AGENDA

PUBLIC HEARING

Tuesday, December 7, 2021
7:00 p.m.
Council Chamber, Municipal Hall
355 West Queens Road
North Vancouver, BC

Watch at https://dnvorg.zoom.us/j/65345321120

Council Members:
Mayor Mike Little
Councillor Jordan Back
Councillor Mathew Bond
Councillor Megan Curren
Councillor Betty Forbes
Councillor Jim Hanson
Councillor Lisa Muri

www.dnv.org
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AGENDA

1510 – 1530 Crown Street and 420 – 460 Mountain Highway
Zoning Bylaw Amendments

1. OPENING BY THE MAYOR

2. INTRODUCTION OF BYLAW BY CLERK

District of North Vancouver Rezoning Bylaw 1409 (Bylaw 8505)

Purpose of Bylaw:
Bylaw 8505 proposes to amend the District’s Zoning Bylaw by rezoning the subject site from Single-Family Residential 6000 Zone (RS4), Single-Family Residential 4000 Zone (RS5) and General Commercial Zone (C7) to a new Comprehensive Development Zone 136 (CD136). The CD136 Zone addresses permitted and accessory uses and zoning provisions such as density, amenities, setbacks, height, building and site coverage, landscaping, storm water management, flood construction requirements, and parking, loading and servicing requirements.

3. PRESENTATION BY STAFF

Presentation: Darren Veres, Development Planner

4. PRESENTATION BY APPLICANT

Presentation: Vicky Chou, Vice President, Fairborne Homes

5. REPRESENTATIONS FROM THE PUBLIC

6. QUESTIONS FROM COUNCIL
7. **COUNCIL RESOLUTION**

*Recommendation:*
THAT the December 7, 2021 Public Hearing be closed;

AND THAT “District of North Vancouver Rezoning Bylaw 1409 (Bylaw 8505)” be returned to Council for further consideration.

8. **CLOSING**
The Corporation of the District of North Vancouver

Bylaw 8505

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

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 m² (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 m² (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 m² (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 m² (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 m² (5,598 sq. ft.);
   
   iii) Above grade mechanical and electrical areas up to a maximum of 650 m² (6,997 sq. ft.);
   
   iv) Rooftop mechanical and electrical areas not to exceed 195 m² (2,099 sq. ft.) in area;
   
   v) Covered loading area up to a maximum of 90 m² (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 m² (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 m² (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:

<table>
<thead>
<tr>
<th>Setback Identifier</th>
<th>Minimum Setback</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>8.3 m (27.2 ft.)</td>
</tr>
<tr>
<td>B</td>
<td>11.6 m (38 ft.)</td>
</tr>
<tr>
<td>C</td>
<td>15 m (49.2 ft.)</td>
</tr>
<tr>
<td>D</td>
<td>1.3 m (4.3 ft.)</td>
</tr>
<tr>
<td>E</td>
<td>5 m (16.4 ft.)</td>
</tr>
<tr>
<td>F</td>
<td>4.2 m (13.8 ft.)</td>
</tr>
<tr>
<td>G</td>
<td>3.5 m (11.5 ft.)</td>
</tr>
<tr>
<td>H</td>
<td>3.8 m (12.5 ft.)</td>
</tr>
</tbody>
</table>
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”

<table>
<thead>
<tr>
<th>Use</th>
<th>Minimum Parking Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential strata</td>
<td>1.2 spaces / unit</td>
</tr>
<tr>
<td>Residential market rental units where the units are secured as rental in perpetuity</td>
<td>0.7 spaces / unit</td>
</tr>
<tr>
<td>Residential affordable rental units where the units are secured as rental in perpetuity</td>
<td>0.56 spaces / unit</td>
</tr>
<tr>
<td>Residential visitor parking</td>
<td>0.06 spaces / unit</td>
</tr>
<tr>
<td>Childcare</td>
<td>8 spaces</td>
</tr>
<tr>
<td>office use, personal service use, restaurant use, and retail use</td>
<td>31 spaces</td>
</tr>
</tbody>
</table>

