

THE CORPORATION OF THE TOWNSHIP OF LANGLEY
TOWNSHIP OF LANGLEY ZONING BYLAW 1987 NO. 2500
AMENDMENT (INFINITY PROPERTIES LTD.) BYLAW 2020 NO. 5570

EXPLANATORY NOTE

Bylaw 2020 No. 5570 rezones 5.24 ha (13.0 ac) of land located at 7517, 7541, 7547 and 7575 – 197 Street from Suburban Residential Zone SR-2 to Residential Compact Lots Zone R-CL(A), R-CL(B) and R-CL(SD) to accommodate 58 single family lots, and 44 semi-detached units.

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

**TOWNSHIP OF LANGLEY ZONING BYLAW 1987 NO. 2500
AMENDMENT (INFINITY PROPERTIES LTD.) BYLAW 2020 NO. 5570**

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 (Infinity Properties Ltd.) Bylaw 2020 No. 5570".
2. The "Township of Langley Zoning Bylaw 1987 No. 2500" as amended is further amended by rezoning the lands described as portions of:

Portions of: Lots 2 and 3 Except: Part Dedicated Road on Plan LMP47824 Section 22 Township 8 NWD Plan LMP36192;

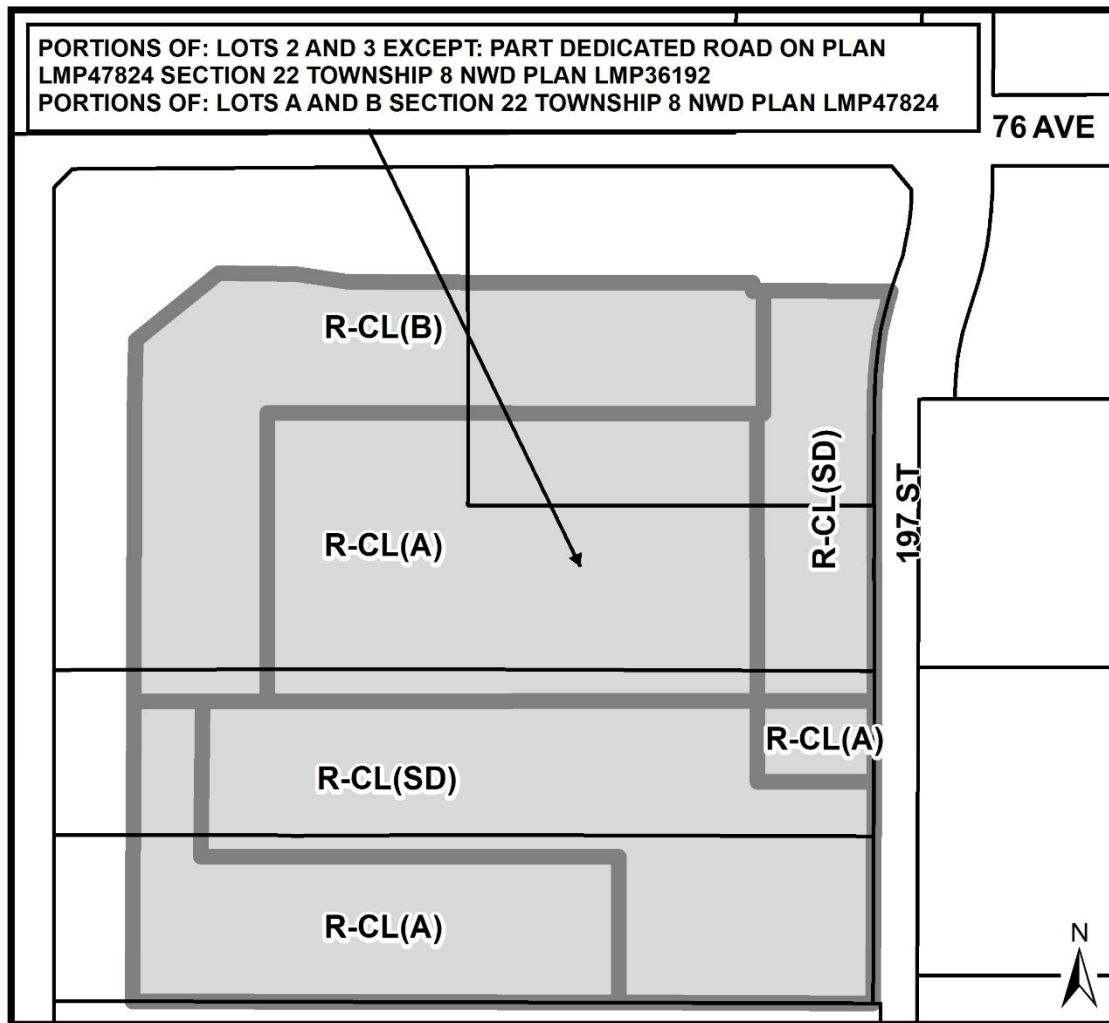
Portions of: Lots A and B Section 22 Township 8 NWD Plan LMP47824

as shown delineated on Schedule "A" attached to and forming part of this Bylaw to Residential Compact Lot Zones R-CL(A), R-CL(B) and R-CL(SD).

READ A FIRST TIME the	23	day of	March	, 2020.
READ A SECOND TIME the	23	day of	March	, 2020.
PUBLIC HEARING HELD the	20	day of	April	, 2020.
READ A THIRD TIME the	20	day of	April	, 2020.
ADOPTED the		day of		, 2021.

_____ Mayor _____ Township Clerk

SCHEDULE 'A' BYLAW NO. 5570



THE CORPORATION OF THE TOWNSHIP OF LANGLEY

**TOWNSHIP OF LANGLEY PHASED DEVELOPMENT AGREEMENT
(INFINITY PROPERTIES LTD.) BYLAW 2020 NO. 5571**

EXPLANATORY NOTE

Bylaw 2020 No. 5571 authorizes the Township of Langley to enter into a phased development agreement with Infinity Properties Ltd., Benchmark Homes Investments Ltd. and Benchmark Management Ltd.

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

**TOWNSHIP OF LANGLEY PHASED DEVELOPMENT AGREEMENT
(INFINITY PROPERTIES LTD.) BYLAW 2020 NO. 5571**

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 (Infinity Properties Ltd.) Bylaw 2020 No. 5571".
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	23	day of	March	, 2020.
READ A SECOND TIME the	23	day of	March	, 2020.
NOTICE WAS ADVERTISED ON	9, 16	day of	April	, 2020.
PUBLIC HEARING HELD the	20	day of	April	, 2020.
READ A THIRD TIME the	20	day of	April	, 2020.
ADOPTED the		day of		, 2021.

_____ Mayor _____ Township Clerk

**APPENDIX ‘A’
PHASED DEVELOPMENT AGREEMENT
(Infinity Properties Ltd.)**

THIS AGREEMENT dated for reference _____, 2020

AMONG:

Infinity Properties Ltd.
#205 6360 – 202 Street
Langley BC V2Y 1N2

AND:

Benchmark Homes Investments Ltd.
#204 6360 – 202 Street
Langley BC V2Y 1N2

AND:

Benchmark Management Ltd.
#100, 20120 – 64th Avenue
Langley, BC V2Y 1M8

(collectively, Infinity Properties Ltd., Benchmark Homes Investments Ltd. and Benchmark Management Ltd. are 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, dedication of the Roads, subdivision and transfer of Streamside Protection and Enhancement Area, the acquisition of land for the joint elementary school and neighbourhood park site (if applicable), and the acquisition of land for the community stormwater detention pond (if applicable), pursuant to this Agreement;

“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 58 single family dwellings and 44 semi-detached dwellings, together with all servicing works and landscaping, as shown on the Site Plan;

“Lands” means, collectively, the lands and premises legally described as:

- PID: 024-932-426, Lot A Section 22 Township 8 New Westminster District Plan LMP47824;
- PID: 024-932-434, Lot B Section 22 Township 8 New Westminster District Plan LMP47824;
- PID: 024-102-067, Lot 2 Except: Part Dedicated Road on Plan LMP47824 Section 22 Township 8 New Westminster District Plan LMP36192;
- PID: 024-102-075, Lot 3 Except: Part Dedicated Road on Plan LMP47824 Section 22 Township 8 New Westminster District Plan LMP36192,

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. 5571;

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

“Rezoning Bylaw” means Township of Langley Zoning Bylaw 1987 No. 2500 Amendment Bylaw 2020 No. 5570, a copy of which is attached as Schedule C, rezoning the Lands to R-CL(A), R-CL(B) and R-CL(SD);

“Roads” means the south half of 76 Avenue, 75B Avenue, lane between 75B Avenue and 75A Avenue, 75A Avenue, lane between 75A Avenue and 75 Avenue, the north half of 75 Avenue, 196A Street, lane south of the intersection of 196A Street and 75A Avenue, 196B Lane, the west half of 197 Street, and other roads as generally shown on the Site Plan, and as otherwise necessary in accordance with the Township’s Master Transportation Plan, Subdivision and Development Servicing Bylaw and the Latimer Neighbourhood 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 zones R-CL(A), R-CL(B) and R-CL(SD) 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;
- (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;

“Streamside Protection and Enhancement Area” means, collectively, areas cumulatively measuring approximately 10,925 square meters along the east side of 196 Street and south side of 76 Avenue, as shown on the Site Plan, which areas are meant to be planted with native trees and shrubs;

“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 1987 No. 2500, as amended by the Rezoning Bylaw.

Amenities and Restrictions

2. The Developer will deliver to the Township the amount of \$540,850.00 (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 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 Latimer Neighbourhood Plan.
5. The Developer will survey and diligently seek all necessary approvals to subdivide the Streamside Protection and Enhancement Area as a fee simple lot and will transfer the Streamside Protection and Enhancement Area to the Township, for a nominal purchase price.
6. The Developer acknowledges that the Lands require a connection to a community stormwater detention pond, as contemplated in the Latimer Neighbourhood Plan. The Developer will secure the connection of the Lands and the Development to a community stormwater detention pond. The Developer acknowledges that securing the connection to a stormwater detention pond may require the Developer to acquire and transfer to the Township lands for a new community stormwater detention pond.
7. The Developer acknowledges that the Latimer Neighbourhood Plan contemplates the provision of shared park-elementary school sites where possible. In connection with the Development, the Developer will secure, to the satisfaction of the Township, a site for the shared park-elementary school use. The Developer acknowledges that this obligation may require the Developer to acquire and transfer to the Township and/or a third party at the direction of the Township, one or more fee simple lots.
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, 4, 5, 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, 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.
10. Compliance with sections 2, 4, 5, 6 and 7 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.

Bylaw Changes

11. 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.
12. 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.
 13. 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.
 14. 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

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

Term, Termination and Enforcement

19. 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.
20. 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.
21. Without limiting the Township's rights at law or in equity, if the Developer is in default of 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.
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. 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**”).
25. In the event of a transfer of the 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 11 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 11(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

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

28. 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*.
29. 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.
30. 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, the community stormwater detention pond, the Streamside Protection and Enhancement Area, and other servicing for the Development, development works agreement, latecomer agreements, statutory rights of way pursuant to section 218 of the *Land Title Act*, and covenants pursuant to section 219 of the *Land Title Act*.
31. Time is of the essence of this Agreement.
32. 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 nature, unusual delay by common carriers, earthquake, 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 or fluctuations in the development market 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.
33. 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.
34. If any part of this Agreement other than section 11 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 11 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

35. 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.
36. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

Indemnity and Release

37. 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.
38. 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.
39. The indemnity and release provisions of sections 37 and 38 will survive the expiry or termination of this Agreement.

40. If the Developer is comprised of more than one person, the Developer's obligations under this Agreement, including indemnity and release obligations, will be joint and several.

Notice

41. 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:

Infinity Properties Ltd.
 #205 6360 – 202 Street
 Langley BC
 V2Y 1N2

- (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

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

Costs

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

Schedules

44. 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
zones R-CL(A), R-CL(B) and R-CL(SD)

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

INFINITY PROPERTIES LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

**THE CORPORATION OF
THE TOWNSHIP OF
LANGLEY**

Per: _____

Per: _____

BENCHMARK HOMES INVESTMENTS LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

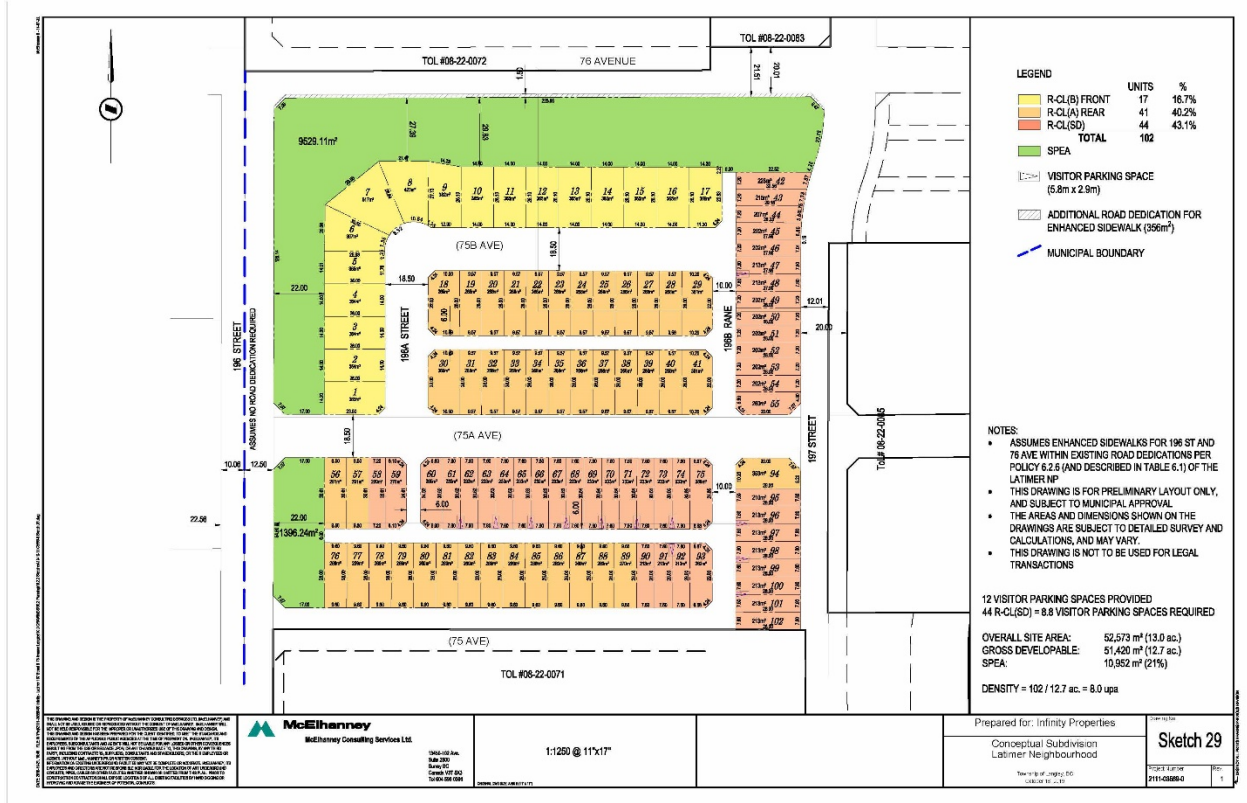
BENCHMARK MANAGEMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

SCHEDULE A

SITE PLAN



SCHEDULE B

FORM FOR AGREEMENT TO BYLAW CHANGES

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

AMONG:

Infinity Properties Ltd.

#205 6360 – 202 Street
Langley BC V2Y 1N2

AND:

Benchmark Homes Investments Ltd.

#204 6360 – 202 Street
Langley BC V2Y 1N2

AND:

Benchmark Management Ltd.

