

AGENDA

PUBLIC HEARING

Tuesday, September 10, 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



NORTH VANCOUVER
DISTRICT

www.dnv.org

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PUBLIC HEARING

7:00 p.m.
Tuesday, September 10, 2013
Council Chamber, Municipal Hall
355 West Queens Road, North Vancouver

1. OPENING BY THE MAYOR

2. INTRODUCTION OF BYLAW BY CLERK

Bylaw 8000: The District of North Vancouver Rezoning Bylaw 1298

Purpose of Bylaw:

The proposed bylaw is required to enable the redevelopment of the seven single family lots located at 2135-2167 Heritage Park Lane (formerly called the Mount Seymour Parkway "Frontage Road") for a thirty unit townhouse project.

3. PRESENTATION BY STAFF

Presentation: Doug Allan, Community Planner

4. PRESENTATION BY APPLICANT

Presentation: Guildford Brook Estates Inc.

5. REPRESENTATIONS FROM THE PUBLIC

6. QUESTIONS FROM COUNCIL

7. COUNCIL RESOLUTION

Recommendation:

THAT the September 10, 2013 Public Hearing be closed;

AND THAT Bylaw 8000 "The District of North Vancouver Rezoning Bylaw 1298", be returned to Council for further consideration.

8. CLOSING

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The Corporation of the District of North Vancouver

Bylaw 8000

A bylaw to amend The District of North Vancouver Zoning Bylaw (3210) to rezone the following residential properties:

Lot 1, Block 4, District Lot 791, Plan 15921 (PID: 002-640-945);
Lot 2, Block 4, District Lot 791, Plan 15921 (PID: 005-028-078);
Lot 32, Block 4, District Lot 791, Plan 4255 (PID: 010-948-911);
Lot 31, Block 4, District Lot 791, Plan 4255 (PID: 010-948-899);
Lot A, Block 4, District Lot 791, Plan 4255 (PID: 011-683-384);
Lot 28, Block 4, District Lot 791, Plan 4255 (PID: 011-220-830); and
Lot 27, Block 4, District Lot 791, Plan 4255 (PID: 011-683-376).

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

1. Citation

This bylaw may be cited as “District of North Vancouver Rezoning Bylaw 1298 (Bylaw 8000)”.

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 74 CD74”

(B) Part 4B Comprehensive Development Zone Regulations by inserting the following:

“ 4B74 Comprehensive Development Zone 74 CD74

4B74-1) Intent:

The purpose of the CD74 Zone is to establish specific land use and development regulations for a 30 unit townhouse project.

4B74-2) Uses:

The following *principal uses* shall be permitted in the Comprehensive Development 74 Zone:

(a) Uses Permitted Without Conditions:

- (i) Residential building, multiple-family townhouse

(b) Conditional Uses:

Not Applicable

4B74-3) Conditions of Use:

Not Applicable

4B74-4) Accessory Uses:

(a) *Accessory uses* are permitted and may include but are not necessarily limited to:

- (i) Home occupations in accordance with the regulations in Section 405 of the Zoning Bylaw, 1965

4B74-5) Density:

- (a) The maximum permitted density in the CD74 Zone is limited to a floor space ratio (FSR) of 0.45, inclusive of any density bonus for energy performance;
- (b) For the purposes of calculating floor space ratio, the area of all floors above grade and a portion of the garage level determined on the basis of a P1/P2 calculation, are counted.

4B74-6) Amenities:

Despite subsection 4B74-5, density in the CD74 Zone is increased to a maximum floor space ratio of 1.22 FSR, inclusive of any density bonus for energy performance, if the owner:

1. Enters into a Housing Agreement prohibiting any restrictions preventing the owners in the project from renting their units; and
2. Contributes \$200,000 to the municipality to be used for any or all of the following amenities (with allocation to be determined by the municipality in its sole discretion): public art; gateway signage or other gateway improvements; public plaza, park, trail, environmental or other public realm improvements;

municipal, recreation or social service facility or service / facility improvements; and/or the affordable housing fund.

4B74-7) Maximum Principal Building Size:

Not applicable

4B73-8) Setbacks:

Buildings shall be set back from property lines to the closest building face as established by development permit and in accordance with the following regulations:

Setback From	Buildings (Min Setback)
Heritage Park Lane	4.87m (16 ft) to the building face 4.26m (14 ft) to window projections
East Property Line	Building 2 1.2m (4ft.) Building 4 1.8m (6ft.)
South Property Line	2.44m (8ft.) to the building face 1.8m (6 ft) to window projections
West Property Line	2.1m (7ft.)

4B74-9) Building Orientation:

Not applicable

4B74-10) Building Depth and Width:

Not applicable

4B74-11) Coverage:

(a) Building Coverage shall not exceed 50%.

(b) Site Coverage shall not exceed 75%.

4B74-12) Height:

The maximum permitted height for each building, inclusive of a 15% bonus for sloping roofs, is 12m (39 ft);

4B74-13) Acoustic 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 and Hallways	45

4B74-14) 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.

4B74-15) Subdivision Requirements:

Not applicable

4B74-16) Additional Accessory Structure Regulations:

Not applicable.

4B74-17) Parking and Loading Regulations:

- (a) Parking spaces shall be provided on the basis of 2 spaces/unit, inclusive of 2 handicapped spaces, plus an additional 5 designated visitor spaces;
- (b) Not more than 30 spaces may be small car spaces;
- (c) Not more than 42 parking spaces may be in a tandem arrangement;
- (d) All parking spaces shall meet the minimum length and width standards established in Part 10 of the District of North Vancouver Zoning Bylaw;

(e) The driveway shall meet the minimum manoeuvring aisle width standard established by Development Permit; and

(f) A minimum of 6 Class 2 bicycle parking spaces are required.”

(C) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from the Residential Single Family 6000 Zone (RS4) to Comprehensive Development Zone 74 (CD 74).

READ a first time this the 29th day of July.

PUBLIC HEARING held the

READ a second time the

READ a third time the

Certified a true copy of “Rezoning Bylaw 1298 (Bylaw 8000)” as at Third Reading

Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure this the

ADOPTED this the

Mayor

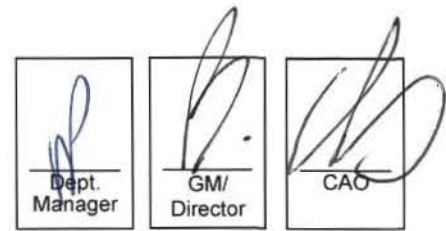
Municipal Clerk

Certified a true copy

Bylaw 8000 Schedule A: Zoning Map



AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>July 29, 2013</u>
<input type="checkbox"/> Workshop (open to public)	Date: _____



The District of North Vancouver REPORT TO COUNCIL

July 17, 2013
File: 3060-20/79.12

AUTHOR: Doug Allan, Community Planner

SUBJECT: **BYLAWS 8000 AND 8001: REZONING AND HOUSING AGREEMENT FOR A 30 UNIT TOWNHOUSE PROJECT: 2135-2167 HERITAGE PARK LANE (FORMERLY MOUNT SEYMOUR PARKWAY FRONTAGE ROAD)**

RECOMMENDATIONS: It is recommended that:

1. Bylaw 8000, which rezones the subject site from Residential Single Family 6000 Zone (RS4) to Comprehensive Development 74 (CD74) to enable the development of a 30 unit residential townhouse project, be given First Reading;
2. Bylaw 8001, which authorizes a Housing Agreement to prevent future rental restrictions, be given First Reading; and
3. Bylaw 8000 be referred to a Public Hearing.

REASON FOR REPORT:

The proposed project requires Council's consideration of:

- Bylaw 8000 to rezone the subject properties; and
- Bylaw 8001 to authorize entry into a Housing Agreement to ensure that owners are not prevented from renting their units.

SUMMARY:

The applicant proposes to redevelop 7 single family lots located at 2135 to 2167 Heritage Park Lane (formerly called the Mount Seymour Parkway "frontage road") for a 30 unit townhouse project which requires rezoning and issuance of a development permit. The rezoning bylaw and Housing Agreement Bylaw are recommended for Introduction and the rezoning bylaw is recommended for referral to a Public Hearing.



