



AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>Oct. 4, 2021</u>
<input type="checkbox"/> Other:	Date: _____

  
Dept.  
Manager

  
GM/  
Director

  
CAO

## The District of North Vancouver REPORT TO COUNCIL

September 16, 2021  
File: 08.3060.20/040.18

**AUTHOR:** Darren Veres, Development Planner

**SUBJECT:** Bylaws 8505, 8506, 8507, 8508: Rezoning, Housing Agreement and Development Cost Charge Waiver Bylaws for a Mixed-use Development at 1510 - 1530 Crown St. and 420 - 460 Mountain Hwy.

### RECOMMENDATION

THAT "District of North Vancouver Rezoning Bylaw 1409 (Bylaw 8505)" is given FIRST Reading;

AND THAT "District of North Vancouver Housing Agreement Bylaw 8506" is given FIRST Reading;

AND THAT "District of North Vancouver Housing Agreement Bylaw 8507" is given FIRST Reading;

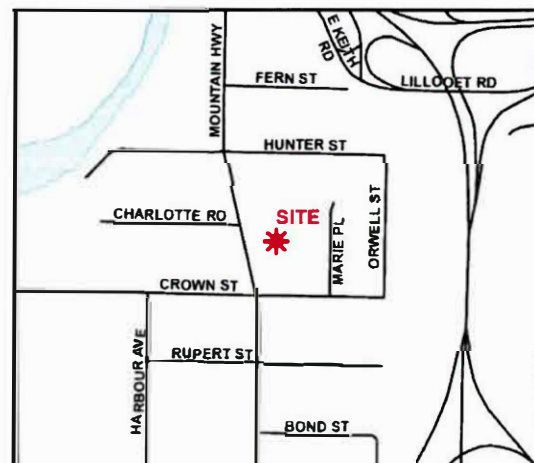
AND THAT "Crown Street Development Cost Charge Waiver Bylaw 8508, 2021" is given FIRST, SECOND, and THIRD Readings;

AND THAT Bylaw 8505 is referred to a Public Hearing.

### REASON FOR REPORT

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

- Bylaw 8505 to rezone the subject properties (**Attachment 2**);
- Bylaw 8506 to authorize a housing agreement to ensure all future owners are eligible to rent their units (**Attachment 3**);



- Bylaw 8507 to authorize a housing agreement to secure market and non-market rental units in perpetuity (**Attachment 4**);
- Bylaw 8508 to waive Development Cost Charges for non-market rental units (**Attachment 5**); and
- Issuance of one or more development permits.

The Rezoning Bylaw, Housing Agreement Bylaws, and DCC Waiver Bylaw are recommended for introduction and the Rezoning Bylaw is recommended for referral to a Public Hearing. Development Permits would be forwarded to Council for consideration if the rezoning proceeds.

## SUMMARY

IBI Architects has applied on behalf of the owners, Fairborne CMCC Lynn Creek Limited Partnership, to redevelop five single-family lots and a commercial property to create a mixed-use development with a total of 420 units, including 205 strata units, 170 market rental units, 45 non-market rental units, ground-floor commercial space, and a childcare facility. The development consists of three buildings:

- One 24-storey building with a commercial retail unit and four townhouses; and
- Two mid-rise buildings (of seven-storeys and eight-storeys) located over a one-storey commercial podium.

See **Attachment 1** for the project drawing package.



### Background

On November 2, 2020, Council reviewed the original rezoning application for “Early Input” and referred the project back to staff for further discussion with the applicant. Staff worked with the applicant team to review possible adjustments to the project, and the applicant submitted a revised proposal which responded to Council’s comments.

On March 29, 2021, Council reviewed the revised proposal, which included significant changes to the project, and directed staff to prepare the necessary bylaws to allow the rezoning for the project to be considered by Council.

Since that time, the applicant has made further revisions to the project in response to Council and staff feedback. The project as reviewed by Council in March 2021 was formatted as a 404 unit development with 197 strata units, 162 market rental units, and 45 non-market rental units. The project has been revised to a 420 unit development with 205 strata units, 170 market rental units, and 45 non-market rental units.



**Rendering of the revised proposal looking southeast along Mountain Highway**

The applicant has revised the site plan to include a new pedestrian connection between the commercial podium and the base of the 24-storey tower to connect the parking courtyard at the rear with Mountain Highway. The connection will allow for more convenient pedestrian access to the commercial storefronts along Mountain Highway from the parking area.

Site and Surrounding Area

The 2.4 acre (0.97 ha) site is located on the east side of Mountain Highway, north of Crown Street, and comprises the former "Dykhof Nurseries" commercial operation (shown in blue) and five single family lots (shown in yellow).

The site also includes a small portion of the existing District Fire Hall #2 property (shown in green) and part of the Mountain Highway road allowance (shown in purple). Both of these land areas are proposed to be purchased from the District and any sale of these lands will follow the typical District process, including required public notification. A bylaw (Bylaw 8509) to remove the highway dedication for the part of Mountain Highway located within the development site will be considered by Council as a separate agenda item.



Surrounding properties include the District's Fire Hall #2 and District-owned single family lots to the north, single family lots to the east (under application for redevelopment to multi-family residential), multi-family residential to the south, and mixed-use and industrial uses to the west.

## EXISTING POLICY

### Official Community Plan

The Official Community Plan (OCP) designates the site as “Commercial Residential Mixed-Use Level 3” (CRMU Level 3) which envisions high density uses with a mix of commercial and residential development at a density of up to approximately 3.5 FSR.

At approximately 3.5 FSR, the proposal complies with the OCP designation.

The proposal addresses a number of OCP goals and policies including:

- *Concentrate new retail, service and major office development in the Town Centres to maximize transit and pedestrian access for employees and customers*
- *Encourage and facilitate a broad range of market, non-market and supportive housing*
- *Encourage and facilitate a wide range of multifamily housing sizes, including units suitable for families with an appropriate number of bedrooms, and smaller apartment units*
- *Focus a higher proportion of affordable housing in designated growth areas*
- *Require, where appropriate, that large multifamily developments contribute to the provision of affordable housing by, but not limited to: including a portion of affordable rental or ownership units as part of the project.*



### Targeted Official Community Plan Review Action Plan

The project has been reviewed against the Targeted Official Community Plan Review Action Plan (Action Plan) and addresses the following “Priority Actions”:

**Priority Action #1:** *Achieve Town and Village Centres that deliver low-carbon, compact, and diverse housing, transportation choices, and supportive public amenities and employment space.*

The project contributes to this action by providing a range of housing options within the heart of Lynn Creek Town Centre in a low carbon form that is well-served by public transit. It also delivers key public amenities such as a grocery store, storefront retail space, and a childcare facility which all generate opportunities for new employment.

**Priority Action #3:** *Prioritize rental, social, and supportive housing projects to increase the range of housing options.*

The project proposes that 51% of the residential units are rental in tenure (11% non-market rental units and 40% market rental units).

**Priority Action #5:** *Increase housing diversity to support a range of incomes, household types, and accessibility needs within and close to Town and Village Centres.*

The project is located in Lynn Creek Town Centre and includes a range of housing options such as strata apartments, strata townhouses, below-market rental apartments, and market rental apartments all of which meet either “Basic” or “Enhanced” levels of accessibility.

**Priority Action #6:** *Create a continuous and connected network of walking and cycling routes to encourage more people of all ages and abilities to walk and cycle.*

The project is providing new bicycle lanes on Mountain Highway and Crown Street along the frontage of the site and improved sidewalks with street tree plantings, streetlight upgrades, and a weather-protected transit stop.

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

The project is targeting Step 3 of the BC Energy Step Code with a low carbon energy system and a fossil fuel free mechanical system for the residential components. It is anticipated that the project will achieve a reduction of 50% in GHGI compared to a project meeting the minimum Construction Bylaw requirement for a “Step 3 project with a Low Carbon Energy System” and an 80% reduction compared to the GHGI of a conventionally-designed project meeting “Step 3” which relies on the use of fossil fuels.

**Social Equity Considerations:** *Include social equity considerations in District decision-making to strive for a more inclusive and equitable community*

The project is providing affordable rental housing for low-to-moderate income families and households within a Town Centre; accessible dwelling units for seniors and persons with disabilities; safe mobility options for persons of all ages and abilities, access to public parks and open space; a childcare facility; and a neighbourhood grocery store.

Lower Lynn Town Centre Implementation Plan (Lynn Creek)

The project has been reviewed against the Lower Lynn Town Centre Implementation Plan (Lynn Creek Plan) and the Lynn Creek Public Realm Guidelines.

The proposal addresses the following Lynn Creek Plan Concept Planning Principles:

- Provides a community focal point and “high street” on Mountain Highway between Crown and Hunter Streets (see adjacent Lynn Creek Concept).
- Revitalizes the residential neighbourhood and encourages innovative housing forms close to employment, transit, retail and community services.
- Facilitates a mix of housing types and tenures to accommodate people of all ages, abilities and incomes for the next 20 years.
- Enhances liveability and social well-being through provision of engaging public spaces, new neighbourhood parks and urban plazas, and a range of community services.



The project achieves the desired public realm objectives through the creation of the southern portion of the central public plaza and provides improved infrastructure for pedestrians, cyclists, and drivers. The inclusion of space for a new grocery store encourages local commercial uses in the Town Centre while also helping to establish Mountain Highway as a “high street”. Additionally, the inclusion of a new childcare facility in the project delivers a key community amenity identified in the plan.

The Lynn Creek Town Centre Plan envisages building heights of up to 12 storeys on the north portion of site and up to 28 storeys on the south portion of site. The proposal is generally consistent with the heights anticipated for this site, with a mix of lower building forms in the north portion of the site (7 and 8 storeys above a one-storey commercial podium proposed in contrast to up to 12 storeys anticipated) and a slightly higher building form in the south portion of the site (24 storeys proposed, with up to 28 storeys anticipated).

The Lynn Creek Plan sets out objectives for a new north/south lane located at the east side of the site to connect Crown Street and Hunter Street. This objective is reflected in the site plan for the proposal.

#### Rental and Affordable Housing Strategy

The proposal has been reviewed against the District's "Rental and Affordable Housing Strategy" and addresses the following goals:

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

The project includes a range of housing options such as strata apartments, strata townhouses, below-market rental apartments, and market rental apartments.

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

51% of the proposed residential units are rental in tenure (11% non-market rental units and 40% market rental units), and 57% of the proposed rental units are family-oriented with two or more bedrooms.

##### **Goal 5: *Minimizing Impacts to Tenants***

The redevelopment of the subject site has not resulted in the displacement of any tenants. The existing five single-family properties were previously owner-occupied at the time of the Detailed Application submission in 2018 with the exception of 1526 Crown Street which has been vacant since 2016. Dykhof Nurseries recently closed and has relocated to a new location in Maplewood Village Centre.

#### Childcare Action Plan

The recently approved Childcare Action Plan (2020) identifies a demand for approximately 150 additional childcare spaces in the Lynn Creek area over the next 10 years and recommends the prioritization of childcare as part of new developments in town centres, and as part of new affordable housing developments. This proposal helps advance the goals and actions of the Childcare Action Plan by providing new space in Lynn Creek Town Centre for approximately 80 to 100 children (2/3 of the estimated demand for Lynn Creek). Details of the facility and associated outdoor space are provided in the "Commercial Space" section later in the report.

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Council Directions, 2019-2022

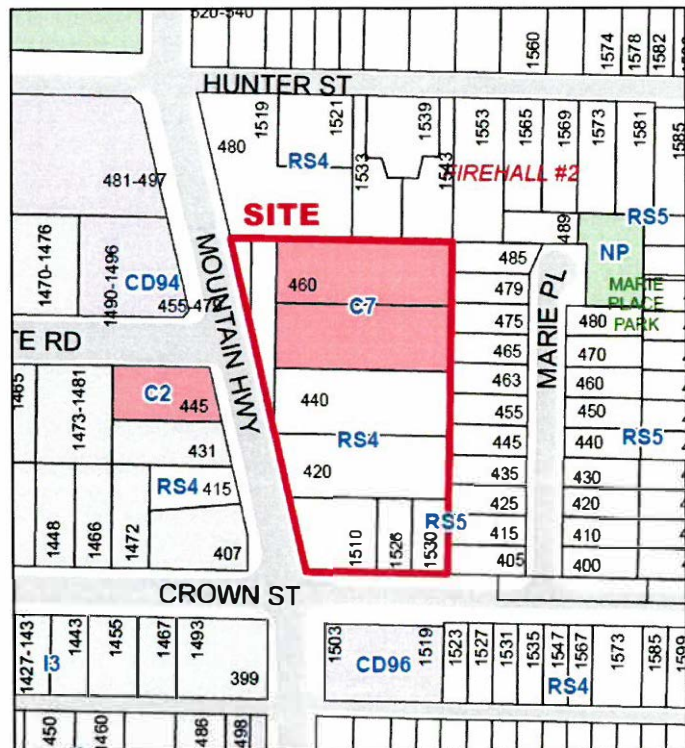
The proposed bylaws respond to the following Council Priority Directions to 2022:

- Key Issue 3: Increasing Housing Diversity and Addressing Affordability Projects that deliver rental housing for low and moderate income earners and for those in need of social housing have been identified as priorities.

Zoning

The subject properties are currently zoned a mix of Detached Residential, RS4 and RS5, and General Commercial Zone C7 (for the nursery portion of the site). Rezoning is required to accommodate the project and Bylaw 8505 would create a new Comprehensive Development Zone 136 (CD136) tailored specifically to this project. The proposed CD136 zone prescribes permitted uses and zoning provisions such as a maximum density, height, setbacks, and parking requirements.

Two of the properties are subject to a "siting area map" in the Zoning Bylaw. This map references the C7 zoning and is required to be amended to remove this reference.



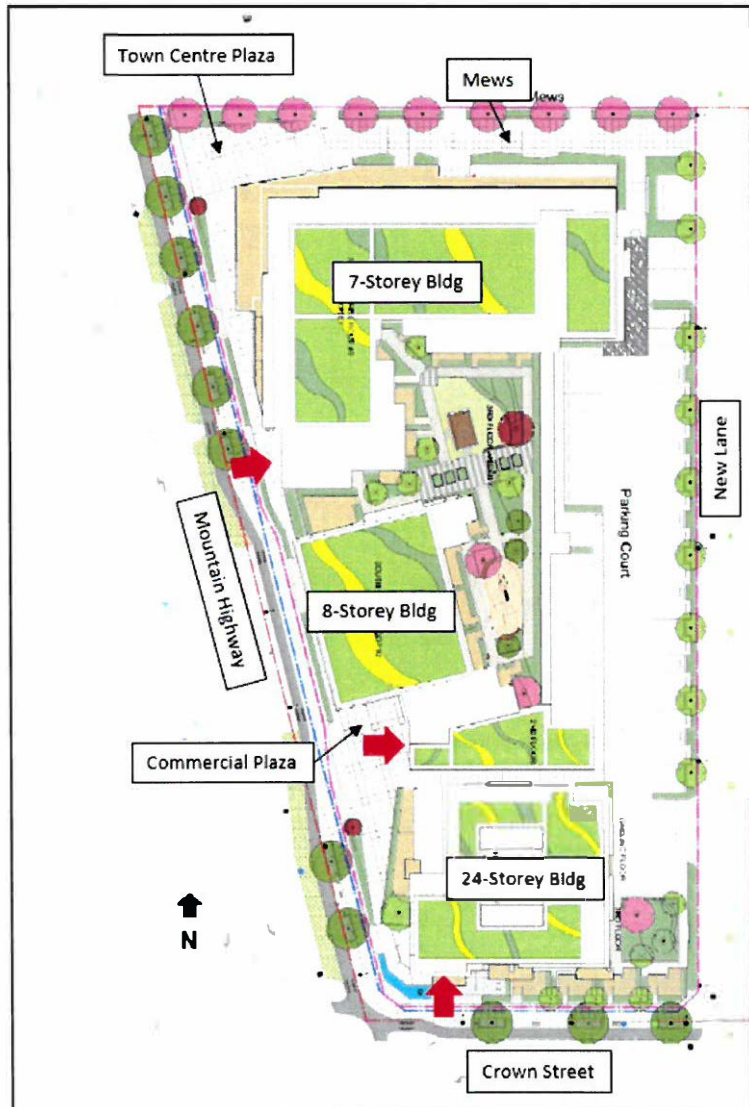
## **ANALYSIS:**

### Site Plan and Project Description

The proposal includes a mixed-use commercial-residential element in the north portion of site with two mid-rise residential buildings (a 7-storey building and an 8-storey building) located above a commercial podium, and a 24-storey building in the south portion of the site with a commercial retail unit at ground level facing Mountain Highway.

The 7-storey building consists of 143 market rental units while the 8-storey building consists of 27 market rental units and 45 non-market rental units for a total of 215 rental units. The 24-storey building consists of 201 strata apartment units with four ground-oriented townhouses units located at the base of the building facing Crown Street.

The primary building entrances are shown with red arrows on the adjacent image.

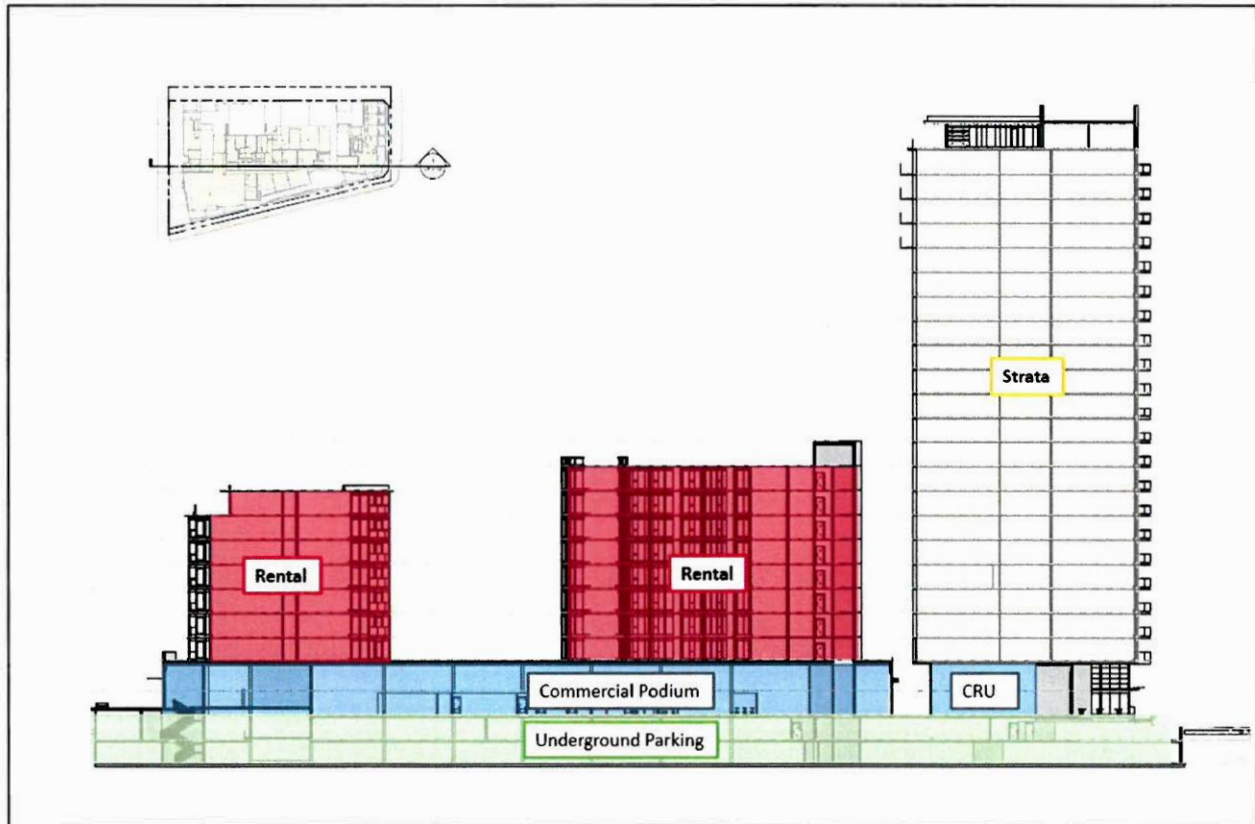


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A cross section drawing showing the general configuration of the project is shown below:



The residential units are a mix of one, two, and three-bedroom layouts ranging in size from approximately 46 m<sup>2</sup> (490 sq. ft.) to 107 m<sup>2</sup> (1,155 sq. ft.). Overall, approximately 53% of the units are two and three-bedroom layouts and considered suitable for families. For reference, approximately 67% of the units in the non-market rental housing are considered suitable for families.

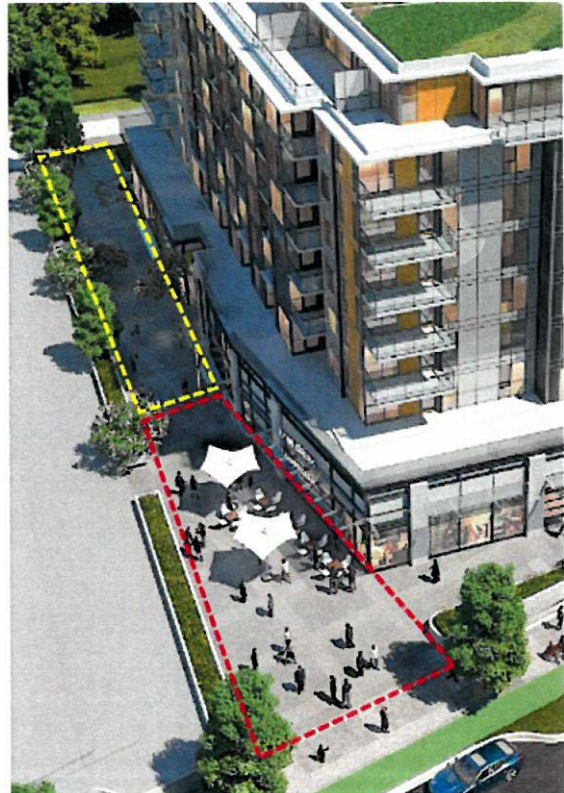
The unit mix is outlined in the table below and will be secured in the Development Covenant:

Residential Use	1 Bed	2 Bed	3 Bed	Total	Proportion of Units
Non-Market Rental	15	25	5	45	11%
Market Rental	77	90	3	170	40%
Strata	107	84	14	205	49%
<b>Total</b>	<b>199</b>	<b>199</b>	<b>22</b>	<b>420</b>	<b>100%</b>

### Town Centre Plaza

The proposal includes the southern portion of Lynn Creek Town Centre's "town centre plaza" – a focal point for the heart of the town centre – as shown in the adjacent rendering. The plaza is located on the northwest corner of the site adjacent to the grocery store entrance as outlined in with the red on the adjacent image. The space is connected to the new north/south lane at the east side of the site and the future Marie Place Park via a landscaped pedestrian "mews" as shown outlined in yellow.

The proponent has undertaken some conceptual design work for the new plaza, including discussions with District staff. Construction of the plaza would need to be coordinated with future construction on the District-owned Fire Hall #2 lands to the north. Public access to the plaza space and mews would be secured through a statutory right-of-way and referenced in the Development Covenant.



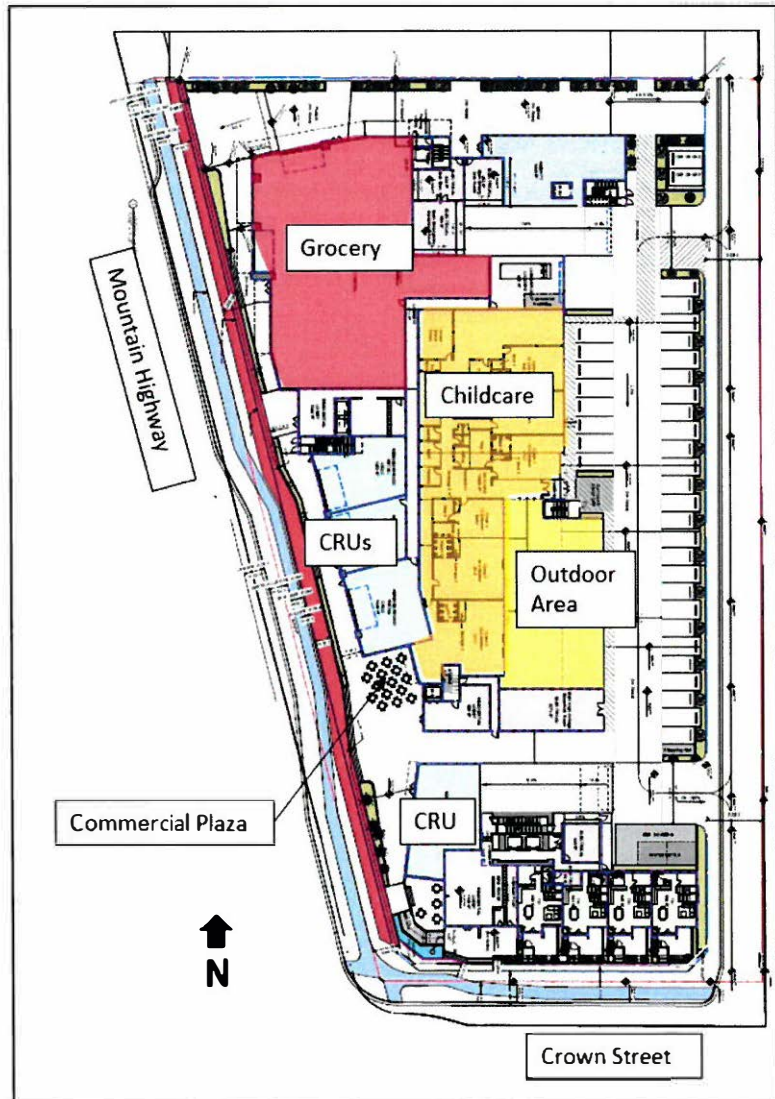
### Amenity Space

The proposal includes two indoor amenity rooms: one to serve the midrise buildings and located in the northeast corner of the project adjacent to the pedestrian "mews", and the other located on the third floor of the 24-storey building. The north amenity space is approximately 170 m<sup>2</sup> (1,835 sq. ft.) in size and would be accessible to all residents of the 7 and 8-storey mid-rise rental buildings while the south amenity space is 219 m<sup>2</sup> (2,355 sq. ft.) in size, and would be accessible to residents of the 24-storey strata building.

### Commercial Space

The commercial space proposed in the podium on the north portion of the site is approximately 2,151 m<sup>2</sup> (23,150 sq. ft.) in size. This space comprises a commercial unit intended for a grocery store of approximately 867 m<sup>2</sup> (9,337 sq. ft.), a 929 m<sup>2</sup> (10,000 sq. ft.) childcare facility, and three smaller “storefront” commercial retail units (CRUs) ranging in size from 101m<sup>2</sup> (1,084 sq. ft.) to 134m<sup>2</sup> (1,446 sq. ft.) Ceiling height in the podium element is 20 feet (6.1 meters) in order to accommodate commercial tenants. The initial occupancy of the northerly commercial unit as a grocery store as well as the provision of the proposed childcare spaces, will both be secured in the Development Covenant.

A small commercial plaza space is proposed adjacent to the entrance of the 8-storey rental building. This space is intended as a customer service area for patrons of the CRUs.



The proposed childcare facility is located on the east side of the commercial podium. The preliminary layout includes six classrooms, various support rooms, and a 385 m<sup>2</sup> (4,149 sq. ft.) covered and uncovered outdoor play space located in the yellow highlighted area. Access to the facility is provided from the rear of the site off the parking court, and via the pedestrian connection from Mountain Highway.

On the southern portion of the site, there is a 153 m<sup>2</sup> (1,654 sq. ft.) CRU proposed at the base of the 24-storey strata building. The main entrance to this unit is located on the Mountain Highway frontage adjacent to the secondary commercial plaza space identified above.



**View looking southeast from Mountain Highway showing grocery store frontage and pedestrian “mews”**



**View from new lane looking southwest towards parking courtyard, childcare entrance and pedestrian “mews”**

### Access

Access to the two-level underground parking garage is proposed from two ramps accessed at the east side of the property from the proposed new lane. A ramp at the north will provide access to the commercial parking, and a ramp at the south will provide access to residential parking. Surface parking, for commercial purposes and the childcare facility, is located in a “parking court” along the new lane, with a landscaped buffer separating the parking area from the lane area. The childcare facility includes a designated “drop off” area in the parking court directly adjacent to the main entrance.

A pedestrian passage through the commercial podium at the south end of the site is proposed to help break up the commercial frontage and to provide easier access to the parking courtyard in the rear for commercial patrons and for visitors to the childcare facility.

### **Housing Affordability**

The 45 non-market rental units are comprised of 15 one-bedroom units, 25 two-bedroom units, and five three-bedroom units. The applicant is targeting rents for the non-market units which are affordable to “Low-to-Moderate Income Households” (households with 2020 before-tax incomes ranging from \$30,001 to \$85,170). The Metro Vancouver median rents (2020), District of North Vancouver median rents (2020), and proposed non-market unit rents are shown in the table below for reference.

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Unit Type	Number of Units	Metro Vancouver Median Rents from CMHC (2020)	Proposed Rent (% Below Metro Median)	DNV Median Rents from CMHC (2020)	Proposed Rent (% Below DNV Median)
1 bed	15	\$1,390	\$1,280 (-7.9%)	\$1,600	\$1,280 (-20%)
2 bed	25	\$1,650	\$1,664 (+0.8%)	\$2,080	\$1,664 (-20%)
3 bed	5	\$1,850	\$2,129 (+15%)	\$2,475	\$2,129 (-14%)

Non-market rents for one bedroom units are proposed to be at 7.9% below the Metro Vancouver median rents while the non-market rents for two bedroom units are 0.8% above the Metro Vancouver median and rents for three bedroom units are proposed to be at 15% above the Metro Vancouver median rents. All rents are affordable for "Low-to-Moderate Income Households" with before-tax incomes ranging from \$30,001 to \$85,170.

