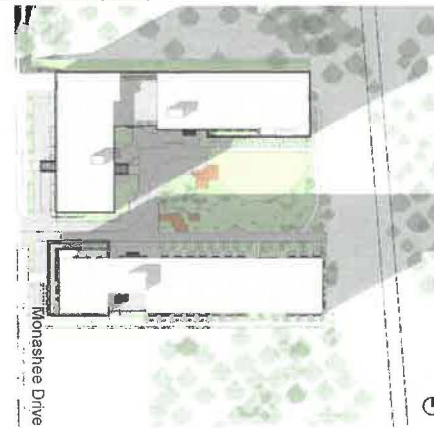
Shadow Analysis - Equinox (10am)



Shadow Analysis - Equinox (2pm)

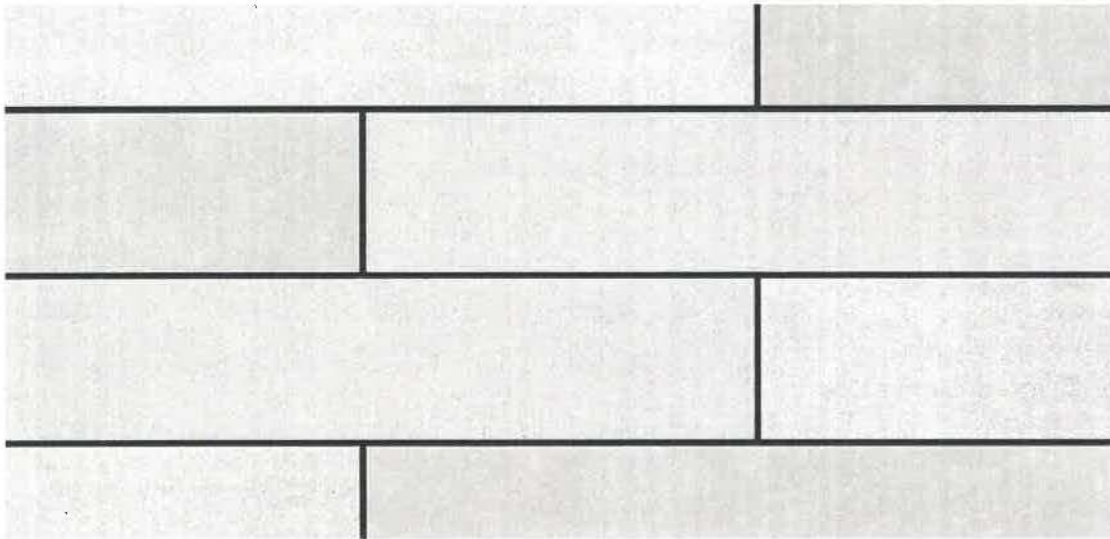


Shadow Analysis - Equinox (Noon)



Shadow Analysis - Equinox (4pm)

BUILDING DESIGN
MATERIAL PALETTE



Fibre-reinforced Cementitious Facade Panel - Light grey



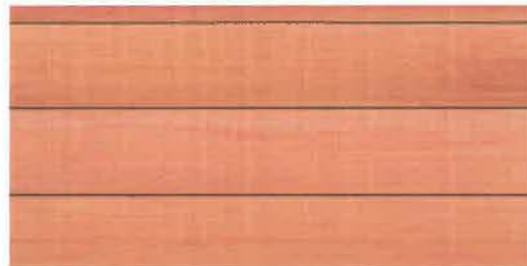
Metal Facade Panel Narrow



Metal Facade Panel Wide



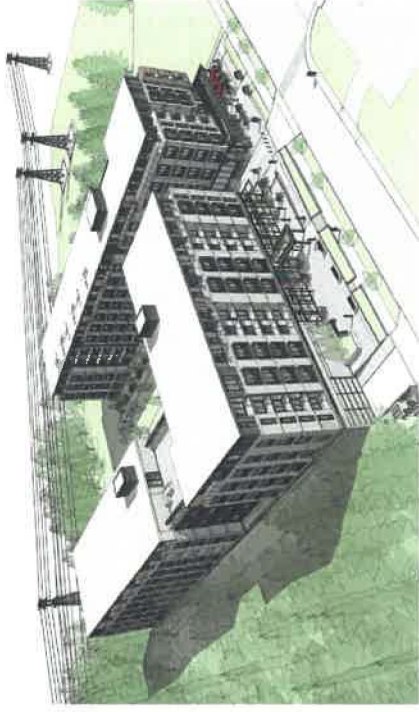
Architectural Concrete Finish



Wood Soffit



Metal Accent Panel - Charcoal



An architectural rendering of a modern, multi-story building complex. The building features a central courtyard and is surrounded by lush greenery and a road. The rendering is presented in a vertical orientation, rotated 90 degrees clockwise from its original horizontal position.

An aerial photograph of a large, modern, multi-story building complex, likely a university or government building. The building is composed of several interconnected wings with a grid-like facade of windows. It is surrounded by lush green trees and vegetation. In the foreground, there are some smaller structures and what appears to be a parking area or road. The overall scene is a high-angle view looking down on the building and its immediate surroundings.

③ Missing SE





① 3D View - Buildings A + B (Southwest)



⑤ 3D View - Building A (Courtyard Entries)



⑥ 3D View - Building A (West)



④ 3D View - Building A (Streetside Patio)

TKA+D
DARWIN



6 OCT 10, 2021 Issued for Rezoning Re-Submission
5 DEC 21, 2020 Revised for ADP Review
4 DEC 19, 2020 Issued for ADP Review
3 OCT 28, 2020 Issued for Detailed Planning Application for Rezoning & OCP Amendment

TKA+D ARCHITECTURE + DESIGN INC.
1000 PNECUM STREET, VANCOUVER, BC V6T 4B2
Residences at CapU
1310 Monashee Drive,
North Vancouver, BC
Perspectives (Bldg A)
PLOT DATE: JAN 2021 9:00 AM PM
A011



① 3D View - Building B (Entrance)



③ 3D View - Building B (Southwest 1)



② 3D View - Building B (Southwest 3)



⑤ 3D View - Building B (Northwest)



2021-09-14
Issued to Planning Subcommittee
5 00021
4 00021
3 00021
Issued for Public Planning Application for
Recording & CDS Amendment





① **Building A - South**
1/16" = 1'-0"

TKA+D
DARWIN

- KEY**
- CIPC CAST IN PLACE CONCRETE
 - CIPC-2 CAST IN PLACE CONCRETE TYPE 2 W/ FORM LINER
 - CPY CANOPY - TYPE 1 GLASS W/ STEEL STRUCTURE
 - CW1 CURTAIN WALL - TYPE 1
 - FCP FIBRE-REINFORCED CONCRETE PANEL
 - GL1 GLAZING - TYPE 1 W/ CHARCOAL FRAME, SUNSHADES, AND PRE-FINISHED METAL PANELS WHERE SHOWN
 - MC-1 METAL CLADDING - TYPE 1 CHARCOAL
 - MC-2 METAL CLADDING - TYPE 2 VERTICAL BOARD CHARCOAL
 - MC-3 METAL CLADDING - TYPE 3 WOOD FINISH NATURAL
 - OHD OVERHEAD DOOR
 - RG GLAZED RAILING



② **Building A - West**
1/16" = 1'-0"



③ **Building A - East**
1/16" = 1'-0"



2021-10-14

- 6 OCT 12, 2001 Issued for Rezoning Re-Submission
- 6 DEC 21, 2003 Revised for ADP Review
- 4 DEC 15, 2003 Issued for ADP Review
- 3 OCT 28, 2020 Issued for Detailed Planning Application for Rezoning & OCP Amendment



④ **Building A - North**
1/16" = 1'-0"

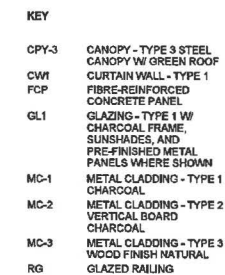
TKA+D ARCHITECTURE + DESIGN INC.
1100 PARKWAY STREET, VANCOUVER, BC V6E 4P6
Residences at CapU

1310 Monasthee Drive,
North Vancouver, BC

Elevations (Building A)

Scale: 1/16" = 1'-0"
1/16" = 1'-0"

A300



2021-10-

6	OCT 12, 2021	Issued for Rezoning Re-Submission
5	DEC 21, 2020	Revised for ADP Review
4	DEC 15, 2020	Issued for ADP Review
3	OCT 28, 2020	Issued for Detailed Planning Application for Rezoning & OCP Amendment

TKA+D ARCHITECTURE + DESIGN INC.

Residences at CapU

1310 Monashee Drive,
North Minneapolis, MN

Elevations (Building B)

09/07/2018 16:04:20

A301

RESIDENCES AT CAPU - DETAILED APPLICATION FOR REZONING

OCT 07, 2021

Site Plan Materials And Legend



LEGEND

- | | | |
|-------------------------------|-----------------------------------|--|
| 1. Potential Art Location | 10. Bridge | 19. Environmental Fence |
| 2. Street Trees Typ. | 11. Raised Deck / Overlook | 20. Bike Repair Station |
| 3. Fire Truck Route | 12. Gathering Tree | 21. Small Seating Area |
| 4. Outdoor Commercial Seating | 13. Forest Path | 22. Community Gardens |
| 5. Parkade Ramp | 14. Small Ornamental Tree Typ. | 23. Raised Gardens |
| 6. Trellis | 15. West Coast Forest Planting | 24. Meadow Planting |
| 7. Trellis Cafe Seating | 16. Lawn Typ. | 25. BC Hydro Service Road |
| 8. Medium sized Trees | 17. Stump / Hammock Forest Path | 26. Connection to North Shore Trail System |
| 9. Dry Creek | 18. Private Unit Entrance / Patio | 27. Campus Connection |

FORMA DESIGN INC.

