



To: Planning Committee **Date:** October 24, 2022
From: Wayne Craig **File:** RZ 18-836107
Director, Development
Re: **Application by IBI Group for Rezoning at 3360, 3380 and a Portion of 3440 Sexsmith Road from “Assembly (ASY)”, “Single Detached (RS1/F)”, and “School & Institutional Use (SI)” to “Residential / Limited Commercial and Religious Assembly (ZMU51) – Capstan Village (City Centre)”**

Staff Recommendation

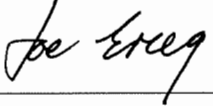
1. That Official Community Plan Bylaw 7100, Amendment Bylaw 10390, to amend Schedule 2.10 of Official Community Plan Bylaw 7100 (City Centre Area Plan), to repeal the existing “Institution” land use designation at 3360 Sexsmith Road, be introduced and given first reading.
2. That Bylaw 10390, having been considered in conjunction with:
 - the City’s Financial Plan and Capital Program;
 - the Greater Vancouver Regional District Solid Waste and Liquid Waste Management Plans;

is hereby found to be consistent with said program and plans, in accordance with Section 477(3)(a) of the *Local Government Act*.

3. That Bylaw 10390, having been considered in accordance with OCP Bylaw Preparation Consultation Policy 5043, is hereby found not to require further consultation.
4. That Richmond Zoning Bylaw 8500, Amendment Bylaw 10389 to create the “Residential / Limited Commercial and Religious Assembly (ZMU51) – Capstan Village (City Centre)” zone, and to rezone 3360, 3380 and a portion of 3440 Sexsmith Road from “Assembly (ASY)”, “Single Detached (RS1/F)”, and “School & Institutional Use (SI)” to “Residential / Limited Commercial and Religious Assembly (ZMU51) – Capstan Village (City Centre)”, be introduced and given first reading.

Wayne Craig
Director, Development

WC:sch
Att. 9

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Arts, Culture & Heritage	<input checked="" type="checkbox"/>	
Affordable Housing	<input checked="" type="checkbox"/>	
Engineering	<input checked="" type="checkbox"/>	
Policy Planning	<input checked="" type="checkbox"/>	
Sustainability & District Energy	<input checked="" type="checkbox"/>	
Transportation	<input checked="" type="checkbox"/>	

Staff Report

Origin

IBI Group, on behalf of Dava Developments Inc., in cooperation with the Richmond Capstan Alliance Church (Christian and Missionary Alliance, Canadian Pacific District Inc. No. 15034S), has applied to the City of Richmond for permission to rezone lands at 3360, 3380 and a portion of 3440 Sexsmith Road from “Assembly (ASY)”, “Single Detached (RS1/F)”, and “School & Institutional Use (SI)” to “Residential / Limited Commercial and Religious Assembly (ZMU51) – Capstan Village (City Centre)”, to construct a mixed use development in the northeast quadrant of the City Centre’s Capstan Village (Attachments 1, 2 and 3), including:

1. The creation of a two-lot development site, bisected by a dedicated extension of Ketcheson Road, with a mixed use lot on the east (Lot A) and a residential lot on the west side (Lot B);
2. Total floor area of 35,823 m² (385,599 ft²), including:
 - a) Church and child care: 2,853 m² (30,709 ft²) on Lot A;
 - b) Ground floor restaurant/retail fronting Capstan Way: 463 m² (4,988 ft²) on Lot A;
 - c) Residential: 32,507 m² (349,902 ft²) comprising a total of 392 apartment units, including:
 - i) An 8-storey mixed income rental housing building (proposed to be managed by S.U.C.C.E.S.S., a non-profit housing operator) containing 69 units on Lot A, secured in perpetuity with residential rental tenure zoning and housing agreements registered on title, including:
 - 3,097 m² (33,330 ft²) as 49 affordable Low End Market Rental (LEMR) units;
 - 1,542 m² (16,600 ft²) as 20 market rental units and circulation; and
 - Additional floor area for common space within the building;
 - ii) Three market (strata) residential buildings comprising 323 units, including:
 - An 11-storey tower containing 132 units on Lot A; and
 - Two towers (12 and 14 storeys) containing 191 units on Lot B;
3. A linear public open space along the site’s north side (secured with a statutory right-of-way), comprising a 6 m (20 ft.) wide multi-use path and expanded landscaped areas for seating and play (developer owned/maintained), will complement an existing 9 m (30 ft.) wide linear public open space (secured with a statutory right-of-way) on the abutting property;
4. Public art and heritage interpretation for the Herrling Residence (as discussed in the Findings of Fact section of the report); and
5. Off-site works, including utility upgrades, street widening, frontage improvements, and construction of Ketcheson Road, will be subject to a City Servicing Agreement, secured with a Letter of Credit. In addition, the linear public open space along the site’s north side will be subject to a Servicing Agreement to ensure the works optimize public safety.

A minor amendment is proposed to the City Centre Area Plan (CCAP) “Specific Land Use Map: Capstan Village (2031)” (Schedule 2.10 of Official Community Plan Bylaw 7100) for the purpose of accurately reflecting the development’s proposed consolidation of “Institution” uses in a single location at the northwest corner of Capstan Way and Garden City Road (Lot A).

The part of 3440 Sexsmith Road located west of Ketcheson Road is not subject to this rezoning application. Prior to rezoning adoption, that portion of 3440 Sexsmith Road will be subdivided from the development site and a legal agreement will be registered on title to restrict development of the area unless it is consolidated with adjacent properties at 3420 and 3426 Sexsmith Road. A future rezoning application will be required for the consolidated site.

Findings of Fact

A Development Application Data Sheet with details of the development is attached (Attachment 4).

Subject Site Existing Housing Profile

There are no existing residential dwellings on the subject site.

Subject Site Existing Uses

The subject development comprises three lots, two of which are vacant, including 3380 Sexsmith Road (single-family lot) and 3440 Sexsmith Road (former TransLink park-and-ride). The third lot, 3360 Sexsmith Road, is owned and occupied by the Christian and Missionary Alliance, Canadian Pacific District Inc. No. 15034S, which is participating in the subject rezoning for purpose of relocating its existing church and child care to the proposed new expanded facilities at the northwest corner of Capstan Way and Garden City Road (Lot A).

Herrling Residence

The Church-owned property at 3360 Sexsmith Road includes a small house used for church and child care purposes (i.e. no residential use). The house, known as the Herrling Residence, was built in 1932 and has heritage value through its association with interwar development in the City Centre. The house is not a protected heritage resource and is not included on the City's Heritage Inventory. Due to the complexity of the subject development (including the proposed church and child care expansion), the developer has concluded it is not feasible to retain or repurpose the house on-site as part of the redevelopment proposal. Prior to rezoning bylaw adoption, a legal agreement will be registered on title to restrict demolition of the house until, as determined to the City's satisfaction, the developer has:

1. Submitted a heritage interpretation plan, together with documentation of the house (e.g., photographs), prepared by a qualified heritage consultant and reviewed by the Richmond Heritage Commission;
2. Made efforts, to the City's satisfaction, to relocate the house off-site (e.g., by posting the house on the City's House Moving and Salvage List) and, if the building is unable to be relocated, the developer has salvaged artefacts on behalf of the City and transferred the artefacts to the City, all at the developer's cost; and
3. Based on the approved heritage interpretation plan, provided for the installation of heritage interpretation within and/or fronting the proposed linear public open space along the site's north side (i.e. signage, public art, and/or other features), at the developer's cost, in coordination with the Development Permit and Servicing Agreement.

Remnant Lot

The portion of 3440 Sexsmith Road located west of the proposed alignment of Ketcheson Road is not part of this rezoning application (Attachments 1 and 2). Despite best efforts, the developer was unable to acquire the existing single-family lot at 3420 Sexsmith Road and, rather than leave it as an orphan lot (i.e. based on the lot's 28 m/92.ft. width, which is narrower than the CCAP's recommended minimum 40 m/131 ft. width), the applicant agreed to omit the west part of 3440 Sexsmith Road so that the two properties, together with a small City-owned lot at 3426 Sexsmith Road (i.e. residual land from the establishment of Capstan Way), might be the subject of future consolidation and rezoning (by others). Prior to adoption of the subject rezoning bylaw, 3440 Sexsmith Road will be subdivided to create two lots and a legal agreement will be registered on the remnant (west) part to restrict its development unless it is consolidated with 3420 and 3426 Sexsmith Road and vehicle access to the consolidated site is provided via a shared driveway installed along the Ketcheson Road frontage of the subject development's proposed Lot B.

Surrounding Development

To the North: Concord Pacific's seven-tower "Concord Gardens" residential development (complete), including park and part of Ketcheson Road, both of which features are built over a parking structure and secured with statutory rights-of-ways (RZ 06-349722, DP 12-611486, DP 13-642725, DP 14-670686, DP 15-700800, and ZT 15-700276).

To the South: Capstan Way, beyond which is Polygon's "Talisman" development, comprising a mix of high- and mid-rise residential buildings, ground floor retail along a portion of Capstan Way, City-owned park, and a new south leg of Ketcheson Road. The development's rezoning bylaw received third reading of Council on January 17, 2022 and Development Permit applications have been submitted for two of the project's four phases (RZ 18-836123, DP 22-015851 and DP 22-017484).

To the East: Garden City Road, beyond which is a portion of the West Cambie planning area comprising townhouses and single-family homes, a small commercial plaza, and Talmey Elementary School.

To the West: Sexsmith Road, beyond which is a cluster of mixed use, high density, high-rise developments in various stages of construction or completion (including projects by Pinnacle International, Concord Pacific, Yuanheng Developments, and Minglian Holdings), centred around the Capstan Canada Line Station (opening fall 2023), Capstan Neighbourhood Park (partly complete), City-owned Sprouts Early Childhood Development Centre (complete), and Capstan Community Centre (under construction).

Related Policies & Studies

Development of the subject site is subject to the OCP, CCAP, and other policies (e.g., affordable housing) and studies. Relevant information is provided below and in the report's Analysis section.

1. OCP Aircraft Noise Sensitive Development (ANSD) Policy: The subject site is located within ANSD "Area 3", which permits all aircraft noise sensitive uses if the building design includes required noise mitigation measures and purchasers are made aware of potential noise conditions. Prior to rezoning adoption, a covenant will be registered on title requiring that the developer satisfies all City requirements.

2. Airport Zoning Regulations (AZR): Transport Canada regulates maximum permitted building heights in City Centre locations that may affect airport operations. The developer has submitted a letter, prepared by a registered surveyor, confirming that the proposed maximum building height of 47 m (154 ft.) GSC complies with AZR requirements.
3. Floodplain Management Implementation Strategy: City Centre buildings are required to comply with Richmond Flood Plain Protection Bylaw 8204. Prior to rezoning adoption, a flood indemnity covenant will be registered on title.

Public Consultation

Rezoning signs have been installed on the subject property. Staff have not received any comments from the public about the rezoning application in response to the placement of the rezoning signs on the property.

Staff have reviewed the proposed Official Community Plan (OCP) and zoning bylaw amendments, with respect to the *Local Government Act* and the City's OCP Consultation Policy No. 5043 requirements, and recommend that this report does not require referral to external stakeholders. An OCP consultation summary clarifying this recommendation is attached (Attachment 5).

Richmond Official Community Plan Bylaw 7100, Amendment Bylaw 10390, having been considered in accordance with OCP Bylaw Preparation Consultation Policy 5043, is hereby found to not require further consultation.

Should the Planning Committee endorse this application and Council grant first reading to the rezoning and OCP bylaw, the bylaw will be forwarded to a Public Hearing, where any area resident or interested party will have an opportunity to comment.

Analysis

IBI Group has applied to rezone the subject site to permit the construction of a two-lot, medium to high-density, mixed use development comprising 392 apartment units in four towers (including 49 affordable LEMR housing units and 20 market rental housing units), pedestrian-oriented retail at grade along a portion of Capstan Way, and new church and child care facilities for the Richmond Capstan Alliance Church (currently located at 3360 Sexsmith Road), together with a public greenway, an extension of Ketcheson Road, and various road and utility upgrades.

This proposal is consistent with current OCP and CCAP policies applicable to the subject site, which encourage, among other things, the retention and enhancement of existing community-serving institution uses, together with medium to high density residential development (including affordable housing and market rental housing), public walkways and open space (including a mid-block "pedestrian linkage" along the site's entire north boundary), street and bike network improvements, and funding contributions towards Capstan Station-related mobility improvements.

Proposed CCAP Amendment

The CCAP currently designates two of the development's properties as "Institution", including the existing Richmond Capstan Alliance Church at 3360 Sexsmith Road and the former TransLink park-and-ride at 3440 Sexsmith Road. The CCAP "Institution" land use designation is applied to sites containing institution, community, government, and similar facilities with the aim of permitting site-specific bonus density (i.e. over and above the density generally permitted on adjacent lands) as a means to encourage the delivery of enhanced community-serving institutional uses through private development.

TransLink has relocated its park-and-ride to Bridgeport Village and sold its property to the subject developer. The rezoning proposes to replace the existing church and child care at 3360 Sexsmith Road with expanded facilities on the former park-and-ride lands. The proposal more than triples the existing combined floor area of the church and child care, from approximately 830 m² (8,900 ft²) to 2,853 m² (30,709 ft²), and the proposed location will make them a prominent Capstan Village feature. To facilitate the relocation and expansion of the church and child care, the developer proposes that:

1. A 0.185 floor area ratio (FAR) is granted to the development for exclusive church and child care uses (i.e. over and above the density that the CCAP would otherwise permit on the site); and
2. The CCAP "Specific Land Use Map: Capstan Village (2031)" is amended by removing the existing "Institution" designation at 3360 Sexsmith Road (i.e. the existing church/child care site) for the purpose of accurately reflecting the proposed consolidation of "Institution" uses (i.e. church and child care) in a single location at the northwest corner of Capstan Way and Garden City Road (Lot A).

Staff are supportive of the proposed CCAP amendment because it is consistent with the Plan's objectives for retaining and enhancing community-serving institution uses through private development and the minor density increase (0.185 FAR) will be used exclusively for the expanded church and licensed child care facility.

Proposed Site-Specific Zone (ZMU51)

A site-specific zone has been prepared to facilitate the subject development, "Residential/Limited Commercial and Religious Assembly (ZMU51) – Capstan Village (City Centre)" (Zoning Amendment Bylaw 10389). This site-specific zone is recommended on the basis that the proposed:

1. Density includes:
 - a) Base densities of 1.2 FAR on the subject site's east lot (Lot A) and 2.0 FAR on its west lot (Lot B), which are consistent with the CCAP for developments that comply with the City's affordable LEMR housing policy, as per the "Specific Land Use Map: Capstan Village (2031)" (Attachment 3);
 - b) The Capstan Station Bonus (i.e. 0.5 FAR residential density applied to both lots, over and above the base densities of 1.2 FAR and 2.0 FAR), which is applicable under CCAP policy where developers make voluntary contributions in the form of:
 - i) Cash contributions to the Capstan Station Reserve prior to Building Permit issuance (at standard City rates, as set out in the Zoning Bylaw) for station-related transportation improvements; and

- ii) Public open space contributions secured with a statutory rights-of-way (developer owned/maintained) based on 5 m² (54 ft²) per dwelling unit, which in the case of the subject development shall comprise at least 1,960 m² (0.5 acres) in the form of a public multi-use path and landscaped seating/play areas, as per CCAP policy for pedestrian linkages and related public open space features in Capstan Village;
 - c) A market rental housing bonus (0.1 FAR), which is consistent with OCP policy for mixed-tenure City Centre developments;
 - d) “Institution” density (0.185 FAR), which is consistent with CCAP policy (as described in the Proposed CCAP Amendment section of the report), and will generate 2,853 m² (30,709 ft²) for exclusive use for new expanded facilities for the Richmond Capstan Alliance Church, including new child care facilities; and
 - e) Provisions for calculating density on road dedications secured for Ketcheson Road and off-street bike paths along Sexsmith Road and Capstan Way (including the frontage of the remnant portion of 3440 Sexsmith Road), as per CCAP policy regarding the dedication of “minor streets” and other public realm features that are not eligible for Development Cost Charge credits;
2. Residential rental tenure provisions will secure 69 dwelling units on Lot A, including at least 49 LEMR units and 20 market rental units (which units will also be subject to a Housing Agreement, Market Rental Agreement, and related covenants, as applicable);
 3. Pedestrian-oriented commercial and church uses will be located at grade along the Capstan Way frontage of Lot A, where they will complement local commercial uses proposed as part of Polygon’s “Talisman” development (on the south side of Capstan Way) and contribute towards the creation of an animated neighbourhood node;
 4. Maximum building heights, ranging from 28 m (92 ft.) near Garden City Road to a maximum of 47 m (154 ft.) geodetic on the west part of the site, are consistent with the maximum heights permitted on the adjacent “Concord Gardens” site; and
 5. Site specific parking requirements include two car-share parking spaces on Lot A, a 50% increase in Class 1 (secured) bicycle parking spaces for residents (i.e. 1.875/unit instead of 1.25/unit), and a minimum of 10 Class 1 bicycle parking spaces for non-residential uses (which non-residential bike parking will be co-located with end-of-trip and bike maintenance facilities on Lot A, as per legal agreements registered on title prior to rezoning).

Proposed Church and Child Care

The Richmond Capstan Alliance Church owns and operates facilities at 3360 Sexsmith Road and a small satellite facility in Bridgeport Village. The Church currently leases a portion of its Sexsmith property to a commercial child care operator, Mustard Seed Children’s Centre. In anticipation of continued growth in Richmond and the City Centre, the Richmond Capstan Alliance Church has partnered with the subject developer with the aim of replacing its existing Sexsmith Road buildings with new expanded facilities designed to meet the needs of a growing and diverse population and provide a vibrant community hub.

Existing Facilities: The combined floor area of the Church's existing Sexsmith Road facilities is approximately 830 m² (8,900 ft²). This includes the church hall, 620 m² (6,700 ft²), and a secondary building housing the child care, 210 m² (2,200 ft²).

The church serves a community of approximately 350 people, most of whom live in Richmond. In addition to being a place of worship, the church runs a variety of social, recreational, and educational programs for its members.

Mustard Seed Children's Centre is licensed commercial child care with capacity for 37 children, including 25 full-day spaces for 3-5 year-olds and 12 full-day toddler/preschool spaces. The Centre currently has a wait list of 20 children.

Development Concept: The church and child care are envisioned as a community hub offering programs and services for all ages and abilities and contributing towards the development of a vibrant and inclusive urban community. The facility is proposed as a four-storey, "stand-alone" building comprising 2,853 m² (30,709 ft²) at the corner of Capstan Way and Garden City Road, at the southeast corner of the development's east lot (Lot A). The proposed location will make it a prominent feature along Garden City Road and the Capstan Way greenway/bike path, at a key gateway between Capstan Village and the Capstan Canada Line Station on the west and "The Oaks" residential neighbourhood and Talmey Elementary School on the east. Key features of the proposed development concept include:

1. On the ground floor, a 392-seat church sanctuary, main lobby, "community hang-out" space, and administration and support spaces (e.g., kitchen and washrooms), with access provided via a broad weather-protected porch for socializing along the building's Capstan Way frontage and direct indoor access to the Lot A shared parking structure;
2. On the second floor, an upper lobby with direct access to the Lot A central plaza (auto-court) and additional church/child care parking, various support spaces, and the proposed child care, which includes a full-day child care for 35 – 40 children, comprising 345 m² (3,715 ft²), a half-day toddler/preschool program space for 10 – 12 children, comprising 126 m² (1,358 ft²), and 262 m² (2,830 ft²) of outdoor play space including a covered area (the design of which will take into consideration the City's child care design guidelines and meet all applicable child care licensing requirements);
3. On the third floor, classrooms, meeting rooms, and support spaces;
4. On the fourth floor, a large gymnasium with support spaces (i.e. kitchen, change rooms and storage) suitable for a broad range of sports, recreation, and social activities and events;
5. 71 parking spaces for exclusive church and child care use (located at the building's two entry levels and connected with a parking ramp), together with a large landscaped plaza (auto-court) at the centre of Lot A designed to accommodate passenger drop-off/pick-up and minimize potential traffic congestion on surrounding streets during peak use periods; and
6. Subdivision in the form of an Air Space Parcel, together with easements and statutory rights-of-ways to secure necessary access to and use of parking, loading, and related exclusive and shared features within the Lot A mixed use development.

Relocation Strategy: The Richmond Capstan Alliance Church's existing Sexsmith Road property is not suitable to its needs. While the site is large, its shape is narrow and deep, which compromises its ability to expand to accommodate key program objectives (e.g., a large gymnasium and ground-

oriented child care and community spaces) and provide adequate parking. Relocation of the church and child care from their existing mid-block 3360 Sexsmith Road location to the corner of Capstan Way and Garden City Road will enhance the prominence of the new facility and provide necessary design flexibility. Moreover, as the CCAP encourages higher density high-rise buildings on the subject development's west side and lower density, lower-rise buildings on its east side, locating the proposed four-storey church and child care on the site's east side will make it a better fit with the CCAP's built form objectives and surrounding development.

It is anticipated that the existing Sexsmith Road church and child care facilities may need to be vacated before the new facilities on Lot A are complete. The Richmond Capstan Alliance Church has made the commercial child care tenant aware of its plans to redevelop and will be working with the developer to extend its use of 3360 Sexsmith Road for as long as possible in order to minimize disruptions to the delivery of church and child care services. In addition, prior to rezoning bylaw adoption, a legal agreement will be registered on title restricting demolition of the existing Sexsmith Road church and child care facilities until:

1. A Development Permit is issued for the comprehensive development of the entire subject site, including the new church and child care facilities on Lot A;
2. All Richmond Capstan Alliance Church operations have been satisfactorily relocated off-site (i.e. to the proposed Lot A facilities or a temporary location, as applicable);
3. The commercial child care tenant has been kept apprised of the progress of the proposed redevelopment and provided with at least six months notice (as per the terms of its existing lease agreement with the Church); and
4. The owner has provided the commercial child care tenant with the services of a professional realtor, at the owner's sole cost, to assist the child care tenant in finding similar appropriately zoned space to lease within Richmond.

The existing commercial child care operator has submitted a letter indicating that it supports the Church's proposed redevelopment and is satisfied with the measures provided with regard to its relocation (Attachment 6).

Housing

The proposed development includes 32,507 m² (349,902 ft²) of residential floor area and a total of 392 apartment units, comprising 323 market (strata) units, including an 11-storey tower containing 132 units on Lot A and two towers (12 and 14 storeys) containing 191 units on Lot B, and 69 rental units (including 49 affordable housing units and 20 market rental housing units) in a Mixed Income Rental Housing Building on Lot A.

1. Affordable Housing & Market Rental Housing Policy Compliance: Council approved amendments to the Low End Market Rental (LEMR) Program on November 15, 2021 and introduced a new Market Rental Housing Policy on June 20, 2022. Rezoning applications received prior to the adoption of these changes are to be processed in keeping with the LEMR and Market Rental Policies that pre-dated the changes, provided that such applications are brought forward to Council for consideration by November 15, 2022. (Note that earlier presentation of the subject application to Council was not possible due to delays incurred through the attempted acquisition of 3420 Sexsmith Road, which entailed several redesigns, and the complexity of coordinating the objectives of the Church and child care

with the overall development concept.) The proposed rezoning application was submitted to the City in 2018 and, as such, the development provides for:

- a) Affordable LEMR housing based on 10% of total residential floor area (excluding market rental housing floor area); and
- b) Market rental housing based on the OCP's density bonus provisions for the voluntary contribution of market rental housing.

In compliance with the City's policies, the subject development and proposed site-specific ZMU51 zone (which includes residential rental tenure zoning) provide for the following features:

- a) For affordable LEMR housing: 49 LEMR units, constructed on-site to a turnkey level of finish (at the developer's sole cost) and secured in perpetuity with a Housing Agreement registered on title, comprising at least 3,097 m² (33,330 ft²) of habitable space, based on 10% of the development's total maximum residential floor area (excluding market rental housing floor area); and
- b) For market rental housing: The developer's voluntary contribution of at least 20 market rental housing units, constructed on-site to a turnkey level of finish (at the developer's sole cost) and secured in perpetuity with a Market Rental Agreement registered on title, comprising at least 1,542 m² (16,600 ft²) in the form of habitable dwelling unit floor area and a proportional share of ancillary space (e.g., corridors), as per the OCP's market rental housing density bonus provisions (i.e. 0.1 floor area ratio for market rental housing and ancillary spaces in City Centre mixed tenure buildings).

To ensure rezoning applications proceeding in accordance with the LEMR policy in place prior to November 15, 2021, move forward to adoption in a timely manner, the proposed rezoning is to be adopted no later than November 15, 2023. If the subject rezoning is not ready for adoption by November 15, 2023, a staff report will be brought forward to Council providing an update on the status of the rezoning and recommending whether the rezoning should be revised to comply with current City policy.

2. Non-Profit Housing Operator: The developer proposes to cluster the development's affordable housing and market rental housing contributions in a stand-alone building. As required under the City's Affordable Housing Strategy, a developer has the flexibility to cluster LEMR units in a stand-alone building if a partnership with a non-profit housing operator has been established. As evidence of such a partnership, the developer has entered into a preliminary Memorandum of Understanding (MOU) with an experienced non-profit housing operator (S.U.C.C.E.S.S.) interested in operating the LEMR and market rental units. The developer has submitted a copy of the preliminary MOU, together with a letter of intent from the proposed operator (Attachment 7), for the City's consideration.

S.U.C.C.E.S.S. currently owns and operates two affordable housing buildings in Richmond (134 units) and is seeking additional opportunities in Richmond to deliver affordable housing. Based on experience, S.U.C.C.E.S.S. prefers a clustered arrangement of units within a building because it enhances operational control and strengthens relationships between tenants. S.U.C.C.E.S.S. has stated that it is interested in operating the proposed mix of affordable and market rental units because the combination of tenants contributes to a positive social outcome and the market units' higher rents will improve the financial sustainability of operating the LEMR units.

3. Lot A Mixed Income Rental Housing Building: The developer proposes to construct the entirety of the development’s affordable LEMR housing and market rental housing contribution in a stand-alone, 8-storey Mixed Income Rental Housing Building located at the corner of Capstan Way and Ketcheson Road (Lot A). The rental building will be constructed to a turnkey level of finish (at the developer’s sole cost) and completed, to the City’s satisfaction, prior to occupancy of any market strata units on either lot (Lot A or Lot B).

The proposed Lot A Mixed Income Rental Housing Building will include at least:

- a) 49 LEMR units, comprising 3,097 m² (33,330 ft²) of habitable unit floor area;
- b) 20 market rental units and ancillary space, comprising 1,542 m² (16,600 ft²); and
- c) Additional floor area for common lobbies, hallways, elevators, stairs, mechanical, electrical, and other uses and spaces intended for the exclusive use of the Mixed Income Rental Housing Building occupants and/or necessary for the building’s intended operation, to the satisfaction of the City, as determined through an approved Development Permit.

Legal agreements will be registered on title prior to rezoning bylaw adoption to secure parking, bike storage, electric vehicle (EV) charging infrastructure, indoor and outdoor amenity space, waste management and loading facilities, and related uses and spaces for the use and enjoyment of the Mixed Income Rental Housing Building occupants, in compliance with OCP and Zoning Bylaw requirements, to the City’s satisfaction.

In addition, as per the City’s Low End Market Rental (LEMUR) Program, a Housing Agreement will be registered on title to secure full access of the applicable Lot A amenities (as described in the Amenity Space for Residents section of the Analysis) and restricting the Lot A owner(s), housing operator, or others from charging the affordable LEMUR housing occupants any additional fees (i.e. over and above the Council-approved LEMUR rental rates) for use of any indoor/outdoor amenity spaces, parking, bike storage, or similar features.

4. Overall Dwelling Unit Mix: The OCP and CCAP encourage the development of a variety of unit types and sizes supportive of the diverse needs of Richmond’s population including, but not limited to, households with children. Staff support the developer’s proposal, which provides for a combined total of 240 one-bedroom units (61%) and 152 family-friendly, two- and three-bedroom units (39%), as indicated in the table below.

Housing Tenure	Studio	1-BR	2-BR & 3-BR
• Market Strata (323)	Nil	60% (194)	40% (129)
• Affordable (49)	Nil	70% (34)	30% (15)
• Market Rental (20)	Nil	60% (12)	40% (8)
Total (392 units)	Nil	61% (240 units)	39% (152 units)

5. Affordable Housing Unit Mix: The developer proposes to deliver the development’s 49 affordable LEMUR housing units in a combination of 34 one-bedroom units (70%) and 15 two-bedroom units (30%), all of which shall comply with the Zoning Bylaw’s Basic Universal Housing (BUH) standards (making them adaptable for occupants with disabilities). Through the Development Permit process, staff will work with the developer and housing operator to secure at least 5% three-bedroom units, as per the City policy.

Affordable Housing	Min LEMR Unit Area	Max Unit Rent per Month(1)	Max Household Income (1)	LEMUR Project Unit Targets	
				Unit Mix(2)	BUH(3)
Studio	37 m ² (400 ft ²)	\$811	\$34,650	70% (34 units)	100%
1-Bedroom	50 m ² (535 ft ²)	\$975	\$38,250		100%
2-Bedroom	69 m ² (741 ft ²)	\$1,218	\$46,800	30% (15 units)	100%
3-Bedroom	91 m ² (980 ft ²)	\$1,480	\$58,050		100%
TOTAL	Varies	Varies	Varies	100% (49 units min)	100%

- (1) Rates shall be adjusted periodically, as provided for under adopted City policy.
- (2) The unit mix will be confirmed to the satisfaction of the City through the Development Permit* process. The recommended LEMR unit mix is indicated in the table; however, based on approved design, which may take into account non-profit housing operator input, the LEMR unit mix may be varied provided that at least 15% of units have 2 bedrooms and at least 5% have 3 bedrooms.
- (3) BUH units mean those units that comply with the Zoning Bylaw's Basic Universal Housing standards.

6. Market Rental Housing Unit Mix: The developer proposes to deliver the development’s 20 market rental housing units in a combination of 40% family-friendly two- and three-bedroom units and 60% one-bedroom units, all of which shall comply with the Zoning Bylaw’s Basic Universal Housing (BUH) standards (making them adaptable for occupants with disabilities).
7. Rental of Strata Dwellings: The OCP encourages measures aimed at reducing barriers to accessing rental housing in multi-family residential developments. Prior to rezoning bylaw adoption, the developer will register a restrictive covenant on title prohibiting the imposition of strata bylaws prohibiting market (strata) dwelling units from being rented or imposing age-based restrictions on occupants.

Amenity Space for Residents

The CCAP and OCP require that large multi-family developments provide shared indoor and outdoor amenity space for socializing, recreation, and children’s play. To satisfy these requirements, the development includes the following shared amenity spaces.

Shared Indoor Amenity Space: On Lot A, at least 402 m² (4,327 ft²) in the form of a “stand-alone” indoor amenity building fronting the lot’s central plaza (auto-court) for the shared use of all Lot A residents (i.e. affordable housing, market rental, and market strata) and, on Lot B, at least 382 m² (4,112 ft²) within the lot’s podium for the shared use of all Lot B residents (i.e. market strata).

Shared Outdoor Amenity Space: On Lot A, at least 1,206 m² (12,981 ft²) of rooftop space, distributed proportionally between the rooftops of the Mixed Income Rental Housing Building and market (strata) building for the exclusive use of each building’s occupants, and on Lot B, at least 1,146 m² (12,335 ft²) of podium rooftop space for the shared use of all Lot B residents.

In addition, prior to rezoning adoption, legal agreements will be registered on title to the lots to:

1. Secure unrestricted shared use of the Lot A “stand-alone” indoor amenity building by the lot’s affordable housing, market rental housing, and market (strata) occupants;
2. Restrict the ability of the Lot A owner(s), housing operator, or others from charging the affordable housing occupants for use of any indoor/outdoor amenity spaces or other necessary features of the building (e.g., parking and bike storage);

3. Require that the Lot A Mixed Income Rental Housing Building includes an additional 19 m² (200 ft²) of indoor amenity space for use by the building's non-profit housing operator for program and administration purposes; and
4. Ensure that prior to residential occupancy, the applicable amenity spaces are completed, on a building-by-building basis, to the City's satisfaction.

Accessibility

Richmond's OCP seeks to meet the needs of the city's aging population and people facing mobility challenges by encouraging the development of accessible housing that can be approached, entered, used, and occupied by persons with physical or sensory disabilities.

Staff support the developer's proposal, which is consistent with City policy and will include barrier-free lobbies, common areas, and amenity spaces, aging-in-place features in all units (e.g., blocking for grab bars and lever handles), and at least 30% Basic Universal Housing (BUH) units (i.e. 118 of 392 units), including 15% of market strata units (i.e. 49 of 323 units) and 100% of affordable housing and market rental housing units (i.e. 49 units and 20 units respectively).

Transportation

The CCAP requires various road, pedestrian, and cycling network improvements on and around the subject site and encourages the implementation of transportation demand management measures aimed at reducing automobile dependence and encouraging walking, cycling, and increased use of transit. Consistent with these objectives, the proposed development provides for a variety of transportation improvements and related features, all at the developer's sole cost, to be secured through the proposed site-specific ZMU51 zone, legal agreements registered on title prior to rezoning, and the City's standard Servicing Agreement processes (secured with Letters of Credit). Development Cost Charge (DCC) credits will be applicable to works identified on the City's DCC Program.

