

AGENDA

PUBLIC HEARING

Tuesday, September 10, 2013

7:00 p.m.

Council Chamber, Municipal Hall

355 West Queens Road,

North Vancouver, BC

Council Members:

Mayor Richard Walton

Councillor Roger Bassam

Councillor Robin Hicks

Councillor Mike Little

Councillor Doug MacKay-Dunn

Councillor Lisa Muri

Councillor Alan Nixon



NORTH VANCOUVER
DISTRICT

www.dnv.org

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PUBLIC HEARING

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

1. OPENING BY THE MAYOR

2. INTRODUCTION OF BYLAW BY CLERK

Bylaw 7999: The District of North Vancouver Rezoning Bylaw 1297

Purpose of Bylaw:

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

3. PRESENTATION BY STAFF

Presentation: Doug Allan, Community Planner

4. PRESENTATION BY APPLICANT

Presentation: Anthem Maplewoods Developments Ltd.

5. REPRESENTATIONS FROM THE PUBLIC

6. QUESTIONS FROM COUNCIL

7. COUNCIL RESOLUTION

Recommendation:

THAT the September 10, 2013 Public Hearing be closed;

AND THAT Bylaw 7999 "The District of North Vancouver Rezoning Bylaw 1297", be returned to Council for further consideration.

8. CLOSING

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The Corporation of the District of North Vancouver

Bylaw 7999

A bylaw to amend The District of North Vancouver Zoning Bylaw (3210), 1965 to rezone the following residential properties:

Lot A, Block 2, District Lot 791, Plan 11707 (PID: 009-061-606)
Lot 7 of Lot 1, Block 3, District Lot 791, Plan 2871 (PID: 007-043-384)
Lot 6 of Lot 1, Block 3, District Lot 791, Plan 2871 (PID: 007-472-111)
Lot B (Explanatory Plan 4494), of Lots 3 to 5 of Lot 1, Block 3, District Lot 791, Plan 2871 (PID: 012-460-524)
Lot 2, Block 3, District Lot 791, Plan 13688 (PID: 005-825-059)
Lot D, Block 3, District Lot 791, Plan 17418 (PID: 007-280-653)
Lot C, Block 3, District Lot 791, Plan 17418 (PID: 006-103-006)

(435, 441, 449, 453, 457, 463 and 475 Seymour River Place)

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

1. Citation

This bylaw may be cited as “District of North Vancouver Rezoning Bylaw 1297 (Bylaw 7999)”.

2. Amendments

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

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

“Comprehensive Development Zone 73 CD73”

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

“ **4B73 Comprehensive Development Zone 73 CD73**”

4B73-1) Intent:

The purpose of the CD73 Zone is to establish specific land use and development regulations for a 61 unit townhouse project over underground parking.

4B73-2) Uses:

The following *principal uses* shall be permitted in the Comprehensive Development 73 Zone:

(a) Uses Permitted Without Conditions:

- (i) Residential building, multiple-family townhouse

(b) Conditional Uses:

Not Applicable

4B73-3) Conditions of Use:

Not Applicable

4B73-4) Accessory Uses:

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

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

4B73-5) Density:

- (a) The maximum permitted density in the CD73 Zone is limited to a floor space ratio (FSR) of 0.45, inclusive of any density bonus for energy performance;
- (b) For the purposes of calculating floor space ratio, the area of underground parking garage, underground mechanical rooms, underground garbage and recycling collection areas, underground storage areas, high sill bay windows, window seats, chimneys and above ground electrical/mechanical rooms, is exempted.

4B73-6) Amenities:

Despite subsection 4B73-5, density in the CD73 Zone is increased to a maximum floor space ratio of 1.224 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 rental restrictions; and
2. Contributes \$395,000 to the municipality to be used for any or all of the following amenities (with allocation to be determined by the municipality in its sole discretion): public art; public plaza, park, trail, environmental or other

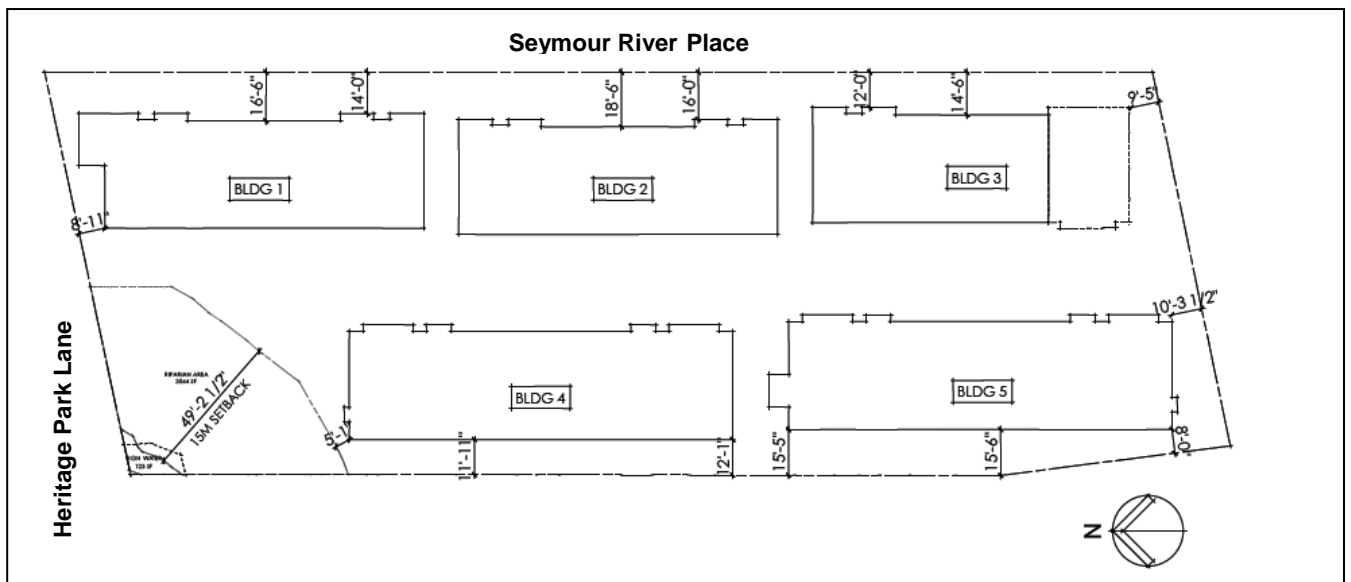
public realm improvements; municipal or recreation service or facility improvements; and/or the affordable housing fund.

4B73-7) Maximum Principal Building Size:

Not applicable

4B73-8) Setbacks:

Buildings and structures shall be set back from property lines to the principal building face in accordance with the following setback plan:



4B73-9) Building Orientation:

Not applicable

4B73-10) Building Depth and Width:

Not applicable

4B73-11) Coverage:

(a) Building Coverage shall not exceed 47%.

(b) Site Coverage shall not exceed 47.3%.

4B73-12) Height:

The maximum permitted height for each building, inclusive of a 15% bonus for sloping roofs, is 11.6m (38ft.).

4B73-13) 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

4B73-14) Landscaping:

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

4B73-15) Subdivision Requirements:

Not Applicable

4B73-16) Additional Accessory Structure Regulations:

Not applicable.

4B73-17) Parking and Loading Regulations:

- (a) Parking spaces shall be provided on the basis of 1.89 spaces/unit inclusive of designated visitor and handicapped parking spaces
- (b) Not more than 14 spaces may be small car spaces;
- (c) Not more than 46 parking spaces may be tandem spaces and such spaces must be allocated in pairs to one unit;

(d) All parking spaces shall meet the minimum width and length standards established in Part 10 of this Bylaw;

(e) All manoeuvring aisles shall meet the minimum width standards established in Part 10 of this Bylaw; and

(f) A minimum of 13 Class 2 bicycle parking spaces are required.”

(C) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from the Residential Single Family 6000 Zone (RS4) to Comprehensive Development Zone 73 (CD 73).

READ a first time this the 15th day of July.

PUBLIC HEARING held the

READ a second time the

READ a third time the

Certified a true copy of “Rezoning Bylaw 1297 (Bylaw 7999)” as at Third Reading

Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure this the

ADOPTED this the

Mayor

Municipal Clerk

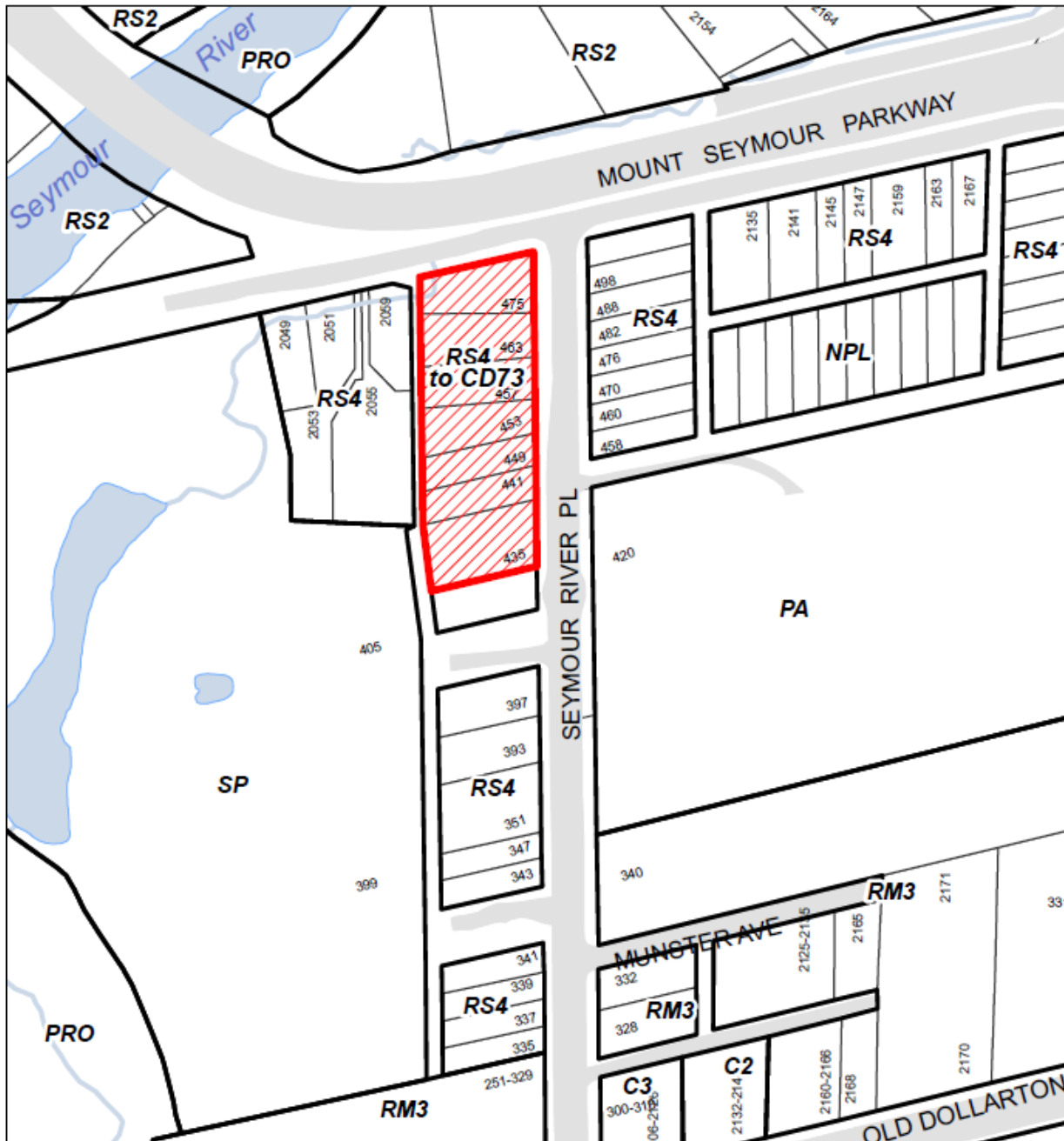
Certified a true copy

Municipal Clerk

Bylaw 7999 Schedule A: Zoning Map

BYLAW 7999

The District of North Vancouver Rezoning Bylaw 1297 (Bylaw 7999)



SINGLE FAMILY RESIDENTIAL 6000 (RS4) TO COMPREHENSIVE DEVELOPMENT ZONE 73 (CD73)



AGENDA INFORMATION

Regular Meeting Date: _____
 Workshop (open to public) Date: _____



The District of North Vancouver REPORT TO COUNCIL

July 4, 2013
 File: 3060-20/9.13

AUTHOR: Doug Allan, Community Planner

SUBJECT: BYLAWS 7999 AND 8002: REZONING AND HOUSING AGREEMENT FOR A 61 UNIT TOWNHOUSE PROJECT AT 435-475 SEYMOUR RIVER PLACE

RECOMMENDATION:

It is recommended that:

1. Bylaw 7999, which rezones the subject site from Residential Single Family 6000 Zone (RS4) to Comprehensive Development 73 (CD 73) to enable the development of a 61 unit residential townhouse project, be given First Reading;
2. Bylaw 8002, which authorizes a Housing Agreement to prevent future rental restrictions, be given First Reading; and
3. Bylaw 7999 be referred to a Public Hearing.

