



# PROPERTY OPPORTUNITY NOTICE



**Municipality:** The Corporation of the Township of Langley

**Street Address of Site:** 27200 Block of Fraser Hwy., Langley, BC

**Posted:** April 29 2024

**Submission Deadline:** May 30 2024

## Overview

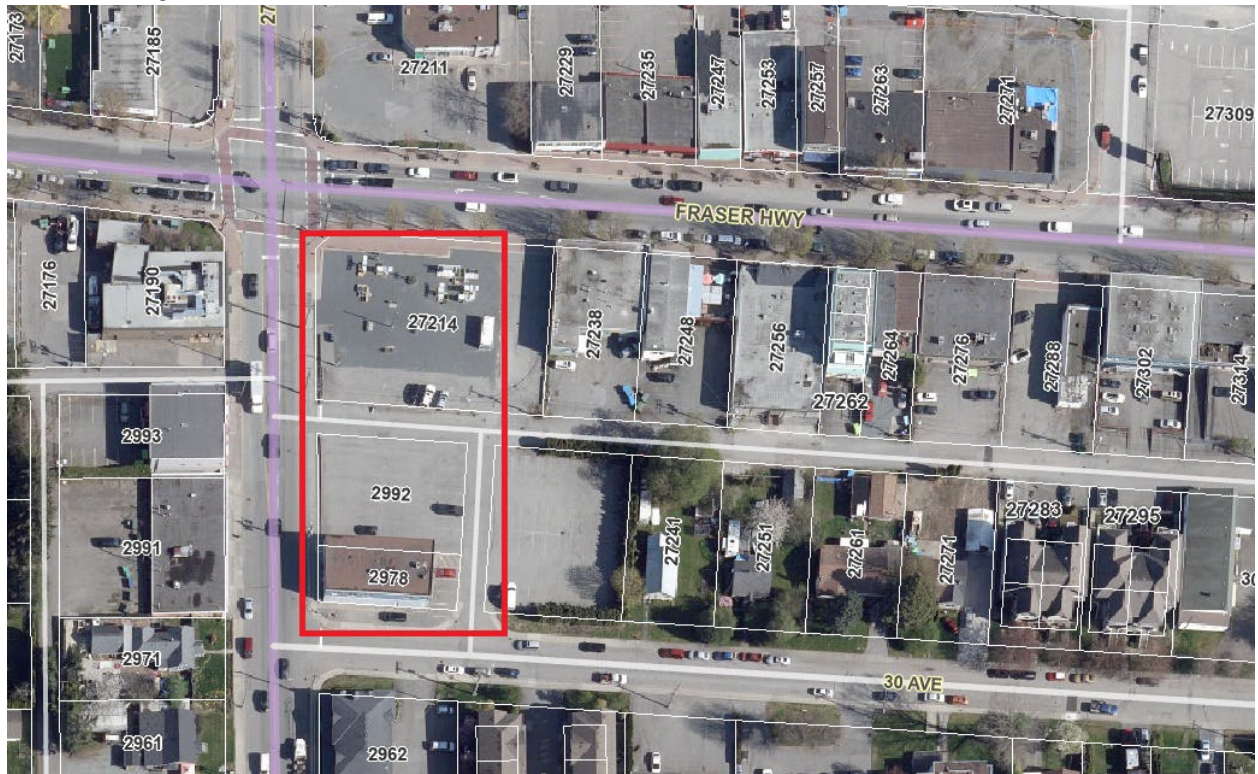
BC Builds is a rental housing program for middle income households. These are households earning a range of \$84,780 and \$131,950 per year for couples with no children for a studio or one-bedroom apartment and \$134,410 to \$191,910 per year for couples with children, needing a 2 or larger bedroom home. The aim of the program is to provide housing for households within these ranges. To help achieve this goal BC Builds can provide:

- Low-cost construction financing for buildings that are owned and operated by for-profit and non-profit developer and First Nations development corporations
- Direct access to CMHC construction financing with up to a 50-year amortization for buildings owned and operated by non-profit and private developers, as approved by CMHC
- Access to low-cost take-out financing with a 35-year amortization for buildings not approved for 50-year amortization.
- Grants of up to \$225,000 per unit for buildings owned and operated by co-operative or non-profit developers and First Nations controlled development corporations, with the goal of having at least 20% of the units at 20% below market rents. Where grants are provided, below market rents will be secured in a range of ways including a forgivable mortgage, housing agreement, section 219 covenant, or operating agreement.

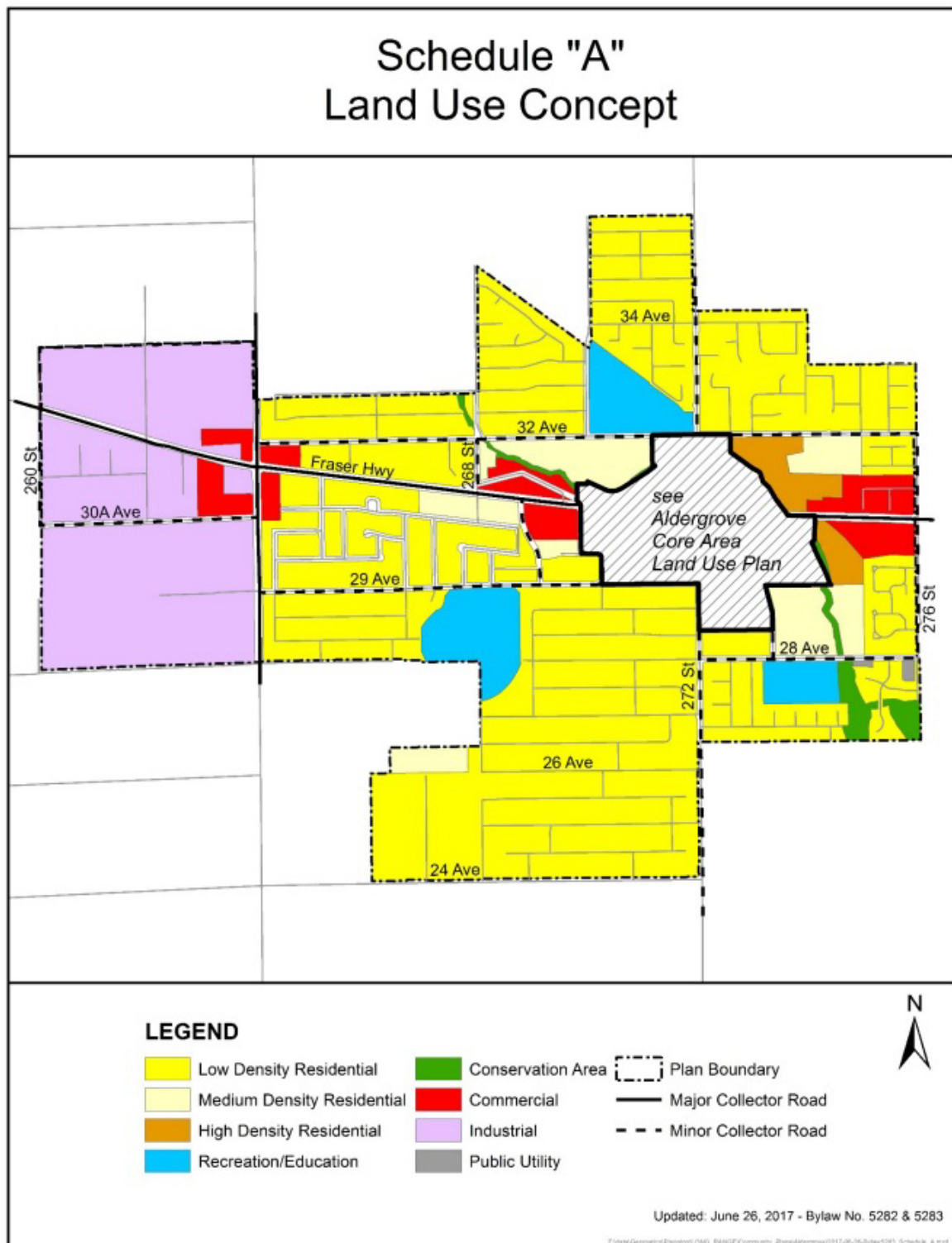
Please refer to the [BC Builds Rental Supply Program Framework](#) for full program details before submitting your proposal.

