

AGENDA

PUBLIC HEARING

Tuesday, February 18, 2014

7:00 p.m.

Council Chamber, Municipal Hall

355 West Queens Road,

North Vancouver, BC

Council Members:

Mayor Richard Walton

Councillor Roger Bassam

Councillor Robin Hicks

Councillor Mike Little

Councillor Doug MacKay-Dunn

Councillor Lisa Muri

Councillor Alan Nixon



NORTH VANCOUVER
DISTRICT

www.dnv.org

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PUBLIC HEARING

7:00 p.m.
Tuesday, February 18, 2014
Municipal Hall, Council Chambers
355 West Queens Road, North Vancouver

1. OPENING BY THE MAYOR

2. INTRODUCTION OF BYLAW BY CLERK

Bylaw 8028: The District of North Vancouver Rezoning Bylaw 1302

Purpose of Bylaw:

The bylaw proposes to redevelop six single family lots located at 1570, 1576, and 1584 East Keith Road and 743, 763, and 777 Orwell Street and a small portion of road allowance for a thirty-two unit townhouse project which requires rezoning and issuance of a development permit.

3. PRESENTATION BY STAFF

Presentation: Casey Peters, Community Planner

4. PRESENTATION BY APPLICANT

Presentation: Brody Development Ltd.

5. PUBLIC INPUT FOR ROAD ALLOWANCE CLOSURE

Please note that public input on the closure of a 1,911 ft.² road allowance along East Keith Road will be welcomed throughout the Public Hearing.

6. REPRESENTATIONS FROM THE PUBLIC

7. QUESTIONS FROM COUNCIL

8. COUNCIL RESOLUTION

Recommendation:

THAT the February 18, 2014 Public Hearing be closed;

AND THAT Bylaw 8028 "The District of North Vancouver Rezoning Bylaw 1302", be returned to Council for further consideration.

9. CLOSING

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The Corporation of the District of North Vancouver

Bylaw 8028

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

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

1. Citation

This bylaw may be cited as “District of North Vancouver Rezoning Bylaw 1302 (Bylaw 8028)”.

2. Amendments

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

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

“Comprehensive Development Zone 76 CD76”

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

“4B76 Comprehensive Development Zone 76 CD76

The CD76 Zone is applied to:

1570 E Keith Rd, Lot 11 Except: Part on Statutory Right of Way Plan 109; of Lot 6 Block A District Lot 613 Plan 2459, PID: 013-739-590

1576 E Keith Rd, Lot 12 Except: Part in Plan 21096; of Lot 6 Block A District Lot 613 Plan 2459, PID: 006-089-615

1584 E Keith Rd, Lot E of Lot 6 Block A District Lot 613 Plan 21096, PID: 006-111-645

743 Orwell St, Lot D of Lot 6 Block A District Lot 613 Plan 21096, PID: 006-111-637

763 Orwell St, Lot B Block A District Lot 613 Group 1 New Westminster District Plan BCP39525, PID: 027-780-236

777 Orwell St, The South ½ of Lot 15 of Lot 6 Block A District Lot 613 Plan 2459, PID: 008-106-193

The portions of road allowance as shown on Schedule B.

4B76-1) Intent:

The purpose of the CD76 Zone is to establish specific land use and development regulations for a 32 unit townhouse project.

4B76-2) Uses:

The following *principal uses* shall be permitted in the Comprehensive Development 76 Zone:

(a) Uses Permitted Without Conditions:

- (i) Residential building, multiple-family townhouse

(b) Conditional Uses:

Not Applicable

4B76-3) Conditions of Use:

Not Applicable

4B76-4) Accessory Uses:

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

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

4B76-5) Density:

- (a) The maximum permitted density in the CD76 Zone is limited to a floor space ratio (FSR) of 0.45, inclusive of any density bonus for energy performance;
- (b) For the purposes of calculating floor space ratio, the area within the parking garage is excluded.

4B76-6) Amenities:

(a) Despite subsection 4B76-5, density in the CD76 Zone is increased to a maximum floor space ratio of 0.8 FSR, inclusive of any density bonus for energy performance, if the owner:

1. Enters into a Housing Agreement prohibiting any restrictions preventing the owners in the project from renting their units; and
2. Contributes \$182,841.45 to the municipality to be used for any or all of the following amenities (with allocation to be determined by the municipality in its sole discretion): public art; park, trail, environmental, pedestrian or other public realm, infrastructure improvements; municipal, recreation or social

service facility or service / facility improvements; and/or the affordable housing fund.

(b) For the purposes of calculating floor space ratio, the area within the parking garage is excluded.

4B76-7) Maximum Principal Building Size:

Not applicable

4B76-8) Setbacks:

Buildings shall be set back from property lines to the closest building face as established by development permit and in accordance with the following regulations:

Setback From	Buildings (Min Setback)
Orwell	3.66m (12 ft) to the building face
East Keith Road	3.66m (12 ft) to the building face
West Property Line	2.44m (8 ft) to the building face (Building 1 and 2) 4.57m (15 ft) to the building face (Building 3) 3.05m (10 ft) to the building face (Building 4)
North Property Line	3.05m (10 ft) to the building face

4B76-9) Building Orientation:

Not applicable

4B76-10) Building Depth and Width:

Not applicable

4B76-11) Coverage:

(a) Building Coverage shall not exceed 45%.

(b) Site Coverage shall not exceed 70%.

4B76-12) Height:

The maximum permitted height for each building, inclusive of a 15% bonus for sloping roofs, is 12.3m (40.5 ft);

4B76-13) Acoustic Requirements:

In the case of residential purposes, a development permit application shall require evidence in the form of a report and recommendations prepared by persons trained in acoustics and current techniques of noise measurements, demonstrating that the noise levels in those portions of the dwelling listed below shall not exceed the noise levels expressed in decibels set opposite such portions of the dwelling units:

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

4B76-14) Flood Construction Requirements:

No basement, or habitable floor space, shall be constructed below the established flood construction levels as identified in a floor hazard report prepared by a qualified registered professional engineer.

4B76-15) Landscaping:

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

4B76-16) Subdivision Requirements:

Not applicable

4B76-17) Additional Accessory Structure Regulations:

Not applicable.

4B76-18) Parking and Loading Regulations:

- (a) Parking spaces shall be provided on the basis of 2 spaces/unit;
- (b) Not more than 28 spaces may be small car spaces;

- (c) Not more than 8 parking spaces may be in a tandem arrangement;
- (d) All parking spaces shall meet the minimum length and width standards established in Part 10 of the District of North Vancouver Zoning Bylaw;
- (e) The driveway shall meet the minimum manoeuvring aisle width standard established by Development Permit.”
- (C) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from the Residential Single Family 7200 Zone (RS3) to Comprehensive Development Zone 76 (CD 76).