#100, 20120 – 64th Avenue
Langley, BC V2Y 1M8

(collectively, Infinity Properties Ltd., Benchmark Homes Investments Ltd. and Benchmark Management Ltd. are 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.5571, 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: 024-932-426, Lot A Section 22 Township 8 New Westminster District Plan LMP47824;

- PID: 024-932-434, Lot B Section 22 Township 8 New Westminster District Plan LMP47824;
- PID: 024-102-067, Lot 2 Except: Part Dedicated Road on Plan LMP47824 Section 22 Township 8 New Westminster District Plan LMP36192;
- PID: 024-102-075, Lot 3 Except: Part Dedicated Road on Plan LMP47824 Section 22 Township 8 New Westminster District Plan LMP36192,

as subdivided from time to time (the “**Lands**”);

- C. The Township has, pursuant to Bylaw 2020 No. 5570, 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.

INFINITY PROPERTIES LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

**THE CORPORATION OF
THE TOWNSHIP OF
LANGLEY**

Per: _____

Per: _____

BENCHMARK HOMES INVESTMENTS LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

BENCHMARK MANAGEMENT LTD.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

SCHEDULE C
Rezoning Bylaw

THE CORPORATION OF THE TOWNSHIP OF LANGLEY
TOWNSHIP OF LANGLEY ZONING BYLAW 1987 NO. 2500
AMENDMENT (INFINITY PROPERTIES LTD.) BYLAW 2020 NO. 5570

EXPLANATORY NOTE

Bylaw 2020 No. 5570 rezones 5.24 ha (13.0 ac) of land located at 7517, 7541, 7547 and 7575 – 197 Street from Suburban Residential Zone SR-2 to Residential Compact Lots Zone R-CL(A), R-CL(B) and R-CL(SD) to accommodate 58 single family lots and 44 semi-detached units.

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

TOWNSHIP OF LANGLEY ZONING BYLAW 1987 NO. 2500

AMENDMENT (INFINITY PROPERTIES LTD.) BYLAW 2020 NO. 5570

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 (Infinity Properties LTD.) Bylaw 2020 No. 5570”.
2. The “Township of Langley Zoning Bylaw 1987 No. 2500” as amended is further amended by rezoning the lands described as portions of:

Portions of: Lots 2 and 3 Except: Part Dedicated Road on Plan LMP47824 Section 22
Township 8 NWD Plan LMP36192;

Portions of: Lots A and B Section 22 Township 8 NWD Plan LMP47824 as shown
delineated on Schedule “A” attached to and forming part of this Bylaw to Residential
Compact Lot Zones R-CL(A), R-CL(B) and R-CL(SD).

as shown delineated on Schedule “A” attached to and forming part of this Bylaw to
Residential Compact Lot Zones R-CL(A), R-CL(B) and R-CL(SD).

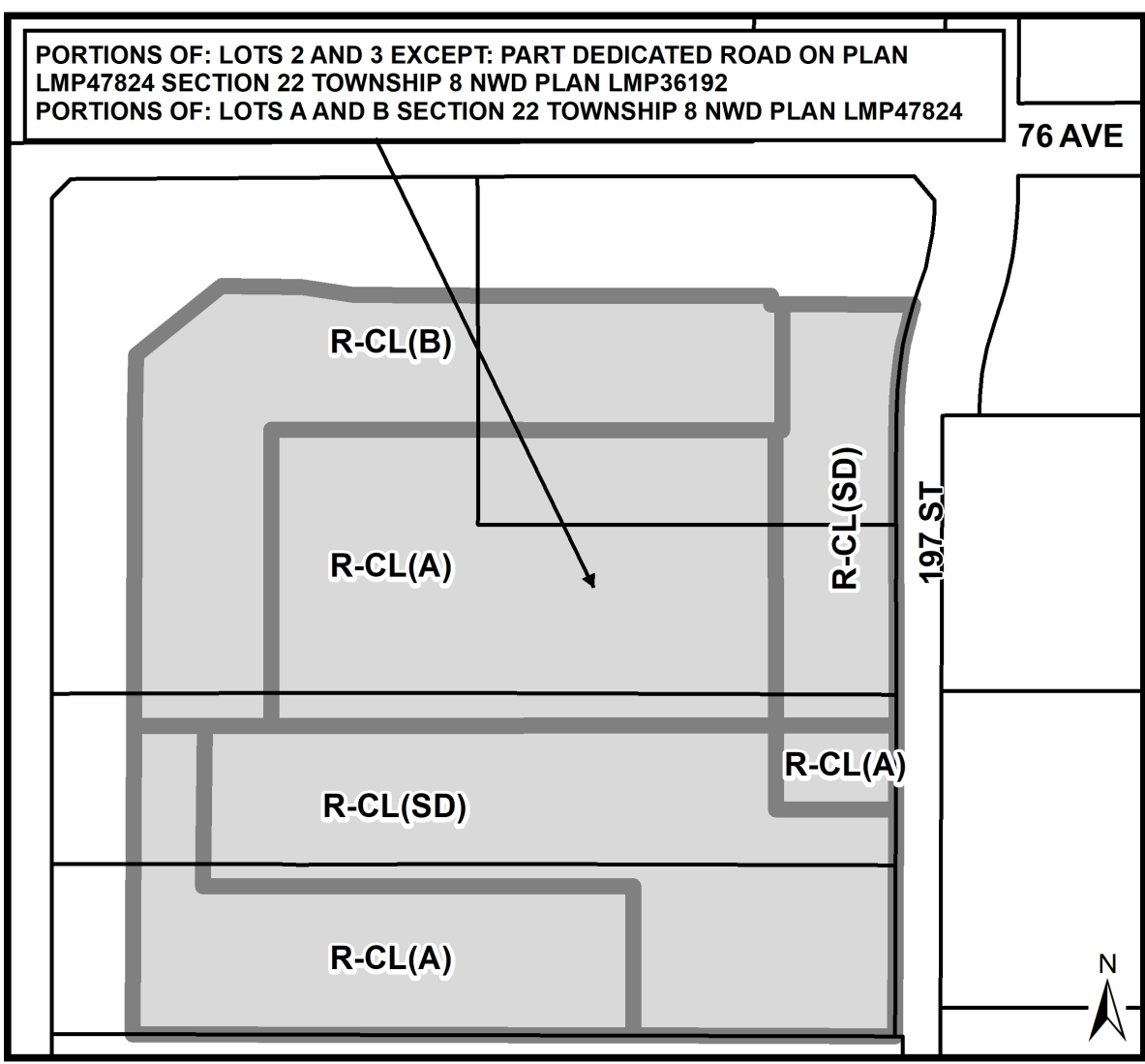
READ A FIRST TIME the	day of	, 2020.
READ A SECOND TIME the	day of	, 2020.
PUBLIC HEARING HELD the	day of	, 2020.
READ A THIRD TIME the	day of	, 2020.
RECONSIDERED AND ADOPTED the	day of	, 2020.

Mayor

Township Clerk

SCHEDULE 'A'

BYLAW NO. 5570



#4547 404
09/07/07

RESIDENTIAL COMPACT LOT ZONE R-CL(A)

Uses Permitted

- 404.1 In the R-CL(A) Zone only the following *uses* are permitted and all other *uses* are prohibited:
- 1) *accessory buildings and structures*
 - 2) *accessory detached garage*
 - 3) *accessory home occupations* subject to Section 104.3
 - 4) *residential single family uses*

Maximum Density

- 404.2 1) Notwithstanding sub-section 404.9, the maximum density of a development shall comply with the density provisions outlined in a Community or Neighbourhood Plan as applicable.
- 2) No more than one *single family dwelling* is permitted on any one *lot*.

