

WHISTLER

AGENDA

**PUBLIC HEARING OF MUNICIPAL COUNCIL
TUESDAY, FEBRUARY 20, 2018 STARTING AT 6:00 P.M.**

**Franz Wilhelmsen Theatre at Maury Young Arts Centre
4335 Blackcomb Way, Whistler, BC V0N 1B4**

This Public Hearing is convened pursuant to section 464 of the *Local Government Act* to allow the public to make representations to Council respecting matters contained in "Land Use Contract Termination Bylaw (Brio) No. 2169, 2018" (the "proposed Bylaw").

Everyone present shall be given a reasonable opportunity to be heard or to present written submissions respecting matters contained in the proposed Bylaw. No one will be discouraged or prevented from making their views known. However, it is important that remarks be restricted to matters contained in the proposed Bylaw.

When speaking, please commence your remarks by clearly stating your name and address.

Members of Council may ask questions following presentations; however, the function of Council at a Public Hearing is to listen rather than to debate the merits of the proposed Bylaw.

Land Use Contract
Termination Bylaw
(Brio) No. 2169, 2018

PURPOSE OF LAND USE CONTRACT TERMINATION BYLAW (BRIO) NO. 2169, 2018

As stated in the Notice of Public Hearing, the purpose of the "Land Use Contract Termination Bylaw (Brio) No. 2169, 2018" is to:

1. Rezone 3104 and 3306 Panorama Ridge and 3003 and 3001 Brio Entrance to Two Family Residential One (RT1);
2. Rezone 3401, 3381, 3373, and 3301 Panorama Ridge; 3006 Brio Entrance; 3258 and 3274 Arbutus Drive; 3242 Juniper Place; and 3121 Hawthorne Place to Single Family Residential One (RS1); and
3. Terminate the Brio Land Use Contract.

Submissions from the
Public

Submissions by any persons concerning the proposed Bylaw.

Correspondence

Receipt of correspondence or items concerning the proposed Bylaw.

MOTION TO CLOSE THE PUBLIC HEARING

PUBLIC HEARING DOCUMENT INDEX

Land Use Contract Termination Bylaw (Brio) No. 2169, 2018		
Document Type	Date	Details
Public Hearing Document Index		
Notice of Public Hearing		Notice of Public Hearing (scheduled for February 20, 2018).
Proposed Bylaw	February 6, 2018	Land Use Contract Termination Bylaw (Brio) No. 2169, 2018
Council Report 18-015	February 6, 2018	Administrative Report to Council requesting consideration of first and second readings for proposed Land Use Contract Termination Bylaw (Brio) No. 2169, 2018 and permission to schedule a Public Hearing
Presentation Slides	February 6, 2018	Presentation slides for Report to Council
Council Minutes	February 6, 2018	Minutes of the Regular Meeting of Council of February 6, 2018
Correspondence		Correspondence will be added to the Package as it is received



THE RESORT MUNICIPALITY OF WHISTLER
4325 Blackcomb Way TEL 604 932 5535
Whistler, BC Canada V0N 1B4 TF 1 866 932 5535
www.whistler.ca FAX 604 932 8109

NOTICE OF PUBLIC HEARING

TUESDAY, FEBRUARY 20, 2018 – 6:00 P.M.

MAURY YOUNG ARTS CENTRE (formerly MILLENNIUM PLACE)
Franz Wilhelmsen Theatre, 4335 Blackcomb Way, Whistler BC

Land Use Contract Termination Bylaw (Brio) No. 2169, 2018

SUBJECT LANDS: 3401, 3381, 3373, 3301, 3104 and 3306 Panorama Ridge; 3006, 3003 and 3001 Brio Entrance; 3258 and 3274 Arbutus Drive; 3242 Juniper Place; and 3121 Hawthorne Place.

More specifically these lands are described as:

PLAN VAP17791 BLOCK L LOT 1 DISTRICT LOT 4750 NEW WESTMINSTER DISTRICT GROUP 1. PID 007-256-400;

PLAN VAS907 LOT 2 DISTRICT LOT 4750 NEW WESTMINSTER DISTRICT GROUP 1, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1 OR V, AS APPROPRIATE. PID 006-190-898;

PLAN VAP17377 BLOCK J LOT 6 DISTRICT LOT 4750 GROUP 1 PID 005-516-846;

PLAN VAS907 LOT 1 DISTRICT LOT 4750 NEW WESTMINSTER DISTRICT GROUP 1, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1 OR V, AS APPROPRIATE. PID 004-911-717;

PLAN VAP17377 BLOCK J LOT 10 DISTRICT LOT 4750 GROUP 1 PID 004-583-183;

PLAN VAP17791 BLOCK M LOT 2 DISTRICT LOT 4750 NEW WESTMINSTER DISTRICT GROUP 1. PID 002-626-161;

PLAN VAP17377 BLOCK I LOT 19 DISTRICT LOT 4750 GROUP 1 PID 002-591-138;

PLAN VAP17791 BLOCK M LOT 15 DISTRICT LOT 4750 NEW WESTMINSTER DISTRICT PID 007-256-043;

PLAN VAP17791 BLOCK M LOT 17 DISTRICT LOT 4750 NEW WESTMINSTER DISTRICT GROUP 1. PID 007-256-060;

PLAN VAP17791 BLOCK M LOT 22 DISTRICT LOT 4750 GROUP 1 PID 007-256-248;

PLAN VAP17377 BLOCK I LOT 15 DISTRICT LOT 4750 GROUP 1 PID 007-286-325;

PLAN VAS1341 LOT 1 DISTRICT LOT 4750 NEW WESTMINSTER DISTRICT GROUP 1, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1 OR V, AS APPROPRIATE. PID 006-529-321;

PLAN VAS1341 LOT 2 DISTRICT LOT 4750 NEW WESTMINSTER DISTRICT GROUP 1, TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1 OR V, AS APPROPRIATE. PID 002-546-141;

and as shown on the map attached to this notice.

PURPOSE:

In general terms, the purpose of the proposed Bylaw is to:

1. Rezone 3104 and 3306 Panorama Ridge and 3003 and 3001 Brio Entrance to Two Family Residential One (RT1);
2. Rezone 3401, 3381, 3373, and 3301 Panorama Ridge; 3006 Brio Entrance; 3258 and 3274 Arbutus Drive; 3242 Juniper Place; and 3121 Hawthorne Place to Single Family Residential One (RS1); and
3. Terminate the Brio Land Use Contract.

INSPECTION OF DOCUMENTS:

A copy of the proposed Bylaw and relevant background documentation including a copy of Land Use Contract Termination Bylaw (Brio) No. 2169, 2018 may be inspected at the Reception Desk of Municipal Hall at 4325 Blackcomb Way, Whistler, BC, during regular office hours of 8:00 a.m. to 4:30 p.m., from Monday to Friday from Thursday, February 8, 2018 to Tuesday, February 20, 2018 inclusive (statutory holidays excluded).

PUBLIC PARTICIPATION:

All persons, who believe their interest in the property is affected by the proposed Bylaw, will be afforded a reasonable opportunity to be heard by Council at the Public Hearing.

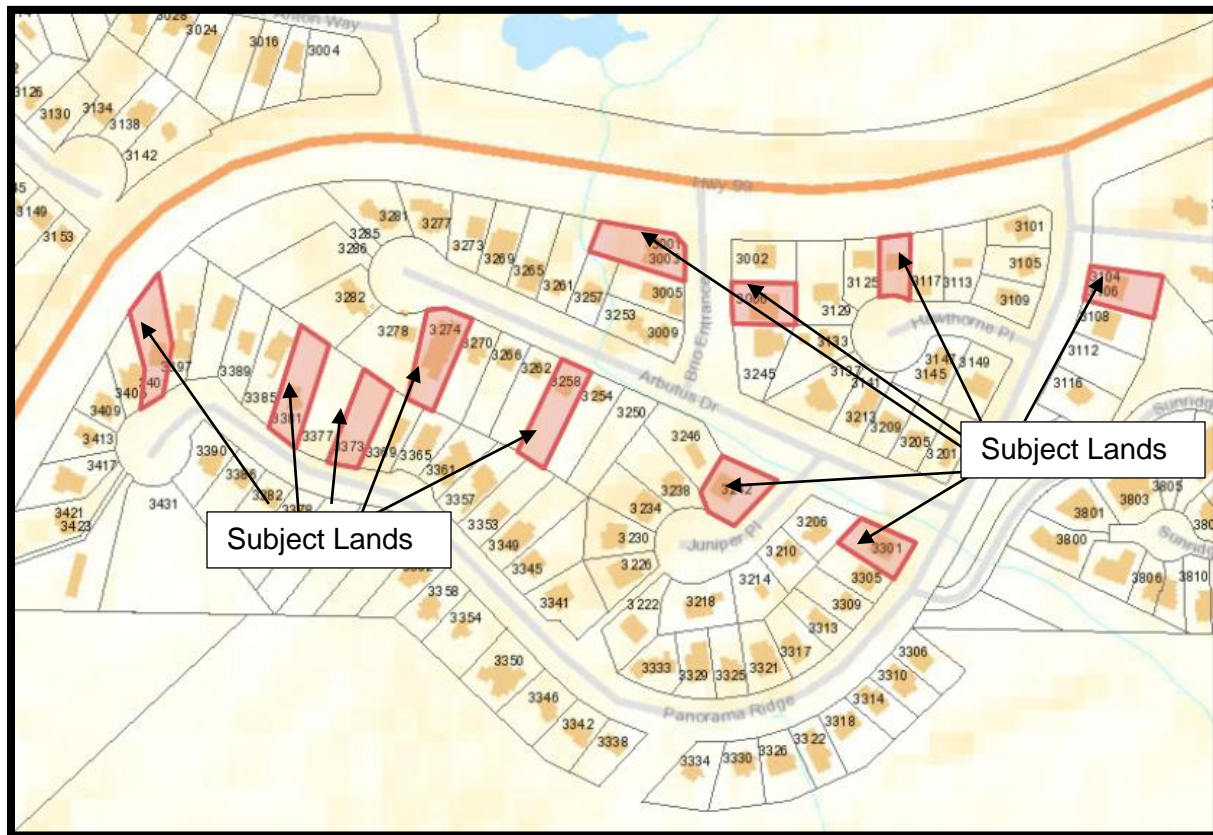
Written comments must be addressed to "Mayor and Council", and may be submitted prior to the public hearing (by 4:30 p.m. on February 20th 2018):

Email: corporate@whistler.ca
Fax: 604-935-8109
Hard Copy: Legislative Services Department
4325 Blackcomb Way
Whistler BC V0N 1B4

Submissions received for the proposed Bylaw will be included in the information package for Council's consideration, which will also be available on our website at www.whistler.ca with other associated information.

At the conclusion of this Public Hearing, no further information on this topic can be considered by Council.

Land Use Contract Termination Bylaw (Brio) No. 2169, 2018
SUBJECT LANDS – Lands Currently Subject to the Brio Land Use Contract, Whistler, BC



RESORT MUNICIPALITY OF WHISTLER

LAND USE CONTRACT TERMINATION BYLAW (BRIO) NO. 2169, 2018

**A BYLAW TO TERMINATE A LAND USE CONTRACT AND AMEND THE RESORT MUNICIPALITY
OF WHISTLER ZONING AND PARKING BYLAW NO. 303, 2015**

WHEREAS the Council may, by bylaw, terminate a land use contract; and

WHEREAS the Council must not adopt a bylaw to terminate a land use contract unless it has adopted a zoning bylaw that will apply to the land on the date the termination bylaw comes into force; and

WHEREAS the Council may in a zoning bylaw pursuant to the *Local Government Act*, divide all or part of the area of the Municipality into zones, name each zone and establish the boundaries of the zone;

NOW THEREFORE the Council of the Resort Municipality of Whistler, in open meeting assembled,
ENACTS AS FOLLOWS:

1. This Bylaw may be cited for all purposes as “Land Use Contract Termination Bylaw (Brio) No. 2169, 2018”.
2. Part 24 Schedule “A” to Zoning and Parking Bylaw No. 303, 2015 is amended by assigning the Single Family Residential One (RS1) designation to the parcels identified on Schedule 1 to this bylaw, and by assigning the Two Family Residential One (RT1) designation to the parcels identified in Schedule 2 to this bylaw.
3. The Land Use Contract registered in the Land Title Office under charge No. F56921 (the “Land Use Contract”) is terminated.
4. The Municipal Clerk shall notify:
 - 4.1 the Land Title Office in accordance with section 548 of the *Local Government Act*; and,
 - 4.2 owners of land subject to the Land Use Contract in accordance with section 549 of the *Local Government Act*.
5. This bylaw comes into force one year after the date the bylaw is adopted.

Given FIRST and SECOND READINGS this __ day of ____, 2018.

Pursuant to Section 464 of the *Local Government Act*, a Public Hearing was held this __ day of ____, 2018.

Given THIRD READING this __ day of ____, 2018

Land Use Contract Termination Bylaw (Brio) No. 2169, 2018

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Approved by the Minister of Transportation and Infrastructure this ___ day of _____, 2018.

