<u>REPORT</u>

30. Zoning Bylaw Amendment for 144 West 21st Street (Confide Enterprises / Ankenman Marchand Architects) – File: 08-3400-20-0079/1

Report: Planner 2, June 8, 2022

Moved by Councillor Bell, seconded by Councillor Valente

PURSUANT to the report of the Planner 2, dated June 8, 2022, entitled "Zoning Bylaw Amendment for 144 West 21st Street (Confide Enterprises / Ankenman Marchand Architects)":

THAT "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8939" (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st Street, CD-758) be considered and referred to a Public Hearing;

THAT "Housing Agreement Bylaw, 2022, No. 8940" (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st Street, CD-758, Rental Housing Commitments) be considered and referred to the same Public Hearing;

THAT notification be circulated in accordance with the Local Government Act;

AND THAT the community benefits outlined in the report be secured through agreements at the applicant's expense and to the satisfaction of staff.

CARRIED UNANIMOUSLY

BYLAWS – FIRST AND SECOND READINGS

31. "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8939" (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st Street, CD-758)

Moved by Councillor Bell, seconded by Councillor Valente

THAT "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8939" (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st Street, CD-758) be given first and second readings.

CARRIED UNANIMOUSLY

32. "Housing Agreement Bylaw, 2022, No. 8940" (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st Street, CD-758, Rental Housing Commitments)

Moved by Councillor Bell, seconded by Councillor Valente

THAT "Housing Agreement Bylaw, 2022, No. 8940" (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st Street, CD-758, Rental Housing Commitments) be given first and second readings.

CARRIED UNANIMOUSLY





The Corporation of THE CITY OF NORTH VANCOUVER PLANNING & DEVELOPMENT DEPARTMENT

REPORT

To: Mayor Linda Buchanan and Members of Council

From: Emma Chow, Planner 2

Subject: ZONING BYLAW AMENDMENT FOR 144 WEST 21ST STREET (CONFIDE ENTERPRISES / ANKENMAN MARCHAND ARCHITECTS)

Date: June 8, 2022

File No: 08-3400-20-0079/1

The following is a suggested recommendation only. Refer to Council Minutes for adopted resolution.

RECOMMENDATION

PURSUANT to the report of the Planner 2, dated June 8, 2022, entitled "Zoning Bylaw Amendment for 144 West 21st Street (Confide Enterprises / Ankenman Marchand Architects)":

THAT "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8939" (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st Street, CD-758) be considered and no Public Hearing be held, in accordance with the *Local Government Act*;

THAT "Housing Agreement Bylaw, 2022, No. 8940" (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st Street, CD-758, Rental Housing Commitments) be considered;

THAT notification be circulated in accordance with the Local Government Act;

AND THAT the community benefits listed in the report section "Density Bonus and Community Benefits" be secured through agreements at the applicant's expense and to the satisfaction of staff.

ATTACHMENTS

- 1. Context Map (CityDocs 2182683)
- 2. Architectural Plans, dated May 2022 (CityDocs 2186389)
- 3. Landscape Plans, dated May 2022 (CityDocs 2186390)
- 4. Public Consultation Summary (CityDocs 2188181)
- 5. Sustainability Checklist (CityDocs 2186392)
- 6. "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8939" (CityDocs <u>2186866</u>)
- 7. "Housing Agreement Bylaw, 2022, No. 8940" (CityDocs 2186871)

PURPOSE

This report presents, for Council's consideration, details of a rezoning application for 144 West 21st Street to permit a 5-storey rental apartment building consisting of 73 units, seven of which are mid-market rental units.

BACKGROUND

| Applicant: | Daisen Gee Wing, Confide Enterprises Inc. |
|-------------------------|--|
| Architect: | Timothy Ankenman, Ankenman Marchand Architects |
| Official Community Plan | Residential Level 5 |
| Designation: | |
| Existing Zoning: | RM-1 (Apartment Residential) |
| Applicable Guidelines: | N/A |

A previous application for this property had been brought to Council earlier this year. At the February 7th, 2022 meeting, Council rejected the previous proposal based on discussion regarding height and siting as they related to impacts on neighbours. On February 28th, 2022, a new application was received by the City for a proposal similar to the previous one, but with a reduction of one storey and a shifting of building site by approximately 2.1 m (7 ft) to the south (away from rear neighbours) in response to comments received from Council. This new application is the subject of this report.

DISCUSSION

Site Context and Surrounding Use

The subject site is located in the Central Lonsdale neighbourhood, on the north side of West 21st St between Chesterfield and Lonsdale avenues. The site fronts on the designated Green Necklace urban greenway route and is within close proximity of the shops, services and public transit of the Lonsdale corridor.

The buildings and uses immediately surrounding the site are described in Table 1 below.

| Table | 1. | Surround | lina | Uses |
|-------|----|----------|------|------|
| | | | | |

| Direction | Address | Description | Zoning |
|-----------|-------------------------------|--------------------------------|--------|
| North | 119-159 W 22 nd St | 5-storey apartment residential | CD-578 |
| West | 156 W 21 st St | 3-storey apartment residential | CD-017 |
| South | 135 W 21 st St | 3-storey apartment residential | RM-1 |
| East | 128 W 21 st St | 4-storey apartment residential | CD-368 |

Policy Context

The site and surrounding area have Official Community Plan (OCP) land use designation of Residential Level 5 (R5) for mid-rise apartment development. The intent of this designation is to provide quality multi-family housing with a mix of unit sizes, and a focus on creating attractive and active streets. The R5 designation allows for a maximum density of 2.6 FSR (including 1.0 FSR bonus density) and a maximum height of 6 storeys.

Project Description

The site currently contains a 3-storey rental apartment building with 35 units. Built in 1978, the building is in need of significant maintenance. The site is approximately 53.4 m (188.27 ft) wide and 36.6 m (120.03 ft) deep, and slopes down significantly from northeast to southwest by approximately 5 m (17 ft). The site is located mid-block and not serviced by a lane. The rear of the site faces a public non-vehicular greenway.

The proposal replaces the existing building with a 5-storey rental apartment containing 73 units. The proposed mix of unit types is as follows:

| Unit Type | Number of Units | Size |
|---------------|-----------------|----------------|
| One-bedroom | 54 | 543 - 602 sqft |
| Two-bedroom | 11 | 738 - 961 sqft |
| Three-bedroom | 8 | 859 - 870 sqft |

Table 2. Proposed Unit Breakdown

Seven of the units (10%) are proposed as mid-market units that would be secured through a Housing Agreement for the life of the building. Fifty of the units (68%) are proposed to meet Level 2 of the Adaptable Design guidelines.

The proposal includes generous front and rear setbacks, as well as thoughtful landscape design to integrate the development with adjacent greenways. A public walkway along the east lot line is proposed to serve as a mid-block pedestrian connection between West 21st Street and the rear greenway.

The top floor is further setback (approximately 2.6 m (8.5 ft) from front and 3.3 m (11 ft) from rear) to help reduce massing and mitigate impacts on views and shading. About 100 sqm (1,090 sqft) of indoor amenity space is provided on Level 1, as well as a children play area and outdoor gardening plots in the front yard.

Proposed vehicle access and main residential entry are both off West 21st Street. The proposed parking is provided within a level that is mostly below grade, with access located at the southwest of the site allowing it to be at-grade due to the natural slope of the site.

To facilitate the proposal, the proposed bylaw would vary the RM-1 zone FSR, lot coverage, height, side setback and building length requirements.

| | BASE RM-1 ZONE | PROPOSED CD-745 ZONE |
|-----------------------|-----------------------------------|----------------------------------|
| Permitted | Various Residential Uses | Rental Apartment Residential Use |
| Principal Uses | | |
| Density | 1.6 FSR | 2.3 FSR |
| Maximum | a. | |
| Lot Coverage | 50 percent | 94 percent |
| Maximum | | |
| Height | 13 m | 15 m |
| Maximum | | |
| Setbacks | Front/Rear/Exterior Side: 6.096 m | Front/Rear: 6.31 m (20.7 ft) |
| | (20 ft) | Side (east): 4.58 m (15.0 ft) |
| | Interior Side: 4.57 m (15 ft) | Side (west): 4.00 m (13.1 ft) |
| Building Width | Maximum 30.48 m (100 ft) above | (waived) |
| & Length | third storey | ·* · · · |

 Table 3. Summary of Proposed Zoning Changes

PLANNING ANALYSIS

Policy Alignment

The proposal is consistent with the OCP land use designation and below OCP height and density limits for the site. Located within a block of the Lonsdale commercial corridor, the proposal is in alignment with a number of OCP goals and objectives to have higher density rental housing that is within the Lonsdale Regional City Centre and close to shops, services, public transit and employment opportunities.

The proposed mix of unit types meets key actions of the *Housing Action Plan* for midmarket rental units and a minimum of 10% three-bedroom units to support families. Also, the proposed 100% secured rental housing of 85 units meets a priority of the Council Strategic Plan to protect and expand rental housing stock.

The proposal exceeds the *Zoning Bylaw* minimum requirement for 25% of units to meet Level 2 Adaptable Design. The proposal addresses some Active Design Guidelines through provision of indoor and outdoor amenity spaces.

Building Setbacks

Setbacks in the proposal are generally more than required except from the west side lot line, where it is slightly reduced from 4.57 m (15 ft) to 4.00 m (13.1 ft). The setback along the frontage provides ample space for outdoor amenity, including garden plots and children play area, as well as landscaping integration with the adjacent Green Necklace greenway.

Lot Coverage

Lot coverage is significantly increased in the proposal due to the natural slope of the site, which results in a large portion of the underground parking level to protrude more than 0.9 m (3 ft) above grade and be considered part of lot coverage. The proposed amount of lot coverage is acceptable due to the ample proposed landscaping and adequate building setbacks.

Parking

Vehicle and bicycle parking exceed the minimum provision required under the *Zoning Bylaw* by approximately 16% and 2%, respectively. Given the high demand of on-street parking in the area, staff support the proposed amount of off-street parking.

Infrastructure and Servicing

The proposed pedestrian walkway will require a statutory right-of-way placed on title. Currently, the site contains a covenant and right-of-way for stormwater management of previous development, which are no longer needed. Staff recommend that both covenant and right-of-way be discharged from title.

The proposal will require new utility and communications service connections, stormwater management features, upgrading of the northern greenway, as well as improvements along frontage that meet City standards for road works, streetscaping and the Green Necklace. These requirements will be secured through a Servicing Agreement with the City.

Density Bonus and Community Benefits

The City's *Density Bonus and Community Benefits Policy,* in conjunction with the OCP, allows for density bonuses beyond 1.6 FSR in the Residential Level 5 designation, up to a maximum of 2.6 FSR.

The policy provides a number of community benefits options for projects seeking additional density and seeks to ensure the City receives value for additional density granted. However, sites with existing rental housing, such as the subject site, may only seek density bonus through provision of secured rental housing. The community benefit offered by this proposal is an increase of the City's rental housing stock by 38 units (73 units total), seven of which will be mid-market rental units, secured for the life of the building through a Housing Agreement with the City.

The value of the density bonus (0.7 FSR = 15,820 sqft) may be estimated at \$3,005,644 based on the standard rate for the Lonsdale City Centre (\$190/sqft).

In addition to secured market and mid-market rental units, staff is seeking Council direction to secure the following items as conditions of this rezoning:

- Statutory right-of-way for mid-block pedestrian connection between West 21st Street and the greenway to the north of site;
- Upgrades to greenway north of site;
- Streetscape and public realm improvements for Green Necklace along frontage;
- Sanitary and water line upgrades from Chesterfield Avenue to site.

Legal Agreements

Should Council support this rezoning, the following legal agreements should be prepared prior to final adoption:

- Development Covenant
- Housing Agreement
- Servicing Agreement
- Pedestrian Statutory Right-of-Way
- Community Good Neighbour Agreement
- Shoring, Crane Swing, and Staging License Agreement
- Flooding Covenant
- Community Energy Agreement

RESIDENTIAL TENANT RELOCATION

The applicant has prepared a Tenant Relocation Plan that meets the requirements of the current *Residential Tenant Displacement Policy*, including financial compensation and relocation assistance.

A Tenant Relocation Coordinator has been communicating with tenants and providing information on available units in the general rental market, as well as resources for government housing programs.

At time of writing this report, 19 of the 35 existing units were occupied.

ADVISORY BODY INPUT

The application was reviewed by the Advisory Design Panel (ADP) on May 18, 2022. The Panel unanimously endorsed the proposal with no concerns to be addressed.

COMMUNITY CONSULTATION

A Developer Information Session was held on June 7, 2022 via the Zoom online platform. One person attended and one comment form was submitted.

The one attendee had concerns around impacts of the proposal to on-street parking, views and crime prevention. The one comment form received expressed support for the project, citing the need for renewal of the site and also wanted to see some residential strata options included.

SUSTAINABILITY COMMENTS

The proposal addresses the OCP's Sustainable City Framework through natural systems, physical structure/infrastructure, local economy, human potential, social connections and cultural diversity. The proposed landscaping will be primarily native species using rainwater collection and water efficient irrigation system. Building construction will meet Energy Step Code 3 and provide indirect economic benefits. The following are included in the proposal to promote social interaction, inclusion and community building:

- Amenity spaces for shared office use, gardening, children play area, informal and formal gatherings
- Significant portion of units are proposed to meet Level 2 Adaptable Design
- Fully landscaped frontage to contribute to public realm and user experience

PROCESS WHEN NO PUBLIC HEARING HELD

The Local Government Act assumes no Public Hearing is held for proposed zoning bylaw amendments if the bylaw is consistent with the OCP. A local government must pass a resolution if it wishes to hold a public hearing.

Given the proposal's consistency with the OCP, and minimal feedback from the public during the consultation period, staff recommend that no public hearing be held for this application.

Should Council wish to refer the application to a Public Hearing, the first two active clauses in the resolution should be amended to read:

THAT "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8939" (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st Street, CD-758) be considered and referred to a Public Hearing;

THAT "Housing Agreement Bylaw, 2022, No. 8940" (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st Street, CD-758, Rental Housing Commitments) be considered and referred to the same Public Hearing;

FINANCIAL IMPLICATIONS

There are no financial cost implications for the City relating to the development project. The development would provide secured rental housing, at least 10% of which would be mid-market rental units. The approximate value of this Community Benefit Contribution is \$3.0 million.

CONCLUSION

This proposal is in alignment with goals and objectives of the OCP and Council Strategic Plan to intensify residential development within the Lonsdale Regional City Centre and increase rental and mid-market units in the City while contributing to important active transportation infrastructure, such as the Green Necklace.

RESPECTFULLY SUBMITTED:

Emma Chow Planner 2

Attachment 1









Attachment 2

144 WEST 21ST STREET

RENTAL HOUSING DEVELOPMENT

Issued for Rezoning - April , 2019 Response to PTC - October 25, 2021

Reissued for Rezoning - Februrary 28, 2022

Response to PTC - May 31, 2022

| Client | Architect | Surveyor | Landscape | | Civil |
|--|--|---|---|--|--|
| Confide Enterprises Ltd. ola BDK Development Corporation B100 -769 Pacific Bouteward Vancouver, BC V68 5E7 Contact: Dasten Gee-Wing Email: bolk-gitazonhations.com Tel: 604.682.0777 | Ankerman Marchard Architects 1945 West Sin Avenue Vancoure, BC V6J 1NS Contact: Timothy Ankerman Email: Sing@amarchitects.com Tel: 604.872.2595 x28 Fax: 604.872.2505 | Bennett Land Surveying Ltd. 201-275 Fell Avenue North Vancouver, B.C. VPD 3R5 Contact: Tyson Cotnam Email: tyson@bennettsurveys.com Tel: 604.980.4888 x209 Fax: 604.980.5856 | Van Der Zahm & Associates 102-355 Kingsway Vancouver, BC V9T 317 Contact: Dave Jerke Email: davidj@vdc.ca Tel: 604.882.0024 Cell: 604.546.0921 | Forma Design Ion. 209 828 Harbourside Drive North Vancouver, B.C. V7P 3R9 Contact. Bill Harrison Email: billi§@madelign.ca Email: billi§@madelign.ca Tet: 604.986.9193 Fac: 604.986.7320 | R.F. Binnie & Associates Ltd. 300-4940 Canada Way Bumaby, B.C. V96 AM5 Contact: Russell Warren Email: rwamen@binnie.com Tel: 604.420.1721 x6049 Fax: 604.420.4743 |



| SHEET NUMBER | SHEET NAME | SHEET NUMBER | SHEET NAME |
|--------------|---------------------------|--------------|------------------------------------|
| | | | |
| A001 | COVER PAGE & DRAWING LIST | A160 | ROOF FLOOR PLAN |
| A003 | STATISTICS | A200 | ELEVATION - SOUTH |
| A004 | STATISTICS | A210 | ELEVATION - EAST & WEST |
| A007 | DESIGN DATA | A220 | ELEVATIONS - NORTH |
| A008 | DESIGN DATA | A300 | SECTIONS |
| A032 | SITE CONTEXT AERIAL VIEW | A310 | SECTIONS |
| A033 | SITE CONTEXT PHOTOS | A600 | 3D REPRESENTATIONS |
| A035 | STREETSCAPE | A610 | 3D REPRESENTATIONS |
| A040 | SHADOW STUDIES | A810 | AREA OVERLAY - LEVEL 1 |
| A100 | SURVEY | A820 | AREA OVERLAY - LEVEL 2 |
| A101 | SITE PLAN | A830 | AREA OVERLAY - LEVEL 3 |
| A105 | PARKING LEVEL FLOOR PLAN | A840 | AREA OVERLAY - LEVEL 4 |
| A110 | LEVEL 1 FLOOR PLAN | A850 | AREA OVERLAY - LEVEL 5 |
| A120 | LEVEL 2 FLOOR PLAN | A870 | TYPICAL ADAPTABLE UNIT FLOOR PLANS |
| A130 | LEVEL 3 FLOOR PLAN | A880 | BALCONIES WALLS, OPENING AREA |
| A140 | LEVEL 4 FLOOR PLAN | A890 | BALCONIES WALLS, OPENING AREA |
| A150 | LEVEL 5 FLOOR PLAN | A895 | BALCONIES WALLS, OPENING AREA |
| | | | |

