



Corr. #	Name	Date Received	Pg. #
1	Elizabeth Hardacre	2015/05/02	LUC-1
2	Mark Ting	2015/08/30	LUC-4
3	Mark Ting (email string)	2015/08/17	LUC-6
4	Michelle Li	2015/10/09	LUC-11
5	Lynda Terborg	2015/10/15	LUC-12
6	Cheuk and Elaine Tang Richard and Anna Tang (email string)	2015/10/19	LUC-13
7	David and Elizabeth Currie	2015/11/06	LUC-20
8	Tony Burns (email string)	2015/11/06	LUC-21
9	Richard Tang	2015/11/09	LUC-23
10	Mike Kelly (email string)	2015/11/10	LUC-25
11	Clayton Ablett (email string)	2015/11/10	LUC-26
12	Paul Wright (email string)	2015/11/10	LUC-28
13	Richmond School District No. 38	2015/11/13	LUC-33
14	Joanne Kim	2015/11/14	LUC-34
15	Gordon and Julie Halfnights	2015/11/15	LUC-35
16	Ken and Linda Epps	2015/11/16	LUC-37
17	Trevor Barnett	2015/11/17	LUC-38
18	Elia Nagaria	2015/11/17	LUC-40
19	Bruce Imrie (email string)	2015/11/17	LUC-41

**Email string means an email from the public with a City staff reply.*

Corr. #	Name	Date Received	Pg. #
20	Ted Bruce (email string)	2015/11/17	LUC-46
21	Neil Cumming	2015/11/18	LUC-49
22	Karen Cowl (email string)	2015/11/18	LUC-50
23	David and Elizabeth Currie (email string)	2015/11/18	LUC-53
24	Graham Johnsen John ter Borg Lyn ter Borg (email string)	2015/11/19	LUC-56
25	Andrew Tan (email string)	2015/06/29	LUC-113
26	Patrick Weeks (email string)	2015/08/05	LUC-114
27	Scott Nakade (email string)	2015/11/12	LUC-116
28	Margaret and Ted Mortensen (email string)	2015/11/12	LUC-117
29	Betty Boland (email string)	2015/11/16	LUC-118
30	Rob McLaren (email string)	2015/11/16	LUC-125
31	Mick (email string)	2015/11/17	LUC-127
32	Han Tuyet Linh (email string)	2015/11/17	LUC-129
33	Jason Fung (email string)	2015/11/17	LUC-132
34	Hongda Wu (email string)	2015/11/17	LUC-135
35	Leon and Rita Chan (email string)	2015/11/19	LUC-138
36	Raymond Pare	2015/11/19	LUC-140
37	David and Elizabeth Currie	2015/11/20	LUC-141
38	Pamela O'Donnell	2015/11/20	LUC-142
39	Jim and Teri Barkwell	2015/11/20	LUC-143
40	Raphael and Jackie Lui	2015/11/20	LUC-147
41	Tamara Melder	2015/11/20	LUC-148

**Email string means an email from the public with a City staff reply.*

Corr. #	Name	Date Received	Pg. #
42	Mary Ann Williamson	2015/11/21	LUC-149
43	Eric and Lillian Ah-Yon	2015/11/21	LUC-150
44	Karen and Paul Cowl	2015/11/23	LUC-151
45	Clarence and Frances Anne Ash	2015/11/22	LUC-152
46	David Currie	2015/11/22	LUC-153
47	Kevin Wei	2015/11/22	LUC-154
48	Anil Kotadia	2015/11/22	LUC-155
49	Don and Rosemary Neish	2015/11/22	LUC-156
50	Antonio, Emperatriz, and Patrice Banting	2015/11/22	LUC-157
51	Antonio, Emperatriz, and Patrice Banting	2015/11/22	LUC-158
52	Jim and Marilyn Donaldson	2015/11/22	LUC-159
53	Bernabe and Maria Ellorin	2015/11/22	LUC-160
54	Gary and Carol Chen	2015/11/22	LUC-161
55	T and J Meier	2015/11/22	LUC-162
56	Jim Barkwell	2015/11/22	LUC-163
57	Charlene Liu and Charles Shi	2015/11/22	LUC-165
58	Wilbur Walrond	2015/11/22	LUC-166
59	Eddie Lee, Vivien Wong, and Ming Wong	2015/11/23	LUC-168
60	Ping Xi	2015/11/23	LUC-169
61	Kirk Johnstone	2015/11/23	LUC-170
62	Kathleen Beaumont	2015/11/23	LUC-171
63	Jeffrey Li	2015/11/23	LUC-172
64	Patricia and Patrick Stapleton	2015/11/23	LUC-174
65	Alice Chang	2015/11/23	LUC-175

**Email string means an email from the public with a City staff reply.*

Corr. #	Name	Date Received	Pg. #
66	Karen McDonald	2015/11/23	LUC-177
67	Eric Ah-Yon	2015/11/23	LUC-178
68	John and Sharon Parrott	2015/11/23	LUC-179
69	Tony and Nancy Yurkovich	2015/11/23	LUC-180
70	Robert and Sally Breen	2015/11/23	LUC-184
71	Janet Khong	2015/11/23	LUC-185
72	Graham Taylor	2015/11/23	LUC-187
73	Alan Wong	2015/11/23	LUC-188
74	Alexander and Margaret Brodie	2015/11/23	LUC-190
75	Rae and Brian Seay	2015/11/23	LUC-191
76	Michael Seidelman	2015/11/23	LUC-192
77	Debbie and Craig Matsuzaki	2015/11/23	LUC-193
78	Sandy and Tim VanOstrand	2015/11/23	LUC-195
79	Mary and William Hobbs	2015/11/23	LUC-197
80	John ter Borg	2015/11/23	LUC-200
81	Carlo Pechuanco	2015/11/23	LUC-201
82	Helen Pettipiece	2015/11/23	LUC-202
83	Lee Bennett	2015/11/23	LUC-203
84	[REDACTED]	2015/11/23	LUC-206
85	Marion Smith	2015/11/24	LUC-209
86	Lyn ter Borg	2015/11/24	LUC-211
87	Anne Marie Kirkpatrick	2015/11/24	LUC-213
88	Miranda MacKelworth	2015/11/24	LUC-215

**Email string means an email from the public with a City staff reply.*

Corr. #	Name	Date Received	Pg. #
89	Ann Rees	2015/11/24	LUC-221
90	Bev Loo	2015/11/24	LUC-222
91	Ted Bruce	2015/11/23	LUC-224
92	Robert Williamson	2015/11/23	LUC-225
93	Darren Bernaerdt	2015/11/24	LUC-226
94	Joseph Lai	2015/11/24	LUC-228
95	Jeffrey Li	2015/11/24	LUC-229
96	Wendy Yang	2015/11/24	LUC-232
97	Marilyn Glier	2015/11/24	LUC-233
98	Jerry Lee	2015/09/01	LUC-234
99	Unknown	2015/11/22	LUC-235
100	Elizabeth Hardacre	2015/11/23	LUC-237
101	Wayne Craig, Director of Development	2015/11/24	LUC-241
102	Jim Barkwell	2015/11/24	LUC-253
103	Martin Woolford	2015/11/24	LUC-255
104	Steven Folk	2015/11/24	LUC-256
105	Eric Tung	2015/11/23	LUC-257
106	Monita Chan	2015/11/23	LUC-259
107	Christina Giuliani	2015/11/24	LUC-260
108	Jim Wright	2015/11/24	LUC-262
109	Chunyu Kan and Gongyun Shen	2015/11/24	LUC-263
110	Aaron and Cailan Wang	2015/11/24	LUC-264
111	Daishan Chen	2015/11/24	LUC-265
112	[Name]	2015/11/24	LUC-266

*Email string means an email from the public with a City staff reply.

Corr. #	Name	Date Received	Pg. #
113	Ziyun Qiu	2015/11/24	LUC-267

**Email string means an email from the public with a City staff reply.*

Land Use Contract Written Submissions

As of October 9, 2015

TO: MAYOR & EACH
COUNCILLOR
FROM: CITY CLERK'S OFFICE

MayorandCouncillors

From: MayorandCouncillors
Sent: Thursday, 07 May 2015 4:59 PM
To: 'Liz Hardacre'
Subject: RE: Massive Homes, Bylaws and LUCs

cc: Wayne Craig
John Hopkins
Joe Erceg

This is to acknowledge and thank you for your email, a copy of which has been distributed to the Mayor and Councillors.

In addition, your email has been referred to Wayne Craig, Director of Development for information. If you have a question concerning Land Use Contracts, or further comments at this time regarding Land Use Contracts, please call the Land Use Contract phone line at 604.204.8626.

Also, please note that your correspondence will be included with the staff report regarding Land Use Contracts as part of public correspondence, which will be presented at future public meetings (Committee, Council and Public Hearing), and will appear on the City website.

If you have any concern with your correspondence being published online, please contact the City Clerks Office at 604.276.4007.

Sincerely,

Michelle Jansson
Manager, Legislative Services

City of Richmond, 6911 No. 3 Road, Richmond, BC V6Y 2C1
Phone: 604-276-4006 | Email: mjansson@richmond.ca

From: Liz Hardacre [<mailto:littlelily@telus.net>]
Sent: Saturday, 02 May 2015 12:56 PM
To: MayorandCouncillors
Cc: info@WRAPd.org
Subject: Massive Homes, Bylaws and LUCs

Please see the attached letter outlining our thoughts and questions concerning residential redevelopment in Richmond. Thank you for your attention and study of these issues.

Regards,
Elizabeth Hardacre

City Clerk's Office

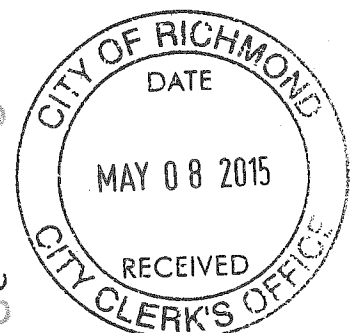
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LUC Correspondence

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MAY 8 2015

& DISTRIBUTED



LUC-1
(Binder 3 - Written Submissions)

BOB & ELIZABETH HARDACRE
5391 WOODPECKER DRIVE
RICHMOND, BC
V7E 5P4

April 30, 2015

RE: Massive Houses, Enforcement of the Zoning Bylaw and Land Use Contracts

Dear Councillor:

As Richmond residents for 35 years, we are disturbed by increasingly unconstrained residential development in our community that has resulted in homes that dwarf their neighbours, impede sunlight, alter drainage patterns and eliminate privacy. The massive faces of these homes around their entire perimeters have significantly altered the characters and livability of Richmond neighbourhoods.

Our own neighbourhood, Westwind, is governed by a Land Use Contract (LUC) that was dismembered in 1989 yet remains in effect. Due to legal uncertainty, properties in our area are particularly vulnerable to redevelopment and construction of massive homes that far exceed the limits of the Richmond Zoning Bylaw. In Westwind, it is permissible to build a home up to 39 feet high instead of the maximum 29.5 feet height allowed for properties elsewhere in Richmond governed solely by the Zoning Bylaw.

But we are most indignant to learn that City officials have been remiss in the application of existing zoning requirements, and have allowed many new homes to exceed the maximum 16.4 interior height restriction dictated by current zoning regulations, without imposing the "double height - double count" requirement that is crucial for the determination of the permissible area of the home. Neighbouring communities in the Lower Mainland, specifically Vancouver, Surrey and Burnaby, have a much lower "double height - double count" requirement (12.1 feet) which makes the failure of City officials to enforce Richmond's already over-generous allowance even more egregious.

- We urge Council to direct City officials to begin consistent enforcement of the "double height - double count" requirement immediately.
- Furthermore, we demand immediate action to resolve the legal limbo of Land Use Contracts by the proactive termination of all LUCs by Richmond. This will permit and expedite the consistent application of the Zoning Bylaw, such as the maximum building height of residential homes to 29.5 feet, a measurement that we believe should be taken from grade to the top of the highest peak of the structure. (This is not the case currently).
- We urge you to investigate adjustments to the Zoning Bylaw that will reduce the massive exteriors of new homes that impact nearby homes and alter the streetscape significantly. For example, we believe that reduction of the "double height - double count" standard for interior heights in the Zoning Bylaw to 12.1 feet is a useful regulatory tool. Double height measurements should be taken from ground level to the highest point of the interior ceiling vault. Reducing the permitted interior area will decrease massive exterior appearances of new homes by altering room, staircase and entrance configurations, reducing the height of exterior walls and reducing or eliminating excessively high vaults, domes, false ceilings and inordinately tall windows.

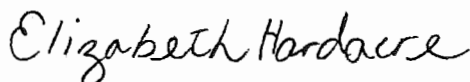
We are not opposed to redevelopment, nor to changing styles and tastes not in keeping with our own. We are opposed to City officials who do not enforce existing zoning rules consistently. We are opposed to current measurements that permit construction of far too tall and far too big homes that directly impact the homes around them. We are opposed to Council's failure to bring in consistent regulations by dragging its feet on the termination of existing LUCs. Meanwhile, many more Richmond homes become bulldozer bait for developers. Councillors and bureaucrats have been listening to the voices of developers, architects and builders and not to those of homeowners. We want to be heard.

We want to hear your voice too. Where do you stand on the issues we have raised? What are you doing to ensure existing regulations are enforced? How do you intend to bring consistency to the zoning regulations? When will you terminate all Land Use Contracts in Richmond? How will you engage, involve and inform Richmond homeowners on these issues?

Yours truly,



Bob Hardacre



Elizabeth Hardacre

Cc:

Mayor Malcolm Brodie

Councillor Derek Dang

Councillor Bill McNulty

Councillor Harold Steves

Councillor Ken Johnston

Councillor Chak Kwong Au

Councillor Linda McPhail

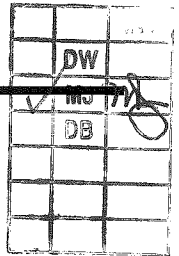
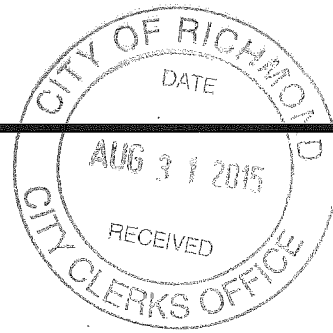
Councillor Carol Day

Councillor Alexa Loo

Westwind Ratepayer Association for Positive Development (WRAPd)

CityClerk

From: Mark Ting <marktingphx@gmail.com>
Sent: August 30, 2015 13:36
To: CityClerk; LUC (Land Use Contract)
Subject: Board of Variance



Categories: 08-4430-03-09 - Zoning & Rezoning - Land Use Contracts (LUC), 01-0100-30-BVAR1-01
- Board of Variance - General

Re: Wayne Craig
John Hopkins
Joe Erceg

Hi

Could you tell me a little bit more about the selection process for the Board of Variance. I saw in the Richmond News that you are asking for volunteers.

I am concerned as I expect you will be flooded with applications from the special interest groups/lobbyist that have been pushing for the LUC early termination.

What steps will be taken to insure that the board is not tilted to one side?

Personally I am not happy with the early termination of the LUC (so I guess I wouldn't be biased and am therefore not applying to hit on the Board of Variance).

In short form-- this is my point of view.

I have lived in Richmond for over 40 years and purchased my home in 2005. At the time I was debating between a house in Riverdale and Tiffany Estates-- I decided on Tiffany Estates as the negatives (smaller house-- less land-- same price) were partially made up with the flexibility of the LUC status. In my mind I paid a premium for the LUC status.

Now-- the LUC is being pulled up from under me. Up until 2014-- any amendment to the LUC had to be agreed upon by the two parties involved (property owner and province)-- similar to any other contract in the business world. Now- the province can arbitrarily change the contract without the property owners say. It just doesn't seem legal. Can you point me in the direction of any documentation that shows where a province can greatly modify a contract after the fact.

I have no statistics but I'm guessing it is the outside groups (non- LUC owners) that are pushing for these changes. I do not see why they should have any say in what goes on with LUC-- they are not involved-- not part of the contract but are receiving all the attention.

It is also my opinion that the city is not doing enough to tell those affected what is going on. There are the forums/town meetings/websites but nobody in LUC areas knows that is going on. I have spoken to dozens of people in my neighbourhood and not one of them knows what is going on. Doesn't the city have the responsibility to send letters/communications directly to those affected? The letters should be in clear language on is allowed on their properties now and how it will be changed. You may think that the message is out there but I is not-- nobody knows and when I tell them they are very surprised/unhappy.

Having public forums filled with people that do not even own a property with a LUC does not make sense. They could be anyone (renters, out of towners, lobbyists)-- why should they have a say on a private contract matter like the one I currently have with the province of B.C.?

City Clerk's Office

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AUG 31 2015

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LUC-4

(Binder 3 - Written Submissions)

LUC Correspondence

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I'm sure you can sense my frustration. Had I known that the LUC would be taken away I would have bought the Riverdale property (7200 sq foot prop versus my 4000 sq foot property). I purposely chose the Tiffany property because of the flexibility offered by the LUC.

Just for the record- I have lived in Richmond for 40 years and plan on living here for at least another 10-15 (if not more). I am not planning on flipping my house to a developer.

My plan was to tear down my existing house after it starts to fall apart (when it reaches about 40 years old) and then rebuild a house that could accommodate my aging parents. Current houses (built in the 1980s) on similar plots of lands are about 22-2500 square feet but under the new laws I would be limited to 2200 square feet. That's insane that the replacement stock is smaller than the original. How does that make sense?

I have seen plenty of houses in the 3000-3200 square foot range that, if designed properly, look great and does not disrupt the aesthetics of the neighbourhood. Houses in my neighbourhood range from 2000-4000 square feet. I would never build a monster house on such a plot of land. I understand there are those that will take advantage and there should be limits-- so change the contract-- that's not a problem but just like any contract those negotiations must be between the two parties involved in the contract. If I had had a piece of land and wanted to re-zone it (i.e. make it subdiviable) -- I would have to go through a huge process and work with the city/neighbourhood (not to mention pay a ton of money in fees). Why do I not deserve the same respect from the city?-- I am perfectly willing to voluntarily limit my LUC but I want to say in how it happens.

Based on the information above-- what are my chances of getting an exception? would this count as a "hard ship"-- does the city have any discretion on what they can and cannot approve? is the board of variance the final decision?

Again-- extremely frustrating. My bird in the hand is being pulled from my grasp and now my fate is up in the air -- I'm at the mercy of a "board of variance." If nobody else cares about the LUC that is their prerogative but I care and would like LUC in force until 2024-2024 date-- I am willing to cap the square footage and will even pay to draw up some plans to show what kind of house I would propose to make (so that you know it fits the neighbourhood). Please let me know needs to be done so that when the early terminations take place (assuming they will-- which I am) I can get an exception.

Much appreciated.

Mark

LUC (Land Use Contract)

From: Mark Ting <marktingphx@gmail.com>
Sent: Monday, 17 August 2015 10:52
To: LUC (Land Use Contract)
Subject: Re: Land Use Contract

Hi John,

Thank you for the information.

It is a tough situation as I chose my house specifically because of it was in an LUC neighbourhood and I didn't think it could be arbitrarily terminated. I also empathize with those who neighbours of developers abusing the LUC flexibility and over building on their lots. . .

I will e-mail the city clerk's office and ask about the Board of Variance office.

I do, however, have one simple question.

When I think of a "contract"-- i think of the definition " a written or spoken agreement, especially one concerning employment, sales, or tenancy, that is intended to be enforceable by law."

Is this not the case for the LUC? Since I bought a house on a LUC wouldn't I have to agree to have it terminated as I am affected?

I guess what I'm asking is "is the city of Richmond and/or the Province of BC legally allowed to terminate/modify the LUC?"-- in the business world this wouldn't be possible as it would likely result in a law suit-- happens all the time when someone breaks a contract-- (as it can be justifiably be argued that the termination could result in a drop of 100s of thousands in property value).

It just doesn't sit well with me-- that my land use can change just like that. I purposely chose a LUC for its flexibility and paid accordingly and now the flexibility that I paid for is being taken away-- doesn't seem right or legal. Imagine you bought a sub dividable lot which costs 100 off thousands more than a similar lot which is zoned for 1 home--- and than being told that your sub dividable lot is being re-classified as non-subdividable. You would be pretty angry and feel that you have been ripped off.

That's how I feel-- most people do not purchase a home thinking about what happens to it 20-30 years down the road so the LUC isn't a major concern for them however I did. I'm a long term planner by nature and this change is greatly affecting my plans.

Anyway-- if you can answer my question about the legality of the termination that would be greatly appreciated (and send me some links which discusses when and how a city can change/terminate a LUC).

All the best,

Mark

City Clerk's Office

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LUC Correspondence

LUC-6
(Binder 3 - Written Submissions)



On Tue, Aug 11, 2015 at 9:59 AM, LUC (Land Use Contract) <LUC@richmond.ca> wrote:

Hi Mark,

To answer your questions:

- you would be able to apply to the Board of Variance following the adoption of the termination bylaws (you would have a 6-month window to make that application to the Board of Variance). Any detailed questions about the Board of Variance should be directed to the City's Clerk's office at [604-276-4007](tel:604-276-4007) or at cityclerk@richmond.ca;
- there is no standard definition of hardship that is used – you would have to convince the Board of Variance that there is a strong reason why you cannot build within the 1-year transition period (Council may also make the transition window longer when they adopt the termination bylaws).

With respect to floor area ratio calculations, the City's typical RS zone is calculated as 0.55 up to a maximum of 464.5m² (5,000 ft²) of lot area, together with 0.30 applied to the balance of the lot area in excess of 464.5m² (5,000 ft²). As you indicated, for a lot that is 4,000 ft² in area, the maximum floor area would equate to 2,200 ft² (0.55 x 4,000 ft² = 2,200 ft²).

With respect to the public hearing, we expect a large turnout and we also expect there will be many different opinions on this matter. Do not assume that this is all a done deal. The public hearing process is there for Council to listen and understand the potential impacts of adopting these bylaws.

John

From: Mark Ting [<mailto:marktingphx@gmail.com>]
Sent: Sunday, 2 August 2015 13:13
To: LUC (Land Use Contract)
Subject: Re: Land Use Contract

Hi John,

thank you for your feedback. I'm just going to assume that the bylaws are adapted by council by the end of 2015-- with that in mind at what point to apply for the Board of Variance for an extension? Also what is considered "hardship"-- it can be a broad definition.

If I am understand the information correctly I would only be able to build a 2200sq foot house on a lot that is approx 40X100. That's quite a bit smaller than the existing houses on similar lots (24-2500 sq feet). Bottom line-- that size of house does not make sense if one is looking to accommodate aging parents which means it does not work for me.

I would like to apply for an extension for the full time of 2024 (which I think is an ideal time as my current house will be nearing the of its life and my parents will likely be living with me around that time).

Can you please point me in the direction how best to contact the board of Variance so that I can start my exemption application.

Regarding the public hearings, although I understand the reasoning behind them, they are filled with a very vocal group with similar interests so getting a word in is problematic. I'm assuming they will get their way since the "squeaky wheel gets the grease."

thank you in advance for your help in this matter.

Mark

On Tue, Jul 14, 2015 at 2:17 PM, LUC (Land Use Contract) <LUC@richmond.ca> wrote:

Hi Mark,

Thank you for your feedback on the proposed early termination of land use contracts (LUCs).

In response to your questions, there will be a transition period of at least 1 year if Council adopts bylaws that would terminate LUCs earlier than the sunset date of 2024. If the LUC termination bylaws are adopted at the end of 2015, then the LUC would still be valid for a minimum of one year before the LUC is terminated (Council could consider allowing a longer transition period up to 2024). If a property owner believes that the 1 year time period poses a hardship and additional time is required, they may apply to the Board of Variance for an extension to a later date up to June 30, 2024. If granted, the extension would only apply to the particular property owner and would end if the property ownership changes.

With respect to your question on applying for a building permit prior to the termination of the LUC, we would typically require construction to begin within 6 months of permit issuance.

Once again, we appreciate your comments and they will be forwarded to Council in the fall when the bylaws are brought forward. There will also be a Public Hearing which will provide property owners and residents to voice their opinion on the early termination of LUCs.

John

From: Mark Ting [mailto:marktingphx@gmail.com]
Sent: Monday, 13 July 2015 21:25
To: LUC (Land Use Contract)
Subject: Land Use Contract

Hi,

I am a resident that lives in Tiffany Estates which will be affected by the change in law surround the land use contract. I'm in favour of leaving the LUC as is for the following reasons:

- I think 2024 is a reasonable year. By that time, most of the homes in my neighbourhood would be over 40 years old and nearing the end of their "housing" life. It will be a good time for the neighbourhood to transition into the next incarnation.
- I bought the house knowing that if I chose to -- I could re-build and allow for my parents to move in thus saving on elder care. My house is 2000 square feet and not ideal for a senior with mobility issues. Under the new rules I would have less flexibility.
- this proposed change will affect the value of my home. It is pretty evident that subdividable lots are worth more than non-subdividable lots. Having more choices/flexibility results in a premium.

I attended the council meeting last week but did not find it too useful. It was dominated by a single special interest group seemed to be bullying through their agenda. They acted like they spoke for all of Richmond but I'm guessing they are actually only the vocal minority.

I can appreciate their point of view and understand that they are resistant to change but all the lower mainland community are in flux-- that is a fact of life. They were of the opinion that most citizens of Richmond preferred large plots of land with small houses. If that were true developers would meet that need but it simply isn't true. Very few people would be willing to buy a plot of land and build a bungalow. It doesn't make sense.

My questions are:

- how can get an exception to the termination of the LUC rules?

- according to the FAQ-- there will be a transition period which is expected to end by the end of 2016. If I chose to re-build do I just have to have my permits in place by 2016 or does the new property have to be built? I.e. can I have my permit accepted and build at a later date (say 2022)?

I like my house the way it is-- I like my neighbourhood but I also know that I will need to take care of my parents and will have to move at some point. I rather not have to move-- I rather re-build on my current plot but I would like the current flexibility afforded by my LUC. I would build to suit the neighbourhood.

I don't want to build anytime soon-- rather not do it until the need arises. So I would like to know if I how to get an exception so that I can go through with my plans later rather than having my hand forced and starting the process in 2016.

thank you very much and I look forward to your reply,

Mark Ting

MayorandCouncillors

From: MayorandCouncillors
Sent: Friday, 9 October 2015 15:01
To: 'Michelle'
Subject: RE: LUCs

This is to acknowledge and thank you for your email of October 8, 2015, a copy of which will be forwarded to the Mayor and each Councillor. In addition, your email will be forwarded to Wayne Craig, Director, Development.

If you have any further comments or concerns, we invite you to call the special Land Use Contract line at 604-204-8626.

Also, your email will be included along with other written submissions on Land Use Contracts.

Thank you for taking the time to contact Richmond City Council.

Best regards,

David Weber
Director, City Clerk's Office
City of Richmond

-----Original Message-----

From: Michelle [<mailto:michelleli.van@gmail.com>]
Sent: Thursday, 8 October 2015 23:53
To: MayorandCouncillors
Subject: LUCs

I have been trying to read information online about the LUCs in Richmond changing to the new bylaws.

It is confusing.

Can Richmond make this information more user-friendly?

I think having a "what this means to me" in basic language would be very helpful for most residents.

My husband and I have had years of university and still can barely decipher the 'code' of this bylaw change and why it is changing. The information online is not user- friendly at all. I can't even imagine if English wasn't your first language and how hard it would be to understand.

Suggested wording:

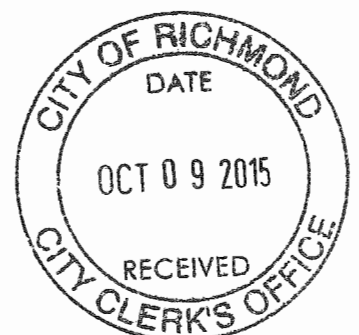
You can build a 3 level home now and there will be reduced size under the new bylaw.
A new home will take up a smaller footprint on a lot, etc.
You may be able to add a secondary suite under the new bylaw.
Etc...

Just some feedback to consider.

Sincerely,
Michelle Li

City Clerk's Office
----- 4

LUC Correspondence
LUC-11
(Binder 3 - Written Submissions)



Land Use Contract Written Submissions

As of November 20, 2015

From: LUC (Land Use Contract)
Sent: Thursday, 15 October 2015 11:46
To: 'Lynda Terborg'
Subject: RE: LUC information meeting & public hearing dates?

Please be advised of the following meeting details:

Public information session to be held to allow interested parties to learn more information about the proposed bylaws and early termination process.

- Date: Thursday, November 5, 2015
- Time: From 4:00 to 8:00 p.m.
- Place: Richmond City Hall (6911 No. 3 Road)

A Special Public Hearing to consider the proposed bylaws will be held:

- Date: Tuesday, November 24, 2015
- Time: Beginning at 7:00 p.m.
- Place: Executive Airport Plaza Hotel (7731 Westminster Highway)

From: Lynda Terborg [<mailto:lterborg@shaw.ca>]
Sent: Thursday, 15 October 2015 09:26
To: LUC (Land Use Contract)
Subject: LUC information meeting & public hearing dates?

Hi ... the council passed 1st reading for early termination LUC bylaws & indicated the City would host an information meeting in early November, followed by a public hearing later in the month.
Can you please confirm the dates & locations for those two meetings.

Thank you,
Lynda Terborg

City Clerk's Office

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LUC Correspondence

LUC₁ - 12
(Binder 3 - Written Submissions)



From: LUC (Land Use Contract)
Sent: Monday, 19 October 2015 14:16
To: 'R T'
Cc: Cheuk Tang; Anna Tang
Subject: RE: appeal Land use contract termination

Hi Richard,

The square footage would likely be reduced with the new underlying zoning as compared to LUC015. In 2014, the Provincial government amended the Local Government Act to provide that all LUCs will expire on June 30, 2024 and require municipalities to establish underlying zoning for LUC properties by June 30, 2022. Additionally, the new legislation also established a process that enables municipalities to undertake the optional early termination of LUCs prior to 2024. Richmond City Council has decided to undertake the early termination of LUCs and establish underlying zoning. There would be no compensation as per Section 914 of the Provincial Local Government Act.

As mentioned in my earlier email, if the early termination bylaws are adopted following the November 24th Public Hearing date, then the bylaws would not take effect for at least 1 year following bylaw adoption. You would have the ability to submit a complete building permit application under the existing land use contract for a 1-year period before the new zoning takes effect.

John

From: R T [mailto:rtangrtang@gmail.com]
Sent: Monday, 19 October 2015 13:58
To: LUC (Land Use Contract)
Cc: Cheuk Tang; Anna Tang
Subject: RE: appeal Land use contract termination

Hi John

If I understand you correctly the sqft building with the new rs zone is considerably reduced to my maximum of 0.55 2750 sqft.

Would there be any compensation for such dramatic change because no disclosure of the early termination when i had bought these two homes in 2008 2009

The change is very dramatic. Take a look at yoshida court since they were allowed under luc to make townhomes. We lose value by usage restriction and the hope.

Thank you
Richard

On Oct 19, 2015 1:23 PM, "LUC (Land Use Contract)" <LUC@richmond.ca> wrote:

Dear Richard **City Clerk's Office**

- - - - - 6

LUC - 13

LUC Correspondence (Binder 3 - Written Submissions)



Under LUC015, there is no floor area restriction – the restriction would be based on the maximum site coverage and 3 storeys. Two homes cannot be attached (no zero lot line), nor is a secondary suite allowed under LUC015.

For the floor area calculation under the RS1/B zone, it is calculated based on your lot size. The first 464.5 m² (5,000 ft²) of your lot has a 0.55 floor area ratio (5,000 ft² x 0.55 = 2,750 ft² of floor area). The remaining portion of your lot that is greater than 5,000 ft² in area, would be calculated using a 0.3 floor area ratio.

John

From: R T [mailto:rtangrtang@gmail.com]
Sent: Monday, 19 October 2015 12:35
To: LUC (Land Use Contract)
Cc: Anna Tang; Cheuk Tang
Subject: Re: appeal Land use contract termination

Dear John,

Thank you for the information for max floor area it says "n/a" under LUC015. Does this mean I can currently use 100% of my 4000sqft lot?

Also, has LUC015 currently permit the joining of my two adjacent properties so that my parents can be joined to my house via a hallway?

For the new proposed one you state "0.55 to max 464.5 m² 0.3 for the balance" Does this mean 0.55 max for the first floor and 0.3 for the second floor?

Thanks and have a great day.

Richard

On 19 October 2015 at 12:22, LUC (Land Use Contract) <LUC@richmond.ca> wrote:

Dear Richard,

The table below provides a summary of some of the key regulations under LUC015 and the proposed new zone, RS1/B.

John

The table below is intended to compare the land use contract regulations for single family dwellings with the proposed new single family zone. For non-single family zones, they are intended to reflect the regulations in the land use contract. The table does not include any site specific amendments or court orders made since registration of the land use contract.

	LUC015	RS1/B
Floor Area Ratio (max)	N/A	0.55 to max 464.5 m ² 0.3 for the balance
Lot Coverage (max)	33%	45%
Front Setback (min)	6.00 m (20 ft) 1.50 m (5 ft) to attached or detached carports	6 m
Side Setback (min)	1.2m (4 ft)	<ul style="list-style-type: none">▪ 1.2 m for lots less than 18 wide▪ 1.8 m for lots of 18m or more but less than 20m in width▪ 2.0 m for lots of 20m or more in width

Exterior Side Setback (min)	3.7m (12 ft)	3 m
Rear Setback (min)	6.0 m (20 ft)	6 m (if the exterior setback is 6.0 m the rear yard can be reduced to 1.2m)
Height (max)	3 storey	2 ½ storeys
Secondary Suite	Not permitted	Permitted

Disclaimer: This summary is provided for general public information only and does not form a representation by the City. Any person making a land use, building construction or financial decision should obtain independent advice regarding all applicable regulations.

From: R T [mailto:rtangrtang@gmail.com]
Sent: Monday, 19 October 2015 10:06
To: LUC (Land Use Contract)
Cc: Anna Tang; Cheuk Tang
Subject: RE: appeal Land use contract termination

Hello John

Thank very much for your email.

Can you please tell me the LUC contract 015 details for building currently? As I understand it is 30% land usage X 3 storeys with some X%age permeable space for draining, and zero lot line.

What would be the proposed change in build structures after the LUC terminates? Would the # of storeys and height be changed and if it is lowered, would the base first floor be bigger and the second floor be bigger, in case you no longer have the ability to make 3 storeys?

On my rationale and position: I think this hurts my plans on having my extended family live in the house, because not everybody put their elders into a retirement home.. I think it is more graceful for family to take care of each other in house rather than put them in a mix of people that they do not know in their last years.

Thank you very much.

Richard

On Oct 19, 2015 9:41 AM, "LUC (Land Use Contract)" <LUC@richmond.ca> wrote:

Dear Cheuk and Elaine Tang,

Thank you for your inquiry. The properties at 11340 and 11320 Galleon Court are in land use contract (LUC) 015. As you noted, this LUC is one of the 93 LUC areas that are being considered for early termination. The early termination of single family LUCs was the result of recent legislative changes that allowed local governments to consider terminating LUCs. The legislation will terminate all LUCs by June 30, 2024; however, there is a process that local governments can take to terminate LUCs earlier. On April 27, 2015, Richmond City Council directed staff to prepare bylaws that introduce new underlying zoning and terminate the 93 LUCs. These are the bylaws that will be subject to a Public Hearing on November 24, 2015. The Public Hearing will give you and any other affected property owners and residents an opportunity to voice your concerns.

There will also be a public information session on November 5, 2015, where people will have an opportunity to understand the process and content of the bylaws.

If the early termination bylaws are adopted following the November 24th Public Hearing date, then the bylaws would not take effect for at least 1 year following bylaw adoption. You would have the ability to submit a complete building permit application under the existing land use contract for a 1-year period before the new zoning takes effect.

John

-----Original Message-----

From: Richard Tang [<mailto:rtangrtang@gmail.com>]

Sent: Sunday, 18 October 2015 21:55

To: LUC (Land Use Contract); cft604@gmail.com

Cc: jet.annatang@gmail.com

Subject: appeal Land use contract termination

Hello City of Richmond

Regarding <http://www.richmond.ca/plandev/planning2/projects/LUC.htm>

We own 11340 and 11320 Galleon Court Richmond BC and V7E 4L3

We noticed that our two properties are under the 93 potential terminations for early termination.

LUC₅ - 17
(Binder 3 - Written Submissions)

What has caused a change to terminate this? This will negatively affect the property value.

Please let us know. I do not think it is wise to do so. I would like our properties to NOT be affected and stay the same so we appeal this and enact the right to maintain it until the end of 2024.

Thank you.

Cheuk and Elaine Tang

604-338-8813

Richard and Anna Tang

604-644-4465 and 604-644-0266

From: Richard Tang <rtangrtang@gmail.com>
Sent: Sunday, 18 October 2015 22:39
To: LUC (Land Use Contract); cft604@gmail.com
Cc: jet.annatang@gmail.com
Subject: Re: appeal Land use contract termination

Sorry,

The phone number should be 604-338-8113
and 604-644-4465 and 604-644-0266

On 10/18/2015 9:55 PM, Richard Tang wrote:

> Hello City of Richmond
>
> Regarding <http://www.richmond.ca/plandev/planning2/projects/LUC.htm>
>
> We own 11340 and 11320 Galleon Court Richmond BC and V7E 4L3
>
> We noticed that our two properties are under the 93 potential
> terminations for early termination.
>
> What has caused a change to terminate this? This will negatively
> affect the property value.
>
> Please let us know. I do not think it is wise to do so. I would like
> our properties to NOT be affected and stay the same so we appeal this
> and enact the right to maintain it until the end of 2024.
>
> Thank you.
>
> Cheuk and Elaine Tang
> 604-338-8813
> Richard and Anna Tang
> 604-644-4465 and 604-644-0266

From: LUC (Land Use Contract)
Subject: FW: Send a Submission Online (response #886)

Sent: November-06-15 9:29 AM
To: MayorandCouncillors

Your Name	David \$ Elizabeth Currie
Your Address	5860 Kittiwake Drive, Richmond BC V7E 4R9
Subject Property Address OR Bylaw Number	Bylaw 9314 LUC 012
Comments	I would like to put on record that I strongly object to the proposal of early termination of the LUC bylaws in my area.

City Clerk's Office

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LUC Correspondence

LUC₁- 20
(Binder 3 - Written Submissions)



From: LUC (Land Use Contract)
Sent: Friday, 6 November 2015 15:02
To: 'TONY BURNS'
Cc: Burns, Kim; Morris,A.J.
Subject: RE: information sessions

A Public Hearing notification on LUCs will begin appearing on doorsteps next Monday, November 9th. Yesterday's public information session was to provide baseline information on LUCs, and all of the information at that session can be found at:

<http://www.richmond.ca/plandev/planning2/projects/LUC.htm>

The boards at yesterday's public information session will be added to the above link later on today.

I hope this helps and please call 604-204-8626 or send an email at luc@richmond.ca for further information.

John

From: TONY BURNS [<mailto:tonyburns@shaw.ca>]
Sent: Friday, 6 November 2015 11:11
To: LUC (Land Use Contract)
Cc: Burns, Kim; Morris,A.J.
Subject: information sessions

I thought the people who were in LUC's would be notified about these information sessions . I have herd there was one yesterday and two other people at work here say they were not notified.

City Clerk's Office

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LUC Correspondence

LUC₁ - 21
(Binder 3 - Written Submissions)



From: LUC (Land Use Contract)
Sent: Thursday, 4 June 2015 15:45
To: 'TONY BURNS'
Cc: 'kimburns@shaw.ca'
Subject: RE: Early Termination

Thank you for your email and questions.

To answer your questions:

#1: No. Each land use contract (LUC) will be treated separately and the proposed zoning will consider the differences for each LUC. We intend to use the City's standard RS1 zoning, and if that does not reflect the current LUC regulations, we may propose site specific zoning.

#2: Yes. For zero-lot line LUCs we will likely create a site specific zone to allow anyone who wishes to construct a zero-lot line house.

#3: Not determined yet. If a site specific zone is being created, we would likely consider using a similar site coverage that is in the LUC. In cases where the site coverage is not regulated, we will likely use our existing zoning bylaw as a guide. For many of our RS1 zones, site coverage up to 45% is permitted.

#4: Difficult to answer. Having said that, there shouldn't be a measurable difference (i.e. increase) as the proposed zoning is meant to reflect many of the regulations in the LUC.

We intend to present the proposed zoning to Council in the fall. Following that, there will be a detailed Public Hearing notice that would indicate the proposed zoning in order for property owners to assess the impact. A separate Public Hearing will be held later in the fall.

John

From: TONY BURNS [<mailto:tonyburns@shaw.ca>]
Sent: Thursday, 4 June 2015 14:30
To: LUC (Land Use Contract)
Cc: kimburns@shaw.ca
Subject: Early Termination

Good afternoon i have a couple of straight forward questions. Being that all land use contracts are different as you would know,EG some are stand alone property's and others like mine are zero lot line, our particular one has 33% site coverage no FSR.

#1 Are all land use contracts being treated the same in relation to the re zoning?

#2 Will we be able to re build with a zero lot line as the lots are only 30ft wide.

#3 what will the re zoned site coverage be ?

#4 will this in any way affect my taxes in the future.

Thank you .

From: Richard Tang <rtangrtang@gmail.com>
Sent: Monday, 9 November 2015 17:32
To: LUC (Land Use Contract)
Cc: Wade Gork; Cheuk Tang; Phillip Sewell
Subject: Hi summary of some points regarding LUC015 Galleon Court and Windjammer dr

Hi John

On behalf of Wade Gork at 4411 windjammer (whom i have just talked to) and my parents and among others we would like these points to be brought up during the LUC early termination. You may use this conversation during the public hearing.

As there are original owners who still own their places, there was a wave of new owners about 10 - 7 years ago into these homes as the original owners have retired and moved on. I am in this category of new owners and put a 25 year mortgage on my property. We have been informed of the LUC of 2024 and decided that we had plenty of time to rebuild our homes to live there permanently. Many of us "new owners" started a family and are now building cash reserves, lines of credit and extra funds for a new build or major renovation. When we do build we did not plan on increasing our square footage footprint by so little to only 2200 sqft (0.55 of 4000 sqft lot). We wanted to build out to accommodate a typical family plus an extended family for my parents. A couple plus two or three kids plus a pet and perhaps a parent or two. With the termination of this destroys our plans altogether.

Also recently I had an appraiser looking at our house for a refinancing. The early termination reduces the value because it discourages investors and builders from rebuilding on this land; which in turn reduces the usefulness and therefore the potential to sell at a price that is in line with the other homes.

Thirdly we must understand that during the 70s these homes were spec homes and were not made to last. The problems include thinner insulation and ranch siding and two by four framing. Most of the roofs did not have tar paper underneath, and the sheathing and all materials were not of the highest quality. These are not high quality compared to Westwind homes. They were built during the time when they just to pass efficiency standards. By reducing the allowable build size to 0.55 it reduces the incentive for these owners to build out and and rebuild a nicer home because the cost per square footage averages cheaper when it is higher.

If the main concern is to prevent building square homes then an ordinance is appropriate but doing this early termination across so many LUCs is not cost efficient or productive.

There are multitudes of reasons why we should leave things alone. Not all households are singular and atomic. We live in a diverse multicultural society and one aspect of it is respect and in-house care for our elders. Having the consolation of the RS1 zoning of a separate suite is not suitable to have an elder parent live in it. I think there is some callousness dealing (or not dealing) with this issue. My parents are nearing 80 years of age and I plan on building or extending the home later to accommodate them. It is the culturally acceptable thing to do. The default assumption of porting these old timers to nursing care homes is a consequence of not being able to build out to an appropriate size.

Regarding Lynn Terborg and her petition to terminate the LUC, I think she had a listing or was advertising to act fast before the LUC is terminated. I believe this is self-serving and is not the benefit of the seller, and that she is creating controversy by advertising it in this fashion.

I think a community can be made with proper measures to match the needs of the citizens of Richmond today.

City Clerk's Office

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LUC Correspondence

LUC₁- 23
(Binder 3 - Written Submissions)



When the city of Vancouver is taking positive changes to their zoning to accommodate the influx of immigrants and population by building lanehomes, why are we doing the opposite -- by reducing the density. This is a dangerous precedent and I think it is only for the benefit of those who want Steveston to stay the same. We cannot stop the influx of population and immigration, but by doing restrictions to prevent family density is destructive to the community and to our own households.

Thank you for your time.

Richard Tang
6046444465

From: LUC (Land Use Contract)
Sent: Tuesday, 10 November 2015 10:27
To: 'Mike Kelly'
Subject: RE: 10770 Hollybank Drive

Dear MK,

Thank you for your email concerning 10770 Hollybank Drive. The house that you are referring to is proposed to be 3 storeys with a height of 34.6 ft (10.6m). The lot coverage is 40%. This is all consistent with the regulations under land use contract 101, but differs significantly compared to the standard single-detached zone (RS1) that is proposed for this property.

You can speak with James Cooper, Manager, Plan Review, if you have any further questions on this house and building permit. James can be reached at jcooper2@richmond.ca or at 604-247-4606.

John

-----Original Message-----

From: Mike Kelly [<mailto:yvrmk@icloud.com>]
Sent: Monday, 9 November 2015 16:45
To: LUC (Land Use Contract)
Subject: 10770 Hollybank Drive

Please explain the land use allowed at this address, currently under construction. I am interested in how high the building can be, as well as the land coverage the structure can cover on this 40 foot lot.
Is there consideration given to the fact that the third floor of this house will allow the occupants to look directly down into the adjacent homes skylights., whether in a living area or a bathroom.
Thank you,I am aware of the November 24th meeting.

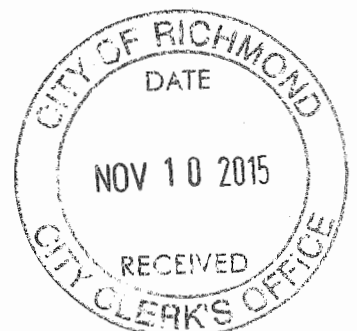
MK

City Clerk's Office

- - - - 1 0

LUC Correspondence

LUC₁ - 25
(Binder 3 - Written Submissions)



From: LUC (Land Use Contract)
Sent: Tuesday, 10 November 2015 11:43
To: 'clay ablett'
Subject: RE: Land use public hearing

Clayton,

Thank you for your email. The table below should assist you in comparing the key regulations under LUC148 and the proposed RS1/B zone.

The table below is intended to compare the land use contract regulations for single family dwellings with the proposed new single family zone. For non-single family zones, they are intended to reflect the regulations in the land use contract. The table does not include any site specific amendments or court orders made since registration of the land use contract.

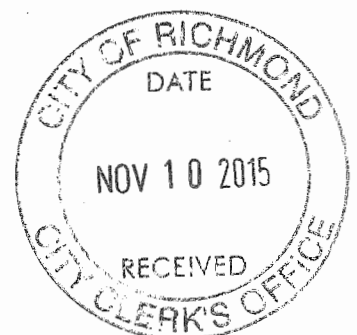
	LUC148	RS1/B
Floor Area Ratio (max)	N/A	0.55 to max 464.5 m ² 0.3 for the balance
Lot Coverage (max)	40%	45%
Front Setback (min)	4.5m 1.5m for carports or garages	6 m
Side Setback (min)	1.2m 0.9m to carports	<ul style="list-style-type: none">1.2 m for lots less than 18 wide1.8 m for lots of 18m or more but less than 20m in width2.0 m for lots of 20m or more in width
Exterior Side Setback (min)	3m	3 m
Rear Setback (min)	4.5m for one storey 6m for second storey	6 m (if the exterior setback is 6.0 m the rear yard can be reduced to 1.2m)
Height (max)	3	2 ½ storeys
Secondary	Not Permitted	Permitted

City Clerk's Office

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LUC Correspondence

LUC₁ - 26
(Binder 3 - Written Submissions)



Suite	Permitted	
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Disclaimer: This summary is provided for general public information only and does not form a representation by the City. Any person making a land use, building construction or financial decision should obtain independent advice regarding all applicable regulations.

If you have any questions, please call 604-204-8626 or send an email to luc@richmond.ca

John

From: clay ablett [<mailto:clayablett@hotmail.com>]

Sent: Monday, 9 November 2015 19:24

To: LUC (Land Use Contract)

Subject: Land use public hearing

Hello

I am not currently aware of the details of land use 148 and based on my current address would like to obtain to determine how this impacts my current land use.

Is it possible to obtain a copy so I know what my current status is and to allow me the opportunity to provide my opinion. Also should it be terminated how does this impact?

Address 10740 Fundy drive
Showing as LUC 148 in booklet provided.

Thank you,

Clayton Ablett

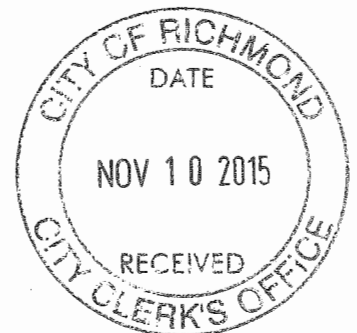
| [604-897-5397](tel:604-897-5397) (cell) | clayablett@hotmail.com

From: paul wright <left321@telus.net>
Sent: Tuesday, 10 November 2015 13:13
To: LUC (Land Use Contract)
Subject: Re: land use contract 003....thanks

Thanks for your time and for answering my questions, I feel a bit more at ease. It was a shock to get such a big book in the mail yesterday and then try to figure out what it was all about and how it was going to affect us.

thanks

Paul Wright



City Clerk's Office

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LUC Correspondence

LUC₁- 28
(Binder 3 - Written Submissions)

From: LUC (Land Use Contract)
Sent: Tuesday, 10 November 2015 13:07
To: 'paul wright'
Subject: RE: land use contract 003

The single family mill rate would be the same for LUC and RS1 properties.

You would have to speak to an independent appraiser about property values and how they are determined.

John

From: paul wright [mailto:lefty321@telus.net]
Sent: Tuesday, 10 November 2015 12:43
To: LUC (Land Use Contract)
Subject: Re: land use contract 003

thanks..

Is there an appraiser or a specialist in the field of land economics at City hall who you can defer the question too?

Are the forementioned "mill rates" the same for both types of property categories LUC 003 vs RS1/E.. If not what is the difference.

Thanks
paul

On 2015-11-10, at 12:29 PM, LUC (Land Use Contract) wrote:

That's a question that would have to be deferred to an appraiser or a specialist in the field of land economics. There are many factors involved in property values, so to find a precise answer on how the early termination of land use contracts would impact property values will be difficult to answer.

John

From: paul wright [mailto:lefty321@telus.net]
Sent: Tuesday, 10 November 2015 12:21
To: LUC (Land Use Contract)
Subject: Re: land use contract 003

yes... a difficult question but a very important one.

Based on what you know about property values is this process going to increase or decrease my property value and if so by how much?

On 2015-11-10, at 12:12 PM, LUC (Land Use Contract) wrote:

That is a difficult question to answer because taxes are set by a mill rate set by Council and the mill rate is multiplied by the assessed property value.

John

From: LUC (Land Use Contract)
Sent: Tuesday, 10 November 2015 12:13
To: 'paul wright'
Subject: RE: land use contract 003

That is a difficult question to answer because taxes are set by a mill rate set by Council and the mill rate is multiplied by the assessed property value.

John

From: paul wright [mailto:lefty321@telus.net]
Sent: Tuesday, 10 November 2015 11:59
To: LUC (Land Use Contract)
Subject: Re: land use contract 003

Thanks for the info
Do you have any info on whether or not this will affect our city taxes
thanks

Paul Wright

On 2015-11-10, at 11:47 AM, LUC (Land Use Contract) wrote:

Paul,

The property at 3071 Williams Road is in Land Use Contract 003. You can find additional information on our website at:

<http://www.richmond.ca/plandev/planning2/projects/LUC.htm>

In particular, click on the pdf file Land Use Contract - Report and Summaries, and scroll down past the report and to the summary pages - Land Use Contract 003. There you will find a table that compares the key regulations under LUC003 and the proposed RS1/E zone for your property.

John

-----Original Message-----

From: paul wright [mailto:lefty321@telus.net]
Sent: Monday, 9 November 2015 19:29
To: LUC (Land Use Contract)
Subject: land use contract 003

Hello,

My family and I live at 3071 Williams Rd.

LUC₁ - 31
(Binder 3 - Written Submissions)

Could you please detail the changes that are being proposed, and how this will affect us.

In particular we would like to know if this will affect our city taxes and how.

What if any changes will be made to what can be built on our property; ie what the current building footprint vs property size and any height restrictions changes.

thanks

Paul Wright



November 13, 2015

David Weber, Director City Clerks Office
City of Richmond
6911 No.3 Road,
Richmond, BC
V6Y 2C1

Re: Notice of Public Hearing relating to Land Use Contracts Correspondence

Dear Mr. Weber,

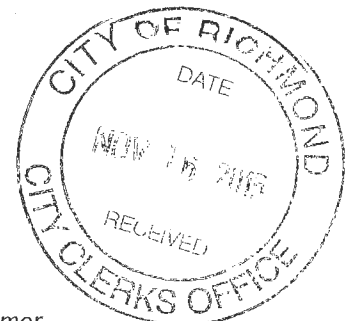
School District 38 has received the above notice where, on November 24, 2015, Council is seeking input in their consideration of the Bylaws that relate to individual Land Use Contracts through a Public Hearing.

Diefenbaker Elementary School is the only School District property encumbered by the Land Use Contracts identified in the notice. Because Diefenbaker's Land Use Contracts address residential land uses only and have no effect on the school or its property, the School District is supportive of the City considering the early termination of the Diefenbaker Land Use Contract.

Sincerely,

Clive Mason, Architect: AIBC, LEED AP
Director of Facilities Planning

Cc: Monica Pamer, Superintendent of Schools
Mark De Mello, Secretary Treasurer



From:

LUC (Land Use Contract)

Sent: November-14-15 6:57 AM

To: MayorandCouncillors

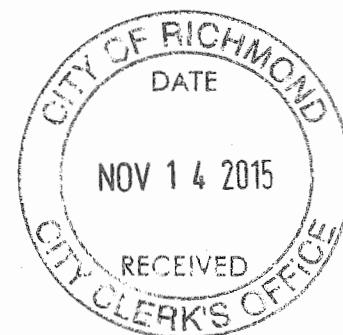
Your Name	Joanne Kim
Your Address	11540 Pelican Court
Subject Property Address OR Bylaw Number	Land Use Contract 002 Early termination Bylaw No. 9301
Comments	I object to the early termination of LUC 002. When given the time to 2024, I don't understand why the City Council is rushing to terminate the LUC. The early termination would affect the lives of many residents and therefore the City Council should consider to terminate LUC's in 2024.

City Clerk's Office

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LUC Correspondence

LUC₁ - 34
(Binder 3 - Written Submissions)



From: Julie Halfnights <jhalfnights@shaw.ca>
Sent: Sunday, 15 November 2015 19:47
To: LUC (Land Use Contract)
Subject: LUC Public Hearing Submission

November 15, 2015
5184 Sapphire Place
Richmond V7C 4Z9

To: Mayor and Council

Re: Early Termination of Land Use Contracts

We are unable to attend the upcoming Public Hearing due to travel plans. Please accept the following as our input.

As the owners of a home located at 5184 Sapphire Place on property impacted by the City's desire to terminate Land Use Contracts (LUCs), we are concerned this change will reduce the value of our property. This need not be the case. If the City is able to zone more creatively, our property value may stay the same and, at the same time, opportunities may open up for renovations and changes that actually benefit single family LUC neighbourhoods like ours.

Our older son recently purchased a single family home in the City of North Vancouver – it is a duplex on what was previously a single family lot; he and his wife own the title to their 'half' of the lot and building. In their area there are several different types of stratified lots, including:

- simple duplexes like theirs that are owned outright with, effectively, a zero lot line – those familiar with Ontario zoning will know these as 'semi-detached';
- duplexes and triplexes stratified by floor or within the building structure;
- duplexes and triplexes divided into separate residences for rental purposes, where the rental units may support the mortgage of young buyers or the lifestyle of retirees; and
- homes with coach houses at the back of the lot (sometimes over a garage), whether stratified or rental.

The neighbourhood is lively; nearby shops and the closest school have stayed open because families can still afford to buy there.

If Richmond can apply zoning options like these while terminating LUCs, the impact to LUC homeowners like us will be reduced or mitigated and the move could well provide options for more affordable homes in Richmond's single family neighbourhoods.

Thank you for your consideration

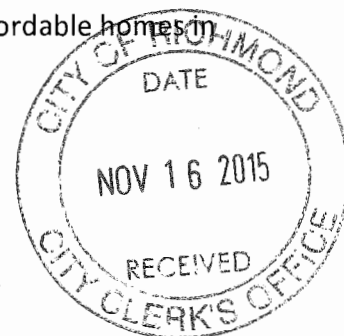
City Clerk's Office

Gordon and Julie Halfnights

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LUC₁- 35

LUC (Binder 3 - Written Submissions)



Julie Halfnights
Home Phone: 604.275.0972
Cell Phone: 604.868.3046

City Council
c/o City Clerk
6911 No. 3 rd.,
Richmond B.C.
V6Y 2C1

Dear Council: Our property 6341 Sheridan Road

In regards to changes of bylaw 8500, land use contract 44, amendment bylaw 9346 we have concerns because of lot size and the original variance applied to these lots when developed. We have a limited lot size because originally these were to be strata lots included with the Maple Tree Lane development but were split off midstream because of a developer problem. (Bankruptcy). As these are freehold lots and a variance was attached to these lots as sold by the developer I would like the variance of zero lot line as currently applies attached to this title permanently. We could run into problems with set back if a new home was planned and also should this dwelling be consumed by fire or destroyed by other causes we would not be able to replace it as is without first again applying for a new variance at our expense which may even be denied. In other words we would be unable to rebuild our home. This would of course negatively affect the value of this property.

