



AGENDA INFORMATION

Regular Meeting Date: APRIL 27, 2015
 Workshop (open to public) Date: _____


Fol
Dept.
Manager


Director


CAO

**The District of North Vancouver
REPORT TO COUNCIL**

April 17, 2015
File: 3060-20/60.10

AUTHOR: Erik Wilhelm, Development Planner

SUBJECT: **BYLAW 7984 (REZONING BYLAW 1291) &
BYLAW 8081 (HOUSING AGREEMENT BYLAW):
3568-3572 MOUNT SEYMOUR PARKWAY REZONING**

RECOMMENDATION:

It is recommended that

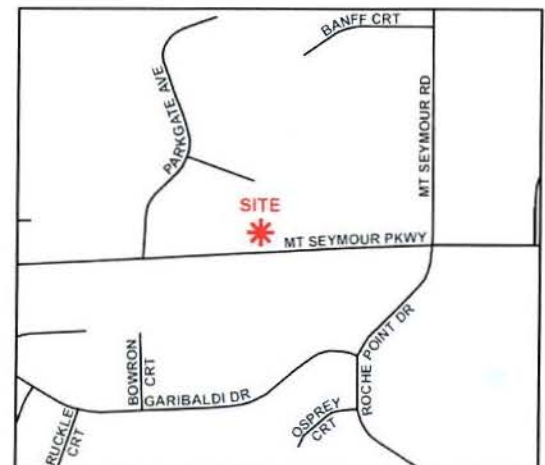
1. Bylaw 7984, which amends the Zoning Bylaw to rezone the properties at 3568 and 3572 Mount Seymour Parkway from Single-Family Residential 7200 Zone (RS3) to Comprehensive Development 70 (CD70) to permit an 8 unit townhouse project, be given First Reading;
2. Bylaw 7984 be referred to a Public Hearing;
3. Bylaw 8081, which authorizes a Housing Agreement to prevent future rental restrictions, be given First Reading.

REASON FOR REPORT:

The proposed townhouse project requires Council's consideration of Bylaw 7984 to rezone the subject properties. Bylaw 8081 is to implement the District's Strata Rental Protection Policy for the proposed project.

SUMMARY:

AMCO Holdings Corporation has applied for rezoning of two single family properties and issuance of a development permit to allow an 8 unit ground-oriented townhouse project at 3568 and 3572 Mount Seymour Parkway. The proposal complies with the OCP designation and is recommended for introduction and referral to Public Hearing.



BACKGROUND:

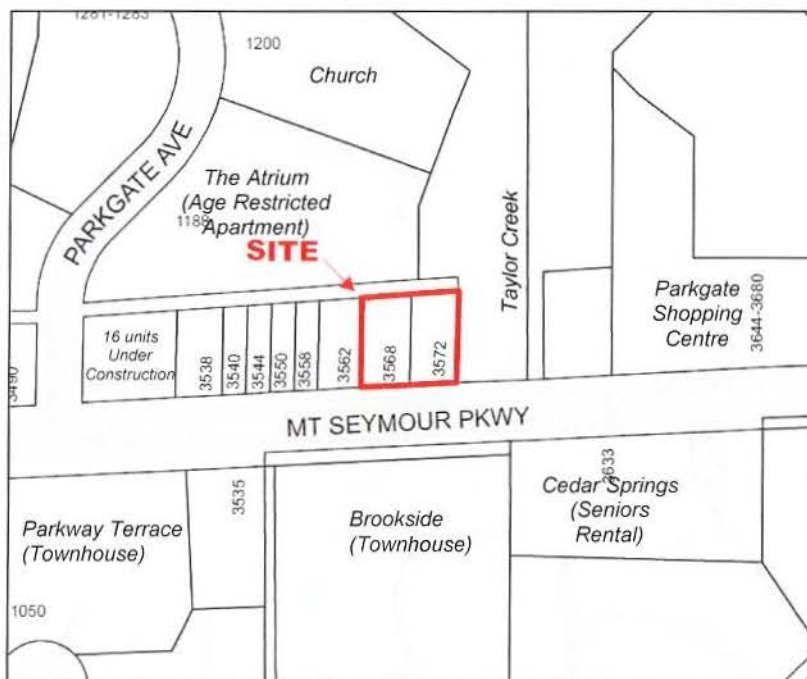
The original application included 12 townhouse units with underground parking. The previous development proposal was circulated to staff, local residents and the Advisory Design Panel and a facilitated Public Input Meeting was held in 2012. There were a number of urban design and vehicle access considerations requiring revision; accordingly, the development was redesigned to the proposed 8 unit configuration accessed from the lane.

ANALYSIS:

Site and Surrounding Area:

The development site is currently two developed single family lots on the north side of Mount Seymour Parkway close to Parkgate Centre. Taylor Creek is east of the site.

Surrounding development consists of single family residences to the west (these properties have the same transitional multifamily designation in the OCP), multi-family townhouses across Mount Seymour Parkway to the south, and multi-family apartments to the northwest (The Atrium). A 16 unit townhouse development is currently under construction at the intersection of Parkgate Avenue and Mt. Seymour Parkway on the opposite end of this block. The site map provides an indication of surrounding uses.



EXISTING POLICY:

Official Community Plan

The site is designated Residential Level 4: Transition Multi Family in the Official Community Plan. This designation envisions a mix of townhouse and apartment developments in close proximity to centres and corridors with a density of up to approximately 1.2 FSR. For reference, the properties were designated Multi Family Residential, with densities up to 1.2 FSR, in the Seymour Local Plan.

The proposed FSR for the development is approximately 1.0; accordingly, the proposal is in keeping with the OCP density designated for the site and the north side of Seymour Parkway within the 3500 block.

Zoning

The site is currently zoned Single-Family Residential 7200 (RS3). For the proposal to proceed, the site must be rezoned to permit ground-oriented multi-family housing and Bylaw 7984 (Attachment 1) creates a new Comprehensive Development Zone 70 (CD70) for this purpose.

Strata Rental Protection Policy

Corporate Policy 8-3300-2 (“Strata Rental Protection Policy”) applies to this project because the rezoning application would permit development of more than five units. Bylaw 8081 (Attachment 2) is a Housing Agreement that will ensure strata bylaws cannot prevent owners from renting out their units.

