

# AGENDA

## *PUBLIC HEARING*

**Tuesday, September 13, 2016**

**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)

THIS PAGE LEFT BLANK INTENTIONALLY

---

**PUBLIC HEARING**

**7:00 p.m.**  
**Tuesday, September 13, 2016**  
**Municipal Hall, Council Chambers**  
**355 West Queens Road, North Vancouver**

**114 West Windsor Road**  
**(Green Gables)**

**1. OPENING BY THE MAYOR**

**2. INTRODUCTION OF BYLAWS BY CLERK**

**Heritage Revitalization Authorization Agreement Bylaw 8187 – Green Gables**

*Purpose of Bylaw:*

Bylaw 8187 authorizes entry into a Heritage Revitalization Agreement which will secure the permanent protection of Green Gables and permit subdivision into four lots.

**Heritage Designation Bylaw 8188, 2016 (114 West Windsor Road – Green Gables)**

*Purpose of Bylaw:*

Bylaw 8188 proposes to designate Green Gables as a protected heritage property.

**3. PRESENTATION BY STAFF**

Presentation: Kathleen Larsen, Planner

**4. PRESENTATION BY APPLICANT**

Presentation: Donald Luxton, Donald Luxton and Associates Inc.

**5. REPRESENTATIONS FROM THE PUBLIC**

**6. QUESTIONS FROM COUNCIL**

**7. COUNCIL RESOLUTION**

*Recommendation:*

THAT the September 13, 2016 Public Hearing be closed;

AND THAT “Heritage Revitalization Authorization Agreement Bylaw 8187 – Green Gables” and “Heritage Designation Bylaw 8188, 2016 (114 West Windsor Road – Green Gables)” be returned to Council for further consideration.

**8. CLOSING**

THIS PAGE LEFT BLANK INTENTIONALLY

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

### **Bylaw 8187**

A bylaw to enter into a heritage revitalization agreement pursuant to section 610 of the *Local Government Act* (RSBC 1996, c.323)

---

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

#### **Citation**

1. This bylaw may be cited as "**Heritage Revitalization Authorization Agreement Bylaw 8187 – Green Gables**".

#### **Heritage Revitalization Agreement**

2. The Council of the District of North Vancouver is authorized to enter into a Heritage Revitalization Agreement substantially in the form of the agreement attached to this Bylaw (the "Heritage Revitalization Agreement") with the owner of the property and building located at 114 West Windsor Road and legally described as PID: 013-298-453, Lot G of the North ½ of Lot F Blocks 4 to 13 District Lot 2026 Plan 2954 and PID: 011-115-858, Lot A of the North ½ of Lot F Blocks 4 to 13 District Lot 2026 Plan 5611.

#### **Execution of Agreement**

3. The Mayor and Municipal Clerk are authorized on behalf of the Council to sign the Heritage Revitalization Agreement substantially in the form attached as Schedule A and titled "Heritage Revitalization Agreement – Green Gables" and forming part of this Bylaw.

#### **Delegation**

4. Wherever in the Heritage Revitalization Agreement a heritage alteration permit is required, the discretion to approve, refuse or issue such permit is delegated by the District to the General Manager - Planning, Properties & Bylaws (the "GM") and:
  - (a) such exercise of discretion relating to the issuance of the heritage alteration permit shall be made by the GM acting reasonably in accordance with sound municipal heritage and conservation practice;
  - (b) such exercise of discretion, including any terms and conditions imposed, shall be consistent with the *Local Government Act*, and with the intent of preserving the heritage character and heritage value of Green Gables and its setting; and
  - (c) the GM may refer any exercise of discretion to the District of North Vancouver Community Heritage Committee for advice.

**READ** a first time the 26<sup>th</sup> day of July, 2016.

**PUBLIC HEARING** held the \_\_\_ day of \_\_\_\_\_, 2016.

**READ** a second time the \_\_\_ day of \_\_\_\_\_, 2016.

**READ** a third time the \_\_\_ day of \_\_\_\_\_, 2016.

**ADOPTED** the \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor

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

Certified a true copy

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

**HERITAGE REVITALIZATION AGREEMENT**

**GREEN GABLES**

This Agreement made the \_\_\_\_ day of \_\_\_\_\_, 2016,

BETWEEN:

(the "Owner")

AND:

**THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER**, 355 West  
Queens Road, North Vancouver, BC V7N 4N5

(the "District")

WHEREAS:

- A. The Owner is the registered Owner in fee simple of the following lands and premises at 114 West Windsor Road in the District of North Vancouver, British Columbia and legally described as:
- PID: 013-298-453, Lot G of the North ½ of Lot F Blocks 4 to 13 District Lot 2026 Plan 2954 and
- PID: 011-115-858, Lot A of the North ½ of Lot F Blocks 4 to 13 District Lot 2026 Plan 5611
- (together, the "Lands");
- B. The District and the Owner consider that these Lands, including the house ("Green Gables") and the landscaping, have heritage value which should be protected and preserved;
- C. Section 610 of the *Local Government Act* authorizes a local government to enter into a Heritage Revitalization Agreement with the owner of heritage property allowing variations of, and supplements to, the provisions of a zoning bylaw, subdivision bylaw, development permit and heritage alteration permit;
- D. For the purpose of conserving the heritage value of Green Gables, the Owner and the District have agreed to enter into this Agreement setting out the terms and conditions of continuing protection for the heritage character and heritage value of this heritage building;

- E. The heritage character of Green Gables which both the Owner and the District desire to conserve and which constitute the heritage value of the Lands have been described by text and photographs attached as Schedule "A" to this Agreement;

In consideration of the mutual promises of the parties and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged), the Owner and the District covenant and agree pursuant to Section 966 of the *Local Government Act* as follows:

#### Interpretation

1. In this Agreement:

- (a) "Approving Officer" means the approving officer for the District appointed under the *Land Title Act*;
- (b) "Chief Building Official" means the District's chief building official or his or her designate;
- (c) "GM" means the District's General Manager - Planning, Properties & Bylaws;
- (d) "Report" means the Conservation Plan prepared by Donald Luxton and Associates Inc. dated \_\_\_\_\_, 2016 a copy of which is attached hereto as Schedule "A";
- (e) "Green Gables" has the meaning given to it in Recital B; and
- (f) "Lots" means Lots 1 to 4 as shown on the plan attached as Schedule "B" and "Lot" means any one of them;
- (g) "Natural Grade" has the meaning given to it in the Zoning Bylaw;
- (h) "Protected Trees" has the meaning given to it in section 5(g);
- (i) "Zoning *Bylaw*" means the District of North Vancouver Zoning Bylaw No. 3210, 1965 as amended, consolidated, re-enacted or replaced from time to time.

#### Heritage Revitalization

- 2. The parties agree that the Lands have heritage value, deserving of protection and conservation and the Owner specifically agrees to maintain, preserve and protect the heritage character of Green Gables in accordance with this Agreement.
- 3. The Owner covenants and agrees that the Lands may not be subdivided, used or developed except as specifically set out in this Agreement.
- 4. The parties agree that notwithstanding the provisions of District bylaw requirements related to the zoning applicable to the Lands, the Lands may be used and developed in the following manner:
  - (a) the Lands may be subdivided to create the Lots as shown on the draft subdivision plan attached hereto as Schedule "B" (the "Proposed Subdivision");



- (b) Green Gables may be relocated on Lot 4 strictly in accordance with the site plan attached as Schedule "C" and with the plans and specifications attached as schedule "D"; and
- (c) a house may be construct on Lot 3 within the building envelope outlined on the site plan attached as Schedule "C"

all in accordance with the terms, limitations and conditions of this Agreement.

5. The Owner covenants and agrees that:

- (a) Green Gables after said relocation must not exceed a total Floor Area of 2596 square feet or a height of 30 feet 2 inches above the Natural Grade;
- (b) no detached garages or other accessory buildings or structures are permitted on any of the Lots.
- (c) no house may be construct on Lot 1 or Lot 2 unless the house strictly complies with the RSNQ zoning designation under the Zoning Bylaw and with the design drawings approved by the GM in accordance with the section 219 covenant required pursuant to subsection 8(e) herein;
- (d) no house may be construct on Lot 3 unless the house strictly complies with all requirements under the RSNQ zoning designation in the Zoning Bylaw (except to the extent set out in subsection 4(c) herein), and with the design drawings approved by the GM in accordance with the section 219 covenant required pursuant to subsection 8(e) herein;
- (e) the houses on Lots 1, 2 and 3 will meet or exceed EnerGuide 80 said requirements to be secured with a section 219 covenant in form and content acceptable to the municipal solicitor with said covenant to be fully registered at the Land Title Office against the titles to Lots 1, 2 and 3 in favour of the District in priority to all financial charges;
- (f) to install and maintain landscaping and permeable driveways on the Lots in accordance with the landscape and driveway plan to be prepared by the Owner's landscape architect and approved by the District under subsection 10(b) herein, and
- (g) to retain and protect all of the trees identified on the plan attached as Schedule "E" (the "Protected Trees").

6. None of the Lots may be separately sold or otherwise transferred until after Green Gables has been relocated to Lot 4 in compliance with this Agreement and to the satisfaction of the GM. After Green Gables has been relocated to Lot 4 in compliance with this Agreement to the satisfaction of the GM, Lot 1 and Lot 2 may be separately sold, but Lot 3 and Lot 4 may not be separately sold or otherwise transferred until after occupancy permits have been issued by the District for houses on both Lots and until landscaping and the permeable driveway required pursuant to section 5(e) have been installed to the District's satisfaction.

7. The Owner further covenants and agrees that Lot 3 will not be used or developed and no building permit will be applied for, or is required to be issued by the District, in respect of any improvement on Lot 3 unless and until an occupancy permit has been issued by the District for Green Gables on Lot 4.
8. The Owner expressly acknowledges and agrees that it is a condition of entering into this Agreement that prior to the Approving Officer's approval of the Proposed Subdivision, the Owner's solicitor will have provided to the District his or her written professional undertaking to deposit the Proposed Subdivision plan only as an all or nothing package with any charges required by the Approving Officer, including without limitation:
  - (a) the section 219 covenant referred to in section 5(e), which must be registered against title to Lots 1, 2 and 3;
  - (b) a separate section 219 covenant and rent charge against title to Lot 4 to secure the Owner's maintenance obligations in relation to Green Gables, and requiring that the landscaping and driveway improvements required pursuant to subsection 5(f) must be retained and maintained in perpetuity in accordance with the terms and conditions set out in said of such covenant, which said covenant must be registered in favour of the District in priority to all financial charges covenant;
  - (c) a section 219 covenant stipulating that there must not be any secondary suite (including in the form of a coach house) constructed, installed, used or occupied on any of the Lots, which said covenant must be registered against each of the Lots in favour of the District in priority to all financial charges;
  - (d) a section 219 tree preservation covenant for the protection and preservation of the Protected Trees, which said covenant must be registered against Lots 1, 2 and 3 in favour of the District in priority to all financial charges; and
  - (e) a section 219 design approval covenant which said must be registered against Lots 1, 2 and 3 in favour of the District in priority to all financial charges.

All said covenants must be in a form acceptable to the Municipal Solicitor.

9. Without limiting any other provision herein, the Owner agrees that:
  - (a) all driveway paving on the Lots must be of permeable construction; and
  - (b) the exterior cladding and colour scheme for all improvements on the Lots must complement the heritage character of Green Gables, must comply with all applicable requirements set out in the report attached as Schedule A, and must be approved by the GM in advance, with future colour changes to be similarly approved.
10. The Owner further covenants and agrees that Lot 1, Lot 2 and Lot 3 will not be used or developed and no building permit will be applied for, or is required to be issued by the District, in respect of any improvement on Lot 1, Lot 2 or Lot 3 unless and until the Owner has:

- (a) prepared and submitted to the District a maintenance plan acceptable to the GM for future maintenance of Green Gables; and
  - (b) delivered to the District a detailed landscape and driveway plan and boulevard planting plan for the Lots, prepared by a professional landscape architect retained by the Owner, which said plans must create a setting to complement the heritage character of Green Gables to the satisfaction of the GM in his or her sole discretion (the "Landscaping and Site Plan").
- 11. Notwithstanding any other term of this Agreement, prior to commencing any development work on the Lots (including removal of any trees), the Owner must obtain all necessary permits and approvals from the District.
- 12. The Owner agrees to maintain Green Gables to such a standard which, in the opinion of the GM, retains the heritage character and heritage value of the building and site.
- 13. The Owner specifically acknowledges and agrees that any alterations and improvements to the exterior of Green Gables will require a heritage alteration permit issued by the District.
- 14. The parties agree that the exterior of Green Gables shall be designated as protected heritage property pursuant to section 611 of the *Local Government Act*.

#### Heritage Alteration Permits

- 15. In accordance with the terms and conditions of this Agreement, the Owner shall not alter in any way the exterior of Green Gables except as permitted by a Heritage Alteration Permit issued by the District.

#### Construction and Maintenance of Works

- 16. Wherever in this Agreement the Owner is issued a heritage alteration permit to restore, rehabilitate, replicate, repair, replace, maintain or in any way alter improvements on, or features of Green Gables, or to construct or maintain other works to protect or conserve such improvements or features, all such work shall be done at the Owner's sole expense strictly in accordance with the heritage alteration permit and all plans and specifications forming part thereof and shall be diligently and continuously maintained in good repair and efficient operating condition by the Owner at the Owner's sole expense in accordance with good engineering, design, heritage and conservation practice.

#### Damage or Destruction

- 17. Subject to section 18, in the event that Green Gables is damaged, the parties agree that the Owner must repair the building, in which event the Owner shall forthwith commence the repair work and complete the same within one year of the date of damage.
- 18. In the event that Green Gables is accidentally damaged or destroyed to the extent of 75% or more of its value above its foundations, as determined by the Chief Building Official, the terms of this Agreement which relate to Green Gables shall cease to be of any effect and thereafter all use and occupation of Lands shall be in accordance with the District Zoning Bylaw No. 3210, as amended, and in accordance with all other bylaws or

regulations of the District or any other laws of any other authority having jurisdiction; provided that as a limitation on said use the maximum floor area for any replacement house on Lot 1 shall not exceed 223.2 m<sup>2</sup>.

#### Breach

19. In the event that the Owner is in breach of a material term of this Agreement, the District may give the Owner notice in writing of the breach and the Owner shall ensure it does nothing to further the breach and shall remedy the breach within 30 days of receipt of the notice.

#### Amendment

20. The parties acknowledge and agree that this Agreement may only be amended by one of the following means:
- (a) by bylaw with the consent of the parties provided that a public hearing shall be held if an amendment would permit a change to use or density of use on the Lands; or
  - (b) by Heritage Alteration Permit issued pursuant to section 972 of the *Local Government Act*.