## Site Context

## Satellite Map



## Plan Map





Parcel Identification (PID)	1. 009-271-457; 2. 011-427-191; 3. 002-238-306; 4. 012-314-951
Registered Owner	The Corporation of the Township of Langley
Civic Address	1. 27214 Fraser Hwy., 2. 2972 – 272 Street, 3. 2978 – 272 Street, 4. Lot 14 – 30 Ave., Langley, BC
Lot Area (Size)	1.2 acres total
Lot Frontage	48.8m (north PL); 297.3m (west PL); 70.6m (south PL)
Site Servicing	Sanitary and storm sewer; municipal water
Links to relevant planning policies (OCP, Local Area Plan, other relevant documents)	<a href="#">OCP</a> <a href="#">Aldergrove CP</a>

## Property Details

Please enter N/A for fields that don't apply to your site.

Zoning	CD-192 – Comprehensive Development
Permitted Use Within Zoning	<ul style="list-style-type: none"> <li>• Accessory buildings and uses</li> <li>• Accessory home occupations subject to Section 104.3 of the Zoning Bylaw (see below)</li> <li>• Apartments</li> <li>• Commercial uses subject to Section 1092.3</li> <li>• Licensee retail store subject to Section 1092.3</li> <li>• Group children's day care subject to Section 1092.3</li> </ul>
Permitted Height and Density	<p>Not to exceed 3.0 FSR</p> <p>Not to exceed six storeys plus a rooftop enclosure to access rooftop amenity</p>

Applicable Development Permit Controls	<ul style="list-style-type: none"> <li>Zoning Bylaw Sec. 104.3 (<a href="#">Zoning Bylaw</a>)</li> </ul>
Current Use	Vacant
Surrounding Use	Commercial, multi-family and single-family
Environmental features (stream, creek, grades, soils etc)	N/A
Any easements or restrictive covenants on title	<ol style="list-style-type: none"> <li>Covenant AC185999; Covenant AC186000; Covenant CB1117779;</li> <li>Covenant CB1117779</li> <li>Covenant CB111779</li> <li>Covenant CB1117779</li> </ol>
Community engagement requirements or expectations	Complete
Amenity/Bonusing Requirements	N/A
Sustainability/Energy Requirements (for anything beyond BC Building Code)	N/A
Accessibility Requirements (for anything beyond BC Building Code)	N/A

## Applicant Type

Please indicate which of these apply to your site. **Please check all that apply:**

- ☐ Seeking a developer **and also** a housing owner/operator and willing to enter into a long-term lease (60 – 99 years) with successful proponent with a land cost of \$0.

- ☐ Seeking a developer **and also** a housing owner/operator and willing to dispose of land to successful proponent at \$0.
- ☒ Seeking **only** a developer/builder to provide a turn-key building to an operator you've preselected.
- ☐ Owner/operator **must be** a non-profit society, co-op or First Nations development corporation.
- ☐ Owner/operator **must be** a private developer.
- ☐ Owner/operator can be either a non-profit society, co-op or First Nations development corporation or a private developer.

## Building Owner/Operator

TOWNSHIP OF LANGLEY HOUSING TRUST SOCIETY

## Additional Property Information

*Please insert here or create **one** Appendix with any additional information (photos, maps, relevant links, any site due diligence that has been completed, any additional financial contribution to the project you may be making in addition to provision of land etc) that you would like to include about your site that will assist applicants in preparing their submissions.*

## Eligibility and Evaluation Criteria

### General information

- Successful projects must break ground within 12 -18 months (depending on the complexity of the project) of the successful proponent receiving a Conditional Land Contribution Letter following the completion of the evaluation period.
- The land must be used to create new housing for middle income families as defined in the [BC Builds Rental Supply Program Framework](#).
- Eligible projects must be primarily residential but can include ground floor commercial and/or community uses and/or childcare with the non-residential components not to exceed 30% of floor area or cost.
- Land will be leased at nominal value by the landowner to the successful applicant on 60- to 99-year basis or disposed of at nominal value. Please see individual Property Opportunity Notices for details.

## Equity requirements

*“Equity” for the purposes of this application is defined as the financial contribution that an applicant is making to the project.*

Proposals from private market developers that provide more below market units at a greater percentage below market will be given priority. To achieve this, an equity contribution will likely be required from private developers. Sites seeking a developer/builder only to provide development management services for a turnkey building to a non-profit, co-op or municipal/regional housing corporation are exempt from this equity requirement.

For non-profit and co-operative developers and First Nations controlled development corporations intending to own and operate buildings, there is no equity contribution required during the proposal submission process. However, these proponents are eligible to access capital grants of up to \$225,000 per unit. Applicants may bring additional equity or equity partners to the proposal to increase affordability. Proposals from non-profits, co-operatives and First Nations development corporation that require a lower grant per unit amount while still achieving at least 20% of the units at at least 20% below market will be given priority.

## Eligibility Criteria

All proposals will be assessed first to determine qualification based on these eligibility criteria. Proposals that qualify will then be assessed according to the evaluation criteria below.

### Eligible Applicant

Applicant must:

- Be registered and in good standing with the BC Corporate Registry or partner with a business or organization that is.
- Have previous property development and property management experience or engage professional third-party consultants or property management company.
- Have a plan for construction and operations that’s financially viable.
- Meet equity requirements. See below.

## Target Household Incomes

Project targets households in BC Builds income ranges with rents that don’t require households in this range to spend more than 30% of their income on rent: \$84,780 and \$131,950 per year for couples with no children for a studio or one-bedroom apartment and \$134,410 to \$191,910 per year for couples with children, needing a 2 or larger bedroom home. *See evaluation criteria and evaluation matrix below for information about how this will be scored for applicants that are deemed eligible.*



**Property Management (Applies only to properties where a housing owner/operator is being sought):** Applicants must have a minimum of five (5) years' property management experience. In lieu of property management experience, applicants may hire or partner with a professional third-party property management firm or organization to help build their organization's capacity over the first five years of operation.

**Real Estate Development Experience:** Applicants must have successfully completed a similar project on time and within budget. Alternatively, applicants may hire or partner with a third-party developer who has experience building similar projects and/or assemble a design and construction consultant team to carry out the project.

## Evaluation Criteria

Proposals received during the submission period will be ranked in comparison to other proposals. More specifically, the following criteria will be used to evaluate, rank, and determine a proposals' overall strength and level of project suitability. Please see scoring matrix below.

**Financial Viability and Sustainability:** The project is feasible and viable, both through capital financial assembly and ongoing operating pro-forma, as well as the project environment (geotechnical, environmental, site constraints etc.) Projects must demonstrate a means to be financially sustainable without an ongoing operating subsidy from BC Builds (BC Housing). All potential funding sources must be disclosed, including the potential to apply for financing and grant funding through BC Builds, together with details of the intended funding strategy and any supporting documentation. If the building will require an ongoing operating subsidy, the applicant must provide information about how they would provide that subsidy to the project and demonstrate how that will be in place over the life of the building.

**Household incomes and rents:** BC Builds targets middle-income households, with income thresholds for eligibility set at the middle-income Limits which are defined as follows:

*Units with less than two bedrooms:* Middle-income households are those whose gross household income does not exceed the 75<sup>th</sup> income percentile for families without children, as determined by BC Housing from time to time. The current range of middle-income households that are the target of the BC Builds program is \$84,780 and \$131,950.

