



DISTRICT OF WEST VANCOUVER
750 17TH STREET, WEST VANCOUVER BC V7V 3T3

COUNCIL REPORT

Date:	March 16, 2022
From:	Lisa Berg, Senior Community Planner
Subject:	Development Proposal for Evelyn by Onni Lot 8
File:	1010-20-20-003

RECOMMENDATION

THAT opportunities for consultation on the proposed Official Community Plan amendment, with persons, organizations, and authorities, as outlined in the report from the Senior Community Planner dated March 16, 2022, be endorsed as sufficient consultation for purposes of section 475 of the *Local Government Act*.

RECOMMENDATION

THAT proposed "Official Community Plan Bylaw No. 4985, 2018, Amendment Bylaw No. 5195, 2022" be read a first time.

RECOMMENDATION

THAT proposed "Zoning Bylaw No. 4662, 2010, Amendment Bylaw No. 5196, 2022" be read a first time.

RECOMMENDATION

THAT proposed "Housing Agreement Authorization Bylaw No. 5197, 2022" be read a first time.

RECOMMENDATION

THAT proposed "Official Community Plan Bylaw No. 4985, 2018, Amendment Bylaw No. 5195, 2022" and "Zoning Bylaw No. 4662, 2010, Amendment Bylaw No. 5196, 2022" be presented at a public hearing scheduled for May 10, 2022 at 6 p.m. in the Municipal Hall Council Chamber, and that statutory notice be given of the scheduled public hearing.

RECOMMENDATION

THAT proposed Development Permit No. 20-003 with variances be presented at a public meeting scheduled for May 10, 2022 at 6 p.m. in the Municipal Hall Council Chamber, to be held concurrently with the public hearing scheduled for May 10, 2022 at 6 p.m. in the Municipal Hall Council Chamber, and that notice be given of the scheduled public meeting.

RECOMMENDATION

THAT Council authorize amendments as required to the Master Plan.

1.0 Purpose

The purpose of this report is to:

- provide bylaws that will amend the Official Community Plan (OCP) and rezone Lot 8 of Evelyn by Onni (**Appendix A**) to allow for additional units and floor area;
- provide a bylaw to authorize a housing agreement to secure rental housing units;
- provide a development permit with variances to regulate the form and character of the proposed development;
- secure public access to Lot 8; and
- authorize amendments to the Master Plan.

2.0 Executive Summary

Onni has applied to rezone Lot 8 to add 109 rental units to the site. The zoning for Lot 8 allows for a residential apartment building containing up to 119 units, of which a minimum of 30 of those must be for rental housing in perpetuity. The proposal is to increase the number of secured rental units from 30 to 139 (17 affordable units plus 122 market rental). There is no increase to the number of saleable condominiums (stays at 89). The total proposed number of units for Lot 8 would increase 119 to 228 and the overall unit count at Evelyn by Onni would increase from 350 to 459.

Staff has completed a review of the requested rezoning and concludes that the proposal aligns with OCP policy objectives by adding purpose-built rental housing to the community in an area close to transit, services, and amenities.

The Design Review Committee (DRC) and the Accessibility Committee on Disability Issues (ACDI) have considered the proposal, and both committees were supportive. Should Council support the staff recommendations, the application will be scheduled for a public hearing.

3.0 Legislation/Bylaw/Policy

3.1 Provincial Legislation

The *Local Government Act* requires a public hearing on the proposed OCP amendment and zoning bylaw.

3.2 Zoning Bylaw

The site is zoned CD1 (Evelyn Drive). The zone allows for residential uses including single family, duplexes, apartments, and cluster buildings.

3.3 Master Plan

The Evelyn Drive Master Plan sets out the overall land use and density for the development of the Evelyn lands.

3.4 Agreements

The Master Development Agreement (MDA) is the legal framework that covenants the developer to fulfill certain obligations for the development of Evelyn, namely density bonusing, allocation of density, and Community Amenity Contribution payments (all of which have been paid).

Other agreements are in place to ensure the delivery of civil works (e.g. road works, sanitary sewer, storm water, waterworks, sediment and erosion control, etc.), and for public access where located on private property.

4.0 Council Strategic Objective(s)/Official Community Plan

4.1 Council Strategic Objectives

Applicable strategic goals and objectives:

- Goal 1.0: Significantly expand the diversity and supply of housing, including housing that is more affordable.
- Objective 1.1: Ensure that 250 housing units are approved per year over the next 5 years, of which approximately 50 are rental units and include accessible housing units.

4.2 Official Community Plan

The OCP establishes the Evelyn Drive Planning Area under Policy H2, designates it as the Evelyn Drive Development Permit Area under Policy BF-B12, and allows up to a maximum of 350 units and 47,381 m² (510,000 sq. ft.) of floor area. An amendment to the OCP is required to accommodate the proposal.

5.0 Financial Implications

- 5.1 The proposal was evaluated for Community Amenity Contributions (CACs) and applicable Development Cost Charges (DCCs) are payable at building permit. CACs contribute to growth-related impacts resulting from rezonings and DCCs fund upgrades or provision of infrastructure services resulting from development.

6.0 Background

6.1 Previous Decisions

None.

6.2 History

Evelyn is a Master Planned residential community located at the base of Sentinel Hill. The 21 acre site is located at the eastern gateway to West Vancouver next to Taylor Way and is comprised of 350 units including single and duplex dwellings, and terraced cluster and apartment buildings.

All three of the cluster buildings (Lots 1, 2, and 3), two of the apartment buildings (Lots 5 and 7), and two of the eight single-family dwellings on Lot 10 are complete. The remaining six single family dwellings on Lot 10 and the four townhouses on Lot 6 (attached to Lot 7) are under construction.

Village Walk and Evelyn Walks, which connect pedestrians from Keith Road to Park Royal North, are complete.

7.0 Analysis

7.1 Discussion

Site and Context

Lot 8 is a 1.21 hectare site located at the southeast corner of the development project, east of Taylor Way, and south of Evelyn Drive and Arthur Erickson Place. It is the largest development site at Evelyn by Onni. Lot 7, which contains a 67-unit apartment building, is to the west and Park Royal North is to the south. The site is currently vacant.

The southern portion of the site is characterized by a steep vegetated slope with the northern portion of the site graded for material staging for construction. The site slopes from north to south with the highpoint at the northwest corner approximately 21 m higher than the low-point at the southwest corner of the site.

Existing tree coverage is grouped into two areas: along Taylor Way and on the south-facing slope. There are also trees located within the adjacent road boulevard along Taylor Way. Although the proposed building footprint does not take up the entire site, the remaining areas will require regrading therefore affecting the number of trees that can be retained. However, the proposal includes significant tree replacement as part of the landscape plan (Figure 1).

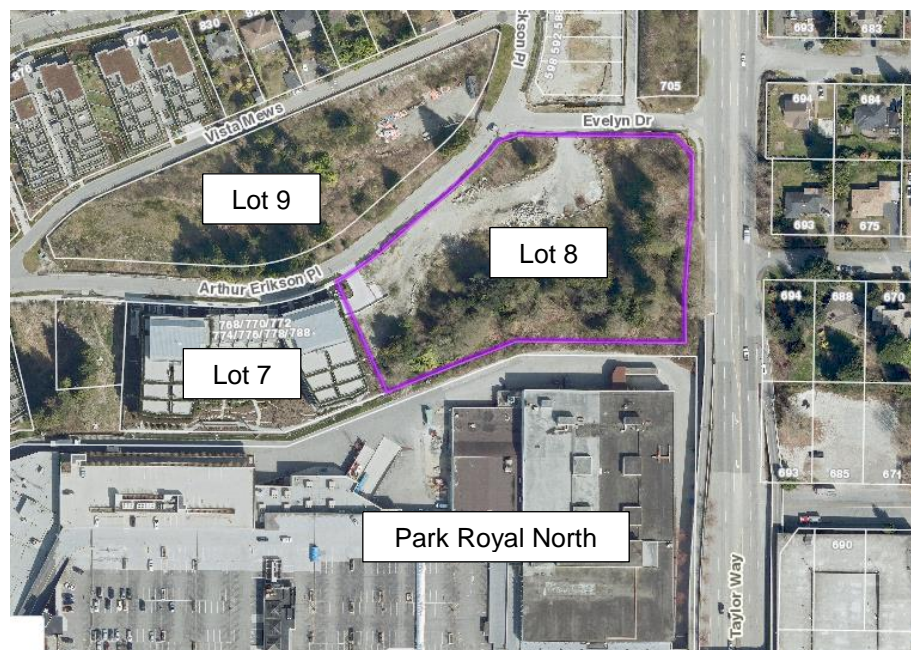


Figure 1: Site Context

Positioned within close proximity to Park Royal, the site is part of an evolving area with transit-oriented development that is close to employment, commercial services, public amenities, rapid transit service, recreational opportunities, and includes a variety of housing options.

The Proposal

The applicant proposes to rezone the site and construct a three-wing apartment building that terraces back in response to the existing slope. Key features of the proposal include:

- 1.85 FAR
- 228 units:
 - 17 affordable (below market) units (secured via a Housing Agreement)
 - 122 rental units (secured via a Housing Agreement)
 - 89 market condos
- public realm additions including a pedestrian path at the south end of the site to complete the east-west connection to Taylor Way, and new landscaping
- indoor and outdoor resident amenity areas
- 294 underground parking spaces
- 353 bike storage lockers
- Level 2 EV charging
- High sustainability building targets

See **Appendix B** for the Project Profile and **Appendix F** for the proposed Development Permit. The proposed development is shown in Figure 2.



Figure 2: Proposed development (looking southeast)

Project Evaluation

1. Overall

The proposal aligns with the policies and objectives of the OCP. It will positively contribute to the Evelyn by Onni development by delivering purpose-built rental and below-market rental housing and other improvements including pedestrian connections and new landscaping.

2. Building Design

Influenced by the apartments on Lots 5 and 7 (Forest Edge), the proposed building takes its place within its urban setting and as a complimentary building within the overall development site. It features the distinctive angled edge planters at the perimeter of the balconies that bring a unique element to the project and with the consistent use of this detail give the apartments a unified appearance. The planter edges also provide greenery to the site, soften the appearance of the building, and offer a visual amenity for residents (see Figure 3).



Figure 3: Distinctive edge planters on Lot 5

The building is designed with resident amenity areas, such as a gym, common lounge space, wine storage, meeting and co-work rooms, and guest suites. As previously secured during the rezoning of Lot 6 (to delete the clubhouse), residents in the cluster housing buildings on Lots 1, 2, and 3 (Cliffside) will have access to the amenity areas as set out in the registered agreement.

