

SCHEDULE "A"
Development Permit Guideline Evaluation

5.2.14. Development Permit Area No. 14 - INDUSTRIAL PARK

Category: Form and Character of Commercial Development

Guidelines have been addressed by the following:

1. Form and character and architectural design are consistent with similar building forms in the Parksville Industrial Park.
2. The exterior finishes of buildings and structures shall be complementary to adjacent developments and natural colour palettes of the area.
3. Landscaping employs native and drought tolerant plants and is designed to blend with adjacent parcels.

I:/Users/Planning/DPermit/2008/08-03/Agenda/Schedule A.

HEROLD
 ENGINEERING LIMITED
 1152 HERRING GULL WAY, PARKVILLE, BC
 TEL: 604-273-1111 FAX: 604-273-1112
 WWW.HEROLD-ENGINEERING.COM

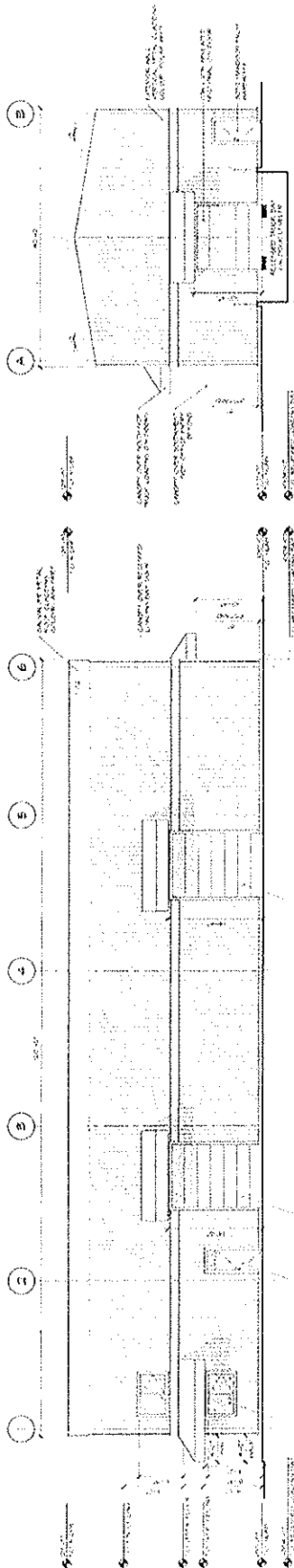
REGISTERED
 APR 11 2008

1152 HERRING GULL WAY, PARKVILLE, BC
NEW PRE-ENG BUILDING
WAREHOUSE

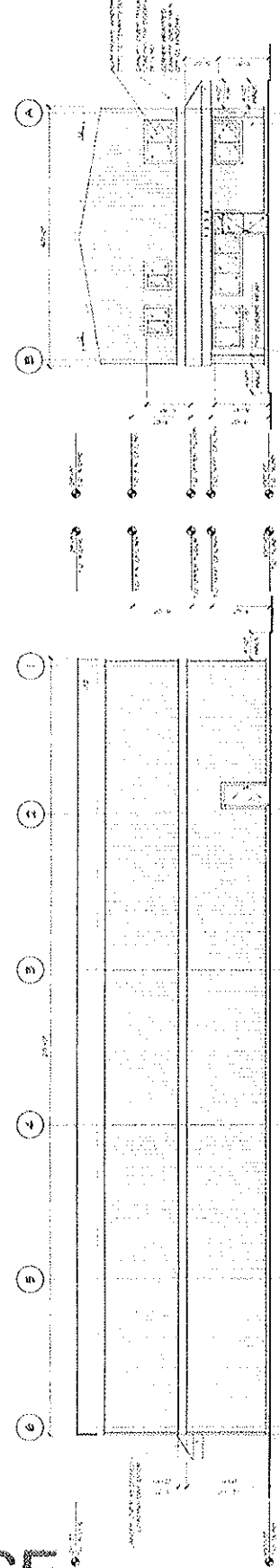
ARCHITECTURAL ELEVATIONS

DATE	14.07.11
BY	SK
CHKD BY	SK
PROJECT NO.	2007-001
REVISED	14.07.11
APP. NO.	14.07.11
SCALE	1/8" = 1'-0"

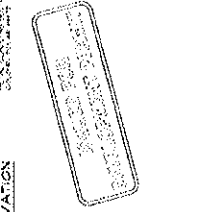
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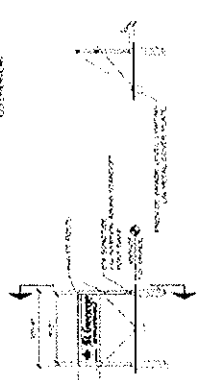
SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



SECTION 1: 1/8" = 1'-0"
 SECTION 2: 1/8" = 1'-0"
 SECTION 3: 1/8" = 1'-0"
 SECTION 4: 1/8" = 1'-0"

