

## 1.19

### DISTRICT OF MACKENZIE

#### License-to-Use District-Owned Land

Established by Council on August 24, 2009 – Resolution No. 26860

Amended by Council on June 22, 2015 – Resolution No. 29566

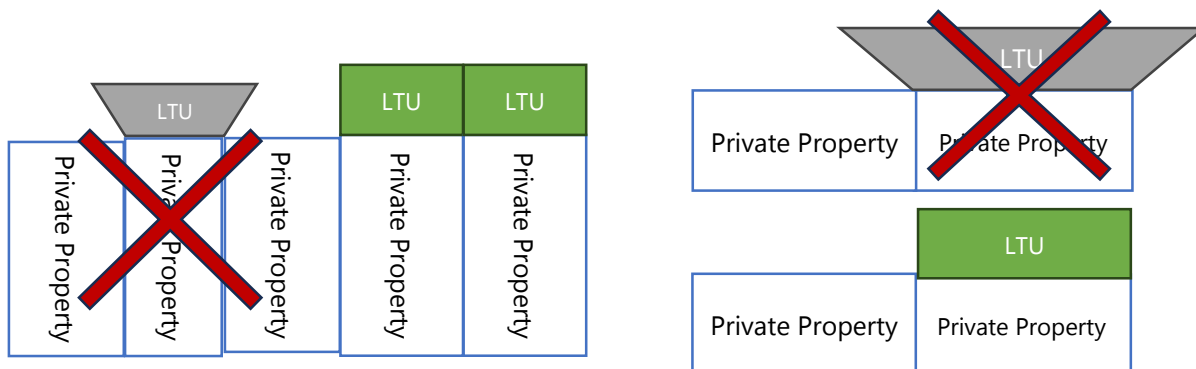
Amended by Council on \_\_\_\_\_ - \_\_\_\_\_

#### **1.0 Purpose:**

To establish criteria for granting requests to use District-owned land abutting private property for domestic purposes. Domestic purposes relate to activities which may include landscaping, gardening, dog run and the placement of a storage structure.

#### **POLICY**

1. An application fee of \$250.00 will be charged to private property owners applying for a License to Use agreement for the use of District-owned land for domestic purposes.
2. Upon receipt of an application the Director of Operations **Director of Corporate Services**, or their designate, will make arrangements to meet the applicant and review the intentions for usage of the subject property. Retention of neighbourhood character, privacy and the natural environment will be considered.
3. Site inspection will include determining the suitability of the land for the intended use. Site inspection will also determine the area of the appropriate land required for the intended use. **Land area will be a maximum of 160 m<sup>2</sup> or 25% of the property owner's lot, whichever is smaller, unless special circumstances warrant a larger area.**
4. **With the intent of equity between neighbours, the License to Use land area must be directly abutting the property owners land and must not exceed the same width of the owners adjoining parcel line or extend into a potential License to Use land area of a neighbouring property (rear or side parcel line in most cases, as shown below).**



5. Staff will consider neighbouring License holders' approved land area and may increase or decrease the size of a License to Use agreement land area requested to be consistent with other nearby properties. The intent is to have all back property lines line up, rather than creating a jigsaw puzzle effect, which can make future development more challenging.
6. A notice will be mailed or otherwise delivered to owners and tenants of all parcels adjacent to the subject property and any other parcels the ~~Director of Operations~~ Director of Corporate Services, or their designate, deems appropriate, requesting that any comments be made in writing, or in person, to the ~~Director of Operations~~ Director of Corporate Services, or their designate.
7. The ~~Director of Operations~~ Director of Corporate Services, or their designate, will prepare a report with the application for Council's consideration.

#### **STAFF DELEGATED AUTHORITY**

8. The Director of Corporate Services will be given authority to approve License to Use agreements, under the same conditions as outlined in this policy, in the following circumstances:
  - a. Applications for property that abuts P1 - Parkland or A1 - Agricultural zoned land that is not currently held for future expansion/development.
9. The Chief Administrative Officer would be the authorized signatory of the agreement.
10. At any time, if the Director of Corporate Services deems the application in these areas a unique circumstance that cannot be directly approved, it will be brought to Council for consideration.
11. Staff will have the authority and discretion to choose to bring any new license application or license renewal to Council for consideration, even if it meets the criteria of Section 8 (a).

#### **INELIGIBLE PROPERTIES**

12. License to Use agreement applications will not be accepted for the following properties:
  - a. those abutting District snow-dumps or water/sewer system right-of-way
  - b. those abutting steep embankments, watercourses, marshes, other lands deemed appropriate to avoid for environmental consideration (ie. Parsnip Crescent Area)
  - c. Properties within the Mobile Home Parks (commercially owned land).

#### **CONDITIONS OF LICENSE**

13. In granting an application, the following conditions will apply:

- (a) No structures requiring a building permit will be permitted on the land. A fence is not deemed to be a permanent structure; however, the site inspection will determine if the construction of a fence would detrimentally affect the character of the neighbourhood and/or District's ~~Wildfire Protection Plan~~. **Community Wildfire Resiliency Plan** Should a fence be allowed, it shall be removed upon termination of the agreement or upon request of the District.
- (b) In support of the District's **Community Wildfire Resiliency Plan**, the District staff and contractors will be authorized to enter the property and remove any trees or understory necessary on the License to Use Agreement. License holders will be provided advanced notice of the intentions to complete the work and information on safety considerations.
- (b) No alterations will be made on the land that would adversely affect the natural drainage.
- (c) No trees that are six inches and larger measured at 4 feet above ground shall be removed unless specifically granted permission by the District.
- (d) The applicant shall maintain the Lands in a clean and sanitary condition in accordance with the laws and regulations of the government agencies having jurisdiction.
- (e) The subject property must only be accessed through the applicant's privately-owned property.
- (f) The property can be inspected by the ~~Director of Operations~~ **Director of Corporate Services**, or their designate, for any reason at any time provided that reasonable notice is given to the property owner and the applicant will provide access to the licensed area.
- (g) The applicant will maintain general liability insurance in the amount of \$2 million with respect to any one occurrence of injury, death or property damage, and evidence as to the existence of said insurance coverage and a copy will be submitted to the District.
- (h) The agreement may be terminated by the District of Mackenzie at any time upon 30 days written notice for any reason whatsoever.
- (i) The Licensee shall pay all taxes, rates, duties and assessments whatsoever whether federal, provincial, municipal or otherwise charged upon the Licenses or the District as a result of the Licensee's occupation of or use of the Premises.