

# AGENDA

## *PUBLIC HEARING*

**Tuesday, November 6, 2012**

**7:00 p.m.**

**Council Chamber, Municipal Hall**

**355 West Queens Road,**

**North Vancouver, BC**

**Council Members:**

Mayor Richard Walton

Councillor Roger Bassam

Councillor Robin Hicks

Councillor Mike Little

Councillor Doug MacKay-Dunn

Councillor Lisa Muri

Councillor Alan Nixon



NORTH VANCOUVER  
DISTRICT

[www.dnv.org](http://www.dnv.org)

THIS PAGE LEFT BLANK INTENTIONALLY

---

## PUBLIC HEARING

7:00 p.m.  
Tuesday, November 6, 2012  
Council Chamber, Municipal Hall,  
355 West Queens Road, North Vancouver

### AGENDA

1. **OPENING BY THE MAYOR**

2. **INTRODUCTION OF BYLAW BY CLERK**

**Bylaw 7955: The District of North Vancouver Rezoning Bylaw 1286**

*Purpose of Bylaw:*

Bylaw 7955 will amend the existing high density, mixed use zoning for ‘Seylynn Village,’ the property north of Fern and east of Mountain Highway.

**Bylaw 7957: Phased Development Agreement (Seylynn Village) Bylaw 7957, 2012**

*Purpose of Bylaw:*

Bylaw 7957 will authorize the Mayor and Municipal Clerk to execute and deliver a Phased Development Agreement with Seylynn (North Shore) Properties Corp. (Inc. BC0920285) as the form attached as Schedule A to Bylaw 7957.

3. **PRESENTATION BY STAFF**

Presentation: Michael Hartford, Community Planner

4. **PRESENTATION BY APPLICANT**

Presentation: Seylynn (North Shore) Properties Corporation

5. **REPRESENTATIONS FROM THE PUBLIC**

6. **QUESTIONS FROM COUNCIL**

7. **COUNCIL RESOLUTION**

*Recommendation:*

THAT the November 6, 2012 Public Hearing be closed;

AND THAT Bylaw 7955, “The District of North Vancouver Rezoning Bylaw 1286,” be returned to Council for further consideration;

AND THAT Bylaw 7957, "Phased Development Agreement (Seylynn Village) Bylaw, 2012" be returned to Council for further consideration.

**8. CLOSING**



## **The Corporation of the District of North Vancouver**

### **Bylaw 7955**

A bylaw to amend the District of North Vancouver Zoning Bylaw 3210, 1965  
(Seylynn Village)

---

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

#### **1. Citation**

This bylaw may be cited as “The District of North Vancouver Rezoning Bylaw 1286” (Bylaw 7955). ”.

#### **2. Amendments**

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

- (a) Part 2 by replacing:

“For definitions applicable to the Employment Zones, Village Commercial Zones and Comprehensive Development Zone 65 see Part 2A, for all other zones see below.”

With:

“For definitions applicable to the Employment Zones, Village Commercial Zones and Comprehensive Development Zones 65 and 67 see Part 2A, for all other zones see below.”

- (b) Part 2A by replacing the following:

“Definitions Applicable to the Employment Zones, Village Commercial Zones, and Comprehensive Development Zone 65 (Sections 600-A, 600-B, 750, 770, and 4B370 to 4B385)

The following definitions apply in the Employment Zones, Village Commercial Zones and Comprehensive Development Zone 65 (Sections 600-A, 600-B, 750, 770, and 4B370 to 4B385) only:”

with:

“Definitions Applicable to the Employment Zones, Village Commercial Zones, and Comprehensive Development Zone 65 (Sections 600-A, 600-B, 750, 770, 4B370 to 4B385, and 4B402 to 4B410)

The following definitions apply in the Employment Zones, Village Commercial Zones, Comprehensive Development Zone 65 (Sections 600-A, 600-B, 750, 770, and 4B370 to 4B385) and Comprehensive Development Zone 67 (Sections 600-A, 600B, 750, 770, 4B370 to 4B385, and 4B402 to 4B410) only:”

- (c) Section 301(2) by replacing the following zoning designation:
- “Comprehensive Development Zone 60 (CD60)”
- with
- “Comprehensive Development Zone 60 (CD60) – Repealed” (Bylaw 7955)
- and
- “Comprehensive Development Zone 61 (CD61)”
- with
- “Comprehensive Development Zone 61 (CD61) – Repealed” (Bylaw 7955)
- (d) Section 301(2) by inserting the following zoning designation:
- “Comprehensive Development Zone 67 (CD67)”
- (e) Part 4B be amended by deleting the following zones in their entirety:
- i. “Comprehensive Development Zone 60 (CD60)”
  - ii. “Comprehensive Development Zone 61 (CD61)”
- (f) Part 4B be amended by adding the following:
- “Section 4B337  
Comprehensive Development Zone 60 (CD60) – Repealed (Bylaw 7955)”
- and
- “Section 4B345  
Comprehensive Development Zone 61 (CD61) – Repealed (Bylaw 7955)”
- (g) Part 4B be amended by inserting the following new section:

**“4B402 Comprehensive Development Zone 67 (CD67)”**

**Intent**

The purpose of the CD67 Zone is to establish specific land use and development regulations to facilitate a multi-family residential project including a variety of housing choices, commercial uses, and public spaces in a compact, liveable neighbourhood with access to alternative transportation options. The CD67 zone is intended to permit development of up to 790 multiple family residential units and up to 1,100 m<sup>2</sup> (11,840 sq. ft.) of commercial space, all in a mix of building forms.

The CD67 Zone is applied to all the lands included within:

Lot A, District Lot 613, Group 1, New Westminster District, Plan BCP49795  
(PID 028-737-172),

Lot B, Block 6, District Lot 613, Plan 8284 (PID 010-168-265)

Lot 2, District Lot 613, Group 1, New Westminster District, Plan BCP 45273  
(PID 028-278-968)

Lot 3, District Lot 613, Group 1, New Westminster District, Plan BCP45273  
(PID 028-278-984)

as well as the portion of municipal road and lane labelled as “lane to be closed” and “road to be closed” on the road closure plan attached and labelled Schedule C.

#### **4B403 Interpretation**

For the purposes of the CD67 Zone, the following terms have the meaning given to them in Part 2A:

- (i) office use;
- (ii) personal service use;
- (iii) residential use;
- (iv) retail use;

The following additional interpretations shall apply in the CD67 Zone:

**Commercial purposes** means the use of land, building and structure for office use, personal service use, retail use, and take-out restaurant.

**Floor Space Ratio (FSR)** means that figure obtained when the aggregate gross floor area of all buildings and structures in the CD67 zone exclusive of areas below grade, areas exempted by Section 410 and areas exempted by section 4B406(5) is divided by the aggregate area of all lots in the CD67 zone.

**Micro car parking space** means a parking space meeting the requirements set out in Section 4B410(4)(iii).

**Multi-family flex unit** means an owner-occupied dwelling unit that has a gross floor area of not less than 74 m<sup>2</sup> (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 m<sup>2</sup> (258.3 sq. ft.) and not more than 37 m<sup>2</sup> (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.

**Take-out restaurant use** means the use of land, buildings and structures for the provision of prepared food and beverages primarily for off-site or outdoor consumption but may include an indoor eating area limited to not more than 20 persons. Typical uses would include: pizzerias, delicatessens; caterers, cafes; and sandwich bars. This use class does not include: neighbourhood public houses; drive-through restaurants; licensed lounge or supermarkets;

#### **4B404 Uses**

(1) The following uses of land, buildings and structures are permitted in the CD67 Zone:

a. Principle Uses:

- (i) Residential Use;
- (ii) Multi-family flex unit;
- (iii) Personal Service Use;
- (iv) Retail Use;
- (v) Take Out Restaurant Use;
- (vi) Office Use.

b. Accessory Uses:

- (i) Home occupations;
- (ii) Private recreation facility to serve residential units; and
- (iii) Outdoor customer service areas.

#### **4B405 Principal Use Regulations**

(1) The following regulations apply to principal uses:

(a) All uses: all uses of land, buildings, and structures are permitted only when all aspects of the use are completely contained within an enclosed building except for:

- i.) on-site roadways, driveways, parking and loading areas;
- ii.) landscaped areas such as public plazas, trails, and pedestrian walkways, outdoor seating, and play areas;
- iii.) outdoor customer service areas;
- iv.) the display of goods limited to 5m<sup>2</sup> (54 sq.ft. per commercial purposes unit);
- v.) outdoor amenity areas (balconies, patios or roof decks).

(b) Residential uses: the use of land, buildings, and structures for dwelling units is permitted when the following conditions are met:

- i.) each dwelling unit shall have access to a private outdoor amenity area (balcony, patio, or roof deck) not less than 4.5 m<sup>2</sup> (48.4 sq.ft.) in size.
- ii.) balcony enclosures are prohibited.

(c) Office, Personal Service, Take-out Restaurant, Retail and Service uses: the use of land, buildings, and structures for these uses is only permitted when the following conditions are met:

- i.) Drive-through service windows and drive-through aisles are prohibited.
- ii.) any associated outdoor customer service areas must comply with the regulations in Section 4B405(6).

- (2) Development applications in the CD67 Zone will be reviewed in conjunction with the applicable development permit guidelines, land use covenant, and development guidelines.
- (3) In no case shall more than 25% of the dwelling units in a multi-family building be multi-family flex units.
- (4) In the case of multi-family flex units, laundry facilities shall be provided for the lock-off room within the lock-off room, or, alternatively, one washing machine and one dryer shall be provided for each 20 multi-family flex units within the multi-family building in which the multi-family flex units are located.
- (5) A minimum of 500 m<sup>2</sup> (5,382 sq.ft.) of the total permissible floor area in the CD67 Zone must be used for commercial purposes.
- (6) Outdoor Customer Service Areas:

Despite Section 413, outdoor customer service areas in Comprehensive Development Zone CD67 shall be permitted only in accordance with the following regulations:

- a) an outdoor customer service area must be operationally and physically tied to the principal use premises which it serves;
- b) an outdoor customer service area shall not exceed the lesser of 50% of the total gross floor area of the premises to which it relates or 25 seats;

(7) Acoustical Requirements:

In the case of residential purposes a development permit application shall require evidence in the form of a report and recommendations prepared by persons trained in acoustics and current techniques of noise measurements, demonstrating that the noise levels in those portions of the dwelling listed below shall not exceed the noise levels expressed in decibels set opposite such portions of the dwelling units. For the purpose of this section the noise level is the A-weighted 24-hour equivalent (Leq) sound level and will be defined simply as the noise level in decibels:

Portion of Dwelling Unit	Noise Level (Decibels)
bedrooms	35
living, dining, recreation rooms	40
kitchen, bathrooms, hallways	45

For the purposes of mixed-use development with ground floor commercial space, the acoustical report shall provide evidence that commercial activities will not result in contraventions of the above-noted residential noise-level limits.

#### **4B406 Height, Size and Density Regulations**

The height, size, and density buildings and structures in the CD67 zone shall comply with the following regulations:

(1) Height:

The maximum height and maximum number of storeys of buildings and structures in the CD67 zone shall be regulated as follows, with specific building height provisions based on the development parcel identifiers noted in the map attached labelled "Schedule B."

For the purposes of this section:

- i. Building height shall be measured from the finished grade to the highest point of the roof surface.
- ii. Notwithstanding the provisions of Section 407, the following height exceptions shall apply in the CD67 Zone:
  - a) The following buildings, structures or portions thereof shall not be subject to height limitation: Elevator penthouses, heating, cooling, ventilation and mechanical equipment provided they are completely screened and do not extend more than 5.0 metres above the highest point of any roof surface.
- iii. A podium element attached to a higher building shall be considered part of the higher building.
- iv. Maximum building height shall be as follows:
  - On Parcel 1, a residential building may not exceed 24 storeys and 75.4 m (247.4 ft.) in height.
  - On Parcel 2, a residential building may not exceed 6 storeys and 18.6 m (61 ft.) in height. Other buildings on Parcel B may not exceed 3 storeys or 13.0 m (42.7 ft.) in height.
  - On Parcel 3, a building may not exceed 28 storeys and 86.8 m (284.8 ft.) in height.
  - On Parcel 4, a building may not exceed 32 storeys and 98.2 m (322.2 ft.) in height.

(2) Density:

In the CD67 Zone the floor space ratio shall be a maximum of 1.5. The maximum aggregate number of dwelling units shall be 275, including a maximum of 205 market condominium dwelling units and 70 affordable rental dwelling units. The maximum floor area for commercial purposes shall be 200 m<sup>2</sup> (2,153 sq. ft.)

(3) Despite Section 4B406(2) the maximum aggregate gross floor area for residential uses shall be 48,000 m<sup>2</sup> (516,668 sq. ft.) the maximum aggregate gross floor area for commercial purposes shall be 500 m<sup>2</sup> (5,382 sq. ft.) and the maximum aggregate number of dwelling units shall be increased to a total of 545 dwelling units if the following condition is met at no cost to the District:

- (a) \$1.5 million is contributed to a reserve fund to be used for the design and construction of improvements and enhancements to Seylynn Park and for other community facility enhancements in the Lower Lynn neighbourhood in the District of North Vancouver, with the choice of the amenity enhancement projects, the timing and allocation of the funds between amenity enhancement projects and the design and extent of the amenity enhancement projects to be determined by the District in its sole discretion.

(4) Despite Sections 4B406(2) and 4B406(3) the maximum aggregate gross floor area for residential uses shall be 73,400 m<sup>2</sup> (790,071 sq. ft.), the maximum aggregate gross floor area for commercial purposes shall be 1,025 m<sup>2</sup> (11,033 sq. ft.) and the maximum aggregate number of dwelling units shall be increased to a total of 790 dwelling units if the following condition is met at no cost to the District:

- (a) \$1.0 million (over and above the \$1.5 million referred to in section 4B340(2)) is contributed to a reserve fund to be used for the design and construction of improvements and enhancements to Seylynn Park and for other community facility enhancements in the Lower Lynn neighbourhood in the District of North Vancouver, with the choice of the amenity enhancement projects, the timing and allocation of the funds between amenity enhancement projects and the design and extent of the amenity enhancement projects to be determined by the District in its sole discretion.

(5) Floor Space Ratio Exemptions

The following shall be excluded from the computation of gross floor area:

- (i) The area within parking garages, parking access areas, interior and exterior common staircases, elevator shafts, uncovered roof deck areas, as well as common heating, mechanical, electrical and utility rooms.
- (ii) The area of balconies and covered patios in a building up to an area equal to 10% of the residential floor area in this building.

- (iii) An area not to exceed 2,100 m<sup>2</sup> (22,604 sq. ft.) within a single common private accessory recreation building to serve all residential units on Parcels A, C, and D as shown on the map attached labelled "Schedule B" where such recreation building shall include workout rooms, games rooms, or other uses of a social or recreational nature.
- (iv) The area within dwelling units required to achieve the District's Adaptable Design Guidelines to accommodate mobility and accessibility, to a maximum of 1.86 m<sup>2</sup> (20 square feet) for a Level 2 unit, and 4.2 m<sup>2</sup> (45 square feet) for a Level 3 unit.
- (v) The area within designated bicycle parking and storage areas, not within an individual dwelling unit, and located at or below Level 2 of a building, to a maximum of 5% of the gross floor area of the building within which the designated bicycle parking and storage area is located.
- (vi) The area within a child-care space secured by a restrictive covenant satisfactory to the District of North Vancouver and up to a maximum of 260 m<sup>2</sup> (2,799 square feet).

#### **4B407 Landscaping Regulations**

- (1) All land areas not occupied by buildings, structures, driveways, sidewalks and public plaza spaces shall be landscaped or finished in accordance with an approved landscape plan.
- (2) All electrical kiosks not located underground or within a building shall be screened with landscaping.

#### **4B408 Flood Construction Requirements**

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

#### **4B409 Waste Disposal / Recycling Facility Regulations**

- (1) All surface garbage and recycling container temporary storage areas shall be screened with a minimum 2 metre (6.56 foot) high screen consisting of a screening wall, landscaping or a combination thereof.



#### **4B410 Parking, Loading and Bicycle Parking Regulations**

Parking for vehicles and bicycles and loading facilities in this zone shall be provided in accordance with the following regulations:

(1) Parking shall be provided as follows:

- a) Commercial purposes: 1 space / 45 m<sup>2</sup> of GFA\*
- b) Child-care: 1.25 spaces / classroom
- c) Market Residential: 1.1 spaces / dwelling unit
- d) Market Residential Visitor Parking: 0.1 spaces / dwelling unit
- e) Affordable Rental Housing 0.74 spaces / dwelling unit inclusive of visitor parking

\*GFA (Gross Floor Area).

(2) Unbundled parking is permitted to a maximum of 25% of market residential units.

(3) All off-street parking spaces shall be provided on the same parcel as the building for which such spaces are required and Sections 1002.4 and 1002.5 of the Zoning Bylaw shall not apply in the CD67 Zone.

(4) Small Car and Micro Car Parking Spaces are permitted under the following conditions:

- (i) The ratio of small car parking spaces in the CD67 Zone shall not exceed 35% of the total vehicle parking requirement.
- (ii) The ratio of micro car parking spaces in the CD67 Zone shall not exceed 5% of the total vehicle parking requirement.
- (iii) Parking space sizes shall be in accordance with Part 10 of the Zoning Bylaw and in addition Micro Car spaces shall comply with the dimensions indicated in the following table:

Parking Space Type	Length	Width	Height
Micro Car	3 m (9.9 ft.)	2.3 m (7.6 ft.)	2.1m (6.9 ft.)

(5) Loading facilities shall be provided in accordance with the following:

- a) One loading space shall be provided for each building of more than 100 dwelling units. Loading spaces shall be shared between residential and commercial loading activities where buildings include a commercial purposes use.
- b) A loading space shall be located on the same lot as the development or building it is intended to serve.

- (6) One community car share vehicle shall be provided for each 160 residential units, or portion thereof, and such community care share vehicle(s) shall be available for use by all occupants of lands zoned CD67.

(7) Bicycle Parking Requirements:

Indoor bicycle parking spaces (secured and weather-protected) and exterior parking spaces (adjacent to the entrances of buildings for visitors to the site) are required in accordance with the following table:

<b>Land Use</b>	<b>Secured Bicycle Parking</b>	<b>Exterior/Visitor Bicycle Parking</b>
Residential	A minimum of 0.5 spaces per dwelling unit	A minimum of 6 spaces for any development containing 20 or more dwelling units
Commercial Uses	Not Applicable	A minimum of 1 space for each 100m <sup>2</sup> GFA
Child Care Facility	No requirement	No requirement

\*GFA (Gross Floor Area)

(d) The Zoning map is amended as follows:

- (i) in the case of all the lands included within:

Lot A, District Lot 613, Group 1, New Westminster District,  
Plan BCP49795 (PID 028-737-172),  
Lot B, Block 6, District Lot 613, Plan 8284 (PID 010-168-265)  
Lot 2, District Lot 613, Group 1, New Westminster District,  
Plan BCP 45273 (PID 028-278-968)  
Lot 3, District Lot 613, Group 1, New Westminster District,  
Plan BCP45273 (PID 028-278-984)

by rezoning the land from Comprehensive Development Zone 60 (CD60), Comprehensive Development Zone 61 (CD61), and General Commercial Zone 1A (C1A) to Comprehensive Development Zone 67 (CD67); and

- (ii) in the case of the portion of municipal road and lane labelled as “lane to be closed” and “road to be closed” on the road closure plan attached and labelled Schedule C, by zoning said land to Comprehensive Development Zone 60 (CD67),

all as generally illustrated on the attached map labelled Schedule A.

### **3. Repeal**

That "Rezoning Bylaw 1242 (Bylaw 7770)" is repealed.  
That "Rezoning Bylaw 1243 (Bylaw 7779)" is repealed.

