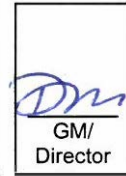
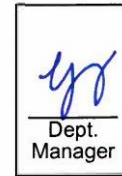


AGENDA INFORMATION	
<input checked="checked" type="checkbox"/> Regular Meeting	Date: _____
<input type="checkbox"/> Other:	Date: _____



The District of North Vancouver REPORT TO COUNCIL

June 9, 2022
File: 08.3060.20/037.18

AUTHOR: Kevin Zhang, Development Planner

SUBJECT: Bylaws 8573, 8574, 8575, 8576 and 8577: Rezoning and Housing Agreements for a Mixed-Use Development at 2050 – 2070 Marine Drive and an Unaddressed Lot

RECOMMENDATION:

THAT "District of North Vancouver Rezoning Bylaw 1418 (Bylaw 8573)" is given SECOND and THIRD Readings;

AND THAT "Housing Agreement Bylaw 8574, 2022 (2050 Marine Drive – Market Rental Housing)" is given SECOND and THIRD Readings;

AND THAT "Housing Agreement Bylaw 8575, 2022 (2050 Marine Drive – Non-Market Rental Housing)" is given SECOND and THIRD Readings;

AND THAT "Housing Agreement Bylaw 8576, 2022 (2050 Marine Drive – No Rental Restrictions – North Site)" is given SECOND and THIRD Readings;

AND THAT "Housing Agreement Bylaw 8577, 2022 (2050 Marine Drive – No Rental Restrictions – South Site)" is given SECOND and THIRD Readings.

BACKGROUND:

Bylaws 8573, 8574, 8575, 8576 and 8577 received First Readings on May 9, 2022. A Public Hearing for Bylaw 8573 was held and closed on June 7, 2022.

SUBJECT: Bylaws 8573, 8574, 8575, 8576 and 8577: Rezoning and Housing Agreements for a Mixed-Use Development at 2050 – 2070 Marine Drive and an Unaddressed Lot

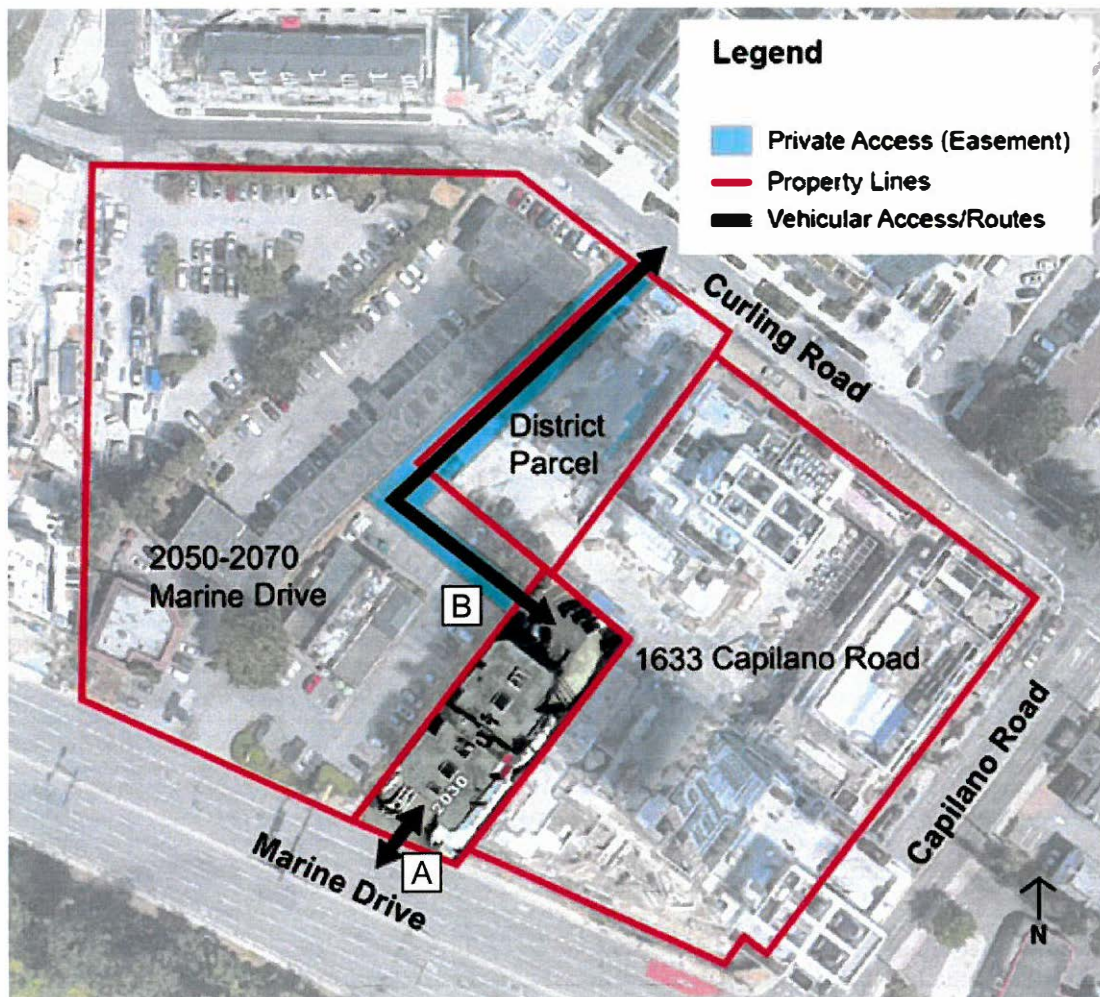
June 9, 2022

Page 2

ANALYSIS:

A question was asked at the public hearing regarding the existing and proposed vehicular access points for 2030 Marine Drive. This report provides clarification on the images shown at the public hearing on this topic.

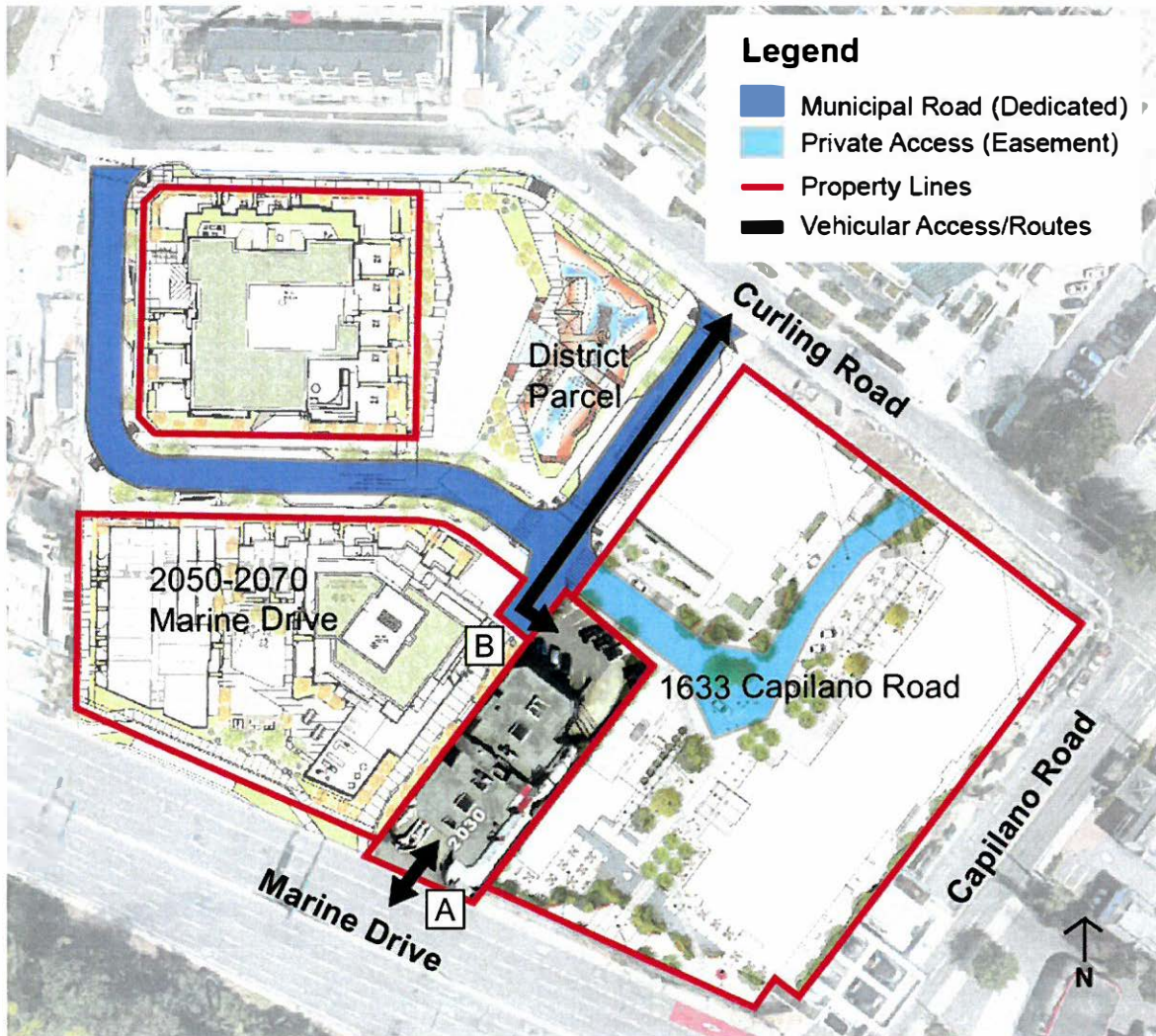
(Figure 1) Existing Vehicular Accesses for 2030 Marine Drive



Currently, 2030 Marine Drive has two vehicle access points (A and B on Figure 1 above):

- A. The southern access point is connected to Marine Drive.
- B. The northern access point is connected to Curling Road via private easements over multiple properties (light blue area in image above). The distance between the northern access point and Curling Road is approximately 100 m (328 ft).

(Figure 2) Proposed Vehicular Accesses for 2030 Marine Drive



Should the proposed redevelopment at 2050-2070 Marine Drive proceed, 2030 Marine Drive will continue to have two vehicle access points, both of which leave 2030 Marine Drive in the same locations on the lot as the current condition (A and B on Figure 2 above):

- A. The southern access point remains connected to Marine Drive (unchanged). The subject rezoning application, located at 2050-2070 Marine Drive, has no impact on 2030 Marine Drive's access to Marine Drive.
- B. The northern access point will be connected to Curling Road at a new location via a dedicated municipal road (instead of through private easements in its current condition) as shown in the image above. The distance between the northern access point and Curling Road will be reduced to approximately 80 m (262 ft). This dedicated municipal road will be constructed with two way vehicular travel lanes.

The bylaws are now ready to be considered for Second and Third Readings by Council.

SUBJECT: Bylaws 8573, 8574, 8575, 8576 and 8577: Rezoning and Housing Agreements for a Mixed-Use Development at 2050 – 2070 Marine Drive and an Unaddressed Lot

June 9, 2022

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OPTIONS:

1. Give the bylaws Second and Third Readings;
2. Give no further Readings to the bylaws and abandon the bylaws at First Reading; or,
3. Debate possible amendments to the bylaws at Second Reading and return Bylaw 8573 to a new Public Hearing if required.

Respectfully submitted,



Kevin Zhang
Development Planner



Attachments:

1. Bylaw 8573
2. Bylaw 8574
3. Bylaw 8575
4. Bylaw 8576
5. Bylaw 8577
6. Public Hearing report dated June 7, 2022
7. Staff report dated April 28, 2022

SUBJECT: Bylaws 8573, 8574, 8575, 8576 and 8577: Rezoning and Housing Agreements for a Mixed-Use Development at 2050 – 2070 Marine Drive and an Unaddressed Lot

June 9, 2022

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

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The Corporation of the District of North Vancouver**Bylaw 8573**

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 1419 (Bylaw 8573)".

Amendments

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

- (a) Part 2A, Definitions is amended by adding CD142 to the list of zones that Part 2A applies to.

- (b) Section 301 (2) by inserting the following zoning designation:

"4B 142 Comprehensive Development Zone 142 CD142"

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

"4B 142 Comprehensive Development Zone 142 CD142

The CD142 zone is applied to:

1. LOT 1 OF LOT 1 BLOCK 15 DISTRICT LOT 764 PLAN 14885
(PID: 004-811-054)
2. LOT 2 BLOCK 15 DISTRICT LOT 764 PLAN 10846
(PID: 009-283-862);
3. LOT 3 BLOCK 15 DISTRICT LOT 764 PLAN 10846
(PID: 005-260-817); and
4. LOT 1 BLOCK 15 DISTRICT LOT 764 PLAN 10846
(PID: 005-260-809).

4B 142 - 1 Intent

The purpose of the CD142 Zone is to establish specific land use and development regulations to permit a commercial and residential mixed-use project.

4B 142 - 2 Interpretation

The following additional interpretations shall apply in the CD142 Zone:

Multi-family flex unit means an owner-occupied dwelling unit that has a gross floor area of not less than 74 m² (796.5 sq. ft.) and contains a defined area (the "lock-off room") for potential separate accommodation, where the lock-off room:

- a) is not less than 24 m² (258.3 sq. ft.) and not more than 37 m² (398 sq. ft.);
- b) is not a separate strata lot;
- c) includes living space which contains a compact kitchen, at least one closet, and a bathroom with a toilet, sink, and bathtub or shower; and
- d) has a separate lockable entrance door providing independent and direct access to the exterior of the dwelling unit or public corridor.

The owner of the multi-family flex unit must be a resident in the multi-family flex unit.

4B 142 - 3 Permitted Uses

The following *principal* uses shall be permitted in the CD142 Zone:

a) Uses Permitted Without Conditions:

- i) Not applicable.

b) Conditional Uses:

The following *principal* uses are permitted when the conditions outlined in Section 4B 142 - 4 Conditions of Use, are met:

- i) residential use;
- ii) multi-family flex unit; and
- iii) restaurant use.

4B 142 - 4 Use Regulations and 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) Parking and loading areas;

- b) *Outdoor customer services areas*;
 - c) The display of goods for the benefit of and accessory to restaurant use; and
 - d) Outdoor private amenity areas for the benefit of and accessory to residential uses (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 residential unit has access to private or semi-private outdoor space.
 - ii) Balcony enclosures are not permitted.
 - iii) A minimum of 53 m² (574 sq. ft.) of the total permissible gross floor area in the South Parcel as shown on the map attached labelled "Schedule B" (the "South Parcel") must be used for restaurant use.
- c) **Multi-family flex unit:** In no case shall more than 25% of the dwelling units in a multi-family building be multi-family flex units.
- d) **Restaurant use:** A minimum of 53 m² (574 sq. ft.) of the total permissible gross floor area in the South Parcel must be used for restaurant use.

4B 142 - 5 Accessory Use

- a) *Home occupations* in *residential* dwelling units are permitted.

4B 142 - 6 Density

- a) The maximum permitted density within the CD142 zone, for both the South Parcel and the North Parcel as shown on the map attached labelled "Schedule B" (the "South Parcel" and the "North Parcel" respectively) combined, is 706 m² (7600 sq. ft.) of commercial gross floor area and 5732 m² (61,695 sq. ft.) of residential gross floor area if the residential floor space is located above the ground floor, and a maximum of 65 residential units.
- b) Despite Section 4B 142 – 6 (a) the maximum *gross floor area* for the South Parcel shall be 21,533 m² (231,778 sq. ft.) and the maximum number of dwelling units for the South Parcel shall be 276 dwelling units (but for greater certainty not including permitted lock-off rooms) if the following condition is met:
 - i. \$2,448,000 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).

- i. The provision or enhancement of public facilities;
- ii. Improvements to public parks, plazas, trails and greenways;
- iii. Playgrounds;
- iv. Public art and other beautification projects; and
- v. Affordable or special needs housing.

c) Despite Section 4B 142 – 6 (a) the maximum *gross floor area* for the North Parcel shall be 7,342 m² (79,031 sq. ft.) and the maximum number of dwelling units for the North Parcel shall be 54 dwelling units (but for greater certainty not including permitted lock-off rooms) if the following condition is met:

- i. \$952,000 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).
 - i. The provision or enhancement of public facilities;
 - ii. Improvements to public parks, plazas, trails and greenways;
 - iii. Playgrounds;
 - iv. Public art and other beautification projects; and
 - v. Affordable or special needs housing.

d) 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. Unenclosed balcony areas; and
- iii. Indoor amenity spaces in accordance with “Table 1” and the map attached labelled “Schedule B”.

Table 1	
Parcel	Maximum Exempted Amenity Floor Area
South Parcel	529.8 m ² (5,703 sq. ft.)

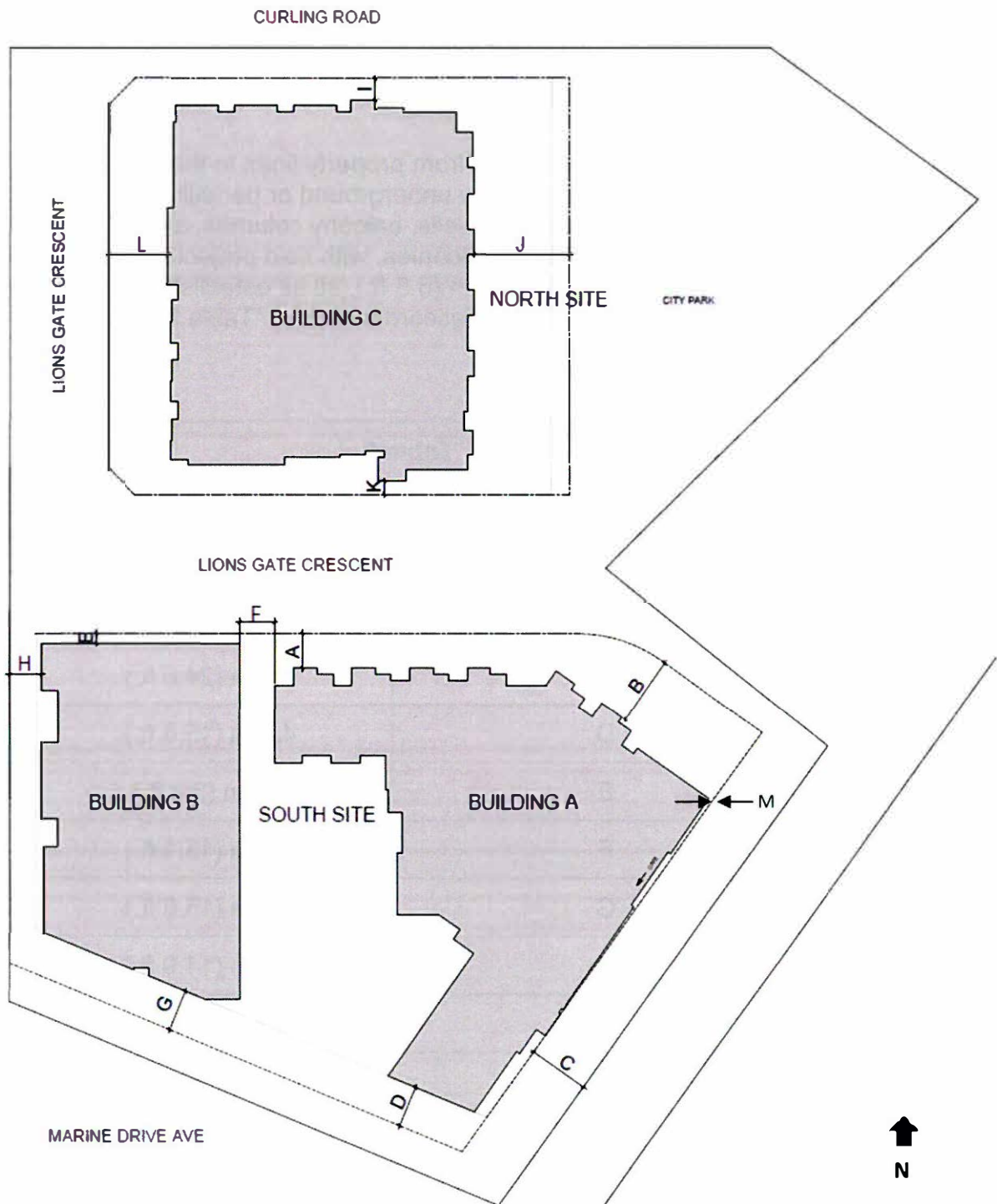
North Parcel	164.3 m ² (1769 sq. ft.)
Total	694.1 m² (7472 sq. ft.)

4B142 - 7 Setbacks

- (1) Buildings shall be set back from property lines to the closest building face, excluding any underground or partially-exposed parking structure, window wells, balcony columns, alcove projections or projecting balconies, with said projecting balconies not to exceed a depth of 2 m (6.5 ft.), all as established by development permit and in accordance with "Table 2" and "Figure 1".

Table 2	
Setback Identifier	Minimum Setback
A	3.9 m (12.9 ft.)
B	7.9 m (26.0 ft.)
C	7.5 m (24.6 ft.)
D	4.8 m (15.6 ft.)
E	1.1 m (3.6 ft.)
F	4.0 m (13.1 ft.)
G	4.8 m (15.6 ft.)
H	3.6 m (11.9 ft.)
I	2.5 m (8.0 ft.)
J	11.0 m (36.1 ft.)
K	1.5 m (4.9 ft.)
L	6.8 m (22.4 ft.)
M	0 m (0 ft.)

Figure 1



4B142 - 8 Height

- a) The maximum permitted height for any building in the CD142 Zone, shall be regulated by geodetic elevation as follows, with specific building height provisions based on “Table 3” and the map attached labelled “Schedule B”.

Table 3		
Building	Maximum Height (geodetic elevation)	Maximum Storeys
Building A	98.2 m (322.1 ft)	27
Building B	27.4 m (90.0 ft)	4
Building C	44.5 m (146.1 ft)	9

- b) In addition to Part 4 General Regulations, Section 407 Height Exceptions, the following height exceptions shall apply in the CD142 zone: Elevator penthouses, rooftop access stairwells and vestibules, architectural appurtenances, roof deck guard rails, heating, cooling, ventilation and other mechanical equipment required for building operations are permitted above the maximum height limit, provided they are completely screened and integrated into the building's design and do not extend more than 4.5 m (14.8 ft.) above the highest point of the roof surface.

4B 142 – 9 Coverage

- a) Building Coverage: The maximum building coverage shall be regulated as per “Table 4” and the map attached labelled “Schedule B”.

Table 4	
Parcel	Maximum Building Coverage
South Parcel	65%
North Parcel	65%

- b) Site Coverage: The maximum site coverage shall be regulated as per “Table 7” and the map attached labelled “Schedule B”.

Table 5	
Parcel	Maximum Site Coverage
South Parcel	75%
North Parcel	75%

4B 142 – 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 fence, or landscaping or a combination thereof, all 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 142 – 11 Parking, Loading and Servicing Regulations

Parking and loading shall be in provided in accordance with Part 10 of this Bylaw with the following exceptions:

- a) For a residential building, multiple-family apartment or townhouse, parking shall be provided on the basis of “Table 6” below and the map attached labelled “Schedule B”.

Table 6	
Parcel	Minimum Parking Requirement
South Parcel	Residential 0.84 spaces/unit + 0.1 spaces/unit for designated residential visitor parking, inclusive of 0.04 spaces/unit for use by persons with disabilities

	Shared Commercial and Residential Visitor Parking: 1 space
North Parcel	Residential: 1.14 spaces/unit + 0.1 spaces/unit for designated residential visitor parking, inclusive of 0.07 spaces/unit for use by persons with disabilities

- b) The provision of small car parking spaces shall not exceed 35% of the required parking spaces when calculated separately for the South Parcel and the North Parcel.
- c) Bicycle storage shall be provided on the basis of Table 7 below, calculated separately for the South Parcel and the North Parcel.

Table 7		
	Class 1 (Long Term) – Secured Individual Bicycle Storage Spaces	Class 2 (Short Term)
Residential	A minimum of 1.5 spaces for studio or one-bedroom unit and a minimum of 2 spaces for two-bedroom unit or larger.	6 spaces per every 60 units or portion thereof.
Commercial	A minimum of 1 space for each 250 m ² (2,691 sq. ft.) of gross floor area.	A minimum of 3 spaces for each 500 m ² (5,382 sq. ft.) of gross floor area or portion thereof.

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- (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 Tourist Commercial Zone 4 (C4) and Marine Drive Commercial Zone (C9) to Comprehensive Development Zone CD142 and Neighbourhood Park (NP).
- (e) The Siting Area Map section is amended by deleting Plan Section C/1 and replacing it with the revised Plan Section C/1 attached in Schedule C.

READ a first time May 9th, 2022

PUBLIC HEARING held June 7th, 2022

READ a second time

READ a third time

Certified a true copy of "Bylaw 8573" as at Third Reading

Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure on

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8573



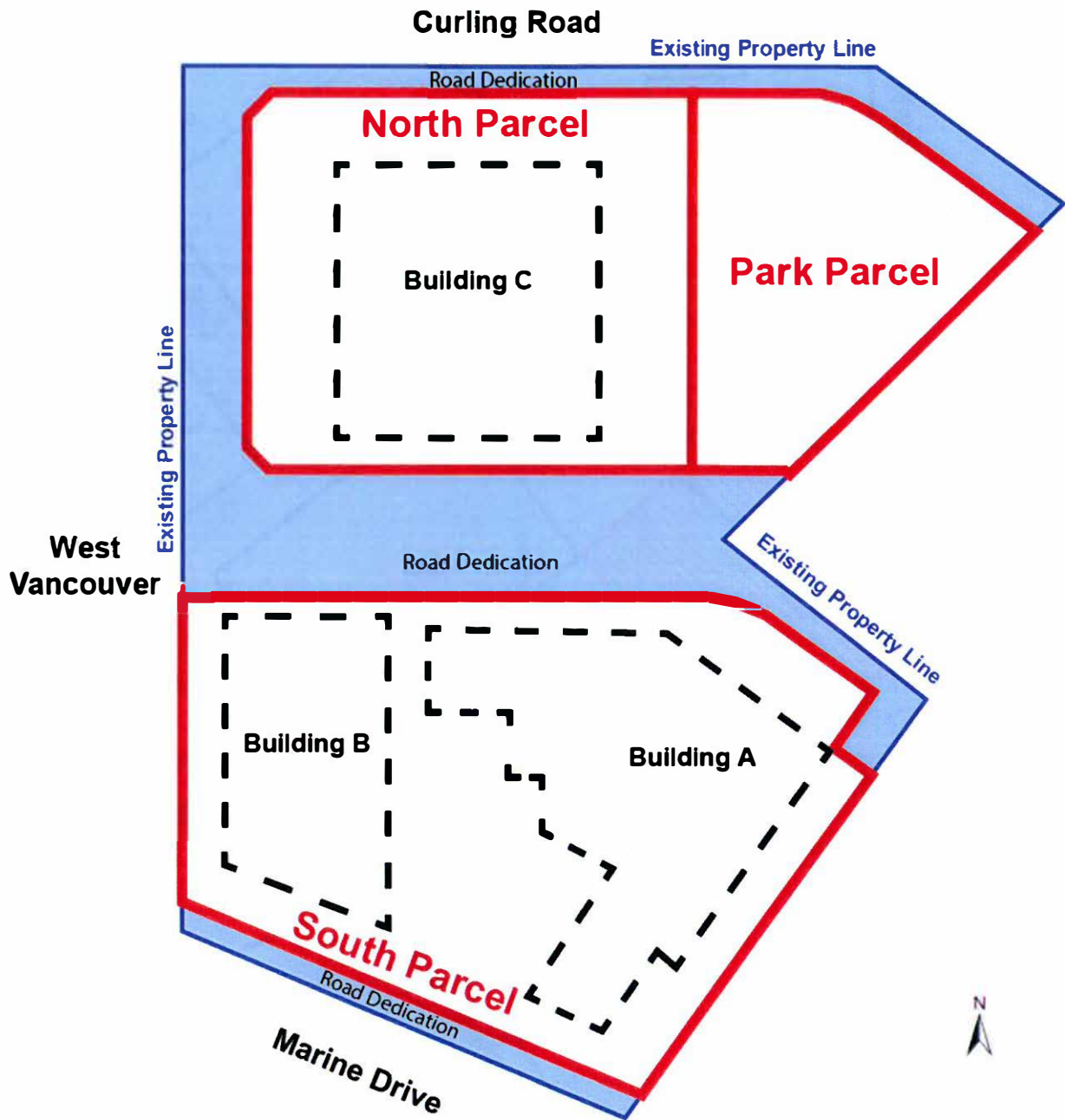
TOURIST COMMERCIAL ZONE (C4) AND MARINE DRIVE COMMERCIAL ZONE (C9) TO COMPREHENSIVE DEVELOPMENT ZONE (CD142)



TOURIST COMMERCIAL ZONE (C4) AND MARINE DRIVE COMMERCIAL ZONE (C9) TO NEIGHBOURHOOD PARK ZONE (NP)



Schedule B to Bylaw 8573



PLAN	SECTION	PAGE	C / I
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The Corporation of the District of North Vancouver

Bylaw 8574

A bylaw to enter into a Housing Agreement (2050 Marine Drive)

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

Citation

1. This bylaw may be cited as "Housing Agreement Bylaw 8574, 2022 (2050 Marine Drive – Market Rental Housing)".

Authorization to Enter into Agreement

2. The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Marvel Developments (Lions Gate Village) Ltd. substantially in the form attached to this Bylaw as Schedule "A" with respect to the portion of the following lands outlined in bold and labelled as "South Parcel" on the sketch plan attached hereto as Schedule "B":
 - a) PID 004-811-054, Lot 1 of Lot 1 Block 15 District Lot 764 Plan 14885;
 - b) PID 009-283-862, Lot 2 Block 15 District Lot 764 Plan 10846;
 - c) PID 005-260-817, Lot 3 Block 15 District Lot 764 Plan 10846; and
 - d) PID 005-260-809, Lot 1 Block 15 District Lot 764 Plan 10846.

Execution of Documents

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

READ a first time May 9th, 2022

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8574

**SECTION 219 COVENANT and RENT CHARGE
HOUSING AGREEMENT**

THIS AGREEMENT dated for reference _____, 202__

BETWEEN:

**MARVEL DEVELOPMENTS (LIONS GATE VILLAGE)
LTD.** (Incorporation No. BC0984524) a corporation incorporated
under the laws of the Province of British Columbia with an office at

("Marvel")

AND:

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

(the "District")

WHEREAS:

- A. Marvel 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");
- B. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the District in respect of the use of land, construction on land or the subdivisions of land;
- C. Section 483 of the *Local Government Act* permits the District to enter into a housing agreement with an owner of land, which agreement may include terms and conditions regarding the occupancy, tenure and availability of dwelling units located on the Lands; and
- D. The elected council of the District has adopted Housing Agreement Bylaw 8574, 2022 authorizing the District to enter into this Agreement; and
- E. Marvel 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 483 of the *Local Government Act*.

