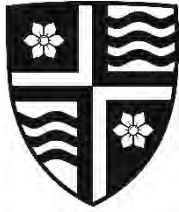


Township of
Langley



Est. 1873

REPORT TO MAYOR AND COUNCIL

PRESENTED: JANUARY 13, 2020 - REGULAR EVENING MEETING
FROM: COMMUNITY DEVELOPMENT DIVISION
SUBJECT: OFFICIAL COMMUNITY PLAN AMENDMENT AND
REZONING APPLICATION NO. 100171
DEVELOPMENT PERMIT APPLICATION NO. 101022
(1159338 BC LTD. / 22356 – 48 AVENUE)

REPORT: 20-03
FILE: 10-31-0146

PROPOSAL:

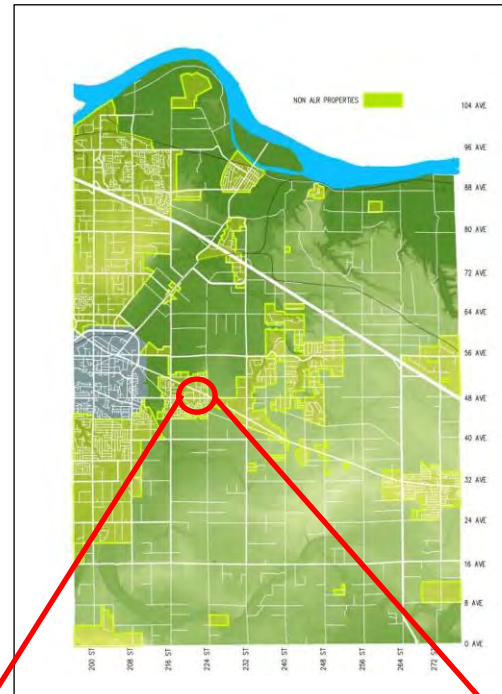
Application to amend the Murrayville Community Plan and rezone 0.12 ha (0.29 ac) of land located at 22356 - 48 Avenue to Comprehensive Development Zone CD-141 and issue a development permit to facilitate the development of six (6) townhouse units.

RECOMMENDATION SUMMARY:

That Council give first and second reading to Bylaws No. 5547 and 5548 subject to ten (10) development prerequisites; that Council give first and second reading to the accompanying Phased Development Agreement Bylaw No. 5549; that Council authorize issuance (at time of final reading of Bylaw No. 5548) of Development Permit No. 101022; and that staff be authorized to schedule the required Public Hearing.

RATIONALE:

Staff are supportive of the development proposal as it is consistent with the overall objectives of the Murrayville Community Plan.



RECOMMENDATIONS:

That Council give first and second reading to Langley Official Community Plan Bylaw 1979 No. 1842 Amendment (Murrayville Community Plan) Bylaw No. 1988 No. 2661 Amendment (1159338 BC Ltd.) Bylaw 2020 No. 5547 and Township of Langley Zoning Bylaw 1987 No. 2500 Amendment (1159338 BC Ltd.) Bylaw 2020 No. 5548 rezoning 0.12 ha (0.29 ac) of land located at 22356 – 48 Avenue to Comprehensive Development Zone CD-141, to facilitate the development of six (6) townhouse units, subject to the following development prerequisites being satisfied to the acceptance of the Township of Langley General Manager of Engineering and Community Development, unless otherwise noted prior to final reading:

1. A Servicing Agreement being entered into with the Township to secure required road and utility upgrades and extensions in accordance with the Township's Subdivision and Development Servicing Bylaw, to the acceptance of the Township;
2. Completion of an erosion and sediment control plan and provision of security in accordance with the Erosion and Sediment Control Bylaw to the acceptance of the Township;
3. Provision of road dedications, widenings, and necessary traffic improvements for 48 Avenue in accordance with the Township's Master Transportation Plan, Subdivision and Development Servicing Bylaw and the Murrayville Community Plan, to the acceptance of the Township;
4. Provision of a final tree management plan incorporating tree retention, replacement, protection details, and security in compliance with Subdivision and Development Servicing Bylaw (Schedule I - Tree Protection), to the acceptance of the Township;
5. Compliance with Child Friendly Amenity Area requirements to the acceptance of the Township;
6. Registration of a cross access easement in favour of the adjacent townhouse development for access purposes;
7. Registration of restrictive covenants acceptable to the Township:
 - a. Prohibiting parking on internal strata roadways (other than in clearly identified parking spaces);
 - b. Prohibiting garages from being developed for purposes other than the parking of vehicles, and prohibiting the development of secondary suites within individual units;
8. Identifying the units (minimum 5%) required to incorporate Schedule 2 Adaptable Housing Requirements of the Official Community Plan;
9. Compliance with the Community Amenity Contributions Policy (including Council adoption of a Phased Development Agreement, as needed);
10. Payment of applicable Neighbourhood Planning Administration fees, supplemental Rezoning fees, Site Servicing Review fee, ISDC review fee, Development Works Agreement (DWA) and Latecomer charges, and compliance with the Township's 5% Neighbourhood Park Land Acquisition Policy;

That Council consider that Langley Official Community Plan Bylaw 1979 No. 1842 Amendment (Murrayville Community Plan) Bylaw No. 1988 No. 2661 Amendment (1159338 BC Ltd.) Bylaw 2020 No. 5547 is consistent with the Township's Five Year Financial Plan as updated annually and with Metro Vancouver's Integrated Liquid Waste Resource Management Plan and Integrated Solid Waste Resource Management Plan, and with the consultation requirement of Official Community Plan Consultation Policy (07-160);

OFFICIAL COMMUNITY PLAN AMENDMENT AND
 REZONING APPLICATION NO. 100171
 DEVELOPMENT PERMIT APPLICATION NO. 101022
 (1159338 BC LTD. / 22356 – 48 AVENUE)
 Page 3 . . .

That Council authorize the issuance of Development Permit No. 101022 at the time of final reading of Rezoning Bylaw No. 5548 subject to the following conditions:

- a. Building plans being in substantial compliance with Schedules “A” through “F”; and
- b. On-site landscaping plans being in substantial compliance with Schedules “G” and “H” in compliance with Subdivision and Development Servicing Bylaw (Schedule I - Tree Protection) and the Township’s Street Trees and Boulevard Plantings Policy, to the acceptance of the Township;

Although not part of the development permit requirements, the applicant is advised that prior to issuance of a building permit, the following items will need to be finalized:

- a. On-site landscaping to be secured by letter of credit at building permit stage;
- b. Written confirmation from the owner and landscape architect or arborist that tree protection fencing identified in the tree management plan is in place;
- c. Submission of a site specific on-site servicing and stormwater management plan in accordance with the Subdivision and Development Servicing Bylaw and an erosion and sediment control plan in accordance with the Erosion and Sediment Control Bylaw, to the acceptance of the Township; and
- d. Payment of supplemental development permit application fees, Development Cost Charges, Murrayville Pedestrian Overpass Fees and building permit administration fees;

That Council authorize first and second reading of Township of Langley Phased Development Agreement (1159338 BC Ltd.) Bylaw 2020 No. 5549; and further

That Council authorize staff to schedule the required Public Hearing for the Murrayville Community Plan amendment bylaw, rezoning bylaw and Phased Development Agreement Bylaw No. 5549 in conjunction with the hearing for proposed Development Permit No. 101022.

EXECUTIVE SUMMARY:

1159338 BC Ltd. has applied to amend the Murrayville Community Plan, and to rezone a 0.12 ha (0.29 ac) site located at 22356 – 48 Avenue to Comprehensive Development Zone CD -141 to facilitate development of six (6) townhouse units. The amendment to the Murrayville Community Plan is required to re-designate the site from “Commercial” and “Development Permit Area C (Commercial)” to “Multi Family Two” and Development Permit Area A (Residential”).

The proponent’s application package also includes a Development Permit to provide Council the opportunity to review the form and character of the proposed development. Additional details are contained in the attached materials.

The proposal is consistent with the overall objectives of the Murrayville Community Plan. Staff recommend that Council consider the plan amendment and rezoning requests, subject to the completion of ten (10) development prerequisites, and Council authorize issuance (at time of final reading of Bylaws No. 5547 and 5548) of Development Permit No. 101022.

PURPOSE:

The purpose of this report is to advise and make recommendations to Council with respect to Murrayville Community Plan Amendment Bylaw No. 5547, Rezoning Bylaw No. 5548, Phased Development Agreement Bylaw No. 5549 and Development Permit 101022.



OFFICIAL COMMUNITY PLAN AMENDMENT AND
REZONING APPLICATION NO. 100171
DEVELOPMENT PERMIT APPLICATION NO. 101022
(1159338 BC LTD. / 22356 – 48 AVENUE)
Page 5 . . .

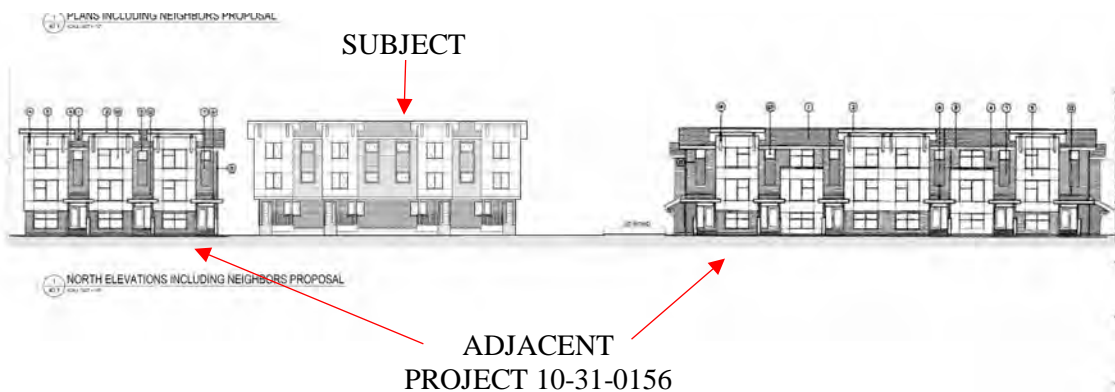


ZONING BYLAW NO. 2500

OFFICIAL COMMUNITY PLAN AMENDMENT AND
 REZONING APPLICATION NO. 100171
 DEVELOPMENT PERMIT APPLICATION NO. 101022
 (1159338 BC LTD. / 22356 – 48 AVENUE)
 Page 6 . . .

