THE CORPORATION OF THE CITY OF VERNON

A G E N D A

PUBLIC HEARING
RECREATION CENTRE AUDITORIUM
MONDAY, SEPTEMBER 28, 2020
5:30 PM

1. CALL TO ORDER

MAYOR Cumming will call the meeting to order and advise that the purpose of the Public Hearing is to consider:

A. "3405 27th Street Rezoning Amendment Bylaw Number 5828, 2020"

B. "2724 Howser Place Land Use Contract Number LTO N#1421, 1978 Discharge Bylaw Number 5829, 2020" AND "2724 Howser Place Rezoning Amendment Bylaw Number 5830, 2020"

2. CONFIRMATION OF PUBLICATION

The CORPORATE OFFICER will provide information as to how the meeting was publicized, as required by Legislation.

3. BYLAW

REZONING APPLICATION FOR 3405 27TH STREET (ZON00352) (P. 3, 6)

A. "3405 27th Street Rezoning Amendment Bylaw Number 5828, 2020"

A Bylaw:

To rezone the property in order to change the use from residential to commercial.

LAND USE CONTACT DISCHARGE AND REZONING APPLICATION FOR 2724 HOWSER PLACE (LUC00016/ZON00347) (P. 19, 22, 25)

B. "2724 Howser Place Land Use Contract Number LTO N#1421, 1978 Discharge Bylaw Number 5829, 2020" AND "2724 Howser Place Rezoning Amendment Bylaw Number 5830, 2020"

Bylaws:

To discharge Land Use Contract #N1421 in order to allow all current bylaws to apply, AND to rezone the property in order to facilitate a future multi-family development.

4. PROCEDURE FOR EACH BYLAW:

a) Brief description of the application by City Staff.

b) Mayor will request the Corporate Officer to indicate any correspondence/petitions received, for the record.

c) Mayor will call for representation from the public in attendance.

i. Microphones are provided for any person(s) wishing to make representation to the meeting.

ii. The Chair will recognize ONLY speakers at the microphones. Speakers may be requested to limit the length of time they speak until all present, who wish to be heard, have been given an opportunity. Thereafter speakers may take another opportunity to speak.

iii. The public and members of Council may ask questions of the applicant and / or City staff in order to clarify details of the project, etc.

iv. Final calls for representation.

5. ADJOURNMENT

THE CORPORATION OF THE CITY OF VERNON

BYLAW NUMBER 5828

A bylaw to amend the City of Vernon
Zoning Bylaw Number 5000

WHEREAS the Council of The Corporation of the City of Vernon has determined to amend the City of Vernon Zoning Bylaw Number 5000;

AND WHEREAS all persons who might be affected by this amendment bylaw have, before the passage thereof, been afforded an opportunity to be heard on the matters herein before the said Council, in accordance with the provisions of Section 464 of the *Local Government Act*, and all amendments thereto;

NOW THEREFORE the Council of The Corporation of the City of Vernon, in open meeting assembled, enacts as follows:

1. This bylaw may be cited as the **"3405 27th Street Rezoning Amendment Bylaw Number 5828, 2020"**.

2. Pursuant to the Official Zoning Map, Schedule "A" attached to and forming part of Bylaw Number 5000, is hereby amended as follows:

That the following legally described lands be rezoned from **"R1 – Estate Lot Residential" to "C4 – Street-Oriented Commercial"**.

Legal Description:

Lot 1, Plan KAP90999, Sec 34, Twp 9, ODYD
(3405 27th Street)

and by changing the Zoning Map accordingly, all in accordance with the bolded area as shown on Schedule "A" attached to and forming part of this bylaw.

BYLAW NUMBER 5828

3. Zoning Bylaw Number 5000 is hereby ratified and confirmed in every other respect.

READ A FIRST TIME this 17th day of August, 2020

READ A SECOND TIME this 17th day of August, 2020

PUBLIC HEARING held this day of , 2020

READ A THIRD TIME this day of , 2020

Approved pursuant to section 52(3)(a) of the *Transportation Act* this _____ day of _____, 20____

_____
for Minister of Transportation & Infrastructure
BYLAW 5828 / eDAS: 2020-02547

ADOPTED this day of , 2020.

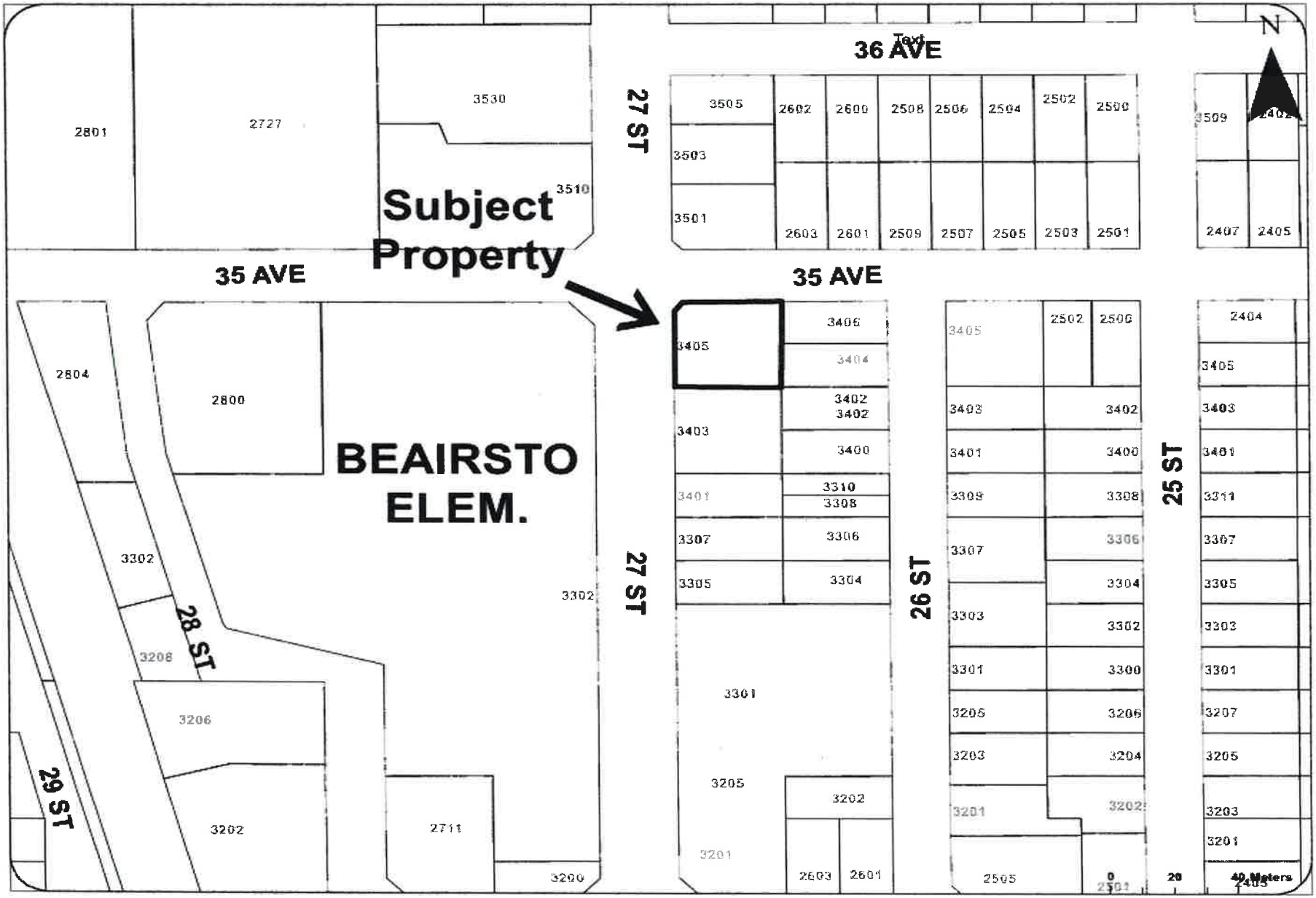
_____ Mayor:

_____ Corporate Officer:

SCHEDULE 'A'

Attached to and Forming Part of Bylaw 5828

"3405 27th Street Rezoning Amendment Bylaw Number 5828, 2020"



THE CORPORATION OF THE CITY OF VERNON
REPORT TO COUNCIL

SUBMITTED BY: Roy Nuriel,
Economic Development Planner

COUNCIL MEETING: REG ☒ COW ☐ I/C ☐
COUNCIL MEETING DATE: August 17, 2020
REPORT DATE: July 23, 2020
FILE: ZON00352

SUBJECT: REZONING APPLICATION FOR 3405 – 27TH STREET

PURPOSE:

To review the application to rezone the subject property from R1 – Estate Lot Residential to C4 – Street Oriented Commercial in order to change the use of the existing property at 3405 – 27th Street from residential to commercial.

RECOMMENDATION:

THAT Council support the application to rezone Lot 1, Plan KAP90999, Sec 34, Twp 9, ODYD (3405 – 27th Street) from R1 – Estate Lot Residential to C4 – Street Oriented Commercial, as outlined in the report titled "Rezoning Application for 3405 – 27th Street" dated July 23, 2020, by the Economic Development Planner, subject to the following conditions:

a) That the owner registers a Section 219 Restrictive Covenant on title of 3405 – 27th Street to prohibit food primary establishments, liquor primary establishments, licensee retail store, food preparation and beverage, food and liquor sales uses on the lands;

b) That the owner is to dedicate road right-of-way widening of approximately 0.31m adjacent to 27th Street on Lot 1, Plan KAP90999, Sec 34, Twp 9, ODYD (3405 – 27th Street); and

c) That the owner is to enter into a Works Contribution Agreement for off-site works along 27th Street adjacent to the subject property.

ALTERNATIVES & IMPLICATIONS:

1. THAT Council not support the application to rezone Lot 1, Plan KAP90999, Sec 34, Twp 9, ODYD (3405 – 27th Street) from R1 – Estate Lot Residential to C4 – Street Oriented Commercial, as outlined in the report titled "Rezoning Application for 3405 – 27th Street" dated July 23, 2020, by the Economic Development Planner.

   Note: This alternative does not support the rezoning application. The current R1 zoning of the subject property would stay in place.

ANALYSIS:

A. Committee Recommendations:

At its meeting of July 21, 2020, the Advisory Planning Committee adopted the following resolution:

"THAT Council support the application to rezone Lot 1, Plan KAP90999, Sec 34, Twp 9, ODYD (3405 – 27th Street) from R1 – Estate Lot Residential to C4 – Street Oriented Commercial, as

outlined in the report titled "Rezoning Application for 3405 – 27th Street" dated July 13, 2020, by the Economic Development Planner, subject to the following conditions:

a) That the owner registers a Section 219 Restrictive Covenant on title of 3405 – 27th Street to prohibit food primary establishments, liquor primary establishments, licensee retail store, food preparation and beverage, food and liquor sales uses on the lands;

b) That the owner is to dedicate road right-of-way widening of approximately 0.31m adjacent to 27th Street on Lot 1, Plan KAP90999, Sec 34, Twp 9, ODYD (3405 – 27th Street); and

c) That the owner is to enter into a Works Contribution Agreement for off-site works along 27th Street adjacent to the subject property".

B. Rationale:

1. The subject property at 3405 – 27th Street, as shown on Figures 1 and 2, is located in the East Hill neighbourhood, at the southeast corner of 27th Street and 35th Avenue and is 0.099 hectare (0.25 ac) in area. Currently, there is an existing single family house on the property (Figure 3). The house was on the City's Heritage Register, however, on March 23, 2009 Council removed the house from the Register following a request by the owner.

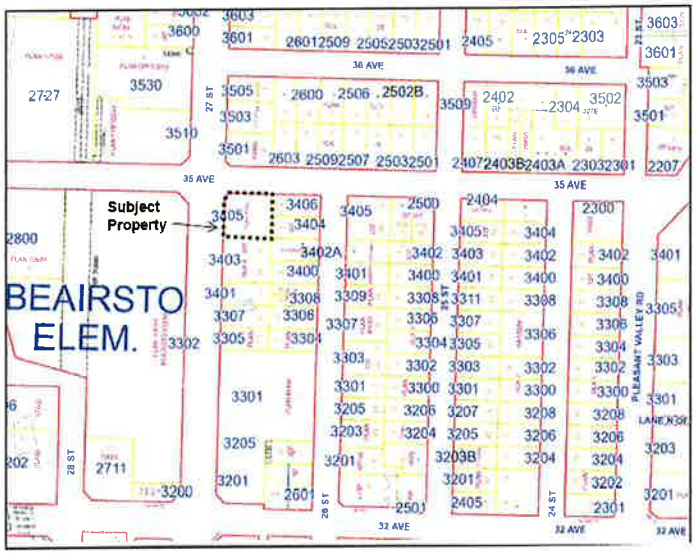


Figure 1: Property Location Map

2. The applicant has submitted a rezoning application to change the use of the existing house into a real estate office. As shown in Attachment 1, and subject to development permit approval, the applicant is proposing an addition of approximately 920 square feet of office and storage space, which would be attached to the north side of the existing building, as well as a new parking space in the rear. The proposed addition would retain the historic character of the building (Figure 3), using similar red bricks, window design and dark pitched roof.

Figure 2: Aerial Photo of Property

3. The property is designated "Mixed Use – Medium Density Commercial and Residential" in the Official Community Plan (OCP) (Attachment 2). The City Centre Neighbourhood Plan designates the site as being within the 27th Street Corridor Character Area. The current zoning is R1 – Estate Lot Residential and reflects the historical residential uses along 27th Street (Attachments 3 and 4). The proposed amendment to rezone to C4 – Street Oriented Commercial (Attachment 5) complies with the land use direction set out in the OCP and the City Centre Neighbourhood Plan.

Other properties along 27th Street, south of 43rd Avenue, have been rezoned over time from residential zones to commercial zones (i.e. C2, C4 and C6), consistent with the policy direction in the OCP and the City Centre Neighbourhood Plan. The planning vision for the 27th Street Corridor, as set out in the City Centre Neighbourhood Plan, is that:

> *"Commercial development will include a mixture of professional offices, retail and commercial establishments, but will be compatible with adjacent residential areas and improve the relationship between vehicles and pedestrians. Streetscape enhancements will occur as buildings will be closer to the street and surface parking is located behind buildings."*

As such, the proposed rezoning and building alteration is in keeping with the OCP and the City Centre Neighbourhood Plan.

4. The subject property is located along the east side of 27th Street and is adjacent to the lower East Hill residential area. In the past, as a condition of approval to rezone a property along the east side of 27th Street, between 28th Avenue and 42nd Avenue, a covenant has been required to be registered on the property title to prohibit uses that may conflict with the quality of life for the adjacent and nearby residences. It is recommended that as a condition of rezoning approval, a covenant be registered to prohibit development of food primary establishments, liquor primary establishments, licensee retail store, food preparation and beverage, food and liquor sales uses on the lands to be rezoned for commercial uses.