**READ** a first time this the 15<sup>th</sup> day of October, 2012

**PUBLIC HEARING** held this the

**READ** a second time this the

**READ** a third time this the

Certified a true copy of "Rezoning Bylaw 1285 (Bylaw 7955)" as at Third Reading

---

Municipal Clerk

**APPROVED** by The Ministry of Transportation and Infrastructure this the

**ADOPTED** this the

---

Mayor

---

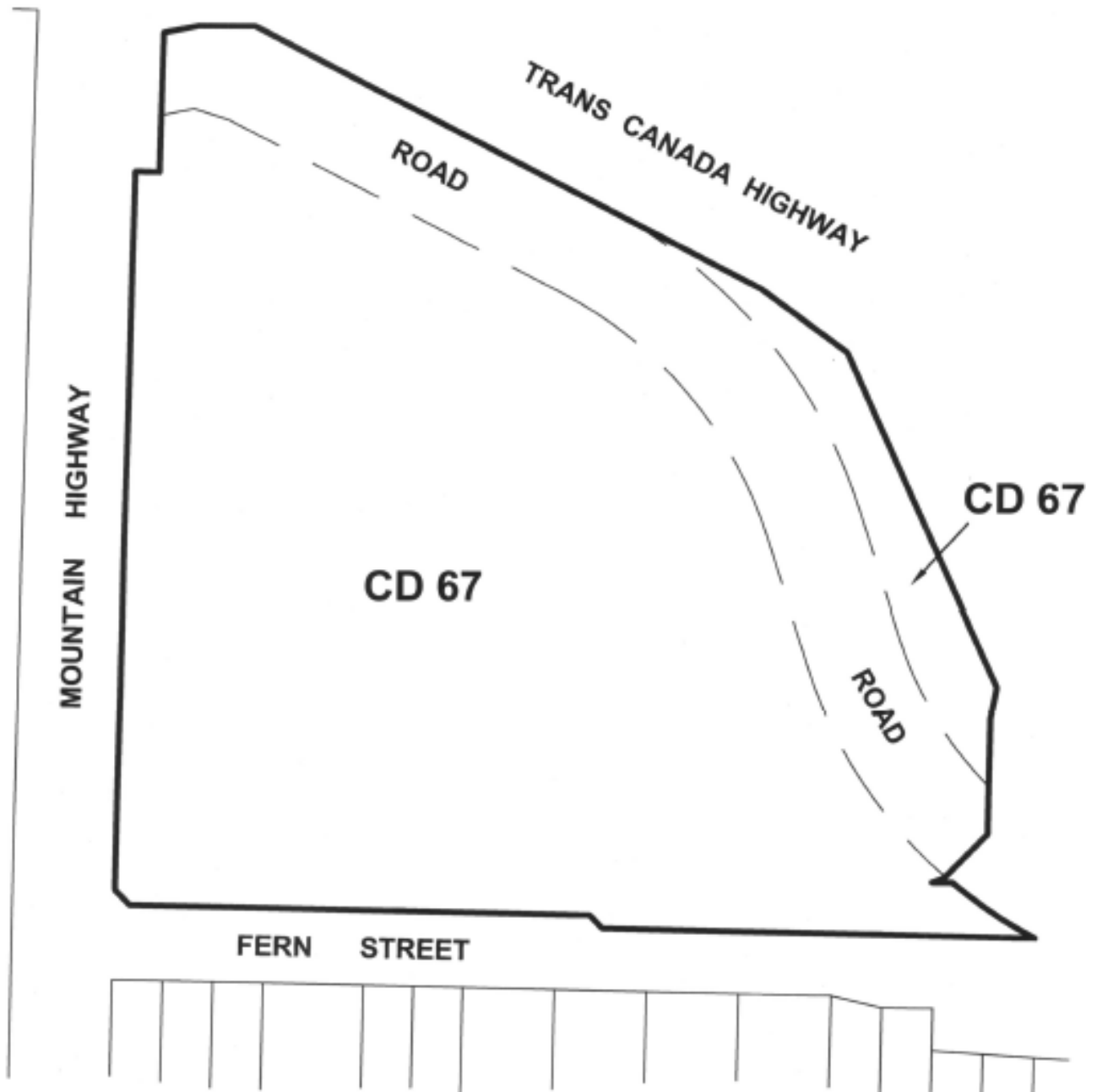
Municipal Clerk

Certified a true copy

---

Municipal Clerk

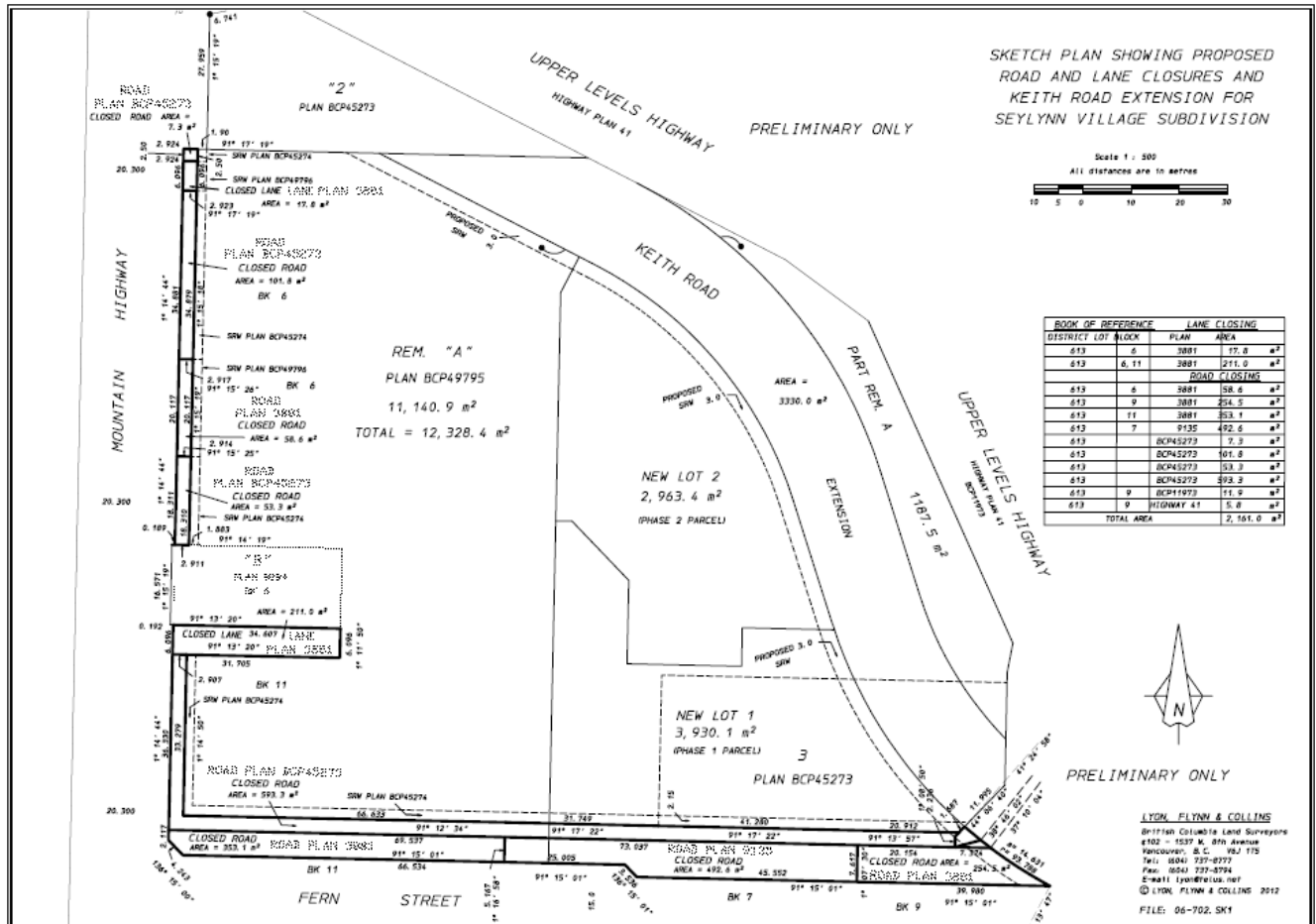
Schedule A to Bylaw 7955



Schedule B to Bylaw 7955



## Schedule C to Bylaw 7955



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

**Bylaw 7957**

A bylaw to authorize a phased development agreement

---

The Council for The Corporation of the District of North Vancouver enacts pursuant to s. 905.1 of the *Local Government Act* as follows:

**1. Citation**

This bylaw may be cited as “Phased Development Agreement (Seylynn Village) Bylaw 7957, 2012”.

**2. Phased Development Agreement (Seylynn Village)**

The Mayor and Municipal Clerk may execute and deliver an agreement with Seylynn (North Shore) Properties Corp. (Inc. No. BC0920285) in the form attached as Schedule A to this Bylaw.

**3. Repeal**

Phased Development Agreement (Seylynn Village) Bylaw 7771, 2009 is hereby repealed.

**READ** a first time this the 15<sup>th</sup> day of October, 2012

**PUBLIC HEARING** held this the

**READ** a second time this the

**READ** a third time this the

**ADOPTED** this the

---

Mayor

---

Municipal Clerk

Certified a true copy

---

Municipal Clerk

## **Schedule A to Bylaw 7957**

### **PHASED DEVELOPMENT AGREEMENT**

THIS AGREEMENT dated for reference the 15<sup>th</sup> day of October, 2012 is

BETWEEN:

**THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER**, a municipality incorporated under the *Local Government Act*, R.S.B.C. 1996, c.323 and having its office at 355 Queens Road West, North Vancouver, BC V7N 2K6

(the "District")

AND:

**SEYLYNN (NORTH SHORE) PROPERTIES CORP.** (Incorporation No. 920285) a corporation incorporated under the laws of the Province of British Columbia with an office at 403- 850 Harbourside Drive, North Vancouver, British Columbia V7P 0A3

(the "Owner")

WHEREAS:

- A. Seylynn (North Shore) Properties Corp. is (or will be) the registered owner in fee simple of all the land in the District of North Vancouver, legally described in section 1 of this Agreement (the "Lands");
- B. The Owner has applied to the District for an amendment of the Zoning Bylaw (as defined in this Agreement) to permit the development on the Owner's land of a range of residential, commercial and institutional uses and associated civic and community uses;
- C. The Owner wishes to provide certain amenities and features in the development of the Lands, and the parties wish to ensure that the provisions of the Zoning Bylaw as amended by the Zoning Amendment Bylaw (defined in this Agreement) continue to apply to the Lands for the period more particularly set out in this Agreement; and
- D. The Council of the District has given notice and held a public hearing and has, by bylaw, authorized the execution of this Agreement,



NOW THEREFORE in consideration of the mutual promises set out in this Agreement, the parties agree pursuant to section 905.1 of the *Local Government Act* as follows:

### **INTERPRETATION OF AGREEMENT**

1. In this Agreement:

- (a) “*Default Notice*” has the meaning given to it in section 6 herein;
- (b) “*Development Covenant*” means the covenant under section 219 of the *Land Title Act* dated for reference October 15<sup>th</sup>, 2012 granted by the Owner to the District and registered at the Lower Mainland Land Title Office against the Lands under number \_\_\_\_\_;
- (c) “*Lands*” means:
  - i. Lot A, District Lot 613, Group 1, New Westminster District, Plan BCP49795 (PID 028-737-172);
  - ii. Lot B, Block 6, District Lot 613, Plan 8284 (PID 010-168-265);
  - iii. Lot 3, District Lot 613, Group 1, New Westminster District, Plan BCP45273 (PID 028-278-984); and
  - iv. the portions of municipal road and lane outlined in bold on the road closure plan attached and labelled Schedule A;
- (d) “*Lynnmour Connector Trail*” means the public trail connecting Lynnmour Elementary School in the north and to Phibbs Exchange in the south to be constructed and installed by the Owner pursuant to the provisions set out in the Development Covenant;
- (e) “*Specified Zoning Bylaw Provisions*” means sections 4B404, 4B405 and 4B406 of the Zoning Amendment Bylaw;
- (f) “*Zoning Amendment Bylaw*” means District of North Vancouver Rezoning Bylaw 1286 (No. 7955, 2012);
- (g) “*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.

### **APPLICATION OF AGREEMENT**

2. This Agreement applies to the Lands, including any parcels of land into which the Lands may be subdivided. This Agreement applies to the Lands and to no other land.

### **BYLAW AMENDMENTS NOT TO APPLY**

3. For the term of this Agreement, any amendment or repeal of the Specified Zoning Bylaw Provisions shall not apply to the Lands, except:
  - (a) as provided in section 905.1(6) of the *Local Government Act* as amended, consolidated, re-enacted or replaced from time to time; or
  - (b) to the extent that the Owner or, if applicable, a permitted assignee of the Owner's interest under this Agreement in relation to all or a part of the Lands agree in writing that the amendment or repeal shall apply to all or a part of the Lands.

### **TERM OF AGREEMENT**

4. The term of this Agreement is ten (10) years from the date of adoption of the Zoning Amendment Bylaw.
5. The parties may terminate this Agreement at any time by written agreement of the Owner and the District.
6. The Owner and the District hereby agree that the District may, without further notice to the Owner, terminate this Agreement if the Owner fails to provide the amenities and features of the development set out in sections 8 through 12 to the standards and at the times set out or referenced in those sections, and the failure is not rectified or cured by the Owner within the time specified in section 7. The Owner will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under this section. The Owner acknowledges and agrees that termination of this Agreement will not in any way affect the validity of the Development Covenant or any of the land use restrictions contained therein all of which continue in full force and effect notwithstanding the expiry or earlier termination of this Agreement.
7. If the Owner fails to provide the amenities and features of the development set out in sections 8 through 12 to the standards and at the times set out or referenced in those sections, the District may deliver to the Owner a notice of default (in the manner required herein for giving notices) stipulating that the default must be rectified or cured within 30 days of the notice or within such other time that may be specified in the Development Covenant. If the default reasonably requires more time to rectify or cure, the Owner will be deemed to have complied with the rectification or curing of it if the Owner commences rectifying or curing the default within the stipulated time after notice from the District and diligently completes the same

### **AMENITIES AND FEATURES OF THE DEVELOPMENT**

8. The Owner shall, in accordance with the engineering servicing agreement required to be entered into by the Owner under the Development Covenant, construct, install and complete the Lynnmour Connector Trail to the satisfaction of the District.
9. Buildings and structures on the Lands, including all service infrastructure provided by or on behalf of the Owner, must comply with the green building and building accessibility requirements as set out in the Development Covenant.

10. The Owner shall make the public art contributions in the manner and at the times specified in the Development Covenant.
11. The Owner shall construct and install the Child Care Facility on the Phase 2 Parcel, and shall grant to the District the Parcel 2 Covenant in the time and in the manner set out in section 18(a)(v)(A) in the Development Covenant, and the Owner shall grant to the District the replacement section 219 covenant and the option to purchase in respect of the Child Care Air Space Parcel strictly in accordance with the terms set out in sections 18(a)(vi)(A) and (B) in the Development Covenant. For the purpose of this section 11, “Child Care Facility”, “Phase 2 Parcel”, “Parcel 2 Covenant” and “Child Care Air Space Parcel” all have the meanings given to them in the Development Covenant.
12. The Owner shall install a hydronic source heating system in the buildings to be constructed on each of the Development Parcels. The said hydronic source system shall be district energy ready and compatible with and ready for connection to the District Energy System. The Owner shall grant Replacement Covenants to the District, which said Replacement Covenants will obligate the registered owners of the Development Parcels to connect the Buildings to the District Energy System in accordance with and subject to the conditions contained in the Replacement Covenant. For the purpose of this section 12, “District Energy System”, “Development Parcels”, and “Replacement Covenants” have the meanings given to them in the Development Covenant.

#### **ASSIGNMENT OF AGREEMENT**

13. The Owner may assign this Agreement in whole or in relation to any parcel into which the Lands may be subdivided, if:
  - (a) the District, acting reasonably, consents in writing to the assignment;
  - (b) the fee simple title to the part of the Lands to which the assignment relates is transferred to the assignee;
  - (c) the part of the Lands to which the assignment relates has not yet been developed in accordance with the Development Master Plan as defined in the Development Covenant;
  - (d) the assignee is a developer licensed to do business in the District;
  - (e) the assignee has executed and delivered to the District an assumption agreement, in form and content satisfactory to the District, assuming the Owner’s obligations under this Agreement in relation to the part of the Lands transferred to the assignee as determined by the District in its sole discretion; and
  - (f) the assignee has entered into an assignment agreement with the Owner, in form and content satisfactory to the District, assigning this Agreement.
14. An assumption agreement entered into between the District and an Assignee pursuant to section 13 will not operate to release the Owner of its liability to the District for the fulfillment of all of the Owner’s obligations under this Agreement.

## **AMENDMENT OF AGREEMENT**

15. The parties may in writing agree to minor amendments to this Agreement, and for that purpose a “minor amendment” is an amendment to sections 8, 9, 10, 11 or 12 or an amendment to the Development Covenant.

## **GENERAL TERMS AND CONDITIONS**

16. Any notice permitted or required by this Agreement to be given to either party must be given to that party at the address set out above, or to any other address of which the party has given the other party notice in writing expressly for the purposes of this Agreement.
17. Except as expressly set out in this Agreement, nothing in this Agreement shall prejudice or affect the rights and powers of the District in the exercise of its functions under the *Community Charter* or the *Local Government Act* or any of its bylaws, or those of the District’s approving officer under the *Land Title Act* or the *Strata Property Act*.
18. Any opinion, decision, act or expression of satisfaction or acceptance provided for in this Agreement may be taken or made by the District’s General Manager of Planning, Permits and Licences, unless expressly provided to be taken or made by another official of the District.
19. No provision of this Agreement is to be considered to have been waived by the District unless the waiver is expressed in writing by the District. The waiver by the District of any breach by any of the other parties of any provision is not to be construed as or constitute a waiver of any further or other breach.
20. Whenever in this Agreement the District is required or entitled to exercise any discretion in the granting of consent or approval, or is entitled to make any determination, take any action or exercise any contractual right or remedy, the District may do so in accordance with the contractual provisions of this Agreement and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice or otherwise, shall have any application in the interpretation or implementation of this Agreement except to the extent that such duty arises as a matter of public law.
21. The Owner shall indemnify and save harmless the District, its elected and appointed officials, officers, employees, agents, contractors, licensees and invitees and others for whom the District is in law responsible (the “District Representatives”) from and against any and all actions, causes of action, liabilities, demands, losses (including loss of profits), damages, costs, expenses (including actual fees of professional advisors), remediation of contamination costs, fines, penalties and other harm of any kind whatsoever, whether related to death, bodily injury, property loss, property damage, property contamination or consequential loss or damage, suffered or incurred by the District or any of the District Representatives, directly or indirectly, arising from, resulting from, connected with or related to:
  - (a) the entering into of this Agreement;
  - (b) death, bodily injury, damage to or loss of any property or other incident or occurrence during the construction or provision of the amenities and other development contemplated by this Agreement;
  - (c) any default or breach of this Agreement by the Owner; and

- (d) any wrongful act, omission or negligence of the Owner or its directors, officers, employees, agents, contractors, subcontractors, licensees, or others for whom they are responsible in law with respect to the covenants and obligations of the Owner pursuant to this Agreement.
22. This indemnity shall survive any conclusion or other termination of this Agreement, in relation to any matter arising prior to it.
23. Time is of the essence of this Agreement and will remain of the essence notwithstanding the extension of any dates.
24. The obligations and covenants of the parties comprising the Owner (if more than one) shall be several only, and not joint and several.
25. The Owner and the District agree that the previous Phased Development Agreement in relation to the Lands dated for reference May 25, 2009 is hereby terminated and of no further force and effect.
26. The Owner acknowledges and agrees that the District, acting reasonably, may, despite any public law limitations on the withholding of building permits and occupancy permits, withhold building permits and occupancy permits for the purpose of ensuring compliance with and administering the terms of this Agreement.
27. This Agreement may be executed in counterparts.

**THE DISTRICT OF NORTH VANCOUVER**  
**by its authorized signatories:**

---

---

**SEYLYNN (NORTH SHORE) PROPERTIES CORP.**  
**by its authorized signatories:**

---

---



COUNCIL AGENDA/INFORMATION				
<input type="checkbox"/> In Camera	Date:	Item #		
<input checked="" type="checkbox"/> Regular	Date: <b>OCT 15 - 12</b>	Item #		
<input type="checkbox"/> Agenda Addendum	Date:	Item #		
<input type="checkbox"/> Info Package				
<input type="checkbox"/> Council Workshop	DM#	Date:	Mailbox:	

Dept.  
Manager

**B.**  
Director

*[Signature]*  
CAO  
*acting*

## The District of North Vancouver REPORT TO COUNCIL

October 4, 2012  
File: 3060-20-52.12  
Tracking Number: RCA -

**AUTHOR:** Michael Hartford, Community Planner

**SUBJECT:** Revised Seylynn Village - Introduction of Bylaws

**RECOMMENDATION:** It is recommended that:

1. Rezoning Bylaw 7955 be given FIRST Reading;
2. Rezoning Bylaw 7955 be referred to a Public Hearing;
3. Housing Agreement Bylaw 7956 be given FIRST reading;
4. The Mayor and Clerk be authorized to execute all necessary documentation to implement the associated Housing Agreement(s);
5. Phased Development Agreement Bylaw 7957 be given FIRST Reading;
6. Phased Development Agreement Bylaw 7957 be referred to a Public Hearing;
7. DCC Waiver Bylaw 7958 be given FIRST, SECOND, and THIRD reading;

### REASON FOR REPORT:

To obtain Council's authorization to proceed with amendments to the zoning and other regulatory tools for the previously-approved "Seylynn Village" project in the vicinity of Fern Street and Mountain Highway.

Changes in the development format and road network necessitate updates to the zoning bylaw and to the legal framework for the project to recognize the change in site layout, land use mix, and proposed building forms.

Associated with the rezoning proposal are bylaws related to a housing agreement, phased development agreement and waiver of the Development Cost Charge Bylaw for the proposed affordable rental building. A road closure bylaw has been considered separately by Council.



**SUMMARY:**

The revised Seylynn Village development proposal includes construction of five buildings ranging in height from 3 storeys to 32 storeys. The project includes approximately 1,004 m<sup>2</sup> (10,800 square feet) of commercial space, 720 market condominium apartments and townhouses, 70 affordable rental apartments, and a 232 m<sup>2</sup> (2,500 sq. ft.) child-care facility.

The site was rezoned in 2009 with two rezoning bylaws to accommodate a mix of high-density multi-family and commercial uses. The proposed rezoning consolidates the existing zoning on the site, and updates the zoning to recognize the revised mix of land uses and the amended road network in the area.

The proposed development has been reviewed for compliance with the District's Official Community Plan (OCP), and in particular the provisions related to the creation of the Lower Lynn Town Centre. The proposed overall floor space ratio of approximately 3.2 complies with the OCP land use designation in this area permitting up to an average FSR of 3.5.

The existing legal framework associated with the previous development has been updated to ensure the project proceeds in a manner that achieves the objectives of the community plan and results in quality development for the District. Updating the legal framework requires some bylaw adjustments, including the phased development agreement bylaw, the housing agreement bylaw, and the proposed waiver for development cost charges on affordable rental housing.

**BACKGROUND:**

Preliminary planning work for this area began in 2002 with the District responding to concerns about declining liveability, noise, and traffic associated with the closure of the Keith Road on-ramp to Highway 1. Between 2006 and 2009, the District reviewed a proposal by Hynes Developments for a community plan amendment and rezoning to accommodate high density mixed-use redevelopment in this area. In 2009 Council approved the rezoning of the bulk of this property to accommodate a high-density, mixed-use development with a total of 690 dwelling units and 4,025 m<sup>2</sup> (43,325 sq.ft.) of commercial space. The existing zoning on the property (CD60 and CD61) reflects these existing development rights.

No development permits were issued for the project as previously approved, and in late 2011 the property was sold.

The application for rezoning as submitted by the new owner, Seylynn North Shore Properties, through their architects DA Architects and Planning proposes to adjust the existing zoning on the property to reflect a number of changes from the previously-approved project. Changes include:

- Adjustments to the road network, with the creation of a "Keith Road Extension" across the north side of the property and the narrowing of Fern Street on the south side of the property;
- A reduction in commercial space to approximately 1,000 m<sup>2</sup> (10,764 sq. ft.) to recognize a commercial focus in the heart of the Lower Lynn Town Centre further to the south;
- Changes in the unit count with an increase to a total of 790 dwelling units, reflecting a reconfiguration of residential floor area in the project;
- Changes in the building forms to replace numerous low and mid-rise buildings with a third high-rise tower;
- Changes in overall tower height from two towers of 25 storeys each, to three towers of 24, 28, and 32 storeys.



The housing and community amenity targets for the revised project remain generally consistent with the previous development. A significant change in the housing components of the project relates to the current developer's proposal to construct the affordable rental housing component of the project as part of the larger project. As previously proposed, the District achieved a vacant parcel and would need to find a housing partner to create this rental housing at some point in the future.

**POLICY:**

"Seylynn Village" (as shown in the adjacent aerial photo map) is designated in the District Official Community Plan (OCP) as part of the Lower Lynn Town Centre and has a designation of "Commercial / Residential Mixed Use Level 3." This designation allows for high density uses, including residential, at a gross Floor Space Ratio (FSR) of up to 3.5 (prior to any road dedications) and specifies that:

*"Development in this designation may include residential or commercial uses which encompass retail, office and service uses, or a mix of these residential and commercial uses".*

In a broader context, Lower Lynn is one of two town centres in the OCP and a prime location in the District to achieve a complete community - the approval of the original Seylynn Village project reflected this opportunity. Residents of this community live within a short walking distance of Lynnmour Elementary School, employment opportunities and Phibbs Exchange, a major transit facility. Seylynn Park, the North Shore Winter Club and Lynn Creek trails provide nearby and accessible recreational opportunities. Shopping, entertainment, medical and other services are offered at Park and Tilford – a ten minute walk from the centre of Lower Lynn. The area is close to Capilano University, which is a major centre for education and employment in the District.



The Seylynn Village site is being considered as a comprehensive development and the zoning and proposed development covenant will set out a maximum aggregate development potential for the project, averaged over the total project site area.

The area is designated in development permit areas for protection of development from hazardous conditions (arising from the flood hazard), regulation of the form and character of commercial, industrial and multi-family development, and Energy and Water Conservation and Reduction of Greenhouse Gas Emissions. Accordingly, all new development is required to attain a development permit.



The revised development proposal continues to support OCP objectives toward establishing more complete, compact and connected communities in key designated growth centres including the Lower Lynn Town Centre. Higher-density development, as proposed, provides opportunities for more sustainable urban living in a transit-oriented community with convenient access to jobs, services and recreation. The proposed gross density of approximately 3.2 FSR is consistent with the floor space ratio limit within the OCP's Commercial Residential Mixed-Use Level 3 land use designation.

The proposed modest amount of local-serving commercial space in the amended development will enliven public realm spaces and provide some employment opportunities, but the reduction in commercial space from the previous project will allow the majority of commercial uses to be concentrated further to the south in the Lower Lynn Town Centre "heart."

## **ANALYSIS:**

### **Site and Surrounding Area:**

The property in question is approximately 2.3 hectares (5.7 acres) and is located at the east side of Mountain Highway and north side of Fern Street.

Surrounding land uses include Seylynn Park to the west across Mountain Highway and Highway One bordering the north and east sides of the property. Fern Street borders the south side of the property, beyond which is land designated for future re-development under the OCP provisions for the Lower Lynn Town Centre.

The existing C1A zoned convenience store property at 638 Mountain Highway has been acquired by the applicant and is now incorporated into the property under application.

Current zoning of the subject site is a mix of the two previously-approved comprehensive development zones (CD60 and CD61) and the C1A (General Commercial Zone 1A). The boundaries of the existing zones are shown in the adjacent map.



**Proposed Re-development:**

The rezoning application has been submitted on behalf of the new property owner, Seylynn North Shore Properties, through their architects DA Architects and Planning. The application proposes to adjust the existing zoning on the property to reflect a number of changes from the previously-approved project, including the addition of a new "Keith Road Extension" across the north side of the property which has significant impacts on the developable area of the property. Other changes include a reduction in commercial space to approximately 1,000 m<sup>2</sup> (10,764 sq. ft.), changes in the dwelling unit count through reconfiguring building forms and floor plans, changes in the building forms to replace numerous low and mid-rise buildings with a third high-rise tower, and changes to overall building heights from two towers of 25 storeys each, to three towers of 24, 28, and 32 storeys.

