

# AGENDA

*PUBLIC HEARING*

**Tuesday, April 21, 2015**

**7:00 p.m.**

**Council Chamber, Municipal Hall**

**355 West Queens Road,**

**North Vancouver, BC**

**Council Members:**

Mayor Richard Walton

Councillor Roger Bassam

Councillor Mathew Bond

Councillor Jim Hanson

Councillor Robin Hicks

Councillor Doug MacKay-Dunn

Councillor Lisa Muri



NORTH VANCOUVER  
DISTRICT

[www.dnv.org](http://www.dnv.org)

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**PUBLIC HEARING**

**7:00 p.m.**  
**Tuesday, April 21, 2015**  
**Municipal Hall, Council Chambers**  
**355 West Queens Road, North Vancouver**

**1. OPENING BY THE MAYOR**

**2. INTRODUCTION OF BYLAW BY CLERK**

**The District of North Vancouver Rezoning Bylaw 1327 (Bylaw 8113)**

*Purpose of Bylaw:*

Bylaw 8113 will amend the District's Zoning Bylaw by rezoning the subject site from Single-Family Residential 6000 Zone (RS4) to Comprehensive Development Zone 89 (CD89) enabling the development of an 18 unit townhouse project.

**3. PRESENTATION BY STAFF**

Presentation: Erik Wilhelm, Community Planner

**4. PRESENTATION BY APPLICANT**

Presentation: Noort Developments Ltd.

**5. REPRESENTATIONS FROM THE PUBLIC**

**6. QUESTIONS FROM COUNCIL**

**7. COUNCIL RESOLUTION**

*Recommendation:*

THAT the April 21, 2015 Public Hearing be closed;

AND THAT "The District of North Vancouver Rezoning Bylaw 1327 (Bylaw 8113)" be returned to Council for further consideration.

**8. CLOSING**

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# The Corporation of the District of North Vancouver

## Bylaw 8113

A bylaw to amend the District of North Vancouver Zoning Bylaw 3210, 1965

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

### 1. Citation

This bylaw may be cited as “The District of North Vancouver Rezoning Bylaw 1327, (Bylaw 8113)”.

### 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 CD89”

2.1.2 Part 4B by inserting the following:

**“4B89 Comprehensive Development Zone 89 (CD89)”**

#### **4B89-1 Intent:**

The purpose of the CD-89 zone is to permit development of an 18 unit townhouse development at 115 and 123 West Queens Road.

#### **4B89-2 Uses:**

The following *principal uses* shall be permitted in the Comprehensive Development 89 Zone:

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

- (i) Ground-oriented stacked townhouse residential use

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

Not applicable

**4B89-3 Conditions of Use:**

Not applicable.

**4B89-4 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.

**4B89-5 Density:**

- (a) The maximum permitted density in the CD89 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 parking garages, electrical/mechanical rooms, garbage and recycling collection areas, and bicycle storage areas, is exempted.

**4B89-6 Amenities:**

Despite subsection 4B89-5, density in the CD89 Zone is increased to a maximum floor space ratio of 1.70 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 \$106,485 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.

**4B89-7 Maximum Principal Building Size:**

Not applicable.

**4B89-8 Setbacks:**

(a) Basement Level:

<b>Location</b>	<b>Buildings and Structures Minimum setback</b>
Front Yard (West Queens Road)	0 m (0 ft)
Lane	0 m (0 ft)
Rear Yard	2.44 m (8 ft)
West Side Yard	0 m (0 ft)
East Side Yard	0 m (0 ft)

(b) Ground Level:

<b>Location</b>	<b>Buildings and Structures Minimum setback</b>
Front Yard (West Queens Road)	3.56 m (11.67 ft)
Lane	0 m (0 ft)
Rear Yard	2.44 m (8 ft)
West Side Yard	3.75 m (12.3 ft)
East Side Yard	2.59 m (8.5 ft)

(c) Projections above the ground level are permissible as follows:

<b>Setback</b>	<b>Maximum Setback Reduction</b>
West Side Yard	0.43 m (1.41 ft)
East Side Yard	0.43 m (1.41 ft)

(c) Balconies are excluded from any setback requirements.

(d) Minimum separation required between the primary buildings at the ground level shall be at least 9.4 m. (30.84 ft).

**4B89-9 Building Orientation:**

Not applicable.

**4B89-10 Building Depth and Width:**

Not applicable.

**4B89-11 Coverage:**

- a) Building Coverage shall not exceed 90%.
- b) Site Coverage shall not exceed 57%.

**4B89-12 Height:**

- a) The maximum building height is 13.7 meters (45 ft).
- b) In the case of a roof, the slope of which is 6 in 12 or greater, the maximum permitted height may be increased by 15%.