We are not opposed to the height restrictions but believe special allowances should be included for setbacks and percentage of land used to accommodate what is already in place for over 30 years. This house we had constructed 35 years ago.

Ken and Linda Epps
6341 Sheridan Road,
Richmond, B.C.
V7E 4W5

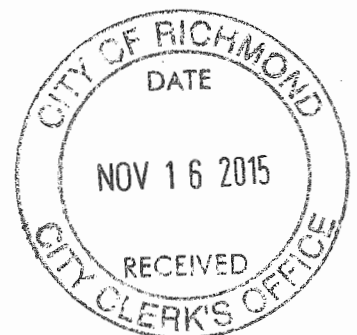
City Clerk's Office

- - - - 1 6

LUC Correspondence

LUC - 37

(Binder 3 - Written Submissions)



From: trevor barnett <trevorhbarnett@gmail.com>
Sent: Tuesday, 17 November 2015 17:11
To: LUC (Land Use Contract)
Subject: Nov. 24. Public Hearing - LUC's

Hello: this is
Trevor Barnett
5180 Bunting Avenue,
Richmond. V7E 5W1
LUC 157

Dear Sir: Thank you for preparing the detailed booklet pertaining to the upcoming Public Hearing on Nov. 24th; relating to Land Use Contracts.

By way of a little background on my knowledge of these Legal Contracts. I am a long term professional REALTOR with Macdonald Realty Westmar here in Richmond. I have personally SOLD and witnessed many of the re-developed LUC properties here. In 2009 I was also invited to sit on the Westwind Working Group together with Richmond City staff, namely: Brian Jackson, Holger Burke and Edwin Lee. The purpose of this committee was to discuss an application for re-development of an LUC property located at: 11251 Kingfisher Drive. During these various meetings we discussed in depth HOW these LUC designations were first introduced by the Provincial Gov. of the day and in turn the variances that each contract had with respect to building heights and overall lot coverage.

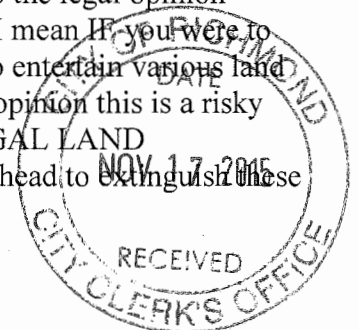
The Westwind Working Group came to the conclusion that while we were split on the idea of seeking a 51% mandate to dissolve our LUC, we were equally not convinced that it was in the best interests of all the homeowners affected, as quite a number would NOT be able to re-build their home to the previous square footage if a major fire occurred for example.

Together with City staff we discussed the various options that might be available to the City. Staff stated that they would pick up any associated re-zoning costs should we achieve the 51%. Here in LUC 157 many of the existing properties are non-conforming as they relates to current RS1 standards under By Law 8500. During these discussions the City staff stated that the City of Surrey had recently challenged the validity of an LUC in a commercial re-zoning application. The resulting legal challenge by the city failed and additionally were ordered to pay damages to the applicant. Richmond City staff were not inclined to do the same (legal challenge) with that precedent now set. Q. Have there been ANY successful municipal challenges where LUC's were concerned?

So here we are today with various public groups ie: WRAPd (Westwind Ratepayer Association for Positive development) having made presentations to the City of Richmond to bring forward the Provincial date of dissolution from 2022. In your booklet you state that you are "seeking public opinion" to consider "Early Termination" of LUC's. To the best of my knowledge there is no mention as it relates to the legal opinion (chance of success) of your lawyers in moving forward with such an adoption. By that I mean If you were to receive an overall public consensus with a By Law amendment, you would then have to entertain various land owner appeals, up to the time of 1 year following the By Law adoption. In my humble opinion this is a risky move by the City in moving forward to uni-laterally "Early Terminate" an existing LEGAL LAND CONTRACT when the Provincial Government has already stated that they will move ahead to extinguish these in 2022. I appreciate that for some that date is too far off.

City Clerk's Office
- - - - 17
LUC Correspondence

LUC₁ - 38
(Binder 3 - Written Submissions)



I'm sure that you will receive many submissions both in favor and those who will not, for various hardship/investment reasons. As an LUC homeowner, I would personally object to my tax dollars being spent by the City of Richmond in future legal challenges you will undoubtedly incur following a decision to move forward.

Sincerely,
Trevor Barnett.

MayorandCouncillors

From: Webgraphics
Sent: November-17-15 9:24 PM
To: MayorandCouncillors
Subject: Send a Submission Online (response #890)

Categories: 08-4057-05 - Affordable Housing

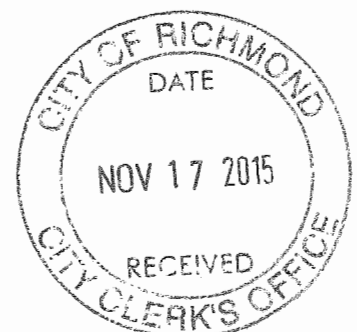
Send a Submission Online (response #890)

Survey Information

Site:	City Website
Page Title:	Send a Submission Online
URL:	http://cms.richmond.ca/Page1793.aspx
Submission Time/Date:	11/17/2015 9:23:38 PM

Survey Response

Your Name	Elia Nalaria
Your Address	310-8200 Colonial Dr, Richmond, BC
Subject Property Address OR Bylaw Number	8200 Colonial Dr, Richmond, BC
Comments	The rental cost of this apartment is lower, so very helpful to low income family like us. The place is very convenient for our children to go to elementary school and high school. Very ideal place to raise family. Please consider to extend the contract as long as possible.



City Clerk's Office

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LUC Correspondence

LUC 1 40

(Binder 3 - Written Submissions)

From: Bruce Imrie <bruce.imrie@gmail.com>
Sent: Tuesday, 17 November 2015 22:08
To: Weber,David
Subject: Re: Notice of Public Hearing relating to Land Use Contracts

Thanks for following up, David.

The purpose of my email was to gain clarification of the changes that are being proposed. I support the changes that the city is proposing and so will not be speaking. I also support the city's OCP plan to 2041.

Best regards,

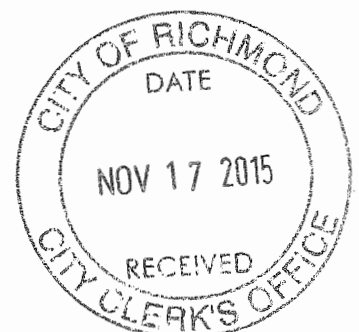
Bruce Imrie

City Clerk's Office

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LUC Correspondence

LUC₁ - 41
(Binder 3 - Written Submissions)



From: LUC (Land Use Contract)
Sent: Thursday, 12 November 2015 14:39
To: 'Bruce Imrie'; LUC (Land Use Contract)
Cc: Lach Coburn; Gayle Imrie
Subject: RE: Notice of Public Hearing relating to Land Use Contracts

Bruce,

Thank you for your email. You appear to have a good understanding of the nature of the proposed bylaws. You can find a series of summary sheets that compare some of the key regulations for each land use contract and the proposed zoning at the following link:

<http://www.richmond.ca/plandev/planning2/projects/LUC.htm> - click on the pdf file for Land Use Contract – Report and Summaries.

I have included the table summaries for both LUC041 and LUC148 below.

Land Use Contract 041

The table below is intended to compare the land use contract regulations for single family dwellings with the proposed new single family zone. For non-single family zones, they are intended to reflect the regulations in the land use contract. The table does not include any site specific amendments or court orders made since registration of the land use contract.

	LUC041	RS1/B	RD1 (duplex)
FAR (max)	N/A	0.55 to max 464.5 m ² 0.3 for the balance	0.55 to max 464.5 m ² 0.3 for the balance
Lot Coverage (max)	33%	45%	45%
Front Setback (min)	6 m	6 m	6 m
Side Setback (min)	1.2 m	<ul style="list-style-type: none">▪ 1.2 m for lots less than 18 wide▪ 1.8 m for lots of 18m or more but less than 20m in width▪ 2.0 m for lots of 20m	1.2 m

		or more in width	
Exterior Side Setback (min)	4.5m	3 m	3 m
Rear Setback (min)	6 m	6 m (if the exterior setback is 6.0 m the rear yard can be reduced to 1.2m)	6 m
Height (max)	3 storeys	2 ½ storeys	2 ½ storeys
Secondary Suite	Not permitted	Permitted	Not permitted

Disclaimer: This summary is provided for general public information only and does not form a representation by the City. Any person making a land use, building construction or financial decision should obtain independent advice regarding all applicable regulations.

Land Use Contract 148

The table below is intended to compare the land use contract regulations for single family dwellings with the proposed new single family zone. For non-single family zones, they are intended to reflect the regulations in the land use contract. The table does not include any site specific amendments or court orders made since registration of the land use contract.

	LUC148	RS1/B	ZT78 (townhouse)
FAR (max)	N/A	0.55 to max 464.5 m ² 0.3 for the balance	0.44
Lot Coverage (max)	40%	45%	33%
Front Setback (min)	4.5m 1.5m for carports or garages	6 m	7.5 m from a public road
Side Setback (min)	1.2m 0.9m to carports	<ul style="list-style-type: none"> ▪ 1.2 m for lots less than 18 wide ▪ 1.8 m for lots of 18m or more but less than 20m in width ▪ 2.0 m for 	11 m

		lots of 20m or more in width	
Exterior Side Setback (min)	3m	3 m	6 m
Rear Setback (min)	4.5m for one storey 6m for second storey	6 m (if the exterior setback is 6.0 m the rear yard can be reduced to 1.2m)	6 m
Height (max)	3	2 ½ storeys	9 m (2 storeys)
Secondary Suite	Not Permitted	Permitted	Not permitted

Disclaimer: This summary is provided for general public information only and does not form a representation by the City. Any person making a land use, building construction or financial decision should obtain independent advice regarding all applicable regulations.

Hope this helps.

John

From: Bruce Imrie [<mailto:bruce.imrie@gmail.com>]
Sent: Thursday, 12 November 2015 14:32
To: LUC (Land Use Contract)
Cc: Lach Coburn; Gayle Imrie
Subject: Notice of Public Hearing relating to Land Use Contracts

Dear Sir or Madam;

My friend and I have received a booklet with notice as described above. We have reviewed the information contained therein and while we understand that the intention is to seek early termination of bylaw 9341, within Land Use Contract 041, which I understand will be replaced with Zoning bylaw 8500, amendment bylaw 9340. I understand that this proposal will change my residential zoning to RS1/B.

Similarly, Mr. Coburn is impacted within Land Use Contract 148, seeking early termination of bylaw 9469 to be replaced with bylaw 9468. Again, I understand that this proposal will change the residential zoning to RS1/B.

I have located and read zoning for RS1/B and can apply the ratios of lot size to building as provided, however I have not been able to locate what the current provisions are so that I can assess the impact.

Can you please provide the following:

1. confirm that my understanding of this Land Use Contract proposal is correct.

2. If my understanding is correct, provide we with the current zoning ratios which would apply to Land Use Contract 041, bylaw 9341 and Land Use Contract 148, bylaw 9469.

Thank you for your assistance.

Best regards;

Bruce Imrie

From: Ted Bruce <tedbruce51@gmail.com>
Sent: Tuesday, 17 November 2015 20:28
To: LUC (Land Use Contract)
Subject: Re: Land use contract 052

Thank you John. This is very helpful. I am still uncertain if the zoning proposed in the land use contract 052 is different from the current zoning. If it is different, it would be good to know what changes will be in effect - for example will there be secondary suites allowed under the new zoning when they were not allowed before?
Thanks for further information if you can provide it.

On Mon, Nov 16, 2015 at 3:50 PM, LUC (Land Use Contract) <LUC@richmond.ca> wrote:

Ted,

The RS1 zone is our standard single-detached dwelling zone. The 'B' in RS1/B reflects the minimum lot size. Regulations in RS1/B, RS1/C, RS1/D, and RS1/E have the same regulations as they apply to the size and massing of a building.

More than 21,000 properties in Richmond are zoned as RS1. That is why this is the zone that is proposed to be used for almost all of the single-family land use contracts that are proposed to be terminated.

Listed below is a summary of some of the key regulations under the RS1 zone.

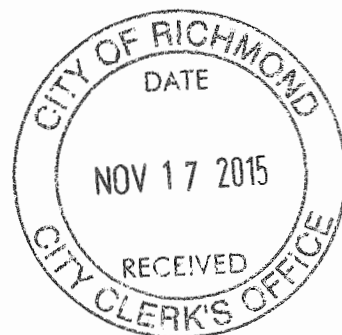
	RS1/B
Floor Area Ratio (max)	0.55 to max 464.5 m ² of site area plus 0.3 for the balance
Lot Coverage (max)	45%
Front Setback (min)	6 m
Side Setback	▪ 1.2 m for lots less than

City Clerk's Office

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LUC₁ - 46

(Binder 3 - Written Submissions)



(min)	18 wide <ul style="list-style-type: none"> ▪ 1.8 m for lots of 18m or more but less than 20m in width ▪ 2.0 m for lots of 20m or more in width
Exterior Side Setback (min)	3 m
Rear Setback (min)	6 m (if the exterior setback is 6.0 m the rear yard can be reduced to 1.2m)
Height (max)	2 ½ storeys
Secondary Suite	Permitted

The RS1 zoning is different for most land use contracts as land use contracts do not have a floor area maximum and they have a maximum of 3 storeys. However, most land use contracts allow a smaller lot coverage (generally 33% to 40%) and do not allow a secondary suite.

Let me know if you have any further questions on this.

John

From: Ted Bruce [mailto:tedbruce51@gmail.com]
Sent: Monday, 16 November 2015 15:36
To: LUC (Land Use Contract)
Subject: Land use contract 052

Can you explain in plain language the zoning definition Single Detached RS1/B? Is this different than the current zoning and if so what is the substantive difference? I read the definition of this classification on line but

it is very technical and I don't understand what the City is proposing to allow on Peterson Drive as a result of the Bylaw Amendment. Thank you.

--

Ted Bruce

Cell - 778-870-1663

--

Ted Bruce

Cell - 778-870-1663

CityClerk



From: Neil Cumming <ncumming@telus.net>
Sent: Wednesday, 18 November 2015 08:15 PM
To: Steves, Harold; Loo, Alexa; Johnston, Ken; Day, Carol; Dang, Derek; Brodie, Malcolm; Au, Chak; McPhail, Linda; McNulty, Bill
Cc: CityClerk
Subject: Changes to LUCs - Public Hearing Nov 24
Categories: 12-8060-20-009300-009485

Ladies and Gents:

I will not be able to attend the public hearing next week, but I do wish to make my views on this important topic known.

I am generally supportive of the approach Council and the City are taking. Indeed, it is the only one that makes sense, and I would encourage you to proceed with implementation of the bylaws as drafted. I would also ask of you to be cognizant of two things:

1. The residents of Richmond have a right to peaceful enjoyment of their residential properties. Indeed, this right has been entrenched in our common law. At the moment, development in our residential neighbourhoods is out of control, and people are being forced to endure life in a construction zone for literally years on end. This must stop. Once these bylaws are in place I ask that you turn your minds to fulfilling the commitments you have made to the people of Richmond in the Official Community Plan and the Vision Statement. Some development is inevitable, but enough is enough. You owe it to the people and have committed to them that it will be done in a planned and controlled manner. You now need to deliver.

2. The timing of the implementation of the new bylaws is a matter of great concern. With a one year period between the time the bylaws are adopted and when they become effective, and an additional year in which residents can appeal, there is bound to be a huge flurry of redevelopment applications as the builders try to maximize their buildable size and space under the old rules. Thus, the situation will inevitably spiral even more out of control. Please turn your minds to how residents will be protected from this onslaught of uncontrolled construction. With the way things go in the development world, we are facing at least another three years in which things will get worse before they get better unless you act to get things back under control. (Three years will put us on the eve of the next election, to which I am already looking forward.)

Thank you.

Neil Cumming

(By the way, the email address I have for Mr. Steves keeps bouncing. If one of you could forward this to the correct email address I would appreciate it.)



City Clerk's Office

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LUC Correspondence

LUC - 49
(Binder 3 - Written Submissions)

From: karen cowl <design@stripegraphics.com>
Sent: Wednesday, 18 November 2015 10:48
To: LUC (Land Use Contract)
Cc: karen cowl
Subject: Re: Public Hearing on Land Use Contracts, information request

Hi John

Sorry...ignore this question....I found our particular LUC is already in there.
Karen

On 2015-11-18, at 10:42 AM, karen cowl <design@stripegraphics.com> wrote:

Hi John

Sorry, one last question...regarding Land Use Contract 041 which is the neighbourhood we live in.

We are on the south side of Hollymount Drive, so below Hollymount Gate effectively...why are we not included in this proposed termination and adoption of new bylaws to restrict the size and height of homes being built? Or are we covered by newer bylaws that already do this? I ask in part because a "monster" home is currently being built on Hollybank just off of Lassam Road and it is one full floor over all the other houses there and appears to be quite close to the other houses on either side?

Thanks again for your help with all of this,
Karen

On 2015-11-18, at 10:22 AM, "LUC (Land Use Contract)" <LUC@richmond.ca> wrote:

Karen,

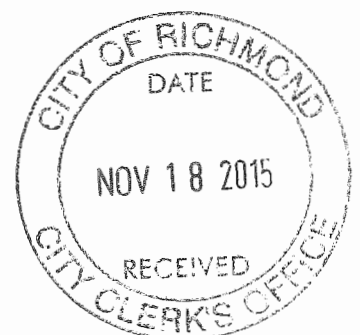
I think that is a fair interpretation of why Council is considering the bylaws. Many of the single family properties under land use contract are relying on regulations from the 1970s which is not in keeping with today's zoning regulations. We are seeing this with some of the new single family homes being rebuilt under a land use contract. In some cases, homes being rebuilt under a land use contract are significantly larger than the size of a new house being built under RS1 zoning. I hope this provides some clarification on this issue.

John

-----Original Message-----

From: Stripe Graphics [mailto:design@stripegraphics.com]
Sent: Wednesday, 18 November 2015 09:57 City Clerk's Office

LUC₁- 50₂ 2
(Binder 3 - Written Submissions)
LUC Correspondence



To: LUC (Land Use Contract)
Cc: karen cowl
Subject: Re: Public Hearing on Land Use Contracts, information request
Importance: High

Thank you John. This is very helpful. If I may ask for further clarification...in reading the report and summary to do with our neighbourhood's LUC which is 041, it appears that proposed bylaw amendments have to do with protecting the integrity, look, feel etc of our current neighbourhood, and essentially restricting the building of "monster" homes above everyone else's roof line, a few of which have been built, within our neighbourhood?

I would like this clarified as we are unable to attend the meeting on the 24th, but I would like to submit something in writing if this is the correct understanding or interpretation.

Thank you very much for your help with this,

Karen Cowl

On 2015-11-18, at 9:32 AM, LUC (Land Use Contract) <LUC@richmond.ca> wrote:

Karen,

Thank you for your email. You can find additional information on the early termination of land use contracts at: <http://www.richmond.ca/plandev/planning2/projects/LUC.htm>. On that page, if you click on the pdf link 'Land Use Contracts - Report and Summaries' and scroll down to the summary page for your land use contract, it will provide you with a comparison of some of the key regulations between your land use contract and the proposed zoning. I hope this helps.

John

-----Original Message-----

From: karen cowl [<mailto:design@stripegraphics.com>]
Sent: Wednesday, 18 November 2015 08:58
To: LUC (Land Use Contract)
Cc: karen cowl
Subject: Public Hearing on Land Use Contracts, information request
Importance: High

Hello Luc

We are a residents in the west side of Richmond. We received the booklet regarding the public hearing, and outlining the proposed bylaw changes to the land use in our neighbourhood.

In reading through our specific pages regarding our neighbourhood, it is unclear what the new bylaws will be. Can you clarify? Right now it appears that the termination of the existing residential single detached and residential two-unit dwellings land use bylaws could be replaced by any new bylaw stipulations.

We would like more information on the proposed re-allocation of land use in the areas noted in the diagram for our neighbourhood.

Thanks
Karen Cowl
604-271-5543

From: David Currie <davie53@telus.net>
Sent: Wednesday, 18 November 2015 16:34
To: LUC (Land Use Contract)
Subject: RE: LUC Online Submittals

Would this be accessible online, or how would I be able to retrieve this information?

Cheers

David Currie

From: LUC (Land Use Contract) [mailto:LUC@richmond.ca]
Sent: November 18, 2015 2:33 PM
To: 'David Currie' <davie53@telus.net>
Subject: RE: LUC Online Submittals

Good afternoon Mr. Currie,

Yes, the written submissions will be published and made available. We are currently organizing them for this purpose and we plan to publish what we have received up until on Friday evening.

Thanks, David Weber
Director, City Clerk's Office

From: David Currie [mailto:davie53@telus.net]
Sent: Wednesday, 18 November 2015 13:28
To: LUC (Land Use Contract)
Subject: RE: LUC Online Submittals

Hi

Hate to ask the question again, but I am real interested in knowing if public submittals through your website will be made public. I am assuming it will be, and would ask that you show me how to access this information.

Cheers

David Currie

From: David Currie [mailto:davie53@telus.net]
Sent: November 16, 2015 9:30 AM
To: 'luc@richmond.ca' <luc@richmond.ca>
Subject: LUC Online Submittals

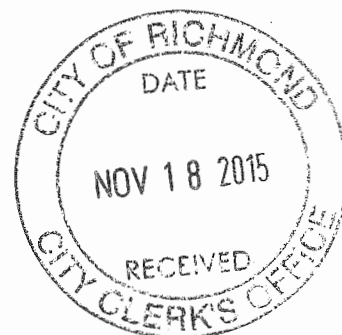
Hello

City Clerk's Office

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LUC Correspondence (Binder 3 - Written Submissions)

LUC₁ - 53



Could you tell me if the above will be made public? I am very interested to review feedback from the public, rather than just from the small group from Westwind.

Thanks

David Currie
Westwind Resident
604 295-6335

Weber,David

From: David Currie <davie53@telus.net>
Sent: Monday, 9 November 2015 08:23
To: LUC (Land Use Contract)
Subject: LUC Discussion

Hello

I'd like to ask the following questions:

How many new 'monster' homes have been built under LUC bylaws?

How many of these are three level?

How many of the three level houses built have there been complaints against?

How many residents are complaining about the LUC bylaws? I assume this may be a difficult question to answer however can you tell me how many council meetings have there been complaints raised.

When did this issue come to Council's attention? 10 years, 5 years ago??

How many single family residential properties are there in Richmond?

Thanks

David Currie
Westwind Resident
604 295-6335

From: Hopkins, John
Sent: Thursday, 19 November 2015 10:16
To: LUC (Land Use Contract)
Subject: ZS Zoning for LUC 157
Attachments: Westwind LUC 157_036_032_031_027_012_006_002 FULL.pdf; Westwind - LUC table.xlsx

This was requested to be part of the public record.

From: Lynda Terborg [<mailto:lterborg@shaw.ca>]
Sent: Tuesday, 3 November 2015 13:15
To: Hopkins, John; Craig, Wayne
Cc: 'Graham Johnsen'; 'John ter Borg'
Subject: ZS Zoning for LUC 157

John and Wayne,

Following up on our meeting of Friday, October 23, 2015.

Thank you for taking the time to understand some of our concerns regarding the City's process and the proposed solutions for early termination of LUCs in Richmond, particularly as it relates to LUC 157 in the Westwind neighbourhood. We left you copies of our research detailing all 8 LUCs in the Westwind neighbourhood representing a total 405 properties (62% of the neighbourhood and approximately 10% of total residential single family detached LUC's properties in Richmond). Find attached, spreadsheet tables and colour-coded maps that describe the conformance of proposed underlying sub-zoning to lot size and to existing house size (density).

The original Westwind developer initiated the first residential single family LUC 002 in Richmond. He also created the last significant LUC 157 (with 204 properties) in Richmond under Zoning Bylaw 1430. When that bylaw was repealed, he was again awarded one of the first CD zones under Zoning Bylaw 5300 to create his development in Terra Nova. Both Westwind and Terra Nova were developed with the same rationale of mixed lot frontages and mixed lot sizes. A building style unique to the developer. When ZB 5300 was repealed and ZB 8500 succeeded it, CD zones were no longer used and those zones were transitioned, not to regular underlying sub-zones such as proposed for LUC 157, but to a newly created category of ZS Site Specific Zones.

The methodology that you have presented averages the varied lot sizes, rather than applying a ZS site specific zoning that recognizes the broad mix of sizes in the original and still vibrant subdivision scheme. We note that you have applied the ZS zone for the proposed zoning for the Yoshida Court LUC area and other zero lot line LUC's to recognize the specific character of those neighbourhoods as well as having used it in areas in Terra Nova. We believe the LUC 157 area is quite analogous to those precedents and that using a ZS zoning rather than the one you propose would do away with inaccurate underlying zoning.

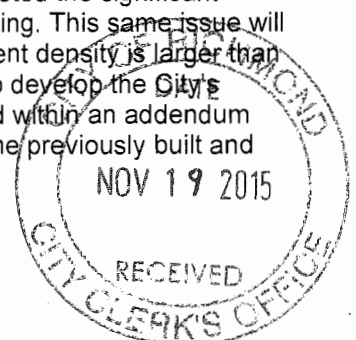
Applying the ZS zoning option will effectively retain the neighbourhood character and allow for consistent future planning and development in this area. The mix of lot size and frontages are area-specific and are distinct similarities between Westwind and Terra Nova. For this reason a new ZS zoning is accurate and defensible as the appropriate underlying zoning for LUC 157.

As we understand it, the LUC replacement zoning was not intended by you to up-zone properties, but we do object to its demonstrated down-zoning current density of many properties in the LUC 157 area. You have noted the significant percentage of properties (43% = 87 properties) we have identified that will become non-conforming. This same issue will apply to other LUC neighbourhoods specifically Tiffany Gardens and Redwood Park where current density is larger than permitted under regular zoning. ZS zoning complies with the methodology that has been used to develop the City's process. As you described to us last Friday, the appropriate density for each lot can be included within an addendum list to the specific zone. This approach does not increase permitted density but instead retains the previously built and existing density to the current City standard (55%*5000 ft.sq. +30%).

City Clerk's Office

- - - - 24

LUC₁- 56
LUC Correspondence (Binder 3 - Written Submissions)



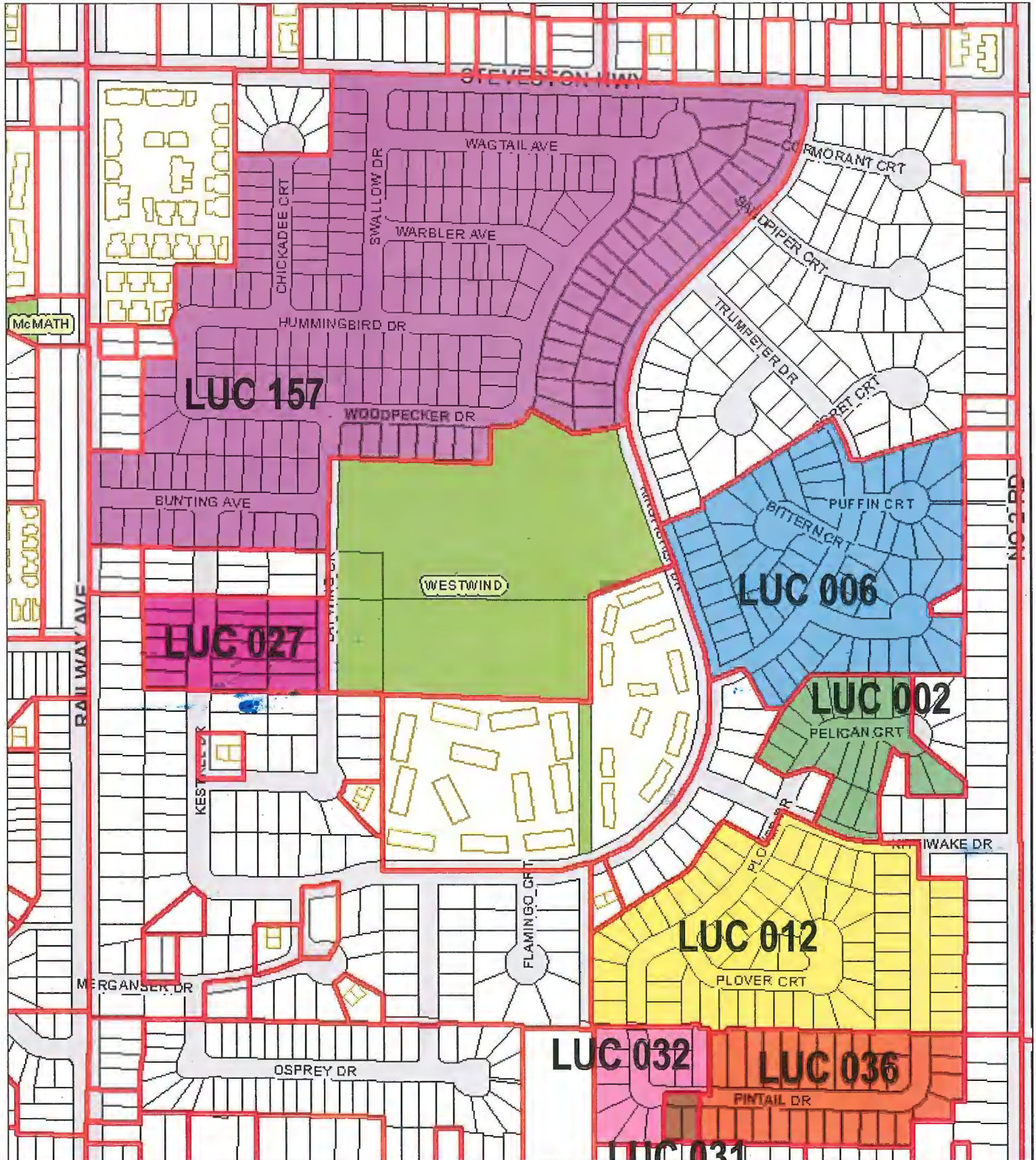
The bylaws proposed at the early termination Public Hearing on November 24th can be amended (with no requirement for another Public Hearing), changing the proposed averaged sub zones to site specific ZS zoning . The new ZS neighbourhood zone would retain current density on individual LUC properties and thus fit under the definition of retention, not an increase of density.

We ask that City staff support this proposed amendment to improve the early termination bylaws and to more accurately reflect why the LUCs were created in the first place.

Thank you,

Graham Johnsen
John ter Borg
Lyn ter Borg

WESTWIND ZONING LUC 157, 036, 032, 031, 027, 012, 006 & 002



220.9 0 110.47 220.9Meters

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

© City of Richmond

THIS MAP IS NOT TO BE USED FOR NAVIGATION

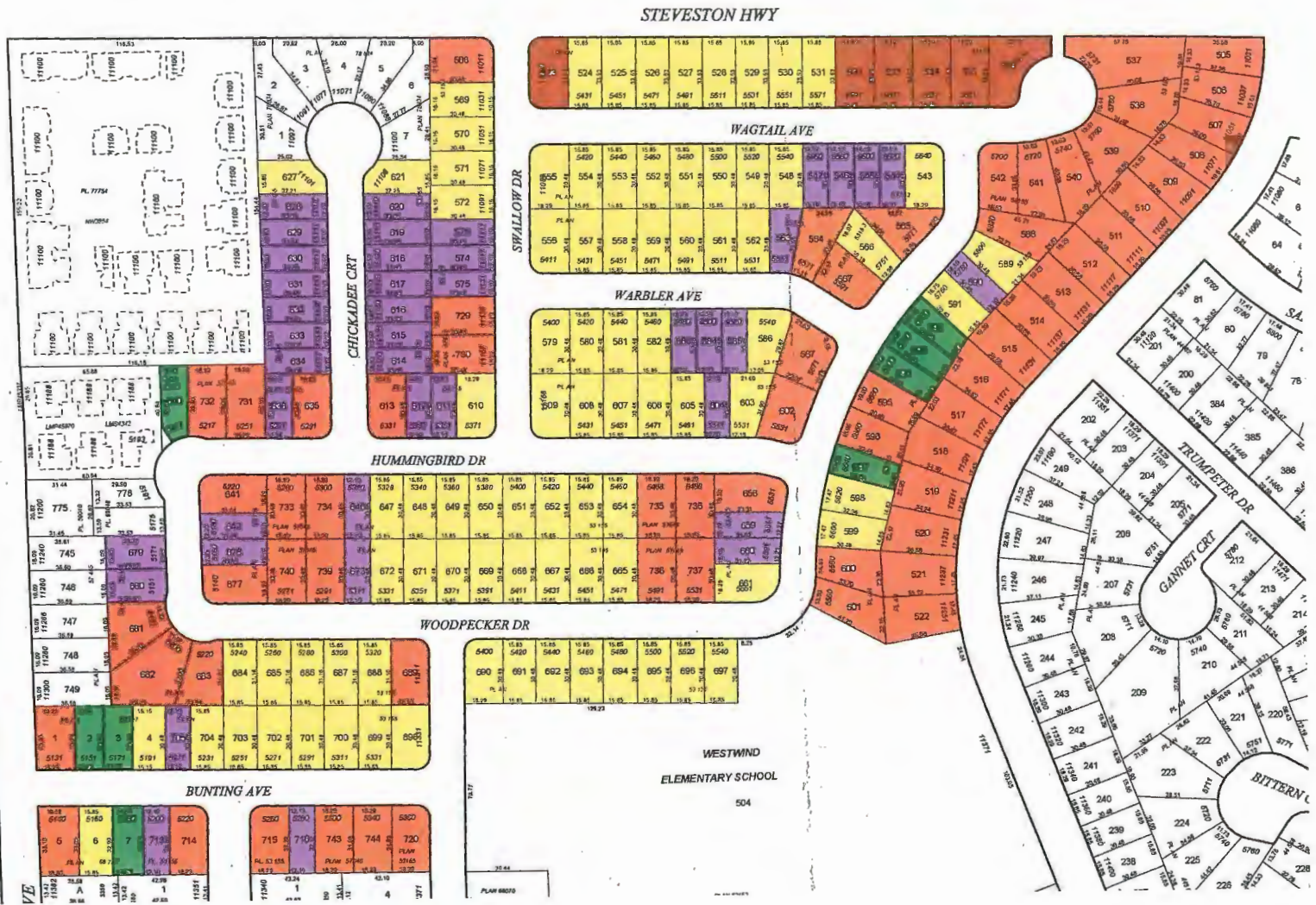
LUC - 58
(Binder 3 - Written Submissions)

LUC 157 (3 Sections Proposed)

Section A Chickadee proposed B sub-zone

Section B Main Area proposed D sub-zone

Section C Kingfisher proposed E sub-zone



Westwind - Land Use Contract 157

	Street	Address	Lot Size (ft ²)	Proposed	Zoning		Current House size (ft ²)		Floor Area Ratio (FAR)				Current LUC	
					Site specific	Conforms	MLS Database	BC Assessment	55% + 30% (ft ²)	Conforms	55% (ft ²)	Conforms	FAR (ft ²)	35 feet max height 40% x's 3-storeys
1	1 Bunting	5131	6123	D	E	N	2912	2912	3087	Y	3368	Y	3674	7348
2	2 Bunting	5151	4467	D	C	N	2805	2805	2457	N	2457	N	2680	5360
3	3 Bunting	5171	4512	D	C	N	2915	2870	2482	N	2482	N	2707	5414
4	4 Bunting	5191	4961	D	D	Y	2888	2992	2729	N	2729	N	2977	5953
5	5 Bunting	5211	4002	D	B	N	2246	2267	2201	N	2201	N	2401	4802
6	6 Bunting	5231	5200	D	D	Y	2806	2806	2810	Y	2860	Y	3120	6240
7	7 Bunting	5251	5200	D	D	Y	2631	2854	2810	N	2860	Y	3120	6240
8	8 Bunting	5271	5200	D	D	Y	3428	3428	2810	N	2860	N	3120	6241
9	9 Bunting	5291	5201	D	D	Y	3322	3322	2810	N	2861	N	3121	6241
10	10 Bunting	5311	5201	D	D	Y	3350	3386	2810	N	2861	N	3121	6241
11	11 Bunting	5331	5200	D	D	Y	3436	3470	2810	N	2860	N	3120	6240
12	12 Bunting	5140	6760	D	E	N	3385	3190	3278	Y	3718	Y	4056	8112
13	13 Bunting	5160	5590	D	D	Y	2648	2803	2927	Y	3075	Y	3354	6708
14	14 Bunting	5180	5209	D	C	N	2655	2706	2813	Y	2865	Y	3125	6251
15	15 Bunting	5200	4297	D	B	N	2326	2312	2363	Y	2363	Y	2578	5156
16	16 Bunting	5220	6328	D	E	N	2547	2547	3148	Y	3480	Y	3797	7594
17	17 Bunting	5260	6267	D	E	N	3726	3668	3130	N	3447	N	3760	7520
18	18 Bunting	5280	4224	D	B	N	2326	2345	2323	N	2323	N	2534	5069
19	19 Bunting	5300	6312	D	E	N	2889	2889	3144	Y	3472	Y	3787	7574
20	20 Bunting	5340	6279	D	E	N	3349	3349	3134	N	3453	Y	3767	7535
21	21 Bunting	5360	6162	D	E	N	3421	3421	3099	N	3389	N	3697	7394
22	1 Chickadee	11101	5160	B	D	N	2644	2725	2798	Y	2838	Y	3096	6192
23	2 Chickadee	11107	4214	B	B	Y	2539	2587	2318	N	2318	N	2528	5057
24	3 Chickadee	11111	4191	B	B	Y	2539	2511	2305	N	2305	N	2515	5029
25	4 Chickadee	11117	4166	B	B	Y	2633	2821	2291	N	2291	N	2500	4999
26	5 Chickadee	11131	4141	B	B	Y	2529	2891	2278	N	2278	N	2485	4969
27	6 Chickadee	11137	4116	B	B	Y	2326	2343	2264	N	2264	N	2470	4939
28	7 Chickadee	11151	4091	B	B	Y	2400	2444	2250	N	2250	N	2455	4909
29	8 Chickadee	11157	4068	B	B	Y	2401	2520	2237	N	2237	N	2441	4882
30	9 Chickadee	11108	5195	B	D	N	3440	3426	2809	N	2857	N	3117	6234
31	10 Chickadee	11110	4222	B	B	Y	2599	2537	2322	N	2322	N	2533	5066
32	11 Chickadee	11118	4195	B	B	Y	2563	2515	2307	N	2307	N	2517	5034
33	12 Chickadee	11120	4171	B	B	Y	2326	2326	2294	N	2294	N	2503	5005
34	13 Chickadee	11128	4145	B	B	Y	2550	2590	2280	N	2280	N	2487	4974
35	14 Chickadee	11140	4123	B	B	Y	2365	2550	2268	N	2268	N	2474	4948
36	15 Chickadee	11148	4098	B	B	Y	2554	2757	2254	N	2254	N	2459	4918
37	16 Chickadee	11160	4073	B	B	Y	2522	2793	2240	N	2240	N	2444	4888
38	1 Hummingbird	5131	6972	D	E	N	2805	2860	3342	Y	3835	Y	4183	8366
39	2 Hummingbird	5151	4801	D	B	N	2724	3100	2641	N	2641	N	2881	5761
40	3 Hummingbird	5171	4840	D	B	N	2763	2880	2662	N	2662	N	2904	5808
41	4 Hummingbird	5211	5123	D	C	N	2802	2931	2787	N	2818	N	3074	6148
42	5 Hummingbird	5217	6807	D	E	N	3028	3538	3292	N	3744	Y	4084	8168
43	6 Hummingbird	5251	6910	D	E	N	3100	3100	3323	Y	3801	Y	4146	8292
44	7 Hummingbird	5271	4182	D	B	N	2231	2231	2300	Y	2300	Y	2509	5018
45	8 Hummingbird	5291	5985	D	E	N	3213	3316	3046	N	3292	N	3591	7182
46	9 Hummingbird	5331	5990	D	E	N	3390	3564	3047	N	3295	N	3594	7188
47	10 Hummingbird	5337	4002	D	B	N	2314	2098	2201	Y	2201	Y	2401	4802
48	11 Hummingbird	5351	3999	D	B	N	2409	2321	2199	N	2199	N	2399	4799
49	12 Hummingbird	5371	5910	D	D	Y	2576	2852	3023	Y	3251	Y	3546	7092
50	13 Hummingbird	5431	5199	D	D	Y	2576	2454	2810	Y	2859	Y	3119	6239
51	14 Hummingbird	5451	5199	D	D	Y	2822	2754	2810	Y	2859	Y	3119	6239

Street	Lot size	Richmond Zoning		House size (ft ²)		FAR			Conform
		Proposed	Site specific	MLS Database	BC Assessment	55%/30% (ft ²)	Conform	55% (ft ²)	
154 17 Warbler	5571	D	E	2250	2209	3175	Y	3529	Y
155 18 Warbler	5591	D	E	2663	2540	3118	Y	3425	Y
156 1 Woodpecker	5200	D	E	4312	3958	4378	Y	5735	Y
157 2 Woodpecker	5220	D	E	3423	3423	3125	Y	3438	Y
158 3 Woodpecker	5240	D	D	3211	3421	2845	Y	2925	Y
159 4 Woodpecker	5260	D	D	3116	3116	2845	Y	2924	Y
160 5 Woodpecker	5280	D	D	2600	2795	2845	Y	2925	Y
161 6 Woodpecker	5300	D	D	2899	3073	2845	Y	2924	Y
162 7 Woodpecker	5320	D	D	3073	2532	2845	Y	2924	Y
163 8 Woodpecker	5400	D	D	3150	3150	3023	Y	3251	Y
164 9 Woodpecker	5420	D	D	2172	3247	2810	Y	2860	Y
165 10 Woodpecker	5440	D	D	2804	3337	2810	Y	2860	Y
166 11 Woodpecker	5460	D	D	5200	2592	2810	Y	2860	Y
167 12 Woodpecker	5480	D	D	5200	3505	2810	Y	2860	Y
168 13 Woodpecker	5500	D	D	5200	2676	2810	Y	2860	Y
169 14 Woodpecker	5520	D	D	5200	2709	2810	Y	2860	Y
170 15 Woodpecker	5540	D	D	5201	2812	2810	Y	2861	Y
171 16 Woodpecker	5560	D	E	6641	3356	3242	Y	3653	Y
172 17 Woodpecker	5580	D	E	6142	3140	3093	Y	3378	Y
173 18 Woodpecker	5600	D	D	5458	2825	2887	Y	3002	Y
174 19 Woodpecker	5620	D	D	5650	2728	2945	Y	3108	Y
175 20 Woodpecker	5640	D	D	4738	2423	2606	Y	2606	Y
176 21 Woodpecker	5660	D	E	5935	3118	3031	Y	3264	Y
177 22 Woodpecker	5680	D	E	5989	2607	3047	Y	3294	Y
178 23 Woodpecker	5700	D	C	4624	1880	2543	Y	2543	Y
179 24 Woodpecker	5720	D	C	4603	2346	2532	Y	2532	Y
180 25 Woodpecker	5740	D	C	4466	2366	2456	Y	2456	Y
181 26 Woodpecker	5760	D	D	5346	2760	2854	Y	2940	Y
182 27 Woodpecker	5780	D	B	4000	2122	2200	Y	2200	Y
183 28 Woodpecker	5800	D	D	5591	2614	2927	Y	3075	Y
184 29 Woodpecker	5820	D	E	6898	2103	3319	Y	3794	Y
185 30 Woodpecker	5271	D	E	6000	3518	3050	Y	3300	Y
186 31 Woodpecker	5291	D	E	5999	3233	3050	Y	3299	Y
187 32 Woodpecker	5311	D	B	4002	2272	2201	Y	2201	Y
188 33 Woodpecker	5331	D	D	5200	2532	2810	Y	2860	Y
189 34 Woodpecker	5351	D	D	5200	2976	2810	Y	2860	Y
190 35 Woodpecker	5371	D	D	5200	2705	2810	Y	2860	Y
191 36 Woodpecker	5391	D	D	5200	2932	2810	Y	2860	Y
192 37 Woodpecker	5411	D	D	5201	2738	2810	Y	2861	Y
193 38 Woodpecker	5431	D	D	5201	3090	2810	Y	2861	Y
194 39 Woodpecker	5451	D	D	5200	2990	2810	Y	2860	Y
195 40 Woodpecker	5471	D	D	5200	3030	2810	Y	2860	Y
196 41 Woodpecker	5491	D	E	6001	2800	3050	Y	3301	Y
197 42 Woodpecker	5531	D	E	6000	2590	3050	Y	3300	Y
198 43 Woodpecker	5551	D	D	5774	2690	2982	Y	3176	Y
199 44 Woodpecker	5591	D	B	4137	2438	2275	Y	2275	Y
200 45 Woodpecker	5611	D	B	4273	2021	2350	Y	2350	Y
201 46 Woodpecker	5631	D	E	6501	2917	3200	Y	3576	Y
202 47 Woodpecker	5671	D	E	7110	2294	3383	Y	3911	Y
203 48 Woodpecker	5751	D	D	5248	5190	2824	Y	2886	Y
204 49 Woodpecker	5771	D	E	6226	2688	3118	Y	3424	Y
Total Non-Conforming Properties							87	71	38
%							43%	35%	19%

7699
7474
12514
7500
6382
6379
6382
6379
6379
7093
6240
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6240
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7370
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6780
5686
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7187
5549
5524
5359
6415
4800
6709
8278
7200
7199
4802
6240
6240
6241
6240
6240
7201
7200
6929
4964
5128
7801
8532
6298
7471



City of Richmond

Bylaw 9474

Richmond Zoning Bylaw 8500, Amendment Bylaw No. 9474 To Establish Zoning for the Properties Developed Under Land Use Contract 157

The Council of the City of Richmond, in open meeting assembled, enacts as follows:

1. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by designating that portion outlined in bold and shown as Area "A" on "Schedule A attached to and forming part of Bylaw 9474" as **"SINGLE DETACHED (RS1/B)"**.
2. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by designating that portion outlined in bold and shown as Area "B" on "Schedule A attached to and forming part of Bylaw 9474" as **"SINGLE DETACHED (RS1/D)"**.
3. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by designating that portion outlined in bold and shown as Area "C" on "Schedule A attached to and forming part of Bylaw 9474" as **"SINGLE DETACHED (RS1/E)"**.
4. This Bylaw may be cited as **"Richmond Zoning Bylaw 8500, Amendment Bylaw No. 9474"**.

FIRST READING

A PUBLIC HEARING WAS HELD ON

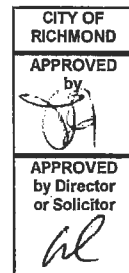
SECOND READING

THIRD READING

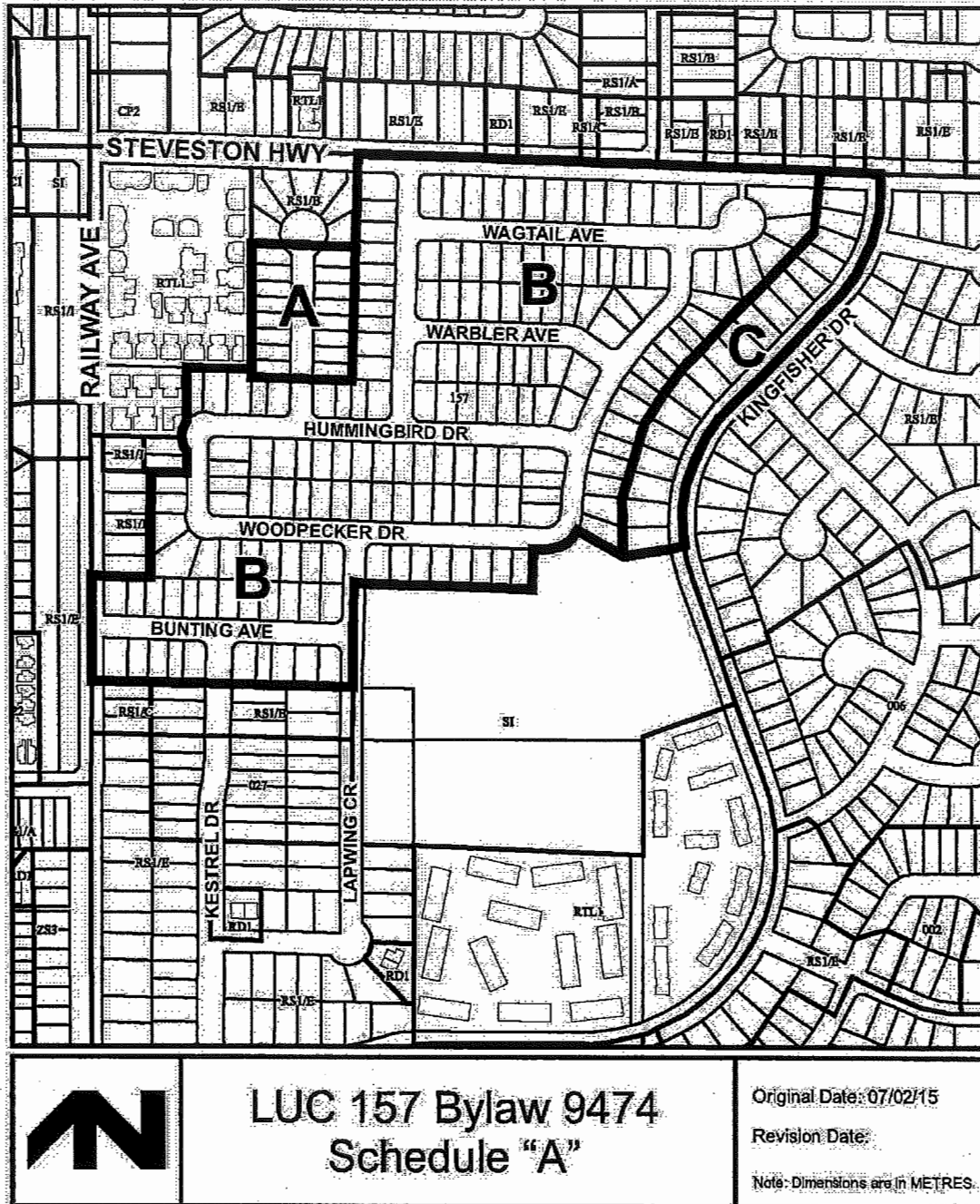
ADOPTED

MAYOR

CORPORATE OFFICER



City of
Richmond





**Richmond Land Use Contract 157
Early Termination Bylaw No. 9475**

Whereas "Land Use Contract 157", having Charge Number RD55090, including all amendments, modifications and extensions to Charge Number RD55090, charges the lands generally outlined in bold and shown on "Schedule A attached to and forming part of Bylaw 9475".

The Council of the City of Richmond, in open meeting assembled, enacts as follows:

1. That "Land Use Contract 157" having Charge Number RD55090, including all amendments, modifications and extensions to Charge Number RD55090, be terminated in its entirety.
2. That the effective date of termination of "Land Use Contract 157" be one year from the date of adoption of Richmond Land Use Contract 157 Early Termination Bylaw No. 9475.
3. The Mayor and Corporate Officer are hereby authorized to execute any documents necessary to terminate, release and discharge "Land Use Contract 157" in its entirety.
4. This Bylaw may be cited as "**Richmond Land Use Contract 157 Early Termination Bylaw No. 9475**".