**View of project toward the North-east:**



The application proposes construction of five buildings ranging in height from 3 storeys to 32 storeys, with a total of 790 dwelling units: 720 of these units as market condominiums and 70 as affordable rental units. A modest amount of commercial space is proposed to be located at the bases of two of the high-rise buildings, with this commercial space for the most part oriented toward Mountain Highway. The majority of the total of 938 parking spaces is proposed to be in a two-level underground parking garage beneath the entire site with some on-street parking along the proposed internal road serving the development.

A new rezoning bylaw is proposed to implement the changes to the project. Bylaw 7955 will create the new Comprehensive Development CD67 zone. This new zone will replace the two existing zones regulating the bulk of the property (CD60 and CD61 Zones) and rezone the C1A and closed road portions of the property. The boundaries of the proposed CD67 zone are shown in the map.





The site plan for the proposed revised development, with the new Keith Road Extension wrapping the north side of the property and connecting the Keith Road Bridge at the west to the Fern Street interchange at the east is shown in the adjacent plan:



### Comparing Previous and Existing Rezoning Proposals:

Some components of the Seylynn Village development have remained unchanged between the previously-approved and current proposals. The table below outlines some of the project components and indicates similarities and differences.

	<b>Previous Project as Approved</b>	<b>Current Project as Proposed</b>
Number of units (incl. 70 affordable rental units)	620 + 70 = 690 units	720 + 70 = 790 units
638 Mountain Highway (Lynnmour Grocery Store)	Not included	Included
Commercial Square Footage	43,330 sq.ft.	10,807 sq.ft.
Child-care Requirement	2,500 sq.ft.	2,500 sq.ft.
Minimum commercial floor area requirement	At least 2.5% of floor area	At least 5,382 sq.ft.
Number of buildings	<u>9 buildings</u> 2 of 25 storeys 1 of 10 storeys 1 of 6 storeys 4 of 4 storeys	<u>5 buildings</u> 1 of 3 storeys 1 of 6 storeys 3 of 24 to 32 storeys
Maximum height	2 towers at 25 storeys	3 towers at 24, 28, 32 storeys
Total Parking	923 stalls	938 stalls
Car-share Vehicles	5	5
Land & Site Design to allow Keith Road Extension	Not Included	Included



The most significant changes in the building program for the project result from the proposal to create a new Keith Road Extension along the north side of the property. A significant amount of new road area is proposed to be dedicated (approximately 3,330 m<sup>2</sup> or 0.8 acres) which results in a substantially smaller net developable area. Accommodating the proposed dwelling units results in the need to include a third high-rise building element and to reconsider the previously-approved 25 storey height limit for high-rise buildings on the site.

Other changes proposed include the reduced commercial floor area proposed and an increased dwelling unit count arising from the re-allocation of this commercial floor area. The change in dwelling unit count was also a result of a review by the current developer of the unit layouts proposed in the original development, and an examination of economic viability. Some of the units in the previous project were very large and involved building formats which were expensive to construct. The site area has changed, through the addition of the Lynnmour Grocery Store property and the proposed closure of the lane to the south of the grocery, and this site change along a re-configuration of the floor area has resulted in an increased dwelling unit count from a total of 690 to 790 units, inclusive of affordable rental housing).

Images showing the relationship of the project to the proposed Keith Road Extension, and two conceptual views of the revised proposal, are shown below.

**View to South-west Showing relationship of project to new E. Keith Road Extension:**



**View to the east from the internal road, showing the rental building and ground floor child-care space:**



**View to the east across Mountain Highway (internal road at centre of view):**





**Project Review:**

The updated Seylynn Village project has been reviewed for compliance with the community plan objectives for the Lower Lynn Town Centre, and to ensure the project reflects the intent of the original development approvals for Seylynn Village, including the District's objectives for improving the road network in the area. In general, the development review has benefitted from a simplification of the project, including the removal of some land uses previously contemplated (such as a religious institution) and a greater level of certainty in the provision of some project elements, including the affordable rental housing component.

The sections below review the result of this analysis by topic.

**Legal Framework for the Project:**

Seylynn Village is a large and complex project that is difficult to review and process in the same manner as a typical District development. Details of some aspects of the project, such as the final road specifications and building floor plans, are still under design and review at this time and will not be resolved until the detailed work for proposed engineering services and buildings is complete. The previous package for Seylynn Village included the registration of a Development Covenant at the time of adoption of the zoning bylaws for the properties to address these types of details.

The Development Covenant was intended as a "manual for development" noting the items to be resolved prior to the consideration of District approval for construction on the site. The Development Covenant was an over-riding document to give certainty that the development commitments regarding community benefits and amenities would be provided as indicated by the developer.

At the time of transfer of the property, the existing Development Covenant worked successfully to document for the purchaser the requirements associated with development on the property, and how the associated regulatory instruments (including zoning and development guidelines) should be used to guide the design of the project.

It is proposed that a revised development covenant be used to regulate the revised project. Topics in the proposed new Development Covenant include:

- (a) Allocation of development rights – to establish the aggregate floor area and dwelling unit density limits for all of the lands under consideration, to assign this development to each of these lots, and to restrict subdivision to a manner that protects the defined floor area and dwelling unit limits;
- (b) Restrictions and controls on subdivision and phasing;
- (c) Requirement for an Engineering Services Agreement (including associated bonding) and off site servicing upgrades such as the proposed Keith Road Extension and off-site amenity obligations such as the connector trail to Lynnmour School;
- (d) Requirement for a Public Features Agreement to secure the expected on-site features of the development such as streetscape improvements on the internal road and the landscaped public plaza;
- (e) Minimum and maximum commercial floor area requirements;
- (f) Timing and bonding for the \$600,000 public art contribution associated with the project;
- (g) Provision of adaptable design features such that all units will meet Level 2 guidelines (with some adjustments to reflect the Seylynn Village development) and a total of 37 units which will meet Level 3 guidelines (with 7 of these units built within the rental building);

- (h) Securing child care facilities of at least 232 square metres (2,500 square feet) in the development;
- (i) Green Building features to a LEED Silver level with confirmation of the requirement for hydronic (fluid-based) heating systems to allow for future district energy opportunities.

Proceeding with development will require registration of additional covenants, such as for flood protection and green building features, as guided by and secured through the Development Covenant.

A housing agreement under Section 905 of the Local Government Act is proposed on the condominium units stipulating that rentals are a permitted form of tenure and precluding the registration of rental restrictions by the eventual strata corporations in the development, and a revised phased development agreement is necessary to secure some of the community benefits being to be provided by the developer.

Bylaws 7956 (Housing Agreement) and 7957 (Phased Development Agreement) are included in the package of bylaws for the Seylynn Village project to allow the District to enter into the housing agreement and phased development agreement, respectively. The agreements are updated versions of the previously-registered housing agreement and phased development agreement to reflect changes to the revised development proposal.

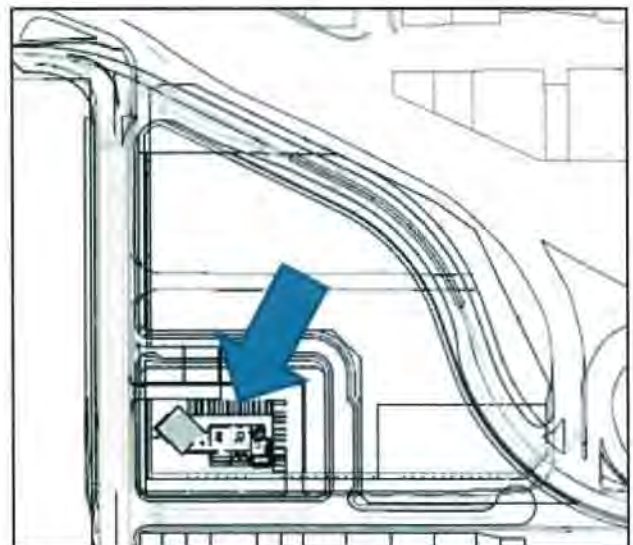
The development approvals for the original Seylynn Village Development also included a set of development guidelines and a development master plan. Since the time of the original development approval, the District has adopted new Development Permit Guidelines as a schedule to the District Official Community Plan and these new OCP guidelines will help guide the development permit processes required at Seylynn Village. As some aspects of the development proposed at Seylynn Village will benefit from specific guideline provisions, it is proposed that amended development guidelines for the Seylynn Village project be considered and these amended guidelines are proposed to be attached to the required Development Covenant.

Due to an increased certainty around the nature of the development proposed, the previously-approved development master plan is no longer necessary, and as such is proposed to be rescinded at the time of adoption of Rezoning Bylaw 7955 (for the CD67 Zone) for the current project.

#### **Development Phasing:**

The Seylynn Village project is large by District standards and careful phasing of the project will be necessary, particularly to recognize the potential impacts on the existing road network and to minimize traffic congestion.

Phasing impacts have been reviewed with the development. The developer is anticipating starting initial construction of a presentation centre, to be located at the south-west corner of the site. The purpose of the presentation centre is to allow for marketing of future development at this site. The presentation centre is permitted under the existing zoning for the property.





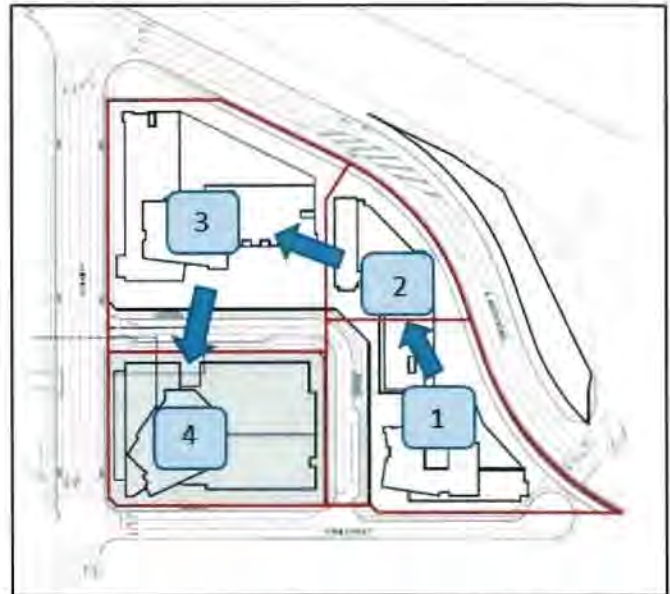
Development of the permanent buildings on the site would then proceed with the south-east high-rise building, and move generally in an anti-clockwise direction around the site to the last high-rise building at the south-west corner (Fern Street and Mountain Highway).

A conceptual phasing plan is shown adjacent.

In order to ensure that neighbours and the wider community are kept informed on the progress of construction, the applicant has committed to the use of an interactive website which will provide construction updates, traffic management information, and the ability to ask questions. The applicant has committed to ensuring that the Seylynn Village project be constructed with as little impact and disruption as possible.

The development guidelines include a section on phasing considerations and various legal agreements and bylaws specify the timing for provision of community benefits.

The proposed E. Keith Road extension is required by the legal documents to be complete prior to the sale of any units in proposed Building 1 (the high-rise building at the south-east corner of the site). When the E. Keith Road extension is available for use by the public, the eastern end of Fern Street can be closed to create the Fern Street cul-de-sac, with traffic being re-routed on the new road connection.



#### **Phase 1 High-rise and Development Permit:**

A Development Permit application has been made for the "Phase 1" building, located at the south-east corner of the site. This is a 24 storey building, including a four storey podium element, with approximately 200 dwelling units. A development permit package is anticipated for Council consideration should the proposed rezoning bylaw be adopted.

#### **Rental and Affordable Housing:**

The provision of rental and affordable housing are key objectives for the District, and the original development at Seylynn Village set as its targets the objectives to allow the District to augment the stock of a number of housing types, and in particular rental and affordable housing. The achievement of 20% of the proposed housing units as rental and at least 10% of the units to be considered affordable were the original project targets. Achieving the rental housing included an approach where at least 10% of the units in the project are to be dedicated rental units in perpetuity and an additional 10% would be provided through market forces - condominium units that would be operated as private rentals.

To ensure that opportunities for rental housing in strata buildings are protected, the proposed updated housing agreement for the condominium units will stipulate that rentals are a permitted form of tenure in these units and will preclude the registration of rental restrictions by the eventual strata corporations. The housing agreement will further require that all disclosure statements include notification of the prohibition on rental restrictions to ensure that private rental of strata units continues to be permitted.

One of the community benefits associated with the original rezoning proposal was the transfer of a 0.54 acre fee simple parcel from the developer to the District. The intention was that this parcel be available for the creation of affordable rental building, but achievement of this housing was dependent upon a successful partnership with an appropriate non-profit housing group or agency. Timing of the creation of this housing was uncertain.

The current development proposes incorporating the District parcel into the larger development, construction of the affordable rental housing, and transferring back to the District ownership of an airspace parcel that would contain the rental housing building and associated parking. A lease agreement between the District and the building owner would be established to allow use of the District's airspace parcel for this purpose.

Achieving the construction of the affordable rental housing is a significant benefit to the community. Because of the increase in the unit count in the project, the proposed 70 units of affordable rental housing no longer meet the 10% target in the development – with a total of 790 units, the affordable rental housing constitutes 8.9% of the total housing in the project. The opportunity to achieve the construction of the affordable rental housing at the time of development of the rest of the project, and in a concrete building, is considered a significant enhancement over the original package and one that should effectively balance the 1.1% reduction in the share of housing type in the development.

The details of operating the rental building will be resolved through a lease agreement regarding the District's airspace parcel, however the basic objectives for the affordable rental housing building will be consistent with the community plan objectives originally established for the Seylynn Village development. The target for affordable rental housing was that housing be affordable (meaning housing expenditures of not more than 30% of gross income) to households earning not more than 80% of the District's median household income.

The most recent reliable information on median household income in the District is from the 2006 Census (although it is suggested that household incomes have not increased significantly since that time). The median household income in the District in 2006 was \$77,032 and taking 80% of this figure results in a household income target of \$61,625.

The rental rate that is established based on the definition of housing affordability would be \$1540 per month. Preliminary analysis indicates that it should be possible to establish the initial rents at a maximum of \$1540 for two-bedroom apartments in the proposed building, with one-bedroom units and three-bedroom units being adjusted according to square footage of each of the unit types.

A general indication of the resulting anticipated initial rents is shown in the table below:

UNIT SIZE	RENT / SQUARE FOOT	MAXIMUM MONTHLY RENT
3 Bedroom	\$ 2.05	\$ 1,950
2 Bedroom	\$ 2.05	\$ 1,540
1 Bedroom	\$ 2.05	\$ 1,130

For subsequent years, the annual rental rate increase would be expected not to exceed the lesser of Consumer Price Index and/or any potential provincially-mandated rental rate ceilings.

While the District will be involved in establishing the guidelines for initial rents and for the operation of the building with regard to both initial tenant selection and on-going tenant eligibility, the District is not intended to be involved in the day to day operation of the building.



### CD67 Zone – Proposed New Zoning:

There are three existing zones that regulate land use at the existing Seylynn Village site: the CD60 Zone for the bulk of the original Seylynn Village development, the CD61 Zone for the District-owned housing parcel, and the C1A Zone for the Lynnmour Grocery Store property. Incorporating the District's housing parcel and the grocery store property into the development means that only one new zone is required: the CD67 Zone. Bylaw 7955 proposes to create the CD67 zone and apply it to the property within the Seylynn Village development to acknowledge changes proposed in the development such as the proposed Keith Road Extension and adjustments to the building forms, including the proposed third high-rise building.



While the zoning has been simplified to remove a number of uses no longer proposed (such as a religious institution and a major restaurant), many of the provisions in the zoning, such as amenity requirements and parking provisions remain essentially unchanged. The zoning has been written as an "amenity zone" to allow for a permitted "base density" (in this case an FSR of 1.5), with not more than 275 residential units, to recognize the first high-rise building and the proposed affordable rental building. Increases in development potential are permitted on the provision of certain required amenities. A Phased Development Agreement associated with the original development project achieved the payment of \$150,000 toward park planning in Seylynn Park and was collected at the time the previous rezoning bylaw was adopted. The previous cash amenity payments of \$1.5 million and \$1.0 million continue as requirements of the proposed new CD67 Zone.

As the rental housing is now proposed to be incorporated into the development, the CD61 Zone to accommodate apartment dwellings on a District-owned site is proposed to be repealed.

### Building Height:

A number of building types are proposed in the Seylynn Village development, ranging from three storeys in height to thirty-two storeys. The proposed CD67 Zone sets out maximum heights for each of the development parcels and references these building types to a schematic map in the CD67 Zone ("Schedule B"). The maximum permitted heights for each of the development parcels are as shown in the following table.

Development Parcel	Building	Storeys	Maximum Height
1	Building C	24 storeys	75.4 m (247.4 ft.)
2	Building D (Amenity Portion) (Rental Portion)	3 storeys 6 storeys	13.0 m (42.7 ft.) 18.6 m (61.0 ft.)
3	Building A	28 storeys	86.8 m (284.8 ft.)
4	Building B	32 storeys	98.2 m (322.2 ft.)

The height provisions of the proposed CD67 zone include an amended exception clause for rooftop elements such as mechanical rooms and elevator penthouses. Increasing this exception from 2.4 m (7.9 ft.) to 5.0 m (16.4 ft.) will allow for greater articulation in the roofs of these buildings which is consistent with the design objectives for the site, and the suggestions of the Advisory Design Panel.



### **Community Benefits:**

The previous development approved for Seylynn Village proposed a package of community benefits including improvements to local infrastructure and community amenities to help balance development potential on the site with the needs of the surrounding community.

The applicant is providing benefits that are consistent with the original development approvals for the site, including cash for future improvements to Seylynn Park and other Lower Lynn community facilities, connector trails, public art, childcare, choice in housing units, adaptable housing, car-share vehicles, green building components and off-site service upgrades. Community benefits secured through the Seylynn Village development include:

- Lower Lynn Improvements (Seylynn Park, Hall and Area) in the amount of \$2.5 million
- Connector Trails (north to Lynnmour Elementary and south to Phibbs Exchange)
- Construction of a 70 Unit Affordable Rental Building
- Child-care Space of 2,500 sq.ft.
- Public Art
- Adaptable Housing Features
- 5 Car Share Vehicles
- District Energy Connectivity
- Offsite Servicing Upgrades

The amenities and benefits are to be secured through a combination of the phased development agreement, the density bonusing provisions in the CD67 Zone and the development covenant.

### **Revised Road Network:**

Revisions to the development proposal for Seylynn Village present some opportunities to begin to address existing concerns regarding east/west connectivity. The current proposal includes reformatting of the development proposal, with the addition of a new road link connecting the Fern Street interchange with the existing intersection of Mountain Highway and E. Keith Road (at the east end of the Keith Road Bridge).



Benefits of the proposed E. Keith Road Extension include:

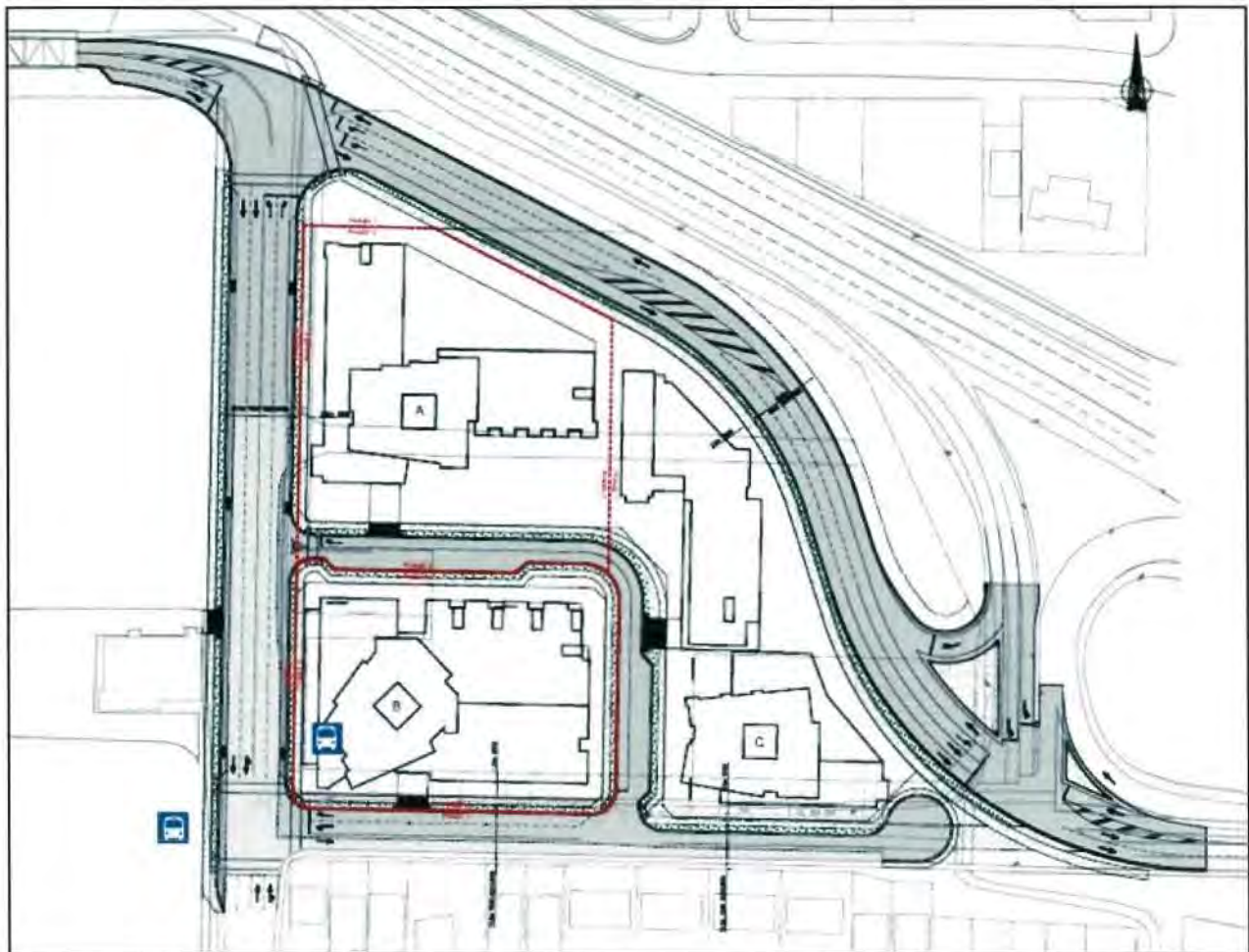
- Including post-development traffic, the intersection of Keith Road and Mountain Highway performs better and reduces delay somewhat compared to the intersection of Fern Street and Mountain Highway.



- Improved conditions for Highway One queuing in Town Centres and for access to Seymour area, regardless of timing of any potential Ministry of Transportation Highway One Interchange improvements.
- Potential to secure land in conjunction with development and at a lower cost compared to other east-west connectivity improvement options considered in previous studies.
- Allows Fern Street west of existing interchange to change to a local street and provides a pedestrian-oriented relationship between Seylynn Village and Lower Lynn Town Centre
- Gives direction to replacement of existing Keith Road Bridge (design to commence in 2013) and Highway One Interchange improvement design (currently underway).

The details of road design, such as access and laning, will be resolved as part of the implementation planning work for the Lower Lynn Town Centre, and through the required Engineering Services Agreement to secure off-site service upgrades for the Seylynn Village development.

