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|  Division Manager |  Director |  CAO |
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The Corporation of **THE CITY OF NORTH VANCOUVER**
PLANNING & DEVELOPMENT DEPARTMENT

REPORT

To: Mayor Linda Buchanan and Members of Council

From: Mike Friesen, Planner 2

Subject: REZONING APPLICATION: 250 EAST 15th STREET (NACEL
PROPERTIES LTD, CD-726)

Date: May 13, 2020

File No: 08-3360-20-0472/1

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

RECOMMENDATION

PURSUANT to the report of the Planner 2, dated May 13, 2020, entitled
"Rezoning Application: 250 East 15th Street (Nacel Properties Ltd, CD-726)":

THAT "Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2019, No. 8769"
(Nacel Properties Ltd, 250 East 15th Street, CD-726) be considered and be
referred to a Public Hearing;

THAT "Housing Agreement Bylaw, 2020, No. 8770" (Nacel Properties Ltd, 250
East 15th Street, CD-726, Rental Housing Commitments) be considered and
referred to a Public Hearing;

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

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 the Director of Planning and Development;

AND THAT the Mayor and City Clerk be authorized to sign all necessary
documentation to give effect to the motion.

ATTACHMENTS

1. Context Map (Doc# [1912389](#))
2. Consolidated Drawing Package (February) (Doc# [1912385](#))
3. Preliminary Park Design (Doc# [1885281](#))
4. Off-Site Servicing Requirements (Doc# [1885276](#))
5. Developer Information Session Summary (Doc# [1912390](#))
6. Zoning Amendment Bylaw No. 8769 (Doc# [1912422](#))
7. Housing Agreement Bylaw No. 8770 (Doc# [1912425](#))

PROJECT DESCRIPTION

The project, located at 250 East 15th Street, consists of three rental residential buildings – two 12-storey buildings adjacent to East 15th Street and one 6-storey building adjacent to East 16th Street – and the provision of a public park on the site's north-eastern quadrant. The project proposes 281 secured rental residential units, including 28 mid-market units (as well as two guest suites for the use of tenants' friends and family), and includes two-storeys of underground parking, bicycle parking, and storage that provides 266 vehicle parking spaces and 474 bicycle parking spaces. The subject site currently hosts two rental residential buildings composed of 101 units that were built in 1964. The requested changes to the Zoning Bylaw to permit this development are identified in Table 1 below, and Attachment 6 – Zoning Amendment Bylaw No. 8769 is the amending bylaw with the proposed changes.

Table 1. Requested Changes to the Zoning By-law

| Consideration | Official Community Plan | Current Zoning | Proposed Designation/Regulation |
|-------------------|---|---|---|
| Zone/Designation | Residential Level 5 (north) and Level 6 (south) | RM-1 | CD-726 |
| Density | R5 = 2.6 FSR R6 = 3.3 FSR Site = 2.95 FSR | Maximum density of 1.6 FSR | Maximum density of 2.95 FSR |
| Height | R5 = 6 storeys R6 = 37 metres | Maximum height of 13.0 metres and 3 storeys | R5 = Maximum building height of 16 metres and 6 storeys R6 = Maximum building height of 33.5 metres and 12 storeys |
| Siting (Setbacks) | N/A | Front, Rear or Exterior Lot Line Setback: 6 metres (20 feet) Interior Lot Line Setback: 4.5 metres (15 feet) | Front, Rear or Exterior Lot Line Setback: between 3-4.5 metres (10-15 feet) Interior Lot Line Setback: between 3-9 metres (10-30 feet) |
| Unit Separation | N/A | Minimum of between 3 and 12 metres (10 and 40 feet) of separation between living areas and 24 metres (80 feet) above the 4 th storey | Minimum of 7.6 metres (25 feet) between building faces, increasing to 22.5 metres (75 feet) above the 6 th storey. |
| Minimum unit size | N/A | 37.16 square metres (400 square feet) | 32 square metres (345 square feet) |

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| Building Width and Length | N/A | Shall not exceed a horizontal width above 30.48 metres (100 feet) above the 3 rd storey. | Requirement waived. |
| Driveway Slope | N/A | No greater than 10% in first 6 metres (20 feet) and 12.5% thereafter | Requirement waived. |
| Exterior finishes | N/A | No requirement. | All exterior finishes design, and landscaping shall be approved by the Advisory Design Panel. |

POLICY FRAMEWORK

The subject site contains two designations – one designation each for the south and north portions of the site –within the Official Community Plan: Residential Level 5 (R5) to the north and Residential Level 6 (R6) to the south. These designations permit a range of multi-family housing types, with a focus on mid-rise in the R5 designation and high-rise in the R6 designation. These two designations focus on providing quality housing with a mix of unit sizes that support attractive and active streets in the City’s central core.

| Metro 2040 | |
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| <i>Goal 1</i> Create a Compact Urban Area | Intensifying this site with new development that is consistent with and scaled to the planned vision for the surrounding neighbourhood will support the highest and best use of the land promoting a compact urban area. |
| <i>Goal 2</i> Support a Sustainable Economy | Redevelopment that includes a range of rental units to address a variety of household sizes on this site promotes housing forms that can support a diversity of income levels and ensure people live close to where they work. |
| <i>Goal 4</i> Develop Complete Communities | The proposed development provides housing for a range of household types as well as a new park to support an active lifestyle and social opportunities in the City’s core. |
| <i>Goal 5</i> Support Sustainable Transportation Choices | Intensification of this site will support future transit investments along Lonsdale Avenue and will develop a separated AAA Bike Facility along St Andrews Avenue. The site is proximate to community and commercial amenities and is well situated to provide the occupants with a variety of transportation choices across the North Shore and the greater region. |

| Official Community Plan | |
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| <p><u>Lonsdale Regional City Centre</u></p> <p><i>Policy 1.1.2</i> Align growth with the development community amenities and infrastructure</p> <p><i>Policy 1.1.4</i> Support the role of the Lonsdale Regional City Centre as the urban core of the City, in part, by locating high trip-generating uses such as high density residential and commercial uses there</p> <p><i>Policy 1.3.1</i> Ensure that new development is compatible with the established urban form of the City, reflecting the primacy of the Lonsdale Regional City Centre and the transition through mid- and low-rise buildings to lower-density residential neighbourhoods</p> <p><i>Policy 1.4.5</i> Focus amenity and infrastructure investments in the Lonsdale Regional City Centre and Frequent Transit Development Areas</p> | <p>Intensification of the site supports the Central Lonsdale Area and future transit infrastructure and community amenity investments.</p> <p>Development is located to support local economy and make use of existing infrastructure and amenities.</p> <p>Density and height are consistent with the OCP guidelines and are greatest adjacent to an institutional use (Lions Gate Hospital), and is reduced as it crosses the site.</p> <p>The public park will provide an amenity for what is currently an area underserved for parks. The cycling infrastructure will provide an important link in the City's north-south cycling network.</p> |
| <p><u>Building and Urban Design</u></p> <p><i>Policy 1.3.5</i> Encourage design excellence in developments through carefully considered, high quality architecture and landscaping, with varied designs which are interesting, sensitive and reflective of their surroundings</p> <p><i>Policy 1.3.6</i> Encourage architecture that responds to the unique context of the City in a sensitive, sustainable, and aesthetically compatible manner</p> <p><i>Policy 1.3.9</i> Explore ways to activate laneways in the City including opportunities for varied uses, pedestrian and cycling activity as</p> | <p>The East 15th Street frontage presents an amenity space to activate the street and rights-of-way through the site provide pedestrian linkages to and from the park. Each building presents a varied but consistent architectural style.</p> <p>The proposed architecture and building materials of the new dwelling have been chosen with sustainability, maintenance, and aesthetics as key determinants. The buildings have been designed to present entrances and glazing at a human scale to provide an attractive urban realm.</p> <p>The development activates the laneway through the inclusion of townhouse units and vegetation through the lane as well as design features integrate pedestrians.</p> |

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| <p>well as storm water management and urban agriculture.</p> <p><i>Policy 1.3.10</i> Encourage active, healthy lifestyles and the opportunity for more social connections through planning and active design principles that encourage physical activity and contribute to enhanced walkability and active streets, sidewalks and public spaces</p> <p><i>Policy 1.4.3</i> Consider recreational, cultural and other community spaces as aspects of informal community living rooms, and essential 'social infrastructure', particularly in high-density neighbourhoods like Central/Lower Lonsdale</p> <p><i>Policy 1.4.4</i> Incorporate active-design principles in new development that encourage physical movement and social interaction thereby contributing to a healthier community</p> <p><i>Policy 2.1.1</i> Invest in cycling and pedestrian networks and facilities to make these more attractive, safer, and convenient transportation choices for all ages and abilities with an aim to increase these ways of travelling over single-occupant vehicle use</p> <p><i>Policy 5.3.3</i> Provide appropriate spaces for and encourage the installation of public art in parks, greenways and open spaces</p> | <p>The project will provide multiple upgrades to the City's active transportation network, and provide a public park to support outdoor activity.</p> <p>The project includes multiple elements from the City's active design guidelines such as including garden plots for residents, prominent stairwells, and a significant social space for the future residents.</p> <p>The proposed development includes a separated bike facility along St. Andrews Avenue, signal and intersection improvements at East 15th and St Andrews and intersection improvements at East 16th and St Andrews to facilitate active transportation in the neighbourhood. The development also includes more than minimum required bicycle parking and a cycling repair/maintenance area.</p> <p>The proposed development will include a public art component.</p> |
| <p><u>Housing</u></p> <p><i>Policy 1.5.1</i> Provide opportunities for a range of housing densities, diversified in type, size and location</p> | <p>Provides a range of unit types and sizes to accommodate various family sizes and lifestyles. The unit mix includes townhomes – with direct access to the public realm – and apartments ranging in size from studio to 3 bedroom. 281 units will be developed, 28 of which will be a part of the City's mid-market rental</p> |

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| <p><i>Policy 1.5.4</i> Prioritize the development and revitalization of affordable rental housing and use density bonusing and density transfers to incentivize the retention, renewal and/or replacement of rental units as a public benefit</p> <p><i>Policy 1.5.6</i> Ensure a sufficient number of new apartment building provide accessible units and that these accessible units are represented across various unit sizes</p> | <p>programme. Additionally, there will be two guest suites for use by the tenants.</p> <p>The City will secure 25% of the proposed units – or 76 units – will be secured as Level 2 accessible, with the remaining 75% being secured as Level 1 accessible.</p> |
| <p><u>Park and Greenspace</u></p> <p><i>Policy 3.4.2</i> Consider the potential for food production on public and private land including rooftops, community gardens, micro gardens, composting, urban farming, orchards, beehives and edible landscaping on residential boulevards, park land and rights-of-way</p> <p><i>Policy 4.2.6</i> Increase the ratio of productive, permeable green space to hard impermeable surface areas as redevelopment occurs</p> <p><i>Policy 5.1.2</i> Ensure access to a range of outdoor recreational pursuits and facilities for community members of all ages and abilities</p> <p><i>Policy 5.1.7</i> Acquire new parkland in areas identified as park deficient and in future growth areas</p> <p><i>Policy 5.1.9</i> Acquire parkland through dedication associated with development projects in the City, including consideration of trade-offs between varying building heights and acquiring desired park spaces</p> | <p>The proposed development includes a community garden and outdoor amenity spaces accessible to future residents. Depending on community feedback, the inclusion of community gardens may be considered for the public park as well.</p> <p>The park provides a significant ratio of greenspace for the site as a whole. Non-park area is largely impermeable at ground level, though portions of the buildings' roofs are landscaped.</p> <p>The development includes several opportunities for outdoor pursuits including social (shared rooftop amenity spaces) and recreational (proposed park).</p> <p>The acquisition of the proposed park area will provide greenspace to the eastern side of Central Lonsdale. This area is part of the City's core – a medium to high density residential area – and is currently underserved it terms of accessible park area.</p> <p>The proposed site design conforms to the City's official community plan – in terms of height and density – while permitting the acquisition of area for a neighbourhood park.</p> |

| Housing Action Plan | |
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| <p><i>Action #3 Mid-Market Rental Units</i> To enable affordability for low and moderate income renters.</p> | <p>The proposed development includes 28 mid-market rental units. The distribution of unit sizes for these units will be: 3 studio units; 14 1-bedroom units; 5 2-bedroom units; 6 3-bedroom units.</p> |
| <p><i>Action #4 Family Friendly Housing</i> To increase the number of three or more bedroom units appropriate for larger and/or extended families within new multi-unit residential developments.</p> | <p>Twenty percent (57 total) of the proposed development's units contain 3-bedrooms. This is double the City policy's recommended minimum.</p> |
| Sustainable Development Guidelines | |
| <p><i>Natural Systems</i> The ability of natural systems, both global and local, to support life. Parks and green spaces help regulate the climate, clean and filter water and air, and provide recreational and aesthetic benefits. Maintaining healthy natural systems will reduce strain on municipal infrastructure, support local wildlife and enhance quality of life for community members.</p> | <p>The park secures a significant green node in perpetuity.</p> <p>Stormwater is addressed on site to reduce impact of major storm events.</p> <p>Preservation of several prominent mature trees.</p> <p>The inclusion of trees and plants that support bird and insect populations.</p> |
| <p><i>Physical Structures/Infrastructure</i> The ability to effectively deliver basic services, shelter and physical amenities required to sustain the health and well-being of the community. This includes water supply, sanitary sewer, storm water drainage, solid waste management, roads, telecommunications, and energy efficiency and conservation including district energy. As well, this category includes attractive streetscapes, durable buildings, provision of a range of housing types and adequate community amenities.</p> | <p>The project will achieve Step 3 of the BC Building Code Step Code, one step greater than the requirements at the time of application.</p> <p>The project provides a significant number of rental units for the City, including 28 below market units, for a variety of household sizes, from studio units to 3-bedrooms.</p> <p>The project will connect to the Lonsdale Energy Corporation district energy system.</p> <p>The project will upgrade required infrastructure (water, sewer, stormwater systems) as well as improve active transportation infrastructure in and around the site.</p> <p>Additional secured and covered bicycle parking has been integrated into the landscape design in order to support active transportation of residents.</p> |

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| <p><i>Human Potential</i> The ability of our local community to support our residents in their pursuit of individual livelihood objectives including access to education, healthy food transportation and affordable housing. Meeting these basic needs is essential for the maintenance and growth of human capacity.</p> | <p>The project includes a range of units to serve a broad spectrum of lifestyles, incomes, and abilities.</p> <p>Significant area has been dedicated to recreational pursuits to support residents in living a healthy lifestyle.</p> <p>The project includes numerous active transportation elements including infrastructure improvements and cycling maintenance facilities.</p> |
| <p><i>Social Connections</i> The ability of our community to foster communication, interaction and networks to respond effectively to community issues. These may include supporting community members with low incomes, lone-parent families, and matters specific to children, youth, seniors and people with disabilities.</p> | <p>The project proposes social space as a central element to the project. By centralising and highlighting the areas for social interaction, the project intends to foster greater community interaction between residents. Additionally the proposed park can be a hub for the broader community.</p> |
| <p><i>Cultural Diversity</i> The ability of our community to support and celebrate a diversity of cultural backgrounds. This includes recognition of the traditions of the Squamish Nation and the many cultures of residents who make the City their home. With both tangible and intangible elements, cultural capacity has economic implications and is strongly connected to social traditions. Manifestations of cultural practices can range from spiritual practices to heritage buildings</p> | <p>The project will include a public art piece, to be located in a prominent location. The North Vancouver Public Art Advisory Committee will support the project in determining the final location and what an appropriate piece may be.</p> |

PLANNING ANALYSIS

Site Context

The surrounding land uses are identified in Table 2 below.

Table 2. Surrounding Uses

| Direction | Address | Description | Zoning |
|---|---|---|--|
| North – Across East 16 th Street | 260 East 16 th St | 50-unit, 3 storey, rental residential building | Medium Density Apartment Residential 1 (RM -1) |
| East – across St Andrews Ave | 1504-1552 St Andrews Ave | 2-2.5 storey duplex | Two-Unit Residential 1 (RT-1) |
| South – Across East 15 th | 230-240 E 13 th St, 231 E 15 th St | Multi-storey health services complex | Public Use and Assembly 1 (P-1) |
| West – Across Lane | 235 East 16 th St | 19 unit, three storey rental residential building | CD-425 |
| West – Across Lane | 236 East 15 th St | 9 unit, 2 storey, rental residential building | Medium Density Apartment Residential 1 (RM -1) |

The subject site is located on the eastern edge of the City's high-density residential core. It is north of the Lions Gate Hospital's Evergreen House, east and south of existing apartment buildings, and west of existing duplexes (the duplexes are a part of the duplex special study area and may be re-designated). The site currently contains two residential apartment buildings that contain a combined 101 units.

The site is proximate to numerous urban amenities, including two major bus routes (Lonsdale and 15th Street), health services, civic amenities (City Hall, City Library, Harry Jerome Community Recreation Centre), bike routes (St. Andrews, 13th Street), and commercial services. Please see Attachment 1 for several maps illustrating the context.

Use

Residential Level 6 has the purpose of providing well-designed high-density development in the Lonsdale Regional City Centre, while Residential Level 5 should provide quality multi-family housing with a mix of unit sizes, and a focus on creating attractive and active streets. R6 permits a maximum density of 3.3 FSR and a maximum height of 37 metres while R5 permits a maximum density of 2.6 FSR and 6 storeys; the combined site density is therefore 2.95 FSR with a height of 37 metres on the southern portion of the site and 6 storeys on the northern portion.

The policy framework applicable to the subject site supports the proposed high-density residential apartment use. The site is located in the City's high-density core and is in close proximity to frequent transit infrastructure (Lonsdale Avenue and East 15th Street) as well as Central Lonsdale's commercial and social amenities. The proposed development will secure 28 mid-market rental units at reduced rates (10% below CMHC average rates) while increasing the number of rental units from 101 to 281 (an increase of 181 units).

The proposed 24,600 square foot park is consistent with the permitted land uses and will provide an area that is currently underserved in park space with a green hub to support physical and social activity.

Intensity

The proposed intensification on the site is appropriate for the neighbourhood given the applicable OCP and City policy framework for the subject site and the surrounding land use designations. The increase in intensity is supportable due to the subject site's proximity to the Lonsdale Core, the project's response to the City's policy, and the public benefits achieved by the City through the acquisition of a new park. The Residential Level 5 and 6 designations permits the development of mid-rise and high-rise multi-family apartment buildings.

With the proposed development the site will accommodate a total of 281 units split between three buildings, as well as two guest suites. The south portion of the site, designated R6 with a maximum density of 3.3 FSR, hosts two 12 storey buildings, while the north portion of the site, designated R5 with a maximum density of 2.6 FSR, hosts a six storey building and the proposed public park. The project achieves the site's maximum blended density 2.95 FSR through the provision of market rental housing – including 10% of units secured for ten years at 10% below CMHC market rents – secured through a housing agreement (see Attachment 7 – Housing Agreement Bylaw No. 8770). The application was received prior to the enactment of policy to secure 10% of the units in perpetuity.

The breakdown of the unit types is as follows:

- Studio – 34 (12%) total, 3 mid-market and 2 guest suites
- 1-Bedroom – 148 (52%) total, 14 mid-market
- 2-Bedroom – 44 (16%) total, 5 mid-market
- 3-Bedroom – 57 (20%) total, 6 mid-market

The proposed project includes 266 parking spaces, including the appropriate ratio of visitor and accessible stalls, which surpasses the 169 spaces that would be required under current Zoning Bylaw requirements. The project also exceeds the minimum required bicycle parking stipulated by the Zoning Bylaw, providing 474 spaces rather than the 422 required by bylaw; to further support cycling in the development the proposal includes a cycling repair/maintenance workshop as a part of its amenity space. The project also provides for public realm improvements such as a separated cycling facility, a pedestrian and cyclist-controlled signal, and curb realignment to support active transportation in and around the site.

Regarding the environmental standards, the proposed development will achieve Step 3 of the BC Building Code Step Code. Outlets capable of supporting Level 2 electric vehicle charging capacity will be provided for all required parking spaces, with the exception of visitor stalls. Storm water will be addressed through on-site mitigation, including retention tanks to support stormwater management during more significant storm events. Covered bicycle parking has also been integrated into the landscape design in order to promote active transportation modes.

Form

The urban form proposed is consistent with the planned character of the surrounding neighbourhood as illustrated by the City's Official Community Plan. The form of the development will conform generally to the attached drawings (Attachment 2: Consolidated Drawing Package, February). The design proposes three buildings on the

site, two 12-storey buildings located adjacent to East 15th Street, and one 6-storey building on the western portion of the site's East 16th Street frontage.

The three buildings frame a proposed public park that has been placed in the north-east quadrant of the site. To secure access to the proposed public park, several rights-of-way – both running through the middle of the site, one north-south oriented and the other east-west – will be secured to ensure public access through the site. The three buildings are designed with a common architectural character, but the details of each building – such as the materials, windows, and balcony design – differentiate the buildings so as to not have them appear repetitive.

The principle design element of the project, aside from the provision of the public park, is the span between the two 12-storey buildings along 15th Street. The proposed span will host the majority of the shared amenity spaces for the complex, including a games room, a reception area, a large lounge, washrooms, and a bookable event space that could be used for hosting a party or a cooking class for the building. The spaces will be available to the tenants of all three buildings and the applicant has stated the importance of forming a community for tenants that will provide renters with a greater social experience than a traditional rental building. Significant glazing of these amenity spaces will support the activation and attractiveness of the streetscape on East 15th Street and will provide passive surveillance of the bus stop located directly in front of the proposed project. Other street frontages are activated through the inclusion of at-grade entrances to units, or where the grade does not support entrances, balconies and landscaping are utilized to ensure an attractive and activated interface between the public and private realms. A rooftop amenity space – only accessible to residents – is included on the 6-storey building and the connecting span that includes: community garden plots, planters for additional vegetation, a lounge area and outdoor dining/cooking area, as well as a greenhouse structure with a washroom. The easternmost 12-storey building includes a rooftop component only accessible to the tenants of the top units.

