

AGENDA

PUBLIC HEARING

Tuesday, November 15, 2016

7:00 p.m.

**Council Chamber, Municipal Hall
355 West Queens Road,
North Vancouver, BC**

Council Members:

Mayor Richard Walton
Councillor Roger Bassam
Councillor Mathew Bond
Councillor Jim Hanson
Councillor Robin Hicks
Councillor Doug MacKay-Dunn
Councillor Lisa Muri



www.dnv.org

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PUBLIC HEARING

7:00 p.m.
Tuesday, November 15, 2016
Municipal Hall, Council Chambers
355 West Queens Road, North Vancouver

1503-1519 Crown Street
Six-Storey Residential Building

1. OPENING BY THE MAYOR

2. INTRODUCTION OF BYLAW BY CLERK

The District of North Vancouver Rezoning Bylaw 1345 (Bylaw 8192)

Purpose of Bylaw:

Bylaw 8192 proposes to amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 96 (CD96) and rezone the subject lands from Single Family Residential (RS4) to CD96 to permit the development of a six-storey residential building.

3. PRESENTATION BY STAFF

Presentation: Tamsin Guppy, Planner

4. PRESENTATION BY APPLICANT

Presentation: IRCA Group

5. REPRESENTATIONS FROM THE PUBLIC

6. QUESTIONS FROM COUNCIL

7. COUNCIL RESOLUTION

Recommendation:

THAT the November 15, 2016 Public Hearing be closed;

AND THAT "The District of North Vancouver Rezoning Bylaw 1345 (Bylaw 8192)" be returned to Council for further consideration.

8. CLOSING

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The Corporation of the District of North Vancouver

Bylaw 8192

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

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

1. Citation

This bylaw may be cited as “The District of North Vancouver Rezoning Bylaw 1345 (Bylaw 8192)”.

2. Amendments

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

- (a) Part 2A, Definitions is amended by adding CD 96 to the list of zones that Part 2A applies to.
- (b) Section 301 (2) by inserting the following zoning designation:
“Comprehensive Development Zone 96 CD 96”
- (c) Part 4B Comprehensive Development Zone Regulations by inserting the following, inclusive of Schedule B:

“4B96 Comprehensive Development Zone 96

CD 96

The CD 96 zone is applied to:

1503 – 1519 Crown Street, legally known as:

Lot 1, Block 44, District Lot 204, Plan 1340 PID: 011-284-650

Lot 2, Block 44, District Lot 204, Plan 1340 PID: 014-739-992

Amended Lot 3 (See 196703L) Block 44, District Lot 204, Plan 1340 PID:
014-405 482

Amended Lot 5 (See 196704L), Block 44, District Lot 204, Plan 1340
PID: 014-740-010

4B 96 – 1 Intent

The purpose of the CD 96 Zone is to permit a residential apartment building.

4B 96 – 2 Permitted Uses:

The following *principal* uses shall be permitted in the CD 96 Zone:

- a) Uses Permitted Without Conditions:
Not applicable.
- b) Conditional Uses:
The following *principal* uses are permitted when the conditions outlined in Section 4B 96-3 Conditions of Use, are met:
Live-work use; and
Residential use.

4B 96 – 3 Conditions of Use

- a) ***Residential and live-work:*** *Residential uses* and *live-work uses* are only permitted when the following conditions are met:
 - i) Each dwelling unit has access to private or semi-private outdoor space;
 - ii) Each dwelling unit has exclusive access to a private storage space; and
 - (iii) All aspects of the use are completely contained within an enclosed building except for outdoor amenity areas (roof decks, play areas, and private or semi-private outdoor space).
- b) ***Live-work:*** *Live-work uses* are only permitted when the subject unit has direct access to the street and is located on the ground floor.

4B 96 – 4 Accessory Use

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

4B 96 – 5 Density

- a) The maximum permitted density is 1,120 m² (12,052 square feet) and 8 residential units.
- b) For the purpose of calculating *gross floor area* the following are exempted:

- i. All areas below finished grade including parking and storage areas in the parkade;
- ii. Common amenity areas of up to 55m² (592 square feet); and
- iii. Mechanical and electrical rooms located above the flood construction level.

4B 96 – 6 Amenities

- a) Despite Subsection 4B96 – 5, permitted density in the CD 96 Zone is increased to a maximum of 4,043 m² (43,510 square feet) *gross floor area* and 47 units if \$100,000 is contributed to the municipality to be used for any of the following amenities benefiting the Lynn Creek Town Centre (with allocation and timing of expenditure to be determined by the municipality in its sole discretion):
 - i) The provision or enhancement of public facilities which may include but are not limited to: the community centre, or a day care centre;
 - ii) Improvements to public parks, plazas, trails and greenways;
 - iii) Public art and other beautification projects; and
 - iv) Affordable or special needs housing.

4B96 – 7 Height

- a) The maximum permitted height is 19.5 m (64 feet).

4B 96 – 8 Setbacks

Setback to Building Face	Minimum Required Setback
From Mountain Highway	3.0 m (10 feet)
From Crown Street	4.0 m (13 feet)
From south property line	3.0 m (10 feet)
From east property line	4.0 m (13 feet)

4B 96 – 9 Coverage

- a) Building Coverage: The maximum building coverage is 60%.
- b) Site Coverage: The maximum site coverage is 70%.

4B 96 – 10 Landscaping

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

4B 96- 11 Parking, Loading and Servicing Regulations

- a) Parking and loading are required as follows:

Use	Parking Requirement
<i>Residential</i> Residential dwelling unit	1.1 space/ unit
<i>Residential</i> Visitor Parking	0.1 space / unit
Bicycle Storage	1 space / unit

- b) Except as specifically provided in 4B96-11 (a) and (b) Parking shall be provided in accordance with Part 10 of this Bylaw. “
- (d) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from the Single Family Residential (RS 4) to Comprehensive Development Zone CD 96.

READ a first time October 24th, 2016

PUBLIC HEARING held

READ a second time

READ a third time

Certified a true copy of "Rezoning Bylaw 1345 (Bylaw 8192)" as at Third Reading

Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure on

ADOPTED

Mayor

Municipal Clerk

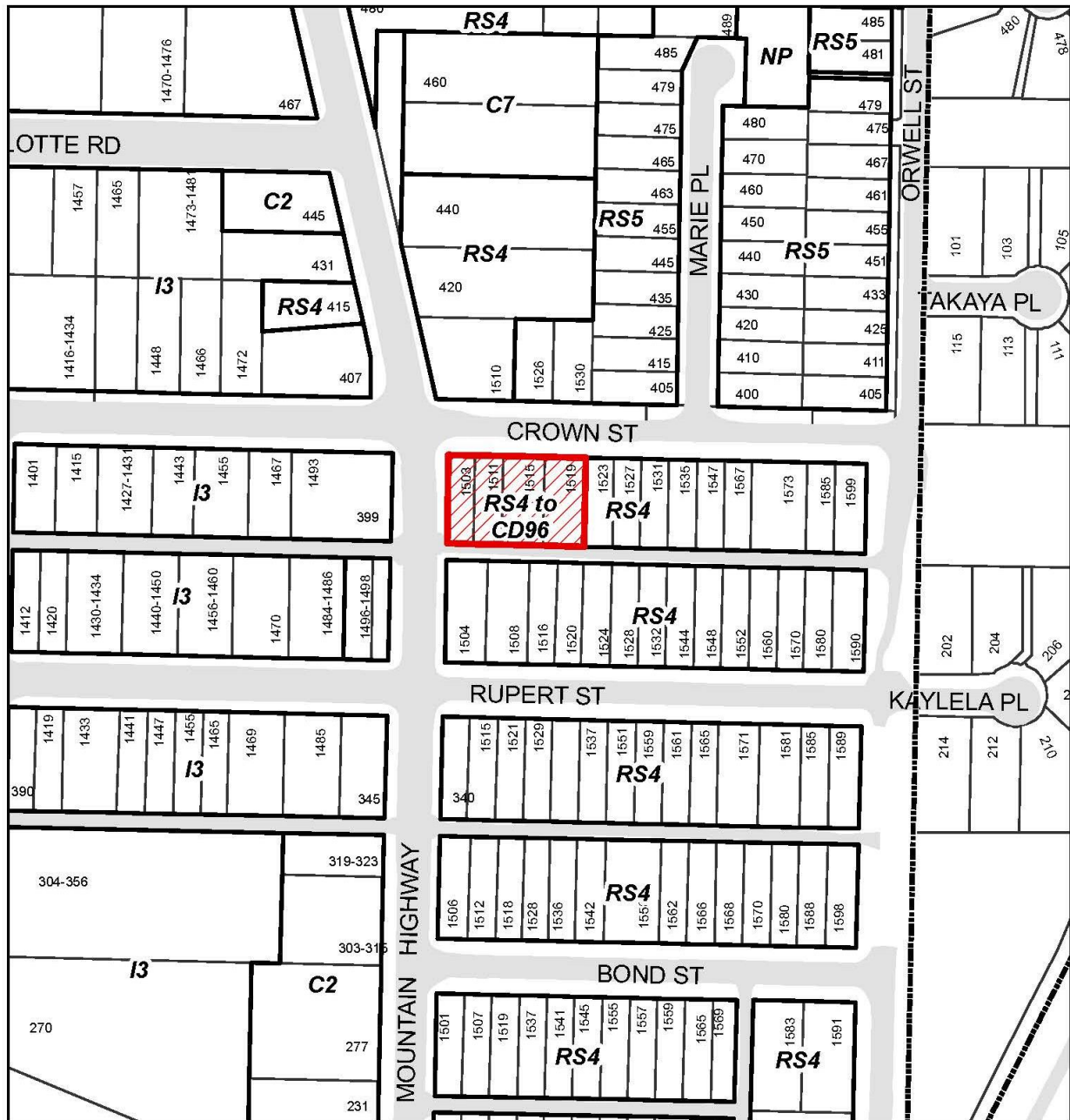
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Municipal Clerk

Schedule A to Bylaw 8192

BYLAW 8192

The District of North Vancouver Rezoning Bylaw 1345 (Bylaw 8192)



SINGLE FAMILY RESIDENTIAL (RS4) TO
COMPREHENSIVE DEVELOPMENT ZONE 96 (CD96)



AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>Oct 24, 2016</u>
<input type="checkbox"/> Other:	Date: _____

 Dept. Manager	 GM/ Director	 CAO
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The District of North Vancouver

REPORT TO COUNCIL

October 3, 2016
File: 3060-20-14.16

AUTHOR: Tamsin Guppy, Community Planning

SUBJECT: 1503 - 1519 CROWN STREET - REZONING
RESIDENTIAL BUILDING

RECOMMENDATION:

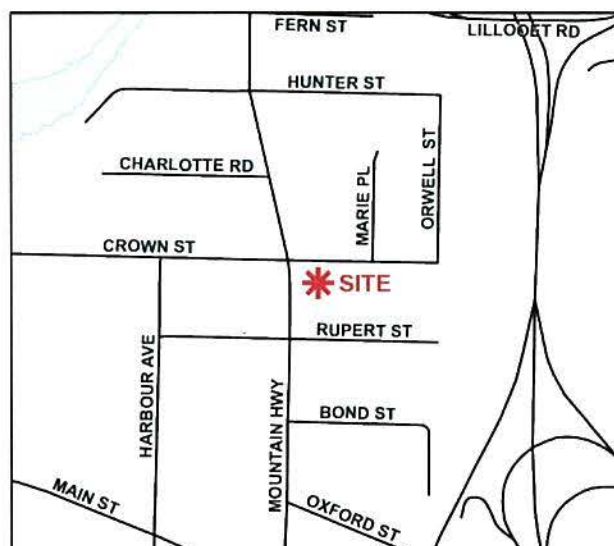
It is recommended that:

1. The "District of North Vancouver Rezoning Bylaw 1345 (Bylaw 8192)" to rezone the subject site from Single Family (RS) to Comprehensive Zone 96 (CD96) to enable the development of a residential building consisting of 47 units, be given FIRST Reading;
2. The "Housing Agreement Bylaw 8193, 2016 (1503-1519 Crown Street)," to prevent future rental restrictions on the subject property, be given FIRST Reading;
3. Bylaw 8192 be referred to a Public Hearing; and
4. The Mayor and Clerk be authorized to execute all necessary documentation to implement the Housing Agreement.