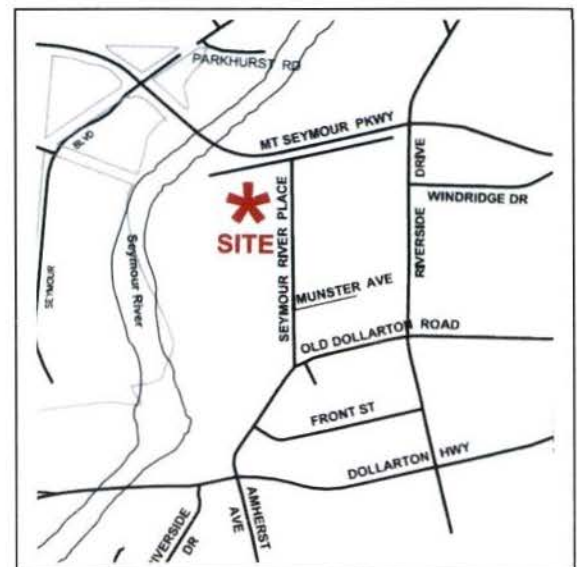
REASON FOR REPORT:

The proposed project requires Council's consideration of:

- Bylaw 7999 to rezone the subject properties; and
- Bylaw 8002 to authorize entry into a Housing Agreement to ensure that owners are not prevented from renting their units.

SUMMARY:

The applicant proposes to redevelop 7 single family lots between 435 and 475 Seymour River Place for a 61 unit townhouse project which requires



SUBJECT: BYLAWS 7999 AND 8002: REZONING AND HOUSING AGREEMENT FOR A 61 UNIT TOWNHOUSE PROJECT AT 435-475 SEYMOUR RIVER PLACE

July 4, 2013

Page 2

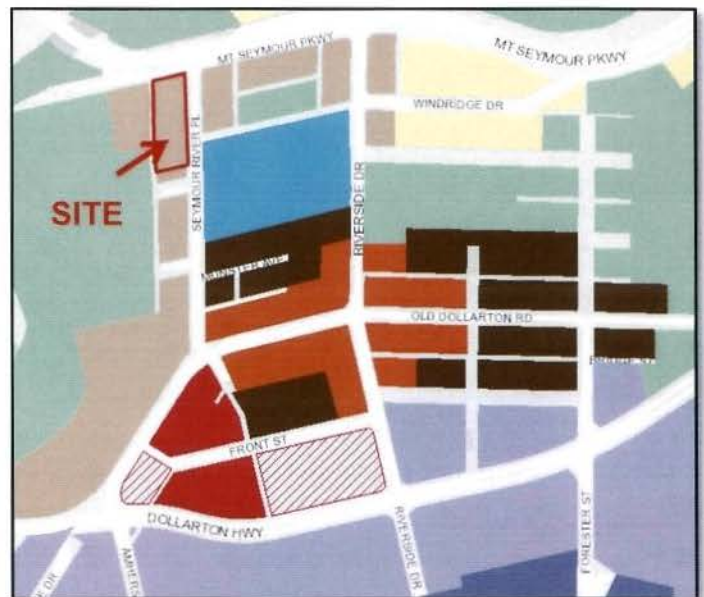
rezoning and issuance of a development permit. The rezoning bylaw, Bylaw 7999 and a Housing Agreement Bylaw, Bylaw 8002 are recommended for Introduction and Bylaw 7999 is recommended for referral to a Public Hearing.

EXISTING POLICY:

Official Community Plan

As illustrated on Map 1, the subject properties are located in the northwest corner of the Maplewood Village Centre plan area and are designated as *Residential Level 4: Transition Multi-Family*, which is defined as 'Areas intended predominantly for multifamily uses within or in close proximity to centres and corridors, or as a transition between higher density sites and adjacent detached and attached residential areas. This designation typically allows for a mix of townhouse and apartment development up to approximately 1.2 FSR.

With a range of unit sizes from 1 to 3 bedrooms, the proposal responds to Goal #2 of the OCP to "encourage and enable a diverse mix of housing types, tenure and affordability to accommodate the lifestyles and needs of people at all stages of life." It also addresses the intent of the housing diversity policies in the OCP by providing units suitable for families (Policy 7.1.4), it incorporates units with accessibility features (Policy 7.1.5) and it responds to the general intent of the Housing Affordability policies in Section 7.3. The Maplewood Village Centre Section of the OCP includes similar housing needs/affordability policy directions as does the Maplewood Local Plan reference document although the latter designated the subject properties as 'Residential Low Density'.



Map 1

The site plan is predicated upon the establishment of a 15m riparian area setback from the top of bank of Maplewood Creek and a plan has been developed to restore and enhance the Creek and improve fish habitat in response to the Aquatic Ecosystems Policies in Section 9.3 of the OCP.

SUBJECT: BYLAWS 7999 AND 8002: REZONING AND HOUSING AGREEMENT FOR A 61 UNIT TOWNHOUSE PROJECT AT 435-475 SEYMOUR RIVER PLACE

July 4, 2013

Page 3

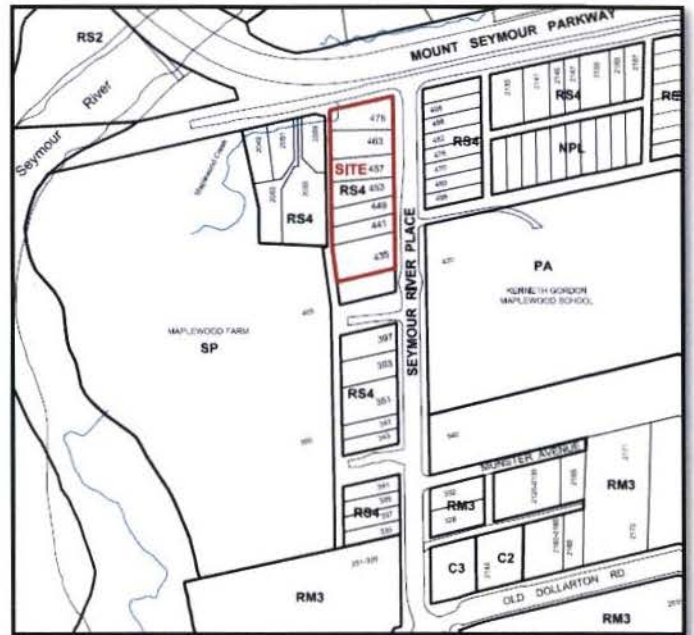
Zoning

The subject properties are zoned Residential Single Family 6000 Zone (RS4) as shown on Map 2 and, therefore, rezoning is required to permit this multi-family project. Bylaw 7999 proposes the establishment of a new Comprehensive Development Zone 73 (CD73) tailored specifically to this project.

Development Permit

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

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



Map 2

In addition, the north end of the site is designated as a Development Permit Area for Creek Hazard and Streamside Protection purposes. 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 advance.

Strata Rental Protection Policy

Corporate Policy 8-3300-2 ("Strata Rental Protection Policy") applies to this project as the rezoning application would permit development of more than five units. The policy requires a Housing Agreement to ensure that future strata bylaws do not prevent owners from renting their units and, therefore, Bylaw 8002 is provided to implement that Policy.

ANALYSIS:

The Site and Surrounding Area:

The site consists of 7 developed single family lots located on the west side of Seymour River Place, north of the entrance into Maplewood Farm, as illustrated on the following aerial photograph (Map 3). Maplewood Creek exits a culvert beneath Mount Seymour Parkway and crosses the northwest corner of the site before continuing west and into Seymour River Heritage Park.

SUBJECT: BYLAWS 7999 AND 8002: REZONING AND HOUSING AGREEMENT FOR A 61 UNIT TOWNHOUSE PROJECT AT 435-475 SEYMOUR RIVER PLACE

July 4, 2013

Page 4

Surrounding properties consist of: developed single family lots to the west; Kenneth Gordon Maplewood School and developed single family lots across Seymour River Place, to the east; a vacant lot owned by the District, to the south; Maplewood Farm to the southwest. The Maplewood Village Centre section of the OCP designates the surrounding single family properties as Residential Level 4: Transition Multi-Family, envisioned for a similar scale of development.

Project Description:

a) Site Plan/Building Description:

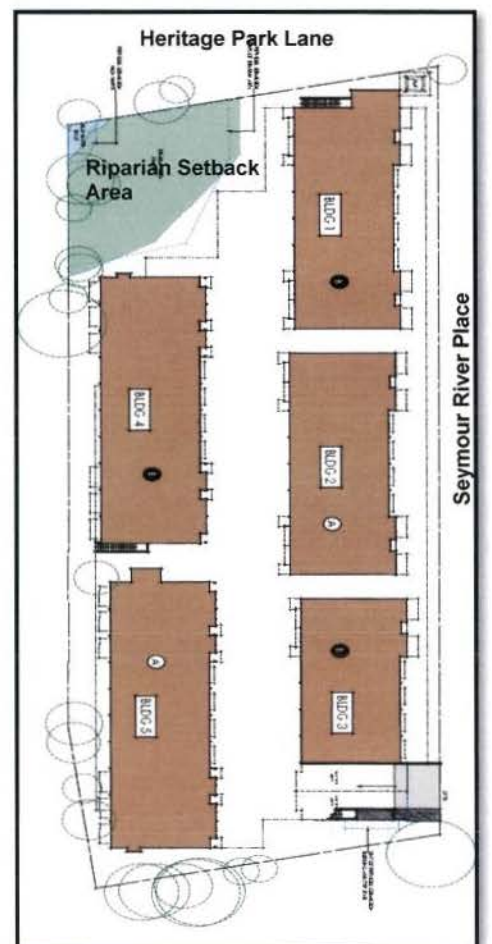
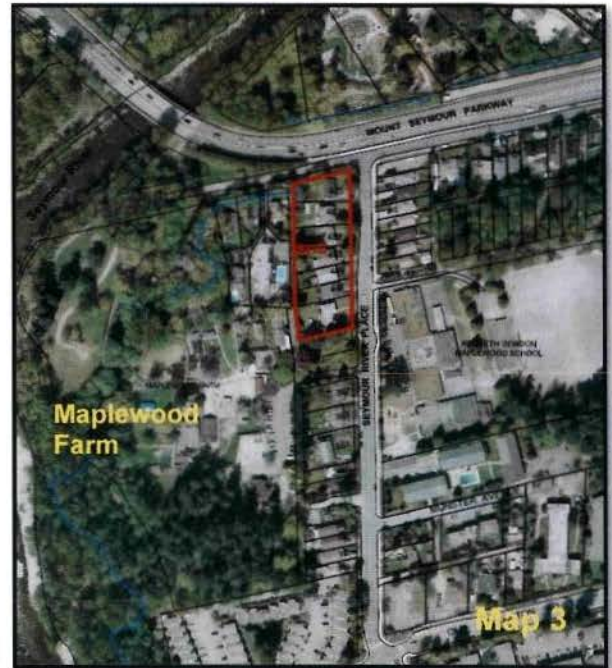
As shown on the following site plan, the project consists of a 61 unit townhouse project arranged in 5 buildings on either side of an interior. The site layout and building arrangement has been influenced by the need to maintain a 15m riparian area setback on the east side of Maplewood Creek.

The unit mix consists of:

- 12, 1 bedroom units of approximately 155.5m² (510ft.²);
- 29, 2 bedroom units between 88.3m² (950ft.²) and 102.2m² (1100ft.²); and
- 20, 3 bedroom suites which are about 130.1m² (1400ft.²), in size.

As proposed, 20% of the units are 1 bedroom units, 47% are 2 bedroom units and 33% are 3 bedroom units.

The net floor area is 5794m² (62,365ft.²) which results in an FSR of 1.224. The setbacks to the principal face of Buildings 1, 2 and 3 vary generally between 4.3m (14ft.) and 5.7m (18.5ft.) from Seymour River Place and between 2.7m (9ft.) and 5.6m (18.25ft.) from the north and south property lines, respectively. Buildings 4 and 5 are setback 2.44m (8ft.) to 4.72m (15.5ft.) from the west property line.