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July 17, 2013

Page 2

BACKGROUND:

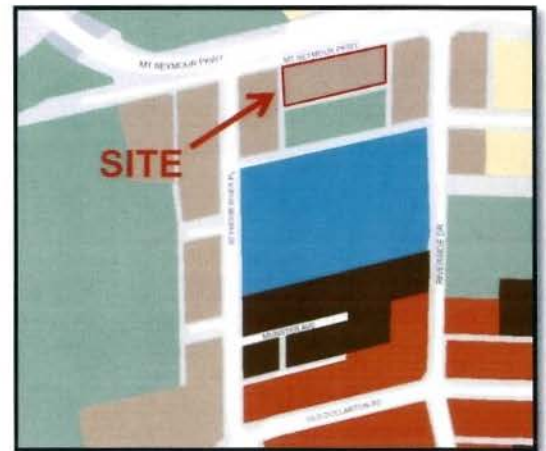
The proposal originally submitted was for a 40 unit townhouse project over underground parking. During the review process the applicant was advised to make design changes to reduce density in compliance with the OCP's density direction. The applicant has since submitted a revised project with 30 townhouse units each with enclosed at-grade parking. The project evolution has seen significant design changes and is now ready for Council consideration.

EXISTING POLICY:

Official Community Plan

The subject properties are located at the north end of the Maplewood Village Centre plan area and are designated as *Residential Level 4: Transition Multi-Family*, which envisions a mix of townhouse and apartment development up to approximately 1.2 FSR.

The proposed townhouse units are all 3 bedroom units, which will be attractive to families, and as such, the proposal responds to Goal #2 of the OCP to "encourage and enable a diverse mix of housing types...to accommodate the lifestyles and needs of people at all stages of life." It also addresses the intent of the housing diversity policies in Section 7.1 of the OCP by providing units suitable for families (Policy 7.1.4) and, it incorporates units with accessibility features (Policy 7.1.5). The Maplewood Village Centre Plan includes similar housing policy directions as does the Maplewood Local Plan reference document.



OCP Land Use Designation

Zoning:

The subject properties are zoned Residential Single Family 6000 Zone (RS4) and therefore rezoning is required to permit this multi-family project. Bylaw 8000 proposes the establishment of a new Comprehensive Development Zone 74 (CD74) tailored specifically to this project.

Development Permit

The subject lots are designated as Development Permit Areas for the following purposes:

- Form and Character of Multi-Family Development (Ground-Oriented Housing);
- Energy and Water Conservation and Greenhouse Gas Emission Reductions;

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July 17, 2013

Page 3

- The northwest corner of the site is designated as a Development Permit Area for Creek Hazard;
- The easterly lot is designated as a Wildfire Hazard Development Permit Area

A detailed development permit report, outlining the projects' compliance with the applicable DPA guidelines will be provided for Council's consideration at the Development Permit stage should the rezoning advance.

Strata Rental Protection Policy

Corporate Policy 8-3300-2 "Strata Rental Protection Policy" applies to this project as the rezoning application would permit development of more than five units. The policy requires a Housing Agreement to ensure that future strata bylaws do not prevent owners from renting their units and Bylaw 8001 is provided to implement that Policy.

ANALYSIS

The Site and Surrounding Area:

The site consists of 7 single family lots located on the south side of Heritage Park Lane, the newly renamed service road south of Mount Seymour Parkway. Unopened lane allowances surround the site to the east, south and west.



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July 17, 2013

Page 4

The townhouses are predominantly 2 levels of living space each above their own parking garage with 6 of the units having a bedroom on the 4th level. The garages are accessed off the central drive court and the parking level is not visible from Heritage Park Lane. All the units are 3 bedrooms and average approximately 121m² (1300 sq ft) in size, excluding the garages. The individual buildings vary in height from approximately 10.7m (35ft.) to approximately 12m (39ft.). The floor space is 1.22 inclusive of any green building bonus density. Below is the front elevation on Heritage Park Lane with a close-up of the west building.

Below: Front Elevation: Heritage Park Lane



Below: North-West Building Front Elevation Close-Up: Heritage Park Lane



Two units in the north-east building have been designed as wheelchair accessible suites with access to the front of the units by ramps. All of the units will be designed to meet the District's Level 1A adaptable design guidelines.

Parking

Vehicle access to the site is off Heritage Park Lane between the two front buildings. The proposal requires 60 parking stalls and is providing 65 stalls for an overall project ratio of 2.16 spaces per unit. The proposal is for 2 dedicated stalls per unit plus 5 visitor stalls. Individual parking in each unit is either in a side by side or tandem arrangement and 30 of the spaces are small car stalls.

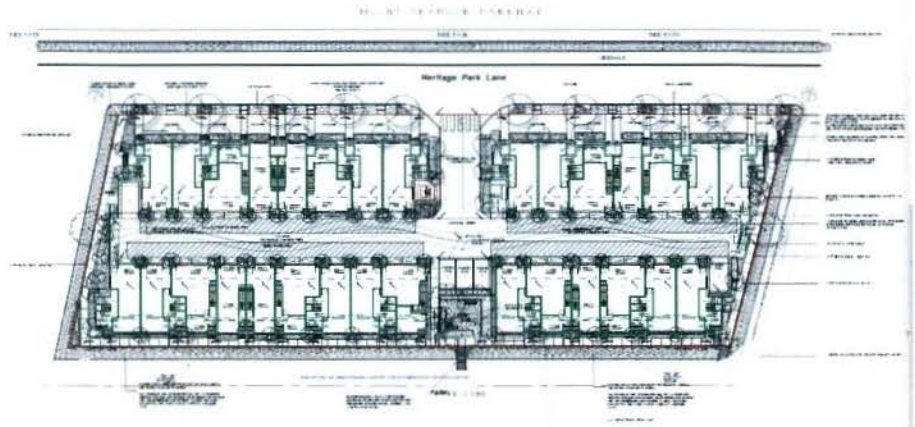
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July 17, 2013

Page 5

Landscaping

The landscaping focus is at the perimeter of the site and at the centrally located onsite play area. The landscape architect has also introduced planting at the garages to soften the interior courtyard. The play area is located at the south of the site to take advantage of the southern sun exposure with a pedestrian connection from the site into the District park to be developed in the future.



Acoustic Regulations

Bylaw 8000 includes the District's residential acoustic regulations for maximum noise levels in the bedrooms, living areas and other areas of the units. If the rezoning proceeds, the applicant will be required to provide a report from a qualified noise consultant confirm that the building/glazing design will enable these standards to be met as a condition of a development permit.

Reduced copies of site, architectural and landscaping plans are included as Attachment A for Council's reference.

IMPLEMENTATION:

Implementation of this project will require consideration of a rezoning bylaw, Bylaw 8000, and a Housing Agreement Bylaw, Bylaw 8001, as well as issuance of a development permit and registration of legal agreements.

Bylaw 8000 (Attachment B) rezones the subject properties from Single Family Residential 6000 Zone (RS4) to a new Comprehensive Development 74 Zone (CD74) which:

- establishes the permitted residential use;
- allows home occupations as an accessory use;
- establishes a base density FSR (Floor Space Ratio) of 0.45;
- establishes a density bonus to an FSR of 1.22 subject to payment of a \$200,000 CAC and entering into a housing agreement;
- establishes setback, height, building coverage and site coverage regulations;
- incorporates acoustic requirements; and
- establishes parking regulations specific to this project.

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July 17, 2013

Page 6

Bylaw 8001, (Attachment C) authorizes the District to enter into a Housing Agreement to ensure that the proposed units remain available as rental units.

In addition, a Development Covenant will be required prior to zoning bylaw adoption to secure:

- a green building covenant;
- a stormwater management covenant; and
- a covenant to ensure that the project maintains a minimum flood construction level.

COMMUNITY AMENITY CONTRIBUTION:

The District's Community Amenity Contribution (CAC) Policy requires an amenity contribution for projects including an increase in residential density. In this case, a CAC of \$200,000 has been calculated and this amount is included in the proposed CD74 Zone. It is anticipated that the CACs from this development will include contributions toward the Maplewood and Riverside neighbourhood gateways including gateway signage, park improvements, public art, gateway plantings and potentially other projects identified as part of the Maplewood Village Centre Implementation Strategy.

The applicant has submitted a letter of commitment to provide public art as part of the CAC. The concept is to partner with the District on a gateway art installation along the north side of Heritage Park Lane as part of the Mount Seymour Parkway bikeway/sidewalk improvement project east of the Seymour River Bridge. The art is intended to be incorporated into fencing which will separate Heritage Park Lane from Mt Seymour Parkway. While not yet designed the fence and art is intended to enhance the entrance to Seymour while providing a safe separation between pedestrians on Heritage Park Lane and cyclists on the new Mt Seymour Parkway bike route.