SUMMARY:

The applicant, IRCA Group, proposes to redevelop 4 single family lots located at the south east corner of Crown Street and Mountain Highway in Lynn Creek Town Centre with a 6 storey building consisting of 47 residential units.

The proposal is in keeping with with the Official Community Plan and the *Lower Lynn (Lynn Creek) Town Centre Implementation Plan*.



THE PROPOSAL:

1. The Site and Surrounding Area

The site is located at the south east corner of Crown Street and Mountain Highway in Lynn Creek Town Centre. The property consists of 4 single family lots and is approximately 1,600m² (17,400 square feet) in size.

The site is one block south of Marie Place Park and playground and two blocks south of Seylynn Park. The neighbourhood is served by Lynnmour Elementary School which is located north of the highway, approximately 6 blocks to the north.



Several bus routes serve the site on Mountain Highway (227, 255, 239, 210, and 211) and the site is 5 blocks from Phibbs Exchange (a 5-10 minute walk).



The subject site

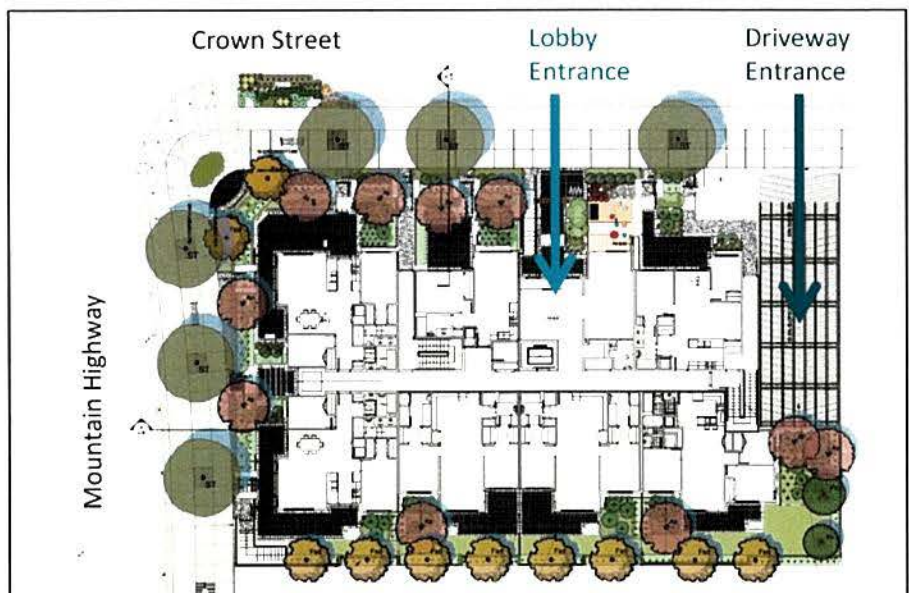
2. The Proposal



The applicant is proposing a 47 unit, 6 storey residential building. In keeping with municipal goals for a broader and more diverse range of unit sizes and styles the proposal includes:

- 13 one bedroom units (28%);
- 27 two bedroom units (57%); and
- 7 three bedroom units (15%).

The main pedestrian access, lobby and amenity room is on Crown Street, and second pedestrian access for ease of use is provided on Mountain Highway. The driveway is on Crown Street and is designed to be shared with a future development to the east.



3. Parking

Parking is located in two levels of underground parking and includes 52 residential stalls and 7 visitor stalls. The project is using the town centre parking ratio, as it is located in Lynn Creek Town Centre, and on several bus routes. Bicycle storage lockers are provided at a rate of 1 space per unit and each locker is large enough for multiple bikes and / or other sports equipment. Electric vehicle charging stations are also proposed.

	Town Centre Standard	Proposed Parking
Residential Parking	52 spaces	52 spaces
Visitor Parking	5 spaces	7 spaces
Total	57 spaces	59 spaces
Bike Lockers		47 lockers

4. Rezoning

Bylaw 8192 presents Comprehensive Development Zone 96, a zone that is tailored to this site and based on the Official Community Plan and the Lower Lynn Town Centre Implementation Plan, which designate the site for 6 storey residential development with an FSR of up to 2.5.

The proposed zone includes provisions for:

- 47 units in a six storey building;
- Square footage based on the OCP density provisions;
- The option for ground level units to be either residential or live-work units;
- Parking at the town centre parking rate; and
- Building setbacks, landscaping requirements, and private open space (balconies and patios) in accordance with the form and character design guidelines.



View of the project's model looking at the corner of Mountain Highway and Crown Street.

5. Community Amenity Contribution

A proforma analysis was done on this project and due to three large and unusual project specific costs (a latecomer for a sanitary sewer improvement, the undergrounding of hydro lines on Mountain Highway, and improvements to the intersection at Crown Street and Mountain Highway) which combined added an estimated \$352,000 to the project costs and reduced the potential amenity contribution to zero.

Despite this, the applicant has volunteered to contribute \$100,000 towards Lynn Creek amenity projects. Amenity projects in Lynn Creek include:

- Lynn Creek Community Centre, including potential programming and operational expenses;
- Rental and Affordable Housing;
- Hunter Street Pedestrian Bridge;
- Seylynn Park upgrades; and
- Public Art.

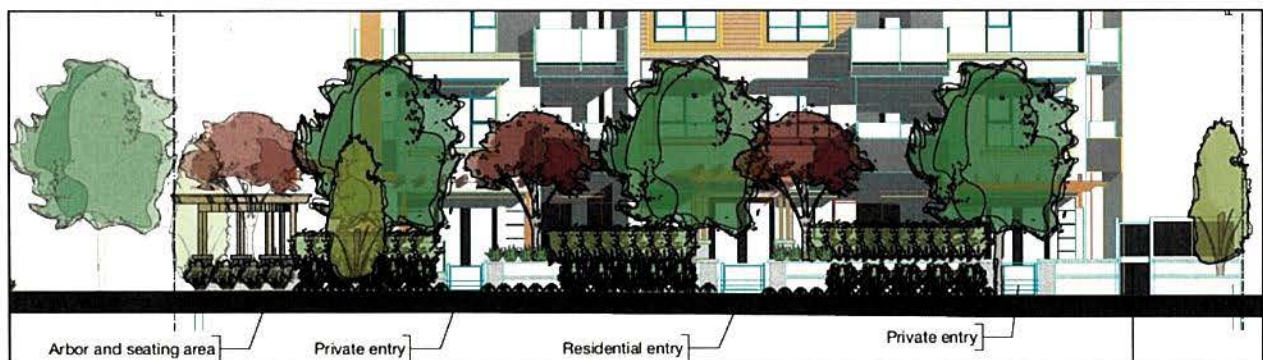
6. Development Permits

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

The proposal is in keeping with the Official Community Design Guidelines for Multi-Family Housing as well as the Lynn Creek Public Realm Guidelines.

Key concepts in the Lynn Creek Public Realm Guidelines addressed by this project include:

- Urban Street Wall (page 85) –the building design provides convenient pedestrian access to both adjacent streets.



Mountain Highway Ground Level Elevation – this view shows the individual and shared access points into the building, that help foster a relationship to the street and create a pleasant and safe pedestrian environment.

- Variation in Building Design and Facade Modulation (page 87) – The proposal uses building articulation, colours, materials and building form to create an interesting geometric and asymmetrical building form that is in keeping with the vision for Lynn Creek.

- Material Selection (page 88) – the choice of building materials and colours are also in keeping with the design guidelines with wood, stone and hardi panels being proposed.

Advisory Design Panel

The Advisory Design Panel considered the application on April 14, 2016 and recommended:

Approval of the project subject to the addressing to the satisfaction of staff the items noted by the Panel in its review of the project.

The issues discussed during the meeting were minor in nature and primarily related to the treatment of landscaping, and the application of materials. These items will be resolved prior to presenting the final designs to Council at time of issuance of the Development Permit.

b) Protection of Development From Hazardous Conditions – Creek Hazard

This site falls within the Development Permit area for Protection from Creek Hazard and as such is required to build to flood construction levels to ensure the habitable areas and mechanical rooms are not at risk of flooding. Northwest Hydraulic Consultants have assessed the risk to this specific site and determined that it is minimal given the existing elevation of the site as compared to the river system but are none the less recommending new construction build to a flood construction level of 9.0m above sea level.

As we have seen on other projects in flood plains, the applicant is proposing to lift up the main level of the building so that all the living units are above the flood construction requirements, which also addresses urban design principles of raising units above the adjacent streets to create a semi-private feeling to the outdoor patios and reduce overlook from pedestrians into the individual units.



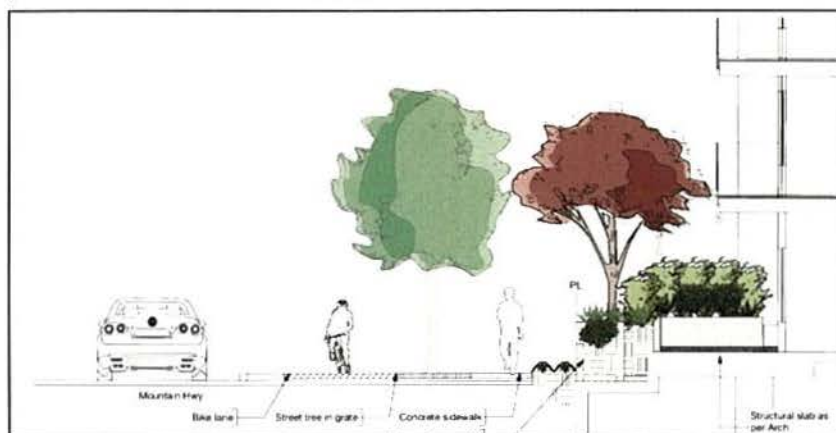
By raising the living areas above the flood construction level there is more privacy given to the ground level units and patio areas.

c) Energy and Water Conservation and Greenhouse Gas Emission Reduction

The applicant is proposing to meet both the Design Guidelines for Energy and Water Conservation and Greenhouse Gas Emission Reduction as well as the District's Green Building Policy and have provided a report from their Green Building Consultant, Eco Group, outlining how the building will achieve an equivalency to Built Green® High Density Gold rating.

7. Street Improvements and Land Dedication

In keeping with the design direction for Lynn Creek, the applicant will provide land dedication on both Mountain Highway and Crown Street to accommodate improvements for cycling, pedestrians and vehicles..



