

AGENDA

PUBLIC HEARING

Tuesday, December 1, 2015

7:00 p.m.

Council Chamber, Municipal Hall

355 West Queens Road,

North Vancouver, BC

Council Members:

Mayor Richard Walton

Councillor Roger Bassam

Councillor Mathew Bond

Councillor Jim Hanson

Councillor Robin Hicks

Councillor Doug MacKay-Dunn

Councillor Lisa Muri



NORTH VANCOUVER
DISTRICT

www.dnv.org

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PUBLIC HEARING

**7:00 p.m.
Tuesday, December 1, 2015
Municipal Hall, Council Chambers
355 West Queens Road, North Vancouver**

115 & 123 West Queens Road

1. OPENING BY THE MAYOR

2. INTRODUCTION OF BYLAW BY CLERK

The District of North Vancouver Rezoning Bylaw 1337 (Bylaw 8149)

Purpose of Bylaw:

Bylaw 8149 proposes to amend the District's Zoning Bylaw by rezoning the subject site from Residential Single-Family Residential 6000 Zone (RS4) to Comprehensive Development 89 Zone (CD89) to allow the development of a fourteen unit townhouse project.

3. PRESENTATION BY STAFF

Presentation: Erik Wilhelm, Planner

4. PRESENTATION BY APPLICANT

Presentation: Noort Holdings Ltd.

5. REPRESENTATIONS FROM THE PUBLIC

6. QUESTIONS FROM COUNCIL

7. COUNCIL RESOLUTION

Recommendation:

THAT the December 1, 2015 Public Hearing be closed;

AND THAT "The District of North Vancouver Rezoning Bylaw 1337 (Bylaw 8149)" be returned to Council for further consideration.

8. CLOSING

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The Corporation of the District of North Vancouver

Bylaw 8149

A bylaw to amend the 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 “The District of North Vancouver Rezoning Bylaw 1337, (Bylaw 8149)”.

2. Amendments

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

2.1. Section 301(2) by inserting the following zoning designation in numeric sequence:

“Comprehensive Development Zone CD89”

2.2 Part 4B by inserting the following:

“4B89 Comprehensive Development Zone 89 (CD89)”

4B89-1 Intent:

The purpose of the CD89 zone is to permit development of a 14 unit townhouse development at 115 and 123 West Queens Road.

4B89-2 Uses:

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

(a) Uses Permitted without Conditions:

Residential building, multiple-family townhouse

For the purposes of this CD89 Zone, “Residential building, multiple-family townhouse” means a building having not more than three residential storeys and consisting of two or more dwelling units with individual, exterior access to grade and whereby entrance areas associated with units which are located in the parkade level do not count as a residential storey.

(b) Conditional Uses

Not applicable

4B89-3 Conditions of Use:

Not applicable.

4B89-4 Accessory Use:

(a) *Accessory uses* are permitted and are limited to:

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

4B89-5 Density:

- (a) The maximum permitted density in the CD89 Zone is limited to a floor space ratio (FSR) of 0.45 and a maximum number of 4 units, inclusive of any density bonus for energy performance; and
- (b) For the purposes of calculating floor space ratio, the area of parking garages, electrical/mechanical rooms, garbage and recycling collection areas, and bicycle storage areas, is exempted.

4B89-6 Amenities:

Despite subsection 4B89-5, density in the CD89 Zone is increased to a maximum floor space ratio (FSR) of 1.6 FSR and a maximum number of 14 units, inclusive of any density bonus for energy performance, if the owner:

1. Enters into a Housing Agreement requiring a rental disclosure statement to be filed and prohibiting any strata bylaw or regulation establishing rental restrictions; and
2. Contributes \$91,835 to the municipality to be used for any or all of the following amenities (with allocation to be determined by the municipality in its sole discretion): public art; park, trail, environmental or other public realm improvements; municipal or recreation service or facility improvements; and/or the affordable housing fund.

4B89-7 Maximum Principal Building Size:

Not applicable.

4B89-8 Setbacks:

(a) Basement Level:

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

(b) Ground Level:

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

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

Setback	Maximum Setback Reduction
Building Projections - West Side Yard	0.43 m (1.41 ft)
Building Projections - East Side Yard	0.43 m (1.41 ft)
Balconies – Front Yard	1.52 m (5 ft)

(d) Minimum separation (excluding doorway entrances) at the ground level required between the buildings within the CD89 zone shall be at least 9.14 m. (30 ft).

4B89-9 Building Orientation:

Not applicable.

4B89-10 Building Depth and Width:

Not applicable.

4B89-11 Coverage:

- a) Building Coverage shall not exceed 50%
- b) Site Coverage shall not exceed 82%.

4B89-12 Height:

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

4B89-13 Acoustic Requirements:

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

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

4B89-14 Landscaping:

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

4B89-15 Subdivision Requirements

Within the CD89 zone, the Minimum Lot Area must be at least 1,425 sq. m. (15,338 sq. ft.).

4B89-16 Additional Accessory Structure Regulations

Not applicable.

4B89-17 Parking and Loading Regulations:

- (a) Parking shall be provided at a ratio of 2 parking spaces per unit inclusive of designated visitor and parking for persons with disabilities;
- (b) All regular, small car and handicapped parking spaces shall meet the minimum width and length requirements established in Part 10 of this Bylaw;
- (c) Small car parking spaces shall not exceed 36% of the required parking spaces

(d) Vehicular drive aisles shall meet the minimum width requirements established in Part 10 of this Bylaw

(e) A minimum of 19 Class 2 bicycle parking spaces shall be provided

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

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

READ a first time November 9th, 2015

PUBLIC HEARING held

READ a second time

READ a third time

Certified a true copy of “Bylaw 8149” as at Third Reading

Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure on

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8149



AGENDA INFORMATION	
<input checked="" type="checkbox"/> Regular Meeting	Date: <u>Nov 9, 2015</u>
<input type="checkbox"/> Workshop (open to public)	Date: _____



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

October 29, 2015
File: 08.3060-20/033.15

AUTHOR: Erik Wilhelm, Planner

SUBJECT: BYLAW 8149 (REZONING BYLAW 1337) &
BYLAW 8150 (HOUSING AGREEMENT BYLAW):
14 UNIT TOWNHOUSE DEVELOPMENT AT 115 & 123 WEST QUEENS RD.

RECOMMENDATION: It is recommended that:

1. Bylaw 8149, which amends the Zoning Bylaw to rezone the properties at 115 and 123 West Queens Road from Single-Family Residential 6000 zone (RS4) to Comprehensive Development Zone 89 (CD89) to permit an 14 unit townhouse project, be given First Reading;
2. Bylaw 8149 be referred to a Public Hearing; and
3. Bylaw 8150, which authorizes a Housing Agreement to prevent future rental restrictions, be given First Reading.

REASON FOR REPORT:

The proposed townhouse project requires Council's consideration of Bylaw 8149 to rezone the subject properties. Bylaw 8150 implements the District's Strata Rental Protection Policy for the proposed project to ensure the units retain the option to be rented. The development proposal has been reduced in density and number of units since previously being considered by Council. In addition, access from the rear lane and underground parking have been reconfigured to address concerns regarding potential lane conflicts and to remove tandem parking. With these changes the applicant has submitted a new rezoning application and staff feel the revised application merits Council consideration of first reading.



SUMMARY:

Noort Developments Ltd. seeks rezoning of two single family properties to allow a 14 unit townhouse project at 115 and 123 West Queens Road. The proposal complies with the Official Community Plan (OCP) designation and the bylaws supporting the project are recommended for introduction and referral to Public Hearing.

BACKGROUND:

In the spring of 2014, Council considered Bylaw 8113 which would have facilitated rezoning of the development site to allow an 18 unit stacked townhouse development. A Public Hearing was held on April 21, 2015. Following input at the Public Hearing, the applicant reduced the number of units to 17. Council defeated Bylaw 8113 and Bylaw 8114 (Housing Agreement Bylaw) at second reading on May 4, 2015 with concerns of lane traffic circulation, number of units and number of tandem stalls.