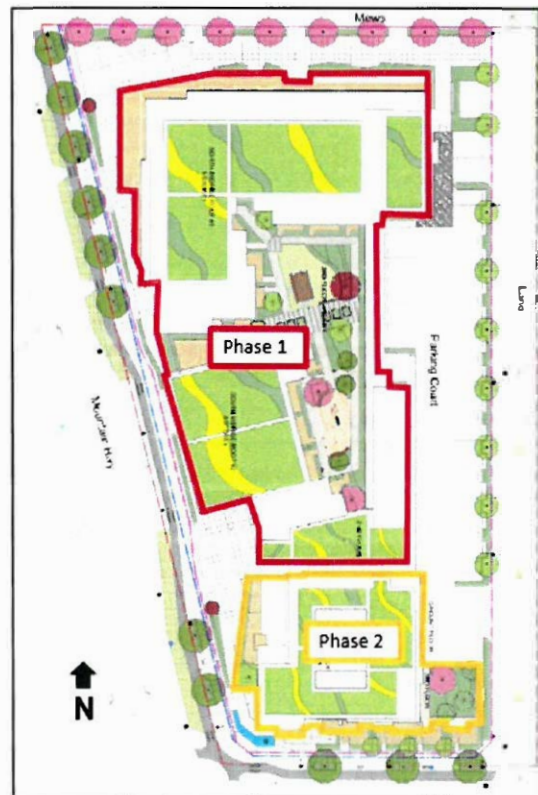
The rental tenure for all units, as well as the rents for the non-market units, will be secured through Housing Agreement Bylaw 8507 should the project advance. In order to maintain affordability of the units, the Housing Agreement also secures that vehicle and bike parking for the non-market rental units cannot exceed the amount charged for a parking stall to tenants in the market rental units.

## Phasing

In order to ensure that the elements of the project with the greatest public benefit, namely the market and non-market rental housing, the childcare, and the commercial space, are constructed first, the applicant has committed to construction of the project in two phases as shown below:

### Phase 1:

- Commercial space on the northern portion of the site (including childcare and future grocery store)
- market rental housing
- non-market rental housing
- underground parking structure for entire site
- new lane



**Phase 2:**

- Strata condominium high-rise building
- Storefront commercial retail unit

This phasing approach will also assist in resolving an approach to construction management that reduces impacts on the neighbourhood, as the high-rise construction on the south side of Hunter Street, to the north-west of the subject site, would be anticipated to be complete by the time high-rise construction might begin at this site. Construction phasing will be secured in the Development Covenant.

Development Permit Areas

The site is designated within the following Development Permit Areas (DPAs):

- a) Form and Character of Commercial and Multi-Family Residential Buildings
- b) Energy and Water Conservation and Greenhouse Gas Emission Reduction
- c) Protection of Development from Hazardous Conditions (Creek Hazard)

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

- a) Form and Character of Commercial, Industrial, and Multifamily Development

The proposal is in keeping with the OCP Design Guidelines for Commercial and Mixed-Use Buildings as well as the Lower Lynn Town Centre Implementation Plan (Lynn Creek).

Advisory Design Panel

The application was considered by the Advisory Design Panel (ADP) on September 13, 2018 and the Panel recommended approval of the project subject to resolution of the Panel's comments. Key issues raised by the Panel included:

- Consideration of different colours, finish materials, and design features to better integrate the various project elements
- Adjustments to the siting and design of the north building to reduce shading on the town centre plaza
- Refinements to the plaza space to the north to address grading and the relationship to the property to north, as well as changes to the design and function of the "mews space" which connects the plaza to the new north/south lane at the east side of the site

- Exploring options to make better use of the proposed south plaza along Mountain Highway and the large podium roof area
- Improving the appearance and connectivity for the surface parking area at the rear of the project

The applicant's current proposal has incorporated responses to the issues raised by the Panel and response to each are detailed below:

- Building elevations have been revised to include colours and architectural detailing in accordance with the Lynn Creek Design Public Realm Guidelines.
- The north building facing the plaza has been revised and the edge along Mountain Highway has been shifted to the east by 5 m (16 ft.) to allow for greater sun exposure on the plaza.
- Surface parking at the northeast corner of the parking courtyard has been removed to provide better connectivity between the plaza and Marie Place Park.
- The "mews" connecting Mountain Highway to Marie Place Park has been widened by moving the planters along the north property line.
- Additional seating has been added to secondary plaza on Mountain Highway to help animate the space.

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

b) Energy and Water Conservation and Greenhouse Gas Emission Reduction

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

The project's energy strategy consists of the following components:

- A "fossil fuel free" mechanical design incorporating electric baseboard heating for the two mid-rise residential buildings and a heat pump approach for the high-rise
- Electric domestic hot water systems for all residential units
- Electric cooking appliances for all residential units
- A high performance building envelope (roof, walls, windows)
- Energy efficient lighting
- Exhaust air heat recovery (to capture heat from exhausted air)

The project is targeting Step 3 of the BC Energy Step Code with a low carbon energy system for the residential components. It is anticipated that the project will achieve a reduction of 50% in GHGI compared to a project meeting the minimum Construction

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Bylaw requirement for a “Step 3 project with a Low Carbon Energy System” and an 80% reduction compared to the GHGI of a conventionally-designed project meeting “Step 3” which relies on the use of fossil fuels.

In accordance with the Construction Bylaw, the commercial spaces within the project would comply with “Step 3” of the Step Code. These spaces may include the use of some natural gas components, such as restaurant cooking appliances.

Other “green building” project elements intended to assist in energy and resource conservation are noted below:

- “Fly Ash Concrete” - an alternative to traditional concrete - for the construction of the mid-rise and high-rise components of the project
- “Energy Star” appliances
- Low flow and low flush plumbing fixtures
- Rainwater detention facilities
- Drought resistant landscape selections to reduce outdoor water usage
- Programmable thermostats
- Transportation Demand Management Strategies to reduce reliance on vehicles
- Roadway improvements including new pedestrian and bicycle infrastructure

c) Protection of Development from Hazardous Conditions (Creek Hazard)

The proposed design reflects the OCP Guidelines for Protection of Development from Hazardous Conditions (Creek Hazard). A flood hazard assessment report by Keystone Environmental was submitted with the application and the building is designed in accordance with the recommendations of that report.

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

Accessibility

The proposal fulfils the requirements of the District's Accessible Design Policy for Multi-family Housing as 100% of the units (420) will meet the 'Basic Accessible Design' criteria and 5% of the units (21) will meet the 'Enhanced Accessible Design' criteria.

Vehicle Parking

Parking is proposed in a mix of at-grade spaces and a two-level underground parking garage, with both the surface and underground parking areas accessed from the new lane proposed to the east of Mountain Highway.

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Part 10 of the Zoning Bylaw requires 736 stalls for residential uses (including visitor stalls) and 53 stalls for commercial and childcare uses for a total of 789 parking stalls. This proposal has undertaken a parking needs assessment in conjunction with the District's "Alternative Vehicle Parking Rates Policy".

The District's "Alternative Vehicle Parking Rates" Policy was approved in November 2020 and includes base parking rates based on unit mix with opportunities for parking reductions based on location if the proposal includes Transportation Demand Management (TDM) features. The proposal complies with the new policy and results in a total of 464 parking spaces. The parking provision is broken down as follows:

<b>Resident Parking</b>	<b>Stalls per Unit</b>	<b>Total Stalls</b>
Strata Units	1.2	252
Market Rental Units	0.7	119
Non-Market Rental Units	0.6	25
Residential Visitor	0.07	29
<b>Total Residential</b>		<b>425</b>
<b>Non-Resident Parking</b>		
Childcare	-	8
Commercial	-	31
<b>Total Commercial</b>		<b>39</b>
<b>Total Parking</b>		<b>464</b>

Proposed universal parking for the residential and commercial components of the project will comply with the District's Accessible Design Policy for Multi-Family Housing and the Zoning Bylaw. A total of 21 universal parking spaces are proposed.

The proposed TDM features include pedestrian and cycling improvements on Mountain Highway and Crown Street, bicycle parking and maintenance rooms, two car share parking spaces, and an end-of-trip bike facility for commercial tenants and visitors.

The District OCP includes as Section 5.1 (8) the statement that reductions for parking requirements should be considered for new developments in centres well served by transit as ways to encourage alternate modes of transportation and to increase housing affordability.

The applicant has submitted a Transportation Impact Assessment prepared by Bunt and Associates that supports the proposed parking rate and notes that the site is well-served by transit and within walking distance to Phibbs Transit exchange.

The applicant has proposed to provide energized outlets capable of supporting "Level 2" charging for all of the residential parking spaces and for 20% of the commercial parking spaces.

Staff are supportive of the proposed parking as the site is well-served by transit and adjacent to the heart of the Town Centre, and the overall plan for the Lynn Creek Town Centre includes numerous long-term transportation improvements for pedestrians and bicyclists.

### Bicycle Parking and Storage

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

- A minimum of 1.5 spaces for a studio or one-bedroom unit
- A minimum of 2 spaces for a two or more bedroom unit
- A minimum of 2 spaces for a commercial unit

Application of the Policy would result in the following bicycle parking provision:

- 741 "Class 1" long-term bicycle storage spaces for residents;
- 42 "Class 2" short-term storage spaces for residential visitors;
- 6 "Class 1" long-term bicycle storage spaces for commercial tenants; and
- 8 "Class 2" short-term storage spaces for commercial visitors.

The applicant is proposing to provide bicycle parking at a rate of approximately 1.9 Class 1 "long-term" secure bike stalls per residential dwelling unit and 0.1 Class 2 "short-term" bike stalls per residential dwelling unit for a total of 847 spaces as shown in the table below. An additional 14 bicycle parking spaces are proposed for commercial uses (Class 1 and Class 2 stalls). The proposed bicycle parking rate is compliant with the bicycle policy requirement. All secure residential and commercial bicycle storage will include access to Level 1 electric bicycle charging.

	<b>Class 1 (Long Term) – Secure Bicycle Storage</b>	<b>Class 2 (Short Term) – Bicycle Storage</b>	<b>Total</b>
Residential	805	42	847
Non-residential*	6	8	14
<b>Total</b>	<b>811</b>	<b>50</b>	<b>861</b>

\*Does not include parking for childcare use.

Two bicycle maintenance rooms are proposed in the underground parkade and an end-of-trip cycling facility in the commercial parking area. The bicycle maintenance rooms typically include a work bench, repair tools, and tire pumps to allow residents to maintain their bicycle and help encourage continued bicycle use. The end-of-trip facility is intended support cyclists in completing trips and includes a toilet, sink, clothing lockers, and a shower.

**SUBJECT: Bylaws 8505, 8506, 8507, and 8508 for a Mixed-use Development at 1510 - 1530 Crown St. and 420 - 460 Mountain Hwy.**

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The requirements for the bicycle spaces are secured in the proposed CD136 zone. Overall, the bicycle parking proposed, along with the proximity to transit service, will help to support alternate transportation options for residents and visitors to the project.

In conjunction with the pedestrian and cycling infrastructure improvements proposed, the car share parking, bicycle parking, bike repair rooms and end-of-trip facility proposed should help to reduce reliance on private vehicle use for residents and visitors to the project.

Off-site improvements

The application includes a number of off-site improvements:

- Improved street frontages with street tree plantings and streetlight upgrades, including pedestrian lighting, curb, gutter, and paving improvements, along Mountain Highway and Crown Street;
- New bicycle lanes on Mountain Highway and Crown Street along the frontage of the site;
- Creation of a new north-south lane connecting Hunter Street to Crown Street along the east side of the site;
- Creation of the southern portion of a new town centre plaza and “mews” that will connect Mountain Highway to the future expanded Marie Place Park; and
- Creation of a smaller commercial plaza fronting Mountain Highway.

This project would provide substantial land dedications for roadways including:

- The creation of the new 8m wide north-south lane at the east side of the property
- Dedications on Crown Street and on Mountain Highway for improved transit service; and streetscapes including new bicycle infrastructure and a weather-protected transit stop.

The estimated total value of off-site works (engineering and landscaping) is approximately \$1,969,800 and includes the new north-south lane to the east. This estimate has been provided by the applicant and the full scope (and value) of required off-site construction will be determined through the detailed design work at the Building Permit stage.

### Development Cost Charges

The project would pay District Development Cost Charges (DCC's) at the applicable rate at the time of Building Permit submission should the rezoning, and Development Permit be approved. Current DCC's are estimated at approximately \$4,148,282 (2021 rates). If the project proceeds, Council may consider whether to direct staff to prepare a Development Cost Charge Waiver Bylaw (Attachment 5) to establish a DCC rate at \$0 for the 45 non-market rental units, subject to securing the non-market units in a housing agreement bylaw. Should the waiver be approved, the value of the waiver based on 2021 DCC rates would be approximately \$420,951.

### Community Amenity Contribution

The District's Community Amenity Contribution (CAC) Policy outlines expectations for contribution for projects which result in an increase in density. A CAC of \$2,500,000 is included in the proposed CD136 Zone.

It is anticipated that the CACs from this development will be directed toward affordable or special needs housing; the provision or enhancement of public facilities which may include but are not limited to: the community centre; childcare; park, plaza, trail, environmental, pedestrian or other public realm, infrastructure improvements; and public art and other beautification projects.

### Tenant Relocation Assistance

The District's Residential Tenant Relocation Assistance Policy (RTRAP) applies to rezoning applications that result in the demolition of any building or combination of buildings containing five or more dwelling units occupied by renters at the time of submission of a Detailed Planning Application. There are five existing single-family homes and one commercial space located on the subject site. At the time of the Detailed Application submission, the homes were owner-occupied and the provisions of the RTRAP were not applicable as a result. All residential properties are now vacant and the lease for 460 Mountain Highway (Dykhof Nursery) ended in August 2021.

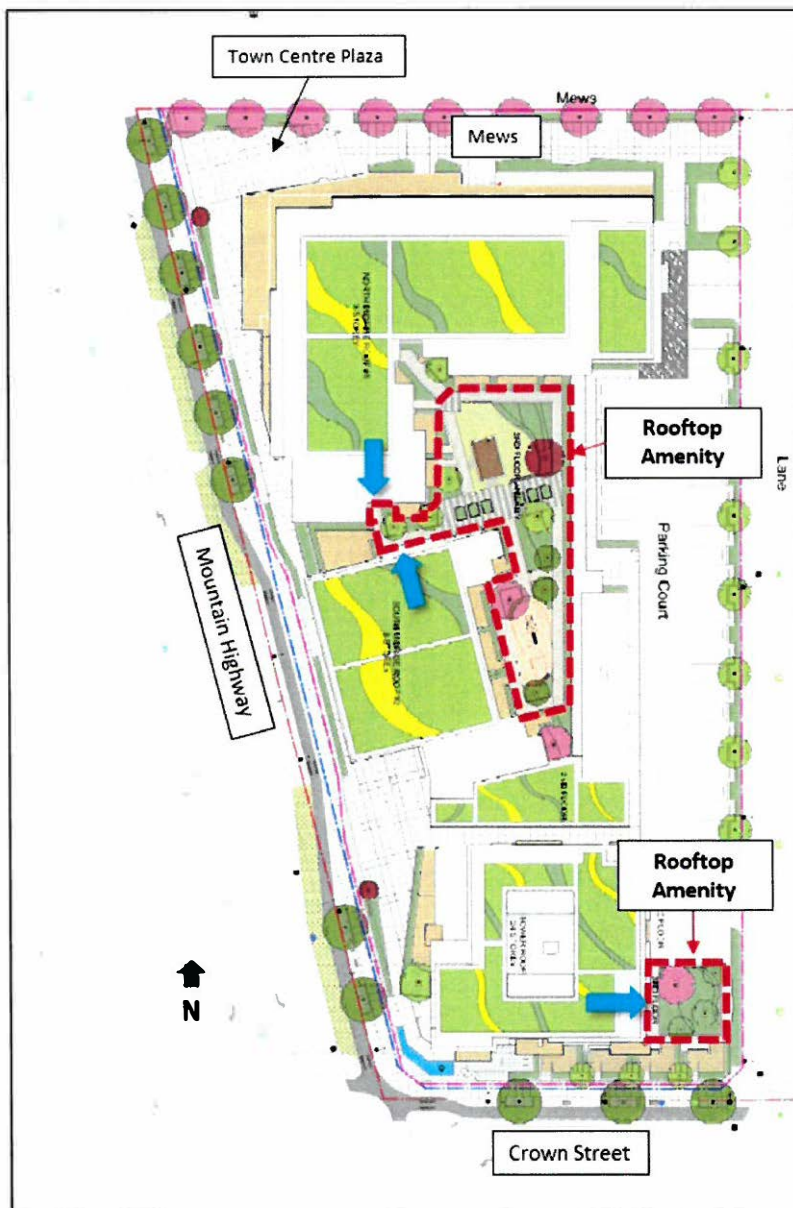
### Landscaping

A conceptual landscape plan has been submitted with the rezoning application which shows concepts for the public realm areas, including the southern portion of the "Town Centre" plaza space, the pedestrian "mews", and areas along the adjacent streets.

The landscape plan includes two "rooftop amenity" areas for residents: one above the commercial podium of the 7 and 8-storey buildings for use by the rental tenants and the other above the townhouse units at the base of the 24-storey tower in the southeast corner of the site for use by the strata residents

The north rooftop amenity space is approximately 569 m<sup>2</sup> (6,125 sq. ft.) in size and includes a variety of landscaped areas with planters; paved pathways; a children's play area with benches; and an outdoor seating area with picnic tables and a trellis. Interior access to the space is shown with blue arrows on the landscape plan.

The rooftop amenity space in the southeast corner of the project is approximately 115 m<sup>2</sup> (1,220 sq. ft.) and includes patio areas, trees, and a useable lawn area. Interior access from the adjacent amenity space in the building is shown with a blue arrow.



The project proposes to install green roofs on each of the buildings as shown on the adjacent image to help manage storm water runoff, reduce greenhouse gas emissions, and enhance biodiversity in the area. The proposed planting plan for these spaces includes a mix of perennials, grasses and low growing groundcover. These spaces would not be accessible to residents of the project.

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

**Financial Impacts:**

The project will contribute the following housing amenities, off-site works, land, DCC's, and CAC's:

- 45 non-market rental units
- 170 market rental units
- Off-site works currently estimated at approximately \$1,969,800.
- Land dedications totalling approximately 1,552m<sup>2</sup> (16,700 sq. ft.)
- DCC's on 170 market rental units and 205 strata units estimated at \$3,727,331.
- CAC of \$2,500,000



The District's housing reserve fund will support the waived DCC's on the non-market residential units (estimated at \$420,951 based on 2020 DCC rates).

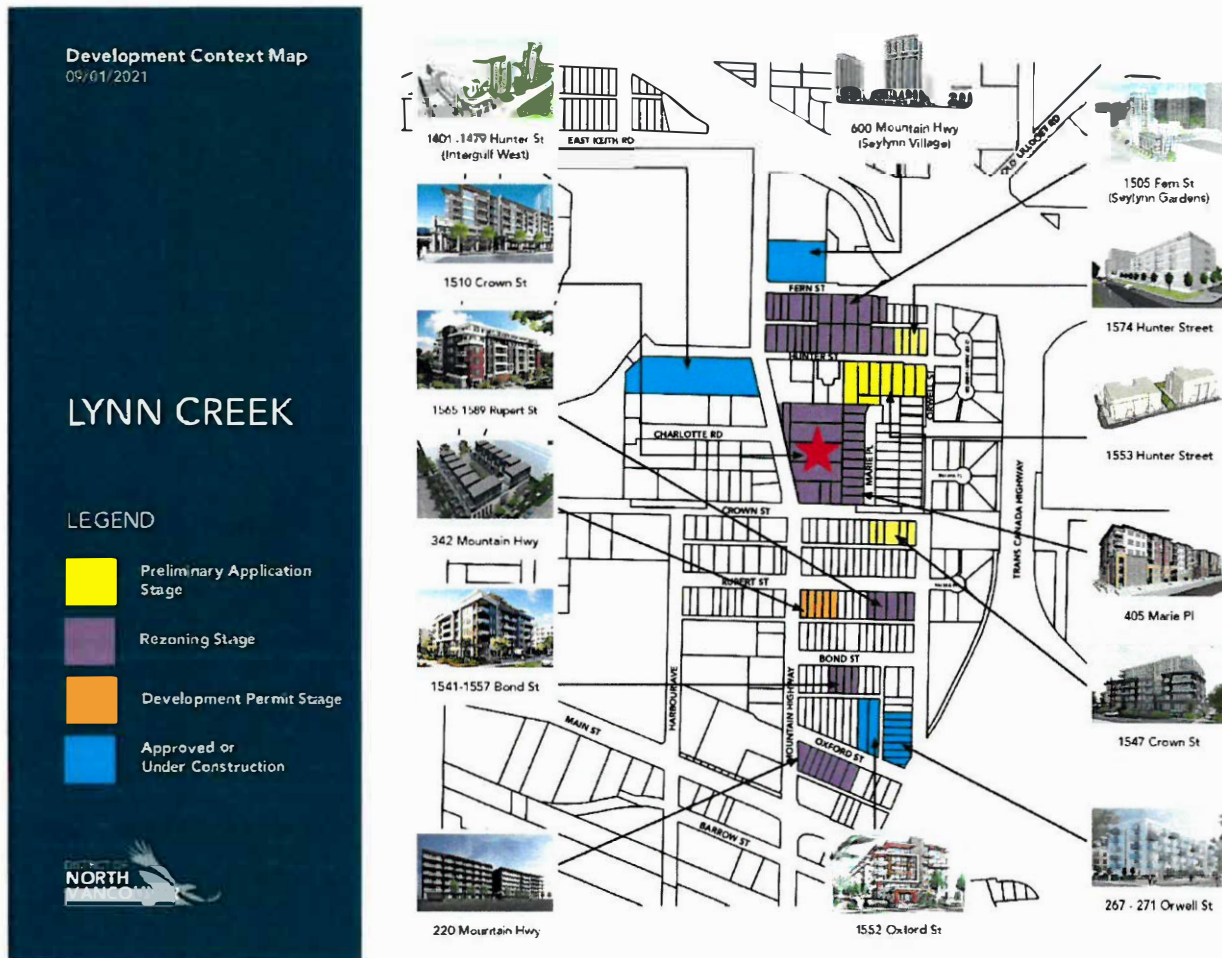
**Concurrence:**

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

The District of North Vancouver Rezoning Bylaw 8505 affects land lying within 800m of a controlled access intersection and therefore approval by the Provincial Ministry of Transportation and Infrastructure will be required after third reading of the bylaw and prior to consideration of bylaw adoption.

Construction Traffic Management Plan:

The site is shown in the image below in relation to other residential construction projects and potential development projects in Lynn Creek Town Centre.



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

In particular, the Construction Traffic Management Plan must:

1. Provide safe passage for pedestrians, cyclists, and vehicle traffic;
2. Outline roadway efficiencies (i.e. location of traffic management signs and flaggers);
3. Make provisions for trade vehicle parking which is acceptable to the District and minimizes impacts to neighbourhoods;
4. Provide a point of contact for all calls and concerns;
5. Provide a sequence and schedule of construction activities;

6. Identify methods of sharing construction schedule with other developments in the area;
7. Ascertain a location for truck marshalling;
8. Address silt/dust control and cleaning up from adjacent streets;
9. Provide a plan for litter clean-up and street sweeping adjacent to site; and,
10. Include a communication plan to notify surrounding businesses and residents.

### Public Input

The applicant held facilitated Public Information Meetings on July 11, 2018 and on November 7, 2018. Notices were distributed to neighbours in accordance with the District's policy on Non-Statutory Public Consultation for Development Applications. Two notification signs were placed on the property to notify passers-by of the meeting, and advertisements were placed in the North Shore News. A webpage was established for the project on the District's website.

The July 11th meeting was attended by approximately 15 residents and the November 7th meeting had attendance of approximately 11 residents.

In general, topics of discussion and comment at the meetings included the parking proposed in the project, the mix of uses, construction timeline, the cost of the dwelling units, and local traffic challenges. Concerns expressed noted traffic arising from the proposed development, the need for infrastructure improvements, and impacts anticipated due to construction. Supportive comments noted the need for a grocery store in the area, and an appreciation for the design of the project as presented.

Copies of the facilitator reports for both meetings (with redacted public input) (**Attachments 6 and 7**) are attached for reference.

### Implementation

Implementation of this project requires rezoning of the properties, approval of Housing Agreements and a Development Cost Charge Waiver, as well as issuance of one or more development permits and registration of legal agreements.

Bylaw 8505 (**Attachment 2**) rezones the subject site from C7, RS4 and RS5 to a new Comprehensive Development Zone 136 (CD136) which:

- establishes the permitted residential and commercial uses;
- allows home occupations as an accessory use;
- establishes the maximum permitted floor area on the site;
- establishes setback and building height regulations; and,
- establishes parking regulations specific to this project.

**SUBJECT: Bylaws 8505, 8506, 8507, and 8508 for a Mixed-use Development at 1510 - 1530 Crown St. and 420 - 460 Mountain Hwy.**

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Bylaw 8506 (**Attachment 3**) authorizes the District to enter into a Housing Agreement to ensure that there will be no future restrictions on renting the strata units.

Bylaw 8507 (**Attachment 4**) authorizes the District to enter into a Housing Agreement to secure market and non-market rental units in perpetuity.

Bylaw 8508 (**Attachment 5**) authorizes the District to waive Development Cost Charges for non-market rental units.

A legal framework will be required to support the project and it is anticipated that a development covenant will be used to secure items such as the details of off-site servicing and airspace parcel subdivision requirements. Additional legal documents required for this project include (but not limited to):

- subdivision plan showing road dedications;
- statutory right of way to secure public access to on-site plaza area and “mews”;
- statutory right of way to secure public access to sidewalk portions along Mountain Highway and Crown Street;
- development covenant to reference the general form and layout of project and to secure grocery and childcare uses; and requirements for off-site servicing and on-site public features including public art.
- stormwater management covenant;
- easements for access to rooftop amenity areas;
- covenant to specify that any “unsold” parking spaces be transferred to strata corporation;
- registration of housing agreement regarding prohibition of rental restrictions for strata units;
- registration of housing agreement to secure rental units in perpetuity; and
- registration of housing agreement regarding operation of 45 units as affordable rental units to be operated by a non-profit society.

**CONCLUSION:**

This project assists in implementation of the District's Official Community Plan and OCP Action Plan objectives and the Lower Lynn Town Centre Implementation Plan (Lynn Creek) providing key features of the Town Centre including a grocery store and portion of the “town centre plaza”. The project also advances new rental and non-market rental housing in compliance with the District's “Rental and Affordable Housing Strategy” and Council's priority direction regarding rental housing. The project also assists in addressing the childcare shortage in Lynn Creek Town Centre identified in the Childcare Action Plan. The rezoning proposal is now ready for Council's consideration.

**SUBJECT: Bylaws 8505, 8506, 8507, and 8508 for a Mixed-use Development at  
1510 - 1530 Crown St. and 420 - 460 Mountain Hwy.**

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**Options:**

The following options are available for Council's consideration:

1. Give Bylaws 8505, 8506, 8507 and 8508 First Reading and refer Bylaw 8505 to a Public Hearing (staff recommendation); or,
2. Refer the project back to staff for further consideration; or,
3. Defeat the bylaws at First Reading.

Respectfully submitted,



Darren Veres  
Development Planner

**Attachments:**

1. Architectural and Landscape Plans
2. Bylaw 8505 – Rezoning
3. Bylaw 8506 – Housing Agreement – No Rental Restriction
4. Bylaw 8507 – Housing Agreement – Market Rental and Affordable Rental Units
5. Bylaw 8508 – DCC Waiver
6. Facilitator Report - July 11, 2018 Public Information Meeting
7. Facilitator Report - November 7, 2018 Public Information Meeting

**SUBJECT: Bylaws 8505, 8506, 8507, and 8508 for a Mixed-use Development at  
1510 - 1530 Crown St. and 420 - 460 Mountain Hwy.**

September 16, 2021

Page 29

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

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**Aerial view of Mountain Highway looking southeast**



**Street-level view of plaza on north side of site**



**Rear view of development looking towards southwest**



Marie Place Park

Plaza

Lane

Parking Court

GROUND FLOOR

3RD FLOOR

2ND FLOOR

NORTH MIDRISE ROOF #1  
7 STOREY

SOUTH MIDRISE ROOF #2  
8 STOREY

TOWER WING  
24 STOREY

Mountain Hwy

Charlotte Rd.

New Property Line  
S.R.O.W.  
Old Property Line

CLIENT  
**FABRICORP**  
100 St George St Suite 1000 Toronto, ON M5T 1A7

COMMENTS  
This preliminary site plan is for information only. It is not intended to be used for any other purpose. The client is responsible for ensuring that the site plan is accurate and complete. The client is also responsible for ensuring that the site plan is in compliance with all applicable laws and regulations.

