



PUBLIC HEARING OF MUNICIPAL COUNCIL
POST-MEETING AGENDA

Tuesday, June 23, 2020, 4:00 p.m.

Remote Meeting

For information on how to participate: <https://www.whistler.ca/municipal-gov/council/public-hearings>

1. Public Hearing - Land Use Contract Termination Bylaw (Bayshores) No. 2213, 2020

This meeting is being held electronically in accordance with Local Government Meetings and Bylaw Process (COVID-19) Order No. 3 (Ministerial Order M192/ 2020).

The Public Hearing can be accessed via online video or phone conferencing.

Details on how to join can be found online at: [whistler.ca/LUC00003](https://www.whistler.ca/LUC00003).

2. Call to Order

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 (Bayshores) No. 2213, 2020" (the "proposed Bylaw").

Everyone present shall be given a reasonable opportunity to be heard or to provide 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 for the public record.

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

3. Purpose of "Land Use Contract Termination Bylaw (Bayshores) No. 2213, 2020"

As stated in the Notice of Public Hearing, the purpose of "Land Use Contract Termination Bylaw (Bayshores) No. 2213, 2020" is to terminate the Bayshores Land Use Contract (the "LUC") from the subject lands and zone the subject lands RM70 Zone (Residential Multiple Seventy) under "Zoning and Parking Bylaw No. 303, 2015". If the Bylaw is adopted, both the LUC termination and the new zoning designation will take effect one year after the date the Bylaw is adopted.

4. Presentation

A presentation by municipal staff regarding the proposed Bylaw.

5. Submissions

Submissions by any persons concerning the proposed Bylaw.

Information on how to participate can be found online at: [whistler.ca/LUC00003](https://www.whistler.ca/LUC00003).

6. Correspondence

7. Motion to Close the Public Hearing

That the Public Hearing for "Land Use Contract Termination Bylaw (Bayshores) No. 2213, 2020" be terminated at 4:55 p.m.

PUBLIC HEARING DOCUMENT INDEX

Land Use Contract Termination Bylaw (Bayshores) No. 2213, 2020		
Document Type	Date	Details
Public Hearing Document Index		
Notice of Public Hearing		Notice of Public Hearing (scheduled for June 23, 2020)
Proposed Bylaw		Land Use Contract Termination Bylaw (Bayshores) No. 2213, 2020
Council Report 20-033	5-May-20	Administrative Report to Council: Bayshores Land Use Contract Termination – First and Second Readings
Council Report 19-117	17-Sep-19	Administrative Report to Council: LUC003 – Bayshores Land Use Contract Termination
Council Report 16-055	3-May-16	Information Report to Council: Land Use Contract Termination Process
Presentation Slides	5-May-20	Presentation slides for report to Council
Presentation Slides	17-Sep-19	Presentation slides for report to Council
Presentation Slides	3-May-16	Presentation slides for report to Council
Council Minutes	5-May-20	Minutes of the Regular Meeting of Council of May 5, 2020
Council Minutes	17-Sep-19	Minutes of the Regular Meeting of Council of September 17, 2019
Council Minutes	3-May-16	Minutes of the Regular Meeting of Council of May 3, 2016
Notice of Public Open House	Nov-19	Notice of Public Open House (scheduled for November 25, 2019)
Letter to Owners	8-Nov-19	Letter to Owners regarding Bayshores Land Use Contract Termination
Presentation Slides	25-Nov-19	Presentation slides for Public Open House (November 25, 2019)

Correspondence		Correspondence will be added to the package as it is received
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NOTICE OF PUBLIC HEARING

TUESDAY, JUNE 23, 2020 – 4:00 P.M.

This Public Hearing will be held electronically pursuant to Local Government Meetings and Bylaw Process (COVID-19) Order No. 2 (Ministerial Order M139/2020).

If the Government of British Columbia lifts the Provincial State of Emergency currently in place before June 23, 2020, this Public Hearing will be held at the following location:

MAURY YOUNG ARTS CENTRE
Franz Wilhelmsen Theatre, 4335 Blackcomb Way, Whistler, BC

LAND USE CONTRACT TERMINATION BYLAW (BAYSHORES) NO. 2213, 2020

SUBJECT LANDS: The lands that are the subject of the proposed Bylaw are shown outlined in a heavy bold black line and identified as “subject lands” on the map attached to this notice.

PURPOSE:

In general terms, the purpose of the proposed Bylaw is to terminate the Bayshores Land Use Contract (the “LUC”) from the subject lands and zone the subject lands RM70 Zone (Residential Multiple Seventy) under “Zoning and Parking Bylaw No. 303, 2015”. If the Bylaw is adopted, both the LUC termination and the new zoning designation will take effect one year after the date the Bylaw is adopted.

INSPECTION OF DOCUMENTS:

A copy of the proposed Bylaw and relevant background documentation along with written submissions received 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., Monday to Friday (statutory holidays excluded) from June 11, 2020 to and including June 22, 2020, and on June 23, 2020 from 8:00 a.m. to 4:00 p.m. (the start time for the Public Hearing).

A copy of the proposed Bylaw and relevant background documentation along with written submissions received may also be viewed online on the Resort Municipality of Whistler (RMOW) website at:
whistler.ca/LUC00003

PUBLIC PARTICIPATION:

All persons who believe that their interest in property is affected by the proposed Bylaw will be afforded a reasonable opportunity to be heard by Council at the Public Hearing. All persons can: 1) submit written comments to Council; and/or 2) make oral representations LIVE via online video or phone conferencing. (Your image will not be broadcast to Council or the public.)

1. Submit Written Comments to Council

Written comments must be addressed to “Mayor and Council”, and include your name and mailing address. Until 2:00 p.m. on June 23, 2020, written submissions will be received at the following:



Email: corporate@whistler.ca
Fax: 604-935-8109
Hard Copy: Resort Municipality of Whistler
Legislative Services Department
4325 Blackcomb Way
Whistler BC V8E 0X5

Written submissions will also be accepted on June 23, 2020 between 2:00 p.m. and the time when the motion to close the Public Hearing is made. During this timeframe, written comments must be submitted by email to: corporate@whistler.ca

All submissions will form part of the Public Hearing record and will be added to the Public Hearing Package as they are received. The Public Hearing Package will be available on the RMOW website at: whistler.ca/LUC00003

2. Participate LIVE via Online Video or Phone Conferencing

The live Public Hearing will take place June 23, 2020 at 4:00 p.m. via online video and phone conferencing. If you wish to make oral representations to Council on the proposed Bylaw by online video or by phone, please use the Public Hearing web link or one of the phone numbers (including meeting ID and password). The Public Hearing will be conducted using Zoom and can be accessed via either online video or phone conferencing.

The web link for the Public Hearing online video option will be posted at whistler.ca/LUC00003 three days before the Public Hearing.

The phone numbers to access the Public Hearing phone conferencing option are as follows:

+1-778-907-2071 +1-647-374-4685 +1-647-558-0588

The meeting ID and password for the phone conferencing option will be posted at whistler.ca/LUC00003 three days before the Public Hearing. You can also obtain this information by calling the Planning Department three days before the Public Hearing at 604-935-8170.

Instructions for Participating via Zoom Online Video or Phone Conferencing

- **Online video:** It is possible to access the Public Hearing on a computer, tablet or smartphone. Your camera will not be available, but your microphone will need to be enabled. To indicate that you wish to make an oral representation, click on the 'raise hand' feature. The moderator will allow each person to speak in turn. When it is your turn to speak, your microphone will be unmuted and you will be asked to provide your name and address for the public record. Please be patient as there may be others in the queue before you.
- **Phone conferencing:** To access the Public Hearing by phone, use one of the phone numbers above along with the meeting ID and password from the website (whistler.ca/LUC00003) as prompted. To indicate that you wish to make an oral representation, use the 'raise hand' feature by dialing [*9]. When it is your turn to speak, the meeting moderator will announce the last three digits of your phone number, and your line will be unmuted. You will be asked to provide your name and address for the public record. Please be patient as there may be others in the queue before you.



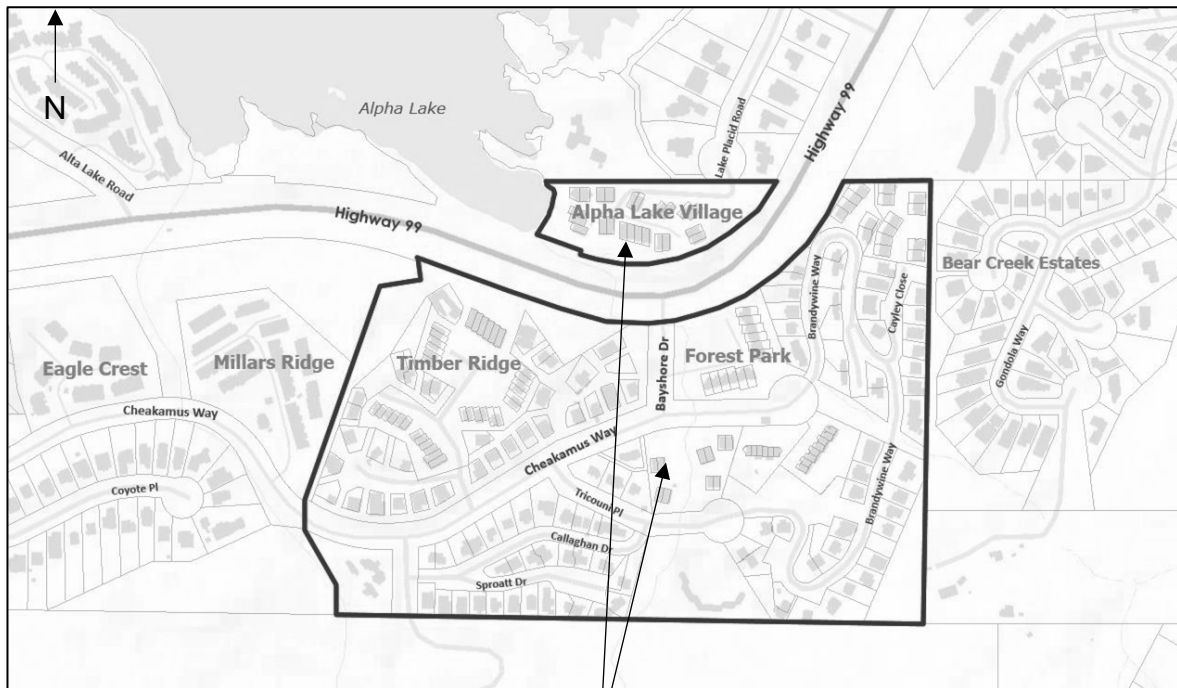
After the conclusion of this Public Hearing, Council cannot receive representations from the public on the proposed Bylaw.

General information on participating in the RMOW's electronic public hearings is available here:
<https://www.whistler.ca/municipal-gov/council/public-hearings>

Members of the public can also view the Live Stream of the Public Hearing at:
<https://www.whistler.ca/municipal-gov/council/watch-council-meetings>

LAND USE CONTRACT TERMINATION BYLAW (BAYSHORES) NO. 2213, 2020

Map showing Subject Lands



SUBJECT LANDS

RESORT MUNICIPALITY OF WHISTLER

LAND USE CONTRACT TERMINATION BYLAW (BAYSHORES) NO. 2213, 2020

**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 (Bayshores) No. 2213, 2020".
2. Zoning and Parking Bylaw No. 303, 2015 (the "Zoning Bylaw") is amended as follows:
 - 2.1 The RM70 Zone (Residential Multiple Seventy) attached as Schedule 1 to this Bylaw is added to Part 13 of the Zoning Bylaw as section 71, immediately following section 70; and
 - 2.2 Schedule "A" to the Zoning Bylaw is amended by assigning the RM70 Zone (Residential Multiple Seventy) designation to every parcel shown in the key plan that appears in, and forms part of, the RM70 Zone (Residential Multiple Seventy).
3. The Land Use Contract registered in the Land Title Office under charge No. F80566 (the "Land Use Contract") is terminated in respect of every parcel to which the RM70 zoning designation is assigned by section 2.2 of this Land Use Contract Termination Bylaw (Bayshores) No. 2213, 2020.
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 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 5th day of May, 2020.

Pursuant to Section 464 of the *Local Government Act*, a Public Hearing was held this ____ day of _____, 2020.

Given THIRD READING this ____ day of _____, 2020.

Approved by the Minister of Transportation and Infrastructure this ____ day of _____, 2020.

ADOPTED by the Council this ____ day of _____, 2020.

Jack Crompton,
Mayor

Alba Banman,
Municipal Clerk

I HEREBY CERTIFY that this is a true
copy of "Land Use Contract Termination
Bylaw (Bayshores) No. 2213, 2020".

Alba Banman,
Municipal Clerk

Schedule 1 to Land Use Contract Termination Bylaw (Bayshores) No. 2213, 2020

RM70 Zone (Residential Multiple Seventy)

71. RM70 Zone (Residential Multiple Seventy)

Intent

- (1) The intent of this zone is to permit the development of detached, duplex and townhouse dwellings.

Permitted Uses

- (2) The following uses are permitted in the RM70 Zone, and all other uses are prohibited:
- (a) detached dwellings, duplex dwellings and townhouses, but the location of these permitted uses is restricted to specific strata lots, as set out in Table 13A, with the general location of the strata lots shown for reference only in the key plan for the RM70 Zone;
 - (b) auxiliary buildings and auxiliary uses; and
 - (c) auxiliary residential dwelling unit provided it is contained within a detached dwelling.

Density

- (3) In the RM70 Zone, the maximum gross floor areas (GFA) for dwelling units are set out in Table 13A. In the case of a detached dwelling, the maximum GFA specified in Table 13A includes the area of any auxiliary residential dwelling unit.
- (4) Despite subsection (3) above, if the actual gross floor area of a dwelling, the construction of which was authorized by a development permit or a building permit issued by the Municipality prior to the date of "Land Use Contract Termination Bylaw (Bayshores) No. 2213, 2020" coming into force, exceeds the amount specified in Table 13A, then the gross floor area authorized by the building permit shall be the maximum permitted gross floor area for that dwelling.
- (5) The maximum permitted floor area for auxiliary parking use of a detached dwelling is 50 square metres.
- (6) The maximum permitted floor area for auxiliary parking use of a duplex dwelling is 40 square metres for each dwelling unit.
- (7) The maximum permitted floor area for auxiliary parking use of a townhouse is 30 square metres for each dwelling unit.

Height

- (8) The maximum permitted height of a detached dwelling is 7.6 metres.
- (9) The maximum permitted height of a duplex dwelling 7.6 metres.

- (10) The maximum permitted height of a townhouse dwelling is 10.7 metres.
- (11) The maximum permitted height of an auxiliary building is set out in Part 5 of this Bylaw.

Setbacks

- (12) The minimum permitted setbacks are set out in Table 13A.
- (13) Despite subsection (12) above, if:
- (a) the actual horizontal distance between a building and any parcel line is less than the setback specified in Table 13A; and,
 - (b) the construction of the building was authorized by a development permit or a building permit issued by the Municipality prior to the date of “Land Use Contract Termination Bylaw (Bayshores) No. 2213, 2020” coming into force, or the location of the building is shown on a strata plan registered in the Land Title Office,

then the distance shown in the development permit, building permit or strata plan shall be the minimum setback from that parcel line, for that parcel.

- (14) The minimum front setback for an auxiliary building is 7.6 metres.

Off-Street Parking and Loading

- (15) Off-street parking and loading spaces shall be provided and maintained in accordance with the regulations contained in Part 6 of this Bylaw, but despite any regulation in this Bylaw to the contrary, parking spaces required in respect of the use of a parcel within a bare land strata plan may be located on strata roads within the same strata plan.

Other Regulations

- (16) 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.
- (17) In no case shall the gross floor area of the auxiliary residential dwelling unit exceed 40 per cent of the gross floor area on a parcel.
- (18) Table 13A – Permitted Uses, Densities and Setbacks for the RM70 Zone:

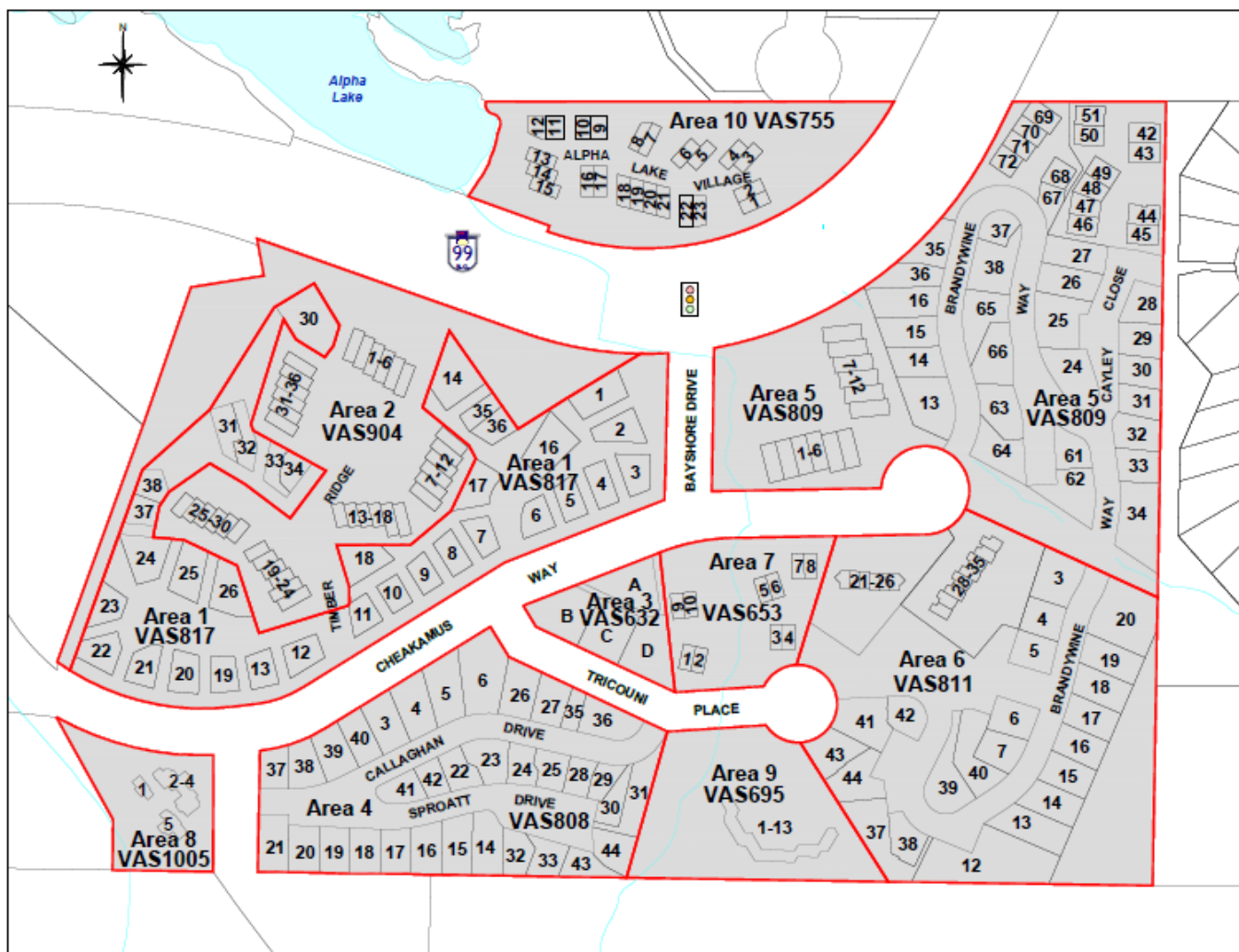
Area 1 (Strata Plan VAS 817)			
Strata Lot (SL)	Permitted Use	Maximum GFA	Setback
SL 1-13, 16-26	one detached dwelling per strata lot	232 square metres per detached dwelling	0 metres to the boundary of the strata lot
SL 14, 30	one duplex dwelling per strata lot	372 square metres per duplex dwelling	
SL 31-38	one-half duplex dwelling per strata lot	186 square metres per one-half duplex dwelling	

Area 2 (Strata Plan VAS 904)			
Strata Lot (SL)	Permitted Use	Maximum GFA	Setback
SL 1-6, 19-24	one townhouse dwelling per strata lot	183 square metres per townhouse dwelling	0 metres to the boundary of the strata lot
SL 7-18, 25-36	one-half duplex dwelling per strata lot	186 square metres per one-half duplex dwelling	
Area 3 (Strata Plan VAS 632)			
Strata Lot (SL)	Permitted Use	Maximum GFA	Setback
Lots A-D	one detached dwelling per strata lot	232 square metres per detached dwelling	7.6 metres from the front or rear strata lot line and 3 metres from the side strata lot line
Area 4 (Strata Plan VAS 808)			
Strata Lot (SL)	Permitted Use	Maximum GFA	Setback
SL 3-6, 14-21	one detached dwelling per strata lot	232 square metres per detached dwelling	a) the front setback is 4.6 metres from the strata lot line; notwithstanding the forgoing, if the average grade sloping upwards from the front lot line of any strata lot towards the rear lot line over a distance of a least 7.6 metres is greater than 30%, then the front setback is 3 metres b) 3 metres from the side or rear strata lot lines
SL 22-33, 35-44	one-half duplex dwelling per strata lot	186 square metres per one-half duplex dwelling	
Area 5 (Strata Plan VAS 809)			
Strata Lot (SL)	Permitted Use	Maximum GFA	Setback
SL 1-12	one townhouse dwelling per strata lot	232 square metres per townhouse dwelling	7.6 metres to the boundary of the strata plan
SL 13-16, 24-34	one detached dwelling per strata lot	232 square metres per detached dwelling	a) the front setback is 4.6 metres from the strata lot line; notwithstanding the forgoing, if the average grade sloping upwards from the front lot line of any strata lot towards the rear lot line over a distance of a least 7.6 metres is greater than 30%, then the front setback is 3 metres
SL 35-38, 61-68	one-half duplex dwelling per strata lot	186 square metres per one-half duplex dwelling	

			b) 3 metres from the side or rear strata lot lines
SL 42-45, 50, 51	one-half duplex dwelling per strata lot	186 square metres per one-half duplex dwelling	0 metres to the boundary of the strata lot
SL 46-49, 69-72	one townhouse dwelling per strata lot	183 square metres per townhouse dwelling	
Area 6 (Strata Plan VAS 811)			
Strata Lot (SL)	Permitted Use	Maximum GFA	Setback
SL 3-7, 12-20	one detached dwelling per strata lot	232 square metres per detached dwelling	a) the front setback is 4.6 metres from the strata lot line; notwithstanding the forgoing, if the average grade sloping upwards from the front lot line of any strata lot towards the rear lot line over a distance of a least 7.6 metres is greater than 30%, then the front setback is 3 metres b) 3 metres from the side or rear strata lot lines
SL 21-26, 28-35	one townhouse dwelling per strata lot	183 square metres per townhouse dwelling	0 metres to the boundary of the strata lot
SL 37-44	one-half duplex dwelling per strata lot	186 square metres per one-half duplex dwelling	a) the front setback is 4.6 metres from the strata lot line; notwithstanding the forgoing, if the average grade sloping upwards from the front lot line of any strata lot towards the rear lot line over a distance of a least 7.6 metres is greater than 30%, then the front setback is 3 metres b) 3 metres from the side or rear strata lot lines

Area 7 (Strata Plan VAS 653)			
Strata Lot (SL)	Permitted Use	Maximum GFA	Setback
SL 1-10	one-half duplex dwelling per strata lot	186 square metres per one-half duplex dwelling	a) for the front and rear setbacks, 7.6 metres from the boundary of the strata plan b) for the side setbacks, 3 metres from the boundary of the strata plan
Area 8 (Strata Plan VAS 1005)			
Strata Lot (SL)	Permitted Use	Maximum GFA*	Setback
SL 1-5	one townhouse dwelling per strata lot	the combined gross floor area of all dwellings in Area 8 shall not exceed a floor site ratio of 0.4	7.6 metres to the boundary of the strata plan
Area 9 (Strata Plan VAS 695)			
Strata Lot (SL)	Permitted Use	Maximum GFA	Setback
SL 1-13	one townhouse dwelling per strata lot	the combined gross floor area of all dwellings in Area 9 shall not exceed a floor site ratio of 0.4	7.6 metres to the boundary of the strata plan
Area 10 (Strata Plan VAS 755)			
Strata Lot (SL)	Permitted Use	Maximum GFA	Setback
SL 1-12, 16-17, 22-23	one-half duplex dwelling per strata lot	the combined gross floor area of all dwellings in Area 10 shall not exceed a floor site ratio of 0.4	7.6 metres to the boundary of the strata plan
SL 13-15, 18-21	one townhouse dwelling per strata lot		

(19) Key plan for the RM70 Zone:





REPORT | ADMINISTRATIVE REPORT TO COUNCIL

PRESENTED: May 5, 2020
FROM: Resort Experience
SUBJECT: BAYSHORES LAND USE CONTRACT TERMINATION – FIRST AND SECOND READINGS

REPORT: 20-033
FILE: LUC00003

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 (Bayshores) No. 2213, 2020”; and

That Council authorize staff to schedule a Public Hearing for “Land Use Contract Termination Bylaw (Bayshores) No. 2213, 2020” and to provide notice of the Public Hearing; and

That Council authorize staff, subject to adoption of “Land Use Contract Termination Bylaw (Bayshores) No. 2213, 2020”, 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 adoption of “Land Use Contract Termination Bylaw (Bayshores) No. 2213, 2020”, to give written notice of termination to the affected property owners pursuant to section 549 of the *Local Government Act*.

REFERENCES

Appendix “A” – Subject Property Map

Appendix “B” – Letter to Owners regarding Open House

Appendix “C” – Open House Presentation

Appendix “D” – Letter from Mr. Murray A. Braaten regarding Strata Plan VAS695

Administrative Report to Council No. 19-117 – LUC003 – Bayshores Land Use Contract Termination, dated September 17, 2019 (Not attached)

Information Report to Council No. 16-055 – Land Use Contract Termination Process, dated May 3, 2016 (Not attached)

PURPOSE OF REPORT

The purpose of this Report is to present “Land Use Contract Termination Bylaw (Bayshores) No. 2213, 2020” to Council for consideration of first and second readings. This Report also requests that Council authorize staff to schedule, and provide notice of, a Public Hearing for “Land Use Contract Termination Bylaw (Bayshores) No. 2213, 2020”. The proposed bylaw will terminate the Bayshores Land Use Contract (LUC) from the subject lands and zone the subject lands RM70 Zone (Residential Multiple

Seventy) (RM70 Zone) under “Zoning and Parking Bylaw No. 303, 2015” (the Zoning Bylaw). If the bylaw is adopted, the Bayshores LUC will be terminated from the subject lands and the zoning will take effect one year from the date of adoption of the bylaw. The subject lands are identified in Appendix “A”. The proposed zoning applies to ten different strata properties, representing a total of 248 strata lots. The strata properties are VAS817, VAS904, VAS632, VAS808, VAS809, VAS811, VAS653, VAS1005, VAS695 and VAS755.

The proposed zoning bylaw has been prepared consistent with provincial regulations for the termination of Land Use Contracts, and with the RMOW’s project approach and principles for its Land Use Contract discharge process.

DISCUSSION

Background

LUCs existed as a regulatory tool between 1970 and 1980 and were used in place of zoning and other development bylaws to regulate development (land use, siting, infrastructure, amenities, form and character, environmental considerations, etc.). LUCs could “lock in” development regulations in perpetuity and could only be amended or terminated by agreement between the municipality and land owner. LUCs were legislated out of use in the early 1980s, however existing LUCs remain in force.

In May 2014, the *Local Government Act* (LGA) 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 LGA allows unilateral, local government initiated termination of LUCs prior to June 30, 2022, provided zoning is in place prior to termination. The LGA also stipulates that the LUC remains applicable until one year after the adoption of the zoning bylaw, after which time the zoning bylaw comes into force.

On May 3, 2016, staff presented Information Report to Council No. 16-055 – Land Use Contract Termination Process. Report No. 16-055 outlined the new legislation and recommended an approach for early termination of all LUCs in Whistler. The report identified eight LUCs in Whistler affecting 2,600 properties, 2,568 of which are stratified properties governed by 60 separate strata corporations, with only 31 fee simple lots regulated by LUCs. The project approach targeted the discharge of one to two LUCs per year. To date, two LUCs, Alpine Meadows and Brio, have been terminated.

The May 3, 2016 staff report also described four overarching principles that would be applied by the RMOW through its zoning and discharge process. These are excerpted from that report as follows:

1. Adherence to legislation: New regulations will be drafted and adopted in accordance with the requirements of the *Community Charter* and *Local Government Act*. In cases where applicable legislation prohibits land use contract regulations from being enacted in current municipal bylaws, these regulations cannot be carried forward.
2. Public engagement: *Local Government Act* requirements will be met and additional consultation with affected property owners will occur.
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.

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.

The Bayshores LUC was enacted in April 1978. It is registered on the affected property titles as F80566. On September 17, 2019, staff presented Administrative Report to Council No. 19-117 – LUC003 – Bayshores Land Use Contract Termination. Report No. 19-117 detailed the history of the Bayshores LUC and its relationship to Zoning Bylaw No. 9. Report No. 19-117 also presented a draft of the proposed RM70 Zone, which is the zoning proposed to replace the Bayshores LUC for the subject lands upon its termination. On September 17, 2019, Council authorized staff to prepare the necessary bylaws to rezone lands subject to the Bayshores LUC and to terminate the Bayshores LUC pursuant to sections 547 and 548 of the LGA.

Subsequent to the September 17, 2019 regular meeting of Council, staff distributed an information letter to property owners within the subject lands. This letter provided the draft proposed zone, invited owners to an open house and provided an invitation to submit written comments on the proposed zoning to replace the LUC. The open house was held on November 25, 2019.

Proposed Bylaw

“Land Use Contract Termination Bylaw (Bayshores) No. 2213, 2020” will terminate the Bayshores LUC from the subject lands and assign the RM70 Zone to the subject lands in Appendix “A”.