*Units with two or more bedrooms:* Middle-income households are those whose gross household income does not exceed the 75<sup>th</sup> income percentile for families with children, as determined by BC Housing from time to time. The current range of middle-income households that are the target of the BC Builds program is \$134,410 to \$191,910.

For projects involving a mix of unit sizes, the corresponding income threshold will be applied to each unit type.

Priority will be given to projects that target household incomes as low as possible in these income ranges while still maintaining project viability without the need for ongoing operating subsidy from BC Builds.

Rents must be suitable for middle income households, as defined above.

Projects with non-profit partners, public housing corporations or First Nations-controlled development corporations receiving capital grants of up to \$225K/unit:

- Units must target eligible households for a minimum of thirty-five (35) years
- Include minimum of 20% of units rented at 20% below market for a minimum of thirty-five (35) years.

Projects with private developers:

- Units must target eligible households for a minimum of ten (10) years

The rent structure will vary depending on the characteristics of the project and whether or not funding from other partners is layered into the project. All units in the development must be rented at or below market as determined by an appraisal of current market rents in the community, and at rents suitable for eligible households considering the location and average household income for the area but must not exceed 30% of the Middle-Income Limits in effect at time of occupancy and at unit turnover.

**Speed to Market:** How rapidly does the proposed timeline bring new homes to market? How realistic is the proposed timeline? Processes to speed up the development and construction timelines and innovative construction methods will be given priority.

**Environmental Sustainability Considerations:** Projects must be built to the BC Building Code. Priority will be given to projects that can provide additional environmental sustainability benefits while maintaining project viability.

**Accessibility Considerations:** Projects must be built to the BC Building Code. Priority will be given to projects that can provide additional accessibility benefits while maintaining project viability.

**Unit Mix Considerations:** No requirement for a particular unit mix, but priority will be given to projects that provide two- three- and four-bedroom units while maintaining project viability and staying below the per unit maximum grant amount of \$225,000 for co-operative and non-profit developers and First Nations controlled development corporations.

**Equity Contribution:** For private developers, does the proposed equity contribution help deliver more below market units at a greater percentage below market? For non-profit and co-operative developers and First Nations controlled development corporations, what is the lowest grant amount per unit required (up to a maximum of \$225,000) to achieve at least 20% of the units at at least 20% below market?

## Scoring Matrix

Mandatory Requirements
Eligible Applicant
Meets Target Household Incomes
Demonstrated Property Management Experience (if seeking operator)
Demonstrated Development Experience
Ranked Criteria (Overall Weighting)
Financial Viability & Sustainability (20%)
Amount of per-unit subsidy required (15%)
Percentage of units at 20% below market (15%)
Target Household Incomes (15%)
Speed to Market (15%)
Financial Equity Contribution (5%)
Unit Mix (5%)
Additional Accessibility Benefits (5%)
Additional Sustainability Benefits (5%)

## How to Apply and Proposal Submission Requirements

1. Review detailed property information, criteria and deadlines in this Property Opportunity Notice.
2. Attend an optional Property Information for this opportunity. Please see the property listings page for times and dates.
3. Contact BC Builds [info@bcbuildshomes.ca](mailto:info@bcbuildshomes.ca) if you have any questions about a Property Opportunity Notice. Please do not contact landowners directly. Doing so will result in immediate disqualification from the application process.
4. Review the [BC Builds Rental Supply Framework](#).
5. Applicants can present their submission in the form and format of their choice, with the option of using [this capital and operating budget template](#). A development schedule and typical schematic design that includes drawings and site concept plan including massing, renderings, basic floor plans, and an indication of how the building(s) is located on the property is expected as part of the proposal submission. Total submission should include no more than 20 type-written pages.
6. Letters of reference can be submitted to demonstrate experience in delivery of similar projects.
7. Proposals must be sent to [info@bcbuildshomes.ca](mailto:info@bcbuildshomes.ca) on or before the due date listed in the Property Opportunity Notice.

## **How long it takes**

It should take several weeks (goal of 4 to 6 weeks) for BC Builds to review your project proposal and let you know if your proposal is approved. The successful proponent will be required to sign a Conditional Land Contribution agreement between the proponent, BC Builds and the landowner which lays out a 12-to-18-month timeline to securing funding, financing, Development Permit, Building permit and begin construction and a shared and collaborative approach to meeting or exceeding this timeline.

## **Cost**

There is no cost to apply.

## **Additional Information**

This PON is available to projects that meet and/or exceed the minimum requirements as outlined in the above criteria. Verification of project details and evaluation will determine whether a project is selected. Simply meeting the minimum requirements will not guarantee that a proposal will be selected. Applicants are responsible to provide sufficient documentation that will verify compliance with the eligibility requirements.

Note that BC Builds will consider all proposals but is under no obligation to approve any application and move forward with the PON if, in BC Builds' opinion, no suitable submissions are received.

## **Disclaimer**

The PON is a non-binding document. BC Builds does not make any representation or provide any undertaking to prospective respondents other than to invite them to submit a proposal. This PON does not oblige BC Builds to negotiate or execute an agreement with any prospective respondents, not to grant rights of any sort to any prospective respondents and, BC Builds shall incur no liability to any prospective respondent as a result of responding this PON.

BC Builds will not be liable for, nor will it reimburse any prospective respondent for costs incurred in the preparation, submission or presentation of any proposal, for interview or any other activity that may be requested as part of the PON process.



1. Application

Document Fees: \$78.17

**Melissa Swalehe, Paralegal  
The Corporation of the Township of Langley  
20338 65 Avenue  
Langley BC V2Y 3J1  
604.533.6090 x 3419**

2. Description of Land

PID/Plan Number	Legal Description
<b>011-427-191</b>	<b>LOT "A" SECTION 20 TOWNSHIP 13 NEW WESTMINSTER DISTRICT PLAN 9510</b>
<b>009-271-457</b>	<b>LOT A, EXCEPT PART DEDICATED ROAD ON PLAN LMP43084, SECTION 20 TOWNSHIP 13 NEW WESTMINSTER DISTRICT PLAN 22532</b>
<b>002-238-306</b>	<b>LOT 3 SECTION 20 TOWNSHIP 13 NEW WESTMINSTER DISTRICT PLAN 9510</b>
<b>012-314-951</b>	<b>PARCEL "A" (EXPLANATORY PLAN 34028) LOTS 14 AND 15 BLOCK 2 SECTION 20 TOWNSHIP 13 NEW WESTMINSTER DISTRICT PLAN 1621</b>

3. Nature of Interest

Type	Number	Additional Information
<b>COVENANT</b>		

4. Terms

Part 2 of this instrument consists of:

**(b) Express Charge Terms Annexed as Part 2**

5. Transferor(s)

**THE CORPORATION OF THE TOWNSHIP OF LANGLEY**

6. Transferee(s)

**THE CORPORATION OF THE TOWNSHIP OF LANGLEY  
20338 65 AVENEUE  
LANGLEY BC V2Y 3J1**

7. Additional or Modified Terms



8. Execution(s)

This instrument creates, assigns, modifies, enlarges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_  
**MELISSA J. SWALEHE**  
**Commissioner for Taking Affidavits**  
**for British Columbia**  
20338 65 Avenue,  
Langley BC V2Y 3J1

YYYY-MM-DD

**2024-01-15**

**The Corporation of the Township of**  
**Langley**  
By their Authorized Signatory

\_\_\_\_\_  
**Wendy Bauer, Township Clerk**

Expiry Date: November 30, 2026

**Officer Certification**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

**Christopher Daryl**  
**Konrad 3AX2U3**

**Digitally signed by**  
**Christopher Daryl Konrad**  
**3AX2U3**  
**Date: 2024-01-15**  
**09:50:31 -08:00**



TERMS OF INSTRUMENT - PART II

COVENANT - SECTION 219 OF THE *LAND TITLE ACT*

THIS AGREEMENT is dated for reference as of the last date of execution by a party to this agreement.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF LANGLEY,  
20338 – 65<sup>th</sup> Avenue, Langley, BC V2Y 3J1