ADOPTED by the Council this ___ day of _____, 2018.

Nancy Wilhelm-Morden
Mayor

Brooke Browning
Municipal Clerk

I HEREBY CERTIFY that this is a true
copy of "Land Use Contract Termination
Bylaw (Brio) No. 2169, 2018

Brooke Browning
Municipal Clerk

Schedule 1 to Land Use Contract Termination Bylaw (Brio) No. 2169, 2018

Parcels to be zoned RS1 (Single Family Residential One)

Civic Address	PID	Legal Description
3401 Panorama Ridge	007-256-248	Lot 22 Block M District Lot 4750 Plan 17791
3381 Panorama Ridge	007-256-060	Lot 17 Block M District Lot 4750 Plan 17791
3373 Panorama Ridge	007-256-043	Lot 15 Block M District Lot 4750 Plan 17791
3274 Arbutus Drive	007-286-325	Lot 15 Block I District Lot 4750 Plan 17377
3258 Arbutus Drive	002-591-138	Lot 19 Block I District Lot 4750 Plan 17377
3242 Juniper Place	002-626-161	Lot 2 Block M District Lot 4750 Plan 17791
3006 Brio Entrance	004-583-183	Lot 10 Block J District Lot 4750 Plan 17377
3121 Hawthorne Place	005-516-846	Lot 6 Block J District Lot 4750 Plan 17377
3301 Panorama Ridge	007-256-400	Lot 1 Block L District Lot 4750 Plan 17791



Schedule 2 to Land Use Contract Termination Bylaw (Brio) No. 2169, 2018

Parcels to be zoned RT1 (Two Family Residential One)

Civic Address	PID	Legal Description
3001 Brio Entrance	002-546-141	Strata Lot 2 District Lot 4750 Strata Plan VR 1341
3003 Brio Entrance	006-529-321	Strata Lot 1 District Lot 4750 Strata Plan VR 1341
3104 Panorama Ridge	004-911-717	Strata Lot 1 District Lot 4750 Strata Plan VR 907
3106 Panorama Ridge	006-190-898	Strata Lot 2 District Lot 4750 Strata Plan VR 907





REPORT | ADMINISTRATIVE REPORT TO COUNCIL

PRESENTED: February 6, 2018

REPORT: 18-015

FROM: Resort Experience

FILE: LUC007

SUBJECT: LUC007 – BRIO LAND USE CONTRACT TERMINATION

COMMENT/RECOMMENDATION FROM THE CHIEF ADMINISTRATIVE OFFICER

That the recommendation of the General Manager of Resort Experience be endorsed.

RECOMMENDATION

That Council consider giving first and second readings to “Land Use Contract Termination Bylaw (Brio) No. 2169, 2018”; and

That Council authorize staff to schedule a Public Hearing for “Land Use Contract Termination Bylaw (Brio) No. 2169, 2018”, to advertise for the Public Hearing in the Pique Newsmagazine and to deliver notice of the Public Hearing to the owners and tenants of all parcels subject to the Brio Land Use Contract; and

That Council authorize staff, subject to approval of “Land Use Contract Termination Bylaw (Brio) No. 2169, 2018”, to give written notice of termination to the Registrar of Land Titles, pursuant to section 548(6) of the *Local Government Act*; and further

That Council authorize staff, subject to approval of “Land Use Contract Termination Bylaw (Brio) No. 2169, 2018”, to give written notice of termination to all owners subject to the Brio Land Use Contract pursuant to section 549 of the *Local Government Act*.

REFERENCES

Appendix “A” – Subject Property Map

Appendix “B” – Brio Land Use Contract

Appendix “C” – Zoning Amendment Bylaw No. 763, 1989

Appendix “D” – Zoning Bylaw No. 9 R1 and RS1 zone

Appendix “E” – Zoning Bylaw No. 9 R2 and RS2 zone

Appendix “F” – Zoning Bylaw No. 303 RS1 zone

Appendix “G” – Zoning Bylaw No. 303 RT1 zone

Administrative Report No.16-055: Council Report from May 3, 2016 (Not attached)

PURPOSE OF REPORT

This Report recommends that Council consider giving first and second readings to “Land Use Contract Termination Bylaw (Brio) No. 2169, 2018”. The proposed Bylaw will discharge the Brio Land Use Contract and bring into effect zoning for 11 lots zoned RS1 and RT1 under “Zoning and Parking Bylaw No. 303, 2015”. If approved, the Brio Land Use Contract will be discharged and the zoning will take effect one year from the date of adoption of the Bylaw.

DISCUSSION

Background

Land Use Contracts (LUCs) existed as a regulatory tool between 1970 and 1980 and were used in place of zoning and other development bylaws to regulate virtually all aspects of development (land use, siting, infrastructure, amenities, form and character, environmental etc.). LUCs could “lock in” development regulations and could only be amended or discharged by agreement between the Municipality and land owner. LUCs were legislated out of use in the early 1980’s, however LUCs entered into prior to that remained in force.

In May of 2014, the *Local Government Act* was amended to automatically terminate all LUCs on June 30, 2024. The same legislation requires municipalities to zone all lands subject to LUCs by June 30, 2022. The *Local Government Act* now allows unilateral, local government initiated termination of LUCs, provided zoning is in place prior to discharge.

On May 3, 2016, staff provided a report to Council which outlined the new legislation and recommended an approach for early termination of all LUCs in Whistler. Staff recommended terminating one to two LUCs per year. Later, a discharge schedule was developed, with the Alpine Meadows and Brio LUCs being the first scheduled for discharge.

The Brio LUC was enacted in 1978 to authorize a 110 lot subdivision. Originally, the LUC applied to all 110 properties but the majority of these properties were later rezoned and the LUC was discharged from their titles. Today, only 11 lots are subject to the Brio LUC, as shown on the Subject Property Map in Appendix “A”. Two of these properties are duplexes and the remaining nine are single-family dwellings. Zoning Amendment Bylaw No. 763 (Appendix “C”), approved in 1989, amended Zoning Bylaw No. 303 to rezone all the single-family residential properties to RS1 and all the duplex properties to RT1. However, the LUC was never discharged from the 11 parcels. If approved, “Land Use Contract Termination Bylaw (Brio) No. 2169, 2018 will terminate the Brio LUC from the 11 parcels and the RS1 and RT1 zoning will take effect.

The Brio LUC has a number of requirements which are summarized below:

1. Infrastructure: The LUC requires the construction of infrastructure (specifically a water system, sewer system, and “highways”) in conjunction with the original subdivision. There are also companion clauses relating to the timeframe of completion, deposits, and the provision of as-built drawings. These regulations are no longer relevant as this infrastructure has been completed.
2. Subdivision and development: The LUC contains clauses related to the registration of subdivision plans, the phasing of development and requirements to obtain municipal permits. These events have already occurred, or are required by other bylaws and therefore these clauses are no longer relevant.
3. Fees and Taxes: The LUC requires payment of impost fees and taxes. Staff believe these fees have been paid and therefore these clauses are no longer relevant.
4. Miscellaneous clauses: The LUC contains general legal clauses pertaining to indemnification, contract interpretation, etc. These merely support interpretation and application of the LUC and need not be carried forward into zoning or other regulatory bylaws.
5. Buyback clause: A buyback clause provides the developer with an option to repurchase a parcel or strata lot in the event that the purchaser has not commenced construction within four years of

the date the option is registered. It is not known why this clause was included in the contract, however, it is not something that can be regulated through zoning and therefore cannot be carried forward. The clause appears to be unnecessary at this point, since only one lot governed by the LUC remains vacant.

6. Zoning Bylaw Applicability: The land use regulations in the LUC appear to be the only aspect of the LUC that remain relevant. The LUC “locks in” zoning regulations in effect under the 1975 version of Zoning Bylaw No. 9. Under these rules, 90 percent of the lots had to be developed under the rules for R1 or RS1 (i.e. for “single residential dwelling use”) and 10 percent of the lots had to be developed under the rules for R2 or RS2 which allowed either “single residential dwelling use” or “duplex residential dwelling use”. The LUC did not specify which lots were to be used for R1/RS1 or R2/RS2. Instead, the LUC gave Brio Holding’s Ltd. (the developer) the discretion to “assign” R1/RS1 or R2/RS2 zoning under the percentage rules above. Subsequently, the existing land uses in Brio and more importantly, the assignment of RS1 and RT1 zoning by Bylaw 783 in 1989, reflect the zoning that was selected for them under the LUC. For comparison, copies of the Zoning Bylaw 9 R1, RS1, R2 and RS2 zones and the Zoning Bylaw No. 303 RS1 and RT1 zones are included as Appendices “D” to “G”.

Proposed Bylaw

Since all of the properties still subject to the Brio LUC are already zoned, the proposed Bylaw will simply confirm the existing zoning for the 11 lots (i.e. the two duplex lots will remain RT1 and the single-family lots will remain RS1). This zoning is consistent with the zoning used to replace the LUC at other properties in Brio to permit single-family dwellings and duplexes.

The proposed Bylaw will also terminate the Brio LUC from all eleven properties. In addition to the zoning taking effect on the eleven parcels, the general provisions of Zoning Bylaw No. 303 will apply (e.g. GFA exclusion rules). The *Local Government Act* delays the effect of any bylaw discharging a LUC for one year. Subsequently, if the proposed Bylaw is approved by Council, the LUC will not be formally discharged from the titles of the affected properties and the zoning will not take effect until one year from the date of adoption of the Bylaw (approximately March 2019).

Analysis

Four overarching principles were developed as part of the process presented to Council on May 3, 2016. Those four principles are provided below, each with an accompanying analysis showing how these principles have been applied.

Principle	Comments
1. Adherence to legislation: New regulations will be drafted and adopted in accordance with the requirements of the <i>Community Charter</i> and <i>Local Government Act</i> . In cases where applicable legislation prohibits land use contract regulations from being enacted in current municipal bylaws, these regulations cannot be carried forward.	The new regulations have been drafted in accordance with the requirements of the applicable legislation. The buyback clause and the ability for the developer to “pick” the zoning cannot be carried forward into zoning. Fortunately, these clauses appear to be no longer relevant.
2. Public engagement: <i>Local Government Act</i> requirements will be met and additional consultation with affected property owners will occur.	The recommendations in this report are consistent with <i>Local Government Act</i> requirements. With only eleven properties affected by the bylaw it is more efficient for staff to consult directly with property owners. Staff carried this

	out prior to the bylaw proceeding to Council. See 'Community Consultation and Engagement' below.
3. Alignment of regulations: Wherever possible, existing land use contract development rights will be preserved and mirrored in new land use regulations. Similarly, site specific land use contract modifications will be incorporated where practical. "Spent" regulations—i.e. regulations that no are longer applicable—will not be carried forward into new regulations.	<p>The existing RS1 and RT1 zoning appropriately mirror the rules in the Brio Land Use Contract. Maintaining this zoning offers similar development rights to property owners and aligns well with the existing development in the neighbourhood.</p> <p>LUC regulations not related to land use (e.g. infrastructure, subdivision, fees etc.) are "spent" regulations and there is no need to carry these regulations forward in zoning or other municipal bylaws.</p>
4. Consistent and equitable approach: Through collective engagement, affected property owners will be treated consistently and fairly through the termination and rezoning process. There will be no fees charged to property owners for the termination and zoning process.	No fees have been charged to property owners for this discharge. This is the second land use contract to be discharged, and similar processes for both have been followed.

WHISTLER 2020 ANALYSIS

W2020 Strategy	TOWARD Descriptions of success that resolution moves us toward	Comments
Built Environment	1. Limits to growth are understood and respected.	The termination of LUCs in Whistler will eliminate regulatory confusion and allow for a more effective regulatory framework to better manage growth.
Built Environment	9. Building design, construction and operation is characterized by efficiency, durability and flexibility for changing and long-term uses.	Zoning is more flexible and easier to modify to reflect new building techniques and changing uses.

OTHER POLICY CONSIDERATIONS

The proposed Land Use Contract Termination directly supports two strategies identified in the RMOW's 2017 Corporate Plan.

Policy Source	Policy	Comments
2017 Corporate Plan	Advance progressive community planning tools, policies and processes	The proposed bylaw supports a timely and responsible approach to meet Provincial requirements for LUC termination. A clearer and simpler regulatory regime for development will be created.
2017 Corporate Plan	Execute on organizational commitments to improve customer service	The LUC regulatory system is more time consuming and costly for both applicants and the RMOW. Replacing LUCs with zoning will have a positive impact on customer service.