NO.	REVISION	STATUS	DATE
1	REVISION 1: REVISION AND DP		20/08/11
2	REVISION 2: REVISION AND DP		20/08/11
3	REVISION 3: REVISION AND DP		20/08/11
4	REVISION 4: REVISION AND DP		20/08/11
5	REVISION 5: REVISION AND DP		20/08/11

PREPARED BY  
**IBI**  
100 St George St Suite 1000 Toronto, ON M5T 1A7 Tel: (416) 593-2200 Fax: (416) 593-2201  
www.ibi.com

PROJECT  
**MOUNTAIN HWY**  
CROWN STREET & MOUNTAIN HIGHWAY

PROJECT NO. 11043  
DRAWN BY: CH  
CHECK BY: JBP  
SCALE: AS SHOWN  
DATE: 08/08/10

SHEET TITLE  
**SITE PLAN**

SHEET NUMBER  
**L0.01**





MARCH 21ST (SPRING EQUINOX)-10AM



MARCH 21ST (SPRING EQUINOX)-2PM

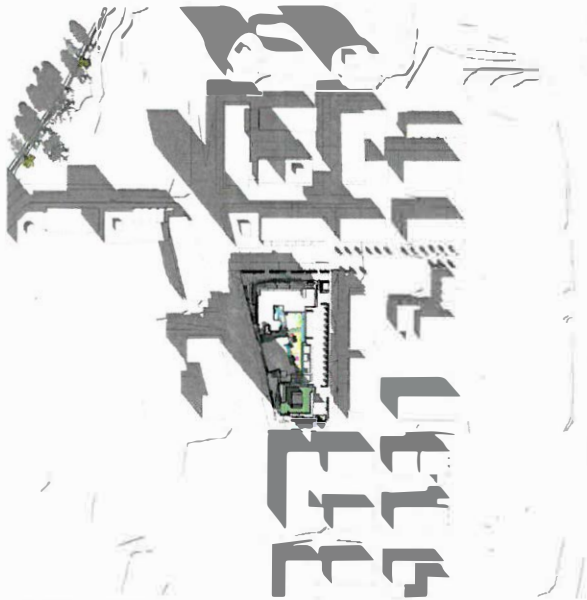


MARCH 21ST (SPRING EQUINOX)-12PM



MARCH 21ST (SPRING EQUINOX)-4PM

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<b>COMMISSION</b>	
[Redacted Commission Details]	
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[Redacted Date]	
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CROWN STREET & MOUNTAIN HIGHWAY	
LYNN CREEK TOWN CENTER DISTRICT	
OF NORTH VANCOUVER, BC	
<b>PROJECT NO.</b>	
[Redacted Project Number]	
<b>DESIGNED BY</b>	
[Redacted Designer]	
<b>DATE</b>	
[Redacted Date]	
<b>SHEET TITLE</b>	
SHADOW STUDY (SPRING EQUINOX)	
<b>DATE</b>	<b>REV.</b>
DP0.12	001



SEPTEMBER 21ST (FALL  
EQUINOX)-10AM



SEPTEMBER 21ST (FALL  
EQUINOX)-2PM



SEPTEMBER 21ST (FALL  
EQUINOX)-12PM



SEPTEMBER 21ST (FALL  
EQUINOX)-4PM

**CLIENT**

**COMPANY**

**PROJECT**

**DATE**

**BY**

**PROJECT CONSULTANT**

**PROJECT**

**PROJECT NO.**

**DESIGNED BY**

**DATE**

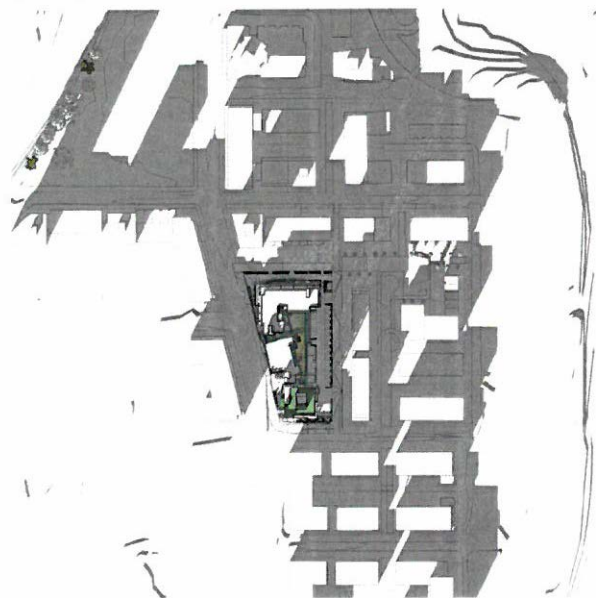
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**SHEET NO.**

**DP0.13**



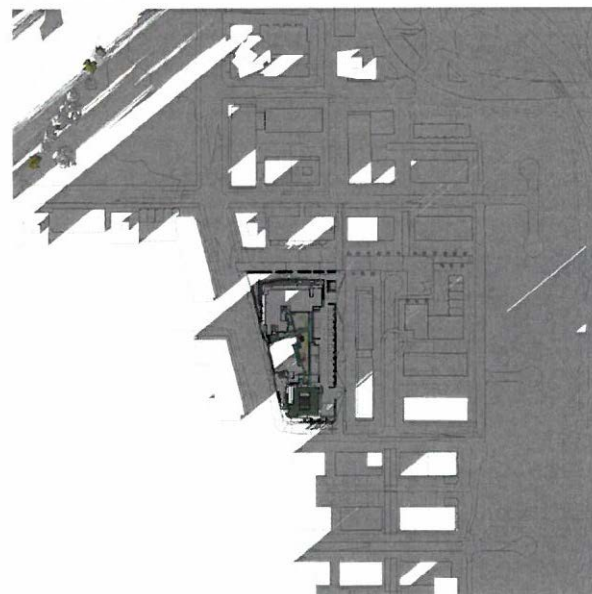
DECEMBER 21ST (WINTER SOLSTICE)-10AM



DECEMBER 21ST (WINTER SOLSTICE)-2PM



DECEMBER 21ST (WINTER SOLSTICE)-12PM



DECEMBER 21ST (WINTER SOLSTICE)-4PM


CLIENT  
 **CLINTON**  
 1000 West 10th Avenue, Suite 1000

COMPANIES  
 1000 West 10th Avenue, Suite 1000  
 1000 West 10th Avenue, Suite 1000  
 1000 West 10th Avenue, Suite 1000

REVISIONS  
 NO. 1 DESCRIPTION (DATE) BY

DATE

REVISIONS

PREPARED BY  
 **IBI**  
 1000 West 10th Avenue, Suite 1000  
 Vancouver, BC V6E 1A1 Canada  
 Tel: (604) 681-1111 Fax: (604) 681-1111  
 www.ibi.com

PROJECT  
**CROWN STREET & MOUNTAIN HIGHWAY**  
 LYNN CREEK TOWN CENTER DISTRICT  
 NORTH VANCOUVER, BC

PROJECT NO. 10000

DESIGNED BY

CREATED BY

SCALE

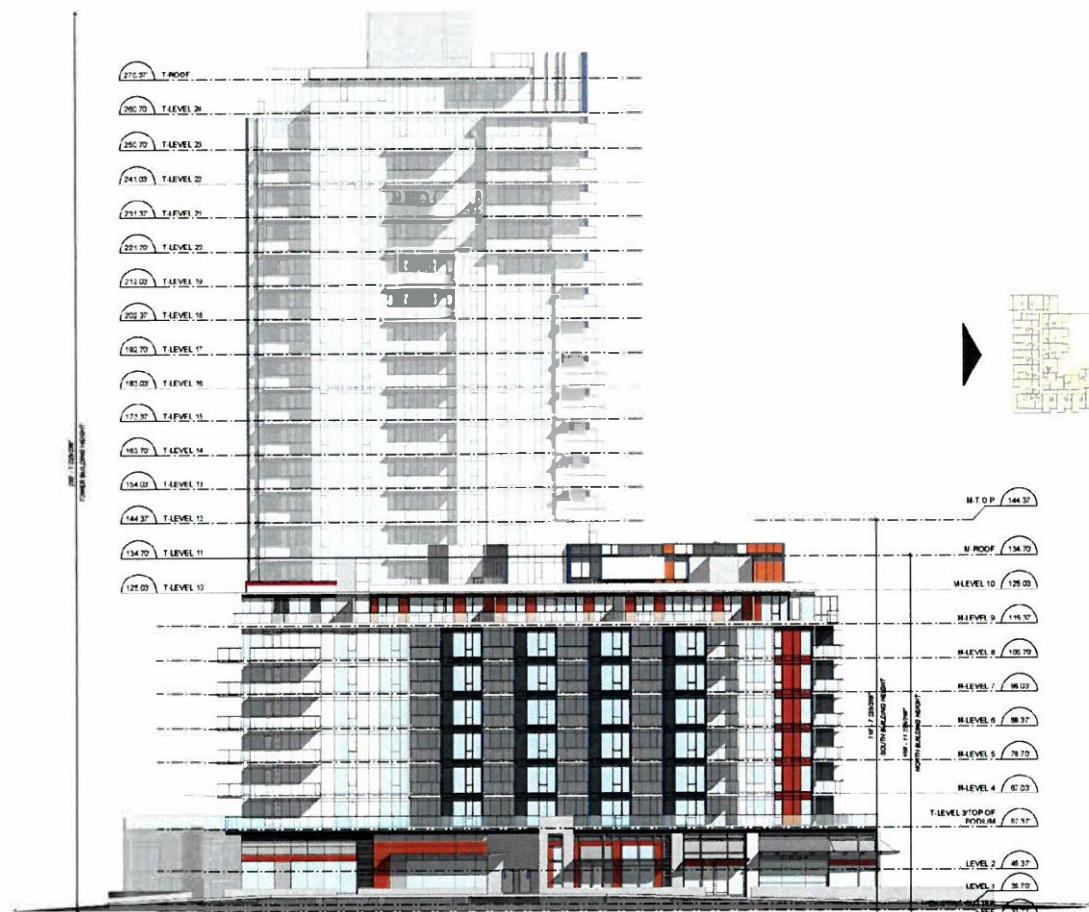
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SHEET TITLE

**SHADOW STUDY**  
**(WINTER SOLSTICE)**

SCALE  
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NO. 1



DATE

SCALE

PROJECT NO.

IBI  
 3000 10th Avenue, Suite 100  
 Denver, CO 80202  
 (303) 733-1111  
 www.ibi.com

PROJECT  
 CROWN STREET &  
 MOUNTAIN HIGHWAY  
 LYNN CRECHTOWN CENTER DISTRICT  
 OF NORTH MANASSAS, VA

PROJECT NO. 10001

DATE 01/15/2015

SCALE 1/8" = 1'-0"

SHEET NO. 00001-1

SHEET TITLE

OVERALL NORTH ELEVATION

DATE 01/15/2015

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SHEET NO. 00001-1

SHEET TITLE

OVERALL NORTH ELEVATION

DATE 01/15/2015

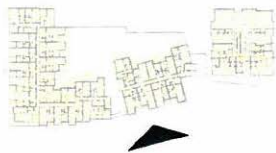
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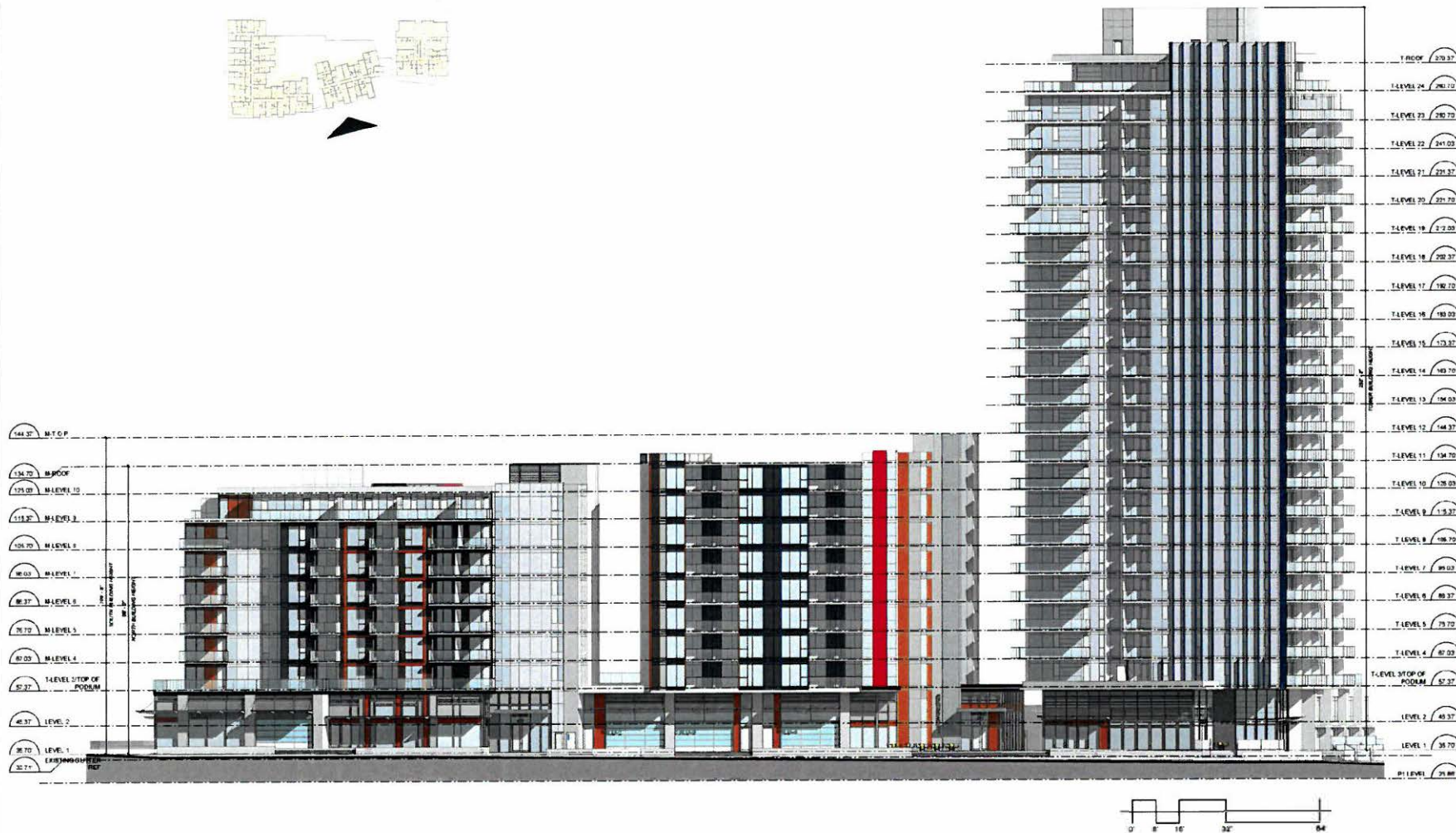
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DATE 01/15/2015

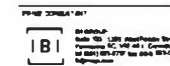


**Client:**  
Crown Street & Mountain Highway  
1111 11th Avenue, Suite 100  
Vancouver, BC V6C 1A1  
Tel: 604.681.4771  
Fax: 604.681.4772  
Email: info@csmh.ca

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



**Architect:**  
IBI Group Inc.



**Project:**  
CROWN STREET &  
MOUNTAIN HIGHWAY  
LYNN CREEK TOWN CENTER DISTRICT  
OF NORTH VANCOUVER, BC

**Project No:** 10797

**Client:** CSMH

**Scale:** As indicated

**Date:** 08/09/14

**Overall West Elevation**

**Sheet:**  
DP2.02

CLIENT  
**FABRICONE**  
 9800 West Broadway, Suite 1000, Vancouver, BC V6P 6C7

CONTRACTOR  
 The architectural drawings for this project have been prepared by the architect in accordance with the requirements of the British Columbia Building Code and the National Building Code of Canada. The drawings are intended to be used for the construction of the project and are not to be used for any other purpose. The architect is not responsible for the construction of the project or for any other matter.

SCALE  
 1/8" = 1'-0"



① Overall East Elevation  
 1/16" = 1'-0"

REVISIONS

PROJECT CONSULTANT  
**IBI**  
 800-468-4684  
 Suite 100, 1395 West Pender Street  
 Vancouver, BC V6P 6C7 Canada  
 Tel: (604) 681-4711 Fax: (604) 681-0482  
 ibi@ibi.ca

PROJECT  
**CROWN STREET &  
 MOUNTAIN HIGHWAY  
 LYNN CREEK TOWN CENTER DISTRICT  
 OF NORTH VANCOUVER, BC**

PROJECT NO. 10293

DRAWN BY

CHECKED BY

SCALE

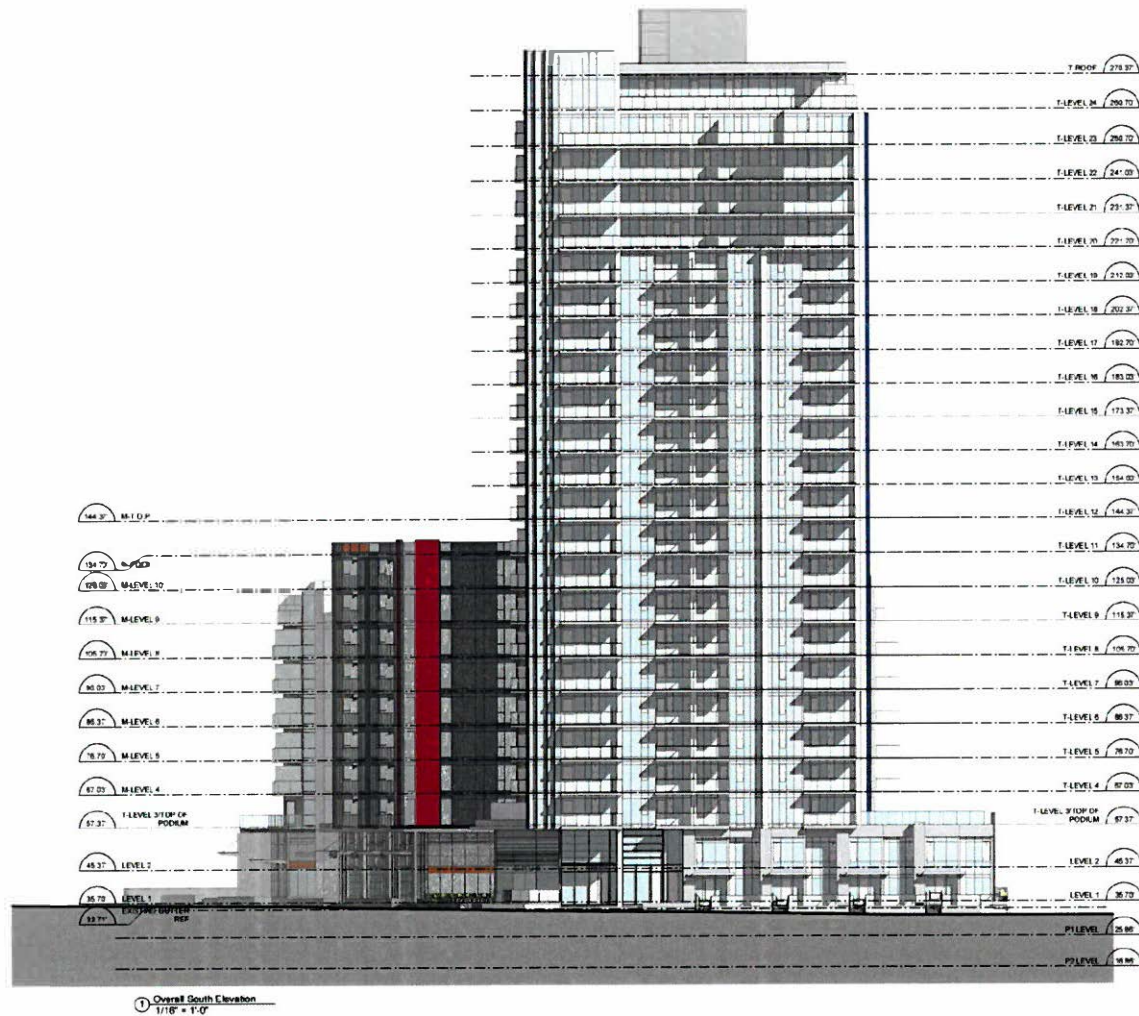
DATE

SHEET TITLE

**OVERALL EAST  
 ELEVATION**

EXISTING MATTER

SHEET  
 NUMBER  
**DP2.03**




CURTIS  
 **PROFESSIONAL ARCHITECTS**  
 202 - 684-0400 • 202 - 684-0401

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 The information contained herein is for informational purposes only and is not intended to be used for any other purpose. The information is provided as is, without warranty of any kind, express or implied, including but not limited to the accuracy, completeness, or reliability of the information. The user assumes all responsibility for the use of the information.

SCALE  
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DATE

SUBMITTAL DATE

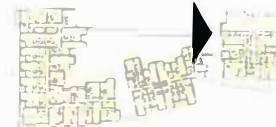
PRIME CONSULTANT  
 **IBI GROUP**  
 Suite 100 - 1395 Alton Road Street  
 Vancouver, BC V6E 4B1 Canada  
 Tel: (604) 681-8777 Fax: (604) 681-0400  
 info@ibi.com

PROJECT  
**CROWN STREET &  
 MOUNTAIN HIGHWAY  
 LYNN CREEK TOWN CENTER DISTRICT  
 OF NORTH VANCOUVER, BC**

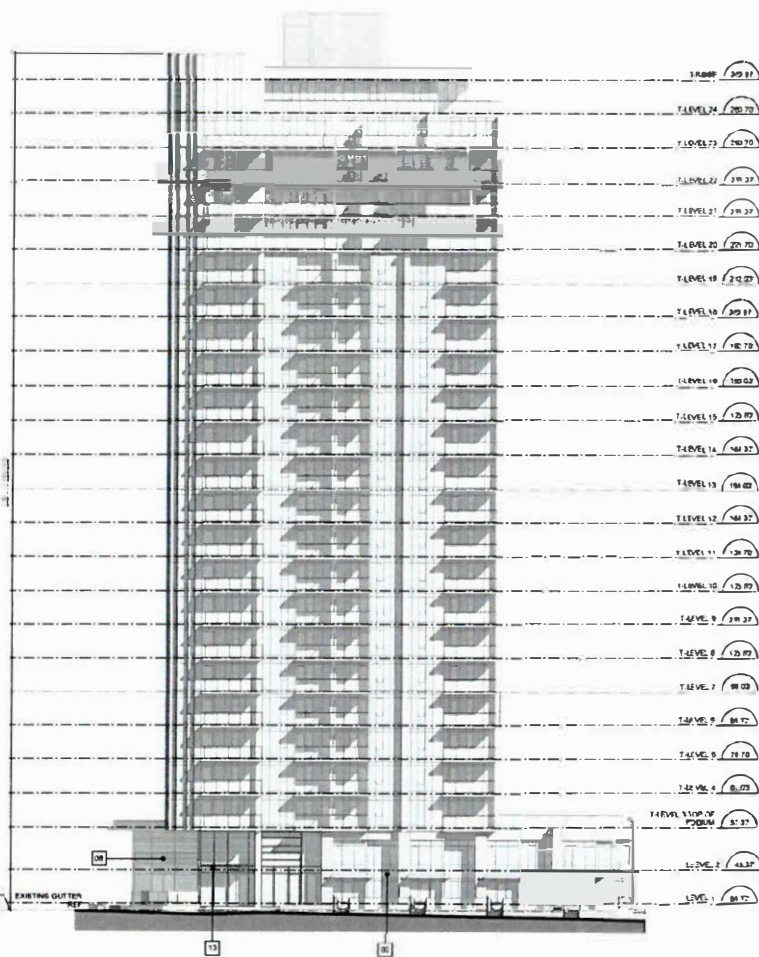
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 DATE: 09/03/10

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SHEET NUMBER  
**DP2.04**



**CLIENT**  
**ARCHITECT**  
**CONSULTANT**  
**DATE**  
**PROJECT**



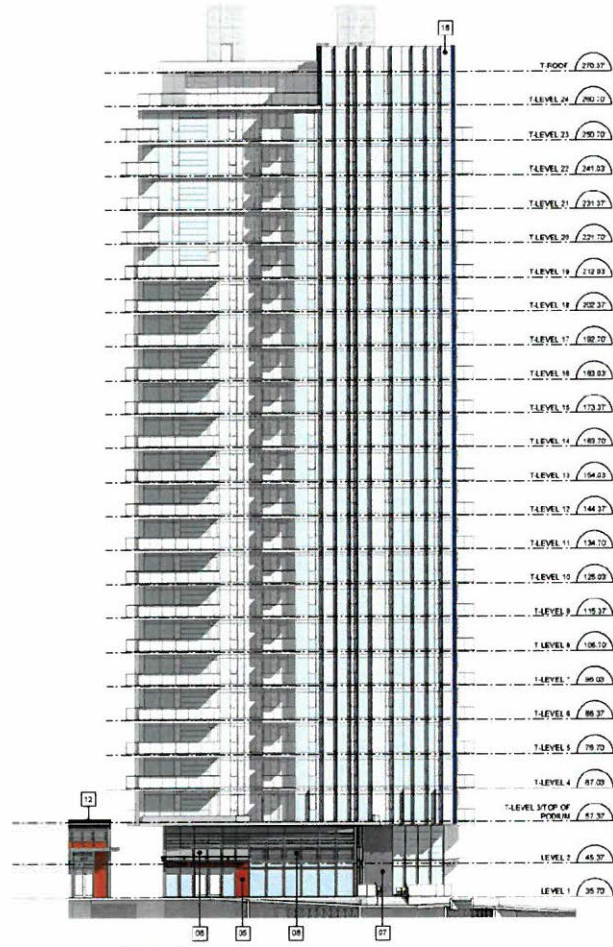


**CLIENT**  
**FARRINGTON**  
 1000 10th Avenue, Suite 1000, Vancouver, BC V6Z 1G7

**COMPANION**  
 The architectural drawings are to be used in conjunction with the approved building permit. The drawings are not to be used for any other purpose without the written consent of the architect. The drawings are not to be used for any other purpose without the written consent of the architect.

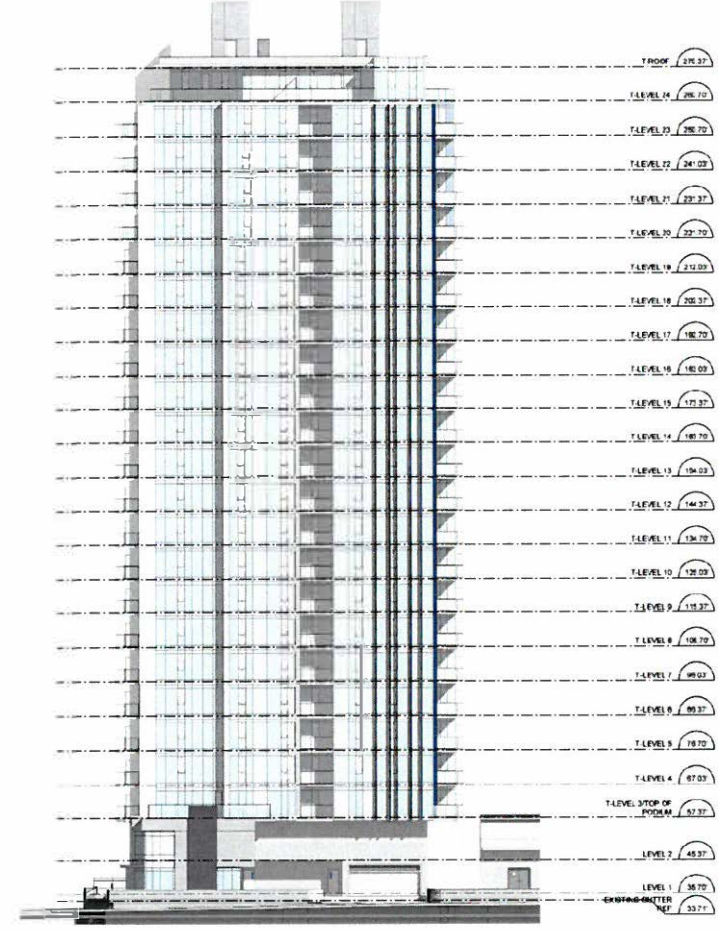
**PROJECT**  
 CROWN STREET & MOUNTAIN HIGHWAY  
 LYNN CREEK TOWN CENTER DISTRICT  
 OF NORTH VANCOUVER, BC

**DATE**  
 2020-10-10



② Tower West Elevation  
 1/16" = 1'-0"

MATERIAL KEY		
	DESCRIPTION	COLOR
01	CLEAR GLASS	CLEAR GLASS
02	SPANDREL GLASS	WHITE
03	METAL SPANDREL	BLACK
04	METAL SPANDREL	RED
05	METAL SPANDREL	WOOD GRAIN
06	SPANDREL GLASS	LIGHT GRAY
07	CULTURED STONE	GRAY
08	LOUVER	GRAY
09	ARCHITECTURE PAINTED CONCRETE	RED
10	ARCHITECTURE PAINTED CONCRETE	GRAY
11	OVERHEAD GLASS DOOR	
12	C CHANNEL	BLACK
13	GLASS CANOPY ON METAL FRAME	CLEAR GLASS
14	ARCHITECTURE PAINTED CONCRETE	LIGHT GRAY
15	ALUMINUM AND GLASS GUARD RAIL	CLEAR GLASS
16	ARCHITECTURE PAINTED CONCRETE	MEDIUM GRAY
17	CURTAIN WALL	VERY LIGHT GRAY
18	SPANDREL GLASS	WEDDING VEIL WHITE
19	SPANDREL GLASS	SEA LIFE



④ Tower East Elevation  
 1/16" = 1'-0"

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

**DATE**  
 2020-10-10

**PROJECT**  
 CROWN STREET & MOUNTAIN HIGHWAY  
 LYNN CREEK TOWN CENTER DISTRICT  
 OF NORTH VANCOUVER, BC

**PROJECT NO**  
 10000

**DRAWN BY**  
 J. B. B. B.

**CHECKED BY**  
 J. B. B. B.

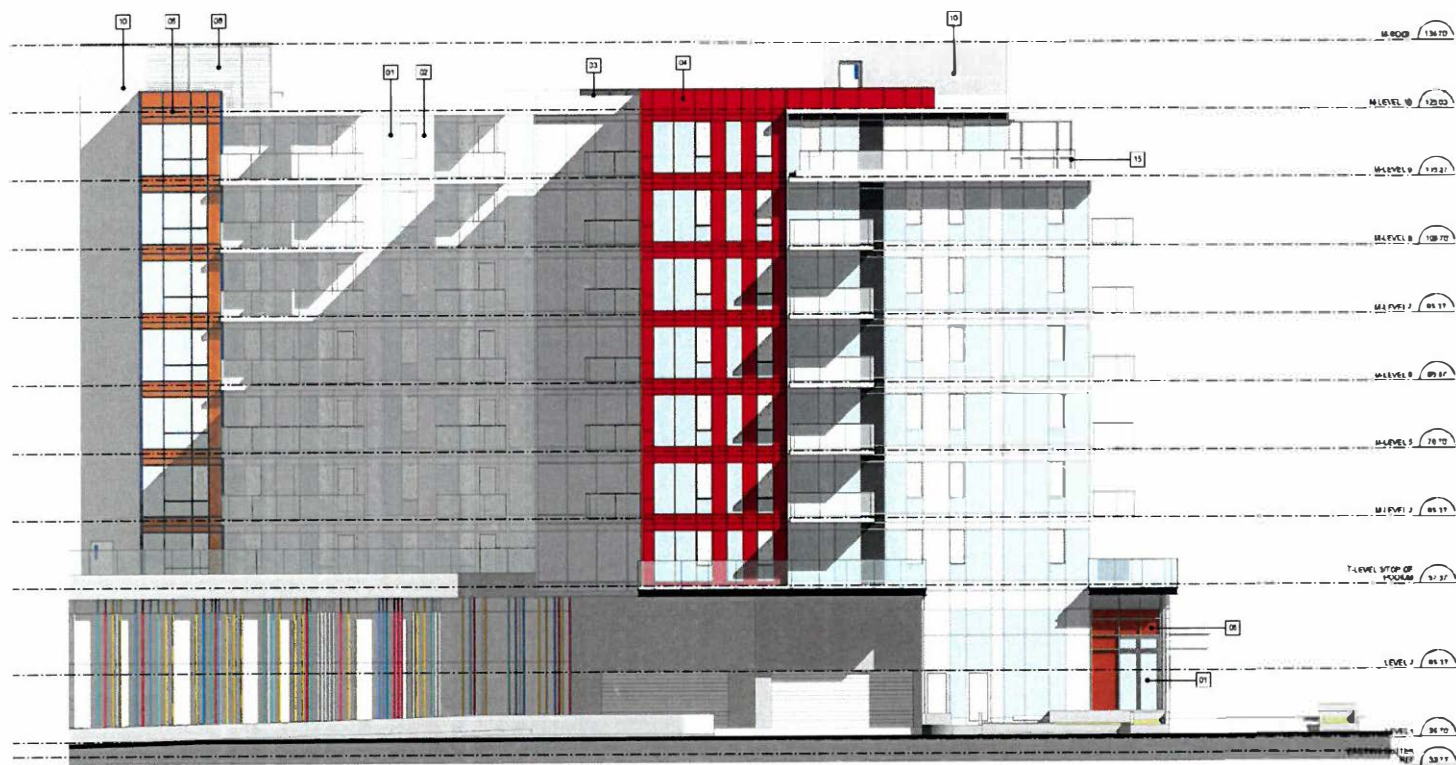
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 2020-10-10