The built form is comparable with the development pattern of the development site. The Master Plan established the building hierarchy for the project, with the stacked cluster buildings along Keith Road and the multi-winged apartment buildings south of Arthur Erickson Place. In response, the proposed building splits into three wings, each wing connected by two-storey townhouse units similar to the other apartment sites.

The lobby forms are generally consistent with the precedent from Lots 5 and 7, with double-height glazed spaces with a heavy concrete canopy and circular columns grounded in a reflecting pool. The main pedestrian entrances have been adapted to suit the more varied conditions for the lobbies, including differences in heights, orientations, glazing patterns, and planned offsets that all interact to make each lobby a unique experience. The use of water features surrounding the lobbies continues with Lot 8, with subtle variations to address the condition of each lobby and add to identity.

Responding to the shape of the site, the building follows the curvature of Arthur Erickson Place with a terraced form that spans and splits into three different wings: the west wing (Building 1) is eight storeys; the centre wing (Building 2) is nine storeys; and the east wing (Building 3) is seven storeys. Taking advantage of the slope of the site, the massing of the building presents as four to six storeys at the street with upper levels terraced back toward the north.

To the south, the west and east wings terrace back on the top two levels, while the centre wing, being the tallest portion, includes a third step terracing back on level five. The terraced form reduces massing on the south side while providing upper level units with large roof terraces. The primary material palette is consistent with the buildings on Lots 5 and 7, including natural stone cladding, exposed concrete soffits and planters, expansive windows, and glass guards. This is also consistent with the cluster buildings. The overall strategy is to express the architectural language of the buildings through materials and consistency of key elements that link them together and create a cohesive design.

3. Urban Design and Public Realm

The overall urban design approach and the public realm intent at Evelyn by Onni is to integrate the proposal within both its immediate context and the urban environment. The richly landscaped site, ground-oriented units facing Arthur Erickson Place, and interior mews enhance the public realm. The ground plane addresses the arrival experience for pedestrians, common amenity areas, and public connections to adjacent streets, other lots within Evelyn by Onni, Park Royal North, and the recreation network including Village and Evelyn Walks are integrated. As well, the applicant has proposed to maximize tree retention where possible.

- a. **Pedestrian Connections:** Pedestrian connections are planned that will connect the site to its surroundings:

North and South: The streetscape is designed with public sidewalks connecting Arthur Erickson Place, Evelyn Drive, and Taylor Way and feature new boulevard landscaping along all streets (Figure 4).



Figure 4: Public sidewalk and landscape design (Lot 7)

East and West:

To enhance pedestrian connectivity, completion of the path that allows for public access along the southern portions of Lots 5 and 7 will be extended across the southern portion of Lot 8 to Taylor Way (Figure 5).

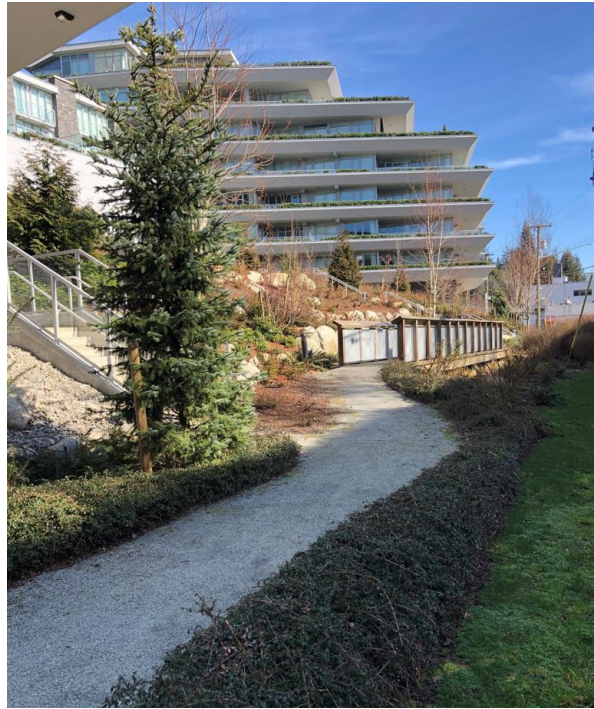


Figure 5: South pedestrian path (at Lot 7) to be extended to Taylor Way

- b. **Resident Open Space:** Residents will be able to gather outdoor in the central landscaped mews between each building wing. Each mews has a formalized pathway and organic paths that wind around the landscaped gardens. A patio seating area allows residents to gather on the south-facing slope. See Figures 6a and 6b.



Figure 6a: Resident mews at Lot 7 (southern path shown lower right)



Figure 6b: Resident Mews (Lot 7)

4. Housing

Providing a variety of housing options contributes to healthy, complete communities. West Vancouver's supply of purpose-built rental housing is made up of approximately 1,900 units most of which were built in the 1960s and 1970s. This stock is approaching 50 to 60 years old. While the District has taken measures to prevent the loss of rental housing to strata ownership, the District does not currently have bylaws to prevent demolition of a rental apartment building or require that a redeveloping property remain rental, and has limited incentives to encourage new rental housing.

The rental housing inventory has gradually increased by 622 units since 1979 approved through major redevelopment proposals in recent years, however, construction has lagged. At the time of writing this report, just over 60 rental units are completed. The proposal would add 109 net-new units (representing 61% of the total units in the project) to the District's ageing rental stock.

Proposed Rental Units

The proposed 139 rental units consist of 17 below-market (affordable) units and 122 market rental units, secured by a Housing Agreement (**Appendix E**). The Housing Agreement defines eligible tenants to be those with a household income value for couple families within West Vancouver that are at or below the 80th percentile. Rents are at least 20% less than market rental units.

The proposed 17 below-market rental units are located in the east building wing (Building #3). The units are comprised of the following mix and average floor areas: six studios (451 sq. ft.); 9 one-bedrooms (581 sq. ft.); one two-bedroom (1,030 sq. ft.); and one three-bedroom (1,030 sq. ft.).

The proposed 122 market rental units are located across all three building wings: 10 in the west wing; 43 in the central wing; and 69 in the east wing. All units within the east-building wing would be rental units. These units are comprised of the following mix and average floor areas: 21 studios (446 sq. ft.); 45 one-bedrooms (626 sq. ft.); 49 two-bedrooms (1,010 sq. ft.); and seven three-bedrooms (1,330 sq. ft.).

The proposed mix of tenure, unit types, and sizes offer a diversity of housing options for residents, as desired by the Master Plan. The proposed rental units comply with the Master Development Agreement as the applicant is required to provide a minimum of 30 rental units.

Proposed Condo Units

There are 89 condo (strata) units proposed, making up 39% of the total units. The proposed rezoning does not increase the number of condo units permitted under existing zoning. These units are located in the west and centre wings, including 10 ground-oriented townhouse units that connect the building wings. These units are comprised of the following mix and average floor areas: nine one-bedrooms (781 sq. ft.); 50 two-bedrooms (1,170 sq. ft.); 17 three-bedrooms (1,466 sq. ft.); three four-bedrooms (1,732 sq. ft.); and 10 two-storey townhouses (1,870 sq. ft.).

5. Variances

Zoning Bylaw Variances

Consistent with development of the other lots, the applicant requests variances as part of the proposed development permit. The variances include setbacks, building height and number of storeys, and site coverage.

The building is massed across the site with placement of the wings closer to the south and east property lines, which preserves the west side yard setback and allows for a building separation between the west wing and the building on Lot 7 of 20 m (66 ft.). This results in proposed variances along the rear and east setbacks from 6.1 m to 3.68 and 3.0 m respectively. A front yard variance for the two eastern townhouse unit entrances to promote building articulation from 6.1 m to 5.44 m is proposed.

While all the building wings comply with the number of permitted storeys with the exception of the middle wing's south facing elevation from 8 to 9 storeys, all the building wings extend beyond the ceiling height envelope established by the CD zone. See Figure 7 for a 3D height study. The gray polygons represent the top of the ceiling envelope with each building wing's portion that extends above. Even though the west and east wings comply with the zoning bylaw, they extend above the ceiling height envelope. This is due the ceiling height envelope not being high enough to allow for a zoning-compliant building with regard to number of storeys, even if the building were lowered fully into the steep slopes.



Figure 7: 3D height envelope study (looking northwest)

The buildings are proposed to be at a similar elevation as the apartment building on Lot 7, giving vertical rise to each wing and in context to the back of the mall to the south. While there is an extra storey on the centre-wing building, the southern portion of Lot 8 contains some of the steepest slopes in the development. The applicant provided view studies of the building height envelope to demonstrate that there is negligible impact for properties to the north.

Due to the nature of the footprint of the building across the lot, an increase in site coverage from 35% to 39% is proposed.

Other Amendments

Amendments will be required to the Master Plan to accommodate the proposal, primarily with unit numbers and floor area. Council may authorize the amendments at the time of bylaw approval, should the application be supported.

6. Advisory Committees

Design Review Committee

The Design Review Committee (DRC) considered the proposal at its July 15, 2021 meeting and recommended support of the application, subject to further design development with staff on specified items. The applicant worked to address the comments of the DRC and staff is satisfied with the responses.

North Shore Accessibility Committee on Disability Issues

The North Shore Accessibility Committee on Disability Issues (ACDI) considered the proposal at its September 9, 2021 meeting and was supportive of the application. The committee recommended that the applicant provide as many universal design measures as possible into the project.

7. Transportation

Access

The proposed vehicle access is from the west end of the site from Arthur Erickson Place via shared driveway with Lot 7. Parking for all units and visitors is within a multi-level underground parkade. Each level of the parkade includes secured resident storage, bicycle locker, and mechanical rooms. No on-street parking for residents is proposed. There is a vehicle-parking bay on Arthur Erickson Place to permit short-term vehicle parking and deliveries.

Vehicle and Bicycle Parking

The CD zone requires a minimum of 312 parking spaces for Lot 8, which is reduced to a minimum of 252 parking spaces to promote sustainability as permitted by the zoning bylaw.

Proposed are:

- 269 resident spaces; and
- 25 visitor spaces.

Total: 294 spaces

The proposed amount of parking complies with the zoning bylaw for reduced parking standards while providing a balance for residential and visitor parking, resulting in a parking ratio of 1.02 spaces per unit.

To promote alternative modes of transportation, the zoning bylaw requires that new developments are to provide for secured resident and visitor bicycle parking.

