

# AGENDA

## *PUBLIC HEARING*

**Tuesday, July 9, 2013  
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



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## **PUBLIC HEARING**

**7:00 p.m.**

**Tuesday, July 9, 2013**

**Council Chambers, District of North Vancouver,  
355 West Queens Road, North Vancouver**

**Continued from the June 18, 2013 Public Hearing**

**1. OPENING BY THE MAYOR**

**2. INTRODUCTION OF BYLAW BY CLERK**

**Bylaw 7983: The District of North Vancouver Rezoning Bylaw 1290**

*Purpose of Bylaw:*

The proposed project requires rezoning two single family properties to permit a sixteen unit townhouse project at 3508-3520 Mount Seymour Parkway.

**3. PRESENTATION BY STAFF**

Presentation: Mr. Steven Petersson, Development Planner

**4. PRESENTATION BY APPLICANT**

Presentation: Mr. Robert Ciccozzi, Robert Ciccozzi Architecture Inc.

**5. REPRESENTATIONS FROM THE PUBLIC**

**6. QUESTIONS FROM COUNCIL**

**7. COUNCIL RESOLUTION**

*Recommendation:*

THAT the June 18, 2013 Public Hearing be closed;

AND THAT Bylaw 7983 "The District of North Vancouver Rezoning Bylaw 1290",  
be returned to Council for further consideration.

**8. CLOSING**

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

## **Bylaw 7983**

A bylaw to amend The District of North Vancouver Zoning Bylaw 3210, 1965 to rezone residential properties at Lots D and E of Lot 1, Blocks 5 to 7, District Lot 622, Plan 3267, PIDS: 005-095-557 and 013-018-388 (3508-3520 Mt Seymour Parkway)

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

### **1. Citation**

This bylaw may be cited as “The District of North Vancouver Rezoning Bylaw 1290 (Bylaw 7983)”.

### **2. Amendments**

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

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

“Comprehensive Development Zone 71                      CD71

(B) Part 4B by inserting the following:

**“4B452 Comprehensive Development Zone 71                      CD71**

#### **4B453 Intent**

The purpose of the CD71 Zone is to establish specific land use and development regulations for a ground-oriented townhouse project consisting of not more than 16 dwelling units on Mount Seymour Parkway.

#### **4B454 Uses**

The following *principal uses* shall be permitted in the Comprehensive Development 71 Zone:

#### **(a) Uses Permitted without Conditions:**

Ground-oriented multiple-family residential use

#### **(b) Conditional Uses**

Not applicable

#### **4B455 Conditions of Use:**

Not applicable.

#### **4B456 Accessory Use:**

- (a) **Accessory Uses** are permitted in a building provided that, in combination, they occupy less than 25% of the floor area of each unit.
- (b) **Home occupations** are permitted in residential *dwelling units* in this zone.

#### **4B457 Density:**

- (a) The maximum permitted density in the CD-71 zone is limited to a floor space ratio (FSR) of 0.45 FSR;
- (b) For the purposes of calculating floor space ratio underground parking garage and underground storage areas are exempted;

#### **4B458 Amenities:**

Despite subsection 4B457, density in the CD-71 Zone is increased to a maximum floor space ratio of 1.22, inclusive of any energy performance density (FSR) bonus, and a total of 16 units if \$62,300 is contributed to the municipality to be used for the provision or maintenance of the following amenities (with allocation to be determined by the municipality in its sole discretion): public art; community facilities or facility improvements; child, youth and seniors services or amenities; park, trail, cycling or environment improvements; or other Seymour amenities as determined by the District.

#### **4B459 Maximum Principal Building Size**

Not applicable.

#### **4B460 Setbacks**

Buildings and structures shall be set back from property lines in accordance with the following regulations:

<b>Setback</b>	<b>Buildings and Structures</b>
<b>Front</b>	Minimum: 4.5 m (15ft)
<b>Rear on a lane</b>	Minimum: 2.4 m (8ft)
<b>West Side (Parkgate Avenue)</b>	Minimum: 3 m (10ft)
<b>East Side (Adjacent residential lot)</b>	Minimum: 4 m (13ft)

#### **4B461 Building Orientation**

Not applicable.

#### **4B462 Building Depth and Width**

Not applicable.

#### **4B463 Coverage**

- a) Building Coverage shall not exceed 50%.
- b) Site Coverage shall not exceed 85%.

#### **4B464 Height**

- a) The maximum building height of the east building, as identified in Schedule A, is 12.8 meters (42 feet).
- b) The maximum building height of the west building, as identified in Schedule A, is 11m (36 feet).

#### **4B465 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:

Portion of Dwelling Unit	Noise Level (Decibels)
Bedrooms	35
Living and dining rooms	40
Kitchen, bathrooms, hallways	45

#### **4B466 Landscaping**

- a) All land areas not occupied by buildings, structures, parking spaces, loading spaces, driveways, manoeuvring aisles and sidewalks shall be landscaped or finished in accordance with an approved landscape plan; and
- b) All electrical kiosks and garbage and recycling container pads not located underground or within a building shall be screened with landscaping.

#### **4B467 Subdivision Requirements**

Not applicable.

#### **4B468 Additional Accessory Structure Regulations**

Not applicable.

**4B469 Parking and Loading Regulations**

a) Parking spaces shall be provided in accordance with Part 10 of this Bylaw.”

(C) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule B) by rezoning the land from Residential Single Family Residential One Acre Zone (RS1) to Comprehensive Development 71 (CD71).