READ a first time this the 3rd day of February, 2014

PUBLIC HEARING held on this the

READ a second time this the

READ a third time the

APPROVED by the Ministry of Transportation and Infrastructure this the

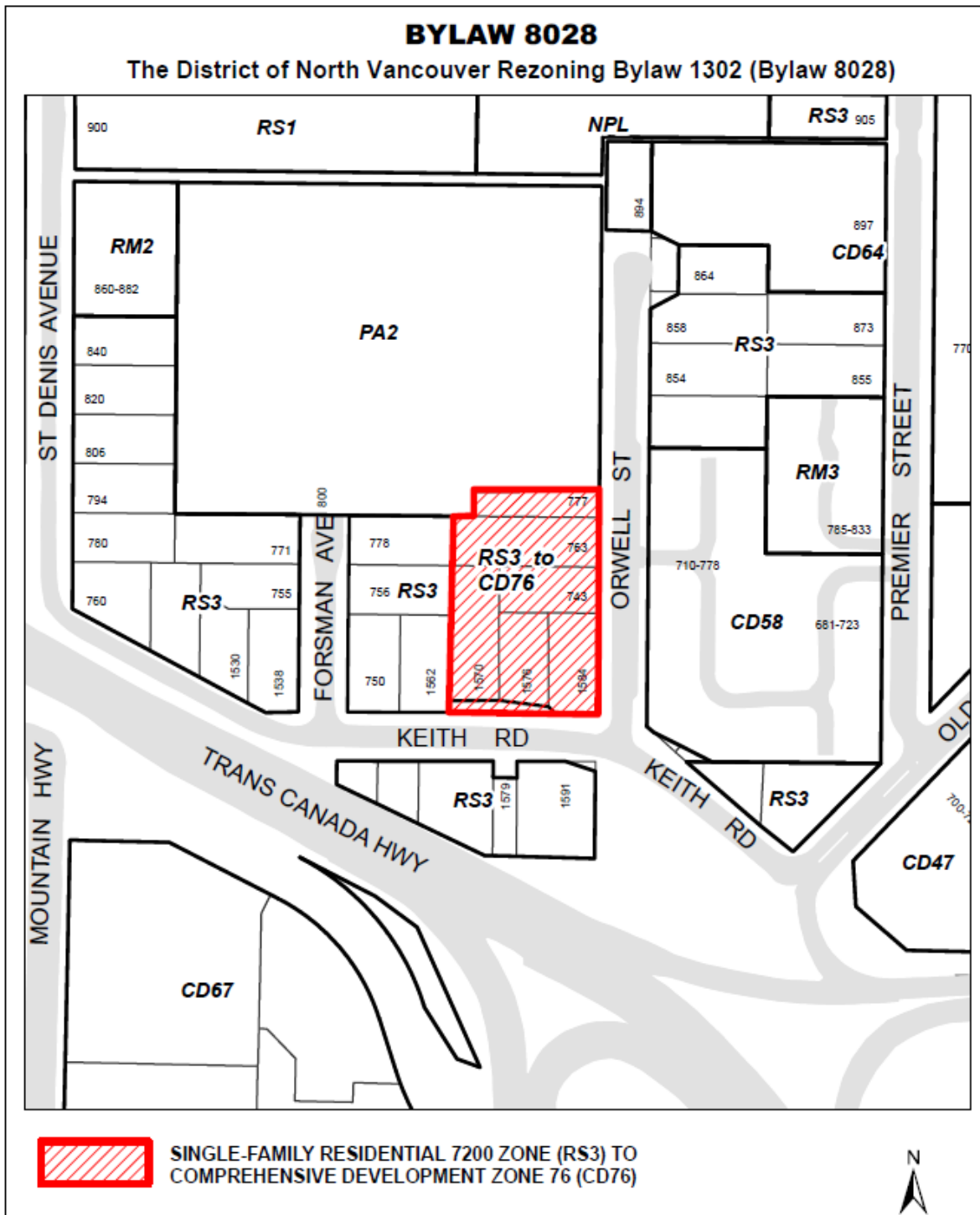
ADOPTED this the

Mayor

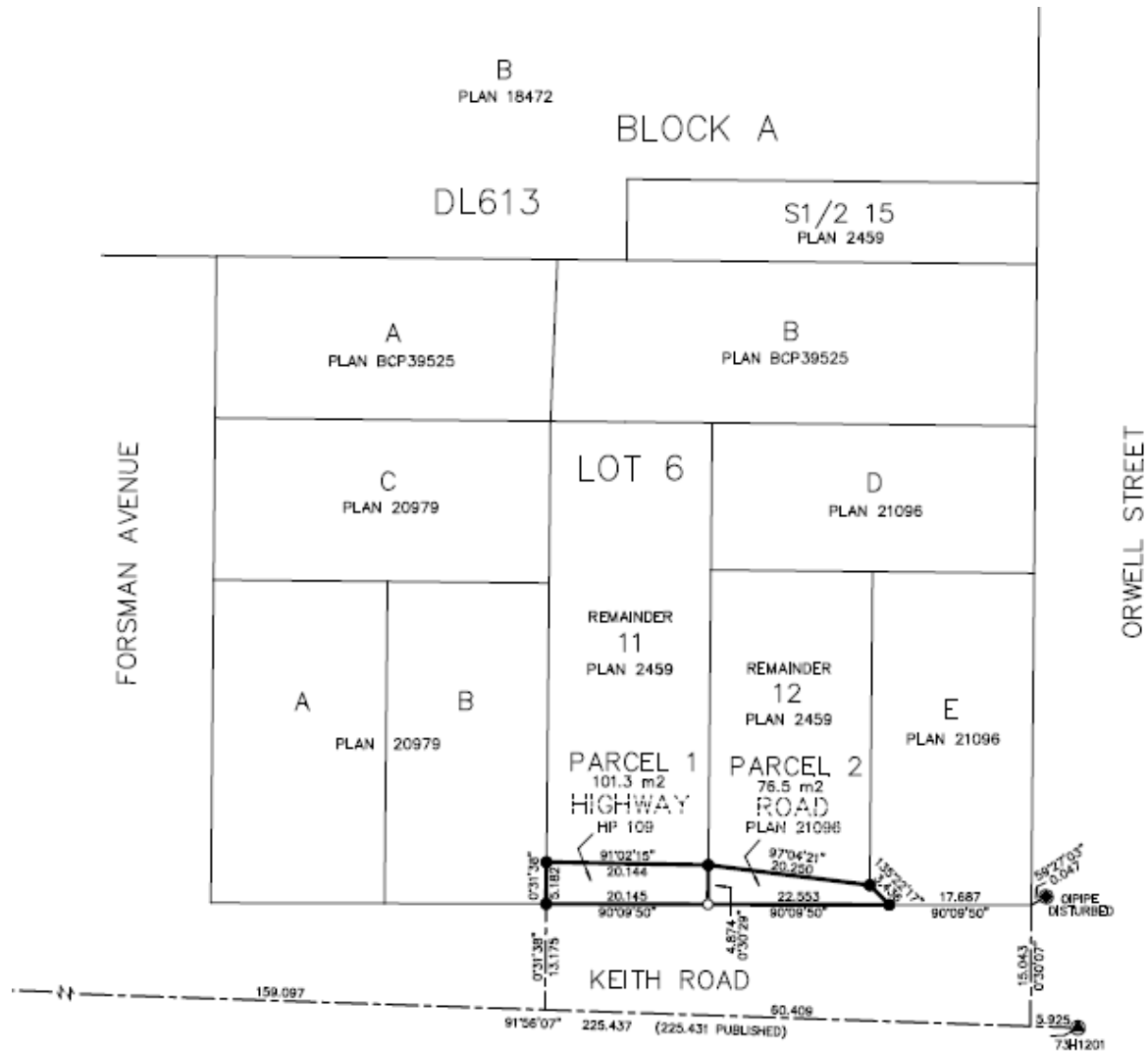
Municipal Clerk

Certified a true copy

Bylaw 8028 Schedule A: Zoning Map



Bylaw 8028 Schedule B: Road Closure



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AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>FEB 3, 2014</u>
<input type="checkbox"/> Workshop (open to public)	Date: _____

Dept. Manager	GM/ Director	CAO
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The District of North Vancouver REPORT TO COUNCIL

January 17, 2013
File: 3060-20/41.13

AUTHOR: Casey Peters, Community Planner

SUBJECT: BYLAWS 8028 AND 8031: REZONING AND HOUSING AGREEMENT FOR A 32 UNIT TOWNHOUSE PROJECT: 1570, 1576 & 1584 EAST KEITH ROAD AND 743, 763 & 777 ORWELL ST

RECOMMENDATIONS: It is recommended that:

1. Bylaw 8028, which rezones the subject site from Residential Single Family 7200 Zone (RS3) to Comprehensive Development 76 (CD76) to enable the development of a 32 unit residential townhouse project, be given First Reading;
2. Bylaw 8031, which authorizes a Housing Agreement to prevent future rental restrictions, be given First Reading; and
3. Bylaw 8028 be referred to a Public Hearing.

REASON FOR REPORT:

The proposed project requires Council's consideration of:

- Bylaw 8028 to rezone the subject properties; and
- Bylaw 8031 to authorize entry into a Housing Agreement to ensure that owners are not prevented from renting their units.

SUMMARY:

The applicant proposes to redevelop 6 single family lots located at 1570, 1576 and 1584 East Keith Road and 743, 763 and 777 Orwell St and a small portion of road allowance for a 32 unit townhouse project which requires rezoning and issuance of a development permit. The Rezoning Bylaw and Housing Agreement Bylaw are recommended for Introduction and the Rezoning Bylaw is recommended for referral to a Public Hearing.



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January 17, 2013

Page 2

BACKGROUND:

Official Community Plan

The subject properties are designated as *Residential Level 3: Attached Residential* in the District Official Community Plan (OCP), which envisions ground oriented multifamily housing up to approximately 0.8 FSR.

The proposed townhouse units are all 3 bedroom units, which will be attractive to families, and as such, the proposal responds to Goal #2 of the OCP to “encourage and enable a diverse mix of housing types...to accommodate the lifestyles and needs of people at all stages of life.” It also addresses the intent of the housing diversity policies in Section 7.1 of the OCP by providing units suitable for families (Policy 7.1.4).

The Lynnmour Inter-River Local Plan Reference Policy document designated this site as “Low Density Multi-Family Housing” up to 0.7 FSR. A plan goal of the Lynnmour Inter-River Local Plan Reference Policy document was “to support the primarily family orientation of the residential area, while ensuring any new development contributes directly to the overall improvement of the community”.