Note: Street lighting to be finalized once DNV has sorted through the existing lighting and future servicing situation

DARWIN



VDZ+A
LANDSCAPE ARCHITECTS

RESIDENCES AT CAPU - DETAILED APPLICATION FOR REZONING

OCT 07, 2021

Rooftop plan



LEGEND



DARWIN

Scale
0 5 10 17.5 25 37.5m



FORMA DESIGN INC.

VDZ+A
LANDSCAPE ARCHITECTURE • CIVIL ENGINEERING • LIGHTING DESIGN

The Corporation of the District of North Vancouver**Bylaw 8561**

A bylaw to amend District of North Vancouver
Official Community Plan Bylaw 7900, 2011

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

Citation

1. This bylaw may be cited as "District of North Vancouver Official Community Plan 7900, 2011 Amendment Bylaw 8561, 2022 (Amendment 47)".

Amendments

2. District of North Vancouver Official Community Plan Bylaw 7900, 2011 is amended as follows:
 - a) Map 2 Land Use: as illustrated on Schedule A, by changing the land use designation of the property on Map 2 from "Parks, Open Space, and Natural Areas" (POSNA) to "Commercial Residential Mixed-Use Level 1" (CRMU1).

READ a first time

PUBLIC HEARING held

READ a second time

READ a third time

ADOPTED

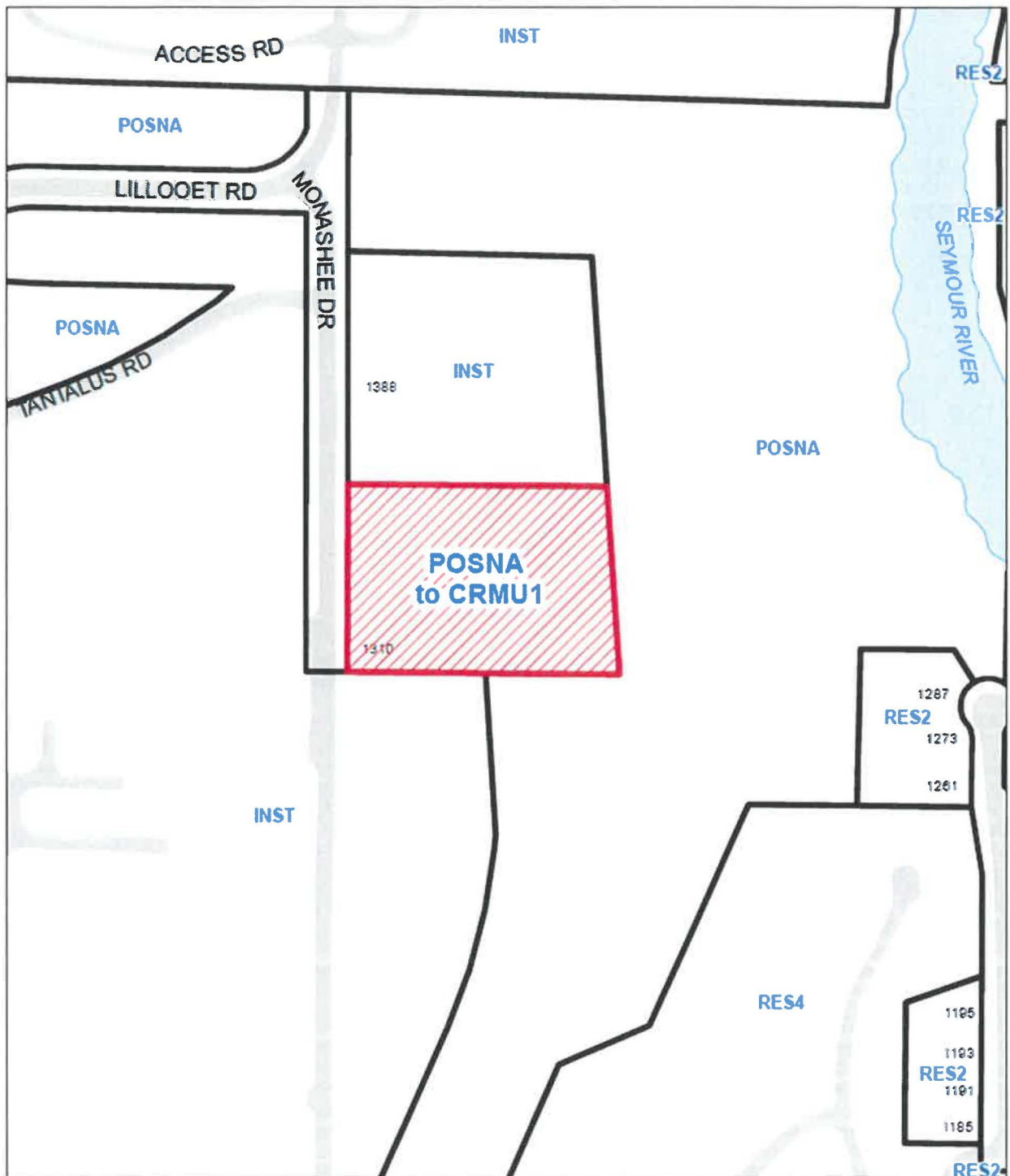
Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8561



**1310 Monashee Drive
OCP Amendment from POSNA to CRMU1**



Published: March 28, 2022

Document: 5547000

The Corporation of the District of North Vancouver**Bylaw 8562**

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 1416 (Bylaw 8562)".

2. Amendments

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

(a) Part 2A, Definitions is amended by adding CD141 to the list of zones that Part 2A applies to.

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

"4B 141 Comprehensive Development Zone 141 CD141"

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

"4B 141 Comprehensive Development Zone 141 CD141"

The CD141 zone is applied to:

1. LOT B BLOCK 13 DISTRICT LOT 620 PLAN 14068

4B 141 - 1 Intent

The purpose of the CD141 Zone is to establish specific land use and development regulations to permit a commercial and rental residential mixed-use development.

4B 141 - 2 Permitted Uses

The following *principal* uses shall be permitted in the CD141 Zone:

a) Uses Permitted Without Conditions:

- i) Not applicable.

b) Conditional Uses:

The following *principal* uses are permitted when the conditions outlined in Section 4B 141 - 3 Conditions of Use, are met:

- i) residential use;
- ii) restaurant use;
- iii) office use;
- iv) retail use; and
- v) service use.

4B 141 - 3 Conditions of Use

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

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

b) **Residential:** *Residential uses* are only permitted when the following conditions are met:

- i) Each residential unit has access to private or semi-private outdoor space.
- ii) Balcony enclosures are not permitted.
- iii) Residential uses are only permitted when a minimum of 789 m² (8,495 sq. ft.) and maximum of 929 m² (10,000 sq. ft.) of commercial space is provided.

c) **Restaurant use, office use, retail use, and service use** are only permitted when the following conditions are met:

- i) *Restaurant use, office use, retail use, and service use* are only permitted on the first floor of buildings.

- ii) *Restaurant use, office use, retail use, and service use* gross floor areas combined must not exceed 929 m² (10,000 sq. ft.)

4B 141 - 4 Accessory Use

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

4B 141 - 5 Density

- a) The maximum permitted density is limited to a floor space ratio (FSR) of 0.05 and zero residential units;
- b) For the purpose of calculating *gross floor area*, the following are exempted:
 - i. Parking, storage, mechanical, maintenance areas and any other areas located below grade in a structure which has an exposed exterior wall less than 1.2 m (4 ft.) above finished grade;
 - ii. Unenclosed balcony areas; and
 - iii. Indoor amenity spaces in accordance with "Table 1".

Table 1	
Exempted Area (in accordance with Figure 1)	Maximum Exempted Floor Area
Building A Reading Room	45.5 m ² (490 sq. ft.)
Building A Meeting/Group Study	41.8 m ² (450 sq. ft.)
Building A Amenity	145.9 m ² (1,570 sq. ft.)
Building A Lounge/Social	204.4 m ² (2,200 sq. ft.)
Building A Bike Repair	41.8 m ² (450 sq. ft.)
Building A Bike Room	241.5 m ² (2,600 sq. ft.)
Building A Upper Lounges	156.8 m ² (1,688 sq. ft.)
Total	877.7 m² (9,448 sq. ft.)

4B 141 - 6 Amenities

- a) Despite Subsection 4B 141 - 5, the maximum permitted *gross floor area* is increased to 20,808 m² (223,970 sq. ft.) and maximum of 315 residential units if the owner:
- i) Contributes \$1,000,000 to the municipality to be used for any of the following amenities (with allocation and timing of expenditure to be determined by the municipality in its sole discretion): the affordable housing fund; public art; natural environment, park, trails, pedestrian or other public realm or infrastructure improvements, including flood protection; and/or municipal, recreation or community services, or social service facility or improvements; and
 - ii) Enters into a Housing Agreement with the District, securing market and non-market residential rental units.