Project Description:

The proposed development consists of 8 townhouse units arranged in three buildings separated by an auto courtyard. The largest of the three buildings, which provides for 6 of the 8 units, is located on the east side of the development site. The proposed FSR for the development is approximately 1.0.

The development maintains an average 15 m riparian setback from Taylor Creek in accordance with the Streamside Protection Development Permit Area guidelines.

Vehicular access is to be provided from the rear lane that begins at Parkgate Avenue following a ‘sensitive lane design’ agreed to through the development on the west end of the block at 3508 Mt. Seymour Parkway.



There will be no trees removed from the Atrium’s property north of the lane or any private property south of the lane. The lane design is specifically designed to maintain as many trees as possible while still maintaining a useable travel lane.

The units are all three bedroom units, ranging in area from 1,557 to 1,953 square feet. Balconies and ground floor outdoor patios are provided for each of the units. The buildings within the development range in height from approximately 35 feet to 42 feet. The two shorter buildings are located on the west side of the development in order to address the temporary transition to single-family residences while recognizing the adjacent OCP designation allowing townhomes as a future land use.

The adjacent sketch illustrates the proposal as viewed from Mount Seymour Parkway. There are two units which face to Mt. Seymour Parkway which provides a presence to the Parkway while providing generous building separation and a welcoming pedestrian entrance. The setback to the property line facing Mt. Seymour Parkway is approximately 5.51 m. (18.1 ft). The 'entrance feature'



landscaping separates the sidewalk from the development. Reduced plans of the development proposal are attached as Attachment 3.

Two parking stalls, for residents, are provided at ground level beneath each unit. There are two designated visitor spaces for the eight unit development. The parking provided is in compliance with the zoning bylaw's multi-family parking requirements. Residential loading is expected to occur in the internal driveway, at the rear lane and short-term loading within a pull-out located on Mt. Seymour Parkway.

Bylaw 7984

To implement this project, Bylaw 7984 (Attachment 1) creates a new Comprehensive Development Zone 70 (CD70). This new zone:

- establishes ground-oriented multiple family residential use as the permitted use;
- limits the number of units to 8;
- establishes a maximum building height of 13.56m (44.5 feet) for the east building, and 11.53m (35.83 feet) for the west buildings;
- sets building and site coverage at 35% and 80%, respectively;
- establishes acoustic regulations;
- identifies community amenity contribution of \$48,075.00;
- establishes building setbacks;
- establishes a riparian area setback averaging 15 metres; and
- requires parking in accordance with Part 10 of the zoning bylaw.

Bylaw 8081: Housing Agreement Bylaw

Bylaw 8081 implements the District's Strata Rental Protection Policy, which prevents owners of new condominium units from restricting unit rentals by strata corporation bylaw. The bylaw authorizes a Housing Agreement substantially in the form appended to the bylaw.

Development Permit Area Guidelines

The site is within the following development permit areas:

- Form and Character (Ground-Oriented Housing);
- Energy and Water Conservation and Greenhouse Gas Emission Reductions;
- Wildfire Hazard;
- Creek Hazard (eastern portion of 3572 Mt. Seymour Parkway); and
- Streamside Protection (3572 Mt. Seymour Parkway only).

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

Acoustic Regulations

The CD70 zoning bylaw includes the District's residential acoustic regulations for maximum noise levels in bedrooms, living areas and other areas of the residential units and the application will be required to meet these levels.

Community Amenity Contributions (CACs)

As the subject property requires rezoning, the applicant will be contributing \$5 per square foot for increased residential floor area in accordance with the District's Community Amenity Policy. CD70 zoning bylaw specifies provision of \$48,075.00 of CACs in order to achieve maximum density in the zone. CD70 identifies that the CACs may be used for public art, park, trail, environmental or other public realm improvements, municipal of recreation service or facility improvements and/or the affordable housing fund.

Concurrence

Staff:

The project has been reviewed by staff from Building, Parks, Engineering, Urban Design Planning, Fire and Transportation Planning. Transportation Planning supports providing vehicle access to the project via the undeveloped lane north of the subject site as direct driveway access off Mount Seymour Parkway is not supported. The Seymour Local Plan reference policy document similarly supports access off the lanes to developments on the north side of Mount Seymour Parkway.

The laneway design includes:

- Reduced lane pavement width of 4 metres;
- Allowance for a meandering/flexible lane design, with potential space for landscape pockets to preserve existing nearby trees and passing lane pull-outs; and
- Cedar fencing along the laneway (i.e. the northern boundary along The Atrium's southern property line).

The applicant will include tree replacement for any trees removed from the unopened lane. Given the sensitive laneway design, none of the 76 trees in the Atrium back yard facing the lane will be impacted. Approximately 14 trees which have been reviewed by a professional arborist will be removed to construct the lane. Additional trees will be planted within the landscape pockets to provide additional foliage buffer for Atrium residents.

Access and Traffic

A traffic impact assessment report prepared by Bunt Engineering was submitted by the applicant. The intersection at Parkgate Avenue and Mt. Seymour Parkway was reviewed and found to function at an acceptable level given the existing and projected/future traffic volumes. Specifically, the report states "that the additional traffic generated by the development would have negligible impact on operation at this intersection".

CONSTRUCTION TRAFFIC MANAGEMENT PLAN:

In order to reduce development's impact on pedestrian and vehicular movements, the developer is required to provide a 'Construction Traffic Management Plan' as a condition of a Development Permit. The Construction Traffic Management Plan must minimize construction impacts on pedestrian movement and vehicular traffic along Mt. Seymour Parkway.

During construction the development site will be accessed from Mt. Seymour Parkway utilizing one of the existing driveway let downs. The lane will be constructed in the later phase of the development in order to minimize construction disruption to neighbours to the north and west. The plan is required to be approved by the District prior to issuance of a Building Permit.

In particular, the 'Construction Traffic Management Plan' must:

1. Limit sidewalk closures to those necessary for sidewalk upgrades along Mt Seymour Parkway and include measures to reduce any impacts to traffic and pedestrians;
2. Outline roadway efficiencies (i.e. location of traffic management signs and flaggers);
3. Provide a point of contact for all calls and concerns;
4. Provide a sequence and schedule of construction activities;
5. Identify methods of sharing construction schedule with other developments in the area;
6. Define locations for truck marshalling and trade vehicle parking which are acceptable to the District and minimize impacts to neighbourhoods; and
7. Include a communication plan to notify surrounding businesses and residents.

