



## REPORT TO COUNCIL

Council Meeting: November 18, 2025  
500 Matterson Drive, Ucluelet, BC V0R 3A0

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**FROM:** TYLER BROWN, DIRECTOR OF PLANNING AND STRATEGIC INITIATIVES

**FILE No:**3360-20 RZ25-05

**SUBJECT:** ZONING AMENDMENT BYLAW No. 1383, 2025, FOR 1910 BAY STREET – ALLIANCE HOLDINGS

**REPORT No:** 25-125

**ATTACHMENTS:** APPENDIX A - DRAFT LICENCE OF OCCUPATION FOR PORTIONS OF BAY STREET  
APPENDIX B –ZONING AMENDMENT BYLAW No. 1383, 2025  
APPENDIX C –DRAFT DEVELOPMENT VARIANCE PERMIT

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### RECOMMENDATION:

THAT Council, direct staff to give notice of first reading to District of Ucluelet Zoning Amendment Bylaw No. 1383, 2025.

### CAO'S COMMENTS:

CAO concurs with staff's recommendation.

### BACKGROUND:

At the January 14, 2025, In-Camera meeting of Council, Council made the following motions regarding 1910 Bay Street; Lot 2, Plan VIP14846, District Lot 282, Clayoquot Land District (the "Subject Property"):

1. *THAT Council direct staff to present the draft Licence of Occupation over portions of Bay Street to Alliance Holdings for their review and execution as a long-term interim solution to legitimizing the existing encroachments of private buildings and gardens on the public road right-of-way adjacent to 1910 Bay Street.*
2. *THAT Council indicate its support, subject to the normal necessary public process, for amending the zoning of the Alliance Holdings property at 1948 Bay Street to reflect its current residential use and indicate that this amendment is expected to be brought forward with other residential zoning amendments in the municipal workplan for 2025.*
3. *THAT Council rise and report in open meeting on the two motions above.*

This report is the first step in the implementation of the above motions of Council.

## DISCUSSION

### **Licence of Occupation**

A draft Licence of Occupation over a portion of Bay Street that directly fronts the subject property was presented to Alliance Holdings for their review as a solution to legitimizing the existing encroachments of private buildings and gardens on the public road right-of-way. Working with Alliance Holdings and the Districts solicitor, a final draft Licence of Occupation was created that is acceptable by all parties. For details of this Licence of Occupation please see **Appendix A** of this report.

If the Zoning Amendment Bylaw 1383 is adopted, Council will then have opportunity to approve the Licence of Occupation that is attached to this report.

### **Zoning Amendment**

To facilitate Alliance Holdings desire to recognize the existing uses and building locations, a combination of a zoning text amendment, a zoning map amendment, and a Development Variance Permit is considered the best legislative approach.

The zoning text amendment adds the following site specific regulations to the subject property:

1. A Multiple Family Residential use may be in a building or group of buildings containing one or more dwelling units for residential use.
2. The Maximum Density of dwelling units is 16.
3. The Maximum Size (Gross Floor Area) of an Accessory Building is 60m<sup>2</sup> per dwelling unit to a combined total of 960m<sup>2</sup>.
4. One Home Occupation use per dwelling unit is allowed as a secondary use.

The zoning map amendment changes the land use designation of the subject property from CS-5 to R-3. Please see Zoning Amendment Bylaw No. 1383, 2025 attached as **Appendix B** of this report for specifics of the proposed zoning amendment.

### **Development Variance Permit.**

The homes directly fronting Bay Street would not conform to the front and side yard setbacks as regulated by the R-3 zone. Rather than a zoning amendment which would signal a permanence of a zero front yard setback for the property, which may not be appropriate for the Bay Street corridor in the long term, a Development Variance Permit was chosen as the best legislative approach to allow the siting of the structures. It should be noted that the variances proposed within the attached draft permit would allow the identified existing structures to be maintained, repaired, and rebuilt without the need for future Council or Board of Variance approvals.

Alliance Holdings has reviewed and signaled support for the draft Development Variance Permit attached as **Appendix C**. Council will have the opportunity to approve the proposed Development Variance Permit after the potential adoption of the zoning amendment discussed in this report.