4B141 - 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 or canopy columns, alcove projections or projecting balconies, with said projecting balconies not to exceed a depth of 2 m (6.5 ft.) all as established by development permit and in accordance with "Table 2".

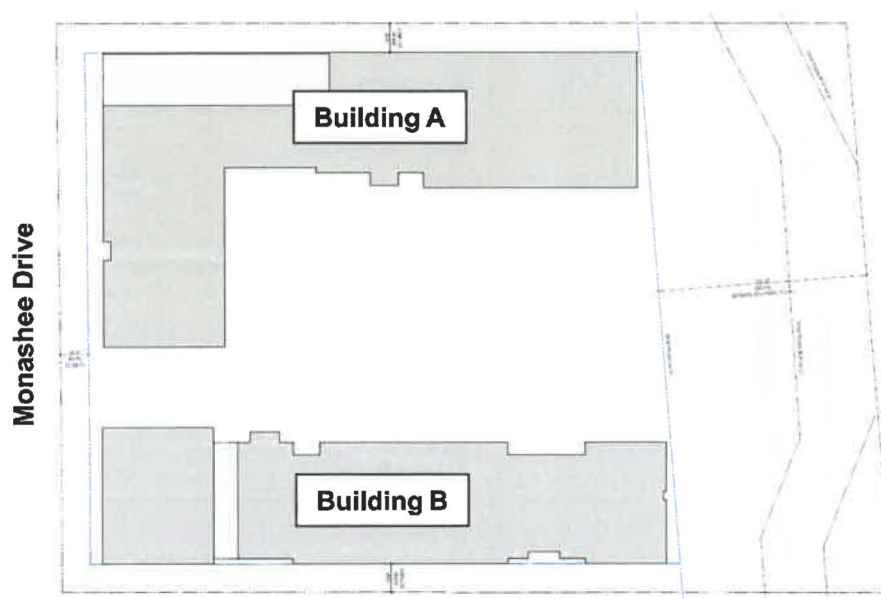
Table 2	
Setback Identifier	Minimum Setback
North	4.6 m (15 ft.)
South	4.6 m (15 ft.)
East	33.5 m (110 ft.)
West	4.6 m (15 ft.)

4B141 - 8 Height

- a) The maximum permitted height for any building in the CD141 Zone, shall be regulated by geodetic elevation as follows, with specific building height provisions based on “Table 3” and “Figure 1”.

Table 3		
Building	Maximum Height (geodetic elevation)	Maximum Storeys
Building A	114.6 m (376.0 ft)	6
Building B	111.9 m (367.1 ft)	6

Figure 1



- b) In addition to Part 4 General Regulations, Section 407 Height Exceptions, the following height exceptions shall apply in the CD141 zone: Elevator penthouses, rooftop access stairwells and vestibules, architectural appurtenances, roof deck guard rails, heating, cooling, ventilation and other mechanical equipment required for building operations are permitted above the maximum height limit, provided they are completely screened and integrated into the building's design and do not extend more than 4.9 m (16.1 ft.) above the highest point of the roof surface.

4B 141 – 9 Coverage

- a) Building Coverage: The maximum building coverage is 50%.
- b) Site Coverage: The maximum site coverage is 55%.

4B 141 – 10 Landscaping and Storm Water Management

- a) All land areas not occupied by buildings, patios, driveways, and walkways shall be landscaped in accordance with a landscape plan approved by the District of North Vancouver.
- b) A 2 m (6.6 ft.) high screen consisting of a solid fence, or landscaping, or a combination thereof, with minimum 90% opacity, is required to screen from view:
 - i) any utility boxes, vents or pumps that are not located underground and/or within a building; and
 - ii) any solid waste (garbage, recycling, compost) or loading areas or facilities that are not located underground and/or within a building, with the exception of any at-grade temporary staging areas for solid waste containers.

4B 141 – 11 Parking, Loading and Servicing Regulations

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

- a) Parking shall be provided on the basis of "Table 4" below:

Table 4	
Residential	0.521 spaces per dwelling unit inclusive of 0.035 spaces per dwelling unit for use by persons with disabilities
Shared Commercial and Residential Visitor Parking	46 spaces

The total maximum vehicle parking spaces permitted is 225 spaces.

b) Bicycle storage shall be provided in accordance with Table 5 below.

Table 5		
	Class 1 (Long Term) – Secured Individual Bicycle Storage Spaces	Class 2 (Short Term)
Residential	A minimum of 1.5 spaces for studio or one-bedroom unit and a minimum of 2 spaces for two or more bedroom unit.	6 spaces per every 60 units or portion thereof.
Commercial	A minimum of 1 space for each 250 m ² (2,691 sq. ft.) of gross floor area.	A minimum of 3 spaces for each 500 m ² (5,382 sq. ft.) of gross floor area or portion thereof.

c) Except as specifically provided in 4B141 - 10 (a) and (b), parking and loading shall be provided in accordance with Part 10 of this Bylaw."

(d) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from the "Park, Recreation and Open Space Zone" (PRO) to "Comprehensive Development Zone 141 (CD141)."

READ a first time

PUBLIC HEARING held

READ a second time

READ a third time

ADOPTED

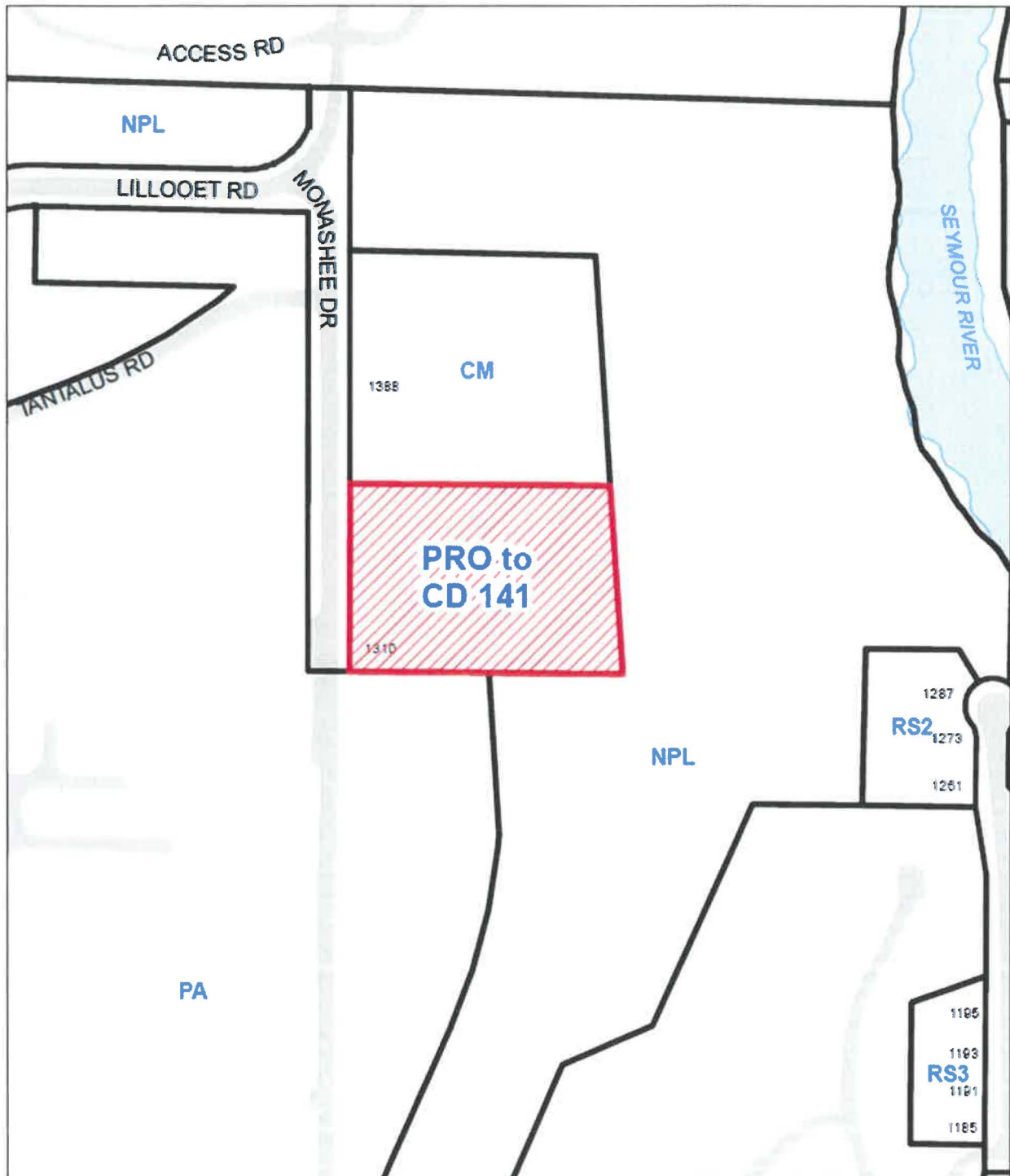
Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8562



**1310 Monashee Drive
Zoning Amendment from PRO to CD 141**



Published: March 28, 2022

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The Corporation of the District of North Vancouver**Bylaw 8563**

A bylaw to enter into a Housing Agreement (1310 Monashee Drive)

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 8563, 2022 (1310 Monashee Drive – Market and Non-Market Rental Housing)".