The density of the proposal is 0.8 FSR and therefore compliant with the Official Community Plan. While the density is greater than the 0.7 envisioned in the Lynnmour Inter-River Local Plan Reference Policy document it is supportable as the Lynnmour Inter-River design guidelines support exemptions for storage areas, basements and garages. When these areas are deleted from this proposal the density is approximately 0.73 FSR. In addition, this proposal meets the intent of the design guidelines by providing a continuous building wall along the E. Keith Road frontage to act as a noise abatement buffer for the neighbourhood. Finally, this proposal includes a very narrow (10m wide) lot that would be very challenging to redevelop on its own.

Zoning:

The subject properties are zoned Residential Single Family 7200 Zone (RS3) and therefore rezoning is required to permit this multi-family project. Bylaw 8028 proposes the establishment of a new Comprehensive Development Zone 76 (CD76) tailored specifically to this project.

Development Permit

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

SUBJECT: BYLAWS 8028 AND 8031: REZONING AND HOUSING AGREEMENT FOR A 32 UNIT TOWNHOUSE PROJECT: 1570, 1576 & 1584 EAST KEITH ROAD AND 743, 763 & 777 ORWELL ST

January 17, 2013

Page 3

- Form and Character of Multi-Family Development (Ground-Oriented Housing);
- Energy and Water Conservation and Greenhouse Gas Emission Reductions;
- Protection from Natural Hazards (Creek Hazard);

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

Strata Rental Protection Policy

Corporate Policy 8-3300-2 "Strata Rental Protection Policy" applies to this project as the rezoning application would permit development of more than five units. The policy requires a Housing Agreement to ensure that future strata bylaws do not prevent owners from renting their units and Bylaw 8031 is provided to implement that Policy.



ANALYSIS

The Site and Surrounding Area:

The site consists of 6 single family lots and a small portion of road allowance located on the corner of East Keith Road and Orwell Street.

Adjacent properties consist of single family lots (zoned RS3) to the west, Lynnmour Elementary School to the north, existing townhouses to the east and the Trans-Canada Highway to the South. The OCP designates the surrounding single family properties as Residential Level 3: Attached Residential.

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January 17, 2013

Page 4

Project Description:

Site Plan/Building Description:

The project consists of 32 townhouses in 4 buildings arranged around an interior courtyard as illustrated on the Site Plan.

The townhouses are three storeys each with their own at grade parking garage. The garages are accessed off the central driveway with one driveway access to Orwell Street. All the units have 3 bedrooms on the upper level and range in size from 128.9m² (1,388 sq ft) to 155.6m² (1,675 sq ft), excluding the garages. The individual buildings are approximately 12.3m (40.5 ft) in height.



South Elevation – E Keith Road



West Elevation – Internal Street

Parking

Vehicle access to the site is off Orwell Street between the two front buildings. The proposal requires 64 parking stalls as is proposed for an overall project ratio of 2 spaces per unit. Individual parking in each unit is either in a side by side or tandem arrangement with 8 of the stalls being tandem and a total of 28 small car stalls.

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January 17, 2013

Page 5

Landscaping

The landscaping is included at the perimeter of the site, on the interior drive aisles and at the central courtyard. The landscape architect has also included planting at the garages to soften the interior. A tulip tree is proposed to be retained in the courtyard and a cedar tree is proposed to be retained on the south end of the site. The courtyard includes a picnic area, benches, a raised planter for urban agriculture, and a grass passive play area.

Acoustic Regulations

Bylaw 8028 includes the District's residential acoustic regulations for maximum noise levels in the bedrooms, living areas and other areas of the units. The applicant has provided a report from a qualified noise consultant confirming the building/glazing design will enable these standards to be met. As a condition of a development permit, minor glazing changes to bedroom windows facing E. Keith Road will be required per the report.

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

Road Closure:

There are two pieces of road allowance on E. Keith Road that are proposed to be consolidated with the subject site. By consolidating this land with the site, it allows for a straight east west lot line with the adjacent parcels. The District's Transportation department has reviewed the proposal and has determined that the two parcels are not required for future plans for E. Keith Road. Ministry of Transportation and Infrastructure (MOTI) have been notified and have no concerns with the project and land sale. Bylaw 8028 will require MOTI approval. An opportunity for public input on the road closure will be provided prior to the public hearing.

IMPLEMENTATION:

Implementation of this project will require consideration of a rezoning bylaw, Bylaw 8028, and a Housing Agreement Bylaw, Bylaw 8031, as well as issuance of a development permit and registration of legal agreements.



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January 17, 2013

Page 6

Bylaw 8028 (Attachment B) rezones the subject properties from Single Family Residential 7200 Zone (RS3) to a new Comprehensive Development 76 Zone (CD76) which:

- establishes the multi-family residential use;
- allows home occupations as an accessory use;
- establishes a base density FSR (Floor Space Ratio) of 0.45;
- establishes a density bonus to an FSR of 0.8 subject to payment of a \$182,841.45 CAC and entering into a housing agreement to restrict future strata rental restrictions;
- establishes setback, height, building coverage and site coverage regulations;
- incorporates acoustic requirements; and
- establishes parking regulations specific to this project.

Bylaw 8031, (Attachment C) authorizes the District to enter into a Housing Agreement to ensure that the proposed units remain available as rental units.

The project has been designed to ensure the required Flood Construction Levels are met and in addition to CACs a contribution of \$73,757 will be required to the dyke infrastructure fund for future maintenance of the flood works installed in the Inter-River area. This contribution will be collected prior to adoption of Bylaw 8028.

In addition, a Development Covenant will be required prior to zoning bylaw adoption to secure:

- a green building covenant;
- a stormwater management covenant; and
- a covenant to ensure that the project maintains a minimum flood construction level.

COMMUNITY AMENITY CONTRIBUTION:

The District's Community Amenity Contribution (CAC) Policy requires an amenity contribution for projects including an increase in residential density. In this case, a CAC of \$182,841.45 has been calculated and this amount is included in the proposed CD76 Zone. It is anticipated that the CACs from this development will include contributions toward public art and park, trail or other public realm improvements.

GREEN BUILDING MEASURES:

Compliance with the Green Building Strategy is mandatory given the need for rezoning and the project is targeting an energy performance rating of Energuide 80 and will achieve a building performance equivalent to Built Green™ 'Gold'.

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Page 7

CONCURRENCE:

Staff

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

Advisory Design Panel

The application was considered by the Advisory Design Panel on November 14, 2013 and the panel recommends approval of the project subject to a review of the pedestrian connectivity within the site, ensuring a successful definition between public and private areas, and consideration of continuation of proposed colour elements from front doors to rear elevations to further accentuate unit identity.

The applicant has noted that they will ensure the pathway on the north side of the site is clearly identified as private property. Staff have reviewed the pedestrian connectivity within the site and are satisfied that the site is well connected for pedestrian movement.

The applicant is proposing to include unit numbers on the rear elevation and will be exploring the option of having the unit numbers on a coloured background plaque to match the individual unit's front door.

PUBLIC INPUT:

Public Information Meeting

The applicant held a facilitated Public Information Meeting on November 28, 2013. The meeting was attended by 16 residents. There was a concern expressed by a number of residents at the meeting regarding the delays experienced due to an unusual level of congestion on Highway 1 last fall and the impact of this congestion on residents' ability to enter and exit the Inter-River neighbourhood. The additional lane through the Cassiar Tunnel has been opened since that meeting and the unusual delays experienced in the fall of 2013 seem to have eased.

In response to the concerns with traffic, the applicant has engaged a Traffic consultant to review the impacts of this development on the neighbourhood. This report will be reviewed by Transportation staff and will be available prior to the Public Hearing.

In response to this project, comment sheets were received from 3 adjacent owners. The responses indicated they liked the design of the project and are concerned about the existing regional traffic issues. Comments were also received regarding transportation concerns within the neighbourhood. These comments were passed along to Transportation Planning who noted that curb bulges and other traffic calming measures have been completed with

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January 17, 2013

Page 8

other projects in the area and the proposal includes the addition of a curb bulge at E. Keith Road and Orwell St. Transportation Planning are open to ideas from the neighbourhood for further improvements to try and address these concerns.

CONCLUSION:

This project is consistent with the directions established in the OCP. It addresses OCP housing policies related to the provision of a range of housing options, in this case, family housing in a townhouse format.

The project is now ready for Council's consideration.

Options:

The following options are available Council's consideration:

- 1) Introduce Bylaws 8028 and 8031 and refer Bylaw 8028 to a Public Hearing (staff recommendation); or
- 2) Defeat Bylaw 8028 and 8031 at First Reading.