With respect nearby development, construction of the 16 unit townhouse project at 3503 Mt. Seymour Parkway would be completed prior to any development activities related to the proposal.

Conclusion

This rezoning proposal for 8 townhouses is in conformity with the Official Community Plan and applicable development permit guidelines. Bylaws 7984 and 8081 are ready for Council consideration.

Options

The following options are available for Council's consideration:

1. Introduce Bylaws 7984 and 8081 and refer Bylaw 7984 to a Public Hearing (staff recommendation); or
2. Defeat Bylaws 7984 and 8081 at First Reading.



Erik Wilhelm
Development Planner

- Attachments:
- 1 – Bylaw 7984
 - 2 – Bylaw 8081
 - 3 – Reduced Plans of the Development Proposal
 - 4 – Facilitator's Summary of Public Information Meeting

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

The Corporation of the District of North Vancouver

Bylaw 7984

A bylaw to amend The District of North Vancouver Zoning Bylaw 3210, 1965 to rezone residential properties at Lots G and H of Lot 1, Blocks 5 to 7, District Lot 622, Plan 18116, PID 002-467-984 and 007-197-705 (3568-3572 Mt. Seymour Parkway)

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

1. Citation

This bylaw may be cited as “The District of North Vancouver Rezoning Bylaw 1291 (Bylaw 7984)”.

2. Amendments

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

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

“Comprehensive Development Zone CD70”

2.1.2 Part 4B by inserting the following:

“4B70 Comprehensive Development Zone 70 (CD70)”

4B70-1 Intent

The purpose of the CD70 Zone is to establish specific land use and development regulations for a ground-oriented townhouse project consisting of not more than 8 dwelling units on Mount Seymour Parkway.

4B70-2 Uses

The following *principal uses* shall be permitted in the Comprehensive Development 70 Zone:

(a) Uses Permitted without Conditions:

Residential building, multiple-family townhouse

(b) Conditional Uses:

Not applicable

4B70-3 Conditions of Use:

Not applicable.

4B70-4 Accessory Use:

- (a) *Accessory Uses* are permitted and are limited to:
 - (i) Home Occupations in accordance with the regulations in Section 405 of the Zoning Bylaw, 1965

4B70-5 Density:

- (a) The maximum permitted density in the CD70 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, electrical/mechanical rooms, garbage and recycling collection areas, deck area, and area beneath a deck, is exempted; and
- (c) Deck and balcony enclosures are not permitted.

4B70-6 Amenities:

Despite subsection 4B70-5, density in the CD70 Zone is increased to a maximum floor space ratio of 1.05 FSR, inclusive of any density bonus for energy performance, if the owner:

1. Enters into a Housing Agreement requiring a rental disclosure statement to be filed and prohibiting any strata bylaw or regulation establishing rental restrictions; and
2. Contributes \$48,075 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; park, trail, environmental or other public realm improvements; municipal or recreation service or facility improvements; and/or the affordable housing fund.

4B70-7 Maximum Principal Building Size

Not applicable.

4B70-8 Setbacks

a)

| Setback | Buildings and Structures |
|-----------------------|---|
| Front Yard | <ul style="list-style-type: none">• Minimum: 5.51 m (18.1 ft)• Maximum: Not applicable• Upper storey cantilevered features may extend into the front yard setback by a maximum of 0.3 m (1 ft). |
| Lane | Minimum: 2 m (6.56 ft) |
| West Side Yard | Minimum: 1.60 m (5.25 ft) |
| East Side Yard | Minimum setback must be no less than an average of 15 m (49.21 ft) from the Top of Bank of Taylor Creek and must comply with the Top of Bank setback drawing attached as Schedule B to this bylaw. |

b) The front yard setback is not applicable to trellises.

4B70-9 Building Orientation

Not applicable.

4B70-10 Building Depth and Width

Not applicable.

4B70-11 Coverage

- a) Building Coverage shall not exceed a maximum of 35%.
- b) Site Coverage shall not exceed a maximum of 80%.

4B70-12 Height

- a) The maximum building height, measured from the average natural grade, for the eastern building is 13.56 meters (44.5 feet); and
- b) The maximum building height, measured from the average natural grade, for the western buildings is 11.53 meters (37.83 feet).

4B70-13 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 |

4B70-14 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 within a building shall be screened with landscaping or fencing in accordance with an approved landscape plan.

4B70-15 Subdivision Requirements

Not applicable.

4B70-16 Additional Accessory Structure Regulations

Not applicable.

4B70-17 Parking and Loading Regulations

- a) Parking spaces and drive aisle regulations shall be provided in accordance with Part 10 of this Bylaw.”

2.1.3 The Zoning Map is amended in the case of the lands in Schedule A, by rezoning the land outlined in red from Residential Single Family Residential 7200 Zone (RS3) to Comprehensive Development 70 (CD70).