Definitions

- 404.3 For the purposes of Section 404 the following definitions shall apply:
- 1) front loaded *lot* means a *lot* to which vehicular access for parking purposes is provided directly from a *street* abutting the front or flanking *lot line*.
 - 2) rear loaded *lot* means a *lot* to which vehicular access for parking purposes is provided directly from a *lane* abutting the rear or *side lot line*.
 - 3) an accessory detached garage means a *building or structure* (accessory to a *residential use*) used to store a minimum of 2 motor vehicles provided in accordance with sub-section 404.8.

Lot Coverage

- 404.4 1) *Buildings and structures* shall not cover more than 50% of the *lot area*. Covered verandahs, porches, patios and entranceways located in the front and flanking yards and *accessory buildings* less than 9.3m² (100ft²) shall not be included for the purpose of calculating *lot coverage*.

Siting of Buildings and Structures

- #4859 404.5 Except as provided for in Section 104.4 and 105.1 2) *buildings and structures* shall be sited in accordance with the following minimum setbacks:
- 30/05/11
#5109
14/09/15

1) Front Loaded Lot (Attached Garage)

<i>Buildings and Structures</i>	<i>Minimum Front lot line Setback</i>	<i>Minimum Rear lot line Setback</i>	<i>Minimum Side lot line Setback (Interior and Abutting a Lane)</i>	<i>Minimum Side lot line Setback (Abutting a Street)</i>
<i>Principal building</i>	2.5m ⁽¹⁾ (4) (8) (9)	6.0m ⁽¹⁰⁾	Interior-1.2m Lane-1.5m (4) (8)	2.5m (4) (8) (9)
<i>Accessory Building or Structure</i>	N/A (3)	0.6m	0.6m (4)	2.5m (4)

2) Rear Loaded Lot (Attached Garage)

Buildings and Structures	Minimum Front lot line Setback	Minimum Rear lot line Setback	Minimum Side lot line Setback (Interior and Abutting a Lane)	Minimum Side lot line Setback (Abutting a Street)
<i>Principal building</i>	2.5m ^{(4) (8) (9)}	6.0m ⁽²⁾	Interior-1.2m Lane-1.5m ^{(2) (4) (8)}	2.5m ^{(4) (8) (9)}
<i>Accessory Building or Structure</i>	N/A ⁽³⁾	0.6m ⁽⁴⁾	0.6m ⁽⁴⁾	2.5m ⁽⁴⁾

3) Rear Loaded Lot (Detached Garage)

Buildings and Structures	Minimum Front lot line Setback	Minimum Rear lot line Setback	Minimum Side lot line Setback (Interior and Abutting a Lane)	Minimum Side lot line Setback (Abutting a Street)
<i>Principal building</i>	2.5m ^{(4) (8) (9)}	13.0m ^{(4) (5)} (average)	Interior-1.2m Lane-1.5m ^{(4) (8)}	2.5m ^{(4) (8) (9)}
<i>Accessory Detached Garage</i>	N/A ⁽³⁾	0.6m ^{(4) (5)}	Interior-0.6m Lane-1.5m ^{(4) (5) (6) (7)}	2.5m ⁽⁴⁾
<i>Accessory Building or Structure</i>	N/A ⁽³⁾	0.6m	0.6m ⁽⁴⁾	2.5m ⁽⁴⁾

- ⁽¹⁾ For a front loaded lot, the garage door shall be sited a minimum of 4.5 metres from the property line
- ⁽²⁾ For a rear loaded lot with an attached garage, the garage door shall be sited a minimum of 7.0 metres from the property line.
- ⁽³⁾ Accessory buildings and structures, and accessory detached garages are not permitted within the front yard.
- ⁽⁴⁾ Notwithstanding Sections 104.4 4) and 111.6 2), on a corner lot, no part of any building, structure or fence greater than 1.0 metre in height shall project into the triangular area created by a line joining two points:
- 6.0 metres from the projected lot lines abutting a local street and/or lane; and
 - 7.5 metres from the projected lot lines abutting an arterial and/or collector street.
- ⁽⁵⁾ The distance between the principal building and detached garage shall be a minimum of 6.0 metres (except for a 1m² landing and associated stairs, uncovered porches, patios and decks having a maximum height of 0.6 metres above grade, and as provided for in Section 104.4).
- ⁽⁶⁾ On abutting lots, the minimum interior side lot line setback for an accessory detached garage may be reduced to zero (0) provided that the two (2) garages abutting one another are simultaneously designed, building permits issued, and the garages are constructed by the same builder utilizing a party wall agreement.
- ⁽⁷⁾ The eave and gutter of the accessory detached garage shall be setback a minimum of 0.3 m from the interior side lot line.
- ⁽⁸⁾ The façade of the second storey shall be set back a minimum of 1.2 metres from the entire front and flanking façade of first storey. For the purpose of measuring this setback, structural supports of the first storey covered verandahs, porches, patios and entranceways on the front and flanking yards shall be considered part of the first storey facade.

- (9) Where access stairs, porches, verandahs and balconies project beyond the front or flanking façade of a *building*, the minimum required setback may be reduced to 1.5 metres, providing that such reduction shall apply only to the projecting feature.
- #5109 14/09/15 (10) For a front loaded *lot*, where a stair and landing, providing access to the rear yard from the first *storey* projects beyond the rear face of the *building*, the minimum distance to the rear *lot line* may be reduced by not more than 1.2 metres, providing that the stair landing projecting into the setback does not exceed an area of 1.5 square metres and that such reduction shall only apply to the rear stair and landing.

Building and Structure Provisions

- #4567 07/05/07
#5109 14/09/15 404.6
- 1) Entrance stairs to the *basement* are permitted from the rear elevation only.
 - 2) The kitchen, living room and dining areas shall be located on the first *storey*.
 - 3) The accessory detached garage shall be constructed in conjunction with the *principal building*.
 - 4) 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, are not permitted.
 - 5) Access to the rear yard shall be provided from the first *storey* either directly or by stairs.

Height of Buildings and Structures

- 404.7 Except as provided in Section 104.5
- 1) The *height* of *principal buildings* and *structures* shall not exceed 9.0 metres or 2.5 *storeys*, whichever is the lesser.
 - 2) The surface of the first floor shall not be more than 0.8 metres above the average *lot* grade at any *building* elevation facing a *street*, except where the average slope of the *lot* is 5% or more, a maximum of 80% of a permitted in-ground *basement* elevation (including attached garages) facing a *street* or a *lane* may be exposed, or a walkout *basement* elevation at the rear of the dwelling may be fully exposed.
 - 3) The *height* of *accessory buildings* and *structures* (including accessory detached garages) shall not exceed 3.75 metres in *height*.

Parking

- 404.8 Parking shall be provided in accordance with Section 107 except as follows:

<u>Buildings and Structures</u>	<u>Parking Requirement</u>
Front Loaded <i>Lot</i> (attached garage)	2 side by side spaces in a fully enclosed garage plus 2 side by side outdoor spaces on the front driveway. (1) (3) (4) (5)
Rear Loaded <i>Lot</i> (attached garage)	2 side by side spaces in a fully enclosed garage plus 1 outdoor space. (2) (3) (4) (5)
Rear Loaded <i>Lot</i> (detached garage)	2 side by side spaces in a fully enclosed garage plus 1 outdoor space. (2) (3) (4) (5)

- (1) On a front loaded *corner lot* no part of a parking space shall project in the triangular area created by a line joining two points measured at 7.0 metres from the projected *lot lines* abutting a *street*, or a *lane*.

- (2) On a rear loaded *corner lot* no part of a parking space shall project in the triangular area created by a line joining two points measured at 2.5 metres from the projected *lot lines* abutting a *street* and/or a *lane*.
- (3) Each required outdoor parking space shall be a minimum of 5.8 metres deep and 2.9 metres wide.
- (4) The two required side by side parking spaces within the garage shall have a minimum interior depth of 6.1 metres and a combined minimum interior width of 5.7 metres. No landings and no more than two (2) stairs shall encroach into this required minimum parking area.
- (5) The required outdoor parking space may extend into a municipal road dedication, but not extend beyond the back of sidewalk (front loaded) or the *lane* (rear loaded).

