

Schedule 115 to the Minutes of the Special Public Hearing meeting of Richmond City Council held on Tuesday, November 24, 2015.

Nov 24, 2015 PH
an zho #5 Speaking Notes
Schedule ONLY

COMPARATIVE ANALYSIS OF LUC (LAND USE CONTRACT) & RSI/B (RES. SINGLE FAMILY ON COMPACT LOT)

	<u>LUC 88</u> (Extract)	<u>RSI/B</u> (Extract)
(1) FAR (Floor Area Ratio)	Not stated in Contract	55% of Lot area (fin. floor area)
(2) Site Coverage (inc. dwelling, carport, garage & accessory buildings)	40% of Lot area	45% of Lot area
(3) Front Yard Setback	min. 4.5m (app. 15 ft)	min. 6m (app. 20 ft)
(4) Side Yard Setback	min. 1.2m (app. 4 ft)	min. 1.2m (app. 4 ft)
(5) Rear Yard Setback	min. 4.5m (app. 15 ft)	min. 6m (app. 20 ft)
(6) Envelope Height	app. 10m (app. 33 ft) No specification of attic requirement that means 3-level bldg with <u>flat roof</u> is allowable	2-level bldg of 6m (19.7 ft) ht plus 3m (9.8 ft) <u>attic</u> ht. Thus total height from ground level to roof-ridge = 9m (30 ft)

Example : Lot size of 45 ft (width) by 100 ft (depth) = 4500 sq ft (Lot area)

After taken into account of the above terms, condition & restriction, then under :

	<u>LUC 88</u>	<u>RSI/B</u>
Fin. Floor Area of -		
Level 1 (Ground level)	1400 sq ft (max.) (exc. dble garage of 400 sq ft)	1625 sq ft (max.)
Level 2	1800 sq ft (max.)	850 sq ft (remaining allowable Area)
Level 3	1800 sq ft (max.)	
Total fin. floor area	<u>5000 sq ft</u>	<u>2475 sq ft *</u>
FAR	111% As FAR is not stated in contract, a <u>much higher FAR is legally achievable that can potentially enhanced the value of the Lot on development</u>	55% FAR per RSI/B zoning

* The figure of this total fin. floor area can be juggled around among Levels 1 & 2, provided ground level finished floor is less than or equal to the stipulated site covered area.

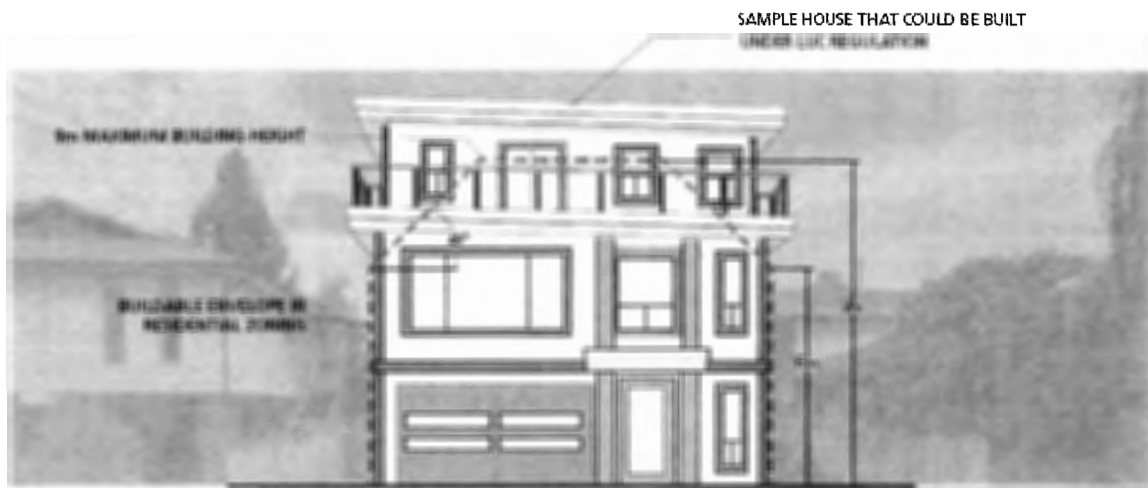
NOTE:

(1) The calculated FAR under LUC is almost double the FAR of 55% under RSI/B zoning. Due to such proposal of early termination, the owner of property under LUC will be penalized, if he or she

wants to develop a new house on the existing property or may warrant to receive comparative lower value on disposal after rezoned to RS/IB.

- (2) LUC is a legal contract. A contract once entered, both parties must have the mandatory duty to fulfill the terms and conditions stated in the contract. If one of the parties breaches a contract, he (or she) must compensate the other party for the loss which is to be quantified.
- (3) The LUC stated in this context was legally entered and enforced by a vote of two-thirds of all the members of the Council (of the Corporation of the Township of Richmond, called the "Municipality") on October 11, 1977 with no terms, stipulating its date of termination, even though an article titled ' Mega meeting built to discuss mega homes ' on Page A10 Richmond News dated Friday, November 20, 2015, quoted " The contracts were established in the 1970s and according to the City, do not reflect modern zoning regulations. McPhail said after lobbying efforts by the City since 2009, the province has allowed - as of spring 2014 - municipalities to terminate the contracts early (they will otherwise expire in 2024))..." So any early termination of these LUCs remains a judicial challenged question?
- (4) The aforementioned are suggestions & calculations for further discussion. It is recommended to seek legal advice for the accuracy relating to the above related matters.
- (5) The Notice of Public Hearing relating to Land Use Contracts is to be held on Tuesday, November 24, 2015 at 7:00 pm at Executive Airport Plaza, 7311 Westminster Highway, Richmond, BC. As time is of essence, any owner of LUC property who wants to voice his (or her) grievances or oppose to the proposed re-zoning is strongly advised to attend.

Establishment of Underlying Zoning and Early Termination of Land Use Contracts



LUC BUILDING AND ZONING BYLAW
ENVELOPE SUPER IMPOSED