

COUNCIL AGENDA/INFORMATION			
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Dept.
Manager


Director


CAO

The District of North Vancouver REPORT TO COUNCIL

December 11, 2012
File: 09.3900.01/000.000

AUTHOR: James Gordon, Municipal Clerk

SUBJECT: Bylaw 7955: District of North Vancouver Rezoning Bylaw 1286
Bylaw 7953: Mountain Highway and Fern Street Highway Closure
Bylaw 7956: Housing Agreement (Seylynn Village)
Bylaw 7957: Phased Development Agreement (Seylynn Village)
Bylaw 7958: Affordable Rental Housing Development Cost Charge Waiver

RECOMMENDATION:

THAT "The District of North Vancouver Rezoning Bylaw 1286 (Bylaw 7955)" is ADOPTED.

THAT "Mountain Highway and Fern Street Highway Closure Bylaw 7953, 2012" is ADOPTED.

THAT "Housing Agreement Bylaw 7956, 2012" is ADOPTED.

THAT "Phased Development Agreement (Seylynn Village) Bylaw 7957, 2012" is ADOPTED.

THAT "Seylynn Village Affordable Rental Housing Development Cost Charge Waiver Bylaw 7958, 2012" is ADOPTED.

BACKGROUND:

District of North Vancouver Rezoning Bylaw 1286 (Bylaw 7955) received FIRST reading and referral to a Public Hearing on October 15, 2012. A Public Hearing was held November 6, 2012. The Bylaw received SECOND reading as amended on December 3, 2012 and THIRD reading as amended on December 10, 2012. The Bylaw was approved by the Ministry of Transportation and Infrastructure on December 11, 2012 and is now ready to be considered for adoption by Council.

Mountain Highway and Fern Street Highway Closure Bylaw 7953, 2012 received FIRST reading on September 10, 2012. The Bylaw received SECOND and THIRD readings on

SUBJECT: Bylaw 7955: District of North Vancouver Rezoning Bylaw 1286
Bylaw 7953: Mountain Highway and Fern Street Highway Closure
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December 11, 2012

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October 1, 2012. The Bylaw was approved by the Ministry of Transportation and Infrastructure on November 27, 2012 and is now ready to be considered for adoption by Council.

Housing Agreement Bylaw 7956, 2012 received FIRST reading on October 15, 2012 and SECOND reading on December 3, 2012. The Bylaw received THIRD reading on December 10, 2012 and is now ready to be considered for adoption by Council.

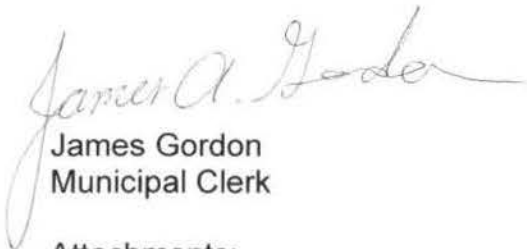
Phased Development Agreement (Seylynn Village) Bylaw 7957, 2012 received FIRST reading and referral to a Public Hearing on October 15, 2012. A Public Hearing was held November 6, 2012. The Bylaw received SECOND reading on December 3, 2012. The Bylaw received THIRD reading on December 10, 2012 and is now ready to be considered for adoption by Council.

Seylynn Village Affordable Rental Housing Development Cost Charge Waiver Bylaw 7958, 2012 received FIRST reading on October 15, 2012 and SECOND reading on December 3, 2012. The Bylaw received THIRD reading on December 10, 2012 and is now ready to be considered for adoption by Council.

Options:

1. Adopt the bylaws;
2. Abandon the bylaws at 3rd reading; or,
3. Rescind 3rd reading and debate possible amendments to the bylaws.

Respectfully submitted,



James Gordon
Municipal Clerk

Attachments:

1. The District of North Vancouver Rezoning Bylaw 1286 (Bylaw 7955)
2. Mountain Highway and Fern Street Highway Closure Bylaw 7953, 2012
3. Housing Agreement Bylaw 7956, 2012
4. Phased Development Agreement (Seylynn Village) Bylaw 7957, 2012
5. Seylynn Village Affordable Rental Housing Development Cost Charge Waiver Bylaw 7958, 2012

The Corporation of the District of North Vancouver

Bylaw 7955

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

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

1. Citation

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

2. Amendments

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

- (a) Part 2 by replacing:

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

With:

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

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

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

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

with:

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

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

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

“4B402 Comprehensive Development Zone 67 (CD67)”

Intent

The purpose of the CD67 Zone is to establish specific land use and development regulations to facilitate a multi-family residential project including a variety of housing choices, commercial uses, and public spaces in a compact, liveable neighbourhood with access to alternative transportation options. The CD67 zone is intended to permit development of up to 790 multiple family residential units and up to 1,100 m² (11,840 sq. ft.) of commercial space, all in a mix of building forms.