## ANALYSIS OF OPTIONS:

A	Give notice of first reading to Bylaw No. 1383.	<u>Pros</u>	<ul style="list-style-type: none"> <li>Would allow a zoning amendment bylaw to proceed to adoption for the recognition of existing residential uses and building locations on 1910 Bay Street.</li> </ul>
		<u>Cons</u>	<ul style="list-style-type: none"> <li>Building encroachments and buildings with minimal setback could be rebuilt impeding the vision of Ucluelet's Official Community Plan</li> </ul>
		<u>Implications</u>	<ul style="list-style-type: none"> <li>Would allow for the Bylaw to proceed.</li> </ul>
B	Abandon Bylaw No. 1383	<u>Pros</u>	<ul style="list-style-type: none"> <li>Unknown at this time</li> </ul>
		<u>Cons</u>	<ul style="list-style-type: none"> <li>Would leave this issue unresolved.</li> </ul>
		<u>Implications</u>	<ul style="list-style-type: none"> <li>The application and bylaw would be abandoned.</li> </ul>
		<u>Suggested Motion</u>	<ul style="list-style-type: none"> <li>No motion required</li> </ul>
C	Amend Bylaw No. 1383 and/or other directions of Council	<u>Pros</u>	<ul style="list-style-type: none"> <li>Unknown at this time.</li> </ul>
		<u>Cons</u>	<ul style="list-style-type: none"> <li>Unknown at this time.</li> </ul>
		<u>Implications</u>	<ul style="list-style-type: none"> <li>Would not allow the application to proceed at this time.</li> </ul>
		<u>Suggested Motion</u>	<ul style="list-style-type: none"> <li>THAT Council directs staff to bring back District of Ucluelet Zoning Amendment Bylaw No. 1383, 2025, with the following amendments: [specify desired changes].</li> <li><i>Or</i></li> <li>That Council direct Staff to [specify desired changes and/or directions].</li> </ul>

## NEXT STEPS:

As this is a residential zoning amendment there will be no public hearing. The motion to give first reading will allow staff to give notice that the zoning amendment and the Development Variance Permit are to be considered by Council.

**Respectfully Submitted:** Tyler Brown, Director of Community Planning and Strategic Initiatives

**Reviewed by:** N/A

**Approved By:** Richard Harding, Chief Administrative Officer

## LICENCE AGREEMENT

THIS AGREEMENT dated for reference October 21st, 2025 is

BETWEEN:

**DISTRICT OF UCLUELET**

Box 999  
200 Main Street  
Ucluelet BC V0R 3A0

(the "**District**")

AND:

**ALLIANCE HOLDINGS LIMITED**

c/o Marshall & Lamperson  
710 Memorial Ave  
P.O. Box 879 Station Maintained Qualicum Beach, BC  
V9K 1T2

(the "**Licensee**")

WHEREAS:

- A. The lands located in the District of Ucluelet and shown on the sketch plan attached as Schedule A as "BAY STREET" are dedicated public highway and thus the soil and freehold thereof is vested in the District (the "**Lands**");
- B. The Lands are bordered by lands owned by the Licensee, and the Licensee wishes to use areas of the Lands to allow it to continue to maintain existing encroaching residential buildings, paved access for vehicles and pedestrians to the Licensee's adjacent lands, and garden areas; and
- C. In accordance with the terms and conditions of this Agreement, the District has agreed to grant the Licensee a licence over the portion of the Lands shown as a 9m wide strip of land immediately adjacent to Lot 2, District Lot 282, Clayoquot District, Plan 14846, outlined in bold, hatched and labelled "Licence Area" on the sketch plan attached as Schedule A (the "**Licence Area**") to occupy, use and maintain the existing residential buildings, paved access for vehicles and pedestrians to the Licensee's adjacent lands, and garden areas that encroach into the Licence Area (the "**Improvements**").

NOW THEREFORE in consideration of the payment of the Licence Fee (as hereinafter defined) from the Licensee to the District and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the District, the District and the Licensee agree as follows:

1. **Grant of Licence**

- (a) The District hereby grants to the Licensee and its guests, employees, agents, and contractors, a licence to enter, go, be on, pass, and repass, with or without vehicles, personal property, and equipment, upon, over, under, and across the Licence Area to:
  - (i) repair, occupy, maintain, and inspect the Improvements; and
  - (ii) store personal property within the Licence Area, provided that the duration of the storage will be limited to the duration of the Licence.
- (b) The Licensee agrees that the Licence Area will be used only for the purposes outlined in section 1(a) above.

