



PROPERTY OPPORTUNITY NOTICE



Municipality: The Corporation of the Township of Langley

Street Address of Site: 7883 – 199 Street, 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.

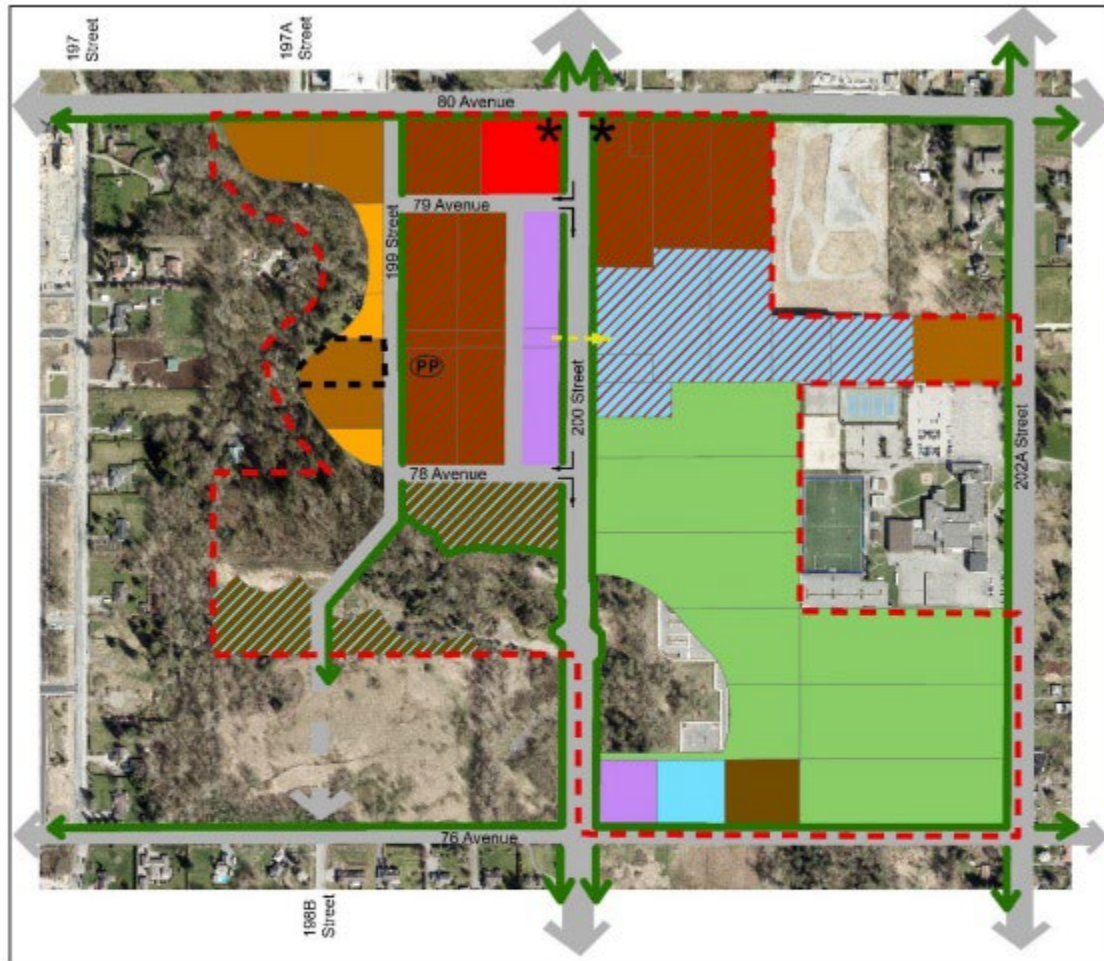
Site Context

Satellite Map



Plan Map

Jericho - Sub-Neighbourhood Plan



LEGEND

 Commercial	 Townhouse	 Low Density Apartment (1.4 FSR)	 High Density Apartment (2.4 FSR)	 High Density Mixed Use (2.5 FSR)	 Low Density Multi-Family and Seniors Residential/Institutional	 Business Park	 Mixed Institutional	 Institutional	 Park	 Greenway
						 Pocket Park	 SNP Boundary	 Refer to Table 1.2		 Landmark Features