#### Representations

21. It is mutually understood and agreed that the District has made no representations, covenants, warranties, promises or agreements, express or implied, other than those contained in this Agreement.

#### Statutory Functions

22. Except as expressly varied or supplemented herein, this Agreement shall not prejudice or affect the rights and powers of the District in the exercise of its statutory functions and responsibilities, including, but not limited to, the *Local Government Act* and its rights and powers under any enactments, bylaws, order or regulations, all of which, except as expressly varied or supplemented herein, are applicable to the Property.

#### No Liability to District

23. In no case shall the District be liable or responsible in any way for:
- (a) any personal injury, death or consequential damage of any nature whatever, however caused, that may be suffered or sustained by the Owner or by any other person who may be on the Lands; or
  - (b) any loss or damage of any nature whatever, however caused to the Lands or any improvements or personal property thereon belonging to the Owner or to any other person;

arising directly or indirectly from, or in any way related to, the entering into of this Agreement, compliance with the conditions, restrictions and requirements in this

Agreement, the Proposed Subdivision, wrongful or negligent failure or omission to comply with the conditions, restrictions and requirements herein, or from the enforcement or non-enforcement of any restrictions or requirements herein or with any other term condition or provision of this Agreement.

#### Indemnity

24. The Owner shall at all times indemnify and save harmless the District of and from all loss and damage, and all actions, claims, costs, demands, expenses, fines, liabilities and suites of any nature whatsoever by whomsoever brought for which the District shall or may become liable, incur or suffer by reason of existence and effect whether direct or indirect of the restrictions or requirements herein, or breach or non-performance by the Owner of any covenant, term or provision hereof, or by reason of any work or action of the Owner in performance of its obligations hereunder, or by reason of any wrongful act or omission, default or negligence of the Owner.

#### Damages

25. The Owner covenants and agrees that the measure of damages for any breach of the restrictions or requirements of this Agreement shall include, but shall not be limited to, the actual cost and expense of all administration, labour, materials, equipment, services and work required for all remedial acts necessary to fully restore, rehabilitate, replace or maintain the building, structure, improvement on or feature of the Lands having *heritage value* to be protected, conserved, preserved or kept in its natural state. The nature and extent of any breach of the said restrictions and requirements, and the nature and extent of any restoration, rehabilitation, replacement, maintenance or remedial work or action of any nature required to remedy such breach shall be determined by the District in its sole discretion.

#### Specific Performance

26. The Owner agrees that the District is entitled to obtain an order for specific performance of this Agreement and a prohibitory or mandatory injunction in respect of any breach by the Owner of this Agreement. The Owner agrees that this is reasonable given the public interest in preserving the heritage value and character of the Green Gables.

#### No Waiver

27. No restrictions, requirements or other provisions in this Agreement shall be deemed to have been waived by the District unless a written waiver authorized by resolution of the Council and signed by an officer of the District has first been obtained, and without limiting the generality of the foregoing, no condoning, excusing or overlooking by the District on previous occasions of any default nor any previous written waiver shall be taken to operate as a waiver by the District of any subsequent default or in any way to defeat or affect the rights of remedies the District.

#### Compliance with Laws

28. Despite any provision of this Agreement, the Owner shall comply with all laws, including bylaws of the District and all regulations and orders of any authority having jurisdiction, and to the extent only that such laws, regulations and orders are mandatory and

necessarily require the breach of any restriction or positive obligation herein to be observed or performed by the Owner, or less than strict compliance with the terms hereof, then the Owner upon sixty days' written notice to the District shall be excused from complying with such restrictions or performing such obligation and such restriction or obligation shall be suspended but only to the extent and for the time that such mandatory law, regulation or order is inconsistent with compliance with the said restrictions or obligations.

#### Agreement's Relevance to Subdivision Approval

29. The Owner agrees that the Approving Officer is, with respect to any preliminary or final application for approval of the Proposed Subdivision, entitled (but not required) to consider whether the Proposed Subdivision complies with the applicable requirements under this Agreement or whether the requirements of this Agreement have been complied with and to reject the application if any of those requirements have not, in the opinion of the Approving Officer, been complied with. Nothing in this Agreement commits the Approving Officer to approve any Proposed Subdivision plan.

#### Rights are Permissive Only

30. The rights given to the District by this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the District to the Owner or anyone else, and nothing in this Agreement obliges the District to enforce this Agreement, to perform any act or to incur any expense in respect of this Agreement.

#### Notice Binding

31. The Owner will file against the Lands notice in the Land Title Office in accordance with section 610 of the *Local Government Act* and upon registration of such notice, this Agreement and any amendment to it shall be binding on all persons who acquire an interest in the Lands or any part thereof.

#### Notice

32. Any notice to be given hereunder shall be in writing and may be either delivered personally or sent by prepaid registered mail and if so mailed shall be deemed to have been given five (5) days following the date upon which it was mailed. The address of the parties for the purpose of notice shall be as follows:

To the District:

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

Attention: Municipal Clerk

If to the Owner:

Any party hereto may at any time give notice in writing to the other of any change of address and after the third day of the giving of such notice the address therein specified shall be the address of such part for the giving of notices.

#### Inspection

33. Without limiting the District's power of inspection conferred by statute and in addition thereto, the District shall be entitled at all reasonable times and from time to time to enter onto the Lands for the purpose of ensuring that the Owner is fully observing and performing all of the restrictions and requirements in this Agreement to be observed and performed by the Owner.

#### Severance

34. If any part of this Agreement is for any reason held to be invalid by a court of competent jurisdiction, the invalid portion is to be severed from the rest of this Agreement and the decision that it is invalid does not affect the validity of the remainder of this Agreement.

#### Headings

35. The headings in this Agreement are inserted for convenience only and shall not affect the construction of this Agreement or any provision hereof.

#### Successors Bound

36. All restrictions, rights and liabilities herein imposed upon or given to the respective parties shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns. When the Owner is more than one party they shall be bound jointly and severally by the terms, covenants and agreements herein on the part of the Owner.
37. The District will file a notice in the Land Title Office in accordance with section 966 of the *Local Government Act* and upon registration of such notice, this Agreement and any amendment to it shall be binding on all persons who acquire an interest in the land affected by this Agreement.

#### Other Documents

38. The Owner agrees at the request of the District to execute and deliver or cause to be executed and delivered all such further agreements, documents and instruments and to do and perform or cause to be done and performed all acts and things as may be required in the opinion of the District to give full effect to this Agreement.

*The remainder of this page is intentionally left blank*

No Partnership or Agency

39. The parties agree that nothing contained in this Agreement creates a partnership, joint venture or agency relationship between the parties.

The Owner and the District have executed this Agreement as of the date first above written.

Signed, Sealed and )  
Delivered by \_\_\_\_\_ )  
in the presence of: )

\_\_\_\_\_ )  
Name )  
\_\_\_\_\_ )  
Address )  
\_\_\_\_\_ )  
\_\_\_\_\_ )  
Occupation )

Signed by the duly authorized )  
signatories of The )  
Corporation of the District of )  
North Vancouver: )

\_\_\_\_\_ )  
Richard Walton, Mayor )  
\_\_\_\_\_ )  
James Gordon, Clerk )



Schedule "A"  
Conservation Plan

Schedule "B"  
Draft Subdivision Plan

PROPOSED SUBDIVISION PLAN OF  
LOT A PLAN 5611 AND LOT G PLAN 2954  
BOTH OF THE NORTH 1/2 OF LOT F  
BLOCKS 4 TO 13  
DISTRICT LOT 2026  
GROUP 1 NEW WESTMINSTER DISTRICT  
BCGS 92G.035

PLAN EPP\_ \_ \_



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH  
BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:500

INTEGRATED SURVEY AREA No. 16.

(DISTRICT OF NORTH VANCOUVER)

NAD83 (CSRS) 4.0.0 BC.1 GVRD

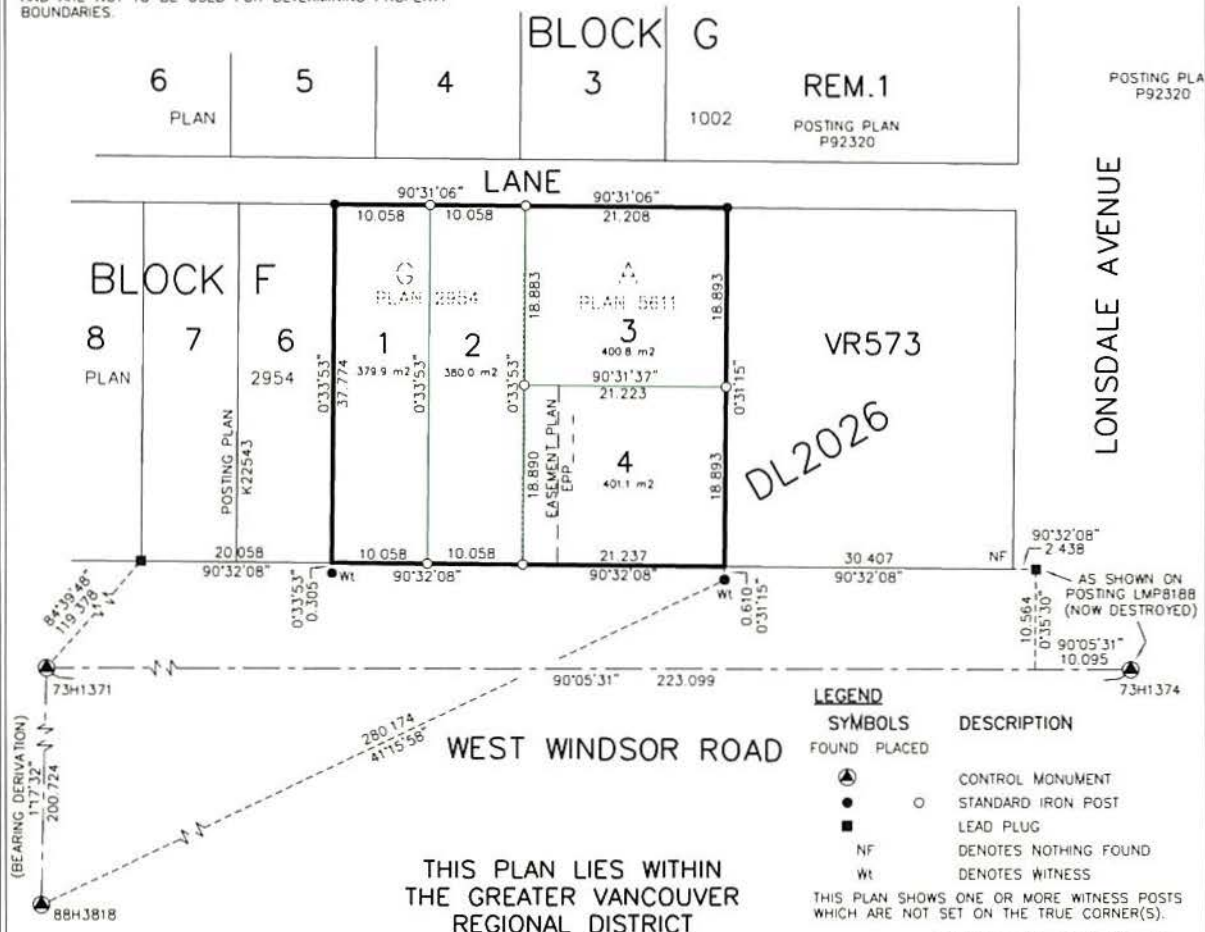
GRID BEARINGS ARE DERIVED FROM OBSERVATIONS  
BETWEEN GEODETIC CONTROL MONUMENTS 88H3818  
AND 73H1371

THE UTM COORDINATES AND ESTIMATED HORIZONTAL  
POSITIONAL ACCURACY ARE DERIVED FROM THE MASCOT  
PUBLISHED COORDINATES AND STANDARD DEVIATIONS FOR  
GEODETIC CONTROL MONUMENTS 88H3818 AND 73H1371

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES UNLESS  
OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES, MULTIPLY  
GROUND-LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF  
0.9995786 WHICH HAS BEEN DERIVED FROM GEODETIC CONTROL  
MONUMENTS 88H3818 AND 73H1371.

DATUM: NAD83(CSRS) 4.0.0 BC.1 GVRD, UTM ZONE 10 ESTIMATED HORIZONTAL POSITIONAL ACCURACY 0.014 METRES			
POINT	UTM N	UTM E	COMBINED FACTOR
73H1371	5465070.975	494550.466	0.9995774
88H3818	5464870.387	494545.941	0.9995797

NOTE: COORDINATES ARE FOR MAPPING PURPOSES ONLY  
AND ARE NOT TO BE USED FOR DETERMINING PROPERTY  
BOUNDARIES.



LEGEND		DESCRIPTION
SYMBOLS	FOUND PLACED	
●	○	CONTROL MONUMENT
■	○	STANDARD IRON POST
■	○	LEAD PLUG
NF		DENOTES NOTHING FOUND
Wt		DENOTES WITNESS

THIS PLAN SHOWS ONE OR MORE WITNESS POSTS  
WHICH ARE NOT SET ON THE TRUE CORNER(S).