The RM70 Zone is intended to mirror the regulations established by the LUC, applicable permits and covenants for each strata lot. Overall, the RM70 Zone divides the LUC area into different sections based on strata plans to reflect the historic patterns of development and to provide specifications regarding permitted land use, maximum gross floor area (GFA), setbacks and maximum height. As the RM70 Zone will be added to the RMOW’s current Zoning Bylaw, the general regulations from the Zoning Bylaw that provide for auxiliary residential dwelling units and GFA exclusions will also apply to the subject lands currently within the Bayshores LUC area.

The RM70 Zone presented in “Land Use Contract Termination Bylaw (Bayshores) No. 2213, 2020” reflects the draft proposed zone that was provided to Council on September 17, 2019 and distributed to property owners with revisions to address off-street parking and to tighten the bylaw language based on legal review to clarify interpretation. To address Council’s comments regarding parking concerns in the Bayshores LUC area, the clause respecting off-street parking and loading was revised to clarify that parking spaces required in respect of the use of a parcel within a bare land strata plan may be located on strata roads *within the same strata plan*; this reflects existing conditions and historic use. Revisions were also made to address allowances for covered or enclosed parking which is excluded from the calculation of gross floor area similar to other residential zones. The maximum areas established are specified in the density provisions of the bylaw, and reflect existing conditions based on building permit records. Additionally, Table 13A was revised to clarify the correct interpretation of the specified maximum GFA and setback requirements which have not been changed.

The LGA delays the effect of any bylaw discharging an LUC for one year. Subsequently, if the proposed termination bylaw is ultimately adopted by Council, the LUC will not be formally terminated from the subject lands and the zoning will not take effect until one year from the date of adoption of the bylaw (approximately July 2021).

WHISTLER 2020 ANALYSIS

Please refer to the analysis provided in Administrative Report to Council No. 19-117 – LUC003 – Bayshores Land Use Contract Termination, dated September 17, 2019.

OTHER POLICY CONSIDERATIONS

Please refer to the analysis provided in Administrative Report to Council No. 19-117 – LUC003 – Bayshores Land Use Contract Termination, dated September 17, 2019.

BUDGET CONSIDERATIONS

There are no budget considerations. The termination of Whistler's LUCs is a planned, multi-year project. All costs associated with bylaw preparation, the Public Hearing, notices and legal fees will be covered under the existing Planning Department budget.

COMMUNITY ENGAGEMENT AND CONSULTATION

Letter to Owners

On November 8, 2019, staff distributed a letter to affected property owners. This letter provided an overview of the provincial requirement for municipalities to terminate LUCs and described Council's permission to proceed with terminating the Bayshores LUC. The draft proposed zone was attached to the letter for owners' information. The letter also invited property owners to attend an open house and identified the opportunity for written comments on the draft zone. This letter is provided in Appendix "B".

Open House

Staff held an open house on the termination of the Bayshores LUC and the proposed zone for affected property owners on Monday, November 25, 2019 from 5 p.m. to 7 p.m. at the Whistler Conference Centre. Posters on the termination process and draft proposed zone were displayed in the meeting room. At this open house, staff presented an overview of the proposed zone and were available for questions about the draft zone and the LUC termination process. The staff presentation is provided in Appendix "C". A total of 15 people attended the open house; this included 12 members of the public and three members of RMOW Council.

Public Submissions

The letter to owners invited individuals to submit written comments on the draft zone by December 15, 2019. In response to the letter to owners and public open house, staff received one public submission. The received letter is from solicitors who have identified themselves as representing the strata units within Strata Plan VAS695, known as The Seasons. The letter requests that the proposed zone be amended to allow tourist accommodation in The Seasons. The letter claims that tourist accommodation is a pre-existing use of The Seasons and that this use is permitted pursuant to the Bayshores LUC. Staff note that a title search shows that the fractional ownership component referenced in the letter applies to six of the 13 strata lots within The Seasons property (Strata Plan VAS695), and no other properties in the Bayshores LUC area (242 strata lots).

Tourist accommodation use is not permitted by the Bayshores LUC. The Bayshores LUC restricts the use of the lands to "single, duplex and multiple residential dwellings" as defined by Zoning Bylaw No. 9, 1975. There is no reference to tourist accommodation use in the Bayshores LUC. As such, staff have

not amended the proposed RM70 Zone to include tourist accommodation as a permitted use of The Seasons.

Future Notifications

The LGA requires that a Public Hearing for the proposed bylaw be held prior to final consideration by Council, including a notification in the local paper. If Council authorizes staff to schedule a Public Hearing for “Land Use Contract Termination Bylaw (Bayshores) No. 2213, 2020”, staff will advertise the Public Hearing in the local newspaper and deliver notice of the Public Hearing to the owners and tenants of all parcels within the subject lands.

The LGA also requires that written notification be provided to property owners notifying them of the adoption of the bylaw terminating the LUC. This notice must state the date of LUC termination and advise the owners of their right to apply to the Board of Variance for a delay of early termination. Staff will carry out this notification should “Land Use Contract Termination Bylaw (Bayshores) No. 2213, 2020” be adopted by Council.

SUMMARY

This Report presents “Land Use Contract Termination Bylaw (Bayshores) No. 2213, 2020” to Council for consideration of first and second readings. This Report also requests that Council authorize staff to schedule a Public Hearing for “Land Use Contract Termination Bylaw (Bayshores) No. 2213, 2020”. The proposed bylaw will terminate the Bayshores LUC from the subject lands and zone the subject lands RM70 Zone.

Respectfully submitted,

Courtney Beaubien
SENIOR PLANNER – POLICY

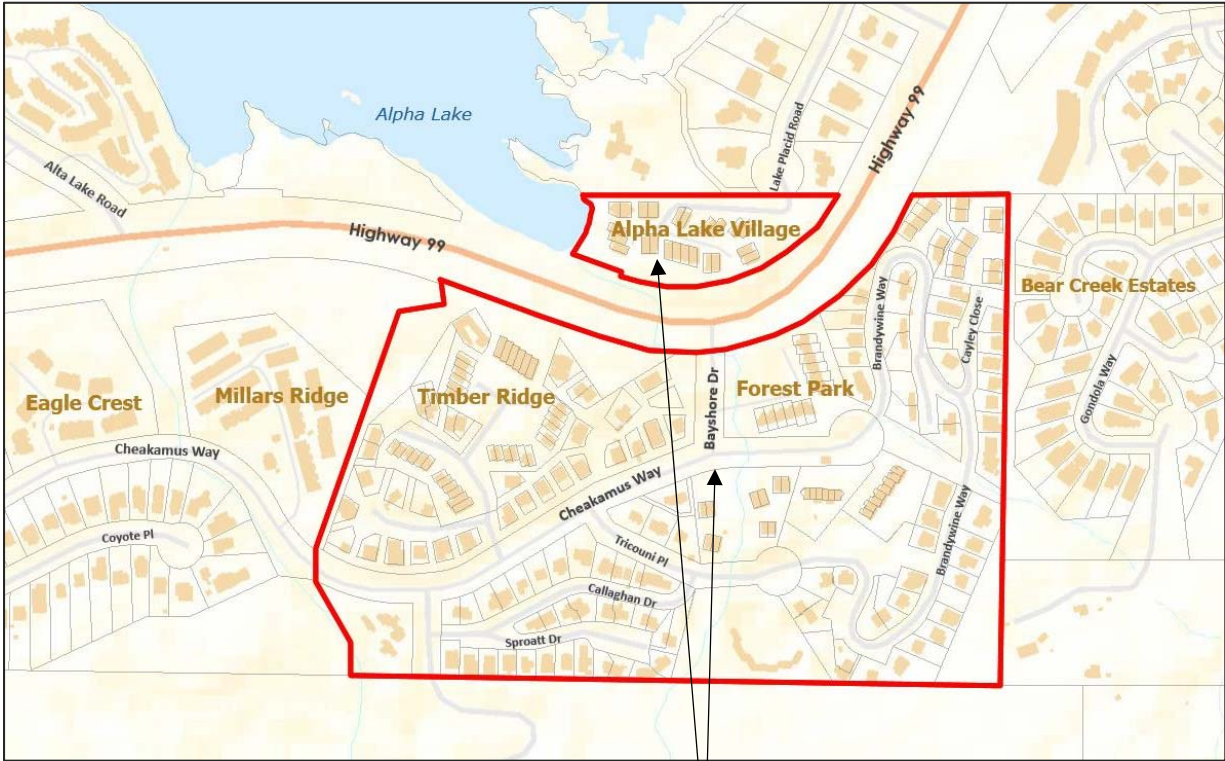
and

Roman Licko
ACTING SENIOR PLANNER – DEVELOPMENT

for

Toni Metcalf
GENERAL MANAGER OF RESORT EXPERIENCE

Subject Property Map



SUBJECT LANDS



RESORT MUNICIPALITY OF WHISTLER

4325 Blackcomb Way TEL 604 932 5535
 Whistler, BC Canada V8E 0X5 TF 1 866 932 5535
 whistler.ca FAX 604 935 8109

November 8, 2019

Dear Sir or Madam,

Re: Bayshores Land Use Contract Termination (File No. LUC00003)

Provincial legislation automatically terminates all Land Use Contracts (LUCs) in British Columbia on June 30, 2024 and requires municipalities to zone all lands regulated by LUCs by June 30, 2022.

On September 17, 2019, RMOW Council authorized staff to prepare the necessary bylaws to zone lands subject to the Bayshores LUC and to terminate the Bayshores LUC pursuant to sections 547 and 548 of the *Local Government Act*. A map of the properties subject to the Bayshores LUC is included on page 2 of this letter. The Bayshores LUC regulations are registered on the titles of these properties.

On September 17, 2019, staff also presented Council with a draft of the zone that is being proposed to replace the Bayshores LUC. This draft zone is entitled "RMB Zone – Residential Multiple Bayshores" and is attached to this letter for your information. The proposed RMB Zone is intended to mirror the regulations established by the LUC, applicable permits, and covenants for each lot within the LUC area. It also applies the general regulations from *Zoning and Parking Bylaw No. 303, 2015*, which provide for auxiliary residential dwelling units and gross floor area exclusions.

The RMOW will be holding an open house on the proposed RMB Zone for affected property owners. At this open house, staff will present an overview of the proposed RMB Zone and be available for questions about the draft zone and the LUC termination process. This open house will be held on **Monday, November 25, 2019** from 5 p.m. to 7 p.m., with a presentation from RMOW staff beginning at 5:30 p.m. It will take place in the Garibaldi Room in the lower level of the **Whistler Conference Centre** at 4010 Whistler Way, Whistler.

The RMOW is also providing the opportunity for written comments on the draft RMB Zone, which must be received by 4 p.m. on **December 15, 2019**. You may email your comments to planning@whistler.ca or mail them to: Planning Department, Resort Municipality of Whistler, 4325 Blackcomb Way, Whistler, BC, V8E 0X5. **Any written comments received will become publicly available as they will be included in a future Administrative Report to Council.** Your letter will appear with your name in the public Council package, but your personal contact information will be redacted.

After December 15, 2019, staff will consider any comments received. Staff will then make recommendations to Council regarding the Land Use Contract Termination Bylaw for the Bayshores LUC. In accordance with the *Local Government Act*, a Public Hearing will be held on the Land Use Contract Termination Bylaw before Council's final consideration of the bylaw. Notification of the Public Hearing will include notice in the local newspaper and a further mail out to property owners. As part of the Public Hearing process, the public will be able to make oral and written representations to Council.

Additional information about the termination of the Bayshores LUC and other LUCs in Whistler can be found on the project website at www.whistler.ca/landusecontracts.

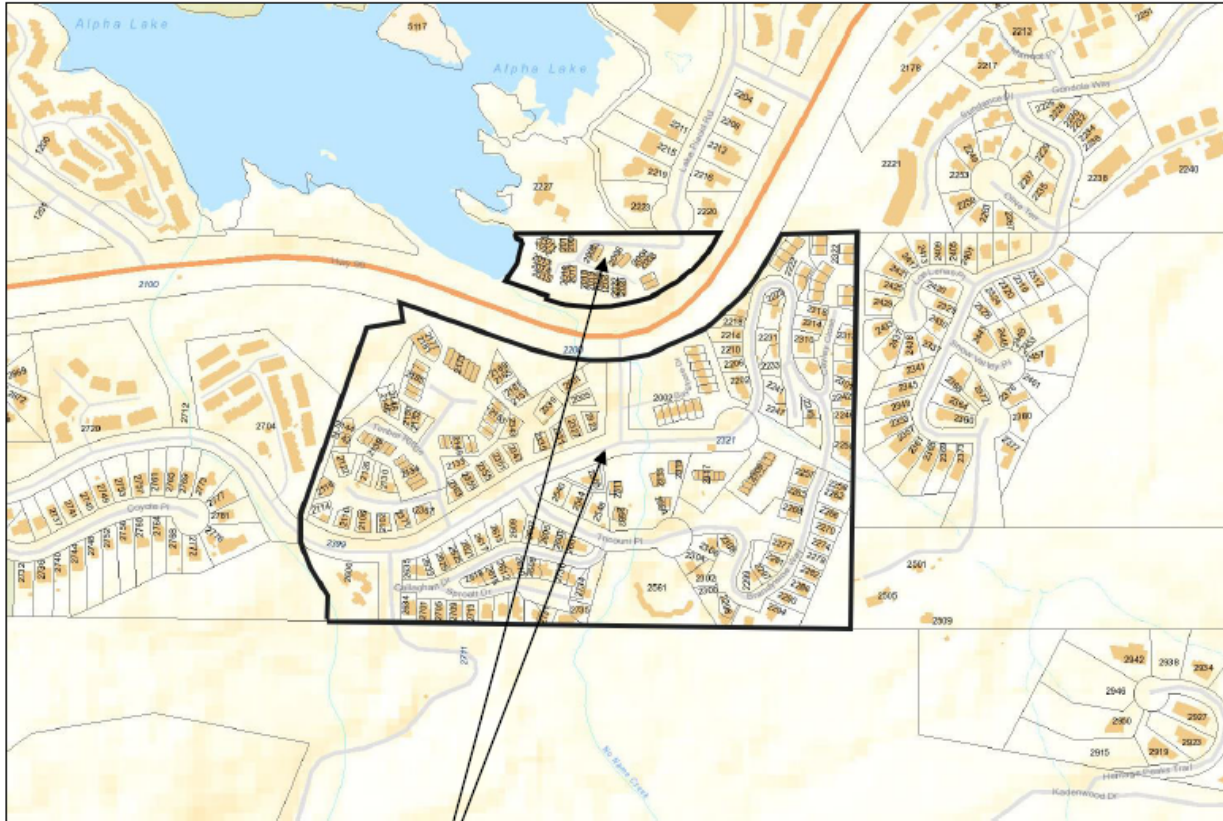
If you have any questions, please contact the Planning Department at 604-935-8170.

Yours sincerely,

Roman Licko
 Acting Director of Planning

Encl.

Bayshores LUC Map



Subject properties

DRAFT PROPOSED ZONE TO REPLACE BAYSHORES LAND USE CONTRACT

71. RMB Zone - Residential Multiple Bayshores

Intent

- (1) The intent of this zone is to permit the development of detached, duplex, townhouse and multiple residential dwellings.

Permitted Uses

- (2) The following uses are permitted only at the locations specified in Schedule x *[Amending Bylaw Schedule B]*, and all other uses are prohibited:
 - (a) Detached dwellings
 - (b) Duplex dwellings
 - (c) Townhouses
 - (d) Auxiliary buildings and auxiliary uses
 - (e) Auxiliary residential dwelling unit provided it is contained within a detached dwelling.

Density

- (3) In the RMB zone:
 - (a) the maximum number of detached dwellings is 69;
 - (b) the maximum number of townhouse dwellings is 95;
 - (c) the maximum number of duplex dwellings is 43;
 - (d) and the maximum gross floor area of any dwelling is set out in Schedule x.
- (4) Despite subsection 3, if the actual gross floor area of a townhouse on any site, the construction of which was authorized by a building permit duly authorized by the Municipality exceeded the amount specified in Schedule x, such actual gross floor area shall be deemed to be the maximum permitted gross floor area for the site.

Height

- (5) The maximum permitted height of buildings and structures is as set out in Schedule x.

Setbacks

- (6) The minimum permitted setbacks for each lot into which the Lands will be subdivided or strata titled are as set out in Schedule x.
- (7) Despite subsection 3, if the actual setbacks of a building on any site, the construction of

which was authorized by a building permit duly authorized by the Municipality is less than the distance specified in Schedule x, such setback distance shall be deemed to be the allowable distance for the site.

Off-Street Parking and Loading

- (8) Off-street parking and loading spaces shall be provided and maintained in accordance with the regulations contained in Part 6 of this Bylaw, notwithstanding, parking spaces required in respect of the use of a parcel within a bare land strata may be located on strata roads.

Other Regulations

- (9) Notwithstanding subsection 3(3) of Part 5, the maximum permitted floor area for an auxiliary building is:
 - (a) 70 square metres on a parcel with a detached dwelling; and,
 - (b) 50 square metres on a parcel with a duplex dwelling.
- (10) 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.
- (11) 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.

SCHEDULE X

LAND USE PLAN OF RMB ZONE WITH TABLE OF HEIGHTS, DENSITIES AND SETBACKS

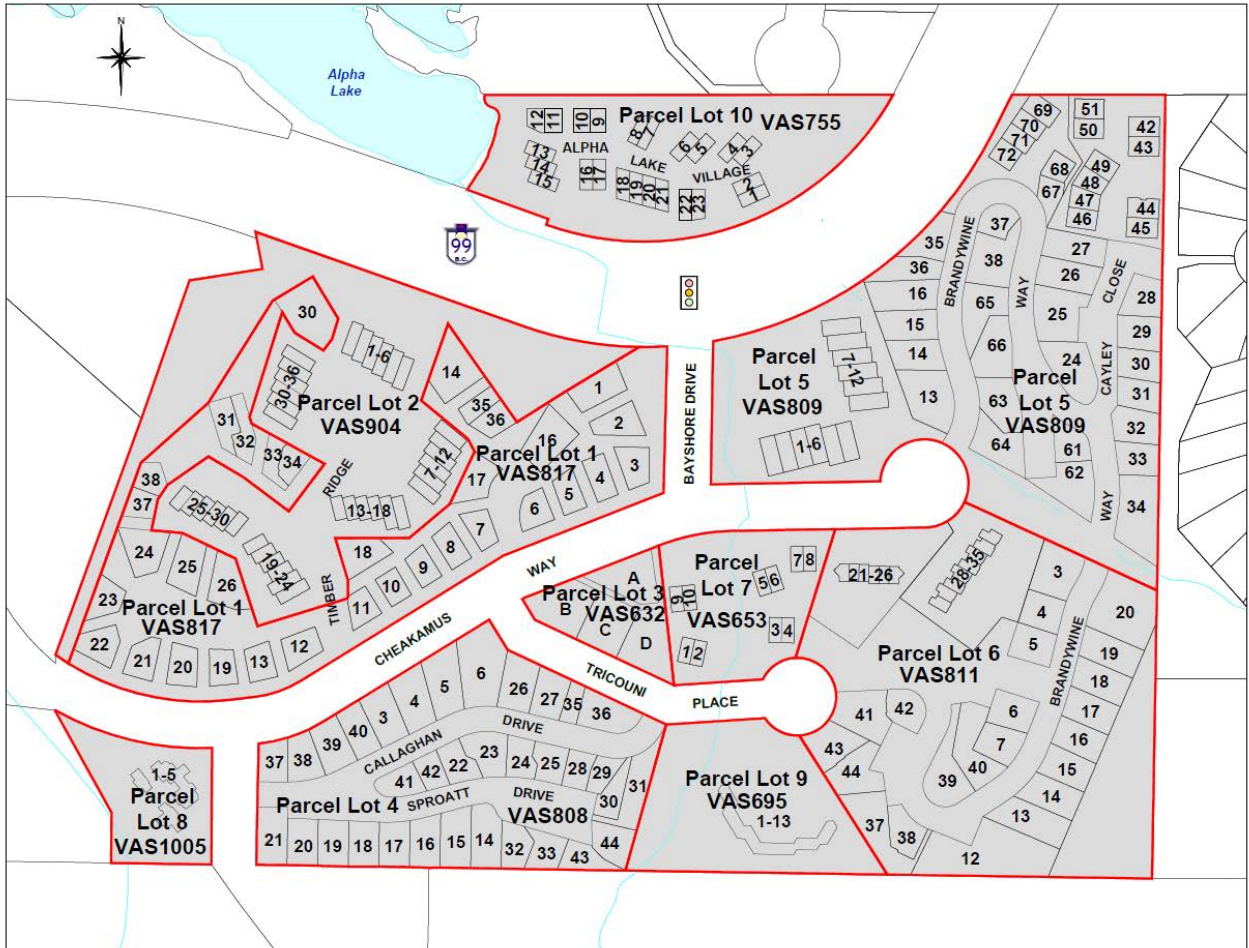


Table of Heights, Densities and Setbacks

Strata Lot	Land Use	Maximum GFA (sq. m)	Setback	Maximum Height
Parcel Lot 1 (Strata Plan VAS 817)				
SL 1 – 13 and 16 - 26	Detached Dwelling	232	0 metres to a strata lot line.	7.6 metres.
SL 14, 30	Duplex	372	0 metres to a strata lot line.	7.6 metres.
SL 31-38	One half duplex dwelling per strata lot	186	0 metres to a strata lot line.	7.6 metres.
Parcel Lot 2 (Strata Plan VAS 904)				
S.L. 1-6	Townhouses	183 per unit	0 metres to a strata lot line.	The maximum permitted height of a townhouse building is 10.7 metres.
SL -7-12	One half duplex dwelling per strata lot	186 per unit	0 metres to a strata lot line.	The maximum height of a duplex building is 7.6 metres.
SL 13-18	One half duplex dwelling per strata lot	186 per unit	0 metres to a strata lot line.	The maximum height of a duplex building is 7.6 metres.
SL 19-24	Townhouses	183 per unit	0 metres to a strata lot line.	The maximum permitted height of a townhouse building is 10.7 metres.

SL 25-30	One half duplex dwelling per strata lot	186 per unit	0 metres to a strata lot line.	The maximum height of a duplex building is 7.6 metres.
SL 31-36	One half duplex dwelling per strata lot	186 per unit	0 metres to a strata lot line.	The maximum height of a duplex building is 7.6 metres.
Parcel Lot 3 (Strata Plan VAS 632)				
Lots A - D	Detached dwelling	232 per detached dwelling	7.6 metres from the front or rear lot line and 3 metres from the side lot line.	7.6 metres.
Parcel Lot 4 (Strata Plan VAS 808)				
SL 3-6, 14-21	Detached Dwelling	232	1. If the average grade sloping upwards from the lot line of any strata lot towards the rear lot line thereof over a distance of a least 7.6 metres is 30% or less, the siting of any building or structure on that strata lot shall be such that no portion thereof is closer than 4.6 metres to the front lot line thereof. If under these circumstances the average grade sloping upwards is greater than 30%, then the front property setback is 3 metres. 2. 3 metres from the side or rear lot lines.	7.6 metres.
SL 22-33, 35-44	One-half duplex dwelling per strata lot	186		7.6 metres.

Strata Lot	Land Use	Maximum GFA (sq. m)	Setback	Maximum Height
Parcel Lot 5 (Strata Plan VAS 809)				
SL 1-12	Townhouses	232	1. If the average grade sloping upwards from the lot line of any strata lot towards the rear lot line thereof over a distance of a least 7.6 metres is 30% or less, the siting of any building or structure on that strata lot shall be such that no portion thereof is closer than 4.6 metres to the front lot line thereof. If under these circumstances the average grade sloping upwards is greater than	10.7 metres.
SL 13-16, 24-34	Detached dwelling	232		7.6 metres.
SL 35-38, 42-45, 50-51, 61-68	One-half duplex dwelling per strata lot	186		7.6 metres.
SL 46-49, 69-72	Townhouses	183		10.7 metres.

			30%, then the front property setback is 3 metres. 2. 3 metres from the side or rear lot lines.	
Parcel Lot 6 (Strata Plan VAS 811)				
SL 3-7, SL 12-20	Detached dwelling	232	1. If the average grade sloping upwards from the lot line of any strata lot towards the rear lot line thereof over a distance of a least 7.6 metres is 30% or less, the siting of any building or structure on that strata lot shall be such that no portion thereof is closer than 4.6 metres to the front lot line thereof. If under these circumstances the average grade sloping upwards is greater than 30%, then the front property setback is 3 metres. 2. 3 metres from the side or rear lot lines.	7.6 metres.
SL 37-44	One-half duplex dwelling per strata lot	186		7.6 metres.
SL 21-26, 28-35	Townhouses	183 per unit		10.7 metres.
Parcel Lot 7 (Strata Plan VAS 653)				
SL 1-10	One-half duplex dwelling per strata lot	186	7.6 metres from the front or rear lot line and 3 metres from a side lot line.	7.6 metres

Strata Lot	Land Use	Maximum GFA (sq. m)	Setback	Maximum Height
Parcel Lot 8 (VAS 1005)				
SL 1-5	Townhouses (5)	1746	7.6 metres from the front, rear or side lot line.	10.7 metres.
Parcel Lot 9 (Strata Plan VAS 695)				
SL 1-13	Townhouses (13)	0.4 Floor Site Ratio	7.6 metres from the front, rear or side lot lines.	10.7 metres.
Parcel Lot 10 (Strata Plan VAS 755)				
SL 1-23	Duplex, Townhouses	0.4 floor site ratio	7.6 metres from the front, rear or side lot lines.	7.6 metres for duplexes; 10. 7 metres for townhouses.

Bayshores Land Use Contract Termination (LUC000003)

Public Open House

November 25, 2019

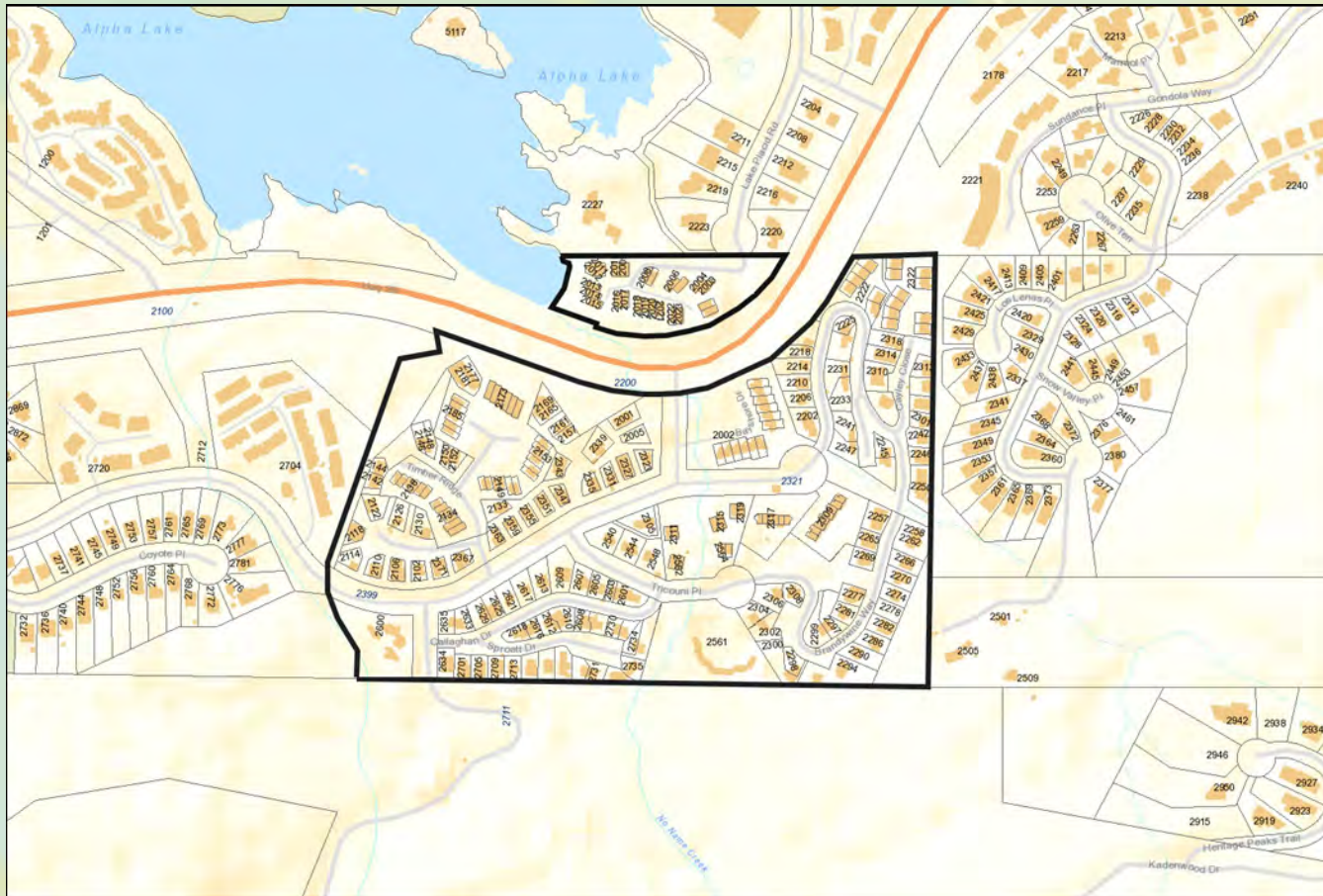
RESORT MUNICIPALITY OF WHISTLER

4325 Blackcomb Way
Whistler, BC Canada V8E 0X5
www.whistler.ca

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



Subject Lands



North

Background – Land Use Contracts (LUCs)

- LUCs existed as a regulatory tool from 1970-1980
- LUCs were used in place of zoning
 - ✓ Contract between Municipality and property owner:
 - Regulate land use, siting, infrastructure, amenities, form and character, etc.
 - Lock in regulations – changes required Municipality and land owner to agree to amendment or termination
- May 2014: *Local Government Act* amended
 - ✓ All LUCs in BC automatically terminate on June 30, 2024
 - ✓ Local governments must have zoning in place by June 30, 2022
 - ✓ Local government initiated termination of LUCs is now possible
- May 3, 2016: RMOW Council Report
 - ✓ Recommended an approach for early termination of Whistler LUCs

Background – *Local Government Act (LGA)*

- Summary of applicable sections:

LGA Subsection	Summary Comment
546	<ul style="list-style-type: none">Allows for LUC amendments by way of Development Permit and/or Development Variance Permit
547	<ul style="list-style-type: none">Requires that all LUCs are terminated by June 30, 2024Requires local governments to adopt zoning by June 30, 2022
548	<ul style="list-style-type: none">Allows for termination of LUCs prior to June 30, 2022 provided that the amending bylaw comes into force one year after adoption
549	<ul style="list-style-type: none">Requires local government to give property owners written notice of LUC termination
550	<ul style="list-style-type: none">States that all LUCs are hereby terminated as of June 30, 2024

Bayshores LUC

- Enacted in April 1978
- Registered on affected property titles as F80566
- Clause IV refers to Zoning Bylaw 9 (in effect at the time) for development standards (e.g. setbacks, height)
- Laid out servicing, subdivision and density provisions to:
 - ✓ Divide the eastern portion of District Lot 3556 into 12 parcels
 - ✓ Accommodate 250 single family, duplex and multiple residential units
- The 12 parcels were later stratified and developed through the historically applicable development permit and building permit processes into 10 separate strata plans
- RMOW intends to terminate Bayshores LUC in 2020; zoning will apply in 2021

Proposed RMB Zone

- New comprehensive zone: RMB Zone – Residential Multiple Bayshores
 - ✓ Intended to mirror the regulations established by the LUC, applicable permits, and covenants for each lot
- Considerations:
 - ✓ Auxiliary residential dwelling units (ARDUs) are not considered under the LUC
 - Proposed RMB Zone would allow for ARDUs in detached dwellings
 - Consistent with other existing residential zones in the current Zoning Bylaw
 - Provides additional housing opportunities
 - Associated ARDU density must be within the existing permitted maximum density for the parcel
 - ✓ In consideration of potential historical inconsistencies, the new zone contains language that recognizes existing density or setbacks with proof of a building permit

Proposed RMB Zone – Additional Considerations

- Applicability of the General Regulations in the current Zoning Bylaw:
 - ✓ Excluded Gross Floor Area:
 - Adoption of the proposed zoning will result in detached and duplex dwellings in Bayshores becoming eligible for gross floor area exclusions as per the current Zoning Bylaw
 - This is consistent with all other properties within RMOW boundaries that are regulated by the current Zoning Bylaw
 - ✓ Calculation of Height:
 - Method of calculation of height will change to be consistent with other zoned residential properties within RMOW boundaries

Project Principles

- Four principles were presented to Council on May 3, 2016
- This table shows how these principles have been applied to the Bayshores LUC termination

Principles	Comments
Adherence to legislation	<ul style="list-style-type: none">• The new regulations have been drafted in accordance with the requirements of the applicable legislation.
Public engagement	<ul style="list-style-type: none">• RMOW is conducting this public open house and accepting written comments before bringing the Land Use Contract Termination Bylaw forward for first and second readings.• A Public Hearing will be held on the Land Use Contract Termination Bylaw before Council's final consideration of the bylaw.
Alignment of regulations	<ul style="list-style-type: none">• The proposed zoning mirrors the rules in the Bayshores LUC, permits and covenants.• The proposed zoning aligns with existing development in the neighbourhood.
Consistent and equitable approach	<ul style="list-style-type: none">• No RMOW fees will be charged to property owners for this termination.• This is the third LUC to be terminated and similar processes have and will be followed.