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

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

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

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

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

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

4B403 Interpretation

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

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

The following additional interpretations shall apply in the CD67 Zone:

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

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

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

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

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

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

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

4B404 Uses

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

a. Principle Uses:

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

b. Accessory Uses:

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

4B405 Principal Use Regulations

(1) The following regulations apply to principal uses:

- (a) All uses: all uses of land, buildings, and structures are permitted only when all aspects of the use are completely contained within an enclosed building except for:
 - i.) on-site roadways, driveways, parking and loading areas;
 - ii.) landscaped areas such as public plazas, trails, and pedestrian walkways, outdoor seating, and play areas;
 - iii.) outdoor customer service areas;
 - iv.) the display of goods limited to 5m² (54 sq.ft. per commercial purposes unit);
 - v.) outdoor amenity areas (balconies, patios or roof decks).
- (b) Residential uses: the use of land, buildings, and structures for dwelling units is permitted when the following conditions are met:
 - i.) each dwelling unit shall have access to a private outdoor amenity area (balcony, patio, or roof deck) not less than 4.5 m² (48.4 sq.ft.) in size.
 - ii.) balcony enclosures are prohibited.
- (c) Office, Personal Service, Take-out Restaurant, Retail and Service uses: the use of land, buildings, and structures for these uses is only permitted when the following conditions are met:
 - i.) Drive-through service windows and drive-through aisles are prohibited.
 - ii.) any associated outdoor customer service areas must comply with the regulations in Section 4B405(6).

- (2) Development applications in the CD67 Zone will be reviewed in conjunction with the applicable development permit guidelines, land use covenant, and development guidelines.
- (3) In no case shall more than 25% of the dwelling units in a multi-family building be multi-family flex units.
- (4) In the case of multi-family flex units, laundry facilities shall be provided for the lock-off room within the lock-off room, or, alternatively, one washing machine and one dryer shall be provided for each 20 multi-family flex units within the multi-family building in which the multi-family flex units are located.
- (5) A minimum of 500 m² (5,382 sq.ft.) of the total permissible floor area in the CD67 Zone must be used for commercial purposes.
- (6) Outdoor Customer Service Areas:

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

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

(7) Acoustical Requirements:

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

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

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

4B406 Height, Size and Density Regulations

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

(1) Height:

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

For the purposes of this section:

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

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

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

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

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

(2) Density:

In the CD67 Zone the floor space ratio shall be a maximum of 1.5. The maximum aggregate number of dwelling units shall be 275, including a maximum of 205 market condominium dwelling units and 70 affordable rental dwelling units. The maximum floor area for commercial purposes shall be 200 m² (2,153 sq. ft.)

(3) Despite Section 4B406(2) the maximum aggregate gross floor area for residential uses shall be 48,000 m² (516,668 sq. ft.) the maximum aggregate gross floor area for commercial purposes shall be 500 m² (5,382 sq. ft.) and the maximum aggregate number of dwelling units shall be increased to a total of 545 dwelling units if the following condition is met at no cost to the District:

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

(4) Despite Sections 4B406(2) and 4B406(3) the maximum aggregate gross floor area for residential uses shall be 73,400 m² (790,071 sq. ft.), the maximum aggregate gross floor area for commercial purposes shall be 1,025 m² (11,033 sq. ft.) and the maximum aggregate number of dwelling units shall be increased to a total of 790 dwelling units if the following condition is met at no cost to the District:

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

(5) Floor Space Ratio Exemptions

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

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

- (iii) An area not to exceed 2,100 m² (22,604 sq. ft.) within a single common private accessory recreation building to serve all residential units on Parcels A, C, and D as shown on the map attached labelled "Schedule B" where such recreation building shall include workout rooms, games rooms, or other uses of a social or recreational nature.
- (iv) The area within dwelling units required to achieve the District's Adaptable Design Guidelines to accommodate mobility and accessibility, to a maximum of 1.86 m² (20 square feet) for a Level 2 unit, and 4.2 m² (45 square feet) for a Level 3 unit.
- (v) The area within designated bicycle parking and storage areas, not within an individual dwelling unit, and located at or below Level 2 of a building, to a maximum of 5% of the gross floor area of the building within which the designated bicycle parking and storage area is located.
- (vi) The area within a child-care space secured by a restrictive covenant satisfactory to the District of North Vancouver and up to a maximum of 260 m² (2,799 square feet).

4B407 Landscaping Regulations

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

4B408 Flood Construction Requirements

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

4B409 Waste Disposal / Recycling Facility Regulations

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

4B410 Parking, Loading and Bicycle Parking Regulations

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

(1) Parking shall be provided as follows:

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

*GFA (Gross Floor Area).