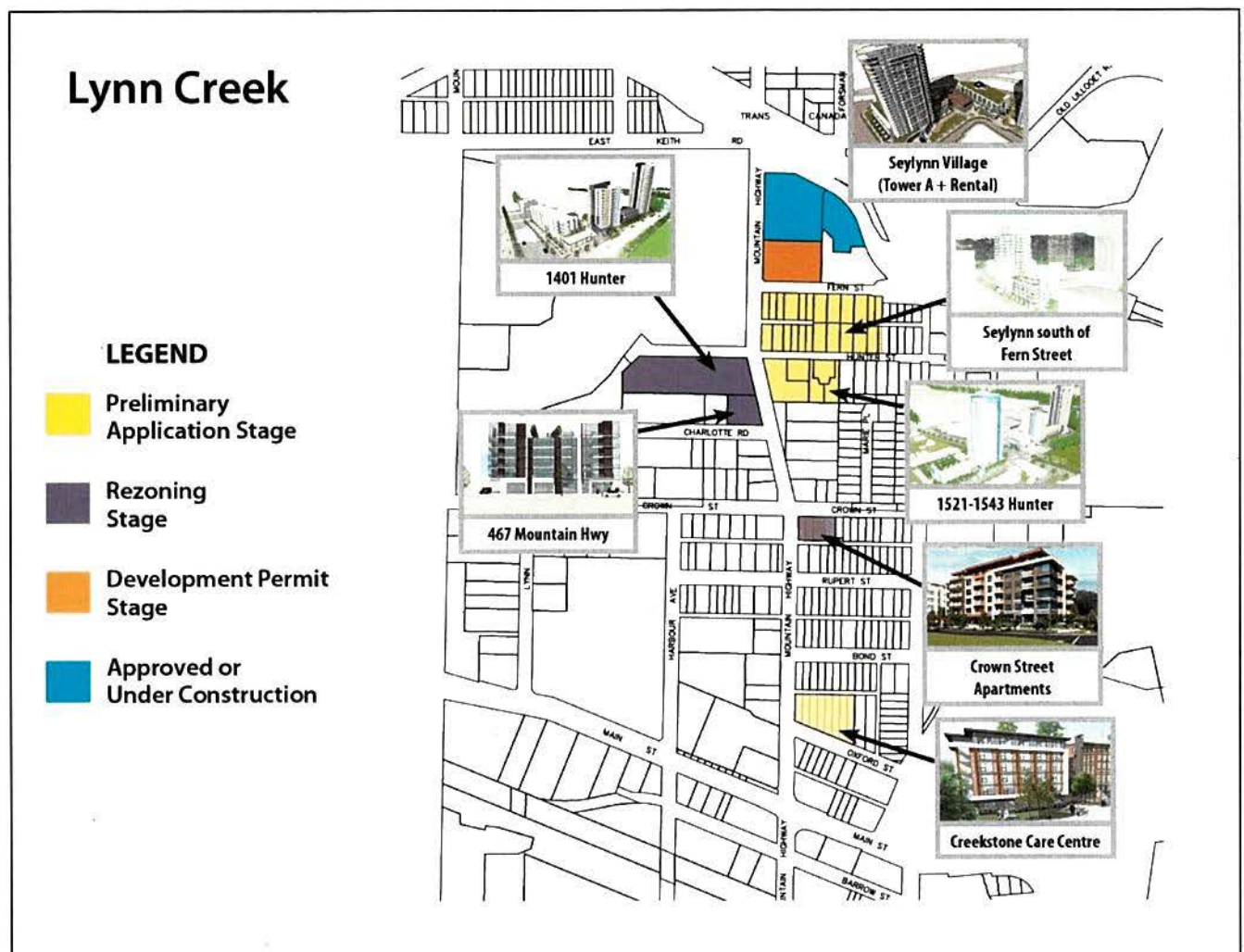
Mountain Highway will ultimately have a separated bike lane as shown to the left, in the short term this portion of the boulevard will be constructed but not signed for bike use until the adjacent portions of the bikeway are operational.

One issue that is still under review is the future undergrounding of hydro lines in the town centre. District staff are working with BC Hydro and a design for the undergrounding of hydro lines on Mountain Highway is already underway. Undergrounding of hydro lines enables applicants to plant larger street trees which creates a more pleasant pedestrian experience and provides greater environmental and storm water management benefits. With regards to the transmission lines on Crown Street which serve the adjacent industrial area, while options are still being explored with BC Hydro, it is less likely that these wires can be completely removed and instead staff are exploring boulevard planting that includes smaller trees and lush shrubs.

This project is also responsible for improvements to the intersection at Crown and Mountain Highway to improve the pedestrian crossing and overall operation of the signal. The project will also include a decorative arbour and seating area at the corner.



8. Construction Management Plan



The above map highlights the mix of projects under construction and anticipated within the Lynn Creek Town Centre.

The applicant has submitted a draft construction management plan and will be required to provide a finalized construction management plan prior to issuance of a building permit and this plan must:

1. Coordinate the construction activities with other developments in the area in order to minimize disruption;
2. Provide safe passage for pedestrians, cyclists, and vehicle traffic;
3. Outline roadway efficiencies (i.e. location of traffic management signs and flaggers);
4. Provide a point of contact for all calls and concerns;
5. Provide a sequence and schedule of construction activities;
6. Ascertain a location for truck marshalling;
7. Develop a plan for trade vehicle parking which is acceptable to the District and minimizes impacts to neighbourhoods;
8. Address silt/dust control and clean-up;

9. Provide a plan for litter clean-up and street sweeping adjacent to the site; and
10. Include a communication plan to notify surrounding businesses and residents.

9. Accessible Design

The application is proposing to meet the District's requirements for accessible design with 100% of the units meeting or exceeding the basic accessible design requirements and 5% meeting the enhanced accessible design standards.

10. Public Input

In accordance with District policy, the applicant held a facilitated public information meeting on April 28, 2016. The meeting spanned the early evening hours allowing both local business owners and residents to attend. Generally the project was well received with questions including:

- Timing of the project;
- Type of construction including questions about alternative heating systems;
- Impacts of construction on the adjacent lane and roads with the key concern being a desire to ensure good access to adjacent homes and businesses during the construction period;
- Unit styles and pricing;
- Parking supply; and
- A desire for a coordinated construction mitigation strategy with the other projects in the area.

The applicant addressed some of the construction impact concerns head on by discussing their early draft construction management plan and strategies for minimizing impacts on the residents.

The District is also addressing local concerns by coordinating construction management plans through staff in the Engineering Department.

11. Implementation

Implementation of this project requires consideration of Rezoning Bylaw 8192, and Housing Agreement Bylaw 8193, as well as issuance of a development permit and registration of legal agreements.

Bylaw 8192 (Attachment B) rezones the subject properties from Single Family (RS4) to a new Comprehensive Development 96 Zone (CD96).

Bylaw 8193, (Attachment C) authorizes the District to enter into a Housing Agreement to ensure that the proposed residential units remain available as rental units.

Prior to adoption of Rezoning Bylaw 8192 the District will enter into a series of legal agreements securing the conditions of rezoning including:

- a green building covenant;
- a storm-water management covenant;
- a flood hazard covenant; and
- a building covenant to secure accessible unit requirements.

12. Concurrence

The project has been reviewed by staff from Environment, Building and Permits, Parks, Engineering Design, Transportation, Policy Planning, Urban Design, Fire and Rescue, and the Arts Office.

CONCLUSION:

This project is consistent with the directions established in the OCP and the Lynn Creek (formally Lower Lynn) Implementation Plan and the associated Lynn Creek Public Realm Guidelines and Transportation Study. It addresses OCP housing policies related to the provision of a range of housing options. The project is now ready for Council's consideration.

Options:

The following options are available Council's consideration:

- 1) Introduce Bylaws 8192 and 8193 and refer Bylaw 8192 to a Public Hearing (staff recommendation); or
- 2) Defeat Bylaw 8192 and 8193 at First Reading.

Respectfully submitted,



Tamsin Guppy
Community Planner

Attachments:

- A – Reduced project plans
- B – Bylaw 8192
- C – Bylaw 8193

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



Crown Street and Mountain Highway



PROPOSED RESIDENTIAL DEV. **FOR IRCA GROUP MOUNTAIN PROJECT CORP.** **1503 TO 1519 CROWN STREET**

CONTACT LIST :

ARCHITECT :
 SALEHI ARCHITECT INC.
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LANDSCAPE ARCHITECT :
 eta Landscape Architecture
 TEL : 604 683 1456

CIVIL ENGINEER :
 CREUS ENGINEERING
 TEL : 604 987 9070

LAND SURVEYOR :
 Bennett Land Surveying Ltd.
 TEL : 604 980 4868

TRAFFIC :
 BUNT & ASSOCIATES ENGINEERING (BC) LTD.
 TEL : 604 685 6427

GEOTECHNICAL :
 GEOPACIFIC CONSULTANTS LTD.
 TEL : 604 439 0922

DRAWINGS LIST

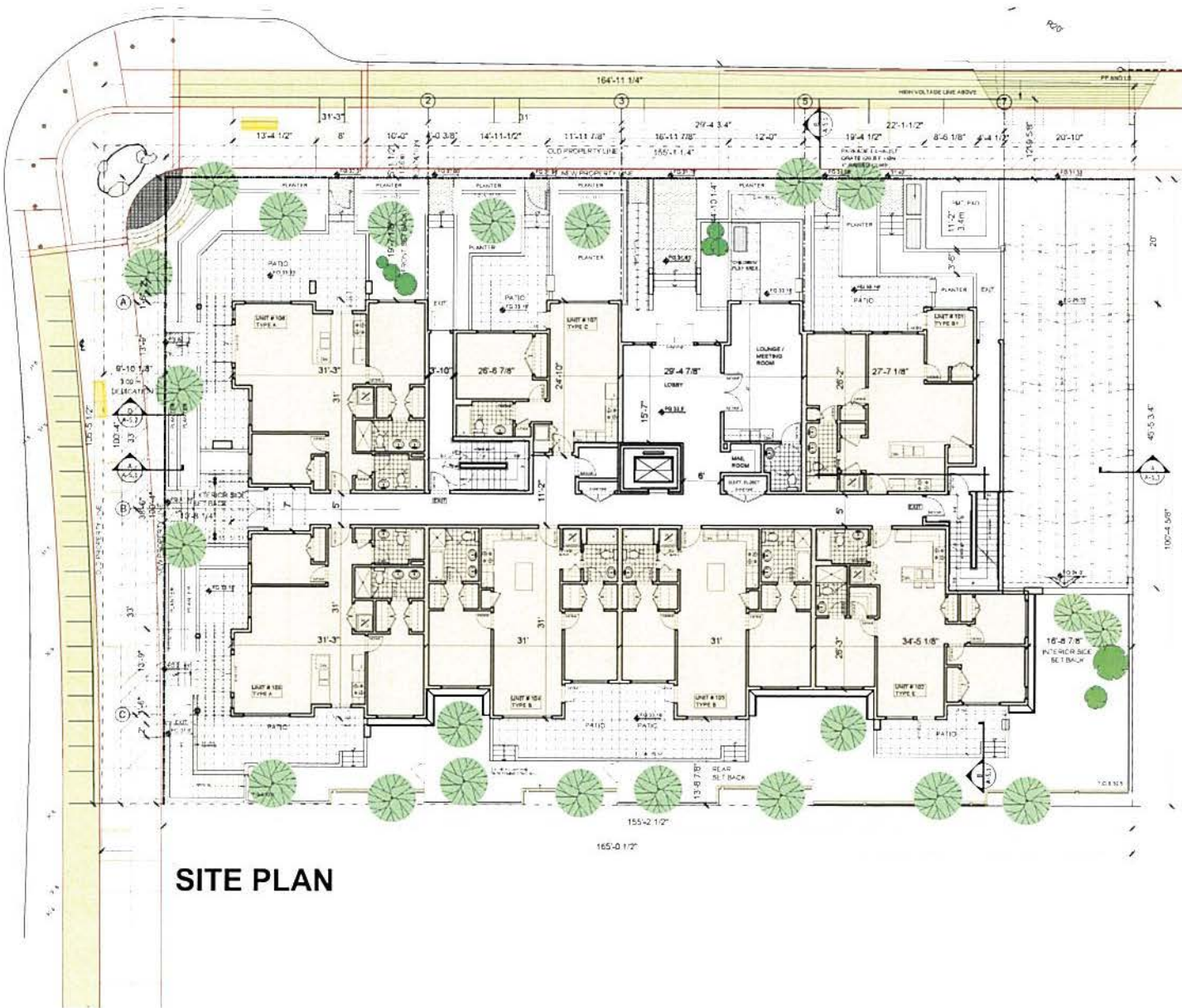
- A-0.00 COVER SHEET
- A-1.1 STATISTICS
- A-1.2 CONTEXT PLAN
- A-2.1 SITE PLAN
- A-2.2 PARKING2
- A-2.3 PARKING1
- A-2.4 FIRST FLOOR PLAN
- A-2.5 SECOND FLOOR PLAN
- A-2.6 THIRD FLOOR PLAN
- A-2.7 FOURTH FLOOR PLAN
- A-2.8 FIFTH FLOOR PLAN
- A-2.9 SIXTH FLOOR PLAN
- A-2.10 ROOF PLAN
- A-3.1 NORTH ELEVATION
- A-3.2 WEST ELEVATION
- A-3.3 SOUTH ELEVATION
- A-3.4 EAST ELEVATION
- A-4.1 SECTION A-A, B-B
- A-4.2 STREET SECTION C-C, D-D
- A-5.1 SHADOW STUDY - MARCH, JUNE
- A-5.2 SHADOW STUDY- SEP, DEC

<p>DATE: 12-07-2014 DRAWN: R.S. CHECKED: R.S.</p>	
<p>DEVELOPMENT PERMIT PACKAGE SUBMITTED :</p>	
<p> SALEHI ARCHITECT INC. 810-2010 MARINE DRIVE VANCOUVER, BC V6V 1A1 TEL : 778 996 7833 FAX : 778 996 7834 E-MAIL : info@salehiarchitect.com</p>	
<p>CLIENT : IRCA DEVELOPMENT LTD</p>	
<p>PROJECT NO. : 05 - 14</p>	
<p>PROJECT : 1503 TO 1519 CROWN STREET RESIDENTIAL APARTMENT</p>	
<p>DRAWING TITLE : COVERSHEET</p>	
<p>SCALE</p>	<p>A-0.0</p>
<p>DATE: 12-07-2014</p>	<p>DRAWN: R.S.</p>
<p>SCALE: N/A</p>	<p>CHECKED: R.S.</p>

MOUNTAIN HIGHWAY

CROWN STREET

SITE PLAN



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DEVELOPMENT PERMIT PACKAGE SUBMITTED:



SALEHI ARCHITECT INC.