Proposed are:

- 353 bicycle storage lockers;
- 46 short-term visitor bicycle parking spaces at grade.

Total: 402 spaces

The proposed bicycle parking complies with the zoning bylaw. Additionally, residents will have access to 237 storage lockers, with a minimum of one storage locker provided per unit.

Transportation Impact Assessment

The applicant submitted a transportation study (Traffic Impact Assessment or TIA) as part of the rezoning application. The TIA evaluated the existing allowable density, the proposed density, traffic conditions, nearby intersections, alternative modes of travel, and the general context of the area.

The TIA concluded that the parking associated with the development is adequate. Generally, the TIA anticipates that the project will have minimal impact on the overall vehicle volumes travelling through the intersections in the area based on the proposed residential use. The location of the site on major transportation corridors for vehicles, public transit, pedestrian connections, and bicycle movements on the North Shore has strong connectivity to the surrounding area and promotes alternative modes of transportation. District staff review of the TIA concludes that the findings are satisfactory.

As Taylor Way is under the jurisdiction of the Province, the District referred the TIA to the Ministry of Transportation and Infrastructure (MoTI). Approval by MoTI of the proposed rezoning bylaw is required under the *Transportation Act*.

Construction Parking Management

During construction efforts to minimize traffic impacts on the surrounding area, with prioritization to reduce interruptions to surrounding residents, will be made. The applicant will explore strategies to reduce disruptions during construction and has existing vacant lots at the development site available for off-site construction staging and storage. Further, the applicant will be encouraged to coordinate material deliveries during non-peak traffic hours, and to encourage workers to take transit.

As part of the building permit, a Traffic Management Plan (TMP) is required and all construction must comply with the noise bylaw.

8. Sustainability

The proposal aligns with the District's expectations for high-performance buildings, including the requirements of the BC Energy Step Code stipulated by the Building Bylaw.

The applicant has committed to reviewing all aspects of sustainability and providing building systems in line with industry best practices and the District's climate emergency goals, including achieving Step 2 plus a Low Carbon Energy System (LCES). This approach aligns with Council's Sustainable Buildings Policy that direct rezoning applications meet an accelerated Step Code and LCES pathway applicable at the time of application.

9. Community Amenities

New developments in the community where rezoning is proposed are expected to deliver community amenities related to the impacts of new development. The value of the amenity is typically proportional to the increased potential of land use under the proposal compared with existing zoning and development rights. District policy defines a broad range of appropriate amenities, including housing affordability and diversity, childcare, community facilities, and public spaces.

Community Amenity Contributions (CACs) are intended to address growth related impacts due to rezoning a site. They typically include either the provision of on-site amenities (if appropriate) or a cash contribution that can be put toward other public benefits. Staff note that the proposal includes a significant proportion of secured market rental housing and 17 below market rental units representing an in-kind CAC contribution.

District staff have reviewed the applicant's proforma, with confirmation by third party consultants, and conclude that there is no applicable cash CAC based on land lift. This is primarily due to the proportion of saleable condo units (39%) with the secured market rental units (53.5%) and the below-market rental units (7.5%) in the project. Given that larger portions of the units are for purpose-built rental housing, there is no increase in the value of the land resulting from rezoning.

10. Servicing

The District analysed the on- and off-site servicing requirements in conjunction with system modelling (at the applicant's expense) to identify if any upgrades to District infrastructure will be required to service the proposed development. During the original subdivision of the Evelyn project, the applicant was required to provide servicing upgrades. The modelling analysis revealed that no further servicing infrastructure upgrades are required to accommodate the proposal. Further, Development Cost Charges (DCCs) are payable at building permit.

8.0 Implementing the Project

8.1 Public Engagement and Outreach

Public Information Meetings

Community consultation regarding the proposal included an applicant-hosted information meeting held on November 19, 2019. Should the proposal advance, the applicant will be required to advertise and conduct a second information meeting prior to the public hearing.

Signage

Should the proposal advance, the applicant will be required to install a development information sign with particulars about the second public information meeting and public hearing.

Public Hearing and Notification

The proposed OCP amendment and rezoning bylaws are subject to a public hearing. The recommendation herein proposes the public hearing be scheduled on May 10, 2022. Notice of the public hearing and consideration of the development permit will be given in accordance with District procedures.

Website

In alignment with current practise, a description of the proposal, applicable updates and architectural drawings are on the District website.

8.2 Conditions Precedent to Adoption

Prior to adoption of the bylaws and approval of the development permit, the following requirements must be met:

- registration of a statutory right-of-way (SRW) to secure public access to the site; and
- Ministry of Transportation and Infrastructure approval on the proposed rezoning bylaw.

8.3 Other Communication, Consultation, and Research

Planning staff has consulted with District staff from various department on the review of the development application. The applicant has worked to address each department's noted comments and staff are satisfied with the proposal, subject to further detailing at the building permit phase, if approved.

9.0 Options

9.1 Recommended Option

Council give first reading to the proposed bylaws and set the date for a public hearing and a concurrent public meeting.

9.2 Considered Options

- a) Give first reading to the proposed bylaws and set an alternative date (to be specified) for a public hearing and concurrent public meeting; or
- b) Defer consideration of the proposal pending the receipt of additional information (to be specified) to assist in consideration of the application; or
- c) Reject the proposal.

10.0 Conclusion

Staff assessment of this rezoning application has concluded that the proposal is consistent with the policy directions of the OCP and is supported. The application proposes a diverse housing mix and proposes community benefits including purpose-built rental and non-market rental housing and public realm improvements including public access through the site.

Staff recommend that the application be scheduled for a public hearing and concurrent public meeting, together with the development package including the proposed bylaws and development permit.

Author:



Lisa Berg, Senior Community Planner

Concurrence



Michelle McGuire, Senior Manager of Current Planning and Urban Design

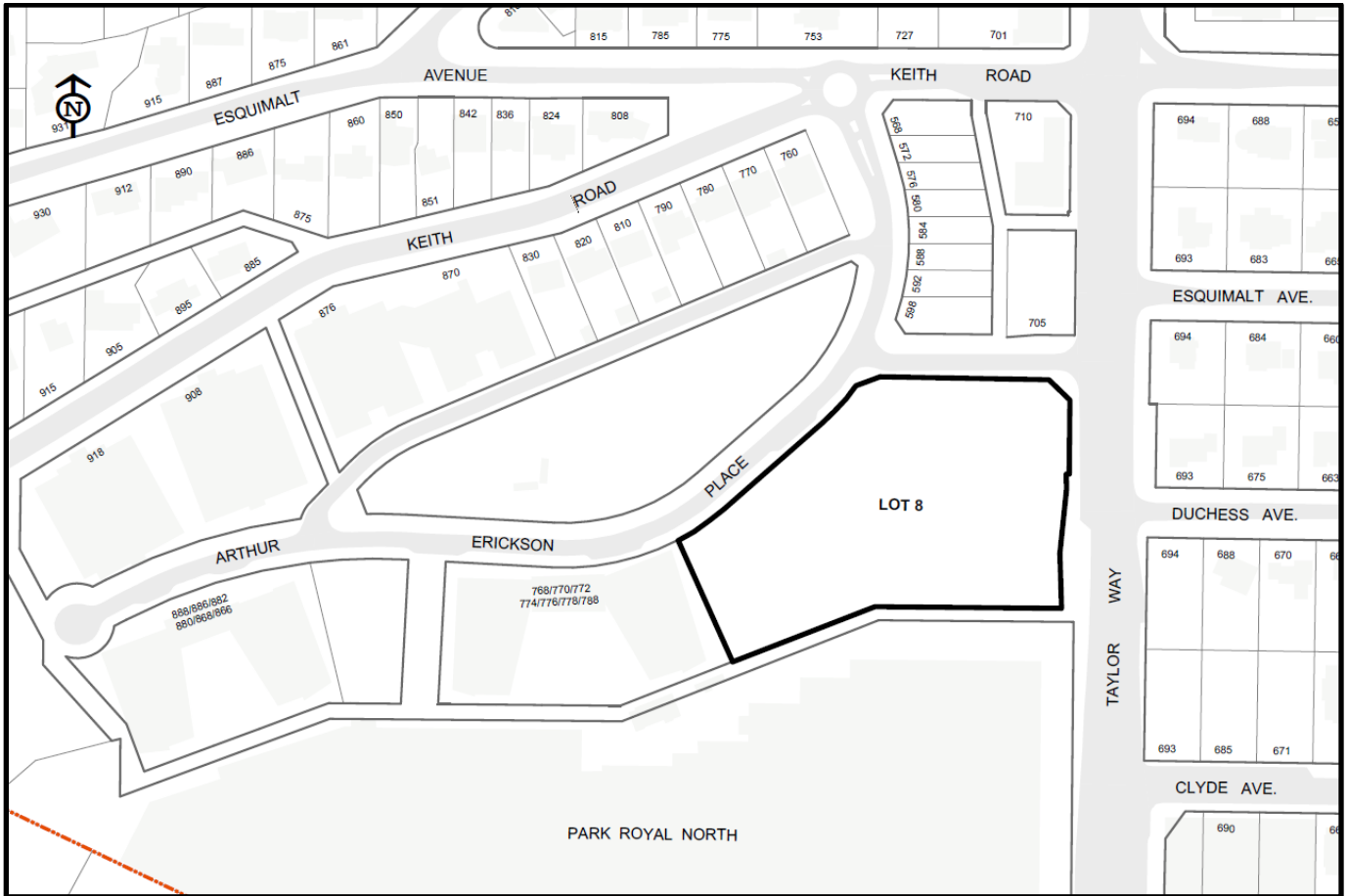
Appendices:

- A. Context Map
- B. Project Profile
- C. Official Community Plan Bylaw No. 4985, 2018, Amendment Bylaw No. 5195, 2022
- D. Zoning Bylaw No. 4662, 2010, Amendment Bylaw No. 5196, 2022
- E. Housing Agreement Authorization Bylaw No. 5197, 2022
 - Schedule A – Affordable Rental Units Housing Agreement
 - Schedule B – Market Rental Units Housing Agreement
- F. Development Permit 20-003
 - Schedule A – Architectural plans, landscaping, adaptability, and sustainability measures, etc.