ANKENMAN MARCHAND

ARCHITECTS

Project: # 1756

144 - West 21st

Adress: 144 - w21st Street, North Vancouver

Drawing: COVER PAGE & DRAWING LIST

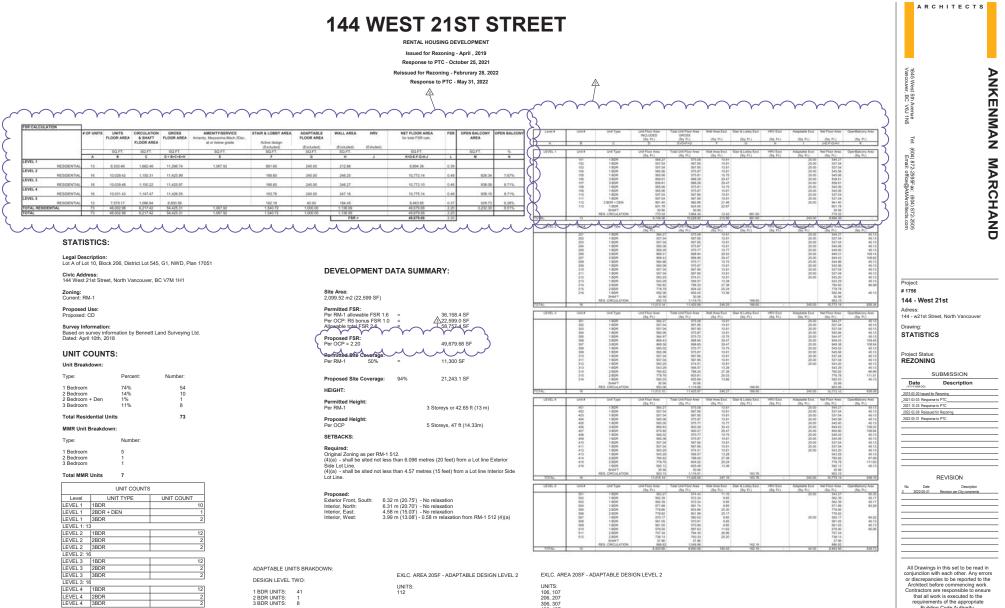
Project Status: REZONING

| | SUBMISSION |
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| Date (mm-MM-DD) | Description |
| 2019-05-30 Issued | for Rezoning |
| _2021-03-03 Respon | nse to PTC |
| 2021-10-25 Respon | nse to PTC |
| 2022-02-28 Reissu | ed for Rezoning |
| 2022-05-31 Respon | nse to PTC |
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Scale:





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TOTAL NUMBER OF UNITS: 73

LEVEL 4: 16

LEVEL 5: 12

LEVEL 5 1BDR LEVEL 5 2BDR

- 8
- TOTAL UNITS: 50

- 106, 107 206, 207 306, 307 406, 407

A003

144 WEST 21ST STREET

RENTAL HOUSING DEVELOPMENT Issued for Rezoning - April , 2019 Response to PTC - October 25, 2021 Reissued for Rezoning - Februrary 28, 2022 Response to PTC - May 31, 2022

PARKING CALCULATIONS:

44 stalls

7 stalls

3 stalls

44 stalls

51 stalls

7 stalls

3 stalls (1 visitor, 2 residents)

51 stalls ((9 small cars = 17.6%)

100% of the residential parking stalls

REQUIRED Rental Residential [per 6700, section 908, Figure 9-3]: 0.6 spaces per unit x 73 units: Residential Visitor [per 6700, section 908 (7)]: 0.1 spaces per unit x 73 units (portion of the required): Residential Disability Parking [per 6700, section 908 (11)]: 0.038 spaces per unit x 73 units (portion of the required):

Total Parking Stalls Required:

PROPOSED

Residential: Residential Visitor (portion): Disability Parking (portion): Total Residential proposed: Residential EV Reeady stalls (Level2):

LOADING CALCULATIONS:

REQUIRED: Residential: Not required PROPOSED Residential: none

BICYCLE PARKING CALCULATIONS:

BICYCLE PARKING REQUIRED:

Secure Bicycle Parking Spaces: Residential: (per 6700, Part 10A, 1.5 per unit) based on 73 units = 109.5 = 110 spaces (Verticals stalls = 55% max, of total = $110 \times 0.35 = 38.5 = 39$ spaces) (Horizontal stalls = 110 - 39 = 71 spaces)

Total Secure Bicycle spaces required = 110 spaces

Short-Term Bicycle Parking Spaces: Residential: (per 6700 1 c, Part 10A, 6 per 60 units or part thereof) based on 73 units =7.3= 8 spaces

Total Short-Term Bicycle spaces required = 8 spaces

Electrical Outlets Required for Secure Parking: 1 outlet per 4 spaces = 110/4 = 27.5=28 Electrical Outlets

BICYCLE PARKING PROPOSED:

Secure: Residential: 76 Horizontal bicycle spaces 36 Vertical bicycle spaces

Total bicycle spaces = 76 + 36 = 112

Short-Term: 15 Horizontal bicycle spaces Total bicycle spaces = 15

Total Bicycle spaces proposed (Secure = 112 + Short-Term = 15) = 127 Spaces

Electrical Outlets Proposed for Secure Parking: 60 Electrical Outlets

REFUSE SPACE CALCULATIONS:



PROPOSED

RESIDENTIAL REFUSE SPACE PROPOSED = 48.30 m2 (520.00 sq.ft.)

ARCHITECTS

164≵ Van

West t 5th Avenue r, BC V6J 1N5

Tel

(604) 872-2595Fax: (604) 872-Email: office@AMArchitects

2505

Project: # 1756

144 - West 21st

Adress: 144 - w21st Street, North Vancouver Drawing:

STATISTICS Project Status: REZONING

-A

| | SUBMISSION |
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| Date (mm-MM-DD) | Description |
| 2019-05-30 Issued | for Rezoning |
| _2021-03-03 Respo | nse to PTC |
| 2021-10-25 Respo | nse to PTC |
| 2022-02-28 Reissu | ed for Rezoning |
| 2022-05-31 Respo | nse to PTC |
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| | REVISION |
| No. Date | Description |
| 3 2022-05-31 | Revision per City comments |
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Scale:



0.486 m2 X 73 units = 35.47 m2 (381.80 sq.ft) Total= 11 m2+ 35.47 m2= 46.48 m2 (500.30 sq.ft)

- 3 x 3 yard bin (garbage) - 2 x 360L carts (newsprints) - 3 x 360L carts (mixed papers) - 2 x 360L carts (mixed papers) - 1 x 2 yard bin (cardboard) - 5 x 240L carts (compostables)





SUBMISSION

REVISION

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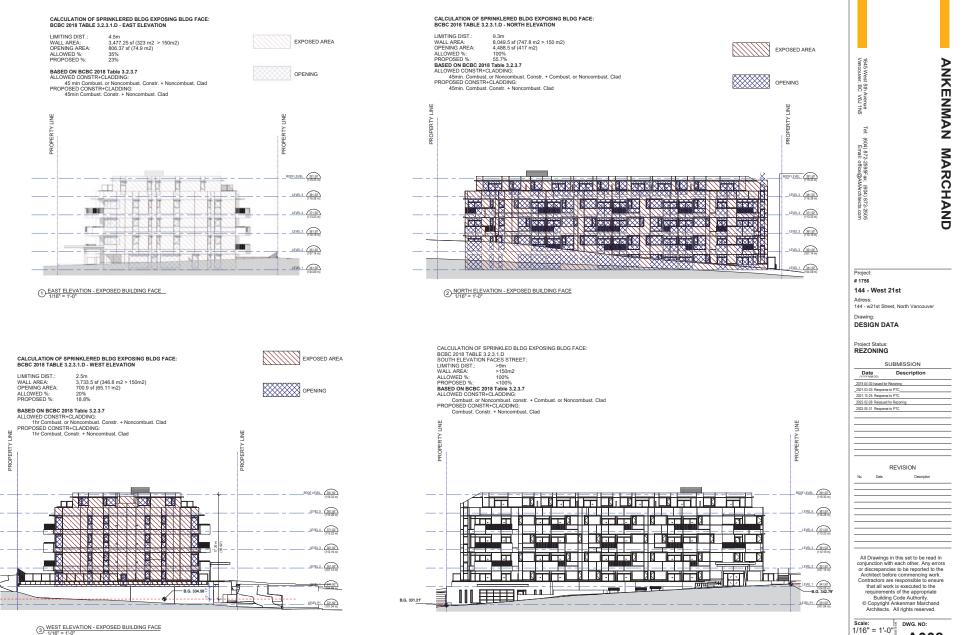
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A007

Description

ANKENMAN MARCHAND

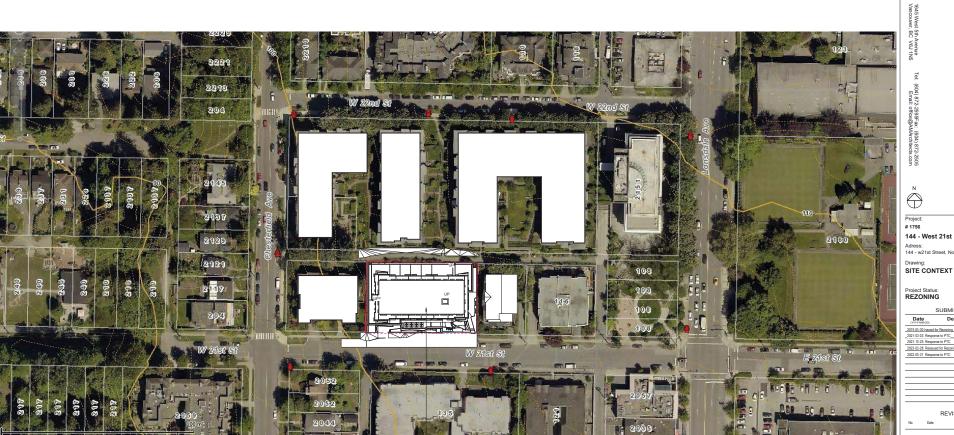
ARCHITECTS



ARCHITECTS

A008

3 WEST ELEVATION - EXPOSED BUILDING FACE 1/16" = 1'-0"



-SUBJECT SITE - 144 WEST 21ST STREET

ANKENMAN MARCHAND

ARCHITECTS

Adress: 144 - w21st Street, North Vancouver

SITE CONTEXT AERIAL VIEW

Project Status: REZONING

SUBMISSION Description Date 2019-05-30 Issued for Rezoning 2021-03-03 Response to PTC 2021-10-25 Response to PTC 2022-02-28 Reissued for Rezonin 2022-05-31 Response to PTC REVISION Dete

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DWG. NO: A032

Scale: 1" = 50'-0"



CONTEXT PLAN

1













6

ARCHITECTS

Project: # 1756 144 - West 21st

Adress: 144 - w21st Street, North Vancouver Drawing: SITE CONTEXT PHOTOS

Project Status: REZONING

1645 West 5th Avenue Vancouver, BC V6J 1N5

Tel:

(604) 872-2595Fax: (604) 872-2505 Email: office@AMArchitects.com

| S | SUBMISSION |
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| Date (mm-MM-DD) | Description |
| 2019-05-30 Issued for | r Rezoning |
| 2021-03-03 Respons | |
| 2021-10-25 Respons | e to PTC |
| 2022-02-28 Reissued | f for Rezoning |
| 2022-05-31 Respons | e to PTC |
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| Architect | s All rights reserved |



Plot Date:

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OCAL REVIT D:\001



EXISTING SOUTH STREETSCAPE



1645 West 5th Avenue Vancouver, BC V6J 1N5

Tel:

(604) 872-2595Fax: (604) 872-2505 Email: office@AMArchitects.com

ANKENMAN MARCHAND

ARCHITECTS

Adress: 144 - w21st Street, North Vancouver Drawing: STREETSCAPE

Project Status: REZONING

| mm | te IM-DD) | Descr | iption | |
|-----------|---------------|--------------|----------------|---|
| 2019-05-3 | 30 Issued for | Rezoning | | |
| 2021-03-0 | 03 Response | to PTC | | |
| 2021-10-2 | 25 Response | to PTC | | |
| 2022-02- | 28 Reissued | for Rezoning | | |
| 2022-05-3 | 31 Response | to PTC | | |
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PROPOSED SOUTH STREETSCAPE

-LLLL HHHH JUNE JUNE JUNE 10 AM 12 PM 2 PM MARCH / SEPTEMBER MARCH / SEPTEMBER MARCH / SEPTEMBER C THE R. Ъ 10 AM 12 PM 2 PM OCA REVIT D:\001 2022-06-02 9:40:07 AM DECEMBER DECEMBER DECEMBER S555 1111 Plot Date:

2 PM

12 PM

ARCHITECTS

1645 West 5th Avenue Vancouver, BC V6J 1N5

Tel:

(604) 872-2595Fax: (604) 872-2505 Email: office@AMArchitects.com

Project: # 1756

Drawing:

Date

No.

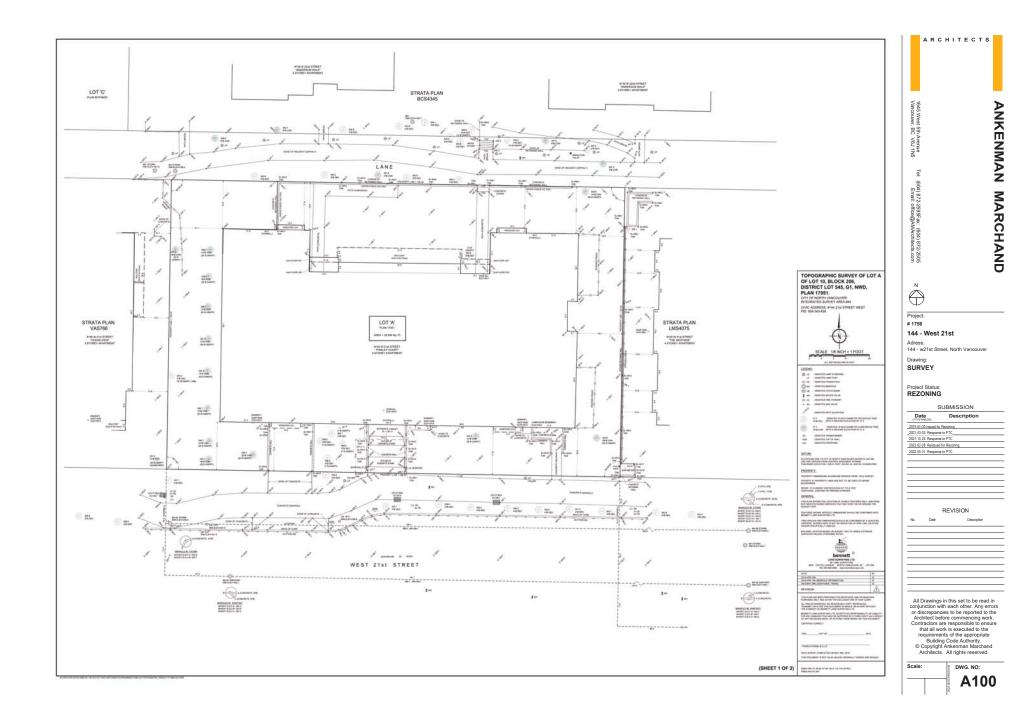
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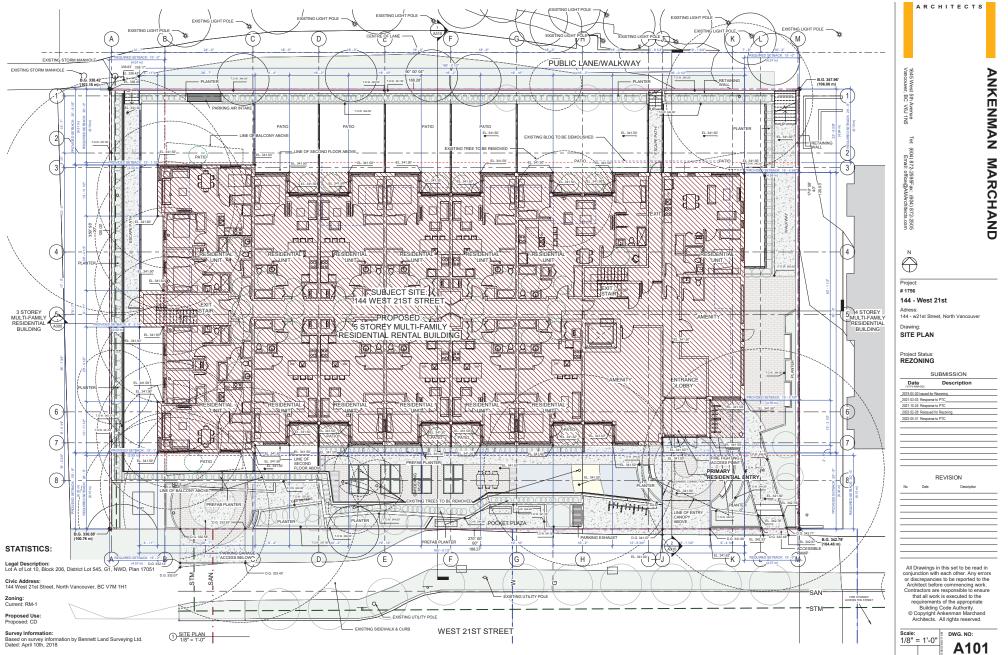
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A040