**4B89-13 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:

<b>Portion of Dwelling Unit</b>	<b>Noise Level (Decibels)</b>
Bedrooms	35
Living and Dining rooms	40
Kitchen, Bathrooms and Hallways	45

**4B89-14 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 or fencing in accordance with an approved landscape plan.

**4B89-15 Subdivision Requirements**

Not applicable.

**4B89-16 Additional Accessory Structure Regulations**

Not applicable.

**4B89-17 Parking and Loading Regulations:**

- (a) Parking shall be provided at a ratio of 1.78 parking spaces per unit inclusive of designated visitor and parking for persons with disabilities;
- (b) All regular, small car and handicapped parking spaces shall meet the minimum width and length requirements established in Part 10 of this Bylaw;
- (c) Vehicular drive aisles shall be a minimum of 6 metres (20 ft) in width; and



(d) A minimum of 24 Class 2 bicycle parking spaces shall be provided.

(e) A bike rack within the shared courtyard that can accommodate a minimum of 5 bicycles shall be provided.”

2.1.3 The Zoning Map is amended in the case of the lands in Schedule A, by rezoning the land outlined and noted as “site” from Residential Single Family Residential 6000 Zone (RS-4) to Comprehensive Development 89 Zone (CD89).

**READ** a first time March 30<sup>th</sup>, 2015

**PUBLIC HEARING** held

**READ** a second time

**READ** a third time

Certified a true copy of “Bylaw 8113” as at Third Reading

\_\_\_\_\_  
Municipal Clerk

**APPROVED** by the Ministry of Transportation and Infrastructure on

**ADOPTED**

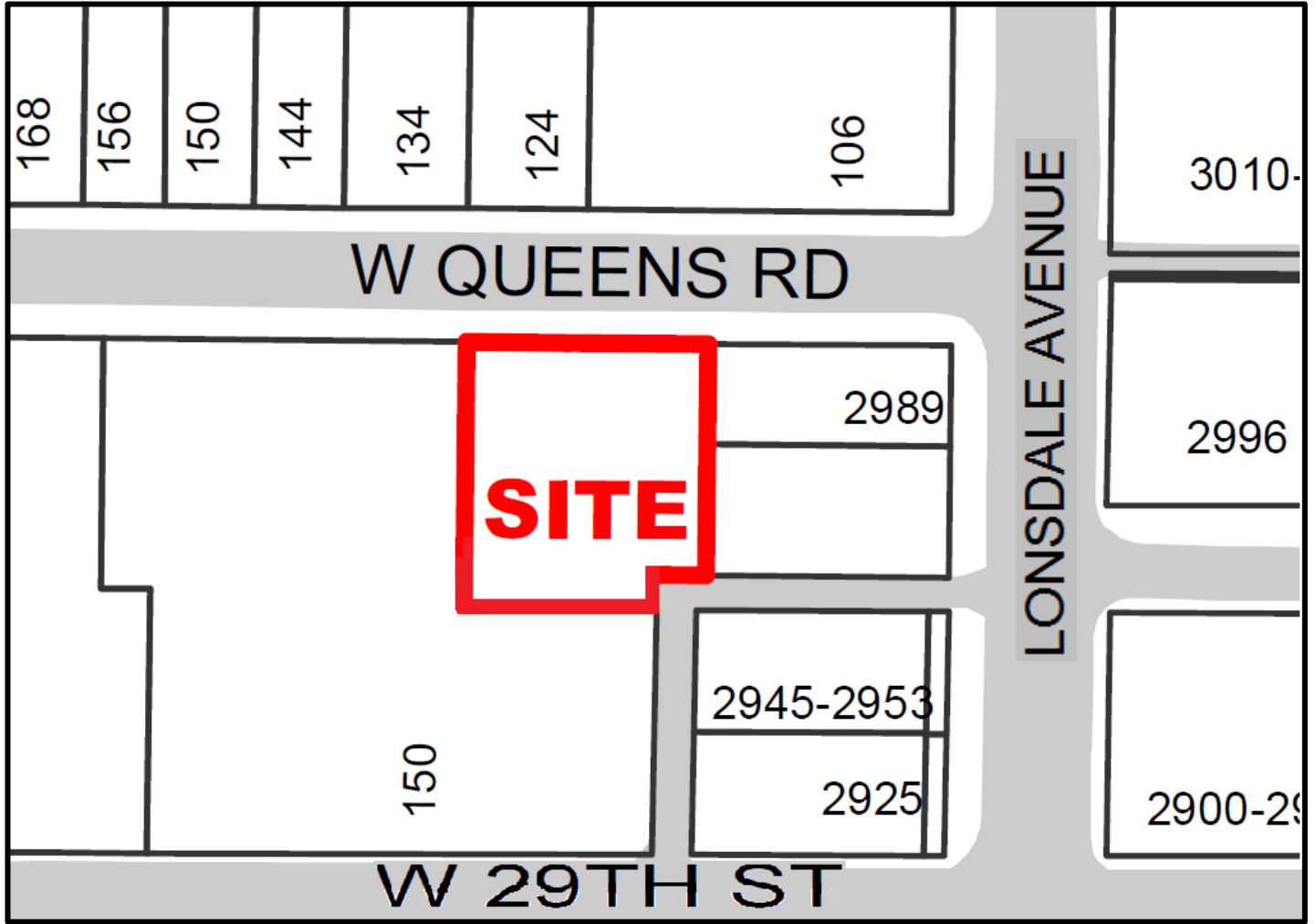
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Municipal Clerk