Staff support the developer's proposal, which is consistent with City policy and includes:

1. Off-site network enhancements including:
 - a) Dedication and construction of an extension of Ketcheson Road (to City standards), connecting the road's existing north leg (at "Concord Gardens") to Capstan Way and the road's recently approved south leg (at Polygon's "Talisman");
 - b) Extension of off-street bike paths and related landscape improvements along Capstan Way, Sexsmith Road, and Garden City Road; and
 - c) Construction of a landscaped 6 m (20 ft.) wide greenway along the site's entire north edge (secured with a statutory rights-of-way) for use as a multi-use path for pedestrians and cyclists (i.e. 5% maximum slope) and designed to facilitate a potential future crossing of Garden City Road (by others), if warranted, as determined to the City's satisfaction (i.e. to improve safety and convenience for people travelling between Capstan Station, the Capstan Community Centre, and other uses on the west and Talmey Elementary School and West Cambie's residential neighbourhoods on the east);

2. Road widening and frontage improvements including:
 - a) Road, sidewalk, and related improvements along Capstan Way, Garden City Road, and Sexsmith Road, including dedication and full upgrades along the Capstan Way frontage of the remnant (west) portion of 3440 Sexsmith Road; and
 - b) Minimizing potential pedestrian and cycling conflicts by limiting vehicle access to Ketcheson Road, including two driveways serving the development's east lot and one driveway serving the west lot (the latter of which will be secured with a legal agreement for shared use with future adjacent development);
3. Parking measures including:
 - a) On Lot A, an auto-court in the form of a central landscaped plaza, screened by non-parking uses and designed to mitigate potential traffic impact on surrounding streets by providing for on-site drop-off/pick-up (for the church, child care and other uses) and direct on-site parkade connections;
 - b) 71 parking spaces secured for the exclusive use of the development's church and child care facility, including approximately 50% adjacent to the auto-court, at the level of the child care and church's second floor entrance, and 50% in the parkade, at the church's main floor;
 - c) Resident parking in compliance with the Zoning Bylaw, including on Lot A, 40 spaces secured for the 49 affordable LEMR units and 16 for the 20 market rental housing units; and
 - d) Residential visitor parking including 39 spaces on Lot B (residential lot) and 23 spaces on Lot A (mixed use lot), together with shared use of Lot A's 18 commercial parking spaces;
4. Car-share measures, including two dedicated car-share parking spaces with electric vehicle charging infrastructure within Lot A's auto-court (secured with a legal agreement for 24/7 public access), together with two car-share vehicles and a 3-year contract with a car-share operator; and
5. On-site cycling measures including:
 - a) End-of-trip cycling facilities (e.g., showers, change rooms, and related features) co-located with Class 1 (secure) bicycle storage spaces and bike maintenance/wash facilities for the shared use of commercial, church, and child care uses on Lot A;
 - b) Bike maintenance/wash facilities for residents, including one for each of the two market (strata) buildings and one for the Mixed Income Rental Housing Building; and
 - c) 50% increase in Class 1 bike storage for all residents (i.e. 1.875 bikes per unit instead of 1.25 bikes per unit).

Sustainability

The CCAP encourages the coordination of private and City development objectives with the aim of advancing opportunities to implement environmentally responsible buildings, services, and related features. Locations undergoing significant change, such as the subject site, are well suited to this endeavour. Staff support the developer's proposal, which is consistent with City policy and includes:

1. District Energy Utility (DEU): A City Centre DEU service area bylaw, including the subject site, will be presented for consideration by Council under a separate report. Prior to rezoning adoption, a standard DEU covenant will be registered on title requiring the developer to design and construct a low carbon energy plant, at the developer's sole cost, and transfer it to the City, together with compatible building and mechanical systems, to facilitate the development's connection to a City District Energy Utility.
2. BC Energy Step Code: City policy requires that new buildings are designed and constructed to satisfy BC Energy Step Code requirements. High-rise residential and mixed use buildings that include a low carbon energy plant (as discussed above) must comply with "Step 2" or better. Prior to rezoning adoption, through the Development Permit process, the developer will be required to conduct energy modelling and provide a statement to the City confirming that the proposed design can meet the applicable Step Code requirements.
3. Electric Vehicle (EV) Measures: In compliance with Zoning Bylaw requirements, the developer proposes to install EV charging equipment for all resident parking spaces (240V), which may include loading sharing provisions (i.e. at least 25% of spaces equipped with operational charging stations and the remainder equipped with capped energized wires), 5% of non-residential parking (240V), and 10% of Class 1 bike storage spaces (120V). In addition, the developer proposes to equip two dedicated car-share parking spaces with EV charging (240V) infrastructure.

Public Art

The CCAP encourages voluntary developer contributions towards public art and identifies Capstan Village as an "art district". The developer proposes to install public art generally within and/or fronting the proposed linear public open space along the site's north side (which artwork may be coordinated with the developer's heritage interpretation plan). Based on applicable City-approved developer contribution rates and the maximum buildable floor area permitted under the development's site-specific ZMU51 zone (excluding affordable housing, market rental housing, church, and child care uses), the value of the developer's voluntary public art contribution shall be at least \$281,418. Prior to rezoning bylaw adoption, a legal agreement will be registered on title securing the developer's commitment and requiring submission of a public art plan, including a terms of reference, for consideration by the Richmond Public Art Committee and approval by Council (i.e. as applicable to terms of reference for public art on private property with budgets over \$250,000).

Tree Retention and Replacement

The applicant has submitted a report, prepared by a certified arborist, identifying tree species and condition, and providing recommendations on retention and removal, taking into account the proposed form of development (e.g., underground parking), required road improvements (e.g., Ketcheson Road and off-street bike paths along Capstan Way and Sexsmith Road), and necessary grade changes (i.e. to match "Concord Gardens"). The arborist's report identifies 18 off-site (City) trees, including 17 in good condition (i.e. 11 Capstan Way street trees, five Garden City Road median trees, and one hedge in the Sexsmith Road dedication) and one dead tree, and 36 on-site bylaw-size trees, all of which are located at 3380 Sexsmith Road and, for the most part, are in declining health or hazard condition. The City's Tree Preservation Coordinator and Parks Arborist support the findings of the arborist's report and recommend:

1. Replacement of 36 on-site trees at the City bylaw rate of 2:1, at the developer's cost, through the Development Permit (i.e. 72 replacement trees must be planted on-site as part of the proposed development, including 12 large calliper trees);
2. Relocation of 11 Capstan Way (City) street trees to facilitate road, sidewalk, and off-street bike path improvements, at the developer's cost, through the Servicing Agreement;
3. Retention of five Garden City Road (City) median trees; and
4. Cash-in-lieu for the removal of one hedge (City) from the Sexsmith Road dedication to facilitate road, sidewalk, and off-street bike path improvements (i.e. \$1,500 for the City's planting of trees elsewhere in Richmond).

In compliance with City bylaw requirements, prior to the start of any construction activities (including demolition), the developer must install tree protection fencing, to the City's satisfaction, to protect the five Garden City Road median trees and ten bylaw-size trees on neighbouring lots (i.e. nine at 3420 Sexsmith Road and one at 3426 Sexsmith Road). In addition, prior to rezoning adoption, the developer must submit proof of a contract with an arborist for supervision of work conducted in proximity to the required tree protection zones.

Development Phasing

Details of the development's construction phasing will be determined, to the City's satisfaction, though the Development Permit and secured with a legal agreement registered on title. In general, the development will be completed in four sequential stages as follows:

1. Lot A Mixed Income Rental Housing Building, including all affordable LEMR housing and market rental housing units, required amenity spaces, ground floor commercial units along Capstan Way, and ancillary spaces (e.g., parking and bike storage), together with the completion of related Servicing Agreement requirements including all City utilities, Ketcheson Road, and upgrades to Capstan Way (e.g., off-street bike path);
2. Initial market (strata) housing construction, which shall include all the market (strata) units on one lot (i.e. either Lot A or Lot B, but not both), required amenity space and ancillary spaces (e.g., parking and bike storage), together with the completion of all Servicing Agreement requirements with respect to the lot;
3. Lot A church and child care building and all required ancillary spaces, together with any Lot A Servicing Agreement requirements not previously completed; and
4. Final market (strata) housing construction (i.e. either Lot A or Lot B, as applicable), required amenity space and ancillary spaces (e.g., parking and bike storage), together with the completion of any Servicing Agreement requirements not previously completed.

Built Form, Public Open Space and Architectural Character

The developer proposes to construct a medium to high density, mixed use development within a five-minute walk, 400 m (1,312 ft.) of the Capstan Canada Line Station (under construction) and existing/future park space and amenities. The proposed development accommodates all City requirements with respect to transportation and public open space improvements and the built form conforms to the CCAP's Development Permit Guidelines. More specifically, the development has successfully demonstrated:

1. A strong urban concept contributing towards a high-amenity, mixed-use, transit-oriented environment, comprising pedestrian-oriented commercial and church uses fronting the Capstan Way greenway and off-street bike path, a stand-alone mixed income rental housing building (managed by a non-profit housing operator), and a variety of dwelling types (including 39% family-friendly, 2- and 3-bedroom units and 30% Basic Universal Housing units);
2. Variations in massing, in combination with landscaped mid-block pedestrian connections, courtyards, and greenways, that contribute towards streetscape interest, solar access to public and private ground-level and rooftop spaces, and upper- and mid-level views across the site for residents and neighbours;
3. An articulated building typology with a distinct identity and features contributing to a sense of human scale and pedestrian interest;
4. A well-connected network of public realm features (e.g., walkways, bike paths, open spaces, and streets), provided for in part by sloping the site upwards (at a maximum grade of 5% to ensure universal accessibility) from south to north, to meet the existing grade of Ketcheson Road and the “Concord Gardens” development, and from west to east (along the length of the public linear open space proposed along the site’s north boundary), to facilitate a potential future aerial pedestrian/bike crossing of Garden City Road (by others), if the City determines one is warranted; and
5. Sensitivity to existing and future residential neighbours, including tower spacing of at least 24 m (79 ft.), measured to existing buildings to the site’s north and west and future towers to the south (e.g., to reduce overlook and increase sunlight), shared driveway access (via Ketcheson Road) serving future development south of Lot B (e.g., to avoid bike path crossings and minimize pedestrian conflicts), and an on-site auto-court on Lot A for church/child care drop-off/pick-up and parking access (e.g., to minimize traffic congestion on public streets).

Prior to rezoning adoption, the developer will register a legal agreement on title to the subject site requiring that the proposed development is designed and constructed in a manner that mitigates potential development impacts including, among other things, view obstruction, noise or nuisance associated with commercial and non-residential activities, shading, reduced privacy, and related issues that may arise as a result of development on the lands and/or future development on surrounding properties.

Development Permit (DP) approval for the entirety of the proposed development, to the satisfaction of the Director of Development, will be required prior to rezoning adoption. At DP stage, among other things, additional design development is encouraged with respect to the following items:

1. Stand-Alone Mixed Income Rental Housing Building: Design development is required to take into account input from the project’s non-profit housing operator.
2. Church and Child Care: Design development is required to ensure the proposed building provides for an attractive gateway feature at the prominent Capstan Way/Garden City Road intersection, contributes towards the establishment of an animated, pedestrian-oriented neighbourhood hub, and takes into account applicable child care licensing requirements and design guidelines. In addition, among other things, consideration should be given to the architectural expression of the building’s Garden City Road façade (to avoid competing with

the Capstan Way entrance) and the treatment of the plaza/auto-court area (to provide for attractive, universal, weather protected access and mitigate potential nuisance for fronting residents).

3. Common Amenity Spaces: All indoor and outdoor common amenity spaces must meet or exceed OCP and CCAP DP Guidelines rates. More information is required with respect to the programming, design, and landscaping of these spaces to ensure they satisfy City objectives.
4. Accessibility: Through the DP process, the design and distribution of accessible units and common spaces and uses must be refined.
5. Tower Form: Design development is encouraged to refine the form and character of the project's towers taking into account skyline interest, shadowing, and adjacencies.
6. Mid-Rise Interface: Design development is encouraged to ensure complementary relationships with existing residential neighbours and existing/proposed public open space amenities along the site's north side (e.g., to maximize sunlight and privacy) and future development south of Lot B (e.g., minimum 9 m/30 ft. setback from building face to lot line).
7. Capstan Station Bonus Greenway: In coordination with the development's Servicing Agreement processes, opportunities must be explored to ensure that the greenway's design contributes towards a distinctive, high amenity public realm, paying particular attention to the greenway's interface with fronting residential uses and community gardens, its role in Capstan Village's "arts district" (e.g. public art), and opportunities for satisfying City objectives for heritage interpretation, enhanced mobility, and public safety.
8. Sustainability: The developer must undertake energy modelling to confirm that the proposed design can meet applicable BC Energy Step Code requirements (i.e. Step 2 with an on-site low carbon energy plant) and undertake design development to ensure that enhanced building performance is coordinated with a high standard of architectural quality and expression.
9. Emergency Services: Preliminary Fire Department requirements identified at the rezoning stage must be addressed (e.g., Fire Department response points and addressing).
10. Crime Prevention through Environmental Design (CPTED): The City has adopted policies intended to minimize opportunities for crime and promote a sense of security. A CPTED checklist and plans demonstrating surveillance, defensible space, and related measures must be finalized through the DP process.
11. Parking, Loading & Waste Management: The development proposal is consistent with the Zoning Bylaw and related City requirements. The design of vehicle parking and circulation, truck manoeuvring, waste management activities, and related features and spaces must be finalized through the DP process.
12. Electric Vehicle (EV) Measures: Through the DP process, the design and distribution of EV infrastructure and related spaces and uses must be identified for car-share use, residential and non-residential parking, and Class 1 bicycle storage.

Community Planning

Prior to rezoning adoption, the developer proposes to voluntarily contribute \$94,537 towards future City community planning studies, as required for City Centre rezoning applications, based on the applicable City-approved developer contribution rate and the maximum buildable floor area permitted under the site-specific ZMU51 zone (excluding affordable housing, market rental housing, church, and child care uses).

Site Servicing and Frontage Improvements

City policy requires that the developer is responsible for the design and construction of road, water, storm sewer, and sanitary sewer upgrades, together with related public and private utility improvements, arising as a result of the proposed development, as determined to the satisfaction of the City. Prior to rezoning adoption, the developer will enter into a standard City Servicing Agreements, secured with a Letter of Credit, for the design and construction of required off-site works, as set out in the attached Rezoning Considerations (Attachment 9). Development Cost Charge (DCC) credits will be applicable to works identified on the City's DCC Program.

Existing Legal Encumbrances

Development of the subject site is not encumbered by existing legal agreements on title.

Financial Impact or Economic Impact

Through the proposed development, the City will take ownership of developer-contributed assets including waterworks, storm sewers, sanitary sewers, street lights, street trees and traffic signals. The anticipated operating budget impact for the ongoing maintenance of these assets is \$7,295.

Conclusion

IBI Group, on behalf of Dava Developments Inc., in cooperation with the Richmond Capstan Alliance Church, has applied to the City of Richmond for permission to rezone lands at 3360, 3380 and a portion of 3440 Sexsmith Road from "Assembly (ASY)", "Single Detached (RS1/F)", and "School & Institutional Use (SI)" to "Residential / Limited Commercial and Religious Assembly (ZMU51) – Capstan Village (City Centre)", to construct a mixed use development in the City Centre's Capstan Village comprising a 2,853 m² (30,709 ft²) church and child care facility, 392 apartment units (including 49 affordable housing units and 20 market rental housing units, subject to residential rental tenure zoning and secured in perpetuity with a Housing Agreement and Market Rental Agreement), and ground floor commercial space along Capstan Way, together with a publicly-accessible landscaped greenway along the site's north boundary incorporating heritage interpretation and public art.

An amendment is requested to the City Centre Area Plan "Specific Land Use Map: Capstan Village (2031)" for the purpose of reflecting the proposed consolidation of "Institution" uses (i.e. church and child care) at the northwest corner of Capstan Way and Garden City Road.

Off-site works, including utility upgrades, street widening and frontages improvements along three sides of the site, together with the proposed public greenway, will be the subject of the City's standard Servicing Agreement processes (secured with Letters of Credit).

The west part of 3440 Sexsmith Road (i.e. west of Ketcheson Road) is not subject to RZ 18-836107. Prior to rezoning, 3440 Sexsmith Road will be subdivided and a legal agreement will be registered on title to restrict development of the lot's remnant (west) portion unless it is consolidated with adjacent lands at 3420 and 3426 Sexsmith Road.

An analysis of the developer's proposal shows it to be consistent with the CCAP's development, livability, sustainability, and urban design objectives. On this basis, it is recommended that Official Community Plan Bylaw 7100, Amendment Bylaw 10390 and Richmond Zoning Bylaw 8500, Amendment Bylaw 10389 be introduced and given first reading



Suzanne Carter-Huffman
Senior Planner/Urban Design

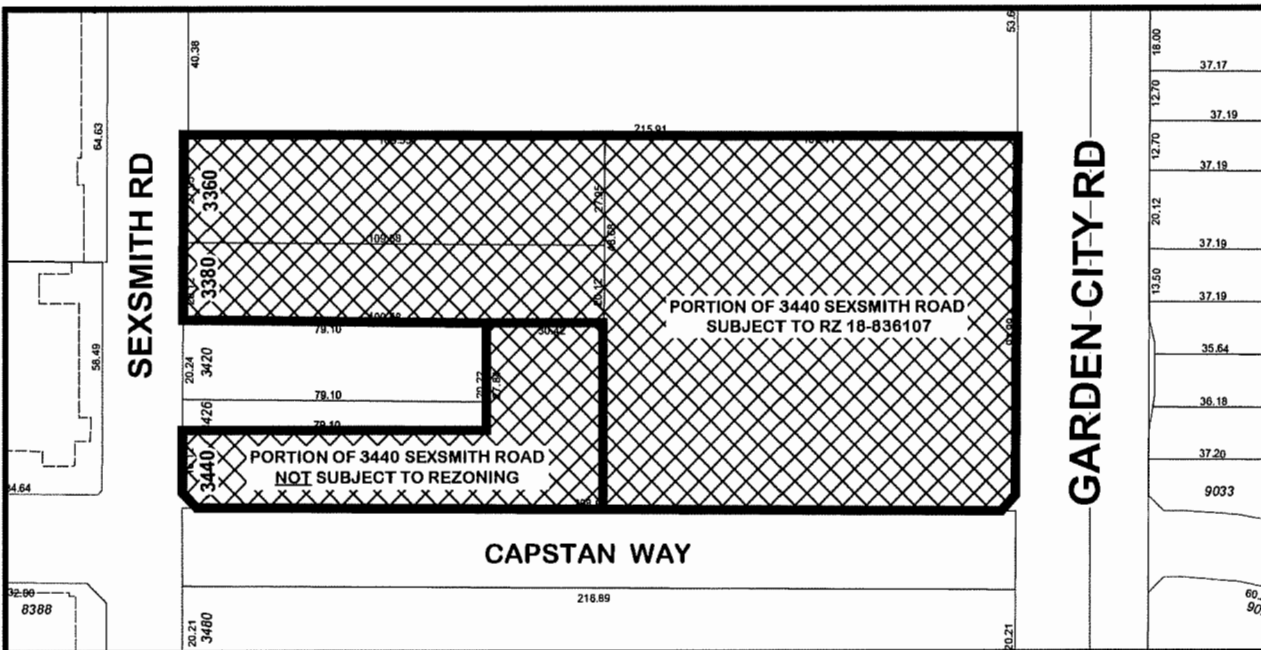
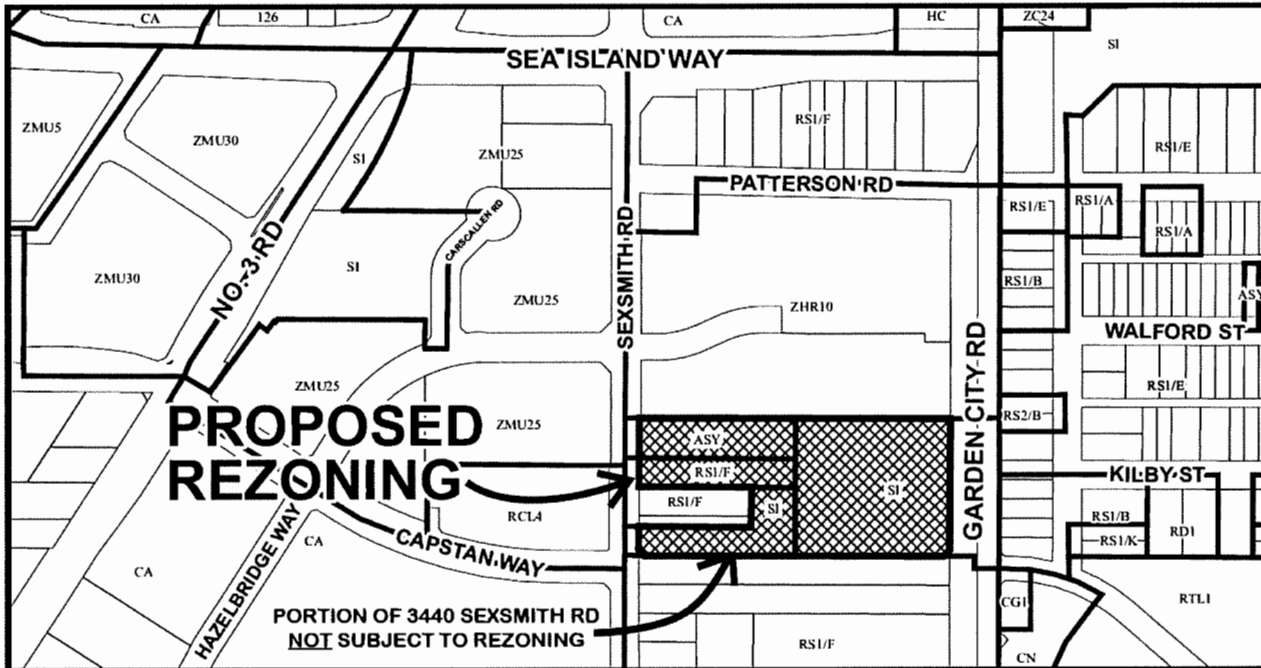
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Attachments:

1. Location Map
2. Aerial Photograph
3. CCAP "Specific Land Use Map: Capstan Village (2031)"
4. Development Application Data Sheet
5. OCP Consultation Summary
6. Existing Commercial Child Care Operator (Letter)
7. Proposed Non-Profit Housing Operator (Letter)
8. Conceptual Development Plans
9. Rezoning Considerations



City of
Richmond



	RZ 18-836107	Original Date: 10/18/18
		Revision Date: 06/09/22
		Note: Dimensions are in METRES

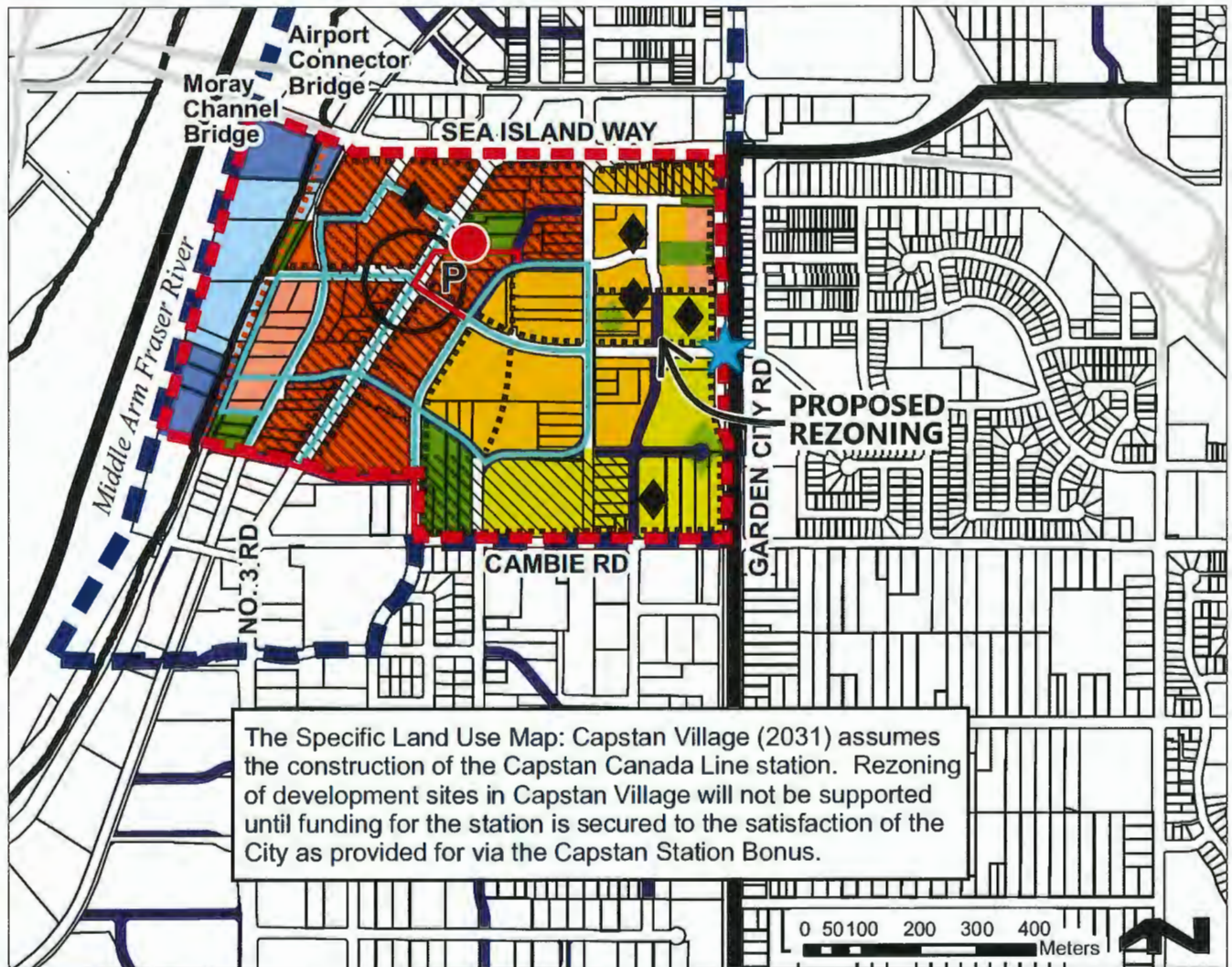


City of
Richmond



	<h1>RZ 18-836107</h1>	<p>Original Date: 10/18/18 Revision Date: 09/27/22 Note: Dimensions are in METRES</p>
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Specific Land Use Map: Capstan Village (2031) Bylaw 9593
2017/05/08



The Specific Land Use Map: Capstan Village (2031) assumes the construction of the Capstan Canada Line station. Rezoning of development sites in Capstan Village will not be supported until funding for the station is secured to the satisfaction of the City as provided for via the Capstan Station Bonus.



Maximum building height may be subject to established Airport Zoning Regulations in certain areas.



City of Richmond

Development Application Data Sheet

Development Applications Department

RZ 18-836107

Address: 3360, 3380 and a portion of 3440 Sexsmith Road (i.e. east of the proposed Ketcheson Road alignment)

Applicant: IBI Group

Planning Area: City Centre (Capstan Village)

	Existing	Proposed															
Owner	<ul style="list-style-type: none"> Richmond Capstan Alliance Church 	<ul style="list-style-type: none"> Dava Developments Inc. (1092295 BC Ltd) Christian & Missionary Alliance – Canadian Pacific District Inc. No. 15034S 															
Site Size	<ul style="list-style-type: none"> Subject site (3360, 3380 & part of 3440 Sexsmith Road): 16,242.6 m² (4.01 ac) Remnant portion of 3440 Sexsmith Road (i.e. NOT to be rezoned through the subject rezoning application): 2,301.9 m² (0.57 ac) 	<p>Net site area (after road dedication): 12,382.8 m² (3.06 ac), comprising:</p> <ul style="list-style-type: none"> Lot A (east): 7,361.2 m² (1.82 ac) Lot B (west): 5,021.6 m² (1.24 ac) <p>ZMU51 site area for density purposes: 15,421.4 m² (3.81 ac), comprising:</p> <ul style="list-style-type: none"> Lot A: 8,906.6 m² (2.20 ac) Lot B: 6,514.8 m² (1.61 ac) 															
Land Uses	<ul style="list-style-type: none"> Church & child care Parking lot (former park & ride) 	<ul style="list-style-type: none"> Church & child care Apartment housing Limited pedestrian-oriented commercial 															
OCP Designation	<ul style="list-style-type: none"> Mixed Use 	<ul style="list-style-type: none"> No change 															
City Centre Area Plan (CCAP) Designation	<ul style="list-style-type: none"> General Urban T4 (25 m) Urban Centre T5 (35 m) Institution (2 locations) Park – Configuration & location to be determined Pedestrian linkage 	<ul style="list-style-type: none"> No change, EXCEPT that one of the subject site's two existing "Institution" designations (i.e. at 3360 Sexsmith Road) is removed because the development's proposed "Institution" use is consolidated in one location on Lot A 															
Zoning	<ul style="list-style-type: none"> Assembly (ASY) Single Detached (RS1/F) School & Institutional Use (SI) 	<ul style="list-style-type: none"> Residential / Limited Commercial and Religious Assembly (ZMU51) – Capstan Village (City Centre) 															
# Units & Basic Universal Housing (BUH) (Targets)	<ul style="list-style-type: none"> None 	<ul style="list-style-type: none"> Lot A (east): 201 units, including: <ul style="list-style-type: none"> 132 Market Strata units (including Min. 15% BUH units) 49 Affordable Housing units (100% BUH units) 20 Market Rental units (100% BUH units) Lot B (west): 191 Market Strata units (including Min. 15% BUH units) Total: 392 (including Min. 30% BUH units, based on total units) 															
Unit Mix (Targets)	<ul style="list-style-type: none"> None 	<table border="1"> <thead> <tr> <th>Housing Tenure</th> <th>Studio + 1-BR</th> <th>2-BR + 3-BR</th> </tr> </thead> <tbody> <tr> <td>Market Strata (323)</td> <td>Max 60% (194)</td> <td>Min 40% (129)</td> </tr> <tr> <td>Affordable (49)</td> <td>Max 70% (34 @ 1-BR)</td> <td>Min 30% (15 @ 2-BR)</td> </tr> <tr> <td>Market Rental (20)</td> <td>Max 60% (12)</td> <td>Min 40% (8)</td> </tr> <tr> <td>Total (392 units)</td> <td>Max 61% (240 units)</td> <td>Min 39% (152 units)</td> </tr> </tbody> </table>	Housing Tenure	Studio + 1-BR	2-BR + 3-BR	Market Strata (323)	Max 60% (194)	Min 40% (129)	Affordable (49)	Max 70% (34 @ 1-BR)	Min 30% (15 @ 2-BR)	Market Rental (20)	Max 60% (12)	Min 40% (8)	Total (392 units)	Max 61% (240 units)	Min 39% (152 units)
Housing Tenure	Studio + 1-BR	2-BR + 3-BR															
Market Strata (323)	Max 60% (194)	Min 40% (129)															
Affordable (49)	Max 70% (34 @ 1-BR)	Min 30% (15 @ 2-BR)															
Market Rental (20)	Max 60% (12)	Min 40% (8)															
Total (392 units)	Max 61% (240 units)	Min 39% (152 units)															
Other Designations	<ul style="list-style-type: none"> Aircraft Noise Sensitive Development: "Area 3" (i.e. all uses may be considered) 	<ul style="list-style-type: none"> No change (ANSD covenant will be registered on title) 															

	ZMU51 Bylaw Requirements	Proposed	Variance
Floor Area Ratio (FAR)	<ul style="list-style-type: none"> Church/child care: Max 0.185 FAR Other density on: <ul style="list-style-type: none"> Lot A: Max. 1.8 FAR Lot B: Max. 2.6 FAR 	<ul style="list-style-type: none"> Church/child care: Max 0.185 FAR Other density on: <ul style="list-style-type: none"> Lot A: Max. 1.8 FAR Lot B: Max. 2.6 FAR 	None permitted

	ZMU51 Bylaw Requirements	Proposed	Variance
Buildable Floor Area*	<ul style="list-style-type: none"> Total: 35,823.4 m² (385,599 ft²) including: <ul style="list-style-type: none"> Lot A: 18,884.9 m² (203,275 ft²), including: <ul style="list-style-type: none"> i) Church/child care: Max 2,853.0 m² (30,709 ft²) ii) Other uses: Max. 16,031.9 m² (172,566 ft²): Lot B: Max. 16,938.5 m² (182,324 ft²) 	<ul style="list-style-type: none"> Lot A: 18,884.9 m² (203,275 ft²), including: <ul style="list-style-type: none"> Church/child care: 2,853.0 m² (30,709 ft²) Commercial: 463.4 m² (4,988 ft²) Residential: 15,568.5 m² (167,578 ft²), incl.: <ul style="list-style-type: none"> i) Mkt Strata: Max. 10,929.9 m² (117,648 ft²) ii) Affordable Housing (Habitable unit area): Min. 3,096.5 m² (33,330 ft²) iii) Market Rental (Habitable unit area & proportional share of common circulation): Min. 1,542.1 m² (16,600 ft²) Lot B: Mkt Strata only: 16,938.5 m² (182,324 ft²) 	None permitted
Lot Coverage	<ul style="list-style-type: none"> Max. 90% for buildings and landscaped roofs over parking spaces 	<ul style="list-style-type: none"> Max. 90% for buildings and landscaped roofs over parking spaces 	None
Lot Size	<ul style="list-style-type: none"> Lot A: Min. 7,200.0 m² (1.78 ac) Lot B: Min. 4,900.0 m² (1.21 ac) 	<ul style="list-style-type: none"> Lot A: 7,361.2 m² (1.82 ac) Lot B: 5,021.6 m² (1.24 ac) 	None
Setbacks	<ul style="list-style-type: none"> Road & park: <ul style="list-style-type: none"> First 2 residential storeys fronting Garden City Road: 1.5 m (5 ft.) Elsewhere: Min. 3.0 m (10 ft.) Interior side yards: Nil Portions of building below finished grade: Nil 	<ul style="list-style-type: none"> Road & park: <ul style="list-style-type: none"> First 2 residential storeys fronting Garden City Road: 1.5 m (5 ft.) Elsewhere: Min. 3.0 m (10 ft.) Interior side yards: Nil Portions of building below finished grade: Nil 	None
Building Height (Max)	<ul style="list-style-type: none"> Based on an approved Development Permit: <ul style="list-style-type: none"> 28.0 m (92 ft.) within 50.0 m (164 ft.) of Garden City Road; and 47.0 m (154 ft.) GSC elsewhere 	<ul style="list-style-type: none"> 28.0 m (92 ft.) within 50.0 m (164 ft.) of Garden City Road; and Varies to Max. 47.0 m (154 ft.) GSC elsewhere 	None
Parking	<ul style="list-style-type: none"> Min. 530 spaces, including: <ul style="list-style-type: none"> Church & related uses: 62 Child care: 9 Residential: 379, including: <ul style="list-style-type: none"> i) Market Strata @ 1.0/unit: 323 ii) Affordable Housing @ 0.8/unit: 40 iii) Market Rental @ 0.8/unit: 16 Visitors @ 0.2/unit: 62, including: <ul style="list-style-type: none"> i) Lot A: 23 (based on 41 spaces LESS 18 shared with Lot A Commercial) ii) Lot B: 39 Commercial @ 3.75/100 m² GLA: 18 Additional required parking: <ul style="list-style-type: none"> Car-Share (Lot A only): 2 	<ul style="list-style-type: none"> 532 spaces (including 2 car-share spaces) Lot A: 302 spaces, including: <ul style="list-style-type: none"> Church & related uses: 62 Child care: 9 Residential: 188, including: <ul style="list-style-type: none"> i) Market Strata: 132 ii) Affordable Housing: 40 iii) Market Rental: 16 Visitors: 23 Commercial: 18 Car-Share: 2 Lot B: 230 spaces, including: <ul style="list-style-type: none"> Residential (Market Strata only): 191 Visitors: 39 	None
Bike Parking	<ul style="list-style-type: none"> Class 1: Min. 751 bikes, including: <ul style="list-style-type: none"> Residential @ 1.875/unit: 741 Non-residential (Lot A only): 10 ("flat rate") Class 2: Min. 123 bikes 	<ul style="list-style-type: none"> Class 1: 751 bikes Class 2: 123 bikes 	None
Amenity Space - Indoor	<ul style="list-style-type: none"> Lot A (2 m²/unit): Min. 402.0 m² (4,327.1 ft²) Lot B (2 m²/unit): Min. 382.0 m² (4,111.8 ft²) 	<ul style="list-style-type: none"> Lot A: 402.0 m² (4,327 ft²) Lot B: 382.0 m² (4,112 ft²) 	None
Amenity Space – Outdoor:	<ul style="list-style-type: none"> Lot A (6 m²/unit): Min. 1,206.0 m² (12,981 ft²) Lot B (6 m²/unit): Min. 1,146.0 m² (12,335 ft²) Additional CCAP landscape @ 10% of net site: Min. 1,238.7 m² (13,334 ft²) 	<ul style="list-style-type: none"> Lot A: 1,206.0 m² (12,981 ft²) Lot B: 1,146.0 m² (12,335 ft²) Additional CCAP landscape: 1,238.7 m² (13,334 ft²) 	None

* Preliminary estimate; not inclusive of garage; exact building size to be determined through zoning bylaw compliance review at Development Permit and Building Permit stages.