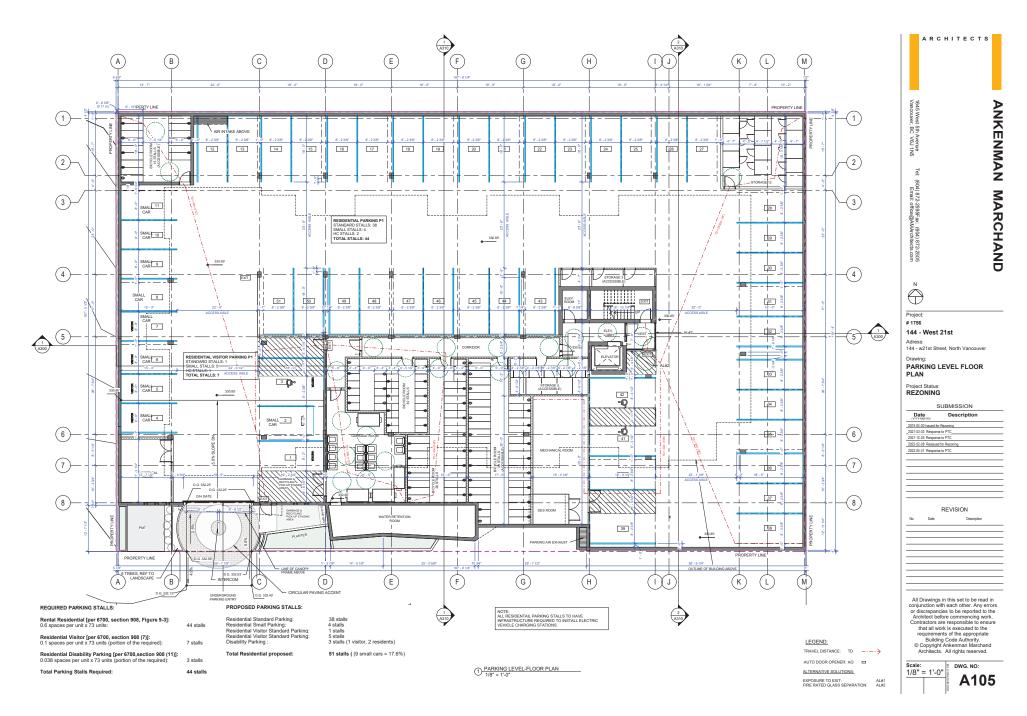
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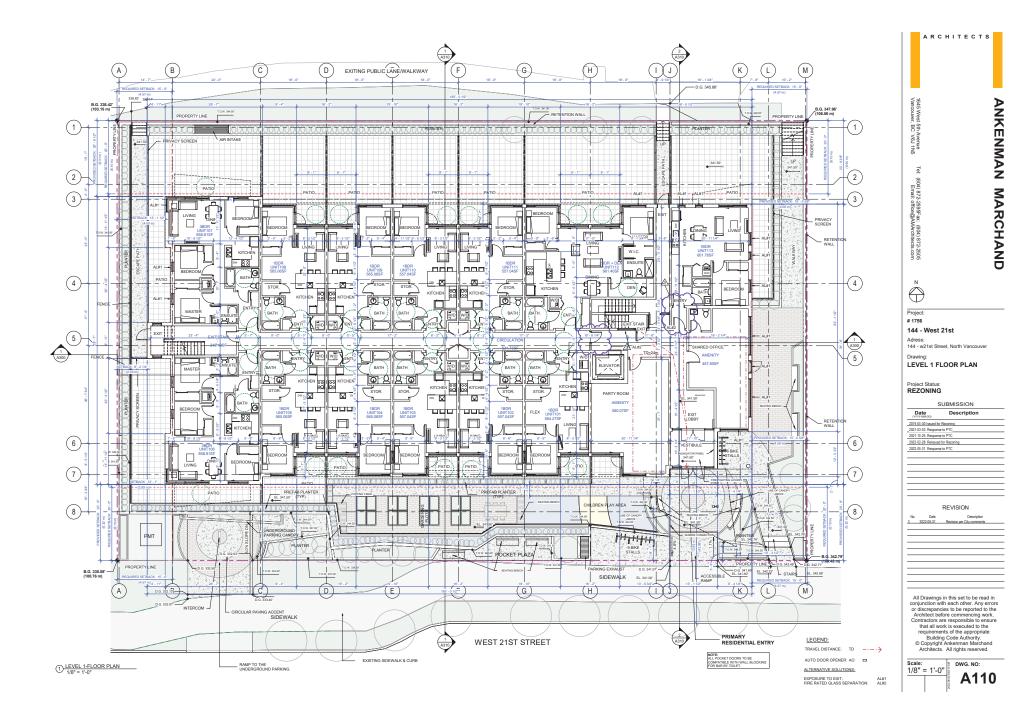
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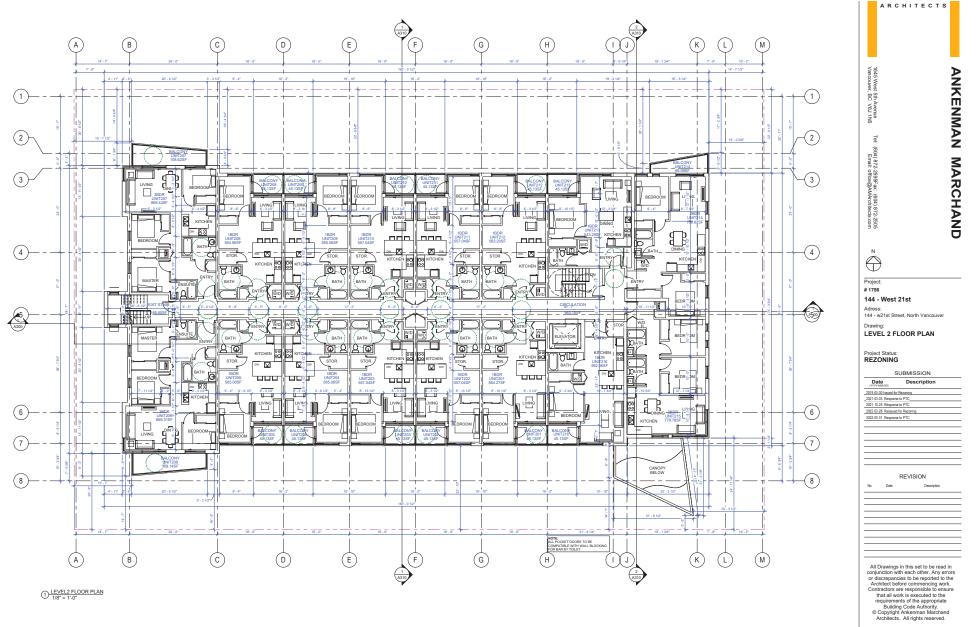
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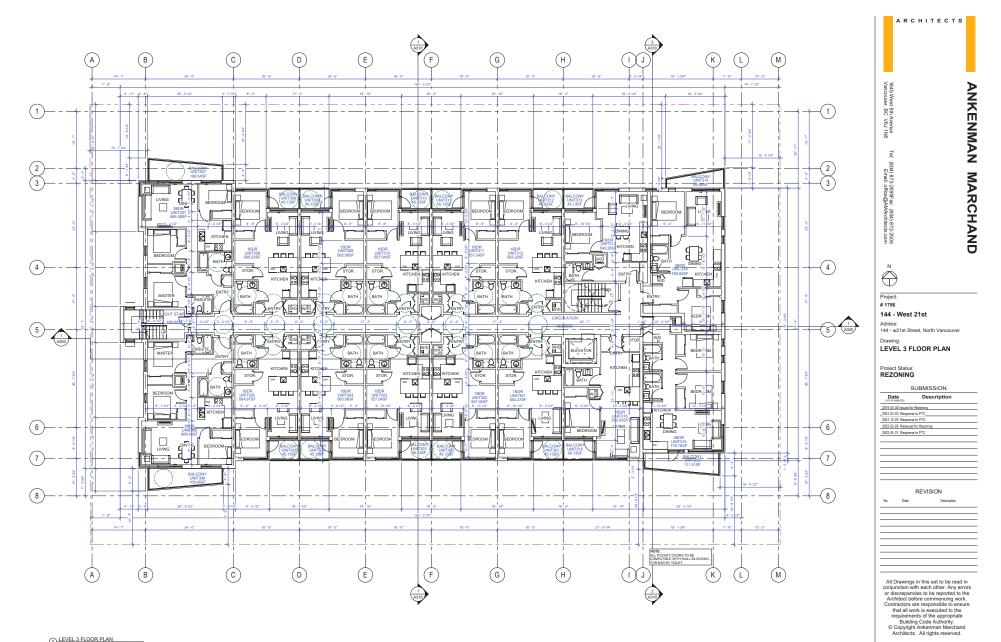




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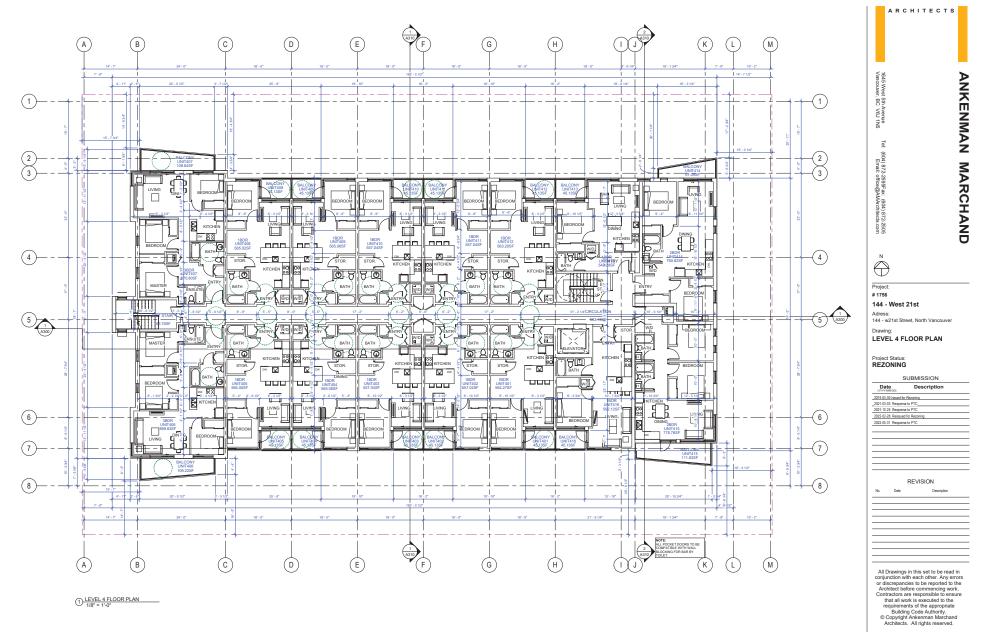
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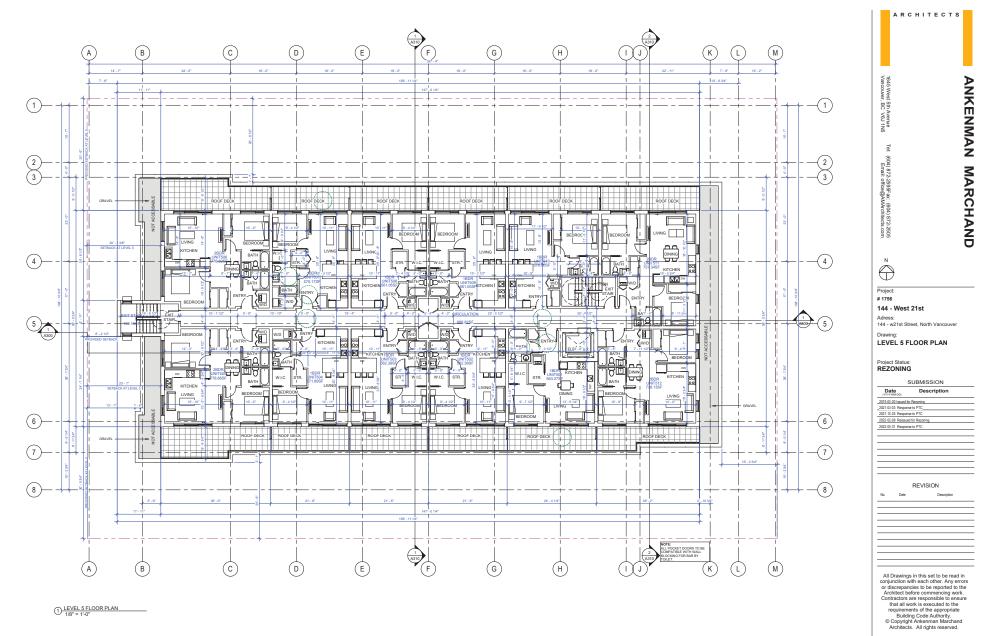
1 <u>LEVEL 3 FLOOR PLAN</u> 1/8" = 1'-0"

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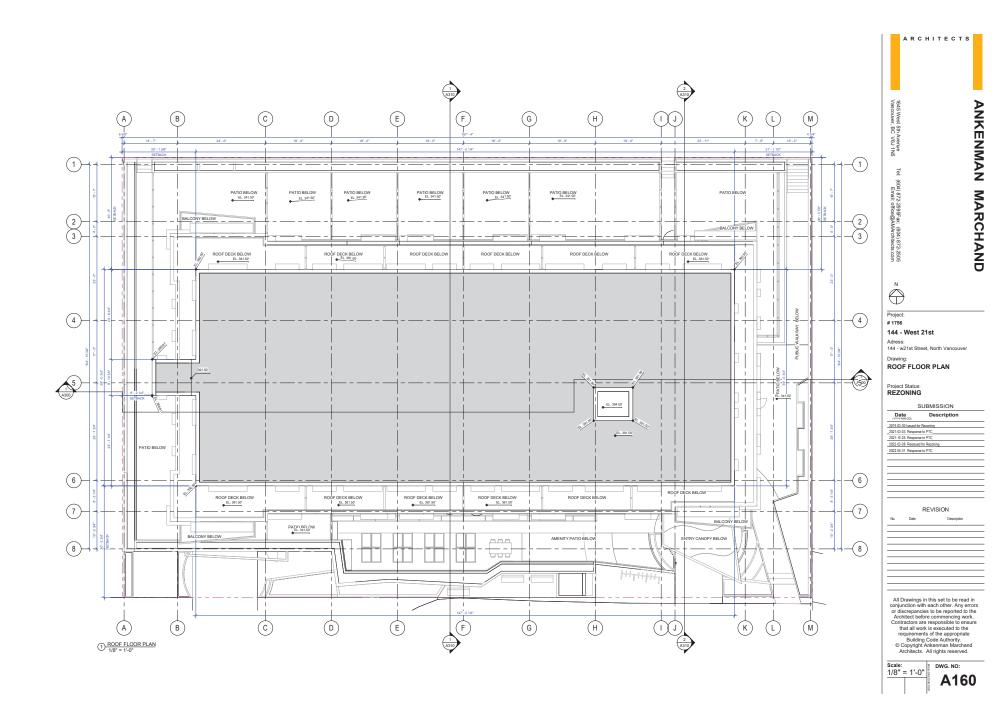
1/8" = 1'-0"

Scale: 1/8" = 1'-0" DWG. NO: A140



1 LEVEL 5 FLOOR PLAN 1/8" = 1'-0"

Scale: 1/8" = 1'-0" DWG. NO: A150





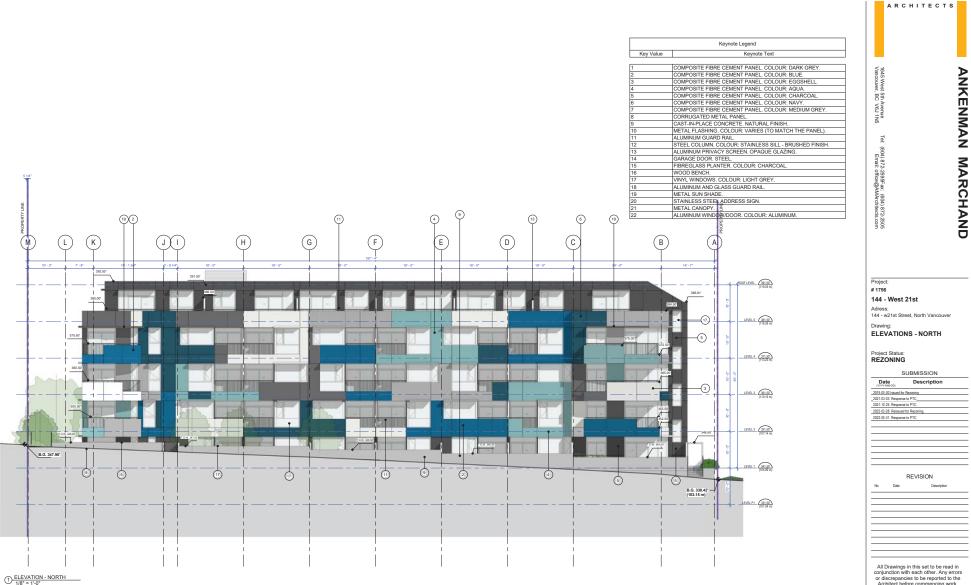
Scale: 1/8" = 1'-0"

A200



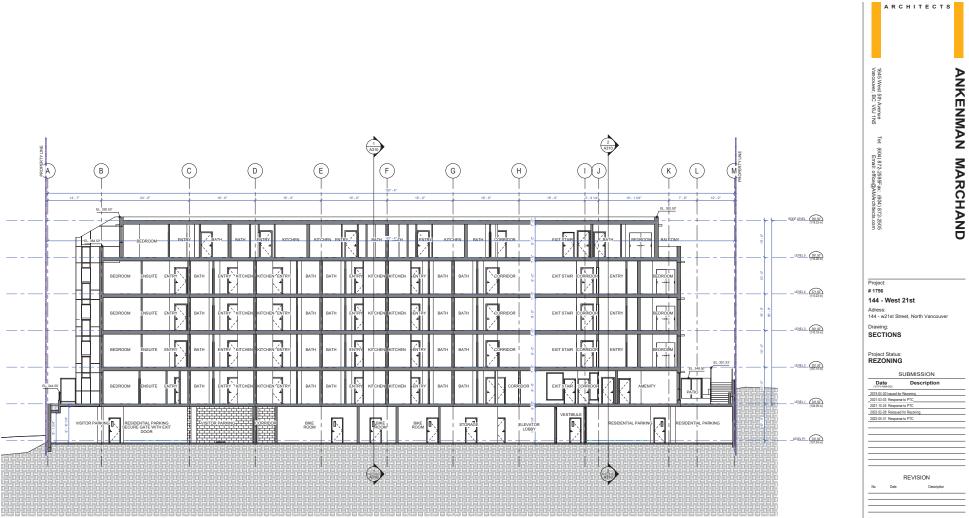
1 AM D:001 REVIT LOCAL FILES:1756_01_MAIN_R20_CF_144_w

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ocale: 1/8" = 1'-0" DWG. NO: A220



1 SECTION - LONGITUDINAL

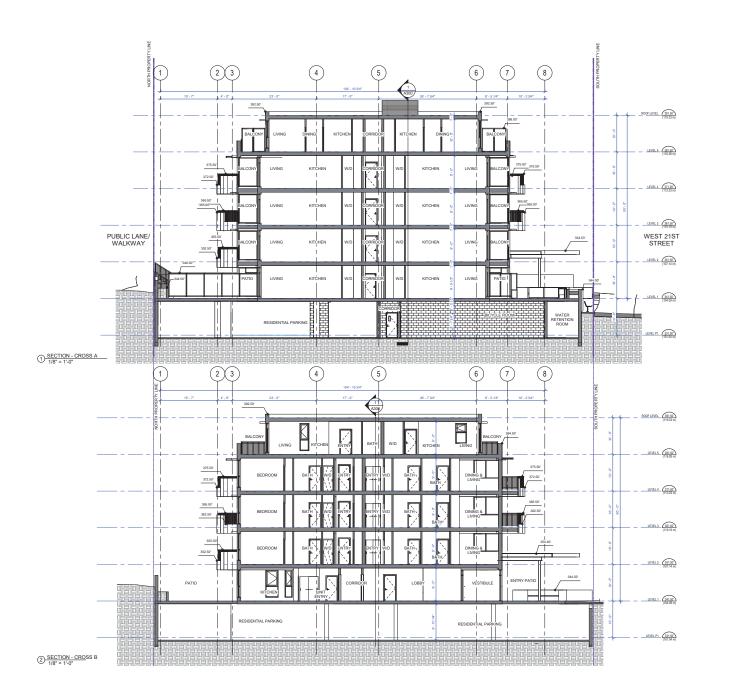
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Scale: 1/8" = 1'-0"