NOW THEREFORE in consideration of the sum of \$10.00 now paid by the District to Marvel 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) “*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);
- (b) “*Development Covenant*” means the section 219 covenant registered in favour of the District against title to the Lands under No. _____;
- (c) “*Director*” means the District’s General Manager of Planning, Permits and Properties and his or her designate;
- (d) “*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;
- (e) “*Lands*” has the meaning given to it in Recital A hereto prior to completion of the registration at the LTO of the partial discharge(s) pursuant to section 5 herein, and after completion of the registration at the LTO of said discharge(s) means the Rental Units Remainder Parcel;
- (f) “*LTO*” means the Lower Mainland Land Title Office and any successor of that office.
- (g) “*Master Development Plan*” has the meaning given to it in the Development Covenant;
- (h) “*Mixed Use Building A*” means the 27 storey apartment building containing, inter alia, the Rental Dwelling Units constructed or to be constructed on the Lands generally as shown on the Master Development Plan;
- (i) “*Owner*” means Marvel 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;
- (j) “*Rental Dwelling Units*” means at least 77 Dwelling Units in Mixed Use Building A comprising 7 studio Dwelling Units, 35 one-bedroom Dwelling Units, and 35 two-bedroom Dwelling Units, each in the locations and satisfying the criteria and requirements set out in the Development Covenant; and

- (k) “*Rental Units Remainder Parcel*” means the remainder parcel created by the air space subdivision of the Lands containing the Rental Dwelling Units generally as shown on the sketch plan attached hereto as Schedule “A”;
 - (l) “*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. **Mixed Use Building A** – Mixed Use Building A must contain the Rental Dwelling Units.
 3. **Use of Rental Dwelling Units** – The Rental Dwelling Units may not 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 one year in duration (including all periods in respect of which any rights or renewal, contingent or otherwise have been granted).
 4. **Arm’s Length** - For the purpose of this Agreement, “arm’s length” means:
 - (a) not in any other contractual relationship with the Owner or any director, officer or other senior employee of the Owner;
 - (b) unrelated by blood, marriage or personal relationship to any director, officer or other senior employee of the Owner; and
 - (c) not employed by any corporate entity that is an affiliate of the Owner, 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 his or her sole discretion, relax the restrictions contained in this section 4 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 section 4 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
 5. **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 (including a discharge of the section 219 covenant and rent charge and notice of housing agreement referred to in section 11) from all of the Lands other than the Rental Units Remainder Parcel, provided that:
 - (a) the air space subdivision creating the Rental Units 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 all provisions of the Development Covenant that relate to the Rental Dwelling Units, Mixed Use Building A, or the Rental Units Remainder Parcel, and has obtained occupancy permits for Mixed Use Building A and all Dwelling Units located therein (including the Rental Dwelling Units); and
 - (c) this Section 219 Covenant and Rent Charge – Housing Agreement remains registered at the LTO against title to the Rental Units Remainder Parcel in favour of the District in priority to all financial charges.
- 6. **No Subdivision** – The Rental Units Remainder Parcel, once created, and any improvements from time to time thereon may not be subdivided by any means whatsoever, including, without limitation, by subdivision plan, strata plan, fractional interest, lease or otherwise.
- 7. **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 each of the Rental Dwelling Units; and
 - (b) deliver to the District, on request of the District, copies of all current tenancy agreements in respect of the Rental Dwelling Units.
- 8. **Statutory Declaration** – Within three days after receiving notice from the District, the Owner must deliver to the District a statutory declaration, substantially in the form attached as Schedule “B”, 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.
- 9. **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 Lands are 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 9(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 9(a) is due and payable to the District in accordance with subsection 9(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.
10. **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 Lands in accordance with this Agreement.
11. **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 Lands; 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 Lands in perpetuity.
9. **Compliance with Laws** – The Owner will at times ensure that the Lands are 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.
10. **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 Lands 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.

11. **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.
12. **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 “Lands” or to any other parcel of land is a reference also to any parcel into which it is subdivided or consolidated by any means (including the removal of interior parcel boundaries) and to each parcel created by any such subdivision or consolidations;
 - (f) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
 - (g) reference to any enactment includes any regulations, orders, permits or directives made or issued under the authority of that enactment;
 - (h) unless otherwise expressly provided, referenced to any enactment is a reference to that enactment as consolidated, revised, amended, re enacted or replaced;
 - (i) time is of the essence;
 - (j) all provisions are to be interpreted as always speaking;
 - (k) reference to a “party” is a reference to a party to this Agreement and the their respective heirs, executors, successors (including successors in title), trustees, administrators and receivers;
 - (l) reference to the District is a reference also to is elected and appointed official, officer, employees and agents;

- (m) reference to a “day”, “month”, “quarter”, or “year” is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
 - (n) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”; and
 - (o) any act, decision, determination, consideration, opinion, consent or exercise of discretion by a party or person as provided in this Agreement must be preformed, made, formed or exercised acting reasonably, except that any act, decision, determination, consideration, consent, opinion or exercise of discretion that is said to be within the “sole discretion” of a party or person may be preformed, made, formed or exercised by that party or person in the sole, unfettered and absolute discretion of that party or person.
13. **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:

Attention:

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

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

Attention: Director, Planning Permits and Bylaws
Email:

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

14. **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.
15. **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.
16. **Third Party Beneficiaries** – Except as may be expressly provided in this Agreement, this Agreement is not to be interpreted to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty or obligation created by this Agreement.
17. **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 Lands;
 - (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 Lands; or
 - (d) relieve the Owner from complying with any enactment, including in relation to the use, development, servicing or subdivision of the Lands.
18. **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).
19. **Covenant Runs With the Lands** - 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 Lands to the extent provided in this Agreement, and runs with them and binds the Owner's successors in title. This Agreement also burdens and runs with every parcel into which the Lands are consolidated (including by the removal of interior parcel boundaries) by any means.

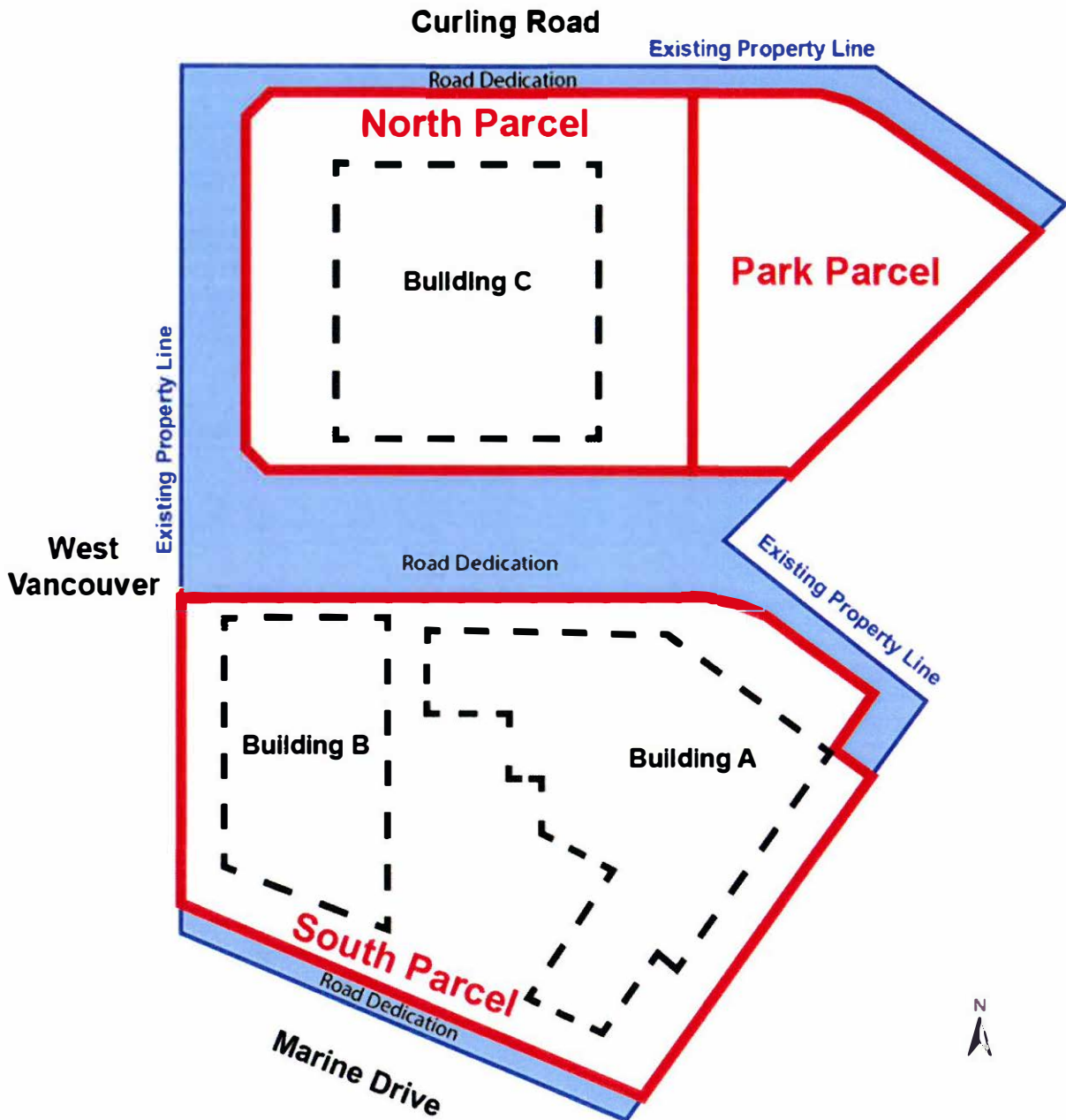
20. **Voluntary Agreement** - The Owner acknowledges that the Owner has entered into this Agreement voluntarily and has taken legal advice with regard to the entry of this Agreement and the development of the Lands.
21. **Agreement for Benefit of District Only** – The Owner and the District agree that:
 - (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 Lands 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.
22. **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.
23. **Further Acts** - The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
24. **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.
25. **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.
26. **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.
27. **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.
28. **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" to Housing Covenant and Rent Charge
Sketch Plan of Rental Building Air Space Parcel

Schedule "B" to Housing Covenant and Rent Charge
Statutory Declaration

Schedule B to Bylaw 8574
Sketch Plan showing the South Parcel



The Corporation of the District of North Vancouver**Bylaw 8575**

A bylaw to enter into a Housing Agreement (2050 Marine Drive)

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

Citation

1. This bylaw may be cited as "Housing Agreement Bylaw 8575, 2022 (2050 Marine Drive – Non-Market Rental Housing)".

Authorization to Enter into Agreement

2. The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Marvel Developments (Lions Gate Village) Ltd. substantially in the form attached to this Bylaw as Schedule "A" with respect to the portion of the following lands outlined in bold and labelled as "South Parcel" on the sketch plan attached hereto as Schedule "B":
 - a) PID 004-811-054, Lot 1 of Lot 1 Block 15 District Lot 764 Plan 14885;
 - b) PID 009-283-862, Lot 2 Block 15 District Lot 764 Plan 10846;
 - c) PID 005-260-817, Lot 3 Block 15 District Lot 764 Plan 10846; and
 - d) PID 005-260-809, Lot 1 Block 15 District Lot 764 Plan 10846.

Execution of Documents

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

READ a first time May 9th, 2022

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8575

**SECTION 219 COVENANT and RENT CHARGE
RENTAL HOUSING AGREEMENT**

THIS AGREEMENT dated for reference the __ day of _____, 202__

BETWEEN:

**MARVEL DEVELOPMENTS (LIONS GATE VILLAGE)
LTD.** (Incorporation No. BC0984524) a company incorporated
under the laws of the Province of British Columbia having an
office at _____

(the "Developer")

AND:

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

(the "District")

WHEREAS:

- A. The Developer 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 "Land");
- B. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the District in respect of the use of land, construction on land or the subdivisions of land;
- C. Section 483 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;
- D. The elected council of the District has adopted Housing Agreement Bylaw 8575, 2022 authorizing the District to enter into this Agreement; and
- E. The Developer and the District wish to enter into this Agreement to restrict the subdivision and use of, and construction on, the Land 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 483 of the *Local Government Act*.

NOW THEREFORE in consideration of the sum of \$10.00 now paid by the District to the Developer 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 Building*” means the 4 storey apartment building containing the Affordable Rental Units constructed or to be constructed within the Affordable Rental Building Air Space Parcel generally as shown on the Master Development Plan;
- (b) “*Affordable Rental Building Air Space Parcel*” means the air space parcel created by the air space subdivision of the Land generally as shown on the sketch plan attached hereto as Schedule “B” containing the Affordable Rental Building;
- (c) “*Affordable Rental Units*” means collectively the 8 studio Dwelling Units, 8 one bedroom Dwelling Units, 21 two bedroom Dwelling Units, and 4 three bedroom Dwelling Units in the Affordable Rental Building each in the locations and satisfying the criteria and requirements set out in the Development Covenant; provided that the Owner may from time to time, subject to obtaining the prior written approval of the Director, reconfigure and change the location of the Affordable Rental Units in the Affordable Rental Building, provided that the mix of Affordable Rental Units does not change and provided further that the aggregate number of Affordable Rental Units in the Affordable Rental Building will always be no less than 41. The Director’s approval of a proposed reconfiguration or change in the location of the Affordable Rental Units will not be withheld provided that the proposed reconfiguration or change is, in the reasonable opinion of the Director, at least equal to the Affordable Rental Units being reconfigured or changed in size, quality and condition;
- (d) “*Annual Allowable Adjustment*” means an increase in the Maximum 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; or
 - (iii) the average annual percent increase over the previous calendar year in the rent charged for the market rental units in the Market Rental Units Remainder Parcel of similar size which are occupied at any time during the previous calendar year.

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;

- (e) “*Approving Officer*” means the approving officer for the District appointed under the *Land Title Act*;
- (f) “*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);
- (g) “*Development Covenant*” means the covenant under section 219 of the *Land Title Act* dated for reference _____, 20__ granted by the Owner to the District and registered at the LTO against the Land under number CA _____;
- (h) “*Director*” means the District’s General Manager of Planning, Permits and Properties and his or her designate;
- (i) “*Discounted Rental Rate*” means for each Affordable Rental Unit:
 - (i) for the calendar year in which a certificate of final occupancy is issued for the Buildings by the District, the amount 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
 - (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;
- (j) “*Dwelling Unit*” has the meaning given to it in the Zoning Bylaw;
- (k) “*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 the Affordable Rental Unit proposed to be rented (which rent, for greater certainty, may not be greater than the Maximum Rate for the 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 3 bedroom Affordable Rental Unit;

- (l) “*Land*” has the meaning given to it in Recital A hereto;
- (m) “*LTO*” means the Lower Mainland Land Title Office and any successor of that office;
- (n) “*Maximum Rate*” means the Discounted Rental Rate for each Affordable Rental Unit or another rental rate for each Affordable Rental Rate that is consented to in writing in advance by the Director pursuant to section 6 herein;
- (o) “*Owner*” means the Developer and any other person or persons registered in the LTO as owner of the Land from time to time, or of any parcel into which the Land are consolidated or subdivided, whether in that person’s own right or in a representative capacity or otherwise;
- (p) “*Proposed Development*” has the meaning given to it in the Development Covenant;
- (q) “*Market Rental Units Remainder Parcel*” means the remainder parcel created by the air space subdivision of the Land containing market rental Dwelling Units generally as shown on the sketch plan attached hereto as Schedule “B”;
- (r) “*Society*” means a registered housing society approved in writing by the District;
- (s) “*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);
- (t) “*Zoning Amendment Bylaw*” means District of North Vancouver Rezoning Bylaw 1416 (No. 8562); and
- (u) “*Zoning Bylaw*” means the District of North Vancouver Zoning Bylaw No. 3210, 1965 as modified by the Zoning Amendment Bylaw and as further amended, consolidated, re-enacted or replaced from time to time.

2. **No Subdivision** – The Affordable Rental Building Air Space Parcel, once created, and any improvements from time to time thereon (including without limitation the Affordable Rental Building) may not be subdivided by any means whatsoever, including, without limitation, by subdivision plan, strata plan, fractional interest, lease or otherwise.

The Owner and the District acknowledge and agree that the subdivision to create the Affordable Rental Building Air Space Parcel as contemplated in this section 2 and in section 3 is subject to all applicable enactments and to the authority of the Approving Officer, and, for greater certainty, the Approving Officer may impose additional conditions or requirements on the approval of any subdivision to create the said air space parcel or otherwise.

3. **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 (including a discharge of the section 219 covenant, rent charge and notice of housing agreement referred to in section 18) from all of the Land other than the Affordable Rental Building Air Space Parcel, provided that:
 - (a) the air space subdivision creating the Affordable Rental Building Air Space Parcel is deposited and fully registered at the 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 Affordable Rental Units, the Affordable Rental Building, and the Affordable Rental Building Air Space Parcel, and has obtained occupancy permits for the Affordable Rental Building and all Affordable Rental Units located therein; and
 - (c) this Section 219 Covenant and Rent Charge – Housing Agreement remains registered at the LTO against title to the Market Rental Units Remainder Parcel in favour of the District in priority to all financial charges.
4. **Use and Occupancy of the Affordable Rental Building and Affordable Rental Building Air Space Parcel** – The Affordable Rental Building and Affordable Rental Building Air Space Parcel shall not be improved, renovated or replaced for any purpose other than for the Affordable Rental Units and shall not be used or occupied for any purpose other than for the purpose of renting the Affordable Rental Units to persons meeting the Eligibility Requirements in accordance with this Agreement.
5. **The Housing Society** – No building or structure on the Land shall be occupied for any purpose and the District shall not issue any occupancy permit in respect of any building or structure on the Land, and the Owner shall not offer for rent any Affordable Rental Units in the Affordable Rental Building or enter into any residential tenancy agreements in respect of any said Affordable Rental Units, unless and until the Owner has:
 - (a) entered 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) caused 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.
6. **Changing the Discounted Rental Rate** – The Society may request in writing that the Director consent to the Society charging a rental rate for each Affordable Rental Unit that is different from the Discounted Rental Rate, and the Director will not unreasonably refuse such a request provided that the Director is satisfied, in his or her discretion, that the change in rental rates would be fair and would result in lower rent, on an annual aggregate basis, for the Affordable Rental Units.

7. **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 one year 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 9.
8. **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 one year 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.
9. **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 and, as tenant, a person at arm's length from the Owner. 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 his or her sole discretion, relax the restrictions contained in this subsection 9(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 9(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, require payment of rent or any other consideration for the Affordable Rental Unit directly or indirectly that exceeds the Maximum Rate for the unit, but the tenant may be required to pay:

- (i) additional consideration for parking, storage and bicycle storage provided that the additional consideration does not exceed the following amounts:
 - A. for a storage locker: an amount not exceeding the amount charged from time to time for a storage locker to tenants in the market rental units located in the Market Rental Units Remainder Parcel discounted by the same percentage amount as the Discounted Rental Rate;
 - B. for a bicycle storage locker/space: an amount not exceeding the amount charged from time to time for a bicycle storage locker/space to tenants in the market rental units located in the Market Rental Units Remainder Parcel discounted by the same percentage amount as the Discounted Rental Rate; and
 - C. for a parking stall: an amount that does not exceed the amount charged from time to time for a parking stall to tenants in the market rental units located in the Market Rental Units Remainder Parcel discounted by the same percentage amount as the Discounted Rental Rate; 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 except the cost of hydronic heat, air conditioning or hot water which must be included in Maximum Rate no matter who may be providing these services;
- (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 Society may end the tenancy agreement by giving the tenant a clear six months' notice to end the tenancy in accordance with section 49.1 of the *Residential Tenancy Act* (or successor legislation).

10. **Rental Application Process** – The Owner or the Society, as the case may be, must:

- (a) accept applications for residential occupancy of the Affordable Rental Units only from applicants meeting the Eligibility Requirements;

- (b) maintain a housing waiting list of all eligible applicants for the Affordable Rental Units (the “Affordable Housing List”); and
- (c) where Affordable Rental Units become available for occupancy, offer the units to persons on the Affordable Housing List in the order in which their applications were accepted, unless the person no longer meets the Eligibility Requirements; and
- (d) make the Affordable Housing List available to the District immediately upon request.

11. **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 each of the Affordable Rental Units; and
- (b) deliver to the District, on request of the District, copies of all current tenancy agreements in respect of the Affordable Rental Units.

12. **Statutory Declaration** – Within three 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.

13. **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 13(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 13(a) is due and payable to the District in accordance with subsection 13(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.
- 14. **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.
- 15. **Indemnity** – Except for the negligence of the District or its employees, agents or contractors, the Owner will indemnify and save harmless each of the District and its elected officials, board members, officers, directors, employees, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of any act or omission by the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom at law the Owner is responsible or the Owner's ownership, operation, management or financing of the Dwelling Units or any part thereof, or the use and occupancy of any Dwelling Units in the Buildings by anyone.
- 16. **Release** – Except to the extent such advice or direction is given negligently, 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 any Dwelling Units in the Buildings or any part thereof which has been or hereafter may be given to the Owner by all or any of them.
- 17. **Survival** – The covenants of the Owner set out in sections 15 and 16 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 or any Dwelling Unit therein, as applicable.
- 18. **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.
- 19. **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.
- 20. **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 to 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.
- 21. **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.
- 22. **Interpretation** – In this Agreement:
 - (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
 - (b) any reference to a statute or by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute, by-law and regulations that may be passed which have the effect of supplementing or superseding such statute, by-law and regulations;
 - (c) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
 - (d) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
 - (e) reference to the “Land” or to any other parcel of land is a reference also to any parcel into which it is subdivided or consolidated by any means (including the removal of interior parcel boundaries) and to each parcel created by any such subdivision or consolidations;

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

23. **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:

Attention: _____

Fax: _____

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

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

Attention: Director, Planning Permits and Bylaws
Facsimile: (604) 984-8664

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.

24. **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.
25. **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.
26. **Third Party Beneficiaries** – Except as may be expressly provided in this Agreement, this Agreement is not to be interpreted to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty or obligation created by this Agreement.
27. **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.

28. **Binding Effect** – This Agreement enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, trustees, receivers and successors (including successors in title).
29. **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.
30. **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.
31. **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 Affordable Rental 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.
32. **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.
33. **Further Acts** - The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
34. **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.
35. **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.
36. **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.

37. **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.
38. **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.

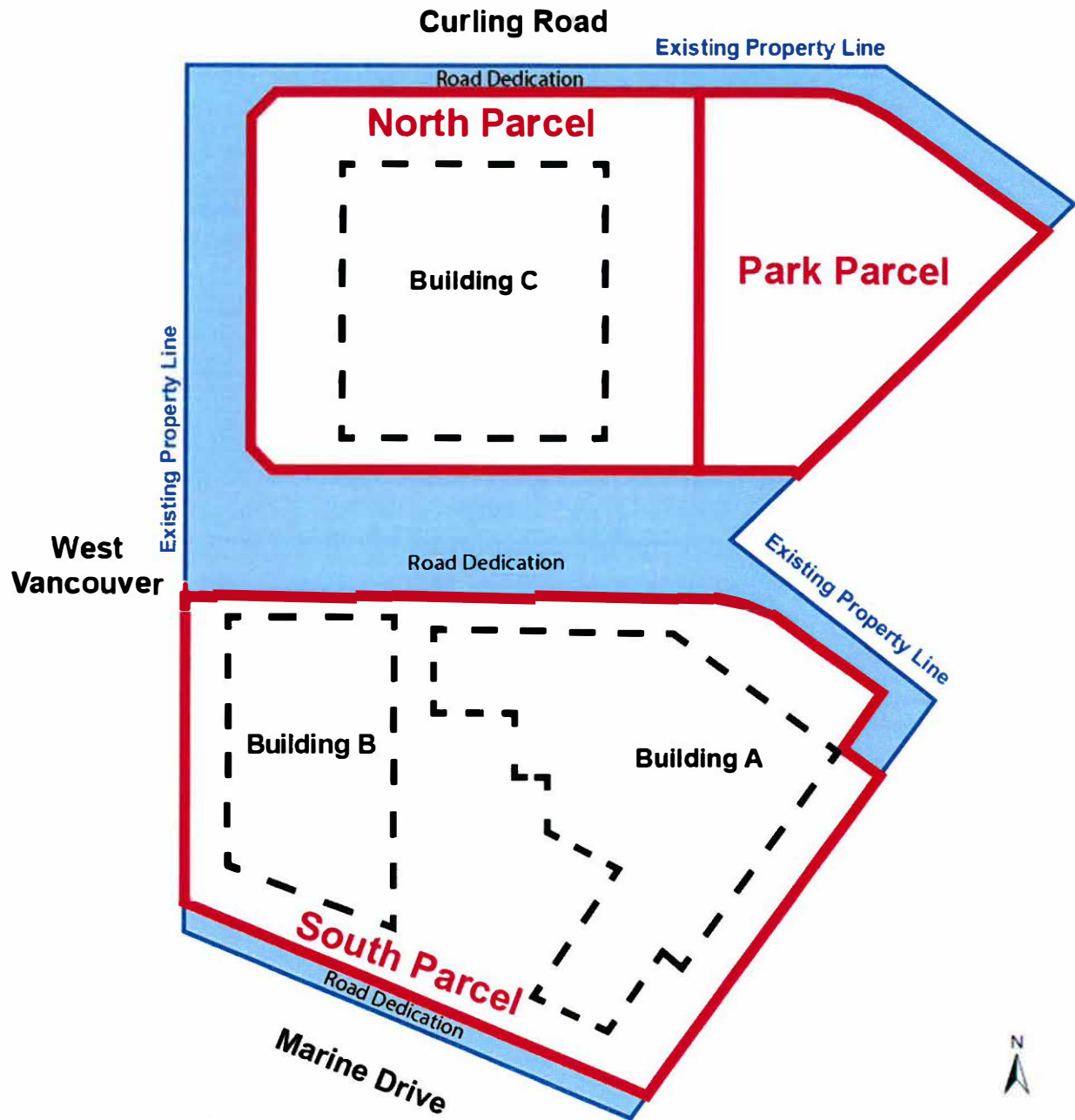
Schedule "A" to Section 219 Covenant – Housing Agreement
The Affordable Rental Units – Rental Rates

	Studio	1 bed	2 bed	3 bed
Discounted Rental Rate	\$1,100.00	\$1,200.000	\$1,525.00	\$1,725.00

Schedule "B" to Section 219 Covenant – Housing Agreement
Sketch Plan of Affordable Rental Building Air Space Parcel and Market Rental Units Remainder Parcel

Schedule "C" to Section 219 Covenant – Housing Agreement
Statutory Declaration

Schedule B to Bylaw 8575
Sketch Plan showing the South Parcel



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The Corporation of the District of North Vancouver

Bylaw 8576

A bylaw to enter into a Housing Agreement

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

Citation

1. This bylaw may be cited as "Housing Agreement Bylaw 8576, 2022 (2050 Marine Drive – No Rental Restrictions – North Site)".

Authorization to Enter into Agreement

2. The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Marvel Developments (Lions Gate Village) Ltd. substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands:
 - a) PID 004-811-054, Lot 1 of Lot 1 Block 15 District Lot 764 Plan 14885;
 - b) PID 009-283-862, Lot 2 Block 15 District Lot 764 Plan 10846;
 - c) PID 005-260-817, Lot 3 Block 15 District Lot 764 Plan 10846; and
 - d) PID 005-260-809, Lot 1 Block 15 District Lot 764 Plan 10846.

Execution of Documents

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

READ a first time May 9th, 2022

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8576

SECTION 219 COVENANT – HOUSING AGREEMENT

THIS AGREEMENT is dated for reference the ____ day of _____, 202_

BETWEEN:

MARVEL DEVELOPMENTS (LIONS GATE VILLAGE) LTD. (Incorporation No. BC0984524) a corporation incorporated under the laws of the Province of British Columbia with an office at _____

(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:

1. The Developer is the registered owner of the Lands (as hereinafter defined);
2. 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;
3. 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
4. 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 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 54 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 Corporation"* means the strata corporation formed upon the deposit of a plan to strata subdivide the Proposed Development pursuant to the *Strata Property Act*;
- (i) *"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
- (j) *"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 ~~8577~~ 8576 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*.

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 Owner:

If to the District:

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

Attention: Planning Department

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

- (a) 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.

- (b) 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 ~~8461~~[8576](#).

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.

The Corporation of the District of North Vancouver

Bylaw 8577

A bylaw to enter into a Housing Agreement

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

Citation

1. This bylaw may be cited as "Housing Agreement Bylaw 8577, 2022 (2050 Marine Drive – No Rental Restrictions – South Site)".

Authorization to Enter into Agreement

2. The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Marvel Developments (Lions Gate Village) Ltd. substantially in the form attached to this Bylaw as Schedule "A" with respect to the portion of the following lands outlined in bold and labelled as "South Parcel" on the sketch plan attached hereto as Schedule "B":
 - a) PID 004-811-054, Lot 1 of Lot 1 Block 15 District Lot 764 Plan 14885;
 - b) PID 009-283-862, Lot 2 Block 15 District Lot 764 Plan 10846;
 - c) PID 005-260-817, Lot 3 Block 15 District Lot 764 Plan 10846; and
 - d) PID 005-260-809, Lot 1 Block 15 District Lot 764 Plan 10846.

Execution of Documents

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

READ a first time May 9th, 2022

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8577

SECTION 219 COVENANT – HOUSING AGREEMENT

THIS AGREEMENT is dated for reference the ____ day of _____, 202__

BETWEEN:

MARVEL DEVELOPMENTS (LIONS GATE VILLAGE) LTD. (Incorporation No. BC0984524) a corporation incorporated under the laws of the Province of British Columbia with an office at _____

(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:

1. The Developer is the registered owner of the Lands (as hereinafter defined);
2. 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;
3. 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
4. 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 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 158 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 8577 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;
- (b) the Director is satisfied that the Owner has met all of its obligations all of its obligations under all provisions of the Development Covenant that relate to the air space subdivision to create the Strata Building Air Space Parcel, and has obtained occupancy permits for the Units located therein; and
- (c) this Section 219 Covenant – Housing Agreement remains registered at the LTO against title to the Strata Building Air Space Parcel (and each strata lot located in 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 Owner:

If to the District:

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

Attention: Planning Department

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

- (a) 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.
- (b) 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 ~~8461~~[8577](#).