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”:


<table>
<thead>
<tr>
<th>Use</th>
<th>Minimum Class 1 (Long Term) – Secure Bicycle Storage</th>
<th>Minimum Class 2 (Short Term)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>1.9 spaces / unit</td>
<td>0.1 bicycle storage spaces / unit</td>
</tr>
<tr>
<td>Commercial</td>
<td>6 spaces</td>
<td>8 spaces</td>
</tr>
</tbody>
</table>

- 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 October 4th, 2021

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

Municipal Clerk
Schedule B to Bylaw 8505
Schedule C to Bylaw 8505
SKETCH PLAN
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.

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.

Rendering of the revised proposal looking southeast along Mountain Highway
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.
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.
A cross section drawing showing the general configuration of the project is shown below:

![Cross section drawing](image)

The residential units are a mix of one, two, and three-bedroom layouts ranging in size from approximately 46 m$^2$ (490 sq. ft.) to 107 m$^2$ (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:

<table>
<thead>
<tr>
<th>Residential Use</th>
<th>1 Bed</th>
<th>2 Bed</th>
<th>3 Bed</th>
<th>Total</th>
<th>Proportion of Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Market Rental</td>
<td>15</td>
<td>25</td>
<td>5</td>
<td>45</td>
<td>11%</td>
</tr>
<tr>
<td>Market Rental</td>
<td>77</td>
<td>90</td>
<td>3</td>
<td>170</td>
<td>40%</td>
</tr>
<tr>
<td>Strata</td>
<td>107</td>
<td>84</td>
<td>14</td>
<td>205</td>
<td>49%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>199</strong></td>
<td><strong>199</strong></td>
<td><strong>22</strong></td>
<td><strong>420</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>
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 m² (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 m² (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$^2$ (23,150 sq. ft.) in size. This space comprises a commercial unit intended for a grocery store of approximately 867 m$^2$ (9,337 sq. ft.), a 929 m$^2$ (10,000 sq. ft.) childcare facility, and three smaller “storefront” commercial retail units (CRUs) ranging in size from 101 m$^2$ (1,084 sq. ft.) to 134 m$^2$ (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$^2$ (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$^2$ (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.
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.
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

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
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.
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:

<table>
<thead>
<tr>
<th>Resident Parking</th>
<th>Stalls per Unit</th>
<th>Total Stalls</th>
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</thead>
<tbody>
<tr>
<td>Strata Units</td>
<td>1.2</td>
<td>252</td>
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<tr>
<td>Market Rental Units</td>
<td>0.7</td>
<td>119</td>
</tr>
<tr>
<td>Non-Market Rental Units</td>
<td>0.6</td>
<td>25</td>
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<tr>
<td>Residential Visitor</td>
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<td>29</td>
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<tr>
<td><strong>Total Residential</strong></td>
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<td><strong>425</strong></td>
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<td><strong>Non-Resident Parking</strong></td>
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<tr>
<td>Childcare</td>
<td>-</td>
<td>8</td>
</tr>
<tr>
<td>Commercial</td>
<td>-</td>
<td>31</td>
</tr>
<tr>
<td><strong>Total Commercial</strong></td>
<td></td>
<td><strong>39</strong></td>
</tr>
<tr>
<td><strong>Total Parking</strong></td>
<td></td>
<td><strong>464</strong></td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th></th>
<th>Class 1 (Long Term) – Secure Bicycle Storage</th>
<th>Class 2 (Short Term) – Bicycle Storage</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>805</td>
<td>42</td>
<td>847</td>
</tr>
<tr>
<td>Non-residential*</td>
<td>6</td>
<td>8</td>
<td>14</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>811</strong></td>
<td><strong>50</strong></td>
<td><strong>861</strong></td>
</tr>
</tbody>
</table>

*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.
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 m² (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 m² (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 1,552m² (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.
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.
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