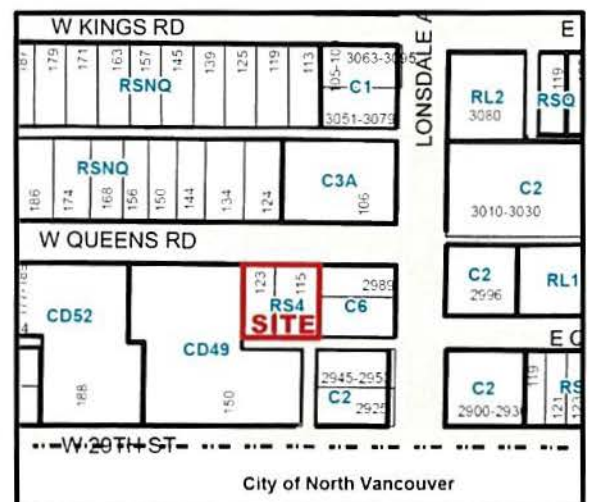
Following Council input at defeat of the bylaws, the applicant has revised the development to address Council concerns. Specifically, the Floor Space Ratio (FSR) has been reduced from 1.68 to 1.6, the number of units has been reduced from 17 to 14 units, underground parking has been reconfigured to improve circulation and remove all tandem parking stalls. A revised traffic circulation pattern in the lanes rear of the development site is proposed.

The new development application is substantially altered and addresses Council's concerns raised with the previous application; accordingly, the application requires consideration by Council.

ANALYSIS:**Site and Surrounding Area:**

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

The development site is within the Queensdale "Village Centre" – one of six designated village centres throughout the District. Generally, the OCP designations near the core of village centres support increased multi-family and mixed use densities in order to take advantage of transit options, access to services and shops and general walkability. The



objective for each village centre is to build on their own unique characteristics and to create distinct urban village environments.

As is the case for the Queensdale Village Centre, transit service on Lonsdale and West Queens Road corridors and nearby access to goods and services within a compact commercial area further reduces the need for additional vehicle trips for local residents.

EXISTING POLICY:

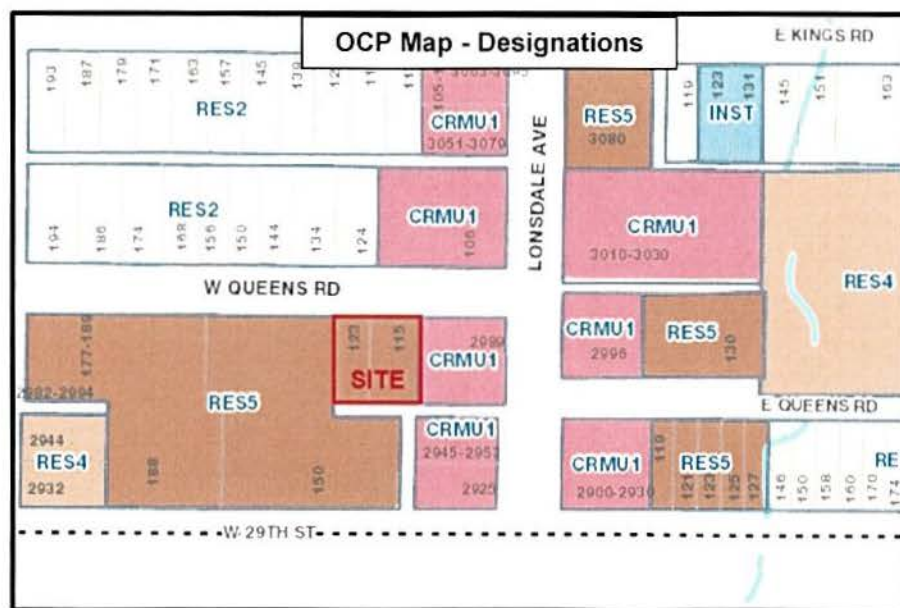
Official Community Plan (OCP)

The site is designated Residential Level 5: "Low Density Apartment" (RES5) in the OCP and medium density multi-family in the North Lonsdale-Delbrook Plan reference policy document.

Areas designated for low density apartment within the OCP are intended predominantly for multifamily housing in centres and corridors at a density of up to approximately 1.75 FSR. Development in this designation will typically be expressed in low-rise apartments, but may include some townhouses.

Properties to the west have the same RES5 OCP designation as the development site while those along Lonsdale Avenue are designated Commercial Residential Mixed Use Level One (CRMU1) which allows mixed-use development to a maximum density of up to approximately 1.75 FSR.

The proposed FSR for the development has been reduced from approximately 1.68 to 1.6 and is consistent with the OCP designation which allows for a density of up to approximately 1.75 FSR.



Zoning

The site is currently zoned Single-Family Residential 6000 (RS4). To accommodate the proposed townhouse development the site requires rezoning; accordingly, Bylaw 8149 (Attachment B) proposes to create a new Comprehensive Development Zone 89 (CD89).

Strata Rental Protection Policy

Corporate Policy 8-3300-2 "Strata Rental Protection Policy" applies to this project as the rezoning application would permit development of more than five residential units. The policy requires a Housing Agreement to ensure that future strata bylaws do not prevent owners from renting their units. Bylaw 8150 (Attachment C) authorizes a Housing Agreement to implement this policy.

Development Permit Areas (DPA)

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

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

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

PROJECT DESCRIPTION:

The development includes 14 townhouse units in two separate buildings arranged around a central courtyard. Six units will have direct front door access to West Queens Road while the remaining 8 units will be accessed from the courtyard. The adjacent site plan indicates the general siting of the proposed buildings.

The application requires purchase of a portion of municipal lane located south of the development site and the lane closure bylaw has been given 3 readings by Council. The secured underground parking area will be accessed from the rear of the site via the existing lane.

A mix of two bedroom, three bedroom and three bedroom with dens units is proposed within the development. The drawing below illustrates the proposal as viewed from West Queens Road and the appearance of the development from the street. The architectural drawing package is attached as Attachment A.



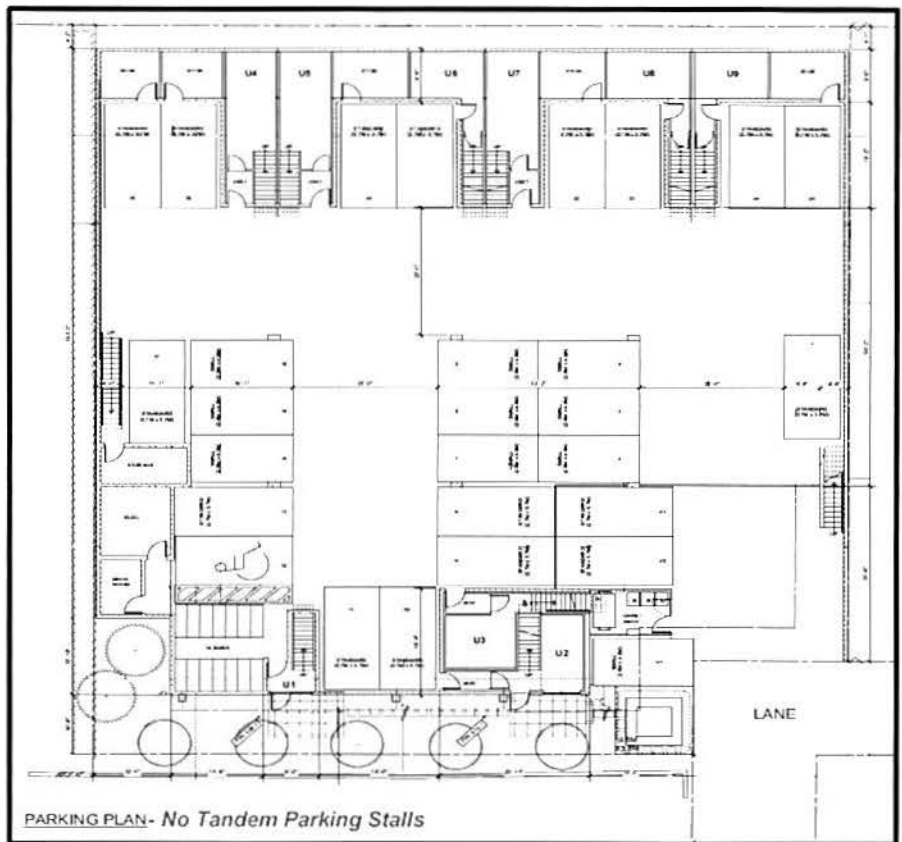
Rendering- Looking Southwest on W. Queens Rd.