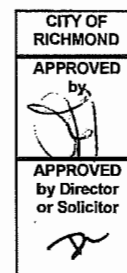
FIRST READING

PUBLIC HEARING

SECOND READING

THIRD READING

ADOPTED



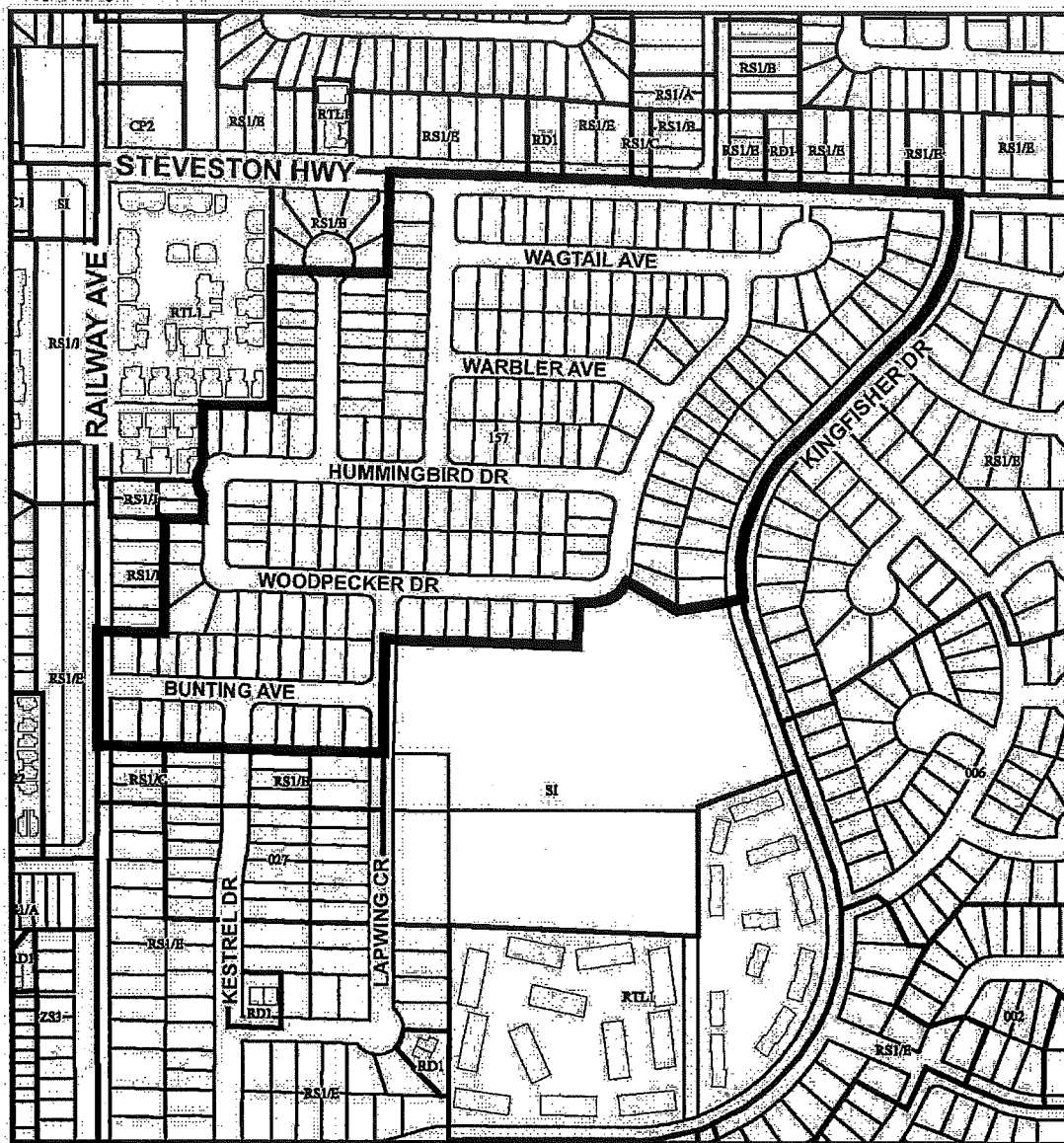
MAYOR

CORPORATE OFFICER

Schedule A attached to and forming part of Bylaw 9475



City of
Richmond



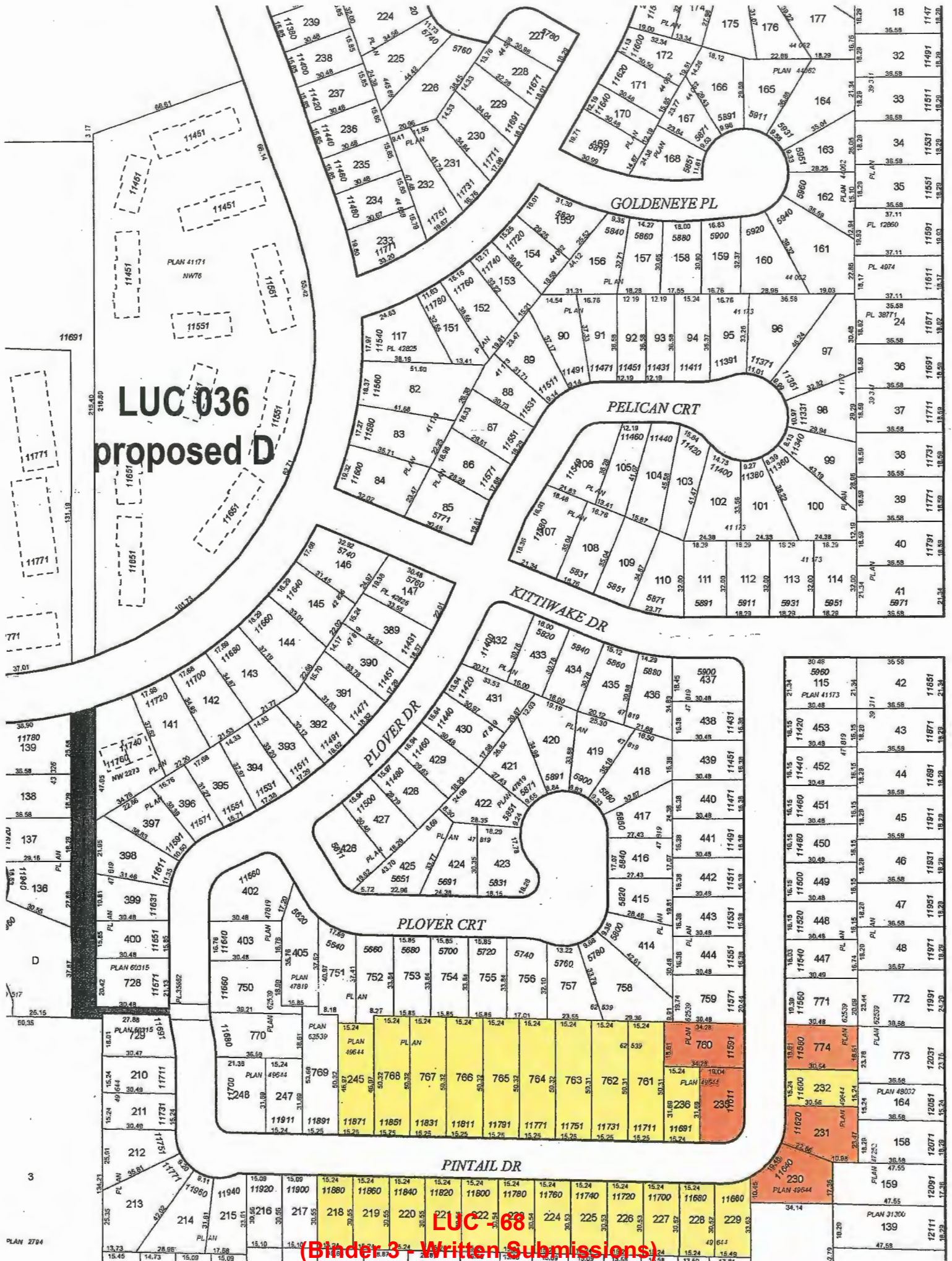
LUC 157 Bylaw 9475
Schedule "A"

Original Date: 07/16/15

Revision Date:

Note: Dimensions are in METRES

LUC 036
proposed D



Westwind - Land Use Contract 036 Properties

			Zoning			Current House size (ft ²)				Floor Area Ratio (FAR)					Current LUC	
	Street	Address	Lot Size (ft ²)	Proposed	Site specific	Conforms	MLS Database	BC Assessment	55% + 30% (ft ²)	Conforms	55% (ft ²)	Conforms	60% (ft ²)	Conforms	FAR (ft ²)	35 feet max height
1	1 Pintail	11591	6867	D	E	N	1900	2033	3310	Y	3777	Y	4120	Y	8240	40% x's 3-storays
2	2 Pintail	11611	6284	D	E	N	2642	2141	3135	Y	3456	Y	3770	Y	7541	
3	3 Pintail	11691	5197	D	D	Y		1968	2809	Y	2858	Y	3118	Y	6236	
4	4 Pintail	11711	8250	D	D	Y		2062	3725	Y	4538	Y	4950	Y	9900	
5	5 Pintail	11731	8251	D	D	Y	2419	2632	3725	Y	4538	Y	4951	Y	9901	
6	6 Pintail	11751	8251	D	D	Y		2376	3725	Y	4538	Y	4951	Y	9901	
7	7 Pintail	11771	8248	D	D	Y	2555	2763	3724	Y	4536	Y	4949	Y	9898	
8	8 Pintail	11791	8250	D	D	Y		2201	3725	Y	4538	Y	4950	Y	9900	
9	9 Pintail	11811	8249	D	D	Y		2491	3725	Y	4537	Y	4949	Y	9899	
10	10 Pintail	11831	8251	D	D	Y	2138	2089	3725	Y	4538	Y	4951	Y	9901	
11	11 Pintail	11851	8250	D	D	Y	2479	2604	3725	Y	4538	Y	4950	Y	9900	
12	12 Pintail	11871	7702	D	D	Y		1816	3561	Y	4236	Y	4621	Y	9242	
13	13 Pintail	11880	5009	D	D	Y		2112	2753	Y	2755	Y	3005	Y	6011	
14	14 Pintail	11860	5009	D	D	Y	2104	1436	2753	Y	2755	Y	3005	Y	6011	
15	15 Pintail	11840	5008	D	D	Y	2182	2350	2752	Y	2754	Y	3005	Y	6010	
16	16 Pintail	11820	5008	D	D	Y		1914	2752	Y	2754	Y	3005	Y	6010	
17	17 Pintail	11800	5007	D	D	Y	1994	2000	2752	Y	2754	Y	3004	Y	6008	
18	18 Pintail	11780	5006	D	D	Y	2500	2480	2752	Y	2753	Y	3004	Y	6007	
19	19 Pintail	11760	5000	D	D	Y	2413	2424	2750	Y	2750	Y	3000	Y	6000	
20	20 Pintail	11740	5005	D	D	Y	2027	2022	2752	Y	2753	Y	3003	Y	6006	
21	21 Pintail	11720	5005	D	D	Y		2506	2752	Y	2753	Y	3003	Y	6006	
22	22 Pintail	11700	5005	D	D	Y	2050	2053	2752	Y	2753	Y	3003	Y	6006	
23	23 Pintail	11680	5004	D	D	Y	1815	2015	2751	Y	2752	Y	3002	Y	6005	
24	24 Pintail	11660	5207	D	D	Y	2410	2243	2812	Y	2864	Y	3124	Y	6248	
25	25 Pintail	11640	7062	D	E	N	2496	2444	3369	Y	3884	Y	4237	Y	8474	
26	26 Pintail	11620	7077	D	E	N		2607	3373	Y	3892	Y	4246	Y	8492	
27	27 Pintail	11600	5019	D	D	Y		2434	2756	Y	2760	Y	3011	Y	6023	
28	28 Pintail	11580	6112	D	E	N	2159	2123	3084	Y	3362	Y	3667	Y	7334	
Total Non-Conforming Properties			5			Total Non-Conforming Properties			0			0			0	
			18%						0%						0%	



City of
Richmond

Bylaw 9336

**Richmond Zoning Bylaw 8500, Amendment Bylaw No. 9336
To Establish Zoning for the Properties Developed Under
Land Use Contract 036**

The Council of the City of Richmond, in open meeting assembled, enacts as follows:

1. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by designating that portion outlined in bold and shown on "Schedule A attached to and forming part of Bylaw 9336" as **"SINGLE DETACHED (RS1/D)"**.
2. This Bylaw may be cited as **"Richmond Zoning Bylaw 8500, Amendment Bylaw No. 9336"**.

FIRST READING


A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

ADOPTED

CITY OF RICHMOND
APPROVED by

APPROVED by Director or Solicitor


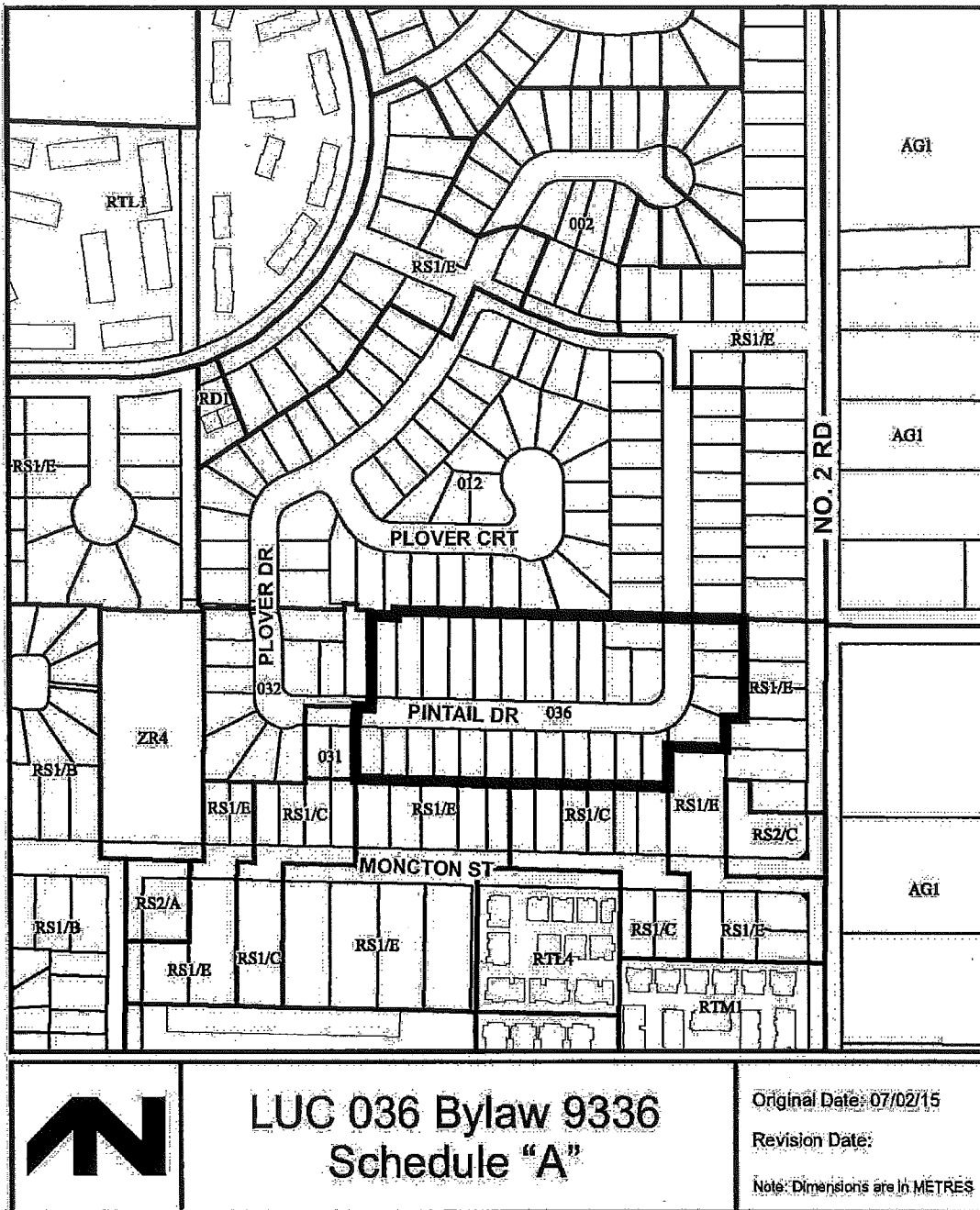
MAYOR

CORPORATE OFFICER

Schedule A attached to and forming part of Bylaw 9336



City of
Richmond





**Richmond Land Use Contract 036
Early Termination Bylaw No. 9337**

Whereas "Land Use Contract 036", having Charge Number RD22094, including all amendments, modifications and extensions to Charge Number RD22094, charges the lands generally outlined in bold and shown on "Schedule A attached to and forming part of Bylaw 9337".

The Council of the City of Richmond, in open meeting assembled, enacts as follows:

1. That "Land Use Contract 036" having Charge Number RD22094, including all amendments, modifications and extensions to Charge Number RD22094, be terminated in its entirety.
2. That the effective date of termination of "Land Use Contract 036" be one year from the date of adoption of Richmond Land Use Contract 036 Early Termination Bylaw No. 9337.
3. The Mayor and Corporate Officer are hereby authorized to execute any documents necessary to terminate, release and discharge "Land Use Contract 036" in its entirety.
4. This Bylaw may be cited as "**Richmond Land Use Contract 036 Early Termination Bylaw No. 9337**".

FIRST READING

PUBLIC HEARING

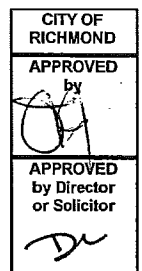
SECOND READING

THIRD READING

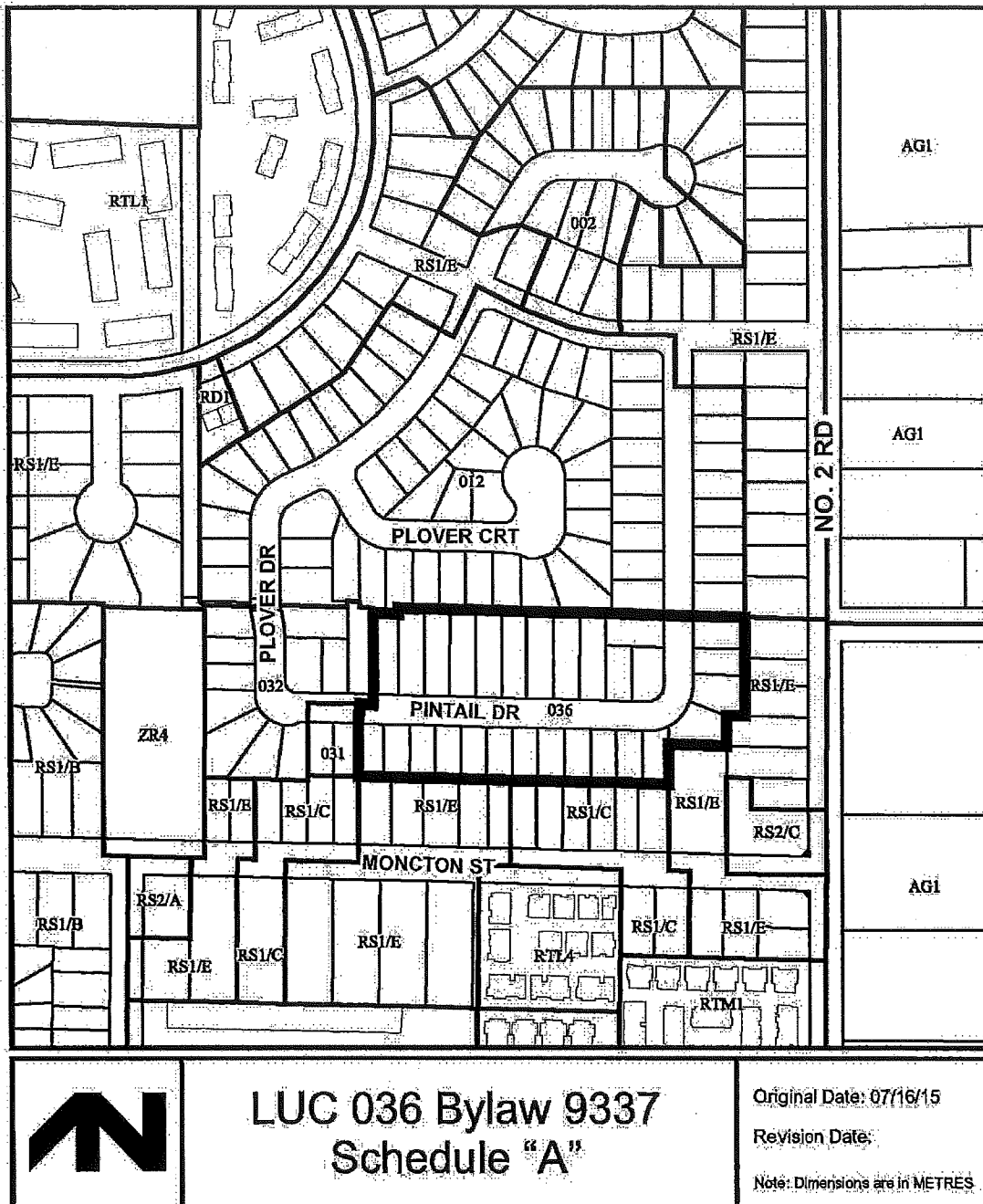
ADOPTED

MAYOR

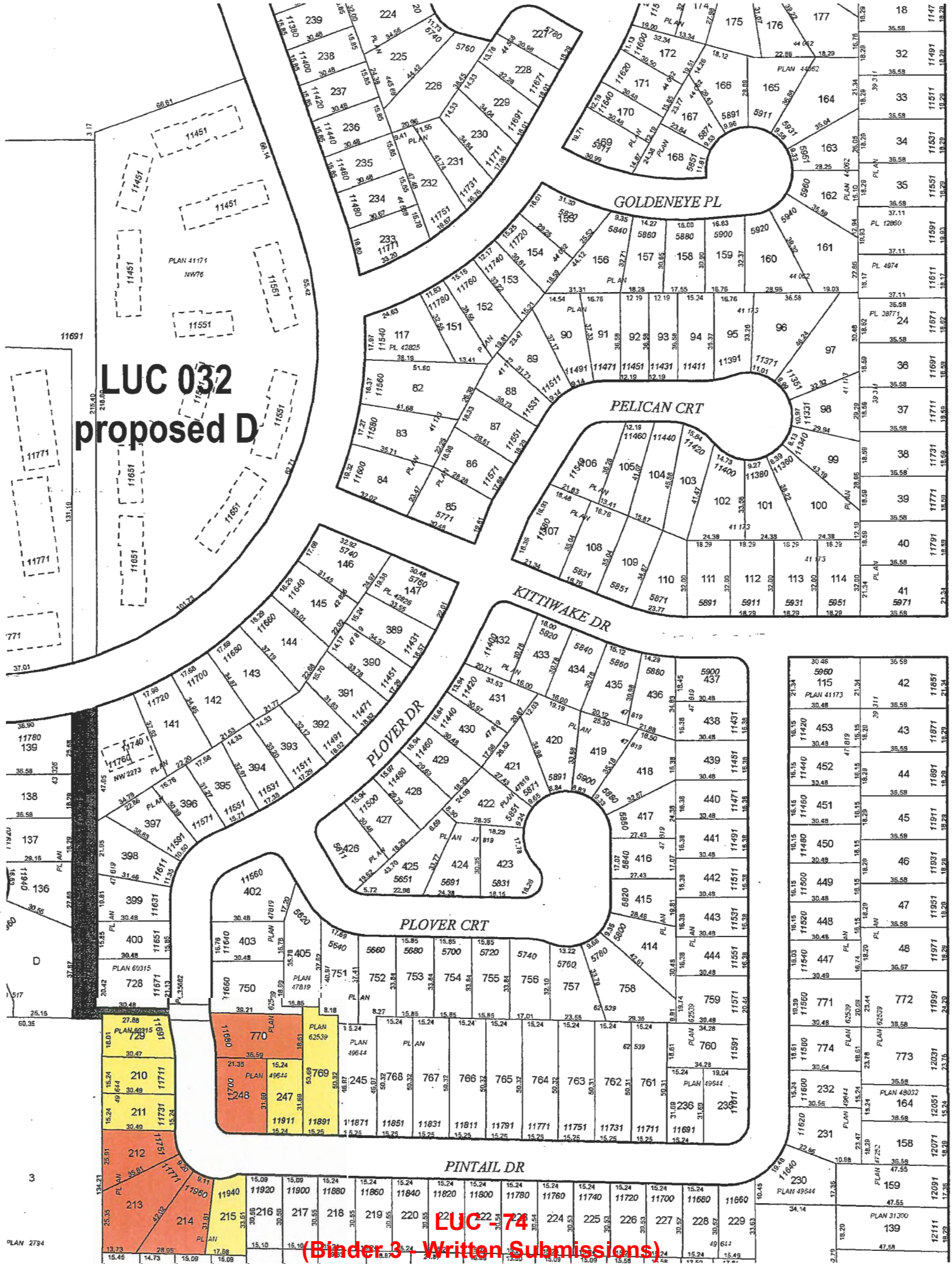
CORPORATE OFFICER



Schedule A attached to and forming part of Bylaw 9337

City of
Richmond

LUC 032
proposed D



(Binder 3 - Written Submissions)

Westwind - Land Use Contract 032

		Zoning			Current House size (ft ²)			Floor Area Ratio (FAR)						Current LUC	35 feet max height
Street	Address	Lot Size (ft ²)	Proposed	Site specific	Conforms	MLS Database	BC Assessment	55% + 30% (ft ²)	Conforms	55% (ft ²)	Conforms	60% (ft ²)	Conforms	FAR (ft ²)	40% x's 3-storeys
1 1 Pintail	11891	8505	D	D	Y		2789	3802	Y	4678	Y	5103	Y	10206	
2 2 Pintail	11911	5199	D	D	Y		2186	2810	Y	2859	Y	3119	Y	6239	
3 3 Pintail	11960	6872	D	E	N		2612	3312	Y	3780	Y	4123	Y	8246	
4 4 Pintail	11940	5494	D	D	Y		1909	2898	Y	3022	Y	3296	Y	6593	
5 1 Plover	11691	5659	D	D	Y		1768	2948	Y	3112	Y	3395	Y	6791	
6 2 Plover	11711	5001	D	D	Y		1794	2750	Y	2751	Y	3001	Y	6001	
7 3 Plover	11731	5002	D	D	Y		2162	2751	Y	2751	Y	3001	Y	6002	
8 4 Plover	11751	6047	D	E	N		1991	3064	Y	3326	Y	3628	Y	7256	
9 5 Plover	11771	9430	D	E	N		3617	4079	Y	5187	Y	5658	Y	11316	
10 6 Plover	11680	7568	D	E	N		1897	3520	Y	4162	Y	4541	Y	9082	
11 7 Plover	11700	7194	D	E	N		1673	3408	Y	3957	Y	4316	Y	8633	
		Total Non-Conforming Properties			5	Total Non-Conforming Properties			0				0		
					%				%				%		
					45%				0%				0%		



City of Richmond

Bylaw 9332

Richmond Zoning Bylaw 8500, Amendment Bylaw No. 9332 To Establish Zoning for the Properties Developed Under Land Use Contract 032

The Council of the City of Richmond, in open meeting assembled, enacts as follows:

1. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by designating that portion outlined in bold and shown on "Schedule A attached to and forming part of Bylaw 9332" as **"SINGLE DETACHED (RS1/D)"**.
2. This Bylaw may be cited as **"Richmond Zoning Bylaw 8500, Amendment Bylaw No. 9332"**.

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

ADOPTED

MAYOR

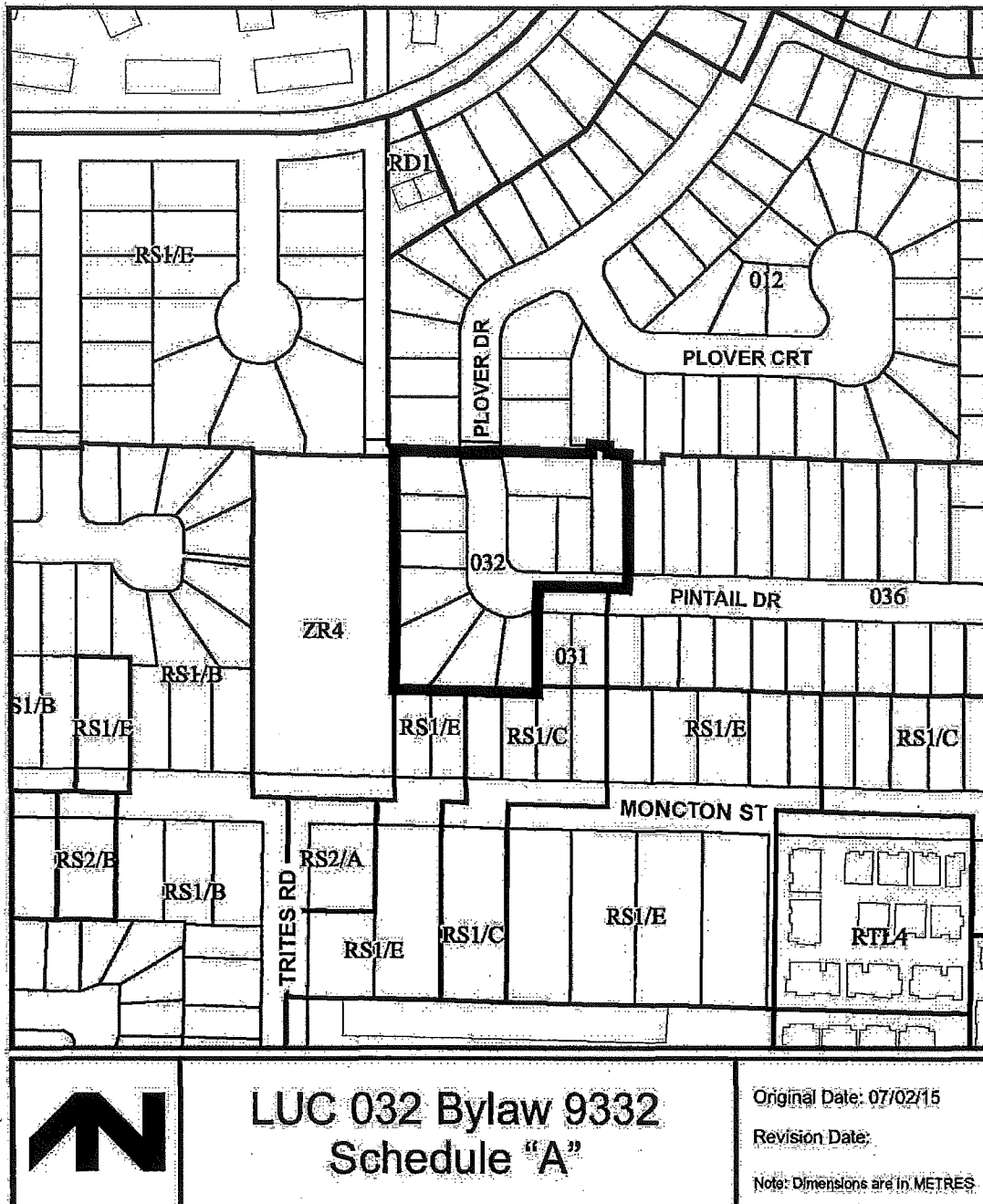
CORPORATE OFFICER

CITY OF RICHMOND
APPROVED by 
APPROVED by Director or Solicitor 

Schedule A attached to and forming part of Bylaw 9332



City of
Richmond





City of Richmond

Bylaw 9333

Richmond Land Use Contract 032 Early Termination Bylaw No. 9333

Whereas "Land Use Contract 032", having Charge Number RD22096, including all amendments, modifications and extensions to Charge Number RD22096, charges the lands generally outlined in bold and shown on "Schedule A attached to and forming part of Bylaw 9333".

The Council of the City of Richmond, in open meeting assembled, enacts as follows:

1. That "Land Use Contract 032" having Charge Number RD22096, including all amendments, modifications and extensions to Charge Number RD22096, be terminated in its entirety.
2. That the effective date of termination of "Land Use Contract 032" be one year from the date of adoption of Richmond Land Use Contract 032 Early Termination Bylaw No. 9333.
3. The Mayor and Corporate Officer are hereby authorized to execute any documents necessary to terminate, release and discharge "Land Use Contract 032" in its entirety.
4. This Bylaw may be cited as "**Richmond Land Use Contract 032 Early Termination Bylaw No. 9333**".

FIRST READING

PUBLIC HEARING

SECOND READING

THIRD READING

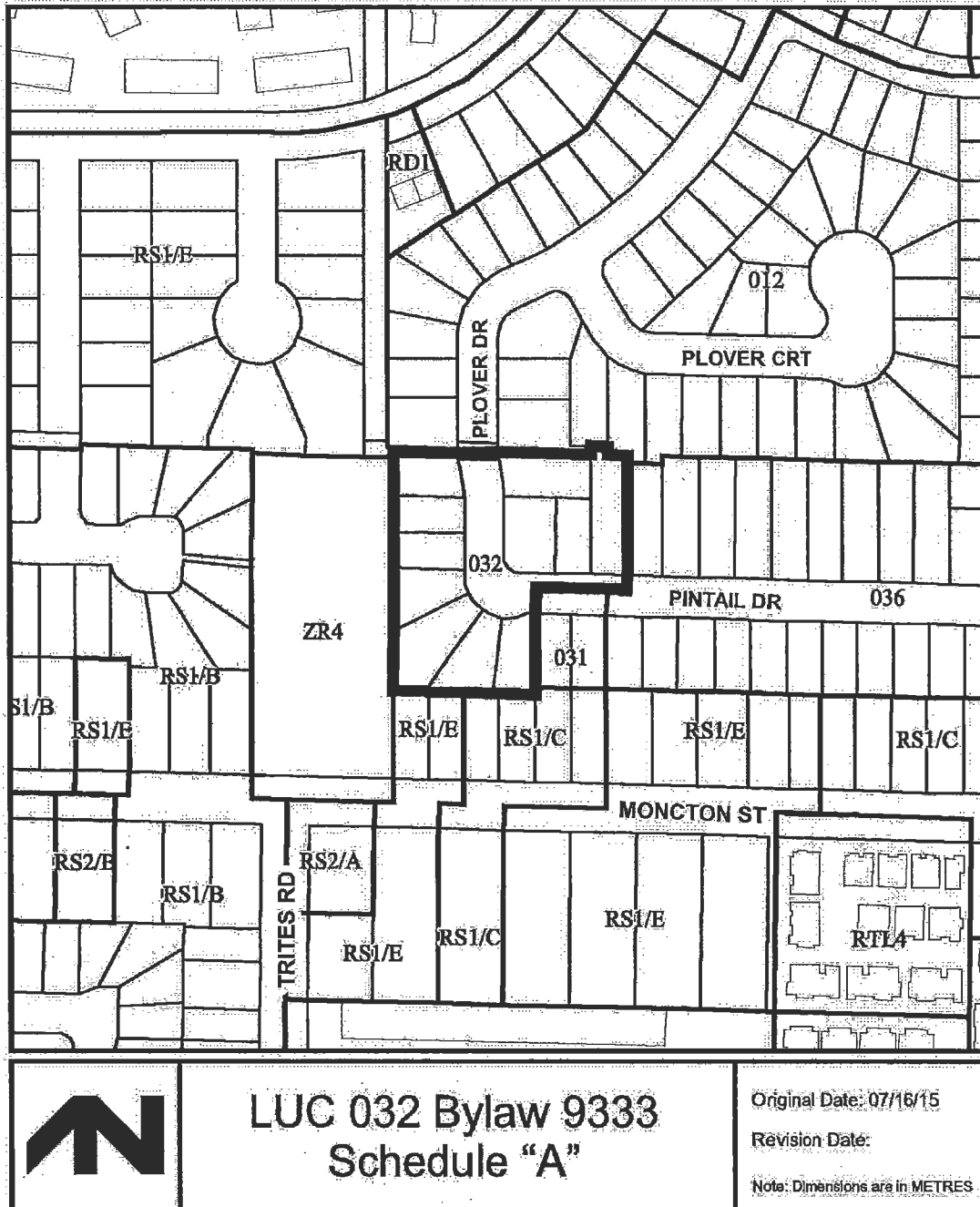
ADOPTED



MAYOR

CORPORATE OFFICER

Schedule A attached to and forming part of Bylaw 9333

City of
Richmond

Westwind - Land Use Contract 031

			Zoning			Current House size (ft ²)			Floor Area Ratio (FAR)						Current LUC		35 feet max height
	Street	Address	Lot Size (ft ²)	Proposed	Site specific	Conforms	MLS Database	BC Assessment	55% + 30% (ft ²)	Conforms	55% (ft ²)	Conforms	60% (ft ²)	Conforms	FAR (ft ²)	40% x's 3-storeys	
1	1	Pintail	11900		D	Y		2973	2729	N	2729	N	2977	Y	5953		
2	2	Pintail	11920		D	Y		1872	2727	Y	2727	Y	2975	Y	5950		
Total Non-Conforming Properties						0	Total Non-Conforming Properties						1	1		0	
						0%							50%	50%		0%	



City of Richmond

Bylaw 9330

Richmond Zoning Bylaw 8500, Amendment Bylaw No. 9330 To Establish Zoning for the Properties Developed Under Land Use Contract 031

The Council of the City of Richmond, in open meeting assembled, enacts as follows:

1. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by designating that portion outlined in bold and shown on "Schedule A attached to and forming part of Bylaw 9330" as **"SINGLE DETACHED (RS1/D)"**.
2. This Bylaw may be cited as **"Richmond Zoning Bylaw 8500, Amendment Bylaw No. 9330"**.

FIRST READING

A PUBLIC HEARING WAS HELD ON

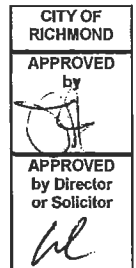
SECOND READING

THIRD READING

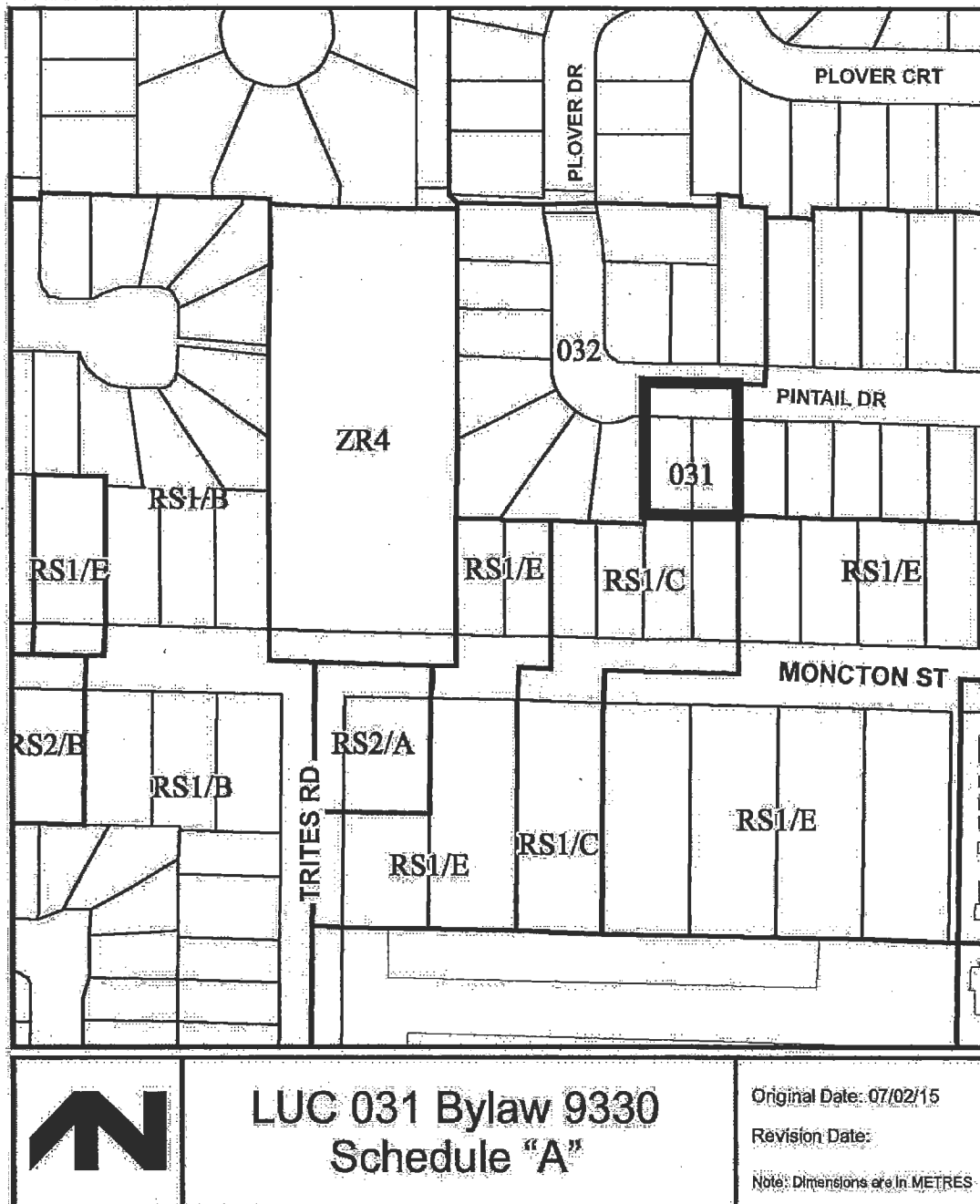
ADOPTED

MAYOR

CORPORATE OFFICER



Schedule A attached to and forming part of Bylaw 9330

City of
Richmond



**Richmond Land Use Contract 031
Early Termination Bylaw No. 9331**

Whereas "Land Use Contract 031", having Charge Number RD22095, including all amendments, modifications and extensions to Charge Number RD22095, charges the lands generally outlined in bold and shown on "Schedule A attached to and forming part of Bylaw 9331".

The Council of the City of Richmond, in open meeting assembled, enacts as follows:

1. That "Land Use Contract 031" having Charge Number RD22095, including all amendments, modifications and extensions to Charge Number RD22095, be terminated in its entirety.
2. That the effective date of termination of "Land Use Contract 031" be one year from the date of adoption of Richmond Land Use Contract 031 Early Termination Bylaw No. 9331.
3. The Mayor and Corporate Officer are hereby authorized to execute any documents necessary to terminate, release and discharge "Land Use Contract 031" in its entirety.
4. This Bylaw may be cited as "**Richmond Land Use Contract 031 Early Termination Bylaw No. 9331**".

FIRST READING

PUBLIC HEARING

SECOND READING

THIRD READING

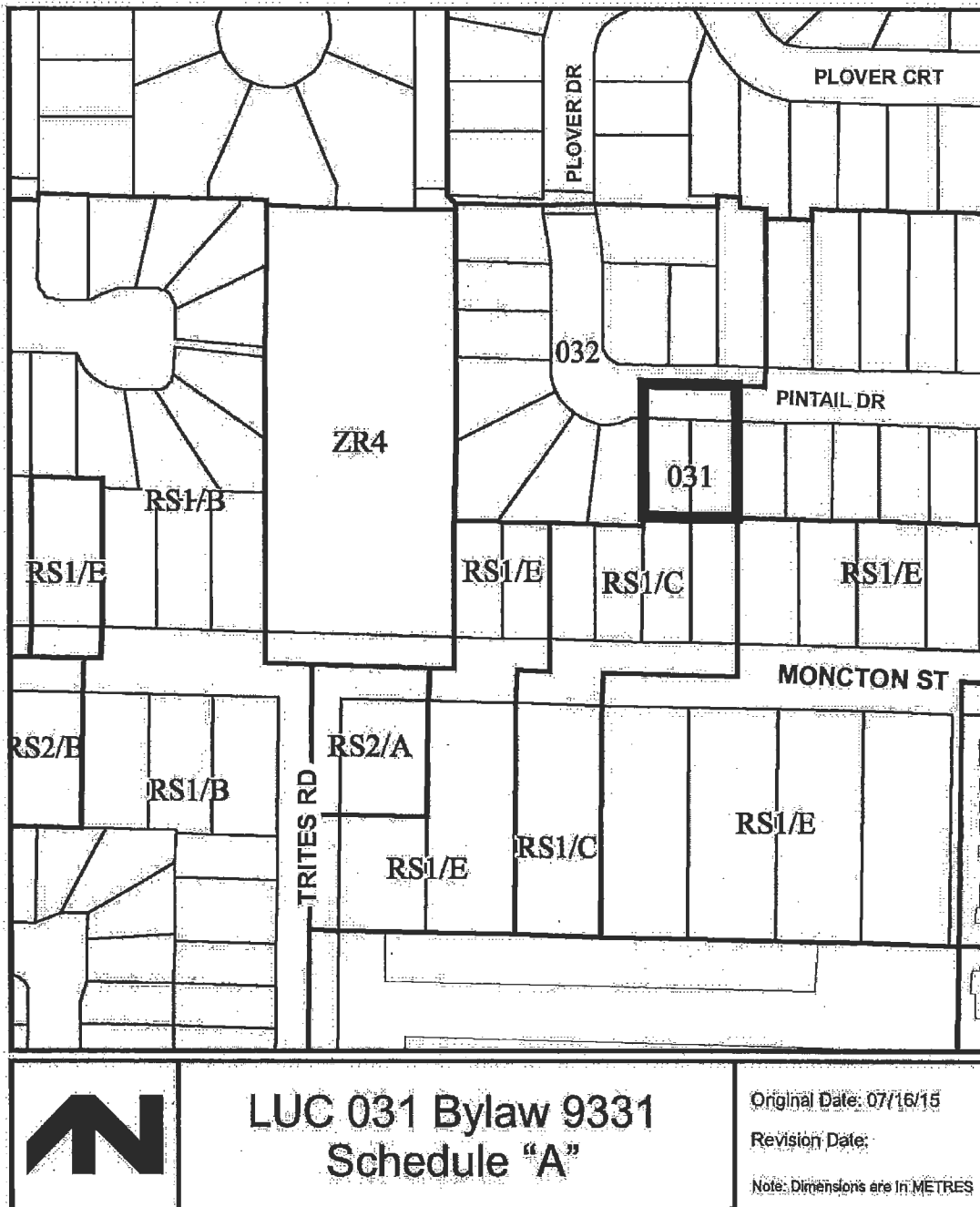
ADOPTED

MAYOR

CORPORATE OFFICER



Schedule A attached to and forming part of Bylaw 9331

City of
Richmond

	4995	499
15.24		
4	9.14	11.22
10	49.60	
	2	11.69
P	14	236
4	9.14	11.09
36378	27.95	14.51
	1	14.51
	27.90	14.53
	2	14.71
LMP	3	11.491
	27.79	14.53
	27.77	
13478	4	11.611
	27.72	14.70
	5	11.631
	27.67	14.70
	6	11.551
	27.61	14.70
	7	11.571
	27.55	14.70
	8	11.591
	27.50	14.70
	9	11.611
	27.44	14.70
	10	11.631
	27.39	14.70
	11	11.651
	27.33	14.70
	12	11.671
34.70		14.50

CANADIAN PACIFIC[®] RAILWAY

RAILWAY AVE

BUNTING AVE

KESTREL DR

LUC - 86

(Binder 3 - Written Submissions)

HUMMINGBIRD DR

WOODPECKER DR

WESTWIND

ELEMENTARY SCHOC

504

PLAN 53152

PLAN 53152

506

LUC 027
proposed B

KINGFISHER DR

21.34	30.48	26.58
	11820	11800
	128	129

Westwind - Land Use Contract 027

			Zoning			Current House size (ft ²)				Floor Area Ratio (FAR)				Current LUC		
	Street	Address	Lot Size (ft ²)	Proposed	Site specific	Conforms	MLS Database	BC Assessment	55% + 30% (ft ²)	Conforms	55% (ft ²)	Conforms	60% (ft ²)	Conforms	FAR (ft ²)	35 feet max height
1	1 Kestrel	11411	6068	B	B	Y	1360	1335	3070	Y	3337	Y	3641	Y	7282	40% x's 3-storeys
2	2 Kestrel	11431	5455	B	B	Y	1787	1787	2887	Y	3000	Y	3273	Y	6546	
3	3 Kestrel	11451	5186	B	B	Y		1663	2806	Y	2852	Y	3112	Y	6223	
4	4 Kestrel	11471	6253	B	D	N	2436	2285	3126	Y	3439	Y	3752	Y	7504	
5	5 Kestrel	11491	4772	B	B	Y	3351	new	2625	N	2625	N	2863	N	5726	
6	6 Kestrel	11511	5931	B	D	N	renovate	2071	3029	Y	3262	Y	3559	Y	7117	
7	7 Kestrel	11500	8099	B	B	Y		1312	3680	Y	4454	Y	4859	Y	9719	
8	8 Kestrel	11480	6449	B	B	Y		1771	3185	Y	3547	Y	3869	Y	7739	
9	9 Kestrel	11460	7814	B	B	Y	1285	1417	3594	Y	4298	Y	4688	Y	9377	
10	10 Kestrel	11428	5954	B	B	Y	4350	new	3036	N	3275	N	3572	N	7145	
11	11 Kestrel	11420	5814	B	B	Y		1728	2994	Y	3198	Y	3488	Y	6977	
12	12 Kestrel	11400	6356	B	B	Y		1874	3157	Y	3496	Y	3814	Y	7627	
13	13 Lapwing	11411	6068	B	B	Y	2403	2650	3070	Y	3337	Y	3641	Y	7282	
14	14 Lapwing	11431	5520	B	B	Y	1874	1857	2906	Y	3036	Y	3312	Y	6624	
15	15 Lapwing	11451	5518	B	B	Y		2025	2905	Y	3035	Y	3311	Y	6622	
16	4 Lapwing	11471	6898	B	D	N	new	3560	3319	N	3794	Y	4139	Y	8278	
17	5 Lapwing	11491	5520	B	B	Y	renovate	1857	2906	Y	3036	Y	3312	Y	6624	
18	6 Lapwing	11511	6899	B	D	N		2738	3320	Y	3794	Y	4139	Y	8279	
Total Non-Conforming Properties						4	Total Non-Conforming Properties						2		11%	
						22%							17%		11%	

LUC - 87

(Binder 3 - Written Submissions)



City of
Richmond

Bylaw 9326

**Richmond Zoning Bylaw 8500, Amendment Bylaw No. 9326
To Establish Zoning for the Properties Developed Under
Land Use Contract 027**

The Council of the City of Richmond, in open meeting assembled, enacts as follows:

1. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by designating that portion outlined in bold and shown on "Schedule A attached to and forming part of Bylaw 9326" as **"SINGLE DETACHED (RS1/B)"**.
2. This Bylaw may be cited as **"Richmond Zoning Bylaw 8500, Amendment Bylaw No. 9326"**.

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

ADOPTED

MAYOR

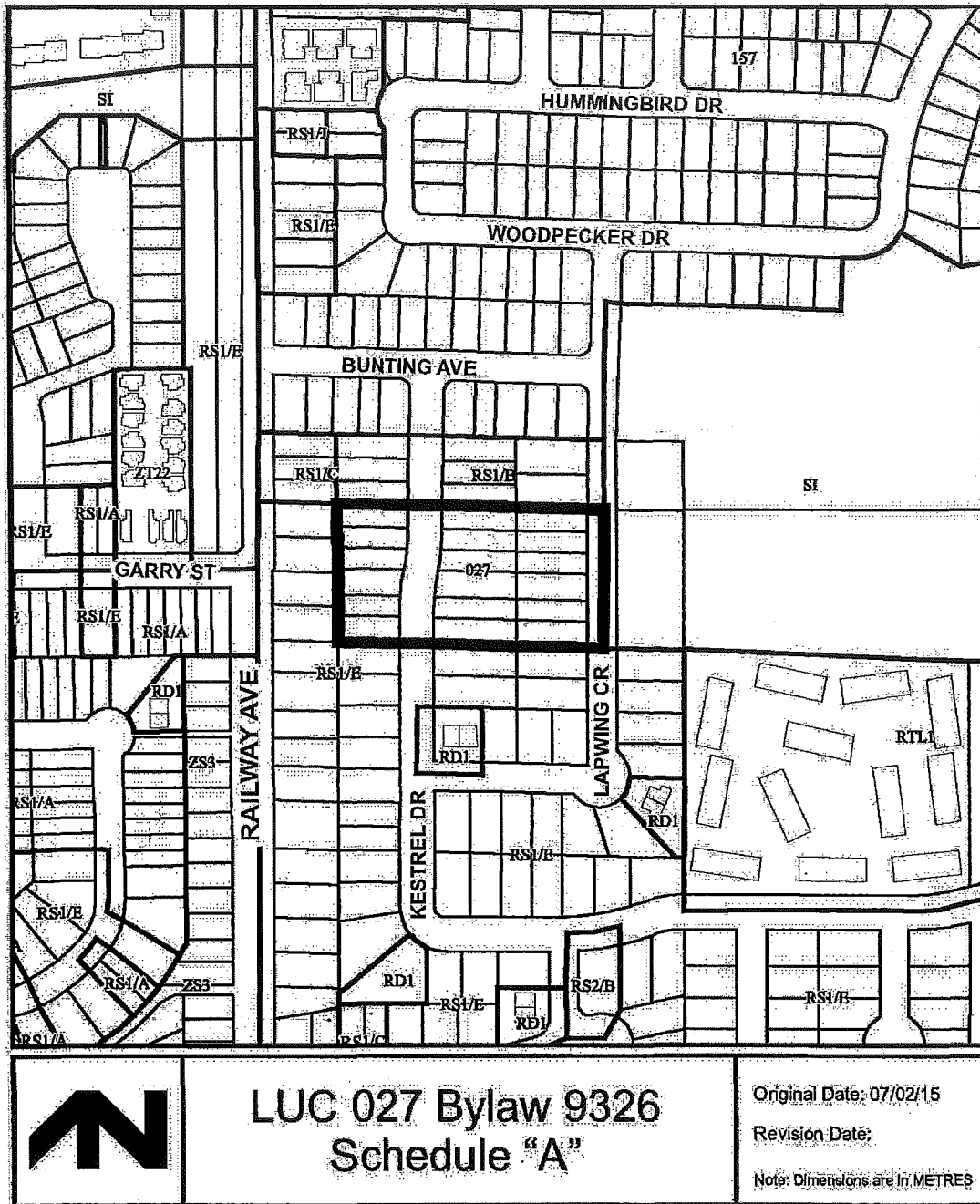
CORPORATE OFFICER

CITY OF RICHMOND
APPROVED by 
APPROVED by Director or Solicitor 

Schedule A attached to and forming part of Bylaw 9326



City of
Richmond





**Richmond Land Use Contract 027
Early Termination Bylaw No. 9327**

Whereas "Land Use Contract 027", having Charge Number RD17465, including all amendments, modifications and extensions to Charge Number RD17465, charges the lands generally outlined in bold and shown on "Schedule A attached to and forming part of Bylaw 9327".

The Council of the City of Richmond, in open meeting assembled, enacts as follows:

1. That "Land Use Contract 027", having Charge Number RD17465, including all amendments, modifications and extensions to Charge Number RD17465, be terminated in its entirety.
2. That the effective date of termination of "Land Use Contract 027" be one year from the date of adoption of Richmond Land Use Contract 027 Early Termination Bylaw No. 9327.
3. The Mayor and Corporate Officer are hereby authorized to execute any documents necessary to terminate, release and discharge "Land Use Contract 027" in its entirety.
4. This Bylaw may be cited as "**Richmond Land Use Contract 027 Early Termination Bylaw No. 9327**".