Subdivision Requirements

404.9 All residential lots created by subdivision shall comply with Subdivision and Development Servicing Bylaw 2019 No. 5382 as amended and the following:

	Front Loaded Lot	Rear Loaded Lot
Minimum Lot Area ^{(1) (2)}	275m ²	266m ² ⁽⁴⁾
Minimum Corner Lot Area ⁽²⁾	355 m ²	352m ² ⁽⁵⁾
Minimum Lot Frontage ^{(1) (3) (6)}	11.0m	9.5m ⁽⁴⁾
Minimum Corner lot Frontage	14.2m	12.6m ⁽⁵⁾
Minimum Lot Depth	25.0m ⁽⁷⁾	28.0m ⁽⁷⁾
Panhandle Lot	not permitted	not permitted

- (1) Excluding *corner lots*.
- (2) Notwithstanding the minimum *lot area* requirements, the maximum density provisions of Section 404.2 shall apply.
- (3) Except for *lots* having *frontage* on the bulb portion of a permanent urban *residential street* or cul-de-sac in which case the *frontage* may be reduced to 8.0 metres.
- (4) Where Section 404.5⁽⁶⁾ applies, the Approving Officer may allow a minimum *lot area* of 249m² and a minimum *frontage* of 8.9 metres.
- (5) Where Section 404.5⁽⁶⁾ applies, the Approving Officer may allow a minimum *lot area* of 336m² and minimum *frontage* of 12.0 metres.
- (6) The maximum *frontage* of a front loaded *lot*, other than a *corner lot*, shall not be greater than 12.59 metres.
- (7) On a *corner lot* the Approving Officer may allow a reduction in minimum *lot depth* when all other Bylaw requirements are met.

Landscaping, Screening and Fencing

- 404.10 1) Landscaping areas, landscaping screens and fencing shall comply with Section 111 and with the provisions of a Development Permit or approved Exterior Design Control Agreement.
- 2) Where two properties share a common interior *side lot line*, and where the combined side yard width is less than 3.0 metres, fencing along that property line shall not extend towards the front yard measured from the corner of the rear *building* elevation of either *building*.

#4547 405
09/07/07
#4859
30/05/11

RESIDENTIAL COMPACT LOT ZONE R-CL(B)

Uses Permitted

405.1 In the R-CL(B) Zone only the following *uses* are permitted and all other *uses* are prohibited:

- 1) *accessory buildings and structures*
- 2) *accessory detached garage*
- 3) *accessory home occupations* subject to Section 104.3
- 4) *residential single family uses*

Maximum Density

- 405.2
- 1) Notwithstanding sub-section 405.9, the maximum density of a development shall comply with the density provisions outlined in a Community or Neighbourhood Plan as applicable.
 - 2) No more than one *single family dwelling* is permitted on any one *lot*.

Definitions

- 405.3 For the purposes of Section 405 the following definitions shall apply:
- 1) front loaded *lot* means a *lot* to which vehicular access for parking purposes is provided directly from a *street* abutting the front or flanking *lot line*.
 - 2) rear loaded *lot* means a *lot* to which vehicular access for parking purposes is provided directly from a *lane* abutting the rear or *side lot line*.
 - 3) an accessory detached garage means a *building or structure* (accessory to a *residential use*) used to store a minimum of 2 motor vehicles provided in accordance with sub-section 405.8.

Lot coverage

- 405.4
- 1) *Buildings and structures* shall not cover more than 50% of the *lot area*. Covered verandahs, porches, patios and entranceways located in the front and flanking yards and *accessory buildings* less than 9.3m² (100ft²) shall not be included for the purpose of calculating *lot coverage*.

Siting of Buildings and Structures

#4859
30/05/11
#5109
14/09/15

- 405.5 Except as provided for in Section 104.4 and 105.1 2) *buildings and structures* shall be sited in accordance with the following minimum setbacks:

1) Front Loaded Lot (Attached Garage)

<i>Buildings and Structures</i>	Minimum Front lot line Setback	Minimum Rear lot line Setback	Minimum Side lot line Setback (Interior and Abutting a Lane)	Minimum Side lot line Setback (Abutting a Street)
<i>Principal building</i>	2.5m ^{(1) (4) (8) (9)}	6.0m ⁽¹⁰⁾	Interior-1.2m Lane-1.5m ^{(4) (8)}	2.5m ^{(4) (8) (9)}
<i>Accessory Building or Structure</i>	N/A ⁽³⁾	0.6m	0.6m ⁽⁴⁾	2.5m ⁽⁴⁾

2) Rear Loaded Lot (Attached Garage)

Buildings and Structures	Minimum Front lot line Setback	Minimum Rear lot line Setback	Minimum Side lot line Setback (Interior and Abutting a Lane)	Minimum Side lot line Setback (Abutting a Street)
<i>Principal building</i>	2.5m ^{(4) (8) (9)}	6.0m ⁽²⁾	Interior-1.2m Lane-1.5m ^{(2) (4) (8)}	2.5m ^{(4) (8) (9)}
<i>Accessory Building or Structure</i>	N/A ⁽³⁾	0.6m ⁽⁴⁾	0.6m ⁽⁴⁾	2.5m ⁽⁴⁾

3) Rear Loaded Lot (Detached Garage)

Buildings and Structures	Minimum Front lot line Setback	Minimum Rear lot line Setback	Minimum Side lot line Setback (Interior and Abutting a Lane)	Minimum Side lot line Setback (Abutting a Street)
<i>Principal building</i>	2.5m ^{(4) (8) (9)}	13.0m ^{(4) (5)} (average)	Interior-1.2m Lane-1.5m ^{(4) (8)}	2.5m ^{(4) (8) (9)}
<i>Accessory Detached Garage</i>	N/A ⁽³⁾	0.6m ^{(4) (5)}	Interior-0.6m Lane-1.5m ^{(4) (5) (6) (7)}	2.5m ⁽⁴⁾
<i>Accessory Building or Structure</i>	N/A ⁽³⁾	0.6m	0.6m ⁽⁴⁾	2.5m ⁽⁴⁾

- ⁽¹⁾ For a front loaded lot, the garage door shall be sited a minimum of 4.5 metres from the property line and set back a minimum of 1.0 metre from the remaining portion of the same building elevation. For the purpose of measuring this setback, structural supports of the first storey covered verandahs, porches, patios and entranceways shall be considered the remaining portion of the same building elevation.
- ⁽²⁾ For a rear loaded lot with an attached garage, the garage door shall be sited a minimum of 7.0 metres from the property line.
- ⁽³⁾ Accessory buildings and structures, and accessory detached garages are not permitted within the front yard.
- ⁽⁴⁾ Notwithstanding Sections 104.4 4) and 111.6 2), on a corner lot, no part of any building, structure or fence greater than 1.0 metre in height shall project into the triangular area created by a line joining two points:
- 6.0 metres from the projected lot lines abutting a local street and/or lane; and
 - 7.5 metres from the projected lot lines abutting an arterial and/or collector street.
- ⁽⁵⁾ The distance between the principal building and detached garage shall be a minimum of 6.0 metres (except for a 1m² landing and associated stairs, uncovered porches, patios and decks having a maximum height of 0.6 metres above grade, and as provided for in Section 104.4).
- ⁽⁶⁾ On abutting lots, the minimum interior side lot line setback for an accessory detached garage may be reduced to zero (0) provided that the two (2) garages abutting one another are simultaneously designed, building permits issued, and the garages are constructed by the same builder utilizing a party wall agreement.
- ⁽⁷⁾ The eave and gutter of the accessory detached garage shall be setback a minimum of 0.3 m from the interior side lot line.