Next Steps

- Opportunity for written comments on the draft RMB Zone
 - ✓ Must be received by 4 p.m. on December 15, 2019
- Staff will provide the public comments to Council prior to further consideration of the Land Use Contract Termination Bylaw
- A Public Hearing on the Land Use Contract Termination Bylaw will be held before Council's final consideration
 - ✓ Notification of the Public Hearing will include notice in the local newspaper and a further mail out to property owners
 - ✓ As part of the Public Hearing process, affected members of the public may make oral and written representations to Council
- Should Council adopt the bylaw, written notification will be sent to property owners
 - ✓ This notice must state the date of LUC termination and advise the owner of their right to apply to the Board of Variance for a delay of early termination
 - ✓ The LUC will be terminated and the zoning will take effect one year after the adoption of the Land Use Contract Termination Bylaw



THANK YOU



December 13, 2019

Murray A. Braaten
Direct +1 604 801 7322
murray.braaten@gowlingwlg.com

Roman Licko
Acting Director of Planning
Resort Municipality of Whistler
4325 Blackcomb Way
Whistler, BC V8E 0X5

Dear Mr. Licko:

Re: Bayshores Land Use Contract (LUC00003) Termination and Strata Plan VR695

We are the solicitors for Strata Corporation No. VR695. We write to you on behalf of the owners of strata units within Strata Plan VR695 (the "**Strata Lots**"). The property located at 2561 Tricouni Place, Whistler, B.C. known as The Seasons ("**The Seasons**") includes a fractional ownership component and individual strata lots that include tourist accommodation and nightly rentals.

The Seasons is governed by a land use contract dated April 10, 1977 (the "**LUC**"). Pursuant to the LUC, The Seasons included nightly rentals, a fractional ownership shared use development and tourist accommodation since 1980. A lease was registered in the Land Title Office under title under number H17073 on March 19, 1980, which established the fractional ownership arrangement (the "**Lease**"). A copy of the Lease is attached for your reference. Subleases (the "**Subleases**") were registered in the Land Title Office establishing the interests of each of the owners in the fractional component (the "**Owners**").

The Seasons has operated as tourist accommodation, nightly rentals and a fractional ownership arrangement since 1980. The proposed zoning RMB Zone – Residential Multiple Bayshores does not permit this pre-existing use.

We write on behalf of the Owners to request that the proposed zoning RMB Zone – Residential Multiple Bayshores be amended to allow the continued current use of The Seasons.

Gowling WLG (Canada) LLP
Suite 2300, Bentall 5, 550 Burrard Street
Vancouver BC V6C 2B5 Canada

T +1 604 683 6498
F +1 604 683 3558
gowlingwlg.com

Gowling WLG (Canada) LLP is a member of Gowling WLG, an international law firm which consists of independent and autonomous entities providing services around the world. Our structure is explained in more detail at gowlingwlg.com/legal.



Thank you for your consideration. Please do not hesitate to contact us if you require further information.

Sincerely,

Gowling WLG (Canada) LLP

A handwritten signature in dark ink, appearing to read "Murray A. Braaten", written over the printed name.

Murray A. Braaten

MAB:j

2

MAR 19 12 43 G 80

LAND TITLE OFFICE

H 17073 17073

LAND TITLE ACT

Form 17
(Sections 151, 152(1), 220)

H 9382.4

To

APPLICATION

H 9394.4

NATURE OF INTEREST:

(1) Fee-simple ☐

Market Value:

(2) Charge ☒

True Value: **NOMINAL** (10%)

LEASE
.....
(Nature of Charge)

(3) Cancellation of charge ☐

.....
(Nature and number of charge cancelled)

HEREWITH FEES OF \$. **10.00**

As to (1) and (2) ADDRESS of person entitled to be registered as owner, if difference than shown in instrument

As to (3) FULL NAME of person entitled to cancellation who or on whose behalf the application is made

Legal description, if not shown in instrument being submitted with this application

Full name, address telephone number of person presenting application.
OWEN, BIRD, Barristers & Solicitors, 28th Floor, 595 Burrard Street, Vancouver, British Columbia, 688 0401.

THE SEASONS RESORTS LTD.
INCORP. NO 199720
INC. DATE - NOV. 7, 1979
GAR. REF. - NOV. 29/79 PAGE 1964

Francis She
.....
(Signature of applicant, or
authorized agent)

4/110 ✓

17073

LAND TITLE ACT
FORM 1 (SECTION 281)
MEMORANDUM OF REGISTRATION
REGISTERED

on application received on the
day and at the time written hereon,
D. H. STURCH, REGISTRAR
VANCOUVER LAND TITLE OFFICE

THIS INDENTURE made as of the 19th day of FEBRUARY, 1980
IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"
BETWEEN:

§ RIVERINA DEVELOPMENT CORPORATION, a duly incorporated company under
the laws of the Province of British Columbia, and having its
registered office at 2800 - 595 Burrard Street, in the City of
Vancouver, in the Province of British Columbia;
(hereinafter called the "LESSOR")
OF THE FIRST PART

AND:

CARD ✓ § THE SEASONS RESORTS LTD., a duly incorporated company under
the laws of the Province of British Columbia, and having its
registered office at 2800-595 Burrard Street, in the City of
Vancouver, in the Province of British Columbia;
(hereinafter called the "LESSEE")
OF THE SECOND PART

WITNESSETH, the said Lessor doth demise unto the said Lessee, his successors and
assigns ALL AND SINGULAR that certain parcel or tract of land and premises
situate, lying and being in the Resort Municipality of Whistler, in the Province
of British Columbia and more particularly known and described as:

Strata Lots 1 to 13 inclusive
District Lot 3556
Strata Plan VR695
together with an interest in the common property in proportion to the unit
entitlement of the Strata Lots as shown on Form 1.

TOGETHER with all buildings thereon erected, or hereafter during the term hereby
granted, to be erected, and also with all ways, paths, passages, waters, water
courses, privileges, advantages and appurtenances whatsoever to the said
premises belonging or otherwise appertaining, and together with all appliances,
furniture, furnishings and household goods located on the strata lots.

FOR the term of NINETY-NINE (99) YEARS, from the Nineteenth day of FEBRUARY,
1980 to and including the NINETEENTH day of FEBRUARY, 2079, yielding therefor
during the said term the rent of TEN (\$10.00) DOLLARS of lawful money of Canada,
payable on the following days and times, that is to say:-

The full rent for the said term is due and payable on the execution and
registration of this Indenture.

1. That the said Lessee covenants with the said Lessor to pay rent; and to
pay taxes; and to pay rates for water, electric light, gas and telephone and to
pay taxes and common expenses and any other costs levied against the said
premises pursuant to the Strata Titles Act.

LAND TITLE ACT
FORM 1 (SECTION 281)
MEMORANDUM OF REGISTRATION
REGISTERED

408 \$010.00

on application received on the
day and at the time written hereon,
D. H. STURCH, REGISTRAR
VANCOUVER LAND TITLE OFFICE

VANCOUVER
"P.O." "B.C.C."
NOT PUBLIC

AND to repair; and to keep up fences; and not to cut down timber;

AND the said Lessor may enter and view state of repair, and that the said Lessee will repair according to notice.

AND that he will leave premises in good repair; and that he will comply with the provisions of the Strata Titles Act and the amendments thereto and the Strata Corporation By-Laws and amendments thereto.

AND that he will not carry on any business that shall be deemed a nuisance on the premises.

PROVISO for re-entry by the said Lessor on non-payment of rent, or non-performance of covenants but without prejudice to the rights of any sublessees.

PROVISO for re-entry on seizure or forfeiture of the said term but without prejudice to the rights of any sublessees.

THE said Lessor covenants with the said Lessee for quiet enjoyment.

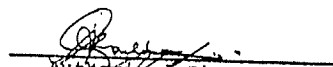
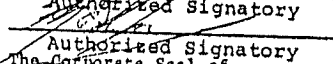
AND ALSO that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the Lessee, or if the Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent, shall take the benefit of any act that may be in force for bankrupt or insolvent debtors and the said term shall immediately become forfeited and void.

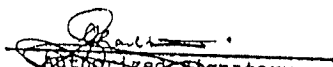
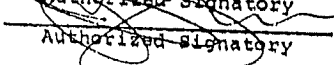
PROVIDED and it is hereby agreed by and between the parties hereto that if the said Lessee shall hold over after the expiration of the term hereby granted and the Lessor shall accept rent, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month.

WHEREVER the singular and the masculine are used throughout this Indenture, the same shall be construed as meaning the plural or the feminine, or body corporate or politic; also the successors and assigns of the respective parties hereto and each of them, (where the context or the parties so require).

IN WITNESS WHEREOF the said parties have hereunto affixed their corporate seals in the presence of their duly authorized officers as of the day and year first above written.

The Corporate Seal of
RIVERINA DEVELOPMENT CORPORATION
was hereunto affixed in the presence of:


Authorized Signatory

Authorized Signatory
The Corporate Seal of
THE SEASONS RESORTS LTD. was
hereunto affixed in the presence of:


Authorized Signatory

Authorized Signatory

LAND TITLE ACT
FORM 9
(Sections 43 (a) and 44 (a))
AFFIDAVIT OF WITNESS

17073

I, of
British Columbia, make oath and say:
1. I was present and saw this instrument duly signed and executed by
....., the party(ies) to it, for the purposes named in it.
2. The instrument was executed at
3. I know the party(ies), who is(are) 19 years old or more,
4. I am the subscribing witness to the instrument and am 16 years old or more,
Sworn before me at day
in British Columbia, this day
of 19

*Write name and qualifications under section 48, e.g., A Commissioner for Taking Affidavits for British Columbia.
NOTE—This affidavit must be sworn by a witness who is not a party to the instrument.

LAND TITLE ACT
FORM 3
(Sections 43 (b) and 44 (b))
CERTIFICATE OF ACKNOWLEDGMENT OF TRANSFEROR

I certify that on the day of 19 at in the of
.....
*(Whose identity has been proved by the evidence on oath of
(State full name, address, and occupation) who is) personally known to me,
appeared before me and acknowledged to me that he/she/they is(are) the person(s) mentioned in this
instrument as a transferor (or attorney of a transferor) that his/her/their name(s) is(are) subscribed to it, that
he/she/they know(s) the contents of the instrument and executed it voluntarily, and is(are) of the age of 19
years or more.
In testimony of which I set my hand and seal of office at
this day of 19

*Where the person making the acknowledgment is personally known to the officer taking it, strike out the words in brackets.
†Write name and qualifications under section 48, e.g., A Commissioner for Taking Affidavits for British Columbia.

LAND TITLE ACT
FORM 6
(Section 46)
PROOF OF EXECUTION BY CORPORATION

I certify that on the 19th day of February, 19 80, at Vancouver
in British Columbia, Graeme John Charlton
*(whose identity has been proved by the evidence on oath of
(State full name, address, and occupation) who is) personally known to me, appeared
before me and acknowledged to me that he/she is the authorized signatory of RIVERINA DEVELOPMENT
CORPORATION
..... and that he/she is the person who subscribed his/her name and affixed
the seal of the corporation to the instrument, that he/she was authorized to subscribe his/her name and affix
the seal to it, (and that the corporation existed at the date the instrument was executed by the corporation.)
In testimony of which I set my hand and seal of office at Vancouver
this 19th day of February, 19 80

*Where the person making the acknowledgment is personally known to the officer taking it, strike out the words in brackets.
†These words in brackets may be added, if the applicant wishes the registrar to preserve the discretion under section 162 (5) not to
call for further evidence of the existence of the corporation.
‡Write name and qualifications under section 48, e.g., A Commissioner for Taking Affidavits for British Columbia.

Mack Printers & Stationers Ltd.
STA A

Strata Titles Act, 1974

17073

FORM A

CERTIFICATE OF FULL PAYMENT
(Section 7(3))

Strata Corporation No. VR695
that no moneys are owing to it in connection with
Strata Lot No. 1 to 13 inclusive
(legal description)
District Lot 3556
Strata Plan VR695

hereby certifies under Section 7(3) of the Strata Titles Act

Dated this 13th day of MARCH 1980

RIVERINA DEVELOPMENT CORPORATION

Per:

Member of Strata Council or Manager

Authorized Signatory



REPORT | ADMINISTRATIVE REPORT TO COUNCIL

PRESENTED: September 17, 2019

REPORT: 19-117

FROM: Resort Experience

FILE: LUC003

SUBJECT: LUC003 – BAYSHORES 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 authorize staff to prepare the necessary bylaws to rezone lands subject to the Bayshores Land Use Contract and to terminate the Bayshores Land Use Contract (LUC) pursuant to sections 547 and 548 of the *Local Government Act*.

REFERENCES

Appendix “A” – Subject Property Map

Appendix “B” – Bayshores Land Use Contract

Appendix “C” – Draft Zone

PURPOSE OF REPORT

This Report recommends that Council authorize staff to prepare a zoning amendment bylaw for council consideration to terminate the Bayshores Land Use Contract (LUC) and rezone all properties within the Bayshores LUC area. The draft proposed RMB (Residential Multiple Bayshores) zone is attached to this Report as Appendix “C”. If Council endorses the recommendation in this Report, staff will conduct a public information meeting for affected property owners prior to bringing the RMB zone forward for consideration by Council. If approved, the Bayshores Land Use Contract will be terminated and the zoning will take effect one year from the 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 development (land use, siting, infrastructure, amenities, form and character, environmental considerations, etc.). LUCs could “lock in” development regulations in perpetuity and could only be amended or terminated by agreement between the Municipality and land owner. LUCs were legislated out of use in the early 1980’s, however existing LUCs remain 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 (LGA)* now allows unilateral, local government initiated termination of LUCs, provided zoning is in place prior to termination. A shorthand summary of the applicable sections of the *LGA* is provided below:

LGA Subsection	Summary Comment
546	<ul style="list-style-type: none"> Allows for LUC amendments by way of Development Permit and/ or Development Variance Permit.
547	<ul style="list-style-type: none"> Requires that all LUCs are terminated by June 30, 2024. Requires local governments to adopt zoning by June 30, 2022.
548	<ul style="list-style-type: none"> Allows for termination of LUCs prior to June 30, 2022 provided that the amending bylaw comes into force one year after adoption.
549	<ul style="list-style-type: none"> Requires local government to give property owners written notice of LUC termination.
550	<ul style="list-style-type: none"> States that all LUC's are hereby terminated as of June 30, 2024

On May 3, 2016, a staff Report to Council outlined the new legislation and recommended an approach for early termination of all LUCs in Whistler whereby one to two LUCs would be terminated per year. To date, two LUCs, Alpine Meadows and Brio, have been terminated.

The Bayshores LUC was enacted in April 1978 to authorize “the servicing of (the lands) in preparation for development of the same for single, duplex and multiple residential dwellings as defined by the Zoning By-law by conventional subdivision and by strata plan.” This Land Use Contract is registered on the affected property titles as F80566. Clause IV of the LUC refers to Zoning Bylaw 9 (in effect at the time) for development standards (e.g. setbacks, height) with exceptions regarding site area requirements.

Bayshores LUC

The Bayshores LUC laid out servicing, subdivision and density provisions intended to initially divide the eastern portion of District Lot 3556 into 12 parcels, which were to accommodate 250 single family, duplex and multiple residential units. The 12 parcels would later be stratified and developed through the historically applicable development permit and building permit processes into ten separate strata plans.

Subsequently, 218 of the 250 allotted units were approved through development permits with the building type specifically assigned by strata lot. In many cases, this also included registering a restrictive covenant that established density regulations for each lot. Construction of the remaining 32 units was completed without development permits, being approved solely through the building permit process. The table below provides a more detailed breakdown of the number of units authorized and regulated by each of these different regulatory instruments or a combination thereof.

Number of Units	Type of Authorization
125	Development Permit with Covenant plus Building Permit
93	Development Permit plus Building Permit
32	Building Permit only

The above noted permits and covenants, along with the regulations contained in both the LUC and Zoning Bylaw 9, formed the basis of the proposed new zoning regulations. These permits and covenants will remain registered on affected property titles after the LUC is terminated.

Proposed Zone

Since the Bayshores LUC is based on Zoning Bylaw 9, it does not align with existing residential zones in the current Zoning and Parking Bylaw 303, 2015. For this reason, a new comprehensive zone has been developed where regulations are assigned at the strata lot level. The proposed zone is intended to mirror the regulations established by the LUC, applicable permits, and covenants for each strata lot.

One important consideration is auxiliary residential dwelling units (ARDUs), which are not addressed or provided for under the LUC. The proposed new zoning would allow for ARDUs in detached dwellings, consistent with other existing residential zones in Zoning and Parking Bylaw 303. This provides additional housing opportunities and consistency within residential zones. The associated density must be within the existing permitted maximum density for the strata lot for consistency with the LUC.

As shown in Appendix “C”, each of the 248 strata lots are contained within subzones that correspond to the boundaries of each strata plan. Each strata lot has been assigned a permitted use and given development standards consistent with the requirements of the Land Use Contract, Zoning Bylaw 9, and applicable development permits.

To account for any potential historical inconsistencies, the proposed zone contains language that recognizes existing density or setbacks with proof of a building permit.

Applicability of General Regulations

The General Regulations contained in Zoning and Parking Bylaw 303 differ from those contained in the Land Use Contract (refers to Zoning Bylaw 9). The general regulations of Zoning Bylaw 303 were favoured in the interest of consistency, clarity and leniency. Considerations include:

- **Auxiliary buildings:** The General Regulations of Zoning and Parking Bylaw 303 restrict the size of auxiliary buildings in RM (Multiple Residential) zones to 56 m². To reflect existing conditions on the ground, the proposed RMB Zone specifies auxiliary building sizes as noted:
 - Auxiliary Buildings associated with detached dwellings: 70 m²
 - Auxiliary Buildings associated with duplex dwellings: 50 m²
- **Parking on common property:** The current zoning bylaw requires parking to be located on the subject parcel; however, some parking has historically occurred on strata-owned roads in Bayshores, which are on strata common property. The proposed zone will provide for continuation of existing parking, as is.
- **Excluded gross floor area:** Adoption of the proposed zoning will result in detached and duplex dwelling properties in Bayshores becoming eligible for gross floor area exclusions per Part 5 Section 26 of the current Zoning Bylaw No. 303, 2015. This is consistent with all other properties within RMOW boundaries that are regulated by Zoning Bylaw 303.
- **Calculation of height:** The method of calculating building height will change. Under the LUC, grade is established by averaging the grades around the entire building perimeter. Under Zoning Bylaw 303, lowest average grade is established by averaging the side of the building where the grade is lowest. This will not impact existing dwellings.

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. Most of the land use regulations established by the Bayshores LUC and subsequent permits were incorporated in the proposed zone.
2. Public engagement: <i>Local Government Act</i> requirements will be satisfied and additional consultation with affected property owners will occur.	The recommendations in this Report are consistent with <i>Local Government Act</i> requirements. Staff will be conducting a public information meeting for property owners in Bayshores prior to bringing bylaws forward for first reading. Prior to adoption, a public hearing must be held for the proposed bylaws.
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.	The proposed zoning mirrors the rules in the Bayshores land use contract and associated permits and covenants. The zoning aligns with existing development in the neighbourhood and also provides for applicability of general regulations consistent with similar zones and development types. 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.
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 termination. This is the third land use contract to be terminated and similar processes have and will be 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.

Termination of the Bayshores Land Use Contract does not move our community away from any of the adopted Whistler 2020 Descriptions of Success.

OTHER POLICY CONSIDERATIONS

The proposed Land Use Contract Termination directly supports two strategies identified in the RMOW's 2018 Corporate Plan and one policy in OCP Bylaw 1983.

Policy Source	Policy	Comments
2018 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 process will be created.
2018 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.
Official Community Plan Bylaw 1983	Policy 3.1.2.1: Support flexibility, diversity, adaptability and efficiency in land use development so the resort community can derive the greatest benefit from existing development.	Zoning is a more flexible tool that better supports flexible land use development and redevelopment.

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:

	OCP Section	Comments
4.13.2	<p>Proposed OCP amendments or rezoning's 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 reflects what has already been built or permitted and does 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. 	<p>No new development is being proposed as part of LUC termination and rezoning process. Impact assessments were 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>

	<p>c) The project must comply with all applicable policies of the OCP.</p> <p>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:</p> <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. <p>e) The project must exhibit high standards of design, landscaping, and environmental sensitivity.</p>	
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DEVELOPMENT PERMIT REQUIREMENTS

The Bayshores LUC area is not currently within a development permit area as governed by the current OCP (1993 OCP). The updated 2018 OCP that is planned to be adopted in the near future will apply development permit requirements for multi-family residential development, protection of riparian ecosystems and wildfire protection.

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

Consistent with the overall project approach supported by Council, staff recommend a public information meeting for members of the neighbourhood to review the proposed zone prior to council consideration of first and second reading. Staff also proposes to mail out the proposed zoning referenced in Appendix “C” to all property owners with the opportunity to ask questions or comment within a one month period.

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, including a notification in the local paper.
- Written notification to property owners notifying them of the adoption of the bylaw terminating the LUC. This notice must state the date of LUC termination and advise the owner of their right to apply to the Board of Variance for a delay of early termination.

SUMMARY

This Report recommends that Council authorize staff to prepare a zoning amendment bylaw terminating the Bayshores Land Use Contract (LUC) from all subject properties. This bylaw will be brought forward for consideration of first and second reading at a later date.

Discharging LUCs is a provincially legislated requirement. A proposed zone has been drafted in accordance with the work plan for early LUC termination (presented to Council in 2016), and the requirements of the *Local Government Act*.

Termination of the Bayshores LUC replaces an outdated and inefficient regulatory scheme with modern, streamlined, consistent and accessible zoning regulations.

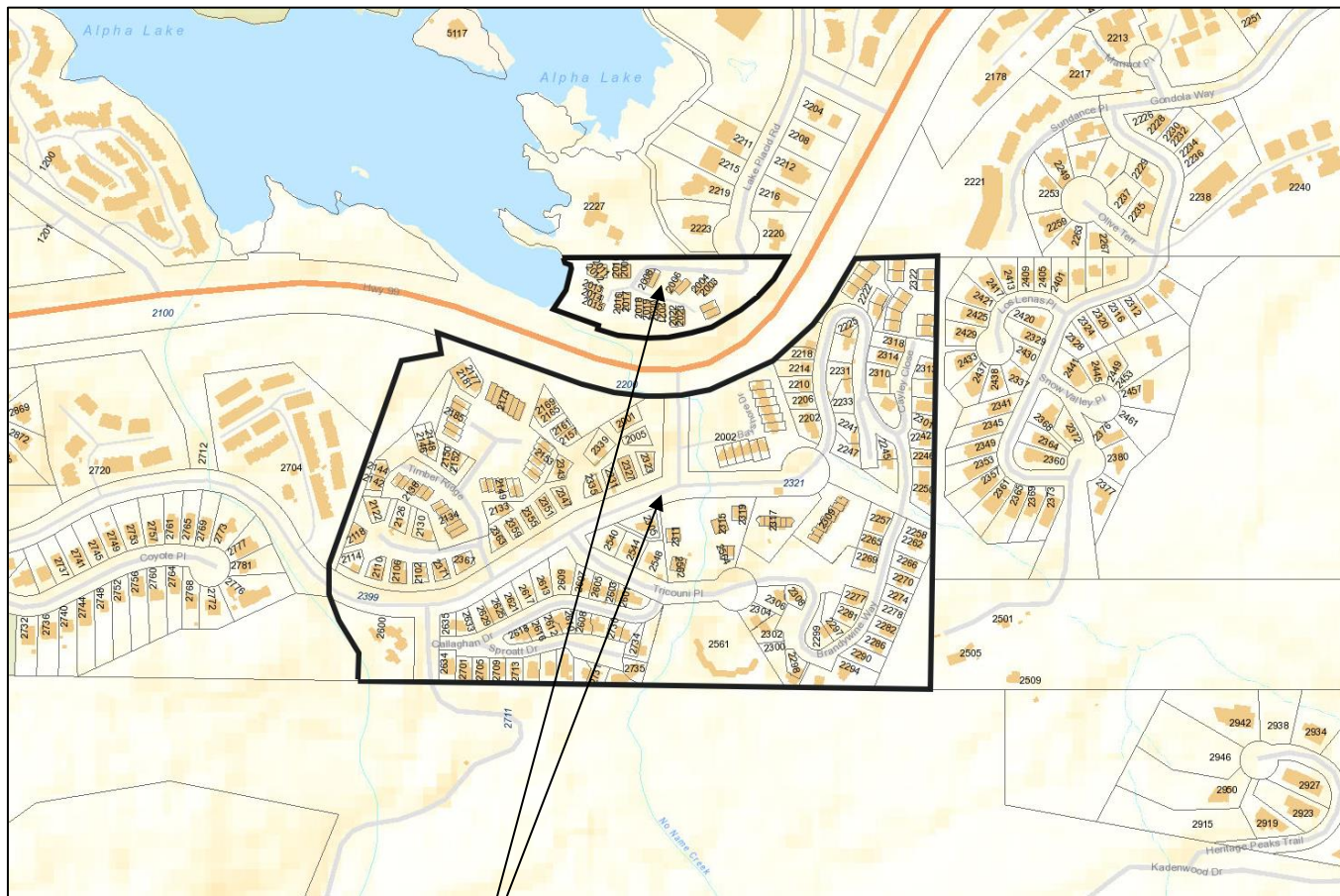
Respectfully submitted,

Brook McCrady
PLANNING ANALYST

and
Roman Licko
PLANNER

for
Jan Jansen
GENERAL MANAGER OF RESORT EXPERIENCE

Appendix A – Subject Property Map



Subject properties

80566

566886L

Substitute for form 'C'

F 80566

Date November 14 1978Nature of Interest Land Use ContractDeclared value \$ 50.00Disposition of C/T On filePlease merge N/AApplicant BE. BrownTel No. 35

at S. H. Brown
 EMERSON AND COMPANY
 Ste. 217 2438 Marine Drive
 West Vancouver, B.C.

THIS AGREEMENT made the 10th day of APRIL, 1977.

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")

OF THE FIRST PART

AND:

PACIFIC LOGGING COMPANY LIMITED, a body corporate under the laws of the Province of British Columbia, having an office at 468 Belleville Street, Victoria, Province aforesaid,

(hereinafter called "the Title Holder")

OF THE SECOND PART

AND:

BAY SHORES DEVELOPMENT LIMITED, a body corporate under the laws of the Province of British Columbia, having an office at 102 - 626 Clyde Avenue, West Vancouver, Province aforesaid,

(hereinafter called "the Developer")

OF THE THIRD 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 702(1)

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 1-800-866-6666
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in arriving at the use and development permitted by any land development contract;

AND WHEREAS the Developer has presented to the Municipality a scheme for the use and development of the within described lands and premises and has made 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 given 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;

AND WHEREAS the Developer 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, the Owner and the Developer covenant and agree as follows:

80566

I. SCOPE AND PURPOSE OF CONTRACT

This Contract contemplates the development of the East half of District Lot 3556 declared by By-law # 45 of the Municipality to be a development area by the subdivision thereof into twelve 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, duplex and multiple residential dwellings as defined by the Zoning By-law by conventional subdivision and by strata plan. This Contract does not authorize the construction of such dwellings nor the use and development of the remainder of District Lot 3556.