2. **Term, Fee and Termination**

- (a) This Agreement will commence on the date this Agreement is fully executed (the “**Commencement Date**”) and will continue until terminated in accordance with this Agreement (the “**Term**”).
- (b) The Licensee will pay to the District a licence fee of \$1.00 (the “**Licence Fee**”) on or before the Commencement Date.
- (c) This Agreement may be terminated as follows:
  - (i) by either party upon one (1) year’s written notice to the other party, provided, however, that the parties hereto acknowledge that nothing precludes the parties from agreeing to such shorter or longer notice period as the parties may determine is desirable; and
  - (ii) by the District upon written notice to the Licensee if the Licensee breaches or fails to observe or perform any of its covenants or agreements under this Agreement and such breach is not cured by the Licensee within 30 days after delivery of written notice thereof from the District, or, if the Licensee determines that the cure of such breach or failure will reasonably require longer than 30 days, such longer period, that the District consents to in writing in its sole discretion prior to the expiry of the 30 day period, provided that the Licensee diligently and continuously proceeds to cure the breach or failure at all times.
- (d) Upon termination of this Agreement for any reason, the Licensee will, at its sole cost, restore the Licence Area, including removal of all of the Improvements, and any other area affected by the Licensee's use of the Licence Area, to good condition to the District’s satisfaction.

3. **Compliance with Laws, Standard of Operation and Maintenance –**

- (a) The Licensee's use of the Licence Area will comply with all applicable District of Ucluelet bylaws, as well as any other instruments or enactments that regulate or impact the use of Licence Area, including, without limitation, any encumbrances on title to the Lands.
  - (b) Without limiting the generality of the foregoing, operation of the Improvements will comply with all applicable provincial and federal environmental laws, and the Licensee will be responsible for complying with such laws and all costs associated with doing so.
  - (c) The Licensee will operate the Improvements in a good and workmanlike manner and obtain all required governmental authorizations and permits and shall carry out the operation and maintenance of the Improvements in accordance with any such authorizations and permits and will maintain the Improvements in good condition.
4. **Licensee's Covenants** – The Licensee covenants and agrees with the District as follows:
- (a) to use the Licence Area only as set out in section 1(a) of this Agreement;
  - (b) not to alter or modify the Lands in any way beyond the scope of the Improvements or undertake any construction or placement of any other structure or encroachment on the Licence Area;
  - (c) to keep the Licence Area and areas adjacent to the Licence Area free and clear of obstructions (other than the Improvements) at all times, exercising the greatest care in the use and occupation of the Licence Area;
  - (d) not to cause or permit anything that may be or become a nuisance or annoyance on the Licence Area to the owners or occupiers of adjoining lands or to the public;
  - (e) to pay all costs and expenses of any kind whatsoever associated with and payable in respect of the Improvements, including without limitation all payments for work and materials, taxes thereon, and permits and licence fees, and should the Licensee fail to pay and discharge any such costs described above, the District may do so at the cost of the Licensee, and the Licensee shall pay the District's costs of doing so forthwith plus a 15% administration fee upon receipt of invoice for same;
  - (f) not to allow any refuse, debris, garbage, waste, contaminants, pollutants, or other loose or objectionable material to accumulate or be deposited on the Licence Area, but rather to dispose of the same regularly and continuously.
5. **Lands Accepted "As Is"** – The Licensee accepts the Licence Area in an "as is" condition and any improvements made to the Licence Area by the Licensee at any time during the Term of this Agreement, to make the Licence Area suitable for the purposes of the Licensee hereunder, shall be at the risk, cost, and expense of the Licensee.

6. **Indemnity** – The Licensee will indemnify, defend, and save harmless the District from and against all liability, actions, damages, proceedings, costs, claims, demands, and expenses whatsoever (including the actual cost of solicitor's fees and litigation expenses) which the District may incur or suffer or be put to by reason of or in connection with or arising from any breach, violation, or non-performance by the Licensee of any obligation hereunder to be observed or performed by the Licensee, any wrongful act or neglect of the Licensee on or about the Licence Area, any damage to property related to the Licensee's use and occupation of the Licence Area, or the death or injury to any person related to the Licensee's use and occupation of the Licence Area.
  