(the "Covenantor")

OF THE FIRST PART

AND:

THE CORPORATION OF THE TOWNSHIP OF LANGLEY,  
20338 – 65<sup>th</sup> Avenue, Langley, BC V2Y 3J1

(the "Municipality")

OF THE SECOND PART

WHEREAS:

- A. The Covenantor is the registered owner of ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being in the Municipality of Langley, in the Province of British Columbia, and more particularly known and described as follows:

Parcel Identifier: 011-427-191

Lot "A" Sec 20 Tp 13 NWD Plan 9510

Parcel Identifier: 009-271-457

Lot A, Except Part Dedicated Road on Plan LMP43084, Sec 20 Tp 13, NWD Plan 22532

Parcel Identifier: 002-238-306

Lot 3 Sec 20 Tp 13 NWD Plan 9510

Parcel Identifier: 012-314-951

Parcel "A" (Explanatory Plan 34028) Lots 14 and 15 Block 2 Sec 20 Tp 13 NWD Plan 1621

(together the "Lands")

- B. Section 219 of the *Land Title Act* provides, inter alia, that a covenant, whether of a negative or positive nature, may be registered as a charge against the title to the land, in favour of the municipality or the Crown, and that the covenant is enforceable against the Covenantor and the successors in title of the Covenantor.
- C. A covenant under Section 219 of the *Land Title Act* may include provisions in respect of the use of land, the use of a building on or to be erected on lands; that land is to be built on in accordance with the covenant, is not to be built on except in accordance with that covenant or is not to be built on; that land is not to be subdivided unless in accordance with the covenant or is not to be subdivided.

- D. The Covenantor wishes to grant and the Municipality agrees to accept the Section 219 Covenant against the Lands as contained herein.
- E. The Covenantor agrees to the restrictions in the use of the Lands on the terms and conditions herein provided for.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT pursuant to Section 219 of the *Land Title Act*, and in consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable consideration and the sum of One Dollar (\$1.00) now paid by the Municipality to the Covenantor (the receipt and sufficiency whereof is hereby acknowledged), the parties hereto covenant and agree that the Lands shall not be used or built on except in accordance with this Covenant as follows:

1. THE COVENANTOR COVENANTS AND AGREES with the Municipality that:
  - a) the Lands or any part thereof shall not be developed, redeveloped or subdivided in any manner other than that approved in writing by the Municipality and in accordance with this Agreement;
  - b) pursuant to the Municipality's Subdivision and Development Servicing Bylaw 2019 No. 5382 Schedule I (Tree Protection), and any amendments thereto or any successor legislation, the Covenantor is prohibited from commencement or the installation of on-site works, services or utilities in any manner other than that approved in writing by the Municipality;
  - c) apart from the demolition works contemplated under permit no. BP151790 issued October 10, 2023, the Covenantor will not commence construction or permit the commencement of construction or apply for a building permit in respect of the construction of or addition to any building(s), structure(s) or dwelling(s) on, over or about the Lands, whether such building(s), structure(s) or dwelling(s) are existing at the time of entering into this Agreement or proposed, and the Municipality shall not be obliged to process or issue any such permit in respect thereto, except for the issuance of such permit which may be required to allow the terms of Clause 3 hereto to be fulfilled to the satisfaction of the Municipality;
  - d) apart from meeting obligations pursuant to permit no BP151790, the Covenantor will not apply for a development permit for the Lands and the Municipality shall not be obliged to process or issue any such permit or inspection in respect of the Lands;
  - e) with the exception of obtaining a final inspection as may be required under permit no. BP151790, the Covenantor will not apply for an occupancy permit or final inspection for the Lands and the Municipality shall not be obliged to process or issue any such permit or inspection in respect of the Lands; and
  - f) the Covenantor shall not sell, transfer, convey, assign or lease any part of its interest in the Lands or any portion thereof until the Covenantor provides notice (whether written or otherwise) to each prospective purchaser, purchaser or lessee thereof, as the case may be, of the terms and conditions herein provided for.
2. Notwithstanding the foregoing, Clause 1 shall not be construed so as to prohibit the Covenantor from undertaking the necessary actions to fulfill the conditions provided for in Clause 3 of this Agreement.
3. The Municipality acknowledges and agrees that it shall, at the sole expense of the Covenantor, execute and deliver to the Covenantor a discharge in registrable form of this covenant agreement from the title to the Lands, provided that the Covenantor has fulfilled all of the following conditions to the satisfaction of the Municipality at the time such request of discharge is made by the Covenantor:

- a) a servicing agreement being entered into with the Township to secure required road dedications and utility upgrades and extensions in accordance with the Township's Subdivision and Development Servicing Bylaw 2019 No. 5382 and the Aldergrove Community Plan, as may be amended or replaced from time to time;
  - b) provisions of road and lane dedications, widenings and necessary traffic improvements in accordance with the Township's Master Transportation Plan, Subdivision and Development Servicing Bylaw 2019 No. 5382, and the Aldergrove Community Plan, as may be amended or replaced from time to time;
  - c) provision of a final tree management plan incorporating tree retention, replacement, protection detail and security in compliance with the Subdivision and Development Servicing Bylaw 2019 No. 5382 (Schedule I – Tree Protection), as may be amended or replaced from time to time;
  - d) execution and where applicable registration of such further agreements, in form and substance acceptable to the Municipality, and in the Municipality's sole discretion may be required in respect of any development of the Lands, including without limitation restrictive covenants, statutory rights of way, housing agreements, easements, underpinning agreements and servicing agreements.
4. IT IS MUTUALLY UNDERSTOOD, agreed and declared by and between the parties hereto that:
- a) nothing contained or implied herein shall in any way restrict or abrogate and shall not be deemed to restrict or abrogate, the rights and powers of the Municipality in the exercise of its functions under any public and private statutes, by-laws, orders and regulations, in its absolute discretion, and in accordance with its lawful powers and duties;
  - b) the burden of the covenants herein provided for shall run with the Lands and will be personal and binding upon the Covenantor during the Covenantor's seisen of or ownership of any interest in the Lands;
  - c) notwithstanding anything to the contrary, the Covenantor shall not be liable under any breach of any covenants and agreements contained herein after the Covenantor ceases to have any further interest in the Lands;
  - d) the Covenantor will deliver, after execution hereof, this Agreement to the Municipality in a form acceptable as a Section 219 Covenant and concurrently such instruments of priority as may be necessary to give this Agreement priority over all financial charges and encumbrances which may have been registered against the title to the Lands at the time of submitting this Agreement for registration in the applicable Land Title Office, save and except those specifically approved in writing by the Municipality or in favour of the Municipality;
  - e) the fee simple estate in and to the Lands will not pass or vest in the Municipality under or by virtue of these presents and the Covenantor may fully use and enjoy the Lands except only for the requirements provided for in this Agreement;
  - f) the Covenantor and its successors and assigns shall at all times indemnify and save harmless the Municipality from and against all claims, demands, actions, suits, loss, costs, fines, penalties, charges, damages and expenses including legal fees and litigation expenses whatsoever which the Municipality may incur, suffer or be put to arising out of or in connection with any breach of any covenant or agreement on the part of the Covenantor contained in this Agreement;
  - g) the covenants and agreements on the part of the Covenantor and herein provided for have been made by the Covenantor as contractual obligations as well as having been made pursuant to Section 219 and as such will be binding on the Covenantor;

- h) nothing herein provided for shall be deemed to constitute waivers of any lawful requirements with which the Covenantor would otherwise be obligated to comply with;
- i) no amendment of, addition to, or discharge of this Agreement shall be binding upon the parties hereto unless it is in writing and executed by the parties hereto;
- j) if any provision provided for in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement which shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained therein and such other provisions shall be enforceable to the fullest extent permitted by law;
- k) the Municipality, in addition to its rights under this Agreement or at law, will be entitled to all equitable remedies, including specific performance, injunction and/or declaratory relief, to enforce its rights under this Agreement;
- l) the Covenantor shall pay for the preparation and registration, if applicable, of this Agreement together with any concurrent instruments of priority as herein provided for and any amendment, addition or discharge thereof;
- m) wherever the singular, masculine or neuter is used herein, the same shall be construed as meaning the plural, feminine or the body corporate or politic according to the context in which it is used;
- n) the parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement; and
- o) this Agreement shall enure to the benefit of and be binding upon the Covenantor, the Municipality and their respective successors and assigns.

