

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

**TOWNSHIP OF LANGLEY ZONING BYLAW 1987 NO. 2500
AMENDMENT (BEACH BAY PROJECTS INC.) BYLAW 2020 NO. 5553**

EXPLANATORY NOTE

Bylaw 2020 No. 5553 rezones property located at 4634 – 217A Street to Residential Zone R-1D to permit the subdivision of six fee simple single family lots.

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

**TOWNSHIP OF LANGLEY ZONING BYLAW 1987 NO. 2500
AMENDMENT (BEACH BAY PROJECTS INC.) BYLAW 2020 NO. 5553**

A Bylaw to amend Township of Langley Zoning Bylaw 1987 No. 2500

The Municipal Council of the Corporation of the Township of Langley, in Open Meeting Assembled, ENACTS AS FOLLOWS:

1. This Bylaw may be cited for all purposes as "Township of Langley Zoning Bylaw 1987 No. 2500 Amendment (Beach Bay Projects Inc.) Bylaw 2020 No. 5553".
2. The "Township of Langley Zoning Bylaw 1987 No. 2500" as amended is further amended by rezoning the lands described as:

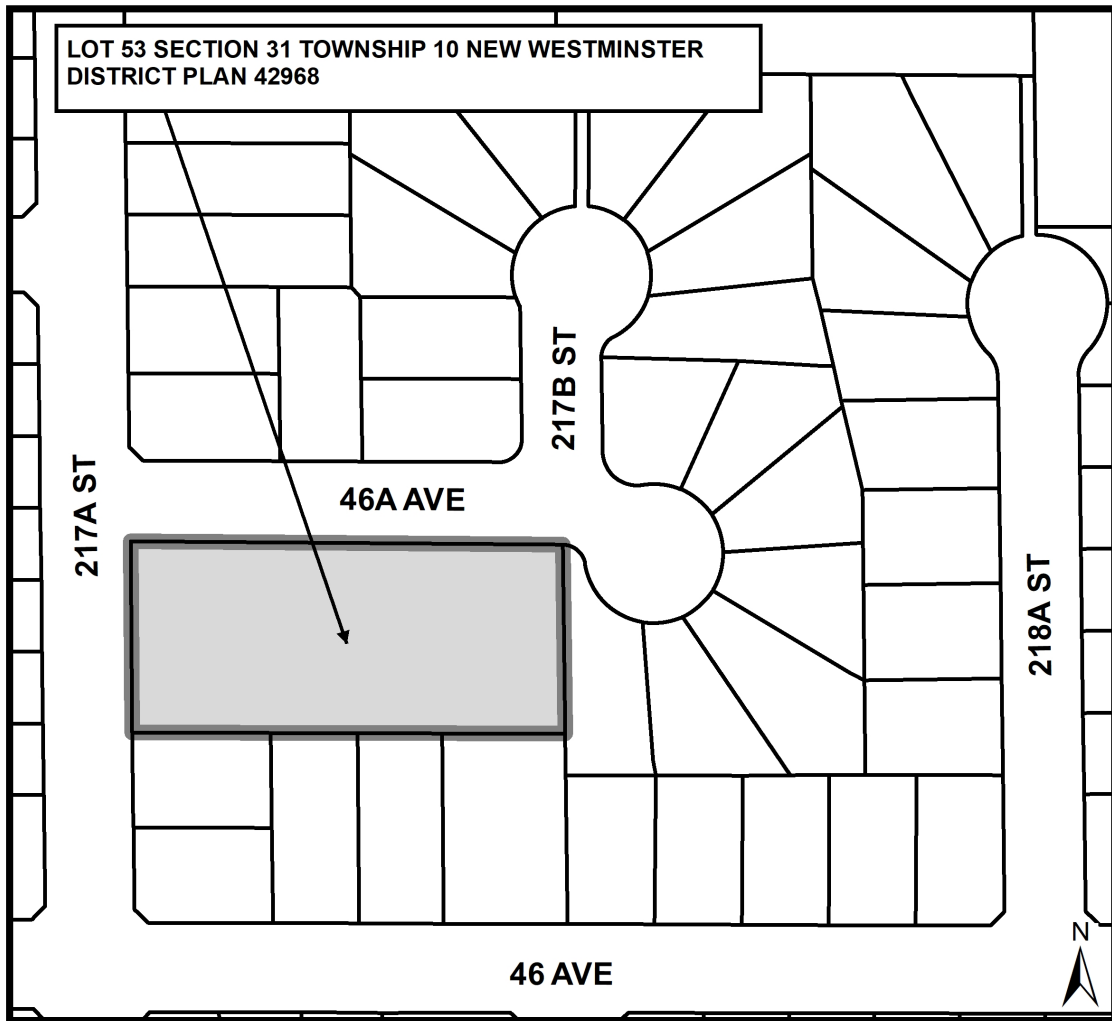
Lot 53 Section 31 Township 10 New Westminster District Plan 42968

As shown delineated on Schedule "A" attached to and forming part of this Bylaw to Residential Zone R-1D.

READ A FIRST TIME the	10	day of	February	, 2020.
READ A SECOND TIME the	10	day of	February	, 2020.
PUBLIC HEARING HELD the	24	day of	February	, 2020.
READ A THIRD TIME the	24	day of	February	, 2020.
ADOPTED the		day of		, 2021.

_____	Mayor	_____	Township Clerk
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SCHEDULE 'A' BYLAW NO. 5553



THE CORPORATION OF THE TOWNSHIP OF LANGLEY

TOWNSHIP OF LANGLEY PHASED DEVELOPMENT AGREEMENT

(BEACH BAY PROJECTS INC.) BYLAW 2020 NO. 5554

EXPLANATORY NOTE

Bylaw 2020 No. 5554 authorizes the Township of Langley to enter into a phased development agreement with Beach Bay Projects Inc.