Includes Amendment Bylaw 4957, 5887, 5941

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Parcel Identification (PID)	008-801-607
Registered Owner	The Corporation of the Township of Langley
Civic Address	7883 – 199 Street, Langley, BC
Lot Area (Size)	2.37 acres
Lot Frontage	50.354m
Site Servicing	At present, septic and well
Links to relevant planning policies (OCP, Local Area Plan, other relevant documents)	OCP Jericho Sub-Neighbourhood Plan Willoughby CP

Property Details

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

Zoning	CD-196 – Comprehensive Development
Permitted Use Within Zoning	<ul style="list-style-type: none"> • Accessory buildings and uses • Accessory home occupations subject to Section 104.3 of the Zoning Bylaw (see below) • Apartments • Commercial uses subject to Section 1096.3 • Group children's day care subject to Section 1096.3 Assembly uses subject to Section 1096.3
Permitted Height and Density	Six storeys plus a rooftop enclosure to access rooftop amenity; 1.56 FSR
Applicable Development Permit Controls	Willoughby Community Plan - Development Permit Area 'B' Residential
Current Use	Residential

Surrounding Use	Large lot acreages awaiting development; multi-family development
Environmental features (stream, creek, grades, soils etc)	Class A watercourse
Any easements or restrictive covenants on title	Covenant X88291 Covenant CB1117721
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 75th 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 75th 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 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 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
20338 65 Avenue
Langley BC V2Y 3J1
604.533.6090 x 3419

2. Description of Land

PID/Plan Number	Legal Description
000-801-607	LOT A SECTION 22 TOWNSHIP 8 NEW WESTMINSTER DISTRICT PLAN 68321

3. Nature of Interest

Type	Number	Additional Information
COVENANT		

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 AVENUE
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
10:25:16 -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 – 65th Avenue, Langley, BC V2Y 3J1 (the "Covenantor")

OF THE FIRST PART

AND:

THE CORPORATION OF THE TOWNSHIP OF LANGLEY
20338 – 65th Avenue, Langley, BC V2Y 3J1 (the "Municipality")

OF THE SECOND PART

WHEREAS:

- A. The Covenantor is the registered owner of ALL AND SINGULAR that certain parcel or tract 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:

PID: 000-801-607 Lot A Section 22 Township 8 NWD Plan 68321

(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.
- F. The Covenantor agrees to the restrictions in the use of the Lands on the terms and conditions herein provided for.

NOW THEREFORE THIS AGREEMENT WITNESSES 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 the on-site clearing or removal of any vegetation, the alteration of on-site grades, the removal or deposition of soil or other material from or to the Lands or commencement or the installation of on-site works, services or utilities in any manner other than that approved in writing by the Municipality;
 - c) 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 and alteration 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) 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) 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 Jericho Sub-Neighbourhood Plan, as may be amended or replaced from time to time;
 - b) provision of road dedications, greenways, widenings, and necessary traffic improvements including dedication of the west half of 199 Street, in accordance with the Township's Master Transportation Plan, Subdivision and Development Servicing Bylaw 2019 No. 5382, and the Jericho Sub-Neighbourhood Plan, as may be amended or replaced from time to time;
 - c) submission of an erosion and sediment control plan in accordance with the Erosion and Sediment Control Bylaw 2006 No. 4381, as may be amended or replaced from time to time;
 - d) compliance with Age Friendly Amenity Area requirements, Section 111.5 (Age-Friendly Amenity Areas) of ToL Zoning Bylaw No. 2500), as may be amended or replaced from time to time;
 - e) provision of a final tree management plan incorporating tree retention, replacement, protection details 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;

- f) dedication and protection of Streamside Protection and Enhancement Area and final acceptance of streamside restoration and enhancement plans, details and security consistent with Schedule 3 Streamside Protection and Enhancement, of the Township of Langley Official Community Plan Bylaw 1979 No. 1842, as may be amended or replaced from time to time;
 - g) registration of restrictive covenants acceptable to the Township:
 - i) prohibiting development until a Development Permit is issued for the site and registration of covenant identifying a minimum of 10% of the units in accordance with the Schedule 2 – Adaptable Housing Requirements of the Township's Official Community Plan;
 - ii) prohibiting clearing of the site (with the exception of servicing access areas) until such time as a final tree management plan incorporating tree retention and replacement, protection details, and securing in compliance with the Subdivision and Development Servicing Bylaw 2019 No. 5382, (Schedule I – Tree Protection), is accepted by the Township, as may be amended or replaced from time to time.
 - h) compliance with the requirements of the Township of Langley Community Amenity Contributions Policy, Willoughby Arterial Road Completion Amenity Policy if applicable, Willoughby Greenway Amenity Policy, and 5% Neighbourhood Park Land Acquisition Policy, as may be amended or replaced from time to time;
 - i) payment of applicable Neighbourhood Planning Administration fees, supplemental Rezoning fees, Development Engineering and Green Infrastructure Services administration fees, Development Works Agreement (DWA), and Latecomer charges.
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.