THIS PLAN LIES WITHIN  
THE GREATER VANCOUVER  
REGIONAL DISTRICT

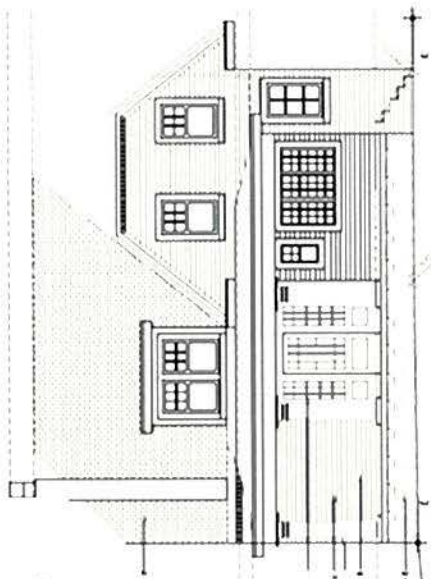
THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS  
COMPLETED ON THE \_ \_ \_ TH DAY OF \_ \_ \_ , 2016,  
GRAHAM RANKINE, BCLS #822

JOB: 15075 FB: 513 P.49  
FILE: L \_ \_ \_ \_ COMP: 150755\_PRO

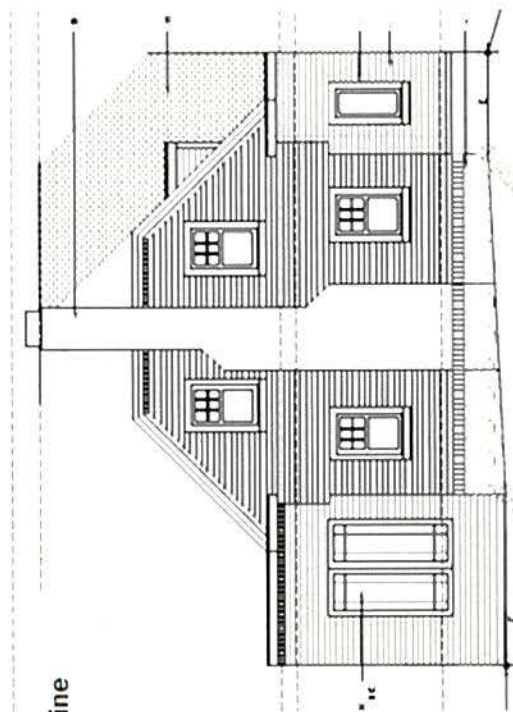
RANKINE LAND SURVEYING LTD.  
300 - 1000 WEST 14TH STREET  
NORTH VANCOUVER, BC V7P 3P3  
TEL: 604-987-7772

Schedule "C"  
Site Plan

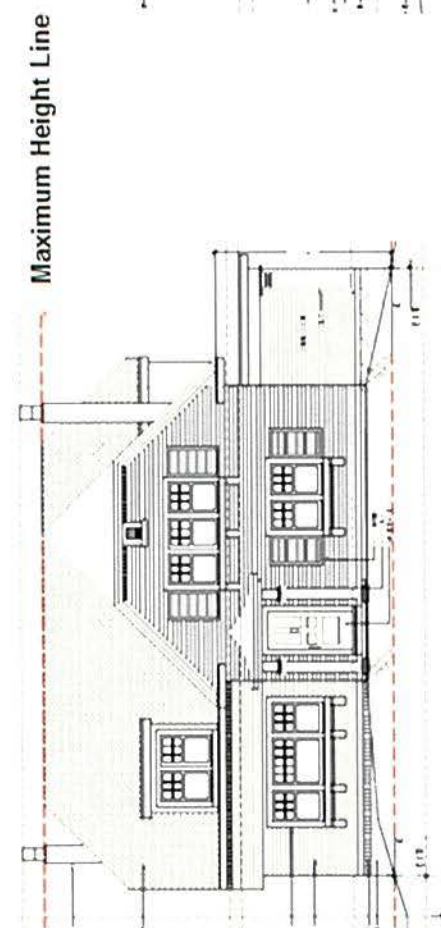
Schedule "D"  
Heritage House Plans



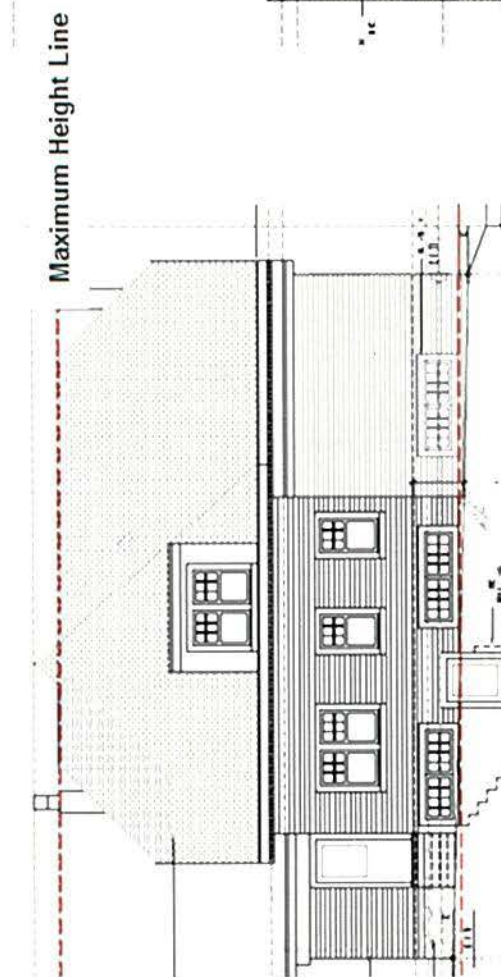
East Elevation



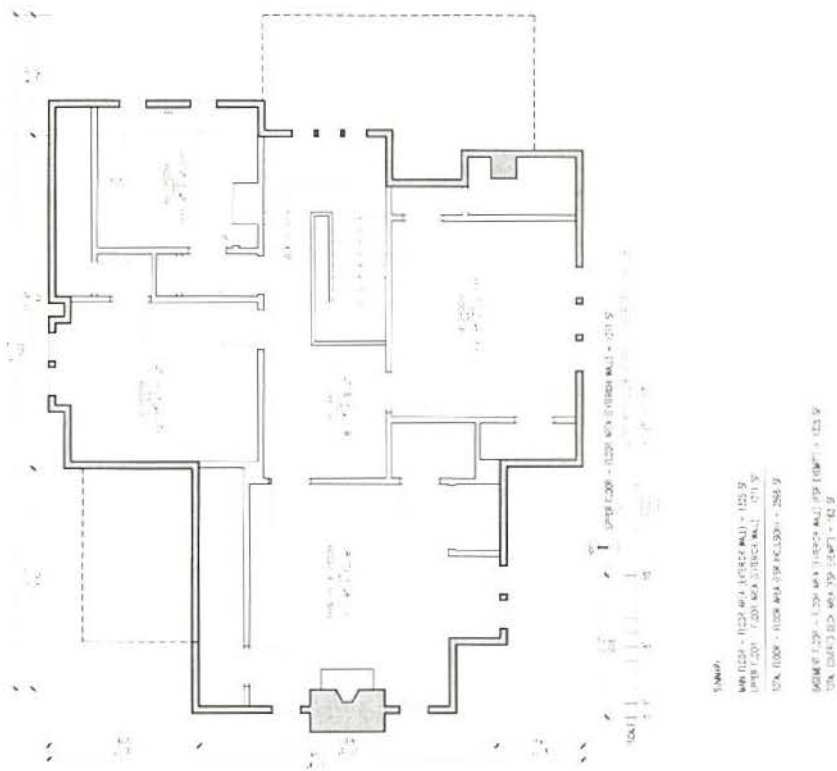
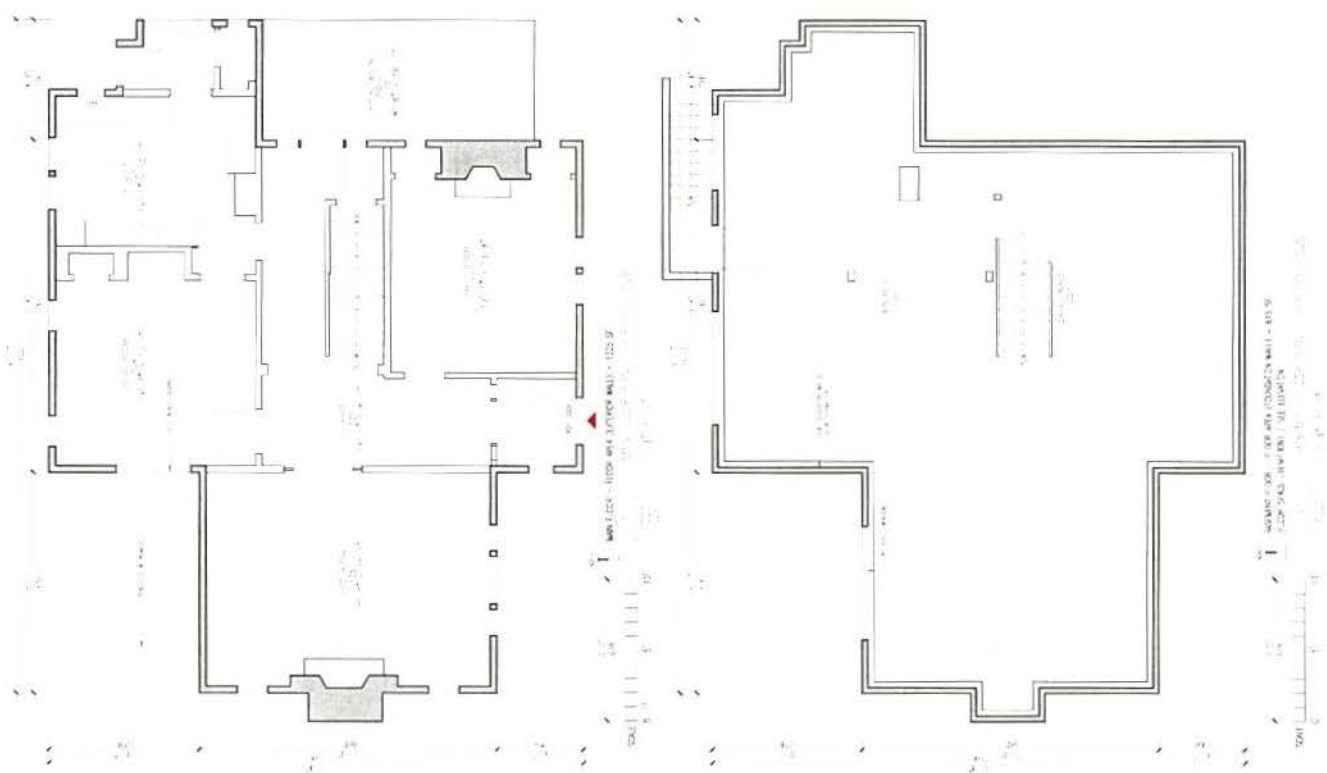
West Elevation



South Elevation



North Elevation



co.lab

270 NORTH ARLING BLVD  
ANN ARBOR MI 48106-1077  
TEL: 734/763-7629  
WWW: WWW.MIT.EDU

114 WEST WINDSOR ROAD  
NORTH VANCOUVER, BC

**SUBDIVISION:**  
HERITAGE HOUSE - FLOOR PLANS

A002

Schedule "E"  
Trees to be Protected and Preserved



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

## **Bylaw 8188**

A bylaw to designate property as heritage property

---

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

### **1. Citation**

This bylaw may be cited as "Heritage Designation Bylaw 8188, 2016 (114 West Windsor Road – Green Gables)".

### **2. Heritage Designation Protection**

2.1 The Council designates the following as protected heritage property pursuant to Section 611 of the *Local Government Act*:

- (a) the lands located at \_\_\_\_\_, North Vancouver and legally described as: \_\_\_\_\_; and,
- (b) the exterior portion of the building on the Lands on the plans attached to this bylaw as Schedule A (the "Retained Structure").

### **3. Authority to Issue Heritage Alteration Permit**

3.1 Pursuant to Section 617 of the *Local Government Act*, the Council delegates to the General Manager - Planning, Properties & Permits the authority to issue heritage alteration permits to authorize interior and exterior alterations of the Retained Structure not otherwise permitted by this bylaw, provided that the alterations, including the materials used and the design, colour and texture are in the opinion of the General Manager – Planning, Properties & Permits appropriate to the general period and style for the building.

**READ** a first time the 26<sup>th</sup> day of July, 2016.

**PUBLIC HEARING** held

**READ** a second time

**READ** a third time

**ADOPTED**

---

Mayor

---

Municipal Clerk

Certified a true copy

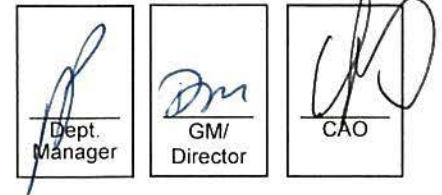
---

Municipal Clerk

**Schedule A to Bylaw 8188**  
**RETAINED STRUCTURE**

THIS PAGE LEFT BLANK INTENTIONALLY

AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>July 26, 2016</u>
<input type="checkbox"/> Committee of the Whole	Date: _____



## The District of North Vancouver REPORT TO COUNCIL

July 14, 2016  
File: 3060/20/32.16

**AUTHOR:** Kathleen Larsen, Community Planner

**SUBJECT:** Bylaws 8187 and 8188: Heritage Revitalization Agreement and Heritage Designation: 114 West Windsor (Green Gables)

### RECOMMENDATION

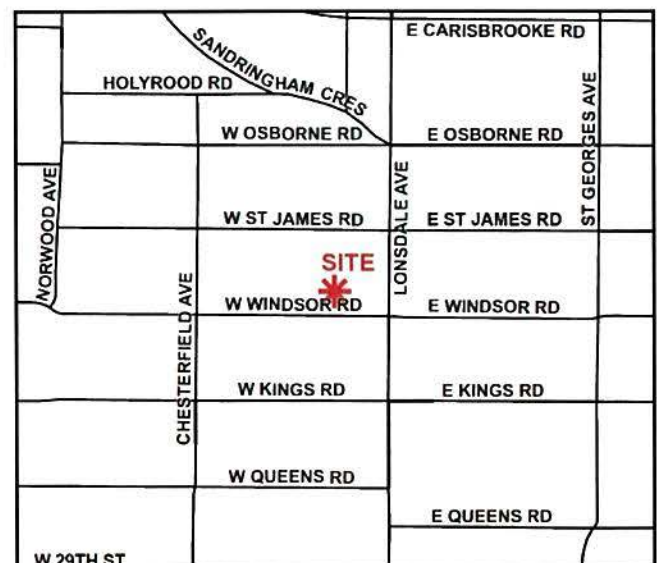
It is recommended THAT:

1. Bylaw 8187 to allow for the subdivision and redevelopment of the property under a Heritage Revitalization Agreement, be given First Reading; and
2. Bylaw 8188 to allow for the Heritage Designation of the heritage house be given First Reading; and
3. Bylaws 8187 and 8188 be referred to a Public Hearing.

### SUMMARY:

A Heritage Revitalization Agreement application has been submitted for 114 West Windsor Road to allow for subdivision of the property into four lots. Through the proposed bylaws the District would achieve heritage designation and permanent protection of the "Green Gables" a District Heritage Register house proposed to be retained on Lot 4.

A Statement of Significance and Conservation and Maintenance Plan from a Heritage Consultant supports the Heritage Revitalization Agreement and Heritage Designation.



**SUBJECT: Bylaws 8187 and 8188: Heritage Revitalization Agreement and Heritage Designation: 114 West Windsor (Green Gables)**

July 14, 2016

Page 2

**Site and Surrounding Area:**

The property is located in the Upper Lonsdale neighbourhood, is designated as Single-Family Residential Level 2 (RES2) in the Official Community Plan, and is zoned Residential Single-Family North Queens (RSNQ). It is not in any designated Development Permit Areas. It is in a Small Lot Infill Area 10 (SLIA 10) which allows for subdivision of the lots.



The subject property consists of two legal lots. The western lot is 20.1m (66 ft) in width, 37.8m (124 ft) in depth and 759.9m<sup>2</sup> (8179 sq ft) in area. The eastern lot is slightly larger at 21.2m (69.7 ft) in width, 37.8m (124 ft) in depth and 801.8m<sup>2</sup> (8631 sq ft) in area. The heritage house "Green Gables" straddles the centre lot line in the middle of the property.