Figure 3: Photo of Property

5. 27th Street adjacent to the property is fully built, however, Subdivision and Development Servicing Bylaw #3834 standards require a concrete curb and gutter and sidewalk widening from 1.5m to 2.0m. Administration recommends that as conditions of the rezoning, the owner is to dedicate approximately 0.31m for road right-of-way and enter into a Works Contribution Agreement for off-site works along 27th Street adjacent to the property.

C. Attachments:

Attachment 1 – Proposed alteration plans (floor and elevation plans)
Attachment 2 – OCP map
Attachment 3 – Zoning map
Attachment 4 – R1: Estate Lot Residential zoning district
Attachment 5 – C4: Street Oriented Commercial zoning district

D. Council's Strategic Plan 2019 – 2022 Goals/Action Items:

The subject rezoning involves the following objectives in Council's Strategic Plan 2019 – 2022:

- Focus development in the City Centre, including mixed use and multi family
- Support economic development initiatives that attract skilled labour to the area

E. Relevant Policy/Bylaws/Resolutions:

1. The subject property is designated Mixed Use – Medium Density Commercial and Residential in the Official Community Plan and located within the 27th Street Corridor Character Area in the City Centre Neighbourhood Plan.

2. The property is zoned R1 – Estate Lot Residential as per Zoning Bylaw #5000.

3. At its Regular Meeting of March 23, 2009, Council adopted a resolution to remove the building at 3405 – 27th Street from the Vernon's Heritage Register.

BUDGET/RESOURCE IMPLICATIONS:

N/A

Prepared by:

Aug 5 2020 9:19 AM

X

Roy Nuriel

DocuSign

Roy Nuriel
Economic Development Planner

X

Signer 2

Kim Flick
Director, Community Infrastructure and Development

Approved for submission to Council:

Will Pearce, CAO

Date: 11. AUGUST. 2020

REVIEWED WITH

- ☐ Corporate Services
  - ☐ Bylaw Compliance
  - ☐ Real Estate
- ☐ RCMP
- ☐ Fire & Rescue Services
- ☐ Human Resources
- ☐ Financial Services
- ☒ COMMITTEE: APC (Jul.21/20)
- ☐ OTHER:
- ☐ Operations
  - ☐ Public Works/Airport
  - ☐ Facilities
  - ☐ Utilities
- ☐ Recreation Services
- ☐ Parks
- ☒ Current Planning
- ☒ Long Range Planning & Sustainability
- ☐ Building & Licensing
- ☒ Engineering & Development
- ☐ Infrastructure Management
- ☐ Transportation
- ☒ Economic Development & Tourism

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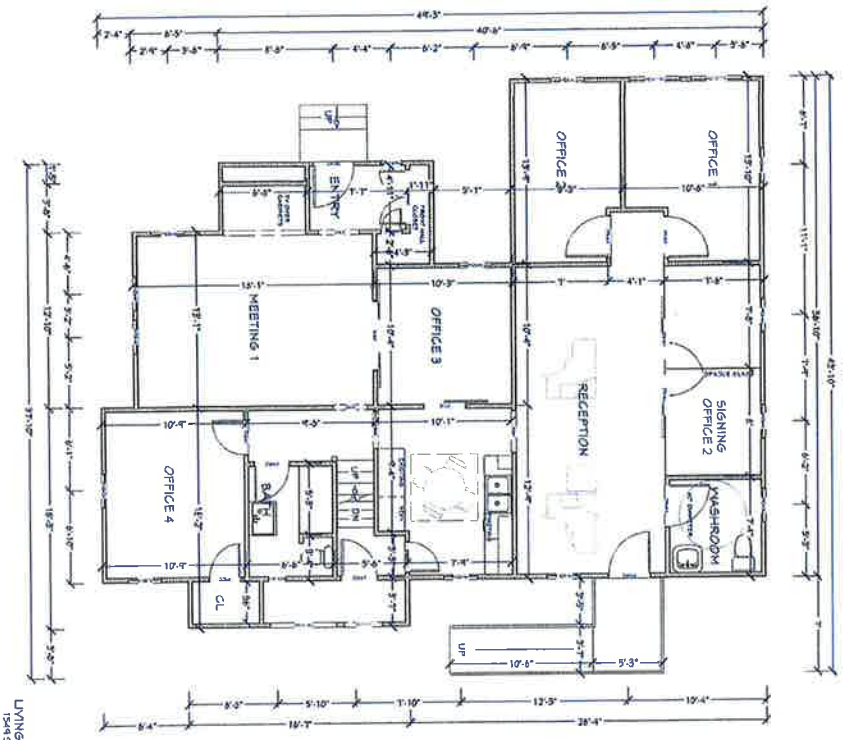
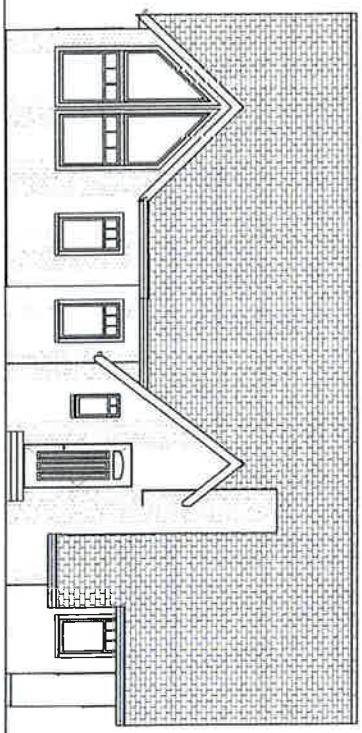
OPTION A - FLOOR PLAN

Scale 1/4 in = 1ft



OPTION A - 3D

OPTION A - FRONT ELEVATION



Keith Construction
8205 Aberdeen Road
Coldstream, B.C. V1B 2L9
ph. 250-545-1300 fax. 250-545-1380
www.keithconstruction.ca

DATE APR 7, 2020	DRAWN BY
REVISED	INITIALS
APR 20, 2020	AS-BUILT PLANS
MAY 04, 2020	INITIAL CONCEPTS
MAY 08, 2020	GARAGE PARKING LAYOUT
JUN 01, 2020	FOUNDATION PLAN + STAIRS
JUN 22, 2020	RELOCATE ACCORDING TO SURVEY
JUL 14, 2020	UPDATED OPTIONS

COLDWELL BANKERS, CARLA
3405 27 Street
Vernon, BC

DO NOT SCALE THESE DRAWINGS

LATITUDE: 50.2611100N
LONGITUDE: -119.2661900W

Lot 1, KAP40899, Section 34, ODYD, Plan 84001, PID 026-249-809

OPTION A

SHEET 13 of 15

MATERIAL SPECIFICATIONS

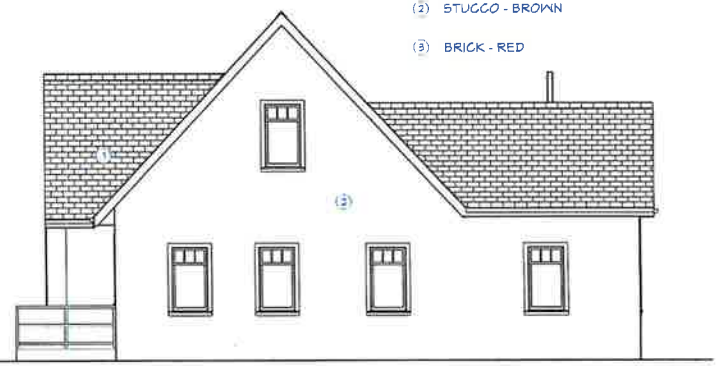
(1) ASPHALT SHINGLES - BROWN

(2) STUCCO - BROWN

(3) BRICK - RED

WEST ELEVATION

Scale 1/4 in = 1ft

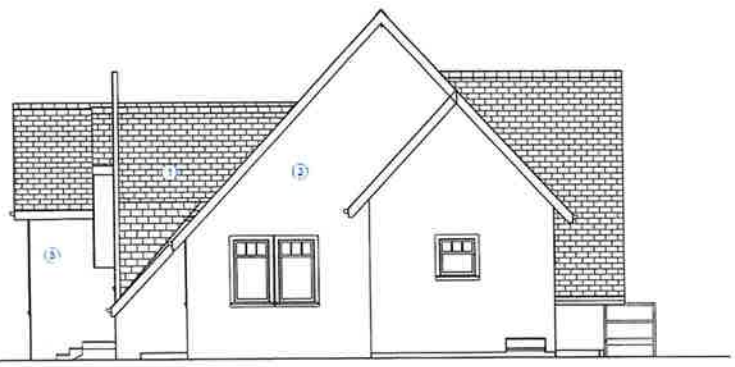


NORTH ELEVATION

Scale 1/4 in = 1ft

SOUTH ELEVATION

Scale 1/4 in = 1ft



EAST ELEVATION

Scale 1/4 in = 1ft

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SHEET 8 of 14

DO NOT SCALE THESE DRAWINGS

LATITUDE: 50.26111°00N
LONGITUDE: -119.2661°00W

COLDWELL BANKERS, CARLA
3405 21 Street
Vernon, BC

Lot 1, KAPIDWEE, Section 34, ODYD, Rail 64001, PID 025-245-606

ELEVATIONS

Keith Construction
8205 Aberdeen Road
Coldstream, B.C. V1B 2L9
ph. 250-545-1300 fax. 250-545-1380
www.keithconstruction.ca

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RENDERINGS

No Scale

FRONT

BACK

Keith Construction
8205 Aberdeen Road
Coldstream, B.C. V1B 2L9
ph. 250-545-1300 fax. 250-545-1380
www.keithconstruction.ca

DATE Apr 19 2020	DRAWN BY
REVISED NOTES	INITIALS
APR 22, 2020 AS BUILT PLANS	CKH
MAY 04, 2020 INITIAL CONCEPTS	CKH
MAY 06, 2020 CHANGE PUMPED LAYOUT	CKH
JUN 01, 2020 FOUNDATION PLAN - STAIRS	CKH
JUN 12, 2020 RELOCATE ACCORDING TO SURVEY	CKH
JUL 14, 2020 UPDATED OPTIONS	CKH
JUL 21, 2020 FLOOR PLANS AND ELEVATIONS	CKH

COLDWELL BANKERS, CARLA
3405 27 Street
Vernon, BC

DO NOT SCALE THESE DRAWINGS

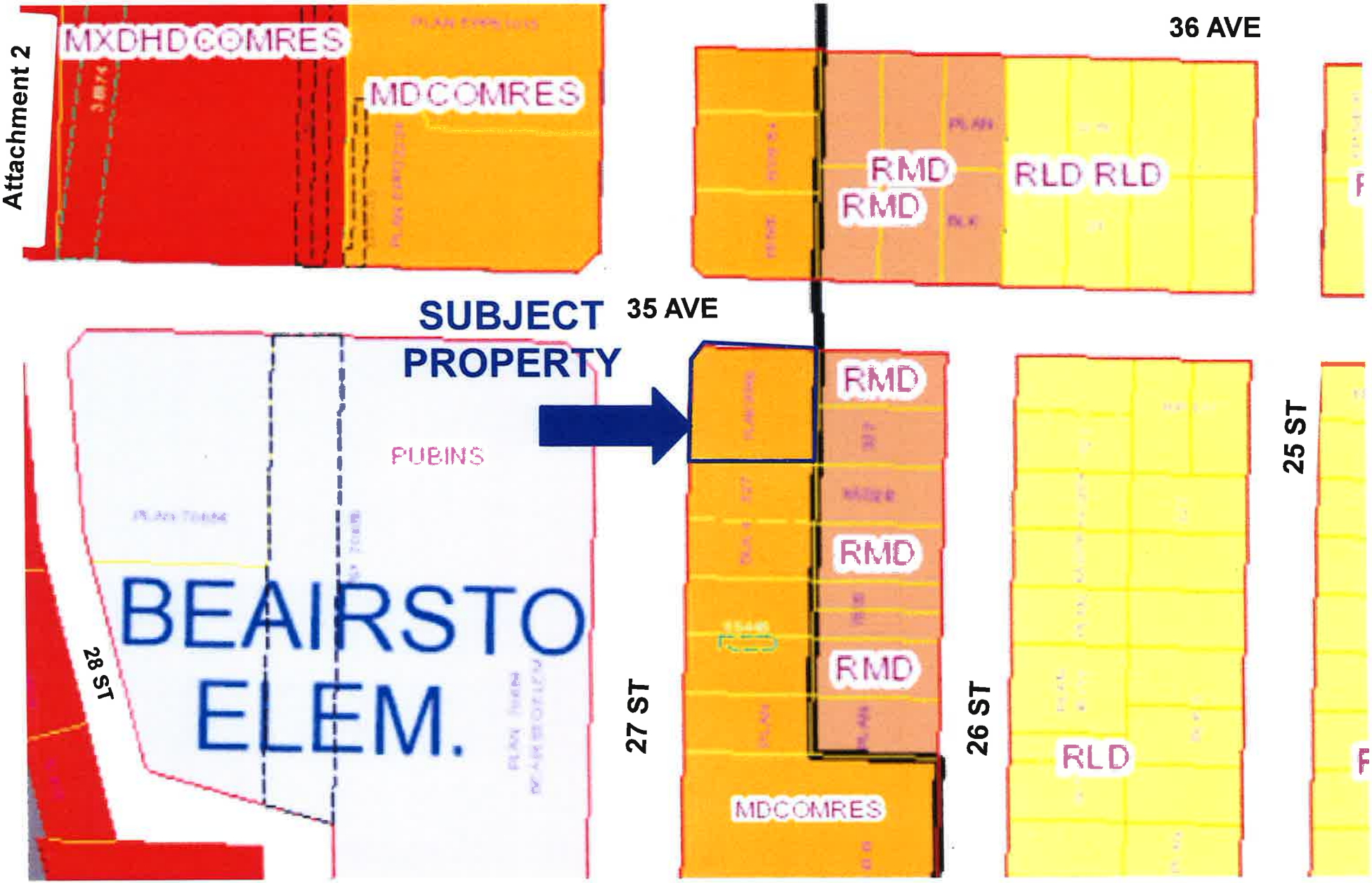
LATITUDE: 50 26'11"00N
LONGITUDE: -119 26'19"0W

Lot 1, KAMLOOPS, Section 34, ODYD, Plan 24001, PID 025-249-806

RENDERINGS

SHEET 9 of 14

Attachment 2



PUBINS – Public & Institutional
RMD – Residential – Medium Density
RLD – Residential – Low Density
MDCOMRES – Mixed Use – Medium Density Commercial & Residential
MXDHDCOMRES – Mixed Use – High Density Commercial & Residential

OCP Designation

ZON00352/DP000859

Attachment 3

P2 – Public Institutional
C4 – Street - Oriented Commercial
C3 – Mixed – Use Commercial
C2 – Transitional Commercial
C11 – Service Commercial
Private Institutional
RM2 – Multiple Housing Residential
R1 – Estate Lot Residential

Zoning Designation

ZON00352/DP00859

R1

9.2 R1 : Estate Lot Residential

9.2.1 Purpose

The purpose is to provide a **zone** for **single detached housing**, and compatible uses, on larger urban serviced **lots**. The R1c sub-zoning district allows for **care centre, major** as an additional use. The R1h sub-zoning district allows for **home based business, major** as an additional use. *(Bylaw 5467)*

9.2.2 Primary Uses

- **care centre, major** *(use is only permitted with the R1c sub-zoning district)*
- **single detached housing**

9.2.3 Secondary Uses

- **boarding rooms**
- **bed and breakfast homes** (in single detached housing only) *(Bylaw 5498)*
- **care centres, minor**
- **group home, minor**
- **home based businesses, minor**
- **home based businesses, major** *(use is only permitted with the R1h sub-zoning district)*
- **secondary suites**
- **seniors supportive housing**

9.2.4 Subdivision Regulations

- Minimum **lot width** is 24.0m.
- Minimum **lot area** is 740m^2, or 10,000m^2 if not serviced by a **community sewer system**.
- Maximum **density** is 30.0 units per gross hectare (12.0 units/gross acre).