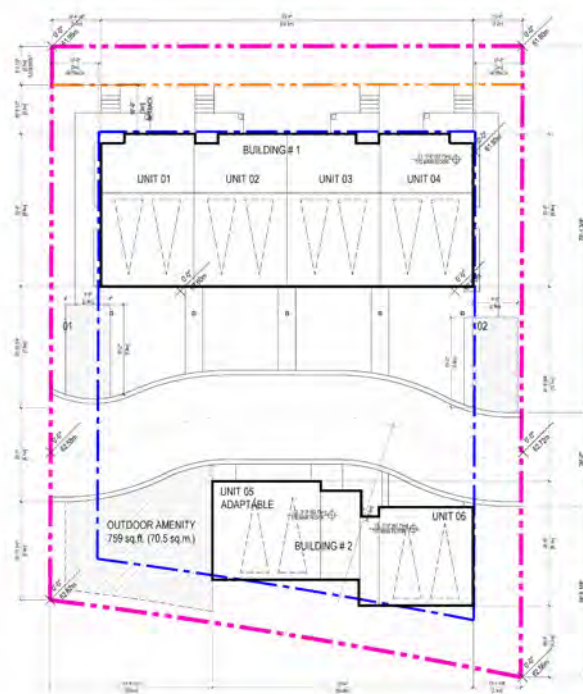


RENDERING – SUBMITTED BY APPLICANT

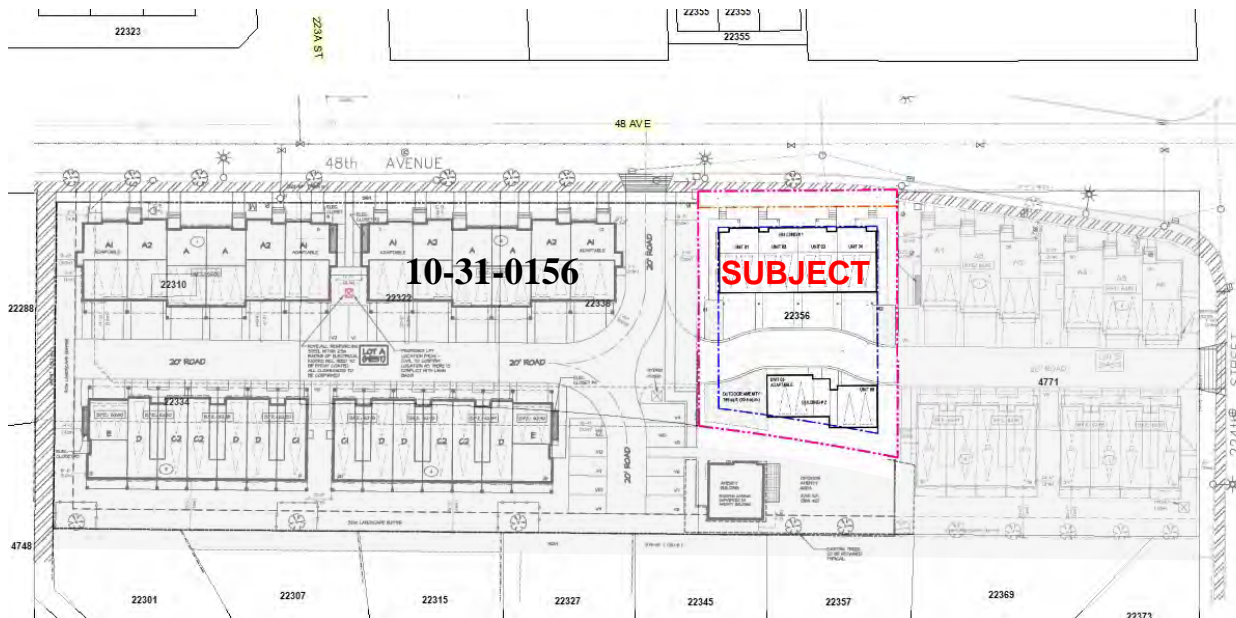


STREETSCAPE – SUBMITTED BY APPLICANT

OFFICIAL COMMUNITY PLAN AMENDMENT AND
 REZONING APPLICATION NO. 100171
 DEVELOPMENT PERMIT APPLICATION NO. 101022
 (1159338 BC LTD. / 22356 – 48 AVENUE)
 Page 7 . . .



SITE PLAN – SUBMITTED BY APPLICANT



CONTEXT PLAN

OFFICIAL COMMUNITY PLAN AMENDMENT AND
 REZONING APPLICATION NO. 100171
 DEVELOPMENT PERMIT APPLICATION NO. 101022
 (1159338 BC LTD. / 22356 – 48 AVENUE)
 Page 8 . . .

REFERENCE:

Owner:	1159338 BC Ltd. 5433 – 144A Street Surrey, BC V3X 1B5
Legal Description:	Lot 2 Section 31 Township 10 New Westminster District Plan 11592
Location:	22356 – 48 Avenue
Area:	0.12 ha (0.29 ac)
Existing Zoning:	Suburban Residential Zone SR-1
Proposed Zoning:	Comprehensive Development Zone CD-141
Murrayville Community Plan: (existing)	Commercial and Development Permit Area C (Commercial)
Murrayville Community Plan: (proposed)	Multi Family Two and Development Permit Area A (Residential)

BACKGROUND/HISTORY:

The subject property is currently zoned Suburban Residential Zone SR-1 and is designated as Commercial in the Murrayville Community Plan. The plan also designates the site as Development Permit Area “C” Commercial.

On April 24, 2017, Council considered a similar application for lands that surround the site as part of project No. 10-31-0156 (Reno Investments 2011 Ltd), which also proposed to amend the Murrayville Community Plan and rezone the subject site to accommodate a townhouse development. Council granted final reading to the Reno Investments 2011 Ltd. project on November 4, 2019.

The Reno Investments 2011 Ltd. project has been designed to consider development of the subject site in a townhouse form as has been requested by the subject development. Reno Investments 2011 Ltd. was required to provide a cross access easement over their site to accommodate access for the subject property.

DISCUSSION/ANALYSIS:

1159338 BC Ltd. has applied to rezone 0.12 ha (0.29 ac) of land in the Murrayville Community Plan to Comprehensive Development Zone CD-141 to facilitate a residential development comprising six townhouse units. To accommodate the proposed change in use, the proponent has applied to the Murrayville Community Plan. A development permit for the site is being processed in conjunction with the rezoning application to provide Council the opportunity to review the form, character and siting of the development.

The proposed townhouse development has been designed to utilize a driveway located in the adjacent Reno Investments 2011 Ltd. townhouse development. A development prerequisite requiring the applicant to register an access easement over the subject lands in favour of the adjacent townhouse development to ensure access has been included as a condition of rezoning in this report.

Adjacent Uses:

- North: 48 Avenue, beyond which is a three (3) storey, mixed use building composed of ground floor commercial units and two levels of apartment units, zoned Comprehensive Development Zone CD-13;
- South: A lot, zoned Comprehensive Development Zone CD-115, that was rezoned as part of Project No. 10-31-0156 (Reno Investments 2011 Ltd.), intended for a 40 unit townhouse development;
- East / West: A lot, zoned Comprehensive Development Zone CD-115, that was rezoned as part of Project No. 10-31-0156 (Reno Investments 2011 Ltd.) intended for a 40 unit townhouse development.

Murrayville Community Plan:

The Murrayville Community Plan designates the site as Commercial which encourages the establishment of retail uses and business and professional offices. Bylaw No. 5547 proposes the redesignate the site to Multi-Family Two and Development Permit Area A (Residential). The Multi-Family Two designation proposed will permit a maximum density of 74 units per ha (30 units per ac). Redesignation of the site to Development Permit Area A (Residential) is required as the site is currently designated for commercial uses and associated development permit guidelines. The amendment will ensure the design of the development is consistent with residential development permit area guidelines.

The proposed amendment is consistent with the adjacent townhouse development that was approved by Council on November 4, 2019.

Official Community Plan Consultation Policy:

In accordance with Official Community Plan Consultation Policy (07-621), the Langley School District was consulted during the early stages and throughout the Official Community Plan (OCP) amendment application process. The School District did not express any concerns regarding the proposed amendments (Attachment C). Staff recommends that Council consider the consultation process completed consistent with the requirements of the Official Community Plan Consultation Policy (07-621).

The Council Official Community Plan Consultation Policy also requires Council to consider the OCP amendment in conjunction with the financial plan and any applicable waste management plan. Staff recommend that Council consider the proposed OCP amendment consistent with the Township's financial plans (both operating and capital) and Metro Vancouver's waste management Plans as the plans anticipate development in the Murrayville Community Plan.

Zoning Amendment:

The subject site is currently zoned Suburban Residential Zone SR-1. Bylaw No. 5548 proposes to rezone the site to Comprehensive Development CD-141 zone to accommodate the proposed development. The project complies with the provisions of the site's proposed CD-141 zoning in terms of siting, site coverage, parking, height, use and density (51.1 units per ha / 20.7 units per ac). The proposed zone is also consistent with the adjacent CD-115 zone (Reno Investments 2011 Ltd.) that allows 50 units per ha / 20.3 units per acre.

Public Consultation:

As per Policy No. 07-164, the applicant held a public meeting on May 29, 2019. Results of the Developer Held Public Information Meeting were compiled and are provided on Attachment D.

Development Permit:

The site is designated a mandatory Development Permit area to provide Council the opportunity to review the form, character and siting of any proposed development. The site has been considered in accordance with the Residential Development Permit Area guidelines included in the Murrayville Community Plan (see Attachment B). Proposed Development Permit No. 101022 is attached to this report (See Attachment A). In accordance with the Murrayville Community Plan, at time of building permit, the applicant will be required to contribute to the construction of the pedestrian overpass over Fraser Highway.

The proponent has submitted elevations and a rendering detailing the form, height, exterior finishing, architectural style and massing of the proposed townhouse development. A total of six (6) townhouse units are proposed in two (2) buildings. Outdoor amenity space for the use of the residents has been incorporated into the site design as well.

The buildings feature hardie-plank siding, brick veneer, cedar siding and wood trim exteriors. Complementary colour tones aid in breaking up the mass of the buildings. The base of the buildings are clad in a brick veneer to anchor the bottom of the buildings, and the roofs are clad in asphalt shingles. The development has been designed to be complementary and integrate with the adjacent townhouse development.

The proposed building height (three storeys), site coverage (28%) and siting comply with the provisions of the Comprehensive Development CD-141 zone. The development in staff's opinion complies with the Development Permit Area "A" guidelines (Attachment B) of the Murrayville Community Plan.

Access and Parking:

Vehicular access to the development will be provided via the adjacent townhouse development's driveways on 48 Avenue and 224 Street. As a condition of development, the applicant is also required to provide a cross-access easement to the adjacent development.

In compliance with the Zoning Bylaw, 14 parking spaces (outdoors and within garages) are proposed, as outlined below:

	Parking Spaces Required	Parking Spaces Provided
Residential Spaces (6 Double-Wide garages)	12	12
Visitor Parking Spaces	2	2
Total	14	14

Prior to final reading of the rezoning bylaw, the applicant will be required to register a restrictive covenant prohibiting parking on the internal strata roadways and prohibiting garages from being developed for purposes other than the parking of vehicles.

Adaptable Housing:

In accordance with Section 3.1.9 of the Township's Official Community Plan a minimum of 5% of the units in a townhouse development shall provide adaptable housing. Council has chosen to implement this provision through the adoption and implementation of Schedule 2 - Adaptable Housing Requirements of the Official Community Plan. In compliance with the Official Community Plan, one (1) adaptable unit will be provided. As a prerequisite of final reading of the rezoning bylaw, the applicant will be required to register a restrictive covenant identifying / securing the units required to incorporate the Basic Adaptable Housing Requirements Policy.

Landscaping:

The landscape plan proposes the planting of trees, shrubs and groundcovers around the perimeter of the site as well as along the internal roadways and the common areas. The streetscape landscaping includes a picket fence and connections to the individual street fronting units to define the private and public realm.

Age Friendly Amenity Area:

Section 111.5 of the Township's Zoning Bylaw requires provision of age friendly amenity areas (8 m² per residential unit) for townhouse developments, resulting in a requirement of 48 m² (516 ft²). The applicant's landscape architect has incorporated an amenity space in the southeast area of the development totaling 71 m² (760 ft²). Final age friendly amenity area plans are subject to the final acceptance of the Township. This requirement has been included in the list of development prerequisites to be completed prior to final reading of the rezoning bylaw.

Community Amenity Contributions:

Staff note that the Community Amenity Contributions (CAC) Policy (adopted by Council on July 23, 2018 and subsequently revised on April 15, 2019 and November 18, 2019) is applicable to the subject residential rezoning application. The policy specifies target contribution amounts based on unit types. The current target contribution amounts specific to this development are \$4,814 per townhouse unit for a total of \$28,884. As noted in the policy, payment of the CAC may be made to the Township prior to consideration of final reading of the rezoning bylaw as specified under Section 5.5 of the CAC Policy. Accordingly a Phased Development Agreement (Bylaw No. 5549) has been prepared indicating a contribution of \$28,884.

Tree Protection/Replacement:

The tree management plans submitted by the applicant's arborist indicates that eight (8) significant trees exist on the subject site, of which two (2) are proposed for retention.

A total of 9 (nine) replacement trees are required. The applicant is proposing to plant 11 replacement trees on the development site. In addition, approximately three (3) street trees are required along the road frontages (in compliance with the Township's Street Trees and Boulevard Plantings Policy). Post development approximately 14 trees will be in place. Final tree retention, protection, and replacement plans are subject to the final acceptance of the Township. This requirement has been included in the list of development prerequisites to be completed prior to final reading of the rezoning bylaw.