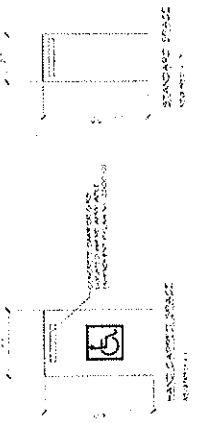
RECEIVED
 APR 11 2006

WAREHOUSE
 NEW PRE-ENG BUILDING
 1152 HERRING GULL WAY, PARKSVILLE, BC
 ST. GEORGE WAY NO. 8 STORAGE

ARCHITECTURAL
 SITE PLAN

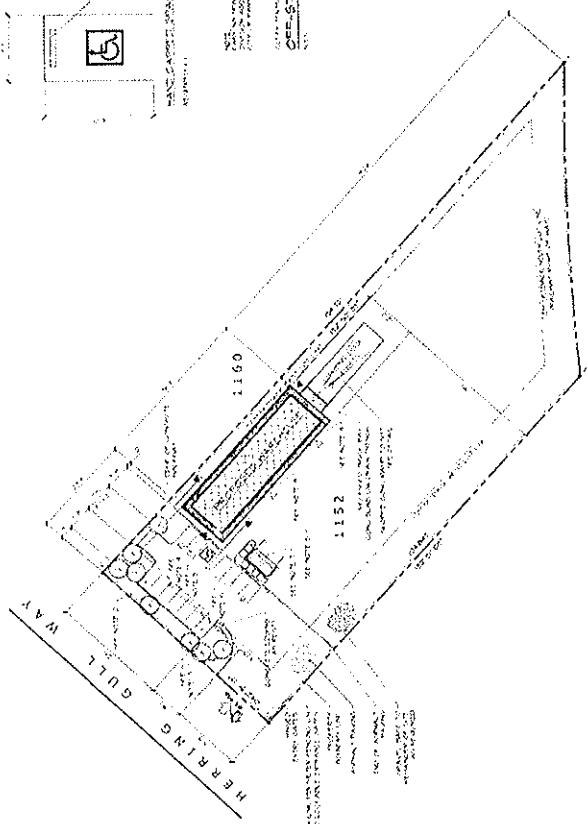
DATE	DESCRIPTION	BY
2006.03.28	ISSUED FOR PERMIT	...
2006.03.28
2006.03.28
2006.03.28

A100



OFF-STREET PARKING SPACE DETAILS
 1. ALL PARKING SPACES SHALL BE 2.44M X 5.18M.
 2. ALL PARKING SPACES SHALL BE PAVED WITH ASPHALT.
 3. ALL PARKING SPACES SHALL BE MARKED WITH WHITE PAINT.
 4. ALL PARKING SPACES SHALL BE LIGHTED.
 5. ALL PARKING SPACES SHALL BE SURVEILLED.
 6. ALL PARKING SPACES SHALL BE MAINTAINED.
 7. ALL PARKING SPACES SHALL BE CLEANED.
 8. ALL PARKING SPACES SHALL BE REPAIRED.
 9. ALL PARKING SPACES SHALL BE REPLACED.
 10. ALL PARKING SPACES SHALL BE REMOVED.

LEGEND
 A. EXISTING BUILDING
 B. EXISTING DRIVEWAY
 C. EXISTING DRIVEWAY
 D. EXISTING DRIVEWAY
 E. EXISTING DRIVEWAY



ESQUIMALT & NANAIMO RAILWAY

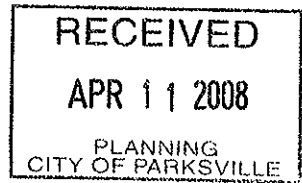
NOTES
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE BC BUILDING CODE.
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE BC FIRE CODE.
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE BC ELECTRICAL CODE.
 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE BC PLUMBING CODE.
 5. ALL WORK SHALL BE IN ACCORDANCE WITH THE BC MECHANICAL CODE.
 6. ALL WORK SHALL BE IN ACCORDANCE WITH THE BC GAS CODE.
 7. ALL WORK SHALL BE IN ACCORDANCE WITH THE BC WASTE MANAGEMENT CODE.
 8. ALL WORK SHALL BE IN ACCORDANCE WITH THE BC ENVIRONMENTAL CODE.
 9. ALL WORK SHALL BE IN ACCORDANCE WITH THE BC OCCUPANCY CODE.
 10. ALL WORK SHALL BE IN ACCORDANCE WITH THE BC ZONING BY-LAW.

PARKING CALCULATION
 TOTAL PARKING SPACES: 10
 TOTAL PARKING AREA: 51.8 SQ. METERS
 TOTAL PARKING PERCENTAGE: 10%

BUILDING INFORMATION
 PROJECT NAME: NEW PRE-ENG BUILDING
 PROJECT ADDRESS: 1152 HERRING GULL WAY, PARKSVILLE, BC
 PROJECT OWNER: ...
 PROJECT ARCHITECT: ...
 PROJECT ENGINEER: ...
 PROJECT DATE: ...

GENERAL NOTES
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE BC BUILDING CODE.
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE BC FIRE CODE.
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE BC ELECTRICAL CODE.
 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE BC PLUMBING CODE.
 5. ALL WORK SHALL BE IN ACCORDANCE WITH THE BC MECHANICAL CODE.
 6. ALL WORK SHALL BE IN ACCORDANCE WITH THE BC GAS CODE.
 7. ALL WORK SHALL BE IN ACCORDANCE WITH THE BC WASTE MANAGEMENT CODE.
 8. ALL WORK SHALL BE IN ACCORDANCE WITH THE BC ENVIRONMENTAL CODE.
 9. ALL WORK SHALL BE IN ACCORDANCE WITH THE BC OCCUPANCY CODE.
 10. ALL WORK SHALL BE IN ACCORDANCE WITH THE BC ZONING BY-LAW.