**READ** a first time this the 29<sup>th</sup> day of April, 2013

**PUBLIC HEARING** held the

**READ** a second time the

**READ** a third time the

**ADOPTED** this the

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Mayor

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Municipal Clerk

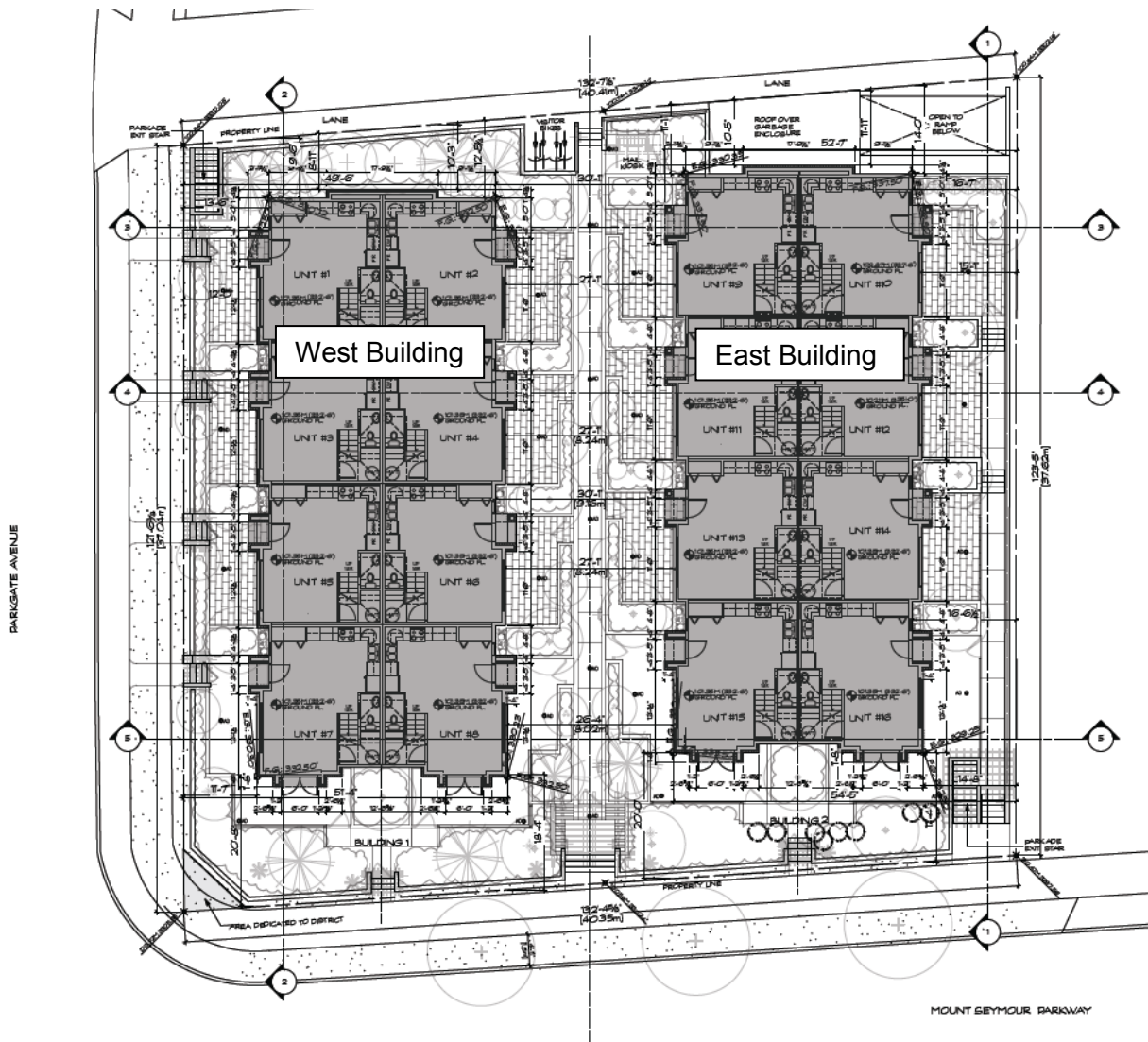
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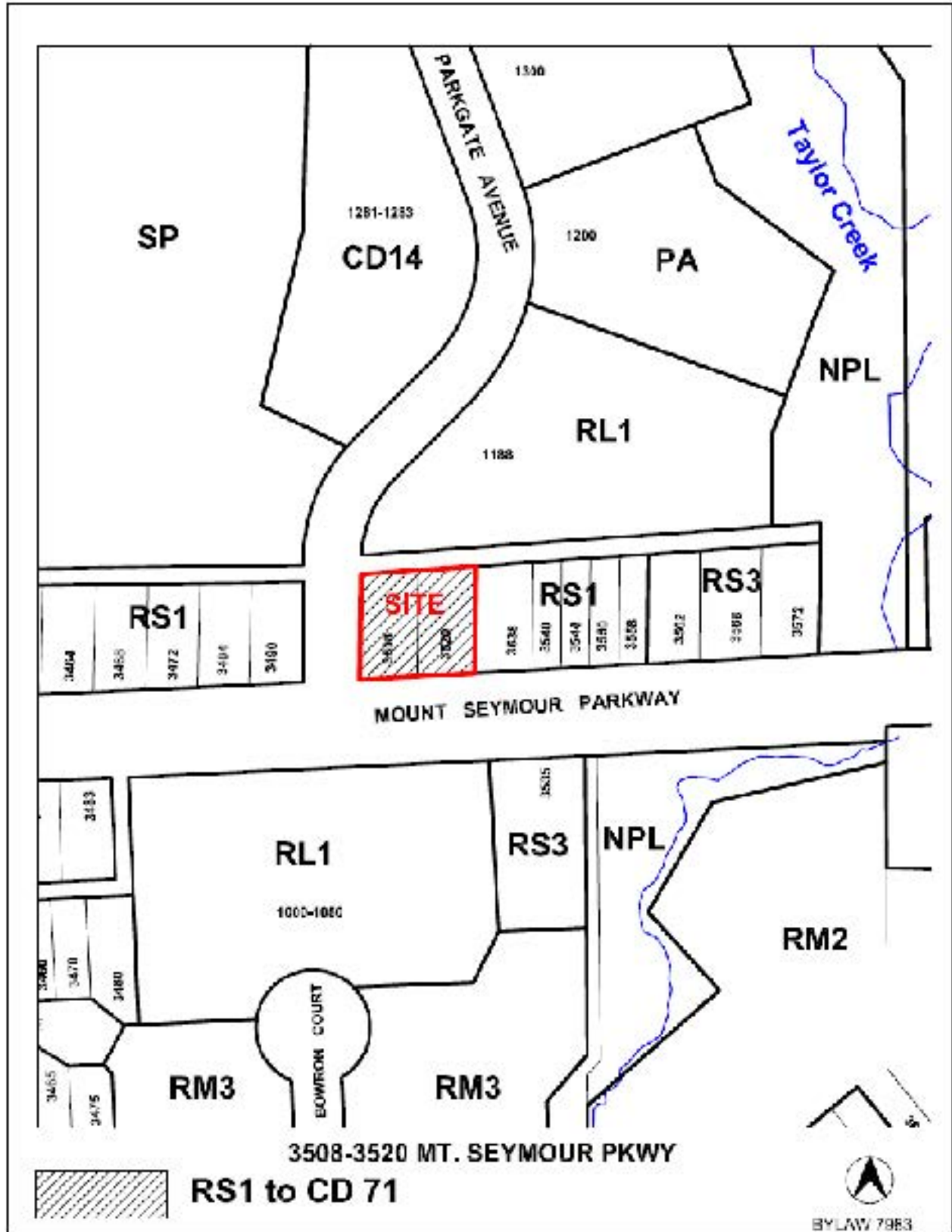
Municipal Clerk



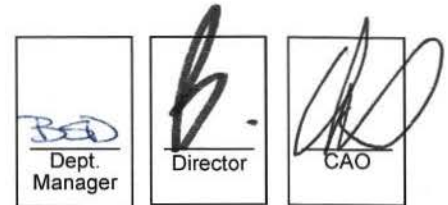
Bylaw 7983 Schedule A: Building Height



Bylaw 7983 Schedule B: Comprehensive Development 71 Zone Map



COUNCIL AGENDA/INFORMATION			
<input type="checkbox"/> In Camera	Date: _____	Item # _____	
<input checked="" type="checkbox"/> Regular	Date: <u>APRIL 29, 2013</u>	Item # _____	
<input type="checkbox"/> Agenda Addendum	Date: _____	Item# _____	
<input type="checkbox"/> Info Package			
<input type="checkbox"/> Council Workshop	DM# _____	Date: _____	Mailbox: _____



## The District of North Vancouver REPORT TO COUNCIL

April 17, 2013  
File: 3060-20/076.12  
Tracking Number: RCA -

**AUTHOR:** Steven Petersson, Development Planner

**SUBJECT:** **BYLAW 7983 (REZONING BYLAW 1290) &  
BYLAW 7993 (HOUSING AGREEMENT BYLAW):  
3508-3520 MOUNT SEYMOUR PARKWAY REZONING**

**RECOMMENDATION:**  
It is recommended that

1. Bylaw 7983, which amends the Zoning Bylaw to rezone the properties at 3508-3520 Mount Seymour Parkway from Residential Single Family One Acre (RS1) to Comprehensive Development 71 (CD71) to permit a townhouse project, be given First Reading;
2. Bylaw 7983 be referred to a Public Hearing;
3. Bylaw 7993, which authorizes a Housing Agreement to prevent future rental restrictions, be given First Reading.

