



REPORT

To: Chair and Directors

Report Number: DS-BRD-175

From: Kathy Suggitt, RPP, General Manager of Development Services

Date: September 9, 2021

Subject: Zoning Amendment Bylaw No. 2309, 2018, PRRD File No. 17-219 ZN

RECOMMENDATION: [Corporate Unweighted]

That the Regional Board adopt Peace River Regional District Zoning Amendment Bylaw No. 2309, 2018.

BACKGROUND/RATIONALE:

Proposal

To rezone the subject property from A-2 (Large Agricultural Holdings Zone) to I-1 (Light Industrial Zone).

Rationale

The subject property is designated 'Light/Service Industrial' (LSI) within the PRRD North Peace Fringe Area Official Community Plan Bylaw No. 1870, 2009 (NPFA OCP). Therefore this zoning amendment will bring the subject property into alignment with the OCP.

File Details

Owner: Robert Gardner

Agent: Jared Giesbrecht

Area: Electoral Area C

Location: Fort St. John area

Legal: Parcel A (46726m) of the North West 1/4 of Section 19 Township 83 Range 18 West of the 6th Meridian Peace River District Except Plan 20464

PID: 010-308-521

Lot Size: 5.54 ha (13.68 ac)

Background

This application was received in 2017 as a result of a bylaw enforcement file. The subject property is used for the storage of industrial equipment which is not a permitted use under the current zone of Large Agricultural Holdings (A-2) Zone. The enforcement file pertaining to this property was closed in September 2020.

The bylaw was given 1st and 2nd Readings on February 22, 2018, and a Public Hearing was authorized. The Public Hearing was held on March 27, 2018, at the North Peace Leisure Pool, with several members of the public attending who were in opposition (see External Link 4). At the May 24, 2018, Regional Board Meeting, the bylaw was given 3rd Reading, with Adoption of the bylaw being deferred until such time as the restrictive covenant was registered on title and the driveway was relocated.

Due to the Old Fort landslide, the file was put on hold by the owner. The evacuation alert for the subject property has subsequently been lifted and the owner has requested that we proceed with the application. Therefore this report has been prepared for the Board’s consideration to adopt the bylaw.

Site Context

The subject property is located south of 240 Road directly west of the City of Fort St. John municipal boundary. The area is a mix of industrial and residential uses. The property is immediately surrounded by industrial and residential uses to the north, industrial uses (inactive sand and gravel pit) to the west and south, and industrial uses (City of Fort St. John municipal sanitary sewage lagoons) to the east.

The subject property was placed under evacuation alert pending the results of the PRRD’s geotechnical report due to the Old Fort landslide. Evacuation Alert #8 was rescinded on August 13, 2021. Based on the findings of the report, the subject property is identified as ranking high moderate and moderate on the Qualitative Hazard Assessment and Property Boundaries Figure G2b.

Summary of Procedure

Zoning Amendment Bylaw No. 2309, 2018, was read for a first and second time on February 22, 2018 and for a third time on May 24, 2018. At third reading, the Board required the following conditions to be met prior to consideration of adoption of the zoning amendment:

- That the landowner register a covenant on the property’s title to establish a landscaped no build buffer along the northern property line.
- That the driveway be relocated to the middle of the northern property line.

The following activities have occurred since then:

October 10, 2018	File placed on hold by the applicant due to Old Fort Landslide
June 22, 2020	File reactivated
June 22, 2020	Applicant signed covenant and sent to the PRRD
September 21, 2020	PRRD Bylaw Officer conducted site visit and confirmed the conditions for adoption had been completed by the applicant. Enforcement file closed.
October 19, 2020	Covenant signed by PRRD
October 20, 2020	Covenant registered on Title
August 13, 2021	The Old Fort Evacuation Alert was lifted.

Comments Received from the Public

A public hearing was held on March 27, 2018, in accordance with the *Local Government Act*. The Minutes are attached to this report.

ALTERNATIVE OPTIONS:

1. That the Regional Board respectfully refuse adoption of Zoning Amendment Bylaw No. 2309, 2018.
2. That the Regional Board provide further direction.

STRATEGIC PLAN RELEVANCE:

- Not Applicable to Strategic Plan.

FINANCIAL CONSIDERATION(S):

None at this time.

COMMUNICATIONS CONSIDERATION(S):

The Regional Board’s decision will be communicated to the applicant.

OTHER CONSIDERATION(S):

None at this time.

