



# WHISTLER

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

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 m<sup>2</sup>. To reflect existing conditions on the ground, the proposed RMB Zone specifies auxiliary building sizes as noted:
  - Auxiliary Buildings associated with detached dwellings: 70 m<sup>2</sup>
  - Auxiliary Buildings associated with duplex dwellings: 50 m<sup>2</sup>
- **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"> <li>a) provides clear and substantial benefits to the community and the resort;</li> <li>b) is supported by the community, in the opinion of Council;</li> <li>c) will not cause unacceptable impacts on the community, resort, or environment; and</li> <li>d) meets all applicable criteria set out in the OCP.</li> </ul>	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"> <li>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.</li> <li>b) The project must be accessible via the local road system.</li> </ul>	<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"> <li>- traffic volumes and patterns on Highway 99;</li> <li>- traffic volumes and patterns on the local road system;</li> <li>- overall patterns of development of the community and resort;</li> <li>- Municipal finance;</li> <li>- views and scenery;</li> <li>- existing community and recreation facilities;</li> <li>- employee housing;</li> <li>- community greenhouse gas emissions; and</li> <li>- heritage resources.</li> </ul> <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.

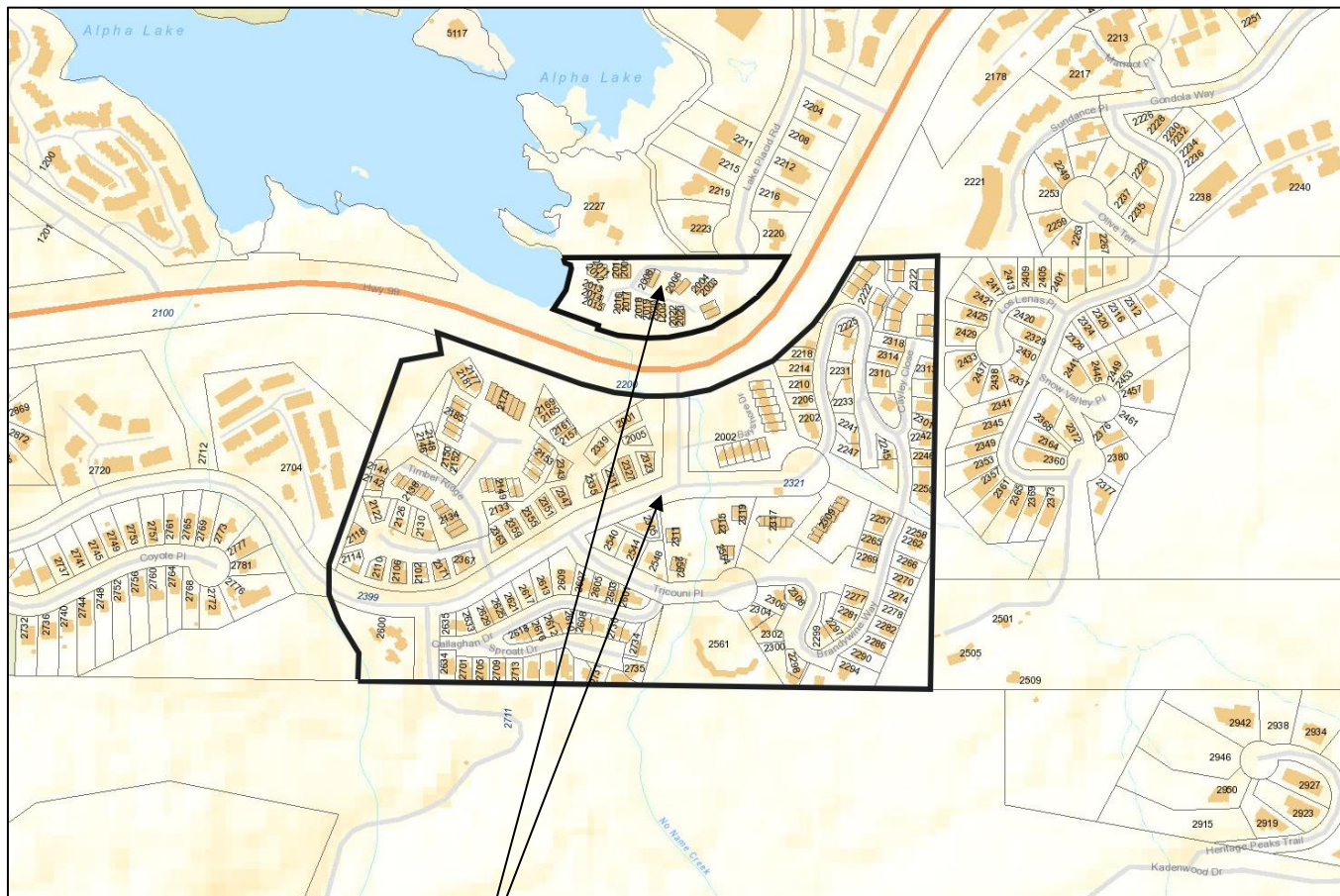
Respectfully submitted,

Brook McCrady  
PLANNING ANALYST

and  
Roman Licko  
PLANNER

for  
Jan Jansen  
GENERAL MANAGER OF RESORT EXPERIENCE

## Appendix A – Subject Property Map



Subject properties





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:

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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 HELD UNDER  
DOCUMENT NUMBER 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

PLAN RETURNED TO HEREIN  
PREPARED AND FILED UNDER  
DOCUMENT NUMBER F80566

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

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



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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 encroachments owing to mistakes in survey.

**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.

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~~ DEVELOPER.

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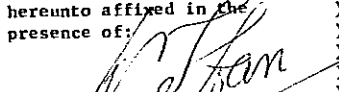
This Agreement was approved by By-law of the Council of  
the Municipality on the <sup>15</sup> day of *APRIL*, 1977.

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

  
MAYOR )

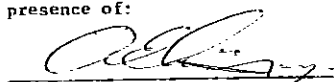
  
MUNICIPAL CLERK )

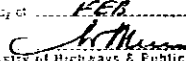
The Corporate Seal of PACIFIC  
LOGGING COMPANY LIMITED was  
hereunto affixed in the  
presence of: )