CONSTRUCTION NOTES
 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE BC BUILDING CODE.
 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE BC FIRE CODE.
 3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE BC ELECTRICAL CODE.
 4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE BC PLUMBING CODE.
 5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE BC MECHANICAL CODE.
 6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE BC GAS CODE.
 7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE BC WASTE MANAGEMENT CODE.
 8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE BC ENVIRONMENTAL CODE.
 9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE BC OCCUPANCY CODE.
 10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE BC ZONING BY-LAW.



THE SUSTAINABLE COMMUNITY BUILDER CHECKLIST



The Sustainable Community Builder Checklist

Environmental Protection and Enhancement			
Please explain how the development protects and/or enhances the natural environment. For example does your development:			
	YES	NO	EXPLANATION
1. Conserve, restore, or improve native habitat?	✓		IT IS A VACANT LOT W/ NO TREES OR SHRUBS. WE WILL ADD THESE.
2. Remove invasive species?	✓		
3. Involve innovative ways to reduce waste, and protect the air quality?	✓		
4. Include an ecological inventory?	✓		
Please explain how the development contributes to the more efficient use of energy. For example does your development:			
	YES	NO	EXPLANATION
5. Use climate sensitive design features (passive solar, minimize the impact of wind, and rain, etc.)?		✓	
6. Provide onsite renewable energy generation such as solar energy or geothermal heating?	✓		GEO. THERMAL HEATING
7. Propose buildings constructed in accordance with LEED, and the accepted green building standards?		✓	

Please explain how the development facilitates good environmentally friendly practices. For example does your development:

		YES	NO	EXPLANATION
8.	Provide onsite composting facilities?		✓	
9.	Provide an area for a community garden?		✓	
10.	Include a car free zone?		✓	
11.	Include a car share program?		✓	

Please explain how the development contributes to the more efficient use of water. For example does your development:

		YES	NO	EXPLANATION
12.	Use drought tolerant plants?	✓		
13.	Use rocks and other materials in the landscaping design that are not water dependant?	✓		
14.	Recycle water and wastewater?		✓	
15.	Provide for zero stormwater run-off?	✓		
16.	Utilize natural systems for sewage disposal and storm water?	✓	✓	STORM WATER IS PUT BACK INTO THE GROUND
17.	Use low flush toilets?	✓		

Please explain how the development protects, enhances or minimizes its impact on the local natural environment. For example does your development:

		YES	NO	EXPLANATION
18.	Provide conservation measures for sensitive lands beyond those mandated by legislation?		✓	
19.	Cluster the housing to save remaining land from development and disturbance?		✓	
20.	Protect groundwater from contamination?		✓	

Please explain how the development protects a 'dark sky' aesthetic by limiting light pollution and light trespass from outdoor lighting. For example does your development:

	YES	NO	EXPLANATION
21. Include <u>only</u> "Shielded" Light Fixtures, where 100% of the lumens emitted from the Light Fixture are projected below an imaginary horizontal plane passing through the highest point on the fixture from which light is emitted?		✓	

Community Character and Design

Does the development proposal provide for a more "complete community" within a designated Village Centre? For example does your development:

	YES	NO	EXPLANATION
22. Improve the mix of compatible uses within an area?		✓	
23. Provide services, or an amenity in close proximity to a residential area?		✓	
24. Provide a variety of housing in close proximity to a public amenity, transit, or commercial area?		✓	

Please explain how the development increased the mix of housing types and options in the community. For example does your development:

	YES	NO	EXPLANATION
25. Provide a housing type other than single family dwellings?		✓	
26. Include rental housing?		✓	
27. Include seniors housing?		✓	
28. Include cooperative housing?		✓	

Please explain how the development addresses the need for attainable housing in Parksville. For example does your development:

	YES	NO	EXPLANATION
29. Include the provisioning of Affordable Housing units?		✓	

Please explain how the development makes for a safe place to live. For example does your development:

		YES	NO	EXPLANATION
30.	Have fire protection, or include fire prevention measures such as removal of dead fall, onsite pumps, etc?	✓		
31.	Help prevent crime through the site design?	✓		
32.	Slow traffic through the design of the road?		✓	

Please explain how the development facilitates and promotes pedestrian movement. For example does your development:

		YES	NO	EXPLANATION
33.	Create green spaces or strong connections to adjacent natural features, parks and open spaces?		✓	
34.	Promote, or improve trails and pedestrian amenities?		✓	
35.	Link to amenities such as school, beach & trails, grocery store, public transit, etc.? (provide distance & type)		✓	

Please explain how the development facilitates community social interaction and promotes community values. For example does your development:

		YES	NO	EXPLANATION
36.	Incorporate community social gathering places? (village square, halls, youth and senior facilities, bulletin board, wharf, or pier)		✓	
37.	Use colour and public art to add vibrancy and promote community values		✓	
38.	Preserve heritage features?		✓	

Economic Development

Does the development proposal infill an existing developed area, as opposed to opening up a new area to development? For example does your development:

		YES	NO	EXPLANATION
39.	Fill in pre-existing vacant parcels of land?	✓		
40.	Utilize pre-existing roads and services?	✓		
41.	Revitalize a previously contaminated area?		✓	

Please explain how the development strengthens the local economy. For example does your development:

		YES	NO	EXPLANATION
42.	Create permanent employment opportunities?	✓		
43.	Promote diversification of the local economy via business type and size appropriate for the area?	✓		
44.	Increase community opportunities for training, education, entertainment, or recreation?		✓	
45.	Use local materials and labour?	✓		
46.	Improve opportunities for new and existing businesses?	✓		
B O N U S	Please explain if there is something unique or innovative about your project that has not been addressed?			