SUBJECT: BYLAWS 7999 AND 8002: REZONING AND HOUSING AGREEMENT FOR A 61 UNIT TOWNHOUSE PROJECT AT 435-475 SEYMOUR RIVER PLACE

July 4, 2013

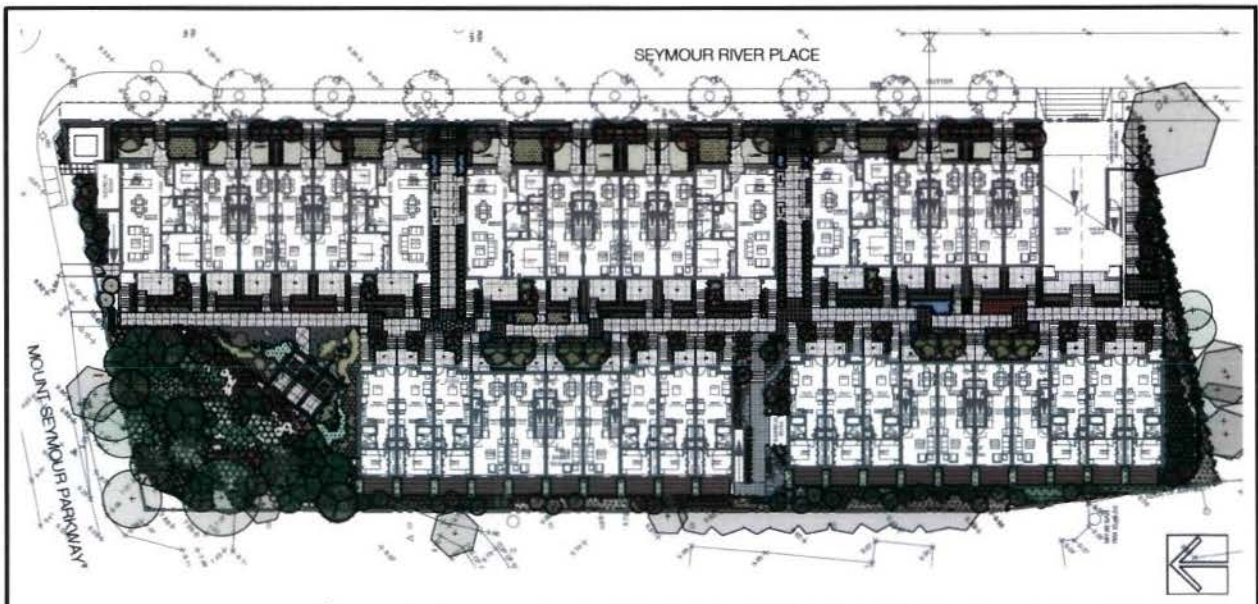
Page 5

While most of the units are 3 storeys, 5 of the 2 bedroom suites, located at either end of Buildings 1 and 2 and the north end of Building 3, are single level units at the ground level with two storey townhouses above. The buildings are approximately 11.3m (37ft.) in height. The following image illustrates the Seymour River Place streetscape view.



b) Landscaping and Courtyard:

The landscaping concept provides a range of perimeter planting opportunities with a more formal design at the entries of the units along Seymour River Place with an emphasis on screen planting along the north, south and west property lines. The riparian setback area is planted with native materials. The courtyard is designed to function both as a grade level pedestrian walkway within the site and incorporates private amenity areas for the units. It also introduces a variety of passive recreation opportunities at selected points with a more active play area adjacent to the creek riparian area.



**SUBJECT: BYLAWS 7999 AND 8002: REZONING AND HOUSING AGREEMENT FOR
A 61 UNIT TOWNHOUSE PROJECT AT 435-475 SEYMOUR RIVER
PLACE**

July 4, 2013

Page 6

c) Parking

All of the parking is provided underground with access off Seymour River Place in the southwest corner of the project.

A total of 115 parking spaces are provided including the designated visitor and handicapped spaces which results in an overall ratio of 1.89 spaces/unit. Under this approach, the 2 and 3 bedroom units have 2 spaces each and the 1 bedroom units have 1 space.

A parking analysis has been provided which supports the proposed parking rates. Transportation Planning has reviewed the report and supports the modest reduction as the project is within walking distance of services in the future Village Centre to the south and to the Phibbs transit exchange. The Village Centre is also part of the Translink's proposed Frequent Transit Network vision in the North Shore Area Transit Plan. This parking ratio is included in the proposed CD73 Zone.

d) Riparian Area

Maplewood Creek, crossing the northwest corner of the site, is in an extremely degraded state. In addition to establishing and maintaining a 15m riparian area setback adjacent to Maplewood Creek, the applicant has provided a riparian area restoration plan which will involve a complete channel reconstruction, including removal of the current concrete bed and banks and concrete culverts and rerouting the creek back to its historical channel. The suggested directions are supported and a detailed restoration plan and restrictive covenant for maintenance and monitoring will be required as conditions of the development permit.

The applicant has submitted a flood hazard assessment which established the flood construction level for the buildings and has also provided a geotechnical report which confirms that construction of the underground parking structure will not impact the riparian area.

e) Accessible Units

The 5, 2 bedroom ground level units have been designed as accessible suites. As an alternative to the use of a series of ramps for access from the street level which will negatively impact the front landscaping design, the developer has committed to provide electrical rough-in connections at both the front and rear sides of these units for access from the street and interior courtyard for the installation of lifts if needed by future residents. The developer has also committed to provide and install lifts for initial tenants at cost, if required. All of the units will be designed to incorporate SAFERHome standards and the District's Level 1A adaptable design guidelines.

**SUBJECT: BYLAWS 7999 AND 8002: REZONING AND HOUSING AGREEMENT FOR
A 61 UNIT TOWNHOUSE PROJECT AT 435-475 SEYMOUR RIVER
PLACE**

July 4, 2013

Page 7

f) Acoustic Regulations

Bylaw 7999 includes the District's residential acoustic regulations for maximum noise levels in the bedrooms, living areas and other areas of the units. The applicant has provided a report from a qualified noise consultant to confirm that these standards can be met.

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

IMPLEMENTATION:

Implementation of this project will require consideration of a rezoning bylaw, Bylaw 7999 and a Housing Agreement Bylaw, Bylaw 8002, issuance of a development permit and registration of legal agreements.

Bylaw 7999 (Attachment B) rezones the subject properties from Single Family Residential 6000 Zone (RS4) to a new Comprehensive Development 73 Zone (CD73) which:

- establishes the permitted residential use;
- allows home occupations as an accessory use;
- establishes a base density (Floor Space Ratio) of 0.45;
- requires a housing agreement and a community amenity contribution to support an FSR increase to 1.224 (inclusive of green building density bonus);
- establishes setback, height and building and site coverage regulations;
- incorporates acoustic requirements; and
- establishes parking regulations unique to this project.

Bylaw 8002 (Attachment C) authorizes the District to enter into a Housing Agreement to ensure that the proposed units remain available as rental units.

In addition, a Development Covenant will be required and will include:

- a green building covenant;
- a stormwater management covenant;
- a creek restoration and maintenance covenant;
- a covenant to ensure that the project maintains a minimum flood construction level; and
- a public art maintenance agreement.

COMMUNITY AMENITY CONTRIBUTION:

The District's Community Amenity Policy requires an amenity contribution for projects including an increase in density. As this project is located in an OCP Growth Centre, the

SUBJECT: BYLAWS 7999 AND 8002: REZONING AND HOUSING AGREEMENT FOR A 61 UNIT TOWNHOUSE PROJECT AT 435-475 SEYMOUR RIVER PLACE

July 4, 2013

Page 8

CAC is based on 75% of the increased land value associated with the rezoning. For this project, the CAC has been determined to be \$395,000 and this amount is included in the proposed CD73 Zone. At this point in time, no specific CAC projects have been established, however, it is expected that a defined CAC strategy, including identified projects, will be developed as part of the Maplewood Village Centre Implementation Plan.

The applicant has provided a letter of commitment to provide public art as a component of the project and presented a Public Art Plan to the Public Art Advisory Committee on May 8, 2013. The applicant has identified the natural environment as the preferred theme for public art and the installation will be focussed along the Seymour River streetscape. It is estimated that the public art component of the CAC will be about \$50,000 or approximately 0.5% of the estimated cost of construction.

GREEN BUILDING MEASURES:

Compliance with the Green Building Strategy is mandatory for projects including rezoning. The project is targeting an energy performance rating of Energuide 82 and will achieve a building performance equivalent to Built Green™ 'Gold'.

CONCURRENCE:

Staff

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

Advisory Design Panel

The application was considered by the Advisory Design Panel on March 14, 2013 and the Panel passed the following motion:

THAT the ADP commends the applicant for the quality of the proposal and recommends **APPROVAL** of the project as presented.

CARRIED

PUBLIC INPUT:

Public Information Meeting

The applicant held a Public Information Meeting, hosted by an independent facilitator, on April 23, 2013 at the Kenneth Gordon Maplewood School which was attended by 22 residents. The initial open house was followed by a facilitated question and answer session.

**SUBJECT: BYLAWS 7999 AND 8002: REZONING AND HOUSING AGREEMENT FOR
A 61 UNIT TOWNHOUSE PROJECT AT 435-475 SEYMOUR RIVER
PLACE**

July 4, 2013

Page 9

While most speakers did not indicate whether they were in favour or opposed to the project, the overall tone of the meeting and questions suggested that there was support. Questions were in regard to: access, green building measures, traffic, amenity projects, unit pricing and unit rental restrictions. The facilitator's report is included as Attachment D.

Comments to the District

Comment sheets were received from 3 adjacent owners. Two respondents indicated support for the project. The third respondent indicated that they were opposed due to the increase in traffic on Seymour River Place as a result of this project and a second project in the 2100 Block of Mount Seymour Parkway (now Heritage Park Lane). The writer also expressed concern over the removal of trees to support development. Based on the project arborist's tree risk assessment, 34 trees from within the development site or in close proximity to the property line, would be removed. The landscape plan proposes to introduce 90 new trees of varying species and sizes both around the perimeter of the site and within the courtyard.

CONCLUSION:

This project is consistent with the directions established in the OCP (Maplewood Village Centre Plan). It addresses the key OCP housing policies and the policies related to the protection of aquatic systems and the applicable development permit area guidelines related to form and character, energy and water conservation and greenhouse gas emission reductions and streamside protection. The project is now ready for Council consideration.

SUBJECT: BYLAWS 7999 AND 8002: REZONING AND HOUSING AGREEMENT FOR A 61 UNIT TOWNHOUSE PROJECT AT 435-475 SEYMOUR RIVER PLACE

July 4, 2013

Page 10

OPTIONS:

The following options are available Council's consideration:

- 1) Introduce Bylaws 7999 and 8002 and refer Bylaw 7999 to a Public Hearing (staff recommendation); or
- 2) Defeat Bylaw 7999 at First Reading.

Respectfully submitted,



Doug Allan
Community Planner

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

SITE DATA	MINIMUM REQUIRED/ MAXIMUM ALLOWED	PROPOSED	AREA (SQFT)
GROSS SITE AREA			51067
RIPARIAN AREA EXCLUSION			129
NET SITE AREA			50944

SITE COVERAGE	MINIMUM REQUIRED/ MAXIMUM ALLOWED	PROPOSED	AREA (SQFT)
AREA OF BUILDINGS AND STRUCTURES			22601
PERCENTAGE OF SITE COVERAGE*	50%		44%
*INCLUDING HARDSCAPE 3 ABOVE AVERAGE GRADE			

BUILDING COVERAGE	MINIMUM REQUIRED/ MAXIMUM ALLOWED	PROPOSED	AREA (SQFT)
AREA OF BUILDINGS			22039
PERCENTAGE OF BUILDING COVERAGE	50%		43%

NUMBER OF RESIDENTIAL UNITS	MINIMUM REQUIRED/ MAXIMUM ALLOWED	PROPOSED
Unit A1 - 3BR - 3 LEVELS		12
Unit A2 - 3BR - 3 LEVELS		8
Unit A1A - 2BR 2 LEVELS		4
Unit B1B - 2BR 2 LEVELS		4
Unit B1C - 2BR 2 LEVELS		2
Unit B2A - 2BR 2 LEVELS		2
Unit B2B - 2BR 2 LEVELS		8
Unit B2C - 2BR 2 LEVELS		2
Unit C1 - 2BR - GROUND LEVEL		5
Unit D1A - 1BR - 1 LEVEL		2
Unit D1B - 1BR - 1 LEVEL		8
Unit D1C - 1BR - 1 LEVEL		2
Total		61

UNIT MIX	MINIMUM REQUIRED/ MAXIMUM ALLOWED	PROPOSED
1BR	NA	19.7%
2BR	NA	47.5%
3BR	NA	32.8%

PARKING	MINIMUM REQUIRED/ MAXIMUM ALLOWED	PROPOSED
RESIDENT (8.8x18.7)	107	100
DISABLED (12.1x18.7)	2	2
VISITOR (1.25 PER UNIT)	15	15
TOTAL	122	115

REFER TO A1.03 PARKING PLAN FOR PARKING CALCULATIONS

PARKING AREA	MINIMUM REQUIRED/ MAXIMUM ALLOWED	PROPOSED
CLASS 2 BICYCLE (8.2 PER UNIT)	13	REFER TO LANDSCAPE
ADDITIONAL BIKE STORAGE		61