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 or Municipal Planner as the case may be when so certified by either or both of them in writing as this Contract may require.

"Certificate of Completion" means a certificate issued by the appropriate officer of the Municipality and signed by him upon completion of the works or any part thereof.

"Certificate of Acceptance" means a certificate issued by the Municipal Engineer and signed by him accepting the off-site 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.

"Municipal Planner" means a planner employed by the Municipality by salary or retainer in his capacity as a professional planner.

PLAN REFERRED TO HEREIN
PRESERVED AND FILED UNDER
DOCUMENT NUMBER F-80566

"Off-Site Works" means the services described in the Schedule "c" to this Contract.

"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 February 1 1977 showing outlined in red the proposed development of the land.

"Subdivision Control By-law" means By-law # 11 of the Municipality.

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

"Impost By-law" means the Whistler Sewer Capital Contribution By-law # 62 as if the same were duly enacted and in force.

"Zoning By-law" means the Resort Municipality of Whistler Zoning By-law # 9, 1975.

III

LAND DESCRIPTION

The Developer is the registered holder of the last registered agreement for the sale and purchase 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 3556, except that portion
within Plan 14962
Group 1
New Westminster District

(hereinafter variously called the "Land");

And whereas the Title Holder is the registered owner of the Land and has executed this Agreement solely as such Title Holder and not in any way as developer or beneficial owner;

The Developer has obtained the consent of all other persons holding any registered interest in the Land as set out in the Consents to the use and development proposed herein, which Consents are listed

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and attached hereto as Schedule "E".

IV. ZONING BY-LAW - APPLICABILITY

All the provisions of the Zoning By-law shall apply to the use and development of the land authorized by this Contract except sections 4.2.3, 4.3.3, 4.4.3, 4.2.9 and 4.3.9.4.

V. DENSITY

The Maximum number of Dwelling units permitted for each of the 12 parcels in accordance with their gross and net acreages, including the required acreage for parking on each parcel is shown on Schedule "F" hereto.

VI. OFF-SITE SEWER SERVICES - RIGHT-OF-WAY

Prior to the approval of the subdivision plan by the Approving Officer of the Municipality, the Developer will obtain and register in the Land Registry Office in favour of the Municipality pursuant to Section 24 of the Land Registry Act, a Right-of-way for sewerage purposes over District Lot 4749 as provided by Schedule "D" hereto making provision for the collection and conveyance of sewage from the said Land Sewerage System.

VII. WATER SYSTEM

The Developer agrees to provide at its sole 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. To the extent that components of such community water system are constructed in, upon and under any highway dedicated by the deposit of the subdivision plan (Schedule "B" hereto) of the said components shall be deemed to be Off-Site Works.

VIII. SEWER SYSTEM

The Developer agrees to provide at its sole expense a Community Sewer System to serve the Land (as subdivided) in accordance with the provisions of the Subdivision Control By-law in that behalf.

The Developer further agrees at its sole expense to provide the necessary sewer lateral in the Right-of-Way acquired over District Lot 4749 in accordance with clause VI hereof in order that the Community Sewer System provided hereunder be connected to the existing Municipal Sewer System. To the extent that components of the Community Water System are constructed in upon and under any highway dedicated by the deposit of the subdivision plan (Schedule "B" hereto) said components shall be deemed to be Off-Site Works.

IX.

HIGHWAYS

The Developer agrees to provide at its sole expense highways which will be created by the deposit of the Subdivision Plan in accordance with the Subdivision Control By-law in that behalf.

X.

SUBDIVISION

The Developer will as soon as practicable after the final adoption of the By-law approving this Land Use Contract deposit the Subdivision Plan in the Land Registry Office.

The Municipality shall have custody of the Subdivision Plan once it is approved by the Approving Officer of the Department of Highways and the Municipality shall not be under any duty or obligation to release the said plan to the Developer or anyone else until either;

- a) All the Services required by this Land Use Contract have been provided to the satisfaction of the Municipal Engineer and a declaration has been given by the Developer verifying that the same have been paid for or;
- b) The Developer has deposited with the Municipality for the due and proper performance of the Developer hereunder with respect to Services, security in the form of irrevocable letters of credit, cash or bearer bonds satisfactory to the Clerk Treasurer of the Municipality for an amount equal to 200% of the costs of all Services to be performed by the Developer as accepted by the Municipal Engineer. The amount of this security may be

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reduced from time to time as the obligations of the Developer with respect to Services are performed, in an amount approved by the said Clerk Treasurer.

XI. 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 XIV hereunder.

XII. OFF-SITE SEWER COSTS

The Developer shall provide to the Municipality an appraisal of the cost of installation of the sewer within District Lot 4749 referred to in Clause VIII hereof. If such appraisal is accepted on behalf of the Municipality by the Municipal Engineer, the amount of such costs, subject to independent audit to the satisfaction of the Municipality, shall be paid by the Municipality to the Developer after a Certificate of Completion with respect to such sewer has been issued pursuant to Clause XIV, from any impost fees for sewers paid to the Municipality pursuant to Clause XIII, provided, however, that such payment shall not exceed in the aggregate the total amount of the impost fees received therefor and provided further that there shall be no repayment of such impost fees to the Developer unless the Developer installs the sewers.

XIII. IMPOST FEES


Notwithstanding the Impost Fee By-law, the sewer impost fees and recreation impost fees levied thereby shall be payable with respect to any parcel created by the Subdivision Plan (Schedule "B") only at the time when a Building Permit is applied for with respect to such parcel by the then owner thereof. Impost fees are payable on application for Building Permits and for the number of units applied for.

XIV. SERVICES - COMPLETION

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

XV. SERVICES - ACCEPTANCE

Subsequent to the issuance of a Certificate of Completion pursuant to Clause XIV the Developer shall maintain the Services for a period of 12 months to insure their performance to the satisfaction of the Municipal Engineer. After the expiration of the said period of 12 months the Developer shall be entitled to a Certificate of Acceptance signed by the Municipal Engineer at which time the Municipality will return the securities to be deposited by the Developer in accordance with Clause X s.s.2 above.

XVI. SERVICES - OWNERSHIP

Upon the issuance of a Certificate of Acceptance with respect to Services issued pursuant to Clause XV the said Services except Community Water System and B.C Hydro installations shall become and be deemed to be property of the Municipality free and clear of any claim by the Developer ~~or the Owner~~ or any person claiming through the same. The Developer ~~and the Owner~~ hereby covenant and agree to save harmless the Municipality of and from any such claim.

XVII. SERVICES - MAINTENANCE

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

XVIII. SERVICES - FAILURE TO COMPLETE

- (a) The Developer 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 day of October 1979. Upon the failure of the Developer so to complete to the satisfaction of the Municipal Engineer, the Municipality shall be at liberty to call in the Letter of Credit or other security if deposited in accordance with Clause X(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 Developer has defaulted, not later than the 31st day of October 1980. The Developer further covenants and agrees that twenty-five percent (25%) of any monies forming part of said security remaining after payment in full of the cost to the Municipality of placing, constructing and installing the

80566

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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 Developer, it will extend for a reasonable period the time limit under subclause (a) for the installation of the On-Site Works provided that the work of installation has been commenced and is being proceeded with continuously and expeditiously.

XIX.

PAYMENTS TO THE MUNICIPALITY

The Developer covenants and agrees:

- a) To pay all arrears of taxes outstanding against the Land prior to the execution of this 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 to the Municipality all its costs, except the first \$500.00, for its administration, engineering and legal services with respect to the Services and/or this Land Use Contract, in an amount not to exceed \$5,000.00.

XX.

INDEMNIFICATION OF MUNICIPALITY

The Developer 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;
- b) All expenses and costs which may be incurred by reason of the execution of the said Works or any other Work 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 any other reason owing to mistakes in survey.

- 10 -

XXI. DEVELOPMENT BY STRATA TITLE

Save as hereinbefore provided there shall be no subdivision of the Land but nothing in this Contract shall restrict the right of the Developer to subdivide the Land pursuant to the Strata Titles Act at a time of its own choosing and to obtain the approval of the Municipality thereto whether such approval is required by law or not, such approval not to be unreasonably withheld.

XXII. AS-BUILT DRAWINGS

The Developer 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 pursuant to Clause XIV.

XXIII. PROSPECTUS

The Developer shall prepare a prospectus satisfactory to the Council of the Resort Municipality of Whistler which shall incorporate the following:

- a) A description of the development
- b) A summary of the provisions of this Land Use Contract
- c) A specific statement regarding the density or number of residential units permitted on each lot created by this Land Use Contract.
- d) A statement that impost fees are payable at time of building permit.

The Developer agrees that at or before the time a purchaser enters into an agreement to purchase a lot or lots, that the developer will deliver to each purchaser a true copy of the prospectus referred to above and will afford that purchaser the right to read the prospectus.

XXIV. MISCELLANEOUS

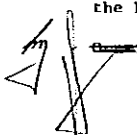
1. The Developer covenants and agrees to provide evidence to the satisfaction of the Municipal Engineer that all the requirements of the B.C. Hydro and Power Authority with respect to the installation of hydro utilities on the said Land have been complied with by the Developer.

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2. The Developer or its successors in title shall pay, prior to the issuance of any building permit any and all charges payable under the provisions of the Whistler Recreation Facility Capital Contribution By-law No. 63, 1977.
3. The Municipality hereby covenants and agrees to permit the Developer to use and develop the Land upon the terms and conditions set forth in this Land Use Contract.
4. It is understood and agreed that the Municipality has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Developer other than those in this Land Use Contract.
5. 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.
6. Schedules "A" - "F" herein before referred to are hereby incorporated into and made part of this Contract.
7. Subject to this Contract, the Services, Works and Development of the Land hereunder shall comply with all the By-laws of the Municipality.
8. This agreement shall inure to the benefit of and be binding upon the parties hereto, their representatives, successors and assignees.

XXV. PROVIDED that the Title Holder has executed this Land Use Contract solely as the registered owner of the Land. The Title Holder has not granted and will not grant any covenants to the Municipality with respect to this Land Use Contract and the Municipality acknowledges and agrees that the Title Holder is not bound by any of the covenants of this Land Use Contract except as the same relate to the Land. All covenants in this Land Use Contract are given by the


 ~~DEVELOPER~~, .

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- 12 -

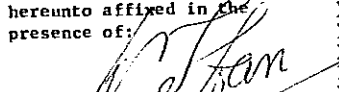
This Agreement was approved by By-law of the Council of
the Municipality on the ¹⁵ day of *APRIL*, 1977.

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


MAYOR)

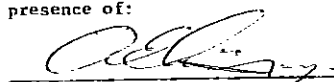

MUNICIPAL CLERK)

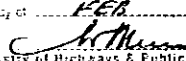
The Corporate Seal of PACIFIC)
LOGGING COMPANY LIMITED was)
hereunto affixed in the)
presence of:)

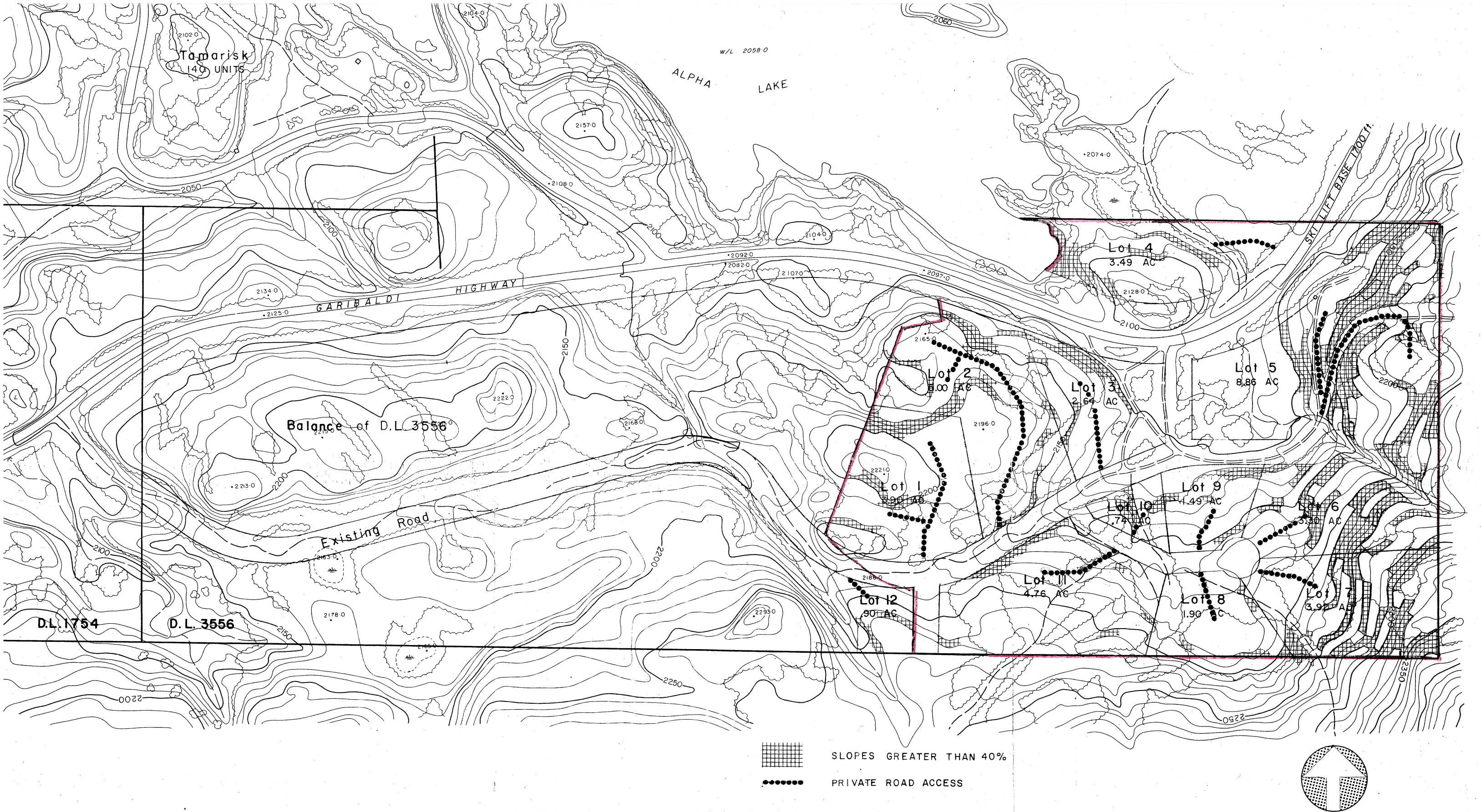

PRESIDENT)


SECRETARY)

The Corporate Seal of BAY)
SHORES DEVELOPMENT LIMITED was)
hereunto affixed in the)
presence of:)


pres. & director)

Approved under the Controlled Access Highways Act		
ms. <u>15</u>	Copy of <u>FEB</u>	197 <u>8</u>
 Approving Officer, Ministry of Highways & Public Works		



Date: October, 1977

Project:
Bay Shore Developments Ltd.
Subdivision of D.L. 3556

Scale: 0' 200' 400'

Plan Number: P76C02-03

Title: D.L. 3556
SITE PLAN

SCALE:- 1 INCH = 200 FEET

PLAN

Deposited in the Land Registry
Office at _____ B C
This _____ day of _____ 19__

Registrar

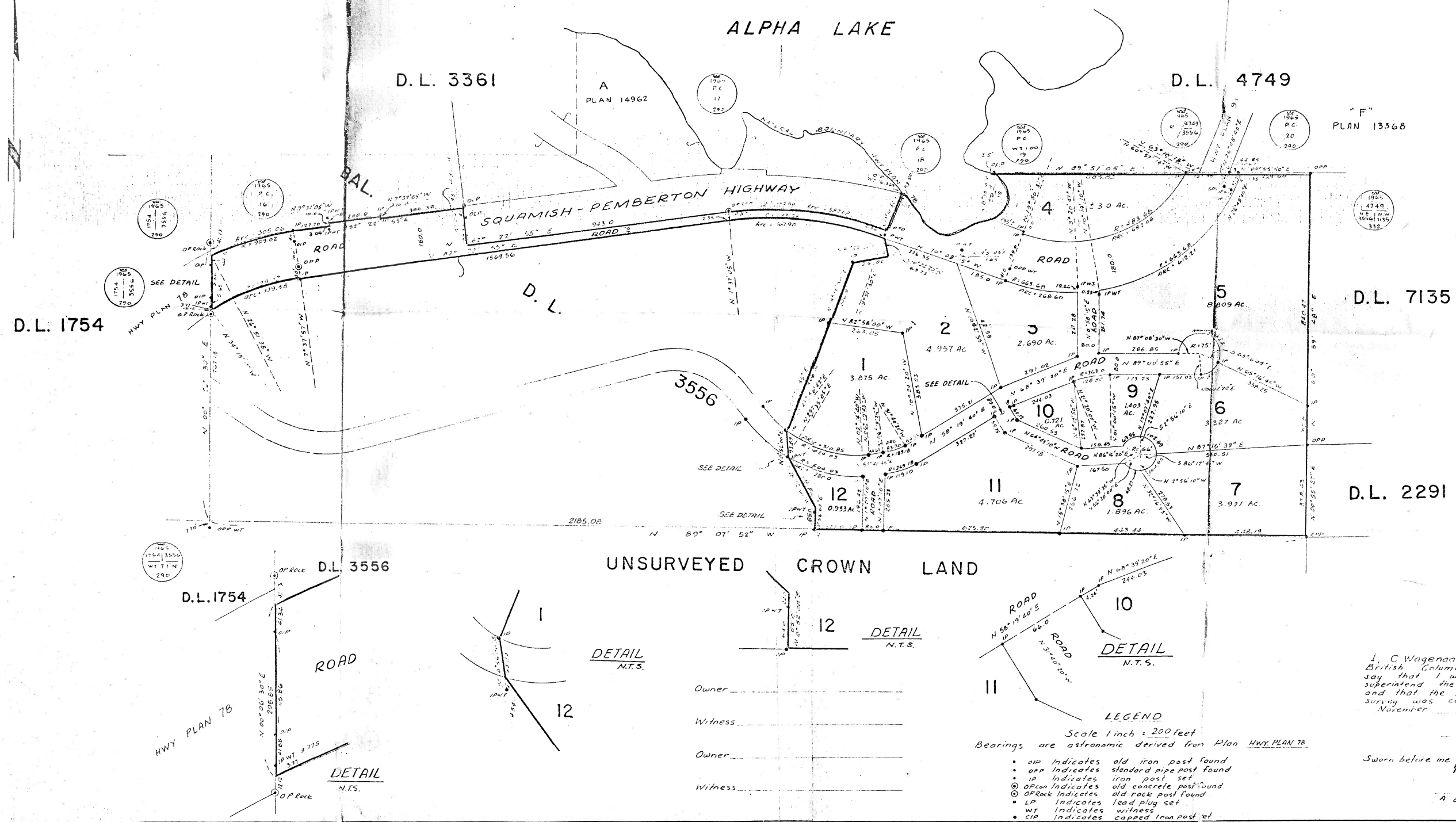
Approved under the Land Registry Act
This day of ... 19...

Approving Officer
Municipality of Whistler
Clerk - Treasurer

This plan lies within the
Squamish-Lilloet
Regional District

Approved under the Land Registry Act
This day of 19..

Approving Officer
Ministry of Highways
and Public Works



I, C Wagenaar of the Municipality of Richmond British Columbia Land Surveyor make oath and say that I was present of and did personally superintend the survey represented by this plan and that the survey and plan are correct. The said survey was completed on the 3rd day of November 1917.

Sworn before me at ^{VANCOUVER} ~~Freemond~~ B. C. This 3RD day of NOVEMBER 1997

A commissioner for taking affidavits
within British Columbia

SCHEDULE "C"

OFF-SITE-WORKS

1. Community Water System.
2. Community Sewer System.
3. Sewer lateral across the Right-of-Way on District Lot 4749
4. Highways

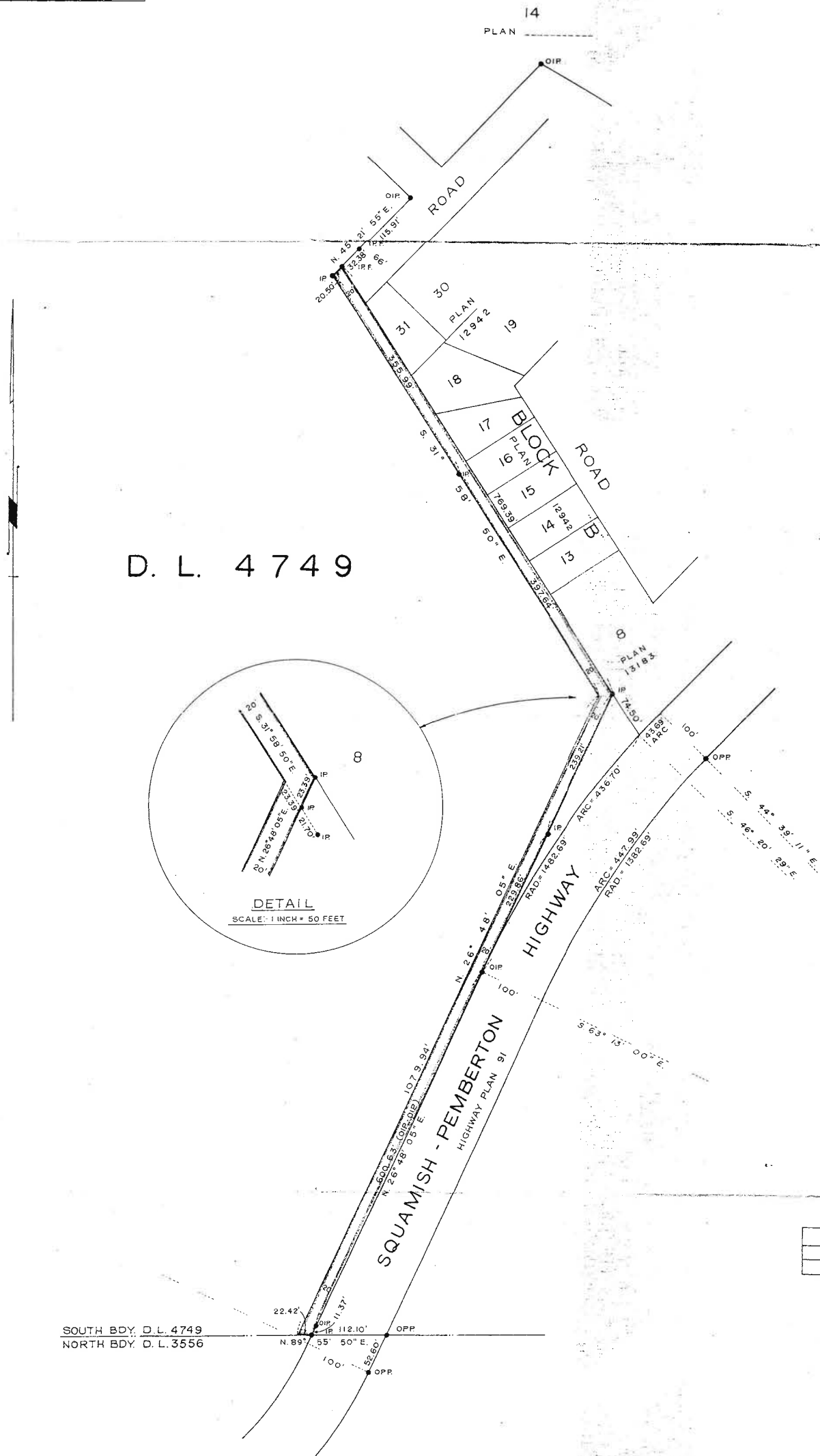
Deposited in the Land Registry Office
at Vancouver, B.C. on the
day of , 197

REGISTRAR

PLAN OF RIGHT-OF-WAY
OVER A PORTION OF
D.L. 4749, GP I, N.W.D.

FOR SEWERAGE PURPOSES

SCALE: 1 INCH = 100 FEET



D. L. 4749

D. L. 3556

I, Brian J. Oke, of the City of Vancouver, a British Columbia Land Surveyor, make Oath and say that I was present at and did personally superintend the Survey represented by this Plan and that the Survey and Plan are correct. The said Survey was completed on the 1st day of September, 1977

Brian J. Oke

B.C.L.S.

Sworn before me at Vancouver, B.C. on this 6th day of September, 1977

John Dorian

A Commissioner for taking Affidavits within the Province of British Columbia.

LEGEND:

Bearings are Astronomic and derived from Highway Plan 91

- OPP denotes old pipe post found
- OIP " old iron post found
- IPF " iron post found
- IP " iron post set

This Plan lies within the Squamish-Lillooet Regional District

SCHEDULE "D"

RIGHT-OF-WAY FOR SEWERAGE PURPOSES OVER DISTRICT LOT # 4749

SCHEDULE "F"

LIST OF CONSENTS TO LAND USE CONTRACT

Bank of Montreal

SCHEDULE "F"

<u>LOT #</u>	<u>GROSS AREA</u>	<u>NET AREA</u>	<u>TOTAL UNITS</u>	<u>PARKING AREA</u>
1	3.90 acres	3.08 acres	24	.22 acres
2	5.00	4.06	32	.29
3	2.64	2.07	16	.15
4	3.49	2.89	23	.21
5	8.65	6.63	53	.49
6	3.30	2.06	16	.15
7	3.81	2.53	20	.18
8	1.90	1.71	13	.12
9	1.49	1.31	10	.09
10	.74	.55	4	.04
11	4.76	4.35	34	.31
12	.90	.73	5	.05
	<u>40.58</u>	<u>31.97</u>	<u>250</u>	<u>2.30</u>

APPROVED PURSUANT TO SECTION 5
OF THE RESORT MUNICIPALITY OF
WHISTLER ACT THIS 21ST DAY OF
MARCH 1978.

RESORT MUNICIPALITY OF WHISTLER

DEPUTY INSPECTOR OF MUNICIPALITIES

BYLAW NO. 81

A Bylaw to amend the Resort Municipality of Whistler Zoning Bylaw No. 9, 1976, by the approval of a Land Use Contract.

WHEREAS Section 702 A 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. 45 established a Development Area on the eastern half of District Lot 3556, 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 "Resort Municipality of Whistler Zoning Bylaw No. 9, 1976, Land Use Contract Approval Bylaw (Bayshores) No. 81, 1977".
2. The Land Use Contract between the Resort Municipality of Whistler and Pacific Logging Company Ltd. and Bayshores Development Ltd. respecting the real property described as the eastern half of D.L. 3556, Group 1, N.W.D. is hereby approved.
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 and SECOND time this 5th day of December, 1977.

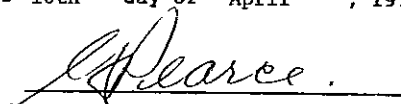
Pursuant to Section 703 of the Municipal Act, a Public Hearing was held on the 2nd day of January, 1978.

READ A THIRD time this 2nd day of January, 1978.

Received the Approval of the Inspector of Municipalities the 21st day of March, 1978.

RECONSIDERED AND finally ADOPTED this 10th day of April, 1978.


Wm. (Pat) Carleton, Mayor


G. F. Pearce, Clerk/Treasurer

This is to certify that this is a true copy of Bylaw No. 81, cited as the "Resort Municipality of Whistler Zoning Bylaw No. 9, 1976, Land Use Contract Approval Bylaw (Bayshores) No. 81, 1977".


G. F. Pearce, Clerk/Treasurer

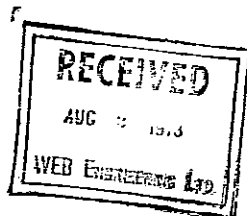
Approved	15	FEB	1978
Page 76 of 175			
Approving Officer: Ministry of Highways & Public Works			

PAL ENGINEERING

125 MOUNTAINVIEW DRIVE :: WHISTLER, B.C. :: VON 180 :: TEL. 932-5136

1978 06 29

WEB-Engineering Ltd.
101 - 1861 Welch Street
North Vancouver, B.C.
V7P 1B7



Attention: E.D. Webber, P.Eng.

Dear Sirs:

Re: Bay Shores Development
Fire Flow

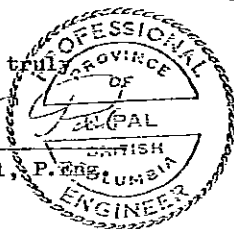
I Nandor Pal, Professional Engineer, certify as follows in connection with the water supply to Part of D.L. 3556 from the Alpha Creek Waterworks System:

1. Based upon the Insurance Advisory Services Guidelines, the following fire flow is available at the points shown on Dwg. No. SK-2, with a residual pressure of 20.0 psi., while delivering a maximum daily domestic demand of 87.0 Imp. gpm. to the planned development. This domestic demand is based on the design standards of the Resort Municipality of Whistler and is in addition to the existing Tamarisk domestic demand of 48 Imp. gpm.
2. The planned development of the whole system as constructed will impose a maximum domestic daily demand of about 200,000 I. gpd. or 155 Imp. gpm. based on upon the design standards of the Resort Municipality of Whistler.
3. The watermain system as constructed and as proposed to be altered is capable of delivering the combined flows as stated under (1). The flows proposed are consistent with the type of development, namely:
 - a, one and two family dwellings, two storeys high with 31 - 100 ft. exposure distance and with a suggested required fire flow of 600 - 800 gpm, and
 - b, condominium units with 20 ft. separation, one side exposure and a calculated minimum fire flow of 896 gpm. or a corrected 960 gpm. as shown for Modern Town Houses or Row Houses under the general estimate in the Insurance Advisory Service Guidelines. The submissions are based on the higher 960 gpm. fire flow.

4. Based upon existing 60,000 I. gallons reservoir capacity and the known dry weather flow of Alpha Creek 30,000 I. gallons (information collected by Others, and subject to a change when new flow measurements are completed during the next low flow season), the storage deficiency is 42,000 Imp. gallons to provide for 2 hours fire flow at 960 gpm. and the daily peak domestic flow of 135 gpm.
5. To date the proposed strata lots have not been sold and consequently the type of construction not yet been established. It could be either condominium type, or one and two family dwellings, or the combination of both. The fire flow requirement effecting the pressure losses can be finalized only when the above choice has been made by the Owners and buildings are located. Until that time designed pressures within the individual lots can only be considered as tentative.