7. **Insurance Requirements** – The Licensee must, at its sole expense, obtain and maintain during the Term comprehensive general liability insurance providing coverage for death, bodily injury, property loss and damage, and all other losses, arising out of or in connection with the Licensee's activities on the Licence Area under this Agreement, in an amount of not less than \$5,000,000.00 per occurrence.
  
8. **Insurance Policies** – All policies of insurance required to be taken out by the Licensee must be with companies satisfactory to the District and must:
  - (a) name the District as an additional insured;
  - (b) include that the District is protected notwithstanding any act, neglect, or misrepresentation by the Licensee which might otherwise result in the avoidance of a claim and that such policies are not affected or invalidated by any act, omission, or negligence of any third party which is not within the knowledge or control of the insureds;
  - (c) be issued by an insurance company entitled to carry on the business of insurance under the laws of British Columbia;
  - (d) be primary and non-contributing with respect to any policies carried by the District and provide that any coverage carried by the District is in excess coverage;
  - (e) not be cancelled or materially altered without the insurer providing the District with 30 clear days written notice stating when such cancellation or alteration is to be effective;
  - (f) be maintained for a period of 12 months per occurrence;
  - (g) include a cross liability clause; and
  - (h) be on other terms acceptable to the District, acting reasonably.
  
9. **Insurance Certificates** – The Licensee must obtain all required insurance at its sole expense and must provide the District with certificates of insurance confirming the placement and maintenance of the insurance, concurrently with the execution of this Agreement and promptly after any request thereafter to do so by the District.

10. **District May Insure** – Upon the Licensee’s default the District may procure the insurance required under this Agreement in the name and at the expense of the Licensee.

11. **Builder’s Lien** –

- (a) The Licensee will, throughout the Term at its own cost and expense, cause any and all builders’ liens and other liens for labour, services, or materials alleged to have been furnished with respect to the Licence Area, which may be registered against or otherwise affect the Lands, to be paid, satisfied, released (including, without limitation, the release of all such liens from the interest of the District in the Licence Area), or vacated within 15 days after the District sends to the Licensee written notice by registered mail of any claim for any such lien.

Notwithstanding the foregoing, in the event of a bona fide dispute by the Licensee of the validity or correctness of any claim for any such lien the Licensee will not be bound by the foregoing, but will be entitled to defend against the claim in any proceedings brought in respect of the claim after first paying into court the amount claimed or sufficient security, and such costs as the court may direct, or the Licensee may provide, as security in respect of such claim, an irrevocable letter of credit, lodged with the District, for 120% of the full amount of any claim for any such lien, the amount of which letter of credit will be increased every six months to include interest on the claimed amount at the prime rate published by the Bank of Canada, calculated semi annually not in advance from the date any such claim is registered against or otherwise affects the Licence Area, continuing so long as the proceedings continue and which letter of credit will be on terms sufficient to protect the District’s interest in the Licence Area and in a form reasonably satisfactory to the District and will be issued by one of the chartered Banks of Canada; and, upon being entitled to do so, the Licensee will register all such documents as may be necessary to cancel such lien from the Licence Area, including the District’s interest in them.

- (b) The District will not be responsible for claims of builders liens filed by persons claiming through the Licensee or persons for whom the Licensee is in law responsible. The Licensee acknowledges and agrees that the improvements to be made to the Licence Area are made at the Licensee’s request solely for the benefit of the Licensee and those for whom the Licensee is in law responsible.