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

**TOWNSHIP OF LANGLEY PHASED DEVELOPMENT AGREEMENT
(BEACH BAY PROJECTS INC.) BYLAW 2020 NO. 5554**

A Bylaw to enter into a phased development agreement;

The Municipal Council of the Corporation of the Township of Langley, in Open Meeting Assembled, ENACTS AS FOLLOWS:

1. This Bylaw may be cited for all purposes as "Township of Langley Phased Development Agreement (Beach Bay Projects Inc.) Bylaw 2020 No. 5554".
2. Appendix "A" is a copy of the phased development agreement.
3. If any section, subsection, sentence, clause or phrase of this Bylaw is for any reason held to be invalid by a court of competent jurisdiction, the invalid portion shall be severed and the holding of invalidity shall not affect the validity of the remainder of the Bylaw.
4. The Township enters into, and the Mayor and Corporate Officer, are authorized to execute that certain form of phased development agreement attached to and forming part of this bylaw as Appendix "A".

READ A FIRST TIME the	10	day of	February	, 2020.
READ A SECOND TIME the	10	day of	February	, 2020.
NOTICE WAS ADVERTISED ON	14, 19	day of	February	, 2020.
PUBLIC HEARING HELD the	24	day of	February	, 2020.
READ A THIRD TIME the	24	day of	February	, 2020.
ADOPTED the		day of		, 2021.

_____ Mayor _____ Township Clerk

BYLAW NO. 5554 - APPENDIX "A"**PHASED DEVELOPMENT AGREEMENT****(Beach Bay Projects Inc.)****THIS AGREEMENT** dated for reference _____, 2020**BETWEEN:****Beach Bay Projects Inc.**

100 – 2429 – 152 Street

Surrey, BC V4P 2N7

(the “**Developer**”)**AND****The Corporation of the Township of Langley**

20338-65 Avenue

Langley, BC V2Y 3J1

(the “**Township**”)**THIS AGREEMENT WITNESSES** that, pursuant to section 516 of the *Local Government Act*, and in consideration of the promises hereby contained, the parties agree as follows:**Definitions**

1. In this Agreement

“Amenities” means collectively the Cash in Lieu and the dedication of the Roads pursuant to this Agreement;**“Authorized Assignee”** has the meaning in section 21;**“Cash in Lieu”** has the meaning set out in section 2;**“Development”** means the design and construction on the Lands of residential development consisting of six single family units, together with all servicing works and landscaping, as shown on the Site Plan;**“Development Variance Permit”** means the Development Variance Permit No. 100110 to vary minimum frontage provisions in the Zoning Bylaw in respect to the Development, a copy of which is attached as Schedule D;**“Lands”** means the lands and premises legally described as, PID: 006-575-790, Lot 53 Section 31 Township 10 New Westminster District Plan 42968, as subdivided from time to time.**“PDA Bylaw”** means the bylaw authorizing the entering into of this Agreement, being the “Township of Langley Phased Development Agreement Bylaw 2020, No. 5554”;**“Policy”** means the Community Amenity Contributions Policy No. 07-166, as

amended from time to time;

“Rezoning Bylaw” means Zoning Bylaw Amendment 2020 No. 5553, a copy of which is attached as Schedule C, rezoning the Lands to Residential Zone R-1D, as it is on the date of the adoption of the Rezoning Bylaw;

“Roads” means the east half of 217A Street and the south half of 46A Avenue as shown generally on the Site Plan, and as otherwise necessary in accordance with the Township’s Master Transportation Plan, Subdivision and Development Servicing Bylaw and the Murrayville Community Plan;

“Site Plan” means the plan attached as Schedule A;

“Specified Bylaw Provisions” means any and all provisions of the Rezoning Bylaw and of the Zoning Bylaw provisions under R-1D, as varied by the Development Variance Permit, that regulate:

- (a) the use of land, buildings and other structures;
- (b) the density of the use of land, buildings and other structures;
- (c) the siting, size and dimensions of:
 - (i) buildings and other structures; and
 - (ii) uses that are permitted on the land; and
- (d) the location of uses on the land and within buildings and other structures;
- (e) the shape, dimensions and area, including the establishment of minimum and maximum sizes, of parcels of land that may be created by subdivision; or
- (f) the conditions that will entitle an owner to different density regulations;

“Term” means three years from the date on which the Township executes this Agreement, following the adoption of the PDA Bylaw; and

“Zoning Bylaw” means Township of Langley Zoning Bylaw No. 2500, 1987, as amended by the Rezoning Bylaw.

Amenities and Restrictions

2. The Developer will deliver to the Township the amount of \$34,038.00 (the **“Cash in Lieu”**). The Cash in Lieu represents an amount in lieu of municipal facilities and services for the benefit of the residents of the Township contemplated in the Policy and calculated in accordance with the Policy.
3. The Cash in Lieu will be payable at a time in accordance with the Policy, being one of the following, at the discretion of the Township:
 - (a) prior to the adoption of the Rezoning Bylaw; or
 - (b) at the time of issuance of a development permit or a building permit for the

Development, provided that the entire Cash in Lieu amount is secured by a letter of credit, and provided that if the Developer has not applied for a development permit or a building permit one week before the end of the Term, the Cash in Lieu will be due and payable on the day that is one week before the end of the Term.