FIRST READING

PUBLIC HEARING

SECOND READING

THIRD READING

ADOPTED



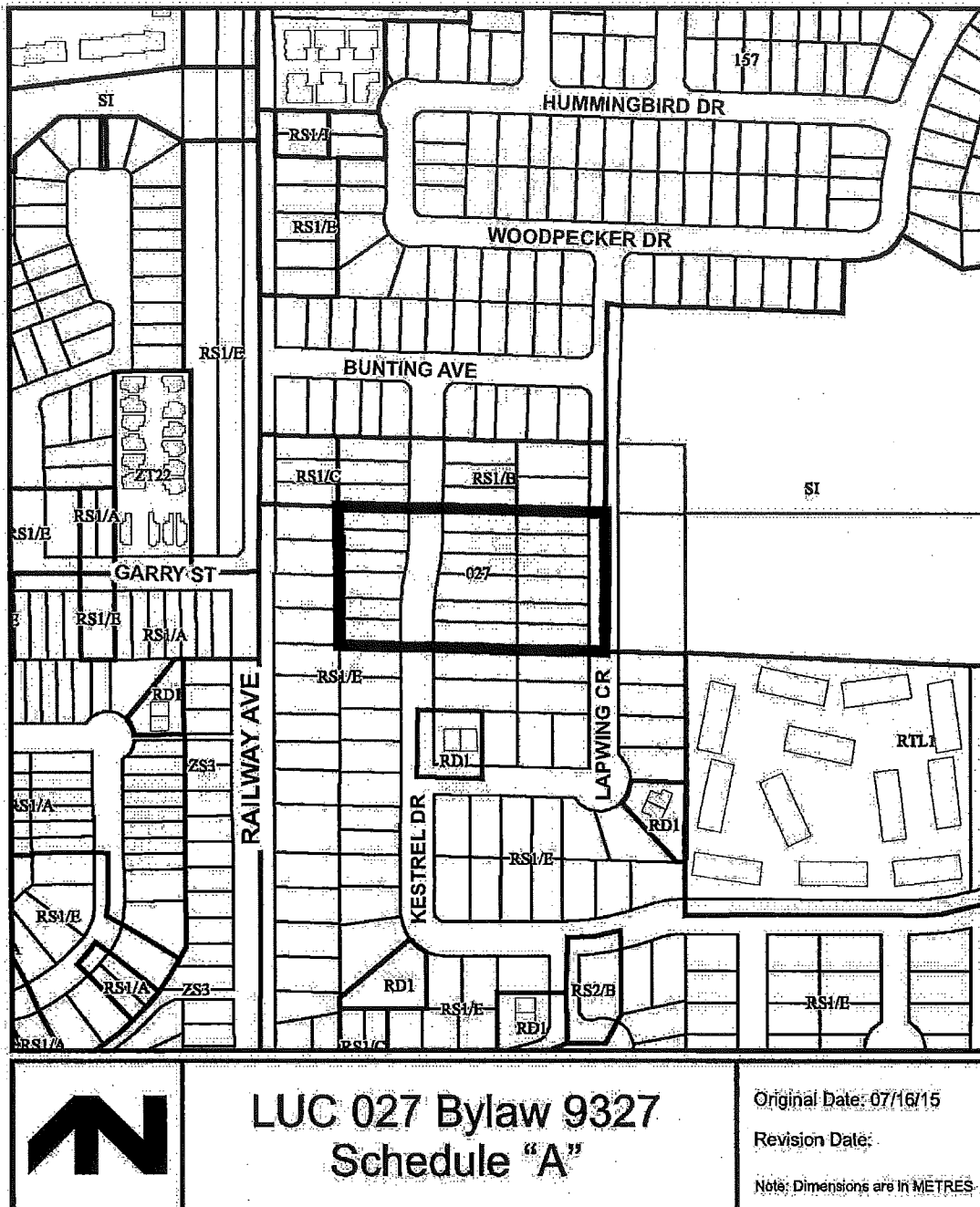
MAYOR

CORPORATE OFFICER

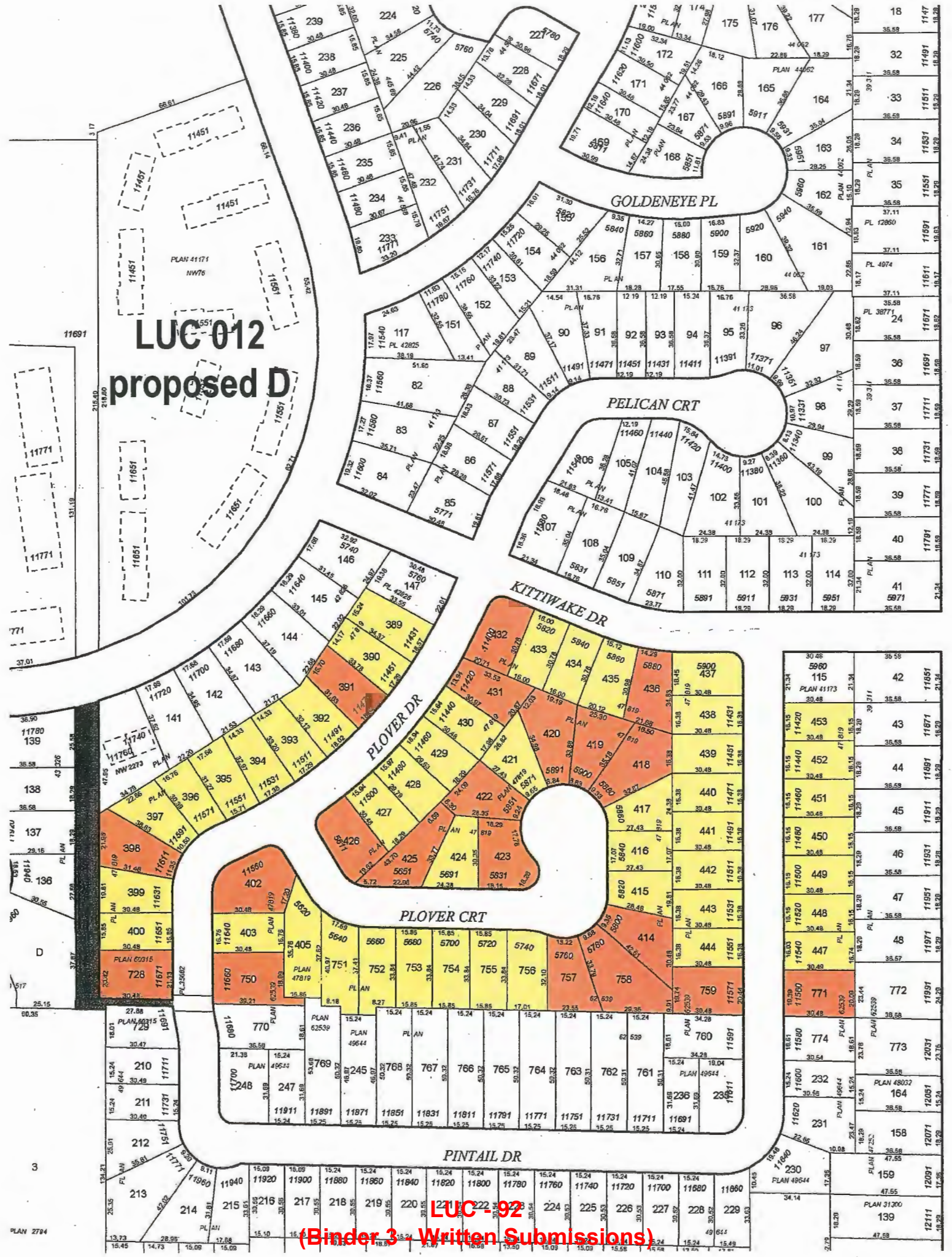
Schedule A attached to and forming part of Bylaw 9327



City of
Richmond



LUC-012
proposed D



PINTAIL DR

LUC-92

(Binder 3 - Written Submissions)

Westwind - Land Use Contract 12

	Street	Address	Lot Size (ft ²)	Proposed	Zoning		Current House size (ft ²)		Floor Area Ratio (FAR)				Current LUC FAR (ft ²)	35 feet max height 50% x's 3-stories
					Site specific	Conforms	MLS Database	BC Assessment	55% + 30% (ft ²)	Conforms	55% (ft ²)	60% (ft ²)		
1	1 Kittiwake	5820	5301	D	D	Y	2018	2330	2840	Y	2916	3181	7952	
2	2 Kittiwake	5840	5233	D	D	Y		1993	2820	Y	2878	3140	7850	
3	3 Kittiwake	5860	5808	D	D	Y	1976	1976	2992	Y	3194	3485	8712	
4	4 Kittiwake	5880	6230	D	E	N	1937	1743	3119	Y	3427	3738	9345	
5	5 Kittiwake	5900	5918	D	D	Y		1777	3025	Y	3255	3551	8877	
6	1 Pintail	11420	5302	D	D	Y		1764	2841	Y	2916	3181	7953	
7	2 Pintail	11428	5299	D	D	Y	6194	new	2840	N	2914	3179	7949	
8	3 Pintail	11460	5302	D	D	Y	2093	1976	2841	Y	2916	3181	7953	
9	4 Pintail	11480	5299	D	D	Y	1805	1904	2840	Y	2914	3179	7949	
10	5 Pintail	11500	5299	D	D	Y	1965	2017	2840	Y	2914	3179	7949	
11	6 Pintail	11520	5302	D	D	Y		1986	2841	Y	2916	3181	7953	
12	7 Pintail	11540	5300	D	D	Y	1700	1688	2840	Y	2915	3180	7950	
13	8 Pintail	11560	6479	D	E	N	1688	1656	3194	Y	3563	3887	9719	
14	9 Pintail	11431	5374	D	D	Y		2227	2862	Y	2956	3224	8061	
15	10 Pintail	11451	5374	D	D	Y		1730	2862	Y	2956	3224	8061	
16	11 Pintail	11471	5377	D	D	Y	1600	1638	2863	Y	2957	3226	8066	
17	12 Pintail	11491	5375	D	D	Y	1750	1590	2863	Y	2956	3225	8063	
18	13 Pintail	11511	5300	D	D	Y		2555	2840	Y	2915	3180	7950	
19	14 Pintail	11531	5375	D	D	Y	2064	2032	2863	Y	2956	3225	8063	
20	15 Pintail	11551	5377	D	D	Y		1557	2863	Y	2957	3226	8066	
21	16 Pintail	11571	6589	D	E	N		2449	3227	Y	3624	3953	9884	
22	1 Plover Dr	11400	6375	D	E	N	4103	new	3163	N	3506	3825	9563	
23	2 Plover Dr	11420	5940	D	E	N	1842	1574	3032	Y	3267	3564	8910	
24	3 Plover Dr	11440	5541	D	D	Y	2426	renovate	2912	Y	3048	3325	8312	
25	4 Plover Dr	11460	5518	D	D	Y		2319	2905	Y	3035	3311	8277	
26	5 Plover Dr	11480	5471	D	D	Y	2911	renovate	2891	N	3009	3283	8207	
27	6 Plover Dr	11500	5532	D	D	Y	2150	2092	2910	Y	3043	3319	8298	
28	7 Plover Dr	11560	8451	D	E	N	1805	1913	3785	Y	4648	5071	12677	
29	8 Plover Dr	11640	5499	D	D	Y		1743	2900	Y	3024	3299	8249	
30	9 Plover Dr	11660	7535	D	E	N	2010	1984	3511	Y	4144	4521	11303	
31	10 Plover Dr	11431	6189	D	D	Y	1853	1745	3107	Y	3404	3713	9284	
32	11 Plover Dr	11451	5778	D	D	Y		1530	2983	Y	3178	3467	8667	
33	12 Plover Dr	11471	6067	D	E	N	1710	1889	3070	Y	3337	3640	9101	
34	13 Plover Dr	11491	5561	D	D	Y	2237	2357	2918	Y	3059	3337	8342	
35	14 Plover Dr	11511	5563	D	D	Y	1600	2135	2919	Y	3080	3338	8345	
36	15 Plover Dr	11531	5656	D	D	Y	1845	1890	2947	Y	3111	3394	8484	
37	16 Plover Dr	11551	5774	D	D	Y	2255	2235	2982	Y	3176	3464	8661	
38	17 Plover Dr	11571	4950	D	D	Y	1756	1682	2723	Y	2723	2970	7425	
39	18 Plover Dr	11591	5725	D	D	Y		1653	2968	Y	3149	3435	8588	
40	19 Plover Dr	11611	6733	D	E	N	1674	1828	3270	Y	3703	4040	10100	
41	20 Plover Dr	11631	5609	D	D	Y		1968	2933	Y	3085	3365	8414	
42	21 Plover Dr	11651	5200	D	D	Y	2000	new	2810	Y	2860	3120	7800	
43	22 Plover Dr	11671	6816	D	E	N	2645	2330	3295	Y	3749	4090	10224	
44	1 Plover Cr	5611	6568	D	E	N	2343	3001	3220	Y	3612	3941	9852	
45	2 Plover Cr	5651	7137	D	E	N	2198	2167	3391	Y	3925	4282	10706	
46	3 Plover Cr	5691	5690	D	D	Y	2020	1972	2957	Y	3130	3414	8535	
47	4 Plover Cr	5831	6987	D	D	Y	renovate	2696	3346	Y	3843	4192	10481	
48	5 Plover Cr	5851	6006	D	E	N		1730	3052	Y	3303	3604	9009	
49	6 Plover Cr	5871	5653	D	D	Y	2540	2540	2946	Y	3109	3392	8480	
50	7 Plover Cr	5891	7278	D	E	N		1667	3433	Y	4003	4367	10917	
51	8 Plover Cr	5920	7524	D	D	Y		1489	3507	Y	4138	4514	11286	

LUC - 93

(Binder 3 - Written Submissions)

				Richmond Zoning			House size (ft ²)			FAR				
	Street	Address	Lot size	Proposed	Site specific	Conform	MLS Database	BC Assessment	55%/30% (ft2)	Conform	55% (ft2)	Conform	60% (ft2)	Conform
52	9 Plover Crt	5640	6535	D	D	Y	1750	1742	3211	Y	3594	Y	3921	Y
53	10 Plover Crt	5660	6048	D	D	Y	1981	2190	3064	Y	3326	Y	3629	Y
54	11 Plover Crt	5680	5773	D	D	Y	1930	1931	2982	Y	3175	Y	3464	Y
55	12 Plover Crt	5700	5773	D	D	Y		1596	2982	Y	3175	Y	3464	Y
56	13 Plover Crt	5720	5774	D	D	Y	2330	2232	2982	Y	3176	Y	3464	Y
57	14 Plover Crt	5740	6137	D	D	Y		1923	3091	Y	3375	Y	3682	Y
58	15 Plover Crt	5760	6171	D	E	N		1977	3101	Y	3394	Y	3703	Y
59	16 Plover Crt	5780	9247	D	E	N	2520	2529	4024	Y	5086	Y	5548	Y
60	17 Plover Crt	5800	6585	D	E	N	2011	2011	3226	Y	3622	Y	3951	Y
61	18 Plover Crt	5820	4993	D	D	Y	2890	renovate	2746	N	2746	N	2996	Y
62	19 Plover Crt	5840	5039	D	D	Y	1800	1695	2762	Y	2771	Y	3023	Y
63	20 Plover Crt	5860	5239	D	D	Y	1825	1742	2822	Y	2881	Y	3143	Y
64	21 Plover Crt	5880	7659	D	E	N	2157	2560	3548	Y	4212	Y	4595	Y
65	22 Plover Crt	5900	6113	D	E	N		1636	3084	Y	3362	Y	3668	Y
				Total Non-Conforming Properties			Total Non-Conforming Properties			4	3		2	
				%			%			6%	5%		3%	

7842
7258
6928
6928
6929
7364
7405
11096
7902
5992
6047
6287
9191
7336



City of
Richmond

Bylaw 9314

**Richmond Zoning Bylaw 8500, Amendment Bylaw No. 9314
To Establish Zoning for the Properties Developed Under
Land Use Contract 012**

The Council of the City of Richmond, in open meeting assembled, enacts as follows:

1. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by designating that portion outlined in bold and shown on "Schedule A attached to and forming part of Bylaw 9314" as **"SINGLE DETACHED (RS1/D)"**.
2. This Bylaw may be cited as **"Richmond Zoning Bylaw 8500, Amendment Bylaw No. 9314"**.

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

ADOPTED

MAYOR

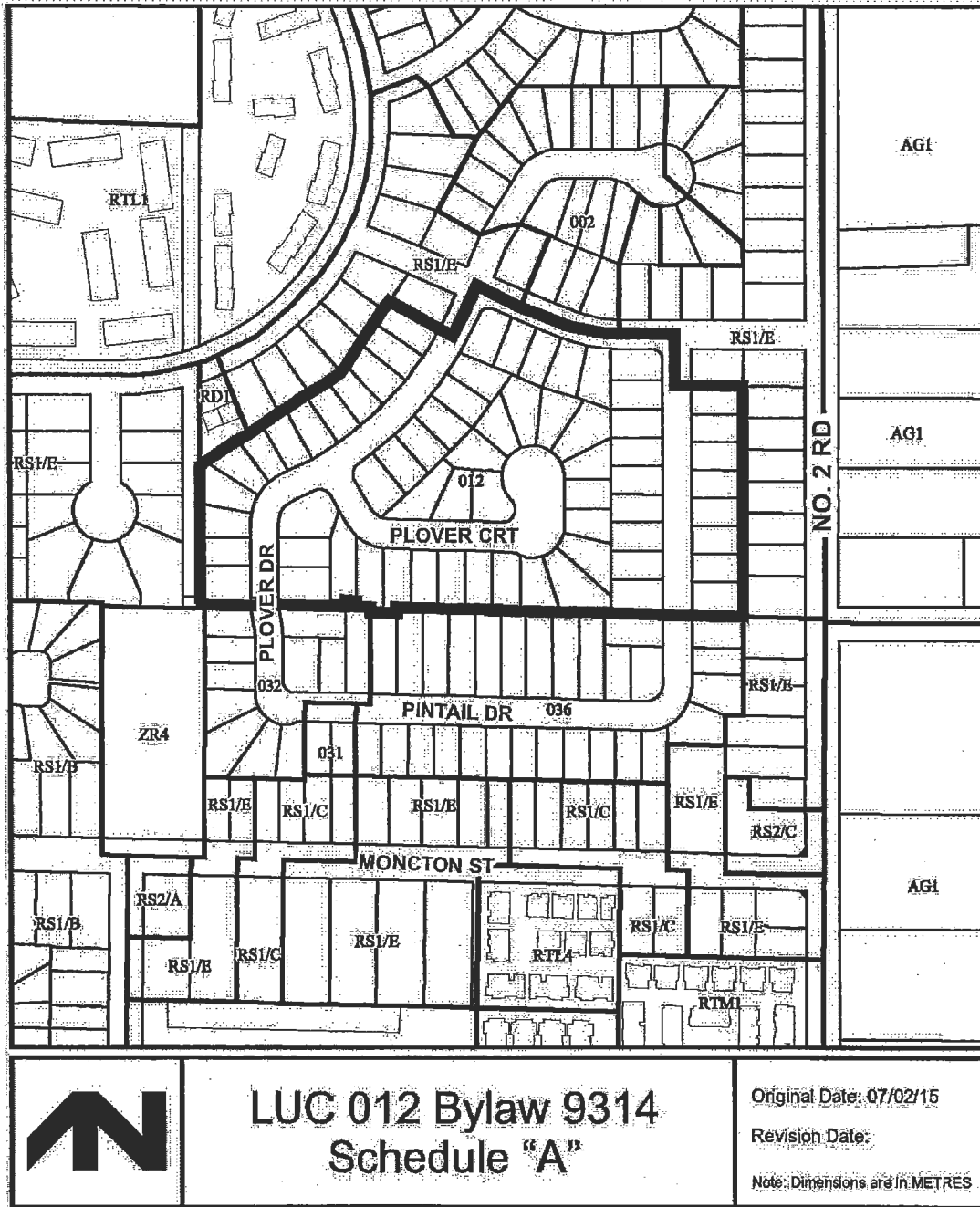
CORPORATE OFFICER



Schedule A attached to and forming part of Bylaw 9314



City of
Richmond





**Richmond Land Use Contract 012
Early Termination Bylaw No. 9315**

Whereas "Land Use Contract 012", having Charge Number K66498, including all amendments, modifications and extensions to Charge Number K66498, charges the lands generally outlined in bold and shown on "Schedule A attached to and forming part of Bylaw 9315".

The Council of the City of Richmond, in open meeting assembled, enacts as follows:

1. That "Land Use Contract 012" having Charge Number K66498, including all amendments, modifications and extensions to Charge Number K66498, be terminated in its entirety.
2. That the effective date of termination of "Land Use Contract 012" be one year from the date of adoption of Richmond Land Use Contract 012 Early Termination Bylaw No. 9315.
3. The Mayor and Corporate Officer are hereby authorized to execute any documents necessary to terminate, release and discharge "Land Use Contract 012" in its entirety.
4. This Bylaw may be cited as "**Richmond Land Use Contract 012 Early Termination Bylaw No. 9315**".

FIRST READING

PUBLIC HEARING

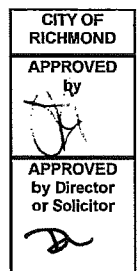
SECOND READING

THIRD READING

ADOPTED

MAYOR

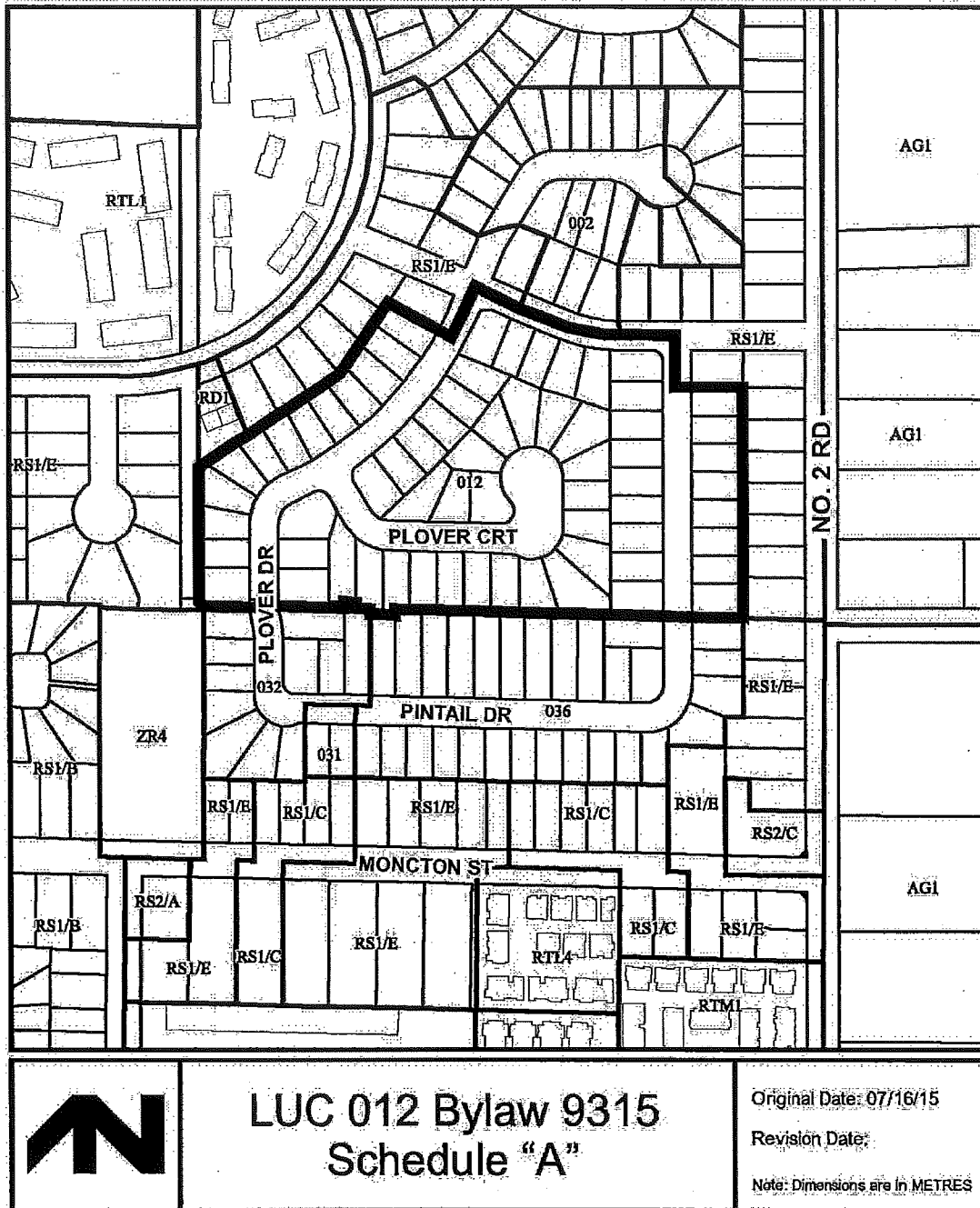
CORPORATE OFFICER



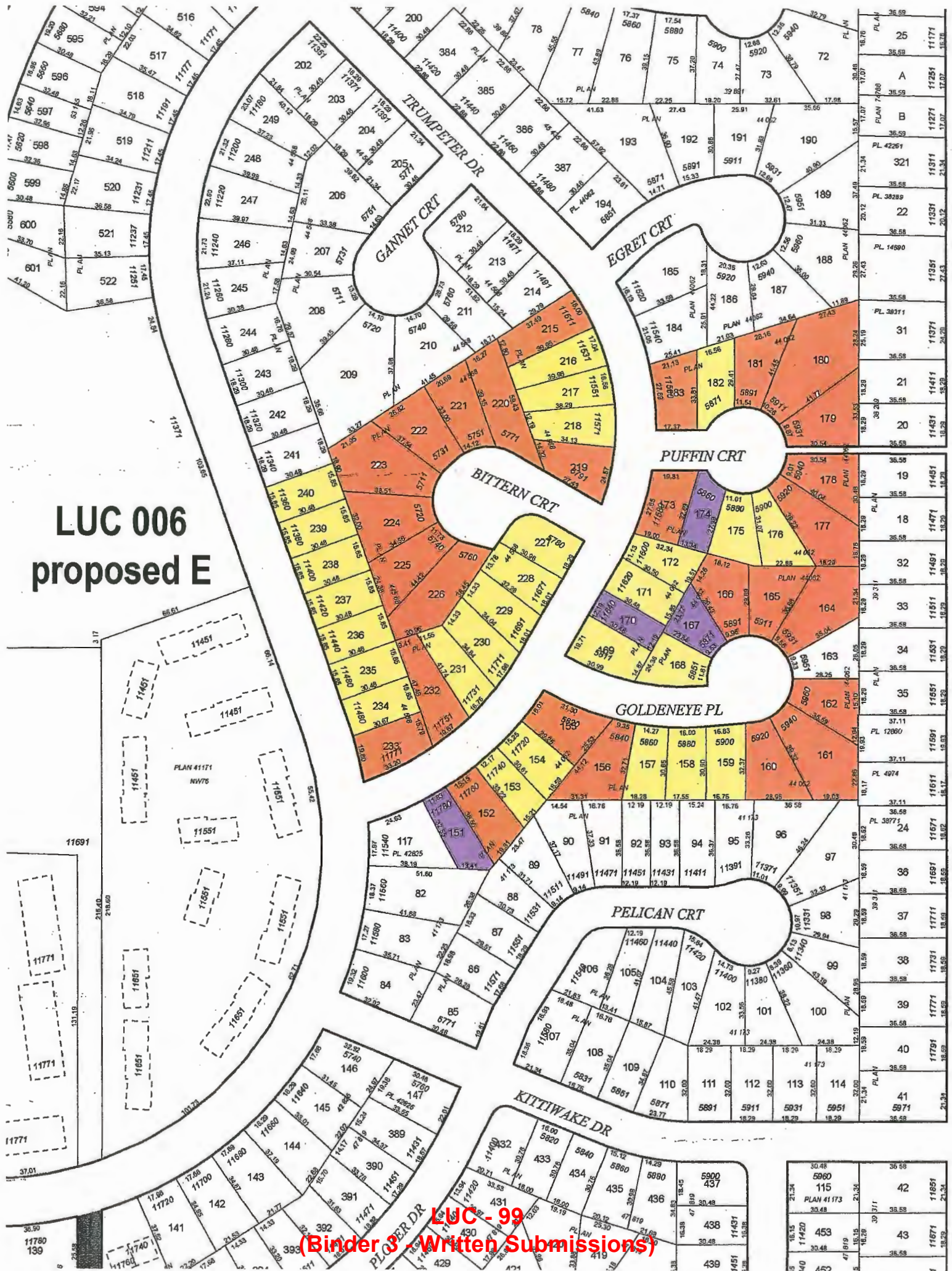
Schedule A attached to and forming part of Bylaw 9315



City of
Richmond



LUC 006 proposed E



Westwind - Land Use Contract 006

Zoning						Current House size (ft ²)				Floor Area Ratio (FAR)				Current LUC		35 feet max height	
	Street	Address	Lot Size (ft ²)	Proposed	Site specific	Conforms	MLS Database	BC Assessment	55% + 30% (ft ²)	Conforms	55% (ft ²)	Conforms	60% (ft ²)	Conforms	FAR (ft ²)	Conforms	FAR (ft ²)
1	1 Bittern	5791	5953	E	E	Y	new	2483	3036	Y	3274	Y	3572	Y	7144	Y	7144
2	2 Bittern	5771	8282	E	E	Y		1923	3735	Y	4555	Y	4969	Y	9938	Y	9938
3	3 Bittern	5751	6447	E	E	Y		2157	3184	Y	3546	Y	3868	Y	7736	Y	7736
4	4 Bittern	5731	7314	E	E	Y		1888	3444	Y	4023	Y	4388	Y	8777	Y	8777
5	5 Bittern	5711	10450	E	E	Y	2600	new	4385	N	5748	N	6270	N	12540	Y	12540
6	6 Bittern	5720	7909	E	E	Y		2214	3623	Y	4350	Y	4745	Y	9491	Y	9491
7	7 Bittern	5740	7154	E	E	Y	new	3373	3396	Y	3935	Y	4292	Y	8585	Y	8585
8	8 Bittern	5760	8745	E	E	Y	3118	2837	3874	Y	4810	Y	5247	Y	10494	Y	10494
9	9 Bittern	5780	5717	E	D	N	2308	new	2965	N	3144	N	3430	N	6860	Y	6860
10	10 Goldeneye	5811	5911	E	D	N		2191	3023	Y	3251	Y	3547	Y	7093	Y	7093
11	11 Goldeneye	5851	5253	E	D	N	renovate	2433	2826	Y	2889	Y	3151	Y	6302	Y	6302
12	12 Goldeneye	5871	4455	E	B	M		1899	2450	Y	2450	Y	2673	Y	5346	Y	5346
13	13 Goldeneye	5891	6781	E	E	Y	2261	2423	3284	Y	3730	Y	4069	Y	8137	Y	8137
14	14 Goldeneye	5911	6383	E	E	Y	2163	2388	3165	Y	3511	Y	3830	Y	7660	Y	7660
15	15 Goldeneye	5931	9071	E	E	Y	new	3496	3971	Y	4989	Y	5443	Y	10885	Y	10885
16	16 Goldeneye	5960	6048	E	E	Y	1661	1665	3064	Y	3326	Y	3629	Y	7258	Y	7258
17	17 Goldeneye	5940	9914	E	E	Y	5094	new	4224	N	5453	N	5948	N	11897	Y	11897
18	18 Goldeneye	5920	7208	E	E	Y		2132	3412	Y	3964	Y	4325	Y	8650	Y	8650
19	19 Goldeneye	5900	5710	E	D	M	2550	2323	2963	Y	3141	Y	3426	Y	6852	Y	6852
20	20 Goldeneye	5880	5523	E	D	M	1650	1678	2907	Y	3038	Y	3314	Y	6628	Y	6628
21	21 Goldeneye	5860	5499	E	D	M	2285	2216	2900	Y	3024	Y	3299	Y	6599	Y	6599
22	22 Goldeneye	5840	7409	E	E	Y		1860	3473	Y	4075	Y	4445	Y	8891	Y	8891
23	23 Goldeneye	5820	6385	E	E	Y	1768	1770	3166	Y	3512	Y	3831	Y	7662	Y	7662
24	24 Trumpeter	11511	6409	E	E	Y	2212	2028	3173	Y	3525	Y	3845	Y	7691	Y	7691
25	25 Trumpeter	11531	5836	E	D	M	2228	2228	3001	Y	3210	Y	3502	Y	7003	Y	7003
26	26 Trumpeter	11551	5584	E	D	M		2320	2925	Y	3071	Y	3350	Y	6701	Y	6701
27	27 Trumpeter	11571	5815	E	D	M		2494	2995	Y	3198	Y	3489	Y	6978	Y	6978
28	28 Trumpeter	11671	5389	E	D	M		1836	2867	Y	2964	Y	3233	Y	6467	Y	6467
29	29 Trumpeter	11691	5692	E	D	M		2244	2958	Y	3131	Y	3415	Y	6830	Y	6830
30	30 Trumpeter	11711	5872	E	D	N	1953	1900	3125	Y	3437	Y	3523	Y	7499	Y	7499
31	31 Trumpeter	11731	5658	E	D	M		2540	2947	Y	3112	Y	3395	Y	6790	Y	6790
32	32 Trumpeter	11751	6834	E	E	Y	2511	2575	3300	Y	3759	Y	4100	Y	8201	Y	8201
33	33 Trumpeter	11771	6249	E	E	Y	1870	1652	2779	Y	3437	Y	3749	Y	7499	Y	7499
34	34 Trumpeter	11560	6191	E	E	Y	2343	2471	3107	Y	2861	Y	3715	Y	7429	Y	7429
35	35 Trumpeter	11580	6014	E	E	Y	2018	new	3054	N	3308	N	3608	N	7217	Y	7217
36	36 Trumpeter	11600	5095	E	D	M	2600	2683	2874	Y	2802	Y	3057	Y	6114	Y	6114
37	37 Trumpeter	11620	5201	E	D	M		2096	2810	Y	2861	Y	3121	Y	6241	Y	6241
38	38 Trumpeter	11640	4000	E	B	M		2216	2200	N	3618	Y	2400	Y	4800	Y	4800
39	39 Trumpeter	11720	5413	E	D	M	2352	2324	2874	Y	2977	Y	3248	Y	6496	Y	6496
40	40 Trumpeter	11740	4648	E	D	N	1547	1351	2556	Y	2556	Y	2789	Y	5578	Y	5578
41	41 Trumpeter	11760	6579	E	E	Y		2028	3224	Y	3618	Y	3947	Y	7895	Y	7895
42	42 Trumpeter	11780	5047	E	B	N	2184	2216	2764	Y	2776	Y	3028	Y	6056	Y	6056
43	43 Puffin	5871	5435	E	D	M	1890	2162	2881	Y	2989	Y	3261	Y	6522	Y	6522
44	44 Puffin	5891	6607	E	E	Y	2335	2238	3232	Y	3634	Y	3964	Y	7928	Y	7928
45	45 Puffin	5911	13261	E	E	Y	2240	2161	5228	Y	7294	Y	7957	Y	15913	Y	15913
46	46 Puffin	5931	7581	E	E	Y	4265	new	3524	N	4170	N	4549	N	9097	Y	9097
47	47 Puffin	5940	6859	E	E	Y	2304	2334	3308	Y	3772	Y	4115	Y	8231	Y	8231
48	48 Puffin	5920	8423	E	E	Y	2000	2883	3777	Y	4633	Y	5054	Y	10108	Y	10108
49	49 Puffin	5900	5280	E	D	M		1615	2834	Y	2904	Y	3168	Y	6336	Y	6336
50	50 Puffin	5880	5388	E	D	M	1703	1639	2866	Y	2963	Y	3233	Y	6466	Y	6466
51	51 Puffin	5860	4425	E	B	M		1699	2434	Y	2434	Y	2655	Y	5310	Y	5310

	Street	Address	Lot size	Richmond Zoning			House size (ft ²)		FAR					
				Proposed	Site specific	Conform	IVLS Database	BC Assessment	55%/30% (ft2)	Conform	55% (ft2)	Conform	60% (ft2)	Conform
52	1 Kingfisher	11360	5201	E	D	N	2000	2214	2810	Y	2861	Y	3121	Y
53	2 Kingfisher	11380	5200	E	D	N	1803	2021	2810	Y	2860	Y	3120	Y
54	3 Kingfisher	11400	5200	E	D	N	2452	1227	2810	Y	2860	Y	3120	Y
55	4 Kingfisher	11420	5200	E	D	N	2003	2056	2810	Y	2860	Y	3120	Y
56	5 Kingfisher	11440	5200	E	D	N	2038	2002	2810	Y	2860	Y	3120	Y
57	6 Kingfisher	11460	5201	E	D	N		2128	2810	Y	2861	Y	3121	Y
58	7 Kingfisher	11480	5208	E	D	N	1953	1920	2812	Y	2864	Y	3125	Y
				Total Non-Conforming Properties			Total Non-Conforming Properties			6			5	5
				%			%			10%			9%	9%

6241
6240
6240
6240
6240
6240
6241
6250



**Richmond Zoning Bylaw 8500, Amendment Bylaw No. 9304
To Establish Zoning for the Properties Developed Under
Land Use Contract 006**

The Council of the City of Richmond, in open meeting assembled, enacts as follows:

1. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by designating that portion outlined in bold and shown on "Schedule A attached to and forming part of Bylaw 9304" as **"SINGLE DETACHED (RS1/E)"**.
2. This Bylaw may be cited as **"Richmond Zoning Bylaw 8500, Amendment Bylaw No. 9304"**.

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

ADOPTED

CITY OF RICHMOND
APPROVED by 
APPROVED by Director or Solicitor 

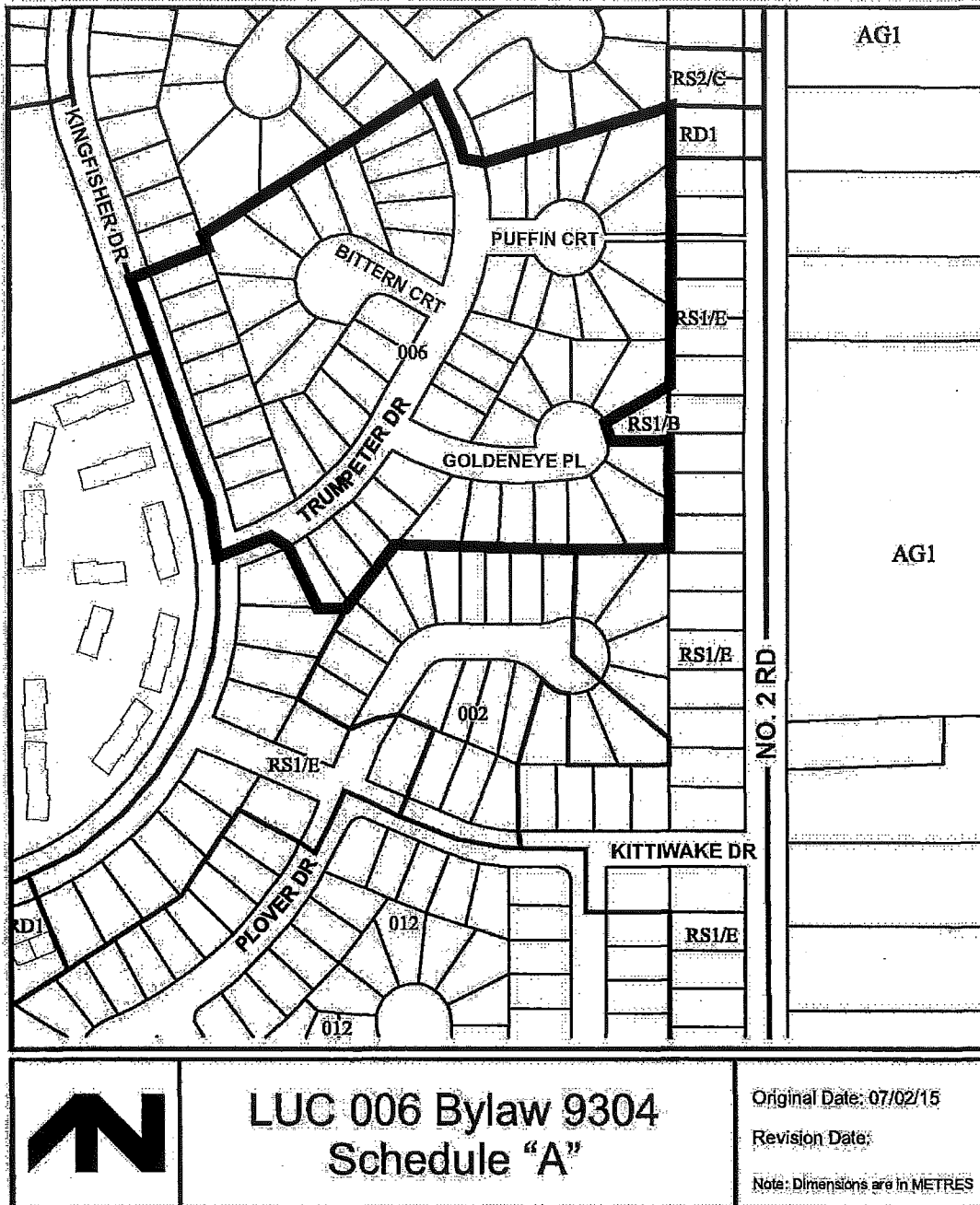
MAYOR

CORPORATE OFFICER

Schedule A attached to and forming part of Bylaw 9304



City of
Richmond





City of Richmond

Bylaw 9305

Richmond Land Use Contract 006 Early Termination Bylaw No. 9305

Whereas "Land Use Contract 006", having Charge Number J91083, including all amendments, modifications and extensions to Charge Number J91083, charges the lands generally outlined in bold and shown on "Schedule A attached to and forming part of Bylaw 9305".

The Council of the City of Richmond, in open meeting assembled, enacts as follows:

1. That "Land Use Contract 006", having Charge Number J91083, including all amendments, modifications and extensions to Charge Number J91083, be terminated in its entirety.
2. That the effective date of termination of "Land Use Contract 006" be one year from the date of adoption of Richmond Land Use Contract 006 Early Termination Bylaw No. 9305.
3. The Mayor and Corporate Officer are hereby authorized to execute any documents necessary to terminate, release and discharge "Land Use Contract 006" in its entirety.
4. This Bylaw may be cited as "**Richmond Land Use Contract 006 Early Termination Bylaw No. 9305**".

FIRST READING

PUBLIC HEARING

SECOND READING

THIRD READING

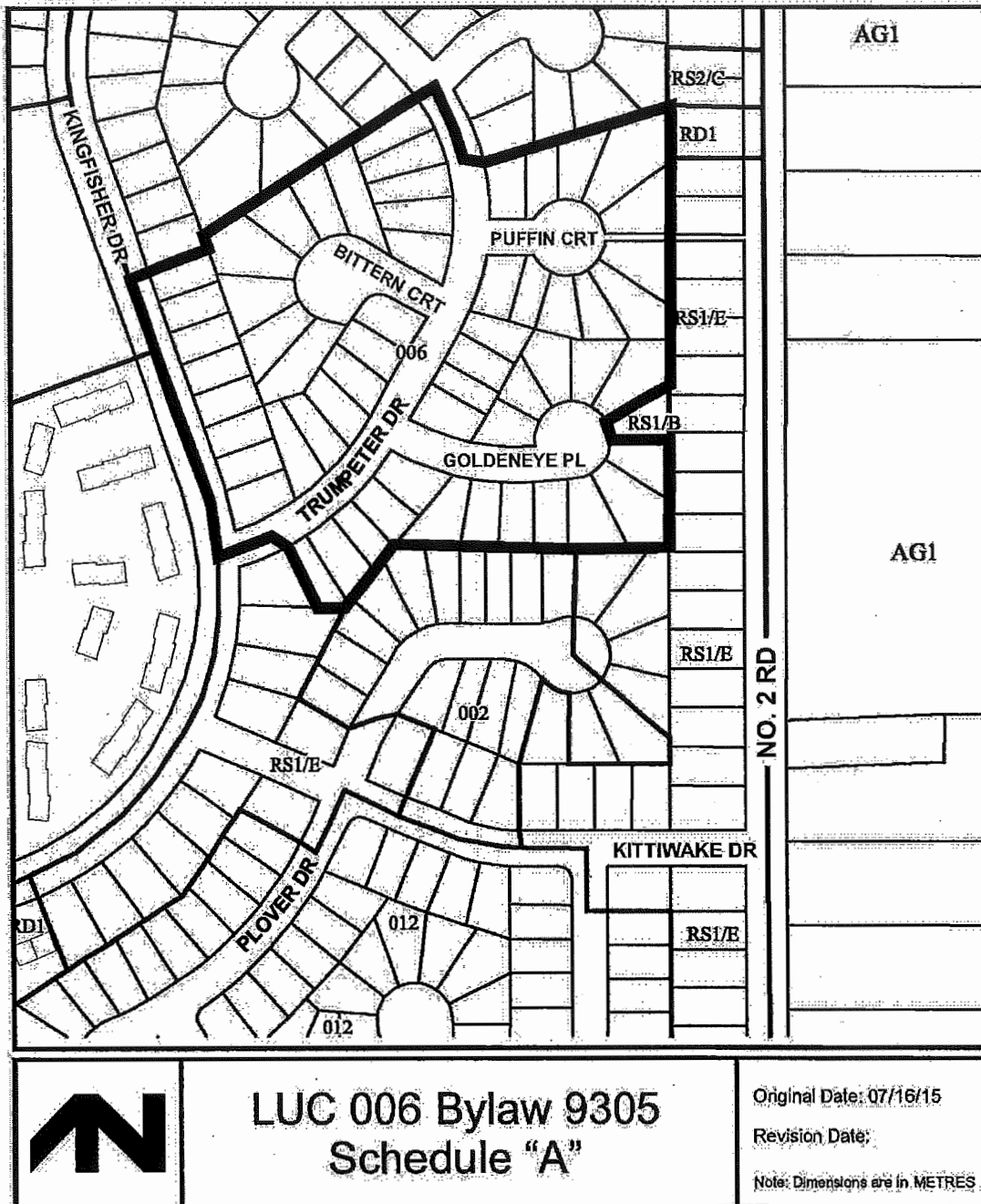
ADOPTED

MAYOR

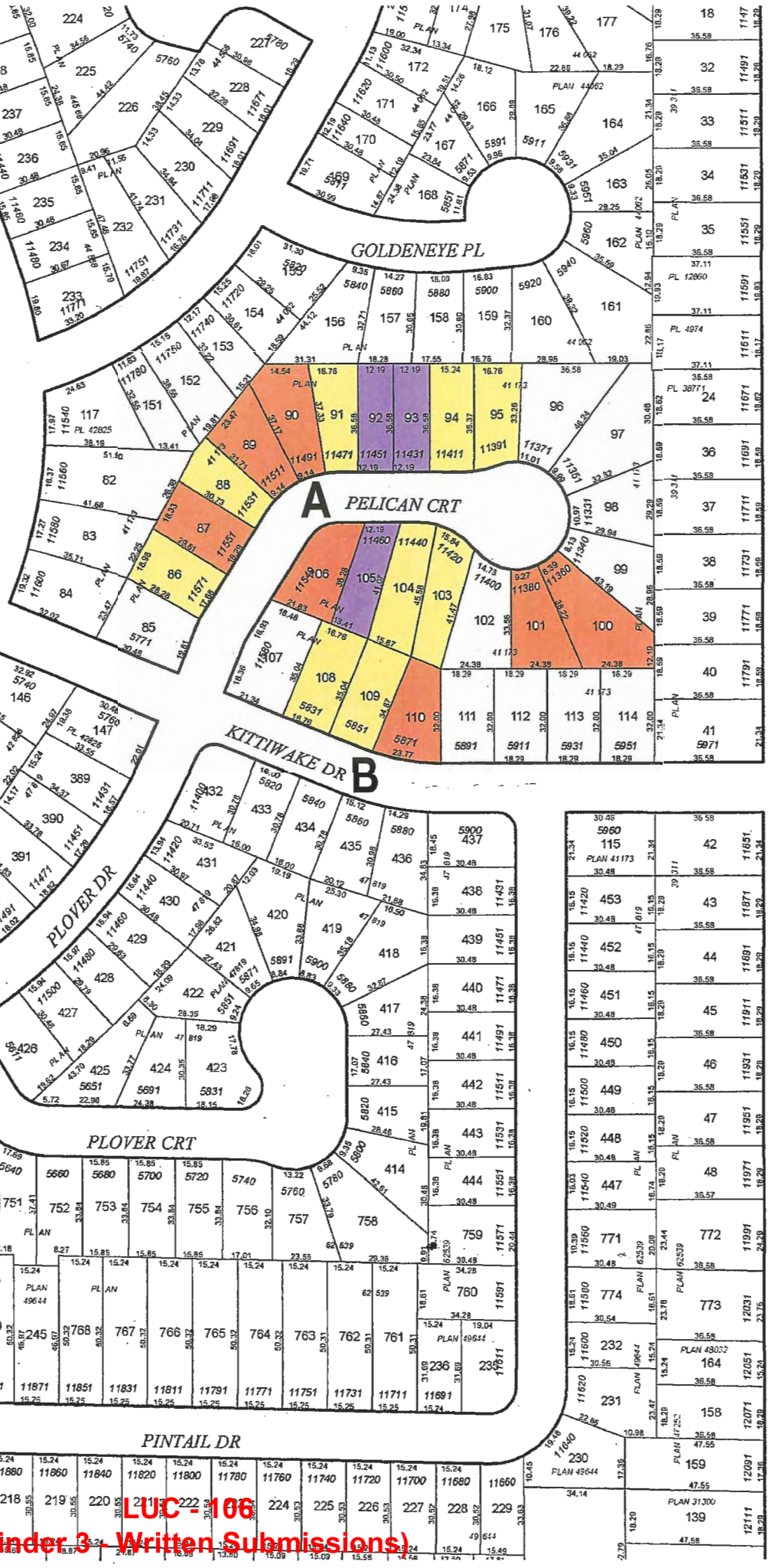
CORPORATE OFFICER



Schedule A attached to and forming part of Bylaw 9305

City of
Richmond

LUC 002
Pelican A
proposed E
Kittiwake B
proposed D



Westwind - Land Use Contract 002

Zoning				Current House size (ft ²)			Floor Area Ratio (FAR)						Current LUC	35 feet max height		
Street	Address	Lot Size (ft ²)	Proposed	Site specific	Conforms	MLS Database	BC Assessment	55% + 30% (ft ²)	Conforms	55% (ft ²)	Conforms	60% (ft ²)	Conforms	FAR (ft ²)	40% x's 3-storeys	
1	1 Pelican	11571	5699	E	D	N	1866	2960	Y	3134	Y	3419	Y	6839		
2	2 Pelican	11551	5930	E	D	N	new 3186	3029	N	3262	Y	3558	Y	7116		
3	3 Pelican	11531	4913	E	D	N	1615	2702	Y	2702	Y	2948	Y	5896		
4	4 Pelican	11511	6000	E	E	Y	1687	3050	Y	3300	Y	3600	Y	7200		
5	5 Pelican	11491	6456	E	E	Y	1609	3187	Y	3551	Y	3874	Y	7747		
6	6 Pelican	11471	5504	E	D	N	2156	2901	Y	3027	Y	3302	Y	6605		
7	7 Pelican	11451	4800	E	B	N	2074	2640	Y	2640	Y	2880	Y	5760		
8	8 Pelican	11431	4800	E	B	N	1425	2640	Y	2640	Y	2880	Y	5760		
9	9 Pelican	11411	5998	E	D	N	1929	3049	Y	3299	Y	3599	Y	7198		
10	10 Pelican	11391	5958	E	D	N	1676	3037	Y	3277	Y	3575	Y	7150		
11	11 Pelican	11360	9060	E	E	Y	1822	3968	Y	4983	Y	5436	Y	10872		
12	12 Pelican	11380	6196	E	E	Y	1614	3109	Y	3408	Y	3718	Y	7435		
13	13 Pelican	11420	6140	E	D	N	1485	3092	Y	3377	Y	3684	Y	7368		
14	14 Pelican	11440	6475	E	D	N	1738	3193	Y	3561	Y	3885	Y	7770		
15	15 Pelican	11460	5202	E	B	N	1360	2811	Y	2861	Y	3121	Y	6242		
16	16 Pelican	11540	6357	E	E	Y	1629	3157	Y	3496	Y	3814	Y	7628		
16	16 Kittiwake	5831	6325	D	D	Y	1761	3148	Y	3479	Y	3795	Y	7590		
17	17 Kittiwake	5851	5982	D	D	Y	1645	3045	Y	3290	Y	3589	Y	7178		
18	18 Kittiwake	5871	6221	D	E	N	1837	3116	Y	3422	Y	3733	Y	7465		
Total Non-Conforming Properties				12		67%	Total Non-Conforming Properties				1	6%	0		0%	



**Richmond Zoning Bylaw 8500, Amendment Bylaw No. 9300
To Establish Zoning for the Properties Developed Under
Land Use Contract 002**

The Council of the City of Richmond, in open meeting assembled, enacts as follows:

1. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by designating that portion outlined in bold and shown as Area "A" on "Schedule A attached to and forming part of Bylaw 9300" as "**SINGLE DETACHED (RS1/E)**".
2. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by designating that portion outlined in bold and shown as Area "B" on "Schedule A attached to and forming part of Bylaw 9300" as "**SINGLE DETACHED (RS1/D)**".
3. This Bylaw may be cited as "**Richmond Zoning Bylaw 8500, Amendment Bylaw No. 9300**".

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

ADOPTED

MAYOR

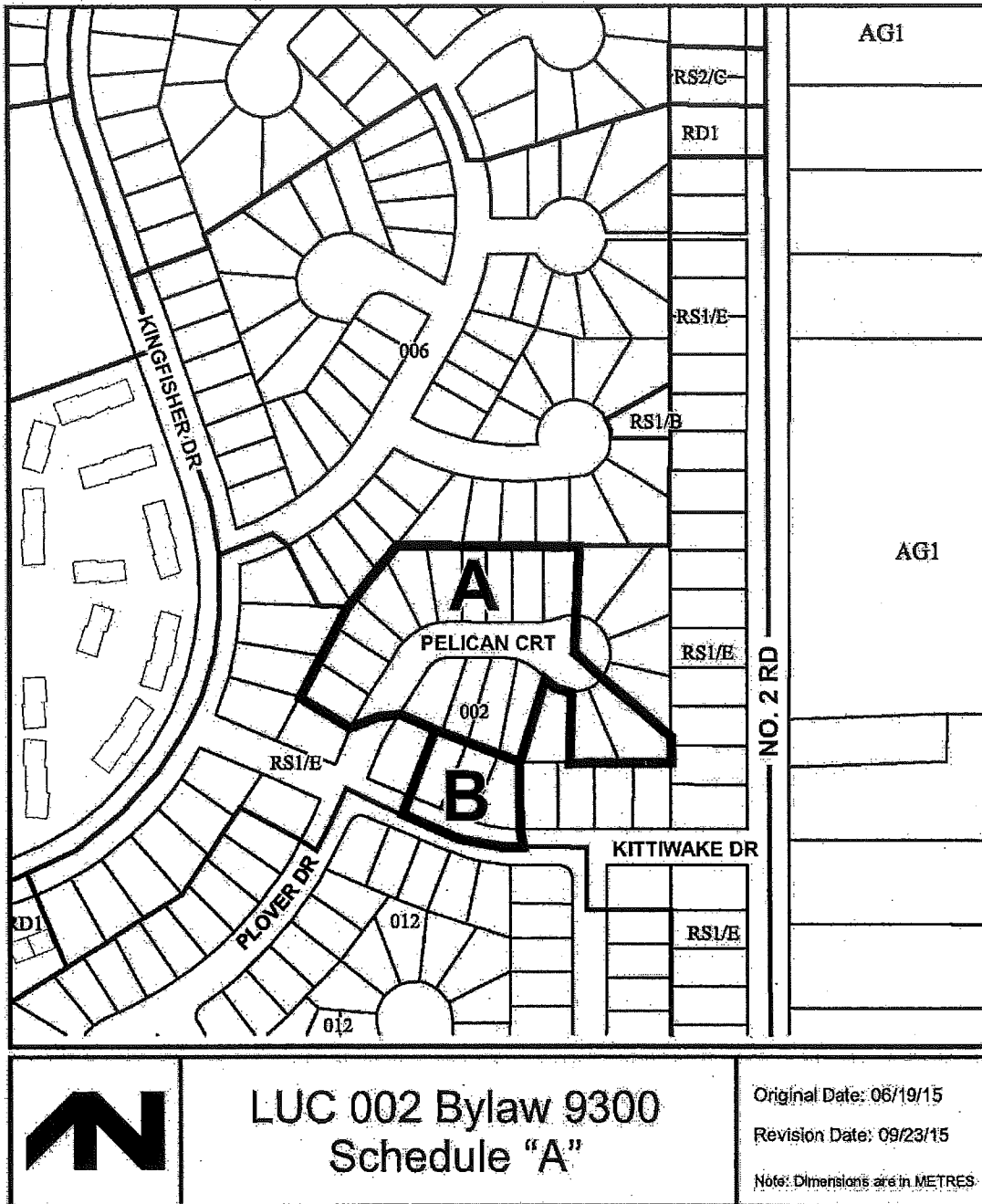
CORPORATE OFFICER



Schedule A attached to and forming part of Bylaw 9300



City of
Richmond





City of Richmond

Bylaw 9301

Richmond Land Use Contract 002 Early Termination Bylaw No. 9301

Whereas "Land Use Contract 002", having Charge Number H62473, including all amendments, modifications and extensions to Charge Number H62473, charges the lands generally outlined in bold and shown on "Schedule A attached to and forming part of Bylaw 9301".

The Council of the City of Richmond, in open meeting assembled, enacts as follows:

1. That "Land Use Contract 002", having Charge Number H62473, including all amendments, modifications and extensions to Charge Number H62473, be terminated in its entirety.
2. That the effective date of termination of "Land Use Contract 002" be one year from the date of adoption of Richmond Land Use Contract 002 Early Termination Bylaw No. 9301.
3. The Mayor and Corporate Officer are hereby authorized to execute any documents necessary to terminate, release and discharge "Land Use Contract 002" in its entirety.
4. This Bylaw may be cited as "**Richmond Land Use Contract 002 Early Termination Bylaw No. 9301**".

FIRST READING

PUBLIC HEARING

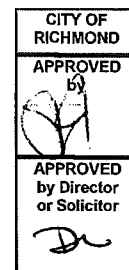
SECOND READING

THIRD READING

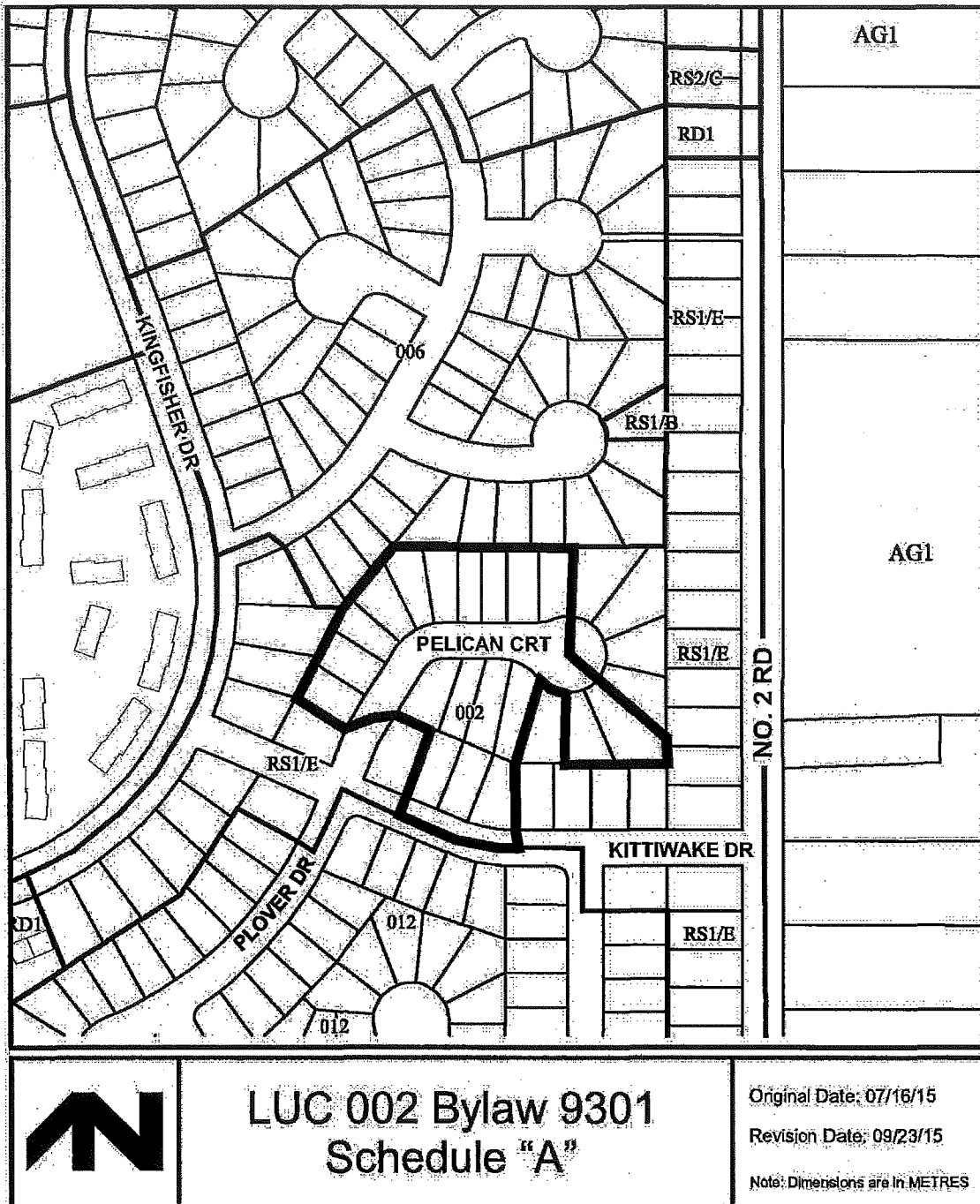
ADOPTED

MAYOR

CORPORATE OFFICER



Schedule A attached to and forming part of Bylaw 9301

City of
Richmond

				Richmond Zoning			House size (ft ²)				FAR				
	Street	Lot size	Proposed	Site specific	Conform	MIS Database	BC Assessment	55%/30% (ft2)	Conform	55% (ft2)	Conform	60% (ft2)	Conform		
154	17 Warbler	5571	6416	D	E	N	2250	2209	3175	Y	3529	Y	3850	Y	7699
155	18 Warbler	5591	6228	D	E	N	2663	2540	3118	Y	3425	Y	3737	Y	7474
156	1 Woodpecker	5200	10428	D	E	N	4312	3958	4378	Y	5735	Y	6257	Y	12514
157	2 Woodpecker	5220	6250	D	E	N		3423	3125	N	3438	Y	3750	Y	7500
158	3 Woodpecker	5240	5318	D	D	Y	3211	3421	2845	N	2925	N	3191	N	6382
159	4 Woodpecker	5260	5316	D	D	Y		3116	2845	N	2924	N	3190	Y	6379
160	5 Woodpecker	5280	5318	D	D	Y	2600	2795	2845	Y	2925	Y	3191	Y	6382
161	6 Woodpecker	5300	5316	D	D	Y	2899	3073	2845	N	2924	N	3190	Y	6379
162	7 Woodpecker	5320	5316	D	D	Y	3073	2532	2845	Y	2924	Y	3190	Y	6379
163	8 Woodpecker	5400	5911	D	D	Y		3150	3023	N	3251	Y	3547	Y	7093
164	9 Woodpecker	5420	5200	D	D	Y	2172	3247	2810	N	2860	N	3120	N	6240
165	10 Woodpecker	5440	5200	D	D	Y	2804	3537	2810	N	2860	N	3120	N	6240
166	11 Woodpecker	5460	5200	D	D	Y		2592	2810	Y	2860	Y	3120	Y	6240
167	12 Woodpecker	5480	5200	D	D	Y	3476	3505	2810	N	2860	N	3120	N	6240
168	13 Woodpecker	5500	5200	D	D	Y		2676	2810	Y	2860	Y	3120	Y	6240
169	14 Woodpecker	5520	5200	D	D	Y		2709	2810	Y	2860	Y	3120	Y	6240
170	15 Woodpecker	5540	5201	D	D	Y		2812	2810	N	2861	Y	3121	Y	6241
171	16 Woodpecker	5560	6641	D	E	N	3476	3356	3242	N	3653	Y	3985	Y	7969
172	17 Woodpecker	5580	6142	D	E	N	2870	3140	3093	N	3378	Y	3685	Y	7370
173	18 Woodpecker	5600	5458	D	D	Y	2951	2825	2887	Y	3002	Y	3275	Y	6550
174	19 Woodpecker	5620	5650	D	D	Y	2728	2690	2945	Y	3108	Y	3390	Y	6780
175	20 Woodpecker	5640	4738	D	D	Y	2423	2385	2606	Y	2606	Y	2843	Y	5686
176	21 Woodpecker	5660	5935	D	E	N	3118	3281	3031	N	3264	N	3561	Y	7122
177	22 Woodpecker	5680	5989	D	E	N	2607	2334	3047	Y	3294	Y	3593	Y	7187
178	23 Woodpecker	5700	4624	D	C	N	1880	1921	2543	Y	2543	Y	2774	Y	5549
179	24 Woodpecker	5720	4603	D	C	N	2346	new	2532	N	2532	N	2762	N	5524
180	25 Woodpecker	5740	4466	D	C	N	2366	2328	2456	Y	2456	Y	2680	Y	5359
181	26 Woodpecker	5760	5346	D	D	Y	2760	2676	2854	Y	2940	Y	3208	Y	6415
182	27 Woodpecker	5780	4000	D	B	N	2122	new	2200	N	2200	N	2400	N	4800
183	28 Woodpecker	5800	5591	D	D	Y		2614	2927	Y	3075	Y	3355	Y	6709
184	29 Woodpecker	5820	6898	D	E	N	2103	2045	3319	Y	3794	Y	4139	Y	8278
185	30 Woodpecker	5271	6000	D	E	N	3518	3753	3050	N	3300	N	3600	N	7200
186	31 Woodpecker	5291	5999	D	E	N	3233	3304	3050	N	3299	N	3599	Y	7199
187	32 Woodpecker	5311	4002	D	B	N	2272	2319	2201	N	2201	N	2401	Y	4802
188	33 Woodpecker	5331	5200	D	D	Y		2532	2810	Y	2860	Y	3120	Y	6240
189	34 Woodpecker	5351	5200	D	D	Y		2976	2810	N	2860	N	3120	Y	6240
190	35 Woodpecker	5371	5200	D	D	Y		2705	2810	Y	2860	Y	3120	Y	6240
191	36 Woodpecker	5391	5200	D	D	Y		2932	2810	N	2860	N	3120	Y	6240
192	37 Woodpecker	5411	5201	D	D	Y		2738	2810	Y	2861	Y	3121	Y	6241
193	38 Woodpecker	5431	5201	D	D	Y	2396	3090	2810	N	2861	N	3121	Y	6241
194	39 Woodpecker	5451	5200	D	D	Y	2725	2990	2810	N	2860	N	3120	Y	6240
195	40 Woodpecker	5471	5200	D	D	Y		3030	2810	N	2860	N	3120	Y	6240
196	41 Woodpecker	5491	6001	D	E	N	2800	3501	3050	N	3301	N	3601	Y	7201
197	42 Woodpecker	5531	6000	D	E	N	2590	2637	3050	Y	3300	Y	3600	Y	7200
198	43 Woodpecker	5551	5774	D	D	Y	2690	2852	2982	Y	3176	Y	3464	Y	6929
199	44 Woodpecker	5591	4137	D	B	N	2300	2438	2275	N	2275	N	2482	Y	4964
200	45 Woodpecker	5611	4273	D	B	N		2021	2350	Y	2350	Y	2564	Y	5128
201	46 Woodpecker	5631	6501	D	E	N		2917	3200	Y	3576	Y	3901	Y	7801
202	47 Woodpecker	5671	7110	D	E	N		2294	3383	Y	3911	Y	4266	Y	8532
203	48 Woodpecker	5751	5248	D	D	Y		5190	2824	N	2886	N	3149	N	6298
204	49 Woodpecker	5771	6226	D	E	N	2688	2729	3118	Y	3424	Y	3736	Y	7471
Total Non-Conforming Properties					87	Total Non-Conforming Properties					87	71	38		
					% 43%						% 43%	35%	19%		

From: LUC (Land Use Contract)
Sent: Monday, 29 June 2015 09:54
To: 'acytan@telus.net'
Subject: RE: 6911 Graybar Road, Richmond

Andrew,

As you mentioned, the property at 6911 Graybar Road is under land use contract (LUC) 127 which would include zoning provisions. I believe LUC127 permits industrial uses, but you would need to obtain a copy of the LUC to determine the exact regulations. Copies of LUCs that are registered on title may be obtained from the BC Land Title Office (<http://www.ltsa.ca/cms/>).