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

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

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

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

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

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

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

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

(7) Bicycle Parking Requirements:

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

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

*GFA (Gross Floor Area)

(d) The Zoning map is amended as follows:

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

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

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

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

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

3. Repeal

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

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

READ a first time this the 15th day of October, 2012

PUBLIC HEARING held this the 6th day of November, 2012

READ a second time as amended this the 3rd day of December, 2012

READ a third time as amended this the 10th day of December, 2012

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

Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure this the 11th day of December, 2012

ADOPTED this the

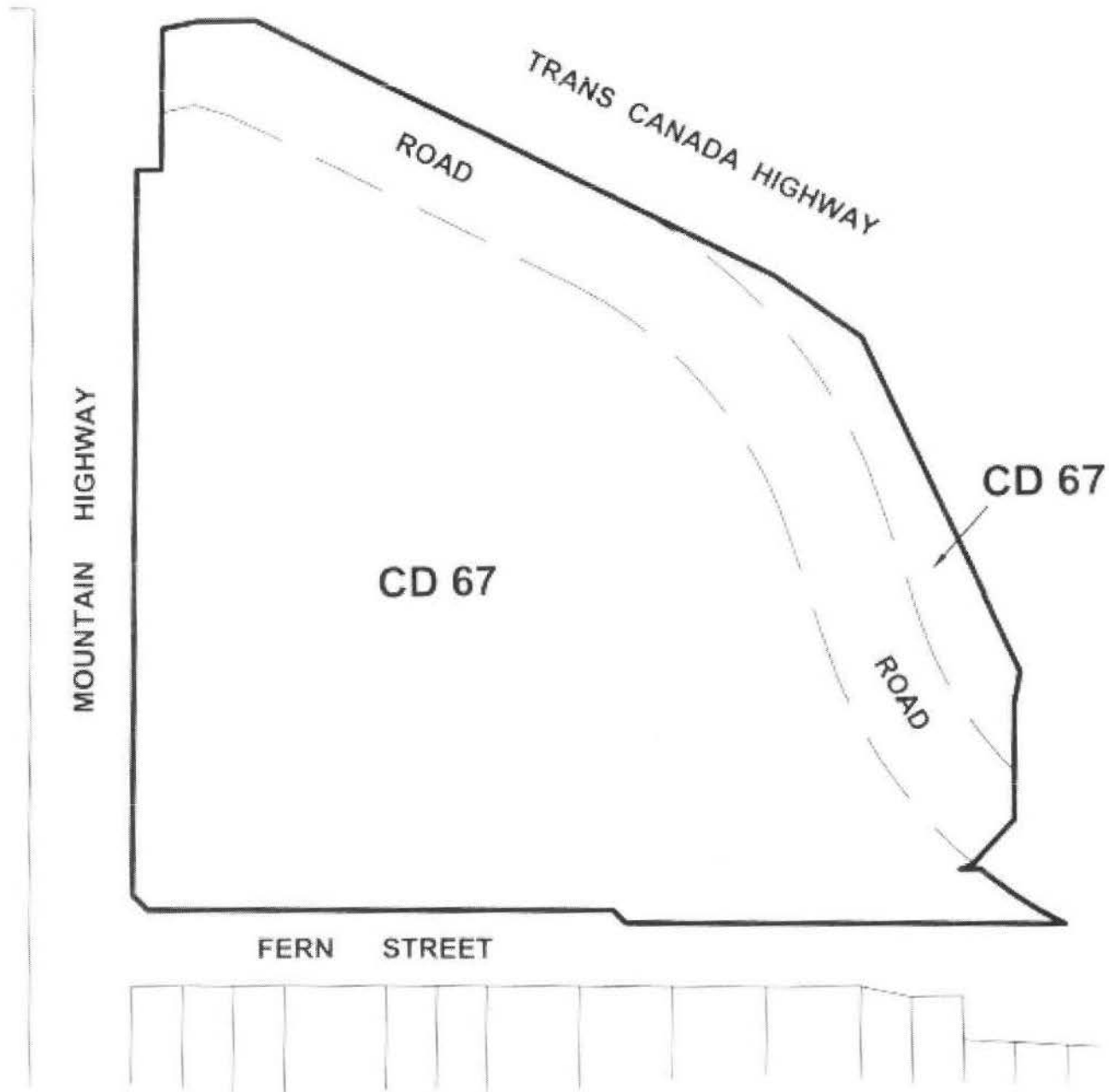
Mayor

Municipal Clerk

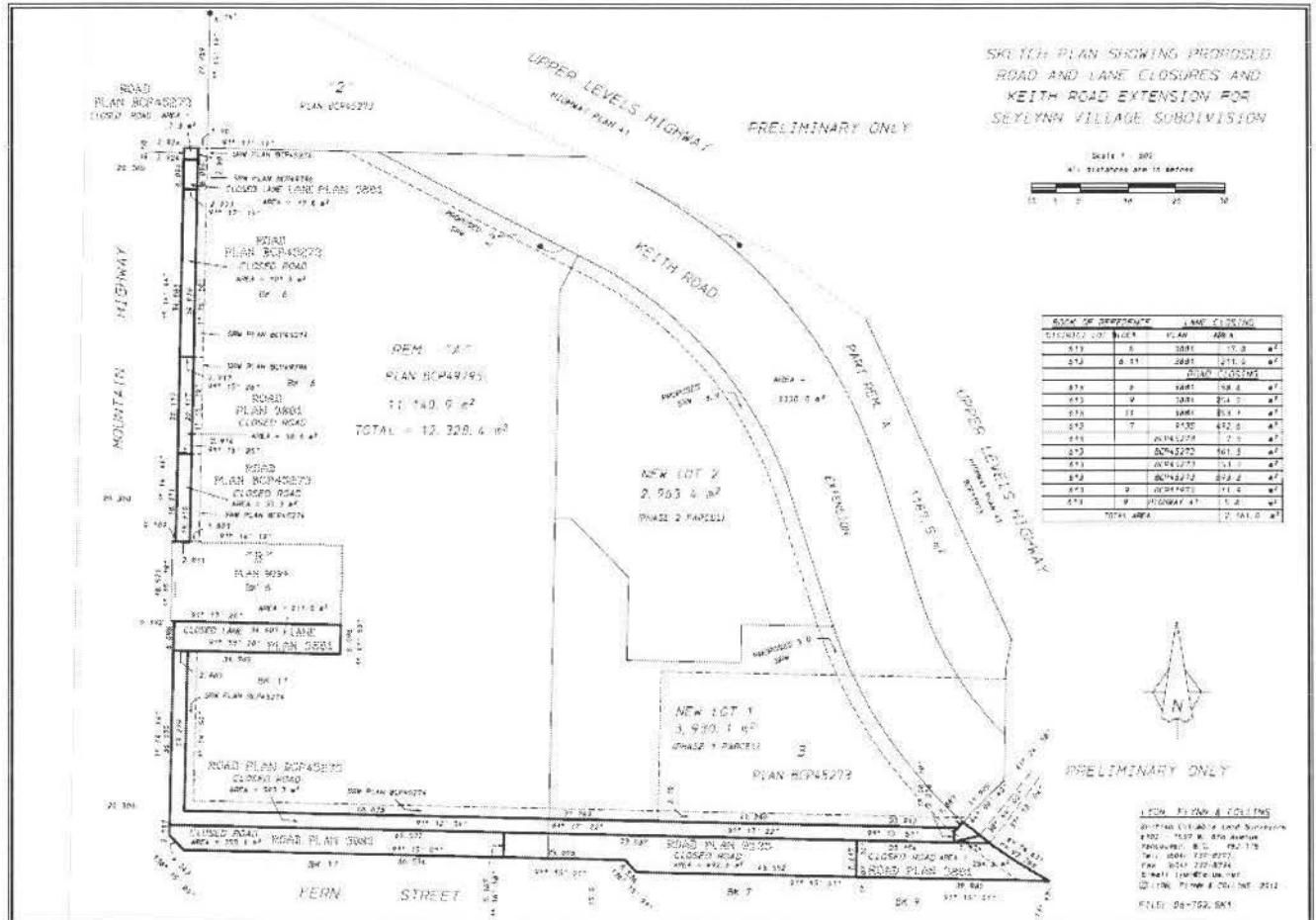
Certified a true copy

Municipal Clerk

Schedule A to Bylaw 7955



Schedule C to Bylaw 7955



The Corporation of the District of North Vancouver