Servicing:

Prior to final reading, the applicant is required to enter into a Servicing Agreement to secure works and services such as construction of road works, greenways, tree replacement, stormwater management plan and utility upgrades and/or extensions to the acceptance of the Township. Road dedications, widening, and necessary traffic improvements for 48 Avenue will be required in accordance with the Subdivision and Development Servicing Bylaw and the Murrayville Community Plan. The applicant will also be required to provide erosion and sediment control measures in accordance with the Erosion and Sediment Control Bylaw, to the acceptance of the Township.

Environmental Considerations:

The Township's Sustainability Charter includes environmental objectives to protect and enhance rivers, streams, wildlife habitats and environmentally sensitive areas in the Township. These environmental objectives are supported by policy and guidance outlined in the Township's Environmentally Sensitive Areas Study, Wildlife Habitat Conservation Strategy, Streamside Protection Bylaw, Erosion and Sediment Control Bylaw, and Subdivision and Development Servicing Bylaw (Schedule I – Tree Protection) which promote sound environmental management practices and outline Township environmental performance expectations. The provision of stormwater management and sediment control measures and compliance with the Township's Subdivision and Development Servicing Bylaw (Schedule I – Tree Protection) satisfies the objectives of the Sustainability Charter.

School Sites:

School District 35 has provided comments (Attachment C) and anticipates that the overall development will generate approximately two (2) new students for James Hill Elementary (located approximately 650 m southwest of the site), one (1) new student for H.D. Stafford Middle School (located approximately 4.0 km west of the site) and one (1) new student for Langley Secondary School (located approximately 3.1 km northwest of the site).

Parks:

The nearest park, Murrayville Outdoor Activity Park, is located approximately 250 metres to the west along 48 Avenue. Other parks located in the area are Old Yale Park, approximately 280 metres to the south east and James Hill Park, approximately 650 metres to the southwest.

Transit:

Currently, transit service (C61 bus) is provided along 48 Avenue and on 222 Street. A bus stop is available approximately 180 metres west of the subject site on 222 Street.

OFFICIAL COMMUNITY PLAN AMENDMENT AND
 REZONING APPLICATION NO. 100171
 DEVELOPMENT PERMIT APPLICATION NO. 101022
 (1159338 BC LTD. / 22356 – 48 AVENUE)
 Page 13 . . .

POLICY CONSIDERATIONS:

The proposed development is located in an area designated as Commercial and Development Permit Area C (Commercial) in the Murrayville Community Plan. A community plan amendment is required to allow the proposed townhouse use. The proposal is compatible with the surrounding townhouse development.

The proposal is consistent with the overall objectives of the Township of Langley Sustainability Charter, and Murrayville Community Plan. In staff's opinion accompanying Development Permit No. 101092 complies with the Development Permit Area "A" Guidelines of the Murrayville Community Plan.

Staff recommend that Council give first and second reading to Bylaws No. 5547 and 5548, and Phased Development Agreement Bylaw No. 5549, and authorize issuance of the accompanying Development Permit No. 101092 (at time of final reading of the rezoning bylaw), and authorize staff to schedule the required Public Hearing.

Respectfully submitted,

Colin Moore
 DEVELOPMENT PLANNER
 for
 COMMUNITY DEVELOPMENT DIVISION

ATTACHMENT A	Development Permit No.101022
ATTACHMENT B	Murrayville Community Plan Development Permit Area A (Residential)
ATTACHMENT C	School District Comment
ATTACHMENT D	Public Information Meeting summary

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

Development Permit No. 101022

This Permit is issued this _____ day of _____, 2019 to:

1. NAME: 1159338 BC Ltd.

 ADDRESS: 5433 – 144A Street
 Surrey, BC, V3X 1B5

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 2 Section 31 Township 10 New Westminster District Plan 111592

 CIVIC ADDRESS: 22356 – 48 Avenue

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. Building plans being in substantial compliance with Schedules “A” through “F”; and
 - b. On-site landscaping plans being in substantial compliance with Schedules “G”, and “H” in compliance with Subdivision and Development Servicing Bylaw (Schedule I - Tree Protection) and the Township’s Street Trees and Boulevard Plantings Policy, to the acceptance of the Township;

Although not part of the development permit requirements, the applicant is advised that prior to issuance of a building permit, the following items will need to be finalized:

- a. On-site landscaping to be secured by letter of credit at building permit stage;
 - b. Written confirmation from the owner and landscape architect or arborist that tree protection fencing identified in the tree management plan is in place;
 - c. Submission of a site specific on-site servicing and stormwater management plan in accordance with the Subdivision and Development Servicing Bylaw and an erosion and sediment control plan in accordance with the Erosion and Sediment Control Bylaw, to the acceptance of the Township; and
 - d. Payment of supplemental development permit application fees, Development Cost Charges, Murrayville Pedestrian Overpass Fees and building permit administration fees.
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 permit shall be substantially commenced within two years after the date the development permit is issued.

DEVELOPMENT PERMIT NO. 101022
 (1159338 BC LTD. / 22356 – 48 AVENUE)
 Page 2

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 _____, 2019.

Schedule A	Rendering
Schedule B	Site Plan
Schedule C	Building Elevations
Schedule D	Building Elevations
Schedule E	Building Elevations
Schedule F	Building Elevations
Schedule G	Landscape Plans
Schedule H	Landscape Details

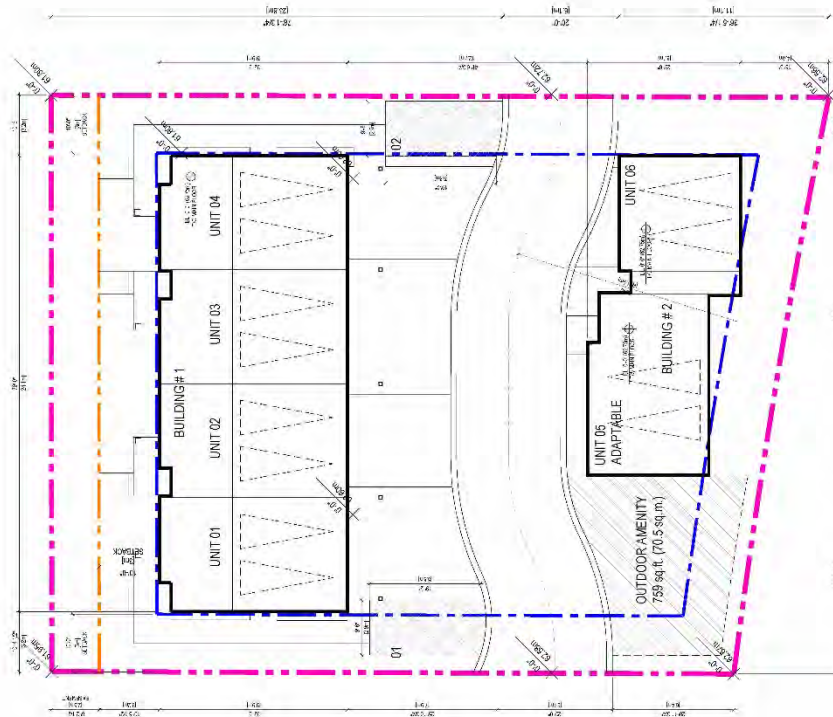


SCHEDULE A
RENDERING

ZONING INFORMATION

PROJECT INFORMATION
 PROJECT NO. 2024-01-01
 CLIENT: APLIN & MARTIN CONSULTANTS LTD.
 DATE: 01/01/2024

REQUIREMENT	REQUIREMENT	REQUIREMENT
UNIT 01	UNIT 02	UNIT 03
UNIT 04	UNIT 05	UNIT 06
UNIT 07	UNIT 08	UNIT 09
UNIT 10	UNIT 11	UNIT 12
UNIT 13	UNIT 14	UNIT 15
UNIT 16	UNIT 17	UNIT 18
UNIT 19	UNIT 20	UNIT 21
UNIT 22	UNIT 23	UNIT 24
UNIT 25	UNIT 26	UNIT 27
UNIT 28	UNIT 29	UNIT 30
UNIT 31	UNIT 32	UNIT 33
UNIT 34	UNIT 35	UNIT 36
UNIT 37	UNIT 38	UNIT 39
UNIT 40	UNIT 41	UNIT 42
UNIT 43	UNIT 44	UNIT 45
UNIT 46	UNIT 47	UNIT 48
UNIT 49	UNIT 50	UNIT 51
UNIT 52	UNIT 53	UNIT 54
UNIT 55	UNIT 56	UNIT 57
UNIT 58	UNIT 59	UNIT 60
UNIT 61	UNIT 62	UNIT 63
UNIT 64	UNIT 65	UNIT 66
UNIT 67	UNIT 68	UNIT 69
UNIT 70	UNIT 71	UNIT 72
UNIT 73	UNIT 74	UNIT 75
UNIT 76	UNIT 77	UNIT 78
UNIT 79	UNIT 80	UNIT 81
UNIT 82	UNIT 83	UNIT 84
UNIT 85	UNIT 86	UNIT 87
UNIT 88	UNIT 89	UNIT 90
UNIT 91	UNIT 92	UNIT 93
UNIT 94	UNIT 95	UNIT 96
UNIT 97	UNIT 98	UNIT 99
UNIT 100	UNIT 101	UNIT 102



1 SITE PLAN
 2 AREA PLAN
 3 3D RENDERING

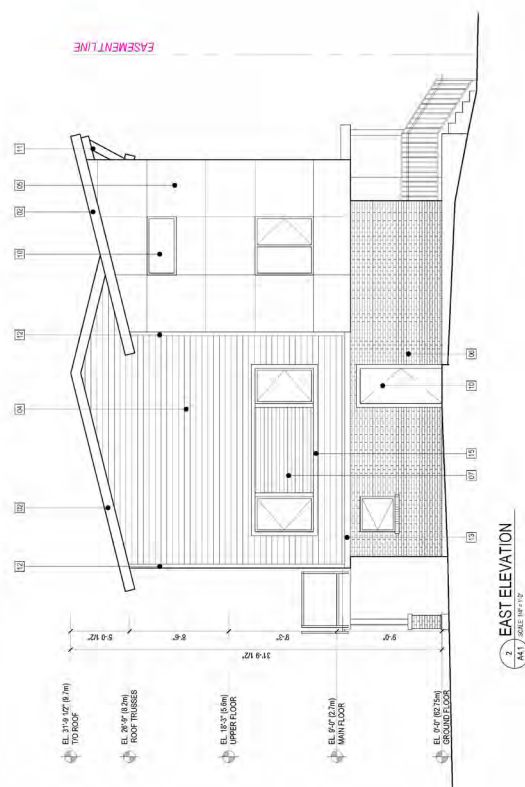
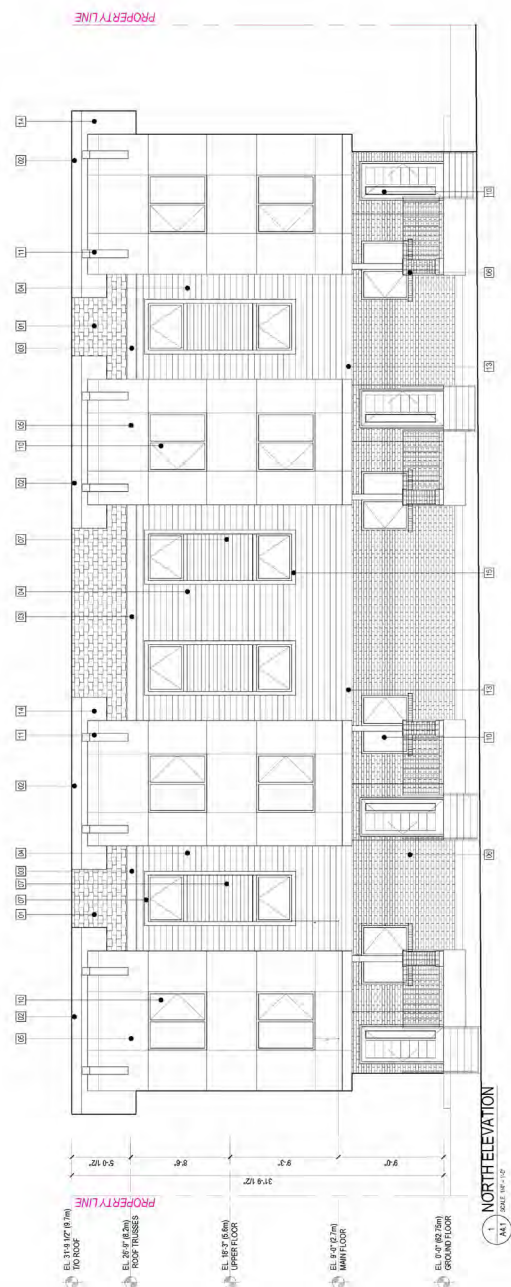
1 SITE PLAN
 2 AREA PLAN
 3 3D RENDERING