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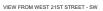




VIEW FROM WEST 21ST STREET - SE



VIEW FROM NORTH PATHWAY - NE





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ANKENMAN MARCHAND

ARCHITECTS

Project: # 1756 144 - West 21st

Adress: 144 - w21st Street, North Vancouver Drawing: 3D REPRESENTATIONS

Project Status: REZONING

| SUBMISSION | |
|---|--|
| Date (mm-MM-DD) | Description |
| 2019-05-30 Issued for Re | zoning |
| 2021-03-03 Response to | PTC_ |
| 2021-10-25 Response to | PTC |
| 2022-02-28 Reissued for | Rezoning |
| 2022-05-31 Response to | PTC |
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that all work is executed to the requirements of the appropriate Building Code Authority. © Copyright Ankenman Marchand Architects. All rights reserved. Scale: DWG. NO:

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VIEW FROM EAST PATHWAY - SE

8 2022-

Date:

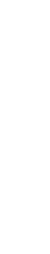
Plot



SOUTH FACADE DETAIL VIEW - SE



PARKING ENTRANCE VIEW- SW



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ANKENMAN MARCHAND

ARCHITECTS

Project: # 1756 144 - West 21st

Adress: 144 - w21st Street, North Vancouver Drawing: 3D REPRESENTATIONS

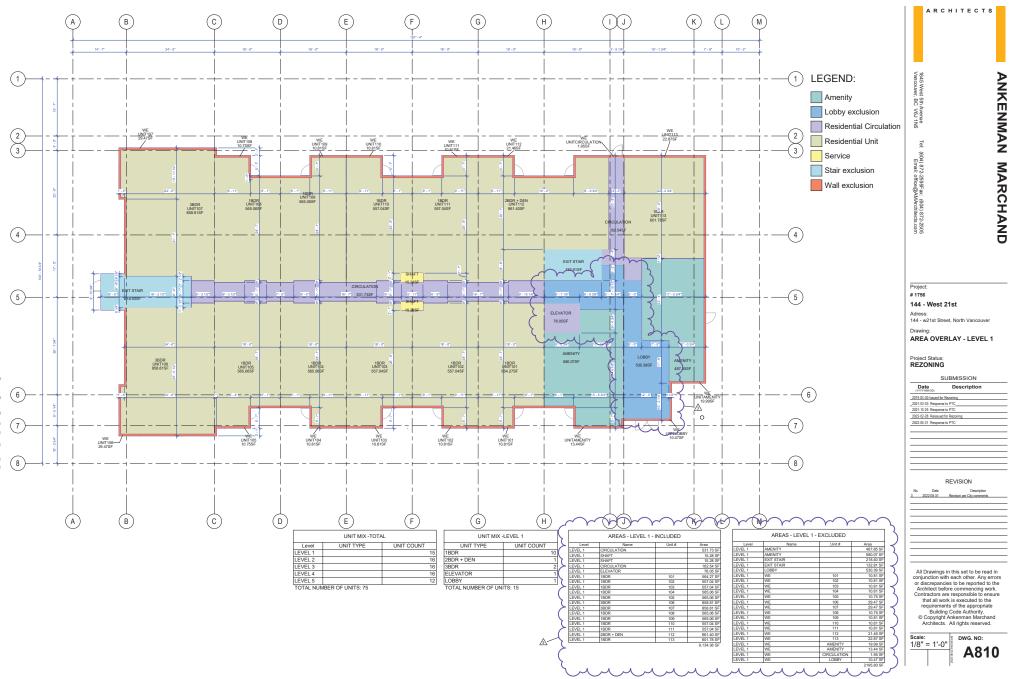
Project Status: REZONING

| SUBMISSION | |
|---|-------|
| Date Description | |
| 2019-05-30 Issued for Rezoning | |
| 2021-03-03 Response to PTC | |
| 2021-10-25 Response to PTC | |
| 2022-02-28 Reissued for Rezoning | |
| 2022-05-31 Response to PTC | |
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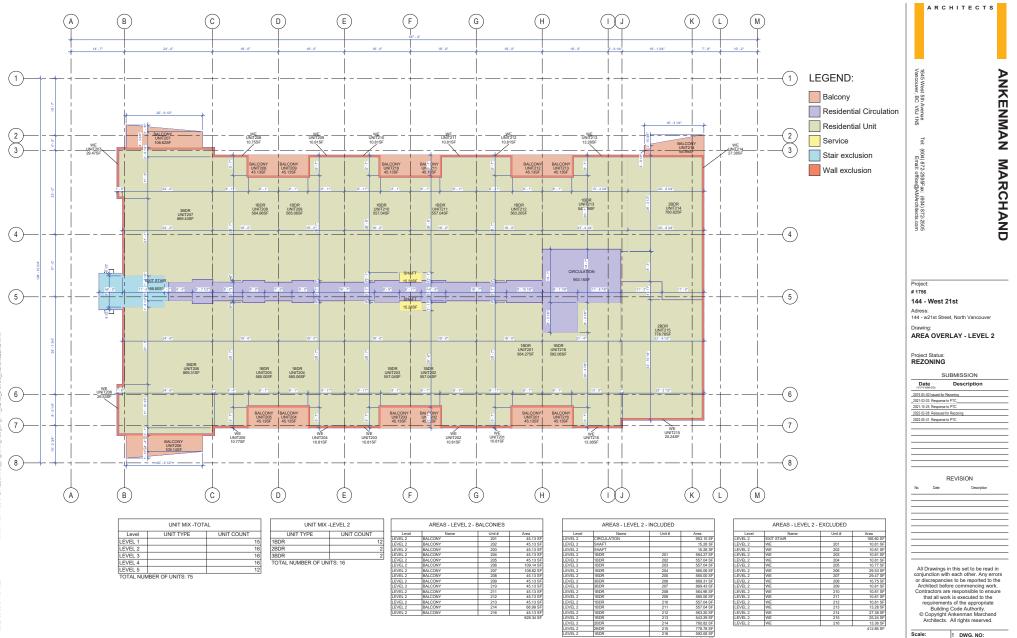
or discrepancies to be reported to the Architect before commencing work. Contractors are responsible to ensure that all work is executed to the requirements of the appropriate Building Code Authority. © Copyright Ankenman Marchand Architects. All rights reserved.

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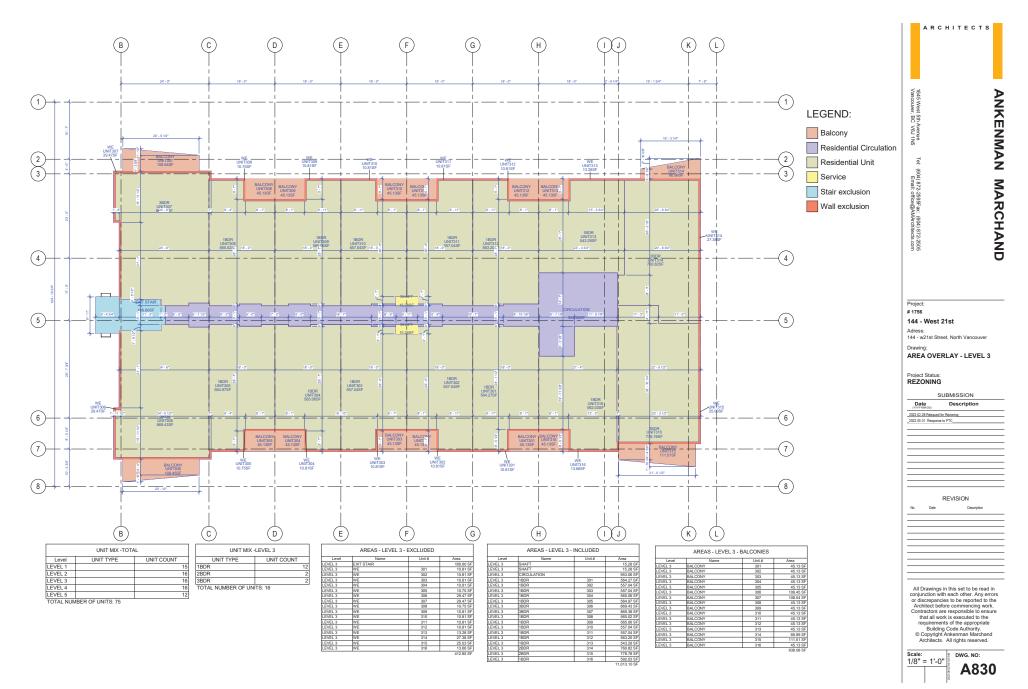


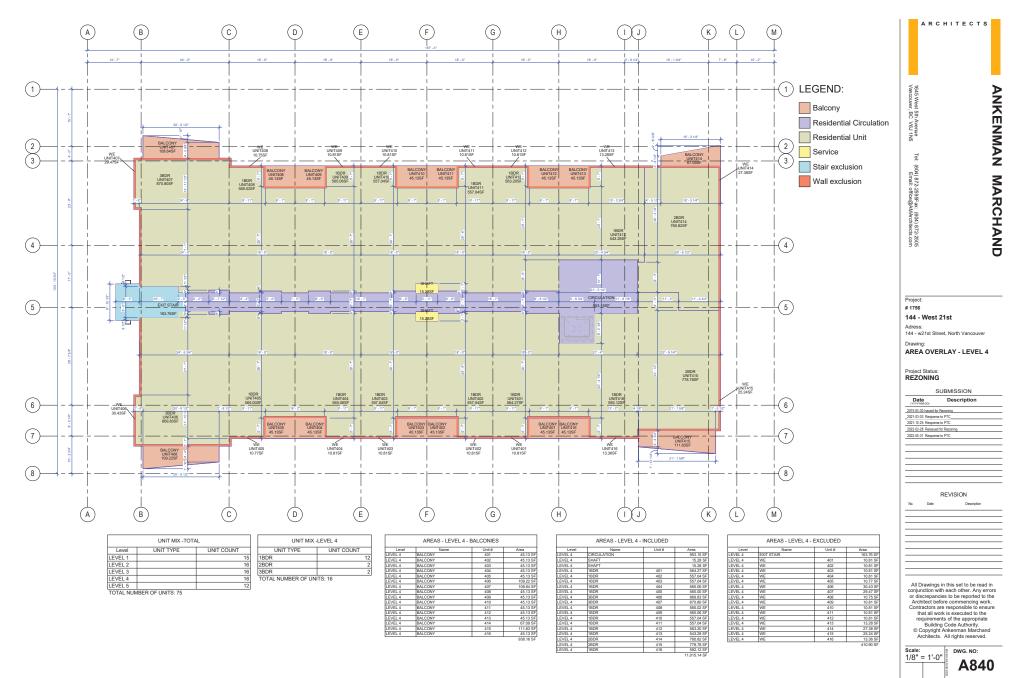
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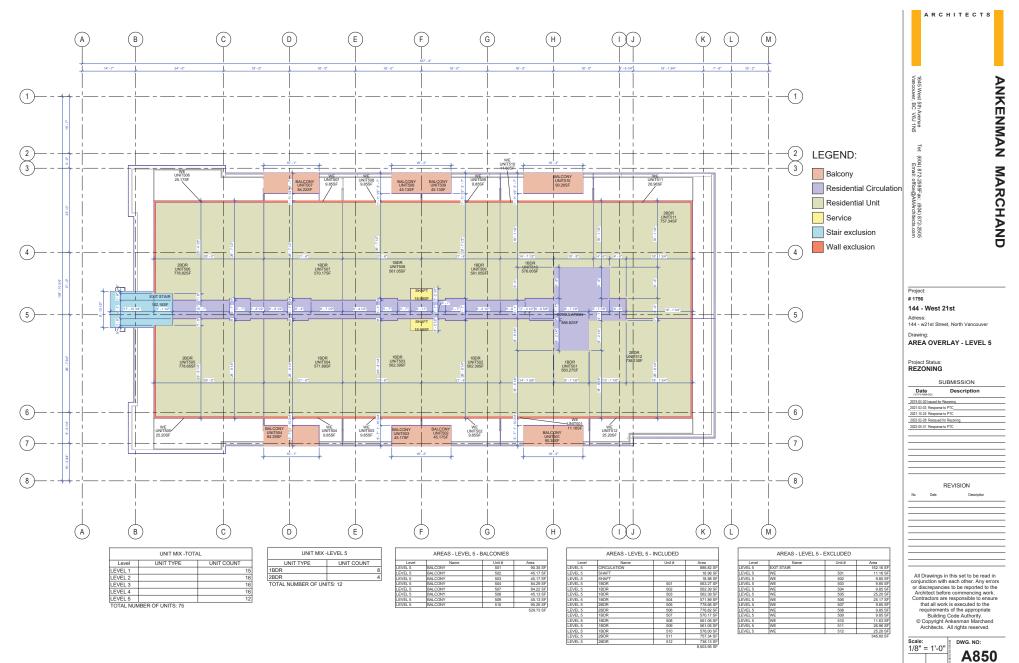
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1645 West 5th Avenue Vancouver, BC V6J 1N5 Tel: (604) 872-2595Fax: (604) 872-2505 Email: office@AMArchitects.com

ANKENMAN MARCHAND

ARCHITECTS



PATIO

1/4" = 1'-0"

EXLC. AREA 20SF - ADAPTABLE DESIGN LEVEL 2

| UNITS: 106, 107 206, 207 306, 307 | |
|--|--|
| 406, 407 | |

| 2 TYPICAL 1-BEDROOM ADAPTABLE UNIT F | PLAN |
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ADAPTABLE BATH

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EXLC. AREA 20SF - ADAPTABLE DESIGN LEVEL 2

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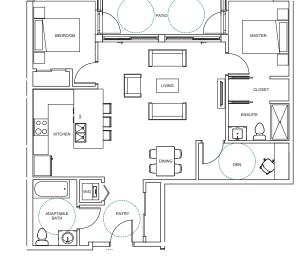
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UNITS: 101, 102, 103, 104, 105, 108, 109, 110, 111 201, 202, 203, 204, 205, 208, 209, 210, 211, 212 301, 302, 303, 304, 305, 308, 309, 310, 311, 312 401, 402, 403, 404, 405, 408, 409, 410, 411, 412 501,507



3 TYPICAL 2-BEDROOM ADAPTABLE UNIT PLAN 1/4" = 1'-0"

EXLC. AREA 20SF - ADAPTABLE DESIGN LEVEL 2

UNITS: 112

Project: # 1756 144 - West 21st Adress: 144 - w21st Street, North Vancouver Drawing:

TYPICAL ADAPTABLE UNIT FLOOR PLANS

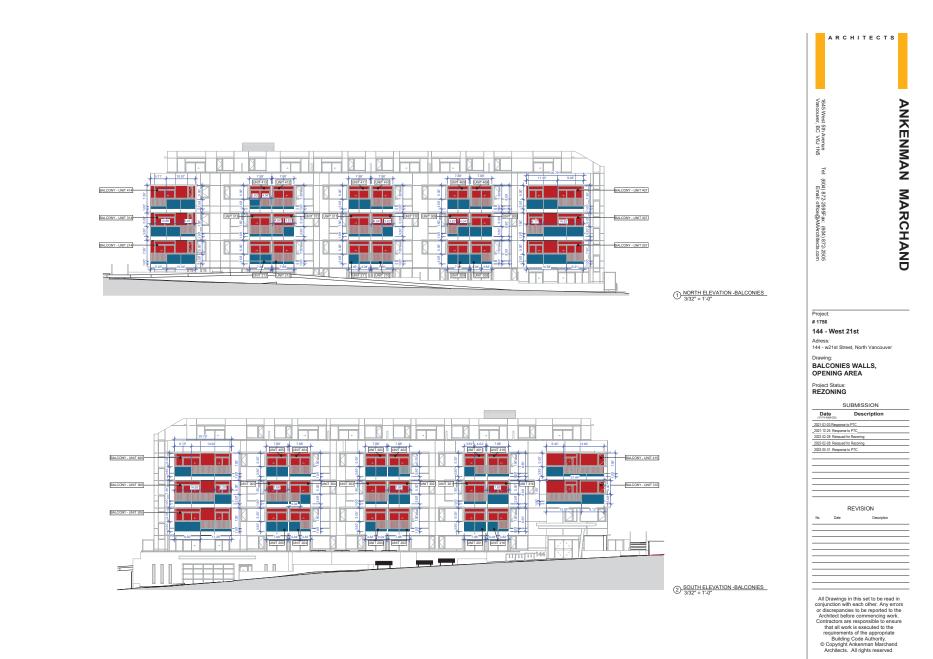
Project Status: REZONING

| (mm-MM-DD) | Description |
|---------------------|--|
| 2019-05-30 Issued 1 | for Rezoning |
| 2021-03-03 Respon | ise to PTC |
| 2021-10-25 Respon | nse to PTC |
| 2022-02-28 Reissu | ed for Rezoning |
| 2022-05-31 Respon | nse to PTC |
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that all work is executed to the requirements of the appropriate Building Code Authority. © Copyright Ankenman Marchand Architects. All rights reserved.