The general concept for the proposed road design is shown in the sketch below:



The following explanatory points outline the basic elements of the revised road system:

- Fern Street would be converted to a local road and become a cul-de-sac near the existing Fern Street interchange.
- Traffic that would have previously used Fern Street to access Mountain Highway or to travel west across Lynn Creek would use the new Keith Road extension.
- There would be a new traffic signal at the "north end" of Mountain Highway.
- Revisions would be made to the existing traffic signal at the Fern Street interchange, with a new "westbound" turn lane from the highway off-ramp to allow traffic to travel west on the new Keith Road extension - the existing eastbound double-left turn lanes exiting the highway (toward "Superstore" and the Seymour area) would remain.
- The preliminary design for the Keith Road extension has been formatted to allow for two travel lanes in each direction in future to reflect the possibility that the existing Keith Road Bridge over Lynn Creek could be replaced and expanded at some point, and the new bridge and for the Keith Road extension to have two travel lanes in each direction. The design also works with any likely future Highway One interchange designs.
- A multi-purpose (cycling and pedestrian) path would be located on the south side of the Keith Road extension, adjacent to the new development and would tie-in with the Lynnmour pathway to the North and the Orwell pathway to the south.

The revisions to the road network are anticipated to enhance liveability and community connections in the Lower Lynn area, and will have broader benefits for the remainder of the District, by improving east-west traffic movements. Downgrading Fern Street to a local road allows for the re-integration and connection of the Seylynn Village community to the rest of Lower Lynn to partially address some of the community fragmentation that occurred as a result of the construction of Highway One.

#### **Parking:**

Parking proposed at the Seylynn Village development remains primarily underground and includes a total of 938 parking stalls. The transportation approach for the project includes car-sharing opportunities and other features to reduce reliance on private automobiles and improvements to surrounding intersections and roadways, including the proposed extension of E. Keith Road are required to help address existing and future traffic congestion.

The parking ratios proposed are consistent with the existing CD60 zoning for the site. The overall parking requirement based on the revised land uses and unit counts in the development, and as determined by the traffic consultant, is 938 stalls. While the dwelling unit count in the project has increased, the reduction in commercial space results in a decrease in required commercial parking from 89 spaces to 22 spaces. The application is providing parking in accordance with the following allocations:

<b>Use</b>	<b>Parking Provided</b>	<b>Parking Ratio Requirement in Zoning Bylaw</b>
Residential (condominium)	792	1.1 spaces per unit
Residential (visitor)	72	0.1 spaces per unit
Affordable Rental	52	0.74 spaces per unit (incl. visitor pkg.)
Commercial	22	1 space per 45 m2 of floor area
<b>Total</b>	<b>938</b>	



Because it is anticipated that demands for commercial, child-care, and residential visitor parking at Seylynn Village will occur at different times of the day, there is an opportunity to combine the commercial, child-care, and visitor parking in the same areas of the underground parking garage. Allocation of parking spaces to make best use of available parking will be reviewed as part of the development permit applications in the project, but the overall number of parking spaces provided will be consistent with the zoning bylaw requirements noted in the table above.

The CD67 Zone includes requirements for bicycle parking in excess of the District's basic requirements with one secure bicycle parking stall for each two dwelling units. The CD67 Zone also requires the provision of one car share vehicle for each 160 dwelling units on the property providing for at least five shared vehicles in the built-out development.

Measures such as improved bicycle parking, better pedestrian connections, transit pass programs, and a vehicle-sharing system will help to reduce the need for private parking on the site and reflect plan provisions for Seylynn Village to incorporate effective transportation demand management measures to reduce dependency on the private automobile.

#### **Unbundled Parking:**

A further parking approach to be implemented at Seylynn Village is called "unbundled parking." This approach separates the parking requirement from the sale of the strata units to allow greater flexibility and choice for those who do not have a car. Under this scenario, the purchase of a parking space would be optional for some units. Unbundling is expected to make more efficient use of the parking provided and those residents not needing parking would not need to pay for it in the price of their unit.

The proposed CD67 Zone sets a maximum of 25% of dwelling units which are allowed to be "unbundled" from parking (a maximum of 180 units).

#### **Traffic Management and Neighbourhood Connectivity:**

The Fern Street area is challenging from a transportation perspective, and the previously-approved Seylynn Village project was accompanied by commitments to transportation system upgrading. The revised Seylynn Village project provides most of the same opportunities to mitigate existing traffic issues, as well as some new benefits to the transportation network. Key transportation objectives noted for the project are as follows:

- Commitments to short and long-term upgrades to the local roadway, pedestrian, and bicycle networks;
- Providing network improvements in the short term on Mountain Highway;
- Conversion of Fern Street to a local street with far-reduced traffic volumes;
- Creation of a new Keith Road Extension to provide improved east/west connectivity;
- Recognizing the future replacement of the Keith Road Bridge over Lynn Creek and incorporating this into road network design decisions;
- Supporting bicycle, walking and transit use to reduce dependency on private automobile use;
- Providing connections among all transportation modes to local and regional transit, shopping, services, schools, jobs and regional destinations;
- Incorporating aggressive Transportation Demand Management (TDM) measures into project design to encourage use of alternate transportation modes.

The development is required to provide improvements to the transportation system to support pedestrians, cycling and transit use. Transportation demand management (TDM) measures such as car-sharing, bicycle and pedestrian connections, and greater accessibility to transit opportunities were included in the original development.

A similar package of TDM approaches are proposed in the revised project to ensure that reductions in private automobile use are achieved and that proposed parking facilities are sufficient but not over-supplied. A significant component of this is the proposed car-sharing system in the development. The transportation consultant estimates that provision of shared cars can reduce parking needs by 5 to 10 stalls for each shared car provided. For this project, 5 shared vehicles are provided, for a reduction in parking demand of 20 to 50 stalls.

The project continues to include off-site trail improvements to the north, under Keith Road Bridge and Highway One, to improve connectivity to the Lynnmour Inter-River community and access to Lynnmour elementary school, and to the south, along Orwell Street to improve access to the existing Phibbs Transit Exchange.

**Off-site Servicing Upgrades:**

A number of road improvements and utility upgrades are necessary to accommodate the Seylynn Village project and are the obligation of the developer. Detailed design work has not yet been completed for these works, but it is estimated they are in the order of \$2.1 million.

Off-site amenities and upgrades noted in the Development Covenant for the project include:

- (a) construction of the Lynnmour Connector Trail;
- (b) construction of the new Sanitary Sewer to Main Street to District standards;
- (c) intersection improvements at the intersection of Mountain Highway and Fern Street;
- (d) design of the new Keith Road extension;
- (e) reconstruction of Mountain Highway and Fern Street necessary to serve the development and enhance traffic circulation on the local road network;
- (f) construction of roadway, drainage, curbs, gutters and street lighting on both sides of Mountain Highway and Fern Street in association with any intersection improvements and road widening;
- (g) construction of sidewalks, street furniture, pedestrian lighting and landscaped boulevards on the east side of Mountain Highway and on the north side of Fern Street for the safe use of the public;
- (h) other utility upgrades to meet District requirements.

**Flex Units With Lock-Off Rooms:**

The previous rezoning included an innovative housing form called "flex units." These units are strata units which have separate rooms that can either be rented as a "lock-off" studio room (with mini-kitchen and bathroom) or used as a master bedroom or home office for the "parent" dwelling unit. The proposed amended CD67 Zone continues to allow for these types of units, and refers to the units as a "multi-family flex unit." These flex units are a minimum of 74 m<sup>2</sup> (796.5 sq. ft.) in size, and provide a "lock-off" room of between 24 m<sup>2</sup> (258.3 sq. ft.) and 37 m<sup>2</sup> (398 sq. ft.) in size. These units allow greater flexibility for the owners of the principal dwelling units as they can adjust the size of the dwelling as their needs change. They will also provide relatively low cost rental housing opportunities in a location near Capilano University. Lock-off rooms have already been implemented successfully as part of the "UniverCity" development at Simon Fraser University and at UBC.



The proposed CD67 Zone specifies that the total number of permitted flex units would not be permitted to exceed 25% of the dwelling units in a building and that either the lock-off room or the principal dwelling unit must be occupied by the owner of the strata lot. A restrictive covenant will eliminate the possibility of stratifying or selling the lock-off rooms separately and specify the owner-occupancy requirement.

**Seylynn Park / Seylynn Hall:**

The existing Seylynn Hall in Seylynn Park is in need of replacement or significant upgrading to bring it up to current standards and the original amenity package proposed for Seylynn Village included opportunities for considering changes to both Seylynn Park and Seylynn Hall. The density bonusing provisions in the proposed CD67 Zone continue to include a total of \$2.5 million in amenity contributions to be directed toward improvements and enhancements to Seylynn Park and for other community facility enhancements in the Lower Lynn neighbourhood. Upgrade options to provide community recreation opportunities will be further explored through the implementation plan for the Lower Lynn Town Centre, and as other development proposals come forward in the neighbourhood.

**Child-care Facility:**

The development approvals for Seylynn Village recognized community plan provisions that set out child-care as an objective, and a child-care facility of 232 m<sup>2</sup> (2,500 square feet) was secured to serve the needs of the new community. The requirement remains in the proposed amended development and the child-care space is proposed on the ground floor of the affordable rental building. The legal framework for the project requires this space to be constructed and finished as a child-care facility, and to be used only be used for child-care purposes. The legal framework provides for operation of this space for child-care purposes in perpetuity.

**Green Buildings:**

Green buildings provisions for the original Seylynn Village development required that the buildings meet a standard of at least "LEED® Silver" equivalent and be ready for District Energy or water-based (hydronic) heating systems. The revised development is proposing to meet the same standard.

Since the original rezoning the District has adopted a Green Buildings Policy regarding rezoning applications. While the new policy requires rezoning proposals to meet a "LEED® Gold" or equivalent standard, the Seylynn Village application proposal is confirming compliance with the original "LEED® Silver" or equivalent target, and noting that they anticipate the project to achieve a number of LEED® points close to achieving a "LEED® Gold" or equivalent standard.

The applicant has confirmed participation with the proposed Fortis District Energy System for the Maplewood/Lower Lynn areas, and the legal framework for the project will require that buildings on the site be "district energy ready" and include water-based (hydronic) heating systems.

**Stormwater Management:**

The servicing design for the project includes a proposal for stormwater management which will limit run-off from the site in accordance with District requirements and manage drainage with a number of innovative features. A key component of this system, the infiltration gallery to allow for groundwater recharge, will be located on the portion of the site to the east of the proposed Keith Road Extension (adjacent to Highway One), land which will remain part of the Seylynn Village property.

### **Adaptable Design**

Original development approvals at Seylynn Village required that no less than 50% of all residential units in Seylynn Village built to a "Level 2" (or equivalent) adaptability standard and no less than 10% of the residential units be built to a "Level 3" (or equivalent) standard.

The provision of adaptable design features at Seylynn Village have been reviewed, and the applicant has agreed to the provision of an amended package of adaptable design features that should result in an equivalent or improved set of features. The proposal is for the provision of adaptable design features such that all units will meet Level 2 guidelines (with some adjustments to reflect the format of the Seylynn Village development) and a total of 37 units to meet Level 3 guidelines, with seven of these Level 3 units to be constructed within the affordable rental building.

The development covenant for the revised development sets out these standards and includes the option for the developer to propose alternate solutions that result in an equivalent package of adaptability features. Details of fulfilment of these requirements will be available as the floor plans for each of the buildings are resolved through the development permit process.

As providing adaptable living features results in the need for larger floor areas in Level 2 and Level 3 units, the CD67 Zone includes provisions for exempting floor areas from FSR calculations where units meet adaptable design guidelines. The exemption is the same as the original CD60 Zone, and as noted in the City of North Vancouver's Adaptable Design Policy: 1.86 square metres (20 square feet) for a Level 2 adaptable unit and 4.2 square metres (45 square feet) for a Level 3 unit.

### **Public Art:**

The public art amount secured in the original rezoning was \$600,000. This amount has been confirmed in the current application and the revised Development Covenant requires the public art contribution to be managed through the submission of a revised public art plan to be undertaken as the art advances to the design stage. Details of public art projects will be provided in the development permit applications for the components of the project which include public art.

### **Development Permit Considerations and Flood Protection:**

The site is designated a development permit area for protection from hazardous conditions related to flood construction measures. The area is in the flood plain for Lynn Creek and following the engineering recommendations, no habitable space will be permitted below grade and all commercial and residential floor space is required to be built approximately 0.6 m (2.0 feet) above the gutter line of adjacent roadways to reduce the risk of flood damage. The proposed two level underground parking garage will be designed to recognize the flood risk.

The design guidelines for the area and the proposed zoning take these building constraints into consideration. All construction must be done in accordance with requirements to address the flood hazard, and must incorporate appropriate flood protection measures as determined by a professional engineer specializing in flood hazard assessment and as required by any restrictive covenant registered on the title of the property.

### **Development Guidelines:**

Development guidelines were adopted by Council for Seylynn Village in 2009. Since that time, the District OCP has been adopted and now includes detailed development permit guidelines to regulate the form and character of high density residential and mixed-use development. The existing



development guidelines for Seylynn Village are proposed to be amended to address only the unique aspects of the development, with the remainder of the form and character issues being regulated by the existing OCP guidelines. Revised development guidelines are attached to this report, and will also be a schedule to the development covenant required for the project.

The development guidelines address items such as the requirement for visual impact assessments of new development, the need for pedestrian-oriented frontages and the importance of a unique identity, as well as the design of open space areas, linkages to parks, and the character of streetscapes. The development guidelines are recommended to be attached to the required development covenant and will help provide a framework for achieving community plan provisions in conjunction with the requirements of the new CD67 Zone.

#### **FINANCIAL ISSUES:**

Financial contributions and obligations associated with this development as summarized in this report will be secured through the development covenant, the phased development agreement, and the density bonusing provisions of the proposed CD67 Zone.

#### **OUTSIDE AGENCY CONSULTATION:**

The City of North Vancouver, School District 44, Squamish Nation, and the Ministry of Transportation reviewed the original rezoning proposal for the site, and no objections were registered. These outside agencies are familiar with the current version of the project, and have been forwarded the project details for information and comment. These groups will receive formal referrals as the bylaws move forward.

The proposal for the E. Keith Road extension will require Ministry of Transportation approval for the use of a ministry-owned piece of land (at the north-west portion of the development site, as shown in the adjacent map), and for proposed changes to the existing intersection and signal at Fern Street and Highway One. The Ministry will also be required to review and approve the rezoning bylaw, as the location is within 800 metres of an access to Highway One.



School District 44 has advised that students anticipated from the development can be accommodated at Lynnmour Elementary School and at Windsor Secondary School. The School District also noted the need for an improved pedestrian connection from the Seylynn Village area north to Lynnmour School and these improvements are included as part of the development's community benefits package.

#### **PUBLIC INPUT:**

As part of the application processing for the current rezoning application, a Public Information Meeting was held on June 27, 2012 at the Lynnmour Holiday Inn. Notifications for this meeting included newspaper advertising, signs on the property, and the delivery of notices to homes and

businesses within 75 metres of the property. The local community association (Lynnmour Inter-River) was also notified of the meeting. The Seylynn Village applicant retained the services of Mr. Gordon Price of Price Tags Consulting as facilitator.

The meeting was held in conjunction with the District's consultation on the implementation planning work for the Lower Lynn Town Centre.

Approximately 150 people attended the meeting, although many of those attending participated in the both the developer Public Information Meeting and the District's presentations on the future of the Lower Lynn Town Centre. Fifty-seven people completed the applicant's sign-in sheet for the meeting. The meeting format included display materials and an opportunity to ask questions of the project team, including the consultants for engineering, architecture, landscape architecture, and transportation.

Key issues noted by the facilitator in the comments and questions heard at the meeting were the impacts on traffic and roads, and notably general support for the proposed extension of Keith Road. Other questions concerned the height and placement of the proposed high-rise buildings.

Eight written or emailed comments were submitted following the meeting: three comments were in support of the project, four noted specific opposition and one listed a combination of support and concerns. Of those noting support for the project, the opportunity for a new road connection and for new housing options were indicated, while those in opposition felt the density proposed was too high and that existing traffic concerns would be made worse by the addition of more dwelling units.

A representative of the Lynnmour Elementary School Parent Advisory Council noted the importance of a safe and comfortable connection between the south and north sides of Highway One to allow children in the new development to access Lynnmour Elementary School on foot and on bicycle. It was suggested in response that the District would consult further with the Parent Advisory Council during the design process for this required pedestrian connection.

#### **ADVISORY DESIGN PANEL:**

The Advisory Design Panel considered the item at two separate meetings in June and July of 2012.

At the meeting of July 12, 2012, the Panel passed unanimously the following motion regarding the rezoning application for Seylynn Village:

***THAT*** the ADP has reviewed the proposal, commends the applicant for the quality of the proposal and recommends **APPROVAL** of the project **SUBJECT** to addressing the following items to the satisfaction of staff at the rezoning stage:

- A review of the connections from the site to the general neighbourhood including a direct pedestrian connection to Seylynn Park;
- A review of the overall form and character of the project, including sculpting of the building tops and the potential for slimmer building profiles.

*Further, the Panel recommends that the following be considered at the Development Permit stage:*

- The individuality of building design be explored as part of each Development Permit application on the site, including:
  - Consideration of how the towers meet the ground plane;
  - The percentage of glazing on the towers to balance wall areas with glass areas



- *The provision of additional information on building performance*
- *Further consideration to fully engaging the site's context and sense of place in the development of the architecture.*
- *Consideration of the site's function as a gateway through analysis of site views from other vantage points, including the Ironworkers' Memorial Second Narrows Bridge.*

District Staff have reviewed with the applicant each of the items noted by the Panel for consideration at the rezoning stage, have incorporated appropriate comments into the revised Development Guidelines for Seylynn Village, and will use the comments of the Panel as part of the review of the required development permit applications for the project. Future development permit applications will be required, and will be reviewed by the Advisory Design Panel as appropriate.

**CONCLUSION:**

The Seylynn Village project provides an opportunity to create an innovative, mixed-use neighbourhood which incorporates sustainable development principles. The lands have been designated in the District OCP as part of the Lower Lynn Town Centre to support these uses, and the proposed rezoning, including its package of amenities and benefits in accordance with the community plan provisions, is the first step in implementing these land use objectives.

The adjustments to the project, including the proposed E. Keith Road Extension, have the potential to achieve significant improvements in traffic flow and to allow the project to have a stronger linkage to the rest of the Lower Lynn community and the construction of the proposed affordable rental building is a significant benefit to the community.

The Lower Lynn area provides one of a limited number of opportunities in the District to create a sustainable community offering ease of mobility, proximity to employment, ready access to amenities, shops and services, and reduced dependence on the automobile. The revised Seylynn Village project can be an important component in achieving this opportunity.



Michael Hartford, MCIP  
Community Planner

**Attachments:**

- |  |                                     |
|--|-------------------------------------|
| A. Bylaw 7955 – Rezoning Bylaw CD67  | D. Bylaw 7958 – DCC Amending Bylaw  |
| B. Bylaw 7956 – Housing Agreement Bylaw w/ Hsg. Agt.                                 | E. Development Guidelines           |
| C. Bylaw 7957 – Phased Development Agreement Bylaw with Phased Development Agreement | F. Applicant's Development Proposal |

REVIEWED WITH:	REVIEWED WITH:	REVIEWED WITH:	REVIEWED WITH:
<input checked="" type="checkbox"/> Sustainable Community Development	<input type="checkbox"/> Clerk's Office	External Agencies:	Advisory Committees:
<input checked="" type="checkbox"/> Development Services	<input type="checkbox"/> Corporate Services	<input type="checkbox"/> Library Board	<input checked="" type="checkbox"/> ADP
<input checked="" type="checkbox"/> Utilities	<input type="checkbox"/> Communications	<input type="checkbox"/> NS Health	<input type="checkbox"/>
<input checked="" type="checkbox"/> Engineering Operations	<input checked="" type="checkbox"/> Finance	<input type="checkbox"/> RCMP	<input type="checkbox"/>
<input checked="" type="checkbox"/> Parks & Environment	<input checked="" type="checkbox"/> Fire Services	<input type="checkbox"/> Recreation Commission	
<input type="checkbox"/> Economic Development	<input type="checkbox"/> Human resources	<input checked="" type="checkbox"/> Other: SD 44	
	<input type="checkbox"/> ITS		
	<input checked="" type="checkbox"/> Solicitor		
	<input type="checkbox"/> GIS		

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

**Bylaw 7955**

A bylaw to amend the District of North Vancouver Zoning Bylaw 3210, 1965  
(Seylynn Village)

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

**1. Citation**

This bylaw may be cited as "The District of North Vancouver Rezoning Bylaw 1286" (Bylaw 7955)".

**2. Amendments**

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

- (a) Part 2 by replacing:

"For definitions applicable to the Employment Zones, Village Commercial Zones and Comprehensive Development Zone 65 see Part 2A, for all other zones see below."

With:

"For definitions applicable to the Employment Zones, Village Commercial Zones and Comprehensive Development Zones 65 and 67 see Part 2A, for all other zones see below."

- (b) Part 2A by replacing the following:

"Definitions Applicable to the Employment Zones, Village Commercial Zones, and Comprehensive Development Zone 65 (Sections 600-A, 600-B, 750, 770, and 4B370 to 4B385)

The following definitions apply in the Employment Zones, Village Commercial Zones and Comprehensive Development Zone 65 (Sections 600-A, 600-B, 750, 770, and 4B370 to 4B385) only:"

with:

"Definitions Applicable to the Employment Zones, Village Commercial Zones, and Comprehensive Development Zone 65 (Sections 600-A, 600-B, 750, 770, 4B370 to 4B385, and 4B402 to 4B410)

The following definitions apply in the Employment Zones, Village Commercial Zones, Comprehensive Development Zone 65 (Sections 600-A, 600-B, 750, 770, and 4B370 to 4B385) and Comprehensive Development Zone 67 (Sections 600-A, 600B, 750, 770, 4B370 to 4B385, and 4B402 to 4B410) only:"

- (c) Section 301(2) by replacing the following zoning designation:
- "Comprehensive Development Zone 60 (CD60)"
- with
- "Comprehensive Development Zone 60 (CD60) – Repealed" (Bylaw 7955)
- and
- "Comprehensive Development Zone 61 (CD61)"
- with
- "Comprehensive Development Zone 61 (CD61) – Repealed" (Bylaw 7955)
- (d) Section 301(2) by inserting the following zoning designation:
- "Comprehensive Development Zone 67 (CD67)"
- (e) Part 4B be amended by deleting the following zones in their entirety:
- i. "Comprehensive Development Zone 60 (CD60)"
  - ii. "Comprehensive Development Zone 61 (CD61)"
- (f) Part 4B be amended by adding the following:
- "Section 4B337  
Comprehensive Development Zone 60 (CD60) – Repealed (Bylaw 7955)"
- and
- "Section 4B345  
Comprehensive Development Zone 61 (CD61) – Repealed (Bylaw 7955)"
- (g) Part 4B be amended by inserting the following new section:

**"4B402 Comprehensive Development Zone 67 (CD67)"**

**Intent**

The purpose of the CD67 Zone is to establish specific land use and development regulations to facilitate a multi-family residential project including a variety of housing choices, commercial uses, and public spaces in a compact, liveable neighbourhood with access to alternative transportation options. The CD67 zone is intended to permit development of up to 790 multiple family residential units and up to 1,100 m<sup>2</sup> (11,840 sq. ft.) of commercial space, all in a mix of building forms.

The CD67 Zone is applied to all the lands included within:

Lot A, District Lot 613, Group 1, New Westminster District, Plan BCP49795 (PID 028-737-172),

Lot B, Block 6, District Lot 613, Plan 8284 (PID 010-168-265)

Lot 2, District Lot 613, Group 1, New Westminster District, Plan BCP 45273 (PID 028-278-968)

Lot 3, District Lot 613, Group 1, New Westminster District, Plan BCP45273 (PID 028-278-984)

as well as the portion of municipal road and lane labelled as "lane to be closed" and "road to be closed" on the road closure plan attached and labelled Schedule C.

#### **4B403 Interpretation**

For the purposes of the CD67 Zone, the following terms have the meaning given to them in Part 2A:

- (i) office use;
- (ii) personal service use;
- (iii) residential use;
- (iv) retail use;

The following additional interpretations shall apply in the CD67 Zone:

**Commercial purposes** means the use of land, building and structure for office use, personal service use, retail use, and take-out restaurant.