Certified a true copy

\_\_\_\_\_  
Municipal Clerk

Schedule A to Bylaw 8113



AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>March 30, 2015</u>
<input type="checkbox"/> Workshop (open to public)	Date: _____



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

March 19, 2015  
File: 08.3060-20/027.14

**AUTHOR:** Erik Wilhelm, Planner

**SUBJECT:** BYLAW 8113 (REZONING BYLAW 1327) &  
BYLAW 8114 (HOUSING AGREEMENT BYLAW):  
18 UNIT TOWNHOUSE DEVELOPMENT AT 115 & 123 WEST QUEENS RD.

**RECOMMENDATION:** It is recommended that:

1. Bylaw 8113, which amends the Zoning Bylaw to rezone the properties at 115 and 123 West Queens Road from Single-Family Residential 6000 zone (RS4) to Comprehensive Development Zone 89 (CD89) to permit an 18 unit townhouse project, be given First Reading;
2. Bylaw 8113 be referred to a Public Hearing; and
3. Bylaw 8114, 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 8113 to rezone the subject properties. Bylaw 8114 implements the District's Strata Rental Protection Policy for the proposed project to ensure the units retain the option to be rented.

**SUMMARY:**

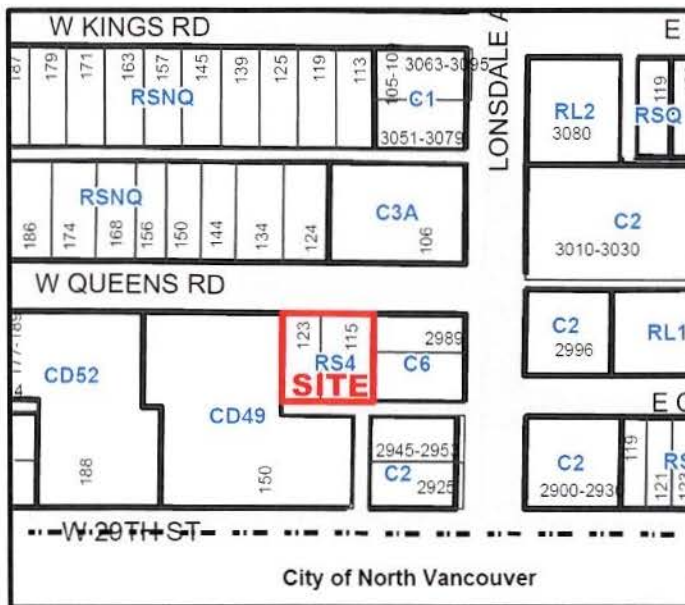
Noort Developments Ltd. seeks rezoning of two single family properties to allow an 18 unit stacked townhouse project at 115 and 123 West Queens Road. The proposal complies with the Official Community Plan (OCP) designation and the bylaws supporting the project are recommended for introduction and referral to Public Hearing.

	W WINDSOR RD	E WINDSOR RD
	W KINGS RD	E KINGS RD
	W QUEENS RD	
	CHESTERFIELD AVE * SITE W 29TH ST	E QUEENS RD E 29TH ST
TH ST	CHESTERFIELD AVE	LONSDALE AVE
TH ST	ERN AVE	EASTERN AVE

**ANALYSIS:**

**Site and Surrounding Area:**

The development site is currently two detached residential properties on the south side of West Queens Road just west of Lonsdale Avenue. The Queens Cross Pub is located directly east of the site and 'Churchill Retirement Residences' is located south and west of the site. A gas station is located northeast of the site and single family homes are located to the north and northwest of the site. The site is currently zoned Single-Family Residential 6000 (RS4).