READ a first time

PUBLIC HEARING held

READ a second time

READ a third time

ADOPTED

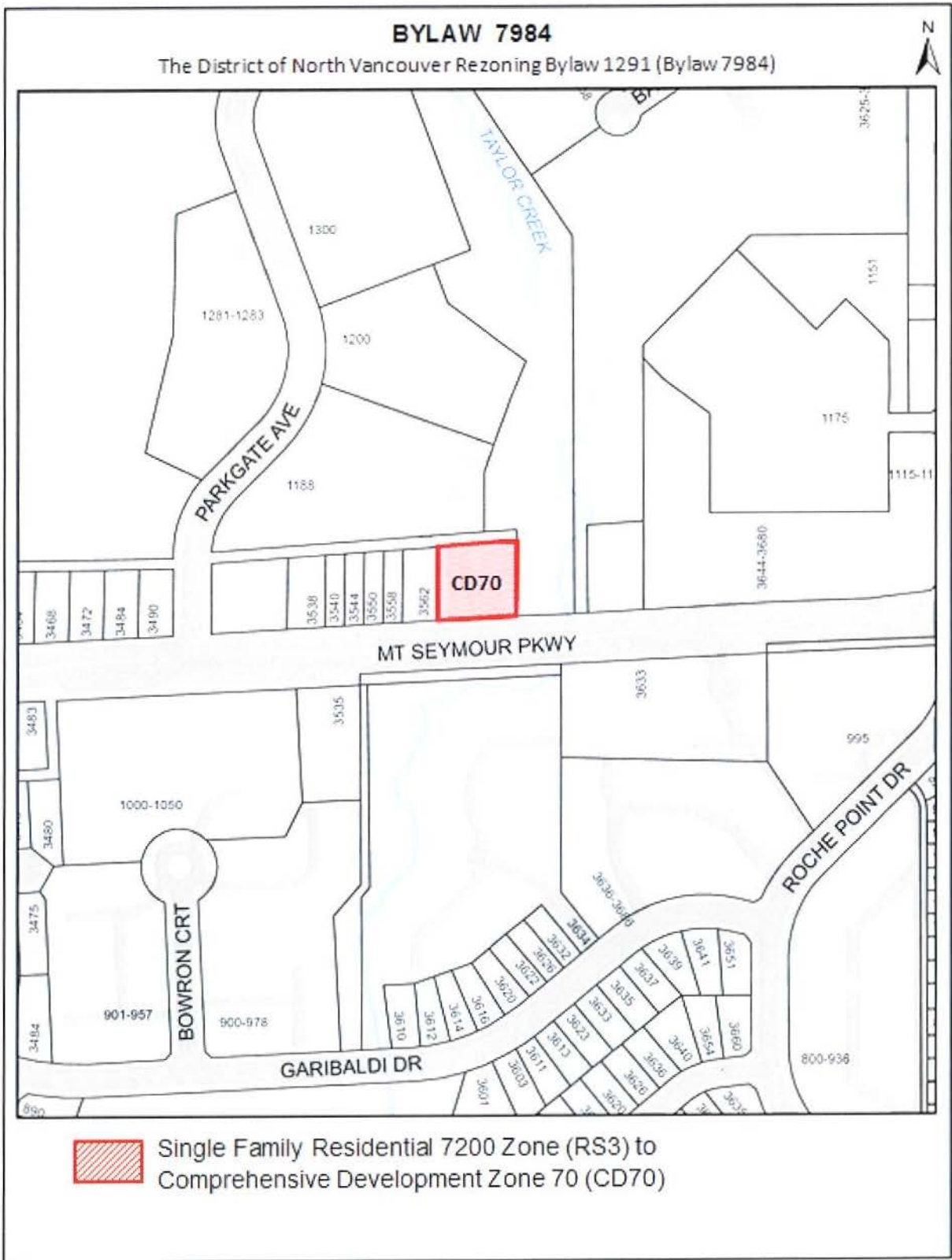
Mayor

Municipal Clerk

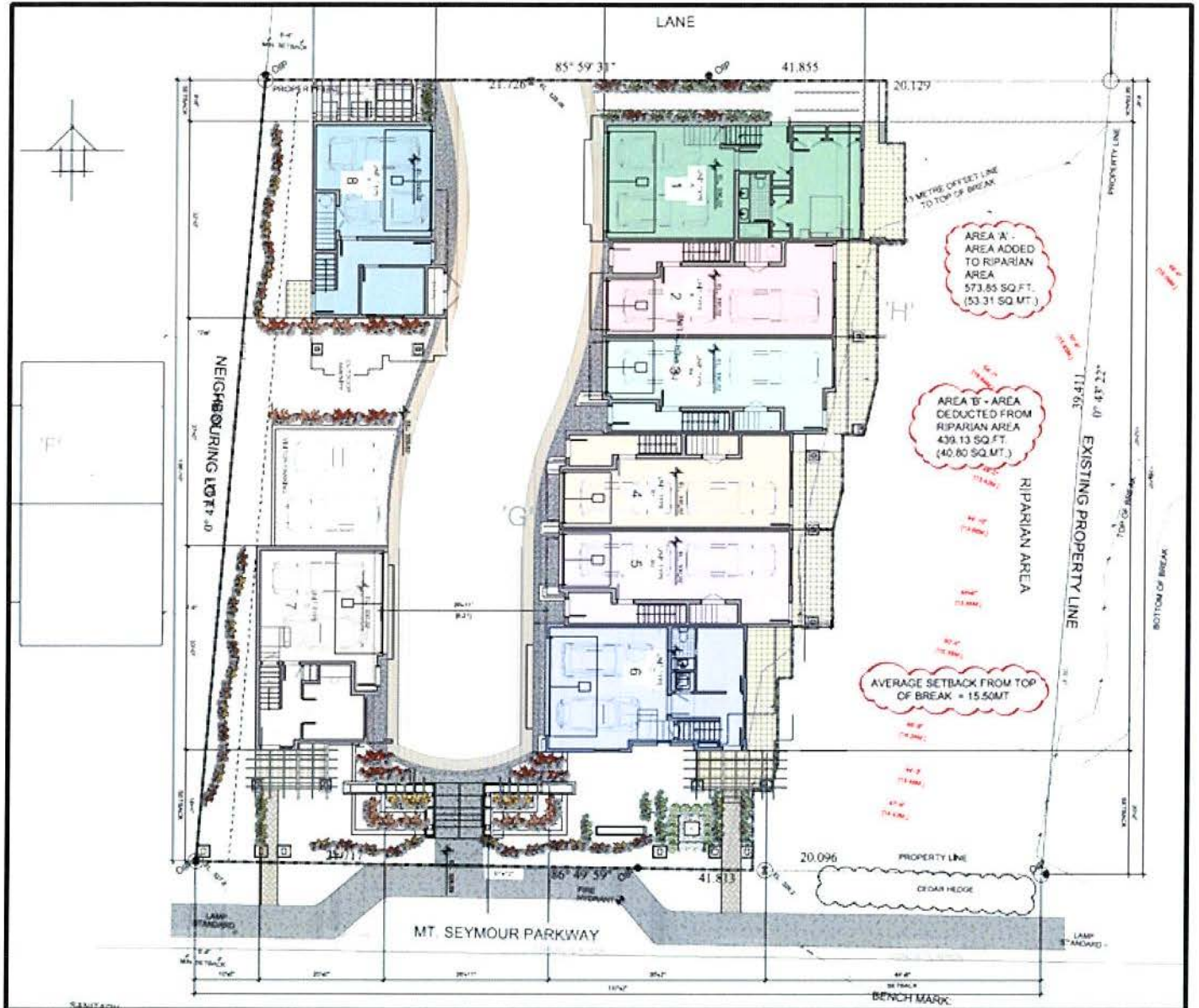
Certified a true copy

Municipal Clerk

Schedule A to Bylaw 7984



Schedule B to Bylaw 7984
 "Top of Bank Setback Drawing"



The Corporation of the District of North Vancouver

Bylaw 8081

A bylaw to enter into a Housing Agreement (3568-3572 Mt. Seymour Parkway)

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

1. Citation

This bylaw may be cited as "Housing Agreement Bylaw 8081, 2014 (3568-3572 Mt. Seymour Parkway)".