Total Number of "Yes"

18/46

SCORE

%

Disclaimer: Please note that Staff is relying on the information provided by the applicant to complete the sustainability checklist analysis. The City of Parkville does not guarantee that development will occur in this matter.



COMMITTEE OF THE WHOLE REPORT

MAY 26 2008
MAY 26 2008
ONE

May 14, 2008

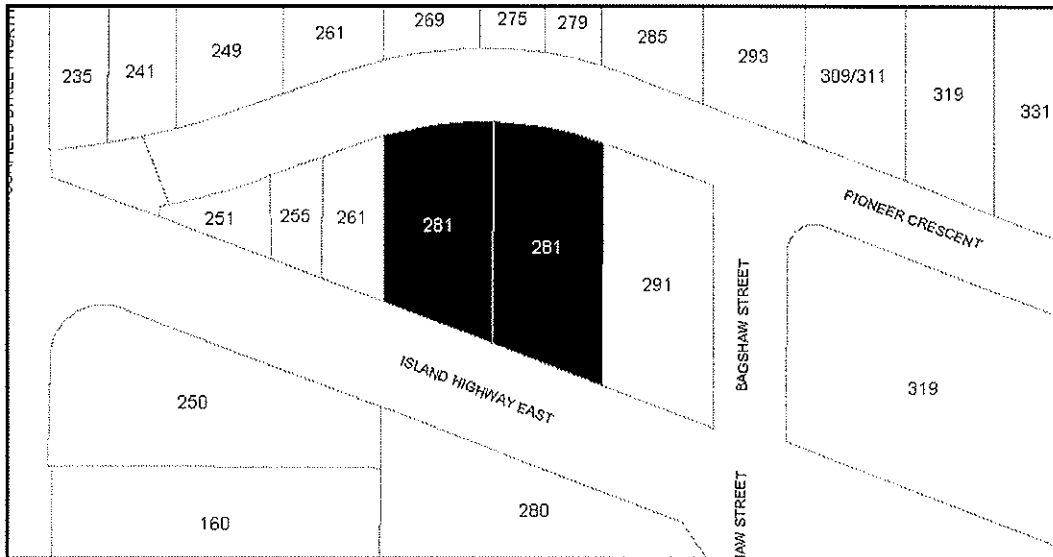
REPORT TO: F. C. MANSON, C.G.A., CHIEF ADMINISTRATIVE OFFICER

FROM: B. C. RUSSELL, MANAGER OF CURRENT PLANNING

SUBJECT: CONSIDERATION OF A REQUEST TO DISCHARGE RESTRICTIVE COVENANT G54355 FROM THAT PART OF LOT 4, DISTRICT LOT 4, NANOOSE DISTRICT, PLAN 5772, LYING TO THE NORTH OF THE NORTHERLY BOUNDARY OF PLAN 638 RW [AND] LOT 5, DISTRICT LOT 4, NANOOSE DISTRICT, PLAN 5772, EXCEPT THAT PART LYING TO THE SOUTH OF PLAN 638 RW
CIVIC: 281 ISLAND HIGHWAY EAST
REGISTERED OWNERS: SUNIL SINGH KHANEJA, MOHINI SINGH KHANEJA, & HARBHAJAN SINGH KHANEJA
FILE: 2450-01

Issue:

Request to discharge a restrictive covenant from Pioneer Plaza



Executive Summary

The City has received a request from the owners of the above noted properties (Pioneer Plaza) to discharge restrictive covenant (G54355) that is registered on title. The restrictive covenant prohibits undertaking parlors, theaters, restaurants, hotel, bus terminal, recreation and places of amusement; refer to the attached covenant for details. The request to remove the covenant is intended to allow for a takeout and delivery pizza deli restaurant in a vacant unit of the existing building. The City is a signatory to the covenant and therefore must consent to its discharge.

... /2

Reference:

Schedule "A"

Restrictive Covenant G54355

Letter from Patrick C. Trelawny of Jones Emery Hargreaves Swan Barristers, Solicitors Notaries Public, Trademark Agents, date stamp received March 17, 2008;

Letter from property owner Har Singh Khaneja date stamp received March 26, 2008;

Excerpt of Highway Commercial CS-1 Zone

Background:

The Pioneer Plaza (lot 4 and 5) are adjacent to other similarly zoned Highway Commercial CS-1 properties to the west. To the east is what was originally Phase 1 of the shopping center; land that is now under separate ownership. Phase 1 is also similarly zoned and in addition subject to Land Use Contract No. 8. For details on the CS-1 Zone please refer to the attachment. To the north the subject properties are bounded by Pioneer Crescent, across from which are Single Family Residential RS-1 zoned properties. To the south the properties are fronted by Island Highway East.

Records indicate that the covenant was registered on title of the properties on July 13th, 1978 prior to construction of what was then a Phase 2 of Pioneer Plaza. Historic documents are silent on what was the original motivation for the covenant. The zoning that was in effect at the time that the covenant was registered has since been repealed and replaced.

The Official Community Plan (OCP) designates the subject property as Highway Commercial, which is subject to the related Commercial Development policies under Section 4.9. From the perspective of OCP policy, this application is consistent with the Highway Commercial guidelines, in that no new commercial land is being incorporated than what is already provided.

Options:

Council may:

1. Direct Staff to discharge the restrictive covenant.
2. Direct Staff to amend the restrictive covenant.
3. Deny the request.