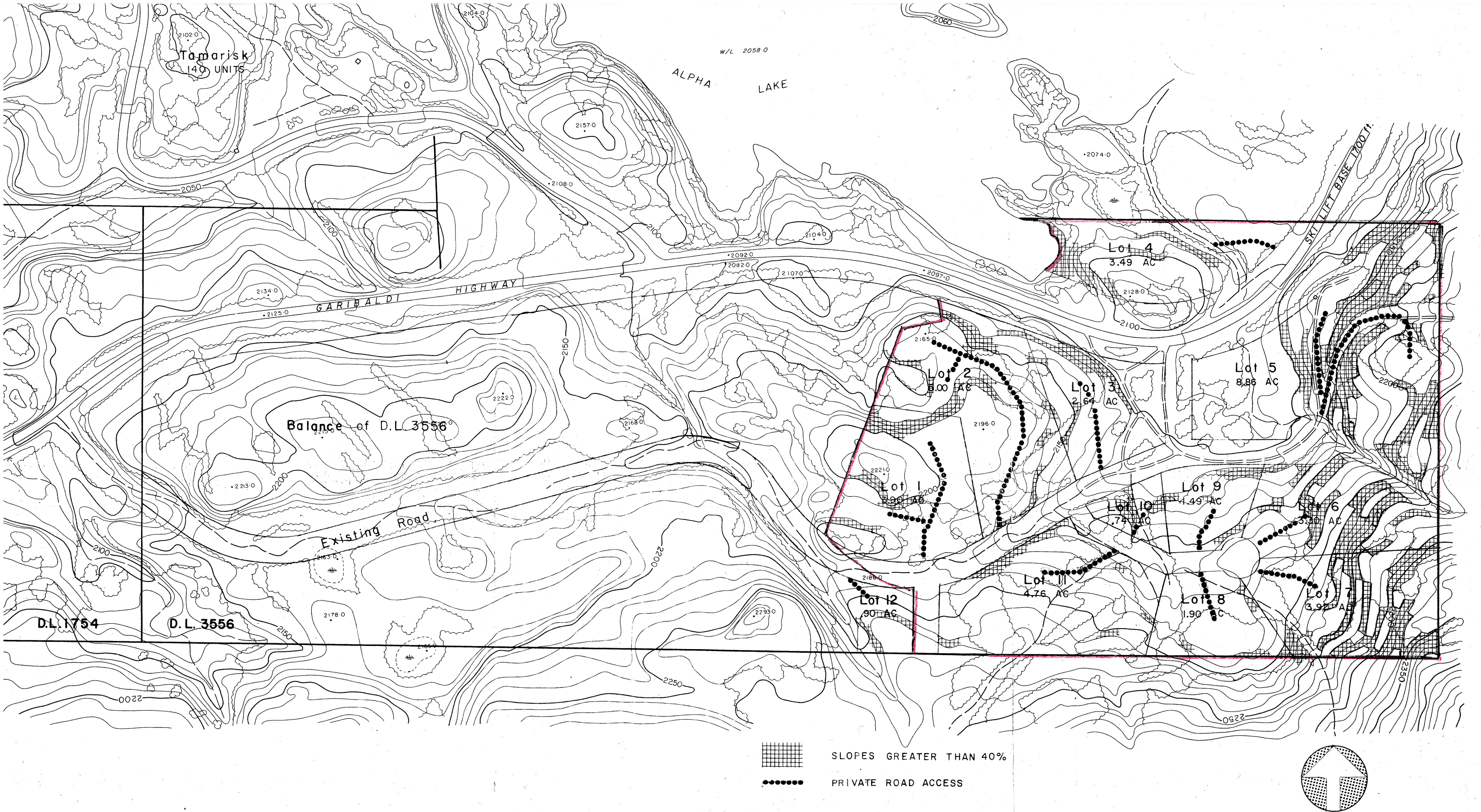
  
PRESIDENT )

  
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



SUBDIVISION PLAN OF  
A PORTION OF D.L. 3556,  
Gp. I, N.W.D.

SCALE: 1 INCH = 200 FEET

PLAN

Deposited in the Land Registry  
Office at \_\_\_\_\_ B.C.  
This \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_