OCP Consultation Summary

Stakeholder	Referral Comment (No Referral necessary)
Agricultural Land Commission	No referral necessary because the Land Commission is not affected.
Richmond School Board	No referral necessary because the proposed amendment will not increase the permitted amount of residential floor area nor increase the projected number of school-age children. (See below)
Board of Metro Vancouver	No referral necessary because the Regional District is not affected.
Councils of adjacent Municipalities	No referral necessary because adjacent municipalities are not affected.
First Nations (e.g., Sto:lo, Tsawwassen & Musqueam)	No referral necessary because First Nations are not affected.
TransLink	No referral necessary because the proposed amendment will not result in road network changes.
Vancouver Port Authority & Steveston Harbour Authority	No referral necessary because the port is not affected.
Vancouver International Airport Authority (Federal Agency)	No referral necessary because the proposed amendment does not affect Transport Canada's maximum permitted building height or the OCP Aircraft Noise Sensitive Development (ANSD) policy.
Richmond Coastal Health Authority	No referral necessary because the Health Authority is not affected.
Community Groups & Neighbours	No referral necessary, but the public will have an opportunity to comment on the proposed amendment at the Public Hearing.
All relevant Federal & Provincial Government Agencies	No referral necessary because Federal and Provincial Government Agencies are not affected.

Richmond Official Community Plan Bylaw 7100, Amendment Bylaw 10390, having been considered in accordance with OCP Bylaw Preparation Consultation Policy 5043, is hereby found to not require further consultation.

The public will have an opportunity to comment further on the proposed amendment at the Public Hearing. Public notification for the Public Hearing will be provided as per the Local Government Act.

School District

This application was not referred to School District No. 38 (Richmond) because it is concerned with CCAP "Institution" uses only (e.g., church and child care) and does not provide for any increase in buildable residential floor area, number of dwelling units, or the number of households with school aged children. According to OCP Bylaw Preparation Consultation Policy 5043, which was adopted by Council and agreed to by the School District, residential developments that are subject to an OCP amendment bylaw generating less than 50 additional school aged children do not need to be referred to the School District.

Suzanne Carter- Huffman
Planning & Development
City of Richmond
6911 No. 3 Road
Richmond BC
V6Y 2C1

October 5th, 2022

Re: DAVA Development Re-zoning Application – Richmond Capstan Alliance Church (CAC)

Dear Ms. Carter-Huffman,

I am the owner and operator of Mustard Seed Children’s Centre. Mustard Seed is fortunate to operate in the premises of Richmond Capstan Alliance Church (CAC) since 2014 and have enjoyed a very reasonable rental arrangement as well as great support from the church.

I am also an active registered member of CAC and have received regular updates on the progress of the joint re-zoning application with DAVA Development. More importantly, there is good working relationship between the children’s centre and the church. In light of the Church’s development plan, we have worked on a transition plan together that includes the following:

- Flexible lease agreement between the church and Mustard Seed to foster a win-win scenario including a minimum 6-month notice of relocation. The agreement is to provide mutual flexibility and benefit between the two parties.
- Keeping our daycare families informed about the progress of CAC’s development. We will continue to maintain this effort appropriately.

In summary, Mustard Seed respect CAC’s endeavour to explore its development opportunity and will work cooperatively with the church’s future development plan. As an independent business, Mustard Seed will also develop its individual business plan to grow and increase our service in Richmond.

Sincerely,



Felix Li,
Owner and Manager
Mustard Seed Children’s Centre Inc.
3360 Sexsmith Road, Richmond, BC. V6X2H8
(604) 285-5266



S.U.C.C.E.S.S. Affordable Housing Society

Oren Newson

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

Delivered via email

Sept 16, 2022

Dear Oren

I am writing in connection with Dava Developments' development at 3440 Sexsmith Road which includes Low End of Market Rental (LEMR) and Market Rental units. I understand from discussions with Dava that this project is proceeding to Planning Committee in the next few months.

S.U.C.C.E.S.S. and Dava Partnership

S.U.C.C.E.S.S. and Dava have had several discussions recently regarding S.U.C.C.E.S.S. operating/owning the LEMR units in the development, upon completion of construction. S.U.C.C.E.S.S. is also considering operating/owning the Market Rental units in the development. Both parties have expressed interest in working with each other on this project and have drafted an MOU to formalize this partnership.

S.U.C.C.E.S.S.'s Objective and interest in the development

S.U.C.C.E.S.S. recognizes that affordable, secure, and well-maintained housing is fundamental to the community and contributes to healthier residents and communities. Affordable housing is integrally linked to other community issues such as health, recreation, and social and economic development.

S.U.C.C.E.S.S. currently owns/operates two affordable housing buildings in Richmond with a total of 134 units. We also have MOU's with other developers to own/operate more than 200 additional units within Richmond. Adding more buildings / units within Richmond allows for a cluster of units to increase operational efficiencies and economies of scale.

Partnering with Dava to deliver these affordable housing units to S.U.C.C.E.S.S. is an example of the partnerships we need to help us deliver affordable housing to our communities. Dava is an experienced developer real estate development projects with many successful projects in Metro Vancouver. We are pleased to be working with Dava on this project and hope this translates into a long term working relationships for future opportunities.

S.U.C.C.E.S.S. intends to purchase or lease the LEMR units and is also considering purchasing or leasing the Market Rental units within the development. Our objective is to add affordable housing units to our portfolio

Clustering of units

S.U.C.C.E.S.S. prefers all affordable housing units to be located within a cluster. The clustering of units results in much more efficient operations.

S.U.C.C.E.S.S.'s experience with Storeys which has 53 units clustered within 3 floors, solidifies the preference for clustered units. This cluster allows S.U.C.C.E.S.S. far better control of operations and tenant relations than



S.U.C.C.E.S.S. Affordable Housing Society

would be the case if the units were dispersed with the building. Further, tenants of the entire complex share the parking structure and outdoor amenities with no conflict between tenants from the other uses in the building.

For these reasons, we fully support and endorse the clustering of the LEMR units within the building or in a stand-alone building for larger developments.

Opportunity to influence design

Through developing and operating affordable rental housing, S.U.C.C.E.S.S. amassed a wealth of knowledge, lessons learnt and design best practices to ensure operational efficiencies and reduction of maintenance costs. Being involved with Dava at this early stage will ensure the affordable housing units are built to Dava's highest standards while meeting S.U.C.C.E.S.S.'s operational needs.

Interest in Market Rental units

The mix between LEMR tenants and Market tenants has a positive effect both socially and financially. Having the mix promotes equality as the LEMR tenants see themselves on equal footing with the higher income tenants and vis versa.

In terms of financials, operating costs have been increasing between 3-4% in the past few years with recent inflation driving the operating costs even higher. while LEMR rent increases remain lower than operating cost escalation, adjusting market rents with inflationary pressures would help with financial sustainability.

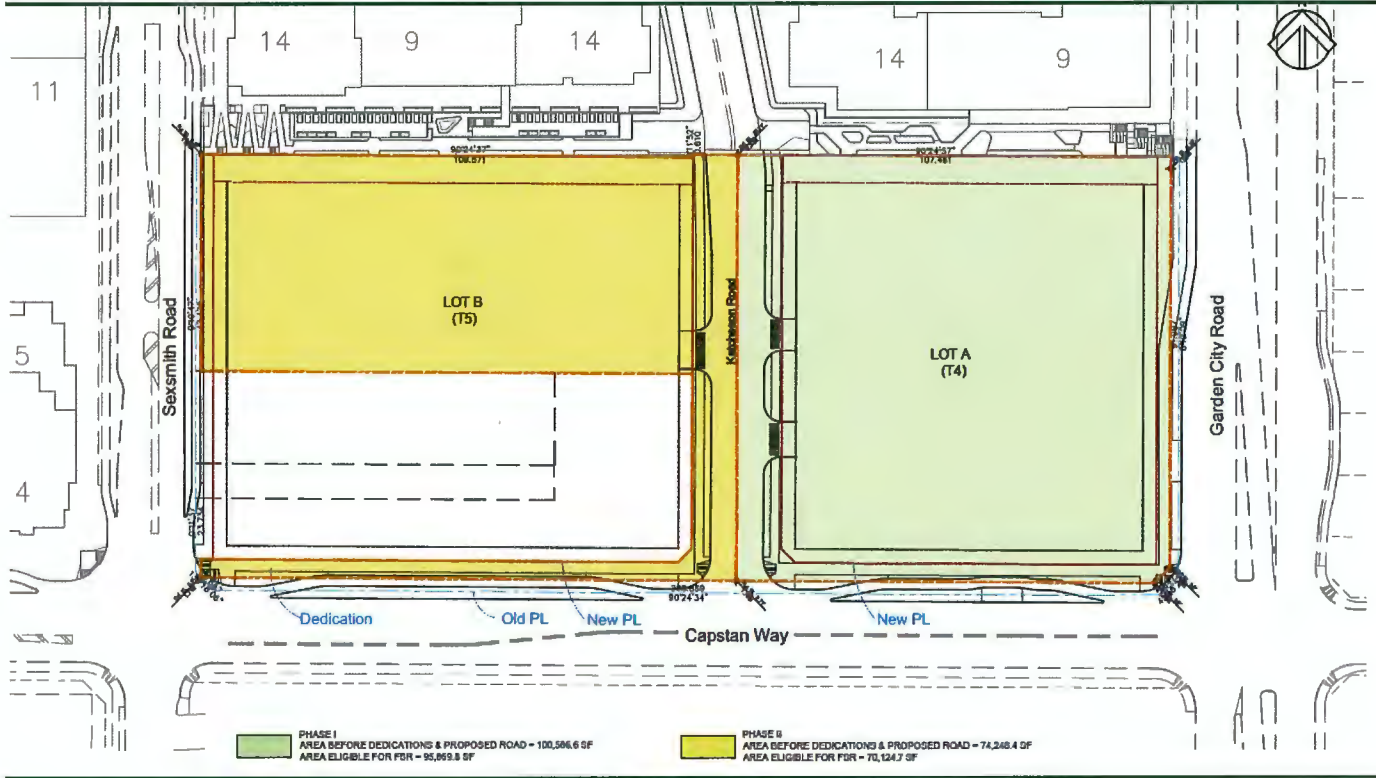
Please let me know if you require any further information

Regards

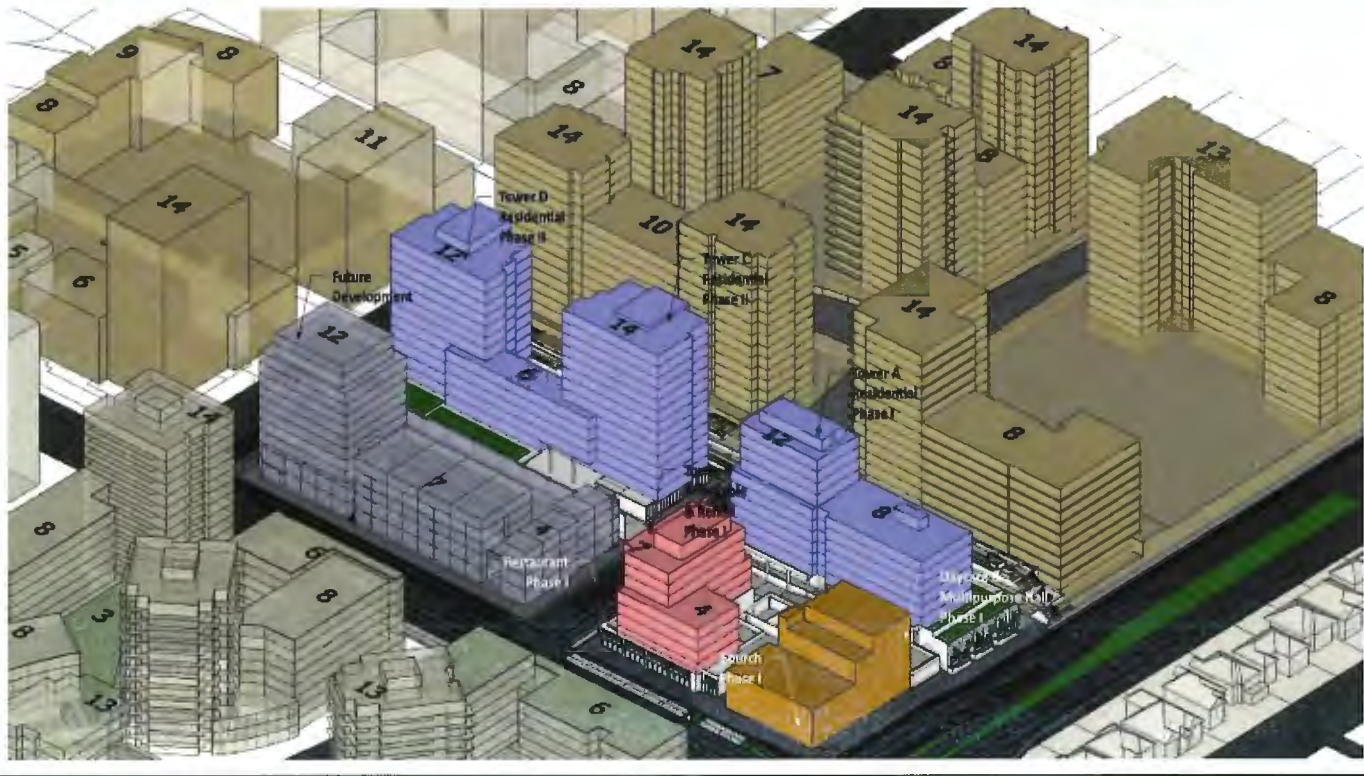
A handwritten signature in black ink, appearing to read 'Ahmed Omran', is written over a horizontal line.