Section 4.13 of the Official Community Plan (OCP) provides criteria for evaluating rezoning proposals. An analysis of the relevant criteria from Section 4.13 is provided in the table below. Staff consider that the proposed rezoning and LUC termination satisfies these requirements as noted:

		Comment
4.13.2	<p>Proposed OCP amendments or rezonings that increase the bed-unit capacity of the Municipality will only be considered if the development:</p> <ul style="list-style-type: none"> a) provides clear and substantial benefits to the community and the resort; b) is supported by the community, in the opinion of Council; c) will not cause unacceptable impacts on the community, resort, or environment; and d) meets all applicable criteria set out in the OCP. 	The rezoning and LUC termination process do not result in an increase in bed units for the affected properties.
4.13.3	<p>All proposed developments must meet the following mandatory conditions:</p> <ul style="list-style-type: none"> a) The project must be capable of being served by Municipal water, sewer and fire protection services, or by an alternate means satisfactory to the Municipality. b) The project must be accessible via the local road system. c) The project must comply with all applicable policies of the OCP. d) The applicant must have complied with the Environmental Impact Assessment process in Schedule O and in addition all proposed developments must be evaluated, to the satisfaction of the Municipality, to assess impacts on: <ul style="list-style-type: none"> - traffic volumes and patterns on Highway 99; - traffic volumes and patterns on the local road system; - overall patterns of development of the community and resort; - Municipal finance; - views and scenery; - existing community and recreation facilities; - employee housing; - community greenhouse gas emissions; and - heritage resources. e) The project must exhibit high standards of design, landscaping, and environmental sensitivity. 	<p>No new development is being proposed as part of LUC termination and rezoning process. Impact assessments would have been completed when the original subdivision occurred and all the properties are served by municipal infrastructure.</p> <p>The properties affected by the proposed bylaw are located in a designated development area on Schedule B of the OCP.</p>

BUDGET CONSIDERATIONS

The termination of Whistler's LUCs is a planned, multi-year project required to be undertaken by the RMOW. Subsequently, all costs of preparing the bylaw and required public notifications are provided for under the existing Planning Department budget.

COMMUNITY ENGAGEMENT AND CONSULTATION

The May 3, 2016 Report to Council outlined a consultation approach that relied on annual open houses (one annual “general” open house and LUC-specific open houses). Staff revisited this approach and determined that rather than an annual open house it was more effective to consult only with the affected property owners for each LUC as each LUC was brought forward. For the Brio LUC, which affected a small number of owners, staff corresponded directly with each owner and offered to meet individually with each owner. Going forward, consultation methods will be determined on a case-by-case basis and are expected to include LUC-specific open houses as well as correspondence and opportunities for input by affected property owners.

On December 14, 2017 staff sent mail notification to the owners of each of the eleven properties regulated by the Brio LUC offering to meet individually with each owner. Only one owner responded to the notification. This inquiry was received by phone, the owner had general land use questions that were promptly answered.

The *Local Government Act* also contains requirements for notification and consultation. These include:

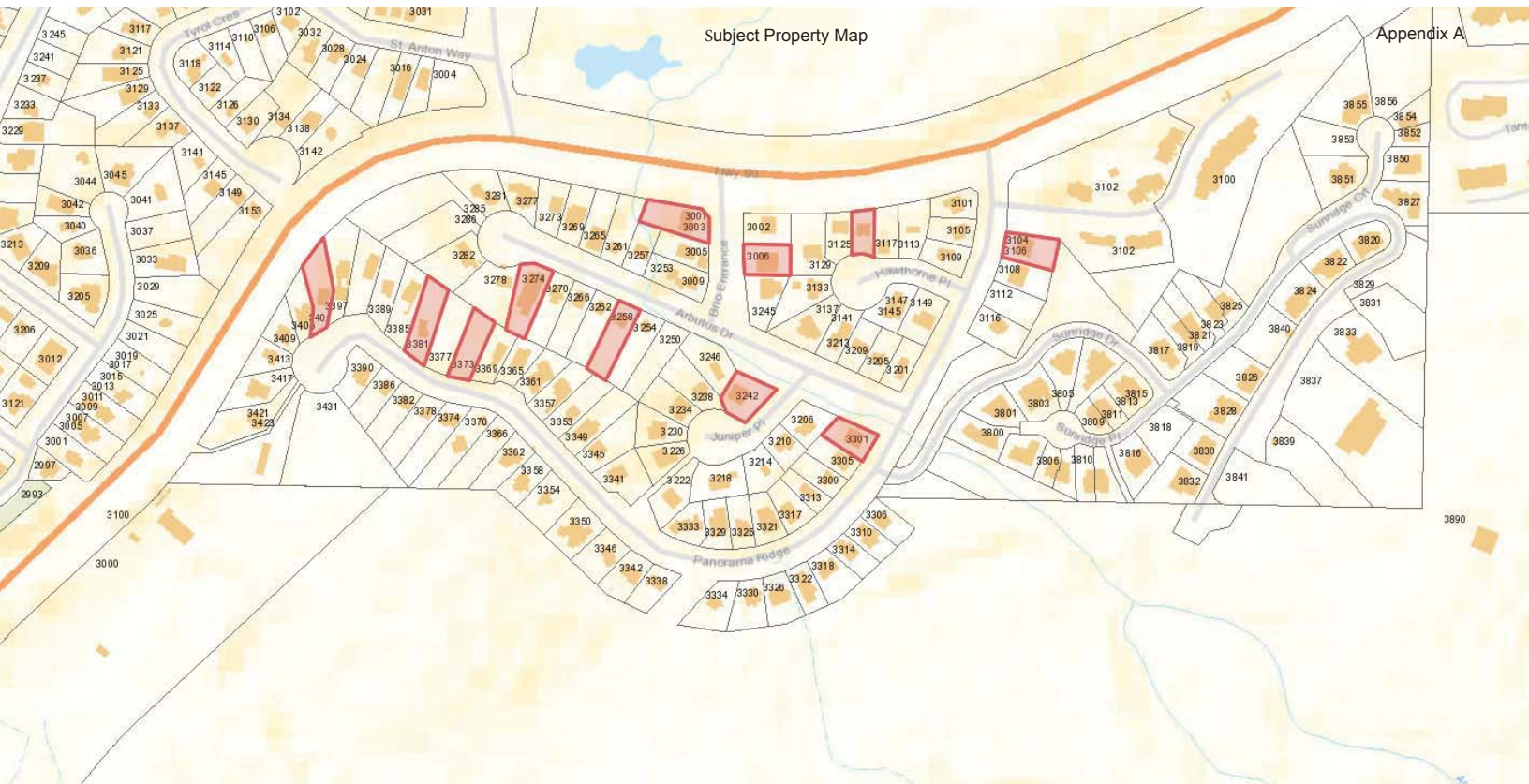
- A Public Hearing for the proposed Bylaw, held prior to final consideration by Council. Notification in the Pique Newsmagazine and mail notification to affected property owners of the hearing must occur prior to the Public Hearing.
- Written notification to property owners notifying them of the adoption of the bylaw terminating the LUC. This notice must state the date of the LUC termination and advise the owner of their right to apply to the Board of Variance for an exemption from early termination.

SUMMARY

This Report recommends that Council consider giving first and second reading to “Land Use Contract Termination Bylaw (Brio) No. 2169, 2018”. Discharging the Brio LUC is a provincially legislated requirement. The proposed Bylaw has been drafted in accordance with a work plan for early LUC discharge presented to Council in 2016 and the requirements of the *Local Government Act*. Discharging the Brio LUC replaces an outdated and inefficient regulatory scheme with modern, streamlined, consistent and accessible zoning regulations. Staff recommend Council give first and second reading to the proposed Bylaw and authorization to proceed to public hearing.

Respectfully submitted,

Brook McCrady
PLANNING ANALYST
for
Jan Jansen
GENERAL MANAGER OF RESORT EXPERIENCE



Substitute for form

Date July 26 19 78Nature of Interest Land Use ContractDeclared value \$50.00Disposition of C/T GiftPlease merge N/AApplicant B. E. Emerson

Tel No. 926-6055

as Solicitor/Agent
EMERSON AND COMPANY
Ste. 217-2438 Marine Drive
West Vancouver, B. C.THIS AGREEMENT made the 10th day of July, 1978.

BETWEEN:

RESORT MUNICIPALITY OF WHISTLER, a municipal corporation created by Special Act of the Legislature of the Province of British Columbia, having its principal offices at Whistler, Province aforesaid,

(hereinafter called the "Municipality")

AND:

BRIO HOLDINGS LTD., a body corporate under the laws of the Province of British Columbia, having an office at 1030 West Georgia Street, Vancouver, Province aforesaid, (Incorporation No. 167709)

(hereinafter called the "Owner")

OF THE SECOND PART

WHEREAS the Municipality, pursuant to Section 702A of the Municipal Act, may, upon the application of an owner of land within a development area designated as such by by-law of the Municipality enter into a land use contract containing such terms and conditions for the use and development of the land as may be mutually agreed upon and thereafter the use and development of that land shall be in accordance with such land use contract;

AND WHEREAS the Municipal Act requires that the Municipal Council in exercising the powers given by Section 702A shall have due regard to the considerations set out in Section 702(2) and Section 702A(1) in arriving at the use and development permitted by any land development contract;

AND WHEREAS the Owner has presented to the Municipality a scheme for the use and development of the within described lands and premises and has made an application to the Municipality to enter into this land use contract under the terms, conditions and for the consideration hereinafter set forth;

AND WHEREAS the Council of the Municipality, having due regard to the considerations set forth in Section 702(2) and Section 702A(1) of the Municipal Act has agreed to the terms, conditions and considerations herein contained;

FORM C, LAND REGISTRY ACT
(SECTION 50)
MEMORANDUM OF REGISTRATION
REGISTERED

AUG 23 1978

On Application received at the time
written or stamped on the application,
D. H. STURGEON, REGISTRAR
VANCOUVER LAND REGISTRATION DISTRICT
OF THE FIRST PART

AUG 17 2 52 PM '78
LAND REGISTRY OFFICE
VANCOUVER

21 7 47 78

- 2 -

AND WHEREAS the Owner acknowledges that it is fully aware of the provisions of Section 702A of the Municipal Act and that the Council of the Municipality cannot enter into this land use contract until:

- (a) The Council has held a Public Hearing on a By-law authorizing the contract, has duly considered the presentation made at such hearing, and unless at least two thirds of all the members of the Council present at the meeting at which the vote is taken and who are entitled to vote on the By-law vote in favour of the same, and
- (b) The Minister of Highways has approved the said By-law pursuant to the Controlled Access Highways Act, and
- (c) The Inspector of Municipalities has approved the said By-law pursuant to the Resort Municipality of Whistler Act.

NOW THEREFORE THIS CONTRACT WITNESSETH that in consideration of the premises and the conditions and covenants hereinafter set forth, the Municipality and the Owner covenant and agree as follows:

I. SCOPE AND PURPOSE OF CONTRACT

This contract contemplates the development of the western portion of District Lot 4750 declared by By-law No.51 of the Municipality to be a development area by the subdivision thereof into 110 parcels as generally shown on a site plan annexed hereto as Schedule "A".

This land use contract only authorizes, subject to the provisions hereof, the servicing of said lands in preparation for development of the same for single residential dwellings and duplex residential dwellings as defined by the Zoning By-law No.9, by conventional subdivision and by strata plan.

This contract does not authorize the construction of such dwellings or the use and development of the remainder of District Lot 4750.

PLAN REFERRED TO HEREIN

PRESERVED AND HELD UNDER

DOCUMENT NUMBER **F 56921**

II. DEFINITIONS

"Complete" or "Completion" or any variation of these words when used with respect to the work and services referred to herein shall mean completion to the satisfaction of the Municipal Engineer when so certified by him in writing as this contract may require.

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"Certificate of Acceptance" means a certificate issued by the Municipal Engineer and signed by him accepting the Services on behalf of the Municipality in accordance with the provisions of this contract.

"Municipal Engineer" means an engineer employed by the Municipality by salary or retainer in his capacity as a professional engineer.

"Services" means all utilities such as road, sidewalks, street lighting, sewerage, water, electrical, gas and telephone connections inclusive of any pipe, wire or structure used in connection with the provisions for such utility as may be required by this land use contract.

"Site Plan" means that part of the plan comprising Schedule "A" to this contract dated showing outlined in red the proposed development of the land.

"Subdivision Control By-law" means By-law No.11 of the Municipality.

"Subdivision Plan" means a plan comprising Schedule "B" to this contract.

"Impost By-law" means the Whistler Sewer Capital Contribution By-law No.62 as amended from time to time.

"Zoning By-law" means the Resort Municipality of Whistler Zoning By-law No.9, 1975.

III.

LAND DESCRIPTION

The Owner is the registered owner of all and singular that certain parcel or tract of land and premises in the Province of British Columbia, more particularly known and described as:

Vancouver Assessment District
District Lot 4750, except Parcel "A"
Reference Plan 2436 and Parcel "B"
Reference Plan 2949 and except Plans
10167, 10785, 12153, 12811, 13210,
Group 1, N.W.D.

(hereinafter variously called 'the "Land");

The Owner has obtained the consent of all other persons holding any registered interest in the Land, if any, as set out in the Consents to the use and development proposed herein, which Consents are listed and attached hereto as Schedule "C".

IV.