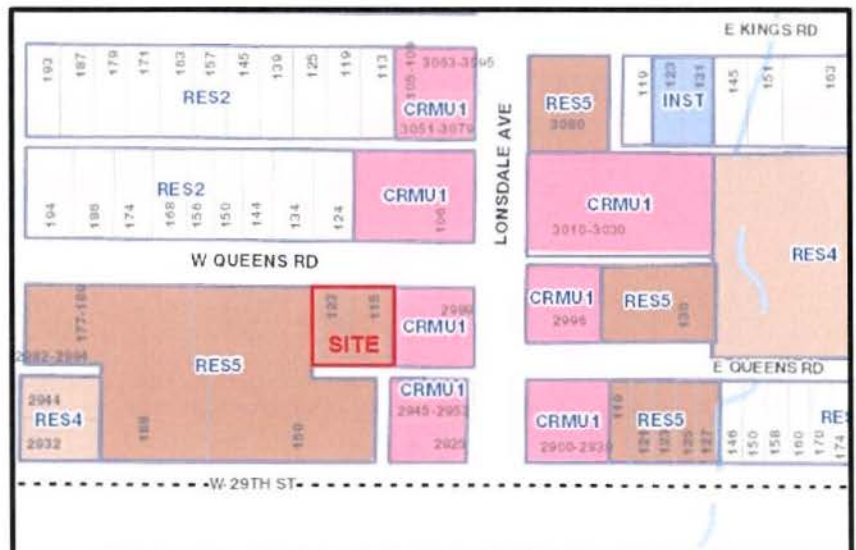


**EXISTING POLICY:**

Official Community Plan (OCP)

The site is designated Residential Level 5: "Low Density Apartment" (RES5) in the OCP. Areas designated for low density apartment are intended predominantly for multifamily housing in centres and corridors at a density of up to approximately 1.75 FSR. Development in this designation will typically be expressed in low-rise apartments, but may include some townhouses.

Properties to the west have the same OCP designation as the development site while those along



Lonsdale Avenue are designated Commercial Residential Mixed Use Level One (CRMU1) which allows mixed-use development to a maximum density of up to approximately 1.75 FSR.

The development site is within the Queensdale "Village Centre" – One of the six designated village centres throughout the District. Generally, the OCP designations near the core of village centres (as is the case for Queensdale) support increased multi-family and mixed use densities in order to take advantage of transit options, access to services, and walkability. The objective for each village centre is to build on their own unique characteristics and to create distinct urban village environments.

The proposed FSR for the development at approximately 1.68 F.S.R. is consistent with the OCP designation for the site.

#### North Lonsdale Delbrook Official Community Plan

The policies and objectives in the OCP considered the general directions from the North Lonsdale Delbrook Official Community Plan (1995) and the previous plan remains as a guidance document in consideration of new development.

The North Lonsdale Delbrook Plan designated the south side of West Queens Road (100 block) for seniors and 'empty nesters' housing at a maximum density of 36.3 units per acre (90 units/hectare). The development proposal under consideration proposes market housing with no preference given to seniors or 'empty nesters'. The following seniors housing is currently available in the immediate vicinity:

- 188 West 29<sup>th</sup> Street: "Vista 29" - A 50 unit condominium development which has a 55+ occupancy restriction.
- 150 West 29<sup>th</sup> Street: "Churchill Retirement Residence" – A 97 unit rental development providing assisted living for seniors.

#### Zoning

The site is currently zoned Single-Family Residential 6000 (RS4). To accommodate the proposed stacked townhouse development the site requires rezoning; accordingly, Bylaw 8113 (Attachment A) proposes to create a new Comprehensive Development Zone 89 (CD89).

#### 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 residential units. The policy requires a Housing Agreement to ensure that future strata bylaws do not prevent owners from renting their units. Bylaw 8114 (Attachment B) authorizing a Housing Agreement to implement this policy.

#### Development Permit Areas

The development site is designated as Development Permit Areas for the following purposes:

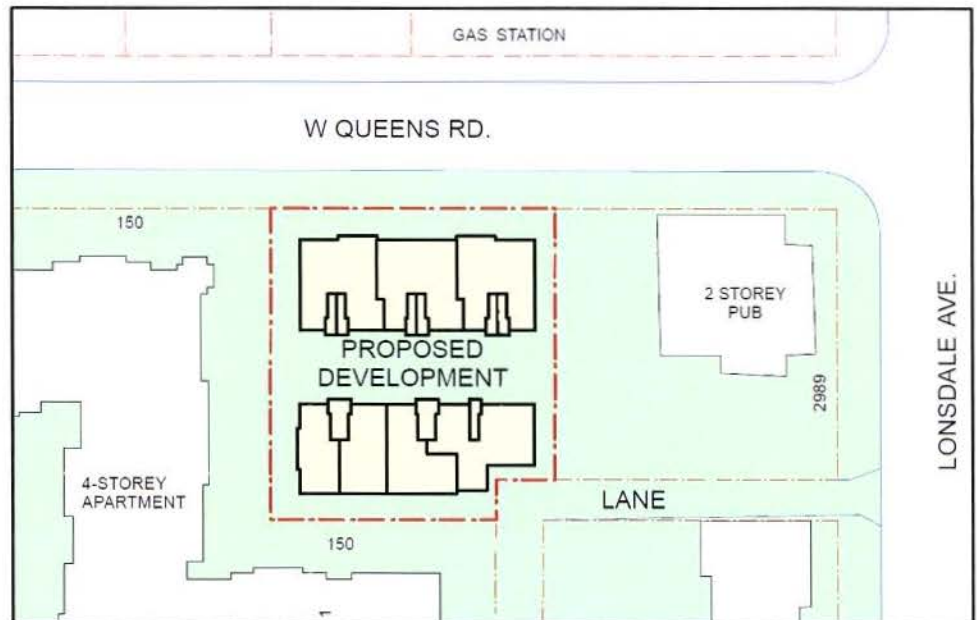
- Form and Character of Multi-Family Development (Multi-Family Housing); and
- Energy and Water Conservation and Greenhouse Gas Emission Reductions.