**SHEET TITLE**  
 TOWER ELEVATIONS  
 WEST & EAST

**SHEET NUMBER**  
 DP2.06

THE PROSECUTOR

TABLE 1			
Case	Age	Sex	Site
1	12	M	Left maxilla
2	15	F	Left maxilla
3	18	M	Left maxilla
4	20	F	Left maxilla
5	22	M	Left maxilla
6	25	F	Left maxilla
7	28	M	Left maxilla
8	30	F	Left maxilla
9	32	M	Left maxilla
10	35	F	Left maxilla
11	38	M	Left maxilla
12	40	F	Left maxilla
13	42	M	Left maxilla
14	45	F	Left maxilla
15	48	M	Left maxilla
16	50	F	Left maxilla
17	52	M	Left maxilla
18	55	F	Left maxilla
19	58	M	Left maxilla
20	60	F	Left maxilla
21	62	M	Left maxilla
22	65	F	Left maxilla
23	68	M	Left maxilla
24	70	F	Left maxilla
25	72	M	Left maxilla
26	75	F	Left maxilla
27	78	M	Left maxilla
28	80	F	Left maxilla
29	82	M	Left maxilla
30	85	F	Left maxilla
31	88	M	Left maxilla
32	90	F	Left maxilla
33	92	M	Left maxilla
34	95	F	Left maxilla
35	98	M	Left maxilla
36	100	F	Left maxilla
37	102	M	Left maxilla
38	105	F	Left maxilla
39	108	M	Left maxilla
40	110	F	Left maxilla
41	112	M	Left maxilla
42	115	F	Left maxilla
43	118	M	Left maxilla
44	120	F	Left maxilla
45	122	M	Left maxilla
46	125	F	Left maxilla
47	128	M	Left maxilla
48	130	F	Left maxilla
49	132	M	Left maxilla
50	135	F	Left maxilla
51	138	M	Left maxilla
52	140	F	Left maxilla
53	142	M	Left maxilla
54	145	F	Left maxilla
55	148	M	Left maxilla
56	150	F	Left maxilla
57	152	M	Left maxilla
58	155	F	Left maxilla
59	158	M	Left maxilla
60	160	F	Left maxilla
61	162	M	Left maxilla
62	165	F	Left maxilla
63	168	M	Left maxilla
64	170	F	Left maxilla
65	172	M	Left maxilla
66	175	F	Left maxilla
67	178	M	Left maxilla
68	180	F	Left maxilla
69	182	M	Left maxilla
70	185	F	Left maxilla
71	188	M	Left maxilla
72	190	F	Left maxilla
73	192	M	Left maxilla
74	195	F	Left maxilla
75	198	M	Left maxilla
76	200	F	Left maxilla
77	202	M	Left maxilla
78	205	F	Left maxilla
79	208	M	Left maxilla
80	210	F	Left maxilla
81	212	M	Left maxilla
82	215	F	Left maxilla
83	218	M	Left maxilla
84	220	F	Left maxilla
85	222	M	Left maxilla
86	225	F	Left maxilla
87	228	M	Left maxilla
88	230	F	Left maxilla
89	232	M	Left maxilla
90	235	F	Left maxilla
91	238	M	Left maxilla
92	240	F	Left maxilla
93	242	M	Left maxilla
94	245	F	Left maxilla
95	248	M	Left maxilla
96	250	F	Left maxilla
97	252	M	Left maxilla
98	255	F	Left maxilla
99	258	M	Left maxilla
100	260	F	Left maxilla
101	262	M	Left maxilla
102	265	F	Left maxilla
103	268	M	Left maxilla
104	270	F	Left maxilla
105</			



① EAST ELEVATION  
1/8" = 1'-0"

MATERIAL KEY		
	DESCRIPTION	COLOR
01	CLEAR GLASS	CLEAR GLASS
03	SPANREL GLASS	WHITE
03	METAL SPANOREL	BLACK
04	METAL SPANOREL	RED
05	METAL SPANOREL	WOOD GRAIN
06	SPANREL GLASS	LIGHT GRAY
07	CULTURED STONE	GRAY
08	LOUVER	GRAY
09	ARCHITECTURE PAINTED CONCRETE	RED
10	ARCHITECTURE PAINTED CONCRETE	GRAY
11	OVERHEAD GLASS DOOR	GRAY
12	C CHANNEL	BLACK
13	GLASS CANOPY ON METAL FRAME	CLEAR GLASS
14	ARCHITECTURE PAINTED CONCRETE	LIGHT GRAY
15	ALUMINUM AND GLASS GUARD RAIL	CLEAR GLASS
16	ARCHITECTURE PAINTED CONCRETE	MEDIUM GRAY
17	CURTAIN	VERY LIGHT GRAY
18	SPANREL GLASS	WEDDING VEIL WHITE
19	SPANREL GLASS	SEA LIFE



**18** **DE ADVERTISING**  
Suite 100 • 1225 Robert Rensselaer Drive  
Champaign, IL 61821 • Call  
to 804-377-8777 Fax 804-377-0  
8777

PROJECT  
CROWN STREET &  
MOUNTAIN HIGHWAY  
LYNN CREEK TOWN CENTER DISTRICT  
OF NORTH VANCOUVER BC

[illegible]

SHEET TITLE  
NORTH MIDRISE - EAST  
ELEVATION

SHEET NUMBER	DP2.07A	DATE
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③ North Midrise West Elevation  
1/8" = 1'-0"



Client  
[Redacted]

Architect  
[Redacted]

Scale  
1" = 10'-0" 1/4" = 1'-0" 1/8" = 1'-0"

IBI  
[Redacted]

Project  
**CROWN STREET & MOUNTAIN HIGHWAY**  
LITTLE CREEK TOWN CENTER DISTRICT  
OF CROWN HILL, TEXAS, LLC

Project # 100371  
Owner [Redacted]  
Architect [Redacted]  
Date 10/15/2019

**NORTH MIDRISE - WEST ELEVATION**

Sheet  
**DP2.07B**



1 Midrise North Elevation  
1/8" = 1'-0"



CURTIS  
CURTIS & CURTIS  
ARCHITECTS

PROPOSAL  
FOR THE CONSTRUCTION OF A  
NEW BUILDING FOR THE  
CITY OF VANCOUVER  
AT THE CORNER OF  
CROWN STREET &  
MOUNTAIN HIGHWAY  
IN THE CITY OF VANCOUVER  
BC

SCALE  
1/8" = 1'-0"

DATE  
10/1/2011

BY  
CURTIS & CURTIS

FOR  
CITY OF VANCOUVER

PROJECT NO.  
100-1000

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10/1/2011

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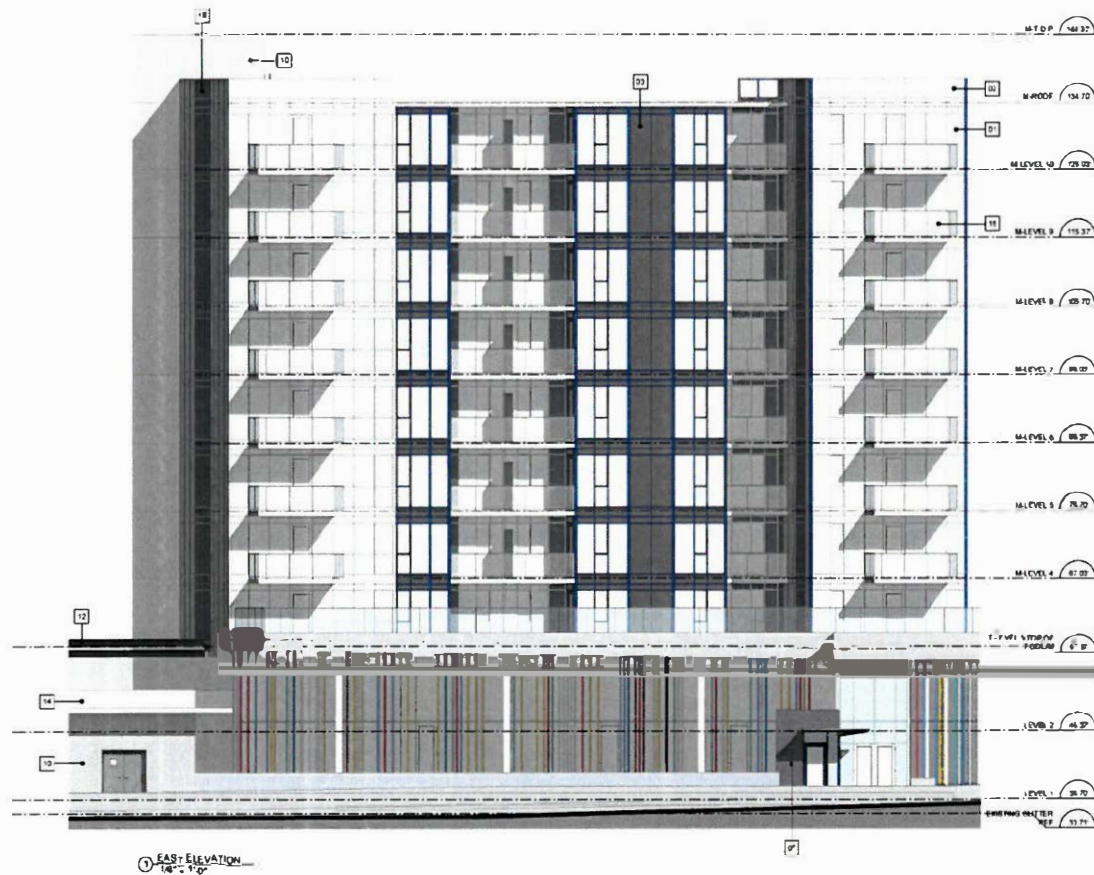
FOR  
CITY OF VANCOUVER

PROJECT NO.  
100-1000

DATE  
10/1/2011

BY  
CURTIS & CURTIS

FOR  
CITY OF VANCOUVER



MATERIAL KEY	
DESCRIPTION	COLOR
01 CLEAR GLASS	CLEAR GLASS
02 SPANDREL GLASS	WHITE
03 METAL SPANDREL	BLACK
04 METAL SPANDREL	RED
05 METAL SPANDREL	WOOD GRAIN
06 SPANDREL GLASS	LIGHT GRAY
07 CULTURED STONE	GRAY
08 LOUVER	GRAY
09 ARCHITECTURE PAINTED CONCRETE	RED
10 ARCHITECTURE PAINTED CONCRETE	GRAY
11 OVERHEAD GLASS DOOR	
12 C CHANNEL	BLACK
13 GLASS CANOPY ON METAL FRAME	CLEAR GLASS
14 ARCHITECTURE PAINTED CONCRETE	LIGHT GRAY
15 ALUMINUM AND GLASS GUARD RAIL	CLEAR GLASS
16 ARCHITECTURE PAINTED CONCRETE	MEDIUM GRAY
17 CURTAIN WALL	VERY LIGHT GRAY
18 SPANDREL GLASS	WEDDING VEIL WHITE
19 SPANDREL GLASS	SEA LIFE



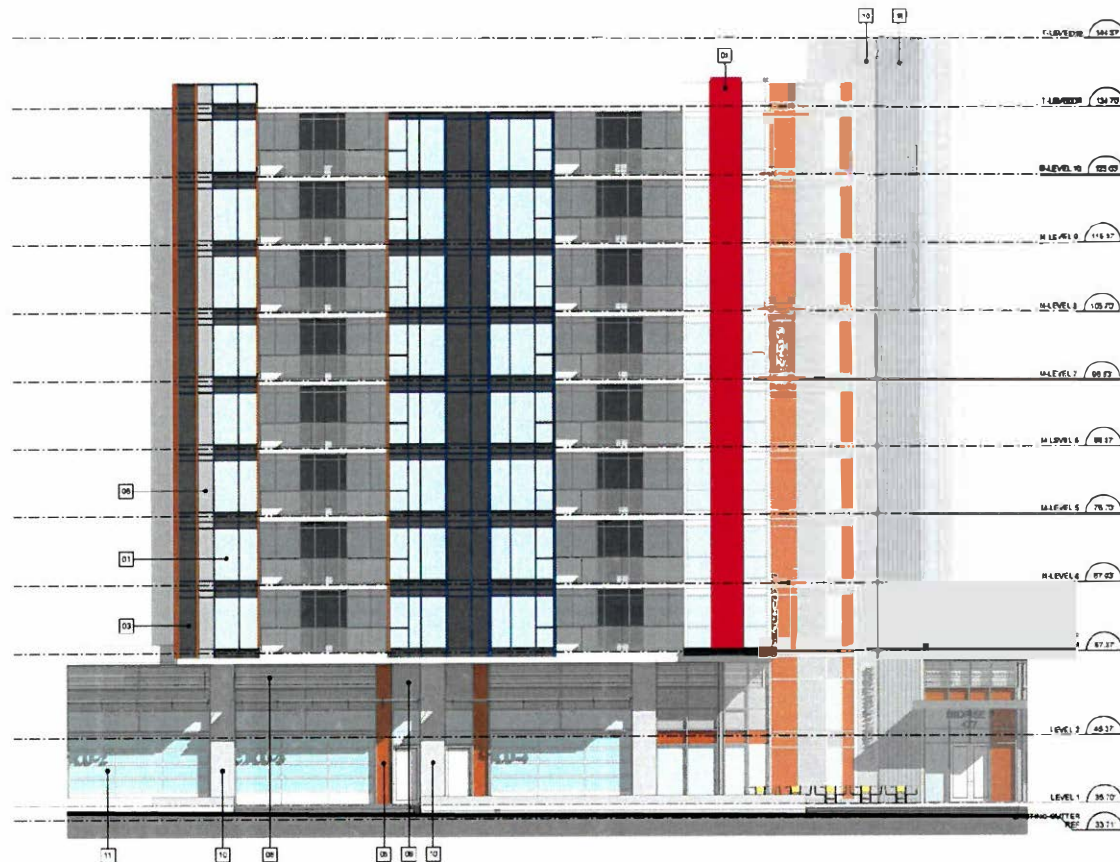
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LIVIN CREEK TOWN CENTER DISTRICT  
OF NORTH VANCOUVER, BC

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CHECKED BY: [Name]  
DATE: [Date]

**SOUTH MIDRISE - EAST ELEVATION**

DP2.09A



① WEST ELEVATION  
1/4" = 1'-0"

MATERIAL KEY		
DESCRIPTION		COLOR
01	CLEAR GLASS	CLEAR GLASS
02	SPANDREL GLASS	WHITE
03	METAL SPANDREL	BLACK
04	METAL SPANDREL	RED
05	METAL SPANDREL	WOOD GRAIN
06	SPANDREL GLASS	LIGHT GRAY
07	CULTURED STONE	GRAY
08	LOUVER	GRAY
09	ARCHITECTURE PAINTED CONCRETE	RED
10	ARCHITECTURE PAINTED CONCRETE	GRAY
11	OVERHEAD GLASS DOOR	
12	C CHANNEL	BLACK
13	GLASS CANOPY ON METAL FRAME	CLEAR GLASS
14	ARCHITECTURE PAINTED CONCRETE	LIGHT GRAY
15	ALUMINIUM AND GLASS GUARD RAIL	CLEAR GLASS
16	ARCHITECTURE PAINTED CONCRETE	MEDIUM GRAY
17	CURTAIN WALL	VERY LIGHT GRAY
18	SPANDREL GLASS	WEDDING VEIL WHITE
19	SPANDREL GLASS	SEA LIFE



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PROJECT  
**CROWN STREET &  
MOUNTAIN HIGHWAY**  
LYNN CREEK TOWN CENTER DISTRICT  
OF NORTH VANCOUVER, BC

PROJECT NO: 00000

DESIGN BY: [Text]

DATE: 10/20/2020

DATE: 10/20/2020

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## Summary

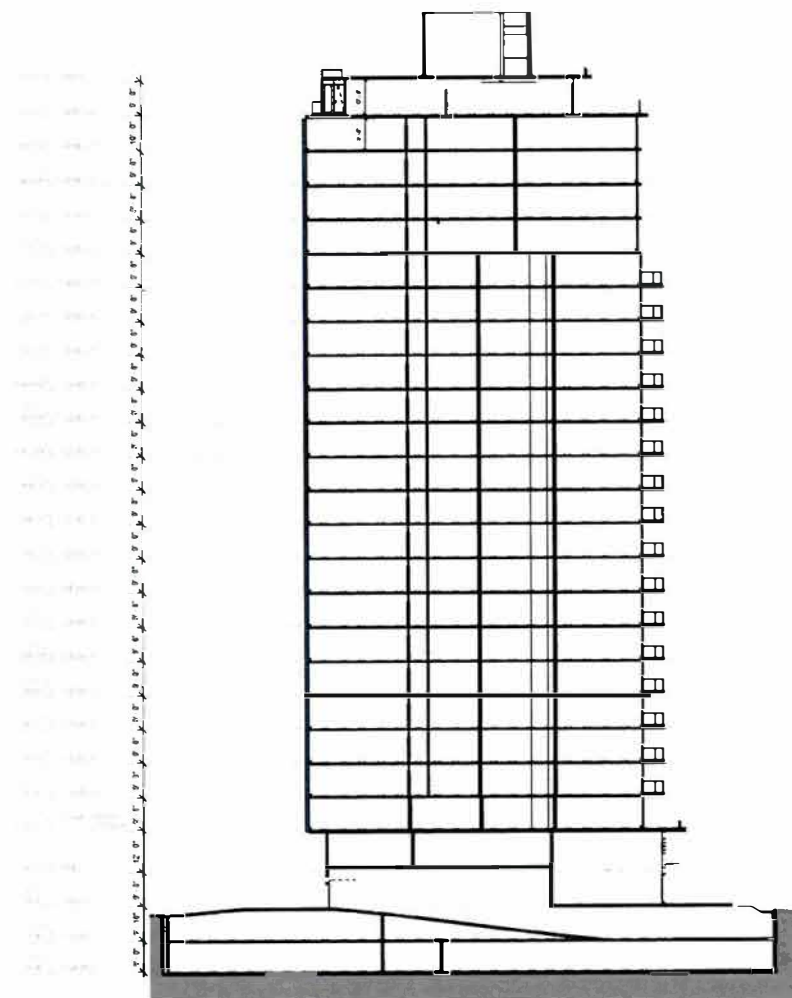
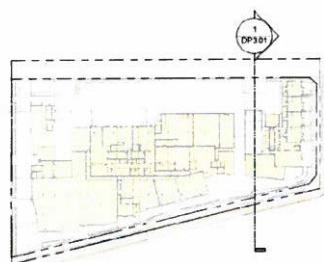
© 2004 Blackwell Publishing Ltd *Journal of Internal Medicine* 255: 101–108

---

[illegible]

9941


00001



① Tower Section  
1/16" = 1'-0"

### RESEARCHABLE FACTS

**POLYMER LETTERS**

**IBM**  **get@ibm.com**  
 300 N. Zeeb Road  
 Yorkville, IL 60554  
 630.433.2777 Fax 630.433.2777  
[ibm.com](http://ibm.com)

PROJECT  
CROWN STREET &  
MOUNTAIN HIGHWAY  
LYNN CREEK TOWN CENTER DISTRICT  
OF NORTH WAMPOYER DC

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### TIME SECTIONS

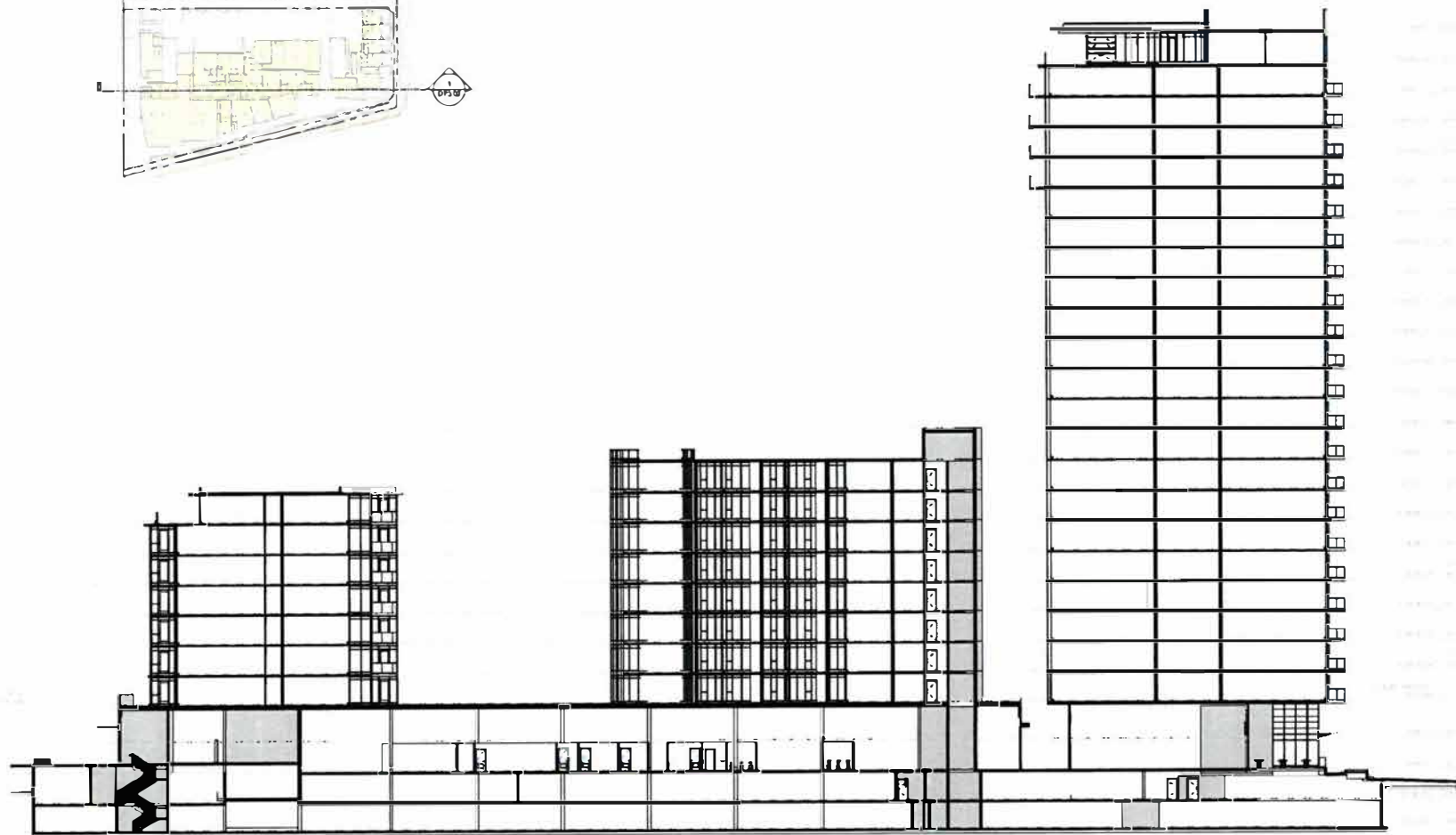
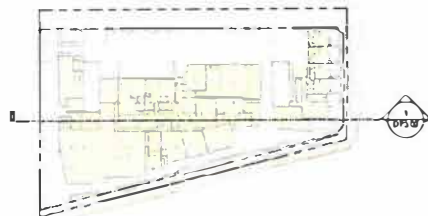
**TOWER SECTIONS  
EAST WEST**

EAST-WEST

247

DP3.01

1	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401
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① OVERALL SECTION N-S  
1/16" = 1'-0"

COPY



PROJECT  
CROWN STREET & MOUNTAIN HIGHWAY  
LYNN CREEK TOWN CENTER DISTRICT  
OF NORTH VANCOUVER, BC

SCALE  
1" = 1'-0"

DATE  
2011-01-11

BY  
J. B. B.

FOR  
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PROJECT  
CROWN STREET & MOUNTAIN HIGHWAY  
LYNN CREEK TOWN CENTER DISTRICT  
OF NORTH VANCOUVER, BC

PROJECT NO. 10001

DATE 01/11/11

BY J. B. B.

FOR J. B. B.

DATE 01/11/11

BY J. B. B.

FOR J. B. B.

DATE 01/11/11

BY J. B. B.

FOR J. B. B.

DATE 01/11/11

BY J. B. B.

FOR J. B. B.

DATE 01/11/11

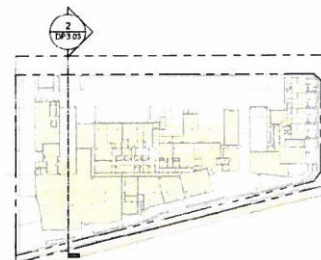
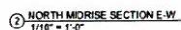
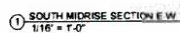
BY J. B. B.

FOR J. B. B.

DATE 01/11/11

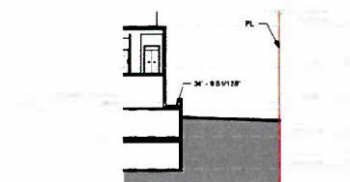
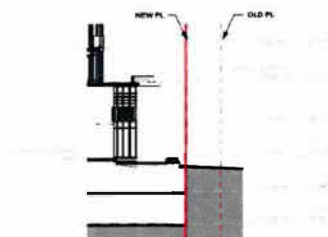
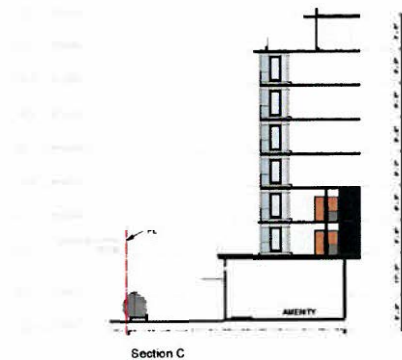
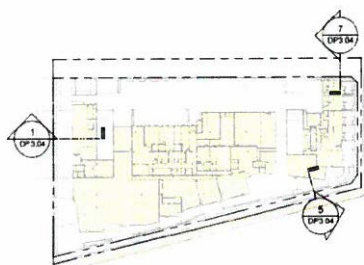
OVERALL SECTION  
NORTH-SOUTH

DP3.02



DB3 03

NUMBER  
DP3.03



CURRENT

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100

DEAL

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**sub-trials task**

**B** **BY GROUP**  
 June '00 - 1,201 Ash Pond Dr.  
 Williams, NC 27681  
 Tel: 204-271-2779 Fax: 204-271-2780  
 brygroup.com

PROJECT  
CROWN STREET &  
MOUNTAIN HIGHWAY  
LYON CREEK TOWN CENTER DISTRICT  
OF NORTH VANCOUVER, BC

PROJECT NO. 10/771

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1. May 1997

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SHARP 1992

## SECTIONS

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DATE	FILE #
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DP3.04

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CLIENT



DESCRIPTION  
This is a preliminary architectural rendering of the proposed development. It is not intended to be used for construction or other purposes without the approval of the architect.