GREEN BUILDING MEASURES:

Compliance with the Green Building Strategy is mandatory given the need for rezoning and the project is targeting an energy performance rating of Energuide 80 and will achieve a building performance equivalent to Built Green™ 'Gold'.

CONCURRENCE:

Staff

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

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July 17, 2013

Page 7

Advisory Design Panel

The application was considered by the Advisory Design Panel on May 9, 2013 and June 13, 2013 and the panel recommends approval of the project as presented.

PUBLIC INPUT:

Public Information Meeting

The applicant held a facilitated Public Information Meeting on the original building design (with 10 additional units) on February 5, 2013. The meeting was attended by 28 residents. The overall tone of the meeting was supportive of the project. Questions were in regard to: opportunities for rental of the units, visitor parking, tree removal; traffic mitigations measures; unit cost; development of the adjacent lanes; community amenity projects; height of the buildings; development of the District lots to the south and whether the project is limited by the Maplewood risk hazard contours (it is outside the risk contour area). The facilitator's report is included as Attachment D.

In response to this project, comment sheets were received from 5 adjacent owners. Several respondents indicated support for the project and one commented that they were not in favour because of increased density and also concerned about future potential park use of the NPL park area.

Revised Project:

Following submission of the revised project, copies of the new proposal were circulated to the surrounding properties and the Maplewood Community Association. No responses to this revised project were received.

CONCLUSION:

This project is consistent with the directions established in the OCP (Maplewood Village Centre Plan). It addresses OCP housing policies related to the provision of a range of housing options, in this case, family housing in a townhouse format.

The project is now ready for Council's consideration.

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July 17, 2013

Page 8

Options:

The following options are available Council's consideration:

- 1) Introduce Bylaws 8000 and 8001 and refer Bylaw 8000 to a Public Hearing (staff recommendation); or
- 2) Defeat Bylaw 8000 and 8001 at First Reading.

Respectfully submitted,

For 
Doug Allan
Community Planner
da/
attach.

A – Reduced project plans

B – Bylaw 8000

C – Bylaw 8001

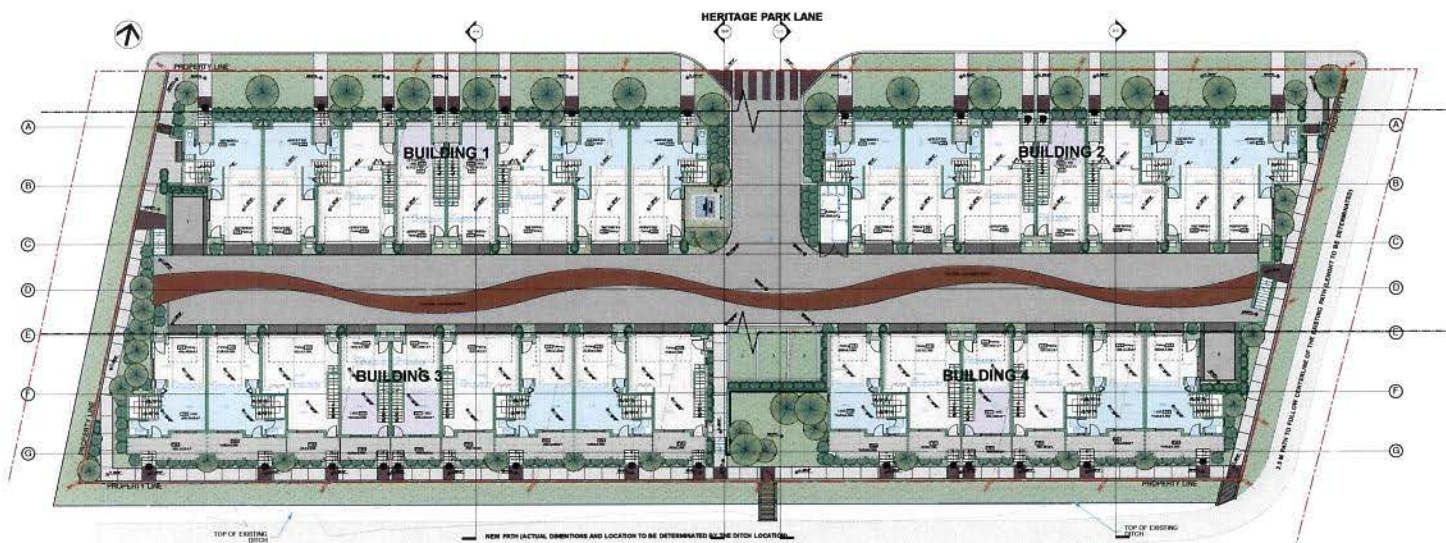
D – Facilitators report from the Public Information Meeting

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



1 General North Elevation
Scale: 1/16" = 1'-0"

MOUNT SEYMOUR PARKWAY



1 Site Plan/ Roof Plan
Scale: 1/16" = 1'-0"

ATTACHMENT A

Design:
10% development of study in parking lot
NO STRIPAGE OF DRIVE
UNBARRICADED BY FENCE
NO STRIPAGE OF DRIVE
NO STRIPAGE OF DRIVE

- materials & finishes**
- 12 dark grey, weather
 - 13 white, stone-clad exterior, 2nd story
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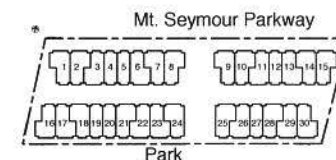
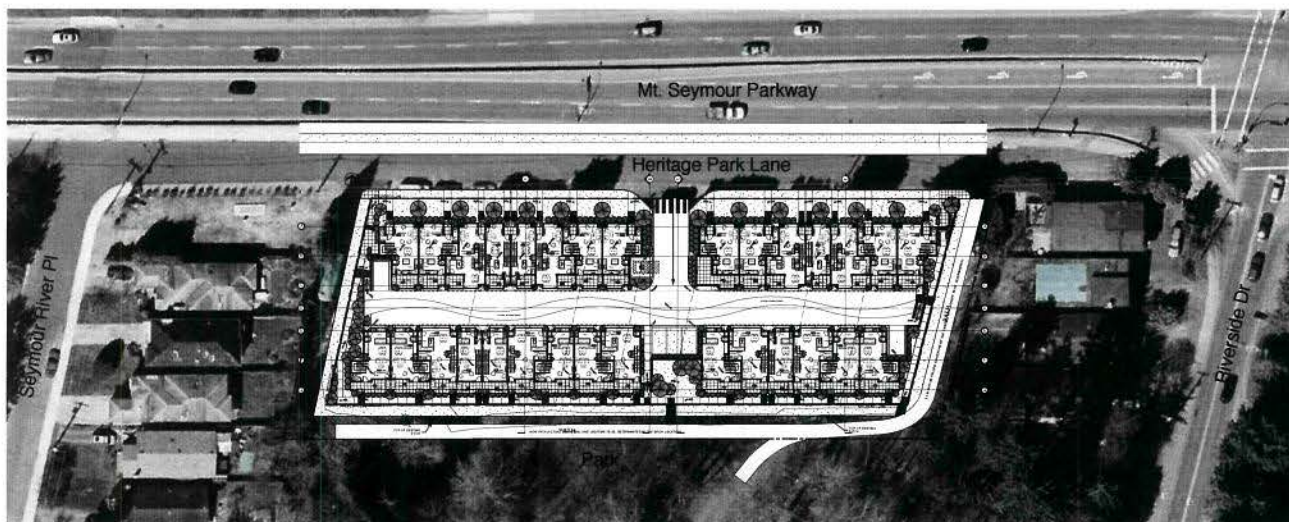
cornerstone architecture
2155-2167 Mt Seymour Parkway
Vancouver, Canada
www.cornerstonearch.com
tel: 604-275-1111
fax: 604-275-1112

revision/issue

1	initial design	Apr 18, 2013
2	revised design	Apr 25, 2013
3	revised design	Apr 25, 2013
4	revised design	Apr 25, 2013
5	revised design	Apr 25, 2013
6	revised design	Apr 25, 2013
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97	revised design	Apr 25, 2013
98	revised design	Apr 25, 2013
99	revised design	Apr 25, 2013
100	revised design	Apr 25, 2013

2155-2167 Mt Seymour Parkway
District of North Vancouver, BC
Site Plan

scale 3/32" = 1' (unless noted otherwise)
plot date May 21, 2013
project number 1308
drawing number A3.1