Surrounding development consists of single-family properties zoned RSNQ to west, southwest and north. Directly adjacent to the east and across the street to the southeast are multi-family properties zoned Low-Rise Residential Zone 2 (RL2).



July 14, 2016

Page 3

## **BACKGROUND**

"Green Gables" was constructed in 1915 and is listed on the District's Heritage Register. The house demonstrates the influence of the Colonial Revival style. A distinctive profile is provided by the tall chimneys, jerkin-headed roofs, the bellcast detailing of the porches and the iconic columns marking the front entry. The first owner was Scottish-born Robert Gibson, a printer for the News-Advertiser.



The owner of the property submitted a demolition permit application on August 7, 2015 to allow for the demolition of the heritage house. In accordance with the District's Heritage Procedures Bylaw this demolition permit could not be issued until building permits and any other necessary approvals (i.e. soil and tree permits) have been issued to allow the development of the two lots.

On September 14, 2015 Council passed a motion directing staff to continue withholding the demolition permit and authorized staff to order a Heritage Inspection. The Heritage Inspection was conducted in September 2015.

As the property was for sale it was hoped that a potential new owner could be encouraged to work with staff to explore development options for the property that would allow for the retention of the heritage house. The applicant is purchasing the site and is pursuing a Heritage Revitalization Agreement (HRA) proposal that would allow subdivision of the property into 4 lots with restoration and designation of the heritage house.

A Heritage Revitalization Agreement (HRA) is a formal voluntary agreement negotiated between a municipality and the owners of a heritage house requiring approval from Council. Through this type of agreement, the *Local Government Act* allows a municipality to negotiate among other items, variances to the zoning and subdivision requirements that pertain to the property. The agreement may also outline the duties, obligations and benefits negotiated by both parties to the agreement. In this case the primary District objective is to retain and designate the heritage house on the property.

**SUBJECT: Bylaws 8187 and 8188: Heritage Revitalization Agreement and Heritage Designation: 114 West Windsor (Green Gables)**

July 14, 2016

Page 4

An HRA is required to allow for the proposal as:

- The retained heritage house on Lot 4 will exceed the floorspace permitted on the lot under the RSNQ zoning requirements
- The retained heritage house on Lot 4 will exceed the permitted principal building height permitted under the RSNQ zoning requirements.
- The front and rear setbacks for house on Lot 3 and the heritage house on Lot 4 do not meet the requirements of the Zoning Bylaw
- An HRA process will achieve, as a primary objective, the designation and permanent protection of a District Heritage Register House (Green Gables)

The HRA will ensure that the integrity of the heritage house is not compromised and can be maintained over an extended period of time. Under the designation bylaw any future change to the heritage house will require a Heritage Alteration Permit approved by the District's General Manager of Planning, Properties and Permits.

A Statement of Significance prepared by Heritage Consultant Donald Luxton has been submitted by the applicant in support of the Heritage Designation and the HRA proposal. A final Conservation and Maintenance Plan will be submitted prior to Public Hearing and attached as Schedule A to the Heritage Revitalization Agreement.

**EXISTING POLICY:**

The subject property is designated "Detached Residential" in the District Official Community Plan and for reference as "Low Density Residential" in the North Lonsdale Delbrook Official Community Plan. The lot is zoned RSNQ (Single-Family Norwood Queens).

The proposal is consistent with Policy 6.5.4 of the District's Official Community Plan that stipulates an objective to ensure a clear sense of identity and links to the past present and future and specifically to:

*6.5. 4. Encourage the protection and enhancement of building and sites which have historic significance to the community by exploring opportunities to use the tools and incentives available under the Local Government Act.*

**Small Lot Infill Area (SLIA)**

The property is also within a Small-Lot Infill Area 10 (SLIA) which could provide for subdivision of the two existing lots into four smaller 10m (33 ft) lots similar to other properties to the west of the property along West Windsor Road or any layout that proposes a minimum of 10m of lot frontage. This could include the lot layout proposed by the HRA application but without the retention of the heritage house and the required allowances for the heritage house size, setback and height variances.



**SUBJECT: Bylaws 8187 and 8188: Heritage Revitalization Agreement and Heritage Designation: 114 West Windsor (Green Gables)**

July 14, 2016

Page 5

**ANALYSIS**

The Heritage Register house on the property "Green Gables" sits in the middle of two legal lots each of which could be developed independently with a single-family house and secondary suite. "Green Gables" is not a legally protected heritage building and could be demolished if the District receives building permits for each of the two existing lots.

As an alternative to demolishing "Green Gables" and redeveloping the existing two lots or undertaking a subdivision application of the property into four 10m (33 ft) lots, the applicant is proposing a Heritage Revitalization Agreement that will allow subdivision of the property into 4 single-family lots in the lot layout shown on the site plan. "Green Gables" would be retained and moved to Lot 4 to ensure maximum visibility.

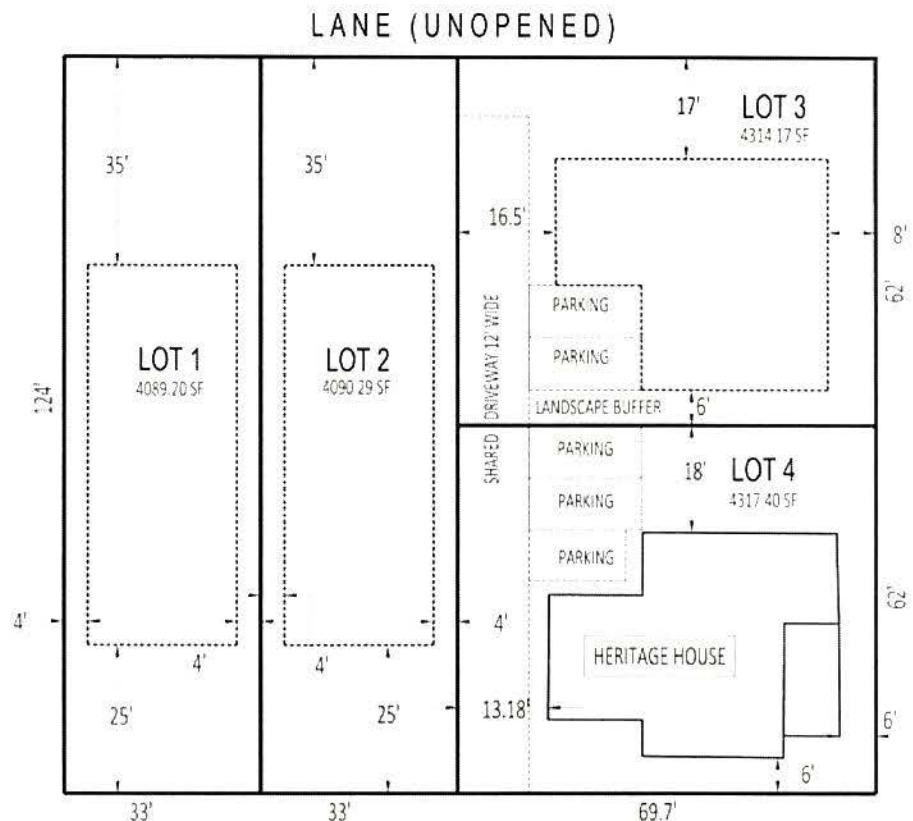
As shown on the site plan the proposed access to Lots 3 and 4 will be via one shared driveway along the west property line of the properties. Access to lots 1 and 2 will be from two separate driveways onto West Windsor Road.

The proposed four lot subdivision will not include:

- The opening of the rear lane to the north of the property
- Any removal or disruption of trees in the laneway
- Secondary suites in any of the dwellings on the property

**Lots 1 and 2**

The two 10m (33 ft) lots on the west side of the property will continue an existing pattern of small lots along the block and be developed in accordance with the existing RSNQ zoning and sympathetic in style to the heritage house. The maximum size house excluding basement that can be constructed on each lot is 170.9m<sup>2</sup> (1840 sq ft).



**SUBJECT: Bylaws 8187 and 8188: Heritage Revitalization Agreement and Heritage Designation: 114 West Windsor (Green Gables)**

July 14, 2016

Page 6

Lot 3

The proposed house on Lot 3 will be designed in a style sympathetic to the heritage house and in accordance with RSNQ zoning with the exception of reduced front and rear setbacks to accommodate the reduced lot depth as shown on the table below. Sideyard setbacks meet or exceed the requirement under the zoning bylaw. A landscape buffer between the homes on Lots 3 and 4 will provide for some separation and privacy. The maximum size house that can be constructed on the lot excluding basement is 180.3m<sup>2</sup> (1941 sq ft).

Regulation	Required/ Permitted	Proposed	Variance
Front Setback	7.6m (25 ft)	1.8m (6 ft)	5.8m (19 ft)
Rear Setback	7.6m (25 ft)	5.2m (17 ft)	2.4m (8 ft)

Lot 4

“Green Gables” is proposed be moved from the middle of the existing property to Lot 4. Due to the shape and size of the lot, the house will require reduced front and rear setbacks as shown in chart below. In addition the heritage house will exceed the permitted floorspace on the lot by 60.7m<sup>2</sup> (653 sq ft) and permitted height by 0.7m (2.2 ft) in order to allow for the peak of the existing house.

Regulation	Required/ Permitted	Proposed	Variance
Front Setback	7.6m (25 ft)	1.8m (6 ft)	5.8m (19 ft)
Rear Setback	7.6m (25 ft)	5.5m (18 ft)	2.1m (7 ft)
Principal House Height	8.5m (28 ft)	9.2m (30.2 ft)	0.7m (2.2 ft)
Floorspace	180.5 m <sup>2</sup> (1943 sq ft)	241.2m <sup>2</sup> (2596 sq ft)	60.7m <sup>2</sup> (653 sq ft)

The plans have been reviewed by the heritage consultant are consistent with the submitted Statement of Significance for the heritage house. A Conservation and Maintenance Plan will be submitted prior to the Public Hearing.



**SUBJECT: Bylaws 8187 and 8188: Heritage Revitalization Agreement and Heritage Designation: 114 West Windsor (Green Gables)**

July 14, 2016

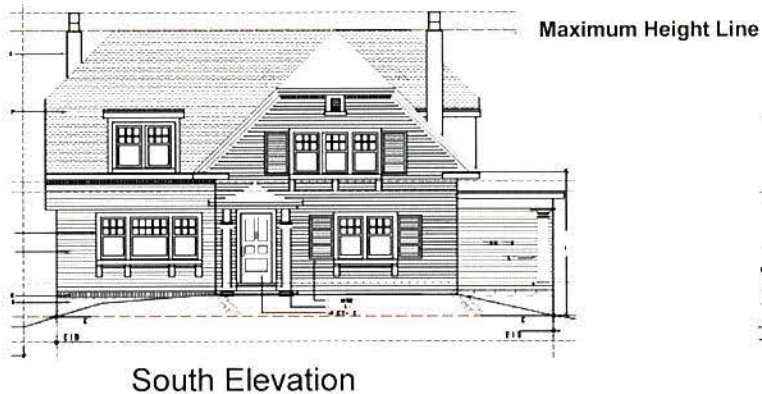
Page 7

The prominent features of the heritage house will be retained and rehabilitated including:

- The one and one half storey plus basement height, jerkin-headed, cross gables roof structure with returned eaves; shed dormers, and swept porch roofs
- Wood frame and masonry construction, featuring original wood lapped siding
- Colonial Revival style architectural details;
- Original window and door assemblies;
- External brick chimney



The heritage house elevations are shown below:



**SUBJECT: Bylaws 8187 and 8188: Heritage Revitalization Agreement and Heritage Designation: 114 West Windsor (Green Gables)**

July 14, 2016

Page 8

Trees:

Four permit trees are proposed to be removed from the south end of Lot 1 to allow for the new construction. Five permit trees will be retained at the rear of Lots 1 and 2. The removal will require their replacement at a ratio of 3 to 1.

The submission of finalized arborist report and landscape plans to the satisfaction of the Approving Officer is a requirement of the HRA. This plan will incorporate the required tree re-planting and environmental compensation will be required if all required trees cannot be accommodated on the site. A landscape plan/tree retention plan will be made available by the applicant for Council and neighbour review at the Public Hearing.

**Public Input:**

Notices were distributed to 32 properties within 75m of the subject site. 9 responses were received as a result of this notification with questions regarding the proposal and concerns regarding:

- The subdivision of the property into 4 smaller lots
- Tree preservation
- A need for a neighbourhood meeting
- Loss of on-street parking
- A need for further information on the proposal and potential house designs

Neighbour Meeting:

Due to the responses received, a neighbour meeting attended by 11 residents representing 7 properties within the 75m notification area was held on July 13, 2016 at the District Hall. The applicant was also in attendance.

Following a presentation by staff the concerns discussed were primarily related to:

- A need for additional tree retention opportunities on the site particularly in the south portion of Lot 1 along Windsor Road.
- On-street parking on the south and north sides of the 100 blk of West Windsor Road and the potential impact of two additional driveways.

At the conclusion of the meeting the neighbours in attendance indicated that they were generally in support of the subdivision and thanked the applicant for putting forward a proposal that offered an opportunity to retain the heritage house on the property.

In response to the on-street parking concerns the Approving Officer will require driveway cuts for Lots 1 and 2 at the minimum permitted width of 3m (10 ft) to potentially allow for two on-street parking stalls in front of Lots 1 and 2 and three stalls on the street in front of Lot 4. A proposed driveway layout will be available and presented at the public hearing.



**SUBJECT: Bylaws 8187 and 8188: Heritage Revitalization Agreement and Heritage Designation: 114 West Windsor (Green Gables)**

July 14, 2016

Page 9

The neighbours also suggested that the "No Parking" area along the south side of West Windsor Road in front of the property at 114 West Windsor Road be reviewed to see if the regulations could be amended to allow for additional on-street parking. Transportation Planning staff are reviewing this request and any opportunities to amend the restrictions will be presented at the Public Hearing.

Neighbours also outlined concerns with tree retention on the site particularly in regards to trees in the southwest corner of Lot 1. Four permit trees in this area will need to be removed to allow for construction. To address this concern the applicant will submit a landscape/tree re-planting plan which will be available at the Public Hearing for neighbour and Council review.

**Conclusion:**

The application for a Heritage Revitalization Agreement to allow for subdivision of the property into four lots will achieve the heritage designation and permanent protection of "Green Gables", a Heritage Register house to be retained on the proposed Lot 4. New houses constructed on the proposed Lots 1, 2 and 3 will be sympathetic to the architectural style of the retained heritage house.