5. The Covenantor acknowledges and agrees:

- a) that except as provided, nothing in this Agreement will relieve the Covenantor from any obligation or requirements arising under any applicable statute, bylaw or regulation in respect of the use, subdivision and development of the Lands;
- b) that nothing contained or implied in this Agreement shall fetter the discretion of the municipal council of the Municipality and its statutory officers;
- c) to release, indemnify and save harmless the Municipality, its officers, employees and elected officials, against all claims, loss, lawsuits and expenses arising out, in any way related to, or that would not or could not be sustained but for this Agreement, including, but not limited to, the exercise by the Municipality of any rights granted in this Agreement, or any restrictions imposed pursuant to this Agreement, except if resulting from a negligent action or omission by the Municipality, or any of its employees, agents, contractors or persons for whom the Municipality is at law responsible; and
- d) the indemnity and release in subclause 5(c) will survive the expiration or the earlier termination of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day, month and year first above written.

Township of  
Langley



Est. 1873

## REPORT TO MAYOR AND COUNCIL

<b>PRESENTED:</b>	NOVEMBER 20, 2023 - REGULAR MEETING	<b>REPORT:</b>	23-252
<b>FROM:</b>	COMMUNITY DEVELOPMENT DIVISION	<b>FILE:</b>	13-20-0158
<b>SUBJECT:</b>	OFFICIAL COMMUNITY PLAN AMENDMENT AND REZONING APPLICATION NO. 100271 (TOWNSHIP OF LANGLEY / 27214 FRASER HIGHWAY; 27200 BLOCK OF 30 AVENUE; 2992 AND 2978 – 272 STREET)		

### PROPOSAL:

Application to amend the Aldergrove Community Plan and rezone approximately 0.4 ha (0.98 ac) of land located at 27214 Fraser Highway; 27200 Block of 30 Avenue; 2992 and 2978 – 272 Street to Comprehensive Development Zone CD-192.

### RECOMMENDATION SUMMARY:

That Council give first and second reading to Bylaws No. 5927 and 5928 subject to three (3) development prerequisites being satisfied prior to final reading; and that staff be authorized to schedule the required Public Hearing on December 18, 2023.

### RATIONALE:

The proposed development complies with the overall objectives of the Aldergrove Community Plan.

### RECOMMENDATIONS:

**That** Council give first and second reading to Langley Official Community Plan Bylaw 1979 No. 1842 Amendment (Aldergrove Community Plan) Bylaw 1978 No. 1802 Amendment (Township of Langley) Bylaw No. 5927 and Township of Langley Zoning Bylaw 1987 No. 2500 Amendment (Township of Langley) Bylaw No. 5928 rezoning 0.4 ha (0.98 ac) of land located at 27214 Fraser Highway; 27200 Block of 30 Avenue; 2992 and 2978 – 272 Street to Comprehensive Development Zone CD-192 to facilitate a future mixed use project, subject to the following development prerequisites being satisfied to the acceptance of the Township prior to final reading:

1. A Servicing Agreement being entered into with the Township to secure required road and utility upgrades and extensions in accordance with the Township's Subdivision and Development Servicing Bylaw.
2. Provision of road and lane dedications, widenings and necessary traffic improvements in accordance with the Township's Master Transportation Plan, Subdivision and Development Servicing Bylaw, and the Aldergrove Community Plan.
3. Provision of a final tree management plan incorporating tree retention, replacement, protection details and security in compliance with the Subdivision and Development Servicing Bylaw (Schedule I – Tree Protection).

**That** Council consider Langley Official Community Plan Bylaw 1979 No. 1842 Amendment (Aldergrove Community Plan) Bylaw 1978 No. 1802 Amendment (Township of Langley) Bylaw

OFFICIAL COMMUNITY PLAN AMENDMENT AND  
REZONING APPLICATION NO. 100271 (TOWNSHIP OF  
LANGLEY / 27214 FRASER HIGHWAY; 27200 BLOCK OF  
30 AVENUE; 2992 AND 2978 – 272 STREET)  
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No. 5927 is consistent with the Township's Five Year Financial Plan as updated annually and with Metro Vancouver's Integrated Liquid Waste Resource Management Plan and Integrated Solid Waste Resource Management Plan, Housing Needs Report and with the consultation requirement of Official Community Plan Consultation Policy (07-160).

**That** Council direct staff to undertake an Open House in early December to receive public input on potential ground level uses and civic opportunities.

**That** Council authorize staff to schedule the required Public Hearing on December 18, 2023 for Bylaw No. 5927 and 5928.

**That** Council authorize proceeding with clearing and excavation of the subject site in advance of final reading.

**That** Council approve waiving all applicable Township of Langley Fees (including but not limited to Neighbourhood Planning administration fees, supplemental rezoning fees, Development Engineering and Green Infrastructure Services administration fees, Community Amenity Contributions and Development Cost Charge Fees).

#### **EXECUTIVE SUMMARY:**

The Township of Langley has applied to develop 0.4 ha (0.98 ac) of land located at 27214 Fraser Highway; 27200 Block of 30 Avenue; 2992 and 2978 – 272 Street to Comprehensive Development Zone CD-192 for the purposes of a future mixed-use development.

To facilitate the development, the applicant proposes to amend the Aldergrove Community Plan to redesignate the site from Medium Density Mixed Use (2.0 FSR) and Low Density Residential (1.1 FSR) to High Density Mixed Use (3.0 FSR). The application also proposes to rezone the site to Comprehensive Development Zone CD-192 to accommodate the proposal.

As the proposal is consistent with and supports the overall objectives of the Aldergrove Community Plan, staff recommend that Council consider the neighbourhood plan amendment and rezoning request, subject to the completion of three (3) development prerequisites.

#### **PURPOSE:**

The purpose of this report is to advise and make recommendations to Council with respect to Aldergrove Neighbourhood Plan Amendment Bylaw No. 5927 and Rezoning Bylaw No. 5928.



OFFICIAL COMMUNITY PLAN AMENDMENT AND  
REZONING APPLICATION NO. 100271 (TOWNSHIP OF  
LANGLEY / 27214 FRASER HIGHWAY; 27200 BLOCK OF  
30 AVENUE; 2992 AND 2978 – 272 STREET)  
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**REFERENCE:**

<b>Owner:</b>	Corporation of the Township of Langley 20338 – 65 Avenue Langley, BC V2Y 3J1
<b>Legal Description:</b>	Parcel “A” (Explanatory Plan 34028) Lots 14 and 15 Block 2 Section 20 Township 13 New Westminster District Plan 1621  Lot 3 Section 20 Township 13 New Westminster District Plan 9510  Lot A, Except Part Dedicated Road on Plan LMP43084 Section 20 Township 13 New Westminster District Plan 22532  Lot “A” Section 20 Township 13 New Westminster District Plan 9510
<b>Location:</b>	27214 Fraser Highway 27200 Block of 30 Avenue (0.037 ha / 0.091 ac portion) 2992 – 272 Street 2978 – 272 Street
<b>Area:</b>	0.4 ha (0.98 ac)
<b>Existing Zoning:</b>	Community Commercial Zone C-2
<b>Proposed Zoning:</b>	Comprehensive Development Zone CD-192
<b>Aldergrove Community Plan:</b>	Medium Density Mixed Use (2.0 FSR) Low Density Residential (1.1 FSR)

**BACKGROUND/HISTORY:**

- The subject site is comprised of an assembly of three lots, portions of closed lane, and a portion of a fourth lot.
- The assembly includes the former Alder Inn site, and will front Fraser Highway, 272 Street and 30 Avenue when consolidated.
- Bylaw No. 5933 closed a 586.8 m<sup>2</sup> portion of lane which previously separated the four sites. The lane closure allows for the creation of one cohesive lot for the purposes of future development.