### REASON FOR REPORT:

The proposed townhouse project requires Council's consideration of Bylaw 7983 to rezone the subject properties. Bylaw 7993 is to implement the District's Strata Rental Protection Policy for the proposed project.





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**SUMMARY:**

Diebolt Parkgate Development LP seeks rezoning of two single family properties and issuance of a development permit to allow a 16 unit townhouse project at 3508-3520 Mount Seymour Parkway. The proposal complies with the OCP designation and is recommended for introduction and referral to Public Hearing.

**EXISTING POLICY:**

Official Community Plan

The site is designated Residential Level 4: Transition Multi Family in the Official Community Plan. This designation envisions a mix of townhouse and apartment developments in close proximity to centres and corridors with a density of up to approximately 1.2 FSR. For reference, the properties are designated Multi Family Residential in the Seymour Local Plan reference policy document and this designation on the north side of Mount Seymour Parkway envisions a predominantly townhouse form at densities up to 1.2 FSR. The proposal is in keeping with the OCP policy for the site.

Zoning

The site is currently zoned Residential Single Family One Acre (RS1). For the proposal to proceed, the site must be rezoned to permit ground-oriented multi-family housing and Bylaw 7983 (Attachment A) creates a new Comprehensive Development Zone 71 (CD71) for this purpose.

Strata Rental Protection Policy

Corporate Policy 8-3300-2 ("Strata Rental Protection Policy") applies to this project because the rezoning application would permit development of more than five units. The policy requires a Housing Agreement to ensure that strata bylaws will not prevent owners from renting out their units.

Development Permit Areas

The subject properties are designated as Development Permit Areas for Form and Character of multifamily development, for protection from Wildfire Hazard (east lot only) and for Energy and Water Conservation and Greenhouse Gas Emission Reduction.

**ANALYSIS:**

**Site and Surrounding Area:**

The development site is currently two developed single family lots on the north-east corner of Mount Seymour Parkway and Parkgate Avenue.



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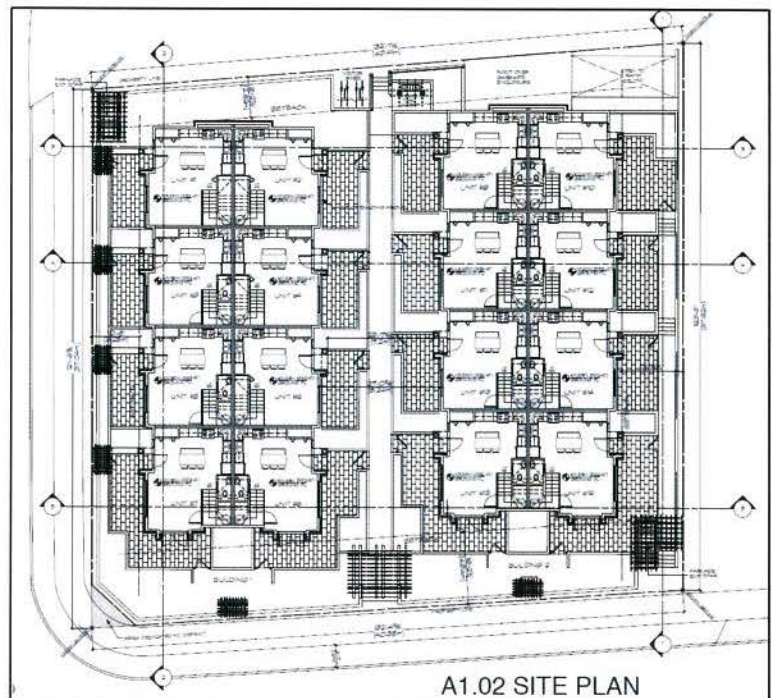
Surrounding development consists of single family houses to the east and west (these houses have the same transitional multifamily designation in the OCP); multi-family apartments across Mount Seymour Parkway to the south, and multi-family apartments across the lane to the north (The Atrium).

**Project Description:**

The proposed development consists of 16, three storey townhouse units arranged in two buildings separated by a linear courtyard. The units are all three bedroom units, approximately 1,211sq.ft. in size. Roof decks are provided for each of the units. The building ranges in height from approximately 35 feet to 40 feet in height (including roof deck railings).

The buildings are on top of 33 underground parking stalls, including 4 designated visitor spaces, in compliance with the zoning bylaw's multi-family parking requirements. Access to the underground parking is provided via the lane allowance north of the property which is currently unopened. Pedestrian access to underground parking is by two staircases on opposite corners of the site. Attachment B includes images of the building and landscaping.

The renderings on the next page illustrate the proposal as viewed from Parkgate Avenue and Mount Seymour Parkway.





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**Parkgate Ave at Mt Seymour Parkway Rendering**



**Mount Seymour Parkway Rendering**

### **Bylaw 7983**

To implement this project, Bylaw 7983 (Attachment A) creates a new Comprehensive Development Zone 71 (CD71). This new zone:

- establishes ground-oriented multiple family residential use as the permitted, use;
- limits the number of units to 16;
- establishes a base FSR of 0.45 and a CAC amenity density FSR of 1.22, inclusive of all energy performance density bonus, subject to the payment of CACs;
- establishes a maximum building height of 12.8m (42 feet) for the east building, and 11m (36 feet) for the west building;
- sets building and site coverage of 50% and 85%, respectively;
- establishes acoustic regulations; and
- establishes building setbacks.

The bylaw requires parking in accordance with Part 10 of the zoning bylaw.

### **Access & Sensitive Lane Design**

Development of the lane needs to be handled sensitively to address the concerns of the Atrium. The District and the applicant will consult with Atrium residents to design a lane that meets the needs of neighbours and future residents of the development. Recent discussions with Atrium residents indicate that key concerns include protection of their privacy (and the treed buffer near their south property line) and traffic safety.

The applicant and the District are exploring lane design options that protect the privacy of neighbours, that may include:

- reducing the lane pavement width
- allowing for a meandering lane design, with potential space for landscape pockets and passing lane pull-outs
- fencing along the south Atrium property line, adjacent to the lane
- replacement of trees lost on Atrium property at a 2:1 ratio (trees at risk of loss have roots that cross the Atrium's property line into the lane).

The applicant and the District are also exploring traffic safety options at the intersection of the lane and Parkgate Avenue. Two options under consideration include:

- installation of a corner bulge on the south-east corner of Parkgate Avenue and the lane. This will allow cars exiting the lane in a west-bound to south-bound movement to see further into the intersection before entering traffic.
- Removing or restricting on-street parking on the east side of Parkgate Avenue and south of the lane to improve sight-lines.