Yours truly,

N. Pal, P. Eng



NP:mh

Encl.

cc. Resort Municipality of Whistler
Bay Shores Development Ltd.

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
at **SQUAMISH**

23

day of

~~November~~ **5** ~~August~~ **1978**

, in the Province of British Columbia,

(whose identity has been proved by the evidence on

that of

Geoffrey F. Pearce

Clerk/Treasurer

appeared before me and acknowledged to me that he is the

THE RESORT MUNICIPALITY OF WHISTLER

Clerk/Treasurer

who subscribed his name to the annexed instrument as

RESORT MUNICIPALITY OF WHISTLER

, and that he is the person

of the said

and affixed the seal of the

said 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 **SQUAMISH** in the Province of

British Columbia, this **23** day of **November**, **1978**
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
at **VICTORIA**

30th

day of

November

, 1977

, in the Province of British Columbia,

(whose identity has been proved by the evidence on

oath of

MAURICE J. AYERS

, who is) personally known to me,

appeared before me and acknowledged to me that he is the

SECRETARY

of

PACIFIC LOGGING COMPANY LIMITED

, and that he is the person

who subscribed his name to the annexed instrument as

SECRETARY

of the said

PACIFIC LOGGING COMPANY LIMITED

and affixed the seal of the

said 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 **VICTORIA** in the Province of

British Columbia, this **30th** day of **November**,

one thousand nine hundred and seventy-seven.

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

EDWIN VERNON GRIMM

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
at **Vancouver**

29th

day of

November

, 1977

, in the Province of British Columbia,

(whose identity has been proved by the evidence on

oath of

ANDREW E. MCGREGOR

, who is) personally known to me,

appeared before me and acknowledged to me that he is the

BAY SHORES DEVELOPMENT LIMITED

, and that he is the person

who subscribed his name to the annexed instrument as

BAY SHORES DEVELOPMENT LIMITED

of the said

and affixed the seal of the

said 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 **29** day of **November**,

one thousand nine hundred and seventy-seven.

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

Page 100-1475

WEB Engineering Ltd.

101 - 1861 Welch Street
North Vancouver, B.C. V7P 1B7
Telephone 985-9556

80566

August 8, 1978

Resort Municipality of Whistler
P.O. Box 35
Whistler, B.C.
VON 1B0

Attention: Mr. G.F. Pearce
Clerk/Treasurer



Dear Sirs:

Re: Bay Shores Development Water System

I am now in receipt of a Certificate from Nandor Pal, Professional Engineer, setting out under his seal, the conditions which pertain to the waterworks system, known as Alpha Creek Waterworks System, as they apply to domestic demands and to the proposed fire flow demands imposed by the new development.

Under Item 3B of the Certificate, the Engineer proposes that the type of development would be modern townhouses demanding 960 gallons per minute fire flow. It is my belief that townhouses can be designed to impose such a condition even though this amount is at the minimum end of the range. Accordingly, it is recommended that the land use contract contain reference to the type and design of units consistent with this fire flow.

In Clause 4 of the Certificate, the Engineer has identified a deficiency of 42,000 Imperial gallons based upon this fire flow. It is understood that the developer is aware of this deficiency and is prepared to make some commitment to participate with other developers in resolving this particular deficiency. It should be noted that storage for fire flow is applicable to the whole system and in that this system is already deficient in fire flow storage it is reasonable that others participate in this corrective requirement.

I am now satisfied that the system has been examined and that both the owner, his engineer and the Municipality are aware of deficiencies which exist in the system. I am therefore prepared to recommend that the system as proposed by the engineer be accepted for incorporation in the land use contract subject to the limitations and deficiencies stated in the certificate. It is also recommended that this certificate be a schedule attached to the land use contract.

Yours very truly,

WEB Engineering Ltd.

E.D. Webber, P. Eng.

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THE RESORT MUNICIPALITY OF WHISTLER
LAND USE CONTRACT

80566

CONSENT

KNOW ALL MEN BY THESE PRESENTS THAT:

BANK OF MONTREAL, a chartered bank of Canada having a branch office at 4502 West 10th Avenue, Vancouver, British Columbia, V6R 2J1, being the holder of one charge by way of a mortgage registered at the Land Registry Office in the City of Vancouver, British Columbia, under Number B54243 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 3556, except part
included in Plan 14962,
GROUP ONE,
N.W.D.

In consideration of the sum of ONE DOLLAR (\$1.00) (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, Pacific Logging Company Limited, and the holder of a right-to-purchase, Bay Shores Development Limited, and the Resort Municipality of Whistler, which shall have the force and effect of a Restrictive Covenant running with the land and against the aforementioned 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 21st day of September, 1978.

BANK OF MONTREAL by its
Attorneys in Fact:

ASSISTANT MANAGER CREDIT

MANAGER CREDIT

SIGNED, SEALED AND DELIVERED
in the presence of:

MAYLENE CHOW
2580 ETON STREET
VANCOUVER B.C.

Page 81 of 175
UTILITY CLERK

41186

80566

STATUTORY DECLARATION OF ATTORNEY

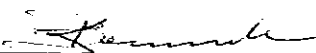
ROBERT C. CHRISTIANSON M. BERT McPHEE
We, ASSISTANT MANAGER CREDIT and MANAGER CREDIT

of VANCOUVER , in the Province of British Columbia,
do solemnly declare:-

1. THAT we are the attorneys for Bank of Montreal.
2. THAT we are the persons who subscribed the name of
Bank of Montreal in the annexed instrument as the maker thereof.
3. THAT at the time of the execution of the said instrument
the power of attorney had not been revoked by or on behalf of Bank
of Montreal, and we have not received any notice or information of
the bankruptcy or dissolution of Bank of Montreal.
4. THAT we know the contents of the said instrument and
subscribed the name of the said Bank of Montreal thereto volun-
tarily as the free act and deed of the said Bank of Montreal.

AND we make this solemn declaration conscientiously
believing it to be true, and know that it is of the same force
and effect as if made under oath and by virtue of the Canada
Evidence Act.

SEVERALLY DECLARED before me
at VANCOUVER
in the Province of British
Columbia, this 22nd day of
SEPTEMBER 1978.


A Commissioner for taking
Affidavits for British Columbia)

DALE KERMODE
Barrister & Solicitor

16th Floor, First Bank Tower,
595 Burrard Street
Vancouver, Canada V7X 1K9

SCHEDULE A

71. RMB Zone - Residential Multiple Bayshores

Intent

- (1) The intent of this zone is to permit the development of detached, duplex, townhouse and multiple residential dwellings.

Permitted Uses

- (2) The following uses are permitted only at the locations specified in Schedule x *[Amending Bylaw Schedule B]*, and all other uses are prohibited:
- (a) Detached dwellings
 - (b) Duplex dwellings
 - (c) Townhouses
 - (d) Auxiliary buildings and auxiliary uses
 - (e) Auxiliary residential dwelling unit provided it is contained within a detached dwelling.

Density

- (3) In the RMB zone:
- (a) the maximum number of detached dwellings is 69;
 - (b) the maximum number of townhouse dwellings is 95;
 - (c) the maximum number of duplex dwellings is 43;
 - (d) and the maximum gross floor area of any dwelling is set out in Schedule x.
- (4) Despite subsection 3, if the actual gross floor area of a townhouse on any site, the construction of which was authorized by a building permit duly authorized by the Municipality exceeded the amount specified in Schedule x, such actual gross floor area shall be deemed to be the maximum permitted gross floor area for the site.

Height

- (5) The maximum permitted height of buildings and structures is as set out in Schedule x.

Setbacks

- (6) The minimum permitted setbacks for each lot into which the Lands will be subdivided or strata titled are as set out in Schedule x.
- (7) Despite subsection 3, if the actual setbacks of a building on any site, the construction of

which was authorized by a building permit duly authorized by the Municipality is less than the distance specified in Schedule x, such setback distance shall be deemed to be the allowable distance for the site.

Off-Street Parking and Loading

- (8) Off-street parking and loading spaces shall be provided and maintained in accordance with the regulations contained in Part 6 of this Bylaw, notwithstanding, parking spaces required in respect of the use of a parcel within a bare land strata may be located on strata roads.

Other Regulations

- (9) Notwithstanding subsection 3(3) of Part 5, the maximum permitted floor area for an auxiliary building is:
 - (a) 70 square metres on a parcel with a detached dwelling; and,
 - (b) 50 square metres on a parcel with a duplex dwelling.
- (10) 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.
- (11) 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.

SCHEDULE X

LAND USE PLAN OF RMB ZONE WITH TABLE OF HEIGHTS, DENSITIES AND SETBACKS

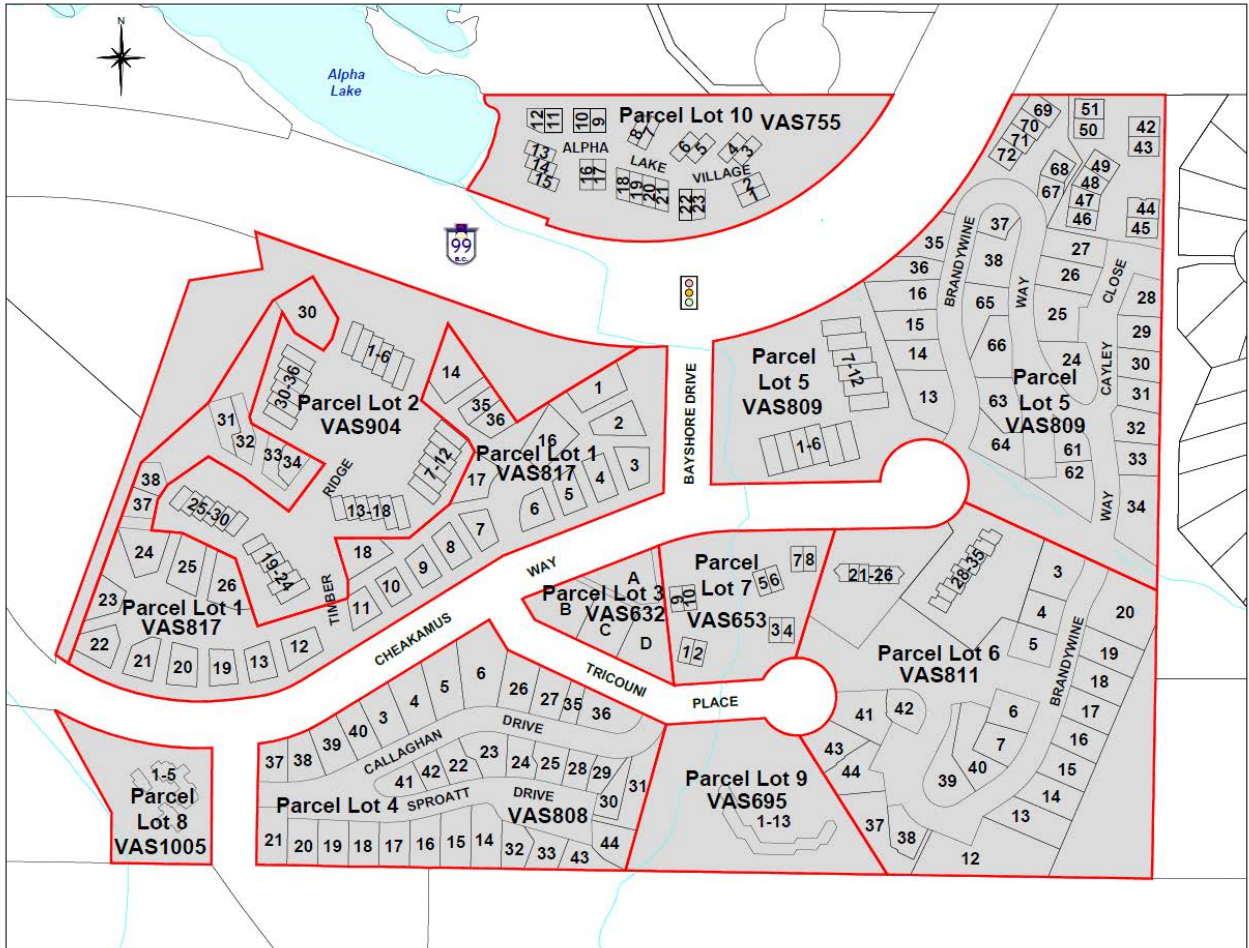


Table of Heights, Densities and Setbacks

Strata Lot	Land Use	Maximum GFA (sq. m)	Setback	Maximum Height
Parcel Lot 1 (Strata Plan VAS 817)				
SL 1 – 13 and 16 - 26	Detached Dwelling	232	0 metres to a strata lot line.	7.6 metres.
SL 14, 30	Duplex	372	0 metres to a strata lot line.	7.6 metres.
SL 31-38	One half duplex dwelling per strata lot	186	0 metres to a strata lot line.	7.6 metres.
Parcel Lot 2 (Strata Plan VAS 904)				
S.L. 1-6	Townhouses	183 per unit	0 metres to a strata lot line.	The maximum permitted height of a townhouse building is 10.7 metres.
SL -7-12	One half duplex dwelling per strata lot	186 per unit	0 metres to a strata lot line.	The maximum height of a duplex building is 7.6 metres.
SL 13-18	One half duplex dwelling per strata lot	186 per unit	0 metres to a strata lot line.	The maximum height of a duplex building is 7.6 metres.
SL 19-24	Townhouses	183 per unit	0 metres to a strata lot line.	The maximum permitted height of a townhouse building is 10.7 metres.

SL 25-30	One half duplex dwelling per strata lot	186 per unit	0 metres to a strata lot line.	The maximum height of a duplex building is 7.6 metres.
SL 31-36	One half duplex dwelling per strata lot	186 per unit	0 metres to a strata lot line.	The maximum height of a duplex building is 7.6 metres.
Parcel Lot 3 (Strata Plan VAS 632)				
Lots A - D	Detached dwelling	232 per detached dwelling	7.6 metres from the front or rear lot line and 3 metres from the side lot line.	7.6 metres.
Parcel Lot 4 (Strata Plan VAS 808)				
SL 3-6, 14-21	Detached Dwelling	232	1. If the average grade sloping upwards from the lot line of any strata lot towards the rear lot line thereof over a distance of a least 7.6 metres is 30% or less, the siting of any building or structure on that strata lot shall be such that no portion thereof is closer than 4.6 metres to the front lot line thereof. If under these circumstances the average grade sloping upwards is greater than 30%, then the front property setback is 3 metres. 2. 3 metres from the side or rear lot lines.	7.6 metres.
SL 22-33, 35-44	One-half duplex dwelling per strata lot	186		7.6 metres.

Strata Lot	Land Use	Maximum GFA (sq. m)	Setback	Maximum Height
Parcel Lot 5 (Strata Plan VAS 809)				
SL 1-12	Townhouses	232	1. If the average grade sloping upwards from the lot line of any strata lot towards the rear lot line thereof over a distance of a least 7.6 metres is 30% or less, the siting of any building or structure on that strata lot shall be such that no portion thereof is closer than 4.6 metres to the front lot line thereof. If under these circumstances the average grade sloping upwards is greater than	10.7 metres.
SL 13-16, 24-34	Detached dwelling	232		7.6 metres.
SL 35-38, 42-45, 50-51, 61-68	One-half duplex dwelling per strata lot	186		7.6 metres.
SL 46-49, 69-72	Townhouses	183		10.7 metres.

			30%, then the front property setback is 3 metres. 2. 3 metres from the side or rear lot lines.	
Parcel Lot 6 (Strata Plan VAS 811)				
SL 3-7, SL 12-20	Detached dwelling	232	1. If the average grade sloping upwards from the lot line of any strata lot towards the rear lot line thereof over a distance of a least 7.6 metres is 30% or less, the siting of any building or structure on that strata lot shall be such that no portion thereof is closer than 4.6 metres to the front lot line thereof. If under these circumstances the average grade sloping upwards is greater than 30%, then the front property setback is 3 metres. 2. 3 metres from the side or rear lot lines.	7.6 metres.
SL 37-44	One-half duplex dwelling per strata lot	186		7.6 metres.
SL 21-26, 28-35	Townhouses	183 per unit		10.7 metres.
Parcel Lot 7 (Strata Plan VAS 653)				
SL 1-10	One-half duplex dwelling per strata lot	186	7.6 metres from the front or rear lot line and 3 metres from a side lot line.	7.6 metres

Strata Lot	Land Use	Maximum GFA (sq. m)	Setback	Maximum Height
Parcel Lot 8 (VAS 1005)				
SL 1-5	Townhouses (5)	1746	7.6 metres from the front, rear or side lot line.	10.7 metres.
Parcel Lot 9 (Strata Plan VAS 695)				
SL 1-13	Townhouses (13)	0.4 Floor Site Ratio	7.6 metres from the front, rear or side lot lines.	10.7 metres.
Parcel Lot 10 (Strata Plan VAS 755)				
SL 1-23	Duplex, Townhouses	0.4 floor site ratio	7.6 metres from the front, rear or side lot lines.	7.6 metres for duplexes; 10. 7 metres for townhouses.



REPORT | INFORMATION REPORT TO COUNCIL

PRESENTED: May 3rd, 2016

REPORT: 16-055

FROM: Resort Experience

FILE: 7648.02

SUBJECT: LAND USE CONTRACT TERMINATION PROCESS

COMMENT/RECOMMENDATION FROM THE CHIEF ADMINISTRATIVE OFFICER

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

RECOMMENDATION

That Information Report No. 16-055 regarding the Land Use Contract termination process be received.

REFERENCES

Appendix A – Map of Land Use Contracts in Whistler

Appendix B – Provincial Bulletin: The *Local Government Act* Pertaining to LUC Termination

PURPOSE OF REPORT

The purpose of this report is to inform Council of the process for terminating land use contracts as a result of recent changes to provincial legislation which automatically terminates all land use contracts in BC on June 30th 2024 and requires municipalities to rezone all lands regulated by land use contracts by June 30th 2022.

DISCUSSION

Background

Land use Contracts Generally

Land use contracts existed as a regulatory tool between 1970 and 1980. Land use contracts were used in place of zoning and were essentially a contract between a Municipality and property owner (usually a developer). They could regulate virtually all aspects of development (land use, siting, infrastructure, amenities, form and character, environmental etc.) and could “lock in” regulations by rendering any future development-related bylaws of the municipality inapplicable. Similar to restrictive covenants, land use contracts were registered on the titles of the lands they regulated and could only be amended or discharged by agreement between the Municipality and land owner. The legislation authorizing the use of land use contracts was repealed in 1978, however land use contracts entered into prior to these legislation changes remained in force.

The specificity of land use contracts indicates that—unlike zoning regulations—they were intended to address only a single generation of development (E.g. reference to specific building layouts, plans,

land use mixes, servicing obligations). Thus land use contracts generally became obsolete once the development they regulated was fully completed; often complicating the approval process for renovations and redevelopment. Broadly applicable amendments to land use regulatory bylaws, even those that expanded development rights, did not apply unless the owner initiated a land use amendment or discharge process.

Land Use Contracts in Whistler

There are eight land use contracts in Whistler affecting 2,600 properties 2,568 of which are stratified properties governed by 60 separate strata corporations. Only 31 fee simple lots are regulated by land use contracts.

Each land use contract is a unique and complex regulatory document. Even the same contract can vary from property to property, as over the years a number of owners have received approvals for site-specific modifications to their land use contracts. The exact number of site specific modifications is currently unknown. Two land use contract areas have been “zoned over” (Brio and Alpine). This zoning does not apply until the land use contract is terminated.

Bill 17 and the End of Land Use Contracts in BC

In May of 2014, the *Local Government Act* was amended to:

- automatically terminate all Land Use Contracts in BC on June 30, 2024;
- require municipalities to zone all lands subject to Land Use Contracts by June 30, 2022;
- allow unilateral, local government-initiated, termination of land use contracts if zoning is in place;
- allow property owners to apply to the Board of Variance for temporary exemptions from early termination; and
- grant non-conforming use and siting rights for properties developed under an LUC, which do not conform to new zoning.

Since the adoption of the new provincial legislation, staff have been developing an implementation strategy.

Process and approach for discharging land use contracts

There are essentially two options for the RMOW to meet the new requirements of the *Local Government Act* for land use contract termination:

1. Zone all lands affected by land use contracts by 2022 and wait for contracts to automatically terminate in 2024; or
2. Zone lands affected by land use contracts and terminate concurrently with the adoption of zoning.

Staff have developed a process to proceed with the second option, executed at a rate of 1-2 land use contracts/year. The process is expected to have four parts:

1. Assessment and preparation: Currently underway, staff will review all of Whistler's land use contracts, determining the general scope of the regulations in each land use contract and developing a termination schedule.

2. Property owner communication: Staff will host a general information session each year followed by a tailored session for land owners whose land use contract is scheduled for termination. In the second session, property owners will be able to review and comment on the zoning and other regulations that will replace their land use contract.
3. Bylaw preparation and consideration process: Draft bylaws will be finalized incorporating input from the public consultation and proceed through the Council consideration process. This includes a legislated public hearing and notification process (see public consultation below).
4. Repeat 2 & 3 until all LUCs are discharged: Steps 2 and 3 will be repeated annually until all land use contracts are discharged. The deadline to have zoning in place for land use contract areas is June 30th 2022. Any board of variance exemptions to early termination will expire on June 30th 2024, when all land use contracts in BC automatically terminate.

Each land use contract differs substantially and over 3,000 property owners will be affected by the termination process. To ensure consistency in applying the above process, Staff have also developed four overarching principles:

1. Adherence to legislation: New regulations will be drafted and adopted in accordance with the requirements of the *Community Charter* and *Local Government Act*. In cases where applicable legislation prohibits land use contract regulations from being enacted in current municipal bylaws, these regulations cannot be carried forward.
2. Public engagement: *Local Government Act* requirements will be met and additional consultation with affected property owners will occur (see public consultation 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 are no longer applicable¹—will not be carried forward into new regulations.
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.

It is important to note that rules for site-specific amendment and discharge of land use contracts that existed prior to amendments to the *Local Government Act* in 2014 remain in effect. For this reason owner-initiated applications to discharge or amend land use contracts will continue to be received and processed. These applications will follow a different approval process than the one described in this report.

¹ Examples of “spent” regulations include requirements to build amenities or infrastructure which has already been built or rules that have been rendered irrelevant or redundant by the enactment of newer rules.

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 LUC termination process directly supports two strategies identified in the RMOW's 2015 Corporate Plan and at least one policy identified in Official Community Plan Bylaw 1983.

Policy Source	Policy	Comments
2015 Corporate Plan	Advance progressive community planning tools, policies and processes.	The proposed process provides for a timely and responsible approach to meet Provincial requirements for LUC termination. A clearer and simpler regulatory regime for development will be created.
2015 Corporate Plan	Ensure community engagement is structured to effectively support municipal decision making.	The proposed process includes a targeted engagement program to ensure all stakeholders can access the information they need and have meaningful input.
2015 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.
Official Community Plan Bylaw 1983	Policy 3.1.2.1: Support flexibility, diversity, adaptability and efficiency in land use development so the resort community can derive the greatest benefit from existing development.	Zoning is a more flexible tool which better supports flexible land use development and redevelopment.

BUDGET CONSIDERATIONS

Because the proposed LUC termination process will occur over a period of six years, budget implications will be realized on an annual basis. Costs for work to be done in 2016 have been allocated in the Planning Department budget. Staff will account for the necessary costs of implementing the project each year through the annual budgeting processes. No fees to property owners will be charged as a result of the termination program. However land owners who wish to apply to the Board of Variance for a temporary exemption from early discharge are required to pay application fees.

COMMUNITY ENGAGEMENT AND CONSULTATION

The proposed rezoning and termination process includes a consultation program that exceeds the requirements of the *Local Government Act*. Highlights include:

- An initial press release has been prepared outlining the proposed process and where property owners can find more information. This release will be sent out shortly after Council receives this report.
- A page on the RMOW's website will be added (whistler.ca/landusecontracts) updated with information about the LUC termination process and a direct e-mail address will be established and continually monitored (landusecontracts@whistler.ca).
- An extensive list of frequently asked question (FAQs) has been prepared and will be posted on the RMOW's website and included with mail out notifications to property owners
- Annual open houses will be held where for the general public can obtain general information about the land use contract termination and rezoning process and where property owners with land use contracts scheduled for termination can provide feedback on the proposed zoning.
- *Local Government Act* requirements for notification and consultation. This includes:
 - A public hearing for each rezoning and LUC termination bylaw must occur prior to final consideration by Council. This includes newspaper notification and mail notification to affected property owners.
 - Written notification to property owners once the contract is terminated informing them of Council's decision, the date of LUC termination and their right to apply to the Board of Variance for an exemption from early termination.

SUMMARY

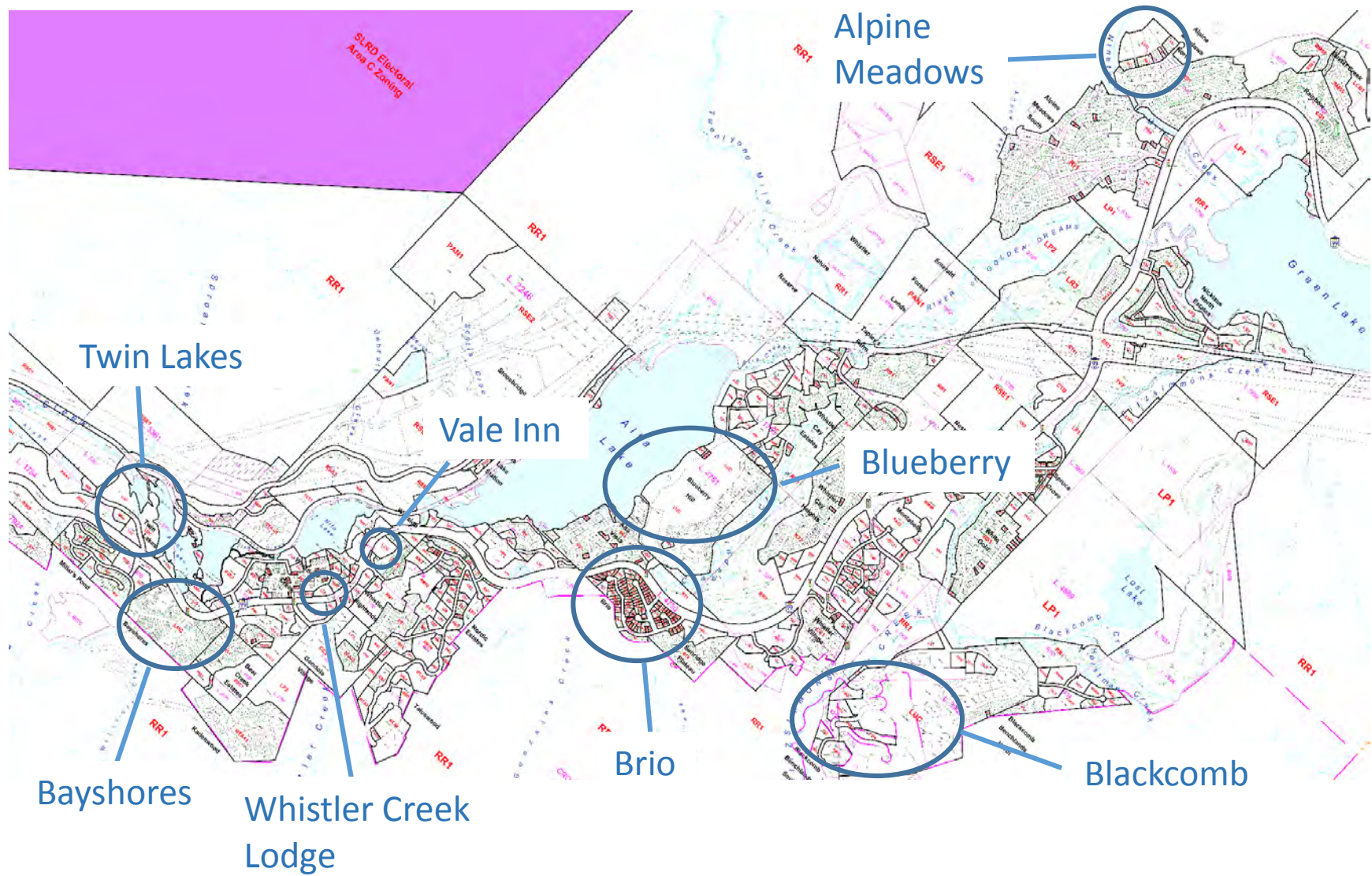
Recent changes to the *Local Government Act* terminates all land use contracts in BC on June 30, 2024. Local governments can either enact zoning no later than June 30, 2022 and wait for automatic termination in 2024; or enact zoning and terminate land use contracts immediately. Staff have developed a plan consistent with the latter, executed over time at a rate of 1-3 land use contracts each year.

This approach accelerates the termination process providing time to accommodate public input, complete a thorough and fair zoning process, ensure established development rights are protected where warranted, minimize the impact on RMOW resources and ensure that the termination is equitably applied to all affected land owners. Staff are recommending that this report be received as information.

Respectfully submitted,

Jake Belobaba
Senior Planner
for
Jan Jansen
General Manager of Resort Experience

Appendix "A" – Map of Land Use Contracts in Whistler



Appendix “B”
Provincial Bulletin: *The Local Government Act* Pertaining to LUC Termination

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Miscellaneous Statutes Amendment Act, 2014

BULLETIN

Miscellaneous Statutes Amendment Act, 2014 (Bill 17, 2014)

Miscellaneous Statutes Amendment Act, 2014 (Bill 17, 2014)

Amendments to *Local Government Act*, *Community Charter* and *Vancouver Charter* are now in force (as of the date of Royal Assent-May 29, 2014)

Bill 17, 2014, the *Miscellaneous Statutes Amendment Act, 2014* includes amendments to streamline local and provincial government land use planning and development approvals, modernize outdated legislative tools and provide greater certainty and transparency for residents and those who develop and build within communities.