**DISCUSSION/ANALYSIS:**

- The Township of Langley is proposing to redesignate and rezone the site to accommodate a future high density mixed use proposal for non-market housing. A future Development Permit will provide details on the form and character of the development.
- The proposal is consistent with following goals of the Official Community Plan (OCP), Sustainability Charter and the Township’s Housing Action Plan:

- OCP goal to “provide flexible, affordable, and mixed housing options with an aspiration to have a diverse range of housing options for people of different abilities, incomes, and ages.”
- OCP’s goal to include of a mix of housing types in each community to provide a wide variety of units to meet the needs of all members of the community.
- Sustainability Charter goal of providing flexible, affordable, and mixed housing options.
- The following objectives related to housing in the Township’s Housing Action Plan:
  - Priority 1: Diversify housing types
  - Priority 2: Catalyze rental housing
  - Priority 3: Support vulnerable residents
- To facilitate the development, the applicant has proposed to re-designate the site from Medium Density Mixed Use (2.0 FSR) and Low Density Residential (1.0 FSR) to High Density Mixed Use (3.0 FSR).
- Staff are supportive of the proposal as it is consistent with above noted policy documents.

#### Adjacent Uses:

	Existing Use	Neighbourhood Plan Designation	Existing Zoning
<b>North:</b>	Fraser Highway, beyond which is a commercial building.	Medium Density Mixed Use (2.0 FSR)	Service Station C-6
<b>South:</b>	30 Avenue, beyond which are commercial buildings.	Medium Density Mixed Use (2.0 FSR) Medium Density Residential (2.0 FSR)	Community Commercial Zone C-2 Comprehensive Development Zone CD-61
<b>East:</b>	A commercial building (north) A single family lot (south)	Medium Density Mixed Use (2.0 FSR) Low Density Residential (1.1 FSR)	Community Commercial Zone C-2
<b>West:</b>	272 Street, beyond which are three commercial buildings and a lane	Medium Density Mixed Use (2.0 FSR)	Community Commercial Zone C-2

#### Community / Neighbourhood Plan Amendment:

- The west and north portion (27214 Fraser Highway, 2992 and 2978 – 272 Street) of the site is currently designated for Medium Density Mixed Use (2.0 FSR). The eastern lot is designated Low Density Residential (1.1 FSR) in the Aldergrove Community Plan.
- The Medium Density Mixed Use (2.0 FSR) designation permits a maximum height of 5-storeys and 14.0 m (45.9 ft).
- The Low Density Residential (1.1 FSR) designation permits a maximum height of 2.5-storeys.
- To accommodate a future mixed-use development with non-market housing, the applicant has proposed to redesignate the site to High Density Mixed Use (3.0 FSR).

OFFICIAL COMMUNITY PLAN AMENDMENT AND  
REZONING APPLICATION NO. 100271 (TOWNSHIP OF  
LANGLEY / 27214 FRASER HIGHWAY; 27200 BLOCK OF  
30 AVENUE; 2992 AND 2978 – 272 STREET)  
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**Zoning Amendment:**

- The subject site is proposed to be rezoned to Comprehensive Development Zone CD-192.
- Bylaw No. 5928 proposes to rezone the site to a new Comprehensive Development Zone to facilitate development of a future mixed-use site.
- The CD-192 Zone restricts building height to 6-storeys.

**Development Permit:**

- The subject site is located in Development Permit Area 'D' in the Aldergrove Community Plan
- A future of Development Permit application will be required to allow Council to review form, character and siting of any proposed development prior to issuance of a building permit.

**Community Amenity Contributions:**

- The Community Amenity Contributions (CAC) Policy exempts properties located in the Aldergrove Core Area Plan per Section 5.3 e) if the property receives third reading prior to July 31, 2024.
- CAC contributions will become effective August 1, 2024, for projects located in this area. As the project is proposing a future non-market proposal, staff recommend that Council waive CAC fees for the subject application.

**Tree Protection / Replacement:**

- There are currently no significant trees on the subject site.
- At the time of a future Development Permit of the site, the applicant will provide a tree management plan which identifies required replacement trees, replacement trees provided and street trees.

**Policy Considerations:**

The proposed Aldergrove Community Plan amendment and rezoning facilitates the development of a future mixed use development project. In staff's opinion the proposal is consistent with the overall goals and objectives of the Official Community Plan, Housing Action Plan and the Aldergrove Community Plan.

Staff recommend that Council give first and second reading to Bylaws No. 5927 and 5928 (subject to three (3) development prerequisites); and authorize staff to schedule the required Public Hearing for Aldergrove Community Plan Amendment Bylaw No. 5927 and Rezoning Bylaw No. 5928.

Respectfully submitted,

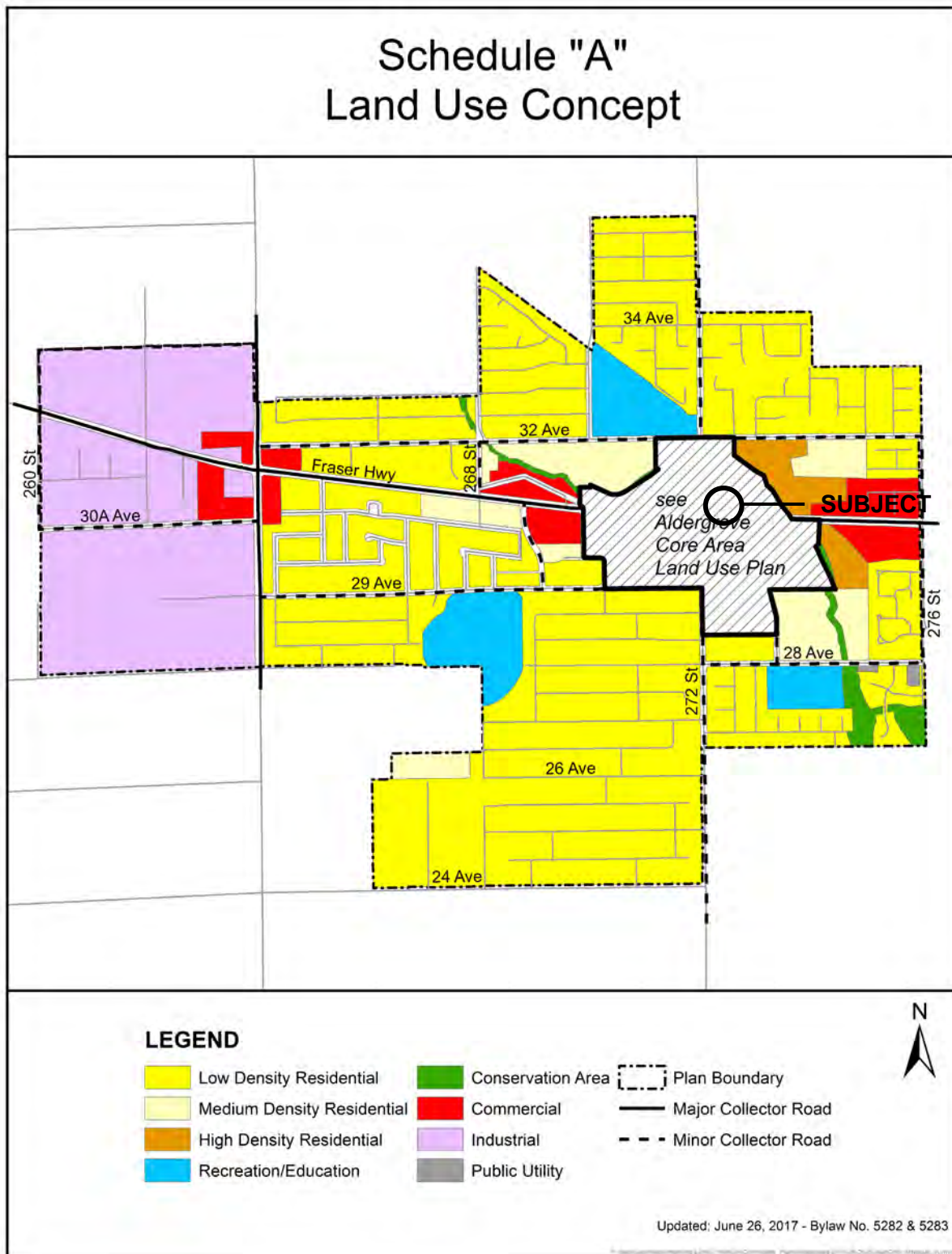
Ruby Sandher  
DEVELOPMENT PLANNER  
for  
COMMUNITY DEVELOPMENT DIVISION