7.07 Governing Law

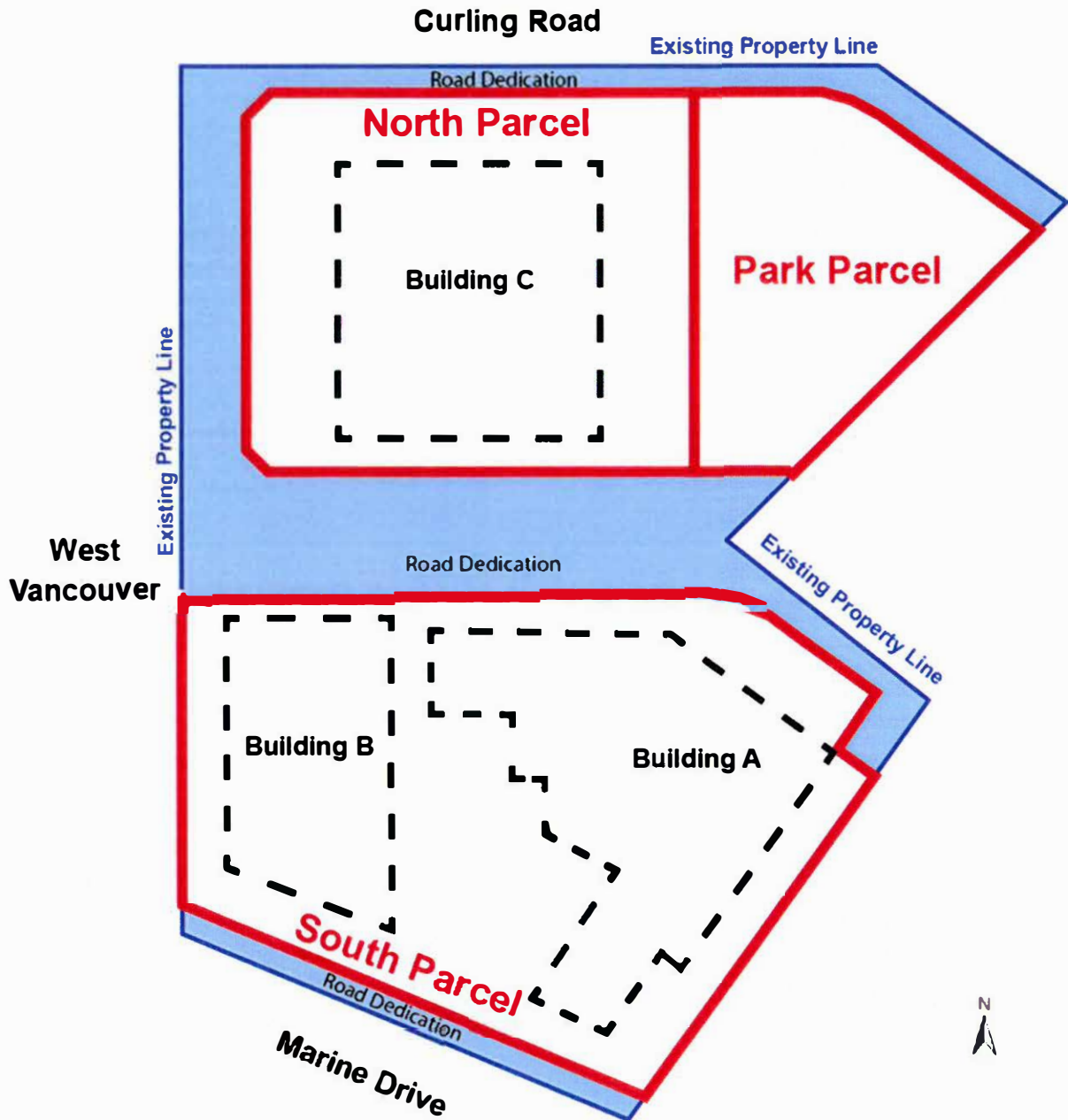
This Agreement is to be governed by and construed and enforced in accordance with the laws of British Columbia.

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 of Strata Building Air Space Parcel

Schedule B to Bylaw 8577
Sketch Plan showing the South Parcel



**DISTRICT OF NORTH VANCOUVER
PUBLIC HEARING**

**2050 – 2070 Marine Drive and an Unaddressed Lot
Zoning Bylaw Amendments**

REPORT of the Public Hearing held on Tuesday, June 7, 2022, commencing at 7:03 p.m. in the Council Chamber of the District Hall, 355 West Queens Road, North Vancouver, British Columbia.

Present: Mayor M. Little
Councillor J. Back
Councillor M. Curren
Councillor B. Forbes
Councillor J. Hanson
Councillor L. Muri

Absent: Councillor M. Bond

Staff: Mr. D. Milburn, General Manager – Planning, Properties and Permits
Ms. J. Paton, Assistant General Manager - Planning
Mr. J. Gordon, Manager – Administrative Services
Ms. Y. Zeng, Manager – Development Planning
Mr. K. Zhang, Development Planner
Ms. C. Archer, Confidential Council Clerk
Ms. S. Clarke, Committee Clerk

1. OPENING BY THE MAYOR

Mayor Little welcomed everyone and advised that the purpose of the Public Hearing was to receive input from the community and staff on the proposed bylaw as outlined in the Notice of Public Hearing.

He further noted that this Public Hearing is being convened pursuant to Section 464 of the *Local Government Act*.

Mayor Little stated that:

- Members of Council, staff, and the public are participating in person and via Zoom;
- Council will use the established speakers list. At the end of the speakers list, the Chair may call on speakers from the audience;
- Each speaker will have five minutes to address Council for a first time and should begin remarks to Council by stating their name;
- After everyone who wishes to speak has spoken once, speakers will then be allowed one additional five-minute presentation;
- Any additional presentations will only be allowed at the discretion of the Chair;
- Please do not repeat information from your previous presentations and ensure your comments remain focused on the bylaw under consideration this evening;
- If a written submission has been provided, there is no need to read it as it will have already been seen by Council. It can be summarized, ensuring that the comments are pertaining to the bylaw under consideration at this hearing;

- All members of the audience are asked to be respectful of one another as diverse opinions are expressed. Council wishes to hear everyone's views in an open and impartial forum;
- Council is here to listen to the public, not to debate the merits of the bylaw;
- Council may ask clarifying questions;
- The Municipal Clerk has a binder containing documents and submissions related to the bylaw, which Council has received and which members of the public are welcome to review, available online at DNV.org/agenda.
- Everyone at the hearing will be provided an opportunity to speak. If necessary, the hearing will continue on a second night;
- At the conclusion of the public input Council may request further information from staff, which may or may not require an extension of the hearing, or Council may close the hearing, after which Council should not receive further new information from the public; and,
- The Public Hearing is being streamed live over the internet and recorded in accordance with the Freedom of Information and Protection of Privacy Act.

2. INTRODUCTION OF BYLAW BY CLERK

Mr. James Gordon, Municipal Clerk, introduced the proposed bylaw, stating that Bylaw 8573 proposes to amend the District's Zoning Bylaw by rezoning the subject sites from Marine Drive Commercial Zone (C9) and Tourist Commercial Zone (C4) to Comprehensive Development Zone 142 (CD142) and Neighbourhood Park (NP). The CD142 Zone addresses permitted and accessory uses and zoning provisions such as density, setbacks, building heights, building and site coverage, landscaping and stormwater management and parking and loading requirements.

3. PRESENTATION BY STAFF

Mr. Kevin Zhang, Development Planner, provided an overview of the proposal elaborating on the introduction by the Municipal Clerk. Mr. Zhang advised that:

- The proposal is to redevelop the site to build one 27-storey building, one four-storey building on Marine Drive and one nine-storey building on Curling Road, as well as a neighbourhood park on the north side of the site;
- IBI Group has applied for the rezoning on behalf of Marvel Developments (Lions Gate Village) Ltd., the owner of the properties;
- The application includes four Housing Agreement bylaws in addition to a Zoning Bylaw amendment;
- The site is located adjacent to the boundary with the District of West Vancouver in the southwest corner of the District, within the Lions Gate Marine Drive Corridor, one of the District's four key Town and Village Centres;
- The site is on the Marine Drive Frequent Transit Corridor;
- The site consists of four properties between Marine Drive and Curling Road, currently occupied by Travelodge Hotel, Pho Japolo and Denny's restaurants;
- Following First Reading of the Rezoning Bylaw, staff learned of an increase to the temporary accommodation of homeless individuals on the subject site, with BC Housing having recently secured approximately sixty units in the existing Travelodge hotel until November 2023, with a possible extension to 2025;
- The applicant has indicated that the development, if approved, would not require ending the temporary housing arrangement until after November 2023;

- Regarding the long-term needs of homeless persons in the District, Council has passed a resolution directing staff to work with partner agencies to explore permanent supportive housing solutions in the District, which include the successful partnership with RainCity Housing and BC Housing to develop a sixty-unit, permanent supportive housing project on West 16th Street and Lloyd Avenue;
- Staff has continued to explore other permanent supportive housing solutions and will report back to Council with more information;
- Surrounding developments include townhomes in the Lions Gate Peripheral Area, the Larco development, which includes the Lions Gate Community Recreation Centre, a development at the former site of the Grouse Inn, an existing office building, Squamish Nation lands to the south, a development located in West Vancouver and Klahanie Park;
- The site area is approximately 2.6 acres;
- The site is designated Commercial Residential Mixed Use Level 2 (CRMU 2) in the Official Community Plan (OCP);
- The current zoning of the site is Marine Drive Commercial Zone (C9) and Tourist Commercial Zone (C4);
- The site is located in Development Permit Areas for Form and Character, Energy and Water Conservation and Greenhouse Gas Emission Reduction;
- A detailed review of development permit issues and guidelines would be required at the Development Permit stage should the proposal proceed;
- The project has come before Council on three previous occasions:
 - An early input opportunity in 2020, when Council provided comments on affordability, built form, traffic impacts and demands on local infrastructure;
 - A Regular Meeting of Council in 2021, where a revised proposal was brought forward including:
 - An increased number of non-market and market rental units;
 - Fewer strata units;
 - Rent-to-own units;
 - Locals first program;
 - Lock-off units;
 - Additional accessible units;
 - A café;
 - Reduced height of the tallest building from 29 to 27 storeys;
 - Increased dedications and easements for local infrastructure; and,
 - Brought the design of the non-market rental building up to Passive House Standards.
 - Council directed staff to prepare bylaws at the conclusion of this meeting.
 - Council gave First Reading to the bylaws and referred the Rezoning Bylaw to Public hearing on May 9, 2022;
- Public notification of the Public Hearing included site signage, advertisements in the North Shore News, and notices mailed out to neighbours within a four hundred metre radius, as well as adjacent Community Associations, the District of West Vancouver and Squamish First Nation;
- The proposal includes two phases, starting with the south portion of the site;
- The south portion is proposed to include Building A, a 27-storey commercial and residential mixed-use building with 158 strata units, 77 market rental units and a café, and Building B, a four-storey residential building with 41 non-market rental units;

- The north portion of the site is proposed to include Building C, a nine-storey residential building with 54 strata units and a neighbourhood park on an independent parcel of land to be transferred to the municipality;
- The proposed densities and land uses are consistent with OCP goals of focussing growth in key growth centres;
- The proposed built form is in alignment with the land use plan in the Lower Capilano Lions Gate Implementation Plan;
- Proposed offsite improvements and the neighbourhood park are in alignment with the Lions Gate Public Realm Strategy;
- The mix of housing tenure, particularly non-market rental housing, aligns with priorities and targets in the OCP Action Plan, Council Directions, and District's Rental and Affordable Housing Strategy;
- Under the Zoning Bylaw, the required parking for this proposed development would be 610 spaces; however, the proposed total of 373 vehicle parking stalls is in compliance with the District's Alternative Vehicle Parking Rates Policy;
- Reduced parking requirements are supported by the site's proximity to frequent transit, car share memberships, and car share spaces;
- The proposal includes 634 bicycle parking stalls and is in compliance with the District's Bicycle Parking and End-of-Trip Facilities Policy;
- Bicycle repair rooms are proposed in both north and south parcel underground parking garages;
- The application includes street frontage improvements including street trees, pedestrian infrastructure, and engineering upgrades;
- The proposal includes significant dedications and easements for public infrastructure and amenities totalling approximately 44 percent of the site:
 - A 4.1 metre dedication along Marine Drive to accommodate improved transit and pedestrian infrastructure;
 - A sixteen metre dedication through the site for construction of a new public road and plaza;
 - A 3.5 to five metre dedication along Curling Road for improved sidewalks and the neighbourhood park; and,;
 - A 7.5 metre wide highway dedication along a portion of the eastern property line to provide improved road access for the neighbour to the east.
- The underground parking access for both phases of the project is proposed to be via the new public road proposed to connect with Curling Road, which will eliminate the existing vehicle access points onto Marine Drive and Curling Road;
- At First Reading, Council requested information on the feasibility of a third level of underground parking on the site, which has been confirmed in an update;
- An updated geotechnical memo confirmed that construction of a third level of underground parking is feasible following investigations of up to 18.3 metres below grade of subsurface soil and groundwater conditions;
- The tenure type and unit size are proposed as follows:
 - Strata: sixty-five one-bedroom, ninety two-bedroom and fifty-seven three-bedroom units;
 - Market rental: Seven studio, thirty-five one-bedroom and thirty-five two-bedroom units;
 - Non-market rental: Eight studio, eight one-bedroom, twenty-one two-bedroom and four three-bedroom units;

- It was noted that approximately thirty-six percent of the units are proposed to be market or non-market rental and approximately sixty-two percent of the units are proposed to be two- or three-bedroom;
- Of the 330 units proposed, approximately two thirds are housing options that address affordability in a variety of ways;
 - Seventy-seven market rental units;
 - Sixteen Rent-to-Own strata units;
 - Forty-eight Locals First strata units with a five percent discount, with “locals” defined as residents of the City of North Vancouver or District North Vancouver;
 - Twenty-one strata units with lock-off suites, which may be rented out; and,
 - Forty-one non-market rental units with proposed rents from \$1,100 to \$1,700 per month.

4. PRESENTATION BY APPLICANT

4.1. Mr. Michael Geller, President, The Gellar Group, on behalf of Marvel Development:

- Reviewed the proposal, noting that there are three proposed buildings as well as a park;
- Commented on a statement by a member of Council that developers need to address Council priorities, noting that the applicant has made changes to the original proposal in order to do so:
 - Adding affordable housing;
 - Improving sustainability;
 - Reducing the total number of parking spaces in the proposal while not reducing visitor parking;
 - Additional Transportation Demand Management (TDM) measures to reduce traffic and reduce greenhouse gas (GHG) emissions, including:
 - Unbundling parking to allow residents to rent or own units without paying for parking if they do not need it;
 - Car share memberships;
 - Shared bicycles;
 - Bicycle maintenance facilities;
 - Pedestrian connections;
 - Transit stop improvements; and,
 - Storage for cargo bicycles.
 - Created housing choices, including Rent-to-Own units;
 - A Locals First program to offer units locally at a discount;
 - Lock-off suites to create additional rental units;
 - Eliminating the use of fossil fuels for heating, cooling and cooking.
- Commented on use of sustainable concrete in the development;
- Commented on the appearance of the new Lions Gate Village Centre, noting that the development would be at the gateway into the District;
- Noted the availability of a rapid bus on Marine Drive;
- Commented on design elements that support integration and social connection;
- Advised that the café was added to the proposal as there had been one planned for the adjacent development that was not included in the final design;
- Commented on the completion of the Lions Gate Village Centre road system;
- Noted that most of the other approved developments in the area are close to completion;

- Commented on the removal of driveways along Marine Drive as part of the proposal; and,
- Advised that the Community Amenity Contribution for the project would be 3.4 million dollars.

4.2. Mr. Martin Bruckner, Senior Architect, IBI Group:

- Reviewed the accessibility features of the proposal, noting that all common internal amenity spaces and external spaces would be accessible;
- Advised that all units in the proposed development meet basic accessibility requirements, exceeding the minimum requirement for five percent of units;
- Commented on the company's experience with Passive House design, noting that they are involved in the design of the highest Passive House building in the world being constructed on Nelson Street in Vancouver;
- Commented on the Public Information Meeting for the project;
- Advised that a view analysis was undertaken in response to concerns expressed by Woodcroft residents regarding the impact of the development on views, noting that the analysis showed that views will not be negatively impacted;
- Commented on the new housing choices and sustainable features of the proposed development;
- Commented on proposed enhancements to the public realm;
- Noted that the design includes first and second floor townhouses with street level access; and,
- Commented on the quality of the architectural design.

5. REPRESENTATIONS FROM THE PUBLIC

5.1. Ms. Tina Ebrahimi:

- Spoke as the President of the Strata Council for 2030 Marine Drive, the property adjacent to the east of the subject property on behalf of the owners and commercial tenants of the building;
- Advised that her commercial property is located between the subject property and the Keltic development to the east;
- Stated that she was also speaking on behalf of everyone in the District who is not able to speak on their own behalf due to fear or language barriers;
- Advised that access to her property is via existing easements on the subject property;
- Stated that walls have been constructed on her property without permits or permission on the opposite side of her property, adjacent to the Keltic development;
- Stated that her communications to the District regarding the issue have not been answered;
- Criticized District staff for failing to act regarding this issue and expressed concern that the proposed development could result in similar issues;
- Advised that she has consulted with engineers and development lawyers regarding the impact of proposed changes on the access to her property;
- Commented on the location of the proposed park and how this will affect existing easements;
- Expressed concern regarding issues contacting the developer;
- Referenced a private conversation with the applicant's consultant; and,

- Opined that the proposed development would violate her property rights and human rights.

5.2. Ms. Judith Brook:

- Commented on the proposal;
- Acknowledged the applicant has made improvements since original proposal;
- Expressed disappointment that more rental units were not included;
- Commended the applicant's plans to build the four-storey building to Passive House Standards;
- Expressed appreciation for the applicant's plan to build the residential structures to Step 3 of the BC Energy Step Code with Low Carbon Energy Systems (LCES);
- Questioned whether the commercial component could be built to a higher standard than Step 1 of the BC Energy Step Code;
- Requested clarification whether there will be any gas connections to the property and that there will be no gas fireplaces;
- Opined that the proposed transit and cycling connections will be well-used;
- Noted that improvements to pedestrian and rolling options have health benefits;
- Commented on the inclusion of a café, which will provide a meeting place and encourage people to interact;
- Expressed support for the use of low-carbon cement and suggested extending the use of low-carbon materials throughout the project;
- Queried if the applicant had considered mass timber, noting that the material is as strong as cement and steel and would further reduce the project's carbon footprint; and,
- Noted that people would need to cross a road to reach the park and suggested a slow speed limit and crosswalks be included to improve pedestrian safety.

5.3. Mr. Bill Dick:

- Spoke in support of the proposal;
- Commented on the applicant's contribution of land for the road network and park, noting that the adjacent property in West Vancouver will also include park land;
- Commended the inclusion of lock-off suites and Rent-to-Own units, and commented that the development would provide suitable workforce housing;
- Commented on the environmental aspects of the proposal, noting that there will be no gas stoves or use of fossil fuels in heating and cooling systems; and,
- Encouraged Council to approve the application.

5.4. Mr. Peter Teevan:

- Queried if Councillor Bond would recuse himself from voting on this proposal as he was not in attendance at the Public Hearing;
- Complained that members of the public giving in-person input cannot see members of Council on Zoom to gauge their attention to the speaker;
- Requested that the ownership of the four lots comprising the subject property be made public;
- Expressed confusion regarding the project applicant and property owner;
- Commented on changes to the *Local Government Campaign Financing Act*;
- Reviewed campaign contributions received by the current members of District Council;

- Commented on the increased number and amount of campaign contributions generally and by individuals connected to development following changes to the *Local Government Campaign Financing Act*;
- Noted that two principals at Marvel Development Ltd. contributed to the Building Bridges Electoral Organization during the 2018 General Local Election campaign;
- Expressed confusion that a member of Council could declare that they received campaign contributions and not recuse themselves from discussion and voting on a matter;
- Opined that conflict of interest is about public confidence, not whether a member of Council feels they are in a conflict of interest;
- Questioned if there are others involved in this development who contributed to the Building Bridges Electoral Organization;
- Acknowledged that conflict of interest legally allows members of Council to receive donations and not recuse themselves; and,
- Opined that receiving donations from developers is morally and in public opinion a conflict of interest.

Mayor Little clarified that:

- Members of Council may vote on a matter without attending the related Public Hearing if they review the recording and minutes of the Hearing;
- Members of Council are not pinned in Zoom during slide presentations to allow the presentation to be seen on Zoom; and,
- The courts have consistently ruled that the receipt of donations from developers does not constitute a conflict of interest, that members of Council are not required to proactively disclose campaign donations, and that members of Council are not required to recuse themselves from discussing and voting on a matter if they have received a campaign contribution from a developer.

5.5. Mr. Saeed Sabeti:

- Spoke in support of the proposal;
- Advised that he is a resident of the North Shore;
- Expressed appreciation for the applicant's thoughtful proposal and presentation;
- Opined that North Vancouver would benefit from the proposed development;
- Commented on the features of the proposal, including increased housing diversity for different incomes and household compositions;
- Opined that the proposed development would help address the housing shortage and affordability issues;
- Complimented the innovative design of the project;
- Noted that the applicant has considered traffic congestion in the area and reduced the amount of proposed parking;
- Commented on the inclusion of Rent-to-Own units, lock-off suites, the land dedication for the proposed park and roadway, as well as water and energy reduction and GHG reduction of the project; and,
- Encouraged Council to approve the application.

5.6. Mr. Don Peters:

- Spoke in support of the proposal on behalf of the North Shore Community Housing Action Committee (CHAC), noting that CHAC has twenty-six members and that the committee advocates for adequate, accessible and affordable rental housing on the North Shore;
- Expressed support for the revised proposal, noting the applicant had originally proposed an all-strata development;
- Commented on the number of rental units, including below-market units;
- Acknowledge that the applicant has addressed concerns raised about the project in 2020, including affordability, climate impact, parking and the building height of the tower;
- Noted that the proposed rental rates are lower than elsewhere in Metro Vancouver for ground-oriented units;
- Commented on the Locals First program;
- Noted the site's proximity to the Lions Gate Community Recreation Centre;
- Commented on the proposed café as a meeting place;
- Commended the quality of the project; and,
- Expressed support for temporary housing on the site.

5.7. Ms. Nadya Ponomar:

- Advised that she is a resident of Woodcroft Estates;
- Expressed concern regarding the height of the twenty-seven storey tower and the impact on views from Woodcroft Estates;
- Requested that the height of the tower be reduced, noting that the area plan set the maximum height for this location at eighteen to twenty storeys;
- Noted that twenty-three and twenty-six storey towers are under construction in the area as part of other developments;
- Stated that the development was not in the original plan for Lions Gate Village;
- Questioned if the District's Transportation Plan has been updated to accommodate the proposed development;
- Expressed concern regarding increased traffic with increased density;
- Noted that there is no grocery store or other facilities in the area and that the nearest elementary school is a distance away;
- Commented on the current closure of the pedestrian trail to Cleveland Dam; and,
- Opined that private vehicle is the preferred method of travel rather than public transit due to the COVID-19 pandemic.

5.8. Mr. Hazen Colbert:

- Stated that Councillors Bond, Hanson and Curren are not able to receive his public input regarding this application and that this violates the legislation;
- Opined that only four members of Council will be able to consider Second Reading of the Rezoning Bylaw;
- Commented on the use of Travelodge for temporary housing;
- Stated that there is an agreement between the local First Nation and the other parties involved in the temporary housing agreement and that the First Nation has indicated that the temporary housing agreement will extend to the end of 2025;
- Referenced a text message received from Mayor Little; and,

- Stated that Marvel Development (Lions Gate) Ltd. is not the real owner of the property and that he would not disclose the owner's identity due to fears for his safety and the safety of his family.

5.9. Mr. Corrie Kost:

- Commented on congestion and other traffic issues in the area, particularly the intersection of Marine Drive and Capilano Road and traffic backing up from the Lions Gate Bridge;
- Expressed concern regarding the synchronization of traffic signals on Capilano Road and the number of traffic lights;
- Noted that an item on the OCP Implementation Plan will be before Council at the Regular Meeting on June 13, 2022;
- Commented on the priority action item in the staff report for this item to prioritize rental, social and supportive housing and increasing the range of rental options;
- Stated that he would like more non-market rental units;
- Opined that using the count of units in each category and that a more accurate measure of the amount of non-market rental housing in the proposal would be the square footage of the units;
- Questioned whether the Locals First Program would be legal;
- Commented on the difference between neighbourhoods and complete communities, noting that neighbourhoods are car-oriented and that complete communities require fewer cars;
- Stated that 100,000 square feet of commercial space was to be included in the community and there is only housing proposed to be built;
- Commented on the possibility of a third level of underground parking on the site, noting issues with the water table at the adjacent property;
- Commented on the shadow studies, noting that the park space will frequently be in shade;
- Suggested that swapping the lower and higher buildings would allow more light into the park space;
- Noted that the Lions Gate Plan [Lower Capilano Village Centre Implementation Plan] designates the site for up to twenty storeys in height;
- Commented on the proposed high-occupancy (HOV) lane on Marine Drive and wondered whether it will be available to carpools; and
- Opined that the proposed park space is inadequate for the number of residents and does not meet District standards.

5.10. Mr. John Miller:

- Spoke in opposition to the proposal;
- Stated that the infrastructure does not exist for the project;
- Expressed concern regarding traffic at Marine Drive and Capilano Road;
- Commented on the extension of Curling Road to McGuire Avenue indicated in the OCP to allow residents of developments west of Capilano Road to access Marine Drive eastbound via McGuire Avenue rather than at the busy intersection of Marine Drive and Capilano Road;
- Noted that without this extension, unsafe and illegal lane changes are required for residents to access the intersection of Marine Drive and Capilano Road;
- Expressed concern regarding the use of averaging in traffic studies, noting that parents drive their children to school in a narrower timeframe than three hours;

- Noted that the site is within the Norgate Elementary School catchment area and that parents cannot be expected to walk their children to school or for older children to walk to school alone in that area due to the volume of traffic and busy intersections;
- Commented on the elimination of the overhead pedestrian bridge from area plans due to financial constraints;
- Noted that employment will be adversely affected by the closure of the hotel and two restaurants currently on the site and that this does not meet the OCP goal for employment in the District;
- Commented on the impact of employment on the North Shore on the volume of vehicle traffic on North Shore bridges;
- Expressed opposition to the proposed density of the project and to the statement in the staff report that density in excess of that designated in the OCP is supportable, stating that those decisions are for Council rather than staff;
- Commented on the designs of the Sentinel and Park West developments near the property, noting that the proposal does not fit with the narrower design of the other projects; and,
- Questioned the characterization of the proposal as having been improved when the tower is much higher than was presented during the development of the OCP.

5.11. Mr. Foad Faridian:

- Spoke in support of the proposal;
- Advised that he is a resident and business owner in the District;
- Noted that many of his twelve employees are young and commute for an hour a day to and from communities including Burnaby and Coquitlam;
- Commented on the challenges experienced by his staff in finding homes to rent or purchase on the North Shore;
- Expressed support for the amount of rental housing in the proposed development as well as the Rent-to-Own units and Locals First program;
- Commented on his adult children's difficulty finding housing on the North Shore;
- Stated that housing affordability on the North Shore has become a crisis; and,
- Commented on the lower proposed rental rates than for comparable in the District.

5.12. Mr. Juan Palacio:

- Commented on the definition of affordability, noting that it has been defined as thirty percent of income;
- Advised that affordable rent for an income of \$30,000 per year is \$750 per month and an income of \$44,000 per year would be required for an affordable rental rate of \$1,100 per month;
- Compared the percentage of income required for the range of proposed rental rates;
- Opined that lower income residents are not accommodated by this proposal;
- Acknowledged that rental rates are lower than elsewhere and opined that they should not be characterized as affordable; and,
- Noted that many young adults have lower incomes, leaving these residents with the options of living with parents or leaving the District.

The Public Hearing recessed at 8:39 p.m. and reconvened at 8:47 p.m.

5.13. Mr. Bhavya:

- Questioned the nature of the donations given to Council members that were raised by a previous speaker.

Mayor Little clarified that the donations were made during a municipal election and complied with the legislation, were publicly disclosed in accordance with the legislation and proactively disclosed by members of Council at First Reading.

5.14. Mr. Peter Teevan, SPEAKING FOR A SECOND TIME:

- Commented on staff's floor space ratio (FSR) calculation, noting that he has performed his own calculations;
- Stated that the calculation used by staff includes park and road space, which reduces the overall to FSR on the site, which allowed for an increased height of fifteen floors for the tower;
- Questioned the market values of the lower floors vs higher floors, noting that higher floors will be sold at a higher price due to better views;
- Stated that the site's mixed-use designation in the OCP should require ground-level commercial use with residential uses above ground level;
- Commented on the need for a grocery store and services in the area;
- Suggested lowering the tower height to twenty-three storeys; and,
- Suggested maintaining the roadway and park land as private property rather than transferring title to the District.

5.15. Mr. Hazen Colbert, SPEAKING FOR A SECOND TIME:

- Commended staff for including new information on use of Travelodge site in public hearing presentation;
- Commented on the involvement of the First Nation stakeholder in the temporary housing agreement, stating that they have indicated that there will be no development on the site until 2026;
- Commented on an email from the applicant's consultant regarding the completion of the road system and proposed park; and,
- Opined that the applicant's email is in conflict with the temporary housing agreement.

5.16. Ms. Tina Ebrahimi, SPEAKING FOR A SECOND TIME:

- Commented on traffic on the Lions Gate and Ironworkers Memorial Bridges;
- Opined that the applicant is proposing to alter her strata property without her permission;
- Opined that property values have not fluctuated, they have increased;
- Questioned how members of the public have been blocked from communicating with members of council and commented on access to public officials;
- Opined that the proposed park will obstruct her access to her property;
- Questioned the applicant's statement that they had met with representatives of Woodcroft Estates;
- Complained that the applicant has not communicated with her;
- Questioned if the driveway on her property used to access Marine Drive is proposed to be removed and stated that she would object to this; and,
 - Questioned the proposed rental rates and if storage space would be at an additional cost.