9.2.5 Development Regulations

- Maximum **site coverage** is 40% and together with driveways, parking areas and **impermeable surfaces** shall not exceed 50%.
- Maximum **height** is the lesser of 10.0m or 2.5 **storeys**, except it is 4.5m for **secondary buildings** and **secondary structures**.
- Minimum **front yard** is 7.5m.
- Minimum **side yard** is 2.5m, except it is 7.5m from a **flanking street**. Where there is no direct vehicular access to the **rear yard** or to an attached garage or **carport**, one **side yard** shall be at least 3.0m.
- Minimum **rear yard** is 7.5m, except it is 1.0m for **secondary buildings**. Where the **lot width** exceeds the **lot depth**, the minimum **rear yard** is 4.5m provided that one **side yard** shall have a minimum width of 4.5m.
- The maximum **height** of any vertical wall element facing a **front**, **flanking** or **rear yard** (including **walkout basements**) is the lesser of 6.5m or 1.5 **storeys**, above which the **building** must be **set back** at least 1.2m.

9.2.6 Other Regulations

- There shall be no more than one **single detached house** per **lot**.
- Where **development** has access to a rear **lane**, vehicular access to the **development** is only permitted from the rear **lane**.

- For **seniors supportive housing,** a safe drop-off area for patrons shall be provided on the **site.**

- In addition to the regulations listed above, other regulations may apply. These include the general **development** regulations of Section 4 (secondary **development**, **yards**, projections into **yards**, lighting, agricultural setbacks, etc.); the specific use regulations of Section 5; the **landscaping** and fencing provisions of Section 6; and, the parking and loading regulations of Section 7.
- **Seniors supportive housing** shall be for no more than four residents. *(Bylaw 5467)*
- As per Section 4.10.2 - All **buildings** and **structures**, **excluding perimeter fencing (garden walls and fences)** on **lots abutting** City Roads as identified on Schedule "B" shall not be sited closer to the City Road than the setback as per the appropriate zone measured from the offset Rights of Way as illustrated on Schedule "B". *(Bylaw 5440)*

10.4 C4 : Street-Oriented Commercial

C4

10.4.1 Purpose

The purpose is to provide a **zone** for neighbourhood scale, pedestrian-oriented commercial **development** along major **streets**.

10.4.2 Primary Uses

- **apartment housing**
- **artist studios**
- **brewing and distilling, class A**
- **care centres, major**
- **commercial schools**
- **community recreation centre**
- **cultural exhibits, private**
- **emergency protective services**
- **financial services**
- **food primary establishments**
- **gas bars, where in active use prior to January 1, 2004**
- **group home, major**
- **health services**
- **hostels** *(Bylaw 5788)*
- **offices**
- **personal services**
- **parks, public**
- **retail cannabis sales** *(Bylaw 5731)*
- **retail stores, convenience**
- **retail stores, general**
- **row housing**
- **seniors assisted housing**
- **seniors residential care**
- **seniors supportive housing**
- **temporary shelter services**
- **used goods stores**

10.4.3 Secondary Uses

- **care centres, minor**
- **home based businesses, minor**

10.4.4 Subdivision Regulations

- Minimum **lot width** is 13.0m, except it is 22.0m if there is no **abutting lane**.
- Minimum **lot area** is 450m^2, except it is 1300m^2 if there is no **abutting lane**.

10.4.5 Development Regulations

- Maximum commercial **floor space ratio** is 1.5. In addition, a residential **floor space ratio** of 0.3 is permitted for a total **floor space ratio** of 1.8.
- Where **parking spaces** are provided completely beneath habitable space of a primary **building** or beneath useable common amenity areas, providing that in all cases the **parking spaces** are screened from view, an additional **floor space ratio** of 0.2 is permitted. Where all the required parking is not accommodated completely beneath the habitable space of a primary **building** or useable common amenity

areas, the **floor space ratio** permitted shall be determined through multiplying the additional 0.2 **floor space ratio** by the percentage of parking proposed to be provided beneath habitable space of a primary **building** or useable common amenity areas.

- Maximum **site coverage** is 50%.
- Maximum **height** is the lesser of 12.0m or 3.0 **storeys**.
- Minimum **front yard** is 3.0m.
- Minimum **side yard** is 0.0m, except it is 3.0m for a **flanking street** or where the **site abuts** a residential **zone**.
- Minimum **rear yard** is 6.0, except it is 1.5m for **secondary buildings**.

10.4.6 Other Regulations

- **Apartment housing, major care centres, seniors assisted housing and seniors supportive housing** are only allowed above the **first storey** and require a separate at-grade access from the **commercial uses**.
- A minimum area of 5.0m^2 of private open space shall be provided per **bachelor dwelling**, **seniors assisted housing or seniors supportive housing** unit or group home **bedroom**, 10.0m^2 of private open space shall be provided per 1 **bedroom dwelling**, and 15.0m^2 of private open space shall be provided per **dwelling** with more than 1 **bedroom**.
- While vehicular access to a **lot** is permitted from the front, parking areas shall not be constructed in the **front yard**, but on the side or rear of the **lot**.
- For **seniors assisted housing, seniors residential care and seniors supportive housing,** a safe drop-off area for patrons shall be provided on the **site.**
- In addition to the regulations listed above, other regulations may apply. These include the general **development** regulations of Section 4 (secondary **development**, **yards**, projections into **yards**, lighting, agricultural setbacks, temporary shelters, etc.); the specific use regulations of Section 5; the **landscaping** and fencing provisions of Section 6; and, the parking and loading regulations of Section 7. *(Bylaw 5788)*
- As per Section 4.10.2 - All **buildings** and **structures**, **excluding perimeter fencing (garden walls and fences)** on **lots abutting** City Roads as identified on Schedule "B" shall not be sited closer to the City Road than the setback as per the appropriate zone measured from the offset Rights of Way as illustrated on Schedule "B". *(Bylaw 5440)*

THE CORPORATION OF THE CITY OF VERNON

BYLAW NUMBER 5829

A bylaw to authorize the discharge of Land Use Contract Bylaw Number LTO #N1421, 1978

WHEREAS the owner of Lot A, Plan 34882, District Lot 66, ODYD (2724 Howser Place) has requested that Council of The Corporation of the City of Vernon discharge "Land Use Contract Bylaw Number LTO #N1421, 1978" and all amendments thereto;

AND WHEREAS Section 546 of the *Local Government Act* permits a municipality to discharge a Land Use Contract by bylaw, with the agreement of the local Council and the owner of any parcel that is described in the bylaw as being covered by the Land Use Contract;

NOW THEREFORE the Council of The Corporation of the City of Vernon, in open meeting assembled, enacts as follows:

1. This bylaw may be cited for all purposes as **"2724 Howser Place Land Use Contract Number LTO #N1421, 1978 Discharge Bylaw Number 5829, 2020"**.

2. That the Corporation of the City of Vernon be and is hereby authorized to discharge Land Use Contract Bylaw Number LTO #N1421, 1978 registered as N1421, being registered against the following described lands in the Land Title Office, Kamloops, B.C.:

Lot A, District Lot 66, ODYD, Plan 34882
(2724 Howser Place)

as shown as outlined on the plan attached hereto as **Schedule "A"**.

3. That the Mayor and Corporate Officer be and are hereby authorized to execute the necessary discharge documents on behalf of The Corporation of the City of Vernon, and generally to do all things necessary to give effect to the matters set out herein.

READ A FIRST TIME this 17th day of August, 2020.

READ A SECOND TIME this 17th day of August, 2020.

PUBLIC HEARING held in accordance with the requirements of the *Local Government Act* this day of , 2020.

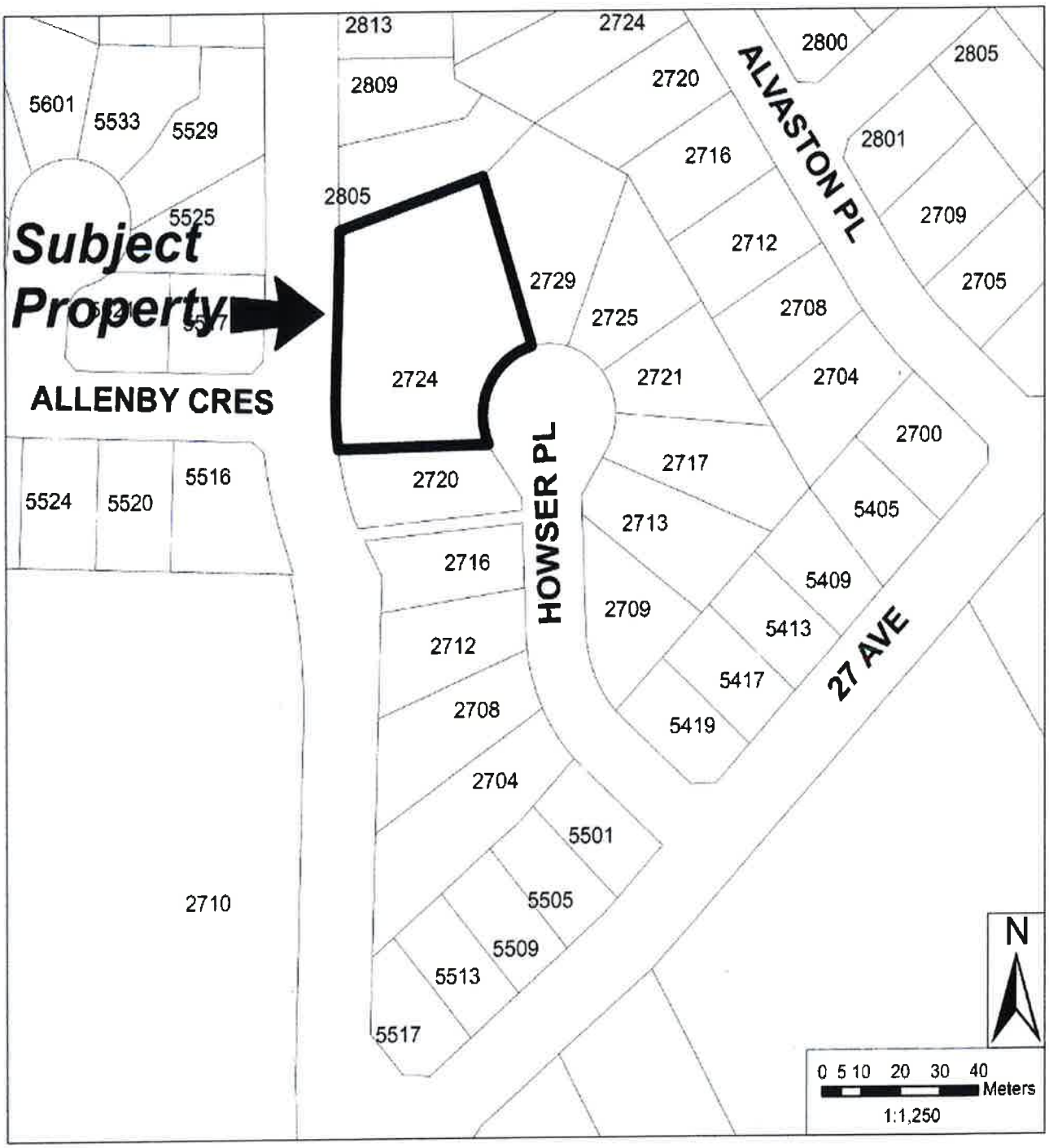
READ A THIRD TIME this day of , 2020.

ADOPTED THIS day of , 2020.

Mayor

Corporate Officer

Schedule 'A'
Attached to and forming part of Bylaw 5829
"2724 Howser Place Land Use Contract Number LTO #N1421, 1978 Discharge Bylaw Number 5829, 2020"



THE CORPORATION OF THE CITY OF VERNON

BYLAW NUMBER 5830

A bylaw to amend the City of Vernon
Zoning Bylaw Number 5000

WHEREAS the Council of The Corporation of the City of Vernon has determined to amend the City of Vernon Zoning Bylaw Number 5000;

AND WHEREAS all persons who might be affected by this amendment bylaw have, before the passage thereof, been afforded an opportunity to be heard on the matters herein before the said Council, in accordance with the provisions of Section 464 of the *Local Government Act*, and all amendments thereto;

NOW THEREFORE the Council of The Corporation of the City of Vernon, in open meeting assembled, enacts as follows:

1. This bylaw may be cited as the **"2724 Howser Place Rezoning Amendment Bylaw Number 5830, 2020"**.

2. Pursuant to the Official Zoning Map, Schedule "A" attached to and forming part of Bylaw Number 5000, is hereby amended as follows:

That the following legally described lands be rezoned from **"R2 – Large Lot Residential"** ***to*** **"R5 – Four-plex Housing Residential"**.

Legal Description:
Lot A, District Lot 66, ODYD, Plan 34882 **(2724 Howser Place)**

and by changing the Zoning Map accordingly, all in accordance with the bolded area as shown on Schedule "A" attached to and forming part of this bylaw.