2. Authorization to Enter into Agreement

The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and 1310 Monashee Project Nominee Ltd. substantially in the form attached to this Bylaw as Schedule "A" with respect to lands in the District of North Vancouver legally described as PID: 007-955-316, Lot B Block 13 District Lot 620 Plan 14068.

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 8563

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

THIS AGREEMENT dated for reference the __ day of _____, 2022

BETWEEN:

1310 MONASHEE PROJECT NOMINEE LTD., a company
incorporated under the federal laws of Canada having an office at
404 – 197 Forester Street, North Vancouver, BC V7H 0A6

(the “Developer”)

AND:

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

(the "District")

WHEREAS:

- A. The Developer is the registered owner in fee simple of lands in the District of North Vancouver, British Columbia legally described in Item 2 of the Form C General Instrument Part 1 to which this Agreement is attached and which forms part of this Agreement (the “Land”);
- B. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the District in respect of the use of land, construction on land or the subdivisions of land;
- C. Section 483 of the *Local Government Act* permits the District to enter into a housing agreement with an owner of land, which agreement may include terms and conditions regarding the occupancy, tenure and availability of dwelling units located on the Land;
- D. The elected council of the District has adopted Housing Agreement Bylaw 8563, 2022 authorizing the District to enter into this Agreement; and
- E. The Developer and the District wish to enter into this Agreement to restrict the subdivision and use of, and construction on, the Land on the terms and conditions of this agreement, to have effect as both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 483 of the *Local Government Act*.

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

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

- (a) “*Affordable Rental Units*” means collectively the seven (7) studio Dwelling Units, 16 one bedroom Dwelling Units, six (6) two bedroom Dwelling Units, and three (3) three bedroom Dwelling Units shown in Schedule “A”, provided that the Owner may from time to time, subject to obtaining the prior written approval of the Director substitute other Dwelling Units in the Buildings as the Affordable Rental Units in place of the Dwelling Units shown on Schedule “A”, provided that the mix of the types of Affordable Rental Units does not change and the aggregate number of Affordable Rental Units in the Buildings will always be no less than 32. The Director’s approval of a proposed substitute Dwelling Unit will not be withheld provided that the proposed substitute Dwelling Unit is, in the reasonable opinion of the Director, at least equal to the Dwelling Unit being substituted in type, size, quality and condition;
- (b) “*Annual Allowable Adjustment*” means an increase in the Maximum Rate for an Affordable Rental Unit once each calendar year by the lesser of:
 - (i) the 12 month average percent increase in the Consumer Price Index for the previous calendar year; or
 - (ii) the annual rent increase amount provided for in the *Residential Tenancy Act* and regulations made thereunder; or
 - (iii) the average percent increase over the previous calendar year in the rent charged for the Market Rental Units of similar type and size which are occupied at any time during the previous calendar year.

If the 12 month average percent change in the Consumer Price Index for any calendar year is less than zero then the Maximum Rate for the following year must not be increased, but may be decreased at the Owner’s discretion;
- (c) “*Approving Officer*” means the approving officer for the District appointed under the *Land Title Act*;
- (d) “*Buildings*” means the two (2) buildings on the Land contemplated by Development Permit No. _____ and by the Development Covenant and each, a “Building”;
- (e) “*Consumer Price Index*” means the all-items consumer price index published by Statistics Canada, or its successor in function, for British Columbia (based on a calendar year);

- (f) “*Development Covenant*” means the covenant under section 219 of the *Land Title Act* dated for reference _____, 20__ granted by the Owner to the District and registered at the LTO against the Land under number CA _____;
- (g) “*Director*” means the District’s General Manager of Planning, Permits and Properties and his or her designate;
- (h) “Discount” means, the actual discount between the average of the rental rates under the residential tenancy agreements for the Affordable Rental Units of a certain type and the average of the rental rates under the residential tenancy agreements for the Market Rental Unit, at such time, always on a same type basis;
- (i) “*Discounted Rental Rate*” means for each Affordable Rental Unit and subject to section 13:
 - (i) for the calendar year in which a certificate of final occupancy is issued for the Building which contains such Affordable Rental Unit by the District, the amount set out in Schedule “B” for the applicable Affordable Rental Unit increased by the Annual Allowable Adjustment from the calendar year in which this Agreement is executed and delivered by both parties until the calendar year in which the final occupancy permit is issued for such Building; and
 - (ii) for each subsequent calendar year, an amount not greater than the rent for the preceding calendar year increased by the Annual Allowable Adjustment for such preceding calendar year;
- (j) “*Dwelling Unit*” has the meaning given to it in the Zoning Bylaw;
- (k) “*Eligibility Requirements*” means:
 - (i) aggregate annual household gross income that is less than or equal to 333% of the annual rent for the type of Affordable Rental Unit proposed to be rented (which rent, for greater certainty, may not be greater than the Maximum Rate for the unit), where said aggregate income is established by way of true copies of the previous year’s income tax returns for each household member or individual who will reside in the Affordable Rental Unit provided, however, a person will be deemed not to meet the Eligibility Requirements if the Owner has reasonable grounds to believe that such person is not in need of subsidized housing (e.g. seniors with a substantial assets or students with financial support from parents) even if such person would otherwise meet the criteria set out above; and
 - (ii) a household size and composition that is commensurate with and justifies the types of the subject Affordable Rental Unit. For example, a household consisting of two (2) adults would not be commensurate with and would not justify a three-bedroom Affordable Rental Unit;

- (l) “Force Majeure” means any governmental order or embargo (provided that such order was not issued as the result of any act or fault of the Owner, or of any one employed by it directly or indirectly), fire or explosion, flood, wind, water, earthquake, snowfall, inclement weather affecting construction conditions, act of God, epidemic, pandemic or other similar circumstances beyond the reasonable control of the Owner and not avoidable by the exercise of commercially reasonable effort or foresight by the Owner;
- (m) “Land” has the meaning given to it in Recital A hereto;
- (n) “LTO” means the Lower Mainland Land Title Office and any successor of that office;
- (o) “Market Rental Units” means all of the Dwelling Units in the Buildings which are not Affordable Rental Units;
- (p) “Maximum Rate” means the Discounted Rental Rate for each Affordable Rental Unit or another rental rate for each Affordable Rental Unit that is consented to in writing in advance by the Director pursuant to section 4 herein;
- (q) “Owner” means the Developer and any other person or persons registered in the LTO as owner of the Land from time to time, or of any parcel into which the Land are consolidated or subdivided, whether in that person’s own right or in a representative capacity or otherwise;
- (r) “Proposed Development” has the meaning given to it in the Development Covenant;
- (s) “Society” means a registered housing society approved in writing by the District;
- (t) “Zoning Amendment Bylaw” means District of North Vancouver Rezoning Bylaw 1416 (No. 8562); and
- (u) “Zoning Bylaw” means the District of North Vancouver Zoning Bylaw No. 3210, 1965 as modified by the Zoning Amendment Bylaw and as further amended, consolidated, re-enacted or replaced from time to time.

2. **No Subdivision** – Except as set out herein, the Land and any improvements from time to time thereon (including without limitation the Buildings), may not be subdivided by any means whatsoever, including, without limitation, by subdivision plan, strata plan, fractional interest, lease or otherwise. Despite the foregoing:

- (a) the Land may be subdivided to create one air space parcel for the portion of the Proposed Development required for the Affordable Rental Units, one air space parcel for the commercial portion(s) of the Buildings, and a remainder parcel for the balance for the Land; or

- (b) the Proposed Development on the Land may also be subdivided under the Strata Property Act to create 3 strata lots, one for the Market Rental Units, one for the Affordable Rental Units, and one for the commercial portion(s) of the Buildings,

provided always that the development on the Land (including the Buildings) and the proposed air space subdivision or strata subdivision, as the case may be, comply with the Zoning Bylaw and with all requirements set out in the Development Covenant and in Development Permit No. [REDACTED].