- (8) The façade of the second storey shall be set back a minimum of 1.2 metres from the entire front and flanking façade of first storey. For the purpose of measuring this setback, structural supports of the first storey covered verandahs, porches, patios and entranceways on the front and flanking yards shall be considered part of the first storey facade.
- (9) Where access stairs, porches, verandahs and balconies project beyond the front or flanking façade of a building, the minimum required setback may be reduced to 1.5 metres, providing that such reduction shall apply only to the projecting feature.
- #5109 14/09/15 (10) For a front loaded lot, where a stair and landing, providing access to the rear yard from the first storey projects beyond the rear face of the building, the minimum distance to the rear lot line may be reduced by not more than 1.2 metres, providing that the stair landing projecting into the setback does not exceed an area of 1.5 square metres and that such reduction shall only apply to the rear stair and landing.

Building and Structure Provisions

- #4567 07/05/07
#5109 14/09/15 405.6
- 1) Entrance stairs to the *basement* are permitted from the rear elevation only.
 - 2) The kitchen, living room and dining areas shall be located on the first storey.
 - 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, are not permitted.
 - 4) Access to the rear yard shall be provided from the first storey either directly or by stairs.

Height of Buildings and Structures

- 405.7 Except as provided in Section 104.5
- 1) The height of principal buildings and structures shall not exceed 9.0 metres or 2.5 storeys, whichever is the lesser.
 - 2) The surface of the first floor shall not be more than 0.8 metres above the average lot grade at any building elevation facing a street, except where the average slope of the lot is 5% or more, a maximum of 80% of a permitted in-ground basement elevation (including attached garages) facing a street or a lane may be exposed, or a walkout basement elevation at the rear of the dwelling may be fully exposed.
 - 3) The height of accessory buildings and structures (including accessory detached garages) shall not exceed 3.75 metres in height.

Parking

- 405.8 Parking shall be provided in accordance with Section 107 except as follows:

<u>Buildings and Structures</u>	<u>Parking Requirement</u>
Front Loaded Lot (attached garage)	2 side by side spaces in a fully enclosed garage plus 2 side by side outdoor spaces on the front driveway. (1) (3) (4) (5)
Rear Loaded Lot (attached garage)	2 side by side spaces in a fully enclosed garage plus 1 outdoor space. (2) (3) (4) (5)
Rear Loaded Lot (detached garage)	2 side by side spaces in a fully enclosed garage plus 1 outdoor space. (2) (3) (4) (5)

- (1) On a front loaded *corner lot* no part of a parking space shall project in the triangular area created by a line joining two points measured at 7.0 metres from the projected *lot lines* abutting a *street*, or a *lane*.
- (2) On a rear loaded *corner lot* no part of a parking space shall project in the triangular area created by a line joining two points measured at 2.5 metres from the projected *lot lines* abutting a *street* and/or a *lane*.
- (3) Each required outdoor parking space shall be a minimum of 5.8 metres deep and 2.9 metres wide.
- (4) The two required side by side parking spaces within the garage shall have a minimum interior depth of 6.1 metres and a combined minimum interior width of 5.7 metres. No landings and no more than two (2) stairs shall encroach into this required minimum parking area.
- (5) The required outdoor space may extend into a municipal *street* dedication, but not extend beyond the back of sidewalk (front loaded) or the *lane* (rear loaded).

Subdivision Requirements

405.9 All *residential lots* created by *subdivision* shall comply with Subdivision and Development Servicing Bylaw 2019 No. 5382 as amended and the following:

	Front Loaded Lot	Rear Loaded Lot
Minimum Lot Area ^{(1) (2)}	315m ²	266m ² ⁽⁴⁾
Minimum Corner Lot Area ⁽²⁾	355 m ²	352m ² ⁽⁵⁾
Minimum Lot Frontage ^{(1) (3)}	12.6m	9.5m ⁽⁴⁾
Minimum Corner lot Frontage	14.2m	12.6m ⁽⁵⁾
Minimum Lot Depth	25.0m ⁽⁶⁾	28.0m ⁽⁶⁾
Panhandle Lot	not permitted	not permitted

- (1) Excluding *corner lots*.
- (2) Notwithstanding the minimum *lot area* requirements, the maximum density provisions of Section 405.2 shall apply.
- (3) Except for *lots* having *frontage* on the bulb portion of a permanent urban *residential street* or cul-de-sac in which case the *frontage* may be reduced to 8.0 metres.
- (4) Where Section 405.5⁽⁶⁾ applies, the Approving Officer may allow a minimum *lot area* of 249m² and a minimum *frontage* of 8.9 metres.
- (5) Where Section 405.5⁽⁶⁾ applies, the Approving Officer may allow a minimum *lot area* of 336m² and minimum *frontage* of 12.0 metres.
- (6) On a *corner lot* the Approving Officer may allow a reduction in minimum *lot depth* when all other Bylaw requirements are met.

Landscaping, Screening and Fencing

- 405.10
- 1) Landscaping areas, landscaping screens and fencing shall comply with Section 111 and with the provisions of a Development Permit or approved Exterior Design Control Agreement.
 - 2) Where two properties share a common interior *side lot line*, and where the combined side yard width is less than 3.0 metres, fencing along that property line shall not extend towards the front yard measured from the corner of the rear *building* elevation of either *building*.

#4976 409
12/02/13**RESIDENTIAL COMPACT LOT ZONE R-CL(SD)****Uses Permitted**

- 409.1 In the R-CL(SD) Zone only the following *uses* are permitted and all other *uses* are prohibited:
- 1) *accessory detached garage*
 - 2) *accessory home occupations* subject to Section 104.3
 - 3) *semi-detached dwellings*

Maximum Density

- 409.2 1) Notwithstanding sub-section 409.9, the maximum density of a development shall comply with the density provisions outlined in a Community or Neighbourhood Plan as applicable.
- 2) No more than one *dwelling unit* contained within a *semi-detached dwelling* is permitted on any one *lot*.

Definitions

- 409.3 For the purposes of Section 409 the following definitions shall apply:
- 1) *Interior lot* means a *lot* other than a *corner lot*.
 - 2) An *accessory detached garage* means a *building or structure* (accessory to a *semi-detached dwelling*) used to store a minimum of one motor vehicle provided in accordance with sub-section 409.8

Lot coverage

- 409.4 1) *Buildings and structures* shall not cover more than 55% of the *lot area*. Covered verandahs, porches, patios and entranceways located in the front and flanking yards shall not be included for the purpose of calculating *lot coverage*.

Siting of Buildings and Structures

- 409.5 Except as provided for in Section 104.4 and 105.1 2) *buildings and structures* shall be sited in accordance with the following minimum setbacks:

<i>Buildings and Structures</i>	Minimum Front lot line Setback	Minimum Rear lot line Setback	Minimum Side lot line Setback	Minimum Side lot line Setback (Abutting a Street, or Lane)
<i>Semi-Detached Dwellings</i>	2.5m ^{(2) (6)}	13.0m ^{(2) (3)} (average)	0.0m ⁽⁵⁾	Street-2.5m Lane-1.2m ^{(2) (3)} ⁽⁶⁾
<i>Accessory Detached Garage)</i>	N/A ⁽¹⁾	0.6m ^{(2) (3)}	0.0m ⁽⁴⁾	Street-2.5m Lane-1.5 ^{(2) (3)}

⁽¹⁾ Accessory detached garages are not permitted within the front yard.

⁽²⁾ Notwithstanding Sections 104.4 4) and 111.6 2), on a *corner lot*, no part of any *building, structure* or fence greater than 1.0 metre in *height* shall project into the triangular area created by a line joining two points:

- a) 6.0 metres from the projected *lot lines* abutting a local *street* and/or *lane*; and
- b) 7.5 metres from the projected *lot lines* abutting an arterial and/or collector *street*.

⁽³⁾ An accessory detached garage is not permitted within 6.0 metres of the *semi-detached dwelling* (except for a 1 m² landing and associated stairs, uncovered porches, patios and decks having a maximum *height* of 0.6 metres above grade, and as provided for in

Section 104.4).

- (4) The side yard setback of an accessory detached garage shall be increased to a minimum of 2.9 metres on the opposite side of the *lot*.
- (5) The side yard setback of a *semi-detached dwelling* shall be increased to a minimum of 1.2 metres on the opposite side of the *lot*.
- (6) Where access stairs, porches, verandahs and balconies project beyond the front or flanking façade of a *building*, the minimum required setback may be reduced to 1.5 metres, providing that such reduction shall apply only to the projecting feature.