Density Bonus and Community Benefits

Analysis of the project regarding the City's Density Bonus and Community Benefits Policy indicates that the proposed project, were it not providing secured market rental housing, would include community benefits valued at approximately \$16M as outlined in Table 3 below. The community benefit contribution in question is calculated from the existing permitted density to the proposed maximum bonus density.

Table 3. Estimated Value of Community Benefits through Density Bonusing

| Density Value Calculation | Value |
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| Density Bonus to Max Density OCP Density (28,515.59 square feet @ \$25 / sq. ft.) | \$712,889 |
| Density Bonus to Max Bonus OCP Density (81,473 square feet @ \$190 / sq. ft.) | \$15,479,892 |
| Total Value of Community Benefits | \$16,192,781 |

In lieu of providing a cash contribution the proposed project will provide rental housing – 281 units secured in perpetuity through a housing agreement including 28 mid-market rental units – as is stipulated through the City's Official Community Plan and 2018

Density Bonus and Community Benefits Policy. Bonusing for rental housing is intended to assist the City in achieving its housing goals set out in the Official Community Plan and Housing Action Plan.

In addition to the items above, staff seek Council's direction to secure the following items as a condition of the development:

- Purchase of the public park lands, on which the applicant will construct a City approved park;
- Public art incorporated into the project with a value of \$175,000;
- Public access rights-of-way through the project to provide pedestrian connection;
- Improved offsite works, including expanded cycling and pedestrian facilities and a new intersection signal (see Attachment 4 – Off-Site Servicing Requirements).

Park Acquisition

The proposed development includes the provision of a public park to support the achievement of goals and objectives outlined in the City's Official Community Plan – *Policy 5.1.7*, acquire new parkland in areas identified as park deficient and in future growth areas – as well as the City's Parks Master Plan – *Goal 2*, Ensure that parks are well distributed throughout the community, particularly in higher density areas. In this case, the acquisition of a park is made possible by the size of the site, which can accommodate the site density in a fashion consistent with the OCP while reserving approximately 30% of the site (24,600 sq.ft.) as a public space.

The City can direct Development Cost Charges collected through redevelopment throughout the City towards the acquisition of parks, but is more limited in how those funds can be used for the improvement (construction, new structures, programming, and maintenance) of the park. By purchasing land, as opposed to receiving land and funding improvements, the City has an opportunity to acquire an improved park. Staff therefore recommend that the City purchase the park from the applicant at a fair value, and that the applicant improve the park in tandem with their residential development. Under the proposed agreement, the City will purchase the park at a value of \$53.78/sq.ft. for a total purchase cost of \$1,322,988. The design of the park is subject to public consultation and the applicant will be required to construct the final design at their cost; staff estimate the value of the park improvements of the preliminary design to be approximately \$1.3 million.

Several major benefits emerge through having the park constructed by the applicant as a part of their larger development, including:

- **Timing:** a complete park will be delivered in tandem with the larger development with no lag between the completion of the rental housing and the delivery of an amenity for the community.
- **Efficiencies:** construction efficiencies can be achieved regarding various aspects of the project including earth moving, the installation of infrastructure (electricity, stormwater management), the purchase of surface materials and plant materials, earth moving, and labour costs. These efficiencies provide greater value to residents of the City of North Vancouver than could be delivered if the City were

- responsible for the delivery of the park after the completion of the apartment building.
- Reduced impact on adjacent residents: by limiting the project to one construction period, the impact of construction (noise, parking disruption, untidiness) is reduced.

A preliminary design has been included as a part of this report (see: Attachment 3 – Preliminary Park Design), that includes play area, lawn/open space, seating areas, circulation, and the provision of new trees. The design of the park is not finalized, and the agreement will require a public design exercise to allow the neighbourhood to provide valuable feedback and help to identify desired park elements and programming. The Parks Department will review revised plans to ensure that the design incorporates public feedback and that the park achieves required City standards prior to the issuance of a full building permit for the residential portion of the project.

COMMUNITY CONSULTATION

Developer Information Session

A Developer Information Session (DIS) was held May 9th, 2019. Twenty-seven members of the public signed in to the session and six comment forms were received. The applicant has provided a summary of the event (Attachment 5 – Developer Information Session Summary).

The attendees were primarily those who live in the building. The DIS was held early in the process, prior to the applicant being able to contact many of the tenants through their formal tenant relocation process. The tenant relocation strategy is discussed further in the “Tenant Relocation Strategy” section below.

Items identified as concerns by the community feedback include the affordability of future units, the height of the proposed buildings, the removal of existing trees, impact of construction, and the effect of dog waste on the proposed park.

Tenant Relocation Strategy

As an existing rental building, the applicant is required to provide support to existing tenants as stipulated by the City’s Residential Tenant Displacement Policy.

The policy provides several key elements to support existing tenants in transition to new housing should the project be approved, including:

- Provide early notification to tenants to inform them of the rezoning process;
- Find up to three comparable rental units (i.e. same number of bedrooms, in the City of North Vancouver, at not more than 10% above the City’s average rent for a unit of that size);
- Compensate all tenants with three months rent to assist in securing alternate accommodations;
- Compensate tenants for moving expenses;
- Provide all tenants with 4 months notice only after the issuance of a demolition permit;
- Provide first right of refusal to existing tenants to live in the new building.

The applicant has agreed to all of the requirements of the City's Residential Tenant Displacement Policy and has undergone a concerted effort to engage existing residents in order to understand their housing needs. The applicant has been able to engage with the majority of residents, though some tenants have not responded to efforts to engage in relocation discussions.

ADVISORY BODY INPUT

The application was directed to the Advisory Design Panel on May 15th, 2019. The Panel recommended the approval of the project subject to addressing the following issues to the satisfaction of the Development Planner assigned to the file:

- Encouraged to include additional solar shading on the upper elevations of the south and west facades to mitigate solar heat gain;
- Ensure the park amenity is successfully planned along side the development while also considering the connections from the street, programming of the park, rain protection and effective lighting of the paths;
- Consider achieving Step 4 of the Step Code;
- Include clear and definitive unit identification for first responders;
- Further review of the P1 bike corridors for improved CPTED protection; and
- Consider additional outlets for e-bikes.

In response to the Advisory Design Panel's suggestions the applicant reviewed the aspects identified and amended various aspects of the proposal, these include: improving solar shading; unit identification for units accessible from the street; security for the parkade; and increasing outlets for e-bikes.

CONCLUSION

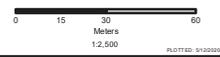
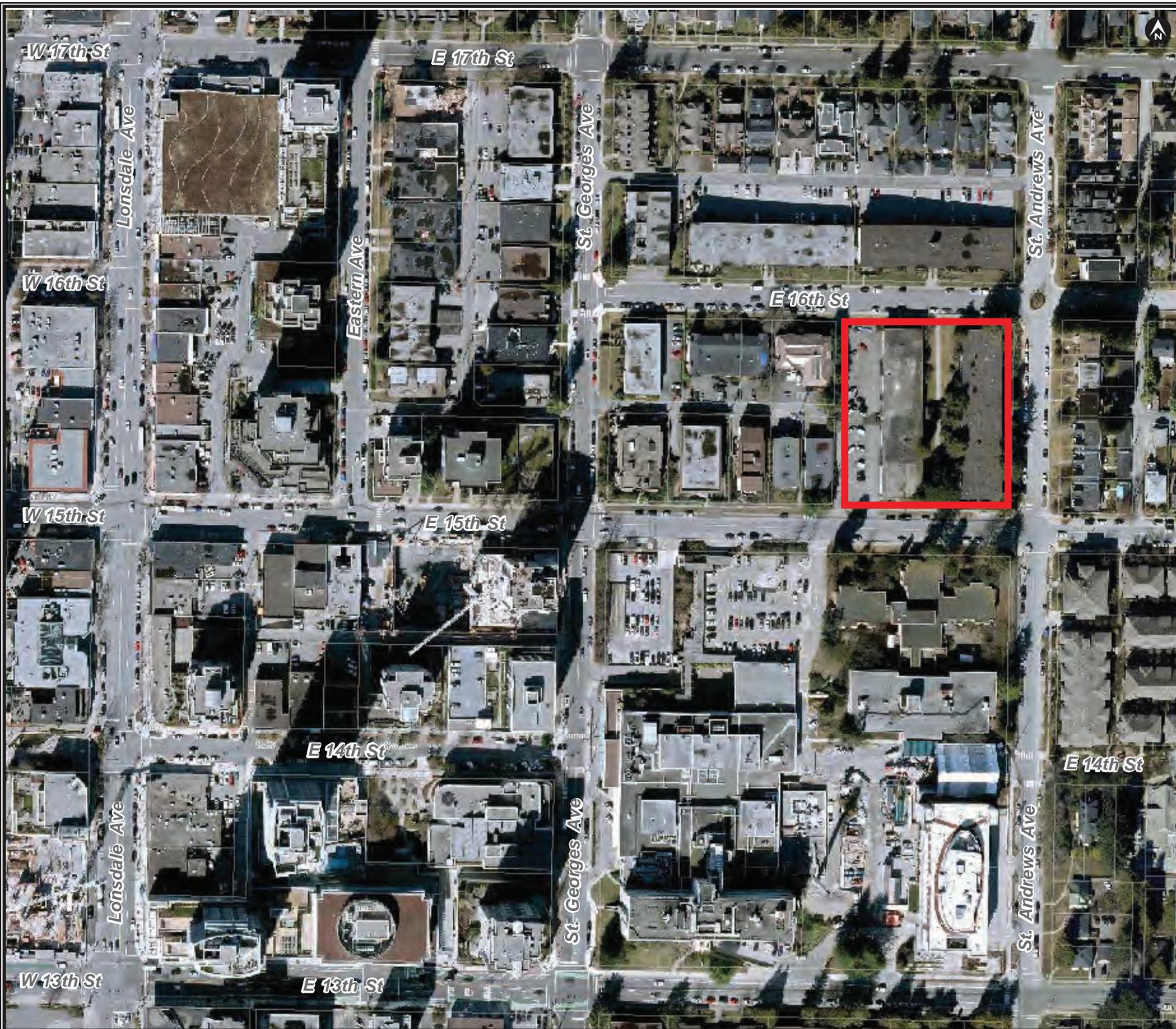
The proposed application represents an appropriate development for the land use designation and a design that is responsive to the planned vision for the community. Intensification – particularly of market and mid-market rental residential projects – adjacent to the Lonsdale Core will support transportation infrastructure improvements and enhanced amenities in the area. The acquisition of a public park will secure an amenity for future generations of residents at a reasonable cost to the City. The requested zoning change and development proposal are consistent with the Region's and the City's planning policies. Overall, the application looks to implement a development that provides a significant neighbourhood amenity as well as increased density in an appropriate design & location.

RESPECTFULLY SUBMITTED:

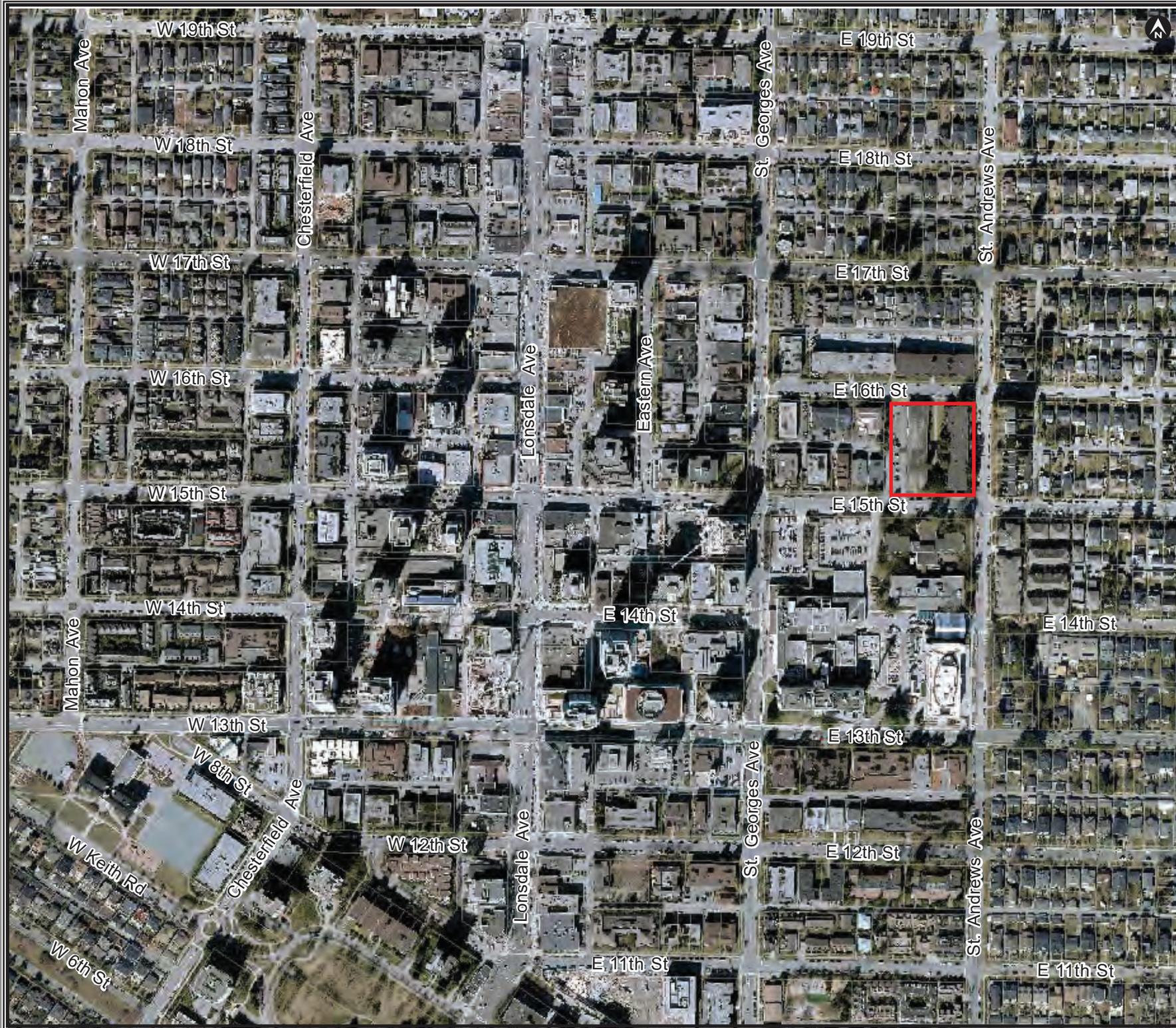

Mike Friesen
Planner 2

250 East 15th Street
Context Map 1

 Subject Site



DISCLAIMER
This map was produced on the City of North Vancouver's Geographic Information System. Data provided herein is derived from sources with varying levels of accuracy and detail. The City of North Vancouver disclaims all responsibility for the accuracy or completeness of information contained herein.



250 East 15th Street
Context Map 2

 Subject Site



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AREA SUMMARY- BUILDING A

| FLOOR LEVEL | # OF STOREY | RESIDENTIAL | COMMON | SERVICE | AMENITY INDOOR | LOBBY EXCLUSION | STORAGE EXCLUSION | GROSS AREA (BUILDABLE) | TOTAL F.S.R. AREA |
|------------------|-------------|------------------------|------------------------|---------------------|-----------------------|-----------------------|-----------------------|-------------------------|-------------------------|
| LEVEL 1 | 1 | 721.84 sq ft | 1,935.01 sq ft | 36.11 sq ft | 3,301.84 sq ft | 1,398.16 sq ft | 4,447.04 sq ft | 11,839.60 sq ft | 2,658.65 sq ft |
| LEVEL 2 | 1 | 6,731.88 sq ft | 1,079.28 sq ft | 23.82 sq ft | 1,447.85 sq ft | .00 sq ft | .00 sq ft | 9,281.83 sq ft | 7,809.96 sq ft |
| LEVEL 3 | 1 | 8,051.50 sq ft | 1,073.20 sq ft | 23.82 sq ft | 1,462.00 sq ft | .00 sq ft | .00 sq ft | 9,122.03 sq ft | 7,809.21 sq ft |
| LEVEL 4 | 1 | 8,051.50 sq ft | 1,073.20 sq ft | 23.82 sq ft | .00 sq ft | .00 sq ft | .00 sq ft | 9,148.52 sq ft | 9,124.70 sq ft |
| LEVEL 5 | 1 | 8,051.50 sq ft | 1,073.20 sq ft | .00 sq ft | .00 sq ft | .00 sq ft | .00 sq ft | 9,148.52 sq ft | 9,124.70 sq ft |
| LEVEL 6 | 1 | 8,051.50 sq ft | 1,073.20 sq ft | 23.82 sq ft | .00 sq ft | .00 sq ft | .00 sq ft | 9,148.52 sq ft | 9,124.70 sq ft |
| LEVEL 7 | 1 | 8,051.50 sq ft | 1,073.20 sq ft | 23.82 sq ft | .00 sq ft | .00 sq ft | .00 sq ft | 9,148.52 sq ft | 9,124.70 sq ft |
| LEVEL 8 | 1 | 8,051.50 sq ft | 1,073.20 sq ft | 23.82 sq ft | .00 sq ft | .00 sq ft | .00 sq ft | 9,148.52 sq ft | 9,124.70 sq ft |
| LEVEL 9 | 1 | 8,051.50 sq ft | 1,073.20 sq ft | 23.82 sq ft | .00 sq ft | .00 sq ft | .00 sq ft | 9,148.52 sq ft | 9,124.70 sq ft |
| LEVEL 10 | 1 | 8,051.50 sq ft | 1,073.20 sq ft | 23.82 sq ft | .00 sq ft | .00 sq ft | .00 sq ft | 9,148.52 sq ft | 9,124.70 sq ft |
| LEVEL 11 | 1 | 8,051.50 sq ft | 1,073.20 sq ft | 23.82 sq ft | .00 sq ft | .00 sq ft | .00 sq ft | 9,148.52 sq ft | 9,124.70 sq ft |
| LEVEL 12 | 1 | 7,846.27 sq ft | 919.45 sq ft | 23.82 sq ft | .00 sq ft | .00 sq ft | .00 sq ft | 8,889.54 sq ft | 8,565.72 sq ft |
| ROOF LEVEL | 1 | 526.12 sq ft | 437.51 sq ft | .00 sq ft | .00 sq ft | .00 sq ft | .00 sq ft | 963.63 sq ft | 963.63 sq ft |
| TOTAL (sq ft) | | 86,655.84 sq ft | 14,034.13 sq ft | 298.18 sq ft | 8,151.49 sq ft | 1,398.16 sq ft | 4,447.04 sq ft | 112,884.59 sq ft | 100,889.77 sq ft |
| TOTAL (m2) | | 8,000.25 m2 | 1,303.77 m2 | 27.7 m2 | 871.47 m2 | 129.89 m2 | 413.13 m2 | 10,496.27 m2 | 9,354.88 m2 |
| % OF GROSS AREA | | 79.2% | 12.4% | 0.3% | 8.4% | 1.3% | 3.9% | 100.0% | 89.3% |
| % OF F.S.R. AREA | | 86.1% | 13.9% | 0.3% | 6.1% | 1.4% | 4.4% | 112.2% | 100.0% |

AREA SUMMARY- BUILDING B

| FLOOR LEVEL | # OF STOREY | RESIDENTIAL | COMMON | SERVICE | AMENITY INDOOR | LOBBY EXCLUSION | STORAGE EXCLUSION | GROSS AREA (BUILDABLE) | TOTAL F.S.R. AREA |
|------------------|-------------|------------------------|------------------------|---------------------|------------------------|-----------------------|-------------------|------------------------|------------------------|
| LEVEL 1 | 1 | 3,661.15 sq ft | 1,108.62 sq ft | 684.11 sq ft | .00 sq ft | 1,396.76 sq ft | .00 sq ft | 6,850.64 sq ft | 4,769.77 sq ft |
| LEVEL 2 | 1 | 6,165.14 sq ft | 998.10 sq ft | 24.81 sq ft | 2,760.23 sq ft | .00 sq ft | .00 sq ft | 9,948.28 sq ft | 7,163.24 sq ft |
| LEVEL 3 | 1 | 6,163.58 sq ft | 997.04 sq ft | 24.81 sq ft | .00 sq ft | .00 sq ft | .00 sq ft | 8,085.96 sq ft | 7,160.62 sq ft |
| LEVEL 4 | 1 | 7,096.25 sq ft | 971.18 sq ft | 24.81 sq ft | .00 sq ft | .00 sq ft | .00 sq ft | 8,092.24 sq ft | 8,067.43 sq ft |
| LEVEL 5 | 1 | 7,096.25 sq ft | 971.18 sq ft | 24.81 sq ft | .00 sq ft | .00 sq ft | .00 sq ft | 8,092.24 sq ft | 8,067.43 sq ft |
| LEVEL 6 | 1 | 7,096.25 sq ft | 971.18 sq ft | 24.81 sq ft | .00 sq ft | .00 sq ft | .00 sq ft | 8,092.24 sq ft | 8,067.43 sq ft |
| LEVEL 7 | 1 | 7,096.25 sq ft | 971.18 sq ft | 24.81 sq ft | .00 sq ft | .00 sq ft | .00 sq ft | 8,092.24 sq ft | 8,067.43 sq ft |
| LEVEL 8 | 1 | 7,096.25 sq ft | 971.18 sq ft | 24.81 sq ft | .00 sq ft | .00 sq ft | .00 sq ft | 8,092.24 sq ft | 8,067.43 sq ft |
| LEVEL 9 | 1 | 7,096.25 sq ft | 971.18 sq ft | 24.81 sq ft | .00 sq ft | .00 sq ft | .00 sq ft | 8,092.24 sq ft | 8,067.43 sq ft |
| LEVEL 10 | 1 | 7,096.25 sq ft | 971.18 sq ft | 24.81 sq ft | .00 sq ft | .00 sq ft | .00 sq ft | 8,092.24 sq ft | 8,067.43 sq ft |
| LEVEL 11 | 1 | 7,096.25 sq ft | 971.18 sq ft | 24.81 sq ft | .00 sq ft | .00 sq ft | .00 sq ft | 8,092.24 sq ft | 8,067.43 sq ft |
| LEVEL 12 | 1 | 5,007.75 sq ft | 1,055.29 sq ft | 24.81 sq ft | 278.35 sq ft | .00 sq ft | .00 sq ft | 7,215.94 sq ft | 6,913.28 sq ft |
| ROOF LEVEL | 1 | .00 sq ft | 170.13 sq ft | .00 sq ft | .00 sq ft | .00 sq ft | .00 sq ft | 170.13 sq ft | 170.13 sq ft |
| TOTAL (sq ft) | | 79,592.84 sq ft | 12,099.76 sq ft | 667.02 sq ft | 13,939.01 sq ft | 1,396.76 sq ft | .00 sq ft | 96,885.19 sq ft | 90,692.40 sq ft |
| TOTAL (m2) | | 7,301.26 m2 | 1,124.07 m2 | 68.91 m2 | 1,305.93 m2 | 129.76 m2 | .m2 | 9,009.92 m2 | 8,425.32 m2 |
| % OF GROSS AREA | | 81.0% | 12.5% | 1.0% | 4.1% | 1.4% | 0.0% | 100.0% | 93.5% |
| % OF F.S.R. AREA | | 86.7% | 13.3% | 1.1% | 4.3% | 1.5% | 0.0% | 106.9% | 100.0% |