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### **Acoustic Regulations**

The CD71 zoning bylaw includes the District's residential acoustic regulations for maximum noise levels in bedrooms, living areas and other areas of the residential units and the application will be required to meet these levels. The applicant has submitted an acoustical engineer's letter which indicates that the project can meet the CD71 design noise level criteria.

### **Adaptable Design**

While the building form on 3 fairly compact levels does not lend itself to fully accessible design for wheelchair access, the applicant proposes to meet most of the adaptable design features of the District's Adaptable Design Guidelines for Townhouse Buildings, (Level 1A) and has included some points from SAFERHome Standard Society. Measures include an open main floor, level entries and interior thresholds, solid backings and adaptable features in second floor bathrooms, and exterior features such as canopies over doors, placement of doorbells and large, easy to read address numbers. These measures are intended to improve visitor's experiences and adaptability of units if needs change over time.

### **Community Amenity Contributions (CACs)**

As the subject property requires rezoning it will be contributing \$5 per square foot for increased residential floor area in accordance with the District's Community Amenity Policy. This CAC contribution amounts to \$62,300 and the CD71 zoning bylaw specifies the amount in order to achieve maximum density in the zone. Approximately half of the CAC is anticipated to be used for public art at the site and the balance can be used for the list of amenity projects found in the CD zone.

### **Public Art**

The applicant has submitted a letter of intent indicating their commitment to provide public art for this project. Based on 1% of the estimated cost of construction, the public art budget is estimated to be \$30,000.

While a Public Art Plan has not been developed, the applicant suggests that the Mount Seymour Parkway frontage presents the best exposure and highest community benefit for a public art location. The applicant will work with the Public Art Coordinator and North Vancouver Public Art Advisory Committee to establish a plan which will be required prior to consideration of a development permit.

### **Development Permit Area Guidelines**

The site is within development permit areas for the following: form and character of multifamily development; energy and water conservation and greenhouse gas emission reductions; and the east lot is within the wildfire hazard interface area. The applicant has been working with the District's applicable DP guidelines, a preliminary wildfire assessment



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shows that the risk of wildfire associated with this proposal is low and the buildings will be constructed to Built Green™ “Gold” equivalency. A detailed DP report will be forwarded in future should the zoning process advance.

**Bylaw 7993: Housing Agreement Bylaw**

Bylaw 7993 implements the District’s Strata Rental Protection Policy, which prevents owners of new condominium units from restricting unit rentals by strata corporation bylaw. The bylaw authorizes a Housing Agreement substantially in the form appended to the bylaw.

**CONCURRENCE:**

Staff:

The project has been reviewed by staff from Building, Parks, Engineering, Policy Planning, Urban Design Planning, Fire and Transportation Planning. Transportation Planning supports providing vehicle access to the project via the undeveloped lane north of the subject site as direct driveway access off Mount Seymour Parkway or Parkgate Avenue is not supported. The Seymour Local Plan reference policy document similarly supports access off the lanes to developments on the north side of Mount Seymour Parkway. If approved, the applicant will upgrade the operation of traffic signals at the intersection of Mount Seymour Parkway and Parkgate Avenue to improve the eastbound to northbound movement from Mount Seymour Parkway to Parkgate Avenue.

Advisory Design Panel:

The proposal was presented to the Advisory Design Panel at the January 17, 2013 meeting at which time the Panel passed the following motion:

**THAT** the ADP has reviewed the proposal and recommends **APPROVAL** of the project **SUBJECT** to addressing the following items to the satisfaction of staff:

- Further exploration of roof articulation in the project;
- A review of proposed roof deck spaces to ensure privacy and livability;
- A review of onsite walkways to ensure practical access;
- Ensuring pedestrian access to underground parking is safe, secure and well lit;
- Consideration of a different colour for proposed cornice element and for materials in interior courtyard;
- Exploring options for reflecting the Parkgate Avenue entrance character on the south elevation of the project.

The applicant has made several changes to the project to respond to the ADP’s comments most importantly by creating more distinct and defined “arched” unit door entrances to the Mount Seymour Parkway frontage in a character similar to the Parkgate Avenue elevation. They have also added privacy screens between roof decks, created more variation in roof



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heights, added stairwell lighting and secure doors to the parking garage and updated the colour scheme.

Public Input:

In accordance with Council's Policy, the applicant held a facilitated Public Information Meeting on January 9, 2013. The meeting was attended by 37 people and the facilitator's summary is attached (Attachment C). Following the meeting written input was received from 10 residents 4 in opposition and 5 in support (with one providing comments).

Support for the project includes the architectural design, the provision of family housing, more families to support schools, removing driveways from Mount Seymour Parkway, support for housing of this price point, support for improving the buildings in the area and a desire to see traffic slow on the Parkway as a result of development. Concerns include parking, traffic and safety in the broader Parkgate area, tree removal to allow lane construction, and the pace and total amount of development envisioned in the Seymour area (through the reference policy document and OCP). Some of the written opposition was about opening a lane from Parkgate Ave west to Gaspé PI which is not considered in this development proposal. One response indicated neither support nor opposition but provided comments on the geometry and use of the lane which is associated with this proposal.

In response to community concerns the applicant will include tree replacement for any trees removed from the unopened lane or The Atrium property which require removal to construct the lane access. Staff note that lane extension from Parkgate Ave west to Gaspé PI is not part of this proposal. Vehicle access from Parkgate Ave or Mount Seymour Parkway has been re-examined by Engineering and these alternative access options are not supported due to traffic and safety concerns.

Seymour Community Association and Plan Monitoring Association Meetings

On October 9, 2012, the applicant presented the proposal to the Seymour Community Association and the Associations comments are included as Attachment D. The Community Association expresses the concerns of the Atrium residents regarding lane opening associated with the proposal at the east end of the block. With regards to this application at the west end of the lane, they note that this is a short section of lane and ask for the District to explore vehicle access through the Atrium property itself for the eastern end of the block.

On December 18, 2012, the applicant met with the Seymour Local Plan Monitoring Committee who expressed concern regarding the phasing of the project however noted that it was not in conflict with the land use designation in the Seymour Local Plan reference policy document. The Plan Monitoring Committee also expressed concern about opening the lane north of the property for access to this site and also for the proposal at the east end of the block.

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Atrium Residents Meeting

On December 12, 2012, the applicant and the project arborist met with residents of The Atrium and several members of staff to present the arborist's recommendations which focused on vegetation removal to enable opening of the lane and impacts on vegetation on the Atrium's south property line. The arborist report noted that up to 5 trees (three red alders, one hemlock and one sitka spruce) on the southern property line of the Atrium property will require removal to construct the lane. In addition 4 trees will be required to be removed from the unopened lane allowance to construct this portion of the lane.

The arborist recommended a 2:1 tree replacement ratio and the planting of different species at varied heights that would grow in quickly to replace the removed trees. Staff will work with the developer and Atrium owners to develop an appropriate replanting plan to achieve the objective of screening and tree replacement.

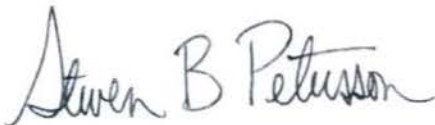
**Conclusion:**

This rezoning proposal for sixteen townhouses is in conformity with the Official Community Plan and applicable development permit guidelines. Bylaw 7983 is ready for Council consideration.