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APPENDIX A – CONTEXT MAP



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APPENDIX B – PROJECT PROFILE

(at March 16, 2022)

Project:	Evelyn by Onni (Lot 8)
Application:	File No. 20-003
Applicant:	Onni Taylor Way Properties Ltd.
Architect:	Ciccozzi Architecture
Landscape Architect:	Durante Kreuk
Property Address:	Unassigned (Arthur Erickson Place)
Legal Description:	Lot 8 Block B District Lot 1040 Group 1 New Westminster District Plan BCP50603
PID:	028-828-500
OCP Guiding Policy:	2.1.17: New purpose-built market and non-market rental housing
DP Guidelines:	BF-B12
Zoning (Existing):	CD1 (Evelyn Drive)
Zoning (Proposed):	CD1 (text amendment)
Proposal:	To increase and add purpose-built rental units (from 30 market to 122 market and 17 non-market). No change to number of condo units (89). Total units proposed: 228

Particulars	CD1 Zone	Proposed	Notes
FAR			
Zoning Average	0.6 (average)		FAR is averaged over all sites
Lot 8	n/a	1.85	FA in Area B limited to 32,623 sq. m. (rezoning)
Site Coverage	35%	39%	Variance
Building Height			
Building # 1	As per ceiling height plane	Above plane	Variance
Building # 2		Above plane	
Building # 3		Above plane	
Number of Storeys			
Building # 1	6 north, 8 south	5 north, 8 south	Complies
Building # 2		6 north, 9 south	South variance
Building # 3		5 north, 7 south	Complies
Number of Units			
Market Condo	89	89	No change
Market Rental	30	122	+92
Non-Market Rental	0	17	+17
Total:	119	228	+109 net increase (rezoning)
Setbacks			
Front (Arthur Erikson/Evelyn Dr)	6.1 m	5.44 m	Variance
Rear	6.1 m	3.68 m	Variance
West	6.1 m	> 6.1 m	Complies
East (Taylor Way)	6.1 m	3.0 m	Variance

APPENDIX B – PROJECT PROFILE

(at March 16, 2022)

Parking			
Residential:	227	269	Complies
Visitor	25	25	
Total Parking:	252	294	
EV Charging	Level 2	Level 2	Complies
Bicycle Parking/Storage:	227	353	Complies
Short-Term Bicycle Parking:	25	46	Complies

Notes:

Building split into three wings:

- Building # 1 = west wing/building
- Building # 2 = centre wing/building
- Building # 3 = east wing/building (next to Taylor Way)



District of West Vancouver

APPENDIX C
to RTC Evelyn by Onni Lot 8

**Official Community Plan Bylaw No. 4985, 2018,
Amendment Bylaw No. 5195, 2022**
(Evelyn by Onni Lot 8)

Effective Date:

**Official Community Plan Bylaw No. 4985, 2028,
Amendment Bylaw No. 5195, 2022**

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District of West Vancouver

Official Community Plan Bylaw No. 4985, 2018, Amendment Bylaw No. 5195, 2022

A bylaw to amend the Official Community Plan to allow for multifamily development at Evelyn by Onni Lot 8.

Previous amendments: Amendment bylaws 5008, 5045, 5054, 5057, 5064, 5074, 5076, 5120, and 5135.

WHEREAS the Council of The Corporation of the District of West Vancouver deems it expedient to provide for an amendment to the Official Community Plan to allow for the appropriate redevelopment of the lands at Lot 8 of Evelyn by Onni (PID 028-828-500);

NOW THEREFORE, the Council of The Corporation of the District of West Vancouver enacts as follows:

Part 1 Citation

- 1.1 This bylaw may be cited as Official Community Plan Bylaw No. 4985, 2018, Amendment Bylaw No. 5195, 2022.

Part 2 Severability

- 2.1 If a portion of this bylaw is held invalid by a Court of competent jurisdiction, then the invalid portion must be severed and the remainder of this bylaw is deemed to have been adopted without the severed section, subsection, paragraph, subparagraph, clause or phrase.

Part 3 Amends Area-Specific Policies & Guidelines

- 3.1 Schedule ii of Official Community Plan Bylaw No. 4985, 2018 is amended as follows:

3.1.1 By amending Policy H2 with replacing the amount of housing floor area and number of dwelling units in the fourth paragraph as follows:

- (a) “510,000 sq. ft.” is replaced with “588,000 sq. ft.”; and
- (b) “350” is replaced with “459”.

READ A FIRST TIME (MAJORITY VOTE IN THE AFFIRMATIVE) on [Date]

PUBLICATION OF NOTICE OF PUBLIC HEARING on [Date]

PUBLIC HEARING HELD on [Date]

READ A SECOND TIME (MAJORITY VOTE IN THE AFFIRMATIVE) on [Date]

READ A THIRD TIME (MAJORITY VOTE IN THE AFFIRMATIVE) on [Date]

ADOPTED by the Council (MAJORITY VOTE IN THE AFFIRMATIVE) on [Date].

Mayor

Corporate Officer



District of West Vancouver

APPENDIX D
to RTC Evelyn by Onni Lot 8

**Zoning Bylaw No. 4662, 2010,
Amendment Bylaw No. 5196, 2022**
(Evelyn by Onni Lot 8)

Effective Date:

**Zoning Bylaw No. 4662, 2010,
Amendment Bylaw No. 5196, 2022**

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Part 3	Amends the CD1 Zone	1

District of West Vancouver

Zoning Bylaw No. 4662, 2010, Amendment Bylaw No. 5196, 2022

A bylaw to amend the Zoning Bylaw to allow for multifamily development at Evelyn by Onni Lot 8.

Previous amendments: Amendment bylaws 4672, 4677, 4678, 4679, 4689, 4701, 4680, 4710, 4697, 4716, 4712, 4737, 4726, 4736, 4757, 4752, 4767, 4787, 4788, 4784, 4772, 4791, 4805, 4809, 4828, 4854, 4873, 4866, 4895, 4839, 4898, 4927, 4944, 4905, 4974, 4967, 4982, 4962, 4928, 4992, 5001, 5021, 5024, 5009, 4938, 5044, 5055, 5051, 5068, 5065, 5087, 5069, 5110, 5106, 5132, 5161, 5160, 5013, 5122, and 5155.

WHEREAS the Council of The Corporation of the District of West Vancouver deems it expedient to provide for an amendment to the Zoning Bylaw to allow for the appropriate redevelopment of the lands at Lot 8 of Evelyn by Onni (PID 028-828-500);

NOW THEREFORE, the Council of The Corporation of the District of West Vancouver enacts as follows:

Part 1 Citation

- 1.1 This bylaw may be cited as Zoning Bylaw No. 4662, 2010, Amendment Bylaw No. 5196, 2022.

Part 2 Severability

- 2.1 If a portion of this bylaw is held invalid by a Court of competent jurisdiction, then the invalid portion must be severed and the remainder of this bylaw is deemed to have been adopted without the severed section, subsection, paragraph, subparagraph, clause or phrase.

Part 3 Amends the CD1 Zone

- 3.1 Zoning Bylaw No. 4662, 2010, Schedule A, Section 601 – CD1 (Evelyn Drive) is hereby amended as follows:

- 3.1.1 By deleting Section 601.03(1) in its entirety and replacing it with the following:
 - (a) “The total number of dwelling units in the CD1 zone shall not exceed 459 dwelling units”
- 3.1.2 By deleting Section 601.03(2)(d) in its entirety and replacing it with the following:
 - (a) “apartment units: maximum 370”
- 3.1.3 By deleting Section 601.04(5) in its entirety and replacing it with the following:
 - (a) “For the lands identified in Section 601.01 as Area B, the density referred to in Section 601.04(1) shall be increased to a maximum floor area of 40,041 square metres”

READ A FIRST TIME on [Date]

PUBLICATION OF NOTICE OF PUBLIC HEARING on [Date]

PUBLIC HEARING HELD on [Date]

READ A SECOND TIME on [Date]

READ A THIRD TIME on [Date]

APPROVED by the Minister of Transportation and Infrastructure on [Date]

ADOPTED by the Council on [Date].

Mayor

Corporate Officer



District of West Vancouver

APPENDIX E
to RTC Evelyn by Onni Lot 8

Housing Agreement Authorization Bylaw No. 5197, 2022
(Evelyn by Onni Lot 8)

Effective Date:

**Housing Agreement Authorization
Bylaw No. 5197, 2022**

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District of West Vancouver

Housing Agreement Authorization Bylaw No. 5197, 2022

A bylaw to enter into housing agreements.

WHEREAS the Council of The Corporation of the District of West Vancouver and Onni Taylor Way Properties Ltd. are to enter into housing agreements under section 483 of the *Local Government Act* to restrict the use of land;

NOW THEREFORE, the Council of The Corporation of the District of West Vancouver enacts as follows:

Part 1 Citation

- 1.1 This bylaw may be cited as Housing Agreement Authorization Bylaw No. 5197, 2022.

Part 2 Severability

- 2.1 If a portion of this bylaw is held invalid by a Court of competent jurisdiction, then the invalid portion must be severed and the remainder of this bylaw is deemed to have been adopted without the severed section, subsection, paragraph, subparagraph, clause or phrase.

Part 3 Housing Agreement

- 3.1 The District of West Vancouver is authorized to enter into housing agreements under section 483 of the *Local Government Act*, substantially in the form attached to this bylaw as **Schedule A and Schedule B**, with Onni Taylor Way Properties Ltd. or its nominee, in respect of land located at:
- 3.1.1 Lot 8 Arthur Erickson Place, West Vancouver and legally described as PID 028-828-500, LOT 8 BLOCK B DISTRICT LOT 1040 GROUP 1 NEW WESTMINSTER DISTRICT PLAN BCP50603

Schedules

Schedule A – Affordable Rental Units Housing Agreement

Schedule B – Market Rental Units Housing Agreement

READ A FIRST TIME on [Date]

READ A SECOND TIME on [Date]

READ A THIRD TIME on [Date]

ADOPTED by the Council on [Date].

Mayor

Corporate Officer

Schedule A

Affordable Rental Units Housing Agreement

SECTION 219 COVENANT – HOUSING AGREEMENT

(Section 219 *Land Title Act*)

THIS AGREEMENT is dated for reference March ____, 2022.