Scale: DWG. NO: 3/32" = 1'-0"

A890

NMAN MAKCHAND

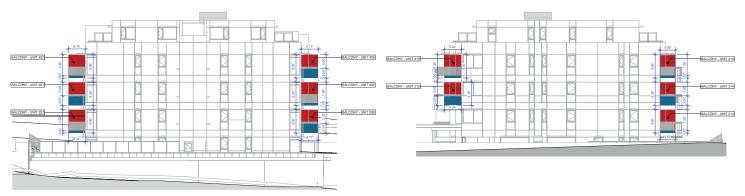
ARCHITECTS

1645 West 5th Avenue Vancouver, BC V6J 1N5

Tel:

(604) 872-2595Fax: (604) 872-2505 Email: office@AMArchitects.com

Project: # 1756 144 - West 21st



1 WEST ELEVATION - BALCONIES 3/32" = 1'-0" 2 EAST ELEVATION - BALCONIES 3/32" = 1'-0"

Adress: 144 - w21st Street, North Vancouver Drawing: BALCONIES WALLS, OPENING AREA Project Status: REZONING

| SUBMISSION | | | | |
|---|---|--|--|--|
| Date (mm-MM-DD) | Description | | | |
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| _2021-10-25 Respon | ise to PTC | | | |
| 2022-02-28 Reissue | | | | |
| 2022-02-28 Reissue | ed for Rezoning | | | |
| 2022-05-31 Respon | ise to PTC | | | |
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Scale: 3/32" = 1'-0" DWG. NO: **A895**

VDZ+A

102-9181 Church St Fort Langley, BC V1M 2R8 VST 3J7 www.vdz.ca 604-1

604-882-00

144 West 21 Street

Issued for Rezoning/Development Permit

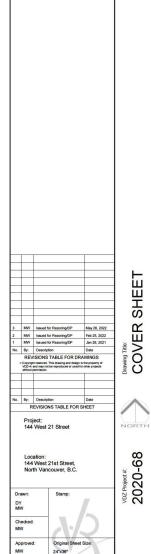
| Contact Information | Other Key Contacts: | | | |
|---|--|--|--|--|
| VDZ+A Project Landscape Architecture Fort Langley Studio 102 - 9181 Church Street Fort Langley, British Columbia, V1M 2R8 Mount Pleasant Studio 102-3535 Kingaway Vancouver, British Columbia, VST 3J7 | Confide Enterprises Ltd. c/o BDK Development Corporation Project Onnet B100 - 750 Pacific Boulevard Vancouver, BC V8B 567 Tel: 604.682.0777 | Ankenman Marchand Architect Project Building Architecture 1645 West 5th Avenue Vancouver, BC V5J 1N5 Tel: 604.872.2595 x28 | | |
| Primary project contact: Micole Wu micole@vdz.ca | Legal Address and Description: | | | |
| micceigvez.ca 6045469292 (Ext: 107) Alternate contacts (in case away): Mark van der Zalm Principal Landscape Architect mark@vdz.ca o. 604 546 0920 | TOPOGRAPHIC SURVEY OF LOT A OF DISTRICT LOT 545, G1, NWD, PLAN 17051. | F LOT 10, BLOCK 206, | | |

Sheet List Table

| Sheet Number | Sheet Title |
|-----------------|----------------------------------|
| L-01 | COVER SHEET |
| L-02 | TREE PROTECTION AND REMOVAL PLAN |
| L-03 | LANDSCAPE PLAN |
| L-04A | PLANTING PLAN - WEST |
| L-04B | PLANTING PLAN - EAST |
| L-05 | GRADING PLAN |
| L-06 | LIGHTING PLAN |
| LS-01 | SECTIONS |
| LS-02 | SECTIONS |
| LS-03 | SECTIONS |
| LD-01 | DETAILS |
| LD-02 | DETAILS |
| LD-03 | DETAILS |
| | |







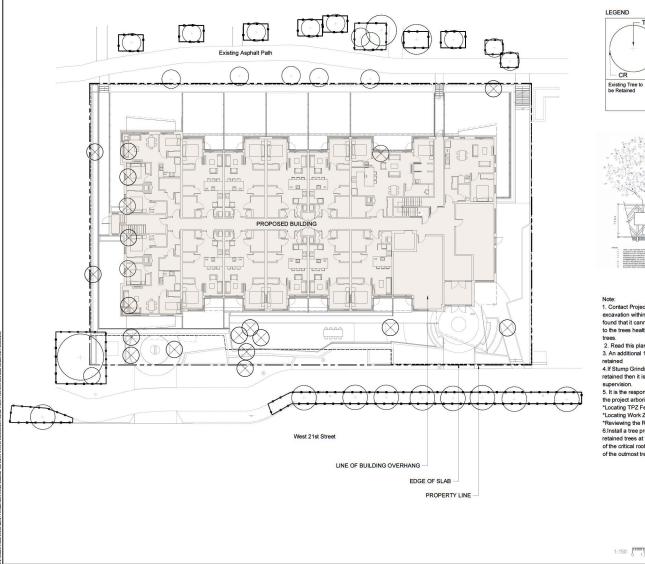
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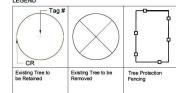
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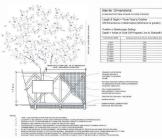
CONTRACTOR SHALL CHECK AN DIMENSIONS ON THE WORK AN

BEFORE PRO AND SPECIFIC PROPERTY OF RETURNED AT L-01

VDDZ+A







 Contact Project Arborist for inspection 72 hrs prior to any grading or excavation within the tree protection zone. (typ) if during excavation it is found that it cannot be completed without severing roots that are critical to the trees health or stability it may be necessary to remove additional trees.

Read this plan together with the arborist report.
 An additional 1m setback is shown for all hand-plotted trees to be

 An additional intersectack is shown to all mand-plotted trees to be retained
 If Stump Grinding is to occur in close proximity to trees which are to be

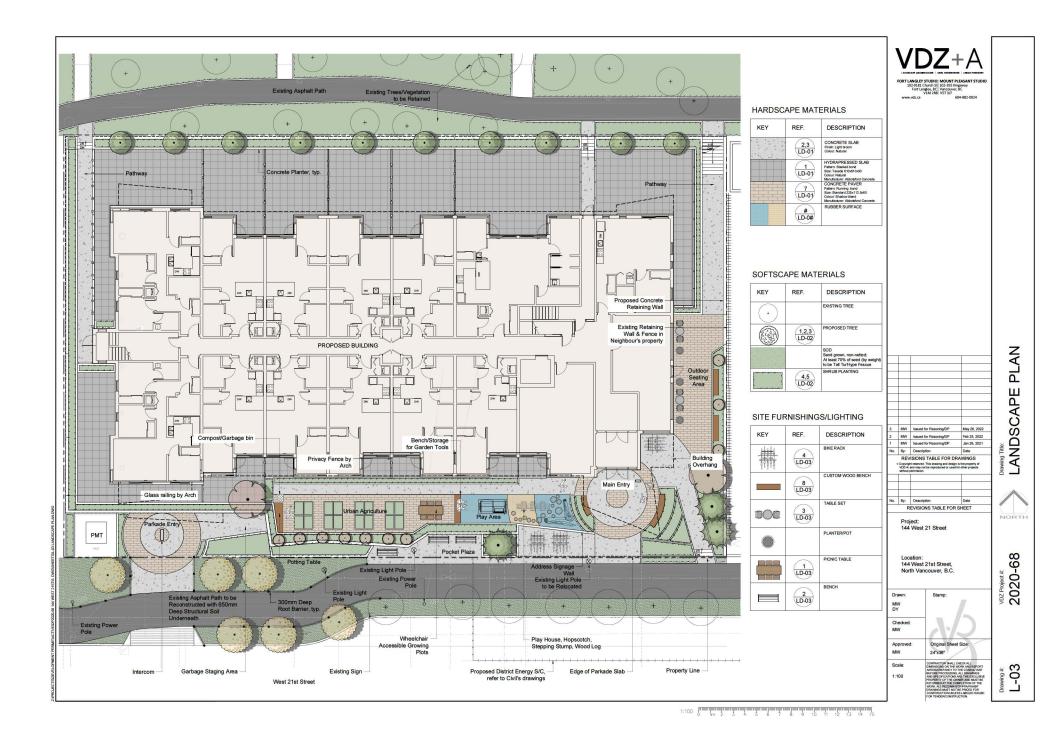
retained then it is requested stumps to be removed under Arborist supervision.

5. It is the responsibility of the client or his/her representative to contact the project arborist for the purpose of:

*Locating VMz Zenoring *Locating VMz Zone and Machine access conidors where required *Reviewing the Report with the project foreman or site supervisor. 6. Install a tree protection barrier around any retained tree or group of retained trees at the drn jine of the outemost tree, the outside boundary of the critical root zone of the outemost tree, or 5 metres from the stem of the outmost tree, whichever is greatest.



1:150 0 1.5m 3 4.5 6 7.5 9 10.5 12 13.5 15 16.5 18 19.5 21 22.5





TREE SCHEDULE

| TREES | BOTANICAL / COMMON NAME | CONT | NATIVE | QTY | DETAIL |
|-----------|---|--------------------------|----------------|-----|--------|
| (\cdot) | Acer circinatum / Vine Maple | B&B, 2.0m Ht, multi-stem | Locally Native | 10 | |
| (.3 | Amelanchier afnifolia / Serviceberry | B&B 6cm cal, 2.0m Std. | Locally Native | 2 | |
| Ū_ | Liquidambar styraciflua 'Siender Silhouette' / Columnar Sweet Gum | B&B 6cm cal, 2.0m Std. | | 10 | |
| {·} | Picea omorika / Serbian Spruce | 3.0m ht. | Near Native | 3 | |
| (\cdot) | Syringa reticulata 'Ivory SIk' / Ivory Silk Japanese Tree Lilac | B&B 6cm cal, 2.0m Std. | | 6 | |
| | | | | | |

PLANT SCHEDULE

| SHRUBS | BOTANICAL / COMMON NAME | CONT | SPACING | QTY | REMARKS |
|---------------------|--|----------|---------|-----|------------------|
| Au | Arbutus unedo 'Compacta' / Dwarf Strawberry Tree | #3 | 0.75m | 7 | Drought Tolerant |
| Ct | Choisva ternata / Mexican Orange | #3 | 0.75m | 8 | Drought Tolerant |
| Cb | Comus seriosa 'Bud's Yellow' / Yellow Twig Dogwood | #2 | 0.75m | 15 | |
| Gs | Gaultheria shallon / Salal | #2 | 0.45m | 55 | Native |
| Ho | Hebe pinguifolia 'Sutherlandii' / Pagei Hebe | #2 | 0.6m | 47 | Drought Tolerant |
| Mn | Mahonia Nervosa / Oregon Grape | #2 | 0.65m | 8 | Native |
| PI | Prunus Jusitanica / Portugal Laurel | 1.2m ht | 0.75m | 70 | BB |
| Rw | Ribes sanguineum 'White Icide' / White Flowering Currant | #5 | 1m | 3 | Near-Native |
| Ri | Rosa woodsii / Mountain Rose | #2 | 0.75m | 8 | Native |
| Rs | Rubus spectabilis / Salmonberry | #2 | 0.75m | 19 | Native |
| Sd | Spiraea douglasii / Western Spirea | #2 | 0.65m | 20 | Native |
| Sa | Symphoricarpos albus / Common White Snowberry | #2 | 0.75m | 25 | Native |
| Ti | Taxus baccata Repandens / Spreading English Yew | #2 | 0.6m | 12 | |
| Th | Taxus x media 'Hicksii' / Hicks Yew | 1.2m ht. | 0.75m | 60 | B&B |
| Vt | Vaccinium ovatum 'Thunderbird' / Evergreen Huckleberry | #3 | 0.65m | 8 | Native |
| Vk | Vaccinium vitis-idaea 'Koralle' / Lingonberry | #2 | 0.45m | 6 | Native |
| FERNS | BOTANICAL / COMMON NAME | CONT | SPACING | OTY | REMARKS |
| Bs | Blechnum spicant / Deer Fern | #1 | 0.45m | 15 | Native |
| Pm | Polystichum munitum / Western Sword Fern | #2 | 0.5m | 19 | Native |
| PERENNIALS | BOTANICAL / COMMON NAME | CONT | SPACING | QTY | REMARKS |
| As | Aster subspicatus / Douglas Aster | #1 | 0.3m | 33 | Native |
| Ds | Dicentra spectabilis / Bleeding Heart | #1 | 0.45m | 8 | |
| Hm | Heuchera micrantha / Crevice Alum Root | #1 | 0.45m | 51 | Native |
| Mc | Mukdenia rossii 'Crimson Fans' / Crimson Fans Mukdenia | #1 | 0.3m | 15 | |
| VINES | BOTANICAL / COMMON NAME | CONT | SPACING | OTY | REMARKS |
| Pt | Parthenocissus tricuspidata / Boston lvy | #1 | 0.65m | 2 | Staked |
| GROUND COVERS | BOTANICAL / COMMON NAME | CONT | SPACING | QTY | REMARKS |
| | Claytonia perfoliata / Miner's Lettuce | 10cm | 300mm | 14 | Native |
| | Elymus mollis / American Dunegrass | #1 | 300mm | 119 | Native |
| 1-51534 1-741344 | Fragaria vesca / Woodland Strawberry | #1 | 300mm | 17 | Native |

PLANTING NOTES:

1. PLANTS IN THIS PLANT LIST ARE SPECIFIED ACCORDING TO THE CANADIAN NURSERY LANDSCAPE ASSOCIATION CANADIAN STANDARDS FOR NURSERY STOCK AND SECTION 12, CONTAINER GROWN PLANTS OF THE BC LANDSCAPE STANDARD, CURRENT EDITION.

2. ALL PLANT MATERIAL SHALL MEET OR EXCEED STANDARDS REQUIRED BY BCLNA OR BCSLA GUIDELINES.PLANT MATERIAL TO BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO DELIVERY TO SITE.

3. TOPSOIL SUPPLIED SHALL BE FROM A REPUTABLE SOURCE. A FULL ANALYSIS OF THE TOPSOIL WILL BE REQUIRED AT THE CONTRACTORS EXPENSE, SUBMIT TO LANDSCAPE CONSULTANT FOR APPROVAL.

4. AMEND TOPSOIL PER SOIL ANALYSIS RECOMMENDATIONS PRIOR TO SPREADING ON SITE. REJECTED TOPSOIL SHALL BE REMOVED OFF SITE IMMEDIATELY AT THE LANDSCAPE CONTRACTORS EXPENSE.

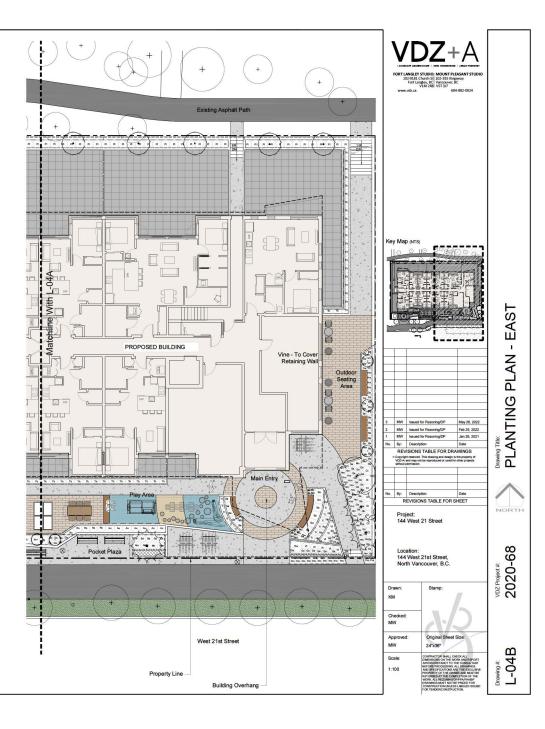
5. TOPSOIL DEPTHS FOR PLANTING AS FOLLOWS: A. SHRUBS: 450MM

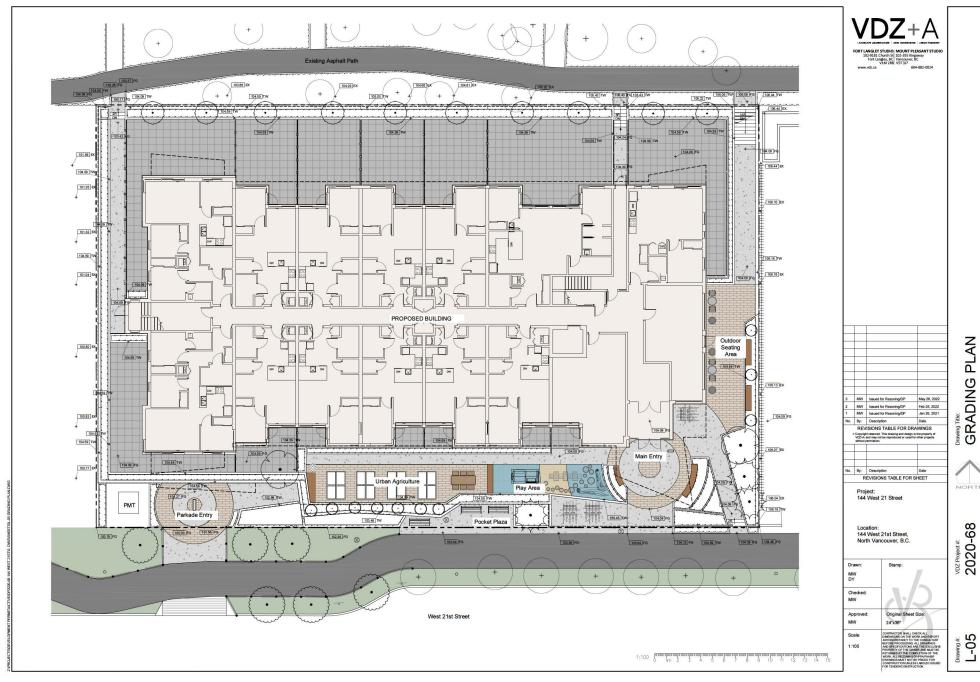
- B. SOD: 150MM C. TREE PITS: 1000MM WITH 300MM (BELOW ROOT BALL)

- 6. 2" MINUS COMPOST MULCH TO BE INSTALLED IN ALL SHRUB PLANTING AREAS.
- INSTALL 900MM CONTINUOUS SOIL TRENCH IN BOULEVARDS WHERE STREET TREES ARE PROPOSED. 7.
- AREA BETWEEN BACK OF SIDEWALK AND PL TO RECEIVE 600MM SOIL AND 300MM DEPTH OF "TURF-BLEND" SOIL 8.
- 9. SCARIFY TOP 50MM OF SUBGRADE PRIOR TO PLACEMENT OF GROWING MEDIUM.

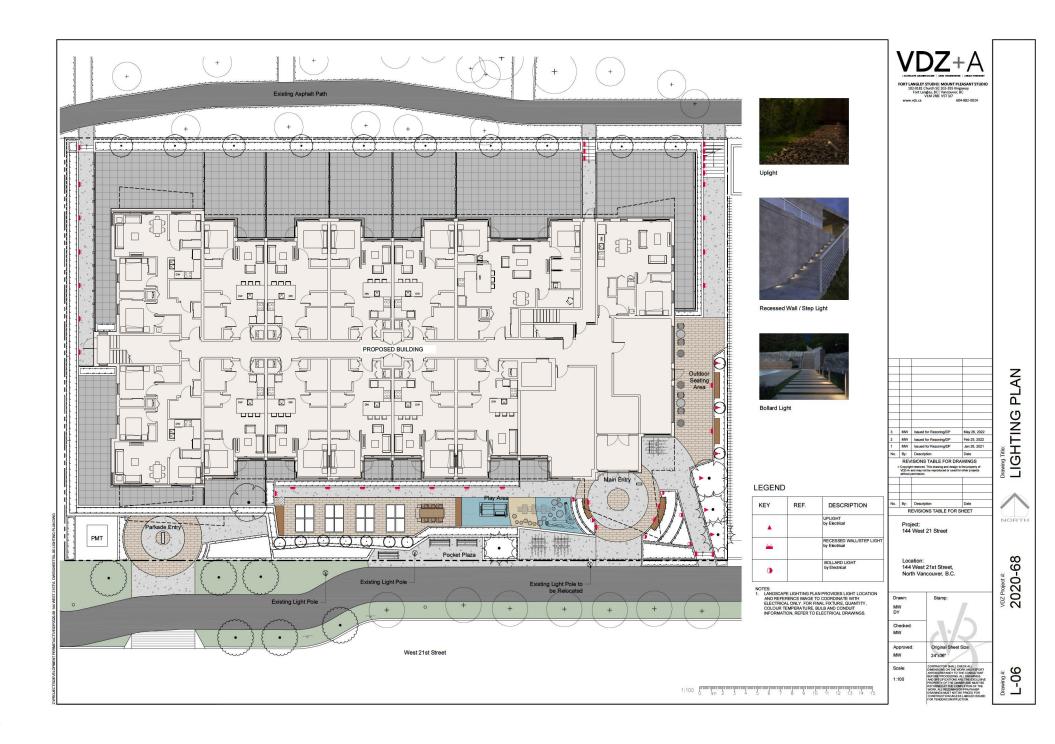
- IRRIGATION NOTE:
- 1. ALL AREAS TO BE IRRIGATED. IRRIGATION SYSTEM TO MEET OR EXCEED IIABC STANDARDS. LANDSCAPE ARCHITECT TO REVIEW IRRIGATION PLANS.