2. Authorization to Enter into Agreement

The Council hereby authorizes a housing agreement, substantially in the form attached to this Bylaw as Schedule "A" between The Corporation of the District of North Vancouver and Amco Holdings Corp., Inc. No BC0817303 with respect to the following lands:

- a) PID 002-467-984, Lot G of Lot 1, Blocks 5 to 7, District Lot 622, Plan 18116; and
- b) PID 007-197-705, Lot H of Lot 1, Blocks 5 to 7, District Lot 622, Plan 18116.

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

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule "A" to Bylaw 8081

SECTION 219 COVENANT – HOUSING AGREEMENT

This agreement dated for reference the __ day of _____, 20__ is

BETWEEN:

AMCO HOLDINGS CORP., INC. No BC0817303, a corporation incorporated under the laws of the Province of British Columbia with an office at 208 – 5945 Kathleen Avenue, Burnaby, BC V5H 4J7

(the "Owner")

AND:

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

(the "District")

WHEREAS:

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

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

1. **DEFINITIONS**

1.01 Definitions

In this agreement:

- (a) “*Development Permit*” means development permit No. _____ issued by the District;
- (b) “*Lands*” means land described in Item 2 of the *Land Title Act* Form C to which this agreement is attached;
- (c) “*Proposed Development*” means the proposed development containing not more than 8 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 8081 and remain in effect until terminated by the District as set out in this Agreement.

3. **RENTAL ACCOMODATION**

3.01 Rental Disclosure Statement

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

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

3.02 Rental Accommodation

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

3.03 Binding on Strata Corporation

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

3.04 Strata Bylaw Invalid

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

3.05 No Bylaw

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

3.06 Vote

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

3.07 Notice

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

4. DEFAULT AND REMEDIES

4.01 Notice of Default

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

4.02 Costs

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

4.03 Damages an Inadequate Remedy

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

4.04 Equitable Remedies

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

4.05 No Penalty or Forfeiture

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

4.06 Cumulative Remedies

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

5. **LIABILITY**

5.01 Indemnity

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

5.02 Release

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

5.03 Survival

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

6. GENERAL PROVISIONS

6.01 District's Power Unaffected

Nothing in this Agreement:

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

6.02 Agreement for Benefit of District Only

The Owner and District agree that:

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

6.03 Agreement Runs With the Lands

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

6.04 Release

The covenants and agreements on the part of the Owner and any Unit Owner and herein set forth in this Agreement have been made by the Owner and any Unit Owner as contractual obligations as well as being made pursuant to Section 905 of the *Local Government Act* (British Columbia) and as such will be binding on the Owner and any Unit Owner, except that neither the Owner nor any Unit Owner shall be liable for any default in the performance or observance of this Agreement occurring after such party ceases to own the Lands or a Unit as the case may be.

6.05 Priority of This Agreement

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

6.06 Agreement to Have Effect as Deed

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

6.07 Waiver

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

6.08 Time

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

6.09 Validity of Provisions

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

6.10 Extent of Obligations and Costs

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

6.11 Previous Housing Agreement

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

6.12 Notices

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

If to the District:

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

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

If to the Owner:

Attention:
Facsimile: (604)

If to the Unit Owner:

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

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

6.13 Further Assurances

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

6.14 Enuring Effect

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

7. **INTERPRETATION**

7.01 References

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

7.02 Construction

The division of this Agreement into sections and the use of headings are for convenience of reference only and are not intended to govern, limit or aid in the construction of any

provision. In all cases, the language in this Agreement is to be construed simply according to its fair meaning, and not strictly for or against either party.

7.03 No Limitation

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

7.04 Terms Mandatory

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

7.05 Statutes

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

7.06 Entire Agreement

- (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 8081.

7.07 Governing Law

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

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

CONSENT AND PRIORITY AGREEMENT

GIVEN THAT:

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

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

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

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



1 STREET ELEVATION - ALONG MT. SEYMOUR PKWY
A-303 1/16" = 1'-0"

NOTES

- SCHEDULE OF FINISHES
- 1 ALPHA 1 SHINGLE & ROOF AND GRY TRICOLOUR BLACK
 - 2 HORIZONTAL WADE K. AN CLADDING 18" EXP. WAP - ACAD. RUSTIC
 - 3 VERTICAL HIVEN PLANK CLADDING 18" EXP. WAP - YELLOW STONE RUSTIC
 - 4 BOARD - HARDE BOARD & BATTEN, WAP - YELLOW STONE RUSTIC
 - 5 DECORATIVE WOOD BRACKET, EXPOSED EXTERIOR SUPPORTS, TRUSSSES, WOOD COLUMNS (CLEAR STAIN FINISH)
 - 6 WASHED TRUCK DOOR, BEAUMER MOORE
 - 7 GARAGE DOOR
 - 8 VINYL WINDOW FRAME, BEAUMER MOORE 2" X 10 BLACK MATR
 - 9 1" PAPA BOARD, WAP - CLEAR FINISH
 - 10 DOOR & WINDOW TRIM, BEAUMER MOORE & CO. 70 BARRIN ISLAND
 - 11 STONE CLADDING ROYAL CULTURED STONE - ASPEN COUNTRY LEISURESTONE