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.

**PROJECT DESCRIPTION:**

The development includes 18 stacked townhouse units in two separate buildings arranged around a central courtyard. As proposed, three units will have direct front door access to West Queens Road while the remaining 15 units will be accessed from the courtyard. The adjacent site plan indicates the general siting of the proposed buildings.

The application requires purchase of a portion of municipal lane located south of the development site and the lane closure bylaw has been considered by Council. The secured parking area, beneath the development, will be accessed from the rear of the site via the existing lane.



A mix of two and three bedroom units is proposed within the development: 5 two bedroom units and 13 three bedroom units. The drawing below illustrates the proposal as viewed from West Queens Road and the appearance of the development from the street. Given the slope onsite (which slopes from a higher elevation on West Queens Road), the development's northerly building appears as a three storey development when viewed from West Queens Road.



*Rendering - Looking to the Southwest*

Thirty-two parking stalls are provided for the development in an underground parking garage; 3 of the stalls are designated visitor spaces. Parking proposed for the development is reduced by four stalls relative to standard zoning bylaw requirements; however, a professional parking reduction analysis was provided which supports the reduced parking (to a ratio of approximately 1.78 stalls per unit inclusive of visitor parking). Transit services nearby within the Lonsdale corridor and nearby access to goods and services within the Queensdale Village Centre help to support the proposed small reduction in parking requirements.

The development will provide:

- 29 Bicycle stalls (24 secure for residents & 5 for visitors located in courtyard);
- 32 Parking stalls (29 for residents & 3 for visitors);
- 10 Tandem parking stalls (31% of total parking);
- 11 Small Car parking stalls (34% of total parking);
- 1 Universally accessible parking stall.

The development includes a sloped-roof design that provides some variety in design compared to the flat roof design seen in the existing Churchill Residences building to the west and to reflect the sloped roof designs seen in the single family homes northwest of the site and the Queens Cross Pub to the east.

#### Accessible Units

In response to the District's "Accessible Design Policy for Multi-Family Housing", the development incorporates two accessible units (which front directly onto West Queens Road) which can be retrofitted to provide enhanced accessible design elements in accordance with District policy. Among other adaptations, these two units could be provided stair lifts to access the parking garage. As required within the accessible design policy, there are certain basic accessible design elements that must be incorporated into the design for each unit (where feasible). At the development permit stage, the developer will be required to submit an "Accessible Multi-Family Housing Design Checklist" which identifies how the entire development attains the requirements of the policy.

#### **REZONING BYLAW 8113**

To implement this project, Bylaw 8113 (Attachment A) creates a new Comprehensive Development Zone 89 (CD89). This new zone:

- establishes ground-oriented multiple family residential use as a permitted use;
- limits the number of units to 18;
- limits the FSR to a maximum of 1.70;
- establishes a maximum building height of 45 ft with a small height bonus to accommodate the sloped roofs
- sets site coverage at a maximum of 90%
- sets building coverage at a maximum of 57%;
- establishes acoustic performance requirements;
- requires a parking ratio of approximately 1.78 stalls per unit

- establishes a minimum drive aisle width of at least 6m (20 ft); and
- generally establishes the following building setbacks
  - Front Setback: 3.56 metres
  - West Side Yard Setback: 3.75 metres
  - East Side Yard Setback: 2.59 metres
  - Rear Yard Setback 3.35 metres
  - Setback from Lane: 0 metres

### ACOUSTIC REGULATIONS

The CD89 zone includes the District's residential acoustic regulations for maximum noise levels in bedrooms, living areas and other areas of the residential units where units front an arterial roadway. The application will be required to meet these requirements.

### 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. An amount of \$106,485 is applicable for payment at the building permit stage and the CD89 zone specifies this amount in order to achieve the maximum density of 1.7 FSR in the zone.