Twenty-eight parking stalls are provided for the development in an underground parking garage; 3 of the stalls are designated visitor spaces. Parking proposed for the development meets Zoning Bylaw minimum requirements of two stalls per unit.

The development will provide:

- 19 bicycle stalls;
- 28 parking stalls (25 for residents & 3 for visitors);
- No tandem parking stalls;
- 10 small car parking stalls (36% of total parking);
- 1 universally accessible parking stall.



As seen below, the development includes a sloped-roof design that provides some variety in design compared to the flat roof design seen in the existing Churchill Residences building to the west and to reflect the sloped roof designs seen in the single family homes northwest of the site and the Queens Cross Pub to the east. The revised design includes six front door entrances onto West Queens Road.



NORTH ELEVATION (W. QUEENS RD.)

Accessible Units

In response to the District's "Accessible Design Policy for Multi-Family Housing", at the development permit stage, the developer will be required to submit an "Accessible Multi-Family Housing Design Checklist" which identifies how the development attains the requirements of the policy. Two units (units 4 and 9) will provide "basic accessible design elements" and have built in features which allow easy retrofit installation of "enhanced accessible design elements" which provides a higher level accessibility.

REZONING BYLAW 8149

To implement this project, Bylaw 8149 (Attachment B) creates a new Comprehensive Development Zone 89 (CD89). This new zone:

- establishes ground-oriented multiple family residential use as a permitted use;
- limits the number of units to 14;
- limits the FSR to a maximum of 1.60;
- establishes a maximum building height of 45 ft with a small height bonus to accommodate the sloped roofs;
- sets site coverage at a maximum of 82%;
- sets building coverage at a maximum of 50%;
- establishes acoustic performance requirements;
- requires a parking ratio of 2 stalls per unit;
- establishes minimum drive aisle widths in accordance with Part 10 of the Zoning Bylaw; and
- establishes the following building setbacks
 - Front Setback: 3.56 metres
 - West Side Yard Setback: 3.75 metres
 - East Side Yard Setback: 2.59 metres
 - Rear Yard Setback 3.35 metres
 - Setback from Lane: 0 metres

ACOUSTIC REGULATIONS

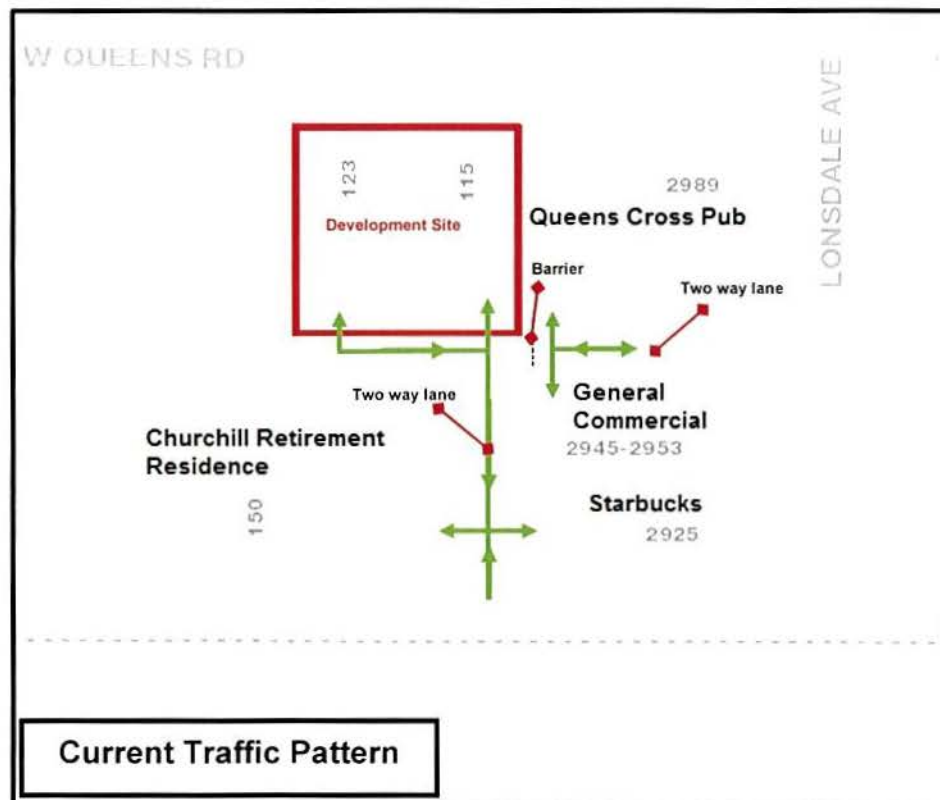
The CD89 zone includes the District's residential acoustic regulations for maximum noise levels in bedrooms, living areas and other areas of the residential units where units front an arterial roadway. The application will be required to meet these requirements.

COMMUNITY AMENITY CONTRIBUTIONS

As the subject property requires rezoning, a community amenity contribution (CAC) has been calculated in the amount of \$91,835.00 in accordance with District policy. The CD89 specifies this amount in order to achieve the maximum density of 1.6 FSR in the zone and outlines what the CAC can be applied toward including public art, park, trail, environmental or other public realm improvements, municipal or recreation service or facility improvements and/or affordable housing.

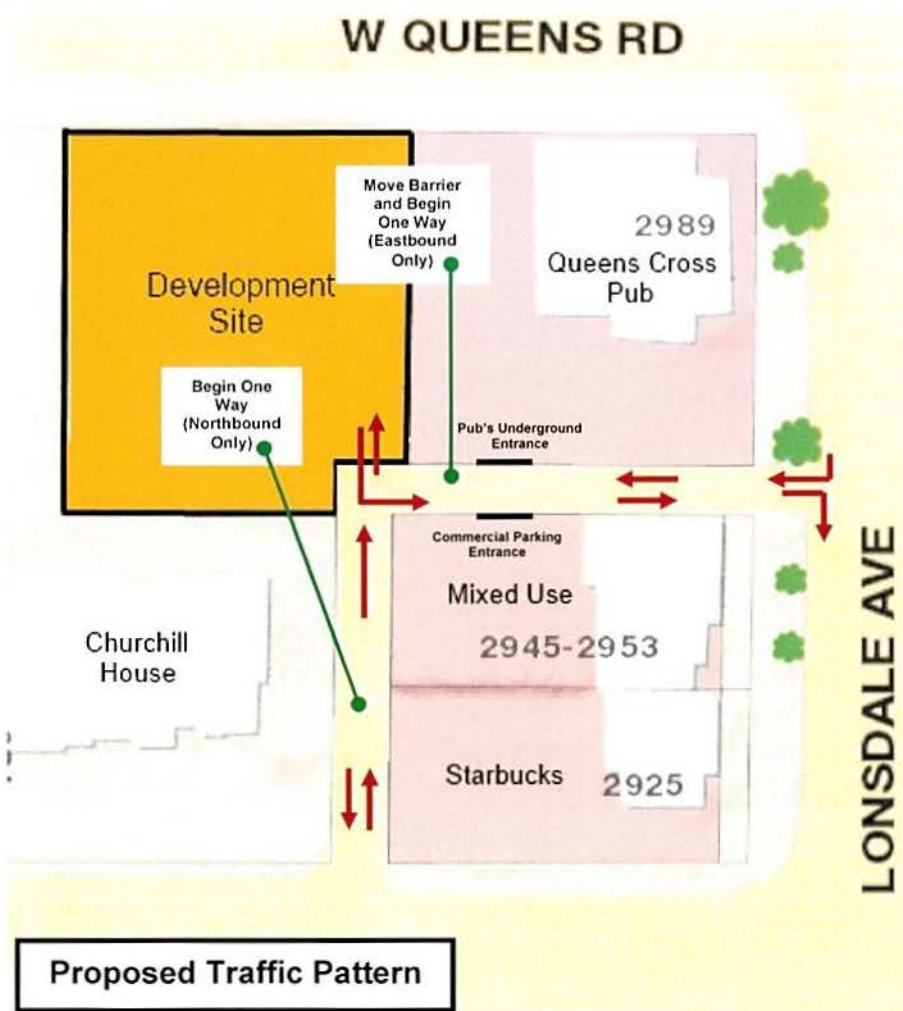
VEHICLE/LANE ACCESS:

The map below indicates the existing traffic movements in the local area. The existing "two-way" north/south lane allows traffic to move in both directions. There is an existing barrier within the "two-way" east/west lane just south of the Queens Cross Pub that stops movements westward from Lonsdale Avenue. This barrier allows entrance into the Queen Cross Pub underground parking and the parking lot for the commercial site at 2945-2953 Lonsdale Avenue.