REPORT TO MAYOR AND COUNCIL

PRESENTED: DECEMBER 4, 2023 - REGULAR MEETING
FROM: COMMUNITY DEVELOPMENT DIVISION
SUBJECT: OFFICIAL COMMUNITY PLAN AMENDMENT AND
 REZONING APPLICATION NO. 100274 (ESSENCE
 PROPERTIES INC. / 7883 – 199 STREET)

REPORT: 23-261
FILE: 08-22-0116

PROPOSAL:

Application to amend the Jericho Sub-Neighbourhood Plan and rezone approximately 0.96 ha (2.37 ac) of land located at 7883 - 199 Street to Comprehensive Development Zone CD-196 to facilitate development of a future apartment development.

RECOMMENDATION SUMMARY:

That Council give first and second reading to Bylaws No. 5941 and 5942 subject to nine (9) development prerequisites being satisfied prior to final reading of Bylaw No. 5942 and that staff be authorized to schedule the required Public Hearing.

RATIONALE:

The proposed development complies with the overall objectives of the Willoughby Community Plan and Jericho Sub-Neighbourhood Plan.

RECOMMENDATIONS:

That Council give first and second reading to Langley Official Community Plan Bylaw 1979 No. 1842 Amendment (Willoughby Community Plan) Bylaw No. 1998 No. 3800 Amendment (Jericho Sub-Neighbourhood Plan) Bylaw 2010 No. 4825 Amendment (Essence Properties Inc.) Bylaw No. 5941 and Township of Langley Zoning Bylaw 1987 No. 2500 Amendment (Essence Properties Inc.) Bylaw No. 5942 rezoning 0.96 ha (2.37 ac) of land located at 7883 – 199 Street to Comprehensive Development Zone CD-196 to facilitate the development of a future apartment development, 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 dedications, greenways, widenings, and necessary traffic improvements including dedication of the west half of 199 Avenue, in accordance with the Township's Master Transportation Plan, Subdivision and Development Servicing Bylaw, and the Jericho Sub-Neighbourhood Plan.
3. Submission of an erosion and sediment control plan in accordance with the Erosion and Sediment Control Bylaw.
4. Compliance with Age Friendly Amenity Area requirements.
5. 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).

6. Dedication and protection of Streamside Protection and Enhancement Area and final acceptance of streamside restoration and enhancement plans, details and security consistent with Schedule 3 Streamside Protection and Enhancement, of the Township of Langley Official Community Plan.
7. Registration of restrictive covenants acceptable to the Township:
 - a. prohibiting development until a Development Permit is issued for the site and identifying a minimum of 10% of the units in accordance with the Schedule 2 – Adaptable Housing Requirements of the Township's Official Community Plan
 - b. prohibiting clearing of the site (with the exception of servicing access areas) until such time as a final tree management plan incorporating tree retention and replacement, protection details, and securing in compliance with the Subdivision and Development Servicing Bylaw (Schedule I – Tree Protection), is accepted by the Township.
8. Compliance with the requirements of the Community Amenity Contributions Policy, Willoughby Arterial Road Completion Amenity Policy if applicable, Willoughby Greenway Amenity Policy, and 5% Neighbourhood Park Land Acquisition Policy.
9. Payment of applicable Neighbourhood Planning Administration fees, supplemental Rezoning fees, Development Engineering and Green Infrastructure Services administration fees, Development Works Agreement (DWA), and Latecomer charges.

That Council consider that Langley Official Community Plan Bylaw 1979 No. 1842 Amendment (Willoughby Community Plan) Bylaw No. 1998 No. 3800 Amendment (Jericho Sub-Neighbourhood Plan) Bylaw 2010 No. 4825 Amendment (Essence Properties Inc.) Bylaw No. 5941 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 authorize staff to schedule the required Public Hearing for Bylaws No. 5941 and 5942.

EXECUTIVE SUMMARY:

Essence Properties Inc. has applied to amend the Jericho Sub-Neighbourhood Plan and rezone approximately 0.96 ha (2.37 ac) of land located at 7889 - 199 Street to Comprehensive Development Zone CD-196 to facilitate development of a future apartment development. Future Development Permit applications for form and character will be required prior to issuance of building permits should Council elect to advance the application.