DATE: 11/11/2011  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
APPROVED BY: [Name]

DATE

DATE

DATE

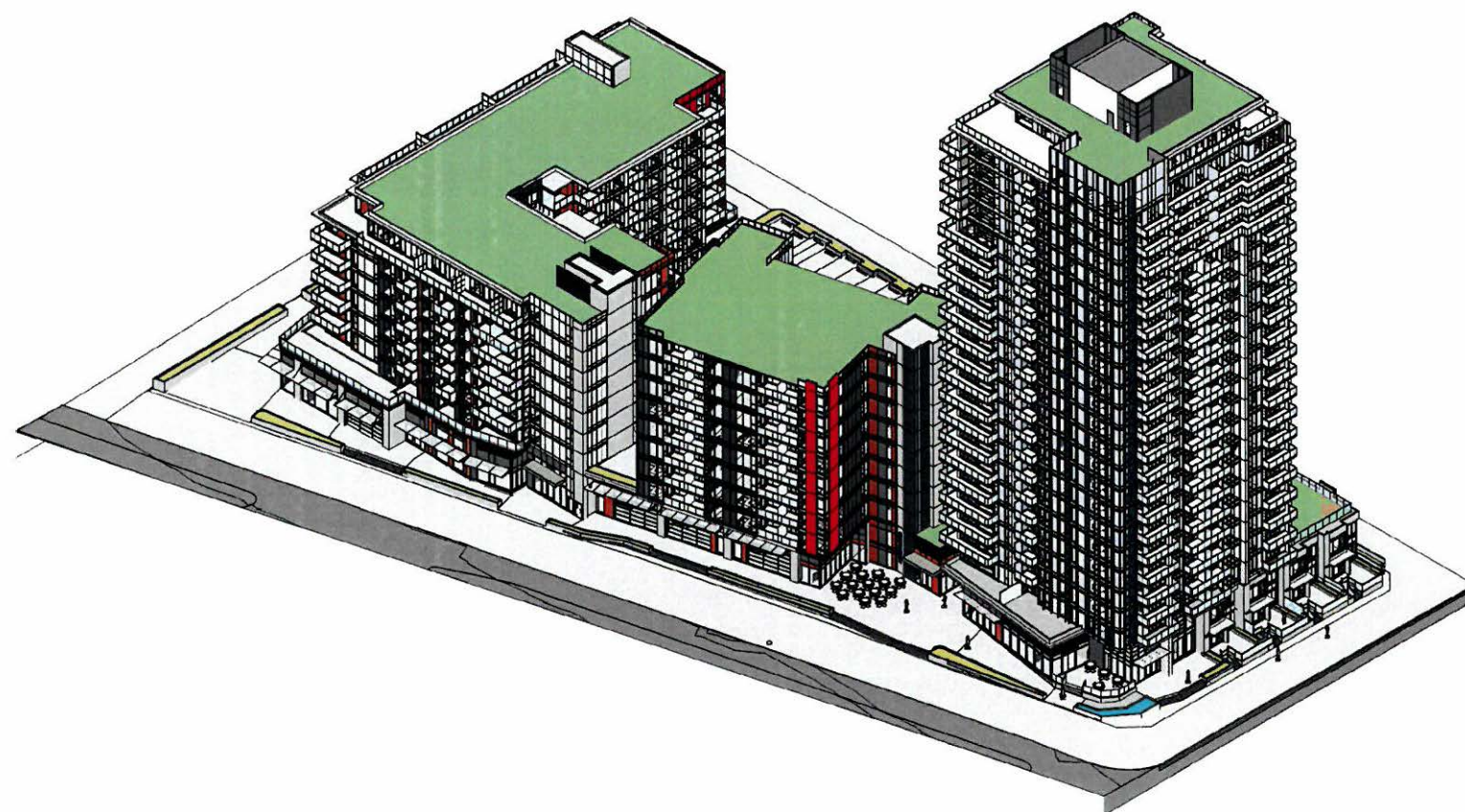
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PROJECT  
CROWN STREET &  
MOUNTAIN HIGHWAY  
LYNN CREEK TOWN CENTER DISTRICT  
OF NORTH VANCOUVER, BC

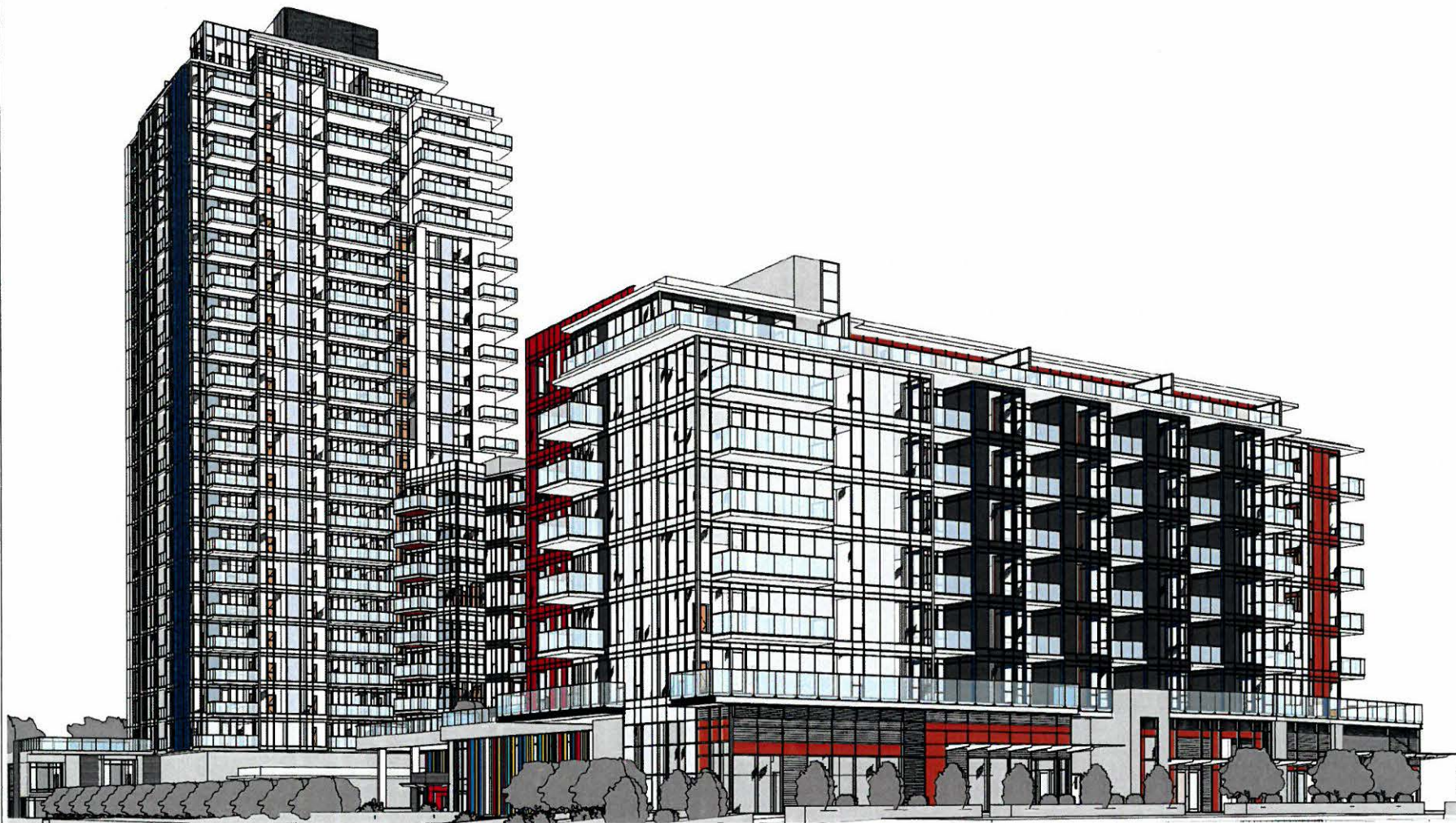
PROJECT NO: 1001  
DESIGNED BY: [Name]  
DRAWN BY: [Name]  
DATE: 11/11/2011

SHEET TITLE  
3D - SW VIEW

SHEET  
NUMBER  
DP4.01



3D-SW View



3D NE Perspective View

CLIENT



COMPETENCY  
We understand the challenges of development. We understand the need for a design that is both functional and aesthetically pleasing. We understand the importance of a design that is both sustainable and cost-effective. We understand the importance of a design that is both innovative and practical. We understand the importance of a design that is both timeless and relevant.

STATUS  
NO. 1 INNOVATION STABILITY DATA

SCALE

SUB-CONSULTANT

PRIME CONSULTANT  
**IBI**  
100-1000 100th Avenue Street,  
Vancouver, BC, V6P 4K1, Canada  
Tel: (604) 683-8777 Fax: (604) 683-0888  
ibi@ibi.ca

PROJECT  
**CROWN STREET &  
MOUNTAIN HIGHWAY  
LYNN CREEK TOWN CENTER DISTRICT  
OF NORTH VANCOUVER, BC**

PROJECT NO. 032973  
DESIGNED BY: **IBI**  
CHECKED BY: **IBI**  
SCALE:  
DATE: 06/1/2011

3D-NE Perspective View

SHEET  
NUMBER  
**DP4.02**



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**The Corporation of the District of North Vancouver****Bylaw 8505**

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

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

**Citation**

1. This bylaw may be cited as "District of North Vancouver Rezoning Bylaw 1409 (Bylaw 8505)".

**Amendments**

2. District of North Vancouver Zoning Bylaw 3210, 1965 is amended as follows:
  - a) Part 2A, Definitions is amended by adding CD136 to the list of zones that Part 2A applies to.
  - b) Section 301 (2) by inserting the following zoning designation:

"Comprehensive Development Zone 136            CD136"
  - c) Part 4B Comprehensive Development Zone Regulations by inserting the following, inclusive of Schedule B:

**"4B 136 Comprehensive Development Zone 136    CD136**

**The CD136 zone is applied to:**

- i.) PID 010-833-889, Lot 6, Block G, District Lot 613, Plan 6727;
- ii.) PID 010-833-846, Lot 5, Block G, District Lot 613, Plan 6727;
- iii.) PID 005-410-321, Lot 4, Block G, District Lot 613, Plan 6727;
- iv.) PID 010-833-692, Lot 3, Block G, District Lot 613, Plan 6727;
- v.) PID 010-833-617, Lot 1, Block G, District Lot 613, Plan 6727;
- vi.) PID 002-551-225, Lot 2, Except part in Plan 20630 Block G, District Lot 613, Plan 6727;
- vii.) PID 002-551-110, Lot C, Block G, District Lot 613, Plan 20630; and
- viii.) the lands shown outlined in bold on the sketch plan attached hereto as Schedule C.

#### **4B 136 – 1 Intent:**

The purpose of the CD136 Zone is to permit a commercial and residential mixed-use development. The CD136 Zone is intended to permit development of up to 420 residential units and up to 2,308 m<sup>2</sup> (24,843 sq. ft.) of commercial space, all in a mix of building forms.

#### **4B 136 – 2 Permitted Uses:**

The following *principal* uses shall be permitted:

a) Use Permitted Without Conditions:

Not applicable.

b) Conditional Uses:

The following *principal* uses are permitted when the conditions outlined in Section 4B 136 – 4 Conditions of use, are met:

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

#### **4B 136 – 3 Conditions of Use:**

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

- i) All aspects of the use are completely contained within an enclosed building except for:
  - a) Display of goods limited to 10 m<sup>2</sup> (108 sq. ft.) per *personal service* or *retail use*;
  - b) Parking and loading areas;
  - c) *Outdoor customer services areas*; and
  - d) Outdoor amenity areas (plazas, roof decks, play areas, and private or semi-private outdoor space).

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

- i) Each dwelling unit has access to private or semi-private outdoor space; and
- ii) Balcony enclosures are not permitted.

c) **Restaurant:** *Restaurant uses* are only permitted when the following conditions are met:

- i) any *outdoor customer service area* must be operationally and physically tied to the principal use premises which it serves;
- ii) in conjunction with a restaurant or licensed lounge or neighbourhood public house an *outdoor customer service area* shall not exceed 50% of the total gross floor area of the Principal Premises, or 60 seats whichever is the lesser; and
- iii) Drive-through service windows and drive-through aisles are prohibited.

**4B 136 – 4 Accessory Use:**

- a) *Accessory Uses* customarily ancillary to the principal uses are permitted.
- b) *Home occupations* in residential dwelling units are permitted.
- c) *Outdoor customer service areas* are permitted.

**4B 136 - 5 Density:**

- a) The maximum permitted density for residential purposes is 2,470 m<sup>2</sup> (26,587 sq. ft.) and five dwelling units and the maximum permitted density for office use, personal service use, residential use, restaurant use and retail use is 1,825 m<sup>2</sup> (19,633 sq. ft.).
- b) For the purpose of calculating *gross floor area*, the following are exempted:
  - i) Parking, storage, mechanical, maintenance areas, and any other areas located below grade in a structure which has an exposed exterior wall less than 1.2 m (4 ft.) above finished grade;
  - ii) Indoor common amenity area accessory to a residential use up to a maximum of 520 m<sup>2</sup> (5,598 sq. ft.);
  - iii) Above grade mechanical and electrical areas up to a maximum of 650 m<sup>2</sup> (6,997 sq. ft.);
  - iv) Rooftop mechanical and electrical areas not to exceed 195 m<sup>2</sup> (2,099 sq. ft.) in area;
  - v) Covered loading area up to a maximum of 90 m<sup>2</sup> (969 sq. ft.); and
  - vi) Unenclosed balcony or patio areas.

#### **4B 136 - 6 Amenities:**

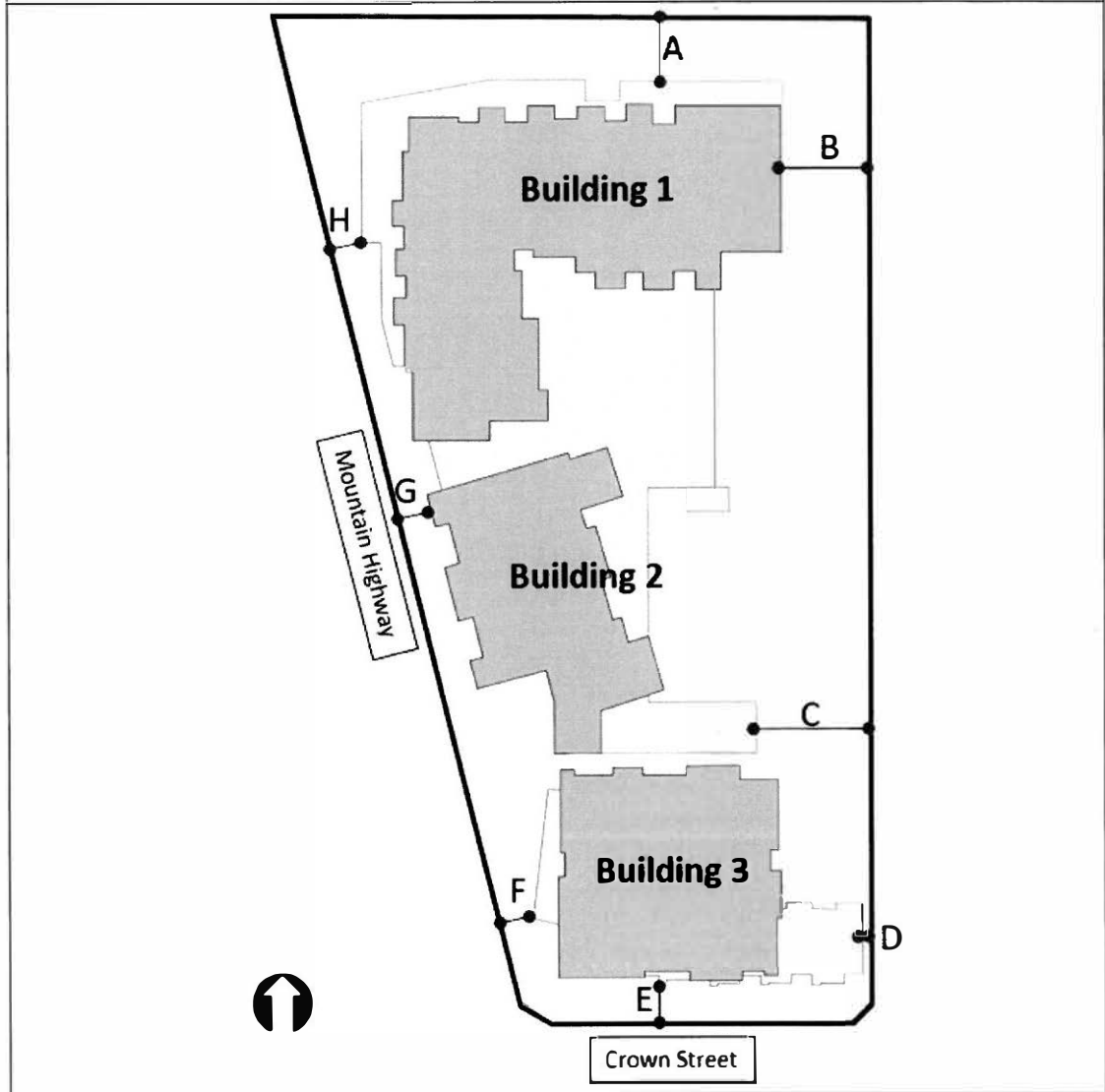
- a) Despite Subsection 4B 136 - 5, the gross floor area in the CD136 Zone for residential purposes shall be increased to a maximum of 31,677 m<sup>2</sup> (340,968 sq. ft.), the gross floor area for office use, personal service use, residential use, restaurant use and retail use shall be increased to a maximum of 2,308 m<sup>2</sup> (24,843 sq. ft.), and the number of dwelling units shall be increased to 420 residential units if the following conditions are met:
- i) A Housing Agreement is entered into to prohibit any restrictions preventing owners from offering their units for rent;
  - ii) A Housing Agreement is entered into securing a minimum of 215 residential rental units of which a minimum of 45 residential rental units are secured to be operated as non-market rentals;
  - i) \$2,500,000 is contributed to the municipality to be used for any of the following amenities (with allocation and timing of expenditure to be determined by the municipality in its sole discretion):
    - 1. Affordable or special needs housing;
    - 2. The provision or enhancement of public facilities;
    - 3. Improvements to public parks, plazas, trails and greenways; and
    - 4. Public art and other beautification projects.

#### **4B 136 - 7 Setbacks:**

- a) Buildings shall be set back from the new property lines to the closest building face, excluding any underground or partially-exposed parking structure, balcony or other similar columns, alcove projections, or projecting balconies, with said projecting balconies not to exceed a projection of 2.1 m (7.0 ft.) and all in accordance with "Table 1" and as indicated in an approved Development Permit:

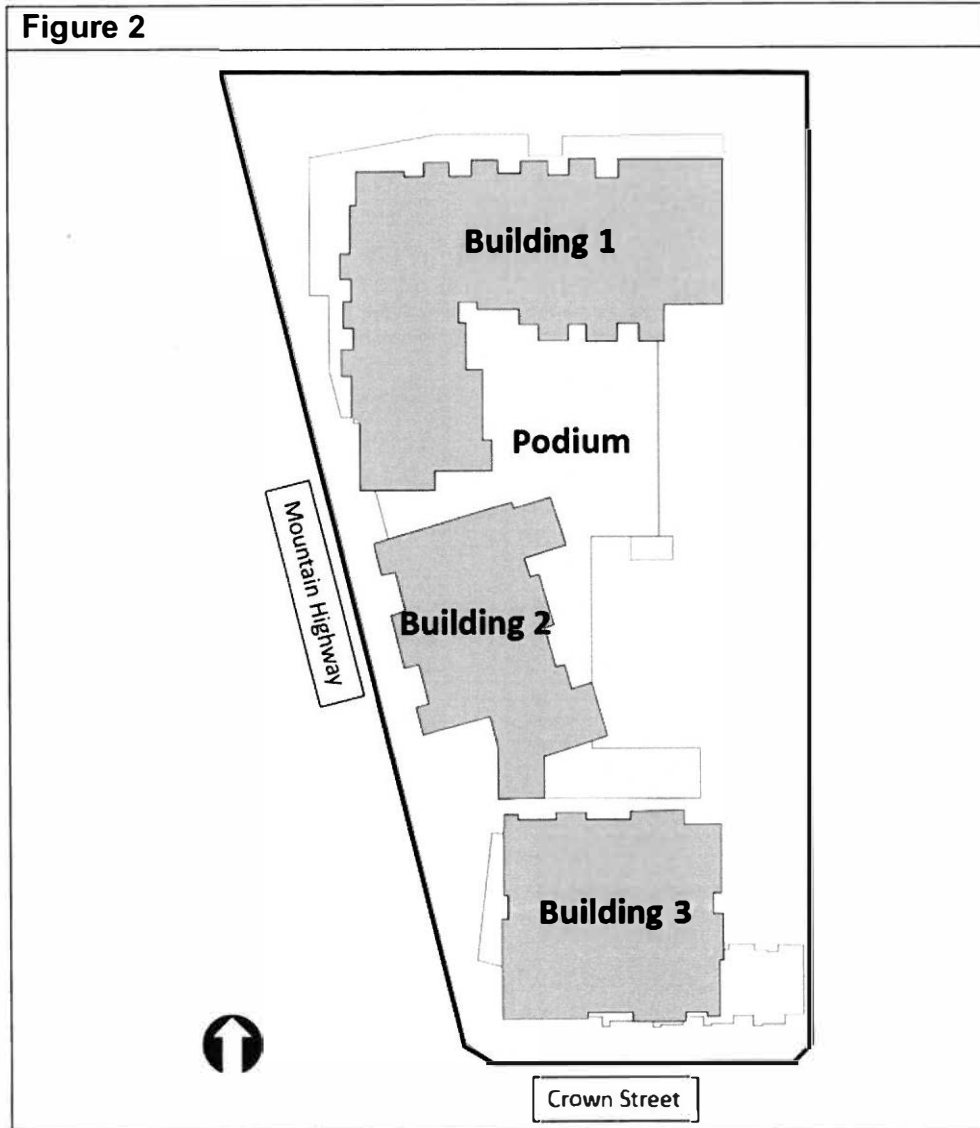
<b>Table 1</b>	
<b>Setback Identifier</b>	<b>Minimum Setback</b>
A	8.3 m (27.2 ft.)
B	11.6 m (38 ft.)
C	15 m (49.2 ft.)
D	1.3 m (4.3 ft.)
E	5 m (16.4 ft.)
F	4.2 m (13.8 ft.)
G	3.5 m (11.5 ft.)
H	3.8 m (12.5 ft.)

Figure 1



#### **4B 136 - 8 Height:**

- a) For the purposes of this section, building *height* is measured as the vertical distance from the lowest applicable Flood Construction Level (FCL) of 10.43 m (34.2 ft.) to the highest point of the roof parapet.
- b) In addition to Part 4 General Regulations, Section 407 Height Exceptions, the following height exceptions shall apply in the CD136 Zone: Elevator penthouses, heating, cooling, ventilation and other mechanical equipment required for building operations are permitted above the maximum permitted height, provided they are completely screened and integrated into the building's design and do not extend:
  - i) more than 6.0 m (19.7 ft.) above the highest point of any roof surface for a Building of more than 50 m (164 ft.) in height
  - ii) more than 3.5 m (11.5 ft.) above the highest point of any roof surface for a Building of up to 50 m (164 ft.) in height.
- c) The maximum number of storeys and the maximum building height in the CD136 Zone, shall be regulated as follows:
  - i) For the building labelled "Building 1" in Figure 2: a maximum of 7 storeys above a one-storey podium and a building height of up to 31 m (101 ft.).
  - ii) For the building labelled "Building 2" in Figure 2: a maximum of 8 storeys above a one-storey podium and a building height of up to 33.5 m (110 ft.).
  - iii) For the building labelled "Building 3" in Figure 2: a maximum of 24 storeys and a building height of up to 75 m (246 ft.)



**4B 136 – 9 Coverage:**

- a) Building Coverage: Maximum building coverage is 55%.
- b) Site Coverage: Maximum site coverage is 75%.

**4B 136 – 10 Landscaping and Storm Water Management:**

- a) All land areas not occupied by buildings, patios, driveways, and walkways shall be landscaped in accordance with a landscape plan approved by the District of North Vancouver.
- b) A 2 m (6.6 ft.) high screen consisting of a solid wood fence, or landscaping, or a combination thereof, with minimum 90% opacity, is required to screen from view:

- i) any utility boxes, vents or pumps that are not located underground and/or within a building; and
- ii) any solid waste (garbage, recycling, compost) or loading areas or facilities that are not located underground and/or within a building, with the exception of any at-grade temporary staging areas for solid waste containers.

**4B 136 – 11 Flood Construction Requirements:**

- a) All construction must reflect requirements to address the flood hazard, in particular, all habitable floor space must be constructed above the established flood construction levels, and any basements or underground parking garages constructed must incorporate appropriate flood protection measures as determined by a professional engineer specializing in flood hazard assessment and as required by any restrictive covenant registered on the title of the property.

**4B 136 – 12 Parking, Loading and Service Regulations:**

- a) Parking is required in accordance with "Table 3"

<b>Table 3</b>	
<b>Use</b>	<b>Minimum Parking Requirement</b>
<i>Residential strata</i>	1.2 spaces / unit
<i>Residential market rental units where the units are secured as rental in perpetuity</i>	0.7 spaces / unit
<i>Residential affordable rental units where the units are secured as rental in perpetuity</i>	0.56 spaces / unit
<i>Residential visitor parking</i>	0.06 spaces / unit
Childcare	8 spaces
<i>office use, personal service use, restaurant use, and retail use</i>	31 spaces

- b) The provision of small car parking spaces shall not exceed 35% of the required parking spaces.
- c) For office, personal service, restaurant and retail uses, parking shall be shared with designated residential visitor parking.
- d) Bicycle storage is required in accordance with "Table 4":

<b>Table 4</b>		
<b>Use</b>	<b>Minimum Class 1 (Long Term) – Secure Bicycle Storage</b>	<b>Minimum Class 2 (Short Term)</b>
<i>Residential</i>	1.9 spaces / unit	0.1 bicycle storage spaces / unit
<i>Commercial</i>	6 spaces	8 spaces

- e) One commercial off-street loading space shall be provided;
  - f) One residential off-street loading space shall be provided;
  - g) Except as specifically provided in this section 4B 136 -12, Parking and Loading shall be provided in accordance with Part 10 of this Bylaw."
- d) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from the General Commercial Zone 7 (C7); Single-Family Residential 6000 Zone (RS4); and Single-Family Residential 4000 Zone (RS5) to Comprehensive Development Zone CD136.
- e) The Siting Area Map section is amended by deleting Plan Section C22/A and replacing it with the revised Plan Section C22/A attached in Schedule B.

**READ** a first time

**PUBLIC HEARING** held

**READ** a second time

**READ** a third time

---

Municipal Clerk

**APPROVED** by the Ministry of Transportation and Infrastructure on

**ADOPTED**

---

Mayor

---

Municipal Clerk

Certified a true copy

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Municipal Clerk

## Schedule A to Bylaw 8505

### BYLAW 8505

#### District of North Vancouver Rezoning Bylaw 1409 (Bylaw 8505)

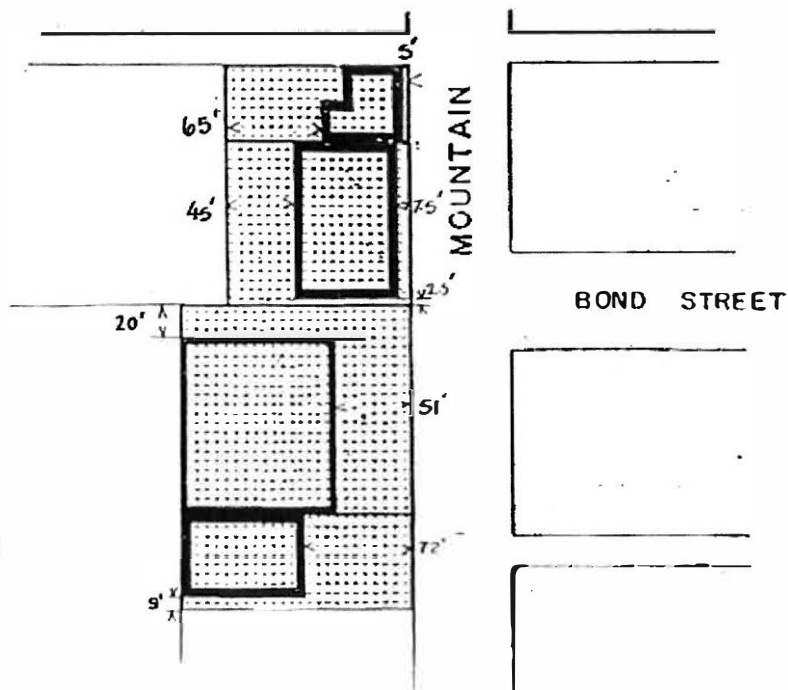
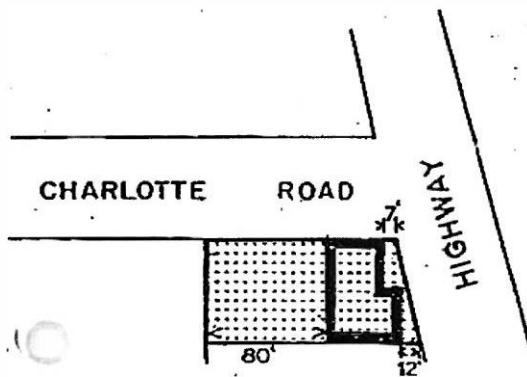


-  DISTRICT ROAD ALLOWANCE TO COMPREHENSIVE DEVELOPMENT ZONE 136 (CD136)
-  GENERAL COMMERCIAL ZONE 7 (C7) TO COMPREHENSIVE DEVELOPMENT ZONE 136 (CD136)
-  SINGLE-FAMILY RESIDENTIAL 6000 ZONE (RS4) TO COMPREHENSIVE DEVELOPMENT ZONE 136 (CD136)
-  SINGLE-FAMILY RESIDENTIAL 4000 ZONE (RS5) TO COMPREHENSIVE DEVELOPMENT ZONE 136 (CD136)



# Schedule B to Bylaw 8505

PLAN SECTION PAGE C/22 A



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SCALE 1" = 100'

BYLAW 4831, 4966  
5080, 5200  
5295, 5769  
5793, 6025  
6133, 6200



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**The Corporation of the District of North Vancouver****Bylaw 8506**

A bylaw to enter into a Housing Agreement

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

**1. Citation**

This bylaw may be cited as "Housing Agreement (No Rental Restrictions) Bylaw 8506, 2021".

**2. Authorization to Enter into Agreement**

The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Fairborne Lynn Creek Holdings Ltd. substantially in the form attached to this Bylaw as Schedule B with respect to the following lands:

- a) PID 010-833-889, Lot 6, Block G, District Lot 613, Plan 6727;
- b) PID 010-833-846, Lot 5, Block G, District Lot 613, Plan 6727;
- c) PID 005-410-321, Lot 4, Block G, District Lot 613, Plan 6727;
- d) PID 010-833-692, Lot 3, Block G, District Lot 613, Plan 6727;
- e) PID 010-833-617, Lot 1, Block G, District Lot 613, Plan 6727;
- f) PID 002-551-225, Lot 2, Except part in Plan 20630 Block G, District Lot 613, Plan 6727;
- g) PID 002-551-110, Lot C, Block G, District Lot 613, Plan 20630; and
- h) the lands shown outlined in bold on the sketch plan attached hereto as Schedule A.