ZONING BY-LAW - APPLICABILITY

All the provisions of the Zoning By-law shall apply to the use and development of the Land pursuant to this contract and in particular as follows:

- 4 -

- (a) 90% of the lots created by the Plan of Subdivision (Schedule "B") as selected at the discretion of the Owner shall conform to single residential dwelling use of the R.1 or R.S.1 Zone and the regulations thereto appertaining and,
- (b) the remaining 10% of the lots so created shall, at the election of the Owner, conform either to the single residential dwelling use or the duplex residential dwelling use of the R.2 or R.S.2 Zone and the regulations thereto appertaining.

V.

WATER SYSTEM

The Owner agrees to provide at its own expense a Community Water System to serve the Land (as subdivided) in accordance with the provisions of the Subdivision Control By-law in that behalf. The Owner shall pay to the Municipality to connect to the Municipal Community Water System the sum of \$500.00 for each dwelling unit for which the Lands are developed or proposed for development.

VI.

SEWER SYSTEM

The Owner agrees to provide at its own expense a sewer system to serve the Land (as subdivided) in accordance with the provisions of Subdivision Control By-law in that behalf, to connect the said system to the Municipal Community Sewer System. The Owner shall be responsible at its expense for the installation of the necessary connections under Highway 99 within the pipe crossings as provided by the Municipality.

VII.

HIGHWAYS

The Owner agrees to provide at its own expense highways which will be created by the deposit of a subdivision plan in accordance with the Subdivision Control By-law in that behalf.

VIII.

SUBDIVISION

- (1) Subject to subclause (2) the Owner will as soon as practical after the final adoption of the By-law approving this land use contract deposit ~~the~~ Subdivision Plan in general accordance with (Schedule "B") in the Land Registry Office.
- (2) The Municipality shall have custody of the Subdivision Plan once it is approved by the Approving Officer of the Ministry of Highways and Public Works and the Municipality

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shall not be under any obligation to release the Sub-division Plan to the Owner or anyone else until either:

- (a) all the Services required for each respective phase required by this land use contract has been provided to the satisfaction of the Municipal Engineer and a statutory declaration has been given by the Owner verifying this same has been paid for, or
- (b) the Owner has deposited with the Municipality for due and proper performance by the Owner hereunder with respect to Services security in the form of irrevocable letter of credit, cash or bearer bonds satisfactory to the Clerk/Treasurer of the Municipality in an amount equal to 200% of the total cost of such Services as estimated by the Municipal Engineer. The amount of this security may be reduced from time to time, as the obligations of the Owner with respect to the Services are performed, in an amount approved by the Clerk/Treasurer of the Municipality.

IX.

DEVELOPMENT

Development of the Land shall take place in two phases - as follows:

(a) Phase I. Construction shall commence on 40 - 45 parcels created by conventional Subdivision Plan (Schedule "B") in the spring of 1978.

(b) Phase II. Construction of up to a total of 110 ~~dwelling units~~ ^{lots} (including those constructed under Phase I) on the Lands remaining, as determined by reference to Schedule "A", shall be commenced and concluded in the years 1979 and 1980. The Lands so remaining may, at the election of the Owner, be subdivided under the provisions of the Strata Titles Act or the Land Registry Act.

X.

BUILDING PERMITS

No Building Permits shall be applied for nor issued with respect to the Land until such time as a Certificate of Completion has been given in accordance with clause XIII hereunder.

XI.

IMPOST FEES

Sewer capital contributions shall be made in accordance with the Impost By-law and recreation fees in accordance with By-law No.63, being Whistler Recreation Facility Capital Contribution By-law, as if the same were duly enacted and in force. If paid in full by May 1 1978

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the said fees will be \$1,500.00 per lot under the Impost By-law and \$250.00 per lot under the said By-law No.63. Otherwise the said fees, as to Phase I, shall be paid by May 1 1978 and, as to Phase II, by May 1 1979, provided that:

- (a) the fees as to Phase II shall be paid at the rate then prevailing under the said By-laws, and
- (b) security in the form of Letters of Credit equal to the amount of such fee shall be provided to the Municipality prior to the registration of this Land Use Contract in the Land Registry Office or to May 1 1978, whichever date is the earlier.

XII. SERVICES - COMPLETION

The Municipality covenants and agrees that it shall, upon satisfactory completion by the Owner of all its undertakings with respect to the Services hereunder or upon completion by the Municipality pursuant to clause XVI, provide the Owner with a Certificate of Completion of the same signed by the Municipal Engineer.

XIII. SERVICES - ACCEPTANCE

Subsequent to the issuance of a Certificate of Completion pursuant to clause X, the Owner shall maintain the Services for a period of twelve months to ensure their performance to the satisfaction of the Municipal Engineer. After the expiration of the said period of twelve months the Owner shall be entitled to a Certificate of Acceptance signed by the Municipal Engineer at which time the Municipality will return the securities deposited by the Owner in accordance with clause VIII(2)(b) of this contract.

XIV. SERVICES - OWNERSHIP

Upon the issuance of a Certificate of Acceptance with respect to the Services issued pursuant to clause XIII the said Services, except the B.C. Hydro installations, shall become and be deemed to be the property of the Municipality free and clear of any claim by the Owner or any person claiming through the same. The Owner hereby covenants and agrees to save harmless the Municipality of and from any such claim.

XV. SERVICE - MAINTENANCE

Except as is provided in clause XIV, the Municipality shall from the date of issuance of a Certificate of Acceptance pursuant to clause XIII become solely responsible for the operation, upkeep and maintenance of said Services.

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XVI.

SERVICES - FAILURE TO COMPLETE

- (a) The Owner covenants and agrees to place, construct and install all of the Services as provided for in this land use contract not later than the 31st of October 1979 for Phase I and the 31st of October 1981 for Phase II. Upon failure of the Owner so to complete to the satisfaction of the Municipal Engineer the Municipality shall be at liberty to call on the letter of credit or other security if deposited in accordance with clause VIII(2) (b) hereof, and the Municipality shall proceed to place, construct and install such portion or parts of the Services with respect to which the Owner has defaulted not later than one year after the dates referred to above. The Owner further covenants and agrees that 25% of any monies forming part of the said security remaining after payment in full of the cost to the Municipality of placing, constructing and installing the said Services shall be retained by the Municipality as liquidated damages and not as a penalty.
- (b) The Municipality agrees that, on the application of the Owner, it will extend for a reasonable period of time the limit under subclause (a) for the installation of the Services provided that the work of installation has been commenced and is being proceeded with continuously and expeditiously.

XVII.

PAYMENTS TO THE MUNICIPALITY

The Owner covenants and agrees:

- (a) to pay all arrears of taxes outstanding against the Land prior to the execution of the contract by the Municipality;
- (b) to pay all current taxes levied or to be levied on the said Land on the basis of and in accordance with the Assessment and Tax Roll entries; and
- (c) to pay the Municipality all of the costs, except the first \$500.00 for its administration, engineering and legal services with respect to the Services and/or this land use contract.

XVIII.

INDEMNIFICATION OF MUNICIPALITY

The Owner covenants to save harmless and effectually indemnify the Municipality, its officers, employees, and/or agents against:

- (a) all actions and proceedings, costs, damages, expenses, claims and demands whatsoever and by whomsoever brought by reason of the construction of the said Works or any other Work authorized or required by this land use contract;

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- (b) all expenses and costs which may be incurred by reason of the execution of the said Services or any other Works required by the land use contract resulting in damage to any property owned in whole or in part by the Municipality, or which the Municipality by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain; and
- (c) all expenses and costs which may be incurred by reason of liens for non-payment of labour or materials, workmen's compensation assessments, unemployment insurance, Federal or Provincial tax, check-off and for encroachments owing to mistakes in survey.

XIX.

AS-BUILT DRAWINGS

The Owner shall submit to the Municipality the final reproduced As-Built Drawings of the Services as constructed and approved by the Municipal Engineer as soon as possible after completion of Services and prior to the issuance of a Certificate of Completion.

XX.

BUY-BACK CLAUSE

Upon the sale of any parcel or strata lot created by the subdivision (Schedule "B") and approved pursuant to this land use contract, the Owner shall cause such sale to be made subject to the right of the Owner, its successors or assigns, to an option in a form registrable in the Land Registry Office to repurchase said parcel or strata lot in the event that the purchaser or his successors in title fail to commence construction of a dwelling on the said parcel or strata lot within four years of the date of registration of the conveyance to the said purchaser, which option shall be open for exercise by the Owner, its successors or assigns, within thirty days next following the expiration of the said four year period at a price or sum the same as that agreed to be paid by the said purchaser to the Owner.

XXI.

At the time of registration of the Subdivision Plan (Schedule "B"), a restrictive covenant under Section 24A of the Land Registry Act shall be registered against all lots fronting or abutting Highway 99, to the effect that the lots shall not be used unless trees are maintained within the twenty-five foot rear yard setback.

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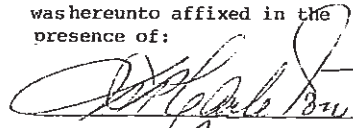

XXII.

MISCELLANEOUS

1. The Owner covenants and agrees to provide evidence to the satisfaction of the Municipal Engineer that all the requirements of the B.C. Hydro and Power Authority with respect to the installation of Hydro utilities on the said Lands have been complied with by the Owner. (in a location acceptable to the Ministry of Highways & Public Works)
The Owner agrees to install a street light/at the entrance to the subdivision on Highway 99 Right-of-Way.
2. The Municipality hereby covenants and agrees to permit the Owner to use and develop the Land upon the terms and conditions set forth in this land use contract.
3. It is understood and agreed that the Municipality has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Owner other than those in this land use contract.
4. Wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine, or body corporate or politic where the contract or the parties so require.
5. Schedules "A" to "C" hereinbefore referred to are hereby incorporated into and made part of this contract.
6. Subject to this contract the Services and Works and development of the Land herein shall comply with all the by-laws of the Municipality.
7. This agreement shall enure to the benefit of and be binding upon the parties hereto, their representatives, successors and assigns.

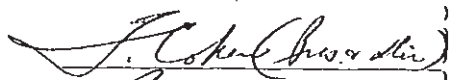

This agreement was approved by By-law of the Council of the Municipality on the 10th day of July, 1978.

The Corporate Seal of the
RESORT MUNICIPALITY OF WHISTLER
was hereunto affixed in the
presence of:


MAYOR

MUNICIPAL CLERK

Approved under the Controlled Access Highways Act
this 31 day of MAY 1978
Approving Officer, Ministry of Highways & Public Works

The Corporate Seal of
BRIO HOLDINGS LTD. was hereunto
affixed in the presence of:

SCHEDULE "A"

SITE PLAN

56921

SCHEDULE "B"

SUBDIVISION PLAN

SCHEDULE "C"

56921CONSENTS

SCHEDULE OF PERSONS HOLDING ANY REGISTERED INTEREST IN THE LAND
AFFECTED AND WHOSE CONSENTS ARE REQUIRED.

<u>FULL NAME</u>	<u>ADDRESS</u>	<u>OCCUPATION</u>	<u>NATURE OF CHARGE</u>
British Columbia Hydro and Power Authority	970 Burrard Street Vancouver, B.C.		Right-of-Way
Bank of British Columbia	999 West Pender Street Vancouver, B.C.		debenture mortgage

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RESORT MUNICIPALITY OF WHISTLER

LAND USE CONTRACT

CONSENT

KNOW ALL MEN BY THESE PRESENTS THAT:

THE BANK OF BRITISH COLUMBIA
VANCOUVER, B.C.

being the holder of a charge by way of Mortgage registered at the
Land Registry Office in the City of Vancouver, British Columbia,
under Number F22228 AGAINST ALL AND SINGULAR that certain parcel or
tract of land and premises being in the Resort Municipality of Whistler,
in the Province of British Columbia, known and described, inter alia, as:

District Lot 4750, except those portions
included in Reference Plans 2436 and 2949,
and Plans 10167, 10785, 12153, 12811 and
13210

in consideration of the sum of One (\$1.00) Dollar (receipt of which is
hereby acknowledged), hereby agrees and consents to the registration of
a Land Use Contract made between the registered owner of the said lands
and the Resort Municipality of Whistler, which shall have the force and
effect of a Restrictive Covenant running with the land and against the
afore-mentioned land, in priority to the said charge in the same manner
and to the same effect as if it had been dated and registered prior to the
said charge.

DATED this 16TH day of August, 1978.

The Corporate Seal of
THE BANK OF BRITISH COLUMBIA
was hereunto affixed in the
presence of:

SUPERINTENDENT

SUPERINTENDENT

56921

PRINTERS AND STATIONERS LTD., VANCOUVER, B.C. ©
D COMMERCIAL STATIONERS FORM No. 92

Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the 16TH day of August, 1978, at Vancouver, in the Province of British Columbia, BRIAN R. HEWSON, who is a duly qualified and sworn interpreter, has been sworn by the evidence of

BRIAN R. HEWSON

appeared before me and acknowledged to me that he is the SUPERINTENDENT

THE BANK OF BRITISH COLUMBIA

who subscribed his name to the annexed instrument as SUPERINTENDENT

BANK OF BRITISH COLUMBIA

BANK OF BRITISH COLUMBIA

to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, *Kat.*
at *Vancouver* in the Province of
British Columbia, this *16TH* day of *August*
one thousand nine hundred and *seventy-eight*.