SITE PLAN

PROJECT NO.	2024-01-01
CLIENT	APLIN & MARTIN CONSULTANTS LTD.
DATE	01/01/2024
SCALE	1:100

SCHEDULE B SITE PLAN

[illegible]

MATERIALS AND LEGEND

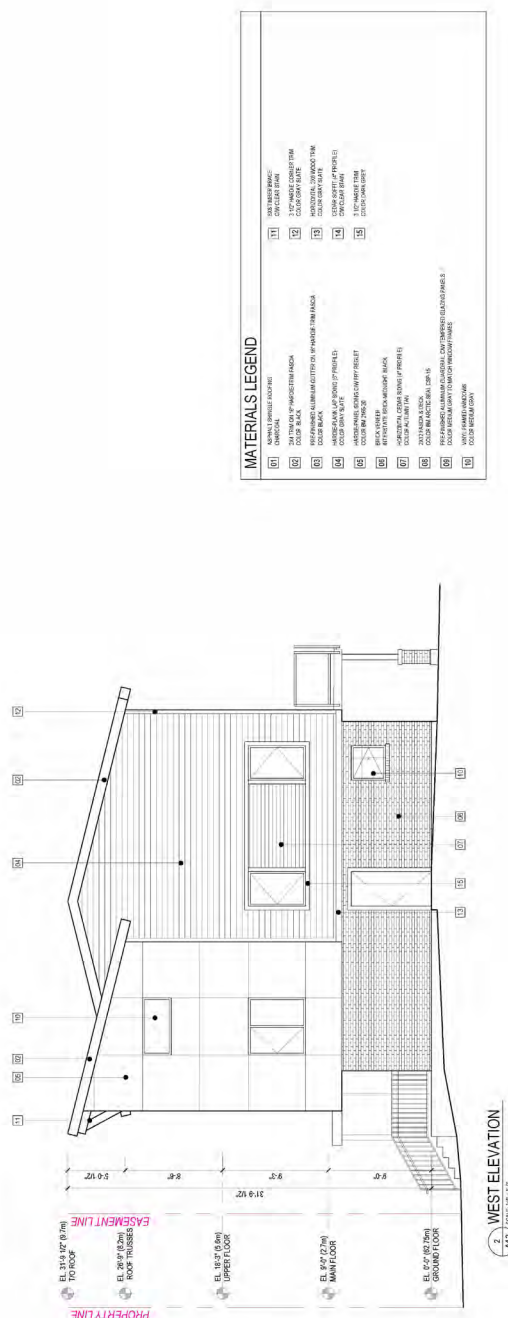
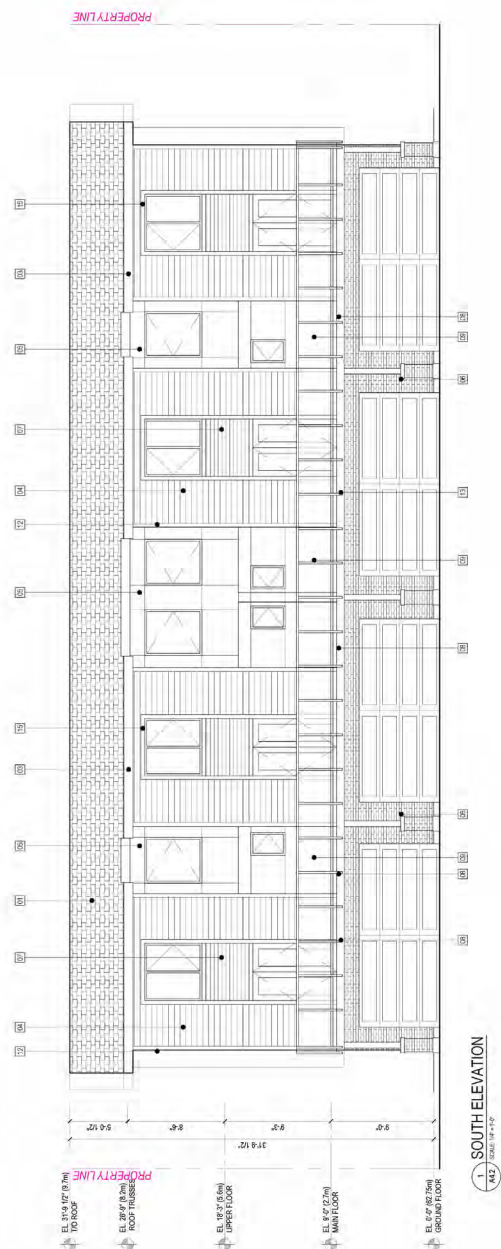
- [illegible]

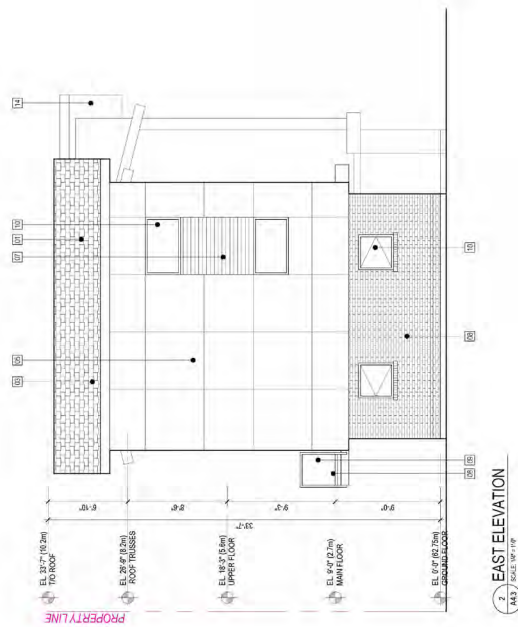
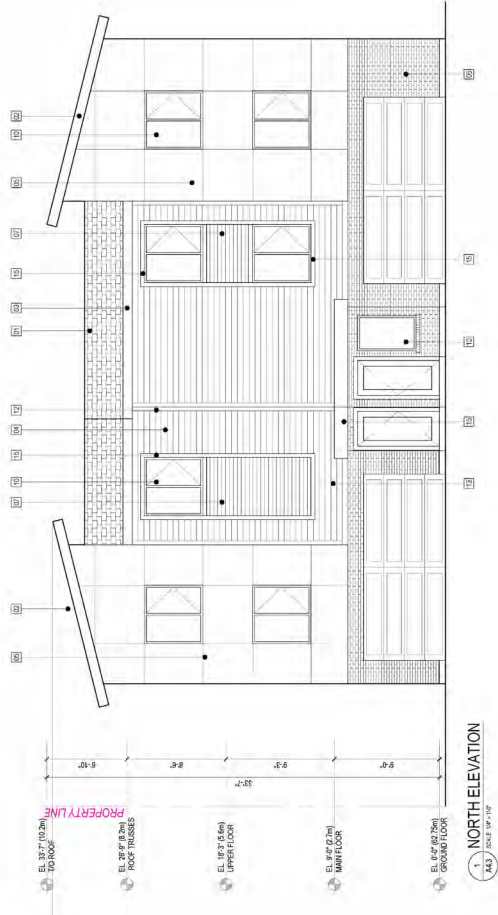
TOWNHOUSE
DEVELOPMENT

EXTERIOR
ELEVATIONS
BUILDING 1

SCORE	AS NOTED	SECTION
DRAWING NO.		PROJECT NO.
A4.1		17-732A

SCHEDULE D BUILDING 1 ELEVATIONS

[illegible]



MATERIALS LEGEND

- 01 ASPHALT/FLY ASH ROOFING
- 02 2\"/>

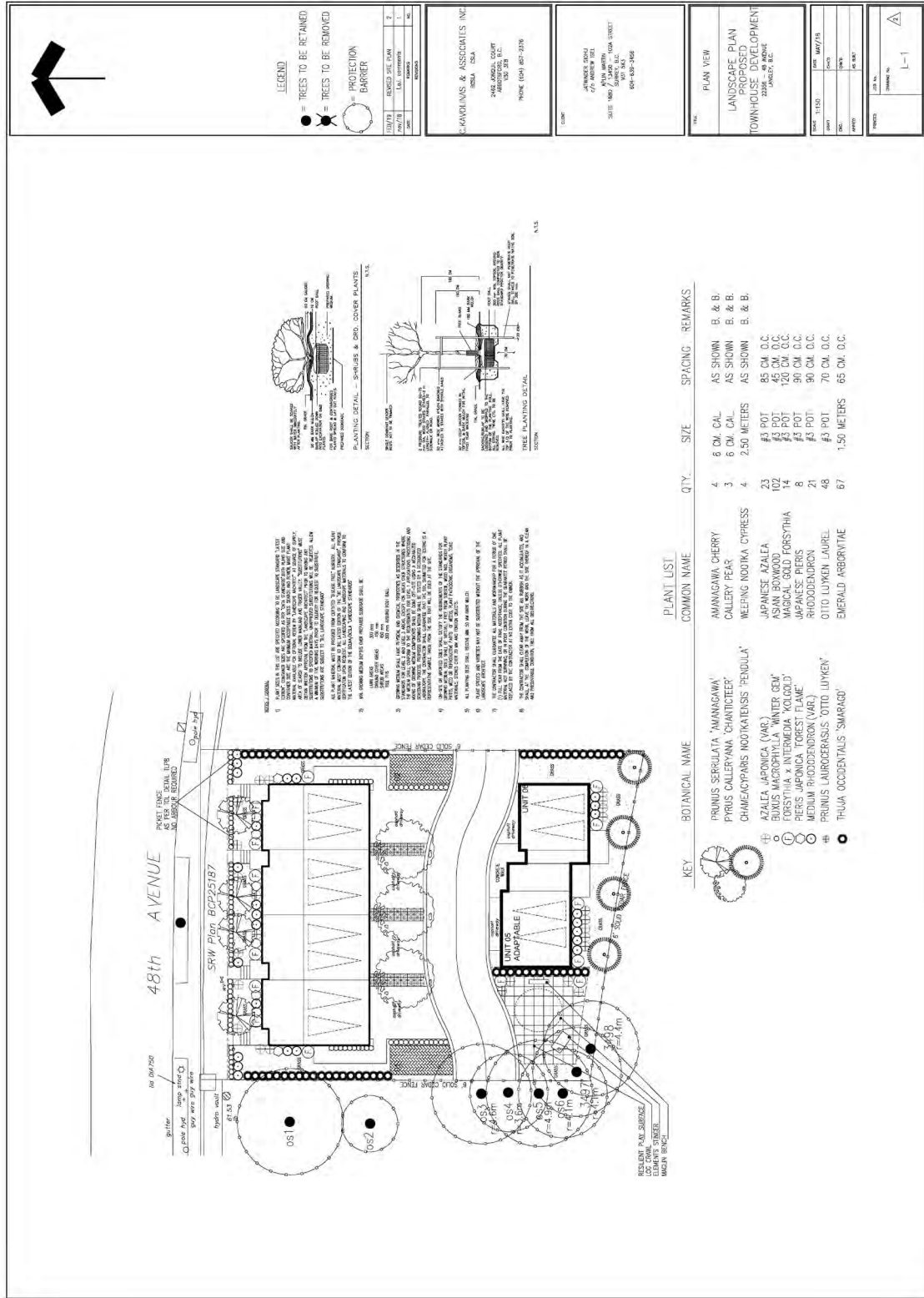
NO.	DATE	DESCRIPTION	BY	CHK
1	2024.01.15	REVISED PER COMMENTS	AM	AM
2	2024.01.15	REVISED PER COMMENTS	AM	AM
3	2024.01.15	REVISED PER COMMENTS	AM	AM

**TOWNHOUSE
DEVELOPMENT**

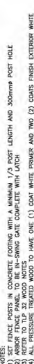
**EXTERIOR
ELEVATIONS
BUILDING 2**

AS NOTED	17-22A
A4.3	

**SCHEDULE E
BUILDING 2 ELEVATIONS**



SCHEDULE G LANDSCAPE PLANS



3.4 Residential Development Permit Area

Multi Family and adjacent Institutional areas are designated as development permit areas under Section 945(4)(e) of the Municipal Act to establish objectives and provide guidelines for the form and character of development. These areas are shown as Development Permit Area A on Map 3.