Buildings and Structures Provisions

- 409.6
- 1) External entrance stairs to the *basement* are permitted from the rear elevation only.
 - 2) The kitchen, living room and dining areas shall be located on the first *storey*.
 - 3) *Accessory buildings* and *structures* are not permitted.
 - 4) Each *semi-detached dwelling* shall be simultaneously designed, *building* permits issued and constructed by the same builder utilizing a party wall agreement.
 - 5) The accessory detached garage shall be constructed in conjunction with the *semi-detached dwelling*.
 - 6) Hoop, arch or similar type *building* 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, are not permitted.

Height of Buildings and Structures

- 409.7 Except as provided in Section 104.5
- 1) The *height* of a *semi-detached dwelling* shall not exceed 9.0 metres or 2.5 *storeys*, whichever is the lesser.
 - 2) The surface of the first floor shall not be more than 0.8 metres above the average *lot* grade at any *building* elevation facing a *street*, except where the average slope of the *lot* is 5% or more, a maximum of 80% of a permitted in-ground *basement* elevation (including attached garages) facing a *street* or a *lane* may be exposed, or a walkout *basement* elevation at the rear of the dwelling may be fully exposed.
 - 3) The *height* of an accessory detached garage shall not exceed 3.75 metres.

Parking

- 409.8 Parking shall be provided in accordance with Section 107 except as follows:
- 1) A minimum of two parking spaces shall be provided (one being located within a fully enclosed garage) and accessed from a *lane* plus one space per five units designated as a visitor parking space. ^{(1) (2) (3) (4)}
 - (1) No part of a parking space shall project in the triangular area created by a line joining two points measured at 2.5 metres from the projected *lot lines* abutting a *street* and/or a *lane*.
 - (2) Each outdoor parking space shall be a minimum of 5.8 metres deep and 2.9 metres wide.
 - (3) The required parking space within the garage shall have a minimum interior depth of 6.1 metres and minimum interior width of 2.9 metres. No landings and no more than two (2) stairs shall encroach into this required minimum parking area.
 - (4) The visitor parking requirement may be satisfied by the provision of off-site spaces in locations, other than on-*street* parallel parking, to the acceptance of the Township.

Subdivision Requirements

409.9 All *lots* created by *subdivision* shall comply with Subdivision and Development Servicing Bylaw 2019 No. 5382 as amended and the following:

	Minimum Lot Area	Minimum Lot Frontage	Minimum Lot Depth
Interior Lot ⁽¹⁾	201m ²	7.2m ⁽²⁾	28m
Corner Lot ⁽¹⁾	254m ²	9.1m	28m

⁽¹⁾ Notwithstanding the minimum *lot area* requirements, the maximum density provisions of Section 409.2 shall apply.

⁽²⁾ A minimum *lot frontage* of 7.6 m is required where part of a visitor parking space is provided on the *lot*.

Landscaping, Screening and Fencing

- 409.10
- 1) Landscaping areas, landscaping screens and fencing shall comply with Section 111 and with the provisions of a Development Permit.
 - 2) For an interior *lot*, fencing shall not extend towards the front yard measured from the corner of the rear *building* elevation.

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

Development Permit No. 101020

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

1. NAME: Liane O'Grady, Sharene Brown, and Lori Orstad

ADDRESS: 7517 – 197 Street
Langley, BC V2Y 1S2

7541 – 197 Street
Langley, BC V2Y 1S2

11740 Ridgecrest Drive
Delta, BC V4E 3A5
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: Portion of Lots 2 & 3 Except: Part Dedicated Road on Plan LMP47824 Section 22 Township 8 NWD Plan LMP36192

Portion of Lots A & B Section 22 Township 8 NWD Plan LMP47824

CIVIC ADDRESS: 7517, 7541, 7547 and 7575 – 197 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. An exterior design control agreement shall be entered into for all lands zoned Residential Compact Lot Zone R-CL(A), and R-CL(B);
 - b. On-site landscaping plans being in substantial compliance with Subdivision and Development Servicing Bylaw (Schedule I - Tree Protection) and the Township's Street Trees and Boulevard Plantings Policy;

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. Issuance of an Energy Conservation and GHG Emissions Reduction Development Permit;
- b. On-site landscaping to be secured by letter of credit at building permit stage;
- c. Written confirmation from the owner and landscape architect or arborist that tree protection fencing identified in the tree management plan is in place; and
- d. Payment of supplemental development permit application fees, Development Cost Charges, and building permit administration fees.

DEVELOPMENT PERMIT NO. 101020
 (INFINITY PROPERTIES LTD. / 7517, 7541, 7547 AND 7575 – 197 STREET)
 Page 2

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.

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.

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

Development Permit No. 101032

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

1. NAME: Infinity Properties Ltd.

ADDRESS: #205 6360 – 202 Street
Langley, BC, V1Y 1N2

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: Portion of Lots 2 & 3 Except: Part Dedicated Road on Plan
LMP47824 Section 22 Township 8 NWD Plan LMP36192

Portion of Lots A & B Section 22 Township 8 NWD Plan
LMP47824

CIVIC ADDRESS: 7517, 7541, 7547 and 7575 – 197 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. Protection of Streamside Protection and Enhancement Development Permit Areas (SPEAs) as shown on Schedule B to the acceptance of the Township of Langley General Manager of Engineering and Community Development;
- b. Township of Langley General Manager of Engineering and Community Development acceptance of a submission addressing information requirements outlined in Section 4.20 of Schedule 3 of Langley Official Community Plan Bylaw 1979 No. 1842;
- c. Written designation of an Environmental Monitor for the project acknowledging the Environmental Monitor has the authority to stop any work(s) that, in the Environmental Monitor's opinion, have the potential to impact on SPEAs; and
- d. Obtainment of relevant senior government environmental regulatory agency approvals and/or submission of notifications and provisions of copies of approval/submissions to the Township; and further

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.