AREA SUMMARY- BUILDING C

| FLOOR LEVEL | # OF STOREY | RESIDENTIAL | COMMON | SERVICE | AMENITY INDOOR | LOBBY EXCLUSION | STORAGE EXCLUSION | GROSS AREA (BUILDABLE) | TOTAL F.S.R. AREA |
|------------------|-------------|------------------------|-----------------------|---------------------|-------------------|---------------------|-------------------|------------------------|------------------------|
| LEVEL 1 | 1 | 6,614.37 sq ft | 1,114.30 sq ft | 26.13 sq ft | .00 sq ft | 310.31 sq ft | .00 sq ft | 8,065.11 sq ft | 7,728.67 sq ft |
| LEVEL 2 | 1 | 7,242.74 sq ft | 939.31 sq ft | 26.13 sq ft | .00 sq ft | .00 sq ft | .00 sq ft | 8,208.18 sq ft | 8,182.09 sq ft |
| LEVEL 3 | 1 | 7,244.71 sq ft | 936.87 sq ft | 26.13 sq ft | .00 sq ft | .00 sq ft | .00 sq ft | 8,207.51 sq ft | 8,181.38 sq ft |
| LEVEL 4 | 1 | 7,244.71 sq ft | 936.87 sq ft | 26.13 sq ft | .00 sq ft | .00 sq ft | .00 sq ft | 8,207.51 sq ft | 8,181.38 sq ft |
| LEVEL 5 | 1 | 7,244.71 sq ft | 936.87 sq ft | 26.13 sq ft | .00 sq ft | .00 sq ft | .00 sq ft | 8,207.51 sq ft | 8,181.38 sq ft |
| LEVEL 6 | 1 | 7,244.71 sq ft | 936.87 sq ft | 26.13 sq ft | .00 sq ft | .00 sq ft | .00 sq ft | 8,207.51 sq ft | 8,181.38 sq ft |
| ROOF LEVEL | 1 | .00 sq ft | 316.56 sq ft | .00 sq ft | .00 sq ft | .00 sq ft | .00 sq ft | 316.56 sq ft | 316.56 sq ft |
| TOTAL (sq ft) | | 42,833.95 sq ft | 6,116.85 sq ft | 156.79 sq ft | 0.00 sq ft | 310.31 sq ft | .00 sq ft | 50,144.84 sq ft | 48,852.80 sq ft |
| TOTAL (m2) | | 3,979.46 m2 | 568.26 m2 | 14.66 m2 | 0.00 m2 | 28.83 m2 | .m2 | 4,658.44 m2 | 4,547.72 m2 |
| % OF GROSS AREA | | 85.4% | 12.2% | 0.3% | 1.4% | 0.6% | 0.0% | 100.0% | 97.8% |
| % OF F.S.R. AREA | | 87.5% | 12.5% | 0.3% | 1.5% | 0.6% | 0.0% | 102.4% | 100.0% |

AREA SUMMARY (PROJECT TOTAL)

| FLOOR LEVEL | # OF STOREY | RESIDENTIAL | COMMON | SERVICE | AMENITY INDOOR | LOBBY EXCLUSION | STORAGE EXCLUSION | GROSS AREA (BUILDABLE) | TOTAL F.S.R. AREA |
|------------------|-------------|------------------------|-----------------------|----------------------|-----------------------|----------------------|----------------------|------------------------|------------------------|
| LEVEL 1 | 1 | 10,997.2 sq ft | 4,157.9 sq ft | 746.4 sq ft | 3,301.6 sq ft | 3,196.2 sq ft | 4,447.0 sq ft | 26,795.4 sq ft | 15,156.1 sq ft |
| LEVEL 2 | 1 | 20,199.6 sq ft | 3,015.7 sq ft | 74.8 sq ft | 4,268.1 sq ft | .0 sq ft | .0 sq ft | 27,488.1 sq ft | 23,165.3 sq ft |
| LEVEL 3 | 1 | 20,026.2 sq ft | 3,012.0 sq ft | 74.8 sq ft | 3,202.5 sq ft | .0 sq ft | .0 sq ft | 25,415.5 sq ft | 23,038.2 sq ft |
| LEVEL 4 | 1 | 22,392.5 sq ft | 2,881.1 sq ft | 74.8 sq ft | .0 sq ft | .0 sq ft | .0 sq ft | 25,448.3 sq ft | 25,373.5 sq ft |
| LEVEL 5 | 1 | 22,392.5 sq ft | 2,881.1 sq ft | 74.8 sq ft | .0 sq ft | .0 sq ft | .0 sq ft | 25,448.3 sq ft | 25,373.5 sq ft |
| LEVEL 6 | 1 | 22,392.5 sq ft | 2,881.1 sq ft | 74.8 sq ft | .0 sq ft | .0 sq ft | .0 sq ft | 25,448.3 sq ft | 25,373.5 sq ft |
| LEVEL 7 | 1 | 15,073.0 sq ft | 2,412.1 sq ft | 48.6 sq ft | 724.8 sq ft | .0 sq ft | .0 sq ft | 18,258.4 sq ft | 17,485.1 sq ft |
| LEVEL 8 | 1 | 15,147.8 sq ft | 2,044.4 sq ft | 48.6 sq ft | .0 sq ft | .0 sq ft | .0 sq ft | 17,240.8 sq ft | 17,192.1 sq ft |
| LEVEL 9 | 1 | 15,147.8 sq ft | 2,044.4 sq ft | 48.6 sq ft | .0 sq ft | .0 sq ft | .0 sq ft | 17,240.8 sq ft | 17,192.1 sq ft |
| LEVEL 10 | 1 | 15,147.8 sq ft | 2,044.4 sq ft | 48.6 sq ft | .0 sq ft | .0 sq ft | .0 sq ft | 17,240.8 sq ft | 17,192.1 sq ft |
| LEVEL 11 | 1 | 15,147.8 sq ft | 2,044.4 sq ft | 48.6 sq ft | .0 sq ft | .0 sq ft | .0 sq ft | 17,240.8 sq ft | 17,192.1 sq ft |
| LEVEL 12 | 1 | 13,553.8 sq ft | 1,924.7 sq ft | 48.6 sq ft | 278.3 sq ft | .0 sq ft | .0 sq ft | 15,805.4 sq ft | 15,478.6 sq ft |
| ROOF | 1 | 526.1 sq ft | 607.6 sq ft | .0 sq ft | .0 sq ft | .0 sq ft | .0 sq ft | 1,133.8 sq ft | 1,133.8 sq ft |
| TOTAL (sq ft) | | 245,064.2 sq ft | 32,250.9 sq ft | 1,411.9 sq ft | 10,815.3 sq ft | 3,195.2 sq ft | 4,447.0 sq ft | 282,119.4 sq ft | 242,385.0 sq ft |
| TOTAL (m2) | | 22,631.62 m2 | 2,996.11 m2 | 131.17 m2 | 1,001.53 m2 | 295.48 m2 | 413.13 m2 | 26,164.63 m2 | 22,327.15 m2 |
| % OF GROSS AREA | | 80.0% | 12.4% | 0.5% | 4.2% | 1.2% | 1.7% | 100.0% | 98.3% |
| % OF F.S.R. AREA | | 86.6% | 13.4% | 0.6% | 4.5% | 1.3% | 1.9% | 108.2% | 100.0% |

NOTES:

** MAXIMUM LOBBY EXCLUSION IS EITHER:

a) 1 FSR OR

b) 10% OF TOTAL GROSS FLOOR AREA

** MAXIMUM AMENITY EXCLUSION IS 5% OF GFA

SUITE SUMMARY- BUILDING A

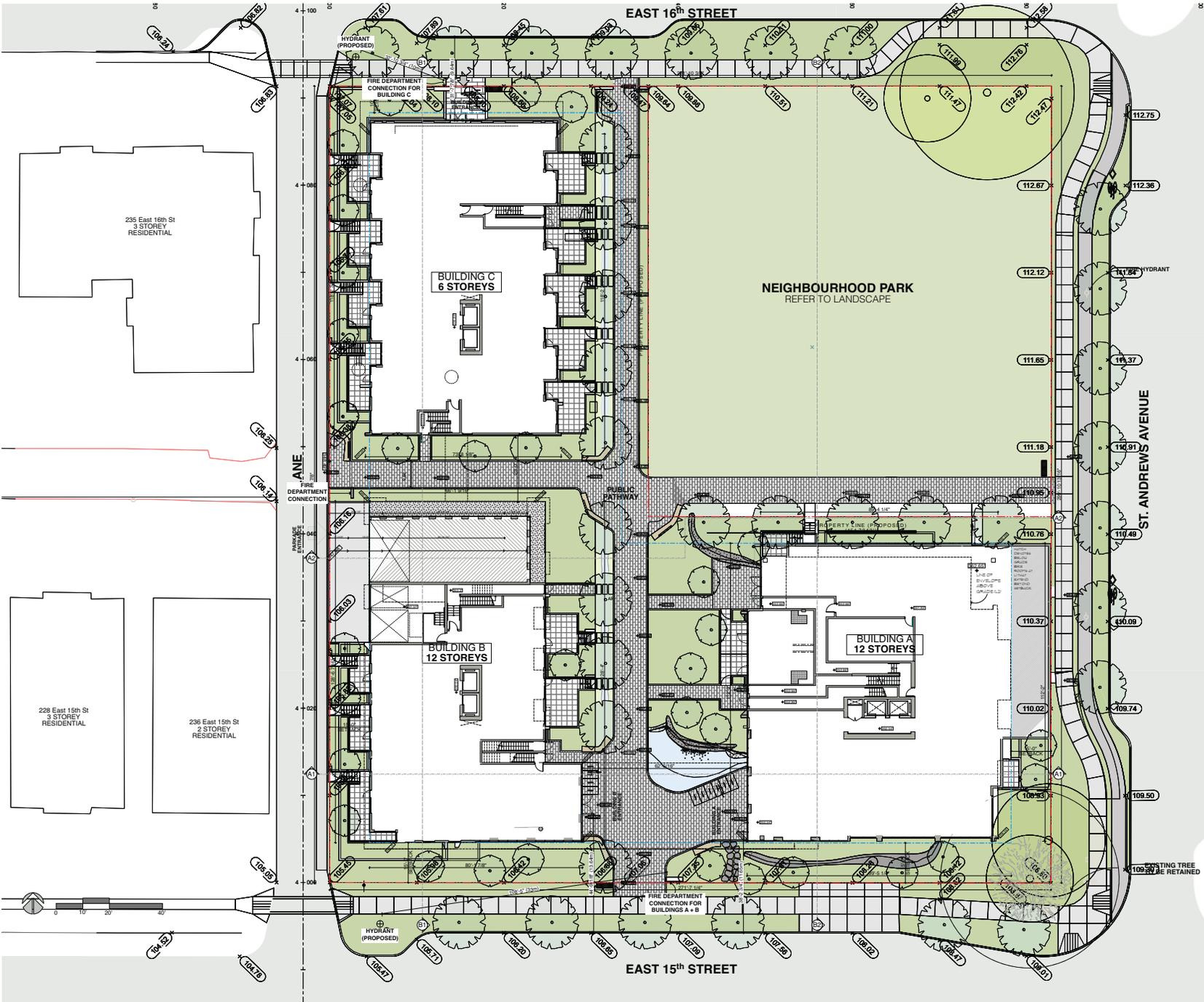
| FLOOR LEVEL | # OF STOREY | FLOOR TO FLOOR HT. | STUDIO UNITS | 1 BEDROOM UNITS | 2 BEDROOM UNITS | 3 BEDROOM UNITS | TH UNITS | TOTAL |
|--------------------------|-------------|--------------------|--------------|-----------------|-----------------|-----------------|----------|-------|
| LEVEL 1 | 1 | 16.6 ft | 2 | 0 | 0 | 0 | 0 | 2 |
| LEVEL 2 | 1 | 10.6 ft | 0 | 5 | 2 | 1 | 0 | 8 |
| LEVEL 3 | 1 | 10. ft | 0 | 5 | 0 | 3 | 0 | 8 |
| LEVEL 4 | 1 | 9.17 ft | 0 | 6 | 0 | 4 | 0 | 10 |
| LEVEL 5 | 1 | 9.17 ft | 0 | 6 | 0 | 4 | 0 | 10 |
| LEVEL 6 | 1 | 9.17 ft | 0 | 6 | 0 | 4 | 0 | 10 |
| LEVEL 7 | 1 | 9.17 ft | 0 | 6 | 0 | 4 | 0 | 10 |
| LEVEL 8 | 1 | 9.17 ft | 0 | 6 | 0 | 4 | 0 | 10 |
| LEVEL 9 | 1 | 9.17 ft | 0 | 6 | 0 | 4 | 0 | 10 |
| LEVEL 10 | 1 | 9.17 ft | 0 | 6 | 0 | 4 | 0 | 10 |
| LEVEL 11 | 1 | 10. ft | 0 | 6 | 0 | 4 | 0 | 10 |
| LEVEL 12 | 1 | 9.25 ft | 0 | 0 | 8 | 0 | 0 | 8 |
| ROOF LEVEL | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SUB-TOTAL C | | | 2 | 58 | 10 | 36 | 0 | 106 |
| % | | | 2% | 55% | 9% | 34% | 0% | 100% |
| TOTAL GROSS AREA (sq ft) | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| AVG. (sq ft) | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

SUITE SUMMARY- BUILDING B

| FLOOR LEVEL | # OF STOREY | FLOOR TO FLOOR HT. | STUDIO UNITS | 1 BEDROOM UNITS | 2 BEDROOM UNITS | 3 BEDROOM UNITS | TH UNITS | TOTAL |
|--------------------------|-------------|--------------------|--------------|-----------------|-----------------|-----------------|----------|-------|
| LEVEL 1 | 1 | 16.6 ft | 0 | 3 | 1 | 1 | 0 | 5 |
| LEVEL 2 | 1 | 10.6 ft | 3 | 5 | 1 | 1 | 0 | 10 |
| LEVEL 3 | 1 | 10. ft | 3 | 5 | 1 | 1 | 0 | 11 |
| LEVEL 4 | 1 | 9.17 ft | 3 | 5 | 2 | 1 | 0 | 11 |
| LEVEL 5 | 1 | 9.17 ft | 3 | 5 | 2 | 1 | 0 | 11 |
| LEVEL 6 | 1 | 9.17 ft | 3 | 5 | 2 | 1 | 0 | 11 |
| LEVEL 7 | 1 | 9.17 ft | 3 | 5 | 2 | 1 | 0 | 11 |
| LEVEL 8 | 1 | 9.17 ft | 3 | 5 | 2 | 1 | 0 | 11 |
| LEVEL 9 | 1 | 9.17 ft | 3 | 5 | 2 | 1 | 0 | 11 |
| LEVEL 10 | 1 | 9.17 ft | 3 | 5 | 2 | 1 | 0 | 11 |
| LEVEL 11 | 1 | 10. ft | 3 | 5 | 2 | 1 | 0 | 11 |
| LEVEL 12 | 1 | 9.25 ft | 2 | 4 | 3 | 0 | 0 | 9 |
| ROOF LEVEL | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SUB-TOTAL C | | | 32 | 57 | 22 | 11 | 0 | 122 |
| % | | | 26% | 47% | 18% | 9% | 0% | 100% |
| TOTAL GROSS AREA (sq ft) | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| AVG. (sq ft) | | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

SUITE SUMMARY- BUILDING C

| FLOOR LEVEL | # OF STOREY | FLOOR TO FLOOR HT. | STUDIO UNITS | 1 BEDROOM UNITS | 2 BEDROOM UNITS | 3 BEDROOM UNITS | TH UNITS |
|-------------|-------------|--------------------|--------------|-----------------|-----------------|-----------------|----------|
|-------------|-------------|--------------------|--------------|-----------------|-----------------|-----------------|----------|



CENTURY REDEVELOPMENT

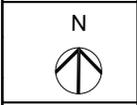
250 EAST 15TH STREET
CITY OF NORTH VANCOUVER, BRITISH COLUMBIA

| | |
|----------------------|---------------|
| RE-SUBMITTED FOR DP | JAN 2 2014 |
| RE-SUBMITTED FOR DP | SEP 11 2013 |
| SUBMITTED FOR DP | NOV 29 2012 |
| PRE-APPLICATION REV. | MAY 10 2012 |
| NO. | 0840 / 805085 |
| DATE | |

bingham hill architects

1115A BROADWAY STREET
VANCOUVER, BC V6Z 1R7, CANADA
TEL: (604) 253-2224
FAX: (604) 253-2222
WWW.BINGHAMHILLARCHITECTS.COM

PROJECT: 250 EAST 15TH STREET
DRAWING NUMBER: A2.02



SITE PLAN

ALL DIMENSIONS SHALL BE VERIFIED ON SITE

| | | | |
|-----------|------|----------------|-------|
| PROJECT # | 1204 | DRAWING NUMBER | A2.02 |
| SCALE | | | |
| DATE | | | |
| DESIGNED | | | |
| CHECKED | | | |