Attachments:

1. Zoning Amendment Bylaw No. 2309, 2018
2. Section 219 Restrictive Covenant (PRRD File No. 17-219 ZN)

External Links:

1. [Report – OCP & Zoning Amendment Bylaw No. 2309, 2018, 1st and 2nd Reading, PRRD File No. 17-219 – February 22, 2018](#)
2. [Report – OCP & Zoning Amendment Bylaw No. 2309, 2018, 3rd Reading, PRRD File No. 17-219 – May 24, 2018](#)
3. [Agenda – Public Hearing for OCP & Zoning Amendment Bylaw No. 2309, 2018, PRRD File No. 17-219 – March 27, 2018](#)
4. [Minutes – Public Hearing for OCP & Zoning Amendment Bylaw No. 2309, 2018, PRRD File No. 17-219 – March 27, 2018](#)
5. [Notice – Public Hearing for OCP & Zoning Amendment Bylaw No. 2309, 2018, PRRD File No. 17-219](#)

**PEACE RIVER REGIONAL DISTRICT
Bylaw No. 2309, 2018**

A bylaw to amend Peace River Regional District
Zoning Bylaw No. 1343, 2001."

WHEREAS, the Regional Board of the Peace River Regional District did, pursuant to the Province of British Columbia *Local Government Act*, adopt "Peace River Regional District Zoning Bylaw No. 1343, 2001";

NOW THEREFORE the Regional Board of the Peace River Regional District, in open meeting assembled, enacts as follows:

1. This by-law may be cited for all purposes as "Peace River Regional District Zoning Amendment Bylaw No. 2309, 2018."
2. Schedule A – Map 13 of "Peace River Regional District Zoning Bylaw No. 1343, 2001" is hereby amended by rezoning Parcel A(46726M) of the Northwest ¼ of Section 19, Township 83, Range 18, W6M, PRD except Plan 20464, from A-2 "Large Agricultural Holdings Zone" to I-1 "Light Industrial Zone", as shown on Schedule 'A' which is attached to and forms part of this bylaw.

READ A FIRST TIME THIS	<u>22nd</u>	day of	<u>February</u>	, 2018.
READ A SECOND TIME THIS	<u>22nd</u>	day of	<u>February</u>	, 2018.
Public Hearing held on the	<u>27th</u>	day of	<u>March</u>	, 2018
Notification mailed on the	<u>9th</u>	day of	<u>March</u>	, 2018
READ A THIRD TIME THIS	<u>24th</u>	day of	<u>May</u>	, 2018.
ADOPTED THIS	<u> </u>	day of	<u> </u>	, 2021.

Chair

(Corporate Seal has been affixed to the
original bylaw)

Corporate Officer

I hereby certify this to be a true and correct copy of "PRRD
Zoning Amendment Bylaw No. 2309, 2018",
as adopted by the Peace River Regional District
Board on _____, 2021.