Ahmed Omran
Director, Community Real Estate and Asset Management

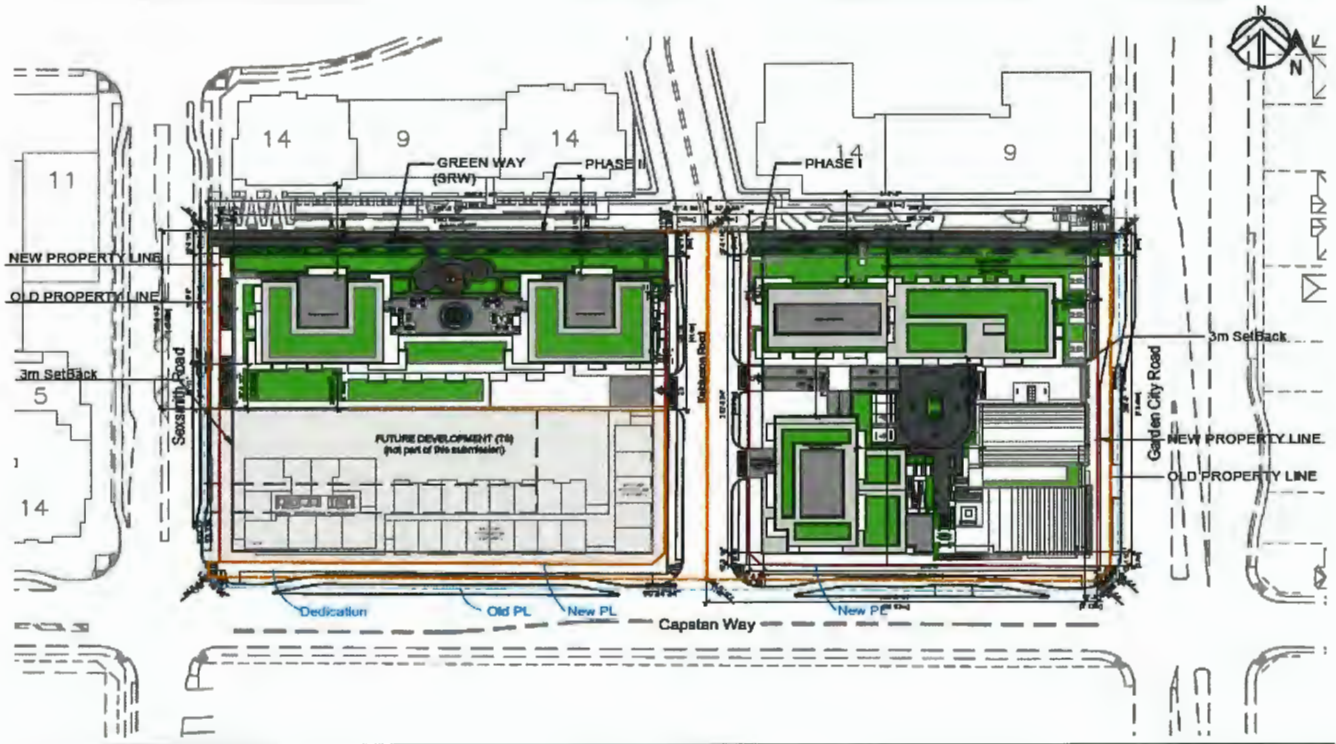
SITE CONTEXT PLAN



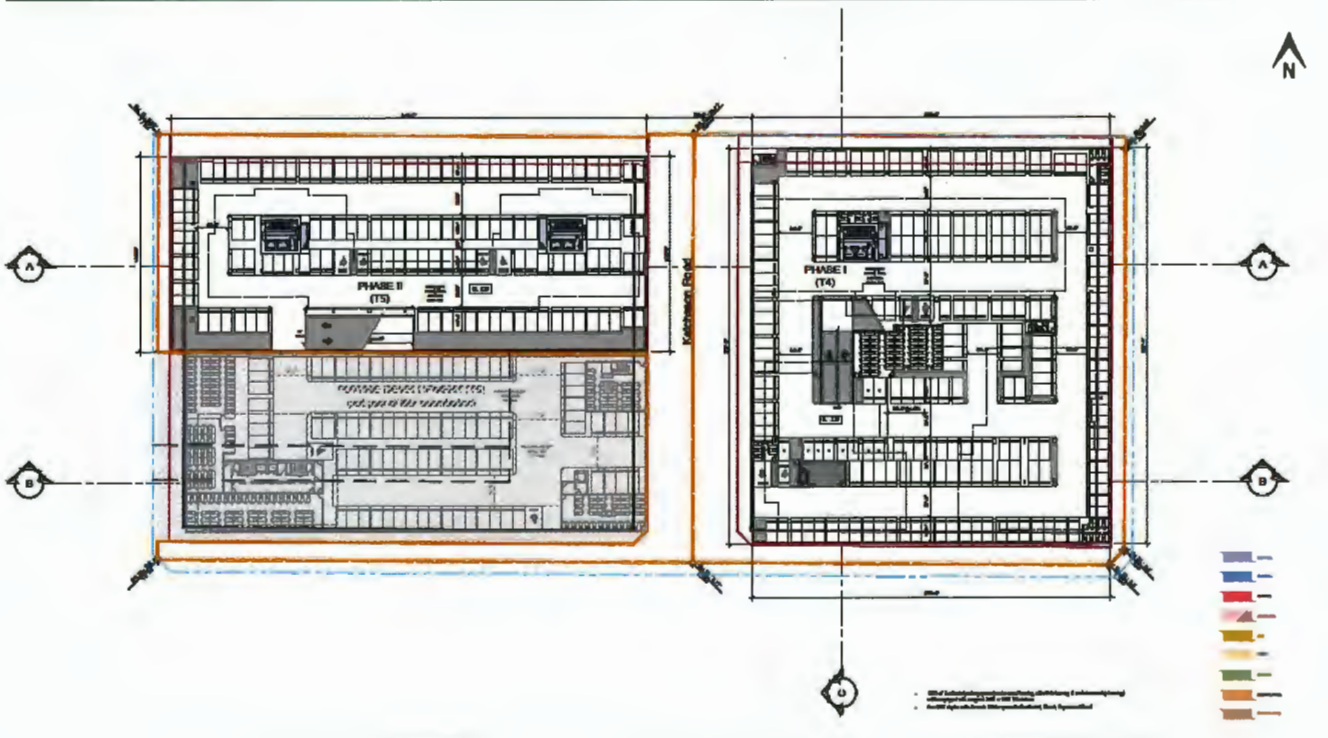
MASSING DIAGRAM



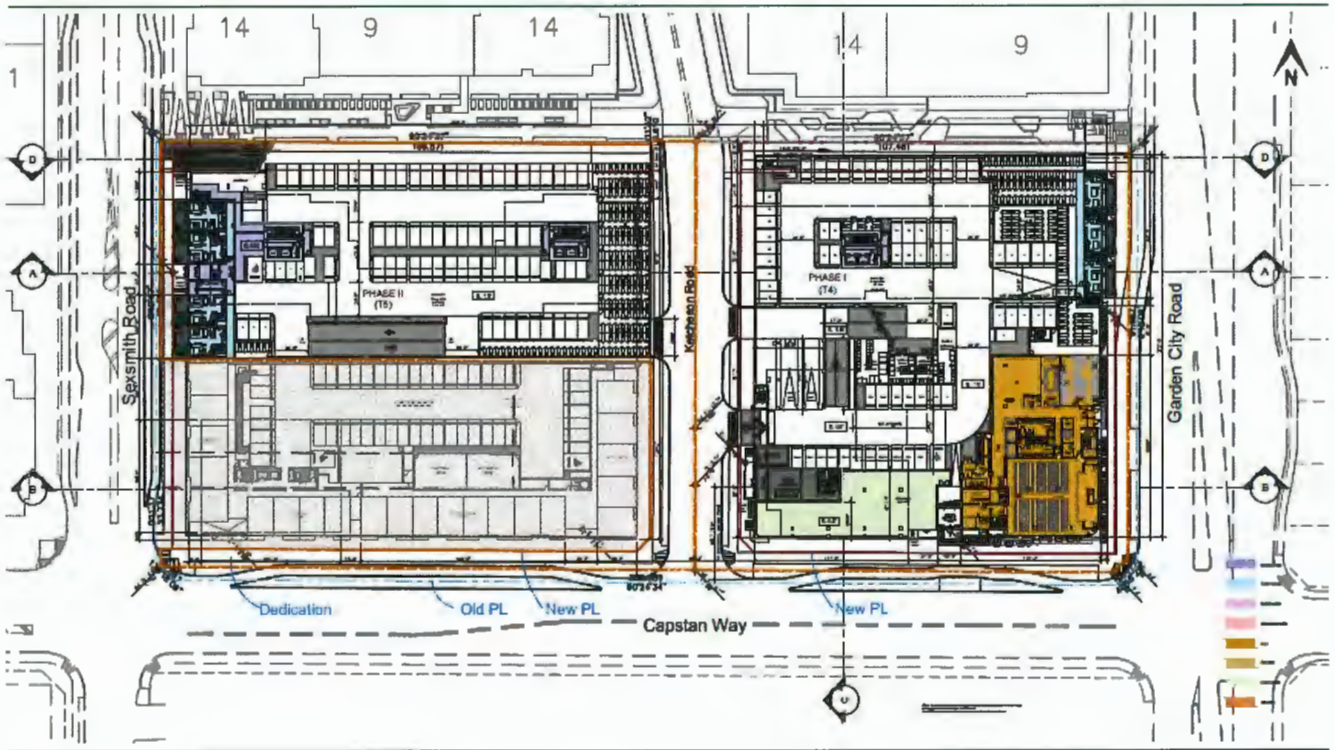
SITE PLAN



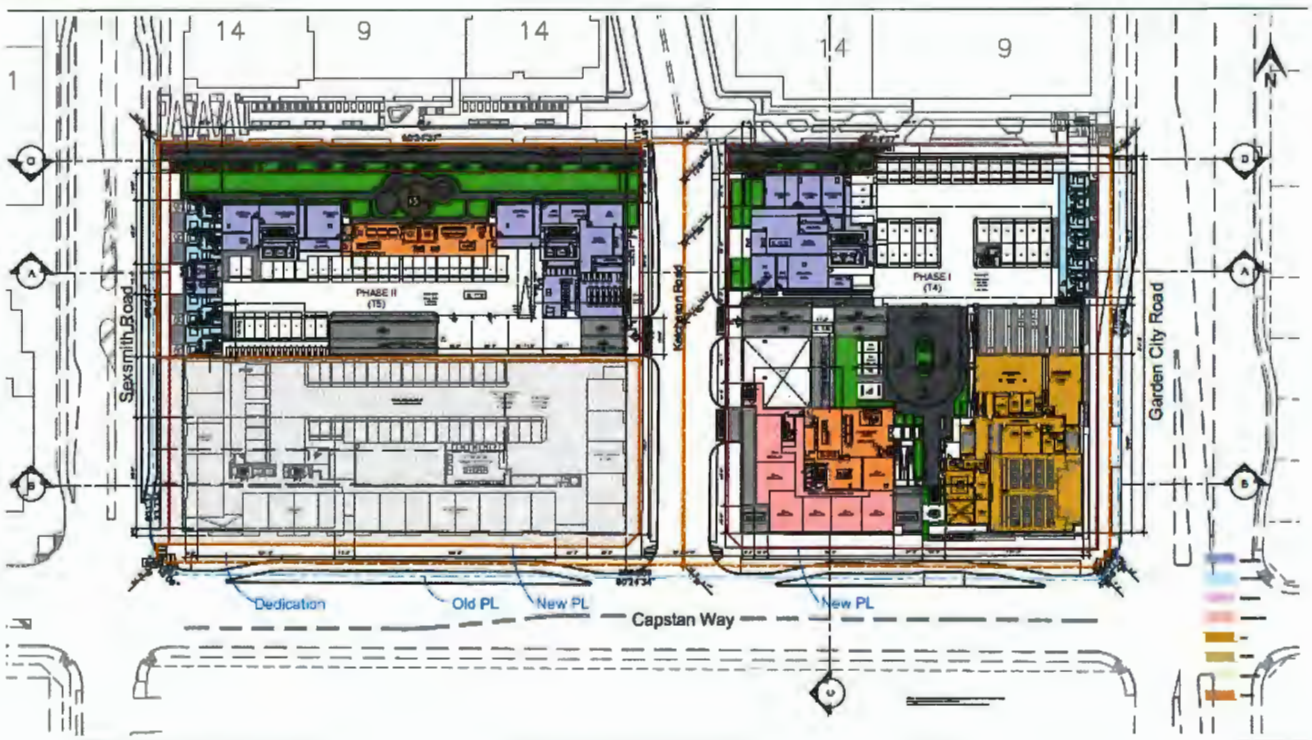
PARKING PLAN - P1



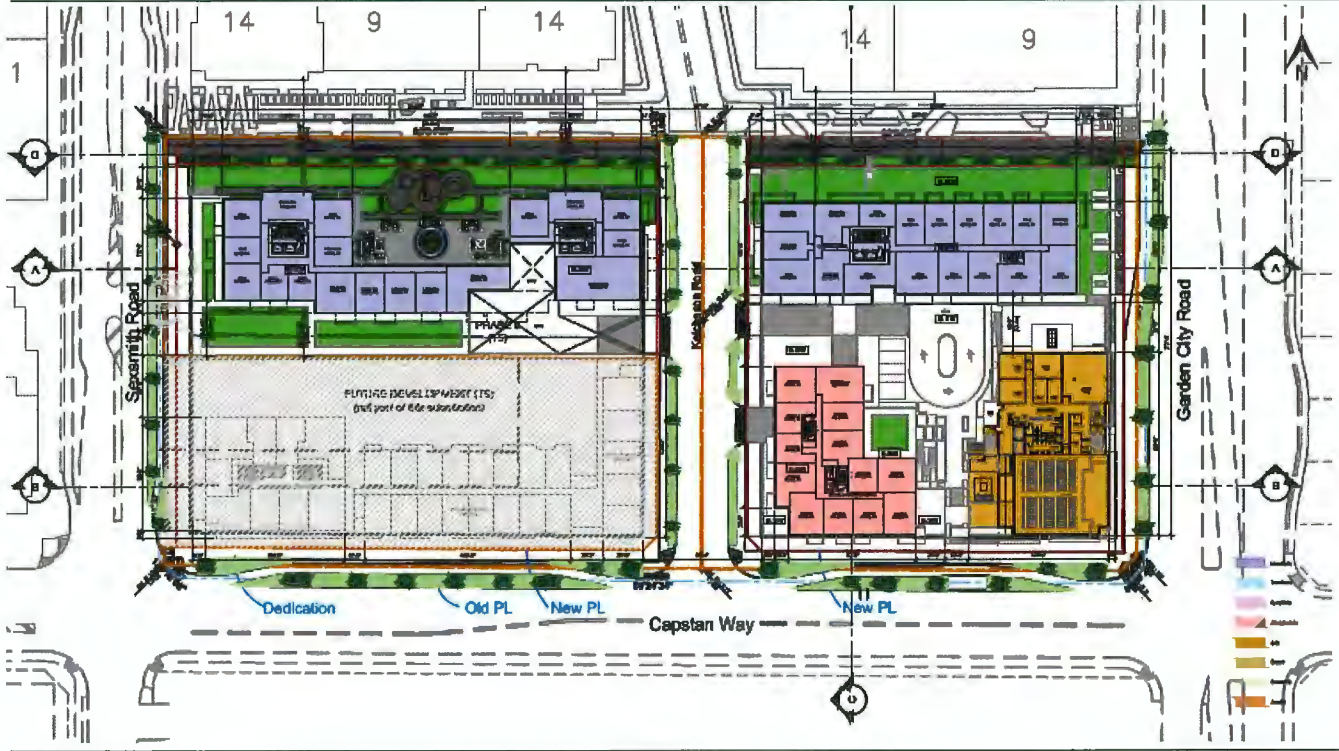
FLOOR PLAN - L1



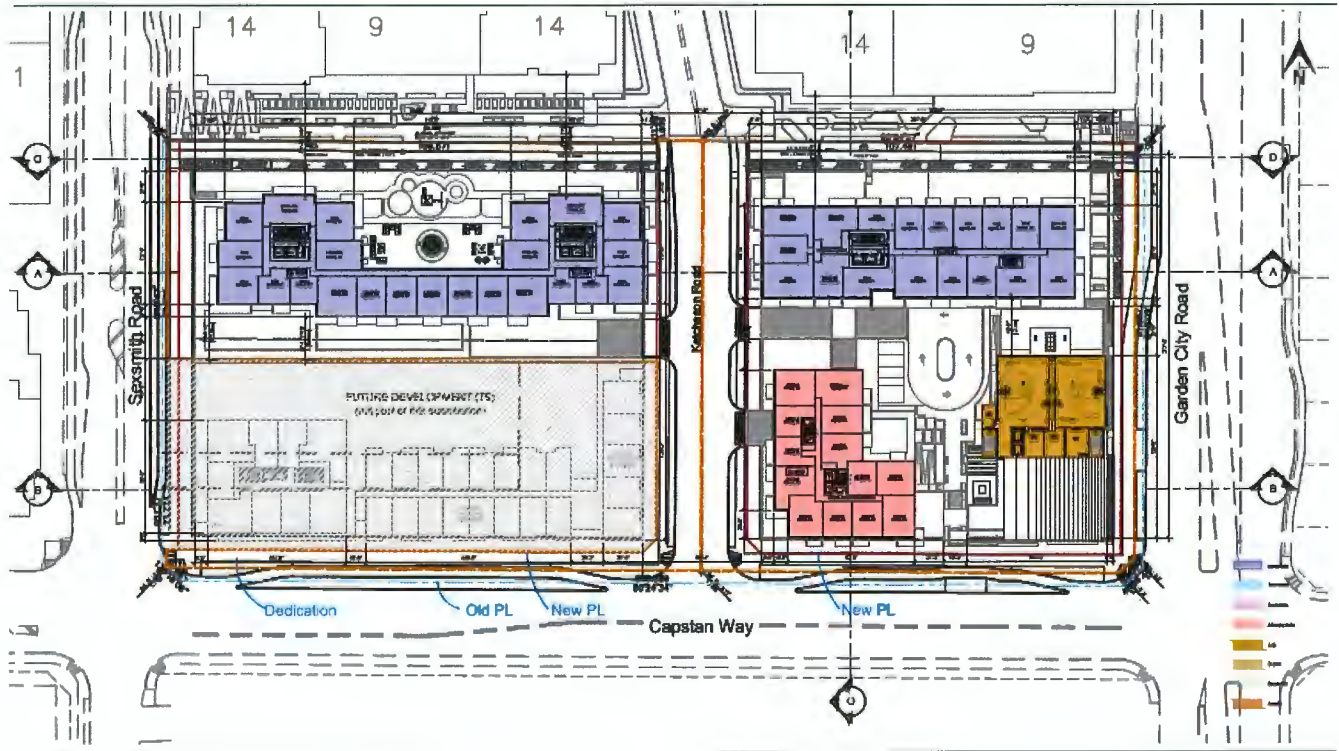
FLOOR PLAN - L2



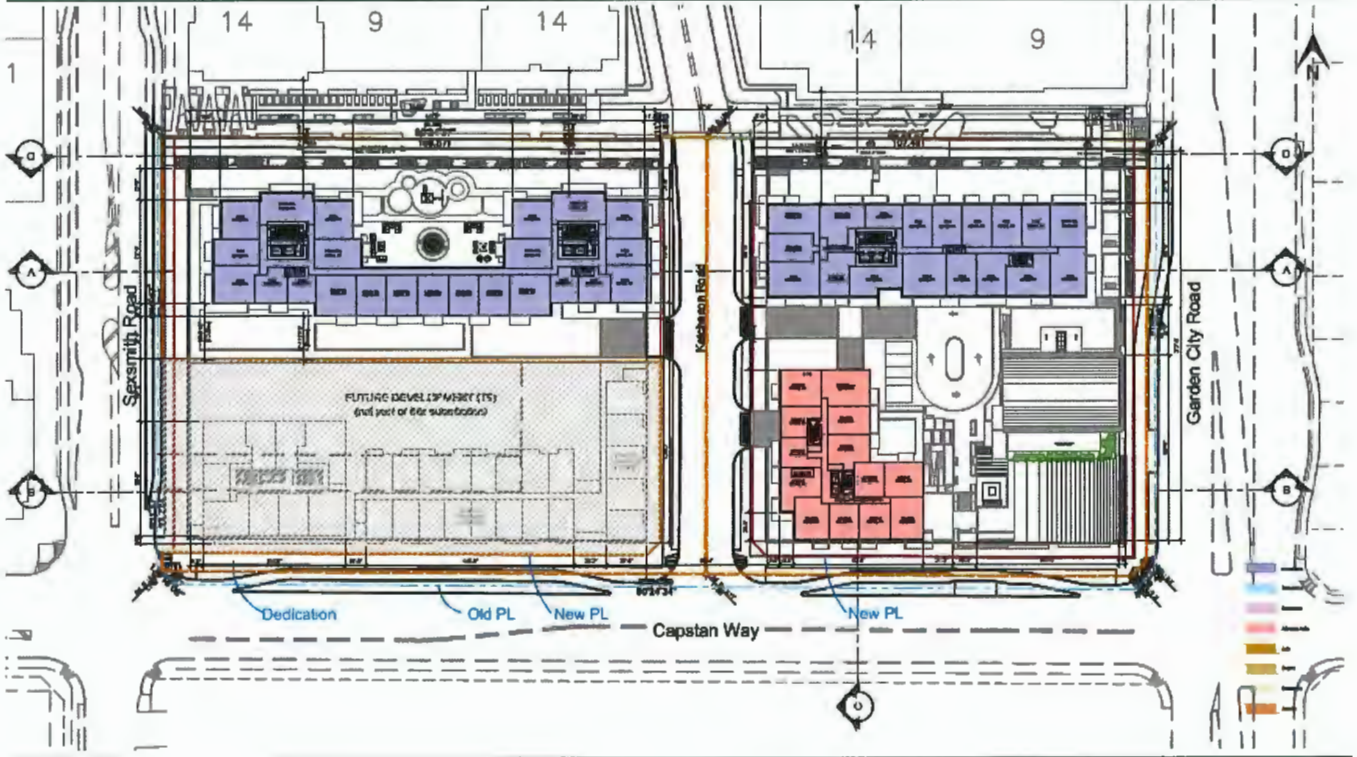
FLOOR PLAN - L3



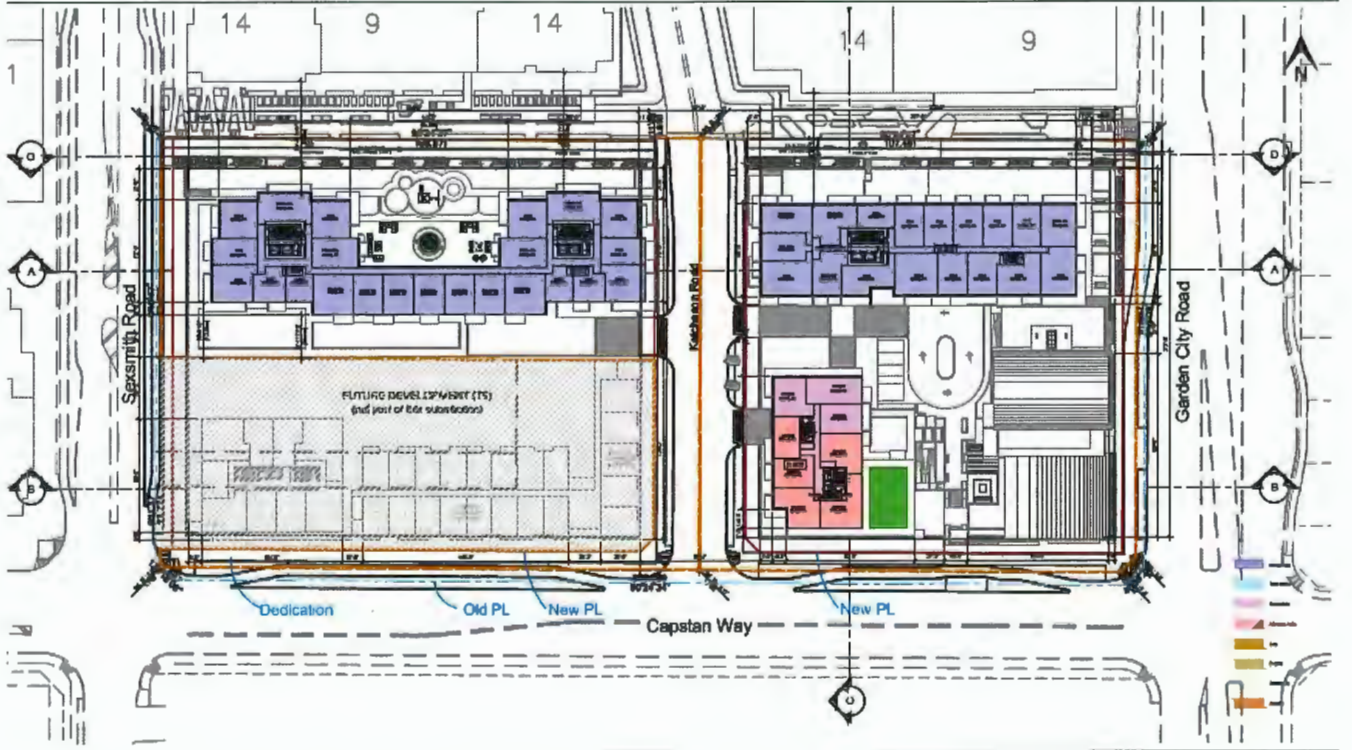
FLOOR PLAN - L4



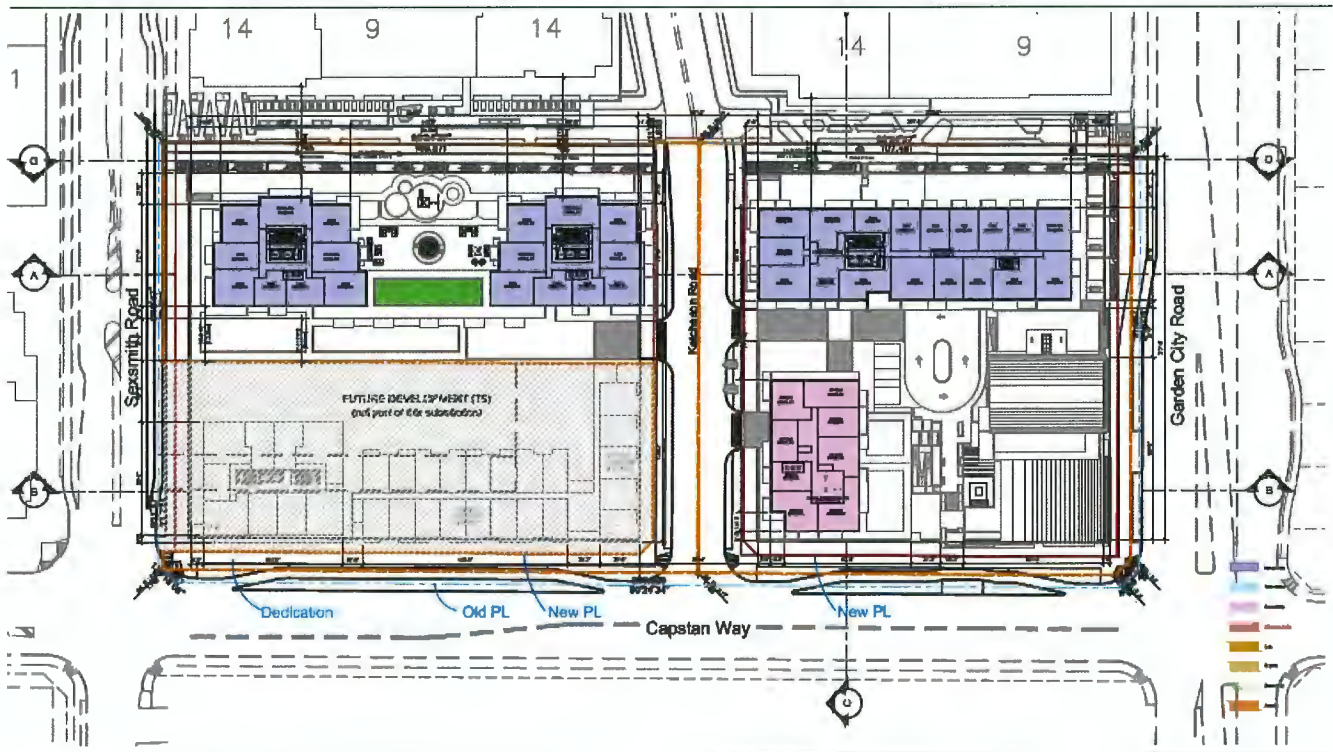
FLOOR PLAN - L5



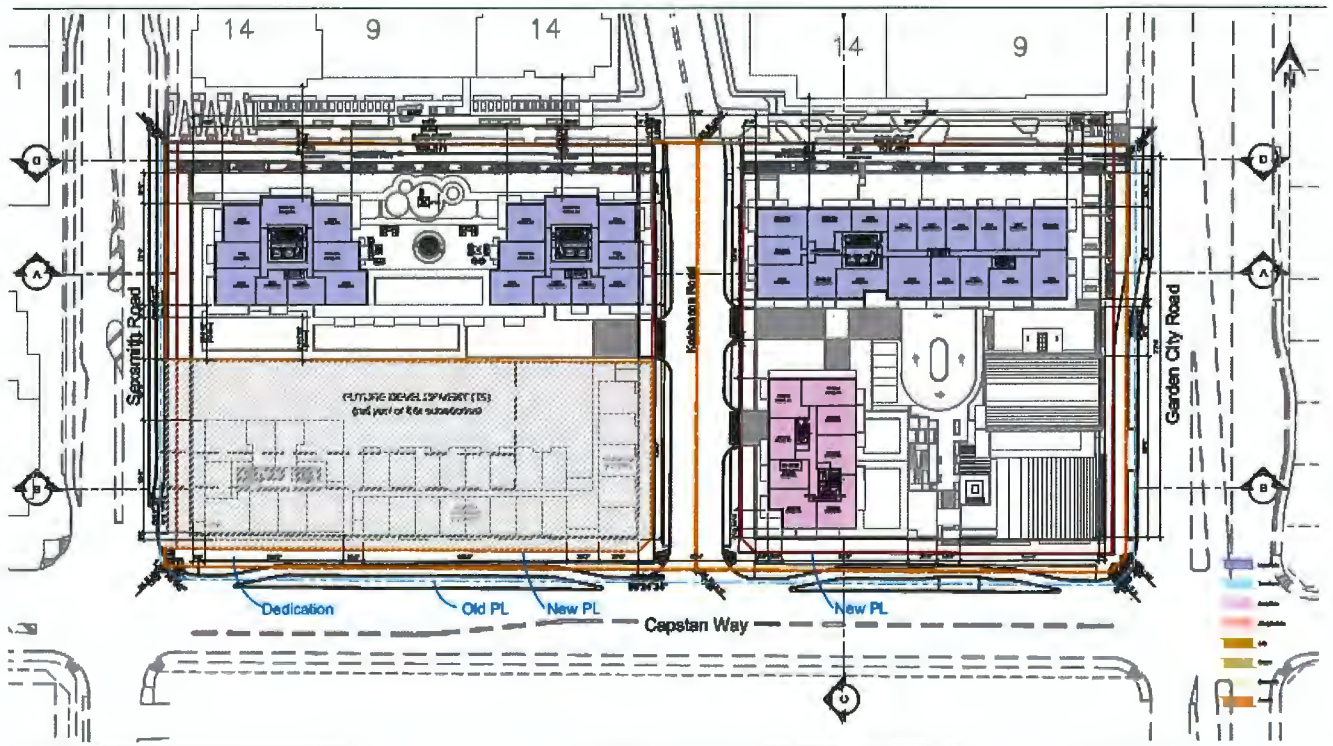
FLOOR PLAN - L6



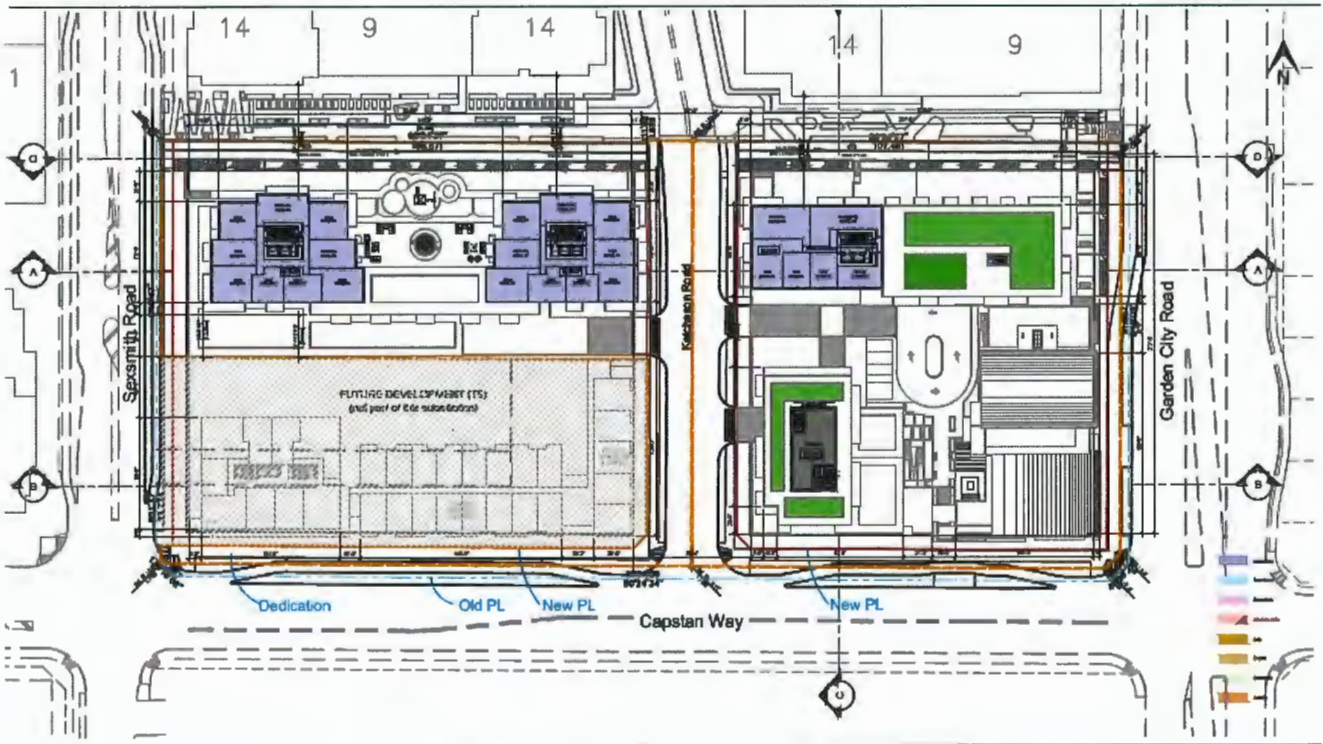
FLOOR PLAN - L7



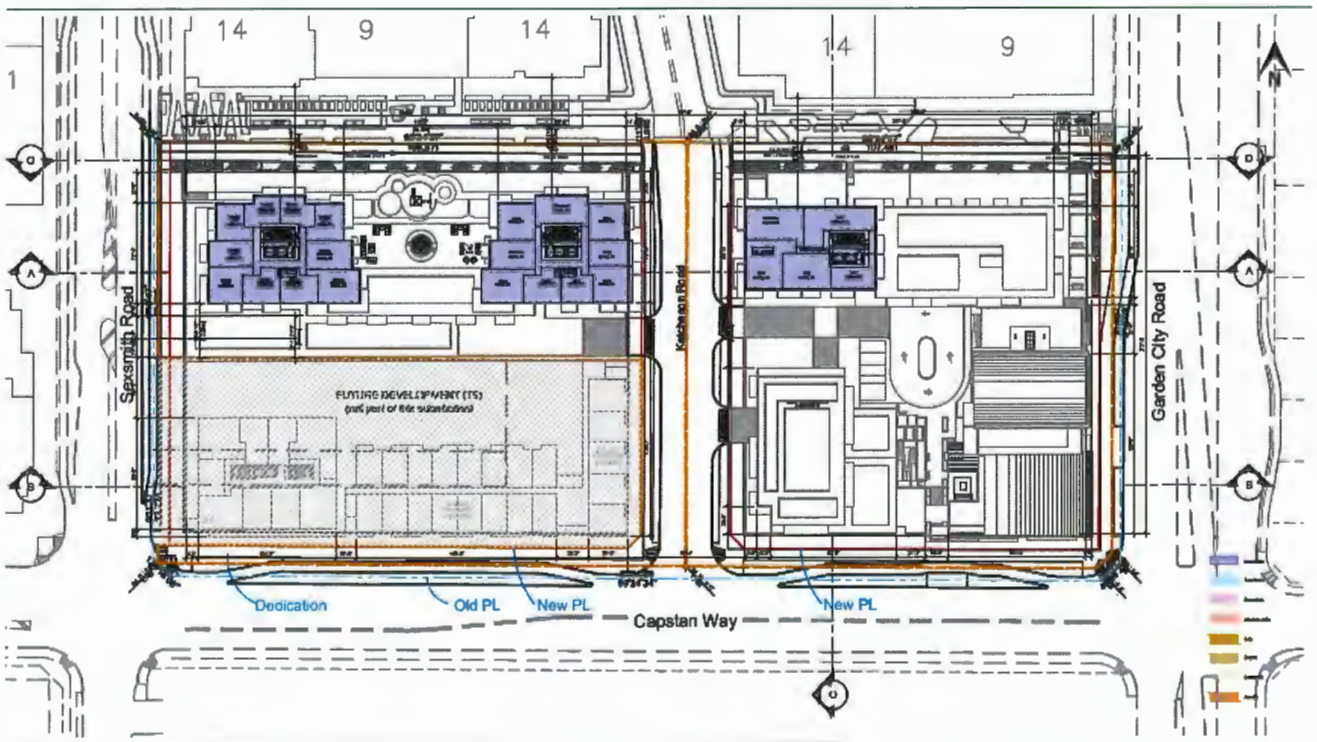
FLOOR PLAN - L8



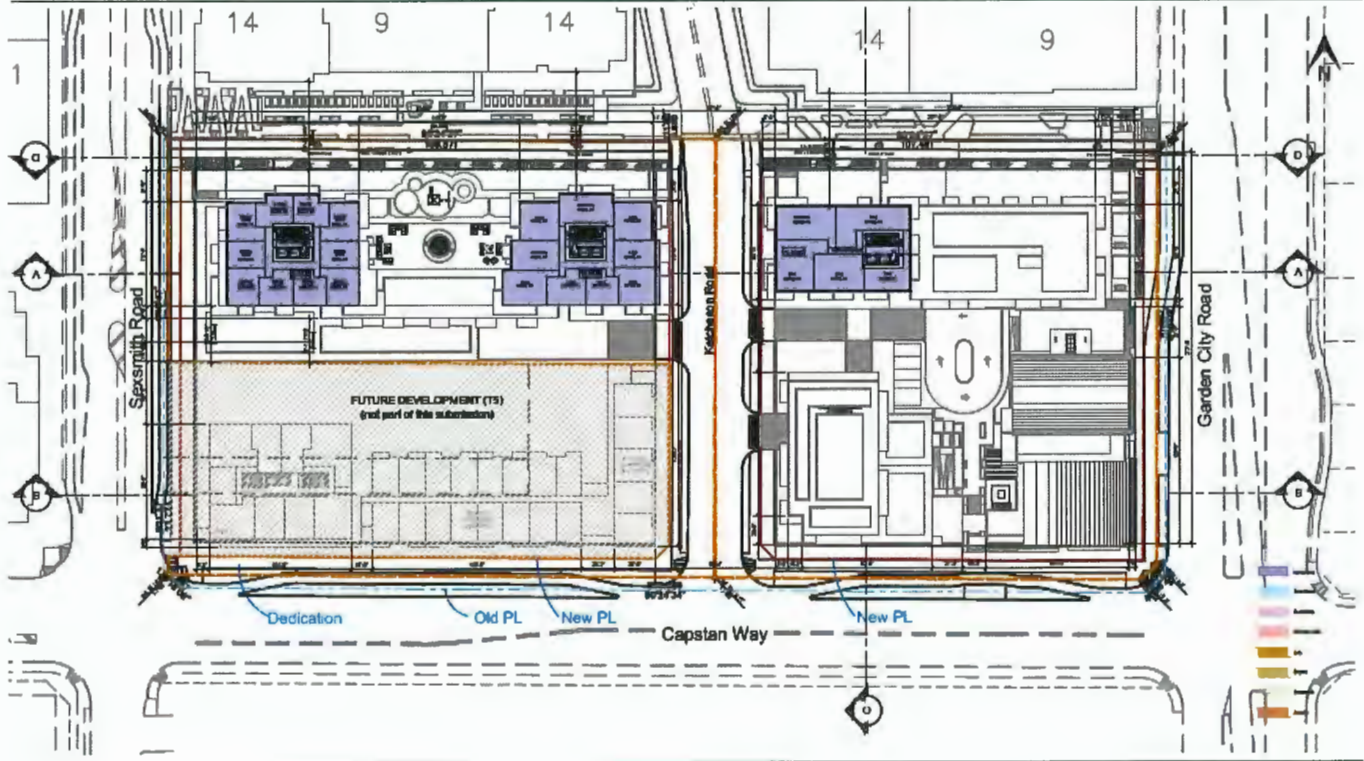
FLOOR PLAN - L9-10



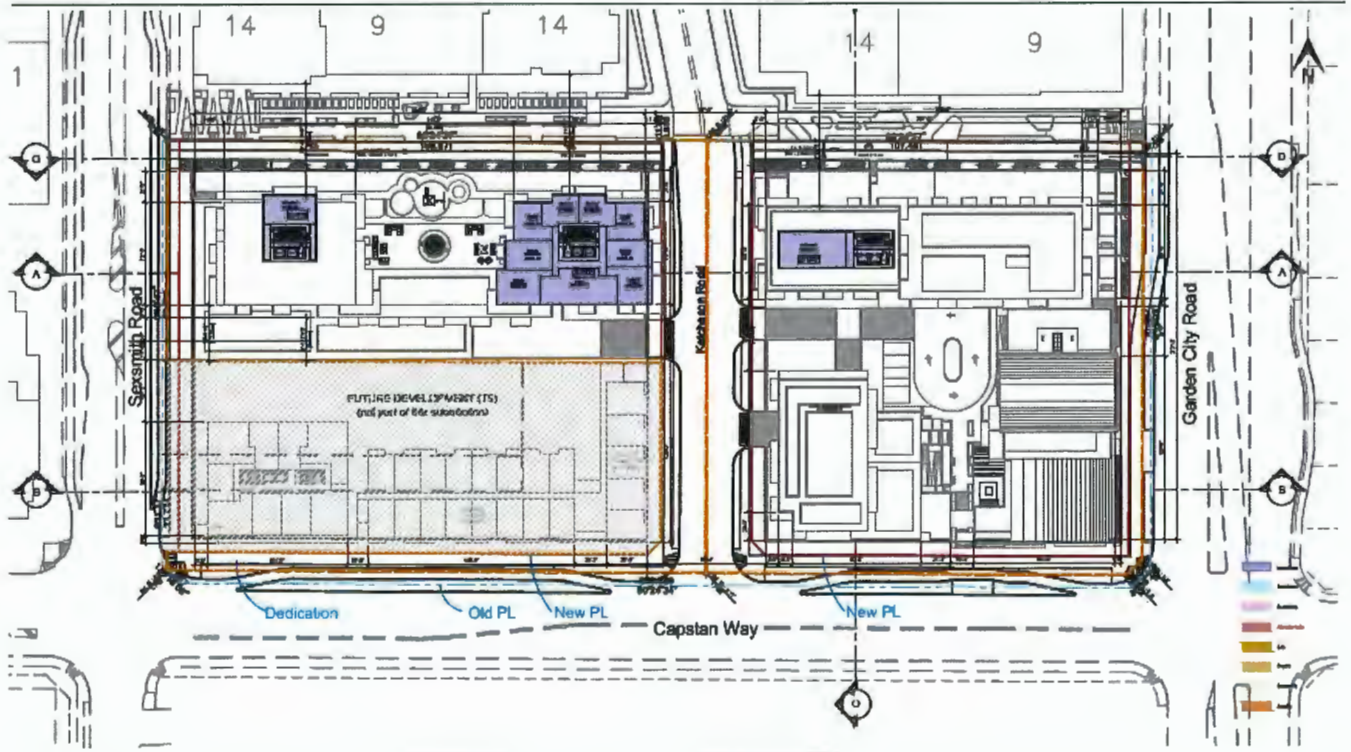
FLOOR PLAN - L11



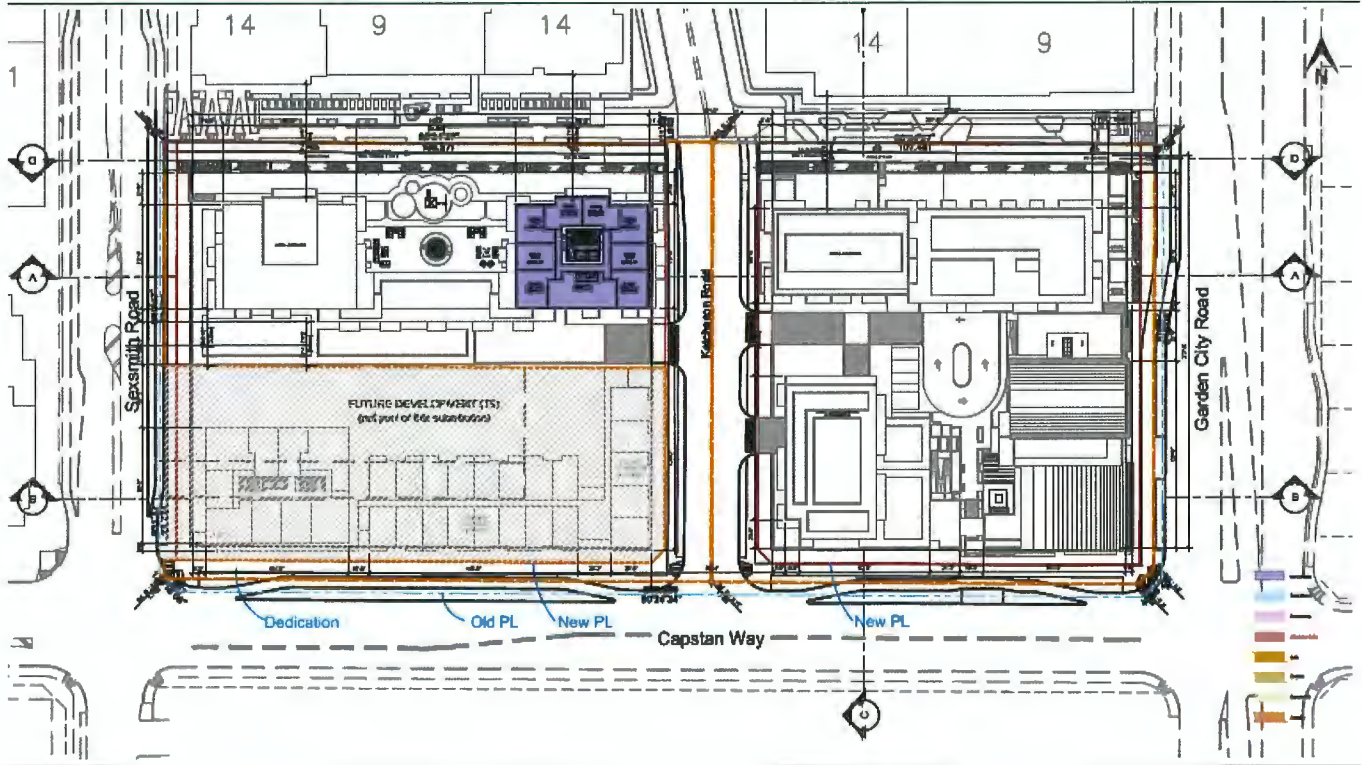
FLOOR PLAN - L12



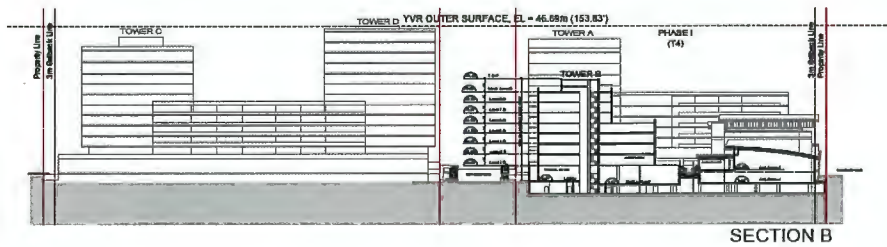
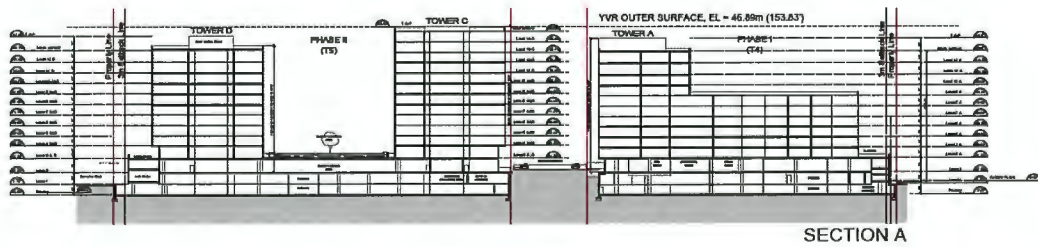
FLOOR PLAN - L13