STATISTICS 2135 - 2167 Mount Seymour Parkway District of North Vancouver

total site area: 40227.8 sqft

total floor space ratio: 1.22 req. permitted 1.21
 floor space ratio area: 49077.9 sqft 48772.3 sqft

area calculations:

unit no.	P1	Level 1 P2	Total Area	FSR Area level 1	FSR Area level 2	FSR Area level 3	FSR Area level 4	FSR Area total	FSR Area total	FSR Area total
Building 1	417.39	206.41	623.80 sqft	2525 sqft	3247 sqft	713 sqft	13185 sqft	13185 sqft	13185 sqft	0.327
Building 2	387.89	171.06	558.95 sqft	2848 sqft	4122 sqft	4818 sqft	11788 sqft	11788 sqft	11788 sqft	0.283
Building 3	436.47	235.81	672.28 sqft	2796 sqft	4844 sqft	6036 sqft	13676 sqft	13676 sqft	13676 sqft	0.381
Building 4	334.31	181.70	516.01 sqft	2611 sqft	3679 sqft	2188 sqft	8478 sqft	8478 sqft	8478 sqft	0.213

STATISTICS 2135 - 2167 Mount Seymour Parkway District of North Vancouver

total site area: 40227.8 sqft

total floor space ratio: 1.22 req. permitted 1.21
 floor space ratio area: 49077.9 sqft 48772.3 sqft

height: 45'3" 38'10" 14"

setbacks: 18' 18' 1.2m 2.25m 26'

parking/loading: 60 stalls 67 stalls
 regular care stalls: 30 stalls one regular car stall per unit
 visitor stalls: 7.5 stalls one small car stall per unit
 disability car stalls: 1 stall included in visitors
 three bedroom townhouse: n/a 30 units

area calculations:

unit no.	unit type	type	Parkade	Level 1 P2	Stairs	Level 2 Habitable	Level 3 Habitable	Level 4 Habitable	area total	habitable area total
1 B	3 Bed	townhouse	458 sqft	128 sqft	90 sqft	569 sqft	710 sqft	0 sqft	1955 sqft	1368 sqft
2 B	3 Bed	townhouse	460 sqft	128 sqft	90 sqft	569 sqft	710 sqft	0 sqft	1957 sqft	1368 sqft
3 A	3 Bed	townhouse	411 sqft	193 sqft	69 sqft	612 sqft	711 sqft	0 sqft	1996 sqft	1392 sqft
4 C	3 Bed	townhouse	436 sqft	0 sqft	76 sqft	434 sqft	533 sqft	352 sqft	1831 sqft	1396 sqft
5 C	3 Bed	townhouse	436 sqft	0 sqft	76 sqft	434 sqft	533 sqft	352 sqft	1831 sqft	1396 sqft
6 A	3 Bed	townhouse	411 sqft	193 sqft	69 sqft	612 sqft	711 sqft	0 sqft	1996 sqft	1392 sqft
7 B	3 Bed	townhouse	460 sqft	128 sqft	90 sqft	569 sqft	710 sqft	0 sqft	1957 sqft	1368 sqft
8 B	3 Bed	townhouse	458 sqft	128 sqft	90 sqft	569 sqft	710 sqft	0 sqft	1955 sqft	1368 sqft
9 B	3 Bed	townhouse	458 sqft	128 sqft	90 sqft	569 sqft	710 sqft	0 sqft	1955 sqft	1368 sqft
10 B	3 Bed	townhouse	460 sqft	128 sqft	90 sqft	569 sqft	710 sqft	0 sqft	1957 sqft	1368 sqft
11 A	3 Bed	townhouse	411 sqft	193 sqft	69 sqft	612 sqft	711 sqft	0 sqft	1996 sqft	1392 sqft
12 C	3 Bed	townhouse	436 sqft	0 sqft	76 sqft	434 sqft	533 sqft	352 sqft	1831 sqft	1396 sqft
13 A	3 Bed	townhouse	411 sqft	193 sqft	69 sqft	612 sqft	711 sqft	0 sqft	1996 sqft	1392 sqft
14 B	3 Bed	townhouse	460 sqft	128 sqft	90 sqft	569 sqft	710 sqft	0 sqft	1957 sqft	1368 sqft
15 B	3 Bed	townhouse	458 sqft	128 sqft	90 sqft	569 sqft	710 sqft	0 sqft	1955 sqft	1368 sqft
16 B	3 Bed	townhouse	458 sqft	128 sqft	90 sqft	569 sqft	710 sqft	0 sqft	1955 sqft	1368 sqft
17 B	3 Bed	townhouse	460 sqft	128 sqft	90 sqft	569 sqft	710 sqft	0 sqft	1957 sqft	1368 sqft
18 A	3 Bed	townhouse	411 sqft	193 sqft	69 sqft	612 sqft	711 sqft	0 sqft	1996 sqft	1392 sqft
19 C	3 Bed	townhouse	436 sqft	0 sqft	76 sqft	434 sqft	533 sqft	352 sqft	1831 sqft	1396 sqft
20 C	3 Bed	townhouse	436 sqft	0 sqft	76 sqft	434 sqft	533 sqft	352 sqft	1831 sqft	1396 sqft
21 A	3 Bed	townhouse	411 sqft	193 sqft	69 sqft	612 sqft	711 sqft	0 sqft	1996 sqft	1392 sqft
22 B	3 Bed	townhouse	460 sqft	128 sqft	90 sqft	569 sqft	710 sqft	0 sqft	1957 sqft	1368 sqft
23 B	3 Bed	townhouse	460 sqft	128 sqft	90 sqft	569 sqft	710 sqft	0 sqft	1957 sqft	1368 sqft
24 A	3 Bed	townhouse	422 sqft	0 sqft	67 sqft	605 sqft	711 sqft	0 sqft	1804 sqft	1382 sqft
25 B	3 Bed	townhouse	460 sqft	128 sqft	90 sqft	569 sqft	710 sqft	0 sqft	1957 sqft	1368 sqft
26 A	3 Bed	townhouse	411 sqft	193 sqft	69 sqft	612 sqft	711 sqft	0 sqft	1996 sqft	1392 sqft
27 C	3 Bed	townhouse	436 sqft	0 sqft	76 sqft	434 sqft	533 sqft	352 sqft	1831 sqft	1396 sqft
28 A	3 Bed	townhouse	411 sqft	193 sqft	69 sqft	612 sqft	711 sqft	0 sqft	1996 sqft	1392 sqft
29 B	3 Bed	townhouse	460 sqft	128 sqft	90 sqft	569 sqft	710 sqft	0 sqft	1957 sqft	1368 sqft
30 B	3 Bed	townhouse	460 sqft	128 sqft	90 sqft	569 sqft	710 sqft	0 sqft	1957 sqft	1368 sqft

13216 sqft 3466 sqft 2421 sqft 16552 sqft 20241 sqft 2110 sqft 98007 sqft 41924 sqft

1 Context Plan
Scale: 1/32" = 1'-0"



2 Mt. Seymour Streetscape At West Lane Site



3 Mt. Seymour Streetscape At East Lane



4 Mt. Seymour Streetscape At Site

2135, 2141, 2145, 2147, 2159, 2163, 2167
 MT SEYMOUR PARKWAY
 DISTRICT OF NORTH VANCOUVER, B.C.
 ZONING: RS-4
 LEGAL:
 TOPOGRAPHIC PLAN OF PROPOSED LOT A
 PLAN BCP
 FORMERLY LOTS 1 AND 2 PLAN 19921,
 AND LOTS 27, 28, 31, 32 AND A PLAN 4255,
 ALL OF BLOCK 4 DISTRICT LOT 791 GROUP 1
 NEW WESTMINSTER DISTRICT

cornerstone architecture
 1000-1111 Broadway Street
 Vancouver, BC V6H 1A1
 Tel: 604-268-8888
 Fax: 604-268-8889

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2135- 2167 Mt. Seymour Parkway
 District of North Vancouver, BC
 Drawing
 Context Plan,
 Photos & Areas.
 scale: 3/32"=1'0" (unless noted otherwise)
 plot date: May 31, 2013
 project number: 1308
 drawing number: A1.2

revision/issue
 1. Issued for review
 2. Issued for approval
 3. Issued for approval (revised)
 4. Issued for approval (revised)
 5. Issued for approval (revised)
 6. Issued for approval (revised)
 7. Issued for approval (revised)
 8. Issued for approval (revised)
 9. Issued for approval (revised)
 10. Issued for approval (revised)



comestone architecture
 2115-2167 Mc Seymour Parkway
 District of North Vancouver, BC
 Building 1 Elevations
 1308
 A4.1

Project Information
 Project Name: 2115-2167 Mc Seymour Parkway
 Project Number: 1308
 Project Date: May 21, 2021
 Project Location: District of North Vancouver, BC

Project Description
 This is a conceptual drawing of the North Courtyard Elevation of the proposed building. The drawing is for informational purposes only and is not to be used for construction. The drawing is for informational purposes only and is not to be used for construction. The drawing is for informational purposes only and is not to be used for construction.