### PUBLIC ART

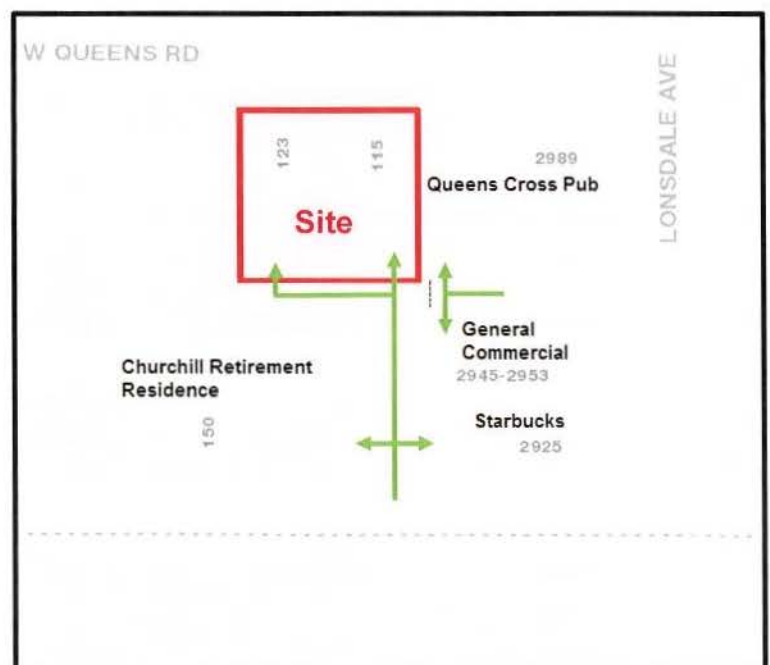
The applicant has submitted a letter of intent indicating their commitment to provide public art for this project. Funds to provide public art are anticipated to be approximately 0.5% of the estimated cost of construction and form part of the Community Amenity Contribution.

The applicant will work with the Public Art Coordinator and North Vancouver Public Art Advisory Committee to establish a plan prior to consideration of a Development Permit.

### VEHICLE ACCESS:

The adjacent map indicates the existing traffic movements in the local area with site access locations shown by green arrows. There is an existing barrier within the lane just south of the Queens Cross Pub that stops movements westward from Lonsdale Avenue. This barrier allows entrance into the Queen Cross Pub underground parking and the parking lot for the commercial site at 2945-2953 Lonsdale Avenue.

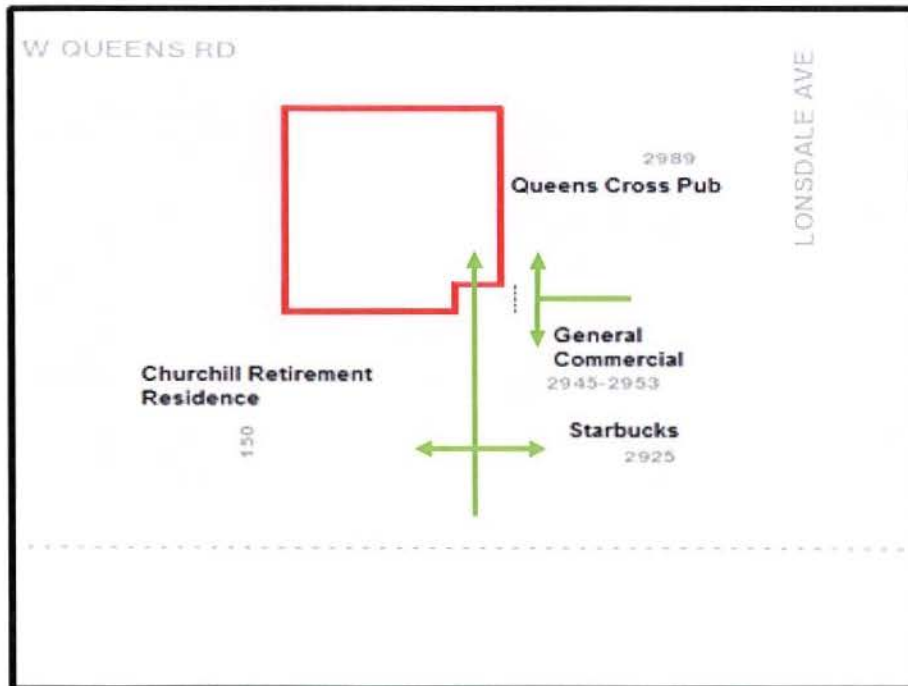
Transportation Planning supports the proposed reduced parking and provision of vehicle access to the project via the existing lane in order to reduce vehicle access to West Queens Road. The traffic





movements within the lane to the rear of the site will remain in order to decrease use of the east/west lane for access to Lonsdale Avenue.

The site plan below indicates the proposed traffic movements within the lanes at the rear the proposed development.



**CONSTRUCTION TRAFFIC MANAGEMENT PLAN:**

In order to reduce development’s impact on pedestrian and vehicular movements, the developer will be 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 West Queens Road and within the lanes behind the development site. 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 West Queens Road 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.

There are no other impending rezoning or development permit projects within the Queensdale Village Centre that are slated for consideration by Council.