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

3. **The Housing Society** – No building or structure on the Land shall be occupied for any purpose and the District shall not issue any occupancy permit in respect of any building or structure on the Land, and the Owner shall not offer for rent any Affordable Rental Units or Market Rental Units in the Buildings or enter into any residential tenancy agreements in respect of any said Dwelling Units, unless and until the Owner has:
 - (a) entered into a lease, licence or operating agreement with the Society in respect of the Affordable Rental Units, said agreement to be in form and substance acceptable to the District; and
 - (b) caused the Society to enter into a separate agreement with the District in form and substance acceptable to the District and the Owner regarding the operation of the Affordable Rental Units.
4. **Changing the Discounted Rental Rate** – With the written consent of the Owner, the Society, as the agent of the Owner, may request in writing that the Director consent to the Society charging a rental rate for each Affordable Rental Unit that is different from the Discounted Rental Rate, and the Director will not unreasonably refuse such a request provided that the Director is satisfied, in his or her discretion, that the change in rental rates would be fair and would result in lower rent, on an annual aggregate basis, for the Affordable Rental Units.
5. **Use of Market Rental Units** – No Market Rental Unit in the Buildings may be used for any purpose whatsoever:
 - (a) 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 agreements with terms not exceeding one year in duration (including all periods in respect of which any rights or renewal, contingent or otherwise have been granted); and

- (b) unless the Owner is in full compliance with all requirements of this Agreement that are applicable to the said Market Rental Unit, including, without limitation, all of the requirements in sections 9, 10, 11 and 12 herein.
- 6. **Use of Affordable Rental Units** - No Affordable Rental Unit will be used for any purposes whatsoever:
 - (a) save and except for the purpose of providing rental accommodation in the Affordable Rental Unit to tenants meeting the Eligibility Requirements pursuant to arm's length month-to-month residential tenancy agreements or residential tenancy agreements with terms not exceeding one year in duration (including all periods in respect of which any rights or renewal, contingent or otherwise have been granted), where said tenancy agreements comply with all of the requirements of section 8; and
 - (b) unless the Owner and the Society are in full compliance with all requirements of this Agreement that are applicable to the said Affordable Rental Unit, including, without limitation, all of the requirements in sections 9, 10, 11 and 12 herein.
- 7. **Occupancy Restriction** – No Affordable Rental Unit may be occupied except by:
 - (a) a person who falls within the meaning of Students, Staff and Faculty, as defined in section 9(a) (subject always to any suspension by the Director of the requirement in subsection 10(a)), and who meets the Eligibility Requirements pursuant to month-to-month residential tenancy agreements or residential tenancy agreement with terms not exceeding one year in duration that complies with section 8; and
 - (b) the other members of the household of the person referred to in section 7(a), provided that the income of all members of such household (other than income of legal dependents of any member of such household up to a maximum of \$10,000 per year per dependent) is included in the determination of eligibility under the Eligibility Requirements.
- 8. **Tenancy Agreements for Affordable Rental Units** - The Owner shall not suffer, cause or permit occupancy of any Affordable Rental Unit except pursuant to a residential tenancy agreement that:
 - (a) is entered into by the Owner and, as tenant, a person at arm's length from the Owner. For the purpose of this Agreement, "at arm's length" means:
 - (i) not in any other contractual relationship with the Owner or the Society or any director, officer or other senior employee of the Owner or the Society;
 - (ii) unrelated by blood, marriage or personal relationship to any director, officer or other senior employee of the Owner or the Society; and

- (iii) not employed by any corporate entity that is an affiliate of the Owner or the Society, as that term is defined in the *British Columbia Business Corporations Act* as of the date of this Agreement,

provided that the Director may, in his or her sole discretion, relax the restrictions contained in this subsection 8(a) upon the written request of the Owner on a case-by-case basis. Any such relaxation in relation to any particular residential tenancy agreement is not to be construed as or constitute a waiver of the requirements in relation to any other residential tenancy agreement. No relaxation of the restrictions in this subsection 8(a) will be effective unless it is granted in writing by the Director prior to the execution and delivery of the residential tenancy agreement to which the relaxation relates.

- (b) does not, in relation to any Affordable Rental Unit, require payment of rent or any other consideration for the Affordable Rental Unit directly or indirectly that exceeds the Maximum Rate for such Affordable Rental Unit, but the tenant may be required to pay:
 - (i) additional consideration for parking, storage and bicycle storage provided that the additional consideration does not exceed the following amounts:
 - A. for a storage locker: an amount not exceeding the amount charged from time to time for a storage locker to tenants in the Market Rental Units of the same type discounted by the Discount for such type;
 - B. for a bicycle storage locker/space: an amount not exceeding the amount charged from time to time for a bicycle storage locker/space to tenants in the Market Rental Units of the same type discounted by the Discount for such type; and
 - C. for a parking stall: an amount that does not exceed the amount charged from time to time for a parking stall to tenants in the Market Rental Units of the same type discounted by the Discount for such type; and
 - (ii) third party providers directly for utilities, internet services and, if approved by the Director acting reasonably, other services not usually included in rent except the cost of hydronic heat, air conditioning or hot water which must be included in Maximum Rate no matter who may be providing these services;
- (c) does not require the rent to be prepaid at an interval greater than monthly;
- (d) prohibits the tenant from subletting the unit, assigning the tenancy agreement, or operating the unit on a short term rental basis (less than one month), except to the extent that the *Residential Tenancy Act* restricts or prohibits such prohibitions and except to the extent set out in subsection 9(e)(iii);

- (e) requires the tenant to provide within 30 days of demand true copies of the most recent filed income tax returns or assessment notices from Canada Revenue Agency for each occupant of the unit; and
- (f) contains a provision that, if the tenant ceases to qualify for the Affordable Rental Unit because he or she no longer meets the Eligibility Requirements, the Society, may end the tenancy agreement by giving the tenant the notice to end the tenancy required in accordance with section 49.1 of the *Residential Tenancy Act* (or successor legislation).

9. **Capilano University Students, Staff and Faculty Priority**

- (a) If an occupancy permit is issued for the Dwelling Units in the first Building to be constructed on the Land (the “**First Building**”) at any time from:
 - (i) January 1 to April 30 in any year, then at least 75% of the Dwelling Units in the First Building must remain available exclusively for rental by students enrolled at Capilano University or staff or faculty employed at Capilano University (the “Students, Staff and Faculty”) for a period which shall expire at the earlier of:
 - A. the date that is eight (8) months from the date that such occupancy permit was issued; and
 - B. the date that at least 75% of the Dwelling Units in the First Building are occupied by Students, Staff and Faculty pursuant to residential tenancy agreements that satisfy all of the requirements of this Agreement;
 - (ii) May 1 to August 31 in any year, then at least 75% of the Dwelling Units in the First Building must remain available exclusively for rental by Students, Staff and Faculty for a period which shall expire at the earlier of:
 - A. the date that is four (4) months from the date that such occupancy permit was issued; and
 - B. the date that at least 75% of the Dwelling Units in the First Building are occupied by Students, Staff and Faculty pursuant to residential tenancy agreements that satisfy all of the requirements of this Agreement; or
 - (iii) September 1 to December 31 in any year, then at least 75% of the Dwelling Units in the First Building must remain available exclusively for rental by Students, Staff and Faculty for a period which shall expire at the earlier of:
 - A. the date that is ten (10) months from the date that such occupancy permit was issued; and

- B. the date that at least 75% of the Dwelling Units in the First Building are occupied by Students, Staff and Faculty pursuant to residential tenancy agreements that satisfy all of the requirements of this Agreement;
- (b) If an occupancy permit is issued for the Dwelling Units in the second Building to be constructed on the Land (the “**Second Building**”) at any time from:
 - (i) January 1 to April 30 in any year, then at least 75% of the Dwelling Units in the Second Building must remain available exclusively for rental by Students, Staff and Faculty for a period which shall expiry on the earlier of:
 - A. the date that is eight (8) months from the date that such occupancy permit was issued;
 - B. the date that at least 75% Dwelling Units in the Second Building are occupied by Students, Staff and Faculty pursuant to residential tenancy agreements that satisfy all of the requirements of this Agreement; and
 - C. the date that at least 75% of the Dwelling Units in the Buildings are occupied by Students, Staff and Faculty pursuant to residential tenancy agreements that satisfy all of the requirements of this Agreement;
 - (ii) May 1 to August 31 in any year, then at least 75% of the Dwelling Units in the First Building must remain available exclusively for rental by Students, Staff and Faculty for a period which shall expire at the earlier of:
 - A. the date that is four (4) months from the date that such occupancy permit was issued;
 - B. the date that at least 75% of the Dwelling Units in the Second Building are occupied by Students, Staff and Faculty pursuant to residential tenancy agreements that satisfy all of the requirements of this Agreement; and
 - C. the date that at least 75% of the Dwelling Units in the Buildings are occupied by Students, Staff and Faculty pursuant to residential tenancy agreements that satisfy all of the requirements of this Agreement; or
 - (iii) September 1 to December 31 in any year, then at least 75% of the Dwelling Units in the First Building must remain available exclusively for rental by Students, Staff and Faculty for a period which shall expire at the earlier of:

- A. the date that is ten (10) months from the date that such occupancy permit was issued;
 - B. the date that at least 75% of the Dwelling Units in the Second Building are occupied by Students, Staff and Faculty pursuant to residential tenancy agreements that satisfy all of the requirements of this Agreement; and
 - C. the date that at least 75% of the Dwelling Units in the Buildings are occupied by Students, Staff and Faculty pursuant to residential tenancy agreements that satisfy all of the requirements of this Agreement;
- (c) After the expiry of the initial exclusivity period set out in subsections 9(a) and 9(b), as applicable, each vacant Dwelling Unit in the applicable Building must be made available exclusively for rental by the Students, Staff and Faculty for a period of 14 days after the date that a Notice to End Tenancy has been delivered by the Owner or the applicable tenant;
- (d) After the expiry of the 14 day exclusivity period set out in subsection 9(c) a Market Rental Unit that has not been rented to Students, Staff or Faculty may be rented to the general public (subject to section 10), provided that if the Owner wishes to offer to the general public a rental rate for such Market Rental Unit that is more favourable than the rental rate offered to Students, Staff or Faculty during the 14 day exclusivity period set out in subsection 9(c), the Owner must first make the Market Rental Unit exclusively available to Students, Staff or Faculty at the more favourable rental rate for a period of 14 days; and
- (e) The residential tenancy agreement offered by the Owner or the Society, as the agent of the Owner (the “**Students, Staff or Faculty Residential Tenancy Agreement**”), as the case may be, to Students, Staff and Faculty in respect of a Dwelling Unit in the Buildings must:
 - (i) meet all of the requirements in section 7 if the Dwelling Unit is an Affordable Rental Unit;
 - (ii) be for a fixed term not to exceed one (1) year continuing on a month to month basis thereafter; and
 - (iii) stipulate that, the tenant may not sublease the Dwelling Unit, unless:
 - A. the tenant has obtained the consent of the Owner, or the Society as the agent of the Owner, in writing, which consent must not be unreasonably withheld;
 - B. the rent under the sublease does not exceed the rent under the Students, Staff or Faculty Residential Tenancy Agreement; and

- C. if the Dwelling Unit is an Affordable Rental Unit, the subtenant meets the Eligibility Requirements.