Registrar

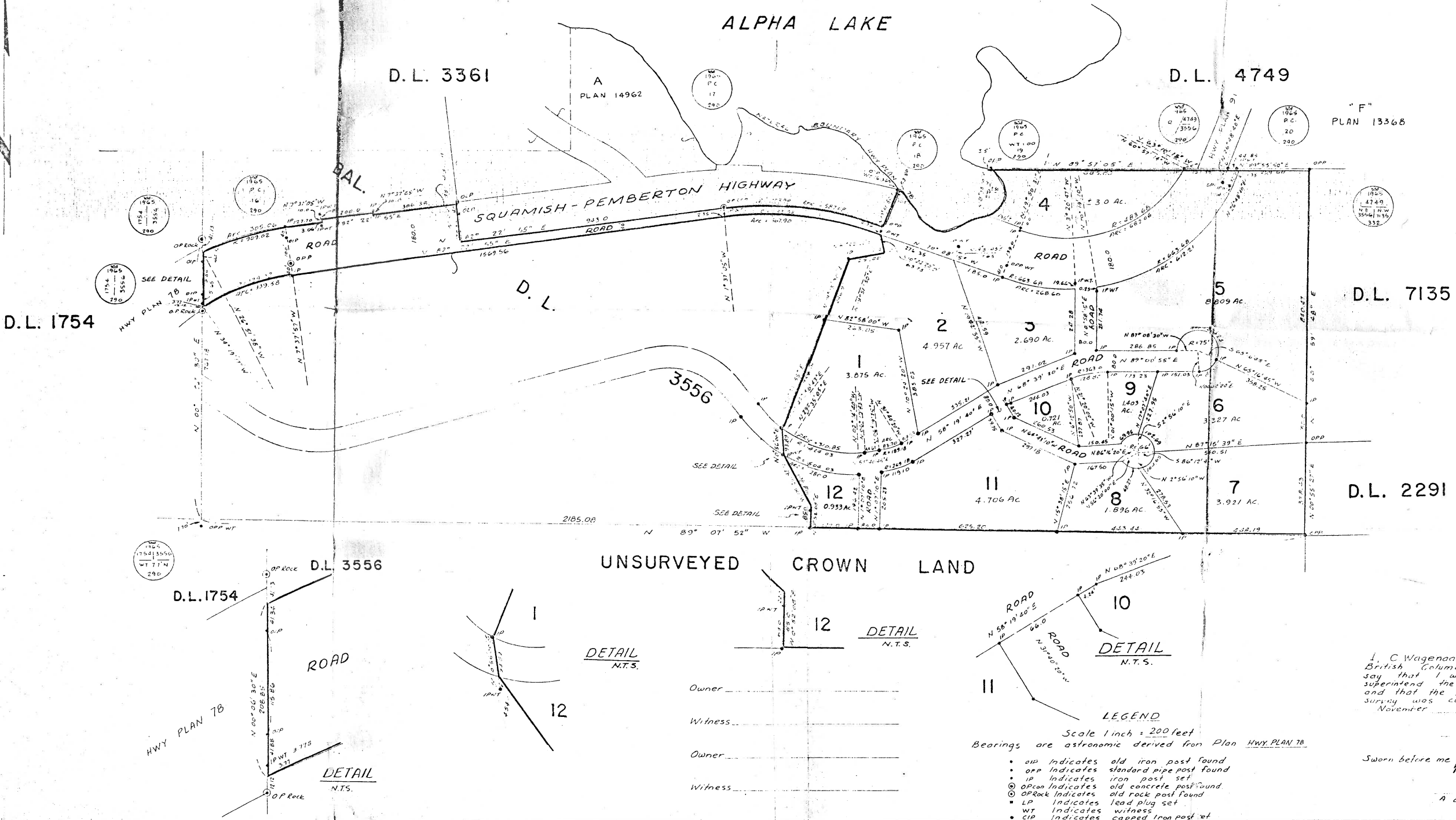
Approved under the Land Registry Act  
This \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_

Approving Officer  
Municipality of \_\_\_\_\_  
Clerk - Treasurer

This plan lies within the  
Squamish-Lillooet  
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 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 3rd day of  
November 1977.