Casey Peters
Community Planner

A – Reduced project plans
B – Bylaw 8028
C – Bylaw 8031

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



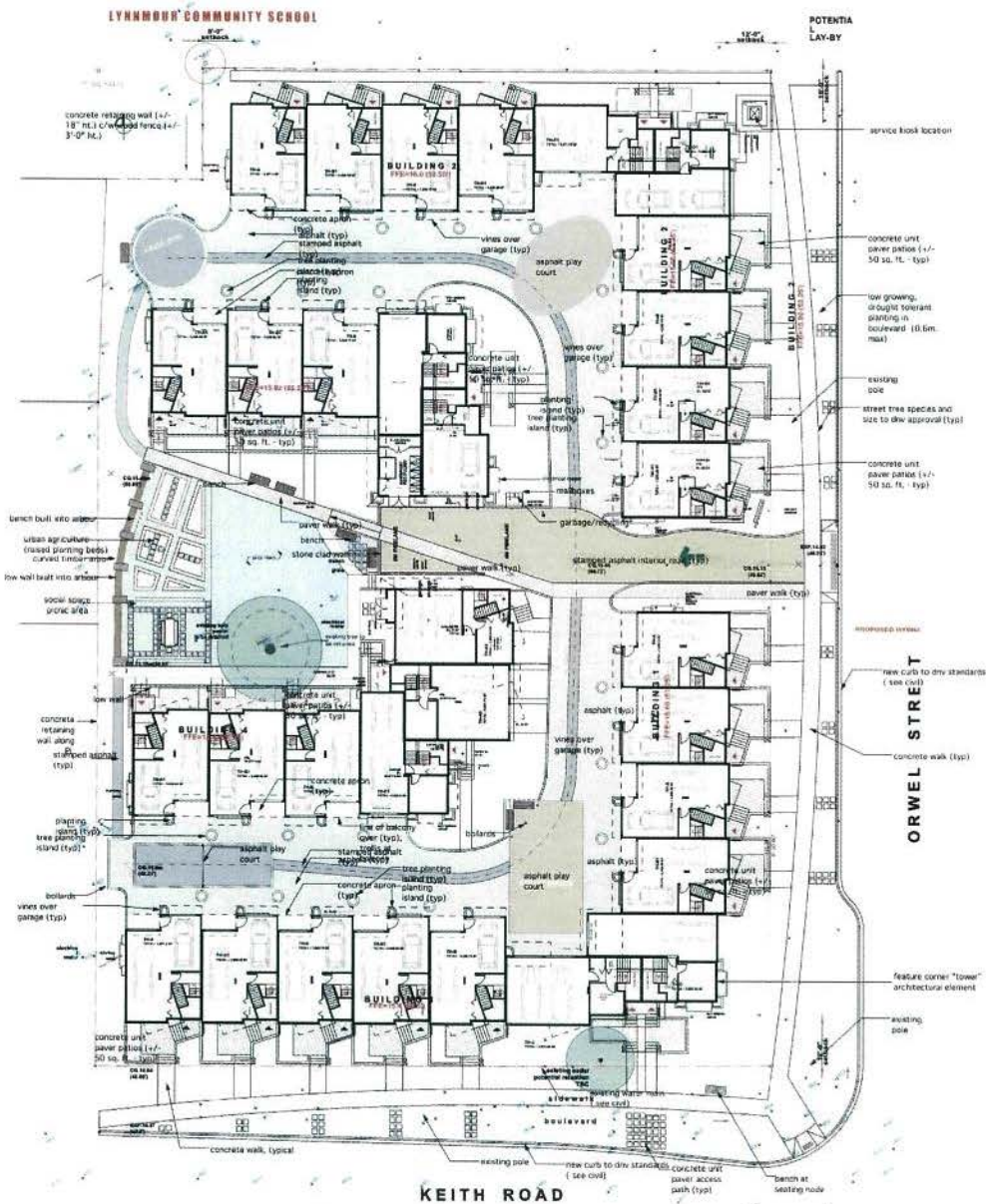
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$$\frac{1}{16}'' = 1'-0'' \quad (1:16)$$

4 - DPA RESUBMISSION (00000)

A-5.00



FORMA DESIGN INC.
www.formadesign.ca

225-428 Marlborough Dr.
North Vancouver
British Columbia
Canada V7P 2B9
tel 604-966-8733
fax 604-966-7560