During consideration of the previous bylaw Council expressed concerns with proposed lane movements and access to the site with particular concern regarding the "Starbucks Corner" at the intersection of the lane and West 29th Street. To address this concern the applicant's transportation engineer studied the access and lane and has proposed changes to alleviate potential traffic conflicts within the lane area and "Starbucks Corner".

The map on the next page indicates the proposed traffic movements within the N/S and E/W lanes at the rear the proposed development. The aim of the proposed traffic configuration is to reduce movements/conflicts at the Starbucks Corner in the peak am hours (i.e. morning coffee) and to spread the traffic generated by the development onto two lanes.



In simple terms, the development's vehicular traffic leaves the site through the E/W lane and must return to the development via the N/S lane which reduces the overall traffic at the Starbucks Corner (when compared to a two way laneway traffic scenario).

The developer's traffic engineer has submitted a traffic analysis report which supports the proposed traffic circulation within the lane areas. Furthermore, the developer will be required to provide a post development analysis (after 6 months of the development being fully occupied) in order to review the traffic movements in the area and to make recommendations for further changes if required. The Traffic Engineering Department has reviewed the traffic analysis report and is supportive of the proposed traffic circulation and requirement for a post development analysis.

CONSTRUCTION TRAFFIC MANAGEMENT PLAN:

In order to reduce development's impact on pedestrian and vehicular movements, the developer will be required to provide a 'Construction Traffic Management Plan' as a condition of a Development Permit. The Construction Traffic Management Plan must minimize construction impacts on pedestrian movement and vehicular traffic along West Queens Road and within the lanes behind the development site. The plan is required to be approved by the District prior to issuance of a Building Permit.

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

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

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

Advisory Design Panel:

The initial 18 unit proposal was presented to the Advisory Design Panel on December 11, 2014. The Panel recommended approval subject to staff resolution of material use and location, finishes and simplification of design. The applicant revised the proposal to address ADP recommendations.

The revised 14 unit development has a more simplified design, improved courtyard landscaping and provided for more front door entrances onto West Queens Road. The current application maintains a similar architectural form and finish and therefore was not referred to the ADP.

CONCURRENCE:

Staff:

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

Public Input:

As part of the initial 18 unit development proposal, the applicant held a facilitated Public Information Meeting on November 27, 2014 at 2641 Chesterfield Avenue (St. Andrew's and St. Stephen's Presbyterian Church). The applicant provided notices to owners and occupants within 75 metres (246 ft.) of the development site. The meeting was attended by five people and an excerpt from the facilitator's summary is attached (Attachment D). At the Public Hearing held on April 21, 2015, three residents raised concerns and questions related to proposed unit count, stacked townhouse configuration, lane circulation and number of tandem parking stalls within the previous 18 unit proposal.

Municipal notification of the current proposal was sent to owners and occupiers of properties within 75 metres (246 ft.) of the site which outlined the 14 unit proposal and described the proposed traffic alterations in the laneway area.

The business owner of the Queens Cross Pub questioned how the revised laneway circulation would affect access to the pub. Given the proposed laneway circulation will not affect the existing

lane access to and from the pub's underground entrance; there were no concerns from the business owner of the Queens Cross Pub.

CONCLUSION:

This rezoning proposal for 14 townhouses is in conformity with the Official Community Plan and applicable development permit guidelines. Bylaws 8149 and 8150 are ready for Council consideration.

OPTIONS:

The following options are available for Council's consideration:

1. Introduce Bylaws 8149 and 8150 and refer Bylaw 8149 to a Public Hearing (staff recommendation); or
2. Defeat Bylaws 8149 and 8150 at First Reading.



Erik Wilhelm
Development Planner

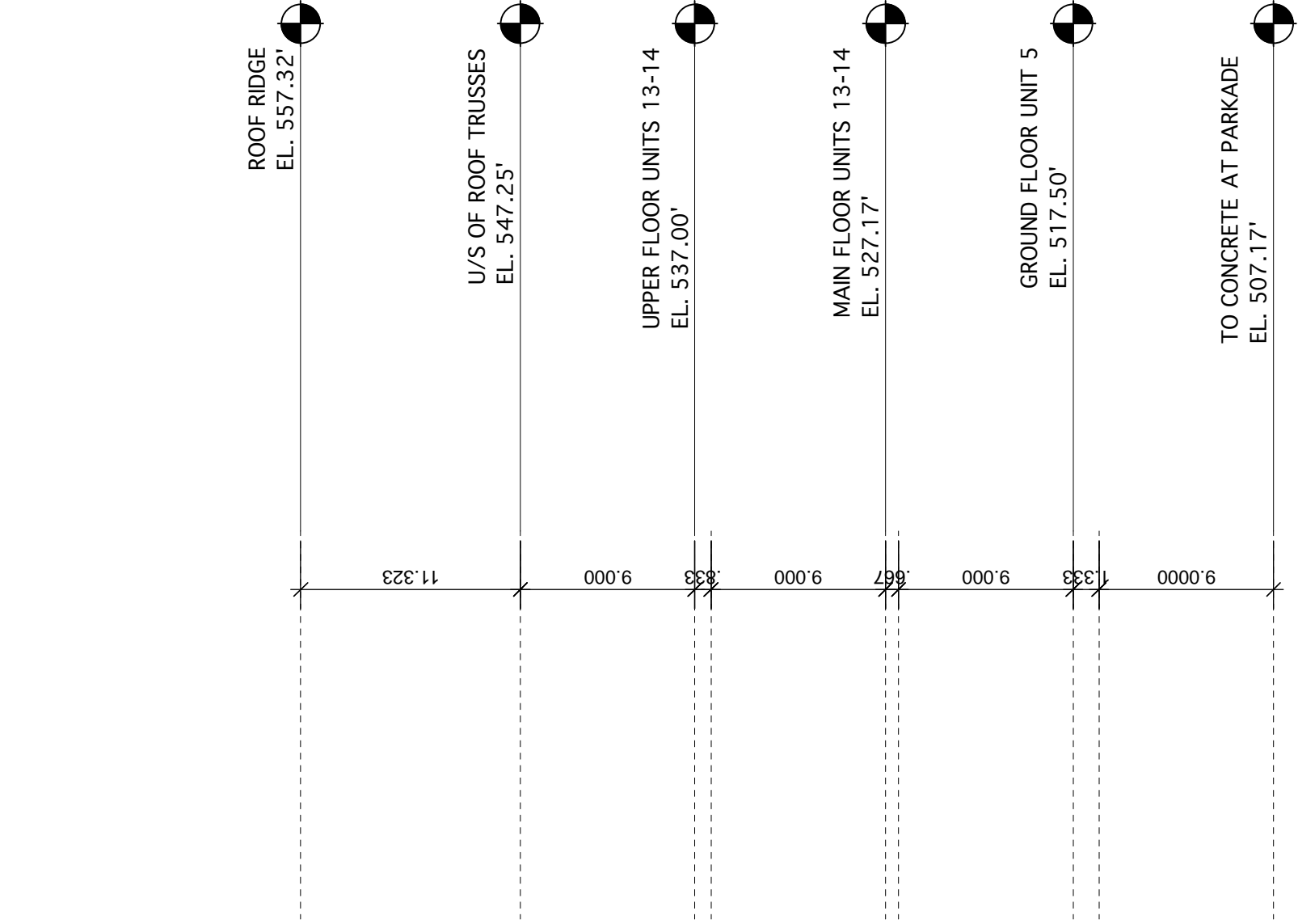
Attachments:

- A - Architectural Drawing Package;
- B - Bylaw 8149 "The District of North Vancouver Rezoning Bylaw 1337 (Bylaw 8149)";
- C - Bylaw 8150 "Housing Agreement Bylaw 8150, 2015 (115 and 123 West Queens Road)"; and
- D - Excerpt of Facilitator's Summary of Nov. 27, 2014 Public Information Meeting.