10. **Guaranteed Students, Staff and Faculty Housing**

- (a) At all times all of the Affordable Rental Units and at least 18 Market Rental Units in the Buildings (collectively, the “**Guaranteed Units**”) must be occupied by Students, Staff and Faculty pursuant to residential tenancy agreements that satisfy all of the requirements of this Agreement. If, contrary to this section, all of the Guaranteed Units are not occupied by Students, Staff and Faculty pursuant to residential tenancy agreements that satisfy all of the requirements of this Agreement, then the shortfall number of Guaranteed Units must remain vacant until occupied by Students, Staff and Faculty pursuant to residential tenancy agreements that satisfy all of the requirements of this Agreement. In the event of Force Majeure, the Director may, in his or her sole discretion, temporarily relax the restrictions contained in this subsection 10(a) upon the written request of the Owner. No relaxation of the restrictions in this subsection 10(a) will be effective unless it is granted in writing by the Director. The duration of the relaxation will be determined by the Director in his or her discretion.
- (b) In the event that at least 10 of the Guaranteed Units are vacant for at least two (2) consecutive months, then the Owner may apply to the Director for a suspension of the requirement in subsection 10(a), provided that the Owner has made commercially reasonable efforts to rent the vacant Guaranteed Units to Students, Staff and Faculty and the Director is satisfied, acting reasonably, that the Owner has made such commercially reasonable efforts, the Director will grant the suspension. No suspension is valid unless it is granted by the Director in advance and in writing.
- (c) A suspension granted by the Director under subsection 10(b) will expire after 12 months unless the Owner applies to the Director for an extension of the suspension. The Director will grant such extension if he or she is satisfied that at least 10 of the Guaranteed Units have been vacant for at least two (2) consecutive months and that the Owner has made commercially reasonable efforts to rent the vacant Guaranteed Units to Students, Staff and Faculty.

11. **Advertising Requirements**

- (a) The Owner must advertise to Students, Staff and Faculty the availability from time to time of Dwelling Units in the Buildings.
- (b) During the applicable initial availability periods set out in subsections 9(a) and 9(b), the advertising must be for the entire duration of the said initial availability period.
- (c) Upon the expiry of the applicable initial exclusivity period the advertising to Students, Staff and Faculty for a Dwelling Unit must be for the duration of the 10 day exclusivity period set out in subsection 9(c);

- (d) The Owner must consult with Capilano University regarding advertising, and the advertising must be specifically targeted at Students, Staff and Faculty. The catchment area of the advertising, the type and extent of the advertising, and the content of the advertising must be acceptable to the Director, acting reasonably.

12. **Rental Application Process** – The Owner or the Society, as the agent of the Owner, must:

- (a) accept applications for residential occupancy of all Dwelling Units in the Buildings, including the Affordable Rental Units, from Students, Staff and Faculty;
- (b) accept applications for residential occupancy of the Affordable Rental Units only from applicants meeting the Eligibility Requirements;
- (c) maintain a housing waiting list for Students, Staff and Faculty;
- (d) maintain a second separate housing waiting list of all eligible applicants for the Affordable Rental Units (the “Affordable Housing List”);
- (e) where Affordable Rental Units become available for occupancy, offer the units first to Students, Staff and Faculty on the Affordable Housing List on a priority basis in accordance with subsection 12(c) in the order in which their applications were accepted, and thereafter to persons on the Affordable Housing List who are not Students, Staff and Faculty in the order in which their applications were accepted, unless the person no longer meets the Eligibility Requirements; and
- (f) where Dwelling Units that are not Affordable Rental Units become available for occupancy, offer the Dwelling Units first to Students, Staff and Faculty on a priority basis in accordance with subsection 12(d) in the order in which their applications were accepted, and thereafter to persons who are not Students, Staff and Faculty in the order in which their applications were accepted; and
- (g) make the housing lists available to the District immediately upon request.

13. **Adjustment to Discounted Rental Rate** – If the Owner establishes to the satisfaction of the Director that:

- (a) the average Annual Allowable Adjustment over any consecutive five (5) year period has not kept pace with: (i) the average annual increase in the operating costs for the Buildings (excluding debt financing) over said five (5) year period; and (ii) the average annual increases in the District of North Vancouver median rents as published by CMHC for the studio, one-bedroom, two-bedroom and three-bedroom Affordable Rental Units over the same said (5) year period, or, if CMHC stops publishing such data then by another method satisfactory to the Director; and

- (b) the financial viability of the Buildings has been materially compromised as a result of the circumstance described in subsection 13(a),

then the Owner may apply to the Director for an increase in the Discounted Rental Rate, with said increase not to exceed the then current Metro Vancouver median rents as published by CMHC for the studio Affordable Rental Units, one-bedroom Affordable Rental Units, two-bedroom Affordable Rental Units, and the three-bedroom Affordable Rental Units, as applicable, or, if CMHC stops publishing such data then by another method satisfactory to the Director. The Owner acknowledges and agrees that approval of said increase in the Discounted Rental Rate will be in the sole and unfettered discretion of the Director. The Owner may only apply for an adjustment in the Discounted Rental Rate pursuant to this section once in any (5) year period, where the first 5 year period commences on the 5th anniversary of the reference date of this Agreement, and where the second and each subsequent 5 year period commences of the expiry of the preceding 5 year period.

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

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

- 15. **Statutory Declaration** – Within seven (7) days after receiving notice from the District, the Owner must deliver to the District a statutory declaration, substantially in the form attached as Schedule “C”, sworn by the Owner (or a director or officer of the Owner if the Owner is a corporation) under oath before a commissioner for taking affidavits in British Columbia, containing all of the information required to complete the statutory declaration.

- 16. **Damages and Rent Charge**

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

- (b) By this section, the Owner grants to the District a rent charge under section 219 of the *Land Title Act*, and at common law, securing payment by the Owner to the District of the amounts described in subsection 16(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 16(a) is due and payable to the District in accordance with subsection 16(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.
17. **Specific Performance** – The Owner agrees that, without affecting any other rights or remedies the District may have in respect of any breach of this Agreement, the District is entitled to obtain an order for specific performance of this Agreement and a prohibitory or mandatory injunction in respect of any breach by the Owner of this Agreement. The Owner agrees that this is reasonable given the public interest in restricting occupancy of the Land in accordance with this Agreement.
18. **Indemnity** – Except for the negligence of the District or its employees, agents or contractors, the Owner will indemnify and save harmless each of the District and its elected officials, board members, officers, directors, employees, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of any act or omission by the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom at law the Owner is responsible or the Owner's ownership, operation, management or financing of the Dwelling Units or any part thereof, or the use and occupancy of any Dwelling Units in the Buildings by anyone.
19. **Release** – Except to the extent such advice or direction is given negligently, the Owner hereby releases and forever discharges the District, its elected officials, board members, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns from and against all claims, demands, damages, actions or causes of action by reason of or arising out of advice or direction respecting the ownership, operation or management of any Dwelling Units in the Buildings or any part thereof which has been or hereafter may be given to the Owner by all or any of them.
20. **Survival** – The covenants of the Owner set out in Sections 18 and 19 will survive termination of this Agreement and continue to apply to any breach of the Agreement or claim arising under this Agreement during the ownership by the Owner or any Dwelling Unit therein, as applicable.