Analysis:

Restrictive covenant G54355, restricts the use of the subject properties beyond that of the current CS-1 zone. The covenant has been in existence for over 30 years and predates the adoption of the current Zoning and Development Bylaw by 14 years and the Official Community Plan by 24 years. A comparison of uses before and after the proposed discharge of the covenant is provided in Schedule "A".

1. Discharging the covenant will allow the full range of uses permitted with the Highway Commercial CS-1 Zone including the proposed pizza deli restaurant. Removal of the covenant will result in the lifting of the restriction on hotel and bus terminal, recreation facility and restaurant use. All other uses restricted by the

covenant such as undertaking parlors, theaters, and places of amusement are prohibited under the current zoning making the covenant redundant with respect to these uses. The restriction on recreational facilities was waived by previous Council to allow for the Fraternal Order of Eagles facility; therefore discharge of the covenant would result in little substantive change. With respect to the removal of the restriction on hotel and bus terminal, it seems unlikely that these properties would be sought after for such uses due to the likelihood that the building and site that would need to be reconfigured for such uses and the fact that many already unencumbered CS-1 Zone properties are available that are not utilized. Uses permitted in the CS-1 Zone appear to generally occur without incident on other similarly zoned and located properties. With respect to removing the restriction to allow for restaurants Staff does not anticipate any insurmountable issues; there are restaurants operating in the vicinity of the subject properties that do so without incident.

As the existing building straddles both properties Staff recommends that as a condition of discharge that the property owners be required to: a) either consolidate the properties as one or b) register a restrictive covenant that prohibits the independent sale of the parcels while the existing building remains standing.

2. Most of the restrictive covenant is redundant under the current zoning and the remainder of uses are, with the exception of restaurant, improbable. There appears to be little advantage to retain the remnants of the covenant in an amended form as such covenants restricting use are generally difficult to administer. If there is a perception that there are prevalent land use conflicts as a result of uses generally permitted in CS-1 Zone then a more appropriate approach would be to direct Staff to review the overall zone. However, at this time Staff is unaware of the prevalence of any such conflicts.
3. Not discharging the covenant will keep the uses permitted on the subject properties in a more restrictive state than those on other CS-1 Zoned properties. Staff is unaware of any existing land use conflicts associated with the prevailing CS-1 Zone that would warrant further restrictions on the subject properties beyond what is already normally restricted on any other similarly zoned property. Not discharging the covenant maintains a regulatory instrument that is difficult to administer due in part to its unique application to the specific properties.

Financial Implications:

The financial implications are strictly the costs of processing.

Recommendation:

That the report from the Manager of Current Planning dated May 14, 2008 entitled "Consideration of a Request to Discharge Restrictive Covenant G54355" be received;

And That restrictive covenant G54355 be discharged from the title of the properties legally described as that part of Lot 4, District Lot 4, Nanoose District, Plan 5772, lying to the north of the northerly boundary of Plan 638 RW and Lot 5, District Lot 4, Nanoose District, Plan 5772, except that part lying to the south of Plan 638 RW (281 Island Highway East) subject to lot

consolidation or the registration of a restrictive covenant in favour of the City prohibiting independent sale of the properties while the current building remains standing.



BLAINE RUSSELL

BR/sh
Attachments

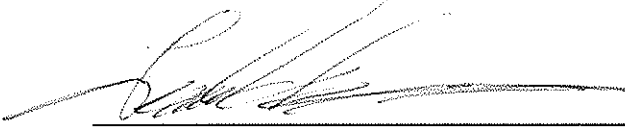
I:/Users/Planning/2450-01/2008/281 IslandHwyEAgenda/Report-1.

DIRECTOR OF ADMINISTRATIVE SERVICES COMMENTS:



L. TAYLOR

CHIEF ADMINISTRATIVE OFFICER COMMENTS:



F. MANSON, C.G.A.

Schedule "A"

Permitted uses (CS-1 zone)	Restricted uses (Covenant G54355)	CURRENT	IF DISCHARGED
Outdoor Sales		permitted	permitted
Automobile Services		permitted	permitted
Office (above 1 st flood only)		permitted	permitted
Food Catering Facility	Restaurants	PROHIBITED	permitted
Recreation Facility	Recreation	RESTRICTION WAIVED	permitted
Community Use		permitted	permitted
Personal Services		permitted	permitted
Shopping Centre		permitted	permitted
Studio		permitted	permitted
Transportation Terminal	Bus terminal	PROHIBITED	permitted
Hotel/Motel	Hotel	PROHIBITED	permitted
Accessory Residential		permitted	permitted
Accessory Parking		permitted	permitted
Accessory Uses		permitted	permitted
	Undertaking Parlors	PROHIBITED	PROHIBITED
	Theaters	PROHIBITED	PROHIBITED
	Places of amusements	PROHIBITED	PROHIBITED

THIS INDENTURE dated the 30th. day of JUNE A.D., 1978.