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

ELEVATION KEY:

- 1 ASPHALT ROOF SHINGLES - (CHARCOAL)
- 2 DOUBLE GLAZED VINYL FRAMED WINDOW W/ TRIM - (ALMOND)
- 3 5" ALUMINUM GUTTER ON 2x8 FASCIA - (WHITE)
- 4 GUARD RAIL WITH TEMPERED GLASS - (BLACK)
- 5 5" WOOD SHAKE - PAINTED (BM: EVENING DOVE)
- 6 HARDIE-PANEL - PAINTED (BM: EDGECOB GRAY)
- 7 4" HARDIE-PLANK SIDING - PAINTED (BM: SANDY HOOK GRAY)
- 8 CULTURED STONE BASE - (COUNTRY LEDGESTONE)
- 9 WOOD WIN./DR. TRIM, POST, HORIZ. BAND, BRACKET - PAINTED (BM: EDGECOB GRAY)
- 10 METAL CLAD ENTRY DOOR 1 - PAINTED (BM: HUNTINGTON BEIGE)
- 11 METAL CLAD ENTRY DOOR 2 - PAINTED (BM: BLACK PANTHER)



NORTH ELEVATION (W. QUEENS RD.)

NO.	DATE	REVISIONS
1	FEB 5, 2014	ISSUED FOR REZONING
2	APR 4, 2014	RZ REVISION
3	APR 10, 2014	RZ REVISION
4	MAY 16, 2014	RZ REVISION
5	NOV 6, 2014	ADP SUBMISSION
6	DEC 3, 2014	ADP RESUBMISSION
7	JAN 28, 2015	ADP DETAILED SUBMISSION
8	APR 27, 2015	POST PH REVISIONS
9	JUN 15, 2015	POST COUNCIL REVISIONS
10	JULY 28, 2015	GENERAL REVISIONS

NO.	DATE	REVISIONS
1	FEB 5, 2014	ISSUED FOR REZONING
2	APR 4, 2014	RZ REVISION
3	APR 10, 2014	RZ REVISION
4	MAY 16, 2014	RZ REVISION
5	NOV 6, 2014	ADP SUBMISSION
6	DEC 3, 2014	ADP RESUBMISSION
7	JAN 28, 2015	ADP DETAILED SUBMISSION
8	APR 27, 2015	POST PH REVISIONS
9	JUN 15, 2015	POST COUNCIL REVISIONS
10	JULY 28, 2015	GENERAL REVISIONS

CONSULTANT

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PROJECT

18 UNIT TOWNHOUSE DEVELOPMENT

115, 123 WEST QUEENS ROAD
NORTH VANCOUVER, B.C.

Yamamoto
Architecture Inc.

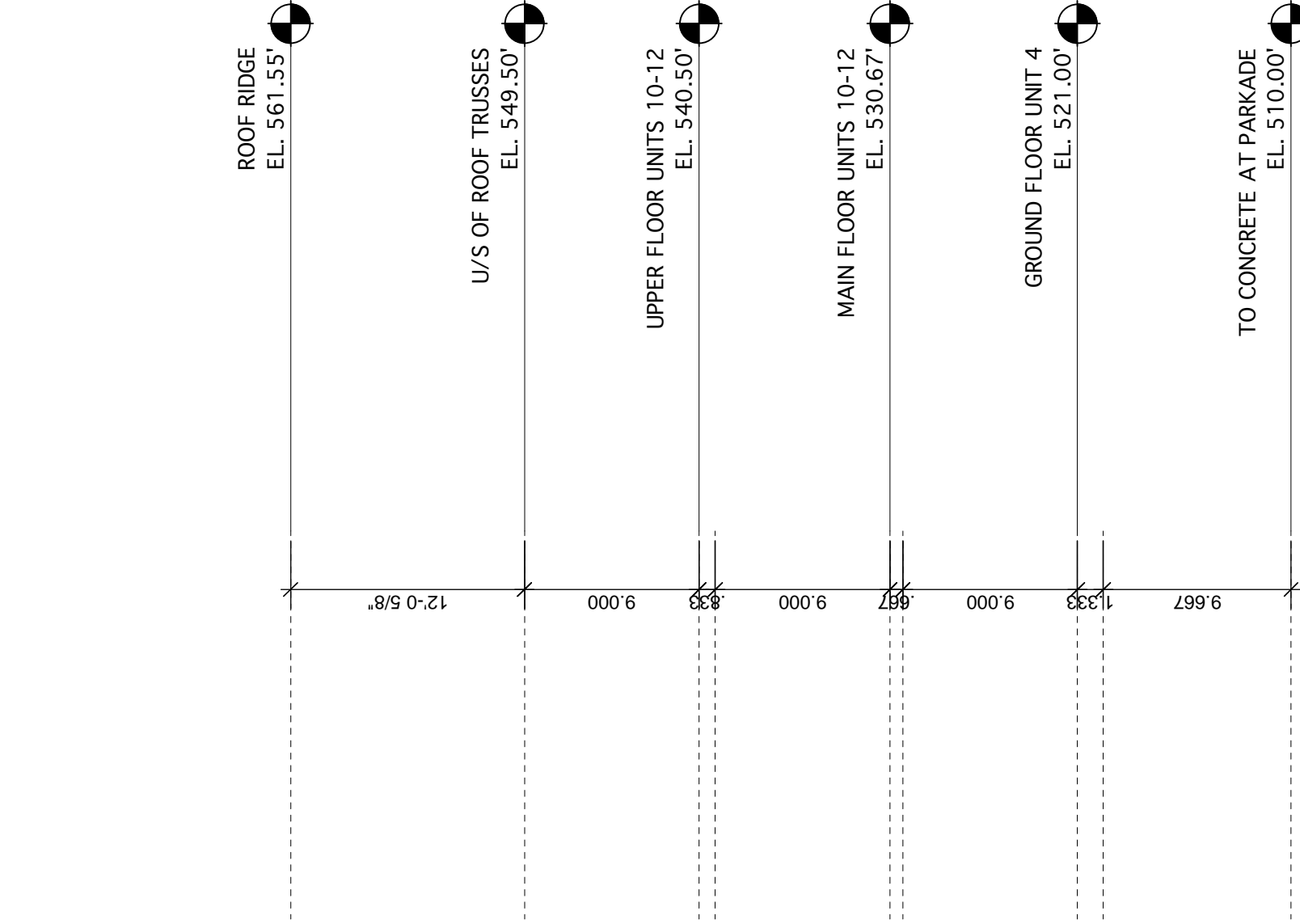
2386 oak street, vancouver, british columbia
v6h 4j1 tel: 604.731.1127 fax: 604.731.1327