BETWEEN:

ONNI TAYLOR WAY PROPERTIES LTD.

a company duly incorporated under the laws of the Province of British Columbia and
having its registered office at Suite 200 – 1010 Seymour Street,
Vancouver, BC V6B 3M6

(the “**Owner**”)

AND:

DISTRICT OF WEST VANCOUVER

a municipal corporation having its offices at 750 – 17th Street, West
Vancouver, BC V7V 3T3

(the “**District**”)

WHEREAS:

- A. The Owner is the registered owner of the Lands (as hereinafter defined);
- B. Section 219 of the *Land Title Act*, permits the registration of a covenant of a negative or positive nature in favour of the District in respect of the use of land, construction on land or the subdivision of land, and section 483 of the *Local Government Act* authorizes the District to enter into housing agreements;
- C. The Owner and the District wish to enter into this Agreement (as herein defined) to provide for affordable housing on the terms and conditions set out in this agreement; and
- D. The Owner and the District wish to enter into this Agreement to restrict the use of the Lands on the terms and conditions of this agreement, to have effect as a covenant under section 219 of the *Land Title Act*, and a housing agreement under section 483 of the *Local Government Act*.

WHEREAS THIS AGREEMENT WITNESSES that for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge and agree to and will not be denied, the Owner and the District covenant and agree pursuant to section 219 of the *Land Title Act* and section 483 of the *Local Government Act* as follows:

ARTICLE I DEFINITIONS AND INTERPRETATION

Section 1.01 Definitions

In this agreement, the following words have the following meanings:

- (a) **“Affordable Housing Units”** means and includes each of the seventeen (17) Dwelling Units to be constructed in the Building on the Lands in accordance with this Agreement, and identified by the Owner under section 2.1 of this Agreement;
- (b) **“Agreement”** means this Section 219 Covenant – Housing Agreement together with all schedules, attachments and priority agreements attached hereto;
- (c) **“Below-Market Rent”** means, in respect of an Affordable Housing Unit, monthly rent that is at least 20% less than the Fair Market Rent for that Affordable Housing Unit;
- (d) **“Building”** means the building to be built on the Lands which includes the Affordable Housing Units as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of any construction contemplated by the Development Permit, and for clarity does not include any buildings or portions thereof on the Lands that do not contain Affordable Units;
- (e) **“District”** and **“District of West Vancouver”**, means the Municipality of West Vancouver;
- (f) **“Development Permit”** means Development Permit No. 20-003 issued by the District authorizing development on the Lands;
- (g) **“Dwelling Unit”** means each of the residential dwelling units located or to be located in the Building and includes, where the context permits, an Affordable Housing Unit;

- (h) “**Eligible Tenant**” means, for any given time period, a Household having an annual Household Income that is at or below the 80th percentile income value for couple families within the District of West Vancouver with two children published by Statistics Canada, or its successor in function, for the most recent census year, for British Columbia, provided that if Statistics Canada, or its successor in function, discontinues publication of the income for couple families with two children for British Columbia, the District shall determine the household income value for the purpose of this definition;
- (i) “**Fair Market Rent**” means the monthly rent which would be paid for a Dwelling Unit as between persons dealing in good faith and at arm’s length for a similar residential dwelling of comparable size and number of bedrooms in buildings similar in location, age, quality and materials as the Building;
- (j) “**Household**” means an individual or all of the individuals that occupy or propose to occupy an Affordable Housing Unit;
- (k) “**Household Income**” means, for any period of time, the aggregate of gross income from all sources of a Household, based on the most recent tax returns filed with the Canada Revenue Agency for that period of time;
- (l) “**Lands**” meaning the following lands situated in the District of West Vancouver:

PID: 028-828-500
 Lot 8 Block B District Lot 1040 Group 1 New Westminster District
 Plan BCP50603;

which may be altered, consolidated, or subdivided by the Owner from time to time;
- (m) “**LTO**” means the New Westminster Land Title Office or its successor;
- (n) “**Occupancy Permit**” means a permit issued by the District authorizing the use and occupation of any building, development or partial development on the Lands;
- (o) “**Owner**” means the party described on page 1 of this Agreement as the Owner and any subsequent or other owner of the Lands or of any part into which the Lands are Subdivided; and

- (p) **“Tenancy Agreement”** means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit.

Section 1.02 Interpretations

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (e) any reference to any enactment is to the enactment in force on the date the Owner signs this Agreement, and to subsequent amendments to or replacements of the enactment;
- (f) the provisions of section 25 of the Interpretation Act with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;
- (i) reference to a “party” is a reference to a party to this Agreement and to that party’s respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a “party” also includes an Eligible Tenant, agent, officer and invitee of the party;
- (j) reference to a “day”, “month”, “quarter” or “year” is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided; and
- (k) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”.

ARTICLE II
CONSTRUCTION, USE AND OCCUPANCY OF HOUSING UNITS

2.1 The Owner shall not start the construction of any residential building on the Land unless the Owner has identified on the building permit drawings submitted to the District for the Building at least 17 Dwelling Units as Affordable Housing Units and thereafter, each of those identified Dwelling Units shall be Affordable Housing Units;

2.2 The Owner agrees that no Dwelling Unit on the Lands shall be used or occupied for residential purposes until:

(a) all of the Affordable Housing Units have been completed and are, in the opinion of the District's Building Inspector, suitable for occupancy; and

(b) the Owner has registered a modification of this Agreement to append or attach one or more drawings showing the location and approximate boundaries and dimensions of the Affordable Housing Units.

2.3 The Owner agrees that an Affordable Housing Unit may only be used as a permanent residence occupied by one Eligible Tenant, who is not the Owner or a member of the Owner's family. For the purposes of this Article, "permanent residence" means usual, main, regular, habitual, principal residence, abode or home.

2.4 Within 60 days after receiving notice from the District, the Owner must, in respect of each Affordable Housing Unit, provide to the District a statutory declaration, substantially in the form attached as Appendix A, containing all of the information required to complete the statutory declaration. The District may request such statutory declaration in respect to each Affordable Housing Unit no more than once in any calendar year; provided, however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the District may request and the Owner shall provide to the District such further declaration as requested by the District in respect to an Affordable Housing Unit if, in the District's absolute determination, the District believes that the Owner is in breach of any of its obligations under this Agreement.

2.5 The Owner covenants and agrees with the District that the Owner cause this Agreement to be registered against title to the Lands in priority to all financial charges and encumbrances, and if the District provides the Owner a notice of this Agreement in a form registrable under s. 483 of the Local Government Act, the Owner shall apply to register the notice at its sole cost.

2.6 The Term of this Agreement being the useful life of the Building that contains the Affordable Housing Units.

ARTICLE III
DISPOSITION OF AFFORDABLE HOUSING UNITS

3.1 The Owner will not permit an Affordable Housing Unit Tenancy Agreement to be subleased or assigned, except to an Eligible Tenant and only pursuant to the terms of this Agreement.

3.2 During the Term, the Owner must not rent, lease, license or otherwise permit occupancy of any Affordable Housing Unit except to an Eligible Tenant and except in accordance with the following additional conditions:

- (a) the Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
- (b) the monthly rent payable for the Affordable Housing Unit will not exceed the Below-Market Rent;
- (c) no Affordable Housing Unit shall be rented on less than a 30 day rental period, whatsoever;
- (d) to the extent permissible under the *Residential Tenancy Act*, the Owner will include in the Tenancy Agreement a clause requiring the Eligible Tenant of the Affordable Housing Unit to comply with this Agreement;
- (e) to the extent permissible under the *Residential Tenancy Act*, the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
 - i. an Affordable Housing Unit is occupied by a person or persons other than an Eligible Tenant;
 - ii. the annual income of an Eligible Tenant rises more than 7.5% above the applicable maximum amount specified in section 1.1(j) of this Agreement;
 - iii. the Affordable Housing Unit is occupied by more than the number of people the District's building inspector determines can reside in the Affordable Housing Unit given the number and size of bedrooms in the Affordable Housing Unit and in light of any relevant standards set by the District in any bylaws of the District;

- iv. the Affordable Housing Unit remains vacant for three consecutive months or longer, notwithstanding the timely payment of rent; and/or
- v. the Eligible Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part, and in the case of each breach, the Owner hereby agrees with the District to forthwith provide to the Eligible Tenant a notice of termination. To the extent permissible under the *Residential Tenancy Act*, the notice of termination shall provide that the termination of the tenancy shall be effective thirty (30) days following the date of the notice of termination;
- (f) the Tenancy Agreement will identify all occupants of the Affordable Housing Unit and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing at the Affordable Housing Unit for more than fourteen (14) consecutive days or more than forty-five (45) days total in any calendar year; and
- (g) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the District upon written request.

3.3 If the Owner has terminated the Tenancy Agreement, then the Owner shall, subject to applicable law, including the *Residential Tenancy Act*, use commercially reasonable efforts to cause the Eligible Tenant and all other persons that may be in occupation of the Affordable Housing Unit to vacate the Affordable Housing Unit on or before the effective date of termination.

ARTICLE IV

SUBDIVISION RESTRICTIONS

4.1 The Owner agrees that the Land shall not be subdivided except by way of air space subdivision plan to create, *inter alia*, an air space parcel for all of the Affordable Housing Units and thereafter the air space parcel for all of the Affordable Housing Units shall not be further subdivided. For clarity, this Section 4.1 is not intended to restrict the Owner from creating more than one air space parcel by way of the air space parcel subdivision or from further subdividing any other air space parcels or remainder lots pursuant to the *Strata Property Act* (British Columbia).

4.2 If the Land is subdivided to create one or more air space parcels in accordance with Section 4.1, this Agreement shall apply only to the air space parcel containing the Affordable Housing Units and the Owner may deliver to the District a registrable discharge of this Agreement from any other part of the Land,

and the District shall sign the discharge and return it to the Owner for immediate registration, at the Owner's cost.

ARTICLE V DEMOLITION

5.1 The Owner will not demolish an Affordable Housing Unit unless:

- (a) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that it is no longer reasonable or practical to repair or replace any structural component of an Affordable Housing Unit, and the Owner has delivered to the District a copy of the engineer's or architect's report;
- (b) the Building in which an Affordable Housing Unit is located is damaged or destroyed to the extent of 40% or more of its value; and
- (c) a demolition permit for the Affordable Housing Unit has been issued by the District and the Affordable Housing Unit has been or will be demolished under that permit.

5.2 For clarity, the issuance by the District of a demolition permit for an Affordable Housing Unit does not terminate or modify this Agreement in respect of that Affordable Housing Unit, or any Dwelling Unit that may be constructed to replace the demolished Affordable Housing Unit.

ARTICLE VI STRATA CORPORATION BYLAWS

6.1 This Agreement will be binding upon all strata corporations ("Strata Corporation") created upon a strata title subdivision of the Lands that contains the Affordable Housing Units.