RECYCLE AREA	MINIMUM REQUIRED/ MAXIMUM ALLOWED	PROPOSED
0.19 SQM PER UNIT + ADDITIONAL 50% OF ALLOCATED AREA	(87)SQFT	1875SQFT

SETBACKS	MINIMUM REQUIRED/ MAXIMUM ALLOWED	PROPOSED
FRONT	NA	VARIES 120" - 118"
SIDE	NA	VARIES 95" - 118"
REAR	NA	VARIES 80" - 154"

BUILDING HEIGHT	MINIMUM REQUIRED/ MAXIMUM ALLOWED	PROPOSED
	36.81	36.50

REFER TO ELEVATIONS AND AVERAGE GRADE PLAN

AREAS

DEVELOPMENT DATA	UNIT TYPE	# UNITS	GROSS UNIT AREA	6' WALLS (A)	HIGH SILL BAY WINDOW (B)	WINDOW SEATS (C)	CHIMNEYS (D)	NET AREA	TOTAL GROSS	TOTAL 6' WALLS (A)	TOTAL HIGH SILL BAY WINDOWS AT STAIR (B)	TOTAL WINDOW SEATS (C)	TOTAL CHIMNEYS (D)	TOTAL NET
CIVIC ADDRESS: 435-475 SEYMOUR RIVE PLACE NORTH VANCOUVER, BC	A1	12	1391.4	0.0	0.0	44.3	0.0	1347.1	14496.9	0.0	0.0	532.0	0.0	16164.9
	A2	8	1401.2	0.0	0.0	44.3	0.0	1356.8	11209.2	0.0	0.0	354.7	0.0	10854.6
	B1A	4	1091.2	0.0	0.0	24.1	0.0	1067.0	4364.8	0.0	0.0	96.6	0.0	4268.2
	B1B	6	1061.0	0.0	0.0	24.1	0.0	1036.9	6486.0	0.0	0.0	144.9	0.0	4341.2
	B1C	2	1109.1	0.0	0.0	24.1	9.7	1067.1	2218.2	0.0	16.5	48.3	19.3	2134.1
	B2A	2	960.1	0.0	0.0	22.9	0.0	937.2	1920.1	0.0	0.0	45.8	0.0	1874.4
	B2B	8	951.2	0.0	0.0	22.9	0.0	928.3	7609.2	0.0	0.0	183.0	0.0	7426.2
	B2C	2	977.9	0.0	0.0	22.9	8.5	938.3	1955.9	0.0	16.5	45.8	16.9	1876.7
	C1	5	1067.5	0.0	0.0	0.0	0.0	1067.5	5425.5	0.0	0.0	0.0	0.0	5425.5
	D1A	2	503.0	0.0	0.0	0.0	0.0	503.0	1006.0	0.0	0.0	0.0	0.0	1006.0
	D1B	8	496.9	0.0	0.0	0.0	0.0	496.9	3975.0	0.0	0.0	0.0	0.0	3975.0
	D1C	2	513.0	0.0	0.0	0.0	10.0	503.0	1026.0	0.0	0.0	0.0	20.0	1006.0
	TOTAL	61							63904.9	0.0	33.0	1450.9	56.2	62344.7
									1.25	0.00	0.00	0.03	0.00	1.22
														TOTAL NET FSR
														1.32

LEGAL DESCRIPTION

RFD: -LOT C, BK 3, DL 791, G 1, NWD, PLAN 17418; 026-103-006

-LOT D, BK 3, DL 791, G 1, NWD, PLAN 17418; 007-280-653

-LOT 2, BK 3, DL 791, G 1, NWD, PLAN 13688; 005-825-059

-LOT B (EXPLANATORY PLAN 4494) OF LOTS 3 TO 5 OF LOT 1

BK 3, DL 791, G 1, NWD, PLAN 2871; 012-440-524

-LOT 6 OF LOT 1, BK 3, DL 791, G 1, NWD, PLAN 2871; 007-472-111

-LOT 7 OF LOT 1, BK 3, DL 791, G 1, NWD, PLAN 2871; 006-043-354

-LOT A, BK 2, DL 791, G 1, NWD, PLAN 11707; 009-061-406

NOTES

A FLOOR SPACE EXCLUSIONS TO ACCOMMODATE IMPROVED BUILDING PERFORMANCE

B FLOOR SPACE EXCLUSION FOR HIGH SILL BAY WINDOWS AT STAIR

C FLOOR SPACE EXCLUSION FOR WINDOW SEATS

D FLOOR SPACE EXCLUSION FOR CHIMNEYS



CONSULTANT LIST

DEVELOPER:	ANTHEM PROPERTIES MAPLEWOODS DEVELOPMENT LLP. 8300-550 BURRARD ST. VANCOUVER, BC V6C 2S5 CONTACT: STEVE FORREST, ROCKY SEIB FORMWORKS ARCHITECTURAL INC. 1625 WEST 5TH AVENUE VANCOUVER, BC V6J 1H5 PH: 604.689.3040	MECHANICAL:	ROCKY POINT ENGINEERING LTD. 8208 - 201 71 92A AVENUE SURREY, BC V4A 2J4 CONTACT: RICHARD CORREA GAGER ELECTRICAL CONSULTING 4730-203 RD ST. LANGLEY, BC V3A 5J7 CONTACT: AMARC GAGER ETA LANDSCAPE ARCHITECTURE 1690 WEST 2ND AVE. VANCOUVER, BC V6J 1H6 CONTACT: GERRY ECKFORD DIAMOND HEAD CONSULTING 342 WEST 8TH AVE. VANCOUVER, BC V5Y 3C2 CONTACT: MIKE COUTHARD
ARCHITECT:	FORMWORKS ARCHITECTURAL INC. 1625 WEST 5TH AVENUE VANCOUVER, BC V6J 1H5 PH: 604.689.3040	ELECTRICAL:	GAGER ELECTRICAL CONSULTING 4730-203 RD ST. LANGLEY, BC V3A 5J7 CONTACT: AMARC GAGER ETA LANDSCAPE ARCHITECTURE 1690 WEST 2ND AVE. VANCOUVER, BC V6J 1H6 CONTACT: GERRY ECKFORD DIAMOND HEAD CONSULTING 342 WEST 8TH AVE. VANCOUVER, BC V5Y 3C2 CONTACT: MIKE COUTHARD
STRUCTURAL:	THOMAS LEUNG STRUCTURAL ENGINEERING #121 WEST 6TH AVE. VANCOUVER, BC V5Y 1K3 PH: 604.873.9979	LANDSCAPE:	ETA LANDSCAPE ARCHITECTURE 1690 WEST 2ND AVE. VANCOUVER, BC V6J 1H6 CONTACT: GERRY ECKFORD DIAMOND HEAD CONSULTING 342 WEST 8TH AVE. VANCOUVER, BC V5Y 3C2 CONTACT: MIKE COUTHARD
CIVIL:	MINNIE AND ASSOCIATES LIMITED #205-4946 CANADA WAY BURNABY, BC V5C 4H7 CONTACT: TOM RABEY PH: 604.420.4743	ARBOREST:	DIAMOND HEAD CONSULTING 342 WEST 8TH AVE. VANCOUVER, BC V5Y 3C2 CONTACT: MIKE COUTHARD
CODE:	GHL #950-409 GRANVILLE ST. VANCOUVER, BC V6C 1E2 PH: 604.689.4449	GEOTECHNICAL CONSULTANT:	EXP 7025 GREENWOOD ST. BURNABY, BC V5A 1K7 PH: 604.604.8774
SURVEYOR:	BENNET AND LAND SURVEYING LIMITED #201 - 275 PELL AVE. NORTH VANCOUVER, BC V5C 4D3 CONTACT: HIL BENNETT PH: 604.980.4568	ENVIRONMENTAL:	KEYSTONE ENVIRONMENTAL #320-4400 DAMMON ST. BURNABY, BC V5C 4C3 CONTACT: JIM ARMSTRONG PH: 604.430.0671
ENERGY MODELING:	ES ECO GROUP #1300-1500 WEST GEORGIA VANCOUVER, BC V6G 2E6 CONTACT: TROY GLANSEER PH: 604.874.3715	HYDRAULIC:	NHC 30 GOSTEK PLACE NORTH VANCOUVER, BC V7M 3G3 PH: 604.980.6011

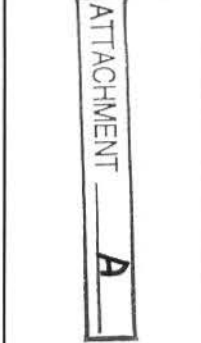
UNIT TYPE	# UNITS	GROSS UNIT AREA	6' WALLS (A)	HIGH SILL BAY WINDOW (B)	WINDOW SEATS (C)	CHIMNEYS (D)	NET AREA	TOTAL GROSS	TOTAL 6' WALLS (A)	TOTAL HIGH SILL BAY WINDOWS AT STAIR (B)	TOTAL WINDOW SEATS (C)	TOTAL CHIMNEYS (D)	TOTAL NET
A1	12	1391.4	0.0	0.0	44.3	0.0	1347.1	14496.9	0.0	0.0	532.0	0.0	16164.9
A2	8	1401.2	0.0	0.0	44.3	0.0	1356.8	11209.2	0.0	0.0	354.7	0.0	10854.6
B1A	4	1091.2	0.0	0.0	24.1	0.0	1067.0	4364.8	0.0	0.0	96.6	0.0	4268.2
B1B	6	1061.0	0.0	0.0	24.1	0.0	1036.9	6486.0	0.0	0.0	144.9	0.0	4341.2
B1C	2	1109.1	0.0	0.0	24.1	9.7	1067.1	2218.2	0.0	16.5	48.3	19.3	2134.1
B2A	2	960.1	0.0	0.0	22.9	0.0	937.2	1920.1	0.0	0.0	45.8	0.0	1874.4
B2B	8	951.2	0.0	0.0	22.9	0.0	928.3	7609.2	0.0	0.0	183.0	0.0	7426.2
B2C	2	977.9	0.0	0.0	22.9	8.5	938.3	1955.9	0.0	16.5	45.8	16.9	1876.7
C1	5	1067.5	0.0	0.0	0.0	0.0	1067.5	5425.5	0.0	0.0	0.0	0.0	5425.5
D1A	2	503.0	0.0	0.0	0.0	0.0	503.0	1006.0	0.0	0.0	0.0	0.0	1006.0
D1B	8	496.9	0.0	0.0	0.0	0.0	496.9	3975.0	0.0	0.0	0.0	0.0	3975.0
D1C	2	513.0	0.0	0.0	0.0	10.0	503.0	1026.0	0.0	0.0	0.0	20.0	1006.0
TOTAL	61							63904.9	0.0	33.0	1450.9	56.2	62344.7
								1.25	0.00	0.00	0.03	0.00	1.22
													TOTAL NET FSR
													1.32

GROSS SITE AREA	51067
RIPARIAN AREA EXCLUSION	129
NET SITE AREA	50944

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REVISIONS	DATE	BY	DESCRIPTION
ISSUED FOR CONSTRUCTION PERMITS	1/20/20		
ISSUED FOR PERMITS PLANNING	1/20/20		
ISSUED FOR PERMITS PLANNING	1/20/20		



Anthem PROPERTIES

FORMWORKS ARCHITECTURAL

1103 West 4th Ave. Vancouver, BC V6J 1H6
Tel: 604.278.1111 Fax: 604.278.1147

PROJECT

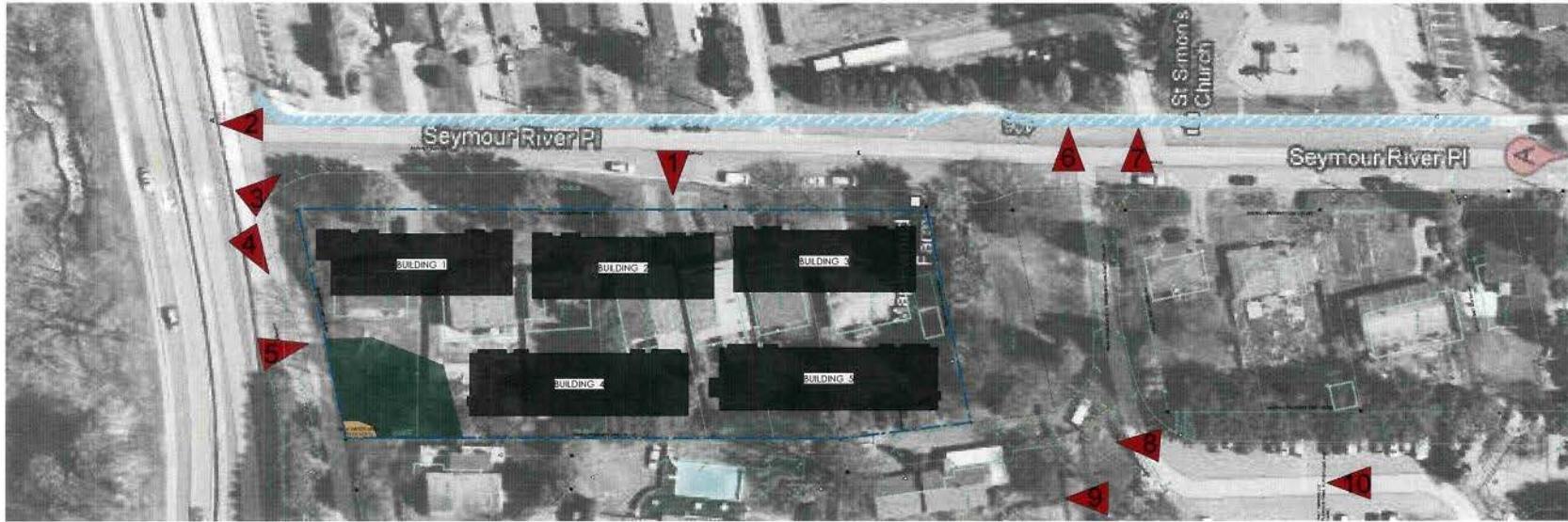
MAPLEWOOD TOWNHOMES
435-475 SEYMOUR RIVER PLACE
NORTH VANCOUVER, BC

DRAWING

DATA SHEET

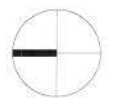
SCALE	SHEET
1:1	129
DATE	FEBRUARY 2023

A0.01



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REVISIONS:	
COULD FOR COMBINED ZONING (DP APPLICATION)	13.01.20
POSED FOR DETAILED PLANNING APPLICATION	13.02.21
DETAILED PLANNING APPLICATION (2ND SUBMISSION)	13.06.10