A Statement of Significance and Conservation and Maintenance Plan will support the designation and Heritage Revitalization Agreement and ensure ongoing maintenance of the designated heritage house.

**Options:**

The following options are available for Council's consideration:

1. Introduce Bylaw 8187 and 8188 and refer the bylaws to Public Hearing (Staff Recommendation); or
2. Defeat Bylaws 8187 and 8188 at First Reading.

  
for Kathleen Larsen  
Community Planner

**Attachments:**

- A - Bylaw 8187 - Heritage Revitalization Agreement
- B - Bylaw 8188 - Heritage Designation Bylaw
- C - Statement of Significance

**SUBJECT: Bylaws 8187 and 8188: Heritage Revitalization Agreement and Heritage Designation: 114 West Windsor (Green Gables)**

July 14, 2016

Page 10

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 _____	<input type="checkbox"/> ITS _____	<input type="checkbox"/> Recreation Com. _____
<input type="checkbox"/> Environment _____	<input type="checkbox"/> Solicitor _____	<input type="checkbox"/> Museum & Arch. _____
<input type="checkbox"/> Facilities _____	<input type="checkbox"/> GIS _____	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Human Resources _____	<input type="checkbox"/> Real Estate _____	

## The Corporation of the District of North Vancouver

### Bylaw 8187

A bylaw to enter into a heritage revitalization agreement pursuant to section 610 of the *Local Government Act* (RSBC 1996, c.323)

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

#### Citation

1. This bylaw may be cited as "**Heritage Revitalization Authorization Agreement Bylaw 8187 – Green Gables**".

#### Heritage Revitalization Agreement

2. The Council of the District of North Vancouver is authorized to enter into a Heritage Revitalization Agreement substantially in the form of the agreement attached to this Bylaw (the "Heritage Revitalization Agreement") with the owner of the property and building located at 114 West Windsor Road and legally described as PID: 013-298-453, Lot G of the North ½ of Lot F Blocks 4 to 13 District Lot 2026 Plan 2954 and PID: 011-115-858, Lot A of the North ½ of Lot F Blocks 4 to 13 District Lot 2026 Plan 5611.

#### Execution of Agreement

3. The Mayor and Municipal Clerk are authorized on behalf of the Council to sign the Heritage Revitalization Agreement substantially in the form attached as Schedule A and titled "Heritage Revitalization Agreement – Green Gables" and forming part of this Bylaw.

#### Delegation

4. Wherever in the Heritage Revitalization Agreement a heritage alteration permit is required, the discretion to approve, refuse or issue such permit is delegated by the District to the General Manager - Planning, Properties & Bylaws (the "GM") and:
  - (a) such exercise of discretion relating to the issuance of the heritage alteration permit shall be made by the GM acting reasonably in accordance with sound municipal heritage and conservation practice;
  - (b) such exercise of discretion, including any terms and conditions imposed, shall be consistent with the *Local Government Act*, and with the intent of preserving the heritage character and heritage value of Green Gables and its setting; and
  - (c) the GM may refer any exercise of discretion to the District of North Vancouver Community Heritage Committee for advice.

**READ** a first time the \_\_\_ day of \_\_\_\_\_, 2016.

**PUBLIC HEARING** held the \_\_\_ day of \_\_\_\_\_, 2016.

**READ** a second time the \_\_\_ day of \_\_\_\_\_, 2016.

**READ** a third time the \_\_\_ day of \_\_\_\_\_, 2016.

**ADOPTED** the \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor

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

Certified a true copy

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



**HERITAGE REVITALIZATION AGREEMENT**

**GREEN GABLES**

This Agreement made the \_\_\_\_ day of \_\_\_\_\_, 2016,

BETWEEN:

(the "Owner")

AND:

**THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER**, 355 West  
Queens Road, North Vancouver, BC V7N 4N5

(the "District")

WHEREAS:

- A. The Owner is the registered Owner in fee simple of the following lands and premises at 114 West Windsor Road in the District of North Vancouver, British Columbia and legally described as:
- PID: 013-298-453, Lot G of the North ½ of Lot F Blocks 4 to 13 District Lot 2026 Plan 2954 and
- PID: 011-115-858, Lot A of the North ½ of Lot F Blocks 4 to 13 District Lot 2026 Plan 5611
- (together, the "Lands");
- B. The District and the Owner consider that these Lands, including the house ("Green Gables") and the landscaping, have heritage value which should be protected and preserved;
- C. Section 610 of the *Local Government Act* authorizes a local government to enter into a Heritage Revitalization Agreement with the owner of heritage property allowing variations of, and supplements to, the provisions of a zoning bylaw, subdivision bylaw, development permit and heritage alteration permit;
- D. For the purpose of conserving the heritage value of Green Gables, the Owner and the District have agreed to enter into this Agreement setting out the terms and conditions of continuing protection for the heritage character and heritage value of this heritage building;

- E. The heritage character of Green Gables which both the Owner and the District desire to conserve and which constitute the heritage value of the Lands have been described by text and photographs attached as Schedule "A" to this Agreement;

In consideration of the mutual promises of the parties and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged), the Owner and the District covenant and agree pursuant to Section 966 of the *Local Government Act* as follows:

#### Interpretation

1. In this Agreement:

- (a) "Approving Officer" means the approving officer for the District appointed under the *Land Title Act*;
- (b) "Chief Building Official" means the District's chief building official or his or her designate;
- (c) "GM" means the District's General Manager - Planning, Properties & Bylaws;
- (d) "Report" means the Conservation Plan prepared by Donald Luxton and Associates Inc. dated \_\_\_\_\_, 2016 a copy of which is attached hereto as Schedule "A";
- (e) "Green Gables" has the meaning given to it in Recital B; and
- (f) "Lots" means Lots 1 to 4 as shown on the plan attached as Schedule "B" and "Lot" means any one of them;
- (g) "Natural Grade" has the meaning given to it in the Zoning Bylaw;
- (h) "Protected Trees" has the meaning given to it in section 5(g);
- (i) "Zoning Bylaw" means the District of North Vancouver Zoning Bylaw No. 3210, 1965 as amended, consolidated, re-enacted or replaced from time to time.

#### Heritage Revitalization

- 2. The parties agree that the Lands have heritage value, deserving of protection and conservation and the Owner specifically agrees to maintain, preserve and protect the heritage character of Green Gables in accordance with this Agreement.
- 3. The Owner covenants and agrees that the Lands may not be subdivided, used or developed except as specifically set out in this Agreement.
- 4. The parties agree that notwithstanding the provisions of District bylaw requirements related to the zoning applicable to the Lands, the Lands may be used and developed in the following manner:
  - (a) the Lands may be subdivided to create the Lots as shown on the draft subdivision plan attached hereto as Schedule "B" (the "Proposed Subdivision");

- (b) Green Gables may be relocated on Lot 4 strictly in accordance with the site plan attached as Schedule "C" and with the plans and specifications attached as schedule "D"; and
- (c) a house may be construct on Lot 3 within the building envelope outlined on the site plan attached as Schedule "C"

all in accordance with the terms, limitations and conditions of this Agreement.

5. The Owner covenants and agrees that:

- (a) Green Gables after said relocation must not exceed a total Floor Area of 2596 square feet or a height of 30 feet 2 inches above the Natural Grade;
- (b) no detached garages or other accessory buildings or structures are permitted on any of the Lots.
- (c) no house may be construct on Lot 1 or Lot 2 unless the house strictly complies with the RSNQ zoning designation under the Zoning Bylaw and with the design drawings approved by the GM in accordance with the section 219 covenant required pursuant to subsection 8(e) herein;
- (d) no house may be construct on Lot 3 unless the house strictly complies with all requirements under the RSNQ zoning designation in the Zoning Bylaw (except to the extent set out in subsection 4(c) herein), and with the design drawings approved by the GM in accordance with the section 219 covenant required pursuant to subsection 8(e) herein;
- (e) the houses on Lots 1, 2 and 3 will meet or exceed EnerGuide 80 said requirements to be secured with a section 219 covenant in form and content acceptable to the municipal solicitor with said covenant to be fully registered at the Land Title Office against the titles to Lots 1, 2 and 3 in favour of the District in priority to all financial charges;
- (f) to install and maintain landscaping and permeable driveways on the Lots in accordance with the landscape and driveway plan to be prepared by the Owner's landscape architect and approved by the District under subsection 10(b) herein, and
- (g) to retain and protect all of the trees identified on the plan attached as Schedule "E" (the "Protected Trees").

6. None of the Lots may be separately sold or otherwise transferred until after Green Gables has been relocated to Lot 4 in compliance with this Agreement and to the satisfaction of the GM. After Green Gables has been relocated to Lot 4 in compliance with this Agreement to the satisfaction of the GM, Lot 1 and Lot 2 may be separately sold, but Lot 3 and Lot 4 may not be separately sold or otherwise transferred until after occupancy permits have been issued by the District for houses on both Lots and until landscaping and the permeable driveway required pursuant to section 5(e) have been installed to the District's satisfaction.

7. The Owner further covenants and agrees that Lot 3 will not be used or developed and no building permit will be applied for, or is required to be issued by the District, in respect of any improvement on Lot 3 unless and until an occupancy permit has been issued by the District for Green Gables on Lot 4.
8. The Owner expressly acknowledges and agrees that it is a condition of entering into this Agreement that prior to the Approving Officer's approval of the Proposed Subdivision, the Owner's solicitor will have provided to the District his or her written professional undertaking to deposit the Proposed Subdivision plan only as an all or nothing package with any charges required by the Approving Officer, including without limitation:
  - (a) the section 219 covenant referred to in section 5(e), which must be registered against title to Lots 1, 2 and 3;
  - (b) a separate section 219 covenant and rent charge against title to Lot 4 to secure the Owner's maintenance obligations in relation to Green Gables, and requiring that the landscaping and driveway improvements required pursuant to subsection 5(f) must be retained and maintained in perpetuity in accordance with the terms and conditions set out in said of such covenant, which said covenant must be registered in favour of the District in priority to all financial charges covenant;
  - (c) a section 219 covenant stipulating that there must not be any secondary suite (including in the form of a coach house) constructed, installed, used or occupied on any of the Lots, which said covenant must be registered against each of the Lots in favour of the District in priority to all financial charges;
  - (d) a section 219 tree preservation covenant for the protection and preservation of the Protected Trees, which said covenant must be registered against Lots 1, 2 and 3 in favour of the District in priority to all financial charges; and
  - (e) a section 219 design approval covenant which said must be registered against Lots 1, 2 and 3 in favour of the District in priority to all financial charges.

All said covenants must be in a form acceptable to the Municipal Solicitor.

9. Without limiting any other provision herein, the Owner agrees that:
  - (a) all driveway paving on the Lots must be of permeable construction; and
  - (b) the exterior cladding and colour scheme for all improvements on the Lots must complement the heritage character of Green Gables, must comply with all applicable requirements set out in the report attached as Schedule A, and must be approved by the GM in advance, with future colour changes to be similarly approved.
10. The Owner further covenants and agrees that Lot 1, Lot 2 and Lot 3 will not be used or developed and no building permit will be applied for, or is required to be issued by the District, in respect of any improvement on Lot 1, Lot 2 or Lot 3 unless and until the Owner has:



- (a) prepared and submitted to the District a maintenance plan acceptable to the GM for future maintenance of Green Gables; and
  - (b) delivered to the District a detailed landscape and driveway plan and boulevard planting plan for the Lots, prepared by a professional landscape architect retained by the Owner, which said plans must create a setting to complement the heritage character of Green Gables to the satisfaction of the GM in his or her sole discretion (the "Landscaping and Site Plan").
- 11. Notwithstanding any other term of this Agreement, prior to commencing any development work on the Lots (including removal of any trees), the Owner must obtain all necessary permits and approvals from the District.
- 12. The Owner agrees to maintain Green Gables to such a standard which, in the opinion of the GM, retains the heritage character and heritage value of the building and site.
- 13. The Owner specifically acknowledges and agrees that any alterations and improvements to the exterior of Green Gables will require a heritage alteration permit issued by the District.
- 14. The parties agree that the exterior of Green Gables shall be designated as protected heritage property pursuant to section 611 of the *Local Government Act*.

#### Heritage Alteration Permits

- 15. In accordance with the terms and conditions of this Agreement, the Owner shall not alter in any way the exterior of Green Gables except as permitted by a Heritage Alteration Permit issued by the District.

#### Construction and Maintenance of Works

- 16. Wherever in this Agreement the Owner is issued a heritage alteration permit to restore, rehabilitate, replicate, repair, replace, maintain or in any way alter improvements on, or features of Green Gables, or to construct or maintain other works to protect or conserve such improvements or features, all such work shall be done at the Owner's sole expense strictly in accordance with the heritage alteration permit and all plans and specifications forming part thereof and shall be diligently and continuously maintained in good repair and efficient operating condition by the Owner at the Owner's sole expense in accordance with good engineering, design, heritage and conservation practice.

#### Damage or Destruction

- 17. Subject to section 18, in the event that Green Gables is damaged, the parties agree that the Owner must repair the building, in which event the Owner shall forthwith commence the repair work and complete the same within one year of the date of damage.
- 18. In the event that Green Gables is accidentally damaged or destroyed to the extent of 75% or more of its value above its foundations, as determined by the Chief Building Official, the terms of this Agreement which relate to Green Gables shall cease to be of any effect and thereafter all use and occupation of Lands shall be in accordance with the District Zoning Bylaw No. 3210, as amended, and in accordance with all other bylaws or

regulations of the District or any other laws of any other authority having jurisdiction; provided that as a limitation on said use the maximum floor area for any replacement house on Lot 1 shall not exceed 223.2 m<sup>2</sup>.

#### Breach

19. In the event that the Owner is in breach of a material term of this Agreement, the District may give the Owner notice in writing of the breach and the Owner shall ensure it does nothing to further the breach and shall remedy the breach within 30 days of receipt of the notice.

#### Amendment

20. The parties acknowledge and agree that this Agreement may only be amended by one of the following means:
- (a) by bylaw with the consent of the parties provided that a public hearing shall be held if an amendment would permit a change to use or density of use on the Lands; or
  - (b) by Heritage Alteration Permit issued pursuant to section 972 of the *Local Government Act*.

#### Representations

21. It is mutually understood and agreed that the District has made no representations, covenants, warranties, promises or agreements, express or implied, other than those contained in this Agreement.

#### Statutory Functions

22. Except as expressly varied or supplemented herein, this Agreement shall not prejudice or affect the rights and powers of the District in the exercise of its statutory functions and responsibilities, including, but not limited to, the *Local Government Act* and its rights and powers under any enactments, bylaws, order or regulations, all of which, except as expressly varied or supplemented herein, are applicable to the Property.