4. The delivery of the Cash in Lieu does not exempt the Developer or the Development from any other requirements or conditions imposed in connection with the Rezoning Bylaw, in connection with the subdivision of the Lands, or in connection with any development or building permit for the Development.
5. The Developer will survey and diligently seek all necessary approvals to dedicate areas necessary to widen or to create the Roads as municipal roads pursuant to section 107 of the *Land Title Act*, or as otherwise may be acceptable to the Township, with the intent of transferring the freehold in the Roads to the Township. The areas required as Roads will be consistent with the Township's Master Transportation Plan, the Subdivision and Development Servicing Bylaw and the Murrayville Community Plan.
6. The Developer will not apply for any development permit, building permit or subdivision of the Lands or the Development, and the Township or the Township's approving officer will have no obligation to consider any such application, until the Developer has complied with sections 2 and 5, to the satisfaction of the Township.
7. The Lands will only be subdivided as necessary to create the layout shown on the Site Plan, unless authorized by the Township in writing in advance. The Developer will not apply to file a subdivision plan (under the *Land Title Act*), a strata plan (under the *Strata Property Act*) or otherwise create shared interest in the Lands that is different from the layout shown on the Site Plan. The Township and the Township's approving officer will have no obligation to consider any application for subdivision inconsistent with the Site Plan.

Bylaw Changes

8. Changes made during the Term to the Specified Bylaw Provisions will not apply to the Development or the Lands, unless:
 - (a) the changes fall within the limits established by section 516 of the *Local Government Act*, being:
 - (i) changes to enable the Township to comply with an enactment of British Columbia or of Canada;
 - (ii) changes to comply with the order of a Court or arbitrator or another direction in respect of which the Township has a legal requirement to obey;
 - (iii) changes that, in the opinion of the Township, are necessary to address a hazardous condition of which the Township was unaware at the time it entered into this Agreement; and
 - (iv) other changes that may be made as a result of an amendment to the *Local Government Act*;

- (b) this Agreement has been terminated; or
 - (c) the Developer has agreed in writing that the changes apply.
9. In the event of the repeal of the Zoning Bylaw in its entirety, including where that bylaw is replaced by one or more bylaws under the *Local Government Act*, the Specified Bylaw Provisions will continue to apply to the Lands for the balance of the Term, despite such repeal.
 10. The agreement of the Developer that changes to provisions of the Zoning Bylaw that fall within the definition of the Specified Bylaw Provisions will apply to the Development or the Lands will only be effective if it is in writing and includes the terms set out in Schedule B.
 11. Changes made to the provisions of the Zoning Bylaw that do not fall within the definition of the Specified Bylaw Provisions will apply to the Development and the Lands. The interpretation of whether a section in the Zoning Bylaw is one of the Specified Bylaw Provisions is not impacted by the headings used in the Zoning Bylaw.

Amendment

12. No amendment to this Agreement will be effective unless it is made in writing and is duly executed by the Developer and the Township.
13. The Township, by resolution without a new public hearing, and the Developer, may agree to “minor amendments” of this Agreement. For the purposes of this Agreement, a “minor amendment” is any amendment other than one that proposes the renewal or extension of this Agreement or changes to any of the following provisions of this Agreement:
 - (a) the Lands;
 - (b) the definition of the Specified Bylaw Provisions;
 - (c) the Term of this Agreement;
 - (d) the provision of this Agreement regarding what cannot constitute a minor amendment; or
 - (e) the provisions of this Agreement regarding transfer.
14. Nothing in section 13 prevents the Township from deciding to hold a public hearing in advance of a minor amendment to this Agreement if it so chooses.
15. A public hearing is required as a precondition to an amendment to this Agreement that is not a minor amendment.

Term, Termination and Enforcement

16. This Agreement will be in place during the Term after which it will expire and all rights
- {00597652; 2 }

granted herein will terminate, except as expressly stated otherwise.

17. The parties may terminate this Agreement by mutual written agreement at any time before the transfer of a subdivided parcel within the Lands to a third party.
18. Without limiting the Township's rights at law or in equity, if the Developer is in default of any one or more of its obligations, and has not corrected the default within 30 days of written notice by the Township, the Township may terminate this Agreement by written notice to the Developer. If Cash in Lieu has not been delivered, Cash in Lieu will be due and payable immediately upon the Township issuing the notice of termination.
19. Whether or not the Developer proceeds with the Development during the Term:
 - (a) the expiry or termination of this Agreement will not entitle the Developer to recover any portion of the Amenities or to seek restitution in relation thereto or in relation to any other obligation of the Developer as performed. The Developer further agrees that the Township's covenant that the Specified Bylaw Provisions will not be amended during the Term constitutes sufficient consideration for the Amenities; and
 - (b) the Developer will not commence or advance a legal proceeding of any kind to seek to quash, set aside, hold invalid this Agreement, or the Zoning Bylaw, or to recover any portion of the Amenities, or seek restitution in relation to any of the Amenities, and if does any of the foregoing, the Township may provide this Agreement to a Court as a full and complete answer.

Rights and obligations upon title transfer

20. Nothing in the Agreement limits the right of the Developer to sell all, or any portion of, the Lands.
21. The Developer may only assign its rights under this Agreement to a transferee of registered fee simple interest in the Lands, or a portion of the Lands, provided that the transferee is a company, partnership, individual or other entity that is not in receivership or bankruptcy (the "**Authorized Assignee**").
22. In the event of a transfer of registered fee simple interest in the Lands or a subdivided portion of the Lands, the following will apply:
 - (a) the Developer's obligations under this Agreement, and all restrictions on land use and subdivisions contained in this Agreement, will be automatically binding on the transferee;
 - (b) if the transferee is an Authorized Assignee, the rights of the Developer under section 8 of this Agreement will be automatically assigned to the transferee either: (1) in respect to the Lands, if the transferee acquired the Lands, or (2) in respect to a portion of the Lands acquired by the transferee, if the transferee acquired a portion of the Lands. For greater certainty, in respect to a transfer of a portion of the Lands, the transferee's agreement under section 8(c) is only required in respect to

the portion of the Lands acquired by the transferee; and

- (c) unless otherwise stated in a written assignment and assumption agreement between the Township, the Developer and the transferee, in the form satisfactory to the Township:
 - (i) the obligations of the Developer to the Township under this Agreement will remain in place, jointly and severally with the transferee and the Township may enforce this Agreement against the Developer, the transferee or both, in its discretion; and
 - (ii) the Developer will be liable for any breach of this Agreement that occurred while the Developer was the owner of or had an interest in the Lands.