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□ Library Board
□ NS Health
□ RCMP
□ NVRC
□ Museum & Arch.
□ Other:
THIS PAGE LEFT BLANK INTENTIONALLY
Aerial view of Mountain Highway looking southeast
Street-level view of plaza on north side of site
Rear view of development looking towards southwest
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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

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 m² (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 m² (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 m² (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 m² (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 m² (5,598 sq. ft.);

iii) Above grade mechanical and electrical areas up to a maximum of 650 m² (6,997 sq. ft.);

iv) Rooftop mechanical and electrical areas not to exceed 195 m² (2,099 sq. ft.) in area;

v) Covered loading area up to a maximum of 90 m² (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 m² (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 m² (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:

<table>
<thead>
<tr>
<th>Setback Identifier</th>
<th>Minimum Setback</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>8.3 m (27.2 ft.)</td>
</tr>
<tr>
<td>B</td>
<td>11.6 m (38 ft.)</td>
</tr>
<tr>
<td>C</td>
<td>15 m (49.2 ft.)</td>
</tr>
<tr>
<td>D</td>
<td>1.3 m (4.3 ft.)</td>
</tr>
<tr>
<td>E</td>
<td>5 m (16.4 ft.)</td>
</tr>
<tr>
<td>F</td>
<td>4.2 m (13.8 ft.)</td>
</tr>
<tr>
<td>G</td>
<td>3.5 m (11.5 ft.)</td>
</tr>
<tr>
<td>H</td>
<td>3.8 m (12.5 ft.)</td>
</tr>
</tbody>
</table>
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”

<table>
<thead>
<tr>
<th>Use</th>
<th>Minimum Parking Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential strata</td>
<td>1.2 spaces / unit</td>
</tr>
<tr>
<td>Residential market rental units where the units are secured as rental in perpetuity</td>
<td>0.7 spaces / unit</td>
</tr>
<tr>
<td>Residential affordable rental units where the units are secured as rental in perpetuity</td>
<td>0.56 spaces / unit</td>
</tr>
<tr>
<td>Residential visitor parking</td>
<td>0.06 spaces / unit</td>
</tr>
<tr>
<td>Childcare</td>
<td>8 spaces</td>
</tr>
<tr>
<td>office use, personal service use, restaurant use, and retail use</td>
<td>31 spaces</td>
</tr>
</tbody>
</table>

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”: 
Table 4

<table>
<thead>
<tr>
<th>Use</th>
<th>Minimum Class 1 (Long Term) – Secure Bicycle Storage</th>
<th>Minimum Class 2 (Short Term)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>1.9 spaces / unit</td>
<td>0.1 bicycle storage spaces / unit</td>
</tr>
<tr>
<td>Commercial</td>
<td>6 spaces</td>
<td>8 spaces</td>
</tr>
</tbody>
</table>

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

________________________________________
Municipal Clerk
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
Schedule C to Bylaw 8505
SKETCH PLAN
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The Corporation of the District of North Vancouver

Bylaw 8506

A bylaw to enter into a Housing Agreement

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

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk
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. __________;

(b) “Development Permit” means development permit No. ____ 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 ____ 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 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 Philps

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

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

_________________________ __________________________
Mayor               Municipal Clerk

Certified a true copy

_________________________
Municipal Clerk
Schedule A to Bylaw 8507, 2021
SKETCH PLAN
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 Land;

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 it 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 of the 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);
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
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 performed, 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 performed, 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:
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 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**

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SCHEDULE “B”
SKETCH PLAN OF THE RENTAL BUILDING REMAINDER PARCEL
SCHEDULE “C”
STATUTORY DECLARATION

IN THE MATTER OF A HOUSING AGREEMENT

with the District of North Vancouver

PROVINCE OF BRITISH COLUMBIA

CANADA

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 [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 __________________, 20__:
   (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 ______________**

<table>
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<tr>
<th>Name of Eligible Person</th>
<th>Age of Eligible Person</th>
<th>Other Resident(s) of Dwelling Unit</th>
<th>Apt. No.</th>
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**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
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.
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 or Michael Hartford of District of North Vancouver Community Planning Department by 604-990-2480 or 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

CARVING TIME
Campbell River’s Carver Darren Velton built the Welcome Figure from a Squaxin Nation artist and unveiled last week at Rideau Elementary. At 665 students and more than 50 parcels and slabs under the guidance of Velton, dressed carved and told the new piece, motored materials.