A Commissioner for the State of South Carolina.

56921

PRINTERS AND STATIONERS LTD., VANCOUVER, B.C. ©
AND COMMERCIAL STATIONERS FORM No. 92

Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the

17th

day of

July

, 1978 ,

at

, in the Province of British Columbia,

~~XXXXX~~

Geoffrey F. Pearce

~~XXXXXX~~

, who is) personally known to me,

appeared before me and acknowledged to me that he is the

Clerk/Treasurer

of

the Resort Municipality of Whistler

, and that he is the person

who subscribed his name to the annexed instrument as

Clerk/Treasurer

of the said

Resort Municipality of Whistler

and affixed the seal of the

Municipality

to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand, and Seal of Office,

at Whistler

in the Province of

British Columbia, this 17th day of

July

one thousand nine hundred and seventy-eight.

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking Affidavits for British Columbia.MACK PRINTERS AND STATIONERS LTD., VANCOUVER, B.C. ©
LAW AND COMMERCIAL STATIONERS FORM No. 92

Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the

13th

day of

March

, 1978 ,

at

Vancouver,

, in the Province of British Columbia,

Richard Burger

~~XXXXXX~~~~XXXXX~~

, who is) personally known to me,

appeared before me and acknowledged to me that he is the

Secretary and Director

of

BRIO HOLDINGS LTD.

, and that he is the person

who subscribed his name to the annexed instrument as

Secretary and Director

of the said

BRIO HOLDINGS LTD.

and affixed the seal of the

Company

to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,

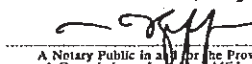
at Vancouver,

in the Province of

British Columbia, this 13th day of

March

one thousand nine hundred and seventy-eight.

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking Affidavits for British Columbia.

56921
56921
APPROVED PURSUANT TO SECTION 5
OF THE RESORT MUNICIPALITY OF
WHISTLER ACT THIS 26th DAY OF
JUNE 1978
DEPUTY INSPECTOR OF MUNICIPALITIES

RESORT MUNICIPALITY OF WHISTLERBYLAW NO. 85

A Bylaw to amend the Resort Municipality of Whistler Zoning Bylaw No. 9, 1975, by the approval of a Land Use Contract.

WHEREAS Section 702A of the Municipal Act provides that the Resort Municipality of Whistler may enter into a Land Use Contract for the development of any area previously declared by Bylaw to be a Development Area.

AND WHEREAS Bylaw No. 51 established a Development Area on Vancouver Assessment District D.L. 4750, except Parcel "A" Reference Plan 2436 and Parcel "B" Reference Plan 2949 and Explanatory Plans 10167-10785, 12853, 12811, 13210, Group 1, N.W.D.

AND WHEREAS the Official Community Plan for the Resort Municipality of Whistler designates this land aforementioned as POTENTIAL RESIDENTIAL;

NOW THEREFORE the Council of the Resort Municipality of Whistler in open meeting assembled, enacts as follows:

1. This Bylaw may be cited for all purposes as the "Resort Municipality of Whistler Zoning Bylaw No. 9, 1975, Land Use Contract Approval Bylaw (Brio Holdings Ltd.) No. 85, 1978".
2. The Land Use Contract between the Resort Municipality of Whistler and Brio Holdings Ltd. respecting the real property described as Vancouver Assessment District, D.L. 4750, except Parcel "A" Reference Plan 2436 and Parcel "B" Reference Plan 2949 and Explanatory Plans 10167-10785, 12853, 12811, 13210, Group 1, N.W.D.
3. The Mayor and the Clerk/Treasurer are hereby authorized to sign the aforementioned Land Use Contract and to affix the Corporate Seal thereto.

READ A FIRST time this 27th day of February, 1978.

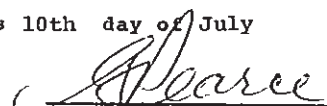
Pursuant to Section 702 of the Municipal Act, a Public Hearing was held on the 13th day of March, 1978.

READ A SECOND and THIRD time this 13th day of March, 1978.

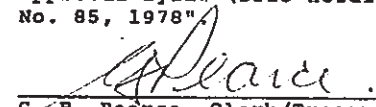
RECEIVED THE APPROVAL of the Inspector of Municipalities this 26th day of June, 1978.

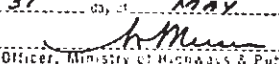
RECONSIDERED AND finally ADOPTED this 10th day of July, 1978


Wm. (Pat) Carleton, Mayor


G. F. Pearce, Clerk/Treasurer

This is to certify that this is a true copy of Bylaw No. 85, cited as the "Resort Municipality of Whistler Zoning Bylaw No. 9, 1975, Land Use Contract Approval Bylaw (Brio Holdings Ltd.) No. 85, 1978".


G. F. Pearce, Clerk/Treasurer

Approved under the Controlled Access Highways Act
this 31 day of MAY, 1978

Approving Officer, Ministry of Highways & Public Works

RESORT MUNICIPALITY OF WHISTLER

BYLAW NO. 763, 1989

A Bylaw to amend the Resort Municipality
of Whistler Zoning Bylaw No. 303, 1983

WHEREAS the Council may in a zoning bylaw, pursuant to Sections 963 and 964 of the Municipal Act R.S.B.C. 1979, c.290 divide all or part of the area of the Municipality into zones, define each zone and regulate the use of land, buildings and structures within the zones and require off-street parking and loading spaces for buildings and structures;

NOW THEREFORE the Council of the Resort Municipality of Whistler in open meeting assembled ENACTS AS FOLLOWS:

1. This Bylaw (the "Bylaw") may be cited for all purposes as "Zoning Amendment Bylaw No. 763, 1989".
2. The Resort Municipality of Whistler Zoning and Parking Bylaw No. 303, 1983, is hereby amended as follows:
 - (a) those certain parcels or portions thereof located on D.L. 4750 situated in the Resort Municipality of Whistler which are shown shaded on Schedule "A" hereto are hereby rezoned from RR1 zone (Rural Resource One) to RT1 zone (Two Family Residential One);
 - (b) those certain parcels or portions thereof located on D.L. 4750 situated in the Resort Municipality of Whistler which are shown crosshatched on Schedule "A" hereto are hereby rezoned from RR1 zone (Rural Resource One) to RS1 zone (Single Family Residential One); and
 - (c) those certain parcels or portions thereof located on D.L. 3898 situated in the Resort Municipality of Whistler which are shown hatched on Schedule "A" hereto are hereby rezoned from RT1 zone (Two Family Residential One) to RS1 zone (Single Family Residential One);

and the Zoning Map of the Resort Municipality of Whistler under Zoning and Parking Bylaw No. 303, 1983 is hereby amended to reflect this rezoning.

3. Nothing in this Bylaw shall be construed as altering the designation of areas of land within the Resort Municipality of Whistler as development areas under Section 702A(2) of the Municipal Act, R.S.B.C. 1960, c.255.

4 The use and development of land affected by this Bylaw shall, notwithstanding this Bylaw, be in accordance with a land use contract te into under Section 702A(3) of the Municipal Act, R.S.B.C. 1960, c.255 unle the land use contract has first been discharged in respect of the said lan

5. In the event a Land Use Contract entered into under Section 702A(3) the Municipal Act, R.S.B.C. 1960, c.255 is discharged from application to or part of a parcel or parcels affected by this Bylaw then the land use contract does not apply to the land and this Bylaw applies to restrict the right of the owner to develop his land in accordance with the regulations this Bylaw as it amends the Resort Municipality of Whistler Zoning and Parking Bylaw No. 303, 1983.

6. If any section, subsection, sentence, clause or phrase of this Byla is for any reason held to be invalid by the decision of any Court of competent jurisdiction, this decision shall not affect the validity of the remaining portions of this Bylaw.

GIVEN FIRST AND SECOND READINGS this 10th day of July , 19

Pursuant to Section 956 of the Municipal Act, a Public Hearing was waived this 10th day of July , 1989.

GIVEN THIRD READING this 14th day of August , 1989.

APPROVED by the Minister of Municipal Affairs this 6th day of December , 1989.

RECONSIDERED and finally ADOPTED by the Council this 6th day of February, 1990 , ~~1989~~.



R.H. Drew Meredith, Mayor




J. Murray, Municipal Clerk

I HEREBY CERTIFY that this is a true copy of "Zoning Amendment Bylaw No. 763, 1989".


Municipal Clerk

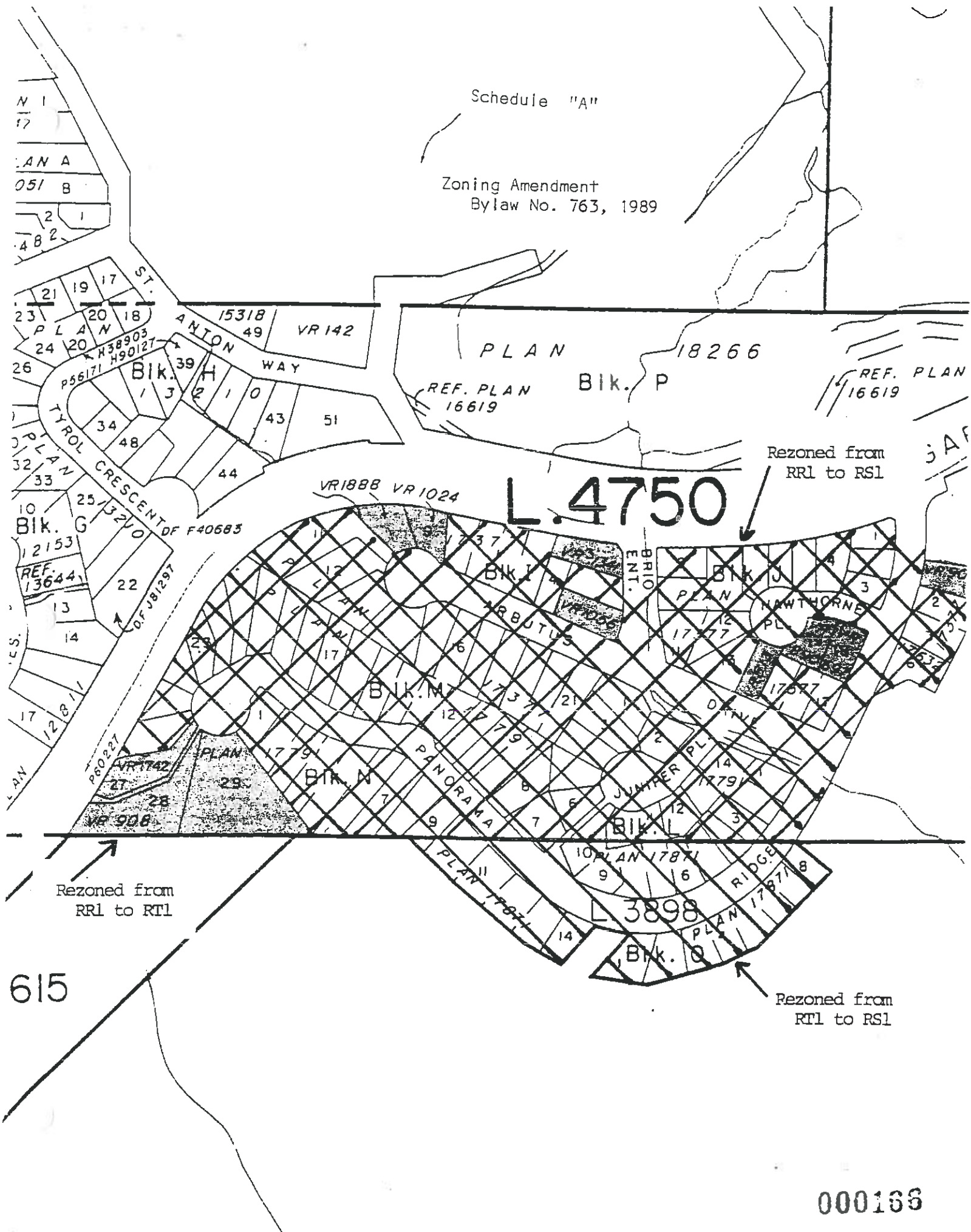
Approved Pursuant to Sec. 57 (2) of the Highway Act
this 16th Day of Oct 1989


Approving Officer, Ministry of Transportation and Highways

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Schedule "A"

Zoning Amendment
Bylaw No. 763, 1989



PART IV.