**Floor Space Ratio (FSR)** means that figure obtained when the aggregate gross floor area of all buildings and structures in the CD67 zone exclusive of areas below grade, areas exempted by Section 410 and areas exempted by section 4B406(5) is divided by the aggregate area of all lots in the CD67 zone.

**Micro car parking space** means a parking space meeting the requirements set out in Section 4B410(4)(iii).

**Multi-family flex unit** means an owner-occupied dwelling unit that has a gross floor area of not less than 74 m<sup>2</sup> (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 m<sup>2</sup> (258.3 sq. ft.) and not more than 37 m<sup>2</sup> (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.

**Take-out restaurant use** means the use of land, buildings and structures for the provision of prepared food and beverages primarily for off-site or outdoor consumption but may include an indoor eating area limited to not more than 20 persons. Typical uses would include: pizzerias, delicatessens; caterers, cafes; and sandwich bars. This use class does not include: neighbourhood public houses; drive-through restaurants; licensed lounge or supermarkets;



#### **4B404 Uses**

(1) The following uses of land, buildings and structures are permitted in the CD67 Zone:

a. Principle Uses:

- (i) Residential Use;
- (ii) Multi-family flex unit;
- (iii) Personal Service Use;
- (iv) Retail Use;
- (v) Take Out Restaurant Use;
- (vi) Office Use.

b. Accessory Uses:

- (i) Home occupations;
- (ii) Private recreation facility to serve residential units; and
- (iii) Outdoor customer service areas.

#### **4B405 Principal Use Regulations**

(1) The following regulations apply to principal uses:

(a) All uses: all uses of land, buildings, and structures are permitted only when all aspects of the use are completely contained within an enclosed building except for:

- i.) on-site roadways, driveways, parking and loading areas;
- ii.) landscaped areas such as public plazas, trails, and pedestrian walkways, outdoor seating, and play areas;
- iii.) outdoor customer service areas;
- iv.) the display of goods limited to 5m<sup>2</sup> (54 sq.ft. per commercial purposes unit;
- v.) outdoor amenity areas (balconies, patios or roof decks).

(b) Residential uses: the use of land, buildings, and structures for dwelling units is permitted when the following conditions are met:

- i.) each dwelling unit shall have access to a private outdoor amenity area (balcony, patio, or roof deck) not less than 4.5 m<sup>2</sup> (48.4 sq.ft.) in size.
- ii.) balcony enclosures are prohibited.

(c) Office, Personal Service, Take-out Restaurant, Retail and Service uses: the use of land, buildings, and structures for these uses is only permitted when the following conditions are met:

- i.) Drive-through service windows and drive-through aisles are prohibited.
- ii.) any associated outdoor customer service areas must comply with the regulations in Section 4B405(6).

- (2) Development applications in the CD67 Zone will be reviewed in conjunction with the applicable development permit guidelines, land use covenant, and development guidelines.
- (3) In no case shall more than 25% of the dwelling units in a multi-family building be multi-family flex units.
- (4) In the case of multi-family flex units, laundry facilities shall be provided for the lock-off room within the lock-off room, or, alternatively, one washing machine and one dryer shall be provided for each 20 multi-family flex units within the multi-family building in which the multi-family flex units are located.
- (5) A minimum of 500 m<sup>2</sup> (5,382 sq.ft.) of the total permissible floor area in the CD67 Zone must be used for commercial purposes.

(6) Outdoor Customer Service Areas:

Despite Section 413, outdoor customer service areas in Comprehensive Development Zone CD67 shall be permitted only in accordance with the following regulations:

- a) an outdoor customer service area must be operationally and physically tied to the principal use premises which it serves;
- b) an outdoor customer service area shall not exceed the lesser of 50% of the total gross floor area of the premises to which it relates or 25 seats;

(7) Acoustical Requirements:

In the case of residential purposes a development permit application shall require evidence in the form of a report and recommendations prepared by persons trained in acoustics and current techniques of noise measurements, demonstrating that the noise levels in those portions of the dwelling listed below shall not exceed the noise levels expressed in decibels set opposite such portions of the dwelling units. For the purpose of this section the noise level is the A-weighted 24-hour equivalent (Leq) sound level and will be defined simply as the noise level in decibels:

Portion of Dwelling Unit	Noise Level (Decibels)
bedrooms	35
living, dining, recreation rooms	40
kitchen, bathrooms, hallways	45

For the purposes of mixed-use development with ground floor commercial space, the acoustical report shall provide evidence that commercial activities will not result in contraventions of the above-noted residential noise-level limits.

#### **4B406 Height, Size and Density Regulations**

The height, size, and density buildings and structures in the CD67 zone shall comply with the following regulations:

(1) Height:

The maximum height and maximum number of storeys of buildings and structures in the CD67 zone shall be regulated as follows, with specific building height provisions based on the development parcel identifiers noted in the map attached labelled "Schedule B."

For the purposes of this section:

- i. Building height shall be measured from the finished grade to the highest point of the roof surface.
- ii. Notwithstanding the provisions of Section 407, the following height exceptions shall apply in the CD67 Zone:
  - a) The following buildings, structures or portions thereof shall not be subject to height limitation: Elevator penthouses, heating, cooling, ventilation and mechanical equipment provided they are completely screened and do not extend more than 5.0 metres above the highest point of any roof surface.
- iii. A podium element attached to a higher building shall be considered part of the higher building.
- iv. Maximum building height shall be as follows:

On Parcel 1, a residential building may not exceed 24 storeys and 75.4 m (247.4 ft.) in height.

On Parcel 2, a residential building may not exceed 6 storeys and 18.6 m (61 ft.) in height. Other buildings on Parcel B may not exceed 3 storeys or 13.0 m (42.7 ft.) in height.

On Parcel 3, a building may not exceed 28 storeys and 86.8 m (284.8 ft.) in height.

On Parcel 4, a building may not exceed 32 storeys and 98.2 m (322.2 ft.) in height.

(2) Density:

In the CD67 Zone the floor space ratio shall be a maximum of 1.5. The maximum aggregate number of dwelling units shall be 275, including a maximum of 205 market condominium dwelling units and 70 affordable rental dwelling units. The maximum floor area for commercial purposes shall be 200 m<sup>2</sup> (2,153 sq. ft.)

(3) Despite Section 4B406(2) the maximum aggregate gross floor area for residential uses shall be 48,000 m<sup>2</sup> (516,668 sq. ft.) the maximum aggregate gross floor area for commercial purposes shall be 500 m<sup>2</sup> (5,382 sq. ft.) and the maximum aggregate number of dwelling units shall be increased to a total of 545 dwelling units if the following condition is met at no cost to the District:

- (a) \$1.5 million is contributed to a reserve fund to be used for the design and construction of improvements and enhancements to Seylynn Park and for other community facility enhancements in the Lower Lynn neighbourhood in the District of North Vancouver, with the choice of the amenity enhancement projects, the timing and allocation of the funds between amenity enhancement projects and the design and extent of the amenity enhancement projects to be determined by the District in its sole discretion.

(4) Despite Sections 4B406(2) and 4B406(3) the maximum aggregate gross floor area for residential uses shall be 73,400 m<sup>2</sup> (790,071 sq. ft.), the maximum aggregate gross floor area for commercial purposes shall be 1,025 m<sup>2</sup> (11,033 sq. ft.) and the maximum aggregate number of dwelling units shall be increased to a total of 790 dwelling units if the following condition is met at no cost to the District:

- (a) \$1.0 million (over and above the \$1.5 million referred to in section 4B340(2)) is contributed to a reserve fund to be used for the design and construction of improvements and enhancements to Seylynn Park and for other community facility enhancements in the Lower Lynn neighbourhood in the District of North Vancouver, with the choice of the amenity enhancement projects, the timing and allocation of the funds between amenity enhancement projects and the design and extent of the amenity enhancement projects to be determined by the District in its sole discretion.

(5) Floor Space Ratio Exemptions

The following shall be excluded from the computation of gross floor area:

- (i) The area within parking garages, parking access areas, interior and exterior common staircases, elevator shafts, uncovered roof deck areas, as well as common heating, mechanical, electrical and utility rooms.
- (ii) The area of balconies and covered patios in a building up to an area equal to 10% of the residential floor area in this building.

- (iii) An area not to exceed 2,100 m<sup>2</sup> (22,604 sq. ft.) within a single common private accessory recreation building to serve all residential units on Parcels A, C, and D as shown on the map attached labelled "Schedule B" where such recreation building shall include workout rooms, games rooms, or other uses of a social or recreational nature.
- (iv) The area within dwelling units required to achieve the District's Adaptable Design Guidelines to accommodate mobility and accessibility, to a maximum of 1.86 m<sup>2</sup> (20 square feet) for a Level 2 unit, and 4.2 m<sup>2</sup> (45 square feet) for a Level 3 unit.
- (v) The area within designated bicycle parking and storage areas, not within an individual dwelling unit, and located at or below Level 2 of a building, to a maximum of 5% of the gross floor area of the building within which the designated bicycle parking and storage area is located.
- (vi) The area within a child-care space secured by a restrictive covenant satisfactory to the District of North Vancouver and up to a maximum of 260 m<sup>2</sup> (2,799 square feet).

#### **4B407 Landscaping Regulations**

- (1) All land areas not occupied by buildings, structures, driveways, sidewalks and public plaza spaces shall be landscaped or finished in accordance with an approved landscape plan.
- (2) All electrical kiosks not located underground or within a building shall be screened with landscaping.

#### **4B408 Flood Construction Requirements**

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

#### **4B409 Waste Disposal / Recycling Facility Regulations**

- (1) All surface garbage and recycling container temporary storage areas shall be screened with a minimum 2 metre (6.56 foot) high screen consisting of a screening wall, landscaping or a combination thereof.



#### **4B410 Parking, Loading and Bicycle Parking Regulations**

Parking for vehicles and bicycles and loading facilities in this zone shall be provided in accordance with the following regulations:

(1) Parking shall be provided as follows:

- |  |  |
|--|--|
| a) Commercial purposes:                | 1 space / 45 m <sup>2</sup> of GFA*                      |
| b) Child-care:                         | 1.25 spaces / classroom                                  |
| c) Market Residential:                 | 1.1 spaces / dwelling unit                               |
| d) Market Residential Visitor Parking: | 0.1 spaces / dwelling unit                               |
| e) Affordable Rental Housing           | 0.74 spaces / dwelling unit inclusive of visitor parking |

\*GFA (Gross Floor Area).

(2) Unbundled parking is permitted to a maximum of 25% of market residential units.

(3) All off-street parking spaces shall be provided on the same parcel as the building for which such spaces are required and Sections 1002.4 and 1002.5 of the Zoning Bylaw shall not apply in the CD67 Zone.

(4) Small Car and Micro Car Parking Spaces are permitted under the following conditions:

- (i) The ratio of small car parking spaces in the CD67 Zone shall not exceed 35% of the total vehicle parking requirement.
- (ii) The ratio of micro car parking spaces in the CD67 Zone shall not exceed 5% of the total vehicle parking requirement.
- (iii) Parking space sizes shall be in accordance with Part 10 of the Zoning Bylaw and in addition Micro Car spaces shall comply with the dimensions indicated in the following table:

Parking Space Type	Length	Width	Height
Micro Car	3 m (9.9 ft.)	2.3 m (7.6 ft.)	2.1m (6.9 ft.)

(5) Loading facilities shall be provided in accordance with the following:

- a) One loading space shall be provided for each building of more than 100 dwelling units. Loading spaces shall be shared between residential and commercial loading activities where buildings include a commercial purposes use.
- b) A loading space shall be located on the same lot as the development or building it is intended to serve.

- (6) One community car share vehicle shall be provided for each 160 residential units, or portion thereof, and such community care share vehicle(s) shall be available for use by all occupants of lands zoned CD67.

(7) Bicycle Parking Requirements:

Indoor bicycle parking spaces (secured and weather-protected) and exterior parking spaces (adjacent to the entrances of buildings for visitors to the site) are required in accordance with the following table:

<b>Land Use</b>	<b>Secured Bicycle Parking</b>	<b>Exterior/Visitor Bicycle Parking</b>
Residential	A minimum of 0.5 spaces per dwelling unit	A minimum of 6 spaces for any development containing 20 or more dwelling units
Commercial Uses	Not Applicable	A minimum of 1 space for each 100m <sup>2</sup> GFA
Child Care Facility	No requirement	No requirement

\*GFA (Gross Floor Area)

(d) The Zoning map is amended as follows:

- (i) in the case of all the lands included within:

Lot A, District Lot 613, Group 1, New Westminster District,  
Plan BCP49795 (PID 028-737-172),  
Lot B, Block 6, District Lot 613, Plan 8284 (PID 010-168-265)  
Lot 2, District Lot 613, Group 1, New Westminster District,  
Plan BCP 45273 (PID 028-278-968)  
Lot 3, District Lot 613, Group 1, New Westminster District,  
Plan BCP45273 (PID 028-278-984)

by rezoning the land from Comprehensive Development Zone 60 (CD60), Comprehensive Development Zone 61 (CD61), and General Commercial Zone 1A (C1A) to Comprehensive Development Zone 67 (CD67); and

- (ii) in the case of the portion of municipal road and lane labelled as "lane to be closed" and "road to be closed" on the road closure plan attached and labelled Schedule C, by zoning said land to Comprehensive Development Zone 60 (CD67),

all as generally illustrated on the attached map labelled Schedule A.

### 3. Repeal

That "Rezoning Bylaw 1242 (Bylaw 7770)" is repealed.  
That "Rezoning Bylaw 1243 (Bylaw 7779)" is repealed.

**READ** a first time this the

**PUBLIC HEARING** held this the

**READ** a second time this the

**READ** a third time this the

Certified a true copy of "Rezoning Bylaw 1285 (Bylaw 7955)" as at Third Reading

\_\_\_\_\_  
Municipal Clerk

**APPROVED** by The Ministry of Transportation and Infrastructure this the

**ADOPTED** this the

\_\_\_\_\_  
Mayor

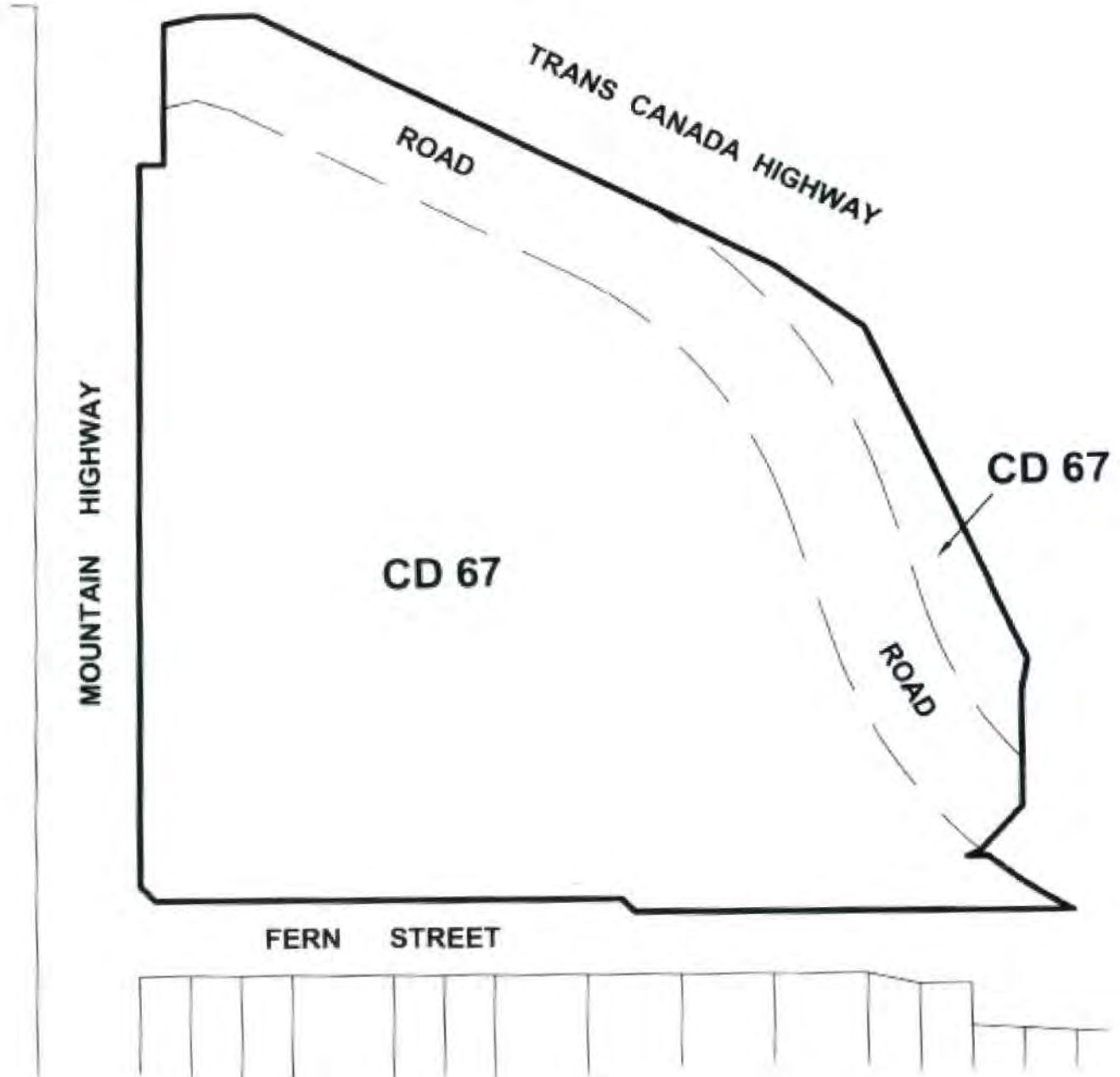
\_\_\_\_\_  
Municipal Clerk

Certified a true copy

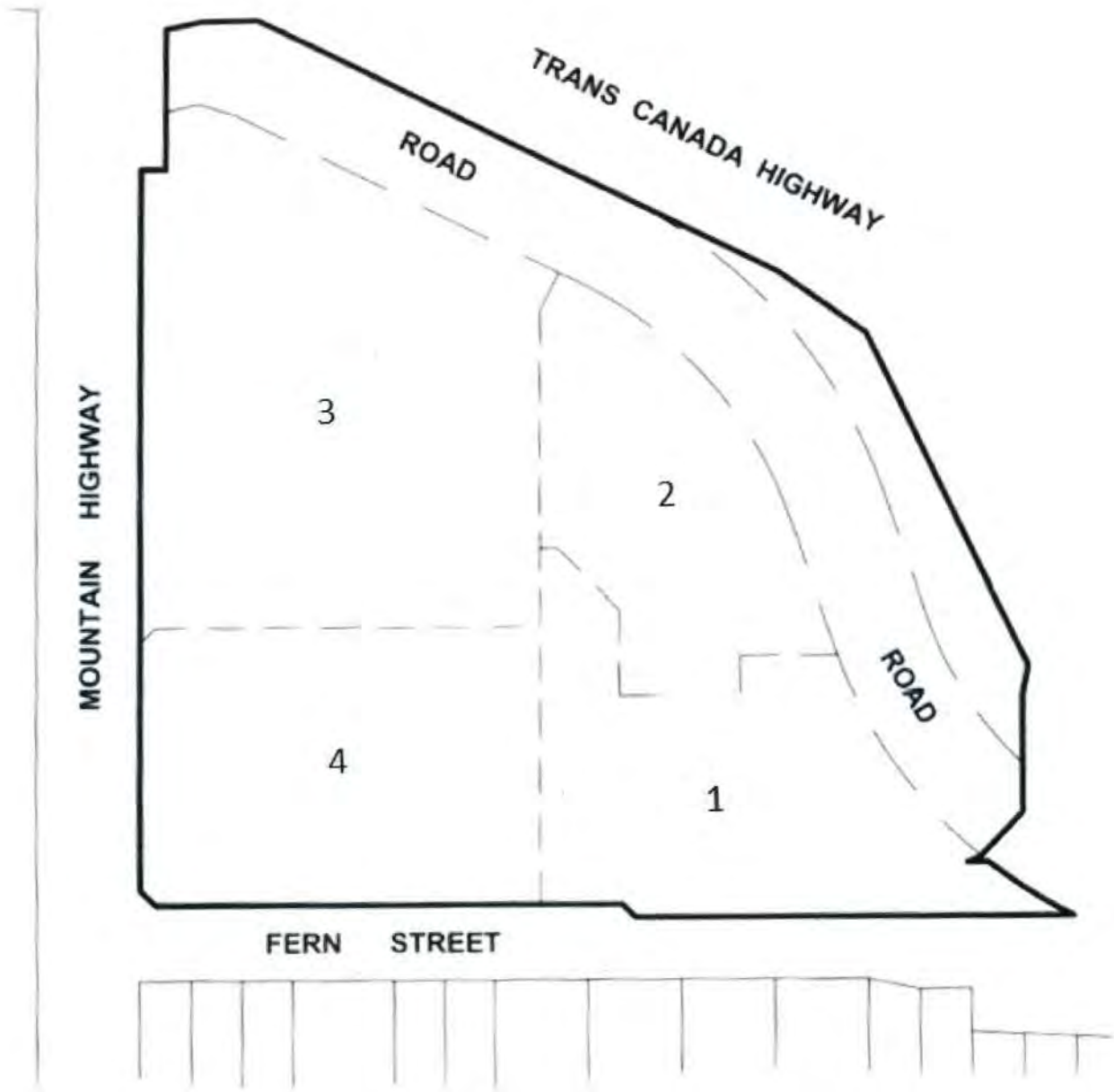
\_\_\_\_\_  
Municipal Clerk



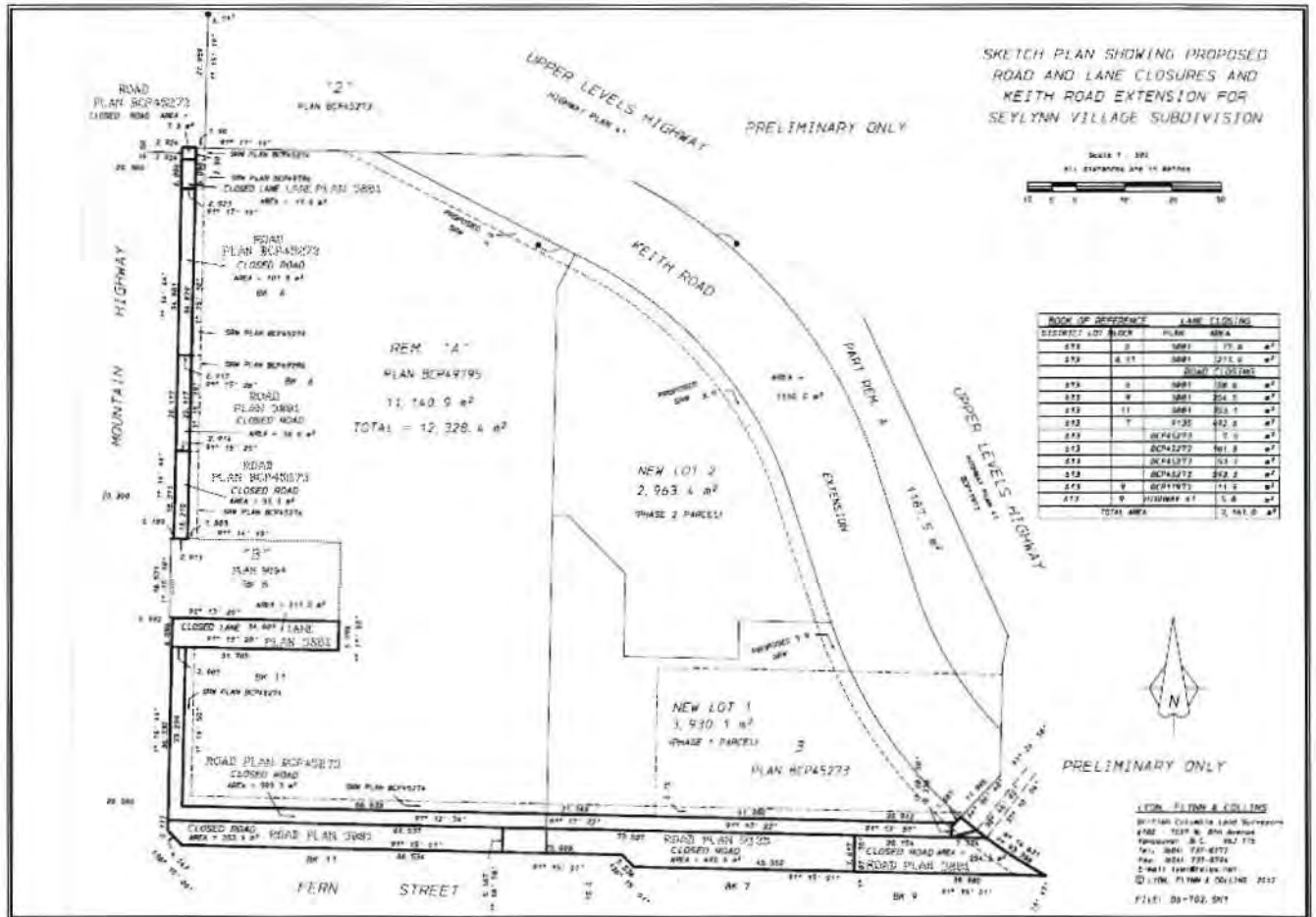
Schedule A to Bylaw 7955



Schedule B to Bylaw 7955



### Schedule C to Bylaw 7955



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

**Bylaw 7956**

A bylaw to enter into a Housing Agreement (Seylynn Village)

---

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

**1. Citation**

This bylaw may be cited as "Housing Agreement Bylaw 7956, 2012".