**Options:**

The following options are available for Council's consideration:

1. Introduce Bylaws 7983 and 7993 and refer the Bylaw 7983 to a Public Hearing (staff recommendation); or
2. Defeat Bylaws 7983 and 7993 at First Reading.



Steven Petersson  
Development Planner

**Attachments:**

- A – Bylaw 7983
- B – Project Drawings
- C – Facilitator's Summary
- D – Seymour Community Association Letter December 11, 2102
- E – Bylaw 7993

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



# The Corporation of the District of North Vancouver

## Bylaw 7983

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**READ** a first time this the

**PUBLIC HEARING** held the

**READ** a second time the

**READ** a third time the

**ADOPTED** this the

\_\_\_\_\_  
Mayor

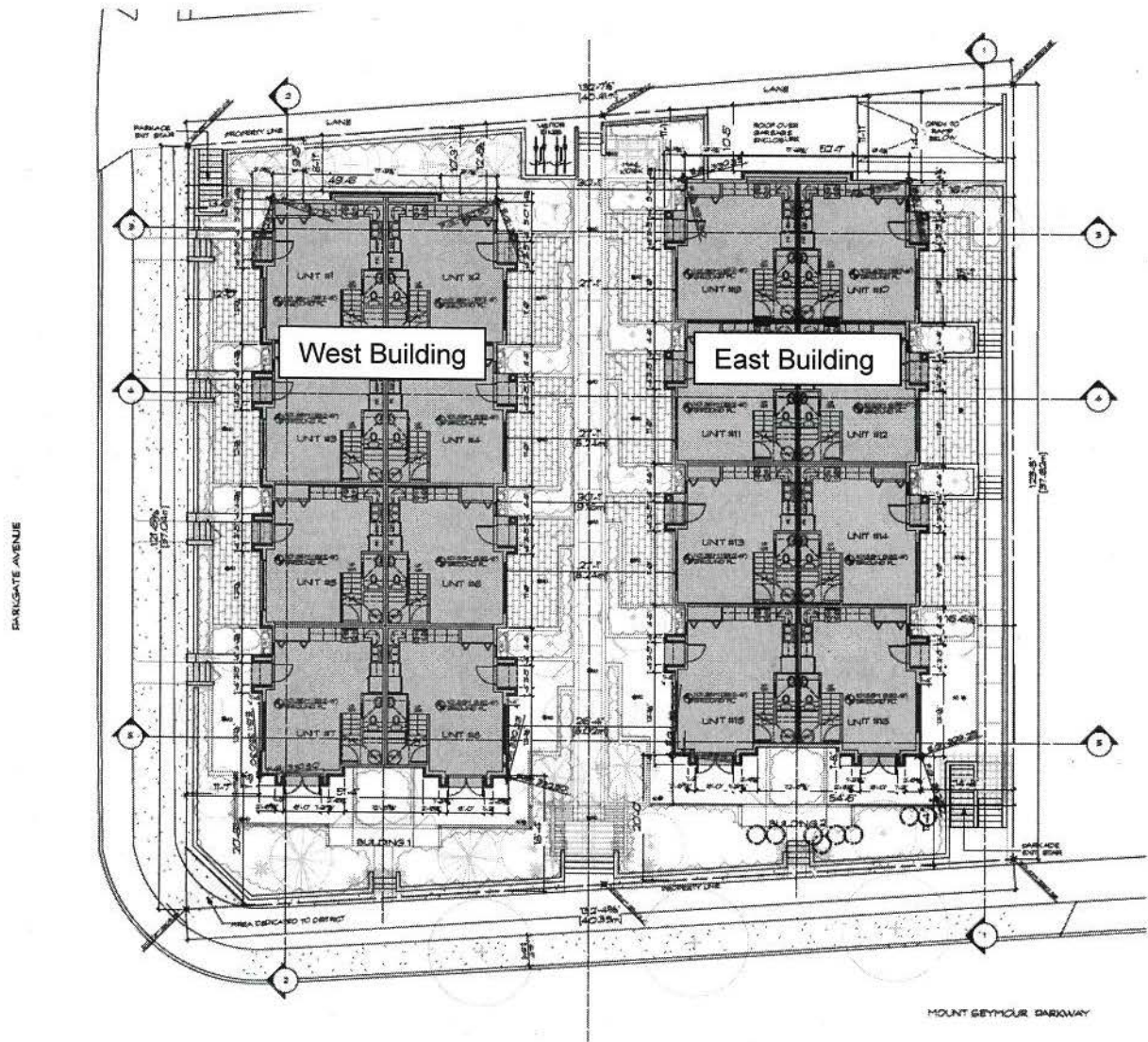
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Municipal Clerk

Certified a true copy

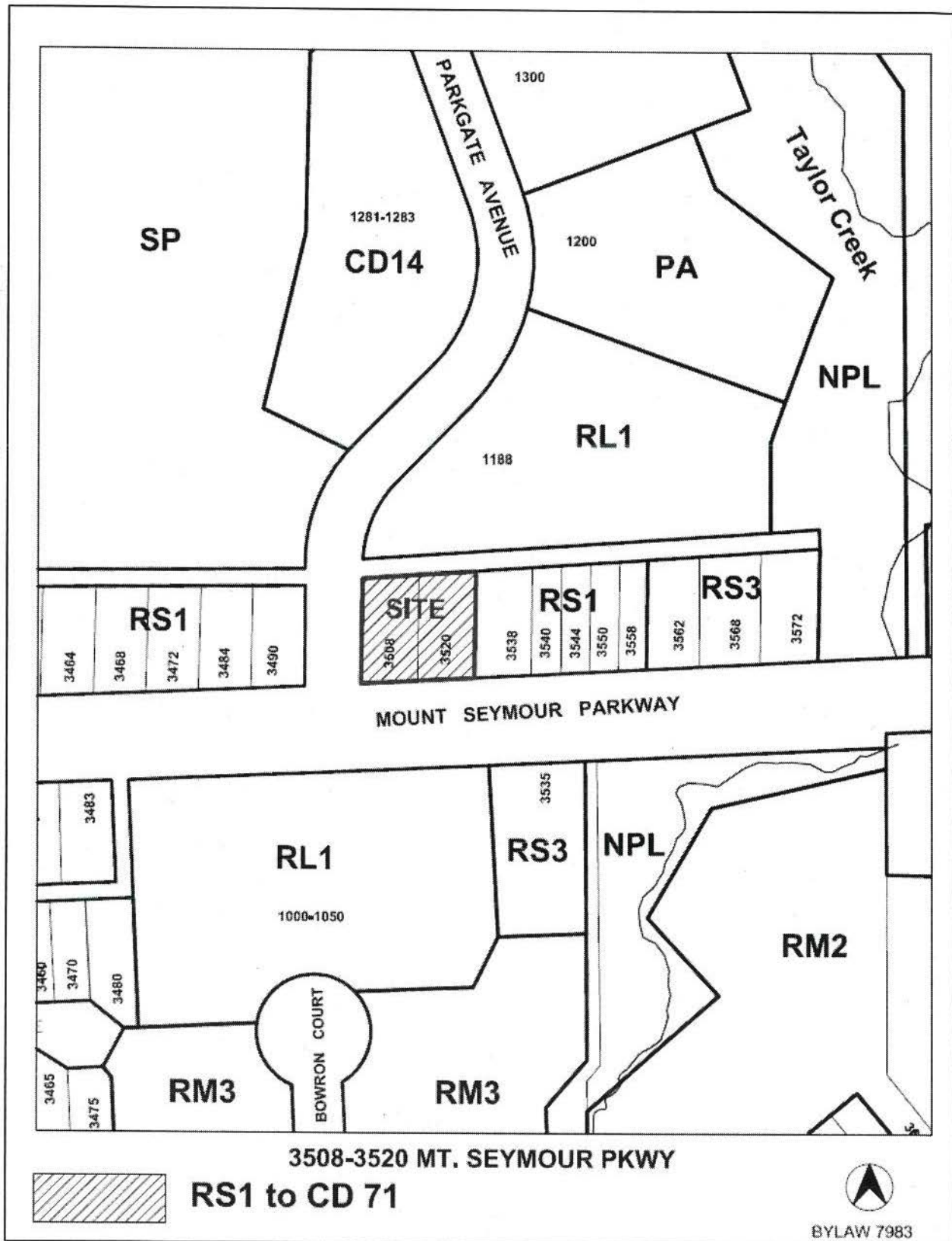
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Municipal Clerk