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Zone Designations

- 4.1.0 (1) For the purpose of this Bylaw, the area contained within the Resort Municipality of Whistler is divided into the following zones, designations and their short form equivalents.
- | | |
|----------------------------|-----|
| SINGLE FAMILY RESIDENTIAL | RI |
| LOW DENSITY RESIDENTIAL | R2 |
| MEDIUM DENSITY RESIDENTIAL | R3 |
| TOWN CENTRE COMMERCIAL | C1 |
| TOURIST COMMERCIAL | C2 |
| SERVICE COMMERCIAL | C3 |
| INDUSTRIAL | C4 |
| RURAL RESOURCE | RR1 |
- (2) The area extent of the said zones is as shown on the attached "Zoning Map of the Resort Municipality of Whistler", which is an integral part of this Bylaw.
- (3) When a zone boundary is shown on the Zoning Map as following a road allowance or a creek, the centre line of such road allowance or creek shall be the zone boundary.
- (4) Where a zone boundary does not follow a legally defined line, and where the distances are not specifically indicated, the location of the boundary shall be determined by scaling from the Zoning Map referred to in subsection (2).

Single Family Residential Zone (RI)

- 4.2.0 The Single Family Residential Zone delineates land best suited for development of single residential dwellings.

Permitted Uses of Land, Buildings, and Structures

- 4.2.1 In a Single Family Residential Zone the use of land, buildings and structures is restricted to:
- (a) single residential dwellings;
 - (b) boarding use restricted to no more than four boarders per dwelling unit;
 - (c) home occupation use;
 - (d) parks and playlots;
 - (e) buildings and structures accessory to the uses permitted in clauses (a) and (d);
 - (f) accessory off-street parking use;
 - (g) public utility use excluding public storage or works yards.

Signs and Notices

4.2.2 The following accessory advertising uses are permitted:

One "for rent", "for sale", professional practice, homecraft or occupation identity sign, which is unlighted, not exceeding four square feet in area on any lot; with a maximum of two such signs at any given time.

Site Area

4.2.3 (1) The minimum site area per dwelling unit is as follows:

	MINIMUM SITE AREA PER DWELLING UNIT		
	Level of Services Provided		
	Community Water Supply & Community Sewer System	Community Water Supply But No Community Sewer System	Neither Community Water Supply Nor Community Sewer System
	Sq. Ft.	Sq. Ft.	Sq. Ft.
Single Residential Dwelling	7,500	9,600	Not Permitted

(2) On parcels that are shown on a plan duly filed in the Land Registry Office prior to the passing of these regulations and that have less than the minimum area required in subsection (1) above, a Single Residential Dwelling is permitted on each such parcel if the method by which sewage and waste water is to be disposed of is approved in writing by the Medical Health Officer, or such other person designated by him.

(3) The minimum site area for playlots shall be five hundred (500) square feet.

(4) Usable site area requirement per dwelling unit:
Single Residential Dwelling, 5,000 sq. ft.

Building Per Parcel

4.2.4 Where there are two or more buildings on a lot they must be at least 20 feet apart measured horizontally and have suitable provision for safe pedestrian access.

Lot Coverage

4.2.5 Buildings and structures shall not cover more than thirty-three per cent (33%) of the site area.

Setback and Height

4.2.6 (1) No building shall be sited within twenty-five feet (25') of the front lot line.

(2) No building shall be located within ten feet (10') of a side lot line.

- 19 -

- (3) No accessory building or structure shall be located within five feet (5') of a side lot line.
- (4) No building other than an accessory building shall be located within twenty-five feet (25') of a rear lot line.
- (5) No building or structure or part thereof shall be built outside a plane sloping inward and upward at an angle of forty-five degrees (45°) from the vertical beginning at a line ten feet (10') above the natural grade on side yard property lines or in any event exceed twenty-five feet (25') in height.
- (6) No accessory building or structure shall exceed sixteen feet (16') in height.

Floor Area

- 4.2.7 The minimum floor area requirement for a single residential dwelling is five hundred (500) square feet. The gross floor area shall not exceed twenty-five hundred (2500) square feet, and no such dwelling unit shall contain more than four bedrooms.

Parking

- 4.2.8 Off-street parking shall be provided in accordance with the provisions of Part III of this Bylaw.

* Single Family Residential Comprehensive Zone(RSI)

4.2.9.1 The Single Family Residential Comprehensive Zone delineates land best suited for development of two or more residential buildings on a single lot of land.

Permitted Uses of Land, Buildings and Structures

4.2.9.2 In a Single Family Residential Comprehensive Zone the use of land, buildings and structures is restricted to:

- (a) single residential dwellings;
- (b) boarding use restricted to no more than four boarders per dwelling unit;
- (c) home occupation use;
- (d) parks and playlots;
- (e) buildings and structures accessory to the uses permitted in clauses (a) and (d);
- (f) accessory off-street parking use;
- (g) public utility use excluding public storage or works yards.

Signs and Notices

4.2.9.3 All signs shall be in compliance with the provisions of "Whistler Sign Bylaw No. 39, 1977".

Site Area

4.2.9.4 (1) The minimum site area per dwelling unit is as follows:

	<u>MINIMUM SITE AREA PER DWELLING UNIT</u>		
	<u>Level of Services Provided</u>		
	Community Water Supply & Community Sewer System	Community Water Supply But No Community Sewer System	Neither Community Water Supply Nor Community Sewer System
Single Residential Dwelling	Sq. Ft. 7,500	Sq. Ft. Not Permitted	Sq. Ft. Not Permitted

(2) The minimum site area for playlots shall be five hundred (500 sq. ft.) square feet.

(3) Usable site area requirement per dwelling unit:

Single Residential Dwelling = 5,000 sq. ft.

Building Separation

4.2.9.5 Where there are two or more buildings on a lot they must be at least 20 feet apart measured horizontally and have suitable provision for safe pedestrian access.

Lot Coverage

4.2.9.6 Buildings and structures shall not cover more than thirty-three (33%) percent of the site area.

* Amending Bylaw No. 56 - August 22, 1977.

*

Setback and Height

- 4.2.9.7. (1) No building shall be sited within twenty-five feet (25') of the front lot line.
- (2) No building shall be located within ten feet (10') of a side lot line.
- (3) No accessory building or structure shall be located within ten feet (10') of a side or rear lot line.
- (4) No building other than an accessory building shall be located within twenty-five (25') of a rear lot line.
- (5) No building or structure or part thereof shall be built outside a plane sloping inward and upward at an angle of forty-five degrees (45°) from the vertical beginning at a line ten feet (10') above the natural grade on side yard property lines or in any event exceed twenty-five feet (25') in height.
- (6) No accessory building or structure shall exceed sixteen feet (16') in height.

Floor Area

- 4.2.9.8. The minimum floor area requirement for a single residential dwelling is five hundred (500 sq. ft.) square feet. The gross floor area shall not exceed twenty-five hundred (2500 sq. ft.) square feet, and no such dwelling unit shall contain more than four bedrooms.

Parking

- 4.2.9.9. Off-street parking shall be provided in accordance with the provisions of Part III of this bylaw.

Low Density Residential Zone (R2)

- 4.3.0 The Low Density Residential Zone delineates land best suited for development of single residential and duplex residential dwellings

Permitted Uses of Land, Buildings and Structures

- 4.3.1 In a Low Density Residential Zone the use of land, buildings and structures is restricted to:
- (a) single residential dwellings;
 - (b) duplex residential dwellings;
 - (c) boarding use restricted to no more than four boarders per dwelling unit;
 - (d) home occupation use;
 - (e) parks and playlots;
 - (f) buildings and structures accessory to the uses permitted in clauses (a), (b) and (e);
 - (g) accessory off-street parking use;
 - (h) public utility use excluding public storage or works yards.

Signs and Notices

- 4.3.2. The following accessory advertising uses are permitted;
- one "for rent", "for sale", professional practice, homecraft or occupation identity sign, which is unlighted, not exceeding four square feet in area on any lot with a maximum of two such signs at any given time.

Site Area

- 4.3.3. (1) The minimum site area per dwelling unit is as follows:

MINIMUM SITE AREA PER DWELLING UNIT			
	Level of Services Provided		
	Community Water Supply & Community Sewer System	Community Water Supply But No Community Sewer System	Neither Community Water Supply Nor Community Sewer System
	Sq. Ft.	Sq. Ft.	Sq. Ft.
A. Single Residential Dwelling	7,500	9,600	Not Permitted
B. Duplex Residential Dwelling	3,750	4,800	Not Permitted

- (2) On parcels that are shown on a plan duly filed in the Land Registry Office prior to the passing of these regulations and that have less than the minimum area required in subsection (1) above, a Single Residential Dwelling is permitted on each such parcel if the method by which sewage and waste water is to be disposed of is approved in writing by the Medical Health Officer, or such other person designated by him.

(3) The minimum site area for playlots shall be five hundred (500) square feet.

(4) Usable site area requirement per dwelling unit:

Single Residential Dwelling 5,000 sq. ft.

Duplex Residential Dwelling 3,000 sq. ft.

Building Per Parcel

4.3.4. Where there are two or more buildings on a lot they must be at least 20 feet apart measured horizontally and have suitable provision for safe pedestrian access.

Lot Coverage

4.3.5. Buildings and structures shall not cover more than thirty-three per cent (33%) of the site area.

Setback and Height

- 4.3.6. (1) No building shall be sited within twenty-five feet (25') of the front lot line.
- (2) No building shall be located within ten feet (10') of a side lot line.
- (3) No accessory building or structure shall be located within five feet (5') of a side lot line.
- (4) No building other than an accessory building shall be located within twenty-five feet (25') of a rear lot line.
- (5) No building or structure or part thereof shall be built outside a plane sloping inward and upward at an angle of forty-five degrees (45°) from the vertical beginning at a line ten feet (10') above the natural grade on side yard property lines or in any event exceed ~~twenty-five~~ feet (25') in height.
- (6) No accessory building or structure shall exceed sixteen feet (16') in height.

Floor Area

4.3.7. The minimum floor area requirement for a dwelling unit contained within a single or a duplex residential dwelling is five hundred (500) square feet. The gross floor area shall not exceed twenty-five hundred (2500) square feet and no such dwelling unit shall contain more than four bedrooms.

Parking

4.3.8. Off-street parking shall be provided in accordance with the provisions of Part III of this Bylaw.

*

Low Density Residential Comprehensive Zone(RS2)

4.3.9.1. The Low Density Residential Comprehensive Zone delineates land best suited for development of two or more Single Residential or Duplex Residential Dwellings on a single lot of land.

Permitted Uses of Land, Buildings and Structures

4.3.9.2 In a Low Density Residential Comprehensive Zone the use of land, buildings and structures is restricted to:

- (a) Single residential dwellings;
- (b) Duplex residential dwellings;
- (c) Boarding use restricted to no more than four boarders per dwelling unit;
- (d) Home occupation use;
- (e) Park and playlots;
- (f) Buildings and structures accessory to the uses permitted in clauses (a), (b) and (c);
- (g) Accessory off-street parking use;
- (h) Public utility use excluding public storage or works yards.

Signs and Notices

4.3.9.3 All signs shall be in compliance with the provisions of the "Whistler Sign Bylaw No. 39, 1977".

Site Area

4.3.9.4 (1) The minimum site area per dwelling unit is as follows:

MINIMUM SITE AREA PER DWELLING UNIT
LEVEL OF SERVICES PROVIDED

	Community Water Supply & Community Sewer System	Community Water Supply But No Community Sewer System	Neither Community Water Supply Nor Community Sewer System
A. Single Residential Dwelling	Sq. Ft. 7,500	Sq. Ft. Not Permitted	Sq. Ft. Not Permitted
B. Duplex Residential Dwelling	4,500	Not Permitted	Not Permitted

(2) The minimum site area for playlots shall be five hundred (500 sq. ft.) square feet.

(3) Usable Site area requirement per dwelling unit:
Single Residential Dwelling 5,000 sq. ft.
Duplex Residential Dwelling 4,000 sq. ft.

* Amending Bylaw No. 56 - August 22, 1977.

*

Building Separation

- 4.3.9.5 Where there are two or more buildings on a lot they must be at least 20 feet apart measured horizontally and have suitable provision for safe pedestrian access.

Lot Coverage

- 4.3.9.6 Buildings and structures shall not cover more than thirty-three percent (33%) of the site area.

Setback and Height

- 4.3.9.7 (1) No building shall be sited within twenty-five feet (25') of the front lot line.
- (2) No building shall be located within ten feet (10') of a side lot line.
- (3) No accessory building or structure shall be located within ten feet (10') of a side or rear lot line.
- (4) No building other than an accessory building shall be located within twenty-five feet (25') of a rear lot line.
- (5) No building or structure or part thereof shall be built outside a plane sloping inward and upward at an angle of forty-five degrees (45°) from the vertical beginning at a line ten feet (10') above the natural grade on side yard property lines or in any event exceed twenty-five feet (25') in height.
- (6) No accessory building or structure shall exceed sixteen feet (16') in height.

Floor Area

- 4.3.9.8 The minimum floor area requirement for a dwelling unit contained within a Single or a Suplex Residential Dwelling is five hundred (500 sq. ft.) square feet. The gross floor area for a Single Family Dwelling shall not exceed twenty-five hundred (2,500 sq. ft.) square feet or more than four bedrooms and the gross floor area for a Duplex Building shall not exceed three thousand (3,000 sq. ft.) square feet.