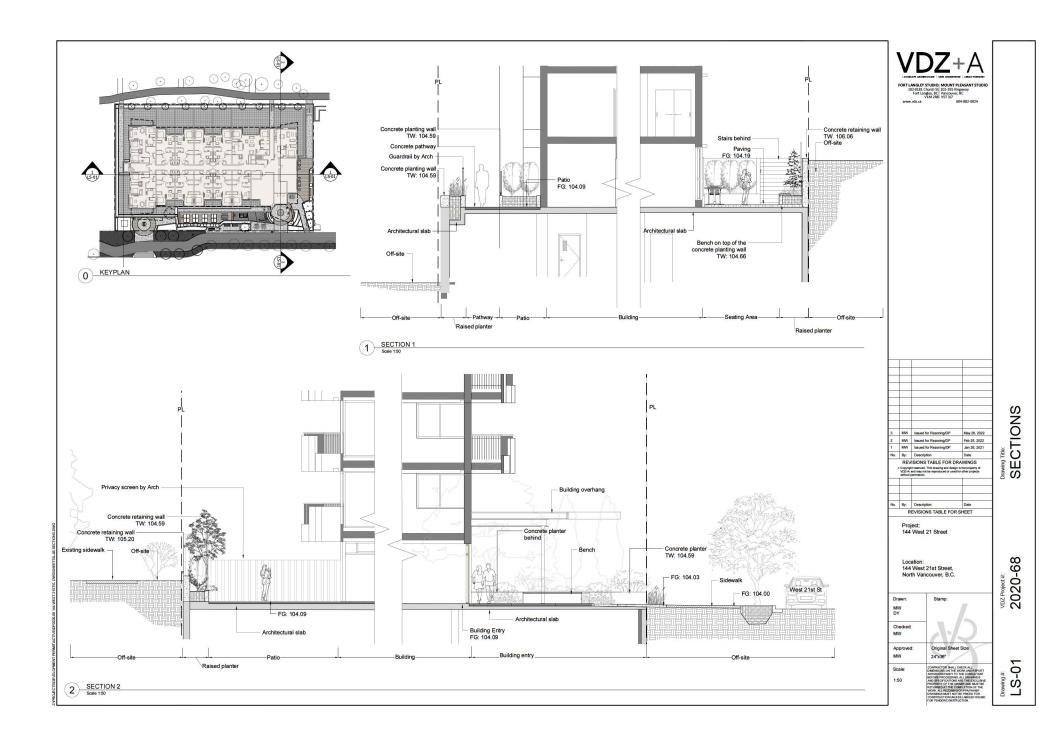


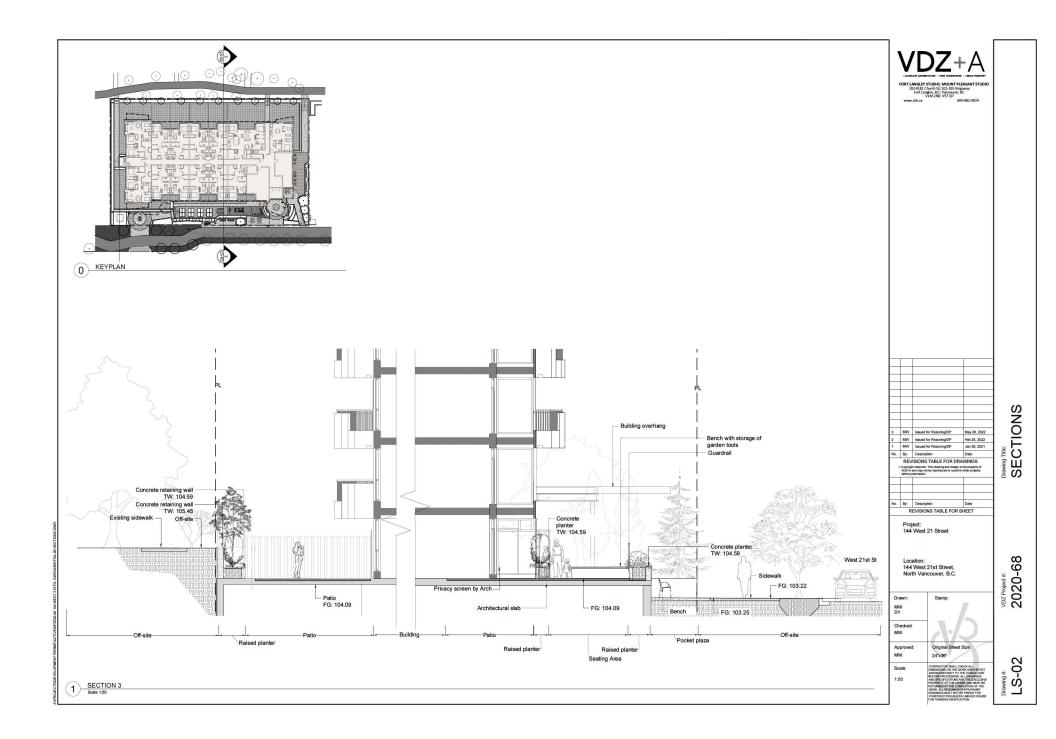


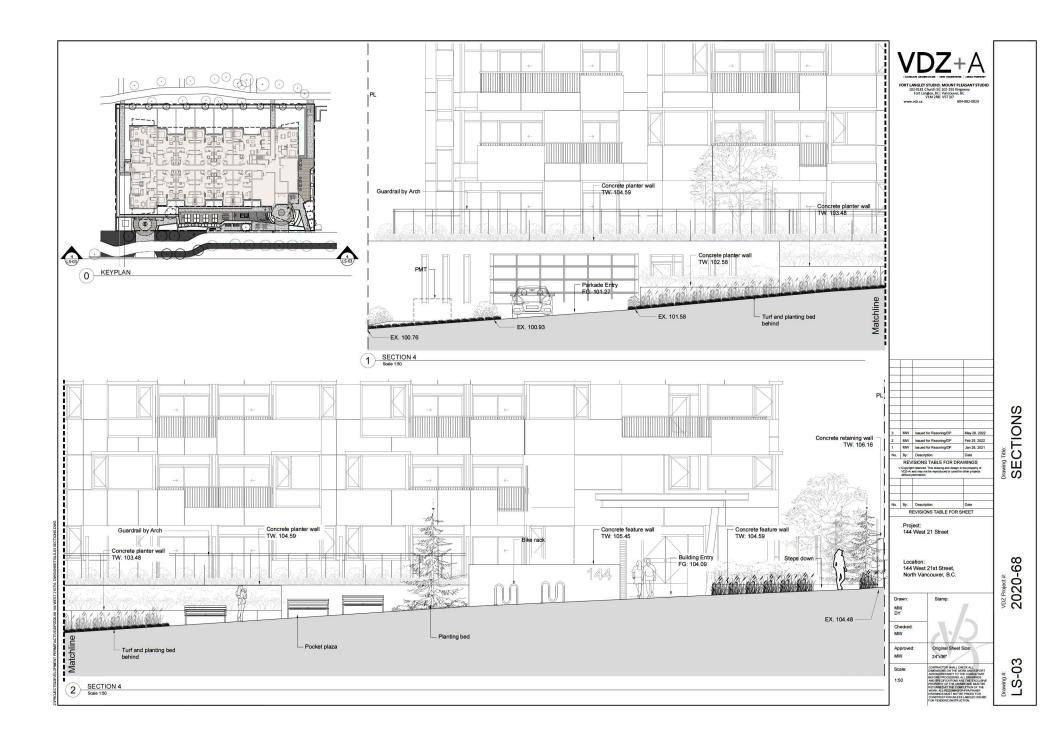


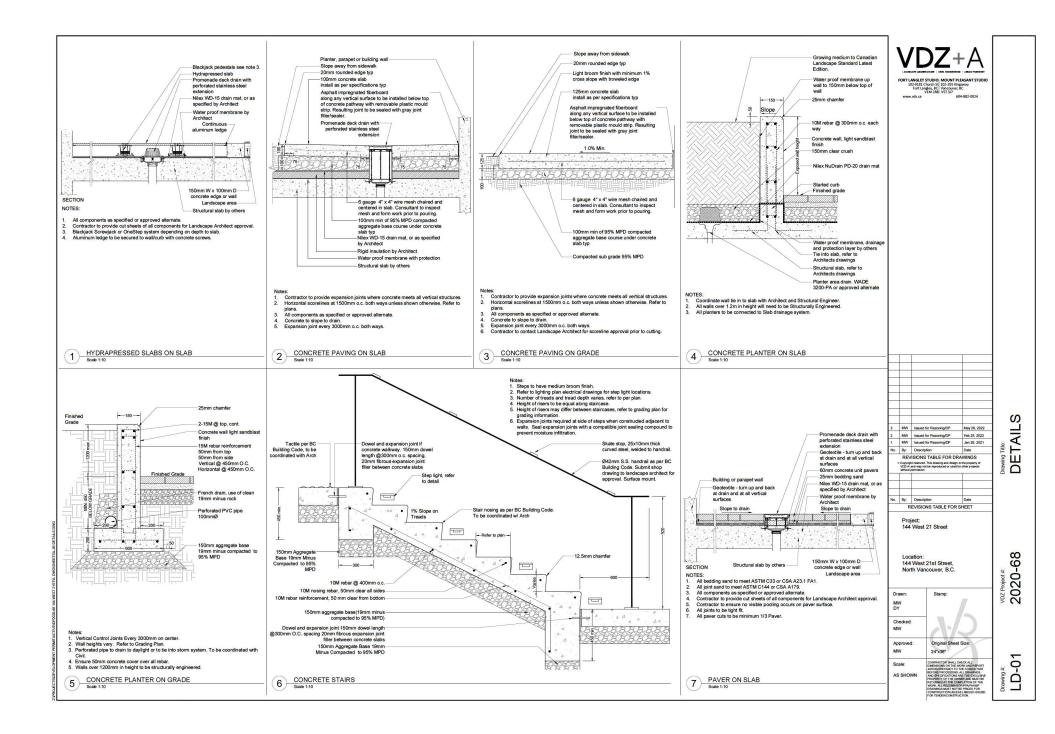
Drawing Title: GRADING F NORTH VDZ Project #: 2020-68 L-05

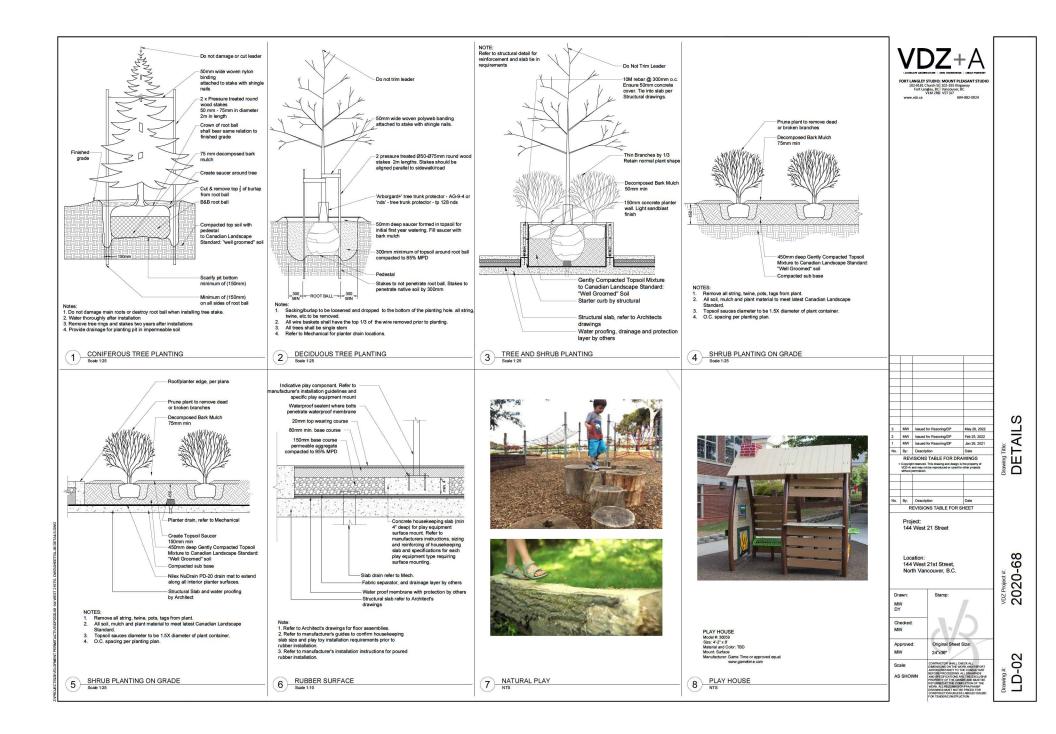


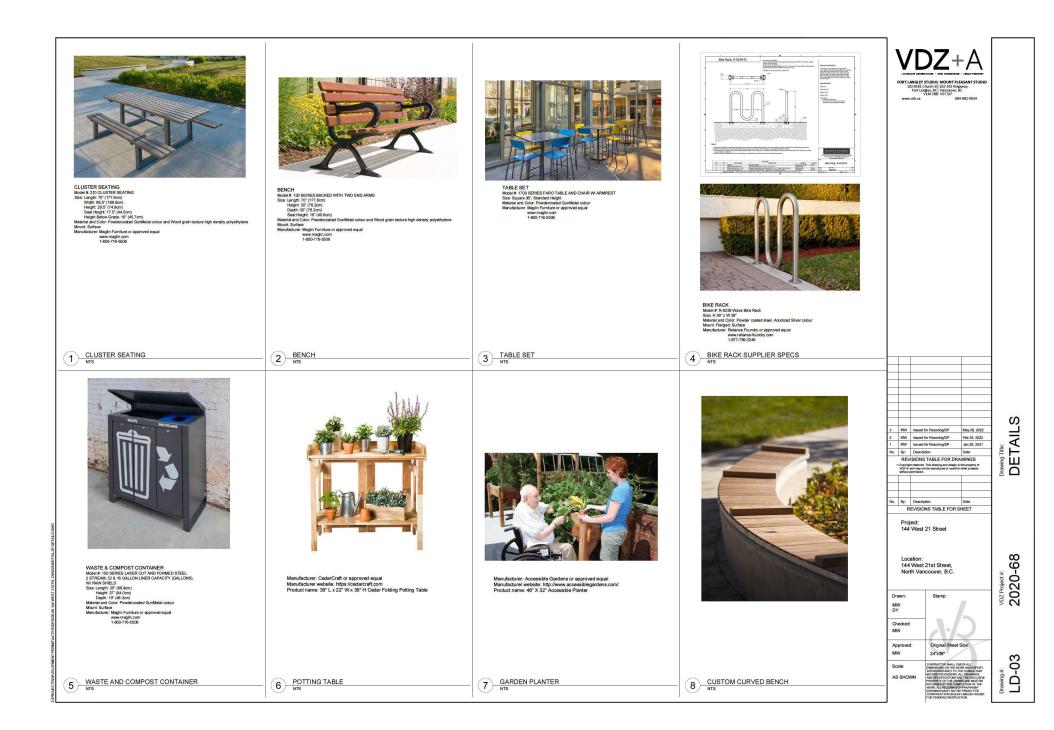












144 West 21ST Street Rezoning Application

Development Information Session Summary Report

| Event Date: | June 7, 2022 |
|-------------|--|
| Time: | 6:00pm – 8:00pm |
| Location: | Virtual DIS (Zoom meeting) |
| Attendance: | 3 members of the public signed up. 1 member |
| Comments: | attended. 1 comment sheets and 0 e-mails were |
| | submitted. |

Meeting Purpose:

- To present development application materials to neighbours
- To provide an opportunity for the public to ask questions about the development
- To provide an opportunity for neighbours to comment on the proposal.

Notification:

In accordance with City of North Vancouver policies:

Invitation Brochures

Invitations were delivered to 1,367 addresses within a 40m radius from the site, meeting City requirements. Appendix A includes a copy of the invitation.

Newspaper and Online Ad

A newspaper and online ad were placed in the North Shore News on Wednesday, June 1st, 2022. A copy of the ad is included in Appendix A.

Site signage

Site signage erected at the proposed development location. A copy of the photo is included in Appendix A.

Attendance:

3 members of the public signed up for the meeting. A copy of the sign-in sheets is included in Appendix B.

The following City staff and project team members were in attendance:

City of North Vancouver:

• Emma Chow, Planner

Project Team presenters included:

- Francois Marchand, Ankenman Marchand Architects, Principal
- Dimitar Bojadziev, Ankenman Marchand Architects, Project Manager
- Mahshid Taki, Ankenman Marchand Architects, Intern Architect
- Daisen Gee Wing, Developer (absent)

Overview:

The meeting was held in a virtual format. Meeting participants could follow an online presentation and engage with the project team and the municipal planner directly. The presenters listened for questions and comments and noted them and respond.

The participants were invited to submit written comments to the project team or to the municipal planner.

One comment sheet and no emails were submitted.

The key themes of the evening included:

- the perceived lack of parking in the area
- building height, and worry that it would block the view for neighbours across the street to the mountains
- reflection from the glazing to neighbouring buildings
- prevention from animal accessing the amenity garden area
- crime prevention for the people walking along 21st Street
- prevention from people being able to sleep on street
- parking for the workers during the construction

Public Dialogue:

(Q = Question, A = Answer, and the number is to track the dialogue)

Q1 There are proposed 73 apartment units and 53 parking stalls. Will there be enough parking? Are there be any changes into parking regulations?