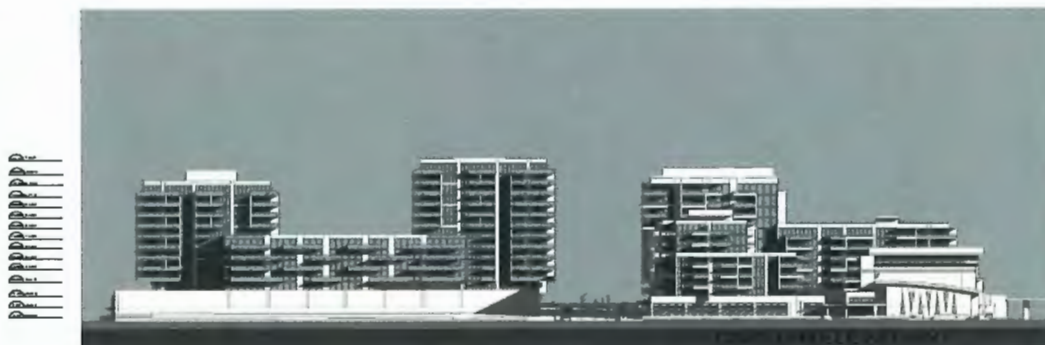
FLOOR / ROOF PLAN - L14



SITE SECTIONS



CAPSTAN WAY AND GREEN WAY ELEVATIONS

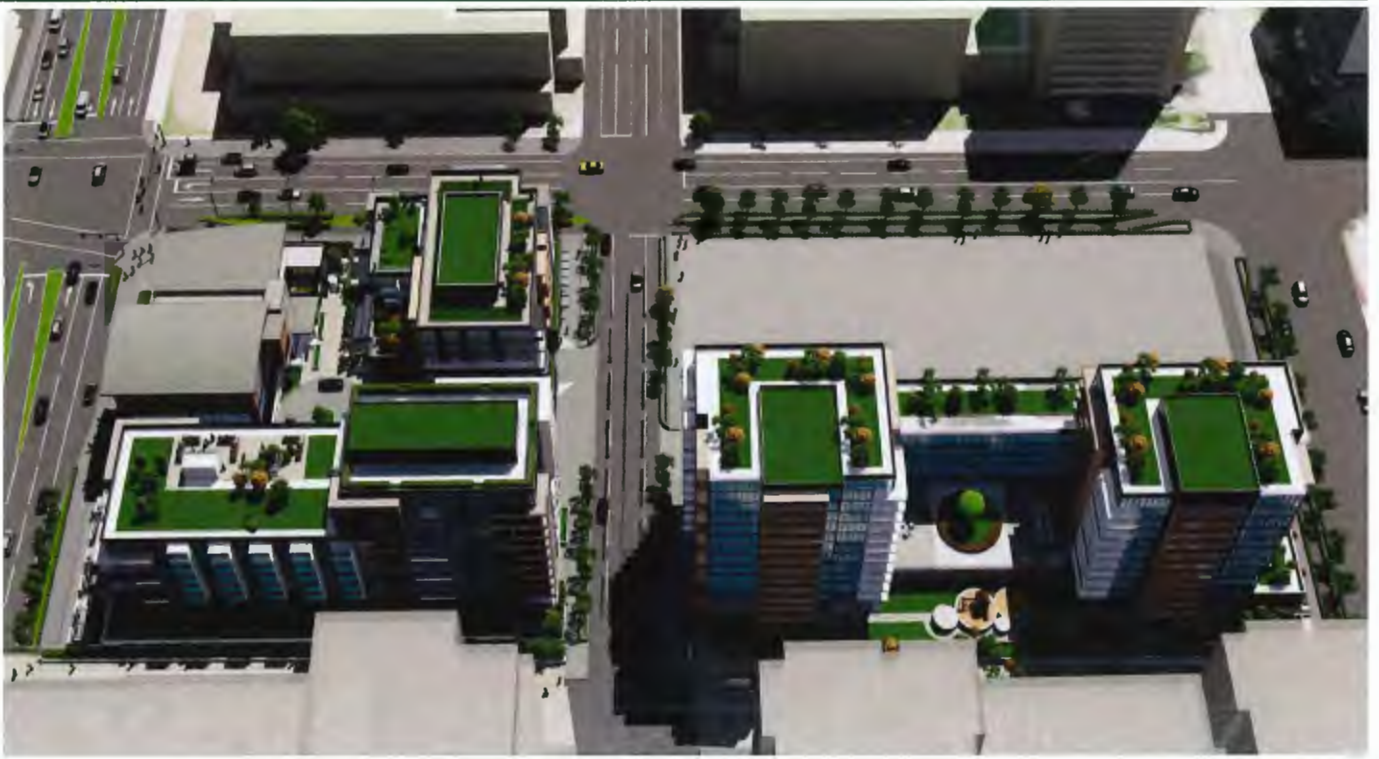


GARDEN CITY ROAD AND SEXSMITH ROAD ELEVATIONS





Looking north along Ketcheson Road (with Capstan Way in foreground)



Looking south along Ketcheson Road (with Capstan Way at the top of the image)



Looking eastward from Sexsmith Road along the Multi-Use Path



Lot A (east lot) landscaped central plaza/auto-court serving the church, child care & car-share



Looking northwest towards the church at the Capstan/Garden City intersection



Looking west from Garden City Road



Address: 3360, 3380, and a portion of 3440 Sexsmith Road

File No.: RZ 18-836107

Prior to final adoption of Richmond OCP Bylaw 7100, Amendment Bylaw 10390, and Zoning Bylaw 8500, Amendment Bylaw 10389, the developer is required to complete the following:

1. Ministry of Transportation & Infrastructure (MOTI): Approvals to proceed granted by MOTI, including:
 - 1.1. Preliminary Approval prior to presentation of the Development Permit* (DP) application to DP Panel; and
 - 1.2. Final Approval prior to adoption of the rezoning bylaw.

NOTE: MOTI approval may require the developer to make changes to the City-approved form of development (e.g., access) and/or Servicing Agreement* scope of off-site works (e.g., intersection upgrades), which changes shall be undertaken by the developer, at the developer’s sole cost, as determined to the satisfaction of the City.

2. Subdivision: Registration of a subdivision plan to the satisfaction of the City.

Prior to the registration of the Subdivision Plan, the following conditions shall be satisfied:

- 2.1. City Road: Dedication of land for road and related purposes, generally as described in the Preliminary Subdivision Plan (**Schedule A**) and the following table, including approximately:
 - 2.1.1. Ketcheson Road (i.e. designated as a City Centre Area Plan “minor street”): 20.0 m (65.6 ft.) wide right-of-way bisecting the site;
 - 2.1.2. Garden City Road: 4.8 m (15.7 ft.) strip of land along the site’s entire east side (i.e. frontage of proposed Lot A), generally comprising a 1.8 m (5.9 ft.) widening and 3.0 m (9.8 ft.) streetscape enhancement area;
 - 2.1.3. Capstan Way: 6.8 m (22.3 ft.) strip of land along the site’s entire south side (i.e. frontage of proposed “Lot A” and the remnant portion of 3440 Sexsmith Road), generally comprising a 2.8 m (9.2 ft.) widening and 4.0 m (13.1 ft.) streetscape enhancement area; and
 - 2.1.4. Sexsmith Road: 3.7 m (12.1 ft.) strip of land along the frontage of proposed “Lot B”, generally comprising a 1.1 m (3.6 ft.) widening and 2.6 m (8.5 ft.) streetscape enhancement area.

#	Road Feature	Total Dedication (m ²)	Eligible Portions (m ²)				Non-Eligible Portions (m ²)
			For Density (ZMU51)		For DCC Credits		
			Lot A	Lot B	Lot A	Lot B	
A.	Garden City Road (i.e. widening @ Lot A)	161.7	None	None	None	None	161.7
B.	Sexsmith Road (i.e. widening @ Lot B)	52.2	None	None	None	52.2	None
C.	Capstan Way (i.e. widening including Sexsmith Road corner cut)	607.4	None	None	276.5	330.9	None
D.	Ketcheson Road (i.e. new CCAP “minor street”)	1,863.8	931.9	931.9	None	None	None
E.	Sexsmith Road (i.e. streetscape enhancement)	123.4	None	123.4	None	None	None
F.	Capstan Way & Garden City Road (i.e. streetscape enhancement including Ketcheson Road corner cuts)	1,051.3	613.4	437.9	None	None	None
TOTAL (m²)		3,859.8	1,545.3	1,493.2	276.5	383.1	161.7
			3,038.5		659.6		

- 2.2. Lot Consolidation: The creation of two lots for development purposes (i.e. Lot A and Lot B) and a third lot comprising the remnant portion of 3440 Sexsmith Road, generally as shown in the Preliminary Subdivision Plan (**Schedule A**), including:
- 2.2.1. Lot A (i.e. proposed development site east of Ketcheson Road): 7,361.2 m² (79,235.3 ft²);
 - 2.2.2. Lot B (i.e. proposed development site west of Ketcheson Road): 5,021.6 m² (54,052.1 ft²); and
 - 2.2.3. Remnant Lot C (i.e. remnant portion of 3440 Sexsmith Road, which is not subject to rezoning through RZ 18-836107): 2,301.9 m² (24,777.4 ft²).
- 2.3. No Separate Sale (Lots A & B): Registration of a restrictive covenant(s) and/or alternative legal agreement(s) on title, to the satisfaction of the City, requiring that Lot A and Lot B may not be sold or otherwise transferred separately without prior approval of the City, to ensure that legal agreement and business terms related to financial, legal, development, and other obligations assigned to each of the lots as a result of the subject rezoning are transferred and secured to the satisfaction of the Director of Development and City Solicitor.
- 2.4. No Development (Remnant Lot C): Registration of a restrictive covenant(s) and/or alternative legal agreement(s) on title, to the satisfaction of the City, securing that “no development” will be permitted on Remnant Lot C, restricting Development Permit* issuance for any building on the lot, in whole or in part, unless the developer has submitted rezoning* and Development Permit* applications, approved by the City, that provide for the comprehensive development of Remnant Lot C with 3420 and 3426 Sexsmith Road including, but not limited to, the following, as determined to the satisfaction of the Director of Transportation, Director of Development, and Director of Engineering:
- 2.4.1. Vehicle access restrictions, limiting vehicle access to the future comprehensive development to the area secured via the Lot B Cross Access and Lots A and B Driveway Crossings agreements; and
 - 2.4.2. Road dedication and design/construction of frontage and utility upgrades (via a standard Servicing Agreement*), at the developer’s sole cost, along the entire Sexsmith Road frontage of the future comprehensive development site.

NOTE: The above development restrictions shall not limit use of Remnant Lot C for residential sales centre use or construction staging purposes related to the developer’s proposed development of Lot A and Lot B (subject to Building Permit* and other City approvals, as applicable), to the City’s satisfaction.

3. Capstan Station Bonus (CSB) (Lots A & B): Registration of a restrictive covenant(s) and/or alternative legal agreement(s), to the satisfaction of the City, securing that “no building” will be permitted on the subject site and restricting Building Permit* issuance for the subject site, in whole or in part, until the developer, on a stage-by-stage basis, satisfies the terms of the Capstan Station Bonus (CSB) as provided for via the Zoning Bylaw and City Centre Area Plan. More specifically, the developer shall provide for cash and public open space contributions as follows:
- 3.1. Capstan Station Reserve Contribution (Lots A & B): Preliminary estimated voluntary developer cash contributions are indicated in the table below.

Lot	No. of Dwellings <i>Preliminary estimate</i>	CSB Voluntary Contribution (1) <i>Estimate, based on the City-Approved 2021/2022 Rate (\$9,346.36/unit)</i>
A	201	\$1,878,622.38
B	191	\$1,785,158.58
TOTAL	392 units	\$3,663,780.96

(1) *The actual Capstan Station Reserve contribution shall be adjusted as required, on a Building Permit-by- Building Permit basis, to reflect accurately the number of dwelling units on Lot A and Lot B (including all market strata, affordable housing and market rental units) and the City-approved contribution rate(s) in effect at the time of Building Permit (BP) approval.*

- 3.2. Publicly-Accessible Open Space Contribution (Lots A & B): The developer shall provide public open space in compliance with the Capstan Station Bonus and ZMU51 zone, based on 5.0 m² (53.82 ft²) per dwelling unit (including all market strata, affordable housing, and market rental units). More specifically, prior to rezoning adoption the developer shall:
- 3.2.1. Maximum Number of Permitted Dwellings (Lots A & B): Register a covenant and/or alternative legal agreement on title, to the City’s satisfaction, to restrict the maximum permitted combined number of

dwellings on Lot A and Lot B to 392 units (including all market strata, affordable housing, and market rental units) or as otherwise determined to the City’s satisfaction through the Development Permit* process and specified in this agreement.

3.2.2. Capstan Station Bonus Greenway SRW (Lots A & B): Grant a statutory right-of-way (SRW) on Lot A and Lot B for the purpose of securing the Capstan Station Greenway SRW, comprising a Multi-Use Path (MUP) and Pocket Park(s). Prior to adoption of the OCP Amendment and Rezoning Bylaws, the agreement shall be registered as a blanket SRW (accompanied by a sketch plan) and shall include provisions for a replacement agreement at Development Permit*, Building Permit*, and/or occupancy, as determined to the satisfaction of the City, at the developer/owner’s cost, for the purpose of reflecting accurately the City-approved permits and replacing the sketch plan with a survey plan (which may be volumetric). The specific location, configuration, and design of the SRW area and the related terms of the agreement shall be confirmed through the development’s Development Permit*, Servicing Agreement*, and/or other City approval processes, to the satisfaction of the City, taking into account the following items.

- a) The combined total Greenway SRW area on Lots A and B shall be at least 1,960.0 m² (21,097.3 ft²) or the product of 5.0 m² (53.82 ft²) per dwelling unit and the maximum permitted number of market strata, affordable housing, and market rental units on Lots A and B (based on the Maximum Number of Permitted Dwellings covenant as described above), whichever is greater.

CSB Publicly-Accessible Open Space Contribution Rate	Lots A & B Max. Permitted # of Dwellings <i>Preliminary estimate</i>	CSB Voluntary SRW Contribution <i>Minimum Combined SRW Area on Lot A & Lot B</i>
5.0 m ² (53.82 ft ²) per dwelling unit	392	1,960.0 m ² (21,097.3 ft ²)
TOTAL	392 units	1,960.0 m² (21,097.3 ft²)

- b) The Greenway SRW area shall comprise a suitably landscaped, universally accessible portion of the subject site, designed and constructed by the developer/owner, at the sole cost of the developer/owner, as publicly-accessible open space including:
 - i. Approximately 1,131.0 m² (12,174.0 ft²) in the form of a 6.0 m (19.7 ft.) wide Multi-Use Path (MUP) for pedestrians, bicycles, and compatible modes of travel (together with seating, lighting, and other complementary landscape features), as generally shown on the Preliminary (Partial) Statutory Right-of-Way Plan (**Schedule B**):
 - On Lot A: 495.8 m² (5,336.8 ft²); and
 - On Lot B: 635.2 m² (6,837.2 ft²); and
 - ii. At least 829.0 m² (8,923.3 ft²) contiguous with the MUP in the form of one or more Pocket Parks for public seating, relaxing, and play (which Pocket Park areas shall be provided in addition to the SRW area shown in **Schedule B**, as determined to the City’s satisfaction through the DP process).
- c) The right-of-way shall provide for:
 - i. 24 hour-a-day, year-round, universally accessible, public access in the form of paved walkway(s) and related landscape features, which may include, but may not be limited to, lighting, furnishings, street trees and planting, decorative paving, and storm water management measures, to the satisfaction of the City;
 - ii. Public art;
 - iii. Emergency and service vehicle access, City bylaw enforcement, and any related or similar City-authorized activities;
 - iv. City utilities including, but not limited to, streetlights, traffic control infrastructure (e.g., signals, detector loops, and equipment kiosks), and related or similar features; and
 - v. Public access (e.g., walkways) to/from:
 - Fronting on-site uses/spaces; and
 - The contiguous linear publicly-accessible open space area (e.g., garden plots, walkways, and related landscape features) secured via statutory right-of-way 8800 Hazelbridge Way and 3300/3311 Ketcheson Road (“Concord Gardens”); and

- vi. Permanent building encroachments in the form of portions of the building located below finished grade (e.g., parking), provided that any such encroachments do not compromise the quality, functionality, safety, or amenity of the SRW area or associated landscape features (e.g., tree planting), as determined to the satisfaction of the City and specified in the approved Development Permit*.
- d) In addition, the agreement shall provide for the following:
- i. Emergency Turn-Around: A vehicle turn-around (3-point turn arrangement), adjacent to the subject site's required Ketcheson Road dedication, for the purpose of facilitating uninterrupted public use of the dedicated portion of Ketcheson Road in the event that the Private (SRW) Road portion of Ketcheson Road (i.e. north of the subject site) is temporarily unavailable to the public, in part or in whole, due to emergencies or City-authorized closures. The turn-around must be designed and constructed to the satisfaction of the Director of Transportation and Director of Engineering, which may include, but may not be limited to, provisions for passenger vehicles, fire trucks, emergency service vehicles, and garbage/recycling trucks, as required to support the subject development.
 - ii. Future Elevated Road Crossing Connection: A future connection between the MUP and a Future Elevated Road Crossing over Garden City Road for the purpose of providing a continuous grade-separated public route, for pedestrians, bicycles, and compatible modes of travel, between Capstan Village and lands east of Garden City Road. The Future Elevated Road Crossing, including its connection to the MUP, shall be constructed by or on behalf of the City, at no cost to the owner of the MUP. Terms of the agreement may include, but may not be limited to, the following:
 - The design and construction of the MUP and associated portions of the Lot A building must accommodate a safe and functional connection with the Future Elevated Road Crossing, as determined to the satisfaction of the City, including, but not limited to, compatible elevations (e.g., to ensure the elevated crossing will have adequate roadway clearance), pathway design (e.g., width, grade, materials, lighting, and furnishings), connection point considerations (e.g., structural and related measures), and temporary safety barrier(s) at the connection point (to be removed upon construction of the Future Elevated Road Crossing);
 - Additional SRW area, as applicable, (which additional area would not comprise part of the developer/owner's CSB public open space contribution) for the purpose of potentially locating aerial portions of the Future Elevated Road Crossing, related structure and/or other features on, over, or under a portion of Lot A (which features shall not compromise the City-approved development of Lot A);
 - The ability for the City and its designate(s) to enter Lot A for purposes related to the design, construction, repair, replacement, demolition, operation, and maintenance of the Future Elevated Road Crossing; and
 - Related requirements (e.g., responsibilities, liabilities, and cost sharing), which may include a construction agreement, option to purchase, or other measures.
 - iii. Heritage Interpretation: Interpretation of the Herrling Residence (3360 Sexsmith Road), as required with respect to the Heritage Protection and Interpretation (Lot A and B) agreement, as determined to the satisfaction of the Director, Development, Director, Arts, Culture, and Heritage Services, and Director, Parks Services and in compliance with an approved Development Permit* and Servicing Agreement*.
- e) The right-of-way shall not provide for:
- i. Driveway crossings or vehicle access (except as described above);
 - ii. Building encroachments above the finished grade of the right-of-way; or
 - iii. Gates or similar barriers to public access (e.g., chains), except in association emergency, maintenance, repair, or other City-authorized closures. (For clarity, the SRW area cannot be chained or gated nightly.)

- f) Design and construction of the SRW area shall be the subject of a Servicing Agreement* and Development Permit*, which shall be undertaken at the sole cost and responsibility of the developer/owner, as determined to the satisfaction of the City. Among other things, works essential for public access within the required SRW area are to be included in the Servicing Agreement* and the design of the SRW area must be prepared in accordance with good engineering practice with the objective of optimizing public safety. After completion of the SRW works, the owner is required to provide a certificate of inspection for the works or equivalent, prepared and sealed by the owner's engineer, architect, and/or landscape architect, as determined to the City's satisfaction, in a form and content acceptable to the City, certifying that the works have been constructed and completed in accordance with the accepted design.
- g) Maintenance of and liability with respect to the SRW area shall be at the sole cost and responsibility of the owner/developer, except for City utilities and/or other features that are identified through the Servicing Agreement*, at the sole discretion of the City, for maintenance by the City following the expiry of the Servicing Agreement* maintenance period.
- h) The owner/developer shall be permitted to close a portion of the right-of-way to public access to facilitate maintenance or repairs to the right-of-way and/or the fronting uses, provided that adequate public access is maintained and the duration of the closure is limited, as specified in the agreement and/or approved by the City in writing in advance of any such closure.
- i) "No development" shall be permitted on the site, restricting Development Permit* issuance for any building on the site, in whole or in part, unless the permit includes the SRW area, to the City's satisfaction.
- j) On a lot-by-lot basis, no Building Permit* shall be issued for a building on a lot, in whole or in part (excluding parking intended as an ancillary use to non-parking uses), unless the permit includes the portion of the SRW area located on the lot, as determined to the City's satisfaction.
- k) On a lot-by-lot basis, "no occupancy" shall be permitted of a building on a lot, restricting Building Permit* inspection granting occupancy for a building on the lot, in whole or in part (excluding parking intended as an ancillary use to non-parking uses), until the SRW area located on the lot is completed to the satisfaction of the City and the developer has submitted a certificate of inspection for the works or equivalent, prepared and sealed by the owner's engineer, architect, and/or landscape architect, to the City's satisfaction, and received a Building Permit* inspection granting occupancy.

Notwithstanding the afore mentioned statement, on a lot-by-lot basis, if occupancy of the building on the lot is permitted to proceed in stages (e.g., tower-by-tower), "no occupancy" shall be permitted of any market (strata) residential units on the lot until the required SRW area is completed to the City's satisfaction.

4. Mid-Block Pedestrian Link SRW (Lot A): Grant a statutory right-of-way (SRW) on Lot A for the purpose of securing unrestricted public pedestrian access between Ketcheson Road, Capstan Way, and Garden City Road via Lot A's central (auto court) plaza and associated walkways and stairs, as determined to the satisfaction of the City through an approved Development Permit*. Prior to adoption of the OCP Amendment and Rezoning Bylaws, the agreement shall be registered as a blanket SRW (accompanied by a sketch plan) and shall include provisions for a replacement agreement at Development Permit*, Building Permit*, and/or occupancy, as determined to the satisfaction of the City, at the developer/owner's cost, for the purpose of reflecting accurately the City-approved permits and replacing the sketch plan with a survey plan (which may be volumetric). The specific location, configuration, and design of the SRW area and the related terms of the agreement shall be confirmed through the development's Development Permit* and/or other City approval processes, to the satisfaction of the City, taking into account the following items.

4.1. The right-of-way shall provide for:

- 4.1.1. 24 hour-a-day, year-round public pedestrian access in the form of paved walkway(s) and related landscape features, which may include, but may not be limited to, lighting, furnishings, street trees and planting, decorative paving, and storm water management measures, to the City's satisfaction;

- 4.1.2. Universal public pedestrian access between Ketcheson Road and on-site uses/spaces (e.g., church, child care, car-share parking spaces, and bicycle racks); and
- 4.1.3. Vehicle use of driveways and driveway crossings (e.g., by owners, operators, tenants, visitors, and car-share operator and users), provided that this activity does not compromise the safe and convenient public pedestrian use of the SRW area;
- 4.1.4. Emergency and service vehicle access, City bylaw enforcement, and any related or similar City-authorized activities; and
- 4.1.5. Permanent building encroachments, provided that any such encroachments do not compromise the quality, functionality, safety, or amenity of the SRW area or associated landscape features, as determined to the satisfaction of the City and specified in the approved Development Permit*, including:
 - a) Portions of the building located below finished grade (e.g., parking); and
 - b) Weather protection, habitable portions of the building, and similar structures and building projections, provided that such features are a minimum clear distance of 2.5 m (8.2 ft.) above the finished grade of the SRW area or as otherwise specified in an approved Development Permit*.
- 4.2. The right-of-way shall not provide for gates or similar barriers to public access (e.g., chains), except in association emergency, maintenance, repair, or other City-authorized closures. (For clarity, the SRW area cannot be chained or gated nightly.)
- 4.3. Design and construction of the SRW area shall be the subject of a Development Permit*, which shall be undertaken at the sole cost and responsibility of the developer/owner, as determined to the satisfaction of the City. The design of the SRW area must be prepared in accordance with good engineering practice with the objective of optimizing public safety. After completion of the SRW works, the owner is required to provide a certificate of inspection for the works or equivalent, prepared and sealed by the owner's engineer, architect, and/or landscape architect, as determined to the City's satisfaction, in a form and content acceptable to the City, certifying that the works have been constructed and completed in accordance with the accepted design.
- 4.4. Maintenance of and liability with respect to the SRW area shall be at the sole cost and responsibility of the owner/developer.
- 4.5. The owner/developer shall be permitted to close a portion of the right-of-way to public access to facilitate maintenance or repairs to the right-of-way and/or the fronting uses, provided that adequate public access is maintained and the duration of the closure is limited, as specified in the agreement and/or approved by the City in writing in advance of any such closure.
- 4.6. "No development" shall be permitted on the site, restricting Development Permit* issuance for any building on the site, in whole or in part, unless the permit includes the SRW area, to the City's satisfaction.
- 4.7. No Building Permit* shall be issued for a building on Lot A, in whole or in part (excluding parking intended as an ancillary use to non-parking uses), unless the permit includes the SRW area, as determined to the City's satisfaction.
- 4.8. "No occupancy" shall be permitted of a building on Lot A, restricting Building Permit* inspection granting occupancy for a building on Lot A, in whole or in part (excluding parking intended as an ancillary use to non-parking uses), until the SRW area is completed to the satisfaction of the City and the developer has submitted a certificate of inspection for the works or equivalent, prepared and sealed by the owner's engineer, architect, and/or landscape architect, to the City's satisfaction, and received a Building Permit* inspection granting occupancy.

Notwithstanding the afore mentioned statement, if occupancy of the building on the lot is permitted to proceed in stages (e.g., tower-by-tower), "no occupancy" shall be permitted of any market (strata) residential units on the lot or the Lot A Religious Assembly and Child Care Building (excluding parking intended as an ancillary use to non-parking uses) until the required SRW area is completed to the City's satisfaction.

5. Driveway Crossings (Lots A & B): Registration of a restrictive covenant(s) and/or alternative legal agreement(s) on title requiring that vehicle access to the subject site shall be limited to the following:
 - 5.1. For Lot A: A maximum of two (2) driveways shall be permitted along the lot's Ketcheson Road frontage. No driveways shall be permitted along the lot's Capstan Way or Garden City Road frontages.
 - 5.2. For Lot B: A maximum of one (1) driveway shall be permitted along the lot's Ketcheson Road frontage, which driveway shall provide for shared access with future development at 3420, 3426, and Remnant Lot C (i.e. remnant portion of 3440 Sexsmith Road), as per the required Lot B Cross Access agreement. No driveways shall be permitted along the lot's Sexsmith Road frontage.
6. Cross Access (Lot B): Registration of a cross-access easement, statutory right-of-way (SRW), and/or other legal agreement(s) or measure(s), as determined to the satisfaction of the Director of Development, over the internal drive-aisle in favour of future development at 3420, 3426, and Remnant Lot C (i.e. remnant portion of 3440 Sexsmith Road), including the installation of way-finding and other appropriate signage on the subject property, and requiring a covenant that the owner provide written notification of this through the disclosure statement to all initial purchasers, provide an acknowledgement of the same in all purchase and sale agreements, and erect signage in the initial sales centre advising purchasers of the potential for these impacts. The specific location, configuration, and design of the easement area or SRW area and the related terms of the agreement shall be confirmed through the development's Development Permit*, Servicing Agreement*, and/or other City approval processes, to the satisfaction of the City.
 - 6.1. "No development" shall be permitted on Lot B, restricting Development Permit* issuance for any building on Lot B, in whole or in part, unless the developer provides for the required Lot B Cross Access, which may include, but may not be limited to knock-out wall/fence panels, way-finding signage, and submission of a Letter of Credit or cash for the future repair of the affected portion of the Lot B building when cross-access is implemented, as determined to the satisfaction of the City.
 - 6.2. No Building Permit* shall be issued for a building on Lot B, in whole or in part, unless the developer provides for the required Lot B Cross Access in the Building Permit*, to the City's satisfaction, and the architect submits a letter confirming that the design of the spaces and uses satisfies all City's requirements.
 - 6.3. "No occupancy" shall be permitted on Lot B, restricting Building Permit* inspection granting occupancy for any building on Lot B, in whole or in part, until the Lot B Cross Access requirements are completed to the satisfaction of the City, a letter of confirmation is submitted by the architect assuring that the facilities satisfy all City's requirements, and the facilities have received Building Permit* inspection granting occupancy.

Notwithstanding the afore mentioned statement, if occupancy of the building on the lot is permitted to proceed in stages (e.g., tower-by-tower), "no occupancy" shall be permitted of any market (strata) residential units on the lot until the Lot B Cross Access requirements are completed to the satisfaction of the City.
7. Tandem Parking Restriction (Lots A & B): Registration of a legal agreement on title prohibiting tandem parking (i.e. where one parking space is located behind another such that only one has direct access to a drive aisle).
8. Car-Share Measures (Lot A): Registration on title of a restrictive covenant and/or alternative legal agreement, to the satisfaction of the City, for the purpose of securing the developer/owner's commitment towards implementing, at the developer/owner's sole cost, a car-share strategy comprised of designated car-share parking spaces, car-share vehicles, and contractual arrangements with a car-share operator, all to the satisfaction of the City.
 - 8.1. The car-share parking facility shall provide for the following:
 - 8.1.1. Two (2) car-share parking spaces located together on Lot A where they will be secure, universally-accessible, and provide for safe and convenient 24/7 public pedestrian and vehicle access, as determined to the City's satisfaction;
 - 8.1.2. Operating electric vehicle (EV) quick-charge (240V) charging stations for the exclusive use of and simultaneous charging of the car-share vehicles parked in the required car-share spaces; and
 - 8.1.3. Pedestrian and vehicle access, signage, lighting, and other features necessary to the operation of the car-share facility and vehicles as determined to the satisfaction of the City.

- 8.2. The required car-share spaces shall be provided by the developer/owner in addition to that parking provided to satisfy Zoning Bylaw parking requirements with respect to residential and non-residential uses on the lot.
- 8.3. Users of the car-share spaces shall not be subject to parking fees or EV charging fees, except as otherwise determined at the sole discretion of the City.
- 8.4. The developer/owner shall, to the City's satisfaction, enter into a contract with a car-share operator for the operation of the car-share parking facility for a minimum term of three (3) years, which contract shall require, among other things, that:
 - 8.4.1. The developer/owner provides two (2) car-share cars at no cost to the operator;
 - 8.4.2. The car-share cars shall be electric vehicles, unless otherwise determined to the satisfaction of the car-share operator and the City; and
 - 8.4.3. The required car-share parking facility and vehicles will be 100% available for use upon the required occupancy of the car-share parking facility, as determined to the satisfaction of the City.
- 8.5. "No development" shall be permitted on the subject site, restricting Development Permit* issuance for a building on the subject site, in whole or in part, unless the developer, to the City's satisfaction:
 - 8.5.1. Designs the subject site to provide for the required car-share parking facility to the City's satisfaction;
 - 8.5.2. Secures the car-share parking facility via a statutory right-of-way(s) and easement(s) registered on title and/or other legal agreements, as determined to the City's satisfaction;
 - 8.5.3. Provides a Letter of Credit (LOC) to the City to secure the developer's commitment to the provision of two (2) car-share vehicles, the value of which shall be the estimated retail value of the two (2) car-share cars at the time of purchase or as otherwise determined to the satisfaction of the Director of Transportation and Director of Development; and
 - 8.5.4. Registers legal agreement(s) on title requiring that, unless otherwise agreed to in advance by the City, in the event that the car-share parking facility is not operated for car-share purposes as intended via the subject rezoning application (e.g., the operator's contract is terminated or expires), control of the car-share facility shall be transferred to the City, at no cost to the City, and the City at its sole discretion, without penalty or cost, shall determine how the facility shall be used going forward.
- 8.6. No Building Permit* shall be issued for a building on the subject site, in whole or in part (excluding parking intended as an ancillary use to non-parking uses), unless the permit provides for the required car-share parking facility to the City's satisfaction and a letter of confirmation is submitted by the architect assuring that the design of the facility satisfies all applicable City's requirements.
- 8.7. "No occupancy" shall be permitted of a building on Lot A, restricting Building Permit* inspection granting occupancy for a building on Lot A, in whole or in part (excluding parking intended as an ancillary use to non-parking uses), until the required Lot A Car-Share Measures are completed to the satisfaction of the City, a letter of confirmation is submitted by the architect assuring that the facilities satisfy all applicable City's requirements, and the facilities have received Building Permit* inspection granting occupancy.