Parking

- 4.3.9.9 Off-street parking shall be provided in accordance with the provisions of Part III of this Bylaw.

PART 12 Residential Zones

1. RS1 Zone (Single Family Residential One)

Intent

- (1) The intent of this zone is to provide a low density area for detached residential dwellings and also permit an auxiliary dwelling unit within a detached dwelling.

Permitted Uses

- (2) The following uses are permitted and all other uses are prohibited:
- (a) auxiliary buildings and auxiliary uses;
 - (b) Auxiliary residential dwelling unit provided it is serviced by a community sewer system that is located in a sewer specified area serviced by: (Bylaw No. 409) (Bylaw No. 1301) (Bylaw No. 1621)
 - (i) A sewage treatment plant with a design treatment capacity or greater than 500 cubic metres per day; or
 - (ii) A sewage holding tank, the installation and operation of which complies in all respects with "Public and Private Sewer Usage Regulation Bylaw No. 551, 1987;
 - (c) detached dwelling; and
 - (d) park and playground.

Density

- (3) The maximum permitted gross floor area of a detached dwelling is 465 square metres or a floor space ratio of 0.35, whichever figure is lower. (Bylaw No. 905)
- (4) Notwithstanding subsection (3), the maximum permitted gross floor area of a detached dwelling situated on lands within a bare land strata plan is the figure obtained when the total area of a bare land strata plan (exclusive of those portions intended to provide access routes) is multiplied by 0.35 and divided by the maximum total number of bare land strata lots in that plan, and regardless of any provision herein the maximum gross floor area of a detached dwelling shall not exceed 465 square metres.
- (5) The maximum permitted floor area for auxiliary parking use contained in a principal or auxiliary building or structure is 70 square metres. (Bylaw No. 464) (Bylaw No. 905)
- (6) Notwithstanding any other regulations contained in this section, an additional 56 square metres of gross floor area may be added to a dwelling unit or an auxiliary building for employee use and rental, provided that the floor space ratio on a parcel does not exceed

.35. This bonus density is subject to the owner entering into an employee housing agreement with the Municipality for the auxiliary residential dwelling unit, the terms of which shall be the Municipality's standard charge terms for employee housing covenants as of the date on which the building permit is issued. (Bylaw No. 1621)

- (7) Notwithstanding paragraph 3 (1) (a) of Part 5, the maximum floor area of an auxiliary building containing both auxiliary parking use and an auxiliary residential dwelling unit is 110 square metres and the maximum permitted gross floor area for an auxiliary building containing only an auxiliary residential dwelling unit is 90 square metres.

(Bylaw No. 1621)(Bylaw No. 2102)

- (8) Notwithstanding subsection (3), the maximum permitted gross floor area for a detached dwelling on Lot 1; District Lot 1755; Group 1 New Westminster District; Plan LMP 35715 is 281.5 square metres. (Bylaw No. 1919)

Height

- (9) The maximum permitted height of a building is 7.6 metres.

Site Dimensions

- (10) The minimum required parcel area, usable site area and frontage are as follows:
(Bylaw No. 953)

GROSS FLOOR AREA	MINIMUM PARCEL AREA	MINIMUM USABLE SITE AREA	MINIMUM FRONTAGE
325 square metres or less	695 square metres	465 square metres	18 metres
greater than 325 square metres	928.6 square metres	575 square metres	24 metres

- (11) Where a detached dwelling is sited on a parcel having a frontage of less than 24 metres, the maximum permitted gross floor area of the dwelling is 325 square metres. Where a detached dwelling is sited on a parcel having a frontage of 24 metres or more, the maximum permitted gross floor area of the detached dwelling is 465 square metres, subject to compliance with the other requirements of this Bylaw regarding permitted gross floor area. (Bylaw No. 953)

Site Coverage

- (12) The maximum permitted site coverage is 35 percent.

Setbacks

- (13) The minimum permitted front setback is 7.6 metres.

- (14) The minimum permitted side setback is as follows:

GROSS FLOOR AREA OF DETACHED DWELLING	MINIMUM SIDE SETBACK
--	-----------------------------

325 square metres or less	3 metres
greater than 325 square metres	6 metres

- (15) The minimum permitted rear setback is 7.6 metres.
- (16) Notwithstanding subsections (13) to (15), no detached dwelling located within a bare land strata plan shall be less than: (Bylaw No. 905)
- (a) 7.6 metres from the boundaries of that plan;
 - (b) 7.6 metres from an internal access road; and
 - (c) A distance from any other detached dwelling calculated as the sum of the following distances for each dwelling:

GROSS FLOOR AREA OF DWELLING	DISTANCE
325 square metres or less	3 metres
greater than 325 square metres	6 metres

- (17) Except where subsection (6) applies, no addition shall be made to a detached dwelling in existence at the date of adoption of this Bylaw which increases the gross floor area of that dwelling beyond 325 square metres, unless the entire dwelling including the addition is sited within a minimum setback area of six metres on each side of the detached dwelling. (Bylaw No. 963) (Bylaw No. 1621)
- (18) Whenever subsection 14 (1) of Part 5 applies, the minimum permitted front setback is 5 metres for auxiliary residential dwelling units located within an auxiliary or attached building for garage or carport use. (Bylaw No. 1621)
- (19) Whenever subsection 14 (2) of Part 5 applies, the minimum permitted front setback is 2 metres for auxiliary residential dwelling units located within an auxiliary building for garage or carport use. (Bylaw No. 1621)

Off-Street Parking and Loading

- (20) Off-street parking and loading spaces shall be provided and maintained in accordance with the regulations contained in Part 6 of this Bylaw.

Other Regulations

- (21) The minimum permitted gross floor area of a detached dwelling is 46.5 square metres.
- (22) The maximum permitted number of bedrooms in a detached dwelling is 4.
- (23) The placing of more than one principal building on a parcel or strata lot is prohibited. (Bylaw No. 597)
- (24) An auxiliary residential dwelling unit shall contain a gross floor area no greater than 90 square metres and no less than 32.5 square metres. (Bylaw No. 916) (Bylaw No. 1621)

-
- (25) In no case shall the gross floor area of the auxiliary residential dwelling unit exceed 40 percent of the gross floor area on a parcel. (Bylaw No. 597) (Bylaw No. 1621)
 - (26) An auxiliary residential dwelling unit shall contain up to two bedrooms and two bathrooms, one living room and only one kitchen. (Bylaw No. 597) (Bylaw No. 916) (Bylaw No. 1552)
 - (27) Auxiliary residential dwelling unit shall not be used for tourist accommodation and all other uses not expressly permitted in this section are prohibited. (Bylaw No. 814)
 - (28) In no case shall a parcel contain both an auxiliary building containing an auxiliary residential dwelling unit and an auxiliary building containing parking use. (Bylaw No. 1621)
 - (29) An auxiliary building containing both an auxiliary residential dwelling unit and parking use shall be no less than 2 storeys in height, to a maximum of 7 metres. (Bylaw No. 1621) (Bylaw No. 1656)

3. RT1 Zone (Two Family Residential One)**Intent**

- (1) The intent of this zone is to provide a low density area for detached and duplex residential dwellings.

Permitted Uses

- (2) The following uses are permitted and all other uses are prohibited: (Bylaw No. 409)
- (a) auxiliary buildings and auxiliary uses;
 - (b) auxiliary residential dwelling unit provided it is contained within a detached dwelling; (Bylaw No. 464)
 - (c) detached dwelling; (Bylaw No. 464)
 - (d) duplex dwelling; and (Bylaw No. 464)
 - (e) park and playground. (Bylaw No. 464)

Density

- (3) The maximum permitted gross floor area of a detached dwelling is 465 square metres or a floor space ratio of 0.35, whichever figure is lower. (Bylaw No. 409) (Bylaw No. 905)
- (4) The maximum permitted gross floor area of a duplex dwelling is 511 square metres or a floor space ratio of 0.45, whichever figure is lower. (Bylaw No. 380) (Bylaw No. 409) (Bylaw No. 905)
- (5) Notwithstanding subsection (3), the maximum permitted gross floor area of a detached dwelling situated on lands within a bare land strata plan is the figure obtained when the total area of a bare land strata plan (exclusive of those portions intended to provide access routes) is multiplied by 0.35 and divided by the maximum total number of bare land strata lots in that plan, and regardless of any provision herein the maximum gross floor area of a detached dwelling shall not exceed 465 square metres. (Bylaw No. 409)

-
- (6) Notwithstanding subsection (4), the maximum permitted gross floor area of a duplex dwelling situated on lands within a bare land strata plan is the figure obtained when the total area of a bare land strata plan (exclusive of those portions intended to provide access routes) is multiplied by 0.40 and divided by the maximum total number of bare land strata lots in that plan, and regardless of any provision herein the maximum gross floor area of a duplex dwelling shall not exceed 511 square metres. (Bylaw No. 409)
(Bylaw No. 905)
- (7) The maximum permitted floor area for auxiliary parking use of a detached dwelling contained in a principal or auxiliary building or structure is 70 square metres. (Bylaw No. 464)
(Bylaw No. 905)
- (8) The maximum permitted floor area for auxiliary parking use of a duplex dwelling contained in a principal or auxiliary building or structure is 50 square metres for each dwelling unit. (Bylaw No. 464) (Bylaw No. 905)

Height

- (9) The maximum permitted height of a building is 7.6 metres. (Bylaw No. 409)

Site Dimensions

- (10) The minimum required parcel area, usable site area, and frontage are as follows:
(Bylaw No. 953)

Type of dwelling	Gross floor area	Minimum parcel area	Minimum usable site area	Minimum frontage
Detached Dwelling	325 square metres or less	695 square metres	465 square metres	18 metres
Detached Dwelling	greater than 325 square metres	928.6 square metres	581 square metres	24 metres
Duplex Dwelling	375 square metres or less	836 square metres	744 square metres	18 metres
Duplex Dwelling	greater than 375 square metres	836 square metres	836 square metres	24 metres

- (11) Where a detached dwelling is sited on a parcel having a frontage of less than 24 metres, the maximum permitted gross floor area of the dwelling is 325 square metres. Where a detached dwelling is sited on a parcel having a frontage of 24 metres or more, the maximum permitted gross floor area of the detached dwelling is 465 square metres, subject to compliance with the other requirements of this Bylaw regarding permitted gross floor area. (Bylaw No. 953)
- (12) Where a duplex dwelling is sited on a parcel having a frontage of less than 24 metres, the maximum permitted gross floor area of the dwelling is 375 square metres. Where the duplex dwelling is sited on a parcel having a frontage 24 metres or more, the maximum permitted gross floor area of the duplex dwelling is 511 square metres, subject to compliance with the other requirements of this Bylaw regarding permitted gross floor area. (Bylaw No. 953)

Site Coverage

- (13) The maximum permitted site coverage is 35 percent. (Bylaw No. 409)

Setbacks

- (14) The minimum permitted front setback is 7.6 metres. (Bylaw No. 409)
- (15) The minimum permitted side setback is as follows: (Bylaw No. 409) (Bylaw No. 905)

TYPE OF DWELLING	GROSS FLOOR AREA OF DWELLING	MINIMUM SIDE SETBACK
Detached Dwelling	325 square metres or less	3 metres
Duplex Dwelling	375 square metres or less	3 metres
Detached Dwelling	greater than 325 square metres	6 metres
Duplex Dwelling	greater than 375 square metres	6 metres

- (16) The minimum permitted rear setback is 7.6 metres. (Bylaw No. 409)
- (17) Notwithstanding subsections (14) to (16), no detached or duplex dwelling located within a bare land strata plan shall be less than: (Bylaw No. 409) (Bylaw No. 905)
- (a) 7.6 metres from the boundaries of that plan;
- (b) 7.6 metres from an internal access road; and
- (c) A distance from any other dwelling calculated as the sum of the following distances for each dwelling:

TYPE OF DWELLING	GROSS FLOOR AREA OF DWELLING	DISTANCE
Detached Dwelling	325 square metres or less	3 metres
Duplex Dwelling	375 square metres or less	3 metres
Detached Dwelling	greater than 325 square metres	6 metres
Duplex Dwelling	greater than 375 square metres	6 metres

- (18) No addition shall be made to a detached dwelling in existence on June 28, 1993 which increases the gross floor area of that dwelling beyond 325 square metres, unless the entire dwelling including the addition is sited within a minimum setback area of six metres on each side of the detached dwelling. (Bylaw No. 953)
- (19) No addition shall be made to a duplex dwelling in existence on June 28, 1993 which increases the gross floor area of that dwelling beyond 375 square metres, unless the entire dwelling including the addition is sited at least six metres from the nearest side parcel line. (Bylaw No. 953)

Off-Street Parking and Loading

- (20) Off-street parking and loading spaces shall be provided and maintained in accordance with the regulations contained in Part 6 of this Bylaw. (Bylaw No. 409)

Other Regulations

- (21) The minimum permitted gross floor area for a detached and duplex dwelling unit is 46.5 square metres. (Bylaw No. 409)
- (22) The maximum permitted number of bedrooms in a detached dwelling is 4. (Bylaw No. 409)
- (23) The maximum permitted number of bedrooms in a duplex dwelling is 8. (Bylaw No. 409)
- (24) The placing of more than one principal building on a parcel is prohibited. (Bylaw No. 409) (Bylaw No. 597)
- (25) An auxiliary residential dwelling unit shall contain a gross floor area no greater than 75 square metres and no less than 32.5 square metres. (Bylaw No. 916)
- (26) In no case shall the gross floor area of the auxiliary residential dwelling unit exceed 35 percent of the gross floor area of a detached dwelling. (Bylaw No. 597)
- (27) An auxiliary residential dwelling unit shall contain only up to two bedrooms, one bathroom, one kitchen, and one living room, and no other rooms. (Bylaw No. 597) (Bylaw No. 916)
- (28) Auxiliary residential dwelling unit shall not be used for tourist accommodation and all other uses not expressly permitted in this section are prohibited. (Bylaw No. 814)

LUC 0007 Brio Land Use Contract Termination

Presentation to Council

February 6th, 2018.