BYLAW NUMBER 5830

3. Zoning Bylaw Number 5000 is hereby ratified and confirmed in every other respect.

READ A FIRST TIME this 17th day of August, 2020

READ A SECOND TIME this 17th day of August, 2020

PUBLIC HEARING held this day of , 2020

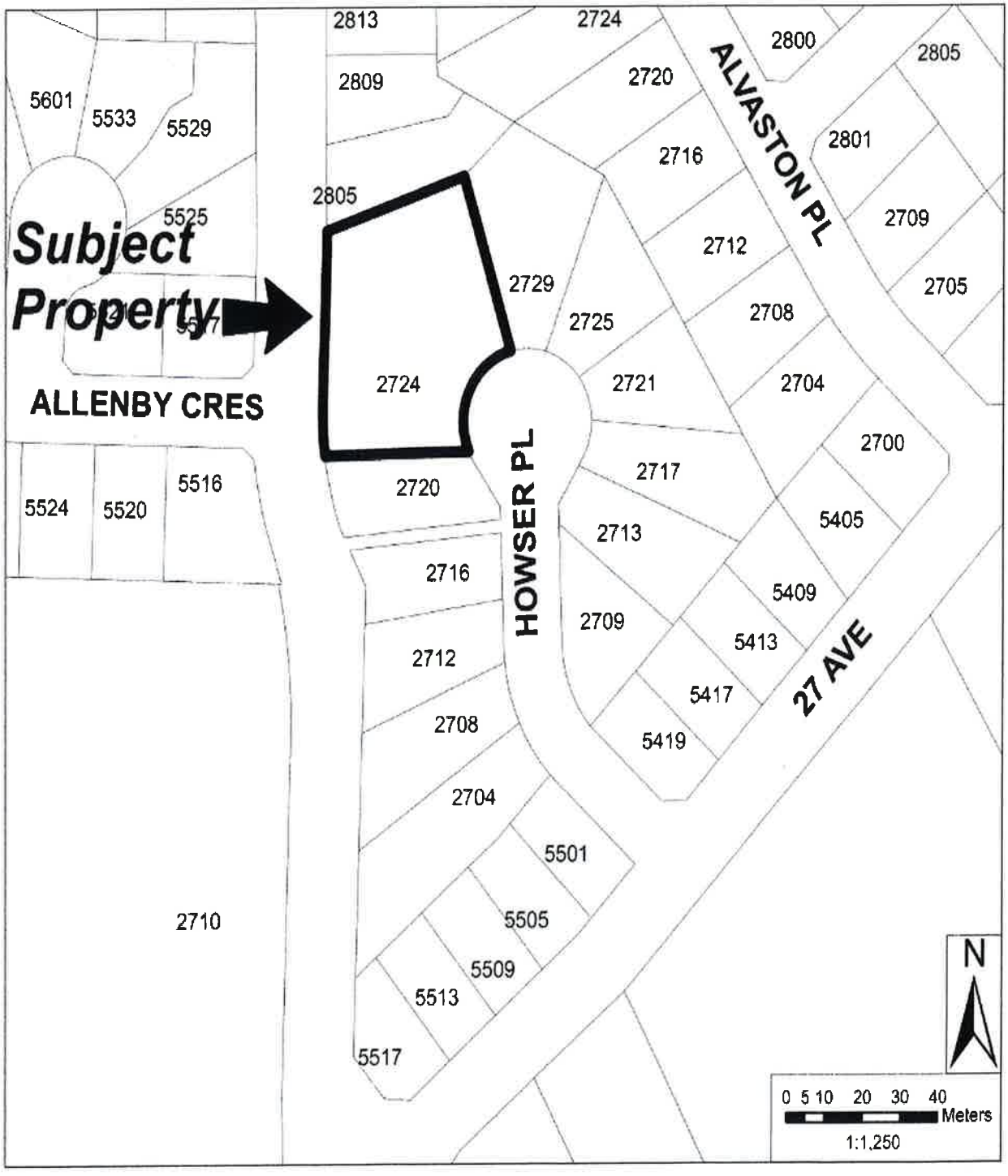
READ A THIRD TIME this day of , 2020

ADOPTED this day of , 2020.

Mayor:

Corporate Officer:

SCHEDULE 'A'
Attached to and Forming Part of Bylaw 5830
"2724 Howser Place Rezoning Amendment Bylaw Number 5830, 2020"



THE CORPORATION OF THE CITY OF VERNON
REPORT TO COUNCIL

SUBMITTED BY: Carie Liefke, Planning Assistant

COUNCIL MEETING: REG ☒ COW ☐ I/C ☐
COUNCIL MEETING DATE: August 17, 2020
REPORT DATE: July 29, 2020
FILE: ZON00347 and LUC00016

SUBJECT: **REZONING AND LAND USE CONTRACT DISCHARGE APPLICATIONS FOR 2724 HOWSER PLACE**

PURPOSE:

To review the rezoning and land use contract discharge applications on the property located at 2724 Howser Place in order to allow low-density multi-family development.

RECOMMENDATION:

THAT Council support the application (LUC00016) to discharge Bylaw #2623, being Land Use Contract (LTO #N1421), from the title of Lot A District Lot 66 ODYD Plan 34882 (2724 Howser Place) to allow all current bylaws to be applied to development of the subject property;

AND FURTHER, that Council support the application (ZON00347) to rezone Lot A District Lot 66 ODYD Plan 34882 (2724 Howser Place) from R2 – Large Lot Residential to R5 – Four-plex Housing Residential in order to allow up to 30 units per hectare to be developed on the subject property;

AND FURTHER, that Council's support of ZON00347 is subject to the following:

a) Prior to final adoption of the rezoning bylaw, the multi-family Development Permit be ready to be issued and that any required variance to Zoning Bylaw #5000, as amended, be evaluated by Council and approved if appropriate.

ALTERNATIVES & IMPLICATIONS:

1. THAT Council support the application (LUC00016) to discharge Bylaw #2623, being Land Use Contract (LTO #N1421), from the title of Lot A District Lot 66 ODYD Plan 34882 (2724 Howser Place) to allow all current bylaws to be applied to development of the subject property;

   AND FURTHER, that Council not support the application (ZON00347) to rezone Lot A District Lot 66 ODYD Plan 34882 (2724 Howser Place) from R2 – Large Lot Residential to R5 – Four-plex Housing Residential.

   Note: This alternative supports the requested Land Use Contract discharge but does not support the requested rezoning amendment. As a result, the land would need to be developed in accordance with the R2 – Large Lot Residential zoning district.

ANALYSIS:

A. Committee Recommendations:

At its meeting of July 21, 2020, the Advisory Planning Committee passed the following resolution:

THAT the Advisory Planning Committee recommends that Council support the application (LUC00016) to discharge Bylaw #2623, being Land Use Contract (LTO #N1421), from the title of Lot A District Lot 66 ODYD Plan 34882 (2724 Howser Place) to allow all current bylaws to be applied to development of the subject property;

AND FURTHER, that the Advisory Planning Committee recommends that Council support the application (ZON00347) to rezone Lot A District Lot 66 ODYD Plan 34882 (2724 Howser Place) from R2 – Large Lot Residential to R5 – Four-plex Housing Residential in order to allow up to 30 units per hectare to be developed on the subject property.

B. Rationale:

1. The subject property is located at 2724 Howser Place (Figures 1 and 2). The land has been designated as Residential Low Density (RLD) within the Official Community Plan and is in the R2 – Large Lot Residential zoning district of Zoning Bylaw #5000 (Attachment 1). The land is also subject to the provisions of Land Use Contract N1421 (Attachment 2).

Figure 1: Location Map

2. The land originally comprised two lots, Lot 6 Plan 33321 and Lot 3 Plan 33826, which were consolidated in 1984 to create the existing Lot A Plan 34882 (Attachment 3). The current lot is 2,405m^2 in size and developed with a single family dwelling with a detached garage.

3. The applicant has proposed to discharge the Land Use Contract and rezone the land from R2 – Large Lot Residential to R5 – Four-Plex Housing Residential in order to facilitate a future multi-family development. The R5 zoning district would permit a maximum of 30 dwelling units per hectare; the total lot area is 2,405m^2 therefore a maximum of 7 dwelling units could be constructed.

Figure 2: Aerial Photo

4. If the land is successfully rezoned to the R5 zoning district and the Land Use Contract discharged, the applicant intends to subdivide the property into two lots. Proposed Lot 1 would be approximately 834m^2 and the existing single family dwelling would be retained. The remainder lot would be approximately 1,571m^2 and would be developed with a maximum of 4 dwelling units. Two site plan options for the multi-family site have been submitted for review (Attachment 4), with the developer preferring Option A. Option A is for a four-plex whereas Option B is for two semi-detached buildings. Should it be deemed necessary, a restrictive covenant could be registered on title

to restrict the primary uses permitted on the site (i.e. allow single detached, semi-detached, three-plex housing, etc. but not permit other uses).

5. The broader neighbourhood currently consists of several multi-family developments (i.e. Grace Lands at 2710 Allenby Way, Vernon Native Housing at 5545 27th Avenue, and Bella Vista Villa at 3020 Allenby Way), though all properties on Howser Place currently consist of only single family dwellings.

6. The proposed multi-family infill development can be added to this neighbourhood in a manner that is respectful to the existing single family homes. Through the development permit process, the City can ensure that the buildings are designed to relate to the existing neighbourhood in terms of scale, building orientation and character. It is recommended that a Development Permit be ready to be issued prior to adoption of the rezoning bylaw.

7. The property is located within one kilometre of shopping (150m), parks (600m), and schools (925m), therefore the site is suitably located for sensitive infill development.

8. The land has road frontage on Howser Place and Allenby Way. All future development would be required to have access from Howser Place only in accordance with Subdivision and Development Servicing Bylaw #3843 Schedule B.

9. Land use contracts were widely used in B.C. from 1971 to 1977. They essentially formed site specific zoning and development regulations. The use of land use contracts was discontinued in 1977.

   Under Bill 17, the Miscellaneous Statutes Amendment Act 2014, all land use contracts in the Province will be automatically terminated and deemed to be discharged from title and, as of June 30, 2024, any remaining land use contracts on title would have no legal binding force or effect. There are numerous land use contracts in place within the City of Vernon. Administration has been working with applicants to discharge the land use contracts as those properties come forward for redevelopment or improvements, such as the subject application.

10. Administration supports the discharge of the Land Use Contract and the rezoning amendment for the following reasons:

    a) Provincial legislation will terminate all Land Use Contracts in the province on June 30, 2024;

    b) Rezoning the subject property from R2 to R5 conforms to the OCP Future Land Use designation of Residential Low Density, and

    c) Details concerning building siting and design would be addressed prior to final bylaw adoption during the Development Permit review process.

C. Attachments:

Attachment 1 – Zoning Bylaw #5000: R2 – Large Lot Residential zoning district
R5 – Four-Plex Housing Residential zoning district
Attachment 2 – Land Use Contract N1421
Attachment 3 – Lot A Plan 34882 consolidation subdivision plan
Attachment 4 – Preliminary development plans

D. Council's Strategic Plan 2019 – 2022 Goals/Action Items:

The subject application involves the following goals/action items in Council's Strategic Plan 2019 – 2022:

- Promote transit-oriented housing and mixed-use development

E. Relevant Policy/Bylaws/Resolutions:

1. Official Community Plan

   7.3 Support the development of the City Centre District, neighbourhood centres, and designated multiple family areas to the densities outlined in the OCP to build compact, complete neighbourhood areas within the community and to achieve the maximum use of municipal infrastructure.

BUDGET/RESOURCE IMPLICATIONS:

N/A

Prepared by:

Aug 10 2020 4:51 PM

X Craig Broderick

Craig Broderick

DocuSign

Carie Liefke
Planning Assistant

Aug 10 2020 4:55 PM

X Kim Flick

Kim Flick

DocuSign

Kim Flick
Director, Community Infrastructure and Development

Approved for submission to Council:

Will Pearce, CAO

Date: 11. August 2020

REVIEWED WITH

- ☐ Corporate Services
  - ☐ Bylaw Compliance
  - ☐ Real Estate
- ☐ RCMP
- ☐ Fire & Rescue Services
- ☐ Human Resources
- ☐ Financial Services
- ☒ COMMITTEE: APC (Jul.21/20)
- ☐ OTHER:
- ☐ Operations
  - ☐ Public Works/Airport
  - ☐ Facilities
  - ☐ Utilities
- ☐ Recreation Services
- ☐ Parks
- ☒ Current Planning
- ☐ Long Range Planning & Sustainability
- ☐ Building & Licensing
- ☐ Engineering Development Services
- ☐ Infrastructure Management
- ☐ Transportation
- ☐ Economic Development & Tourism

G:\3000-3699 LAND ADMINISTRATION\3360 ZONING AND REZONING\20 APPLICATIONS\ZON00347\2 PROC\Rpt\200716_cl_APC_Rpt_ZON00347-LUC00016.docx

9.3 R2 : Large Lot Residential

R2

9.3.1 Purpose

The purpose is to provide a **zone** for **single detached housing**, and compatible **secondary uses**, on large sized urban serviced **lots**. The R2c sub-zoning district allows for **care centre, major** as an additional use. The R2h sub-zoning district allows for **home based business, major** as an additional use. *(Bylaw 5467)*

9.3.2 Primary Uses

- **care centre, major** *(use is only permitted with the R2c sub-zoning district)*
- **single detached housing**

9.3.3 Secondary Use

- **boarding rooms**
- **bed and breakfast homes** (in single detached housing only) *(Bylaw 5498)*
- **care centres, minor**
- **group home, minor**
- **home based businesses, minor**
- **home based businesses, major** *(use is only permitted with the R2h sub-zoning district)*
- **secondary suites**
- **seniors supportive housing**

9.3.4 Subdivision Regulations

- Minimum **lot width** is 18.0m.
- Minimum **lot area** is 557m², or 10,000m² if not serviced by a **community sewer system**.

9.3.5 Development Regulations

- Maximum **site coverage** is 40% and together with driveways, parking areas and **impermeable surfaces** shall not exceed 50%.
- Maximum **height** is the lesser of 10.0m or 2.5 **storeys**, except it is 4.5m for **secondary buildings** and **secondary structures**.
- Minimum **front yard** is 5.0m.
- Minimum **side yard** is 1.5m, except it is 5.0m from a **flanking street**. Where there is no direct vehicular access to the **rear yard** or to an attached garage or **carport**, one **side yard** shall be at least 3.0m.
- Minimum **rear yard** is 7.5m, except it is 1.0m for **secondary buildings**. Where the **lot width** exceeds the **lot depth**, the minimum **rear yard** is 4.5m provided that one **side yard** shall have a minimum width of 4.5m.
- The maximum **height** of any vertical wall element facing a **front**, **flanking** or **rear yard** (including **walkout basements**) is the lesser of 6.5m or 2.5 **storeys**, above which the **building** must be **set back** at least 1.2m.