Anthem PROPERTIES

FORMWERKS ARCHITECTURAL

1423 AND 9th Ave., Vancouver BC V6J 1P5
 Tel: (604) 276-1111 Phone: (604) 276-1111

PROJECT

MAPLEWOOD TOWNHOMES
 435-475 SEYMOUR RIVER PLACE
 NORTH VANCOUVER, BC

DRAWING

SITE PHOTOS

SCALE	SHEET
N/A	A0.02
DATE	FEBRUARY 2013



1. STREETSCAPE - SEYMOUR RIVER PLACE



2. VIEW FROM STREET TO PARKWAY



3. VIEW OFF THE NORTH THE STREET



4. VIEW TOWARDS LANE OFF NORTH



5. VIEW TOWARDS CREEK OFF NORTH



6. VIEW TOWARDS SCHOOL PLAY GROUND



7. VIEW TOWARDS SCHOOL



8. VIEW TOWARDS MAPLEWOODS FARM ENTRY



9. VIEW TOWARDS MAPLEWOODS FARM



10. VIEW TOWARDS MAPLEWOODS FARM AND PARKING LOT

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REVISIONS	
ISSUED FOR COMBINED REZONING APP. APPLICATION	1301.30
ISSUED FOR DEVELOPMENT PLANNING APPLICATION	1302.21
DETAILED PLANNING APPLICATION - 2ND SUBMISSION	1304.01

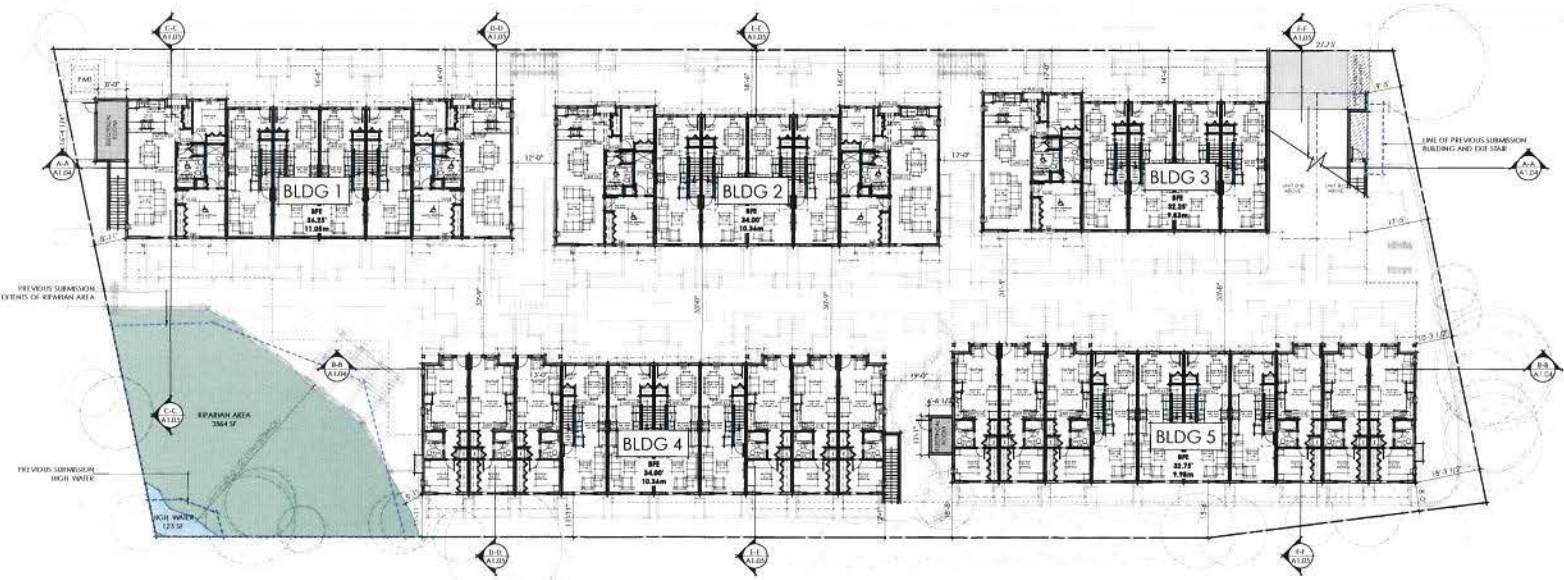


1031 West 49th Avenue, Vancouver, BC V6J 1T6
 (604) 433-2075 Phone (604) 433-1444

PROJECT
MAPLEWOOD TOWNHOMES
 435-475 SEYMOUR RIVER PLACE
 NORTH VANCOUVER, BC

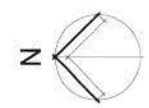
DRAWING
SITE PLAN

SCALE 1/8" = 1'-0"	SHEET A1.00
DATE FEBRUARY 2015	



PREVIOUS SUBMISSION RIPARIAN AREA = 3583 SF
 PREVIOUS SUBMISSION EXISTING WATERCOURSE AREA = 175 SF
 REDIRECTED STREAM RIPARIAN AREA = 3707 SF
 REDIRECTED STREAM WATERCOURSE AREA = 123 SF
 POWER TO BE PROVIDED AT FRONT AND BACK STAIRS OF UNIT TYPE C FOR FUTURE STAIR LIFT

LEGEND	
	UNITS THAT MEET ADAPTABLE DESIGN GUIDELINES AND SAFETY HOME STANDARDS LEVEL III
	TREES TO BE RETAINED
	ELECTRICAL ROOM





SEYMOUR RIVER PLACE ELEVATION



EAST COURTYARD ELEVATION



WEST COURTYARD ELEVATION

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REVISIONS	
ISSUED FOR CONCEPT REVIEWING (2P)	130113
ISSUED FOR EXHAUSTIVE PLANNING	130217
ISSUED FOR EXHAUSTIVE PLANNING - 2ND	130218
TERRACING	

Anthem
 PROPERTIES

FORMWERKS
 ARCHITECTURAL

1422 WEST BRIDGE, VANCOUVER, BC V6L 1P4
 TEL: (604) 271-1111 FAX: (604) 271-1111

PROJECT
MAPLEWOOD TOWNHOMES
 435-475 SEYMOUR RIVER PLACE
 NORTH VANCOUVER, BC

DRAWING
STREETSCAPES

SCALE 1/32" = 1'-0"	SHEET
DATE FEBRUARY 2013	A1.06



LANE ELEVATION



STREET ELEVATION FROM DNV LOT



STREET ELEVATION FROM MT. SEYMOUR HWY.

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REVISIONS	
ISSUED FOR COMBINED ZONING /Z/ APPLICATION	13.01.20
ISSUED FOR DETAILED PLANNING APPLICATION	13.02.21
DETAILED PLANNING APPLICATION AND SUBMISSION	13.06.15



FORMWERKS ARCHITECTURAL

1425 West 40th Ave., Vancouver, BC V6V 1T5
 Tel: 604-261-1111 Fax: 604-261-1111

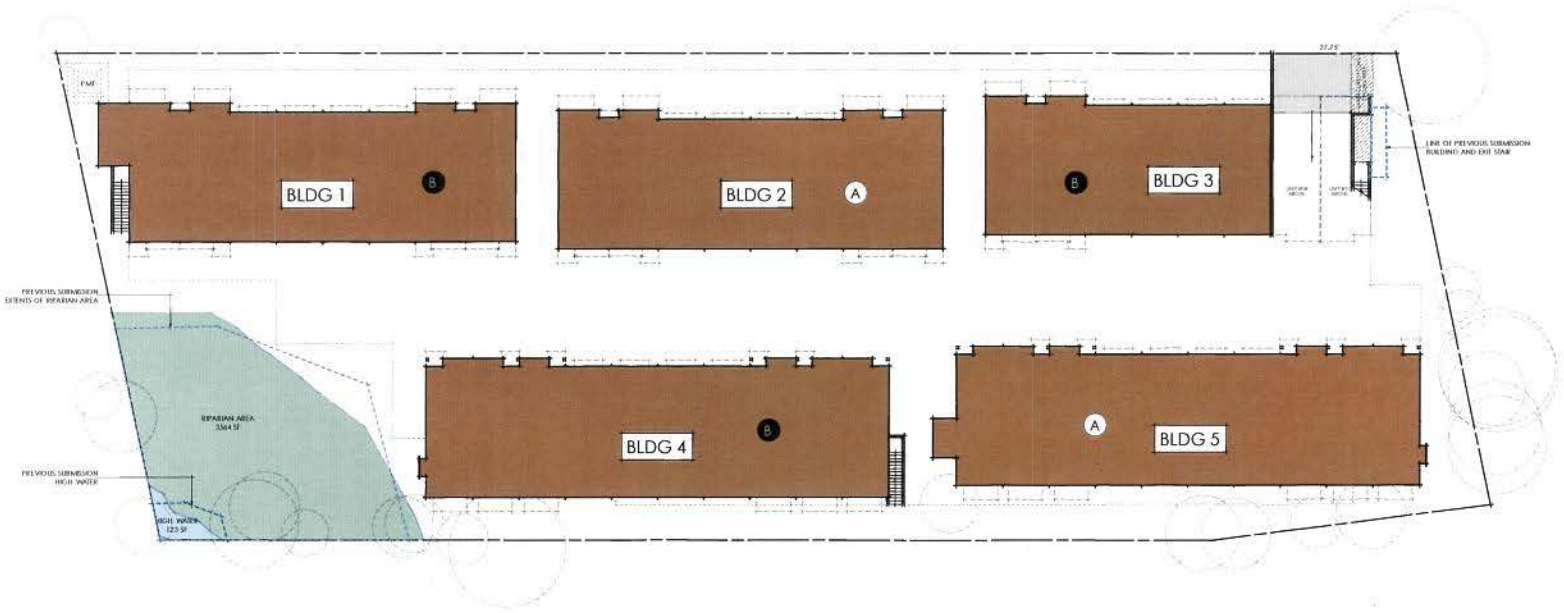
PROJECT
MAPLEWOOD TOWNHOMES
 435-475 SEYMOUR RIVER PLACE
 NORTH VANCOUVER, BC

DRAWING
STREETSCAPES

SCALE	SHEET
1/16" = 1'-0"	A1.07
DATE	
FEBRUARY 2015	

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REVISIONS	
ISSUED FOR COMBINED ZONING/DP APPLICATION	13.07.20
ISSUED FOR DETAILED PLANNING APPLICATION	13.07.21
DETAILED PLANNING APPLICATION - (2ND) SUBMISSION	13.09.10



COLOUR SCHEME LEGEND	
(A)	SCHEME A
(B)	SCHEME B

Anthem
 PROPERTIES

FORMWERKS
 ARCHITECTURAL

1015 West 41st Ave., Vancouver, BC V6J 1H6
 TEL: (604) 271-1111 FAX: (604) 271-1111

PROJECT
MAPLEWOOD TOWNHOMES
 435-475 SEYMOUR RIVER PLACE
 NORTH VANCOUVER, B.C.