21. **Notice of Housing Agreement** – For clarity, the Owner acknowledges and agrees that:
- (a) this Agreement constitutes both a covenant under section 219 of the *Land Title Act* and a housing agreement entered into under section 483 of the *Local Government Act*;
 - (b) the District is required to file a notice of housing agreement in the LTO against title to the Land; and
 - (c) once such a notice is filed, this Agreement, as a housing agreement under section 483 of the *Local Government Act*, binds all persons who acquire an interest in the Land in perpetuity.
22. **Compliance with Laws** – The Owner will at times ensure that the Land is used and occupied in compliance with all statutes, laws, regulations, bylaws, and orders of the District and other authorities having jurisdiction, including all rules, regulations, policies, guidelines and the like under or pursuant to them.
23. **Cost** – The Owner shall comply with all requirements of this Agreement at its own cost and expense, and shall pay the reasonable costs and expenses incurred and payment and expenditures made by the District, including without limitation, all survey, advertising, legal fees and disbursements and the District's administration costs (as determined by the District's charge out rate for District staff time) in connection with the preparation or enforcement of this Agreement and all other covenants, agreements and statutory rights of way granted by the Owner to the District or entered into between the owner to the District in respect of the development of the Land contemplated in this Agreement and ancillary documents and any modifications, discharges and partial discharges of them from time to time, and the costs of registration of such documents in the LTO.
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. **Interpretation** – In this Agreement:
- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
 - (b) any reference to a statute or by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute, by-law and regulations that may be passed which have the effect of supplementing or superseding such statute, by-law and regulations;
 - (c) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;

- (d) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
- (e) reference to the “Land” or to any other parcel of land is a reference also to any parcel into which it is subdivided or consolidated by any means (including the removal of interior parcel boundaries) and to each parcel created by any such subdivision or consolidations;
- (f) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (g) reference to any enactment includes any regulations, orders, permits or directives made or issued under the authority of that enactment;
- (h) unless otherwise expressly provided, referenced to any enactment is a reference to that enactment as consolidated, revised, amended, re enacted or replaced;
- (i) time is of the essence;
- (j) all provisions are to be interpreted as always speaking;
- (k) reference to a “party” is a reference to a party to this Agreement and the their respective heirs, executors, successors (including successors in title), trustees, administrators and receivers;
- (l) reference to the District is a reference also to is elected and appointed official, officer, employees and agents;
- (m) reference to a “day”, “month”, “quarter”, or “year” is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (n) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”; and
- (o) any act, decision, determination, consideration, opinion, consent or exercise of discretion by a party or person as provided in this Agreement must be preformed, made, formed or exercised acting reasonably, except that any act, decision, determination, consideration, consent, opinion or exercise of discretion that is said to be within the “sole discretion” of a party or person may be preformed, made, formed or exercised by that party or person in the sole, unfettered and absolute discretion of that party or person.

26. **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: _____

Fax: _____

- (b) if to the District, as follows:

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

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

Any notice or other communication that is delivered is considered to have been given on the next business day after it is dispatched for delivery. Any notice or other communication that is sent by registered mail is considered to have been given five days after the day on which it is mailed at a Canada Post office. If there is an existing or threatened strike or labour disruption that has caused, or may cause, an interruption in the mail, any notice or other communication must be delivered until ordinary mail services is restored or assured. If a party changes its address it must immediately give notice of its new address to the other party as provided in this section.

27. **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.
28. **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.
29. **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.
30. **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.
31. **Binding Effect** – This Agreement enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, trustees, receivers and successors (including successors in title).
32. **Covenant Runs With the Land** - Every provision of this Agreement and every obligation and covenant of the Owner in this Agreement, constitutes a deed and a contractual obligation, and also a covenant granted by the Owner to the District in accordance with section 219 of the *Land Title Act*, and this Agreement burdens the Land to the extent provided in this Agreement, and runs with it and binds the Owner's successors in title. This Agreement also burdens and runs with every parcel into which the Land is or they are consolidated (including by the removal of interior parcel boundaries) by any means.
33. **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.
34. **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 Land or the Buildings or any portion thereof, including any Affordable Rental Unit or Market Rental Unit; and
 - (c) the District may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.
35. **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.
36. **Further Acts** - The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
37. **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.

38. **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.
39. **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.
40. **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.
41. **Deed and Contract** - By executing and delivering this Agreement each of the parties intends to create both a new contract and a deed of covenant executed and delivered under seal.

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

SCHEDULE "A"
THE AFFORDABLE RENTAL UNITS

SCHEDULE "B"
THE AFFORDABLE RENTAL UNITS – RENTAL RATES

	Studio	1 bed	2 bed	3 bed
Discounted Rental Rate	\$1,348.00	\$1,650.00	\$2,104.00	\$2,125.00

SCHEDULE "C"
Statutory Declaration

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1310 Monashee Drive: PIM Input

[REDACTED]

The most recent slide was on the west side of the Seymour River, very close to a home occupied by three residents. That was immediately below the place Darwin wants to build. There is no guarantee Darwin's proposed market-rent structures would house students. There is land to the west of Monashee, away from the river escarpment, where student housing could be built. Here, Darwin hopes to profit large by converting designated park, recreational and open space into upzoned land where they can build a dense development. Not following existing zoning and the Official Community Plan seems to be a favourite strategy of Darwin Properties. I hope council members who took campaign financing from people associated with Darwin will recuse themselves from discussions of this project. We've seen too many cases of local politicians taking political contributions from real estate interests, then voting in favour of proposals that benefit their financial supporters.

[REDACTED]

[REDACTED] active for several years with municipalities throughout Metro Vancouver, stressing absolute criticality of climate degradation the entire world is facing. Immediate lowering of fossil fuel use is key with new builds set for zero fossil usage. I realize much design work has already occurred on this project; was a passive house build considered? Note University of BC-Okanagan in Kelowna, has the new Skeena Residence, providing 220 student bedrooms. This climate friendly build uses an all-electric system (heat recovery ventilation) with NO gas and is a 6 story wood-framed assembly. Despite its high energy demand, the Skeena Residence has not required hookup to the available gas connection or to the roughed-in connections for a PV array. On Monashee, I note Kevin Zhang (District staff) comment, that "100% clean energy sources for heating and cooling (electric)" are planned. Mr Zhang (staff) has also commented: "The project is in design development and decisions relating to DHW and space heating are to be determined. The project team is exploring the use of heat pumps, electric baseboards, green roofs and solar panels".

Please note that heat pumps are 300-400% more effective in producing heat than use of electric baseboards, and reflect on the huge success of UBC-Okanagan residence with use of heat-recovery ventilation. Anything built without zero carbon emission at this point is a future retrofit, and we already have thousands of those! Building to step code 3 makes no statement whatsoever about the level of carbon emissions. Going heat pump/HRV ALONG with step code 3 is useful. Please respond to the earlier question - are utility costs included in the rent?

Please consider embodied carbon and actively seek and implement low carbon alternatives. There are both construction carbon and operational carbon to consider. I would like more specific details on Darwin's plans on this. I support use of both green roofs and solar panels which Mr Zhang states are being explored, and I believe should be implemented. My solar panels supply 100% Plus of my home needs with excess provided to BC Hydro for other customers.

During a build, monitoring the building's performance is key to ensure targets become reality. Please confirm you will execute a Life Cycle Analysis including monitoring during the build. Please ensure this is safe for nearby residents due to slope concerns. Thank you, Judith Brook, District of NV resident

██████████

Thank you for the opportunity to comment on the proposed development at 1310 Monashee Drive, North Vancouver. We live at the bottom of the Seymour River's west side escarpment ██████████ and were witness to what has become known as the ██████████. I was home ██████████ at the time of the slide (2007) when I sensed something very wrong, I thought I was witnessing an earthquake. I yelled for ██████████ to exit the front door, we both ran out to observe the hillside. ██████████, sliding down bringing tons of earth, rocks and trees with it. It was a formidable sight, you could hear trees cracking and smell freshly split wood and see the air filled with water vapour. This was an experience I hope never to confront again. It would be very difficult for us to find comfort in any reassurances that may be offered with respect to water management and slope stability if further development were to happen.

██████████, has forwarded me ██████████ correspondence to the Public Information Meeting and we too feel that further development east of Monashee Drive is not only contrary to the Official Community Plan (OCP) and municipal zoning but would also put our lives and property at increased risk. We would ask that you consider an alternate location.

██████████

The area at Capilano U. has an adjacent forest that contains an important and sensitive wetland. The forest area is also frequented by wildlife including bears and other smaller mammals such as racoons, skunks and martens. The area along the hydro lines has numerous species of songbirds and raptors. Will the wetland area adjacent to the current Cap U parking lots be impacted at all? How will Cap U raise awareness to students about being sensitive to and protecting the surrounding wildlife? With such a larger population suddenly imposed on this natural area, there are bound to be negative impacts. Litter, cigarette butts, food waste, noise lighting etc. all come along with population increase. Will there be any tree removal? Will lighting behind the housing complex be sensitive to night Owls for example?

██████████

The proposed Monashee Drive development is atop the Seymour River's westside escarpment, close to where a flow slide originated in 2007. That was a slope failure triggered after development of a large storage compound north of Monashee Drive. Hardscapes contributed to saturation of the ground and groundwater seepage during periods of intense rainfall, not infrequent weather events in this locale.

The slide narrowly missed a residence but took out mature trees and obstructed a walking trail along the river. Luckily, no persons were injured. Residents of Seymour Boulevard still observe uncontained water runoff from the hillside below Monashee Drive during heavy rains.

DNV contracted engineers identified forty residential properties below Capilano University with

HIGH or VERY HIGH risks of being affected by slides. There ought to be an outright ban on construction of buildings and land disturbances within 300 metres of the top edge of the steep Seymour River escarpment. No large buildings should be constructed east of Monashee Drive. Doing so puts lives and residential properties at higher risk.