Other

- 23. This Agreement will enure to the benefit of and will be binding upon the parties hereto, and their respective successors and permitted assigns.
- 24. All obligations of the Developer hereunder are subject to the Developer being able to obtain all bylaw and statutorily required approvals therefor.
- 25. This Agreement does not restrict any discretion of the Township's Council or officials under its or their statutory powers, apart from the restrictions expressly provided for herein and as provided for in section 516 of the *Local Government Act*.
- 26. The Developer and the Township will do all further acts as may be necessary for carrying out this Agreement, including without limitation execution of all required documentation and alterations required to achieve registration at the Land Title Office.
- 27. This Agreement (including consequential agreements contemplated herein) is the entire agreement (verbal or written) between the parties regarding the Specified Bylaw Provisions, Amenities, and the payment of Cash in Lieu. The parties acknowledge and agree that the Developer and the Township may enter into other agreements and covenants in respect to the Rezoning Bylaw, the Development and the Lands, including a servicing agreement for the construction of the Roads and other servicing for the Development, development works agreement, latecomer agreements, rights of way pursuant to section 218 of the *Land Title Act*, and covenants pursuant to section 219 of the *Land Title Act*.
- 28. Time is of the essence of this Agreement.
- 29. All obligations of the parties will be suspended so long as the performance of such obligation is prevented, in whole or in part, by reason of labour dispute, fire, act of God, unusual delay by common carriers, earthquake, act of the elements, riot, civil commotion or inability to obtain necessary materials on the open market, and the period in which any party is required to perform any such obligation is extended for the period of such suspension. The impact of the Developer's financial circumstances upon the Developer's ability to perform this Agreement does not suspend the Developer's obligations under this Agreement. This provision does not extend the Term.

Furthermore, delays in Development (for any reason) will not result in extension of the Term.

30. No provision of this Agreement is to be considered to have been waived by a party unless the waiver is expressed in writing by the party. The waiver by a party of any breach by another party of any provision is not to be construed as or constitute a waiver of any further or other breach.
31. If any part of this Agreement other than section 8 is held to be invalid, illegal or unenforceable by a Court having the jurisdiction to do so, 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. In the event that section 8 is held to be invalid, illegal or unenforceable by a Court having jurisdiction to do so, such a holding will not limit such nonconforming use protection as has accrued to the Developer or transferee in connection with the subdivision and development of the Lands in keeping with the Site Plan, including by way of the doctrine of “commitment to use”, nor the application of the law related to unjust enrichment.

Interpretation

32. In this Agreement:
 - (a) the headings and captions are for convenience only and do not form a part of this Agreement and will not be used to interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions;
 - (b) the word “including” when following any general term or statement is not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar terms or matters but rather as permitting it to refer to other items or matters that could reasonably fall within its scope;
 - (c) a reference to currency means Canadian currency;
 - (d) a reference to a statute includes every regulation made pursuant thereto, all amendments to the statute or to any such regulation in force from time to time and any statute or regulation that supplements or supersedes such statute or any such regulation;
 - (e) a reference to time or date is to the local time or date in Langley, British Columbia;
 - (f) a word importing the masculine gender includes the feminine or neuter, and a word importing the singular includes the plural and vice versa;
 - (g) a reference to approval, authorization, consent, designation, waiver or notice means written approval, authorization, consent, designation, waiver or notice; and
 - (h) a reference to a section means a section of this Agreement, unless a specific reference is provided to a statute.
33. This Agreement is to be construed in accordance with and governed by the laws

applicable in the Province of British Columbia.

Indemnity and Release

34. The Developer will indemnify and save harmless the Township from and against all claims (first and third person), demands, fines, penalties, costs and expenses (including legal fees) (collectively, “**Claims and Expenses**”) that the Township may suffer as a result of a breach by the Developer of this Agreement.
35. The Developer hereby releases and forever discharges the Township from all Claims and Expenses that the Developer may suffer as a result of this Agreement or the exercise by the Township of its rights under this Agreement.
36. The indemnity and release provisions in sections 35 and 36 will survive the expiry or termination of this Agreement.

Notice

37. A notice, demand, statement, request or other evidence required or permitted to be given hereunder must be written and will be sufficiently given if delivered in person or by registered mail, as follows:

- (a) if to the Developer:

Beach Bay Projects Inc.
100 – 2429 – 152 Street
Surrey, BC V4P 2N7

- (b) if to the Township:

The Corporation of the Township of Langley
20338-65 Avenue
Langley, BC V2Y 3J1

Attention: General Manager, Engineering and Community Development

Either party may give notice to the others of a change of address after which the address so specified will be considered to be the address of the party who gave the notice. Any notice, demand, statement, request or other evidence delivered in person will be considered to have been given at the time of personal delivery and if delivered by registered mail, on the date of receipt.