1. Issue ADP re-submission Nov 08 2011

Chris Engineering

Orwell and Keith Road
Townhouse Development

LANDSCAPE LAYOUT

08.266 1.1 of 3

The Corporation of the District of North Vancouver

Bylaw 8028

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READ a first time this the

PUBLIC HEARING held on this the

READ a second time this the

READ a third time the

APPROVED by the Ministry of Transportation and Infrastructure this the

ADOPTED this the

Mayor

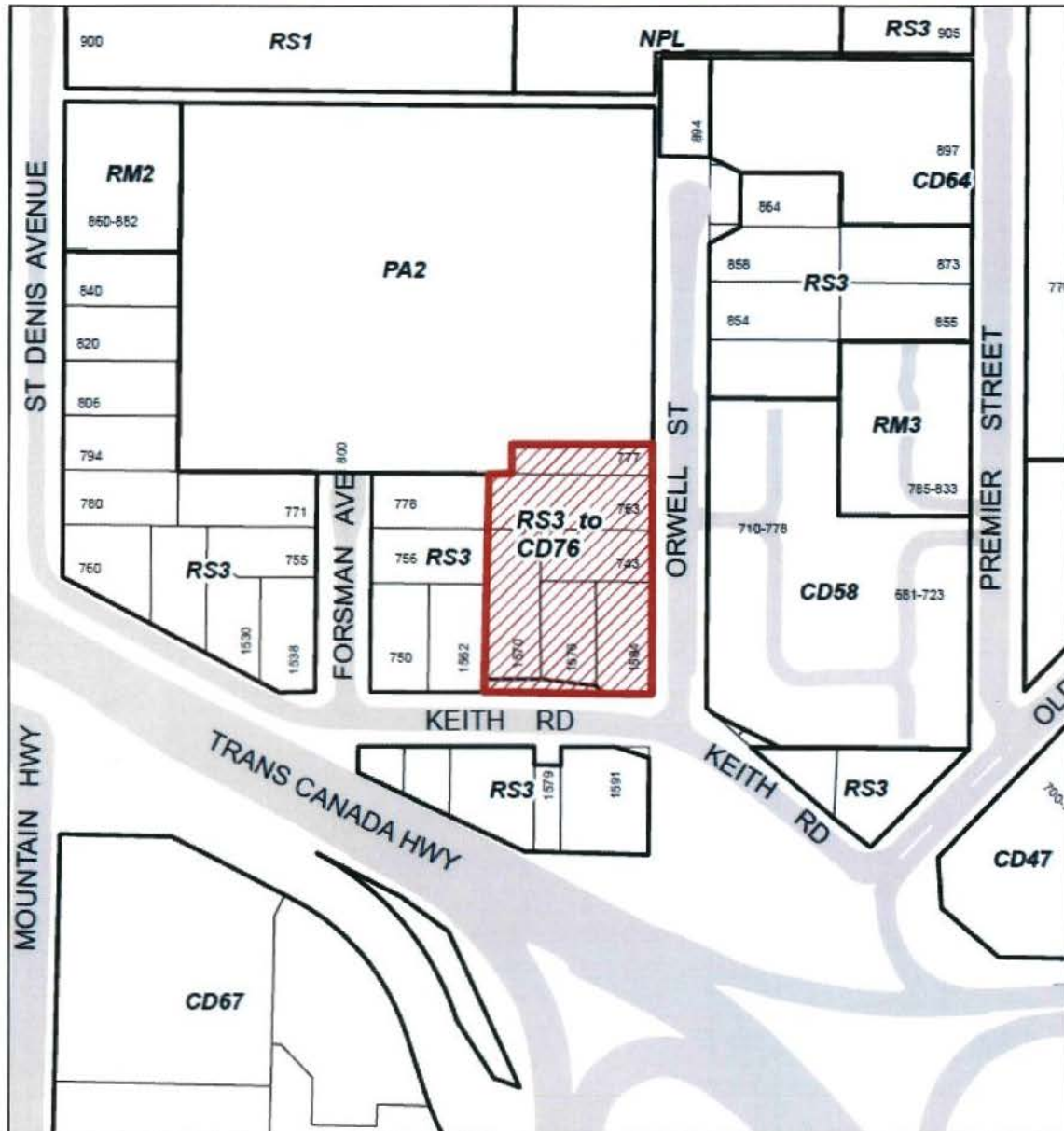
Municipal Clerk

Certified a true copy

Bylaw 8028 Schedule A: Zoning Map

BYLAW 8028

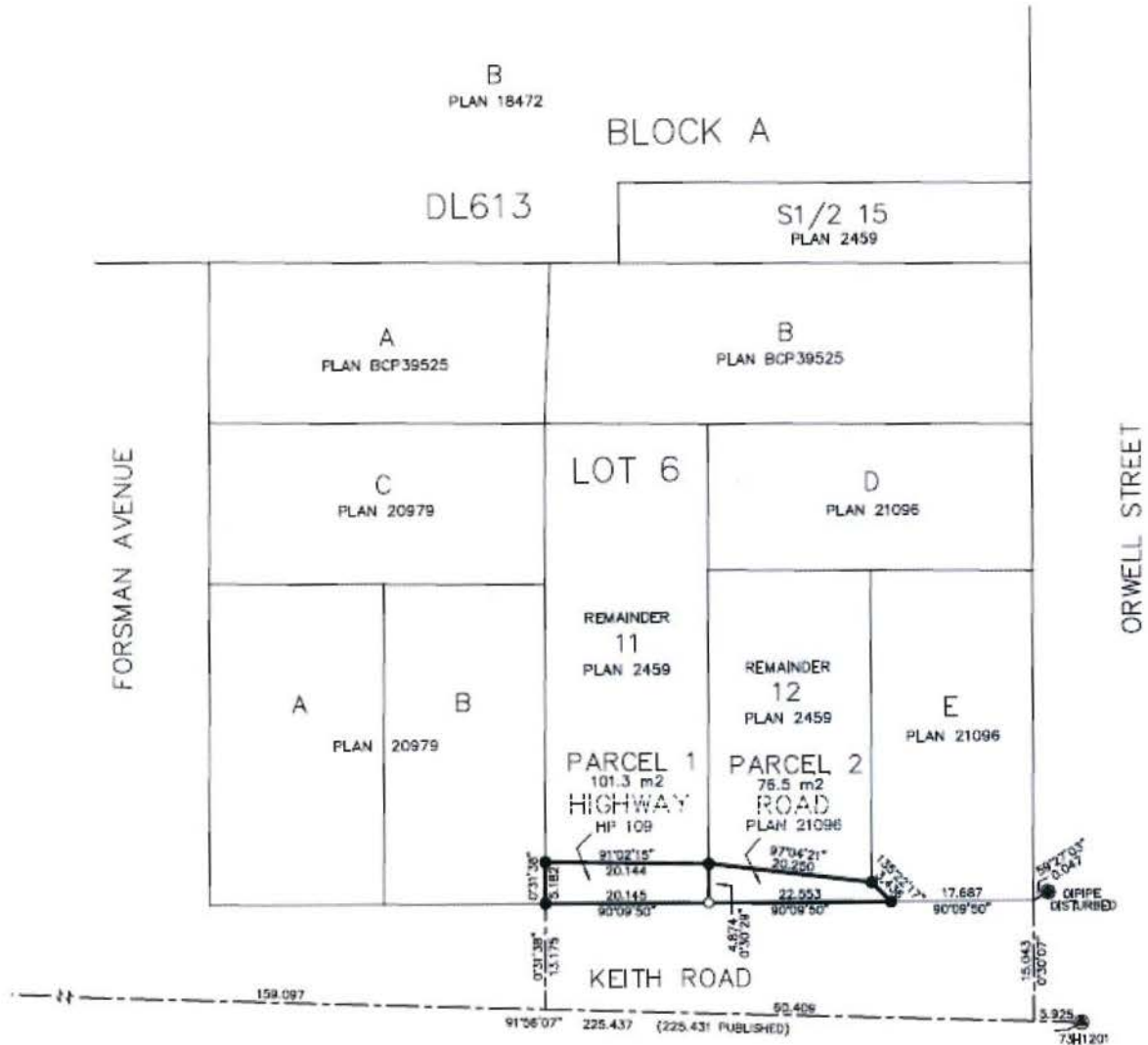
The District of North Vancouver Rezoning Bylaw 1302 (Bylaw 8028)



**SINGLE-FAMILY RESIDENTIAL 7200 ZONE (RS3) TO
COMPREHENSIVE DEVELOPMENT ZONE 76 (CD76)**



Bylaw 8028 Schedule B: Road Closure



The Corporation of the District of North Vancouver

Bylaw 8031

A bylaw to enter into a Housing Agreement
(1570, 1576, 1584 East Keith Road and 743, 763, 777 Orwell Street)

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

1. Citation

This bylaw may be cited as "Housing Agreement Bylaw 8031, 2013".

2. Authorization to Enter into Agreement

2.1 The Council hereby authorizes the District of North Vancouver to enter into an agreement, substantially in the form attached to this bylaw as Schedule "A" (the "Housing Agreement"), between The Corporation of the District of North Vancouver and Brody Development 2008 Ltd., with respect to the following lands:

- (a) Lot 11 Except: Part on Statutory Right of Way Plan 109; of Lot 6 Block A District Lot 613 Plan 2459, (PID: 013-739-590);
- (b) Lot 12 Except: Part in Plan 21096; of Lot 6 Block A District Lot 613 Plan 2459, (PID: 006-089-615);
- (c) Lot E of Lot 6 Block A District Lot 613 Plan 21096, (PID: 006-111-645);
- (d) Lot D of Lot 6 Block A District Lot 613 Plan 21096, (PID: 006-111-637);
- (e) Lot B Block A District Lot 613 Group 1 New Westminster District Plan BCP39525, (PID: 027-780-236);
- (f) The South ½ of Lot 15 of Lot 6 Block A District Lot 613 Plan 2459, (PID: 008-106-193)
- (g) the portions of municipal road and lane outlined in bold on the road closure plan attached to this Bylaw as Schedule "B".

3. Execution of Documents

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

READ a first time this the

READ a second time this the

READ a third time this the

ADOPTED this the

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8031
SECTION 219 COVENANT – HOUSING AGREEMENT

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

BETWEEN:

Brody Development (2008) Ltd. of _____

(the "Owner")

AND:

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

(the "District")

WHEREAS:

- A. The Owner is the registered owner of the Lands (as hereinafter defined);
- B. The Owner wishes to obtain development permissions with respect to the Lands and wishes to create a condominium development which will contain residential strata units on the Lands;
- C. Section 905 of the *Local Government Act* authorises the District, by bylaw, to enter into a housing agreement to provide for the prevention of rental restrictions on housing, and provides for the contents of the agreement; and
- D. Section 219 of the *Land Title Act* (British Columbia) permits the registration in favour of the District of a covenant of a negative or positive nature relating to the use of land or a building thereon, or providing that land is to be built on in accordance with the covenant, or providing that land is not to be built on except in accordance with the covenant, or providing that land is not to be subdivided except in accordance with the covenant;

NOW THEREFORE in consideration of the mutual promises contained in it, and in consideration of the payment of \$1.00 by the District to the Owner (the receipt and sufficiency of which are hereby acknowledged by the Owner), the parties covenant and agree with each other as follows, as a housing agreement under Section 905 of the *Local Government Act*, as a contract and a deed under seal between the parties, and as a covenant under Section 219 of the *Land Title Act*, and the Owner hereby further covenants and agrees that neither the Lands nor any building constructed thereon shall be used or built on except in accordance with this Agreement::

1. DEFINITIONS

1.01 Definitions

In this agreement:

- (a) “*Development Permit*” means development permit No. _____ issued by the District;
- (b) “*Lands*” means land described in Item 2 of the *Land Title Act* Form C to which this agreement is attached;
- (c) “*Proposed Development*” means the proposed development containing not more than 32 Units to be constructed on the Lands in accordance with the Development Permit;
- (d) “*Unit*” means a residential dwelling strata unit in the Proposed Development; and
- (e) “*Unit Owner*” means the registered owner of a Dwelling Unit in the Proposed Development.

2. **TERM**

This Agreement will commence upon adoption by District Council of Bylaw 8028 and remain in effect until terminated by the District as set out in this Agreement.

3. **RENTAL ACCOMODATION**

3.01 **Rental Disclosure Statement**

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

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

3.02 **Rental Accommodation**

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

3.03 **Binding on Strata Corporation**

This agreement shall be binding upon all strata corporations created by the subdivision of the Lands or any part thereof (including the Units) pursuant to the *Strata Property Act*, and upon all Unit Owners. .