9.3.6 Other Regulations

- There shall be no more than one **single detached house** per **lot**.
- Where **development** has access to a rear **lane**, vehicular access to the **development** is only permitted from the rear **lane**.
- For **seniors supportive housing,** a safe drop-off area for patrons shall be provided on the **site.**

- **Seniors supportive housing** shall be for no more than four residents. *(Bylaw 5467)*
- In addition to the regulations listed above, other regulations may apply. These include the general **development** regulations of Section 4 (secondary **development**, **yards**, projections into **yards**, lighting, agricultural setbacks, etc.); the specific use regulations of Section 5; the **landscaping** and fencing provisions of Section 6; and, the parking and loading regulations of Section 7.
- As per Section 4.10.2 - All **buildings** and **structures**, **excluding perimeter fencing (garden walls and fences)** on **lots abutting** City Roads as identified on Schedule "B" shall not be sited closer to the City Road than the setback as per the appropriate zone measured from the offset Rights of Way as illustrated on Schedule "B". *(Bylaw 5440)*

9.6 R5 : Four-plex Housing Residential

R5

9.6.1 Purpose

The purpose is to provide a **zone** for the **development** of a maximum of four ground oriented **dwelling** units in the form of **single detached**, **semi-detached**, **duplex**, **three-plex** or **four-plex housing** on urban services. The R5c sub-zoning district allows for **care centre, major** as an additional use. The R5h sub-zoning district allows for **home based business, major** as an additional use. *(Bylaw 5467)*

9.6.2 Primary Uses4

- **care centre, major** *(use is only permitted with the R5c sub-zoning district)*
- **duplex housing**
- **four-plex housing**
- **group home, major**
- **semi-detached housing**
- **single detached housing**
- **three-plex housing**
- **seniors housing**

9.6.3 Secondary Uses

- **boarding rooms**
- **care centres, minor**
- **home based businesses, minor**
- **home based businesses, major** (in single detached housing only) (use is only permitted with the R5h sub-zoning district)
- **secondary suites (in single detached housing only)**
- **seniors assisted housing**
- **seniors supportive housing**

9.6.4 Subdivision Regulations

- Minimum **lot width** is 20.0m, except it is 22.0m for a **corner lot**.
- Minimum **lot depth** is 30.0m.
- Minimum **lot width** for single detached housing is 14.0m, except it is 16.0m for a **corner lot**.
- Minimum **lot area** for single detached housing is 450m^2.
- Minimum **lot area** is 700m^2, except it is 800m^2 for a **corner lot**, or 10,000m^2 if not serviced by a **community sewer system**. *(Bylaw 5339)*

9.6.5 Party Wall Subdivision Regulations

Lot Type	Minimum Lot area		Minimum Lot Width	
	interior	corner	interior	corner
Semi-Detached Housing	350m^2	400m^2	10.0m	12.0m
Three-Plex Housing	235m^2	285m^2	7.0m	9.0m
Four-Plex Housing	175m^2	225m^2	7.0m	9.0m

9.6.6 Development Regulations

- Maximum **site coverage** is 40% and together with driveways, parking areas and **impermeable surfaces** shall not exceed 50%.

- Maximum **floor space ratio** is 0.6.
- Maximum **height** is the lesser of 10.0m or 2.5 **storeys**, except it is 4.5m for **secondary buildings** and **secondary structures**.
- Minimum **front yard** is 4.0m, except it is 6.0m for a garage or **carport** to the back of curb or sidewalk for a front entry garage, or it is 0.6m to the side of the garage and 2.6m to the front building façade for side-entry garage and driveway layouts.
- Minimum **side yard** is 2.0m for a 1 or 1.5 **storey** portion of a **building** or a **secondary building or structure** and 2.5m for a 2 or 2.5 **storey** portion of a **building**, except it is 4.0m from a **flanking street** unless there is a garage accessed from the **flanking street**, it is 4.0m or it is 2.6m to the building for a side-entry garage and driveway from a flanking street and at least 6.0m from the back of curb or sidewalk. Where there is no direct vehicular access to the **rear yard** or to an attached garage or **carport**, one **side yard** shall be at least 3.0m. The minimum **side yard** setback for shared interior **party walls** shall be 0.0m. The minimum **side yard** setback for **single detached housing** is 1.5m, except it is 4.0m from a **flanking street** unless there is a garage accessed from the **flanking street**, it is 4.0m or it is 2.6m to the building for a side-entry garage and driveway from a **flanking street** and at least 6.0m from the back of curb or sidewalk.
- Minimum **rear yard** is 6.0m for a 1 or 1.5 **storey** portion of a **building** and 7.5m for a 2 or 2.5 **storey** portion of a **building**, except it is 1.0m for **secondary buildings**.
- The maximum **height** of any vertical wall element facing a **front**, **flanking** or **rear yard** (including **walkout basements**) is the lesser of 6.5m or 2.5 **storeys**, above which the **building** must be **set back** at least 1.2m.
- Maximum **density** is 30 units per gross hectare (12 units/gross acre).
- Maximum four **dwelling** units located in a **building**, with each unit having a minimum width of 6.5m. *(Bylaw 5339)*

9.6.7 Other Regulations

- In order for bareland strata **developments** to be consistent with the character of the surrounding neighborhood, the strata plan shall be considered as one **site** for defining the overall use, **density** and **site coverage**.
- The above noted **subdivision** and **development** regulations shall be applied to each strata **lot** within the strata plan.
- A minimum area of $25m^2$ of **private open space** shall be provided per **dwelling**.
- Where **development** has access to a rear **lane**, vehicular access to the **development** is only permitted from the rear **lane**.
- For **seniors assisted housing, seniors housing and seniors supportive housing,** a safe drop-off area for patrons shall be provided on the **site.**
- For strata developments, common recreation buildings, facilities and amenities may be included in the strata plan. Recreational buildings shall be treated as **secondary buildings** for the purpose of determining the **height** and **setbacks** of the **building** as specified in each **zone**.
- For multi-unit residential housing, one **office** may be operated for the soul purpose of the management and operation of the multi-unit residential **development**.
- In addition to the regulations listed above, other regulations may apply. These include the general **development** regulations of Section 4 (secondary **development**, **yards**, projections into **yards**, lighting, agricultural setbacks, etc.); the specific use regulations of Section 5; the **landscaping** and fencing provisions of Section 6; and, the parking and loading regulations of Section 7.
- As per Section 4.10.2 - All **buildings** and **structures**, **excluding perimeter fencing (garden walls and fences)** on **lots abutting** City Roads as identified on Schedule "B" shall not be sited closer to the City Road than the setback as per the appropriate zone measured from the offset Rights of Way as illustrated on Schedule "B". *(Bylaw 5440)*

ATTACHMENT 2

N 01421 APPENDIX "A"

LAND USE CONTRACT

THIS AGREEMENT made the 20 day of ~~September~~ December, A.D. 1977.

BETWEEN:

'78 JAN 10 13:58

THE CORPORATION OF THE CITY OF VERNON, a body corporate duly incorporated under the laws of the Province of British Columbia, having an office at 3400 - 30th Street, in the City of Vernon, Province of British Columbia

(hereinafter called the "Municipality")

OF THE FIRST PART

AND:

TRI-CREST INVESTMENT CORP., a company duly incorporated under the laws of the Province of British Columbia, having an office at 3202 - 31st Avenue, in the City of Vernon, Province of British Columbia

(hereinafter called the "Developer")

OF THE SECOND PART

WHEREAS the Municipality, pursuant to Section 702A of the "Municipal Act", may, notwithstanding any By-law of the Municipality, or Section 712 or 713 of the "Municipal Act" upon the application of an owner of land within a development area designated as such by By-law of the Municipality, enter into a Land Use Contract containing such terms and conditions for the use and development of the land as may be mutually agreed upon and thereafter the use and development of that land shall be in accordance with such Land Use Contract;

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

SUBSTITUTE FORM "C"

PARTICULARS:

APPLICANT: DAVIDSON & CO.
BARRISTERS & SOLICITORS
4th FLOOR, 3205-32nd STREET, VERNON, B.C.
PHONE 545-5344

SOLICITORS FOR The Corporation of the City of Vernon

DECLARED VALUE: $ Nil

NATURE OF DOCUMENT/CHARGE: Land Use Contract

(Applicant)

1852 0005.00 - 3

10 JAN 78

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

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

AND WHEREAS the Developer acknowledges that he is fully aware of the provisions and limitations of Sections 702A of the "Municipal Act" and the Municipality and the Developer mutually acknowledge and agree that the Council of the Municipality cannot enter into this agreement until the Council has held a public hearing thereon, in the manner prescribed by law, has duly considered the representations made and the opinions expressed at such hearing, and unless 2/3's of all of the members of the Council vote in favour of the Municipality entering into this contract.

AND WHEREAS a Land Use Contract is deemed to be a Zoning By-law for the purposes of the "Controlled Access Highways Act" and if the land is so situated that it is subject to such Act, the approval of the Minister of Highways to the use set forth in this Agreement must first be obtained before the Municipality can enter into same;

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

1. In this Agreement unless the context otherwise requires:

"Municipal Engineer" shall be construed to mean and include the Municipal Engineer for the Municipality and his duly authorized assistants or such Consulting or other Professional Engineers as may be appointed to act for the Municipality.

"Complete" or "Completion" or any variation of these words when used with respect to the work or works referred to herein shall mean completion to the satisfaction of the Municipal Engineer of the Municipality when so certified by him in writing.

"Work" shall be construed to mean and include all works, services, utilities, buildings, structures and any other improvement required or permitted to be constructed and erected or installed under the provisions of this Agreement.

"Approving Officer" shall be construed to mean the Approving Officer for the Municipality duly appointed by the Council for the Municipality under the provisions of Section 91 of the"Land Registry Act".

"Chief Building Inspector" shall be construed to mean and include the Chief Building Inspector for the Municipality and his duly authorized assistants or such Consultants as may be appointed to act for the Municipality.

"Planning and Zoning Committee" shall be construed to mean and include the duly appointed Planning and Zoning Committee for the Municipality.

"Phase I" shall be construed to mean and include the subdivision development and use of that portion of the land shown outlined in red as Phase I on the proposed plan of subdivision attached hereto as Schedule "B1" hereto and shall include all work required to be performed or paid for by the Developer hereunder with respect to the development of the said Phase I including all required off-site servicing.

"Phase II" shall be construed to mean and include the subdivision use and development of that portion of the land shown outlined in green and designated as Phase II on the proposed plan of subdivision shown as Schedule "B3" attached hereto including all work relating to the development of the said Phase to and required to be performed or paid for by the Developer hereunder including off-site servicing (if any).

2. The Developer is the registered owner of an estate in fee simple of all and singular that certain parcel or tract of land and premises, situate, lying and being in the City of Vernon, in the Province of British Columbia, and being more particularly known and described as:

L45384F

Lot One (1)
District Lot Sixty-six (66)
Osoyoos Division Yale District
Plan 27040

(hereinafter called the "land").

3. The Developer has obtained the consent of all persons holding any registered interest in the land, except registered holders of utility Easements and Mortgages of such Easements, which such consents shall be attached hereto and incorporate Agreements from such persons granting priority to this Land Use Contract over such registered interests, prior to the registration of this Land Use Contract.

REGISTERED KAN1421 RCVD:1978-01-10 RQST:2009-03-27-11.19.07.532

4. The land, including the surface of water, and any and all buildings and structures erected thereon, thereover or therein shall be used for the purposes specified in Schedule "A" hereto and for no other purpose, and in accordance with the regulations as set forth in Schedule "B" hereto.

5. No part of the land shall be subdivided save and except substantially in accordance with the particulars shown on Schedule "B1" hereto. Provided however that the Municipality may permit minor changes in the location and dimensions of lot lines shown on Schedules "B1" and "B3" for Phase I and Phase II, and the approval in writing by the Approving Officer of any plan of subdivision of the land shall be deemed to be conclusive evidence that the approval of the Municipality has been obtained with respect to any such aforesaid alterations in the location and dimensions of lot lines.

6. All work relating to the development and subdivision of Phase I and Phase II, including the construction of all required sidewalks, roads, curb and gutter, boulevard treatment, hydro, telephone and gas utilities, and water, storm sewer and sanitary sewer utilities, shall unless otherwise specified by the Municipal Engineer, be constructed in accordance with specifications set forth in the Subdivision Control By-law prepared for and by the Municipality, whether or not the said By-law has been adopted by the Municipality. The Developer acknowledges having received a copy of the said By-law as prepared to date.

PHASE I PROVISIONS

The following provisions being Paragraphs 7 to 14 below, relate to the subdivision and development of Phase I:

7. The Developer shall construct and install or cause to be constructed and installed at his own expense, the following work related to the subdivision and development of Phase I, in accordance with particulars (where shown) on the utility plan being Schedule "B2" hereto:

(a) A sidewalk along the north side of 27th Avenue extending the entire length of the boundaries of the land fronting on 27th Avenue save and except where 27th Avenue joins with Howser Place, the internal road shown on Schedule "B1". Alignment and grade design for the sidewalk will be provided by the Municipal Engineer;

(b) Domestic water works and services and storm sewer services on 27th Avenue and extending for 100 feet from 27th Avenue on Howser Place;

(c) Construction of the internal road known as Howser Place for a distance of 100 feet from 27th Avenue including pavement, curb and gutter and sidewalk and boulevard treatment on one side of Howser Place for the road to be constructed;

(d) Connections for Hydro, Telephone, natural gas (provided that Inland Natural Gas Co. Ltd. will provide such service) sanitary sewer and domestic water will be provided at or near the lot line for each lot within Phase I - hydro and telephone utility services constructed along 27th Avenue will be above ground and the Developer shall provide such services underground for a distance of 100 feet along Howser Place.

8. All road work along 27th Avenue (other than sidewalk) shall be the responsibility of the Municipality; PROVIDED HOWEVER that the damage to the pavement on 27th Avenue resulting from the construction and installation of water works and storm sewer works and services on 27th Avenue shall be repaired by or at the cost of the Developer.

9. Upon completion of the work for Phase I, the Municipality shall pay to the Developer the sum of $5,600.00 as the Municipality's share of the cost of the work allocated as follows:

(a) For one-half (1/2) of the cost of the construction and installation of catch basins located at the intersection

of 27th Avenue and Howser Place - the sum of $370.00 ;

(b) For the construction of 278 feet of eight (8") inch A.C. Main on 27th Avenue - the sum of $3,630.00;

(c) For the cost of oversizing the A.C. Main on Howser Place, over and above the cost of construction and installation of eight (8") inch A.C. Main - the sum of $1,600.00 ;

10. All work required to be performed or paid for by the Developer for Phase I shall be completed in accordance with the provisions of this Contract within Ten (10) months from the date that the By-law approving this Land Use Contract is adopted by the Municipality.