DRAWING TITLE

ELEVATIONS

SCALE	1/8" = 1'-0"	SHEET NO.
DATE	OCT 7, 2013	A2.1
DRAWN	KP	
CHECKED		

PROJ. NO.	1321
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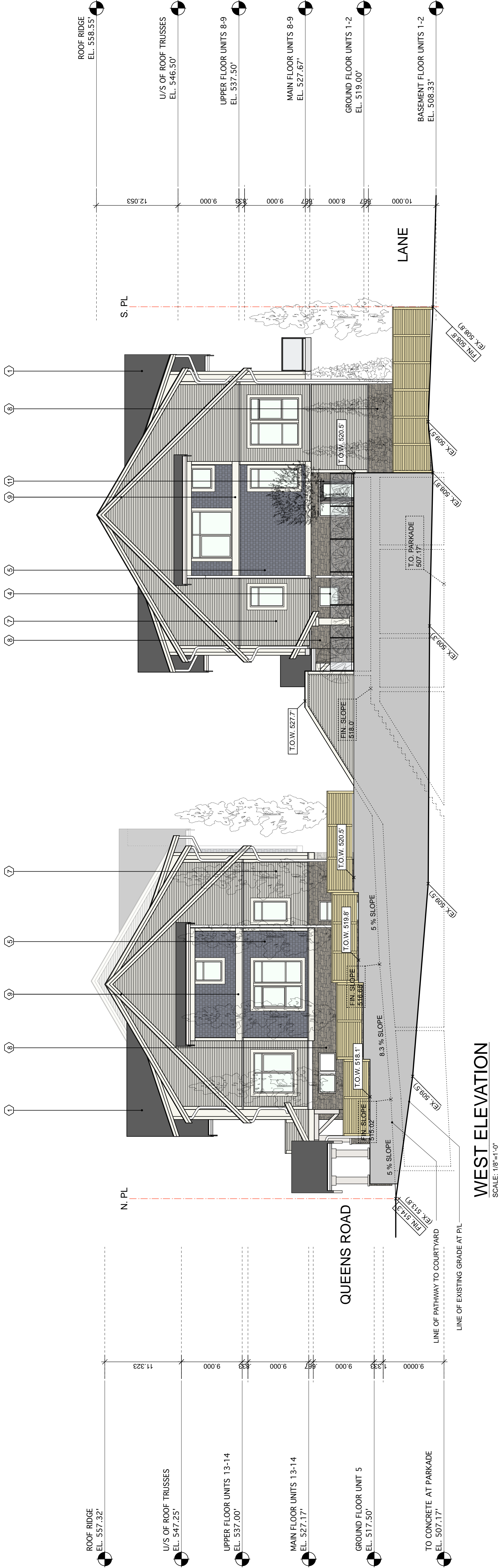


REAR BUILDING - SOUTH ELEVATION

SCALE: 1/8"=1'-0"

ELEVATION KEY:

- 1 ASPHALT ROOF SHINGLES - (CHARCOAL)
- 2 DOUBLE GLAZED VINYL FRAMED WINDOW W/ TRIM - (ALMOND)
- 3 5" ALUMINUM GUTTER ON 2x8 FASCIA - (WHITE)
- 4 GUARD RAIL WITH TEMPERED GLASS - (BLACK)
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- 6 HARDIE-PANEL - PAINTED (BM: EDGE COB GRAY)
- 7 4" HARDIE-PLANK SIDING - PAINTED (BM: SANDY HOOK GRAY)
- 8 CULTURED STONE BASE - (COUNTRY LEDGESTONE)
- 9 WOOD WIN./DR. TRIM, POST, HORIZ. BAND, BRACKET - PAINTED (BM: EDGE COB GRAY)
- 10 METAL CLAD ENTRY DOOR 1 - PAINTED (BM: HUNTINGTON BEIGE)
- 11 METAL CLAD ENTRY DOOR 2 - PAINTED (BM: BLACK PANTHER)



WEST ELEVATION

SCALE: 1/8"=1'-0"

10	JULY 28, 2015	GENERAL REVISIONS
9	JUN. 15, 2015	POST COUNCIL REVISIONS
8	APR. 27, 2015	POST PH REVISIONS
7	JAN. 28, 2015	ADP DETAILED SUBMISSION
6	DEC. 3, 2014	ADP RESUBMISSION
5	NOV. 6, 2014	ADP SUBMISSION
4	MAY 16, 2014	RZ REVISION
3	APR. 10, 2014	RZ REVISION
2	APR. 4, 2014	RZ REVISION
1	FEB. 5, 2014	ISSUED FOR REZONING
NO.	DATE	REVISIONS
CONSULTANT		

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PROJECT

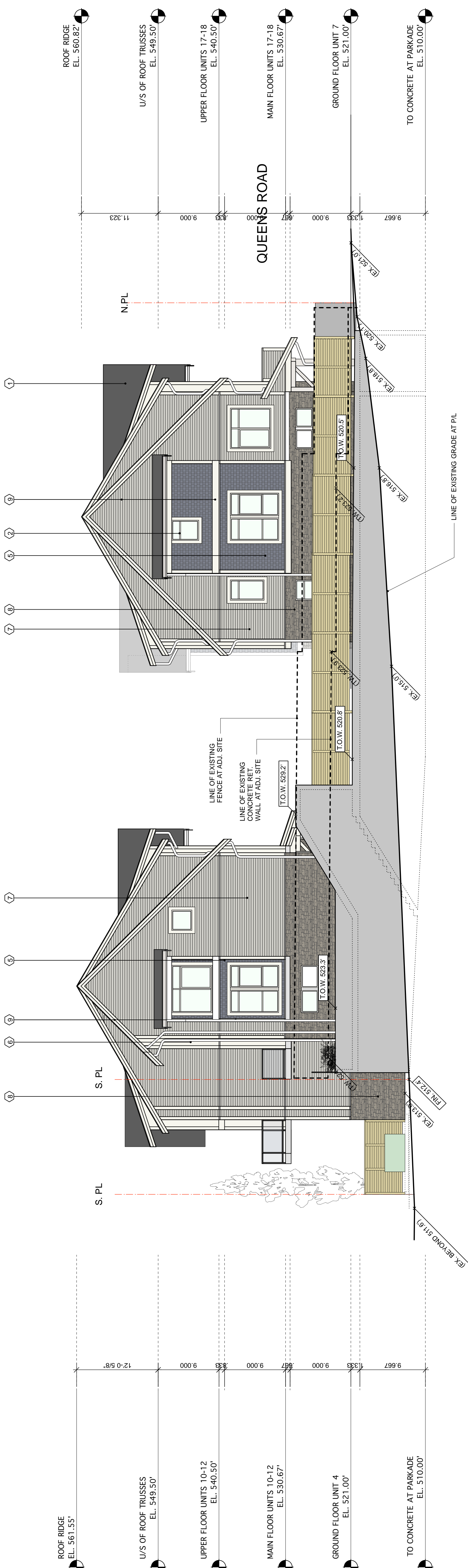
18 UNIT TOWNHOUSE DEVELOPMENT

115, 123 WEST QUEENS ROAD
NORTH VANCOUVER, B.C.

Yamamoto
Architecture Inc.

2386 oak street, vancouver, british columbia
V6H 4J1 tel: 604-731-1127 fax: 604-731-1327
DRAWING TITLE

ELEVATIONS



EAST ELEVATION

SCALE: 1/8"=1'-0"

SCALE	1/8" = 1'-0"	SHEET NO.
DATE	OCT. 7, 2013	A2.2
DRAWN	KP	
CHECKED		PROJ. NO. 1321

ELEVATION KEY:

- 1 ASPHALT ROOF SHINGLES - (CHARCOAL)
- 2 DOUBLE GLAZED VINYL FRAMED WINDOW W/ TRIM - (ALMOND)
- 3 5" ALUMINUM GUTTER ON 2x8 FASCIA - (WHITE)
- 4 GUARD RAIL WITH TEMPERED GLASS - (BLACK)
- 5 5" WOOD SHAKE - PAINTED (BM: EVENING DOVE)
- 6 HARDIE-PANEL - PAINTED (BM: EDGE COB GRAY)
- 7 4" HARDIE-PLANK SIDING - PAINTED (BM: SANDY HOOK GRAY)
- 8 CULTURED STONE BASE - (COUNTRY LEDGESTONE)
- 9 WOOD WIN./DR. TRIM, POST, HORIZ. BAND, BRACKET - PAINTED (BM: EDGE COB GRAY)
- 10 METAL CLAD ENTRY DOOR 1 - PAINTED (BM: HUNTINGTON BEIGE)
- 11 METAL CLAD ENTRY DOOR 2 - PAINTED (BM: BLACK PANTHER)

FRONT BUILDING - SOUTH ELEVATION (COURTYARD)

SCALE: 1/8"=1'-0"



REAR BUILDING - NORTH ELEVATION (COURTYARD)

SCALE: 1/8"=1'-0"

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SCALE: 1/8"=1'-0"



REAR BUILDING - NORTH ELEVATION (COURTYARD)

SCALE: 1/8"

[illegible]

NOORT HOMES WITH
YAMAMOTO ARCHITECTURE INC.