Sworn before me at \_\_\_\_\_ B.C. This 3rd day of NOVEMBER 1977

John A. W. Smedley  
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

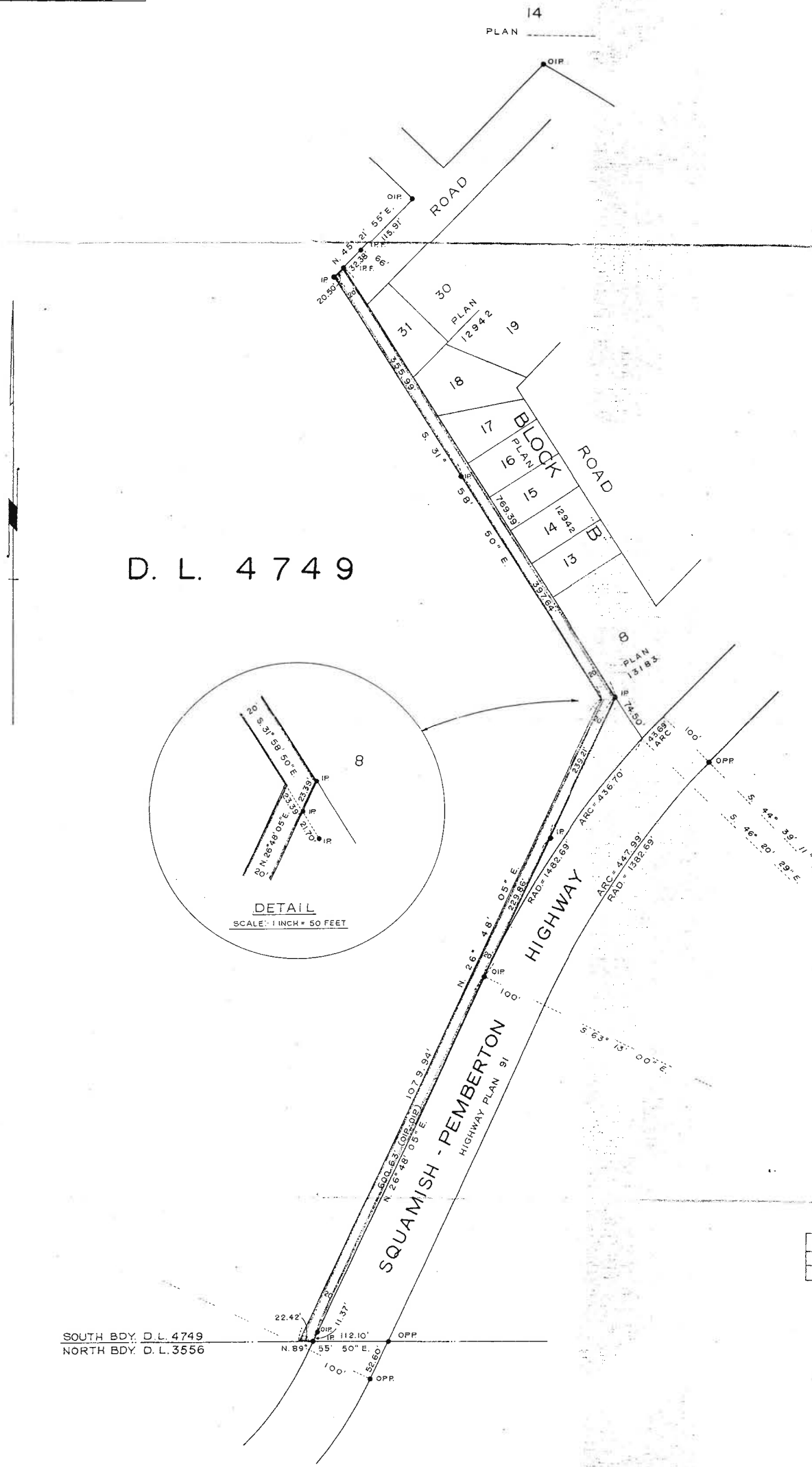
Deposited in the Land Registry Office  
at Vancouver, B.C. on the  
day of , 197

REGISTRAR

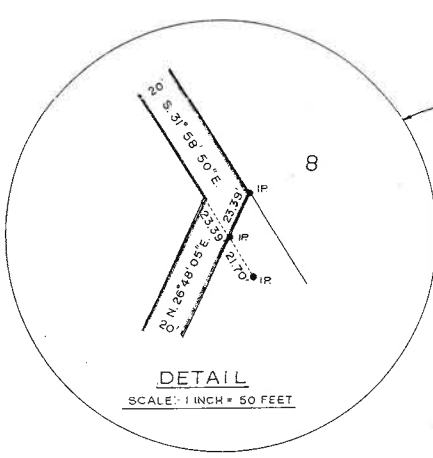
PLAN OF RIGHT-OF-WAY  
OVER A PORTION OF  
D.L. 4749, GP I, N.W.D.