John

-----Original Message-----

From: acytan@telus.net [mailto:acytan@telus.net]
Sent: Saturday, 27 June 2015 20:31
To: LUC (Land Use Contract)
Subject: 6911 Graybar Road, Richmond

Dear Sir:

The subject property is under LUC127 and is shown as zoned industrial in the zoning map.

Can you please confirm that the zoning of the property is correct.

If so, would it therefore fall under the zoning provisions of the industrial park(IB1,IB2) with regard to uses, permitted uses, lot coverage etc?

Your prompt reply is appreciated.

Andrew Tan
Austin Real Estate Consultants

City Clerk's Office

- - - - 25

LUC Correspondence

LUC ± 113
(Binder 3 - Written Submissions)



From: Park, Minhee
Sent: Wednesday, 5 August 2015 14:51
To: 'patrick@patrickweeks.ca'
Cc: Cooper, James
Subject: RE: 9508 Palmer:

Hi Patrick,

Thank you for your email.

The property at 9508 Palmer Road is governed by Land Use Contract (LUC) 009. There is no floor area limitation but LUC009 refers to Zoning Bylaw 1430 which limits the site coverage to a maximum of 33% of the lot area. A secondary suite is not permitted under the LUC.

I recommend conducting a title search and obtaining a copy of the LUC from the Land Title Office to review the regulations. If clarification on the regulations is required, please speak with James Cooper, Plan Review Manager, at jcooper2@richmond.ca or at [604-247-4606](tel:604-247-4606).

Please be advised that, the provincial government amended the Local Government Act to provide that all LUCs will expire on June 30, 2024 and require municipalities to establish underlying zoning for LUC properties by June 30, 2022. Additionally, the new legislation also establishes a process that enables municipalities to undertake the optional early termination of LUCs prior to 2024. Richmond City Council directed staff to bring forward bylaws that would result in the early termination of 93 LUCs that include single-family properties; Staff will bring forward a bylaw to terminate LUC009 along with a bylaw to put in place proper underlying zoning for affected properties. A Public Hearing for the early LUC termination is anticipated in October, 2015. Further information can be found at the following link.
<http://www.richmond.ca/plandev/planning2/projects/LUC.htm>

There will be a transition period of at least 1 year if Council adopts bylaws that would terminate LUCs earlier than the sunset date of 2024. If the LUC termination bylaws are adopted at the end of 2015, the LUC would still be valid for a minimum of one year before the LUC is terminated (Council could consider allowing a longer transition period up to 2024). If a property owner would like to develop the property in accordance with the LUC and believes that the 1 year time period poses a hardship and additional time is required, they may apply to the Board of Variance for an extension to a later date up to June 30, 2024. If granted, the extension would only apply to the particular property owner and would end if the property ownership changes.

Please let me know if you have further questions.

Thank you.

Minhee Park
Planner 1, Policy Planning
City of Richmond
(604) 276-4188
mpark@richmond.ca

From: Patrick Weeks [<mailto:patrick@patrickweeks.ca>]
Sent: Tuesday, 04 August 2015 08:31
To: LUC (Land Use Contract)
Subject: 9508 Palmer:

City Clerk's Office

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LUC 114
(Binder 3 - Written Submissions)
LUC correspondences



Hi there,

Please let me know what the maximum buildable square footage is on a new two level home on this lot. My client wants to purchase it and would like to know how land use contract 009 would affect his lot.

thanks,



Patrick Weeks

Personal Real Estate Corporation

Mobile: (604) 803-9335

Website: www.PatrickWeeks.ca

Facebook: www.facebook.com/PatrickWeeksRealEstate

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From: LUC (Land Use Contract)
Sent: Thursday, 12 November 2015 09:06
To: 'Scott Nakade'
Subject: RE: Information on 105

Hi,

You can find additional information on our website at:

<http://www.richmond.ca/plandev/planning2/projects/LUC.htm>

In particular, click on the pdf file Land Use Contract - Report and Summaries, and scroll down past the report and to the summary pages - Land Use Contract 105. There you will find a table that compares the key regulations under LUC105 and the proposed RS1/B and RS1/D zone - note the 2 properties facing Hollycroft Gate are proposed to be zoned as RS1/D and the remaining properties are proposed to be zoned as RS1/B.

Some of the key differences between your land use contract and the RS1 zoning include the following:

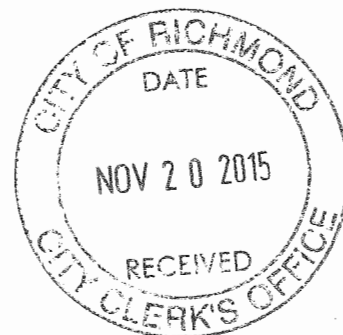
1. Secondary Uses – The RS1 zone allows a range of secondary uses including a secondary suite, boarding and lodging and home businesses such as a child care facility for up to 10 children, and licensed home offices, subject to certain regulations.
2. Lot Coverage – The RS1 zone allows buildings and structures to cover up to 45% of the lot. LUC 105 has a maximum lot coverage of 40%.
3. Floor Area – The RS1 zone limits the size of a house using a floor area ratio (FAR) which is determined by using the prescribed FAR and multiplying it by the size of the lot.
4. Building Height – The RS1 zone also restricts the building height to 2 ½ storeys (29.5 ft. maximum) and prevents a box shaped house massing by having certain building envelope requirements. For single-family properties under a LUC the maximum height for a house is typically 3 storeys (35 ft. maximum).

I hope this helps.

John

-----Original Message-----

From: Scott Nakade [mailto:scottnakade@yahoo.com]
Sent: Tuesday, 10 November 2015 20:02
To: LUC (Land Use Contract)
Subject: Information on 105



Hi there I live on hollycroft dr in Richmond and I am looking for information on luc 105 as I have received a booklet on a vote coming up but do not any information on what exactly my property is at the moment. Thank you for your time.

City Clerk's Office

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LUC Correspondence

LUC 116
(Binder 3 - Written Submissions)

From: LUC (Land Use Contract)
Sent: Thursday, 12 November 2015 15:42
To: 'TED MORTENSEN'
Subject: RE: terminating of land use contracts

Margaret and Ted Mortensen,

Thank you for your email. The property at 10540 Seamount Road is in Land Use Contract 014. You can find additional information on our website at:

<http://www.richmond.ca/plandev/planning2/projects/LUC.htm>

In particular, click on the pdf file Land Use Contract - Report and Summaries, and scroll down past the report and to the summary pages - Land Use Contract 014. There you will find a table that compares the key regulations under LUC014 and the proposed RS1/E zone for your property.

What is being proposed is 2 bylaws for each Land Use Contract. The first bylaw (Bylaw 9316) would add the RS1/E zone as the zoning for your property, and the second bylaw (Bylaw 9317) would terminate the Land Use Contract.

I hope this answers your questions.

John

From: TED MORTENSEN [<mailto:treasuredmem@shaw.ca>]
Sent: Thursday, 12 November 2015 14:54
To: LUC (Land Use Contract)
Subject: terminating of land use contracts

To whom it may concern

We have tried using the city website and was unable to find any records of land use contract 014. From the booklet that was sent to us, we're not sure what is proposed. Are there 2 choices-retaining Bylaw No.9316 or Early Termination Bylaw No. 9317? If No 9317 is passed, does that mean higher density for our area?

thank you for your assistance.

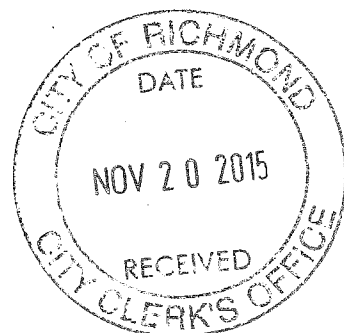
Margaret and Ted Mortensen
10540 Seamount Rd

City Clerk's Office

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LUC Correspondence

LUC + 117
(Binder 3 - Written Submissions)



From: LUC (Land Use Contract)
Sent: Monday, 16 November 2015 10:07
To: 'Betty Boland'
Subject: RE: land use contracts
Attachments: RS1-RS2-RS324187.pdf

Betty,

I have attached the City's regulations for the RS1 zone for your information. The differences between RS1/B and RS1/E has to do with the minimum lot dimensions (lot size, lot width and lot depth). Regulations such as maximum floor area, setbacks, and building height are all the same between RS1/B and RS1/E.

More information on the City's zoning bylaw can be found at:
<http://www.richmond.ca/cityhall/bylaws/zoningbylaw8500.htm>

John

From: Betty Boland [mailto:bboland@shaw.ca]
Sent: Thursday, 12 November 2015 18:27
To: LUC (Land Use Contract)
Subject: land use contracts

What are the various zoning types such as RS1/B or RS1/E? Are the definitions available on the city website or elsewhere?

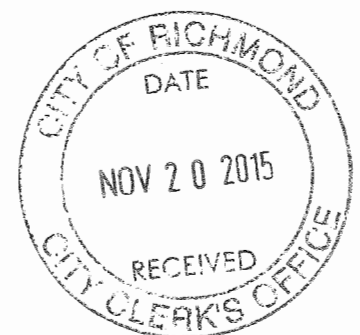
Betty Boland
604-271-1632

City Clerk's Office

- - - - 29

LUC Correspondence

LUC ± 118
(Binder 3 - Written Submissions)



8. Residential Zones

8.1 Single Detached (RS1/A-H, J-K; RS2/A-H, J-K) [Bylaw 8672, Jan 24/11]

8.1.1 Purpose

The **zone** provides for **single detached housing** with a range of compatible **secondary uses**. **Subdivision** standards vary by sub-categories (A-H; J-K). The **zone** is divided into sub-zones: RS1 for traditional **single detached housing**; RS2 which provides for a **density bonus** that would be used for rezoning applications in order to help achieve the **City's** affordable housing objectives [Bylaw 8672, Jan 24/11]

8.1.2 Permitted Uses

- **housing, single detached**

8.1.3 Secondary Uses

- **boarding and lodging**
- **community care facility, minor**
- **home business**
- **secondary suite**
- **bed and breakfast**

8.1.4 Permitted Density

1. The maximum **density** is one **principal dwelling unit** per **lot**.
2. For **single detached housing** zoned RS1/A-H, J-K [Bylaw 8672, Jan 24/11], the maximum **floor area ratio** is 0.55 applied to a maximum of 464.5 m² of the **lot area**, together with 0.30 applied to the balance of the **lot area** in excess of 464.5 m².
3. For **single detached housing** zoned RS2/A-H, J-K, the maximum **floor area ratio** is 0.40 applied to a maximum of 464.5 m² of the **lot area**, together with 0.30 applied to the balance of the **lot area** in excess of 464.5 m².
4. Notwithstanding Section 8.1.4.3, the reference to "0.4" is increased to a higher **density** of "0.55" if:
 - a) the **building** contains a **secondary suite**; or
 - b) the **owner**, at the time **Council** adopts a zoning amendment bylaw to include the **owner's lot** in the RS2/A-H, J-K **zone**, pays into the **affordable housing reserve** the sum specified in Section 5.15 of this bylaw.
5. Further to Section 8.1.4.4, the reference to "0.4" in Section 8.1.4.3 is increased to a higher **density** of "0.55" if:
 - a) an **owner** subdivides bare land to create new **lots** for **single detached housing**; and
 - b) at least 50% of the **lots** contain **secondary suites**.

8.1.5 Permitted Lot Coverage

1. The maximum **lot coverage** is 45% for **buildings**.
2. No more than 70% of a **lot** may be occupied by **buildings, structures** and **non-porous surface**.

3. The following percentages of the **lot area** is restricted to **landscaping** with live plant material:
 - a) 20% on **lots** zoned RS1/A or K, RS2/A or K ^[Bylaw 8672, Jan 24/11];
 - b) 25% on **lots** zoned RS1/B, C or J, RS2/B, C or J ^[Bylaw 8672, Jan 24/11]; and
 - c) 30% on **lots** zoned RS1/D, E, F, G or H, RS2/D, E, F, G or H ^[Bylaw 8672, Jan 24/11].

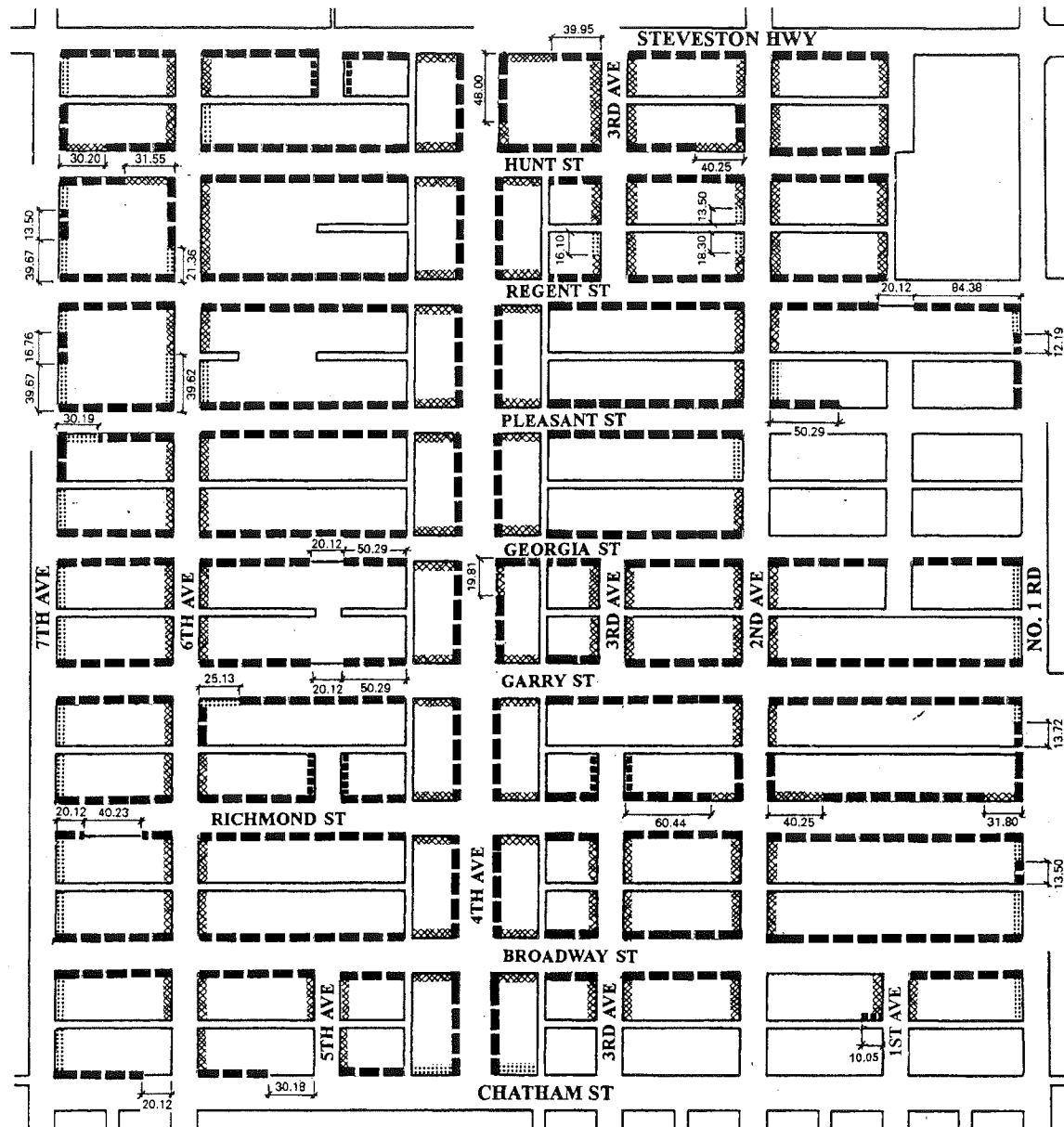
8.1.6 Yards & Setbacks

1. The minimum **front yard** is 6.0 m, except it is 9.0 m where the driveway **access** is on an **arterial road** in the RS1/C, RS1/J, RS2/C, RS2/J ^[Bylaw 8672, Jan 24/11] **zones**, in order to make adequate provision for a driveway with turnaround capability.
2. Notwithstanding the **front yard** limitations imposed in Section 8.1.6.1, the minimum **setback** in the area bounded by Steveston Highway, No. 1 Road, Chatham Street and 7th Avenue shall be as shown in Diagram 1 in Section 8.1.6.11.
3. The minimum **interior side yard** is:
 - a) 2.0 m for **lots** of 20.0 m or more in width;
 - b) 1.8 m for **lots** of 18.0 m or more but less than 20.0 m in width; or
 - c) 1.2 m for **lots** less than 18.0 m wide.
4. The minimum **exterior side yard** is 3.0 m.
5. Notwithstanding the minimum **exterior side yard** limitations imposed in Section 8.1.6.4, the **setback** in the area bounded by Steveston Highway, No. 1 Road, Chatham Street and 7th Avenue shall be as shown in Diagram 1 in Section 8.1.6.11.
6. The minimum **rear yard** is 6.0 m. For a **corner lot** where the **exterior side yard** is 6.0 m, the **rear yard** is reduced to 1.2 m.
7. Notwithstanding the **rear yard** limitation imposed in Section 8.1.6.6, the **setback** in the area bounded by Steveston Highway, No. 1 Road, Chatham Street and 7th Avenue shall be as shown in Diagram 1 in Section 8.1.6.11, provided that portions of the **principal building** greater than 5.5 m in **building height** are **setback** a minimum of 6.0 m from the **rear lot line**.
8. A detached **accessory building** of more than 10.0 m² may be located in the **rear yard** in the RS1/A, RS1/K, RS2/A, RS2/K ^[Bylaw 8672, Jan 24/11] **zones**, where there is a rear **lane** and the **garage** or **carport** is **accessed** from the rear **lane**, but no closer than 3.0 m to a **lot line abutting** a public **road** or 1.2 m to any other **lot line**.
9. A detached **accessory building** of more than 10.0 m² located in the **rear yard** in the RS1/A, RS1/K, RS2/A, RS2/K ^[Bylaw 8672, Jan 24/11] **zones**, where there is a rear **lane** and the **garage** or **carport** is **accessed** from the rear **lane** and it is used exclusively for on-site parking purposes, may be linked to the **principal building** by an enclosed area, provided that:
 - a) the width of the enclosed area that links the **accessory building** to the **principal building** does not exceed the lesser of:
 - i) 50% of the width of the **principal building**; or
 - ii) 3.6 m; and

- b) the **building height** of the **accessory building** and the enclosed area that links the **accessory building** to the **principal building** is limited to a single **storey** no greater than 5.0 m.

10. The minimum **building separation space** is 3.0 m in the RS1/A, RS1/K, RS2/A, RS2/K [Bylaw 8672, Jan 24/11] **zones** only where there is a rear **lane** and the **garage** or **carport** is **accessed** from the rear **lane**, except that an enclosed area, as described in Section 8.1.6.9, may be located within the **building separation space**.

11. Diagram 1 – Steveston Residential Village Road Setbacks



LEGEND

- 1.2 metre setback - - - - - 3.0 metre setback
 x x x x x 1.8 metre setback - - - - - 6.0 metre setback

Note: All dimensions are in metres

8.1.7 Permitted Heights

1. The maximum height for **principal buildings** is 2 ½ storeys, but it shall not exceed the **residential vertical lot width envelope** and the **residential vertical lot depth envelope**. For a **principal building** with a flat roof, the maximum height is 7.5 m. [Bylaw 9223, Apr 20/15]
2. Repealed. [Bylaw 9280, Sep 14/15]
2. The maximum height for **accessory structures** is 9.0 m.
3. For the purposes of the RS1/A, RS1/K, RS2/A, RS2/K [Bylaw 8672, Jan 24/11] **zones**, only where there is a rear lane and the **garage** or **carport** is **accessed** from the rear lane, **residential vertical lot depth envelope** means a vertical envelope located at the minimum **front yard setback** requirement for the lot in question.
4. The **residential vertical lot depth envelope** in Section 8.1.7.4 is:
 - a) calculated from the **finished site grade**; and
 - b) formed by a plane rising vertically 5.0 m to a point and then extending upward and away from the required **yard setback** at a rate of two units of vertical rise for each single unit of horizontal run to the point at which the plane intersects to the maximum **building height**.

8.1.8 Subdivision Provisions/Minimum Lot Size

1. The minimum lot dimensions and areas are as follows, except that the minimum lot width for **corner lots** is an additional 2.0 m.

Sub-zones	Minimum frontage	Minimum lot width	Minimum lot depth	Minimum lot area
RS1/A RS2/A <small>[Bylaw 8672, Jan 24/11]</small>	6.0 m	9.0 m	24.0 m	270.0 m ²
RS1/B RS2/B <small>[Bylaw 8672, Jan 24/11]</small>	6.0 m	12.0 m	24.0 m	360.0 m ²
RS1/C RS2/C <small>[Bylaw 8672, Jan 24/11]</small>	13.5 m	13.5 m	24.0 m	360.0 m ²
RS1/D RS2/D <small>[Bylaw 8672, Jan 24/11]</small>	7.5 m	15.0 m	24.0 m	450.0 m ²
RS1/E RS2/E <small>[Bylaw 8672, Jan 24/11]</small>	7.5 m	18.0 m	24.0 m	550.0 m ²

Sub-zones	Minimum frontage	Minimum lot width	Minimum lot depth	Minimum lot area
RS1/F RS2/F <i>[Bylaw 8672, Jan 24/11]</i>	7.5 m	18.0 m	45.0 m	828.0 m ²
RS1/G RS2/G <i>[Bylaw 8672, Jan 24/11]</i>	10.0 m	20.0 m	45.0 m	2,000.0 m ²
RS1/H RS2/H <i>[Bylaw 8672, Jan 24/11]</i>	7.5 m	16.5 m	24.0 m	550.0 m ²
RS1/J RS2/J <i>[Bylaw 8672, Jan 24/11]</i>	13.4 m	13.4 m	24.0 m	360.0 m ²
RS1/K RS2/K <i>[Bylaw 8672, Jan 24/11]</i>	6.0 m	10.0 m	24.0 m	315.0 m ²

8.1.9 Landscaping & Screening

1. **Landscaping and screening** shall be provided according to the provisions of Section 6.0, except that in the RS1/A, RS1/K, RS2/A, RS2/K *[Bylaw 8672, Jan 24/11]* **zones**, only where there is a rear lane and the garage or carport is accessed from the rear lane:
 - a) **fences**, when located within 3.0 m of a side lot line abutting a public road or 6.0 m of a front lot line abutting a public road, shall not exceed 1.2 m in height; and
 - b) **fences**, when located elsewhere within a required yard, shall not exceed 1.83 m in height.
2. A private outdoor space with a minimum area of 20.0 m² and a minimum width and depth of 3.0 m shall be provided on the lot in the RS1/A, RS1/K, RS2/A, RS2/K *[Bylaw 8672, Jan 24/11]* **zones** only where there is a rear lane and the garage or carport is accessed from the rear lane, outside of the front yard unoccupied and unobstructed by any buildings, structures, projections and on-site parking, except for cantilevered roofs and balconies which may project into the private outdoor space for a distance of not more than 0.6 m.

8.1.10 On-Site Parking and Loading

1. On-site **vehicle** parking shall be provided according to the standards set out in Section 7.0, except that the maximum driveway width shall be 6.0m on lots in the RS1/A, RS1/K, RS2/A, RS2/K *[Bylaw 8672, Jan 24/11]* **zones** only where there is rear lane and the garage or carport is accessed from the rear lane.

2. For the purpose of the **zones** in Section 8.1.10.1 only, a driveway is defined as any **non-porous surface** of the **lot** that is used to provide space for **vehicle** parking or **vehicle access** to or from a public **road** or **lane**.

8.1.11 Other Regulations

[Bylaw 8672, Jan 24/11]

1. In addition to the regulations listed above, the General Development Regulations in Section 4.0 and Specific Use Regulations in Section 5.0 apply.

From: LUC (Land Use Contract)
Sent: Monday, 16 November 2015 11:12
To: 'Rob M.'
Subject: RE: Land Use Contract Info

Rob,

Yes, the RS1/B and RS1/E zoning does have a floor area limit whereas land use contract properties do not have a limit. Further, a land use contract property has the ability to build a full 3 storey house to a maximum of 35 feet high whereas a RS1 zoned property can build a maximum of 2 ½ storeys up to a maximum of 29.5 feet.

John

From: Rob M. [<mailto:rmclaren9441@shaw.ca>]
Sent: Monday, 16 November 2015 11:10
To: LUC (Land Use Contract)
Subject: RE: Land Use Contract Info

Hi John - - thanks for the info.

A further question re: your comment " There are some differences in regulations (eg. Floor area maximums, building height, lot coverage) between LUC071 and the RS1 zoning. " Will the changes for RS1/B & RS1/E curtail overbuilding (" mega houses/mansions ") by providing maximum limits to floor area & height ???

Rob

From: LUC (Land Use Contract) [<mailto:LUC@richmond.ca>]
Sent: November-16-15 10:19 AM
To: 'Rob M.'
Subject: RE: Land Use Contract Info

Rob,

Thank you for your email. The changes for LUC071 involve applying RS1/B and RS1/E zoning to that area (Bylaw 9374) and terminating the associated land use contract (Bylaw 9375). LUC071 permits a single detached house which is why the City is proposing to apply our standard single detached zone (RS1). The letters B and E only reflect the different lot sizes within LUC071. There are some differences in regulations (e.g. floor area maximums, building height, lot coverage) between LUC071 and the RS1 zoning. Applying RS1 zoning will ensure that all the regulations are consistent with other RS1 zoned properties. Your property at 4340 Craigflower is zoned RS1/E.

John

From: Rob M. [<mailto:rmclaren9441@shaw.ca>]
Sent: Saturday, 14 November 2015 13:08
To: LUC (Land Use Contract)
Subject: Land Use Contract Info

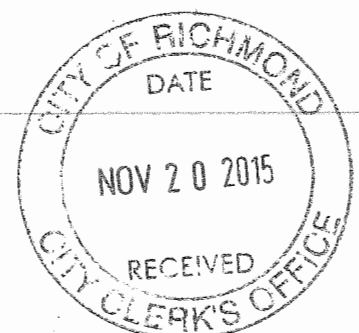
City Clerk's Office

Hi

- - - - 3 0

LUC Correspondence

LUC + 125
(Binder 3 - Written Submissions)



I recently rec'd the booklet " Notice of Public Hearing relating to Land Use Contracts " and wanted to know specifics of how any changes would impact my residence at 4340 Craigflower Drive ??

It appears Land Use Contract 071 (page 33 of booklet) is the most relevant one that is closest to my residence but I'm having difficulty determining/understanding what exactly is being done by the termination of bylaw no. 9375 and the enactment of amendment bylaw no. 9374 ??

I appreciate a reply at your earliest convenience.

Regards, Rob McLaren

From: LUC (Land Use Contract)
Sent: Tuesday, 17 November 2015 09:14
To: 'ML Van'
Subject: RE: LUC 101 Bylaw 8500

Mick,

Thank you for your email. You can find additional information on the early termination of land use contracts at the following link: <http://www.richmond.ca/plandev/planning2/projects/LUC.htm>. If you click on the pdf links you will find the bylaws, staff report and summaries of each land use contract. For LUC101, the comparative information between LUC101 and the proposed RS1/B zoning is as follows:

The table below is intended to compare the land use contract regulations for single family dwellings with the proposed new single family zone. For non-single family zones, they are intended to reflect the regulations in the land use contract. The table does not include any site specific amendments or court orders made since registration of the land use contract.

	LUC101	RS1/B
Floor Area Ratio (max)	N/A	0.55 to max 464.5 m ² of site area plus 0.3 for the balance
Lot Coverage (max)	40%	45%
Front Setback (min)	4.5m 1.5m for carports or garages	6 m
Side Setback (min)	1.2m 0.9m to carports	<ul style="list-style-type: none">▪ 1.2 m for lots less than 18 wide▪ 1.8 m for lots of 18m or more but less than 20m in width▪ 2.0 m for lots of 20m or more in width
Exterior Side Setback (min)	3m	3 m
Rear Setback	4.5m for one	6 m (if the exterior setback

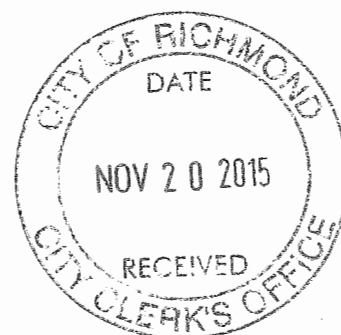
City Clerk's Office

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LUC Correspondence

LUC # 127

(Binder 3 - Written Submissions)



(min)	storey 6m for second storey	is 6.0 m the rear yard can be reduced to 1.2m)
Height (max)	3	2 ½ storeys
Secondary Suite	Not Permitted	Permitted

Disclaimer: This summary is provided for general public information only and does not form a representation by the City. Any person making a land use, building construction or financial decision should obtain independent advice regarding all applicable regulations.

With respect to the bylaws, Bylaw 9402 would zone LUC101 to RS1/B and Bylaw 9403 would terminate the actual land use contract.

I hope this helps. Let me now if you have any further questions.

John

From: ML Van [mailto:lbj23tw@gmail.com]
Sent: Monday, 16 November 2015 21:34
To: LUC (Land Use Contract)
Subject: LUC 101 Bylaw 8500

Hi,

I received the "Notice of Public Hearing relating to Land Use Contracts" booklet, I've looked into it and found my property is under Land Use Contract 101 Bylaw 8500. However when I tried to find details about amendments Bylaw 9402 and 9403 I couldn't find any information about details of these Bylaws, all I was able to find is the zoning is RS1/B. I'm planning to tear down my house to rebuild and I would like to better understand how the new amendments will affect my future plan.

Could you please direct me to the link/information where it provide further details on the Bylaw 9402 and 9403?

Thank you,

Mick

From: LUC (Land Use Contract)
Sent: Tuesday, 17 November 2015 09:56
To: 'Linh Han'; LUC (Land Use Contract)
Cc: 'hantuyetlinh@yahoo.com' (hantuyetlinh@yahoo.com)
Subject: RE: Query on Land Use Contract for property at 8891 Craigflower Gate, Richmond, BC V7C 4W5

Han,

Thank you for your email. Your property at 8891 Craigflower Gate is located within LUC71 and is proposed to be zoned RS1/E. Both LUC071 and RS1/E allow a single detached house. However, there are some differences that are summarized in the table below:

The table below is intended to compare the land use contract regulations for single family dwellings with the proposed new single family zone. For non-single family zones, they are intended to reflect the regulations in the land use contract. The table does not include any site specific amendments or court orders made since registration of the land use contract.

	LUC071	RS1/E & RS1/B
Floor Area Ratio (max)	N/A	0.55 to max 464.5 m ² of site area plus 0.3 for the balance
Lot Coverage (max)	33%	45%
Front Setback (min)	6 m	6 m
Side Setback (min)	1.2 m	<ul style="list-style-type: none">▪ 1.2 m for lots less than 18 wide▪ 1.8 m for lots of 18m or more but less

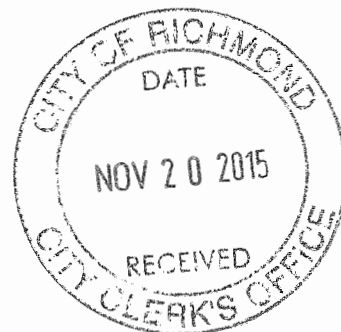
City Clerk's Office

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LUC Correspondence

LUC - 129

(Binder 3 - Written Submissions)



		than 20m in width ■ 2.0 m for lots of 20m or more in width
Exterior Side Setback (min)	3 m	3 m
Rear Setback (min)	6 m	6 m (if the exterior setback is 6.0 m the rear yard can be reduced to 1.2m)
Height (max)	3	2 ½ storeys
Secondary Suite	Not Permitted	Permitted

Disclaimer: This summary is provided for general public information only and does not form a representation by the City. Any person making a land use, building construction or financial decision should obtain independent advice regarding all applicable regulations.

The proposed RS1/E zone is the same zone that is used for many of the properties in your surrounding area, including the property across the street at 4271 Francis Road, and the eastern properties along Craigflower Drive.

I hope this helps. Let me know if you have any further questions.

John

From: Linh Han [<mailto:linh.han@dh.com>]

Sent: Tuesday, 17 November 2015 09:32

To: LUC (Land Use Contract)

Cc: 'hantuyetlinh@yahoo.com' (hantuyetlinh@yahoo.com)

Subject: Re: Query on Land Use Contract for property at 8891 Craigflower Gate, Richmond, BC V7C 4W5

Hi,

My name is Han Tuyet Linh.

I am the owner of the house at 8891 Craigflower Gate, Richmond, BC V7C 4W5. According to the book you sent me, it is under the Land Use Contract 071 (area 8)

I have received your notice about the Hearing related to Land Use Contracts for my property area.

Could you please help to tell me in summary how this change will impact to my specific case.

Your assistance would be highly appreciated.

Thank you very much.

Regards,
Han Tuyet Linh

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From: LUC (Land Use Contract)
Sent: Tuesday, 17 November 2015 09:59
To: 'Jason Fung'
Subject: RE: 6111 tiffany blvd land use contract 134

Yes you are correct. The proposed zoning will allow exactly what is there today. As long as the building remains, it can be renovated and updated.

If a home has a lot coverage that is greater than what is permitted under the proposed zone, it would still be legal, but non-conforming to the bylaw. Therefore, the property owner could not add to the non-conformity.

John

From: Jason Fung [mailto:jason.fung.604@gmail.com]
Sent: Tuesday, 17 November 2015 09:45
To: LUC (Land Use Contract)
Subject: Re: 6111 tiffany blvd land use contract 134

thanks very much John, it does help to clarify.

as per the specs you sent on the dimensions of the townhomes under the ZT78 zone, i'm assuming that as long as the building is not demolished/rebuilt, the building will stay the same

example:

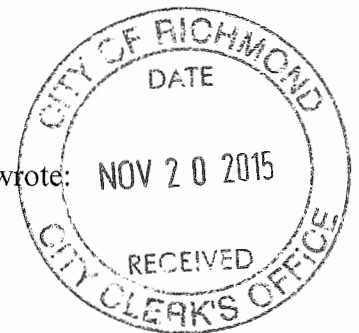
home in question has larger dimensions and has a greater than 33% lot coverage, the zoning restrictions would only take effect if the house was then demolished and rebuilt to new specs. Other than that the house would remain unchanged, no renovations to fit the zoning restrictions is required.

correct?

- Jason

On Tue, Nov 17, 2015 at 9:21 AM, LUC (Land Use Contract) <LUC@richmond.ca> wrote: NOV 20 2015

Jason,



Thank you for your email. To begin with, Council will be considering 2 bylaws for each affected land use contract; they are not options. The first bylaw is to introduce new zoning for the affected properties, and the second bylaw would terminate the land use contract.

For land use contract 134 and the proposed ZT78 zone, the intention was to prepare a new townhouse zone that would mirror the regulations under the land use contract. Therefore there are no significant differences between the land use contract and the proposed ZT78 zone. Some of the specific regulations under the proposed ZT78 zone are as follows:

City Clerk's Office

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LUC - 132
(Binder 3 - Written Submissions)

LUC Correspondence

	ZT78 Zone
Floor Area Ratio (max)	0.44 of site area
Lot Coverage (max)	33%
Front Setback (min)	7.5 m from a public road
Side Setback (min)	11 m
Exterior Side Setback (min)	6 m
Rear Setback (min)	6 m
Height (max)	9 m (2 storeys)
Secondary Suite	Not permitted

I hope this helps. Let me know if you have any further questions.

John

From: Jason Fung [mailto:jason.fung.604@gmail.com]
Sent: Monday, 16 November 2015 22:22
To: LUC (Land Use Contract)
Subject: 6111 tiffany blvd land use contract 134

Hi.

I was reading the online site and the booklet received in the mail and understand there are two options to either amend the luc or terminate it. The site mainly talks about the single house luc and it being replaced by the rs1 zoning. How will the townhouses be zoned if the luc is removed for land use 134 residential town housing (zt78)? What are the differences between the current luc and the new zoning planned for it?

Thanks for answering my questions,

-Jason

--

- Jason Fung

From: WuHongda <wuhongda8@hotmail.com>
Sent: Tuesday, 17 November 2015 10:49
To: LUC (Land Use Contract)
Subject: Re: Some Questions about Land Use Contracts 157

Hi John,
Thank you so much.

Hongda (Danny)

Sent from my iPhone

On Nov 17, 2015, at 10:47, LUC (Land Use Contract) <LUC@richmond.ca> wrote:

Danny,

If a property is 7,400 square feet and located within LUC157, it may be possible to build a 5,000 square foot house while the land use contract is still in effect. You would need to obtain a copy of LUC157 and speak with our building department to determine this.

John

From: WuHongda [<mailto:wuhongda8@hotmail.com>]
Sent: Tuesday, 17 November 2015 10:29
To: LUC (Land Use Contract)
Subject: Re: Some Questions about Land Use Contracts 157

Hi John,
Do you know if the property under LUC157 is around 7400 sqf, can we build around 5000 sqf new house?
Thank you very much.

Danny.

Sent from my iPhone

City Clerk's Office

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LUC Correspondence



LUC - 135
(Binder 3 - Written Submissions)

From: WuHongda <wuhongda8@hotmail.com>
Sent: Tuesday, 17 November 2015 09:02
To: LUC (Land Use Contract)
Cc: pecocon@shaw.ca
Subject: Re: Some Questions about Land Use Contracts 157

Hi John,

Thank you very much for your reply, it is big help for us.
Within the transition prior, when we want to build the house, we will be more than happy to meet city building department and discuss the building design.
Thank you, have a nice day.

Hongda

Sent from my iPhone

On Nov 16, 2015, at 15:39, LUC (Land Use Contract) <LUC@richmond.ca> wrote:

Hongda,

Thank you for your email. In response to your questions, Council will be considering the early termination bylaws at a Public Hearing on November 24th. Following the Public Hearing, Council may consider adopting all of the bylaws, some of the bylaws, or none of the bylaws. They could also consider deferring or tabling certain bylaws until a later Council date. Having said that, it is difficult to determine when the bylaws would be adopted following the November 24th Public Hearing. If the bylaws are adopted, there would be a 1-year transition period where the land use contract regulations would still apply. In order to build under those regulations, you would need to have a full building permit application submitted prior to the end of the 1-year transition period. All property owners will be notified following Council's decision on the bylaws. If you submit a completed building permit within the 1-year transition period, you will be able to build under the land use contract regulations; however, our building department will likely want to meet with you to discuss any aspects of the building design that may not be compatible with the neighbourhood.

I hope that answers your questions. Let me know if you have any further questions on this.

John

From: WuHongda [<mailto:wuhongda8@hotmail.com>]
Sent: Monday, 16 November 2015 14:47
To: LUC (Land Use Contract)
Subject: Fwd: Some Questions about Land Use Contracts 157

Hi Officer,
My name is Hongda Wu, lives at 6231 Woodward's Road.

LUC - 136
(Binder 3 - Written Submissions)

A week ago our family has made an offer on one of the LUC157 properties. the subject removal date is **Nov 18th, 2015**. and now we have received the Notice of Public Hearing relating to Land Use Contracts, so we have couple questions that really help on our decision whether or not we should buy this property.

- 1) is there a schedule time for termination Land Use Contracts?
- 2) if we apply to re-build the property before the timeline, and get the permit after the termination time, can we still build it under LUC?
- 3) during the building permit application, if City gets complains about applying under the LUC, will city be listing the complains and slow down the application or force to make changes on the plan?
- 4) what will be decided in the Public Hearing?

We are not planing to apply for monster huge building which makes everyone is uncomfortable, we will be carefully discuss with our architect and also listen to city plan checker's suggestions. Thank you very much. I really appreciate if you can answer those before the subject removal date(Nov18, Wednesday).
Best regards,

Hongda Wu.
Phone: 778-628-8677

From: Leon Chan <lchan@credential.com>
Sent: Thursday, 19 November 2015 09:19
To: LUC (Land Use Contract)
Subject: RE: Notice of Public Hearing: Land Use Contract 037

Thank you for the clarification, John.

Regards,
Leon

-----Original Message-----

From: LUC (Land Use Contract) [mailto:LUC@richmond.ca]
Sent: Monday, November 16, 2015 11:50 AM
To: Leon Chan <lchan@credential.com>
Subject: RE: Notice of Public Hearing: Land Use Contract 037

Leon & Rita,

Thank you for your email. The general purpose of this exercise is to replace 93 separate land use contracts with appropriate zoning. For land use contract 037, it allows semi-detached zero lot line homes. A new zone (ZS24) was created to allow the same housing type to continue. As a result, you will not notice any significant impacts for your neighbourhood. For any further information, you can check:
<http://www.richmond.ca/plandev/planning2/projects/LUC.htm>.

John

-----Original Message-----

From: Leon Chan [mailto:lchan@credential.com]
Sent: Friday, 13 November 2015 06:56
To: LUC (Land Use Contract)
Subject: Notice of Public Hearing: Land Use Contract 037

Hello,

I am the owner of 10740 Whistler Court. The laylaw amendment no. 9338 states "to zone the properties developed under land use contract 037 as residential semi-detached zero lot line." I am slightly confused as it is my understanding the land use contract is already a semi-detached zero lot line. Could you please help me to understand the upcoming amendment? Also, please clarify how it would impact me?

Many thanks,
Leon Chan & Rita Chan

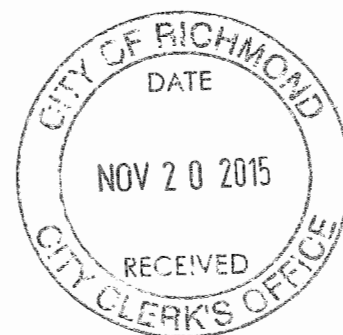
Sent from my BlackBerry 10 smartphone on the TELUS network.

City Clerk's Office

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LUC Correspondence

LUC + 138
(Binder 3 - Written Submissions)



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MayorandCouncillors

From: MayorandCouncillors

Sent: Thursday, 19 November 2015 22:42

To: MayorandCouncillors

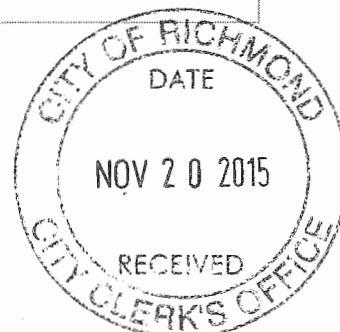
Your Name	Raymond Pare
Your Address	4120 Tyson Place
Subject Property Address OR Bylaw Number	LUC #042
Comments	<p>Two recent home sales on Tyson Place within two months, both sold within 6 days, asking over \$650,000 each lends me to believe this "Affordable Housing Project " is no longer a correct description of this zero-lot-line neighborhood. Perhaps in 1976-77 when Malibu built these homes with one unfinished wall, thus twinning them two-by-two was a good idea, cost-saving measure for the builder at the time but now in reaching their fortieth year, these houses no longer fit into the affordable category by any means. In addition, the claim for keeping this LUC #042 zero-lot is no longer necessary, as the entire neighborhood is surrounded by luxury single homes. It is ludicrous and insulting to keep this area "low-cost." By keeping this area zoned zero-lot, city council deliberately oppresses its own land value, a tax loss, created by city council in order to keep the area "affordable" at \$650,000 (this month, as they will reach \$700,000 next spring. What many neighbors who got together on November 15th at one home petitioned for, rezoning to " Single Family Detached RS/1A (Narrow lot)" would be better suited for these homes than the current highly restrictive "residential Semi-Detached Zero-Lot-Line ZS24". Virtually all residents of the two streets mentioned are unsure as to why the city would choose to keep this LUC under such restrictive zoning, given the soaring house prices. This will affect land value deeply without cause or reason. Even now, one can tear down their house and rebuild, as one did so earlier this year on Cabot. Case in point, a house in Steveston, located at 3597 Garry Street is for sale, asking \$959,000 which they will get. Their lot is 33ft x 120ft. My home is on a 30ftx130ft lot, and no one can convince me that the missing 3 feet is the reason we can not be " detached" from our neighbors. When city council decides rezoning for this area as well as Frobisher Drive, bear in mind our new Prime Minister's wise words: This is 2015. Demands for families have changed dramatically since 1976. Thank you.</p>

City Clerk's Office

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LUC Correspondence

LUC # 140
(Binder 3 - Written Submissions)



MayorandCouncillors

From: MayorandCouncillors
Subject: FW: Send a Submission Online (response #892)

Sent: Friday, 20 November 2015 07:45
To: MayorandCouncillors

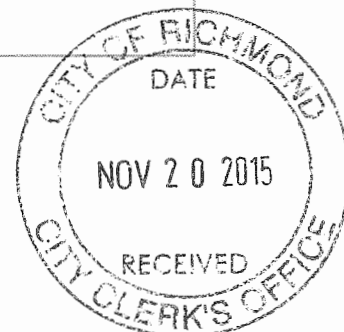
Your Name	David \$ Elizabeth Currie
Your Address	5860 Kittiwake Drive
Subject Property Address OR Bylaw Number	LUC Early Termination
Comments	<p>I would like to put on record is that I am against council approving the early termination of the LUC's. I would like to ask council why we are discussing this early termination. There has been 95 houses built I believe on LUC properties and only a small percentage of complaints. I believe this meeting has been called because a very small group of individuals particularly from the Westwind area have created a lot of noise. I think there are bigger issues to deal with like the need for low cost housing, over spending at city hall, food bank usage etc. The list is extensive. I also believe that the change that has occurred in Richmond has happened far too fast and many of the members of this present council have been party to this. They get constant feedback people are not happy with this change, and I would suggest that maybe they feel a little guilty for the mess they have created, and consider that approving this change will appease the situation. Approving the early termination is not going to change one thing. We are still going to have monster houses. We are still going to have issues with privacy and shade problems. The massing issue which is being touted is a very small percentage of new LUC homes, so it would seem that I am going to be affected by a very small group. I don't think this should happen. In conclusion, if council approve early termination, the possible effect on this change to the four thousand plus home owners will be that their principal investment will possibly be worth less. What builder, investor, purchaser will want to purchase and LUC home with this controversy surrounding it. I recognise that we do know if the house value will decrease but I don't want to gamble on it. One final question. Would council gamble this way with their home value. The bottom line for me is money. I would suggest that you leave the LUC term as is with an expiry in 2024.</p>

City Clerk's Office

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LUC Correspondence

LUC - 141
(Binder 3 - Written Submissions)



Land Use Contract Written Submissions

**As of 3:00 p.m.
November 23, 2015**

From: pamela_lynne42 <pamela_lynne42@hotmail.com>
Sent: Friday, 20 November 2015 14:52
To: LUC (Land Use Contract)
Subject: Termination of Land Use Contracts

I believe that the Land Use Contract should be immediately terminated.

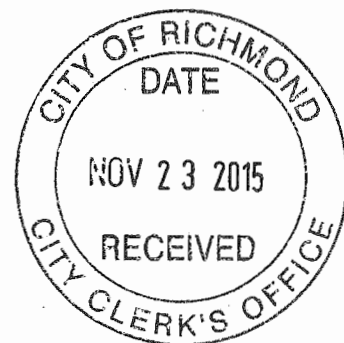
Pamela O'Donnell
11211 Galleon Court

Sent from Samsung tablet

City Clerk's Office

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LUC Correspondence



LUC - 142
(Binder 3 - Written Submissions)

Mayor and Councillors

From: Out West <jtrichmond@telus.net>
Sent: Friday, 20 November 2015 15:31
To: LUC (Land Use Contract); outwest; Graeme Wood; editor@richmond-news.com; Mayor and Councillors
Subject: LUC submission to Council
Attachments: LUC submission-Council 8251 Coldfall Court.docx
Categories: 12-8060-20-009300-009485

To the city of Richmond zoning department, planning department, city councillors, mayor, and to all concerned parties:

RE: 8251 Coldfall Court, Richmond, BC
RE: LUC 102

Enclosed is our submission to Council and all pertinent parties in regards to the premature termination of LUC contracts. Please distribute our submission to all involved parties, including city departments, mayor, and councillors etc.

We look forward to our opportunity to talk with you at the Public Hearing on November 24, 2015.

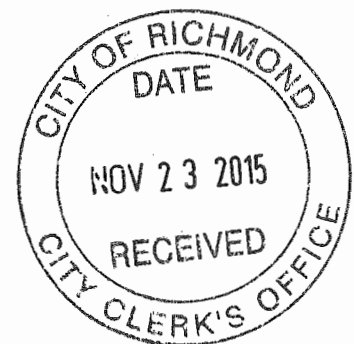
Sincerely,

Jim and Teri Barkwell
604-275-4810

City Clerk's Office

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LUC Correspondence



LUC - 143
(Binder 3 - Written Submissions)

20 November 2015

Dear Mayor and Council,

This letter is to register our serious dissatisfaction with the proposed approach to prematurely ending our authorized residential zoning in Richmond via our Land Use Contract (LUC). We also wish to note our disappointment with you, our elected representatives, in this failure to protect our rights and interests as land owners in Richmond.

Our residence is located in LUC 102. We purchased our home in 2000, upgraded it at significant expense and have raised our children there. We have been Richmond residents since 1988. Mayor and council have chosen to seek to end the zoning which applies to our home, and thousands of others in Richmond, well in advance of the 2024 date established by provincial legislation. It is my understanding that Richmond is either the only municipality, or one of the few, choosing this arbitrary approach, despite the more defensible approach, established in the legislation, of providing a reasonable transition period for impacted land owners.

This will summarize the rationale for our objection to the proposed action as it impacts our long term residence:

1. We have made significant financial decisions based on misinformation consistently provided to us by Richmond city staff. When considering home upgrades we enquired about zoning rules and were incorrectly advised that R1-type requirements applied to our home. Staff did not correctly identify LUC rules at that time, or on numerous subsequent enquiries, and we were therefore not made aware of the correct zoning rules for our home until very recently. Consequently, during the vast majority of our home ownership, we were not properly advised of the options we had of rebuilding, selling or upgrading our home. To now prematurely end those zoning options is grossly unfair and would create a significant financial disadvantage.
2. We are situated in the middle of LUC 102. Every neighbor in our cul-de-sac is in the same LUC and behind us is a recently rezoned 28 unit town house project, approved by Mayor and Council. Therefore all our neighbours have the same zoning options and wouldn't be negatively impacted by the continuation of the authorized zoning. Moreover, because of the disruption caused by the townhouse construction just beginning behind our home, our ability to sell the home, if we so chose, or to build under LUC 102 in a one year transition period, is drastically impaired. The townhouse project is likely to take 18 months or more. It would therefore be very unfair to force us to choose our course of action when we are put between the proverbial 'rock and a hard place' - disrupted by the construction on the one hand, and limited by a short transition period on the other hand.
3. Arguments put forth by the city that uniform zoning is an objective are clearly not relevant, when entire neighbourhoods are currently zoned as LUCs. If Mayor and Council wish to address irregular architectural standards in Richmond, then do so. There are unattractive one and two story homes, and we have seen many examples throughout Richmond of well-designed three story homes (under LUCs). A few examples of poor design should be addressed in other

responsible ways, such as through architectural controls, rather than by irresponsibly imposing unilateral zoning changes that create hardship and financial loss to existing home owners.

4. The proposed rezoning options which are being used in an attempt to entice LUC property owners create no advantage for our situation. The re-zoning would limit our allowable square footage to approximately 2750 square feet, while adding the option of a rental suite. Our current zoning would allow us approximately 6300 square feet. The rental suite option is not feasible at the proposed allowable square footage, and therefore provides no benefit to us whatsoever. The financial disadvantage created by this change is significant, likely in the hundreds of thousands of dollars.
5. In relation to #4 above, our lot size was diminished, when created in the late 1970s, in order to create a larger lot for the original land owner, the Flemings, who were told that they would receive favourable zoning for redevelopment in the future with the larger lot size. In fact that land has now been used for the town house project behind our property. Consequently, the actions of the city at that time created circumstances for us presently which exacerbate the disadvantage of the proposed zoning change – a small lot, next to a known redevelopment site, which subsequently is proposed to have its zoning downgraded without sufficient transition time to make fair and appropriate decisions. A viewing of the site plan clearly shows how our lot (and our neighbor's to the north) was truncated in relation to the remainder of the adjacent lots.
6. By imposing an early termination of long-standing zoning rules Mayor and Council will also be interfering with normal market forces, also creating a disadvantage to current LUC owners. It may encourage a high number of property listings or building projects in the one year transition period. This would interfere with normal market forces, potentially lowering our property value quite significantly. In addition, for any who might wish to build during the limited opportunity, it would create the risk of design errors and higher building costs as pressure is applied to start and complete projects in the shortened transition period and builders and supplies are in shorter supply in relation to the demand. Again, this rushed approach disadvantages us, and other LUC holders, in a highly unfair and poorly thought out manner.

It is very clear that a one year transition period is not enough to address the issues noted above. The approach proposed by Mayor and Council would be unfair to us and many others, would distort the local economy and create a chaotic error-prone environment, would limit owner options and would create significant financial hardship for us by devaluing the single most important asset that we have – our home. It is our strongly held view that a minimum of five years is required to allow proper decisions to be made and for the transition to be applied equitably. That is certainly the case for our specific situation. Ideally, Mayor and Council would see the value of maintaining the provincially established transition period up to 2024, which is reasonable and appropriate, for all the reasons noted above.