DRAWING
 COLOUR KEY PLAN

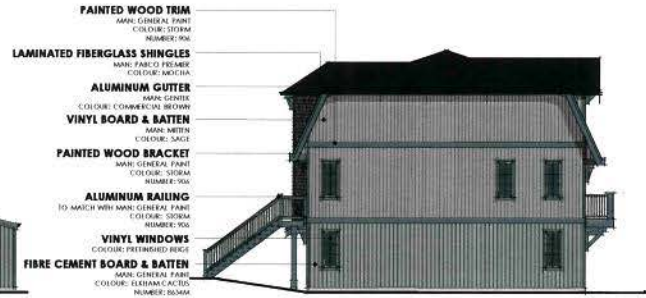
SCALE	SHEET
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DATE FEBRUARY 2013	



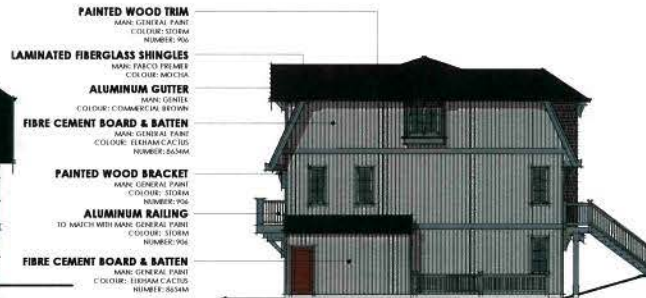
COLOUR SCHEME A
FRONT ELEVATION



COLOUR SCHEME A
REAR ELEVATION



COLOUR SCHEME A
INTERNAL ELEVATION



COLOUR SCHEME A
EXTERNAL ELEVATION

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REVISIONS		
ISSUED FOR COMBINED ZONING (ZF)	1301.30	
ISSUED FOR DETAILED PLANNING	1302.21	
APPROVED FOR DETAILED PLANNING APPLICATION - (RD)	1304.10	
SUBMISSION		



1155 West 4th Ave., Vancouver, BC V6J 1H8
Tel: (604) 271-1111 Phone: (604) 441-1111

PROJECT
MAPLEWOOD TOWNHOMES
435-475 SEYMOUR
RIVER PLACE
NORTH VANCOUVER, BC

DRAWING
COLOUR SCHEME A

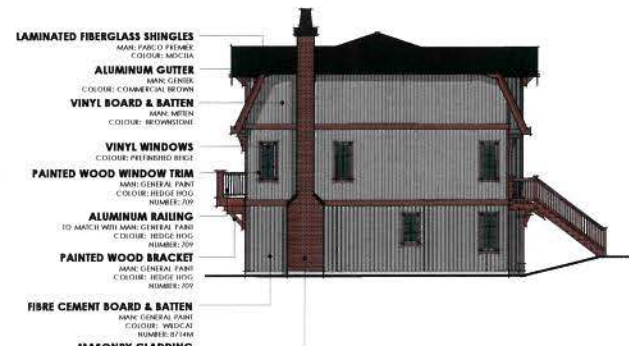
SCALE	SHEET
1/8" = 1'-0"	A1.09
DATE FEBRUARY 2013	

* DUE TO PRINTING INACCURACIES, COLOURS MAY NOT SHOW EXACT. REFER TO MATERIALS BOARD.



- ALUMINUM GUTTER**
MAN: GENERAL PAINT
COLOUR: COMBUSTION BROWN
- LAMINATED FIBERGLASS SHINGLES**
MAN: PARCO PRIMER
COLOUR: MOCHA
- PAINTED WOOD TRIM & BRACKETS TO MATCH**
MAN: GENERAL PAINT
COLOUR: WEDGE HOG
NUMBER: 709
- PAINTED WOOD WINDOW TRIM**
MAN: GENERAL PAINT
COLOUR: WEDGE HOG
NUMBER: 709
- VINYL SOFFIT**
MAN: KRYLON
COLOUR: BEIGE
- VINYL WINDOWS**
ENTIRE: PRIMAVERA BEIGE
- PAINTED ENTRY DOOR**
MAN: BUSHBANK MOORE
COLOUR: CHANSTON
NUMBER: 202110
- FIBRE CEMENT BOARD & BATTEN**
MAN: GENERAL PAINT
COLOUR: WEDGE HOG
NUMBER: 071AM
- PAINTED CEDAR SHINGLES**
MAN: SHEPPEN WELLS
COLOUR: CHIFFIN BARK
NUMBER: DW1414

COLOUR SCHEME B
FRONT ELEVATION



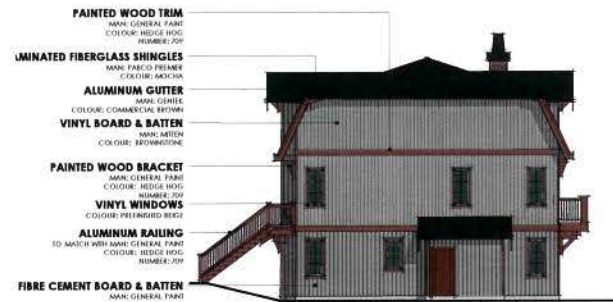
- LAMINATED FIBERGLASS SHINGLES**
MAN: PARCO PRIMER
COLOUR: MOCHA
- ALUMINUM GUTTER**
MAN: GENERAL PAINT
COLOUR: COMBUSTION BROWN
- VINYL BOARD & BATTEN**
MAN: METEN
COLOUR: BROWNSTONE
- VINYL WINDOWS**
COLOUR: PRIMAVERA BEIGE
- PAINTED WOOD WINDOW TRIM**
MAN: GENERAL PAINT
COLOUR: WEDGE HOG
NUMBER: 709
- ALUMINUM RAILING**
TO MATCH WITH MAN: GENERAL PAINT
COLOUR: WEDGE HOG
NUMBER: 709
- PAINTED WOOD BRACKET**
MAN: GENERAL PAINT
COLOUR: WEDGE HOG
NUMBER: 709
- FIBRE CEMENT BOARD & BATTEN**
MAN: GENERAL PAINT
COLOUR: WEDGE HOG
NUMBER: 071AM
- MASONRY CLADDING**
MAN: INTERSTATE BRICK
COLOUR: MCKINLEY
RESUME: M401L

COLOUR SCHEME B
EXTERNAL ELEVATION



- ALUMINUM GUTTER**
MAN: GENERAL PAINT
COLOUR: COMBUSTION BROWN
- FIBRE CEMENT BOARD & BATTEN**
MAN: GENERAL PAINT
COLOUR: WEDGE HOG
NUMBER: 071AM
- LAMINATED FIBERGLASS SHINGLES**
MAN: PARCO PRIMER
COLOUR: MOCHA
- PAINTED WOOD TRIM & BRACKETS TO MATCH**
MAN: GENERAL PAINT
COLOUR: WEDGE HOG
NUMBER: 709
- PAINTED WOOD WINDOW TRIM**
MAN: GENERAL PAINT
COLOUR: WEDGE HOG
NUMBER: 709
- VINYL SOFFIT**
MAN: KRYLON
COLOUR: BEIGE
- VINYL WINDOWS**
COLOUR: PRIMAVERA BEIGE
- PAINTED WOOD DOOR TRIM**
MAN: GENERAL PAINT
COLOUR: WEDGE HOG
NUMBER: 709

COLOUR SCHEME B
REAR ELEVATION



- PAINTED WOOD TRIM**
MAN: GENERAL PAINT
COLOUR: WEDGE HOG
NUMBER: 709
- LAMINATED FIBERGLASS SHINGLES**
MAN: PARCO PRIMER
COLOUR: MOCHA
- ALUMINUM GUTTER**
MAN: GENERAL PAINT
COLOUR: COMBUSTION BROWN
- VINYL BOARD & BATTEN**
MAN: METEN
COLOUR: BROWNSTONE
- PAINTED WOOD BRACKET**
MAN: GENERAL PAINT
COLOUR: WEDGE HOG
NUMBER: 709
- VINYL WINDOWS**
COLOUR: PRIMAVERA BEIGE
- ALUMINUM RAILING**
TO MATCH WITH MAN: GENERAL PAINT
COLOUR: WEDGE HOG
NUMBER: 709
- FIBRE CEMENT BOARD & BATTEN**
MAN: GENERAL PAINT
COLOUR: WEDGE HOG
NUMBER: 071AM

COLOUR SCHEME B
INTERNAL ELEVATION

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REVISIONS	DATE
ISSUED FOR COMBINED ZONING/ZIP APPLICATION	13.01.20
ISSUED FOR DETAILED PLANNING APPLICATION	13.07.21
DETAILED PLANNING APPLICATION - 2ND REVISION	13.06.20



1152 West 8th Ave., Vancouver, BC V6H 1R8
Tel: 604-271-1111 Fax: 604-271-1111

PROJECT
MAPLEWOOD TOWNHOMES
435-475 SEYMOUR RIVER PLACE
NORTH VANCOUVER, BC

DRAWING
COLOUR SCHEME B

SCALE	SHEET
1/8" = 1'-0"	A1.10
DATE	FEBRUARY 2013

* DUE TO PRINTING INACCURACIES, COLOURS MAY NOT SHOW EXACT. REFER TO MATERIALS BOARD.

SEYMOUR RIVER PLACE



Project	Maplewood Townhomes
Client	Anthem Properties

DATE	10/15/2019
BY	J. [Name]
APP'D	[Signature]
REVISED	[Signature]
DATE	10/15/2019

Professional Seal

eta
 exterior + interior
 landscape + architecture

1000 10th Ave
 Vancouver, BC Canada V6J 1K4
 Tel: 604.681.1111
 Fax: 604.681.1112
 www.eta-landscape.com

Anthem PROPERTIES

MAPLEWOOD TOWNHOMES
 435-475 Seymour River Place
 North Vancouver, BC

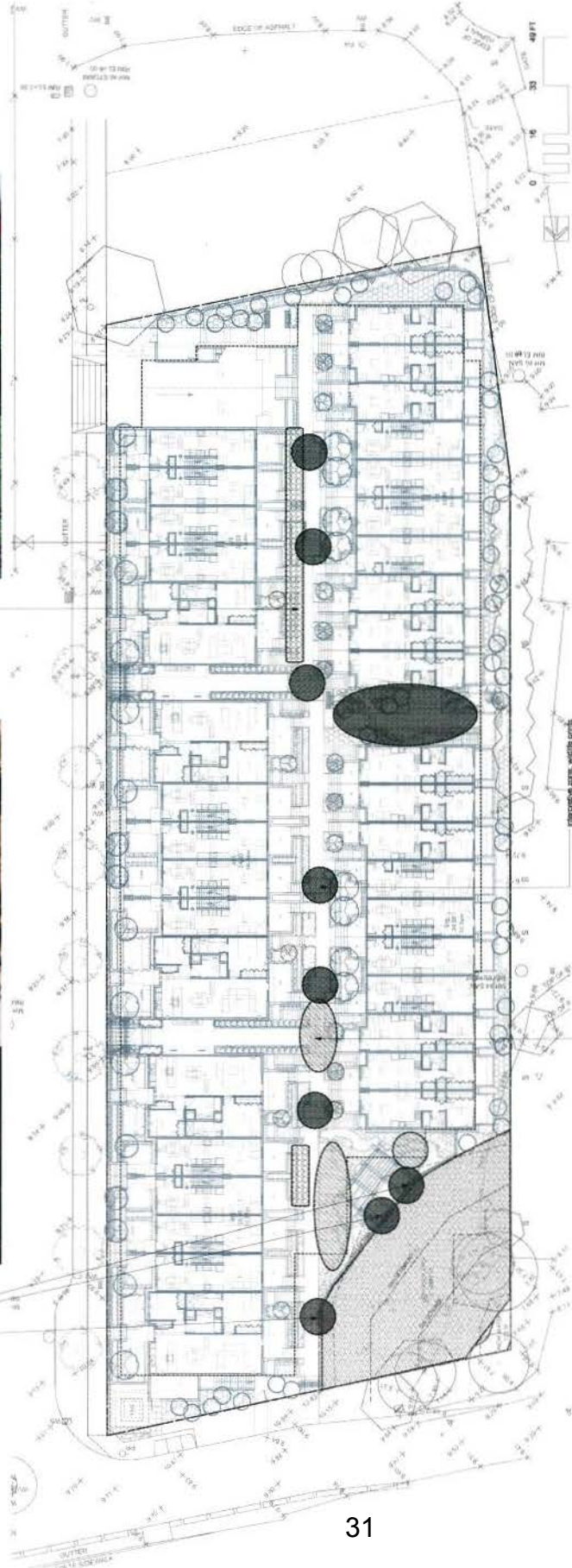
Drawing No: L7.1
 Landscape Site: Play Diagram

Project Name	Maplewood Townhomes
Client	Anthem Properties
Location	435-475 Seymour River Place, North Vancouver, BC
Scale	1:100
Date	10/15/2019
Sheet	L7.1
Total	20

sanitary zone, utilizing colorful elements and groundcovers that have different scents - advice panels with image boards describing them



integrated zones - understanding the patterns within the Riparian Zone - watercourse, plant species, fences and walls