Advisory Design Panel:

The proposal was presented to the Advisory Design Panel on December 11, 2014. The Panel recommended approval subject to staff resolution of material use and location, finishes and simplification of design.

The applicant revised the proposal to address ADP recommendations and the proposal has been modified appropriately to the satisfaction of staff. The applicant's architect provided a scale model which will be available for Council's review.

**CONCURRENCE:**

Staff:

The project has been reviewed by Building, Parks, Engineering and Transportation, Urban Design Planning, Real Estate and Properties, and Fire Prevention staff. Staff has made recommendations, throughout the development process, to improve the development and to address specific concerns to the satisfaction of staff.

Public Input:

In accordance with Council's Policy, the applicant held a facilitated Public Information Meeting on November 27, 2014 at 2641 Chesterfield Avenue (St. Andrew's and St. Stephen's Presbyterian Church). The applicant provided notices to owners and occupants within 75 metres of the development site (multiple notices were provided to the building manager of Churchill Retirement Residence for circulation within common areas and elevator). The meeting was attended by five people and an excerpt from the facilitator's summary is attached (Attachment C).

**CONCLUSION:**

This rezoning proposal for 18 townhouses is in conformity with the Official Community Plan and applicable development permit guidelines. Bylaws 8113 and 8114 are ready for Council consideration.

**OPTIONS:**

The following options are available for Council's consideration:

1. Introduce Bylaws 8113 and 8114 and refer Bylaw 8113 to a Public Hearing (staff recommendation); or
2. Defeat Bylaws 8113 and 8114 at First Reading.



Erik Wilhelm  
Development Planner

Attachments:

A – Bylaw 8113

B – Bylaw 8114

C – Excerpt of Facilitator's Summary of Nov. 27, 2014 Public Information Meeting

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

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

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**READ** a third time

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\_\_\_\_\_  
Municipal Clerk

**APPROVED** by the Ministry of Transportation and Infrastructure on

**ADOPTED**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Municipal Clerk

Certified a true copy

\_\_\_\_\_  
Municipal Clerk



Schedule A to Bylaw 8113



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

**Bylaw 8114**

A bylaw to enter into a Housing Agreement (115 and 123 W. Queens Rd.)

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

**1. Citation**

This bylaw may be cited as "Housing Agreement Bylaw 8114, 2015".

**2. Authorization to Enter into Agreement**

2.1 The Council hereby authorizes the District of North Vancouver to enter into an agreement, substantially in the form attached to this bylaw as Schedule "A" (the "Housing Agreement"), between The Corporation of the District of North Vancouver and Noort Holdings Ltd., Inc. No. BC0092361, with respect to the following lands:

2.1.1 Amended Lot 3 (See 290725L) of Lot B, Blocks 4 to 13, District Lot 2026, Plan 3544C (PID: 012-786-683).

2.1.2 Amended Lot 4 (See 290724L) of Lot B, Blocks 4 to 13, District Lot 2026, Plan 3544C (PID: 002-708-035).

**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**

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Mayor

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Municipal Clerk

Certified a true copy

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Municipal Clerk

**Schedule A to Bylaw 8114**

**SECTION 219 COVENANT – HOUSING AGREEMENT**

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

BETWEEN:

Noort Holdings Ltd., Inc. No. BC0092361 of \_\_\_\_\_

(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 (as hereinafter defined);
- B. The Owner wishes to obtain development permissions with respect to the Lands and wishes to create a development which will contain residential 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. Section 219 of the *Land Title Act* (British Columbia) permits the registration in favour of the District of a covenant of a negative or positive nature relating to the use of land or a building thereon, or providing that land is to be built on in accordance with the covenant, or providing that land is not to be built on except in accordance with the covenant, or providing that land is not to be subdivided except in accordance with the covenant;

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 are hereby 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*, as a contract and a deed under seal between the parties, and as a covenant under Section 219 of the *Land Title Act*, and the Owner hereby further covenants and agrees that neither the Lands nor any building constructed thereon shall be used or built on except in accordance with this Agreement::

**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 18 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 8114 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 ninety-nine (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 by the subdivision of the Lands or any part thereof (including the Units) pursuant to the *Strata Property Act*, and upon all Unit Owners. .

3.04 Strata Bylaw Invalid

Any strata Ccorporation 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 thirty (30) days of delivery of the 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 upon demand 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 if arising directly from the negligence of the District or its employees, agents or contractors, the Owner will indemnify and save harmless each of the District and its board members, officers, directors, employees, agents, and elected or appointed officials, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities that all or any of them will or may be liable for or suffer or incur or be put to any act or omission by the Owner or its officers, directors, employees, agents, contractors, or other persons for whom the Owner is at law responsible, or by reason of or arising out of the Owner's ownership, operation, management or financing of the Proposed Development or any part thereof.