We would also like to point out the unfortunate flaws in your established process. It is difficult not to believe that many of those flaws are intentional. The public hearing process has been rushed and there has not been any coherent rationale provided by Mayor and Council for seeking to shorten the provincially established transition period. Documentation provided is scant and some people, including

local residents we know, received the Notice document less than a week prior to the hearing. What is behind this rushed process?

In addition, at precisely the time when thousands of Richmond homeowners have had their home values potentially compromised by such an arbitrary action you have tripled the appeal costs to over \$600 per application. It is very difficult to believe that your process approach is intended to be neutral, balanced and fair. On the contrary it seems biased strongly in one direction, is arbitrary and is unfair. This does not meet the spirit of the clause in the provincial legislation, to say the least. When the provincial government established a fair and appropriate timeline, why is it that you have chosen to foist this poorly thought out and unfair process on Richmond homeowners. It is very difficult to feel well served by such an approach and I expect many other Richmond home owners feel just as strongly as we do.

We intend to make a submission at the public hearing, and also intend to ensure that the media is made well aware of the unfortunate process and direction currently proposed by Richmond Mayor and Council. It is particularly egregious in light of the consistent misinformation we have received since we became LUC land owners and the redevelopment now taking place virtually in our backyard. The current proposal is arbitrary, unfair and financially disadvantageous to us.

We urge you to do the right thing, which is to allow us a minimum five year transition period, so that we are not disadvantaged by a premature action and local market forces are not disrupted. It is also our view that there are strong public policy reasons for extending the transition period to all holders of LUCs. If the wrong decision is taken, this issue will not be forgotten and will significantly jaundice the perception many Richmond homeowners have of you as our elected representatives. We hope that you will take positive action to restore our faith in your ability to represent us and our city.

Yours truly,

Teri and Jim Barkwell
8251 Coldfall Court
Richmond, BC

Cc. John Hopkins, Richmond Planning Dept.

From: Jackie Lui <jrrlui@gmail.com>
Sent: Friday, 20 November 2015 23:12
To: LUC (Land Use Contract)
Subject: Termination of Land-Use Contracts for Mirabel Court, Richmond

Raphael and Jackie Lui
8391 Mirabel Court,
Richmond, BC
V7C 4V8
604.274.0538

Attention: Mayor and members of council, City of Richmond, BC

My husband and I support council's proposal to terminate LUCs and replace them with regular municipal zoning bylaws that provide up-to-date controls over new development.

Thank you for your attention.

Raphael Lui
Jackie Lui



City Clerk's Office

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LUC Correspondence

LUC 147
(Binder 3 - Written Submissions)

Tamara Melder

November 20, 2015

BY EMAIL (luc@richmond.ca)

City of Richmond
6911 No. 3 Road
Richmond, BC
V6Y 2C1

Attention: City Counsel

Dear Sirs/Mesdames:

Re: Early Termination of Land Use Contracts and Establishment of Zoning

I write to express my opposition to the early termination of the Land Use Contracts on specific properties in Richmond. When purchasing my home in 2009, one of the attractions of this specific property was that the Land Use Contract was in effect and that should I decide to build on that property or sell the property before the contract expired, I would be able to build a house with a larger amount of square footage and with three full floors. While I support the idea of building reasonable size homes at reasonable prices in order for Richmond residents to be able to afford them, I feel that this early termination will now affect the overall resale value of my home and I do not agree with that. I was informed that should this Land Use Contract termination and re-zoning go ahead, it would happen immediately and I would only have 1 year to apply for building a new home on my property under the current Land Use Contracts, or I could apply for an extension. However, this extension would not be guaranteed. Therefore, I feel that I would prefer to leave them as is and let them expire at the original time they were meant to expire. At that point, Richmond City Council can then opt to rezone the properties to the new proposed regulations.

Thank you for your time and consideration in relation to this matter.

Yours truly,



Tamara Melder

City Clerk's Office

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LUC Correspondence

LUC - 148
(Binder 3 - Written Submissions)



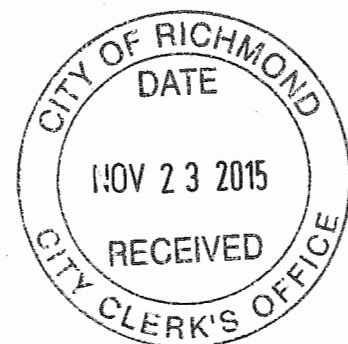
From: Mary Ann Williamson <mozzie@telus.net>
Sent: Saturday, 21 November 2015 10:01
To: LUC (Land Use Contract)
Subject: Termination of land-use contracts for Mirabel Court, Richmond

To whom it may concern:

I support the planned application of RS1/D single-family detached residential zoning to the designated properties on Mirabel Court and the west side of Gilbert Road, following the termination of Land-Use Contracts #066 and #132, as detailed in the public information notices provided by the City of Richmond.

Mary Ann Williamson
8166 Mirabel Court
Richmond

phone: 604 275-4558



City Clerk's Office

- - - - 42

LUC Correspondence

LUC # 149
(Binder 3 - Written Submissions)

From: Eric Lillian <ericlillian@gmail.com>
Sent: Saturday, 21 November 2015 12:31
To: LUC (Land Use Contract)
Cc: Lillian Lin
Subject: Termination of Land-Use Contracts for Mirabel Court, Richmond

Attention: Mayor and members of council, City of Richmond, BC

For the record, please note that we support the planned application of RS1/D single-family detached residential zoning to designated properties on Mirabel Court and the west side of Gilbert Road, following the termination of Land-Use Contracts #066 and #132, as detailed in the public information notices provided by the City of Richmond.

Thank you.

Best regards,
Eric & Lillian Ah-Yon
8011 Mirabel Court, Richmond, BC V7C 4V8
T.604.275.3671

City Clerk's Office

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LUC Correspondence



LUC + 150
(Binder 3 - Written Submissions)

Wednesday, November 18, 2015

To: The Richmond City Council and Planning Committee

RE: Notice of Public Hearing relating to Land Use Contracts, early termination and proposed new bylaw


Dear City Council

As residents of West Richmond, we are writing to speak in up favour of the Early Termination Bylaw No.9399 and proposed changes with respect to Richmond Land Use Contract 098.

In doing so, our understanding is that the early termination of this bylaw in favour of an updated bylaw protects our home and others in our neighbourhood (currently zoned for single family dwellings and in some places two-unit dwellings), from being surrounded by or torn down and rebuilt as so called "monster" homes.

We bought in this neighbourhood primarily because houses here had been planned and built together, and the community on the whole seemed to have in place a strong ethos to retain this overall homogenous look and size of homes. We feel that the whole neighbourhood should fall under the new bylaws being proposed.

Sincerely,

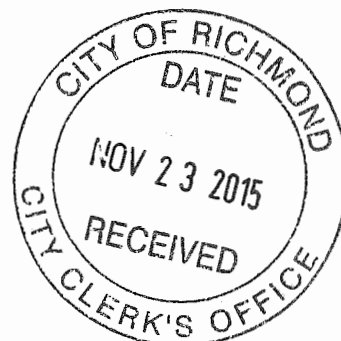

Karen and Paul Cowl



City Clerk's Office

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LUC Correspondence



LUC - 151
(Binder 3 - Written Submissions)

From: Clarence Ash <clarencesash@gmail.com>
Sent: Sunday, 22 November 2015 06:03
To: LUC (Land Use Contract)
Subject: Termination of LUC for Mirabel Court, Richmond

Attention - Mayor Brodie and Members of Council, City of Richmond

Please be advised that we, Clarence Ash and Frances Anne Ash, 8171 Mirabel Court, support the planned application of RS 1/D single-family detached residential zoning to designated properties on Mirabel Court and the west side of Gilbert Road, following the termination of LUC 066 and 132, as detailed in the public information notices provided by the City of Richmond.

I recently had occasion to visit Colonial Drive and was shocked to see a 3-storey "home" being built - looking almost caricature-like and out of place beside the bungalows and back-splits in the neighbourhood. Feel sad for their neighbours who have lost the sun in their gardens and so much more.

Thank you.

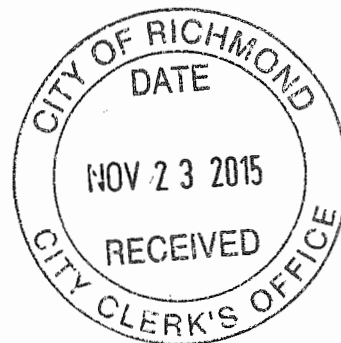
Clarence and Frances Anne Ash

City Clerk's Office

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LUC Correspondence

LUC + 152
(Binder 3 - Written Submissions)



From: David Currie <davie53@telus.net>
Sent: Sunday, 22 November 2015 09:09
To: LUC (Land Use Contract)
Cc: weizhikai@gmail.com
Subject: From David Currie - LUC Public Hearing.

Hello Mayor and Councillors

Regarding the above topic I have just taken time to read all of the online submittals regarding the topic. Seems clear to me from the responses at least that people want to leave the LUC's in place with the termination in 2024. There are lots of reasons for this but my principal overriding reason to leave the termination date as is, is land values, and lots of people think the same way as me. I have been trying to establish some facts about the 95 houses that have been built under LUC's and there seems to be very little factual information about complaints etc. No one can tell me how many complaints there has been in regards to those 95 homes. No one can tell me how many of the 95 homes over massed. No one can tell me how many were built like square boxes. No one can tell me how many are three level new builds.

My conclusion on this topic is as follows:

A small vocal group from Westwind have unfortunately got your ear. That's quite unusual as typically most of council do not listen to the public. Because previous city councils have made a 'mess' of the significant change that is affecting us all, I think you are now appeasing this small group of upstarts to make it look good on council that they are positively taking action to fix this big problem. You have no firm data to take this decision, so just defer the decision until you do. I am sure that if you were to take a vote from the 4000 plus owners of LUC properties, they would vote in favour of leaving the 2024 date. Leave the LUC termination to 2024.

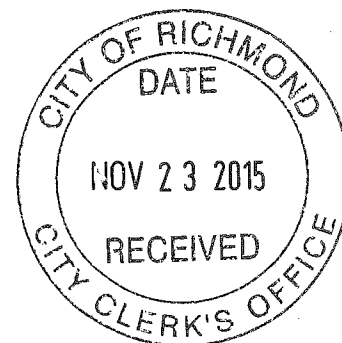
Regards

David Currie
CRAPPP - Concerned Resident against Piss Poor Proposals

City Clerk's Office

== - 46

LUC Correspondence



LUC - 153
(Binder 3 - Written Submissions)

MayorandCouncillors

From: MayorandCouncillors
Subject: FW: Send a Submission Online (response #893)

Sent: Sunday, 22 November 2015 11:24
To: MayorandCouncillors

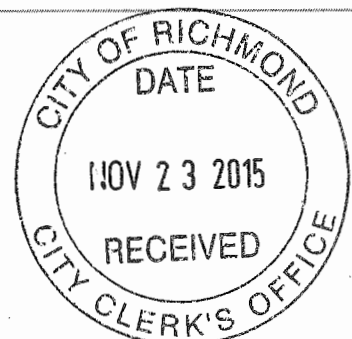
Your Name	Kevin Wei
Your Address	5880 Kittiwake Dr Richmond
Subject Property Address OR Bylaw Number	5880 Kittiwake Dr Richmond
Comments	<p>I would like to put on record is that I am against council approving the early termination of the LUC's. I would like to ask council why we are discussing this LUC properties. I think there are bigger issues to deal with like the need for low cost housing, or setting up city police department etc. I also believe that the change that has occurred in Richmond has happened far too fast and many of the members of this present council have been party to this. They get constant feedback people are not happy with this change. Approving the early termination is not going to change one thing. We are still going to have monster houses. We are still going to have issues with privacy and shade problems. The massing issue which is being touted is a very small percentage of new LUC homes, so it would seem that I am going to be affected by a very small group. I don't think this should happen. In conclusion, if council approve early termination, the possible effect on this change to the four thousand plus home owners will be that their principal investment will possibly be worth less. What builder, investor, purchaser will want to purchase and LUC home with this controversy surrounding it. I recognise that we do know if the house value will decrease but I don't want to gamble on it. One final question. Would council gamble this way with their home value. I would suggest that you leave the LUC term as is with an expiry in 2024.</p>

City Clerk's Office

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LUC Correspondence

LUC + 154
(Binder 3 - Written Submissions)



From: Outlook.com Team® <akotadia@shaw.ca>
Sent: Sunday, 22 November 2015 13:34
To: LUC (Land Use Contract)
Cc: Anil; Bob/Mary Ann Williamson Williamson
Subject: Termination of Land-Use Contracts for Mirabel Court, Richmond

Attention: Mayor and members of council, City of Richmond, BC

For the record, please note that I support the planned application of RS1/D single-family detached residential zoning to designated properties on Mirabel Court and the west side of Gilbert Road, following the termination of Land-Use Contracts #066 and #132, as detailed in the public information notices provided by the City of Richmond.

Thank you.

Anil Kotadia

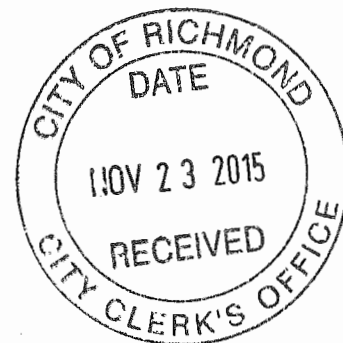
8231 Mirabel Court, Richmond

Tel. 604-780-4959

City Clerk's Office

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LUC Correspondence



LUC # 155
(Binder 3 - Written Submissions)

MayorandCouncillors

From: Don and Rosemary Neish <dandrneish@gmail.com>
Sent: Sunday, 22 November 2015 13:47
To: MayorandCouncillors
Subject: LUC's

Categories: 12-8060-20-009300-009485

Please terminate the LUC's. The same by laws should apply to all properties in Richmond. The effect of the LUC's is often homes that are monstrously out of proportion for the neighbourhood with resulting lack of sunlight, privacy and green areas.

Get rid of the LUC's as soon as possible before many more developers have the opportunity to tear down perfectly serviceable homes and replace them with unsightly towering monoliths that show no respect for neighbours or neighbourhoods. Please do not allow a lengthy time to pass before the new regulations take effect allowing many new building permits to slip through under the LUC's. Any appeals stating that the LUC termination date would cause the owner hardship should be viewed with a very critical eye.

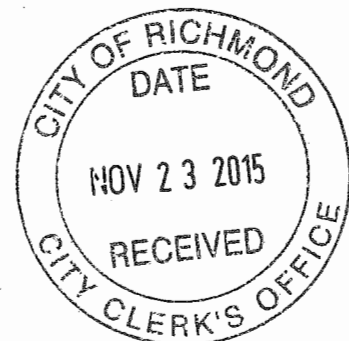
Once that is done, revisit current Richmond bylaws to reduce the over all footprint of homes, increase space between homes and necessitate plants and greenery rather than paving stones in landscaping.

Sincerely,
Don and Rosemary Neish
6900 Gainsborough Dr.--
Rosemary

City Clerk's Office

- - - - 4 9

LUC Correspondence



LUC # 156
(Binder 3 - Written Submissions)

From: tbanting924@gmail.com
Sent: Sunday, 22 November 2015 15:19
To: LUC (Land Use Contract)
Subject: Termination of Land-Use Contracts for Mirabel Court, Richmond

Attention: Mayor and members of council, City of Richmond, BC

For the record, please note that we, Antonio, Emperatriz and Patrice Banting, support the planned application of RS1/D single-family detached residential zoning to designated properties on Mirabel Court and the west side of Gilbert Road, following the termination of Land-Use Contracts #066 and #132, as detailed in the public information notices provided by the City of Richmond.

Thank you.

Sincerely,

Antonio G. Banting Jr.

Emperatriz P. Banting

Patrice N. Banting

8131 Mirabel Court

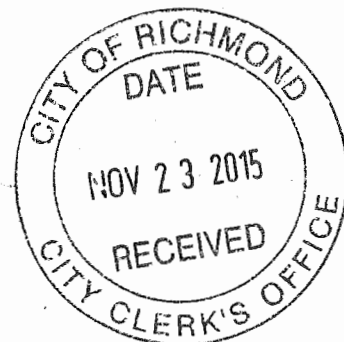
Richmond BC V7C4V8

Cell phone 778-387-5191

City Clerk's Office

- - - - 5 0

LUC Correspondence



LUC - 157
(Binder 3 - Written Submissions)

From: tbanting924@gmail.com
Sent: Sunday, 22 November 2015 16:40
To: ;
Subject: Termination of Land-Use Contracts for Mirabel Court, Richmond

We support City Council's decision to proceed with the process for the termination of Land Use Contracts because

- It was never the intent for Land Use Contracts to be immune from Richmond's Zoning bylaw.
- The same rules should apply for all.
- The Provincial government has provided the opportunity to regain control over Land Use Contracts.

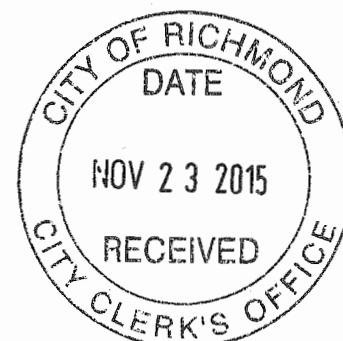
Thank you.

Sincerely,
Antonio G. Banting Jr.
Emperatriz P. Banting
Patrice N. Banting
8131 Mirabel Court
Richmond BC V7C4V8
Tel. No. 778-387-5191

City Clerk's Office

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LUC Correspondence



LUC - 158
(Binder 3 - Written Submissions)

From: M Donaldson <mdonaldso@gmail.com>
Sent: Sunday, 22 November 2015 16:45
To: McPhail,Linda; Brodie,Malcolm; Au,Chak; Dang,Derek; Day,Carol; Johnston,Ken;
Loo,Alexa; McNulty,Bill; Steves,Harold; Weber,David
Subject: Submission Letter for LUC Public Hearing on Tuesday, November 24, 2015

Hello,

We **STRONGLY** support Richmond City Council's decision to proceed with the process for the **TERMINATION** of Land Use Contracts, as soon as possible, because:

1) Land Use Contracts have served their purpose.

- Land Use Contracts were created as a land development tool to subdivide land.
- It was never the intent for Land Use Contracts to be immune from Richmond's Zoning bylaw.

2) Land Use Contracts are NOT FAIR!

- The early termination process IS FAIR to all and has a built in appeal mechanism for homeowners who feel they may have reasons for hardship.
- The only fairness that does not exist is the unfairness that continues for some neighbours to have to be the unlucky ones to have to endure an excessive overbuild next to them, behind them, or in front of their property.

3) The City of Richmond **DEFINITELY HAS** a leadership role in supporting Land Use Contract early termination.

- The Provincial government has provided the opportunity to regain control over Land Use Contracts, as lobbied by Richmond City Council (2010) and resolved by the Union of BC Municipalities.
- Richmond joins with other municipalities who are undertaking early termination of Land Use Contracts. Surrey is already further along in this process.
- Termination of Land Use Contracts is part of Richmond's Official Community Plan.

As committed, 40 year residents of Richmond, we believe in community and have seen too many negative effects on neighbourhoods when enormous megahouses are built on Land Use Contract properties.

Thank you.

Jim and Marilyn Donaldson

4891 Lancelot Drive, Richmond

City Clerk's Office

- - - - 52

LUC Correspondence

LUC 1- 159
(Binder 3 - Written Submissions)



From: Abe Ellorin <ellorin99@hotmail.com>
Sent: Sunday, 22 November 2015 21:10
To: LUC (Land Use Contract)
Subject: Termination of Land-Use Contracts for Mirabel Court, Richmond

Attention: Mayor and members of council, City of Richmond, BC

For the record, please note that we support the planned application of RS1/D single-family detached residential zoning to designated properties on Mirabel Court and the west side of Gilbert Road, following the termination of Land-Use Contracts #066 and #132, as detailed in the public information notices provided by the City of Richmond.

Thank you for your kind consideration

Sincerely,

Bernabe Ellorin & Maria Ellorin

8311 Mirabel Court

Richmond, BC

Contact Phone Number: 604.277.0648

City Clerk's Office

- - - - 5 3

LUC Correspondence



LUC ± 160
(Binder 3 - Written Submissions)

From: Carol Chen <carolcbc@yahoo.com.tw>
Sent: Sunday, 22 November 2015 21:17
To: LUC (Land Use Contract)
Subject: Termination of Land-Use Contracts for Mirabel Court, Richmond

Attention: Mayor and members of council, City of Richmond, BC

For the record, please note that we, Gary and Carol Chen, support the planned application of RS1/D single-family detached residential zoning to designated properties on Mirabel Court and the west side of Gilbert Road, following the termination of Land-Use Contracts #066 and #132, as detailed in the public information notices provided by the City of Richmond.

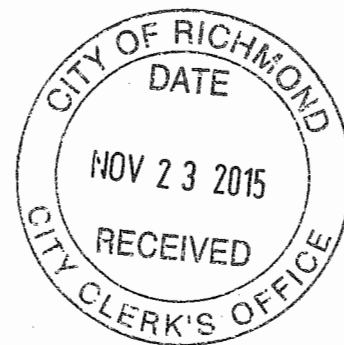
Thank you.

Gary and Carol Chen
8160 Mirabel Court, Richmond

City Clerk's Office

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LUC Correspondence



LUC # 161
(Binder 3 - Written Submissions)

From: trev <tjmeier@telus.net>
Sent: Sunday, 22 November 2015 21:33
To: McPhail,Linda; Brodie,Malcolm; Au,Chak; Dang,Derek; Day,Carol; Johnston,Ken;
Loo,Alexa; McNulty,Bill; Steves,Harold; Weber,David
Subject: Land use contracts

I support City Council's decision to proceed with the process for the termination of Land Use Contracts, because...

1) Land Use Contracts have served their purpose

- Land Use Contracts were created as a land development tool to subdivide land.
- It was never the intent for Land Use Contracts to be immune from Richmond's Zoning bylaw.

2) Land Use Contracts are not fair

- The early termination process is fair to all and has a built in appeal mechanism for homeowners who feel they may have reasons for hardship.
- The only fairness that does not exist is the unfairness that continues for some neighbours to have to be the unlucky ones to have to endure an excessive overbuild next to them, behind them, or in front of their property.

3) The City of Richmond has a leadership role in supporting Land Use Contract early termination<!--[endif]-->

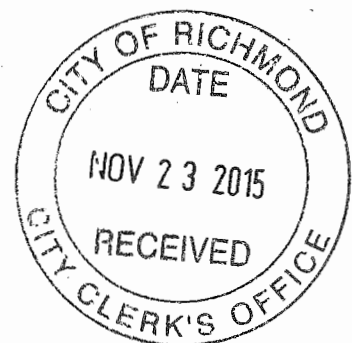
- The Provincial government has provided the opportunity to regain control over Land Use Contracts, as lobbied by Richmond City Council (2010) and resolved by the Union of BC Municipalities.
- Richmond joins with other municipalities who are undertaking early termination of Land Use Contracts.
- Termination of Land Use Contracts is part of Richmond's Official Community Plan.

Regards,
T & J Meier

City Clerk's Office

- - - - 5 5

LUC Correspondence



LUC + 162
(Binder 3 - Written Submissions)

MayorandCouncillors

From: Out West <jtrichmond@telus.net>
Sent: Sunday, 22 November 2015 22:07
To: LUC (Land Use Contract); Graeme Wood; Editor Richmond News; MayorandCouncillors
Subject: Editor Richmond News LUC
Attachments: Editor Richmond News LUC.docx

Categories: 12-8060-20-009300-009485

Dear Editor of the Richmond News,

Attached please find my letter outlining a number of concerns in relation to the Land Use Contract issue and a set of bylaws proposed by the City of Richmond. This matter will be addressed in a public hearing this upcoming Tuesday. I have also copied your reporter Graeme Wood.

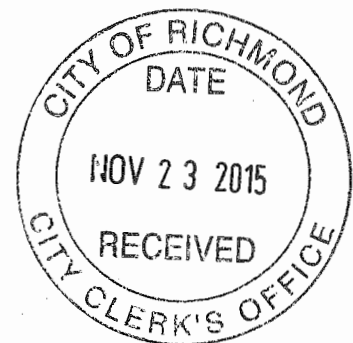
Thanks,

Jim Barkwell
604/275-4810

City Clerk's Office

- - - - 5 6

LUC Correspondence



LUC - 163
(Binder 3 - Written Submissions)

22 November 2015

Richmond News

Attn: Editor and Graeme Wood

Open Letter to Richmond Mayor and Council,

After four decades of Land Use Contract zoning, Richmond City spent several years quietly lobbying to end LUCs across BC. The province passed legislation to do so, providing a 10 year transition period. The City now proposes to end LUCs for 5,500 affected Richmond landowners, virtually immediately.

Many people have views on LUCs. What is undeniable, however, is the flawed process proposed by the city. Don't be surprised if you haven't heard about LUCs until recently. Despite owning an LUC-zoned home for 15 years we were repeatedly misinformed by city staff about what zoning rules applied. We spent over \$100,000 renovating our home based on that misinformation. After the city convinced the province to change the rules, they now want to slam the door shut on affected landowners, many of whom, like us, are only now aware of what options apply for rebuilding, selling or renovating. Oh yes, and then they tripled the appeal cost.

This rushed and unfair process will create financial disadvantages for many homeowners and will distort the local economy by forcing hastened decisions on the most important asset most of us hold – our homes. What will the forced transition do to home prices? What kind of building plans will be rushed through to beat the deadline? Will construction costs skyrocket if multiple projects are rushed forward? It doesn't appear the city has thought of any of this.

The vast majority of LUC homes are attractive, modern homes that enhance their neighbourhoods. A few are not, just as many non-LUC homes lack aesthetic appeal. If the city wants uniform standards, then use architectural controls to ensure appropriate standards. Don't hide the truth about LUCs for years and then institute a seriously flawed process, with jacked up appeal costs, to disadvantage thousands of Richmond homeowners. The province established a 10 year transition for good reasons. The current process proposed by Richmond City is un-democratic and unfair. We deserve better leadership than that.

Jim Barkwell

Richmond

From: Charlene Liu <cxliu2000@yahoo.com>
Sent: Sunday, 22 November 2015 22:37
To: LUC (Land Use Contract)
Subject: Re: Public hearing relating to land use contracts

Hello,

We would like first of all thank you for providing detailed information, both online and by correspondence, on this matter.

To the best of our knowledge about the proposed early termination of LUC in Richmond, particularly in regard of LUC 011 where our property is under, we oppose the early termination of the LUC governing our property.

LUC011 has more potential for re-development. The proposed early termination will adversely affect our property value. Our home is our most valuable asset. We don't approve a non-market move that would lead to reduce of its value.

Our family don't want to join the rush of selling home, a consequence which predictably would happen in our LUC area, where home owners in fear of the detriment affect to our home value, if the early termination is taking effect soon. This will pose unwanted burden on our life. We cannot afford the costs, time, and efforts associated with selling/buying a home. We may never afford to buy a single house in an area we would like to live, in a market we've seen so far.

Thank you very much.

Regards,

Charlene Liu

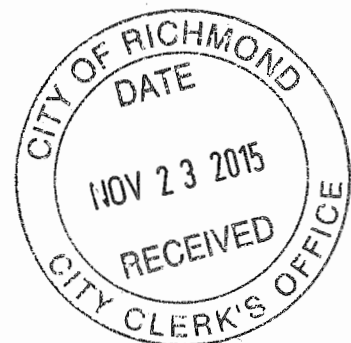
Charles Shi
Owners of #10291 on Defoe Street

City Clerk's Office

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LUC Correspondence

LUC # 165
(Binder 3 - Written Submissions)



From: Wilbur Walrond <walrond@wecl.ca>
Sent: Sunday, 22 November 2015 22:44
To: WRAPd; McPhail,Linda; Brodie,Malcolm; Au,Chak; Dang,Derek; Day,Carol; Johnston,Ken; Loo,Alexa; McNulty,Bill; Steves,Harold; Weber,David; Press
Subject: RE: Suggestions for Submission Letter for LUC Public Hearing - 7pm Tuesday November 24, 2015

There is only one fair solution to this injustice to residents living under the LUC.

Dear Councillors and Press

Re: The above

The City should place a moratorium on Mega homes in those particular subdivisions and find a separate piece of land for a MEGA Home subdivision and let the renegade Chinese live in their own settlement. They have already made it quite clear, with the help of the City of course, that they don't want us in their places of business through their racist 'ALL Chinese' signs.

So please City Hall, help them to live among themselves without creating any more disharmony among the rest of the other Chinese and non-Chinese who, prior to 1990 have been happily living together, in beautiful Richmond. Of course the only people who believe that it is the non- Chinese element who are the cause of this disharmony is Chak Au and his Chinese followers with their special mindset that the rest of us should hurry up and get used to.

And before any one of you jump on me saying that those All Chinese signs are not racist, tell me what is the difference between those covert signs and the overt signs a mere 30 years ago in the southern United States that plainly said: "NO Blacks / Negroes allowed in here!"

They both say the same thing loud and clear: "Keep to hell out of our faces!"

And while I am at it, how many of you Councillors are currently living in a LUC subdivision and if so, are you subject to this asininity, and do you like it every time you go into your back yard? Unless of course you already live in one of the monsters.

And by the way – Whatever happened to that idiotic " decluttering" solution, the City fathers were going to create? Did it get washed out to sea with the finless shark fin soup debacle? That's three pro-Chinese issues the City has backed so far. I wonder what their Christmas present is going to be this year! Or do we have to wait until the next election?

Wilbur Walrond

Richmond

PS Anyone know where we can find Diane Watts?

City Clerk's Office

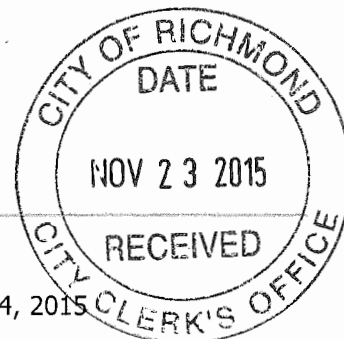
- - - - 5 8

LUC Correspondence

From: WRAPd [mailto:info@wrapd.org]

Sent: Sunday, November 22, 2015 4:04 PM

Subject: Suggestions for Submission Letter for LUC Public Hearing - 7pm Tuesday November 24, 2015



Hello all,

We have received comment back from subscribers who request a simple message to communicate at the public hearing and in writing to Mayor and Councillors. We recommend:

I support City Council's decision to proceed with the process for the termination of Land Use Contracts, because...

(A – Simple version)

- It was never the intent for Land Use Contracts to be immune from Richmond's Zoning bylaw.
- The same rules should apply for all.
- The Provincial government has provided the opportunity to regain control over Land Use Contracts.

(B – Longer version with explanation)

1) Land Use Contracts have served their purpose

- Land Use Contracts were created as a land development tool to subdivide land.
- It was never the intent for Land Use Contracts to be immune from Richmond's Zoning bylaw.

2) Land Use Contracts are not fair

- The early termination process is fair to all and has a built in appeal mechanism for homeowners who feel they may have reasons for hardship.
- The only fairness that does not exist is the unfairness that continues for some neighbours to have to be the unlucky ones to have to endure an excessive overbuild next to them, behind them, or in front of their property.

3) The City of Richmond has a leadership role in supporting Land Use Contract early termination

- The Provincial government has provided the opportunity to regain control over Land Use Contracts, as lobbied by Richmond City Council (2010) and resolved by the Union of BC Municipalities.
- Richmond joins with other municipalities who are undertaking early termination of Land Use Contracts.
- Termination of Land Use Contracts is part of Richmond's Official Community Plan.

Send to City Hall at the following email addresses:

lmcp@richmond.ca; mbrodie@richmond.ca; cau@richmond.ca; ddang@richmond.ca; cday@richmond.ca; kjohnston@richmond.ca; aloo@richmond.ca; bmcnulty@richmond.ca; hsteves@richmond.ca; dweber@richmond.ca

Sincerely,

WRAPd Steering Committee
Committed to positive development
www.wrapd.org

To council, City of Richmond

Nov. 21, 2015

Eddie Lee

Vivien Wong

House owners of
8140 Mirabel Crt.

CITY OF RICHMOND
INFO CENTRE

NOV 23 2015

I, father of my daughter and son-in-law who are now out of town, write on behalf of them and that we are please to agree and support the wider use of residential zoning protection.

Ming Y. Wong

Family - member

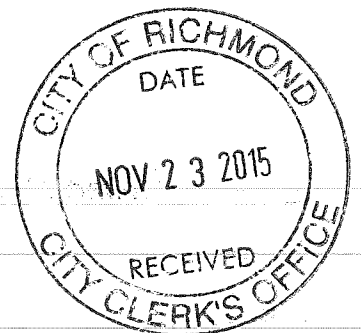
City Clerk's Office

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LUC Correspondence

LUC - 168

(Binder 3 - Written Submissions)



November 21, 2015

Attention: Mayor and Members of Council

CITY OF RICHMOND
INFO CENTRE

NOV 23 2015

c/o The City Clerk,
City of Richmond,
6911 No. 3 Road,
Richmond, BC

Subject: Termination of Land-Use Contracts for Mirabel Court, Richmond

For the record, please note that I support the planned application of RS1/D single-family detached residential zoning to the designated properties on Mirabel Court and the west side of Gilbert Road, following the termination of Land-Use Contracts #066 and #132, as detailed in the public information notices provided by the City of Richmond.

Thank you.

Cici Xi Ping

Xi, Ping

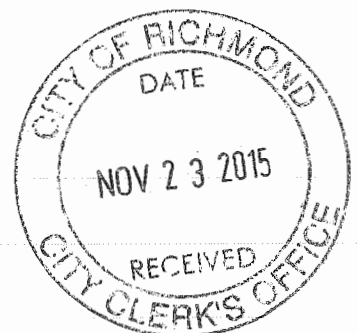
8280 Mirabel Court
Richmond, B.C.

Telephone 778 321 2286

City Clerk's Office

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LUC Correspondence



LUC - 169
(Binder 3 - Written Submissions)

9151 Pauleshin Crescent
Richmond, BC, V7E 5L4

November 22, 2015

Richmond City Council
c/o City Clerk
City of Richmond
6911 No. 3 Road
Richmond, BC, V6Y 2C1

Dear City Council:

RE: Proposed Amendment Bylaws No. 9464 & 9465 – Early Termination of Land Use Contract 146

I am writing to request that the City amend the proposed Bylaw 9464 (zoning the properties RS1/B) to ensure the continuing ability to fully renovate and fully repair the existing buildings and structures that are in keeping with the established character of the neighbourhood. The Bylaw should explicitly enable my neighbours and I to renovate and fully repair our homes (hopefully with the aid of insurance) should some disaster strike. While I appreciate the concerns about the construction of “mega-houses” as lots are redeveloped, I don’t think that homeowners who want to keep their existing homes need the uncertainty (e.g. implications for insurance coverage or mortgages) brought about by the City’s imposition of “legal non-conforming use” on their home and the provisions of section 911 of the Local Government Act.

My preference would be that the City not apply RS1/B to the properties under Land Use Contract 146, but develop and apply a new zoning designation (say “RS1-146”) that will enable the existing properties in keeping with the character of the neighbourhood to comply with the new zoning designation (i.e. not have “legal non-conforming use” imposed). Is the City really getting complaints that set backs don’t all comply with RS1/B (e.g. front yard set back is 4.5 metres rather than 6 metres)? Is it really not possible to deal with the contentious issues of the size of new buildings, that are not in keeping with the character of the neighbourhood, while creating a zoning designation that permits many or most of the existing homes in a neighbourhood to comply with the revised zoning designation?

In the alternative, I request that the draft Bylaw 9464 be amended to include an explicit provision (based on the text in the City’s “Frequently Asked Questions (FAQ) Brochure”) to the effect:

Property owners will have the ability to fully renovate and fully repair existing buildings and structures, which were lawfully built at the time the Bylaw comes into effect, thus preserving the established character of the neighbourhood. All new buildings and structures that are different than the buildings and structures existing when this Bylaw comes into effect will have to comply with the underlying zoning regulations in place when a building permit application is submitted.

Thank you for considering my concerns and request.

Sincerely,

Kirk Johnstone

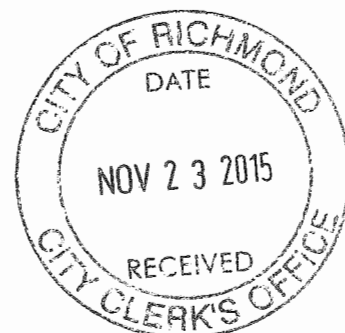
City Clerk's Office

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LUC Correspondence

LUC - 170

(Binder 3 - Written Submissions)



From: Kathleen Beaumont <beaumont.kath@gmail.com>
Sent: Monday, 23 November 2015 09:51
To: McPhail,Linda; Brodie,Malcolm; Au,Chak; Dang,Derek; Day,Carol; Johnston,Ken;
Loo,Alexa; McNulty,Bill; Steves,Harold; Weber,David
Subject: Termination of Land Use Contracts

To the Mayor and members of The City of Richmond Council.
I would like to see the Land Use Contracts in Richmond terminated for the following reasons and ask that you support this recommendation.

1) Land Use Contracts have served their purpose

- Land Use Contracts were created as a land development tool to subdivide land.
- It was never the intent for Land Use Contracts to be immune from Richmond's Zoning bylaw.

2) Land Use Contracts are not fair

- The early termination process is fair to all and has a built in appeal mechanism for homeowners who feel they may have reasons for hardship.
- The only fairness that does not exist is the unfairness that continues for some neighbours to have to be the unlucky ones to have to endure an excessive overbuild next to them, behind them, or in front of their property.

3) The City of Richmond has a leadership role in supporting Land Use Contract early termination

- The Provincial government has provided the opportunity to regain control over Land Use Contracts, as lobbied by Richmond City Council (2010) and resolved by the Union of BC Municipalities.
- Richmond joins with other municipalities who are undertaking early termination of Land Use Contracts.
- Termination of Land Use Contracts is part of Richmond's Official Community Plan.

Kathleen Beaumont

6415 London Road

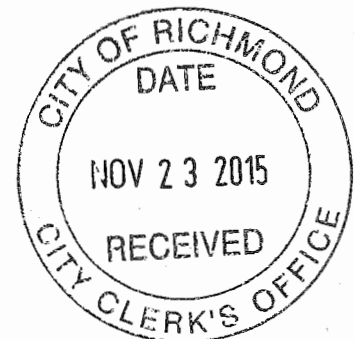
Richmond

V7E 6V5

City Clerk's Office

- - - - 6 2

LUC Correspondence



LUC - 171

(Binder 3 - Written Submissions)

From: LUC (Land Use Contract)
Sent: Monday, 23 November 2015 09:15
To: 'J. L.'
Subject: RE: Notice of Public Hearing relating to Land Use Contracts

Jeffery,

Thank you for your email. The proposed ZS24 essentially reflects what is built. Therefore a house that is attached or semi-detached to another house can remain, and if rebuilt would have to be attached or semi-detached. The proposed ZS24 zone indicates which homes are single-detached, and those homes can remain single-detached or be rebuilt as semi-detached provided that one side is built to the lot line. If you wished to rebuild as a single-detached house, and assuming that the early termination bylaws are all adopted, you could apply to rezone your property to allow a single-detached home. This would allow staff to review the unique siting characteristics and address any issues relating to the wall of the neighbouring house.

John

From: J. L. [mailto:jefferylijj@hotmail.com]
Sent: Sunday, 22 November 2015 23:14
To: LUC (Land Use Contract)
Subject: Notice of Public Hearing relating to Land Use Contracts
Importance: High

Hi there,

I am writing to object the proposal of early termination of LUC by end of 2016. I prefer to have them expired as scheduled 2024.

I own the property at 4251 Tyson Pl which has zero land line. In order to access the impact for early termination of LUC, can you please provide the following confirmation?

LUC042	ZS24
Side Setback (min) As per drawings (1.2 m on one side only)	1.2 m on one side and 0 m on the other side

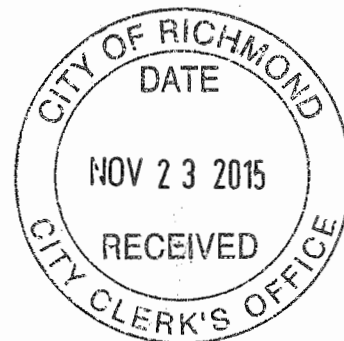
Under new zoning ZS24, can we rebuilt a new house apart from the neighbour's (will recover neighbour's wall) so it can be totally detached? Like the drawing below?

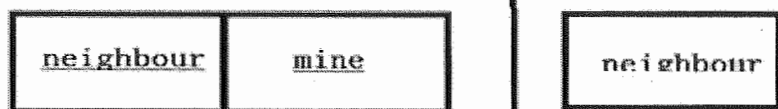
Current:

City Clerk's Office

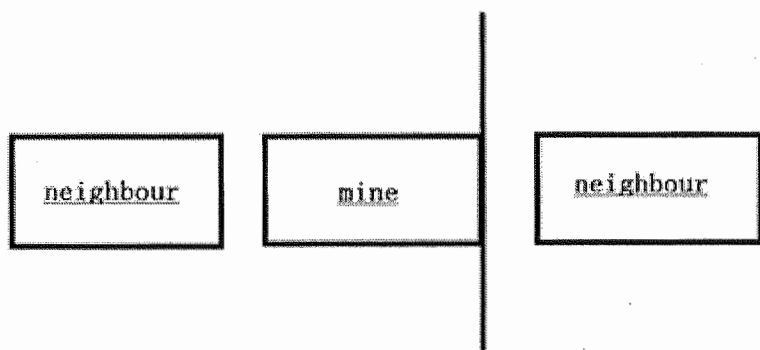
----- 63

LUC Correspondence





after Re-built:



Thanks.

Jeffrey Li

From: Patrick Stapleton <pstapleton12@shaw.ca>
Sent: Monday, 23 November 2015 11:27
To: LUC (Land Use Contract)
Subject: Land Use Contracts

Patricia and Patrick Stapleton
5291 Hollycroft Drive
Richmond, BC
V7E 5B7

LAND USE CONTRACT

We have resided in Richmond since 1975 and wish to register our very support of repealing these contracts.
We will carefully follow the council debate and in the next election will only support those council members who vote for the early termination of LUCs.

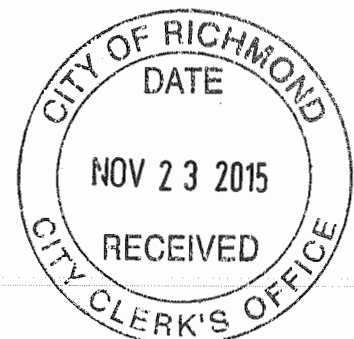
Thank you

City Clerk's Office

- - - - 6 4

LUC Correspondence

LUC + 174
(Binder 3 - Written Submissions)



MayorandCouncillors

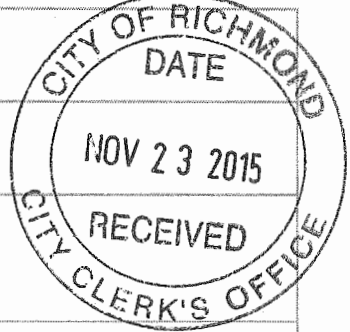
From: MayorandCouncillors
Subject: FW: Send a Submission Online (response #894)

Sent: Monday, 23 November 2015 12:47

To: MayorandCouncillors

Your Name	Alice Chang
Your Address	10581 Hollybank Drive
Subject Property Address OR Bylaw Number	LUC 101, Bylaw 9402
Comments	<p>My parents have lived in the "Hollypark" area for 36 years. As a child I recall new homes being built behind ours. Although I have come and gone over time (and have come back again), I can see that most of the homes in the neighbourhood are lovingly cared for, and have been renovated and updated by existing or new owners. There has been the occasional added room or a garage converted into an extra room, but they all have been done in good taste and within the character of the neighbourhood. It is a nice place for families to live, and homeowners take pride in their homes. And then came 2015. Imagine my surprise this July when the well-kept home (at least on the outside) at 10700 Hollybank Drive was torn down shortly after being sold. Standing there now is a 3-storey house under construction with an envelope so large it seems to be bursting at the seams of its lot. It is a scar on our neighbourhood and I pity the homeowners next door who have to deal with this and with the eventuality of neighbours looking down at them from above. I understand that the new home may sell for a higher price, but consider the value of the surrounding homes that may be negatively affected. This month, another home at 10470 Hollybank Drive was torn down. It is now an empty lot. A variety of families live in this neighbourhood. There are childless couples who like the current size of the homes (around 2200-2500 sq ft). There are retired empty-nesters who thought the current house size was a little small when the kids were growing but are now thankful that the house is just the right size. There are new families with young children who like the area. There is a reason why people come to Hollypark. Not everyone wants to downsize to a condo and not everyone needs the space of a monster house. Thirty-six years is still relatively young for a neighbourhood, especially where residents have taken care of their homes. There is a by-law in the City of Victoria that disallows the complete destruction of a home. To my understanding, a new owner can tear the old house down to its frame, but the new home must maintain the same envelope to keep in line with the character of the neighbourhood. Some of these neighbourhoods are 60-70, maybe 80</p>

City Clerk's Office
- - - - 6 5
LUC Correspondence



years old. True, the real estate dynamics are different over there than in Richmond, but developers and City Council here should also consider the livability and character of an existing neighbourhood before a monstrosity that doesn't belong is built. If there is a whole neighbourhood to be re-zoned for 3-storey houses, that's fine. If there's a whole neighbourhood to be re-zoned for 3-car-garage monster houses, that's fine. After all, different families have different needs for house sizes. I am not opposed to redevelopment; it just should be done tastefully and tactfully. There is value to character as well. In closing, and speaking for my interest in the Hollypark area, I therefore support the early termination of the LUC in order to preserve the character and value of the neighbourhood. There are probably a few more decades of good life left in the existing homes here and some of us plan to stay here for a while.

From: karen mcdonald <reallucky@me.com>
Sent: Monday, 23 November 2015 13:03
To: LUC (Land Use Contract)
Subject: Land use contracts 33 and 50

To city clerk

To council of Richmond ,

I am submitting that these land use contracts 33 and 50 stay the way they are! Richmond infrastructure is not set up for more development. In particular in this area there is not enough parking spots for the housing that exists now. We do not need nor want any more noise or pollution or traffic. The quality of life is diminishing due to overpopulation. Thank you.

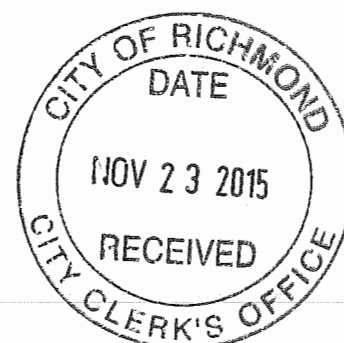
Karen McDonald
24 7111 Lynwood
Richmond
Bc
V7c5s9

Sent from my iPhone

City Clerk's Office

----- 66

LUC Correspondence



LUC - 177
(Binder 3 - Written Submissions)

From: Eric Ah-Yon <elahyon@gmail.com>
Sent: Monday, 23 November 2015 13:14
To: McPhail,Linda; Brodie,Malcolm; Au,Chak; Dang,Derek; Day,Carol; Johnston,Ken; Loo,Alexa; McNulty,Bill; Steves,Harold; Weber,David
Subject: Re: Suggestions for Submission Letter for LUC Public Hearing - 7pm Tuesday November 24, 2015

Dear City of Richmond City Council:

I support City Council's decision to proceed with the process for the termination of Land Use Contracts, because...

It was never the intent for Land Use Contracts to be immune from Richmond's Zoning bylaw.

The same rules should apply for all.

The Provincial government has provided the opportunity to regain control over Land Use Contracts, as lobbied by Richmond City Council (2010) and resolved by the Union of BC Municipalities.

Richmond joins with other municipalities who are undertaking early termination of Land Use Contracts. Termination of Land Use Contracts is part of Richmond's Official Community Plan.

Sincerely,

Eric Ah-Yon
Richmond Resident for the past 20+ years.
T.604.760.0826

City Clerk's Office

- - - - 67

LUC Correspondence



LUC - 178
(Binder 3 - Written Submissions)

From: John & Sharon <jsparrott@shaw.ca>
Sent: Monday, 23 November 2015 13:30
To: McPhail,Linda; Brodie,Malcolm; Au,Chak; Dang,Derek; Day,Carol; Johnston,Ken;
Loo,Alexa; McNulty,Bill; Steves,Harold; Weber,David
Subject: Elimination of LUC's

We STRONGLY support elimination of the LUC's – and the sooner the better! It was only because of an error/ oversight in drawing them up that they now override Richmond City zoning. Frankly, it is hard to understand why the issue wasn't dealt with long ago. The resulting MONSTERS really are tearing up the neighbourhoods of Richmond. In addition and in the interim period, no new permits should be issued to construct "homes" which do not comply with CoR zoning, i.e., don't let this matter continue any longer. The developers have already done well enough. We, the local taxpayers and electorate, are counting on you to enforce the zoning we have all currently agreed upon.

John & Sharon Parrott
8960 Lancelot Gate
Richmond, B.C.
V7C 4S5
(604) 275-0580

City Clerk's Office

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LUC Correspondence



LUC 179
(Binder 3 - Written Submissions)

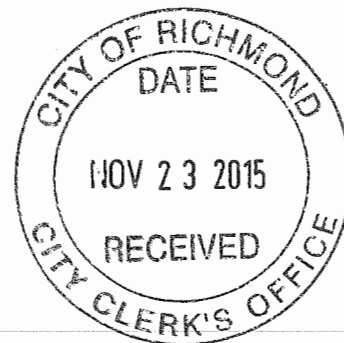
From: Nancy Yurkovich <njy@telus.net>
Sent: Monday, 23 November 2015 13:39
To: McPhail,Linda; Brodie,Malcolm; Au,Chak; Dang,Derek; Day,Carol; Johnston,Ken;
Loo,Alexa; McNulty,Bill; Steves,Harold; Weber,David
Subject: LUC
Attachments: LETTER TO COUNCIL.docx; Letter re LUC.docx

Follow Up Flag: Follow up
Flag Status: Flagged

City Clerk's Office

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LUC Correspondence



LUC 180
(Binder 3 - Written Submissions)

Our family has lived in Richmond since 1939. There were 10,000 residents then, a mix of nationalities, mostly British Isles stock and us—the newcomers. It was a true community, a place where individuals live together, knowing that the place is shared, where they are concerned for each other, trust each other and respect each other. We even walked slowly to the interurban on occasion, helping our perpetually late friend make it to the train! We can't go back to the feeling of Richmond then although visits to the City Archives give a glimpse of what it was, but we can, within our population of 200,000, still reach for a vision of what community means as a way of enhancing each citizen.

We applaud ourselves as a community, diverse and tolerant and we have a Highway to Heaven with places of worship which exemplify this diversity. We have festivals featuring the customs, dances, costumes, language and food of the many nationalities represented in our schools. We have groups, societies, and organizations which attest to Richmond's caring for and about the vulnerable in our community.

Despite these admirable traits, there is, in recent years, antagonism, anger and dissension which pits neighbour against neighbour and frankly causes many to leave our "Garden City". This deep feeling of anger comes from a loss of the ideals of community, a place where we acknowledge and respect each other, not imposing ourselves but adopting "We" instead of "Me". Fortunately many young people have the opportunity to be a part of WE Day which encourages this philosophy. Maybe Richmond could have its own We Day for residents of all ages! We share the same piece of the earth; it is not what is best for me but for all of us together. This is what it means to be a community, the foundation of a healthy society.

Community is more than just where we come from or what religion we are. A *genuine community* is one in which individuals exemplify loyalty toward an ideal, one that extends beyond their individual lives. It is a recognition and acceptance of common human values that are good for all of us. True meaning in life is found in community and is the fear of its loss that hurts.

In 2016, one practical way to move closer to this sense of community, is to eliminate the Land Use Contracts and re-establish the values which enhance our community, give back a sense of peace to those of us who feel imposed upon and continue to build a happy and healthy community.

Tony and Nancy Yurkovich
604-277-1771

We support City Council's decision to proceed with the process for the termination of Land Use Contracts, because:

- Land Use Contracts are not fair
- Some neighbours have to endure an excessive overbuild next to them, behind them, or in front of their property.
- The Provincial government has provided the opportunity to regain control over Land Use Contracts.
- Richmond joins with other municipalities who are undertaking early termination of Land Use Contracts; this is part of Richmond's Official Community Plan.
- The City of Richmond has a leadership role in supporting Land Use Contract early termination

From: Robert Breen <rjbreen@shaw.ca>
Sent: Monday, 23 November 2015 10:49
To: McPhail,Linda; Brodie,Malcolm; Au,Chak; Dang,Derek; Day,Carol; Johnston,Ken;
Loo,Alexa; McNulty,Bill; Steves,Harold; Weber,David
Cc: Sally Breen
Subject: LUC Public Hearing

Dear Councillors:

We support City Council's decision to proceed with the process for the termination of Land Use Contracts, because:

1. Land Use Contracts have served their purpose.
 - ? Land Use Contracts were created as a land development tool to subdivide land.
 - ? It was never the intent for Land Use Contracts to be immune from Richmond's Zoning bylaw.
2. Land Use Contracts are not fair.
 - ? The early termination process is fair to all and has a built in appeal mechanism for homeowners who feel they may have reasons for hardship.
 - ? The only fairness that does not exist is the unfairness that continues for some neighbours to have to be the unlucky ones to have to endure an excessive overbuild next to them, behind them, or in front of their property.
- 3) The City of Richmond has a leadership role in supporting Land Use Contract early termination.
 - ? The Provincial government has provided the opportunity to regain control over Land Use Contracts, as lobbied by Richmond City Council (2010) and resolved by the Union of BC Municipalities.
 - ? Richmond joins with other municipalities who are undertaking early termination of Land Use Contracts.

Termination of Land Use Contracts is part of Richmond's Official Community Plan.

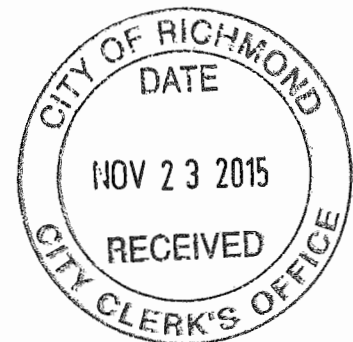
Sincerely

Robert and Sally Breen
12032 Osprey Court
Richmond

City Clerk's Office

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LUC Correspondence



From: LUC (Land Use Contract)
Sent: Monday, 23 November 2015 12:18
To: 'Janet Khong'
Subject: RE: LUC 020

Janet,

Thank you for your email and questions. Many of the definitions that you are inquiring about can be found in our Zoning Bylaw at <http://www.richmond.ca/cityhall/bylaws/zoningbylaw8500.htm>. Specifically, you could click on the following link for a list of defined items: <http://www.richmond.ca/shared/assets/Interpretation24222.pdf>

Having said that, I will provide a brief answer to your questions in the order that they were asked:

- Setback is defined as the distance between a building or structure and a property line. The front lot line is the lot line separating the lot from the road. In the case of a corner lot, the front lot line is the line separating the narrowest road frontage. The rear lot line is the lot line opposite and most distant from the front lot line. The side lot line means any lot line that is not a front or rear lot line. The exterior lot line is a side lot line separating the lot from the road.
- For almost all of the single family areas, the standard single detached (RS1) residential zone is proposed as the underlying zoning. Under the RS1 zone, the maximum lot coverage is 45% and the maximum building height is 2 ½ storeys. The RS1 is the most commonly used single-family zone in Richmond.
- 2 ½ storeys is a defined term in our Zoning Bylaw. In general, the ½ storey is on the third level, but it must be within the roof line and be no more than ½ the floor area of the second storey.
- The proposed changes are not set in stone. The purpose of the public hearing is to hear from anyone who wishes to provide their opinion on the bylaws. Council will not make a decision on the bylaws until after the public hearing.
- A motion could be proposed by members of the public during the public hearing for Council's consideration. Any change to the proposed bylaws would likely be referred to staff and may necessitate another public hearing.
- You would have to check with our building department on the building permit approval timeline. You can contact Building Approvals at:
 - phone: 604-276-4285
 - fax: 604-276-4063
 - email: building@richmond.ca
- If the bylaws are adopted, and the LUCs are set to expire in 1 year, a completed building permit application would be required to be submitted no later than 1-year following bylaw adoption. If the bylaws are adopted tomorrow (Nov. 24), then the last day to submit a completed building permit application under the LUC regulations would be November 24, 2016.

I hope this answers your questions.

John

From: Janet Khong [<mailto:janetkhong55@gmail.com>]
Sent: Monday, 23 November 2015 11:06
To: LUC (Land Use Contract)
Subject: LUC 020

City Clerk's Office

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LUC Correspondence
(Binder 3 - Written Submissions)



Hi!

I'm a resident of Colonial Drive and am not familiar with some terms used. I have some questions and clarifications for LUC 020:

What is "setback"? What is the definition for Front Setback, Side Setback, Exterior Side Setback, Rear Setback?

If the lot coverage is being increased from 33% to 45%, why is the height being reduced from 3 storey to 2 ½ storey?

What is 2 ½ storeys? How do you define a half storey? What is the purpose?

Is the proposed changes set in stone? If yes, the what is the purpose of having a hearing?

Could we propose a motion to amend the max height from 2 ½ storeys to 3 storeys (no change)?

How long does the building permit approval process take, approximately?

If the LUC is valid for one year after adoption, does that mean the building permit application deadline is the last day of the termination or building permit has to be approved by the last day?

Thanks.