#### No Liability to District

23. In no case shall the District be liable or responsible in any way for:
- (a) any personal injury, death or consequential damage of any nature whatever, however caused, that may be suffered or sustained by the Owner or by any other person who may be on the Lands; or
  - (b) any loss or damage of any nature whatever, however caused to the Lands or any improvements or personal property thereon belonging to the Owner or to any other person;

arising directly or indirectly from, or in any way related to, the entering into of this Agreement, compliance with the conditions, restrictions and requirements in this

Agreement, the Proposed Subdivision, wrongful or negligent failure or omission to comply with the conditions, restrictions and requirements herein, or from the enforcement or non-enforcement of any restrictions or requirements herein or with any other term condition or provision of this Agreement.

#### Indemnity

24. The Owner shall at all times indemnify and save harmless the District of and from all loss and damage, and all actions, claims, costs, demands, expenses, fines, liabilities and suites of any nature whatsoever by whomsoever brought for which the District shall or may become liable, incur or suffer by reason of existence and effect whether direct or indirect of the restrictions or requirements herein, or breach or non-performance by the Owner of any covenant, term or provision hereof, or by reason of any work or action of the Owner in performance of its obligations hereunder, or by reason of any wrongful act or omission, default or negligence of the Owner.

#### Damages

25. The Owner covenants and agrees that the measure of damages for any breach of the restrictions or requirements of this Agreement shall include, but shall not be limited to, the actual cost and expense of all administration, labour, materials, equipment, services and work required for all remedial acts necessary to fully restore, rehabilitate, replace or maintain the building, structure, improvement on or feature of the Lands having *heritage value* to be protected, conserved, preserved or kept in its natural state. The nature and extent of any breach of the said restrictions and requirements, and the nature and extent of any restoration, rehabilitation, replacement, maintenance or remedial work or action of any nature required to remedy such breach shall be determined by the District in its sole discretion.

#### Specific Performance

26. The Owner agrees that the District is entitled to obtain an order for specific performance of this Agreement and a prohibitory or mandatory injunction in respect of any breach by the Owner of this Agreement. The Owner agrees that this is reasonable given the public interest in preserving the heritage value and character of the Green Gables.

#### No Waiver

27. No restrictions, requirements or other provisions in this Agreement shall be deemed to have been waived by the District unless a written waiver authorized by resolution of the Council and signed by an officer of the District has first been obtained, and without limiting the generality of the foregoing, no condoning, excusing or overlooking by the District on previous occasions of any default nor any previous written waiver shall be taken to operate as a waiver by the District of any subsequent default or in any way to defeat or affect the rights of remedies the District.

#### Compliance with Laws

28. Despite any provision of this Agreement, the Owner shall comply with all laws, including bylaws of the District and all regulations and orders of any authority having jurisdiction, and to the extent only that such laws, regulations and orders are mandatory and

necessarily require the breach of any restriction or positive obligation herein to be observed or performed by the Owner, or less than strict compliance with the terms hereof, then the Owner upon sixty days' written notice to the District shall be excused from complying with such restrictions or performing such obligation and such restriction or obligation shall be suspended but only to the extent and for the time that such mandatory law, regulation or order is inconsistent with compliance with the said restrictions or obligations.

#### Agreement's Relevance to Subdivision Approval

29. The Owner agrees that the Approving Officer is, with respect to any preliminary or final application for approval of the Proposed Subdivision, entitled (but not required) to consider whether the Proposed Subdivision complies with the applicable requirements under this Agreement or whether the requirements of this Agreement have been complied with and to reject the application if any of those requirements have not, in the opinion of the Approving Officer, been complied with. Nothing in this Agreement commits the Approving Officer to approve any Proposed Subdivision plan.

#### Rights are Permissive Only

30. The rights given to the District by this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the District to the Owner or anyone else, and nothing in this Agreement obliges the District to enforce this Agreement, to perform any act or to incur any expense in respect of this Agreement.

#### Notice Binding

31. The Owner will file against the Lands notice in the Land Title Office in accordance with section 610 of the *Local Government Act* and upon registration of such notice, this Agreement and any amendment to it shall be binding on all persons who acquire an interest in the Lands or any part thereof.

#### Notice

32. Any notice to be given hereunder shall be in writing and may be either delivered personally or sent by prepaid registered mail and if so mailed shall be deemed to have been given five (5) days following the date upon which it was mailed. The address of the parties for the purpose of notice shall be as follows:

To the District:

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

Attention: Municipal Clerk

If to the Owner:



Any party hereto may at any time give notice in writing to the other of any change of address and after the third day of the giving of such notice the address therein specified shall be the address of such part for the giving of notices.

#### Inspection

33. Without limiting the District's power of inspection conferred by statute and in addition thereto, the District shall be entitled at all reasonable times and from time to time to enter onto the Lands for the purpose of ensuring that the Owner is fully observing and performing all of the restrictions and requirements in this Agreement to be observed and performed by the Owner.

#### Severance

34. If any part of this Agreement is for any reason held to be invalid by a court of competent jurisdiction, the invalid portion is to be severed from the rest of this Agreement and the decision that it is invalid does not affect the validity of the remainder of this Agreement.

#### Headings

35. The headings in this Agreement are inserted for convenience only and shall not affect the construction of this Agreement or any provision hereof.

#### Successors Bound

36. All restrictions, rights and liabilities herein imposed upon or given to the respective parties shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns. When the Owner is more than one party they shall be bound jointly and severally by the terms, covenants and agreements herein on the part of the Owner.
37. The District will file a notice in the Land Title Office in accordance with section 966 of the *Local Government Act* and upon registration of such notice, this Agreement and any amendment to it shall be binding on all persons who acquire an interest in the land affected by this Agreement.

#### Other Documents

38. The Owner agrees at the request of the District to execute and deliver or cause to be executed and delivered all such further agreements, documents and instruments and to do and perform or cause to be done and performed all acts and things as may be required in the opinion of the District to give full effect to this Agreement.

*The remainder of this page is intentionally left blank*

No Partnership or Agency

39. The parties agree that nothing contained in this Agreement creates a partnership, joint venture or agency relationship between the parties.

The Owner and the District have executed this Agreement as of the date first above written.

Signed, Sealed and )  
Delivered by \_\_\_\_\_ )  
in the presence of: )

\_\_\_\_\_) )  
\_\_\_\_\_) )  
Name \_\_\_\_\_) )

\_\_\_\_\_) )  
\_\_\_\_\_) )  
Address \_\_\_\_\_) )

\_\_\_\_\_) )  
\_\_\_\_\_) )  
\_\_\_\_\_) )

\_\_\_\_\_) )  
\_\_\_\_\_) )  
Occupation \_\_\_\_\_) )

Signed by the duly authorized)  
signatories of The )  
Corporation of the District of )  
North Vancouver: )

\_\_\_\_\_) )  
\_\_\_\_\_) )  
\_\_\_\_\_) )  
Richard Walton, Mayor \_\_\_\_\_) )

\_\_\_\_\_) )  
\_\_\_\_\_) )  
\_\_\_\_\_) )  
James Gordon, Clerk \_\_\_\_\_) )

Schedule "A"  
Conservation Plan

Schedule "B"  
Draft Subdivision Plan

PROPOSED SUBDIVISION PLAN OF  
LOT A PLAN 5611 AND LOT G PLAN 2954  
BOTH OF THE NORTH 1/2 OF LOT F  
BLOCKS 4 TO 13  
DISTRICT LOT 2026  
GROUP 1 NEW WESTMINSTER DISTRICT  
BCGS 92G.035

PLAN EPP\_ \_ \_



ALL DISTANCES ARE IN METRES AND DECIMALS THEREOF

THE INTENDED PLOT SIZE OF THIS PLAN IS 279mm IN WIDTH  
BY 432mm IN HEIGHT (B SIZE) WHEN PLOTTED AT A SCALE OF 1:500

INTEGRATED SURVEY AREA No. 16.

(DISTRICT OF NORTH VANCOUVER)

NAD83 (CSRS) 4.0.0 BC.1 GVRD

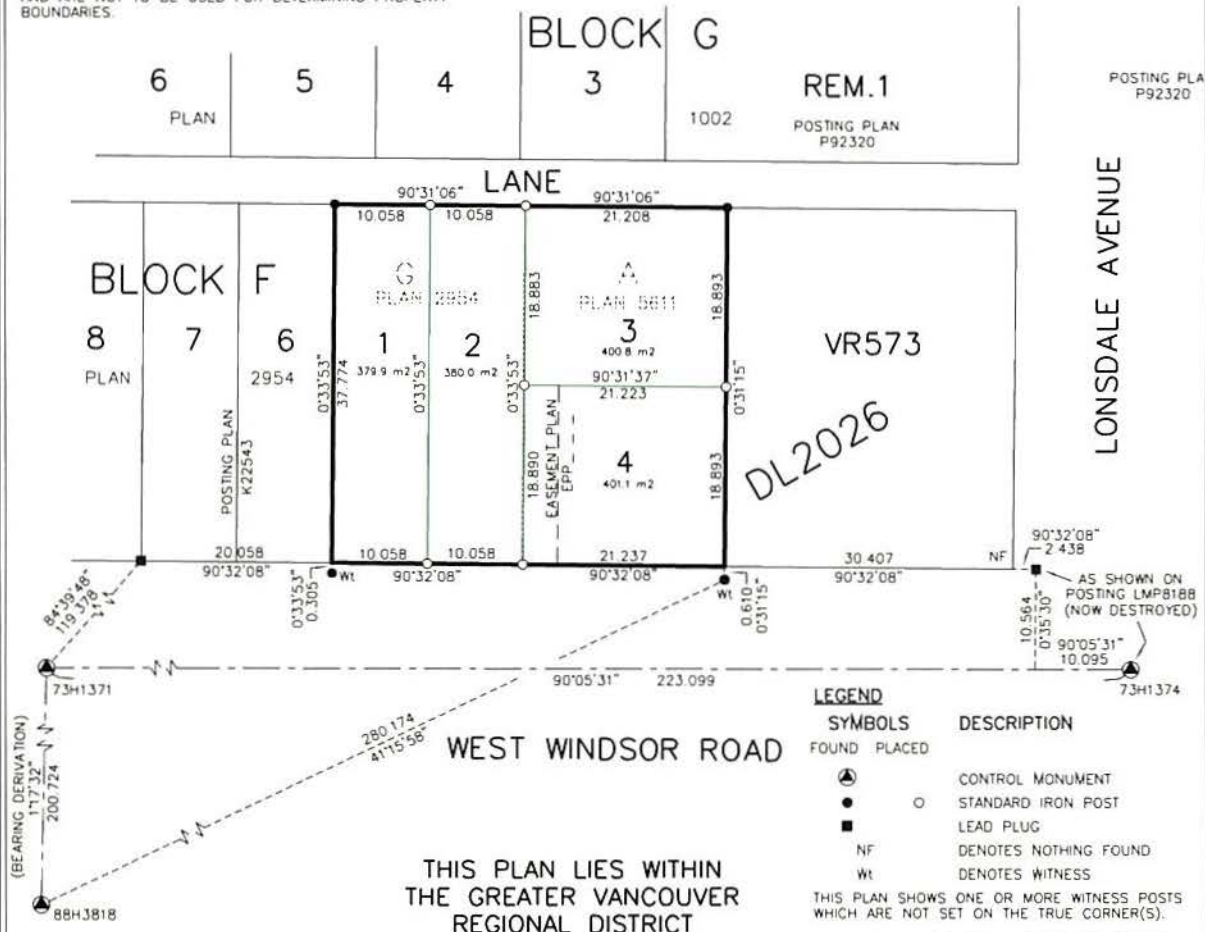
GRID BEARINGS ARE DERIVED FROM OBSERVATIONS  
BETWEEN GEODETIC CONTROL MONUMENTS 88H3818  
AND 73H1371

THE UTM COORDINATES AND ESTIMATED HORIZONTAL  
POSITIONAL ACCURACY ARE DERIVED FROM THE MASCOT  
PUBLISHED COORDINATES AND STANDARD DEVIATIONS FOR  
GEODETIC CONTROL MONUMENTS 88H3818 AND 73H1371

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL DISTANCES UNLESS  
OTHERWISE SPECIFIED. TO COMPUTE GRID DISTANCES, MULTIPLY  
GROUND-LEVEL DISTANCES BY THE AVERAGE COMBINED FACTOR OF  
0.9995786 WHICH HAS BEEN DERIVED FROM GEODETIC CONTROL  
MONUMENTS 88H3818 AND 73H1371.

DATUM: NAD83(CSRS) 4.0.0 BC.1 GVRD, UTM ZONE 10 ESTIMATED HORIZONTAL POSITIONAL ACCURACY 0.014 METRES			
POINT	UTM N	UTM E	COMBINED FACTOR
73H1371	5465070.975	494550.466	0.9995774
88H3818	5464870.387	494545.941	0.9995797

NOTE: COORDINATES ARE FOR MAPPING PURPOSES ONLY  
AND ARE NOT TO BE USED FOR DETERMINING PROPERTY  
BOUNDARIES.



LEGEND		DESCRIPTION
SYMBOLS	FOUND PLACED	
●	○	CONTROL MONUMENT
■	○	STANDARD IRON POST
■	○	LEAD PLUG
NF		DENOTES NOTHING FOUND
Wt		DENOTES WITNESS

THIS PLAN SHOWS ONE OR MORE WITNESS POSTS  
WHICH ARE NOT SET ON THE TRUE CORNER(S).