The proposed development generally supports the objectives of the Willoughby Community Plan and Jericho Sub-Neighbourhood Plan including locating higher densities near arterial roads and close to commercial nodes, staff recommend that Council consider the neighbourhood plan amendment and rezoning request, subject to completion of nine (9) development prerequisites.

PURPOSE:

The purpose of this report is to advise and make recommendations to Council with respect to Jericho Sub-Neighbourhood Plan Amendment Bylaw No. 5941 and Rezoning Bylaw No. 5942.

REFERENCE:

Owner:	Essence Properties Inc. 118, 3950 – 191 Street Surrey, BC V3Z 0Y6
Legal Description:	Lot A Section 22 Township 8 New Westminster District Plan 68321
Location:	7883 - 199 Street
Area:	0.96 ha (2.37 ac)
Willoughby Community Plan:	Multi-Family
Development Permit Area	Area 'B' Residential
Jericho Sub-Neighbourhood Plan:	Sub-Area 7, Low Density Apartment (0.75 FSR)
Existing Zoning:	Suburban Residential Zone SR-2
Proposed Zoning:	Comprehensive Development Zone CD-196

BACKGROUND/HISTORY:

The site is designated by the Jericho Sub-Neighbourhood Plan (Sub-Area 7) as Low Density Apartment. The designation allows a base density of 0.75 FSR (with bonus density up to 1.4 FSR (Gross Developable Land area)) and up to 6-storeys in height and 40% lot coverage.

DISCUSSION/ANALYSIS:

- The applicant has provided a preliminary site plan that proposes approximately 136 apartment units at 1.56 FSR.
- A Class A (red-coded) watercourse exists on the western half of the site. As a condition of development the applicant will be required to dedicate a Streamside Protection and Enhancement Area (SPEA) as well as register a restrictive covenant for protection of the SPEA consistent with Schedule 3 of the Official Community Plan.

Adjacent Uses:

	Existing Use	Neighbourhood Plan Designation	Existing Zoning
North:	A property with an existing single family dwelling.	Sub-Area 7: Townhouse	Suburban Residential Zone SR-2
South:	A property with an existing single family dwelling.	Sub-Area 7: Low Density Apartment	Suburban Residential Zone SR-2
East:	199 Street, beyond which is a property with an existing single family dwelling.	High Density Mixed Use (2.5 FSR)	Suburban Residential Zone SR-2
West:	A property currently under application (ToL Project No. 08-22-0075) to rezone the site for 46 townhouse units.	Townhouse - Bonus	Suburban Residential Zone SR-2

Community / Neighbourhood Plan Amendment:

- The site is designated Low Density Apartment that allows a base density of 0.75 FSR (and bonus density up to 1.4 FSR), 6-storey maximum height and 40% lot coverage.
- Based on the site plan concept and associated information to date, the applicant proposes to increase the FSR to 1.56.

Zoning Amendment:

- Bylaw No. 5942 proposes to rezone the site to a new Comprehensive Development Zone to facilitate future development of approximately 136 apartment units.
- The project complies with the provisions of the site's proposed Comprehensive Development Zone CD-196 zoning in terms of height, use and density.

Development Permit:

The subject property is located in Development Permit Area "B" Residential in the Willoughby Community Plan. Prior to development, the application will be required to submit a Development Permit for the site detailing the specific number of units, landscaping and building form and character.

Community Amenity Contributions:

The Community Amenity Contributions (CAC) Policy applies to the subject rezoning and specifies target contribution amounts based on unit types. As the applicant has proposed more density than permitted by the Jericho Sub-Neighbourhood Plan, the CAC's for the project are required to be increased as specified in the policy. Based on current rates, the CAC calculation for this proposal is as follows:

	Units	Rate	Total
Apartments	136	\$11,000 / unit	\$1,496,000
FSR exceeding Jericho SNP max	55,326 ft ²	\$25 / ft ²	\$1,383,150
Total			\$2,879,150

Tree Protection / Replacement:

Detailed tree management and landscape plans for onsite areas will be provided in conjunction with future development permit applications.

Policy Considerations:

The proposed Jericho SNP amendment and rezoning application will facilitate the development of a future apartment development. In staff's opinion the proposal is consistent with the overall goals and objectives of the Willoughby Community Plan and Jericho Sub-Neighbourhood Plan. Staff recommend that Council give first and second reading to Bylaw Nos. 5941 and 5942 (subject to nine (9) development prerequisites) and authorize staff to schedule the required Public Hearing for the bylaws.