**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 \_\_\_\_\_, 2021

**READ** a second time \_\_\_\_\_, 2021

**READ** a third time \_\_\_\_\_, 2021

**ADOPTED** \_\_\_\_\_, 2021

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Mayor

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Municipal Clerk

Certified a true copy

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Municipal Clerk

[illegible]

## **Schedule B to Bylaw 8506, 2021**

### **SECTION 219 COVENANT – HOUSING AGREEMENT**

THIS AGREEMENT is dated for reference the \_\_\_\_ day of \_\_\_\_\_, 2021

BETWEEN:

**FAIRBORNE LYNN CREEK HOLDINGS LTD.** (Incorporation No. 1084460) a corporation incorporated under the laws of the Province of British Columbia with an office at Suite 1450 - 1090 West Georgia Street, Vancouver, BC V6E 3V7

(the "Developer")

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")

WHEREAS:

- A. The Developer is the registered owner of the Lands (as hereinafter defined);
- B. The Developer wishes to obtain development permissions with respect to the Lands and wishes to create a condominium development which will contain residential strata units on the Lands;
- C. Section 483 of the *Local Government Act* authorises the District, by bylaw, to enter into a housing agreement to provide for the prevention of rental restrictions on housing, and provides for the contents of the agreement; and
- D. Section 219 of the *Land Title Act* (British Columbia) permits the registration in favour of the District of a covenant of a negative or positive nature relating to the use of land or a building thereon, or providing that land is to be built on in accordance with the covenant, or providing that land is not to be built on except in accordance with the covenant, or providing that land is not to be subdivided except in accordance with the covenant;

NOW THEREFORE in consideration of the mutual promises contained in it, and in consideration of the payment of \$1.00 by the District to the Developer (the receipt and sufficiency of which are hereby acknowledged by the Developer), the parties covenant and agree with each other as follows, as a housing agreement under Section 483 of the *Local Government Act*, as a contract and a deed under seal between the parties, and as a covenant under Section 219 of the *Land Title Act*, and the Developer hereby further covenants and agrees that neither the Lands nor any building constructed thereon shall be used or built on except in accordance with this Agreement:

## 1. DEFINITIONS

### 1.01 Definitions

In this agreement:

- (a) *"Development Covenant"* means the section 219 covenant registered in favour of the District against title to the Lands under No. [REDACTED];
- (b) *"Development Permit"* means development permit No. [REDACTED] issued by the District;
- (c) *"Director"* means the District's General Manager of Planning, Permits and Properties and his or her designate;
- (d) *"Lands"* means land described in Item 2 of the *Land Title Act* Form C to which this agreement is attached;
- (e) *"Owner"* means the Developer and any other person or persons registered in the Lower Mainland Land Title Office as owner of the Lands from time to time, or of any parcel into which the Lands are consolidated or subdivided, whether in that person's own right or in a representative capacity or otherwise;
- (f) *"Proposed Development"* means the proposed development containing not more than [REDACTED] residential dwelling strata Units to be constructed on the Lands in accordance with the Development Permit and the Development Covenant;
- (g) *"Short Term Rentals"* means any rental of a Unit for any period less than 30 days;
- (h) *"Strata Building Air Space Parcel"* means the air space parcel created by the air space subdivision of the Lands generally as shown on the sketch plan attached hereto as Schedule "A" containing, *inter alia*, all of the residential dwelling strata Units;
- (i) *"Strata Corporation"* means the strata corporation formed upon the deposit of a plan to strata subdivide the Proposed Development pursuant to the *Strata Property Act*;
- (j) *"Unit"* means a residential dwelling strata unit in the Proposed Development and "Units" means all of the residential dwelling strata units in the Proposed Development; and
- (k) *"Unit Owner"* means the registered owner of a Dwelling Unit in the Proposed Development.

## 2. TERM

This Agreement will commence upon adoption by District Council of Bylaw 8297 and remain in effect until terminated by the District as set out in this Agreement.

### 3. RENTAL ACCOMODATION

#### 3.01 Rental Disclosure Statement

No Unit in the Proposed Development may be occupied unless the Owner has:

- (a) before the first Unit is offered for sale, or conveyed to a purchaser without being offered for sale, filed with the Superintendent of Real Estate a rental disclosure statement in the prescribed form (the "Rental Disclosure Statement") designating all of the Units as rental strata lots and imposing at least a 99 year rental period in relation to all of the Units pursuant to the *Strata Property Act* (or any successor or replacement legislation), 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
- (b) given a copy of the Rental Disclosure Statement to each prospective purchaser of any Unit before the prospective purchaser enters into an agreement to purchase in respect of the Unit. For the purposes of this paragraph 3.01(b), the Owner is deemed to have given a copy of the Rental Disclosure Statement to each prospective purchaser of any Unit in the building if the Owner has included the Rental Disclosure Statement as an exhibit to the disclosure statement for the Proposed Development prepared by the Owner pursuant to the *Real Estate Development Marketing Act*.

#### 3.02 Rental Accommodation

The Units constructed on the Lands 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 3.02 does not apply to Short Term Rentals which may be restricted by the Strata Corporation to the full extent permitted by law.

#### 3.03 Binding on Strata Corporation

This agreement shall be binding upon all Strata Corporations created by the subdivision of the Lands or any part thereof (including the Units) pursuant to the *Strata Property Act*, and upon all Unit Owners.

#### 3.04 Strata Bylaw Invalid

Any Strata Corporation bylaw which prevents, restricts or abridges the right to use any of the Units as rental accommodations (other than Short Term Rentals) shall have no force or effect.

#### 3.05 No Bylaw

The Strata Corporation shall not pass any bylaws preventing, restricting or abridging the use of the Lands, the Proposed Development or the Units contained therein from time to time as rental accommodation (other than Short Term Rentals).

3.06 Vote

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 Lands, the Proposed Development or the Units contained therein from time to time as rental accommodation (other than Short Term Rentals).

3.07 Notice

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 for any part of the Proposed Development prepared by the Owner pursuant to the *Real Estate Development Marketing Act*.

3.08 Partial Discharge

At the request of the Owner and at the Owner's sole expense, the District will deliver to the Owner discharge(s) in registrable form discharging this Agreement from all of the Lands other than the Strata Building Air Space Parcel, provided that:

- (a) the air space subdivision creating the Strata Building Air Space Parcel is deposited and fully registered at the Land Title Office ("LTO");
- (b) the Director is satisfied that the Owner has met all of its obligations all of its obligations under all provisions of the Development Covenant that relate to the air space subdivision to create the Strata Building Air Space Parcel, and has obtained occupancy permits for the Units located therein; and
- (c) this Section 219 Covenant – Housing Agreement remains registered at the LTO against title to the Strata Building Air Space Parcel in favour of the District in priority to all financial charges.

4. DEFAULT AND REMEDIES

4.01 Notice of Default

The District may, acting reasonably, give to the Owner written notice to cure a default under this Agreement within 30 days of delivery of the notice. The notice must specify the nature of the default. The Owner must act with diligence to correct the default within the time specified.

4.02 Costs

The Owner will pay to the District upon demand all the District's costs of exercising its rights or remedies under this Agreement, on a full indemnity basis.

#### 4.03 Damages an Inadequate Remedy

The Owner acknowledges and agrees that in the case of a breach of this Agreement which is not fully remediable by the mere payment of money and promptly so remedied, the harm sustained by the District and to the public interest will be irreparable and not susceptible of adequate monetary compensation.

#### 4.04 Equitable Remedies

Each party to this Agreement, in addition to its rights under this Agreement or at law, will be entitled to all equitable remedies including specific performance, injunction and declaratory relief, or any of them, to enforce its rights under this Agreement.

#### 4.05 No Penalty or Forfeiture

The Owner acknowledges and agrees that it is entering into this Agreement to benefit the public interest in providing rental accommodation, 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.

#### 4.06 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.

### 5. LIABILITY

#### 5.01 Indemnity

Except if arising directly from the negligence of the District or its employees, agents or contractors, the Owner will indemnify and save harmless each of the District and its board members, officers, directors, employees, agents, and elected or appointed officials,, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities that all or any of them will or may be liable for or suffer or incur or be put to any act or omission by the Owner or its officers, directors, employees, agents, contractors, or other persons for whom the Owner is at law responsible, or by reason of or arising out of the Owner's ownership, operation, management or financing of the Proposed Development or any part thereof.

#### 5.02 Release

The Owner hereby releases and forever discharges the District, its elected officials, board members, officers, directors, employees and agents, and its and their heirs, executors,

administrators, personal representatives, successors and assigns from and against all claims, demands, damages, actions or causes of action by reason of or arising out of advice or direction respecting the ownership, operation or management of the Proposed Development or any part thereof which has been or hereafter may be given to the Owner by all or any of them.

5.03 Survival

The covenants of the Owner set out in Sections 5.01 and 5.02 will survive termination of this Agreement and continue to apply to any breach of the Agreement or claim arising under this Agreement during the ownership by the Owner of the Lands or any Unit therein, as applicable.

**6. GENERAL PROVISIONS**

6.01 District's Power Unaffected

Nothing in this Agreement:

- (a) affects or limits any discretion, rights, powers, duties or obligations of the District under any enactment or at common law, including in relation to the use or subdivision of land;
- (b) affects or limits any enactment relating to the use of the Lands or any condition contained in any approval including any development permit concerning the development of the Lands; or
- (c) relieves the Owner from complying with any enactment, including the District's bylaws in relation to the use of the Lands.

6.02 Agreement for Benefit of District Only

The Owner and 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 Unit Owner, any occupant of any Unit or any future owner, occupier or user of any part of the Proposed Development, including any Unit, or the interests of any third party, and the District has no obligation to anyone to enforce the terms of this Agreement; and
- (c) The District may at any time terminate this Agreement, in whole or in part, and execute a release and discharge of this Agreement in respect of the Proposed Development or any Unit therein, without liability to anyone for doing so.

6.03 Agreement Runs With the Lands

This Agreement burdens and runs with the Lands and any part into which any of them may be subdivided or consolidated, by strata plan or otherwise. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its successors and assigns, and all persons who acquire an interest in the Lands or in any Unit after the date of this Agreement.

6.04 Release

The covenants and agreements on the part of the Owner and any Unit Owner and herein set forth in this Agreement have been made by the Owner and any Unit Owner as contractual obligations as well as being made pursuant to Section 483 of the *Local Government Act* (British Columbia) and as such will be binding on the Owner and any Unit Owner, except that neither the Owner nor any Unit Owner shall be liable for any default in the performance or observance of this Agreement occurring after such party ceases to own the Lands or a Unit as the case may be.

6.05 Priority of This Agreement

The Owner will, at its expense, do or cause to be done all acts reasonably necessary to ensure this Agreement is registered against the title to each Unit in the Proposed Development, including any amendments to this Agreement as may be required by the Land Title Office or the District to effect such registration.

6.06 Agreement to Have Effect as Deed

The District and the Owner each intend by execution and delivery of this Agreement to create both a contract and a deed under seal.

6.07 Waiver

An alleged waiver by a party of any breach by another party of its obligations under this Agreement will be effective only if it is an express waiver of the breach in writing. No waiver of a breach of this Agreement is deemed or construed to be a consent or waiver of any other breach of this Agreement.

6.08 Time

Time is of the essence in this Agreement. If any party waives this requirement, that party may reinstate it by delivering notice to another party.

6.09 Validity of Provisions

If a Court of competent jurisdiction finds that any part of this Agreement is invalid, illegal, or unenforceable, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.

6.10 Extent of Obligations and Costs

Every obligation of a party which is set out in this Agreement will extend throughout the Term and, to the extent that any obligation ought to have been observed or performed prior to or upon the expiry or earlier termination of the Term, such obligation will survive the expiry or earlier termination of the Term until it has been observed or performed.

#### 6.11 Notices

All notices, demands, or requests of any kind, which a party may be required or permitted to serve on another in connection with this Agreement, must be in writing and may be served on the other parties by registered mail or by personal service, to the following address for each party:

If to the District:

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

Attention: Planning Department

If to the Owner:

Suite 1450 – 1090 West Georgia Street  
Vancouver BC V6E 3V7

Attention: Christopher Philips

If to the Unit Owner:

The address of the registered owner which appears on title to the Unit at the time of notice.

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

#### 6.12 Further Assurances

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

#### 6.13 Enuring Effect

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

### 7. INTERPRETATION

#### 7.01 References

Gender specific terms include both genders and include corporations. Words in the singular include the plural, and words in the plural include the singular.

7.02 Construction

The division of this Agreement into sections and the use of headings are for convenience of reference only and are not intended to govern, limit or aid in the construction of any provision. In all cases, the language in this Agreement is to be construed simply according to its fair meaning, and not strictly for or against either party.

7.03 No Limitation

The word "including" when following any general statement or term is not to be construed to limit the general statement or term to the specific items which immediately follow the general statement or term similar items whether or not words such as "without limitation" or "but not limited to" are used, but rather the general statement or term is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of the general statement or term.

7.04 Terms Mandatory

The words "must" and "will" and "shall" are to be construed as imperative.

7.05 Statutes

Any reference in this Agreement to any statute or bylaw includes any subsequent amendment, re-enactment, or replacement of that statute or bylaw.

7.06 Entire Agreement

- (d) This is the entire agreement between the District and the Owner concerning its subject, and there are no warranties, representations, conditions or collateral agreements relating to this Agreement, except as included in this Agreement.
- (e) This Agreement may be amended only by a document executed by the parties to this Agreement and by bylaw, such amendment to be effective only upon adoption by District Council of a bylaw to amend Bylaw 8297

7.07 Governing Law

This Agreement is to be governed by and construed and enforced in accordance with the laws 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 that is attached hereto and forms part of this Agreement.

**Schedule “A” to Section 219 Covenant – Housing Agreement**

**Sketch Plan**

**The Corporation of the District of North Vancouver****Bylaw 8507**

A bylaw to enter into a Housing Agreement

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

**1. Citation**

This bylaw may be cited as "Housing Agreement (Rental Only) Bylaw 8507, 2021".

**2. Authorization to Enter into Agreement**

The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Fairborne Lynn Creek Holdings Ltd. substantially in the form attached to this Bylaw as Schedule B with respect to the following lands:

- a) PID 010-833-889, Lot 6, Block G, District Lot 613, Plan 6727;
- b) PID 010-833-846, Lot 5, Block G, District Lot 613, Plan 6727;
- c) PID 005-410-321, Lot 4, Block G, District Lot 613, Plan 6727;
- d) PID 010-833-692, Lot 3, Block G, District Lot 613, Plan 6727;
- e) PID 010-833-617, Lot 1, Block G, District Lot 613, Plan 6727;
- f) PID 002-551-225, Lot 2, Except part in Plan 20630 Block G, District Lot 613, Plan 6727;
- g) PID 002-551-110, Lot C, Block G, District Lot 613, Plan 20630; and
- h) the lands shown outlined in bold on the sketch plan attached hereto as Schedule A.

**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 \_\_\_\_\_, 2021

**READ** a second time \_\_\_\_\_, 2021

**READ** a third time \_\_\_\_\_, 2021

**ADOPTED** \_\_\_\_\_, 2021

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Mayor

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Municipal Clerk

Certified a true copy

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Municipal Clerk



## **Schedule B to Bylaw 8507, 2021**

### **SECTION 219 COVENANT – HOUSING AGREEMENT**

THIS AGREEMENT dated for reference \_\_\_\_\_, 2021

BETWEEN:

**FAIRBORNE LYNN CREEK HOLDINGS LTD.** (Incorporation No. 1084460) a corporation incorporated under the laws of the Province of British Columbia with an office 1450 - 1090 West Georgia Street, Vancouver, BC V6E 3V7

(the "Fairborne")

AND:

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

(the "District")

WHEREAS:

1. Fairborne is the registered owner in fee simple of lands in the District of North Vancouver, British Columbia legally described in Item 2 of the Form C General Instrument Part 1 to which this Agreement is attached and which forms part of this Agreement (the "Lands");
2. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the District in respect of the use of land, construction on land or the subdivisions of land;
3. Section 905 of the *Local Government Act* permits the District to enter into a housing agreement with an owner of land, which agreement may include terms and conditions regarding the occupancy, tenure and availability of dwelling units located on the Lands; and
4. Fairborne and the District wish to enter into this Agreement to restrict the subdivision and use of, and construction on, the Lands on the terms and conditions of this agreement, to have effect as both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 905 of the *Local Government Act*.

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

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

(a) “*Affordable Rental Units*” means collectively the:

- (i) 15 one-bedroom residential Dwelling Units each having a Gross Floor Area of not less than \_\_\_\_ square feet;
- (ii) 25 two-bedroom residential Dwelling Units each having a Gross Floor Area of not less than \_\_\_\_ square feet; and
- (iii) 5 three-bedroom residential Dwelling Units each having a Gross Floor Area of not less than \_\_\_\_ square feet,

in the South Apartment Rental Building, all of which said affordable rental units are, or will be, designed, located and configured in accordance with the requirements and approvals set out in the Development Covenant generally as shown on the Master Development Plan, and “*Affordable Rental Unit*” means one of the Affordable Rental Units;

(b) “*Annual Allowable Adjustment*” means an increase in the Discounted CMHC Rental Rate once each calendar year by the lesser of:

- (i) the 12 month average percent increase in the Consumer Price Index for the previous calendar year; or
- (ii) the annual rent increase amount provided for in the *Residential Tenancy Act* and regulations made thereunder.

If the 12 month average percent change in the Consumer Price Index for any calendar year is less than zero then the affordable rent for the following year must not be increased, but may be decreased at the Owner’s discretion;

(c) “*Consumer Price Index*” means the all-items consumer price index published by Statistics Canada, or its successor in function, for British Columbia (based on a calendar year);

(d) “*Development Covenant*” means the section 219 covenant registered in favour of the District against title to the Lands under No. \_\_\_\_\_;

(e) “*Discounted CMHC Rental Rate*” means for each one-bedroom, two-bedroom and three-bedroom Affordable Rental Unit:

- (i) for the calendar year in which a certificate of occupancy is issued for the Rental Buildings by the District, the lesser of:
  - A. the rate set out in Schedule “A” for the applicable Affordable Rental Unit increased by the Annual Allowable Adjustment from the calendar year in which this Agreement is executed and

delivered by both parties until the calendar year in which the final occupancy permit is issued; and

- B. 80% of the then current District of North Vancouver median rents as published by CMHC for the one-bedroom Affordable Rental Units and two-bedroom Affordable Rental Units, and 86% of the then current District of North Vancouver median rents as published by CMHC for the three-bedroom Affordable Rental Units, as applicable; and
- (ii) for each subsequent calendar year, an amount not greater than the rent for the preceding calendar year increased by the Annual Allowable Adjustment for such preceding calendar year;
- (f) “*Director*” means the District’s General Manager of Planning, Permits and Properties and his or her designate;
- (g) “*Dwelling Unit*” means a room or set of rooms containing cooking and sanitary facilities and designed to be used for residential occupancy by one or more persons;
- (h) “*Eligibility Requirements*” means
  - (i) aggregate annual household gross income that is less than or equal to 333% of the annual rent for the size of Affordable Rental Unit proposed to be rented (which rent, for greater certainty, may not be greater than the Discounted CMHC Rental Rate for the Affordable Rental Unit), where said aggregate income is established by way of true copies of the previous year’s income tax returns for each household member or individual who will reside in the Affordable Rental Unit provided, however, a person will be deemed not to meet the Eligibility Requirements if the Owner has reasonable grounds to believe that such person is not in need of subsidized housing (e.g. seniors with a substantial assets or students with financial support from parents) even if such person would otherwise meet the criteria set out above; and
  - (ii) a household size and composition that is commensurate with and justifies the size of the subject Affordable Rental Unit. For example, a household consisting of two adults would not be commensurate with and would not justify a two bedroom Affordable Rental Unit;
- (i) “*Lands*” has the meaning given to it in Recital A hereto;
- (j) “*LTO*” means the Lower Mainland Land Title Office and any successor of that office.

- (k) “*Market Rental Units*” means all of the Dwelling Units in the Rental Buildings which are not Affordable Rental Units, and “*Market Rental Unit*” means one of the Market Rental Units;
- (l) “*Master Development Plan*” has the meaning given to it in the Development Covenant or in the Replacement Covenant, as the case may be;
- (m) “*North Apartment Rental Building*” means the mid rise apartment building containing Rental Dwelling Units constructed or to be constructed on the north portion of the Rental Building Remainder Parcel generally as shown on the Master Development Plan;
- (n) “*Owner*” means Fairborne and any other person or persons registered in the LTO as owner of the Lands from time to time, or of any parcel into which the Lands are consolidated or subdivided, whether in that person’s own right or in a representative capacity or otherwise;
- (o) “*Rental Buildings*” means the North Apartment Rental Building and the South Apartment Rental Building;
- (p) “*Rental Building Remainder Parcel*” means the remainder parcel created by the air space subdivision of the Lands generally as shown on the sketch plan attached hereto as Schedule “B” containing, *inter alia*, the Rental Buildings;
- (q) “*Rental Dwelling Units*” means at least 215 Dwelling Units in the Rental Buildings satisfying the criteria and requirements set out in the Development Covenant;
- (r) “*Replacement Covenant*” has the meaning given to in the Development Covenant;
- (s) “*Society*” means either (i) a registered housing society or (ii) a non-profit society at arms’ length to the Owner, but which may be formed by the Owner, and which is permitted pursuant to the provisions of Section 49.1 of the *Residential Tenancy Act* to terminate a residential tenancy agreement where the tenant or other occupant ceases to qualify for a “subsidized rental unit” (as defined in the *Residential Tenancy Act*), in each case approved in writing by the District, acting reasonably;
- (t) “*South Apartment Rental Building*” means the mid rise apartment building containing Rental Dwelling Units constructed or to be constructed on the south portion Rental Building Remainder Parcel generally as shown on the Master Development Plan;
- (u) “*Subdivided*” means the division of land into two or more parcels by any means, including by deposit of an air space subdivision plan or other subdivision plan under the *Land Title Act*, lease, or deposit of a strata plan or bare land strata plan under the *Strata Property Act* (including deposit of any phase of a phased bare land strata plan);

(v) “*Zoning Amendment Bylaw*” means District of North Vancouver Rezoning Bylaw (No. ); and

(w) “*Zoning Bylaw*” means the District of North Vancouver Zoning Bylaw No. 3210, 1965 as modified by the Zoning Amendment Bylaw and as further amended, consolidated, re-enacted or replaced from time to time.

2. **Rental Buildings** – The Rental Buildings must contain at least 215 Rental Dwelling Units.
3. **No Subdivision** – The Rental Building Remainder Parcel and any improvements from time to time thereon (including without limitation the Rental Buildings), may not be subdivided by any means whatsoever, including, without limitation, by subdivision plan, strata plan, fractional interest, lease or otherwise.
4. **The Housing Society** – Prior to the date that is 90 days after issuance of the building permit for the Rental Buildings, and in any event prior to marketing any Affordable Rental Units or Market Rental Units in the Rental Buildings for rent and prior to entering into any residential tenancy in respect of any said rental units; the Owner must
  - (a) enter into a lease, licence or operating agreement with the Society in respect of the Affordable Rental Units, said agreement to be in form and substance acceptable to the District; and
  - (b) cause the Society to enter into a separate agreement with the District in form and substance acceptable to the District regarding the operation of the Affordable Rental Units.

For clarification, this section will not prohibit Fairborne from offering the Rental Building Remainder Parcel for sale, or entering into a purchase agreement for the sale of the Rental Building Remainder Parcel.

5. **Use of Market Rental Units** – No Market Rental Unit in the Building may be used for any purpose whatsoever save and except for the purpose of rental housing pursuant to arm’s length month-to-month residential tenancy agreements or arm’s length residential tenancy agreement with terms not exceeding three years in duration (including all periods in respect of which any rights or renewal, contingent or otherwise have been granted).
6. **Use of Affordable Rental Units** - No Affordable Rental Unit will be used for any purposes whatsoever save and except for the purpose of providing rental accommodation in the Affordable Rental Unit to tenants meeting the Eligibility Requirements pursuant to arm’s length month-to-month residential tenancy agreements or residential tenancy agreements with terms not exceeding three years in duration (including all periods in respect of which any rights or renewal, contingent or otherwise have been granted), where said tenancy agreements comply with all of the requirements of section 7.
7. **Occupancy Restriction** – No Affordable Rental Unit may be occupied except by:

- (a) a person meeting the Eligibility Requirements pursuant to month-to-month residential tenancy agreements or residential tenancy agreement with terms not exceeding three years in duration that complies with section 8; and
- (b) the other members of the person's household, provided that the income of all members (other than income of legal dependents up to a maximum of \$10,000 per year per dependent) is included in the determination of eligibility under the Eligibility Requirements.

8. **Tenancy Agreements for Affordable Rental Units** - The Owner shall not suffer, cause or permit occupancy of any Affordable Rental Unit except pursuant to a residential tenancy agreement that:

- (a) is entered into by the Owner (or by the Society) and, as tenant, a person at arm's length from the Owner and the Society. For the purpose of this Agreement, "at arm's length" means:
  - (i) not in any other contractual relationship with the Owner or the Society or any director, officer or other senior employee of the Owner or the Society;
  - (ii) unrelated by blood, marriage or personal relationship to any director, officer or other senior employee of the Owner or the Society; and
  - (iii) not employed by any corporate entity that is an affiliate of the Owner or the Society, as that term is defined in the *British Columbia Business Corporations Act* as of the date of this Agreement,

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

- (b) does not, in relation to any Affordable Rental Unit or any accessory uses attached thereto (for example, storage lockers or bicycle storage lockers), require payment of rent or any other consideration directly or indirectly that exceeds the Discounted CMHC Rental Rate for the unit, but the tenant may be required to pay:
  - (i) additional consideration for parking or bicycle storage provided that the additional consideration does not exceed the amount charged for a parking stall or a bicycle storage locker, as the case may be, to tenants in the Market Rental Units; and

- (ii) third party providers directly for utilities, internet services and, if approved by the Director acting reasonably, other services not usually included in rent;;
- (c) does not require the rent to be prepaid at an interval greater than monthly;
- (d) prohibits the tenant from subletting the unit, assigning the tenancy agreement, or operating the unit on a short term rental basis (less than one month), except to the extent that the *Residential Tenancy Act* restricts or prohibits such prohibitions;
- (e) requires the tenant to provide within 30 days of demand true copies of the most recent filed income tax returns or assessment notices from Canada Revenue Agency for each occupant of the unit; and
- (f) contains a provision that, if the tenant ceases to qualify for the Affordable Rental Unit because he or she no longer meets the Eligibility Requirements, the Owner or the Society may end the tenancy agreement by giving the tenant a clear six month's notice to end the tenancy in accordance with section 49.1 of the *Residential Tenancy Act* (or successor legislation).

9. **Rental Application Process** – The Owner must:

- (a) accept applications for residential occupancy of the Affordable Rental Units from all applicants meeting the Eligibility Requirements;
- (b) maintain a housing list of all eligible applicants from whom the Owner has accepted applications;
- (c) where Affordable Rental Units become available for occupancy, offer the units to persons on the housing list in the order in which their applications were made, unless:
  - (i) the person no longer meets the Eligibility Requirements; or
  - (ii) the Owner does not consider the person to be an acceptable candidate for occupancy of that Affordable Rental Unit because the person does not satisfy other reasonable and fair criteria established by the Owner from time to time; and
- (d) make the housing list available to the District upon request.

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

- (a) keep or cause to be kept separate true and accurate records and accounts in accordance with generally accepted accounting principles regarding the rental income earned from both the Market Rental Units and the Affordable Rental Units; and

- (b) deliver to the District, on request of the District, copies of all current tenancy agreements in respect of the Affordable Rental Units.
11. **Statutory Declaration** – Within seven days after receiving notice from the District, the Owner must deliver to the District a statutory declaration, substantially in the form attached as Schedule “C”, sworn by the Owner (or a director or officer of the Owner if the Owner is a corporation) under oath before a commissioner for taking affidavits in British Columbia, containing all of the information required to complete the statutory declaration.
12. **Damages and Rent Charge**
- (a) The Owner acknowledges that the District requires compliance with the provisions in this Agreement for the benefit of the community. The Owner therefore agrees that for each day the Land is occupied in breach of this Agreement, the Owner must pay the District \$200.00 (the “Daily Amount”), as liquidated damages and not as a penalty, due and payable at the offices of the District on the last day of the calendar month in which the breach occurred. The Daily Amount is increased on January 1 each calendar year by the 12 month average percent increase in the Consumer Price Index for the previous calendar year. The Owner agrees that payment may be enforced by the District in a court of competent jurisdiction as a contract debt.
  - (b) By this section, the Owner grants to the District a rent charge under section 219 of the *Land Title Act*, and at common law, securing payment by the Owner to the District of the amounts described in subsection 12(a). The District agrees that enforcement of the rent charge granted by this section is suspended until the date that is 30 days after the date on which any amount due under subsection 12(a) is due and payable to the District in accordance with subsection 12(a). The District may enforce the rent charge granted by this section by an action for an order for sale or by proceedings for the appointment of a receiver.
  - (c) The Director may, in his or her sole discretion, grant to the Owner full or partial relief from the obligation to pay liquidated damages on a case-by-case basis if the Owner establishes to the satisfaction of the Director, in the Director’s discretion, that the breach for which the Daily Amount is payable was inadvertent. No such relief in relation to any particular default is to be construed as or deemed to constitute relief in relation to any other default other default.
13. **Specific Performance** – The Owner agrees that, without affecting any other rights or remedies the District may have in respect of any breach of this Agreement, the District is entitled to obtain an order for specific performance of this Agreement and a prohibitory or mandatory injunction in respect of any breach by the Owner of this Agreement. The Owner agrees that this is reasonable given the public interest in restricting occupancy of the Land in accordance with this Agreement.
14. **Adjustment to Discounted CMHC Rental Rate** – If the Owner establishes to the satisfaction of the Director that:

- (a) the average Annual Allowable Adjustment over any consecutive 5 year period has: (i) not kept pace with the average annual increase in the operating costs for the Rental Buildings (excluding debt financing) over said 5 year period; and (ii) not kept pace with average annual increases in the District of North Vancouver median rents as published by CMHC for the one-bedroom, two-bedroom and three-bedroom Affordable Rental Units over the same said 5 year period; and
- (b) the financial viability of the Rental Buildings has been materially compromised as a result of the circumstance described in section 14(a),

then the Owner may apply to the Director for an increase in the Discounted CMHC Rates for the Affordable Rental Units, with said increase not to exceed 80% of the then current District of North Vancouver median rents as published by CMHC for the one-bedroom Affordable Rental Units and two-bedroom Affordable Rental Units, and 86% of the then current District of North Vancouver median rents as published by CMHC for the three-bedroom Affordable Rental Units, as applicable. The Owner acknowledges and agrees that approval of said increase in the Discounted CMHC Rates for the Affordable Rental Units will be in the sole and unfettered discretion of the Director. The Owner may only apply for an Adjustment in the Discounted CMHC Rental Rates pursuant to this section once in any 5 year period.

15. **Notice of Housing Agreement** – For clarity, the Owner acknowledges and agrees that:

- (a) this Agreement constitutes both a covenant under section 219 of the *Land Title Act* and a housing agreement entered into under section 483 of the *Local Government Act*;
- (b) the District is required to file a notice of housing agreement in the LTO against title to the Land; and
- (c) once such a notice is filed, this Agreement, as a housing agreement under section 483 of the *Local Government Act*, binds all persons who acquire an interest in the Land in perpetuity.

16. **Compliance with Laws** – The Owner will at times ensure that the Land is used and occupied in compliance with all statutes, laws, regulations, bylaws, and orders of the District and other authorities having jurisdiction, including all rules, regulations, policies, guidelines and the like under or pursuant to them.

17. **Cost** – The Owner shall comply with all requirements of this Agreement at its own cost and expense, and shall pay the reasonable costs and expenses incurred and payment and expenditures made by the District, including without limitation, all survey, advertising, legal fees and disbursements and the District's administration costs (as determined by the District's charge out rate for District staff time) in connection with the preparation or enforcement of this Agreement and all other covenants, agreements and statutory rights of way granted by the Owner to the District or entered into between the Owner and the District in respect of the development of the Land contemplated in this Agreement and

ancillary documents and any modifications, discharges and partial discharges of them from time to time, and the costs of registration of such documents in the LTO.