The objective of the development permit area designation is to ensure safe and attractive multiple family neighbourhoods and to reduce conflicts with adjacent uses. The development permit guidelines for this area are:

- a) Development should be designed to integrate with and be compatible with adjacent development with respect to siting of buildings, exterior finish and design. Pitched roofs shall be encouraged.
- b) Buildings should be designed and sited so that sun penetration to roads and adjacent properties is maximized.
- c) Landscaping shall be required to enhance the appearance of the development. Careful consideration shall be given to retaining as many of the existing trees as possible. Buildings and parking, loading and storage areas should be screened from adjacent roads and single family residential development. Garbage receptacles and other service areas should be screened. A landscaping plan shall be submitted as part of a development permit application.
- d) Building materials, design and massing shall support the creation of an attractive residential environment. The use of "untreated" concrete or "unfinished" metal or aluminum as a final building finish shall not be permitted.
- e) Signs should be designed so that they are compatible with buildings.
- f) Walkways should be developed to ensure convenient access to and from adjacent commercial and institutional uses. For security, walkways should be lighted and allow overview from adjacent dwellings.
- g) *deleted by Bylaw 4833 Nov. 29, 2010*



11 April 2019

Colin Moore
Development Planner
Township of Langley
20338 65 Avenue
Langley, BC V2Y 3J1

Re: Development Application Project 10-31-0146 / 1159338 BC LTD/APLIN & MARTIN

CIVIC : 22356 - 48 Avenue

LEGAL: Lot 2 Section 31 Township 10 NWD Plan 11592

We have reviewed the above proposal.

We calculate the approximate number of students generated by this proposal will be as follows:

Type of Housing	Number of Units	Elementary K-5	Middle 6-8	Secondary 9-12
Townhouses	6	2	1	1

Given the current school catchments this development would impact James Hill Elementary School, H.D. Stafford Middle School and Langley Secondary School. As you know, while the Langley School District is not responsible for the amount or pace of development we work closely with the Township of Langley in order to advocate to the Ministry of Education for the development of joint sites to benefit our students.

We make every effort to keep students in their catchment schools, but if there is insufficient space in the catchment school we will find them a space at another school in the district.

Please advise if you need any other information.

Yours sincerely,

Brian Iseli, CPA, CMA
Secretary Treasurer



June 10, 2019

Our File: 17-732A
Township of Langley Project: 10-31-1046

Community Development Division
Township of Langley
20338 65th Avenue
Langley, BC, V2Y 3J1

Attention: Colin Moore

Dear Sir,

Re: Summary of Public Information Meeting

A Public Information Meeting (PIM) was held in regards to an application that was submitted for rezoning, OCP amendment, and Development permit to facilitate the development of 6 townhouse units at 22356 48th Avenue, Langley, BC.

The following is a summary of the conversations and comments received at the event, and afterward up to the date of this letter.

Date: Wednesday, May 29, 2019
Time: 5:30pm – 7:30pm
Location: Studio # 3, WC Blair Recreation Center
22200 Fraser Hwy,
Langley, BC

Consultants: **Planner**
Anya Paskovic, Aplin Martin

Intern Architect
Vasko Pavlov, Aplin Martin

Township Staff: **Planner**
Colin Moore

Attendees: 6 individuals signed-in
9 individuals observed

NOTIFICATION

The public was notified of the PIM in advance, as per the Township's requirements. Copies of the notification materials were submitted to the Township for approval prior to distribution.

EXECUTIVE SUMMARY OF FINDINGS & PROPOSED REVISIONS TO APPLICATION IN RESPONSE TO RESIDENTS INPUT AT THE PUBLIC INFORMATION MEETING

The following is a summary of the written and verbal comments raised at the meeting and expressed on the comment sheets:

RESPONSE TO CONCERNS

CONCERN	RESPONSE
This development won't match the adjacent development's aesthetics	The development was designed to compliment the form of the adjacent development. Colors and materials are also similar. We feel that there are positives to matching the adjacent development (consistency) as well as positives to having a different appearance, colour or material treatment (variation, breaking up repetition). We are open to either direction and are willing to work with the direction preferred by the township.
The 'curve in the strata road will obstruct drivers' vision and is visually unappealing	<p>The road was curved to create additional space for the units and amenity area at the south, as well as to cut down on the oversized driveways on the northern units. The curve in the road has the added benefit of creating a jog that will act as a traffic calming measure along the strata road. Without the jog the road would not have any means of slowing down vehicles, which is a concern in a development that caters to families. We would also be open to additional traffic calming such as textured pavement</p> <p>It should also be noted that the jog in the road is only 9', which we feel will not significantly reduce visibility along the strata road.</p>
Setbacks are too low for rear units compared to adjacent project	<p>The setbacks along 48th Avenue were established to match the adjacent development. The side setbacks were lessened as they are treated as internal property lines within the development. The southern property line has the same setback, as it is also an internal property line abutting the same adjacent development.</p> <p>The southernmost building is set back +/- 17 meters from the single family lots to the south. It should also be noted that any shadows cast by these units would not affect the single-family lots.</p>
Higher density will increase traffic and the density is too high for this area and doesn't not match the adjacent project	<p>The proposed density of the development is compatible with the adjacent development and the overall density of 48th Avenue. The proposed 6-unit development has a density of 20.7 UPA, which compliments the density of the development on the east, south and west boundaries, which has a density of 20.2 UPA. The newer developments on the north side of 48th Avenue include a 3-storey mixed use building and a 4-storey apartment complex.</p> <p>Should the development be limited to 4 units, the UPA would be 13.8, which would be quite low for 48th Avenue.</p>
There are significant trees that need to be retained where rear units are proposed	Two significant trees are being retained in the southwest corner, four trees along the southern property line are being removed (and replaced with 4 new trees) and two trees in the middle of the site are being removed (and replaced with 7 trees). None of the trees on the adjacent property that are being retained will be impacted.

Child friendly areas are being jeopardized by the site lines caused by curve in road

The amenity area will be fenced in to provide safety for children playing within it. The jog in the road (previously mentioned) will provide traffic calming for additional safety.

Building 6 units instead of 4 units decreases the green space for the project

The green space provided complies with the requirements laid out in the zoning bylaw

Should you have any further questions, please contact the undersigned at 604-639-3456.

Yours truly,

APLIN & MARTIN CONSULTANTS LTD



Andy Igel, AIBC
Architect

AP:AI:CC
17-732A Open House Summary
Enclosure

COMMUNITY CALENDAR

Email: datebook@langleyadvancetimes.com. Time sensitive events given precedence

ADVERTISING FEATURE

Major University seeks participants for national hearing study.

Connect Hearing and Professor Mark Fenske at the University of Guelph are seeking participants who are over 50 years of age, have never worn hearing aids and have not had a hearing test in the last 24 months, for a hearing study that investigates factors that can influence better hearing.

Study Parameters

The researchers will examine listening in a range of situations, from one-on-one, to group conversations, watching TV and wider social contexts like supermarkets and other noisy environments, and how it effects connection and socialization.

Why Participate?

It is estimated that 46% of people aged 45 to 87 have some degree of hearing loss, but most do not seek a solution right away. In this study you'll be playing an important part in determining the key factors around identifying hearing loss and what influences the decision to seek treatment.

You can register to be a part of this major new hearing study† by calling: 1.888.242.4892 or visiting connecthearing.ca/hearing-study



*Wingfield, A., Tun, P. A., & McCoy, S. L. (2005). Hearing Loss in Older Adulthood: What It Is and How It Interacts With Cognitive Performance. *Current Directions in Psychological Science*, 14(3), 144–148. † Study participants must be over 50 years of age and have never worn hearing aids. No fees and no purchase necessary. Registered under the College of Speech and Hearing Health Professionals of BC, WAC, WCB accepted. 1. Cruckshanks, K. L., Wiley, T. L., Tweed, T. S., Klein, B. E. K., Klein, R., Mares-Pelzman, J. A., & Nondahl, D. M. (1998). Prevalence of Hearing Loss in Older Adults in Beaver Dam, Wisconsin: The Epidemiology of Hearing Loss Study. *Am. J. Epidemiol.* 148 (9), 879-886. 2. National Institutes of Health. (2010).

Developer Led
Public Information Meeting
(Township of Langley Project No. 10-31-0146)

1159338 BC LTD. has submitted a Rezoning, OCP Amendment and Development Permit application at 22356 48th Avenue to facilitate the development of 6 townhouse units.

Residents are invited to a Public Information Meeting to discuss the proposed residential development.

The developer, consultants, and Township of Langley staff will be in attendance to provide information on the proposal, hear your comments and answer questions.



Meeting Location: W.C. Blair Recreation Centre - Studio #3
22200 Fraser Highway, Langley, BC

Date: Wednesday, May 29, 2019

Time: 5:30pm - 7:30pm

For more information please contact:

Anya Paskovic, Planner
Aplin & Martin Consultants Ltd.
604-639-3456 | openhouse@aplinmartin.com



Ongoing

• **Seniors' Gardening Club** returns for its third year at Langley Demonstration Garden demonstration garden. Roll up your sleeves, prepare to get dirty, and get moving through digging, planting, and gardening. Tips, cuttings, seeds, and ideas for successful gardening shared. All levels welcome. Bring gardening gloves if you have them. 50+ years free, every Monday, to June 17, from 9 to 10:30 a.m. Sessions may be cancelled due to inclement weather.

• **Lekh Mulhall Kilpin art exhibition** celebrated with reception at Langley Centennial Museum, 9135 King St., from 2 to 4 p.m. The exhibition runs to June 2.

May 22

• **Sources Langley Food Bank** re-opens to clients at its new location: Unit 208, 20445 62nd Ave. The first distribution day for clients will be Wednesday, May 22.

• **Adapting to Climate Change** – Township of Langley, federal government, and Pacific Climate Impacts Consortium (PCIC). Discuss climate change effects with MP John Aldag and PCIC climate scientist Trevor Murdock, from 7 to 8:30 p.m., Fraser River Presentation Theatre, Civic Facility, 20338 65th Ave.

May 23

• **Langley Seniors Community Action Table**, in Partnership with the Langley Division of Family Practice, presenting MEDWATCH Health Care Emergency Program at Sunridge Gardens, 22301 Fraser Hwy., from 10 to 11 a.m., LSCAT meeting

to follow. All seniors welcome. This is a free presentation, but registration is appreciated for snacks and refreshment purposes. Call Tania to register at 604-307-9066.

• **Annual general meeting** of the Downtown Langley Business Association, from 6 to 9 p.m., in the Coast Hotel and Convention Centre ballroom, 20393 Fraser Hwy.

May 24-25

• **Langley Secondary School's 1974 Grads** are organizing a 45-year reunion. There will be a social meet-and-greet evening in Murrayville on May 24. Potluck lunch, car rally, and catered dinner at George Preston Recreation Centre planned for May 25. Tickets and more information: contact Tom Barichello at tom_sharon@shaw.ca. Facebook: LSS Grads 74.

May 25

• **Yard Sale** – Brookwood Senior Citizen Hall, 19899 36th Ave., from 9 a.m. to 1 p.m.

• **Township-wide Garage Sale** is an opportunity to declutter and organize. Info: tol.ca/garagesale.