Janet Khong

604-276-7626 (work)

604-277-1599 (home)

Land Use Contract Written Submissions

**As of 4:00 p.m.
November 24, 2015**

		INT
	DW	
✓	MJ	
	DB	

From: jaykay8571@shaw.ca
Sent: Monday, 23 November 2015 03:01 PM
To: CityClerk
Subject: Public Hearing November 24, 2015 Written Submission

Categories: 12-8060-20-009300-009485

Dear Sirs and Madams,

Obviously, it is in the best interests of a neighbourhood to have all properties subject to uniform rules. There will be complaints about terminating LUCs from 2 main groups; builders who want to maximize profits by building as large as they can and people who want to sell their properties to those builders. Neither group has the best interests of the neighbourhood at heart and in any case, the complaints are easily dealt with. The City telegraphed its desire to terminate LUCs way back in 2010. Anyone who bought property before that who sells their house after zoning comes into effect is still going to make a large profit when they sell. After all, making the properties subject to the same zoning as the rest of the neighbourhood does not take away the ability to build a larger house; it only limits the increase so that the house fits in with its neighbours. Given the market in Richmond and the huge price increases houses that are subject to zoning are seeing, all that may be lost by a prospective seller is some whipped cream on top of the icing on the cake. It may be nice to have but not is not a right.

Owners who bought property after the City made its intentions known should have been aware of this possibility so there is no unfairness to them. If they were speculating that the zoning would not come to pass or that the allowable build would be bigger than it is now turning out to be, that is the risk of speculation. Not every speculation turns to gold.

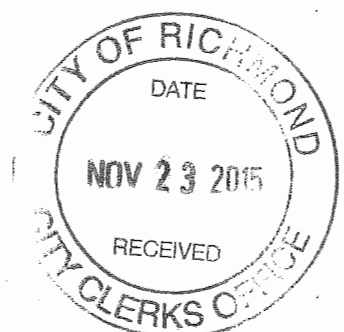
Please do the right thing and support our neighbourhoods.

Graham Taylor
8571 Fairhurst Road

City Clerk's Office

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LUC Correspondence



LUC-187
(Binder 3 - Written Submissions)

From: LUC (Land Use Contract)
Sent: Monday, 23 November 2015 15:09
To: 'Alan Wong'
Subject: RE: Land Use Contract 095

To whom it may concern,

A land use contract is very similar to zoning, except that the land use contract is registered on the title of your property. Council wishes to terminate single-family land use contracts, and replace them with the City's standard single-family zone (RS1). For your property under LUC095, Bylaw No. 9396 would establish the zoning of your property to be RS1/E, and Bylaw No. 9397 would terminate the land use contract. For more information you can go to <http://www.richmond.ca/plandev/planning2/projects/LUC.htm>.

Some of the key differences between a land use contract and the RS1 zoning include the following:

1. Secondary Uses – The RS1 zone allows a range of secondary uses including a secondary suite, boarding and lodging and home businesses such as a child care facility for up to 10 children, and licensed home offices, subject to certain regulations.
2. Lot Coverage – The RS1 zone allows buildings and structures to cover up to 45% of the lot. Most LUCs have a maximum lot coverage between 33% to 40%. The only exceptions are LUC011 and LUC012 which have a maximum lot coverage of 50%.
3. Floor Area – The RS1 zone limits the size of a house using a floor area ratio (FAR) which is determined by using the prescribed FAR and multiplying it by the size of the lot.
4. Building Height – The RS1 zone also restricts the building height to 2 ½ storeys (29.5 ft. maximum) and prevents a box shaped house massing by having certain building envelope requirements. For single-family properties under a LUC the maximum height for a house is typically 3 storeys (35 ft. maximum).

I hope this answers your questions.

John

-----Original Message-----

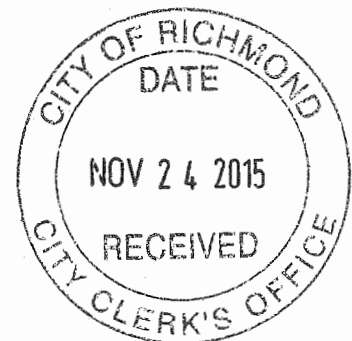
From: Alan Wong [mailto:awong2205@yahoo.com]
Sent: Monday, 23 November 2015 14:25
To: LUC (Land Use Contract)
Subject: Land Use Contract 095

Hi Richmond City Hall,

City Clerk's Office

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LUC Correspondence



I am resident of 7991 Bennett Road and we have received a booklet indicating there is an early termination bylaw 9397 for LUC 095.

We are wondering what is the effect to house as LUC 095 terminates. We would like to know because we will not be able to make it to the hearing on Nov 24.

LUC-188
(Binder 3 - Written Submissions)

Thanks.

From: ALEXANDER BRODIE <mpbrodie@shaw.ca>
Sent: Monday, 23 November 2015 15:34
To: LUC (Land Use Contract)
Subject: Land use Contracts

Alexander & Margaret Brodie
4091, Lancelot Drive
Richmond BC
V7C 4S4

November 23, 2015

To: City Clerk
Re: Land use Contract 053

Please be informed that my wife and I are not in favour of Early Termination of Land Contract. and feel that council should let the existing Land Use Contracts be left to run their course and expire in 2024.

Respectfully Submitted,

Alexander Brodie & Margaret Brodie

City Clerk's Office

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LUC Correspondence



LUC-190
(Binder 3 - Written Submissions)

From: Rae Seay <raeseay@gmail.com>
Sent: Monday, 23 November 2015 17:45
To: LUC (Land Use Contract)
Subject: Subject: Termination of Land-Use Contracts for Mirabel Court, Richmond

Subject: Termination of Land-Use Contracts for Mirabel Court, Richmond

TEXT: Attention: Mayor and members of council, City of Richmond, BC

For the record, please note that I (*we, if more than one name will be attached to the email*) support the planned application of RS1/D single-family detached residential zoning to designated properties on Mirabel Court and the west side of Gilbert Road, following the termination of Land-Use Contracts #066 and #132, as detailed in the public information notices provided by the City of Richmond.

Thank you.

(Rae and Brian Seay

8211 Mirabel Court

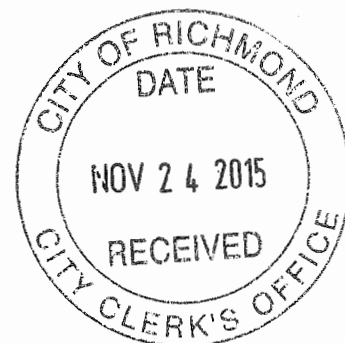
Richmond B.C.

604 275-6275

City Clerk's Office

-----75

LUC Correspondence



LUC-191
(Binder 3 - Written Submissions)

From: Michael Seidelman <bat1734@telus.net>
Sent: Monday, 23 November 2015 18:53
To: McPhail,Linda; Brodie,Malcolm; Au,Chak; Dang,Derek; Day,Carol; Johnston,Ken;
Loo,Alexa; McNulty,Bill; Steves,Harold; Weber,David
Subject: Land Use Contracts

Dear Mayor and City Councillors:

I would like to offer my SUPPORT for the EARLY TERMINATION of the Land Use Contracts.

If I am correct, homes in LUC were never intended to bypass Richmond' zoning bylaws. We are now ending up with sporadic homes in neighbourhoods that exceed size, most obvious in height, of their neighbours.

My parents bought a home in the late 70s that is identified as a LUC and they never were aware of this when they bought it or even what a LUC was until I explained it to them. They no longer own the home but it is still owned and lived in by family members who also had no idea their home fell into this category or what that meant. I think its fair to say that most owners of LUC contract homes likely also have had no idea of the fact until recently. Some of these owners may now see the possibility for a higher property value but I think very few people who had brought their property years ago knew what a LUC even was or that their home fell into the category. Expect for those wanting to profit on something they didn't know applied to them, I don't see how terminating the contracts would harm anyone.

I understand that even with the early termination, there will be a one-year grace period for developments for LUC. I would like to suggest a temporary bylaw that would prevent realtors or developers from taking advantage of this extra time and approaching homeowners with brochures or by knocking on their doors. This practice would be opportunistic and would not be in the best interest of Richmond neighbourhoods.

As well, I also understand if the Land Use Contracts are terminated early, owners of LUC homes can apply for an exemption for reasons of hardship. I would like to recommend that when applications for hardship arte made, the neighbours around the particular property will be consulted for their opinion. As you can see if you walk around the block onto Citation Way from the very obvious LUC property on Colonial Drive, a three level home like that has a direct view of all the yards in the surrounding areas. In addition to loss of sunlight for neighbours directly adjacent to a house like this, allowing an exception for one person's hardship could add to their neighbours own hardship and loss of privacy and sun as result so it only seems fair that they be consulted before a decision is made.

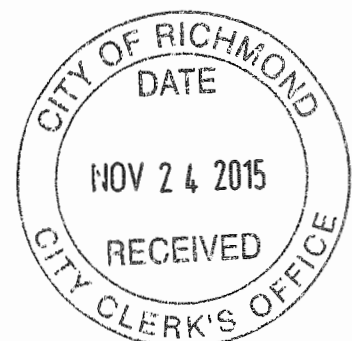
Sincerely,

Michael Seidelman
329 – 8860 No. 1 Rd
Richmond, BC

City Clerk's Office

---76

LUC Correspondence



LUC-192
(Binder 3 - Written Submissions)

From: Debbie Matsuzaki <matsuzaki@telus.net>
Sent: Monday, 23 November 2015 19:16
To: LUC (Land Use Contract)
Subject: Support for the early termination of land use contracts
Attachments: Land Use Contract - Early Termination 11131 Caravel Court Richmond.docx

Dear Sir/Madam:

Please find attached our letter in support of the early termination of land use contracts.

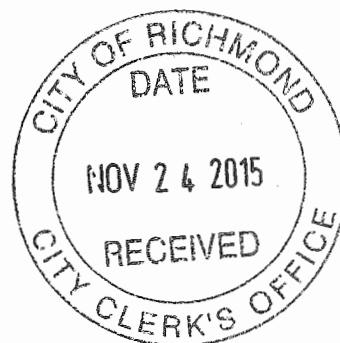
Yours truly,

Debbie and Craig Matsuzaki
11131 Caravel Court
Richmond, BC
V7E 4L2
604-828-0393

City Clerk's Office

-----77

LUC Correspondence



LUC-193
(Binder 3 - Written Submissions)

November 22, 2015

Attention: City Council
C/o The City Clerk
6911 No Three Road,
Richmond, BC
V6Y 2C1

Dear Sir/Madam:

As a 26 year resident of our neighbourhood, please accept this letter as notification of our support for the early termination of the Land Use contracts on our property and in our neighbourhood. Over the last year we have watched the ongoing demolition of existing homes and the building of new three level and flat roof properties in our neighbourhood. These new homes do not fit into any neighbourhood. The size of the new houses overshadow and encroach on many of the neighbours current homes. I am confident that council members would not want to be living in a house overshadowed by one of these three level apartment like buildings. Many of the houses built in our subdivision sit empty with the new owners never staying in them.

The only people who seem to be profiting are the developers, builders and realtors. In the last week, we have been approached by five realtors who have asked us to sell in order to allow someone to tear down and build a new house before this bylaw changes. I do not understand the need for three level, 3000 sq. foot homes on a 40x100 foot lot except to drive up housing prices so that our children cannot afford to stay in Richmond.

I do not believe that the changing of this bylaw will lower housing prices in Richmond. I am willing to accept a reduction in the value of my home to see this bylaw changed.

Yours truly,

Debbie and Craig Matsuzaki
11131 Caravel Court
Richmond, B.C.
V7E 4L2
604-275-9885

From: Sandy VanOstrand <svanostrand@sd38.bc.ca>
Sent: Monday, 23 November 2015 20:45
To: McPhail,Linda; Brodie,Malcolm; Au,Chak; Dang,Derek; Day,Carol; Johnston,Ken; Loo,Alexa; McNulty,Bill; Steves,Harold; Weber,David; MayorandCouncillors
Subject: Richmond land use contracts
Attachments: Land use contracts.docx

November 23, 2015

Dear Richmond Mayor and City Councillors,

I appreciate that you have called this special hearing and you are considering the termination of the Land Use Contracts.

Richmond residents have made it clear that they are concerned about the proliferation of over-sized homes on our residential lots. We are looking to you to protect the rights of current residents so that we may continue to enjoy living in our homes in Richmond.

We take pride in the sense of community that we have built in our neighbourhoods. These very large new homes that take away privacy and sunlight are causing friction in neighbourhoods. If this continues, it will not be the fault of the builders or the new owners. Instead, it will be the fault of the council who has not put the proper guidelines in place to ensure that this does not happen.

The Provincial government has provided us with the opportunity to regain control over Land Use contracts. Now it is time for you to follow Richmond's Official Community Plan and terminate these Land Use Contracts.

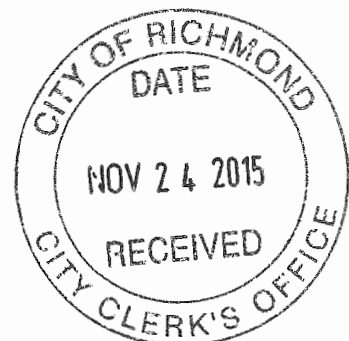
Sincerely,

Sandy and Tim VanOstrand

City Clerk's Office

----- 78

LUC Correspondence



LUC-195
(Binder 3 - Written Submissions)

November 23, 2015

Dear Richmond Mayor and City Councillors,

I appreciate that you have called this special hearing and you are considering the termination of the Land Use Contracts.

Richmond residents have made it clear that they are concerned about the proliferation of over-sized homes on our residential lots. We are looking to you to protect the rights of current residents so that we may continue to enjoy living in our homes in Richmond.

We take pride in the sense of community that we have built in our neighbourhoods. These very large new homes that take away privacy and sunlight are causing friction in neighbourhoods. If this continues, it will not be the fault of the builders or the new owners. Instead, it will be the fault of the council who has not put the proper guidelines in place to ensure that this does not happen.

The Provincial government has provided us with the opportunity to regain control over Land Use contracts. Now it is time for you to follow Richmond's Official Community Plan and terminate these Land Use Contracts.

Sincerely,

Sandy and Tim VanOstrand

From: Mary Hobbs <hobbsm@shaw.ca>
Sent: Monday, 23 November 2015 20:58
To: McPhail,Linda; Brodie,Malcolm; Au,Chak; Dang,Derek; Day,Carol; Johnston,Ken;
Loo,Alexa; McNulty,Bill; Steves,Harold; Weber,David; MayorandCouncillors
Subject: Input for LUC Public Hearing
Attachments: Input for LUC Public Hearing 23Nov2015.tif

Follow Up Flag: Follow up
Flag Status: Flagged

Hello – I have attached our signed letter to you all providing input for the Public Hearing on the Land Use Contracts scheduled for Tuesday Nov. 24, 2015.

Thank you for the opportunity to provide input into this important issue.

Mary Hobbs

Mary Hobbs
4711 Camlann Court
Richmond, BC V7C 4S1
hobbsm@shaw.ca

City Clerk's Office

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LUC Correspondence



LUC-197
(Binder 3 - Written Submissions)

November 23, 2015

4711 Camlann Court

Richmond BC V7C 4S1

To: Mayor Brodie, City Councillors & LUC Committee

We are writing in response to your request for input into the Public Meeting relating to the Land Use Contracts, scheduled for Tuesday November 24th, 2015. We, Mary & William Hobbs are

- long time citizens of Richmond (38 years) and
- homeowners who live adjacent to two of the houses identified in Land Use Contract 054 in West Richmond Area 8.(4731 Camlann Crt & 4751 Camlann Crt).

We support Richmond's City Council's proposed bylaws as they relate to all of the properties under LUC:

- to establish Zoning in those areas where properties are under the LUC's: and
- to approve the early termination of Land Use Contracts on those specific properties

Land Use Contracts have served their purpose

- Land Use Contracts were created as a land development tool to subdivide land and develop service agreements. The original contracts stated "the use and development of the lots shall conform to the provisions of the Zoning Bylaw".
- It was never the intent for Land Use Contracts to be immune from Richmond's Zoning bylaw. And Until about 2009 the City applied one zoning to bylaw to everyone.
- Over time this changed.

The Existence of Land Use Contracts Precludes Consistent Application of Zoning

Recent changes in zoning, that include height restrictions of 29 ft to control building height and massing and the elimination of 3rd story balconies, are not applicable to the redevelopment of about 4,000 LUC properties. Recent LUC rebuilds are 3 stories (35 ft or higher) with many more than twice the currently permitted density compared to zoned property. This inconsistency in building bylaws is creating problems in the community and neighborhood. Neighbours who are unlucky to be located adjacent, behind, or in front of the LUC rebuild face a loss of liveability, a loss of privacy, sunshine, green space, trees, and a rebuild very close to

their property line. These LUC rebuilds often dominate the neighborhood skyline and change the neighborhood character and sense of place.

The recent legislation for early termination allows the City Council to terminate LUC's without the consent of the landowner. The bylaw addressing the early termination process has a built in appeal mechanism through the 'Board of Variance' for homeowners who feel they may have reasons for claiming hardship with respect to land use and building construction.

The City of Richmond has a Leadership Role in Supporting Land Use Contract Early Termination:

- The Provincial government has provided the opportunity to regain control over Land Use Contracts, as lobbied by Richmond City Council (2010) and resolved by the Union of BC Municipalities.
- Richmond joins with other municipalities who are undertaking early termination of Land Use Contracts.
- Termination of Land Use Contracts is part of Richmond's Official Community Plan.

To conclude we believe that Richmond will benefit from the early termination of the Land Use Contracts and the application of consistent zoning:

- The termination process has an appeal process through the Board of Variance for affected owners.
- With consistent application of zoning bylaws in place City officials should receive fewer complaints and have fewer problems to solve.
- Early Termination is consistent with Richmond's Official Community Plan.
- Communities and neighborhoods will be happier knowing that the zoning bylaws will apply to former LUC properties.
- The landscape in neighborhoods will no longer be dominated by extremely large, in mass and height, LUC rebuilds.

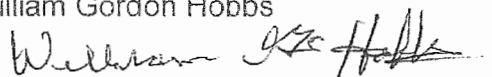
Thank you for the opportunity to have input into this very important issue.

Sincerely

Mary C Hobbs

and

William Gordon Hobbs



From: john terborg <john_terborg@hotmail.com>
Sent: Monday, 23 November 2015 21:22
To: MayorandCouncillors
Cc: Weber,David
Subject: Public Hearing Nov. 24 - I support early termination of Land Use Contracts

Mayor and Council,

I support your decision to proceed with early termination for Land Use Contracts. The years of hard work by staff, residents, study groups, and Councillors who lobbied for a just solution is only now being realized. The Provincial legislation that was created in response provides a fair process to be applied across all affected BC municipalities and matches well with the objectives in Richmond's Official Community Plan.

Land Use Contracts which were created as a development tool to subdivide land are responsible for many of Richmond's most appealing and character neighbourhoods. Having served their intended purpose the mistake that de-linked Land Use Contracts from the City's Zoning Bylaws is what is being corrected today.

It is unfortunate that this loophole that is being exploited by new rebuilds has had the exact opposite effect on the community. The excessive building that is observed does not respect neighbours and has significant impacts on neighbourhoods.

Your decision to eliminate these outdated development tools is a timely one and is much needed. The opportunity to replace Land Use Contracts with Zoning Bylaws allows the consistent application of modern land use policies and practices and will provide greater certainty and transparency for residents and those who develop and build within our community.

I look forward to your seeing this process through.

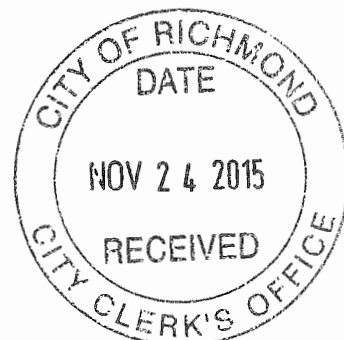
John ter Borg

5860 Sandpiper Court
Richmond, BC

City Clerk's Office

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LUC Correspondence



LUC-200
(Binder 3 - Written Submissions)

From: Carlo Pechuanco <cpechuanco@gmail.com>
Sent: Monday, 23 November 2015 22:26
To: LUC (Land Use Contract)
Subject: ATT: City Clerk RE: Bylaw 8500, Amendment Bylaw No. 9346 and Early Termination of LUC044 Bylaw No. 9347

Hello,

I am writing in response to the request for public input regarding the application of Amendment Bylaw No. 9346 and Bylaw No. 9347 which imposes early termination of Land Use Contract 044. I currently reside at 6361 Sheridan Road which would fall under zoning RS1/B if the bylaws are to pass.

Early termination of LUC044 will significantly affect the value of my property and those of my neighbors because it will severely restrict any new home buyer that wishes to purchase one of our homes and start anew; a scenario that is quite reasonable given the age of the structures in my neighborhood. The small irregular shape of our lots is what creates the challenge. The shape of our lots requires that our homes be built as zero-lot-line structures. As such, builders are already restricted in the amount of floor area that they can create. In fact, if the new zoning were to come in, it is unlikely that a structure of equal size to what is currently present could be built at all without variances approved by the city. Applying for variances is a cost and risk to potential home buyers that devalues a property.

I gather that council is considering early termination of these Land Use Contracts in response to the growing concern over monster homes in Richmond. The likelihood of someone building a monster home in one of our lots is pretty low. Even a home built to the maximum potential under the current land use contract would be quite humble in comparison to those being built around the city or even up the street on the westernmost end of Sheridan Road and Parsons Road.

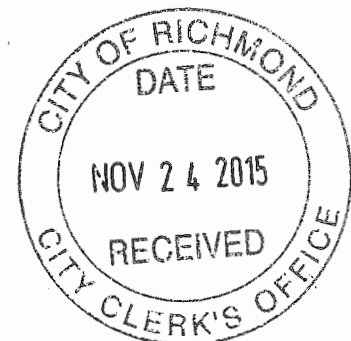
I strongly urge council to reconsider Bylaw 9346 and 9347 and consider the small families that reside in our neighborhood who depend on their homes not just for shelter, but also as a nest egg for retirement - a reality that many young families are faced with as the cost of living in the lower mainland continues to increase.

Carlo Pechuanco

City Clerk's Office

- - - - 81

LUC Correspondence



LUC-201
(Binder 3 - Written Submissions)

From: Helen Pettipiece <hpettipiece@sutton.com>
Sent: Monday, 23 November 2015 22:40
To: Brodie,Malcolm; McPhail,Linda; Au,Chak; Dang,Derek; Day,Carol; Johnston,Ken;
Loo,Alexa; Steves,Harold; Weber,David
Subject: LUC Public Hearing - November 24, 2015
Importance: High

To whom it may concern,

As a long time resident of Richmond

I support City Council's decision to proceed with the process for the termination of Land Use Contracts.....they are outdated, have served their purpose, and are no longer part of Richmond's Official Community Plan.

- It was never the intent for Land Use Contracts to be immune from Richmond's Zoning bylaw. Land Use Contracts were created as a development tool to subdivide land and promote development of livable sub-divisions.....not the demolition sites that are prevalent today.
- The same rules should apply for all. The early termination process is fair to all and has a built in appeal mechanism for homeowners should they feel they have reasons in the case of hardship. As it stands today under an LUC there is no justice or fairness for the existing homeowners like myself who have been one of the unlucky ones who has endured excessive overbuilt homes next to them
- The Provincial government has provided the opportunity to regain control over Land Use Contracts. Please do not drag your heels on this matter...time is of the essence

Sincerely,

Helen Pettipiece

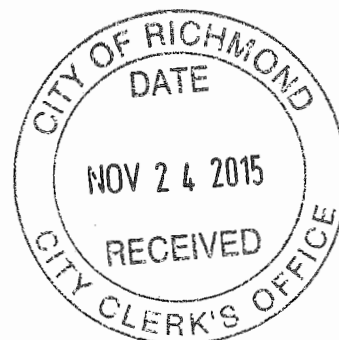
5811 Sandpiper Court,

Richmond.

City Clerk's Office

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LUC Correspondence



LUC-202
(Binder 3 - Written Submissions)

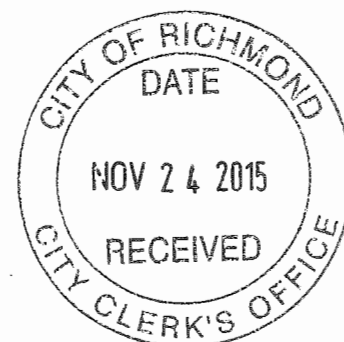
From: Lee Bennet <leebe@telus.net>
Sent: Monday, 23 November 2015 23:14
To: LUC (Land Use Contract)
Subject: Lee Bennett Submission, Luc Hearing
Attachments: Lee LUC.docx

Dear staff, please find attached my submission. Lee Bennett

City Clerk's Office

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LUC Correspondence



LUC±203
(Binder 3 - Written Submissions)

My name is Lee Bennett. I have lived at 5371 Woodpecker Drive since 1989 for 26 years. We have a great neighbourhood that provides an excellent safe and healthy environment to enjoy quality leisure time. Our children also have had the same great opportunity to be raised here and participated in many community activities and programs during their school years.

For the past 6 years, I have attended many LUC workshops, discussions and exchanges of information with city staff and council. Five and half years ago we formed a steering committee with city employees and residents to find solutions to manage the discrepancies between city bylaws and Land Use Contracts. As we know the Land Use Contract mechanism was adopted to to subdivide land in the 1970s and dated back to the original bylaw 1430. However the LUCs seem to be immune to ongoing revisions to the Richmond City bylaws.

In 2009, the operating system went off the tracks when a legal loophole in the Land Use Contract 157 was discovered, and permitted the construction of a three storey dwelling instead of traditional two storey single family homes.

Today our city council is faced with unique challenges to discharge the Land Use Contracts following the process provided by the province. We agree that early termination of the Land Use Contracts will certainly provide more stability in the administration and compliance with our current bylaw 8500. However, a number of flaws within the mechanism have been identified which may impact existing residential properties referred to as down zoning. As an example a homeowner may not be permitted to build a home of the same size if their home were destroyed by fire.

This legislated process must be fair. City staff and other groups have identified between 33 and 43 percent of homes in Land Use Contract 157 will be non-conforming, in that they will exceed the permitted total square

footage for the property. Adoption of site specific zoning for this LUC is the best solution.

I understand that there is no applicable zoning for lands encumbered by Land Use Contracts. In light of this, property owners in Land Use Contract 157 want to know what to expect in the next year until the contracts are extinguished. We are fearful that accelerated, rampant demolition will overtake our neighbourhood. If Zoning Bylaws 1430 and 5300 have been long repealed, and if Bylaw 8500 is not applicable, what rules will be in place and applied to new house construction in Land Use Contracts in the next year. In particular, will three story houses be allowed? What height restrictions will be imposed? We need fairness and equality to address these concerns.

This is the time for the Mayor and Councillors to show leadership and to consider the impact of termination of the Land Use Contracts during the entire process. I urge Council to direct staff to protect our neighbourhoods, and ensure that the interim period is not exploited now and in the future.

Yours truly,
Lee Bennett

Mayor and Councillors

From: [REDACTED]
Sent: November-23-15 11:01 PM
To: Mayor and Councillors
Subject: LUC early termination process in Richmond

Categories: 12-8060-20-009300-009485

23rd November, 2015

City Clerk's Office

- - - - 8 4

LUC Correspondence



Honorable Mayor and Council,

Today I speak before you in support of the early termination process for Land use contract properties that Richmond has begun. I speak not just as a concerned resident of Richmond but also as a LUC owner who will be affected by this decision in more than one way. Not only do I live on a LUC property, I also live next door to one that has been sold and is slated for demolition and rebuild. I feel it affords me a unique perspective to see the various sides of this issue in its fullness.

There is even greater pressure today on LUC properties to be re-built as massive homes because the city has tightened its bylaws through amendment 9280 in September this year. This urgency to re-build LUC properties is fuelled by the fact that Land Use Contracts lie outside the purview of the city's bylaws and are not subject to the city's controls on maximum height and setbacks as they are applied to non-LUC properties. The land use contracts as they stand today, offer those who wish to build outside of city's permitted bylaws, a convenient loophole and an easy opportunity to do so.

There are many LUC properties that have already been built into mansions and monster homes that tower above neighboring properties and take away a neighbor's sunlight and privacy. This building trend on LUC lots also dilutes and mocks the steps taken by city staff, residents and council earlier this year to address the trend of massification of single family homes.

However, the process of early termination set out by the city is a step forward in closing this loophole presented by LUCs and offers to bring all Richmond residents under the same set of building bylaws by the end of 2016.

Keeping LUCs in place until 2024 is not fair to those residents who do not desire to live in or next to massive overpowering homes that shadow neighboring properties. It is also not fair to those residents that do not live on LUC properties and are subject to a stricter set of building controls under the city's bylaws. In order to be fair to all, building controls and bylaws need to be the same for all residential properties.

All LUC properties are supposed to become part of the city's bylaws by 2024. However nine years is a long time in the life of a city. By then, many residential LUC lots will likely be re-built outside the rational controls of the bylaws. Right now there are many residents and neighborhoods suffering from the onslaught of massification. By then many may have given up and there may not be much left to save with respect to neighborhoods and their sense of community.

Some residents who have written to the local newspaper and city council against the early termination process have implied that building under the city's stipulated FSR would make it harder for them to accommodate older parents or children who have returned to the nest. I wish to disagree and say that Richmond's allowable FSR offers ample room to build homes to accommodate extended family commitments. This past summer, I went to an open house in my neighborhood. This home built on a 5200 square feet lot was about 2800 square feet large. It had not only a bedroom on the main floor with an attached bathroom but also had 4 bedrooms on the 2nd storey, three and a half total bathrooms, a two car garage and a green front and backyard. The point I wish to make is that we do not need to build massive homes to accommodate ageing parents or returning children and the city's bylaws very much allow for these kinds of homes to be built.

The last thing I wish to speak about as an LUC homeowner is the fear that the process of early termination will significantly impact home values. I believe that it is the world economy and how it affects the Greater Vancouver region that is the single most important factor in rising house values in the lower mainland, not just in Richmond. Any change in the LUC designation can only bring a marginal change in a home's price. A well kept home, no matter LUC or not, will sell for top dollar as long as the engines of world economy stay robust.

I do not think our decision about LUCs in Richmond will affect the world economy in any significant way. However, this decision will significantly affect the livability of Richmond over the next nine years and will define what kind of city we hope to become in the future.

To end with my own story: I feel that even early termination will perhaps be too late to change the course of the re-build next door to me. I am hoping though, that the new owners of the lot next door will pay attention to their neighborhood and not build an overpowering structure and this will spare me some sunlight on the south side of my house. I also hope that the city will be able to persuade the owners next door not to build a third storey which has been a trend on LUC lots so far.

I hope that early termination of LUC contracts will go ahead so that we have only one set of building bylaws to abide by and do not have to approach each demolition on the block with a sense of dread.

Sincerely,

[REDACTED]

[REDACTED]

Richmond ,B.C.

From: Marion Smith <marionsmith@shaw.ca>
Sent: Tuesday, 24 November 2015 07:31
To: McPhail,Linda; Brodie,Malcolm; Au,Chak; Dang,Derek; Day,Carol; Johnston,Ken;
Loo,Alexa; McNulty,Bill; Steves,Harold; Weber,David
Subject: Land Use Contracts - Public Hearing
Attachments: 2015 Nov - LUC Public Hearing - Smith.pdf

Dear Mayor and Councillors,

Attached are my comments for the public hearing.

Regards,
Marion Smith
Richmond

604-277-0259

City Clerk's Office

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LUC Correspondence



LUC-209
(Binder 3 - Written Submissions)

Marion L. Smith

6580 Mayflower Drive, Richmond, BC V7C 3X6

November 23, 2015

Mayor and Council
City of Richmond
6911 No. 3 Road
Richmond BC V6Y 2C1

Dear Mayor and Council:

Re: Public Hearing on Land Use Contracts, November 24, 2015

For Richmond citizens, a primary concern is a building bylaw that is fair to resident landowners. You are defining a bylaw for the people who actually live and pay taxes here, not for people who buy investment properties or who make their income by flipping lots or building massive dwellings for nonresidents.

We have seen the damage done to neighbourhoods by the unfettered development of huge houses. To the visitor, this city must look like a place with no building bylaw at all.

Land Use Contracts have had their day: they are not needed anymore. Now we need to bring all single family lots under the same set of rules. There will be people who complain that they are losing value, but anyone who lives in a house for a length of time will see the value of their property increase—we live in Metro Vancouver where the land supply is limited.

As you make your decision on the LUCs, please remember your residents—the people who pay taxes to three levels of government—who deserve value for their tax dollars in the form of a strong, equitable building bylaw.

Sincerely,

Marion Smith

From: Lynda Terborg <lterborg@shaw.ca>
Sent: Tuesday, 24 November 2015 07:49
To: Day,Carol; Au,Chak; McPhail,Linda; Dang,Derek; Steves,Harold; Brodie,Malcolm;
Johnston,Ken; Loo,Alexa; McNulty,Bill
Cc: CityClerk; LUC (Land Use Contract)
Subject: Richmond Public Hearing - Termination of Land Use Contract, November 24, 2015
Attachments: Public Hearing for Early Termination of Land Use Contracts.pdf

Hello Mayor and Councillors,

Please find attached,
My submission for Tuesdays Public Hearing.

Thank you for your hard work on the early termination of Land Use Contracts.
I support the City's proposed process.
I have found staff to be accommodating in our meetings with them.
I look forward to a positive meeting on Tuesday night.

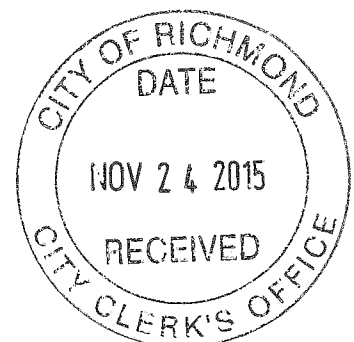
Sincerely,

Lyn ter Borg
5860 Sandpiper Court
Richmond

City Clerk's Office

- - - - 8 6

LUC Correspondence



LUC_T211
(Binder 3 - Written Submissions)

Public Hearing for Early Termination of Land Use Contracts - November 24, 2015

What does it mean?

Why are we doing this?

History The Land Use Contract was used between 1972 and 1978 to develop land. Most importantly to note, the original contracts stated "the use and development of the lots shall conform to the provisions of the Zoning Bylaw". The City has yet to call it a mistake but this link to the City's bylaw was broken when the original Zoning Bylaw 1430 was repealed and replaced by Bylaw 5300 in 1989 and again by our current Bylaw 8500 in 2009. The contract had a clause that included "amendments thereto" but did not continue on to say "and replacements thereof", as if Zoning Bylaw 1430 would exist forever. However, in effect, the City applied one zoning bylaw for everyone until approximately 2009. Every property owner was treated fairly and equally.

Reasons for Change to Zoning The effect of not including the phrase... "and replacements thereof"..., or words to that effect, is that there is no longer a link between many LUCs and modern zoning bylaws which prescribe current limits for heights, setbacks, and permitted density. Recent zoning changes (reinstatement of 25 foot maximum building heights and elimination of third storey balconies) cover approximately 15,000 zoning properties but cannot be applied to the redevelopment of approximately 4,000 LUC properties grouped within 93 LUC areas. Many of the current LUC rebuilds are to a full three stories, 35 feet high, and many are more than twice the currently permitted density (house size) compared to zoned properties.

Modern Land Use Policies In 2010, the City of Richmond took a leadership role in advocating, through the Union of British Columbia Municipalities, for Provincial legislation to create a process for early termination of Land Use Contracts. Surrey, with 8,000 properties under LUCs, has committed to early termination. The communities of Terrace and Okanagan-Similkameen have also started the early termination process this year. Vancouver is a charter city and has no LUCs to terminate. Proposed underlying zoning, for a small percentage of Richmond's total LUC properties, would be to effectively downzone the opportunity to rebuild the same size house that currently exists on the property. However this is not unique to the early termination process for LUC properties, as many "zoning" houses, built in Richmond, before 1992, were also made legally non-conforming when changes were made to permitted density.

For those who would bring up the question, the City of Richmond has been asked what options are available within the creation of underlying zoning that can address concerns about non-conformance and that do not go as far as introducing site specific zoning.



Photo: LUC property under construction, Colonial Drive

The Bylaws when passed come into effect one year after adoption. The recent legislation for early termination allows the City Council to terminate LUC's without the consent of the landowner. The legislation has also introduced an appeal process through the Board of Variance, if the owner feels that the timing of the termination of the LUC would cause the owner hardship with respect to land use and building construction. This legislated process to link LUC's to the modern zoning bylaw through the creation of underlying zoning and early termination is universal to the Province and a fair process for all.

Official Community Plan In Richmond's 2041 Official Community Plan (OCP), Section 3.2 "Neighbourhood Character and Sense of Place" has a specific objective to:

Actively explore alternatives to Land Use Contracts (LUCs) (e.g., seek Provincial legislative changes, replace LUC with appropriate zones, apply development permit guidelines) to achieve better land use management over time;

Participate For examples of houses being built on LUC properties, drive by Addison Street (north of Steveston high school), Colonial Drive (south of Grauer elementary school), or Schooner Court (north of Garry Street). Whether you own a LUC property, or live beside, behind, or across the street, the City can hear your views at the Public Hearing. The City will have over 500 demolitions this year. This is a quality of life issue for all Richmond residents.

From: Mah, Cheryl
Sent: Tuesday, 24 November 2015 08:43
To: LUC (Land Use Contract)
Subject: FW: Land use contracts and multi-family rezoning.
Attachments: banner[1].jpg

From: Day, Carol
Sent: Monday, 23 November 2015 06:23
To: Mah, Cheryl
Subject: Fwd: Land use contracts and multi-family rezoning.

Hi Cheryl

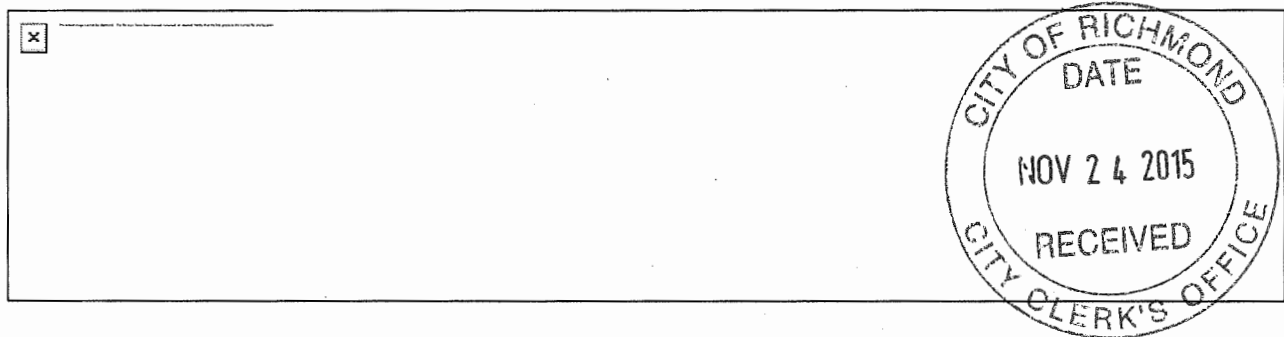
Please forward this email to the rest of council

Thanks carol

Sent from my iPhone

Begin forwarded message:

From: Anne Marie Kirkpatrick <amkirkpatrick@live.ca>
Date: November 23, 2015 at 4:09:27 PM PST
To: <cday@richmond.ca>
Subject: Land use contracts and multi-family rezoning.



Dear Carol and City Of Richmond Councillors,

I am a life time Richmond resident and a tax paying home and rental properties owner. I would like to express my concern and dislike of the current over building land use policies. I support the early termination of the current land use contracts and find many of the new homes being build are an eyesore in our neighbourhoods.

City Clerk's Office

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I also oppose the rezoning of many of our single family properties to multi family. Currently then area at Gilbert Road and Gainsborough is single family and I believe under review for multi family. There have been traffic issues for a number of years at school start and finish and increasing density would only worsen the problem ruin the appearance of the neighbourhood.

Sincerely,
Anne Marie Kirkpatrick
6580 Gainsborough Drive
Richmond, B.C.

From: Miranda MacKelworth <miranda.mackelworth@gmail.com>
Sent: Tuesday, 24 November 2015 09:48
To: LUC (Land Use Contract)
Subject: Steveston LUC
Attachments: IMG_4701.JPG; IMG_4706.JPG; IMG_4704.JPG; IMG_4705.JPG

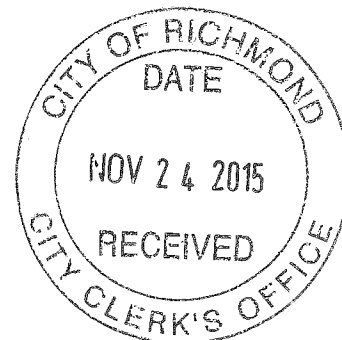
November 24, 2015

City Clerk's Office

To whom it may concern:

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LUC Correspondence



I was hoping to attend the meeting tonight regarding the LUC, but am now unable due to work commitments. I want to pass along my thoughts for consideration.

There has been much debate about this subject of land usage in our neighborhood with several large homes being built recently. I understand that some people are complaining, and 'the squeaky wheel gets the grease' but these people do not speak for everyone.

I feel very strongly that it is premature to stop development now that it has begun. Many families, including ours, have purchased homes in this specific neighborhood for the exact reason that there is the ability to redevelop to 3 levels, which is not the case in most neighborhoods. This adds considerable value to these land plots, and as such, many have cost more to purchase.

It is unthinkable to me that because of a few complaints, you would take away this option from current homeowners, effectively devaluing our property for resale by hundreds of thousands of dollars and limiting options for redevelopment. This decision should have been made before the first permits were given for these larger homes. Now that this development is underway, you can't simply eliminate the options for those of us who had purchased with thoughts of long range plans.

I think at the heart of most people's complaints is the colossal size and lack of guidelines with these new homes – and some truly are monstrosities. My question to you as a city is why you are not offering guidelines for style, square footage, roof-lines etc. to help keep these new builds within the scope of the neighborhood, instead of looking to take the entire option away from hardworking homeowners? Many developers are burying the third story into the roof-line and have taken great care architecturally, and although large, these homes add character to the street. Others look like apartment blocks, looming over the neighbors and blocking out their light. (see photo attachments).

LUC-215
(Binder 3 - Written Submissions)

Let's use some common sense here to work together to create guidelines for neighborhoods that everyone can live with, and prosper from, instead of taking away the freedom and flexibility that was promised when we bought our homes in good faith.

Respectfully,

Miranda MacKelworth

11191 Schooner Court,

Richmond BC



LUC-217
(Binder 3 - Written Submissions)



LUC-218
(Binder 3 - Written Submissions)



LUC-219
(Binder 3 - Written Submissions)



LUC-220
(Binder 3 - Written Submissions)

From: ann@familyrees.ca
Sent: Tuesday, 24 November 2015 10:21
To: McPhail,Linda; Brodie,Malcolm; Au,Chak; Dang,Derek; Day,Carol; Johnston,Ken;
Loo,Alexa; McNulty,Bill; Steves,Harold; Weber,David
Subject: LUC hearing

Hi all

As suggested by the WRAPd steering committee I am adding my voice to the discussion.

1) Land Use Contracts have served their purpose

- Land Use Contracts were created as a land development tool to subdivide land.
- It was never the intent for Land Use Contracts to be immune from Richmond's Zoning bylaw.

2) Land Use Contracts are not fair

- The early termination process is fair to all and has a built in appeal mechanism for homeowners who feel they may have reasons for hardship.
- The only fairness that does not exist is the unfairness that continues for some neighbours to have to be the unlucky ones to have to endure an excessive overbuild next to them, behind them, or in front of their property.

3) The City of Richmond has a leadership role in supporting Land Use Contract early termination

- The Provincial government has provided the opportunity to regain control over Land Use Contracts, as lobbied by Richmond City Council (2010) and resolved by the Union of BC Municipalities.
- Richmond joins with other municipalities who are undertaking early termination of Land Use Contracts.
- Termination of Land Use Contracts is part of Richmond's Official Community Plan.

Thank you

Ann Rees

A long time Richmond resident and voter

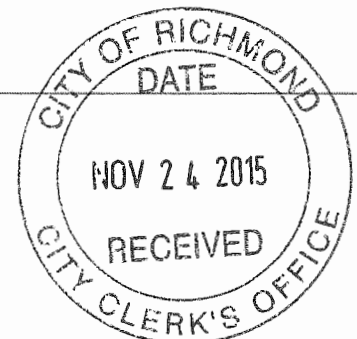


This email has been checked for viruses by Avast antivirus software.
www.avast.com

City Clerk's Office

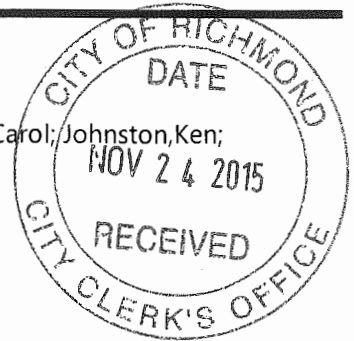
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LUC Correspondence



LUC-221
(Binder 3 - Written Submissions)

From: Norm Loo <loobros@gmail.com>
Sent: Tuesday, 24 November 2015 11:07
To: McPhail,Linda; Brodie,Malcolm; Au,Chak; Dang,Derek; Day,Carol; Johnston,Ken;
Loo,Alexa; McNulty,Bill; Steves,Harold; Weber,David
Subject: Early Termination of Land Use Contracts



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Dear Mayor Brodie and City Councillors

LUC Correspondence

As a long time residence of Richmond and Chinese immigrant we feel that Richmond City Council has not protected those who worked hard to maintain the beauty of Richmond and **through lack of policies** does not instill what Canada is about. This has encouraged a new demographic to dictate the direction of Richmond, a demographic who doesn't want to speak the language so they can be part of the community as a whole, and understand our values. Values that are good for all. Segregation in the community never has a good outcome.

Most of these immigrants came here for the quality of life and environment Canada has to offer, leaving an environment which none would want see to have happen here. The values are different here and that is what makes Canada special. The global environment is at a breaking point, and no longer can be ignored. So why would Richmond City Council be so passive in not protecting our environment as a whole and through good, fair policies, which teach newcomers how to become good Canadians, who are respectful and grateful to the land, as we all should be?

We as Canadians welcome new immigrants, but at the same time we expected the value of the land and rights of all Canadians to be upheld, by our City Council. **For years having permitted massing housing and ignoring the profound animosity created by favouring one sector of people rights over the population that paved the way for Richmond is irresponsible at best.**

Richmond has been know as a friendly city, with people caring for each other and the environment in which we live. The fortresses entering these new homes shows an attitude of unwelcoming in the neighbourhood. New houses can be easily spotted, not just for its massive sizing, but for the lack of green on these properties, which will cost us our air quality.

Massive housing is all part of the global warming, and most are uninhabited. We all have a responsibility to do our part. Just because we can doesn't mean we should.

Richmond Council needs to bring about policies that encourage the true value of Richmond for the land and its people.

I support City Council's decision to proceed with the process for the termination of Land Use Contracts, because...

1) Land Use Contracts have served their purpose

- Land Use Contracts were created as a land development tool to subdivide land.
- It was never the intent for Land Use Contracts to be immune from Richmond's Zoning bylaw.

2) Land Use Contracts are not fair

- The early termination process is fair to all and has a built in appeal mechanism for homeowners who feel they may have reasons for hardship.

- The only fairness that does not exist is the unfairness that continues for some neighbours to have to be the unlucky ones to have to endure an excessive overbuild next to them, behind them, or in front of their property.

3) The City of Richmond has a leadership role in supporting Land Use Contract early termination

- The Provincial government has provided the opportunity to regain control over Land Use Contracts, as lobbied by Richmond City Council (2010) and resolved by the Union of BC Municipalities.
- Richmond joins with other municipalities who are undertaking early termination of Land Use Contracts.
- Termination of Land Use Contracts is part of Richmond's Official Community Plan.

Thank you
Bev Loo

From: Ted Bruce <tedbruce51@gmail.com>
Sent: Monday, 23 November 2015 15:52
To: LUC (Land Use Contract)
Subject: Land Use Contract 052

I am writing to comment on Richmond Zoning Bylaw 8500 Amendment Bylaw No 9354. I received a large document outlining the changes proposed including changes in zoning to a street with houses that back onto my property. Upon reading this document, I was disappointed that it incorporated little in the way of explanation in plain language about the nature of the changes. Through an email exchange, staff provided some very helpful clarification of the technical elements in the proposal. What is clearly lacking, however, is any overview or discussion of the rationale for changes in zoning. It appears there will be changes in height restrictions and in provision for secondary suites and home based businesses. While I might support these measures, my view is very subjective and the document sent to Richmond residents does virtually nothing to explain the relevant issues and proposals to the residents of our community. If the City truly wishes to enter into a dialogue about zoning issues, it could do more to explain the thinking and implications behind the proposed changes.

Without some objective information about the potential implications of the proposed changes, my initial reaction is as follows:

Allowing secondary suites is a commendable change given the issue of housing affordability. Allowing for extra floor space or height alone however does nothing to ensure this happens and in many cases larger homes are simply incorporating design elements to increase living space for status reasons and not to respond to a true need for space. More compact designs would seem to be a better approach unless the additional space is truly designed to improve housing accessibility and affordability. It might be worth considering some additional requirements on increased size so that there is some assurance that the zoning achieves an overall community housing objective such as an increase in legal secondary suites.

I believe it would be useful for the City of Richmond to provide an analysis of the proposed changes and their implications on issues such as housing affordability and accessibility, parking and traffic when requesting comment on zoning changes.

Thank-you for the opportunity to comment.

--
Ted Bruce
Cell - 778-870-1663

City Clerk's Office

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LUC Correspondence



LUC-224
(Binder 3 - Written Submissions)

November 23, 2015

By email

City of Richmond
6911 No. 3 Road
Richmond, BC

Attention: Mayor Brodie and Councillors Au, Dang, Day, Johnston, Loo, McNulty,
McPhail and Steves

**Subject: At least one speculator eyeing Monster House payday to beat expected
cancellations of Land-Use Contracts over Mirabel Court-Gilbert Road area**

I write in support of the laudable initiative by the City of Richmond's elected representatives, with the support of professional staff, to expedite the early termination of Land-Use Contracts and to replace them with a common suite of zoning principles to guide future responsible and sustainable growth of our community's neighbourhoods.

Specifically, I support the proposal to scrap Land-Use Contracts Nos. 066 and 132, which presently apply to approximately 80% of the single-family properties on Mirabel Court and the west side of Gilbert Road, in the Blundell Neighbourhood, and to replace them with RS1/D zonings for continuing single-family residential uses. I know that I share with many of my neighbours a keen desire to see that all LUC lots are brought into conformance with protections and development guidance inherent in Richmond's zoning bylaw as soon as possible.

It is essential to bear in mind the declared foundational objective of Richmond's Official Community Plan to 1) protect single-family neighbourhoods outside the city centre, 2) encourage the compatibility of single-family housing and 3) respect community values. Much already has been said publicly about the appalling abuses of these principles, apparently legitimized by lax LUCs that have been exploited by elements within the development sector to fuel the mega-housing blight that has been indiscriminately inflicted on neighbours and neighbourhoods.

One speculator-property owner in the Mirabel-Gilbert micro-neighbourhood readily admits that he sees the impending cancellation of his LUC as an incentive to cash in by selling the house he's been renting. He says he's been assured that a new Monster House can be built on his lot, standing a full three-storeys high and containing more than 8,500 square feet of space – **which would be well over 300% larger than most of the existing houses within the two LUCs.**

It is further confirmation that early termination of LUCs is the only reasonable and responsible course for Richmond. I thank you in anticipation of your continued leadership in moving to halt further spread of what has become Richmond's dark legacy of LUCs.

Yours sincerely,

Robert Williamson

8166 Mirabel Court
Richmond, BC

City Clerk's Office

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LUC Correspondence



LUC-225

(Binder 3 - Written Submissions)

Mayor and Councillors

From: Darren Bernaerdt <dbernaerdt@yahoo.com>
Sent: November-24-15 7:24 AM
To: Mayor and Councillors
Subject: Land Use Contract hearing

Categories: 12-8060-20-009300-009485

Please consider this email a submission for the Land Use Contract Hearing that is being held this evening. I am not able to attend due to my work schedule - oddly enough, trying to earn enough to afford a townhouse in Richmond, let alone a single family home.

When this house at Windjammer and Schooner hit 3 floors, my 10 year old daughter asked why they were building an apartment behind our townhouse. The roof is now on and it's a full three stories with a sloped roof. The massing of this house is completely out of place in our Steveston neighbourhood. Developers (and homeowners) try to make a case about property values, but it's the residents of these areas that have to live with these extreme monster homes.

I beg you to take a leadership role in ensuring these types of homes never make it into Richmond neighbourhoods. They are not appropriate and reduce the quality of life. If these were being built on half acre rural lots it might make sense, however they aren't. These are small Steveston lots.

Please champion the "little guy" on this issue. We're standing in the shadows of these monsters.

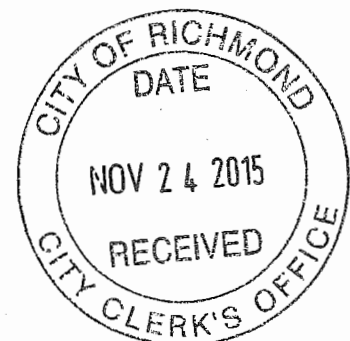
Regards,

Darren Bernaerdt
#10 - 4771 Garry Street
Richmond, BC
dbernaerdt@yahoo.com
604.789.8248

City Clerk's Office

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LUC Correspondence



LUC-226
(Binder 3 - Written Submissions)



LUC-227
(Binder 3 - Written Submissions)

From: joseph lai <josephlai57@gmail.com>
Sent: Tuesday, 24 November 2015 08:31
To: LUC (Land Use Contract)
Subject: zoning of 4291 Cabot Dr.

Hi Sirs,

Understand that my propriety is under the Land Use Contract no. 42, you know I'm getting old and I believe someday I'll need to move my bedroom to ground floor. Therefore I might need to rebuild my house to detached home to suite our need hope that you can support us.

Best regards

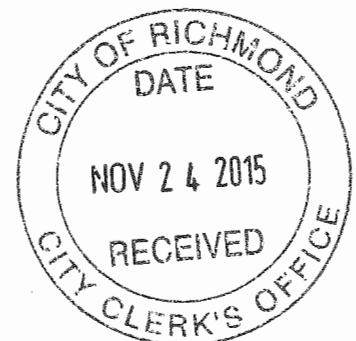
Joseph Lai

Sent from Mail for Windows 10

City Clerk's Office

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LUC Correspondence



LUC-228
(Binder 3 - Written Submissions)

From: LUC (Land Use Contract)
Sent: Tuesday, 24 November 2015 08:40
To: 'J. L.'
Subject: RE: Notice of Public Hearing relating to Land Use Contracts

Jeff,

You are correct in that each house is on a fee simple lot – there is no strata to regulate building materials and colours.

John

From: J. L. [mailto:jefferylijj@hotmail.com]
Sent: Monday, 23 November 2015 21:07
To: LUC (Land Use Contract)
Subject: Re: Notice of Public Hearing relating to Land Use Contracts

John,

Thanks for the response.

One more question is TO UNDERSTAND the definition in ZS24:

“Single semi-detached zero lot line dwellings” is still Single House, not Duplex, correct? We don’t have to get neighbour’s agreement to change like roof, exterior color, etc, do we?

Jeff

From: LUC (Land Use Contract)
Sent: Monday, November 23, 2015 9:15 AM
To: 'J. L.'
Subject: RE: Notice of Public Hearing relating to Land Use Contracts

Jeffery,

Thank you for your email. The proposed ZS24 essentially reflects what is built. Therefore a house that is attached or semi-detached to another house can remain, and if rebuilt would have to be attached or semi-detached. The proposed ZS24 zone indicates which homes are single-detached, and those homes can remain single-detached or be rebuilt as semi-detached provided that one side is built to the lot line. If you wished to rebuild as a single-detached house, and assuming that the early termination bylaws are all adopted, you could apply to rezone your property to allow a single-detached home. This would allow staff to review the unique siting characteristics and address any issues relating to the wall of the neighbouring house.

John

From: J. L. [mailto:jefferylijj@hotmail.com]
Sent: Sunday, 22 November 2015 23:14
To: LUC (Land Use Contract)
Subject: Notice of Public Hearing relating to Land Use Contracts
Importance: High

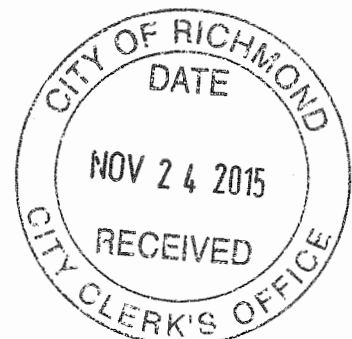
City Clerk's Office

Hi there,

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LUC Correspondence

LUC-229
(Binder 3 - Written Submissions)



I am writing to object the proposal of early termination of LUC by end of 2016. I prefer to have them expired as scheduled 2024.

I own the property at 4251 Tyson PI which has zero land line. In order to access the impact for early termination of LUC, can you please provide the following confirmation?