11. As security for the due and proper performance by the Developer of all of his covenants and agreements herein contained, the Developer shall deposit with the Municipality prior to the execution of this Agreement by the Municipality, an unconditional, irrevocable letter of credit drawn on a chartered bank in Canada for the sum of ----FORTY-THREE THOUSAND THREE HUNDRED AND FIFTY----------($43,350.00) Dollars and for a term of not less than one (1) year. The Developer agrees that if the work specified herein is not completed pursuant to the provisions of this Agreement, the Municipality may complete the work at the cost of the Developer and deduct from any funds held by the Municipality as security hereunder, the cost of such completion, and the balance of the deposit if any, shall be returned to the Developer less any administration fees required by the Municipality. If there is insufficient money on deposit with the Municipality, then the Developer will pay such deficiency to the Municipality immediately upon receipt of the Municipality's bill for completion. It is understood that the Municipality may do such work either by itself, or by contractors employed by the Municipality. If the work is completed as herein provided, then the security held by the Municipality shall be returned to the Developer. Any bill rendered by the Municipality to the Developer under the provisions of this paragraph shall be regarded as charges for work done or services provided under the provisions of Section 377(1)(b) of the "Municipal Act", R.S.B.C. 1960, Chapter 255 and

may, in addition to any other remedy available to the Municipality, be collected in the same manner and with the like remedies as ordinary taxes upon land and improvements are collected under the said Act. PROVIDED FURTHER that the Municipality agrees to consent to a reduction in the amount secured by the letter of credit in the amounts paid by the Developer from time to time to its Contractor (or the Municipality where any of such work is carried out by the Municipality) for the construction and installation of the work provided that such payments have been authorized by the Municipal Engineer.

12. The term "Work" where used in Paragraphs 7 to 11 above refers to work required for Phase I.

13. Prior to the date of the public hearing for this Land Use Contract, the Developer shall pay to the Municipality the sum of SEVEN THOUSAND TWO HUNDRED ($7,200.00) DOLLARS ($800.00 for each Lot permitted to be subdivided in Phase I) as a contribution to the Municipality allocated as follows:

(a) Three Hundred ($300.00) Dollars per Lot for connection of the Subdivision to the Municipality's sanitary sewer system;

(b) Three Hundred ($300.00) Dollars per Lot for connection of the Subdivision to the Municipality's domestic water system;

(c) Two Hundred ($200.00) Dollars per Lot as a contribution to the Municipality's Park Reserve Fund.

14. The subdivision of Phase I shall not be applied for nor permitted until after the By-law approving this Land Use Contract has been adopted by the Municipality.

PHASE II PROVISIONS

15. Phase II of the land shall not be subdivided unless and until the following conditions precedent have been met and performed by the Developer:

(a) The Developer has paid to the Municipality impost fees in such amount as the Municipality may in its sole discretion then require, for each Lot proposed to be subdivided in Phase II, and

(b) The Developer has deposited with the Municipality a letter of credit in such amount as the Municipality may in its sole discretion require as security for the work required to be performed by the Developer for Phase II, and such letter of credit shall be held by the Municipality on the same terms upon which the letter of credit for Phase I was held, which such terms are set forth above;

(c) The Developer has delivered to and received the approval of the Municipal Engineer, a set-back plan showing required yards for such of the Lots proposed to be subdivided in Phase II, as the Municipal Engineer may require.

16. All work required to be performed or paid for by the Developer and relating to Phase II shall be completed within Ten (10) months from the date of commencement of the term of the letter of credit deposited by the Developer with the Municipality for Phase II.

17. The Developer shall construct and install or cause to be constructed and installed at his own expense, the following work for Phase II in accordance with particulars (where shown) on Schedule "B3" hereto:

(a) Construction including paving curb and gutter of the internal road (Howser Place);

(b) Sidewalk and boulevard treatment along one side of Howser Place;

(c) A walkway from Howser Place to the boundary of the land, as shown on Schedule "B3" and such walkway shall be paved;

(d) Domestic water, storm sewer and sanitary sewer works and services including connections sufficient to serve all

of the Lots created by a plan of subdivision for Phase II - Provided that an oversized A.C. Main of the same specifications provided for Phase I shall be constructed and installed;

(e) Underground hydro, telephone, and natural gas services (where Inland Natural Gas will provide such service) together with connections sufficient to serve all Lots created by a plan of subdivision for Phase II.

18. The Developer shall at his own cost, construct and install a storm sewer main (as per Schedule "B3") on Howser Place and from Howser Place to the west boundary of the land. When the adjacent property to the west of the land is developed and subdivided for residential use, the City shall reimburse the Developer for the costs of construction and installation of the said storm sewer main on Howser Place, over and above the cost of constructing and installing a storm sewer main solely to meet requirements for Phase II has may be hereafter imposed by the Municipal Engineer, and shall reimburse the Developer for the full cost of constructing and installing the said storm sewer main from Howser Place to the west boundary of the land.

GENERAL PROVISIONS

19. The Developer shall be responsible to maintain and repair the work required for the development and subdivision of each Phase hereunder for a period of One (1) year from the date of completion of the work for such Phase. PROVIDED HOWEVER that the Developer's responsibility for maintenance and repair shall extend only to defects of workmanship and materials in such work and damage to such work caused by the Developer its servants, agents, or contractors, but shall not extend to damage caused by third parties or acts of God. PROVIDED FURTHER and notwithstanding anything herein contained, the Developer shall not be responsible for defects of workmanship and material relating to any portion of the work performed by the Municipality at the expense of the Developer. If the Developer should fail to promptly and properly perform its obligations from time to time under the provisions of this Paragraph, the Municipality shall have the right to carry out such maintenance and repair either by itself or by contractors employed by the Municipality, and the Developer shall pay to the Municipality, the Municipality's costs of carrying out such maintenance and repair immediately after the Municipality has rendered to the Developer its bill therefor.

20. IT IS UNDERSTOOD AND AGREED that save as specifically provided by the provisions of this Contract, all By-laws of the Municipality and regulations made thereunder shall apply to the development, use, ownership, operation and maintenance of the land and work, including without restricting the generality of the foregoing, the provisions of the Building By-law of the Municipality.

21. All Schedules attached hereto or referred to in this Contract, including without restricting the generality of the foregoing Schedules "A" to "D" inclusive, are hereby incorporated into and made part of this Contract. Each of the parties hereto acknowledges and agrees that Schedules "B1", "B2", "B3", "C" and "D" referred to herein are plans which have been executed by each of the parties hereto and further that an executed copy of each of such plan is in possession of each of the parties hereto. It is further acknowledged and agreed by each of the parties hereto that the said plan Schedules are hereby incorporated into and form part of this Land Use Contract, the same as if such plan Schedules were attached hereto.

22. The Developer covenants and agrees to pay all costs including legal fees and disbursements incurred directly or indirectly as a result of the preparation and registration of this Land Use Contract and any By-law required to implement the terms hereof.

23. The Developer covenants and agrees to indemnify and save harmless the Municipality and its servants, agents and employees from and against all actions, proceedings, costs, damages, expenses, claims and demands whatsoever and by whomsoever brought or made against the Municipality or its servants, agents and employees, resulting directly or indirectly from the failure of the Developer to perform his covenants herein contained.

24. It is understood and agreed that the Municipality has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Developer other than those contained in this Contract.

25. Concurrently with the subdivision of Phase I, the Developer shall without remuneration, dedicate as road that portion of the land shown as "road to be dedicated" on Schedule "D" hereto.

26. Subject to proper and complete performance by the Developer of its covenants herein contained, the Municipality hereby covenants and agrees to permit the Developer to use the land in accordance with the terms and conditions herein contained.

27. Wherever the singular or masculine is used herein the same shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.

28. This contract shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, and this Contract and all covenants herein contained shall be construed as running with the land.

IN WITNESS WHEREOF the parties have hereunder affixed their hands and seals, or being corporations, have hereunto affixed their corporate seals in the presence of their duly authorized officers in that behalf, at the City of Vernon, Province of British Columbia, the day and year first above written.

The Corporate Seal of THE CORPORATION OF THE CITY OF VERNON was hereunto affixed in the presence of:

Mayor:

City Clerk:

The Corporate Seal of TRI-CREST INVESTMENT CORP. was hereunto affixed in the presence of:

PRESIDENT

REGISTERED KAN1421 RCVD:1978-01-10 RQST:2009-03-27-11.19.07.532

PARK STATIONERS & PRINTERS LTD.
Law and Commercial Stationers
Vancouver, B.C.
FORM NO. 206 ACKNOWLEDGMENT OF OFFICER OF A CORPORATION.

Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the 6th day of October, 1977,
at the City of Vernon, in the Province of British Columbia,
~~(whose identity has been proved by the evidence on oath of~~ WILLIAM N. LAHOWY ~~, who is)~~ personally known to me,
appeared before me and acknowledged to me that he is the President of
TRI-CREST INVESTMENT CORP., and that he is the person
who subscribed his name to the annexed instrument as President of the said
Tri-Crest Investment Corp. and affixed the seal of the
said Company to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand ~~and Seal of Office~~,
at the City of Vernon in the Province of
British Columbia, this 6th day of October
one thousand nine hundred and seventy-seven

W.E. Catlin

~~A Notary Public in and for the Province of British Columbia.~~
A Commissioner for taking Affidavits for British Columbia.
W.E. CATLIN

NOTE—WHERE THE PERSON MAKING THE ACKNOWLEDGMENT IS PERSONALLY KNOWN TO THE OFFICER TAKING THE SAME, STRIKE OUT THE WORDS IN BRACKETS.

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LAND USE CONTRACT

SCHEDULE "A"

Schedule of Permitted Land Use

Phase I

Lots 1 to 7 inclusive shown on the proposed plan of subdivision being Schedule "B1 " hereto, shall be used for single family residential purposes and the construction of any building or improvement on any of such Lots shall be subject to the regulations set forth in Schedule "B" hereto.

Lots 8 and 9 shown on the proposed plan of subdivision being Schedule " B1" hereto, shall be used for semi-detached two-family residential purposes and the construction of any building or improvement on any of such Lots shall be subject to the regulations set forth in Schedule "B" hereto.

Phase II

All Lots created by a subdivision of Phase II shall be used for single family residential purposes and the construction of any building or improvement on any of such Lots shall be subject to the regulations set forth in Schedule "B" hereto.

LAND USE CONTRACT

SCHEDULE "B"

REGULATIONS

Definitions

In this Land Use Contract unless the context otherwise requires:

Accessory Building

(a) A building, the use or intended use of which is ancillary to that of a principal building situated on the same lot, or
(b) A building which is ancillary to a principal use being made of the lot upon which such building is located.

Accessory Use

(a) The use which is ancillary to the permitted use of a principal building situated on the same lot, or
(b) The use which is ancillary to a permitted principal use.

Administrative Officer

The administrative officer as appointed from time to time by the Council of the Corporation of the City of Vernon.

Basement

That portion of a building between two floor levels which is partially underground, and which has at least one-half (1/2) of its height above the average ground level adjoining its exterior walls.

Balcony

An extension of a floor projecting from the wall of a building enclosed by a parapet or railing.

Building

A structure, located on the ground, which is designed, erected or intended for the support, enclosure or protection of persons or property, but shall not include a mobile home or trailer whether or not the same is placed on a foundation.

Building, Front Line of

The extended line of the wall of the building, (or any projecting portion of the building except canopies) which face the front line of the lot.

Building, Rear Line of

The extended line of the wall of the building (or any projecting portion of the building except canopies) which faces the rear line of the lot.

Cellar

That portion of a building between two floor levels which is completely underground or which has more than one-half of its height below the average elevation of the ground adjoining its exterior walls.

Corporation

The Corporation of the City of Vernon.

Council

The Municipal Council of The Corporation of the City of Vernon.

Curbs

A Raised margin designed for the deletion of parking stalls, lot lines and for traffic control, such curbs to be constructed of asphalt or concrete, installed and secured to meet the approval of the City Engineer.

Curb Level

The level of an established curb in front of a building, measured at the centre of such front. When no curb has been established, the Municipal Engineer may establish such level or its equivalent, for the purposes of this Land Use Contract.

Dwelling

A building, occupied exclusively as a home, residence or sleeping place by one or more persons, but shall not include hotels, motels, auto courts, motor hotels, or institutions.

Dwelling, Single Family

Any building consisting of one dwelling unit which is occupied or intended to be occupied as a permanent home or residence of one family.

Family

An individual or two or more persons related by blood, marriage or adoption or a group of not more than five unrelated non-transient persons, living together as a single non-profit group in a housekeeping unit and including servants employed upon the premises.

Floor Area Gross

A total area of all the floors, measured to the extreme outer limits of the building, including all suites or dwelling units and all areas giving access thereto, such as corridors, hallways, landings, foyers, staircases and stairwells, balconies and mezzanines, enclosed porches or verandas and elevator shafts.

Garage, Private

A detached accessory building or portion of a principal building used solely for the parking or temporary storage of private motor vehicles and in which there are not facilities for repairing or servicing such vehicles.

Carport

A detached exterior building or portion of a principal building used solely for the parking or temporary storage of private motor vehicles, open on at least three sides, and in which there are no facilities for repairing or servicing such vehicles.

Grade or Grade Level

The finished ground level at the centre of the exposed wall of a building.

Habitable Room

A room designed for living, sleeping, eating or food preparation, including a living room, dining room, bedroom or kitchen.

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Height of Buildings or Structures

The vertical distance from the average finished ground level at the perimeter of the building or structure to the highest point of the structure, or if the structure has a roof, to the highest point of the roof.

Highway

All public streets, roads, ways, trails, lanes and bridges, trestles, and any other public way.

Landscaping

The planting of lawns, shrubs and trees, and the addition of fencing, walks, drives or other structures and materials as used in landscape architecture.

Lane

A public thoroughfare or way which affords only a secondary means of access to a lot, at the side or rear.

Lot

An area of land designated as a separate distinct parcel on a legally recorded subdivision plan and description filed in the Land Registry Office, and having a principal frontage upon a public street or place.

Lot Area

The total horizontal area within the lot lines of a lot.

Lot Depth

The mean horizontal distance between the front and rear lot lines.

Lot Width

The mean horizontal distance between the side lot lines measured at right angles to the lot depth.

Lot Corner

The lot at the intersection or junction of two or more streets.

Lot Interior

A lot other than a corner lot.

Lot Line Front

The boundary line of the lot and the street on which the lot abuts. In the case of a corner lot, a lot line abutting the street shall be considered a front line if the adjacent lots front on the same street, except that only one front lot line need be provided.