Plant List

| key | qty. | Botanical Name | Common Name | Size and Spacing |
|--|------|-------------------------------------|---------------------------------|----------------------------------|
| Trees | | | | |
| AC | 12 | Acer circinatum | Vine Maple | B&B, 5cm calliper |
| AG | 10 | Acer x 'Scarlet Sentinel' | Scarlet Sentinel Maple | B&B, 7cm calliper, 1.8m ht. Std. |
| CS | 24 | Cornus 'Starlight' | Starlight Dogwood | B&B, 6cm calliper, 1.2m ht. Std. |
| HX | 4 | Hamamelis l. x 'Arnold's Promise' | Chinese Witch Hazel | 2.5m ht. Multistem specimens |
| MV | 2 | Magnolia virginiana | Sweetbait | B&B, 5cm calliper, tree form |
| MX | 10 | Malus x combo | Multi Variety Apple Tree 3m ht. | |
| PG | 1 | Punica granatum | Pomegranate | B&B, 5cm calliper, tree form |
| ST1 | 7 | Street Tree 1 | 16th Ave -TBD | B&B, 7cm calliper, 1.8m ht. Std. |
| ST2 | 7 | Street Tree 2 | St. Andrews -TBD | B&B, 7cm calliper, 1.8m ht. Std. |
| ST3 | 5 | Street Tree 3 | 15th Ave -TBD | B&B, 7cm calliper, 1.8m ht. Std. |
| SJ | 4 | Styrax japonicus | Japanese Snowbell | B&B, 7cm calliper, 1.8m ht. Std. |
| Shrubs | | | | |
| A | 299 | Azalea 'Gumpo White' | Dwarf Azalea | #3 pot |
| AJ | 37 | Azalea jap. 'White' | Japanese Azalea | #5 pot |
| CL | 69 | Chytisya ternata * | Mexican Orange | #7 pot |
| CK | 129 | Cornus s. 'Kelsey' | Dwarf Redstem Dogwood | #3 pot |
| DK | 3 | Deutzia x kalmifolia | Kalmia Flowered Deutzia | #5 pot |
| HQ | 60 | Hydrangea querc. 'Munchkin' | Dwarf Oakleaf Hydrangea | #5 pot |
| LP | 70 | Lonicera pilata | Borled Honeyuckle | #5 pot |
| LC | 11 | Loropetalum c. 'Shiro Kujaku' | Chinese Fringe Flower | #10 pot |
| ND | 96 | Nandina d. 'Firepower' | Heavenly Bamboo | #3 pot |
| MA | 8 | Mahonia x 'Charity' | Charry Mahonia | #10 pot |
| MH | 90 | Mahonia nervosa | Oregon Grape | #2 pot |
| PF | 66 | Potentilla f. 'Abbotswood' | White Shubby Cinquefoil | #3 pot |
| PG | 69 | Potentilla f. 'Goldfinger' | Yellow Shubby Cinquefoil | #3 pot |
| RD | 166 | Rhododendron 'Dora Amateis' | Dwarf White Rhododendron | #10 pot |
| RX | 22 | Rosa 'JP Connell' | Dwarf Yellow Rose | #3 pot |
| RR | 21 | Rosa rugosa 'White' | White Rugosa Rose | #10 pot |
| SH | 114 | Sarcococca humilis | Sweet Henslyban Box | #3 pot |
| SB | 150 | Spiraea betulifolia | Birchleaf Spirea | #3 pot |
| SK | 35 | Symphoricarpos x 'Chenault' | Coralberry | #3 pot |
| T | 518 | Taxus media 'Hilli' | Hill x Yew | 1.2m ht. B&B |
| Vx | 150 | Vaccinium x 'Northland' | Dwarf Blueberry | #5 pot |
| Vines | | | | |
| - | 2 | Clematis carmanii 'Early Sensation' | Evergreen Clematis | #2 pot, staked |
| VI | 3 | Clematis montana 'Rubra' | Arsenine Clematis | #2 pot, staked |
| - | 4 | Parthenocissus tricuspidata | Boston Ivy | #2 pot, staked |
| Groundcovers, Perennials, Grasses and Ferns | | | | |
| a | 86 | Arenaria montana | Sandwort | #1 pot |
| r | 230 | Armeria maritima | Sea Pink | #1 pot |
| s | 174 | Asarum splendens | Wild Ginger | #1 pot |
| e | 132 | Epidemium x waleyense | Barnwort | #1 pot |
| c | 418 | Carex 'Everest' | Everest Sedge | #1 pot |
| f | 265 | Fragaria - everbearing * | Strawberry | #1 pot |
| g | 365 | Gaultheria stolonata | Salal | #1 pot |
| hm | 113 | Hakonechloa m. 'Albostriata' | Japanese Forest Grass | #2 pot |
| hx | 21 | Hosta 'Krossa Regal' | Plantain Lily | #2 pot |
| h | 29 | Hypericum clycium | St. John's Wort | #1 pot |
| i | 315 | Iberis sempervirens | Evergreen Candytuft | #1 pot |
| l | 195 | Leucanthemum x s. 'Becky' | Shasta Daisy | #1 pot |
| ml | 114 | Miscanthus 'Little Kitten' | Litten Kitten Maiden Grass | #2 pot |
| ms | 45 | Miscanthus s. 'Morning Light' | Maiden Grass | #2 pot |
| p | 207 | Pachystandra terminalis | Japanese Spurge | #1 pot |
| ph | 59 | Pennisetum a. 'Hameln' | Fountain Grass | #1 pot |
| Pm | 233 | Polystichum munitum | Western Sword Fern | #2 pot |
| Urban Agriculture Temporary Planting | | | | |
| 40 | | Fragaria - everbearing * | Strawberry | #1 pot |
| 40 | | Rubus idaeus 'Chilcolin' | Raspberry | #3 pot |
| 40 | | Vaccinium 'Northland' | Dwarf Blueberry | #3 pot |
| Rain Garden Planting | | | | |
| 250 | | Carex obovata | Slough Sedge | #1 pot |
| 250 | | Carex rostrata | Beaked Sedge | #1 pot |
| 250 | | Cornus s. 'Kelsey' | Dwarf Redstem Dogwood | #2 pot |
| 250 | | Cornus canadensis | Bunchberry | #1 pot |
| 250 | | Fragaria chiloensis' | Canal Strawberry | #1 pot |
| 250 | | Iris setosa | Wild Flag Iris | #1 pot |
| 250 | | Iris unguicularis | Algerian Winter Iris | #1 pot |
| 250 | | Juncus effusus | Common Rush | #1 pot |

General Planting Notes:

- All work shall meet or exceed the requirements as outlined in the Current Edition of the B.C. Landscape Standard.
- Plant sizes and related container classes are specified according to the B.C. Landscape Standard Current Edition. For container classes #3 and smaller, plant sizes shall be as shown in the plant list and the Standard; for all other plants, both plant size and container class shall be as shown in the plant list. Specifically, when the plant list call for #3 class containers these shall be as defined in the BCNTA (ANSI) Standard.
- Sod is to be sand based turf and mesh free. No substitutes.
- All soft landscape area are to be irrigated using a high efficiency drip system, complete with rain sensor. All work to IAABC standards.
- Attach vines to trellis posts using non-chafing garden ties.
- All plants with an asterisk (*) are bird friendly species.

Landscape Bird Friendly Strategy

There are several landscape measures to ensure the proposed development is Bird Friendly. The existing retained street trees along St. Andrews Avenue will provide canopy cover and mature habitat. Additionally the new street tree planting in the City boulevard on St. Andrew Avenue, East 15th and East 16th Street, will provide more habitat opportunities and also continue to provide a continuous forest canopy for birds.

The proposed landscape planting incorporates canopy/habitat stratification with tree and shrub planting, utilizes plants that attract birds and insects, and includes native and non-native/non-invasive plants.

The proposed area of exterior green space for the building increases the existing green coverage on the site. The planting is distributed over four levels of the building with different exposures.

Legend

Furniture + Structures:

- Custom Ipa Bench
- 1000mm/42" Ht. Metal Fence + Gate
- Neat Blue Rack - Bolo Rack by Landscape Forms
- CNV Comment B1 - Bike Rack Spec.

Walls + Stairs:

- C.I.P. Concrete Planter Wall
- Brick Clad Concrete Planter Wall
- Rock Clad Concrete Wall
- Entry Sign or Address Pier
- C.I.P. Concrete Stairs

Surfaces:

- Broom Finished Saw Cut Concrete
- 600x24" sq. Concrete Paving Slabs
- Stacked Bond, Natural Grey
- Feature Paving at Building C Entry to match lobby flooring colour/pattern
- Unit Concrete Pavers at Public Walkways
- 4 x 8" Staggered Running Bond, Natural Grey
- River Rock Ballast
- Precast Concrete Step Stones
- Broom Finished, 1.75" x 4" x 4"
- Large Format Bluestone Pavers

Existing Trees:

- Existing Tree to be protected and retained - refer to Tree Plan

Lighting:

- Wall Mounted Scene Light
- Soft Light
- Wall Cast/Step Light
- Linear LED Light @ Benches
- Ballard Light

Soft Landscape:

- Sand Based Sodded Lawn
- Shrub/Perennial Beds
- Evergreen Hedging

Grading + Drainage:

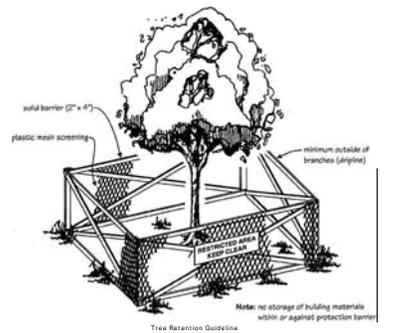
- + TS 10.00m bottom of stair
- + BS 10.00m top of stair
- + BW 10.00m bottom of wall
- + TW 10.00m top of wall
- + 10.00m spot elevation
- + FG 10.00m finished grade
- 2% direction/percent slope
- break in slope
- direction/number of risers down
- existing elevation (as per survey)
- + BG 10.00m building grade
- + BG 10.00m interpolated building grade
- Trench Drain
- Area Drain

Irrigation + Hose Bibs:

- Hose Bib
- Irrigation Stub Up 50psi + 50gpm

4.1 Tree Retention

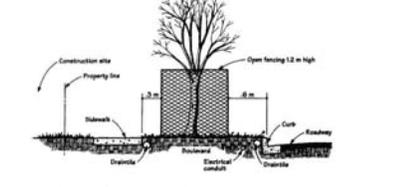
- Where trees are to be retained on a site, protection barriers must be installed as specified in the **Private Property Tree By-Law**.
- Any required excavation in or around the protection barrier to accommodate underground services, footings, etc. should be indicated on the plan and done by hand.
- Trees inside the protection zone should be cared for throughout the construction process, i.e. they must be watered sufficiently, particularly if a portion of the tree's root system has been disturbed by excavations.
- Root and branch pruning, where necessary, must be done in accordance with Sections 4.4 and 4.5. Only the Park Board is authorized to prune trees on City property.



Ld-1 Tree Protection Barrier Detail
1:12 Not To Scale

4.2 Tree Retention on Boulevards Adjacent to Construction Sites

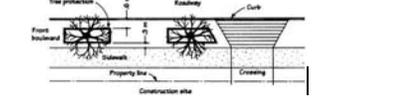
Boulevard trees adjacent to construction sites, including those of less than 20 cm diameter, must be protected in accordance with these Engineering Department guidelines and cannot be pruned, moved or otherwise disturbed without prior written Park Board permission.



Barrier fencing used for tree protection must:

- allow for free and clear passage of pedestrians on the sidewalk and adjacent portion of boulevard;
- provide for clear visibility of fire hydrants, driveway access, crosswalks, etc. ("see-through" fencing should be used);
- be 0.6 m or more from the curb to provide for the opening of car doors; and
- be 0.3 m or more from the edge of any sidewalk located within a grass boulevard.

NOTE: These setbacks also reduce the possibility of interference with underground utilities when sinking fences in place.



| no. | date: | item: |
|-----|------------|------------------------|
| 2 | 2019.12.20 | Issued for Redesign/DP |
| 1 | 2019.09.13 | Issued for Redesign/DP |
| 1 | 2018.11.29 | Issued for Redesign/DP |

Revisions:

DK Durante Kreak Ltd.
102 - 1637 West 6th Avenue
Vancouver BC V6J 1N5
t: 604 684 4911
f: 604 684 0577
www.dk.bc.ca

Project:

Century Redevelopment
250 East 15th Street
North Vancouver BC

Drawn by: JES

Checked by: JES

Date: 2019.08.20

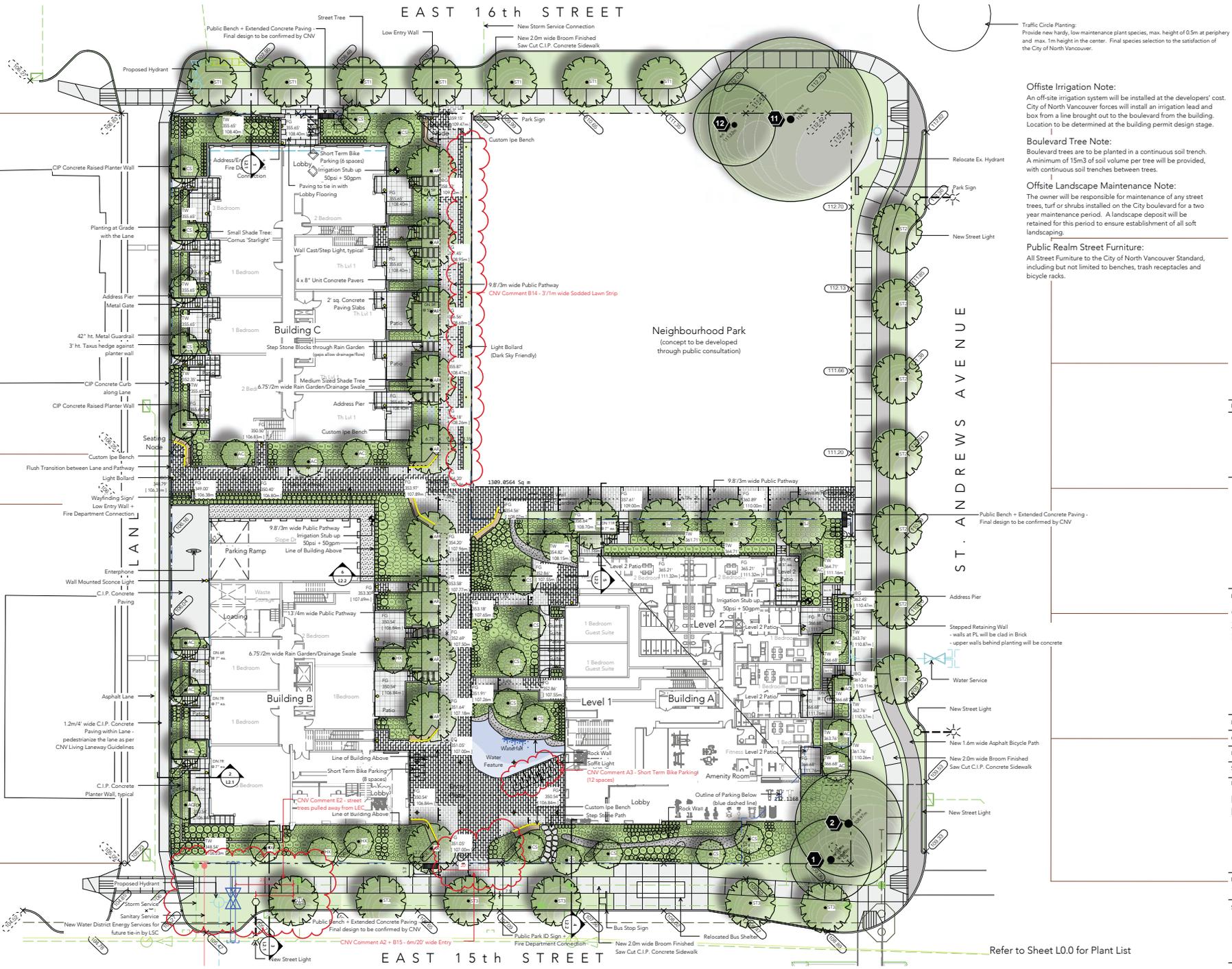
Scale: -

Drawing Title: Landscape Legends

Project No.: 17053

Sheet No.: L0.0

EAST 16th STREET



Traffic Circle Planting:
Provide new hardy, low maintenance plant species, max. height of 0.5m at periphery and max. 1m height in the center. Final species selection to the satisfaction of the City of North Vancouver.

Offsite Irrigation Note:
An off-site irrigation system will be installed at the developers' cost. City of North Vancouver forces will install an irrigation lead and box from a line brought out to the boulevard from the building. Location to be determined at the building permit design stage.

Boulevard Tree Note:
Boulevard trees are to be planted in a continuous soil trench. A minimum of 15m³ of soil volume per tree will be provided, with continuous soil trenches between trees.

Offsite Landscape Maintenance Note:
The owner will be responsible for maintenance of any street trees, turf or shrubs installed on the City boulevard for a two year maintenance period. A landscape deposit will be retained for this period to ensure establishment of all soft landscaping.

Public Realm Street Furniture:
All Street Furniture to the City of North Vancouver Standard, including but not limited to benches, trash receptacles and bicycle racks.



ST. ANDREWS AVENUE

Neighbourhood Park
(concept to be developed through public consultation)

| | | |
|---|-------------|-------------------------|
| 2 | 2019.12.20 | Issued for Reopening/DP |
| 1 | 2019.09.13 | Issued for Reopening/DP |
| | 2018.11.29 | Issued for Reopening/DP |
| | no. date: | Item: |



Project:
City Redevelopment
250 East 15th Street
North Vancouver BC

Drawn by: JES
Checked by: JES
Date: 2019.08.19
Scale: 1/16" = 1'-0"

Drawing Title:
Level 1
Landscape Plan

Project No.: 17053
Sheet No.:

L1.1

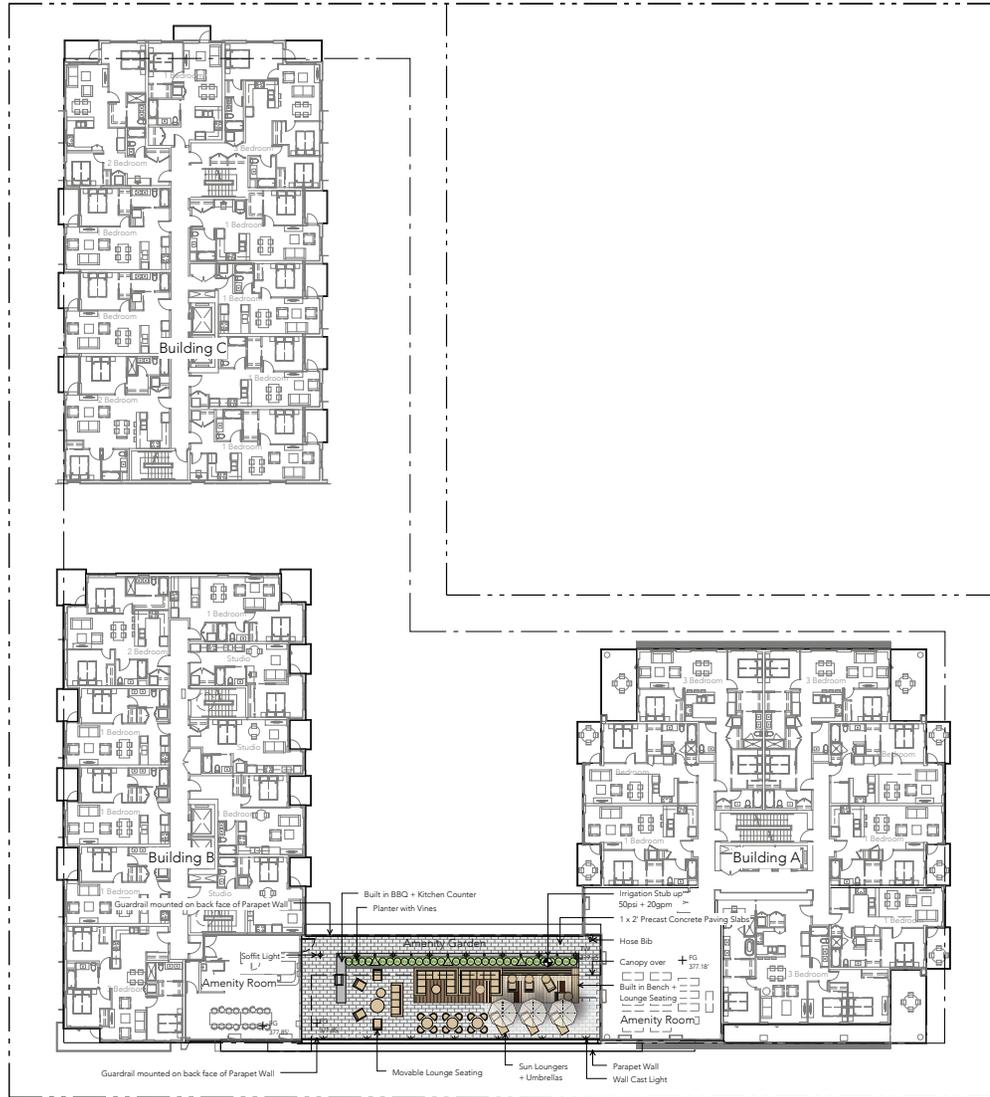
Refer to Sheet L0.0 for Plant List

EAST 15th STREET

EAST 16th STREET



LANE



EAST 15th STREET

ST. ANDREWS AVENUE

| | | |
|-----|------------|-------------------------|
| 1 | 2019.09.13 | Issued for Reasoning/DP |
| no. | date: | Item: |
| 2 | 2018.11.29 | Issued for Reasoning/DP |



Project:
Century Redevelopment
250 East 15th Street
North Vancouver BC

| | |
|-------------|---------------|
| Drawn by: | JES |
| Checked by: | JES |
| Date: | 2019.08.20 |
| Scale: | 1/16" = 1'-0" |

Drawing Title:
Level 3
Landscape Plan

| | |
|--------------|-------|
| Project No.: | 17053 |
| Sheet No.: | |

L1.2

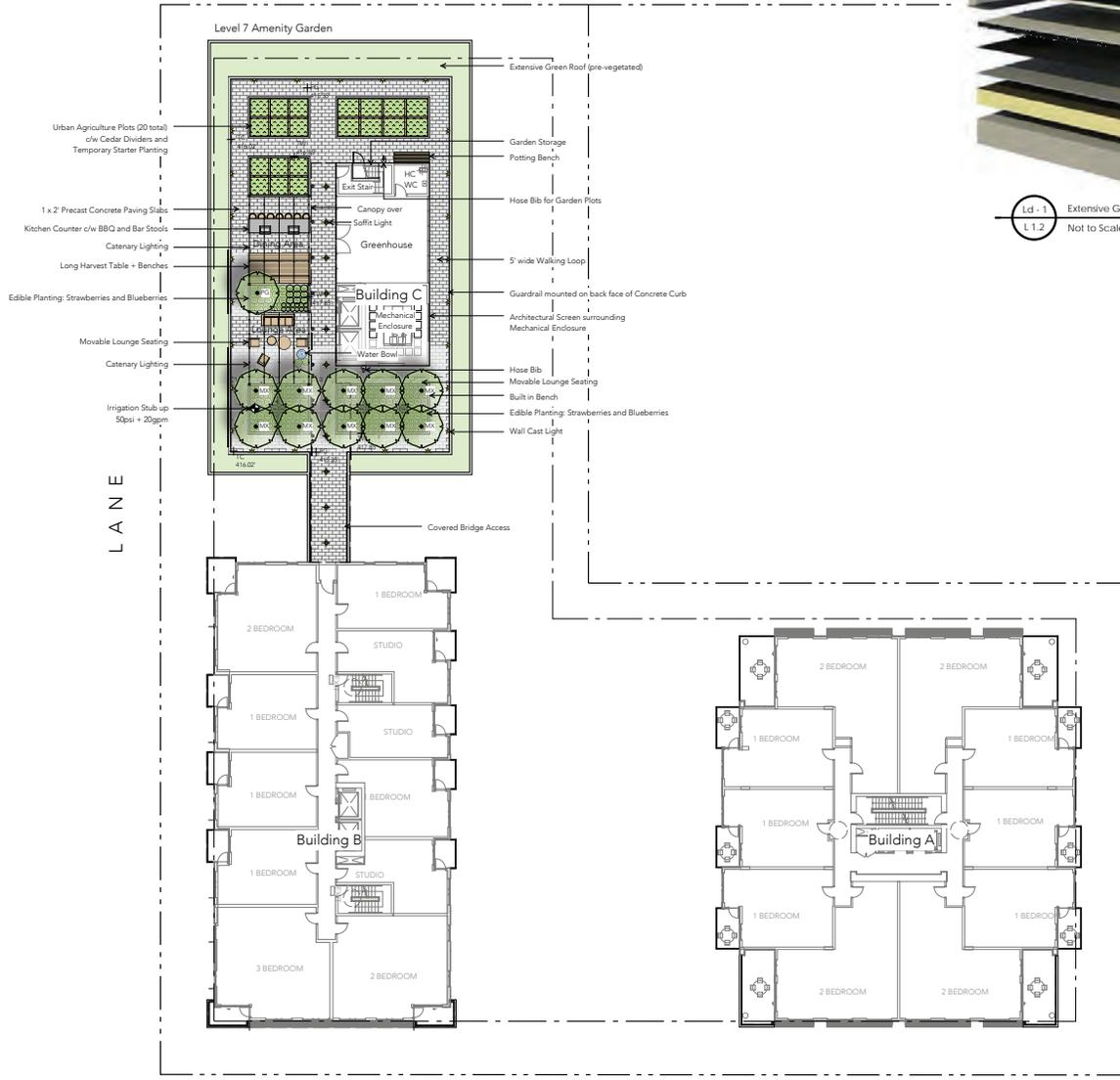
Refer to Sheet L0.0 for Plant List

EAST 16th STREET



- XF300 Sodium Inert®
- XF201 Xerofort® Extended
- XF155 XeroFilter
- XF128 XeroDrain®
- XF112 Robi Barrier
- Conventional Roofing Assembly