18 UNIT TOWNHOUSES

**115 & 123 W. QUEENS
NORTH VANCOUVER, B.C.**

LANDSCAPE PLAN

DATE: 14.01.07 DRAWING NUMBER: L1

SCALE: 1/8" = 1'-0"

DRAWN: MM/DD

DESIGN: PC

CHK'D: PC

OF 10

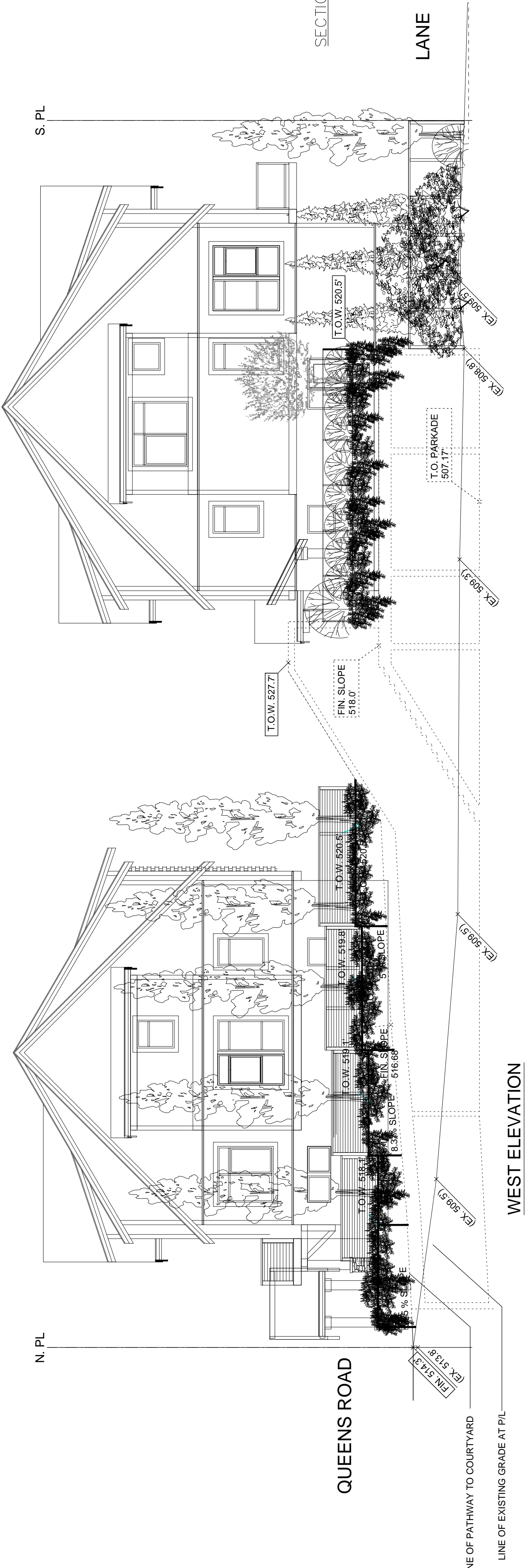
PMG PROJECT NUMBER:



CHURCHILL

DNV # 08.3060.20/027.14
13180-13 71P

SEAL:



NO.	DATE	REVISION DESCRIPTION	DR.
11	15.JUL.24	NEW SITE PLAN	DD
10	15.JUL.20	NEW SITE PLAN	DD
9	15.JAN.20	REVISION	DD
8	15.JAN.16	AS PER CLIENT REQUEST	DD
7	14.DEC.03	ADD FENCE DETAILS	DD
6	14.NOV.27	NEW SITE PLAN, REV. DETAILS	MM
5	14.NOV.06	EX TREE NOTES ADDED	MM
4	14.OCT.06	REVISE NEW SITE PLAN	RC
3	14.OCT.06	NEW SITE PLAN - MUN. COMMENTS	MM
2	14.MAY.14	NEW SITE PLAN	DD
1	14.FEB.04	NEW SITE PLAN	DD

CLIENT:
**NOORT HOMES WITH
YAMAMOTO ARCHITECTURE INC.**

PROJECT:
**18 UNIT TOWNHOUSES
115 & 123 W. QUEENS
NORTH VANCOUVER, B.C.**

DRAWING TITLE:
**LANDSCAPE
ELEVATIONS**

DATE: 14.01.07
SCALE: 1/8"= 1'-0"
DRAWN: MM
DESIGN: MM
CHKD: PCM

PMG PROJECT NUMBER:
13-180

DNV # 08-3060.20/027.14
13180-13.21P

The Corporation of the District of North Vancouver**Bylaw 8149**

A bylaw to amend the 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 "The District of North Vancouver Rezoning Bylaw 1337, (Bylaw 8149)".

2. Amendments

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

2.1. Section 301(2) by inserting the following zoning designation in numeric sequence:

"Comprehensive Development Zone CD89"

2.2 Part 4B by inserting the following:

"4B89 Comprehensive Development Zone 89 (CD89)"

4B89-1 Intent:

The purpose of the CD89 zone is to permit development of a 14 unit townhouse development at 115 and 123 West Queens Road.

4B89-2 Uses:

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

(a) Uses Permitted without Conditions:

Residential building, multiple-family townhouse

For the purposes of this CD89 Zone, "Residential building, multiple-family townhouse" means a building having not more than three residential storeys and consisting of two or more dwelling units with individual, exterior access to grade and whereby entrance areas associated with units which are located in the parkade level do not count as a residential storey.

(b) Conditional Uses

Not applicable

4B89-3 Conditions of Use:

Not applicable.

4B89-4 Accessory Use:

(a) *Accessory uses* are permitted and are limited to:

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

4B89-5 Density:

- (a) The maximum permitted density in the CD89 Zone is limited to a floor space ratio (FSR) of 0.45 and a maximum number of 4 units, inclusive of any density bonus for energy performance; and
- (b) For the purposes of calculating floor space ratio, the area of parking garages, electrical/mechanical rooms, garbage and recycling collection areas, and bicycle storage areas, is exempted.

4B89-6 Amenities:

Despite subsection 4B89-5, density in the CD89 Zone is increased to a maximum floor space ratio (FSR) of 1.6 FSR and a maximum number of 14 units, inclusive of any density bonus for energy performance, if the owner:

1. Enters into a Housing Agreement requiring a rental disclosure statement to be filed and prohibiting any strata bylaw or regulation establishing rental restrictions; and
2. Contributes \$91,835 to the municipality to be used for any or all of the following amenities (with allocation to be determined by the municipality in its sole discretion): public art; park, trail, environmental or other public realm improvements; municipal or recreation service or facility improvements; and/or the affordable housing fund.

4B89-7 Maximum Principal Building Size:

Not applicable.

4B89-8 Setbacks:

(a) Basement Level:

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

(b) Ground Level:

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

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

Setback	Maximum Setback Reduction
Building Projections - West Side Yard	0.43 m (1.41 ft)
Building Projections - East Side Yard	0.43 m (1.41 ft)
Balconies – Front Yard	1.52 m (5 ft)

(d) Minimum separation (excluding doorway entrances) at the ground level required between the buildings within the CD89 zone shall be at least 9.14 m. (30 ft).

4B89-9 Building Orientation:

Not applicable.

4B89-10 Building Depth and Width:

Not applicable.

4B89-11 Coverage:

a) Building Coverage shall not exceed 50%

b) Site Coverage shall not exceed 82%.

4B89-12 Height:

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

4B89-13 Acoustic Requirements:

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

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

4B89-14 Landscaping:

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

4B89-15 Subdivision Requirements

Within the CD89 zone, the Minimum Lot Area must be at least 1,425 sq. m. (15,338 sq. ft.).

4B89-16 Additional Accessory Structure Regulations

Not applicable.