• **Second annual Langley Walk for Alzheimer's** at Chartwell Langley Gardens Retirement Community, 8888 202nd St., from 10 a.m. to noon. Annual event raises money for Alzheimer's disease. Register: Langley Gardens at 604-881-8138 or Walnut Grove-Willoughby Business Association at 604-897-0992.

May 26

• **Annual MS Walk** to raise funds for multiple sclerosis (MS) gets underway at 10:30 a.m. (check-in starts at 9 a.m.) from Douglas Park, 20550 Douglas Cres. Participants can choose from a variety of routes, including a wheelchair-accessible route for people using mobility aids. Info: mswalks.ca.

derway at 10:30 a.m. (check-in starts at 9 a.m.) from Douglas Park, 20550 Douglas Cres. Participants can choose from a variety of routes, including a wheelchair-accessible route for people using mobility aids. Info: mswalks.ca.

May 28

• Willoughby Residents Association meets 7 p.m. at Shepherd of the Valley Church, 20097 72nd Ave. If you live in Willoughby or are concerned about the Willoughby area, come have a say in your neighbourhood and hear what we've been doing for our community. Info: www.willoughbyresidents.org.

May 31-Jun2

• **Walk in the Spirit of Reconciliation** begins in Fort Langley on May 31 and winds up in Mission on June 2. Friday 5:30 p.m.: walk from the United Church in Fort Langley to Kwantlen First Nation for 6 p.m. meal and cultural presentation at the Longhouse. Saturday 9 a.m.: walk from Marina Park, Fort Langley, to Mt. Lehman United Church. Sunday noon: walk from the north side of the Mission Bridge to Pekw'xe:Yles (site of St. Mary's Residential School), where there will be a tour and stories (1:30 p.m.), Kairos blanket exercise (2:30 p.m.), and dinner (6 p.m.). This is the fourth annual walk, commemorating the final report of the Truth and Reconciliation Commission of June 2, 2015. Find out more on Facebook at Walk in the Spirit of Reconciliation, or contact Hilde Seal, 604-530-2929, hilde@ucol.ca.

Email your event information to datebook@langleyadvancetimes.com

COMMUNITY
Calendar

Post your event
10 days ahead.

online
langleyadvancetimes.com

Working Together
For All Your Healthcare Needs



Family Care Pharmacy
& Avecina Medical Clinic

GREAT SERVICE • FREE DELIVERY



FAMILY CARE PHARMACY
LANGLEY: 5581-204th St
604.539.1611

OPEN: Monday-Friday: 9am-6pm • Saturday: 10am-5pm • Sunday: 10am-4pm

**AVECINA MEDICAL CLINIC AVAILABLE FOR
ADDICTION CARE 7 DAYS A WEEK
604-539-1744**

Community calls for
volunteers & donations

• **Boutique Finds** - Volunteers run the boutique thrift shop in support of Langley Meals on Wheels at 20410 Douglas Cres. Open from 11 a.m. to 5 p.m. Monday to Friday and from 10 a.m. to 4 p.m. Saturday.

• **Fort Langley Jazz & Arts Festival** needs volunteers of all ages and skill levels for the event July 26 to 28. Minimum four-hour shift. T-shirt and volunteer appreciation event for those who help out. Info and registration: www.fortlangleyjazzfest.com/volunteer.

• **Langley Emergency Program** manages volunteer teams – Emergency Support Services and Emergency Communications Support. Contact Ginger at 604-514-2820 or ep@langleycity.ca.

• **Meals on Wheels** - The non-profit society provides meals for those unable to cook for themselves, whether due to age or infirmity. Available long-term temporarily, such as post-surgery. Volunteer drivers are also wanted. Meal delivery takes place Monday to Friday 11:30 a.m. to 1 p.m. A route usually takes about 90 minutes. 20414 Douglas Cres. 604-533-1679.

Public Information Meeting

Wednesday, May 29, 2019

Rezoning, OCP Amendment and Development Permit application at 22356 48th Avenue to facilitate the development of 6 townhouse units.

	Name:	Address:	Phone or Email
1	[Redacted]	[Redacted]	[Redacted]
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			F.1
15			
16			

FOIPPA s.22(1)

Public Information Meeting

Wednesday, May 29, 2019

Rezoning, OCP Amendment and Development Permit application at 22356 48th Avenue to facilitate the development of 6 townhouse units.

	Name:	Address:	Phone or Email
17	FOIPPA s.22(1)		
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
32			F.1
33			

COMMENTS

F.1

Wednesday, May 29, 2019

Rezoning, OCP Amendment and Development Permit application at 22356 48th Avenue to facilitate the development of 6 townhouse units.

increased density means more traffic,
curved road obstructs vision in front of play area
developer purchased property knowing it was slated
as a 4 unit development
diminishes the green space that was expected from
the original plan

Please drop off your comment sheet in the comment box or:

- Email: openhouse@aplinmartin.com
- Fax: 604-597-9061

Thank you for your input. Your opinions are important to us and will guide us in our decision making as we progress through the design process of this project.

FOIPPA s.22(1)

Name:

Address:

Phone:

Email:

COMMENTS

F.1

Wednesday, May 29, 2019

Rezoning, OCP Amendment and Development Permit application at 22356 48th Avenue to facilitate the development of 6 townhouse units.

This project does not fit well with neighboring townhomes. The curve in the road does not look good at all. Child friendly areas are being jeopardized due to site lines. Looks too cramped and does not flow. All in all this would be a bad development project.

Please drop off your comment sheet in the comment box or:

- Email: openhouse@aplinmartin.com
- Fax: 604-597-9061

Thank you for your input. Your opinions are important to us and will guide us in our decision making as we progress through the design process of this project.

Name:

Address:

Phone:

Email:

FOIPPA s.22(1)

Lorngley B.C.

COMMENTS

F.1

Wednesday, May 29, 2019

Rezoning, OCP Amendment and Development Permit application at 22356 48th Avenue to facilitate the development of 6 townhouse units.

- BACK 2 UNITS 3 M SET BACK to rear yard needs to be 7.5 M as imposed on neighboring development
- DEVELOPER HAD KNOWLEDGE & CONCEPTUAL UNIT DESIGN AT 22356 48th
- 21' depth of back 2 units vs neighbouring development floor plan will not fit in & make area look cheap
- DENSITY TOO HIGH
- There are significant trees that need to be retained where back 2 units are proposed. Township identified these trees. Murrayville lacks old CEDARS SUCH AS THESE TREES
- Lane way should not curve (SITE-LINES need to remain open due to playgrounds) DANGEROUS design.

Please drop off your comment sheet in the comment box or:

- Email: openhouse@aplinmartin.com
- Fax: 604-597-9061

Thank you for your input. Your opinions are important to us and will guide us in our decision making as we progress through the design process of this project.

Name:

Address:

Phone:

Email:

FOIPPA s.22(1)

COMMENTS

F.1

Wednesday, May 29, 2019

Rezoning, OCP Amendment and Development Permit application at 22356 48th Avenue to facilitate the development of 6 townhouse units.

- This project is way too high density for townhomes and does not fit in well with adjoining projects to east and west
- Back yards setbacks are 1/2 the size of neighbouring projects
- Curve in road feels very awkward, especially for sight lines around child amenity spaces and for emergency vehicles access as well as Garbage Pickup

Please drop off your comment sheet in the comment box or:

- Email: openhouse@aplinmartin.com
- Fax: 604-597-9061

Thank you for your input. Your opinions are important to us and will guide us in our decision making as we progress through the design process of this project.

Name:

Address:

Phone:

Email:

FOIPPA s.22(1)



APLIN MARTIN
ENGINEERING ARCHITECTURE PLANNING SURVEYING

APLIN & MARTIN CONSULTANTS LTD.

1680 - 13450 102nd AVENUE, SURREY, BC V3T 5X3 | WWW.APLINMARTIN.COM | (604) 639-3456

**THE CORPORATION OF THE TOWNSHIP OF LANGLEY
LANGLEY OFFICIAL COMMUNITY PLAN BYLAW 1979 NO. 1842
AMENDMENT (MURRAYVILLE COMMUNITY PLAN) BYLAW 1988 NO. 2661
AMENDMENT (1159338 BC LTD.) BYLAW 2020 NO. 5547**

EXPLANATORY NOTE

Bylaw 2020 No. 5547 amends the Murrayville Community Plan by re-designating the property located at 22356 – 48 Avenue, from Commercial and Development Permit Area C (Commercial) to Multi Family Two and Development Permit Area A (Residential). The amendment will facilitate the development of a six unit townhouse project.

THE CORPORATION OF THE TOWNSHIP OF LANGLEY
LANGLEY OFFICIAL COMMUNITY PLAN BYLAW 1979 NO. 1842
AMENDMENT (MURRAYVILLE COMMUNITY PLAN) BYLAW 1988 NO. 2661
AMENDMENT (1159338 BC LTD.) BYLAW 2020 NO. 5547

A Bylaw to amend the Murrayville Community Plan

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 “Langley Official Community Plan Bylaw 1979 No. 1842 Amendment (Murrayville Community Plan) Bylaw 1988 No. 2661 Amendment (1159338 BC Ltd.) Bylaw 2020 No. 5547”.
2. Langley Official Community Plan Bylaw 1979 No. 1842 Amendment (Murrayville Community Plan) Bylaw 1988 No. 2661 as amended is further amended by redesignating lands described as:

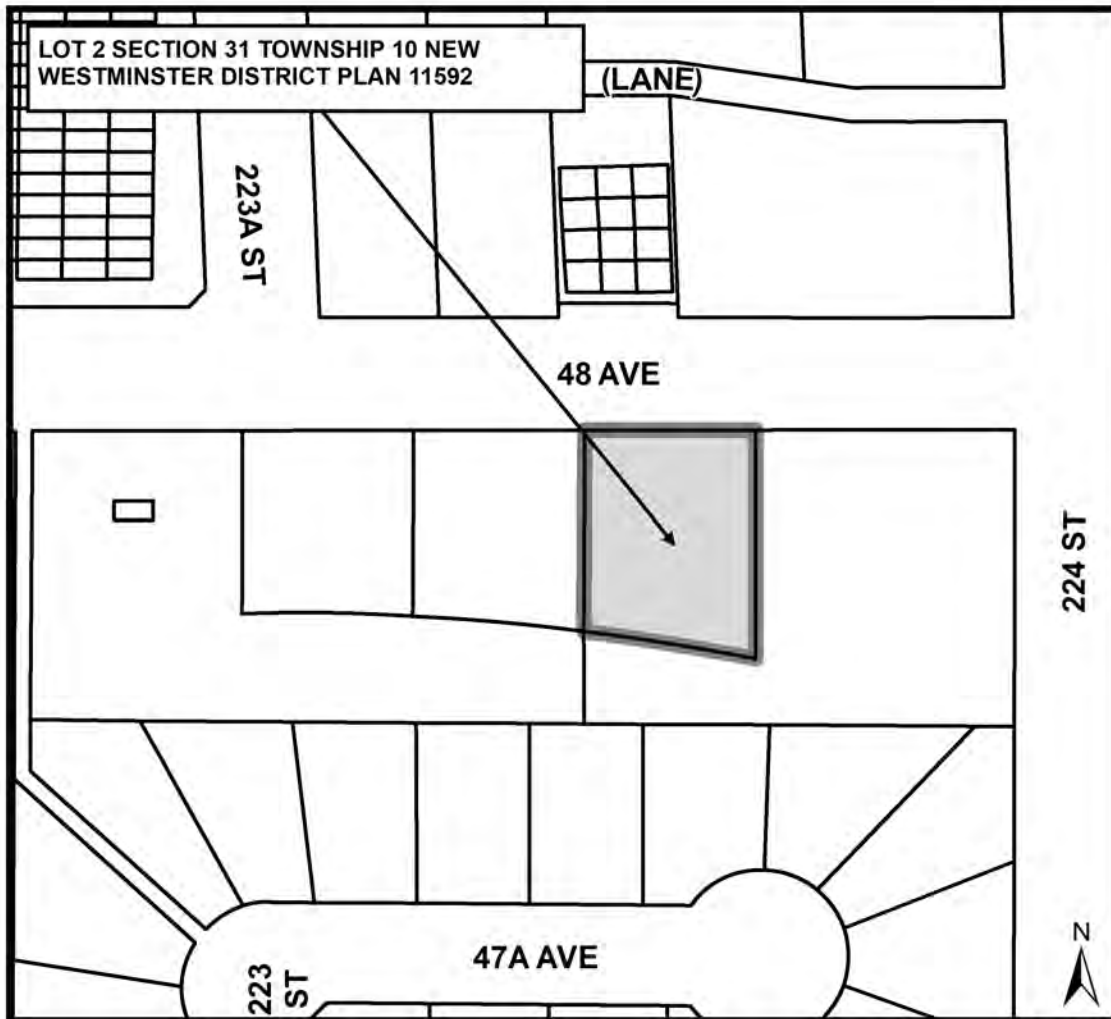
Lot 2 Section 31 Township 10 New Westminster District Plan 11592

As set out on Schedule “A” attached to and forming part of this Bylaw to “Multi Family Two” on Map 2 and by amending Map 3 (Development Permit Areas) to include the lands shown on Schedule “A” as part of “Development Permit Area A”.