Comic form shows diversity of learning

A comic form shows the diversity of learning. The comic form is titled "I think it's really cool," and the comic shows different students who are learning together in different ways. The comic is created by the students and teachers at Rideau Elementary. The comic is a tool for students to express their learning experiences and preferences.

Public Information Meeting

A public information meeting is being held for the rezoning applications for 420-460 Mountain Highway and 1510-1530 Crown Street. The meeting is open to the public and will be held on Wednesday, July 1st, 2018, from 6:00 PM to 7:30 PM at the North Shore Yacht Club, Senior Lounge, 1725 Kins Road East, North Vancouver. The meeting is to provide information on the rezoning applications and to receive public input. The meeting is open to the public and will be held in English.

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$40,690

$40,690 or $295 Bi-Weekly

2018 CHEVROLET VOLT

Full Electric Drive Motor, 90 Km Electric Range, 1.5L Range Extended, Heated Front Seats, Touchscreen Radio, Air Conditioning

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$37,075

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604.281.3691
1410 California Ave

NORTH VANCOUVER
604.988.9900
620-1141 West Pkwy

NEXGEN HEARING
nexgenhearing.com

Your Hearing Loss affects the ones you love.

Many workers plan their retirement by subscription, but if you have a hearing loss you sail as though these words have been without you. Your hearing will probably stop the olden by the latest. 8 PM ET. If unattended hearing loss, you will be hearing how much of it. Hearing will those hears hearing can do the word and move hearing properly.

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NEXGEN HEARING
nexgenhearing.com

Public Information Meeting
An amendment to a development plan (Map 23 Lot 34 Lots 1-34, 52) on 2100-180 Mountain Highway, has been received by municipal staff. The applicant team
Date: Wednesday July 12, 2017
Time: 6:30 PM - 8:30 PM
Location: North Shore Marine Centre, Bonita Room

The applicant is seeking feedback on the site from commercial and light residential zoning to a comprehensive development plan. A public hearing is scheduled for the site. Please attend the public hearing to provide feedback.

1650 MARINE DR. WEST
WEST VANCOUVER

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Notification Sign

Developer's
Public Information Meeting

Proposal:
Mixed-use development with 349 residential units and 3,070 m² of commercial space

Wednesday, July 11, 2018
6:00 PM to 7:30 PM
North Shore Winter Club
Senior Lounge
1325 Keith Road East

IBI Group
604-883-8797

This meeting has been required by the District of North Vancouver as part of the regulatory process.
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
  IBI Group
  604-483-1797
  mbbruckner@ibigroup.com
  Vancouver, BC V6E 4B1
- Michael Hartford
  District of North Vancouver
  604-990-2387
  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**

Farboone 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 3-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.
PROCESS FOR APPLICATIONS REQUIRING REZONING
THE DISTRICT OF NORTH VANCOUVER

1. Proponent submits Preliminary Application which includes opportunity for feedback from the community

2. Proponent submits Detailed Rezoning Application

3. Planning co-ordinates review by staff and advisory bodies

4. Information Report to Council
   Planning informs Council on the applicant's intention to hold a Public Information Meeting in the neighbourhood

5. Public Information Meeting
   Meeting is organized and held by the applicant in the neighbourhood

6. Detailed Staff Report
   Detailed report to Council on the project including a summary on the outcome of the Public Information Meeting. Report recommends Council introduce rezoning bylaw and set a Public Hearing date or reject the application.