ATTACHMENT A      Maps and Graphics

ATTACHMENT A

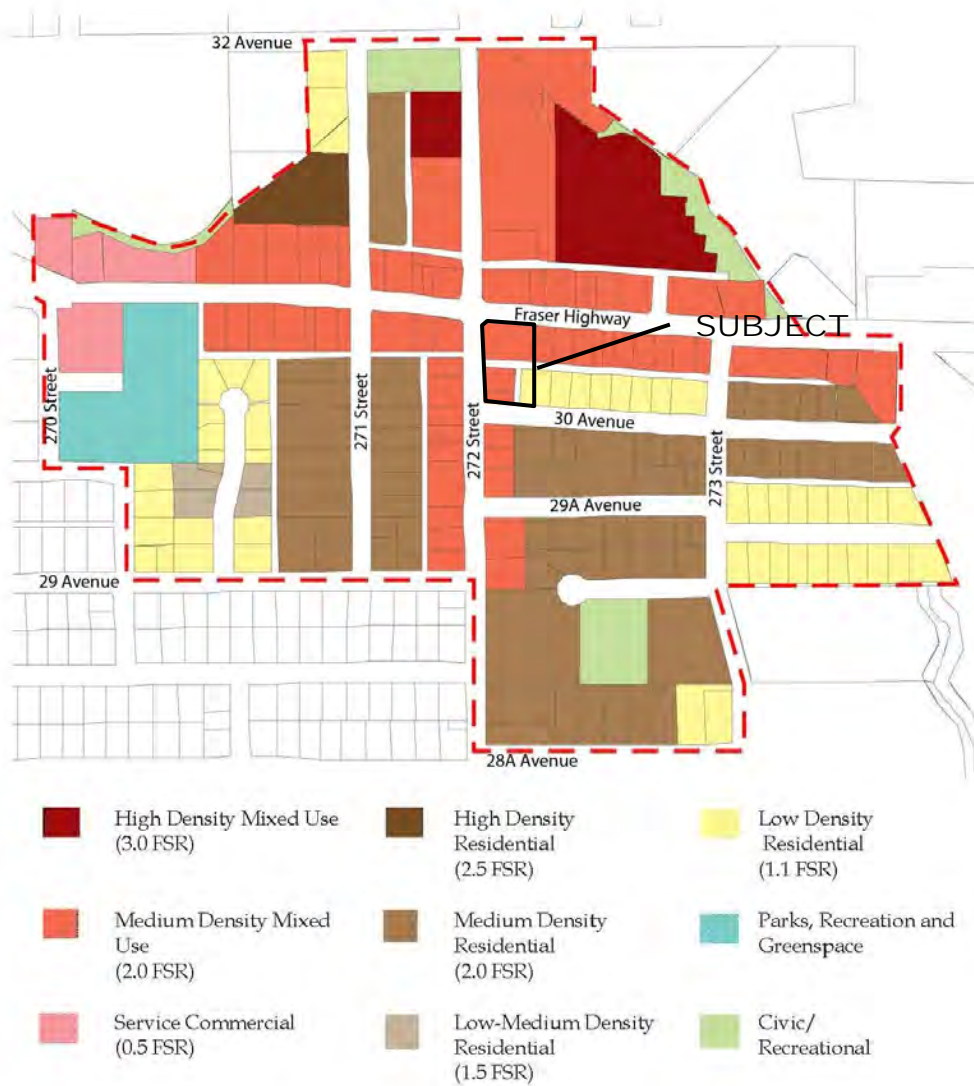


AERIAL PHOTO



## ALDERGROVE COMMUNITY PLAN





## ALDERGROVE CORE PLAN



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PROPERTY OPPORTUNITY NOTICE

**THE CORPORATION OF THE TOWNSHIP OF LANGLEY  
LANGLEY OFFICIAL COMMUNITY PLAN BYLAW 1979 NO. 1842 AMENDMENT  
(ALDERGROVE COMMUNITY PLAN) BYLAW 1978 NO. 1802 AMENDMENT  
(TOWNSHIP OF LANGLEY) BYLAW NO. 5927**

**EXPLANATORY NOTE**

Bylaw No. 5927 amends the Aldergrove Community Plan to redesignate properties located at 27214 Fraser Highway, the 27200 Block of 30 Avenue, a portion of 2992 – 272 Street and 2978 – 272 Street to High Density Mixed Use (3.0 FSR).

**THE CORPORATION OF THE TOWNSHIP OF LANGLEY  
 LANGLEY OFFICIAL COMMUNITY PLAN BYLAW 1979 NO. 1842 AMENDMENT  
 (ALDERGROVE COMMUNITY PLAN) BYLAW 1978 NO. 1802 AMENDMENT  
 (TOWNSHIP OF LANGLEY) BYLAW NO. 5927**