A1 The answer of the Applicant was that the project is complying with the bylaw regulations and is proposing 10% over the requested parking stalls by the City's bylaw. The subject site is well connected to the public transit, and it is expected that not all the renters will own vehicles. The CNV representative stated that the City is not foreseeing any changes to the parking regulations but is open for suggestions.

Q2 Concerns about the building height. The proposed building is 5 storeys high. The buildings across the 21st Street are 3-4 storey in height. Their views to the mountains will be obstructed by the new building and will devalue the properties?

A2 The Applicant replied that the design in the previous proposal was 6 storeys in height and taking in consideration the previous concerns the new design proposal resulted with 5 storey building. The CNV representative added a clarification, that according the current OPC plan in this area the building limit height for the new developments is 6 storeys. There are already newer buildings to the north of the property that are 5 and 6 storeys high, and the proposed design is complying with height requirements.

Q3 Concerns about the reflections cast to the neighbouring building from the glazing of the building? **A3** The proposed project doesn't have unusual glazing and in the Applicant's opinion the building have relatively average glazing percentage.

Q4 Concerns about the amenity garden. How will it prevent animals (racoons, bears, rats, etc.) and homeless people to access the area?

A4 The Applicant answered that the proposed amenity area is supposed to be for a private use of the building residents, for gardening, seating, and child play area without offering solution for prevention of access to wild animals and homeless people. (The concern is noted and will be seeking for possible design improvements.)

Q5 Concerns raised regarding the proposed the public note offering opportunity to seat and rest in the pocket plaza area. There are benches proposed next to sidewalk, between the landscaped areas. This can be potential treat to the people walking by. There are already a lot of homeless people, next to the neighbouring McDonalds that are sleeping on the streets. How will you prevent them sleeping on the proposed benches?

A5 The answer of the Applicant was that the landscaping will be carefully designed not to obstruct the visions and the area will be lighted. The design of the benches can be done with few armrests in the seating part that will prevent the possibility of someone sleeping on it.

Q6 Where the construction workers will park their vehicles during the construction?A6 The Applicant apologize that cannot answer the questions as the Developer was absent on the meeting. It will be up to the future contractor how to deal with the parking issue during the construction.

Q7 What are the next steps in the application process?

A7 The CNV representative provide the answer with the timeline of the scheduled upcoming Council meeting 1st reading and public hearing.

Comment Sheet and Email Summary

Participants were invited to submit comments by submitting the Comments form by email after the meeting. One comment sheet was submitted by a person registered for the information session but did not attend.

The respondent explicitly expressed support for the proposal with a note that hopes there will be enough visitor, resident, and EV parking stalls.

A copy of the Comment sheet is included in Appendix B.

No emails with comments arrived by the time of finishing the report.

Conclusion

The purpose of this development information session was to present to neighbours the proposed rezoning application and the mid-rise rental development concept, and to provide them with an opportunity to ask clarifying questions and comment on the proposal.

The newspaper ads notified the community of the meeting, and a sign was posted on the property. 1,367 invitations were distributed by mail to the surrounding community.

3 community members signed in, and one participated at the meeting. One comment form and zero emails were submitted. One respondent expressed explicit support for the proposal.

The public could participate in this process in three ways:

- following the online presentation
- talking to the project team and City Planner
- submitting written comments.

The meeting length and format was sufficient to provide all participants an opportunity to learn more, ask questions and make the comments they wished to provide that evening. Participants asked the development team and City planner a variety of specific questions, mostly related to need for additional parking in the area, building height and form and crime prevention.

The community was given ample opportunity to express their views of the proposal.

Sustainability Statement

| Natu | ral Systems - Landscape | Included | Comments |
|------|---|----------|---|
| 1 | Private Trees | Y | The existing trees within the site cannot be retained due to the location and size of the underground parking, but the project will be retaining the existing street trees along West 21st, and will be adding trees around the site, resulting in a net positive number of planted trees on site. |
| 2 | Green Roof / Wall | N | The project will not include green roofs / walls. |
| 3 | Majority Native Species Landscaping | Y | The project will be landscaped with primarily native, native-like and drought resistant plants. |
| 4 | Habitat Restoration | Y | Because the project will be using primarily native species, it will provide habitat to local flora and fauna. |
| 5 | Community Gardens | Y | The project will include urban agriculture plots in the rear yard to be used and accessed by all residents. |
| 6 | 50% or More Edible Landscaping for Common Space | N | The project will not include 50% or more edible landscaping, though will include some native plants with edible fruits or berries. |
| 7 | Water Efficient Irrigation System (drip hose, low-flow nozzles) | Y | The project will coordinate with mechanical teams during next phases to include low-flow and efficient irrigation systems for all landscaping. |
| 8 | Rainwater Collection | Y | The project will provide a rainbarrel in proximity to the community gardens, to reduce the amount of potable water required for irrigating garden plots. |
| 9 | Reuse of Wastewater | N | The project will not include wastewater reuse on this site. |

| Natural Systems - Hardscape | | Included | Comments |
|-----------------------------|--|----------|---|
| 1 | Permeable Paving for Hardscape | N | The project will not include permeable paving as part of the site design due to the |
| | | | size of the underground parking structure. |
| 2 | 2 40%+ Open Site Space (see Zoning Bylaw Definition) | Y | The project achieves over 40% open site space. |

| Phys | sical Structure - High Performance Construction | Included | Comments |
|------|--|----------|--|
| 1 | Durable Building (modular / deconstructable) | N | The project will not include modular / deconstructable elements. |
| 2 | Recycled Content | Y | The project will include recycled and recyclable materials to the greatest extent possible. |
| 3 | Majority Use of Environmentally Friendly Materials (non-toxic, wood) | Y | The project is primarily of wood-frame construction, and will be local and non-toxic. |
| 4 | Certified by a Third Party Green Building Rating System | N | The project will not certify with a green building rating system, but will follow green built industry standards. |

| Phys | ical Structure - Energy Efficiency and Healthy Buildings | Included | Comments |
|------|--|----------|---|
| 1 | Energy Performance | Y | This project will adhere to the required level of the Energy Step Code, which will |
| | | | ensure it is performing with optimal energy performance. |
| 2 | Superior Insulation | TBC | Through the energy modeling process required by the Energy Step Code, the |
| | | | project will include the necessary insulation levels to ensure the overall energy |
| | | | performance targets are met. |
| 3 | Airtightness | Y | The project will perform air tightness testing to meet the Energy Step Code |
| | | | requirements. |
| 4 | High-performance Windows | Y | The project will include thermally broken windows. |
| 5 | District Energy | TBC | The project will undergo a review to confirm whether ther eis an opportunity to |
| | | | connect to the LEC. Should it be deemed viable, the project will respond |
| | | | mechaically though the selection of hydronic mechanical systems which utilize the |
| | | | energy available through the LEC connect. |
| 6 | Building Heating System | TBC | Through the energy modeling process required by the Energy Step Code, the |
| | | | project will select a heating system that efficiently heats the building while ensuring |
| | | | the overall energy performance targets are met. |
| 7 | Heat Recovery Ventilator | TBC | Through the energy modeling process required by the Energy Step Code, the |
| | | | project will assess the need for HRVs in achieving the overall energy performance |
| | | | target. |
| 8 | LED Lighting (whole building) | Y | The project will include energy efficient lighting throughout all common and private |
| | | | spaces. |
| 9 | Energy-Star Appliances | Y | Energy-Star Appliances will be used throughout the project to contribute to the |
| | | | project's overall energy performance targets. |
| 10 | Suite Metering | N | Unless otherwise specified by LEC or BC Hydro, the project will not be providing |
| | | | suite-level metering. |
| 11 | Water Efficient Fixtures | Y | They project will include low-flow fixtures throughout all suites and common areas. |
| 12 | Greywater Reuse | N | The project will not address grey water reuse. |
| 13 | Livability/Human Well Being | Y | The building has been designed to maximize passive architectural performance |
| | | | and environmental response. This process has produced not only reduction in |
| | | | energy requirements but high levels of daylighting and views for the occupants |
| | | | along with enhanced natural ventilation utilizing cross ventilation schemes. |
| | | | ů v v v v v v v v v v v v v v v v v v v |

| Physical Infrastructure - Transportation | | Included | Comments |
|--|---|----------|--|
| 1 | End of Trip Bicycle Facilities | N/A | |
| 2 | Car-Share Program | N | The project will not include any car-share programs. |
| | Electric Vehicle Supply Equipment: 20% of all residential parking spaces | Y | The project will include 20% of purchased residential stalls as electric vehicle charging stalls. |
| 4 | Electric Vehicle Supply Equipment: Adequate space in electrical room for remaining 80% of parking spaces | Y | As required, the project will ensure adequate electrical capacity. |
| 5 | Close proximity to frequent Public Transportation | Y | The project is located in close proximity to frequent public transportation along Lonsdale Avenue. A short 180m walk brings to you bus stops running both north and south, with 6 distinct bus routes that bring you around North Vancouver, and connect to other transportation hubs such as the Sea Bus station and bus loop exchanges to connect you to the rest of Metro Vancouver. This is extremely beneficial to the rental community. |

| Economic Considerations | | | Comments |
|-------------------------|--|-----|---|
| 1 | Direct Employment | Y | This project does not include commercial space, but will include the need to employ a full-time Building Manager. |
| 2 | Commercial Floor Space (net increase, indicate area) | N/A | This project does not include commercial space. |
| 3 | Neighbourhood Scale Commercial | N/A | This project does not include commercial space. |
| 4 | Non-Market / Lower-End of Market Commercial | N/A | This project does not include commercial space. |
| 5 | Commercial Relocation Strategy | N/A | This project does not include commercial space. |
| 6 | Indirect Economic Benefits | | During the course of construction, there will be full-time jobs generated during eac year of the development. This benefit will also extend to local suppliers of various construction materials, furnishings and fixtures. |

| Human Potential | | Included | Comments |
|-----------------|--|----------|---|
| 1 | Market Rental Housing | Y | This project will be 100% market rental housing. |
| 2 | Non-Market / Lower-End of Market Rental Housing | Y | This project will abide by the 10-10-10 requirement. (10% of units in new market rental projects to be rented at 10% below average rents, as indicated by Canada Mortgage and Housing Corporation, for a minimum period of 10 years.). |
| 3 | 10%+ Three+ Bedroom Units | Y | The project will provide 8, 3-bedroom unit apartments (over 10%) in the project. |
| 4 | Micro-Units ~400 sq.ft. | N | The project does not include micro-units, as it aims to focus on liveability and providing spaces that can accommodate multiple occupants and families. |
| 5 | Childcare Facilities | N | The project will not include childcare facilities, but will include a children's outdoor playspace. |
| 6 | Community Space for Food Preparation, Storage and Processing | N | The project does not include food preparation or storage facilities. |
| 7 | Green Building Educational / Interpretive Features | N | The project does not address this item. |
| 8 | Primary and Secondary Stair Design | N | The project does not include a feature stair design as to maximize space for creating rental units. |
| 9 | Outdoor Circulation | N | The residential units are not accessed through exterior corridors, but the ground floor units facing the rear yard are able to be access from an outdoor walkway. The project also includes a publicly accessible walkway along the east edge of the site that connects West 21st to the public walking path in the lane at the rear of the building. Outdoor walkability is still a feature in the overall project design. |
| 10 | Storage space for residents in storage rooms | N | The project does not include storage units separate from the closets provided in the residential units. |
| 12 | Amenity & Commercial connections | Y | To promote social interaction between residents and the commercial users, the project will provide a business room available to for residents to utilize, rather than purchasing a suite with an extra room designated as a workspace. This provides an ideal "work from home" amenity. |

| Social Connections | | Included | Comments | |
|--------------------|---|----------|---|--|
| 1 | Design Features for People with Disabilities | Y | The project goes above the 25% requirement for adaptable units by providing 61% of units meeting Level 2 from the Adaptable Design Guidelines. The outdoor space in the rear yard also includes accessible picnic tables to increase inclusion and resident connections. | |
| 2 | Communal Cooking Amenities | N | The project will not include community cooking facilities. | |
| 3 | Indoor Amenity | Y | To promote social interaction between residents and the commercial users, the project will provide a business room available to for residents to utilize, rather than purchasing a suite with an extra room designated as a workspace. This provides an ideal "work from home" amenity. | |
| 4 | Outdoor Recreation | Y | The provision of community gardens provides residents with ample space for outdoor gardening activities, encouraging residents to get outside, be physically active and grow their own healthy produce. It also includes the children's play area with seating for parents and guardians to gather and overlook. | |
| 5 | Amenities for Senior Users | Y | A number of the garden plots will be at heights easily accessible to senior users. Benches and tables around the site will give places for seniors to gather. Tables will include spaces for games like checkers/chess. | |
| 6 | Crime Prevention through Environmental Design | Y | The project will strictly adhere to the Crime Prevention design guidelines, to reduce any opportunity for crime | |

| Cultural Diversity | | Comments |
|--|-----|--|
| 1 Formal and Informal Gathering Spaces | | The business room available to be rented for residents also serves as a formal gathering space. Occupants can gather together for any occasion or celebration. Informal gathering spaces will be incorporated into the landscape design of the plaza, encouraging interaction and activity between residents and visitors. |
| 2 Retention of Heritage Building | N/A | N/A |
| 3 Public Art Reflecting Local Culture | Y | The landscaping to the south of the building (along West 21st) will be fully landscaped, and will be a significant contribution to the public realm and human experience in the neighbourhood. Also provided is the publicly accessible walkway along the east edge of the site that connects West 21st to the public walking path in 2400 sf of public space and is our proposed public contribution. |
| 4 Streetscape Improvements | Y | The landscaped area to the south of the building will be fully landscaped, designed to incorporate planted areas with seating areas, bringing humans and nature closer together. |

THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8939

A Bylaw to amend "Zoning Bylaw, 1995, No. 6700"

The Council of The Corporation of the City of North Vancouver, in open meeting assembled, enacts as follows:

- This Bylaw shall be known and cited for all purposes as "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8939" (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st Street, CD-758).
- 2. Division VI: Zoning Map of Document "A" of "Zoning Bylaw, 1995, No. 6700" is hereby amended by reclassifying the following lots as henceforth being transferred, added to and forming part of CD-758 (Comprehensive Development 758 Zone):

| Lots | Block | D.L. | Plan | |
|---------|-------|------|-------|-----------|
| A of 10 | 206 | 545 | 17051 | from RM-1 |

- 3. Part 11 of Division V: Comprehensive Development Regulations of Document "A" of "Zoning Bylaw, 1995, No. 6700" is hereby amended by:
 - A. Adding the following section to Section 1100, thereof, after the designation "CD-757 Comprehensive Development 757 Zone":

"CD-758 Comprehensive Development 758 Zone"

B. Adding the following to Section 1101, thereof, after the "CD-757 Comprehensive Development 757 Zone":

"CD-758 Comprehensive Development 758 Zone"

In the CD-758 Zone, permitted Uses, regulations for permitted Uses, regulations for the size, shape and siting of Buildings and Structures and required Off-Street Parking shall be as in the RM-1 Zone, except that:

- (1) One Principal Buildings shall be permitted on one Lot;
- (2) The permitted Principal Uses on the Lot shall be limited to:
 - (a) Rental Apartment Residential Use:
 - Accessory Home Occupation Use, subject to Sections 507(6), (7) and (8) of this Bylaw;
 - ii. Accessory Off-Street Parking Use;
 - iii. Accessory Home Office Use;
- (3) Gross Floor Area:
 - (a) Combined and in total, shall not exceed 1.6 times the Lot Area;

(b) Maximum Gross Floor Area may be further increased to a maximum of 2.6 times the Lot Area, upon entering into a Housing Agreement with the City:

| BASE DENSITY | | | | |
|--|---------------|---|--------------------|--|
| OCP Schedule 'A | Λ' | 1.6 FSR | | |
| | ADDITIONAL (B | ONUS) DENSITY | | |
| ADDITIONAL DENSITY CATEGORY | | ADDITIONAL (BONUS) DENSITY REFERENCE | | |
| Secured Rental Housing | | 0.7 FSR | OCP section 2.2 | |
| | | | | |
| TOTAL DENSITY | | 2.3 FSR | | |

- (4) Lot Coverage of Principal Building shall not exceed a maximum of 94 percent;
- (5) Height of Principal Building shall not exceed five storeys and 16 metres (52.5 feet) as measured from average Building Grade of north Lot Line;
- (6) Siting:
 - (a) Principal Building shall be sited a minimum:
 - i. 6.32 metres (20.7 feet) from Front and Rear Lot Line;
 - ii. 4.58 metres (15.0 feet) from east Side Lot Line;
 - iii. 4.00 metres (13.1 feet) from west Side Lot Line;
 - (b) Section 410(3) "Siting Exceptions" is varied to permit:
 - i. Canopies to project up to 1.14 metres (3.8 feet) from Front (south) Lot Line;
 - ii. Unenclosed balconies to project up to 4.42 metres (14.5 feet) from Front and Rear Lot Lines;
 - iii. Stairwell to project up to 2.50 metres (8.2 feet) from west Side Lot Line;
 - iv. Portions of Cellar that are above grade, including outdoor structures directly above the Cellar, to be setback 0 metres from a Lot Line;
- (7) Section 510(2) "Unit Separation" be waived;

(8) Section 510(3) "Building Width and Length" be waived.

READ a first time on the <> day of <>, 2022.

READ a second time on the <> day of <>, 2022.

READ a third time on the <> day of <>, 2022.

ADOPTED on the <> day of <>, 2022.

MAYOR

CORPORATE OFFICER

THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8940

A Bylaw to enter into a Housing Agreement (144 West 21st Street)

WHEREAS Section 483 of the *Local Government Act* R.S.B.C. 2015 c.1 permits a local government to enter into a housing agreement for rental housing.

NOW THEREFORE the Council of The Corporation of the City of North Vancouver, in open meeting assembled enacts as follows:

- This Bylaw shall be known and cited for all purposes as "Housing Agreement Bylaw, 2022, No. 8940" (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st Street, CD-758, Rental Housing Commitments).
- The Council hereby authorizes the agreement substantially in the form attached to this bylaw between The Corporation of the City of North Vancouver and Confide Enterprises Inc. with respect to the lands referenced as 144 West 21st Street, "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8939" (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st Street, CD-758).
- 3. The Mayor and Corporate Officer are authorized to execute any documents required to give effect to the Housing Agreement.

READ a first time on the <> day of <>, 2022.

READ a second time on the <> day of <>, 2022.

READ a third time on the <> day of <>, 2022.

ADOPTED on the <> day of <>, 2022.