Specifically, Bill 17 introduced amendments to the *Local Government Act*, *Community Charter* and *Vancouver Charter* to remove unnecessary ministerial approvals for certain land use planning and development bylaws; allow modern land use policies and practices to replace land use contracts; and, protect developers from increases in development cost charges (DCC) (or development cost levies (DCL) in the City of Vancouver) for 12 months after DCC/DCL rate increases are made, where a rezoning or development permit application is in process.

Amendments:

Amendments to the *Local Government Act*, *Community Charter* and *Vancouver Chart*

Removing the requirement for Ministerial approval for Regional District (RD) land use bylaws.

The following amendments remove the requirement for Ministerial approval of certain RD land use bylaws, streamlining the RD bylaw approval process. They also broaden the authority of the Minister to develop provincial policy guidelines in relation to RD land use bylaws, providing an opportunity to provide clarity regarding provincial interests and support the appropriate notification and referral of RD bylaws to Provincial ministries and agencies.

- Removes requirement for Ministerial approval of RD OCP, zoning, subdivision servicing and temporary use bylaws (LGA s. 882, 913, 921, 930, 938).
- Provides discretionary authority for the Minister to require approval of RD bylaws (LGA s. 874.1).
- Broadens the existing authority of the Minister to develop provincial policy guidelines in relation to RD zoning, subdivision servicing and temporary use bylaws (LGA s.873.2).

- Removes the requirement for the Minister responsible for the *Transportation Act* to approve subdivision servicing bylaws, if an RD provides the subdivision approving officer services, and provides discretionary regulatory authority for that minister to require approval of such bylaws (LGA s. 938(3.1)).

Removing Ministerial approval for soil removal and deposit bylaws that include fees

1. Removes the requirement for the Minister to approve the application of fees within municipal soil removal and deposit bylaws (CC s. 195(3)), and for such RD bylaws (LGA s. 723(7)).
2. Note: The Ministry of Environment maintains its approval role for soil deposit bylaws, and the Ministry of Energy and Mines maintains its approval role for soil removal bylaws.

Terminating Land Use Contracts (LUC):

1. Provides for the termination of all land use contracts in affected B.C. municipalities and RDs on the “sunset” date of June 30, 2024 and requires all local governments to have zoning in place for lands covered by land use contracts by June 30, 2022 (LGA Part 26, Division 7.1, s. 914.1).
2. Enables local governments to undertake early termination of land use contracts under certain conditions (LGA, Division 7.1, s. 914.2), namely:
 - early termination bylaw is adopted on or before June 30, 2022;
 - early termination bylaw comes into force at least one year after it is adopted;
 - a public hearing, which cannot be waived, is held (LGA s. 892, 893);
 - zoning is in place where land use contracts are to be terminated; and,
 - proper land title office is notified of early termination bylaw within 30 days of its adoption.
3. Requires local governments to give written notice of land use contract termination, when land use contracts are terminated early or in advance of the sunset date of June 30, 2024 (LGA s. 914.3).
4. Provides Boards of Variance with new authority to extend the dates set in early termination bylaws for reasons of hardship, up to the sunset date of June 30, 2024 at the latest (LGA s.901.1).
5. Provides non-conforming use status to land, buildings and structures that are on land subject to a land use contract after land use contracts are terminated (LGA s. 911).
6. Provides that compensation is not payable with regard to land use decisions for the termination of land use contracts, which extends the current no-compensation provisions currently provided in relation to land use bylaws (LGA s. 914).
7. Note: this amendment does not impact the City of Vancouver, as there are no lands affected by land use contracts in the City.

Providing in-stream protection from DCC/DCL rate changes

8. Provides developers with 12 months protection from increases to development cost charges (DCCs) if a DCC bylaw is adopted after an application for a rezoning or a development permit has been submitted to a local government for approval (in a form acceptable to the local government and fees paid) (LGA s.937.001).
 - The same level of protection currently exists for subdivision (LGA s. 943) and building permit applications (LGA s. 937.001).

9. Provides that the same 12-month protection applies to development cost levy (DCL) rate changes in the City of Vancouver for development permit and rezoning applications (in a form acceptable to the City and fees paid) (VC s.523D).

The City of Vancouver currently has the same level of protection for building permit applications (VC s. 523D (8.2)).

Practical Considerations:

Royal Assent was received on May 29, 2014.

Statutes Amended:

- *Local Government Act*: sections 5, 723, 870, 873.2, 874.1, 876, 882, 890, 892, 893, 900, 901.1, 911, 913, 914, 914.1, 914.2, 914.3, 914.4, 921, 930, 937.001, 938
 - *Community Charter*: section 195
 - *Vancouver Charter*: sections 2.1, 523D
 - Bill 17, 2014
-

http://www.cscd.gov.bc.ca/lqd/intergov_relations/planning_bulletins/bulletinBill17.htm (retrieved December 7, 2015)

BAYSHORES LAND USE CONTRACT TERMINATION – FIRST AND SECOND READINGS (LUC00003)

Council Presentation

May 5, 2020

RESORT MUNICIPALITY OF WHISTLER

4325 Blackcomb Way

Whistler, BC Canada V8E 0X5

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Purpose – Report

- Present “Land Use Contract Termination Bylaw (Bayshores) No. 2213, 2020” to Council for consideration of first and second readings
- Request that Council authorize staff to schedule, and provide notice of, a Public Hearing for “Land Use Contract Termination Bylaw (Bayshores) No. 2213, 2020”

Proposed Bylaw – Overview

- Proposed bylaw will terminate the Bayshores Land Use Contract (LUC) from the subject lands and zone the subject lands RM70 Zone (Residential Multiple Seventy) under “Zoning and Parking Bylaw No. 303, 2015” (the Zoning Bylaw)
 - ✓ If the bylaw is adopted, the Bayshores LUC will be terminated from the subject lands and the zoning will take effect one year from the date of adoption of the bylaw (per the *Local Government Act* (LGA))
- The proposed zoning applies to 10 different strata properties, representing 248 strata lots
- Proposed bylaw has been prepared consistent with provincial regulations for the termination of LUCs and with the RMOW’s project approach and principles for terminating LUCs

Subject Lands



Background – LUCs and the LGA

- LUCs existed as a regulatory tool between 1970 and 1980
 - ✓ Used in place of zoning and other development bylaws to regulate development
 - ✓ Could “lock in” development regulations in perpetuity
 - ✓ Could only be amended or terminated by agreement between the municipality and land owner
- May 2014: LGA amended to automatically terminate all LUCs on June 30, 2024
 - ✓ Requires municipalities to zone all lands subject to LUCs by June 30, 2022
 - ✓ Allows unilateral, local government initiated termination of LUCs, provided zoning is in place prior to termination

Background – RMOW's Termination Approach

- May 3, 2016: Staff presented Information Report to Council No. 16-055
 - ✓ Outlined the new legislation and recommended an approach for early termination of all LUCs in Whistler
 - ✓ Identified eight LUCs in Whistler affecting 2,600 properties, 2,568 of which are stratified
 - ✓ Described four overarching principles that would be applied by the RMOW through the LUC termination and zoning process
 - Adherence to legislation
 - Public engagement
 - Alignment of regulations
 - Consistent and equitable approach
- To date, two LUCs have been terminated: Alpine Meadows and Brio

Background – Bayshores LUC

- Enacted in April 1978 and registered on affected property titles as F80566
- September 17, 2019: Staff presented Administrative Report to Council No. 19-117
 - ✓ Detailed the history of the Bayshores LUC and its relationship to Zoning Bylaw No. 9
 - ✓ Presented a draft of the proposed RM70 Zone
 - ✓ Council authorized staff to prepare the necessary bylaws to rezone lands subject to the Bayshores LUC and to terminate the Bayshores LUC pursuant to sections 547 and 548 of the LGA

Proposed Bylaw

- “Land Use Contract Termination Bylaw (Bayshores) No. 2213, 2020”
 - ✓ Terminates the Bayshores LUC from the subject lands
 - ✓ Assigns the RM70 Zone to the subject lands
- RM70 Zone
 - ✓ Aligns with the regulations established by the LUC, applicable permits and covenants for each strata lot
 - ✓ Divides the LUC area into different sections based on strata plans to reflect the historic patterns of development and to provide specifications regarding permitted land use, maximum gross floor area (GFA), setbacks and maximum height
 - ✓ Permits auxiliary residential dwelling units in detached dwellings
- RM70 Zone will be added to the RMOW’s current Zoning Bylaw
 - ✓ General regulations that provide for GFA exclusions will apply

Proposed Bylaw – Updates Since September 2019

- Address Council's comments regarding parking concerns
 - ✓ Clause respecting off-street parking and loading was revised
 - Clarifies that parking spaces required in respect of the use of a parcel within a bare land strata plan may be located on strata roads *within the same strata plan*
 - Reflects existing conditions and historic use
 - ✓ Revisions address allowances for covered or enclosed parking which is excluded from the calculation of GFA similar to other residential zones
 - The maximum areas established are specified in the bylaw's density provisions and reflect existing conditions based on building permit records
- Revise bylaw language based on legal review to clarify interpretation
 - ✓ Table 13A was revised to clarify the correct interpretation of the specified maximum GFA and setback requirements which have not been changed

Community Engagement and Consultation

- Letter to Owners: November 8, 2019
 - ✓ Distributed to affected property owners
 - ✓ Provided an overview of the provincial requirement for municipalities to terminate LUCs
 - ✓ Described Council's permission to proceed with terminating the Bayshores LUC
 - ✓ Attached the draft proposed zone for owners' information
 - ✓ Invited property owners to attend an open house and identified the opportunity for written comments on the draft zone
- Open House: November 25, 2019
 - ✓ Posters displayed on the termination process and draft proposed zone
 - ✓ Staff presented an overview of the proposed zone and were available for questions
 - ✓ 15 people attended the open house
 - 12 members of the public
 - 3 members of RMOW Council

Community Engagement and Consultation

- Public Submissions: Due December 15, 2019
 - ✓ RMOW received one public submission
 - Letter from solicitors identifying themselves as representing the strata units within Strata Plan VAS695 (known as The Seasons)
 - Letter requests that the proposed zone be amended to allow tourist accommodation in The Seasons
 - Letter claims that tourist accommodation is a pre-existing use of The Seasons and that this use is permitted pursuant to the Bayshores LUC
 - ✓ A title search shows that the fractional ownership component referenced in the letter applies to six of the 13 strata lots within The Seasons property and no other properties in the Bayshores LUC area (242 strata lots)
 - ✓ Tourist accommodation use is not permitted by the Bayshores LUC
 - Bayshores LUC restricts the use of the lands to “single, duplex and multiple residential dwellings” as defined by Zoning Bylaw No. 9, 1975
 - There is no reference to tourist accommodation use in the Bayshores LUC
 - ✓ Based on the above, staff have not amended the proposed RM70 Zone to include tourist accommodation as a permitted use of The Seasons

Community Engagement and Consultation

- Future Notifications

- ✓ LGA requires a Public Hearing for the proposed bylaw be held prior to final consideration by Council, including notification in the local paper
- ✓ LGA requires written notification be provided to property owners notifying them of the adoption of the bylaw terminating the LUC
 - This notice must state the date of LUC termination and advise the owners of their right to apply to the Board of Variance for a delay of early termination

Recommendation

- **That** Council consider giving first and second readings to “Land Use Contract Termination Bylaw (Bayshores) No. 2213, 2020”; and
- **That** Council authorize staff to schedule a Public Hearing for “Land Use Contract Termination Bylaw (Bayshores) No. 2213, 2020” and to provide notice of the Public Hearing; and
- **That** Council authorize staff, subject to adoption of “Land Use Contract Termination Bylaw (Bayshores) No. 2213, 2020”, 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 adoption of “Land Use Contract Termination Bylaw (Bayshores) No. 2213, 2020”, to give written notice of termination to the affected property owners pursuant to section 549 of the *Local Government Act*.

LUC003 – Bayshores Land Use Contract Termination

Council Presentation

September 17, 2019

RESORT MUNICIPALITY OF WHISTLER

4325 Blackcomb Way

Whistler, BC Canada V8E 0X5

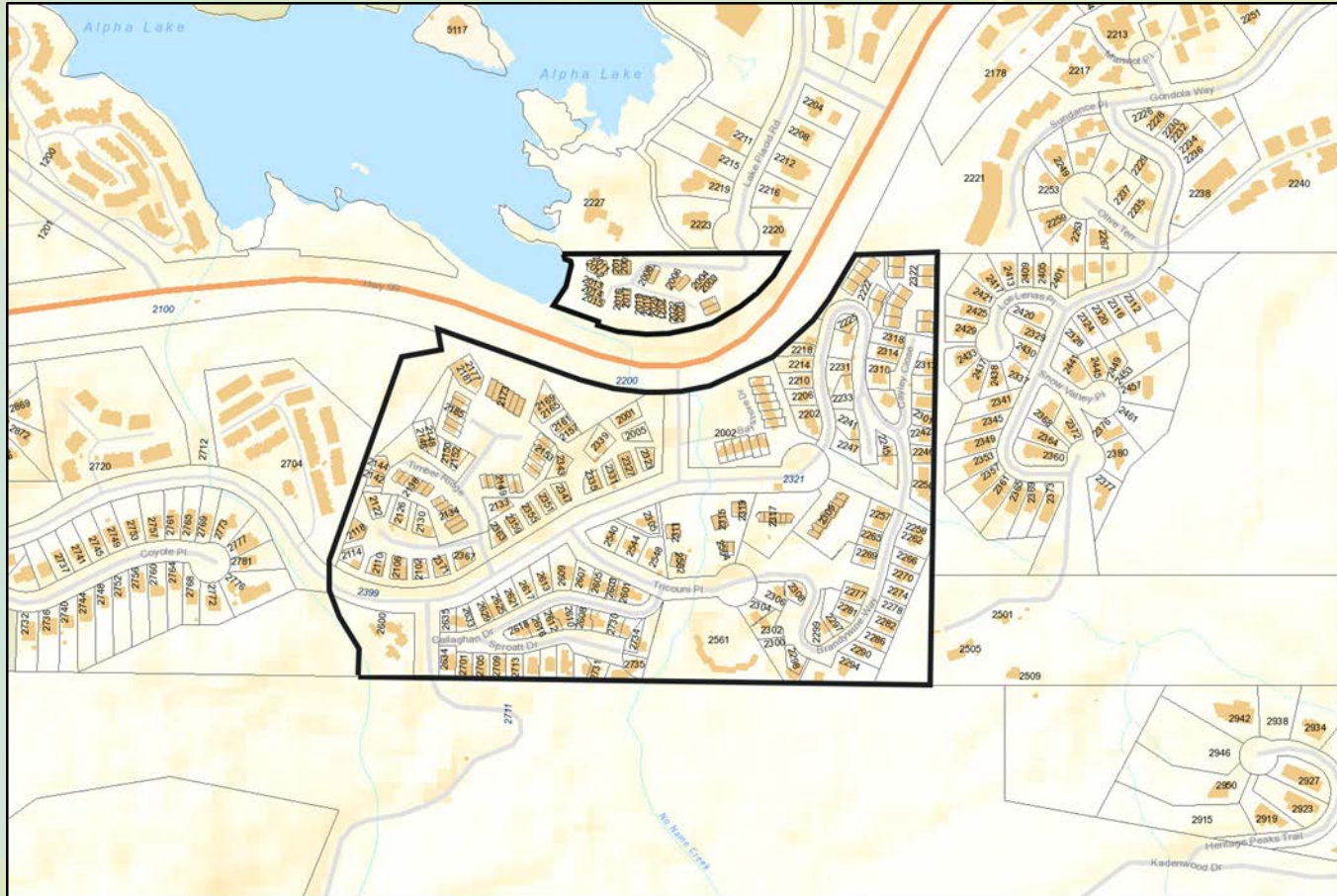
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Subject Lands



North

Background – Land Use Contracts (LUCs)

- 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.
 - Lock in regulations – changes required Municipality and Land Owner to agree to amendment or termination.
- May 2014, Local Government Act amended:
 - ✓ All LUCs in BC automatically terminate on June 30, 2024.
 - ✓ Local governments must have zoning in place by June 30, 2022.
 - ✓ Local government initiated termination is now possible.
- May 3rd, 2016 Council Report
 - ✓ Recommended an approach for early termination of Whistler LUCs.

Background – Land Use Contracts (LUCs)

- Summary of applicable sections of Local Government Act (LGA):

LGA Subsection	Summary Comment
546	<ul style="list-style-type: none">Allows for LUC amendments by way of Development Permit and/ or Development Variance Permit.
547	<ul style="list-style-type: none">Requires that all LUCs are terminated by June 30, 2024.Requires local governments to adopt zoning by June 30, 2022.
548	<ul style="list-style-type: none">Allows for termination of LUCs prior to June 30, 2022 provided that the amending bylaw comes into force one year after adoption.
549	<ul style="list-style-type: none">Requires local government to give property owners written notice of LUC termination.
550	<ul style="list-style-type: none">States that all LUC's are hereby terminated as of June 30, 2024

Discussion: The Bayshores Land Use Contact

- The Bayshores LUC was enacted in April 1978:
 - ✓ Registered on the affected property titles as F80566.
 - ✓ Clause IV of the LUC refers to Zoning Bylaw 9 (in effect at the time) for development standards (e.g. setbacks, height) with exceptions regarding site area requirements.
 - ✓ laid out servicing, subdivision and density provisions to:
 - Divide the eastern portion of District Lot 3556 into 12 parcels.
 - Accommodate 250 single family, duplex and multiple residential units.
 - ✓ The 12 parcels were later stratified and developed through the historically applicable development permit and building permit processes into ten separate strata plans.

Discussion: Development Summary

- Summary of Municipal approval tools for the 250 units affected by LUC:

Number of Units	Type of Authorization
125	Development Permit with Covenant plus Building Permit
93	Development Permit plus Building Permit
32	Building Permit only

- These permits and covenants (along with the regulations contained in both the LUC and Zoning Bylaw 9) form the basis of the proposed zoning regulations.
- Permits and covenants will remain registered on affected property titles after the LUC is terminated.

Discussion: Proposed RMB Zone

- New comprehensive zone: RMB (Residential Multiple Bayshores).
 - ✓ Intended to mirror the regulations established by the LUC, applicable permits, and covenants for each lot.
- Considerations:
 - ✓ Auxiliary residential dwelling units (ARDUs), are not considered under the LUC.
 - Proposed RMB zone would allow for ARDUs in detached dwellings.
 - Consistent with other existing residential zones in Zoning and Parking Bylaw 303.
 - Provides additional housing opportunities.
 - Associated density must be within the existing permitted maximum density for the parcel.
 - ✓ To account for potential historical inconsistencies, the new zone contains language that recognizes existing density or setbacks with proof of a building permit.

Discussion: Additional Considerations

- Applicability of Zoning and Parking Bylaw 303

General Regulations:

- ✓ Excluded Gross Floor Area:
 - Adoption of the proposed zoning will result in detached and duplex dwellings in Bayshores becoming eligible for gross floor area exclusions as per the current Zoning Bylaw No. 303, 2015.
 - Consistent with all other properties within RMOW boundaries that are regulated by Zoning Bylaw 303.
- ✓ Calculation of Height:
 - Method of calculation of height will change to be consistent with other residential properties within RMOW boundaries.

Policy Consideration

- Four principles were developed as part of the process presented to Council on May 3, 2016.

Principle	Comments
Adherence to legislation	The new regulations have been drafted in accordance with the requirements of the applicable legislation.
Public engagement	<p>Staff will conduct a public information meeting prior to bringing bylaws forward for first reading.</p> <p>Prior to adoption, a public hearing must be held for the proposed bylaws.</p>
Alignment of regulations	<p>The proposed zoning mirrors the rules in the Bayshores LUC, permits and covenants.</p> <p>The zoning aligns with existing development in the neighbourhood .</p>
Consistent and equitable approach	<p>No fees have been charged to property owners for this termination.</p> <p>This is the third land use contract to be terminated and similar processes have and will be followed.</p>

Policy Consideration

- **DEVELOPMENT PERMIT REQUIREMENTS:**

- ✓ Bayshores LUC area is not within a development permit area under the current 1993 OCP.
- ✓ Updated 2018 OCP will apply development permit requirements for:
 - Multi-family residential development,
 - Protection of riparian ecosystems, and
 - Wildfire protection.

Community Engagement

- Staff recommend:

- ✓ Public information meeting for neighbourhood to review proposed zone prior to council consideration of first and second readings.
- ✓ Mail out the proposed zoning to property owners for questions and comment within a one month period.

- Local Government Act requirements:

- ✓ Public hearing, held prior to Council's final consideration of bylaw, including a notification in the local paper.
- ✓ Written notification to property owners regarding adoption of the bylaw terminating the LUC.
 - This notice must state the date of LUC termination and advise the owner of their right to apply to the Board of Variance for a delay of early termination.

Recommendation

- **That** Council authorize staff to prepare the necessary bylaws to rezone lands subject to the Bayshores Land Use Contract and to terminate the Bayshores Land Use Contract (LUC) pursuant to sections 547 and 548 of the *Local Government Act*.

Land Use Contract Discharge Program

Presentation to Council

May 3rd , 2016.

RESORT MUNICIPALITY OF WHISTLER

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

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

Land Use Contracts (LUCs) Generally

- Existed as a regulatory tool 1970-1980
 - ✓ Used in place of zoning; contract between Municipality and property owner
 - Could regulate virtually all aspects of development (land use, siting, infrastructure, amenities, form and character environmental).
 - “Locked in” regulations: could render any future development-related bylaws of the municipality inapplicable.
 - Registered on title of lands affected.
 - Municipality and land owner had to agree to amendment or termination.
 - ✓ LUC enabling legislation repealed November 15, 1978.

Bill 17: The end of Land Use Contracts

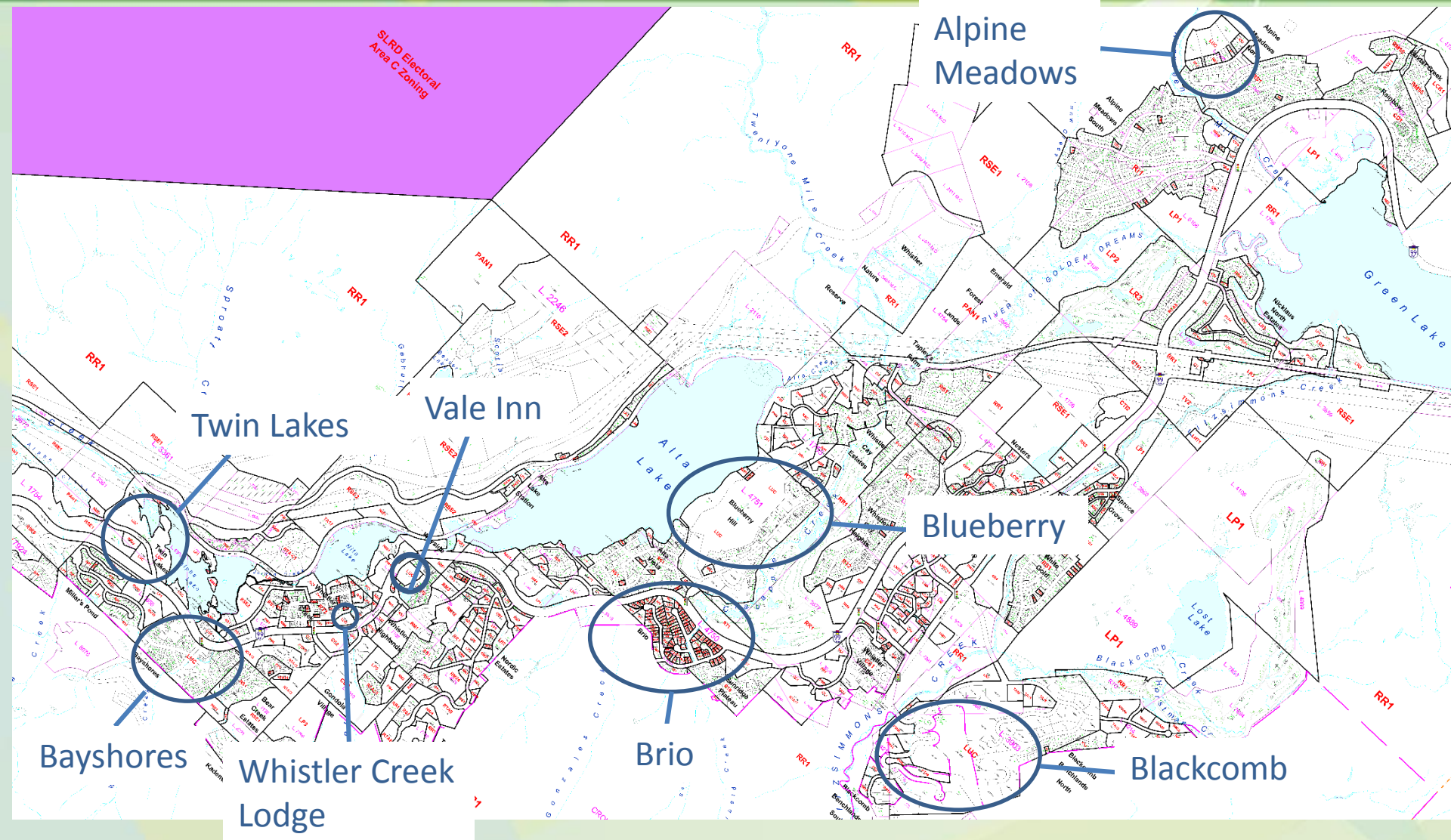
- May 2014, Local Government Act amended:
 - ✓ All Land Use Contracts in BC automatically terminate on June 30, 2024.
 - ✓ Municipalities must zone all lands subject to Land Use Contracts by June 30, 2022.
 - ✓ Local government-initiated, termination now possible (zoning must be in place first).
 - ✓ Property owners may apply to the Board of Variance for temporary exemptions from early termination
 - ✓ Non-conforming use and siting rights for properties developed under an LUC, which do not conform to new zoning.

Land Use Contracts in Whistler

- Eight Land Use Contracts in Whistler
 - ✓ Complex, varying, regulatory framework.
 - ✓ 2,599 properties affected.
 - 31 fee-simple lots
 - 2,568 stratified properties
 - 3,275 owners
 - 60 Strata corporations
 - ✓ Two Land Use Contract Areas have been “zoned over”. (Brio and Alpine)
 - ✓ Unknown number of site-specific amendments and discharges



Land Use Contracts in Whistler



Two Options Under the New Legislation

1. Zone all lands affected by Land Use Contracts by 2022 and wait for contracts to automatically terminate in 2024; or
2. Zone Lands affected by Land Use Contracts and terminate concurrently with adoption of zoning *.

Planning Staff are recommending option 2, executed at a rate of 1-2 Land Use Contracts/year.

* Property owners can apply for temporary exemption from early termination through Board of Variance

Benefits of Early Discharge

- *Advantages of zoning realized as soon as possible*
 - ✓ Zoning is more efficient and effective for everyone (greater clarity and availability)
- *Sequenced approach more efficient and effective:*
 - ✓ More time for effective consultation with affected property owners.
 - ✓ Opportunities to improve the process along the way.
 - ✓ Spread demands on staff time and other resources over a longer period.
- *Key LUC regulations preserved*
 - ✓ Regulations in LUCs will be carried forward into new zoning.
 - ✓ Non-conforming status applies in unlikely event LUC regulations not carried forward.
 - ✓ Property owners have one year from termination date to develop in accordance with LUC.
 - ✓ Appeal to the Board of Variance to temporarily extend their LUC.
- *Desire of most property owners to terminate LUCs. :*
 - ✓ Already receiving inquiries about the new LUC termination regulations.
 - ✓ Continue to receive applications for site-specific terminations.
- *LUC areas are built out:*
 - ✓ Most buildings in LUC areas were constructed in the 70's and 80's; entering redevelopment phase,
 - ✓ LUCs are not a suitable tool for redevelopment: Zoning is better

Challenges

- Tight timeframe
 - ✓ Zoning large area and large number of properties in short timeframe.
- Must replace extensive, complex and outdated regulatory scheme.
 - ✓ LUCs comparable in size to a small zoning bylaw and equally complex
 - ✓ LUC's regulations cannot be simply copied verbatim into zoning (e.g. density calculations, definitions, other considerations)
 - ✓ Unknown (but likely significant) number of site-specific modifications to Land Use Contract regulating individual parcels.
 - ✓ Paper-based, "manual" system, title notations: minimal ability to sort or query.

Proposed Process

1. Assessment and preparation: Determine scope of LUC's, coordinate resources and develop termination schedule (including order of termination)
2. Property owner communication: Host annual information sessions and develop zoning and graphics for LUC's scheduled for discharge.
3. Bylaw preparation and consideration process: Use stakeholder input to refine proposed bylaws developed in Step 2 and proceed with Council consideration and approval.
4. Repeat 2 & 3 until all LUCs are terminated
 - ✓ Deadline to have zoning in place for lands affected by LUCs—June 30, 2022
 - ✓ All LUCs and BOV exemptions from early termination are automatically terminated—June 30, 2024.

Proposed Principles of Land Use Contract Discharge

1. Adherence to legislation:

- ✓ *Local Government Act* requirements met.
- ✓ Antiquated regulatory features discontinued

2. Public engagement:

- ✓ *Local Government Act* requirements met plus additional consultation for affected property owners.

3. Alignment of regulations:

- ✓ Mirror LUC regulations in new Zoning.
- ✓ Preserve existing development rights.
- ✓ Ensure use, density, development character are maintained.
- ✓ Incorporate parcel-specific modifications where possible.
- ✓ Discard “spent” regulations

4. Consistent and equitable approach:

- ✓ Engage property owners collectively.
- ✓ RMOW initiated-no cost to property owners

Recommendation

That Information Report No. 16-055 regarding the Land Use Contract termination process be received.

**7.4 Bayshores Land Use Contract Termination - First and Second Readings
Report No. 20-033 File No. LUC00003**

Moved By Councillor D. Jackson

Seconded By Councillor C. Jewett

That Council consider giving first and second readings to “Land Use Contract Termination Bylaw (Bayshores) No. 2213, 2020”; and

That Council authorize staff to schedule a Public Hearing for “Land Use Contract Termination Bylaw (Bayshores) No. 2213, 2020” and to provide notice of the Public Hearing; and

That Council authorize staff, subject to adoption of “Land Use Contract Termination Bylaw (Bayshores) No. 2213, 2020”, 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 adoption of “Land Use Contract Termination Bylaw (Bayshores) No. 2213, 2020”, to give written notice of termination to the affected property owners pursuant to section 549 of the *Local Government Act*.