RESORT MUNICIPALITY OF WHISTLER

4325 Blackcomb Way
Whistler, British Columbia
Canada V0N 1B4
www.whistler.ca

TEL 604 932 5535
TF 1 866 932 5535
FAX 604 935 8109



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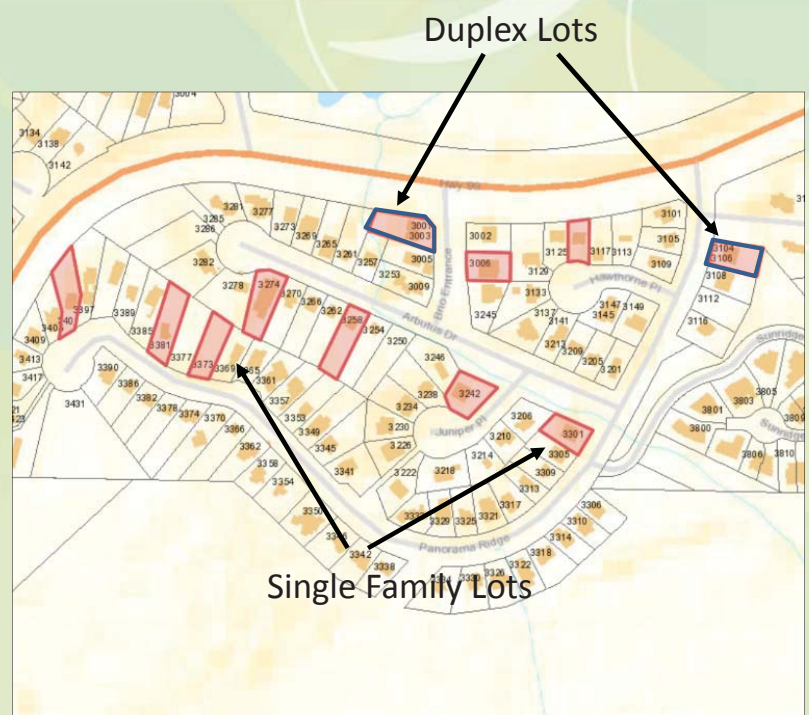


Background Land Use Contracts (LUCs) Generally

- Existed as a regulatory tool 1970-1980
 - ✓ Used in place of zoning; contract between Municipality and property owner
 - Regulate land use, siting, infrastructure, amenities, form and character, etc.
 - Could “lock in” regulations and municipality and land owner had to agree to amendment or termination.
- May 2014, *Local Government Act* amended:
 - ✓ All Land Use Contracts in BC automatically terminate on June 30, 2024.
 - ✓ Local governments must have zoning in place by June 30, 2022.
 - ✓ Local government-initiated, termination now possible.
- May 3rd 2016, report to Council
 - ✓ Recommended an approach for early termination of all LUC's in Whistler at a rate of 1-2 LUC's per year.

The Brio LUC

- Enacted in 1978 to authorize a 110 lot subdivision.
- Most lots rezoned to RS1 and LUC discharged.
- Today, only eleven properties subject to the Brio LUC:
 - ✓ Nine lots with single family dwellings.
 - ✓ Two lots with duplexes.

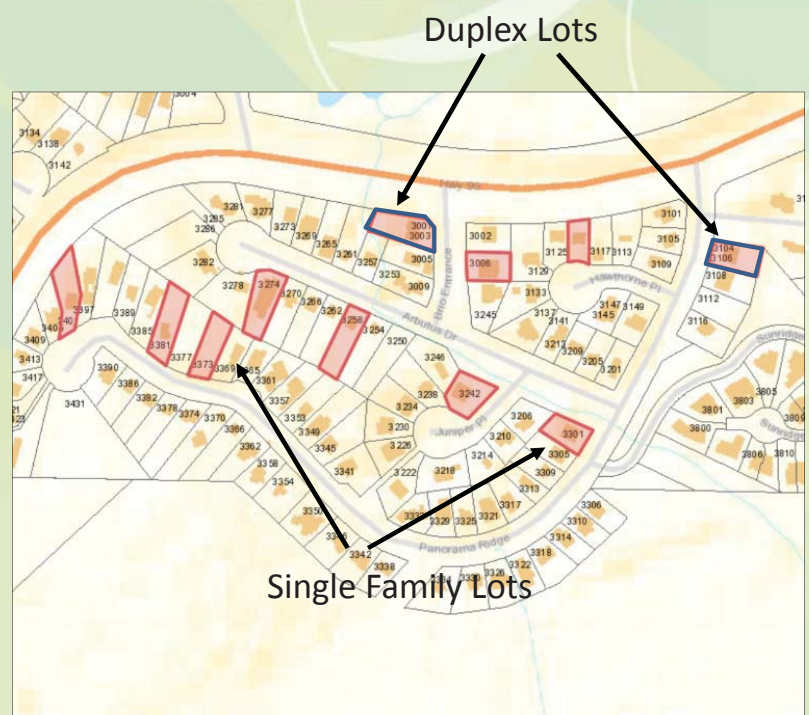


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 - ✓ Two lots with duplexes.



LUC Requirements

- Infrastructure construction: **Completed**
- Subdivision/permit requirements: **Completed**
- Fees and taxes: **Paid**
- Miscellaneous legal clauses: **No longer needed**
- Buyback Clause: **No longer relevant**
- Zoning Bylaw Applicability:
 - ✓ LUC “locks in” 1978 version of Zoning Bylaw 9.
 - ✓ 90% of the lots had to be developed under the rules for R1 or RS1.
 - ✓ 10% of the lots had to be developed under the rules for R2 or RS2.
 - ✓ Brio Holding’s Ltd. (the developer) determined where to assign R1/RS1 and R2/RS2 zoning.

Proposed Bylaw

- LUC Termination

- ✓ Termination delayed for one year under *Local Government Act*. LUC then discharged from the title and zoning takes effect:

- Single Family Dwelling lots: RS1 Zoning
 - Duplex lots: RT1 Zoning

Analysis

1. *Local Government Act* requirements met.

2. Public engagement:

- ✓ Public hearing and further notification required under the *Local Government Act*
- ✓ Mail notification to the owners, no feedback received from eleven lot owners.

3. Alignment of regulations:

- ✓ Single family dwelling lots: RS1 zoning
- ✓ Duplex Lots: RT1 zoning
- ✓ Consistent with surrounding neighbourhood
- ✓ Minimal change from existing LUC regulations

4. Consistent and equitable approach:

- ✓ No fees to property owners for this process.
- ✓ “Like-for-like” zoning

Recommendation

That Council consider giving first and second readings to Land Use Contract Termination Bylaw (Brio) 2169, 2018;

That Council authorize staff to schedule a public hearing for Land Use Contract Termination Bylaw (Brio) 2169, 2018;

That Council authorize staff, subject to approval of Land Use Contract Termination Bylaw (Brio) 2169, 2018, to give written notice of termination to the Registrar of Land Titles, pursuant to section 548(6) of the *Local Government Act*; and further,

That Council authorize staff, subject to approval of Land Use Contract Termination Bylaw (Brio) 2169, 2018, to give written notice of termination to all owners subject to the Brio land use contract pursuant to Section 549 of the *Local Government Act*.

Councillor Cathy Jewett attended Family Literacy Day at Spring Creek Elementary on behalf of Council. Councillor Jewett said the event was well attended by many community members and stated she looked forward to this being an annual event.

Councillor Sue Maxwell along with Councillor Jack Crompton attended The View from Here and thanked the Whistler Real Estate Corporation for putting on the event. Councillor Maxwell noted that it was appreciated that attendees got to hear from Chief Dean Nelson from the Lil'wat Nation and noted that hearing all the different perspectives from those in attendance was useful.

Councillor Sue Maxwell also attended the BC Municipal Climate Action Leadership Council Meeting on Friday, February 2, 2018. She noted that at the meeting it was announced that there may be more FCM grants for staff support in recognition that many communities are facing the same challenges as us of having staff to support that. Councillor Maxwell stated that it was interesting to hear the District of North Vancouver's Mayor talk about slope stability in times of lots of rain, and to hear their experiences with implementing the B.C. Energy Step Code.

Mayor Nancy Wilhelm-Morden called a recess of the Regular Council Meeting at 6:00 p.m. for a Public Hearing.

Mayor Nancy Wilhelm-Morden reconvened the Regular Council Meeting at 7:30 p.m.

INFORMATION REPORTS

2018 Fee for
Service
Agreements

Moved by Councillor J. Crompton
Seconded by Councillor J. Grills

That Information Report No. 18-014 regarding 2018 Fee for Service Agreements be received.

CARRIED

ADMINISTRATIVE REPORTS

UBCM FireSmart
Grant Application
File No. 8337.02
Report No. 18-016

Moved by Councillor J. Grills
Seconded by Councillor C. Jewett

That Council endorse the grant application for the Union of British Columbia Municipalities FireSmart Planning and Activities Grant to further develop the FireSmart program in Whistler; and further

That Council pass a resolution indicating support of this application and a willingness to provide overall grant management as per the Union of British Columbia Municipalities grant requirements.

CARRIED

LUC007 – Brio
Land Use
Contract
Termination
File No. LUC007
Report No. 18-
015

Moved by Councillor C. Jewett
Seconded by Councillor S. Maxwell

That Council consider giving first and second readings to "Land Use Contract Termination Bylaw (Brio) No. 2169, 2018"; and

That Council authorize staff to schedule a Public Hearing for “Land Use Contract Termination Bylaw (Brio) No. 2169, 2018”, to advertise for the Public Hearing in the Pique Newsmagazine and to deliver notice of the Public Hearing to the owners and tenants of all parcels subject to the Brio Land Use Contract; and

That Council authorize staff, subject to approval of “Land Use Contract Termination Bylaw (Brio) No. 2169, 2018”, to give written notice of termination to the Registrar of Land Titles, pursuant to section 548(6) of the *Local Government Act*; and further

That Council authorize staff, subject to approval of “Land Use Contract Termination Bylaw (Brio) No. 2169, 2018”, to give written notice of termination to all owners subject to the Brio Land Use Contract pursuant to section 549 of the *Local Government Act*.

CARRIED

BYLAWS FOR FIRST AND SECOND READINGS

Land Use
Contract
Termination

Bylaw
(Brio) No. 2169,
2018

Moved by Councillor C. Jewett
Seconded by Councillor J. Grills

That “Land Use Contract Termination Bylaw (Brio) No. 2169, 2018” be given first and second readings.

CARRIED

BYLAWS FOR THIRD READING

Zoning
Amendment
Bylaw (Creekside
Plaza) No. 2165,
2017

No action was taken regarding “Zoning Amendment Bylaw (Creekside Plaza) No. 2165, 2017”.

BYLAWS FOR ADOPTION

Zoning
Amendment
Bylaw (Cannabis
Retail, Production
and Distribution)
No. 2159, 2017

Moved by Councillor J. Crompton
Seconded by Councillor S. Anderson

That “Zoning Amendment Bylaw (Cannabis Retail, Production and Distribution) No. 2159, 2017” be adopted.

CARRIED

Financial Plan
2017-2021
Amendment
Bylaw No. 2173,
2018

Moved by Councillor C. Jewett
Seconded by Councillor S. Maxwell

That “Financial Plan 2017-2021 Amendment Bylaw No. 2173, 2018” be adopted.

CARRIED

OTHER BUSINESS

Committee
Member
Appointments

Mayor Nancy Wilhelm-Morden notified the public that the following individuals were appointed to the May Long Weekend Advisory Committee for a two-year term:

- Doug Andrews as the Accommodation Sector Representative;
- Sarah McCullough as the Member at Large; and
- Staff Sergeant Paul Hayes as the Whistler RCMP Representative.