4B89-17 Parking and Loading Regulations:

- (a) Parking shall be provided at a ratio of 2 parking spaces per unit inclusive of designated visitor and parking for persons with disabilities;
- (b) All regular, small car and handicapped parking spaces shall meet the minimum width and length requirements established in Part 10 of this Bylaw;
- (c) Small car parking spaces shall not exceed 36% of the required parking spaces

(d) Vehicular drive aisles shall meet the minimum width requirements established in Part 10 of this Bylaw

(e) A minimum of 19 Class 2 bicycle parking spaces shall be provided

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

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

READ a first time

PUBLIC HEARING held

READ a second time

READ a third time

Certified a true copy of "Bylaw 8149" as at Third Reading

Municipal Clerk

APPROVED by the Ministry of Transportation and Infrastructure on

ADOPTED

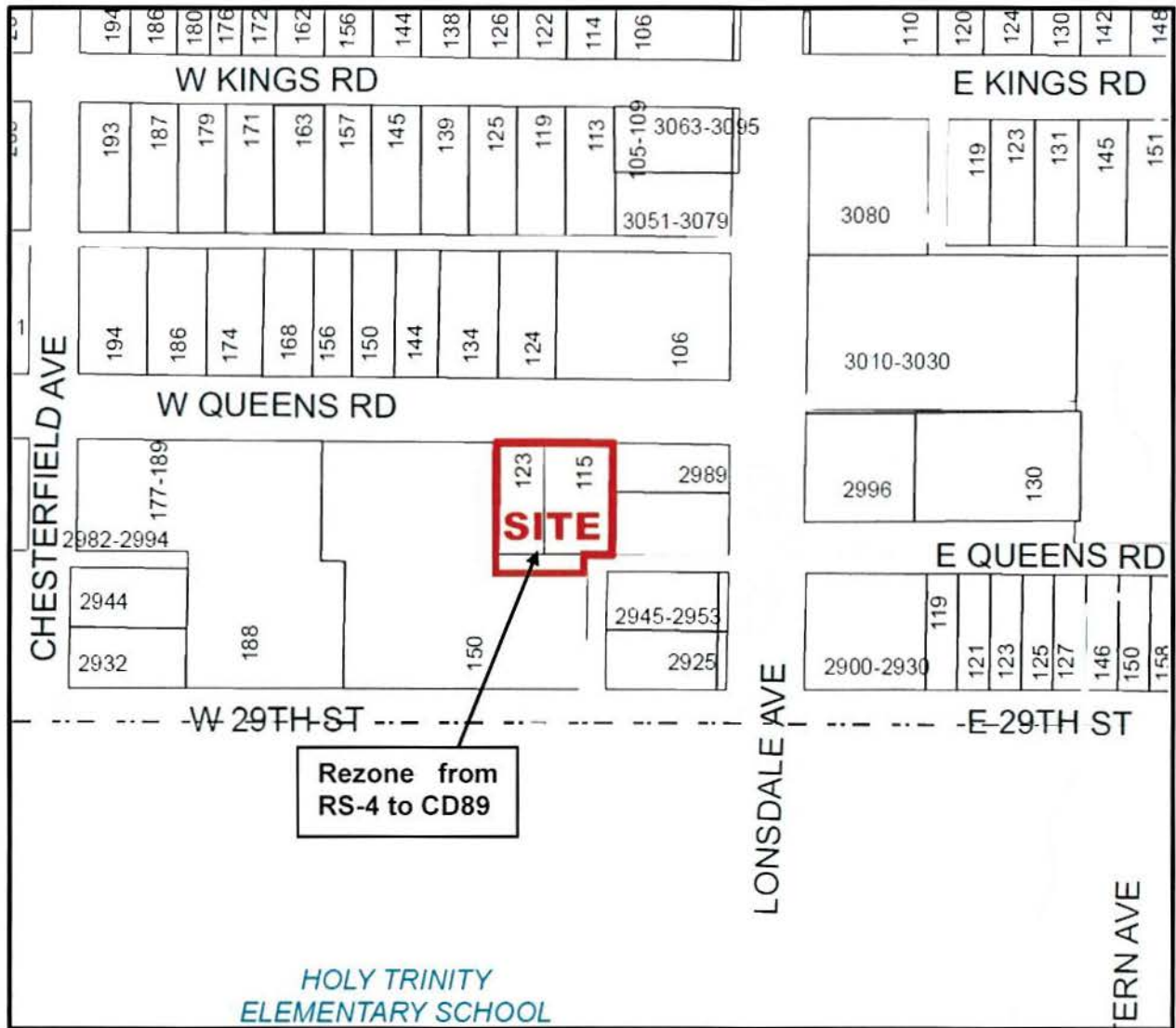
Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8149



The Corporation of the District of North Vancouver**Bylaw 8150**

A bylaw to enter into a Housing Agreement (115 and 123 West Queens Road)

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 8150, 2015 (115 and 123 West Queens Road)".

2. Authorization to Enter into Agreement

2.1 The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and Noort Holdings Ltd., Inc. No. BC0092361 substantially in the form attached to this Bylaw as Schedule "A" with respect to the following lands:

- a) Amended Lot 3 (See 290725L) of Lot B, Blocks 4 to 13, District Lot 2026, Plan 3544C (PID: 012-786-683).
- b) Amended Lot 4 (See 290724L) of Lot B, Blocks 4 to 13, District Lot 2026, Plan 3544C (PID: 002-708-035).

3. Execution of Documents

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

READ a first time

READ a second time

READ a third time

ADOPTED

Mayor

Municipal Clerk

Certified a true copy

Municipal Clerk

Schedule A to Bylaw 8150

SECTION 219 COVENANT – HOUSING AGREEMENT

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

BETWEEN:

Noort Holdings Ltd., Inc. No. BC0092361 of _____
(the “Owner”)

AND:

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

WHEREAS:

1. The Owner is the registered owner of the Lands (as hereinafter defined);
2. The Owner wishes to obtain development permissions with respect to the Lands and wishes to create a development which will contain residential strata units on the Lands;
3. 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
4. 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::

Article 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 14 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.

Article 2 TERM

This Agreement will commence upon adoption by District Council of Bylaw 8114 and remain in effect until terminated by the District as set out in this Agreement.

Article 3 RENTAL ACCOMODATION

3.01 Rental Disclosure Statement

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

- (f) 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
- (g) 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*.

Article 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.

Article 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.

Article 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 affect 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.

Article 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

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

7.07 Governing Law

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

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

CONSENT AND PRIORITY AGREEMENT

GIVEN THAT:

1. _____ (the "Owner") is the Registered Owner of the Land described in Item 2 of Page 1 of the Form C (the "Land");
2. 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");
3. 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
4. Section 207 of the *Land Title Act* permits the Prior Chargeholder to grant priority over a charge to the District as Subsequent Chargeholder.


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

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

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

Summary of Public Information Meeting

Held Nov. 27, 2014

ATTACHMENT 

The project team present at the meeting included:

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

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

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

Questions fielded during the meeting included the following:

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

2.4 Community Inquiries

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

2.5 Response to Public feedback

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

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

PUBLIC HEARING

115 & 123 West Queens Road

14 Unit Townhouse Project

What: A Public Hearing for Bylaw 8149, a proposed amendment to the Zoning Bylaw, to enable the development of a fourteen unit townhouse project at 115 and 123 West Queens Road.

When: 7pm, Tuesday, December 1, 2015

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



What changes? Bylaw 8149 proposes to amend the District's Zoning Bylaw by rezoning the subject site from Residential Single-Family Residential 6000 Zone (RS4) to Comprehensive Development 89 Zone (CD89) to allow the development of a 14 unit townhouse project.

When can I speak? We welcome your input Tuesday, December 1, 2015 at 7 pm. You can speak in person by signing up at the Hearing or you can provide a written submission to the Municipal Clerk at input@dnv.org 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 bylaw are available for review at the Municipal Clerk's Office or online at dnv.org/public_hearing from November 18 to December 1. Office hours are Monday to Friday 8 am to 4:30 pm, except statutory holidays.

Who can I speak to? Erik Wilhelm, Community Planner, at 604-990-2360 or wilhelme@dnv.org.



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