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.
RECONSIDERED AND ADOPTED the	day of	, 2020.

_____ Mayor _____ Township Clerk

SCHEDULE 'A' BYLAW NO. 5547



THE CORPORATION OF THE TOWNSHIP OF LANGLEY
TOWNSHIP OF LANGLEY ZONING BYLAW 1987 NO. 2500
AMENDMENT (1159338 BC LTD.) BYLAW 2020 NO. 5548

EXPLANATORY NOTE

Bylaw 2020 No. 5548 rezones 0.12 ha (0.29 ac) of land located at 22356 – 48 Avenue from Suburban Residential Zone SR-1 to Comprehensive Development Zone CD-141 to accommodate 6 townhouse units.

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

TOWNSHIP OF LANGLEY ZONING BYLAW 1987 NO. 2500

AMENDMENT (1159338 BC LTD.) BYLAW 2020 NO. 5548

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 (1159338 BC LTD.) Bylaw 2020 No. 5548”.
2. The “Township of Langley Zoning Bylaw 1987 No. 2500” as amended is further amended by:
 - a. Adding to the Table of Contents and Section 104.1 – Zones the words “Comprehensive Development Zone CD-141 after the words “Comprehensive Development Zone CD-140”
 - b. Adding to Section 110.1 after the words “CD-140” the words “CD-141 – 1,000 m²”
 - c. Adding after Section 1040 “Comprehensive Development Zone CD-140” the following as Section 1041 “Comprehensive Development Zone CD-141”

1041 COMPREHENSIVE DEVELOPMENT ZONE CD-141

Uses Permitted

- 1041.1 In the CD-141 Zone only the following *uses* are permitted and all other *uses* are prohibited:
- 1) *accessory buildings and uses*
 - 2) *accessory home occupations* subject to Section 104.3
 - 3) *townhouses*

Density

- 1041.2 The density permitted shall be no greater than 52 units per hectare (21 units per acre).

Lot Coverage

- 1041.3 The maximum permitted lot coverage *of buildings and structures* shall be in accordance with the provisions of a Development Permit.

Siting of Buildings and Structures

- 1041.4 *Buildings and structures* shall be sited in accordance with the provisions of a Development Permit.

Height of Buildings and Structures

1041.5 The *height of buildings and structures* shall not exceed three (3) *storeys*.

Parking and Loading

1041.6 Parking and loading shall be provided in accordance with Section 107 and be in accordance with the provisions of the Development Permit.

Subdivision Requirements

1041.7 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

1041.8 Landscaping areas, landscaping screens and fencing shall be provided in accordance with the provisions of a Development Permit.

Age Friendly Amenity

1041.9 Age Friendly Amenity areas shall be provided in accordance with Section 111.5 and in accordance with the Development Permit.

Development Permit Requirements

1041.10 An application for a Development Permit shall be submitted to Council for its consideration prior to issuance of a *Building* Permit.

3. The "Township of Langley Zoning Bylaw 1987 No. 2500" as amended is further amended by rezoning the lands described as:

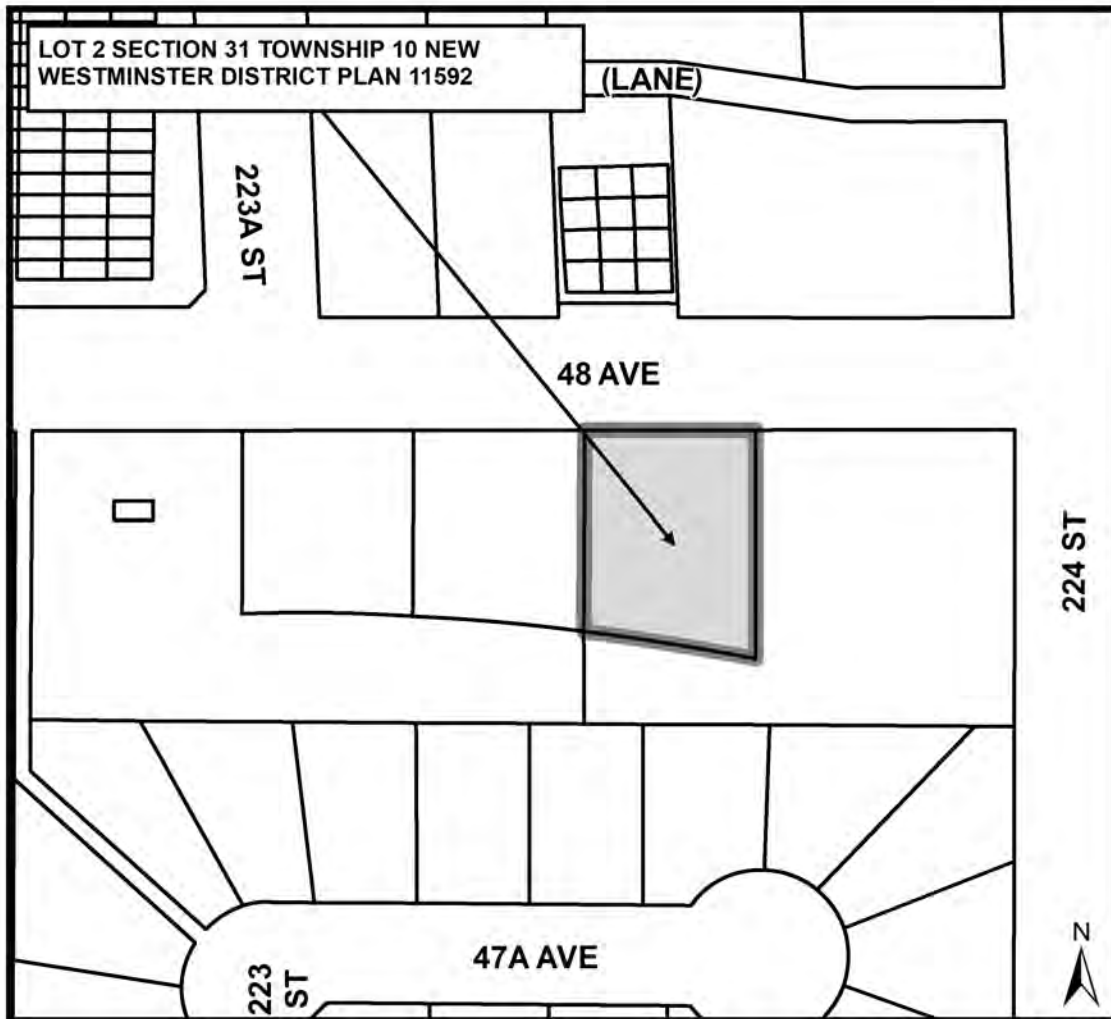
Lot 2 Section 31 Township 10 New Westminster District Plan 11592

as shown delineated on Schedule "A" attached to and forming part of this Bylaw to Comprehensive Development Zone CD-141.

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.
RECONSIDERED AND ADOPTED the	day of	, 2020.

_____ Mayor _____ Township Clerk

SCHEDULE 'A' BYLAW NO. 5548



THE CORPORATION OF THE TOWNSHIP OF LANGLEY

TOWNSHIP OF LANGLEY PHASED DEVELOPMENT AGREEMENT

(1159338 BC LTD.) BYLAW 2020 NO. 5549

EXPLANATORY NOTE

Bylaw 2019 No. 5549 authorizes the Township of Langley to enter into a phased development agreement with 1159338 BC Ltd.

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

**TOWNSHIP OF LANGLEY PHASED DEVELOPMENT AGREEMENT
(1159338 BC LTD.) BYLAW 2020 NO. 5549**

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 (1159338 BC Ltd.) Bylaw 2020 No. 5549".
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	day of	, 2020.
READ A SECOND TIME the	day of	, 2020.
NOTICE WAS ADVERTISED ON	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

**PHASED DEVELOPMENT AGREEMENT
(1159338 BC LTD.)**

THIS AGREEMENT dated for reference _____, 20____

BETWEEN:

1159338 BC Ltd.
5443 – 144A Street
Surrey, BC
V3X 1B5

(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 the Cash in Lieu to be paid by the Developer, the grant of the Easement and the dedication of the Roads pursuant to this Agreement;

“**Assumption Agreement**” has the meaning set out in section 29;

“**Authorized Assignee**” has the meaning in section 24;

“**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 6 townhouse units, together with all servicing works and landscaping, as shown on the Site Plan;

“**Dominant Tenements**” means certain lands and premises legally described as:

- a. PID: NPA, Lot 1 Section 31 Township 10 New Westminster District Plan EPP88583; and

- b. PID: NPA, Lot 2 Section 31 Township 10 New Westminster District Plan EPP88583,

(as shown on Schedule D). For greater certainty, as of the date of this Agreement, the Dominant Tenements have not yet been created as legal parcels, but are anticipated to be created imminently by filing plan EPP88583 in the Land Title Office. In the event that the Dominant Tenements are not created as legal parcels, for any reason, at the time required to grant the Easement, the dominant tenements for the Easement will be to the satisfaction of the Township;

“Easement” means a vehicular and pedestrian access easement over the Lands (as a servient tenement) in favour of the Dominant Tenements which easement will include one or more covenants in favour of the Township (pursuant to section 219 of the Land Title Act), all to the satisfaction of the Township. The area of the Easement will be to the satisfaction of the Township, with the intent of providing a singular connected reciprocal access/egress route with the easement areas shown on the plan attached as Schedule D (in which the Owner has or will imminently have access rights pursuant to an easement granted in favour of the Lands by the owners of the Dominant Tenements);

“Lands” means the lands and premises legally described as PID: 009-561-803, Lot 2 Section 31 Township 10 New Westminster District Plan 11592;

“PDA Bylaw” means the bylaw authorizing the entering into of this Agreement, being the “Township of Langley Phased Development Agreement Bylaw 2020, No. 5549;

“Policy” means the Community Amenity Contributions Policy No. 07-166, as amended from time to time;

“Rezoning Bylaw” means Zoning Bylaw Amendment 2020 No. 5548, a copy of which is attached as Schedule C, rezoning the Lands to Comprehensive Development Zone CD-141 as it is on the date of the adoption of the Rezoning Bylaw;

“Roads” means the south half of 48 Avenue, as generally shown on the Site 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 CD-141 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 five 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

3. The Developer will deliver to the Township the amount of \$28,884.00 (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.
4. 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.
5. 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.
6. 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.
7. The Developer will grant for the benefit of the Dominant Tenements the Easement in the form, substance and over an area satisfactory to the Township. The Developer will register the Easement (and all covenants forming part thereof) in the Land Title

Office, such that all covenants in favour of the Township are registered in priority to all financial charges.

8. 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, 6 and 7, to the satisfaction of the Township.
9. The Lands will only be subdivided as necessary to create the layout shown on the Site Plan and as necessary to give effect to the Easement, 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, or that would have the effect of limiting the area of, or the rights under, the Easement. 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

10. 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.
11. 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.
12. 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.