## Bylaw 7983 Schedule A: Building Height



Bylaw 7983 Schedule B: Comprehensive Development 71 Zone Map







1 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 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 
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REVISION:		
NO.	DATE	DESCRIPTION

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result:	
date:	specimen:
ETOS:	vegetable oil



**Robert Ciccocioppa Architects Inc.**  
200 - 2339 Columbia Street  
Vancouver, B.C.  
Canada V5T 3Y3  
Tel: (604) 681-2339  
Fax: (604) 687-4641  
admin@rccocioppaarchitecture.com



MOUNT SEYMOUR PARKWAY

3508 \$ 3520

NAME	DATE	
GRADE	PERIOD	
PERSPECTIVE		

AG.01



REVISION	
NO.	DESCRIPTION

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29

3508 4 3520  
MOUNT SENECA RAILWAY  
DISTRICT OF  
NORTH VANCOUVER

QUESTION	ANSWER OR EXPLANATION
1001	2001

PERSPECTIVE

Page 1 of 1



PARKGATE AVENUE

Architectural drawings are prepared by the Architect and are not to be used for construction without the written consent of the Architect. The drawings are prepared for the purpose of obtaining a building permit and are not to be used for any other purpose without the written consent of the Architect. The drawings are prepared for the purpose of obtaining a building permit and are not to be used for any other purpose without the written consent of the Architect.

REVISIONS:	
NO.	DESCRIPTION

1	Initial Design
2	Final Design
3	Construction Documents

DATE	DESCRIPTION
10/12/18	Initial Design
11/12/18	Final Design
12/12/18	Construction Documents



**RBA**  
30  
Robert Decard Architects Inc.  
200 - 2038 Columbia Street  
Vancouver, B.C.  
Canada V5Y 3Y3  
Tel: (604) 687-4441  
admin@robertdecardarchitects.com

**3508 & 3520**  
MOUNT SEYMOUR RAILWAY  
DISTRICT OF  
NORTH VANCOUVER

DATE	DESCRIPTION
10/12/18	Initial Design
11/12/18	Final Design
12/12/18	Construction Documents

DATE	DESCRIPTION
10/12/18	Initial Design
11/12/18	Final Design
12/12/18	Construction Documents



LANEWAY



**ROCKANDEL&ASSOCIATES**

*Building Success Through Process Facilitation,  
Community Engagement & Partnership Planning*

**PUBLIC INFORMATION  
MEETING SUMMARY REPORT**

---

**To:** Steven Petersson, Community Planner, District of North Vancouver  
Dan Diebolt, Diebolt Management Ltd.

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

**Re:** 3508 and 3520 Mt Seymour Parkway Public Information Flip Chart Notes & Summary

**Date:** January 10, 2013

**Event Date:** Wednesday, January 9, 2013  
**Time:** 6:30 PM – 8:30 PM  
**Location:** Parkgate Community Centre – 2<sup>nd</sup> floor, 3625 Banff  
**Attendees:** Thirty-seven (37) citizens  
**Comment Forms:** Provided to Stephen Petersson, District of North Vancouver Planning

**Notification**Flyer Invitation

An invitation letter was hand delivered to homes within 75 metres of the site.

Site Signs

There was one (1) yellow site sign erected on the site during the week of, notifying the community of the meeting.

Newspaper Advertisement

Advertisements were placed in the North Shore News, on Friday, January 4, 2013 and Sunday, January 6, 2013.

**Attendees:** Thirty-three people signed in for the Public Information Meeting, an additional four (4) citizens did not want to sign in, for a total of thirty-seven (37) attendees. In addition the following project team members and District of North Vancouver staff and one Council member were in attendance.

**District of North Vancouver**

Doug Allen, Senior Development Planner  
Casey Peters, Planning Assistant  
Mike Little, Councillor  
Lisa Muri, Councillor

**Project Team**

Property Owner: Dan Diebolt  
Architect: Robert Ciccozzi, Robert Ciccozzi Architecture Inc.

**Facilitator**

Catherine Rockandel, Rockandel & Associates

3508 and 3520 Mt Seymour Parkway  
Public Information Meeting Summary

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

**Q1:** Where is the play area for kids in the development?

**A1:** Each unit has a private roof top deck that can serve as a secure outdoor play space for kids. Additionally there are public parks and trails within a block of the site.

**Q2:** Is the front entrance on Parkgate?

**A2:** Townhomes fronting Parkgate Avenue will have individual entries that address the street. A common pedestrian entrance and gateway trellis to the internal courtyard is off of Mt. Seymour Parkway.

**Q3:** What will happen to the big trees on the laneway, do they all have to be removed?

**A3:** All trees within the lane right of way will be removed in accordance with requirements from the District of North Vancouver. The applicant for the project at the east end of the 3500 block of Mt. Seymour Parkway is coordinating a tree replanting plan with the District Staff.

**Q4:** Where do the underground utilities cut in to the development?

**A4:** Underground services will likely connect from Mt. Seymour Parkway. Detailed site serving plans are yet to be approved.

**Q5:** How many units do you estimate will be along the laneway once all the development is complete? This includes your development, the one planned for the west end of the laneway and the eventual ones that would be built in the middle

**A5:** It is difficult to estimate what might be built by a future developer for the middle properties, but a similar townhouse form of development is likely.

**Q6:** How many cars does North Van engineering estimate are going to be going up and down the lane?

**A6:** District Engineering Staff has reviewed the long-term traffic loads for the lane and could provide a more accurate estimate.

**Q7:** Who owns the land north of the lane? Will you be developing here?

**A7:** These are the Atrium lands.

**Q8:** Will the fence along the Atrium be destroyed once construction begins?

**A8:** The intent is to preserve the fence where possible. In the event of damage during construction the fence will be replaced at the developer's expense.

**Q9:** Are the units going to be rental or sale?

**A9:** They are going to be for sale, but there will be no restrictions on renting out units.

**C10:** Does everyone in the room realize that the numbers of units in this area is above the number of units considered as part of the Seymour Local Area Plan?