5.17. Ms. Judith Brook, SPEAKING FOR A SECOND TIME:

- Thanked staff for confirming the commercial space will be built to Step 3 of the BC Energy Step Code; and,
- Recommended LCES also be included in commercial building.

5.18. Ms Fari, (translated by Ms. Tina Ebrahimi):

- Commented on Canadian society and expressed her appreciation for the rule of law and that Canada is at peace;
- Expressed surprise that additional infrastructure and roadways are not being built with all the developments in the area;
- Opined that there has been enough construction and development and that they have created access issues; and,
- Requested that Council not approve the application.

5.19. Mr. Corrie Kost, SPEAKING FOR A SECOND TIME:

- Commented on average rental rates in Vancouver;
- Noted substantial increases in rental rates in the region over the past year;
- Questioned if the property at 2030 Marine Drive will have their driveway access to Marine Drive removed; and,
- Expressed concern that virtual participants do not have access to the same video quality of presentations as in-person participants.

Mayor Little advised that the Council Chamber will be renovated in Summer 2022 in order to improve virtual participants' experience.

5.20. Ms. Kathleen Foster:

- Expressed support for development at the site;
- Commented on housing affordability and availability;
- Advised that she is a current resident of Lions Gate Village;
- Expressed concern regarding traffic congestion, access to downtown Vancouver, and the lack of services in the area;
- Noted that use of a vehicle is required to transport groceries and other goods;
- Commented on the need for additional commercial space;
- Commented on obstructions created by current construction projects;
- Expressed concern regarding the number of ingress and egress points to the area and suggested another is necessary;
- Expressed support for cycling and bus lanes;
- Noted that many young families are moving into new buildings in the area; and,
- Opined that increasing housing to address the housing crisis will create an infrastructure crisis.

5.21. Ms. Tina Ebrahimi, SPEAKING FOR A THIRD TIME:

- Commented on the proposed HOV lane on Marine Drive;
- Requested that the District clarify circulation issues for the area;
- Commented on the existing private property easements in the area; and,
- Disagreed with District staff's statement that the District does not have the authority to become involved in the private property dispute between her property and the adjacent neighbour at 1633 Capilano Road and that the dispute involves bylaw violations that the District could enforce.

5.22. Mr. Ebrahimi:

- Commented on private property rights regarding the dispute between 2030 Marine Drive and the owners of the development at 1633 Capilano Road.

5.23. Mr. Peter Teevan, SPEAKING FOR A THIRD TIME:

- Commented regarding Community Amenity Contributions and other developer contributions;
- Commented on the location of the proposed park, noting that the park will be in shadow most of the time
- Opined that the park will be a private amenity that will only serve the owners and tenants on the site;
- Opined that the new public road will only serve the private properties in the development;
- Opined that members of the public will not travel to the area to visit the café;
- Questioned the public value of the park and roadways and opined that they are not public amenities;
- Commented on the cost of maintenance and replacement of the proposed public amenities;
- Commented on stormwater and the integrated stormwater management plan;
- Opined that the proposed donation of land is being used to circumvent regulations; and,
- Suggested asking Woodcroft Estates and the Lions Gate Community Association if their residents would use the proposed amenities.

5.24. Mr. Corrie Kost, SPEAKING FOR A THIRD TIME:

- Commented on rental rates in the region; and,
- Opined that rents will be higher than proposed and that they should be recalculated.

5.25. Mr. Foad Faridian SPEAKING FOR A SECOND TIME:

- Commented on the impact of immigration on population growth in the region, noting that some will come to the North Shore and will need housing;
- Opined that limiting development will increase housing prices and that more housing needs to be built; and,
- Commented on traffic issues and encouraged council to work with other levels of government to address these issues.

5.26. Mrs. Ebrahimi:

- Commented on an ongoing dispute with the owners of the property on the other side of her commercial property at 2030 Marine Drive regarding a wall;
- Queried how others would react if they returned home to find someone had built a wall on their property without their permission; and,
- Expressed concern regarding the traffic impacts of additional residents in the area, noting parents will need to drive their children to school.

In response to a question from Council, staff clarified that the disputed wall raised by the property owners at 2030 Marine Drive is on the opposite side of their property at 1633 Capilano Road and is not located on the subject property or owned by the applicant. Staff advised that the owners' concerns have been passed along to the property owner of 1633 Capilano Road and that staff have encouraged the two parties to work together to resolve their dispute. Staff further advised that the District does not have authority to become involved in the private property dispute.

In response to a question from Council, staff advised that the properties that are the subject of the Public Hearing are owned by Marvel Developments (Lions Gate Village) Ltd., Inc. No. BC0984524, as recorded by the Land Title and Survey Authority of British Columbia. The directors are listed by BC Registry Services as Rahim Fakhari and Sara Fakhari.

In response to a question from Council, the applicant advised that the Locals First Program would apply to initial purchasers, with the units to be offered under this program for a two-month period at a five percent discount before being offered to the general public. The program would not apply to resales.

In response to a question from Council, staff advised that the commercial component of the development is proposed to be constructed to Step 3 of the BC Energy Code with LCES and that there was a typographical error in the Report to Council. The floor area of the proposed café is 574 square feet.

In response to a question from Council, staff advised that 2030 Marine Drive will have access to the public new road if the project is constructed and that neither of the two existing vehicle access points for 2030 Marine Drive would be altered. The access to the property via Marine Drive would remain unchanged and the rear driveway would be accessed via the new public road.

In response to a question from Council, staff advised that sixty-one parking spaces would be dedicated to market rental units and twenty-seven spaces to non-market rental units.

In response to a question from Council, staff advised that income ranges are used to determine eligibility for non-market rental units and are adjusted for inflation. While it is rare that residents would be required to move out due to income increases, it could be necessary to ensure fairness if their income increased significantly. Should that happen, the residents would be given six months notice and they could be relocated within the same property or to a different property, depending on the housing provider.

In response to a question from Council, the applicant advised that the approximate cost for strata units in the adjacent development, Park West, has been approximately \$1,350 per square foot over the past two years and that prices would be similar if the units were being offered now. He noted that real estate prices fluctuate and that estimating sale prices in eighteen months time is not currently possible.

In response to a question from Council, staff advised that, if constructed, the development would be the highest tower in this area of the District of North Vancouver, although the International Plaza, located nearby, outside of the District's jurisdiction, is twenty-eight storeys. Other nearby residential towers include Sentinel at twenty-six storeys, Park West at twenty-three and nineteen storeys, and Capilano Residences at twelve storeys.

In response to a question from Council, the applicant advised that rental units will be smaller, so percentage of square footage will be smaller than the percentage of units.

In response to a question from Council, the applicant advised that the proposed development is twenty-seven percent rental by floor area.

In response to a question from Council, staff clarified that the property at 2030 Marine Drive's rear driveway is currently accessed via an easement on private property and that the driveway would

be accessed directly via the proposed new public road. The property's access to Marine Drive would not change.

In response to a question from Council, staff advised that the commercial component is proposed to be built to Step 3 of the BC Energy Step Code with LCES.

In response to a question from Council, the applicant advised that no gas connections are proposed and that all heating, cooling and cooking will be fossil fuel-free. He noted that further consultation with a mechanical engineer is required to confirm that there is no need to have a gas connection for a backup generator which, if needed, would be sized appropriately to its intended use and not for the whole development.

6. COUNCIL RESOLUTION

MOVED by Councillor BACK

SECONDED by Councillor HANSON

THAT the June 7, 2022 Public Hearing is closed;

AND THAT "District of North Vancouver Rezoning Bylaw 1419 (Bylaw 8573)" be returned to Council for further consideration.

CARRIED
(10:10 p.m.)

CERTIFIED CORRECT:


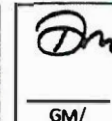

Confidential Council Clerk

AGENDA INFORMATION

- ☐ Regular Meeting
☐ Other:

Date: May 9, 2022

Date: _____


Dept.
Manager
GM/
Director
CAO

The District of North Vancouver REPORT TO COUNCIL

April 28, 2022

Case: PLN2018-00037

File: 08.3060.20/037.18

AUTHOR: Kevin Zhang, Development Planner**SUBJECT:** Bylaws 8573, 8574, 8575, 8576, and 8577: Rezoning and Housing Agreements for a Mixed-Use Development at 2050 - 2070 Marine Drive and an Unaddressed Lot

RECOMMENDATION

THAT "District of North Vancouver Rezoning Bylaw 1419 (Bylaw 8573)" is given FIRST Reading;

AND THAT "Housing Agreement Bylaw 8574, 2022 (2050 Marine Drive – Market Rental Housing)" is given FIRST Reading;

AND THAT "Housing Agreement Bylaw 8575, 2022 (2050 Marine Drive – Non-Market Rental Housing)" is given FIRST Reading;

AND THAT "Housing Agreement Bylaw 8576, 2022 (2050 Marine Drive – No Rental Restrictions – North Site)" is given FIRST Reading;

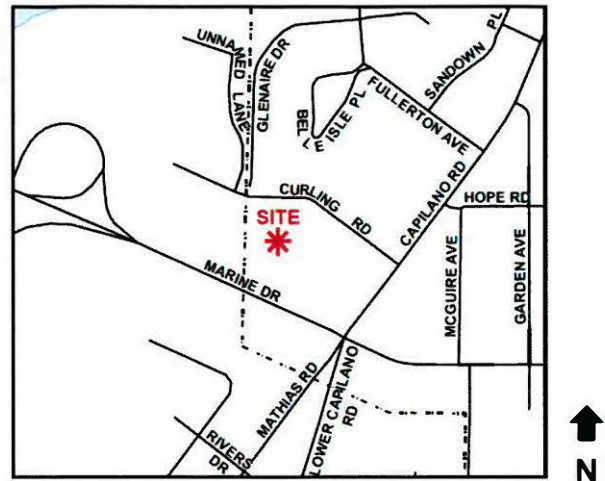
AND THAT "Housing Agreement Bylaw 8577, 2022 (2050 Marine Drive – No Rental Restrictions – South Site)" is given FIRST Reading;

AND THAT Bylaw 8573 is referred to a Public Hearing.

REASON FOR REPORT

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

- Bylaw 8573 to rezone the subject property (**Attachment 2**);
- Bylaw 8574 to authorize a housing agreement to secure all market rental units (**Attachment 3**);
- Bylaw 8575 to authorize a housing agreement to secure all non-market rental units (**Attachment 4**).
- Bylaw 8576 to authorize a housing agreement to ensure all future owners of the North Parcel strata units are eligible to rent their units (**Attachment 5**).
- Bylaw 8577 to authorize a housing agreement to ensure all future owners of the South Parcel strata units are eligible to rent their units (**Attachment 6**).



Rezoning Bylaw 8573 and the Housing Agreement Bylaws are recommended for introduction and Rezoning Bylaw 8573 is recommended for referral to a Public Hearing. A Development Permit would be forwarded to Council for consideration if the rezoning is adopted by Council.

BACKGROUND

The development proposal for 2050 Marine Drive was presented to Council at an Early Input Opportunity on November 23, 2020. At the meeting, Council commented on a variety of issues including affordability, traffic impacts, and demands on local infrastructure. A motion was passed that Council was not supportive of the rezoning application as proposed, and that the applicant revise their proposal.

In response, the applicant revised their proposal to reduce the tower height, increase the number of non-market rental units, increase the number of market rental units, and include a café and other opportunities for social integration. This revised application was considered by Council on July 19, 2021, and Council directed staff to prepare the necessary bylaws for consideration.

SUMMARY

Marvel Developments (Lions Gate Village) Ltd. has applied on behalf of the owners of 2050 - 2070 Marine Drive and an unaddressed lot to redevelop the existing commercial and hotel buildings to create a mixed-use development with 53 m² (574 sq. ft.) of commercial space and a total of 330 residential units:

- 212 market strata units (of which 8 are rent to own),
- 77 market rental units, and
- 41 non-market rental units.

The proposal includes three buildings: a 27-storey building containing the strata and market rental units, a 4-storey building containing the non-market rental units, and a 9-storey building with strata units (Attachment 1).

Image to Right: Bird's-Eye View from Marine Drive looking North



Site and Surrounding Area

The development site is approximately 1.05 hectares (2.6 acres) in size and is comprised of 4 commercial lots.

The site is located along the District's boundary with West Vancouver, bound by Marine Drive on the south and Curling Road on the north. Surrounding properties include townhomes to the north, mixed-use and office developments to the east, and Marine Drive to the south.

Currently located on the site are Travelodge Hotel by Wyndham Vancouver Lions Gate, Pho Japolo restaurant, and Denny's restaurant.

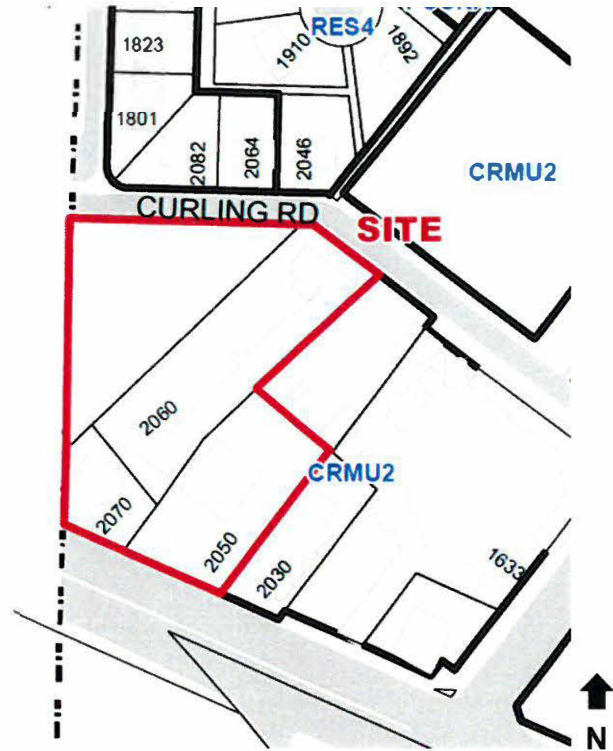


EXISTING POLICY

Official Community Plan

The Official Community Plan (OCP) designates the site as “Commercial Residential Mixed-Use Level 2” (CRMU2) which envisions medium density commercial and residential mixed-use development at a density of up to approximately 2.5 floor space ratio (FSR).

At approximately 2.75 FSR, the proposal slightly exceeds the density of the OCP designation by 0.25 FSR. Section 2.5 of the OCP states that the FSR associated with the OCP designations provides guidance regarding the general massing and approximate density of a development. Council can consider, with a public hearing, density over and above that indicated in the OCP designation on a case-by-case basis where the proposed development is otherwise consistent with the objectives and policies of the OCP. In this case, the proposed 0.25 FSR above that permitted in the OCP designation represents a modest increase beyond the maximum, reflects the floor area of the proposed non-market rental units, and is therefore supportable.



The proposal is consistent with the following policies of the District's OCP:

- Policy 5.2.4 “Encourage pedestrian-friendly features, public realm improvements, and accessibility for people of all abilities in the design of major developments”
- Policy 7.2.3 “Encourage the retention of existing and the development of new, rental units through development, zoning, and other incentives”
- Policy 7.3.1 “Reflect District housing priorities through an appropriate mix, type and size of affordable housing”
- Policy 7.3.3 “Apply incentives (including, but not limited to density bonussing, pre-zoning and reduced parking requirements) as appropriate, to encourage the development of affordable housing”

Targeted Official Community Plan Review Action Plan 2021-2030

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 the Lions Gate Village Centre. It also delivers key public amenities such as a new road, a new neighbourhood park, and new pedestrian connections

Priority Action #2: *Advocate for infrastructure and service improvements, such as Rapid Transit, to get our key transportation networks moving better*

The project includes offsite improvements that improve the movement of pedestrians, cyclists, transit, and vehicles along this portion of Marine Drive.

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

The project proposes that 36% (118 units) of the residential units are rental in tenure (13% as non-market rental units and 23% as 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 Lions Gate Village Centre and includes a range of residential units, strata apartments, non-market rental apartments, and market rental apartments. All of these units 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 a new road through the development along with pedestrian and cycling connections in all directions.

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

The 4-storey non-market rental building is proposed to achieve “Passive House” certification while the remaining residential component of the development will be built to “Step 3” of the BC Energy Step Code with a low-carbon energy system. The commercial component will be built to “Step 1” of the Step Code.

Lower Capilano (Lions Gate) Marine Village Centre Implementation Plan and Lions Gate Public Realm and Design Guidelines

The project has been reviewed against the Lower Capilano (Lions Gate) Marine Village Centre Implementation Plan (Implementation Plan) and the Lions Gate Public Realm and Design Guidelines. The project achieves the public realm objectives and provides a dedicated road, which will connect to Glenaire Drive, Curling Road, and a yet-to-be-named new road. This new road will be an important connecting feature within the Lions Gate Village Centre. This proposal also delivers the Curling Road Park planned south of Curling Road.

The proposal is being considered in the context of the approved Lions Gate Plan which identifies a mix of building heights of up to 20 storeys for this site. The proposal includes a mix of building heights at 4, 9, and 27 storeys. While the proposed tower as proposed at 27-storeys is higher than anticipated in the Implementation Plan, staff are supportive of the height given the significant amount of land dedications (44% of gross area), the neighbouring buildings which range in height from 23 to 26 storeys, and achieving the District's urban design goals while completing the important Curling Road Park and road network.

District of North Vancouver Transportation Plan

- Transit
 - The proposal increases residential density in a Key Growth Area, adjacent to an existing Frequent Transit Network.
- Walking and Cycling
 - The proposed offsite improvements include walking and cycling improvements along the site frontages.

Rental and Affordable Housing Strategy

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

Goal 1: Expand the supply and diversity of housing

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

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

The project proposes that 36% of the residential units are rental in tenure (13% as non-market rental units and 23% as market rental units).

Council Directions 2019-2022

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

Key Issue - Mobility: *Pursuing the options we have available to reduce congestion and increase alternatives, while vigorously championing our residents' needs in dialogue with regional partners, will be our measure of success.*

Locating housing in close proximity to commercial areas and frequent transit, provides opportunities to reduce transportation demands and facilitate alternative modes of transportation. The proposal also includes new transit and bicycle infrastructure along Marine Drive.

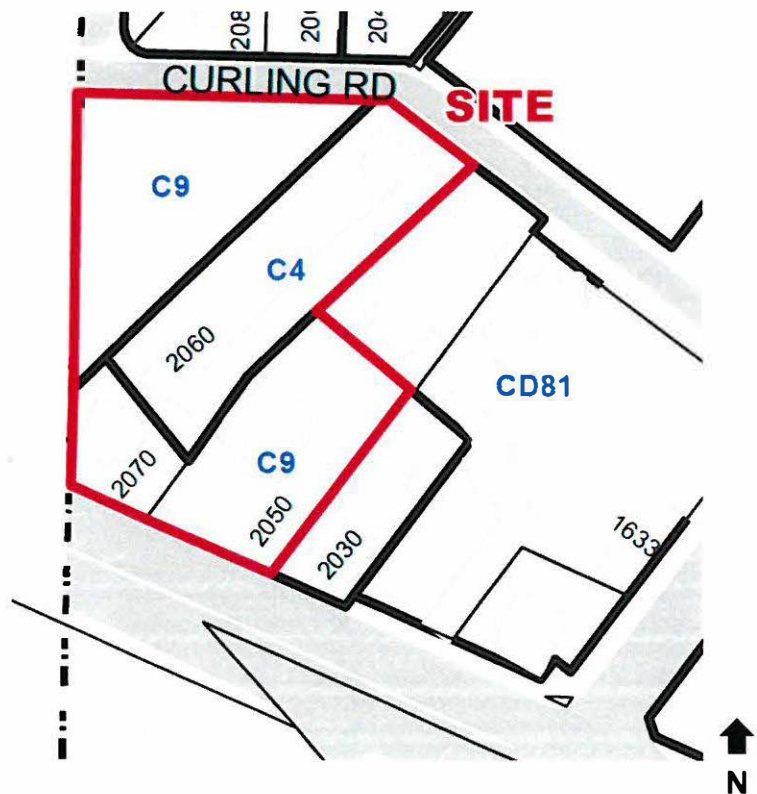
Key Issue - Housing: *Increasing housing diversity and addressing affordability through projects that deliver rental housing for low and moderate income earners and for those in need of social housing.*

The project includes 41 non-market rental units, with rents ranging from 18% to 30% below the median 2021 rents for the District.

Zoning

The subject properties are currently zoned a mix of Marine Drive Commercial Zone (C9) and Tourist Commercial Zone (C4). Rezoning is required to accommodate the project and Bylaw 8573 proposes to create a new Comprehensive Development Zone 142 (CD142) tailored specifically to this project. The proposed CD142 zone prescribes permitted uses and zoning provisions such as base density, a maximum density of 2.75 FSR with delivery of CACs, building heights, setbacks, and parking requirements.

All subject properties are currently subject to "siting area maps" in the Zoning Bylaw. Siting Area Map C/1 is proposed to be amended as per Bylaw 8573 to reflect the rezoning proposal.



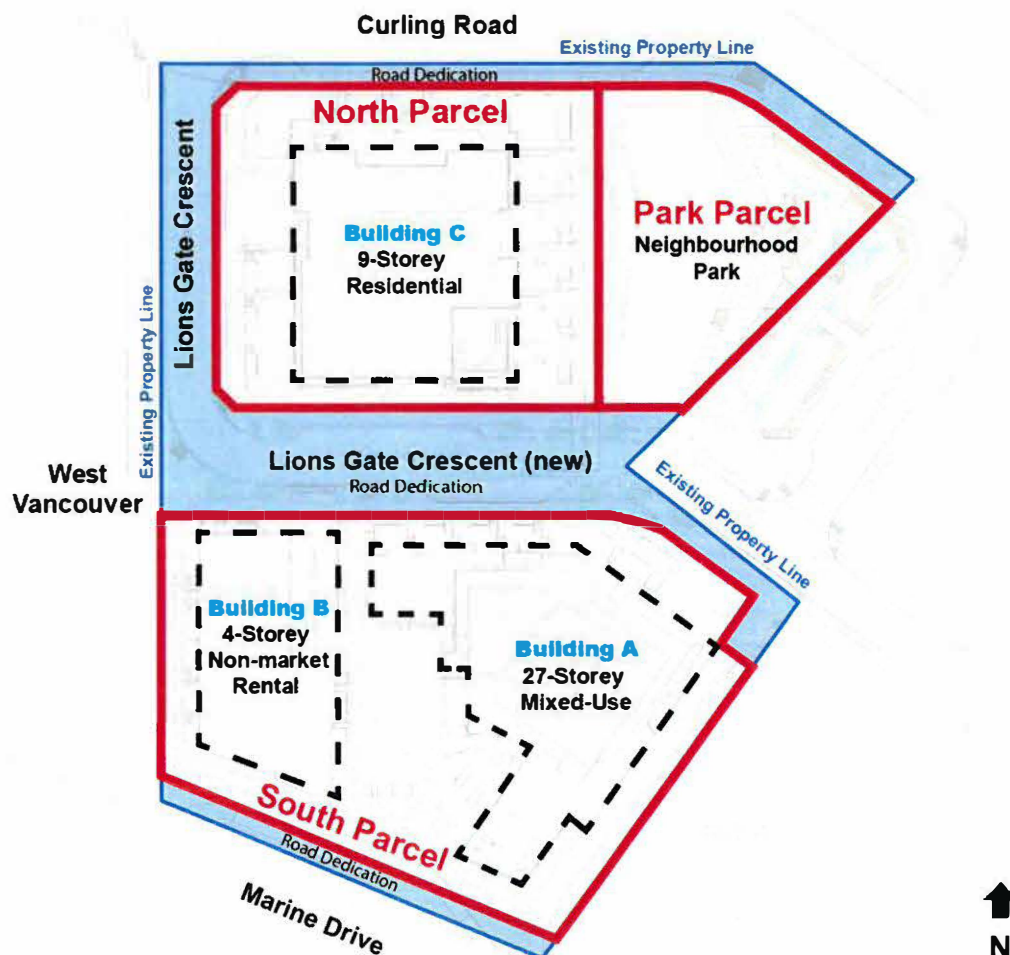
Existing Zoning Map

ANALYSIS

Site Plan and Project Description

The proposal is for a mixed-use development with 53 m² (574 sq. ft.) of commercial space and a total of 330 residential units, including 212 market strata units, 77 market rental units, 41 non-market rental units. Over one-third of the residential units in this development (118 units) are proposed as rental. The subject site is proposed to be consolidated and then subdivided into 3 “Parcels” as per the list and site plan below:

- South Parcel
 - Building A: a 27-storey commercial and residential mixed-use building with 158 strata units and 77 market rental units; and
 - Building B: a 4-storey residential building with 41 non-market rental units.
- North Parcel
 - Building C: a 9-storey residential building with 54 strata units.
- Park Parcel
 - A neighbourhood park on an independent parcel of land to be transferred to the municipality.



Site plan showing proposed subdivision, dedications, three buildings, and a neighbourhood park

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

Tenure	Studio	1 bed	2 bed	3 bed	Total
Strata	-	65	90	57	212
Market Rental	7	35	35	-	77
Non-Market Rental	8	8	21	4	41
Total	15 (5%)	108 (33%)	146 (44%)	61 (18%)	330

Approximately 62% of the total units are 2-bedrooms or larger, and considered suitable for families.

The proposed development is located in the Lions Gate Village Centre, at the western gateway to the District of North Vancouver. The rendering below highlights the proposal within the context of existing buildings and developments currently under construction.



Rendering of neighbouring context looking North

Housing Proposal

The proposal includes a variety of housing components including:

- 41 non-market rental units,
- 77 market rental units,
- 8 rent-to-own units, and
- 48 locals-first units.

Arrangements to provide and operate these rental units and sales programs will be secured through the development covenant and housing agreements.

Non-Market Rental Units

The 41 non-market rental units located in "Building B". The applicant is targeting rents for the non-market units to be 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 (2021), District of North Vancouver median rents (2021), and proposed non-market unit rents are shown in the table below for reference. This building is proposed to be built to "Passive House" standards to optimize occupant comfort and minimize operating costs.

Non-Market Rental Units	Number of Units	Metro Vancouver median rents (2021)	Proposed Rent (Comparison with Metro Median)	DNV median rents (2021)	Proposed Rent (Comparison with DNV Median)
Studio	8	\$1,300	\$1,100 (-15%)	\$1,348	\$1,100 (-18%)
1 bedroom	8	\$1,400	\$1,200 (-14%)	\$1,650	\$1,200 (-27%)
2 bedroom	21	\$1,720	\$1,525 (-11%)	\$2,104	\$1,525 (-28%)
3 bedroom	4	\$1,952	\$1,725 (-12%)	\$2,480	\$1,725 (-30%)
Total	41				

These rental rates offer significant discounts when compared to both Metro median and District median rents for all apartment and ground oriented rental stock.



Building B: Non-Market Rental Building – East Elevation

Market Rental Units

The 77 market rental units located in “Building A” are comprised of 7 studios, 35 one-bedroom units, and 35 two-bedroom units.

Workforce Housing

The proposal presented to Council at Early Input on November 23, 2020 included 11 Workforce Housing units. The applicant has removed these units due to legal limitations but will continue to work with staff to explore mechanisms for implementing this component of the project. For now, these are standard strata units.

Rent to Own Units

It is proposed that 8 strata units (4 one-bedroom and 4 two-bedroom) be sold through a “rent-to-own” program with the units geared toward first-time home buyers. The future purchasers would be required to live in the unit for two-years, paying market rents to the developer as well as strata fees. At the end of the two-year period, the developer would return 100% of the rent collected to each purchaser for use as a down payment to purchase the unit they were occupying. This arrangement will be secured by a section 219 covenant.

Locals-First Units

The applicant is voluntarily proposing a locals-first program. Under this program, it is proposed that a minimum of 48 strata units (20 one-bedroom, 20 two-bedroom, and 8 three-bedroom) are marketed to “locals-first”. Prior to offering the units on the open market, the developer will offer the 48 units at a 5% discount below the standard list prices. The units will be available at this discount only to residents of the District of North Vancouver and City of North Vancouver and for a period of 60 days, following which the units will be offered on the open market.

Lock-off Suites

It is proposed that 21 strata units will contain lock-off suites, providing the ability to have a mortgage-helper in a condominium settings.

Development Permits

The site is in the following Development Permit Areas:

- Form and Character of Commercial and Mixed-Use Buildings; and
- Energy and Water Conservation and Green House Gas Emission Reduction.

Form and Character of Commercial and Mixed-Use Buildings

The proposal is consistent with the OCP Design Guidelines for Commercial and Mixed-Use Buildings, the Lower Capilano Marine Village Centre Implementation Plan, and the Lions Gate Public Realm Strategy.

Advisory Design Panel

The application was considered by the Advisory Design Panel (ADP) on May 24, 2018 and the Panel recommended approval of the project subject to addressing the Panel comments. The applicant has addressed the Panel's comments by revising the tower height and massing, improving pedestrian links, and refining the design of the non-market rental building.

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.

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:

- Residential units are proposed to be serviced with fossil-fuel free mechanical systems.
- The 4-storey non-market rental building is proposed to achieve "Passive House" certification.
- The residential components of the building will be built to "Step 3" of the BC Energy Step Code with a low-carbon energy system, and the commercial component will be built to "Step 1".

- The proposal aims to reduce single-occupant vehicle emissions by providing enhanced cycling facilities, through its location in close proximity to transit, and by supporting use of electric vehicles with charging infrastructure.

Landscaping

A conceptual landscape plan has been submitted with the rezoning application showing a courtyard, a new neighbourhood park, and public realm areas along adjacent streets. Other significant features include shared and private rooftop patios, green roofs, and small plazas with pedestrian furniture and a fountain.

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



Conceptual Landscape Plan

Accessibility

The proposal fulfils the requirements of the District's Accessible Design Policy for Multifamily Housing as 100% of the apartment units (330 units) meet the 'Basic Accessible Design' criteria and 6% of the apartment units (19 units) meet the 'Enhanced Accessible Design' criteria.

Vehicle Parking

Vehicle parking is proposed in a three-level underground garage for the south parcel, and a two-level underground garage for the north parcel. Both underground garages are accessed from the new Lions Gate Crescent.

Part 10 of the Zoning Bylaw requires a total of 610 parking stalls for residential and commercial uses (including visitor stalls). This proposal has undertaken a parking needs assessment in conjunction with the District's "Alternative Vehicle Parking Rates Policy" and is proposing a total of 373 parking stalls.