12. **Environmental Compliance** – The Licensee covenants and agrees with the District to:

- (a) use the Licence Area and maintain the Improvements in compliance with all Environmental Laws;
- (b) at the reasonable request of the District, obtain from time to time at the Licensee’s cost a report from an independent consultant designated or approved by the District verifying compliance with Environmental Laws and this Agreement or the extent of any non-compliance;



- (c) except in compliance with Environmental Laws, not store, manufacture, dispose, treat, generate, use, transport, remediate, or release Environmental Contaminants on or from the Licence Area without notifying the District in writing and receiving prior written consent from the District, which consent may be unreasonably or arbitrarily withheld;
- (d) promptly remove any Environmental Contaminants from the Licence Area in a manner that conforms to Environmental Laws governing their removal; and
- (e) notify the District in writing of:
  - (i) any enforcement, clean up, removal, litigation, or other governmental, regulatory, judicial, or administrative action instituted, contemplated, or threatened against the Licensee, the Licence Area, or Improvements pursuant to any Environmental Laws;
  - (ii) all claims, actions, orders, or investigations instituted, contemplated, or threatened by any third party against the Licensee, the Licence Area, or the Improvements relating to damage, contribution, cost recovery, compensation, loss, or injuries resulting from any Environmental Contaminants or any breach of the Environmental Laws; and
  - (iii) the discovery of any Environmental Contaminants or any occurrence or condition on the Licence Area or Improvements or any real property adjoining or in the vicinity of the Licence Area that could subject the Licensee, the Licence Area.

In this section 12, the following terms have the following meanings:

“Environmental Contaminants” means any contaminants, pollutants, hazardous, corrosive or toxic substances, flammable materials, explosive materials, radioactive materials, dangerous goods, microwaves, hazardous waste, urea formaldehyde, asbestos, noxious substances, compounds known as chlorobiphenyls, mould, and any other substance or material the storage, manufacture, disposal, treatment, generation, use, transport, remediation, or release of which into the environment is prohibited, regulated, controlled, or licenced under Environmental Laws.

“Environmental Laws” means any laws, statutes, regulations, orders, bylaws, permits or lawful requirements of any government authority with respect to environmental protection, or regulating, controlling, licensing, or prohibiting Environmental Contaminants.

13. **Assignment** – The Licensee may not assign to any third party this Agreement or any of its rights hereunder. The Licensee may permit the transfer of any of its shares in the normal course of operations as a cooperative corporation.

14. **Notice** – Where any notice, request, direction, or other communication must be given or made by a party under this Agreement, it must be in writing and is effective if delivered in person, sent by registered mail addressed to the party for whom it is intended at the address set forth above in this Agreement, or sent by email, to the District at email address [info@ucluelet.ca](mailto:info@ucluelet.ca) or to the Licensee at email address [allianceholdingssecretary@gmail.com](mailto:allianceholdingssecretary@gmail.com) as the case may be. Any notice, request, direction, or other communication is deemed to have been given if delivered in person, when delivered; if by registered mail, when the postal receipt is acknowledged by the other party; and, if by email, when transmitted. The delivery address or email address of a party may be changed by notice in the manner set out in this provision.
15. **No Effect on Laws or Powers** – Nothing contained or implied herein shall prejudice or affect the rights and powers of the District 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 as if the Agreement has not been executed and delivered by the District.
16. **Enurement** – This Agreement shall enure to the benefit of and be binding upon the parties hereto and their successors.
17. **Independent Parties** – The Licensee and all agents, servants, and workers of the Licensee are not and shall not be deemed to be agents, servants, or employees of the District.
18. **No Public Law Duty** – Whenever in this Agreement the District is required or entitled at its discretion to consider granting any consent or approval, or is entitled to exercise any option to determine any matter, or to take any action or remedy, the District may do so in accordance with the contractual provisions of this Agreement and no public law duty of procedural fairness or principle of natural justice shall have any application.
19. **Waiver or Non-action** – Waiver by the District of any breach of any term, covenant, or condition of this Agreement by the Licensee must not be deemed to be a waiver of any subsequent default by the Licensee. Failure by the District to take any action in respect of any breach of any term, covenant, or condition of this Agreement by the Licensee must not be deemed to be a waiver of such term, covenant, or condition.
20. **Severance** – The invalidity of any particular provision of this Agreement shall not affect the validity of the remainder of this Agreement shall be construed as if it were omitted.
21. **Interpretation** – Wherever the singular or the masculine are used, the same shall be construed as meaning the plural or the feminine or the body politic or corporate where the context or the parties hereto so require.
22. **Time of the Essence** – Time is of the essence of this Agreement.
23. **Laws of British Columbia** – This Agreement must be construed according to the laws of the Province of British Columbia.