**A10:** Planner Doug Allen commented that the Seymour Local Area Plan is not part of the Official Community Plan.

**Q11:** What is the construction timeline?

**A11:** Twelve months

**Q12:** Will parking on Parkgate be moved to not allow parking between the lane and the light?

**A12:** Planner Doug Allen said that District Engineering staff will review and make this



3508 and 3520 Mt Seymour Parkway  
Public Information Meeting Summary

determination.

**Q13:** When does phasing of the light, altering light cueing and monitoring occur?

A13: Improvements to the light intersection will occur prior during construction, prior to completion of the project.

**Q14:** Does 33 parking stalls include visitors parking

A14: Yes the 33 parking stalls include the 4 visitor parking stalls.

**C15:** We have this many parking stalls in our building and there is lots of parking because not everyone needs two stalls

**Q16:** Is the District of North Vancouver going to add more height to the Atrium?

A16: There are no plans to replace the Atrium and it would not be feasible to add more floors.

**Q17:** Are the residents able to access their units from the under ground parking or do they have to go outside?

A17: No. There are stairs at opposite corners of the property that provide access to the underground parking.

**Q18:** What are the set backs from Parkgate?

A18: Generally the buildings 20 feet from the property. The minimum setback is 16 feet.

**C19:** I like the look of this development, the architecture and the layout. It is close to everything and will allow people to walk, like a lot of people already do in the neighbourhood

**C20:** I don't think parking and traffic are going to be an issue. I think more traffic on Mt Seymour is a good thing. It will slow people down on the road.

**C21:** I also like this development, it will bring more young families into the neighbourhood, it has a nice aesthetic. It will improve the neighbourhood. (Whole room clapped)

**Q22:** What is the cost of these three bedroom units?

A22: They will be approximately in the mid \$500,000's

**C23:** That is a good price for a three-bedroom home. So many of our kids have had to move off the north shore. This would allow more of them to live here.

**C24:** I agree, I like this development, a lot of the houses on Parkway are looking 'dog eared' including mine and this will improve the look of the neighbourhood

**Q25:** What is the average footage of the units?

A25: Approximately 1200 square feet

**Q26:** Has there been any negativity from the District of North Vancouver about your development? Are they making it difficult to slow the project development?

A26: No, we have been working through the approval processes.

**Q27:** When are you going before Council?

A27: That is still to be confirmed, but targeting March 2013.

**Q28:** Will this be a strata?

A28: Yes

3508 and 3520 Mt Seymour Parkway  
Public Information Meeting Summary

**Q29:** Are you asking for any variances?

**A29:** The zoning will be a CD site-specific zoning in conformance with Official Community Plan.

**Q30:** What energy saving initiatives are you putting in?

**A30:** The project is Built Green Gold equivalent

**Q31:** Are you hoping to extend development to other properties in the area?

**A31:** As a small business owner my first priority is to see this project through, but that may be a possibility down the road.



# THE SEYMOUR COMMUNITY ASSOCIATION

3802 Brockton Crescent, North Vancouver, B.C. V7G 1R6  
604-929-7957(T) 604-929-1913 (F)

October 11, 2012

Via e-mail

Mr. Steven Petersson  
Planning Department  
District of North Vancouver  
355 West Queens Road  
North Vancouver, BC V7N 4N5

Dear Steven:

**Re: Re-zoning - North Side of 3500-block Mount Seymour Parkway**

Thank you for meeting with Bill Tracey and me on October 9th.

As you are aware, residents of this block and in the Atrium to the north are very concerned about the rezoning and development proposals at either end of the 3500-block of Mount Seymour Parkway, and the proposed opening of the laneway. A good number of them attended our last meeting on September 27<sup>th</sup> and asked for help in mitigating their concerns, which are loss of privacy, traffic and the attendant problems associated with construction. Please note that they are not against rezoning, their concerns are about design, and how redevelopments proceed.

District traffic engineers have recommended opening of the lane to provide access during construction, and for residential access upon completion. Not only does this place a considerable number of cars onto Parkgate Avenue only some 120 feet from Mount Seymour Parkway, it also means the removal of several mature trees that currently provide shade, privacy and a sound barrier for existing residents.

Given that The Atrium is built on land leased by DNV, and the land immediately to the east is also owned by the District, we propose that consideration be given to creating access for the development known as Taylor Creek Estates from the parking entrance driveway in The Atrium. We understand that the developer of this project has been asked to redesign his project to provide parking access from the easternmost section of its property, so this may work to everyone's advantage. As for the proposed development at the western end, access could be from a very short section of the lane access, leaving the centre unopened. If and when a development proposal is received for the six properties in the centre, this laneway could be extended slightly to provide access to underground parking.

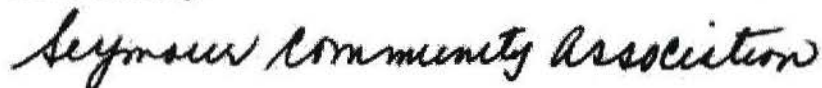
This will have the effect of preserving several mature trees that are now growing in the unopened lane allowance, and re-directing vehicles from Taylor Creek Estates farther north, reducing the potential for a traffic choke point on Parkgate Avenue.

Time is of the essence, and you agreed to present this alternative proposal to the District engineers as soon as possible, and report back to us.

We understand further that you plan to have a meeting with residents of the Atrium and of the 3500 Block Mount Seymour Parkway within the next month to discuss their concerns and consider possible options. We would appreciate an invitation to attend that meeting.

We thank you for your time and look forward to hearing from you.

Yours sincerely

A handwritten signature in cursive script that reads "Seymour Community Association".

Seymour Community Association  
Lorraine Harvey, Chair

Copies to: Mayor and Council  
Residents of the Atrium and 3500-block MSP



**The Corporation of the District of North Vancouver****Bylaw 7993**

A bylaw to enter into a Housing Agreement (3508-3520 Mt Seymour Parkway)

---

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 7993, 2013".

**2. Authorization to Enter into Agreement**

2.1 The Council hereby authorizes the agreement, substantially in the form attached to this Bylaw as Schedule "A", between The Corporation of the District of North Vancouver and Diebolt Parkgate Development LP with respect to the following lands:

- a) all the lands included within Lot D of Lot 1, Lot E of Lot 1, Block 5 to 7, District Lot 622, Plan 3267 (PID 005-095-557 and 013-018-388).

**3. Execution of Documents**

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

**READ** a first time this the

**READ** a second time this the

**READ** a third time this the

**ADOPTED** this the

---

Mayor

---

Municipal Clerk

Certified a true copy

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Municipal Clerk

## Bylaw 7993 Schedule A

### SECTION 219 COVENANT – HOUSING AGREEMENT

This agreement dated for reference the \_\_\_ day of \_\_\_\_\_, 20\_\_ is

BETWEEN:

(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 development permissions 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 Permit*” means development permit No. \_\_\_\_\_ issued by the District;
- (b) “*Lands*” means land described in Item 2 of the *Land Title Act* Form C to which this agreement is attached;
- (c) “*Proposed Development*” means the proposed development containing not more than \_\_\_\_\_ Units to be constructed on the Lands in accordance with the Development Permit;
- (d) “*Unit*” means a residential dwelling strata unit in the Proposed Development; and
- (e) “*Unit Owner*” means the registered owner of a Dwelling Unit in the Proposed Development.