   Council requests Revisions
   Rejection

7. Public Hearing Held

8. Bylaw Returned to Council
   Council may request clarification on issues raised at the Public Hearing, defeat the Bylaw, or give 2nd and 3rd reading

9. Council adopts Bylaw or defeats Bylaw

Typical Timeframe: 3 - 6 months

6 months - 1 year

Typical Range: 15-20 months*

*Time requirements can vary due to the specifics of individual projects.
# Appendix B – Sign-In Sheets:

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

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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.
## SIGN-IN SHEET

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Further information may be obtained by contacting the District of North Vancouver's Manager of Administrative Services at 504 990-2077.
Michael Hartford

From: [redacted]
Sent: July 15, 2018 3:50 PM
To: Mayor and Council - DNV, Michael Hartford, Michael Hartford; council@cnv.org; 
                
Cc: 

Subject: Fairborne / IBI Architects et al

Madams and Sirs,

I recently attended a presentation regarding Fairborne / 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
Dundarave 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 slavering 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, Fairborne / 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 profitiers 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,
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,
COMMENT SHEET
DISTRICT OF NORTH VANCOUVER

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:

Alv Michael Hartford, Community Planner

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. The disclosure or use of personal information 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: 3529172
Dear Sirs,

Hi! How are you? How are things? Fine and 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 develop clients.

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 townhomes and gardens, could be saved and upgraded for the above purpose that.

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
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 sourcing 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.
- Sourcing 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 tell you a bit about myself and I love it and intend to fix it up and hopefully one day own it.
I would be able to do much of the construction and renovations myself as I have experience in such trades. I also have a who could also contribute. I am an active and contributing member of society and keep busy working at problem solving 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/credit 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
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.
Appendix A: Notification
Newspaper Advertisement: North Shore News

**PUBLIC INFORMATION MEETING**

**Capilano Substation in Murdo Fraser Park**

To ensure reliable electricity to 12,000 homes and businesses, we're upgrading our Capilano Substation located at Murdo Fraser Park. To maintain service, we'll be implementing some changes and need your understanding.

Where: Delbrook Community Recreation Centre, Room M107
North Vancouver, BC

When: Wednesday, November 7, 2018
Time: 7 pm to 9 pm

For more information, please contact us at projects@bchydro.com

Learn more at bchydro.com/news

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

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

Tanner, born in 1937, represented Canada in the 1960 Games at the age of 23, winning a gold medal in the 100 and 200 metre backstroke and bronze in the 4x100 metre relay.

Information for this article is from the official Olympic website and various news sources.
Lawson defends Canada, lies about his age

Lawson defends Canada, lies about his age

More than a century after incorporation and nearly 70 years after the city's since rezoned decision to a 20-split zoned area, North Vancouver's Lansdowne Avenue continues to be a thumb. 

The public information meeting on Thursday, November 15, 2018, at the North Vancouver Memorial Centre, was a significant event for the community. Since the rezoning application was made, there has been much discussion and debate about the potential changes to Lansdowne Avenue. 

The meeting was held to provide an opportunity for residents to learn more about the proposals and to offer their comments. The meeting was well-attended, with many people eager to share their opinions. 

The meeting was moderated by a panel of experts, including representatives from the North Vancouver Community Planning Department and the City's Planning and Development Division. 

Several speakers addressed the audience, including representatives from the Department of Community Planning and Development, who presented the rezoning application in detail. 

The meeting was a platform for residents to voice their concerns and to contribute to the decision-making process. The panelists took questions and feedback from the audience, and the meeting concluded with a summary of the next steps in the process. 