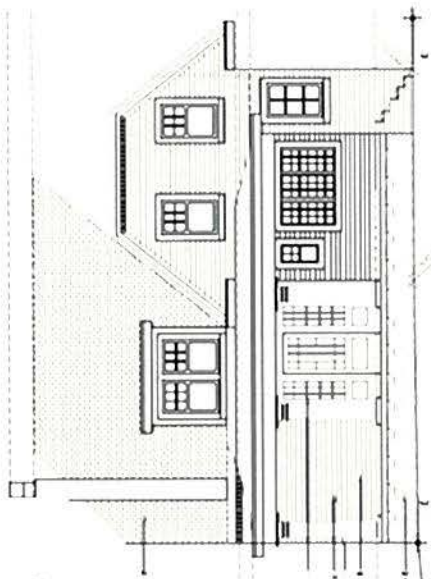
THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS  
COMPLETED ON THE \_ \_ \_ TH DAY OF \_ \_ \_ , 2016,  
GRAHAM RANKINE, BCLS #822

JOB: 15075 FB: 513 P.49  
FILE: L \_ \_ \_ \_ COMP: 150755\_PRO

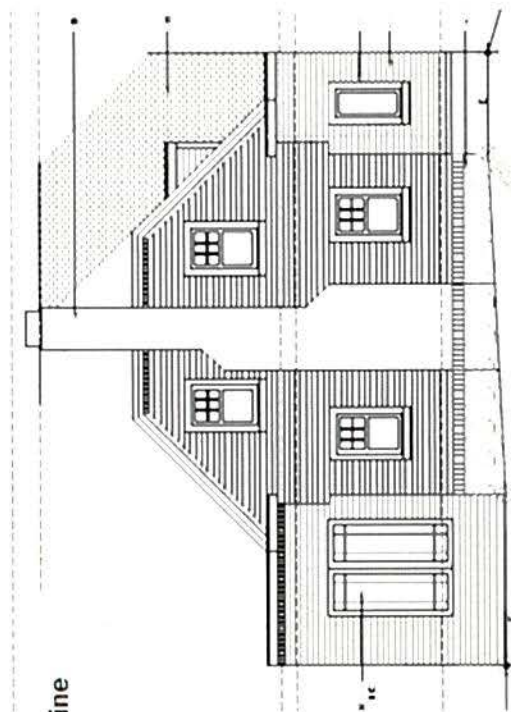
RANKINE LAND SURVEYING LTD.  
300 - 1000 WEST 14TH STREET  
NORTH VANCOUVER, BC V7P 3P3  
TEL: 604-987-7772

Schedule "C"  
Site Plan

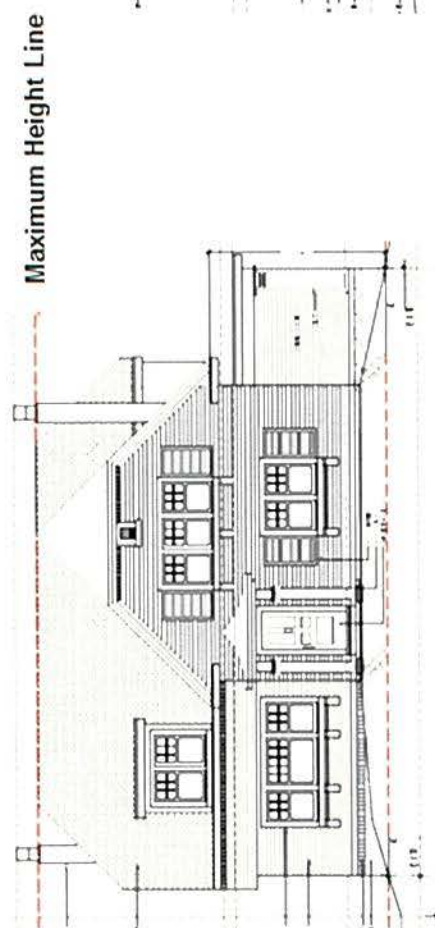
Schedule "D"  
Heritage House Plans



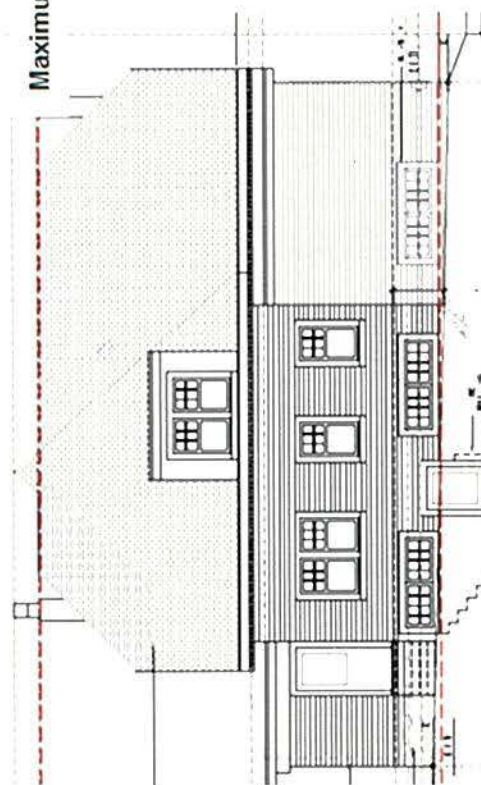
East Elevation



West Elevation

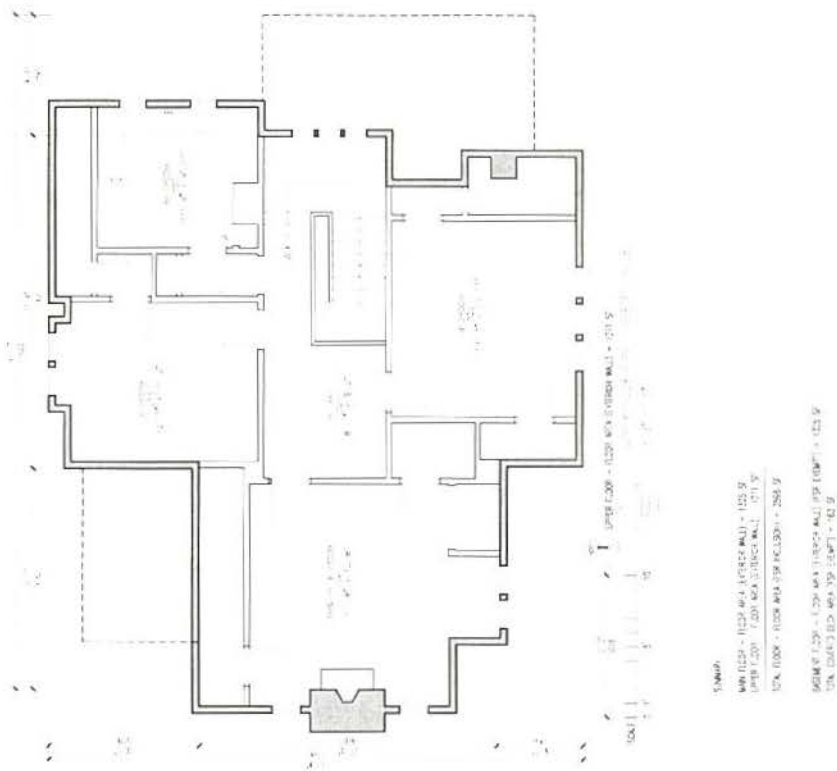
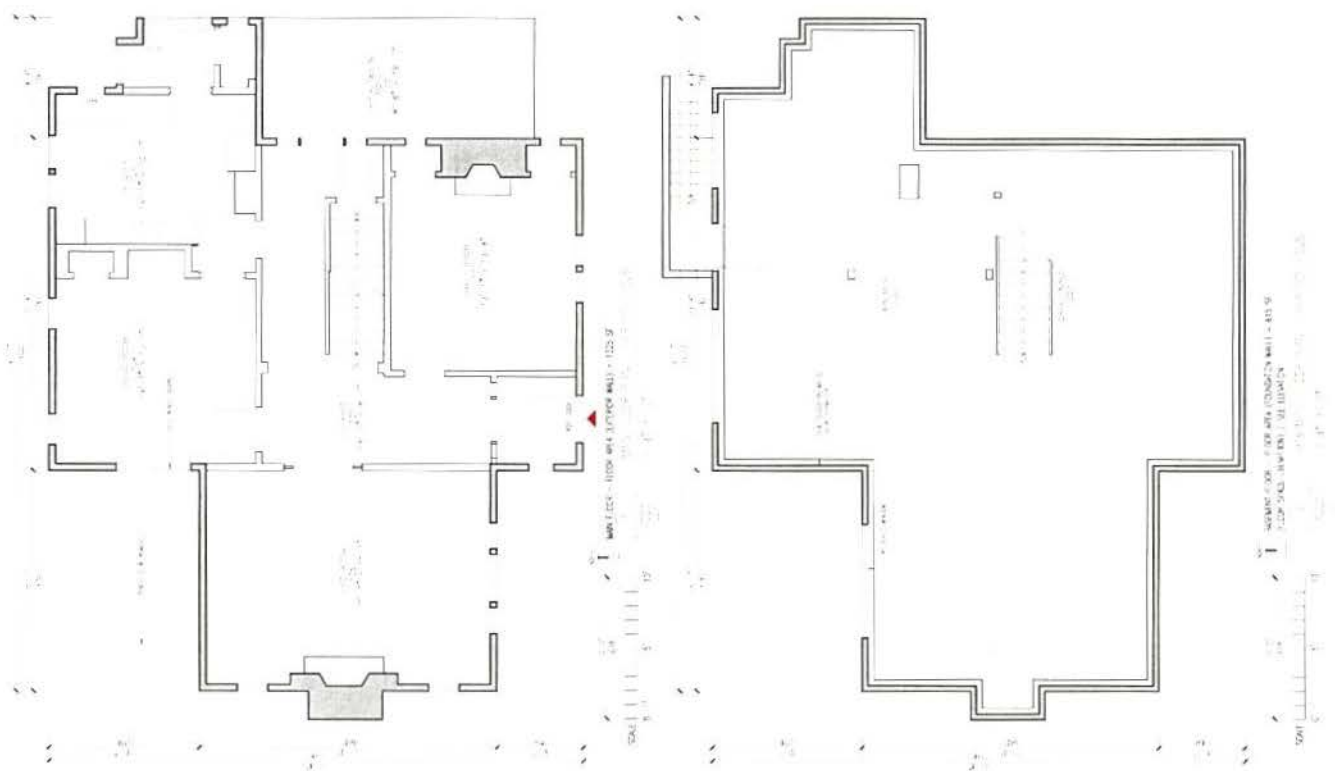


South Elevation



North Elevation





**co.lab**

2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241 2242 2243 2244 2245 2246 2247 2248 2249 2250 2251 2252 2253 2254 2255 2256 2257 2258 2259 2260 2261 2262 2263 2264 2265 2266 2267 2268 2269 2270 2271 2272 2273 2274 2275 2276 2277 2278 2279 2280 2281 2282 2283 2284 2285 2286 2287 2288 2289 2290 2291 2292 2293 2294 2295 2296 2297 2298 2299 2300 2301 2302 2303 2304 2305 2306 2307 2308 2309 2310 2311 2312 2313 2314 2315 2316 2317 2318 2319 2320 2321 2322 2323 2324 2325 2326 2327 2328 2329 2330 2331 2332 2333 2334 2335 2336 2337 2338 2339 2340 2341 2342 2343 2344 2345 2346 2347 2348 2349 2350 2351 2352 2353 2354 2355 2356 2357 2358 2359 2360 2361 2362 2363 2364 2365 2366 2367 2368 2369 2370 2371 2372 2373 2374 2375 2376 2377 2378 2379 2380 2381 2382 2383 2384 2385 2386 2387 2388 2389 2390 2391 2392 2393 2394 2395 2396 2397 2398 2399 2400 2401 2402 2403 2404 2405 2406 2407 2408 2409 2410 2411 2412 2413 2414 2415 2416 2417 2418 2419 2420 2421 2422 2423 2424 2425 2426 2427 2428 2429 2430 2431 2432 2433 2434 2435 2436 2437 2438 2439 2440 2441 2442 2443 2444 2445 2446 2447 2448 2449 2450 2451 2452 2453 2454 2455 2456 2457 2458 2459 2460 2461 2462 2463 2464 2465 2466 2467 2468 2469 2470 2471 2472 2473 2474 2475 2476 2477 2478 2479 2480 2481 2482 2483 2484 2485 2486 2487 2488 2489 2490 2491 2492 2493 2494 2495 2496 2497 2498 2499 2500 2501 2502 2503 2504 2505 2506 2507 2508 2509 2510 2511 2512 2513 2514 2515 2516 2517 2518 2519 2520 2521 2522 2523 2524 2525 2526 2527 2528 2529 2530 2531 2532 2533 2534 2535 2536 2537 2538 2539 2540 2541 2542 2543 2544 2545 2546 2547 2548 2549 2550 2551 2552 2553 2554 2555 2556 2557 2558 2559 2560 2561 2562 2563 2564 2565 2566 2567 2568 2569 2570 2571 2572 2573 2574 2575 2576 2577 2578 2579 2580 2581 2582 2583 2584 2585 2586 2587 2588 2589 2590 2591 2592 2593 2594 2595 2596 2597 2598 2599 2600 2601 2602 2603 2604 2605 2606 2607 2608 2609 2610 2611 2612 2613 2614 2615 2616 2617 2618 2619 2620 2621 2622 2623 2624 2625 2626 2627 2628 2629 2630 2631 2632 2633 2634 2635 2636 2637 2638 2639 2640 2641 2642 2643 2644 2645 2646 2647 2648 2649 2650 2651 2652 2653 2654 2655 2656 2657 2658 2659 2660 2661 2662 2663 2664 2665 2666 2667 2668 2669 2670 2671 2672 2673 2674 2675 2676 2677 2678 2679 2680 2681 2682 2683 2684 2685 2686 2687 2688 2689 2690 2691 2692 2693 2694 2695 2696 2697 2698 2699 2700 2701 2702 2703 2704 2705 2706 2707 2708 2709 2710 2711 2712 2713 2714 2715 2716 2717 2718 2719 2720 2721 2722 2723 2724 2725 2726 2727 2728 2729 2730 2731 2732 2733 2734 2735 2736 2737 2738 2739 2740 2741 2742 2743 2744 2745 2746 2747 2748 2749 2750 2751 2752 2753 2754 2755 2756 2757 2758 2759 2760 2761 2762 2763 2764 2765 2766 2767 2768 2769 2770 2771 2772 2773 2774 2775 2776 2777 2778 2779 2780 2781 2782 2783 2784 2785 2786 2787 2788 2789 2790 2791 2792 2793 2794 2795 2796 2797 2798 2799 2800 2801 2802 2803 2804 2805 2806 2807 2808 2809 2810 2811 2812 2813 2814 2815 2816 2817 2818 2819 2820 2821 2822 2823 2824 2825 2826 2827 2828

114 WEST WINDSOR ROAD  
NORTH VANCOUVER, BC

**SUBDIVISION:**  
**HERITAGE HOUSE - FLOOR PLANS**

A002

Schedule "E"  
Trees to be Protected and Preserved

**The Corporation of the District of North Vancouver****Bylaw 8188**

A bylaw to designate property as heritage property

---

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

**1. Citation**

This bylaw may be cited as "Heritage Designation Bylaw 8188, 2016 (114 West Windsor Road – Green Gables)".

**2. Heritage Designation Protection**

2.1 The Council designates the following as protected heritage property pursuant to Section 611 of the *Local Government Act*:

- (a) the lands located at \_\_\_\_\_, North Vancouver and legally described as: \_\_\_\_\_; and,
- (b) the exterior portion of the building on the Lands on the plans attached to this bylaw as Schedule A (the "Retained Structure").

