THE CORPORATION OF THE TOWNSHIP OF LANGLEY

TOWNSHIP OF LANGLEY ZONING BYLAW 1987 NO. 2500

AMENDMENT (0748694 BC LTD.)

BYLAW 2019 NO. 5504

EXPLANATORY NOTE

Bylaw 2019 No. 5504 rezones 1.88 ha (4.66 ac) of land located at 3134 - 200 Street from Suburban Residential Zone SR-2 to Comprehensive Development Zone CD-116 to accommodate 82 townhouse units.

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

TOWNSHIP OF LANGLEY ZONING BYLAW 1987 NO. 2500

AMENDMENT (0748694 BC LTD.)

BYLAW 2019 NO. 5504

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 (0748694 BC Ltd.) Bylaw 2019 No. 5504".

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-116" after the words "Comprehensive Development Zone CD-115"

   b. Adding to Section 110.1 after the words "CD-115" the words "CD-116 – 1.5 ha"

   c. Adding after Section 1015 "Comprehensive Development Zone CD-115" the following as Section 1016 "Comprehensive Development Zone CD-116"

1016 **COMPREHENSIVE DEVELOPMENT ZONE CD-116**

Uses Permitted

1016.1 In the CD-116 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

1016.2 The density permitted shall be no greater than 44 units per hectare.

Lot Coverage

1016.3 *Buildings* and *structures* shall not cover more than 40% of the *lot area*.

Siting of Buildings and Structures

1016.4 Siting of *buildings* and *structure* shall be in accordance with the provisions of the Development Permit.

Height of Buildings and Structures

1016.5 The *height* of *buildings* and *structures* shall not exceed three (3) *storey*s.

Parking and Loading

1016.6 Parking and loading shall be provided in accordance with Section 107 and be in accordance with the provisions of the Development Permit.

Subdivision Requirements

1016.7 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

1016.8 Landscaping areas, landscaping screens and fencing shall be provided in accordance with the provisions of a Development Permit.

Age Friendly Amenity

1016.9 Age Friendly *Amenity areas* shall be provided in accordance with Section 111.5 and in accordance with the Development Permit.

Development Permit Requirements

1016.10 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:

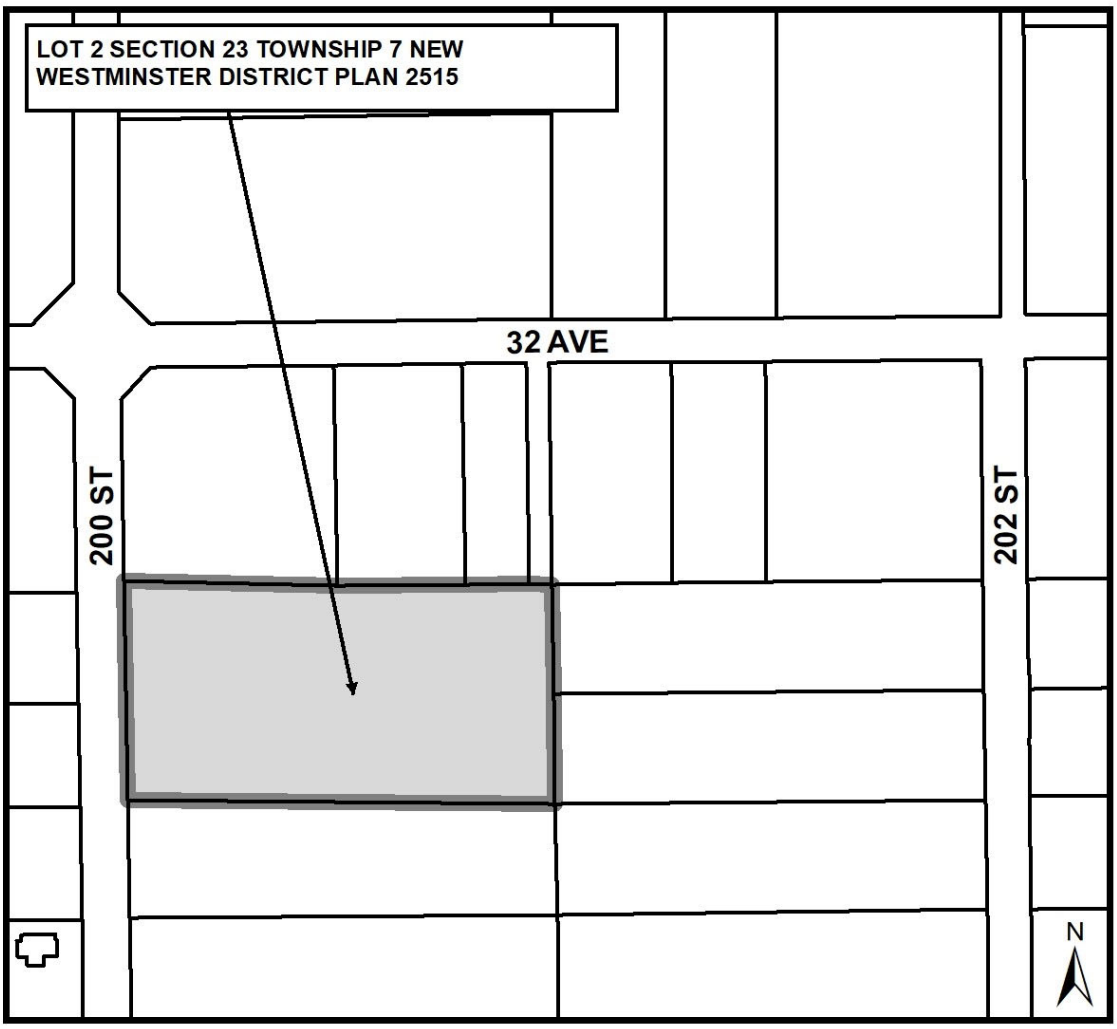
Lot 2 Section 23 Township 7 New Westminster District Plan 2515

as shown delineated on Schedule "A" attached to and forming part of this Bylaw to Comprehensive Development Zone CD-116.

READ A FIRST TIME the	21	day of	October	, 2019.
READ A SECOND TIME the	21	day of	October	, 2019.
PUBLIC HEARING HELD the		day of		, 2020.
READ A THIRD TIME the		day of		, 2020.
ADOPTED the		day of		, 2020.

_____ Mayor _____ Township Clerk

SCHEDULE 'A'
BYLAW NO. 5504



THE CORPORATION OF THE TOWNSHIP OF LANGLEY

TOWNSHIP OF LANGLEY PHASED DEVELOPMENT AGREEMENT (0748694 BC LTD.) BYLAW 2019 NO. 5511

EXPLANATORY NOTE

Bylaw 2019 No. 5511 authorizes the Township of Langley to enter into a phased development agreement with 0748694 BC Ltd.

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

TOWNSHIP OF LANGLEY PHASED DEVELOPMENT AGREEMENT

(0748694 LTD.) BYLAW 2019 NO. 5511

A Bylaw to enter into a phased development agreement;

WHEREAS under Section 516 of the *Local Government Act* a municipality may enter into a phased development agreement with the owner of land to provide the municipality with amenities, works and services and other things; provide assurances related to future changes to land use regulations; and allow development to proceed in phases over an extended period of time;

AND WHEREAS Council has considered the bylaw in conjunction with the Official 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 “Township of Langley Phased Development Agreement (0748694 Ltd.) Bylaw 2019 No. 5511”.

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	21	day of	October	, 2019
READ A SECOND TIME the	21	day of	October	, 2019
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

APPENDIX 'A'

PHASED DEVELOPMENT AGREEMENT

(0748694 BC LTD.)

THIS AGREEMENT dated for reference _____, 2019

BETWEEN:

0748694 BC Ltd.
PO Box 39545 Broadmoor
Richmond, BC
V7A 5G9

(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, the dedication of the Roads and the Ecological Greenway 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 82 townhouse units, together with all servicing works and landscaping, as shown on the Site Plan;

"**Greenway**" means a 4.5 metre wide area to be dedicated and constructed as a greenway to the satisfaction of the Township, on the east side of 200 Street, as shown on the Site Plan;

"**Lands**" means the lands and premises legally described as PID: 012-732-991, East Lot 2 Section 23 Township 7 New Westminster District Plan 2515;

"**PDA Bylaw**" means the bylaw authorizing the entering into of this Agreement, being the "Township of Langley Phased Development Agreement Bylaw 2019, No. 5511;

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

"**Rezoning Bylaw**" means Zoning Bylaw Amendment 2019 No. 5504, a copy of which is attached as Schedule C;

"**Roads**" means the east half of 200 Street, and 201 Street 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 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

2. The Developer will deliver to the Township the amount of $394,748.00 (the "**Cash in Lieu**"). The Cash in Lieu represents an amount in lieu of amenities 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 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.

4. The delivery of the Cash in Lieu does not exempt the Developer or the Development from any other requirements or conditions imposed in connection with the Rezoning Bylaw, in connection with the subdivision of the Lands, or in connection with any development or building permit for the Development.

5. The Developer will survey and diligently seek all necessary approvals to dedicate areas necessary to widen or to create the Roads as municipal roads pursuant to section 107 of the *Land Title Act*, or as otherwise may be acceptable to the Township, with the intent of transferring the freehold in the Roads to the Township. The areas required as Roads will be consistent with the Township's Master Transportation Plan, the Subdivision and Development Servicing Bylaw.

6. The Developer will survey and diligently seek all necessary approvals to dedicate the Ecological Greenway as a public area 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 Ecological Greenway to the Township.

7. 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 3, 5, 6 and 8, to the satisfaction of the Township.

8. The Lands will only be subdivided as necessary to create the layout shown on the Site Plan, unless authorized by the Township in writing in advance. The Developer will not apply to file a subdivision plan (under the *Land Title Act*), a strata plan (under the *Strata Property Act*) or otherwise create shared interest in the Lands that is different from the layout shown on the Site Plan. The Township and the Township's approving officer will have no obligation to consider any application for subdivision inconsistent with the Site Plan.

Bylaw Changes

9. 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.

10. 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.

11. 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.

12. 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

13. No amendment to this Agreement will be effective unless it is made in writing and is duly executed by the Developer and the Township.

14. 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.

15. 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.

16. A public hearing is required as a precondition to an amendment to this Agreement that is not a minor amendment.

Term, Termination and Enforcement

17. 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.

18. 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.

19. 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.

20. 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.

21. 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 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

22. Nothing in the Agreement in any way limits the right of the Developer to sell all, or any portion of, the Lands.

23. 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)**").

24. 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.

25. The Developer's obligations under this Agreement are binding on all persons who acquire an interest in the land affected by this Agreement.

26. 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 of 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.

27. 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 28(a), the transferee:

(i) will not have any rights under any provision of this Agreement other than section 6, 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.

28. 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.

29. 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.

30. 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

31. This Agreement will enure to the benefit of and will be binding upon the parties hereto, and their respective successors and permitted assigns.