Bylaw 7953

A bylaw to close and remove highway dedication

WHEREAS under the *Community Charter* the Council may close to traffic and remove the dedication of a highway; and,

WHEREAS the Council has posted and published notices of its intention to close the highway referred to in this Bylaw and remove its dedication, and has provided an opportunity for persons who consider they are affected to make representations to the Council; and,

WHEREAS the Council does not consider that the closure will affect the transmission or distribution facilities or works of utility operators;

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

1. Citation

This bylaw may be cited as "Mountain Highway and Fern Street Highway Closure Bylaw 7953, 2012".

2. Bylaw to close and remove highway dedication

2.1 The portions of highway dedicated by Plans 3881, 9135, BCP45273 and BCP11973 shown as "CLOSED LANE" and "CLOSED ROAD" on the Reference Plan, a reduced copy of which is attached to this bylaw as Schedule A, is closed to all types of traffic.

2.2 The dedication as a highway of the "CLOSED LANE" and "CLOSED ROAD" is removed.

2.3 The Mayor and Clerk are authorized to execute and delivered such transfers, deeds of land, plans and other documents as are required to effect the aforesaid closure and removal of highway dedication.

READ a first time this the 10th day of September, 2012

READ a second time this the 1st day of October, 2012

READ a third time this the 1st day of October, 2012

Certified a true copy of "Mountain Highway and Fern Street Highway Closure Bylaw 7953, 2012" as at Third Reading

Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure on the 27th day of November, 2012.