434 2300 MARINE DRIVE
NORTH VANCOUVER
TEL: 779 999 7823
EMAIL: INFO@SALEHIARCHITECT.COM

CLIENT:
IRCA DEVELOPMENT LTD.

PROJECT NO.: 05 - 14

PROJECT:
1503 TO 1519 CROWN STREET
RESIDENTIAL APARTMENT

DRAWING TITLE:

SITE PLAN

SEAL

A-2.1

DATE: 12-07-2014

DRAWN: K.S.

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

CHECKED: R.S.



NORTH ELEVATION

FINISH MATERIALS LIST :

- | | |
|--|--|
| 1 FIBER CEMENT HARDIE PANEL - 2125-22 GRAY BROWN R. (BENJAMIN MOORE) | 81 FRI CANOPY POST & BEAMS - CLEAR STAINED |
| 2 FIBER CEMENT HARDIE PANEL - 2125-22 WEDDING VET. (BENJAMIN MOORE) | 82 METAL FLASHING - TO MATCH BACKGROUND COLOUR |
| 3 FIBER CEMENT HARDIE PANEL - 2180-20 MAPLE SUGAR (BENJAMIN MOORE) | 83 EXPOSED CAST IN PLACE CONCRETE ARCHITECTURAL FINISH CONC. WITH CLEAR SEALER |
| 4 HORIZONTAL HARDIE SIDING - 2140-20 MAPLE SUGAR (BENJAMIN MOORE) | 84 PRE CAST CONCRETE CAP |
| 5 HORIZONTAL HARDIE SIDING - BRN GRAY (JAMES HARDIE) | 85 ALUMINUM GATE WITH FROSTED GLASS |
| 6 CULTURED STONE - CORBEL FIELD GREY (CANADIAN STONE) | 86 ALUMINUM SOLAR SHADING |
| 7 RESIDENTIAL VINYL WINDOW FRAMES - BLACK WITH CLEAR GLAZING | 87 CEDAR TIMBER ARBOUR - STAINED CEDAR ARBOUR |
| 8 ALUMINUM GUARDRAIL WITH FROSTED GLAZING CHAIRCAIS | 88 2125-22 DEEP SPACE (BENJAMIN MOORE) |
| | 89 ALUMINUM DOOR - BLACK WITH TEMPLER GLAZING |

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NO.	DESCRIPTION	DATE
1	PRELIMINARY DESIGN	11.27.2019
2	CONCEPTUAL DESIGN	12.10.2019
3	SCHEMATIC DESIGN	11.30.2019
4		
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DEVELOPMENT PERMIT PACKAGE SUBMITTED :



SALEHI ARCHITECT INC.

432-2330 MARINE DRIVE
NORTH VANCOUVER
TEL: 778-898-1833
EMAIL: info@salehiarchitect.com

CLIENT :
IRCA DEVELOPMENT LTD.

PROJECT NO. 05 - 14

PROJECT :
1503 TO 1519 CROWN STREET
RESIDENTIAL APARTMENT

DRAWING TITLE :
NORTH ELEVATION

SEAL :

A-3.1

DATE :
SCALE : N/A
DRAWN : K.S.
CHECKED : R.S.



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14	REVISION	11/11/17
15	REVISION	11/11/17
16	REVISION	11/11/17
17	REVISION	11/11/17

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CLIENT :
IRCA DEVELOPMENT LTD

PROJECT NO. : 05 - 14

PROJECT :
1503 TO 1519 CROWN STREET
RESIDENTIAL APARTMENT

DRAWING TITLE :
WEST ELEVATION

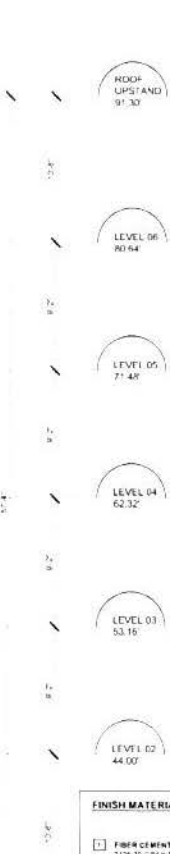
SEAL :
A-3.2

DATE : **DRAWN :** K.S.
SCALE : N/A **CHECKED :** R.S.

- FRESH MATERIALS LIST**
- 1) FIBER CEMENT HARVEST PANEL - 1200x2400 GRAY (BENJAMIN MOORE)
 - 2) FIBER CEMENT HARVEST PANEL - 1200x2400 WILLOW GRAY (BENJAMIN MOORE)
 - 3) FIBER CEMENT HARVEST PANEL - 1200x2400 MAPLE BLACK (BENJAMIN MOORE)
 - 4) HORIZONTAL HARVEST BOARD - 1200x2400 MAPLE BLACK (BENJAMIN MOORE)
 - 5) HORIZONTAL HARVEST BOARD - 1200x2400 MAPLE BLACK (BENJAMIN MOORE)
 - 6) CLAY TILED STONE - CORNFIELD GRAY (CLAYDAWN STONE)
 - 7) REINFORCED CONCRETE FRAME - BLACK WITH CLEAR GLAZING
 - 8) ALUMINUM GLAZING WITH PROTECTED GLAZING - CLEAR GLAZING
 - 9) FOR CANYON POST & BEAMS - CLEAR STAINED
 - 10) METAL FLASHING - TO MATCH BACKGROUND COLOUR
 - 11) FIBER CEMENT HARVEST PANEL - 1200x2400 WILLOW GRAY (BENJAMIN MOORE)
 - 12) FIBER CEMENT HARVEST PANEL - 1200x2400 MAPLE BLACK (BENJAMIN MOORE)
 - 13) ALUMINUM GLAZING WITH PROTECTED GLAZING - CLEAR GLAZING
 - 14) ALUMINUM GLAZING WITH PROTECTED GLAZING - CLEAR GLAZING
 - 15) ALUMINUM GLAZING WITH PROTECTED GLAZING - CLEAR GLAZING
 - 16) ALUMINUM GLAZING WITH PROTECTED GLAZING - CLEAR GLAZING
 - 17) ALUMINUM GLAZING WITH PROTECTED GLAZING - CLEAR GLAZING



EAST ELEVATION



FINISH MATERIALS LIST

- 1 FIBER CEMENT HARDIE PANEL - 2125-32 GREY SUGAR (BENJAMIN MOORE)
- 2 FIBER CEMENT HARDIE PANEL - 2125-15 HAZE (BENJAMIN MOORE)
- 3 FIBER CEMENT HARDIE PANEL - 2183-32 MAPLE SUGAR (BENJAMIN MOORE)
- 4 HORIZONTAL HARDIE SIDING - 2183-32 MAPLE SUGAR (BENJAMIN MOORE)
- 5 HORIZONTAL HARDIE SIDING - 2183-32 MAPLE SUGAR (BENJAMIN MOORE)
- 6 CANTURED STONE - CORBEL EFFIELD GREY (CANTURED STONE)
- 7 RESIDENTIAL VINYL WINDOW FRAMES - BLACK WITH CLEAR GLAZING
- 8 ALUMINUM GUARDRAIL WITH FROSTED GLAZING - CHARCOAL
- 9 FIBER CEMENT POST & BEAMS - CYPRESS
- 10 METAL FLASHING - TO MATCH BACKGROUND COLOUR
- 11 EXPOSED CAST-IN-PLACE CONCRETE - ARCHITECTURAL FINISH COME WITH CYPRESS SEALER
- 12 PRE-CAST CONCRETE CAP
- 13 ALUMINUM GATE WITH FROSTED GLASS
- 14 ALUMINUM SOLAR SHADING
- 15 CEDAR TREES IN POND - 2183-32 MAPLE SUGAR (BENJAMIN MOORE)
- 16 ALUMINUM DOOR - BLACK WITH TEMPERED GLAZING

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15	REVISION	11/11/2021
16	REVISION	11/11/2021

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CLIENT:
IRCA DEVELOPMENT LTD.

PROJECT NO.: 05 - 14

PROJECT:
1503 TO 1519 CROWN STREET
RESIDENTIAL APARTMENT

DRAWING TITLE:

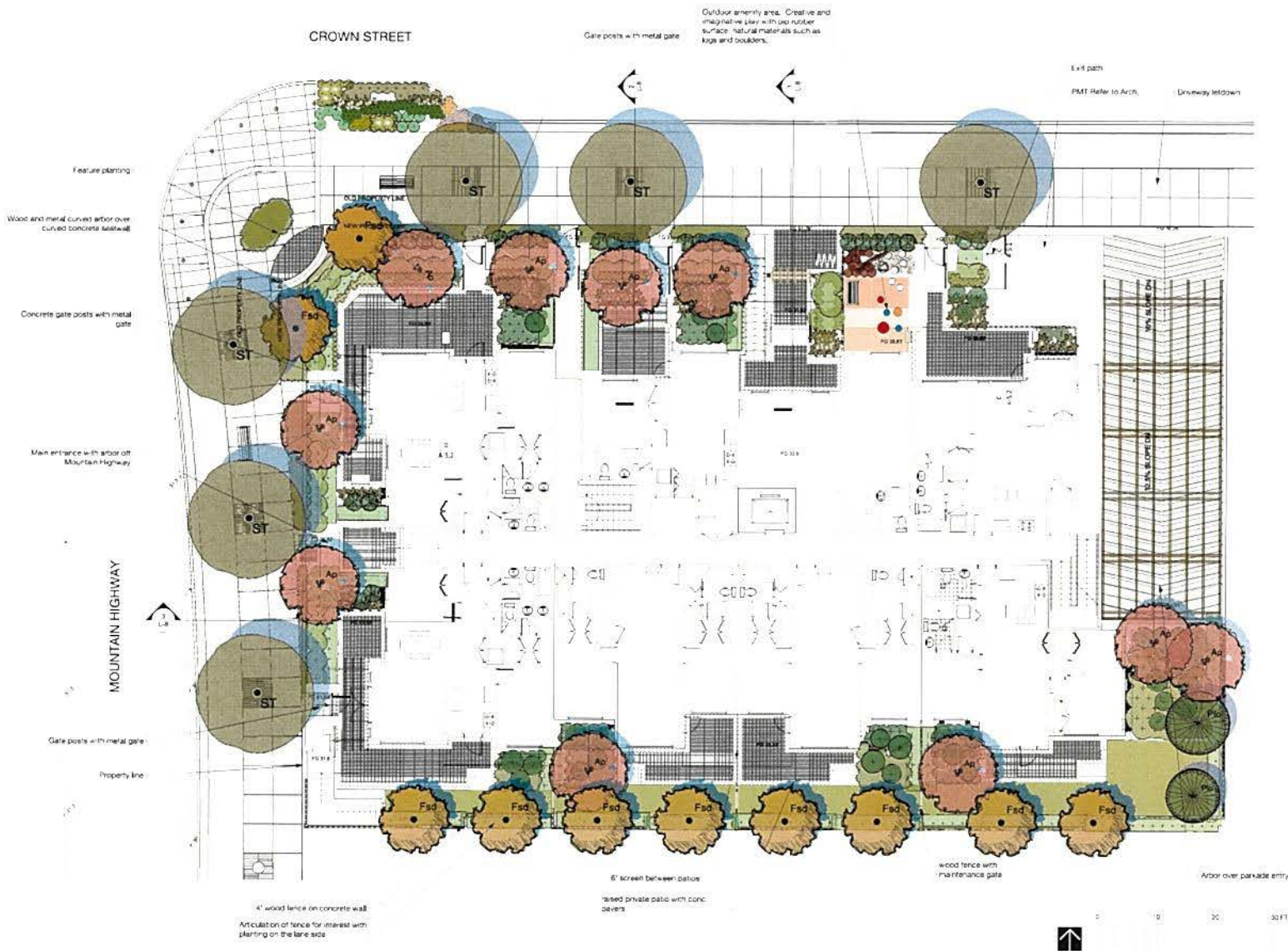
EAST ELEVATION

SEAL

A-3.4

DATE: DRAWN: K.S.