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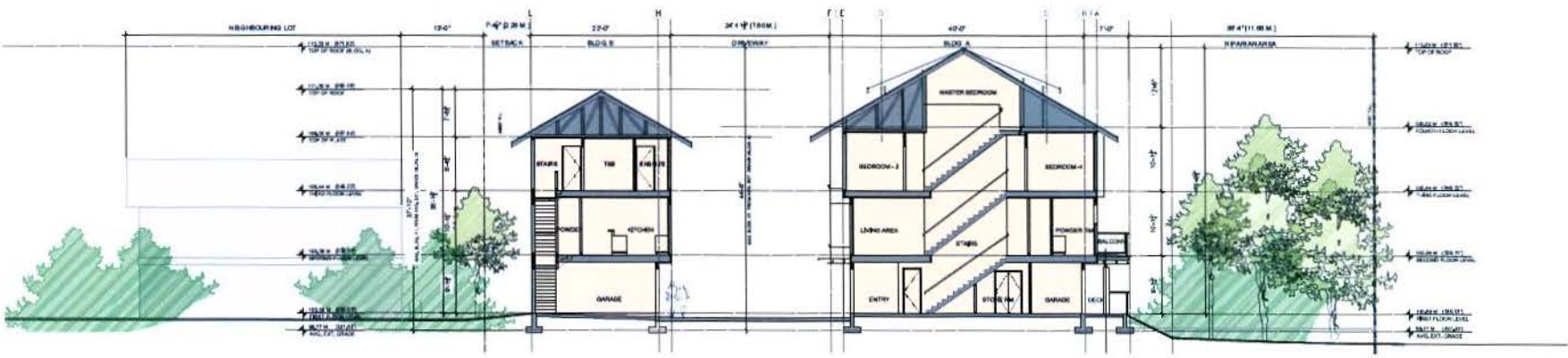
1080 WEST BELL ROAD
116 WARD STREET, VANCOUVER, B.C. V6P 4G6
TEL: 604.271.1111
WWW.DFARCHITECTURE.COM

11
3860 - 3872, MT. SEYMOUR PKWY.,
NORTH VANCOUVER, B.C.

AMCO HOLDINGS CORP.
1770 BELL AVENUE,
VANCOUVER, B.C.
V6P 2J8

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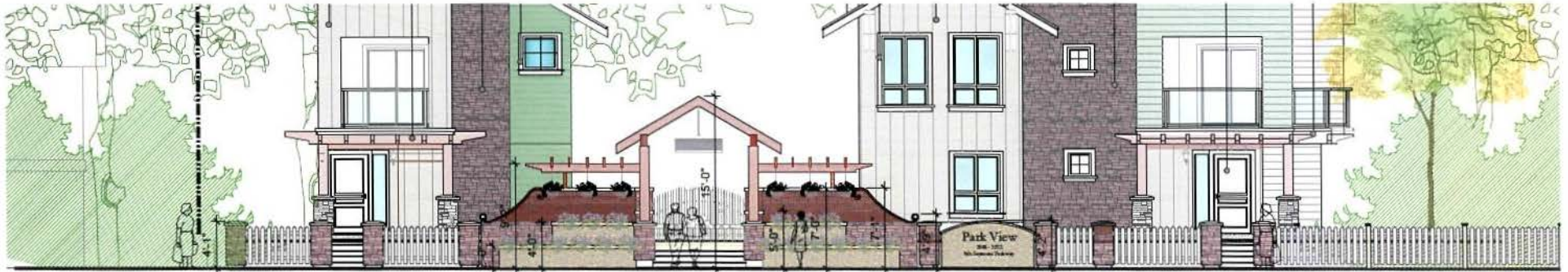
SITE SECTION & STREET ELEVATION



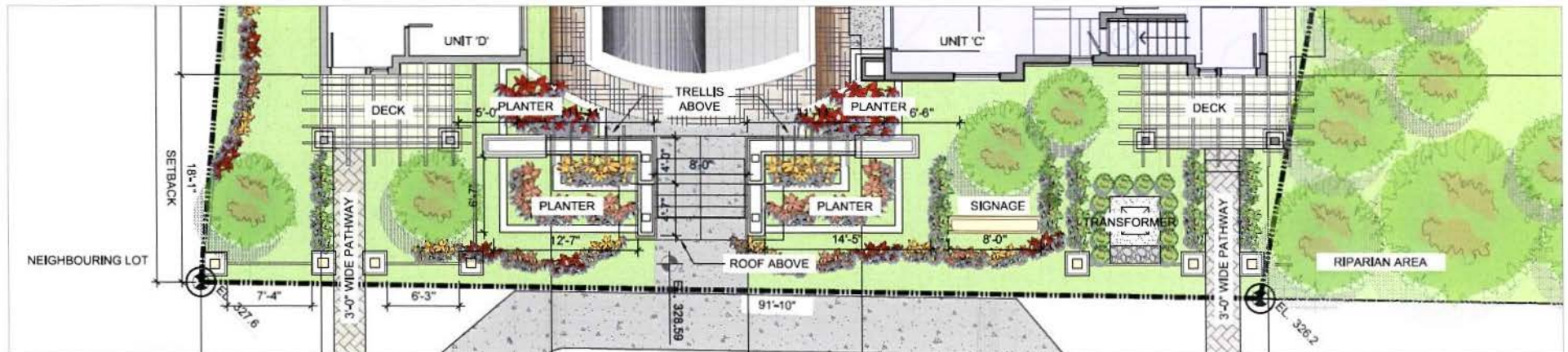
2 SITE SECTION A-A'
A-303 1/16" = 1'-0"