**2. Authorization to Enter into Agreement**

2.1 The council hereby authorizes the agreement (the "Housing Agreement") substantially in the form attached to this Bylaw as Schedule "A" between The Corporation of the District of North Vancouver and Seylynn (North Shore) Properties Corp.(Incorporation No. 092285) with respect to the following lands:

- (a) Lot A, District Lot 613, Group 1, New Westminster District, Plan BCP49795 (PID 028-737-172;
- (b) Lot B, Block 6, District Lot 613, Plan 8284 (PID 010-168-265);
- (c) Lot 3, District Lot 613, Group 1, New Westminster District, Plan BCP45273 (PID 028-278-984); and
- (d) the portions of municipal road and lane outlined in bold on the road closure plan attached to this Bylaw as Schedule "B".

2.2 The Mayor and Municipal Clerk are authorized to execute and deliver the Housing Agreement.

**3. Repeal**

That "Housing Agreement Bylaw 5" is repealed.

**4. Effective Date**

The effective date of this bylaw is



**READ** a first time this the

**PUBLIC HEARING** held this the

**READ** a second time this the

**READ** a third time this the

**ADOPTED** this the

---

Mayor

---

Municipal Clerk

Certified a true copy

---

Municipal Clerk

## **Schedule A to Bylaw 7956**

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

This agreement dated for reference the 15th day of October, 2012 is

BETWEEN:

**SEYLYNN (NORTH SHORE) PROPERTIES CORP.** (Incorporation No. 920285) a corporation incorporated under the laws of the Province of British Columbia with an office at 403 - 850 Harbourside Drive, North Vancouver, BC V7P 0A3

(the "Owner")

AND:

**THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER**, a municipality incorporated under the *Local Government Act*, R.S.B.C. 1996, c.323 and having its office at 355 West Queens Road, North Vancouver, BC V7N 4N5

(the "District")

WHEREAS:

- A. The Owner is the registered owner of the Lands;
- B. The Owner wishes to obtain a development permit with respect to the Lands and wishes to create a condominium development which will contain housing strata units on the Lands;
- C. Section 905 of the *Local Government Act* authorises the District, by bylaw, to enter into a housing agreement to provide for the prevention of rental restrictions on housing and provides for the contents of the agreement; and
- D. A covenant registrable under Section 219 of the *Land Title Act* may include provisions in respect of the use of land, the use of a building on or to be erected on lands; that land is to be built on in accordance with the covenant, is not to be built on except in accordance with that covenant or is not to be built on; that land is not to be subdivided unless in accordance with the covenant or is not to be subdivided.

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 Owner (the receipt and sufficiency of which is acknowledged by the Owner), the parties covenant and agree with each other as follows, as a housing agreement under Section 905 of the *Local Government Act*, and as a contract and a deed under seal between the parties and the parties hereto further covenant and agree that the Lands shall not be used or built on except in accordance with this Covenant as follows:

## **1. DEFINITIONS**

### **1.01 Definitions**

In this agreement:

- (a) “*Development Covenant*” means the section 219 covenant granted by the Owner and registered at the Lower Mainland Land Title Office in favour of the District against the Lands under No. \_\_\_\_\_;
- (b) “*Lands*” means land described in Item 2 of the *Land Title Act* Form C to which this agreement is attached;
- (c) “*Seylynn Development*” means the 720 unit strata housing integrated master-planned development to be constructed on the Lands in accordance with the Development Covenant;
- (d) “*Unit*” means a residential dwelling strata unit in the Seylynn Development; and
- (e) “*Unit Owner*” means the registered owner of a Unit in the Seylynn Development.

## **2. TERM**

This Agreement will commence upon adoption by District Council of Bylaw 7956 and remain in effect until terminated by the District as set out in this Agreement.

## **3. RENTAL ACCOMMODATION**

### **3.01 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.

### **3.02 Binding on Strata Corporation**

This agreement shall be binding upon all strata corporations created upon the strata title subdivision of the Lands pursuant to the *Strata Property Act* or any subdivided parcel of the Lands, including the Units.

### **3.03 Strata Bylaw Invalid**

Any Strata Corporation bylaw which prevents, restricts or abridges the right to use any of the Units as rental accommodations shall have no force or effect.

3.04 No Bylaw

The Strata Corporation shall not pass any bylaws preventing, restricting or abridging the use of the Lands, the Seylynn Development or the Units contained therein from time to time as rental accommodation.

3.05 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 Seylynn Development and the units contained therein from time to time as rental accommodation.

3.06 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 Seylynn 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 receipt of 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 on demand by the District 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 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 Seylynn Development or any part thereof.

#### 5.02 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 the Seylynn 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 or any future owner, occupier or user of any part of the Seylynn Development including any Unit; and
- (c) The District may at any time execute a release and discharge of this Agreement in respect of the Seylynn 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 905 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 Seylynn 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 Previous Housing Agreement

The Owner and the District agree that the previous Housing Agreement in relation to the Lands dated for reference May 25, 2009 is hereby terminated and of no further force and effect.

## 6.12 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, by facsimile transmission, or by personal service, to the following address for each party:

If to the District:

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

Attention: Planning Department  
Facsimile: (604) 984-9683

If to the Owner:

c/o Sager Legal Advisors LLP  
Ambleside Centre  
1495 Marine Drive  
West Vancouver, BC V7T 1B8

Attention: Mr. Mark Sager  
Facsimile: (604) 922-8808

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; if made by facsimile transmission, on the first business day after the date when the facsimile transmission was transmitted; 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.

## 6.13 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.



6.14 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” 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 7956.

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.

## Road Closure Plan



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

**Bylaw 7957**

A bylaw to authorize a phased development agreement

---

The Council for The Corporation of the District of North Vancouver enacts pursuant to s. 905.1 of the *Local Government Act* as follows:

**1. Citation**

This bylaw may be cited as "Phased Development Agreement (Seylynn Village) Bylaw 7957, 2012".

**2. Phased Development Agreement (Seylynn Village)**

The Mayor and Municipal Clerk may execute and deliver an agreement with Seylynn (North Shore) Properties Corp. (Inc. No. BC0920285) in the form attached as Schedule A to this Bylaw.

**3. Repeal**

Phased Development Agreement (Seylynn Village) Bylaw 7771, 2009 is hereby repealed.

**READ** a first time this the

**PUBLIC HEARING** held this the

**READ** a second time this the

**READ** a third time this the

**ADOPTED** this the

---

Mayor

---

Municipal Clerk

Certified a true copy

---

Municipal Clerk



## **Schedule A to Bylaw 7957**

### **PHASED DEVELOPMENT AGREEMENT**

THIS AGREEMENT dated for reference the 15<sup>th</sup> day of October, 2012 is

BETWEEN:

**THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER**, a municipality incorporated under the *Local Government Act*, R.S.B.C. 1996, c.323 and having its office at 355 Queens Road West, North Vancouver, BC V7N 2K6

(the "District")

AND:

**SEYLYNN (NORTH SHORE) PROPERTIES CORP.** (Incorporation No. 920285) a corporation incorporated under the laws of the Province of British Columbia with an office at 403- 850 Harbourside Drive, North Vancouver, British Columbia V7P 0A3

(the "Owner")

WHEREAS:

- A. Seylynn (North Shore) Properties Corp. is (or will be) the registered owner in fee simple of all the land in the District of North Vancouver, legally described in section 1 of this Agreement (the "Lands");
- B. The Owner has applied to the District for an amendment of the Zoning Bylaw (as defined in this Agreement) to permit the development on the Owner's land of a range of residential, commercial and institutional uses and associated civic and community uses;
- C. The Owner wishes to provide certain amenities and features in the development of the Lands, and the parties wish to ensure that the provisions of the Zoning Bylaw as amended by the Zoning Amendment Bylaw (defined in this Agreement) continue to apply to the Lands for the period more particularly set out in this Agreement; and
- D. The Council of the District has given notice and held a public hearing and has, by bylaw, authorized the execution of this Agreement,

NOW THEREFORE in consideration of the mutual promises set out in this Agreement, the parties agree pursuant to section 905.1 of the *Local Government Act* as follows:

#### **INTERPRETATION OF AGREEMENT**

1. In this Agreement:

- (a) “*Default Notice*” has the meaning given to it in section 6 herein;
- (b) “*Development Covenant*” means the covenant under section 219 of the *Land Title Act* dated for reference October 15<sup>th</sup>, 2012 granted by the Owner to the District and registered at the Lower Mainland Land Title Office against the Lands under number \_\_\_\_\_;
- (c) “*Lands*” means:
  - i. Lot A, District Lot 613, Group 1, New Westminster District, Plan BCP49795 (PID 028-737-172);
  - ii. Lot B, Block 6, District Lot 613, Plan 8284 (PID 010-168-265);
  - iii. Lot 3, District Lot 613, Group 1, New Westminster District, Plan BCP45273 (PID 028-278-984); and
  - iv. the portions of municipal road and lane outlined in bold on the road closure plan attached and labelled Schedule A;
- (d) “*Lynnmour Connector Trail*” means the public trail connecting Lynnmour Elementary School in the north and to Phibbs Exchange in the south to be constructed and installed by the Owner pursuant to the provisions set out in the Development Covenant;
- (e) “*Specified Zoning Bylaw Provisions*” means sections 4B404, 4B405 and 4B406 of the Zoning Amendment Bylaw;
- (f) “*Zoning Amendment Bylaw*” means District of North Vancouver Rezoning Bylaw 1286 (No. 7955, 2012);
- (g) “*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.

#### **APPLICATION OF AGREEMENT**

2. This Agreement applies to the Lands, including any parcels of land into which the Lands may be subdivided. This Agreement applies to the Lands and to no other land.

### **BYLAW AMENDMENTS NOT TO APPLY**

3. For the term of this Agreement, any amendment or repeal of the Specified Zoning Bylaw Provisions shall not apply to the Lands, except:
  - (a) as provided in section 905.1(6) of the *Local Government Act* as amended, consolidated, re-enacted or replaced from time to time; or
  - (b) to the extent that the Owner or, if applicable, a permitted assignee of the Owner's interest under this Agreement in relation to all or a part of the Lands agree in writing that the amendment or repeal shall apply to all or a part of the Lands.

### **TERM OF AGREEMENT**

4. The term of this Agreement is ten (10) years from the date of adoption of the Zoning Amendment Bylaw.
5. The parties may terminate this Agreement at any time by written agreement of the Owner and the District.
6. The Owner and the District hereby agree that the District may, without further notice to the Owner, terminate this Agreement if the Owner fails to provide the amenities and features of the development set out in sections 8 through 12 to the standards and at the times set out or referenced in those sections, and the failure is not rectified or cured by the Owner within the time specified in section 7. The Owner will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under this section. The Owner acknowledges and agrees that termination of this Agreement will not in any way affect the validity of the Development Covenant or any of the land use restrictions contained therein all of which continue in full force and effect notwithstanding the expiry or earlier termination of this Agreement.
7. If the Owner fails to provide the amenities and features of the development set out in sections 8 through 12 to the standards and at the times set out or referenced in those sections, the District may deliver to the Owner a notice of default (in the manner required herein for giving notices) stipulating that the default must be rectified or cured within 30 days of the notice or within such other time that may be specified in the Development Covenant. If the default reasonably requires more time to rectify or cure, the Owner will be deemed to have complied with the rectification or curing of it if the Owner commences rectifying or curing the default within the stipulated time after notice from the District and diligently completes the same.

### **AMENITIES AND FEATURES OF THE DEVELOPMENT**

8. The Owner shall, in accordance with the engineering servicing agreement required to be entered into by the Owner under the Development Covenant, construct, install and complete the Lynnmour Connector Trail to the satisfaction of the District.
9. Buildings and structures on the Lands, including all service infrastructure provided by or on behalf of the Owner, must comply with the green building and building accessibility requirements as set out in the Development Covenant.

10. The Owner shall make the public art contributions in the manner and at the times specified in the Development Covenant.
11. The Owner shall construct and install the Child Care Facility on the Phase 2 Parcel, and shall grant to the District the Parcel 2 Covenant in the time and in the manner set out in section 18(a)(v)(A) in the Development Covenant, and the Owner shall grant to the District the replacement section 219 covenant and the option to purchase in respect of the Child Care Air Space Parcel strictly in accordance with the terms set out in sections 18(a)(vi)(A) and (B) in the Development Covenant. For the purpose of this section 11, "Child Care Facility", "Phase 2 Parcel", "Parcel 2 Covenant" and "Child Care Air Space Parcel" all have the meanings given to them in the Development Covenant.
12. The Owner shall install a hydronic source heating system in the buildings to be constructed on each of the Development Parcels. The said hydronic source system shall be district energy ready and compatible with and ready for connection to the District Energy System. The Owner shall grant Replacement Covenants to the District, which said Replacement Covenants will obligate the registered owners of the Development Parcels to connect the Buildings to the District Energy System in accordance with and subject to the conditions contained in the Replacement Covenant. For the purpose of this section 12, "District Energy System", "Development Parcels", and "Replacement Covenants" have the meanings given to them in the Development Covenant.

#### **ASSIGNMENT OF AGREEMENT**

13. The Owner may assign this Agreement in whole or in relation to any parcel into which the Lands may be subdivided, if:
  - (a) the District, acting reasonably, consents in writing to the assignment;
  - (b) the fee simple title to the part of the Lands to which the assignment relates is transferred to the assignee;
  - (c) the part of the Lands to which the assignment relates has not yet been developed in accordance with the Development Master Plan as defined in the Development Covenant;
  - (d) the assignee is a developer licensed to do business in the District;
  - (e) the assignee has executed and delivered to the District an assumption agreement, in form and content satisfactory to the District, assuming the Owner's obligations under this Agreement in relation to the part of the Lands transferred to the assignee as determined by the District in its sole discretion; and
  - (f) the assignee has entered into an assignment agreement with the Owner, in form and content satisfactory to the District, assigning this Agreement.
14. An assumption agreement entered into between the District and an Assignee pursuant to section 13 will not operate to release the Owner of its liability to the District for the fulfillment of all of the Owner's obligations under this Agreement.



## **AMENDMENT OF AGREEMENT**

15. The parties may in writing agree to minor amendments to this Agreement, and for that purpose a “minor amendment” is an amendment to sections 8, 9, 10, 11 or 12 or an amendment to the Development Covenant.

## **GENERAL TERMS AND CONDITIONS**

16. Any notice permitted or required by this Agreement to be given to either party must be given to that party at the address set out above, or to any other address of which the party has given the other party notice in writing expressly for the purposes of this Agreement.
17. Except as expressly set out in this Agreement, nothing in this Agreement shall prejudice or affect the rights and powers of the District in the exercise of its functions under the *Community Charter* or the *Local Government Act* or any of its bylaws, or those of the District’s approving officer under the *Land Title Act* or the *Strata Property Act*.
18. Any opinion, decision, act or expression of satisfaction or acceptance provided for in this Agreement may be taken or made by the District’s General Manager of Planning, Permits and Licences, unless expressly provided to be taken or made by another official of the District.
19. No provision of this Agreement is to be considered to have been waived by the District unless the waiver is expressed in writing by the District. The waiver by the District of any breach by any of the other parties of any provision is not to be construed as or constitute a waiver of any further or other breach.
20. Whenever in this Agreement the District is required or entitled to exercise any discretion in the granting of consent or approval, or is entitled to make any determination, take any action or exercise any contractual right or remedy, the District may do so in accordance with the contractual provisions of this Agreement and no public law duty, whether arising from the principles of procedural fairness or the rules of natural justice or otherwise, shall have any application in the interpretation or implementation of this Agreement except to the extent that such duty arises as a matter of public law.
21. The Owner shall indemnify and save harmless the District, its elected and appointed officials, officers, employees, agents, contractors, licensees and invitees and others for whom the District is in law responsible (the “District Representatives”) from and against any and all actions, causes of action, liabilities, demands, losses (including loss of profits), damages, costs, expenses (including actual fees of professional advisors), remediation of contamination costs, fines, penalties and other harm of any kind whatsoever, whether related to death, bodily injury, property loss, property damage, property contamination or consequential loss or damage, suffered or incurred by the District or any of the District Representatives, directly or indirectly, arising from, resulting from, connected with or related to:
  - (a) the entering into of this Agreement;
  - (b) death, bodily injury, damage to or loss of any property or other incident or occurrence during the construction or provision of the amenities and other development contemplated by this Agreement;
  - (c) any default or breach of this Agreement by the Owner; and

- (d) any wrongful act, omission or negligence of the Owner or its directors, officers, employees, agents, contractors, subcontractors, licensees, or others for whom they are responsible in law with respect to the covenants and obligations of the Owner pursuant to this Agreement.
22. This indemnity shall survive any conclusion or other termination of this Agreement, in relation to any matter arising prior to it.
23. Time is of the essence of this Agreement and will remain of the essence notwithstanding the extension of any dates.
24. The obligations and covenants of the parties comprising the Owner (if more than one) shall be several only, and not joint and several.
25. The Owner and the District agree that the previous Phased Development Agreement in relation to the Lands dated for reference May 25, 2009 is hereby terminated and of no further force and effect.
26. The Owner acknowledges and agrees that the District, acting reasonably, may, despite any public law limitations on the withholding of building permits and occupancy permits, withhold building permits and occupancy permits for the purpose of ensuring compliance with and administering the terms of this Agreement.
27. This Agreement may be executed in counterparts.

**THE DISTRICT OF NORTH VANCOUVER**  
**by its authorized signatories:**

---

---

**SEYLYNN (NORTH SHORE) PROPERTIES CORP.**  
**by its authorized signatories:**

---

---

## Survey Plan



# **The Corporation of the District of North Vancouver**

## **Bylaw 7958**

### **A bylaw to waive Development Cost Charges**

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

#### **1. Citation**

This bylaw may be cited as "Seylynn Village Affordable Rental Housing Development Cost Charge Waiver Bylaw 7958, 2012".

#### **2. Waiver**

2.1 Development Cost Charges are hereby waived in relation to the Eligible Development proposed to be constructed on "Site B" as shown on the attached map, and the development cost charge rates for the Eligible Development are hereby set at zero.

2.2 For the purpose of this Bylaw "Eligible Development" means not more than 70 affordable rental housing units in a building not exceeding 6 storeys, where the affordable rental rate structure is secured by way of a lease agreement, affordable housing agreement bylaw, restrictive land use covenant or other measure acceptable to the Municipal Solicitor.

#### **3. Repeal**

That "Bylaw 7773, Seylynn Village Affordable Rental Housing Development Cost Charge Waiver Bylaw" is repealed.

**READ** a first time this the

**PUBLIC HEARING** held this the

**READ** a second time this the

**READ** a third time this the

**ADOPTED** this the

\_\_\_\_\_  
Mayor

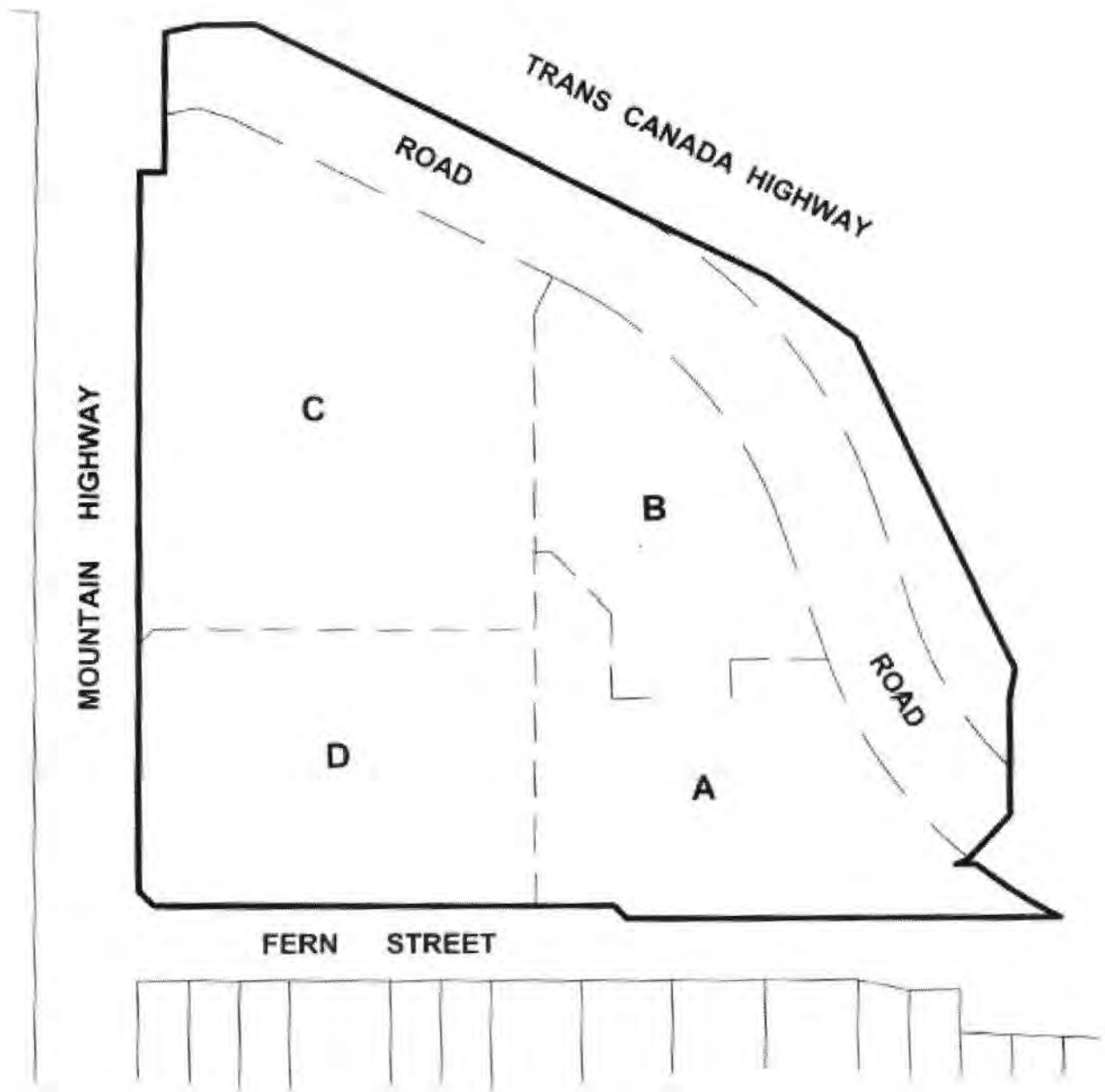
\_\_\_\_\_  
Municipal Clerk

Certified a true copy

\_\_\_\_\_  
Municipal Clerk



Schedule A to Bylaw 7958



## SEYLYNN VILLAGE– DEVELOPMENT GUIDELINES [ 2012 ]

1. **Intent:**

Development guidelines for the Seylynn Village development are intended to address building massing, scale, and finishes, streetscape designs, view impacts, phasing, and architectural themes to ensure that the proposed neighbourhood provides for a livable, high quality environment.