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 proposed 373 parking stalls complies with this policy. The parking provision is detailed as follows:

Parking (South Parcel)	Stalls per Residential Unit	Total Stalls
Residential	0.891	246
Residential Visitor	0.101	28
Commercial	N/A	2
Total	0.993	276

Parking (North Parcel)	Stalls per Residential Unit	Total Stalls
Residential	1.685	91
Residential Visitor	0.111	6
Total	1.796	97

Grand Total	1.021	373
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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 IBI Group that supports the proposed parking rate.

The proposed TDM features include proximity to frequent (rapid bus) transit, shared parking with commercial and residential visitor, and unbundled parking.

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

Proposed universal parking for the residential and commercial project components will comply with the District's Accessible Design Policy for Multi-Family Housing and the Zoning Bylaw. A total of 16 universal parking spaces are proposed.

Staff are supportive of the proposed parking as the site is well-served by frequent transit along both Marine Drive and Capilano Road, is located in the heart of the Lions Gate Village Centre, and the overall plan for the Lions Gate Village Centre includes numerous long-term transportation improvements for pedestrians and cyclists.

Bicycle Parking

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; and
- A minimum of 1 space for each 250 square metres of gross floor area.

The applicant is proposing to provide bicycle parking at a rate of approximately 1.81 long-term secure bicycle storage spaces per residential dwelling unit and 0.11 "Class 2" short-term bicycle storage spaces per residential dwelling unit for a total of 634 bicycle parking spaces. The proposed bicycle parking rate is compliant with the bicycle policy requirement. All secure residential bicycle storage will include access to Level 1 electric bicycle charging in accordance with the Bicycle Parking and End-of-Trip Facilities Policy. A detailed breakdown of the bicycle storage proposed is provided in the tables below and on the next page.

Bicycle Parking (South Parcel)	Class 1 (Long Term) – Secure Bicycle Storage	Class 2 (Short Term) – Bicycle Storage	Total Stalls
Residential	491	28	519
Commercial	1	1	2
Total	492	19	521

Bicycle Parking (North Parcel)	Class 1 (Long Term) – Secure Bicycle Storage	Class 2 (Short Term) – Bicycle Storage	Total Stalls
Residential	108	5	113
Total	108	5	113

Grand Total	600	34	634
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Bicycle repair rooms are proposed in both the South Parcel and North Parcel underground parking garages. Bicycle repair 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 requirements for bicycle parking are secured in the proposed CD 142 zone. Overall, the bicycle parking proposed, the proximity to transit service, and the pedestrian and cycling infrastructure improvements proposed will help to support alternate transportation options for residents and visitors to the project.

Off-site improvements

The application includes improved street frontages with street tree plantings and streetlight upgrades, pedestrian lighting, curb, gutter, and paving improvements, along the existing and proposed roadways adjacent to or within the development.

The proposal includes dedications of approximately 44% of the site for public infrastructure. These significant dedications deliver the following:

- A 4.1 m (13.5 ft.) wide highway dedication along Marine Drive to accommodate improved transit and pedestrian infrastructure,
- A 16 m (52.5 ft.) wide highway dedication through the site for the construction of a new public road (Lions Gate Crescent),
- A 3.46 m to 5 m (11.4 ft. to 16.4 ft.) wide highway dedication along Curling Road for improved sidewalks, and
- A 7.5 m (24.6 ft.) wide highway dedication along a portion of the eastern property line which will provide improved road access for the easterly neighbour.

In addition, the design includes a new neighbourhood park (see image on Page 13) on land that is proposed to be transferred to the District. Detailed design of the neighbourhood park will be finalized through the Parks Department, with public input.



Rendering of new Neighbourhood Park looking west

The estimated total value of off-site works (engineering and landscaping) is \$2,673,000. 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.

The project will also pay Development Cost Charges at the applicable rate at the date of Building Permit submission should the rezoning be successful.

Community Amenity Contribution

The District's Community Amenity Contribution (CAC) Policy outlines expectations for contribution for projects which result in an increase in density. In addition to the other amenities noted in this report, a cash CAC of \$3.4 million is included in the proposed CD142 Zone. It is anticipated that the CACs from this development will be directed toward the affordable housing fund; park and trail improvements; public art; or other public realm infrastructure improvements.

Financial Impacts

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

- 77 market rental units;
- 41 non-market rental units;
- Off-site works currently estimated at approximately \$2,673,000;
- Land dedications totalling approximately 4,629 m² (49,828 sq. ft.) including a 4.1 m (13.5 ft.) wide dedicaion along Marine Drive;
- Construction of a new neighbourhood park;
- DCCs estimated at \$4,072,000; and
- CAC of \$3.4 million.

The Plan must outline how the applicant will coordinate with other projects in the area (specifically Sentinel and Park West developments, both currently under construction) to minimize construction impacts on pedestrian and vehicle movement along Monashee Drive and surrounding roadways. Road closures will only be approved for the roadworks and service main upgrades. The CTMP is required to be approved by the District prior to issuance of a building 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 a facilitated Public Information Meeting on May 23, 2018.

Notices were distributed to neighbours in accordance with the District's policy on Non-Statutory Public Consultation for Development Applications. Signage was placed on the property to notify passersby of the meeting, and advertisements were placed in the North Shore News. A webpage was established for this project on the District's website.

The meeting was attended by approximately 52 residents. Some community members expressed support for the proposed market and non-market rental housing, while others commented on parking, traffic, and overall density in the area. The facilitator's report and redacted public input is attached as Attachment 7.

Implementation

Implementation of this project will require a rezoning, and housing agreements, as well as issuance of a development permit and registration of legal agreements.

Bylaw 8573 (Attachment 2) rezones the subject properties from C4 and C9 to a new Comprehensive Development Zone 142 (CD142) 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 8576 and 8577, (Attachment 5 and 6) authorizes the District to enter into a Housing Agreement to ensure that there will be no future restrictions on renting the strata 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 the project will include but are not limited to:

- subdivision plan showing road dedications and park areas;
- statutory rights of ways related to municipal services;
- statutory right of way to secure public access to on-site plaza and courtyard areas;
- development covenant to reference the general form and layout of project and to secure "Passive House" requirement of the 4-storey rental building, covenant/right of ways, allocation of development rights, onsite amenities, adaptable design features, unit mix, construction traffic management plan, transportation demand management measures, electric vehicle charging infrastructure, bicycle facility requirements, storage facilities requirements, universal parking requirements, and recycling and waste management facilities;
- stormwater management covenant;
- covenant to specify that any "unsold" parking spaces be transferred to strata corporation; and
- other documentation as required by the municipal solicitor.

CONCLUSION

This project is consistent with the District's Official Community Plan and the Lower Capilano (Lions Gate) Marine Village Centre Implementation Plan, and the Lions Gate Public Realm and Design Guidelines. In particular, the proposal provides new market and non-market rental housing to support with the District's "Rental and Affordable Housing Strategy" and Council's priority direction regarding rental housing. The project also provides significant community infrastructure and amenities such as a new road, a new neighbourhood park, and community amenity contributions.

This rezoning proposal is now ready for Council's consideration

OPTIONS

The following options are available for Council's consideration:

1. Introduce Bylaws 8573, 8574, 8575, 8576, and 8577 and refer Bylaw 8573 to a Public Hearing (staff recommendation);
2. Refer the project back to staff for further consideration; or
3. Defeat the bylaws at First Reading.

Respectfully submitted,

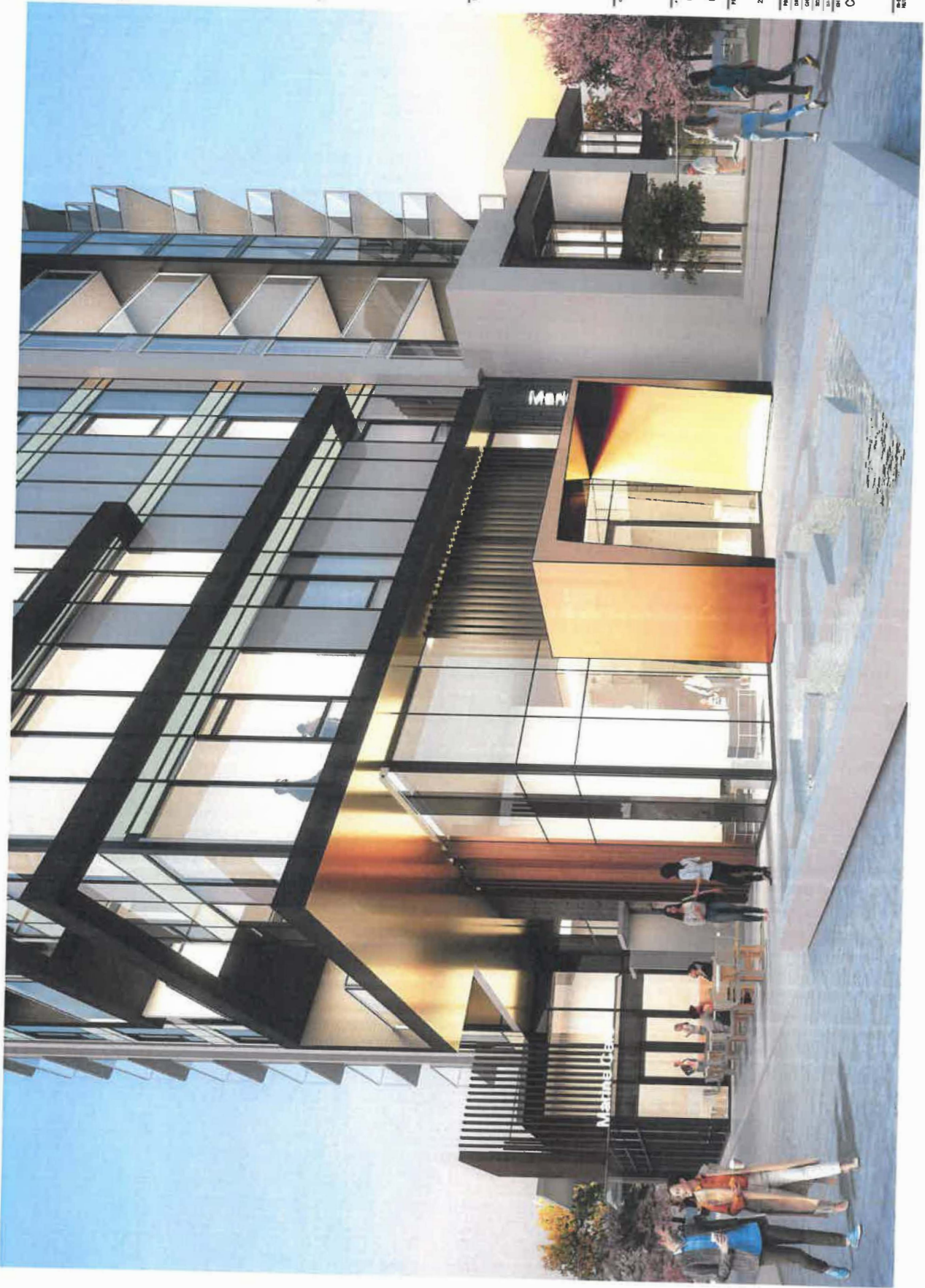


Kevin Zhang
Development Planner

ATTACHMENTS

1. Architectural and Landscape Plans
2. Bylaw 8573 – District of North Vancouver Rezoning Bylaw 1419 (Bylaw 8573)
3. Bylaw 8574 – Housing Agreement Bylaw 8574, 2022 (2050 Marine Drive – Market Rental Housing)
4. Bylaw 8575 – Housing Agreement Bylaw 8575, 2022 (2050 Marine Drive – Non-Market Rental Housing)
5. Bylaw 8576 – Housing Agreement Bylaw 8576, 2022 (2050 Marine Drive – No Rental Restrictions – North Site)
6. Bylaw 8577 – Housing Agreement Bylaw 8577, 2022 (2050 Marine Drive – No Rental Restrictions – South Site)
7. Public Information Meeting Facilitator Report

REVIEWED WITH:		
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<input type="checkbox"/> Development Planning	_____	
<input type="checkbox"/> Development Engineering	_____	
<input type="checkbox"/> Utilities	_____	
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<input type="checkbox"/> Facilities	_____	
<input type="checkbox"/> Human Resources	_____	
<input type="checkbox"/> Review and Compliance	_____	
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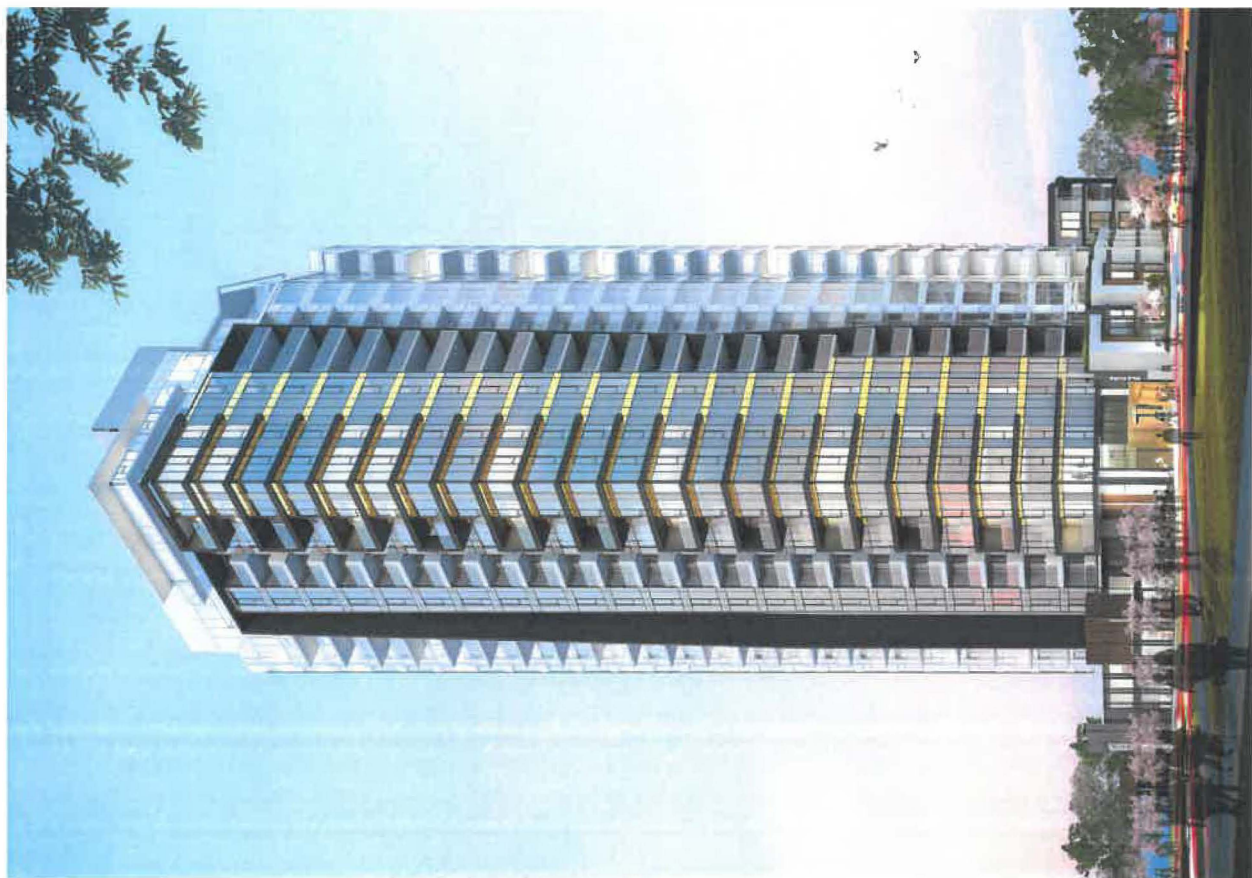
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IBI GROUP

IBI
 100-1000 West Fraser Street
 Vancouver, BC V6E 2K6
 Tel: 604.681.1111
 Fax: 604.681.1112
 www.ibigroup.com

PROJECT: Lions Gate
 2550, 2000, 2010, 2015 & 2000 Culling
 North Vancouver, BC
PROJECT NO.: 11197
DATE: 11/19/13
CLIENT: [illegible]
DESIGNER: [illegible]
SCALE: [illegible]
PROJECT NO.: [illegible]

CHMENT
COVER DRAWING
DP0-00



COPIES WANTED:
any companies or individuals in any position who are seeking help should a tragedy, natural disaster and/or political disaster occur would appreciate. Companies and individuals who are responsible for all companies and individuals in the US and all Group facilities. Beyond of any individual has the authority and permission to send in the results. They should send the results to the US Coast Guard for further information and supply information.

NAME	DATE	TIME
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FOR OR CLIP
3415 100-1761 Wood Pender Street,
Vancouver BC V6B 4B1 Canada
tel (604) 683-7797 fax (604) 683-0882

PIRELLA GÖTTSCHE LOWE

Lions Gate
205-0_2060, 2070 Marine Dr & 2000 Carling
Road
North Vancouver, BC

PROJECT NO.	111110
CLIENT	ASAP
LOCATION	Chander
DATE	11/11/11

TOWER_EAST RENDER VIEW

DP0-01

CLIENT

THE ARCHITECT
1000 West 1st Avenue, Suite 1000
Vancouver, BC V6C 1A8
Tel: 604.681.1111
Fax: 604.681.1112
www.the-architect.com

DATE: 10/10/2018
DRAWN: 10/10/2018
CHECKED: 10/10/2018
SCALE: 1:100

SCALE

SEE COMPLETION

PROJECT
Lions Gate
2050, 2060, 2070, 2080, 2090 & 2100 Culling
North Vancouver, BC
V7P 1A1
DATE: 10/10/2018
DRAWN: 10/10/2018
CHECKED: 10/10/2018
SCALE: 1:100

PROJECT
Lions Gate
2050, 2060, 2070, 2080, 2090 & 2100 Culling
North Vancouver, BC
V7P 1A1
DATE: 10/10/2018
DRAWN: 10/10/2018
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CONTEXT
NEIGHBORHOOD_NE
RENDER VIEW

DATE: 10/10/2018
DRAWN: 10/10/2018
CHECKED: 10/10/2018
SCALE: 1:100

DP0-05



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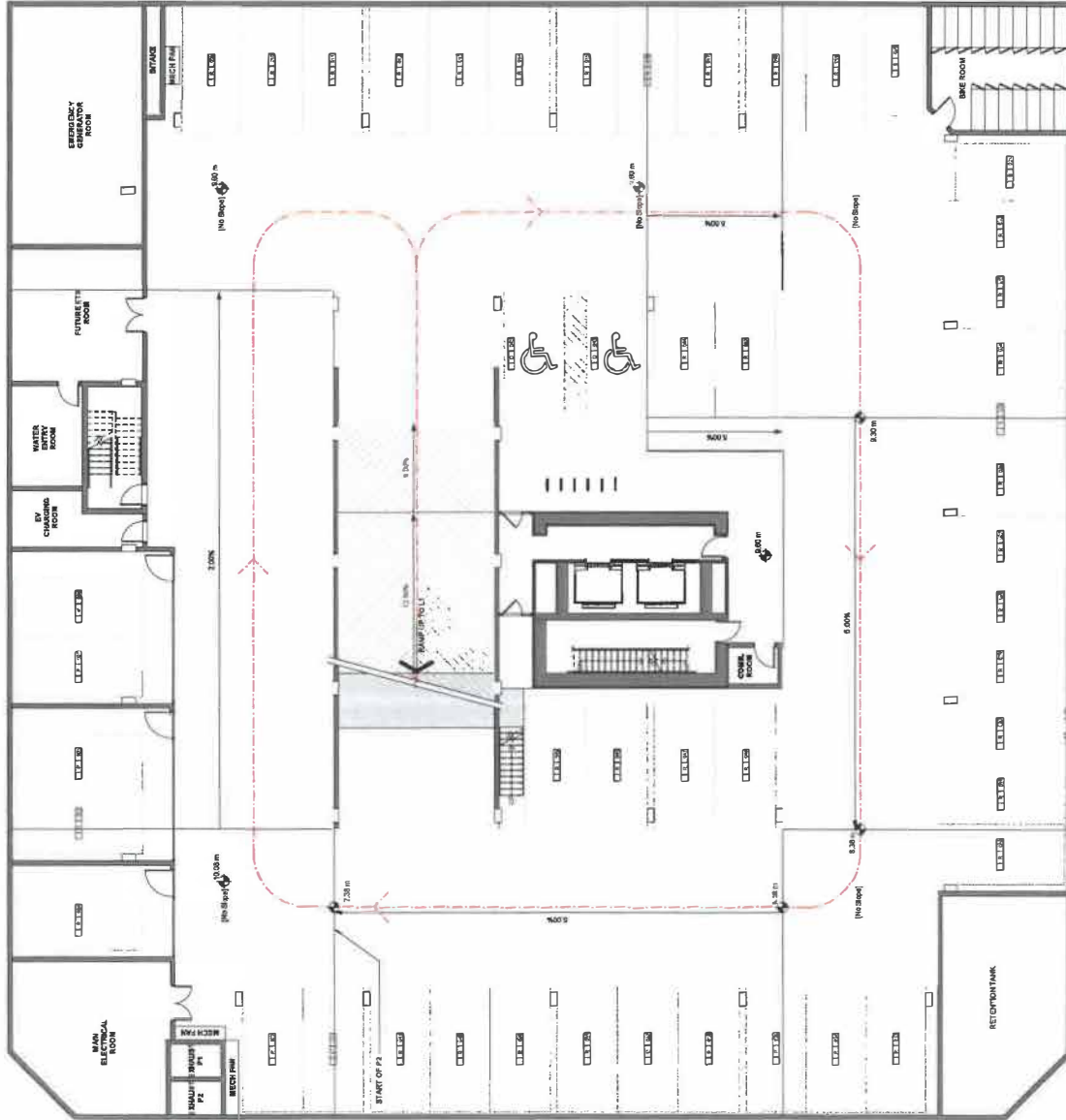
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PARKING NUMBERS (NORTH PARCEL)

Level	Regular	Small	H.C.	Count
P1	46	0	2	48
P2	47	0	2	49
TOTAL	93	0	4	97

BIKE & STORAGE LOCKERS (NORTH PARCEL)

LEVEL	TOTAL	LOCKER TYPE
P1	17	INDIVIDUAL
P2	13	INDIVIDUAL
P3	59	STACKED
P4	59	STACKED
TOTAL	148	HORIZONTAL



LEVEL P1
1/8" = 1'-0"

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PROJECT NO. 111111
SHEET NO. 10 OF 10
SOUTH PARCEL -
FLOOR PLAN LEVEL P3

DATE

DATE

PROJECT NO. 111111
SHEET NO. 10 OF 10
SOUTH PARCEL -
FLOOR PLAN LEVEL P3

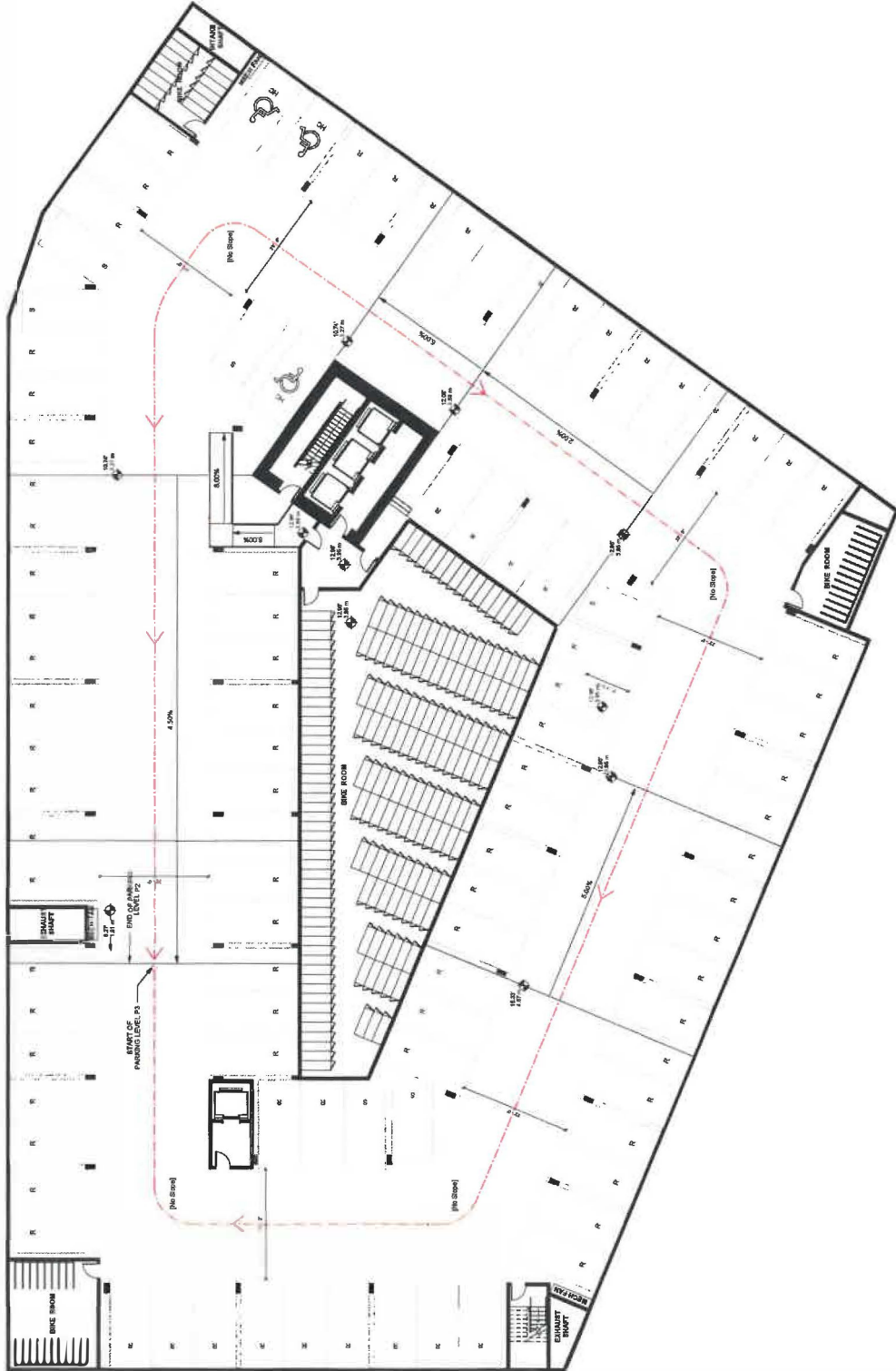
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SOUTH PARCEL -
FLOOR PLAN LEVEL P3

PROJECT NO. 111111
SHEET NO. 10 OF 10
SOUTH PARCEL -
FLOOR PLAN LEVEL P3

PROJECT NO. 111111
SHEET NO. 10 OF 10
SOUTH PARCEL -
FLOOR PLAN LEVEL P3

PROJECT NO. 111111
SHEET NO. 10 OF 10
SOUTH PARCEL -
FLOOR PLAN LEVEL P3

PROJECT NO. 111111
SHEET NO. 10 OF 10
SOUTH PARCEL -
FLOOR PLAN LEVEL P3



1/8" = 1'-0"

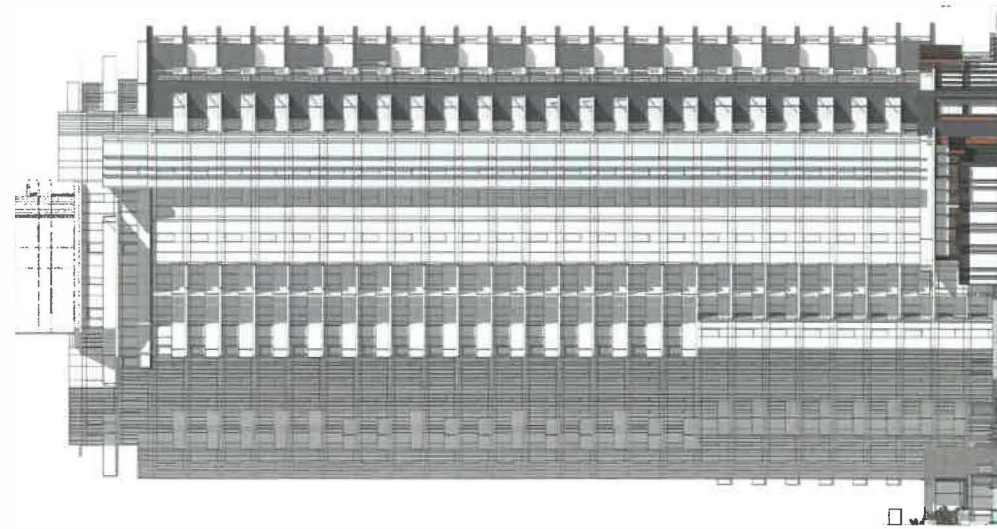
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PROJECT NO. 111111
SHEET NO. 10 OF 10
SOUTH PARCEL -
FLOOR PLAN LEVEL P3

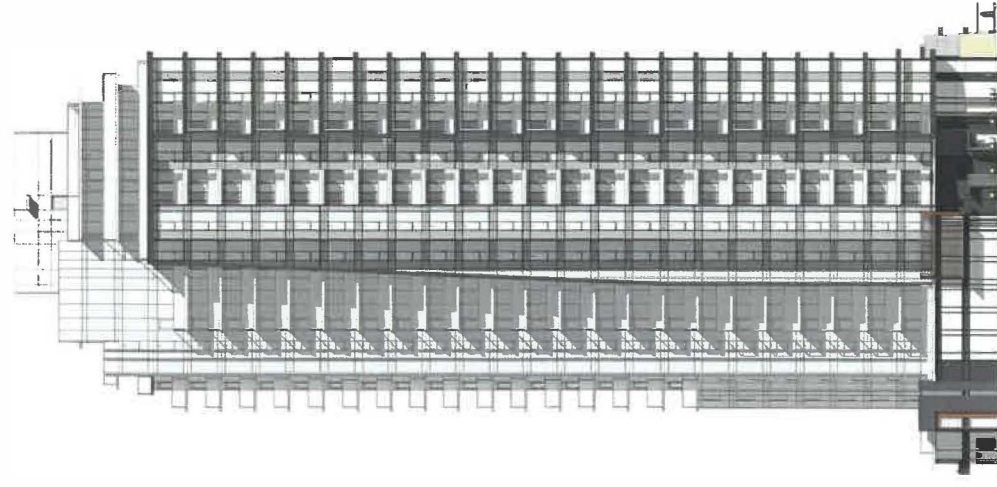
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CONTRACTOR: [Redacted]
ARCHITECT: [Redacted]
ENGINEER: [Redacted]
DATE: [Redacted]

101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000



2 Tower Elevation South West
Scale: 1/8" = 1'-0"



1 Tower Elevation South East
Scale: 1/8" = 1'-0"

DATE: 10/1/2017

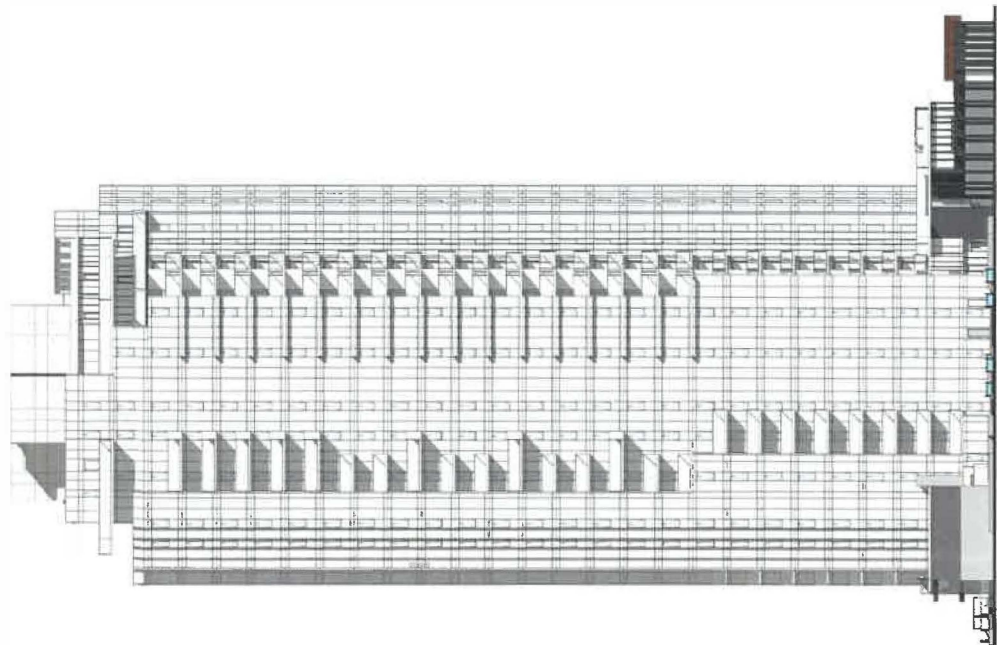
PROJECT NO: 1000
PROJECT NAME: [Redacted]
PROJECT LOCATION: [Redacted]

CLIENT: [Redacted]
ARCHITECT: [Redacted]
ENGINEER: [Redacted]

DATE: 10/1/2017
SCALE: 1/8" = 1'-0"

TOWER ELEVATIONS (South East & South West)

DP2-05



103710

consultant.