Lot Line Rear

A lot line furthest from the opposite to the front lot line, except that there shall be not more than one rear lot line.

Lot Line Side

A lot line marking the boundary between two lots, or between a lot and then a lane, or between a lot and a public street, in the case of a corner lot; of which one or both ends intersect a front lot line.

Motor Vehicle

A vehicle as defined in the Motor Vehicle Act of the Province of British Columbia.

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Off Street Parking

A use providing for the temporary parking of vehicles.

Parcel

Any lot, block or other area in which land is held or into which land is subdivided.

Principal Building

An existing or proposed building which is the chief or main one among the buildings on the site and shall include attached garages and carports.

Principal Use

The main purpose for which the block, lot or parcel, buildings or structure is permitted to be used.

Screening

A continuous fence, wall, compact evergreen hedge or combination thereof, supplemented with landscape planting, that would effectively screen the property which it encloses, and is broken only by access drives and walks.

Setback

The required minimum distance between a building or use in each of the respective property lines.

Site Coverage

That percentage of the total area of the site that will be covered by all buildings or structures built thereon.

Storey

A habitable space between two floors, or between any floor and the upper surface of the floor next above, except that the topmost storey shall be that portion of a building included between the upper surface of the topmost floor and the ceiling above. A basement which contains a habitable accommodation shall be considered as a storey.

Subdivision Area

The area into which land is subdivided on the records of the Land Registry Office.

Building, Temporary

A building (except a private garage or other accessory building), not having its exterior walls supported on continuous concrete or masonry foundations or walls, and includes boat shelters, bunkhouses, skid shacks, huts, tents, trailers or any other similar type of portable buildings, or structures; whether or not the same be placed on foundations or affixed to the land in any way, but shall not include a mobile home which is located in a mobile home park nor permanent prefabricated residential dwellings, industrial, warehouse or storage buildings.

Use

The purpose for which any lot, parcel, tract of land, building or structure is designed, arranged, or intended, or for which it is occupied or maintained.

Yard, Front

That portion of the lot, extending from one side lot line to the other, between the front lot line of the lot and the line drawn parallel thereto. The depth of such yard shall mean the perpendicular distance between the front line of the lot and the parallel line.

Yard, Side

That portion of the lot, extending from the front yard to the rear yard, between the side line of the lot and the line drawn parallel thereto. The width of such yard shall mean the perpendiclar distance between the side line of the lot and the parallel line.

Yard, Rear

That portion of the Lot, extending from one side lot line to the other between the rear lot line of the lot and a line drawn parallel thereto. The depth of such yard shall mean the perpendicular distance between the rear lot line and the parallel line.

Regulations

1. Number of Principal Buildings on a Lot

   (a) No principal building shall be located on the same lot as any other principal building.

2. Location and Siting of Residential Buildings

   (a) No principal buildings shall be located in any required front, side or rear yard;

   (b) No accessory building shall be located in any required front or side yard except as provided for in Section 4 of these regulations.

3. Accessory Buildings

Accessory buildings shall be permitted on a Lot provided that they are:

   (a) Placed no nearer than the rear wall of the principal building to the front property line and at least ten (10) feet from any principal building, except for attached carports or garages;

   (b) Placed at least three (3) feet from any rear lot line, where no lane is provided;

   (c) In the case of carports or garages opening onto a lane, they are at least six (6) feet from any such lane;

   (d) Sited so as to have the same yard from any flanking street as the principal building provided the principal building conforms to the minimum setback requirements of this Land Use Contract;

   (e) Of such size so that they shall not have a floor area in excess of one-third of the habitable floor area of the principal building on the site (basements attached carports and garages for the purpose of this provisions shall not be classed as habitable floor area);

   (f) Constructed so that the roof or ridge line shall not be in excess of fourteen (14) feet above average grade level.

4. Temporary Buildings

   (a) A temporary building or structure may be erected for construction purposes on a lot being developed for a period not to exceed the duration of such construction;

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(b) Temporary buildings or structures shall be subject to the following requirements:
(i) Application shall be made in writing to the Chief Building Inspector for a permit to erect a temporary building or structure.
(ii) If the Chief Building Inspector is satisfied that the proposed building or structure would not constitute or cause a public hazard or be a nuisance nor obstruct unnecessarily any public right of way he shall grant a permit for a period of not more than six months, provided however that such permit may be renewed upon written application for a further period not to exceed six months.
(iii) At the expiration of the permit such temporary building or structure shall be removed and the site restored as nearly as possible to its former condition.

5. Projections into Required Yards

The following features may project into a required front, side or rear yard:

(a) Steps;

(b) Open porches and canopies, provided that such projections are a minimum of ten (10) feet from the property line.

(c) Balconies and sun decks, provided that such projections do not exceed four (4) feet, nor closer than five (5) feet to the property line.

(d) An uncovered patio or terrace which may be open or enclosed in any yard subject to the fence height limitations as specified in Section 8 of these regulations. The provision of an awning or similar temporary covering for such terrace shall be permitted.

(e) An uncovered swimming pool provided that such pool shall not be constructed within a required front yard or nearer than ten (10) feet to any property line;

(f) A covered swimming pool, subject to the provisions of clause (e) and to the regulations governing accessory buildings contained in Section 3 of these regulations.

6. Vision Clearance at Intersections

No fence, wall or structure other than a permitted principal building shall be erected to a greater height than three and one-half (3 1/2) feet and no hedge, bush, shrub, tree or other growth shall be maintained or allowed to grow so as to obstruct vision clearance in the area bound by:

(a) The intersecting lot line at a street corner and a line joining points along the said lot line Thirty (30) feet from their point of intersection;

(b) The intersecting lot lines at a lane corner and a line joining points along the said lot lines twenty (20) feet from their point of intersection. A lane intersection shall include intersection of a lane with another lane or with a street.

7. Fences

(a) The height of a fence, wall or hedge shall be determined by measurement from the ground level at the average grade level.

(b) That portion of a retaining wall which projects above the surface of the ground which it supports shall be considered as a fence and subject to the regulations of this subsection.

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(c) Notwithstanding Clause (b) in cases where a retaining wall has been constructed along a property line, the height of a fence, wall or hedge shall be determined by the measurement from the surface of the ground which the retaining wall supports at the average grade level.

(d) Subject to the Vision Clearance provisions of Section 6 the following height measurements shall apply to fences, walls or hedges:

(i) Hedges not greater than six (6) feet in height may be located anywhere on a lot;
(ii) Fences or walls not greater than six (6) feet in height may be located on any lot to the rear of a required front yard.
(iii) Fences, six (6' 0") feet in height, shall be constructed along the entire length of each common boundary separating lots as shown on Schedule "C" hereto for Phase I, and along such common boundaries as may be shown on the set back plan for Phase II when submitted by the Developer and approved by the Municipal Engineer.

8. Screening or Landscaping

Lots and required yards:

(a) Any part of the lot not used for storage, building, parking or loading facilities or outdoor recreation, shall be fully landscaped and properly maintained.

9. Parking and Storage

No person at any time shall park or store any commercial vehicles, truck, bus, self-propelled camper, tow truck or any equipment or building material on a single family residential lot except as follows:

(a) One truck or commercial vehicle not exceeding 3/4 ton rate capacity;

(b) One self propelled camper provided that the overall length does not exceed twenty (20) feet;

(c) Trucks or equipment required for construction, repair, servicing or maintenance of the premises when parking during normal working hours;

(d) One boat or vessel not exceeding a length of twenty (20) feet;

(e) Building materials when the owner, lessee or occupier of the premises is in possession of a valid building permit provided that the materials stored are in connection with the construction or development of the building pursuant to the building permit.

The foregoing regulations concerning parking and storage apply as well to semi-detached (2 family) residential lots excpet that the word "one" in sub-paragraphs (a), (b), and (d) shall be read as "two".

10. Required Yards

Required yards shall be provided for each lot in accordance with particulars shown on the set-back plan for Phase I being Schedule "C" hereto and such set-back plan for Phase II as may be hereafter submitted to and approved by the Municipal Engineer for Phase II; PROVIDED HOWEVER that where such set-back plans do not specify a required side yard, front yard or rear yard as the case may be for a Lot, the following regulations shall apply:

(a) Front Yard - a front yard shall be provided of not less than eight (8m) metres (26.2 feet);

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(b) Side Yards - side yards shall be provided with a minimum width of 1.5 metres (4.9 feet) for the narrower side yard, and 3 metres (9.8 feet) for the sum of both side yards. In the case of a corner lot, the side yard adjoining the flanking street shall be not less than 8 metres (26.2 feet) in width.

(c) Rear Yards - a rear yard shall be provided of not less than 8 metres (26.2 feet) in depth.

11. Off-Street Parking

Two (2) off-street parking spaces shall be provided for each single family residential lot and four (4) of such spaces shall be provided for each semi-detached (2 family) residential lot.

12. Preliminary Plan Approval

No Building Permit for the construction of any improvement on any lot shall be issued by the Chief Building Inspector unless and until the applicant for any such Building Permit has first applied to and received from the Planning and Zoning Committee, preliminary plan approval for the construction of the improvement for which a Building Permit is sought.

Every application to the Planning and Zoning Committee for preliminary plan approval shall be submitted to the Municipal Engineer and shall be accompanied by the following documentation and information:

(a) Street address and legal description of the Lot

(b) The name of the applicant and/or owner of the lot

(c) A detailed plan of landscaping and usable open space

(d) site plan drawn to a suitable scale and illustrating:

1. Dimensions of property and relationship of site
2. Vehicular points of egress and ingress
3. Off-street parking areas
4. Siting of buildings showing dimensions of structures front, rear and side yard setbacks
5. Location of trees and other natural features
6. Finished contours of building lot

(e) Exterior elevations illustrating:

1. Height of structures
2. Finish of structures
3. Dimensions of structures

(f) Floor plan illustrating:

1. Outline of typical floor plan with general outside dimension

(g) Utility plans showing locations of services

Following receipt of preliminary plan approval, the foregoing documentation and information amended where necessary to conform to the approval given by the Planning and Zoning Committee, shall be submitted to the Chief Building Inspector together with an application for a Building Permit.

An applicant for preliminary plan approval shall be entitled to receive such approval if the plans, specifications, information and supporting materials submitted to the Planning and Zoning Committee under the provisions of Sub-paragraphs (a) to (g) disclose that the improvement or development for which approval is sought complies with the provisions of this Land Use Contract and all other applicable By-laws of the Municipality.

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13. Save and except as is specifically provided for in these Regulations concerning the use and the development of the land and any subdivided lot, the By-laws of the Municipality shall apply and govern.

LAND USE CONTRACT

CONSENT

KNOW ALL MEN by these presents that: UNITY FRUIT LIMITED, of the City of Vernon, Province of British Columbia, being the holder of a charge by way of Mortgage registered in the Land Registry Office at Kamloops, in the Province of British Columbia, under Number L67094 against all and singular that certain parcel or tract of land and premises being in the City of Vernon, in the Province of British Columbia, and more particularly known and described as:

Lot One (1)
District Lot Sixty-six (66)
Osoyoos Division Yale District
Plan 27040

in consideration of the sum of One ($1.00) Dollar hereby agrees and consents to the registration of a Land Use Contract, made between the registered owner of the said lands and THE CORPORATION OF THE CITY OF VERNON dated the 20 day of December, A.D. 1977, against the aforementioned lands in priority to the said charge in the same manner and to the same effect as if it had been dated and registered prior to the said charge.

The Corporate Seal of UNITY FRUIT LIMITED was hereunto affixed in the presence of:

W Lorne Irvine

PRESIDENT

REGISTERED KAN1421 RCVD:1978-01-10 RQST:2009-03-27-11.19.07.532

PARK STATIONERS & PRINTERS LTD.
Law and Commercial Stationers
Vancouver, B.C.
FORM NO. 206 ACKNOWLEDGMENT OF OFFICER OF A CORPORATION.

Acknowledgment of Officer of a Corporation

I HEREBY CERTIFY that, on the 14th day of December, 1977,
at the City of Vernon, in the Province of British Columbia,
~~oath of~~ W. LORNE IRVINE (~~whose identity has been proved by the evidence on~~ , who is) personally known to me,
appeared before me and acknowledged to me that he is the President of
UNITY FRUIT LIMITED, and that he is the person
who subscribed his name to the annexed instrument as of the said
Unity Fruit Limited and affixed the seal of the
said Company to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand ~~and Seal of Office~~,
at the City of Vernon in the Province of
British Columbia, this 14th day of December
one thousand nine hundred and seventy-seven

~~A Notary Public in and for the Province of British Columbia~~
A Commissioner for taking Affidavits for British Columbia.
R.E. NOBLE

NOTE—WHERE THE PERSON MAKING THE ACKNOWLEDGMENT IS PERSONALLY KNOWN TO THE OFFICER TAKING THE SAME, STRIKE OUT THE WORDS IN BRACKETS.

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LAND USE CONTRACT

CONSENT

KNOW ALL MEN by these presents that: WALTER JOHN HLINA, of the City of Vernon, Province of British Columbia, being the holder of a charge by way of Mortgage registered in the Land Registry Office at Kamloops, in the Province of British Columbia, under Number L45336 against all and singular that certain parcel or tract of land and premises being in the City of Vernon, in the Province of British Columbia, and more particularly known and described as:

Lot One (1)
District Lot Sixty-six (66)
Osoyoos Division Yale District
Plan 27040

in consideration of the sum of One ($1.00) Dollar hereby agrees and consents to the registration of a Land Use Contract, made between the registered owner of the said lands and THE CORPORATION OF THE CITY OF VERNON dated the 20 day of December, A.D. 1977, against the aforementioned lands in priority to the said charge in the same manner and to the same effect as if it had been dated and registered prior to the said charge.