Notwithstanding the afore mentioned statement:

- 8.7.1. If occupancy of the building on Lot A is permitted to proceed in stages (e.g., tower-by-tower), "no occupancy" shall be permitted of any market (strata) residential units on Lot A until the required Lot A Car-Share Measures are completed to the City's satisfaction; and
- 8.7.2. If the City determines, to its sole satisfaction, that operation of the Car-Share Measures shall be delayed following granting of occupancy (e.g., to accommodate the operator's requirements), prior to granting of occupancy, the developer may be required to submit an additional Letter of Credit and/or additional occupancy restrictions may apply to secure the developer's commitment with respect to the operator contract and/or related considerations.

9. Cycling Facilities (Lot A & Lot B): Registration of a restrictive covenant and/or alternative legal agreement on Lot A and Lot B for the purpose of requiring that the developer/owner provides, installs, and maintains cycling facilities on Lot A and Lot B, on a lot-by-lot basis, for the use of each lot's tenants/occupants, to the satisfaction of the City as determined via the Development Permit* review and approval processes. More specifically:
- 9.1. Residential Cycling Facilities (Lot A & Lot B): For residential tenants/occupants on Lot A and Lot B, on a lot-by-lot basis, the developer/owner shall, at the developer's sole cost, design, install, and maintain on the lots:
- 9.1.1. Three (3) bike maintenance facilities, each in the form of a bike repair and maintenance station comprising a foot-activated pump, repair stand with integrated tools, and a bike wash, including:
- a) Two (2) on Lot A, including one (1) for the exclusive shared use of the tenants/occupants of the Mixed Income Rental Housing Building (including the housing operator) and one (1) for the exclusive shared use of the tenants/occupants of the Lot A market strata units; and
 - b) One (1) on Lot B for the exclusive shared use of Lot B residential tenants/occupants; and
- 9.1.2. EV-equipped storage facilities in the form of "Class 1" bike storage spaces for the residential tenants/occupants of the building, as per the Zoning Bylaw and ZMU51 zone, which storage must include 120V energized (duplex) outlets for the shared use of cyclists at a rate of 1 energized (duplex) outlet for each 10 bike storage spaces or portion thereof in each bike storage room or as per Zoning Bylaw or Official Community Plan rates in effect at the time of Development Permit* approval, whichever is greater (which energized outlets shall be located to facilitate shared use by bikes in the storage room), including:
- a) Two (2) EV-equipped storage facilities on Lot A (each of which shall comprise multiple storage rooms), including one (1) for the exclusive shared use of the tenants/occupants of the Mixed Income Rental Housing Building (including the housing operator) and one (1) for the exclusive shared use of the tenants/occupants of the Lot A market strata units; and
 - b) One (1) EV-equipped storage facility on Lot B (comprising multiple storage rooms) for the exclusive shared use of Lot B residential tenants/occupants.

NOTE: For ease of use and security, the components of each of the development's three (3) Residential Cycling Facilities (i.e. bike maintenance facility and residential "Class 1" bike storage) shall be grouped together and situated at the building's ground floor. If the City determines in its sole discretion, as set out in an approved Development Permit*, that one or more of the Residential Cycling Facilities may be on another floor of the building, in whole or in part, they must be adjacent to an elevator/stair core and use of that elevator/stair must be secured (by legal agreement) for unrestricted use by persons using the Residential Cycling Facilities (e.g., strata restrictions shall not restrict access).

- 9.2. Non-Residential Cycling Facilities (Lot A): For non-residential tenants/occupants (i.e. commercial, church, child care, and similar or related uses) on Lot A, the developer/owner shall, at the developer's sole cost, design, install, and maintain on the lot:
- 9.2.1. End-of-trip cycling facilities for the shared use of the development's non-residential tenants comprising a handicapped-accessible suite of rooms designed to accommodate use by four or more people (of the same or different genders) at one time, as determined to the City's satisfaction through the Development Permit* review and approval process, including at least two (2) shower/change cubicles with doors, two (2) change cubicles with doors, two (2) toilet cubicles with doors, two (2) wash basins, and a common change room with a bench(s), grooming station (i.e. mirror, counter, and electrical outlets), and lockers;
- 9.2.2. A bike maintenance facility in the form of a bike repair and maintenance station comprising a foot-activated pump, repair stand with integrated tools, and a bike wash; and
- 9.2.3. EV-equipped storage facilities in the form of "Class 1" bike storage spaces for the non-residential tenants/occupants of the building, as per the Zoning Bylaw, which storage must include 120V energized (duplex) outlets for the shared use of cyclists at a rate of 1 energized (duplex) outlet for each 10 bike storage spaces or portion thereof in each bike storage room or as per Zoning Bylaw or

Official Community Plan rates in effect at the time of Development Permit* approval, whichever is greater (which energized outlets shall be located to facilitate shared use by bikes in the storage room).

NOTE: For ease of use and security, the components of the Lot A Non-Residential Cycling Facilities (i.e. end-of-trip cycling facilities, bike maintenance facility, and non-residential “Class 1” bike storage) shall be grouped together and situated at the building’s ground floor. If the City determines in its sole discretion, as set out in an approved Development Permit*, that the Lot A Non-Residential Cycling Facilities may be on another floor of the building, the required components must be grouped together adjacent to an elevator/stair core and use of that elevator/stair must be secured (by legal agreement) for unrestricted use by persons using the Lot A Non-Residential Cycling Facilities (e.g., strata restrictions shall not restrict access).

- 9.3. “No development” shall be permitted on Lot A or Lot B, restricting Development Permit* issuance for any building on Lot A or Lot B, in whole or in part, unless the developer provides for the required Cycling Facilities to the satisfaction of the City.
- 9.4. On a lot-by-lot basis, no Building Permit* shall be issued for a building on Lot A or Lot B, in whole or in part (excluding parking intended as an ancillary use to non-parking uses), until the developer provides for the required Cycling Facilities and a letter of confirmation is submitted by the architect assuring that the design of the facilities satisfies all applicable City’s requirements.
- 9.5. On a lot-by-lot basis, “no occupancy” shall be permitted on Lot A or Lot B, restricting Building Permit* inspection granting occupancy for any building on Lot A or Lot B, in whole or in part (excluding parking intended as an ancillary use to non-parking uses), until the required Cycling Facilities are completed to the satisfaction of the City, a letter of confirmation is submitted by the architect assuring that the facilities satisfy all applicable City’s requirements, and the facilities have received Building Permit* inspection granting occupancy.

Notwithstanding the afore mentioned statement, on a lot-by-lot basis, if occupancy of the building on the lot is permitted to proceed in stages (e.g., tower-by-tower), “no occupancy” shall be permitted of:

- 9.5.1. Any non-residential uses on Lot A, in whole or in part, until 100% of the Lot A Non-Residential Cycling Facilities and related uses and spaces are completed to the satisfaction of the City;
- 9.5.2. Any residential uses on Lot A until 100% of the Lot A Residential Cycling Facilities required with respect to the Mixed Income Rental Housing Building and a proportional share of the Residential Cycling Facilities required with respect to the Lot A market (strata) residential units proposed for occupancy, together with all related uses and spaces, are completed to the satisfaction of the City; and
- 9.5.3. Any residential uses on Lot B, in whole or in part, until a proportional share of the Residential Cycling Facilities required with respect to the Lot B market (strata) residential units proposed for occupancy, as applicable, and all related uses and spaces, are completed to the satisfaction of the City.

10. Electric Vehicle (EV) Charging Equipment for Vehicles (Lots A & B): Registration on title of a restrictive covenant and/or alternative legal agreement(s), to the satisfaction of the City, to clarify Zoning Bylaw and related requirements regarding EV charging facilities for vehicles, the details of which shall be specified, to the satisfaction of the Director of Transportation and Director of Sustainability in an approved Development Permit*. More specifically, the agreement shall require that:

- 10.1. 100% of resident parking on Lot A and Lot B (i.e. designated for the use of tenants/occupants of market strata, affordable housing, and market rental housing units) shall be equipped with energized 240V Charging Stations (i.e. energized outlets capable of providing Level 2 charging or higher); and
- 10.2. 5% of non-residential parking on Lot A, based on the total number of non-residential parking spaces approved through the Development Permit* (excluding the two required car-share spaces) shall be equipped with energized 240V Charging Stations (i.e. energized outlets capable of providing Level 2 charging or higher); and
- 10.3. Two (2) car-share spaces on Lot A shall be equipped with 240V Chargers (i.e. 240V Charging Stations plus equipment for delivering electricity from the energized outlets to the vehicles).

- 10.4. The electrical circuits serving the designated parking spaces for:
 - 10.4.1. Market strata uses on Lot A and B must, on a lot-by-lot basis, serve only those parking spaces;
 - 10.4.2. Affordable housing uses on Lot A must serve only those parking spaces;
 - 10.4.3. Market rental housing uses on Lot A must serve only those parking spaces;
 - 10.4.4. Church/child care/related uses on Lot A must serve only those parking spaces;
 - 10.4.5. Commercial uses (including use by residential visitors) on Lot A must serve only those parking spaces; and
 - 10.4.6. Car-share use on Lot A must serve only those parking spaces.
- 10.5. For the car-share parking spaces, as determined at the developer/owner's discretion, the required service shall be provided by either:
 - 10.5.1. dedicating one 40A 208V circuit to each individual parking space such that upon completion of the Car-Share Measures, to the satisfaction of the City, both of the required EV-equipped parking spaces are equipped with an energized outlet box with a receptacle capable of charging electric vehicles and a 240V Charger (i.e. one for each 40A 208-240V circuit); or
 - 10.5.2. servicing the 2 car-share parking spaces with a single 40A 208-240V circuit such that upon completion of the Car-Share Measures, to the satisfaction of the City, each parking space is equipped with an energized outlet with a smart EV Charger connected to a load-sharing system capable of delivering at least 24 kWh of charging to each vehicle within an 8 hour period when both parking spaces are occupied by charging vehicles (e.g. 2-way load share of a 40A 208-240V circuit).
- 10.6. For resident parking (for the tenants/occupants of market strata, market rental, and affordable housing units) and non-residential parking (for commercial tenants/occupants, church/child care, and related uses) as determined at the developer's discretion, the required service may be provided by either:
 - 10.6.1. Dedicating one 208V circuit to each individual parking space, such that upon first occupancy of the building, in whole or in part, all of the required EV-equipped parking spaces are equipped with an outlet box with a receptacle capable of charging electric vehicles (i.e. one for each 40A 208-240V circuit); or
 - 10.6.2. Servicing multiple parking spaces with each 40A 208-240V circuit, such that upon first occupancy of the building, in whole or in part:
 - a) The building design supports the future installation by others (e.g., residential and/or non-residential owners) of a load sharing system(s) capable of delivering at least 12 kWh of charging to every car within an 8 hour period when every parking space is occupied by a charging car (e.g. 4-way load share of a 40A 208-240V circuit); and
 - b) Prior to the installation of a load sharing system(s):
 - i. At least 25% of resident parking spaces (including a proportional share of required market strata, market rental, and affordable housing resident parking) and at least 25% of non-residential parking spaces are equipped with an outlet box with a receptacle capable of charging electric vehicles (i.e. one for each 40A 208-240V circuit); and
 - ii. The remaining required EV-equipped resident and non-residential parking spaces each have an outlet box containing capped energized wires covered with a cover plate.
- 10.7. "No development" shall be permitted on Lot A or Lot B, restricting Development Permit* issuance for any building on Lot A or Lot B, in whole or in part, unless the developer provides for the required Electric Vehicle (EV) Charging Equipment for Vehicles, to the satisfaction of the City.
- 10.8. On a lot-by-lot basis, no Building Permit* shall be issued for a building on Lot A or Lot B, in whole or in part, until the developer provides for the required Electric Vehicle (EV) Charging Equipment for Vehicles and a letter of confirmation is submitted by the architect assuring that the design of the facilities satisfies all applicable City's requirements.

- 10.9. On a lot-by-lot basis, “no occupancy” shall be permitted on Lot A or Lot B, restricting Building Permit* inspection granting occupancy for any building on Lot A or Lot B, in whole or in part, until the required Electric Vehicle (EV) Charging Equipment for Vehicles required with respect to the lot are completed to the satisfaction of the City, a letter of confirmation is submitted by the architect assuring that the facilities satisfy all applicable City’s requirements, and the facilities have received Building Permit* inspection granting occupancy.

Notwithstanding the afore mentioned statement, on a lot-by-lot basis, if occupancy of the building on the lot is permitted to proceed in stages (e.g., tower-by-tower), “no occupancy” shall be permitted of any use on the lot unless, on a stage-by-stage basis, the parking required to be completed with respect to each stage is equipped with Electric Vehicle (EV) Charging Equipment for Vehicles in compliance with this agreement, as determined to the satisfaction of the City.

11. Residential Visitor & Non-Residential Parking (Lot A): Registration of a restrictive covenant and/or alternative legal agreement(s) on title to Lot A, to the satisfaction of the City, specifying the amount, distribution, operation (e.g., duration of stay), and use (i.e. exclusive or shared) of parking facilities required to be provided on Lot A to satisfy Zoning Bylaw and related requirements with respect to the Lot A Religious Assembly and Child Care Building, Lot A commercial uses, and visitors to the Lot A Mixed Income Rental Housing Building and Lot A market (strata) dwelling units, to the City’s satisfaction.

- 11.1. Provisions in the agreement may include, but may not be limited to, the following, as determined to the City’s satisfaction through an approved Development Permit*:

- 11.1.1. Residential visitor parking (for the purpose of satisfying Zoning Bylaw requirements) shall be provided in a combination of spaces secured for the exclusive use of residential visitors (i.e. approximately 23 spaces, which may be managed as a pool or assigned to specific buildings, as determined to the City’s satisfaction) and shared use of Lot A’s commercial spaces (i.e. approximately 18 spaces, which may include spaces allocated for long-term use, hourly use and/or shorter durations) on the same terms as members of the general public, to the satisfaction of the City;
- 11.1.2. Parking spaces shall be provided for the exclusive use of the Lot A Religious Assembly and Child Care Building, to the City’s satisfaction;
- 11.1.3. Parking spaces within the Lot A auto-court shall be secured for short-term use (e.g., 5-minute) to facilitate passenger drop-off/pick-up and related activities by all uses on Lot A and the general public;
- 11.1.4. Lot A Residential Visitor & Non-Residential Parking shall not include tandem parking spaces; and
- 11.1.5. Lot A Residential Visitor & Non-Residential Parking must include a proportional number of handicapped parking spaces and small car parking spaces in compliance with the Zoning Bylaw or as otherwise determined to the satisfaction of the Director, Transportation.

- 11.2. “No development” shall be permitted on Lot A, restricting Development Permit* issuance for any building on Lot A, in whole or in part, unless the developer provides for the required Lot A Residential Visitor & Non-Residential Parking requirements to the satisfaction of the City.

- 11.3. No Building Permit* shall be issued for a building on Lot A, in whole or in part, until the developer provides for the required Lot A Residential Visitor & Non-Residential Parking and a letter of confirmation is submitted by the architect assuring that the design of the facilities satisfies all applicable City’s requirements.

- 11.4. “No occupancy” shall be permitted of a building on Lot A, restricting Building Permit* inspection granting occupancy for a building on Lot A, in whole or in part (excluding parking intended as an ancillary use to non-parking uses), until the required Lot A Residential Visitor & Non-Residential Parking and related uses and spaces are completed to the satisfaction of the City, a letter of confirmation is submitted by the architect assuring that the facilities satisfy all applicable City’s requirements, and the facilities have received Building Permit* inspection granting occupancy.

Notwithstanding the afore mentioned statement, if occupancy of the building on Lot A is permitted to proceed in stages (e.g., tower-by-tower), “no occupancy” shall be permitted of any use on the lot unless, on a stage-by-stage basis, the parking required with respect to each stage is completed to the satisfaction of the City.

12. Shared Loading Facilities (Lot A): Registration of a restrictive covenant and/or alternative legal agreement(s) on title to Lot A, to the satisfaction of the City, specifying the amount, distribution, operation, and shared use of loading facilities, including those required for waste pick-up, as set out in an approved Development Permit*, to the satisfaction of the Director, Development, Director, Transportation, Director, Community Social Development, and Director, Environmental Programs. This shall include, but will not be limited to, shared use of the development's loading and waste management facilities by the tenants/occupants and operator of the Lot A Mixed Income Rental Housing Building, as determined to the satisfaction of the Director, Community Social Development. (All on-street waste management operations shall be prohibited.)
 - 12.1. "No development" shall be permitted on Lot A, restricting Development Permit* issuance for any building on Lot A, in whole or in part, unless the developer provides for the required Lot A Shared Loading Facilities requirements to the satisfaction of the City.
 - 12.2. No Building Permit* shall be issued for a building on Lot A, in whole or in part (excluding parking intended as an ancillary use to non-parking uses), until the developer provides for the required Lot A Shared Loading Facilities and a letter of confirmation is submitted by the architect assuring that the design of the facilities satisfies all applicable City's requirements.
 - 12.3. "No occupancy" shall be permitted of a building on Lot A, restricting Building Permit* inspection granting occupancy for a building on Lot A, in whole or in part (excluding parking intended as an ancillary use to non-parking uses), until the required Lot A Shared Loading Facilities and related uses and spaces are completed to the satisfaction of the City, a letter of confirmation is submitted by the architect assuring that the facilities satisfy all applicable City's requirements, and the facilities have received Building Permit* inspection granting occupancy.
13. Shared Indoor Amenity Space (Lot A): Registration of a restrictive covenant and/or alternative legal agreement on title to Lot A, to the satisfaction of the City, to secure the indoor amenity space building fronting the Lot A plaza/auto-court (co-located with the Mixed Income Rental Housing Building,) for unrestricted shared use by the occupants/tenants of all Lot A dwelling units (i.e. market strata, affordable housing, and market rental), as determined to the satisfaction of the Director, Development and Director, Community Social Development through an approved Development Permit*.
 - 13.1. "No development" shall be permitted on Lot A, restricting Development Permit* issuance for any building on Lot A, in whole or in part, unless the developer provides for the required Lot A Shared Indoor Amenity Space requirements to the satisfaction of the City.
 - 13.2. No Building Permit* shall be issued for a building on Lot A, in whole or in part (excluding parking intended as an ancillary use to non-parking uses), until the developer provides for the required Lot A Shared Indoor Amenity Space requirements and a letter of confirmation is submitted by the architect assuring that the design of the facilities satisfies all applicable City's requirements.
 - 13.3. "No occupancy" shall be permitted of a building on Lot A, restricting Building Permit* inspection granting occupancy for a building on Lot A, in whole or in part (excluding parking intended as an ancillary use to non-parking uses), until the required Lot A Shared Indoor Amenity Space and related uses and spaces are completed to the satisfaction of the City, a letter of confirmation is submitted by the architect assuring that the facilities satisfy all applicable City's requirements, and the facilities have received Building Permit* inspection granting occupancy.

Notwithstanding the afore mentioned statement, if occupancy of the Lot A building is permitted to proceed in stages (e.g., tower-by-tower), "no occupancy" shall be permitted of any residential units on the lot until the Lot A Shared Indoor Amenity Space and related uses and spaces are completed to the satisfaction of the City.
14. Mixed Income Rental Housing Building (Lot A): The City's acceptance of the developer/owner's offer to voluntarily contribute affordable Low-End-Market-Rental (LEMR) housing units and market rental housing (MRH) units, constructed to a turnkey level of finish on the subject site at the sole cost of the developer, the terms of which voluntary contribution shall include, but will not be limited to, the registration of the City's standard Housing Agreement (regarding the LEMR units), Market Rental Agreement (regarding the MRH units) and related covenants (one for each housing type) on title to secure the dwelling units. The form of the Housing Agreement, Market Rental

Agreement and related covenants shall be agreed to by the developer and the City prior to final adoption of the subject rezoning application; after which time, only the covenants may be amended or replaced and any such changes will only be permitted for the purpose of accurately reflecting the specifics of the Development Permit* for the subject site and other non-material changes resulting thereof and made necessary by the Development Permit* approval requirements, as determined to the satisfaction of the Director, Development and Director, Community Social Development. The terms of the Housing Agreement, Market Rental Agreement and related covenants shall indicate that they apply in perpetuity and provide for, but will not be limited to, the requirements set out in the Lot A Mixed Income Rental Housing Building Terms of Reference (**Schedule C**).

15. Religious Assembly & Child Care Building (Lots A & B): Registration of a restrictive covenant and/or alternative legal agreement on title to Lot A and Lot B generally as follows:
 - 15.1. With respect to the proposed Religious Assembly and Child Care Building on Lot A, the developer shall:
 - 15.1.1. Designate a portion of the lot for the exclusive use of the Lot A Religious Assembly and Child Care Building, which area shall generally be located within 33.5 m (110 ft.) of the lot's proposed Garden City Road property line and 53.0 m (174 ft.) of the lot's proposed Capstan Way property line or as otherwise determined to the City's satisfaction through an approved Development Permit*;
 - 15.1.2. Limit the use of the Lot A Religious Assembly and Child Care Building to religious assembly and child care, together with customary secondary or ancillary uses as permitted under the Zoning Bylaw and ZMU51 zone (e.g., indoor recreation, but excluding residential uses), to the City's satisfaction;
 - 15.1.3. Provide for the Lot A Religious Assembly and Child Care Building to be located within an Air Space Parcel, approved by the City, together with the registration of legal agreements on title, to the satisfaction of the City (i.e. to ensure that the owners, operators, and users of the Lot A Religious Assembly and Child Care Building have adequate access to and enjoyment of facilities intended for their exclusive use and shared use to the City's satisfaction as generally determined through an approved Development Permit*); and
 - 15.1.4. Register additional agreement(s) and/or satisfy additional requirements, as determined to the sole satisfaction of the City via the Servicing Agreement*, Development Permit*, development approval, and/or Building Permit* processes.
 - 15.2. "No demolition" shall be permitted of the existing buildings and facilities on 3360 Sexsmith Road (including, but not limited to, the Herrling Residence), restricting Demolition Permit* issuance for any building on 3360 Sexsmith Road, in whole or in part, unless, unless, as determined to the satisfaction of the Director, Development and Director, Arts, Culture, and Heritage Services:
 - 15.2.1. The subject rezoning bylaw has been adopted (which shall require, among other things, the transfer of 3360 Sexsmith Road to the developer to facilitate the creation of proposed Lot B);
 - 15.2.2. A Development Permit* has been issued for the comprehensive development of Lot A and Lot B, including the Lot A Religious Assembly and Child Care Building and all related spaces and uses, as determined to the City's satisfaction;
 - 15.2.3. With respect to the church, submission of written confirmation from the Richmond Capstan Alliance Church, to the City's satisfaction, confirming that the organization's operations have been satisfactorily relocated off-site (e.g., to temporary accommodation);
 - 15.2.4. With respect to the existing child care tenant at 3360 Sexsmith Road, submission of written confirmation from the owner, to the City's satisfaction, that the following assistance measures have been undertaken:
 - a) The child care tenant has been provided with reasonable notice (e.g., a minimum of 6 months) regarding the need to relocate from the property; and
 - b) The owner has provided the child care tenant with access to a professional realtor, at the owner's sole cost, in an effort to assist the child care tenant in finding similar, appropriately zoned space to lease within Richmond; and

15.2.5. The developer, at the developer's sole cost, has satisfied the "no demolition" conditions specified in the Heritage Conservation and Interpretation agreement with respect to Herrling Residence.

16. Heritage Conservation & Interpretation (Lots A & B): City acceptance of the developer's offer to voluntarily contribute towards heritage conservation, interpretation and/or documentation with respect to the Herrling Residence (3360 Sexsmith Road), the terms of which voluntary developer contribution shall include the registration of a restrictive covenant and/or alternative legal agreement(s) on title to Lots A and B, generally as follows or as otherwise determined to the satisfaction of the Director, Development and Director, Arts, Culture, and Heritage Services and an approved Development Permit*:

16.1. "No demolition" shall be permitted on Lot B, restricting Demolition Permit* issuance for any building on Lot B, in whole or in part, unless the developer, at the developer's sole cost, as determined to the satisfaction of the Director, Development and Director, Arts, Culture, and Heritage Services:

16.1.1. Submits photo documentation of the existing Herrling Residence and related heritage features, prepared by a qualified heritage professional, to the City's satisfaction;

16.1.2. Demonstrates that reasonable steps have been taken to relocate the Herrling Residence off-site, which steps shall include, but may not be limited to, posting the house on the City's House Moving and Salvage List for 60 days (i.e. for the purpose of offering to move or salvage the house) prior to applying for a Demolition Permit*;

16.1.3. Under the direction of the City, salvages artefact(s) of heritage value from the Herrling Residence and delivers them to Richmond's artefact storage facility; and

16.1.4. Satisfies the "no demolition" conditions specified in the Religious Assembly and Child Care Building agreement with respect to the existing church, child care, and related facilities on 3360 Sexsmith Road (i.e. including, but not limited to, the Herrling Residence).

16.2. "No development" shall be permitted on Lot A or Lot B, restricting Development Permit* issuance for any building on Lot A and Lot B, in whole or in part, unless the developer, at the developer's sole cost, prepares and implements a Heritage Interpretation Plan for Lot A and Lot B, as determined to the satisfaction of the Director, Development, Director, Arts, Culture, and Heritage Services, and Director, Parks Services. More specifically, requirements of the Plan may include, but may not be limited to the following:

16.2.1. Plan preparation by a qualified heritage professional (together with an architect, landscape architect, and/or other qualified professionals, as applicable), based on existing City Statements of Significance (SOS) for the Herrling Residence, Capstan Village, and other relevant heritage resources, subject to review(s) by the Richmond Heritage Commission or as otherwise determined to the satisfaction of the Director, Arts, Culture, and Heritage Services;

16.2.2. A comprehensive approach to heritage interpretation, which shall include, but may not be limited to a heritage vision statement for the site and clear set of goals, taking into account opportunities to enhance place-making and Capstan Village's role as a designated "arts district", coordination with architectural/landscape design and public art, and the establishment of the Capstan Station Bonus Greenway SRW area on Lot A and Lot B as a key public gateway to the history and stories of Capstan Village;

16.2.3. Interpretative signage, together with other heritage interpretation features (e.g., murals, models, artefacts, landscape structures, special paving or furnishings, or artworks) located within the Capstan Station Bonus Greenway SRW area and/or integrated into the design of buildings and/or landscapes fronting the Greenway SRW;

16.2.4. Design and installation of the interpretation features in coordination with the Development Permit* and/or Servicing Agreement*, the implementation of which shall be secured through the Development Permit* security (Landscape Letter of Credit), Servicing Agreement* Letter of Credit, or other Letter(s) of Credit, as determined to the City's satisfaction; and

16.2.5. Maintenance of and liability with respect to the heritage interpretation features at the sole cost and responsibility of the owner/developer, except for any features that the City (in its sole discretion

through an approved Servicing Agreement*) determines shall be transferred to the City (at no cost to the City) and, following the expiry of the Servicing Agreement* maintenance period, shall be maintained by the City.

- 16.3. On a lot-by-lot basis, “no occupancy” shall be permitted of a building on Lot A or Lot B, restricting Building Permit* inspection granting occupancy for a building on Lot A or Lot B, in whole or in part (excluding parking intended as an ancillary use to non-parking uses), until implementation of the Heritage Interpretation Plan for Lot A and Lot B is completed to the satisfaction of the City (as provided for through the Servicing Agreement*, Development Permit*, and/or other City requirements or legal agreements, as applicable), a letter of confirmation is submitted by the architect assuring that the features satisfy all applicable City’s requirements, and the developer has submitted a certificate of inspection for the features or equivalent, prepared and sealed by the owner’s engineer, architect, and/or landscape architect, to the City’s satisfaction, and received a Building Permit* inspection granting occupancy.

Notwithstanding the afore mentioned statement, on a lot-by-lot basis, if occupancy of a lot is permitted to proceed in stages (e.g., tower-by-tower), “no occupancy” shall be permitted of any market (strata) residential units on the lot unless the required heritage interpretation features and related requirements are complete to the City’s satisfaction.

17. **Public Art (Lots A & B):** City acceptance of the developer’s offer to voluntarily contribute towards Public Art, the terms of which voluntary developer contribution shall include:

- 17.1. Prior to rezoning adoption, registration of legal agreement(s) on title to facilitate the implementation of an approved Public Art Plan for the subject site (Lot A and Lot B), together with the ongoing management and maintenance of the artwork(s) and related considerations, which Plan shall be prepared by an appropriate professional based on:

17.1.1. The Richmond Public Art Program, City Centre Public Art Plan, and applicable supplementary public art and heritage planning resources (e.g., Richmond’s existing Statements of Significance for Capstan Village and the Herrling Residence), together with review(s) by the Public Art Advisory Committee and presentation for endorsement by Council, as determined to the satisfaction of the Director of Development and Director, Arts, Culture, and Heritage Services; and

17.1.2. A value of at least \$281,418 or the product of the applicable Council-approved contribution rate in effect at the time of Development Permit approval and the maximum buildable floor area permitted under the subject site’s proposed ZMU51 zone (excluding permitted floor area exemptions), whichever is greater, as generally indicated in the table below

Use	Max. Floor Area (ZMU51)	Exemptions	Applicable Floor Area	Min. Rate (1)	Min. Contribution (2)
Residential	32,507.0 m ² (349,902 ft ²)	Affordable Housing 3,096.5 m ² (33,330 ft ²) Market Rental Housing 1,542.1 m ² (16,600 ft ²)	27,868.4 m ² (299,972 ft ²)	0.93/ft ²	\$278,974
Commercial	463.4 m ² (4,988 ft ²)	N/A	463.4 m ² (4,988 ft ²)	0.49/ft ²	\$2,444
Church & Child Care	2,853.0 m ² (30,709 ft ²)	2,853.0 m ² (30,709 ft ²)	N/A	N/A	N/A
TOTAL	35,823.4 m² (385,599 ft²)	Varies	28,331.8 m² (304,960 ft²)	Varies	\$281,418

- (1) Rates (applicable to maximum permitted buildable floor area) in effect at the time of writing these Rezoning Considerations.
 (2) The actual value of the developer contribution shall be confirmed and updated, as necessary, based on the floor areas approved through the Development Permit*. In addition, in the event that the developer contribution is not provided within one year of the rezoning application receiving third reading of Council (Public Hearing), the Minimum Developer Contribution Rate shall be revised to comply with the Council-approved contribution rates in effect at the time of rezoning bylaw adoption, where the change is positive.

- 17.2. “No development” shall be permitted on Lot A or Lot B, restricting Development Permit* with respect to Lot A and Lot B, until the developer:

17.2.1. Enters into any additional legal agreement(s) required to facilitate the implementation of the City-approved Public Art Plan (e.g., statutory rights-of-way for public access), which may require that, prior to entering into any such additional agreement, a Detailed Public Art Plan is prepared/submitted

by the developer and/or an artist(s) is engaged (as generally set out in the Public Art Plan submitted prior to rezoning adoption), to the City's satisfaction; and

- 17.2.2. Submits a Letter of Credit or cash (as determined at the sole discretion of the City) to secure the developer's implementation of the Public Art Plan or Detailed Public Art Plan, as applicable, the value of which shall be at least \$281,418.
- 17.3. On a lot-by-lot basis, "no occupancy" shall be permitted on Lot A or Lot B, restricting Building Permit* inspection granting occupancy of a building on Lot A or Lot B, in whole or in part (excluding parking intended as an ancillary use to non-parking uses), until:
 - 17.3.1. The developer, at the developer's sole expense, commissions an artist(s) to conceive, create, manufacture, design, and oversee or provide input about the manufacturing of the public artwork(s), and causes the public artwork(s) to be installed on City property, if expressly permitted by the City, or within a statutory right-of-way on the developer's lands (which right-of-way shall be to the satisfaction of the City for rights of public passage, public art, and related purposes, in accordance with the City-approved Public Art Plan or Detailed Public Art Plan, as applicable);
 - 17.3.2. The developer, at the developer's sole expense and within thirty (30) days of the date on which the public art is installed, executes and delivers to the City a transfer of all of the developer's rights, title, and interest in the public artwork to the City if on City property or to the subsequent Strata or property owner if on private property (including transfer of joint world-wide copyright) or as otherwise determined to be satisfactory by the City Solicitor and Director, Arts, Culture, and Heritage Services; and

NOTE: It is the understanding of the City that the artist's rights, title, and interest in the public artwork will be transferred to the developer upon acceptance of the artwork based on an agreement solely between the developer and the artist. These rights will in turn be transferred to the City if on City property, subject to approval by Council to accept the transfer of ownership of the artwork.
 - 17.3.3. The developer, at the developer's sole expense, submits a final report to the City promptly after completion of the installation of the public art in respect to the City-approved Public Art Plan or Detailed Public Art Plan, as applicable, which report shall, to the satisfaction of the Director of Development and Director, Arts, Culture, and Heritage Services, include, but may not be limited to:
 - a) Information regarding the siting of the public art, a brief biography of the artist(s), a statement from the artist(s) on the public art, and other such details as the Director of Development and Director, Arts, Culture, and Heritage Services may require;
 - b) A statutory declaration, satisfactory to the City Solicitor, confirming that the developer's financial obligation(s) to the artist(s) have been fully satisfied;
 - c) The maintenance plan for the public art prepared by the artist(s); and
 - d) Digital records (e.g., photographic images) of the public art, to the satisfaction of the Director of Development and Director, Arts, Culture, and Heritage Services.