176

2006 EXPENSES TABLE

PARALLEL CONNECTION

THE GROUP
Suite 700-1200 West Pender Street,
Vancouver BC, V6E 4B1 Canada
tel (604) 683-0767 fax (604) 683-0682
dtigroup.com

PROJECT
Lions Gate

2050, 2060, 2070 Marine Dr & 2000 Curling

Road
North Vancouver, BC

PROJECT NO: 918543

COMMUNITY: PG 13A

[illegible]

SCALE: 1:100'

12/25/10 10:11 AM

Tower Elevation (West)

1700

DP2-06

COPY

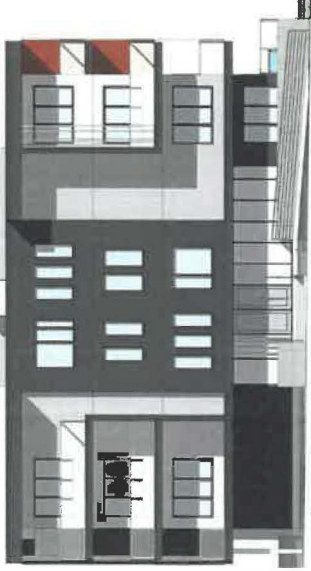
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BY: [Signature]
PROJECT: [Project Name]



EAST ELEVATION

COPY

DATE: 2023-07-10
BY: [Signature]
PROJECT: [Project Name]



NORTH ELEVATION

MATERIAL LEGEND

- 1. PRIME CEMENT MASONRY PANEL (COLOUR: WHITE)
- 2. PRIME CEMENT MASONRY PANEL WOOD PATTERN (COLOUR: BLACK)
- 3. CORRUGATED METAL PANEL--HORIZONTAL (COLOUR: GREY)
- 4. CORRUGATED METAL PANEL--VERTICAL (COLOUR: GREY)
- 5. ALUMINUM GUARDRAIL W/ FROSTED GLAZING (COLOUR:)
- 6. RESIDENTIAL VINYL WINDOW FRAMES (COLOUR: W/ CLEAR GLAZING)
- 7. RESIDENTIAL ALUMINUM WINDOW FRAMES (COLOUR: W/ CLEAR GLAZING AND SPANDREL GLASS) (COLOUR:)
- 8. RESIDENTIAL VINYL SLIDING DOOR (COLOUR: W/ CLEAR GLAZING)
- 9. RESIDENTIAL VINYL SLIDING WINDOW (COLOUR: W/ CLEAR GLAZING)
- 10. WOOD FRAME AND GLASS CANOPY (TRANSLUCENT GLASS)
- 11. PAINTED CAST IN PLACE CONCRETE (COLOUR:)
- 12. METAL FLASHING (COLOUR:)

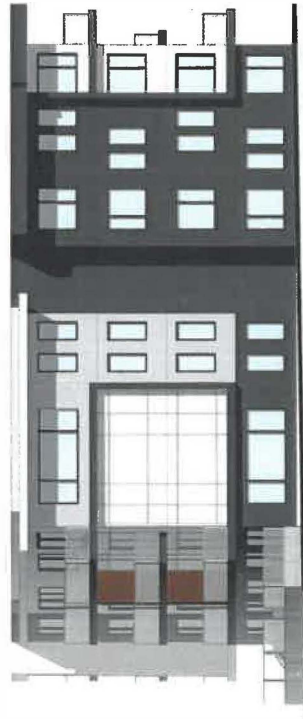
DATE: 2023-07-10
BY: [Signature]
PROJECT: [Project Name]

PROJECT: Lions Gate
2550, 2650, 2775 Marine Dr & 2000 Cadogan
Vancouver, BC V6L 4G6
Phone: 604.271.1234
Email: info@lionsgate.com

PROJECT: DP2-07
DATE: 2023-07-10
BY: [Signature]
PROJECT: [Project Name]

PROJECT: DP2-07
DATE: 2023-07-10
BY: [Signature]
PROJECT: [Project Name]

PROJECT: DP2-07
DATE: 2023-07-10
BY: [Signature]
PROJECT: [Project Name]

SOIL ELEVATION

WEST ELEVATION

MATERIAL LEGEND	
1	PINK COULENT HAZARD PANEL (COLOUR: WHITE)
2	PINK COULENT HAZARD PANEL WOOD PATTERN (ON COL: BLACK)
3	CORRODUMED METAL PANEL - HORIZONTAL (COLOUR: GREY)
4	CORRODUMED METAL PANEL - VERTICAL (COLOUR: GREY)
5	ALUMINIUM GUARDRAIL W/ RUSTED GLAZING (COLOUR:)
6	RESIDENTIAL VINYL WINDOW FRAMES (COLOUR:) W/ CLEAR GLAZING
7	RESIDENTIAL ALUM. WINDOW FRAMES (COLOUR:) W/ CLEAR GLAZING AND SHIMMER GLASS (COLOUR:)
8	RESIDENTIAL VINYL SLIDING DOOR (COLOUR:) W/ CLEAR GLAZING
9	RESIDENTIAL VINYL SLIDING WINDOW (COLOUR:) W/ CLEAR GLAZING
10	WOOD FRAME AND GLASS CANOPY; TRANSLUCENT GLASS (COLOUR:)
11	PAINTED CAST IN PLACE CONCRETE (COLOUR:)
12	METAL FLASHING (COLOUR:)

CURRENT

COMMENTS: An introduction to PIRATE can be very time consuming beyond the first 10 minutes. Further time spent on the introduction may create confusion. Considered not worth the time to do more than the first 10 minutes. Considered not worth the time to do more than the first 10 minutes.

DATE	TIME	NAME	ADDRESS	TELEPHONE
NOV. 28				

1991

WILLIAMSON

PRIME CONSULTANT

IBM GROUP
Suite 705-707 West Pender Street,
Vancouver BC V6C 4S1 Canada
Tel: (604) 683-3787 Fax: (604) 683-6652
Telex: 053-0000

PROJECT
Lions Gate
2050, 2080, 2070 Marine Dr & 2000 Curling
Road
North Vancouver, BC

PROJECT NO:	118193
DRAWN BY:	RG & AA
CHECKED BY:	Checker
SCALE:	As Indicated
DATE:	10-17-01

SHEET TITLE
Rental Elevallions (West & South West)

SHEET
NUMBER
DP2-08

the National Labor Relations Board (NLRB) is a federal agency that enforces the National Labor Relations Act (NLRA). The NLRA is a federal law that governs the relationship between employers and employees. It gives employees the right to join together in a union to bargain with their employer over wages, benefits, and other working conditions. The NLRB is responsible for enforcing these rights and for resolving disputes between employers and employees.

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IBI
IBI GROUP
Suite 700, 320 West Parker Street,
Vancouver BC, V6E 4B1 Canada
Tel: (604) 683-4777 Fax: (604) 683-0492
Tel: 800-368-0000
Tel: 800-368-0000

PROJECT
Irons Gate

2050, 2080, 2070 Marine Dr & 2000 Curling
Road
North Vancouver, BC

PROJECT NO:	119113
OWNER:	ARMY

CHART BY:	CHART:
SCAP:	SCAP - NP

DATE: 10/10/2021

**NORTH BLDG - NORTH
& SOUTH ELEVATIONS**

DP2-09





CONNECT LANDSCAPE ARCHITECTURE INC.
DOES NOT GUARANTEE THE EXISTENCE,
LOCATION, AND ELEVATION OF UTILITIES AND /
OR CONCEALED STRUCTURES AT THE PROJECT
SITE.

THE CONTRACTOR IS RESPONSIBLE FOR
DETERMINING THE EXISTENCE, LOCATION, AND
ELEVATION OF ALL UTILITIES AND / OR
CONCEALED STRUCTURES, AND IS
RESPONSIBLE FOR NOTIFYING THE
APPROPRIATE COMPANY, DEPARTMENT OR
PERSONS OF ITS INTENTION TO CARRY OUT ITS
OPERATIONS.

5	RE-ISSUED PER COORDINATION	21-04-28
4	ISSUED FOR ADP	19-05-24
3	ISSUED FOR REVIEW	18-05-01
2	ISSUED FOR CITY'S REVIEW	18-04-05
1	ISSUED FOR REDLINING	18-03-08
REVISIONS		YY-MM-DD

LIONS GATE MULTI-FAMILY DEVELOPMENT

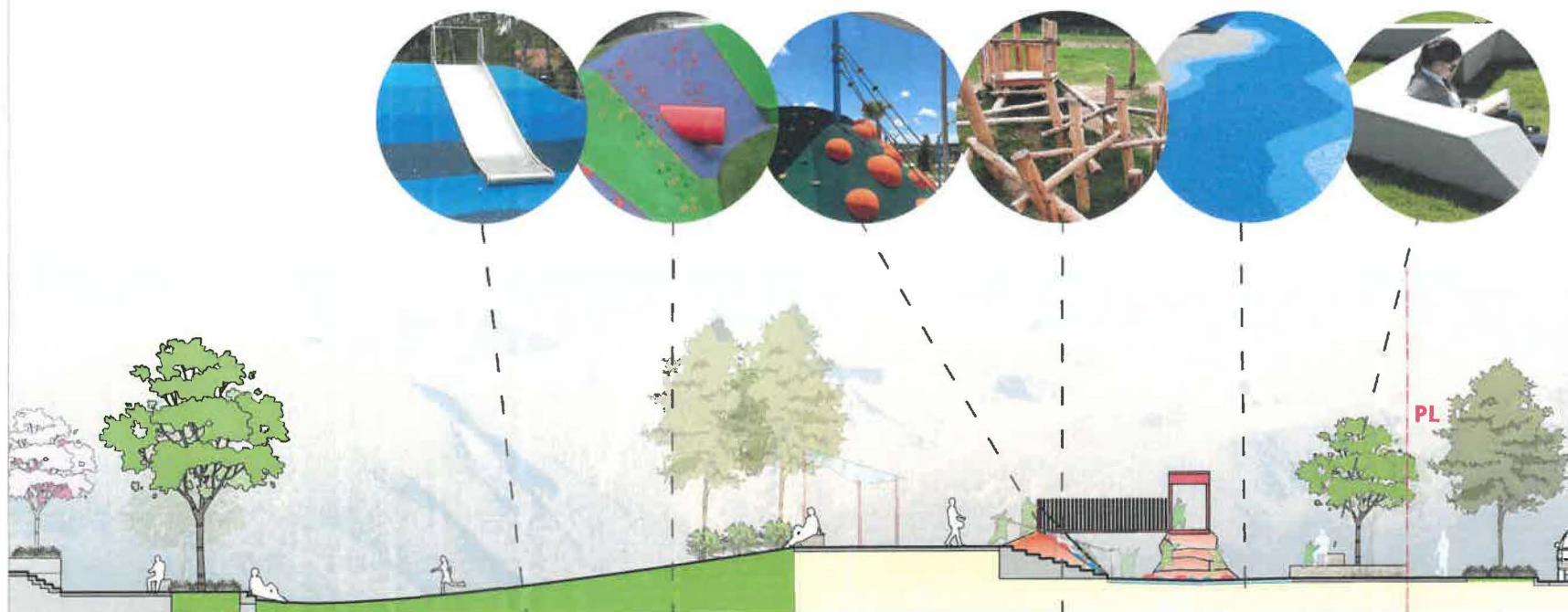
2050 - 2070 Marine Drive and
2000 Curling Road
North Vancouver, British Columbia

Scale:	1:300
Drawn:	TT
Reviewed:	OM
Project No.	06-765

LANDSCAPE SITE PLAN

CONNECT LANDSCAPE ARCHITECTURE INC. DOES NOT GUARANTEE THE EXISTENCE, LOCATION, AND ELEVATION OF UTILITIES AND/OR CONCEALED STRUCTURES AT THE PROJECT SITE.

THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXISTENCE, LOCATION, AND ELEVATION OF UTILITIES AND/OR CONCEALED STRUCTURES, AND IS RESPONSIBLE FOR NOTIFYING THE APPROPRIATE COMPANY, DEPARTMENT OR PERSON(S) OF ITS INTENTION TO CARRY OUT ITS OPERATIONS.



1 SECTION THROUGH PATIOS, PARK, AND PLAYGROUNDS
Scale: 1:75



2 SECTION THROUGH PLAYGROUNDS
Scale: 1:75

5	RE-ISSUED FOR COORDINATION	21-04-28
4	ISSUED FOR ADP	18-05-14
3	ISSUED FOR REVIEW	18-05-01
2	ISSUED FOR CITY'S REVIEW	18-04-05
1	ISSUED FOR REDLINING	18-03-08
PL: 0102/2018		YY-004-00

LIONS GATE MULTI-FAMILY DEVELOPMENT

2050 - 2070 Marine Drive and
2000 Curling Road
North Vancouver, British Columbia

Scale:	1:75
Drawn by:	TT
Reviewed by:	OM
Project No.	06-765

SECTIONS (PARK)



CONNECT LANDSCAPE ARCHITECTURE INC.
DOES NOT GUARANTEE THE EXISTENCE,
LOCATION, AND ELEVATION OF UTILITIES AND/OR
CONCEALED STRUCTURES AT THE PROJECT
SITE.

THE CONTRACTOR IS RESPONSIBLE FOR
DETERMINING THE EXISTENCE, LOCATION, AND
ELEVATION OF ALL UTILITIES AND/OR
CONCEALED STRUCTURES AND IS
RESPONSIBLE FOR NOTIFYING THE
APPROPRIATE COMPANY, DEPARTMENT OR
PERSON(S) OF ITS INTENTION TO CARRY OUT ITS
OPERATIONS.

RE ISSUED FOR COORDINATION	21-04-23
4 ISSUED FOR ADP	18-09-11
3 ISSUED FOR REVIEW	18-05-21
2 ISSUED FOR CITY REVIEW	18-04-09
ISSUED FOR RFP/PROPOSING	18-03-09
REVISIONS	TY-AM-00

LIONS GATE MULTI-FAMILY DEVELOPMENT

2050 - 2070 Marine Drive and
2000 Curling Road
North Vancouver, British Columbia

Scale:	NTS
Drawn:	TT
Reviewed:	OM
Project No.	06-765

PERSPECTIVES (PARK)

The Corporation of the District of North Vancouver**Bylaw 8573**

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 1419 (Bylaw 8573)".

Amendments

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

- (a) Part 2A, Definitions is amended by adding CD142 to the list of zones that Part 2A applies to.

- (b) Section 301 (2) by inserting the following zoning designation:

"4B 142 Comprehensive Development Zone 142 CD142"

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

"4B 142 Comprehensive Development Zone 142 CD142

The CD142 zone is applied to:

1. LOT 1 OF LOT 1 BLOCK 15 DISTRICT LOT 764 PLAN 14885
(PID: 004-811-054)
 2. LOT 2 BLOCK 15 DISTRICT LOT 764 PLAN 10846
(PID: 009-283-862);
 3. LOT 3 BLOCK 15 DISTRICT LOT 764 PLAN 10846
(PID: 005-260-817); and
 4. LOT 1 BLOCK 15 DISTRICT LOT 764 PLAN 10846
(PID: 005-260-809).

4B 142 - 1 Intent

The purpose of the CD142 Zone is to establish specific land use and development regulations to permit a commercial and residential mixed-use project.

4B 142 - 2 Interpretation

The following additional interpretations shall apply in the CD142 Zone:

Multi-family flex unit means an owner-occupied dwelling unit that has a gross floor area of not less than 74 m² (796.5 sq. ft.) and contains a defined area (the “lock-off room”) for potential separate accommodation, where the lock-off room:

- a) is not less than 24 m² (258.3 sq. ft.) and not more than 37 m² (398 sq. ft.);
- b) is not a separate strata lot;
- c) includes living space which contains a compact kitchen, at least one closet, and a bathroom with a toilet, sink, and bathtub or shower; and
- d) has a separate lockable entrance door providing independent and direct access to the exterior of the dwelling unit or public corridor.

The owner of the multi-family flex unit must be a resident in the multi-family flex unit.

4B 142 - 3 Permitted Uses

The following *principal* uses shall be permitted in the CD142 Zone:

a) Uses Permitted Without Conditions:

- i) Not applicable.

b) Conditional Uses:

The following *principal* uses are permitted when the conditions outlined in Section 4B 142 - 4 Conditions of Use, are met:

- i) residential use;
- ii) multi-family flex unit; and
- iii) restaurant use.

4B 142 - 4 Use Regulations and 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) Parking and loading areas;

- b) *Outdoor customer services areas*;
 - c) The display of goods for the benefit of and accessory to restaurant use; and
 - d) Outdoor private amenity areas for the benefit of and accessory to residential uses (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 residential unit has access to private or semi-private outdoor space.
 - ii) Balcony enclosures are not permitted.
 - iii) A minimum of 53 m² (574 sq. ft.) of the total permissible gross floor area in the South Parcel as shown on the map attached labelled "Schedule B" (the "South Parcel") must be used for restaurant use.
- c) ***Multi-family flex unit:*** In no case shall more than 25% of the dwelling units in a multi-family building be multi-family flex units.
- d) ***Restaurant use:*** A minimum of 53 m² (574 sq. ft.) of the total permissible gross floor area in the South Parcel must be used for restaurant use.

4B 142 - 5 Accessory Use

- a) *Home occupations* in *residential* dwelling units are permitted.

4B 142 - 6 Density

- a) The maximum permitted density within the CD142 zone, for both the South Parcel and the North Parcel as shown on the map attached labelled "Schedule B" (the "South Parcel" and the "North Parcel" respectively) combined, is 706 m² (7600 sq. ft.) of commercial gross floor area and 5732 m² (61,695 sq. ft.) of residential gross floor area if the residential floor space is located above the ground floor, and a maximum of 65 residential units.
- b) Despite Section 4B 142 – 6 (a) the maximum *gross floor area* for the South Parcel shall be 21,533 m² (231,778 sq. ft.) and the maximum number of dwelling units for the South Parcel shall be 276 dwelling units (but for greater certainty not including permitted lock-off rooms) if the following condition is met:
 - i. \$2,448,000 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).

- i. The provision or enhancement of public facilities;
- ii. Improvements to public parks, plazas, trails and greenways;
- iii. Playgrounds;
- iv. Public art and other beautification projects; and
- v. Affordable or special needs housing.

c) Despite Section 4B 142 – 6 (a) the maximum *gross floor area* for the North Parcel shall be 7,342 m² (79,031 sq. ft.) and the maximum number of dwelling units for the North Parcel shall be 54 dwelling units (but for greater certainty not including permitted lock-off rooms) if the following condition is met:

- i. \$952,000 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).
 - i. The provision or enhancement of public facilities;
 - ii. Improvements to public parks, plazas, trails and greenways;
 - iii. Playgrounds;
 - iv. Public art and other beautification projects; and
 - v. Affordable or special needs housing.

d) 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. Unenclosed balcony areas; and
- iii. Indoor amenity spaces in accordance with “Table 1” and the map attached labelled “Schedule B”.

Table 1	
Parcel	Maximum Exempted Amenity Floor Area
South Parcel	529.8 m ² (5,703 sq. ft.)

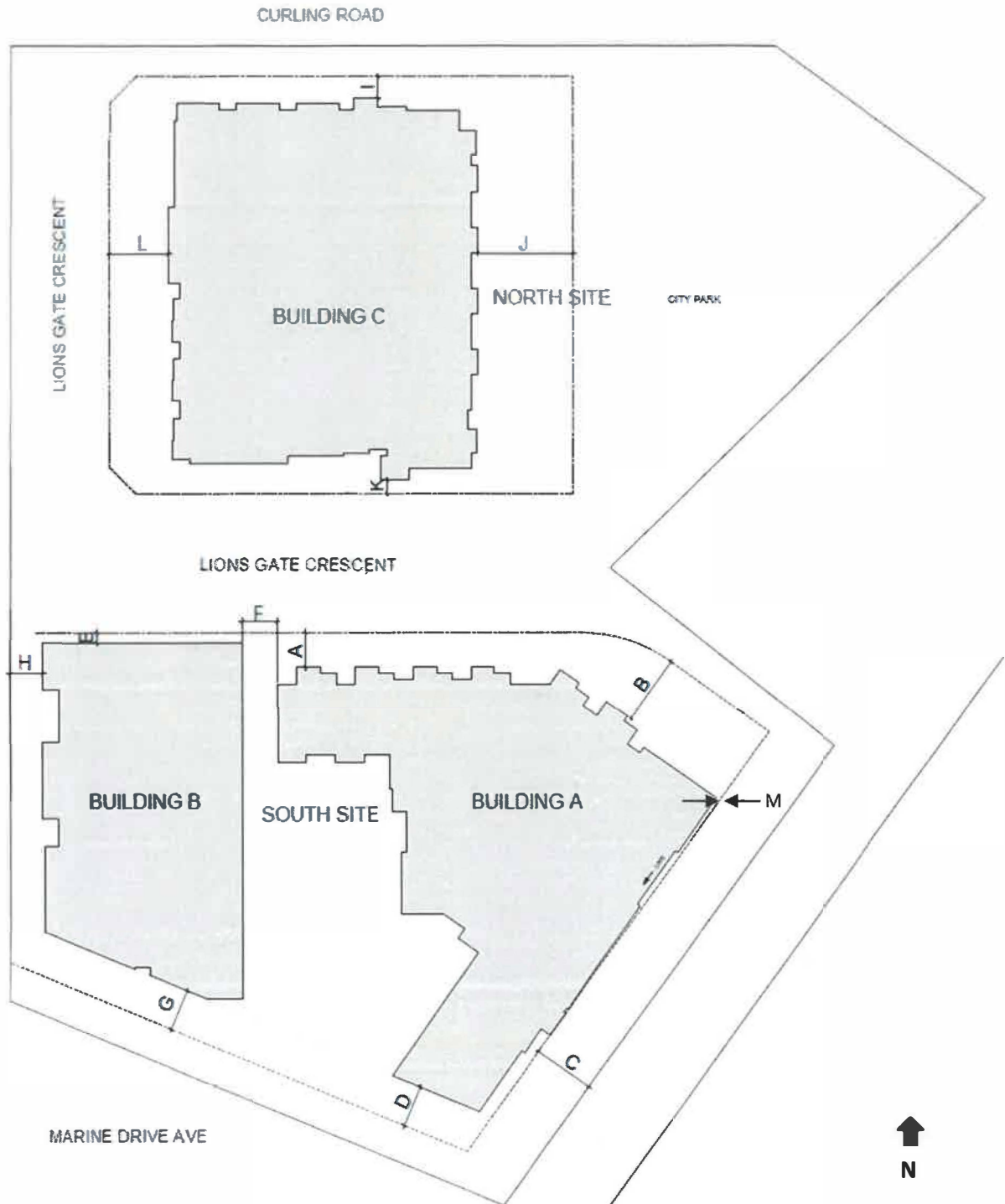
North Parcel	164.3 m ² (1769 sq. ft.)
Total	694.1 m² (7472 sq. ft.)

4B142 - 7 Setbacks

- (1) Buildings shall be set back from property lines to the closest building face, excluding any underground or partially-exposed parking structure, window wells, balcony columns, alcove projections or projecting balconies, with said projecting balconies not to exceed a depth of 2 m (6.5 ft.), all as established by development permit and in accordance with "Table 2" and "Figure 1".

Table 2	
Setback Identifier	Minimum Setback
A	3.9 m (12.9 ft.)
B	7.9 m (26.0 ft.)
C	7.5 m (24.6 ft.)
D	4.8 m (15.6 ft.)
E	1.1 m (3.6 ft.)
F	4.0 m (13.1 ft.)
G	4.8 m (15.6 ft.)
H	3.6 m (11.9 ft.)
I	2.5 m (8.0 ft.)
J	11.0 m (36.1 ft.)
K	1.5 m (4.9 ft.)
L	6.8 m (22.4 ft.)
M	0 m (0 ft.)

Figure 1



4B142 - 8 Height

- a) The maximum permitted height for any building in the CD142 Zone, shall be regulated by geodetic elevation as follows, with specific building height provisions based on "Table 3" and the map attached labelled "Schedule B".

Table 3		
Building	Maximum Height (geodetic elevation)	Maximum Storeys
Building A	98.2 m (322.1 ft)	27
Building B	27.4 m (90.0 ft)	4
Building C	44.5 m (146.1 ft)	9

- b) In addition to Part 4 General Regulations, Section 407 Height Exceptions, the following height exceptions shall apply in the CD142 zone: Elevator penthouses, rooftop access stairwells and vestibules, architectural appurtenances, roof deck guard rails, heating, cooling, ventilation and other mechanical equipment required for building operations are permitted above the maximum height limit, provided they are completely screened and integrated into the building's design and do not extend more than 4.5 m (14.8 ft.) above the highest point of the roof surface.

4B 142 – 9 Coverage

- a) Building Coverage: The maximum building coverage shall be regulated as per "Table 4" and the map attached labelled "Schedule B".

Table 4	
Parcel	Maximum Building Coverage
South Parcel	65%
North Parcel	65%

- b) **Site Coverage:** The maximum site coverage shall be regulated as per “Table 7” and the map attached labelled “Schedule B”.

Table 5	
Parcel	Maximum Site Coverage
South Parcel	75%
North Parcel	75%

4B 142 – 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 fence, or landscaping or a combination thereof, all 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 142 – 11 Parking, Loading and Servicing Regulations

Parking and loading shall be in provided in accordance with Part 10 of this Bylaw with the following exceptions:

- a) For a residential building, multiple-family apartment or townhouse, parking shall be provided on the basis of “Table 6” below and the map attached labelled “Schedule B”.

Table 6	
Parcel	Minimum Parking Requirement
South Parcel	Residential 0.84 spaces/unit + 0.1 spaces/unit for designated residential visitor parking, inclusive of 0.04 spaces/unit for use by persons with disabilities

	Shared Commercial and Residential Visitor Parking: 1 space
North Parcel	Residential: 1.14 spaces/unit + 0.1 spaces/unit for designated residential visitor parking, inclusive of 0.07 spaces/unit for use by persons with disabilities

- b) The provision of small car parking spaces shall not exceed 35% of the required parking spaces when calculated separately for the South Parcel and the North Parcel.
- c) Bicycle storage shall be provided on the basis of Table 7 below, calculated separately for the South Parcel and the North Parcel.

Table 7		
	Class 1 (Long Term) – Secured Individual Bicycle Storage Spaces	Class 2 (Short Term)
Residential	A minimum of 1.5 spaces for studio or one-bedroom unit and a minimum of 2 spaces for two-bedroom unit or larger.	6 spaces per every 60 units or portion thereof.
Commercial	A minimum of 1 space for each 250 m ² (2,691 sq. ft.) of gross floor area.	A minimum of 3 spaces for each 500 m ² (5,382 sq. ft.) of gross floor area or portion thereof.

“

- (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 Tourist Commercial Zone 4 (C4) and Marine Drive Commercial Zone (C9) to Comprehensive Development Zone CD142 and Neighbourhood Park (NP).
- (e) The Siting Area Map section is amended by deleting Plan Section C/1 and replacing it with the revised Plan Section C/1 attached in Schedule C.