BETWEEN:

PAR SIX HOLDINGS LTD. (Inc. #176,124),
A Limited Company duly incorporated under
the laws of the Province of British Columbia
and having its registered office at
152 Morison Avenue, Parksville,
British Columbia, VOR 2S0

(hereinafter called "the Owner")

OF THE FIRST PART

AND:

THE CORPORATION OF THE
TOWN OF PARKSVILLE,
194 Memorial Avenue,
Parksville, British Columbia, VOR 2S0

(hereinafter called "the Municipality")

OF THE SECOND PART

WHEREAS Section 24A of the Land Registry Act
provides, inter alia, that there may be registered as annexed
to any land a condition or covenant in favour of a Municipality
that the land or any specified portion thereof is not to be
built on, or is to be or not to be used in a particular manner;

AND WHEREAS the Owner is the owner of that certain
parcels or tracts of land and premises situate, lying and being
in the Nanaimo Assessment District and Town of Parksville, in
the Province of British Columbia, and more particularly known
and described as:

That part of Lot 4,
District Lot 4,
Nanoose District,
Plan 5772, lying to the North of the Northerly
boundary of Plan 638 RW

AND: Lot 5,
District Lot 4,
Nanoose District,
Plan 5772, EXCEPT at part thereof lying
to the South of Pl. 638 RW

(hereinafter called "the said lands")

AND WHEREAS the said lands are as of the date hereof
pursuant to Part 12 of By-Law 460 of the Municipality zoned General

Commercial - C-11 which restricts the use of the said lands and any buildings and structures erected thereon to the uses enumerated in Section 12.01 of the said By-Law.

AND WHEREAS the Owner has applied to the Municipality for permission to erect a building and structure upon the said lands.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the premises and the covenants and agreements hereinafter contained it is agreed as follows:

1. That the Owner will be permitted and is hereby granted a permit to erect a building and structure on the said lands upon the express condition that the said lands and any building and structure erected thereon shall not be used for any of the following permitted uses provided for under the said Section 12.01 of By-Law 460; that is to say;

- (d) hotels
- (e) restaurants including drive-in restaurants
- (h) undertaking parlours
- (k) theatres
- (l) recreation and places of amusements
- (m) bus terminal for the loading and unloading of passengers;

AND UPON the further express condition that the said lands and any building and structure erected thereon shall not be used for the purposes of a liquor store.

2. The Owner will permit a Building Inspector of the Municipality to enter upon the said lands at any time during the day to ensure that the provisions of this agreement have been complied with.

3. The Owner covenants and agrees with the Municipality not to use the said lands contrary to the provisions of this agreement and to observe and comply with all By-Laws, rules

and regulations of the Municipality which may be in force from time to time and in particular, and save as may be varied by the terms of this agreement, all of the provisions of the appropriate zoning By-Laws of the Municipality relating to the zone in which the said lands and premises are situate.

4. The Owner may not sell, assign or otherwise transfer the benefit of this agreement without the consent of the Municipality being first had and obtained.

5. The Owner will pay and indemnify the Municipality against any and all costs, charges, fees and expenses incurred in the preparation, execution, attestation and registration of this agreement.

6. This agreement shall enure to the benefit of and shall be binding upon the parties hereto and their successors and permitted assigns.

7. Any notice, request or demand provided for herein shall be sufficiently given or made if mailed by registered mail in the Town of Parksville, in the Province of British Columbia, postage prepaid. addressed if to the Municipality at:

194 Memorial Avenue,
P.O. Box 1390,
Parksville, B.C., VOR 2S0

and to the Owner at:

P.O. Box 1030,
Parksville, B.C., VOR 2S0

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written.

THE CORPORATE SEAL of the OWNER)
was affixed in the presence of)

Cliff Edmunds)
_____)
Ernie Norwell)
_____)

THE CORPORATE SEAL of the)
MUNICIPALITY was affixed in)
the presence of:)

W.D. Grant)
MAYOR)
B.R. Kirk)
CLERK)

1978-07-13

ATTACHED TO AND
RECORDED WITH THE
THIS DOCUMENT

ATTACHED TO AND
RECORDED WITH THE
THIS DOCUMENT

FORM NO. 206 ACKNOWLEDGMENT OF OFFICER OF A CORPORATION.

Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the 7th. day of July, 1978,
at Parksville, in the Province of British Columbia,
ALF EDMUND HANSEN

~~XXXXXX~~
appeared before me and acknowledged to me that he is the President, who is personally known to me, of PAR SIX HOLDINGS LTD., and that he is the person who subscribed his name to the annexed instrument as President of the said PAR SIX HOLDINGS LTD. and affixed the seal of the said PAR SIX HOLDINGS LTD. to the said instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at Parksville, in the Province of British Columbia, this 7th. day of July one thousand nine hundred and seventy-eight.

D.R. RUDELL
A Commissioner for taking Affidavits for British Columbia.
(D.R. RUDELL)

ATTACHED TO AND
RECORDED WITH THE
THIS DOCUMENT

WHERE THE PERSON MAKING THE ACKNOWLEDGMENT IS PERSONALLY KNOWN TO THE OFFICER TAKING THE SAME, STRIKE OUT THE WORDS IN BRACKET'S.

FORM NO. 206 ACKNOWLEDGMENT OF OFFICER OF A CORPORATION.

Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the 12th. day of JULY, 1978,
at Parksville, in the Province of British Columbia,
BRYAN R. KIRK

~~XXXXXX~~
appeared before me and acknowledged to me that he is the Clerk-Administrator of THE CORPORATION OF THE TOWN OF PARKSVILLE, who is personally known to me, and that he is the person who subscribed his name to the annexed instrument as Clerk-Administrator of the said TOWN OF PARKSVILLE and affixed the seal of the said TOWN OF PARKSVILLE to the said instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at Parksville, in the Province of British Columbia, this 12th. day of July one thousand nine hundred and seventy-eight.

D.R. RUDELL
A Commissioner for taking Affidavits for British Columbia.
(D.R. RUDELL)

ATTACHED TO AND
RECORDED WITH THE
THIS DOCUMENT

WHERE THE PERSON MAKING THE ACKNOWLEDGMENT IS PERSONALLY KNOWN TO THE OFFICER TAKING THE SAME, STRIKE OUT THE WORDS IN BRACKET'S.