SCALE: 1/4" = 1'-0" CHECKED: H.S.



Revisions

No.	Date	Revised by
1	10/1/15	10/1/15
2	10/1/15	10/1/15
3	10/1/15	10/1/15
4	10/1/15	10/1/15
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Rev.	Date	Revised by
1	10/1/15	10/1/15
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8	10/1/15	10/1/15
9	10/1/15	10/1/15
10	10/1/15	10/1/15

Project Name: 1503 Crown Street Townhomes

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Project: 1503 Crown Street
Townhomes

1503 Crown Street
North Vancouver BC

Working Title

Landscape Site Plan

Legend

Plant Material	Plant Code
ST	21500
Ap	1000
Fad	1000
Plant Material	Plant Code
ST	21500
Ap	1000
Fad	1000
Plant Material	Plant Code
ST	21500
Ap	1000
Fad	1000

1503 Crown Street
Townhomes



1 Elevation: Crown Street
Scale: 1/8" = 1'-0"

PMT, refer to Arch.
Exit
Private entry
Main entry
Private entry
Private entry
Arbor and seating area



2 Elevation: Mountain Hwy
Scale: 1/8" = 1'-0"

Arbor and seating area
Private entry
Residential entry
Private entry
Gate and exit stair from parkade
Lane

Revision
No. Date Description

Rev.	Date	Description
1	3/3/21	Revised for ALP
2	3/31/21	Revised for ALP
3	8/2/21	Revised for ALP
4	8/11/21	Revised for ALP
5	10/1/21	Revised for Development Package

Prepared at Scale

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Project
1503 Crown Street
Townhomes

1503 Crown Street
North Vancouver BC

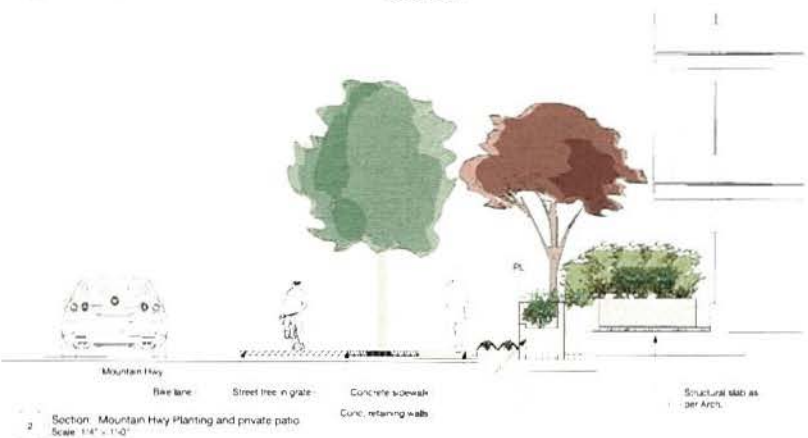
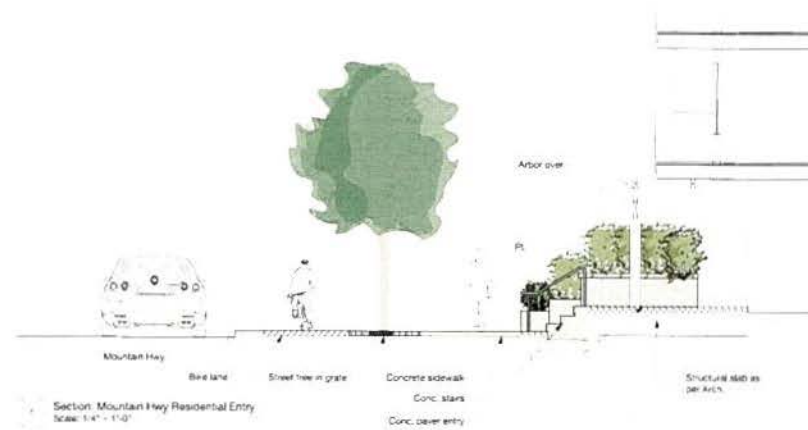
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Elevations

Sheet

Project Name	1503
Client	1503
Architect	1503
Engineer	1503
Contractor	1503
Drawn By	1503
Check By	1503
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Sheet No.	1503
Project No.	1503
Drawn By	1503
Check By	1503
Scale	1/8" = 1'-0"
Sheet No.	1503
Project No.	1503

Print Date
15/02/21



Project:
1503 Crown Street
Townhomes

Rev	Date	Issue/Notes
1	1/1/18	Issued for ACP
2	2/1/18	Issued for ACP
3	3/1/18	Issued for ACP
4	4/1/18	Issued for ACP
5	5/1/18	Issued for ACP

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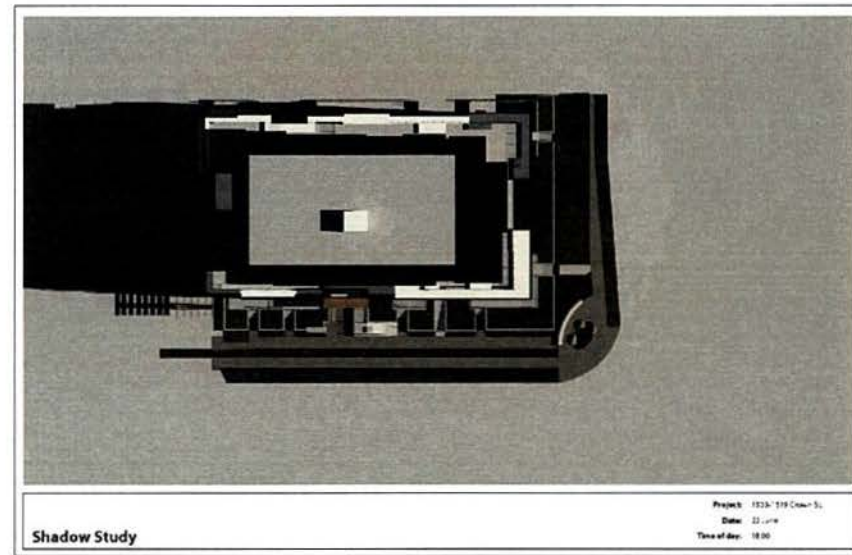
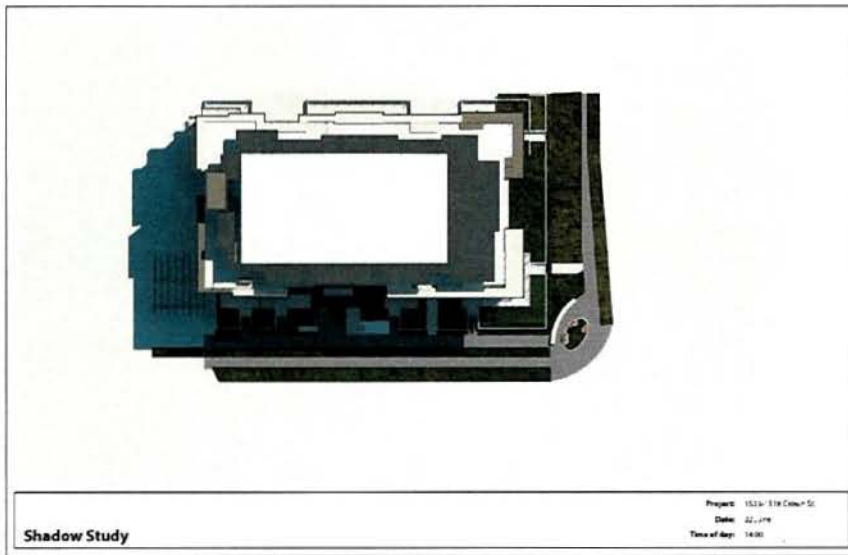
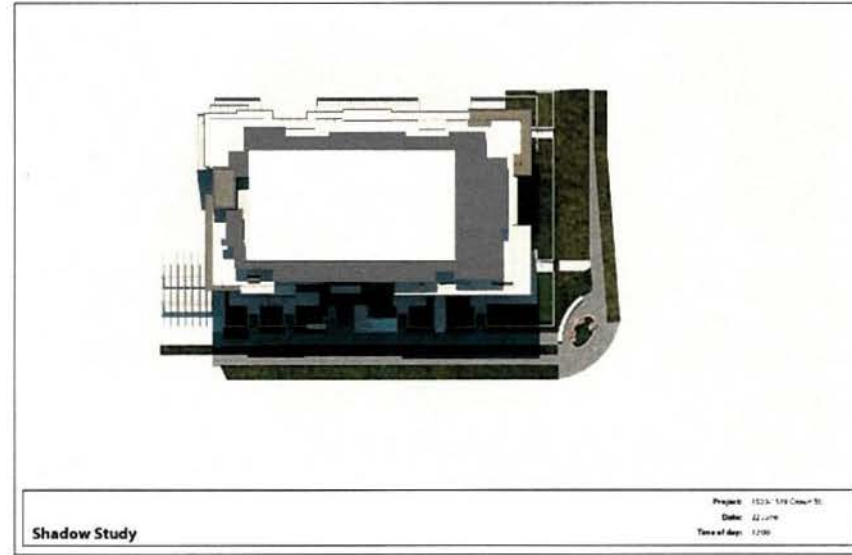
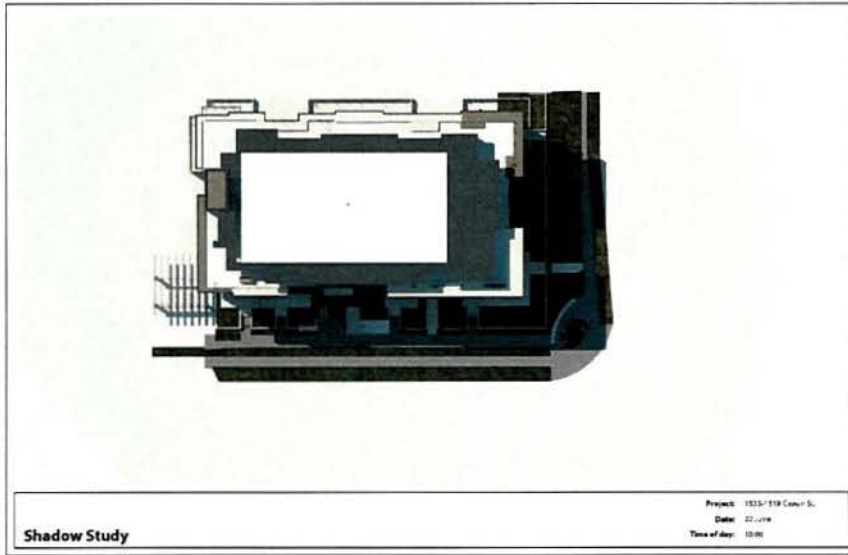
Project:
1503 Crown Street
Townhomes
1503 Crown Street
North Vancouver BC