These guidelines are to be considered as part of development permit proposals on the site and in conjunction with any zoning provisions and Development Covenant(s) for the Seylynn Village area, and any other OCP development permit guidelines.

2. **Identity**

The development intent for Seylynn Village is to create a new identity that clearly identifies this neighbourhood as innovative, sustainable and livable. New development should build upon the unique context of the Lower Lynn area and its natural amenities, such as nearby parks and waterways. Design details and a distinctive landscape should respond to the broader context including the North Shore, the coastal setting, nearby mountains and views to Burrard Inlet and the City of Vancouver. Development should celebrate the site's proximity to water and mountain recreation as a unique opportunity

3. **Land Use & Density**

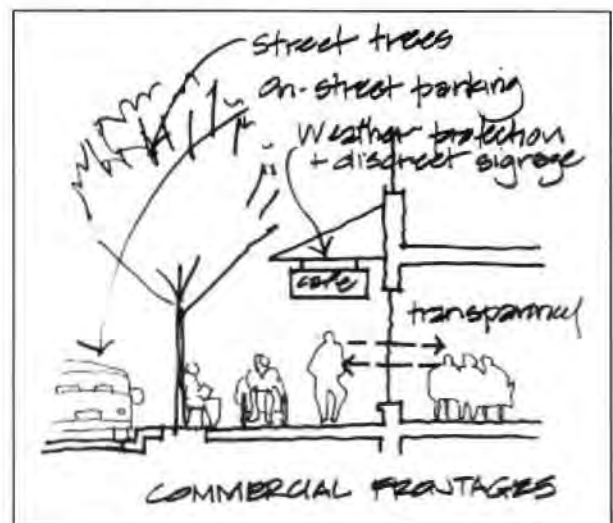
Land use and density provisions for Seylynn Village are specified in the CD67 Zone. These development guidelines should be read in conjunction with the relevant zoning provisions.

4. **Commercial Uses**

Commercial uses are proposed in Seylynn Village to serve the needs of the residents of the development, as well as those of nearby neighbourhoods. These uses should link to and reinforce the village atmosphere to be created along the Lower Lynn Town Centre "high street" and provide spaces to gather, opportunities for social interaction, and contribute to a vibrant pedestrian realm.

Commercial uses and the associated street frontages in Seylynn Village should:

- be located primarily at or close to grade
- include variation in façade treatments and building heights as well as breaks in facades
- maximize convenient street parking on the internal road



- allow for sidewalks and plaza areas that accommodate a range of uses such as outdoor customer service areas, meeting and gathering areas, recreational uses, and seating
- include appropriate landscape treatments for the internal road to accommodate street trees and safe and comfortable sidewalks
- encourage a diverse mix of uses
- maximize pedestrian weather protection

## 5. **Transportation and Parking**

Effective management of transportation is a key issue for Seylynn Village and a basic goal for the development is to provide alternatives to the private automobile while recognizing that some residents, visitors, and employees will rely on private automobiles as one of the forms of transportation.

Seylynn Village is intended to promote more sustainable transportation modes for its residents and tenants due to its close proximity to the Phibbs Exchange, frequency of transit service, existing pedestrian and cycling networks, and significant employment and educational opportunities.

The development should support Transportation Demand Management (TDM) measures to encourage better use of existing infrastructure including more use of pedestrian, cyclist and transit facilities to decrease automobile dependency (use and ownership) and minimize parking demand.

Streets, walkways and bicycle routes should be constructed and public rights of access granted to the satisfaction of the District of North Vancouver prior to occupancy or use of the first building to be constructed in the area they are intended to serve.

### **Encourage Alternative modes of Travel Reduce Impacts of New Traffic**

Development at Seylynn Village should seek to reduce the impact of new vehicle trips and as much as possible, improve existing traffic and circulation issues in the neighbourhood.

With the above intent in mind, development at Seylynn Village should:

- provide pedestrian-friendly facilities on-site including connecting walkways and sidewalks adjacent to all internal and external roadways
- allow for convenient pedestrian connections to Seylynn Park
- provide quality cycling connections from the site to existing on-street District bicycle routes and North Vancouver and regional bicycle networks
- provide appropriate bicycle parking and storage
- promote the public transit system including the provision of accessible, safe and comfortable transit stop(s) as required for the site
- provide upgraded pedestrian linkages from the site northbound to Lynnmour Elementary School and Southbound to Phibbs transit exchange to ensure safe and comfortable access to these destinations
- support pedestrian and bicycle linkages to connect to key land uses, including those identified in the North Vancouver Bicycle Master Plan, such as nearby parks, Capilano University, Phibbs transit exchange, Lynnmour Elementary School, as well as nearby commercial and industrial uses
- Ensure public access for on-site roadways in the form of appropriate legal documentation (access rights-of-ways, etc.) to ensure function of the roads as public, while maintenance remains a private responsibility.

### Providing Convenient and Adequate Parking Facilities

Parking and loading shall be the minimum required to serve all uses. To achieve this intent, the development should:

- Encourage sustainable transportation modes and overall trip reduction.
- Provide on-street parking and loading along the internal street to serve short-term parking needs in a manner that does not impair the streetscape design of the internal street
- Provide convenient visitor parking that is clearly identified
- Resolve loading activities to ensure safe, convenient, efficient, and attractive loading facilities for commercial and residential uses.
- Provide space for vehicles powered by alternate fuels, electric cars, and car-share vehicles in convenient and accessible locations
- Offer a shared-car amenity in the project where automobiles are available to residents for use on a rental basis with the goal of reducing car ownership.

## 6. Urban Design

The development should be designed as a progression of spaces in the neighbourhood for both at-grade, and above-grade spaces to provide a transition from public to semi-private to private spaces.

### Flexibility:

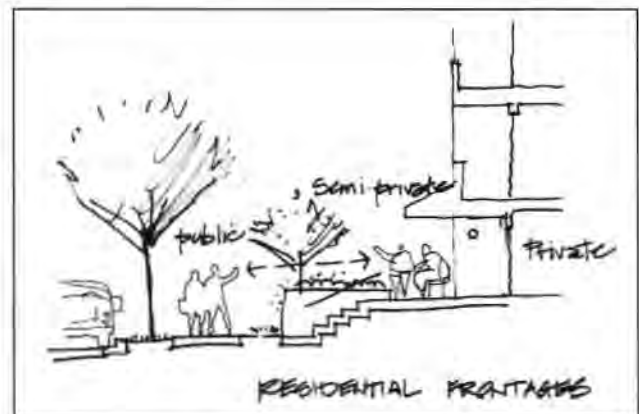
- Target market and demographics should be considered in design of the development and dwelling units

### View Preservation and Creation:

- Public and private views, including views created by the development form and views to vistas, should be maximized with an emphasis on public views, and views from residential towers should consider the privacy of nearby units or neighbouring residential properties
- The results of a view analysis should be submitted and reviewed in conjunction with any application for a development permit

### Privacy:

- The minimum distance between high-rise towers should be 30 m (98.4 feet)
- The transition from the individual dwelling unit (private space) to "community space (semi-private)", and ultimately to public space should be well-defined and delineated by way of good architectural, interior and landscape design.



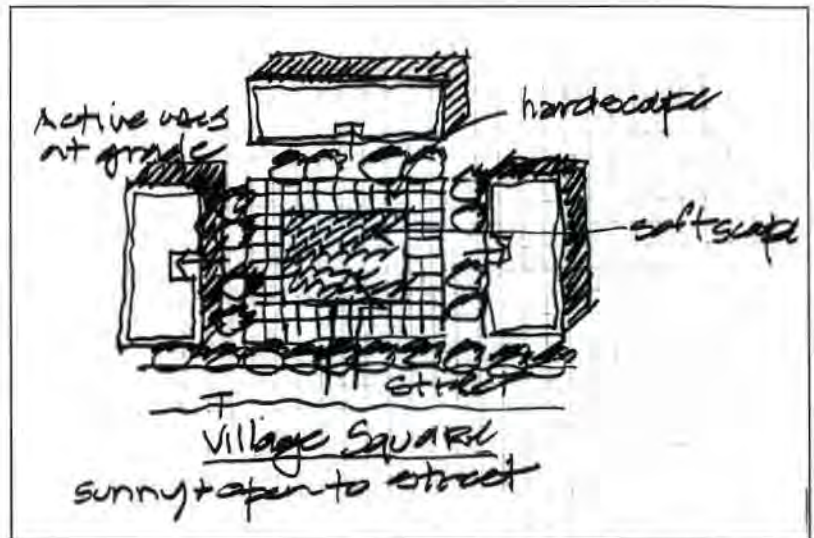
### Public Realm Objectives:

- Development should provide for a human scale streetscape and safe, convenient, pedestrian connections to surrounding destinations, including Seylynn Park.
- Provide clear signage and way-finding system for pedestrians and vehicles throughout the site including landmarks and gateway elements to mark the arrival into the site.
- Internal street should include a design that invites visitors into the development.



### Open Space:

Quality open spaces should be intentionally planned and incorporated into the development (not as left-over spaces). For the most part these open spaces should be publicly-accessible, with some exceptions such as outdoor play area for any childcare use in the development and roof-top areas that may have difficulty accommodating public access.

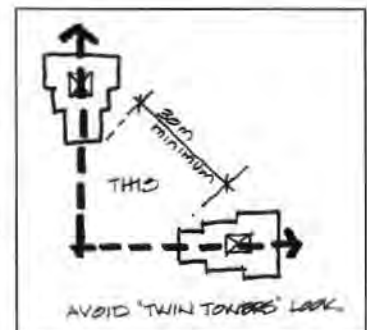


- Aspects to consider in providing quality open spaces include, but are not limited to: paving, lighting, planting, universal accessibility, safety of driveway crossings, pedestrian entrances and walks, public plaza, seating, display windows, weather protection, garbage storage and loading facilities.
- Common spaces should be designed to encourage a sense of community
- Development should integrate a variety of open spaces, including courtyards, public plaza, rooftop gardens, terraces, decks, walking areas, etc. and maintain multi-functional use
- Facilities for children's play should be provided as part of each building on the site in locations that are convenient to building entrances and provide a safe and secure environment
- A public plaza space should be a focal point for the community and should include hard and soft spaces and an opportunity for programmed activities
- Open spaces should incorporate design elements that reference the character, history of the area and other special aspects of the place, in a manner appropriate to the site
- Open spaces should be designed and detailed to relate to the design of the adjacent buildings to complement the complex as a whole
- Open spaces should be located to minimize the impact of shadows
- Development should connect conveniently to nearby open spaces or corridors.

### Built Form and Height:

The following objectives for built forms and the heights of proposed buildings should be taken into considered in the development of Seylynn Village.

- Project components should be designed to take into account the relationships between built form and the overall composition of the Seylynn Village development
- Tower buildings should be located to help mitigate traffic noise from Highway #1, maximize view opportunities from the project, and minimize shadowing potential
- Consideration should be given to variations in the height, design, siting, roof elements, and finishes of each of the proposed tower buildings to allow them to have separate but related identities and to provide greater interest to the development
- Impacts of buildings on the quality and character of open spaces should be considered, including through the use of shadow studies
- A central public open space should be 50% shadow-free for the hours of 10 am to 2 pm between the spring and fall equinoxes





- Building siting should consider noise attenuation, energy efficiency, and liveability objectives
- Proposed tower buildings should be varied in elevation, reflecting the climatic demands of the respective directions.
- Proposed tower buildings should connect to the ground plane with lobbies at grade that are visible from streets.

### Relationship to the Street

Relationships to both external streets (Fern Street and Mountain Hwy.) and the internal street should provide for a quality pedestrian environment. Elements should include attractive landscaping, street trees, and interesting ground level building facades with individual unit identity to help contribute to an improved walking environment.



### Public Art

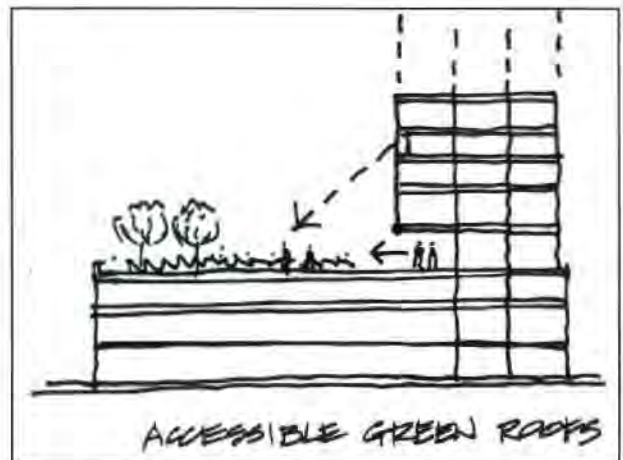
Development proposals should include provisions for meaningful public art to be integrated into project designs.

- Public Art proposals should be reviewed under appropriate District policy, and with the involvement of the Public Art Task Force.
- Public Art should be integrated into development permit proposals and be considered early in the design process.

### Landscaping

Development Permit applications for Seylynn Village should be accompanied by a landscaping plan that complements the building design, contributes to a high quality of urban design and works toward sustainability. Criteria to be considered in designing the proposed landscaping include:

- Landscaping should be used to help new development harmonize with the area
- Street trees and boulevard plantings should be included to provide quality streetscapes
- Landscaping and fencing should be kept low and open in the areas adjacent to public streets or the publicly-accessible plaza areas
- Opportunities for Crime Prevention through Environmental Design (CPTED) should be considered
- Use of low maintenance "xeriscaping" landscape components, including native plant materials suited to the local climate is encouraged
- Landscaping proposals should include grading and drainage plans which will assist in the safe on-site management of surface run-off and stormwater flows, and work in conjunction with the comprehensive stormwater management design for the project
- Consideration should be given to the use of accessible green roofs and roof decks to maximize accessible outdoor space and delay and reduce stormwater run-off.



- Consideration should be given to the creation of community garden plots within the development (possibly as part of green roof elements) to reflect a growing desire for community gardens in the District.
- Community garden design should consider the District's "Operational and Design Guidelines for Community Gardens" which provides direction regarding criteria such as garden plot size, materials, access, and wheelchair accessibility.
- Permeability should be encouraged where it will assist in infiltration of stormwater run-off
- Landscape plantings, including the provision of shrubs and trees, should allow for improvements to bird habitat.

### **Private Outdoor Space**

The proposed development should provide each dwelling with private, useable outdoor space. To this intent, the development should:

- Include private outdoor space totaling approximately 10% of the residential floor area in the development
- Rooftops and terraces (over occupied space such as rooftop patios on townhouses or terraces for penthouses) should be explored as locations to accommodate private outdoor space
- Sun exposure to private outdoor spaces should be maximized

### **Building Finishes**

Finishes proposed should be high-quality and durable, selected with a view toward performance, reduced maintenance costs and long-term attractiveness.

### **Flood Control**

The Seylynn Village site is designated a development permit area for protection of development from hazardous conditions. A development permit is necessary to allow development to proceed and buildings must be designed to reflect the recommendations for appropriate flood risk management including compliance with a minimum building elevation and design features to protect life safety in underground areas such as parking garages.

## **7. Acoustical Requirements**

The Seylynn Village site is located in an area subject to significant noise from the adjacent Highway #1. Development in this area should take into account these noise impacts and design structures and usable outdoor areas in a manner to minimize noise impacts.

Techniques that should be used include:

- 1.) Incorporating noise management building techniques such as double/triple glazing and acoustical sealants to meet the maximum noise level standards noted for various dwelling unit areas in the Zoning Bylaw
- 2.) Using building design and building siting to reduce exposure to noise
- 3.) Ensuring that ventilation and climate control systems within new development are designed and installed to reduce impacts on other parts of the development and the surrounding land uses.



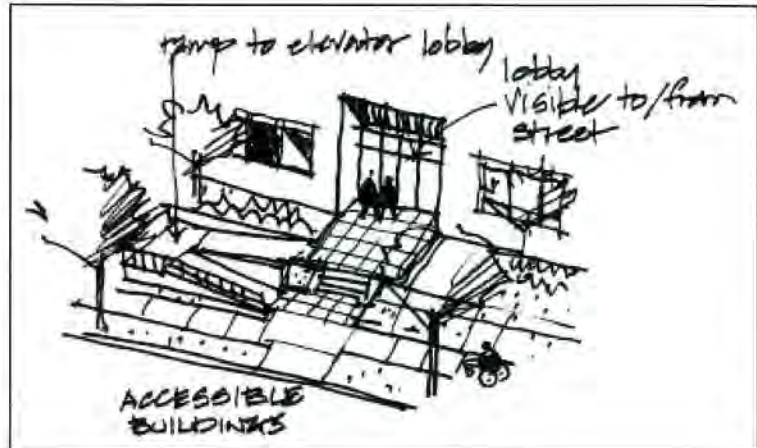
## 8. Residential Uses

It is intended that Seylynn Village will be developed predominantly as a residential area to achieve the District's objectives including providing housing near employment and education, and a range of housing options in tenure and dwelling type.

A diversity of housing types and sizes for all ages, income levels, and household types is encouraged as well as the option for "lock-off" rental units.

Housing for all levels of physical abilities should be provided in Seylynn Village.

Housing affordability should be achieved through techniques such as varying unit size, location of units on the site and in the buildings, and the quality level of finishes.



## 9. Environment and Sustainability

Pursuant to any Development Covenant on the property, proposed development should respond to broader District sustainability objectives and emerging policies and be developed in accordance with all applicable environmental regulations for this site.

- Development should manage stormwater to protect ecological systems and minimize the need for additional infrastructure.
- Buildings should be built to be energy efficient and healthy according to the LEED™ or equivalent green building system.
- The development should manage waste streams and reduce waste from individual units, buildings and the neighbourhood. Provisions for recycling and refuse containers should be included in development proposals.

## 10. Waste Disposal / Recycling Facility Regulations

Development at Seylynn Village should provide appropriate facilities to accommodate safe, efficient, and environmentally-responsible collection of waste and recyclable materials from all land uses and activities on the site.

Waste disposal and recycling areas, including temporary surface storage areas, should be screened with a minimum 2 m (6.56 ft.) high screen consisting of a screen wall, landscaping or a combination thereof; and shall be designed to be resistant to dangerous wildlife.

Waste disposal and recycling container storage areas, including temporary surface storage areas, should be designed to ensure efficient collection from the enclosures, and parking shall be prohibited in front of any enclosures. All underground solid waste facilities should be located in close proximity to garage access ramps and all access ramps should be reviewed to confirm sufficient headroom and turning radii for access by municipal and/or private collection trucks.

Waste disposal and recycling facilities should comply with Metro Vancouver's "Draft Technical Specifications for Recycling Amenities in Multi-family and Commercial Developments" (2012) or any successor documents specifying regional waste and recycling facility standards.

**11. Phasing**

Efficient development the Seylynn Village site will rely upon a logical approach to phasing to allow for appropriate transportation improvements (including potential changes to Highway 1 access and the east-west extension of East Keith Road), road widenings, intersection improvements, traffic movements, and parking, and provides for the construction of appropriate community amenities as development proceeds.

Development permit application(s) for the property must be accompanied by an indication of the project's relationship to overall phasing for the development.

Appropriate agreements to secure the provision, construction, and phasing of community facilities and community amenities will be required in conjunction with rezoning and/or development permit approvals.

**12. Development Review:**

Successful urban design is an important pre-requisite for development at Seylynn Village. Ensuring development (particularly high rise development) is attractive and appropriate for the Lower Lynn area is a key objective and development permit applications for Seylynn Village should be accompanied by three-dimensional representations of the proposed development (typically a physical or computer model), colour renderings, and view impact and shadow analyses.



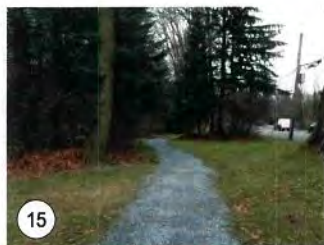
# SEYLYNN VILLAGE

## REVISED PLAN

JUNE 21, 2012







### KEY PLAN

[illegible]

1	REVISED PLAN	2012-05-18	
No.	Description	Date	Dr

Revisions: Read Up

Revisión: Final 1.1

**SeyLynn**   
(North Shore) Recreates

**DA**  
DA Architects + Planners  
300 - 1014 Homer Street, Vancouver  
British Columbia, Canada V6B 2W9  
T 604 685 6312  
F 604 685 0988  
www.da-architects.ca

SEYLYNN VILLAGE

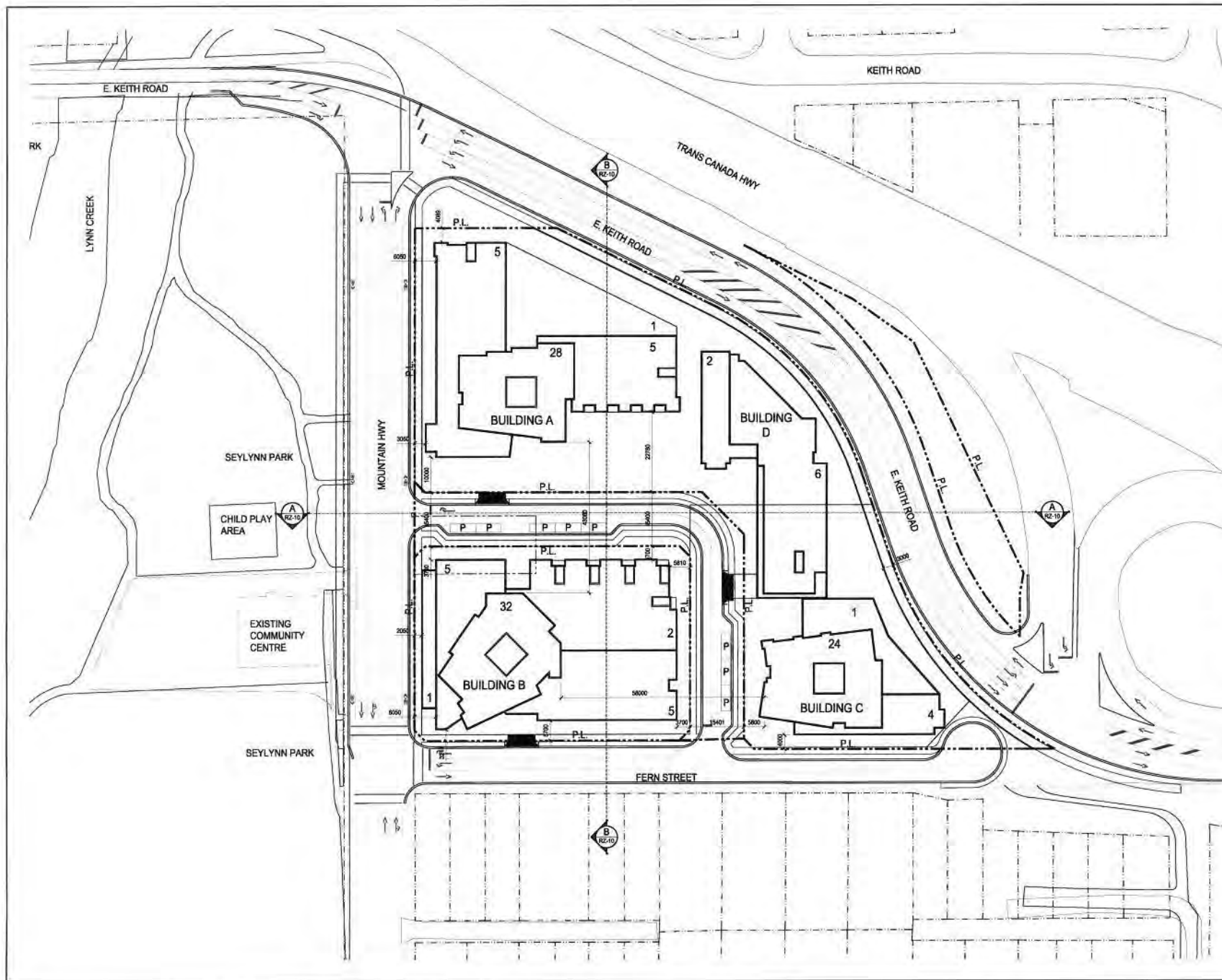
Copyright Reserved. This plan and design are, and all at times are, the exclusive property of CA Architects + Planners, and cannot be reproduced without the Architect's written consent.