#### 5.02 Release

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, or the interests of any third party, and the District has no obligation to anyone to enforce the terms of this Agreement; and
- (c) The District may at any time terminate this Agreement, in whole or in part, and 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 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.

#### 6.12 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.

#### 6.13 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” and “shall” are to be construed as imperative.

7.05 Statutes

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

7.06 Entire Agreement

- (d) This is the entire agreement between the District and the Owner concerning its subject, and there are no warranties, representations, conditions or collateral agreements relating to this Agreement, except as included in this Agreement.
- (e) This Agreement may be amended only by a document executed by the parties to this Agreement and by bylaw, such amendment to be effective only upon adoption by District Council of a bylaw to amend Bylaw 8097.

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.

# Summary of Public Information Meeting Held Nov. 27, 2014

ATTACHMENT C

The project team present at the meeting included:

- Merlin Wick, Noort Holdings Ltd.
- Taizo Yamamoto, Yamamoto Architecture Ltd.
- Lilian Arishenkoff, Community Planner, District of North Vancouver
- Brian Wallace, BWW Consulting, Traffic Consultant
- Jay Hiscox, Main Street Architecture, Meeting Facilitator

A total of 5 people signed in to the meeting and 5 comment forms were returned.

Based on the feedback received, all of the attendees had their questions answered and none appeared to have left with outstanding questions. Several visitors were supportive of the scheme as presented, and several comments were noted that felt the project would be a welcome redevelopment for this frontage of West Queens Road.

Questions fielded during the meeting included the following;

- Concern for additional traffic that could be generated along West Queens Road, especially as relates to short term visitor parking to the project, and existing overflow parking from the pub.
- Concern regarding the number of visitor parking stalls provided.
- Concern for additional dogs' impact on private green lawns across West Queens Road
- Concern for project height and setbacks relative to existing single family housing along West Queens Road.
- Concerns regarding the attendance of the meeting, questions about the most suitable time to hold such a public information meeting.
- Concern regarding speed of traffic along West Queens Road
- Specific questions regarding parking signage and permitted parking on the street frontage.
- Questions regarding project timelines, expected construction completion.
- Questions regarding building materials, noise impact of street wall of 3 storeys.
- Questions regarding materials, colours, roof shapes

## 2.4 Community Inquiries

Noort Holdings Ltd. did not receive any community inquiries via emails and phone calls regarding the project.

## 2.5 Response to Public feedback

The following changes are presently contemplated as a result of the Public Information meeting:

- Noort would consider changing 2 resident parking spaces to visitor (if recommended by DNV staff)
- Secondary projections redesigned to a shed roof to reduce street noise along W. Queens Rd.
- Large trees proposed along the boulevard to reduce street noise along W. Queens Rd.
- Noort Homes Ltd. has also agreed to promote the use of an alternative mode of transportation by offering transit passes to the residents. This will help minimize vehicle activity in the area.



NORTH VANCOUVER  
DISTRICT

# PUBLIC HEARING

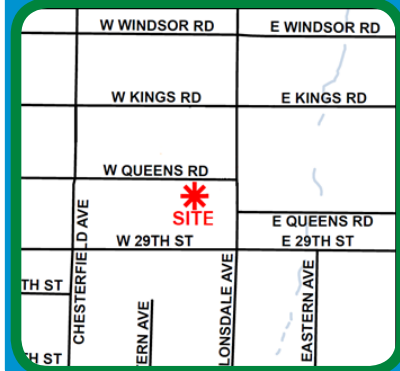
## 115 & 123 West Queens Road 18 Unit Townhouse Development

- What:** A Public Hearing for a proposed amendment to the Zoning Bylaw to enable the development of an 18 unit townhouse project.
- When:** 7 pm, Tuesday, April 21, 2015
- Where:** Council Chambers, North Vancouver District Hall,  
355 West Queens Road

### Proposed\*



### Site Map



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

**What changes?** Bylaw 8113 will amend the District's Zoning Bylaw by rezoning the subject site from Single-Family Residential 6000 Zone (RS4) to Comprehensive Development Zone 89 (CD89) enabling the development of an 18 unit townhouse project.

**When can I speak?** We welcome your input **Tuesday, April 21, 2015 at 7 pm**. You can speak in person by signing up at the Hearing or you can provide a written submission to the Municipal Clerk at [input@dnv.org](mailto:input@dnv.org) or by mail before the conclusion of the Hearing.

**Need more info?** Relevant background material and copies of the bylaw are available for review at the Municipal Clerk's Office or online at [dnv.org/public\\_hearing](http://dnv.org/public_hearing). Office hours are Monday to Friday 8 am to 4:30 pm.

**Questions?** Erik Wilhelm, Community Planner, [wilhelme@dnv.org](mailto:wilhelme@dnv.org) or 604-990-2387.



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