6.2 Any Strata Corporation bylaw which prevents, restricts or abridges the right to use the Affordable Housing Units as affordable rental accommodation will have no force and effect.

ARTICLE VII DEFAULT AND REMEDIES

7.1 Notice of Default

The District may give to the Owner written notice to cure a default under this Agreement within 60 days of receipt of notice or such longer period as reasonably required if such default cannot be cured by the Owner acting diligently. The notice must specify the nature of the default. The Owner must act with diligence to correct the default within the time specified.

7.2 Costs

The Owner will pay to the District on demand by the District all the District's reasonable costs of exercising its rights or remedies under this Agreement.

7.3 Specific Performance

The Owner agrees that, without affecting any other rights or remedies the District may have in respect of any breach of this Agreement that continues beyond the cure period, the District is entitled to obtain an order for specific performance of this agreement and a prohibitory or mandatory injunction in respect of any breach by the Owner of this Agreement that continues beyond the cure period. The Owner agrees that this is reasonable given the public interest in ensuring the provision of affordable housing in the District.

7.4 No Penalty or Forfeiture

The Owner acknowledges and agrees that it is entering into this Agreement to benefit the public interest in providing Affordable Housing Units for Eligible Tenant, and that the District's rights and remedies under this Agreement are necessary to ensure that this purpose is carried out, and the District's rights and remedies under this Agreement are fair and reasonable and ought not to be construed as a penalty or forfeiture.

7.5 Contravention of *Residential Tenancy Act*

Notwithstanding anything else set out in this Agreement, the Owner will not be liable for any default or breach of this Agreement to the extent that the Owner is in default of a covenant or obligation under this Agreement as a result of the Owner not being able to comply with such covenant or obligation as a result of the requirements and obligations of an owner to a tenant under the *Residential Tenancy Act*.

7.6 Cumulative Remedies

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

ARTICLE VIII MISCELLANEOUS

8.1 The Owner agrees that the terms and conditions of this Agreement constitute a covenant in respect of the use of the Land, including any Affordable Housing Units to be constructed on the Land, annexed to and running with the Land and that the Land shall only be used and occupied in accordance with the terms of this Agreement.

8.2 Subdivision

Nothing in this Agreement prevents the Owner from subdividing, consolidating, or apportioning the Lands into two or more lots, strata lots, air space parcels or similar divisions. It is the intention that this Agreement is, if separate legal parcels are created and/or the Lands subdivided, to charge and secure only the legal parcel(s) which contain Affordable Housing Units and the District shall at the Owner's request, without further District council approval, authorization, or bylaw, promptly partially discharge this Agreement from legal parcels that do not contain Affordable Housing Units.

8.3 Management and Long-Term Maintenance

The Owner covenants and agrees that, in order to ensure the long-term maintenance of the Affordable Housing Units, it will furnish good and efficient management of the Affordable Housing Units and will permit representatives of the District to inspect the Affordable Housing Units at any reasonable time, subject to the notice provisions in the Residential Tenancy Act. The Owner further covenants and agrees that it will maintain the Affordable Housing Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands. The District acknowledges and agrees that the Affordable Housing Units need not be managed by the same manager and the manager or managers of any Dwelling Units which are not Affordable Housing Units.

8.4 Indemnity

The Owner will indemnify and save harmless the District and each of its elected officials, 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) the use or occupancy of any Affordable Housing Unit;

- (b) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
- (c) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Affordable Housing Unit or the enforcement of any Tenancy Agreement; and
- (d) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

8.5 Release

The Owner hereby releases and forever discharges the District and each of its elected officials, officers, employees, directors, 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 or which would or could not occur but for the:

- (a) construction, maintenance, repair, ownership, lease, license, operation or management of the Lands or any Affordable Housing Unit under this Agreement;
- (b) the exercise by the District of any of its rights under this Agreement or an enactment.

8.6 District's Powers Unaffected

This Agreement does not:

- (a) affect or limit the discretion, rights, duties or powers of the District under any enactment or at common law, including in relation to the use or subdivision of the Lands;
- (b) impose on the District any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
- (c) affect or limit any enactment relating to the use or subdivision of the Lands;
or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.

8.7 Agreement for Benefit of District Only

The Owner and the District agree that:

- (a) this Agreement is entered into only for the benefit of the District;
- (b) this Agreement is not intended to protect the interests of the Owner, any Eligible Tenant, or any future owner, lessee, occupier or user of the Lands or the building or any portion thereof, including any Affordable Housing Unit; and
- (c) the District may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.

8.8 No Public Law Duty

Where the District is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the District is under no public law duty of fairness or natural justice in that regard and agrees that the District may do any of those things in the same manner as if it were a private party and not a public body.

8.9 Notice

Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of the Owner set out in the records at the LTO, and in the case of the District addressed to the address set out above to the attention of the Director of Planning and Development Services or to the most recent postal address provided in a written notice given by each of the parties to the other. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery.

8.10 Enuring Effect

This Agreement will extend to and be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

8.11 Severability

If any provision of this Agreement is found to be invalid or unenforceable, such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect.

8.12 Waiver

All remedies of the District will be cumulative and may be exercised by the District in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the District exercising any or all remedies will not prevent the later exercise of any remedy for the same breach or any similar or different breach.

8.13 Sole Agreement

This Agreement, and any documents signed by the Owner contemplated by this Agreement, represent the whole agreement between the District and the Owner respecting the use and occupation of the Affordable Housing Units, and there are no warranties, representations, conditions or collateral agreements made by the District except as set forth in this Agreement. In the event of any conflict between this Agreement and any other agreement, this Agreement shall, to the extent necessary to resolve such conflict, prevail.

8.14 Further Assurance

Upon request by the District the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the District to give effect to this Agreement.

8.15 No Joint Venture

Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the District or give the Owner any authority to bind the District in any way.

8.16 Applicable Law

Unless the context otherwise requires, the laws of British Columbia (including, without limitation, the Residential Tenancy Act) will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia.

8.17 Deed and Contract

By executing and delivering this Agreement the Owner intends to create both a contract and a deed executed and delivered under seal.

8.18 Joint and Several

If the Owner is comprised of more than one person, firm or body corporate, then the covenants, agreements and obligations of the Owner shall be joint and several.

8.19 Limitation on Owner's Obligations

The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands or the Building, as the case may be, provided however that notwithstanding that the Owner is no longer the registered owner of the Lands or the Building, as the case may be, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered owner of the Lands.

IN WITNESS WHEREOF, each of the parties has duly executed this Agreement, effective as of the date first above written.

Appendix A
Statutory Declaration

Statutory Declaration template to be included prior to LTO registration.

Schedule B
Market Rental Units Housing Agreement

SECTION 219 COVENANT – HOUSING AGREEMENT

(Section 219 *Land Title Act*)

MARKET RENTAL

THIS AGREEMENT is dated for reference March ____, 2022.

BETWEEN:

ONNI TAYLOR WAY PROPERTIES LTD.

a company duly incorporated under the laws of the Province of British Columbia and
having its registered office at Suite 200 – 1010 Seymour Street,
Vancouver, BC V6B 3M6

(the “**Owner**”)

AND:

DISTRICT OF WEST VANCOUVER

a municipal corporation having its offices at 750 – 17th Street, West
Vancouver, BC V7V 3T3

(the “**District**”)

WHEREAS:

- A. The Owner is the registered owner of the Lands (as hereinafter defined);
- B. Section 219 of the *Land Title Act*, permits the registration of a covenant of a negative or positive nature in favour of the District in respect of the use of land, construction on land or the subdivision of land, and section 483 of the *Local Government Act* authorizes the District to enter into housing agreements;
- C. The Owner and the District wish to enter into this Agreement (as herein defined) to provide for market rental housing on the terms and conditions set out in this agreement; and
- D. The Owner and the District wish to enter into this Agreement to restrict the use of the Lands on the terms and conditions of this agreement, to have effect as a covenant under section 219 of the *Land Title Act*, and a housing agreement under section 483 of the *Local Government Act*.

WHEREAS THIS AGREEMENT WITNESSES that for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge and agree to and will not be denied, the Owner and the District covenant and agree pursuant to section 219 of the *Land Title Act* and section 483 of the *Local Government Act* as follows:

ARTICLE I DEFINITIONS AND INTERPRETATION

Section 1.01 Definitions

In this agreement, the following words have the following meanings:

- (a) **“Agreement”** means this Section 219 Covenant – Housing Agreement together with all schedules, attachments and priority agreements attached hereto;
- (b) **“Building”** means the building to be built on the Lands which includes the Rental Housing Units as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of any construction contemplated by the Development Permit, and for clarity does not include any buildings or portions thereof on the Lands that do not contain Rental Housing Units;
- (c) **“District”** and **“District of West Vancouver”**, means the Municipality of West Vancouver;
- (d) **“Development Permit”** means Development Permit No. 20-003 issued by the District authorizing development on the Lands;
- (e) **“Dwelling Unit”** means each of the residential dwelling units located or to be located in the Building and includes, where the context permits, an Rental Housing Unit;
- (f) **“Fair Market Rent”** means the monthly rent which would be paid for a Dwelling Unit as between persons dealing in good faith and at arm’s length for a similar residential dwelling of comparable size and number of bedrooms in buildings similar in location, age, quality and materials as the Building;
- (g) **“Household”** means an individual or all of the individuals that occupy or propose to occupy an Rental Housing Unit;

- (h) “**Lands**” meaning the following lands situated in the District of West Vancouver:

PID: 028-828-500

Lot 8 Block B District Lot 1040 Group 1 New Westminster District
Plan BCP50603;

which may be altered, consolidated, or subdivided by the Owner from time to time;

- (i) “**LTO**” means the New Westminster Land Title Office or its successor;
- (j) “**Occupancy Permit**” means a permit issued by the District authorizing the use and occupation of any building, development or partial development on the Lands;
- (k) “**Owner**” means the party described on page 1 of this Agreement as the Owner and any subsequent or other owner of the Lands or of any part into which the Lands are Subdivided; and
- (l) “**Related Person**” means, where the registered or beneficial Owner of the Rental Housing Units, is:
- i. a corporation (as such term is defined in the Business Corporations Act (British Columbia)), then a Related Person is:
 1. an officer, director, or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
 2. the spouse, parent, child, sibling, niece, or nephew of any such officer, director or shareholder; or
 - ii. an individual, then a Related Person is the spouse, parent, child, sibling, niece, or nephew of such individual;
- (m) “**Rental Housing Air Space Parcel**” has the meaning set out in Section 4.1 below;
- (n) “**Rental Housing Units**” means and includes each of the one hundred twenty-two (122) Dwelling Units to be constructed in the Building on the

Lands in accordance with this Agreement, and identified by the Owner under section 2.1 of this Agreement;

- (o) “**Tenancy Agreement**” means a tenancy agreement, lease, license or other agreement granting rights to occupy an Rental Housing Unit; and
- (p) “**Tenant**” means an occupant of a Rental Housing Unit by way of a Tenancy Agreement.