ADOPTED the

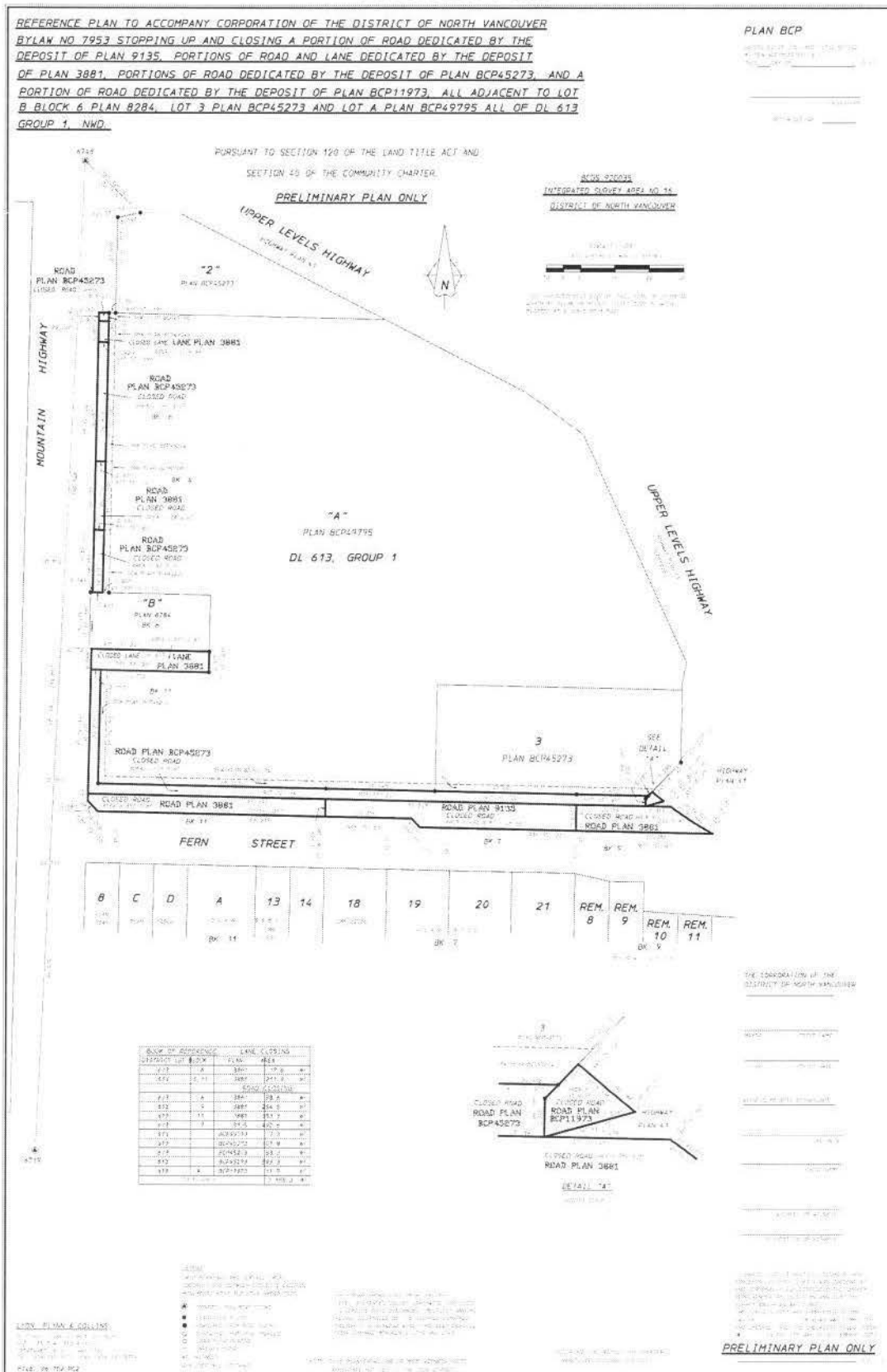
Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A Reference Plan



The Corporation of the District of North Vancouver

Bylaw 7956

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

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

1. Citation

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

2. Authorization to Enter into Agreement

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

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

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

3. Repeal

That "Housing Agreement Bylaw 5" is repealed.