Project Location
 2115-2167 Mc Seymour Parkway
 District of North Vancouver, BC
 Project Number: 1308
 Project Date: May 21, 2021
 Project Location: District of North Vancouver, BC



cornerstone architecture
architects llc
1308 13th Street, Suite 100
Boulder, CO 80502
Phone: 303.440.1308
Fax: 303.440.1309
www.cornerstonearchitects.com

2155-2167 Mt. Seymour Parkway
CITY OF BOULDER, COLORADO
Building 2 Elevations
Project Number: **1308**
Scale: **A4.2**
Date: May 21, 2023
Drawing Number: **1308**

Legend:
1. 1/8" = 1'-0" (Architectural Scale)
2. 1/8" = 1'-0" (Architectural Scale)
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9. 1/8" = 1'-0" (Architectural Scale)
10. 1/8" = 1'-0" (Architectural Scale)

[illegible]

comerstone architecture
 1000 UNIVERSITY AVENUE
 SUITE 200, TORONTO
 ONTARIO, CANADA
 M5G 1R7
 TEL: (416) 593-8888
 FAX: (416) 593-8889
 E-MAIL: COMERSTONE@COMERSTONE.COM

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 national provider of
 business property
 valuation services
 nationwide, which
 has been a leader
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 and data analysis
 in the valuation of
 real estate.

comerstone has been the
 primary provider of
 valuation services to
 the federal government
 for over 20 years. The
 company's valuation
 services are available
 nationwide on five
 major computer
 networks. comerstone
 is currently the largest
 provider of valuation
 services to the federal
 government.

APR 18, 1993
 MAY 16, 1993
 JUN 13, 1993
 JUL 11, 1993
 AUG 8, 1993
 SEP 5, 1993
 OCT 3, 1993
 NOV 7, 1993
 DEC 5, 1993

comerstone has been
 named as a
 "most innovative
 companies in
 construction"



3 South Elevation
South 1/8" = 1'-0"



4 South Courtyard Elevation
South 1/8" = 1'-0"

Legend & Notes

- 1. All elevations are shown in black and white.
- 2. All elevations are shown in black and white.
- 3. All elevations are shown in black and white.
- 4. All elevations are shown in black and white.
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- 9. All elevations are shown in black and white.
- 10. All elevations are shown in black and white.

concrete architecture
ARCHITECTS

2155-2167 N Seymour Parkway
Suite 100
Portland, OR 97227
Phone: 503.255.1308
Fax: 503.255.1309
Email: info@concretearchitects.com
Website: www.concretearchitects.com

Project Information

Project Name: 2155-2167 N Seymour Parkway
Project Number: 1308
Project Date: May 21, 2013
Project Status: A4.4



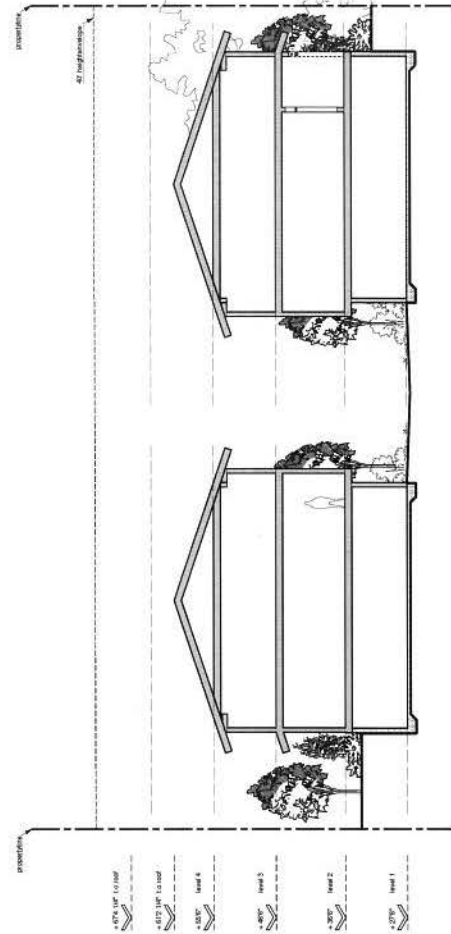
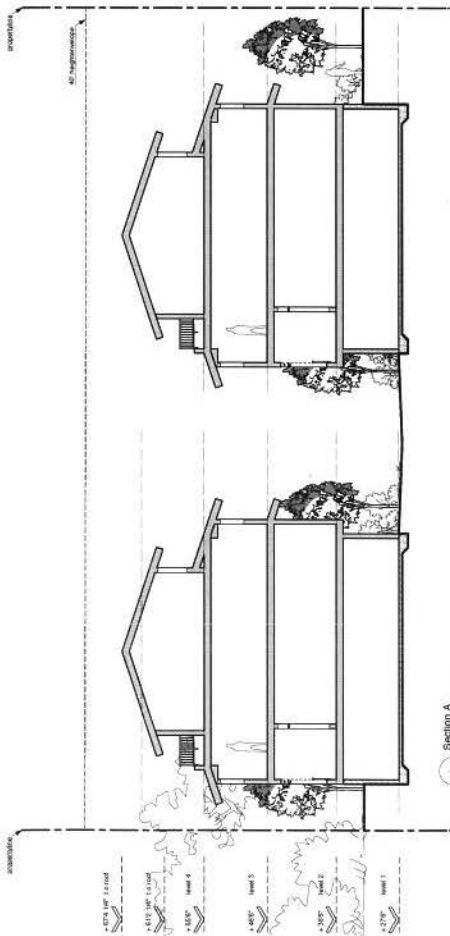
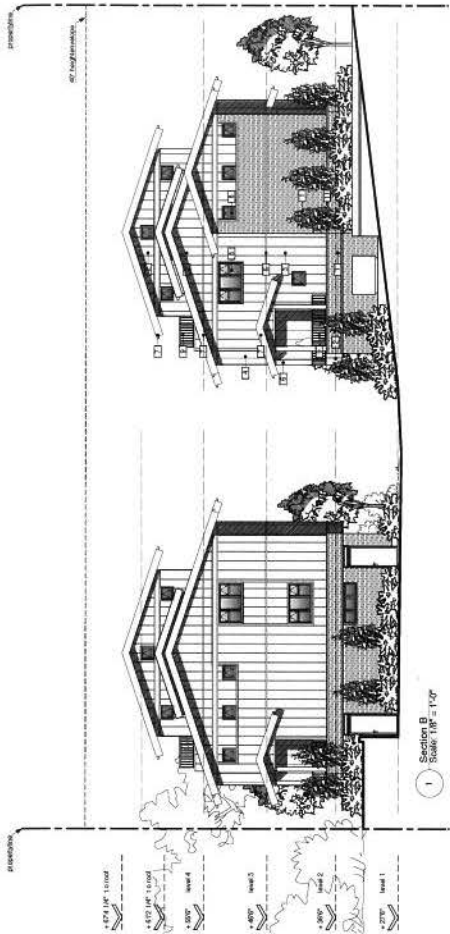
materials & finishes

1. Siding: 1/2" x 6" horizontal lap siding, white-painted
2. Siding: 1/2" x 6" horizontal lap siding, white-painted
3. Siding: 1/2" x 6" horizontal lap siding, white-painted
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8. Siding: 1/2" x 6" horizontal lap siding, white-painted
9. Siding: 1/2" x 6" horizontal lap siding, white-painted
10. Siding: 1/2" x 6" horizontal lap siding, white-painted

cornerstone architecture
2115-2127 N. Superior Parkway
Suite 100
Chicago, IL 60614
Tel: 773.334.1111
Fax: 773.334.1112
www.cornerstonearch.com

Side Elevations & Details

scale: 1/8" = 1'-0" (unless noted otherwise)
date: 08/27/2013
project number: 1308
sheet number: A4.5



cornerstone architecture
2135-2167 Mt Seymour Parkway
Vancouver, BC
Tel: 604.271.1111
www.cornerstonearchitect.com