Section 1.02 Interpretations

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (e) any reference to any enactment is to the enactment in force on the date the Owner signs this Agreement, and to subsequent amendments to or replacements of the enactment;
- (f) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;
- (i) reference to a “party” is a reference to a party to this Agreement and to that party’s respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a “party” also includes a Tenant, agent, officer and invitee of the party;
- (j) reference to a “day”, “month”, “quarter” or “year” is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided; and

- (k) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”.

ARTICLE II

CONSTRUCTION, USE AND OCCUPANCY OF HOUSING UNITS

2.1 The Owner shall not start the construction of any residential building on the Land unless the Owner has identified on the building permit drawings submitted to the District for the Building at least 122 Dwelling Units as Rental Housing Units and thereafter, each of those identified Dwelling Units shall be Rental Housing Units;

2.2 The Owner agrees that no Dwelling Unit on the Lands shall be used or occupied for residential purposes until:

- (a) all of the Rental Housing Units have been completed and are, in the opinion of the District’s Building Inspector, suitable for occupancy; and
- (b) the Owner has registered a modification of this Agreement to append or attach one or more drawings showing the location and approximate boundaries and dimensions of the Rental Housing Units.

2.3 The Owner agrees that a Rental Housing Unit may only be used as rental accommodation by a Tenant who is not an Owner or Related Person on a month-to-month or longer basis pursuant to a Tenancy Agreement in accordance with this Agreement.

2.5 The Owner covenants and agrees with the District that the Owner cause this Agreement to be registered against title to the Lands in priority to all financial charges and encumbrances, and if the District provides the Owner a notice of this Agreement in a form registrable under s. 483 of the *Local Government Act*, the Owner shall apply to register the notice at its sole cost.

2.6 The Term of this Agreement being the useful life of the Building that contains the Rental Housing Units.

ARTICLE III

DISPOSITION OF RENTAL HOUSING UNITS

3.1 The Owner will not permit a Rental Housing Unit Tenancy Agreement to be subleased or assigned, except to a Tenant pursuant to the terms of this Agreement.

3.2 During the Term, the Owner must not rent, lease, license or otherwise permit occupancy of any Rental Housing Unit except to a Tenant and except in accordance with the following additional conditions:

- (a) the Rental Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;

- (b) no Rental Housing Unit shall be rented on less than a 30 day rental period, whatsoever;
- (c) to the extent permissible under the *Residential Tenancy Act*, the Owner will include in the Tenancy Agreement a clause requiring the Tenant of the Rental Housing Unit to comply with this Agreement;
- (d) to the extent permissible under the *Residential Tenancy Act*, the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
 - i. the Rental Housing Unit is occupied by more than the number of people the District's building inspector determines can reside in the Rental Housing Unit given the number and size of bedrooms in the Rental Housing Unit and in light of any relevant standards set by the District in any bylaws of the District;
 - ii. the Rental Housing Unit remains vacant for three consecutive months or longer, notwithstanding the timely payment of rent; and/or
 - iii. the Tenant subleases the Rental Housing Unit or assigns the Tenancy Agreement in whole or in part,and in the case of each breach, the Owner hereby agrees with the District to forthwith provide to the Tenant a notice of termination. To the extent permissible under the *Residential Tenancy Act*, the notice of termination shall provide that the termination of the tenancy shall be effective thirty (30) days following the date of the notice of termination;
- (f) the Tenancy Agreement will identify all occupants of the Rental Housing Unit and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing at the Rental Housing Unit for more than fourteen (14) consecutive days or more than forty-five (45) days total in any calendar year; and
- (g) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the District upon written request.

3.3 If the Owner has terminated the Tenancy Agreement, then the Owner shall, subject to applicable law, including the *Residential Tenancy Act*, use commercially reasonable efforts to cause the Tenant and all other persons that may be in

occupation of the Rental Housing Unit to vacate the Rental Housing Unit on or before the effective date of termination.

3.4 The Owner covenants and agrees with the District that the Owner may not, without the prior written consent of the District, acting in its sole discretion, sell or transfer less than 10 Rental Housing Units in a single or related series of transactions with the result that when the purchaser or transferee of the Rental Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than 10 Rental Housing Units.

3.5 The Owner further agrees that it will not sell or transfer any Rental Housing Units pursuant to Section 3.4 unless the Owner includes in any agreements relating to such sale, transfer or disposition a covenant binding upon the purchaser or transferee in favour of the District whereby the Purchaser assumes and agrees to observe and perform the terms of this Agreement.

3.6 The Owner further agrees that it will not sell or transfer any Rental Housing Units pursuant to Section 3.4 to a Related Person without the prior written consent of the District, acting in its sole discretion.

ARTICLE IV SUBDIVISION RESTRICTIONS

4.1 The Owner agrees that the Lands shall not be subdivided except by way of air space subdivision plan to create, *inter alia*, an air space parcel containing all of the Rental Housing Units (the “**Rental Housing Air Space Parcel**”) and thereafter the Rental Housing Air Space Parcel shall not be further subdivided except pursuant to the Strata Property Act (British Columbia). For clarity, this Section is not intended to restrict the Owner from subdividing the Lands by air space parcel subdivision plan to create more air space parcels in addition to the Rental Housing Air Space Parcel or from further subdividing the remainder portion of the Lands pursuant to the *Strata Property Act* (British Columbia).

4.2 If the Lands are subdivided to create one or more air space parcels in accordance with Section 4.1, this Agreement shall apply only to the Rental Housing Air Space Parcel and the Owner may deliver to the District a registrable discharge of this Agreement from any other part of the Land, and the District shall sign the discharge and return it to the Owner for immediate registration, at the Owner’s cost.

4.3 If the Lands are subdivided pursuant to the *Strata Property Act* (British Columbia) such that the Rental Housing Units are in a strata corporation, this Agreement shall remain noted on the index of the common property of the strata corporation stored in the LTO and against title to the strata lot(s) being the Rental Housing Units. The Owner may deliver to the District a registrable discharge of this

Agreement from any other strata lots, and the District shall sign the discharge and return it to the Owner for immediate registration, at the Owner's cost.

ARTICLE V DEMOLITION

5.1 The Owner will not demolish a Rental Housing Unit unless:

- (a) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that it is no longer reasonable or practical to repair or replace any structural component of an Rental Housing Unit, and the Owner has delivered to the District a copy of the engineer's or architect's report;
- (b) the Building in which an Rental Housing Unit is located is damaged or destroyed to the extent of 40% or more of its value; and
- (c) a demolition permit for the Rental Housing Unit has been issued by the District and the Rental Housing Unit has been or will be demolished under that permit.

5.2 For clarity, the issuance by the District of a demolition permit for a Rental Housing Unit does not terminate or modify this Agreement in respect of that Rental Housing Unit, or any Dwelling Unit that may be constructed to replace the demolished Rental Housing Unit.

ARTICLE VI STRATA CORPORATION BYLAWS

6.1 This Agreement will be binding upon all strata corporations ("**Strata Corporation**") created upon a strata title subdivision of the Lands that contains the Rental Housing Units.

6.2 Any Strata Corporation bylaw which prevents, restricts or abridges the right to use the Rental Housing Units as rental accommodation will have no force and effect.

6.3 No Strata Corporation shall pass any bylaws preventing, restricting, or abridging the use of the Rental Housing Units as rental housing.

ARTICLE VII DEFAULT AND REMEDIES

7.1 Notice of Default

The District may give to the Owner written notice to cure a default under this Agreement within 60 days of receipt of notice or such longer period as reasonably required if such default cannot be cured by the Owner acting diligently. The notice

must specify the nature of the default. The Owner must act with diligence to correct the default within the time specified.

7.2 Costs

The Owner will pay to the District on demand by the District all the District's reasonable costs of exercising its rights or remedies under this Agreement.

7.3 Specific Performance

The Owner agrees that, without affecting any other rights or remedies the District may have in respect of any breach of this Agreement that continues beyond the cure period, the District is entitled to obtain an order for specific performance of this agreement and a prohibitory or mandatory injunction in respect of any breach by the Owner of this Agreement that continues beyond the cure period. The Owner agrees that this is reasonable given the public interest in ensuring the provision of Rental housing in the District.

7.4 No Penalty or Forfeiture

The Owner acknowledges and agrees that it is entering into this Agreement to benefit the public interest in providing Rental Housing Units for residents of the District, and that the District's rights and remedies under this Agreement are necessary to ensure that this purpose is carried out, and the District's rights and remedies under this Agreement are fair and reasonable and ought not to be construed as a penalty or forfeiture.

7.5 Contravention of *Residential Tenancy Act*

Notwithstanding anything else set out in this Agreement, the Owner will not be liable for any default or breach of this Agreement to the extent that the Owner is in default of a covenant or obligation under this Agreement as a result of the Owner not being able to comply with such covenant or obligation as a result of the requirements and obligations of an owner to a tenant under the *Residential Tenancy Act*.

7.6 Cumulative Remedies

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

ARTICLE VIII MISCELLANEOUS

8.1 The Owner agrees that the terms and conditions of this Agreement constitute a covenant in respect of the use of the Land, including any Rental Housing Units to be constructed on the Land, annexed to and running with the Land and that the Land shall only be used and occupied in accordance with the terms of this Agreement.

8.2 Subdivision

Nothing in this Agreement prevents the Owner from subdividing, consolidating, or apportioning the Lands into two or more lots, strata lots, air space parcels or similar divisions. It is the intention that this Agreement is, if separate legal parcels are created and/or the Lands subdivided, to charge and secure only the legal parcel(s) which contain Rental Housing Units and the District shall at the Owner's request, without further District council approval, authorization, or bylaw, promptly partially discharge this Agreement from legal parcels that do not contain Rental Housing Units.