## **2. TERM**

This Agreement will commence upon adoption by District Council of Bylaw 7983 and remain in effect until terminated by the District as set out in this Agreement.

## **3. RENTAL ACCOMODATION**

### **3.01 Rental Disclosure Statement**

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

- (a) before the first Unit is offered for sale, or conveyed to a purchaser without being offered for sale, filed with the Superintendent of Real Estate a Rental Disclosure Statement designating all of the Units as rental strata lots and imposing a 99 year rental period in relation to all of the Units pursuant to the Strata Property Act (or any successor or replacement legislation); and
- (b) given a copy of the Rental Disclosure Statement to each prospective purchaser of any Unit before the prospective purchaser enters into an agreement to purchase in respect of the Unit.

### **3.02 Rental Accommodation**

The Units constructed on the Lands from time to time may always be used to provide rental accommodation as the Owner or a Unit Owner may choose from time to time.



3.03 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.

3.04 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.

3.05 No Bylaw

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

3.06 Vote

No Unit Owner, nor any tenant or mortgagee thereof, shall vote for any strata corporation bylaw purporting to prevent, restrict or abridge the use of the Lands, the Proposed Development and the units contained therein from time to time as rental accommodation.

3.07 Notice

The owner will provide notice of this Agreement to any person or persons intending to purchase a Unit prior to any such person entering into an agreement of purchase and sale, agreement for sale, or option or similar right to purchase as part of the Disclosure Statement for any part of the Proposed Development prepared by the Owner pursuant to the *Real Estate Development Marketing Act*.

**4. DEFAULT AND REMEDIES**

4.01 Notice of Default

The District may, acting reasonably, give to the Owner written notice to cure a default under this Agreement within 30 days of 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 Proposed 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 Proposed Development or any part thereof which has been or hereafter may be given to the Owner by all or any of them.

5.03 Survival

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

6. **GENERAL PROVISIONS**

6.01 District's Power Unaffected

Nothing in this Agreement:

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

6.02 Agreement for Benefit of District Only

The Owner and District agree that:

- (a) this Agreement is entered into only for the benefit of the District;
- (b) this Agreement is not intended to protect the interests of the Owner, any Unit Owner, any Occupant or any future owner, occupier or user of any part of the Proposed Development including any Unit; and
- (c) The District may at any time execute a release and discharge of this Agreement in respect of the Proposed Development or any Unit therein, without liability to anyone for doing so.

6.03 Agreement Runs With the Lands

This Agreement burdens and runs with the Lands and any part into which any of them may be subdivided or consolidated, by strata plan or otherwise. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its successors



and assigns, and all persons who acquire an interest in the Lands or in any Unit after the date of this Agreement.

6.04 Release

The covenants and agreements on the part of the Owner and any Unit Owner and herein set forth in this Agreement have been made by the Owner and any Unit Owner as contractual obligations as well as being made pursuant to Section 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 Proposed Development, including any amendments to this Agreement as may be required by the Land Title Office or the District to effect such registration.

6.06 Agreement to Have Effect as Deed

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

6.07 Waiver

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

6.08 Time

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

6.09 Validity of Provisions

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

6.10 Extent of Obligations and Costs

Every obligation of a party which is set out in this Agreement will extend throughout the Term and, to the extent that any obligation ought to have been observed or performed

prior to or upon the expiry or earlier termination of the Term, such obligation will survive the expiry or earlier termination of the Term until it has been observed or performed.

6.11 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:

Attention:  
Facsimile: (604)

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

(d) This is the entire agreement between the District and the Owner concerning its subject, and there are no warranties, representations, conditions or collateral agreements relating to this Agreement, except as included in this Agreement.



- (e) This Agreement may be amended only by a document executed by the parties to this Agreement and by bylaw, such amendment to be effective only upon adoption by District Council of a bylaw to amend Bylaw 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.

## CONSENT AND PRIORITY AGREEMENT

GIVEN THAT:

- A. \_\_\_\_\_ (the "Owner") is the Registered Owner of the Land described in Item 2 of Page 1 of the Form C (the "Land");
- B. The Owner granted \_\_\_\_\_ (the "Prior Chargeholder") a Mortgage and Assignment of Rents registered against title to the Land in the Lower Mainland Land Title Office (the "LTO") under Nos. \_\_\_\_\_, as extended by \_\_\_\_\_ and \_\_\_\_\_, as extended by \_\_\_\_\_ (together, the "Prior Charge");
- C. The Owner granted to THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER (the "District") a Covenant attached to this Agreement and registered against title to the Land in the LTO immediately before registration of this Agreement (the "Subsequent Charge"); and
- D. Section 207 of the *Land Title Act* permits the Prior Chargeholder to grant priority over a charge to the District as Subsequent Chargeholder.

THEREFORE this Agreement is evidence that in consideration of \$1.00 and other good and valuable consideration received by the Prior Chargeholder from the District (the receipt and sufficiency of which the Prior Chargeholder acknowledges):

- 1. The Prior Chargeholder consents to the granting and registration of the Subsequent Charge and the Prior Chargeholder agrees that the Subsequent Charge shall be binding upon their interest in and to the Land.
- 2. The Prior Chargeholder grants to the District, as a Subsequent Chargeholder, priority for the Subsequent Charge over the Prior Chargeholder's right, title and interest in and to the Land, and the Prior Chargeholder postpones the Prior Charge and all of their right, title and interest thereunder to the Subsequent Charge as if the Subsequent Charge had been executed, delivered and registered prior to the execution, delivery and registration of the Prior Charge.

As evidence of its agreement to be bound by the terms of this instrument, the Prior Chargeholder has executed the Land Title Office Form C to which this Agreement is attached and which forms part of this Agreement.

- END OF DOCUMENT -

# PUBLIC HEARING

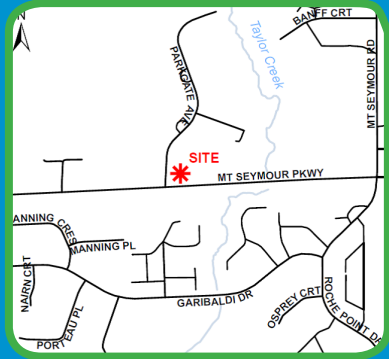
## 3508 - 3520 Mount Seymour Parkway

- What:** Public Hearing on proposed District of North Vancouver Rezoning Bylaw 1290 (Bylaw 7983)
- When:** 7:00 pm, Tuesday, June 18, 2013
- Where:** This public hearing is to be held at **Parkgate Community Centre, Mary Hunter Room, 3625 Banff Court**

**Proposed\***



**Site Map**



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

- What is it?** The proposed rezoning bylaw will permit the development of sixteen, three storey townhouse units arranged in two buildings separated by a linear courtyard where before only single family residential homes were allowed.
- When can I speak?** Please join us on Tuesday, June 18, 2013 when Council will be receiving input from the public on this proposal. You can speak in person by signing up at the Hearing or by providing a written submission to the Municipal Clerk at the address below or [input@dnv.org](mailto:input@dnv.org) before the conclusion of the Hearing.
- Need more info?** The bylaw, Council resolution, staff report, and 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?** Steven Petersson, Development Planner, at 604-990-2378 or [peterssons@dnv.org](mailto:peterssons@dnv.org).



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