32. All obligations of the Developer hereunder are subject to the Developer being able to obtain all bylaw and statutorily required approvals therefor.

33. 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.*

34. All obligations of the Developer hereunder are subject to the Developer being able to obtain all bylaw and statutorily required approvals therefor.

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 Greenway and other servicing for the Development, development works agreement, latecomer agreements, Statutory Rights of Way, 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 6 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 6 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 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 44 and 45 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:

0748694 BC Ltd.
PO Box 39545 Broadmoor
Richmond, BC
V7A 5G9

(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

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

0748694 BC Ltd.

Per:_____
Authorized Signatory

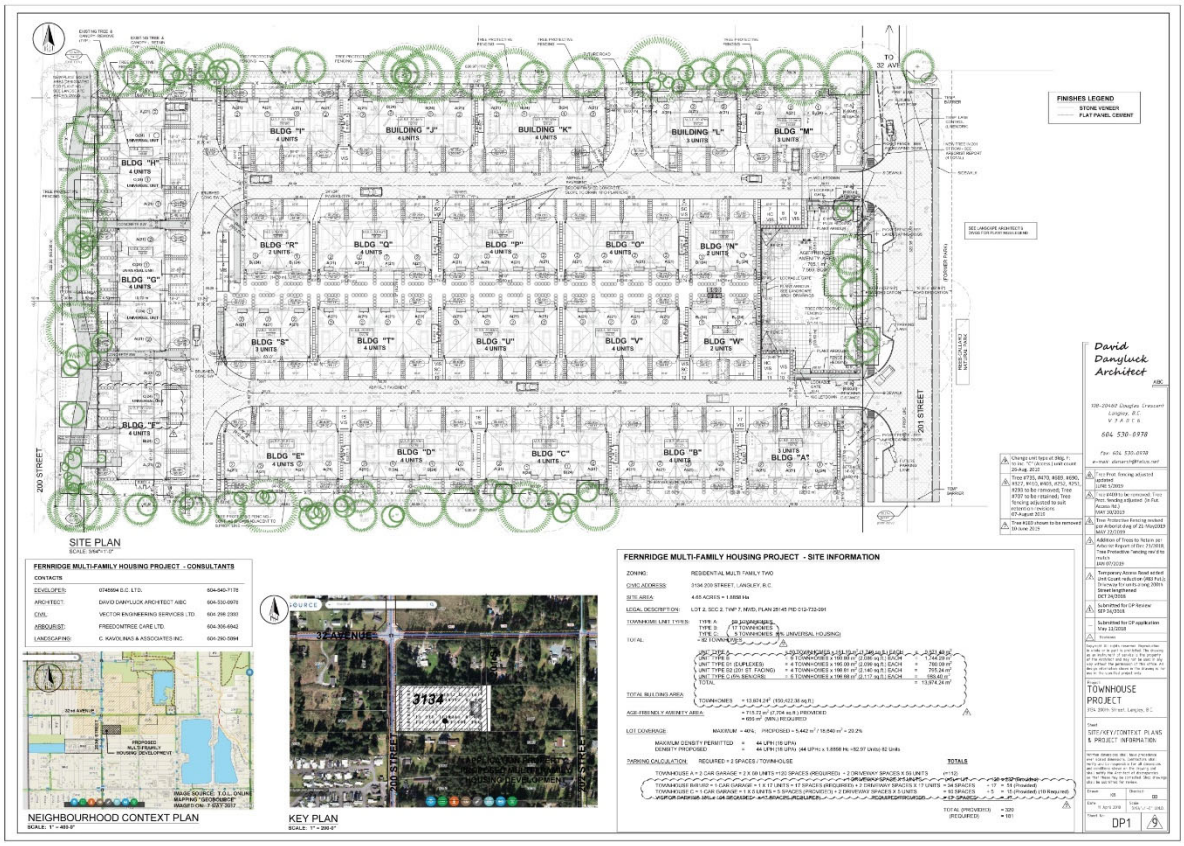
Per:_____
Authorized Signatory

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:

0748694 BC Ltd.
PO Box 39545 Broadmoor
Richmond, BC
V7A 5G9

(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 2019, No.5511, 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: PID: 012-732-991, East Lot 2 Section 23 Township 7 New Westminster District Plan 2515 (the "**Lands**");

C. The Township has, pursuant to Bylaw 2019, No. 5504 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.

0748694 BC Ltd.

Per:_____
Authorized Signatory

Per:_____
Authorized Signatory

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

Per:_____

Per:_____

SCHEDULE C
Rezoning Bylaw
THE CORPORATION OF THE TOWNSHIP OF LANGLEY

TOWNSHIP OF LANGLEY ZONING BYLAW 1987 NO. 2500
AMENDMENT (0748694 BC LTD.) BYLAW 2019 NO. 5504

EXPLANATORY NOTE

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THE CORPORATION OF THE TOWNSHIP OF LANGLEY

TOWNSHIP OF LANGLEY ZONING BYLAW 1987 NO. 2500

AMENDMENT (0748694 BC LTD.)

BYLAW 2019 NO. 5504

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1. This Bylaw may be cited for all purposes as "Township of Langley Zoning Bylaw 1987 No. 2500 Amendment (0748694 BC Ltd.) Bylaw 2019 No. 5504".
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-116" after the words "Comprehensive Development Zone CD-115"

   b. Adding to Section 110.1 after the words "CD-115" the words "CD-116 – 0.5 ha"

   c. Adding after Section 1015 "Comprehensive Development Zone CD-115" the following as Section 1016 "Comprehensive Development Zone CD-116"

1016 **COMPREHENSIVE DEVELOPMENT ZONE CD-116**

Uses Permitted

1016.1 In the CD-116 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

1016.2 The density permitted shall be no greater than 44 units per hectare.

Lot Coverage

1016.3 *Buildings* and *structures* shall not cover more than 40% of the *lot area*.

Buildings and Structures

1016.4 Siting of *buildings* and *structure* shall be in accordance with the provisions of the Development Permit.

Height of Buildings and Structures

1016.5 The *height* of *buildings* and *structures* shall not exceed three (3) *storey*s.

Parking and Loading

1016.6 Parking and loading shall be provided in accordance with Section 107 and be in accordance with the provisions of the Development Permit.

Subdivision Requirements

1016.7 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

1016.8 Landscaping areas, landscaping screens and fencing shall be provided in accordance with the provisions of a Development Permit.

Age Friendly Amenity

1016.9 Age Friendly *Amenity areas* shall be provided in accordance with Section 111.5 and in accordance with the Development Permit.

Development Permit Requirements

1016.10 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:

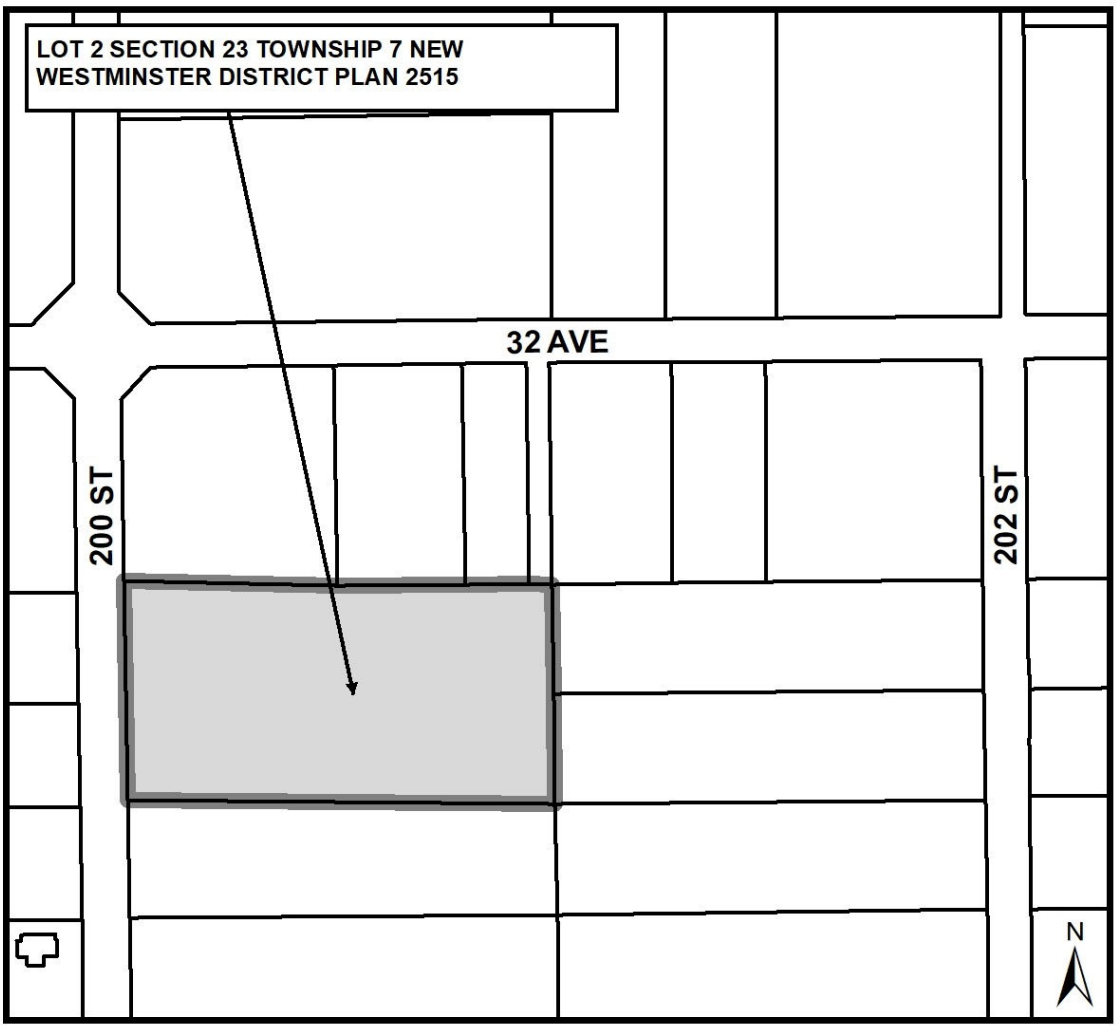
Lot 2 Section 23 Township 7 New Westminster District Plan 2515

as shown delineated on Schedule "A" attached to and forming part of this Bylaw to Comprehensive Development Zone CD-116.

READ A FIRST TIME the	day of	, 2019.
READ A SECOND TIME the	day of	, 2019.
PUBLIC HEARING HELD the	day of	, 2019.
READ A THIRD TIME the	day of	, 2019.
ADOPTED the	day of	, 2019.

_____ Mayor _____ Township Clerk

SCHEDULE 'A'
BYLAW NO. 5504



Township of Langley
Est. 1873

REPORT TO MAYOR AND COUNCIL

PRESENTED:	SEPTEMBER 30, 2019 - REGULAR EVENING MEETING	**REPORT:**	19-148
FROM:	COMMUNITY DEVELOPMENT DIVISION	**FILE:**	07-23-0069
SUBJECT:	REZONING APPLICATION NO. 100484 DEVELOPMENT PERMIT APPLICATION NO. 100900 (0748694 BC LTD. / 3134 – 200 STREET)		

PROPOSAL:

Application to rezone 1.88 ha (4.66 ac) of land at 3134 - 200 Street in the Brookswood/Fernridge Community Plan area to Comprehensive Development Zone CD-116 to accommodate 82 townhouse units.



RECOMMENDATION SUMMARY:

That Council give first and second reading to Rezoning Bylaw No. 5504, subject to 12 development prerequisites; that Council give first and second reading to the accompanying Phased Development Agreement Bylaw No. 5511; that Council authorize issuance (at time of final reading of Bylaw No. 5504) of Development Permit No. 100900; and that staff be authorized to schedule the required Public Hearing.

RATIONALE:

The proposal complies with the Brookswood/Fernridge Community Plan and was submitted prior to May 16, 2017 for consideration based on the 1987 plan.

RECOMMENDATIONS:

That Council give first and second reading to Township of Langley Zoning Bylaw 1987 No. 2500 Amendment (0748694 BC Ltd.) Bylaw 2019 No. 5504, rezoning 1.88 ha (4.66 ac) of land located at 3134 – 200 Street in the Brookswood/Fernridge Community Plan area, to Comprehensive Development Zone CD-116 to accommodate 82 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 the required road and utility upgrades and extensions in accordance with the Township's Subdivision and Development Servicing Bylaw, and compliance with the Erosion and Sediment Control Bylaw;
2. Completion of an erosion and sediment control plan and provision of security in accordance with the Erosion and Sediment Control Bylaw;
3. Provision of a report demonstrating how the 2, 5, and 100 year post development flows will be managed to pre-development conditions in accordance with the Stormwater Management Plan, including provision of a community stormwater detention facility;
4. Provision of road dedications, widenings and necessary traffic improvements for 200 Street and 201 Street, in accordance with the Township's Master Transportation Plan, Subdivision and Development Servicing Bylaw and the Brookswood/Fernridge Community Plan;
5. Provision of greenway and trail dedications and rights of way, and necessary improvements including final acceptance of the greenway landscape design plans, sidewalk/trail alignment, signage, landscape details and security, for 200 Street;
6. 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);
7. Compliance with Age Friendly Amenity Area requirements;
8. Registration of a cross access easement in favour of the properties to the north (3166 - 200 Street, 20050 and 20088 – 32 Avenue);
9. Registration of restrictive covenants acceptable to the Township:
   a) Prohibiting access from the site to 200 Street and prohibiting parking on 200 Street;
   b) Prohibiting parking on internal strata roadways (other than in clearly identified parking spaces) and prohibiting garages from being developed for purposes other than parking of vehicles; and
   c) Identifying a minimum of 5% of townhouse units required to incorporate the Basic Adaptable Housing Requirements;
10. Execution of a Phased Development Agreement between the Township and the applicant with respect to Community Amenity Contributions;
11. Provision of an overall layout plan for the area identified as A2 in the Anderson Creek Integrated Stormwater Management Plan, including roads, greenways, environmental setbacks, land use and conceptual servicing; and
12. Payment of applicable, 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 at time of final reading of Rezoning Bylaw No. 5504 authorize issuance of Development Permit No. 100900 subject to the following conditions:

a. Building plans being in substantial compliance with Schedules “A” through G”;
b. On-site landscaping plans being in compliance with Schedules “H” through “K” and 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;
d. Payment of supplemental development permit application fees, Development Cost Charges, and building permit administration fees;

That Council give first and second reading to Township of Langley Phased Development Agreement (0748694 BC Ltd.) Bylaw 2019 No. 5511; and further

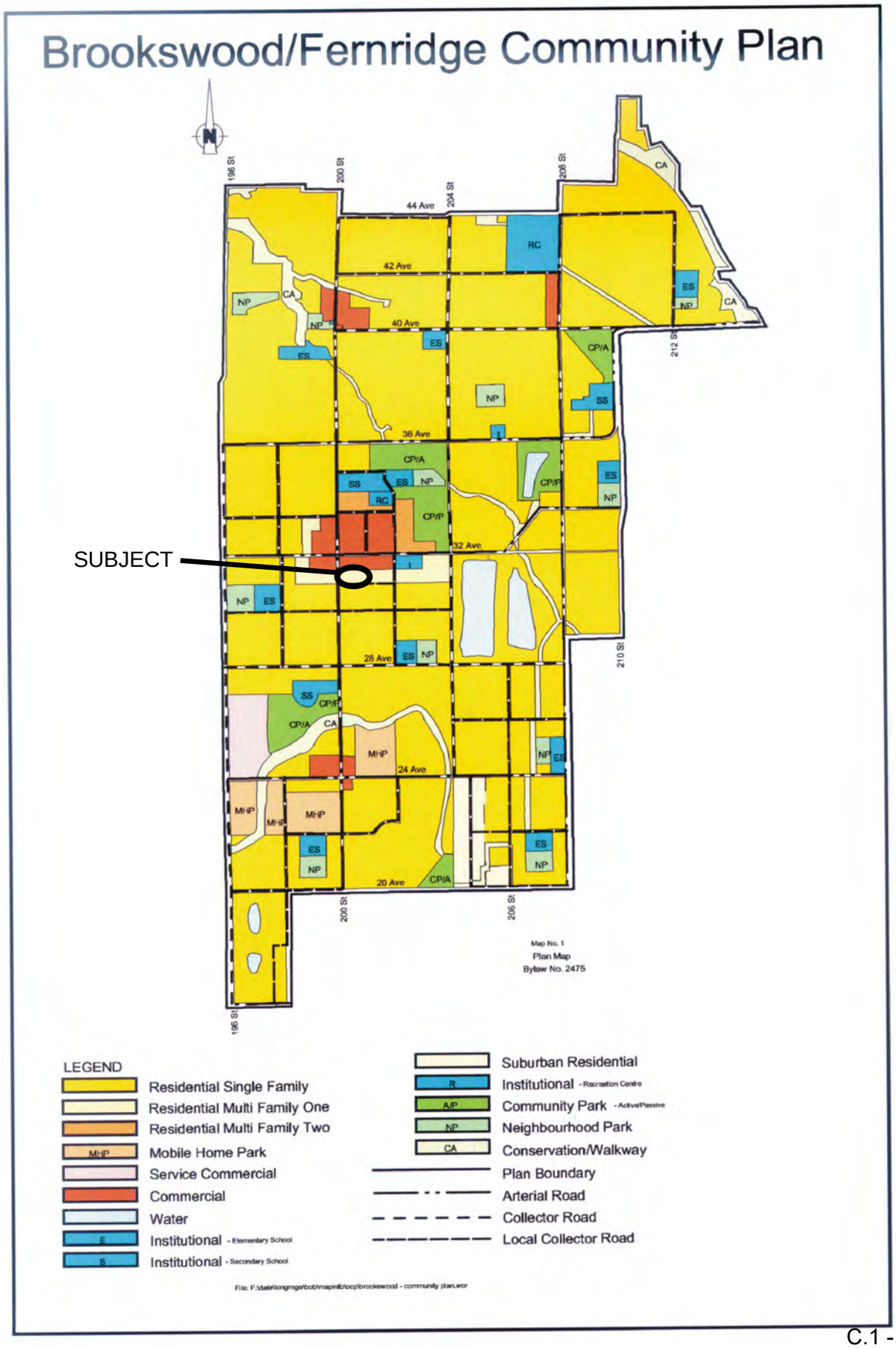
That Council authorize staff to schedule the required public hearing for Rezoning Bylaw No. 5504 and Phased Development Agreement Bylaw No. 5511 in conjunction with the hearing for proposed Development Permit No. 100900.

EXECUTIVE SUMMARY:

0748694 BC Ltd. has applied to rezone 1.88 ha (4.66 ac) of land at 3134 – 200 Street in the Brookswood / Fernridge Community Plan area to Comprehensive Development Zone CD-116 to accommodate 82 townhouse units. The development complies with the Brookswood / Fernridge Community Plan. Final reading of the rezoning bylaw is contingent upon completion of 12 development prerequisites outlined in this report. The proponent’s application also includes a development permit to provide Council the opportunity to review the form and character of the proposed development.

PURPOSE:

The purpose of this report is to advise and make recommendations to Council with respect to Rezoning Bylaw No. 5504 and Phased Development Agreement Bylaw No. 5511 and Development Permit No. 100900.


Brookswood/Fernridge Community Plan
SUBJECT
196 St
200 St
204 St
208 St
212 St
210 St
206 St
44 Ave
42 Ave
40 Ave
36 Ave
32 Ave
28 Ave
24 Ave
20 Ave
Map No. 1
Plan Map
Bylaw No. 2475
LEGEND
Residential Single Family
Residential Multi Family One
Residential Multi Family Two
Mobile Home Park
Service Commercial
Commercial
Water
Institutional - Elementary School
Institutional - Secondary School
Suburban Residential
Institutional - Recreation Centre
Community Park - Active/Passive
Neighbourhood Park
Conservation/Walkway
Plan Boundary
Arterial Road
Collector Road
Local Collector Road

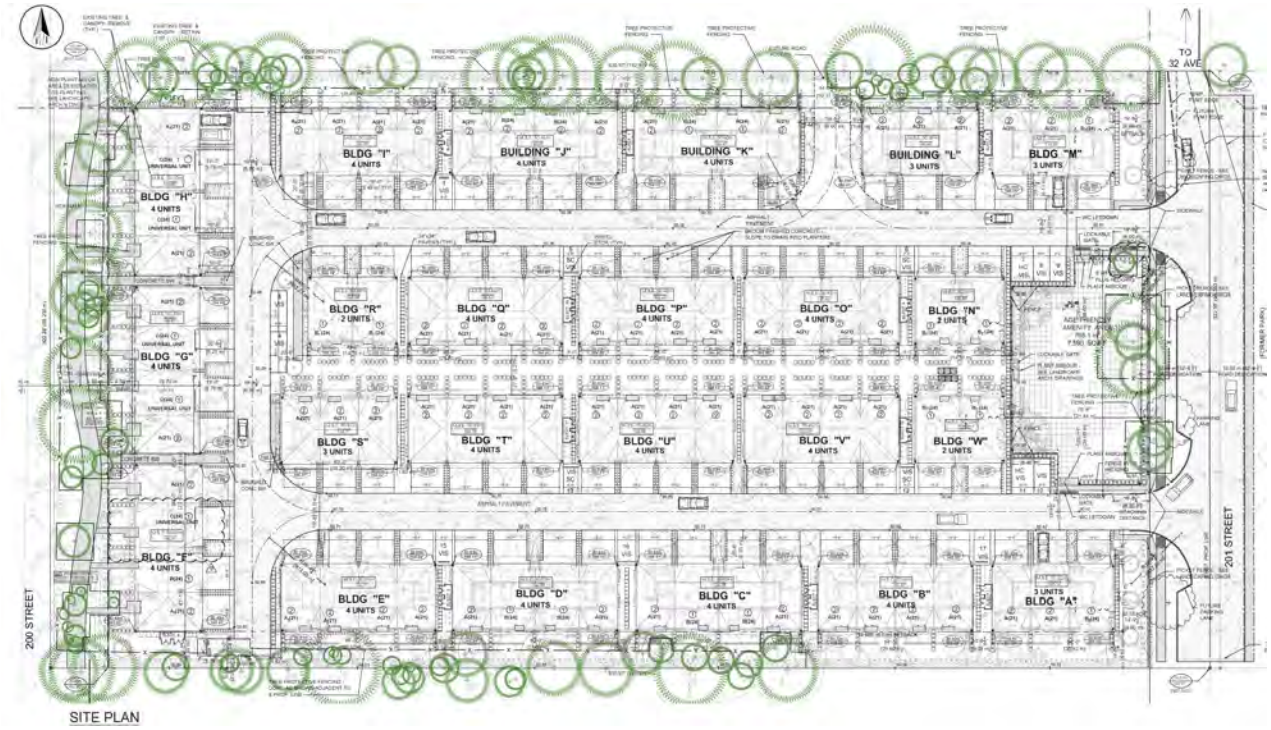


ZONING BYLAW NO. 2500





RENDERINGS – SUBMITTED BY APPLICANT



SITE PLAN – SUBMITTED BY APPLICANT

REFERENCE:

Owner:	0748694 BC Ltd. PO Box 39545 Broadmoor Richmond BC, V7A 5G9
Legal Description:	Lot 2 Section 23 Township 7 New Westminster District Plan 2515
Location:	3134 – 200 Street
Area:	1.89 ha (4.66 ac)
Existing Zoning:	Suburban Residential Zone SR-2
Proposed Zoning:	Comprehensive Development Zone CD-116
Brookswood / Fernridge Community Plan:	Residential Multi-Family One

BACKGROUND/HISTORY:

The subject site is zoned Suburban Residential Zone SR-2 and is designated Residential Multi-Family One in the Brookswood/Fernridge Community Plan adopted in 1987.

The “Residential Multi-Family One” designation accommodated development of townhouse or apartment and had a maximum permitted density of 44 dwellings per hectare (17.8 units per acre).

In May 2011, in response to a petition signed by property owners and area residents, Council directed staff to proceed with a process to update the existing Community Plan that would enable completion of new Neighbourhood Plans in the area and accommodate subsequent development. Based on this direction in 2012 a planning process was initiated to update the Brookswood/Fernridge Community Plan.

In 2014 the proposed updated Brookswood-Fernridge Community Plan was presented to Council. On March 31, 2014, after the close of the public hearing, Council did not grant third reading to the draft 2014 Plan.

On January 11, 2016 Council directed staff to undertake an update of the Brookswood/ Fernridge Community Plan that considers all research, input, and information collected to date, (minor update), based on a public engagement strategy as determined by Council; direct staff to process development applications concurrent with a neighbourhood planning process, to be authorized by Council, based on a public engagement strategy as determined by Council; and, consider separate Plan areas to create a new Fernridge Community Plan, separate from Brookswood. On October 23, 2017 Council adopted the Brookswood / Fernridge Community plan update. The Community Development Division most recently provided a memo to Council on August 22, 2019 that provided a Phase 1 Summary Report related to the Brookswood / Fernridge neighbourhood planning (Booth, Fernridge and Rinn) process, including information on public engagement events, the major emerging themes and next steps, pursuant to the Terms of Reference.

Consideration of the subject proposal is consistent with Council's January 11, 2016 directive to process development applications concurrent with a neighbourhood planning process. On May 8, 2017 (through its consideration of the Brookswood-Fernridge Community Plan Update Report) Council confirmed that in-stream applications (i.e. those received before the May 16, 2017 Brookswood-Fernridge Community Plan Open House) may continue to be reviewed and considered in the context of the 1987 plan. The subject application was received on May 15, 2017.

DISCUSSION/ANALYSIS:

0748694 BC Ltd. has applied to rezone 1.88 ha (4.66 ac) of land in the Brookswood / Fernridge Community Plan area to Comprehensive Development Zone CD-116 to accommodate 82 townhouse units.

The subject site is designated Residential Multi-Family One under the 1987 Plan. Section 2.4.2 of the 1987 Brookswood / Fernridge Community plan states that areas designated Residential Multi-Family One shall be developed as townhouse or apartment and have a maximum permitted density of 44 dwellings per hectare (17.8 units per acre). The applicant has proposed townhouses for the site at a density of 43.4 uph (17.6 units per acre). The proposed rezoning application therefore can be considered consistent with the Brookswood / Fernridge Community Plan.

The subject property is currently used for suburban residential purposes. Access to the property is from 200 Street.

Adjacent Uses:

North:	Three (3) properties, zoned Suburban Residential Zone SR-2, designated Rowhouse / Townhouse in the 2017 Brookswood - Fernridge Community Plan;
South:	A property, zoned Suburban Residential Zone SR-2, designated Rowhouse / Townhouse in the 2017 Brookswood - Fernridge Community Plan;
East:	Two (2) properties, zoned Suburban Residential Zone SR-2, designated Park and Open Space in the 2017 Brookswood - Fernridge Community Plan; and
West:	200 Street, beyond which are two (2) properties, zoned Suburban Residential Zone SR-2, designated Rowhouse / Townhouse in the 2017 Brookswood - Fernridge Community Plan.

Zoning Amendment:

The subject development site is currently zoned Suburban Residential Zone SR-2. Bylaw No. 5504 proposes to rezone the site to Comprehensive Development Zone CD-116 to facilitate the development of 82 townhouse units.

Public Consultation:

The applicants held a Public Information Meeting on November 15, 2018 at George Preston Recreation Centre to present the application to residents. A summary of the meeting and comments are provided as Attachment D to this report.

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 existing Residential Development Permit Area guidelines

included in the 1987 Brookswood / Fernridge Community Plan (see Attachment B). Proposed Development Permit No. 100900 is attached to this report (see Attachment A). The proponent has submitted elevations and renderings detailing the form, height, exterior finishing and architectural style and massing of the proposed townhouse development for Council's consideration. The site is bordered by 200 Street to the west and proposed 201 Street on the east. A total of 82 units are proposed in 23 buildings. Vehicular access to the site is proposed from 201 Street, vehicular access to the site from 200 Street is not permitted. An age friendly amenity area is near the entry to the site.

All units are proposed to be three (3) storeys in height. All units will be ground oriented with units facing the street provide defined entrances with a walkway providing a pedestrian connection from the municipal sidewalk to the front door of each unit. Garages and outside parking spaces will be accessed from the internal strata roads. The street facing elevations feature design elements such as pitched roofs, covered entrances, and strongly identifiable entrances. Cladding materials include board and batten, stone veneer and wood trim. The variations in colours and materials proposed are used to highlight the individual units as well as the architectural features of the buildings.

The proposed building heights (3 storeys), site coverage (29%) and siting comply with the provisions of the proposed Comprehensive Development Zone CD-116. The application complies with the Zoning Bylaw by providing 320 parking spaces outdoors and within attached garages as outlined below:

	Parking Spaces Required	**Parking Spaces Provided**
Residential Spaces (82 Double Wide Units) (2.0 spaces required / unit)	164	303
Visitor Parking Spaces (0.2 spaces required / unit)	16	17
Total	180	320

As a prerequisite of final reading of the rezoning bylaw, the applicant will be required to register a restrictive covenant prohibiting the development of secondary suites 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 townhouse units in the development shall provide adaptable housing. Council has chosen to implement this provision through the adoption and implementation of the Adaptable Housing Requirements. Five (5) adaptable units are proposed in the development in compliance with the plan.

Landscaping:

The landscape plans propose 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 low picket fencing fronting the streets to define the private and public realms.

Tree Protection / Replacement:

The tree management plans submitted by the applicant indicate 366 significant trees exist on the subject site with 71 proposed for retention on the townhouse site. A further 6 significant trees located on the proposed 200 Street greenway dedication are identified for retention subject to detailed off-site design of the greenway.

In accordance with the Township's Subdivision and Development Servicing Bylaw (Schedule I - Tree Protection), no replacement trees are required. However, the applicant is proposing to install 94 trees on the site. In addition 8 street trees are required along the road frontages (in compliance with the Township's Street trees and Boulevard Plantings Policy). Post development approximately 162 trees will be in place. Final tree retention, protection, and replacement plans are subject to the final acceptance of the Township. This requirement has bee 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 and utility upgrades and/or extensions and a community stormwater facility to the acceptance of the Township. Road dedications, widening, and necessary traffic improvements will be required in accordance with the Subdivision and Development Servicing Bylaw and the Brookswood / Fernridge Community Plan, including 200 and 201 Street, and applicable greenway dedications adjacent to 200 Street. 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, Schedule 3 of the OCP, 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. There are no watercourse on the site.

School Sites:

School District 35 has provided comments (Attachment C) and anticipates that the overall development will generate approximately 24 new students for Glenwood Elementary School (located approximately 3.0 km southeast of the site), and 24 new students for Brookswood Secondary School (located approximately 2.7 km northeast of the site).

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) 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 $394,748. Accordingly, a Phased Development Agreement (Bylaw No. 5511) has been prepared indicating a contribution of $394,748.

Transit:
Currently, transit service is provided along 200 Street.

POLICY CONSIDERATIONS:
The proposed rezoning and Development Permit will facilitate the development of 82 townhouse units. The proposed development complies with the land use and density provisions of the 1987 Brookswood / Fernridge Community Plan, and in staff's opinion complies with the Development Permit Guidelines of the 1987 Brookswood / Fernridge Community Plan.

Staff recommend that Council give first and second reading to Bylaw No. 5504 (subject to 12 development prerequisites) and Phased Development Agreement Bylaw No. 5511 and authorize issuance (at time of final reading of Bylaw No. 5504) of accompanying Development Permit No. 100900 and authorize staff to schedule the required Public Hearing.

Respectfully submitted,

Colin Moore
DEVELOPMENT PLANNER
for
COMMUNITY DEVELOPMENT DIVISION

ATTACHMENT A	Development Permit No. 100900
ATTACHMENT B	Brookswood Development Permit Area C – Multi-Family
ATTACHMENT C	School District 35 comments
ATTACHMENT D	Public Information Meeting comments

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

Development Permit No. 100900

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

1. NAME: 0748694 BC Ltd.

   ADDRESS: PO Box 39545 Broadmoor
   Richmond BC, V7A 5G9

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 23 Township 7 New Westminster District Plan 2515

   CIVIC ADDRESS: 3134 - 200 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. Building plans being in substantial compliance with Schedules “A” through “G”; and
   b. On-site landscaping plans being in substantial compliance with Schedules “H” through “K”, and 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, 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.

   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 below renderings and building elevations are revisions submitted January 27, 2020

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



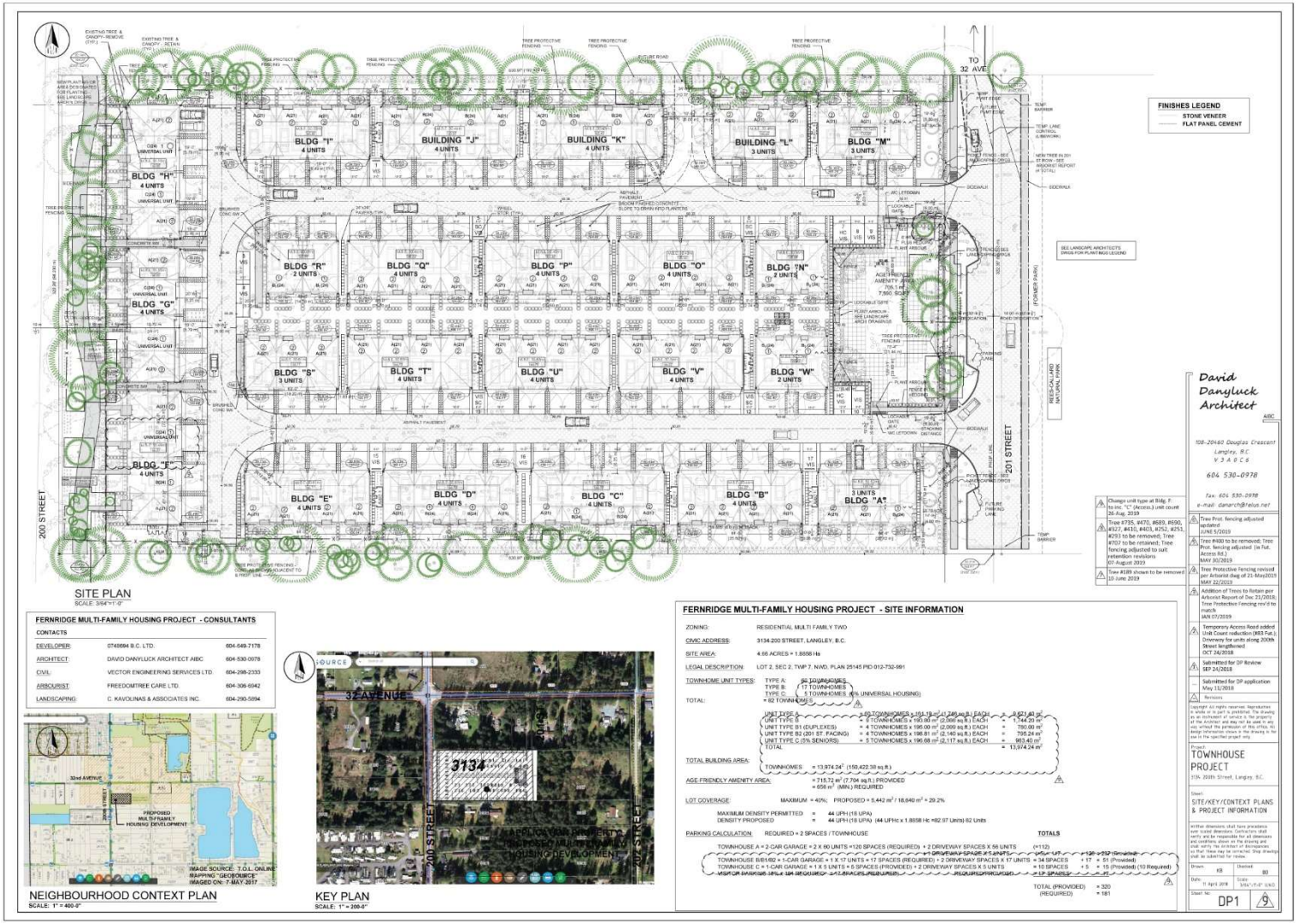
Township of Langley
Est. 1873

SCHEDULE A
RENDERING



Township of Langley
Est. 1873

SCHEDULE B
RENDERING



Township of Langley

Est. 1873

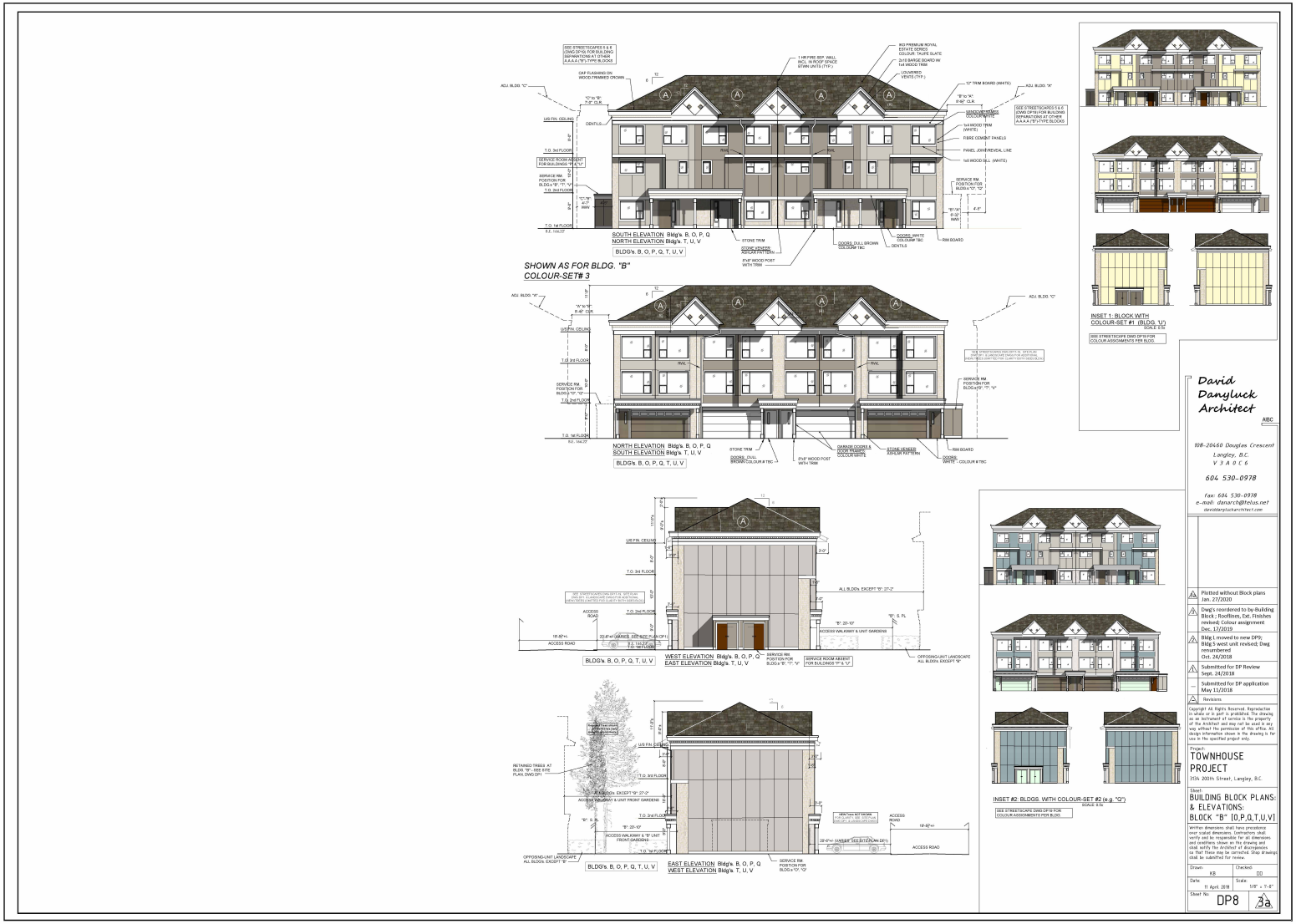
SCHEDULE C
SITE PLAN



Township of Langley

Est. 1873

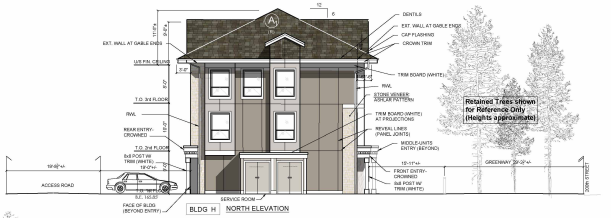
SCHEDULE D
BUILDING ELEVATIONS

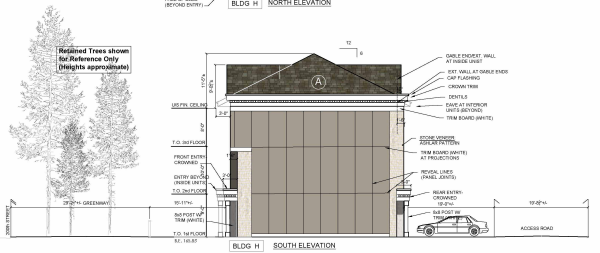


SCHEDULE E
BUILDING ELEVATIONS









David Danyluck Architect
AIBC
108-20460 Douglas Crescent
Langley, B.C.
V3A0C6
604 530-0978
fax: 604 530-0978
e-mail: danarch@telus.net
davidanyluckarchitect.com

Plotted without Block plans Jan. 27/2020
Dwg's reordered to by-Building Block ; Rooflines, Ext. Finishes revised; Colour assignment Dec. 17/2019
Revised Roof OH N side Bldg "F" Oct. 30/2019
Bldg F; ABBA changed to ACBA for increased "C" Universal type Aug. 26/2019
Bldg's E, I moved to new dwg DP10; Dwg renumbered Oct. 24/2018
Submitted for DP Review Sept. 24/2018
Submitted for DP application May 11/2018
Revisions

Copyright All Rights Reserved. Reproduction in whole or in part is prohibited. The drawing as an instrument of service is the property of the Architect and may not be used in any way without the permission of this office. All design information shown in the drawing is for use in the specified project only.

Project:
TOWNHOUSE PROJECT
3134 200th Street, Langley, B.C.

Sheet:
BUILDING BLOCK PLANS: & ELEVATIONS: BLOCK "H"

Written dimensions shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions shown on the drawing and shall report any discrepancies to the Architect who may be corrected. Shop drawings shall be submitted for review.

Drawn: KB	Checked: DD
Date: 11 April, 2018	Scale: 1/8" = 1'-0"
Sheet No: DP13	5a

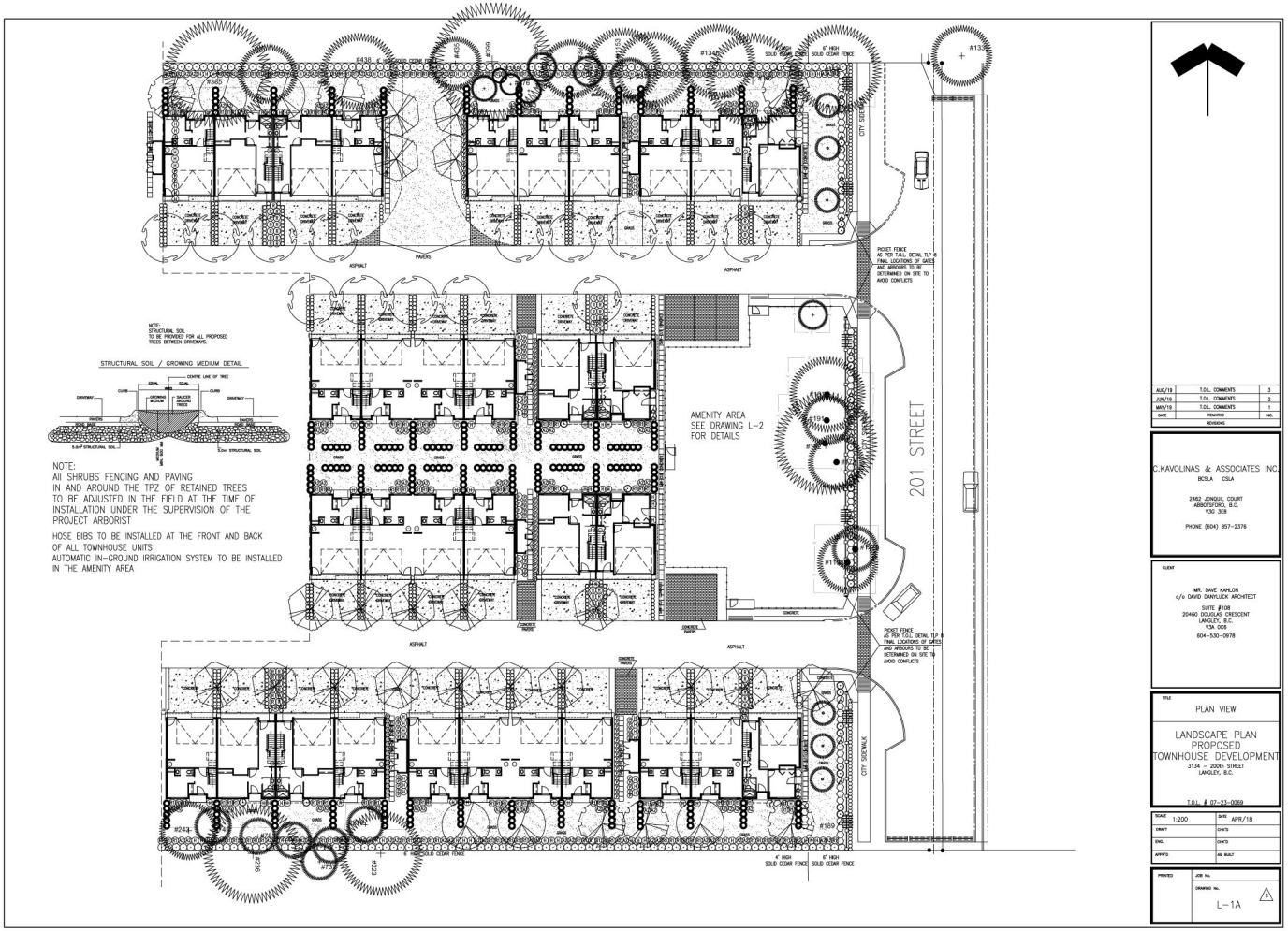
SCHEDULE F
BUILDING ELEVATIONS



Township of Langley

Est. 1873

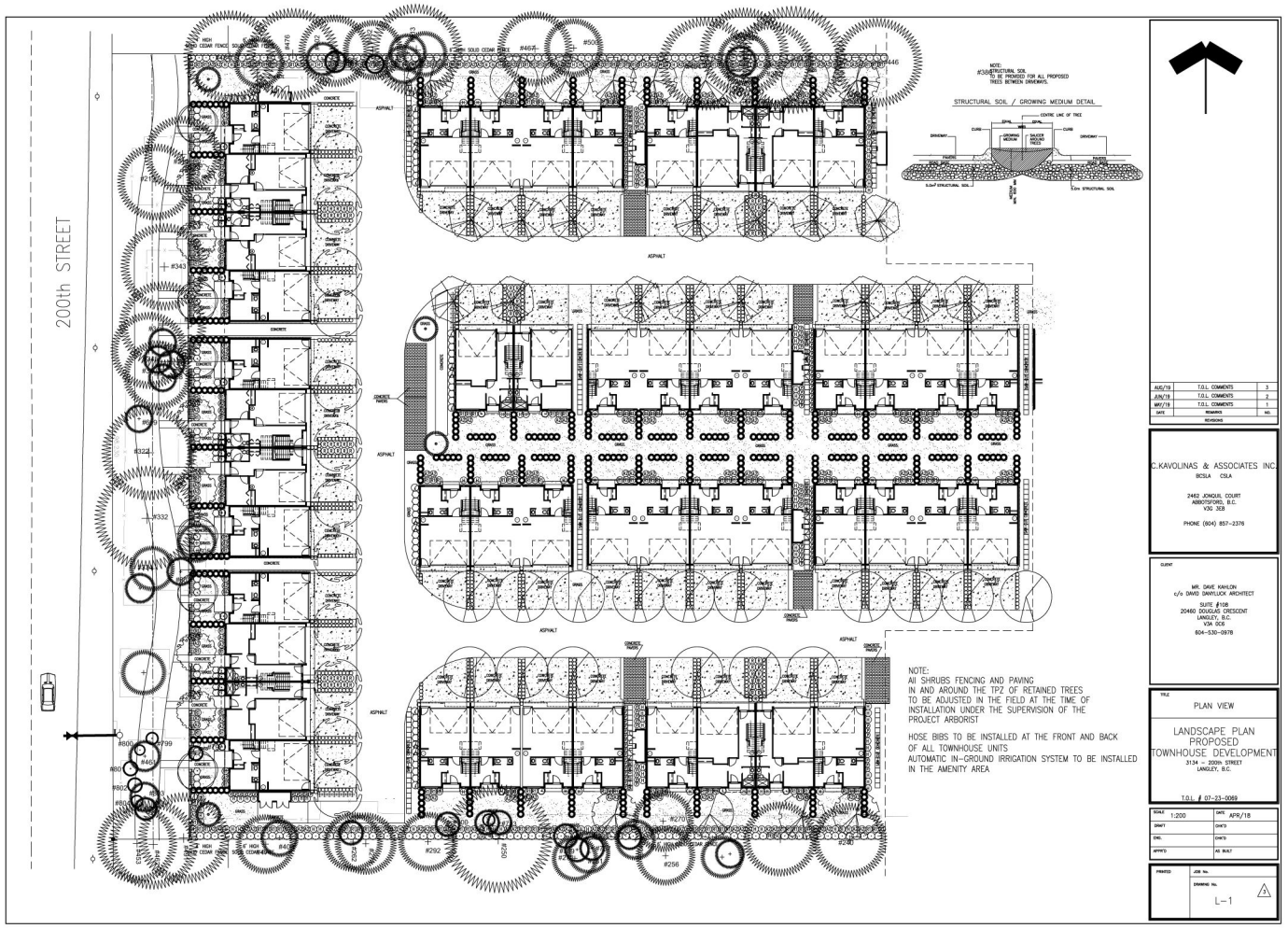
SCHEDULE G
BUILDING ELEVATIONS



Township of Langley

Est. 1873

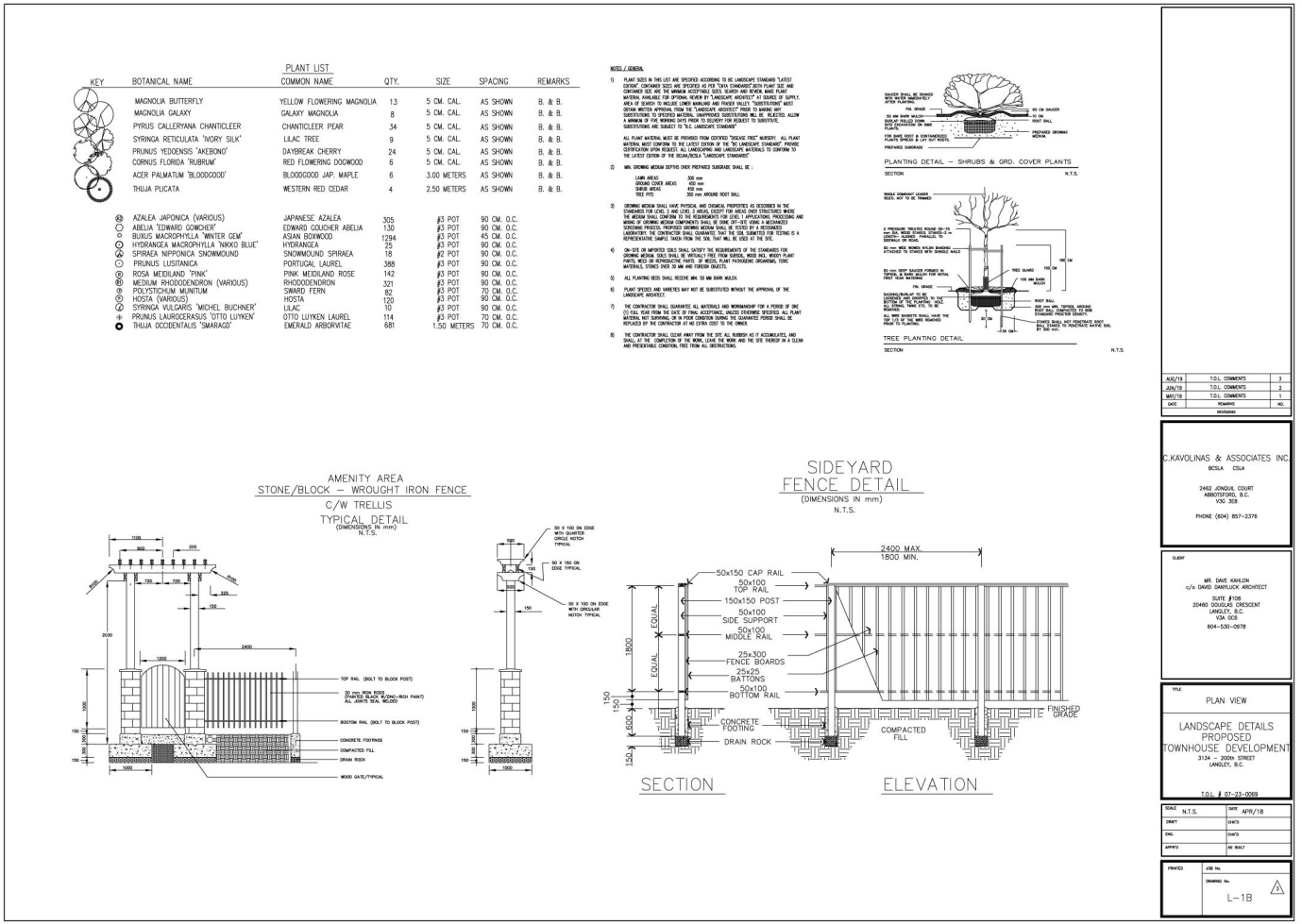
SCHEDULE H
LANDSCAPE PLANS



Township of Langley

Est. 1873

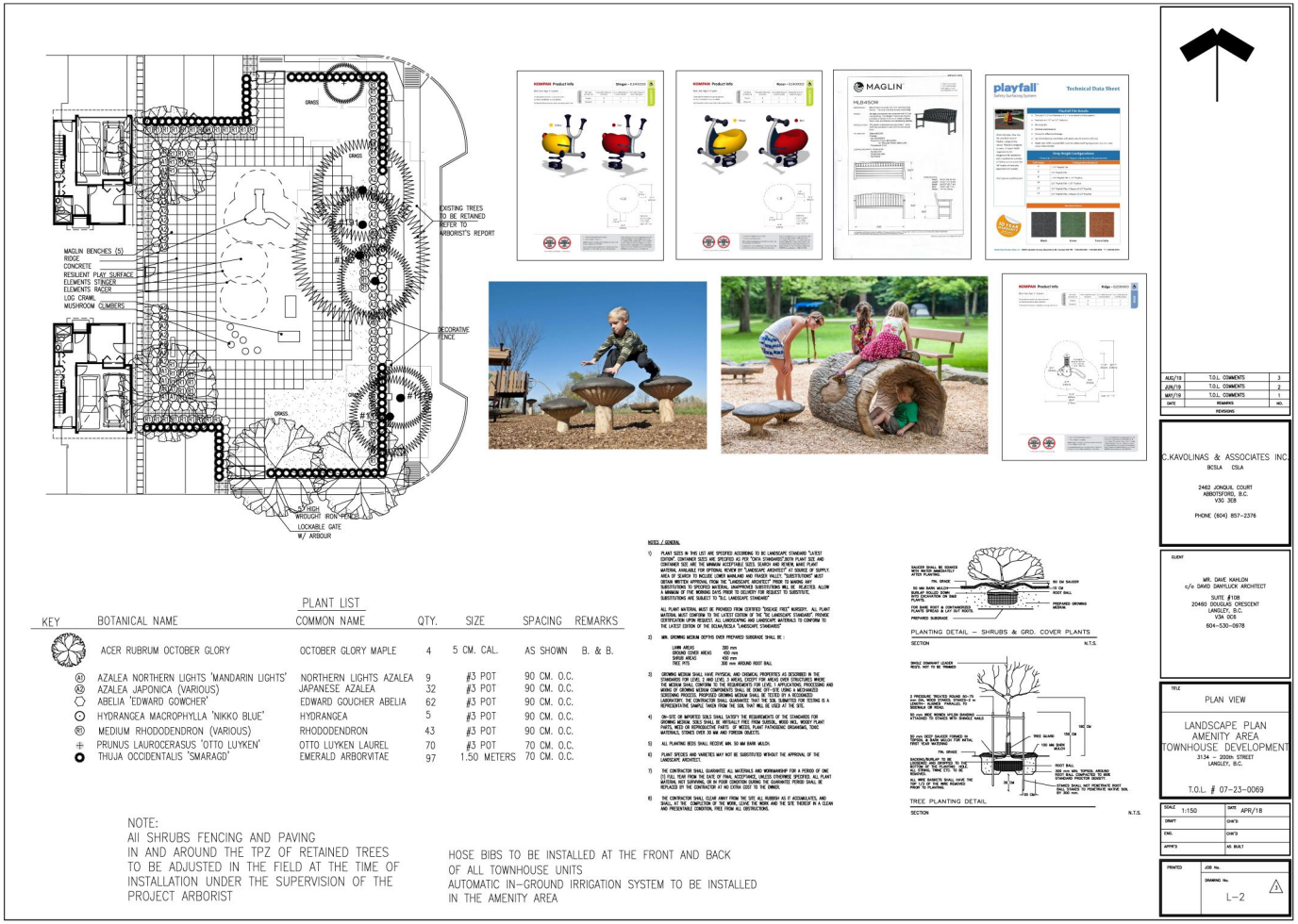
SCHEDULE I
LANDSCAPE PLANS



Township of Langley

Est. 1873

SCHEDULE J
LANDSCAPE DETAILS



PLANT LIST

KEY	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	SPACING	REMARKS
	ACER RUBRUM OCTOBER GLORY	OCTOBER GLORY MAPLE	4	5 CM. CAL.	AS SHOWN	B. & B.
AZ	AZALEA NORTHERN LIGHTS 'MANDARIN LIGHTS'	NORTHERN LIGHTS AZALEA	9	#3 POT	90 CM. O.C.	
AZ	AZALEA JAPONICA (VARIOUS)	JAPANESE AZALEA	32	#3 POT	90 CM. O.C.	
⬡	ABELIA 'EDWARD GOWCHER'	EDWARD GOUCHER ABELIA	62	#3 POT	90 CM. O.C.	
⊙	HYDRANGEA MACROPHYLLA 'NIKKO BLUE'	HYDRANGEA	5	#3 POT	90 CM. O.C.	
RH	MEDIUM RHODODENDRON (VARIOUS)	RHODODENDRON	43	#3 POT	90 CM. O.C.	
+	PRUNUS LAUROCERASUS 'OTTO LUYKEN'	OTTO LUYKEN LAUREL	70	#3 POT	70 CM. O.C.	
●	THUJA OCCIDENTALIS 'SMARAGD'	EMERALD ARBORVITAE	97	1.50 METERS	70 CM. O.C.	

NOTE:
All SHRUBS FENCING AND PAVING
IN AND AROUND THE TPZ OF RETAINED TREES
TO BE ADJUSTED IN THE FIELD AT THE TIME OF
INSTALLATION UNDER THE SUPERVISION OF THE
PROJECT ARBORIST

HOSE BIBS TO BE INSTALLED AT THE FRONT AND BACK
OF ALL TOWNHOUSE UNITS
AUTOMATIC IN-GROUND IRRIGATION SYSTEM TO BE INSTALLED
IN THE AMENITY AREA

Township of Langley
Est. 1873

SCHEDULE K
LANDSCAPE DETAILS

2.4.6 **DEVELOPMENT PERMIT AREA C, MULTI-FAMILY DESIGNATED UNDER SECTION 945(4)(e) OF THE MUNICIPAL ACT**

The Development Permit Area C lands are designated Multi-Family One and Multi-Family Two. The objective will be to permit low rise multi-family residential development that has excellent access to commercial facilities, establishes adequate building setbacks from adjacent residential lands to act as a transition zone between commercial and single family residential lands, considers the safety of residents and provides for an identifiable neighbourhood.

1) Individual access onto 200th Street shall be limited.

2) Landscaping of the site shall be required to screen the residential building(s), parking and loading areas from single family residential uses, commercial uses and adjacent highways. The landscaping plans are to be submitted as part of the Development Permit application.

3) The building massing should be low rise to reflect the low profile and low density character projected for Brookswood/Fernridge. Buildings should be designed and sited so that their mass does not restrict sun penetration to roadways, sidewalks and adjacent land uses. Pitched roofs shall be encouraged.

4) Walkways shall be developed between groups of buildings, recreational facilities and public pedestrian walkways/sidewalks and to provide a link with commercial facilities. For security, residential walkways should be lighted and allow overview from adjacent dwellings.

23 September 2019

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

Re: Development Application Project 07-23-0069 / GOBLE

CIVIC: 3134 200 Street

LEGAL: Lot 2 Section 23 Township 7 NWD Plan 2515

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-7	Secondary 8-12
Townhouses	**82**	**31**	**24**

Given the current school catchments this development would impact Glenwood Elementary School, and Brookswood 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

ATTACHMENT D

David Danyluck Architect AIBC

108-20460 Douglas Crescent, Langley, B.C. V3A 0C6 *e-mail:* danarch@telus.net
Phone: 604-530-0978

Date: November 18/2018

RE: PIM, 3134-200th Street, Langley, BC: Proposed 82-Unit Townhouse Development
Meeting Summary

A Public Information Meeting was held on November 15, 2018 from 5 p.m. to 8 p.m. for a proposed 82 Unit Townhouse development at 3134-200th Street, Langley, B.C. in the George Preston Recreation Center. The display included the ISDC Plan, architectural site plan, coloured 3D rendering of the project, coloured building elevations, colour board of proposed finish materials and colours as well as actual finish materials. Project representatives in attendance to describe the project and answer questions were David Danyluck Architect AIBC, Ms Ruby Sandher, Twp of Langley Planner (observer status only) and Mr. Dave Kahlon owner /developer.

In total, 162 invite letters were mailed to residents of the subject area, 30 of those went to individual property owners and 132 were sent to residents of the neighbouring trailer park. We noted that of the 162 mailouts only 1 person who signed in received an invite letter to the PIM.

The project design is based on the 1987 OCP. Briefly, the project description and statistics are:

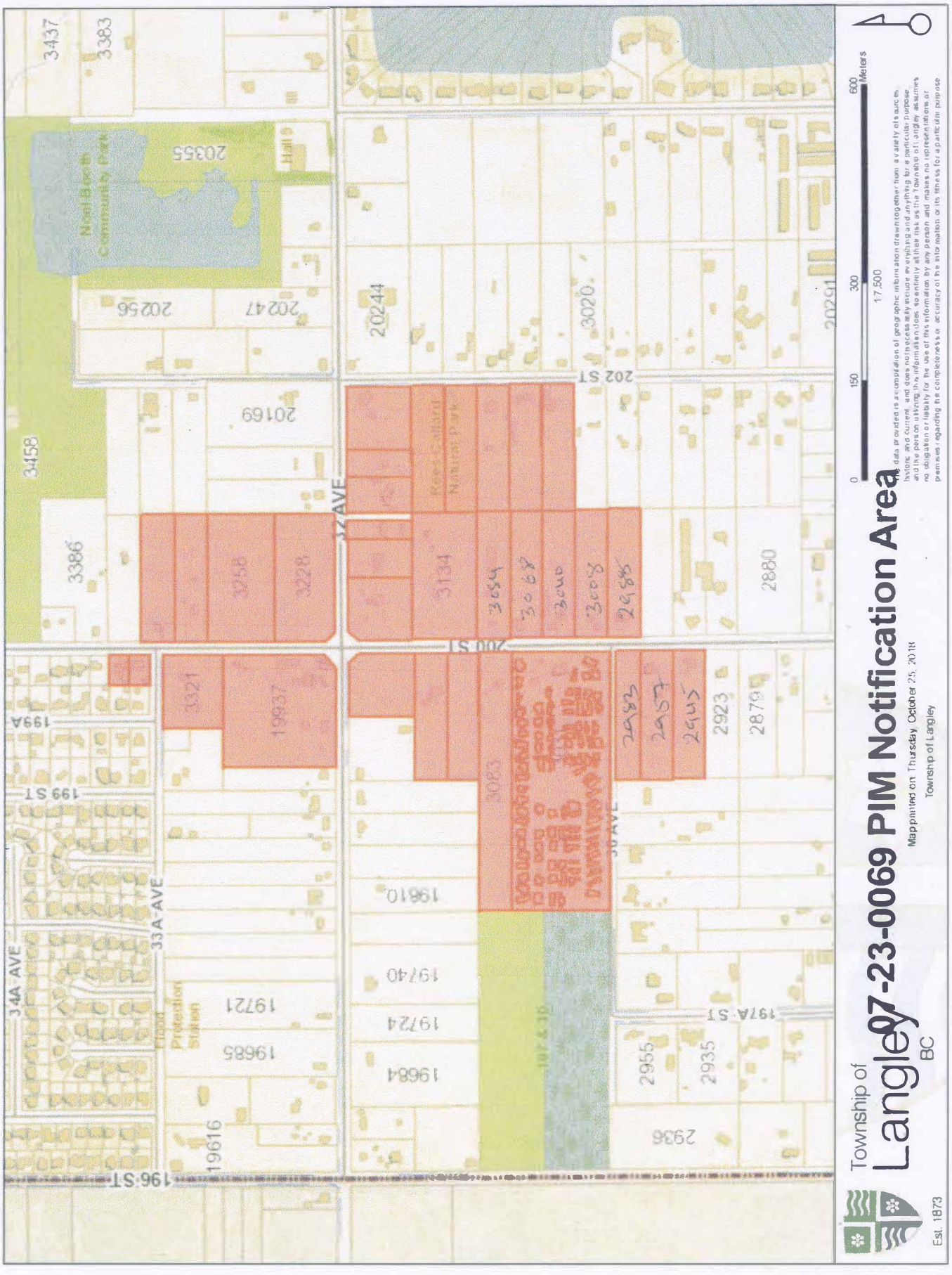
1. Multi-family Two Zone
2. Site Area = 4.66 Acres (1.8858 Ha)
3. Lot Cover = 40 % max., Proposed = 29.2%
4. Density Allowed = 44 UPH (18 UPA), Proposed = 44 UPH
5. Parking Required by calculation = 181 plus 17 Visitors, Proposed = 320 (side by side in secure double garages and double outside on individual Unit driveways)
6. Outdoor Age Friendly Amenity = 656m2 Required, Proposed = 715.72m2
7. 5% Seniors Units Required, Provided = 5% (4 Units)
8. 2 to 4 Units per building block
9. Internal paved loop roads, emergency vehicle accessible.
10. 2 main entry roads to the site from the proposed 201st Street, no access permitted from 200th Street.
11. Neighbourhood boulevard concept with wide 18 +m (60 feet) between buildings and a row of trees both sides of the 6 m wide internal roadway; each unit has its own driveway, green fencing (no wood fences), heavily landscaped throughout.
12. Material finishes include cultured stone veneer, fiber cement siding, asphalt shingles

The following is a summary of the meeting:

1. The exact number of people who attended is unknown because some looked briefly at the display items then left without recording their presence.
2. The number of people who signed in = 39
3. The number of people who left comments = 15
4. The number of people who **SUPPORT** the project = 6
5. The number of people **AGAINST** the project = 4 opposed (no contact info provided), 5 want more Planning clarification (i.e., traffic, schools, preservation of trees, infrastructure)
6. Number of people who commented but did not leave contact information = 4
7. Major concerns:
    1. Density (some felt density is too high, another wanted more density to preserve trees, others were satisfied)
    2. Retention of trees and green space
    3. Pedestrian movement along 200th Street (continuation of sidewalks and bike lanes on 200th Street and beyond the site).
    4. Infrastructure (ensure no cost to taxpayers for new infrastructure)
    5. Some concerns over existing school capacity for additional children moving into the area.
    6. Ensure adequate parking is provided with developments and no street parking

Several people said they understood that the Developer has to provide his proposal in accordance with the Township of Langley's guidelines and were not so much against the project as they were with concerns over the lack of Neighbourhood Concept planning and timing of the overall process.

Yours truly,
David Danyluck Architect AIBC


Township of Langley BC
Est. 1873
07-23-0069 PIM Notification Area
Mapprinted on Thursday October 25, 2018
Township of Langley
0 150 300 600 Meters
1:7,500
The data provided is a compilation of geographic information drawn together from a variety of sources. Some is historic and current, and does not necessarily include everything and anything for a particular purpose and the person utilizing this information does so entirely at their risk as the Township of Langley assumes no obligation or liability for the use of this information by any person and makes no representations or warranties regarding the completeness or accuracy of the information or its fitness for a particular purpose
Noel Booth Community Park
Reed Collard Nature Park
202 ST
199 ST
196 ST
197A ST
34A AVE
33A AVE
33 AVE
30 AVE
3458
3437
3383
3386
3258
3228
3134
3064
3083
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2936
20355
20247
20256
20169
20244
20291
3020
19937
19721
19685
19684
19740
19724
19610
19616
Hall
Protection Island

1 NAME ADDRESS PHONE

FOIPPA s.22(1)

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FOIPPA s.22(1)

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FOIPPA s.22(1)

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FOIPPA s.22(1)

6 Langley

FOIPPA s.22(1)

FOIPPA s.22(1)

7

FOIPPA s.22(1)

8 LANGLEY BC

FOIPPA s.22(1)

FOIPPA s.22(1)

9 Langley

FOIPPA s.22(1)

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Comments from [redacted]

Proposed 82 UNIT TOWNHOUSE
3134-200 St.

Generous Parking. - Reqd. 181 Provided 320 Excellent.

Traffic - Recommend 201 St be constructed for full 2 way traffic.

Building facades - Request some of the stonework be textured at least 1".

Otherwise project appears acceptable.

FOIPPA s.22(1)

Got it Gerry - Finally
Looks Like an excellent project

FOIPPA s.22(1)

[redacted]

FOIPPA s.22(1)

[redacted]

I like the development & like the architecture and I also feel there is and good number of town homes. per acre more than adequate parking

At this point I cannot support this development. We have to see the total plan!

Very simply put, it is Willo[illegible] all over again. The town houses are not attractive in the least not to mention the extreme high density.

How about the seniors in Brookswood who would like to downsize by selling their homes and go into a Master on the Main or Rancher style town house. Generally they will have the $ to do this comfortably but there is nothing for them. The style of townhouse being presented is not suitable.

In conclusion I am against this development at this time.

FOIPPA s.22(1)

Comments:

(1) This looks like Willowby North.
- overcrowded
- a big stinking mess.

(2) Will the developers disclose to the new owners the environmental pollution ~~that~~ from the Campbell Height Business Park. Weir & Ebco heavy industries polluting. FULL DISCLOSURE to all new residents. "Lead" is suspected.

(3) ~~Who is it~~
Where is the Township in all these plans.
"Carte Blanche" to developers is one complete Nightmare for all residents in this area.

(4) ~~It~~ It will be Willowby South. This is just terrible. I vote "No"

NAME ADD Phone,

FOIPPA s.22(1)

32
33
34
35
36

FOIPPA s.22(1) [redacted]

C.1

Ben

This is too much density for this area. We don't want this much density. You have cleared the lot where are the trees? to maintain the character? We need Senior housing with greenspace. We don't need lot clearing development. This can be found anywhere in Surrey or elsewhere. This doesn't reflect the character of Brookswood.
This is not nice looking. Do not clear the lot. Do not fill the space. This is not what we want here.
Try again.

Thank you,

FOIPPA s.22(1) [redacted]

I have concerns about 'real' green space in this development. I don't like 3 storeys. I also want our enviromental & hydrological studies finished before any development.

FOIPPA s.22(1)

Langley.

This development should not happen.
We don't want another Walnut Grove
Leave Brookwood alone!

GREAT PROJECT!
VERY EXCITING TO FINALLY SEE
SOMETHING HAPPENING TO THE
NEIGHBOURHOOD
WE NEED MORE DIVERSITY, THIS IS
A GOOD ALTERNATIVE FOR YOUNG
AND OLD FAMILIES ALIKE.
GET 'EM BUILD!

FOIPPA s.22(1)

[redacted]

LANGLEY BC

Besides the very serious enviornmental concerns that folks have raised, My biggest concern is with the units that face 200th Street. I realize that this ~~plan~~ proposal is brought forward under the 1987 plan, however this would be a great opportunity for the proponent to set the standard for development in Brookswood. Along 200th and in such close proximity to an important intersection like 200/32nd, it would be great to see a mixed-use element to the development in order to encourage future walkability and to encourage the development of 200th as a "great street". In addition, using mixed-use along 200th with slightly nighes density would allow the proponent to preserve more of the trees and land closer to 201st street, and perhaps even include a retention pond. This way, we can ~~can~~ expect higher enviornmental protection as well as a more exciting and ambitious project in general.

FOIPPA s.22(1)

Why is there a meeting to review the developer's Plan when the "neighbour hood plan" has not been shown to our community!

Concerned citizen!

FOIPPA s.22(1)

Langley BC

I've taken the time to attend your open house, however, no one took the time to say who they were, or what their role is.

The plans + diagrams should be up on the wall.

General questions such as:

- are trees going to be replaced?
- how many buildings not just units are there?
- Where how many schools, Dr offices will be built any infrastructure
- Are roads + sewers also going to be done ahead of time

I cannot support the development of growth in Brookswood Fernridge until such time all the questions are answered

Only then would I, even consider Thinking about it.

Waste of my time

FOIPPA s.22(1)

Brookswood

FOIPPA s.22(1)

Comments

FOIPPA s.22(1)

[redacted]

1) "
We will now be Willoughby South
This is just Terrible.
I'm totally against this

FOIP
PA
s.22(

– And so it begins?!

This is way too many - way too dense.

I thought we were going to maintain a 'village' feel in Brookswood / Fernridge? This plan doesn't look much like ideas we looked at in the discussion since 2014.

Do we not have neighbourhood plans before any development can start?

Nov 15/18

FOIPPA s.22(1)

The facade is very flat and cold. Please use real wood and stone vs. tiles + siding.

Please save as many trees as possible, this will maintain some of the Brookswood character that the new owners want to buy into.

Less units with more trees, grass + areas for family living would actually increase the per unit selling price / desireability / quality of life.

Traffic in + out access off side street not 200 street.

Make sure lots of parking vs. pushing residents + visitors onto 200 + side streets.

Make streets ample + wide vs. narrow lanes to improve traffic flow and sight lines, with parking on sides.