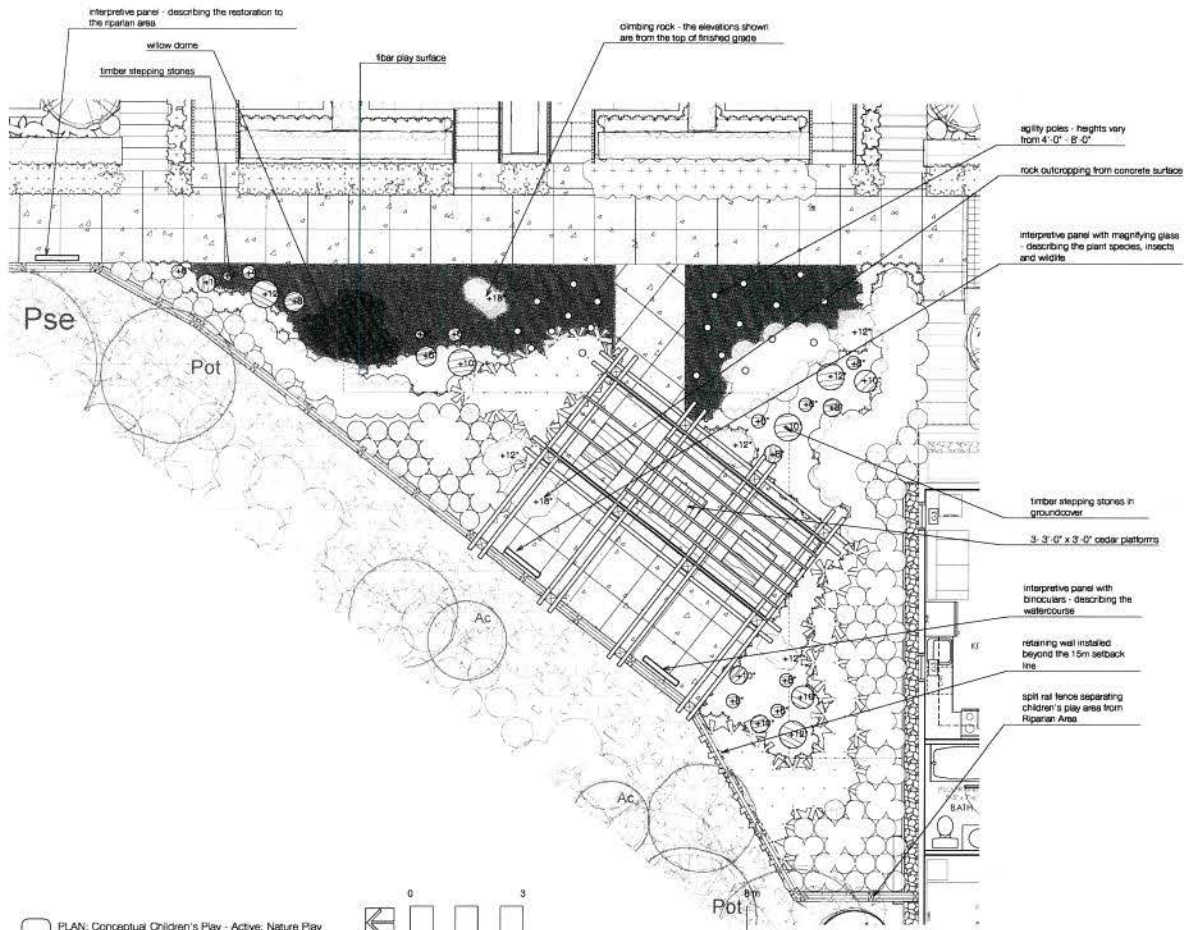


activity zone opportunities to engage to run/jump/climb/crawl

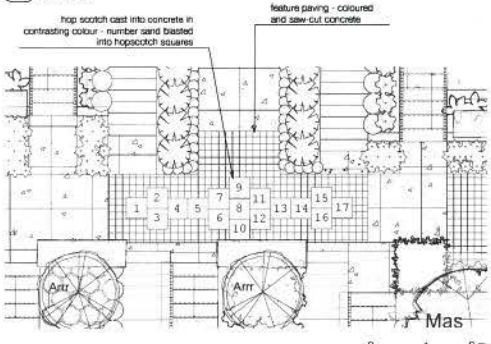


LEGEND

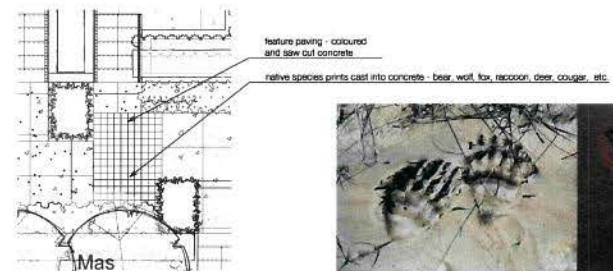
- ACTIVE**
 - log stepping stones, 12" x 12" cutting boards, metal drums, lighty poles
- INTERPRETIVE**
 - the raised systems and walls on and around the site
 - walls prints along curvilinear walkway
- SENSORY**
 - utilizing permeable and groundcover that are scented and tactile
 - plant density board
- REPAIR/AN**
 - restoration of riparian area and stream bed
 - community safety



1 PLAN: Conceptual Children's Play - Active: Nature Play
Scale: 1:50



2 PLAN: Conceptual Children's Play - Active: HopScotch
Scale: 1:50



3 PLAN: Conceptual Children's Play - Interpretive: Prints
Scale: 1:50



Revised	No.	Date	Revision Notes
	A	5/24/12	ISSUED FOR READING THE APPLICATION
	B	7/13/12	ISSUED FOR DESIGN PHASE
	C	5/13/12	ISSUED FOR DETAILED PLANNING APPLICATION
	D	6/11/12	ISSUED FOR DETAILED PLANNING APPLICATION - SITE SUBMISSION

Professional Seal

eta
sokford tyacke + associates
landscape architecture

1000 West 2nd Avenue
Vancouver, BC, Canada V6J 1A4
T: 604-440-1400
F: 604-440-1401
www.eta.ca

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Anthem
PROPERTIES

Project
MAPLEWOOD
TOWNHOMES
435-475 Seymour River Place
North Vancouver, BC

Landscape Title
Landscape Detail Plan:
Play Areas

Scale

Project Manager	Project ID
Client	21210
CD	50-11100
Project No.	04-09-2012
Date	LB 2
	26

Print Date
04/11/12
P:\11-Maplewood\04-09-2012.mxd

The Corporation of the District of North Vancouver

Bylaw 7999

A bylaw to amend The District of North Vancouver Zoning Bylaw (3210), 1965 to rezone the following residential properties:

- Lot A, Block 2, District Lot 791, Plan 11707 (PID: 009-061-606)
- Lot 7 of Lot 1, Block 3, District Lot 791, Plan 2871 (PID: 007-043-384)
- Lot 6 of Lot 1, Block 3, District Lot 791, Plan 2871 (PID: 007-472-111)
- Lot B (Explanatory Plan 4494), of Lots 3 to 5 of Lot 1, Block 3, District Lot 791, Plan 2871 (PID: 012-460-524)
- Lot 2, Block 3, District Lot 791, Plan 13688 (PID: 005-825-059)
- Lot D, Block 3, District Lot 791, Plan 17418 (PID: 007-280-653)
- Lot C, Block 3, District Lot 791, Plan 17418 (PID: 006-103-006)

(435, 441, 449, 453, 457, 463 and 475 Seymour River Place)

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

1. Citation

This bylaw may be cited as "District of North Vancouver Rezoning Bylaw 1297 (Bylaw 7999)".

2. Amendments

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

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

"Comprehensive Development Zone 73 CD73"

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

"4B73 Comprehensive Development Zone 73 CD73"

4B73-1) Intent:

The purpose of the CD73 Zone is to establish specific land use and development regulations for a 61 unit townhouse project over underground parking.

4B73-2) Uses:

The following *principal uses* shall be permitted in the Comprehensive Development 73 Zone:

(a) Uses Permitted Without Conditions:

- (i) Residential building, multiple-family townhouse

(b) Conditional Uses:

Not Applicable

4B73-3) Conditions of Use:

Not Applicable

4B73-4) Accessory Uses:

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

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

4B73-5) Density:

- (a) The maximum permitted density in the CD73 Zone is limited to a floor space ratio (FSR) of 0.45, inclusive of any density bonus for energy performance;
- (b) For the purposes of calculating floor space ratio, the area of underground parking garage, underground mechanical rooms, underground garbage and recycling collection areas, underground storage areas, high sill bay windows, window seats, chimneys and above ground electrical/mechanical rooms, is exempted.

4B73-6) Amenities:

Despite subsection 4B73-5, density in the CD73 Zone is increased to a maximum floor space ratio of 1.224 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 rental restrictions; and
2. Contributes \$395,000 to the municipality to be used for any or all of the following amenities (with allocation to be determined by the municipality in its sole discretion): public art; public plaza, park, trail, environmental or other

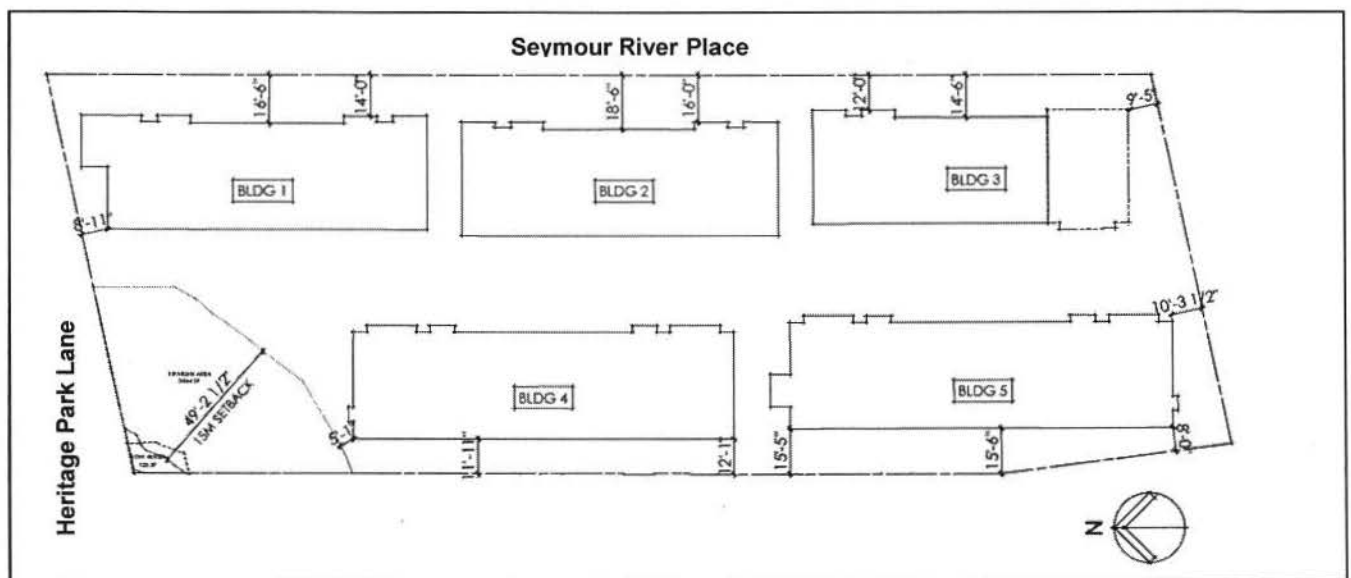
public realm improvements; municipal or recreation service or facility improvements; and/or the affordable housing fund.

4B73-7) Maximum Principal Building Size:

Not applicable

4B73-8) Setbacks:

Buildings and structures shall be set back from property lines to the principal building face in accordance with the following setback plan:



4B73-9) Building Orientation:

Not applicable

4B73-10) Building Depth and Width:

Not applicable

4B73-11) Coverage:

(a) Building Coverage shall not exceed 47%.

(b) Site Coverage shall not exceed 47.3%.

4B73-12) Height:

The maximum permitted height for each building, inclusive of a 15% bonus for sloping roofs, is 11.6m (38ft.).

4B73-13) 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

4B73-14) Landscaping:

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

4B73-15) Subdivision Requirements:

Not Applicable

4B73-16) Additional Accessory Structure Regulations:

Not applicable.

4B73-17) Parking and Loading Regulations:

- (a) Parking spaces shall be provided on the basis of 1.89 spaces/unit inclusive of designated visitor and handicapped parking spaces
- (b) Not more than 14 spaces may be small car spaces;
- (c) Not more than 46 parking spaces may be tandem spaces and such spaces must be allocated in pairs to one unit;

- (d) All parking spaces shall meet the minimum width and length standards established in Part 10 of this Bylaw;
 - (e) All manoeuvring aisles shall meet the minimum width standards established in Part 10 of this Bylaw; and
 - (f) A minimum of 13 Class 2 bicycle parking spaces are required.”
- (C) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from the Residential Single Family 6000 Zone (RS4) to Comprehensive Development Zone 73 (CD 73).