SIGNED, SEALED AND DELIVERED in the presence of:

Witness

W. E. CATLIN
Barrister & Solicitor
Address 4th Floor, 3205-32nd St.
VERNON, B. C. V1T 2M4
Occupation

Walter J. Hlina
WALTER JOHN HLINA

REGISTERED KAN1421 RCVD:1978-01-10 RQST:2009-03-27-11.19.07.532

Form 208

Acknowledgment of Maker

I HEREBY CERTIFY that, on the 23 day of December, 1977, at the City of Vernon, in the Province of British Columbia

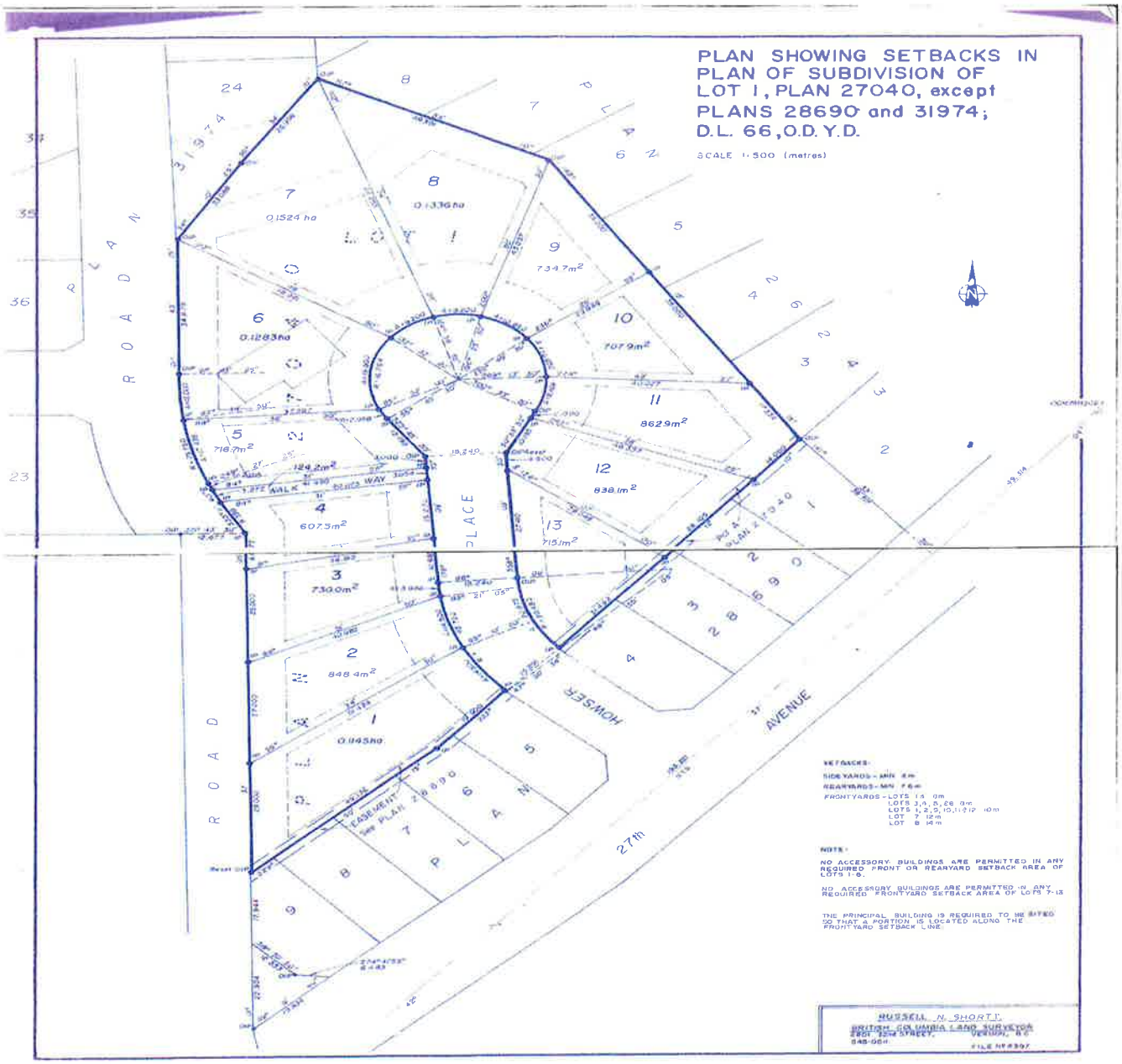
WALTER JOHN HLINA ~~(whose identity has been proved by the evidence on oath of~~), who is personally known to me, appeared before me and acknowledged to me that he is the person mentioned in the annexed instrument as the maker thereof, and whose name is subscribed thereto as party that he knows the contents thereof, and that he executed the same voluntarily, and he is of the full age of nineteen years.

IN TESTIMONY whereof I have hereunto set my Hand ~~and Seal of Office~~, at the City of Vernon in the Province of British Columbia, this 23rd day of December 1977.

Walter

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

P58


PLAN SHOWING SETBACKS IN PLAN OF SUBDIVISION OF LOT 1, PLAN 27040, except PLANS 28690 and 31974; D.L. 66, O.D.Y.D.
SCALE 1:500 (metres)
LOT 1
PLAN 31974
PLAN 26243
PLAN 28690
PLAN 27040
ROAD
PLACE
HOWSER
AVENUE
27th
WALK WAY
EASEMENT SEE PLAN 28690
0.1524 ha
0.1336 ha
0.1283 ha
734.7m²
707.9m²
862.9m²
838.1m²
715.1m²
718.7m²
124.2m²
607.5m²
730.0m²
848.4m²
0.1145 ha
SETBACKS:
SIDEYARDS - MIN 4m
REARYARDS - MIN 7.6m
FRONTYARDS - LOTS 1-5 9m
LOTS 3,4,5,28 9m
LOTS 1,2,9,10,11&12 10m
LOT 7 12m
LOT 8 14m
NOTE:
NO ACCESSORY BUILDINGS ARE PERMITTED IN ANY REQUIRED FRONT OR REARYARD SETBACK AREA OF LOTS 1-6.
NO ACCESSORY BUILDINGS ARE PERMITTED IN ANY REQUIRED FRONTYARD SETBACK AREA OF LOTS 7-13
THE PRINCIPAL BUILDING IS REQUIRED TO BE SITED SO THAT A PORTION IS LOCATED ALONG THE FRONTYARD SETBACK LINE.
RUSSELL N. SHORTT
BRITISH COLUMBIA LAND SURVEYOR
2801 32nd STREET, VERNON, B.C.
545-0611
FILE NO 8397

EXPLANATORY PLAN OF CONSOLIDATION OF LOT 6, PLAN 33321 AND LOT 3, PLAN 33826, ALL IN DL. 66, O.D.Y.D.

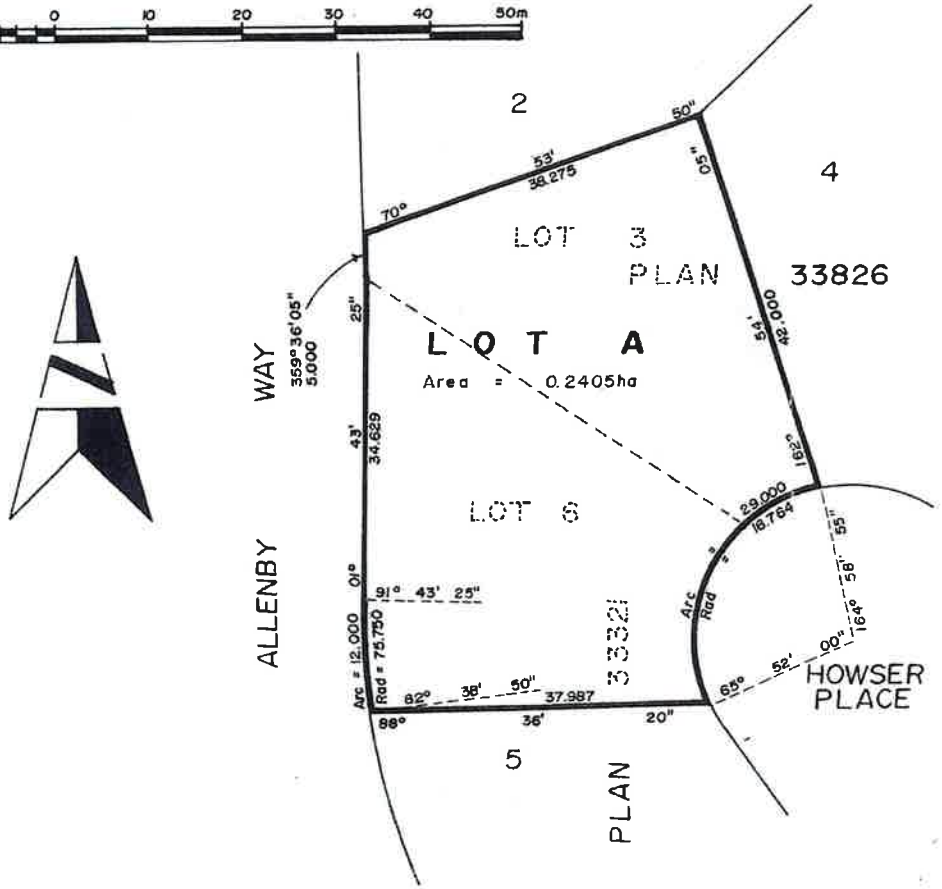
PLAN Nº34882

DEPOSITED IN THE LAND TITLE OFFICE AT KAMLOOPS, B.C., THIS 30th DAY OF July, 1984.

J.C. GROVES
REGISTRAR

SCALE 1 : 500 (All distances are in metres)

10m 0 10 20 30 40 50m



LEGEND

BEARINGS ARE GRID AND DERIVED FROM PLAN 33826

Walter John Hlina
OWNER: Walter John Hlina

Witness

12205 Kidston Rd, Vernon
Address

Salesman
Occupation

THIS PLAN LIES WITHIN THE REGIONAL DISTRICT OF NORTH OKANAGAN.

CERTIFIED CORRECT THIS 9th DAY OF JULY, 1984.

B.C.L.S.

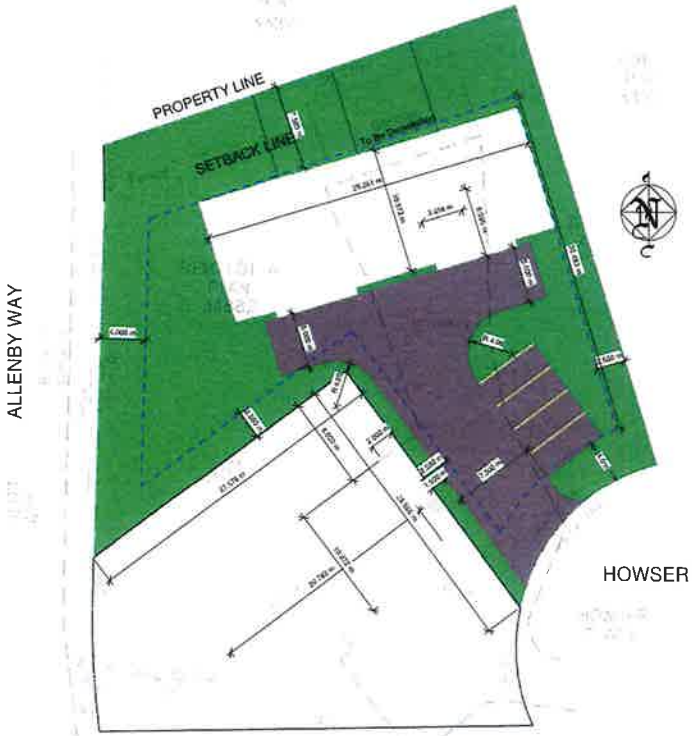
HLINA HOLDINGS LTD.
(Inc. Nº 215631)

(Authorized signatory)

RUSSELL N. SHORTT
BRITISH COLUMBIA LAND SURVEYOR
2801-32nd STREET, VERNON, B.C.
PHONE 545-0511
F.B. Pg.
FILE Nº 9697

ATTACHMENT 3

P60



CURRENT ZONING: VERNON R-2
PROPOSED ZONING: VERNON R-5

Howser Place - Proposed Zoning R5
Legal Description: REM Lot A, Plan 34882
Site Area: 1571.225m^2 = 0.388 Acres

Density Allowed = 4.65 Units (12 Units/Acre)
Density Proposed = 4 Units

Coverage:
Building = 330.0m^2 = 21.0%
Drive Aisle/Parking = 353.53m^2 = 22.5%
Total = 683.53m^2 = 43.5%(Max. 50%)
Landscaping = 887.70m2 =56.5%

Parking Requirements:

4 - 3 Bedroom Units @ 2 Spaces/Unit
Parking Spaces Required = 8 Spaces
Parking Spaces Provided = 8 Spaces

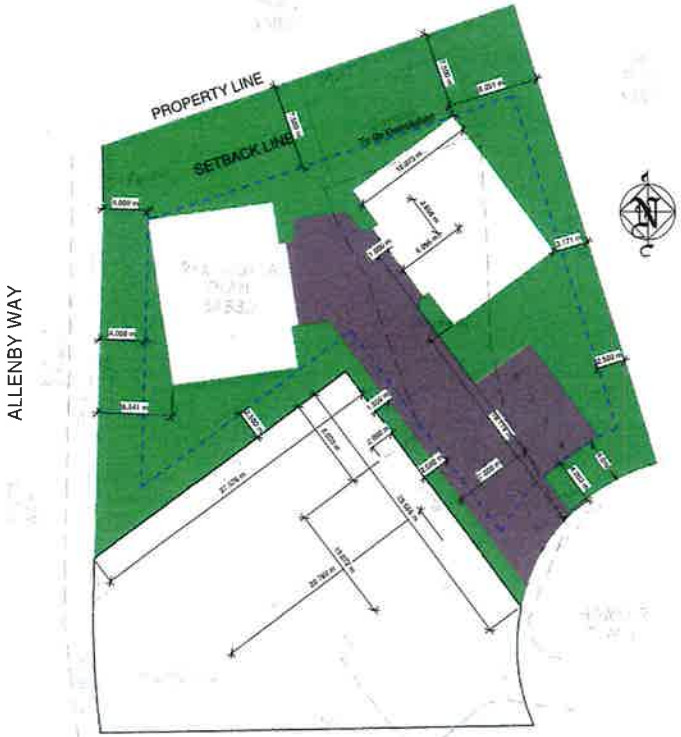
925R Design Inc.
250.307.6818 - 925RDesign.com

Howser Place
Vernon
OPTION A

S

Date
Drawn by
Project No.
Scale
A

ATTACHMENT 4
Option A



CURRENT ZONING: VERNON R-2
PROPOSED ZONING: VERNON R-5

Howser Place - Proposed Zoning R5
Legal Description: REM Lot A, Plan 34882
Site Area: 1571.225m² = 0.388 Acres

Density Allowed = 4.65 Units (12 Units/Acre)
Density Proposed = 4 Units

Coverage:
Building = 165m²x2 = 330.0m² = 21.0%
Drive Aisle/Parking = 318.74m² = 20.3%
Total = 648.74m² = 41.3%(Max. 50%)
Landscaping = 992.49m2 =58.7%

Parking Requirements:

4 - 3 Bedroom Units @ 2 Spaces/Unit
Parking Spaces Required = 8 Spaces
Parking Spaces Provided = 8 Spaces

925R Design Inc.
250.307.6818 - 925RDesign.ca.m

Howser Place
Vernon
OPTION B

S

Date
Drawn by
Project No.
Scale
A

ATTACHMENT 4
Option B