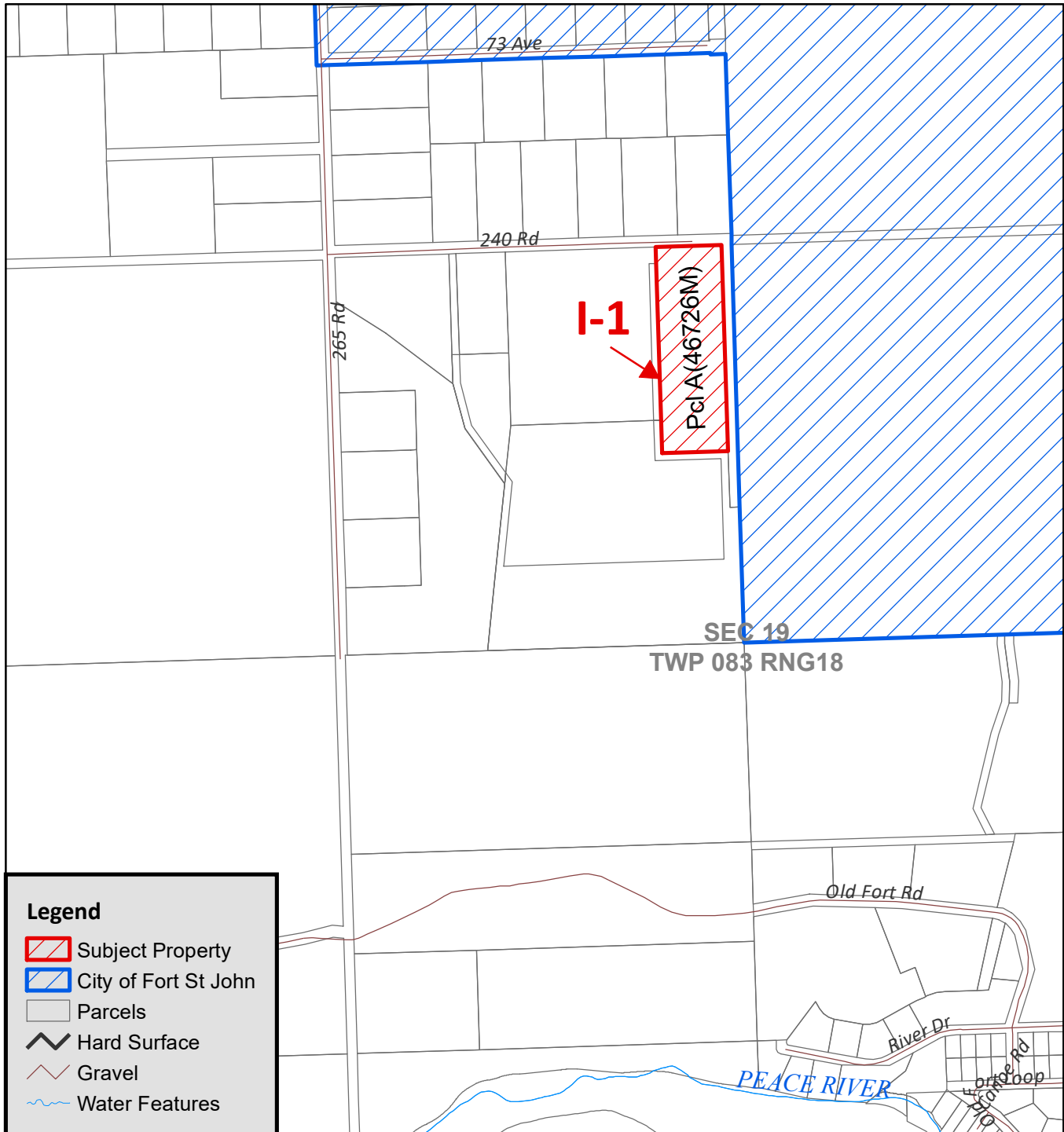
Corporate Officer



Peace River Regional District
 Bylaw No. 2309, 2018
SCHEDULE "A"



Schedule A - Map 13 of "Peace River Regional District Zoning Bylaw No. 1343, 2001" is hereby amended by rezoning Parcel A(46726M) of the Northwest 1/4 of Section 19, Township 83, Range 18, W6M, PRD except plan 20464, **from** A-2 "Large Agricultural Holdings Zone" **to** I-1 "Light Industrial Zone" as shown on the drawing below:



**LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia**

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



1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Stella Cac, c/o Giesbrecht Law Corporation
Barristers & Solicitors
10107 - 101st Avenue
Fort St. John BC V1J 2B4

LTO Client No. 010852
File No: 150231
Phone: (250) 785-6961

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

**010-308-521 PARCEL A (46726M) OF THE NORTH WEST 1/4 OF SECTION 19 TOWNSHIP
83 RANGE 18 WEST OF THE 6TH MERIDIAN PEACE RIVER DISTRICT
EXCEPT PLAN 20464**

STC? YES

3. NATURE OF INTEREST

CHARGE NO. ADDITIONAL INFORMATION

SEE SCHEDULE

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) Filed Standard Charge Terms D.F. No.

(b) Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

ROBERT JAMES GARDNER

6. TRANSFEREE(S): (including postal address(es) and postal code(s))

PEACE RIVER REGIONAL DISTRICT

PO BOX 810, 1981 ALASKA HWAY AVE

DAWSON CREEK

V1G 4H8

BRITISH COLUMBIA

CANADA

...s, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and ... agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard



JARED P. GIESBRECHT
Barrister & Solicitor
10107 - 101 AVENUE
FORT ST. JOHN, BC V1J 2B4
TEL. NO. 250-785-6961

Execution Date		
Y	M	D
20	06	22

Transferor(s) Signature(s)



ROBERT JAMES GARDNER

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM D
EXECUTIONS CONTINUED

Officer Signature(s)



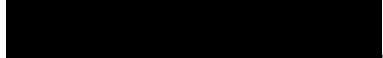
TYRA HENDERSON
A Commissioner for taking affidavits
for British Columbia
Peace River Regional District
Box 810, 1981 Alaska Avenue,
DAWSON CREEK, BC V1G 4H8
Telephone: (250) 784.3200

Execution Date

Y	M	D
2000	10	19

Transferor / Borrower / Party Signature(s)

Peace River Regional District
by its authorized signatory:



Print Name: *Shawn Dahler*
Chief Administrative Officer

Print Name:

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM E
SCHEDULE

NATURE OF INTEREST
Covenant

CHARGE NO.

ADDITIONAL INFORMATION
Section 219 Covenant

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

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NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SECTION 219 COVENANT – No Build Covenant

TERMS OF INSTRUMENT – PART 2

WHEREAS:

- A. ROBERT JAMES GARDNER the registered owner of the fee simple lands legally described as:

Parcel A (46726M) of the North West ¼ of Section 19 Township 83 Range 18 West of the 6th Meridian Peace River District Except Plan 20464 (the "Land")

- B. The Grantee is the Peace River Regional District (the "Grantee" or the "Regional District").

- C. ROBERT JAMES GARDNER (the "Grantor") has submitted an application to the District to rezone the Land.