CARRIED

**7.5 RZ1144 - 2077 Garibaldi Way - Private Employee Housing Report No. 20-042
File No. RZ1144**

Councillor A. De Jong declared a conflict on this item. (Resides in this neighbourhood.)

Councillor A. De Jong left the Meeting at 7:07 p.m.

Moved By Councillor D. Jackson

Seconded By Councillor J. Ford

That Council endorse further review and processing of RZ1144, a revised application to rezone the lands located at 2077 Garibaldi Way from Residential Single Estate One (RS-E1) to a site specific multi-family zone to provide for 20 townhouse units of mixed employee and market housing as described in this Report and shown in Appendices “B” and “C”; and

That Council authorize staff to schedule an online public information and input opportunity, as described in this Report, for the proposed development and rezoning; and further,

That Council authorize staff to prepare a zoning amendment bylaw for the proposed development for Council consideration.

CARRIED

Councillor A. De Jong returned to the Meeting at 7:43 p.m.

**7.9 Five-Year Financial Plan 2020-2024 Amendment Bylaw No. 2281, 2020
Report No. 20-045 File No. 4350**

Moved By Councillor J. Grills

Seconded By Councillor D. Jackson

That Council consider giving first, second, third and final readings to the "Five-Year Financial Plan 2020-2024 Amendment Bylaw No. 2281, 2020".

OPPOSED: Councillor R. Forsyth

CARRIED

7.10 2020 Property Tax and Utility Rate Bylaws Report No. 20-047 File No. 2275, 2276, 2277, 2227, 2279, 2280

Moved By Councillor J. Grills

Seconded By Councillor C. Jewett

That Council consider giving first, second, third and final readings to the following bylaws:

- "Tax Rates Bylaw No. 2275, 2020";
- "Sewer Tax Bylaw No. 2276, 2020";
- "Water Tax Bylaw No. 2277, 2020";
- "Water User Fee and Regulation Amendment Bylaw No. 2278, 2020";
- "Sewer User Fee Amendment Bylaw No. 2279, 2020"; and
- "Solid Waste Amendment Bylaw No. 2280, 2020".

CARRIED

8. BYLAW FOR FIRST AND SECOND READINGS

8.1 Land Use Contract Termination Bylaw (Bayshores) No. 2213, 2020

Moved By Councillor R. Forsyth

Seconded By Councillor C. Jewett

That "Land Use Contract Termination Bylaw (Bayshores) No. 2213, 2020" be given first and second readings.

CARRIED

Squamish-Lillooet
Regional District
Regional Growth
Strategy
Amendment Bylaw
No. 1562-2018 –
Acceptance By
RMOW
File No. CR0097
Report No. 19-116

Moved by Councillor C. Jewett
Seconded by Councillor D. Jackson

That Council grant acceptance of “Squamish-Lillooet Regional District Regional Growth Strategy Bylaw No. 1062, 2008, Amendment Bylaw No. 1562-2018”; and

That Council authorize the Mayor and Municipal Clerk to submit the RMOW referral response, attached as Appendix “A” to Administrative Report No. 19-116 to the Squamish-Lillooet Regional District Board.

CARRIED

LUC003 –
Bayshores Land
Use Contract
Termination
File No. LUC003
Report No. 19-117

Moved by Councillor C. Jewett
Seconded by Councillor D. Jackson

That Council authorize staff to prepare the necessary bylaws to rezone lands subject to the Bayshores Land Use Contract and to terminate the Bayshores Land Use Contract (LUC) pursuant to sections 547 and 548 of the *Local Government Act*.

CARRIED

RZ1157 – 5298 Alta
Lake Road
Rezoning –
Market/Employee
Housing
File No. RZ1157
Report No. 19-118

Moved by Councillor R. Forsyth
Seconded by Councillor D. Jackson

That Council authorize further review and processing of Rezoning Application RZ1157 (5298 Alta Lake Road); and

That Council authorize staff to schedule a public information meeting to obtain input on the proposed zoning changes; and further

That Council authorize staff to potentially prepare a zoning amendment bylaw for RZ1157 to create a new site specific zone for the lands at 5298 Alta Lake Road that would provide for a mix of employee restricted and market housing on the lands as described in this Report 19-118.

CARRIED

Mayor J. Crompton declared a brief recess of the Meeting at 7:43 p.m.

The Meeting was reconvened at 7:48 p.m.

RZ1153 – 8975
Highway 99 –
Rainbow Ridge
Update
File No. RZ1153
Report No. 19-119

Moved by Councillor R. Forsyth
Seconded by Councillor J. Ford

That Council authorize staff to request additional information from the applicant regarding the revised RZ1153 application for a market and employee ownership townhouse development at 8975 Highway 99, including an updated traffic study, conceptual building design, preliminary servicing brief, development pro forma, and estimated sales price per unit.

OPPOSED: Mayor J. Crompton, Councillors A. De Jong, D. Jackson, and J. Grills

DEFEATED

look forward to working locally toward our own initiatives in this very important area. Stay tuned for more information coming soon.

Acting Mayor A. Janyk, Councillor J. Crompton and Councillor S. Maxwell attended the Howe Sound Community Forum. This meeting takes place twice a year with local communities who have an interest in Howe Sound. Although Whistler is not situated on Howe Sound we definitely have an interest it being a part of our shared corridor attraction. Acting Mayor A. Janyk commented that it was an interesting and informative meeting with Member of Parliament Pamela Goldsmith-Jones, MLA Jordan Sturdy and council members and staff from Bowen Island, Sunshine Coast, West Vancouver, Lions Bay, Squamish and Squamish First Nations in attendance. They had the opportunity to take a boat to Gambier Island to a visit a campsite that is over 100 years old. During the tour they learned there was no running water to the camp but saw how they used renewable energy to feed their energy needs rather than use generators.

On behalf of Council and the Resort Municipality of Whistler, Acting Mayor A. Janyk would like to share her condolences with the family and friends of Sandra McCarthy who passed away on Whistler Mountain last month. A funeral was held for Sandra on April 20 in Squamish and also in Montreal.

On behalf of Council and the Resort Municipality of Whistler, Acting Mayor A. Janyk shared her condolences with the family and friends of Maxim Arsenault following his passing in an avalanche near Haines Junction. After serving in the Canadian Army as a paratrooper, Maxim had lived in Whistler for 12 years and was a professional skier. He was known in particular for his warm personality and boundless enthusiasm for the outdoors. A celebration of life was held for Maxim in Whistler on April 27.

Councillor J. Crompton shared his condolences with friends and family of Lara Cooney who passed away recently of cancer and had a celebration of life yesterday in Squamish.

INFORMATION REPORTS

Planning And Building
Departments Application
Activity Report – 2016
First Quarter
Report No. 16-054
File No. 7006.01

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

That Information Report No.16-054 summarizing the Planning Department and Building Departments application activity for the first quarter of 2016 be received.

CARRIED

Land Use Contract
Termination Process
Report No. 16-055
File No. 7648.02

Moved by Councillor J. Ford
Seconded by Councillor J. Crompton

That Information Report No. 16-055 regarding the Land Use Contract termination process be received.

CARRIED

NOTICE OF PUBLIC OPEN HOUSE

Regarding Bayshores Land Use Contract Termination (LUC00003)

The Resort Municipality of Whistler (RMOW) invites interested members of the public to attend an open house on:

**MONDAY NOVEMBER 25, 2019
FROM 5:00 P.M. TO 7:00 P.M.**

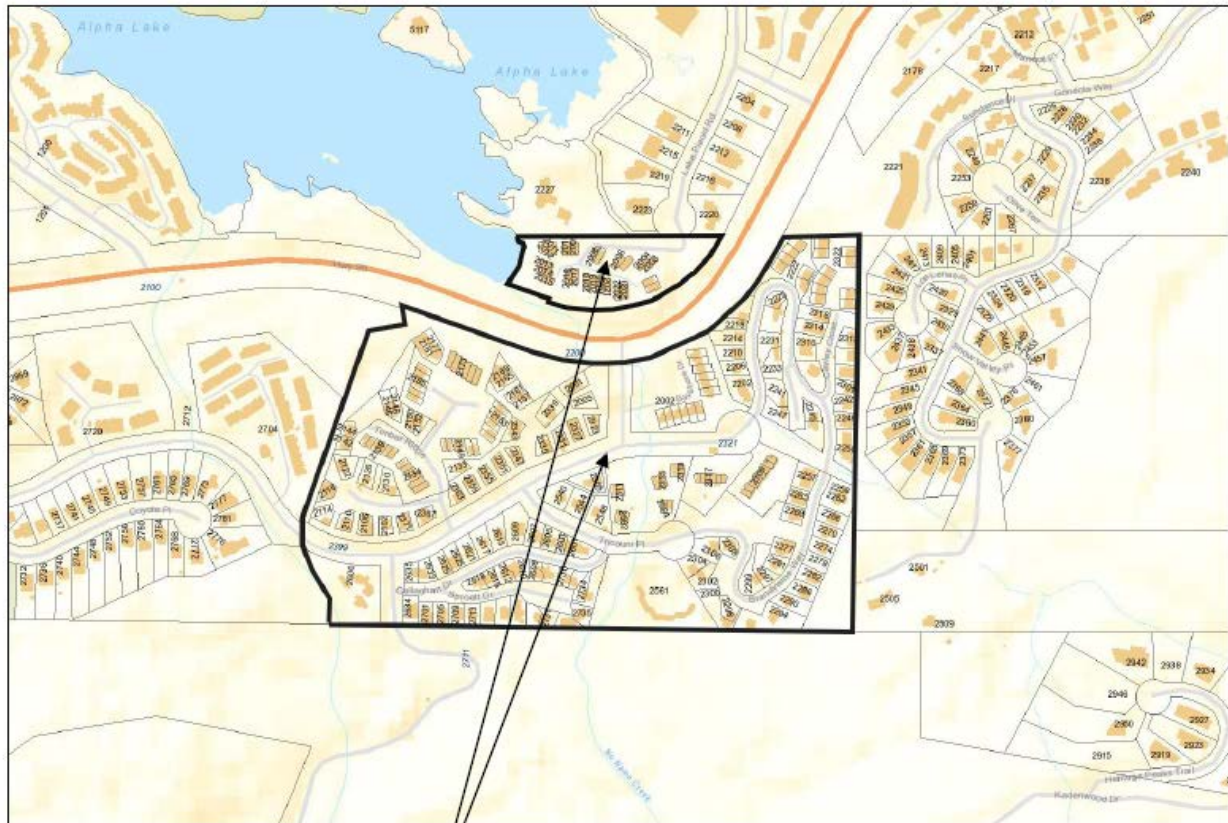
at the Whistler Conference Centre, 4010 Whistler Way (Garibaldi Room).

RMOW Council has authorized staff to prepare the necessary bylaws to zone lands subject to the Bayshores Land Use Contract (LUC) and to terminate the Bayshores LUC pursuant to sections 547 and 548 of the *Local Government Act*.

On September 17, 2019, staff presented Council with a draft of the zone that is being proposed to replace the Bayshores LUC. This draft zone is entitled “RMB Zone – Residential Multiple Bayshores”. The proposed RMB Zone is intended to mirror the regulations established by the LUC, applicable permits, and covenants for each lot within the LUC area. It also applies the general regulations from *Zoning and Parking Bylaw No. 303, 2015*, which provide for auxiliary residential dwelling units and gross floor area exclusions.

The purpose of the open house is to provide information on the proposed RMB Zone for affected property owners. At this meeting, staff will present an overview of the proposed RMB Zone and be available for questions about the draft zone and the LUC termination process. A presentation from RMOW staff will begin at 5:30 p.m.

For more information on the Bayshores LUC Termination and the opportunity to provide written comments on the draft RMB Zone, visit www.whistler.ca/landusecontracts or contact the Planning Department at 604-935-8170.



Subject properties

**RESORT MUNICIPALITY OF WHISTLER**

4325 Blackcomb Way TEL 604 932 5535
Whistler, BC Canada V8E 0X5 TF 1 866 932 5535
whistler.ca FAX 604 935 8109

November 8, 2019

Dear Sir or Madam,

Re: Bayshores Land Use Contract Termination (File No. LUC00003)

Provincial legislation automatically terminates all Land Use Contracts (LUCs) in British Columbia on June 30, 2024 and requires municipalities to zone all lands regulated by LUCs by June 30, 2022.

On September 17, 2019, RMOW Council authorized staff to prepare the necessary bylaws to zone lands subject to the Bayshores LUC and to terminate the Bayshores LUC pursuant to sections 547 and 548 of the *Local Government Act*. A map of the properties subject to the Bayshores LUC is included on page 2 of this letter. The Bayshores LUC regulations are registered on the titles of these properties.

On September 17, 2019, staff also presented Council with a draft of the zone that is being proposed to replace the Bayshores LUC. This draft zone is entitled "RMB Zone – Residential Multiple Bayshores" and is attached to this letter for your information. The proposed RMB Zone is intended to mirror the regulations established by the LUC, applicable permits, and covenants for each lot within the LUC area. It also applies the general regulations from *Zoning and Parking Bylaw No. 303, 2015*, which provide for auxiliary residential dwelling units and gross floor area exclusions.

The RMOW will be holding an open house on the proposed RMB Zone for affected property owners. At this open house, staff will present an overview of the proposed RMB Zone and be available for questions about the draft zone and the LUC termination process. This open house will be held on **Monday, November 25, 2019** from 5 p.m. to 7 p.m., with a presentation from RMOW staff beginning at 5:30 p.m. It will take place in the Garibaldi Room in the lower level of the **Whistler Conference Centre** at 4010 Whistler Way, Whistler.

The RMOW is also providing the opportunity for written comments on the draft RMB Zone, which must be received by 4 p.m. on **December 15, 2019**. You may email your comments to planning@whistler.ca or mail them to: Planning Department, Resort Municipality of Whistler, 4325 Blackcomb Way, Whistler, BC, V8E 0X5. **Any written comments received will become publicly available as they will be included in a future Administrative Report to Council.** Your letter will appear with your name in the public Council package, but your personal contact information will be redacted.

After December 15, 2019, staff will consider any comments received. Staff will then make recommendations to Council regarding the Land Use Contract Termination Bylaw for the Bayshores LUC. In accordance with the *Local Government Act*, a Public Hearing will be held on the Land Use Contract Termination Bylaw before Council's final consideration of the bylaw. Notification of the Public Hearing will include notice in the local newspaper and a further mail out to property owners. As part of the Public Hearing process, the public will be able to make oral and written representations to Council.

Additional information about the termination of the Bayshores LUC and other LUCs in Whistler can be found on the project website at www.whistler.ca/landusecontracts.

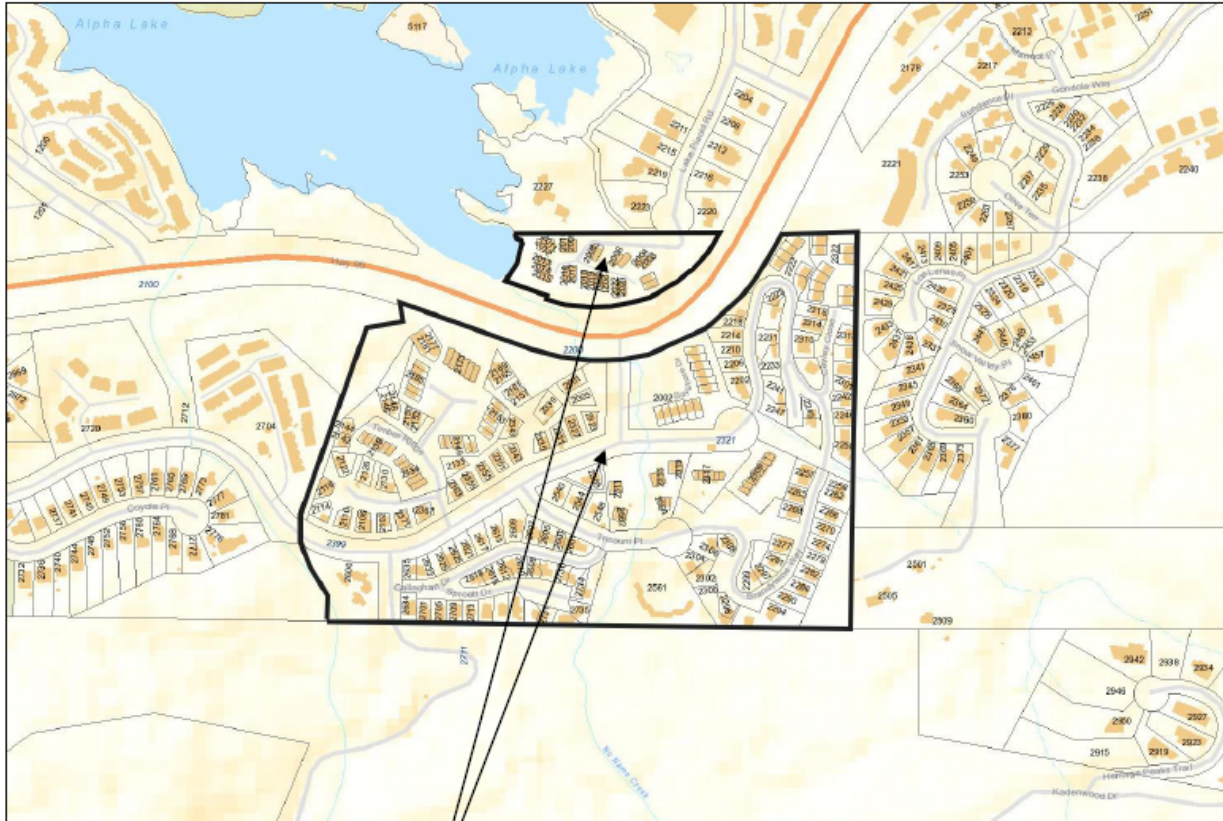
If you have any questions, please contact the Planning Department at 604-935-8170.

Yours sincerely,

Roman Licko
Acting Director of Planning

Encl.

Bayshores LUC Map



Subject properties

DRAFT PROPOSED ZONE TO REPLACE BAYSHORES LAND USE CONTRACT

71. RMB Zone - Residential Multiple Bayshores

Intent

- (1) The intent of this zone is to permit the development of detached, duplex, townhouse and multiple residential dwellings.

Permitted Uses

- (2) The following uses are permitted only at the locations specified in Schedule x *[Amending Bylaw Schedule B]*, and all other uses are prohibited:
 - (a) Detached dwellings
 - (b) Duplex dwellings
 - (c) Townhouses
 - (d) Auxiliary buildings and auxiliary uses
 - (e) Auxiliary residential dwelling unit provided it is contained within a detached dwelling.

Density

- (3) In the RMB zone:
 - (a) the maximum number of detached dwellings is 69;
 - (b) the maximum number of townhouse dwellings is 95;
 - (c) the maximum number of duplex dwellings is 43;
 - (d) and the maximum gross floor area of any dwelling is set out in Schedule x.
- (4) Despite subsection 3, if the actual gross floor area of a townhouse on any site, the construction of which was authorized by a building permit duly authorized by the Municipality exceeded the amount specified in Schedule x, such actual gross floor area shall be deemed to be the maximum permitted gross floor area for the site.

Height

- (5) The maximum permitted height of buildings and structures is as set out in Schedule x.

Setbacks

- (6) The minimum permitted setbacks for each lot into which the Lands will be subdivided or strata titled are as set out in Schedule x.
- (7) Despite subsection 3, if the actual setbacks of a building on any site, the construction of

which was authorized by a building permit duly authorized by the Municipality is less than the distance specified in Schedule x, such setback distance shall be deemed to be the allowable distance for the site.

Off-Street Parking and Loading

- (8) Off-street parking and loading spaces shall be provided and maintained in accordance with the regulations contained in Part 6 of this Bylaw, notwithstanding, parking spaces required in respect of the use of a parcel within a bare land strata may be located on strata roads.

Other Regulations

- (9) Notwithstanding subsection 3(3) of Part 5, the maximum permitted floor area for an auxiliary building is:
 - (a) 70 square metres on a parcel with a detached dwelling; and,
 - (b) 50 square metres on a parcel with a duplex dwelling.
- (10) 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.
- (11) 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.

SCHEDULE X

LAND USE PLAN OF RMB ZONE WITH TABLE OF HEIGHTS, DENSITIES AND SETBACKS

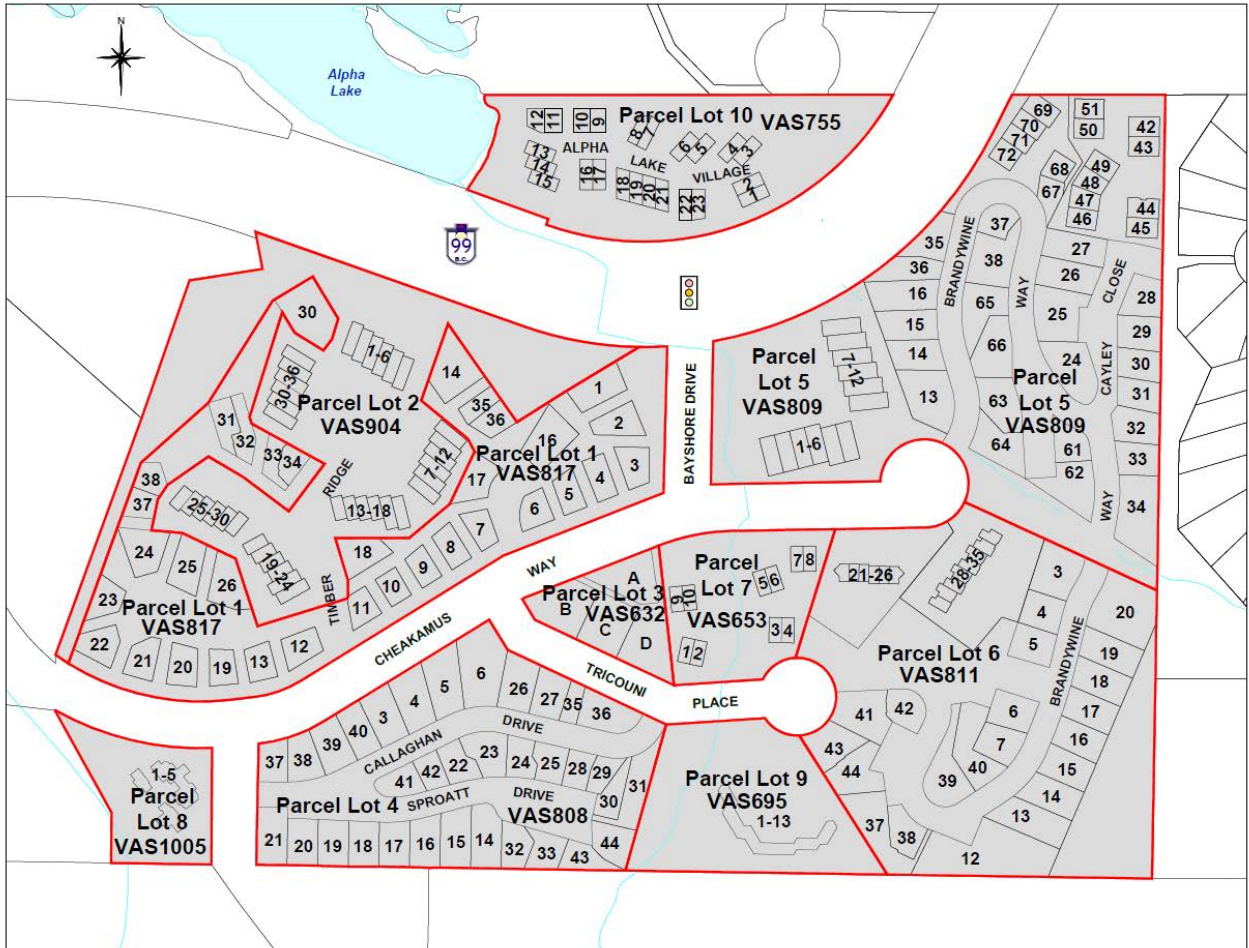


Table of Heights, Densities and Setbacks

Strata Lot	Land Use	Maximum GFA (sq. m)	Setback	Maximum Height
Parcel Lot 1 (Strata Plan VAS 817)				
SL 1 – 13 and 16 - 26	Detached Dwelling	232	0 metres to a strata lot line.	7.6 metres.
SL 14, 30	Duplex	372	0 metres to a strata lot line.	7.6 metres.
SL 31-38	One half duplex dwelling per strata lot	186	0 metres to a strata lot line.	7.6 metres.
Parcel Lot 2 (Strata Plan VAS 904)				
S.L. 1-6	Townhouses	183 per unit	0 metres to a strata lot line.	The maximum permitted height of a townhouse building is 10.7 metres.
SL -7-12	One half duplex dwelling per strata lot	186 per unit	0 metres to a strata lot line.	The maximum height of a duplex building is 7.6 metres.
SL 13-18	One half duplex dwelling per strata lot	186 per unit	0 metres to a strata lot line.	The maximum height of a duplex building is 7.6 metres.
SL 19-24	Townhouses	183 per unit	0 metres to a strata lot line.	The maximum permitted height of a townhouse building is 10.7 metres.

SL 25-30	One half duplex dwelling per strata lot	186 per unit	0 metres to a strata lot line.	The maximum height of a duplex building is 7.6 metres.
SL 31-36	One half duplex dwelling per strata lot	186 per unit	0 metres to a strata lot line.	The maximum height of a duplex building is 7.6 metres.
Parcel Lot 3 (Strata Plan VAS 632)				
Lots A - D	Detached dwelling	232 per detached dwelling	7.6 metres from the front or rear lot line and 3 metres from the side lot line.	7.6 metres.
Parcel Lot 4 (Strata Plan VAS 808)				
SL 3-6, 14-21	Detached Dwelling	232	1. If the average grade sloping upwards from the lot line of any strata lot towards the rear lot line thereof over a distance of a least 7.6 metres is 30% or less, the siting of any building or structure on that strata lot shall be such that no portion thereof is closer than 4.6 metres to the front lot line thereof. If under these circumstances the average grade sloping upwards is greater than 30%, then the front property setback is 3 metres. 2. 3 metres from the side or rear lot lines.	7.6 metres.
SL 22-33, 35-44	One-half duplex dwelling per strata lot	186		7.6 metres.

Strata Lot	Land Use	Maximum GFA (sq. m)	Setback	Maximum Height
Parcel Lot 5 (Strata Plan VAS 809)				
SL 1-12	Townhouses	232	1. If the average grade sloping upwards from the lot line of any strata lot towards the rear lot line thereof over a distance of a least 7.6 metres is 30% or less, the siting of any building or structure on that strata lot shall be such that no portion thereof is closer than 4.6 metres to the front lot line thereof. If under these circumstances the average grade sloping upwards is greater than	10.7 metres.
SL 13-16, 24-34	Detached dwelling	232		7.6 metres.
SL 35-38, 42-45, 50-51, 61-68	One-half duplex dwelling per strata lot	186		7.6 metres.
SL 46-49, 69-72	Townhouses	183		10.7 metres.

			30%, then the front property setback is 3 metres. 2. 3 metres from the side or rear lot lines.	
Parcel Lot 6 (Strata Plan VAS 811)				
SL 3-7, SL 12-20	Detached dwelling	232	1. If the average grade sloping upwards from the lot line of any strata lot towards the rear lot line thereof over a distance of a least 7.6 metres is 30% or less, the siting of any building or structure on that strata lot shall be such that no portion thereof is closer than 4.6 metres to the front lot line thereof. If under these circumstances the average grade sloping upwards is greater than 30%, then the front property setback is 3 metres. 2. 3 metres from the side or rear lot lines.	7.6 metres.
SL 37-44	One-half duplex dwelling per strata lot	186		7.6 metres.
SL 21-26, 28-35	Townhouses	183 per unit		10.7 metres.
Parcel Lot 7 (Strata Plan VAS 653)				
SL 1-10	One-half duplex dwelling per strata lot	186	7.6 metres from the front or rear lot line and 3 metres from a side lot line.	7.6 metres

Strata Lot	Land Use	Maximum GFA (sq. m)	Setback	Maximum Height
Parcel Lot 8 (VAS 1005)				
SL 1-5	Townhouses (5)	1746	7.6 metres from the front, rear or side lot line.	10.7 metres.
Parcel Lot 9 (Strata Plan VAS 695)				
SL 1-13	Townhouses (13)	0.4 Floor Site Ratio	7.6 metres from the front, rear or side lot lines.	10.7 metres.
Parcel Lot 10 (Strata Plan VAS 755)				
SL 1-23	Duplex, Townhouses	0.4 floor site ratio	7.6 metres from the front, rear or side lot lines.	7.6 metres for duplexes; 10. 7 metres for townhouses.