Ld - 1
L1.2
Extensive Green Roof - Xerofort XF300 - 6" growing medium
Not to Scale



ST. ANDREWS AVENUE

EAST 15th STREET

| | | |
|------------|------------|-------------------------|
| 1 | 2019 09 13 | Issued for Reasoning/DP |
| | 2018 11 29 | Issued for Reasoning/DP |
| no. | date: | Item: |
| Revisions: | | |

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Project:
Century Redevelopment
250 East 15th Street
North Vancouver BC

| | |
|-------------|-------------|
| Drawn by: | JES |
| Checked by: | JES |
| Date: | 2019 08 20 |
| Scale: | 1/16"=1'-0" |

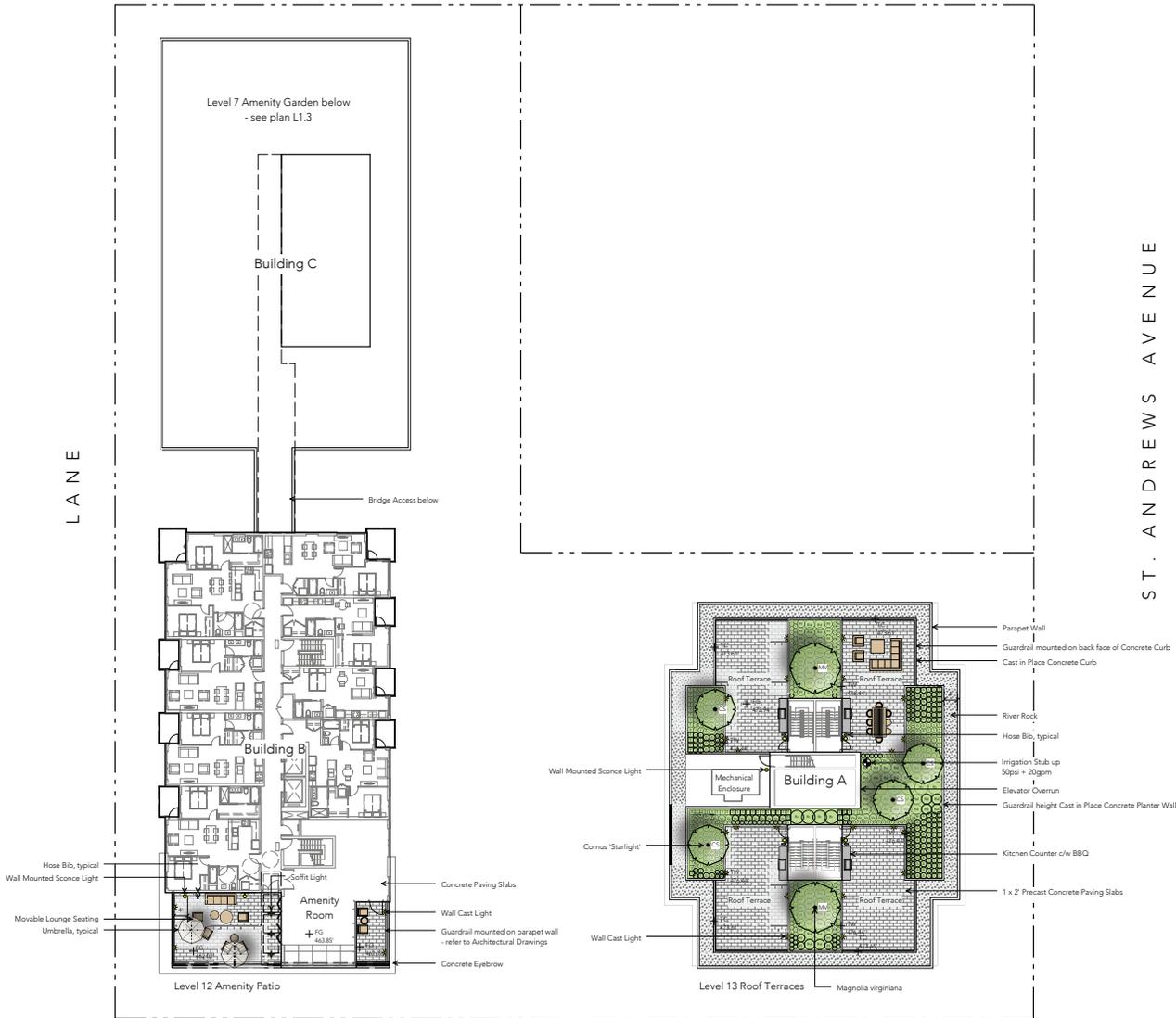
Drawing Title:
Level 7
Landscape Plan

Project No.:
17053
Sheet No.:

L1.3

Refer to Sheet L0.0 for Plant List

EAST 16th STREET



| | | |
|-----|------------|-------------------------|
| 1 | 2019.09.13 | Issued for Reasoning/DP |
| | 2018.11.29 | Issued for Reasoning/DP |
| no. | date: | Item: |



Project:
 Century Redevelopment
 250 East 15th Street
 North Vancouver BC

| | |
|-------------|-------------|
| Drawn by: | JES |
| Checked by: | JES |
| Date: | 2019.08.20 |
| Scale: | 1/76"=1'-0" |

Drawing Title:
 Level 12 + 13
 Landscape Plan

| | |
|--------------|-------|
| Project No.: | 17053 |
| Sheet No.: | |

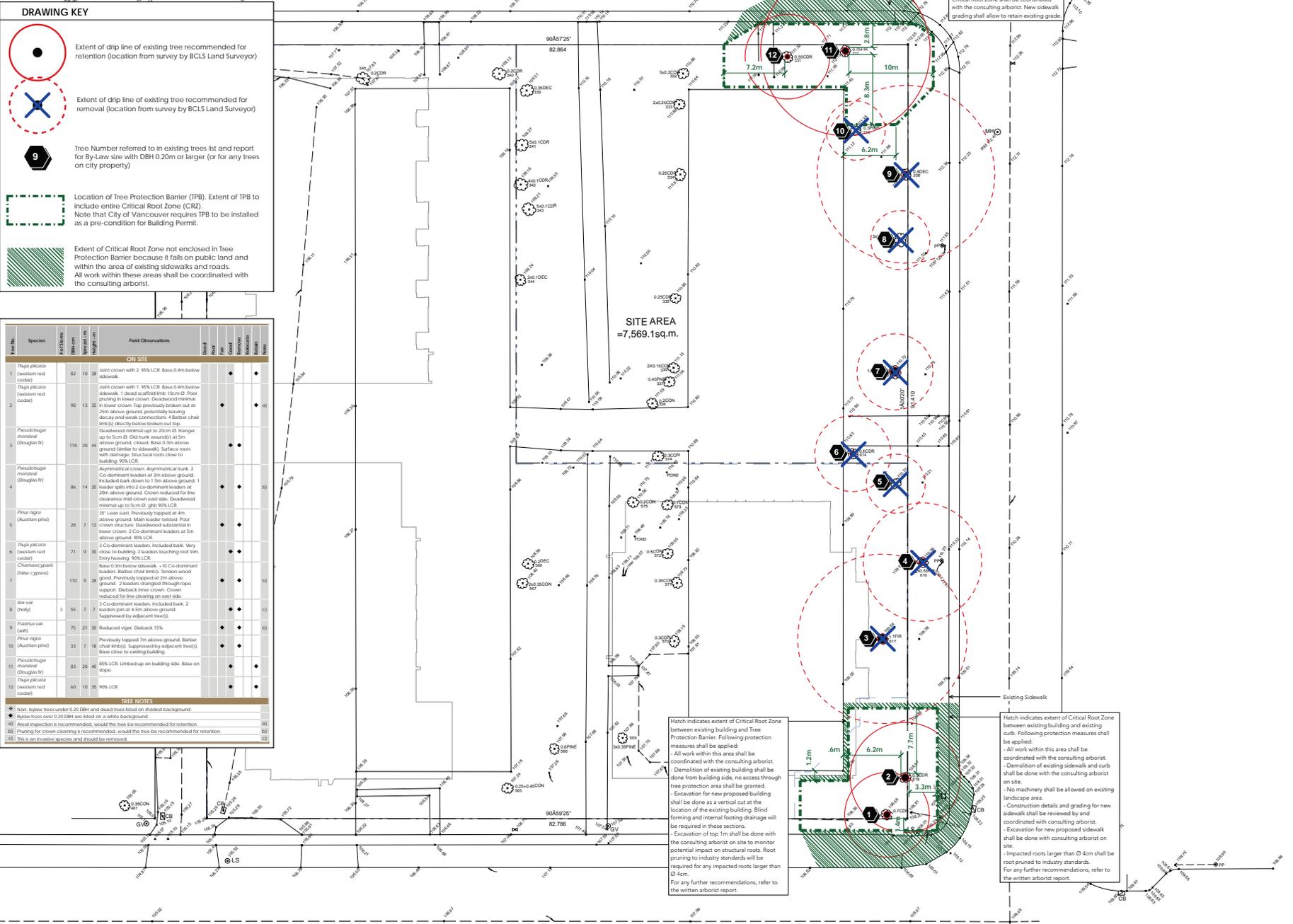
L1.4



DRAWING KEY

- Extent of drip line of existing tree recommended for retention (location from survey by BCLS Land Surveyor)
- Extent of drip line of existing tree recommended for removal (location from survey by BCLS Land Surveyor)
- Tree Number referred to in existing trees list and report for By-Law size with DBH 0.20m or larger (or for any trees on city property)
- Location of Tree Protection Barrier (TPB). Extent of TPB to include entire Critical Root Zone (CRZ). Note that City of Vancouver requires TPB to be installed as a pre-condition for Building Permit.
- Extent of Critical Root Zone not enclosed in Tree Protection Barrier because it falls on public land and within the area of existing sidewalks and roads. All work within these areas shall be coordinated with the consulting arborist.

| Tree No. | Species | # of Trunks | DBH - cm | Spread - m | Height - m | Field Observations | Overall | Floor | Good | Remove | Remarks | Notes |
|---|--|-------------|----------|------------|------------|--|---------|-------|------|--------|---------|-------|
| ON SITE | | | | | | | | | | | | |
| 1 | <i>Thuja plicata</i> (western red cedar) | 82 | 10 | 38 | | Joint crown with 2 95% LCR. Base 0.4m below sidewalk. | | | | | | |
| 2 | <i>Thuja plicata</i> (western red cedar) | 98 | 13 | 35 | | Joint crown with 1 95% LCR. Base 0.6m below sidewalk. 1 dead scaffold limb 10cm DB. Poor pruning in lower crown. Deadwood minimal in lower crown. Top previously broken out at 25m above ground, potentially leaving decay and weak connections. 4 Barber chair limbs directly below broken out top. | | | | | | |
| 3 | <i>Pseudotsuga mucronata</i> (Douglas fir) | 118 | 20 | 44 | | Deadwood minimal up to 20cm Ø. Hanger up to 5cm Ø. Clear trunk exposed at 5m above ground, closed. Base 0.3m above ground similar to sidewalk. Surface roots with damage. Structural roots close to building. 90% LCR. | | | | | | |
| 4 | <i>Pseudotsuga mucronata</i> (Douglas fir) | 86 | 14 | 35 | | Asymmetrical crown. Asymmetrical trunk. 2 Co-dominant leaders at 3m above ground. Included bark down to 1.5m above ground. 1 leader splits into 2 co-dominant leaders at 20m above ground. Crown reduced for free clearance. Mid crown east side. Deadwood minimal up to 5cm Ø. 90% LCR. | | | | | | |
| 5 | <i>Pinus nigra</i> (Austrian pine) | 28 | 7 | 12 | | 37' Lean east. Previously topped at 4m above ground. Main leader twisted. Poor crown shape. Deadwood substantial in lower crown. 2 Co-dominant leaders at 5m above ground. 90% LCR. | | | | | | |
| 6 | <i>Thuja plicata</i> (western red cedar) | 71 | 9 | 30 | | 3 Co-dominant leaders. Included bark. Very close to building. 2 leaders touching roof. Entry heaving. 90% LCR. | | | | | | |
| 7 | <i>Chamaecyparis (blue-cypress)</i> | 110 | 9 | 28 | | Base 0.3m below sidewalk. 10 Co-dominant leaders. Barber chair limbs. Branches recent good. Previously topped at 2m above ground. 2 leaders tangled through rope support. Deadback lower crown. Crown reduced for free clearing on east side. | | | | | | |
| 8 | <i>Abies var (shady)</i> | 3 | 5 | 7 | | 3 Co-dominant leaders. Included bark. 2 leader join at 4.5m above ground. Suppressed by adjacent trees. | | | | | | |
| 9 | <i>Fraxinus var (ash)</i> | 75 | 21 | 30 | | Reduced vigor. Deadback 15%. | | | | | | |
| 10 | <i>Pinus nigra</i> (Austrian pine) | 33 | 7 | 18 | | Previously topped 7m above ground. Barber chair limbs. Suppressed by adjacent trees. Base close to existing building. | | | | | | |
| 11 | <i>Pseudotsuga mucronata</i> (Douglas fir) | 83 | 20 | 40 | | 80% LCR. Limbed up on building side. Base on slope. | | | | | | |
| 12 | <i>Thuja plicata</i> (western red cedar) | 60 | 10 | 35 | | 90% LCR. | | | | | | |
| TREE NOTES | | | | | | | | | | | | |
| * Non-Bylaw trees under 0.20 DBH and dead trees listed on shaded background. | | | | | | | | | | | | |
| * Bylaw trees over 0.20 DBH are listed on a white background. | | | | | | | | | | | | |
| [R] Annual inspection is recommended, would the tree be recommended for retention. | | | | | | | | | | | | |
| [C] Pruning for crown clearing is recommended, would the tree be recommended for retention. | | | | | | | | | | | | |
| [X] This is an invasive species and should be removed. | | | | | | | | | | | | |



Hatch indicates extent of Critical Root Zone between existing building and Tree Protection Barrier. Following protection measures shall be applied:

- All work within this area shall be coordinated with the consulting arborist.
- Demolition of existing building shall be done from building side. No access through tree protection area shall be granted.
- Excavation for new proposed building shall be done as a vertical cut at the location of the existing building. Blind forming and internal footing drainage will be required in these sections.
- Excavation of top 1m shall be done with the consulting arborist on site to monitor potential impact on structural roots. Root pruning to industry standards will be required for any impacted roots larger than Ø 4cm.

For any further recommendations, refer to the written arborist report.

Hatch indicates extent of Critical Root Zone between existing building and existing curb. Following protection measures shall be applied:

- All work within this area shall be coordinated with the consulting arborist.
- Demolition of existing sidewalk and curb shall be done with the consulting arborist on site.
- No machinery shall be allowed on existing landscape area.
- Construction details and grading for new sidewalk shall be reviewed by and coordinated with consulting arborist.
- Excavation for new proposed sidewalk shall be done with consulting arborist on site.
- Impacted roots larger than Ø 4cm shall be root pruned to industry standards.

For any further recommendations, refer to the written arborist report.

Extent of Critical Root Zone outside of Tree Protection Area. All work within the Critical Root Zone shall be coordinated with the consulting arborist. New sidewalk grading shall allow to retain existing grade.

SITE AREA = 7,569.1sq.m.

Field Observations made by Florian Fisch, ISA Certified Arborist PN-7921A on December 05, 2017

Field Observations made by Andrew Briggs, ISA Certified Arborist PN-8437A on November 21, 2018

Recommendations by Florian Fisch, ISA Certified Arborist PN-7921A

This drawing is to be read in conjunction with Existing Trees Report for this site by Durante Kreuk Ltd, dated September 13, 2019

Refer to Sheet L0.0 for Tree Protection Barrier/Fencing Detail

1 2019.09.13 Issued for Reordering/DP
 2018.11.29 Issued for Reordering/DP
 no. | date: Item:

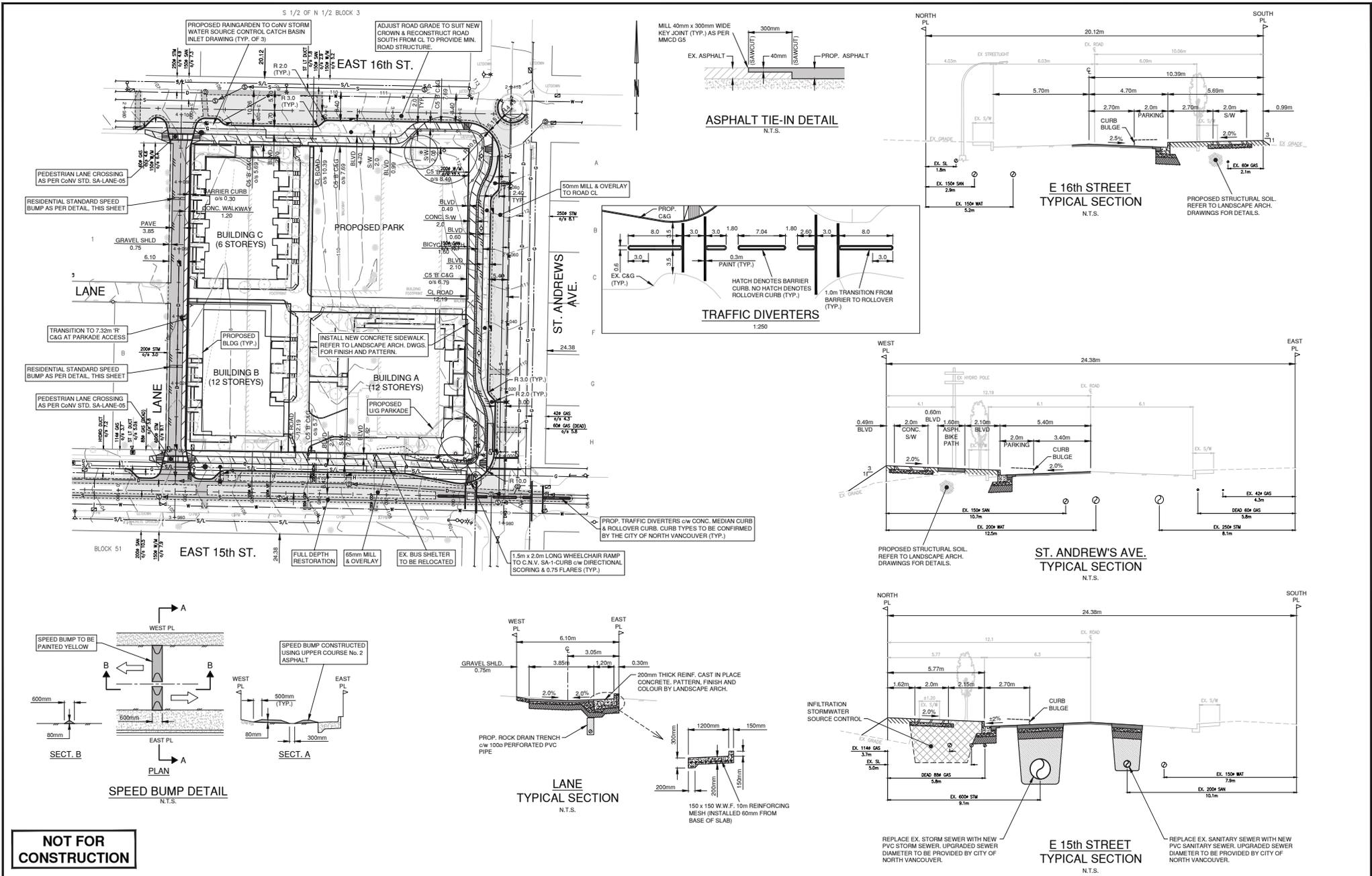


Project:
 Century Redevelopment
 250 East 15th Street
 North Vancouver BC

Drawn by: FF
 Checked by: JES
 Date: 2018.10.13
 Scale: 1/16"=1'-0"