- D. Section 219 of the Land Title Act, R.S.B.C. 1996, c. 250 enables the Grantor to grant in favour of the Grantee a covenant and indemnity, whether of a negative or positive nature, to be registered against the Land and granted in favour of the Grantee with provisions:

- in respect of the use of land or the use of a building on or to be erected on land; that land is to be built on in accordance with the covenant;
- that land is not to be built on or subdivided except in accordance with the covenant;
- that parcels of land designated in the covenant and registered under one or more indefeasible titles are not to be sold or otherwise transferred separately; and
- that land or a specified amenity in relation to it be protected, preserved, conserved, maintained, enhanced, restored or kept in its natural or existing state in accordance with the covenant and to the extent provided in the covenant.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the granting of the Covenant and the sum of One (\$1.00) Dollar paid by the Grantor to the Grantee, the receipt and sufficiency of which is hereby acknowledged, and the premises and the covenants herein contained, the parties agree as follows:

Covenant Restriction

1. The Grantor covenants and agrees that no building, structure or alteration to the Land, or any part of a building, structure or alteration to the Land, including any fixed equipment or segments of any development of any nature shall be constructed, reconstructed, moved, extended, or located within the area between the northernmost property line of the Lot and fifty (50) feet southward from the northernmost property line of the Lot (the "**Buffer Zone**") save and except that any portion of the Buffer Zone maybe used by the Grantors, as applicable, for the purpose of access to and from the Land, as applicable and,

if necessary, the construction and maintenance of appropriate roads and/or driveways and/or landscaping.

Indemnity and General Terms and Conditions for all Agreements

2. The Grantor covenants and agrees to indemnify and save harmless the Grantee from any and all claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees (on a solicitor-client basis) whatsoever, in law or equity, which anyone has or may have against the Grantee or which the Grantee incurs as a result of any loss, damage, deprivation, enrichment or injury, including economic loss, arising out of or connected with the restrictions or requirements of this Agreement, the breach of any covenant in this Agreement, or the use of the Land contemplated under this Agreement.
3. The Grantor releases and forever discharges the Grantee of and from any claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees (on a solicitor-client basis) whatsoever, in law or equity, which the Grantor can or may have against the Grantee for any loss, damage, deprivation, enrichment or injury, including economic loss, arising out of or connected with the restrictions or requirements of this Agreement, the breach of any covenant in this Agreement, or the use of the Land contemplated under this Agreement.
4. This release and indemnity shall survive the termination and discharge of this Agreement.
5. The restrictions and requirements in this Agreement are covenants running with the Land in favour of the Grantee and intended to be perpetual, and shall continue to bind all of the Land if subdivided.
6. At the Grantor's sole cost, the Grantor must do everything necessary to secure priority of registration and interest for this Agreement over all encumbrances of a financial nature.
7. The Grantor agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement. If the rezoning application is not approved by the District, the parties agree this Agreement will be discharged from the Land.
8. ~~The Grantor agrees to pay the legal fees and land title office costs of the Grantee in connection with the preparation and registration of this Agreement.~~
9. The Grantor covenants and agrees for itself, its/his heirs, executors, successors and assigns, that it will at all times perform and observe the requirements and restrictions set out in this Agreement.
10. It is mutually understood, acknowledged and agreed by the parties that the Grantee has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Grantor other than those contained in this Agreement.
11. Nothing contained or implied in this Agreement:
 - (a) prejudices or affects the rights, powers or discretion of the Grantee or its staff in the

exercise of its functions under any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Land as if the Agreement had not been executed and delivered by the Grantor;

- (b) imposes any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement or the breach of any provision in this Agreement; or
 - (c) imposes any public law duty, whether arising from the principles of procedural fairness or the rules of natural justice, on the Grantee or its staff with respect to its exercise of any right or remedy expressly provided in this Agreement or at law or in equity.
12. The Grantee may withhold development permits, building permits and other approvals related to the use, building or subdivision of land as necessary to ensure compliance with the covenants in this Agreement, and issuance of a permit or approval does not act as a representation or warranty by the Grantee that the covenants of this Agreement have been satisfied.
 13. No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity. Damages will be an inadequate remedy for the Grantee and the Grantee is entitled to an order for specific performance or a prohibitory or mandatory injunction in order to compel performance of the obligations in this Agreement.
 14. The waiver by a party of any breach of this Agreement or failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar, and no waiver is effective unless it is written and signed by both parties.
 15. If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
 16. The Grantor acknowledges having received legal advice prior to executing this Agreement, and the Grantor agrees that it/he fully and completely understands this Agreement and its impact on the Land.
 17. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

The parties acknowledge that this agreement has been duly executed and delivered by the parties executing Part I of Form C and D attached to and forming part of this agreement.

END OF DOCUMENT