*[Remainder of page left intentionally blank. Execution page to follow.]*

24. **Execution in Counterparts & Electronic Delivery** - This Agreement may be executed in any number of counterparts and delivered by email, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, provided that any party delivering this Agreement by email shall also deliver to the other party an originally executed copy of this Agreement.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the dates written below:

**THE DISTRICT OF UCLUELET** by its  
authorized signatories:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ALLIANCE HOLDINGS LIMITED,**  
by its authorized signatories:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

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Title

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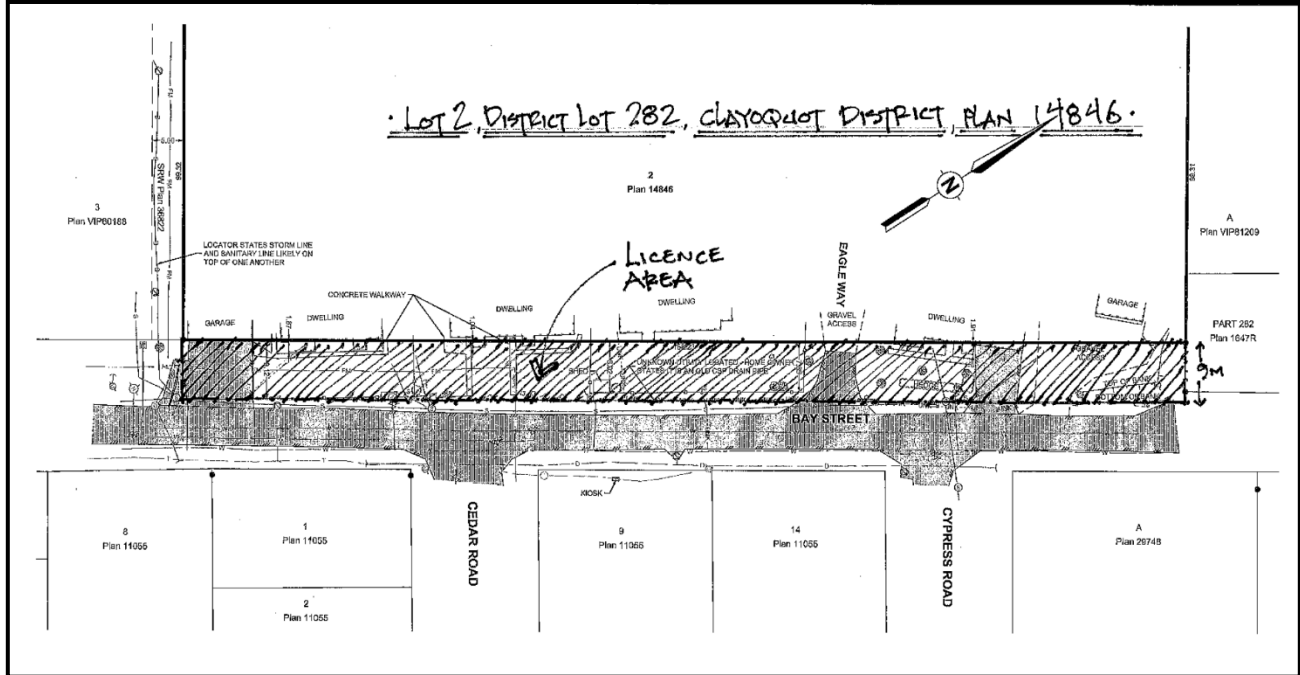
\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Schedule A

### Licence Area



## DISTRICT OF UCLUELET

### Zoning Amendment Bylaw No. 1383, 2025

A bylaw to amend the "District of Ucluelet Zoning Bylaw No. 1160, 2013".