3.04 Strata Bylaw Invalid

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

3.05 No Bylaw

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

3.06 Vote

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

3.07 Notice

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

4. DEFAULT AND REMEDIES

4.01 Notice of Default

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

4.02 Costs

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

4.03 Damages an Inadequate Remedy

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

4.04 Equitable Remedies

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

4.05 No Penalty or Forfeiture

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

4.06 Cumulative Remedies

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

5. LIABILITY

5.01 Indemnity

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

5.02 Release

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

5.03 Survival

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

6. GENERAL PROVISIONS

6.01 District's Power Unaffected

Nothing in this Agreement:

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

6.02 Agreement for Benefit of District Only

The Owner and District agree that:

- (a) this Agreement is entered into only for the benefit of the District;
- (b) this Agreement is not intended to protect the interests of the Owner, any Unit Owner, any Occupant or any future owner, occupier or user of any part of the Proposed Development, including any Unit, or the interests of any third party, and the District has no obligation to anyone to enforce the terms of this Agreement; and
- (c) The District may at any time terminate this Agreement, in whole or in part, and execute a release and discharge of this Agreement in respect of the Proposed Development or any Unit therein, without liability to anyone for doing so.

6.03 Agreement Runs With the Lands

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

6.04 Release

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

6.05 Priority of This Agreement

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

6.06 Agreement to Have Effect as Deed

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

6.07 Waiver

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

6.08 Time

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

6.09 Validity of Provisions

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

6.10 Extent of Obligations and Costs

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

6.11 Notices

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

If to the District:

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

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

If to the Owner:

Attention:
Facsimile: (604)

If to the Unit Owner:

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

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

6.12 Further Assurances

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

6.13 Enuring Effect

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

7. INTERPRETATION

7.01 References

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

7.02 Construction

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

7.03 No Limitation

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

7.04 Terms Mandatory

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

7.05 Statutes

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

7.06 Entire Agreement

- (d) This is the entire agreement between the District and the Owner concerning its subject, and there are no warranties, representations, conditions or collateral agreements relating to this Agreement, except as included in this Agreement.
- (e) This Agreement may be amended only by a document executed by the parties to this Agreement and by bylaw, such amendment to be effective only upon adoption by District Council of a bylaw to amend Bylaw 8031.

7.07 Governing Law

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

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

CONSENT AND PRIORITY AGREEMENT

GIVEN THAT:

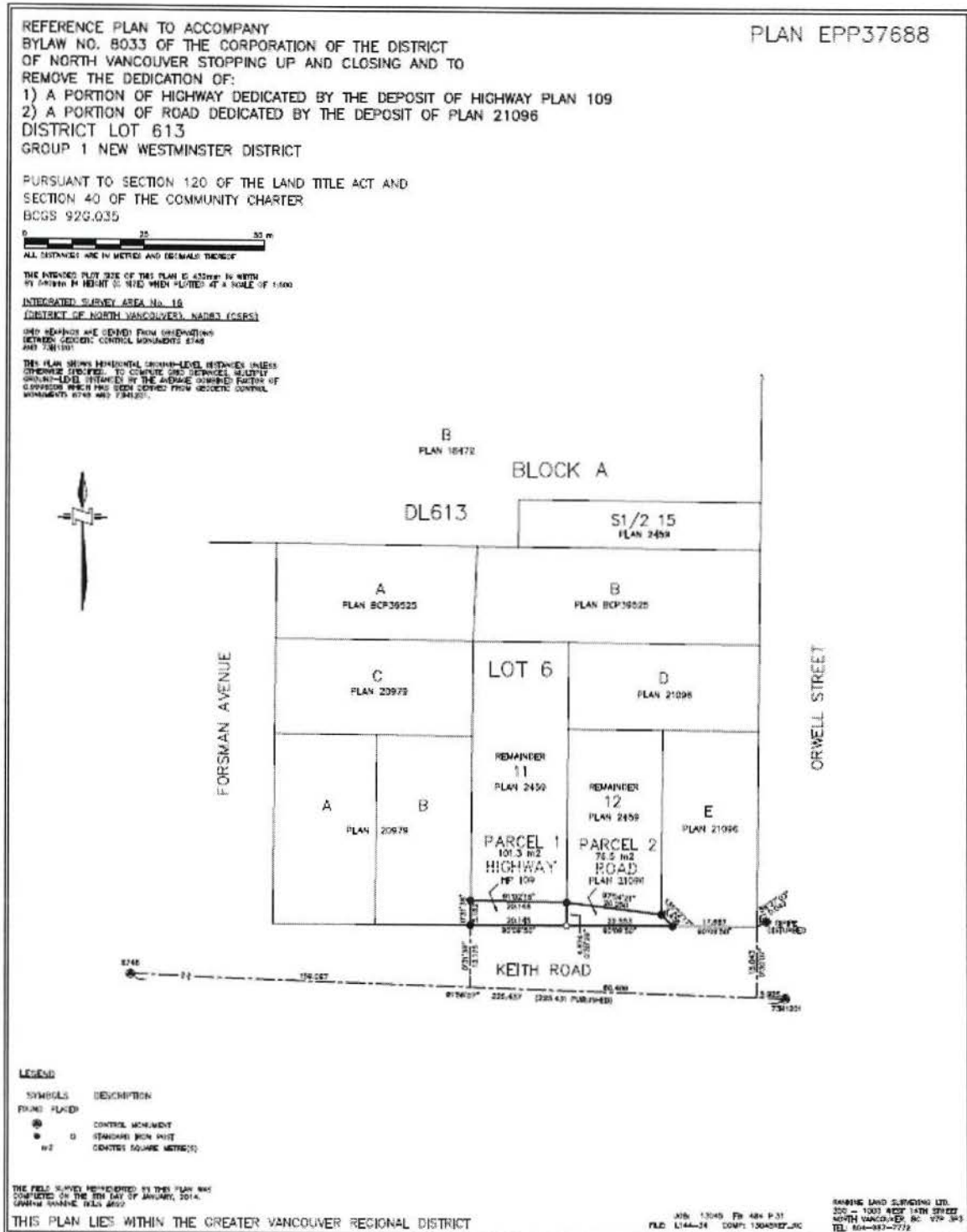
- A. _____ (the "Owner") is the Registered Owner of the Land described in Item 2 of Page 1 of the Form C (the "Land");
- B. The Owner granted _____ (the "Prior Chargeholder") a Mortgage and Assignment of Rents registered against title to the Land in the Lower Mainland Land Title Office (the "LTO") under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

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

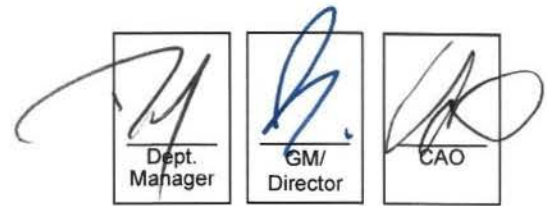
- 1. The Prior Chargeholder consents to the granting and registration of the Subsequent Charge and the Prior Chargeholder agrees that the Subsequent Charge shall be binding upon their interest in and to the Land.
- 2. The Prior Chargeholder grants to the District, as a Subsequent Chargeholder, priority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

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

Road Closure Plan



AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: February 3 rd , 2014
<input type="checkbox"/> Workshop (open to public)	Date: _____



The District of North Vancouver REPORT TO COUNCIL

January 10, 2014
File: 08.3160.20.45

AUTHOR: Janine Ryder – Property Services Agent

SUBJECT: **Proposed Highway Closing and Dedication Removal Bylaw 8033 - East Keith Road - Disposition to Brody Development (2008) Ltd.**

RECOMMENDATION:

THAT “East Keith Road Highway Closure Bylaw 8033, 2014” is given FIRST READING.

REASON FOR REPORT:

“East Keith Road Highway Closure Bylaw 8033, 2014” will authorize the closure and the raising of title to 1,911 square feet of the District road allowance along East Keith Road (the “Road Allowance”), and will authorize the subsequent transfer of the Road Allowance to Brody Development (2008) Ltd. (“Brody”), for the purpose of consolidation with adjacent six single family properties in order to construct a 32 unit townhouse development. The Agreement is conditional upon the completion of the public process for the necessary rezoning.

SUMMARY:

The District has entered into a conditional Agreement of Purchase and Sale (the “Agreement”) with Brody for the disposition of a 1,911 square feet (177 square metres) portion of East Keith Road, (**See Attachment 1**), for the appraised value of \$200,000. Prior to completing the transaction contemplated in the Agreement, the District must close to traffic, and remove that dedication of this portion of road as set out in the proposed Bylaw. (**See Attachment 2**)

The Agreement is conditional upon the completion of the public process for the necessary rezoning.