Execution

38. This agreement may be executed in counterparts and may be electronically delivered.

Costs

39. Every obligation of the Developer under this Agreement must be satisfied by the Developer at its sole cost.

Schedules

40. The following schedules are annexed to and form part of this Agreement:

Schedule A – Site Plan

Schedule B – Form for Agreement to Bylaw Changes

Schedule C – Copy of the Rezoning Bylaw and of provisions related to R-1D

Schedule D – Development Variance Permit No. 100110

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

BEACH BAY PROJECTS INC.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

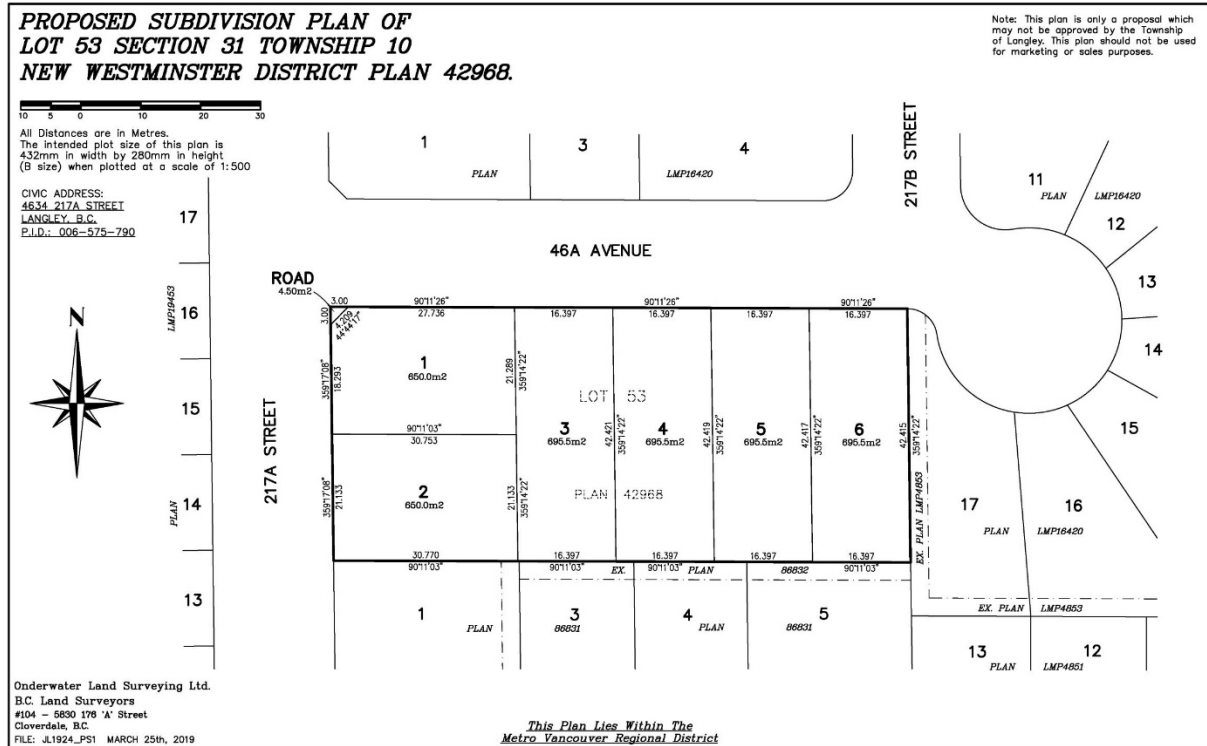
**THE CORPORATION OF
THE TOWNSHIP OF
LANGLEY**

Per: _____

Per: _____

SCHEDULE A

SITE PLAN



SCHEDULE B
FORM FOR AGREEMENT TO BYLAW CHANGES

This AGREEMENT dated for reference the ____ day of ____, ____

BETWEEN:

Beach Bay Projects Inc.
 100 – 2429 – 152 Street
 Surrey, BC V4P 2N7

(collectively, the “**Developer**”)

AND:

The Corporation of the Township of Langley
 20338-65 Avenue
 Langley, BC V2Y 3J1

(the “**Township**”)

WHEREAS:

- A. The Township has entered into a Phased Development Agreement authorized by Bylaw 2020, No. 5554, dated the ____ day of _____, ____ (the “**PDA**”);
- B. The Developer is the registered owner of the lands described below, being all or part of the lands that are the subject of the PDA:

 PID: 006-575-790, Lot 53 Section 31 Township 10 New Westminster District Plan 42968 (the “**Lands**”);
- C. The Township has, pursuant to Bylaw 2020, No. 5553 amended the provisions of its Zoning Bylaw as set out below:

[set out the amendments that the Township and the
 Developer agree apply to the Lands]

(the “**Amended Provisions**”)

D. The Developer and the Township wish to agree that the Amended Provisions apply to the Lands;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT:

1. The Developer and the Township hereby agree, further to section 516 of the *Local Government Act*, that the Amended Provisions apply to the development of the Lands.
2. Apart from the amendment of the Amended Provisions, the agreement of the Township and the Developer hereunder is not intended to, and does not, in any way:
 - (a) limit or otherwise alter the rights and responsibilities of the Developer and the Township under the PDA, which will continue in full force and effect, and be enforceable by both parties, notwithstanding section 1; or
 - (b) impact lands that may be the subject of the PDA other than the Lands.
3. Without limiting the generality of section 1, the Township and the Developer, noting that neither the definition of Specified Bylaw Provisions in the PDA, nor the provisions of the PDA relating to the Specified Bylaw Provisions, have been amended, agree and confirm that:
 - (a) the foregoing agreement in respect of the Amended Provisions does not imply, and will not be construed as implying, that the Developer has waived the protection that the PDA provides to it in respect of the Specified Bylaw Provisions, apart from the application of the Amended Provisions; and
 - (b) any further or subsequent changes to the Specified Bylaw Provisions, other than the Amended Provisions, will not apply to the development of the Lands unless the Developer agrees in writing that they apply on the basis set out at sections 2 and 3 of this Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

BEACH BAY PROJECTS INC.

Per: _____
Authorized Signatory

**THE CORPORATION OF
THE TOWNSHIP OF
LANGLEY**

Per: _____

Per: _____

SCHEDULE C

Rezoning Bylaw

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

**TOWNSHIP OF LANGLEY ZONING BYLAW 1987 NO. 2500
AMENDMENT (BEACH BAY PROJECTS INC.) BYLAW 2020 NO. 5553**

EXPLANATORY NOTE

Bylaw 2020 No. 5553 rezones property located at 4634 – 217A Street to Residential Zone R-1D to permit the subdivision of six fee simple single family lots.