Respectfully submitted,

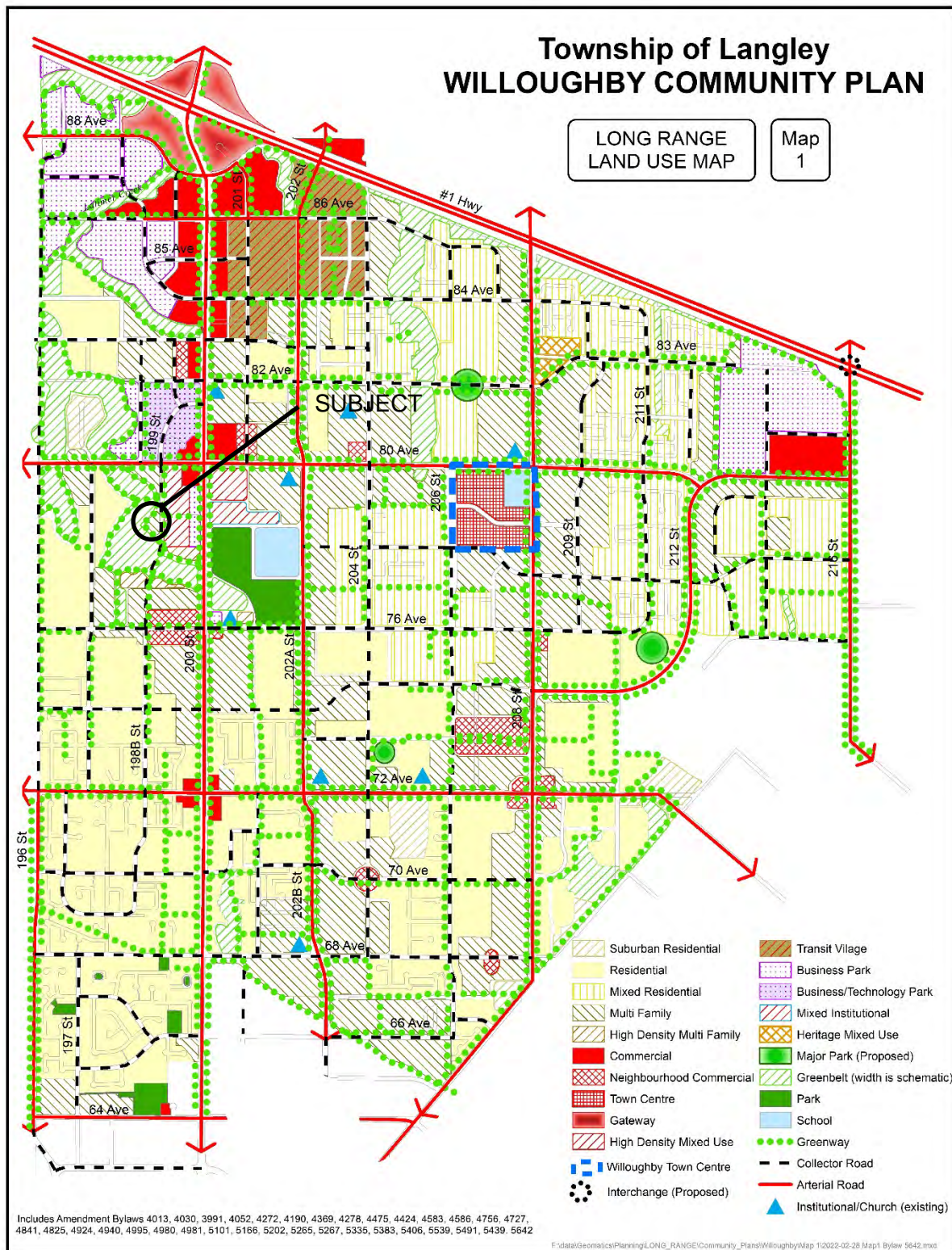
Colin Moore
SENIOR PLANNER
for
COMMUNITY DEVELOPMENT DIVISION