**3. Authority to Issue Heritage Alteration Permit**

3.1 Pursuant to Section 617 of the *Local Government Act*, the Council delegates to the General Manager - Planning, Properties & Permits the authority to issue heritage alteration permits to authorize interior and exterior alterations of the Retained Structure not otherwise permitted by this bylaw, provided that the alterations, including the materials used and the design, colour and texture are in the opinion of the General Manager – Planning, Properties & Permits appropriate to the general period and style for the building.

**READ** a first time

**PUBLIC HEARING** held

**READ** a second time

**READ** a third time

**ADOPTED**

\_\_\_\_\_  
Mayor

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

Certified a true copy

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

**Schedule A to Bylaw 8188**  
**RETAINED STRUCTURE**



# GREEN GABLES

114 WEST WINDSOR ROAD,  
DISTRICT OF NORTH VANCOUVER

## STATEMENT OF SIGNIFICANCE

MAY 2016



**DONALD LUXTON**  
AND ASSOCIATES INC



DONALD LUXTON AND ASSOCIATES INC.  
1030 - 470 GRANVILLE STREET VANCOUVER BC V6C 1V5  
info@donaldluxton.com 604 688 1216 www.donaldluxton.com



## HISTORIC CONTEXT

The District of North Vancouver was incorporated in 1891 and originally included all three separate municipalities of the North Shore. The City of North Vancouver, comprising the urban core close to Burrard Inlet, officially formed in 1907, while West Vancouver seceded from the District in 1912. In the midst of these administrative transitions, the North Shore was booming with development, due to the economic expansion occurring throughout the Lower Mainland during the Edwardian era. Suburban residential areas, including those in North Vancouver, developed into bedroom communities for employees of the thriving industries and commercial enterprises of the early twentieth century.



Lonsdale Avenue with streetcar service that stretched up the hill toward the District of North Vancouver, circa 1908, City of Vancouver Archives (CVA) Out P1221



Pan: Upper Lonsdale from Carisbrooke Park, looking south, 1916, CVA PAN N173



Detail: Upper Lonsdale from Carisbrooke Park, looking south, 1916, CVA PAN N173

Connected by ferry service, and later bridges, to Downtown Vancouver, the District of North Vancouver became a preferred address for those seeking a quiet residential life, away from the polluting effects of industries closer to the shore. The Upper Lonsdale neighbourhood, located just north of the boundary between the City and District of North Vancouver, was developing as a high-quality suburb in the early 1910s, as the Lonsdale Avenue streetcar gradually reached the area; the streetcar made it to Windsor Road in 1912. The construction of the Gibson Residence in 1915 was made possible by this ready access to the remainder of the Lower Mainland.

This beautifully detailed and stately home was built for the Gibson family; Robert Gibson was a printer with the *News-Advertiser*. The ornate Ionic and Doric columns associate the house with the Colonial Revival. A distinctive profile is provided by the tall chimneys, the hip-on-gable ('jerkin') roofs, and the bellcast detailing of the porches. By 1935 the house had been acquired by the Butterworth family, who maintained stables on the property. Janet Gibson, daughter of the first owners, moved next door to 108 West Windsor Road at that time.



## ORIGINAL ARCHITECT

**JAMES CLARK MACKENZIE**  
**1877-1941**

From: *Building the West: The Early Architects of British Columbia*

James C. Mackenzie was born on November 6, 1877 in West Kilbride, Ayrshire, Scotland. He was educated at Ardrossan Academy, Ayr Academy and Glasgow High School, and in 1897, started a five-year apprenticeship in Alexander Nisbet Paterson's office, Glasgow. Paterson, described as a "fastidious, comfortably off, and retiring architect, whose best work is too little known," had studied at the *Atelier Pascal*, and later worked for Aston Webb. After Mackenzie completed his services with Paterson, he went to Italy in 1902 for four months, and then practised in Dumfries for two years. Seeking new opportunities, James followed his older brother, William, to Prince Rupert, where one of their aunts lived. By 1908 he moved to Vancouver, where he entered the office of fellow Scot, William Bow. Mackenzie commenced his own practice in 1909, and worked mostly on residential projects in the Shaughnessy Heights subdivision. He also received the commission for the new West Vancouver Municipal Hall. The *Vancouver Daily Province*, June 1, 1912, reported "the contract was awarded this week for the municipal hall... It has been designed to conform to the general style of suburban architecture. The whole building will be heated by hot air." In 1912 Mackenzie married Amy Crabtree, an English probationary nurse, and the following year he designed an elegant Craftsman-inspired home in the North Lonsdale area of North Vancouver for his new family, which included three children by 1917. From 1913-15 he worked in partnership with A. Scott Ker. Their largest commission was a grand home in Shaughnessy Heights for Frank L. Buckley, *Iowa*, on Osler Avenue, 1913-14. As work dried up during the First World War, Mackenzie moved his office to his home. Although times were lean, he designed at least one large residence, for Robert Gibson in the North Lonsdale area, 1915, and published an extensive catalogue of house plans, of which his own house was No. 514. After the war he was associated with the Architects Small House Service Bureau (B.C.), which offered a large selection of home plans for thirty dollars each. Mackenzie was also known as a designer of teapots depicting Haida designs, which were made in Japan and were very popular there. By 1920 Mackenzie had gone into partnership with William Bow, whose daughter remembers Mackenzie's wife as a large, imposing woman, who would drop their three children off at the office when she wanted to go shopping, creating endless disruption. The partnership terminated in 1923, and Mackenzie again practised on his own. He died on May 21, 1941 at age sixty-three.

## STATEMENT OF SIGNIFICANCE: *GREEN GABLES* 114 WEST WINDSOR ROAD, DISTRICT OF NORTH VANCOUVER



**Current Address:** 114 West Windsor Road

**Historic Name:** *Green Gables*

**Original Residents:** Robert Gibson

**Architect:** James C. Mackenzie

**Construction Date:** 1915

### **Description of Historic Place**

*Green Gables* is a grand, one and one-half storey plus basement, wood-frame house, located at 114 West Windsor Road in the Upper Lonsdale neighbourhood of the District of North Vancouver. It displays features of the Colonial Revival style, and is distinguished by its jerkin-headed roofline, porches with bellcast roofs and Ionic and Doric porch columns.

### **Heritage Value of Historic Place**

Constructed in 1915, *Green Gables* is valued for its connection with the early twentieth-century growth and development of North Vancouver, and for its sophisticated architecture as designed by James Clark Mackenzie.



*Green Gables* represents the intense, speculative development that occurred across the Lower Mainland during the Edwardian-era boom period. After regular ferry service was established in 1903 and North Vancouver was incorporated in 1907, the area experienced a period of unprecedented growth and prosperity. This construction boom accelerated until a general financial depression in 1913 halted this ambitious suburban development. *Green Gables* was constructed at the twilight of the construction boom and was originally owned by Robert Gibson, a printer with the *News-Advertiser*. This grand house demonstrates the social, cultural, and aesthetic values of successful local businessmen and women of the early twentieth century, including the appreciation of architectural elegance, impressive interior spaces, leisure and recreation, and scenic views.

The ornate classical columns and detailing associate the house with the Colonial Revival style, reflecting the widespread acceptance of neoclassicism in the early twentieth century. A distinctive profile is provided by the tall chimneys, the jerkin-headed roofs, and the bellcast detailing of the porches. It is a superior example of the work of local architect, James Clark Mackenzie, who lived in Upper Lonsdale, and designed many of the grand homes in the area. *Green Gables* is also unusual for its date of wartime construction, and was built at a time when domestic construction was generally curtailed.

### Character-Defining Elements

The character-defining elements of *Green Gables* include its:

- location along West Windsor Road in the Upper Lonsdale neighbourhood of North Vancouver;
- continuous residential use since 1915;
- residential form, scale and massing, as expressed by its one and one-half storey plus basement height; jerkin-headed cross-gabled roof structure with returned eaves; shed roof dormers; and swept porch roofs;
- wood frame and masonry construction, featuring original wood lapped siding and detailing, and granite foundation with soldier coursed brick facing along the foundation on the front façade;
- Colonial Revival style architecture, featuring: second-storey overhang of the west, side-gabled wing; wood moulding and dentil coursing across all elevations; wood window boxes on the front façade with solid scroll-cut brackets; fixed shutters on the front façade; square wood pilaster mullions dividing the tripartite window assembly on the west side of the front façade, with wooden keystone detail in the lintel; column-facing at each corner of the shed roof dormer of the front façade; projecting wood sills across all elevations; vented louvres; projecting front entryway, set close to grade, comprised of original ornate wood columns with Ionic capitals, detailed scroll-cut wood brackets, and tongue-and-groove wood soffit; and partially enclosed side porch on the east elevation, comprised of simple wood columns with Doric capitals, wood porch beams, and tongue-and-groove wood soffit and decking;
- variety of original wood window assemblies, including single, bipartite and tripartite 6-over-1 true-divided double-hung windows with wood horns; a tripartite 6-over-1 with 10-over-1 centre unit true-divided double-hung window with ornamented wood mullions with wood horns; fixed true-divided multi-lite windows; multi-partite true-divided multi-lite casement windows; and fixed leaded glass windows;
- original exterior wood doors, including front door with inset panels and mail slot; wide side entry door on the east elevation with inset panel and true-divided multi-lite window,

flanked by twin true-divided multi-lite sidelites with wood bases and inset panels to match the door; and rear double-door assembly with large multi-lite fields of true-divided glass; and

- one external chimney, which intersects the roofline, and two internal brick chimneys of notable height; and
- overall layout of interior spaces, with an open, L-shaped central staircase with wood balustrade, curving banister, bullnosed starting step with spiraled banister around the starting newel post, and panelled window bench on landing; hardwood floors, woodwork, fireplaces and stained glass panels.



## RESEARCH SUMMARY

### PUBLISHED REFERENCES:

- *Building the West: The Early Architects of British Columbia*. Luxton, Donald (Ed.). Vancouver: Talonbooks. 2007.
- Commonwealth Historic Resource Management Limited. *District of North Vancouver Heritage Inventory*. Rep. District of North Vancouver: Corporation of the District of North Vancouver, 1993. Print.
- Foundation Group Designs. *Heritage Inventory, the Corporation of the District of North Vancouver*. Rep. District of North Vancouver: Corporation of the District of North Vancouver, 1988. Print.

### FROM THE 1988-89 DISTRICT OF NORTH VANCOUVER HERITAGE INVENTORY:

ASSESSMENT INFORMATION: Old Lots 3,4 & 5

1912:	Sub-lots 1 & 2 - Owner: Mrs J.B Gibson, Portland Oregon Joint improvements: \$1,500	1917:	Book Missing
1914:	Lot 3 Owner: Mrs J.B. Gibson (265 E 50th St, Portland Oregon) Land: \$325 Imp: \$1,500 Lot 4 Owner: Robert Gibson Land: \$325 Imp: \$0 Lot 5 Owner: Mrs G.W. Marshall Land: \$325 Imp: \$0	1918:	Lot 3 Owner: Miss Janet Loudon Gibson. Land: \$300 Imp: \$3,000 Lot 4 Owner: Miss Janet Loudon Gibson. Land: \$225 Imp: \$0
1915:	No improvements listed on any of these lots	1919:	Same as 1918
1916:	Lot 3 Owner: Mrs Robert Gibson Land: \$325 Imp: \$3,000 Lot 4 Owner: Mrs Robert Gibson Land: \$325 Imp: \$0	1926:	Lot 3 Owner: Miss Gibson Land: \$360 Imp: \$4,000
		1928:	Lot 1/3A Owner: Miss Gibson Land: \$600 Imp: \$4,000 Lots 4 & 5 unimproved.

### ADDITIONAL REFERENCES:

PALLANT: The Butterworth family had acquired the house by 1935; and had stables on the property. It was also known as "Green Gables".

DIRECTORIES: 1911: Robert Gibson, printer, listed at the corner of Nye and Lonsdale

- 1912: same as 1911.
- 1913: Gibson not listed
- 1916: Gibson not listed
- 1925: Gibson Janet L steno P.C. Fire Insr  
114 W Windsor N Van  
Gibson Robert h  
114 W Windsor N Van

THIS PAGE LEFT BLANK INTENTIONALLY

# PUBLIC HEARING

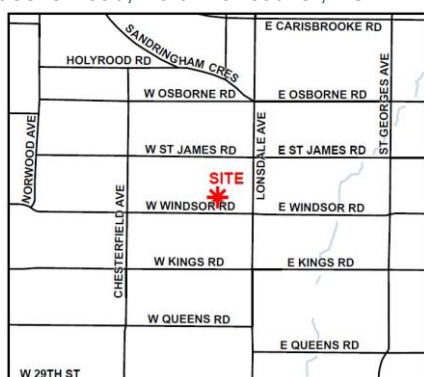
114 West Windsor Road  
(Green Gables)

## Heritage Revitalization Agreement and Heritage Designation

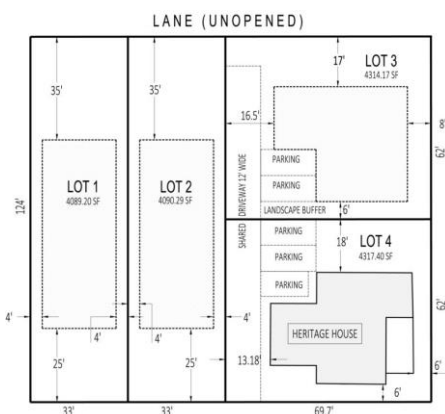
**What:** A Public Hearing for Bylaws 8187 and 8188, proposed Heritage Revitalization Agreement and Heritage Designation bylaws, respecting a proposed subdivision and redevelopment of the property located at 114 West Windsor Road (Green Gables).

**When:** 7 pm, Tuesday, September 13, 2016

**Where:** Council Chambers, District of North Vancouver Municipal Hall, 355 West Queens Road, North Vancouver, BC



Proposed\*



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

### What changes?

Bylaw 8187 authorizes entry into a Heritage Revitalization Agreement which will secure the permanent protection of Green Gables and permit subdivision into four lots. Bylaw 8188 proposes to designate Green Gables as a protected heritage property.

### When can I speak?

We welcome your input Tuesday, September 13, 2016, 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 to Municipal Clerk, District of North Vancouver, 355 West Queens Road, North Vancouver, BC, V7N 4N5, before the conclusion of the hearing.

Please note that Council may not receive further submissions from the public concerning this application after the conclusion of the public hearing.

### Need more info?

Relevant background material and copies of the bylaws are available for review at the Municipal Clerk's Office or online at [dnv.org/public\\_hearing](http://dnv.org/public_hearing) from July 27 to September 13. Office hours are Monday to Friday 8 am to 4:30 pm, except statutory holidays.

### Who can I speak to?

Kathleen Larsen, Community Planner, at 604-990-2369 or [larsenk@dnv.org](mailto:larsenk@dnv.org)



THIS PAGE LEFT BLANK INTENTIONALLY