A-303 B

1080 WEST BELL ROAD VANCOUVER, B.C. V6P 4G6



1 ELEVATION
A-304 1/8" = 1'-0"



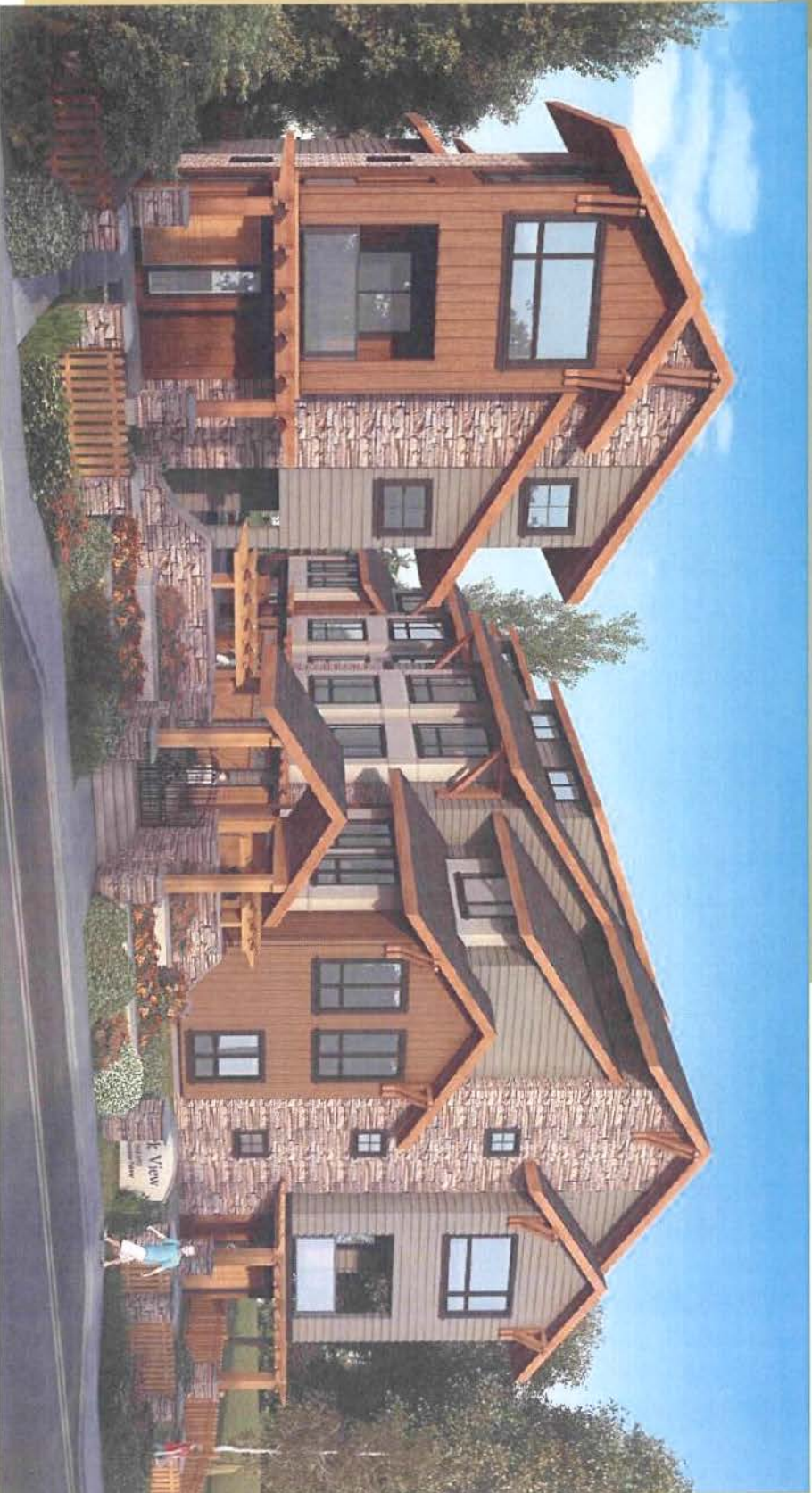
1 PLAN
A-304 1/8" = 1'-0"

PROPOSED TOWNHOUSE DEVELOPMENT

AT 3568, 3572, MT. SEYMOUR PARKWAY, NORTH VANCOUVER, B.C.

A-304

DF Architecture Inc.



1
A-401

VIEW ALONG MT. SEYMOUR PKWY.
N.T.S.

PROPOSED TOWNHOUSE DEVELOPMENT

AT 3568,3572, MT. SEYMOUR PARKWAY, NORTH VANCOUVER, B.C.

DF Architecture Inc.

A-401

ROCKANDEL&ASSOCIATES

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

PUBLIC INFORMATION MEETING
SUMMARY REPORT

To: Erik Wilhelm, Community Planner, District of North Vancouver
E: WilhelmE@dnv.org T: (604) 990-2360

Cc: Jagmeet Mangat, Amco Holdings Inc. E: plasmadevp@gmail.com

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

Re: Public Information Meeting for 3568 & 3572 Mt Seymour Parkway, North Vancouver

I. EVENT DETAILS

Date: Tuesday, September 9, 2014
Time: 6:30 PM – 8:30 PM
Location: Parkgate Community Centre, Mary Hunter Hall R11, 3625 Banff Court
Attendees: Twenty (20) Attendees

NotificationNewspaper Advertisements

Stand-alone ads ran in the North Shore News on September 3 and 5, 2014

Flyer Invitation

Flyers were distributed within a 75 metres radius of the development site as required by the District of North Vancouver policy.

Site Signs

One site sign was posted on the site to promote the Public Information Hall Meeting.

Attendees

Twenty (20) people were present for the Public Information Meeting. In addition the following project team members and District of North Vancouver staff were in attendance.

Team in Attendance:

Mr, Jagmeet Mangat, Principal, Amco Holdings Inc.
Zubin Billimoria, Associate, DF Architecture
Jessie Arora, Principal, DF Architecture
Thomas Kyle, Landscape Designer, M2 Landscape Architecture

District of North Vancouver

Erik Wilhelm, Community Planner, Planning Department

Facilitator

Catherine Rockandel, Rockandel & Associates, IAF Certified Professional Facilitator

Public Information Meeting
3568 & 3572 Mt Seymour Parkway, North Vancouver
September 9, 2014

II. PUBLIC INFORMATION MEETING PROGRAM

The purpose of the Public Information Meeting was for citizens to provide input on the proposal by Amco Holdings for 3568 & 3572 Mt Seymour Parkway. The proposal includes:

- 8 townhouse residences that are all three bedroom units
- The site will be accessed from a yet to be constructed laneway off Parkgate Avenue. Parking will be located within the units at grade level. The development provides 16 parking spaces for the residents along with 2 visitor parking spaces.
- The environmentally sensitive area on the west side of Taylor Creek will be protected and enhanced.

Citizens were invited to review presentation boards set up in an Open House format from 6:30pm. At 7:00pm the facilitator welcomed participants, provided an overview of the process and participation guidelines for the session. Zubin Billimoria and Thomas Kyle from the project team provided a presentation, which was followed by a facilitated Q&A.