12000

### SITE CONTEXT IMAGERY

Job No. 1206-000	Sheet No.
Scale NTS	RZ-1
Drawn MC	
Checked AJ	
Approved ME	
Date 2012.05.08	Revision 1





# KEY PLAN



No.	Description	Date	Dr.
2	REVISED PLAN	2012-05-20	
1	REVISED PLAN	2012-05-18	
0	Drawings		
Revisions: None			

**Seyllyn**  
 A Division of D.A. Architects + Planners

**DA**  
 D.A. Architects + Planners  
 200 - 1014 Homer Street, Vancouver  
 British Columbia, Canada V6B 2W9  
 T 604 685 6312  
 F 604 685 0911  
 www.da-architects.ca

SEYLYNN VILLAGE

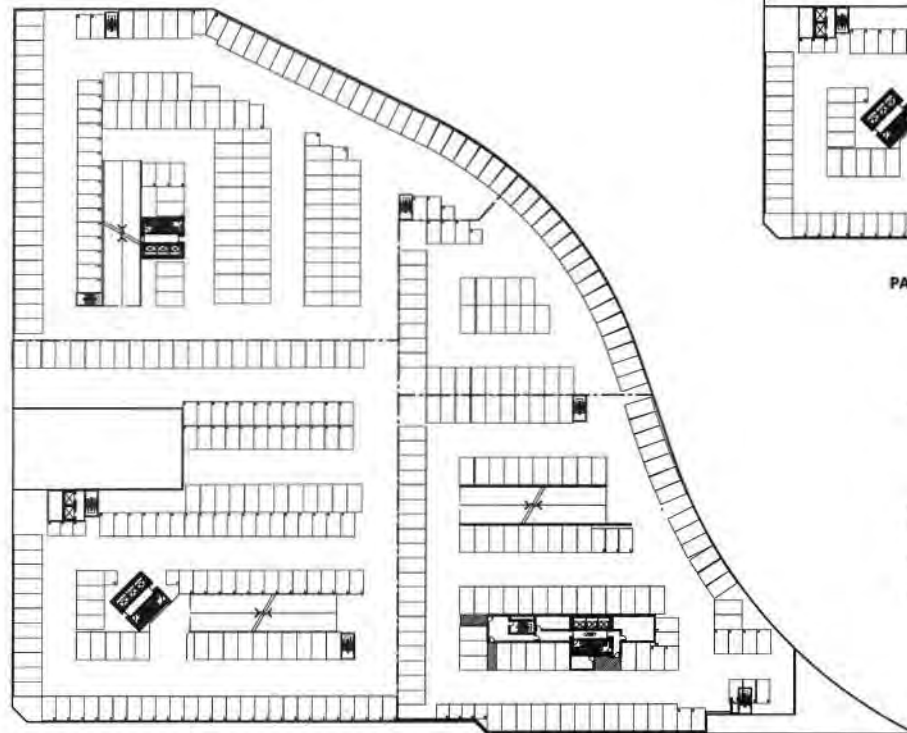
Copyright Reserved. This plan and design are, and all its contents, the exclusive property of D.A. Architects + Planners, and cannot be used or reproduced without the architect's written consent.

## SITE PLAN

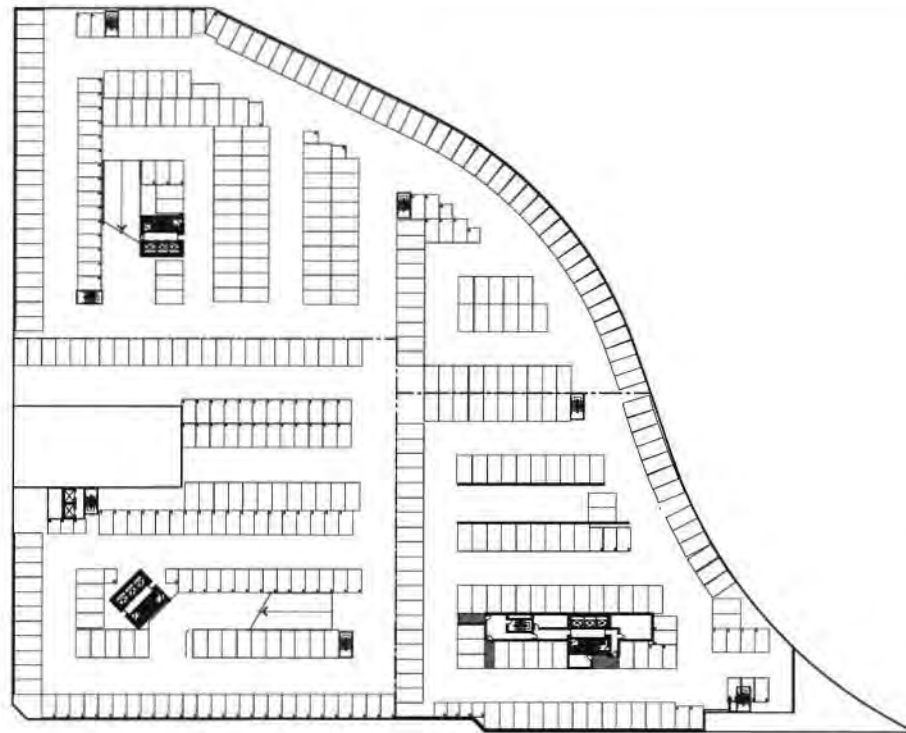
Job No.	1208-000	Sheet No.	
Scale	1:500		
Drawn	JN		
Checked	AJ		
Approved	ME		
Date	2012.05.08	Revision	1

RZ-2

**LEVEL - P2 FLOOR PLAN**  
467 PARKING SPACE



**LEVEL - P1 FLOOR PLAN**  
460 PARKING SPACE



**PARKING SPACE CALCULATION**

<b>Residential Unit:</b>			
Market Housing Unit:	720		
Rental Housing Unit:	70		
<b>Total:</b>	<b>790</b>		
<b>Total Residential Parking Space Required :</b>			
Parking Space for Market Housing:	792	(1.1 Parking Space Per Unit)	
Parking Space Rental Housing Unit:	52		
Residential Visitor Parking Space:	72	(0.1 Parking Space Per Unit)	
<b>Total Residential Parking Space:</b>	<b>916</b>		
<b>Total Commercial Area:</b>			
<b>Total Commercial Parking Space Required :</b>	<b>22</b>	(1 Parking Space Per 45m <sup>2</sup> )	
<b>Total Parking Space Required:</b>	<b>938</b>		
<b>Total Parking Space Provided:</b>			
Residential:	916	Standard Space:	666 71%
Commercial:	22	Small Car Space:	240 26%
		Disabled Space:	10 1%
		Micro Car Space:	22 2%
<b>Total:</b>	<b>938</b>	<b>Total:</b>	<b>938 100%</b>
<b>P1 Level:</b>			
P2 Level:	469		
Surface Parking :	9		
<b>Total:</b>	<b>938</b>		

**KEY PLAN**



2	REVISED SITE PLAN	2012	09-22
1	REVISED PLAN	2012	05-15
No.	Drawings	Date	Dr.
Revision (Sheet 1)			

**Seylunn**  
SEALYNN VILLAGE

**DA**  
DA Architects + Planners  
100 - 1000 - 1000 - 1000 - 1000  
British Columbia, Canada V6B 5P9  
1 604 685 6312  
1 King St. East  
www.da-architects.ca

SEYLYNN VILLAGE

Copyright Reserved. This plan and design are, and all of them, are the intellectual property of DA Architects + Planners, and cannot be used or reproduced without the Architect's written consent.

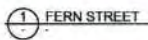
Sheet 1/10

**PARKING PLAN**

Job No.	1200-000	Sheet No.	
Scale	1:500		
Drawn	JN		
Checked	AL		
Approved	ME		
Date	2012 05-08	Revision	0

**RZ-4**



[illegible]

**SeyLynn**   
North Shore Properties Corp.

**DA**  
DA Architects + Planners  
300 - 1014 Homer Street, Vancouver  
British Columbia, Canada V5B 2W9  
7604 685 6312  
F 604 685 0918  
www.de-architects.ca

SEYLYNN VILLAGE

Copyright Reserved. This plan and design are, and at all times remain, the exclusive property of JJA Architects + Planners, and cannot be used or reproduced without the Architect's written consent.

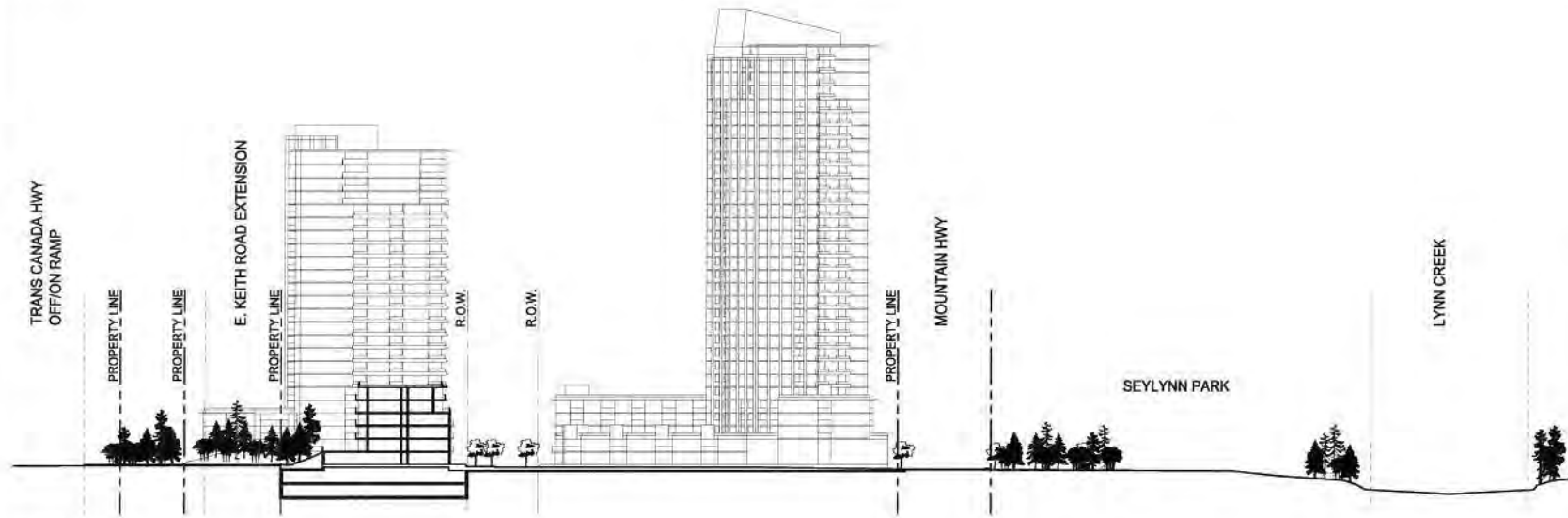
Word Title

### ELEVATIONS

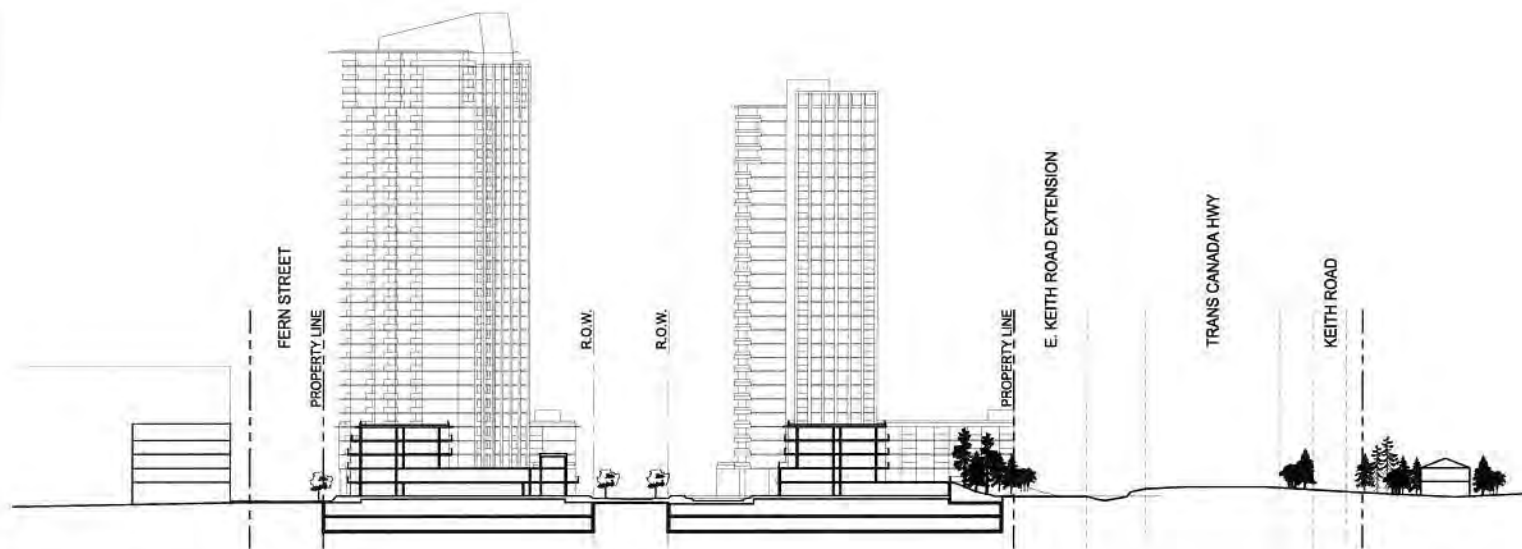
Job No. 1206-000	Sheet No.
Scale: 1:500	RZ-9
Drawn: MC	
Checked: AJ	
Approved: ME	
Date: 2012.05.08	Revision: 1



# KEY PLAN



1 SECTION A



2 SECTION B

1	REVISED PLAN	2012	05-18
No.	Description	Date	Dr.
Revisions (Start Up)			

**Seylunn**  
A Project Development Corp.

**DA**  
DA Architects + Planners  
200 - 1014 Homer Street, Vancouver  
British Columbia, Canada V6B 2Y9  
1 604 685 6312  
P 604 685 0988  
www.da-architects.ca

SEYLYNN VILLAGE

Copyright Reserved. This plan and design are, and all of their content, the exclusive property of DA Architects + Planners, and cannot be used or reproduced without the Architect's written consent.

Sheet Title

## SECTIONS

Job No.	1226-001	Sheet No.	
Scale	1:500		
Drawn	MC		
Checked	AJ		
Approved	ME		
Date	2012.05.08	Revised	1

RZ-10





### KEY PLAN

[illegible]

SeyLynn  (North Shore) Properties Co.

DA

>> 303 - 1014 Homer Street, Vancouver  
British Columbia, Canada V6B 2W6

T 604 685 6312  
F 604 685 0988  
[www.da-architects.ca](http://www.da-architects.ca)

SEYLYNN VILLAGE

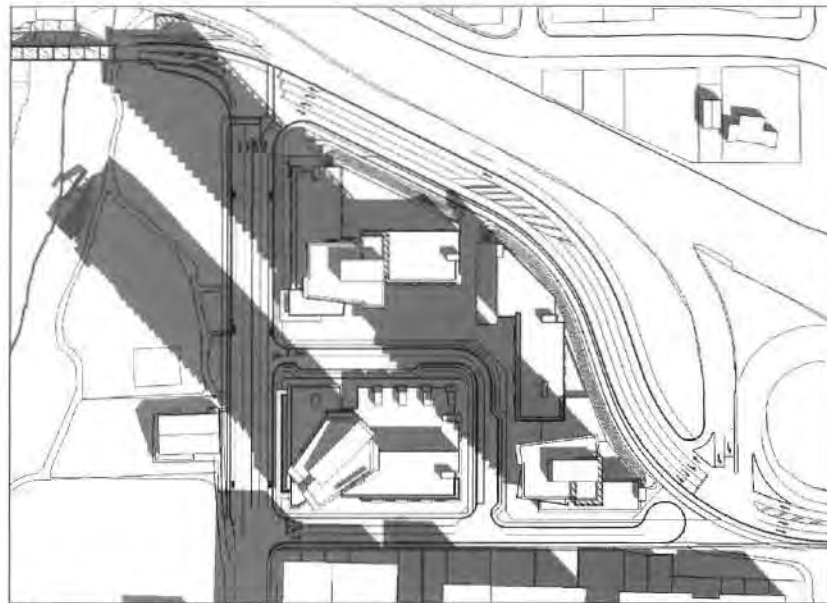
Copyright Reserved. This plan and design are, and all of them are, the exclusive property of JJA Architects + Planners, and cannot be copied or reproduced without the Architect's written consent.

Short Title

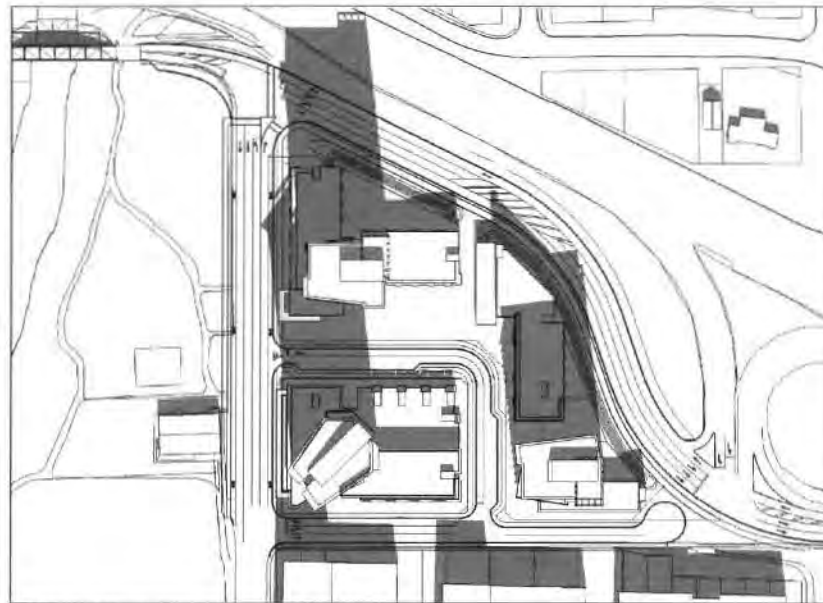
## AERIAL PERSPECTIVES

Job No. 1208-000	Sheet No.  <b>RZ-11</b>
Scale NTS	
Drawn MC	
Checked AJ	
Approved ME	
Date 2012.05.08	
	Revision 1

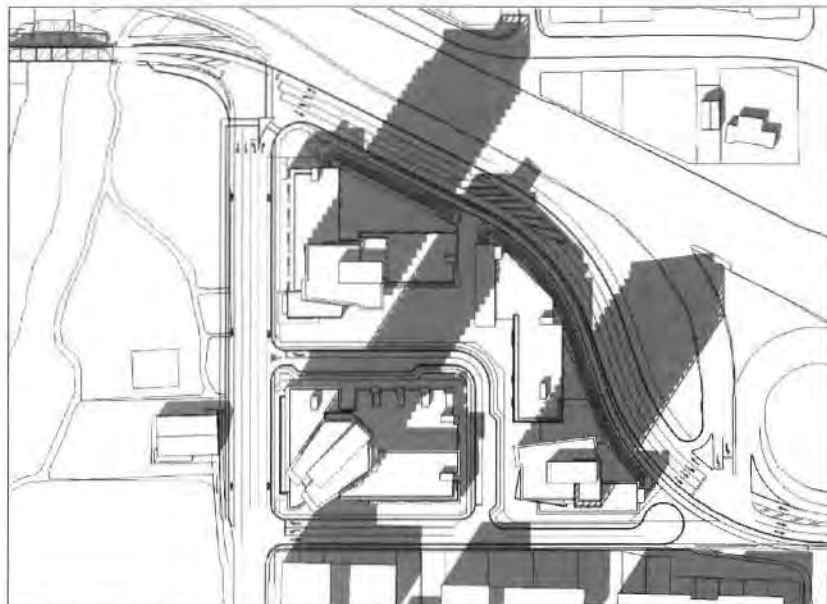




1 MARCH 23 AND SEPTEMBER 23 (EQUINOX): 10 AM



2 MARCH 23 AND SEPTEMBER 23 (EQUINOX): 12 NOON



3 MARCH 23 AND SEPTEMBER 23 (EQUINOX): 2 PM

# KEY PLAN



REVISED PLAN		2012-05-15
No.	Description	Date
1	Revised Plan	2012-05-15
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		

**Seylunn**  
Landscape Architecture

**DA**  
DA Architects + Planners  
200 - 1014 Hornet Street, Vancouver  
British Columbia, Canada V6B 5B9  
T 604 685 6312  
F 604 685 0988  
www.darchitects.ca

SEYLYNN VILLAGE

Copyright Reserved: This plan and design are, and all items herein are the sole property of DA Architects + Planners, and cannot be used or reproduced without the Architects written consent.

Sheet No.

## SHADOW IMPACT ANALYSIS

Job No.	1200-000	Sheet No.	
Date	1-10-00		
Client	MC		
Checked	AJ		
Approved	ME		
Date	2010-05-09	Revision	1

RZ-13







THIS PAGE LEFT BLANK INTENTIONALLY

## PUBLIC HEARING

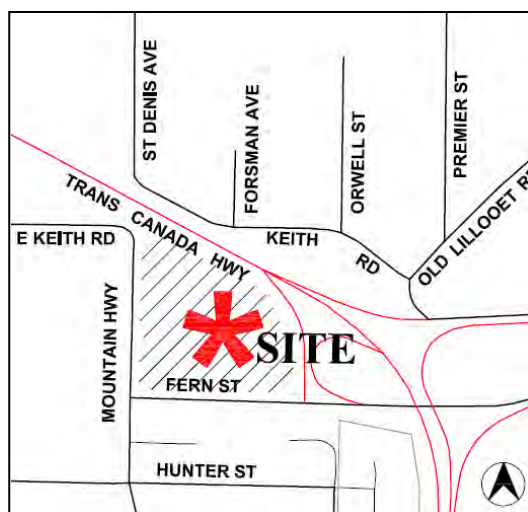
### Seylynn Village

**What:** Public Hearing on proposed Zoning Amendment Bylaw 7955 and Phased Development Agreement (Seylynn Village) Bylaw 7957, 2012

**When:** 7:00 pm, Tuesday, November 6, 2012

**Where:** Council Chamber of District Hall, 355 West Queens Road

#### Site Map



**What is it?** The proposed bylaws amend the existing high density, mixed use zoning for “Seylynn Village”, the property north of Fern Street and east of Mountain Highway.

**What changes?** The “Seylynn Village” property was rezoned in 2009. Changes in the proposed development format and road network necessitate updates to the zoning bylaw and legal framework for the project to recognize the change in site layout, land use mix, and building forms. Associated with the rezoning proposal are bylaws related to a housing agreement, phased development agreement and waiver of the Development Cost Charge Bylaw for the proposed affordable rental building.

**When can I speak?** Please join us on November 6 when Council will be receiving input from the public on this proposal. You can speak in person by signing up at the Hearing or provide a written submission to the Municipal Clerk at the address above or at [input@dnv.org](mailto:input@dnv.org) before the conclusion of the Hearing.

**Need more info?** The bylaw, Council resolution, staff report, and all other relevant background material are available for review by the public at the Municipal Clerk’s Office or online at [www.dnv.org/public\\_hearing](http://www.dnv.org/public_hearing). Office hours are Monday to Friday 8:00 am to 4:30 pm.

**Who can I speak to?** Michael Hartford, Community Planner, at 604-990-2387 or [mhartford@dnv.org](mailto:mhartford@dnv.org)

THIS PAGE LEFT BLANK INTENTIONALLY