The public was encouraged to continue to participate in the decision-making process by submitting written comments to the City's Planning and Development Division.
Notification Signs
Proposal:
Mixed-use development with 349 residential units and 3,070 m² of commercial space

Wednesday November 7, 2018
6:00 PM to 7:30 PM
North Shore Winter Club
Senior Lounge
1325 Keith Road East

This meeting has been required by the District of North Vancouver as part of the regulatory process.
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**
604-683-8797
mbruckner@ibigroup.com

**Michael Hartford**
604-990-2480
mhartford@dvn.org

**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.
Notification Area Map
### Appendix B - Sign-In Sheet:

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

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>EMAIL (Optional)</th>
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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 will be used solely for the purpose of this public consultation process only. It will not be disclosed to any other party or used for any other purpose. Further information may be obtained by speaking with the City of North Vancouver's Manager of Administrative Services at 604-953-2200.
Public Hearings

When: Tuesday, December 7, 2021 at 7pm (rescheduled from November 9, 2021)

Where: 355 West Queens Road, North Vancouver, BC

How: The Public Hearing will be held in a hybrid format with a combination of in-person and electronic participation by some or all members of council, staff and the public. The public are invited to attend at the Council Chamber where they will be able to see and hear the entire proceedings. Due to a public health order, face masks are required to be worn by all persons attending the meeting and attendance will be limited to a total of 65 persons in the Council Chamber. Registered in-person speakers will have a reserved seat while observers beyond the maximum capacity will be directed to observe the meeting online. Those wishing to view or to participate in the meeting electronically may do so at https://dnv.org.zoom.us/j/65345321120 or by phone by dialing 1-778-907-2071 and entering Meeting ID: 653 4532 1120

Two public hearings will occur consecutively in the order noted below.

405 – 485 Marie Pl

What? A Public Hearing for Bylaw 8496, proposed amendments to the Zoning Bylaw, to permit the creation of a 140-unit residential development and the expansion of a neighbourhood park on the site shown on the attached location map which includes 405 - 485 Marie Place and a portion of Marie Place road.

What changes? Bylaw 8496 proposes to amend the District’s Zoning Bylaw by rezoning the subject site from Single-Family Residential 4000 Zone (RS5) to a new Comprehensive Development Zone 135 (CD135) and Neighbourhood Park (NP). The CD135 Zone addresses permitted and accessory uses and zoning provisions such as density, amenities, setbacks, height, building and site coverage, landscaping, storm water management, and parking and servicing requirements.

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

1510–1530 Crown St & 420–460 Mountain Hwy

What? A Public Hearing for Bylaw 8505, proposed amendments to the Zoning Bylaw, to permit the creation of a mixed-use development with a total of 420 units, including 205 strata units, 170 market rental units, 45 non-market rental units, and ground-floor commercial space on the site shown on the attached location map which includes 1510 - 1530 Crown Street, 420 - 460 Mountain Highway, a portion of 480 Mountain Highway and a portion of road allowance.

What changes? Bylaw 8505 proposes to amend the District’s Zoning Bylaw by rezoning the subject site from Single-Family Residential 6000 Zone (RS4), Single-Family Residential 4000 Zone (RS5) and General Commercial Zone (C7) to a new Comprehensive Development Zone 136 (CD136). The CD136 Zone addresses permitted and accessory uses and zoning provisions such as density, amenities, setbacks, height, building and site coverage, landscaping, storm water management, flood construction requirements, and parking, loading and servicing requirements.

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

When and How can I provide input?
We welcome your input on December 7, 2021 at 7pm. You may sign up in advance to speak at the hearing by contacting the Municipal Clerk at signup@dnv.org prior to 3pm, Tuesday, December 7, 2021. You may also provide a written submission at any time prior to the close of the public hearing by sending it to the Municipal Clerk at input@dnv.org or by mail to Municipal Clerk, District of North Vancouver, 355 West Queens Road, North Vancouver, BC, V7N 4N5. After the speakers list has been exhausted, there will be an opportunity for additional speakers who had not signed up in advance to make submissions. Please note that Council may not receive further submissions from the public concerning these applications after the conclusion of the public hearings.

Need more info?
Relevant background material and copies of the bylaws are available for review online at DNV.org/public-hearing.

Questions?
Darren Veres, Development Planner
veres@dnv.org or 604-990-2487
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