BACKGROUND:

At a closed meeting held on January 27th, 2014 Council authorised Mayor and Clerk to execute the Purchase and Sale Agreement for the disposition of a portion of East Keith Road for the appraised fair market value of \$200,000, subject to the necessary rezoning and the required road closure processes.

EXISTING POLICY:

Sections 26 and 40 of the *Community Charter*, governs road closures and dispositions of municipal land.

Timing/Approval Process:

In accordance with Section 40 and Section 94 of the *Community Charter* council must provide notice of its intention to close a portion of Road Allowance. Council must then provide an opportunity for persons who consider they are affected by the bylaw to make representations at a subsequent Council meeting.

Notification for the disposition of the Road Allowance has already been approved by Council, will be advertised concurrently.

Concurrence:

The proposed Road Closure has been reviewed and approved by the Planning, Finance and Transportation departments.

As the Road Allowance is within 800 metres of an arterial highway, Ministry of Transportation and Infrastructure approval is required before adoption of the bylaw.

Financial Impacts:

An appraisal of the subject Road Allowance was completed by Cunningham Rivard on July 26th, 2013. Based upon mutually agreed terms of reference between the District and Brody, the appraised value of the 1,911 square feet of District Road allowance is \$200,000. The proceeds of the disposition of this Road Allowance will be placed into the Land Opportunity Fund as per the Land Opportunity Reserve Fund Policy 5-1840-8.

Liability/Risk:

The Road Allowance does not contain any utilities and is not currently being used for vehicular or pedestrian access. The Road Allowance currently provides additional boulevard area to the adjacent properties.

Transportation has confirmed there is no future use of this road allowance and there is sufficient road area for the widening of East Keith Road.

Public Input:

There will be opportunities for public input regarding this proposal:

1. Public representation before adoption of the road closure bylaw, and
2. Public Hearing for the rezoning.

Conclusion:

Staff recommends that Council give the proposed Bylaw 8033 first reading and direct staff to publish notice of the road closure and disposition in accordance with the *Community Charter*.

SUBJECT: Proposed Highway Closing and Dedication Removal Bylaw 8033 - East Keith Road – Disposition to Brody Development (2008) Ltd.

January 10, 2014

Page 3


Options:

1. Council to give the proposed Bylaw 8033 first reading and direct staff to publish notice of road closure in accordance of the *Community Charter*.
2. Council does not give the proposed Bylaw 8033 first reading.

Respectfully submitted,

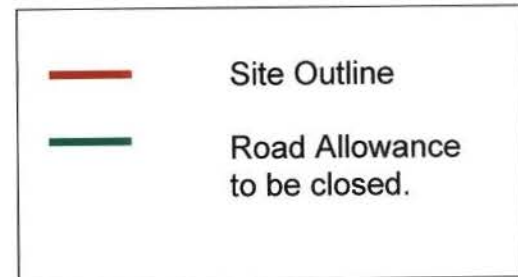
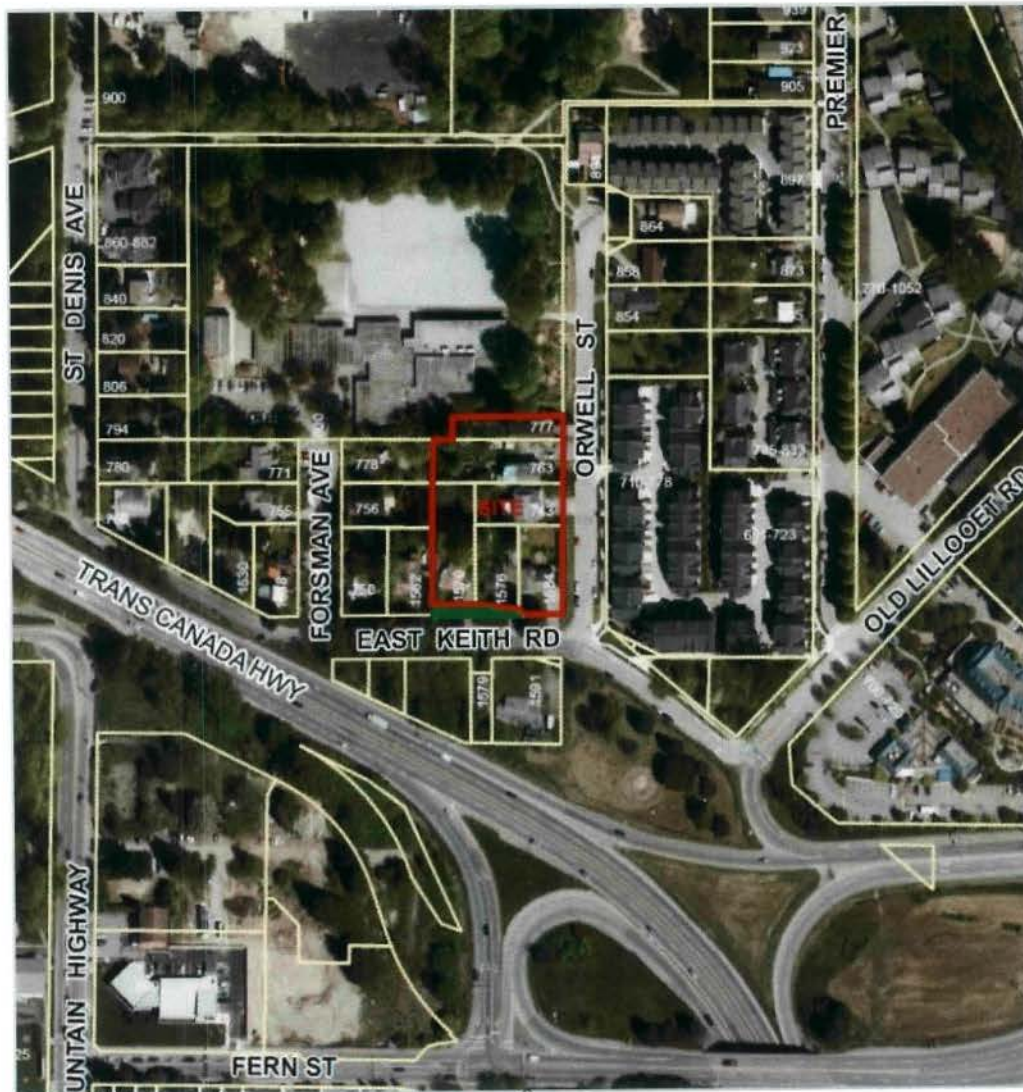


Janine Ryder
Property Services Agent

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 checked="" type="checkbox"/> Finance  _____	<input type="checkbox"/> NS Health _____
<input type="checkbox"/> Engineering Operations _____	<input type="checkbox"/> Fire Services _____	<input type="checkbox"/> RCMP _____
<input type="checkbox"/> Parks & Environment _____	<input type="checkbox"/> ITS _____	<input type="checkbox"/> Recreation Com. _____
<input type="checkbox"/> Economic Development _____	<input type="checkbox"/> Solicitor _____	<input type="checkbox"/> Museum & Arch. _____
<input type="checkbox"/> Human resources _____	<input type="checkbox"/> GIS _____	<input type="checkbox"/> Other: _____

ATTACHMENT 1

Road Allowance



ATTACHMENT 1

Subject Road Allowance fronting 1570 and 1576 East Keith Road



ATTACHMENT 2

Bylaw 8033

The Corporation of the District of North Vancouver

Bylaw 8033

A bylaw to close and remove highway dedication.

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

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

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

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

1. Citation

This bylaw may be cited as "East Keith Road Highway Closure Bylaw 8033, 2014".

2. Bylaw to close and remove highway dedication

2.1 The portion of highway dedicated by Highway Plan 109 and the portion of road dedicated by Road Plan 21096 each of which is shown outlined in bold of the Plan attached to this bylaw as Schedule A, are closed to all types of traffic and the dedication as highway of both is removed.