JUNE 30th., 1978

PAR SIX HOLDINGS LTD.

TO

THE CORPORATION OF THE
TOWN OF PARKSVILLE

AGREEMENT

DOUGLAS R. RUDELL

Barrister & Solicitor

P.O. Box 609
Parksville, B.C.

JONES EMERY HARGREAVES SWAN
BARRISTERS, SOLICITORS, NOTARIES PUBLIC, TRADEMARK AGENTS

SUITE 1212, 1175 DOUGLAS STREET
VICTORIA, BRITISH COLUMBIA
CANADA V8W 2E1

GEORGE F. JONES, Q.C.
PETER VAARTNOU*
PHILIP J. PENNER*
CLAIRE PAGÉ

MICHAEL J. HARGREAVES*
ANTHONY R. BORZONI*
JOHN S. WALDIE*
LAYLEE ROHANI

TERRANCE D. SWAN*
PATRICK C. TRELAWNY*
JENNIFER COULTER
DEVON C. WINDSOR

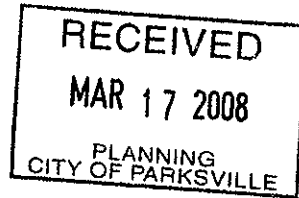
PHONE: (250) 382 7222
FAX: (250) 382-5436
E-MAIL: ptrelawny@jonesemery.com

ASSOCIATE COUNSEL: E.H. ALAN EMERY, Q.C.

OUR FILE: 08-0261

March 13, 2008

City of Parksville
100 Jensen Avenue East
PO Box 1390
Parksville, BC V9P 2H3



DELIVERED VIA COURIER

Attention: Blaine Russell, Planning Department

Dear Sir or Madam:

**Re: Sunil Singh Khaneja and Mohini Singh Khaneja
Pioneer Plaza, 281 East Island Highway, Parksville, BC
o/a Juno Properties
Part of Lot 4 and Lot 5, District Lot 4, Nanoose District, Plan 5772**

We act on behalf of the Khanejas with respect to the above property. We enclose for your information the following:

1. Title search; and
2. Copy of Instrument No. G54355 (the "Covenant").

Our client has requested that we apply to the City of Parksville for the release and discharge of the Covenant. Please note the following:

1. The Covenant was registered prior to the present zoning by-laws that govern usage of the lands and may now be considered redundant.
2. Our client has been advised by officials of the City of Parksville that they are unaware as to the original purpose behind registration of the Covenant. Therefore, there may be no present purpose behind the Covenant.
3. Enclosed for your information is a copy of what we understand to be the present applicable zoning by-law for the property (C-3 – Town Centre Commercial). You will note that permitted uses under Town Centre Commercial include the following permitted uses which we contrast with restrictions under the Covenant:

1.1(d) – Hotels	63.02(i) – Hotels
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* Denotes Law Corporation
+ Member of the British Columbia Mediator Roster Society
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1.1(e) - Restaurants including drive-in restaurants	63.02(d) – Cafes and restaurants
1.1(h) - Undertaking parlours	63.02(n) - Retail stores 63.02(l) - Personal service establishments
1.1(k) – Theatres	63.02(e) – Commercial entertainment uses including ... theatres
1.1(l) – Recreation and places of amusement	63.02(e) – Commercial entertainment uses including ... amusement parks
1.1(m) - Bus terminals	63.02(r) – Transportation terminals
1.1 - Liquor stores	63.02(n) –Retail stores

The one area in which there does not appear to be conflict, being drive-in restaurants, may be considered improbable in light of the present configuration and building locations.

4. Our client as the registered owner of the property is fully in support of the release and discharge of the Covenant.
5. It is our client's position that the private restrictions set out in the Covenant should be replaced by the public restrictions set out in the zoning by-law and that the Covenant should be discharged so that there is no ambiguity as to the application of restrictions and permissions.

If you have any questions or require further information with respect to this application, please contact me. We enclose our client's cheque in the sum of \$500.00 in payment of your application fee. We look forward to hearing from you as to the status of your review and disposition of this matter.

Yours truly,

Per: 

PATRICK C. TRELAUNY
PCT:am

Enclosures

c: Har Singh Khaneja (via e-mail)

JUNO PROPERTIES

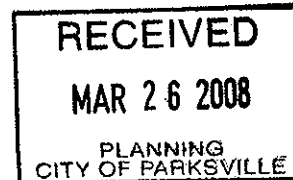
4029 Cavallin Court
Victoria, BC V8N 5P9

Telephone (250) 818-1468
Facsimile (604) 648-8332

March 26, 2008

ATTENTION: BLAINE RUSSELL

**Manager of Current Planning
City of Parksville
100 Jackson Avenue East
P.O. Box 1390
Parksville, BC V9P 2H3**



VIA FAX (250) 954-4685

Dear Blaine:

**SUBJECT: LOT 4 AND 5 DISTRICT LOT 4, NANOOSE DISTRICT, PLAN 5772
(281 ISLAND HIGHWAY EAST)**

It was good to meet you earlier today and discuss our request to remove indenture no. G54355 of June 30th 1978.

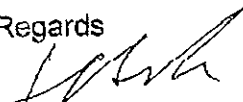
Currently, we have an approximately 1,000 sq ft unit vacant for the past 8 months. In the past we have been approached by Subway and Quizno to locate in the plaza but the restriction in the indenture against restaurant use has stymied their interest.