8.3 Management and Long-Term Maintenance

The Owner covenants and agrees that, in order to ensure the long-term maintenance of the Rental Housing Units, it will furnish good and efficient management of the Rental Housing Units and will permit representatives of the District to inspect the Rental Housing Units at any reasonable time, subject to the notice provisions in the Residential Tenancy Act. The Owner further covenants and agrees that it will maintain the Rental Housing Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands. The District acknowledges and agrees that the Rental Housing Units need not be managed by the same manager and the manager or managers of any Dwelling Units which are not Rental Housing Units.

8.4 Indemnity

The Owner will indemnify and save harmless the District and each of its elected officials, 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) the use or occupancy of any Rental Housing Unit;
- (b) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;

- (c) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Rental Housing Unit or the enforcement of any Tenancy Agreement; and
- (d) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

8.5 Release

The Owner hereby releases and forever discharges the District and each of its elected officials, officers, employees, directors, 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 or which would or could not occur but for the:

- (a) construction, maintenance, repair, ownership, lease, license, operation or management of the Lands or any Rental Housing Unit under this Agreement;
- (b) the exercise by the District of any of its rights under this Agreement or an enactment.

8.6 District's Powers Unaffected

This Agreement does not:

- (a) affect or limit the discretion, rights, duties or powers of the District under any enactment or at common law, including in relation to the use or subdivision of the Lands;
- (b) impose on the District any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
- (c) affect or limit any enactment relating to the use or subdivision of the Lands;
or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.

8.7 Agreement for Benefit of District Only

The Owner and the District agree that:

- (a) this Agreement is entered into only for the benefit of the District;

- (b) this Agreement is not intended to protect the interests of the Owner, any Tenant, or any future owner, lessee, occupier or user of the Lands or the building or any portion thereof, including any Rental Housing Unit; and
- (c) the District may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.

8.8 No Public Law Duty

Where the District is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the District is under no public law duty of fairness or natural justice in that regard and agrees that the District may do any of those things in the same manner as if it were a private party and not a public body.

8.9 Notice

Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of the Owner set out in the records at the LTO, and in the case of the District addressed to the address set out above to the attention of the Director of Planning and Development Services or to the most recent postal address provided in a written notice given by each of the parties to the other. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery.

8.10 Enuring Effect

This Agreement will extend to and be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

8.11 Severability

If any provision of this Agreement is found to be invalid or unenforceable, such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect.

8.12 Waiver

All remedies of the District will be cumulative and may be exercised by the District in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the District exercising any or all remedies will not prevent the later exercise of any remedy for the same breach or any similar or different breach.

8.13 Sole Agreement

This Agreement, and any documents signed by the Owner contemplated by this Agreement, represent the whole agreement between the District and the Owner respecting the use and occupation of the Rental Housing Units, and there are no warranties, representations, conditions or collateral agreements made by the District except as set forth in this Agreement. In the event of any conflict between this Agreement and any other agreement, this Agreement shall, to the extent necessary to resolve such conflict, prevail.

8.14 Further Assurance

Upon request by the District the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the District to give effect to this Agreement.

8.15 No Joint Venture

Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the District or give the Owner any authority to bind the District in any way.

8.16 Applicable Law

Unless the context otherwise requires, the laws of British Columbia (including, without limitation, the Residential Tenancy Act) will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia.

8.17 Deed and Contract

By executing and delivering this Agreement the Owner intends to create both a contract and a deed executed and delivered under seal.

8.18 Joint and Several

If the Owner is comprised of more than one person, firm or body corporate, then the covenants, agreements and obligations of the Owner shall be joint and several.

8.19 Limitation on Owner's Obligations

The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands or the Building, as the case may be, provided however that notwithstanding that the Owner is no longer the registered owner of the Lands or the Building, as the case may be, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered owner of the Lands.

IN WITNESS WHEREOF, each of the parties has duly executed this Agreement, effective as of the date first above written.

Appendix A
Statutory Declaration

Statutory Declaration template to be included prior to LTO registration.



District of West Vancouver
Proposed
Development Permit No. 20-003

CURRENT OWNER: ONNI TAYLOR WAY PROPERTIES LTD.

THIS DEVELOPMENT PERMIT APPLIES TO:

CIVIC ADDRESS: LOT 8 ARTHUR ERICKSON PLACE

LEGAL DESCRIPTION: 028-828-500
LOT 8 BLOCK B DISTRICT LOT 1040 GROUP 1 NEW
WESTMINSTER DISTRICT PLAN BCP50603
(the 'LANDS')

1.0 This Development Permit:

- (a) imposes requirements and conditions for the development of the Lands, which are designated by the Official Community Plan as the Evelyn Drive Development Permit Area to promote a high standard of development that responds appropriately to slope conditions, minimizes visual impact to surrounding properties, and encourages a visually attractive development at this entry to West Vancouver, and subject to Guidelines BF-B12 specified in the Official Community Plan; and
- (b) is issued subject to the Owner's compliance with all of the Bylaws of the District applicable to the Lands, except as varied or supplemented by this Permit.

2.0 The following requirements and conditions shall apply to the Lands:

- 2.1 Building, structures, on-site parking, driveways and site development shall take place in accordance with the attached **Schedule A**.
- 2.2 Zoning Bylaw No. 4662, 2010, as amended, shall be varied to allow the building contained in the attached **Schedule A** as follows:
 - (a) Section 601.05 (1) (Site Coverage) is increased shown on the attached Schedule A;
 - (b) Section 601.06(1) (Building Height) is increased as shown on the attached Schedule A;
 - (c) Section 601.06(2)(b) (Number of Storeys) is increased for the apartment building as shown on the attached Schedule A;
 - (d) Section 601.07 (Yards) are reduced for the apartment building as shown on the attached Schedule A.
- 2.3 Sprinklers must be installed in all areas as required under the Fire Protection and Emergency Response Bylaw No. 4366, 2004.
- 2.4 On-site landscaping shall be installed at the cost of the Owner in accordance with the attached Schedule A.

- 2.5 Sustainability measures and commitments shall take place in accordance with the attached Schedule A.
- 2.6 All balconies decks and patios are to remain fully open and unenclosed and the weather wall must remain intact.
- 2.7 Where provided for on Schedule A, balconies, decks and patios may be provided with external glass weather protection devices, but in any case the weather wall must remain intact.

3.0 Prior to commencing site work or Building Permit issuance, whichever occurs first, the Owner must:

- 3.1 Provide and implement a plan for traffic management during construction to the satisfaction of the District's Manager of Development Engineering.
- 3.2 Install tree, vegetation and/or hedge protection measures as required to the satisfaction of the District's Environmental Protection Officer.
- 3.3 Submit a "Sediment and Erosion Plan" to the District's Environmental Protection Officer for approval, which the Owner shall comply with and be responsible for maintaining, repairing and implementing the sediment control measures.

4.0 Prior to Building Permit issuance:

- 4.1 Provide engineering civil drawings detailing works, including but not limited to:
 - (a) storm water management measures;
 - (b) site service connections;
 - (c) new boulevard plan along the frontage of the site including curbs, sidewalk and grading plan; and
 - (d) repaving along the frontage of the Lands,which must be submitted for acceptance, and security provided for the due and property completion of the engineering works, all to the satisfaction of the District's Manager of Land Development.

5.0 Prior to Occupancy Permit issuance:

- 5.1 Prior to final occupancy the applicant must submit documentation demonstrating that the "as-built" development complies with all requirements of this development permit. Any variations must be clearly identified with a rationale and explanation noting that planning staff review and approval may be needed for variations prior to final occupancy.

6.0 Security for Landscaping

- 6.1 Prior to building permit issuance, security for the due and proper completion of the landscaping set forth in section 2.0 of this Development Permit (the "Landscaping Works") shall be provided in the amount of \$500,000 (the "Landscape Deposit") to the District in the form of cash or unconditional, irrevocable auto-renewing letter of credit issued by a Canadian chartered bank or credit union.

6.2 Release of the Landscape Deposit:

(a) Following installation of the Landscaping Works and upon receipt of a certified letter or report by a Landscape Architect in good standing with the British Columbia Society of Landscape Architects to the District stating that:

- a. the Landscaping Works have been installed substantially in accordance with Schedule A; and
- b. any variations that may have been undertaken to the Landscaping Works are clearly identified, including but not limited to:
 - i. any adjustments to retaining walls,
 - ii. changes to the mixture or sizes of any plant materials or trees,
 - iii. completion of any off-site or boulevard works,
 - iv. any areas that received alternative treatment,
 - v. any paving changes, or
 - vi. any other additional or omitted plantings or alterations,

together with a clear rationale and explanation thereof and stating

- c. that a final review with the landscape contractor or consultant of record has been completed, including provision of the date when this final review was completed on,
- d. whether there are any outstanding Landscape Works which are outstanding or which need attention, and
- e. notwithstanding outstanding works in 5.2(a)(d) above, that the Landscaping Works are complete,

then District will release 80% of the initial value of the Landscape Deposit. The remaining 20% of the initial value of the Landscape Deposit shall be retained by the District as a warranty deposit (the "Warranty Deposit") to ensure successful installation of the Landscaping Works.

(b) After a one-year period following certification that the Landscaping Works have been completed, and upon final certification by a Landscape Architect in good standing with the British Columbia Society of Landscape Architects that the Landscaping Works are successful, the District will release the Warranty Deposit.

7.0 This Development Permit lapses if the work authorized herein is not commenced within 24 months of the date this permit is issued.

THE COUNCIL OF WEST VANCOUVER APPROVED THIS PERMIT BY RESOLUTION
PASSED ON [INSERT DATE] .

MAYOR

CORPORATE OFFICER

THE REQUIREMENTS AND CONDITIONS UPON WHICH THIS PERMIT IS ISSUED
ARE ACKNOWLEDGED AND AGREED TO BY THE CURRENT OWNER. IT IS
UNDERSTOOD:

- THAT OTHER PERMITS / APPROVALS MAY BE REQUIRED INCLUDING
PERMITS / APPROVALS FOR BUILDING CONSTRUCTION, SOIL AND ROCK
REMOVAL OR DEPOSIT, BOULEVARD WORKS, AND SUBDIVISION; AND
- THE DEVELOPMENT MUST ATTAIN REQUIREMENTS OF THE BC BUILDING
CODE AND ANY VARIANCES TO THE ZONING BYLAW ARE THE
RESPONSIBILITY OF THE OWNER AND MUST BE RECTIFIED AT THE
BUILDING PERMIT STAGE.

FOR THE PURPOSES OF SECTION 7.0 THIS PERMIT IS ISSUED ON [INSERT DATE] .
(Council report dated March 16, 2022 document # 4790203)

Schedules:

- A. Architectural and Landscape Plans