ATTACHMENT A Maps and Graphics

ATTACHMENT A



AERIAL PHOTO



Jericho - Sub-Neighbourhood Plan



LEGEND

 Commercial	 Low Density Multi-Family and Seniors Residential/Institutional	 Greenway
 Townhouse	 Business Park	 Landmark Features
 Low Density Apartment (1.4 FSR)	 Mixed Institutional	PP Pocket Park
 High Density Apartment (2.4 FSR)	 Institutional	 SNP Boundary
 High Density Mixed Use (2.5 FSR)	 Park	

Includes Amendment Bylaw 4957, 5887

F:\data\Geomatics\Planning\LONG_RANGE\Neighbourhood Plans\Willoughby\Jericho\2023\Map_4_LandUseConcept_June26, 2023\1.mxd

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1 PERSPECTIVE VIEW OF THE BUILDING FROM SOUTH EAST CORNER OF THE SITE
AS SHOWN



2 BIRDS EYE VIEW OF THE BUILDING FROM SOUTH EAST CORNER OF THE SITE
AS SHOWN

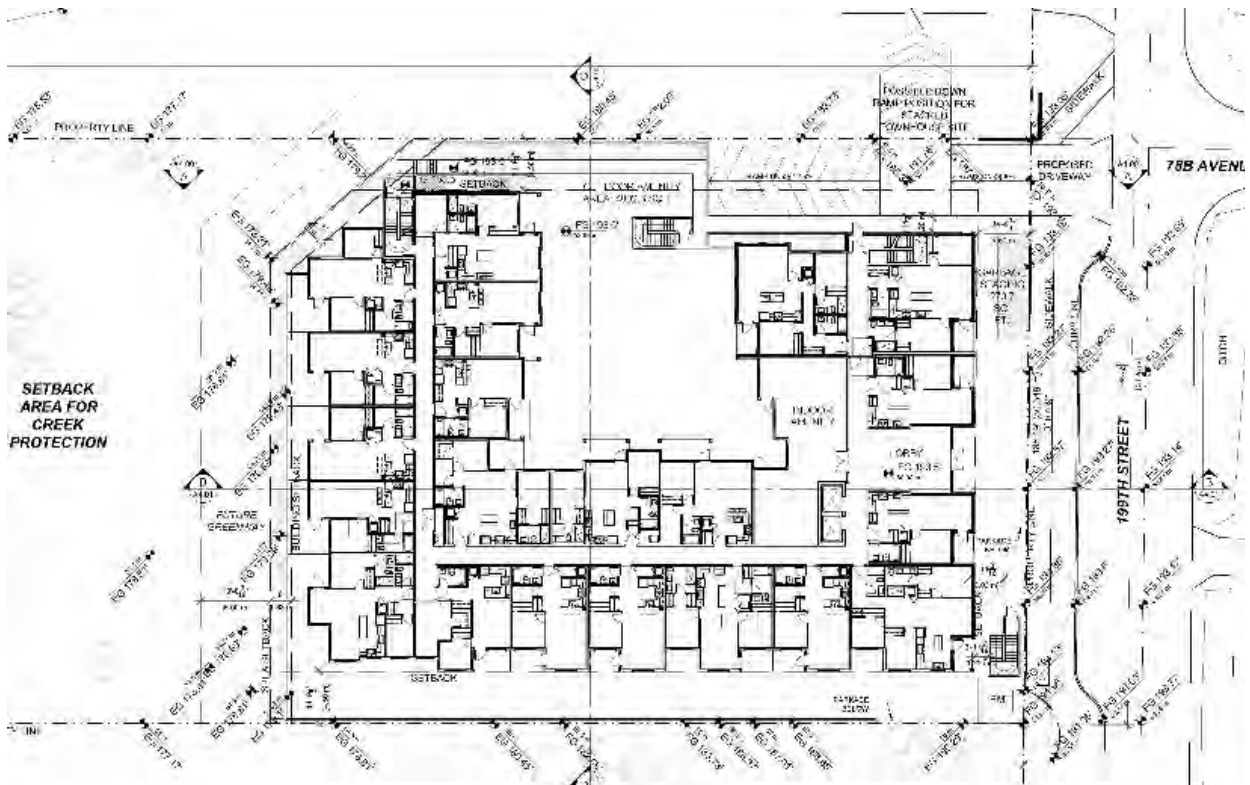


3 BIRDS EYE VIEW OF THE BUILDING FROM SOUTH WEST CORNER OF THE SITE
AS SHOWN



4 PERSPECTIVE VIEW OF THE BUILDING FROM NORTH EAST CORNER OF THE SITE
AS SHOWN

RENDERINGS – SUBMITTED BY APPLICANT

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PROPERTY OPPORTUNITY NOTICE

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

LANGLEY OFFICIAL COMMUNITY PLAN BYLAW 1979 NO. 1842

AMENDMENT (WILLOUGHBY COMMUNITY PLAN) BYLAW 1998 NO. 3800

AMENDMENT (JERICHO SUB-NEIGHBOURHOOD PLAN) BYLAW 2010

NO. 4825 AMENDMENT (ESSENCE PROPERTIES INC.) BYLAW NO. 5941

EXPLANATORY NOTE

Bylaw No. 5941 amends the Jericho Sub-Neighbourhood Plan to increase the permitted floor space in the Low Density Apartment designation up to 1.56 FSR for property located at 7883 – 199 Street to facilitate a multi-family development.