**2135-2167 Mt Seymour Parkway
Buildings Sections**

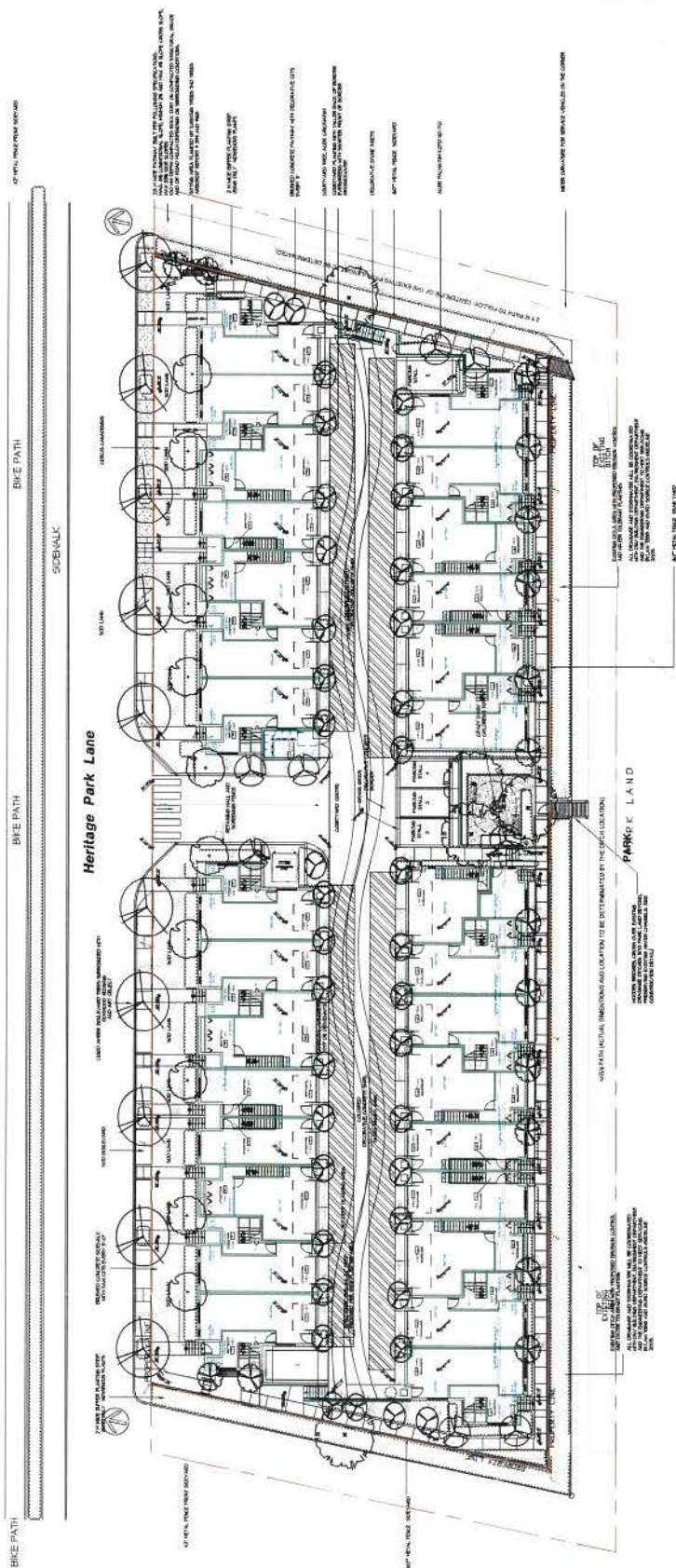
Project name: 2135-2167 Mt Seymour Parkway
Project number: 1308
Drawing number: A4.6
Scale: 1/8" = 1'-0"

Drawn by: [Name]
Checked by: [Name]
Reviewed by: [Name]
Date: [Date]

[illegible]

ALL PLANT MATERIAL MUST BE PROVIDED FROM CERTIFIED DISEASE FREE NURSERY. PROVIDE CERTIFICATION UPON REQUEST.

MOUNT SEYMOUR PARKWAY

[illegible]

10306

MT SEYMOUR PARKWAY
2135- 2167 Heritage Park Lane
NORTH VANCOUVER

1. GRIFFIN

**TREE
PLAN**

DATE: 12/01/18	DRAWING NUMBER:
CAGE: 152-F-0*	L1
PARAN: WITH	
ASSEM: RE	
PKT:	OF 4

132349-04.200

The Corporation of the District of North Vancouver

Bylaw 8000

A bylaw to amend The District of North Vancouver Zoning Bylaw (3210) to rezone the following residential properties:

Lot 1, Block 4, District Lot 791, Plan 15921 (PID: 002-640-945);
 Lot 2, Block 4, District Lot 791, Plan 15921 (PID: 005-028-078);
 Lot 32, Block 4, District Lot 791, Plan 4255 (PID: 010-948-911);
 Lot 31, Block 4, District Lot 791, Plan 4255 (PID: 010-948-899);
 Lot A, Block 4, District Lot 791, Plan 4255 (PID: 011-683-384);
 Lot 28, Block 4, District Lot 791, Plan 4255 (PID: 011-220-830); and
 Lot 27, Block 4, District Lot 791, Plan 4255 (PID: 011-683-376).

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

1. Citation

This bylaw may be cited as "District of North Vancouver Rezoning Bylaw 1298 (Bylaw 8000)".

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 74 CD74"

(B) Part 4B Comprehensive Development Zone Regulations by inserting the following:

" 4B74 Comprehensive Development Zone 74 CD74

4B74-1) Intent:

The purpose of the CD74 Zone is to establish specific land use and development regulations for a 30 unit townhouse project.

4B74-2) Uses:

The following *principal uses* shall be permitted in the Comprehensive Development 74 Zone:

(a) Uses Permitted Without Conditions:

- (i) Residential building, multiple-family townhouse

(b) Conditional Uses:

Not Applicable

4B74-3) Conditions of Use:

Not Applicable

4B74-4) Accessory Uses:

(a) *Accessory uses* are permitted and may include but are not necessarily limited to:

- (i) Home occupations in accordance with the regulations in Section 405 of the Zoning Bylaw, 1965

4B74-5) Density:

- (a) The maximum permitted density in the CD74 Zone is limited to a floor space ratio (FSR) of 0.45, inclusive of any density bonus for energy performance;
- (b) For the purposes of calculating floor space ratio, the area of all floors above grade and a portion of the garage level determined on the basis of a P1/P2 calculation, are counted.

4B74-6) Amenities:

Despite subsection 4B74-5, density in the CD74 Zone is increased to a maximum floor space ratio of 1.22 FSR, inclusive of any density bonus for energy performance, if the owner:

1. Enters into a Housing Agreement prohibiting any restrictions preventing the owners in the project from renting their units; and
2. Contributes \$200,000 to the municipality to be used for any or all of the following amenities (with allocation to be determined by the municipality in its sole discretion): public art; gateway signage or other gateway improvements; public plaza, park, trail, environmental or other public realm improvements;

municipal, recreation or social service facility or service / facility improvements; and/or the affordable housing fund.

4B74-7) Maximum Principal Building Size:

Not applicable

4B73-8) Setbacks:

Buildings shall be set back from property lines to the closest building face as established by development permit and in accordance with the following regulations:

Setback From	Buildings (Min Setback)
Heritage Park Lane	4.87m (16 ft) to the building face 4.26m (14 ft) to window projections
East Property Line	Building 2 1.2m (4ft.) Building 4 1.8m (6ft.)
South Property Line	2.44m (8ft.) to the building face 1.8m (6 ft) to window projections
West Property Line	2.1m (7ft.)

4B74-9) Building Orientation:

Not applicable

4B74-10) Building Depth and Width:

Not applicable

4B74-11) Coverage:

(a) Building Coverage shall not exceed 50%.

(b) Site Coverage shall not exceed 75%.

4B74-12) Height:

The maximum permitted height for each building, inclusive of a 15% bonus for sloping roofs, is 12m (39 ft);

4B74-13) Acoustic 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 and Hallways	45

4B74-14) 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.

4B74-15) Subdivision Requirements:

Not applicable

4B74-16) Additional Accessory Structure Regulations:

Not applicable.

4B74-17) Parking and Loading Regulations:

- (a) Parking spaces shall be provided on the basis of 2 spaces/unit, inclusive of 2 handicapped spaces, plus an additional 5 designated visitor spaces;
- (b) Not more than 30 spaces may be small car spaces;
- (c) Not more than 42 parking spaces may be in a tandem arrangement;
- (d) All parking spaces shall meet the minimum length and width standards established in Part 10 of the District of North Vancouver Zoning Bylaw;

- (e) The driveway shall meet the minimum manoeuvring aisle width standard established by Development Permit; and
 - (f) A minimum of 6 Class 2 bicycle parking spaces are required.”
- (C) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from the Residential Single Family 6000 Zone (RS4) to Comprehensive Development Zone 74 (CD 74).