(Alliance Holdings)

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**WHEREAS** the District of Ucluelet Council by Bylaw No. 1160, 2013, adopted the Zoning Bylaw and now deems it appropriate to amend the Zoning Bylaw;

**NOW THEREFORE** the council of the District of Ucluelet, in open meeting assembled, enacts as follows;

#### 1. Text Amendment

The District of Ucluelet Zoning Bylaw No. 1160, 2013, as amended, is hereby further amended as follows:

A. By adding the following subsection to the R-3 Zone alphanumerically:

"R-3.8.2 Notwithstanding other regulations in this bylaw, the lands legally described as Lot 2, Plan VIP14846, District Lot 282, Clayoquot Land District, [PID 004-280-237; 1910 Bay Street], the following regulations apply:

- (1) A *Multiple Family Residential* use may be in a *building* or group of *buildings* containing one or more *dwelling units* for *residential* use.
- (2) The Maximum Density of *dwelling units* is 16.
- (3) The Maximum Size (*Gross Floor Area*) of an *Accessory Building* is 60m<sup>2</sup> per dwelling unit to a combined total of 960m<sup>2</sup>.
- (4) One *Home Occupation* use per dwelling unit is allowed as a secondary use.

#### 2. Map Amendment

Schedule A (Zoning Map) of District of Ucluelet Zoning Bylaw No. 1160, 2013, as amended, is hereby further amended by changing the zoning designation of Lot 2, Plan VIP14846, District Lot 282, Clayoquot Land District, [PID 004-280-237; 1910 Bay Street], shown shaded on the map attached to this Bylaw as Appendix "A", from CS-5 - Tourist Commercial to R-3 - High Density Residential.

#### 3. Citation:

This bylaw may be known and cited for all purposes as the "District of Ucluelet Zoning Amendment Bylaw No. 1383, 2025".

**READ A FIRST TIME** this \*\* day of \*\*\*, 2025.

**READ A SECOND TIME** this \*\* day of \*\*\*, 2025.

**READ A THIRD TIME** this \*\* day of \*\*\*, 2025.

**ADOPTED** this \*\* day of \*\*\*, 2025.

**CERTIFIED CORRECT;** "District of Ucluelet Zoning Amendment Bylaw No. 1383, 2025".

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Marilyn McEwen  
Mayor

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Ed Chow  
Corporate Officer

**THE CORPORATE SEAL** of the  
District of Ucluelet was hereto  
affixed in the presence of:

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Ed Chow  
Corporate Officer

## Appendix A



# DEVELOPMENT VARIANCE PERMIT DVP25-07

Pursuant to section 498 of the Local Government Act, R.S.B.C 2015 C.1 as amended:

1. This Development Variance Permit is issued to:

**Alliance Holdings** (the "Owners")

2. This Development Variance Permit applies to, and only to, those lands within the District of Ucluelet described below, and the buildings, structures, and other development thereon:

**1910 Bay Street; Lot 2, Plan VIP14846, District Lot 282, Clayoquot Land District, [PID 004-280-237],** (the "Lands")

3. The work authorized by this Permit may only be carried out:

- a. in compliance with the requirements of the *District of Ucluelet Zoning Bylaw No. 1160, 2013* ("zoning bylaw"), except where specifically varied or supplemented by this development variance permit and,
- b. in compliance with all federal, provincial, and municipal statutes, regulations, and bylaws.

4. This permit authorizes the following variances to *District of Ucluelet Zoning Bylaw No. 1160, 2013*, specific to the lot as identified on **Schedule A**:

## Principle Building

1. **A front yard setback of 0.0 m whereas Section R-3.6.1 (1) (a) of the zoning bylaw indicates 6m.**
2. **A side yard setback of 1.0m whereas Section R-3.6.1 (1) (c) of the zoning bylaw indicates 6m**

## Accessory Buildings

3. **A front yard setback of 0.0 m whereas Section R-3.6.1 (2) (a) of the zoning bylaw indicates 7.5m**
4. **A side yard setback of 1.0 m whereas Section R-3.6.1 (2) (c) of the zoning bylaw indicates 1.5m".**

5. The above variance is granted for the existing buildings as outlined in **Schedule A**.



6. Notice shall be filed in the Land Title Office under Section 503 of the Local Government Act, and upon such filing, the terms of this Permit or any amendment hereto shall be binding upon all persons who acquire an interest in the land affected by this Permit.
7. This Permit is NOT a Building Permit.

**AUTHORIZING RESOLUTION** passed by the Municipal Council on the       day of       , 2025.

**ISSUED** the    day of    , 2025.

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Tyler Brown  
Director Of Community Planning And Strategic Initiatives

Schedule A