READ a first time this the 15th day of October, 2012

READ a second time this the 3rd day of December, 2012

READ a third time this the 10th day of December, 2012

ADOPTED this the

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 7956

SECTION 219 COVENANT – HOUSING AGREEMENT

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

BETWEEN:

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

(the "Owner")

AND:

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

(the "District")

WHEREAS:

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

NOW THEREFORE in consideration of the mutual promises contained in it, and in consideration of the payment of \$1.00 by the District to the Owner (the receipt and sufficiency of which is acknowledged by the Owner), the parties covenant and agree with each other as follows, as a housing agreement under Section 905 of the *Local Government Act*, and as a contract and a deed under seal between the parties and the parties hereto further covenant and agree that the Lands shall not be used or built on except in accordance with this Covenant as follows:

1. DEFINITIONS

1.01 Definitions

In this agreement:

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

2. TERM

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

3. RENTAL ACCOMMODATION

3.01 Rental Accommodation

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

3.02 Binding on Strata Corporation

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

3.03 Strata Bylaw Invalid

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

3.04 No Bylaw

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

3.05 Vote

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

3.06 Notice

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

4. DEFAULT AND REMEDIES

4.01 Notice of Default

The District may, acting reasonably, give to the Owner written notice to cure a default under this Agreement within 30 days of receipt of notice. The notice must specify the nature of the default. The Owner must act with diligence to correct the default within the time specified.

4.02 Costs

The Owner will pay to the District on demand by the District all the District's costs of exercising its rights or remedies under this Agreement, on a full indemnity basis.

4.03 Damages an Inadequate Remedy

The Owner acknowledges and agrees that in the case of a breach of this Agreement which is not fully remediable by the mere payment of money and promptly so remedied, the harm sustained by the District and to the public interest will be irreparable and not susceptible of adequate monetary compensation.

4.04 Equitable Remedies

Each party to this Agreement, in addition to its rights under this Agreement or at law, will be entitled to all equitable remedies including specific performance, injunction and declaratory relief, or any of them, to enforce its rights under this Agreement.

4.05 No Penalty or Forfeiture

The Owner acknowledges and agrees that it is entering into this Agreement to benefit the public interest in providing rental accommodation, and that the District's rights and remedies under this Agreement are necessary to ensure that this purpose is carried out, and the District's rights and remedies under this Agreement are fair and reasonable and ought not to be construed as a penalty or forfeiture.

4.06 Cumulative Remedies

No reference to nor exercise of any specific right or remedy under this Agreement or at law or at equity by any party will prejudice, limit or preclude that party from exercising any other right or remedy. No right or remedy will be exclusive or dependent upon any other right to remedy, but any party, from time to time, may exercise any one or more of such rights or remedies independently, successively, or in combination. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement.

5. LIABILITY

5.01 Indemnity

Except for the negligence of the District or its employees, agents or contractors, the Owner will indemnify and save harmless each of the District and its elected officials, board members, officers, directors, employees, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of any act or omission by the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom at law the Owner is responsible or the Owner's ownership, operation, management or financing of the Seylynn Development or any part thereof.

5.02 Release

Except to the extent such advice or direction is given negligently, the Owner hereby releases and forever discharges the District, its elected officials, board members, officers, directors, employees and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns from and against all claims, demands, damages, actions or causes of action by reason of or arising out of advice or direction respecting the ownership, operation or management of the Seylynn Development or any part thereof which has been or hereafter may be given to the Owner by all or any of them.

5.03 Survival

The covenants of the Owner set out in Sections 5.01 and 5.02 will survive termination of this Agreement and continue to apply to any breach of the Agreement or claim arising

under this Agreement during the ownership by the Owner of the Lands or any Unit therein, as applicable.

6. GENERAL PROVISIONS

6.01 District's Power Unaffected

Nothing in this Agreement:

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

6.02 Agreement for Benefit of District Only

The Owner and District agree that:

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

6.03 Agreement Runs With the Lands

This Agreement burdens and runs with the Lands and any part into which any of them may be subdivided or consolidated, by strata plan or otherwise. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its successors and assigns, and all persons who acquire an interest in the Lands or in any Unit after the date of this Agreement.

6.04 Release

The covenants and agreements on the part of the Owner and any Unit Owner and herein set forth in this Agreement have been made by the Owner and any Unit Owner as contractual obligations as well as being made pursuant to Section 905 of the *Local Government Act* (British Columbia) and as such will be binding on the Owner and any

Unit Owner, except that neither the Owner nor any Unit Owner shall be liable for any default in the performance or observance of this Agreement occurring after such party ceases to own the Lands or a Unit as the case may be.

6.05 Priority of This Agreement

The Owner will, at its expense, do or cause to be done all acts reasonably necessary to ensure this Agreement is registered against the title to each Unit in the Seylynn Development, including any amendments to this Agreement as may be required by the Land Title Office or the District to effect such registration.

6.06 Agreement to Have Effect as Deed

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

6.07 Waiver

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

6.08 Time

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

6.09 Validity of Provisions

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

6.10 Extent of Obligations and Costs

Every obligation of a party which is set out in this Agreement will extend throughout the Term and, to the extent that any obligation ought to have been observed or performed prior to or upon the expiry or earlier termination of the Term, such obligation will survive the expiry or earlier termination of the Term until it has been observed or performed.

6.11 Previous Housing Agreement

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

6.12 Notices

All notices, demands, or requests of any kind, which a party may be required or permitted to serve on another in connection with this Agreement, must be in writing and may be served on the other parties by registered mail, by facsimile transmission, or by personal service, to the following address for each party:

If to the District:

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

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

If to the Owner:

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

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

If to the Unit Owner:

The address of the registered owner which appears on title to the Unit at the time of notice.