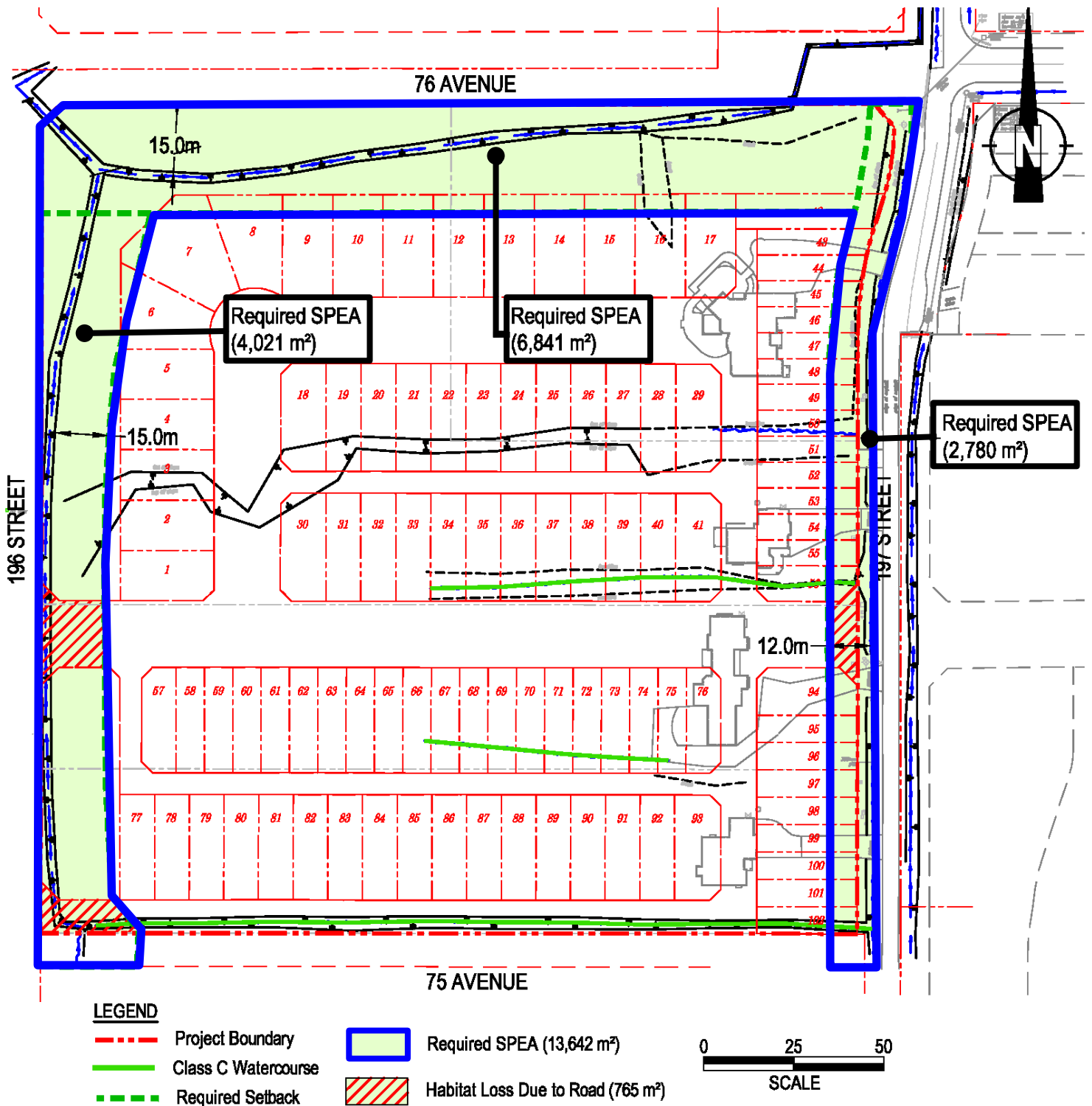
All developments forming part of this Development Permit shall be substantially commenced within two years after the date the Development Permit is issued.

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.

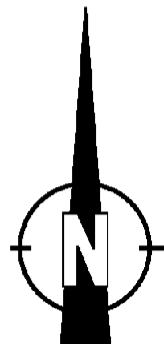
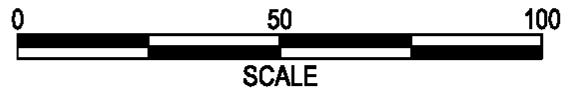
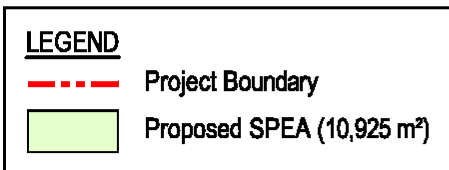
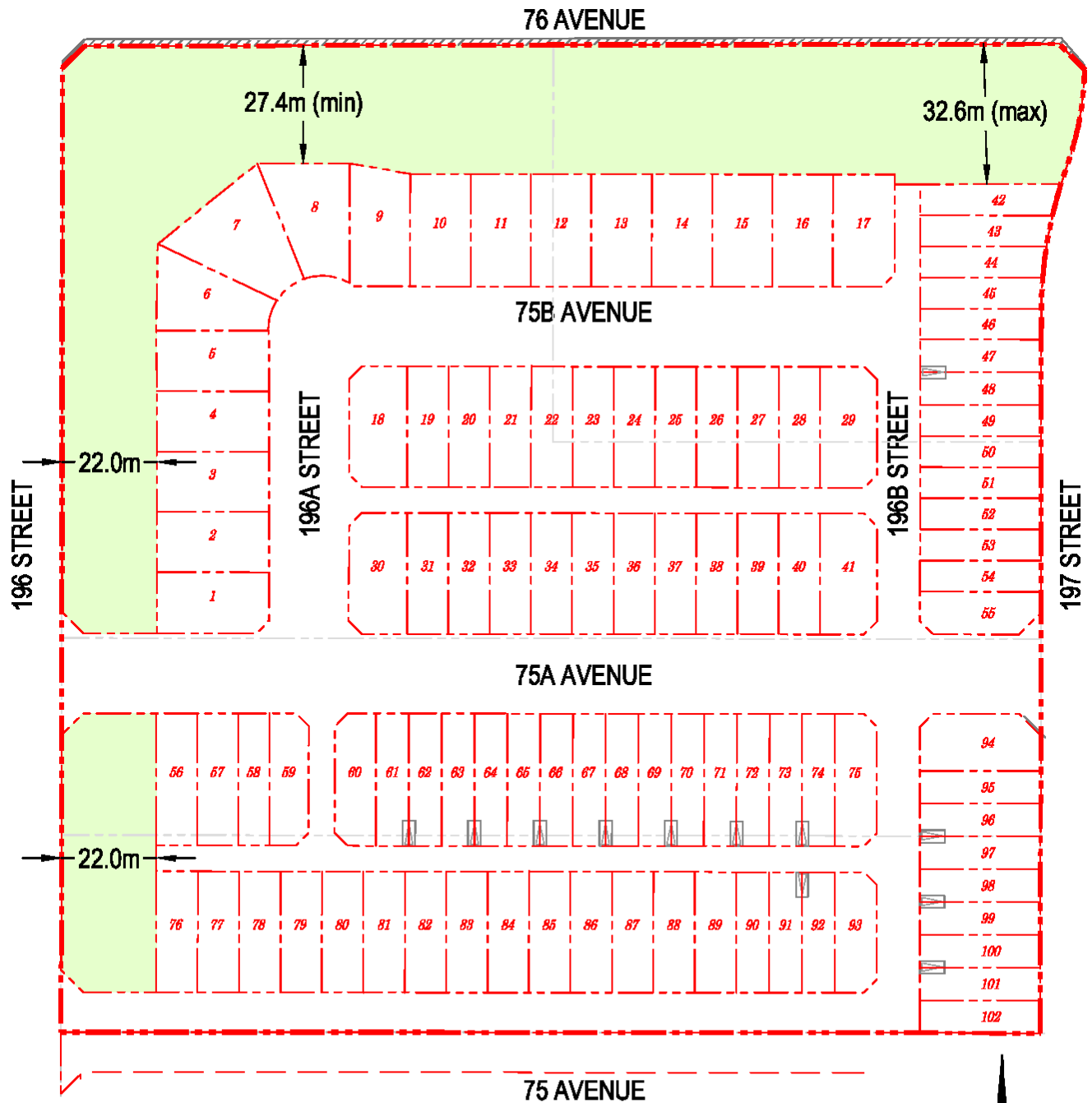
It is understood and agreed that the Municipality has made no representations, covenants, warranties, guarantees, promises or agreement (verbal or otherwise) with the developer other than those in this Permit.

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.



REQUIRED STREAMSIDE PROTECTION AND ENHANCEMENT AREAS



From: Colin Moore
Sent: Friday, February 26, 2021 10:09 AM
To: CD Agenda Bylaw
Cc: Paul Albrecht
Subject: Item for March 8, 2021 Council meeting agenda Bylaws No 5570 and 5571 (Infinity Properties Ltd.)

1. Please place Bylaws # 5570 and 5571 (Infinity Properties Ltd.) on the Council agenda of March 8, 2021 for consideration of final reading and adoption.
2. Please note that all development prerequisites listed in the Community Development Division report to Council of March 23, 2020 attached to the Bylaw have been satisfactorily addressed.
3. The Public Hearing for the Bylaws was held on April 20, 2020 with third reading also given on April 20, 2020.
4. Also, please place accompanying Development Permit Nos. 101020 and 101032 on the same agenda for issuance by Council.



Colin Moore | RPP MCIP, Senior Planner

Development Planning | Community Development

20338 – 65 Avenue, Langley, BC V2Y 3J1

Direct line: 604.532.7547

[Web](#) | [Facebook](#) | [Twitter](#) | [YouTube](#)

expect
excellence