Bayshores Land Use Contract Termination (LUC000003)

Public Open House

November 25, 2019

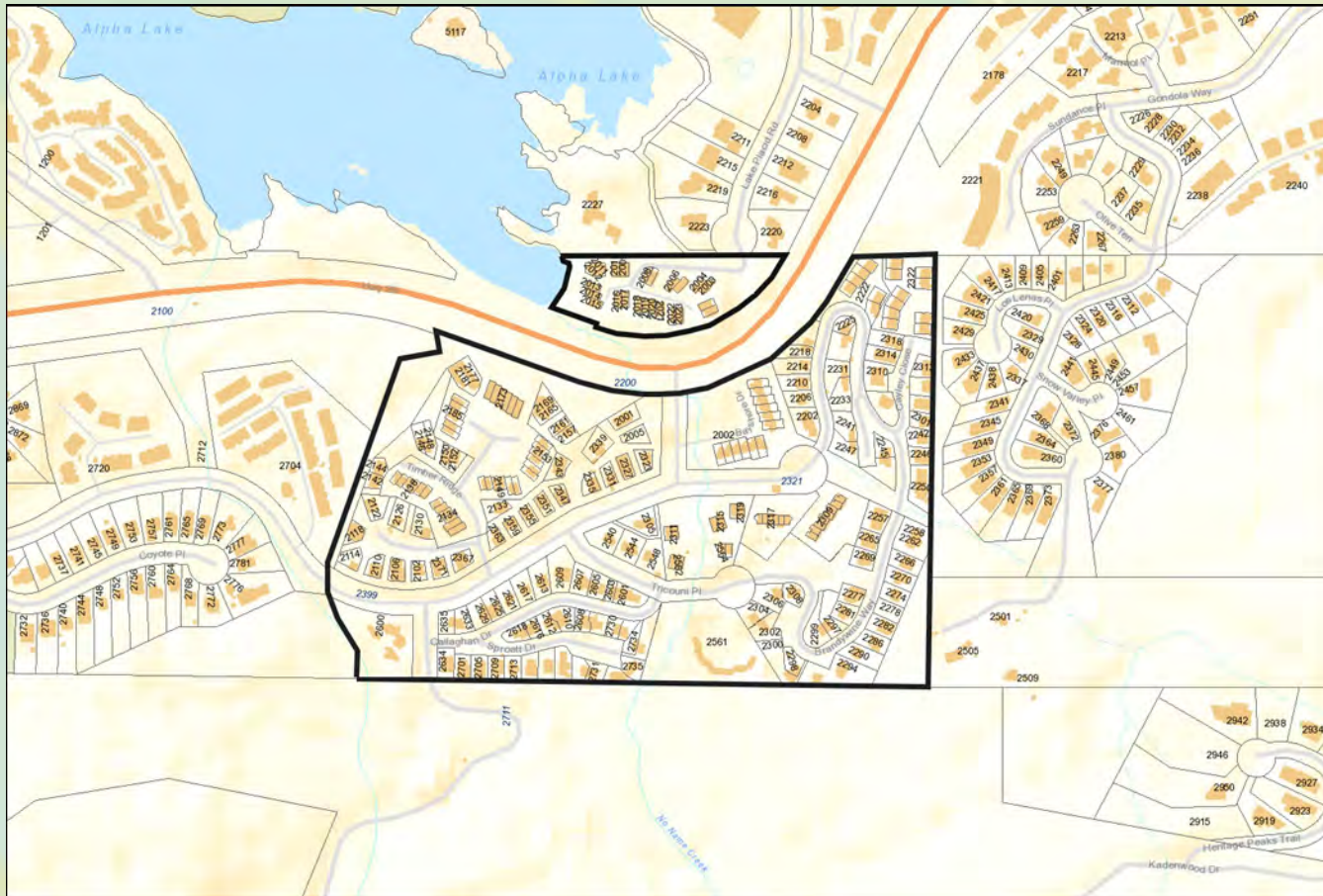
RESORT MUNICIPALITY OF WHISTLER

4325 Blackcomb Way
Whistler, BC Canada V8E 0X5
www.whistler.ca

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



Subject Lands



North

Background – Land Use Contracts (LUCs)

- LUCs existed as a regulatory tool from 1970-1980
- LUCs were used in place of zoning
 - ✓ Contract between Municipality and property owner:
 - Regulate land use, siting, infrastructure, amenities, form and character, etc.
 - Lock in regulations – changes required Municipality and land owner to agree to amendment or termination
- May 2014: *Local Government Act* amended
 - ✓ All LUCs in BC automatically terminate on June 30, 2024
 - ✓ Local governments must have zoning in place by June 30, 2022
 - ✓ Local government initiated termination of LUCs is now possible
- May 3, 2016: RMOW Council Report
 - ✓ Recommended an approach for early termination of Whistler LUCs

Background – *Local Government Act (LGA)*

- Summary of applicable sections:

LGA Subsection	Summary Comment
546	<ul style="list-style-type: none">Allows for LUC amendments by way of Development Permit and/or Development Variance Permit
547	<ul style="list-style-type: none">Requires that all LUCs are terminated by June 30, 2024Requires local governments to adopt zoning by June 30, 2022
548	<ul style="list-style-type: none">Allows for termination of LUCs prior to June 30, 2022 provided that the amending bylaw comes into force one year after adoption
549	<ul style="list-style-type: none">Requires local government to give property owners written notice of LUC termination
550	<ul style="list-style-type: none">States that all LUCs are hereby terminated as of June 30, 2024

Bayshores LUC

- Enacted in April 1978
- Registered on affected property titles as F80566
- Clause IV refers to Zoning Bylaw 9 (in effect at the time) for development standards (e.g. setbacks, height)
- Laid out servicing, subdivision and density provisions to:
 - ✓ Divide the eastern portion of District Lot 3556 into 12 parcels
 - ✓ Accommodate 250 single family, duplex and multiple residential units
- The 12 parcels were later stratified and developed through the historically applicable development permit and building permit processes into 10 separate strata plans
- RMOW intends to terminate Bayshores LUC in 2020; zoning will apply in 2021

Proposed RMB Zone

- New comprehensive zone: RMB Zone – Residential Multiple Bayshores
 - ✓ Intended to mirror the regulations established by the LUC, applicable permits, and covenants for each lot
- Considerations:
 - ✓ Auxiliary residential dwelling units (ARDUs) are not considered under the LUC
 - Proposed RMB Zone would allow for ARDUs in detached dwellings
 - Consistent with other existing residential zones in the current Zoning Bylaw
 - Provides additional housing opportunities
 - Associated ARDU density must be within the existing permitted maximum density for the parcel
 - ✓ In consideration of potential historical inconsistencies, the new zone contains language that recognizes existing density or setbacks with proof of a building permit

Proposed RMB Zone – Additional Considerations

- Applicability of the General Regulations in the current Zoning Bylaw:
 - ✓ Excluded Gross Floor Area:
 - Adoption of the proposed zoning will result in detached and duplex dwellings in Bayshores becoming eligible for gross floor area exclusions as per the current Zoning Bylaw
 - This is consistent with all other properties within RMOW boundaries that are regulated by the current Zoning Bylaw
 - ✓ Calculation of Height:
 - Method of calculation of height will change to be consistent with other zoned residential properties within RMOW boundaries

Project Principles

- Four principles were presented to Council on May 3, 2016
- This table shows how these principles have been applied to the Bayshores LUC termination

Principles	Comments
Adherence to legislation	<ul style="list-style-type: none">• The new regulations have been drafted in accordance with the requirements of the applicable legislation.
Public engagement	<ul style="list-style-type: none">• RMOW is conducting this public open house and accepting written comments before bringing the Land Use Contract Termination Bylaw forward for first and second readings.• A Public Hearing will be held on the Land Use Contract Termination Bylaw before Council's final consideration of the bylaw.
Alignment of regulations	<ul style="list-style-type: none">• The proposed zoning mirrors the rules in the Bayshores LUC, permits and covenants.• The proposed zoning aligns with existing development in the neighbourhood.
Consistent and equitable approach	<ul style="list-style-type: none">• No RMOW fees will be charged to property owners for this termination.• This is the third LUC to be terminated and similar processes have and will be followed.

Next Steps

- Opportunity for written comments on the draft RMB Zone
 - ✓ Must be received by 4 p.m. on December 15, 2019
- Staff will provide the public comments to Council prior to further consideration of the Land Use Contract Termination Bylaw
- A Public Hearing on the Land Use Contract Termination Bylaw will be held before Council's final consideration
 - ✓ Notification of the Public Hearing will include notice in the local newspaper and a further mail out to property owners
 - ✓ As part of the Public Hearing process, affected members of the public may make oral and written representations to Council
- Should Council adopt the bylaw, written notification will be sent to property owners
 - ✓ This notice must state the date of LUC termination and advise the owner of their right to apply to the Board of Variance for a delay of early termination
 - ✓ The LUC will be terminated and the zoning will take effect one year after the adoption of the Land Use Contract Termination Bylaw



THANK YOU

December 13, 2019

Murray A. Braaten
Direct +1 604 801 7322
murray.braaten@gowlingwlg.com

Roman Licko
Acting Director of Planning
Resort Municipality of Whistler
4325 Blackcomb Way
Whistler, BC V8E 0X5

Dear Mr. Licko:

Re: Bayshores Land Use Contract (LUC00003) Termination and Strata Plan VR695

We are the solicitors for Strata Corporation No. VR695. We write to you on behalf of the owners of strata units within Strata Plan VR695 (the "**Strata Lots**"). The property located at 2561 Tricouni Place, Whistler, B.C. known as The Seasons ("**The Seasons**") includes a fractional ownership component and individual strata lots that include tourist accommodation and nightly rentals.

The Seasons is governed by a land use contract dated April 10, 1977 (the "**LUC**"). Pursuant to the LUC, The Seasons included nightly rentals, a fractional ownership shared use development and tourist accommodation since 1980. A lease was registered in the Land Title Office under title under number H17073 on March 19, 1980, which established the fractional ownership arrangement (the "**Lease**"). A copy of the Lease is attached for your reference. Subleases (the "**Subleases**") were registered in the Land Title Office establishing the interests of each of the owners in the fractional component (the "**Owners**").

The Seasons has operated as tourist accommodation, nightly rentals and a fractional ownership arrangement since 1980. The proposed zoning RMB Zone – Residential Multiple Bayshores does not permit this pre-existing use.

We write on behalf of the Owners to request that the proposed zoning RMB Zone – Residential Multiple Bayshores be amended to allow the continued current use of The Seasons.



Thank you for your consideration. Please do not hesitate to contact us if you require further information.

Sincerely,

Gowling WLG (Canada) LLP

A handwritten signature in dark ink, appearing to read "Murray A. Braaten", written over the printed name.

Murray A. Braaten

MAB:j

2

MAR 19 12 43 G 80

LAND TITLE ACT

H 17073 17073

LAND TITLE ACT

Form 17
(Sections 151, 152(1), 220)

H 9382.4

To

APPLICATION

H 9394.4

NATURE OF INTEREST:

(1) Fee-simple ☐

Market Value:

(2) Charge ☒

True Value: **NOMINAL** (10%)

LEASE
.....
(Nature of Charge)

(3) Cancellation of charge ☐

.....
(Nature and number of charge cancelled)

HEREWITH FEES OF \$. **10.00**

As to (1) and (2) ADDRESS of person entitled to be registered as owner, if difference than shown in instrument

As to (3) FULL NAME of person entitled to cancellation who or on whose behalf the application is made

Legal description, if not shown in instrument being submitted with this application

Full name, address telephone number of person presenting application.
OWEN, BIRD, Barristers & Solicitors, 28th Floor, 595 Burrard Street, Vancouver, British Columbia, 688 0401.

THE SEASONS RESORTS LTD.
INCORP. NO 199720
INC. DATE - NOV. 7, 1979
GAR. REF. - NOV. 29/79 PAGE 1964

Francis She
.....
(Signature of applicant, or
authorized agent)

4/110 ✓

17073

LAND TITLE ACT
FORM 1 (SECTION 281)
MEMORANDUM OF REGISTRATION
REGISTERED

on application received on the
day and at the time written hereon,
D. H. STURCH, REGISTRAR
VANCOUVER LAND TITLE OFFICE

THIS INDENTURE made as of the 19th day of FEBRUARY, 1980
IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"
BETWEEN:

§ RIVERINA DEVELOPMENT CORPORATION, a duly incorporated company under
the laws of the Province of British Columbia, and having its
registered office at 2800 - 595 Burrard Street, in the City of
Vancouver, in the Province of British Columbia;
(hereinafter called the "LESSOR")
OF THE FIRST PART

AND:

CARD § THE SEASONS RESORTS LTD., a duly incorporated company under
the laws of the Province of British Columbia, and having its
registered office at 2800-595 Burrard Street, in the City of
Vancouver, in the Province of British Columbia;
(hereinafter called the "LESSEE")
OF THE SECOND PART

WITNESSETH, the said Lessor doth demise unto the said Lessee, his successors and
assigns ALL AND SINGULAR that certain parcel or tract of land and premises
situate, lying and being in the Resort Municipality of Whistler, in the Province
of British Columbia and more particularly known and described as:

Strata Lots 1 to 13 inclusive
District Lot 3556
Strata Plan VR695
together with an interest in the common property in proportion to the unit
entitlement of the Strata Lots as shown on Form 1.

TOGETHER with all buildings thereon erected, or hereafter during the term hereby
granted, to be erected, and also with all ways, paths, passages, waters, water
courses, privileges, advantages and appurtenances whatsoever to the said
premises belonging or otherwise appertaining, and together with all appliances,
furniture, furnishings and household goods located on the strata lots.

FOR the term of NINETY-NINE (99) YEARS, from the Nineteenth day of FEBRUARY,
1980 to and including the NINETEENTH day of FEBRUARY, 2079, yielding therefor
during the said term the rent of TEN (\$10.00) DOLLARS of lawful money of Canada,
payable on the following days and times, that is to say:-

The full rent for the said term is due and payable on the execution and
registration of this Indenture.

1. That the said Lessee covenants with the said Lessor to pay rent; and to
pay taxes; and to pay rates for water, electric light, gas and telephone and to
pay taxes and common expenses and any other costs levied against the said
premises pursuant to the Strata Titles Act.

LAND TITLE ACT
FORM 1 (SECTION 281)
MEMORANDUM OF REGISTRATION
REGISTERED

408 \$010.00

on application received on the
day and at the time written hereon,
D. H. STURCH, REGISTRAR
VANCOUVER LAND TITLE OFFICE

VANCOUVER
"P.O." "B.C.C."
"NOT PUBLIC"

AND to repair; and to keep up fences; and not to cut down timber;

AND the said Lessor may enter and view state of repair, and that the said Lessee will repair according to notice.

AND that he will leave premises in good repair; and that he will comply with the provisions of the Strata Titles Act and the amendments thereto and the Strata Corporation By-Laws and amendments thereto.

AND that he will not carry on any business that shall be deemed a nuisance on the premises.

PROVISO for re-entry by the said Lessor on non-payment of rent, or non-performance of covenants but without prejudice to the rights of any sublessees.

PROVISO for re-entry on seizure or forfeiture of the said term but without prejudice to the rights of any sublessees.

THE said Lessor covenants with the said Lessee for quiet enjoyment.

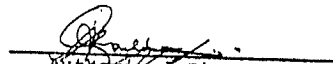
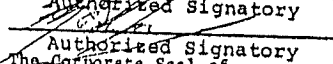
AND ALSO that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the Lessee, or if the Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent, shall take the benefit of any act that may be in force for bankrupt or insolvent debtors and the said term shall immediately become forfeited and void.

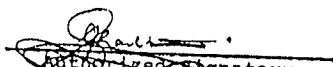
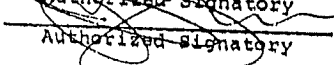
PROVIDED and it is hereby agreed by and between the parties hereto that if the said Lessee shall hold over after the expiration of the term hereby granted and the Lessor shall accept rent, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month.

WHEREVER the singular and the masculine are used throughout this Indenture, the same shall be construed as meaning the plural or the feminine, or body corporate or politic; also the successors and assigns of the respective parties hereto and each of them, (where the context or the parties so require).

IN WITNESS WHEREOF the said parties have hereunto affixed their corporate seals in the presence of their duly authorized officers as of the day and year first above written.

The Corporate Seal of
RIVERINA DEVELOPMENT CORPORATION
was hereunto affixed in the presence of:


Authorized Signatory

Authorized Signatory
The Corporate Seal of
THE SEASONS RESORTS LTD. was
hereunto affixed in the presence of:


Authorized Signatory

Authorized Signatory

LAND TITLE ACT
FORM 9
(Sections 43 (a) and 44 (a))
AFFIDAVIT OF WITNESS

17073

I, of
British Columbia, make oath and say:
1. I was present and saw this instrument duly signed and executed by
....., the party(ies) to it, for the purposes named in it.
2. The instrument was executed at
3. I know the party(ies), who is(are) 19 years old or more,
4. I am the subscribing witness to the instrument and am 16 years old or more,
Sworn before me at day
in British Columbia, this day
of 19

*Write name and qualifications under section 48, e.g., A Commissioner for Taking Affidavits for British Columbia.
NOTE—This affidavit must be sworn by a witness who is not a party to the instrument.

LAND TITLE ACT
FORM 3
(Sections 43 (b) and 44 (b))
CERTIFICATE OF ACKNOWLEDGMENT OF TRANSFEROR

I certify that on the day of 19 at in the of
.....
*(Whose identity has been proved by the evidence on oath of
(State full name, address, and occupation) who is) personally known to me,
appeared before me and acknowledged to me that he/she/they is(are) the person(s) mentioned in this
instrument as a transferor (or attorney of a transferor) that his/her/their name(s) is(are) subscribed to it, that
he/she/they know(s) the contents of the instrument and executed it voluntarily, and is(are) of the age of 19
years or more.
In testimony of which I set my hand and seal of office at
this day of 19

*Where the person making the acknowledgment is personally known to the officer taking it, strike out the words in brackets.
†Write name and qualifications under section 48, e.g., A Commissioner for Taking Affidavits for British Columbia.

LAND TITLE ACT
FORM 6
(Section 46)
PROOF OF EXECUTION BY CORPORATION

I certify that on the 19th day of February, 19 80, at Vancouver
in British Columbia, Graeme John Charlton
*(whose identity has been proved by the evidence on oath of
(State full name, address, and occupation) who is) personally known to me, appeared
before me and acknowledged to me that he/she is the authorized signatory of RIVERINA DEVELOPMENT
CORPORATION
..... and that he/she is the person who subscribed his/her name and affixed
the seal of the corporation to the instrument, that he/she was authorized to subscribe his/her name and affix
the seal to it, (and that the corporation existed at the date the instrument was executed by the corporation.)
In testimony of which I set my hand and seal of office at Vancouver
this 19th day of February, 19 80.

*Where the person making the acknowledgment is personally known to the officer taking it, strike out the words in brackets.
†These words in brackets may be added, if the applicant wishes the registrar to preserve the discretion under section 162 (5) not to
call for further evidence of the existence of the corporation.
‡Write name and qualifications under section 48, e.g., A Commissioner for Taking Affidavits for British Columbia.

Mack Printers & Stationers Ltd.
STA A

Strata Titles Act, 1974

17073

FORM A

CERTIFICATE OF FULL PAYMENT
(Section 7(3))

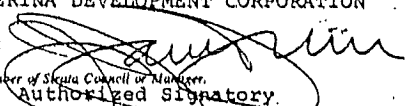
Strata Corporation No. VR695
that no moneys are owing to it in connection with
Strata Lot No. 1 to 13 inclusive
(legal description)
District Lot 3556
Strata Plan VR695

hereby certifies under Section 7(3) of the Strata Titles Act

Dated this 13th day of MARCH 1980

RIVERINA DEVELOPMENT CORPORATION

Per:


Member of Strata Council or Manager

Authorized Signatory

From: Gordon [REDACTED]
Sent: Saturday, June 20, 2020 5:24 PM
To: corporate <corporate@whistler.ca>
Subject: LAND USE CONTRACT TERMINATION: (BAYSHORES) No. 2213, 2020

Gordon Stahl, MD
2037 W 54th Ave, Vancouver, BC V6P 1P6
[REDACTED]

Re: 2561 Tricouni Place, Bayshores.

Dear Mayor and Council Members:

My family has owned a **one-twelfth share of Unit 4, 2561 Tricouni Place**, AKA the Seasons at Whistler since 1993. Other owners have occupied it even longer. We have a deed for this one-twelfth ownership registered with the BC Land Titles Office and receive property assessments and tax bills annually.

The complex is a 13-unit development dating back to 1980. We twelve registered owners have occupied Unit 4, as have 12 owners for each of the other 5 fractionally-owned townhouses, 1 week in 12, for many decades. When we haven't used it, we have traded it for other condos in the U.S. and abroad using Interval International. No money has changed hands in these trades.

Our kids grew up spending one week each season in Whistler. They learned to ski, bike, and rollerblade from this condo. We had summer barbecues and winter hikes. They think of this as "our Whistler cabin" and want to return for many years to come. For us, it is an affordable alternative to buying an entire house or condo, and it has worked VERY WELL indeed to give us a chance to enjoy Whistler from our home base every 12 weeks for 27 years. The structure is concrete, well-maintained, and has a long life ahead of it.

I don't know how you plan to zone this property, but please do not alter our ability to occupy, enjoy and trade it every 12 weeks long into the future.

Yours truly,
Gordon Stahl and family



23-June-2020

Resort Municipality of Whistler
4325 Blackcomb Way
Whistler, BC V8E 0X5

Dear Mayor and Council,

Further to a letter submitted to Council by our attorney Mr. Murray Braaten on 13-December-2019, this letter is intended to offer you a history of the Seasons at Whistler, a 13 unit strata property located at 2561 Tricouni Place, Whistler, B.C., in the current Bayshores LUC area, in the hope that it justly directs your zoning of this property to reflect its historical use and the current wishes of its owners.

The Seasons is a mixed ownership property, with strata lots 1 through 6 owned in 1/12th fractions by 72 discrete owners and strata lots 7 through 13 wholly owned by individuals. When the property was originally developed and sold in 1980, it was the intention of the developer, Riverina Corporation, to sell 12 of the 13 strata lots in 1/12th fractions and to retain ownership of the 13th strata lot as a manager's residence. In the economic climate at the time only 72 - 1/12th fractions were sold, all registered on title against strata lots 1 through 6 respectively in sets of 12. Unfortunately at that point the developer went bankrupt and the remaining 7 units were purchased by one individual who later sold them to individual owners thereby establishing a mixed ownership structure that persists to this day.

In order to facilitate the shared use of the fractionally-owned units, a corporation called the Seasons Resorts Ltd. was founded and sub-leases established for strata lots 1 through 6. The sub-leases established a 50 week cycle, securing for each 1/12th fractional owner periodic use of their specific strata lot, 1 week of every 12, four successive cycles, interjected by a 2 week closure once per 50 week cycle for required maintenance. The master and sub-leases are registered with the BC Land Titles Office for each of the 6 fractionally-owned strata lots and the 12 owners of each strata lot are all registered on title. This arrangement of shared ownership and shared, periodic use has worked to the satisfaction of all 72 fractional owners for almost 40 years.

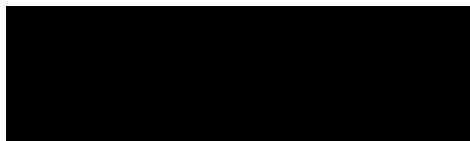
Shortly after initial occupancy of the Seasons a short-term rental program was established and operated by our local property manager on behalf of the owners. Through much of the 80s and 90s this nightly rental program ran on behalf of the fractional and whole owners of all 13 strata lots, renting time in units that owners did not require for their own use. Such rental activity was not precluded or prohibited at the time under the terms of the Land Use Contract or the Municipality. In recent years, we have discontinued the Strata-managed rental program in favour of owners renting their individual wholly-owned property or fractionally-owned designated property-week(s) by other private means. The unique geographic siting, generous parking, exceptional privacy and expansive size of the property ensures that these activities do not in any way negatively impact our neighbours or our owners.



From the beginning the Seasons at Whistler was marketed and sold as being fully integrated in the Interval International timesharing program, which allows both Fractional and Whole owners of the Seasons to trade the use of their allotted weeks for use in a property owned by another owner elsewhere. This trading is not done on an access for money basis; in other words the unit-weeks are not in any way rented, they are merely traded into the Interval International system in exchange for the use of another similar property elsewhere. This timesharing activity has been an important aspect of our ownership at the Seasons for the past 40 years.

In summary, the Seasons at Whistler was established in 1980 as a fractionally *and* wholly owned property, with lease-governed shared use and strata-managed nightly-rental activity, long before the Municipality took any interest in such matters. All our fractional strata unit owners have enjoyed shared-access and all our owners have enjoyed the right to rent their units for almost 40 years and we would appreciate and expect a zoning designation from our Municipality that recognizes that historic, decades-long reality and de facto right of use. We implore you to not substantially change the way we access and use our property by imposing restrictions that did not exist and were not in force for much of the time since our property was built and occupied.

Respectfully yours,



E. Jeff Edwards
Strata Council Co-Chair (volunteer)

2-2561 Tricouni Place
Whistler, BC V8E 0A8

Submitted on behalf of all 79 registered owners of the Seasons at Whistler, Strata Corporation VR695

From: [Bing Gore](#)
To: [corporate](#); [Seasons at Whistler](#)
Subject: LUC submission for meeting June 23 2020
Date: Tuesday, June 23, 2020 2:08:45 PM

from: Dr Bing Q Gore & Mrs Gwen Gore

joint owners of Unit 11

2561 Tricouni Place, Whistler BC

We purchased our unit originally in 1990 & have happily holidayed there regularly with friends & family since: enjoying the skiing, biking, tennis, swimming & enjoying the great outdoors that is Beautiful BC. We have served on Strata Council, volunteered in the community & made friends with other Whistler residents. In 2009, we added the bonus of joining Interval International & have traded our unit for units in Hawaii, Scotland, Italy, France, Germany & Austria, as well as continuing to visit Whistler for the outdoor activities & natural beauty.

We hope that any proposed changes to the LUC, Bayshores will not prevent ourselves & our families from enjoying the use of our property as we always HAVE since 1990.

Thank-you & we will attend the virtual meeting as well

--

This email has been checked for viruses by Avast antivirus software.
<https://www.avast.com/antivirus>

■

From: [Rosemary H.](#)
To: [corporate](#)
Subject: LUC00003 zoning
Date: Tuesday, June 23, 2020 8:07:29 AM

Dear Mayor and Council,

My name is Rosemary Hotell, owner of Unit 8 at [2561 Tricouni Place](#). My husband and I bought our place in 2004. We have used our townhouse for family and friends over the years. My husband was the Strata President for many years. However, he has recently passed away. I would like to be able to continue enjoying Whistler by living part time at the Seasons at Whistler and have the option to be able to use it as well for tourist accommodation.

I would hope that the Seasons at Whistler will be zoned for short and long term tourist accommodaion in order that I don't have to sell. When I myself am not in Whistler I would like to be able to use my dwelling as tourist accommodation for nightly rentals.

Sincerely,

Rosemary Hotell



7755 227 Crescent
Langley BC
V1M 2J8

iPhone

From: Thomas Rafael [REDACTED]
Sent: Tuesday, June 23, 2020 1:23 PM
To: corporate <corporate@whistler.ca>
Subject: Proposed new bylaw (No.2213, 2020) for Bayshores effecting The Seasons at Whistler

To Mayor and Council,

We have been long term Whistler owners of a condo at The Gables which we purchased 1991. We have used that Gables unit continuously when in Whistler. Our children grew up there and they both ultimately taught at Blackcomb Whistler. Whistler has been great for our family.

In the mid 1990s we were told by a real estate agent about the Seasons at Whistler. We were told one could buy 4 weeks, 1 week in each season and trade the 4 weeks through Interval International. The Interval International Catalogue of exchanges was and is impressive. One can trade into 3,200 units in over 80 countries.

At that time our parents were retired and we bought the weeks in about 1995 in order to allow them to trade through Interval International and go on holidays at our expense. We hired a lawyer to assure us of the legality of The Seasons at Whistler, the proposed trading use and then attend to the conveyance. We bought Unit "1A" which entitles us to 4 different weeks each year.

My parents traveled far and wide by trading our weeks in The Seasons at Whistler : Europe, South America, the Caribbean, the US and Asia. They also spent hours browsing the Interval International catalogue searching for their next holiday. They have since passed away.

My wife and I retired shortly after they passed and we began to go on holidays utilizing the trading available through Interval International..the weeks were there as was the opportunity.

We have never rented our weeks for cash and have never received any direct financial benefit whatsoever. In fact we pay Interval International for the right to trade.

Neither my parents nor my wife and I have ever spent a single night at the Season at Whistler. We have our own accommodation elsewhere.

We bought the weeks in The Seasons at Whistler in order to trade them-that's all we have ever done.

We were assured all was legitimate and still believe it to be so. We have paid taxes and other charges to RMOW for over 20 years for our 4 weeks. Our use "trading" has never been an issue and has been continuous for over two decades through two generations. We presently have over 9 weeks committed to Interval International.

The RMOW knew or ought to have known of the use of trading weeks at The Seasons at Whistler and have allowed it. If nothing else there have been regular advertisements and Real Estate agents selling The Seasons at Whistler and the ability to buy and trade weeks. We responded to such an opportunity over 20 years ago.

For the RMOW to consider eliminating our ability to trade our weeks after two decades of openly trading and paying taxes to the RMOW for our 4 weeks seems wrong and unfair.

We would request that any new bylaw grandfather the right to continue to trade weeks. This is *not a request to be able to rent our weeks*, simply a request to continue to trade our weeks as we have done for over 20 years.

Thomas Rafael
Karen Davis
475 Keith Road
West Vancouver, BC
V7T 1L6
[REDACTED]

Todd Shymko
7-2561 Tricouni Pl,
Whistler BC
V8E 0A8
[REDACTED]

June 22nd, 2020

RE: LUC00003 – Land Use Contract Termination Bylaw (Bayshores) NO. 2213, 2020

Dear Mayor and Council,

Thank you for doing such a wonderful job of keeping our town safe during these trying times.

Please allow me to introduce myself, I'm Todd Shymko, owner of Unit #7 at 2561 Tricouni Pl. For those of you who aren't familiar, we're a mixed use concrete building. Approximately half of the units are fractional ownership (12 owners each) and the remaining are whole owners like myself. I've owned my home since 2017 and have really enjoyed not only my Whistler experience but also serving on our own Strata Council. Through this process I have become very familiar with the operational history of our building.

Since 1979, 2561 Tricouni Pl has provided short and longterm Tourist Accommodation to it's owners and guests. It is my understand that the existing LUC as written does not specifically prohibit nor permit this type of activity. However the new proposed Zoning is very specific in its language. Whatever the case, our Strata Corp has been a member of this community for over 40 years and would really appreciate a second look at our circumstances.

The letter sent to Bayshores residents on Nov 8th 2019 stated that the new Zoning would essentially mirror the existing use however it seems our situation has been overlooked. I recognize the difficulty in balancing things accordingly so as to have harmony in a neighbourhood but our building is unique in it's construction and secluded location.

I sincerely request that we be zoned accordingly in order to continue providing legal, short and long term Tourist Accommodation. If not, many families risk losing their Whistler experience.

Thank you for your consideration!

Todd Shymko [REDACTED]