[REDACTED]

I'm responding to your response to [REDACTED]. [REDACTED] makes many good points, since you and I, and everyone has a climate emergency unfolding. I understand that many low carbon aspects of this proposed building are yet to be decided. This includes building with low embodied carbon - use of lots of wood (carbon is locked into the wood), using lower carbon SCM cement from Lafarge, and solar panels or a green roof. At what point in the public feedback process will these matters be considered? Will a LCA (Life Cycle Assessment) of the environmental impacts of this building be produced? Thank you for keeping in mind that all decisions made now regarding carbon pollution will affect our kids for years to come.

[REDACTED]

I think adding more accommodation to this area is par for the course with DNV wanting to increase density throughout North Vancouver. I believe this development will bring more traffic to the area. But seeing as traffic to the area has already increased considerably because of covid and the lack of things to do except head for the outdoors, I.e, North and West Vancouver, I don't think it will be much worse than it is currently.

I do like the idea of having some commercial space with the development. Some new good eateries within walking distance to those living nearby, will be a welcome addition to the area. I believe that this development is going to be approved, regardless of comments. I also think it will be better than what currently exists in the space.

My one concern is regarding residential parking. Will this development have enough parking? Especially considering that the student housing is going to be in place of a fair amount of the current parking at CapU. And, yes, there is an excess of parking at CapU, but with an additional 315 residences I hope that they will have somewhere to put their cars.

[REDACTED]

Once again, the District is to be commended for pursuing this rental housing for students. Hopefully it will be affordable for them, meaning less than 1/3 of their student income. Thanks for building this long-needed housing for students and employees so that folks can live in the community where they study and work.

[REDACTED]

I live on [REDACTED] and walk through that area to access the forest trails. Weekend traffic and people on the trails has always been high. Now with Covid it is absolutely unreal. I have serious concerns about the added traffic, general busyness in the area and access and enjoyment of the local trails by those who live in the area. This type of development may severely impact the enjoyment of local folks as well as the general condition of the trails and local ecosystem.

[REDACTED]

I am glad there are indoor bike spaces. Please make more. Please make sure that they would accommodate both regular and electric bikes. We need to encourage less cars on the road around here with all the development we've had in this small area!!! Please put a moratorium on development in Lynnmour InterRiver area. We're tired.

[REDACTED]

I live on [REDACTED] and find it extremely hard to cross the road (e.g. to get home after getting off the bus stop) or for kids to cross the road safely when the university is in full swing. With many more people coming to live in this area, I wonder if a traffic light will be added near Lillooet Park, i.e. by the driveway that leads up to the even numbers of Lillooet Road. It would help tremendously and make it a lot safer. (The Purcell Way and Old Lillooet Road crossings are too far, and many pedestrians just cross in between.)

Also, the movie mentions that transit, bikes and pedestrians will be favoured, but what is actually done for the new people to come without cars?

Thank you very much for seeking the residents' input.

[REDACTED]

We live on the [REDACTED], and look [REDACTED] at this site. I notice there is a landscape buffer required by BC Hydro on the east side of the project, and I am curious what this buffer zone means- how dense and how high is it, will it be developed as a result of this project, or is it just an existing landscaped area? Who is responsible for this buffer zone?

Just trying to figure out what parts of the buildings we might see. Currently we can see parts of the buildings in the storage yard area south of the Hydro power line tower.

[REDACTED]

I am a member of the [REDACTED] and we have been encouraging DNV council in moving up the BC Step Code and introducing Low Carbon Energy System (LCES) requirements for new buildings. Can you please give detailed information on steps being taken to reduce environmental impact in the proposed rental housing on Monashee?

Specifically:

- The systems for providing space and DHW heating, and how they conform to the new DNV LCES / Step Code requirements. Use of heat pumps vs. baseboard electric?
- Do the rental prices shown in the video include heating costs? Or is electricity charged over and above the rental price?
- What steps are being taken to reduce embodied carbon in building materials (such as reduced concrete, wood construction, low-carbon concrete, etc.)?
- Will there be a green roof or solar panels on roof?
- What other steps are being taken to reduce environmental impact?



April 12, 2022

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

Re: Feedback on Proposed Redevelopment at 1310 Monashee Drive

Dear Mayor and Council,

The Capilano Students' Union finds the 1310 Monashee Drive redevelopment to be an interesting proposal close to the Capilano University North Vancouver campus. We appreciate that the development would be a mixed-use building that provides much-needed services such as a cafe, pub, and grocery store to a community that currently lacks these essential amenities.

This redevelopment proposal has some alignment with our policy position supporting the building of high-quality, purpose-built, affordable student housing. This development would provide much-needed housing units on the North Shore close to Capilano University in a municipality that has shown little appetite for increasing its housing stock, contributing to the pricing-out of students.

We appreciate that the proposal includes a good mix of unit types, allowing for students with families to live near the university. The mixed-use development also aligns with our climate advocacy work that sees higher-density, walkable neighbourhoods as a key way of reducing the impact of climate change and removing vehicles from the road.

We recognize the need and support proposals for developing housing near Capilano University, and we look forward to working with the university and the developer to ensure that this project meets the needs of students — this being said, we would be pleased to support this proposal if we can be satisfied of the following:

Page 1 of 2



1. Given the affordability crisis and the unique ways in which this crisis impacts students, additional work is needed to assure us that rents will be affordable for Capilano University — current interpretations of “below market” rental prices on the North Shore remain out of students’ reach, who are often relying on student loans and minimum wage jobs to fund their education and leaving. “Below market” wasn’t affordable to students when this discussion started in 2019, and the problem has only intensified in recent years.
2. As this building is to be constructed adjacent to a university, we need greater assurance that Capilano University students will truly be prioritized.

Yours Sincerely,

Aryanna Chartrand (Apr 13, 2022 13:03 PDT)

Aryanna Chartrand
Vice-President External



October 27, 2020

Mayor Mike Little and Council
District of North Vancouver
355 West Queens Road
North Vancouver, BC V7N 4N5

Dear Mayor Little and Council,

RE: Proposed Development of Capilano University Student and Employee Housing at 1310 Monashee Drive

On May 13, 2019, we provided a letter of support for Darwin's request to rezone the property at 1310 Monashee Drive to develop CapU student housing. Pursuing solutions to support affordable housing for our students and employees continues to be a top priority. Please know that our experience with Darwin to date has been collaborative and productive and as such we are writing you to express our continued support for the 1310 Monashee Drive proposal.

Since the Preliminary Application was submitted in the spring of 2019, Darwin and CapU have collaborated on an early input meeting for the campus community. We have worked together on refinement of the design and program. We have analyzed rental rates, and we are in the process of formalizing a Letter of Intent to help define a future agreement.

We recognize that Darwin's conceptual plans submitted on October 15, 2020 will be further developed and refined. That said, we continue to be supportive of the overall initiative.

Sincerely,

A handwritten signature in blue ink, appearing to read "Paul Dangerfield", with a stylized flourish at the end.

Paul Dangerfield
President

cc. Oliver Webbe, Darwin Properties

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May 13, 2019

Mayor Mike Little and Council
District of North Vancouver
355 West Queens Road
North Vancouver, BC V7N 4N5

Dear Mayor Little and Council,

**RE: Proposed Development of Capilano University Student and Employee Housing
at 1310 Monashee Drive**

As you know, Capilano University is pursuing solutions to support affordable housing for our students and employees. This is a major part of our ongoing dialogue with the District of North Vancouver and outlined in the University's Campus Master Plan (2018).

Our development priorities for the next decade are an essential component of our ability to attract and retain students. Since 2017, CapU has leased the dormitories and amenity areas at 2420 Dollarton from Darwin Properties in partnership with the Tsleil-Waututh Nation. Since our second year of operating, CapU Residence has been full and demand for student housing exceeds our current capacity. In 2018, the University began exploratory discussions with Darwin to consider the 2.5 acre property at 1310 Monashee Drive as a potential locale for our next phase of campus housing.

With its immediate proximity to our main campus, the site is positioned to be an ideal location for student and employee housing. Bordering the eastern edge of our campus, the property is steps away from transit and situated directly between two prominent campus buildings: Dogwood and the Nat and Flora Bosa Centre for Film and Animation.

We anticipate that by transforming 1310 Monashee Drive to its highest and best use significant benefits to both the campus community and local residents will be accrued.



As market rental housing for CapU students and employees, this includes the potential of reduced daily traffic congestion caused by students and employees commuting to campus by car and potential amenities such as walking paths, car sharing and food services that are open to the public. Time spent out of the car is time for study and for wellness—both of which contribute to the quality of life in North Vancouver.

Please know that our experience with Darwin to date has been collaborative and productive. We feel confident we will continue to work well together in consultation for 1310 Monashee Drive. Prioritizing elements of harmonious building design, sustainability, traffic mitigation strategies, transit service enhancements, parking supply requirements and community amenities are all early-stage considerations that will be retained throughout the process.

We recognize that Darwin's conceptual drawings and proposal of March 13, 2019 will be developed and refined. That said, we are supportive of the overall initiative. It represents a foundation for in-depth discussions about the future of the property as a cornerstone of our vision for affordable student and employee campus housing.

To this end, we hope that Darwin's request to rezone the property at 1310 Monashee Drive will meet with District approval.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Paul Dangerfield', is written over a faint, light blue circular stamp.

Paul Dangerfield
President

cc. Oliver Webbe, Darwin Properties