Drawing Title:
 Existing Trees
 Management Plan

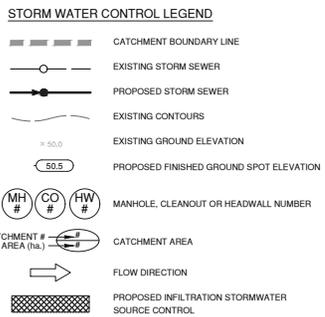
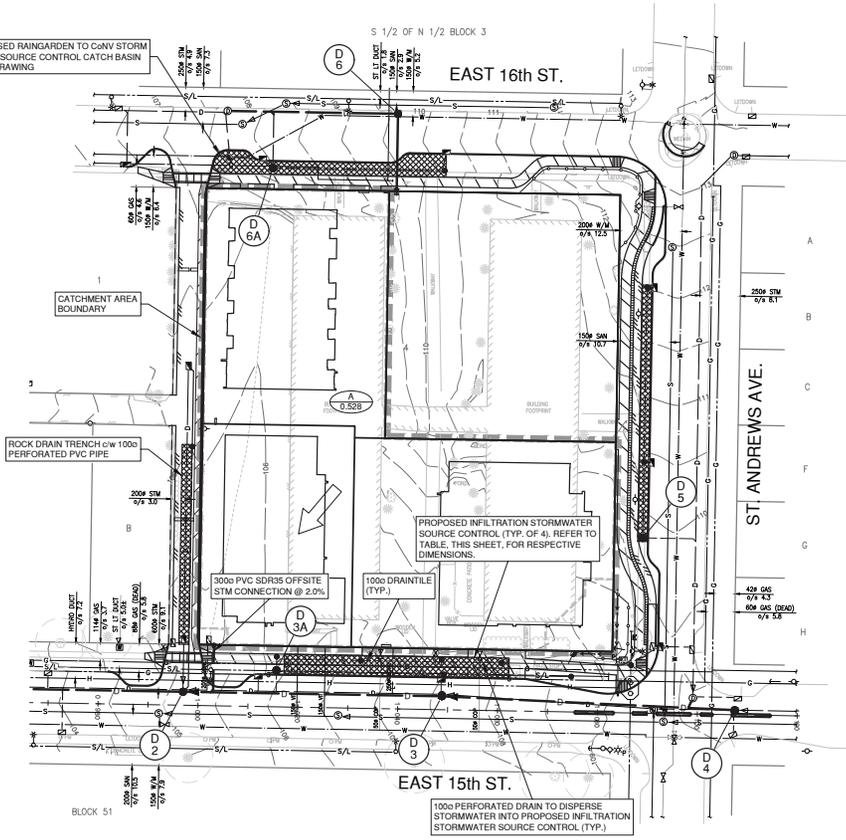
Project No.:
 17053
 Sheet No.:



NOT FOR CONSTRUCTION

| | | | | | | | | | | | |
|---|--|---|--|---|--|--|--|--|--|--|--|
| Block Mark: CITY OF NORTH VANCOUVER MONUMENT #6793 LOCATED AT EAST 16th STREET AND SAINT ANDREWS AVE. ELEVATION = 113.346m | | Legend Water Main W Storm Sewer S Sanitary Sewer SS Gas Main G Hydro P Water Valve V Catch Basin CB Street Light SL Iron Pin IP Property Line PL Traffic, Telephone, Cable TV | | CRESSEY DEVELOPMENT CORP. #200 - 555 WEST 8th AVENUE, VANCOUVER, B.C. V5Z 1C6 PH: 604-683-1255 FAX: 604-683-7690 | | WSP CANADA INC. 4000-65 RICHMOND STREET NEW WESTMINSTER, B.C. CANADA V3L 5P5 TEL: 604-683-4881 FAX: 604-683-6716 www.wsp.com | | PRELIMINARY ROADWORKS CONCEPT PLAN WSP #171-13719-00 | | EAST 15th STREET Sheet Number 2 of 4 | |
| Legal Description: LOT 4, BLOCK 32, DISTRICT LOT 549, N.W.D. PLAN 11519 (P.I.D. 009-054-075) | | Revision No. Revision Drawn Checked Date | | Approved Approved B.R. | | Checked Checked B.R. | | Scale Hor. 1:500 Vert. | | Last Issued: | |
| Drawn Drawn S.U. | | Checked Checked B.R. | | Date Date JAN 2018 | | Scale Scale | | Verf. Verf. | | Last Issued: | |

PROPOSED RAINGARDEN TO CONVEY STORM WATER SOURCE CONTROL CATCH BASIN INLET DRAWING



NOT FOR CONSTRUCTION

GENERAL NOTES

- ALL THE ON-SITE SERVICES TO BE CONSTRUCTED IN ACCORDANCE WITH THE NATIONAL BUILDING CODE, THE BRITISH COLUMBIA BUILDING CODE 2012, PART 7, MASTER MUNICIPAL CONSTRUCTION DOCUMENTS 2009 AND THE CITY OF NORTH VANCOUVER SUPPLEMENTARY SPECIFICATIONS AND PASS THE INSPECTION OF ENGINEER AND THE CITY BUILDING DEPARTMENT WHERE APPLICABLE. NO WORKS ARE PERMITTED WITHIN CITY RIGHTS-OF-WAY OR ROAD ALLOWANCES WITHOUT APPROVAL FROM THE CITY. THE IN-TIE TO THE EXISTING CITY SERVICES MUST BE CONFIRMED THROUGH THE CITY AND MUST PROVIDE 48 HOURS NOTICE OF THE START OF WORK TO PERMIT THE CITY TO ARRANGE FOR INSPECTION OF THE TIE-IN IF REQUIRED.
- THE CONTRACTOR SHALL ENSURE ALL APPROVALS REQUIRED FOR THE PROPOSED WORK HAVE BEEN OBTAINED PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION. THE CONTRACTOR IS TO CHECK WITH FORTIS BC PRIOR TO COMMENCING WORK FOR VERIFICATION OF LOCATIONS AND INVERTS OF ALL GAS MAINS.
- THE ENGINEER IS NOT RESPONSIBLE FOR THE ACCURACY OF ALL LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND SERVICES AS DETERMINED FROM 'AS CONSTRUCTED' DRAWINGS PROVIDED BY THE CITY. THE CONTRACTOR IS TO VERIFY THE LOCATION OF ALL EXISTING SERVICES, CROSSINGS AND TIE-IN POINTS PRIOR TO CONSTRUCTION AND IS TO NOTIFY THE ENGINEER OF ANY DISCREPANCIES, CONFLICTS OR OMISSIONS.
- THE CONTRACTOR SHALL USE EXTREME CARE WHEN WORKING NEAR EXISTING SERVICES AND ANY SERVICES DISTURBED ARE TO BE REPLACED TO THE SATISFACTION OF THE CITY AND OTHER APPROVING AGENCIES.
- ANY MATERIAL SUBSTITUTION MUST BE APPROVED BY THE ENGINEER.
- ALL SURVEY MONUMENTS MUST BE PROTECTED AND ANY DAMAGE IS TO BE REPAIRED BY THE CITY AT THE CONTRACTOR'S EXPENSE.
- ALL EXISTING LANDS IMPACTED BY CONSTRUCTION ARE TO BE RESTORED TO THE SATISFACTION OF THE LAND OWNER AND THE CITY. THE CITY INSPECTOR MAY REQUIRE WRITTEN ACCEPTANCE BY THE AFFECTED PROPERTY OWNERS FOR RESTORATION WORKS PERFORMED BY THE CONTRACTOR.
- BUILDING CORNERS MUST BE POSTED AND OR A LEGAL COORDINATE PLAN MUST BE PRODUCED BY A B.C.L.S. PRIOR TO ANY SERVICING LAYOUT OR CONSTRUCTION TAKING PLACE. ALL ROADS AND UNDERGROUND SERVICES ARE TO BE LAYED OUT IN THE FIELD RELATIVE TO THE BUILDING LAYOUT OR BY USE OF THE LEGAL SURVEY COORDINATES.
- THE CONTRACTOR IS TO CONFIRM WITH THE MECHANICAL ENGINEER PRIOR TO THE START OF CONSTRUCTION, THE LOCATION AND SIZE OF ALL BUILDING CONNECTIONS.
- SEE ARCHITECTURAL DRAWINGS FOR BUILDING DETAILS AND LAYOUT DIMENSIONS AND REFER TO LANDSCAPE ARCHITECT'S DRAWINGS FOR LOCATION OF LANDSCAPING FEATURES, DETAILS OF RETAINING WALLS AND CONFIRMATION OF FINAL GRADES.

SANITARY SEWER AND STORM SEWER NOTES

- SANITARY SEWER PIPING TO BE PVC SDR 35 FOR 150mm SIZED PIPE OR GREATER AND PVC SDR 28 FOR 100mm.
- STORM SEWER PIPING TO BE PVC SDR 35 FOR 150mm TO 375mm SIZED PIPE. PIPING GREATER THAN 375mm IS TO BE CONCRETE C14 CL3 PIPE OR ALTERNATIVE AS APPROVED BY THE ENGINEER.
- CATCH BASIN LEADS TO BE 150mm PVC SDR 35 AT 2.0% MIN. CATCHBASINS REQUIRE APPROVED DOBNEY TRAPPING HOODS OVER OUTLETS, GRATES & FRAMES TO BE DOBNEY B23 AND B24.
- ALL CATCHBASINS TO BE 600mm WITH 450mm SLUMP UNLESS OTHERWISE SHOWN. ALL LAWN BASINS TO BE 450mm SLUMP AND DOBNEY B24 GRATES AND FRAMES, UNLESS OTHERWISE SHOWN.
- ALL MANHOLES TO BE 1050mm OR AS NOTED.
- ALL STORM SEWER CONNECTIONS TO BE 150mm AT MIN. 2.0%. ALL SANITARY SEWER CONNECTIONS TO BE 100mm AT MIN. 2.0% UNLESS OTHERWISE NOTED.
- ALL STORM AND SANITARY SERVICE CONNECTIONS ARE TO BE CAPPED 1.0m FROM THE BUILDING. CONSTRUCT BUILDING DRAINAGE SLUMPS AFTER CO-ORDINATION WITH PLUMBING CONTRACTOR.
- ALL WYES TO BE MANUFACTURED.
- ALL STORM AND SANITARY SEWERS TO HAVE MINIMUM 0.9m COVER TO FINISHED GRADE.
- ALL STORM AND SANITARY DRAINAGE SYSTEMS ARE TO BE TESTED PER SECTION 7.3.6 OF THE B.C. BUILDING CODE 1996. THE ENGINEER IS TO BE NOTIFIED 48 HOURS PRIOR TO TESTING.
- ALL SEWER PIPE LENGTHS MAY VARY SLIGHTLY. ALL SEWER LOCATIONS ARE TO BE COORDINATED WITH THE B.C. LAND SURVEYORS COORDINATED BUILDING LAYOUT PLAN. LAYOUT OF ALL UTILITIES TO BE CALCULATED FROM THE BUILDING COORDINATES.
- WHERE NATIVE BACKFILL IS UTILIZED FOR TRENCH BACKFILL THE MATERIAL MUST BE ACCEPTED BY THE GEOTECHNICAL ENGINEER AND ENGINEER, COMPLETE WITH DENSITY TESTS ON THE TRENCH LINE AS REQUIRED BY THE ENGINEER.

STORMWATER MANAGEMENT FACILITY DESIGN

Volume reduction criteria - retain/infiltrate 50mm of RAIN OVER A 24 HOUR PERIOD FROM ALL IMPERVIOUS BUILDING SURFACES

CATCHMENT CHARACTERISTICS:

| | | | |
|-------------------|---------------------|-------------|---------------------|
| Site Area = | 5380 m ² | Park Area = | 2288 m ² |
| Impervious Area = | 2538 m ² | | |
| Imperviousness = | 0.48 | | |

Target Infiltration/Retention in 24 hrs = 295.7 m³

INFILTRATION/RETENTION:

| Location | Area (m ²) | Infiltration Rate (mm/hr) | Void Ratio | Det'n. Volume (m ³) | Infil. Volume (m ³) | Total Storage Provided (m ³) | Additional Storage Available (m ³) |
|--------------------------------|------------------------|---------------------------|------------|---------------------------------|---------------------------------|--|--|
| East 16th Street: | | | | | | | |
| Road Area treated = | 354 m ² | | | | | | |
| Total Surface Runoff = | 31.0 m ³ | | | | | | |
| Detention: | | | | | | | |
| A1 = | 80 m ² | | | | | | |
| O1 = | 0.90 m | 4.7 mm/hr | 0.4 | | | | |
| Void ratio = | 0.4 | | | | | | |
| Det'n. Volume = | 28.8 m ³ | | | | | | |
| Infiltration: | | | | | | | |
| A1 = | 80 m ² | 4.7 mm/hr | 0.4 | | | | |
| Infil. rate = | | 4.7 mm/hr | | | | | |
| Infil. time = | | 24 hr | | | | | |
| Infil. Volume = | | 9.0 m ³ | | | | | |
| Total Storage provided = | | 37.8 m ³ | | | | | |
| Additional Storage available = | | 6.8 m ³ | | | | | |
| St Andrews Avenue: | | | | | | | |
| Road Area treated = | 760 m ² | | | | | | |
| Total Surface Runoff = | 42.6 m ³ | | | | | | |
| Detention: | | | | | | | |
| A2 = | 150 m ² | | | | | | |
| O2 = | 0.90 m | 4.7 mm/hr | 0.4 | | | | |
| Void ratio = | 0.4 | | | | | | |
| Det'n. Volume = | 54.0 m ³ | | | | | | |
| Infiltration: | | | | | | | |
| A2 = | 150 m ² | 4.7 mm/hr | 0.4 | | | | |
| Infil. rate = | | 4.7 mm/hr | | | | | |
| Infil. time = | | 24 hr | | | | | |
| Infil. Volume = | | 16.9 m ³ | | | | | |
| Total Storage provided = | | 30.9 m ³ | | | | | |
| Additional Storage available = | | 20.5 m ³ | | | | | |
| East 15th Street: | | | | | | | |
| Road Area treated = | 1400 m ² | | | | | | |
| Total Surface Runoff = | 81.3 m ³ | | | | | | |
| Detention: | | | | | | | |
| A4 = | 180 m ² | | | | | | |
| O4 = | 0.90 m | 4.7 mm/hr | 0.4 | | | | |
| Void ratio = | 0.4 | | | | | | |
| Det'n. Volume = | 64.8 m ³ | | | | | | |
| Infiltration: | | | | | | | |
| A4 = | 180 m ² | 4.7 mm/hr | 0.4 | | | | |
| Infil. rate = | | 4.7 mm/hr | | | | | |
| Infil. time = | | 24 hr | | | | | |
| Infil. Volume = | | 20.3 m ³ | | | | | |
| Total Storage provided = | | 85.1 m ³ | | | | | |
| Additional Storage available = | | 3.9 m ³ | | | | | |

Volume Capture by Onsite Landscaping = 105.0 m³
Total detention & infiltration Volume provided = 261.1 m³

Rainfall Capture Volumes

Project Name: Cressey North Vancouver
Description: SWMP calculations
Project #: 171-13719-00
Date: 1/7/2020

| Level | Surface Area (m ²) | Rainfall on the area (mm/day) | Porosity Ratio | Available storage (m ³) | Additional Storage available (m ³) |
|---|--------------------------------|-------------------------------|----------------|-------------------------------------|--|
| Level 1 Growing Medium (300mm + 100mm drain rock) | 40.88 | 2.29 | 0.25 | 4.09 | 1.80 |
| Level 1 Growing Medium (600mm + 100mm drain rock) | 1309.06 | 73.31 | 0.23 | 210.76 | 137.45 |
| Level 1 Terra Firma (1000mm thick) | 112.12 | 6.28 | 0.4 | 31.39 | 25.11 |
| Level 3 Growing Medium (600mm + 100mm drain rock) | 14.74 | 0.83 | 0.23 | 2.37 | 1.55 |
| Level 7 Extensive Green Roof (150mm Thick) | 190.72 | 10.68 | 0.2 | 5.72 | 0.05 |
| Level 7 Growing Medium (450mm + 100mm drain rock) | 56.21 | 3.15 | 0.24 | 7.42 | 4.27 |
| Level 7 Growing Medium (600mm + 100mm drain rock) | 61.58 | 3.45 | 0.22 | 11.65 | 8.25 |
| Level 7 Growing Medium (900mm + 100mm drain rock) | 261.93 | 11.31 | 0.22 | 44.42 | 33.12 |
| Total pervious area | 1987 | | | | |
| Total Storage | | | | 317.83 | |

OBJECTIVE: CAPTURE THE 50mm/Day
Rainfall Capture Target (mm) = 56
Site Area = 5290

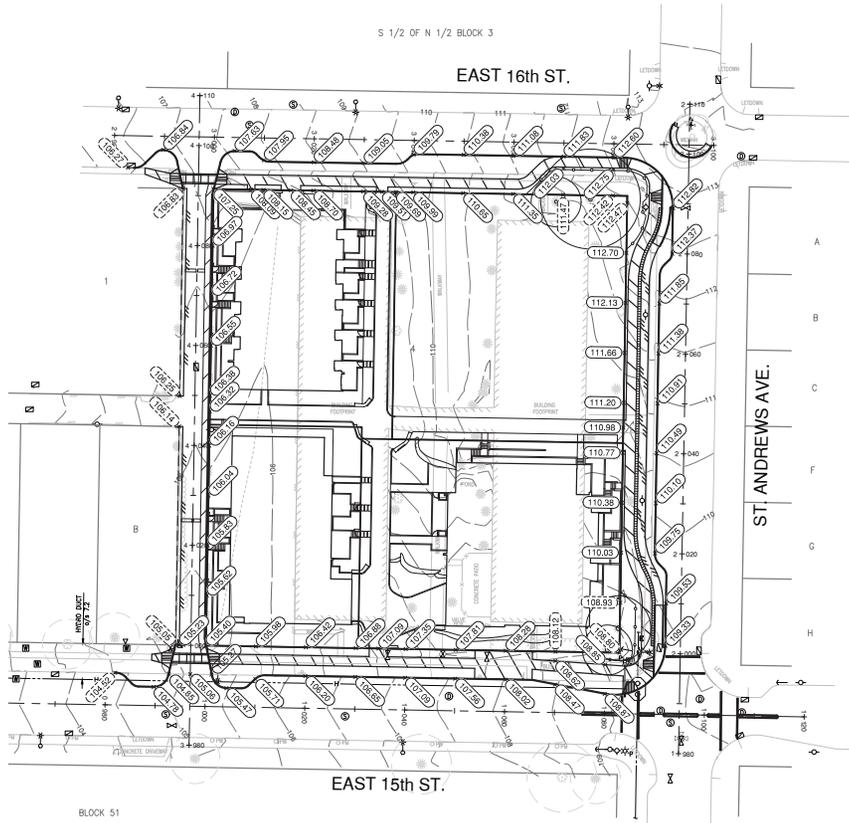
Rainfall Capture Target (m³) = 295.7

SUMMARY

| | |
|---------------------------------------|------------------------------|
| Intensive Green Roof Capture Vol. | 94.3 m ³ |
| Extensive Green Roof Capture Vol. | 10.7 m ³ |
| Terra Firma Capture Vol. | 6.3 |
| Total Rainfall Volume Captured | 111.3 m³ |
| Rainfall Capture Target | 295.7 m³ |
| Capture Achieved | 38% of Capture Target |

| | | | | | | | | | | |
|--|---|--|--|----------------------------------|---|--|----------------------|--|--|-------------------------|
| <p>Block Mark: CITY OF NORTH VANCOUVER MONUMENT #6793 LOCATED AT EAST 16th STREET AND SAINT ANDREWS AVE. ELEVATION = 113.346m</p> <p>Water main Storm Sewer Sanitary Sewer Gas Main Hydro & Lighting Ducts</p> | <p>Legend</p> <p>Hydro Water Valve Manhole Utility Pole Propriety Line</p> | <p>Water Valve Catch Basin Street Light Iron Pin</p> | <p>RE-ISSUED FOR DEVELOPMENT PERMIT RE-ISSUED FOR DEVELOPMENT PERMIT ISSUED FOR DEVELOPMENT PERMIT</p> | <p>SN BR SU BR SU BR</p> | <p>2020.01.17 2019.08.13 2018.11.28</p> | <p>Drawn S.U. Designed B.R. Checked B.R.</p> | <p>Approved B.R.</p> | <p>WSP CANADA INC. 4000-65 RICHMOND STREET NEW WESTMINSTER, B.C. CANADA V3L 0P5 TEL: 604-683-1255 FAX: 604-683-7690 WSP 171-13719-00</p> | <p>PRELIMINARY STORMWATER MANAGEMENT PLAN</p> | <p>EAST 15th STREET</p> |
| <p>Legal Description: LOT 4, BLOCK 32, DISTRICT LOT 549, N.W.D. PLAN 11919 (P.I.D. 009-054-073)</p> | | | | | | | | | | |
| <p>Drawing Location: 250 EAST 15th STREET, NORTH VANCOUVER, B.C.</p> | | | | | | | | | | |
| <p>Scale: Hor. 1:500 Vert. Last Issued:</p> | | | | | | | | | | |

S 1/2 OF N 1/2 BLOCK 3



BLOCK 51

NOT FOR CONSTRUCTION

Block Mark : CITY OF NORTH VANCOUVER MONUMENT #6793
 LOCATED AT EAST 16th STREET AND SAINT ANDREWS AVE.
 ELEVATION = 113.346m

Legal Description : LOT 4, BLOCK 32, DISTRICT LOT 549, N.W.D.
 PLAN 11519 (P.I.D. 009-054-073)

Drawing Location : 250 EAST 15th STREET, NORTH VANCOUVER, B.C.