Effective Date

3. The effective date of this bylaw is

READ a first time

PUBLIC HEARING held

READ a second time

READ a third time

Certified a true copy of "Bylaw 8573" as at Third Reading

Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure on

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8573



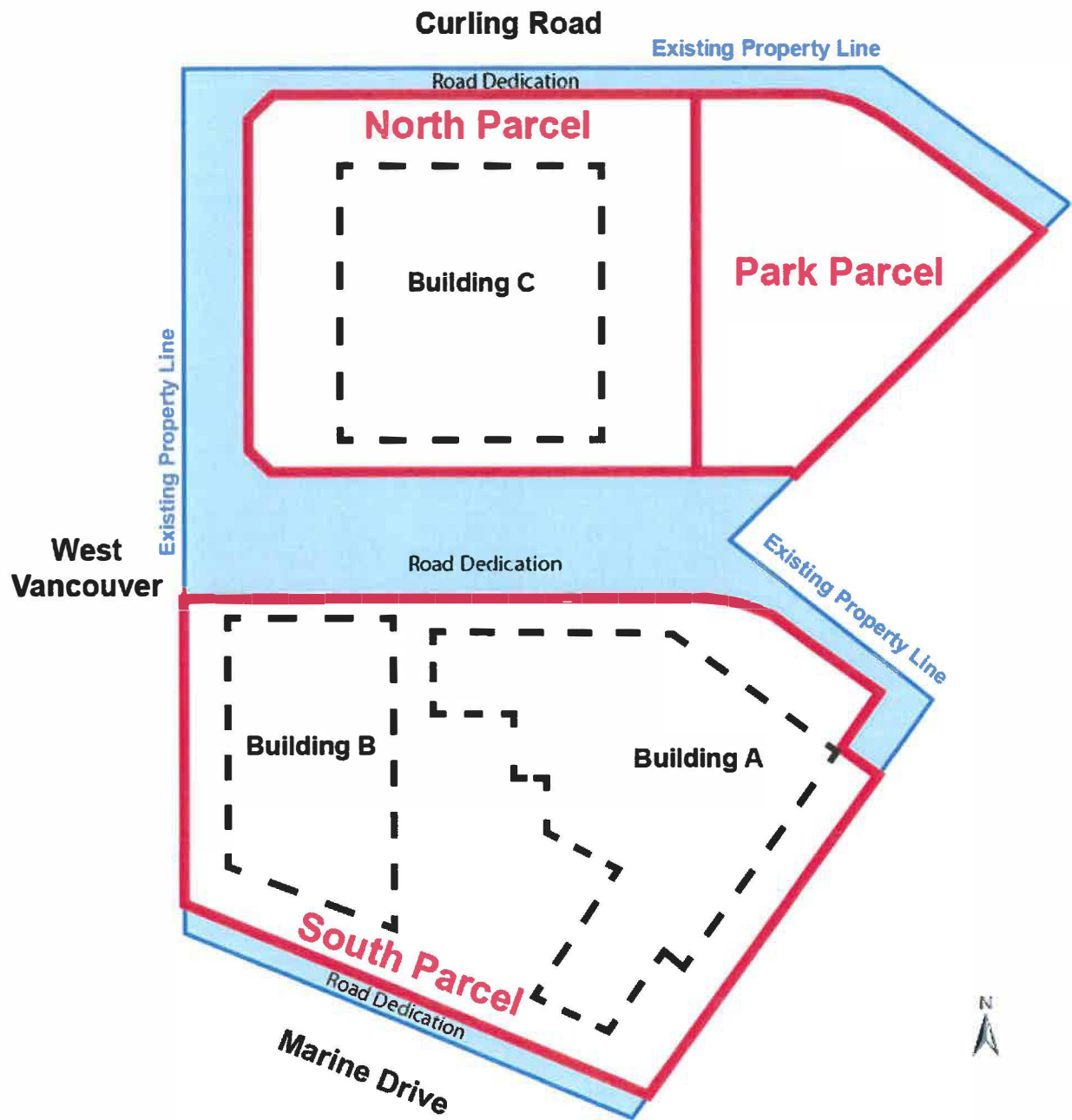
TOURIST COMMERCIAL ZONE (C4) AND MARINE DRIVE COMMERCIAL ZONE (C9) TO COMPREHENSIVE DEVELOPMENT ZONE (CD142)



TOURIST COMMERCIAL ZONE (C4) AND MARINE DRIVE COMMERCIAL ZONE (C9) TO NEIGHBOURHOOD PARK ZONE (NP)



Schedule B to Bylaw 8573



PLAN	SECTION	PAGE	C / I
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NORTH
BYLAW 5000,5092,5090,5700,
5010,5024,5077,0341,0411

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The Corporation of the District of North Vancouver**Bylaw 8574**

A bylaw to enter into a Housing Agreement (2050 Marine Drive)

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

Citation

1. This bylaw may be cited as "Housing Agreement Bylaw 8574, 2022 (2050 Marine Drive – Market Rental Housing)".

Authorization to Enter into Agreement

2. The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Marvel Developments (Lions Gate Village) Ltd. substantially in the form attached to this Bylaw as Schedule "A" with respect to the portion of the following lands outlined in bold and labelled as "South Parcel" on the sketch plan attached hereto as Schedule "B":
 - a) PID 004-811-054, Lot 1 of Lot 1 Block 15 District Lot 764 Plan 14885;
 - b) PID 009-283-862, Lot 2 Block 15 District Lot 764 Plan 10846;
 - c) PID 005-260-817, Lot 3 Block 15 District Lot 764 Plan 10846; and
 - d) PID 005-260-809, Lot 1 Block 15 District Lot 764 Plan 10846.

Execution of Documents

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

READ a first time

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8574

SECTION 219 COVENANT and RENT CHARGE HOUSING AGREEMENT

THIS AGREEMENT dated for reference _____, 202__

BETWEEN:

**MARVEL DEVELOPMENTS (LIONS GATE VILLAGE)
LTD.** (Incorporation No. BC0984524) a corporation incorporated
under the laws of the Province of British Columbia with an office at

(“Marvel”)

AND:

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

(the "District")

WHEREAS:

- A. Marvel 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”);
- B. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the District in respect of the use of land, construction on land or the subdivisions of land;
- C. Section 483 of the *Local Government Act* permits the District to enter into a housing agreement with an owner of land, which agreement may include terms and conditions regarding the occupancy, tenure and availability of dwelling units located on the Lands; and
- D. The elected council of the District has adopted Housing Agreement Bylaw 8574, 2022 authorizing the District to enter into this Agreement; and
- E. Marvel 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 483 of the *Local Government Act*.

NOW THEREFORE in consideration of the sum of \$10.00 now paid by the District to Marvel 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) “*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);
- (b) “*Development Covenant*” means the section 219 covenant registered in favour of the District against title to the Lands under No. _____;
- (c) “*Director*” means the District’s General Manager of Planning, Permits and Properties and his or her designate;
- (d) “*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;
- (e) “*Lands*” has the meaning given to it in Recital A hereto prior to completion of the registration at the LTO of the partial discharge(s) pursuant to section 5 herein, and after completion of the registration at the LTO of said discharge(s) means the Rental Units Remainder Parcel;
- (f) “*LTO*” means the Lower Mainland Land Title Office and any successor of that office.
- (g) “*Master Development Plan*” has the meaning given to it in the Development Covenant;
- (h) “*Mixed Use Building A*” means the 27 storey apartment building containing, inter alia, the Rental Dwelling Units constructed or to be constructed on the Lands generally as shown on the Master Development Plan;
- (i) “*Owner*” means Marvel 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;
- (j) “*Rental Dwelling Units*” means at least 77 Dwelling Units in Mixed Use Building A comprising 7 studio Dwelling Units, 35 one-bedroom Dwelling Units, and 35 two-bedroom Dwelling Units, each in the locations and satisfying the criteria and requirements set out in the Development Covenant; and

(k) “*Rental Units Remainder Parcel*” means the remainder parcel created by the air space subdivision of the Lands containing the Rental Dwelling Units generally as shown on the sketch plan attached hereto as Schedule “A”;

(l) “*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. **Mixed Use Building A** – Mixed Use Building A must contain the Rental Dwelling Units.

3. **Use of Rental Dwelling Units** – The Rental Dwelling Units may not 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 one year in duration (including all periods in respect of which any rights or renewal, contingent or otherwise have been granted).

4. **Arm’s Length** - For the purpose of this Agreement, “arm’s length” means:

(a) not in any other contractual relationship with the Owner or any director, officer or other senior employee of the Owner;

(b) unrelated by blood, marriage or personal relationship to any director, officer or other senior employee of the Owner; and

(c) not employed by any corporate entity that is an affiliate of the Owner, 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 his or her sole discretion, relax the restrictions contained in this section 4 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 section 4 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

5. **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 (including a discharge of the section 219 covenant and rent charge and notice of housing agreement referred to in section 11) from all of the Lands other than the Rental Units Remainder Parcel, provided that:

(a) the air space subdivision creating the Rental Units 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 all provisions of the Development Covenant that relate to the Rental Dwelling Units, Mixed Use Building A, or the Rental Units Remainder Parcel, and has obtained occupancy permits for Mixed Use Building A and all Dwelling Units located therein (including the Rental Dwelling Units); and
 - (c) this Section 219 Covenant and Rent Charge – Housing Agreement remains registered at the LTO against title to the Rental Units Remainder Parcel in favour of the District in priority to all financial charges.
- 6. **No Subdivision** – The Rental Units Remainder Parcel, once created, and any improvements from time to time thereon may not be subdivided by any means whatsoever, including, without limitation, by subdivision plan, strata plan, fractional interest, lease or otherwise.
- 7. **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 each of the Rental Dwelling Units; and
 - (b) deliver to the District, on request of the District, copies of all current tenancy agreements in respect of the Rental Dwelling Units.
- 8. **Statutory Declaration** – Within three days after receiving notice from the District, the Owner must deliver to the District a statutory declaration, substantially in the form attached as Schedule “B”, 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.
- 9. **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 Lands are 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 9(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 9(a) is due and payable to the District in accordance with subsection 9(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.
10. **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 Lands in accordance with this Agreement.
11. **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 Lands; 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 Lands in perpetuity.
9. **Compliance with Laws** – The Owner will at times ensure that the Lands are 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.
10. **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 Lands 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.

11. **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.
12. **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 “Lands” or to any other parcel of land is a reference also to any parcel into which it is subdivided or consolidated by any means (including the removal of interior parcel boundaries) and to each parcel created by any such subdivision or consolidations;
 - (f) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
 - (g) reference to any enactment includes any regulations, orders, permits or directives made or issued under the authority of that enactment;
 - (h) unless otherwise expressly provided, referenced to any enactment is a reference to that enactment as consolidated, revised, amended, re enacted or replaced;
 - (i) time is of the essence;
 - (j) all provisions are to be interpreted as always speaking;
 - (k) reference to a “party” is a reference to a party to this Agreement and the their respective heirs, executors, successors (including successors in title), trustees, administrators and receivers;
 - (l) reference to the District is a reference also to is elected and appointed official, officer, employees and agents;

- (m) reference to a “day”, “month”, “quarter”, or “year” is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
- (n) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”; and
- (o) any act, decision, determination, consideration, opinion, consent or exercise of discretion by a party or person as provided in this Agreement must be preformed, made, formed or exercised acting reasonably, except that any act, decision, determination, consideration, consent, opinion or exercise of discretion that is said to be within the “sole discretion” of a party or person may be preformed, made, formed or exercised by that party or person in the sole, unfettered and absolute discretion of that party or person.

13. **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:

Attention:

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

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

Attention: Director, Planning Permits and Bylaws
Email:

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

14. **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.
15. **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.
16. **Third Party Beneficiaries** – Except as may be expressly provided in this Agreement, this Agreement is not to be interpreted to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty or obligation created by this Agreement.
17. **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 Lands;
 - (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 Lands; or
 - (d) relieve the Owner from complying with any enactment, including in relation to the use, development, servicing or subdivision of the Lands.
18. **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).
19. **Covenant Runs With the Lands** - 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 Lands to the extent provided in this Agreement, and runs with them and binds the Owner's successors in title. This Agreement also burdens and runs with every parcel into which the Lands are consolidated (including by the removal of interior parcel boundaries) by any means.

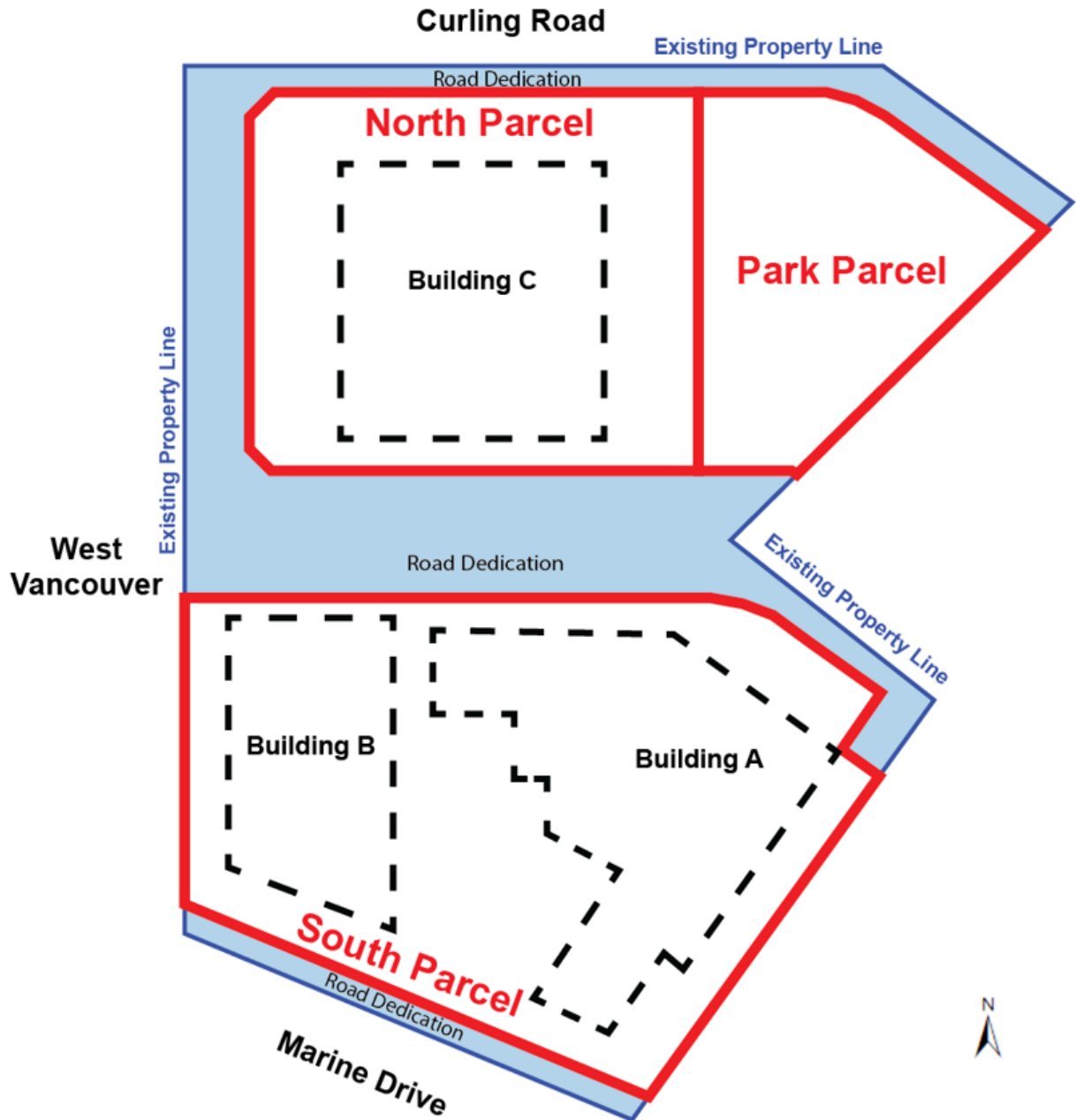
20. **Voluntary Agreement** - The Owner acknowledges that the Owner has entered into this Agreement voluntarily and has taken legal advice with regard to the entry of this Agreement and the development of the Lands.
21. **Agreement for Benefit of District Only** – The Owner and the District agree that:
 - (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 Lands 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.
22. **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.
23. **Further Acts** - The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
24. **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.
25. **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.
26. **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.
27. **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.
28. **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" to Housing Covenant and Rent Charge
Sketch Plan of Rental Building Air Space Parcel

Schedule "B" to Housing Covenant and Rent Charge
Statutory Declaration

Schedule B to Bylaw 8574
Sketch Plan showing the South Parcel



The Corporation of the District of North Vancouver**Bylaw 8575**

A bylaw to enter into a Housing Agreement (2050 Marine Drive)

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

Citation

1. This bylaw may be cited as "Housing Agreement Bylaw 8575, 2022 (2050 Marine Drive – Non-Market Rental Housing)".

Authorization to Enter into Agreement

2. The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Marvel Developments (Lions Gate Village) Ltd. substantially in the form attached to this Bylaw as Schedule "A" with respect to the portion of the following lands outlined in bold and labelled as "South Parcel" on the sketch plan attached hereto as Schedule "B":
 - a) PID 004-811-054, Lot 1 of Lot 1 Block 15 District Lot 764 Plan 14885;
 - b) PID 009-283-862, Lot 2 Block 15 District Lot 764 Plan 10846;
 - c) PID 005-260-817, Lot 3 Block 15 District Lot 764 Plan 10846; and
 - d) PID 005-260-809, Lot 1 Block 15 District Lot 764 Plan 10846.

Execution of Documents

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

READ a first time

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8575

SECTION 219 COVENANT and RENT CHARGE RENTAL HOUSING AGREEMENT

THIS AGREEMENT dated for reference the ___ day of _____, 202__

BETWEEN:

**MARVEL DEVELOPMENTS (LIONS GATE VILLAGE)
LTD.** (Incorporation No. BC0984524) a company incorporated
under the laws of the Province of British Columbia having an
office at _____

(the "Developer")

AND:

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

(the "District")

WHEREAS:

- A. The Developer 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 "Land");
- B. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the District in respect of the use of land, construction on land or the subdivisions of land;
- C. Section 483 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;
- D. The elected council of the District has adopted Housing Agreement Bylaw 8575, 2022 authorizing the District to enter into this Agreement; and
- E. The Developer and the District wish to enter into this Agreement to restrict the subdivision and use of, and construction on, the Land 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 483 of the *Local Government Act*.

NOW THEREFORE in consideration of the sum of \$10.00 now paid by the District to the Developer 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 Building*” means the 4 storey apartment building containing the Affordable Rental Units constructed or to be constructed within the Affordable Rental Building Air Space Parcel generally as shown on the Master Development Plan;
- (b) “*Affordable Rental Building Air Space Parcel*” means the air space parcel created by the air space subdivision of the Land generally as shown on the sketch plan attached hereto as Schedule “B” containing the Affordable Rental Building;
- (c) “*Affordable Rental Units*” means collectively the 8 studio Dwelling Units, 8 one bedroom Dwelling Units, 21 two bedroom Dwelling Units, and 4 three bedroom Dwelling Units in the Affordable Rental Building each in the locations and satisfying the criteria and requirements set out in the Development Covenant; provided that the Owner may from time to time, subject to obtaining the prior written approval of the Director, reconfigure and change the location of the Affordable Rental Units in the Affordable Rental Building, provided that the mix of Affordable Rental Units does not change and provided further that the aggregate number of Affordable Rental Units in the Affordable Rental Building will always be no less than 41. The Director’s approval of a proposed reconfiguration or change in the location of the Affordable Rental Units will not be withheld provided that the proposed reconfiguration or change is, in the reasonable opinion of the Director, at least equal to the Affordable Rental Units being reconfigured or changed in size, quality and condition;
- (d) “*Annual Allowable Adjustment*” means an increase in the Maximum 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; or
 - (iii) the average annual percent increase over the previous calendar year in the rent charged for the market rental units in the Market Rental Units Remainder Parcel of similar size which are occupied at any time during the previous calendar year.

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;

- (e) “*Approving Officer*” means the approving officer for the District appointed under the *Land Title Act*;
- (f) “*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);
- (g) “*Development Covenant*” means the covenant under section 219 of the *Land Title Act* dated for reference _____, 20__ granted by the Owner to the District and registered at the LTO against the Land under number CA _____;
- (h) “*Director*” means the District’s General Manager of Planning, Permits and Properties and his or her designate;
- (i) “*Discounted Rental Rate*” means for each Affordable Rental Unit:
 - (i) for the calendar year in which a certificate of final occupancy is issued for the Buildings by the District, the amount 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
 - (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;
- (j) “*Dwelling Unit*” has the meaning given to it in the Zoning Bylaw;
- (k) “*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 the Affordable Rental Unit proposed to be rented (which rent, for greater certainty, may not be greater than the Maximum Rate for the 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 3 bedroom Affordable Rental Unit;

- (l) “*Land*” has the meaning given to it in Recital A hereto;
- (m) “*LTO*” means the Lower Mainland Land Title Office and any successor of that office;
- (n) “*Maximum Rate*” means the Discounted Rental Rate for each Affordable Rental Unit or another rental rate for each Affordable Rental Rate that is consented to in writing in advance by the Director pursuant to section 6 herein;
- (o) “*Owner*” means the Developer and any other person or persons registered in the LTO as owner of the Land from time to time, or of any parcel into which the Land are consolidated or subdivided, whether in that person’s own right or in a representative capacity or otherwise;
- (p) “*Proposed Development*” has the meaning given to it in the Development Covenant;
- (q) “*Market Rental Units Remainder Parcel*” means the remainder parcel created by the air space subdivision of the Land containing market rental Dwelling Units generally as shown on the sketch plan attached hereto as Schedule “B”;
- (r) “*Society*” means a registered housing society approved in writing by the District;
- (s) “*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);
- (t) “*Zoning Amendment Bylaw*” means District of North Vancouver Rezoning Bylaw 1416 (No. 8562); and
- (u) “*Zoning Bylaw*” means the District of North Vancouver Zoning Bylaw No. 3210, 1965 as modified by the Zoning Amendment Bylaw and as further amended, consolidated, re-enacted or replaced from time to time.

2. **No Subdivision** – The Affordable Rental Building Air Space Parcel, once created, and any improvements from time to time thereon (including without limitation the Affordable Rental Building) may not be subdivided by any means whatsoever, including, without limitation, by subdivision plan, strata plan, fractional interest, lease or otherwise.

The Owner and the District acknowledge and agree that the subdivision to create the Affordable Rental Building Air Space Parcel as contemplated in this section 2 and in section 3 is subject to all applicable enactments and to the authority of the Approving Officer, and, for greater certainty, the Approving Officer may impose additional conditions or requirements on the approval of any subdivision to create the said air space parcel or otherwise.

3. **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 (including a discharge of the section 219 covenant, rent charge and notice of housing agreement referred to in section 18) from all of the Land other than the Affordable Rental Building Air Space Parcel, provided that:
 - (a) the air space subdivision creating the Affordable Rental Building Air Space Parcel is deposited and fully registered at the 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 Affordable Rental Units, the Affordable Rental Building, and the Affordable Rental Building Air Space Parcel, and has obtained occupancy permits for the Affordable Rental Building and all Affordable Rental Units located therein; and
 - (c) this Section 219 Covenant and Rent Charge – Housing Agreement remains registered at the LTO against title to the Market Rental Units Remainder Parcel in favour of the District in priority to all financial charges.
4. **Use and Occupancy of the Affordable Rental Building and Affordable Rental Building Air Space Parcel** – The Affordable Rental Building and Affordable Rental Building Air Space Parcel shall not be improved, renovated or replaced for any purpose other than for the Affordable Rental Units and shall not be used or occupied for any purpose other than for the purpose of renting the Affordable Rental Units to persons meeting the Eligibility Requirements in accordance with this Agreement.
5. **The Housing Society** – No building or structure on the Land shall be occupied for any purpose and the District shall not issue any occupancy permit in respect of any building or structure on the Land, and the Owner shall not offer for rent any Affordable Rental Units in the Affordable Rental Building or enter into any residential tenancy agreements in respect of any said Affordable Rental Units, unless and until the Owner has:
 - (a) entered 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) caused 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.
6. **Changing the Discounted Rental Rate** – The Society may request in writing that the Director consent to the Society charging a rental rate for each Affordable Rental Unit that is different from the Discounted Rental Rate, and the Director will not unreasonably refuse such a request provided that the Director is satisfied, in his or her discretion, that the change in rental rates would be fair and would result in lower rent, on an annual aggregate basis, for the Affordable Rental Units.

7. **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 one year 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 9.
8. **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 one year 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.
9. **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 and, as tenant, a person at arm's length from the Owner. 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 his or her sole discretion, relax the restrictions contained in this subsection 9(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 9(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, require payment of rent or any other consideration for the Affordable Rental Unit directly or indirectly that exceeds the Maximum Rate for the unit, but the tenant may be required to pay:

- (i) additional consideration for parking, storage and bicycle storage provided that the additional consideration does not exceed the following amounts:
 - A. for a storage locker: an amount not exceeding the amount charged from time to time for a storage locker to tenants in the market rental units located in the Market Rental Units Remainder Parcel discounted by the same percentage amount as the Discounted Rental Rate;
 - B. for a bicycle storage locker/space: an amount not exceeding the amount charged from time to time for a bicycle storage locker/space to tenants in the market rental units located in the Market Rental Units Remainder Parcel discounted by the same percentage amount as the Discounted Rental Rate; and
 - C. for a parking stall: an amount that does not exceed the amount charged from time to time for a parking stall to tenants in the market rental units located in the Market Rental Units Remainder Parcel discounted by the same percentage amount as the Discounted Rental Rate; 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 except the cost of hydronic heat, air conditioning or hot water which must be included in Maximum Rate no matter who may be providing these services;
 - (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 Society may end the tenancy agreement by giving the tenant a clear six months' notice to end the tenancy in accordance with section 49.1 of the *Residential Tenancy Act* (or successor legislation).
10. **Rental Application Process** – The Owner or the Society, as the case may be, must:
- (a) accept applications for residential occupancy of the Affordable Rental Units only from applicants meeting the Eligibility Requirements;

- (b) maintain a housing waiting list of all eligible applicants for the Affordable Rental Units (the “Affordable Housing List”); and
 - (c) where Affordable Rental Units become available for occupancy, offer the units to persons on the Affordable Housing List in the order in which their applications were accepted, unless the person no longer meets the Eligibility Requirements; and
 - (d) make the Affordable Housing List available to the District immediately upon request.
11. **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 each of the Affordable Rental Units; and
 - (b) deliver to the District, on request of the District, copies of all current tenancy agreements in respect of the Affordable Rental Units.
12. **Statutory Declaration** – Within three 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.
13. **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 13(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 13(a) is due and payable to the District in accordance with subsection 13(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.
- 14. **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.
 - 15. **Indemnity** – Except for the negligence of the District or its employees, agents or contractors, the Owner will indemnify and save harmless each of the District and its elected officials, board members, officers, directors, employees, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of any act or omission by the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom at law the Owner is responsible or the Owner's ownership, operation, management or financing of the Dwelling Units or any part thereof, or the use and occupancy of any Dwelling Units in the Buildings by anyone.
 - 16. **Release** – Except to the extent such advice or direction is given negligently, 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 any Dwelling Units in the Buildings or any part thereof which has been or hereafter may be given to the Owner by all or any of them.
 - 17. **Survival** – The covenants of the Owner set out in sections 15 and 16 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 or any Dwelling Unit therein, as applicable.
 - 18. **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.
- 19. **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.
- 20. **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 to 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.
- 21. **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.
- 22. **Interpretation** – In this Agreement:
 - (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
 - (b) any reference to a statute or by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute, by-law and regulations that may be passed which have the effect of supplementing or superseding such statute, by-law and regulations;
 - (c) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
 - (d) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
 - (e) reference to the “Land” or to any other parcel of land is a reference also to any parcel into which it is subdivided or consolidated by any means (including the removal of interior parcel boundaries) and to each parcel created by any such subdivision or consolidations;

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

23. **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:

Attention: _____

Fax: _____

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

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

Attention: Director, Planning Permits and Bylaws
Facsimile: (604) 984-8664

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.

24. **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.
25. **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.
26. **Third Party Beneficiaries** – Except as may be expressly provided in this Agreement, this Agreement is not to be interpreted to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty or obligation created by this Agreement.
27. **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.

28. **Binding Effect** – This Agreement enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, trustees, receivers and successors (including successors in title).
29. **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.
30. **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.
31. **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 Affordable Rental 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.
32. **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.
33. **Further Acts** - The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
34. **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.
35. **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.
36. **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.

37. **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.
38. **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.

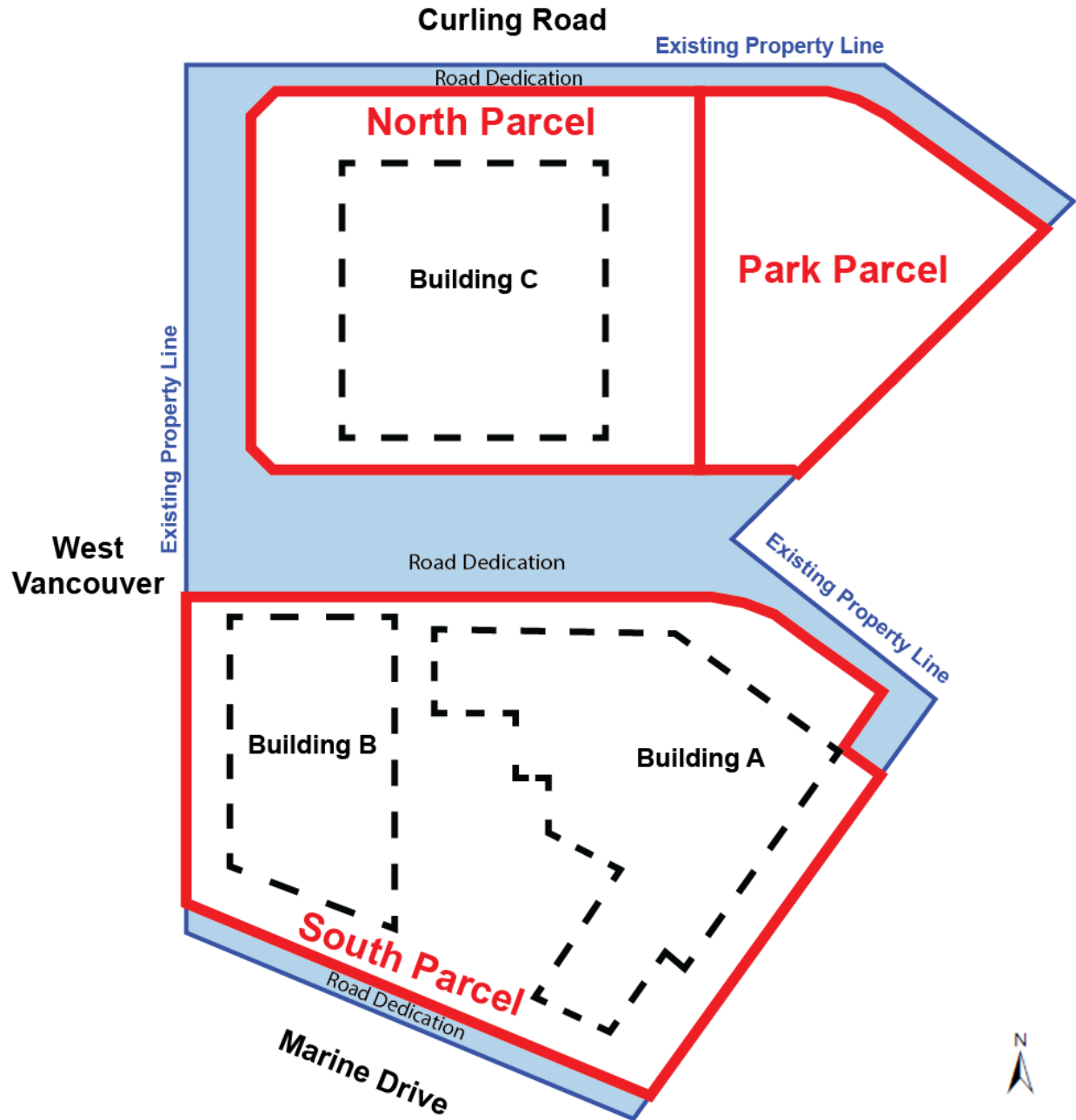
Schedule "A" to Section 219 Covenant – Housing Agreement
The Affordable Rental Units – Rental Rates

	Studio	1 bed	2 bed	3 bed
Discounted Rental Rate	\$1,100.00	\$1,200.000	\$1,525.00	\$1,725.00

Schedule "B" to Section 219 Covenant – Housing Agreement
Sketch Plan of Affordable Rental Building Air Space Parcel and Market Rental Units Remainder Parcel

Schedule "C" to Section 219 Covenant – Housing Agreement
Statutory Declaration

Schedule B to Bylaw 8575
Sketch Plan showing the South Parcel



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The Corporation of the District of North Vancouver**Bylaw 8576****A bylaw to enter into a Housing Agreement**

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

Citation

1. This bylaw may be cited as "Housing Agreement Bylaw 8576, 2022 (2050 Marine Drive – No Rental Restrictions – North Site)".