18. **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.
19. **Discharge** – At the request of the Owner and at the Owner's sole expense, the District will deliver to the Owner discharge(s) in registrable form discharging this Agreement from all of the Lands other than the Rental Building Remainder Parcel, provided that:
  - (a) the air space subdivision creating the Rental Building Remainder Parcel is deposited and fully registered at the LTO;
  - (b) the Director is satisfied that the Owner has met all of its obligations under sections 2 and 4 of this Agreement and all of its obligations under all provisions of the Development Covenant that relate to the Affordable Rental Units, the Market Rental Units, the Rental Buildings, or the Rental Building Remainder Parcel, and has obtained occupancy permits for the Rental Buildings and all Dwelling Units located therein; and
  - (c) this Section 219 Covenant – Housing Agreement remains registered at the LTO against title to the Rental Building Remainder Parcel in favour of the District in priority to all financial charges.
20. **Interpretation** – In this Agreement:
  - (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
  - (b) any reference to a statute or by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute, by-law and regulations that may be passed which have the effect of supplementing or superseding such statute, by-law and regulations;
  - (c) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
  - (d) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
  - (e) reference to the "Land" or to any other parcel of land is a reference also to any parcel into which it is subdivided or consolidated by any means (including the removal of interior parcel boundaries) and to each parcel created by any such subdivision or consolidations;
  - (f) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;

- (g) reference to any enactment includes any regulations, orders, permits or directives made or issued under the authority of that enactment;
- (h) unless otherwise expressly provided, referenced to any enactment is a reference to that enactment as consolidated, revised, amended, re enacted or replaced;
- (i) time is of the essence;
- (j) all provisions are to be interpreted as always speaking;
- (k) reference to a “party” is a reference to a party to this Agreement and the their respective heirs, executors, successors (including successors in title), trustees, administrators and receivers;
- (l) reference to the District is a reference also to is elected and appointed official, officer, employees and agents;
- (m) reference to a “day”, “month”, “quarter”, or “year” is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (n) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”; and
- (o) any act, decision, determination, consideration, opinion, consent or exercise of discretion by a party or person as provided in this Agreement must be preformed, made, formed or exercised acting reasonably, except that any act, decision, determination, consideration, consent, opinion or exercise of discretion that is said to be within the “sole discretion” of a party or person may be preformed, made, formed or exercised by that party or person in the sole, unfettered and absolute discretion of that party or person.

21. **Notice** – All notices and other communications required or permitted to be given under this Agreement must be in writing and must be sent by registered mail or delivered as follows:

- (a) if to the Owner, as follows:

Fairborne Lynn Creek Holdings Ltd.  
1450 – 1090 West Georgia Street  
Vancouver BC V6E 3V7

Attention: Christopher Philps

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

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

Attention: Director, Planning Permits and Bylaws  
Email:

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

22. **No Waiver** – No provision or breach of this Agreement, or any default, is to be considered to have been waived or acquiesced in by a party unless the waiver is express and is in writing by the party. The waiver by a party of any breach by the other party of any provision, or default, is not to be construed as or constituted a waiver of any further or other breach or the same or any other provision or default.
23. **Rights are Cumulative** – All rights and remedies of a party under or in respect of this Agreement (including its breach) are cumulative and are in addition to, and do not exclude or limit any other right or remedy. All rights and remedies may be exercised concurrently.
24. **Third Party Beneficiaries** – Except as may be expressly provided in this Agreement, this Agreement is not to be interpreted to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty or obligation created by this Agreement.
25. **No Effect on Laws or Powers** – This Agreement and the Owner's contributions, obligations and agreements set out in this Agreement do not:
  - (a) affect or limit the discretion, rights or powers of the District or the approving officer under any enactment or at common law, including in relation to the use, development, servicing or subdivision of the Land;
  - (b) impose on the District or the approving Officer any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
  - (c) affect or limit any enactment relating to the use, development or subdivision of the Land; or
  - (d) Relieve the Owner from complying with any enactment, including in relation to the use, development, servicing or subdivision of the Land.

26. **Binding Effect** – This Agreement endures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, trustees, receivers and successors (including successors in title).
27. **Covenant Runs With the Land** - Every provision of this Agreement and every obligation and covenant of the Owner in this Agreement, constitutes a deed and a contractual obligation, and also a covenant granted by the Owner to the District in accordance with section 219 of the *Land Title Act*, and this Agreement burdens the Land to the extent provided in this Agreement, and runs with it and binds the Owner's successors in title. This Agreement also burdens and runs with every parcel into which the Land is or they are consolidated (including by the removal of interior parcel boundaries) by any means.
28. **Voluntary Agreement** - The Owner acknowledges that the Owner has entered into this Agreement voluntarily and has taken legal advice with regard to the entry of this Agreement and the development of the Land.
29. **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 property, the Land or the building or any portion thereof, including any Dwelling 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.
30. **Limitation on Owner's Obligations** - The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.
31. **Further Acts** - The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
32. **Joint Obligations of Owner** - If two or more persons execute this Agreement as Owner, the liability of each such person to observe and perform all of the Owner's obligations pursuant to this Agreement will be deemed to be joint and several.
33. **Severance** - If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force and unaffected by that holding or by the severance of that part.
34. **No Joint Ventureship** - Nothing in this Agreement shall constitute the Owner as the agent, joint venturer or partner of the District or give the Owner any authority or power to bind the District in any way.

35. **Amendment** - This Agreement may be amended from time to time by agreement between the Owner and the District. Except as otherwise expressly provided in this Agreement, the amendment agreement must be by an instrument in writing duly executed by the Owner and the District.
36. **Deed and Contract** - By executing and delivering this Agreement each of the parties intends to create both a new contract and a deed of covenant executed and delivered under seal.

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

**SCHEDULE "A"**

**THE AFFORDABLE RENTAL UNITS – RENTAL RATES**

	<b>1 bed</b>	<b>2 bed</b>	<b>3 bed</b>
Discounted CMHC Rental Rate	\$1,280	\$1,664	\$2,129

**SCHEDULE "B"**  
**SKETCH PLAN OF THE RENTAL BUILDING REMAINDER PARCEL**

**SCHEDULE "C"**  
**STATUTORY DECLARATION**

CANADA	)	IN THE MATTER OF A HOUSING AGREEMENT
	)	with the District of North Vancouver
PROVINCE OF BRITISH COLUMBIA	)	("Housing Agreement")

I, \_\_\_\_\_, of \_\_\_\_\_, British Columbia, do solemnly declare:

1. That I am the \_\_\_\_\_ (director, officer, employee) of \_\_\_\_\_, (the "Owner") the owner of the land legally described as *[insert legal]* and *[make this declaration to the best of my personal knowledge] [have been informed by \_\_\_\_\_ and believe the statement in this declaration to be true]*.
2. This declaration is made pursuant to the Housing Agreement.
3. On \_\_\_\_\_:
  - (a) all of the Affordable Rental Units (as defined in the Housing Agreement) were occupied by tenants pursuant to Arm's Length (as defined in the Housing Agreement) month-to-month residential tenancy agreements or Arm's Length residential tenancy agreements with terms not exceeding three years in duration that comply with section 8 in the Housing Agreement subject to the following vacancies \_\_\_\_\_ (*nil if left blank*); and
  - (b) the names and addresses of all of the tenants in the Affordable Rental Units are listed in Schedule A to this statutory declaration.
4. To the best of my knowledge and belief the Owner is not in breach of any of its obligations under the Housing Agreement.
5. The Owner has used commercially reasonable efforts to obtain the most recently filed income tax returns or assessment notices from Canada Revenue Agency for each occupant of each Affordable Rental Unit, and has reviewed same, and I have, to the extent reasonably possible based on the information provided to the Owner by tenants, confirmed that as of \_\_\_\_\_, \_\_\_\_\_ the tenant(s) of each Affordable Rental Unit continue to qualify for their Affordable Rental Unit because the aggregate income of all occupants residing in the Affordable Rental Unit meets the Eligibility Requirements, as defined in the Housing Agreement, except as specifically set out in Schedule B.
5. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

SWORN BEFORE ME at the \_\_\_\_\_, in the  
Province of British Columbia, this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
A Commissioner for Taking Affidavits for British Columbia

)  
)  
)  
)  
)  
)  
)  
**Signature of person making declaration**

**Schedule A to the Statutory Declaration of \_\_\_\_\_**

Name of Eligible Person	Age of Eligible Person	Other Resident(s) of Dwelling Unit	Apt. No.

**Schedule B to the Statutory Declaration of \_\_\_\_\_**

List the tenants who no longer meet the Eligibility Requirements together with reasons why.

**The Corporation of the District of North Vancouver****Bylaw 8508****A bylaw to waive Development Cost Charges**

---

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

**Citation**

- 1) This bylaw may be cited as "Crown Street Development Cost Charges Waiver Bylaw 8508, 2021".

**Waiver**

- 2) Development Cost Charges are hereby waived in relation to the Eligible Development proposed to be constructed on the site as shown outlined in red on the attached map (Schedule A), and the development cost charge rates for the Eligible Development are hereby set at zero.
- 3) For the purpose of this Bylaw "Eligible Development" means 45 housing units where the rental rate structure is secured by way of a lease agreement, affordable housing agreement bylaw, restrictive land use covenant or other measure acceptable to the Municipal Solicitor.

**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 8508



**420-460 Mountain Highway and 1510-1530 Crown Street Rezoning Application****Public Information Meeting Summary Report**

**Event Date:** July 11, 2018  
**Time:** 6:00pm – 7:30pm  
**Location:** North Shore Winter Club, Senior Lounge, 1325 Keith Rd East, North Vancouver  
**Attendance:** 15 members of the public signed in.  
**Comments:** 1 comment sheet was submitted. 2 e-mails were submitted.

**Meeting Purpose:**

- 1) To present development proposal materials to neighbours
- 2) To provide an opportunity for the public to ask questions about the proposal
- 3) To provide an opportunity for neighbours to comment on the proposal

**Notification:**

In accordance with District of North Vancouver policies:

Invitation Brochures

Invitations and informational packages were delivered to 206 addresses within a 100m radius of the site. Additional notices were sent outside the notification area to include outlier properties located on the same block, exceeding District notification requirements. Appendix A includes a copy of this package and a map of the distribution area.

Newspaper Ad

A newspaper ad was placed in the North Shore News on Wednesday, July 4 and Friday, July 6, 2018. A copy of the ad is included in Appendix A: Notification.

**Attendance:**

15 members of the public signed in for the meeting. A copy of the sign-in sheet is included in Appendix B.

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

## District of North Vancouver:

- Michael Hartford, Development Planner

## Project Team presenters included:

- Martin Bruckner, IBI Group

## Facilitators:

- Steven Petersson, Petersson Planning Consulting
- Katrina May, Petersson Planning Consulting

**Overview:**

The meeting was held in a Public Information Meeting format. Meeting participants could browse the display boards and engage with the project team directly, followed by a formal presentation and facilitated question and answer period. The facilitator noted questions and comments on a flip chart for all to see.

The participants were invited to submit written comments to the facilitator or to the municipal planner. Since this meeting was held in the month of July, in order to allow neighbours sufficient opportunity to comment on the proposal the post-meeting comment period was nearly quadrupled in length. The comment period remained open from the night of the meeting, July 11, 2018, to September 4, 2018. One comment sheet and two emails were submitted to the municipal planner.

The proposal was generally supported by meeting participants.

The key themes expressed at the meeting included:

- concern about traffic volume along Mountain Highway
- construction traffic mitigation plans, since three construction projects are active in the area.

Michael Hartford, the District of North Vancouver planner, noted that all three developers are collaborating on a strategy to minimize the impacts of construction on the area, including parking all construction vehicles on site. The three developers are also working on a communications strategy, exploring a website or electronic notifications to notify residents of road closures or other impacts. Residents will be informed as soon as a strategy is in place.

**Public Dialogue:**

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

- Q1** How high are the two lower-rise buildings?  
**A1** 6 storeys, or approximately 70 ft high.
- Q2** Is the green space on top of the podium private?  
**A2** Yes, the access is for residents only.
- Q3** My major concern is the amount of traffic along Mountain Highway. Will the road be expanded?  
**A3** The DNV is currently completing a traffic study in the area. The DNV is looking at improvements in the Mountain Highway Corridor, but these improvements do not include new traffic lanes for cars. New pedestrian, bike lane, and transit lane infrastructure are being investigated. Funding has been announced for improved transit service.
- C4** The DNV needs to consider the volume of traffic that all of the new development will create together. Not everyone takes transit.

- Q5** Why isn't mass-transit, or light-rail for the North Shore being considered? Why don't new developments make provisions for this infrastructure now?
- A5** Transit infrastructure is decided on a regional scale by Translink. The North Shore will likely not see light rail for a long time due to a relatively smaller population than other regional centres, such as Surrey.
- Q6** How many parking spaces?
- A6** 99 commercial parking spaces at grade, 30 visitor, 364 residential and 2 car share stalls. Some commercial stalls will double as residential stalls after 6pm.
- Q7** What provisions are being made for construction parking?
- A7** All three developers in the area are collaborating on a construction mitigation strategy. All construction parking can be contained on site.
- Q8** Will there be concrete toppings on the floors in the wood-frame building?
- A8** Yes.
- Q9** Will residents in the area be notified of traffic and construction so that we can get in and out of our homes?
- A9** The DNV has asked for sufficient notice to be provided to residents. There will be one point of contact for the three developers to ensure consistent communications. The DNV is looking into electronic notifications. Alternate forms of access will always be provided. Once a communications plan is finalized, residents will be notified.
- Q10** Where is the fire station going?
- A10** There is an existing facility that will be combined with a training facility on land owned by the DNV at 900 St Denis Avenue, north of Lynnmour Elementary School.
- Q11** Is there preliminary sale pricing for units?
- A11** Not yet. The rental is being proposed as affordable housing, CMHC Level 1 rates. This has not been confirmed yet.
- Q12** When do you expect to complete construction?
- A12** Approximately 36 months after the project is approved by Council.
- Q13** When will the existing buildings be demolished?
- A13** Not until project approval and demolition permits are granted.
- C14** I don't like change but change is inevitable, and I think you've done a great job!

#### **Comment Sheet and Email Summary**

Participants were invited to submit comments until September 4, 2018, extending the comment period from two weeks to nearly two months. One comment sheet and two emails were submitted.

One respondent generally supported the proposal, but expressed concern about traffic volumes and the great need for additional transit service.

A second respondent also expressed concerns about traffic, and the difficulty turning left (east bound to north bound) from Charlotte Road onto Mountain Highway.

A third respondent suggested that the site include a take-out sustainable food service. The respondent also suggested retention of mature cherry and apple trees in the area.

### **Conclusion**

The purpose of this public information meeting was to present to neighbours the proposed rezoning application and the mixed-use development concept, and to provide them with an opportunity to ask clarifying questions and comment on the proposal. 206 invitations were distributed to the surrounding community, and 15 community members signed in. Two newspaper ads notified the community of the meeting, and a sign was posted on the property. One comment form and two emails were submitted to the municipal planner.

The public could participate in this process in several ways:

- browsing boards
- talking to the project team and Development Planner
- watching a formal presentation by the architect
- participating in a facilitated question and answer period
- submitting written comments.

The meeting length and format was sufficient to provide all participants an opportunity to learn more, ask questions, and make the comments they wished to provide that evening. Participants asked the development team and municipal planner a variety of specific questions, mostly related to traffic circulation, construction traffic management, and a communications strategy to notify neighbouring residents of road closures or other impacts. The applicant successfully notified and presented their proposal to the community, and neighbours had ample opportunity to express their views of the proposal.

## Appendix A: Notification

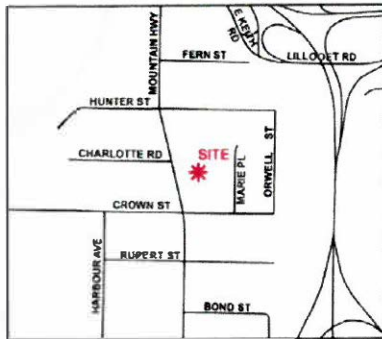
### Newspaper Advertisement: North Shore News

#### Public Information Meeting

A mixed-use development is being proposed for 1510-1530 Crown Street and 420-460 Mountain Highway. You are invited to a meeting to review the proposal and meet the applicant team.

**Date:** Wednesday July 11, 2018  
**Time:** 6:00 PM – 7:30 PM  
**Location:** North Shore Winter Club, Senior Lounge  
1325 Keith Road East, North Vancouver

The applicant proposes to rezone the site from commercial and single family residential zoning to a comprehensive development zone, to permit 349 residential units which will include 7 concrete townhomes, two 5 storey wood frame mid-rise buildings and a 29 storey concrete tower. The proposal is in accordance with the Official Community Plan objectives for the Lynn Creek Town Centre



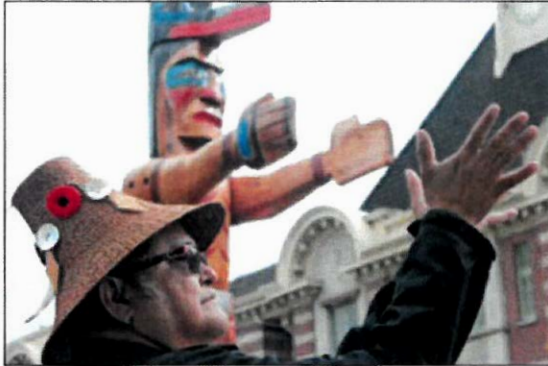
Information packages are being distributed to residents within a 100 meter radius of the site. If you would like to receive a copy or if you would like more information, contact Martin Bruckner of IBI Group by telephone at 604-683-8797 or via email at [mbruckner@ibigroup.com](mailto:mbruckner@ibigroup.com) or Michael Hartford of District of North Vancouver Community Planning Department by 604-990-2480 or [mhartford@dnv.org](mailto:mhartford@dnv.org), or bring your questions and comments to the meeting.

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

## 420-460 Mountain Highway and 1510-1530 Crown Street Rezoning Application – Public Information Meeting Summary Report

WEDNESDAY, JULY 4, 2018 northshorenews nsnews.com

LIFESTYLE | A29



**CARVING TIME** Sempuluan blanks carver Darren Yellon for the Welcome Figure (Kayachtr) totem pole that was created by the Squamish Nation artist and unveiled last week at Ridgeway Elementary. All 565 students and more than 50 parents and staff, under the guidance of Yellon, helped carve and paint the new piece. PHOTO MIKE WAKEFIELD

### Comic form shows diversity of learning

From page 13

attempts to show how there's a broad spectrum of ways to learn, Parker explains.

"We have all sorts of different, diverse types of learners that communicate their knowledge in all sorts of different ways, and I to be open to letting them figure out what their voices, or their artistic voice, or what their form might be, I

think is really powerful," she says.

The entire thesis, including the text of the main body, is written and drawn by hand, she explains.

Since defending her thesis, Parker has been awarded the 2017 Arts Researchers Teachers Graduate Research Award, according to a release from SFU.

Doing her thesis in comic

form allowed Parker to further explore ideas that are not always easily expressed in words, she says, adding that creating art in general can give students and people of all ages an opportunity to do this.

"I think I see the learners like me in my classroom that don't always fit the conventional mould of academia and I hope they could find a place there too," she says.

### Public Information Meeting

A mixed-use development is being proposed for 1510-1530 Crown Street and 420-460 Mountain Highway. You are invited to a meeting to review the proposal and meet the applicant team.

**Date:** Wednesday July 11, 2018  
**Time:** 6:00 PM - 7:30 PM  
**Location:** North Shore Winter Club, Senior Lounge  
1325 Keith Road East, North Vancouver

The application proposes to rezone the site from commercial and single-family residential zoning to a comprehensive development zone to permit 349 residential units which will include 7 detached townhomes, two 5-story wood-frame mid-rise buildings and a 29-story concrete tower. The proposal is in accordance with the Official Community Plan objectives for the Lynn Creek Town Centre.



Information packages are being distributed to residents within a 100-meter radius of the site. If you would like to receive a copy or if you would like more information, contact Martin Bruckner of IB1 Group by telephone at 604-583-8787 or via email at mbruckner@ib1group.com or Michael Harford of District of North Vancouver Community Planning Department by 604-990-7450 or mharford@dnv.org or bring your questions and comments to the meeting.

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

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A10|

nsnews.com northshorenews FRIDAY JULY 6 2016



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**Public Information Meeting**

A rezoning development is being proposed for 1510-1530 Crown Street and 420-460 Mountain Highway. You are invited to a meeting to review the proposal and assist the applicant team.

**Date:** Wednesday July 13, 2016  
**Time:** 6:00 PM - 7:30 PM  
**Location:** North Shore Winter Club, Senior Lounge  
1525 Keith Road East, North Vancouver

The applicant requested to rezone the site from commercial and single family residential zoning to a comprehensive development zone, to permit 349 residential units which will include 7 concrete townhomes, two 3 story wood frame and steel buildings and a 26 story concrete tower. The proposal is in accordance with the Official Community Plan objectives for the Lytton Creek, Lower Carlin.

Information packages are being distributed to residents within a 100 metre radius of the site. If you wish to take a copy or if you would like more information, contact Marla Butcher of the Group by telephone at 604-883-9187 or via email at mbutcher@nshp.com or Michael Hurlford of District of North Vancouver Community Planning Department by 604-990-2487 or mhurlford@dnv.org, or bring your questions and comments to the meeting.

*\*This is not a Public Hearing. DNVC Council will receive a report from staff on issues raised at the meeting and will normally consider the proposal at a later date.*

Notification Sign



## 420-460 Mountain Highway and 1510-1530 Crown Street Rezoning Application – Public Information Meeting Summary Report

### Notification Flyers

#### ***Notice of a Public Information Meeting in Your Neighbourhood***

##### **Meeting Agenda**

Doors Open: 6:00 PM

Open House Discussion: 6:00 – 7:30 PM

IBI Group is holding a Public Information Meeting to present the development proposal for a mixed use development at 420-460 Mountain Highway and 1510-1530 Crown Street.

##### **For further information please contact:**

Martin Bruckner

604-683-8797

[mbruckner@ibigroup.com](mailto:mbruckner@ibigroup.com)

*IBI Group*

700 – 1285 West Pender St.

Vancouver, B.C. V6E 4B1

Michael Hartford

604-990-2387

*District of North Vancouver*

Community Planning Dept.

355 West Queens Road

North Vancouver, BC,

V7N 4N5

##### **Meeting Time and Location**

Wednesday, July 11, 2018

6:00 – 7:30 PM

North Shore Winter Club - Senior Lounge  
1325 Keith Rd East, North Vancouver

This information package is being distributed to the owners and occupants within 75 metres of the proposed development site in accordance with District of North Vancouver policy.

##### **The Proposal**

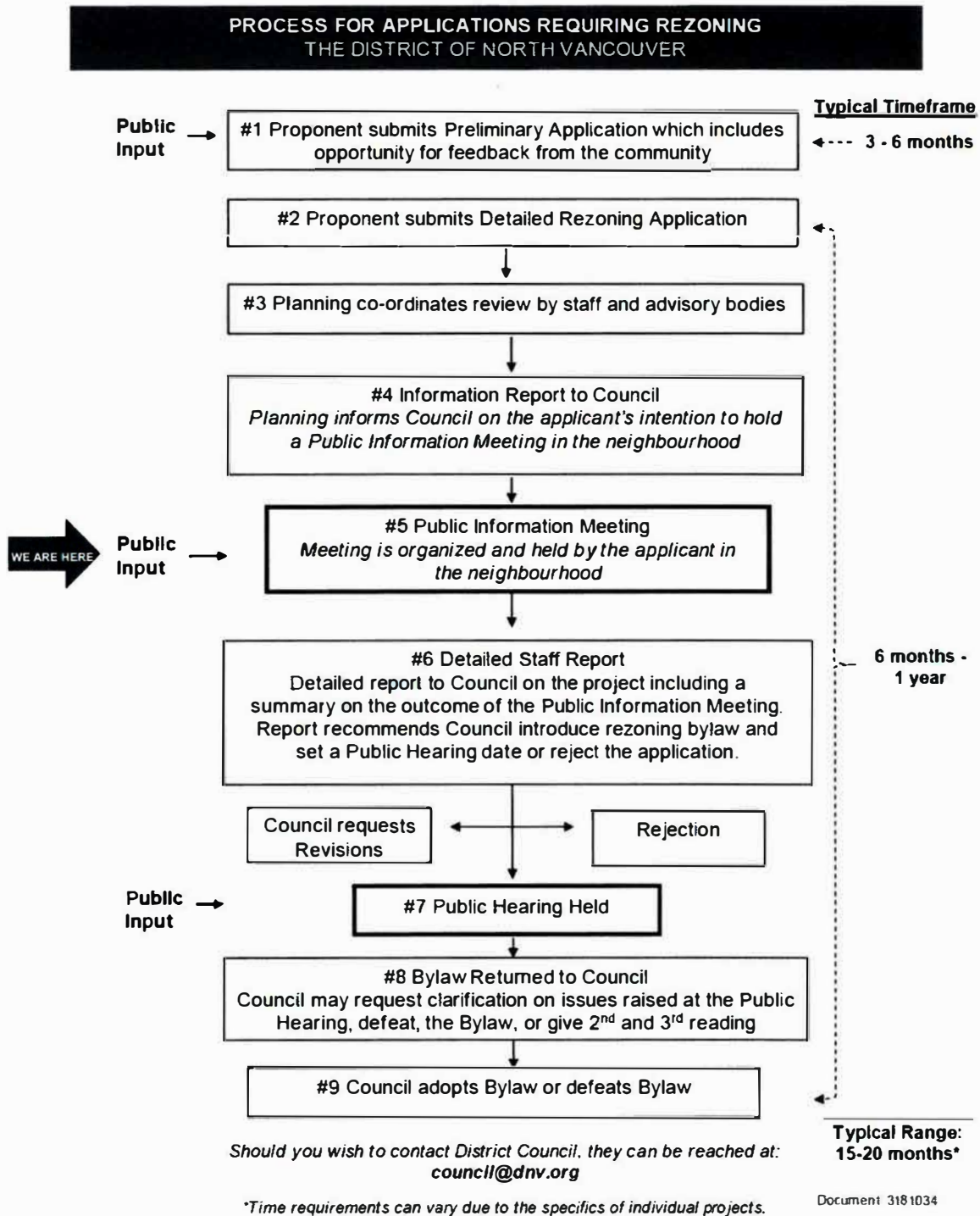
Fairborne CMCC Lynn Creek Limited Partnership proposes to construct a mixed use development located at 420-460 Mountain Highway and 1510-1530 Crown Street.

The proposal is for 349 units which will include 7 concrete townhomes, two 5-storey wood frame mid-rise buildings over a retail podium and a 29-storey concrete residential tower.

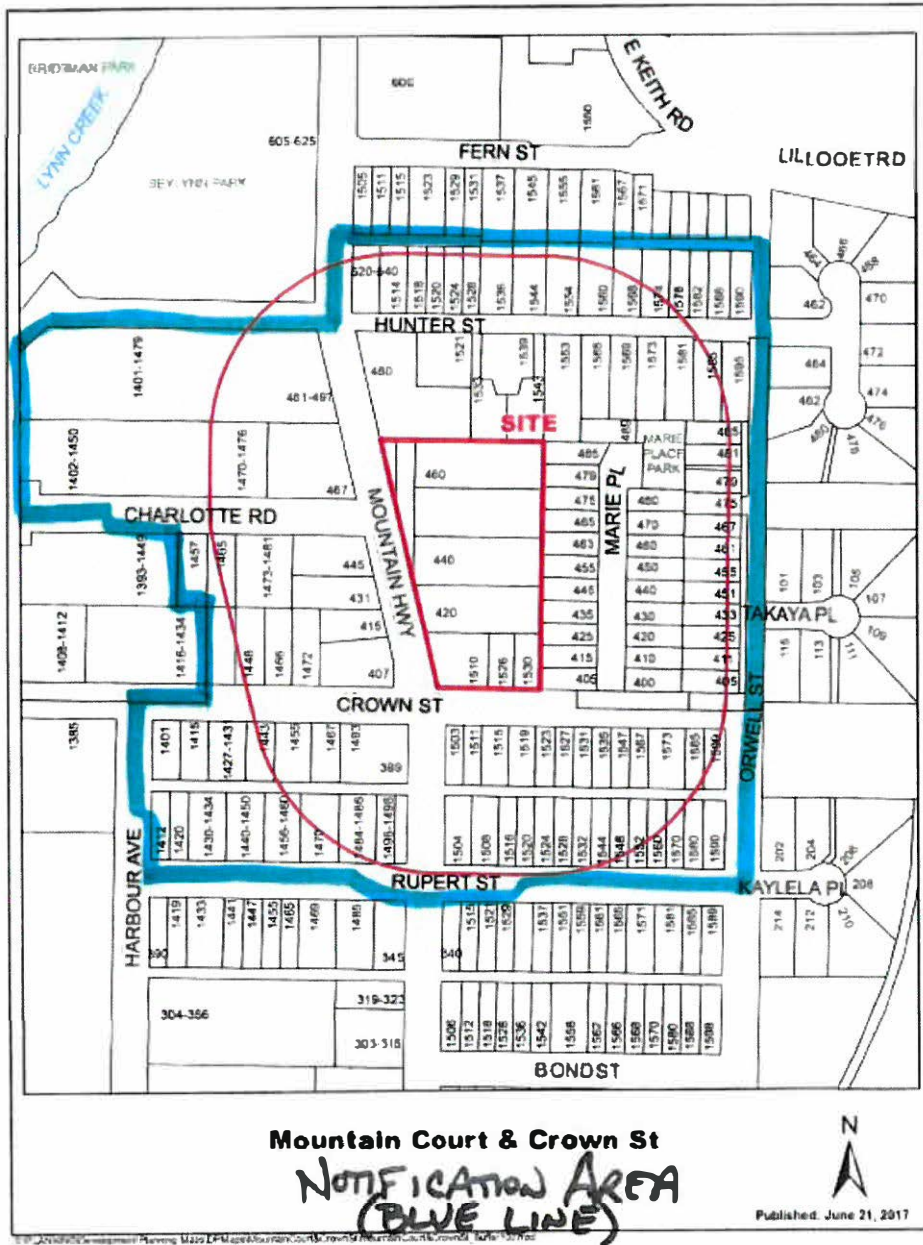
Vehicular access to the site will be from a lane off Crown Street. Parking will be located in the underground parking garage and at grade accessed from the lane.

Interested members of the public are invited to attend the Public Information Meeting for an early opportunity to review the proposal and offer comments.





Notification Area Map



[illegible]

Document 3829171

**FAIRBORNE / IBI ARCHITECTS**  
**1510-1530 Crown Street / 420 - 460 Mountain Hwy.**  
**Public Information Meeting – July 11, 2018**  
**SIGN-IN SHEET**

[illegible]

The personal information collected on this form is done so pursuant to the *Community Charter* and/or the *Local Government Act* and in accordance with the *Freedom of Information and Protection of Privacy Act*. The personal information collected herein will be used only for the purpose of this public consultation process unless its release is authorized by its owner or is compelled by a Court or an agent duly authorized under another Act.

Further information may be obtained by speaking with: The District of North Vancouver's Manager of Administrative Services at 604-990-2207

Document 3629171

**Appendix C – Public Comments: Written Submissions:**

**Michael Hartford**

---

**From:** [REDACTED]  
**Sent:** July 15, 2018 3:50 PM  
**To:** Mayor and Council - DNV; Michael Hartford; Michael Hartford; council@cnv.org; mfreisen@cnv.org  
**Cc:** [REDACTED]  
**Subject:** Fairbome / IBI Architects et al

Madams and Sirs,

I recently attended a presentation regarding Fairbome / IBI Architects proposal for a development at 420-460 Mountain Hwy and 1510-1530 Crown Street. Understanding it is in keeping with the Official Community Plan for the Lynn Creek Town Center, there are no objections in particular to raise about this proposal.

However there is one gaping hole that councils and the developers are not realistically considering. I refer to the continual and worsening traffic woes experienced by North Shore commuters of all stripes. A B-Line bus route between Sundarave and Maplewood is going to do nothing to solve traffic problems either across the two major bridges or indeed on the freeway that runs through our community. Those are major bottlenecks!

Ferry traffic, Whistler / Squamish traffic, and tourist traffic will always clog our stretch of highway through the North Shore communities. We need this stretch of road for local use as well. I applaud and support the massive infrastructure upgrades ongoing in the Lynn Creek area. When complete, it should facilitate better transit between all North Shore communities. However those improvements alone will do nothing to improve upon our freeway and bridge messes.

A B-Line bus route will simply not move the volume of people required across our fair city. Further, that bus route will just add further obstruction to normal traffic to and fro across the North Shore. There is no serious evidence of any initiative that will ease these bottlenecks. Do you want more traffic zipping along side streets to avoid the bridge and freeway mess?

While all the North Shore councils have major developers slaving to reap major profits from their accumulated major development projects, these developers all refer optimistically to one little B-Line bus route as some ultimate solution. They indicate that any mass transit is years away. I.E. not their problem. Indeed If we started seriously today, seven years might be an optimistic timeline for full implementation. I don't notice local councils grinding these developers on that point as they pursue their profits.

These developers, Denna Homes, Intergulf, Pinnacle Developments, Darwin Development, Fairbome / IBI, Anthem Properties and others are all poised to make major profits off our growing communities. Why is not more being asked of these developers? Why are they allowed to point to one crummy B-Line bus route as a solution? Why is real transit planning not happening now? Why are the profiteers not being asked to contribute planning effort and money into this future that allows them these profits? There is already a fixed rail link across the North Shore.

I can only imagine the hundreds of millions of profit these companies will reap building our new homes. Let's get some serious percentage of that profit to improve the quality of life in our communities. A rapid transit link is the minimum requirement, a link that does not further clog local roads. Are you all going to wait 10 years to start planning?

Sincerely,

[REDACTED]

**Michael Hartford**

---

**From:** [REDACTED]  
**Sent:** July 16, 2018 3:41 PM  
**To:** Michael Hartford  
**Subject:** Re: Public Information Meeting

Hi Michael,

It was a pleasure to meet you at the meeting last Wednesday.

As discussed, I would be grateful to receive any information you can share with me re. the traffic flow/signals etc. on Mountain Highway to deal with the huge influx of traffic this project and the others will bring. As an owner/occupier of a building on Charlotte St. [REDACTED] with tenants, we are all concerned. At peak times it is hard enough to turn left out of Charlotte onto Mountain Highway now with the way the traffic lights are set.

Thank you,

[REDACTED]

①

**COMMENT SHEET  
DISTRICT OF NORTH VANCOUVER**

**PROPOSAL:** Fairbome / IBI Architects: 1510-1530 Crown Street / 420 - 460 Mountain Hwy.  
Public Information Meeting: Detailed Application for Rezoning and Development  
Permit for mixed-use project including commercial space and 349 dwelling units.

To help us determine neighbourhood opinions, please provide us with any input you have on the proposal (attach additional sheets if necessary), or by email at the email address at the bottom of the page:

ATI Michael Hartford, Community Planner

Your Name: [REDACTED] Street Address: [REDACTED]

Please return, by mail or email by Tuesday September 4, 2018 to:

Michael Hartford, Community Planner  
Tel: 604-990-2480  
District of North Vancouver - Community Planning Department  
355 West Queens Road, North Vancouver, BC V7N 4N5  
Email: hartfordm@dnv.org

The personal information collected on this form is done so pursuant to the *Community Charter* and/or the *Local Government Act* and in accordance with the *Freedom of Information and Protection of Privacy Act*. The personal information collected herein will be used only for the purpose of this public consultation process. Unless otherwise authorized by its owner or is compelled by a Court or an agent duly authorized under another Act. Further information may be obtained by speaking with The District of North Vancouver's Manager of Administrative Services at 604-990-2207.

AUG 16 2018

PLANNING PERMITS AND BYLAWS

Document: 3629172

(2)

Dear Sirs

Hi! How are you? How are things? fine I hope.

I attended your public input gathering at the North Shore Winter Club some weeks ago, and indicated to one of the Project Director that I would be writing my response and ideas for the development of Crown Street project for review before September.

I have a concept that I am very excited about and could (would) generate substantial profits perhaps million and help your project developments.

Opening a Take-out "Edible Food Centre" that is healthy and sustaining. There will be a great need for this with construction of a new city being built, as it is going up not after completion, as client needs will change drastically.

As the front of the big Tower going on Crown Street is to be fronted with a few town homes and gardens, [REDACTED] could be saved and upgraded for the above purpose, that [REDACTED]

It has an amazing 100 plus year old cherry tree in the back yard that produces bing cherries and an apple tree in the front that has about 1200 pounds of apples in the fall. Both are beautiful to look at in bloom and

③

and is support to all kinds of birds and wildlife as well.  
Keeping a small piece of heritage that could be  
useful in maintaining speed of construction sites  
and productivity of workers not having to run  
all over the place looking for food could again be  
profitable in itself!

I have been actively searching materials that could  
or would be needed.

- Huge beams from Hunter Street slated for  
demo

- Have 2 industrial coffee makers

- Have industrial juicers

- commercial sinks and countertop

- searching industrial freezer and fridge  
access to tile, flooring, surplus marble - iron  
staircase

As I noted in the sign-in book at your  
meeting, I want to [REDACTED]

[REDACTED] I love it and intended to fix it up and hopefull  
one day own it.

To tell you a bit about myself, [REDACTED]  
[REDACTED]

④

I would be able to do much of the construction and renovations myself as I have experience in such trades. I also have a [REDACTED] who could also contribute. I am an active and contributing member of society and keep busy working at [REDACTED] Problem Solace and self motivated. My place would require some input from yourselves also.

Please take a look at the very possible and fortune making opportunity here, and details could be worked out - Helping / profit sharing / rent, possible rental suit upstairs/??

Also I make delicious Pies

I will bring one by - blackberries are currently in style

Many Best Wishes  
I hope we can work together

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## 420-460 Mountain Highway and 1510-1530 Crown Street Rezoning Application

### Public Information Meeting Summary Report

**Event Date:** November 7, 2018  
**Time:** 6:00pm – 7:30pm  
**Location:** North Shore Winter Club, Senior Lounge, 1325 Keith Rd East, North Vancouver  
**Attendance:** 11 members of the public signed in.  
**Comments:** Zero comment sheets and emails were submitted.

**Meeting Purpose:**

- 1) To present development proposal materials to neighbours
- 2) To provide an opportunity for the public to ask questions about the proposal
- 3) To provide an opportunity for neighbours to comment on the proposal

**Notification:**

In accordance with District of North Vancouver policies:

Invitation Brochures

Invitations and informational packages were delivered to 196 addresses within a 100m radius of the site. Additional notices were sent outside the notification area to include outlier properties located on the same block, exceeding District notification requirements. Appendix A includes a copy of this package and a map of the distribution area.

Notification Signs

Two notification signs were erected on the site on October 24, 2018, meeting District notification requirements. Appendix A includes photographs of the erected signs.

Newspaper Ad

A newspaper ad was placed in the North Shore News on Wednesday, October 31 and Friday, November 2, 2018. A copy of the ad is included in Appendix A: Notification.

**Attendance:**

11 members of the public signed in for the meeting. A copy of the sign-in sheet is included in Appendix B.

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

District of North Vancouver:

- Michael Hartford, Development Planner

Project Team presenters included:

- Martin Bruckner, IBI Group
- Stuart Jones, IBI Group

**Facilitators:**

- Steven Petersson, Petersson Planning Consulting
- Jean Roe, Petersson Planning Consulting

**Overview:**

Fairborne CMCC Lynn Creek Limited Partnership hosted a Public Information Meeting on July 11, 2018. Only 15 people attended this first meeting. DNV staff were concerned that the low attendance could have been due to neighbours being away on summer holiday, so the applicant was directed to hold a second Public Information Meeting in the Fall. This report summarizes the second Public Information Meeting.

This Public Information Meeting followed a similar format to a prior meeting. Participants could view the display boards and talk with members of the project team. The room was lined with information boards, including maps, site plans, landscape plans and conceptual renderings. At 6:30 PM the formal presentation began, and project images were projected on a screen. The presentation was followed by a facilitated question and answer period. To ensure a transparent process, a facilitator noted questions and comments on a flip chart for everyone to see.

Participants were invited to submit written comments to the municipal planner or facilitator. Comments that were submitted by November 23 would be included in the summary report. Any comment sheet or email would be included verbatim in the Appendix.

The proposal was generally supported by meeting participants. Most of the participants also attended the first Public Information Meeting in July, so they were already familiar with most aspects of the proposal. As a result, a majority of inquiries were seeking clarification, and, despite encouragement by the facilitator, there were no questions regarding the form and character of the proposal.

The key themes expressed at the meeting included:

- asking clarification questions about parking
- support for a grocery retailer.

**Public Dialogue:**

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

**Q1** Is the commercial parking paid or unpaid?

**A1** We don't know that yet.

**Q2** How many residential stalls will there be? What is the parking ratio?

**A2** On average, there will be 1.04 stalls per unit.

**Q3** Will there be underground parking?

**A3** 493 stalls total (residential and commercial)

**Q4** Has the parking ratio changed since the July Information Session?

**A4** No.

**Q5** Will there be car shares available?

**A5** Yes: there will be two.

**Q6** Is the grocery store confirmed?

**A6** The intention is for there to be a grocery store. There is 30, 000 sq. ft. of retail space total, and the hope is to have a grocery retailer. It is difficult to confirm a grocery store before the site is rezoned.

**C6** I think a grocery store would really benefit the neighbourhood.

**Q7** Can you clarify what you mean by 'loft units'?

**A7** The loft units are smaller units. These units were originally planned to be two storeys, but due to site constraints we made them a single, taller storey with a loft.

**Q8** Are the loft ceilings higher than the other units?

**A8** Yes

**Q9** Can you clarify what you mean by 'non-market' housing?

**A9** One entire building will be affordable strata units selling at low end of market.

**Q10** Who would qualify for these affordable units?

**A10** One standard that is considered for this development is the CMHC Level 1 standard, where low end of market is considered to be at 80% market rate. This standard hasn't been confirmed for this development. The level of affordability will be confirmed through the municipal approval process and secured with a Housing Agreement.

**Q11** Is there any preliminary pricing? What will the units cost?

**A11** We don't have preliminary pricing at this time.

**Q12** What is the timeline for this development?

**A12** Build time will be approximately 32 months after the project is approved by Council.

**Q13** Will there be visitor parking? Will there be a time limit on visitor parking?

**A13** There will be visitor parking: 99 commercial stalls and 30 visitor stalls. The time limit for parking is not yet determined.

**Q14** How many units are proposed in the 29-storey building?

**A14** 218.

#### **Comment Sheet and Email Summary**

Participants were invited to submit comments until November 23, 2018, over two weeks after the meeting. Zero comment sheets and emails were submitted. This is likely due to the fact that most of the

participants attended the first Public Information Meeting in July and were satisfied with the comments made at that time.

### **Conclusion**

Fairborne CMCC Lynn Creek Limited Partnership hosted a Public Information Meeting on July 11, 2018. In order to ensure that neighbours had an opportunity to learn more and comment on the proposal, DNV staff directed the applicant to host a second Public Information Meeting.

The purpose of this Public Information Meeting was to present to neighbours the proposed rezoning application and the mixed-use development concept, and to provide them with an opportunity to ask clarifying questions and comment on the proposal. 196 invitations were distributed to the surrounding community. Two newspaper ads notified the community of the meeting, and two signs were posted on the property. Eleven community members participated at the meeting; most participants also attended the first Public Information Meeting in July. Zero comments were submitted to the municipal planner and facilitator after the meeting.

The public could participate in this process in several ways:

- browsing boards
- talking to the project team and Development Planner
- watching a formal presentation by the architect and landscape architect
- participating in a facilitated question and answer period
- submitting written comments.

The meeting length and format was sufficient to provide all participants an opportunity to learn more, ask questions, and make the comments they wished to provide that evening. Participants asked the development team and municipal planner a variety of specific questions, mostly related to parking and construction timing. The applicant successfully notified and presented their proposal to the community. Given that two Public Information Meetings were hosted in support of the project, and the same participants attended both meetings, the neighbourhood had ample opportunity to express their views of the proposal.

## 420-460 Mountain Highway and 1510-1530 Crown Street Rezoning Application – Public Information Meeting Summary Report

### Appendix A: Notification

#### Newspaper Advertisement: North Shore News

##### A30 | NEWS

nsnews.com northshorenews W11415641/6K 10B1R JL2018

**FIELD FINALS** In the top photo, Colingwood's Jacqueline Webb and Hailey Gorda put the score on 5-0 over a Belmont Norman in the North Shore senior girls AA field hockey final, while in the bottom photo West Vancouver's Mia Zilavsk tracks Handsworth's Grace Delmotte in the AAA final. Both matches were played recently at West Vancouver's Rustedge Field with Colingwood claiming the U18 girls AA title with a 5-2 win and Handsworth earning the AAA crown with a 6-1 win. All four teams will represent the North Shore at the provincial championships next week. More photos: nsnews.com PHOTO: CARRIE GOODMAN

### We're upgrading Capilano Substation in Murdo Frazer Park

To ensure reliable electricity to 12,000 homes and businesses, we're upgrading our Capilano Substation located on Woods Drive at Pemberton Avenue.

Construction is well underway, as well as how we're keeping the park and golf course accessible during construction.

**Where:** Delbrook Community Recreation Centre, 6100 151st Avenue, North Vancouver, B.C.  
(At Del Rio Drive in William Griffin Park)

**When:** Wednesday, November 7, 2018

**Time:** 5:00 PM to 8:00 PM

For more information, please contact us at [projects@bchydro.com](mailto:projects@bchydro.com)

Learn more at [bchydro.com/capsub](http://bchydro.com/capsub)

**BC Hydro**  
Power smart

### Public Information Meeting

An award-winning project is being proposed for 1510-1530 Crown Street and 420-460 Mountain Highway. You are invited to a meeting to review the proposal and provide your feedback.

**Date:** Wednesday, November 7, 2018  
**Time:** 6:00 PM - 7:30 PM  
**Location:** North Shore Winter Club, Senior Lounge  
1325 Keith Road East, North Vancouver

The applicant proposes to rezone the site from commercial and single-family residential zoning to a comprehensive development zone. The proposed 349 residential units will include 7 concrete townhouses, 205 single-family detached houses, 100 townhouses and a 29-story concrete tower. The proposal is in accordance with the Official Community Plan objectives for the Lynn Creek Town Centre.



Information packages are being distributed to residents within a 100-metre radius of the site. If you would like to receive a copy or if you would like more information, contact Martin Blackner of BC Group by telephone at 604-683-8797 or visit our website at [mcloughlinblackner.com](http://mcloughlinblackner.com). Michael Haddad of the Office of North Vancouver Community Planning Department by 604-960-2490 or email [mhaddad@cityofnv.ca](mailto:mhaddad@cityofnv.ca) or bring your questions and comments to the meeting.

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

### VOLUNTEER DRIVERS NEEDED!

For more information call 604-685-6400 or visit [volunteer.ca](http://volunteer.ca) or [cityofnv.ca](http://cityofnv.ca)



### Mighty Mouse made Canadian sports history 50 years ago

It was 50 years ago this month that West Vancouver native Elaine Tanner made Canadian sports history, winning three medals at the Summer Olympic Games in Mexico City.

The 17-year-old swimmer, known as Mighty Mouse for her small stature and intense training regimen, became the first Canadian woman ever to win an Olympic swimming medal and the first Canadian ever to win three medals in a single Olympic Games. Her three medals – including silver in the 100 and 200 metre backstroke and bronze in the 4x100 metre freestyle relay – made up half of the entire medal haul for Canada at the 1968 Games, held Oct. 12-27.

Other highlights of her career include setting four career world records, winning four gold medals and three silvers at the 1966 Commonwealth Games, winning two golds and three silvers at the 1967 Pan American Games, and earning the Lou Marsh Trophy as Canada's top athlete in 1966. She was made an officer of the Order of Canada in 1969 and inducted in Canada's Sports Hall of Fame in 1971. The Elaine Tanner Award is presented annually to



Elaine Tanner shows off her Olympic medals. PHOTO BY THE CANADIAN PRESS/COX

Canada's female athlete of the year at the Canadian Sport Awards.

Tanner now lives on Vancouver Island with her husband, John Watt. She was recognized in a ceremony during the Oct. 26 Vancouver Canucks game at Rogers Arena.

Andy Bern

FRIDAY NOVEMBER 2, 2018 northshorenews nsnews.com

FOCUS | A39

# Lawson defends Canada, lies about his age

From page 38

as time observers realized the neighbourhood had a distinct lack of coal.

The folly in Hollyburn came from the two hilly nees in front of Lawson's home. Burn is a Scottish Gaelic word referring to a place by the water. Mansbridge notes.

But perhaps Lawson's most revealing decision came in 1910 when he decided to lie about his age.

With war breaking out in Europe, Lawson, 56, convinced the 156th Overseas Battalion that he was still in his 40s and served in France.

"Here was a man who had seen the first trains of the Canadian Pacific Railway pass

who had carved out of the virgin forest his garden on the slope," praised Vancouver architect James M. Matthews.

Asked about his service by Matthews, Lawson only smiled and said "I went there to become an ambassador."

But while Lawson returned to service as president of the West Vancouver branch of the Canadian Legion, his son Duncan was shot and killed by a machine gun bullet at Cambrai about four months before the armistice.

## ENTER GEORGE WASHINGTON(SORT OF)

One of the greatest headlines in the history of local media is this gem from 1926: Watch West Van Grow. What makes it great is that the article is entirely about the cultivation of large sweet peas.

That same year, the newspaper chronicled the shanties of a portman in West Vancouver and took a principled stand with a blistering editorial, entitled Removing a Menace, which called for the chopping down



More than a century after incorporation and nearly 70 years after the city's since-repealed decision to put a 25-cent tax on bicycles, North Vancouver's Lonsdale Avenue continues to bustle. PHOTO BY GUY GOODMAN

of view obstructing trees (Publisher H. Hodgson and Captain F.F. Lovegrove would walk that row back a little bit).

But the entire complexion of the North Shore changed in 1930 when the Pacific Gateway bridge wedged and wrecked the original Second Narrows bridge.

Repairing it would cost an estimated \$200,000, which would have been a problem except for one thing: "Money had taken a long vacation," Lynn Valley pioneer Walter Draycott noted.

Just a few years earlier, real estate agents had been peddling 1,000 sq ft "almost cleared lots" for \$350. "The ads carried the tagline: 'The Bridge is Coming Sure!'"

But with the bridge out of commission, those ads dried up. Draycott recalled supporting himself by pulling chains from the modals at Moodyville, gathering hazel nuts along the Seymour River and fishing for trout in Lynn

Creek.

With the two North Vancouver men in seclusion, George Washington Vance took over as the province's appointed commissioner through the Depression and much of the Second World War.

Vance, who had previously been hawking those almost cleared lots from his Lonsdale Avenue real estate office, was suddenly charged with defending the city from filth and chaos.

In 1937, Vance established a pound to keep ferocious, restless, and prohibitive "cattle" from running at large in public places, "according to an old city bylaw."

In this sense, "cattle" also referred to cats, cows, poultry and rabbits, all of which would be fed and milked (as appropriate) by the poundkeeper until the owners thereupon pay \$5 for bulls and stallions, \$2 for cows, goats, horses, donkeys, mules, cows and

1940 after a decade in the mayor's chair, his colleagues and friends staged a blame ritual.

Leyland, who once ran on the platform "Finance - Pay as you go," was arrested, according to a newspaper account. A West Vancouver police officer told Leyland he was guilty of being ethical, and of guiding West Vancouver from "a summer camp to a high-class residential suburb."

The tradition continued this week with outgoing North Van mayors Darrell Mussatto and Richard Walton.

The two have run into each other about twice a week for 13 years, according to Walton.

Aside from the mayor's relationship with the chief administrative officer and the municipality council, there's no relationship as important as the one with the other North Vancouver mayor, Walton says.

That doesn't mean it'll result in antagonism, he notes, but in terms of policy and fire, "it's a seamless community."

Preparing to leave office after 13 years at the helm, Walton reflects on his status as an immigrant from a brick town in Manchester, "who ended up doing one of the most

challenging political jobs in BC."

"North Van district is probably the most difficult community in the province. I think to be mayor of, because we have no town centre."

The district is also the usual concern of a growing municipality, but every choice is complicated by the municipality's next-door neighbour relationship with the vast expanse of forest that compelled Narvare to keep going and Vancouver to stop.

It's a place fractious. Caulfield described as "the peachy light on the sea, and the great snow-clad volcanic in the distance flashing fiery as the sun gets low."

Preserving what people love about the North Shore will always spur passionate arguments, Walton says.

"They'll always be that way. They'll always have passion at political meetings and public hearings," he says. "Sign of a healthy community."

This article could not have been written without the work of Daniel Francis, Frances Mansbridge, James Morton, Nick LaSalle, West Vancouver architect Rino Fischer, and the very patient and eventually helpful staff of the North Vancouver Museum & Archives.

## Public Information Meeting

A mixed-use development is being proposed for 1510-1530 Crown Street and 420-460 Mountain Highway. You are invited to a meeting to review the proposal and meet the applicant team.

Date: Wednesday November 7, 2018  
Time: 6:00 PM - 7:30 PM  
Location: North Shore Water Club Senior Lounge  
1305 Keith Road East, North Vancouver

The applicant proposes to rezone the site from commercial and single-family residential zoning to a comprehensive development zone, to permit 349 residential units which will include 7 concrete frame homes, two 5-storey wood frame and steel buildings and a 2.9-storey concrete tower. The proposal is in accordance with the Official Community Plan objectives for the Lynn Creek Form Centre.



Information packages are being distributed to residents within a 100 meter radius of the site. If you would like to receive a copy or if you would like more information, contact Martin Bruckner of BR Group by telephone at 604-683-8797 or via email at mbruckner@brgroup.com or Michael Barkid of District of North Vancouver Community Planning Department by 604-990-7480 or michael.barkid@city.nv.ca or bring your questions and comments to the meeting.

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



In a ritual that goes back to 1940, outgoing North Vancouver mayors Richard Walton and Darrell Mussatto were lovingly arrested. PHOTO BY MIKE WAKELFIELD

Notification Signs





**Notification Flyers**

***Notice of a Public Information Meeting in Your Neighbourhood***

*A Public Information Meeting for this project was held on July 11, 2018. To assist in allowing all those interested to view the project and share their comments, a second meeting has been scheduled. The project information remains unchanged.*

**Meeting Agenda**

Doors Open: 6:00 PM

Presentation: 6:30 – 6:45 PM

Open House Discussion: 6:45 – 7:30 PM

IBI Group is holding a Public Information Meeting to present the development proposal for a mixed use development at 1510-1530 Crown Street and 420-460 Mountain Highway.

**For further information please contact:**

Martin Bruckner      *IBI Group*  
604-683-8797      700 – 1285 West Pender St.  
mbruckner@ibigroup.com      Vancouver, B.C. V6E 4B1

Michael Hartford      *District of North Vancouver*  
604-990-2480      Development Planning  
mhartford@dnv.org      355 West Queens Road  
North Vancouver, BC,  
V7N4N5

**Meeting Time and Location**

Wednesday, November 7, 2018

6:00 – 7:30 PM

North Shore Winter Club  
Senior Lounge Room  
1325 Keith Rd East, North Vancouver

This information package is being distributed to the owners and occupants within 100 metres of the proposed development site in accordance with District of North Vancouver policy.

### The Proposal

Fairborne CMCC Lynn Creek Limited Partnership proposes to construct a mixed use development located at 1510-1530 Crown Street and 420-460 Mountain Highway. Included in the project is the purchase from the District of North Vancouver of a small portion of the property to the North at 480 Mountain Highway, as well as a portion of the Mountain Highway road allowance.

The proposal is for 349 units which will include 7 concrete townhomes, two 5-storey wood frame mid-rise buildings over a retail podium and a 29-storey concrete residential tower.

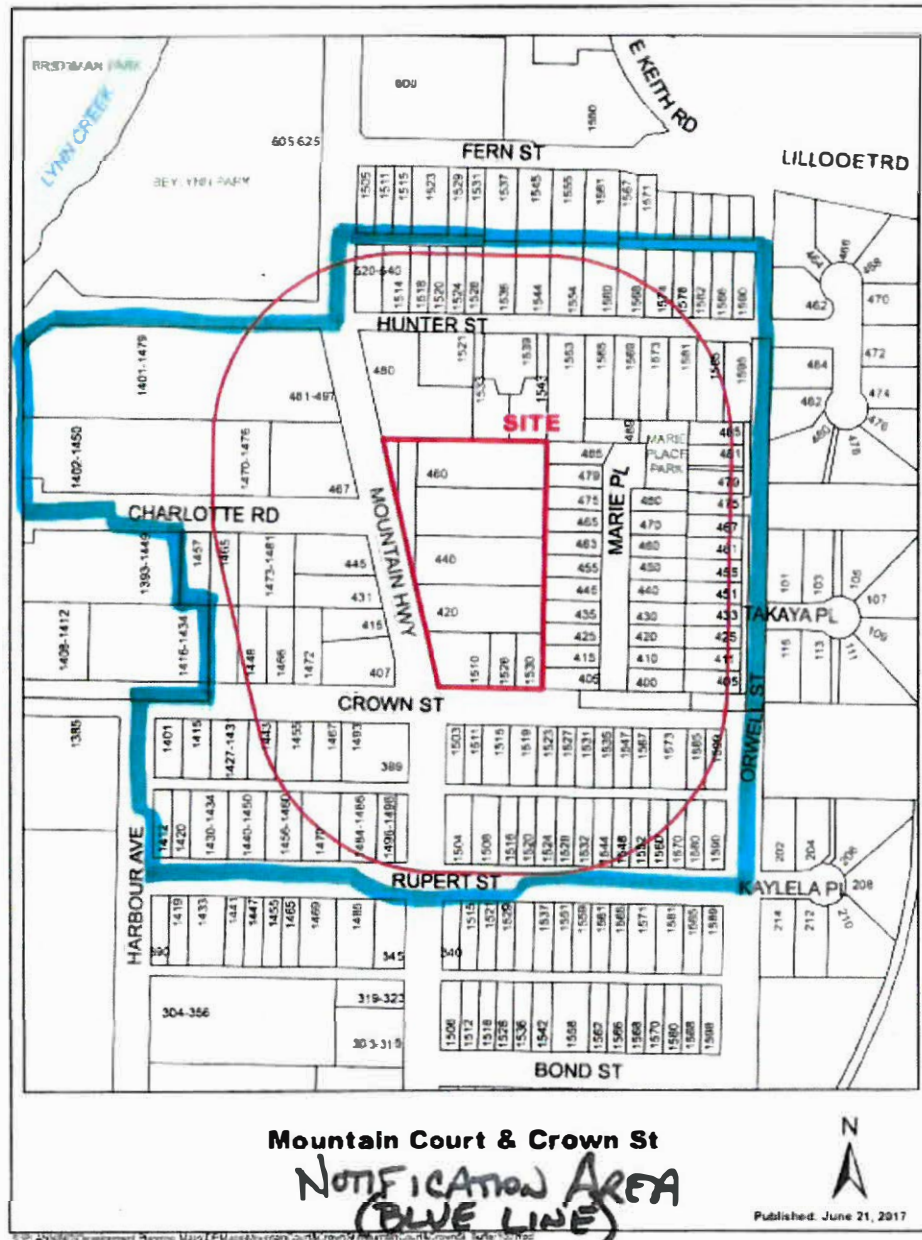
Vehicular access to the site will be from a new lane connecting Crown Street to Hunter Street. Parking will be located in the underground parking garage and at grade accessed from the lane.

Interested members of the public are invited to attend the Public Information Meeting for an early opportunity to review the proposal and offer comments.



420-460 Mountain Highway and 1510-1530 Crown Street Rezoning Application – Public Information Meeting  
Summary Report

Notification Area Map



**420-460 Mountain Highway and 1510-1530 Crown Street Rezoning Application – Public Information Meeting  
Summary Report**

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**Appendix B – Sign-In Sheet:**

**1510-1530 CROWN STREET & 420-460 MOUNTAIN HIGHWAY  
PUBLIC INFORMATION MEETING – NOVEMBER 7, 2018  
SIGN-IN SHEET**

NAME	ADDRESS	EMAIL (Optional)

The personal information collected on this form is done so pursuant to the *Community Charter* and/or the *Local Government Act* and in accordance with the *Freedom of Information and Protection of Privacy Act*. The personal information collected here may be used only for the purpose of this public consultation process unless its release is authorized by its owner or is compelled by a Court or an agent duly authorized under another Act.

Further information may be obtained by speaking with The District of North Vancouver's Manager of Administrative Services at 604-990-2207.