Service of any such notice, demand, or request will be deemed complete, if made by registered mail, 72 hours after the date and hour of mailing, except where there is a postal service disruption during such period, in which case service will be deemed to be complete only upon actual delivery of the notice, demand or request; if made by facsimile transmission, on the first business day after the date when the facsimile transmission was transmitted; and if made by personal service, upon personal service being effected. Any party, from time to time, by notice in writing served upon the other parties, may designate a different address or different or additional persons to which all notices, demands, or requests are to be addressed.

6.13 Further Assurances

Upon request by the District, the Owner will promptly do such acts and execute such documents as may be reasonably necessary, in the opinion of the District, to give effect to this Agreement.

6.14 Enuring Effect

This Agreement will enure to the benefit of and be binding upon each of the parties and their successors and permitted assigns.

7. **INTERPRETATION**

7.01 References

Gender specific terms include both genders and include corporations. Words in the singular include the plural, and words in the plural include the singular.

7.02 Construction

The division of this Agreement into sections and the use of headings are for convenience of reference only and are not intended to govern, limit or aid in the construction of any provision. In all cases, the language in this Agreement is to be construed simply according to its fair meaning, and not strictly for or against either party.

7.03 No Limitation

The word “including” when following any general statement or term is not to be construed to limit the general statement or term to the specific items which immediately follow the general statement or term similar items whether or not words such as “without limitation” or “but not limited to” are used, but rather the general statement or term is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of the general statement or term.

7.04 Terms Mandatory

The words “must” and “will” are to be construed as imperative.

7.05 Statutes

Any reference in this Agreement to any statute or bylaw includes any subsequent amendment, re-enactment, or replacement of that statute or bylaw.

7.06 Entire Agreement

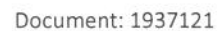
- (a) This is the entire agreement between the District and the Owner concerning its subject, and there are no warranties, representations, conditions or collateral agreements relating to this Agreement, except as included in this Agreement.
- (b) This Agreement may be amended only by a document executed by the parties to this Agreement and by bylaw, such amendment to be effective only upon adoption by District Council of a bylaw to amend Bylaw 7956.

7.07 Governing Law

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

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the *Land Title Act* Form C that is attached hereto and forms part of this Agreement.

Road Closure Plan



The Corporation of the District of North Vancouver

Bylaw 7957

A bylaw to authorize a phased development agreement

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

1. Citation

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

2. Phased Development Agreement (Seylynn Village)

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

3. Repeal

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

READ a first time this the 15th day of October, 2012

PUBLIC HEARING held this the 6th day of November, 2012

READ a second time this the 3rd day of December, 2012

READ a third time this the 10th day of December, 2012

ADOPTED this the

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 7957

PHASED DEVELOPMENT AGREEMENT

THIS AGREEMENT dated for reference the 15th day of October, 2012 is

BETWEEN:

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

(the "District")

AND:

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

(the "Owner")

WHEREAS:

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

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

INTERPRETATION OF AGREEMENT

1. In this Agreement:

- (a) “*Default Notice*” has the meaning given to it in section 6 herein;
- (b) “*Development Covenant*” means the covenant under section 219 of the *Land Title Act* dated for reference October 15th, 2012 granted by the Owner to the District and registered at the Lower Mainland Land Title Office against the Lands under number _____;
- (c) “*Lands*” means:
 - i. Lot A, District Lot 613, Group 1, New Westminster District, Plan BCP49795 (PID 028-737-172);
 - ii. Lot B, Block 6, District Lot 613, Plan 8284 (PID 010-168-265);
 - iii. Lot 3, District Lot 613, Group 1, New Westminster District, Plan BCP45273 (PID 028-278-984); and
 - iv. the portions of municipal road and lane outlined in bold on the road closure plan attached and labelled Schedule A;
- (d) “*Lynnmour Connector Trail*” means the public trail connecting Lynnmour Elementary School in the north and to Phibbs Exchange in the south to be constructed and installed by the Owner pursuant to the provisions set out in the Development Covenant;
- (e) “*Specified Zoning Bylaw Provisions*” means sections 4B404, 4B405 and 4B406 of the Zoning Amendment Bylaw;
- (f) “*Zoning Amendment Bylaw*” means District of North Vancouver Rezoning Bylaw 1286 (No. 7955, 2012);
- (g) “*Zoning Bylaw*” means the District of North Vancouver Zoning Bylaw No. 3210, 1965 as *modified* by the Zoning Amendment Bylaw and as further amended, consolidated, re-enacted or replaced from time to time.