III. PUBLIC COMMENT: Q & A

Index: Q: Questions C: Comment A: Answers

- Q1** My concern is the width of the lane, I assume it was one way with the other project, now it is going to become a two way?
- A1** The lane is a dedicated 6 meters current. The design that has been accepted that was brought forward as part of the development on the corner of Parkgate Avenue, is going to utilize that six meter width but the paving will be in or around four meters to respect any trees that are in existence. The design is there to be flexible to protect the trees and privacy
- Q2** At one point we were told when this development began, that some of the roots from trees on the Atrium property ran into the lane area. I don't know if that has been examined lately but if we were to lose a tree on the Atrium property because of roots overlapping into the lane area, who is responsible for that? Does that tree get replaced? Will we have to remove it or what?
- A2** *Erik Wilhelm:* It would be the developer's responsibility to deal with any sort of tree disruption. There has been a plan submitted that shows the trees in and around the Atrium site and certain hazard trees and the ones that are simply in the road right of way that are to be removed. The arborist onsite, dealing with that lane, will tell the District and the developer will do their best to provide new plantings.
- Q3** Given that we are currently living in a construction zone at the Atrium, what is the start date for this project and the end date?
- A3** Fifteen months after it actually is approved by the District of North Vancouver

- Q4** There is another project planned for the area. Is there a likelihood that the two projects will work in tandem? The traffic is a quagmire of vehicles. Trucks are loading and unloading and if there is going to be more work it is going to be very difficult.
- A4** There could be a chance but it is difficult to project this far in advance.
- Q5** I find it interesting that shortly after this project was approved, suddenly the District decided it was going to cut back on development, except for this block. When was that decision made that this block was on the chopping block so to speak?
- A5** *Erik Wilhelm:* On March 24, Council passed a resolution to essentially deem any developments premature. In other words, there wouldn't be any development east of the interchange. For instance, this application was already through the front door as a formal application in 2010 so Council recognizes it would be unfair to the developers to stop projects under development.
- C6** Our house is on Mt Seymour Parkway so we are living in a construction area. I am concerned that the three tall trees on our property that give us privacy are going to have to come out and we will have people looking into our back yard. I don't understand why they are developing by having to build this whole lane in behind instead of developing where the building is right now and going slowly that way instead of going right to the end. This leaves the six houses in the middle of two developments. What happens to us?
- A6** This is the site where we were given access so we are working with what the city approved for the lane. The trees you are talking about are on your property and they would not be removed. We are trying to maintain as many trees as are there and keep them healthy.
- Erik Wilhelm:* Until 2016, council has outlined that any kind of forthcoming development would be considered premature until that time. Depending on the development culture and the economy, those properties could be orphaned for a number of years or could develop but that is speculation.
- To answer the question, why couldn't the lane come eastward: The traffic engineering department has limited access from Mt Seymour Parkway. There is no further lane access going to be permitted from Mt Seymour Parkway so that is why this development is limited to be accessed by that long laneway.
- Q7** Out of the eight units, they presumably will not all be facing the parkway right? Is it going to be doubled up?
- A7** We have six units that are backing down onto the creek. Only two units will be seen from the street.
- Q8** What sort of price range will there be?
- A8** They will start from \$650,000 to \$720,000. They are close to 2,000 to 2,300 square feet, close to a small family house.
- Q9** I assume that the traffic-engineering department has looked at the kind of parking that will take place at Parkgate Centre? You have already heard how many vehicles we have with the present construction and you are only building two visitor parking spaces, so the overflow has to come to

Parkgate as well as residents' overflow. Has the traffic engineering done anything about limited parking time or anything else?

- A9 *Erik Wilhelm:* I can't necessarily speak for the District's Traffic Engineering department but I do know that the development does attain the minimum parking requirements. Essentially each unit has two stalls for the residents and then the development itself has two visitor parking stalls, which is the minimum requirement. There will also be a pull out on Mt Seymour Parkway so again there could be visitor parking out front.
- C10 So despite the fact that we have asked for information on traffic engineering since the first meeting, we still don't have any!
- C11 During construction, I am concerned that if there is an emergency there is no other exit from 1188 Parkgate Ave. Cars would never be able to get out.
- Q12 When you are building, is the lane going to be used for the trucks for the construction?
- A12 Initially all the big heavy work will be accessed from the front of the site on Mt Seymour Parkway. Once this is complete the remaining development will use the laneway access.
- Q13 When you purchased that property, what representations were made by the District to you about access? Were you guaranteed that this lane way was going to be open when you purchased the land? Did the District tell you that there was a prohibition against access from the Parkway?
- A13 No, we did not know at that time. We were told that Mt Seymour Parkway is a very busy street and in the future, they don't want any access from the busy street for safety reasons.
- Q14 So you bought this property without really knowing if you were going to have access to it?
- A14 No access would always be provided. This is because the property had access from Mt Seymour Parkway. Since it is becoming a multi family, the District has said we don't want access from main streets because of the congestion. They are restricting the number of entry exists along the main driveways. That is why the District provides access to laneways.
- Q15 Has the District approved this building and the roadway being put in?
- A15 *Erik Wilhelm:* A staff report will be written to Council. Council will be considering this application and it will be a rezoning application. It hasn't been approved or considered yet. If Council does consider this, there will be a formal public hearing where you can go and speak to Council.
- Q16 My question relates to the Atrium development next door. At the outset of discussions we had said that we wanted an eight foot wall flanking the lane. Now it seems we are looking at a partial wall for each development with an open space where these six homes that are not sold exist. In addition we don't know when this other development is going to sell, how it is going to sell.
- A16 From my recollection, the specification of the laneway, there is a requirement in that lane design to provide the atrium an eight-foot fence. The fencing aspect, I can assure you that there will be a fence provided there. The residential lots to the south are left as their current use.

Q17 The parkland piece next to the creek is a fish creek. Does it have any rules regarding how that piece of park area is inhabited? Can kids play in it and that sort of thing?

A17 We have an environmental consultant on board who has done a proper study on this area. Some of the area will be kept untouched.

Q18 These look very similar to the townhouses on Apex Ave. Is it the same builder?

A18 No

Q19 Is there a walkway from that green area over to the Parkgate Centre? I am concerned that people will be walking through our property at the Atrium because it is open. Will there be a fence along the walkway to stop people from walking through the Atrium property?

A19 There is walkway is proposed as of now, next to the Atrium property. A fence has not been considered

Q20 Can the District planner please clarify the noise by-laws. I live on the front of the Atrium and it seems that it is six days a week and it can be until eight at night. Is there any consideration given to the residents who are woken up with drills and cement busting every morning?

A20 All development, unless they are given a variance by council, have to meet the District noise requirements. I think you can't start construction before seven in the morning and can go till seven at night six days a week. There is a bylaws section on the city website, where the noise bylaw is clearly outlined.

C21 I live on the back of the Atrium, and I have managed just fine. The traffic on the Parkway makes more noise than the construction