We have now been approached by a business to open a Takeout Pizza Deli and Meal Delivery Service in the vacant unit. The timely removal of the indenture would allow us to bring a new takeout and meal delivery service to the residents of Parksville and fill a vacancy in the Plaza.

As you appreciate, the current zoning permits the use for restaurants and take out service. In fact on both sides of our property (Pioneer Plaza I) including Pioneer Plaza II have no such restriction and currently have restaurants on the premises.

Thank you for your assistance.

Regards


Har Singh Khaneja

214 HIGHWAY COMMERCIAL**CS-1**

This zone is intended to provide convenient shopping opportunities for those travelling in vehicles on the Island Highway and Alberni Highway.

214.1 Permitted Land Uses (b)**Minimum Lot Size**

Outdoor Sales	2,000 m ²
Automobile Services	2,000 m ²
Office (a)	500 m ²
Food Catering Facility	2,000 m ²
Recreation Facility	4,000 m ²
Community Use	N/A
Personal Services	1,000 m ²
Shopping Centre (c) (AMENDMENT BYLAW NO. 2000.6)	4,000 m ²
Studio	500 m ²
Transportation Terminal	2,000 m ²
Hotel/Motel First Unit Each additional Unit	2,000 m ² 70 m ²
Accessory Residential	N/A
Accessory Parking	N/A
Accessory Uses	N/A

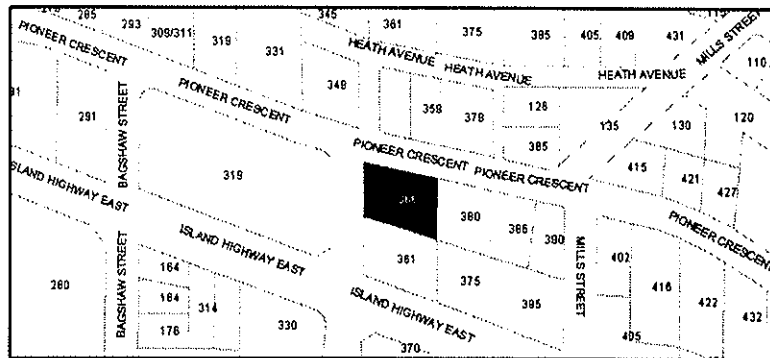
- (a) above the first storey only;
- (b) including drive-through uses; (AMENDMENT BYLAW NO. 2000.3)
- (c) office use permitted above the first storey only. (AMENDMENT BYLAW NO. 2000.6)

214.2 Site Specific Permitted Land Uses as follows: (AMENDMENT BYLAW NO. 2000.57)

In addition to the permitted land uses specified in Section 214.1 of this zone, **Automobile Parking** is a permitted land use on a site specific basis only on the property legally described as That Part of Lot 3, District Lot 4, Nanoose District, Plan 7435, Lying to the North of a Straight Boundary Joining the Points of Bisection of the East and West Boundaries of Said Lot 3 (360 Pioneer Crescent).

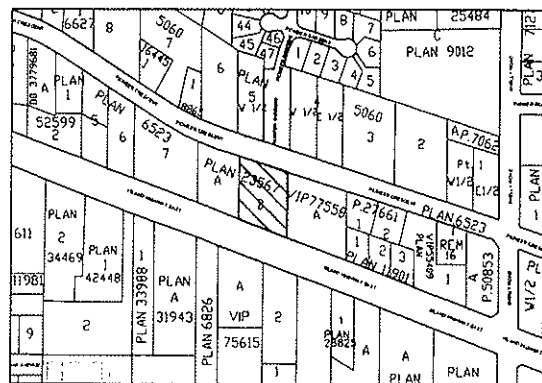
Schedule "A" of Bylaw No. 2000.57

Corporate Administrator



214.3 Site Specific Permitted Land Uses as follows: (AMENDMENT BYLAW NO. 2000.52)

- a) In addition to the permitted land uses specified in Section 214.1 of this zone, a Martini and Wine Lounge is a permitted land use on a site specific basis only on the property legally described as Lot B, District Lot 4, Nanoose District, Plan 23567 (491 Island Highway East) shown hatched on the sketch plan marked Schedule "A" attached to and forming part of this bylaw.
 - i. **Martini and Wine Lounge** means a limited scale Liquor-Primary establishment licensed to serve liquor pursuant to *Liquor Control and Licensing Act*, and amendments thereto, and may include the serving of snack foods, playing of background music but specifically excludes the activities of dancing or burlesque.



214.4 Buildings and Structures**Maximum Number,
Size and Height**

Height of Principal Building	7.5 m
Height of Accessory Buildings and Structures	5.0 m
Dwelling Units per Parcel	1

214.5 Minimum Building Setbacks:

Use	Front Lot Line Setback	Rear Lot Line Setback	Exterior Lot Line Setback	Interior Lot Line Setback
Principal Building	3.0 m	3.0 m	3.0 m	0 m
Accessory Buildings and Structures	15.0 m	3.0 m	3.0 m	0 m

except where the lot line abuts a residential zone, in which case the setback shall not be less than 7.5 m.

214.6 Landscaping and Screening:

Landscaping and screening shall comply with the requirements contained in Division 500 of this Bylaw.

214.7 Off-Street Parking and Loading:

Off-street parking and loading shall be provided according to Division 400 of this Bylaw.

214.8 Maximum Lot Coverage in Total: 50%**214.9 Play and Recreation Area Requirements: no requirement****214.10 Other Requirements:**

(a) Maximum Floor Area Ratio: .60