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

**TOWNSHIP OF LANGLEY ZONING BYLAW 1987 NO. 2500
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2. The "Township of Langley Zoning Bylaw 1987 No. 2500" as amended is further amended by rezoning the lands described as:

Lot 53 Section 31 Township 10 New Westminster District Plan 42968

As shown delineated on Schedule "A" attached to and forming part of this Bylaw to Residential Zone R-1D.

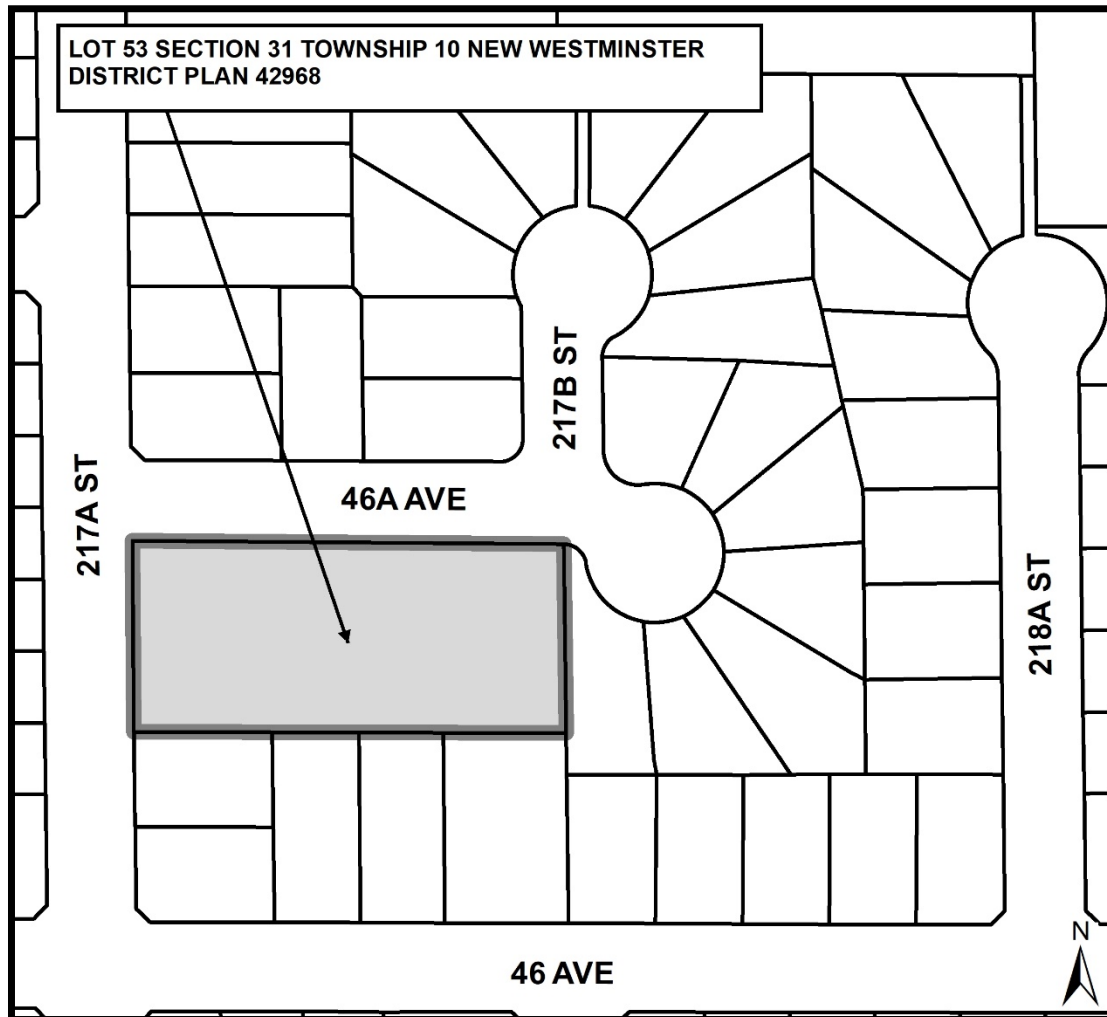
READ A FIRST TIME the	day of	, 2020
READ A SECOND TIME the	day of	, 2020
PUBLIC HEARING HELD the	day of	, 2020.
READ A THIRD TIME the	day of	, 2020.
ADOPTED the	day of	, 2020.

Mayor

Township Clerk

SCHEDULE 'A'

BYLAW NO. 5553



401 **RESIDENTIAL ZONES R-1B, R-1C, R-1D and R-1E**

Uses Permitted

- #5109 402.1 In the R-1B, R-1C, R-1D and R-1E Zones only the following *uses* are permitted and all other
14/09/15 *uses* are prohibited:
- 1) *accessory buildings*
 - 2) *accessory home occupations* subject to Section 104.3
 - 3) *residential uses* subject to Section 402.2.
 - 4) *hobby beekeeping* in R-1D and R-1E zones, subject to Section 104.18

Residential Uses

- 402.2 No more than one *single family dwelling* is permitted on any one *lot*.

Lot Coverage

- #3585 402.3 1) Except as provided for in subsections 402.3 2) and 402.3 3) *buildings* and *structures*
24/06/96 constructed after the date of adoption of this bylaw shall not cover more than 25% of the
#4567 *lot area*.
07/05/07
- 2) *Lot Coverage* may be increased to 35% where the *gross floor area* of a *single family dwelling* is less than 280 m² (including all attached and detached garages and carports, and including *basements* where the surface of the first floor is more than .8 metres above the average grade at any *building* elevation facing a *street*).
 - 3) *Lot Coverage* may be increased to 35% where the *gross floor area* of a *single family dwelling* is 280 m² or greater (including all attached and detached garages and carports, but excluding *basements* where permitted), provided that:
 - a) the maximum *height* of the dwelling does not exceed two *storeys* plus an in-ground *basement* where permitted; and
 - b) the primary *cooking facility*, living room and dining areas are located on the first *storey*, and except for a single *storey building*, the majority of the bedrooms are located on the second *storey*; and
 - c) the *gross floor area* of the second *storey* does not exceed 80% of the *gross floor area* of the first *storey* (including all attached and detached garages and carports); and
 - d) the facade of the second *storey* is set back a minimum of 1.2 metres from both the front and at least one side wall of the first *storey*; and
 - e) the surface of the first floor is not more than .8 metres above the average grade at any *building* elevation facing a *street*, except that where the average slope of the lot is 5% or more, a maximum of 80% of a permitted in-ground *basement* elevation (including garages and carports) facing a *street* may be exposed, or a walkout *basement* elevation at the rear of the dwelling may be fully exposed.