Legend

| | | | | | |
|-------------------------|---|------------------------------|--------------|-----------|---------|
| Water main | W | Hydrant | Water Valve | Air Valve | Exhibit |
| Storm Sewer | D | Manhole | Catch Basin | | |
| Sanitary Sewer | S | Utility Pole | Street Light | Iron Pin | |
| Gas Main | G | Property Line | | | |
| Hydro & Lighting Cables | | Traffic, Telephone, Cable TV | | | |

| No. | Revision | Drawn | Checked | Date |
|-----|----------------------------------|-------|---------|------------|
| C | RE-ISSUED FOR DEVELOPMENT PERMIT | SU | BR | 2020.01.17 |
| B | RE-ISSUED FOR DEVELOPMENT PERMIT | SU | BR | 2019.06.13 |
| A | ISSUED FOR DEVELOPMENT PERMIT | SU | BR | 2018.11.28 |

CRESSEY DEVELOPMENT CORP.
 #200 - 555 WEST 8th AVENUE, VANCOUVER, B.C. V5Z 1C6
 PH: 604-683-1256 FAX: 604-683-7690



WSP CANADA INC.
 4000-65 RICHMOND STREET
 NEW WESTMINSTER, B.C.
 CANADA V3L 0P5
 TEL: 604-683-4861 FAX: 604-683-6745
 www.wsp.com

| | | | | | |
|----------|------|----------|----------|---------|------------------|
| Drawn | S.U. | Designed | B.R. | Checked | B.R. |
| Approved | B.R. | Date | JAN 2018 | Scale | Hor. 1:500 Vert. |

PRELIMINARY
**SPOT ELEVATIONS
 PLAN**

WSP #171-13719-00

EAST 15th STREET

Sheet Number 4 of 4

Last Issued :

OFF-SITE SERVICING REQUIREMENTS

250 East 15th Street, North Vancouver

Information for Council Report

The applicant has provided design drawings for off-site works and services as required by the Subdivision and Development Control Bylaw. In addition, a park is to be designed and constructed by the applicant on the northeast corner of the site.

In addition to standard frontage upgrades and improvements to the public realm, the off-site works will include:

- Off-road AAA bike lane along St. Andrews Avenue frontage.
- In addition to providing landscaping and street trees surrounding the site, the applicant has positioned the buildings to allow for the retention of two large Cedar trees at the corner of St. Andrews Avenue and East 15th Street. A large Douglas Fir tree and a large Cedar tree are also to be retained within the new park.
- Traffic diverter along East 15th Street at St. Andrews Avenue complete with new pedestrian/cyclist traffic signal.
- Road narrowing and traffic calming along East 16th Street fronting the new park.
- Statutory rights-of way through the site ensuring easy public access to the new park from the laneway and East 15th Street.
- Undergrounding of overhead hydro lines fronting the site on St. Andrews Avenue and within the laneway west of the site.
- Upgrading of storm and sanitary sewer mains from St. Andrews Avenue to St. Georges Avenue.

GENERAL NOTES

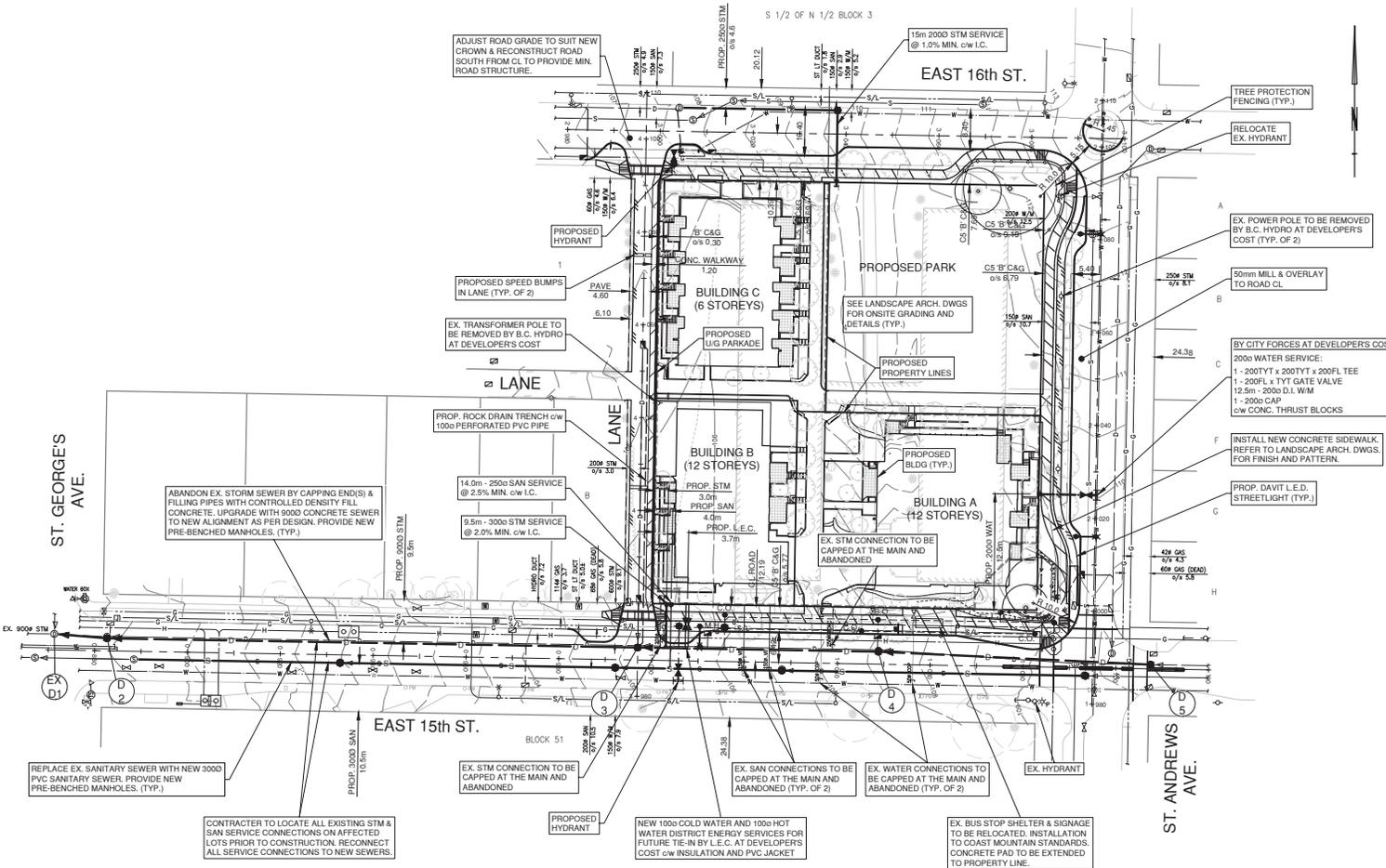
1. THE TERM ENGINEER REFERS TO WSP CANADA INC. THEIR CONTACT IS BRIAN ROONEY, P.ENG., WHO CAN BE CONTACTED AT 604-527-6065.
2. IT IS THE ENGINEER'S RESPONSIBILITY TO ENSURE THAT CONSTRUCTION IS EXECUTED IN ACCORDANCE WITH THE DESIGN. THE CONTRACTOR MUST CONTACT THE ENGINEER FOR ALL DESIGN ENQUIRIES.
3. THE CONTRACTOR SHALL ENSURE THAT ALL APPROVALS REQUIRED FOR THE PROPOSED WORK HAVE BEEN OBTAINED PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES.
4. LOCATION OF EXISTING UNDERGROUND SERVICES IS DETERMINED FROM CITY OF NORTH VANCOUVER AND UTILITY COMPANY RECORDS. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING SERVICES AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES, CONFLICTS OR OMISSIONS PRIOR TO CONSTRUCTION.
5. EXISTING TREES THAT ARE TO REMAIN SHALL BE PROTECTED BY WAY OF A SOLID FENCE ERECTED OUTSIDE THE DRIP LINE OF THE TREE. REFER TO ATTACHED CITY OF NORTH VANCOUVER TREE PROTECTION STANDARD.
6. TRAFFIC CONTROL IS TO BE IMPLEMENTED IN ACCORDANCE WITH THE MINISTRY OF TRANSPORTATION AND HIGHWAYS TRAFFIC CONTROL MANUAL FOR WORK ON ROADWAYS.
7. THE CONTRACTOR MUST NOTIFY THE ENGINEERING, PARKS AND ENVIRONMENT DEPARTMENT NOT LESS THAN FIVE (5) WORKING DAYS BEFORE COMMENCING WORK ON MUNICIPAL RIGHTS-OF-WAY. A MINIMUM OF TWO (2) WORKING DAYS NOTIFICATION IS REQUIRED PRIOR TO ANY CITY INSPECTION.
8. WARPING OF SIDEWALKS TO MATCH EXISTING MUST OCCUR OUTSIDE THE DEVELOPMENT FRONTAGE, AS DEFINED BY THE DEVELOPMENT PROPERTY BOUNDARIES.
9. ALL DAMAGED PAVEMENT, BOULEVARDS, DRIVEWAYS, FENCES, ETC., OUTSIDE THE SCOPE OF THE PROPOSED WORKS ARE TO BE RESTORED TO THE SATISFACTION OF THE CITY ENGINEER.
10. THE CONTRACTOR SHALL USE EXTREME CARE WHEN WORKING NEAR EXISTING SERVICES. ANY SERVICES DISTURBED ARE TO BE REPORTED AND REPLACED TO THE SATISFACTION OF THE OWNER OF THE SERVICE AND THE CITY ENGINEER.
11. EXISTING ROADWAYS NOT INCLUDED IN THESE PROPOSED WORKS SHALL BE KEPT CLEAN AND CLEAR FOR THE DURATION OF CONSTRUCTION AND LEFT IN SAME CONDITION AS PRIOR TO CONSTRUCTION. SURROUNDING STREETS SHALL BE SWEEP DAILY IF NECESSARY.
12. PEDESTRIANS AND THE GENERAL PUBLIC SHALL BE PROTECTED AT ALL TIMES. ANY STREET OR SIDEWALK CLOSURE SHALL BE COORDINATED WITH THE CITY AT LEAST FIVE (5) WORKING DAYS PRIOR TO COMMENCING WORK.
13. THE ENGINEER OF RECORD SHALL PROVIDE CERTIFIED AS-BUILT RECORD INFORMATION TO THE CITY OF NORTH VANCOUVER ENGINEERING, PARKS AND ENVIRONMENT.

LEGEND OF SYMBOLS

| EXISTING | PROPOSED | |
|----------|----------|---|
| | | IRON PROPERTY PIN |
| | | BENCHMARK (GEODETIC) |
| | | TEMPORARY BENCHMARK (GEODETIC) |
| | | PAVEMENT & CURBS |
| | | GRAVEL |
| | | SIDEWALK |
| | | ASPHALT SIDEWALK |
| | | SAN SEWER, M.I. & INSPECTION CHAMBER |
| | | STM SEWER, M.I., INSPECTION CHAMBER, & SLOTTED LID M.H. |
| | | CATCH BASIN - SIDE INLET & TOP INLET |
| | | LAWN BASIN (450c, UNLESS OTHERWISE NOTED) |
| | | DITCH |
| | | SWALE |
| | | WATERMAIN, SERVICE CONN. |
| | | HYDRANT, WATER METER |
| | | WATER VALVE, AIR VALVE |
| | | PERMANENT BLOW OFF, TEMPORARY BLOW OFF |
| | | UNDERGROUND TELEPHONE |
| | | UNDERGROUND B.C. HYDRO |
| | | STREET LIGHT & TRAFFIC SIGNAL U/G DUCTS |
| | | GAS MAIN |
| | | UTILITY POLE; UTILITY POLE WITH LIGHT |
| | | ORNAMENTAL STREET LIGHT - POST TOP |
| | | ORNAMENTAL STREET LIGHT - DAVIT C/W PEDESTRIAN LEVEL LIGHT |
| | | JUNCTION BOX |
| | | CONTOURS |
| | | TREE TO BE REMOVED |
| | | FINISHED GRADES (M = MEET EXISTING GRADE) |
| | | DIRECTION OF GRADING |
| | | MIN. SLAB ELEV. FOR SLAB ON GRADE OR MIN. ELEV. OF UNDERLIE OF FLOOR JOISTS |
| | | STORM AND/OR SANITARY INVERT AT PL (PLAN) |
| | | DEPTH OF CONNECTION INVERT |
| | | STORM AND/OR SANITARY INVERT AT PL (PROFILE) |
| | | OVERHEAD HYDRO/TEL. |
| | | UNDERGROUND HYDRO/TEL. |

DRAWING INDEX

1. KEY PLAN
2. ROADWORKS CONCEPT PLAN
3. STORM WATER MANAGEMENT PLAN
4. SPOT ELEVATION PLAN



NOT FOR CONSTRUCTION

| | | | | | | | | | | | | | | | | | |
|---|--|---|--|---|--|---|--|--|--|---|--|---|--|-----------------------------|--|------------------|--|
| Legend Water Main: W Storm Sewer: S Sanitary Sewer: SS Gas Main: G Hydro & Lighting Ducts: H/L Manhole: M Catch Basin: CB Utility Pole: UP Street Light: SL Iron Pin: IP Property Line: PL Traffic, Telephone, Cable TV: T/T/C | | Water Valve Air Valve: AV Water Valve: WV | | Hydrant Catch Basin: CB Utility Pole: UP Street Light: SL Iron Pin: IP | | C RE-ISSUED FOR DEVELOPMENT PERMIT B RE-ISSUED FOR DEVELOPMENT PERMIT A ISSUED FOR DEVELOPMENT PERMIT | | SN BR 2019.12.19 SU BR 2019.08.13 SU BR 2018.11.28 | | CRESSEY DEVELOPMENT CORP. #200 - 555 WEST 8th AVENUE, VANCOUVER, B.C. V5Z 1C6 PH: 604-683-1256 FAX: 604-683-7690 | | WSP CANADA INC. 4000 - 65 RICHMOND STREET NEW WESTMINSTER, B.C. CANADA V3L 5P5 TEL: 604-683-1256 FAX: 604-683-7690 | | PRELIMINARY KEY PLAN | | EAST 15th STREET | |
| Bench Mark: CITY OF NORTH VANCOUVER MONUMENT #6793 LOCATED AT EAST 16th STREET AND SAINT ANDREWS AVE. ELEVATION = 113.346m | | Legal Description: LOT 4, BLOCK 32, DISTRICT LOT 549, N.W.D. PLAN 11919 (P.I.D. 009-054-073) | | Drawing Location: 250 EAST 15th STREET, NORTH VANCOUVER, B.C. | | No. Revision Drawn Checked Date Approved B.R. | | Drawn S.U. Checked B.R. | | Date JAN 2018 | | Scale Hor. 1:500 Vert. | | Last Issued: | | | |



Suite 200
555 West 8th Avenue
Vancouver, BC V5Z 1C6
Tel 604 683 1256
Fax 604 683 7690
www.cressey.com

March 5, 2020

Mike Friesen
City Planner
City of North Vancouver
141 West 14th Street
North Vancouver, BC
V7M 1H9

Dear Mike,

250 East 15th Street – Developer Information Session Summary

This letter is to summarize the details of the developer information session for the rezoning of 250 East 15th Street which took place on May 9, 2019, from 5:00 - 8:00pm at the North Vancouver City Library.

The purpose of the Open House was to present the project to the public and request feedback on the development proposal. Presentation material and in person discussion during the event was centered on this objective. The local community was notified of the Developer Information Session by four methods:

1. Site signage;
2. Mailed notifications to surrounding properties/residents;
3. Newspaper ads;
4. Hand delivered letters to tenants of the existing building.

All of these materials were approved by City staff prior to placement or delivery. Copies of each notification method have been attached hereto as Appendix A.

The developer information session was held in room 3FPR at the North Vancouver City Library, and was set up with the following items:

- **Sign-in station** – upon entering the room, attendees were asked to sign in, were given a brief description of the room layout, and then given a comment card. If the attendee was a current tenant of the existing building, they were given additional information outlining the tenant relocation process. The sign in sheet is attached as Appendix B.
- **Display boards** – Display boards including architectural drawings, landscape drawings, and traffic report findings were set up on tables around the room. Attendees were free to browse the display boards and ask questions of the project team or City staff. Display boards are attached as Appendix C.
- **Comment Forms** – Comment forms were available at tables near the entrance/exit of the room and attendees were encouraged to fill these out. All comment forms that were received are attached as Appendix D.

A number of representatives from the project team and City Staff were in attendance to answer questions. These people included the following:

- Julian Kendall – Cressey Development
- Doug Nelson – Bingham Hill Architects
- Will Blair – Bingham Hill Architects

- Jennifer Stamp – Durante Kreuk Landscape Architects
- Daniel Fung – Bunt Engineering (traffic)
- Mike Friesen – City of North Vancouver (planning)

There were approximately 25 people that attended the information session, 6 of whom left comment forms. The majority of the attendees were tenants from the existing building who came to see the proposed project and receive more information on anticipated project timelines and what the tenant relocation services provided were. A letter specifically regarding the tenant relocation process was handed out to all attendees who were current tenants of the existing building. The comment form feedback from the six forms that were submitted can be summarized as follows:

Comment forms received: 6

- In support: 1
- Conditional support: 3
- Opposed: 2

Common areas of Support included the following:

- The addition of the park;
- Amount of rental housing being added;
- Inclusion of adaptable units;
- Design of project;
- Proximity to the hospital;
- Amount of parking;
- Electric vehicle charging

Common areas of concern included the following:

- Building Height;
- Questions about tree retention;
- Noise of construction site;
- Affordability of future units;
- Finding an affordable alternative to current unit.

Please refer to the appendices attached for further details on the items discussed in this letter.

Sincerely,



Julian Kendall
Director of Development

Cc: Mike Friesen, Planner

APPENDIX A

Nacel Properties Ltd.

200 – 555 8TH Ave. W • Vancouver, B.C. • V5Z 1C6 • Tel: (604) 683-1256 • Fax (604) 683-7690

Dear Resident,

Re: Information Session for a proposed rezoning at 250 East 15th Street, City of North Vancouver

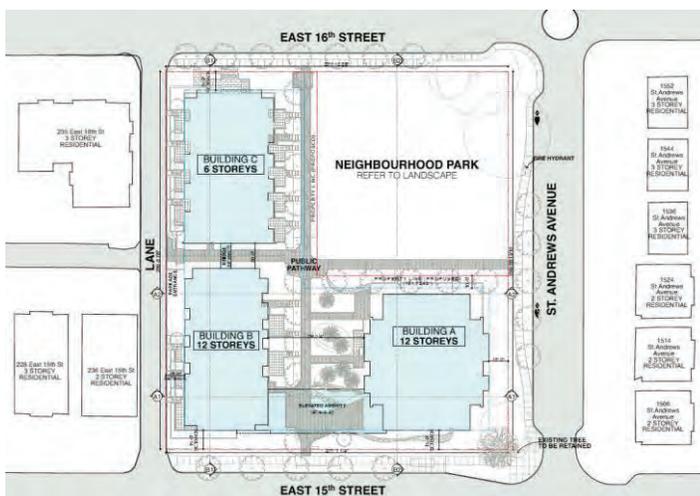
We are writing to invite you to an information session with Nacel Properties Ltd. (the “Applicant”) to review and discuss the proposed redevelopment for 250 East 15th Street. The proposal is for three rental buildings totaling approximately 281 units. The applicant has applied to rezone the site from its current RM-1 /RH-1 zoning to allow for two 12-story and one 6-story residential rental buildings together with an adjacent park. The project is made up of 1 bedroom, 2 bedroom and 3 bedroom units ranging from approximately 565 to 1,250 square feet in size and will include 234 underground residential parking stalls and 28 underground visitor stalls.

We welcome all questions and feedback surrounding the proposed redevelopment at the following Information Session:

Date: Thursday, May 9th, 2019

Time: 5:00 – 8:00pm

**Location of Meeting: North Vancouver City Library
120 West 14th Street, North Vancouver, BC V7M 1N9;
Room 3FPR located on the third floor.**



Sincerely,
NACEL PROPERTIES LTD.

Julian Kendall
Development Manager

1:25 scale - output would be 400% for an 8ft w x 4ft d sign

DEVELOPMENT APPLICATION

250 East 15th Street

PROPOSAL:

Nacel Properties Ltd. has submitted a Development Application for **250 East 15th Street** to rezone the property in order to permit the construction of two 12-storey and one 6-storey residential rental buildings, as well as a public park. The project will consist of 281 residential rental units and 262 parking spaces.

Nacel Properties Ltd. will be hosting an information session where interested members of the public will have an opportunity to learn about and respond to the application.

PROPOSED DEVELOPMENT



SITE PLAN



APPLICANT:

NAME: Julian Kendall

COMPANY: Nacel Properties Ltd.

EMAIL: jkendall@cressey.com

PHONE: 604.895.0468

**FOR MORE INFORMATION
AND TO SHARE YOUR OPINION:**

DEVELOPER'S INFORMATION SESSION

LOCATION: North Vancouver City Library
120 W 14th Street
North Vancouver

DATE: Tuesday May 9, 2019

TIME: 5:00PM - 8:00PM

CITY OF NORTH VANCOUVER CONTACT

Mike Friesen, Planner 1
planning@cnv.org 604.983.7357



blueline does not print

PUBLIC INFORMATION MEETING

A redevelopment is being proposed for 1149-1155 Lynn Valley Road, to construct a **Four storey, 36 unit multifamily residential apartment building**. You are invited to a meeting to review and discuss the project.

Date: Thursday, April 19th, 2018

Time: 6:00 – 7:30pm

Location of Meeting: Community Meeting Room – Lynn Valley Public Library – 1277 Lynn Valley Road, North Vancouver, BC

The applicant has applied to rezone the site from a single family zoning to a comprehensive development zone to permit a **36 unit** apartment building project. The project is made up of both 3 bedroom, 2 bedroom and 1 bedroom units that range between approximately 565 and 1,250 square feet in size and includes 50 residential parking stalls and 4 visitor stalls accessed by a shared driveway off of Lynn Valley Road.



Information packages are being distributed to residents within a 100 meter radius of the site. If you would like to receive a copy or if you would like more information, please contact McGregor Wark, Applicant Representative from Allaire Headwater Residences at 604.899.2020 or Kayzad Nadirshaw of the Development Planning Department at 604.990.2480 or bring your questions and comments to the meeting.