Notwithstanding the afore mentioned statement, on a lot-by-lot basis, if occupancy of a lot is permitted to proceed in stages (e.g., tower-by-tower), "no occupancy" shall be permitted of any market (strata) residential units on the lot unless the required public art features and related requirements are complete to the City's satisfaction.

18. District Energy Utility (DEU) (Lots A & B): Registration of a restrictive covenant and/or alternative legal agreement(s) on title, to the satisfaction of the City, securing the owner's commitment to connect to District Energy Utility (DEU), which covenant and/or legal agreement(s) will include, at minimum, the following terms and conditions:
 - 18.1. No Building Permit* will be issued for a building on the subject site unless the building is designed with the capability to connect to and be serviced by a DEU and the owner has provided an energy modelling report satisfactory to the Director of Engineering;

- 18.2. If a low carbon energy plant district energy utility (LCDEU) service area bylaw which applies to the site has been adopted by Council prior to the issuance of the development permit for the subject site, no Building Permit* will be issued for a building on the subject site unless:
 - 18.2.1. The owner designs, to the satisfaction of the City and the City's DEU service provider, Lulu Island Energy Company Ltd. (LIEC), a low carbon energy plant to provide any combination of heating, cooling, and/or domestic hot water heating to the building(s), as directed by the City's service provider (LIEC), to be constructed and installed on the site, with the capability to connect to and be serviced by a DEU; and
 - 18.2.2. The owner enters into an asset transfer agreement with the City and/or the City's DEU service provider on terms and conditions satisfactory to the City to transfer ownership of the low carbon energy plant to the City or as directed by the City, including to the City's DEU service provider, at no cost to the City or City's DEU service provider, LIEC, on a date prior to final building inspection permitting occupancy of the first building on the site. Such restrictive covenant and/or asset transfer agreement shall include a warranty from the owner with respect to the on-site DEU works (including the low carbon energy plant) and the provision by the owner of both warranty and deficiency security, all on terms and conditions satisfactory to the City;
- 18.3. The owner agrees that the building(s) will connect to a DEU when a DEU is in operation, unless otherwise directed by the City and the City's DEU service provider, LIEC.
- 18.4. If a DEU is available for connection and the City has directed the owner to connect, no final building inspection permitting occupancy of a building will be granted unless, and until:
 - 18.4.1. The building is connected to the DEU;
 - 18.4.2. The owner enters into a Service Provider Agreement for that building with the City and/or the City's DEU service provider, LIEC, executed prior to depositing any Strata Plan with LTO and on terms and conditions satisfactory to the City; and
 - 18.4.3. Prior to subdivision (including Air Space parcel subdivision and Strata Plan filing), the owner grants or acquires, and registers, all Statutory Right-of-Way(s) and/or easements necessary for supplying the DEU services to the building.
- 18.5. If a DEU is not available for connection, but a LCDEU service area bylaw which applies to the site has been adopted by Council prior to the issuance of the development permit for the subject site, no final building inspection permitting occupancy of a building will be granted unless and until:
 - 18.5.1. The City receives a professional engineer's certificate stating that the building has the capability to connect to and be serviced by a DEU;
 - 18.5.2. The building is connected to a low carbon energy plant supplied and installed by the owner, at the owner's sole cost, to provide any combination of heating, cooling, and/or domestic hot water heating to the building(s), as directed by the City's service provide (LIEC), which energy plant will be designed, constructed and installed on the subject site to the satisfaction of the City and the City's service provider, LIEC;
 - 18.5.3. The owner transfers ownership of the low carbon energy plant on the subject site, to the City or as directed by the City, including to the City's DEU service provider, LIEC, at no cost to the City or City's DEU service provider, on terms and conditions satisfactory to the City;
 - 18.5.4. Prior to depositing a Strata Plan, the owner enters into a Service Provider Agreement for the building with the City and/or the City's DEU service provider, LIEC, on terms and conditions satisfactory to the City; and
 - 18.5.5. Prior to subdivision (including Air Space parcel subdivision and Strata Plan filing), the owner grants or acquires, and registers, all additional Covenants, Statutory Right-of-Way(s) and/or easements necessary for supplying the services to the building and the operation of the low carbon energy plant by the City and/or the City's DEU service provider, LIEC.

18.6. If a DEU is not available for connection, and a LCDEU service area bylaw which applies to the site has not been adopted by Council prior to the issuance of the development permit for the subject site, no final building inspection permitting occupancy of a building will be granted until:

18.6.1. The City receives a professional engineer's certificate stating that the building has the capability to connect to and be serviced by a DEU; and

18.6.2. The owner grants or acquires any additional Statutory Right-of-Way(s) and/or easements necessary for supplying DEU services to the building, registered prior to subdivision (including Air Space parcel subdivision and strata plan filing).

19. Tree Protection, Compensation & Relocation:

19.1. Off-Site (City) Trees: The City's acceptance of the developer's voluntary contribution to the City's Tree Compensation Fund (for the removal of 2 trees) and submission of tree survival security (for 16 trees). The removal of one dead tree (Tag # C05) shall not require compensation or replacement.

Recommended Action	# City Trees	Applicable Rate	Min. Developer Contribution
Removal	1 tree (Tag # 898)	Cash-in-lieu compensation @ \$1,500/tree for the planting of replacement trees	\$1,500 (Cash) (1) Tree Compensation Fund (Account # 2336-10-000-00000-0000)
Relocation	11 Capstan Way street trees (Tag # C01-C04 & C06-C12)	Survival security @ \$6,250/tree	\$100,000 (Letter of Credit) Survival Security
Retention	5 trees (Tag # C13-C17)		
TOTAL	19	Varies	Varies

(1) In the event that the developer contribution is not provided within one year of the rezoning application receiving third reading of Council (Public Hearing), the Minimum Developer Contribution shall be revised to comply with the City contribution rate in effect at the time of rezoning bylaw adoption, where the change is positive.

19.2. On-Site Trees: Submission of tree replacement security (Letter of Credit) as indicated in the table below.

NOTE: This tree replacement security shall be returned to the developer upon issuance of a Development Permit* that includes the required replacement trees and the developer's submission of the Development Permit* Landscape Security for the installation of on-site landscaping including the replacement trees.

Recommended Action	# On-Site Trees	# Replacement Trees	Min. Size of Replacement Trees	Replacement Tree Security		Cash-in-Lieu
				Rate/Tree	Total	
Removal	6	12 conifers	Min. 5.0 m height Larger calliper trees required	\$3,000	\$36,000	Not permitted
Removal	30	60	As per Tree Protection Bylaw (1)	\$750	\$45,000	Permitted (2)
TOTAL	36	72	Varies	Varies	\$81,000 (2) (Letter of Credit)	Varies

(1) Minimum replacement size to be as per Tree Protection Bylaw No. 8057 Schedule A – 3.0 Replacement Trees (i.e. minimum 6.0 cm deciduous caliper or 3.5 m high conifers).

(2) If through the Development Permit*, the City determines in its sole discretion that all of the required replacement trees cannot be accommodated on-site, the developer shall submit a cash-in-lieu contribution in the amount of \$750 per outstanding replacement tree to the City's Tree Compensation Fund (for the City's planting of trees elsewhere in Richmond).

19.3. Tree Protection: Installation of appropriate tree protection fencing around all trees to be retained as part of the development prior to any construction activities, including building demolition, occurring on-site.

19.4. Arborist Contract: Submission of a contract entered into between the applicant and a certified arborist for supervision of any works conducted within the tree protection zone of the trees to be retained. The contract should include the scope of work to be undertaken, including the proposed number of site monitoring inspections and the arborist's submission of a post-construction assessment report to the City for review.

20. Phasing Agreement (Lots A & B): Registration of a restrictive covenant and/or alternative legal agreement(s) on title to Lot A and Lot B, to the satisfaction of the City, securing that "no development" will be permitted on the subject site and restricting Development Permit* issuance, together with various Building Permit* and occupancy restrictions, as required to ensure that all development and other obligations assigned to each of the lots as a result of the subject rezoning are completed to the City's satisfaction. Details of the development's phasing will be determined through the

Development Permit* and Servicing Agreement* review and approval processes, to the satisfaction of the Director, Development, Director, Transportation, Director, Community Social Services, Director, Arts, Culture and Heritage Services, Director, Parks Services, and Director, Engineering. Provisions in the agreement may include, but may not be limited to, the following, as determined to the City's satisfaction.

20.1. In general, the development will comprise a maximum of four sequential stages as follows:

20.1.1. Stage #1 ("Rental Building Stage"), which shall include, to the City's satisfaction:

- a) Development Works:
 - i. Entirety of the Lot A Mixed Income Rental Housing Building;
 - ii. Commercial units fronting Capstan Way at the base of the Lot A Mixed Income Rental Housing Building;
 - iii. Lot A Shared Indoor Amenity Space;
 - iv. Lot A Shared Loading Facilities;
 - v. Lot A Non-Residential Cycling Facilities; and
 - vi. Entirety of related spaces and uses (e.g., all parking for the rental building occupants, all commercial parking, bike storage, EV charging facilities, and waste management facilities), including those secured by legal agreement and/or specified in the Development Permit*, to the City's satisfaction; and
- b) Servicing Agreement* Works:
 - i. All underground City and private utilities;
 - ii. All above-grade City and private utilities, where feasible;
 - iii. All Ketcheson Road works;
 - iv. All Capstan Way upgrades; and
 - v. All traffic signal modifications, upgrades, and new installations, where feasible.

20.1.2. Stage #2 ("Initial Market Strata Stage"), which shall include, to the City's satisfaction:

- a) Development Works:
 - i. The first of two stages of market (strata) housing construction, which shall include all the market (strata) units on one lot (i.e. either Lot A or Lot B, but not both), to the City's satisfaction; and
 - ii. All related spaces and uses (e.g., parking, bike storage, EV charging facilities, and waste management facilities), including those secured by legal agreement and/or specified in the Development Permit*, to the City's satisfaction; and
- b) Servicing Agreement* Works: Completion of all outstanding Servicing Agreement* requirements applicable to the lot including, but not limited to, the portion of the Capstan Station Bonus Greenway SRW on the lot and all above-grade City and private utilities on the lot.

20.1.3. Stage #3 ("Church/Child Care Building Stage"):

- a) Development Works:
 - i. Entirety of the Lot A Religious Assembly and Child Care Building;
 - ii. Lot A Mid-Block Pedestrian Link SRW area and Lot A auto-court/plaza; and
 - iii. Entirety of related spaces and uses (e.g., parking, EV charging facilities, and waste management facilities), including those secured by legal agreement and/or specified in the Development Permit*, to the City's satisfaction; and
- b) Servicing Agreement* Works: Completion of all outstanding Servicing Agreement* requirements applicable to Lot A including, but not limited to, the portion of the Capstan Station Bonus Greenway SRW on Lot A and all above-grade City and private utilities on Lot A.

20.1.4. Stage #4 (“Final Market Strata Stage”), which shall include, to the City’s satisfaction:

- a) Development Works:
 - i. The second of two stages of market (strata) housing construction, which shall include all the market (strata) units not constructed in Stage #2 (“Initial Market Strata Stage”), to the City’s satisfaction; and
 - ii. All related spaces and uses (e.g., parking, bike storage, EV charging facilities, and waste management facilities), including those secured by legal agreement and/or specified in the Development Permit*, to the City’s satisfaction; and
- b) Servicing Agreement* Works: Completion of all outstanding Servicing Agreement* requirements applicable to the lot including, but not limited to, the portion of the Capstan Station Bonus Greenway SRW on the lot and all above-grade City and private utilities on the lot.

- 20.2. “No development” shall be permitted on Lot A or Lot B, restricting Development Permit* issuance with respect to Lot A and Lot B, in whole or in part, unless the entirety of the proposed development on Lot A and Lot B is subject to one comprehensive Development Permit*, as determined to the satisfaction of the Director, Development.
- 20.3. Building Permit* issuance for the development’s four stages may proceed sequentially or concurrently, but a later stage may not advance, in whole or in part, ahead of an earlier stage (e.g., Stage #2 shall not receive Building Permit* issuance ahead of Stage #1).
- 20.4. Building Permit* inspection granting occupancy for the development’s four stages may proceed sequentially or concurrently, but a later stage may not advance, in whole or in part, ahead of an earlier stage (e.g., occupancy of Stage #2 shall not be permitted, in whole or in part, ahead of Stage #1).

Notwithstanding the afore mentioned statement, consideration may given to permitting occupancy of Stage #4 ahead of Stage #3 if, prior to any Stage #4 occupancy, in whole or in part, all Stage #3 Development Works and Servicing Agreement* Works shall be completed to the City’s satisfaction EXCEPT the interior fit-out (tenant improvements) of the Lot A Religious Assembly and Child Care Building.

- 20.5. “No demolition” shall be permitted at 3360 Sexsmith Road (i.e. existing Richmond Capstan Alliance Church property), restricting Demolition Permit* issuance with respect the existing church and child care buildings on 3360 Sexsmith Road, in whole or in part, until the developer satisfies the “no demolition” conditions specified in the Religious Assembly and Child Care Building (Lots A and B) agreement and the Heritage Conservation and Interpretation (Lots A and B) agreement, to the City’s satisfaction.
21. View and Other Development Impacts (Lots A & B): Registration on title of a restrictive covenant(s) and/or alternative legal agreement(s), to the satisfaction of the City, requiring that the proposed development must be designed and constructed in a manner that mitigates potential development impacts including without limitation view obstruction, increased shading, increased overlook, reduced privacy, increased ambient noise, increased ambient night-time light, and increased public use of fronting streets, sidewalks, public open space areas, and similar spaces (e.g., plaza/auto court on Lot A and various public paths on Lots A and B) caused by or experienced as a result of, in whole or in part, development on the lands and future development on or the use of surrounding properties. The covenant shall include, but not be limited to the following:
- 21.1. For the eastern portion of the proposed development (i.e. proposed Lot A), as it is mixed use, the covenant shall notify residential tenants of potential noise and/or nuisance that may arise due to proximity to retail, restaurant, other commercial uses, church, child care, and related activities;
 - 21.2. The owner shall provide written notification of potential view and development impacts to all initial purchasers through the disclosure statement, and erect signage in the initial sales centre advising purchasers of the potential for such impacts;
 - 21.3. The legal agreement shall include a Report (which may include the acoustic report prepared with respect to the development’s required Aircraft Noise covenant) prepared by an appropriate registered professional(s), which demonstrates that adequate development impact mitigation measures will be incorporated into the building’s

design and construction (e.g., building/unit/amenity space orientation; screening from neighbours; window coverings; no building-controlled lighting on balconies); and

- 21.4. Prior to Development Permit* and Building Permit* approvals, the owner shall submit letters of assurance prepared by an appropriate registered professional confirming that the building has been designed in conformance with the Report.
22. Aircraft Noise (Lots A & B): Registration on title of a standard City of Richmond (mixed use) aircraft noise sensitive use covenant.
23. Flood Construction (Lots A & B): Registration on title of a standard City of Richmond (“Area A”) flood indemnity covenant.
24. Rental of Strata Dwellings (Lots A & B): Registration of a restrictive covenant prohibiting (a) the imposition of any strata bylaw that would prohibit any residential dwelling unit from being rented; and (b) the imposition of any strata bylaw that would place age-based restrictions on occupants of any residential dwelling unit.
25. Other Rights-of-Ways, Indemnifications, Releases & Agreements: As determined to the sole satisfaction of the City via the Servicing Agreement*, Development Permit*, development approval, and/or Building Permit* processes.
26. Existing Charges on Title: Changes to the following, together with any additional agreements requiring modification or discharge as determined to the City’s satisfaction through the Development Permit*, Building Permit*, and/Servicing Agreement* processes:
 Utility SRW (AB247194; Plan 79913): Modification of the existing utility statutory rights-of-way (storm drainage) along the entire south side of 3440 Sexsmith Road (to facilitate City maintenance and related requirements), as determined to the City’s sole satisfaction, in coordination with the approved Servicing Agreement* for utility upgrades, road widening and frontage improvements along Capstan Way.
27. Community Planning: The City’s acceptance of the developer’s voluntary contribution towards future City community planning initiatives (CC-Community Planning and Engineering Account # 3132-10-520-00000-0000), as set out in the City Centre Area Plan, as indicated in the table below.

Max. Floor Area (ZMU51)	Floor Area Exemptions	Applicable Floor Area	Min. Contribution Rate (1)	Min. Developer Contribution (2)
35,823.4 m ² (385,599 ft ²)	(Lot A) Affordable Housing: 3,096.5 m ² (33,330 ft ²)	28,331.8 m ² (304,960 ft ²)	\$0.31/ft ²	\$94,537.60
	(Lot A) Market Rental Housing: 1,542.1 m ² (16,600 ft ²)			
	(Lot A) Church/Child Care: 2,853.0 m ² (30,709 ft ²)			

- (1) The Council-approved contribution rates in effect at the time of writing these Rezoning Considerations.
 (2) In the event that the developer contribution is not provided within one year of the rezoning application receiving third reading of Council (Public Hearing), the Minimum Developer Contribution shall be revised to comply with the Council-approved contribution rate in effect at the time of rezoning bylaw adoption, where the change is positive.

28. Development Permit (DP): The submission and processing of a Development Permit* for the entirety of Lot A and Lot B, completed to a level deemed acceptable by the Director of Development.
29. Servicing Agreement* (SA): Enter into a Servicing Agreement(s)* for the design and construction, at the developer’s sole cost, of full upgrades across the subject site’s frontages, together with various engineering, transportation, and parks works, to the satisfaction of the City. Prior to rezoning adoption, all Servicing Agreement* works must be secured via a Letter(s) of Credit, as determined by the City. All works shall be completed prior to first occupancy of the building on the site, in whole or in part (excluding parking intended as an ancillary use to non-parking uses on the site), unless otherwise permitted by the City and set out in a City-approved Phasing Agreement registered on title, to the satisfaction of the Director, Engineering, Director, Transportation, Director, Parks Services and Director, Development.

Servicing Agreement* works shall include, but may not be limited to, the following:

- 29.1. Engineering Servicing Agreement* Requirements: The developer shall be responsible for the design and construction of water, storm sewer, sanitary sewer, frontage improvements, and general engineering works to the satisfaction of the Director, Engineering, which works shall include, but may not be limited to, those set out in **Schedule D**. (Development Cost Charge (DCC) credits may apply.)

- 29.2. Transportation Servicing Agreement* Requirements: The developer shall be responsible for the design and construction of road and related improvements, together with the Capstan Station Bonus Greenway SRW area (i.e. multi-use path and related improvements), to the satisfaction of the Director of Transportation, which works shall include, but may not be limited to, those set out in **Schedule E**. (Development Cost Charge (DCC) credits may apply.)
- 29.3. Parks Servicing Agreement* Requirements: The developer shall be responsible for the design and construction of the Capstan Station Bonus Greenway SRW area (i.e. multi-use path and related improvements), to the satisfaction of the Director, Parks Services, Director, Development, Director, Transportation, Director, Engineering, and Director, Arts, Culture, and Heritage Services. The conceptual design of the Parks Servicing Agreement* Requirements will be completed, to the City's satisfaction, through the Development Permit* review and approval processes. (Development Cost Charge (DCC) credits shall not apply.)

Prior to a Development Permit* being forwarded to the Development Permit Panel for consideration, the developer is required to:

1. Rezoning Requirements: Submit a signed/sealed letter (with an itemized list) from the project architect confirming that the Development Permit* building/landscape design complies with the terms of the development's Rezoning Considerations (RZ 18-836107) and related required legal and Servicing Agreement* requirements.
2. BC Energy Step Code & District Energy Utility (DEU): Incorporate measures in the Development Permit* plans and, as applicable, register additional legal agreement(s), to the City's satisfaction, with respect to measures facilitating the development's compliance with applicable BC Energy Step Code requirements and the future connection of the lands to a City DEU system. This may include, but shall not be limited to, providing for the developer's construction and future transfer of an on-site low carbon energy plant to the City, at no cost to the City (on the basis of which, the development's Step Code level may be relaxed as permitted under City bylaw).

NOTE: The developer has submitted a written statement from a registered professional confirming that the rezoning-stage design takes into consideration the applicable BC Energy Step Code performance targets (REDMS #6997590).
3. NAV Canada Building Height: Submit a letter of confirmation from a registered surveyor assuring that the proposed building heights are in compliance with Transport Canada regulations.
4. Aircraft Noise: Complete an acoustical and thermal/mechanical report and recommendations, prepared by an appropriate registered professional, which demonstrate that the interior noise levels and noise mitigation standards comply with the City's Official Community Plan and Noise Bylaw requirements.
5. Richmond Fire Department (RFD): Satisfy design review requirements, which may include, but may not be limited to, addressing (e.g., visible from the street, contrasting colours); fire hydrant measurements (e.g., principle entrance, RFD connection); fire panel (e.g., operation sequence, stages, elevator operation); RFD connection (e.g., inter-connected, connections at amenities, podium roof, other accessible rooftops and open spaces); fire ratings (e.g., podium); RFD access route measurements (e.g., widths, lengths, dead ends); smoke control measures (e.g., vestibules, stairwells, kitchens); tank permits (e.g., emergency generator); emergency generator (e.g., power) and the spaces serviced (e.g., firefighter elevator, annunciator panel, emergency lights); designated firefighter elevator; firefighter voice communication; fire extinguisher installation areas (e.g., measurements); and alarm-activated front door release.
6. Additional Requirements: Register additional legal agreements, as determined to the satisfaction of the Director, Development, Director, Transportation, Director, Engineering, Director, Real Estate Services, Director, Community Social Services, Director, Parks Services, and Director, Arts, Culture and Heritage Services.
7. Landscape Security: Register a legal agreement on title and submit a Letter(s) of Credit for landscaping, based on a cost estimate provided by a CSLA registered landscape architect (including 10% contingency), excluding landscape works that are subject to a Servicing Agreement* Letter of Credit.

Prior to Building Permit* Issuance, the developer is required to:

1. Existing Legal Agreements: On a lot-by-lot basis, complete, to the City's satisfaction, the terms of all applicable legal agreements registered on title to Lot A and Lot B prior to rezoning, Development Permit issuance, and/or other permits as applicable. This may include the discharge of existing agreements and the registration of modifications,

replacements, and/or new legal agreement, as determined to the City's satisfaction, and may require the developer's submission of security (Letters of Credit), cash payments, reports or letters of assurance, and/or other items, and shall include, but shall not be limited to:

- 1.1. Capstan Station Bonus: Payment of the Capstan Station Reserve contribution for each of Lot A and Lot B.
- 2. Construction Parking & Traffic Management Plan: Submit a Management Plan to the Transportation Department. The Plan shall include locations for parking for services, deliveries, workers, loading, application for any lane closures, and proper construction traffic controls as per Traffic Control Manual for works on Roadways (by Ministry of Transportation) and MMCD Traffic Regulation Section 01570.
- 3. Accessibility: Incorporate accessibility measures in the Building Permit* plans as determined via the Rezoning and/or Development Permit* processes.
- 4. Construction Hoarding: Obtain a Building Permit* (BP) for any construction hoarding. If construction hoarding is required to temporarily occupy a public street, the air space above a public street, or any part thereof, additional City approvals and associated fees may be required as part of the Building Permit*. For additional information, contact the Building Approvals Department at 604-276-4285.

NOTE:

- *Items marked with an asterisk (*) require a separate application.*
- *Where the Director of Development deems appropriate, the preceding agreements are to be drawn not only as personal covenants of the property owner but also as covenants pursuant to Section 219 of the Land Title Act. All agreements to be registered in the Land Title Office shall have priority over all such liens, charges and encumbrances as is considered advisable by the Director of Development. All agreements to be registered in the Land Title Office shall, unless the Director of Development determines otherwise, be fully registered in the Land Title Office prior to enactment of the appropriate bylaw. The preceding agreements shall provide security to the City including indemnities, warranties, equitable/rent charges, letters of credit and withholding permits, as deemed necessary or advisable by the Director of Development. All agreements shall be in a form and content satisfactory to the Director of Development.*
- *Additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering may be required including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.*
- *Applicants for all City Permits are required to comply at all times with the conditions of the Provincial Wildlife Act and Federal Migratory Birds Convention Act, which contain prohibitions on the removal or disturbance of both birds and their nests. Issuance of Municipal permits does not give an individual authority to contravene these legislations. The City of Richmond recommends that where significant trees or vegetation exists on site, the services of a Qualified Environmental Professional (QEP) be secured to perform a survey and ensure that development activities are in compliance with all relevant legislation.*

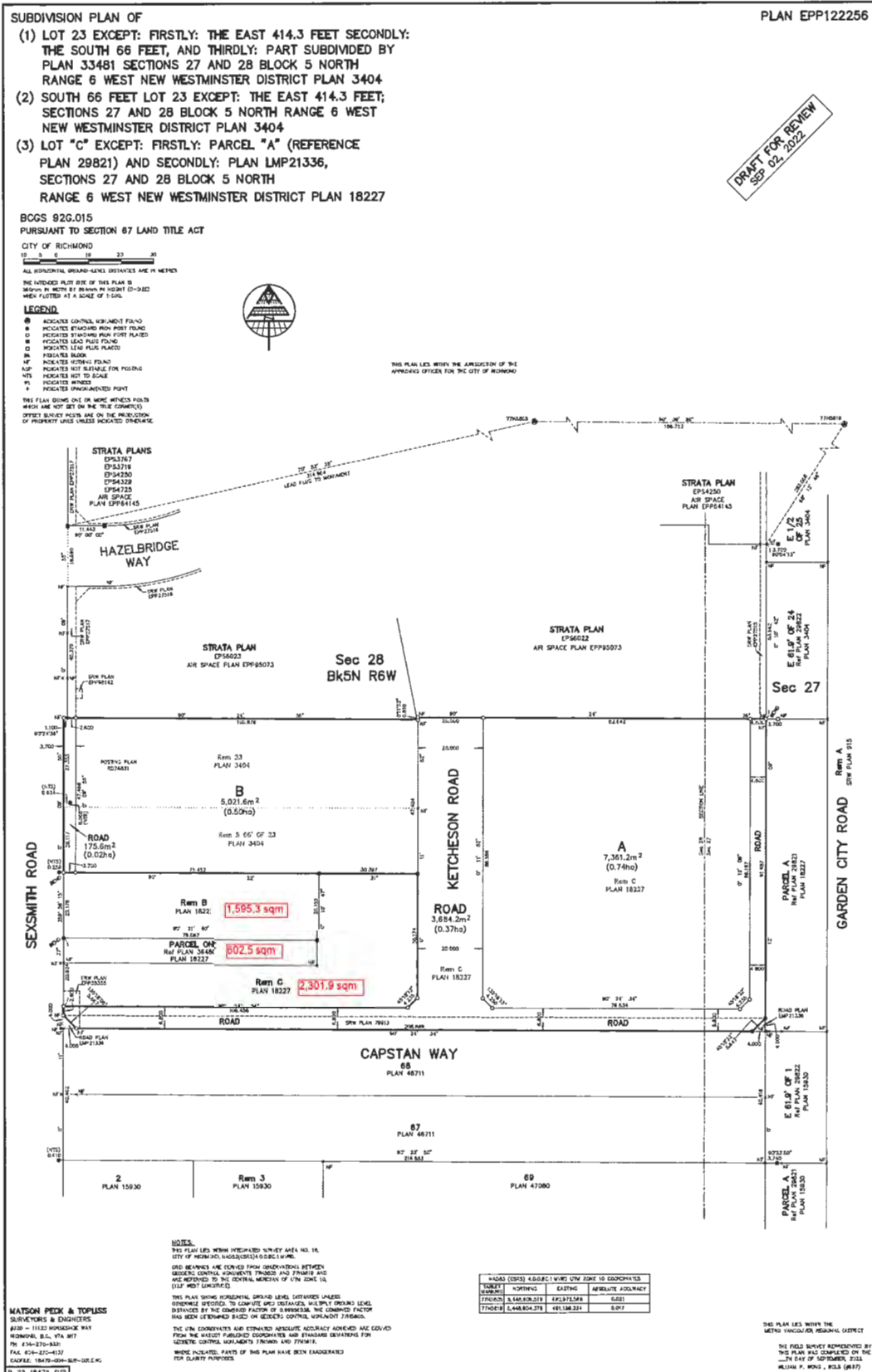
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Signed

Date

**ATTACHMENT 9
SCHEDULE A**

Preliminary Subdivision Plan



RZ 18-836107
Lot A Mixed Income Rental Housing Building
Terms of Reference

Prior to final adoption of Richmond OCP Amendment Bylaw No. 10390 and Zoning Amendment Bylaw No. 10389, the developer/owner is required to complete the following:

Mixed Income Rental Housing Building (Lot A): The City’s acceptance of the developer/owner’s offer to voluntarily contribute affordable Low-End-Market-Rental (LEMR) housing units and market rental housing (MRH) units, constructed to a turnkey level of finish on the subject site at the sole cost of the developer, the terms of which voluntary contribution shall include, but will not be limited to, the registration of the City’s standard Housing Agreement (regarding the LEMR units), Market Rental Agreement (regarding the MRH units) and related covenants (one for each housing type) on title to secure the dwelling units. The form of the Housing Agreement, Market Rental Agreement and related covenants shall be agreed to by the developer and the City prior to final adoption of the subject rezoning application; after which time, only the covenants may be amended or replaced and any such changes will only be permitted for the purpose of accurately reflecting the specifics of the Development Permit for the subject site and other non-material changes resulting thereof and made necessary by the Development Permit* approval requirements, as determined to the satisfaction of the Director of Development and Director of Community Social Development. The terms of the Housing Agreement, Market Rental Agreement and related covenants shall indicate that they apply in perpetuity and provide for, but will not be limited to, the requirements set out in the Lot A Mixed Income Rental Housing Building Terms of Reference (Schedule C).*

1. **Stand-Alone Building & Not-for-Profit Operator:** The developer/owner has submitted a preliminary Memorandum of Understanding (MOU) with an experienced non-profit housing operator to demonstrate the developer/owner’s intent to engage the non-profit organization as the:
 - Operator of the subject development’s LEMR units, all of which units shall be located in the proposed Mixed Income Rental Housing Building; and
 - Possible operator of the MRH units located in the proposed Mixed Income Rental Housing Building.

In light of this arrangement, the City is willing to accept clustering of the required LEMR units and MRH units in the form of a stand-alone building, together with the clustering of other building features intended for the exclusive use of the LEMR and MRH unit occupants (e.g., parking), provided that the Mixed Income Rental Housing Building shall:

- a) Be located on Lot A (with direct and convenient access from Ketcheson Road to the main building entrance);
- b) Be integrated with the development’s underground parking structure, roof deck, and related features, but function as an independent building that does not share common circulation (e.g., lobbies, hallways, elevators, or stairs) with Lot A market strata or Lot A non-residential uses; and
- c) Be located within an Air Space Parcel approved by the City. Legal agreements shall be registered on title, to the satisfaction of the City, to ensure that the occupants of the Mixed Income Rental Housing Building, operator(s), guests, and designates have adequate access to and enjoyment of facilities intended for their:
 - i. exclusive use (e.g., resident parking, “Class 1” resident bike storage, and outdoor amenity space);
 - ii. shared use with the Lot A market strata occupants (e.g., indoor amenity space and loading); and
 - iii. shared use with the Lot A market strata and Lot A non-residential occupants (e.g., driveways), as determined to the City’s satisfaction through the Development Permit*.

NOTE: In the event that any exclusive or shared facilities are not part of the Air Space Parcel (e.g., parking) and the operator is subject to additional charges for the use of such facilities, any such charges may not exceed the rates charges to other users on Lot A for access to/use of similar uses and spaces, as determined to the City’s satisfaction.