Drawing: 104
Sections

APP

Project Name	1503
Client	1503
Architect	eta
Engineer	L-8
Designer	1503

1503
1503 Crown Street



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20	REVISION 20:00	22/07/19

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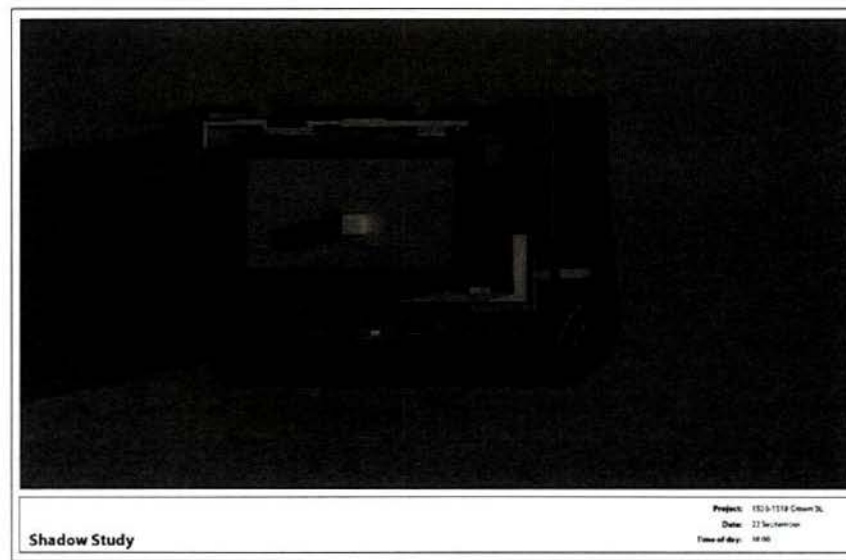
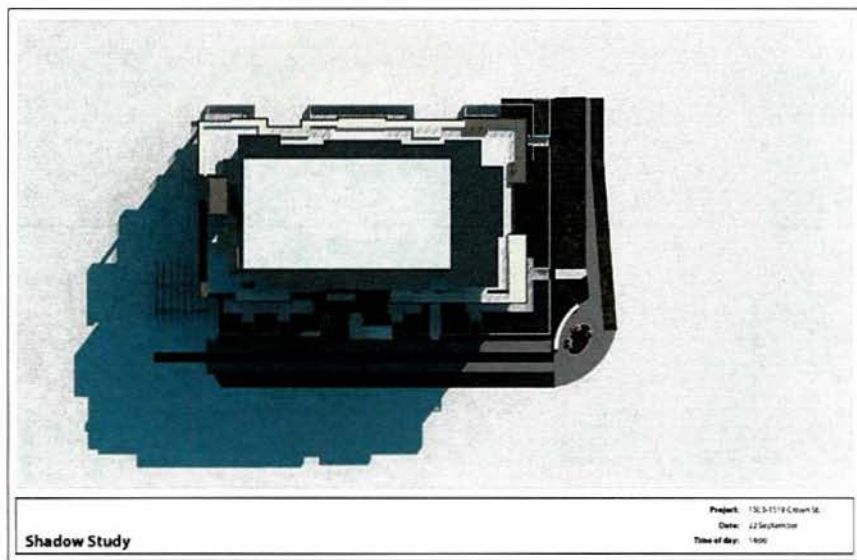
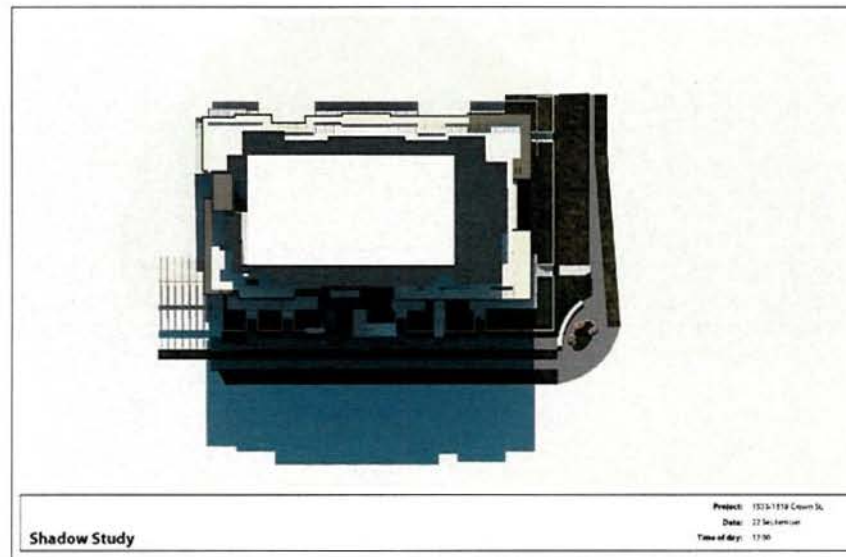
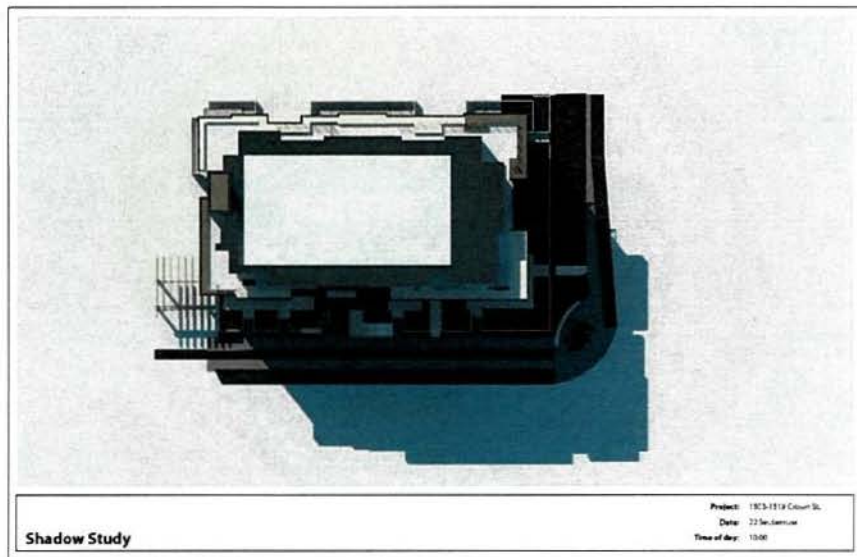
PROJECT :
1503 TO 1519 CROWN STREET
RESIDENTIAL APARTMENT

DRAWING TITLE :
SHADOW STUDIES
JUNE 22nd

SEAL
A-5.2

DATE : **DRAWN :** K.S.

SCALE : N/A **CHECKED :** R.S.



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3	REVISION 3	2023-09-22
4	REVISION 4	2023-09-22
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9	REVISION 9	2023-09-22
10	REVISION 10	2023-09-22

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PROJECT NO. : D5 - 14

PROJECT :
1503 TO 1519 CROWN STREET
RESIDENTIAL APARTMENT

DRAWING TITLE :
SHADOW STUDIES
SEPTEMBER 22nd

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20	PRELIMINARY DESIGN AND CONSTRUCTION	10/10/19

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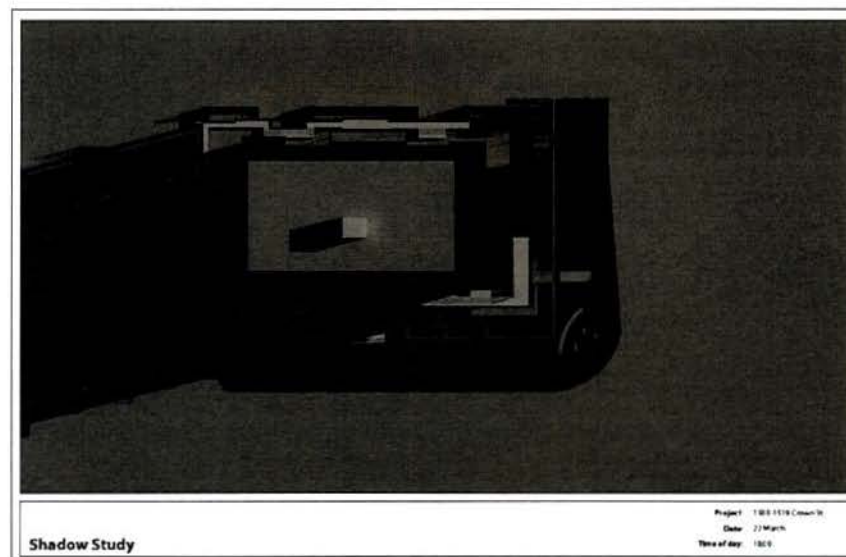
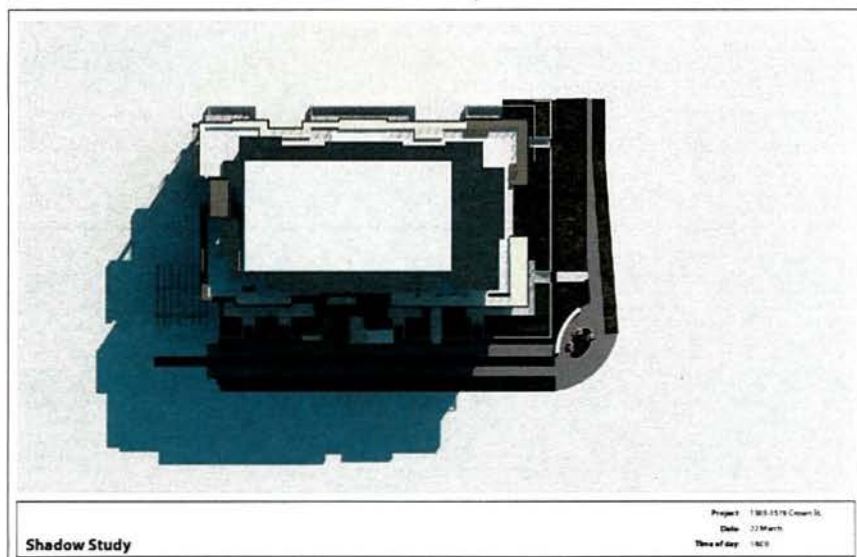
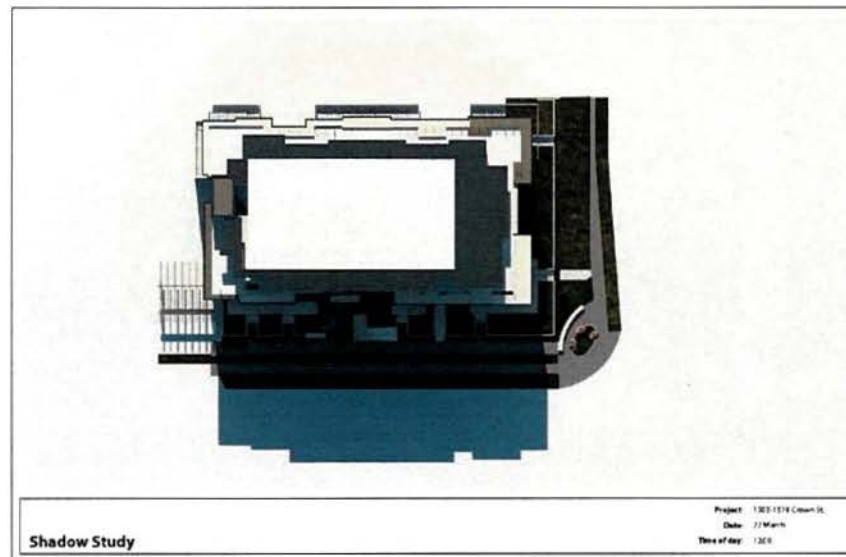
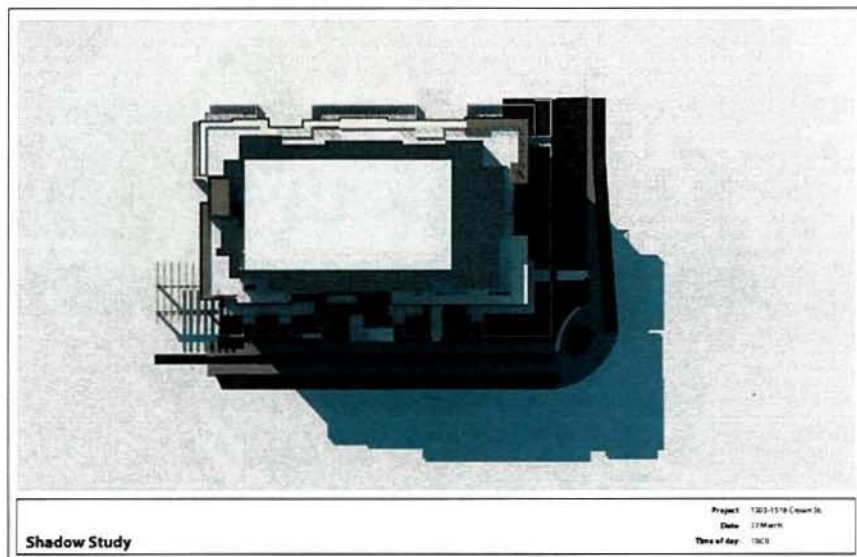
CLIENT :
IRCA DEVELOPMENT LTD

PROJECT NO. : 05 - 14

PROJECT :
1503 TO 1519 CROWN STREET
RESIDENTIAL APPARTMENT

DRAWING TITLE :
SHADOW STUDIES
MARCH 22nd

SEAL	A-5.1
DATE	DRAWN : K.S
SCALE : N/A	CHECKED : R.S



The Corporation of the District of North Vancouver

Bylaw 8192

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

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

1. Citation

This bylaw may be cited as "The District of North Vancouver Rezoning Bylaw 1345 (Bylaw 8192)".