READ a first time this the

PUBLIC HEARING held the

READ a second time the

READ a third time the

Certified a true copy of “Rezoning Bylaw 1297 (Bylaw 7999)” as at Third Reading

Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure this the

ADOPTED this the

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

The Corporation of the District of North Vancouver

Bylaw 8002

A bylaw to enter into a Housing Agreement (435-475 Seymour River Place)

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 8002, 2013".

2. Authorization to Enter into Agreement

2.1 The Council hereby authorizes the agreement, substantially in the form attached to this bylaw as Schedule "A", between The Corporation of the District of North Vancouver and Anthem Maplewoods Developments Ltd. (Inc. No. BC0960808) with respect to the following lands:

a) All the lands included within:

Lot A, Block 2, District Lot 791, Plan 11707 (PID: 009-061-606);

Lot 7 of Lot 1, Block 3, District Lot 791, Plan 2871

(PID: 007-043-384);

Lot 6 of Lot 1, Block 3, District Lot 791, Plan 2871

(PID: 007-472-111);

Lot B (Explanatory Plan 4494), of Lots 3 to 5 of Lot 1, Block 3, District Lot 791, Plan 2871 (PID: 012-460-524);

Lot 2, Block 3, District Lot 791, Plan 13688 (PID: 005-825-059);

Lot D, Block 3, District Lot 791, Plan 17418 (PID: 007-280-653); and

Lot C, Block 3, District Lot 791, Plan 17418 (PID: 006-103-006).

3. Execution of Documents

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

READ a first time this the

READ a second time this the

READ a third time this the

ADOPTED this the

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

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

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

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

Deduct LTSA Fees? Yes

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

SEE SCHEDULE

STC? YES

3. NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant Priority Agreement		Section 219 over CA3106377 and CA3106378

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

5. TRANSFEROR(S):
**ANTHEM MAPLEWOODS DEVELOPMENTS LTD. (INC. NO. BC0960808), AS TO COVENANT
CANADIAN WESTERN BANK, AS TO PRIORITY**

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

355 WEST QUEENS ROAD
NORTH VANCOUVER
BRITISH COLUMBIA
V7N 4N5 CANADA

7. ADDITIONAL OR MODIFIED TERMS:
N/A

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

Execution Date		
Y	M	D

Transferor(s) Signature(s)
Anthem Maplewoods Developments Ltd., by its authorized signatory(ies):

 Print name:

 Print name:

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

**LAND TITLE ACT
FORM D
EXECUTIONS CONTINUED**

Officer Signature(s)

Execution Date		
Y	M	D

Transferor / Borrower / Party Signature(s)

Canadian Western Bank, by its
authorized signatory(ies):

Print name:

Print name:

The Corporation of the District of North
Vancouver, by its authorized
signatories:

Mayor:

Clerk:

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM E**

SCHEDULE

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND

STC for each PID listed below? YES

[PID]	[LEGAL DESCRIPTION – must fit in a single text line]
006-103-006	LOT C BL 3 DL 791 PLAN 17418
007-280-653	LOT D BL 3 DL 791 PLAN 17418
005-825-059	LOT 2 BL 3 DL 791 PLAN 13688
012-460-524	LOT B (EXPLANATORY PLAN 4494) OF LOTS 3 TO 5 OF LOT 1 BL 3 DL 791 PLAN 2871
007-472-111	LOT 6 OF LOT 1 BL 3 DL 791 PLAN 2871
007-043-384	LOT 7 OF LOT 1 BL 3 DL 791 PLAN 2871
009-061-606	LOT A BL 2 DL 791 PLAN 11707

SECTION 219 COVENANT – HOUSING AGREEMENT

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

BETWEEN:

ANTHEM MAPLEWOODS DEVELOPMENTS LTD. (Inc. No. BC0960808),
Suite 300 – 550 Burrard Street, Vancouver, BC V6C 2B5

(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. 9.13 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 sixty one (61) 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 8002 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:

Suite 300 – 550 Burrard Street
Vancouver, BC V6C 2B5

Attention: Rocky Sethi, Development Manager
Facsimile: (604)

If to the Unit Owner:

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

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

6.13 Further Assurances

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

6.14 Enuring Effect

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

7. **INTERPRETATION**

7.01 References

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

7.02 Construction

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

7.03 No Limitation

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

7.04 Terms Mandatory

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

7.05 Statutes

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

7.06 Entire Agreement

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

- (b) This Agreement may be amended only by a document executed by the parties to this Agreement and by bylaw, such amendment to be effective only upon adoption by District Council of a bylaw to amend Bylaw 7956.

7.07 Governing Law

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

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

CONSENT AND PRIORITY AGREEMENT

GIVEN THAT:

- A. ANTHEM MAPLEWOODS DEVELOPMENTS LTD. (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 CANADIAN WESTERN BANK (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. CA3106377 and CA3106378 (together, the "Prior Charge");
- C. The Owner granted to THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER (the "District") a Covenant attached to this Agreement and registered against title to the Land in the LTO immediately before registration of this Agreement (the "Subsequent Charge"); and
- D. Section 207 of the *Land Title Act* permits the Prior Chargeholder to grant priority over a charge to the District as Subsequent Chargeholder.

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

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

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

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

**PUBLIC INFORMATION
MEETING SUMMARY REPORT**

To: Doug Allan, Planner, District of North Vancouver
Rocky Sethi, Anthem Properties
From: Catherine Rockandel, IAF Certified Professional Facilitator, Rockandel & Associates
Tel: 1-604-898-4614 E: cat@growpartnerships.com
Re: Public Information Meeting Summary for 435-475 Seymour River Place Rezoning
Date: April 29, 2013 **DRAFT**

Event Date: Tuesday, April 23, 2013
Time: 6:30 PM – 8:30 PM
Location: Kenneth Gordon Maplewood School, 420 Seymour River Place
Attendees: Twenty-two (22) citizens
Comment Forms: Provided to Doug Allan, District of North Vancouver Planning

Notification

Flyer Invitation

An invitation letter was hand delivered to homes to a minimum of 75m of the site with some additional packages outside of the 75m.

Site Signs

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

Newspaper Advertisement

Advertisements were placed in the North Shore News, on April 17 and 19, 2013

Attendees: A total of twenty-two (22) citizens were in attendance. In addition, the following project team members, District of North Vancouver staff and one Councilor were in attendance.

District of North Vancouver
Doug Allan, Community Planner
Mike Little, Councillor

Project Team

Property Owner:
Steve Forrest, VP Development, Anthem Properties
Rocky Sethi, Development Manager, Anthem Properties
Riley Mari, Development Coordinator, Anthem Properties
Brent Hawkins, Director of Construction, Anthem Properties
Rob Blackwell, Sr. VP Development, Anthem Properties

Architect:

James Bussey, Architect, Formwerks Architecture
Kim Barnsley, Formwerks Architecture

Landscape Architect:

Gerald Eckford, Principle, ETA, Landscape Architects
Cheryl Bouwmeester, Associate, ETA Landscape Architects

Transportation Planning:

Tyler Thompson, Transportation Planner Bunt & Associates,

Facilitator

Catherine Rockandel, Rockandel & Associates

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

C1: I am concerned about access for residents in area because there is only one way in and out of the area

A1: Doug Allan said that traffic management plans would be developed for the project as a condition of a development permit to ensure that, as construction occurs, impacts on the community are minimized. Anthem has engaged Bunt who have been involved in the traffic review and commented that traffic service levels for movements on Seymour River Place were adequate. Emergency exiting from the subdivision should be reviewed more comprehensively by the DNV.

Q2: Could the proponent have a higher energy rating for the project?

A2: As rezoning is required, compliance with the District's Green Building Strategy is mandatory. This would require that the project achieve a 'gold' building performance under either LEED Canada or Built Green and that it meet a minimum energy performance level. As the project consists of wood frame buildings, Anthem has elected to adhere to the standards of the Built Green program which is endorsed by the Canadian Home Builders' Association. Anthem has indicated that they are seeking to achieve an energy performance level equivalent to Energuide 82.

Q3: Is there going to be or could there be a roundabout at Seymour Place and Dollarton Highway?

A3: Doug Allan said that the need for a roundabout has not been identified at this point but the issue could be looked at in future as part of the development of an Implementation Plan for the Village Centre. Bunt commented that for the current movements calculated from actual field surveys, a roundabout was not required.

C4: I like the aesthetics of project

Q5: Where do all the projects under development in area stand at this point?

A5: Doug Allan said that currently the other project in area at 2135-2167 Mount Seymour Parkway for Guildford Brook Estates is being revised. We would anticipate that the revised

scheme might be available for Council's consideration in July with a referral to a public hearing at a date to be determined.

Q6: What type of amenities would be considered?

A6: We are working with North Vancouver Office of Cultural Affairs on the consideration of the public art for the project

C7: I would prefer trails as an amenity rather than another statue

A7: Councilor Mike Little commented that there are two streams of funding one for parks, trails and infrastructure and the other for arts. The development will contribute CAC's (Community Amenity Contributions), DCC's (Development Cost Charges) as well as Public Art, and each has its own 'bucket' and areas for expenditure. Doug Allan commented that an art installation doesn't necessarily mean a statue as there are many other forms which the art could take such as decorative gates which has been used on another project.

C8: A resident thanked the proponent for the notification letters. They suggested that an amenity they liked were the artistic gates near Lynnmour.

A8: This type of public art has been reviewed by the applicant and could be considered as an option for the site. Ultimately, the artist will offer their opinion on the form of art, which is most applicable to the development and seek approval from the North Vancouver Public Art Advisory Committee.

C9: For amenities, I would like to see you incorporate historic values into the development that tell stories of the area such as Butlers Store?

Q10: Can you survey the neighbourhood as to the types of amenities/art they would like?

A10: Aside from public art, the applicant needs to provide a Community Amenity Contribution which can be used for projects in the community. Doug Allan indicated that this would be done with community participation through the development of the Village Centre Implementation Strategy.

Q11: Could the developer purchase the adjacent properties to create more green space around the development?

A11: Doug Allan commented that the CAC's could be used in part, to develop the District Park north of the school site but that the lands to the west could be redeveloped under the Local Plan or consisted of Maplewood Farm.

Q12: How much do you think the units will sell for?

A12: 500 square feet, one bedrooms starting at \$270,000 and 1400 square feet three bedrooms for approximately \$600,000

Q13: Can you rent or sublet? What will be the restrictions?

A13: Anthem suggested some restrictions might include no pets. Ultimately, typical strata bylaws will be registered which typically do not restrict rentals. Doug Allan commented that the District would determine if it was necessary to register a covenant to prevent a future strata council from enacting bylaws or regulations that would prohibit rentals.

Anthem Properties - 435-475 Seymour River Place Rezoning
Public Information Meeting Summary
April 2013

Q14: Is this a strata?

A14: Yes

PUBLIC HEARINGS

7:00 pm, Tuesday, September 10, 2013

Council Chamber of District Hall, 355 West Queens Road

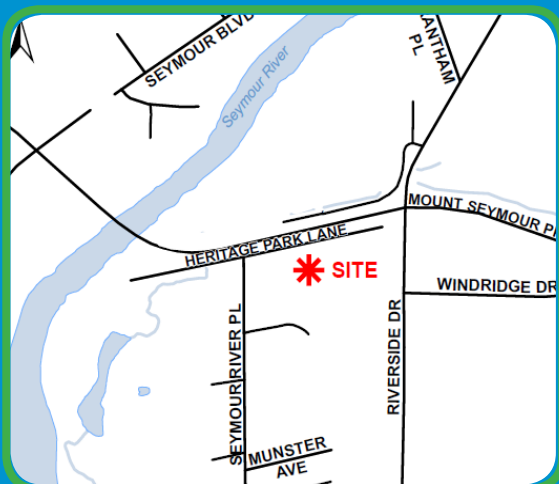
2135 - 2167 Heritage Park Lane Rezoning Bylaw 1298

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

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

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

Site Map



Proposed*



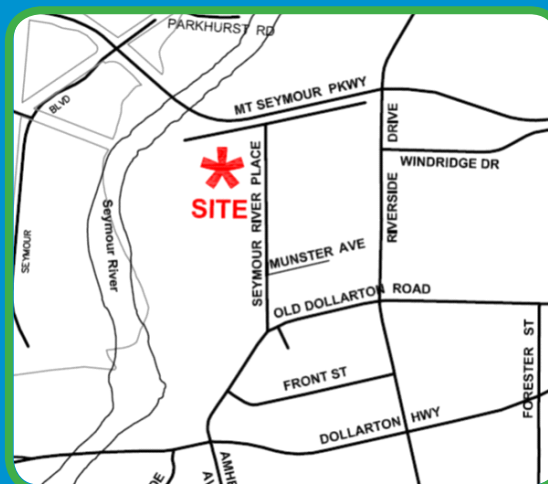
435 - 475 Seymour River Place Rezoning Bylaw 1297

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

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

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

Site Map



Proposed*



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

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

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

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

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