FOR SEWERAGE PURPOSES

SCALE: 1 INCH = 100 FEET



D. L. 4749



DETAIL  
SCALE: 1 INCH = 50 FEET

SOUTH BDY. D.L. 4749  
NORTH BDY. D.L. 3556

D. L. 3556

BOOK OF REFERENCE	
LEGAL DESCRIPTION	AREA
D. L. 4749, GP I, N.W.D.	0.846 AC.

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 1<sup>st</sup> day of September, 1977.

*Brian J. Oke*  
B.C.L.S.

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

*John D. Smith*  
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

HERMON, COTTON & BUNBURY,  
DOMINION & B.C. LAND SURVEYORS  
VANCOUVER & SQUAMISH, B.C.



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 21<sup>ST</sup> 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.

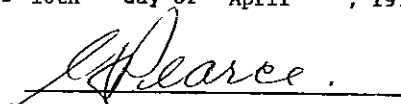
Pursuant to Section 703 of the Municipal Act, a Public Hearing was held on the 2nd day of January, 1978.

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

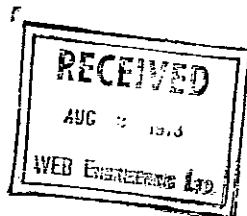
Approved	15	FEB	1978
Approving Officer, Ministry of Highways & Public Works			

# 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

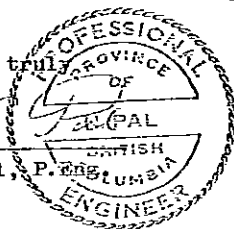
I Nandor Pal, Professional Engineer, certify as follows in connection with the water supply to Part of D.L. 3556 from the Alpha Creek Waterworks System:

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 l. 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~~ **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**

British Columbia, this **23** day of **August**

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**

30<sup>th</sup>

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 **30<sup>th</sup>** 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**

29<sup>th</sup>

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.

**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.



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.

UTILITY CLERK "B"

41186

80566

STATUTORY DECLARATION OF ATTORNEY

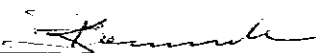
ROBERT C. CHRISTIANSON                      M. BERT McPHEE  
We, ASSISTANT MANAGER CREDIT      and      MANAGER CREDIT

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 22<sup>nd</sup> 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**