MAYOR

CORPORATE OFFICER

PART 2 – TERMS OF INSTRUMENT

RENTAL HOUSING AGREEMENT AND SECTION 219 COVENANT

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

BETWEEN:

CONFIDE ENTERPRISES LTD., 517 - 1177 Hastings Street West, Vancouver, British Columbia, V6E 2K3

(the "Owner")

AND:

THE CORPORATION OF THE CITY OF NORTH VANCOUVER,

a municipal corporation pursuant to the *Local Government Act* and having its offices at 141 West 14th Street, North Vancouver, British Columbia, V7M 1H9

(the "City")

WHEREAS:

- A. The Owner is the registered owner of the Lands.
- B. The City is a municipal corporation incorporated pursuant to the *Community Charter*, SBC 2003, c. 26.
- C. Section 219 of the *Land Title Act*, RSBC 1996, c. 250 permits registration of a covenant in favour of a municipality in respect of the use of land or the use of a building on or to be erected on land, that land is or is not to be built on except in accordance with the covenant and that land is not to be subdivided except in accordance with the covenant;.
- D. Section 483 of the Act permits a local government to, by bylaw, enter into a housing agreement that may include terms and conditions regarding the occupancy of the housing units identified in the agreement, including respecting the form of tenure of the housing units, the availability of the housing units to classes of persons, the administration and management of the housing units and the rents and lease, sale or share prices that may be charged.
- E. The City has enacted a bylaw authorizing this Agreement.
- F. The Owner and the City wish to enter into this Agreement pursuant to Section 219 of the *Land Title Act* and section 483 of the Act.

NOW THEREFORE in consideration of the sum of Ten Dollars (\$10.00) now paid by the City to the Owner and for other good and valuable consideration (the receipt and sufficiency of which the Owner hereby acknowledges), the Owner and the City covenant each with the other as follows:

1. DEFINITIONS

- (a) **"Act**" means the *Local Government Act*, RSBC. 2015 c.1 as amended from time to time;
- (b) "Affordable Rent" means with respect to each Mid-Market Rental Unit a rent payment amount equal to 10% below the "Private Apartment Average Rents" for the corresponding bedroom type in the City of North Vancouver as established by CMHC's Housing Market Information Portal for the year the tenancy is entered into;
- (c) **"Agreement**" means this agreement as amended from time to time;
- (d) **"Commencement Date**" has the meaning set out in section 2.1 herein;
- (e) "Council" means the municipal council for the City of North Vancouver;
- (f) **"CMHC**" means Canada Mortgage and Housing Corporation;
- (g) **"Director of Planning**" means the chief administrator of the Department of Planning of the City and his or her successors in function and their respective nominees;
- (h) **"Dwelling Unit**" means a dwelling unit as defined in the City of North Vancouver's "Zoning Bylaw 1995, No. 6700" as amended from time to time;
- (i) **"Lands**" means those lands and premises legally described as:

Parcel Identifier: 004-343-638 Lot A-10 Block 206 District Lot 545 Plan 17051;

- (j) **"Mid-Market Rental Units**" means the 7 Dwelling Units in the Residential Building to be constructed on the Lands that are rented to tenants for Affordable Rent;
- (k) **"Market Rental Units**" means all Dwelling Units in the Residential Building other than the Mid-Market Rental Units;
- (I) **"Maximum Household Income**" means an annual gross household income determined by multiplying Affordable Rent by 12 to yield the households' annual housing costs, and divided by 30% (0.30) to meet the standard definition of affordability.
- (m) "Rental Purposes" means an occupancy or intended occupancy which is or would be governed by a tenancy agreement as defined in Section 1 of the *Residential Tenancy Act*, SBC 2002 c. 78 as amended from time to time between the Owner and the tenant;
- (n) "Rental Units" means the Market Rental Units and the Mid-Market Rental Units;

- (o) **"Residential Building**" means the five-storey building to be constructed on the Lands to be used for Rental Purposes with 73 Dwelling Units;
- (p) **"RT Act"** means the *Residential Tenancy Act*, SBC 2002 c. 78;
- (q) **"Rezoning Bylaw**" means the rezoning bylaw applicable to the Lands described as "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2022, No. 8939";
- (r) **"Section 219 Covenant**" means a covenant pursuant to Section 219 of the *Land Title Act;*
- (s) **"Tenancy Agreement**" means an agreement, whether written or oral, express or implied, between the Owner and a tenant respecting possession or occupancy of a Rental Unit; and
- (t) **"Term**" has the meaning set out in section 2.1 herein.

2. TERM

- 2.1 This Agreement will commence upon adoption by the City's Council of "Housing Agreement Bylaw, 2022, No. 8940" (Confide Enterprises Inc. / Ankenman Marchand Architects, 144 West 21st Street, CD-758, Rental Housing Commitments) (the "Commencement Date") and will continue until the date this Agreement is terminated in accordance with sections 2.2 or 8.3(c) (the "Term").
- 2.2 This Agreement will terminate immediately upon the removal or destruction of the Residential Building provided the Residential Building is not repaired or rebuilt following the destruction thereof.
- 2.3 Subject to section 7.3, upon termination of this Agreement, this Agreement will be at an end and of no further force and effect.

3. SECTION 219 COVENANT

- 3.1 The Owner covenants and agrees with the City as a covenant in favour of the City pursuant to Section 219 of the *Land Title Act,* RSBC 1996, c. 250 that during the Term of this Agreement, it being the intention and agreement of the Owner that the provisions in this Agreement be annexed to, and run with and be a charge upon the Lands, that notwithstanding the Rezoning Bylaw, the Lands shall be used and built on only in strict compliance with the terms and conditions of this Agreement and that:
 - (a) the Lands shall not be subdivided or stratified;
 - (b) the Rental Units in the Residential Building shall be used for Rental Purposes only; and
 - (c) no Rental Unit in the Residential Building shall be occupied for any purpose except for Rental Purposes pursuant to a Tenancy Agreement.
- 3.2 The Owner further covenants and agrees with the City that the Lands and any buildings or structures constructed thereon including the Residential Building shall be developed, built, and maintained in accordance with all City bylaws, regulations and guidelines as amended from time to time.

- 3.3 Pursuant to section 219(6) of the *Land Title Act*, RSBC 1996, c. 250 except for the negligence of the City or its employees, agents or contractors, the Owner will indemnify and save harmless each of the City 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:
 - (a) any act or omission, negligent or otherwise, by the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom at law the Owner is responsible;
 - (b) the Owner's default under this Agreement; and
 - (c) the Owner's ownership, operation, management or financing of the Lands for the provision of housing for Rental Purposes.

4. TENANCY RESTRICTIONS

- 4.1 The unit mix for Rental Units in the Residential Building shall be no fewer than 8 units of three or more bedrooms, 11 two-bedroom units and 54 one-bedroom units, or as otherwise approved in writing by the Director of Planning in his or her discretion.
- 4.2 The 7 Mid-Market Rental Units shall be provided in the following unit mix: 5 one-bedroom units, 1 two-bedroom unit, and 1 three-bedroom unit. The Owner may only change this mix with the approval in writing by the Director of Planning with such approval to be granted in his or her discretion. The Owner shall be entitled to determine the locations of the 7 Mid-Market Rental Units within the Residential Building.
- 4.3 The Owner shall enter into a minimum 1 year Tenancy Agreement for each of the Mid-Market Rental Units which will convert to a month to month tenancy at the end of the 1 year term. If such a tenancy is ended prior to the end of the Term, the Owner must rent the Mid-Market Rental Unit at Affordable Rent. For greater certainty, at the end of each tenancy, the Mid-Market Rental Unit will continue to be rented as a Mid-Market Rental Unit at Affordable Rent, which obligation will be ongoing at all times during the Term.

5. OWNER'S OBLIGATIONS

- 5.1 Without limiting section 3.1 of this Agreement:
 - (a) Management and administration: the management, administration, and associated costs with the management and administration of the Rental Units, including the Mid-Market Rental Units, will be borne by the Owner or its designated rental agent, unless otherwise approved by the City in writing;
 - (b) Advertisement: when the Mid-Market Rental Units first become available, the Owner will advertise such units for a minimum of one month on at least two common rental property search platforms that allow potential tenants to view available properties for rent in North Vancouver without payment of a fee or requirement for registration, and the Owner will feature the tenure restrictions set out in this Agreement prominently in all advertising of Mid-Market Rental Units;

- (c) Tenant Selection: the Owner will make the Mid-Market Rental Units available in the following order of priority:
 - (i) Tenants from the existing rental building on the Lands will be provided first right of refusal in the Mid-Market Rental Units, regardless of income, and have first priority, provided that if there are multiple applicants in this category for one unit, then applicant families with one or more dependents will have priority for units with two or more bedrooms and if applicants are equal in this regard, then applications will be considered on a first comefirst-served basis;
 - (ii) The Owner will then make any remaining Mid-Market Rental Units not rented by tenants from the existing building on the Lands available to tenants with an annual household income at or below that the Maximum Household Income who are either current residents of the City of North Vancouver or who work in the City of North Vancouver and have done so for at least six months, provided that if there are multiple applicants in this category for one unit, then applicant families with one or more dependents will have priority for units with two or more bedrooms and if applicants are equal in this regard, then applications will be considered on a first comefirst-served basis;
 - (iii) If there are any remaining Mid-Market Rental Units not rented by tenants who meet the criteria in Sections 5.1(d)(i) or (ii) after the expiry of the onemonth advertising period, then the Owner will make such units available to tenants who meet the Maximum Household Income requirement; and
 - (iv) In determining whether a tenant meets the Maximum Household Income requirements, the Owner or its rental agent, so long as it acts honestly and in good faith, is entitled to rely on all information provided by the prospective tenant and the Owner will have no liability if the prospective tenant intentionally or unintentionally provides any incorrect information. The Owner is under no obligation to monitor or update the financial circumstances of the tenant once the lease is signed.

- (d) Rent Amount and Permitted Increases: Affordable Rent for Mid-Market Rental Units is to be determined at the time of tenancy. Rent amounts may be subsequently increased by the permitted annual rent increase then set under the RT Act.
- (e) Compliance with applicable laws: without restricting the foregoing, the Owner will comply with all applicable provisions of the RT Act and any other provincial or municipal enactments imposing obligations on landlords in relation to residential tenancies;
- (f) Performance: the Owner will perform its obligations under this Agreement diligently and in good faith; and
- (g) Evidence of compliance: provided that the same can be done without breaching the *Personal Information Protection Act* (as amended from time to time) the Owner will, at Business License renewal on an annual basis, supply to the City copies of any documentation in possession of the Owner necessary to establish compliance with the Owner's obligations under this Agreement.

6. DEFAULT AND REMEDIES

- 6.1 The City may, acting reasonably, give to the Owner a written notice (in this section 6.1, the "**Notice**") requiring the Owner to cure a default under this Agreement within 30 days of receipt of the Notice. The Notice must specify the nature of the default. The Owner must act with diligence to correct the default within the time specified.
- 6.2 If the default is not corrected within the time specified, the Owner will pay to the City on demand by the City 200 percent of the difference between current market rent, as determined by a third-party appraiser, and Affordable Rent for each Mid-Market Rental Unit in default for the default year to the end of the Term of the Agreement. The monies collected from default will be deposited to the City's Affordable Housing Reserve Fund.
- 6.3 The Owner will pay to the City on demand by the City all the City's costs of exercising its rights or remedies under this Agreement, on a full indemnity basis.
- 6.4 The Owner acknowledges and agrees that in case of a breach of this Agreement which is not fully remediable by the mere payment of money and promptly so remedied, the harm sustained by the City and to the public interest will be irreparable and not susceptible of adequate monetary compensation.
- 6.5 Each party to this Agreement, in addition to its rights under this Agreement or at law, will be entitled to all equitable remedies including specific performance, injunction and declaratory relief, or any of them, to enforce its rights under this Agreement.
- 6.6 The Owner acknowledges and agrees that it is entering into this Agreement to benefit the public interest in providing housing for Rental Purposes, and that the City's rights and remedies under this Agreement are necessary to ensure that this purpose is carried out and that the City's rights and remedies under this Agreement are fair and reasonable and ought not to be construed as a penalty or forfeiture.

6.7 No reference to nor exercise of any specific right or remedy under this Agreement or at law or at equity by any party will prejudice, limit or preclude that party from exercising any other right or remedy. No right or remedy will be exclusive or dependent upon any other right or remedy, but any party, from time to time, may exercise any one or more of such rights or remedies independently, successively, or in combination. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy of a default by the Owner under this Agreement.

7. LIABILITY

- 7.1 Except for the negligence of the City or its employees, agents or contractors, the Owner will indemnify and save harmless each of the City 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:
 - (a) 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; and
 - (b) the Owner's ownership, operation, management or financing of the Lands for the provision of housing for Rental Purposes.
- 7.2 Except to the extent such advice or direction is given negligently, the Owner hereby releases and forever discharges the City, its elected officials, board members, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns from and against all claims, demands, damages, actions or causes of action by reason of or arising out of advice or direction respecting the ownership, operation or management of the Lands for the provision of housing for Rental Purposes which has been or hereafter may be given to the Owner by all or any of them.
- 7.3 The covenants of the Owner set out in sections 7.1 and 7.2 of this Agreement will survive the expiration or the earlier termination of this Agreement and will continue to apply to any breach of the Agreement and to any claims arising under this Agreement during the ownership by the Owner of the Lands.

8. GENERAL PROVISIONS

- 8.1 The Owner agrees to reimburse the City for all legal costs reasonably incurred by the City for the preparation, execution and registration of this Agreement. The Owner will bear their own costs, legal or otherwise, connected with the preparation, execution or registration of this Agreement.
- 8.2 Nothing in this Agreement:
 - (a) affects or limits any discretion, rights, powers, duties or obligations of the City under any enactment or at common law, including in relation to the use or subdivision of land;
 - (b) affects or limits any enactment relating to the use of the Lands or any condition contained in any approval including any development permit concerning the development of the Lands; or

- (c) relieves the Owner from complying with any enactment, including the City's bylaws in relation to the use of the Lands.
- 8.3 The Owner and the City agree that:
 - (a) this Agreement is entered into only for the benefit of the City;
 - (b) this Agreement is not intended to protect the interests of the Owner, occupier or user of the Lands or any portion of it including the Rental Units and the Limited Common Property; and
 - (c) without limiting part 2 of this Agreement, the City may at any time execute a release and discharge of this Agreement in respect of the Lands, without liability to anyone for doing so.
- 8.4 This Agreement burdens and runs with the Lands and any part into which any of them may be subdivided or consolidated, by strata plan or otherwise. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its successors and assigns, and all persons who acquire an interest in the Lands after the date of this Agreement. Without limiting the generality of the foregoing, the Owner will not be liable for any breach of any covenant, promise or agreement herein in respect of any portion of the Lands sold, assigned, considered or otherwise disposed of, occurring after the Owner has ceased to be the owner of the Lands.
- 8.5 The covenants and agreements on the part of the Owner in this Agreement have been made by the Owner as contractual obligations as well as being made pursuant to section 483 of the Act and as such will be binding on the Owner.
- 8.6 The Owner will, at its expense, do or cause to be done all acts reasonably necessary to ensure this Agreement is registered against the title to the Lands, including any amendments to this Agreement as may be required by the Land Title Office or the City to effect such registration.
- 8.7 The City and the Owner each intend by execution and delivery of this Agreement to create both a contract and a deed under seal.
- 8.8 An alleged waiver by a party of any breach by another party of its obligations under this Agreement will be effective only if it is an express waiver of the breach in writing. No waiver of a breach of this Agreement is deemed or construed to be a consent or waiver of any other breach of this Agreement.
- 8.9 If a Court of competent jurisdiction finds that any part of this Agreement is invalid, illegal, or unenforceable, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 8.10 Every obligation of a party which is set out in this Agreement will extend throughout the Term and, to the extent that any obligation ought to have been observed or performed prior to or upon the expiry or earlier termination of the Term, such obligation will survive the expiry or earlier termination of the Term until it has been observed or performed.

- 8.11 All notices, demands, or requests of any kind, which a party may be required or permitted to serve on another in connection with this Agreement, must be in writing and may be served on the other parties by registered mail, by facsimile or e-mail transmission, or by personal service, to the following address for each party:
 - City: The Corporation of the City of North Vancouver 141 West 14th Street North Vancouver, British Columbia V7M 1H9 **Attention: Director, Planning** Facsimile: 604.985.0576
 - The Owner: Confide Enterprises Ltd., 517 - 1177 Hastings Street West, Vancouver, British Columbia, V6E 2K3

Service of any such notice, demand, or request will be deemed complete, if made by registered mail, 72 hours after the date and hour of mailing, except where there is a postal service disruption during such period, in which case service will be deemed to be complete only upon actual delivery of the notice, demand or request; if made by facsimile or e-mail transmission, on the first business day after the date when the facsimile or e-mail transmission was transmitted; and if made by personal service, upon personal service being effected. Any party, from time to time, by notice in writing served upon the other parties, may designate a different address or different or additional persons to which all notices, demands, or requests are to be addressed.

- 8.12 Upon request by the City, the Owner will promptly do such acts and execute such documents as may be reasonably necessary, in the opinion of the City, to give effect to this Agreement.
- 8.13 This Agreement will enure to the benefit of and be binding upon each of the parties and their successors and permitted assigns.

9. INTERPRETATION

- 9.1 Gender specific terms include both genders and include corporations. Words in the singular include the plural, and words in the plural include the singular.
- 9.2 The division of this Agreement into sections and the use of headings are for convenience of reference only and are not intended to govern, limit or aid in the construction of any provision. In all cases, the language in this Agreement is to be construed simply according to its fair meaning, and not strictly for or against either party.
- 9.3 The word "including" when following any general statement or term is not to be construed to limit the general statement or term to the specific items which immediately follow the general statement or term to similar items whether or not words such as "without limitation" or "but not limited to" are used, but rather the general statement or term is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of the general statement or term.
- 9.4 The words "must" and "will" are to be construed as imperative.

- 9.5 Any reference in this Agreement to any statute or bylaw includes any subsequent amendment, re-enactment, or replacement of that statute or bylaw.
- 9.6 This is the entire agreement between the City and the Owner concerning its subject, and there are no warranties, representations, conditions or collateral agreements relating to the subject matter of this Agreement, except as included in this Agreement. This Agreement may be amended only by a document executed by the parties to this Agreement and by bylaw, such amendment to be effective only upon adoption by City Council of an amending bylaw to "Housing Agreement Bylaw, 2022, No. 8940".
- 9.7 This Agreement is to be governed by and construed and enforced in accordance with the laws of British Columbia.
- 9.8 This Agreement can be signed in counterpart.

IN WITNESS OF THIS AGREEMENT the City and the Owner have executed this Agreement by signing the "Form C – General Instrument – Part 1" or "Form D – Executions Continued" attached hereto.