#4859 402.4 **Siting of Buildings and Structures** 30/05/11

- 1) Except as provided for in Sections 104.4, 105.1 2), no principal *building* or *structure* shall be sited less than:
 - a) 7.5 metres from a *front lot line*;
 - b) 7.5 metres from a *rear lot line*;
 - c) 1.5 metres from a *side lot line*; and
 - d) 4.5 metres where the *side lot line* abuts a *flanking street*.

- 2) Except as provided for in Sections 104.4, 104.15 and 105.1 2), no *accessory building* or *structure* with a *gross floor area* equal to or greater than 6 m² shall be sited less than:
 - a) 7.5 metres from a *front lot line*;
 - b) 1.5 metres from a *rear lot line* except that where a through *lot* fronts onto 2 *streets* the setback shall be the same as for the front yard setback for the principal *building*;
 - c) 1.5 metres from a *side lot line*; and
 - d) 4.5 metres where the *side lot line* abuts a *flanking street*.
- 3) Except as provided for in Sections 104.4, 104.15 and 105.1 2), no *accessory building* or *structure* with a *gross floor area* less than 6 m² shall be sited less than:
 - a) 7.5 metres from a *front lot line*;
 - b) 0.6 metres from a *rear lot line* except that where a *lot* fronts onto 2 *streets* the setback shall be the same as for the front yard setback for the principal *building*;
 - c) 0.6 metres from a *side lot line*; and
 - d) 4.5 metres where the *side lot line* abuts a *flanking street*.

Height of Buildings and Structures

- #3088 402.5 Except as provided for in Section 104.5
 06/01/92
 #3782
 27/07/98
 #4339
 01/11/04
 #4567
 07/05/07
- 1) The *height* of principal *buildings* and *structures* shall not exceed 9 metres.
 - 2) The *height* of *accessory buildings* and *structures* shall not exceed 3.75 m or one *storey*, whichever is lesser.
 - 3) Hoop, arch or similar type *buildings* having a semicircular or similar roof design primarily curving downwards to form walls, or any frame type *building* covered or partially covered by tarpaulin or other fabric like material, shall be a maximum of 2.0 metres.

Parking and Loading

- 402.6 Parking and loading shall be provided in accordance with Section 107.

Subdivision Requirements

- 402.7 All *lots* created by *subdivision* shall comply with Section 110 of this Bylaw and the Subdivision and Development Servicing Bylaw 2019 No. 5382 as amended.

Landscaping, Screening and Fencing

- 402.8 Landscaping areas, landscaping screens and fencing shall comply with Section 111.

110 - SUBDIVISION REQUIREMENTS

Minimum Subdivision Requirements

110.1 All *lots* created by *subdivision* shall conform to the following:

	ZONE	MINIMUM LOT AREA	MINIMUM FRONTAGE	MINIMUM LOT DEPTH
	<u>Rural Zones</u>			
	RU-1	1.7 ha	--	--
#3251 - 12/07/93	RU-2	8.0 ha	--	--
#3251 - 12/07/93	RU-3	8.0 ha ⁽⁶⁾	--	--
#3251 - 12/07/93	RU-4	8.0 ha	--	--
#3251 - 12/07/93	RU-5	8.0 ha	--	--
#3360 - 14/11/94	RU-5A	8.0 ha		
#3251 - 12/07/93	RU-6	8.0 ha	--	--
	RU-7	--	--	--
#3251 - 12/07/93	RU-8	8.0 ha	--	--
#2547 - 25/04/88	RU-9	1858 m ²	--	--
#3251 - 12/07/93	RU-10	8.0 ha	--	--
#3251 - 12/07/93	RU-11	8.0 ha	--	--
#2887 - 22/11/93	RU-12	8.0	--	--
#3429 - 13/02/95	RU-13	100.0 ha	--	--
#3626 - 25/11/96	RU-14	No subdivision of land will be permitted to facilitate an RU-14 development		
	<u>Suburban Residential Zones</u>			
	SR-1	3716 m ²	40 m	55 m
	SR-2	8094 m ²	45 m	61 m
#3782 - 27/07/98	SR-2A (Deleted)	8094 m ²	45 m	61 m
	SR-3	1765 m ²	27.45 m	30.5 m
#5168 - 16/01/17	SR-3A	1765 m ²	27.45 m	30.5 m
	<u>Residential Zones</u>			
#5019 - 28/10/13	R-1A	In accordance with Section 401.8		
	R-1B	464.5 m ²	15.25 m	25 m
	R-1C	464.5 m ² ⁽¹⁾	15.25 m	25 m
	R-1D	650.0 m ²	18.25 m	25 m
	R-1E	930.0 m ² ⁽⁴⁾	22 m	25 m
#4113 - 18/11/02	R-CL	In accordance with Section 403.7		
#4228 – 23/08/04 deleted by #4547 – 09/07/07	R-CL(A)	In accordance with Section 403.7		
#4547 - 09/07/07	R-CL(A)	In accordance with Section 404.9		
#4547 - 09/07/07	R-CL(B)	In accordance with Section 405.9		
#4547 - 09/07/07	R-CL(CH)	In accordance with Section 406.9		
#4547 - 09/07/07	R-CL(RH)	In accordance with Section 407.9		
#4547 - 09/07/07	R-CL(MH)	In accordance with Section 408.9		
#4976 - 12/02/13	R-CL(SD)	In accordance with Section 409.9		
	R-2	464.5 m ² ⁽²⁾	15.25 m ⁽²⁾	25 m