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

**LANGLEY OFFICIAL COMMUNITY PLAN BYLAW 1979 NO. 1842
AMENDMENT (WILLOUGHBY COMMUNITY PLAN) BYLAW 1998 NO. 3800
AMENDMENT (JERICHO SUB-NEIGHBOURHOOD PLAN) BYLAW 2010
NO. 4825 AMENDMENT (ESSENCE PROPERTIES INC.) BYLAW NO. 5941**

A Bylaw to amend Jericho Sub-Neighbourhood Plan Bylaw No. 4825

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

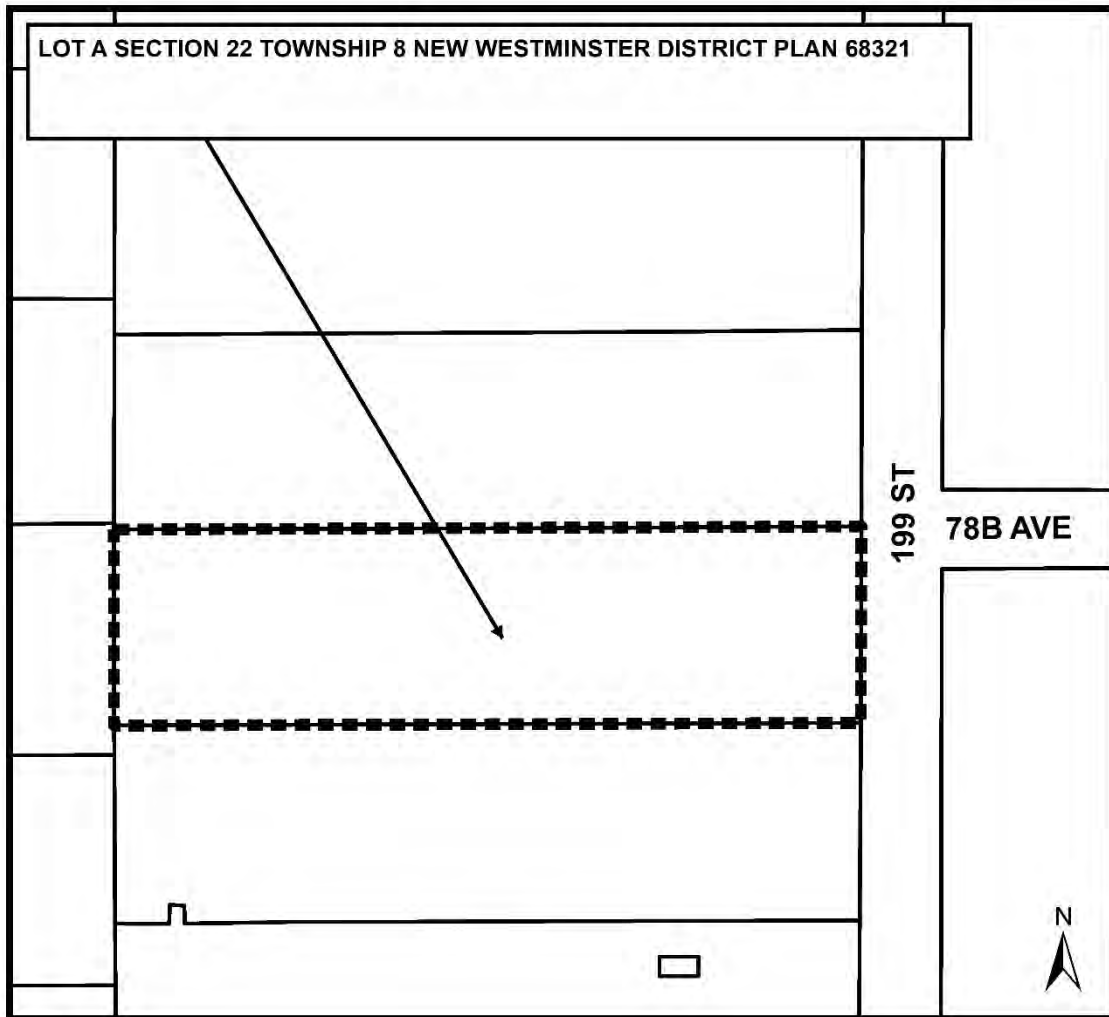
1. This Bylaw may be cited for all purposes as “Langley Official Community Plan Bylaw 1979 No. 1842 (Willoughby Community Plan) Bylaw 1998 No. 3800 Amendment (Jericho Sub-Neighbourhood Plan) Bylaw 2010 No. 4825 Amendment (Essence Properties Inc.) Bylaw No. 5941.
2. Langley Official Community Official Community Plan Bylaw 1979 No. 1842 Amendment (Willoughby Community Plan) Bylaw 1998 No. 3800 Amendment (Jericho Sub-Neighbourhood Plan) Bylaw 2010 No. 4825 as amended is further amended by:
 - a. Adding a dashed black outline to Map 4 – Land Use Concept Plan as shown in Schedule A and adding a symbol to the legend ‘Refer to Table 1.2’.
 - b. Adding the following bullet point below Table 1.1
 - Despite the above density and height provisions, lands identified in dashed black on Map 4: Land Use Concept Plan may be developed in accordance with site specific maximum density and heights as specified in Table 1.2. (N/A indicates where the provisions in Table 1.1 apply) All other provisions of Table 1.1 continue to apply.
 - c. Adding as Table 1.2 the following:

#	Designation	Location	Permitted FSR	Height
1	Low Density Apartment	7883 – 199 Street LT A, SEC 22, TW8, NWD, PL 68321	1.56	N/A

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. 5941



THE CORPORATION OF THE TOWNSHIP OF LANGLEY

**TOWNSHIP OF LANGLEY ZONING BYLAW 1987 NO. 2500
AMENDMENT (ESSENCE PROPERTIES INC.) BYLAW NO. 5942**

EXPLANATORY NOTE

Bylaw No. 5942 rezones 0.96 ha (2.37 ac) of land located at 7883 – 199 Street from Suburban Residential Zone SR-2 to Comprehensive Development Zone CD-196 to accommodate an apartment development.

THE CORPORATION OF THE TOWNSHIP OF LANGLEY

TOWNSHIP OF LANGLEY ZONING BYLAW 1987 NO. 2500 AMENDMENT (ESSENCE PROPERTIES INC.) BYLAW NO. 5942

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 (Essence Properties Inc.) Bylaw No. 5942”.
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-196” after the words “Comprehensive Development Zone CD-195”
 - b. Adding to Section 110.1 after the words “CD-195” the words “CD-196 – 0.3 ha”
 - c. Adding after Section 1095 “Comprehensive Development Zone CD-195” the following as Section 1096 “Comprehensive Development Zone CD-196”

1096 **COMPREHENSIVE DEVELOPMENT ZONE CD-196**

Uses Permitted

- 1096.1 In the CD-196 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*

Density

- 1096.2 The maximum *floor space ratio* of all *buildings* located on lands zoned CD-196 shall not exceed 1.56 FSR.

Lot Coverage

- 1096.3 *Buildings and structures* shall not cover more than 40% of the *lot area*.

Siting of Buildings and Structures

- 1096.4 Siting of *buildings and structure* shall be in accordance with the provisions of the Development Permit.

Height of Buildings and Structures

- 1096.5 The *height of buildings and structures* shall not exceed six *storeys*, plus a rooftop-enclosure to access rooftop amenity.

Parking and Loading

1096.6 Parking and loading shall be provided in accordance with Section 107.

Subdivision Requirements

1096.7 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

1096.8 Landscaping areas, landscaping screens and fencing shall be provided in accordance with the provisions of a Development Permit.

Age Friendly Amenity Area

1096.9 *Age Friendly Amenity Areas* shall be provided in accordance with Section 111.5 and in accordance with the Development Permit.

Development Permit Requirements

1096.10 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:

Lot A Section 22 Township 8 New Westminster District Plan 68321

as shown delineated on Schedule “A” attached to and forming part of this Bylaw to Comprehensive Development Zone CD-196.

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. 5942