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

READ a first time this the

NOTICE given under Section 94 of the Community Charter this

OPPORTUNITY for representations to Council provided in accordance with Section 40 of the Community Charter this the

READ a second time this the

READ a third time this the

Certified a true copy of "East Keith Road Highway Closure Bylaw 8033, 2014" as at Third Reading

Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure on this the

ADOPTED this the

Mayor

Municipal Clerk

Road Closure Plan

REFERENCE PLAN TO ACCOMPANY
BYLAW NO. 8033 OF THE CORPORATION OF THE DISTRICT
OF NORTH VANCOUVER STOPPING UP AND CLOSING AND TO
REMOVE THE DEDICATION OF:
1) A PORTION OF HIGHWAY DEDICATED BY THE DEPOSIT OF HIGHWAY PLAN 109
2) A PORTION OF ROAD DEDICATED BY THE DEPOSIT OF PLAN 21096
DISTRICT LOT 613
GROUP 1 NEW WESTMINSTER DISTRICT

PLAN EPP37688

PURSUANT TO SECTION 120 OF THE LAND TITLE ACT AND
SECTION 40 OF THE COMMUNITY CHARTER
BCGS 92G.035

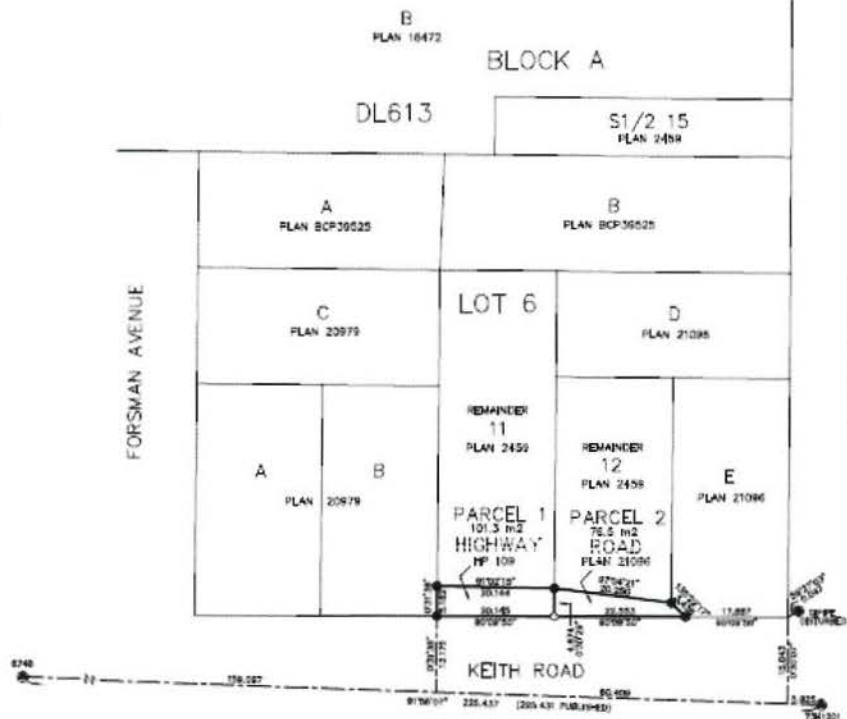


THE INTENDED PLOT SIZE OF THIS PLAN IS 432mm IN WIDTH
BY 609mm IN HEIGHT (C SIZE) WHEN PLOTTED AT A SCALE OF 1:500




INTEGRATED SURVEY AREA No. 16
(DISTRICT OF NORTH VANCOUVER), NAD83 (CSRS)

ONLY READINGS ARE (BAND) FROM OBSERVATIONS
BETWEEN GEODETIC CONTROL MONUMENTS STAG
AND T3H1301

THIS PLAN SHOWS HORIZONTAL GROUND-LEVEL ENTRANCES UNLESS OTHERWISE SPECIFIED. TO COMPLETE THIS DRAWING, VERIFY GROUND-LEVEL ENTRANCES BY THE AROUND CORNER FACTOR OF GROUNDWORK WHICH HAS BEEN DERIVED FROM GEODETIC CONTROL MONUMENTS 8740 AND 7341201.



LEGEND

SYMBOLS FOUND PLACED	DESCRIPTION
	CONTROL MONUMENT
 	STANDARD IRON POST CONCRETE SQUARE METRIC(S)

THE FIELD SURVEY REPRESENTED BY THIS PLAN WAS
COMPLETED ON THE 8TH DAY OF JANUARY, 2014.
CAROLAN RABALA, RLS 4002

THIS PLAN LIES WITHIN THE GREATER VANCOUVER REGIONAL DISTRICT

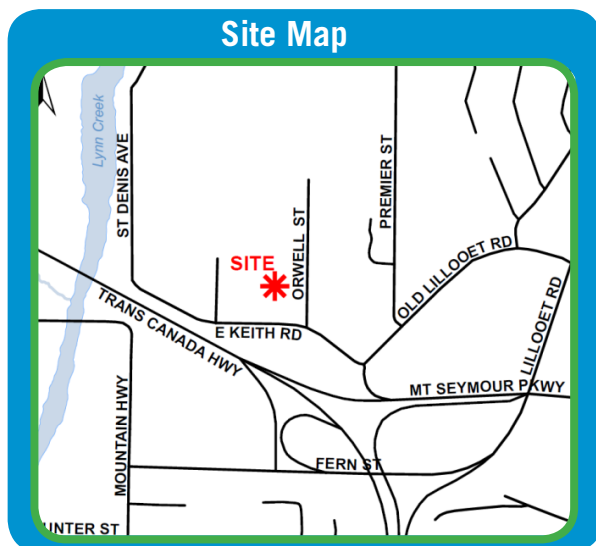
JOE 13043 FB 484 P.31
FILE L144-34 COM1 13043877 PC

HARBINE LAND SURVEYING LTD.
200 - 1000 WEST 14TH STREET
NORTH VANCOUVER, BC V7P 3P3
TEL: 604-987-7772

PUBLIC HEARING

1570, 1576, & 1584 East Keith Road and 743, 763, & 777 Orwell Street

- What:** Public Hearing on proposed North Vancouver Rezoning Bylaw 1302 (Bylaw 8028)
- When:** 7 pm, Tuesday, February 18, 2014
- Where:** Council Chambers, District of North Vancouver,
355 West Queens Road



What is it? The bylaw proposes to redevelop six single family lots located at 1570, 1576, and 1584 East Keith Road and 743, 763, and 777 Orwell Street and a small portion of road allowance for a thirty-two unit townhouse project which requires rezoning and issuance of a development permit.

What changes? Bylaw 8028 rezones the subject site from Residential Single Family 7200 Zone (RS3) to Comprehensive Development 76 (CD76) to enable the development of a thirty-two unit residential townhouse project.

When can I speak? Please join us on Tuesday, February 18, 2014 when Council will be receiving input from the public on this proposal. You can speak in person by signing up at the Hearing or by providing a written submission to the Municipal Clerk at the address below or input@dnv.org before the conclusion of the Hearing.

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

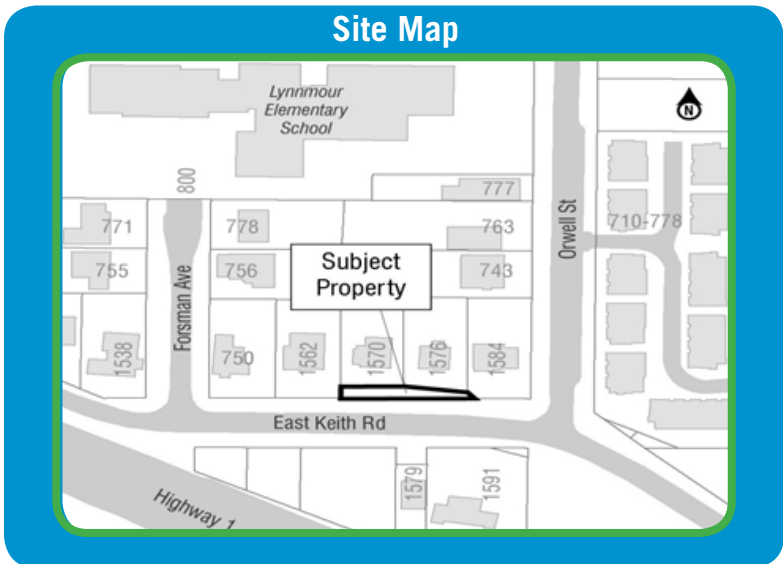
Who can I speak to? Casey Peters, Community Planner, at 604-990-2388 or petersc@dnv.org.



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Notice of opportunity to comment on closure & sale of public road allowance adjacent to 1570 & 1576 East Keith Rd

The District of North Vancouver is planning to close and sell a surplus portion of road allowance next to 1570 and 1576 East Keith Road to Brody Developments (2008) Ltd for the appraised value of \$200,000.



The developer is planning to combine this piece of road allowance with six adjacent lots for redevelopment if the rezoning is obtained.

If you'd like to comment before Council reaches a decision, please join us at 7 pm on February 18, 2014 during the East Keith Rd and Orwell St Public Hearing at District Hall, 355 West Queens Road.

The staff reports on this project are available for review online at dnv.org/public_hearing or at the Municipal Clerks Office at District Hall. Office hours are Monday to Friday 8 am to 4:30 pm.

Should you have any questions please contact Ryan Malcolm, Manager, Real Estate and Properties at 604-990-2264 or malcolmr@dnv.org.

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