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

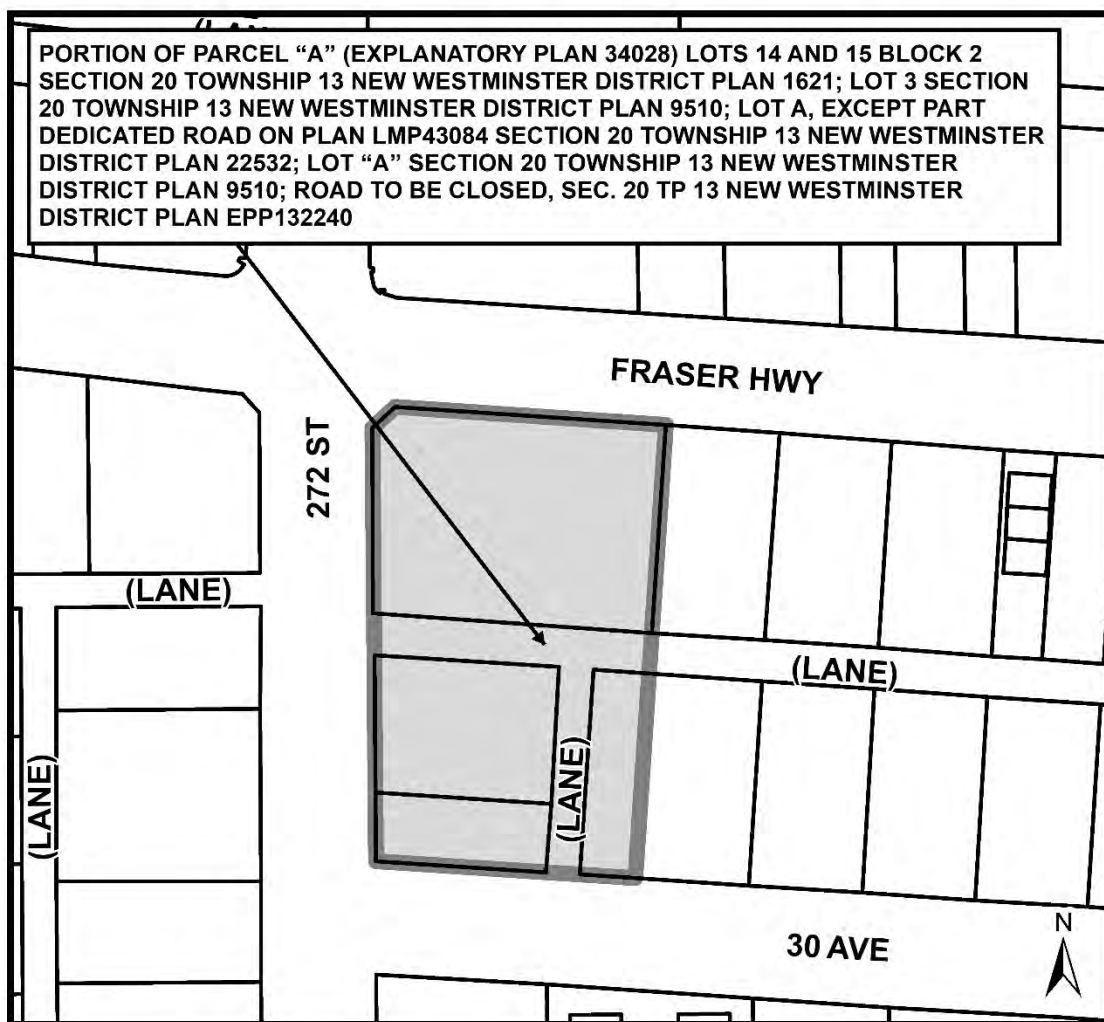
1. This Bylaw may be cited for all purposes as “Langley Official Community Plan Bylaw 1979 No.1842 Amendment (Aldergrove Community Plan) Bylaw 1978 No. 1802 Amendment (Township of Langley) Bylaw No. 5927”.
2. The “Langley Official Community Plan Bylaw 1979 No.1842 Amendment (Aldergrove Community Plan) Bylaw 1978 No. 1802”, as amended, is further amended by:
  - a) Amending the Aldergrove Core map to redesignated lands shown in Schedule “A” to High Density Mixed Use (3.0 FSR).

READ A FIRST TIME the	day of	, 2023
READ A SECOND TIME the	day of	, 2023
PUBLIC HEARING HELD the	day of	, 2023
READ A THIRD TIME the	day of	, 2023
ADOPTED the	day of	, 2023

\_\_\_\_\_ Mayor \_\_\_\_\_ Township Clerk

# SCHEDULE 'A'

## BYLAW NO. 5927



**THE CORPORATION OF THE TOWNSHIP OF LANGLEY**

**TOWNSHIP OF LANGLEY ZONING BYLAW 1987 NO. 2500  
AMENDMENT (TOWNSHIP OF LANGLEY) BYLAW NO. 5928**

**EXPLANATORY NOTE**

Bylaw No. 5918 rezones approximately 0.4 ha (0.98 ac) of land located at 27214 Fraser Highway, the 27200 Block of 30 Avenue, a portion of 2992 – 272 Street and 2978 – 272 Street from Community Commercial Zone C-2 to Comprehensive Development Zone CD-192.

## THE CORPORATION OF THE TOWNSHIP OF LANGLEY

### TOWNSHIP OF LANGLEY ZONING BYLAW 1987 NO. 2500 AMENDMENT (TOWNSHIP OF LANGLEY) BYLAW 2019 NO. 5928

A Bylaw to amend Township of Langley Zoning Bylaw 1987 No. 2500

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

1. This Bylaw may be cited for all purposes as “Township of Langley Zoning Bylaw 1987 No. 2500 Amendment (Township of Langley) Bylaw No. 5928”.
2. The “Township of Langley Zoning Bylaw 1987 No. 2500” as amended is further amended by:
  - a. Adding to the Table of Contents and Section 104.1 – Zones the words “Comprehensive Development Zone CD-192” after the words “Comprehensive Development Zone CD-191”
  - b. Adding to Section 110.1 after the words “CD-191” the words “CD-192 – 0.1 ha”
  - c. Adding after Section 1091 “Comprehensive Development Zone CD-191” the following as Section 1092 “Comprehensive Development Zone CD-192”

#### 1092 **COMPREHENSIVE DEVELOPMENT ZONE CD-192**

##### **Uses Permitted**

- 1092.1 In the CD-189 Zone only the following *uses* are permitted and all other *uses* are prohibited:
- 1) *accessory buildings and uses*
  - 2) *accessory home occupations* subject to Section 104.3
  - 3) *apartments*
  - 4) *commercial uses* subject to Section 1092.3
  - 5) *licensee retail store* subject to Section 1092.3
  - 6) *group children’s day care* subject to Section 1092.3

##### **Density**

- 1092.2 The maximum *floor space ratio* of all buildings located on lands zoned CD-192 shall not exceed 3.0 FSR.

##### **Commercial Uses**

- 1092.3 *Commercial* uses are only permitted on the ground floor in mixed-use buildings.

##### **Lot Coverage**

- 1092.4 *Buildings and structures* shall not cover more than 90% of the *lot area*.



**Siting of Buildings and Structures**

- 1092.5 Siting of *buildings* and *structure* shall be in accordance with the provisions of the Development Permit.

**Height of Buildings and Structures**

- 1092.6 The *height* of *buildings* and *structures* shall not exceed six storeys, plus a rooftop-enclosure to access rooftop amenity.

**Parking and Loading**

- 1092.7 Parking and loading shall be provided in accordance with Section 107

**Subdivision Requirements**

- 1092.8 All *lots* created by *subdivision* shall comply with Section 110 of this Bylaw and the Subdivision and Development Servicing Bylaw 2019 No. 5382 as amended.

**Landscaping, Screening and Fencing**

- 1092.9 Landscaping areas, landscaping screens and fencing shall be provided in accordance with the provisions of a Development Permit.

**Age Friendly Amenity**

- 1092.10 Age Friendly *Amenity areas* shall be provided in accordance with Section 111.5 and in accordance with the Development Permit.

**Development Permit Requirements**

- 1092.11 An application for a Development Permit shall be submitted to Council for its consideration prior to issuance of a *Building* Permit.
3. The "Township of Langley Zoning Bylaw 1987 No. 2500" as amended is further amended by rezoning the lands described as:
- Portion of Parcel "A" (Explanatory Plan 34028) Lots 14 and 15 Block 2 Section 20 Township 13 New Westminster District Plan 1621
- Lot 3 Section 20 Township 13 New Westminster District Plan 9510
- Lot A, Except Part Dedicated Road on Plan LMP43084 Section 20 Township 13 New Westminster District Plan 22532
- Lot "A" Section 20 Township 13 New Westminster District Plan 9510
- Road to be Closed, Section 20 Township 13 New Westminster District Plan EPP132240
- as shown delineated on Schedule "A" attached to and forming part of this Bylaw to Comprehensive Development Zone CD-192.

READ A FIRST TIME the	day of	, 2023
READ A SECOND TIME the	day of	, 2023.
PUBLIC HEARING HELD the	day of	, 2023.
READ A THIRD TIME the	day of	, 2023.
ADOPTED the	day of	, 2023.

_____	Mayor	_____	Township Clerk
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# SCHEDULE 'A' BYLAW NO. 5928