13. 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

14. No amendment to this Agreement will be effective unless it is made in writing and is duly executed by the Developer and the Township.
15. 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.
16. Nothing in section 15 prevents the Township from deciding to hold a public hearing in advance of a minor amendment to this Agreement if it so chooses.
17. A public hearing is required as a precondition to an amendment to this Agreement that is not a minor amendment.

Term, Termination and Enforcement

18. This Agreement will be in place during the Term after which it will expire and all rights granted herein will terminate, except as expressly stated otherwise.
19. 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.
20. The Township may, but is not obliged to, terminate this Agreement if the Developer is in default of any of its obligations and has not corrected the default within 30 days of

written notice by the Township.

21. The following enforcement procedures and remedies will be available to a party if the other party does not comply with any other section hereof when required:

- (a) either party may commence proceedings for a declaration or to otherwise enforce against any breach, and, if successful, will be entitled to recover costs from the other on a solicitor and his own client basis; and
- (b) either party may commence proceedings for injunctive relief in connection with a breach, and, if successful, will be entitled to receive costs from the other on a solicitor and his own client basis;

provided however that, in the event of a default in performance of any such sections, a party will give the other party written notice within thirty days after it becomes aware that any default has occurred, and the other will have thirty days from the date of the written notice to correct the default.

22. 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

23. Nothing in the Agreement in any way limits the right of the Developer to sell all, or any portion of, the Lands.
24. In the event of a sale, the "class of persons" by whom the rights set out in this Agreement may be exercised without further consent by the Township, as contemplated by section 516 of the *Local Government Act*, is any company, partnership, individual or other entity to whom the Developer transfers the Lands, or individual parcels subdivided therefrom, other than companies, partnerships, individuals or entities that are in receivership or bankruptcy (the "**Authorized Assignee(s)**").

25. A company, partnership, individual or entity that is in receivership or bankruptcy may only exercise the rights set out in this Agreement if it first obtains the consent of the Township to the assignment of such rights. Otherwise, consent of the Township to the assignment is not required.
26. The Developer's obligations under this Agreement are binding on all persons who acquire an interest in the land affected by this Agreement.
27. In the event of a transfer of the whole of the Lands to an Authorized Assignee, the following will apply:
 - (a) this Agreement is, effective immediately upon such transfer, assigned to the transferee such as to be a Phased Development Agreement between the Township and the transferee, and enforceable as between the Township and the transferee;
 - (b) the obligations of the Developer to the Township under this Agreement (as compared to the obligations of the transferee to the Township) will cease if the Developer provides the Township with an acknowledgement signed by the transferee that the transferee assumes the obligations of the Developer under this Agreement; and
 - (c) notwithstanding section 27(b), the Developer will not be released as regards any breach of this Agreement that occurred while the Developer was the owner of or had an interest in the Lands, unless the Township provides the Developer with a release to that effect.
28. In the event of a transfer of any subdivided portion of the Lands:
 - (a) subject to section 28(c), the transferee will have all right, title, benefit, interest, privilege and advantage of the Developer of this Agreement in respect of the portion of the Lands transferred to the transferee, but only in respect of that portion of the Lands transferred;
 - (b) the agreement of the transferee is not and will not be required under this Agreement on the issue of whether a change made to the Specified Bylaw Provisions is applicable to the development of lands other than the portion of the Lands transferred to the transferee; and
 - (c) unless otherwise set out in the Assumption Agreement, notwithstanding section 27(a), the transferee:
 - (i) will not have any rights under any provision of this Agreement other than section 10, as against the Developer or the Township; and
 - (ii) the transferee will have no rights or remedies against the Developer or the Township in the event of the termination of

this Agreement pursuant to provisions herein.

29. Unless an assumption agreement is entered into between the Township, the Developer and the transferee, in the form satisfactory to the Township (the “**Assumption Agreement**”) a transfer of a subdivided portion of the Lands does not in any way affect:
 - (a) the rights and obligations of the Township as against the Developer (as compared to the transferee) under this Agreement;
 - (b) the rights and obligations of the Developer (as compared to the transferee) as against the Township under this Agreement; or
 - (c) the Township’s right to terminate this Agreement (and by doing so terminate the rights of the transferee) under this Agreement.
30. The Assumption Agreement can provide that some or all of the rights and obligations of the Developer to the Township under this Agreement are transferred to the transferee and cease to be rights or obligations of the Developer, as set out in the Assumption Agreement.
31. Unless otherwise provided for in the Assumption Agreement, the obligation of the transferee in respect of a subdivided portion of the Lands includes an obligation to:
 - (a) cooperate fully and promptly execute all documentation that the Developer may require; and
 - (b) provide all authorizations, access and information that the Developer may require,

to facilitate or enable the performance and discharge by the Developer of its rights and obligations under this Agreement.

Other

32. This Agreement will enure to the benefit of and will be binding upon the parties hereto, and their respective successors and permitted assigns.
33. All obligations of the Developer hereunder are subject to the Developer being able to obtain all bylaw and statutorily required approvals therefor.
34. 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*.
35. 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.

36. This Agreement (including consequential agreements contemplated herein) is the entire agreement (verbal or written) between the parties regarding the Specified Bylaw Provisions 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, the Easement, greenways 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*.
37. Time is of the essence of this Agreement.
38. 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.
39. 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.
40. If any part of this Agreement other than section 10 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 10 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

41. 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.

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

Indemnity and Release

43. The Developer will indemnify and save harmless the Township from any and all claims, causes of action, suits, demands, fines, penalties, costs, deprivation, expenses or legal fees whatsoever, whether based in law or equity, whether known or unknown, which anyone has or may have against the Township or which the Township incurs as a result of any loss, damage or injury, including economic loss or deprivation, arising out of or connected with or any breach by the Developer of this Agreement.
44. The Developer hereby releases and forever discharges the Township of and from any claims, causes of action, suits, demands, fines, penalties, costs, deprivation, expenses or legal fees whatsoever which the Developer can or may have against the Township, whether based in law or equity, whether known or unknown, for any loss, damage or injury, including economic loss or deprivation, that the Developer may sustain or suffer arising out of or connected with this Agreement, including the restrictions and requirements of this Agreement, the provisions of the Amenities, or any breach by the Developer of any covenant in this Agreement.
45. The indemnity and release provisions of sections 43 and 44 will survive the expiry or termination of this Agreement.

Notice

46. 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:

1159338 BC Ltd.
5443 – 144A Street
Surrey, BC V3X 1B5

- (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

and a party at any time 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

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

Costs

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

Schedules

49. 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 provisions related to CD-141

Schedule D – Easement areas

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

1159338 BC LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

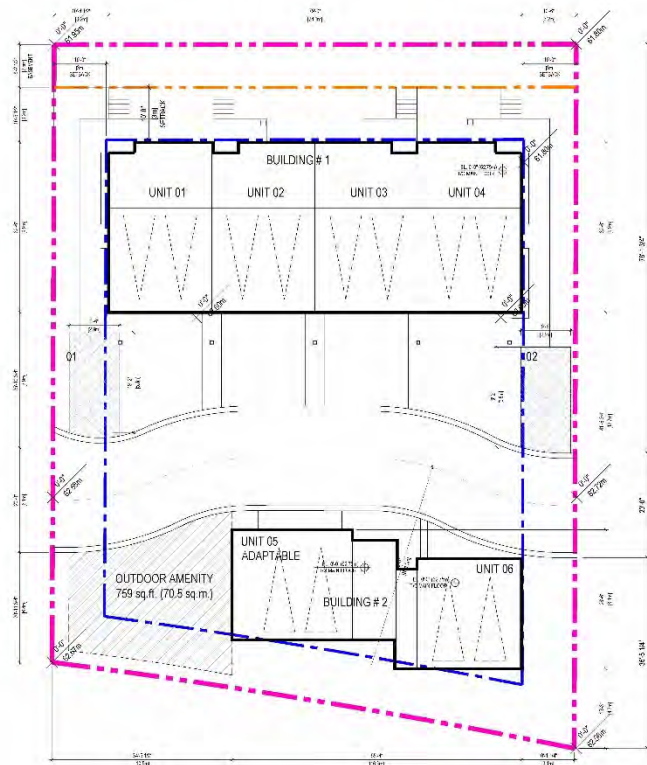
**THE CORPORATION OF
THE TOWNSHIP OF
LANGLEY**

Per: _____

Per: _____

SCHEDULE A

SITE PLAN



SCHEDULE B
FORM FOR AGREEMENT TO BYLAW CHANGES

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

BETWEEN:

1159338 BC Ltd.
 5443 – 144A Street
 Surrey, BC
 V3X 1B5

(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. 5549, 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: 009-561-803, Lot 2 Section 31 Township 10 New Westminster District Plan 11592 (the “**Lands**”);
- C. The Township has, pursuant to Bylaw 2020, No. 5548 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.

1159338 BC LTD.

**THE CORPORATION OF
THE TOWNSHIP OF
LANGLEY**

Per: _____
Authorized Signatory

Per: _____

Per: _____
Authorized Signatory

Per: _____

SCHEDULE C
Rezoning Bylaw
THE CORPORATION OF THE TOWNSHIP OF LANGLEY
TOWNSHIP OF LANGLEY ZONING BYLAW 1987 NO. 2500
AMENDMENT (1159338 BC LTD.)
BYLAW 2020 NO. 5548

EXPLANATORY NOTE

Bylaw 2020 No. 5548 rezones 0.12 ha (0.29 ac) of land located at 22356 – 48 Avenue from Suburban Residential Zone SR-1 to Comprehensive Development Zone CD-141 to accommodate 6 townhouse units.

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

**TOWNSHIP OF LANGLEY ZONING BYLAW 1987 NO. 2500
AMENDMENT (1159338 BC LTD.) BYLAW 2020 NO. 5548**

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 (1159338 BC LTD.) Bylaw 2020 No. 5548".
- 2.
2. The "Township of Langley Zoning Bylaw 1987 No. 2500" as amended is further amended by:
 - a. Adding to the Table of Contents and Section 104.1 – Zones the words "Comprehensive Development Zone CD-141 after the words "Comprehensive Development Zone CD-140"
 - b. Adding to Section 110.1 after the words "CD-140" the words "CD-141 – 1,000 m²"
 - c. Adding after Section 1040 "Comprehensive Development Zone CD-140" the following as Section 1041 "Comprehensive Development Zone CD-141"

1041 COMPREHENSIVE DEVELOPMENT ZONE CD-141

Uses Permitted

- 1041.1 In the CD-141 Zone only the following *uses* are permitted and all other *uses* are prohibited:
- 1) *accessory buildings and uses*
 - 2) *accessory home occupations* subject to Section 104.3
 - 3) *townhouses*

Density

- 1041.2 The density permitted shall be no greater than 52 units per hectare (21 units per acre).

Lot Coverage

- 1041.3 The maximum permitted lot coverage *of buildings and structures* shall be in accordance with the provisions of a Development Permit.

Siting of Buildings and Structures

- 1041.4 *Buildings and structures* shall be sited in accordance with the provisions of a Development

Permit.

Height of Buildings and Structures

1041.5 The *height* of *buildings* and *structures* shall not exceed three (3) *storeys*.

Parking and Loading

1041.6 Parking and loading shall be provided in accordance with Section 107 and be in accordance with the provisions of the Development Permit.

Subdivision Requirements

1041.7 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

1041.8 Landscaping areas, landscaping screens and fencing shall be provided in accordance with the provisions of a Development Permit.

Age Friendly Amenity

1041.9 Age Friendly Amenity areas shall be provided in accordance with Section 111.5 and in accordance with the Development Permit.

Development Permit Requirements

1041.10 An application for a Development Permit shall be submitted to Council for its consideration prior to issuance of a *Building* Permit.

3. The "Township of Langley Zoning Bylaw 1987 No. 2500" as amended is further amended by rezoning the lands described as:

Lot 2 Section 31 Township 10 New Westminster District Plan 11592

as shown delineated on Schedule "A" attached to and forming part of this Bylaw to Comprehensive Development Zone CD-141.

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.
RECONSIDERED AND ADOPTED the	day of	, 2020.

Mayor

Township Clerk

SCHEDULE 'A' BYLAW NO. 5548