LUC042

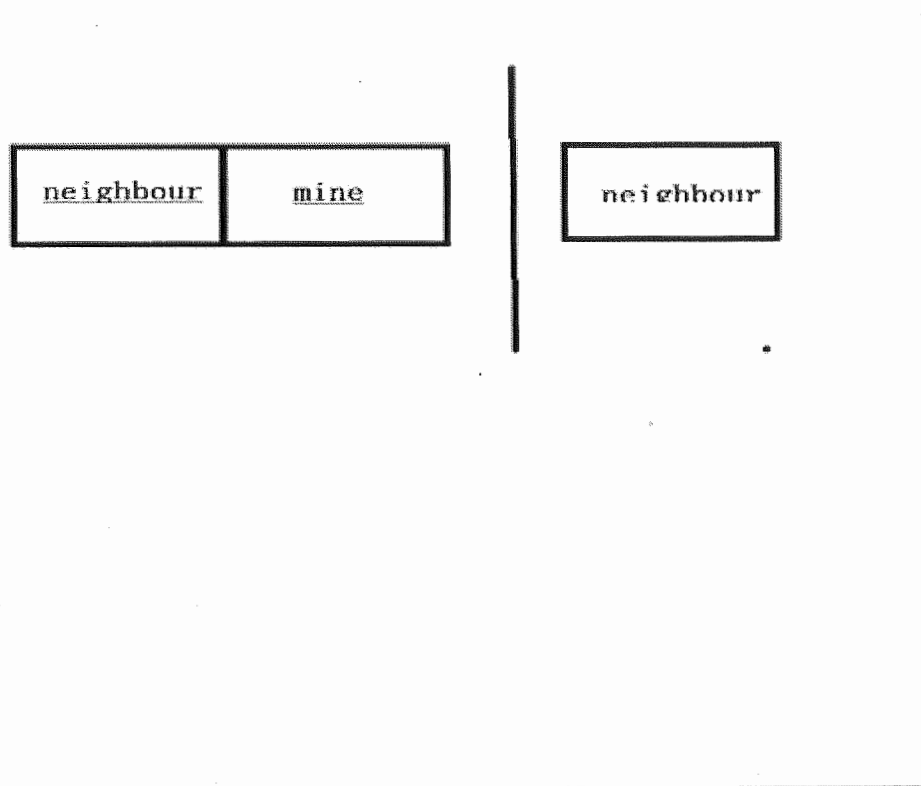
Side Setback (min) As per drawings (1.2 m on one side only)

ZS24

1.2 m on one side and 0 m on the other side

Under new zoning ZS24, can we rebuilt a new house apart from the neighbour's(will recover neighbour's wall) so it can be totally detached? Like the drawing below?

Current:



after Re-built:



Thanks.

Jeffrey Li

MayorandCouncillors

From: MayorandCouncillors
Subject: FW: Send a Submission Online

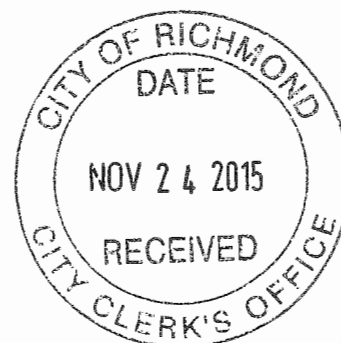
Sent: Tuesday, 24 November 2015 09:07
To: MayorandCouncillors

Your Name	Wendy Yang
Your Address	7508 Williams Rd
Subject Property Address OR Bylaw Number	For land use contract
Comments	I against the bylaw change.

City Clerk's Office

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LUC Correspondence



LUC-232
(Binder 3 - Written Submissions)

MayorandCouncillors

From: MayorandCouncillors

Sent: Tuesday, 24 November 2015 09:50

To: MayorandCouncillors

Your Name	Marilyn Glier
Your Address	9191 Maskall Drive
Subject Property Address OR Bylaw Number	9191 Maskall Drive
Comments	<p>I am firmly against changing the LUC before 2024. It is unfair for Council to terminate the LUC before this time. We bought the house knowing we have until 2024 to either sell before this date or renovate. We now have to make that decision quickly and unexpectedly earlier than planned. We accepted the LUC to 2024 when we purchased the house now the goal posts have changed mid game, not fair. We are also concerned about the frontage we will lose under the new zoning. Our garage is currently 10' from the property line according to the LUC. The new zoning of 20' frontage would mean the location of our garage would not conform to the new zoning. As a result if we chose to renovate or change the foot print of our house then we would have to alter the whole look of our house. We do not have much frontage on Maskall Drive to begin with. As a result we would have a very different looking house as compared to all others in the heighbourhood. We would also lose the ability to build a bigger house if we do not act quickly and therefore lose thousands of dollars if we chose to wait past the one year period. Also anyone wanting to buy our property past the one year period would not be paying for the potential to build a bigger house. The rush to do this is not fair to people in the LUC and therefore i am against this early termination. I my opinion this will cause more home owners , like myself, to consider changing the foot print of their houses before the one year period. This will change the look of many neighbourhoods and create a bigger issue for those against inappropriate development. The other issue i have is if our house burned down after the one year and we had to replace it under the new bylaw. it would look entirely different than others in our area especially the frontage. I put my name on the land title when i bought my house agreeing to the terms of the LUC to 2024. I dont believe you have the right to terminate the LUC before 2024. It is not fair considering we who own property under these contracts are not asking for this termination. Please consider allowing the LUC to run its course to 2024. Sincerely Marilyn</p>

City Clerk's Office

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LUC Correspondence



LUC+233

(Binder 3 - Written Submissions)

From: LUC (Land Use Contract)
Sent: Tuesday, 1 September 2015 08:42
To: 'Yi-Kai Lee'
Subject: RE: Copy of Land Use Contract- 4240 LanceLot Drive, Ming Residence

Jerry,

Thank you for your email. Copies of LUCs registered on title to affected properties may be obtained from the BC Land Titles Office. Information pertaining to the BC land Titles Office can be found at:

<http://www.ltsa.ca/>

John

From: Yi-Kai Lee [<mailto:yikaijlee@gmail.com>]
Sent: Saturday, 29 August 2015 06:57
To: LUC (Land Use Contract)
Subject: Copy of Land Use Contract- 4240 LanceLot Drive, Ming Residence

Hello,

I am the designer for the client of the existing house on 4240 Lancelot Drive who wish to make an addition to their residence. I am wonder where I can get a copy of the land use contract in zone 043, registration number RD34645. I have already conducted a title search in hopes that it would be attached to the title. But there was no such luck. Please let me know if there are other ways of obtaining the contract. Thank you.

Cheers,
Jerry Lee
Metrotower II
4720 Kingsway
Suite 2600
Burnaby
BC V5H 4N2
Mobile: 778-388-8637



CITY OF RICHMOND ASSOCIATION

City Clerk's Office

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LUC Correspondence



LUC-234
(Binder 3 - Written Submissions)

From: Security Alert <bobalddcorn@shaw.ca>
Sent: Sunday, 22 November 2015 10:51
To: LUC (Land Use Contract)
Subject: Re: My property affected by LUC

I went to the open house and most of my questions were answered. The only change that might reduce the value of my property is the reduced height.

Sent from my iPhone

> On Nov 20, 2015, at 9:45 AM, LUC (Land Use Contract) <LUC@richmond.ca> wrote:

>

> Dear Sir,

>

> Could you please clarify whether you want your recent correspondence with the City to be included as part of the Public Hearing correspondence?

>

> If your answer is "yes", then your correspondence will be made available to the Mayor and Councillors and to the public (on the City website) as part of the agenda materials for the public hearing on Land Use Contracts.

>

> If your intention was just for staff to answer some questions for you, please let us know.

>

> If we do not hear back from you on this question, we will assume that your intention was to include the letter with the public hearing agenda.

>

> Thank you,

>

> City Clerk's Office

>

> -----Original Message-----

> From: Security Alert [<mailto:bobalddcorn@shaw.ca>]

> Sent: Monday, 19 October 2015 10:06

> To: LUC (Land Use Contract)

> Subject: Re: My property affected by LUC

>

> Thank you

>

> Sent from my iPhone

>

>> On Oct 19, 2015, at 9:20 AM, LUC (Land Use Contract) <LUC@richmond.ca> wrote:

>>

>> To whom it may concern,

>>

>> Thank you for your inquiry. There is no easy way to measure the impacts on potential property values. If the early termination bylaws are adopted following the November 24th Public Hearing date, then the bylaws would not take affect for at least 1 year following bylaw adoption. You would have the ability to submit a complete building permit application under the existing land use contract for a 1-year period before the new zoning takes effect.

>>

City Clerk's Office

2015-10-19

LUC Correspondence



>> For further details on the early termination of land use contracts, you can go the following link:

>>

>> <http://www.richmond.ca/plandev/planning2/projects/LUC.htm>

>>

>> John

>>

>> -----Original Message-----

>> From: Security Alert [mailto:bobalddcorn@shaw.ca]

>> Sent: Friday, 16 October 2015 06:33

>> To: LUC (Land Use Contract)

>> Subject: My property affected by LUC

>>

>> What is the effect of the expropriation bylaw proposed by the planning department on the potential value of my property. Thanks.

>>

>> Sent from my iPhone

From: Liz Hardacre <littlelily@telus.net>
Sent: Monday, 23 November 2015 23:51
To: Day,Carol; Au,Chak; McPhail,Linda; Dang,Derek; Steves,Harold; Brodie,Malcolm;
Johnston,Ken; Loo,Alexa; McNulty,Bill
Cc: LUC (Land Use Contract); CityClerk
Subject: Land Use Contract 157 Public Hearing Submission
Attachments: Land Use Contract Public Hearing Submission.doc

Please review my submission to the Land Use Contract Public Hearing, November 24, 2015.
Thank you.

Elizabeth Hardacre
5391 Woodpecker Drive
Richmond BC
V7E 5P4

City Clerk's Office

--- 100

LUC Correspondence



LUC-237
(Binder 3 - Written Submissions)

ELIZABETH HARDACRE
5391 WOODPECKER DRIVE
RICHMOND, BC
V7E 5P4
604 277 2959
lizhardacre@icloud.com

November 23, 2015

City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

RE: Land Use Contracts Public Hearing November 24, 2015 - Submission

Dear Mayor and Councillors:

My home is in Land Use Contract 157 which has unique circumstances and poses particular challenges in the process to eliminate Land Use Contracts.

I support the City's decision to proactively extinguish Land Use Contracts in Richmond as soon as possible. I believe the process is just, in that it allows a reasonable implementation period of one year; an appeal process for those who choose to avail themselves of it; and will expand Richmond's lawful Zoning Bylaw 8500 universally throughout the City. The plan to eliminate LUCs has been far too long in coming, but now that it is here I welcome it.

However, I don't think it is well understood by many people that the action the City is proposing is actually a two-phase process. The second phase is the elimination of LUCs, which will move thousands of houses into compliance with Zoning Bylaw 8500. I believe this will check the rampant redevelopment of properties that has scarred some neighbourhoods at the expense of neighbourhood livability.

But the first phase of this proposed legislation is also a very necessary one, and this is the part of the process that is problematic. I am speaking of the rezoning phase: the legislation that assigns a zoning classification to all former LUC properties in line with comparable properties elsewhere in Richmond. Some homeowners in my neighbourhood, including myself, have recently learned that their houses which were legally built under the LUC rules for our neighbourhood in the past, will no longer be considered in compliance under the new zoning, and will become "non-conforming." What this means for us is that the proposed new zoning classification will not allow our homes to be rebuilt according to the same area and dimensions that we have now. This may become a significant issue if our house burns to the ground and we attempt to replace it.

For example, under the new zoning assigned to our home, a dwelling that is two storeys high and less than 3000 square feet, my husband and I would not be permitted to rebuild to the existing state in the event of a catastrophic fire. Is it not reasonable that this modest house, that is in keeping with the rest of the neighbourhood, was legally built and conforms to all required setbacks, be reconstructed to its existing floor plan and dimensions? If the next owner of my house decides to demolish it and re-build, is it not reasonable that the original house should be

the template? There needs to be a grandfathering provision in the zoning to circumvent this kind of anomaly.

There are many non-conforming property owners who object to the "down-zoning" of their properties and perceive that their property values will suffer. This should not be confused with the idea that former LUC properties will be less desirable than they have been of late because the Zoning Bylaw is more restrictive than LUC rules. I am talking about a different problem that will emerge because of mass rezoning. In LUC 157, properties may be devalued because the new zoning ascribed to them has reduced the allowable area calculated for their actual house or its replacement.

Land Use Contract 157 has a significant number of "down-zoned" properties. City staff has estimated the number of homes that will be deemed non-conforming to be about 30%. Using data provided by the BC Assessment Authority, independent researchers have estimated that closer to 43% of homes in LUC 157 will become non-conforming. Regardless of the figure you accept, it is clear that the uniformity that exists in many neighbourhoods throughout Richmond that allows zoning assignment to be reasonably and consistently applied, simply does not exist in LUC 157.

Here is the reason: LUC 157 was built in three distinct phases and comprises a variety of home sizes, styles and price ranges. Frontages, lot widths and lot areas are significantly varied, even on the same street. The original developer planned a heterogeneous community, and was encouraged and applauded by the City for doing so. These are features that Richmond should be striving to emulate in other neighbourhoods to create housing stock diversity.

The City is proposing a number of different sub-zones, A, B, C and D in existing LUC districts based on the average lot and house size for each one. This has been done throughout the City, and for the most part it works because the properties in the majority of other LUC districts have much more uniformity. But it will not work in LUC 157 because there are too many outliers. There is just too much variation, even between neighbouring homes. Those who closely match the average Richmond lot in zone subcategory 'D' are ok. Those who do not, and they are a significant number, will be penalized. This is patently unfair.

Here is what I would like to see: Instead of assigning the sub-zone 'D' to LUC 157 and forcing our properties, whether big or small, to fit the zoning, flip the process around and apply zoning that fits our houses. There is precedent for this in the process. Parts of Terra Nova and now Yoshida Court are classified as ZS, which allows these pockets to be addressed separately in recognition of their unique features. The unique aspect of LUC 157 is the considerable variation in its existing house sizes and lot sizes. The underlying zoning must be accurate. Zoning that is appropriate for other 'D' neighbourhoods could have unwitting and perhaps detrimental implications for ours. We need to have zoning that recognizes unique attributes and potential problems, and implements grandfather clauses and other strategies to preserve the singular aspects of our neighbourhood.

This is an easy fix and it will not hold up the LUC termination process for the vast majority of neighbourhoods that have been correctly zoned. It will enable the City to address the concerns of

homeowners in LUC 157 and work with them to preserve their ownership rights, their investment and the character of this diverse and appealing neighbourhood.

I am not asking that the termination process be delayed. It would appear the majority of Land Use Contracts do not have significant non-conformance issues. Nor am I suggesting that my neighbourhood be given some form of relief from the Zoning Bylaw. The message I want to convey to Council is to get the underlying zoning right at the start. If 30 to 43% of existing houses in my neighbourhood become non-conforming overnight, then the zoning has not been applied correctly.

This evening, please amend Amendment Bylaw No. 9474 as it relates to Land Use Contract 157 and replace the proposed underlying zoning to a ZS zone for this area. If that is not possible immediately, please remove LUC 157 from tonight's deliberation in order to allow the appropriate changes to create underlying ZS zoning and bring these changes back at the next Public Hearing opportunity.

Yours truly,

Elizabeth Hardacre

cc.

luc@richmond.ca

cityclerk@richmond.ca

Mayor Malcolm Brodie

Councillor Derek Dang

Councillor Linda McPhail

Councillor Bill McNulty

Councillor Harold Steves

Councillor Ken Johnston

Councillor Carol Day

Councillor Chak Au

Councillor Alexa Loo

From: Craig, Wayne
Sent: Tuesday, 24 November 2015 13:05
To: Day,Carol; Au,Chak; McPhail,Linda; Dang,Derek; Steves,Harold; Brodie,Malcolm; Johnston,Ken; Loo,Alexa; McNulty,Bill
Cc: LUC (Land Use Contract); Erceg, Joe; Hopkins,John
Subject: RE: Land Use Contract 157 Public Hearing Submission
Attachments: Land Use Contract Public Hearing Submission.doc; Summary of Issues on Proposed Underlying Zoning and Early Termination of Single-Family LUCs.pdf

To Mayor and Councillors,

Staff are aware that there are some properties in certain LUC areas that may not conform to the proposed underlying zoning being recommended by staff. The issue of non-conforming properties was identified in a memo to Mayor and Councillors that was distributed as part of the public hearing agenda package (see attached PDF). This memo indicates that when applying the RS1 zone to almost 4,000 single-family properties, there will be some properties that will not conform to the underlying zoning as it relates to building setbacks or the livable floor area is larger than what the RS1 zone would permit. The concerns associated with non-conformity related to overall house size has been identified by some residents in LUC157 (Westwind), but this situation also exists in LUC134 (Tiffany Estates), and LUC 146 (Woodwards & Railway area).

Existing houses that were lawfully built will be granted legal non-conforming protection in accordance with the Local Government Act. The legal non-conforming status ensures these buildings and structures have the ability to be retained in perpetuity (including the ability to conduct renovations to these structures). This legal non-conforming status encourages the retention of the original housing stock which also serves to preserve the established character of the neighbourhood.

Following the public hearing, Council may consider the following options.

- The bylaws have been separated so that the bylaws for any specific LUC area could be referred back to staff, however, if the underlying zoning bylaw for an area is referred back to staff it will delay the potential termination date of the LUC as Mayor and Council are not able to adopt the early termination bylaw unless underlying zoning is in place. It is further noted that referring underlying zoning bylaws back to staff with specific direction to create neighborhood specific zoning would be difficult to establish for one neighborhood without considering establishing such an approach for another neighborhood. Establish neighborhood specific zoning will require staff time to negotiate, prepare and bring back to Mayor and Council for consideration which will displace other planning initiatives.
- Mayor and Council could proceed with the adoption of the proposed bylaws and advise individual property owners that have non-conforming situations related to overall house size that they may submit individual rezoning applications to consider site specific zoning on their specific lot should they wish to redevelop the lot with new house that is consistent with the size of the original housing stock. This type of site specific rezoning application would provide the opportunity to address any concerns related to overall house size or setbacks at the time of redevelopment while also providing the opportunity for design input through the statutory rezoning process.

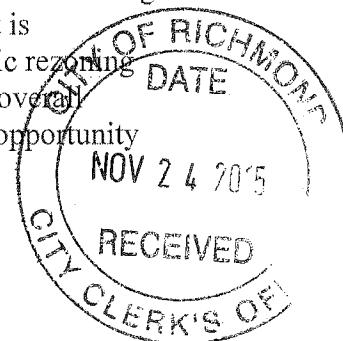
City Clerk's Office

--- 101

LUC Correspondence

LUC-241

(Binder 3 - Written Submissions)



Should you have any questions regarding this information, please do not hesitate to contact me directly. Thanks

Wayne Craig

Director of Development

City of Richmond

Tel: 604-247-4625

Fax: 604-276-4052

Email: wcraig@richmond.ca

From: Liz Hardacre <littlelily@telus.net>

Date: November 23, 2015 at 11:51:29 PM PST

To: <cday@richmond.ca>, <cau@richmond.ca>, <lmcp hail@richmond.ca>, <ddang@richmond.ca>, <hsteves@richmond.ca>, <mbrodie@richmond.ca>, <kjohnston@richmond.ca>, <aloo@richmond.ca>, <bmcnulty@richmond.ca>

Cc: <luc@richmond.ca>, <cityclerk@richmond.ca>

Subject: Land Use Contract 157 Public Hearing Submission

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City of Richmond

Memorandum Planning and Development Division Development Applications

To: Mayor and Councillors
From: Wayne Craig
Director of Development
Date: November 20, 2015
File: 08-4430-03-11/2015-Vol 01
Re: **Summary of Issues on Proposed Underlying Zoning and Early Termination of Single-Family Land Use Contracts Since Public Hearing Notification**

Starting on Monday, November 9, 2015, over 12,000 Richmond residents (tenants and property owners) began receiving the notice of public hearing on the proposed underlying zoning and early termination of single-family land use contracts (LUC). The public hearing notice was a 112-page booklet that outlined the proposed bylaws for 93 separate LUC areas which included maps and a list of addresses for affected properties. Additionally, two 16-page newspaper inserts were included in the November 13, 2015 and November 18, 2015 publications of the Richmond News advising residents of the upcoming public hearing scheduled for November 24, 2015 beginning at 7pm at the Executive Airport Plaza Hotel (7311 Westminster Highway).

Residents and property owners have been encouraged to go online at the City's webpage (<http://www.richmond.ca/plandev/planning2/projects/LUC.htm>), drop by City Hall, phone the LUC phone line at 604-204-8626 or send an email to luc@richmond.ca to obtain additional information.

Since November 9, 2015, staff have received close to 200 phone calls and emails. Staff have also met with several residents to discuss particular aspects of the bylaws. Listed below is a summary of the issues that have been brought forward to date.

General Inquiries

In general, the public hearing notice was well received and most residents who contacted the City were able to navigate through the booklet to find their property. However, a number of residents who called were unclear of the intent of the proposed bylaws, or were looking for clarification. Once staff provided an explanation, most residents were either neutral or supportive of terminating LUCs. It was also found that once residents reviewed the contents on the City's website, including the frequently asked questions (Attachment 1), they had a better idea on why Council is considering the proposed bylaws.

Some residents who sent in emails were looking for information to compare their LUC regulations and the proposed zoning. Staff were able to direct those residents to the LUC summary pages which compared some of the key regulations such as maximum floor area, height, and lot coverage, and minimum setbacks. This proved to be helpful in assisting residents to understand the implications of the bylaws.



Timing of the Early Termination of Land Use Contracts

Some residents have expressed concern about the timing of the early termination of LUCs and expressed a preference to let them terminate at the sunset date of June 30, 2024 as stipulated in the *Local Government Act*.

Development Potential for Single-Family Dwellings

Residents were somewhat polarized on this issue. Some residents were pleased that most single-family LUC areas would be zoned to RS1, and that the majority of single-family properties would be subject to the same development regulations as the other 21,000 single-family properties zoned as RS1. Other residents expressed concern that they were losing development potential and that they had purchased their property to build a larger house for extended family at a later date. Those residents were notified that the City's Board of Variance has been given new authority through the new Provincial legislation to consider appeals by a property owner regarding timing of the LUC termination date due to hardship.

Potential Impact on Property Values

For most residents who expressed concern that they were losing development potential under the proposed RS1 zone, they also expressed concern that this would have a negative impact on their property value. As there are several factors involved in assessing property values, it would be difficult to accurately measure the exact impact from the early termination of land use contracts. Although there may be a reduction in the maximum floor area and height potential of a new dwelling, the RS1 zone allows a range of secondary uses including a secondary suite, boarding and lodging and home businesses such as a child care facility for up to 10 children, and licensed home offices, subject to certain regulations. It's important to note that Section 914 of the *Local Government Act* states that compensation is not payable to any person for any reduction in the value of that person's interest in land, or for any loss or damages that result from the termination of a land use contract under Section 914.1 of the *Local Government Act*.

Legal Non-Conformities

When applying the RS1 zone to almost 4,000 single-family properties, there will be some properties that will not conform to the bylaw as the setbacks may not conform, or the livable floor area is larger than what the RS1 zone would permit. This has been an issue and concern for some residents in LUC157 which is located in the Westwind neighbourhood, but is also an issue in a few other LUC areas. Listed below is a summary of some of the non-conformities that would occur if the proposed bylaws are adopted:

Floor Area	Setbacks
Most homes that were built during the 1970s and early 1980s under LUC would conform to today's RS1 zone. However, housing trends in the 1980s started to include homes with a larger floor area. Some homes built towards the end of the LUC era, during the early to mid 1980s, may be larger than what is permitted under the RS1 zone. The vast majority of those homes are no larger than 46 m ² (496 ft ²) greater than the maximum allowable under the RS1 zone.	Some LUC properties have setbacks that do not conform to the RS1 zoning standard. In particular, there are a number of LUCs that allow a minimum 4.5m (14.8 ft) front setback whereas the RS1 zone has a minimum front setback of 6 m (19.7 ft). In other situations, there are some LUCs where single detached dwellings are built to one of the side lot lines.

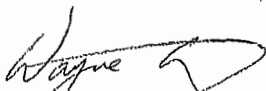
Existing buildings and structures which were lawfully built will have legal non-conforming protection. The retention of these buildings and structures would include the ability to fully renovate thus preserving the established character of the neighbourhood. All new buildings and structures will have to comply with the underlying zoning regulations in place when a building permit application is submitted. Council would possess the ability to consider individual rezoning applications to address site specific issues related to overall house size or setbacks and this would provide an opportunity for design input through the statutory rezoning process.

Zero Lot Line Properties

Four (4) separate LUCs are for neighbourhoods where the dwelling unit is built to one of the side lot lines. In most cases, two (2) dwellings are attached at the property lot line as a semi-detached dwelling. The proposed semi-detached zero lot line (ZS24) zone was created to address the unique siting for those properties. An issue that has been brought forward is the ability to redevelop those properties and allow a single detached dwelling rather than a semi-detached dwelling. Staff have advised that this could be reviewed during a separate rezoning process which would allow staff to review the unique siting characteristics of a single detached dwelling on a narrow lot. It would also allow staff to consider requirements to ensure that the wall of the dwelling which would remain is properly reconstructed to meet building code requirements and to ensure consistency in building design.

Neighbourhood Specific Zones

Residents from certain neighbourhood have requested the possibility of a neighbourhood specific zone. Neighbourhood zoning would require consultation with each neighbourhood to determine which aspects of the RS1 zone should be amended to reflect specific neighbourhood characteristics that residents believe warrants special zoning considerations. This would have significantly delayed the process to consider early termination of land use contracts as underlying zoning must be established first. Further, it would be difficult to establish neighbourhood specific zoning for one neighbourhood and not consider establishing neighbourhood specific zoning for another neighbourhood. Staff believe that it would take several years to negotiate and prepare neighbourhood specific zoning. In addition, it would displace other planning projects and initiatives. Following the public hearing, Council could direct staff to review the concept of neighbourhood zoning for specific LUC areas. This would delay adoption of the early termination bylaw for those specific LUC areas.



Wayne Craig
Director of Development
604-247-4625

WC:jh

Attachment 1—Frequently Asked Questions Brochure



**City of
Richmond**

**Early Termination of
Land Use Contracts**
Planning and Development Division
Policy Planning

A Frequently Asked Questions (FAQ) Brochure

This brochure has been designed to provide you with essential background information on Land Use Contracts and the process that the City of Richmond is undertaking to consider the possible early termination of single-family Land Use Contracts prior to June 30, 2024 when all Land Use Contracts will be extinguished by Provincial legislation. The brochure has organized the FAQs under the following categories:

1. General Information
2. Early Termination Process
3. Post Early Termination
4. Underlying Zoning
5. Potential Implications of Underlying Zoning
6. Other Information

Please take a minute to review.

1. General Information

1.1 What is a Land Use Contract?

A Land Use Contract (LUC) is a contract that was typically entered into between the original developer of land and a local government addressing the use and development rights of a property. LUCs, which are similar to zoning regulations, are registered on the title of each property and remain in force today. Until recently, agreement from both the property owner and municipality was required to amend or discharge the contract.

1.2 When were Land Use Contracts used?

The provincial legislation enabling LUCs was in effect for a short period of time during the 1970s and allowed the ability to create tailor-made development contracts for specific sites.

1.3 Do Land Use Contracts continue to affect the use and development rights of a property?

Yes. Even though the legislation that enabled LUCs was repealed in 1978, LUCs still affect the use and development rights of a property until the LUC is terminated.

1.4 Why have Land Use Contracts not changed over time like the City's Zoning Bylaw?

As LUCs are legal contracts registered on the title of the property, LUCs could only be amended or discharged with the property owner's consent. The City's Zoning Bylaw in contrast has had multiple amendments over time to address various land and building issues such as building interface, landscaping, sustainability and overall building form. Bringing the LUC properties under the City's Zoning Bylaw will ensure consistent land use regulations are applied throughout the City.

1.5 How many Land Use Contracts are there in Richmond?

Today, there are 139 separate LUCs in the City of Richmond affecting over 5,500 properties which include residential (single-family and multi-family), commercial, institutional and industrial properties. Of those 139 LUCs, there are 93 separate LUCs that affect over 4,000 single-family properties throughout Richmond.

2. Early Termination Process

2.1 Why is the City considering the early termination of Land Use Contracts?

For some time, City Council has requested the Province to enact legislation to allow municipalities the ability to amend or terminate LUCs. This is largely due to the fact that LUCs reflect out of date land use regulations.

In 2014, the Province adopted new legislation which will terminate all LUCs by June 30, 2024. The new legislation also establishes a process that enables local governments to undertake early termination of LUCs prior to the June 30, 2024 date when all LUCs will cease to exist. Council has decided to undertake a process to consider the early termination of those LUCs with single-family properties.

2.2 What will be the process for the early termination of Land Use Contracts?

Utilizing the new legislation, Council has introduced and granted first reading to a set of bylaws that will terminate 93 LUCs that include single-family lots and establish new zoning designations in their place.

A Public Hearing will be held on Tuesday, November 24 to consider the proposed bylaws. The Public Hearing will provide an opportunity for those who believe that their interest in property is affected by the proposed bylaws to be heard or to present written submissions. Following the Public Hearing, Council may consider adoption of the bylaws.

2.3 How will I find out about the Public Hearing?

In early November, a Public Hearing notice in the form of an information booklet will be sent to all affected property owners and tenants, in addition to surrounding property owners and tenants. Due to anticipated attendance the November 24 Public Hearing will be held at the Executive Airport Plaza Hotel, 7311 Westminster Highway, beginning at 7 p.m.

2.4 How Can I make a Submission to the Public Hearing?

Interested parties may make a presentation to Council in person at the Public Hearing. Written submissions are also accepted and can be sent by mail to 6911 No. 3 Road, Richmond, BC, V6Y 2C1 Attn: City Clerk by Fax to 604-278-5139 or by using the online form found at: www.richmond.ca/cityhall/council/hearings/about. Written submissions may also be delivered in person, in advance of or during the Public Hearing. All submissions become part of the public record.

3. Post Early Termination

3.1 Once a Land Use Contract is terminated, is there a transition period to adjust to the new zoning regulations?

Yes. The new legislation allows for a transition period of at least one (1) year after the LUC termination bylaw is adopted. For example if LUC termination bylaws for the 93 affected LUCs are adopted on December 1, 2015, then the LUC would still be valid until December 1, 2016 before the LUC is terminated. In order to build under the LUC regulations, a complete building permit application must be received by the City prior to the end of the transition period.

3.2 Can I appeal to have the minimum one year transition period extended?

Yes. The City's Board of Variance has been given new authority through the new Provincial legislation to consider appeals by a property owner regarding timing of the LUC termination date due to hardship. The Board of Variance can extend the termination date for a LUC for a particular property to a later date up to June 30, 2024. If granted, the extension would only apply to the particular property owner and would end if the property ownership changes.

4. Underlying Zoning

4.1 How was the underlying zoning for my property determined?

The City reviewed the primary "use" of each property for each LUC, and reviewed the City's most up to date zoning regulations for that "use". The City also reviewed what the zoning within the immediate area of the affected LUC is for the same "use" to ensure consistent regulations are applied to a neighbourhood.

4.2 Why was the RS1 zone used for most of the affected single-family Land Use Contracts?

For single-family lots the RS1 single detached zone (including the 10 sub-zones) is the standard zone and is proposed for over 95% of the single-family properties affected by the termination bylaws. The RS1 single detached zone is the most commonly used single-family zone and is applied to over 21,000 single-family properties in Richmond. For each of the sub-zones, the core development regulations related to the maximum floor area ratio, building height, and lot coverage are consistent.

4.3 Were there cases where the RS1 could not be used for single-family properties?

There were five (5) LUCs where the siting of the homes did not fit well into an existing RS1 zone. In those cases, a new zone was created. For single-family properties, two new zones were created for the following reasons:

- ZS25 Single Detached (Bylaw 9438) – properties along Yoshida Court in Steveston where lots are smaller, and buildings have unique side yard setbacks; and
- ZS24 Semi-Detached Zero Lot Line (Bylaws 9324, 9334, 9338 and 9342) – zero lot line properties which are essentially a fee-simple duplex.

4.4 How did the City determine the zoning for non-single family uses such as townhouses, apartments, and office/medical buildings?

A number of single-family LUCs included parks, school sites, multi-family residential uses, office and health care uses. For park and school properties within the 93 LUCs, the existing School & Institutional (SI) zone was used. For townhouses, apartment buildings, office commercial properties, and a health care facility, 11 new zones were created which reflect the regulations under the specific LUC to ensure existing uses continue to be permitted.

5. Potential Implications of Underlying Zoning

5.1 What effect does the underlying zoning have on my property while the Land Use Contract is still in effect?

As long as the LUC remains in place a property may be developed in keeping with the LUC regulations.

5.2 What effect does the underlying zoning have on my property, when the Land Use Contract is terminated?

Once the LUC is no longer effective on the property, any new construction must conform to the zoning placed on the property.

5.3 What are some of the key differences between the RS1 zone and single-family Land Use Contracts?

Some of the key differences include the following:

1. Secondary Uses – The RS1 zone allows a range of secondary uses including a secondary suite, boarding and lodging and home businesses such as a child care facility for up to 10 children, and licensed home offices, subject to certain regulations.
2. Lot Coverage – The RS1 zone allows buildings and structures to cover up to 45% of the lot. Most LUCs have a maximum lot coverage between 33% to 40%. The only exceptions are LUC011 and LUC012 which have a maximum lot coverage of 50%.
3. Floor Area – The RS1 zone limits the size of a house using a floor area ratio (FAR) which is determined by using the prescribed FAR and multiplying it by the size of the lot.
4. Building Height – The RS1 zone also restricts the building height to 2 ½ storeys (29.5 ft. maximum) and prevents a box shaped house massing by having certain building envelope requirements. For single-family properties under a LUC the maximum height for a house is typically 3 storeys (35 ft. maximum).

5.4 What is the implication of the underlying zoning on my lot, if there are any aspects of my existing house or lot that does not meet today's zoning regulations?

Existing buildings and structures which were lawfully built will have legal non-conforming protection. The retention of these buildings and structures would include the ability to fully renovate thus preserving the established character of the neighbourhood. All new buildings and structures will have to comply with the underlying zoning regulations in place when a building permit application is submitted.

6. Other Information

6.1 How Can I Find Out if I am in a Land Use Contract?

To learn more about Land Use Contracts or see if your property is covered by a Land Use Contract, go to www.richmond.ca and click on the Land Use Contracts link under Featured Topics on the home page. More information is also available by emailing luc@richmond.ca, calling 604-204-8626 or by viewing an information display in the City Hall Atrium.

6.2 Where can I obtain a copy of my Land Use Contract?

Copies of LUCs are registered on title to the affected properties and may be obtained from the BC Land Title Office.

Please note this brochure provides general information only; a property owner may wish to obtain more detailed information about any relevant LUC or proposed zoning bylaw.

From: Out West <jtrichmond@telus.net>
Sent: Tuesday, 24 November 2015 13:28
To: McPhail,Linda; Brodie,Malcolm; Au,Chak; Dang,Derek; Day,Carol; Johnston,Ken;
Loo,Alexa; McNulty,Bill; Steves,Harold; Weber,David
Subject: Fw: Editor Richmond News LUC
Attachments: Editor Richmond News LUC.docx

From: Out West
Sent: Sunday, November 22, 2015 10:06 PM
To: LUC richmond ; Graeme Wood ; Editor Richmond News ; Mayor & Council office
Subject: Editor Richmond News LUC

Dear Editor of the Richmond News,

Attached please find my letter outlining a number of concerns in relation to the Land Use Contract issue and a set of bylaws proposed by the City of Richmond. This matter will be addressed in a public hearing this upcoming Tuesday. I have also copied your reporter Graeme Wood.

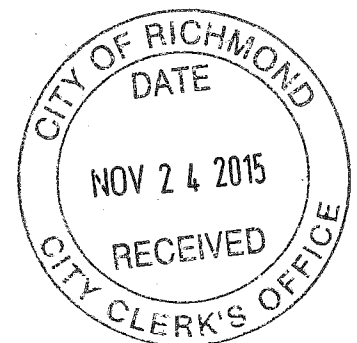
Thanks,

Jim Barkwell
604/275-4810

City Clerk's Office

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LUC Correspondence



LUC+253
(Binder 3 - Written Submissions)

22 November 2015

Richmond News

Attn: Editor and Graeme Wood

Open Letter to Richmond Mayor and Council,

After four decades of Land Use Contract zoning, Richmond City spent several years quietly lobbying to end LUCs across BC. The province passed legislation to do so, providing a 10 year transition period. The City now proposes to end LUCs for 5,500 affected Richmond landowners, virtually immediately.

Many people have views on LUCs. What is undeniable, however, is the flawed process proposed by the city. Don't be surprised if you haven't heard about LUCs until recently. Despite owning an LUC-zoned home for 15 years we were repeatedly misinformed by city staff about what zoning rules applied. We spent over \$100,000 renovating our home based on that misinformation. After the city convinced the province to change the rules, they now want to slam the door shut on affected landowners, many of whom, like us, are only now aware of what options apply for rebuilding, selling or renovating. Oh yes, and then they tripled the appeal cost.

This rushed and unfair process will create financial disadvantages for many homeowners and will distort the local economy by forcing hastened decisions on the most important asset most of us hold – our homes. What will the forced transition do to home prices? What kind of building plans will be rushed through to beat the deadline? Will construction costs skyrocket if multiple projects are rushed forward? It doesn't appear the city has thought of any of this.

The vast majority of LUC homes are attractive, modern homes that enhance their neighbourhoods. A few are not, just as many non-LUC homes lack aesthetic appeal. If the city wants uniform standards, then use architectural controls to ensure appropriate standards. Don't hide the truth about LUCs for years and then institute a seriously flawed process, with jacked up appeal costs, to disadvantage thousands of Richmond homeowners. The province established a 10 year transition for good reasons. The current process proposed by Richmond City is un-democratic and unfair. We deserve better leadership than that.

Jim Barkwell

Richmond

From: Martin Woolford <martin_woolford@telus.net>
Sent: Tuesday, 24 November 2015 13:30
To: McPhail,Linda; Brodie,Malcolm; Au,Chak; Dang,Derek; Day,Carol; Johnston,Ken; Loo,Alexa; McNulty,Bill; Steves,Harold; Weber,David; LUC (Land Use Contract)
Subject: City of Richmond LUC Early Termination

I am writing to show my support for the City decision to proceed with the process for the termination of Land Use Contracts by overlaying the existing neighbourhood zoning onto the LUC areas. It was never the intent for Land Use Contracts to be immune from Richmond's Zoning bylaws. The same rules should apply for all, our neighbourhoods are rapidly becoming dysfunctional as redevelopment under the current process and rules ruin their original character and intent. The current interpretation of LUC land was compromised when links to Richmond's Building Bylaws were severed and by the loop holes found in 2009, up to that point development or redevelopment in these areas were treated by the City similar or the same as the current residential bylaws. Most purchases of residential property, one would assume are not based on the speculation of future property value but rather about the long term livability of the house and the neighbourhood it resides. Obviously, we all hope our property will increase and not decrease in value over time, but how many purchasers of LUC property to that point actually knew that their property was a LUC property at all and was not controlled by city zoning bylaws? Knew in fact that, that difference under other rules, if exploited to the fullest upon redevelopment, could possibly provide, if any, more potential value? These purchasers would actually be reverting back to what rules, they believed actually controlled development of their property at the time it was originally purchased. Only speculators from 2009 forward could truly argue against the change to the proposed zoning, affecting their theoretical market values, if any. Complaining about potential loses and restrictions to size development as they exploit the loopholes that exist until the LUC's are discharged. At what cost is this development to our community and its's livability? Please get on with eliminating this problem, as soon as possible, moving these LUC properties to where they should be under control of Richmond's Building Bylaws.

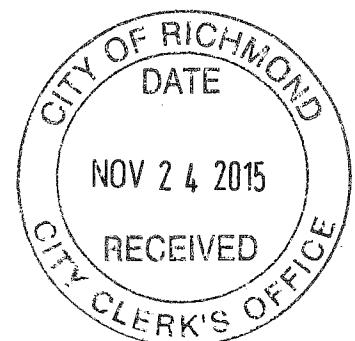
Your Truly
Martin Woolford
5951 Egret Court
Richmond B.C.

City Clerk's Office

- - - 1 0 3

LUC Correspondence

LUC-255
(Binder 3 - Written Submissions)



From: Steve Folk <sfolk@vsb.bc.ca>
Sent: Tuesday, 24 November 2015 13:37
To: LUC (Land Use Contract)
Subject: Steveston LUC

November 24, 2015

To whom it may concern:

There has been much interest and opinions on the subject of land usage in our neighborhood with several large homes being built recently. I have read many articles in the local Richmond papers in the last year and heard first hand conversations regarding complaints on this issue.

It is in my opinion and the opinion of many I have spoken to that to stop this type of development now that it has begun would be premature and unfair. This LUC adds considerable value to these land plots, and as such, many have cost more to purchase.

It is unacceptable to me that because of a few complaints, you would take away this option from current homeowners, effectively devaluing our property for resale by hundreds of thousands of dollars and limiting options for redevelopment. The redevelopment of our neighborhoods is already underway, how do you see that it is fair to eliminate the options for those of us who had purchased with the thought of having options with our growing families to be able to modify or rebuild to keep from having to move out of a neighborhood we love and a lot of us grew up in.

I think the issues of most complaints is the lack of guidelines with these new homes. Why don't you concentrate your efforts on setting guidelines for style, square footage, roof-lines etc. to help keep these new builds within the scope of the neighborhood so they fit in instead of taking away future options for people like me? Many developers are mindful when it comes to the architectural design of these houses so that it is almost unnoticeable that they are 3 stories, and although large, these homes add character to the street. Others build what they want with no regard for the neighborhood or the neighbors they are building beside.

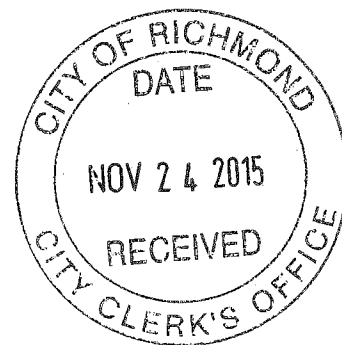
I can't accept that you would take away my freedom and flexibility in this matter as well as devaluing my property.

Respectfully,

City Clerk's Office

Steven Folk
11331 Caravel Court
Richmond, BC

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LUC Correspondence



LUC-256
(Binder 3 - Written Submissions)

MayorandCouncillors

From: Webgraphics
Sent: November-23-15 5:03 PM
To: MayorandCouncillors
Subject: Send a Submission Online (response #895)

Categories: 12-8060-20-009300-009485

Send a Submission Online (response #895)

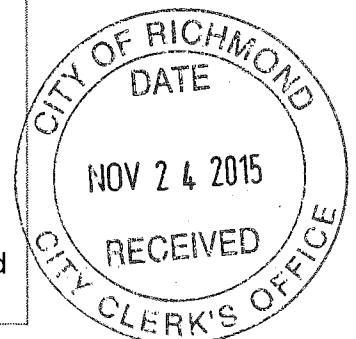
Survey Information

Site:	City Website
Page Title:	Send a Submission Online
URL:	http://cms.richmond.ca/Page1793.aspx
Submission Time/Date:	11/23/2015 5:01:49 PM

Survey Response

Your Name	Eric Tung
Your Address	5820 Goldeneye Place, Richmond, BC, V7E 3V8
Subject Property Address OR Bylaw Number	5820 Goldeneye Place, Richmond, BC, V7E 3V8
Comments	<p>[Please note that when previewing my comments, the paragraph breaks do not show up, even if I use more than one paragraph break. So I've indicated a blank line by using _____. My apologies for this.] Dear Richmond Council, _____ In considering the early termination of Land Use Contracts (LUCs), I ask that council members consider the negative impacts of such a change to longtime Richmond residents, in addition to new residents. _____ I've lived the majority of my life in Richmond, having attended elementary school at Monoah Steves Elementary and Diefenbaker Elementary, followed by Hugh Boyd Junior High and Steveston High. Richmond has always been my home, and for a number of years after graduating, I've lived in a condominium right by Lansdowne Mall. _____ My wife and I finally purchased our home this spring, as our dream has always been to have a detached house to call our own. To achieve this in today's</p>

City Clerk's Office
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LUC Correspondence



LUC-257
(Binder 3 - Written Submissions)

prices, we sacrificed by saving money wherever we could and taking few vacations. I also took on more than one job, being an instructor at both UBC and SFU, and also running my own business as a change management and communications consultant. Working long hours is worth it though, as we want to stay and live in Richmond, to go to the Salmon Festival annually, to contribute to businesses in Steveston and other neighbourhoods, and to marvel at the changes and growth to the downtown core. _____ In purchasing our home (Zoning Map – Area 6), the plan has always been to tackle the mortgage first, and then in 2021 or later, build a dream house, ~~one that~~ we can grow in and stay for life. With the proposed early termination of LUCs, this would mean that we can no longer achieve our dream, as we do not have the funds to build immediately, and we would like to enjoy living in our original home first. _____ Although some residents have built “mega homes,” not all residents are looking to build to the maximum allowable standards set by the LUCs. Instead of punishing all LUC owners for the select actions of others, could the municipality introduce amendments, such as what was done earlier in the fall to reduce the height of all new homes to nine metres? _____ For my family, we wish to stay in Richmond, spend time with our neighbours, be active participants in the community, and build our dream house in the years to come. Not terminating the LUCs early would enable us to do all this, in this city we call home. _____ Thank you for your consideration. _____ Sincerely, Eric Tung 604 715 0579

MayorandCouncillors

From: Webgraphics
Sent: November-23-15 5:26 PM
To: MayorandCouncillors
Subject: Send a Submission Online (response #896)

Categories: 12-8060-20-009300-009485

Send a Submission Online (response #896)

Survey Information

Site:	City Website
Page Title:	Send a Submission Online
URL:	http://cms.richmond.ca/Page1793.aspx
Submission Time/Date:	11/23/2015 5:25:31 PM

Survey Response

Your Name	Chan Monita N
Your Address	4140 Waller Drive
Subject Property Address OR Bylaw Number	4140 Waller Drive
Comments	I object the City imposing bylaws to unilaterally terminate LUCs earlier than June 30, 2024. This is unfair to owners who have a LUC. When they bought their properties, the existence of a LUC was part of their considerations. Early termination deprives them of an option when they re-develop their properties.

City Clerk's Office

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LUC Correspondence

LUC¹-259
(Binder 3 - Written Submissions)

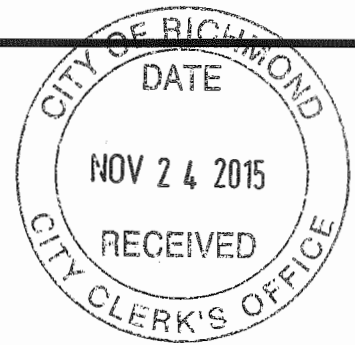


LUC (Land Use Contract)

From: Christina Giuliani <christinancr@gmail.com>
Sent: Tuesday, 24 November 2015 14:47
To: LUC (Land Use Contract)
Subject: Special Land Use Contract- Steveston

City Clerk's Office

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To Whom It May Concern;

LUC Correspondence

In the matter of Special Use Land Contracts and the City meeting to consider their termination, I would like to submit the following:

As a proud Richmondite born and raised I was proud of the day I closed on my Steveston single family home. I work in the Real Estate industry (I am a commercial mortgage Lender) and worked hard and clever through BC's rising real estate market from a condo, to a townhouse, to my home now on Schooner Court. I have lived in this home for 5 years and it has fulfilled my desire for community living, both in the commercial sector in the village, and the families that live in my court, and the surrounding cul-de-sacs. Together we have all enjoyed the benefit of rising asset values in our homes, and at the same time have had to witness the style of the community undergo some evolution.

Albeit it is somewhat hard hitting to see the quaint and well-loved bungalows, and rear-level split designs that are so reminiscent of Steveston's early boom in the 70's be discarded as land lot value, the truth is; it has happened. In my court alone we will have three new "monster" houses by next summer and several already around the corner...and several more down the street. Like with any change, when these new XL homes started going up, we were all puffed up with community pride (and rightfully so, it is a wonderful neighborhood) that a collective of complaints and requests for change were brought up to the city to help preserve what we had. Unfortunately, this meeting is being held 2 years too late.

With every 8th home being a rebuild nearly 3 times the size of its neighbour, how do we now expect that those early birds, with no regard for community design or cohesion, will forever blemish the streets and round-a-bouts in our area, whereas, instead, we should be looking long term, at the ability of the area to evolve as a whole into new and larger (not massive) homes of character, deserving of their \$2million plus price tags. Our community would now benefit from more precise rules and regulations on planning and design, not the limitation of square footage and removal of 3rd storeys that have been enjoyed by the builders and new home purchasers of the past 24+/- months.

The day these Special Land Use Contracts terminate, each of my neighbours and myself will have a devalued asset in contrast with their direct comparables and neighbouring houses. This, as well as the consideration that those able to move will likely make haste to catch the deadlines of the termination and there will be a late surge to get these houses up quick, and people to get "out of the market" what their neighbours have enjoyed, leaving the rest of us surrounded by even more XL houses.

In my opinion, as a home owner directly affected by a SLU contract, and therefore by it's termination as well, is that the movement is too late, concentration should now be on the regulation of style and appropriate land usage (ie: gabling of third stories, appropriate set-backs, and land:structure ratios).

I'm proud of my community, and the home I've created in it, and the thought of an immediate move now to save from losing out on hundreds of thousands of dollars in opportunity with a one year deadline makes me very sad. Please consider the future of Steveston and its current home-owners, using a realistic view which is

LUC-260
(Binder 3 - Written Submissions)

now dappled with a large amount of XL and 3 storey homes; they are not coming down, so the remaining properties should enjoy the benefit of opportunity to compare.

Thank you for your consideration,

Christina Giuliani
11351 Schooner Court
Richmond

Mayor and Councillors

From: Jim Wright <jamesw8300@shaw.ca>
Sent: Tuesday, 24 November 2015 15:16
To: McPhail, Linda; Brodie, Malcolm; Au, Chak; Dang, Derek; Day, Carol; Johnston, Ken; Loo, Alexa; McNulty, Bill; Steves, Harold
Cc: Weber, David; Mayor and Councillors
Subject: Submission to LUC public hearing of 2015-11-24
Categories: 12-8060-20-009300-009485

Mayor Brodie and Councillors McPhail, Au, Dang, Day, Johnston, Loo, McNulty and Steves,

1. Richmond council should have authority over residential zoning regulations in Richmond.
2. Because of an accidental technicality, LUC residential zoning has become technically beyond that authority.
3. Ergo, the authority of Richmond council over LUC residential zoning should be technically restored.

Please restore the rightful authority that was intended from the beginning by taking all needed steps this evening.

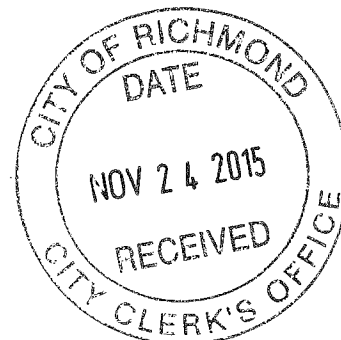
On principle, I will not speak this evening. If you agree that the intended rightful law should be restored as the actual rightful law, anything else that I or anyone else could say would be superfluous.

Regards,
Jim Wright
8300 Osgoode Drive
Richmond, B.C. V7A 4P1

City Clerk's Office

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LUC Correspondence



MayorandCouncillors

From: MayorandCouncillors

Sent: Tuesday, 24 November 2015 15:39

To: MayorandCouncillors

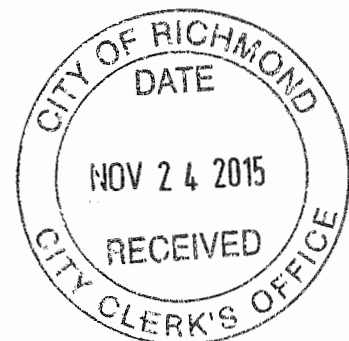
Survey Response

Your Name	Chunyu Kan and Gongyun Shen
Your Address	11420 Plover Dr, Rihcmond
Subject Property Address OR Bylaw Number	11420 Plover Dr, Richmond
Comments	<p>We don't agree the early termination of LUC's. We are the owner of 11420 Plover Dr. In the year of 2011, my husband and I purchased this house. The lot of the property we purchased is not big and the lot is trapezium shaped. At that time, LUC is one of the main attractions which made us finally accepted the price and purchased the house. At early of this year, we had planned to sell this house and we talke with the agent. For some pesonal reason, we did not put it on on sale immediately. After several months, we resumed the talk with the agent, we realized that the proposal of early termination of LUC's will have a significant impact on the value of the house we are going to sell. We are going to suffer financial loss because of this change. And we did not do anything. We just can not understand this is a contract and we presumed our rights are protected by it. And right now, because of the opinions of people who will not suffer anything by this change, we will have to change the contract and we will have to suffer the loss.</p>

City Clerk's Office

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LUC Correspondence



LUC-263
(Binder 3 - Written Submissions)

MayorandCouncillors

From: MayorandCouncillors

Sent: Tuesday, 24 November 2015 15:58

To: MayorandCouncillors

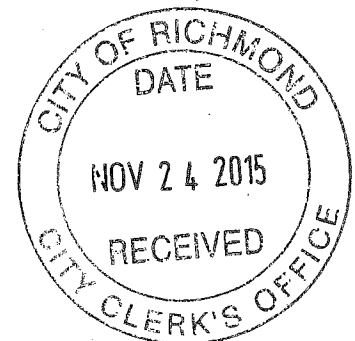
Survey Response

Your Name	Aaron and Cailan Wang
Your Address	5860 Puffin Crt
Subject Property Address OR Bylaw Number	5860 Puffin Crt, Richmond, Bylaw Number 9305
Comments	We disagree the early termination of LUC's. 1) Our house is going to be devaluated because of the early termination 2) There is a huge house newly built beside my house and another huge one on the opposite side, I don't like those huge house either, but it does not mean I have the right to have them build it in my way. This is a contract. Our rights are supposed to be respected and protected. 3) Why rush ? It seems likely we did not get enough time to know more and discuss about it and we will have to get everything done.

City Clerk's Office

66-110

LUC Correspondence



LUC-264
(Binder 3 - Written Submissions)

MayorandCouncillors

From: MayorandCouncillors

Sent: Tuesday, 24 November 2015 16:17

To: MayorandCouncillors

Survey Response

Your Name	Daishan Chen
Your Address	5680 Plover Court, Richmond V7E 4K2
Subject Property Address OR Bylaw Number	8500
Comments	I don't agree to terminate the land useright contract. It is a legal contract hence it is protected by LAW! I also strongly request any change of the contract should be formally agreed by the house owners!

City Clerk's Office

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LUC Correspondence



MayorandCouncillors

From: MayorandCouncillors

Sent: Tuesday, 24 November 2015 16:29

To: MayorandCouncillors

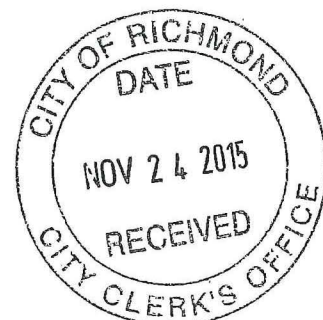
Survey Response

Your Name	[Name]
Your Address	[Address]
Subject Property Address OR Bylaw Number	Proposed re-zoning of [Address]
Comments	<p>Hello, I am writing to state my opposition to the proposed rezoning of [Address] I don't believe that the proposal takes into account the unique characteristics and challenges of [Address] with the key issues being that the lot sizes are small and angular, with cascading easements on the side and back. While the City staff have been very helpful and patient with my questions, I have been unable to get a clear answer on size of house that could be built within the proposed 45% lot coverage and 2.5 storey limit, given size, angle and easements already noted. In my view, the only way to achieve the 2200 sqft of livable space that appears to be possible under the new zoning for my property, would be by adding a third floor or building out to cover 50% of the lot. If these are no longer an option, I am concerned that the value of my property will be negatively affected. I urge the City to consider a variance for [Address] that allows for 50% lot coverage or a third floor, as is set out in the current land use contract. Sincerely,</p> <p>[Name]</p>

City Clerk's Office

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LUC Correspondence



LUC-266
(Binder 3 - Written Submissions)

MayorandCouncillors

From: MayorandCouncillors

Sent: Tuesday, 24 November 2015 16:32

To: MayorandCouncillors

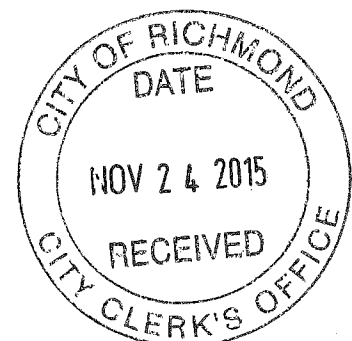
Survey Response

Your Name	Ziyun Qiu
Your Address	5591 Warbler Avenue
Subject Property Address OR Bylaw Number	5591 Warbler Avenue, Richmond Bylaw # 9475
Comments	Dear Sir / Madam, I am wrting to experss my serious disatisfaction with the proposal of early termination of LUCs. 1) This is a contract. Our rights in the contracts should be respected and protected. 2) When I purchased this house, my purchasing price reflected the LUCs. My house is going to be devaluated because of the early termination. 3) I thinks Richmond is the only municipal that calls for an early termination. Why only us. Why only us subject to suffer the loss.

City Clerk's Office

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LUC Correspondence



LUC-267
(Binder 3 - Written Submissions)