***This is not a Public Hearing. District of North Vancouver Council will receive a report from staff on the issues raised at the meeting and will formally consider the proposal at a later date.**

THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8769

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:

1. This Bylaw shall be known and cited for all purposes as **“Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2020, No. 8769” (Nacel Properties Ltd., 250 East 15th Street, CD-726)**.
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-726 (Comprehensive Development 726 Zone):

| Lots | Block | D.L. | Plan | |
|-------------|--------------|-------------|-------------|-----------|
| 4 | 32 | 549 | 11519 | 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-725 Comprehensive Development 725 Zone”:

“CD-726 Comprehensive Development 726 Zone”
 - B. Adding the following to Section 1101, thereof, after the “CD-725 Comprehensive Development 725 Zone”:

“CD-726 Comprehensive Development 726 Zone”

In the CD-726 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 RH-1 Zone, except that:

- (1) In the CD-726 Zone, the subject site shall be comprised of Site A, Site B, and Site C as shown in Schedule 144 – Sites;
- (2) Gross Floor Area
 - (a) On the subject site, the Principal Buildings shall not exceed a Gross Floor Area of 1.0 times the Lot Area, provided that this amount may be increased to a maximum of 1.95 times the lot area through the provision of Adaptable Design, subject to section 423;

- (b) Notwithstanding 2 (a), the maximum Gross Floor Area permitted may be increased as follows:

| Base Density | | | |
|--|---|---|------------------|
| 14,760 square meters (158,870 square feet) or 1.95 FSR | | | OCP Schedule 'A' |
| Additional (Bonus) Density | | | |
| Additional Density Category | Description | Additional Density (Bonus) | Policy Reference |
| 100% Rental Housing | Secured Rental Apartment Building (all units) | Maximum 7,596 square metres (81,472 square feet) or 1.0 FSR | OCP Section 2.2 |

Such that the total effective on-site Gross Floor Area shall not exceed 2.95 times the Lot Area;

- (c) Total permitted density for the subject site may be allocated between the Sites in the CD-726 Zone as follows:
- i. Site A: 0 FSR;
 - ii. Sites B and C: Combined and in total, not to exceed 2.95 FSR;

(3) Principal Uses

- (a) On Site A, the 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 P-1 Zone;
- (b) On Sites B and C, the Permitted Uses shall be limited to:
- i. Apartment Residential Use, limited to Rental Apartment Residential Use;
 - ii. Ground Oriented Apartment Residential Use, limited to Rental Apartment Residential Use;
 - iii. Accessory Non-Commercial Social and Recreational Facilities;
 - iv. Accessory Home Occupation Use, subject to Sections 507(6), (7) and (8) of this Bylaw;
 - v. Accessory Off-Street Parking Use;
 - vi. Accessory Home Office Use;
 - vii. Childcare Use, subject to Section 507(5) of this Bylaw;
 - viii. Residential Care Facility Use;
 - ix. Guest suite use;

(4) Height

- (a) For Site B, Principal Buildings shall not exceed a Building Height of 12 storeys and 33.5 metres (110 feet) as measured from the average Building Grades at the east property line along St. Andrews Ave;

- i. Notwithstanding 4 (a), parapet walls, guard rails, railings, formwork for planting beds, and canopy roofs of common areas may project beyond the Building Height by not more than 1.1 metres (3.5 feet);
 - ii. Notwithstanding 4 (a), staircase structures to permit access to the roof may project beyond the Building Height by not more than 2.2 metres (7 feet);
 - iii. Notwithstanding 4 (a), elevator shafts and mechanical equipment, as well as its screening, may project beyond the Building Height by not more than 3 metres (10 feet);
- (b) For Site C, Principal Buildings shall not exceed a Building Height of 6 storeys and 16 metres (52.5 feet) as measured from the average Building Grades at the east property line along St. Andrews Ave;
 - i. Notwithstanding 4 (b), parapet walls, guard rails, railings, and formwork for planting beds, may project beyond the Building Height by not more than 1.1 metres (3.5 feet);
 - ii. Notwithstanding 4 (b), common staircase and elevator structures, and common amenity area structures may project beyond the Building Height by not more than 4.1 metres (13.5 feet);
 - iii. Notwithstanding 4 (b) and 4 (b) ii, elevator shafts and mechanical equipment, as well as its screening, may project beyond the Building Height by not more than 5.5 metres (18 feet);
- (5) The Lot Coverage of the subject site, together with accessory buildings, shall not exceed 50%;
- (6) Setbacks from lot lines for Principal Buildings on Site B and C shall conform to the minimum distances identified in Schedule 144 – Setbacks;
- (7) Minimum Dwelling Unit Size shall have a minimum Gross Floor Area of not less than 32 square metres (345 square feet);
- (8) Section 510 (2) Unit Separation is waived and Building and Unit Separation is required as follows:
 - (a) Principal Buildings shall maintain a minimum separation of at least 7.6 metres (25 feet) between building faces;
 - (b) Notwithstanding Section 9 (a), the minimum separation between building faces shall increase to 22.5 metres (75 feet) between building faces above the sixth storey;
- (9) Section 510 (3) Building Width and Length shall not apply;
- (10) Section 906 (4) (i) Driveway Slope shall not apply;
- (11) All exterior finishes, design and landscaping shall be approved by the Advisory Design Panel;

READ a first time on the <> day of <>, 2020.

READ a second time on the <> day of <>, 2020.

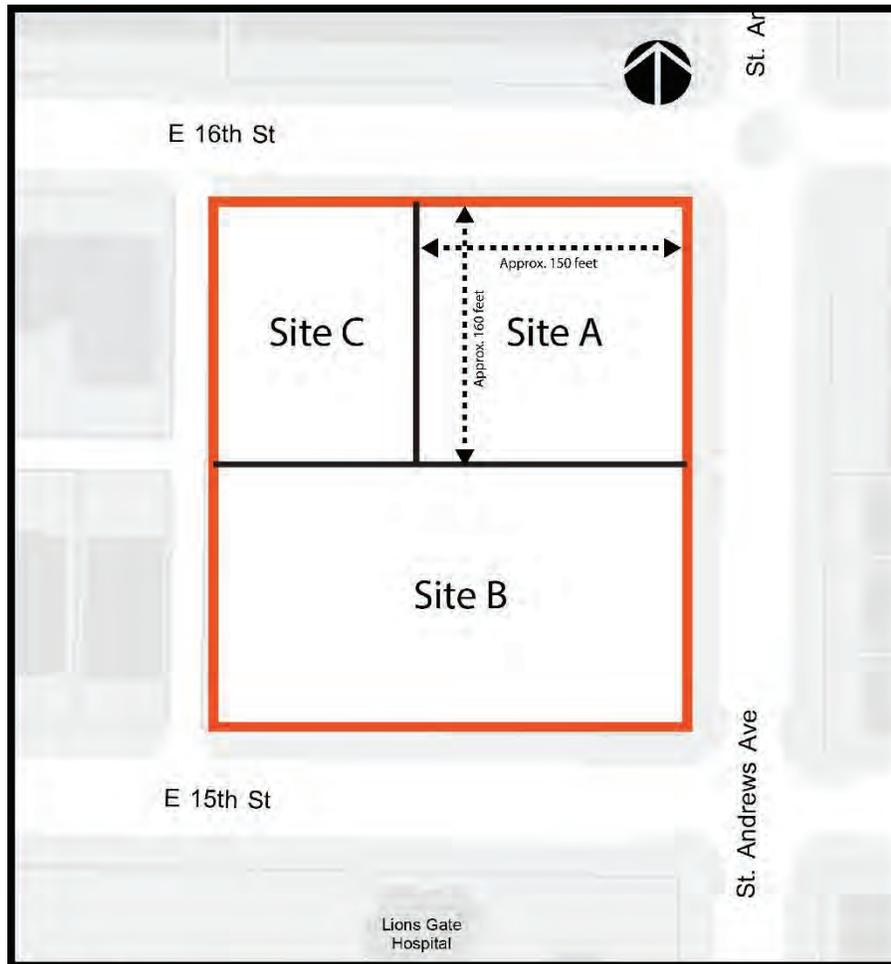
READ a third time on the <> day of <>, 2020.

ADOPTED on the <> day of <>, 2020.

MAYOR

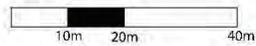
CITY CLERK

SITES

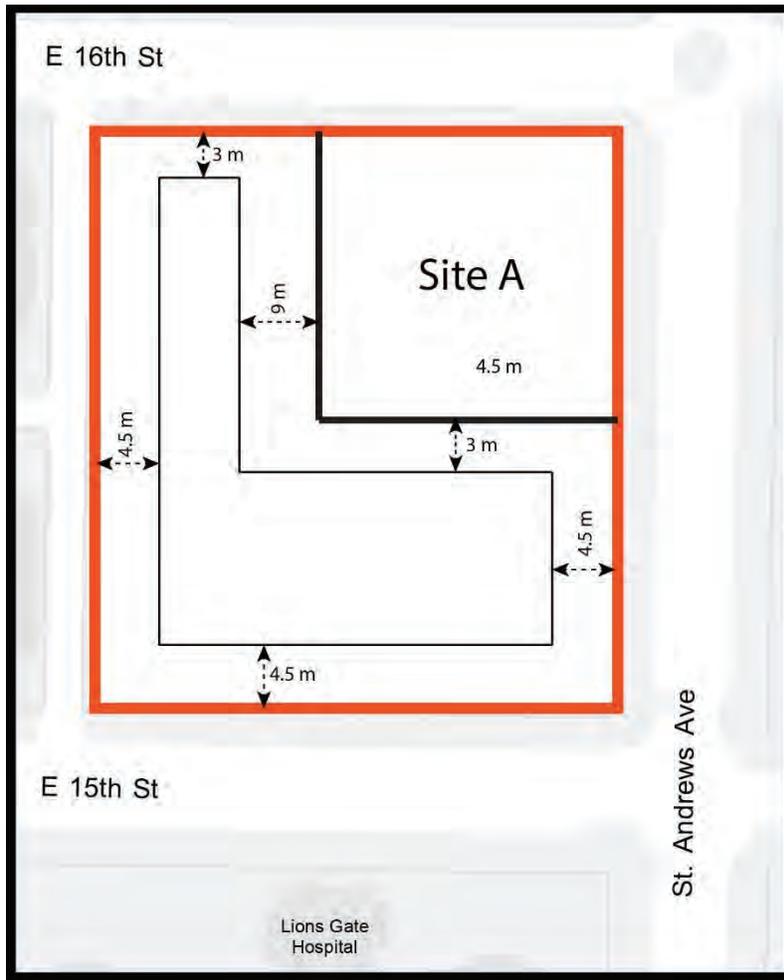


Legend

 Subject Site



SETBACKS



Legend

 Subject Site

THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 8770

A Bylaw to enter into a Housing Agreement (250 East 15th 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:

1. This Bylaw will be known and cited for all purposes as “**Housing Agreement Bylaw, 2020, No. 8770**” (Nacel Properties Ltd., 250 East 15th Street, CD-726, Rental Housing Commitments).
2. The Council hereby authorizes the agreement substantially in the form attached to this bylaw between The Corporation of the City of North Vancouver and Nacel Properties Ltd. with respect to the lands referenced as 250 East 15th Street, “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2020, No. 8769” (Nacel Properties Ltd., 250 East 15th Street, CD-726).
3. The Mayor and City Clerk are authorized to execute any documents required to give effect to the Housing Agreement.

READ a first time on the <> day of <>, 2020.

READ a second time on the <> day of <>, 2020.

READ a third time on the <> day of <>, 2020.

ADOPTED on the <> day of <>, 2020.

MAYOR

CITY CLERK

RENTAL HOUSING AGREEMENT

THIS AGREEMENT dated for reference the ____ day of _____, 2020.

BETWEEN:

NACEL PROPERTIES LTD., INC. NO. 113691

Suite 200 – 555 West 8th Avenue, Vancouver, BC V5Z 1C6

(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 Act.
- C. As a condition of the Rezoning Bylaw, the Owner has agreed to enter into a housing agreement with the City in accordance with section 483 of the Act.
- D. Section 483 authorizes the City, by bylaw, to enter into a housing agreement in respect of the form of tenure of housing units, availability of such units to classes of identified person, administration and management of such units and the rent that may be charged for such units.

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:
 - (i) a rent payment amount equal to 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;
 - (ii) if such amount has not yet been set for the year, a rent payment amount equal to 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 previous to the year the tenancy is entered into plus an annual rent increase then permitted under the RT Act; or

- (iii) if such amount is no longer set out in CMHC's Housing Market Information Portal, then such amount determined by a survey conducted by an independent consultant acceptable to the City, acting reasonably;
- (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 Corporation of 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) **"Guest Suites"** means the two Dwelling Units within one or more Residential Building(s) of the Owner's choosing that are utilized for short-term guests of the tenants of the Residential Buildings but is not used for Rental Purposes and is not a Rental Unit;
- (j) **"Lands"** means those lands and premises legally described as

Parcel Identifier: 009-054-073
Lot 4 block 32
District Lot 549 Plan 11519;
- (k) **"Market Rental Term"** has the meaning set out in section 2.1;
- (l) **"Mid-Market Rental Term"** has the meaning set out in section 2.1;
- (m) **"Mid-Market Rental Units"** means Dwelling Units that are rented to tenants for Affordable Rent;
- (n) **"Market Rental Units"** means Dwelling Units that are rented to tenants for market rental rates as set by the Owner;
- (o) **"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;
- (p) **"Rental Units"** means the Market Rental Units and the Mid-Market Rental Units, and **"Rental Unit"** is a singular thereof;

- (q) **“Residential Buildings”** means, collectively, the following buildings to be constructed on the Lands pursuant to the Rezoning Bylaw:
- (i) 12-storey building adjacent to East 15th Street;
 - (ii) 12-storey building adjacent to East 15th Street; and
 - (iii) 6-storey building adjacent to East 16th Street,
- containing collectively 283 Dwelling Units, of which 253 Dwelling Units will be Market Rental Units, 28 Dwelling Units will be Mid-Market Rental Units and two Dwelling Unit will be the Guest Suites;
- (r) **“RT Act”** means the *Residential Tenancy Act*, SBC 2002 c. 78 and regulations thereunder, as amended or replaced from time to time; and
- (s) **“Rezoning Bylaw”** means the rezoning bylaw applicable to the Lands described as “Zoning Bylaw, 1995, No. 6700, Amendment Bylaw, 2019, No. 8769”, as amended or replaced from time to time.

2. TERM

2.1 This Agreement will commence upon the issuance of the final occupancy permit for the last of the Mid-Market Rental Units constructed or to be constructed on the Lands, (the **“Commencement Date”**) and will continue as follows:

(a) in respect to the Owner’s obligation to deliver and operate 28 Mid-Market Rental Units, until the earlier of:

- (1) the date this Agreement is terminated in accordance with sections 2.2 or 8.3(c); and
- (2) the 10th anniversary of the Commencement Date

(the **“Mid-Market Rental Term”**); and

(b) in respect to other obligations under this Agreement, until the date this Agreement is terminated in accordance with section 2.2 or 8.3(c) (the **“Market Rental Term”**).

2.2 In respect to each Residential Building, this Agreement will terminate immediately upon the removal or destruction of the Residential Building provided the Residential Building is not repaired 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. USE OF LANDS

3.1 The Owner covenants and agrees with the City that, notwithstanding the Rezoning Bylaw, the Lands will be used and built on only in strict compliance with the terms and conditions of this Agreement and that:

- (a) during the Mid-Market Rental Term and the Market Rental Term, whichever is the longest:
 - (i) the Lands will not be subdivided or stratified, without the prior written consent of the City;
 - (ii) the Residential Buildings will be used for Rental Purposes only;
 - (iii) no Rental Unit in any of the Residential Buildings will be occupied for any purpose except for Rental Purposes;
 - (iv) the Guest Suites will be used only for the following purposes:
 - a. to accommodate short-term guests of the tenants of the Residential Buildings; or
 - b. if the Owner, acting reasonably, determines that it is not financially viable to operate one or more of the Guest Suites in the Residential Buildings, for Rental Purposes as a Market Rental Unit. For greater certainty, the Guest Suites will not be used for short-term rentals (rentals for a term less than 30 consecutive days) except as provided in section 3.1(a)(iv)a above;
- (b) during the Mid-Market Rental Term, at least 28 Dwelling Units in the Residential Buildings will be Mid-Market Rental Units, in accordance with this 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 Buildings will be developed, built and maintained in accordance with all City bylaws, regulations and guidelines as amended from time to time.

4. TENANCY RESTRICTIONS

4.1 The unit mix for Rental Units and the Guest Suites in the Residential Buildings will be as follows:

- (a) Studio: 32 Rental Units and two Guest Suites;
- (b) 1-Bedroom: 148 Rental Units;
- (c) 2-Bedroom: 44 Rental Units;
- (d) 3-Bedroom: 57 Rental Units,

or as otherwise approved in writing by the Director of Planning in his or her discretion.

4.2 The unit mix for the 28 Mid-Market Rental Units will be as follows:

- (a) Studio: 3 Mid-Market Rental Units;
- (b) 1-Bedroom: 14 Mid-Market Rental Units;

- (c) 2-Bedroom: 5 Mid-Market Rental Units;
- (d) 3-Bedroom: 6 Mid-Market Rental Units.

or as otherwise approved in writing by the Director of Planning in his or her discretion.

The locations of the 28 Mid-Market Rental Units within the Residential Buildings will be in the Owner's sole discretion. Notwithstanding the foregoing, no more than 18 Mid-Market Rental Units will be clustered in one Residential Building.

- 4.3 The Owner will 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 Mid-Market Rental Term, the Owner must rent the Mid-Market Rental Unit at Affordable Rent. After the Mid-Market Rental Term has elapsed, when a tenancy of the Mid-Market Rental Unit is terminated in accordance with the RT Act, the Owner may rent the Mid-Market Rental Unit out at a market rental rate set by the Owner.
- 4.4 During the Mid-Market Rental Term, the Owner will notify the City when a tenancy of the Mid-Market Rental Unit is terminated in accordance with the RT Act and will notify the City when the Owner intends to rent the Mid-Market Rental Unit out at market rental rent.

5. OWNER'S OBLIGATIONS

- 5.1 The Owner will operate and maintain the Rental Units in accordance with the following requirements:
 - (a) **Management and administration:** The Owner will be fully responsible for the management and administration of the Rental Units, and all associated costs;
 - (b) **Advertisement:** 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 determine the selection of the tenants of the Mid-Market Rental Units, applying the suggested CMHC income qualification of a maximum household income determined by multiplying the low-end of market rents by 12 to yield the households' annual housing costs, and divided by 30% to meet the standard definition of affordability. 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. In determining financial eligibility, 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 entering into a tenancy agreement. Rent amounts may be subsequently increased by the permitted annual rent increase then set under the RT Act.

- (e) **Parking:** All tenants and occupants of the Residential Buildings, including tenants and occupants of Mid-Market Rental Units, will have equal access, at equal rates, to parking stalls assignable for exclusive use in the Residential Buildings, acknowledging that due to the ratio of parking stalls per Dwelling Units in the Residential Buildings, there may be instances when no parking stalls are available for exclusive use of a Dwelling Unit.
- (f) **Common Amenities:** All tenants and occupants of the Residential Buildings, including tenants and occupants of Mid-Market Rental Units, will have equal access, at equal rates, to all indoor and outdoor amenities on the Lands from time to time, including visitor parking stalls, storage units, fitness facilities, Guest Suites, recreation facilities and the like.
- (g) **Short Term Rentals:** Mid-Market Rental Units will only be used as a principal residence of a tenant. The Owner will not permit a Mid-Market Rental Unit to be used for short term rental purposes (being rentals for periods shorter than 30 consecutive days).
- (h) **Compliance with applicable laws:** 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.
- (i) **Performance:** The Owner will perform its obligations under this Agreement diligently and in good faith.
- (j) **Evidence of compliance:** Provided that the same can be done without breaching the *Personal Information Protection Act* (British Columbia) and *Personal Information Protection and Electronic Documents Act* (S.C. 2000, c. 5) (each as amended from time to time) the Owner will, at business license renewal or upon request by the City, from time to time, 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 (the "**Notice**") requiring the Owner to cure a default under this Agreement within 30 days of receipt of the Notice or such longer period as may reasonably be required to cure such default provided the Owner is diligently pursuing same. 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 Owner fails to correct a default as contemplated in section 6.1, the Owner will pay to the City, within 30 days of receiving a written request by the City:
 - (a) \$2,000.00 for each default under this Agreement that has not been remedied as provided under section 6.1; and
 - (b) \$200.00 each day the default remains un-remedied beyond the date for correcting the default as provided under section 6.1;

This section is without prejudice to any other remedies available to the City under this Agreement and at law or in equity.

- 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 Notwithstanding section 6.2, 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 or wilful misconduct 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.
- 7.2 Except to the extent such advice or direction is given negligently or in wilful misconduct, 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
- (c) 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.

- 8.6 The Owner will, at its expense, do or cause to be done all acts reasonably necessary to ensure this Agreement is noted 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 notation.
- 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 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 and Development
Facsimile: 604.985.0576

Owner: At the address set out on the registered title to the Lands, from time to time.

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.

- 8.11 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.
- 8.12 This Agreement will ensure 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 and except for any covenants and statutory rights of way that may be registered on title to the Lands from time to time. 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 Council of an amending bylaw to Bylaw 8770.
- 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 and delivered electronically.

IN WITNESS WHEREOF each of the City and the Owner have executed this Agreement under seal by their duly authorized officers as of the reference date of this Agreement.

THE CORPORATION OF THE CITY OF NORTH VANCOUVER,
by its authorized signatories:

MAYOR

CITY CLERK

NACEL PROPERTIES LTD., by its authorized signatories:

