

Township of
Langley



Est. 1873

REPORT TO MAYOR AND COUNCIL

PRESENTED: DECEMBER 13, 2021 - REGULAR MEETING
FROM: COMMUNITY DEVELOPMENT DIVISION
SUBJECT: OFFICIAL COMMUNITY PLAN AMENDMENT AND
 REZONING APPLICATION NO. 100152 AND
 DEVELOPMENT PERMIT APPLICATIONS NO. 100931
 AND 101017 (1100027 BC LTD. / 1103555 BC LTD. / KRAHN /
 20239 - 84 AVENUE AND 20264 - 86 AVENUE (SOUTH PORTION))

REPORT: 21-153
FILE: 08-26-0173

PROPOSAL:

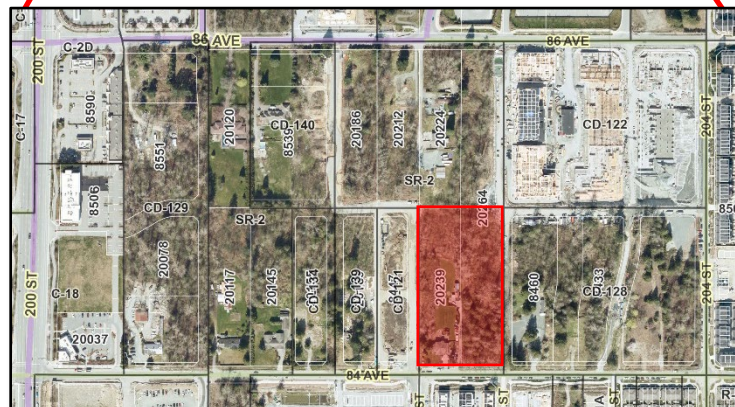
Application to amend the Carvolth Neighbourhood Plan and rezone 1.89 ha (4.68 ac) of land located at 20239 – 84 Avenue and 20264 – 86 Avenue (south portion) to Comprehensive Development Zone CD-166 with accompanying development permits and housing agreement to facilitate the development of 220 rental apartment units in two (2) six (6) storey buildings and 20 townhouse units.

RECOMMENDATION SUMMARY:

That Council give first and second reading to Bylaws No. 5739, 5740 and 5754, subject to 15 development prerequisites being completed prior to final reading; issuance of Development Permits No. 100931 and 101017 (at time of final reading of Bylaw No. 5740); and that staff be authorized to schedule the required Public Hearing.

RATIONALE:

Staff are supportive of the development proposal as it is consistent with the overall objectives of the Carvolth Neighbourhood Plan and the Willoughby Community Plan.



RECOMMENDATIONS:

That Council give first and second reading to Langley Official Community Plan Bylaw 1979 No. 1842 Amendment (Willoughby Community Plan) Bylaw No. 1998 No. 3800 Amendment (Carvolth Neighbourhood Plan) Bylaw 2013 No. 4995 Amendment (1100027 BC Ltd. / 1103555 BC Ltd. / Krahm) Bylaw 2021 No. 5739 and Township of Langley Zoning Bylaw 1987 No. 2500 Amendment (1100027 BC Ltd. / 1103555 BC Ltd. / Krahm) Bylaw 2021 No. 5740 rezoning 1.89 ha (4.68 ac) of land located at 20239 – 84 Avenue and 20264 – 86 Avenue (south portion) to Comprehensive Development Zone CD-166 to facilitate the development of 220 rental apartment units in two (2) six (6) storey apartment buildings and 20 townhouse units subject to the following development prerequisites being satisfied to the acceptance of the Township of Langley General Manager of Engineering and Community Development, unless otherwise noted prior to final reading:

1. A servicing agreement being entered into with the Township to secure required road and utility upgrades and extensions in accordance with the Township's Subdivision and Development Servicing Bylaw;
2. Submission of an erosion and sediment control plan and provision of security in accordance with the Erosion and Sediment Control Bylaw;
3. Provision of road dedications, widenings, and necessary traffic improvements, including dedications for the north half of 84 Avenue, the south half of 85 Avenue, the east half of 202 Street and the west half of 202B Street in accordance with the Township's Master Transportation Plan, Subdivision and Development Servicing Bylaw, and the Carvolth Neighbourhood Plan;
4. Dedication and construction of a 4.5 m wide street greenway on the north side of 84 Avenue and the east side of 202 Street, including final acceptance of the greenway landscape design plans, sidewalk / trail alignment, fencing, signage, landscape details, and security;
5. Dedication and construction of a pocket park in accordance with the Carvolth Neighbourhood Plan;
6. Approval of necessary bylaws by the Ministry of Transportation and Infrastructure;
7. Provision of a final tree management plan incorporating tree retention (including exploration of relocation of up to three (3) ornamentally significant trees within the 202 Street road dedication to the new pocket park), replacement, protection details, and security in compliance with Subdivision and Development Servicing Bylaw (Schedule I - Tree Protection);
8. Compliance with Age Friendly Amenity Area requirements;
9. Completion of a subdivision application for 20264 – 86 Avenue;
10. Registration of a cross access easement in favour of the townhouse lot over the apartment lot for access purposes;
11. Registration of a statutory right of way over the apartment lot for pedestrian access to the townhouse lot and pocket park;
12. Registration of restrictive covenants acceptable to the Township:
 - a. Prohibiting parking on internal strata roadways (other than in clearly identified parking spaces);
 - b. Prohibiting townhouse garages from being developed for purposes other than the parking of vehicles, and prohibiting the development of secondary suites within individual units; and

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- c. Identifying the units (minimum 5% for townhouses, 10% for apartments) required in accordance with Schedule 2 Basic Adaptable Housing Requirements of the Township's Official Community Plan;
- d. Securing the 220 apartments as rental for a 20 year period;
- 13. Compliance with the requirements of the Carvolth Greenway Amenity Zoning Policy and the Township's 5% Neighbourhood Park Land Acquisition Policy;
- 14. Compliance with the Community Amenity Contributions Policy (with an additional contribution of \$326,808 for the additional units proposed through the plan amendment); and
- 15. Payment of applicable Neighbourhood Planning Administration fees, supplemental Rezoning fees, Site Servicing Review fee, ISDC review fee, Development Works Agreement (DWA) and Latecomer charges;

That Council consider that Langley Official Community Plan Bylaw 1979 No. 1842 Amendment (Willoughby Community Plan) Bylaw No. 1998 No. 3800 Amendment (Carvolth Neighbourhood Plan) Bylaw 2013 No. 4995 Amendment (1100027 BC Ltd. / 1103555 BC Ltd. / Krahn) Bylaw 2021 No. 5739 is consistent with the Township's Five Year Financial Plan as updated annually and with Metro Vancouver's Integrated Liquid Waste Resource Management Plan, Housing Needs Report, and Integrated Solid Waste Resource Management Plan, and with the consultation requirement of Official Community Plan Consultation Policy (07-160);

That Council grant first and second reading to Housing Agreement (1103555 BC Ltd.) Bylaw 2021 No. 5754 which authorizes a housing agreement to secure market rental housing units on the subject property;

That Council at time of final reading of Rezoning Bylaw No. 5740 authorize the issuance of Development Permit No. 100931 (220 apartment units in two (2) six (6) storey apartment buildings) subject to the following conditions to the acceptance of the Township of Langley General Manager of Engineering and Community Development, unless otherwise noted:

- a. Building plans being in substantial compliance with Schedule "A"; and
- b. On-site landscaping plans being in substantial compliance with Schedule "B", and in 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 Reduction Development Permit;
- b. Modification to building elevations and landscape drawings to screen and integrate parking and parkade access ramps;
- c. On-site landscaping to be secured by letter of credit at building permit stage;
- d. Written confirmation from the owner and landscape architect or arborist that tree protection fencing identified in the tree management plan is in place;
- e. 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
- f. Payment of supplemental development permit application fees, Development Cost Charges, and building permit administration fees;

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That Council at time of final reading of Rezoning Bylaw No. 5740 authorize the issuance of Development Permit No. 101017 (20 townhouse units) subject to the following conditions to the acceptance of the Township of Langley General Manager of Engineering and Community Development, unless otherwise noted:

- a. Building plans being in substantial compliance with Schedule “A”; and
- b. On-site landscaping plans being in substantial compliance with Schedule “B”, and in 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 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;
- d. 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
- e. Payment of supplemental development permit application fees, Development Cost Charges, and building permit administration fees; and further

That Council authorize staff to schedule the required Public Hearing for Bylaws No. 5739, 5740 and 5754 in conjunction with the hearing for proposed Development Permits No. 100931 and 101017.

EXECUTIVE SUMMARY:

Krahn Engineering has applied on behalf of the owners to amend the Carvolth Neighbourhood Plan (NP) and to rezone a 1.89 ha (4.68 ac) site located at 20239 – 84 Avenue and 20264 – 86 Avenue (south portion) to Comprehensive Development Zone CD-166 to facilitate development of two (2) six (6) storey apartment buildings comprising 220 rental units and 20 townhouse units. The applicant has requested an amendment to the Carvolth NP to realign land use designations in order to accommodate the proposed development configuration.

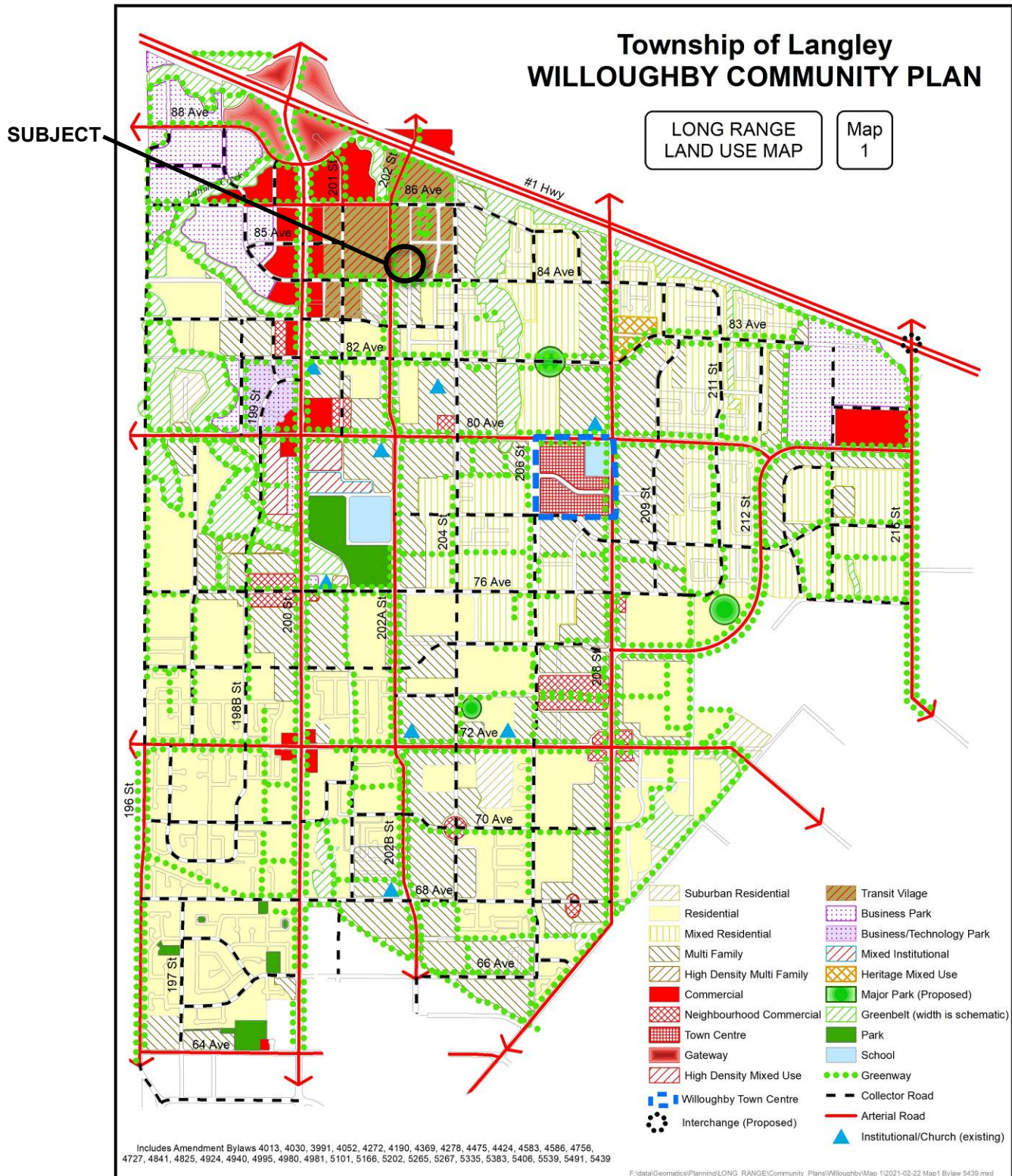
The proponent’s application package also includes two (2) development permits to provide Council the opportunity to review the form and character of the proposed development. Additional details are contained in the attached materials.

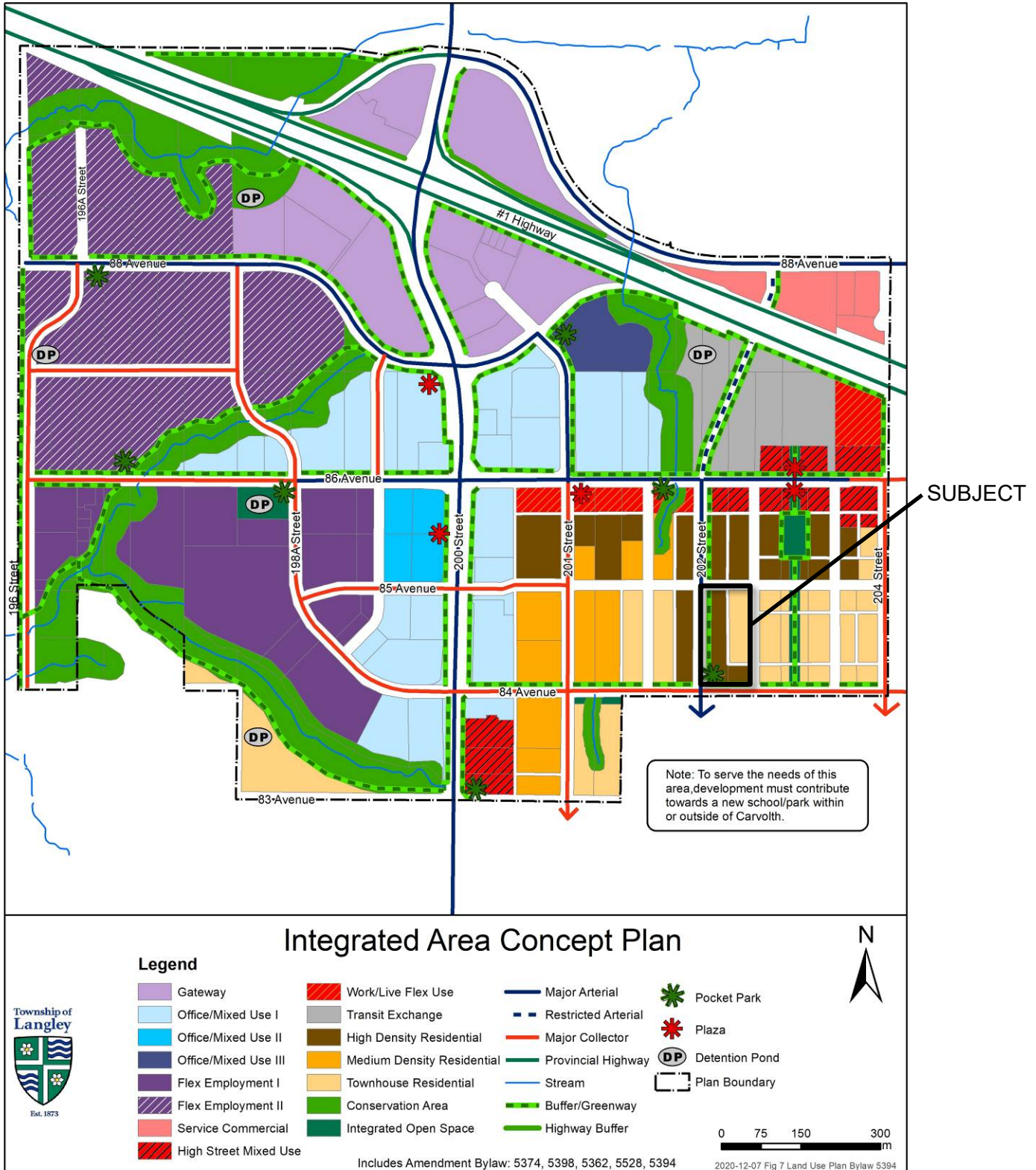
The proposal is consistent with the overall objectives of the Carvolth NP. Staff recommend Council consider the plan amendment and rezoning requests, subject to the completion of 15 development prerequisites, and issue Development Permits No. 100931 and 101017 at time of final reading of Bylaw No. 5740.

PURPOSE:

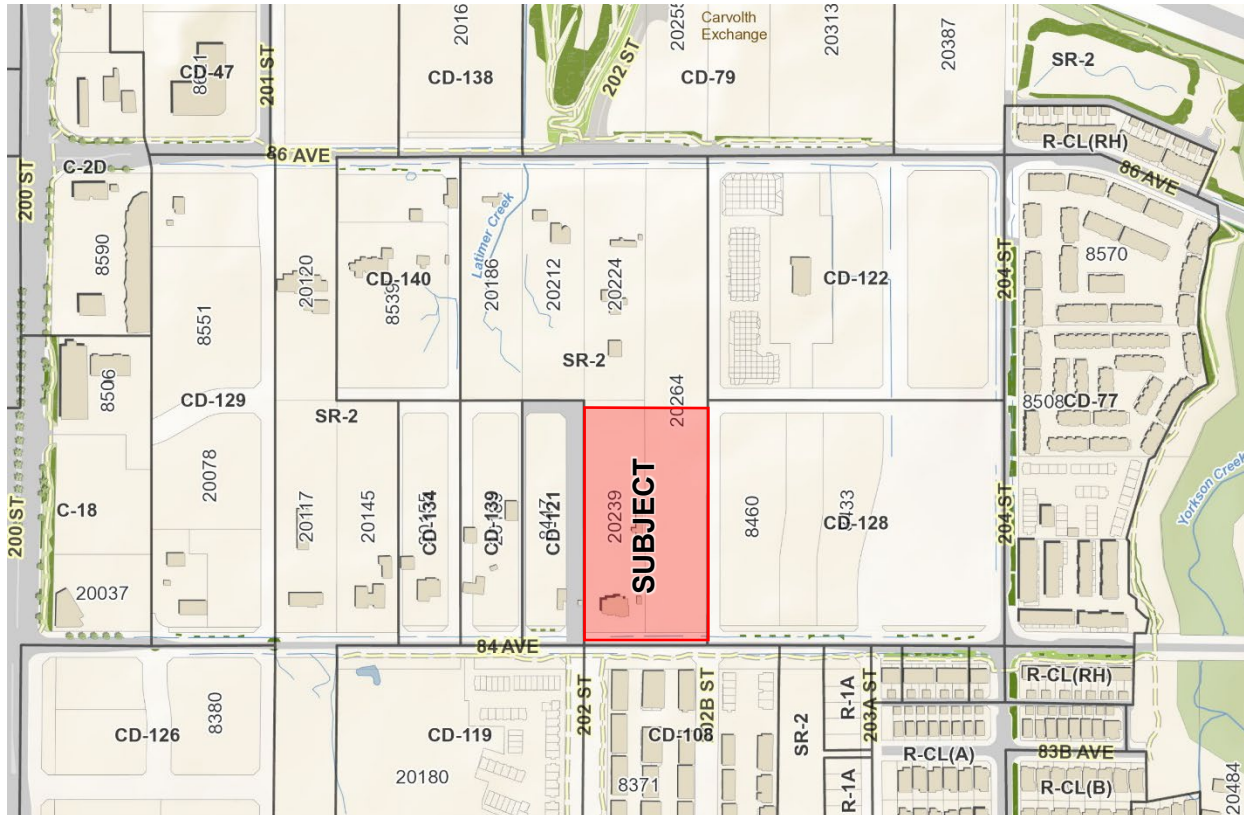
The purpose of this report is to advise and make recommendations to Council with respect to Carvolth Neighbourhood Plan Amendment Bylaw No. 5739, Rezoning Bylaw No. 5740, and Development Permits No. 100931 and 101017.

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ZONING BYLAW NO. 2500

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85 Ave Streetscape



202 St Streetscape

APARTMENT RENDERINGS – SUBMITTED BY APPLICANT

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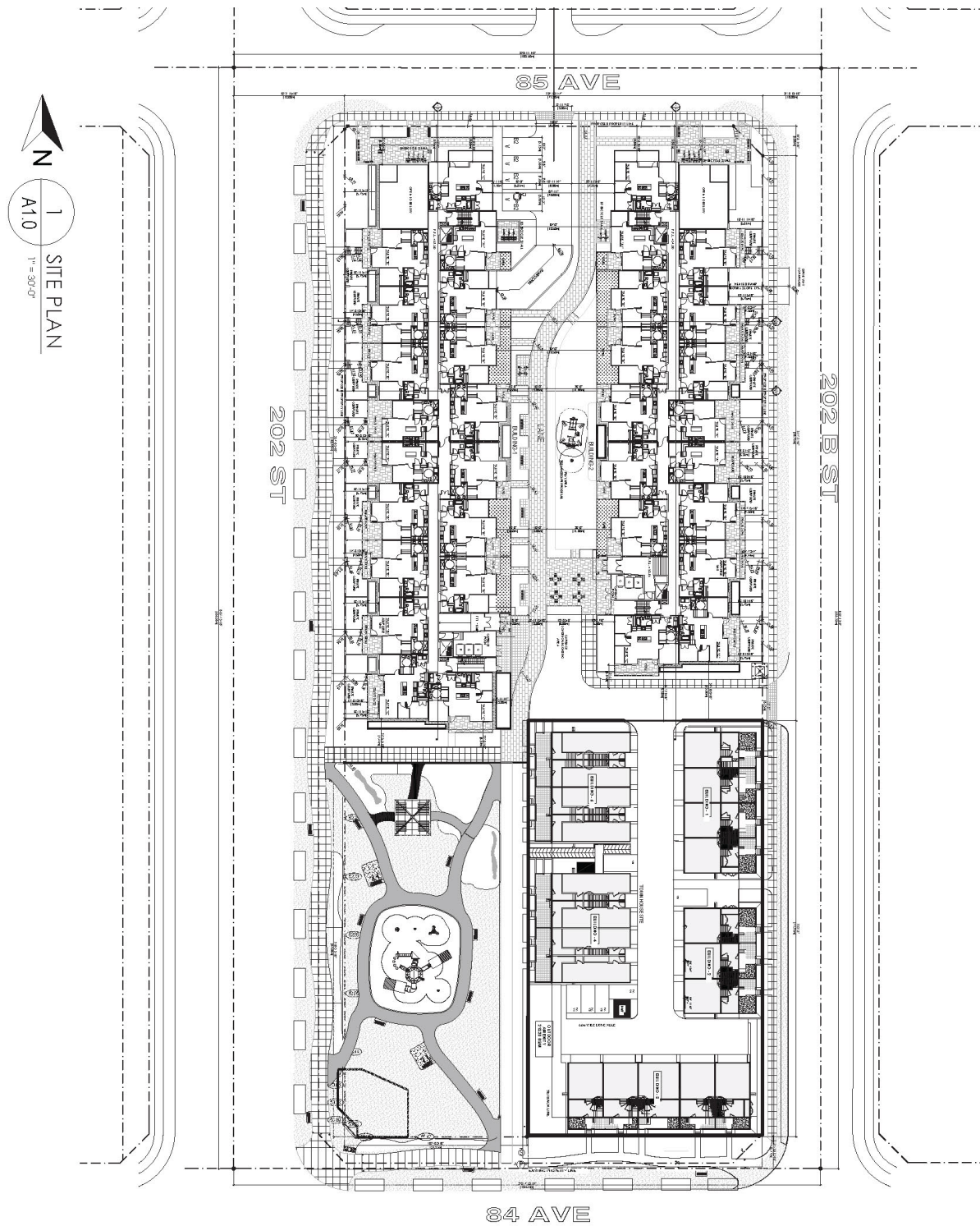
202B St Streetscape



84 Ave Streetscape

TOWNHOUSE RENDERINGS – SUBMITTED BY APPLICANT

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SITE PLAN – SUBMITTED BY APPLICANT

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REFERENCE:

Owner:	1103555 BC Ltd. 11773 – 156 Street NW Edmonton, AB, T5M 3N4 1100027 BC Ltd. 401, 15336 – 31 Avenue Surrey, BC, V3Z 0X2
Legal Description:	Lot A Section 26 Township 8 New Westminster District Plan 69020; and Portion of West Half Lot 3 Except: Parcel “B” (Bylaw Plan 42431), North West Quarter Section 26 Township 8 New Westminster District Plan 1093
Location:	20239 – 84 Avenue and the south half of 20264 – 86 Avenue
Area:	1.89 ha (4.68 ac)
Existing Zoning:	Suburban Residential Zone SR-2
Proposed Zoning:	Comprehensive Development Zone CD-166
Carvolth Neighbourhood Plan:	Townhouse Residential and High Density Residential

BACKGROUND/HISTORY:

The subject property is currently zoned Suburban Residential Zone SR-2 and is designated Townhouse Residential (0.9 – 1.2 Floor Space Ratio (FSR)) and High Density Residential (1.5 – 2.8 FSR) in the Carvolth NP. Consistent with the plan, a pocket park is required on the southwest portion of the site.

The subject application proposes the development of two (2) properties at 20239 – 84 Avenue and the southern portion of 20264 – 86 Avenue. The property at 20264 – 86 Avenue spans from 84 Avenue to 86 Avenue and is subject to an active subdivision application to split the property into two (2) lots, where the future 85 Avenue will be located. The northern portion of the property is proposed to be developed as part of a separate development application (ToL Project No. 08-26-0213). Completion of the subdivision application is listed as a development prerequisite of this report.

DISCUSSION/ANALYSIS:

Krahn Engineering has applied on behalf of the owners to amend the Carvolth NP and rezone 1.89 ha (4.68 ac) of land to Comprehensive Development Zone CD-166 to facilitate development of 220 rental apartment units in two (2) six (6) storey apartment buildings and 20 townhouse units.

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The proposed Carvolth NP amendment applies to the lands south of the future 85 Avenue and adjusts the land use designation boundaries of the site. Two (2) development permits for the site are being processed in conjunction with the rezoning application to provide Council the opportunity to review the form, character, and siting of the development.

Adjacent Uses:

North: 86 Avenue, beyond which is the Carvolth Transit Exchange;
 South: 84 Avenue, beyond which is a townhouse development;
 East: Future 202B Street, beyond which is a townhouse project currently under construction (ToL Project No. 08-26-0178) for 183 townhouse units;
 West: 202 Street, beyond which is an apartment project currently under construction (ToL Project No. 08-26-0188) for 173 units.

Carvolth Neighbourhood Plan Amendment (Bylaw 5739):

The Carvolth NP designates the site as Townhouse Residential (0.9 FSR – 1.2 FSR) and High Density Residential (1.5 FSR – 2.8 FSR). Currently the Carvolth NP designates the eastern portion of the site south of proposed 85 Avenue as Townhouse Residential, except for an area fronting 84 Avenue which is designated High Density Residential as well as the western portion of the site that is also designated High Density Residential. The Carvolth NP also includes the requirement for a pocket park on the southwest portion of the site near the intersection of 202 Street and 84 Avenue.



CURRENT CARVOLTH NP



PROPOSED CARVOLTH NP



Land Use Plan		
Gateway	Flex Employment II	High Density Residential
Office/Mixed Use I	Service Commercial	Medium Density Residential
Office/Mixed Use II	High Street Mixed Use	Townhouse Residential
Office/Mixed Use III	Work/Live Flex Use	Conservation Area
Flex Employment I	Transit Exchange	Integrated Open Space
Refer to Section 2.4.18		



As indicated above, the applicant proposes to relocate the townhouse portion to the southeast portion of the site and designate the remainder of the site for High Density Residential. This proposal will increase the extent of area designated High Density Residential and will allow for a

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more efficient layout with the two (2) apartment buildings located on the northern portion of the development and the townhouses on the southeast portion of the development.

The proposal provides a more consistent street pattern along 85 Avenue, delivers the pocket park, and provides a more gradual transition and better interface from the three (3) storey townhouses to the pocket park on the southern portion of the site as well as existing townhouses south of the subject site.

The proposal results in an overall increase in allowable density of approximately 2,322 m² (25,000 ft²) resulting in 24 additional units for the apartment portion of the site. To offset the impact of this additional density, the applicant has proposed that all the apartments be rental secured via a housing agreement for a period of 20 years. Additionally, in support of the amendment and consistent with the recently adopted CAC policy, the applicant has volunteered to contribute, in addition to the base per unit CAC amount, \$326,808 (\$4,539 x 3 x 24 units) toward amenities to offset the impacts of the added density, which has been included as a development prerequisite.

Staff do not object to the proposed additional density given the site's proximity to transit services and the project will create additional rental housing opportunities increasing the overall Township rental housing stock.

Zoning Amendment (Bylaw 5740):

The subject site is currently zoned Suburban Residential Zone SR-2. Bylaw No. 5740 proposes to rezone the site to Comprehensive Development CD-166 to accommodate the proposed development. The project complies with the provisions of the site's proposed CD-166 zoning in terms of siting, site coverage (55% for the apartment site and 37% for the townhouse site), parking, height, use, and density (2.8 FSR for the apartment buildings and 1.1 FSR for the townhouses).

Housing Agreement (Bylaw 5754):

Housing Agreement Bylaw No. 5754 secures all 220 proposed apartment units as rental for a period of 20 years.

Official Community Plan Consultation Policy:

In accordance with the Official Community Plan Consultation Policy (07-160), the Langley School District was consulted during the early stages and throughout the Official Community Plan (OCP) amendment application process. The School District did not express any concerns regarding the proposed amendments (Attachment D). Staff recommend that Council consider the consultation completed consistent with the requirements of the Official Community Plan Consultation Policy (07-160)

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

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Public Consultation:

The applicant hosted a Public Information Meeting (PIM) on August 10, 2021. Results of the Developer Held Public Information Meeting were compiled and are provided as Attachment E.

Development Permit Area:

The subject site is located in Development Permit Area M as designated under section 488 of the Local Government Act to establish objectives for:

- the form and character of development;
- to promote energy conservation;
- to promote water conservation; and
- to promote the reduction of greenhouse gas emissions.

The Carvolth NP specifies development permit area guidelines for the subject site (Attachment C). In accordance with Council policy, supporting materials have been submitted detailing the proposed development's form, character, and siting. The supporting materials also address the measures implemented to promote water conservation. Proposed Development Permits No. 100931 and 101017 are attached to this report (Attachments A and B).

Development Permit Area M guidelines establish objectives to promote energy conservation and reduction of greenhouse gas (GHG) emissions through the issuance of a development permit. Council, through Bylaw No. 5246 (Development Permit Delegation Bylaw), delegated issuance of Energy Conservation and GHG Emissions Development Permits to the delegated official (defined in the bylaw as the General Manager Engineering and Community Development or Approving Officer, or designates).

Staff note that the required Energy Conservation and GHG Emissions Development Permits are being processed concurrently with the overall application and that issuance of these Development Permits is required prior to issuance of a building permit as indicated in Development Permits No. 100931 and 101017.

The local road network identified in the Carvolth NP indicates the need for 85 Avenue along the northern edge of the site, 202 Street along the western edge, 202B Street along the eastern edge, and 84 Avenue along the southern edge of the site. Development Permit No. 100931 is proposed to address the form and character of the apartment portion of the site composed of 220 apartment units in two (2) six (6) storey apartment buildings. Development Permit No. 101017 is proposed to address the form and character of the townhouse portion of the site composed of 20 townhouse units.

Development Permit No. 100931 (Apartment Buildings)

Development Permit No. 100931 pertains to the two (2) proposed apartment buildings on the northern portion of the site. Both of the buildings are proposed at six (6) storeys in height with a total 220 rental apartment units comprised of the following unit mix and size range:

Type of Unit	Number of Units	Unit Size Range
One-Bedroom	48	63 m ² (680 ft ²) – 73 m ² (791 ft ²)
Two-Bedroom	172	86 m ² (928 ft ²) – 91 m ² (985 ft ²)

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The ground level units integrate elements of hardie-panel siding, brick and wood, and will have direct access to the fronting streets, interior lane, and age friendly amenity spaces. The upper floor of each building is setback at the northern end to minimize the overall massing of the buildings and provide an outdoor deck area. The variation in colours and materials proposed highlight the individual units as well as the architectural features of the buildings.

Vehicular access for the westerly building's underground parkade is proposed from 85 Avenue and from 202B Street for the easterly apartment building. Pedestrian access to the buildings will be available from 85 Avenue, 202, and 202B Street with lobby access from 85 Avenue. Individual pedestrian access to ground floor units will also be available connecting the units to the public sidewalks and interior pedestrian lane. Parking in compliance with Zoning Bylaw requirements are proposed as follows:

	Parking Spaces Required	Parking Spaces Provided
Apartment: 220 units @ 1.5 spaces / unit 10% of total = dedicated visitor	330 (of which 33 are dedicated visitor)	334 (of which 33 are dedicated visitor)

Development Permit No. 101017 (Townhouse Units)

The southern portion of the site is proposed for development of 20 townhouse units in five (5) buildings. Unit types proposed include 12 double wide garage units and eight (8) tandem units (40%). All units are proposed to be three (3) storeys tall with rooftop patios. The applicant is required to register a restrictive covenant prohibiting the development of secondary suites within individual townhouse units.

Street facing townhouse design elements feature covered entrances and strongly identifiable entrances. Cladding materials include hardie-panel, hardie-siding, and wood doors. Variations in colours and materials are proposed to highlight the individual units as well as the architectural features of the buildings. The proposed building heights (three (3) storeys), site coverage (37%), and siting comply with the requirements of the Comprehensive Development Zone CD-166.

Vehicular access to the townhouse site is proposed from 202B Street via a shared access driveway with the apartment portion of the development. Parking for the townhouse portion of the development is proposed in compliance with Zoning Bylaw requirements as follows:

	Parking Spaces Required	Parking Spaces Provided
Residential Spaces (12 double wide) (2 spaces required / unit)	24	24
Residential Spaces (8 tandem units) (2.3 spaces / unit)	18	18
Visitor Parking Spaces (0.2 spaces required / unit)	4	4
Total	46	46

Adaptable Housing:

In accordance with Section 3.1.9 of the Township's Official Community Plan, a minimum of 5% of townhouse units and 10% of apartment units shall be provided as adaptable housing.

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Council has chosen to implement this provision through the adoption and implementation of Schedule 2 - Adaptable Housing Requirements of the Official Community Plan. In total, 23 adaptable units are required (22 apartment units and one (1) townhouse unit) in the development and 23 units are proposed in compliance with the Carvolth NP.

Landscaping:

The landscape plan (Attachments A and B – Schedule “B”) proposes planting 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 gates and fencing to the individual street fronting units to define the private and public realm.

Age Friendly Amenity Area:

Section 111.5 of the Township’s Zoning Bylaw requires provision of 4 m² (43 ft²) for apartment units and 8 m² (86 ft²) of Age Friendly Amenity Area per townhouse unit resulting in an overall requirement of 1,040 m² (11,200 ft²). The applicant’s landscape architect has incorporated an amenity space between the two apartment buildings and a rooftop amenity space in the apartment portion of the development.

An additional amenity space is proposed on the townhouse portion of the site for an overall total of 1,132 m² (12,184 ft²). Final age friendly amenity area plans are subject to the final acceptance of the Township. This requirement has been included in the list of development prerequisites to be completed prior to final reading of the rezoning bylaw.

Tree Protection / Replacement:

The Integrated Site Design Concept (ISDC) submitted by the applicant indicates that 17 significant trees exist on the subject site with two (2) currently proposed for retention in the future pocket park. Additionally, the feasibility of relocating up to three (3) trees from within the 202 Street road dedication to the new pocket park, subject to off-site design, has been included as a development prerequisite. In accordance with the Township’s Subdivision and Development Servicing Bylaw (Schedule I – Tree Protection), a total of 117 replacement trees are required and 144 replacement trees are proposed.

In addition, approximately 34 street trees are required along the road frontages (in compliance with the Township’s Street Trees and Boulevard Plantings Policy). Post development, approximately 178 trees will be in place. Final tree retention, protection, and replacement plans are subject to the final acceptance of the Township. This requirement has been included in the list of development prerequisites to be completed prior to final reading of the rezoning bylaw.

Servicing:

Prior to final reading, the applicant is required to enter into a Servicing Agreement to secure works and services such as construction of road works, greenways, pocket park, tree replacement, stormwater management plan and utility upgrades and/or extensions to the acceptance of the Township. The community stormwater detention pond for this catchment area has been secured.

Road dedications, widening, and necessary traffic improvements (both on-site and off-site) for 84 and 85 Avenue, and 202 and 202B Street, will be required in accordance with the Subdivision and Development Servicing Bylaw and the Carvolth NP. The applicant will also be

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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 Official Community Plan (Streamside Protection and Enhancement), 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 watercourses on 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, November 18, 2019, and October 18, 2021) is applicable to the subject residential rezoning application. The policy specifies target contribution amounts based on unit types. The applicant has reviewed the policy and agreed to provide the current target contribution amounts specific to this development, which are \$4,539 per apartment and \$5,776 per townhouse unit for a total of \$1,114,100.

Further to the above noted amount and consistent with the recently adopted amendments to the Policy, the applicant has proposed to provide an additional payment of \$326,808 for the additional 24 units for a total contribution of \$1,440,908.

School Sites:

School District 35 has provided comments (Attachment C) and anticipates that the overall development will generate approximately 10 new students for Willoughby Elementary School (located approximately 1.3 km southeast of the site), five (5) new students for Yorkson Creek Middle School (located approximately 740 m east of the site) and nine (9) new students for R.E. Mountain Secondary School (located approximately 1.4 km south of the site).

Parks:

Consistent with the requirements of the Carvolth NP, the proponent has included the provision of a pocket park at the corner of 84 Avenue and 202 Street. The pocket park is proposed to be approximately 0.35 ha (0.9 ac) in size and be located on the site at the corner of 202 Street and 84 Avenue consistent with the Carvolth NP. The pocket park will be accessed from the adjacent greenways on 84 Avenue and 202 Street as well as from the pedestrian access route from the apartment site. Prior to final reading, the pocket park must be secured to the acceptance of the Township.

In addition to the pocket park, the Carvolth Integrated Open Space Park is located approximately 60 m (200 ft) to the northeast of the site. Prior to final reading the proponent is required to comply with the Township's 5% Neighbourhood Parkland Acquisition Policy.

OFFICIAL COMMUNITY PLAN AMENDMENT AND
REZONING APPLICATION NO. 100152 AND
DEVELOPMENT PERMIT APPLICATIONS NO. 100931
AND 101017 (1100027 BC LTD. / 1103555 BC LTD. / KRAHN /
20239 - 84 AVENUE AND 20264 - 86 AVENUE (SOUTH PORTION))
Page 18 . . .

Ministry of Transportation and Infrastructure:

As the site is located within 800 m of Highway 1 (a controlled access highway), the Ministry of Transportation and Infrastructure (MOTI) is required to approve the proposed rezoning bylaw prior to final reading. MOTI has reviewed the proposal and provided conditional approval subject to completion of a Traffic Impact Study to their acceptance. Security of MOTI approval and completion of the Traffic Impact Study are included as a rezoning prerequisite.

Transit:

Currently, transit service is provided from the Carvolth Transit Exchange located approximately 200 m (600 ft) north of the site.

Policy Considerations:

The proposed development is located in an area designated as Townhouse Residential and High Density Residential in the Carvolth NP. The applicants have requested a neighbourhood plan amendment to realign the land use designations of the sites to allow for the proposed development. As noted above, the reconfiguration of the designations results in an efficient layout, compatible interfaces to adjacent developments, and the provision of a pocket park. Moreover, all the apartment units are proposed to be secured as rental via a housing agreement for 20 years and the project overall complies with the CAC Policy.

The proposal is consistent with the overall objectives of the Township of Langley Sustainability Charter, Willoughby Community Plan, and Carvolth NP. In staff's opinion, accompanying Development Permits No. 100931 and 101017 comply with the Development Permit Guidelines of the Carvolth NP.

Staff recommend Council give first and second reading to Bylaws No. 5739, 5740 and 5754 (subject to 15 development prerequisites) and authorize issuance of the accompanying Development Permits No. 100931 and 101017 (to be issued at time of final reading of Rezoning Bylaw No. 5740) and authorize staff to schedule the required Public Hearing.

Respectfully submitted,

Chris Jarvie
MANAGER, DEVELOPMENT PLANNING
for
COMMUNITY DEVELOPMENT DIVISION

ATTACHMENT A	Development Permit No. 100931
ATTACHMENT B	Development Permit No. 101017
ATTACHMENT C	Carvolth Neighbourhood Plan Development Permit Guidelines
ATTACHMENT D	School District Comments
ATTACHMENT E	Public Information Meeting Summary

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

Development Permit No. 100931

This Permit is issued this _____ day of _____, 2022 to:

1. NAME: 1103555 BC Ltd.

ADDRESS: 11773 – 156 Street NW
Edmonton, BC T5M 3N4

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 A Section 26 Township 8 New Westminster District
Plan 69020

CIVIC ADDRESS: 20239 – 84 Avenue and 20264 – 86 Avenue

3. This permit is issued subject to compliance with all of the bylaws of the Municipality of Langley applicable thereto, except as specifically varied or supplemented by this permit as follows to the acceptance of the General Manager of Engineering and Community Development, unless otherwise noted:

- a. Building plans being in substantial compliance with Schedule “A”; and
- b. On-site landscaping plans being in substantial compliance with Schedule “B”, and in 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 Reduction Development Permit;
 - b. Modification to building elevations and landscape drawings to screen and integrate parking and parkade access ramps;
 - c. On-site landscaping to be secured by letter of credit at building permit stage;
 - d. Written confirmation from the owner and landscape architect or arborist that tree protection fencing identified in the tree management plan is in place;
 - e. 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
 - f. 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.

DEVELOPMENT PERMIT NO. 100931
(1103555 BC LTD. / KRAHN / 20239 - 84 AVENUE AND 20264 - 86 AVENUE)
PAGE 2...

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

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

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

AUTHORIZING RESOLUTION PASSED BY COUNCIL THIS ____ DAY OF _____, 2022.

Attachments:

SCHEDULE A	Architectural Drawings
SCHEDULE B	Landscape Drawings

ADDRESS	LEGAL DESCRIPTION
20239 84 AVE, LANGLEY BC.	LOT -A, SEC 26, TWP 8, N4D, PL MWP69020
20264 86 AVE, LANGLEY BC.	LOT -A, SEC 26, TWP 8, N4D, PL MWP1098

SITE AREA

TOTAL AREA: 18,949.2m² = 4.682 ACRES = 1.88 ACRES
ROAD/GREENWAY DEDICATION = 5,586m²
= 2,000m²
= 7,496.2m²
= 2,897.0m²

CORNER PARK
APARTMENTS AREA
TOWNHOUSE AREA

PROPOSED DENSITY APARTMENTS: 75X200
PROJECT 08-26-017

UNITS	UNIT AREA
BUILDING-1	
1 BED+BN - A = 12' (680 S.F.)	

1 BED+DEN - A1 = 06 (743 S.F.)	ADAPTAB1
2 BED+DEN - A2 = 05 (743 S.F.)	ADAPTAB1
2 BED+DEN - B = 66 (928 S.F.)	
2 BEDROOM - B1 = 06 (928 S.F.)	ADAPTAB1
2 BED+DEN - C = 20 (985 S.F.)	
1 BED+DEN - E = 01 (791 S.F.)	
TOTAL	= 116

BUILDING-2	UNIT AREA
1 BED+DEN - A = 12 (680 S.F.)	
1 BED+DEN - A1= 06 (743 S.F.)	
1 BED+DEN - A2= 05 (743 S.F.)	
2 BEDROOM - B = 54 (928 S.F.)	
2 BEDROOM - B3= 06 (928 S.F.)	
2 BED+DEN - C = 20 (965 S.F.)	

1 BED+BN - E = 01 (791 S.F.)	
TOTAL	= 104
TOTAL BUILDING 1+2 = 220	
BUILDING AREA	
BUILDING-1	
MAIN FLOOR	= 20,379 SF.

SECOND FLOOR	= 20,265 SF.
THIRD FLOOR	= 20,265 SF.
FOURTH FLOOR	= 20,265 SF.
FIFTH FLOOR	= 20,265 SF.
SIXTH FLOOR	= 18,104 SF.
TOTAL	= 119,543 SF.

PARKADE LEVEL-1	= 24,820 SF.
PARKADE LEVEL-2	= 25,272 SF.
PARKADE LEVEL-3	= 25,272 SF.
TOTAL	= 75,364 SF.
BUILDING-2	
MAIN FLOOR	= 18,304 SF.
SECOND FLOOR	= 18,206 SF.

THIRD FLOOR	= 18,206 SF.
FOURTH FLOOR	= 18,206 SF.
FIFTH FLOOR	= 18,206 SF.
SIXTH FLOOR	= 16,045 SF.
TOTAL	= 67,173 SF.
PARKADE LEVEL 1	= 22,000 SF.
PARKADE LEVEL 2	= 22,601 SF.

PARKADE LEVEL-3	= 22,691 S.F.
TOTAL	= 67,402 S.F.
F.S.R.	
APT BUILDING AREA	= 226,716 S.F.
APARTMENT AREA	= 80,688 S.F.
T-HOUSE	= 109

SITE COVERAGE
APT BUILDING AREA = 42,703 S.F. = 52.92%
APT SITE AREA = 80,688 S.F.
SITE COVERAGE = 52.92%
T-HOUSE SITE = 37.3%

PARKING

APT PARKING REQUIRED BUILDING-1

1 BEDROOM	23 x 1.5	=	34.50
2 BEDROOM	93 x 1.5	=	139.50
TOTAL REQUIRED			= 174.00

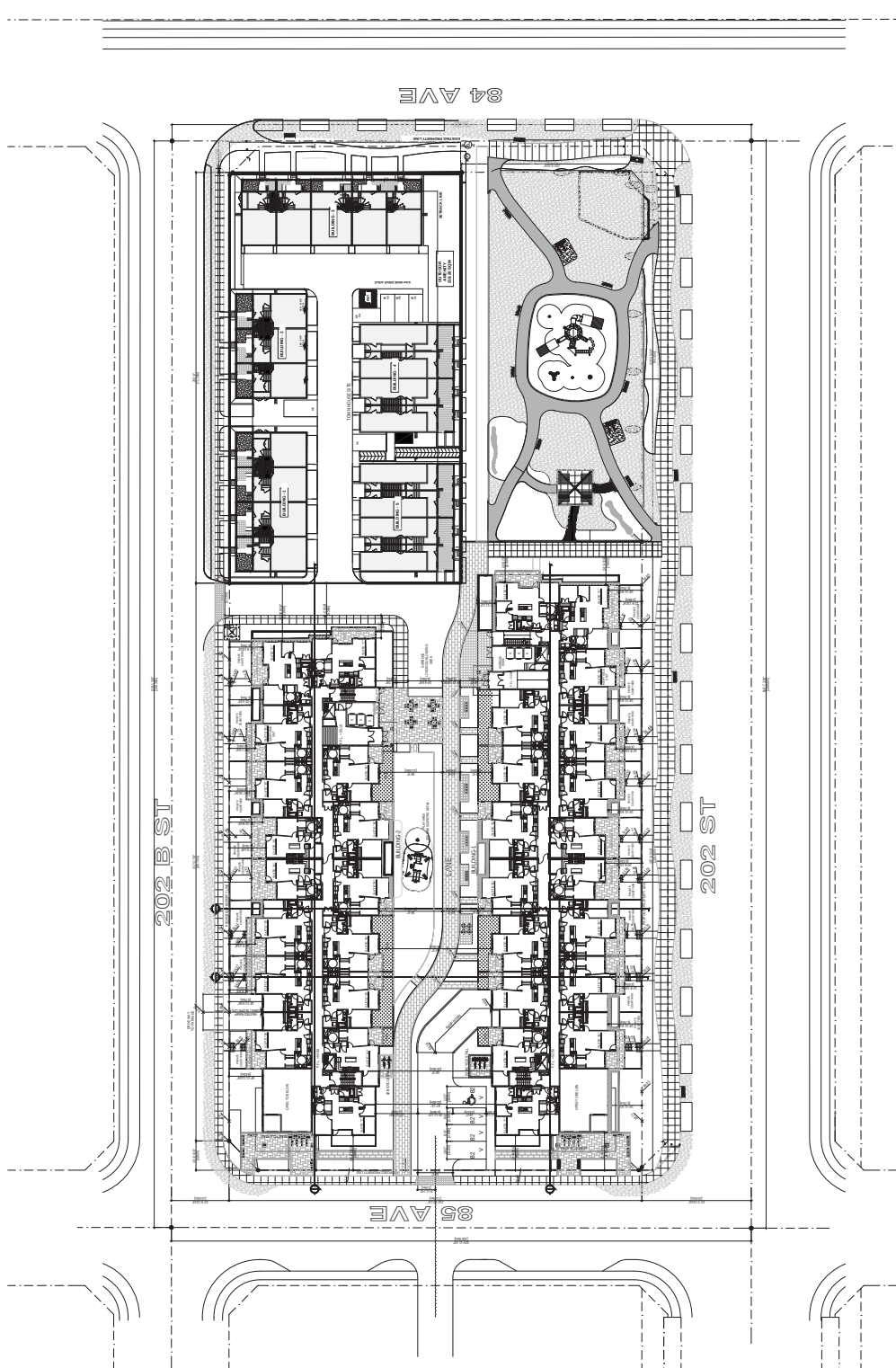
10% OF PROVIDED PARKING STALLS
ARE DESIGNATED VISITOR PARKING

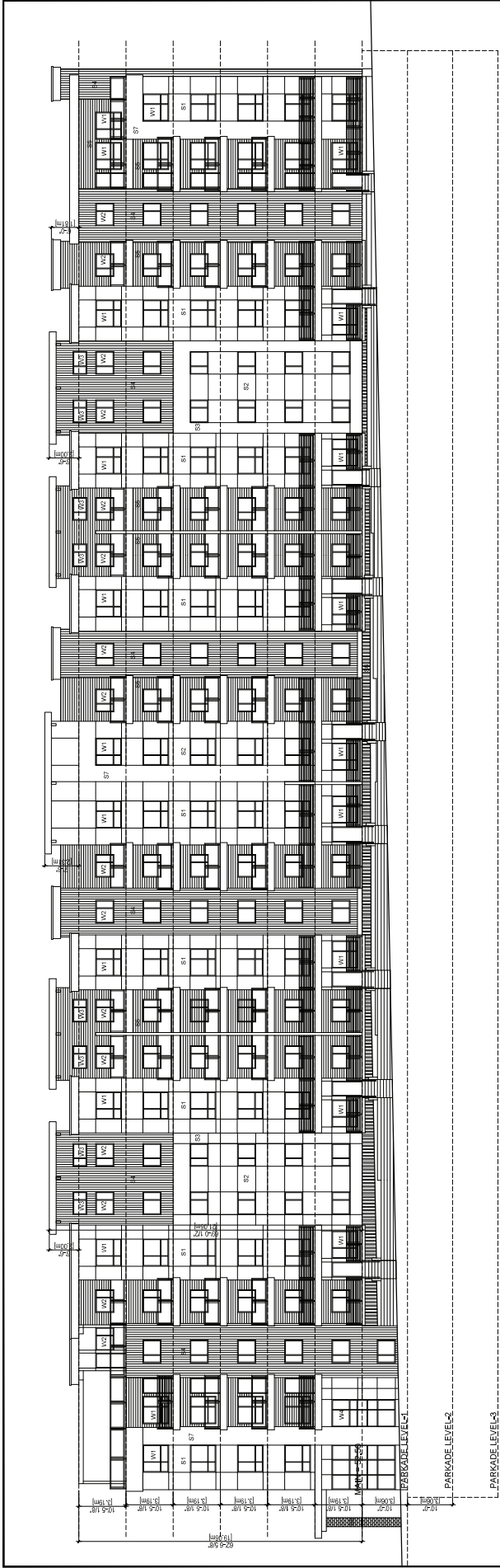
APT PARKING PROVIDED BUILDING-1
USROUND PARKING = 178.00
TOTAL PROVIDED = 178.00
(VISITORS 17+1HC =18 PARKING INCLUDED)
(ADAPTABLE PARKING 11 INCLUDED)
BICYCLE PARKING PROVIDED = 19

APT PARKING REQUIRED BUILDING-2	
1 BEDROOM	23 x 1.5 = 34.50
2 BEDROOM	81 x 1.5 = 121.50
TOTAL REQUIRED	= 156.00
10% OF PROVIDED PARKING STALLS ARE DESIGNATED VISITOR PARKING	
APT PARKING PROVIDED BUILDING-2	

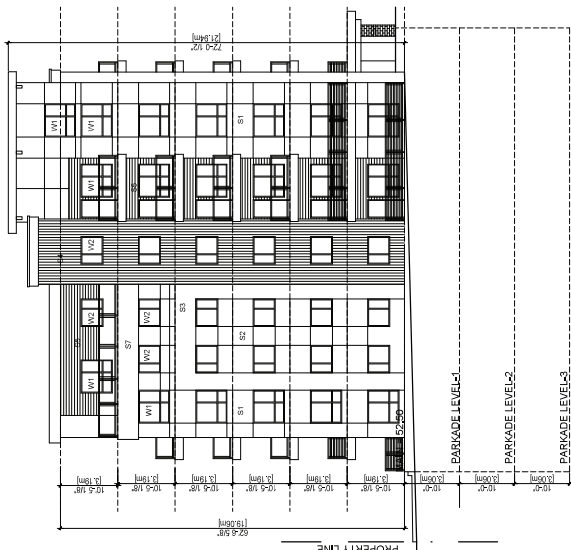
SURFACE PARKING = 04.00
 UNDERGROUND PARKING = 152.00
 TOTAL PROVIDED = 156.00
 (VISITORS 14+2 HC = 16 PARKING INCLUDED)
 (ADAPT ABLE PARKING 11 INCLUDED)
 BICYCLE PARKING PROVIDED = 18

1001

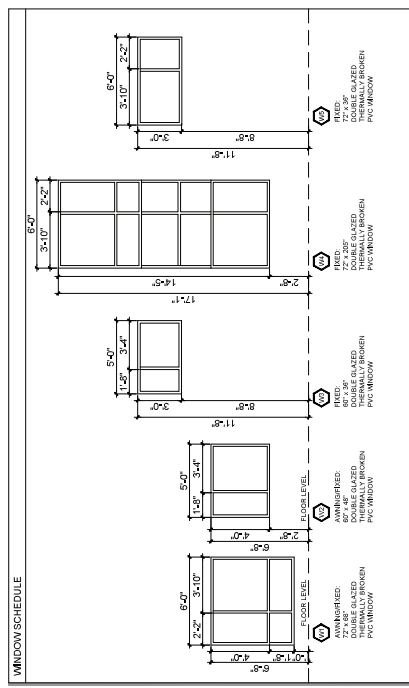




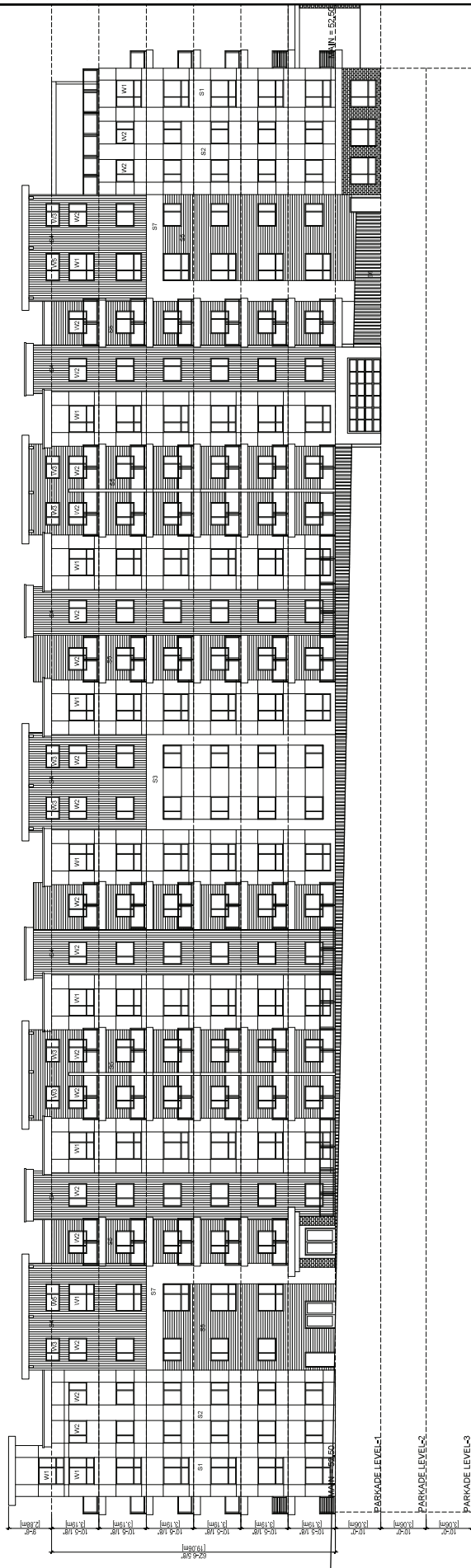
1 WEST ELEVATION
A4.0
3/32" = 1/2"



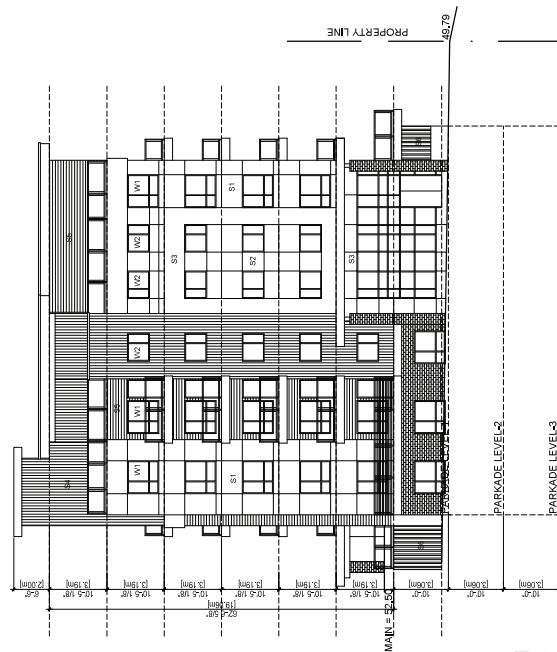
2 SOUTH ELEVATION
A4.0
3/32" = 1/2"



WINDOW SCHEDULE	
S1	JAMES HARDIE PANEL-IRON GREY
S2	JAMES HARDIE ARCTIC WHITE
S3	JAMES HARDIE BLACK
S4	VINYL SIDING VERTICAL - SAND
S5	VINYL SIDING HORIZONTAL - HEATHER
S6	VINYL SIDING VERTICAL - HARVARD SLATE
S7	LUX PANEL - CEDAR
S8	BRICK - 1X1 - VINTAGE GRAY GLAZE
METAL TRIM, SOFFIT & RAINGUTS - BLACK PREFINISHED 24ga. ALUMINUM	
RAILINGS - BLACK ALUMINUM RAILING WITH GLASS INSERTS	
WINDOWS - WHITE VINYL, DOUBLE INSULATED GLAZING	
METAL EXIT DOORS - PAINT MATCH WALL COLOR	
SEE A18 FOR FULL DOOR SCHEDULE AND DETAILS	



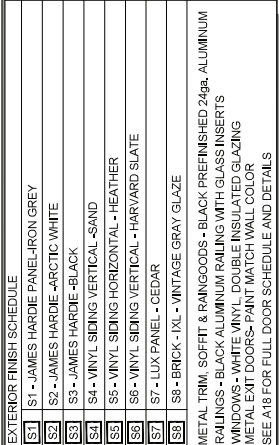
1 EAST ELEVATION
A4.1 3/32" = 1'-0"

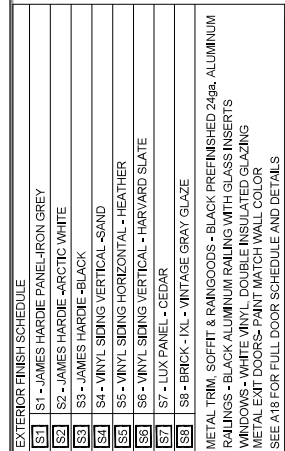


2 NORTH ELEVATION
A4.1 $3/32" = 1'-0"$

[illegible]

EXTERIOR FINISH SCHEDULE	
S1	S1 - JAMES HARDIE PANEL-IRON GREY
S2	S2 - JAMES HARDIE-ARCTIC WHITE
S3	S3 - JAMES HARDIE-BLACK
S4	S4 - VINYL SIDING VERTICAL -SAND
S5	S5 - VINYL SIDING HORIZONTAL - HEATHER
S6	S6 - VINYL SIDING VERTICAL - HARVARD SLATE
S7	S7 - LUX PANEL - CEDAR
S8	S8 - BRICK - XL - VINTAGE GRAY GLAZE
METAL TRIM, SOFFIT & RAINGOONS - BLACK PREFINISHED 24ga. ALUMINUM	
RAILINGS - BLACK ALUMINUM RAILING WITH GLASS INSERTS	
WINDOWS - WHITE VINYL, DOUBLE INSULATED GLAZING	
METAL EXIT DOORS- PAINT WALL COLOR	
SEE A18 FOR FULL DOOR SCHEDULE AND DETAILS	



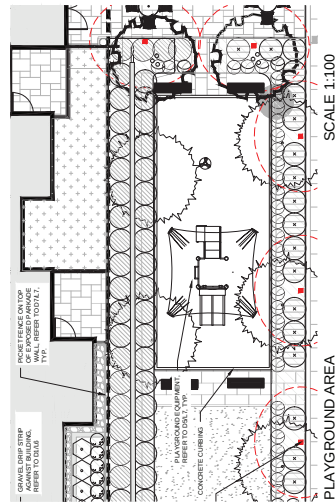
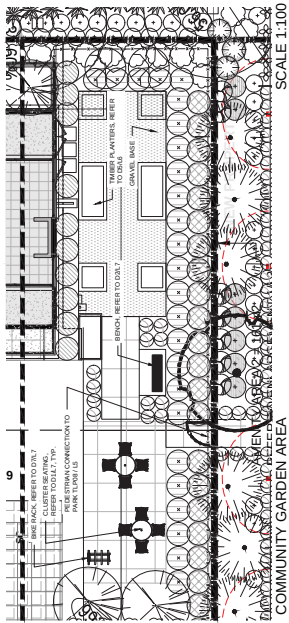




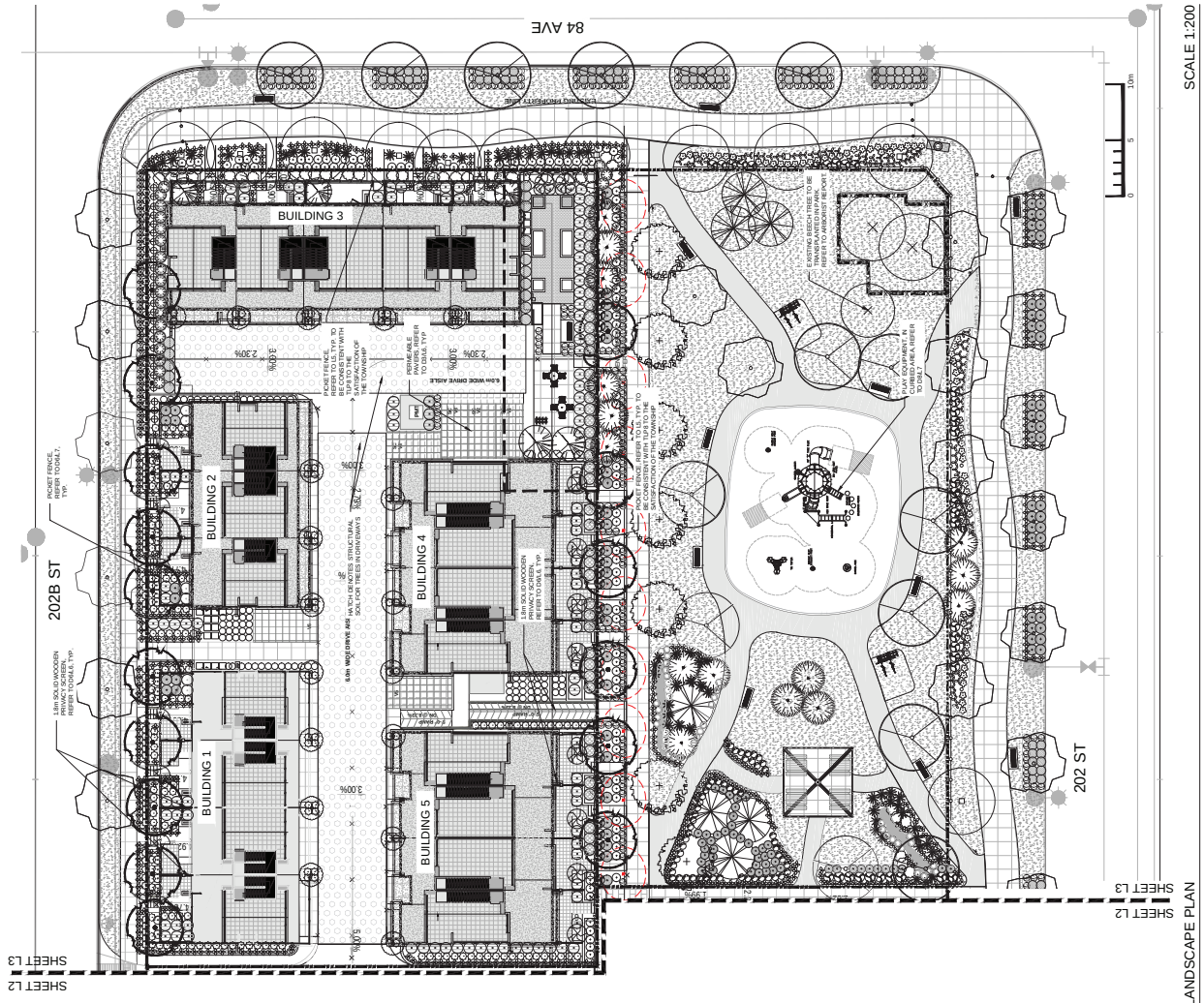








PLANT LIST - ON SITE				ECOLOGICAL VALUE	COMMON NAME	WILDLIFE	SIZE	CONDITION
NEW	QTY	REPLACEMENT	QTY					
	10	Quercus dumalis	X	Shrubland Oak	X	6m Cal.	W.B.	
	12	Red Cedar "Native Tree"	X	Asarum Virginicum	X	6m Cal.	W.B.	
	22	Cephaelis thalictroides	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	4	Magnolia x glauca	X	Artemisia Virginica	X	6m Cal.	W.B.	
	14	Prinos Perfoliatus	X	Artemisia Virginica	X	6m Cal.	W.B.	
	4	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	32	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	25	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	12	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	6	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	108	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	108	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	108	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	108	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	108	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	108	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	108	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	108	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	108	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	108	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	108	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	108	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	10	Quercus dumalis	X	Shrubland Oak	X	6m Cal.	W.B.	
	12	Red Cedar "Native Tree"	X	Asarum Virginicum	X	6m Cal.	W.B.	
	22	Cephaelis thalictroides	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	4	Magnolia x glauca	X	Artemisia Virginica	X	6m Cal.	W.B.	
	14	Prinos Perfoliatus	X	Artemisia Virginica	X	6m Cal.	W.B.	
	4	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	32	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	25	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	12	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	6	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	108	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
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	25	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	12	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	6	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	108	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
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	25	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	12	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	6	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	108	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	108	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	108	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
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	108	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	108	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	108	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	108	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	10	Quercus dumalis	X	Shrubland Oak	X	6m Cal.	W.B.	
	12	Red Cedar "Native Tree"	X	Asarum Virginicum	X	6m Cal.	W.B.	
	22	Cephaelis thalictroides	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	4	Magnolia x glauca	X	Artemisia Virginica	X	6m Cal.	W.B.	
	14	Prinos Perfoliatus	X	Artemisia Virginica	X	6m Cal.	W.B.	
	4	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	32	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	25	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	12	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	6	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	108	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	108	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	108	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
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	108	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	108	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	108	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	108	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
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	108	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	108	Prinos Perfoliatus	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	10	Quercus dumalis	X	Shrubland Oak	X	6m Cal.	W.B.	
	12	Red Cedar "Native Tree"	X	Asarum Virginicum	X	6m Cal.	W.B.	
	22	Cephaelis thalictroides	X	Prinos Perfoliatus	X	6m Cal.	W.B.	
	4	Magnolia x glauca	X	Artemisia Virginica	X	6m Cal.	W.B.	
	14	Prinos Perfoliatus	X	Artemisia Virginica	X	6m Cal.	W.B.	
	4	Prinos Perfoliatus	X	Prinos Perfoliatus</				



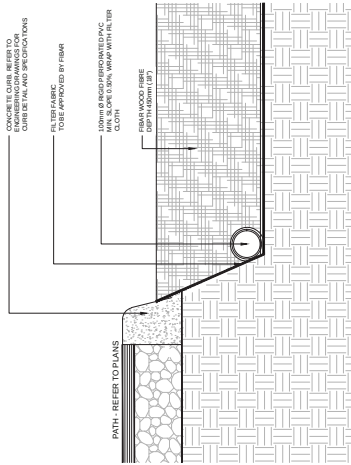
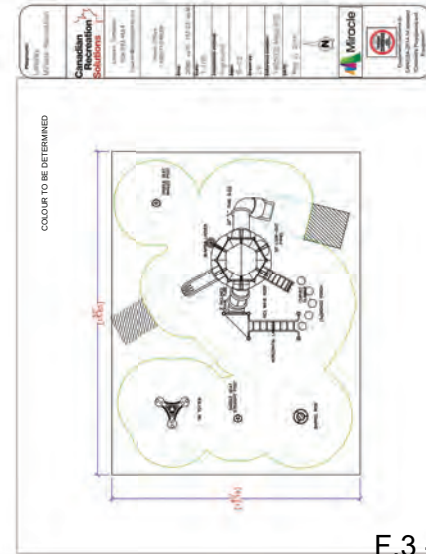
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MBE-2300-00017
MANUFACTURER: MAGLIN
SLATS: IPE
COLOUR: TBO
OR APPROVED EQUAL



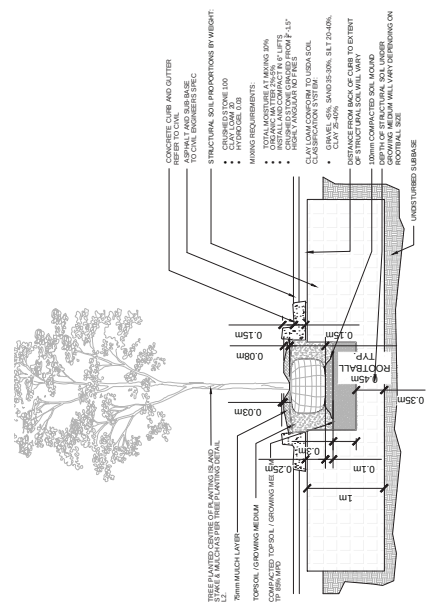
N.T.S.



PICNIC TABLE TO BE:
PC012C
MANUFACTURER: VISTA SITE
FURNISHINGS
WOOD: YELLOW PINE
COLOUR: TBD

T.S.TS

T.S.



rs

F.3

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

Development Permit No. 101017

This Permit is issued this _____ day of _____, 2022 to:

1. NAME: 1100027 BC Ltd.

ADDRESS: 401, 15336 – 31 Avenue
Surrey, BC V3Z 0X2

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: West Half Lot 3 Except: Parcel "B" (Bylaw Plan 42431)
North West Quarter Section 26 Township 8
New Westminster District Plan 1093.

CIVIC ADDRESS: 20264 – 86 Avenue

3. This permit is issued subject to compliance with all of the bylaws of the Municipality of Langley applicable thereto, except as specifically varied or supplemented by this permit as follows to the acceptance of the Township of Langley General Manager of Engineering and Community Development, unless otherwise noted:
- a. Building plans being in substantial compliance with Schedule "A"; and
 - b. On-site landscaping plans being in substantial compliance with Schedule "B", and in 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 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;
 - d. 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
 - e. 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.

DEVELOPMENT PERMIT NO. 101017
(1100027 BC LTD. / KRAHN / 20264 - 86 AVENUE)
PAGE 2...

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

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

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

AUTHORIZING RESOLUTION PASSED BY COUNCIL THIS ____ DAY OF _____, 2022.

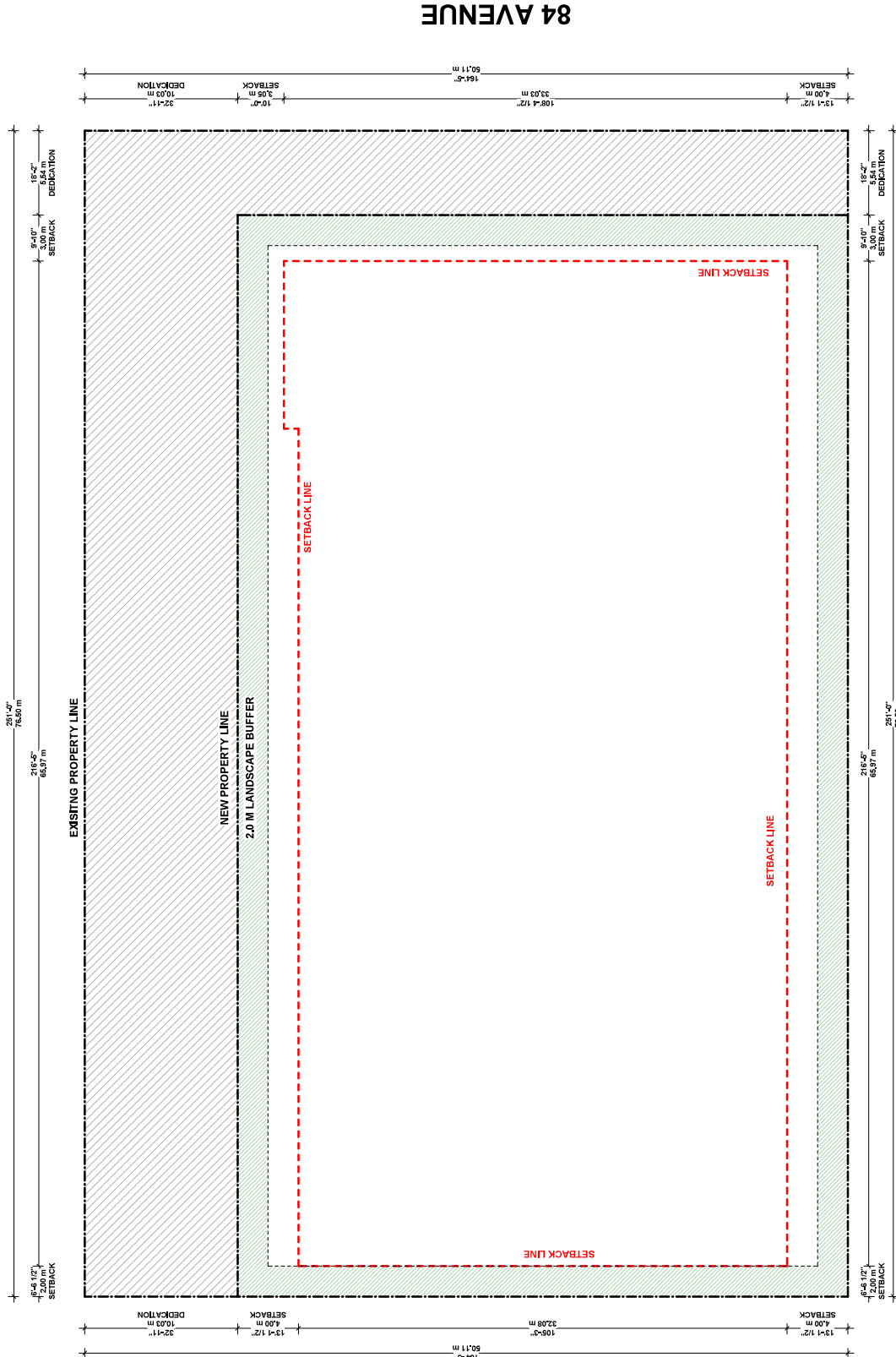
Attachments:

SCHEDULE A	Architectural Drawings
SCHEDULE B	Landscape Drawings

ALL RIGHTS RESERVED. THIS PLAN AND DESIGN ARE THE EXCLUSIVE PROPERTY OF ARCHITECTURE INC. AND CANNOT BE USED OR REPRODUCED WITHOUT THE ARCHITECT'S WRITTEN CONSENT.

DEVELOPMENT

350-10875 SHELLBRIDGE WAY
RICHMOND, BRITISH COLUMBIA
CANADA V6X 2W9
T (604)264-5194 F (604)264-5131
info@edtechnet.ca

[illegible]

NOTES:



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300-0000 BULLY BLVD, SUITE 100
DARTMOUTH, NS B2Y 1A6
1-800-368-8888
www.dfarchitecture.com

PROPOSED TOWNHOUSE
DEVELOPMENT

20264 - 86 AVENUE,
LANGLEY, B.C.

ISLE OF MANN PROPERTY
GROUP

OWNER: ISLE OF MANN PROPERTY GROUP
DESIGNER: DF
CONTRACT: 2022-04-01
SCALE: 3/32" = 1'-0"
DATE: NOV 2022
SHEET TITLE:

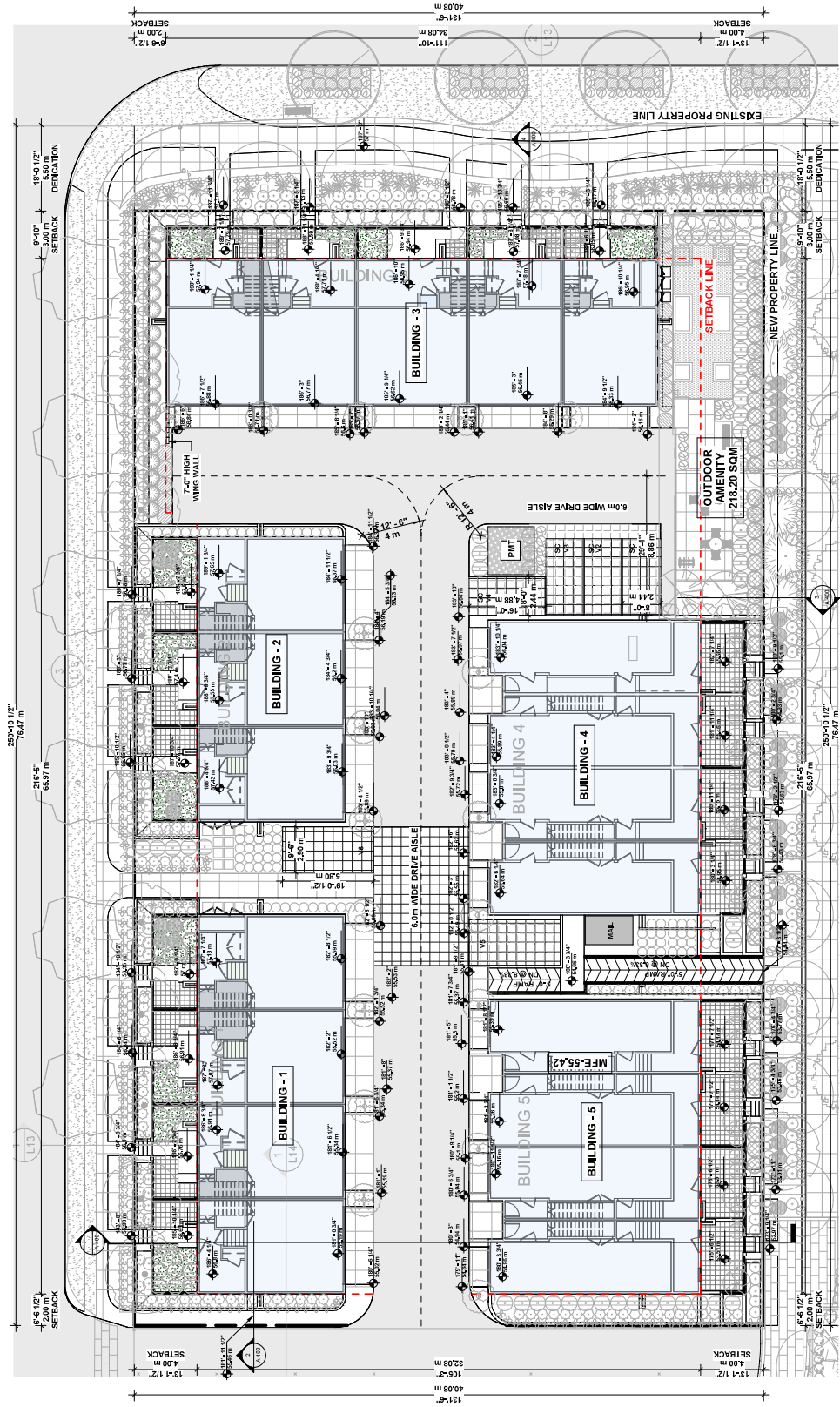
CONTRACT: 2022-04-01
SCALE: 3/32" = 1'-0"
DATE: NOV 2022
SHEET TITLE:

SITE LAYOUT

F.3
A 004

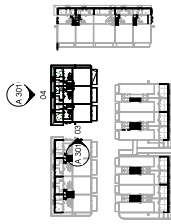
202B STREET

84 AVENUE



1 SITE PLAN
A 004 3/32" = 1'-0"

NOTES:



1 KEY PLAN ELEVATION 2
A 30' 1/4" = 1'-0"

[illegible]

350-10875 SHELLBRIDGE WAY
RICHMOND, BRITISH COLUMBIA
CANADA V6X 2V9
T (604) 264-6194 F (604) 264-6131
info@offarchitecture.ca

PROJECT:
**PROPOSED TOWNHOUSE
DEVELOPMENT**

20264 - 86 AVENUE,
LANGLEY, B.C.

CLIENT:
**ISLE OF MANN PROPERTY
GROUP**

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DRAWN: DS	
CHECKED: NN	
SCALE: As indicated	
JOB NO.: LAN-031	
DATE: NOV 2020	

BUILDING 2 - ELEVATIONS

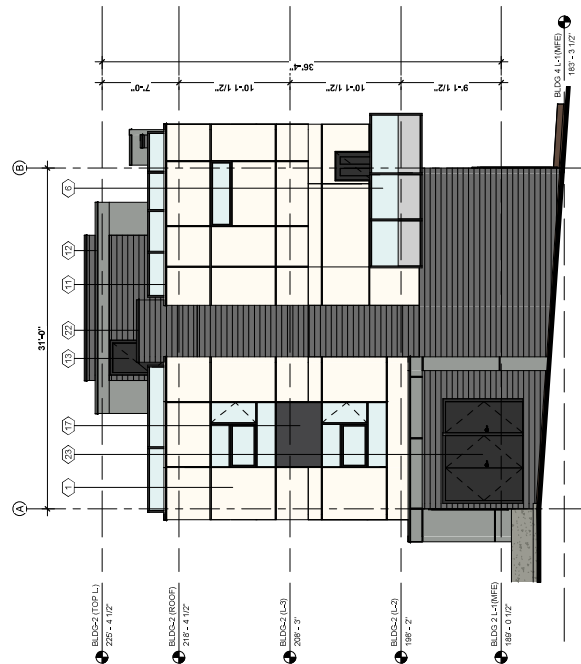
F.3°

DRAWING
No. **A 301**

SCHEDULE OF FINISHES	
1.	SMOOTH FINISH-HARDIE PANEL - PRV. RELET. SYSTEM-HARDIE & 7757 HIGH REFLECTIVE WHITE COUNT TO MATCH SW 7757
2.	SMOOTH FINISH-HARDIE SHIP AP SINKING COUNT TO MATCH SW 7757 HIGH REFLECTIVE WHITE
3.	SMOOTH FINISH-HARDIE SHIP AP PRV. RELET. SYSTEM-HARDIE & 7758 CRABBY APPLE
4.	BULKING DOOR SYSTEM-HARDIE COLOR: STANDARD BLACK (TRANSPARENT) COLOR
5.	PAINTED 1/8"X1 WINDOWS COLOR: STANDARD BLACK
6.	POWDER COATED ALUMINUM PAINTING COLOR: STANDARD BLACK COUNT TO MATCH SW 7757 COUNT TO MATCH SW 7757
7.	METAL RIBBINGS-HARDIE DOOR COLOR TO MATCH SW 7757 PERFECTOR
8.	CONCRETE FINISH
9.	HARDIE PANEL SHIP AP COUNT TO MATCH SW 7757 EARL GREY
10.	POWDER COATED CAST-IRON COLOR: STANDARD BLACK GLASS (TRANSPARENT) COLOR
11.	FLASHING COUNT TO MATCH SW 7757 HIGH REFLECTIVE WHITE
12.	FLASHING COUNT TO MATCH SW 7757 EARL GREY
13.	SHIP AP DOOR WOOD DOORS PAINTED TO MATCH COLOR: STANDARD BLACK
14.	SOLID DOOR WOOD DOORS COUNT TO MATCH SW 7757 SW 7758 CRABBY APPLE
15.	SHIP AP DOOR WOOD DOORS PAINTED TO MATCH COLOR: SW 6959 DOWN POOR AVERSE
16.	SMOOTH FINISH-HARDIE PANEL - PRV. RELET. SYSTEM-HARDIE & 7758 CRABBY APPLE 7759 EARL GREY
17.	SMOOTH FINISH-HARDIE PANEL - PRV. RELET. SYSTEM-HARDIE & 7758 CRABBY APPLE 7759 EARL GREY
18.	SMOOTH FINISH-HARDIE PANEL - PRV. RELET. SYSTEM-HARDIE & 7758 CRABBY APPLE 7759 EARL GREY
19.	SMOOTH FINISH-HARDIE PANEL - PRV. RELET. SYSTEM-HARDIE & 7758 CRABBY APPLE
20.	ALUMINUM PANEL COUNT TO MATCH SW 7757 EARL GREY
21.	FLASHING COUNT TO MATCH SW 7757
22.	ELECTRICAL CLOSET DOOR COLOR TO MATCH SW 7757 PERFECTOR



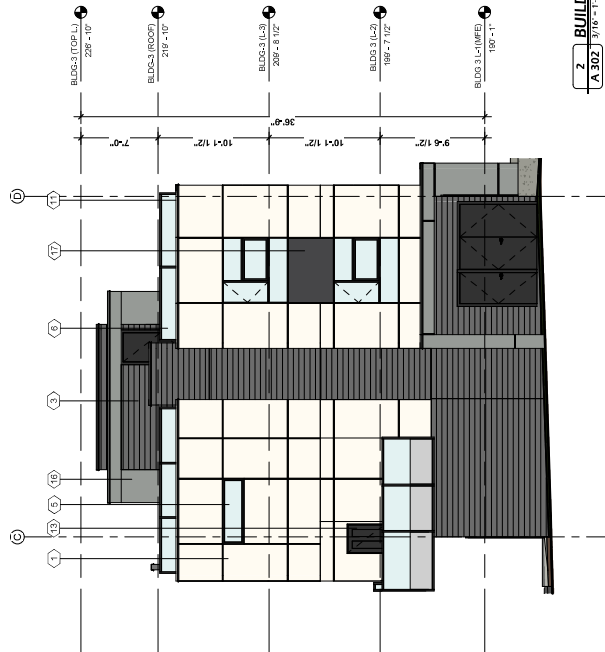
04 BUILDING-2 EAST ELEVATION



03 BUILDING-2 NORTH ELEVATION
A 301 3/16" - 1'-0"

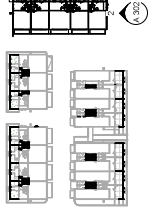


3 BUILDING-3 SOUTH ELEVATION
A 302 3/16" = 1'-0"



2 BUILDING-3 WEST ELEVATION
A 302 3/16" = 1'-0"

NOTES:



1 KEY PLAN ELEVATION 4
A 302 1/4" = 1'-0"

SCHEDULE OF FINISHES	
1. SMOOTH FINISH HARDE PANEL - FRY REGLET SYSTEM HARDE & REVEAL COLOR TO MATCH SW 7572 HIGH REFLECTIVE WHITE	
2. SMOOTH FINISH HARDE SHIP LAP SING COLOR TO MATCH SW 7572 HIGH REFLECTIVE WHITE	
3. SMOOTH FINISH HARDE SHIP LAP PEPPER CORN TO MATCH SW 7574	
4. SLING DOOR SYSTEM COLOR COLOR STANDARD BLACK	
5. PAINTED WPA VISIONS COLOR STANDARD BLACK	
6. POWDER COATED ALUMINUM RAILING COLOR STANDARD BLACK GLASS (TRANSPARENT) COLOR	
7. METAL OVERHEAD GARAGE DOOR PEPPER CORN TO MATCH SW 7574	
8. CONCRETE FINISH	
9. HARDE PANEL SOFFIT COLOR TO MATCH SW 7560 EARL GREY	
10. POWDER COATED CASION GLASS (TRANSPARENT) COLOR	
11. FLASHING MITCH SW 7577 HIGH REFLECTIVE WHITE	
12. FLASHING COLOR TO MATCH SW 7560 EARL GREY	
13. SOLID CORE WOOD DOORS PAINTED TO MATCH COLOR	
14. SOLID CORE WOOD DOORS PAINTED TO MATCH COLOR SW 7552 CRABBY APPLE	
15. SOLID CORE WOOD DOORS PAINTED TO MATCH COLOR SW 65 DOWNTOWN AVERSE	
16. SMOOTH FINISH HARDE PANEL - FRY REGLET SYSTEM HARDE & REVEAL COLOR TO MATCH SW 7560 EARL GREY	
17. SMOOTH FINISH HARDE PANEL - FRY REGLET SYSTEM HARDE & REVEAL COLOR TO MATCH SW 7574 PEPPER CORN	
18. SMOOTH FINISH HARDE PANEL - FRY REGLET SYSTEM HARDE & REVEAL COLOR TO MATCH SW 7552 CRABBY APPLE	
19. SMOOTH FINISH HARDE PANEL - FRY REGLET SYSTEM HARDE & REVEAL COLOR TO MATCH SW 7560 EARL GREY	
20. ALUCORING PANEL COLOR TO MATCH SW 7560 EARL GREY	
21. FLASHING COLOR TO MATCH SW 7574 PEPPER CORN	
22. ELECTRICAL GROUT DOOR COLOR TO MATCH SW 7574 PEPPER CORN	

df
ARCHITECTURE
P.C.

PROPOSED TOWNHOUSE DEVELOPMENT
20264 - 86 AVENUE, LANGLEY, B.C.
©BPH
ISLE OF MANN PROPERTY GROUP

DESIGNED BY: DS
CHECKED BY: NN
SCALE: As indicated
DATE: NOV 2020
SHEET TITLE:

BUILDING 3 - ELEVATIONS

F.30
A 302



SCHEDULE OF FINISHES

- | | |
|-----|---|
| 1. | SMOOTH FINISH-HARDEE PANEL -
RY RESLET SYSTEM HARDEE &
7575 HIGH REFLECTIVE WHITE |
| 2. | SMOOTH FINISH-HARDEE PANEL -
RY RESLET SYSTEM HARDEE &
7575 HIGH REFLECTIVE WHITE |
| 3. | SMOOTH FINISH-HARDEE SHIP-
UP MATCH TO MATCH SW 7674
PERCEPTION |
| 4. | SLING DOOR SYSTEM COLOR
COLOR STANDARD BLACK |
| 5. | PAINTED VINYL WINDOWS
COLOR STANDARD BLACK |
| 6. | POWDER COATED ALUMINUM
RAILING COLOR STANDARD BLACK
GLASS TRANSPARENT COLOR |
| 7. | METAL OVERHEAD GARAGE DOOR
MATCH TO MATCH SW 7674 |
| 8. | CONCRETE FINISH |
| 9. | HARDEE PANEL, SOFT
COLOR TO MATCH SW 7660 EARL
GREY |
| 10. | POWDER COATED SECTION
(TRANSPARENT COLOR)
(TRANSPARENT) COLOR |
| 11. | FLAMINGO MATCH SW 7757 HIGH
REFLECTIVE WHITE |
| 12. | FLASHING
COLOR TO MATCH SW 7660 EARL
GREY |
| 13. | SOLID CORE WOOD DOORS
FINISH COLOR
STANDARD BLACK |
| 14. | SOLID CORE WOOD DOORS
MATCH TO MATCH COLOR
SW 562 CHERRY APPLE |
| 15. | SOLID CORE WOOD DOORS
PAINTED TO MATCH COLOR
SW 562 CHERRY APPLE |
| 16. | SMOOTH FINISH-HARDEE PANEL -
RY RESLET SYSTEM HARDEE &
7575 HIGH REFLECTIVE WHITE |
| 17. | SMOOTH FINISH-HARDEE PANEL -
RY RESLET SYSTEM HARDEE &
7575 HIGH REFLECTIVE WHITE |
| 18. | SMOOTH FINISH-HARDEE PANEL -
RY RESLET SYSTEM HARDEE &
7575 HIGH REFLECTIVE WHITE |
| 19. | SMOOTH FINISH-HARDEE PANEL -
RY RESLET SYSTEM HARDEE &
7575 HIGH REFLECTIVE WHITE |
| 20. | ALUMINUM PANEL
COLOR TO MATCH SW 7660 EARL
GREY |
| 21. | ALUMINUM PANEL
COLOR TO MATCH SW 7674
PERCEPTION |
| 22. | ELECTRICAL CABINET DOOR COLOR
TO MATCH 7674 PERCEPTION |

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2015-04-01-01	DP: SUBMISSION, REE+V1
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2015-04-01-03	DP: SUBMISSION, REE+V2
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2015-04-01-94	DP: SUBMISSION, REE+V93
2015-04-01-95	DP: SUBMISSION, REE



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PROJECT:
**PROPOSED TOWNHOUSE
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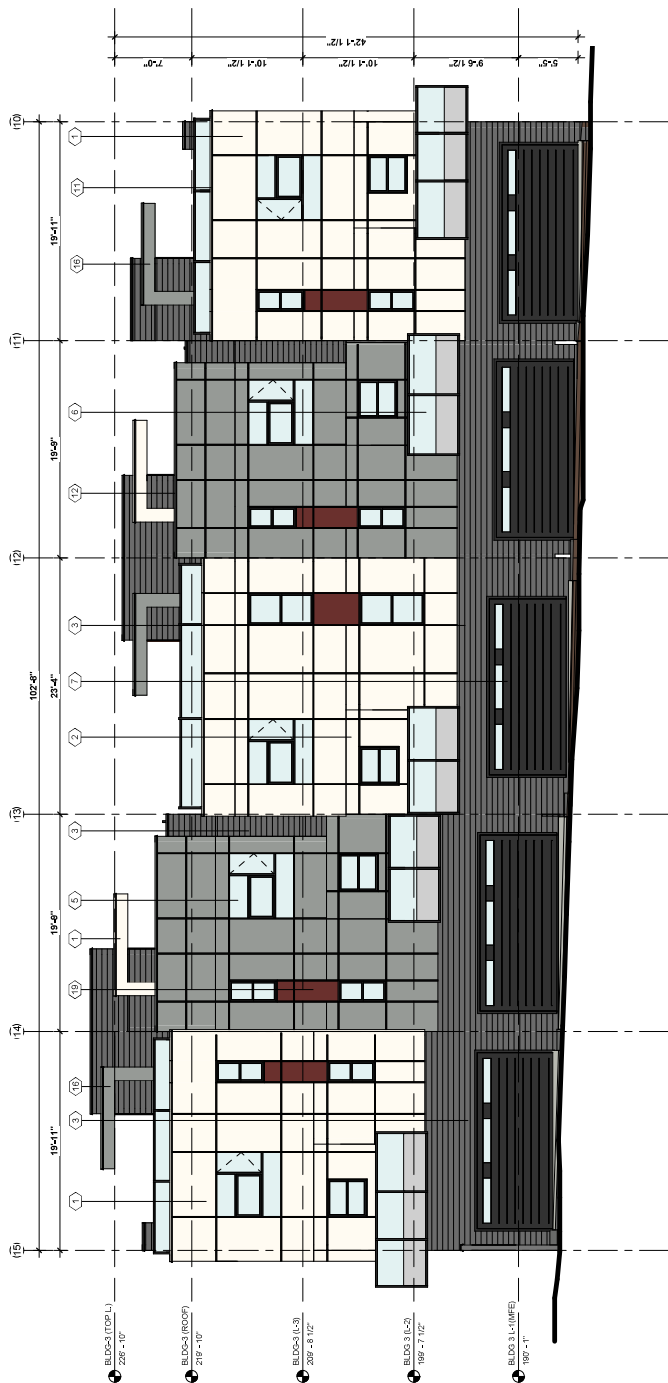
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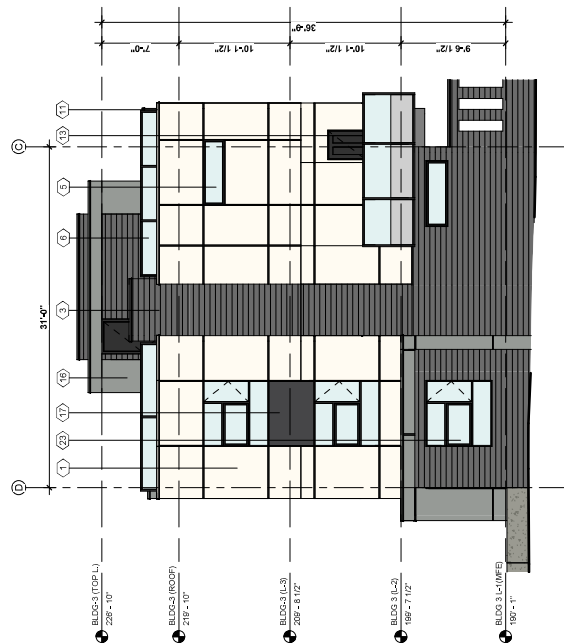
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DATE: NOV 2020	
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BUILDING 3 - ELEVATIONS

F.30	DRAWING No.
	A 302 A



1 BUILDING-3 NORTH ELEVATION
A 302 A 3/16" = 1'-0"



2 BUILDING-3 EAST ELEVATION
A 302 A $\frac{3}{16}'' = 1'-0''$



3 KEY PLAN ELEVATION 7
A 303 A $1/64" = 1'-0"$

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PROJECT: **PROPOSED TOWNHOUSE DEVELOPMENT**

20264 - 86 AVENUE,
LANGLEY, B.C.

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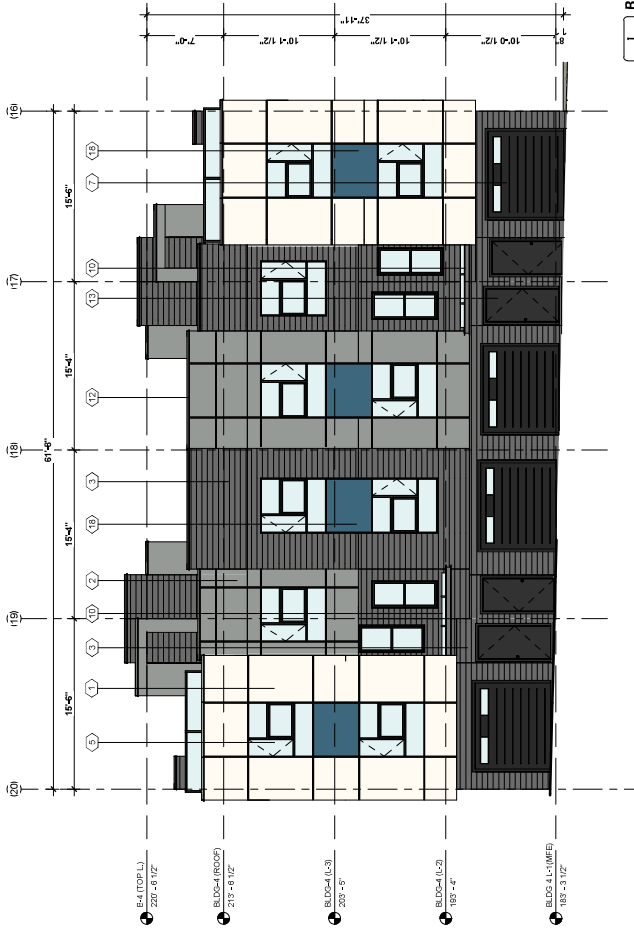
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JOB NO.: LAN-031	
DATE: NOV 2020	
SHEET NO. 1	

BUILDING 4 -
ELEVATIONS

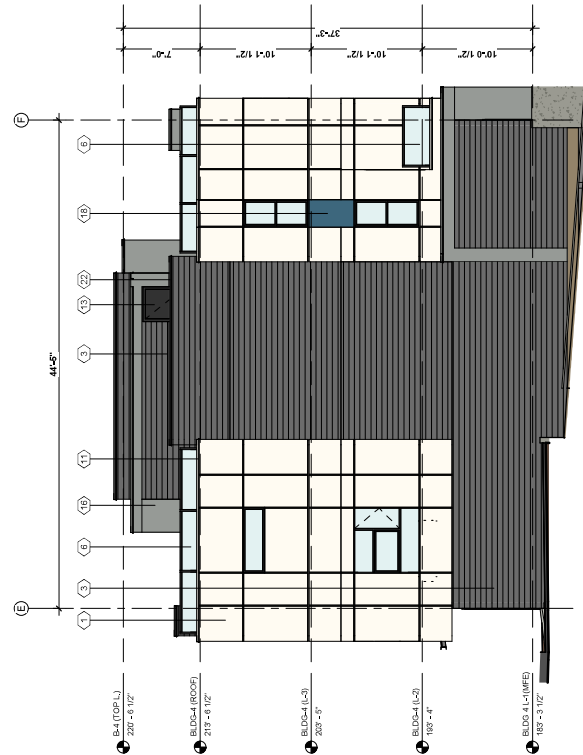
F.30

DRAWING
No. **A 303 A**

SCHEDULE OF FINISHES	
1.	SMOOTH FINISH HARBIE PANEL - REVEAL COLOR TO MATCH SW 7757 HIGH REFLECTIVE WHITE
2.	SMOOTH FINISH HARBIE SHIP- BENDING COLOR TO MATCH SW 7757 HIGH REFLECTIVE WHITE
3.	SMOOTH FINISH HARBIE SHIP- BENDING COLOR TO MATCH SW 7674 PEPPERCON
4.	SLIDING DOOR SYSTEM COLOR (TRANSPARENT) COLOR: STANDARD BLACK
5.	PAINTED VINYL WINDOW COLOR: STANDARD BLACK
6.	POWDER COATED ALUMINUM GLASS (TRANSPARENT) COLOR
7.	METAL OVERHEAD RAMPAGE DOOR COLOR TO MATCH SW 7674 PEPPERCON
8.	CONCRETE FINISH
9.	HARBIE PANEL SPLIT COLOR TO MATCH SW 7669 EARL GREY
10.	POWDER COATED C-SECTION COLOR: STANDARD BLACK GLASS (TRANSPARENT) COLOR
11.	FLASING FINISH MATCH SW 7757 HIGH REFLECTIVE WHITE
12.	FLASING COLOR TO MATCH SW 7669 EARL GREY
13.	SOLID CORE WOOD DOORS PAINTED TO MATCH COLOR
14.	SOLID CORE WOOD DOORS PAINTED TO MATCH COLOR SW 7592 CHERRY APPLE
15.	SOLID CORE WOOD DOORS PAINTED TO MATCH COLOR SW 678 DOWN POUR VERSE
16.	SMOOTH FINISH HARBIE PANEL - REVEAL COLOR TO MATCH SW 7669 EARL GREY
17.	SMOOTH FINISH HARBIE PANEL - REVEAL COLOR TO MATCH SW 7592 CHERRY APPLE
18.	SMOOTH FINISH HARBIE PANEL - REVEAL COLOR TO MATCH SW 678 DOWN POUR VERSE
19.	SMOOTH FINISH HARBIE PANEL - REVEAL COLOR TO MATCH SW 7592 CHERRY APPLE
20.	ALCOHOLING PANEL COLOR TO MATCH SW 7669 EARL GREY
22.	FLASING FINISH MATCH SW 7674 PEPPERCON
23.	ELECTRICAL CLOSET DOOR COLOR TO MATCH SW 7674 PEPPERCON



1 BUILDING-4 EAST ELEVATION
A 303 A $\frac{3}{16}'' = 1'-0''$



2 BUILDING-4 NORTH ELEVATION
A 303 A $\frac{3}{16}'' = 1'-0''$



3 KEY PLANE ELEVATION 9

2020-04-09	UP DRAINAGE PREP #1
2020-04-09	UP SUBSURFACE
2020-04-11	UP DRAINAGE - RE#6
2020-04-11	UP DRAINAGE - RE#5
2020-04-11	UP DRAINAGE - RE#4
2020-04-11	UP DRAINAGE - RE#3
2020-04-11	UP DRAINAGE - RE#2
2020-04-11	UP DRAINAGE - RE#1
2020-04-12	UPDATED OF DRAWINGS
2020-04-13	UP DRAINAGE
2020-04-13	PREFINALS C/OFF
2020-04-13	PREFINALS C/OFF
2020-04-13	PREFINALS C/OFF
2020-04-13	PREFINALS SITE LAYOUT
2020-04-13	PREFINALS SITE LAYOUT
2020-04-13	NOREAS#2



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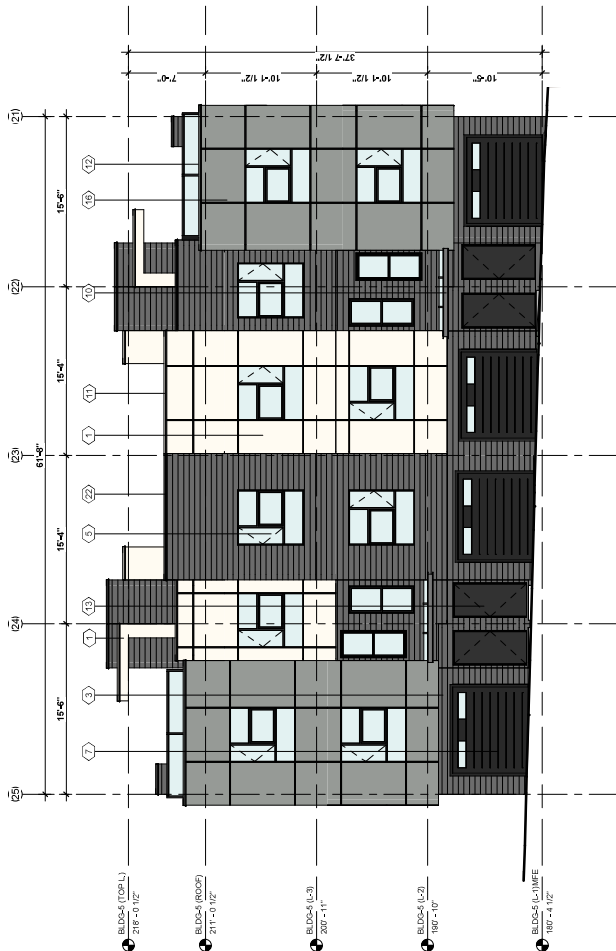
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DATE: NOV 2020	

**BUILDING 5 -
ELEVATIONS**

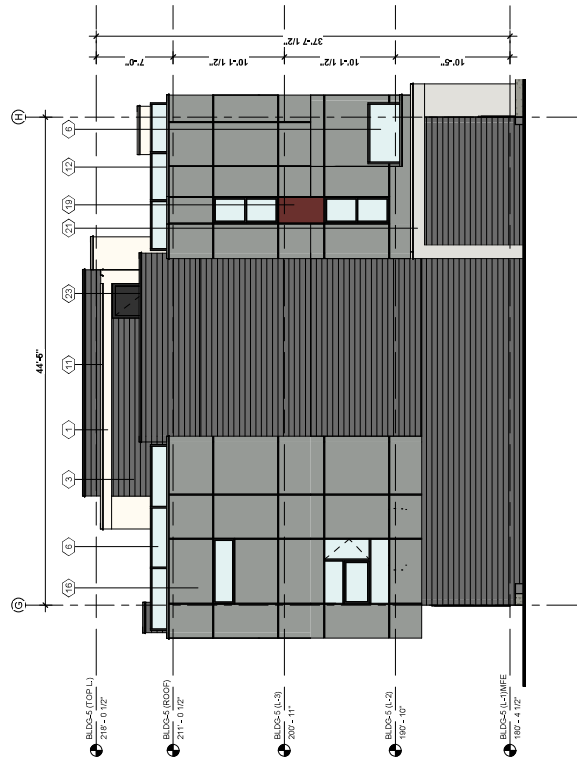
F.3°

DRAWING
No. **A 304 A**

SCHEDULE OF FINISHES	
1.	SMOOTH FINISH HARDIE PANEL - REVEAL COLOR TO MATCH SW 7757 HIGH REFLECTIVE WHITE
2.	SMOOTH FINISH HARDIE SHIP- BOND COLOR TO MATCH SW 7757 HIGH REFLECTIVE WHITE
3.	SMOOTH FINISH HARDIE SHIP- BOND COLOR TO MATCH SW 7674 PEPPERCON
4.	SLIDING DOOR SYSTEM COLOR (TRANSPARENT) COLOR: STANDARD BLACK
5.	PAINTED VINYL WINDOWS COLOR: STANDARD BLACK
6.	POWDER COATED ALUMINUM DOOR GLASS (TRANSPARENT) COLOR: GLASS TRANSPARENT COLOR
7.	METAL OVERHEAD GARAGE DOOR COLOR TO MATCH SW 7674 PEPPERCON
8.	CONCRETE FINISH
9.	HARDIE PANEL SPLIT COLOR TO MATCH SW 7669 EARL GREY
10.	POWDER COATED SECTION COLOR: STANDARD BLACK GLASS (TRANSPARENT) COLOR
11.	FLASHING COLOR TO MATCH SW 7757 HIGH REFLECTIVE WHITE
12.	FLASHING COLOR TO MATCH SW 7660 EARL GREY
13.	SOLID CORE WOOD DOORS PAINTED TO MATCH COLOR: STANDARD BLACK
14.	SOLID CORE WOOD DOORS PAINTED TO MATCH COLOR: SW 7592 CRABBY APPLE
15.	SOLID CORE WOOD DOORS PAINTED TO MATCH COLOR: SW 6516 DOWN POOR AVERSE
16.	SMOOTH FINISH HARDIE PANEL - REVEAL COLOR TO MATCH SW 7669 EARL GREY
17.	SMOOTH FINISH HARDIE PANEL - REVEAL COLOR TO MATCH SW 7674 PEPPERCON
18.	SMOOTH FINISH HARDIE PANEL - RYT RELUE SYSTEM HARDIE - 6516 DOWN POOR AVERSE
19.	SMOOTH FINISH HARDIE PANEL - REVEAL COLOR TO MATCH SW 7592 CRABBY APPLE
20.	ALUMINOUM DOOR COLOR TO MATCH SW 7660 EARL GREY
22.	FLASHING COLOR TO MATCH SW 7674 PEPPERCON
23.	ELECTRICAL CLOSET DOOR COLOR TO MATCH SW 7674 PEPPERCON



1 BUILDING-5 EAST ELEVATION



2 BUILDING-5 NORTH ELEVATION
A 304 A $\frac{3}{16}'' = 1'-0''$

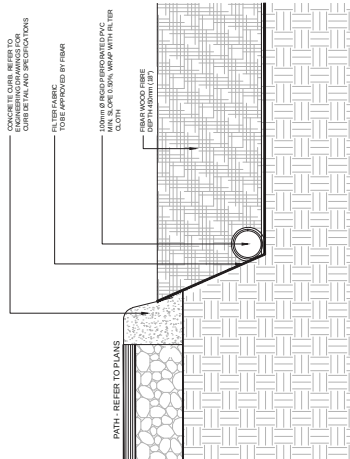
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MANUFACTURER: MAGLIN
SLATS: IPE
COLOUR: TBO
OR APPROVED EQUAL



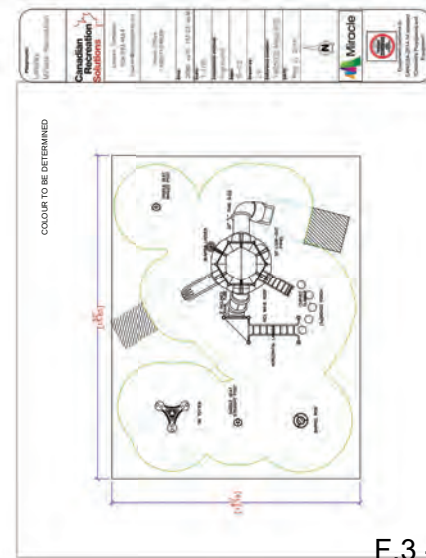
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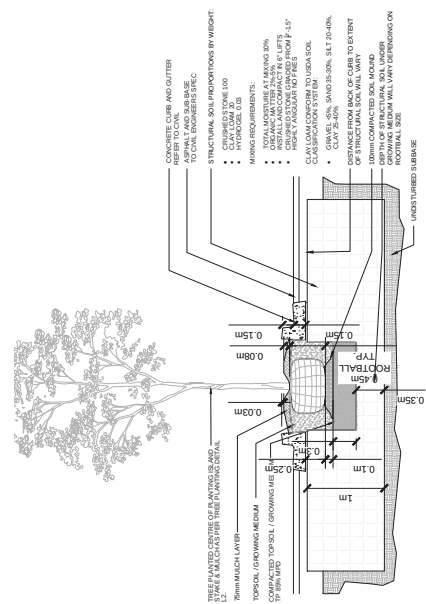
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PC012C
MANUFACTURER: VISTA SITE
FURNISHINGS
WOOD: YELLOW PINE
COLOUR: TBD

T.S.

PLAYGROUND SAFETY SURFACING



TS



TS

F.3

9

ATTACHMENT C

3.4 GENERAL GUIDELINES

The general guidelines described below will apply to all new development in the Carvolth area. They are premised on urban design principles that will create a vibrant and accessible urban environment that promotes pedestrian activity and street life.

3.4.1 Connectivity

The intent of these guidelines is to ensure a highly connective street and open space network that creates more route options for pedestrian and bicycle traffic traveling to, from and within the downtown, and direct connections to key amenities and destinations within and adjacent to Carvolth.

- Look for opportunities to create additional mid-block pedestrian pathways to increase the number of pedestrian connections within and through the site.

3.4.2 Street Definition

The intent of these guidelines is to site and design buildings to positively frame and define streets and other public open spaces, and to ensure a positive response to specific site conditions and opportunities.

- Minimize the distance buildings are set back from the sidewalk to create good street definition and a sense of enclosure.
- Build ground floor commercial uses up to the front property line to maintain a continuous commercial street frontage and positive street definition. A setback may be considered where there is a courtyard or other feature that benefits the pedestrian experience or responds to the building setback of an adjacent property.
- New developments with tall buildings (over 4 storeys in height) should incorporate a base building or street-wall at a scale similar to adjacent buildings and appropriate to the street width.
- Buildings should be sited and designed to create the following general building height to street width proportions:
 - » 1:1 - 1:5 for mews or courtyards.
 - » 1:2 - 1:3.5 for residential and commercial streets.
 - » 1:3 - 1:5 for squares, plazas or wide boulevards.



Figure 43. Mid-block pedestrian pathways increase connectivity.



Figure 44. Buildings and street trees can be used to create "street definition".

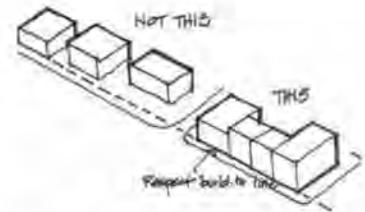


Figure 45. Use a common "build to line" to create a street definition and a sense of enclosure.

3.4.3 Height and Massing

The intent of these guidelines is to reduce the visual mass of large buildings, and ensure the sensitive transition from new development or redevelopment to existing adjacent buildings and open spaces.

- Site and design buildings to respond to specific site conditions and opportunities, including: prominent intersections, corner lots, steep topography, natural features, prominent open spaces and views.
- New development should reflect significant natural topographic features. Buildings should be designed to step down hillsides to accommodate significant changes in elevation and to connect with and transition well to the sidewalk and street.
- Break up the visual mass of large buildings to reduce their visual impact on the pedestrian realm and create variation along the street. Limit the visual mass of building facades to lengths of 40m or less.
- Buildings over 3 storeys in height shall have a maximum frontage length of 80m.
- Buildings 3 storeys in height or lower shall have a maximum frontage length of 40m.
- Buildings up to 4 storeys in height should step back the top storey back by a minimum of 1.5m.
- Building of 5 to 6 storeys in height should step back the top two storeys by a minimum of 1.5m.
- Minimize impacts from sloping sites on neighbouring development. Examples of treatments to minimize impacts include using terraced retaining walls of natural materials, or stepping a building to respond to the slope.

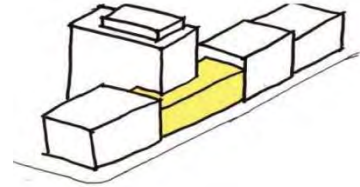


Figure 46. The base massing of this taller building should complement setbacks and heights of adjacent buildings.



Figure 47. Step buildings down to respond to the natural topography of the site.

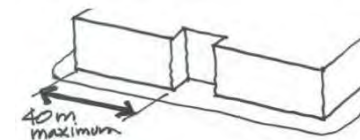


Figure 48. Limit the visual mass of building façades to lengths of 40 m or less.

3.4.4 Active Frontages

The intent of these guidelines is to ensure buildings are sited and designed to be welcoming, and encourage street vitality, visual interest, and safety.

- Site and orient buildings to overlook public streets, parks, walkways and communal spaces.
- Incorporate frequent entrances into commercial frontages facing the street with a maximum spacing of 15m. Ensure that these are active entrances. A maximum spacing of 10m for entrances is desired along retail high streets.

- Recess building entrances by a minimum of 0.6m to provide for door swings, weather protection and to visually emphasize the building entrance.
- Large floor plate commercial developments shall respond to the prevailing street character along all commercial streets by incorporating small, transparent storefronts with frequent entrances.
- Large format commercial buildings with compatible uses should incorporate smaller shops wrapped around outside edges to better integrate these buildings and uses and make them more compatible with the desired character of the Carvolth area.
- Avoid expansive blank walls (over 5m in length) and retaining walls adjacent to public streets. When blank walls are unavoidable, use design treatments to break up the visual impact such as:
 - » A vertical trellis with climbing vines or other plant materials.
 - » Wall setbacks to provide room for planters.
 - » Wall murals, mosaics or other artistic features.
 - » Quality materials of different colours and textures.
 - » Special lighting, canopies, awnings, horizontal trellises or other human-scale features.
- Provide pedestrian access to buildings from the adjacent public street, and orient upper-storey windows and balconies to overlook adjoining public open spaces.
- On corner sites, develop street-facing frontages for both streets and design front elevations with pronounced entrances oriented to the corner and/or primary streets.
- Maintain site lines from inside the buildings to public open space to allow for casual surveillance of the street and sidewalk.
- Ensure a minimum glazing area of 75% for frontages at grade along all commercial streets.



Figure 49. Vertical setbacks break up the visual mass of buildings.



Figure 50. When unavoidable, blank walls should be screened to make it more visually interesting.

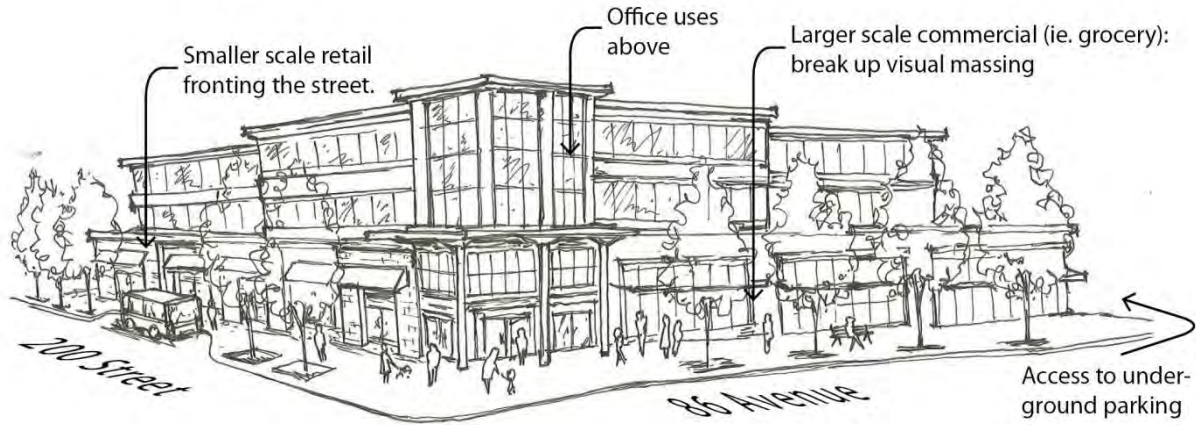


Figure 51. Orient buildings to, and provide direct pedestrian access from, the adjacent public street/sidewalk.



3.4.5 Weather Protection

The intent of these guidelines is to provide comfort for pedestrians and enhance the pedestrian function of public streets through the provision of weather protection.



- Provide continuous weather protection along building frontages immediately adjacent to public streets, sidewalks or open space.
- Ensure that the depth, height and angle of weather protection are adequate to protect pedestrians from rain or snow that may be blown by the wind.
 - » The width to height ratio should be 1:1 to 1:1.4.
 - » The minimum height should be 2.5 m.
- Where sloping sidewalks occur, break up awnings and canopies into modules, and terrace them down to follow the profile of the street.
- Design canopies extending over building frontages greater than 30 m to reduce their apparent scale and length by, for example, breaking up the canopy to reflect the architecture and fenestration pattern of the building facade.



Figure 52. Weather protection to enhance pedestrian comfort.



Figure 53. Canopies provide weather protection over a large area in front of buildings.

3.4.6 Green Development

The intent of these guidelines is to encourage building design and site planning that maximizes livability, daylight access, and energy efficiency and reduces the overall “ecological footprint” (energy use, waste, and pollution) of development.

Site Design

The intent of these guidelines is to preserve or enhance the natural habitat, energy performance and ecosystem processes of the site and the neighbourhood.

- Creating sustainable buildings starts with proper site selection. The location of a building affects a wide range of environmental factors such as ecosystem function, energy consumption and mobility. If possible, locate buildings in areas of existing development to concentrate development and take advantage of existing infrastructure. Consider conserving resources by renovating existing building for new uses. Maximize the restorative impact of site design. Additional guidelines related to landscaping and stormwater control can be found in Section 3.4.11 and 3.4.12 respectively.
- Minimize site disturbance during construction and retain or enhance existing vegetation where possible, particularly remnant riparian zones, watercourses, and urban forests.
- Enhance habitat, biodiversity and ecosystem processes through plant selection and landscape design. Include native or adaptive plant species.
- Minimize impervious surfaces such as roads, parking lots and sprawling buildings and infiltrate rainwater on-site using retention and infiltration best management practices as appropriate (bioswales, infiltration trenches, rain gardens, etc.).
- Incorporate green roofs, where appropriate, to help absorb stormwater, improve thermal efficiency, and provide outdoor amenity space for residents and workers.
- Improve service, minimize light pollution and maximize energy efficiency through the use of full cut-off lighting (avoiding light reflectance) and by directing lighting downwards. Exceptions may be made for signage and architectural lighting.

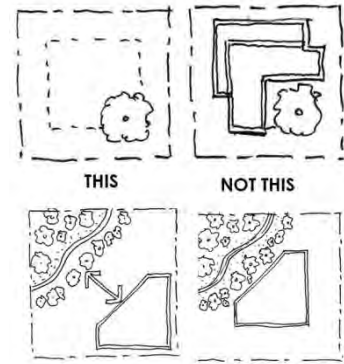


Figure 54. Retain existing trees and buffer ecologically sensitive areas.

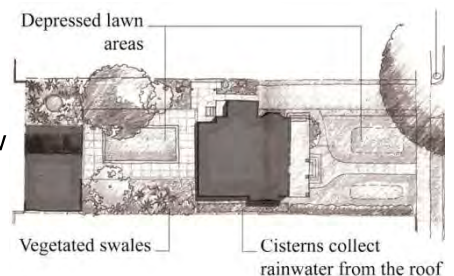


Figure 55. Landscape design can contribute to local ecosystem health.

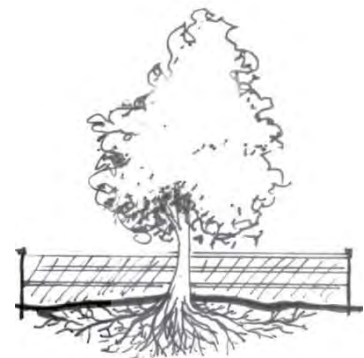


Figure 56. Protective barriers around existing trees.

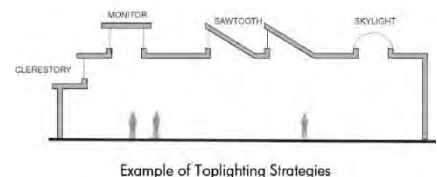


Figure 57. Roof openings can provide lighting where typical side lighting is restricted.

- Where possible, locate new buildings within a five minute walk (400 metres) of frequent public transit and provide alternative transportation incentives such as bike storage, change rooms and priority parking for bicycles, carpool vehicles or alternative fuel vehicles.
- Retrofit existing building where possible and look for opportunities to intensify use adjacent to existing infrastructure.

Energy Performance

The intent of these guidelines is to optimize building energy performance and where possible use energy from renewable sources.

- In this section it is important to balance complementary and competing priorities for passive design (efficiency, heating, cooling, daylighting and ventilation) to optimize energy performance and cost. Consider site and building constraints and the specific commercial, residential and institutional application in building design.
- Orient buildings to optimize passive solar energy potential. Most solar energy gain can be achieved when facing within around 20 degrees of solar south. For single loaded buildings, orient the building on an east-west axis and/or ensure a south facing roof aspect. For buildings that are double loaded, consider orienting the building on a north-south axis to ensure that units on both sides of the building receive some amount of solar exposure.
- To cost-effectively limit heat loss, limit fenestration to 40% of the total facade area (window to wall ratio). If higher fenestration ratios are desired, compensate with highly efficient windows. Fenestration should be emphasized on southern and western exposures and be minimized on northern and eastern exposures.
- Maximize daylight penetration by locating windows high on walls or by using clerestories and light shelves.
- Ensure solar shading with an emphasis on those buildings with high window to wall ratios. The benefits of reducing solar gains in summer should be balanced with the benefit of solar gains in the winter by taking advantage of the different seasonal sun angles. External shading such as recessed balconies, overhangs, and louvers are preferable over internal shading such as internal blinds.

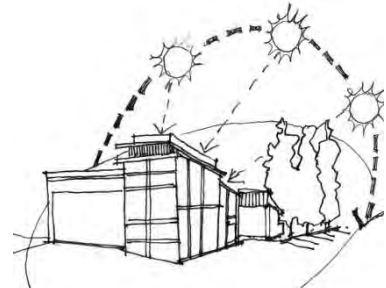


Figure 58. Buildings oriented to maximize use of solar energy.

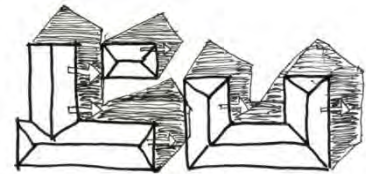


Figure 59. Corner and through units facilitate natural ventilation and daylight access.

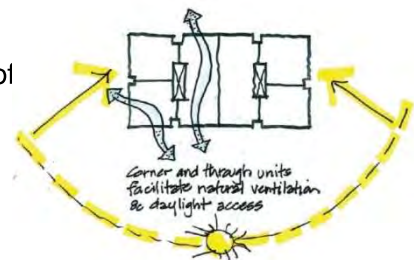


Figure 60. Sun shade diagrams can help determine the siting of buildings to minimize overshadowing of adjacent open

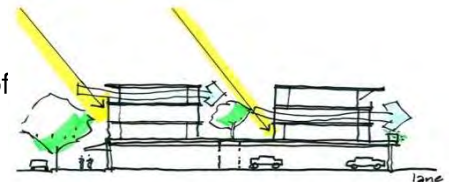


Figure 61. Through units allow for natural ventilation and increased daylight access.

- Balance narrow floor plans that increase the potential for cross ventilation and penetration of daylight into the building with minimizing the envelope to floor area ratio to optimize thermal efficiency.
- Design with greater floor-to-ceiling heights to increase the amount of interior space that can be lit from windows.
- Buildings should be narrow to increase the amount of interior space with access to day-lighting and winds for passive ventilation. Buildings with through units (i.e., units with exterior walls on at least two sides) can be created by incorporating a mews or central courtyard into the form and design of low rise buildings or into the base massing of tall buildings.
- Design residential buildings to receive daylight and natural ventilation from at least two sides of the building, or from one side and a roof. Where possible, dwellings should have a choice of aspect: front and back, or on two sides (for corner units).
- Ensure that the siting, form, and scale of buildings do not block significant views and solar access from existing or anticipated development, and that shadowing impacts on adjacent residential buildings and usable open spaces are minimized. Proposals for new projects should include sun/shade diagrams of the subject development and the surrounding properties at the following times:
 - » Equinox: 8 a.m., 12 noon, 4 p.m.
 - » Winter Solstice: 9 a.m., 12 noon, 3 p.m.
- Incorporate courtyards and greenways in residential and mixed-use projects to maximize the amount of direct sunlight received.
- Landscaping and building design should ensure solar access in winter and in summer provide shading of afternoon sun and reduce the urban heat island effect. Provide deciduous landscaping and/or shading devices on southern and western exposures.
- For all outdoor lighting, use efficient lighting design such as LEDs and motion or photo-sensitive lighting.
- Use energy efficient fixtures and design lighting for specific needs to reduce ambient lighting requirements.

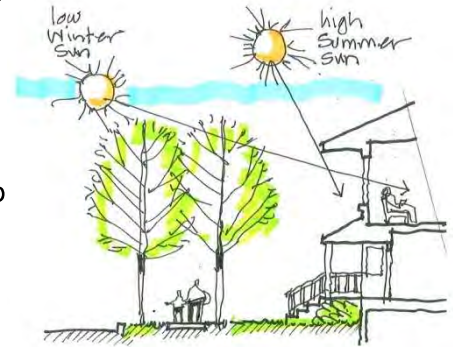


Figure 62. Ensure light penetration into interior living spaces in winter, and protection from direct sunlight in the afternoon hours of summer.

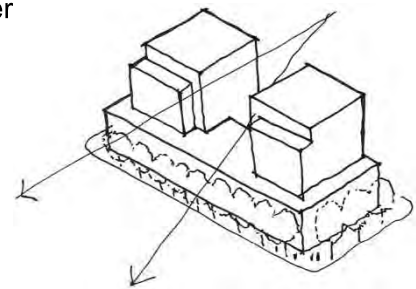


Figure 63. Slender building forms enhance daylight penetration and cooling through cross ventilation.



Figure 64. Sun shading devices reduce lighting and cooling demands and protect the building envelope from pre-mature aging.

- Acquire at least 5% of the building's total energy through the use of on-site renewable energy systems with an emphasis on heating and cooling systems such as geo-exchange, air-source heat pumps, heat recovery from wastewater, biomass, or solar thermal. If a District Energy system is established in Carvolth, connection to the system could be considered to meet this guideline.



Figure 65. Shared composting facilities.

Water

The intent of these guidelines is to protect and conserve fresh water resources.

- Limit or eliminate the use of potable water for landscape irrigation by using high-efficiency irrigation technology, captured rain or recycled site water and/or drought tolerant plant species.
- Design landscaping and select plants that are appropriate for the local climate, minimizing irrigation needs.
- Design lawns for residential and commercial use, rather than aesthetics, minimizing unnecessary irrigation.
- Reduce the generation of wastewater and potable water demand by using captured rainwater for sewage conveyance or by treating wastewater on site to tertiary standards.
- Employ water efficiency strategies such as water-conserving plumbing fixtures, appliances and control technologies.

3.4.7 Public Realm

The intent of these guidelines is to ensure that the design of streets and open spaces creates visual interest, comfort and safety for pedestrians and contributes to a unique local identity and sense of place.

- Provide a continuous planting of street trees along both sides of streets in residential, commercial and office neighbourhoods.
- Provide a zebra- or ladder-painted crosswalks, or crosswalk made of special paving materials, at all key pedestrian crossings to increase driver awareness.
- Curb to curb widths of local streets should be as narrow as practical to accommodate expected traffic and services.
- Incorporate corner bulges into streetscape design to enhance pedestrian crossings and provide space for landscaping, stormwater management, seating and public art.
- Ensure a continuous public sidewalk on both sides of the street throughout the Carvolth area.



Figure 66. Buildings should be designed and oriented to encourage casual surveillance and "eyes on the street."

- Provide street furnishings, including transit shelters, benches, lighting, and waste receptacles to enhance the public realm.
- Cafes are permitted and encouraged on public sidewalks in commercial areas provided that safe passage for pedestrian and emergency services is maintained.
- Pedestrian-oriented lighting should be provided throughout residential, commercial and office areas.
- Distinctive bus shelters or deep canopies should be provided along major transit routes to provide comfort for transit users.
- Hydro kiosk/utility boxes to be incorporated wherever possible into landscape areas to reduce visual impact.

3.4.8 Safety, Security and Accessibility

The intent of these guidelines is to enhance personal safety and security through building siting, orientation, and design, and to ensure buildings and open spaces accommodate and provide access for all users and abilities.

- Ensure the design of new development increases “eyes on the street” with the placement of windows, balconies and street-level uses, and allows for casual surveillance of parks, open spaces, and children’s play areas.
- Avoid blank, windowless walls that do not permit residents or workers to observe public streets and open spaces.
- Incorporate the creative use of ornamental grilles over ground-floor windows or as fencing, as necessary/appropriate.
- Provide adequate lighting along streets and at entrances to enhance the sense of personal safety and security.
- Design parking areas to allow natural surveillance by retaining clear lines of sight to and between public sidewalks and building entrances for those who park there and for users of nearby buildings.
- Ensure CPTED principles are adhered to with respect to landscape design and construction.
- Ensure all pedestrian routes including those leading to building entrances are safe and easy to use by a wide range of pedestrian abilities. Generally, such routes should be direct, level, obstacle-free, easily identifiable and clearly separated from vehicular routes.



Figure 67. Buildings oriented to the street with clear definition of the transition from public to private realm help to promote neighbourhood safety and security.

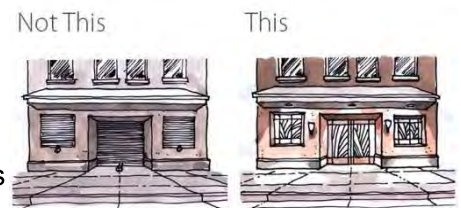


Figure 68. Security grilles can be incorporated in an attractive way.

3.4.9 Tall Buildings

The intent of these guidelines is to encourage siting, massing and design that minimizes negative impacts on views, privacy, and solar access for individual units, reduce the perceived bulk of tall buildings, and minimize impacts of tall buildings on adjacent public streets and open spaces.

Tall Buildings are defined as buildings over 6 storeys or 18 m in height. In addition to the preceding general guidelines (Sections 3.1 - 3.12), the following tall building guidelines are applicable to development proposals that include buildings over 6 storeys in height.

- An open spacing of tall buildings should be maintained to ensure adequate light, air, access and views for residents.
- The minimum facing distance between tall buildings should be 40 m.
- The placement of tall buildings should achieve a diagonal spacing to avoid tall buildings looking directly into each other.
- Tall buildings should have a maximum floor plate size of 700 sq. m.
- Tall buildings should have a maximum floor plate width of 24 m.
- The bulk of towers should be minimized using vertical and horizontal articulation, for example, by incorporating changes of plane, stepped terraces or modulated plan and facade forms.
- Tall buildings should have a maximum height of 50 m, excluding appurtenances and mechanical equipment.
- Tall buildings should generally be aligned parallel to the street in a north-south direction.
- New developments with tall buildings should incorporate a base building sited and scaled to complement adjacent buildings and to create a strong street edge definition. (See section Street Definition Guidelines, section 3.3).
- Tall buildings should incorporate ground floor uses that have views into and, where possible, access to, adjacent streets, parks and open spaces.
- Tall buildings should be set back a minimum of 5 m from the fronting public street or open space, while still achieving good address on the fronting public street or open space.

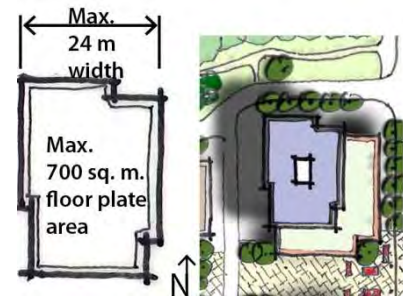


Figure 69. Tall buildings.

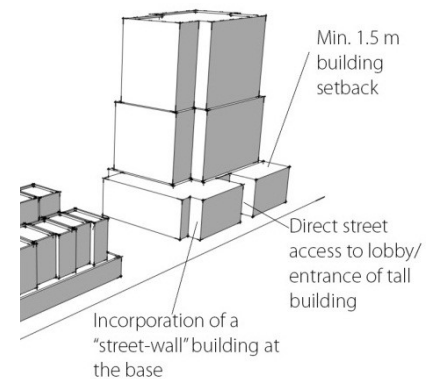


Figure 70. Ensure vertical and horizontal articulation.

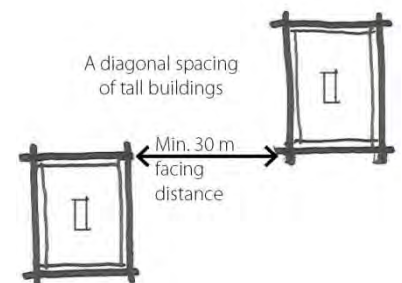


Figure 71. Spacing of tall buildings.



Figure 72. Variation in tower form and design should be achieved.

- Tall building address should be achieved by stepping back the base building (podium) at the primary entrance of tall buildings to allow the tall building to meet the street and by locating main building entrances so that they are clearly visible and directly accessible from the public sidewalk, plaza or other open space.
- An interesting and varied roof form should be achieved, for example, by incorporating a top pent house or amenity space to conceal appurtenances and mechanical equipment.

3.4.10 Master Planning Tall Buildings and Large Sites

The intent of these guidelines is to ensure the integration of larger sites and sites with tall buildings with adjacent areas.

Proposals for Large Sites and sites with Tall Buildings should include a master plan. Master planning will enable tall buildings to be sited and organized in a way that provides desirable transitions to adjacent areas and ensures appropriate tall building separation. More broadly, a master planning process will help knit the public realm into a single, cohesive whole as demonstrated by the illustrative concept plan and encouraged by the design guidelines.

A Master Plan is to be provided at both the neighbourhood scale and the site or block scale and should reflect the intent of the Integrated Area Concept Plan (Figure 7) and Design Guidelines.

Tall Buildings are defined as buildings over 6 storeys or 18 m in height. Large Sites are defined as those over 5000 sq. m in size. However, the Township may, at its discretion, identify other sites with special characteristics or conditions where master plans will be required. A Master Plan for Large Sites and sites with Tall Buildings should describe in drawings and words for the site and its context the following issues:

- The location and dimensions of public streets, parks and accessible open spaces.
- General location and dimensions of pedestrian circulation and relationship to pedestrian sidewalks and paths, transit stops and shelters.
- General location of building footprints - base buildings and taller buildings.
- General layout and dimensions of setbacks from streets, parks and open spaces, as well as dimensions between base and tall buildings on the same site.
- General location of building entrances for each building.
- General location and dimensions of site access, service areas, ramps, drop-off and parking for each building.
- The location of watercourses including non-disturbance areas.
- Phasing plan and schedule.
- Perspective showing important views.



Figure 73. Master planning should reflect the pattern of streets, open spaces and built form described in this plan.

- Shadowing impacts on adjacent buildings and open spaces using sun/shade diagrams at the following times:
 - » Equinox: 8 a.m., 12 noon, 4 p.m.
 - » Winter Solstice: 9 a.m., 12 noon, 3 p.m.

3.4.11 Parking, Servicing and Access

The intent of these guidelines is to ensure the provision of adequate servicing, vehicle access, and parking while minimizing negative impacts on the safety and attractiveness of the pedestrian realm.

- Structured underground or “tuck-under” parking is preferred over off-street surface parking.
- Where off-street surface parking is unavoidable, it should be located to the rear of the building with parking access from the lane or side street.
- Off-street parking located between the front face of a building and the public sidewalk is not permitted.
- If surface parking is located beside the building and adjacent to the public sidewalk, screen these areas from sidewalks and other active open spaces using materials that provide a visual buffer while still allowing clear visibility into the parking areas to promote passive surveillance.
- Locate public on-street parking at the curb to provide convenient and easy access to commercial/residential entrances.
- In general, vehicular access should be from the lane. Where there is no lane, and where the reintroduction of a lane is not possible, access may be provided from the street, provided that:
 - » The street is not a primary retail high street.
 - » Access is from the long face of the block.
 - » There is no more than one interruption per block face and only one curb cut on the street.
- Any vehicular entrance and its associated components (doorways, ramps, etc.) should be architecturally integrated into the building so as to minimize the visual impact.
 - » Avoid ramps located directly off the street or lane.
 - » Use treatments such as screening, high-quality finishes, sensitive lighting and landscaping to minimize the visual impact of parking ramps and entrances.
- Incorporate pedestrian pathways and landscaping into surface parking areas. Pedestrian sidewalks should be incorporated into islands to minimize conflict with vehicles.

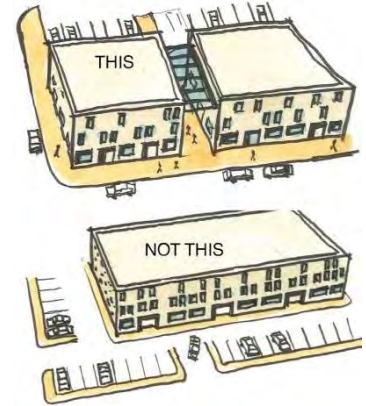


Figure 74. Off-street parking uses should not be located between the front of a building and the public sidewalk.



Figure 75. Access to underground parking should be architecturally integrated to minimize the visual impact.



Figure 76. Screen surface parking using a trellis, landscaping, or climbing vines that maintain site lines.

- Bicycle parking should be located in a visible, active and well lighted area convenient to primary building access and bike route access.

3.4.12 Lighting

The intent of these guidelines is to contribute to the overall quality, character and safety of the Carvolth area.

- Illuminate building facades and features by providing architectural lighting on the face of commercial and office buildings and at the main entrances to multi-family residential buildings to help create a sense of safety and intimate space around the building.
- Light paths and entry areas sufficiently to ensure pedestrian comfort and safety while avoiding visible, glaring light sources.



Figure 77. A combination of wall-mounted lights and up lighting animate the building façade and adjacent pedestrian areas.

3.4.13 Landscaping

The intent of these guidelines is to contribute to the overall quality, character and ecological function of the Carvolth area.

- Use landscaping to create a positive interface between buildings and streets by using perennials, shrubs, and trees to soften buildings where appropriate.
- Use hard landscape features such as terraced retaining walls and planters to transition between grades.
- Provide a continuous planting of street trees along both sides of all public streets with a maximum tree spacing of 10 meters.
- Use native or adaptive plant species to enhance ecological function and reduce the need for external inputs such as additional watering and fertilizers.
- Irrigate landscape material during plant establishment.
- Existing healthy trees should be preserved where possible.

3.4.14 Stormwater Source Control

The intent of these guidelines is to provide guidance and inspiration on innovative means of achieving stormwater management objectives.

Absorbent Landscape:

- Maximize the area of absorbent landscape on site and conserve as much existing vegetation and undisturbed soil as possible.
- Disconnect impervious areas (such as roofs and parking lots) from the storm sewer system and have them drain into an absorbent landscape.
- Maximize the vegetation canopy cover over the site and provide multi-layered canopies where possible.
- Ensure adequate growing medium depth for horticulture and stormwater needs: a minimum of 150 mm for lawn areas, and 450 mm for shrub/tree areas.

Infiltration Swale:

- Flow to the swale should be distributed sheet flow (i.e., travelling through a grassy filter area). Provide pre-treatment and erosion control to avoid sedimentation in the swale.
- Provide a 25 mm drop at the edge of paving to swale soil surface.
- Provide longitudinal slope of 1-2% and ensure side slopes are not more than 3 (horizontal): 1 (vertical).
- Provide weirs or check dams to slow water flow with a maximum ponding level of 150 mm.

Infiltration Rain Garden:

- At point source inlets, install non-erodible material, sediment cleanout basins, and weir flow spreaders; install a non-erodible outlet or spillway to discharge overflow.
- Soil depths of 450 mm to 1200 mm are desirable; use soils with a minimum infiltration rate of 13 mm/hour.
- Surface planting should be primarily trees, shrubs, and groundcovers, with planning designs respecting the various soil moisture conditions in the garden.
- Drain rock reservoir and perforated drain pipe may be avoided where infiltration tests by a design professional show subsoil infiltration rate that exceeds the inflow rate.



Figure 78. Stormwater infiltration as an amenity for residents.



Figure 79. Weirs and check-dams help to slow the flow of water and facilitate infiltration.



Figure 80. Storm water source controls like these rain gardens reduce pollutant run-off.

Pervious Paving:

- Ensure protection of pervious paving from sedimentation during and after construction.
- Surface slope should be at least 1% to avoid ponding and related sedimentation of fine particulate matter.
- Wrap paver bedding material with geotextile filter cloth on bottom and sides to maintain water quality performance.

**Extensive Green Roof**

- Ensure at least 2% slope for drainage.
- Avoid monocultures to increase success of establishing a self-maintaining plant community.
- Provide plan free zones along the perimeter, adjacent facades, expansion joints, and around each roof penetration.
- Ensure intensive maintenance during establishment (2 years).

**Infiltration Trench**

- Locate infiltration trenches at least 3.0 m from any building.
- Provide access for periodic inspection and clean-out.
- Install the infiltration trench in native ground, and avoid over-compaction of the trench sides and bottom.



3.5.3 Transit Village

The Carvolth Transit Village is comprised of a compact mix of housing, local shops and services, parks and plazas. An interconnected network of pathways, pedestrian streets and greenways creates safe, attractive and accessible pedestrian and cycling connections to the Carvolth Transit Exchange, local shops and services, and the employment node/Frequent Transit Corridor along 200 Street.

Residential Buildings:

- Site and orient townhouses and apartments to overlook public streets, parks, walkways, and communal spaces, while ensuring the security and privacy of residents.
- Ground floor residential uses should emphasize 'doors on the street' by incorporating individual entrances to ground floor units in residential buildings that are accessible from the fronting street. This provides easy pedestrian connections to buildings, encourages street activity and walking, and enhances safety.
- Residential entries should be clearly visible and identifiable from the fronting public street to make the project more approachable and create a sense of association amongst neighbours.
- Set back residential buildings on the ground floor by a minimum of 2 m and a maximum of 4 m, and elevate by a minimum of 0.6 m to create a semi-private entry or transition zone to individual ground floor units. For these units, ensure an alternate access point that is accessible by wheelchair (as required by the B.C. Building Code).
- A landscaped transition zone in between the entryway and public sidewalk should be considered on streets with high traffic volumes.



- Apartment lobbies and main building entries shall be clearly visible from the fronting street with direct sight lines into them. Where possible, apartment lobbies should have multiple access points to enhance building access and connectivity with adjacent open spaces.
- Lobbies and main building entries should be clearly visible from the street, and have direct sight lines into them. Seating in the lobby should be provided to ensure people with mobility issues have a comfortable secure place to sit while waiting for rides.
- Incorporate lobbies with multiple access points to enhance building access and connectivity with adjacent open spaces.

Human Scale:

- The design of new buildings and renovated existing buildings should express a unified architectural concept that incorporates both variation and consistency in façade treatments (for example, by articulating façades into a series of intervals).
- Design buildings to express their internal function and use.
- Incorporate into building façades a range of architectural features and design details that are rich and varied to create visual interest when approached by pedestrians.
- Examples of architectural features include:
 - » Building height, massing, articulation and modulation.
 - » Bay windows and balconies.
 - » Corner features accent, such as turrets or cupolas.
 - » Decorative rooflines and cornices.
 - » Building entries.
 - » Canopies and overhangs.
- Examples of architectural details include:
 - » Treatment of masonry (ceramic tile, paving stones, brick patterns, etc.).
 - » Treatment of siding (for example, the use of score lines, textures, and different materials or patterning to distinguish between different floors).
 - » Articulation of columns and pilasters.
 - » Ornament or integrated artwork.
 - » Integrated architectural lighting.
 - » Detailed grilles and railings.
 - » Substantial trim details and moldings.
 - » Trellises and arbors.



Figure 87. Architectural details and features help to create visual interest when approached by pedestrians.



Figure 88. Architectural features and details combined in a simple and pleasing composition.

- Locate and design entrances to create building identity and to distinguish between individual commercial and/or residential ground floor units. Use a high level of architectural detail and, where appropriate, landscape treatment to emphasize primary entrances and to provide “punctuation” in the overall streetscape treatment.
- Design balconies as integral parts of buildings and to maximize daylight access into dwellings through the use of glazed or narrow metal spindle guardrails.
- Clearly distinguish the roofline from the walls of buildings (for example, through the use of a cornice, overhang, or decorative motif).

Windows and Doors

- Windows can be used to reinforce the human scale of architecture by incorporating individual windows in upper storeys that:
 - » Are vertically proportioned and approximately the size and proportion of a traditional window.
 - » Include substantial trim or molding.
 - » Are separated from adjacent windows by a vertical element.
 - » Are made up of small panes of glass.
 - » Are separated with moldings or jambs but grouped together to form larger areas of glazing.
- The use of figured or frosted glass or tinted glazing is discouraged for windows facing the street except for compatible use of stained glass or where figured or frosted glass comprises a maximum 20% of the glazing. This creates a welcoming, visually interesting and transparent street frontage.

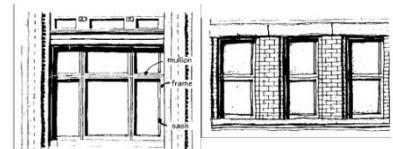
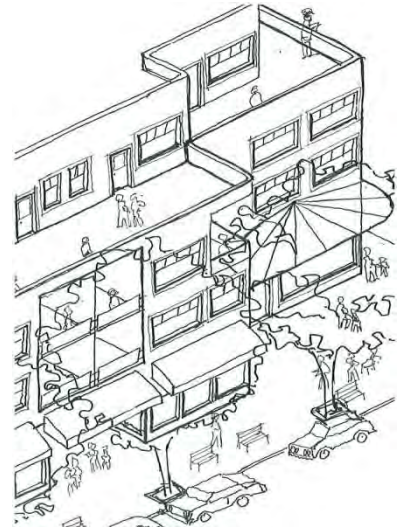


Figure 89. Punched windows with vertical proportions create variation and texture in the façade and help achieve a human scale.



Exterior Materials

- A key objective is to encourage the use and expression of wood as a renewable resource. This can be achieved through the use of wood in façade design and the architectural expression of buildings.
- In general, new buildings should incorporate natural building materials into façades to avoid a “thin veneer” look and feel, incorporated with more modern treatments, including glass curtain walls for office buildings.

The following materials are recommended, acceptable, or discouraged for use:

- Recommended:
 - » Natural wood materials, including:
 - Milled and un-milled timbers.
 - Window and door trim.
 - Canopy structures and signage.
 - » Brick masonry, glazed tile, stone, concrete (painted).
 - » Flat profile “slate” concrete tiles.
 - » Glass and wood for window assemblies.
 - » Standing seam metal roofing.
- Acceptable:
 - » Pre-finished metal, non-corrugated type, emphasizing either vertical or horizontal arrangements but not both.
 - » Limited amounts of stucco.
- Discouraged:
 - » Vinyl siding or window frames.
 - » Swirl Type Stucco.

Landscaping

- Landscaping should be used to create a positive interface between buildings and streets by using perennials, shrubs, and trees to soften buildings, where appropriate.
- Hard landscape treatments such as terraced retaining walls and planters should be used to transition between grades, where necessary. The following are preferred approaches for achieving this guideline:
 - » Incorporate a planter guard or low planter wall as part of the building design.
 - » Use distinctive landscaping in open areas created by building articulation.
 - » Include a special feature such as a courtyard, fountain, or pool.
 - » Emphasize entries with special planting in conjunction with trellises, decorative paving and/or lighting.



Figure 90. Tasteful use of timbers integrated with a range of complimentary colours and materials.



ATTACHMENT D

9 September, 2021

Teresa Hanson
Senior Development Planner
Township of Langley
20338 65 Avenue
Langley, BC V2Y 3J1

Re: Development Application Project No. 08-26-0173 / 1103555 BC LTD/1100027 BC LTD

CIVIC: 20239 - 84 Avenue and a portion of 20264 - 86 Avenue

LEGAL: Lot A Plan 69020 and a portion of West Half Lot 3 Except: Parcel "B" (Bylaw Plan 42431), North West Quarter Plan 1093; both of Section 26 Township 8 NWD

We have reviewed the above proposal.

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

Type of Housing	Number of Units	Elementary K-5	Middle 6-8	Secondary 9-12
Townhouses	20	5	2	4
Condos	220	5	3	5

Given the current school catchments this development would impact Willoughby Elementary School, Yorkson Creek Middle School and R.E. Mountain 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



Summary of Virtual PIM – Walnut Grove Project
20239 84 Ave & 20264 86Ave
Tuesday August 10, 2021 @ 6PM

Summary:

The meeting was held from 6 PM through to 8PM.

We had 3 guests join, 2 initially at the onset, and another approximately 45 minutes into the meeting.

Guests:

- Kevin Doyle, attended for approximately 90 minutes,
- Barry and Lynda Klimchuck attended for the duration of the meeting
- Paul Tham, attended for approximately 20 minutes

Hosts:

PK Developments – TJ Townsend

EFG Architects (Architect representing PK) – Ed Gooch

IOM Property Group – Brent Tedford

DF Architecture (Architect representing IOM) – Negin Nagashin

KD Planning and Design (Landscape Design for both applicants) – Jessica Thiessen

Discussion/Questions at Meeting:

One guest was the most engaged about both the townhouse site and the 2 rental complexes with some concerns about density, height and amenities as they lived in proximity and was worried about the congestion at a local park. We advised we are constructing our own pocket park and also have outdoor amenity space between our buildings, as well our project conforms with the NSP, zoning and adjacent developments. They seemed satisfied with this response.

Another guest owned some property nearby and was inquiring on the continuity of 85 ave as the property outline shows a single title from 84 to 86 Ave. We explained this was the original title and subdivision is in process, and 85 Avenue would be through the project.

The remaining guest recently moved onto 202B street and are facing the northern portion of the IOM site and had inquired about the project there. We advised this meeting was not in relation to that portion of the site, however Brent Tedford did provide some information about their intent for the site and they remained in the meeting silently.

Aside from the above questions we scrolled through some renderings, and discussed some timelines and schedules with those present. We also advised they could reach out to us at anytime, or Chris Jarvie - Assigned Development Officer with the Township of Langley - with further inquiries as necessary.

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

LANGLEY OFFICIAL COMMUNITY PLAN BYLAW 1979 NO. 1842

AMENDMENT (WILLOUGHBY COMMUNITY PLAN) BYLAW 1998 NO. 3800

AMENDMENT (CARVOLTH NEIGHBOURHOOD PLAN) BYLAW 2013 NO. 4995

AMENDMENT (1100027 BC LTD. / 1103555 BC LTD. / KRAHN) BYLAW 2021 NO. 5739

EXPLANATORY NOTE

Bylaw 2021 No. 5739 amends the Carvolth Neighbourhood Plan for lands located at 20239 – 84 Avenue and 20264 – 86 Avenue to amend the land use boundaries of the site's High Density Residential and Townhouse Residential designations.

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

LANGLEY OFFICIAL COMMUNITY PLAN BYLAW 1979 NO. 1842

AMENDMENT (WILLOUGHBY COMMUNITY PLAN) BYLAW 1998 NO. 3800

AMENDMENT (CARVOLTH NEIGHBOURHOOD PLAN) BYLAW 2013 NO. 4995

AMENDMENT (1100027 BC LTD. / 1103555 BC LTD / KRAHN) BYLAW 2021 NO. 5739

A Bylaw to amend Carvolth Neighbourhood Plan Bylaw No. 4995.

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

1. This Bylaw may be cited for all purposes as “Langley Official Community Plan Bylaw 1979 No. 1842 (Willoughby Community Plan) Bylaw 1998 No. 3800 Amendment (Carvolth Neighbourhood Plan) Bylaw 2013 No. 4995 Amendment (1100027 BC Ltd. / 1103555 BC Ltd. / Krahn) Bylaw 2021 No. 5739”.
2. Langley Official Community Plan Bylaw 1979 No. 1842 Amendment (Willoughby Community Plan) Bylaw 1998 No. 3800 Amendment (Carvolth Neighbourhood Plan) Bylaw 2013 No. 4995 as amended is further amended by:
 - a) Amending Figure 7 and Figure 8 to change the land use designations as shown on Schedule A attached to and forming part of this Bylaw, for lands described as:

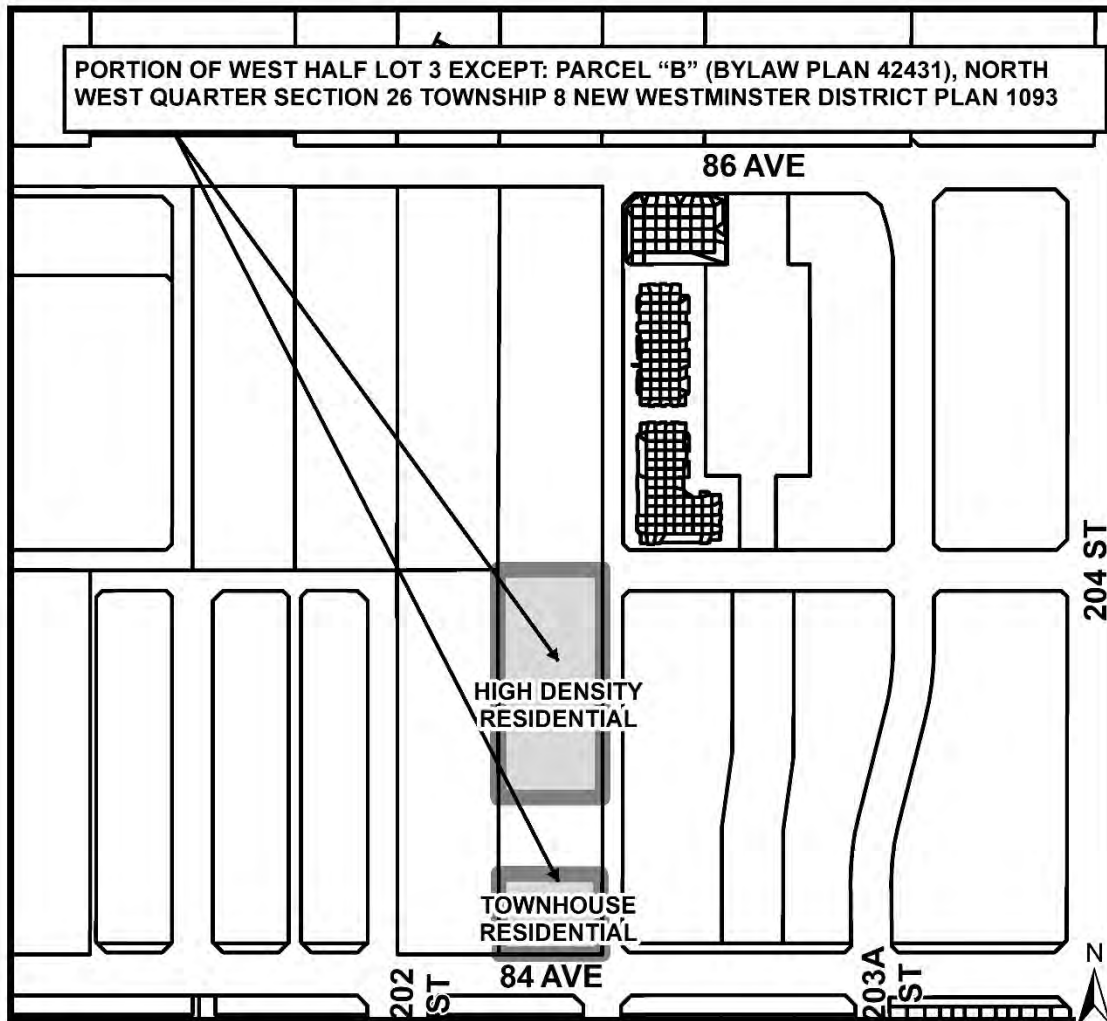
Portion of West Half Lot 3 Except: Parcel “B” (Bylaw Plan 42431), North West Quarter Section 26 Township 8 New Westminster District Plan 1093

READ A FIRST TIME the	day of	, 2021
READ A SECOND TIME the	day of	, 2021
PUBLIC HEARING HELD the	day of	, 2021
READ A THIRD TIME the	day of	, 2021
ADOPTED the	day of	, 2021

_____ Mayor _____ Township Clerk

SCHEDULE 'A'

BYLAW NO. 5739



THE CORPORATION OF THE TOWNSHIP OF LANGLEY**TOWNSHIP OF LANGLEY ZONING BYLAW 1987 NO. 2500****AMENDMENT (1100027 BC LTD. / 1103555 BC LTD. / KRAHN) BYLAW 2021 NO. 5740****EXPLANATORY NOTE**

Bylaw 2021 No. 5740 rezones the property located at 20239 – 84 Avenue and the southern portion of 20264 – 86 Avenue from Suburban Residential Zone SR-2 to Comprehensive Development Zone CD-166 to accommodate development of 220 apartment units in two (2) six (6) storey apartment buildings and 20 townhouse units.

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

TOWNSHIP OF LANGLEY ZONING BYLAW 1987 NO. 2500

AMENDMENT (1100027 BC LTD. / 1103555 BC LTD. / KRAHN) BYLAW 2021 NO. 5740

A Bylaw to amend the 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 (1100027 BC Ltd. / 1103555 BC Ltd. / Krahn) Bylaw 2021 No. 5740".
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-166" after the words "Comprehensive Development Zone CD-165"
 - b. Adding to Section 110.1 after the words "CD-165" the words "CD-166 – 2,000 m²"
 - c. Adding after Section 1065 "Comprehensive Development Zone CD-165" the following as Section 1066 "Comprehensive Development Zone CD-166"

1066 COMPREHENSIVE DEVELOPMENT ZONE CD-166

Uses Permitted

- 1066.1 In the CD-166 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) *residential uses* subject to Section 1066.2

Permitted Density

- 1066.2 All *buildings* used for *apartment uses* must not exceed 220 *apartment* units and a permitted *floor space ratio* of 2.8 times the *lot area*.

All *buildings* used for *townhouses uses* must not exceed 20 *townhouse* units and a permitted *floor space ratio* of 1.2 times the *lot area*.

Lot Coverage

- 1066.3 *Buildings and structures* shall not cover more than 55% of the *lot area*.

Location of Use

- 1066.4 The location of each use shall be in accordance with Section 1066.11.

Siting of Buildings and Structures

- 1066.5 *Buildings and structures* shall be sited in accordance with the provisions of the Development Permit.

Height of Buildings and Structures

- 1066.6 Except as provided for in Section 104.5 the *height* of principal *buildings and structures* shall be a maximum of 6 *storeys* for an *apartment building* and a maximum 3 *storeys* for *townhouses*. The *height* of *accessory buildings and structures* shall not exceed 3.75 metres or one *storey*, whichever is lesser.

Parking and Loading

- 1066.7 Parking and loading shall be provided in accordance with Section 107 and in accordance with the provisions of the Development Permit.

Subdivision Requirements

- 1066.8 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

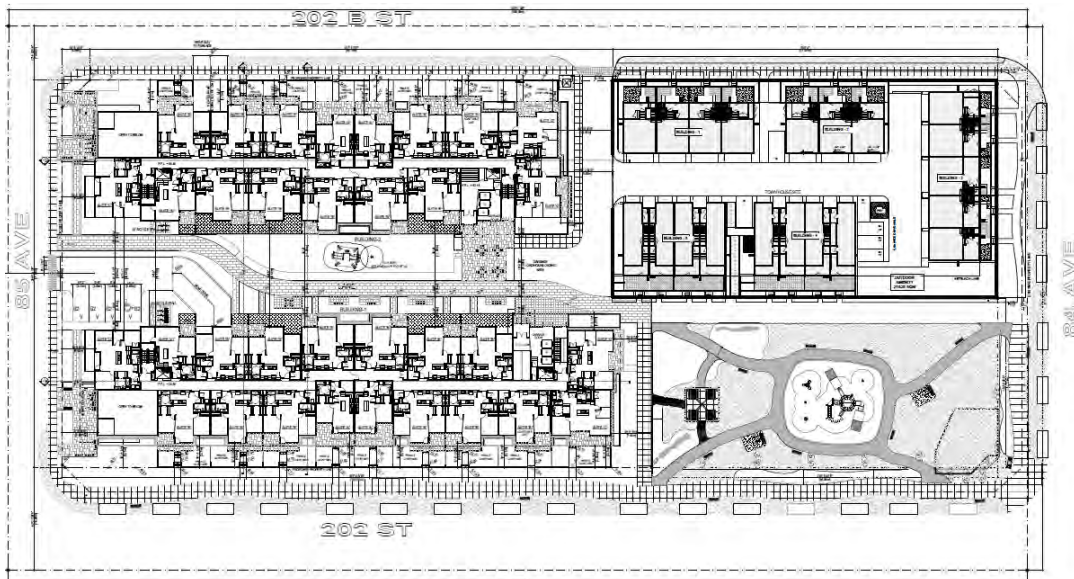
- 1066.9 Landscaping areas, landscaping screens and fencing shall be provided in accordance with Section 111 and in accordance with the provisions of the Development Permit.

Age Friendly Amenity

- 1066.10 Age Friendly Amenity areas shall be provided in accordance with Section 111.5 and in accordance with the Development Permit.

Overall Development Plan

- 1066.11 Development in this zone should conform substantially with the following plan:



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

Portion of Lot A Section 26 Township 8 New Westminster District Plan 69020; and

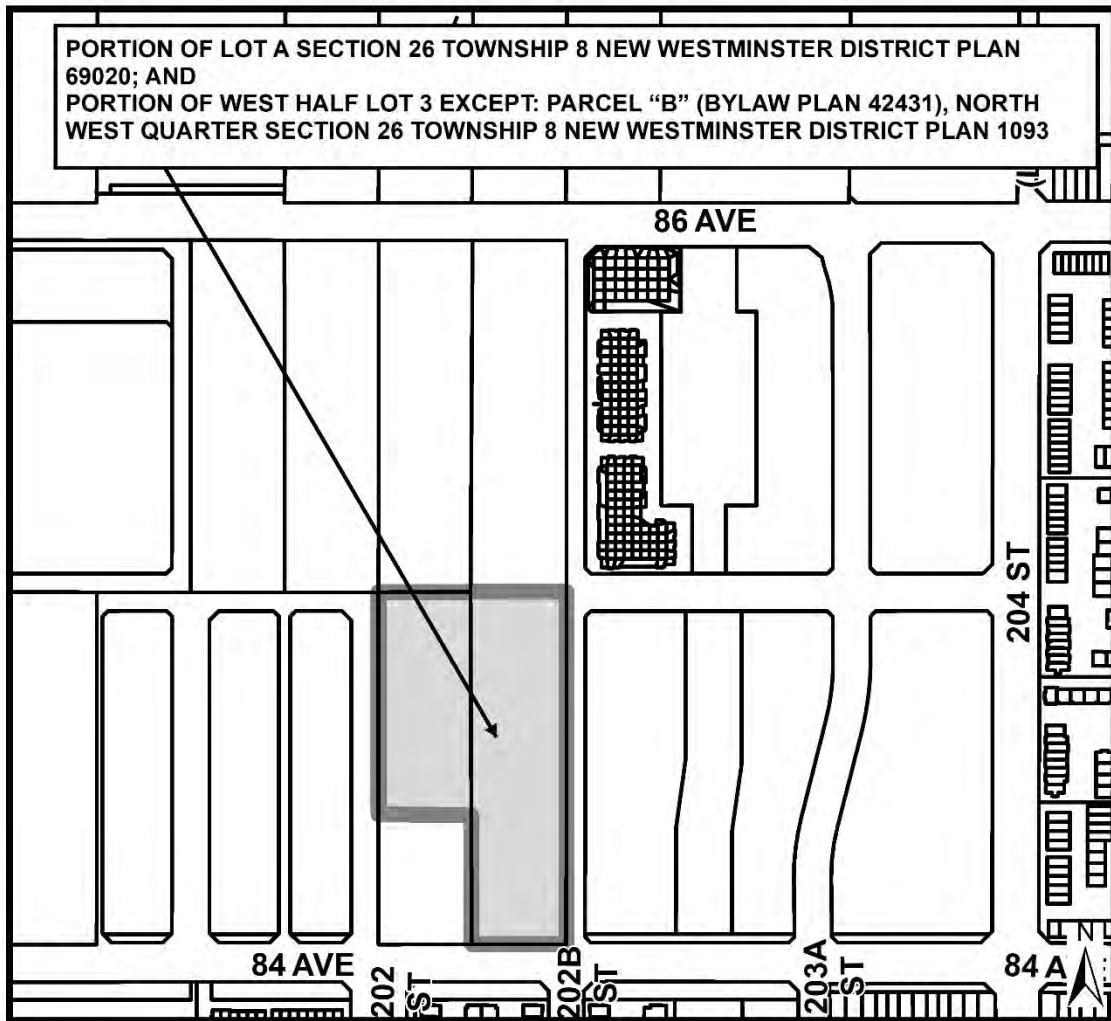
Portion of West Half Lot 3 Except: Parcel “B” (Bylaw Plan 42431), North West Quarter Section 26 Township 8 New Westminster District Plan 1093

as shown delineated on Schedule “A” attached to and forming part of this Bylaw to Comprehensive Development Zone CD-166

READ A FIRST TIME the	day of	, 2021
READ A SECOND TIME the	day of	, 2021
PUBLIC HEARING HELD the	day of	, 2021
READ A THIRD TIME the	day of	, 2021
RECEIVED THE APPROVAL OF THE MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE the	day of	, 2021
ADOPTED the	day of	, 2021

_____ Mayor _____ Township Clerk

SCHEDULE 'A' BYLAW NO. 5740



THE CORPORATION OF THE TOWNSHIP OF LANGLEY

TOWNSHIP OF LANGLEY HOUSING AGREEMENT

(1103555 B.C. LTD.) BYLAW 2021 NO. 5754

EXPLANATORY NOTE

Bylaw 2021 No. 5754 authorizes the Township of Langley to enter into a Housing Agreement with 1103555 B.C. Ltd. to secure 220 rental units on the subject properties located at 20239 – 84 Avenue and 20264 – 86 Avenue.

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

**TOWNSHIP OF LANGLEY HOUSING AGREEMENT
(1103555 B.C. LTD.) BYLAW 2021 NO. 5754**

WHEREAS Section 483 of the Local Government Act provides that Council may enter into a housing agreement with an owner which may include terms and conditions agreed to regarding the occupancy of the housing units identified in the Agreement; and

WHEREAS Council wishes to enter into such an agreement with respect to certain housing units located in the Township of Langley;

NOW THEREFORE the Council 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 Housing Agreement (1103555 B.C. Ltd.) Bylaw 2021 No. 5754".
2. The Council of the Township of Langley hereby authorizes the Corporation of the Township of Langley to enter into an Agreement with 1103555 B.C. Ltd. as set out in Schedule "A", attached hereto and forming part of the bylaw (the "Agreement").
3. The lands identified in the Agreement are legally described as:

Lot A Section 26 Township 8 New Westminster District Plan 69020
PID: 001-636-910

Portion of West Half Lot 3 Except: Parcel "B" (Bylaw Plan 42431), North West Quarter Section 26 Township 8 New Westminster District Plan 1093
PID: 006-879-128
4. Upon execution of the Agreement by the Township Clerk this Agreement shall be validly entered into as authorized by this Bylaw.
5. The Township Clerk is authorized to sign and file in the Land Title Office notices of the Agreement as required by the Local Government Act.

READ A FIRST TIME the	day of	, 2021.
READ A SECOND TIME the	day of	, 2021.
READ A THIRD TIME the	day of	, 2022.
ADOPTED the	day of	, 2022.

	Mayor		Township Clerk
--	-------	--	----------------

HOUSING AGREEMENT/SECTION 219 COVENANT

THIS AGREEMENT dated for reference the day of , 2022 affects:

Parcel Identifier:

(“Lands”)

AND IS BETWEEN:

1103555 B.C. Ltd (Incorporation No, 1103555), 11773 156th Street, Edmonton Alberta
T5M 3N4

(the “Owner”)

AND:

THE CORPORATION OF THE TOWNSHIP OF LANGLEY, a municipal corporation duly incorporated under the *Local Government Act* of British Columbia, as amended from time to time, having offices at 20338 - 65 Avenue, Langley, British Columbia V2Y 3J1

(the “Township”)

GIVEN THAT:

- A. The Owner is the registered owner of the Lands and an application has been made to the Township to rezone the Lands to permit the construction of a two hundred and twenty (220) unit rental residential development in two Buildings;
- B. The Township may, pursuant to subsection 483(1) of the *Local Government Act* of British Columbia, as amended from time to time (the “Local Government Act”), enter into an agreement with an owner of land that includes terms and conditions regarding the occupancy, tenure, availability of Rental Housing Units, as well as regarding rents and lease, sale or share prices that may be charged, and the rates at which these may be increased over time;
- C. The Owner and the Township wish to enter into this Agreement to provide for housing on the terms and conditions set out in this Agreement, and this Agreement is both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 483 of the *Local Government Act*; and
- D. The Council of the Township of Langley has enacted a bylaw under section 483 of the *Local Government Act* to enter into this Agreement.

In consideration of good and valuable consideration (the receipt and sufficiency of which is acknowledged by both parties), and in consideration of the promises exchanged below, the Owner and the Township covenant and agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions - In this Agreement, the following words have the following meanings:

“Agreement” means this rental housing agreement together with the General Instrument and all schedules attached hereto;

“Buildings” means collectively the two buildings to be built on the Lands, which Buildings will contain Rental Housing Units as contemplated by the Development Authorization, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the Term, and required for the purposes of, any construction contemplated by the Development Authorization;

“Community Amenity Contributions” means amenity contributions by the developer provided as part of a rezoning process in accordance with Township of Langley Policy 07-166;

“Development” means the design and construction of a two hundred and twenty (220) Rental Housing Units on the Lands in the two Buildings;

“Development Cost Charge” means a development cost charge payable pursuant to Langley Development Cost Charges Bylaw 2020, No. 5555 or as amended;;

“Development Authorization” means the rezoning of the Lands and the Development Permit(s), the Building Permit(s) to be issued by the Township authorizing development of the Lands, or any portion thereof;

“General Instrument” means the *Form C under the Land Title (Transfer Forms) Regulation*, as amended, and all schedules and addenda to the Form C charging the Lands;

“Interpretation Act” means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;

“Land Title Act” means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;

“Lands” means the land described in Item 2 of the General Instrument and any part, including the Buildings or any portion of the Buildings, into which the Lands are Subdivided;

“Local Government Act” means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;

“LTO” means the Land Title Office or its successor;

“Owner” means **1103555 B.C. Ltd** (Incorporation No, 1103555), being the Transferor described in Item 5 of the General Instrument, and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of the Rental Housing Units from time to time;

“Real Estate Development Marketing Act” means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;

“Related Person” means, where the registered or beneficial Owner of the Rental Housing Units, is:

a corporation (as such term is defined in the *Business Corporations Act* (British Columbia)), then a Related Person is:

(A) an officer, director, or shareholder of such Owner or of another entity which is a shareholder of such Owner; or

(B) the spouse, parent, child, sibling, niece, or nephew of any such officer, director or shareholder; or

an individual, then a Related Person is the spouse, parent, child, sibling, niece, or nephew of such individual;

“Rental Housing” means a Rental Housing Unit which is not occupied by the Owner or by a Related Person, but which is made available by such Owner to the general public, at arms-length, for use as rental accommodation on a month-to-month or longer basis in accordance with this Agreement, for rental residential accommodation and any and all laws applicable thereto, including, without limitation, *Residential Tenancy Act* and human rights legislation in British Columbia;

“Rental Housing Unit” means each of the two hundred and twenty (220) residential dwelling units located, or to be constructed, on the Lands and used solely for the purpose of Rental Housing in accordance with this Agreement and **“Rental Housing Units”** means all two hundred and twenty residential dwelling units forming the Development;

“Residential Tenancy Act” means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;

“Strata Property Act” means *Strata Property Act* S.B.C. 1998, Chapter 43 together with all amendments thereto and replacements thereof;

“Subdivide” means to divide, apportion, consolidate, or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions, or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization, or development of “cooperative interests” or “shared interest in land” as defined in the *Real Estate Development Marketing Act*;

“Tenancy Agreement” means a tenancy agreement, lease, licence, or other agreement granting rights to occupy a Rental Housing Unit;

“Tenant” means an occupant of a Rental Housing Unit by way of a Tenancy Agreement;

“Term” means the term of this Agreement being Twenty years (20) from the date of the last occupancy permit being issued for the Buildings that contains the Rental Housing Units;

“Township” means The Corporation of the Township of Langley or any employee, contractor, agent, delegate, or assignee designated by Township Council to act on its behalf with respect to this Agreement or any rights or powers granted to the Township hereunder; and

“Zoning Bylaw” means Township of Langley Zoning Bylaw 1987 No. 2500, as amended or replaced from time to time.

1.2 Interpretation - In this Agreement:

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;

- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replace, unless otherwise expressly provided;
- (f) the provisions of section 25 of the *Interpretation Act* of British Columbia, as amended from time, with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;
- (i) reference to a “party” is a reference to a party to this Agreement and to that party’s respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a “party” also includes agents, officers, and invitees of the party;
- (j) reference to a “day”, “month”, “quarter”, or “year” is a reference to a calendar day, calendar month, calendar quarter, or calendar year, as the case ay be, unless otherwise expressly provided; and
- (k) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”.

1.3 Purpose of Agreement - The Owner and the Township agree that this Agreement is intended to service the public interest by:

- (a) restricting occupancy of the Rental Housing Units to Tenants; and
- (b) ensuring that all Rental Housing Units are at all times, save and except for brief vacancy periods between incoming and outgoing Tenants, including routine repairs between tenancies, used for Rental Housing.

ARTICLE 2 USE OF LAND

2.1 Land Use Restrictions - The Owner covenants and agrees with the Township that:

- (a) the Development and the Lands must be developed, used and occupied only in strict accordance with this Agreement;
- (b) the Owner will at all times ensure that the Lands are used and occupied in compliance with all statutes, laws, regulations, and orders of any authority having jurisdiction and without limiting the generality of the foregoing all bylaws of the Township and all federal, provincial, municipal, or local laws, statutes or regulations relating to environmental matters, including all rules, regulations, policies, guidelines, criteria, or the like promulgated under or pursuant to any such laws;
- (c) the Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement will be registered against title to the Lands as a Section 219 Covenant and that a notice under subsection 483(5) of the *Local Government Act* will be filed on the title to the Lands at the LTO;
- (d) it will pay all applicable Development Cost Charges and Community Amenity Contributions;
- (e) the Lands, may be Subdivided into two strata lots, with each strata lot contain one of the two Buildings; and
- (f) subject to Section 2.1(e), the Lands will not be further Subdivided during the Term.

ARTICLE 3 GENERAL TENANCY RESTRICTIONS

3.1 The Owner covenant and agrees with the Township in respect of the use of the Lands and any Rental Housing Unit on, or to be constructed on, the Lands that:

- (a) the Lands will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) during the Term, it will not allow any Rental Housing Unit to be used, except as Rental Housing pursuant to a Tenancy Agreement;
- (c) it hereby authorizes the Township to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement. If such inquiries require disclosure of any documentation in respect of the Development,

Buildings, Tenancy Agreements, then the Owner will provide such information upon not less than 5 Business Days' prior written request;

- (d) the Rental Housing Units must be designed and constructed in accordance with the Development Authorizations;
- (e) parking stalls will be constructed in accordance with the Zoning Bylaw; and
- (f) it will keep and maintain or cause to be kept and maintained, the Buildings and the Rental Housing Units and all parts thereof in good repair and in a safe, clean, neat, and tidy condition, reasonable wear and tear, excepted, and will insure, or cause to be insured, the Rental Housing Units to the full replacement cost, or such lower threshold as is permitted under the *Strata Property Act*, against perils normally insured against by strata corporations and owners of similar property in the Township of Langley by reasonable and prudent owners of similar residential units, buildings, and lands.

3.2 The Owner covenants and agrees with the Township that the Owner will not:

- (a) be issued with a Development Authorization unless the Development Authorization includes the Rental Housing Units;
- (b) occupy, or permit any person to occupy any Rental Housing Units, in part or in whole, constructed on the Lands and the Township will not be obligated to permit occupancy of any Rental Housing Units constructed in the Buildings until all of the following conditions are satisfied:
 - the Rental Housing Units have been constructed in accordance with the Development Authorizations;
 - the Rental Housing Units have received final building permit inspection granting occupancy; and
 - the Owner is not in breach of any its obligations under this Agreement or any other agreement between the Township and the Owner in connection with the construction of the Rental Housing Units.

3.3 The Owner must not rent, lease, license, or otherwise permit occupancy of any Rental Housing Unit except to a Tenant and except in accordance with the following additional conditions, provided in each case that none of such terms and conditions are expressly prohibited under the *Residential Tenancy Act*, or determined by the Residential Tenancy Branch (or delegated authority) or any court of competent jurisdiction to be unenforceable or impermissible:

- (a) the Rental Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
 - (b) no Rentable Housing Unit shall be rented on less than a thirty (30) days rental period, whatsoever; and
 - (c) rent for the Rental Housing Units shall be market rent as determined by the Owner, provided that Rent may be increased by the Owner each year by the maximum allowable rent increase permitted under the Residential Tenancy Act.
- 3.4 The Owner will not demolish any Rental Housing Unit unless the Owner first obtains a demolition permit from the Township. The Township shall provide a demolition permit to the Owner in the following circumstances:
- (a) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that it is no longer reasonable or practical to repair or replace any structural component of the Rental Housing Unit, and the Owner has delivered to the Township a copy of the engineer's or architect's report; or
 - (b) the Buildings in which a Rental Housing Unit is located is damaged or destroyed, to the extent of 40% or more of its value above its foundations, as determined by the Township, in its sole discretion based on the written opinion of a professional engineer or architect who is at arm's length to the Owner.
- 3.5 Should a demolition permit be issued in accordance with section 3.4, the Lands shall not be redeveloped unless such redevelopment includes the provision of not less than the number of Rental Housing Units that were demolished.
- 3.6 Management and Long-Term Maintenance - The Owner covenants and agrees with the Township that, in order to ensure the long-term maintenance of the Rental Housing Units, it will furnish good and efficient management of the Rental Housing Units and will permit representatives of the Township to inspect the Rental Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees with the Township that it will maintain the Rental Housing Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands.
- 3.7 Statutory Declaration – The Owner further covenant and agrees with the Township that upon a request of the Township, it shall execute Statutory Declaration(s) in the form set out in Schedule “B” confirming that each Rental Housing Units is occupied by a Tenant.

ARTICLE 4 STRATA CORPORATION BYLAWS

- 4.1 This Agreement will be binding upon all strata corporations (“Strata Corporations”) created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.

Any Strata Corporation bylaw which prevents, restricts, or abridges the right to use the Rental Housing Units as Rental Housing will have no force and effect.

No Strata Corporation shall pass any bylaws preventing, restricting, or abridging the use of the Rental Housing Units as Rental Housing.

No Strata Corporation shall pass any bylaw which purports to restrict access to Tenants to all common property, or other common areas, facilities, and indoor and outdoor amenities, regardless of whether the Lands are Subdivided or stratified.

- 4.5 Rental housing - The Owner covenants and agrees with the Township that despite any Strata Corporation bylaw or bylaws to the contrary, each and every Rental Housing Unit on, or to be constructed on the Lands, must always be:

- (a) available for Rental Housing; and
- (b) rented to and occupied by a Tenant, save and except for brief vacancy periods between incoming and outgoing Tenants, including routine repairs between tenancies.

ARTICLE 5 ADMINISTRATION OF THIS AGREEMENT/ DEFAULT AND REMEDIES

- 5.1 Township to Administer - Except as otherwise provided in this Agreement, the Township may monitor, administer, enforce, and implement the terms of this Agreement.

- 5.2 Township Inquiries – To the extent that such authorization will not cause the Owner to be in contravention of any applicable privacy and protection legislation, the Owner hereby irrevocably authorizes the Township make such inquiries as it considers necessary with the Owner, any strata corporation, or otherwise in order to confirm that the Owner and any occupiers of any part of the Lands are complying with this Agreement, and irrevocably authorizes and directs the recipient of the request for information from the Township to provide such information to the Township within not more than 5 business days.

5.3 Specific Performance – The Owner acknowledges and agrees with the Township that:

- (a) damages are not an adequate remedy to the Township in respect of any breach of this Agreement by the Owner;
- (b) specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement and that the Township is entitled to obtain an order for specific performance of this Agreement and a prohibitory or mandatory injunction in respect of any breach by the Owner of this Agreement and shall also be entitled to its legal costs on a solicitor and client basis;
- (c) it is entering into this Agreement to benefit the public interest in making the rental accommodation for residents available;
- (d) that the Township's rights and remedies under this Agreement are necessary to ensure that this purpose is carried out; and
- (e) the Township's rights and remedies under this Agreement are fair and reasonable and ought not to be construed as a penalty or forfeiture.

5.4 Cumulative Remedies - No reference to nor exercise of any specific right or remedy under this Agreement or at law or at equity by any party will prejudice, limit or preclude the Township from exercising any other right or remedy. No right or remedy will be exclusive or dependent upon any other right to remedy, but any party, from time to time, may exercise any one or more of such rights or remedies independently, successively, or in combination.

5.5 The Owner acknowledges that the Township requires the Rental Housing Units are provided for the benefit of the community. The Owner therefore agrees that for each day the Land is occupied in breach of this Agreement, the Owner must pay the Township \$100.00 (the “**Daily Amount**”) as liquidated damages and not as a penalty, due and payable at the offices of the Township on the last day of the calendar month in which the breach occurred. The Daily Amount is increased on January 1 of each year by the amount calculated by multiplying the Daily Amount as of the previous January 1 by the percentage increase between that previous January 1 and the immediately preceding December 31 in the Consumer Price Index. The Owner agrees that payment may be enforced by the Township in a court of competent jurisdiction as a contract debt or by adding the amount to taxes for the Lands as taxes in arrears.

- 5.6 Rent Charge - By this section, the Owner grants to the Township a rent charge under section 219 of the *Land Title Act*, and at common law, securing payment by the Owner to the Township of the Daily Amount as described in section 5.5. The Township agrees that enforcement of the rent charge granted by this section is suspended until the date that is thirty (30) days after the date on which any amount due under section 5.5 is due and payable to the Township in accordance with section 5.5. The Township may enforce the rent charge granted by this section by an action for an order for sale or by proceedings for the appointment of a receiver.

ARTICLE 6 SECTION 219 COVENANT

- 6.1 Agreement Constitutes Section 219 Covenant - The Owner agrees, pursuant to section 219 of the *Land Title Act*, that:
- (a) the terms and conditions of this Agreement constitute a covenant in respect of the use and occupancy of the Lands and annexed to and running with the Lands; and
 - (b) the Township may register this Agreement in the LTO against title to the Lands or any Rental Housing Unit as a covenant pursuant to section 219 of the *Land Title Act*.

ARTICLE 7 MISCELLANEOUS

- 7.1 Housing Agreement - The Owner acknowledges and agrees that:
- (a) this Agreement constitutes a Housing Agreement entered into under section 483 of the *Local Government Act*; and
 - (b) the Township may register a notice of Housing Agreement under section 483 of the *Local Government Act* in the LTO against title to the Lands or any Housing Unit.
- 7.2 Modification - This Agreement may be modified or amended from time to time, by bylaw duly passed by the Council of the Township, and provided the amended Agreement is signed by the Township and the Owner.
- 7.3 Indemnity - The Owner will indemnify and save harmless the Township and each of its elected officials, officers, directors and agents, and their heirs, executors, administrators, personal representatives, successors, and assigns, from and against all claims, demands, actions, loss, damage, costs, and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:

- (a) any act or omission of the Owner or its officers, directors, agents, contractors, or other person for whom at law the Owner is responsible relating to this Agreement;
- (b) the Owner's construction maintenance, ownership, lease, operation, management, or financing of the Lands or any Rental Housing Unit; and
- (c) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

7.4 Release - The Owner by this Agreement releases and forever discharges the Township and each of its elected officials, officers, directors, and agents, and its and their heirs, executors, administrators, personal representatives, successors, and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of or which would or could not occur but for the:

- (a) ownership, lease, operation, or management of the Lands or any Rental Housing Unit under this Agreement; and
- (b) the exercise by the Township of any of its rights under this Agreement or an enactment.

7.5 Municipalities Powers Unaffected - This Agreement does not:

- (a) affect or limit the discretion, rights, duties, or powers of the Township under any enactment or at common law, including in relation to the use or subdivision of the Lands;
- (b) impose on the Township any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
- (c) affect or limit any enactment relating to the use or subdivision of the Lands; or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.

7.6 Agreement for Benefit of Township Only - The Owner and the Township agree that:

- (a) this Agreement is entered into only for the benefit of the Township;
- (b) this Agreement is not intended to protect the interests of the Owner, any Tenant or any future owner, lessee, occupier, or user of the Lands, the Rental Housing Units, or any portion thereof;

- (c) the Township may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so and without obtaining the consent of the Owner; and
- (d) upon expiry of this Agreement, the Township at the written request of the Owner, will execute a release and discharge of the agreement at the cost of the Owner.

7.7 No Public Law Duty - Where the Township is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the Township is under no public law duty of fairness or natural justice in that regard and agrees that the Township may do any of those things in the same manner as if it were a private party and not a public body.

7.8 Notice - Any notice required to be serviced or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered to the postal address of the Owner set out in the records at the LTO, and in the case of the Township addressed:

To: Township of Langley
General Manager of Engineering and Community Development
20338 - 65 Avenue,
Langley, British Columbia V2Y 3J1

or to the most recent postal address provided in a written notice given by each of the parties to the other or recorded on title at the LTO. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery.

- 7.9 Enuring Effect - This Agreement will extend to and be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 7.10 Severability - If any provision of this Agreement is found to be invalid or unenforceable, such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect.
- 7.11 Waiver - All remedies of the Township will be cumulative and may be exercised by the Township in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the Township exercising any or all remedies will not prevent the later exercise of any remedy for the same breach of any similar or different breach.
- 7.12 Sole Agreement - This Agreement, and any documents signed by the Owners contemplated by this Agreement, represent the whole agreement between the Township and the Owner respecting the use and occupation of the Rental Housing Units, and there are no warranties,

representation, conditions, or collateral agreements made by the Township except as set forth in this Agreement.

- 7.13 Further Assurance - Upon request by the Township, the Owner will forthwith do such acts and execute such documents as may be reasonably necessary, in the opinion of the Township, to give effect to this Agreement.
- 7.14 Covenant Runs with the Lands - This Agreement burdens and runs with the Lands and every parcel into which it may be subdivided. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors, and assigns, and all persons who after the date of this Agreement acquire an interest in the Lands.
- 7.15 Limitation on Owner's Obligations - The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands.
- 7.16 Equitable Remedies - The Owner acknowledges and agrees that damages would be an inadequate remedy for the Township for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
- 7.17 No Joint Venture - Nothing in this Agreement will constitute the Owner as the agent, joint venture, or partner of the Township or give the Owner any authority to bind the Township in any way.
- 7.18 Applicable Law - Unless the context otherwise requires, the laws of British Columbia will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia.
- 7.19 Deed and Contract - By executing and delivering this Agreement, the Owner intends to create both a contract and a deed executed and delivered under seal.
- 7.20 Sale of Lands and the Rental Housing Units - The Owner may sell or transfer the Buildings individually or together but will not sell one of more Rental Housings Units in either Building separately in a single or related series of transactions with the result that when the purchaser or transferee of the Rental Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of less than all of the Rental Housing Units in one or both of the Buildings..
- 7.21 Term and Discharge - This Agreement, including the Rent Charge, shall expire and become null and void on the expiration of the Term. On or after the last day of the Term, the Owner may submit a discharge of this Agreement and cancellation of the notice of this Agreement filed in the LTO pursuant to section 483 of the *Local Government Act* to the Township and the

Townshipshall, within a reasonable period of time after request by the Owner, execute and deliver to the Owner such discharge of this Agreement and cancellation of the notice.

THE TERMS AND CONDITIONS UPON WHICH THIS HOUSING AGREEMENT/SECTION 219 COVENANT ARE ISSUED ARE HEREBY ACKNOWLEDGED AND AGREED TO BY:

1103555 B.C. Ltd , by its authorized signatory:

Signature

Print Name

THE CORPORATION OF THE TOWNSHIP OF LANGLEY , by its authorized signatory:

Signature

Print Name

SCHEDULE “B”
STATUTORY DECLARATION

**HOUSING AGREEMENT BETWEEN
THE CORPORATION OF THE TOWNSHIP OF LANGLEY
AND**

[INSERT NAME OF OWNER]

(the “**Housing Agreement**”)

TO WITNESS:

I, _____ of _____, British
Columbia,
[Print name] [Address]

DO SOLEMNLY DECLARE THAT:

1. This declaration is made with respect to the Lands municipally described as _____, Langley, British Columbia and legally described as PID: _____
(the “**Lands**”).
2. I am the owner of the Lands and the Rental Housing Units constructed on the Lands and make this declaration to the best of my personal knowledge and believe the statements in this declaration are true.
3. I confirm that all Rental Housing Units are rented to a Tenant.
4. This declaration is made pursuant to the Housing Agreement registered against title to the Lands.
5. I have received and reviewed a copy of the Housing Agreement and acknowledge that the terms and definitions in the Housing Agreement apply to this statutory declaration.
6. I agree to comply with the Owner’s obligations under the Housing Agreement and other charges in favour of the Township registered in the Land Title Office against the Lands for so long as I am the Owner of the Lands.
7. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

DECLARED BEFORE ME AT _____)
_____ THIS _____)

____ DAY OF _____, 20____)
)
)
)
)

Print name:

A commissioner of oaths for the)
 the Province of British Columbia)
 [Affix Commissioner's stamp or seal]
)
)
)
)

DECLARANT

NOTE: A false declaration may result in a fine of up to \$2000.00, up to six months' imprisonment, or both.