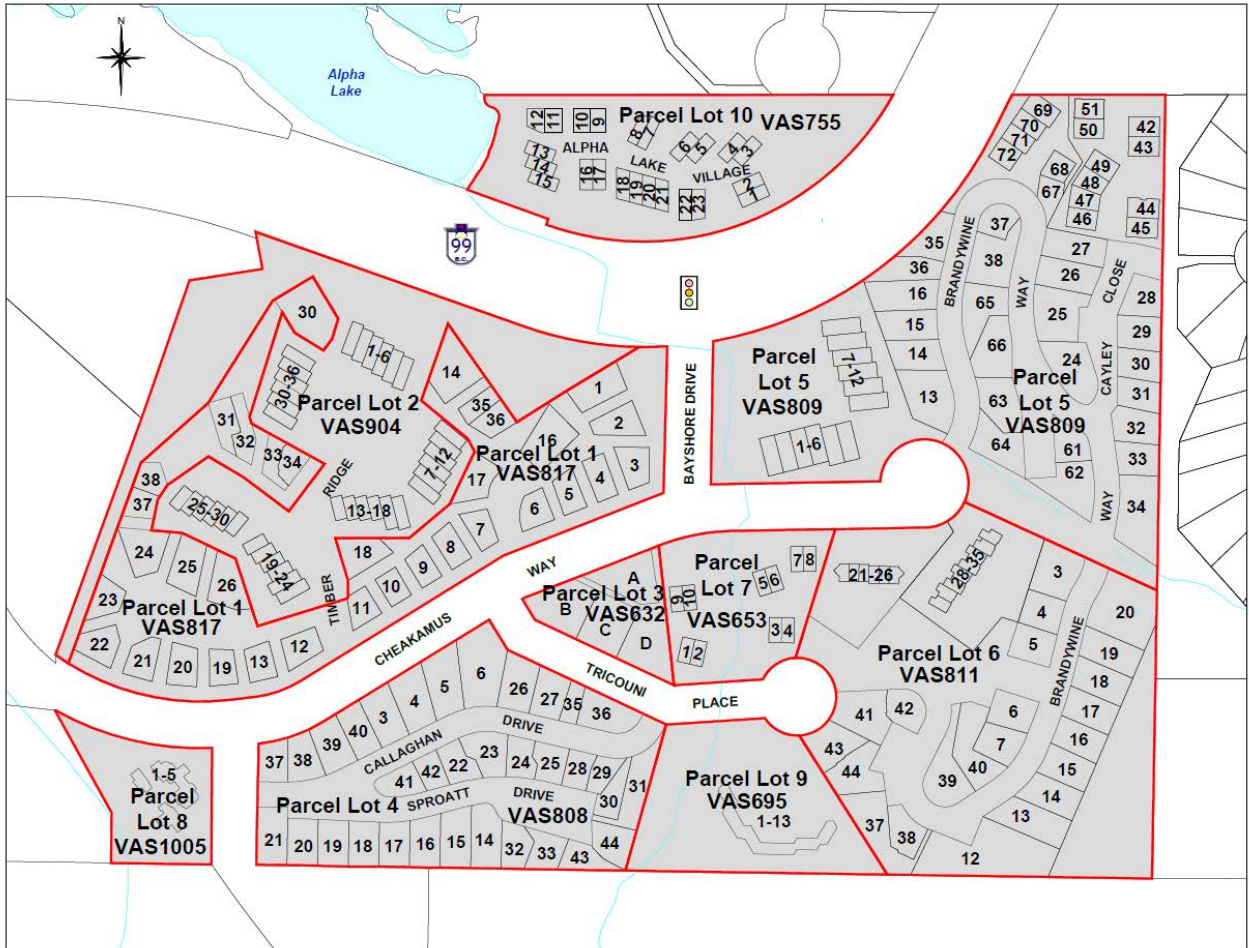
- (8) Off-street parking and loading spaces shall be provided and maintained in accordance with the regulations contained in Part 6 of this Bylaw, notwithstanding, parking spaces required in respect of the use of a parcel within a bare land strata may be located on strata roads.

#### **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**

<b>Strata Lot</b>	<b>Land Use</b>	<b>Maximum GFA (sq. m)</b>	<b>Setback</b>	<b>Maximum Height</b>
<b>Parcel Lot 1 (Strata Plan VAS 817)</b>				
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.
<b>Parcel Lot 2 (Strata Plan VAS 904)</b>				
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.
<b>Parcel Lot 3 (Strata Plan VAS 632)</b>				
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.
<b>Parcel Lot 4 (Strata Plan VAS 808)</b>				
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
<b>Parcel Lot 5 (Strata Plan VAS 809)</b>				
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



<b>Strata Lot</b>	<b>Land Use</b>	<b>Maximum GFA (sq. m)</b>	<b>Setback</b>	<b>Maximum Height</b>
<b>Parcel Lot 8 (VAS 1005)</b>				
SL 1-5	Townhouses (5)	1746	7.6 metres from the front, rear or side lot line.	10.7 metres.
<b>Parcel Lot 9 (Strata Plan VAS 695)</b>				
SL 1-13	Townhouses (13)	0.4 Floor Site Ratio	7.6 metres from the front, rear or side lot lines.	10.7 metres.
<b>Parcel Lot 10 (Strata Plan VAS 755)</b>				
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.