SCHEDULE D**THE CORPORATION OF THE TOWNSHIP OF LANGLEY**

Development Variance Permit No. 100110

This Permit is issued this _____ day of _____, 2020 to:

1. Name: Beach Bay Projects Inc.

Address: 100 – 2429 - 152 Street
Surrey BC V4P 2N7

2. This permit applies to and only to those lands within the Municipality described as follows and to any and all buildings, structures and other development thereon:

LEGAL DESCRIPTION: Lot 53 Section 31 Township 10 New Westminster District Plan
42968

CIVIC ADDRESS: 4634 – 217A Street

3. This Permit is issued subject to compliance with all of the Bylaws of the Municipality of Langley applicable thereto, except as specifically varied or supplemented by this permit as follows:

a. Section 110.1 – Subdivision Requirements of Township of Langley Zoning Bylaw No. 2500 is hereby varied to reduce the minimum frontage in the Residential R-1D Zone from 18.25 metres to 16.397 metres for proposed lots 3 to 6, as indicated on Schedule "A".

4. The land described herein shall be developed strictly in accordance with the terms, conditions and provisions of this Permit and any plans and specifications attached as a Schedule to this Permit which shall form a part hereof.

This Permit is not a Building Permit.

All developments forming part of this Development Variance Permit shall be substantially commenced within two years after the date the Development Variance Permit is issued.

This permit shall have the force and effect of a restrictive covenant running with the land and shall come into force on the date of an authorizing resolution passed by Council.

It is understood and agreed that the Municipality has made no representations, covenants, warranties, guarantees, promises or agreement (verbal or otherwise) with the developer other than those in this Permit.

This Permit shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

AUTHORIZING RESOLUTION PASSED BY COUNCIL THIS ____ DAY OF _____, 2020.

SCHEDULE A

**PROPOSED SUBDIVISION PLAN OF
LOT 53 SECTION 31 TOWNSHIP 10
NEW WESTMINSTER DISTRICT PLAN 42968.**

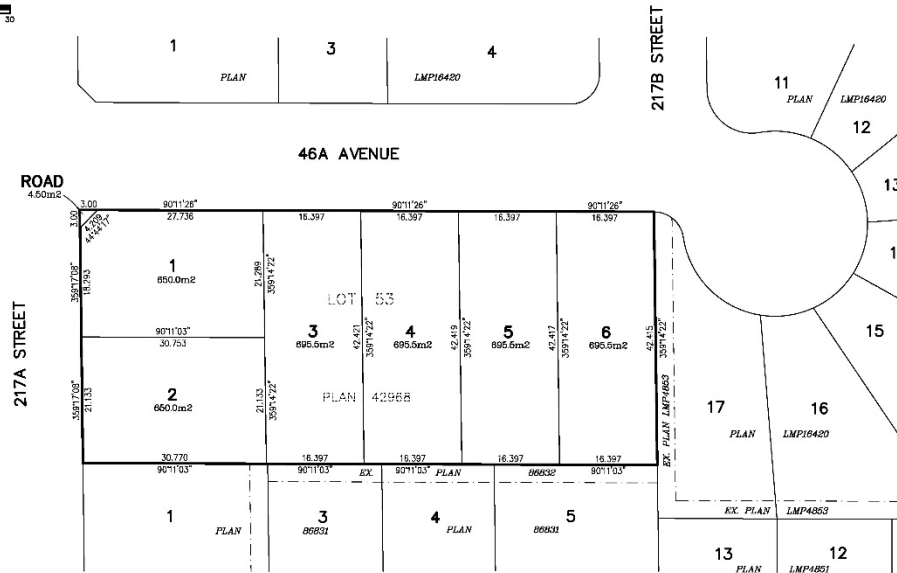
Note: This plan is only a proposal which may not be approved by the Township of Langley. This plan should not be used for marketing or sales purposes.

10 5 0 10 20 30
All Distances are in Metres.
The intended plot size of this plan is 432mm in width by 280mm in height (B size) when plotted at a scale of 1:500

CIVIC ADDRESS:
4634 217A STREET
LANGLEY, B.C.
P.I.D.: D06-575-790



17
16
15
14
13



Underwater Land Surveying Ltd.
B.C. Land Surveyors
#104 - 5690 176 'A' Street
Cloverdale, B.C.
FILE: JL1924_PS1 MARCH 25th, 2019

*This Plan Lies Within The
Metro Vancouver Regional District*

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

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AUTHORIZING RESOLUTION PASSED BY COUNCIL THIS ____ DAY OF _____, 2020.

SCHEDULE A – Preliminary Subdivision Plan

[illegible]

From: Zorica Andjelic
Sent: Wednesday, January 06, 2021 11:47 AM
To: CD Agenda Bylaw
Cc: Chris Jarvie; Dave Lind
Subject: Item for January 11, 2021 Council meeting agenda Bylaw No 5553 and 5554 (Beach Bay Projects)

1. Please place Bylaw No. 5553 and Bylaw No.5554 (Beach Bay Projects) to the Council agenda of January 11, 2020 for consideration of final reading and adoption, along with Development Variance Permit No. 100110 (frontage width variance) for issuance by Council.
2. Please note that all development prerequisites listed in the Community Development Division report to Council of February 10, 2020 attached to the Bylaw have been satisfactorily addressed.
3. The Public Hearing for the Bylaw(s) was held on February 24, 2020 with third reading given on February 24, 2020.