READ a first time this the

PUBLIC HEARING held the

READ a second time the

READ a third time the

Certified a true copy of “Rezoning Bylaw 1298 (Bylaw 8000)” as at Third Reading

Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure this the

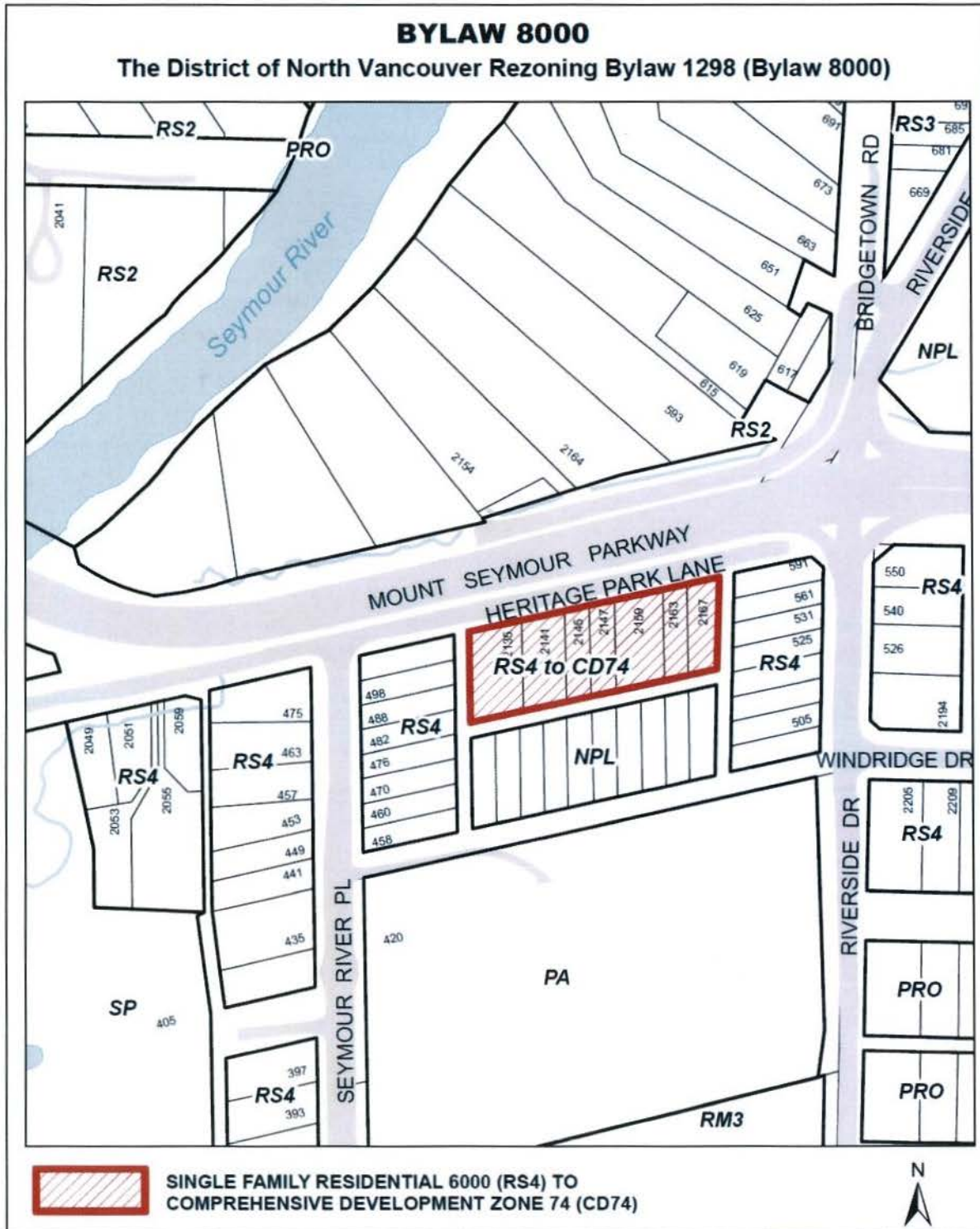
ADOPTED this the

Mayor

Municipal Clerk

Certified a true copy

Bylaw 8000 Schedule A: Zoning Map



The Corporation of the District of North Vancouver

Bylaw 8001

A bylaw to enter into a Housing Agreement (Heritage Park Lane)

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 8001, 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 Anthem Properties with respect to the following lands:

a) All the lands included within:

Lot 1, Block 4, District Lot 791, Plan 15921 (PID: 002-640-945);
Lot 2, Block 4, District Lot 791, Plan 15921 (PID: 005-028-078);
Lot 32, Block 4, District Lot 791, Plan 4255 (PID: 010-948-911);
Lot 31, Block 4, District Lot 791, Plan 4255 (PID: 010-948-899);
Lot A, Block 4, District Lot 791, Plan 4255 (PID: 011-683-384);
Lot 28, Block 4, District Lot 791, Plan 4255 (PID: 011-220-830); and
Lot 27, Block 4, District Lot 791, Plan 4255 (PID: 011-683-376).

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

Municipal Clerk

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 3 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
 [PID] [LEGAL DESCRIPTION]

SEE SCHEDULE

STC? YES ☐

- | 3. NATURE OF INTEREST | CHARGE NO. | ADDITIONAL INFORMATION |
|---------------------------|------------|---------------------------|
| Covenant | | SECTION 219 |
| Priority Agreement | | MTG AND AR NUMBERS |

4. TERMS: Part 2 of this instrument consists of (select one only)
 (a) ☐ Filed Standard Charge Terms D.F. No. (b) ☒ Express Charge Terms Annexed as Part 2
 A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):
OWNER, AS TO COVENANT
LENDER, AS TO PRIORITY

6. TRANSFEREE(S): (including postal address(es) and postal code(s))
THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER

355 WEST QUEENS ROAD

NORTH VANCOUVER

V7N 4N5

BRITISH COLUMBIA

CANADA

7. ADDITIONAL OR MODIFIED TERMS:
 N/A

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)

Execution Date		
Y	M	D

Transferor(s) Signature(s)

owner

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

PAGE 2 of 3 pages

Officer Signature(s)

Execution Date

Y M D

Transferor / Borrower / Party Signature(s)

lender

THE CORPORATION OF THE
DISTRICT OF NORTH VANCOUVER,
by its authorized signatories:

Mayor:

Clerk:

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**LAND TITLE ACT
FORM E****SCHEDULE**PAGE 3 OF 3 PAGES

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LANDSTC for each PID listed below? YES ☐

[PID]	[LEGAL DESCRIPTION – must fit in a single text line]
002-640-945	LOT 1 BL 4 DL 791 PLAN 15921
005-028-078	LOT 2 BL 4 DL 791 PLAN 15921
010-948-911	LOT 32 BL 4 DL 791 PLAN 4255
010-948-899	LOT 31 BL 4 DL 791 PLAN 4255
011-683-384	LOT A BL 4 DL 791 PLAN 4255
011-220-830	LOT 28 BL 4 DL 791 PLAN 4255
011-683-376	LOT 27 BL 4 DL 791 PLAN 4255

TERMS OF INSTRUMENT – PART 2

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. 79.12 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 30 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 8001 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 Section 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

- (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.

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. _____ (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.

ROCKANDEL&ASSOCIATES

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

**PUBLIC INFORMATION
MEETING SUMMARY REPORT**

To: Doug Allan, Planner, District of North Vancouver
Yashpal Parmar, President, Guildford Brook Estates Development

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

Re: 2135-2167 Mount Seymour Parkway Public Information Flip Chart Notes & Summary

Date: February 12, 2013

Event Date: Tuesday, February 5, 2013
Time: 6:30 PM – 8:30 PM
Location: Kenneth Gordon Maplewood School, 420 Seymour River Place
Attendees: Twenty-eight (28) citizens
Comment Forms: Provided to Doug Allen, District of North Vancouver Planning

NotificationFlyer 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, February 1, 2013 and Sunday, February 3, 2013.

Attendees: A total of twenty-eight (28) citizens were in attendance. In addition the following project team members, District of North Vancouver staff and a member of Council were in attendance.