APPLICATION OF AGREEMENT

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

BYLAW AMENDMENTS NOT TO APPLY

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

TERM OF AGREEMENT

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

AMENITIES AND FEATURES OF THE DEVELOPMENT

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

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

ASSIGNMENT OF AGREEMENT

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

AMENDMENT OF AGREEMENT

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

GENERAL TERMS AND CONDITIONS

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

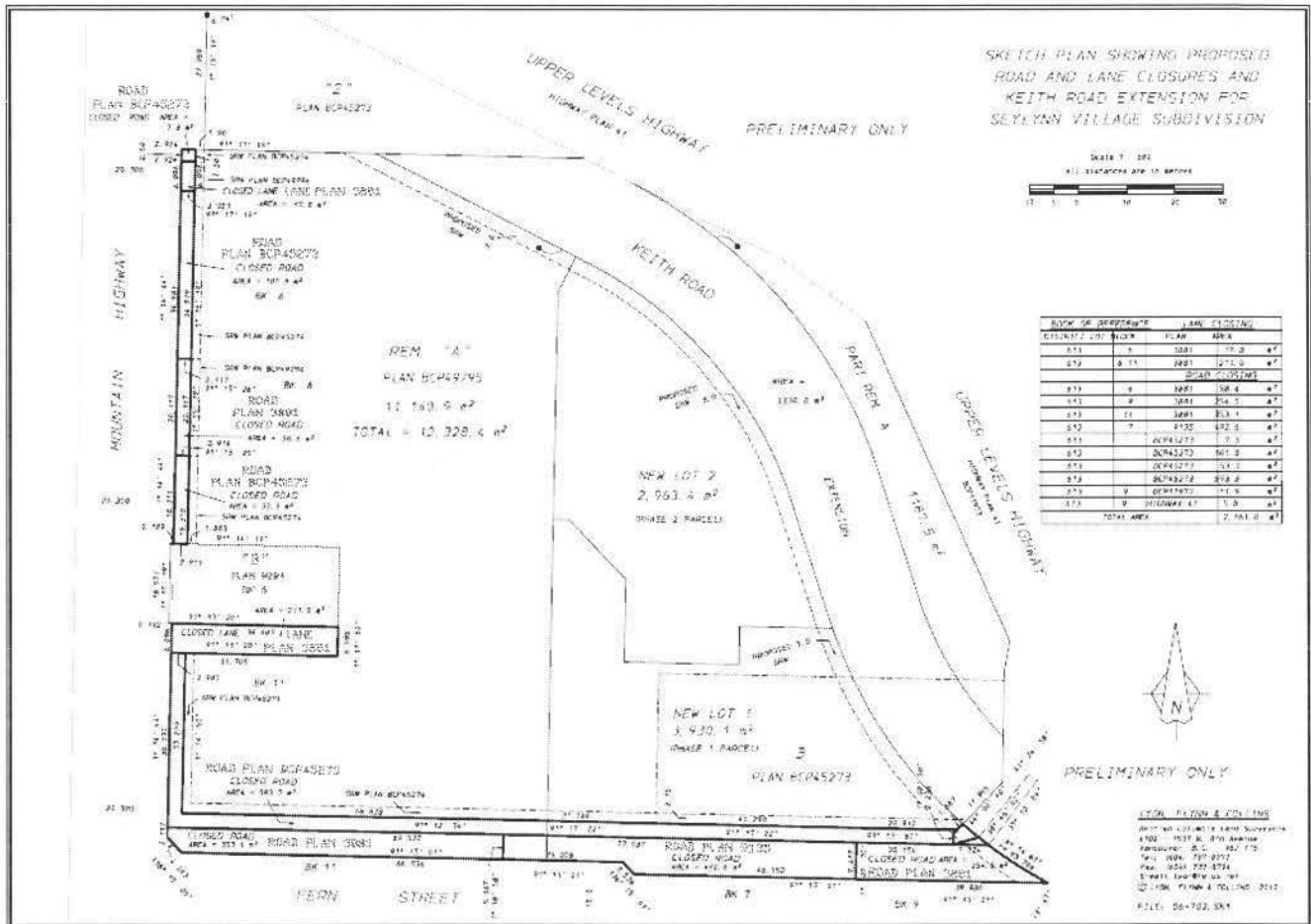
- (d) any wrongful act, omission or negligence of the Owner or its directors, officers, employees, agents, contractors, subcontractors, licensees, or others for whom they are responsible in law with respect to the covenants and obligations of the Owner pursuant to this Agreement.
22. This indemnity shall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

THE DISTRICT OF NORTH VANCOUVER
by its authorized signatories:

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

Schedule A to the Phased Development Agreement

Survey Plan



The Corporation of the District of North Vancouver

Bylaw 7958

A bylaw to waive Development Cost Charges

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

1. Citation

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

2. Waiver

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

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

3. Repeal

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

READ a first time this the 15th day of October, 2012

READ a second time this the 3rd day of December, 2012

READ a third time this the 10th day of December, 2012

ADOPTED this the

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 7958