Authorization to Enter into Agreement

2. The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Marvel Developments (Lions Gate Village) Ltd. substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands:
 - a) PID 004-811-054, Lot 1 of Lot 1 Block 15 District Lot 764 Plan 14885;
 - b) PID 009-283-862, Lot 2 Block 15 District Lot 764 Plan 10846;
 - c) PID 005-260-817, Lot 3 Block 15 District Lot 764 Plan 10846; and
 - d) PID 005-260-809, Lot 1 Block 15 District Lot 764 Plan 10846.

Execution of Documents

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

READ a first time

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8576

SECTION 219 COVENANT – HOUSING AGREEMENT

THIS AGREEMENT is dated for reference the ____ day of _____, 202_

BETWEEN:

MARVEL DEVELOPMENTS (LIONS GATE VILLAGE) LTD. (Incorporation No. BC0984524) a corporation incorporated under the laws of the Province of British Columbia with an office at _____

(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:

1. The Developer is the registered owner of the Lands (as hereinafter defined);
2. 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;
3. 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
4. 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 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 54 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 Corporation"* means the strata corporation formed upon the deposit of a plan to strata subdivide the Proposed Development pursuant to the *Strata Property Act*;
- (i) *"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
- (j) *"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 ~~8577~~ 8576 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*.

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 Owner:

If to the District:

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

Attention: Planning Department

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

- (a) 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.

- (b) 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 ~~846~~[18576](#).

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.

The Corporation of the District of North Vancouver**Bylaw 8577****A bylaw to enter into a Housing Agreement**

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

Citation

1. This bylaw may be cited as "Housing Agreement Bylaw 8577, 2022 (2050 Marine Drive – No Rental Restrictions – South Site)".

Authorization to Enter into Agreement

2. The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Marvel Developments (Lions Gate Village) Ltd. substantially in the form attached to this Bylaw as Schedule "A" with respect to the portion of the following lands outlined in bold and labelled as "South Parcel" on the sketch plan attached hereto as Schedule "B":
 - a) PID 004-811-054, Lot 1 of Lot 1 Block 15 District Lot 764 Plan 14885;
 - b) PID 009-283-862, Lot 2 Block 15 District Lot 764 Plan 10846;
 - c) PID 005-260-817, Lot 3 Block 15 District Lot 764 Plan 10846; and
 - d) PID 005-260-809, Lot 1 Block 15 District Lot 764 Plan 10846.

Execution of Documents

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

READ a first time

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8577

SECTION 219 COVENANT – HOUSING AGREEMENT

THIS AGREEMENT is dated for reference the ____ day of _____, 202_

BETWEEN:

MARVEL DEVELOPMENTS (LIONS GATE VILLAGE) LTD. (Incorporation No. BC0984524) a corporation incorporated under the laws of the Province of British Columbia with an office at _____

(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:

1. The Developer is the registered owner of the Lands (as hereinafter defined);
2. 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;
3. 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
4. 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 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 158 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 8577 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;
- (b) the Director is satisfied that the Owner has met all of its obligations all of its obligations under all provisions of the Development Covenant that relate to the air space subdivision to create the Strata Building Air Space Parcel, and has obtained occupancy permits for the Units located therein; and
- (c) this Section 219 Covenant – Housing Agreement remains registered at the LTO against title to the Strata Building Air Space Parcel (and each strata lot located in 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 Owner:

If to the District:

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

Attention: Planning Department

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

- (a) 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.
- (b) 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 ~~8461~~[8577](#).

7.07 Governing Law

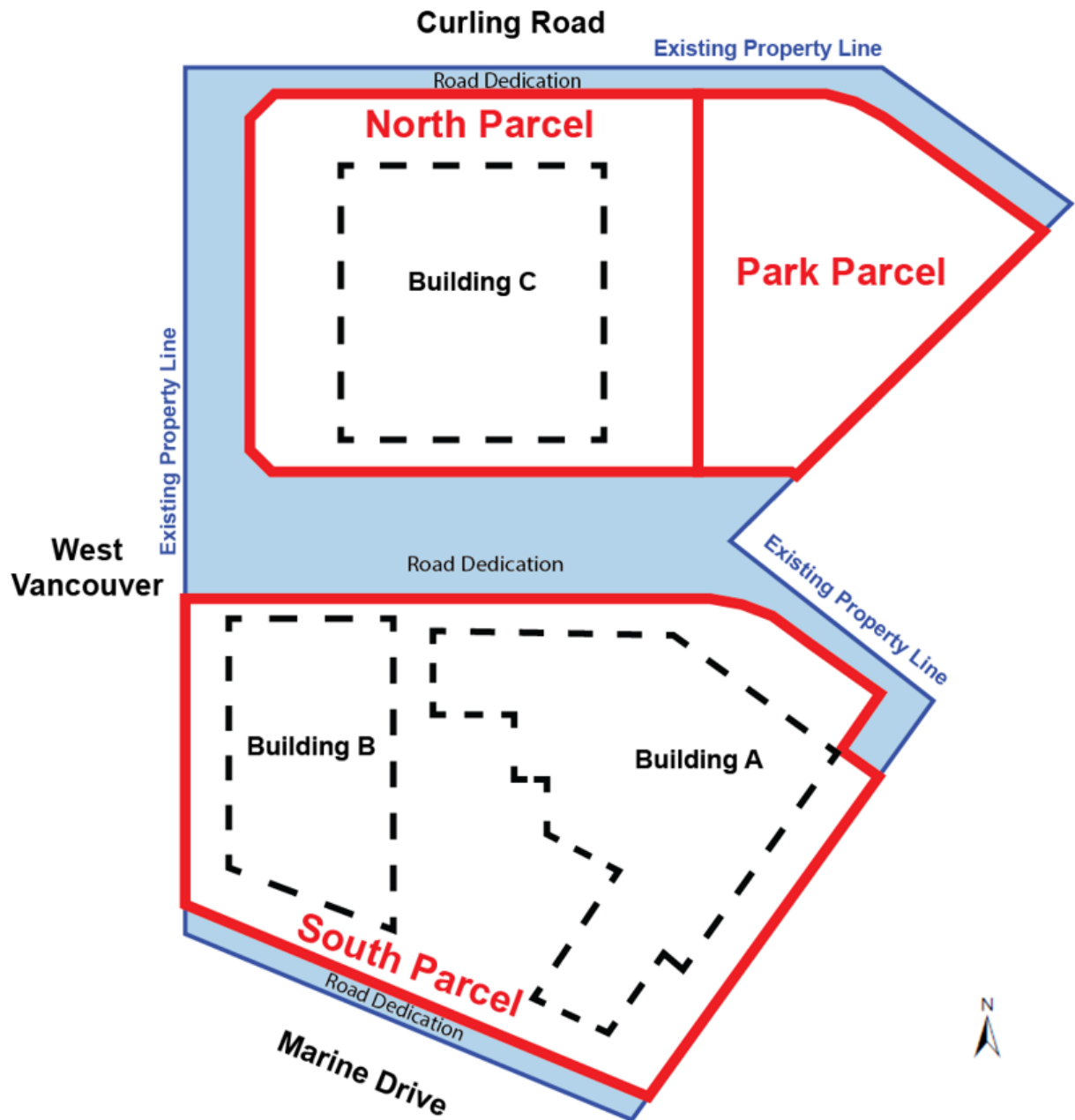
This Agreement is to be governed by and construed and enforced in accordance with the laws of British Columbia.

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 of Strata Building Air Space Parcel

Schedule B to Bylaw 8577
Sketch Plan showing the South Parcel



ROCKANDEL&ASSOCIATES*Building Success Through Process Facilitation**Organizational & Community Engagement***PUBLIC INFORMATION MEETING REPORT**

To: Tamsin Guppy, Planner, District of North Vancouver E: guppyt@dnv.org
 Samantha Potter, Projects Manager, Brook Pooni Assoc., E: spotter@brookpooni.com

From: Catherine Rockandel, IAF Certified Professional Facilitator
 Rockandel & Associates Tel: 1-604-898-4614 E: cat@growpartnerships.com

Re: Public Information Meeting Summary for Marvel Group Travelodge Project

Date: May 24, 2018

Event Date: Wednesday, May 23, 2018

Time: 6:00 PM – 8:30 PM

Location: Grouse Inn, 1633 Capilano Road, North Vancouver

Attendees: Fifty-two (52) members of the public signed in to the meeting

Comment Forms: Twenty (20) comments forms were received at the meeting

Notification**PIM Notification Flyers**

- 1,017 notification flyers were mailed on May 9, 2018. In addition, 50 notification packages were hand delivered to homes on McGuire and Garden Avenue (highlighted area purple in Canada Post map in Appendix), and 20 packages to Woodcroft.

Site Signs

- A PIM site sign was erected on May 10, 2018 notifying the community of the meeting

Newspaper Advertisement

- A quarter page colour ad ran in the North Shore news on May 16 and 18, 2018

Attendees: 52 members of the public attended the meeting, In addition, the following project team members, and District of North Vancouver staff were in attendance.

District of North Vancouver

Tamsin Guppy, Planner, District of North Vancouver

Project Consultants

Community Engagement: Samantha Potter, Sophie Perndl, Kara Matheson,
 Brook Pooni Associates

Development Management: Barry Savage, Three Shores Development

Architecture & Urban Design: Andrew Browne, Stuart Jones, Farnaz Abed, IBI

Landscape Architecture: David Stoyko, Connect Landscape Architecture

Transportation Engineers: Mladen Pecanac, IBI

Facilitator

Catherine Rockandel, Rockandel & Associates

PRESENTATION SUMMARY

The Official Community Plan (OCP) designates this site as Commercial Residential Mixed Use 2 (CRMU2). The application as submitted proposes approximately:

- 208 owned (condominium) units in a 29-storey tower with adjacent townhouses
- 56 owned (condominium) units in a six-storey building with adjacent townhouses
- 35 affordable rental apartments in a four-storey building
- Two floors of underground parking and a new public park are proposed.

To support public engagement in the meeting a sign language interpreter was provided and presentation boards handouts were translated into Farsi.

Key Themes

Twenty (20) comment forms were received at the meeting, of which fourteen (14) individuals expressed support for the proposal and six (6) did not indicate support but provided comments. There was no (0) individuals that indicated they were opposed to the development.

The key themes heard in the facilitated Q&A were also reflected in the comment sheets. Some individuals mentioned more than one theme in their comments.

- Twelve (12) comment forms focused on mixed housing and affordability issues including consideration of more market rental and senior housing
- Seven (7) comment forms focused on traffic issues in the area including some comments related to bus movements that impact traffic congestion
- Two (2) comment forms about parking in the local area including suggestions for changing parking orientation on Curling Road
- Two (2) comments forms focused on the Marine Drive interface with development including sidewalks and open space improvements.

PUBLIC COMMENT: Q & A (Index: Q: Questions C: Comment A: Answers)

Q1 I am confused because on the map I see Marine Drive at the bottom and Curling Road and Lions Gate Crescent in between. Isn't Lions Gate Crescent the new road that is extending into Hope and is there going to be a traffic light there? What about the buses that were expected to be coming in there?

A1 (Tamsin Guppy) The Lions Gate Village Centre Plan was done in conjunction with the neighbourhood back in 2013 and it tries to show how the core area in Lions Gate will build out as individual applications come in. Town Centre plans are just a vision for how that redevelopment might work. As you get the different parts of the jigsaw, they actually tie in together. The site we are talking about today includes the Travel Lodge Hotel, the Denny's restaurant, the Pho restaurant and the Earls parking lot. The actual Earls restaurant is in the West Vancouver municipality and is being developed by somebody else. Any buildings that are on Marine Drive frontage can't have their lobby entrances there because of the HOV lane and the fact you can't stop in a bus lane. We then needed to think of another way of providing access to those buildings and that is why you have an internal road. It also means you can have a very pedestrian friendly street. This site is

Marvel Group: Travelodge Public Information Meeting Summary
May 23, 2018

between Marine Drive and Curling Road and it has a road that connects to Glenaire and also connects to a new road that is currently a service road being used for truck deliveries. Curling will ultimately connect onto McGuire but that will only happen if and when the Comfort Inn and Best Western choose to redevelop.

Q2 Are they going to provide some stops or depots for the buses? I would like to understand how that works.

A2 (Tamsin Guppy) There is an existing bus stop on the south side of the Grouse Inn and Grouse Inn's application includes a widening of this bus stop and the development of a new public plaza. That application has been approved and they are going through the building permit process right now. They will probably start construction later this year or early next year. The application we are discussing tonight is right next door so we didn't need or ask for another bus stop. We will be getting better pedestrian connections. People coming from Woodcroft will be able to come straight down Glenaire and down a public path. For those, in the future that will be living in the Belle Isle developments or in the Larco project there will be a greenway trail that comes down. We are working on the landscape plan so that there will be a nice connection through the park and down the eastern side to bring you to Marine Drive as quickly as possible.

C3 I am concerned about the parking and traffic. If you have extra lanes as a perimeter to the development you have open space that could be used for vertical parking. All the parking on top is parallel. If you turn them 90 degrees and add another lane for backing up into the lane before Curling Road you could go from 12-15 feet of parking to 35 feet of parking. It is still open space but it would be double the parking. You should also think about the future and the possibility of wanting to widen that road. If you make that extra lane right now with vertical parking that would become possible. If you get future developers to do this as well maybe eventually an additional lane could be added to Marine Drive. The traffic is already bad and it is just going to get worse when the village project is completed.

A3 It comes down to extra street parking. Currently there is street parking along Curling Road and along the Crescent. Parking was placed according to city plans so we have been forced to place them where they decided they were to be. We agree there are other opportunities to increase the street parking but it comes down to the District approved parking locations.

Q4 Will you provide housing for people with disabilities and those who are homeless? I see you will offer 35 discounted units but what does that mean? Is that intended for those people or other kinds of people?

A4 The discounted or subsidized rental is proposed to be provided at CMHC Level 2. That is a 35% discount from average rents for any given unit. This is based on average rents for purpose built rental.

The District has a policy for enhanced accessibility requirements and adaptable unit requirements. The project will meet all of those requirements.

Marvel Group: Travelodge Public Information Meeting Summary
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- C5** I am happy to see that there is more densification and more multi-family densification happening on the North Shore. It gives some of us that grew up on the North Shore a chance to move back. Yes, densification brings more traffic issues but hopefully we will have some good resolutions for that. Overall, I am happy and impressed to see some diversity in housing stock because that has always been lacking on the North Shore.
- C6** I want to applaud the District for working with the proponent to ensure that purpose built rental is included in this project and the fact that this is affordable purpose built rental. On the North Shore we have a nearly zero vacancy rate and this is persistently continuing. We need to build more propose built rental here on the North Shore and in the District. The reality is that we need to get away from cars and the future is less cars and not more of them. Because of this, I wouldn't get too hung up on the parking.
- C7** I take the bus and the bus trip from that bus stop to downtown takes about 20 minutes.
- Q8** I know densification is happening all over the world but my concern at the moment is the fact that you are increasing densification by stealth and we are now going up to 29 stories. Can you please tell me where I can see a 29 storey apartment building in North Van district at this time?
- A8** Seylynn by Second Narrows Bridge has several towers between 24 and 32 stories. In terms of density, this project isn't any denser than it was when it was shorter. We just squeezed it because we have a bigger park and more roads and now an affordable housing building. The market condo part remains at the same square footage it is just in a different shape.
- Q9** When I phoned the District, the person on the front counter was not aware of any 29 stories or higher buildings so you might want to make sure that your people at the District know. My concern is that we will have a forest of towers. The woman at City Hall was very helpful in explaining density to me. We hear at these meetings that there is going to be lots of parks for children but where are these children going to go to school?
- A9** (Tamsin Guppy) This area is within the Capilano and Norgate Elementary School catchments and both schools have space in them. At the current time Capilano elementary also has the IB program in it to keep the number of students up to be able to keep the doors open. Schools are funded by the number of students not by the school itself and that is why some schools were closed in the past.
- C10** It is my understanding that Capilano Elementary is full but that there are spaces at Norgate. I would think the majority of children would have to go to Norgate.
- C11** We live in the Woodcroft building and I had a problem finding a school near this area so it is a huge problem for parents. Lions Gate Bridge is already so busy and I don't understand how the District can approve having more tall buildings, I just feel it is going to be a disaster. If Lions Gate Bridge was bigger there would be no problem but three lanes and so many people traveling to downtown is going to be a huge problem.

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- C12** I think this is a huge opportunity for millennials and people who are looking to be part of community and invest in the community where they can give into the community. If you look between the borders there is not really anything that we feel we could be a part of. I think this is an addition to the community and it is just going to bring benefit to the community.
- C13** There is a valid concern about traffic and public transportation. I think there is lack of communication between the City and the residents of the Lower Mainland in general and the municipalities all together. We can't just increase the traffic to a point where people are forced to get rid of their cars and use public transportation. I know it is extremely hard to get funding for public transport but we are not creative at all. There are all kinds of things that could be done with Lions Gate Bridge, there could also be more Sea Buses. It seems tax payers don't want to pay more for public transport because they don't understand why they have to. There seems to be a lack information and communication.
- A13** Translink is currently planning the B Line along Marine Drive and is due to open September 2019. The B Line goes across the North Shore and you would have to transfer to go downtown. There is also a plan to increase the Sea Buses.
- C14** The transportation plan is to have Curling cross over to McGuire where there will be lights on Marine Drive to bypass Capilano and Marine. The problem is the motels withdrew their applications so there is no Curling crossing Capilano at this time. The timing for this project is wrong. You are going to put these towers in with nowhere to go. You won't get out of Curling because Curling will not cross until the hotels put their applications in.
- A14** (Tamsin Guppy) As a municipality, one of the things we are obligated to consider is how we house our own residents. We have many wonderful single-family homes but they are expensive and not always great for seniors. We need to look at what our housing options are and that includes more apartments to compliment the single-family homes. We could put those anywhere but we tried to focus on town centres where there are services and buses so that some of those people wouldn't have to buy a second car and could sometimes possibly catch the bus. Right now, the adjacent bus stop has a bus every two minutes during rush hour which is better than anywhere else on the North Shore. That is why we focus development in places like this. The long-term vision is that we provide other ways out. Glenaire is already open so you can drive up to Fullerton and across. We are currently working with the owner of the other property, with the hopes of opening up a piece to create this link in the shorter term. We are still trying to play through when this could happen. This application being discussed today is still at its early stages and hasn't even started the Council process. We are at least four or five years out so we do have some time to achieve some other linkages.
- C15** You didn't let the people know where the buses will ultimately be going on McGuire. Currently buses coming off the Lions Gate Bridge go up Capilano Road and the ones coming down go down Garden. They are all to go on McGuire once the hotels put in their applications.

Marvel Group: Travelodge Public Information Meeting Summary
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- A15** (Tamsin Guppy) In the implementation plan, that is what we explored with Translink. We are currently having more workshops with Translink to see if we might be able to have the buses on Capilano Road. In the short term, we can still continue to use Garden Avenue.
- C16** In the OCP, the tower was supposed to be tapering down so it was supposed to be 19 stories not 29. The public was presented with an OCP that they approved in 2011 at 19 stories. I still think it needs to be lowered.
- Q17** I didn't get an answer to my question and am still wondering why we can't have a setback along Marine Drive for all new development? It would leave 20 feet for a bus stop. It is for public transportation not parking. Then when the bus stops the traffic can flow by.
- A17** (Tamsin Guppy) The developer is prepared to give up land for roads and road improvements. You are right that we need more land to make our roads work better. We ask developers when they go through rezoning to give up land for that purpose. 29% of this site is already being proposed for roads.
- C18** They are giving more land to the north side and they want to make it green. Why don't they give it to Marine Drive so when the bus parks, traffic can flow on the bridge?
- A18** (Tamsin Guppy) We have people that want to ride safely on Curling so we want enough land that we can have a shared bike lane on Curling Road. We agree that better traffic flow is needed and are working hard on a variety of measures to make that happen over time.
- Q19** Will you make crossing at Capilano and Marine safer for pedestrians? Maybe with a ramp or overpass?
- A19** (Tamsin Guppy) The implementation plan of 2013 was a best guess but as each application comes in, we work harder to improve. We listen to comments and try to adjust. What we have now for the Grouse Inn is land dedication that they have given up to get a whole extra lane. We have tried to address the design of this crossing and there is a ramp to get across and it will be a fully accessible intersection. Every new intersection we do will have ramps down. We are also looking at tactile strips for those people with visual disabilities. We work with organizations like the Rick Hansen Foundation to try to improve our public realm and make our communities as inclusive as possible. We find that people feel safer with wider and safer sidewalks with shops' looking onto them instead of using a pedestrian overpass that is closed in, especially at night.
- (Traffic Engineer) Another option is to increase the traffic light times for pedestrians to cross as well.
- C20** We have serious problems right now with traffic jams on Capilano and Marine Drive. To me, a simple solution would be to allow cars coming south on Capilano to turn first and then allow the green lights to turn from north going south, that way they wouldn't create a traffic jam. That is the problem now and then when you start to use Curling for moving all the development vehicles and work, it is going to be a huge problem. There is not adequate space for the vehicles, you need an extra lane which you don't have.

Marvel Group: Travelodge Public Information Meeting Summary
May 23, 2018

- A20** I believe the District is planning on having a south bound left turn lane in the future that would allow better operation of the signal. The signal timings can be tweaked to improve the operation.
- C21** That is something that should be done right now.
- C22** The concept of overhead walkways were in the first iteration that came out for the Village. The District removed the overhead walkways because they didn't want to pay for them. Everything here is being paid for by the developers and the District didn't want to put in any more money and put in the walkways.
- C23** Every time I come to these meetings I hear you talk about shops at street level. I have been very disappointed with the development of the shops along Marine Drive. There are essentially no shops along Marine Drive. If we are talking about the future, many people are already using online shopping so we won't be using shops. There will be no need and there will be no lights of shops shining on Capilano Road as there aren't already on Marine Drive. It is a dead area and you aren't going to be able to generate stores, they are going to disappear. I think it might be good if by the time we get to the next iteration you can think of a different way of describing what is going to happen here.
- Q24** Have you thought about helping the NDP with the process of lowering the price of housing for first time buyers? Have you thought about doing anything besides the 35% rental? That is much lower than what I had in mind. I thought they were going to build up a huge complex of rental apartments in this area. If you are going to do this, maybe 50-60% of them should have to be rental to help with the housing problem.
- A24** In terms of the market units, we don't know what price we will be offering them at. We don't know what programs we are going to offer. We have at least 18 months of a City process to go through so it is far too early to decide on that. With regards to the rental, the buildings that are under construction right now, the Larco buildings, they are 100% rental.
- C25** I am interested in hearing about any plans moving forward that the City may have in regards to helping first time home buyers

APPENDIX: Flyer Notification (page one)

Please Join Us

The Marvel Group is hosting a Public Information Meeting for our proposal in Lions Gate Village. Located at 2050-2070 Marine Drive, the proposal is for one 26-storey tower, one 6-storey and one 2-storey building which includes 22 ground oriented townhomes, office and amenity space.

DETAILS

Date: Saturday, May 27, 2017

Time: 10:30 - 1:00 pm (drop-in)

Location: Grouse Inn Meeting Room
1633 Capilano Rd
North Vancouver

Online: Information boards will be available online on May 27 at
<http://www.brookpooni.com/resources/>

MEETING LOCATION: GROUSE INN



★
MEETING LOCATION:
GROUSE INN MEETING ROOM
1633 CAPILANO RD
NORTH VANCOUVER

Please note: this information package is being distributed to residents within approximately 400 metres of the proposed development site, in accordance with District of North Vancouver policy.

Marvel Group: Travelodge Public Information Meeting Summary
May 23, 2018

APPENDIX: Flyer Notification (page two)

The Public Information Meeting will:

- outline key elements of the proposal (such as housing options and public realm improvements),
- present building designs (including building illustrations), and
- provide an opportunity to ask questions of the consultant team.

DESIGN CONCEPT



SITE MAP



QUESTIONS?

Tamsin Guppy

Planner, District of North Vancouver
t: 604-990-2360
e: guppyt@dnv.org

Samantha Potter

Projects Manager, Brook Pooni Associates
t: 604-731-9053
e: spotter@brookpooni.com

Marvel Group: Travelodge Public Information Meeting Summary
May 23, 2018

APPENDIX: Farsi Notification (page 3)

از شما دعوت میشود که در دومین جلسه عمومی معرفی پروژه شرکت نمایید.

Marvel Group برگزاری دومین جلسه عمومی معرفی پروژه خود را جهت ارائه پیشنهاد جایگزین بازسازی قطعات 2050-2070 Marine Drive & Curling Road 2000 (سایت هتل Trovelodge) اعلام میدارد.

پیشنهاد جدید در برگزیده یک ساختمان ۲۹ طبقه مسکونی، یک ساختمان ۶ طبقه مسکونی و یک ساختمان ۴ طبقه استیجاری ارزان قیمت (purpose-built subsidized rental building) میباشد.

در نتیجه اجرای این پروژه حدود ۲۳۶ واحد آپارتمانی (market residential units)، ۲۶ واحد townhomes و ۳۰ واحد آپارتمان استیجاری ارزان قیمت (subsidized rental units) حاصل خواهد گردید.

این پیشنهاد جایگزین در پاسخ نظرات عموم بازبینیکنندگان مرحله اول معرفی پروژه تهیه شده و در نتیجه با اضافه کردن کمی به ارتفاع ساختمان برج (tower) امکان ارائه پارک عمومی بسیار بزرگتر و واحدهای استیجاری ارزان قیمت فراهم شده است.

مشخصات جلسه عمومی معرفی پروژه

تاریخ: چهارشنبه ۲۳ می سال ۱۳۹۸

زمان: ۶:۳۰ تا ۸ بعد از ظهر به شرح زیر:

۶:۳۰ تا ۷ - بازدید عمومی

۷:۰۰ تا ۷:۳۰ - معرفی توسط تیم مشاوران

۷:۳۰ تا ۸ - بخش پرسش و پاسخ با تسهیلات لازم

آدرس محل برگزاری جلسه:

Grouse Inn Meeting Room
1633 Capilano Road, North Vancouver

اطلاعات مربوطه بصورت آن لاین در تاریخ ۲۳ می در سایت زیر ارائه خواهد شد. : Online
<http://www.brookpooni.com/resources/>

لطفاً در نظر داشته باشید که بفرجه اطلاعات برای همسایگان پروژه تا شمع ۴۰۰ متری پروژه توزیع خواهد شد.

APPENDIX: Canada Post and Hand Delivery Distribution Area



APPENDIX: Newspaper Advertisement

Public Information Meeting #2

A redevelopment is proposed for the properties located at 2050-2070 Marine Drive and 2000 Curling Road (the Travelodge site) to allow a 29-storey residential tower, a 6-storey residential building, and a 4-storey purpose-built subsidized rental building. Please join us at our second Public Information Meeting to review the updated proposal and share your thoughts.

Marvel Group is proposing to rezone the properties into a Comprehensive Development Zone to permit approximately 236 market residential units, 26 townhomes, and 35 purpose-built subsidized rental units. This revised proposal responds to public feedback and includes an increase in the tower height to allow for a larger public park and rental housing.

Public Information Meeting Details

Date: Wednesday, May 23, 2018

Time: 6:30 p.m. - 8:00 p.m. Presentation at 7:00 p.m.

Location: Grouse Inn Meeting Room (1633 Capilano Rd, North Vancouver)

SITE MAP



DESIGN CONCEPT



Information packages are being distributed to residents within approximately 400 meters of the proposed development site. If you would like more information please contact **Sophie Perndl** at **Brook Pooni Associates** at **604-731-9053** or **Tamsin Guppy** at the District of North Vancouver at 604-990-2391.

Please note: 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.

Marvel Group: Travelodge Public Information Meeting Summary
May 23, 2018

APPENDIX: Site Signage

Developer's Public Information Meeting #2

Revised Proposal:

**A 29-storey residential tower,
a 6-storey residential building,
a 4-storey purpose-built
subsidized rental building,
and an expanded public park.
Included would be a range
of residential units including
townhomes and rental housing.**



**May 23, 2018 6:30pm – 8:00pm
(presentation at 7:00pm)
Grouse Inn Meeting Room
1633 Capilano Rd**

**Applicant Contact:
604-731-9053 x 114**

**DISTRICT OF
NORTH
VANCOUVER**

This meeting is required
by the District of North
Vancouver as part of the
regulatory process.