2. Amendments

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

- (a) Part 2A, Definitions is amended by adding CD 96 to the list of zones that Part 2A applies to.
- (b) Section 301 (2) by inserting the following zoning designation:
"Comprehensive Development Zone 96 CD 96"
- (c) Part 4B Comprehensive Development Zone Regulations by inserting the following, inclusive of Schedule B:

"4B96 Comprehensive Development Zone 96 CD 96

The CD 96 zone is applied to:

1503 – 1519 Crown Street, legally known as:

Lot 1, Block 44, District Lot 204, Plan 1340 PID: 011-284-650

Lot 2, Block 44, District Lot 204, Plan 1340 PID:014-739-992

Amended Lot 3 (See 196703L) Block 44, District Lot 204, Plan 1340 PID:
014-405 482

Amended Lot 5 (See 196704L), Block 44, District Lot 204, Plan 1340
PID: 014-740-010

4B 96 – 1 Intent

The purpose of the CD 96 Zone is to permit a residential apartment building.

4B 96 – 2 Permitted Uses:

The following *principal* uses shall be permitted in the CD 96 Zone:

- a) Uses Permitted Without Conditions:
Not applicable.
- b) Conditional Uses:
The following *principal* uses are permitted when the conditions outlined in Section 4B 96-3 Conditions of Use, are met:
Live-work use; and
Residential use.

4B 96 – 3 Conditions of Use

- a) ***Residential and live-work:*** *Residential uses* and *live-work uses* are only permitted when the following conditions are met:
 - i) Each dwelling unit has access to private or semi-private outdoor space;
 - ii) Each dwelling unit has exclusive access to a private storage space; and
 - (iii) All aspects of the use are completely contained within an enclosed building except for outdoor amenity areas (roof decks, play areas, and private or semi-private outdoor space).
- b) ***Live-work:*** *Live-work uses* are only permitted when the subject unit has direct access to the street and is located on the ground floor.

4B 96 – 4 Accessory Use

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

4B 96 – 5 Density

- a) The maximum permitted density is 1,120 m² (12,052 square feet) and 8 residential units.
- b) For the purpose of calculating *gross floor area* the following are exempted:

- i. All areas below finished grade including parking and storage areas in the parkade;
- ii. Common amenity areas of up to 55m² (592 square feet); and
- iii. Mechanical and electrical rooms located above the flood construction level.

4B 96 – 6 Amenities

- a) Despite Subsection 4B96 – 5, permitted density in the CD 96 Zone is increased to a maximum of 4,043 m² (43,510 square feet) *gross floor area* and 47 units if \$100,000 is contributed to the municipality to be used for any of the following amenities benefiting the Lynn Creek Town Centre (with allocation and timing of expenditure to be determined by the municipality in its sole discretion):
 - i) The provision or enhancement of public facilities which may include but are not limited to: the community centre, or a day care centre;
 - ii) Improvements to public parks, plazas, trails and greenways;
 - iii) Public art and other beautification projects; and
 - iv) Affordable or special needs housing.

4B96 – 7 Height

- a) The maximum permitted height is 19.5 m (64 feet).

4B 96 – 8 Setbacks

Setback to Building Face	Minimum Required Setback
From Mountain Highway	3.0 m (10 feet)
From Crown Street	4.0 m (13 feet)
From south property line	3.0 m (10 feet)
From east property line	4.0 m (13 feet)

4B 96 – 9 Coverage

- a) Building Coverage: The maximum building coverage is 60%.
- b) Site Coverage: The maximum site coverage is 70%.

4B 96 – 10 Landscaping

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

4B 96- 11 Parking, Loading and Servicing Regulations

- a) Parking and loading are required as follows:

Use	Parking Requirement
<i>Residential</i> Residential dwelling unit	1.1 space/ unit
Residential Visitor Parking	0.1 space / unit
Bicycle Storage	1 space / unit

- b) Except as specifically provided in 4B96-11 (a) and (b) Parking shall be provided in accordance with Part 10 of this Bylaw. "
- (d) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from the Single Family Residential (RS 4) to Comprehensive Development Zone CD 96.

READ a first time

PUBLIC HEARING held

READ a second time

READ a third time

Certified a true copy of "Rezoning Bylaw 1345 (Bylaw 8192)" as at Third Reading

Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure on

ADOPTED

Mayor

Municipal Clerk

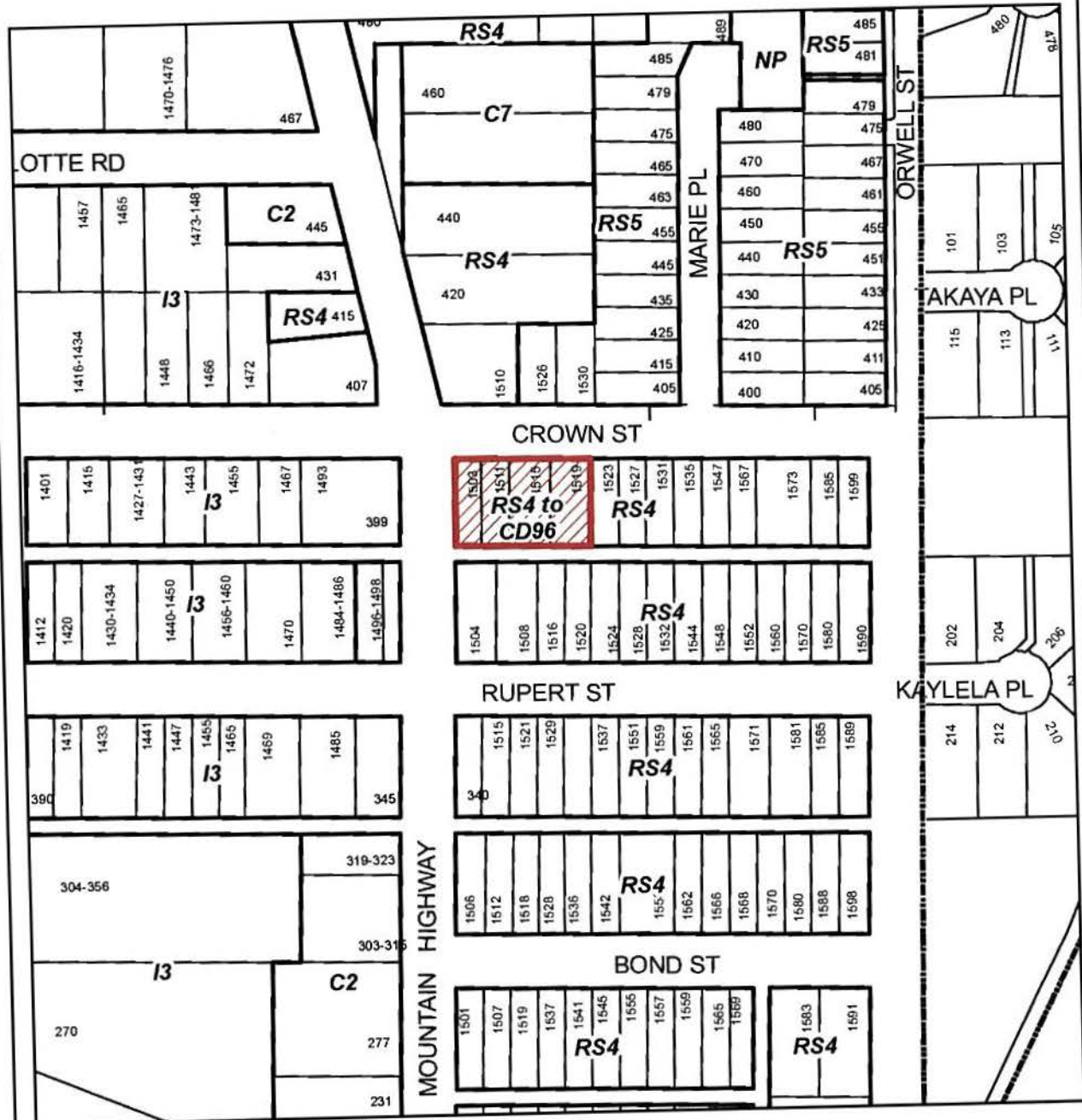
Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8192

BYLAW 8192

The District of North Vancouver Rezoning Bylaw 1345 (Bylaw 8192)



SINGLE FAMILY RESIDENTIAL (RS4) TO
COMPREHENSIVE DEVELOPMENT ZONE 96 (CD96)



The Corporation of the District of North Vancouver

Bylaw 8193

A bylaw to enter into a Housing Agreement (1503 – 1519 Crown Street)

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

1. Citation

This bylaw may be cited as "Housing Agreement Bylaw 8193, 2016 (1503 – 1519 Crown Street)".

2. Authorization to Enter into Agreement

2.1 The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and IRCA Group Mountain Project Corp., substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands:

- | | |
|---------------------|---|
| a) PID: 011-284-650 | Lot 1, BI 44, DL 204, Plan 1340 |
| b) PID: 014-739-992 | Lot 2, BI 44, DL 204, Plan 1340 |
| c) PID: 014-405 482 | Amd Lot 3 (See 196703L), BI 44, DL 204, Plan 1340 |
| d) PID: 014-740-010 | Amd Lot 5 (See 196704L), BI 44, DL 204, Plan 1340 |

3. Execution of Documents

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

READ a first time

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8193

SECTION 219 COVENANT – HOUSING AGREEMENT (Rental Protection)

THIS COVENANT dated for reference the ____ day of _____, 20____, is

BETWEEN:

IRCA GROUP MOUNTAIN PROJECT CORP., Inc No.
_____ a corporation incorporated under the laws of the
Province of British Columbia with an office

(the "**Owner**")

AND:

**THE CORPORATION OF THE DISTRICT OF NORTH
VANCOUVER**, a municipality incorporated under the *Local
Government Act*, RSBC 2015, c.1 and having its office at
355 West Queens Road, North Vancouver, BC V7N 4N5

(the "**District**")

RECITALS:

- A. The Owner is the registered owner in fee simple of land in the District of North Vancouver legally described in item 2 of Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement (the "**Land**");
- B. The Owner has agreed to grant and the District agrees to accept the Section 219 Covenant contained in this Agreement over the Land; and
- C. Section 219 of the *Land Title Act* (R.S.B.C. 1996, c. 250) provides that there may be registered as a charge against the title to any land a covenant in favour of a municipality in respect of the use of land or the use of a building on or to be erected on land or that land is or is not to be built on or is not to be subdivided except in accordance with the covenant.

NOW THEREFORE in consideration of \$2.00 and other good and valuable consideration paid by the District to the Owner, the receipt and sufficiency of which are hereby acknowledged, the Owner covenants and agrees with the District under section 219 of the *Land Title Act* of the Province of British Columbia as follows:

1. **USE**

- (a) The Land must not be used or developed except in strict accordance with this Agreement.

2. **DEFINITIONS**

- (a) "**Director**" means the General Manager of Planning, Permits and Bylaws and his or her designate;
- (b) "**Owner**" means the Owner and any other person or persons registered in the Lower Mainland Land Title Office as owner of the Land from time to time, or of any parcel into which the Land is consolidated or subdivided, whether in that person's own right or in a representative capacity or otherwise;
- (c) "**Proposed Development**" means the proposed development to be constructed on the Land;
- (d) "**Short Term Rentals**" means any rental of a Unit for any period less than 30 days;
- (e) "**Strata Corporation**" means the strata corporation established pursuant to the *Strata Property Act* (British Columbia) upon registration of the Strata Plan to create the Strata Lots;
- (f) "**Strata Lots**" has the meaning given to it in section 4(d);
- (g) "**Strata Plan**" has the meaning given to it in section 4(d);
- (h) "**Unit**" means a residential dwelling strata unit in any building in the Proposed Development; and
- (i) "**Unit Owner**" means the registered owner of a Unit in any building in the Proposed Development.

3. **RENTAL ACCOMODATION**

- (a) No Unit in a building in the Proposed Development may be occupied unless the Owner has:
 - (i) before the first Unit in the building is offered for sale, or conveyed to a purchaser without being offered for sale, filed with the Superintendent of Real Estate pursuant to the *Strata Property Act* (or any successor or replacement legislation) a Form J Rental Disclosure Statement (the "**Form J**") designating all of the Units in the building as rental strata lots and imposing a minimum 99 year rental period in relation to all of the Units, except in relation to Short Term Rentals and, for greater certainty, stipulating specifically that the 99 year rental restriction does not apply to a Strata Corporation bylaw prohibiting or restricting Short Term Rentals; and
 - (ii) given a copy of the Form J to each prospective purchaser of any Unit in the building before the prospective purchaser enters into an agreement to purchase in respect of the Unit. For the purposes of this paragraph 3(a)(ii),

the Owner is deemed to have given a copy of the Form J to each prospective purchaser of any Unit in the building if the Owner has included the Form J as an exhibit to the disclosure statement for the Proposed Development prepared by the Owner pursuant to the *Real Estate Development Marketing Act* (the "**Disclosure Statement**").

- (b) The Units constructed on the Land from time to time may always be used to provide rental accommodation as the Owner or a Unit Owner may choose from time to time, except that this section 3(b) does not apply to Short Term Rentals which may be restricted by the Strata Corporation to the full extent permitted by law.
- (c) This agreement shall be binding upon all Strata Corporations created upon the strata title subdivision of the Land pursuant to the *Strata Property Act* or any subdivided parcel of the Land, including the Units.
- (d) Any Strata Corporation bylaw which prevents, restricts or abridges the right to use any of the Units as rental accommodations (other than for Short Term Rentals) shall have no force or effect.
- (e) The Strata Corporation shall not pass any bylaws preventing, restricting or abridging the use of the Land, the Proposed Development or the Units contained therein from time to time as rental accommodation (other than for Short Term Rentals).
- (f) No Unit Owner, nor any tenant or mortgagee thereof, shall vote for any Strata Corporation bylaw purporting to prevent, restrict or abridge the use of the Land, the Proposed Development and the units contained therein from time to time as rental accommodation (other than for Short Term Rentals).
- (g) The Owner will provide notice of this Agreement to any person or persons intending to purchase a Unit prior to any such person entering into an agreement of purchase and sale, agreement for sale, or option or similar right to purchase as part of the Disclosure Statement.

4. **GENERAL PROVISIONS**

- (a) The Owner shall comply with all requirements of this Agreement at its own cost and expense.
- (b) The parties agree that this Agreement creates only contractual obligations and obligations arising out of the nature of this document as a covenant under seal. The parties agree that no tort obligations or liabilities of any kind exist between the parties in connection with the performance of, or any default under or in respect of, this Agreement. The intent of this section is to exclude tort liability of any kind and to limit the parties to their rights and remedies under the law of contract and under the law pertaining to covenants under seal.

- (c) This Agreement shall restrict use of the Land in the manner provided herein notwithstanding any right or permission to the contrary contained in any bylaw of the District.
- (d) Forthwith after registration of a strata plan (the "**Strata Plan**") under the *Strata Property Act* (British Columbia) to stratify the building on the Land, or any part thereof, and in any event before the first conveyance of any of the strata lots created by said Strata Plan (the "**Strata Lots**"), the Owner will cause the Strata Corporation to assume the Owner's obligations hereunder to the same extent as if the Strata Corporation had been an original party to this Agreement by executing and delivering to the District an assumption agreement in all material respects in the form attached hereto as Schedule "A". If the Owner fails to comply with this section 4(d), then the Owner will remain liable for the performance of the obligations hereunder notwithstanding the strata subdivision.
- (e) The Strata Corporation shall not enact any bylaw or make any rules or regulations in respect of the Strata Lots or the Land which are inconsistent with this Agreement.
- (f) The covenants herein shall charge the Land pursuant to Section 219 of the *Land Title Act* and shall run with the Land and bind the Land and every part or parts thereto, and shall attach to and run with the Land and each and every part into which the Land may be divided or subdivided, whether by subdivision plan, Strata Plan or otherwise. The covenants set forth herein shall not terminate if and when a purchaser becomes the owner in fee simple of the Land or any part thereof, but shall charge the whole of the interest of such purchaser and shall continue to run with the Land and bind the Land and all future owners of the Land and any portion thereof, including all Strata Lots thereon. If the Land or any part thereof or any building or buildings on the Land are subdivided by means of a Strata Plan then the obligations of the Owner hereunder will be the obligations of the owners of Strata Lots in accordance with the *Strata Property Act*.
- (g) The rights given to the District by this Agreement are permissive only and nothing in this Agreement imposes any duty of any kind of the District to anyone or obliges the District to perform any act or to incur any expense for any of the purposes set out in this Agreement. Where the District is required or permitted by this Agreement to form an opinion, exercise a discretion, 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.
- (h) The Owner is only liable for breaches of this Agreement caused or contributed to by the Owner or which the Owner permits or allows. The Owner is not liable for the consequences of the requirements of any enactment or law or any order, directive, ruling or government action thereunder. The Owner is liable only for breaches which occur while the Owner is the registered owner of any of the Land and only to the extent that the Owner is the registered owner of any of the Land.

- (i) This Agreement does not:
 - (i) 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 Land;
 - (ii) affect or limit any enactment relating to the use or subdivision of the Land;
or
 - (iii) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Land.
- (j) Nothing in this Agreement affects any obligations of the Owner to pay all property taxes, rates, charges and levies payable under any enactment on or in respect of the Land.
- (k) The Owner agrees that this Agreement is intended to be perpetual in order to protect the Land as set out in this Agreement. In view of the importance of protecting the Land for ecological and other reasons, the Owner agrees not to seek a court order modifying, discharging or extinguishing this Agreement under the *Property Law Act* (British Columbia), any successor to that enactment, any other enactment or at common law.
- (l) Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted under s.219 of the *Land Title Act* in respect of the Land and this Agreement burdens the Land and runs with it and binds the successors in title to the Land. This Agreement burdens and charges all of the Land and any parcel into which it is subdivided by any means and any parcel into which the Land are consolidated.
- (m) The Owner agrees to do everything necessary at the Owner's expense to ensure that this Agreement is registered against title to the Land with priority over all financial charges, liens and encumbrances registered or pending at the time of application for registration of this Agreement
- (n) An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.
- (o) If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- (p) This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.

Attachment C

- (q) By executing and deliver this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.
- (r) This Agreement shall not be modified or discharged except in accordance with the provisions of section 219 of the *Land Title Act*.
- (s) The Owner shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurance which may be reasonably necessary to give proper effect to the intent of this Agreement.
- (t) Time is of the essence of this Agreement.
- (u) Whenever the singular or masculine or neuter is used herein, the same shall be construed as including the plural, feminine, and body corporate or politic unless the context requires otherwise.
- (v) This Agreement shall be interpreted according to the laws of the Province of British Columbia. Where there is a reference to an enactment of the Province of British Columbia in this Agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the *Land Title Act* Form C which is attached hereto and forms part of this Agreement.

SCHEDULE "A"

ASSUMPTION AGREEMENT

THIS AGREEMENT is dated for reference _____

BETWEEN:

THE OWNERS, STRATA PLAN _____

(the "Strata Corporation")

AND:

THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER, a
municipal corporation, having offices at 355 West Queens Road, North
Vancouver, BC V7N 4N5

(the "District")

AND:

(the "Owner")

WHEREAS:

- A. On the date that application was made to the Vancouver Land Title Office for deposit of Strata Plan _____, the Owner was the registered owner of the freehold estate in the land shown on the Strata Plan (the "Lands");
- B. The owner has granted to the District a Housing Agreement to prohibit rentals which said housing agreement is registered in the Vancouver Land Title Office as a section 219 covenant against title to the Lands under number _____ (the "Housing Agreement");
- C. It is a condition of the Housing Agreement that the Strata Corporation enter into this Assumption Agreement in respect of the Owner's covenants and obligations as set out in the Housing Agreement,

NOW THEREFORE IN CONSIDERATION of the premises and the sum of \$10.00 paid by each of the Owner and the District to the Strata Corporation and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the Strata Corporation), the Strata Corporation hereby covenants and agrees as follows:

- 1. The Strata Corporation covenants and agrees that as of the date hereof the Strata Corporation will assume, be bound by and observe and perform all of the Owner's

covenants, conditions, restrictions and agreements contained in the Housing Agreement (collectively, the “Obligations”).

- 2. The Strata Corporation agrees that the District is entitled to obtain an order for specific performance or a prohibitory or mandatory injunction in respect of any breach by the Strata Corporation of the Obligations. The Strata Corporation agrees that this section is reasonable given the public interest in compliance with the Obligations.
- 3. This Agreement will enure to the benefit of and will be binding upon the parties hereto and their heirs, executors, administrators, successor and assigns.
- 4. To evidence its agreement, the Strata Corporation has executed this Assumption Agreement as of the date set out above.

THE OWNERS, STRATA PLAN _____)
by its authorized signatory:)
)
) C/S
_____)
Authorized Signatory)
)
)



PUBLIC HEARING

1503-1519 Crown Street

Six-Storey Residential Building

What: A Public Hearing for Bylaw 8192, a proposed amendment to the Zoning Bylaw to permit the development of a six-storey residential building at 1503-1519 Crown Street.

When: 7 pm, Tuesday, November 15, 2016

Where: Council Chambers, District of North Vancouver Municipal Hall, 355 West Queens Road, North Vancouver, BC



Proposed*



*Provided by applicant for illustrative purposes only.
The actual development, if approved, may differ.

What changes?

Bylaw 8192 proposes to amend the District's Zoning Bylaw by creating a new Comprehensive Development Zone 96 (CD96) and rezone the subject lands from Single Family Residential (RS4) to CD96 to permit the development of a six-storey residential building.

When can I speak?

We welcome your input Tuesday, November 15, 2016, at 7 pm. You can speak in person by signing up at the hearing, or you can provide a written submission to the Municipal Clerk at input@dnv.org or by mail to Municipal Clerk, District of North Vancouver, 355 West Queens Road, North Vancouver, BC, V7N 4N5, before the conclusion of the hearing.

Please note that Council may not receive further submissions from the public concerning this application after the conclusion of the public hearing.

Need more info?

Relevant background material and copies of the bylaw are available for review at the Municipal Clerk's Office or online at dnv.org/public_hearing from October 25 to November 15. Office hours are Monday to Friday 8 am to 4:30 pm, except statutory holidays.

Who can I speak to?

Tamsin Guppy, Community Planner, at 604-990-2391 or guppyt@dnv.org



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