District of North Vancouver

Doug Allan, Senior Development Planner
Mike Little, Councillor

Project Team

Property Owner: Guildford Brook Estates Development Corporation
Architect: Hywel Jones Architect
Landscape Architect: Meredith Mitchell, M2 Landscape Architecture & Arboriculture Ltd.

Facilitator

Catherine Rockandel, Rockandel & Associates

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

Q1: Is it going to be strata? Are there going to be rentals?

A1: Yes, it will be strata. It has not been determined what the rental policy will be

Q2: What is the construction timeline?

A2: It is 15 months

Q3: Will there be parking allowed on Frontage Road?

A3: The road has not been designed specifically to provide on-street parking but there may be an opportunity to create small bays for some on-street parking.

Q4: Where do visitors park?

A4: There are visitor parking spaces in the underground

Q5: What is the percentage of visitors parking?

A5: The parking plan has 8 spaces. The number of spaces is regulated by the Zoning Bylaw

Q6: In terms of the proposed bike lanes, does this narrow the road?

A6: No

Q7: During construction where will workers park?

A6: The workers will park on Frontage Road during construction this will not inhibit the neighbour's access to his/her property

Q8: What trees are being removed?

A8: All trees within the property boundaries will be removed

Q9: How far is the ramp for the parking lot from the corner?

A9: The entry to the parkade ramp is approximately 150 feet from the corner of the frontage road and Seymour River Place

Q10: Is the lane intended for traffic?

A10: No

Q11: What traffic mitigation measures are planned for the Mt Seymour & Frontage corner and what about for the Old Dollarton and Seymour River Place. The latter intersection is very difficult to get out of and is an accident waiting to happen

A11: The District Engineering Department is looking at a traffic circle type turnaround to more safely control turning movements at Seymour River Place and the Frontage Road intersection. No improvements to the Old Dollarton Road and Seymour River Place are presently contemplated.

Q12: When will the project start?

A12: There is a process it must go through. First it requires rezoning and issuance of a development permit by Council' and Mr. Allan indicated that the rezoning bylaw may go to Council in about 2 months. Once approved by Council it then goes through a building permit process...

Q13: What is the current number of homes on the site and how many are you planning?

A13: There are currently 7 single-family homes and we are planning a 40-unit townhouse

development with construction to start fall of 2013.

Q14: What is the cost of each unit for sale?

A14: This has yet to be determined

C15: I just want to say I like the look of the development. Several people agreed that it was a nice looking development.

C16: I think it is good that you are trying to make it affordable for young families.

C17: I like that the development fits with the OCP plans for this area

Q18: Can this school handle more families?

A18: The school site is owned by the North Vancouver School District and is leased out to a private school, Kenneth Gordon Maplewood School

Q19: Are there plans in the works to develop the other single-family homes surrounding this development?

A19: A developer would have to come forward to propose a development and the surrounding homeowners would have to agree to sell so that a developer could put together a large enough parcel to make a development feasible.

Q20: How far out on to Frontage Road does development come?

A20: The development does not come out into Frontage Road. It is contained within the property black line shown on the presentation board.

Q21: Is the lane at the back owned by the development?

A21: The District of North Vancouver owns the lane

Q22: Is the District of North Vancouver green space at the back going to be developed?

A22: It is designated as Parks, Open Space and Natural Area in the Official Community Plan and is zoned Natural Parkland. As part of the Implementation Plan for Maplewood, there will be discussions on how the District lots could be developed but that will be outside the scope of this application.

Q23: Does the DNV require the developer to maintain the lane, and will mature trees stay?

A23: No the District does not require the developer to maintain the lane and the trees will stay

Q24: How is the height of the development going to affect the sunlight for existing homes?

A24: The shadow analysis outlined on this presentation board indicates that there will be little impact because of the position of the buildings the shadows will be directed to Frontage Rd

Q25: Will CAC's be used on this project?

A25: Yes, CAC's will apply to this project. If there are specific requests for CAC's please indicate them on the comment form

Q26: Will the park stay the same or become a useful park?

A26: The District would appreciate hearing the community preference

C27: Several people commented that they preferred a natural space with forests for children to explore, build forts, to use imagination, to see animals in their natural setting,

C28: I would like to see 7 new single-family homes rather than 40 townhouse units

Q29: A question to district staff; what are the required density and set backs from the chlorine plant

A29: The site is outside of the risk contours that would limit residential density.

Q30: Where are you putting the development's wiring, is it going to be underground?

A30: Have not determined if it will go underground

Q31: On the second set of houses where are the front doors?

A31: They are off the mews

Q32: How does each unit access parking?

A32: There are common stairs and each unit has a locked door from the underground

Q33: Is the DNV restricting parking on Seymour River Place?

A33: This has not been confirmed

Q34: Is there bicycle storage?

A34: Yes, each unit has secured bike storage in underground

Q35: Will each parking spot have power to plug in cars?

A35: Yes

Q36: What other projects have you (architect) done that are similar to this one?

A36: There is Bloom, in Coquitlam at 606 Langside Ave in the Evergreen corridor and with Guildford Brook Estates there is the Cassia project in Burnaby at Hastings and Cliff Avenue

C37: I think the DNV should address the parking on east side of gravel field on Riverside. It is not safe, need to clean up shrubs, improve lighting and cross walk. A number of people agreed and added that a sign that says slow down to 30 km should be added

C38: If the District is thinking of CAC amenities they should improve the bus stop on Mount Seymour Parkway, ensure that there is a place for the bus to pull off the road to improve safety and it should be covered

C39: Another idea for an amenity contribution is to put a silencing fence along Mount Seymour Parkway

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PUBLIC HEARINGS

7:00 pm, Tuesday, September 10, 2013

Council Chamber of District Hall, 355 West Queens Road

2135 - 2167 Heritage Park Lane Rezoning Bylaw 1298

What: Public Hearing on proposed District of North Vancouver Rezoning Bylaw 1298 (Bylaw 8000)

What is it? The proposed bylaw is required to enable the redevelopment of the seven single family lots located at 2135-2167 Heritage Park Lane (formerly called the Mount Seymour Parkway "Frontage Road") for a thirty unit townhouse project.

What changes? Bylaw 8000 proposes the establishment of a new Comprehensive Development Zone 74 (CD74) to regulate the proposed development. The current properties are zoned Residential Single Family 6000 Zone (RS4).

Site Map



Proposed*



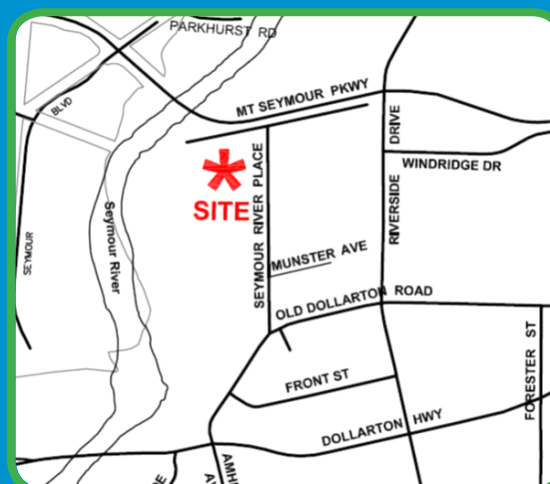
435 - 475 Seymour River Place Rezoning Bylaw 1297

What: Public Hearing on proposed District of North Vancouver Rezoning Bylaw 1297 (Bylaw 7999)

What is it? The proposed bylaw is required to enable the redevelopment of the seven single family lots between 435 and 475 Seymour River Place for a sixty-one unit townhouse project.

What changes? Bylaw 7999 proposes the establishment of a new Comprehensive Development Zone 73 (CD73) to regulate the proposed development. The current properties are zoned Residential Single Family 6000 Zone (RS4).

Site Map



Proposed*



* Provided by applicants for illustrative purposes only. The actual developments, if approved, may differ.

When can I speak? Please join us on **Tuesday, September 10, 2013** when Council will be receiving input from the public on these proposals. You can speak in person by signing up at the Hearings or by providing a written submission to the Municipal Clerk at the address below or input@dnv.org before the conclusion of the respective Hearing.

Need more info? The bylaws, Council resolutions, staff reports, and other relevant background materials are available for review by the public at the Municipal Clerk's Office or online at www.dnv.org/public_hearing. Office hours are Monday to Friday 8:00 am to 4:30 pm.

Who can I speak to? Doug Allan, Community Planner, at 604-990-2357 or alland@dnv.org.

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