2. **Minimum Required Floor Area:** The required minimum floor area of the Mixed Income Rental Housing Building, exclusive of parking, bike storage, indoor amenity space, and uses not intended for the exclusive use of the occupants of the Mixed Income Rental Housing Building, shall be determined to the satisfaction of the Director of Development

SCHEDULE C

and Director of Community Social Development, as set out in an approved Development Permit*, which floor area shall include, but may not be limited to:

- a) For affordable housing, at least 3,096.5 m² (33,330 ft²) or 10% of the maximum combined residential floor area permitted on Lot A and Lot B (exclusive of market rental density bonus floor area permitted under the ZMU51 zone), whichever is greater, in the form of habitable dwelling unit floor area only;
 - b) For market rental housing, at least 1,542.1 m² (16,600 ft²) in the form of habitable dwelling unit floor area and a proportional share of the floor area of common space in the building (e.g., circulation and lobbies, but excluding indoor amenity space), as per the market rental density bonus provision under the ZMU51 zone;
 - c) Additional floor area, including:
 - i. Circulation (e.g., lobbies, hallways, elevators, and stairs) intended for the exclusive use of the Mixed Income Rental Housing Building occupants; and
 - ii. All walls, mechanical, electrical, and similar spaces required to facilitate the developer/owner's provision of the proposed Mixed Income Rental Housing Building on the lot.
3. **Residential Amenity Space:** In addition to the minimum floor area of the Mixed Income Rental Housing Building described above, the developer/owner shall construct residential amenity space (i.e. for recreation and socializing) for the unrestricted use and enjoyment of the occupants of the Mixed Income Rental Housing Building, to the satisfaction of the Director of Development and Director of Community Social Development, as set out in an approved Development Permit*, including:
- a) Indoor amenity space on Lot A (i.e. outside, but convenient to, the Mixed Income Rental Housing Building) for the shared use of the Mixed Income Rental Housing Building occupants and the Lot A market strata occupants, the size of which shall include:
 - i. At least 2.0 m² (21.5 ft²) per dwelling unit, based on the combined total number of LEMR, MRH, and market strata units permitted on Lot A; plus
 - ii. At least 18.6 m² (200.0 ft²) as administrative space for the use of the non-profit housing operator; and
 - b) Outdoor amenity space integrated with the Mixed Income Rental Housing Building (e.g., landscaped rooftops) for the exclusive use of the building's occupants, the size of which shall include at least 6.0 m² (64.6 ft²) per dwelling unit, based on the total number of dwellings permitted in the Mixed Income Rental Housing Building.
4. **Housing Requirements:** As required under the ZMU51 zone, the Mixed Income Rental Housing Building shall contain at least 69 Residential Rental Tenure dwelling units, comprising a mix of LEMR and MRH units, as determined to the satisfaction of the City through an approved Development Permit*.
- a) **Affordable Housing:** The developer/owner shall provide for:
 - i. At least 49 LEMR units (comprising at least 30% family-friendly 2- and 3-bedroom units), all of which shall comply with the Zoning Bylaw's Basic Universal Housing standards, unless otherwise determined to the satisfaction of the Director, Community Social Development through an approved Development Permit*.

	Minimum Unit Area	Maximum Monthly LEMR Unit Rent***	Total Maximum Household Income**	Project Unit Targets	
				Unit Mix**	BUH Units*
Studio	37 m ² (400 ft ²)	\$811	\$34,650	70% (34 units)	100%
1-Bedroom	50 m ² (535 ft ²)	\$975	\$38,250		100%
2-Bedroom	69 m ² (741 ft ²)	\$1,218	\$46,800	30% (15 units)	100%
3-Bedroom	91 m ² (980 ft ²)	\$1,480	\$58,050		100%
TOTAL	Varies	Varies	Varies	100% (49 units min)	100%

* BUH units mean those units that comply with the Zoning Bylaw's Basic Universal Housing standards.

** The unit mix will be confirmed to the satisfaction of the City through the Development Permit* process. The recommended LEMR unit mix is indicated in the table; however, based on approved design, which may take into account non-profit housing operator input, the LEMR unit mix may be varied provided that at least 15% of units have 2 bedrooms and at least 5% have 3 bedrooms.

*** Rate may be adjusted in accordance with the Housing Agreement.

- ii. Full and unlimited use by the LEMR unit occupants of features provided for the use of the LEMR unit occupants in compliance with an approved Development Permit* (together with necessary access and related or similar requirements) at no charge to the LEMR unit occupants (i.e. no monthly rents or other fees shall apply for the casual, shared, or exclusive use of the features), which features may include, but may not be limited to:
 - Indoor and outdoor amenity spaces intended for the exclusive or shared use of the LEMR unit occupants;
 - Waste management and loading facilities intended for the exclusive or shared use of the LEMR unit occupants; and
 - On-site parking, “Class 1” bike storage, and related electric vehicle (EV) charging stations intended for the exclusive or shared use of the LEMR unit occupants.

NOTE: For clarity, those occupants of the LEMR units who utilize the vehicle EV charging stations may be required to pay for the cost of their utility usage, but not for their use of the EV charging equipment or associated parking.

- b) Market Rental Housing: The developer/owner shall provide for at least 20 MRH units (comprising at least 40% family-friendly 2- and 3-bedroom units), all of which shall comply with the Zoning Bylaw’s Basic Universal Housing standards, unless otherwise determined to the satisfaction of the Director, Community Social Development through an approved Development Permit*.

5. **Transportation Requirements:** On-site parking, “Class 1” bike storage (including electric bicycles and similar modes), bike repair/maintenance facility (i.e. comprising a foot-activated pump, repair stand with integrated tools, and bike wash), and related electric vehicle (EV) charging stations for passenger vehicles and bicycles shall be provided for the use of Mixed Income Rental Housing Building occupants as per the OCP, ZMU51 zone, and an approved Development Permit*, as determined to the satisfaction of the City.

6. **Level of Finish:**

- a) The Mixed Income Rental Housing Building, related uses (e.g., parking, garbage/recycling, indoor and outdoor amenities), and associated spaces and uses shall be completed, to a turnkey level of finish, at the sole cost of the developer, to the satisfaction of the Director of Development and Director, Community Social Development.
- b) The Mixed Income Rental Housing Building (e.g., all dwelling units, common indoor and outdoor areas, and related uses and spaces), together with those portions of Lot A that are intended for shared use by the occupants of the Mixed Income Rental Housing Building and Lot A market strata unit occupants (e.g., indoor amenity spaces) shall be accessible to people with disabilities, in compliance with the BC Building Code or as otherwise determined to the satisfaction of the Director of Community Social Development and Manager of Building Approvals.
- c) The Mixed Income Rental Housing Building, including its common areas and dwelling units, shall be equipped with an audio/visual alarm system.

7. **Prior-to Requirements:**

- a) “No development” shall be permitted on the subject site, restricting Development Permit* issuance for a building on the site, in whole or in part, until the developer, to the City’s satisfaction:
 - i. Submits, for consideration by the City, a current memorandum of understanding with a non-profit operator demonstrating, among other things, support for the developer’s proposed Mixed Income Rental Housing Building design and related features;
 - ii. Designs the lot to provide for the Mixed Income Rental Housing Building and required ancillary spaces and uses (e.g., Basic Universal Housing units, parking, bicycle facilities, and related electric vehicle (EV) charging infrastructure, indoor and outdoor amenity spaces, and waste management facilities);

SCHEDULE C

- iii. Amends or replaces the covenant registered on title with respect to the LEMR units and MRH units to reflect accurately the specifics of the Mixed Income Rental Housing Building and ancillary spaces and uses as set out in the approved Development Permit*; and
 - iv. As required, registers additional legal agreements on title to the site to facilitate the detailed design, construction, operation, and/or management of the Mixed Income Rental Housing Building and/or ancillary spaces and uses (e.g., parking) as determined by the City via the Development Permit* review and approval processes.
- b) No Building Permit* shall be issued for a building on the subject site, in whole or in part (excluding parking intended as an ancillary use to non-parking uses), unless:
- i. The developer provides for the required Mixed Income Rental Housing Building and ancillary spaces and uses (e.g., Basic Universal Housing units, parking, bicycle facilities, and related electric vehicle (EV) charging infrastructure, indoor and outdoor amenity spaces, and waste management facilities) in the permit;
 - ii. The detailed design of the Mixed Income Rental Housing Building and all related spaces and features are satisfactory to the Director of Development and Director, Community and Social Development in their sole discretion; and
 - iii. A letter of confirmation is submitted by the architect assuring that the design of the facilities satisfies all applicable City requirements.
- c) “No occupancy” shall be permitted of a building on Lot A, restricting Building Permit* inspection granting occupancy for a building on Lot A, in whole or in part (excluding parking intended as an ancillary use to non-parking uses), until the required Lot A Mixed Income Rental Housing Building and all relate spaces and uses are completed to the satisfaction of the City, a letter of confirmation is submitted by the architect assuring that the facilities satisfy all applicable City’s requirements, and the facilities have received Building Permit* inspection granting occupancy.

RZ 18-836107

Engineering

Servicing Agreement* Requirements

Scope: IBI GROUP has applied to the City of Richmond for permission to rezone 3426, 3440, 3360 and 3380 Sexsmith Road from Single Detached (RS1/F), Assembly (ASY), School & Institutional (S1) to a Site Specific Mixed Use Development with 4 residential towers 8 to 14 storeys, Limited Retail and Religious Assembly developed on two sites with a proposed road (Ketcheson Road) in the middle

A servicing agreement is required to design and construct the following works.

1) Water Works:

- a) Using the OCP Model with the proposed upgrades, there is 416 L/s of water available at a 20 psi residual at the Capstan Way frontage, and 197 L/s of water available at a 20 psi residual at the Sexsmith Road frontage. Based on your proposed development, your site requires a minimum fire flow of 220 L/s.
- b) At Developer's cost, the Developer is required to:
 - i) Submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm development has adequate fire flow for onsite fire protection. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit Stage building designs.
 - ii) Review hydrant spacing on all road frontages and install new fire hydrants as required to meet City spacing requirements for the proposed land use.
 - iii) Install approximately 100 m of new 200 mm water main along the extension of Ketcheson Road, from Capstan Way existing water main. The proposed main shall have a dead end with an automatic flushing system complete with its kiosk to be located in a utility ROW. The details of automatic flushing system and its required ROW shall be determined through the servicing agreement. A hydrant at the dead end water main shall be required. The following works relating to the automatic flushing system shall be at the developer's cost:
 - (1) Supply and installation cost of the automatic flushing system (complete with a dechlorination system designed specifically for the automatic flushing device) and registration of the required utility right of way. No encroachment under the required utility right of way is allowed.
 - (2) Supply and Installation of a water meter to monitor water consumption of the automatic flushing system. The City shall charge the developer of the water consumed by the automatic flushing system.
 - (3) Operations of the system (e.g., setting controls, etc.) shall be done by City crews (at developer's cost).
 - (4) Maintenance of the proposed automatic flushing system shall be done by City crews (at developer's cost).
 - (5) Future removal of the automatic flushing system and future discharge of the required utility right of way.
 - iv) Install approximately 266 m of new 200 mm water main along Garden City Road from the existing water main at Capstan Way to tie in to the existing water main at Patterson Rd.
 - v) Install one new water connection for each proposed lot, complete with meter. Meters to be located onsite (i.e. in a mechanical room).
- c) At Developer's cost, the City will:
 - i) Complete all tie-ins for the proposed works to existing City infrastructure.

2) Storm Sewer Works:

- a) At Developer's cost, the Developer is required to:
 - i) Perform a capacity analysis to size the proposed storm sewers on Ketcheson Way and Capstan Way, and confirm the capacity of the existing storm sewer on Garden City Road.
 - ii) Install approximately 260 m of new storm sewer along Capstan Way from manhole STMH5984 at Garden City Road to manhole STMH131085 at Sexsmith Road, due to conflict between the proposed frontage improvements (street trees) and the existing storm sewer. The new storm sewer shall be located within the roadway.
 - iii) Remove the existing storm sewer in the right-of-way along Capstan Way, from the manhole STMH5984 at Garden City Road to manhole STMH131085 at Sexsmith Road.

SCHEDULE D

- iv) Install approximately 100 m of new storm sewer along the Ketcheson Road extension, and tie in to the storm sewer on Capstan Way. The new storm sewer shall be located within the roadway and sized via a capacity analysis.
 - v) If the existing storm sewer on Garden City Road does not have adequate capacity:
 - (1) Install approximately 110 m of new storm sewer along Garden City Road from manhole STMH6631 to the proposed storm sewer along Capstan Way. The new storm sewer shall be located within the roadway.
 - (2) Fill and abandon the existing storm sewer along Garden City Road from manhole STMH6631 to manhole STMH5984.
 - vi) Reconnect all existing connections to the new storm sewers.
 - vii) Remove all existing connections to the development site.
 - viii) Install one new storm connection for each proposed lot, complete with inspection chamber.
 - ix) Provide an erosion and sediment control plan for all on-site and off-site works, to be reviewed as part of the servicing agreement design.
- b) At Developer's cost, the City will:
- i) Complete all tie-ins for the proposed works to existing City infrastructure.

3) Sanitary Sewer Works:

- a) At Developer's cost, the Developer is required to:
- i) Install approximately 125 m of new 300 mm sanitary sewer along Capstan Way, from Ketcheson Road to Sexsmith Road.
 - ii) Install one new sanitary connection for each proposed lot, complete with inspection chamber. Where feasible, the existing sanitary connection stubs provided along Sexsmith Road shall be utilized.
- b) At Developer's cost, the City will:
- i) Complete all tie-ins for the proposed works to existing City infrastructure.

4) Frontage Improvements:

- a) At Developer's cost, the Developer is required to:
- i) Coordinate with BC Hydro, Telus and other private communication service providers:
 - (1) To pre-duct for future hydro, telephone and cable utilities along all road frontages.
 - (2) Before relocating/modifying any of the existing power poles and/or guy wires within the property frontages.
 - (3) To underground overhead lines and poles along Sexsmith Road and Garden City Road.
 - ii) Prior to City accepting dedication on Sexsmith Rd, the existing BC Hydro Vista located Southwest corner of the lot shall be relocated out of the dedication. Developer to provide an updated site plan that shows the location of the existing Vista in relation to the old and new property lines.
 - iii) Locate/relocate all above ground utility cabinets and kiosks required to service the proposed development, and all above ground utility cabinets and kiosks located along the development's frontages, within the developments site (see list below for examples). A development plan showing conceptual locations for such infrastructure, coordinated with the development's civil and electrical consultants and the owners of the respective utilities, is required prior to the development permit report being written. Please coordinate with the respective private utility companies and the project's lighting and traffic signal consultants to confirm the requirements (e.g., statutory right-of-way dimensions) and the locations for the aboveground structures. If a private utility company does not require an aboveground structure, that company shall confirm this via a letter to be submitted to the City. The following are examples of statutory right-of-ways that shall be shown on the architectural plans, the servicing agreement drawings, and registered prior to SA design approval:
 - BC Hydro PMT – 4.0 x 5.0 m
 - BC Hydro LPT – 3.5 x 3.5 m
 - Street light kiosk – 1.5 x 1.5 m
 - Traffic signal kiosk – 2.0 x 1.5 m
 - Traffic signal UPS – 1.0 x 1.0 m
 - Shaw cable kiosk – 1.0 x 1.0 m
 - Telus FDH cabinet – 1.1 x 1.0 m

- iv) Provide street lighting according to the following:
 - a) City Streets
 - a. Capstan Way (North side of street)
 - i. Pole colour: Grey
 - ii. Roadway lighting @ back of curb: Type 7 (LED) INCLUDING 1 street luminaire and 1 duplex receptacle, but EXCLUDING any pedestrian luminaires, banner arms, flower basket holders, or irrigation.
 - iii. Pedestrian lighting between sidewalk & bike path: Type 8 (LED) INCLUDING 2 pedestrian luminaires set perpendicular to the roadway and 1 duplex receptacle, but EXCLUDING any flower basket holders, or irrigation.
 - b. Sexsmith Road (East side of street)
 - i. Pole colour: Grey
 - ii. Roadway lighting @ back of curb: Type 7 (LED) INCLUDING 1 street luminaire and duplex receptacles, but EXCLUDING any pedestrian luminaires, banner arms, flower basket holders, or irrigation.
 - iii. Pedestrian lighting between sidewalk & bike path: Type 8 (LED) INCLUDING 2 pedestrian luminaires set perpendicular to the roadway and duplex receptacles, but EXCLUDING any banner arms, flower basket holders, or irrigation.
 - c. Garden City Road (West side of street)
 - i. Roadway lighting @ median – NO CHANGE (Existing lighting to remain)
 - ii. Pole colour: Grey
 - iii. Pedestrian lighting between sidewalk & bike path: Type 8 (LED) INCLUDING 2 pedestrian luminaires set perpendicular to the roadway and duplex receptacles, but EXCLUDING any banner arms, flower basket holders, or irrigation.
 - iv. Note: Staff must confirm if the Garden City Road cross-section will include an off-street bike path. Streetlight requirements may change if it is decided that there will be no bike path/lane or and an on-street bike lane.
 - d. Ketcheson Road Extension (Both sides of street)
 - i. Pole colour: Grey
 - ii. Roadway lighting @ back of curb: Type 7 (LED) INCLUDING 1 street luminaire, but EXCLUDING any pedestrian luminaires, banner arms, flower basket holders, irrigation, or duplex receptacles.
 - b) Off-Street Publicly-Accessible Walkways & Opens Spaces
 - a. To be determined
 - i. *[TO BE CONFIRMED IN COORDINATION WITH THE LANDSCAPE & PARKS DESIGNS VIA RZ & SA]*
 - ii. Pole colour: Grey
 - iii. Pedestrian lighting: Type 8 (LED) INCLUDING 1 or 2 pedestrian luminaires, but EXCLUDING any banner arms, flower basket holders, irrigation, or duplex receptacles.
- v) Complete other frontage improvements as per Transportation requirements.

5) General Items:

- a) At Developer's cost, the Developer is required to:
 - i) Provide, prior to start of site preparation works or within the first servicing agreement submission, whichever comes first, a preload plan and geotechnical assessment of preload, dewatering, and soil preparation impacts on the existing utilities fronting the development site and provide mitigation recommendations.
 - ii) Provide a video inspection report of the existing storm and sanitary sewers along the development frontages prior to start of site preparation works or within the first servicing agreement submission, whichever comes first. A follow-up video inspection, complete with a civil engineer's signed and sealed recommendation letter, is required after site preparation works are complete (i.e. pre-load removal, completion of dewatering, etc.) to assess the condition of the existing utilities and provide recommendations to retain, replace, or repair. Any utilities damaged by the pre-load, de-watering, or other ground preparation shall be replaced or repaired at the Developer's cost.
 - iii) Conduct pre- and post-preload elevation surveys of all surrounding roads, utilities, and structures. Any damage, nuisance, or other impact to be repaired at the developer's cost. The post-preload elevation survey shall be incorporated within the servicing agreement design.

SCHEDULE D

- iv) Monitor the settlement at the adjacent utilities and structures during pre-loading, dewatering, and soil preparation works per a geotechnical engineer's recommendations, and report the settlement amounts to the City for approval.
- i) Submit a proposed strategy at the building permit stage for managing excavation de-watering. Note that the City's preference is to manage construction water onsite or by removing and disposing at an appropriate facility. If this is not feasible due to volume of de-watering, the Developer will be required to apply to Metro Vancouver for a permit to discharge into the sanitary sewer system. If the sanitary sewer does not have adequate capacity to receive the volume of construction water, the Developer will be required to enter into a de-watering agreement with the City to discharge treated construction water to the storm sewer system.
- ii) Coordinate the servicing agreement design for this development with the servicing agreement(s) for the adjacent development(s), both existing and in-stream. The developer's civil engineer shall submit a signed and sealed letter with each servicing agreement submission confirming that they have coordinated with civil engineer(s) of the adjacent project(s) and that the servicing agreement designs are consistent. The City will not accept the 1st submission if it is not coordinated with the adjacent developments. The coordination letter should cover, but not be limited to, the following:
 - (a) Corridors for City utilities (existing and proposed water, storm sewer, sanitary and DEU) and private utilities.
 - (b) Pipe sizes, material and slopes.
 - (c) Location of manholes and fire hydrants.
 - (d) Road grades, high points and low points.
 - (e) Alignment of ultimate and interim curbs.
 - (f) Proposed street lights design.
- iii) Enter into, if required, additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering, including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.

RZ 18-836107

Transportation
Servicing Agreement Requirements*

The developer shall be responsible for the design and construction of road and related improvements, to the satisfaction of the Director of Transportation, which works shall include, but may not be limited to, those set out in **Schedule E**. (Development Cost Charge (DCC) credits may apply.)

1. Ministry of Transportation & Infrastructure (MOTI) Approvals:

- a) Preliminary MOTI approval is required before Development Permit* (DP) presentation to DP Panel.
- b) Final MOTI approval is required prior to rezoning adoption.

NOTE: MOTI approval may require the developer to make changes to the City-approved form of development (e.g., access) and/or Servicing Agreement* scope of off-site works (e.g., intersection upgrades), which changes shall be undertaken by the developer, at the developer's sole cost, as determined to the satisfaction of the City.

2. Road Works:

The following cross-section descriptions are intended to describe "typical" conditions. The approved design may be required to vary from these "typical" conditions to address site-specific conditions and/or other requirements, as determined to the sole satisfaction of the City through the Servicing Agreement* design/approval processes. Likewise, the attached **Interim Functional Plan** is provided for reference purposes only. The actual details and scope of the frontage works required to be completed by the developer will be confirmed through the Servicing Agreement* review/approval process, to the satisfaction of the City. Prior to approval of the Servicing Agreement* design, the developer shall submit a **Final Functional Plan**, confirming all Transportation requirements, to the satisfaction of the Director, Transportation.

NOTE: In addition to the following, landscape features are required to the satisfaction of the City, as determined via the Servicing Agreement* and Development Permit* review and approval processes. Landscape improvements may include, but shall not be limited to, street trees, landscaped boulevards, hard- and soft-scape features, street furnishings, decorative paving, and stormwater management measures. Measures that enhance the viability of City street trees are encouraged (e.g., continuous soil trenches, silva cell system, etc.), taking into account necessary coordination with City/private utilities and other infrastructure, as determined to the City's satisfaction.

At a minimum, the developer will be responsible for the design and construction of the following works to the satisfaction of the Director, Transportation.

- a) Ketcheson Road: To align with the existing "private road" portion of Ketcheson Road to the north, and the approved extension of Ketcheson Road south of Capstan Way. Works include, listed in order from the road's West property line:

- 4.05m (including 2m sidewalk, 1.5m boulevard)
- 0.15m curb and gutter
- 2.5m parking lane
- 3.3m lane
- 3.3m lane
- 2.5 m parking lane
- 0.15m curb and gutter
- 4.05m (including 2m sidewalk, 1.5m boulevard)

- b) Capstan Way: Works include, listed in order from the road's North property line:

- (NOTE: Cross section varies by section of Road – refer to Interim Functional Plan)
- 2.5m sidewalk
- 0.7m buffer
- 2.5m bike lane
- 2.5m boulevard
- 0.15m curb and gutter
- 3.3m parking lane
- 3.3m travel lane
- 3.1m left turn lane
- 0.6m raised median
- 3.9m travel lane
- 0.15m curb and gutter
- 4.208m (for sidewalk, boulevard)

SCHEDULE E

- c) Sexsmith Road: Works EXCLUDE the Sexsmith Road frontage of 3420, 3426, and 3440 Sexsmith Road (which lands are not subject to RZ 18-836107). Works include, listed in order from the road's West property line:
- 2.0m bike lane
 - 0.6m buffer
 - 1.5m boulevard
 - 0.15m curb and gutter
 - 2.5m parking lane
 - 3.3m travel lane
 - 3.3m left-turn lane/painted median
 - 3.3m travel lane
 - 2.5m parking lane
 - 0.15m curb and gutter
 - 1.5m boulevard
 - 2.0m bike lane
 - 0.6m buffer
 - 2.0m sidewalk
- d) Garden City Road: Works include, listed in order from the road's West property line to the Median:
- 3.0m sidewalk
 - 2.0m boulevard/bus pad
 - 0.15m curb and gutter
 - 3.1m bus bay
 - 1.8m bike lane (NOTE: Interim Function Plan must be revised to provide for a protected off-street bike path.)
 - 3.5m travel lane
 - 3.5m travel lane

3. Traffic Signal Requirements:

The traffic signal requirements will be finalized through the road functional design required as a condition of the Servicing Agreement* and the Servicing Agreement* traffic signal design review/approval processes. Works shall include, but may not be limited to, the following:

- a) Upgrade existing traffic signals: With the road and intersection improvements noted above, as well as the need to upgrade other existing traffic signals to accommodate enhanced traffic operations, applicant is to upgrade (as necessary) the following existing traffic signals:
- Sexsmith Road & Capstan Way; and
 - Garden City Road & Capstan Way.
- b) Install new Traffic Signal Device: With the road and intersection improvements noted in above, new traffic signal devices (i.e., intersection pre-ducting, special x-walk with downward lighting, pedestrian signals, or full traffic signals) will be necessary at the following location, with the exact upgrade to be determined with a traffic signal warrant to the satisfaction of the City.
- Capstan Way & Ketcheson Road

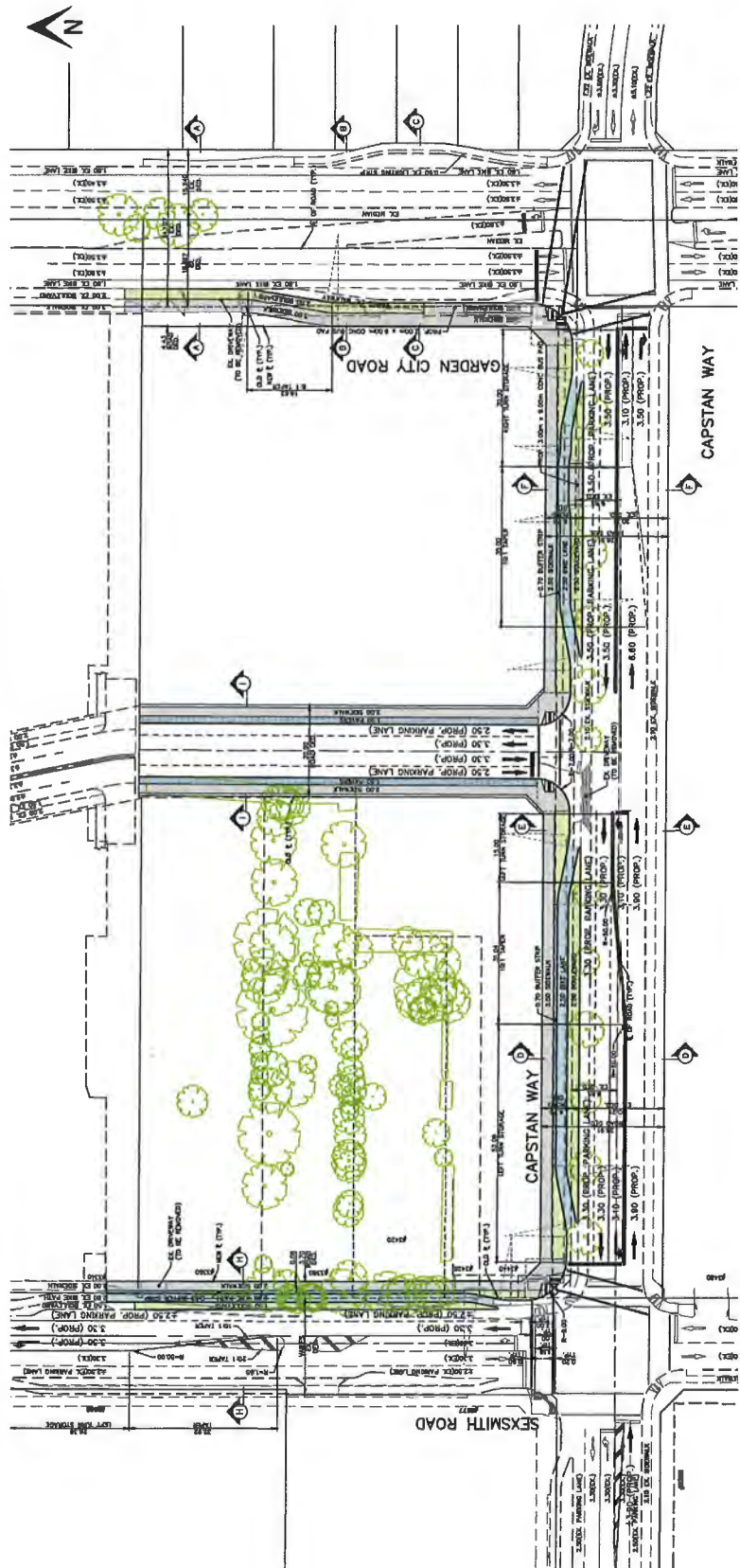
A Traffic Signal Modification detail design submission shall be prepared, to the satisfaction of the City, for each of the 3 intersections along on Capstan (i.e. Sexsmith, Ketcheson, and Garden City), which designs shall be coordinated with the signal requirements already established for the approved development on the south side of Capstan Way. Signal upgrades shall include, but may not be limited to: upgrade and/or replace signal pole, controller, base and hardware, pole base, detection, conduits (electrical & communications), signal indications, communications cable, electrical wiring, service conductors, APS (Accessible Pedestrian Signals), traffic cameras, and illuminated street name sign(s), etc.

NOTE: SA 22-009501 (RZ18-836123) provides for signal modifications on the south side of Capstan Way (Sexsmith Road to Garden City Road) and the construction of a traffic signal at the new intersection of Ketcheson Road/Capstan Way (at the E, W and S legs only).

4. Capstan Bonus Greenway Statutory Rights-of-Way (SRW) – Developer owned and maintained

Design and construction of the SRW area shall be the subject of a Servicing Agreement* and Development Permit*, as determined to the satisfaction of the City. Among other things, works essential for public access shall be included in the Servicing Agreement* (e.g., multi-use path; emergency turning area at Ketcheson Road; and, provisions to facilitate a future connection to an aerial crossing of Garden City Road). The design of the SRW area must be prepared in accordance with good engineering practice with the objective of optimizing public safety, as determined to the City's satisfaction.

INTERIM FUNCTIONAL PLAN





Richmond Zoning Bylaw 8500
Amendment Bylaw 10389 (RZ 18-836107)
3360, 3380 and a Portion of 3440 Sexsmith Road

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

- 1. Richmond Zoning Bylaw 8500, as amended, is further amended by inserting the following as Section 20.51 thereof:

20.51 Residential / Limited Commercial and Religious Assembly (ZMU51) – Capstan Village (City Centre)

20.51.1 Purpose

The zone accommodates religious assembly, child care, and secondary uses within the City Centre, plus high- and mid-rise apartments and a limited amount of pedestrian-oriented commercial uses. Additional density is provided to achieve, among other things, City objectives related to institution uses in the City Centre, affordable housing units, market rental units, and the Capstan Canada Line station.

20.51.2 Permitted Uses

- religious assembly
child care
congregate housing
housing, apartment

20.51.3 Secondary Uses

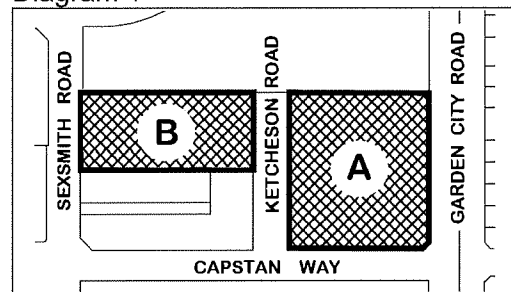
- animal grooming
boarding and lodging
community care facility, minor
education, commercial
health service, minor
home business
home-based business
library and exhibit
manufacturing, custom indoor
office
park
recreation, indoor
restaurant
retail, convenience
retail, general

- retail, second hand
- service, financial
- service, household repair
- service, personal
- studio
- veterinary service

20.51.4 Permitted Density

1. For the purposes of this **zone**, if the **owner** dedicates not less than 3,038.5 m² of the gross **site** as **road**, the calculation of **floor area ratio** shall be based on a combined total **site** area of 15,421.4 m², comprising those areas shown crosshatched and identified as “A” and “B” in Section 20.51.4.1, Diagram 1, as follows:
 - a) “A”: 8,906.6 m² ; and
 - b) “B”: 6,514.8 m².

Diagram 1



2. The maximum **floor area ratio** is 0.185 based on the combined total **site** area under Section 20.51.4.1, provided that:
 - a) the **site** is designated as Institution in the **City Centre** Area Plan; and
 - b) the **owner** uses the permitted **floor area ratio** only for **religious assembly, child care** and associated **secondary uses**.
3. Notwithstanding Section 20.51.4.2, if the **owner** has provided some combination of **religious assembly, child care** and associated **secondary uses** under Section 20.51.4.2, within the area shown crosshatched and identified as “A” in Section 20.51.4.1, Diagram 1, as specified in a Development Permit approved by the **City**, additional **floor area ratio** is permitted for the areas shown crosshatched and identified in Section 20.51.4.1, Diagram 1, as follows:
 - a) for “A”: 1.7 **floor area ratio**, together with an additional 0.1 **floor area ratio** provided that it is entirely used to accommodate **amenity space**, based on the area shown crosshatched and identified as “A” in Section 20.51.4.1, Diagram 1; and

- b) for “B”: 2.5 **floor area ratio**, together with an additional 0.1 **floor area ratio** provided that it is entirely used to accommodate **amenity space**, based on the area identified as “B” in Section 20.51.4.1, Diagram 1,

provided that:

- a) the **site** is located in the Capstan Station Bonus Map area designated by the **City Centre Area Plan** and;
 - i) the **owner** pays a sum into the **Capstan station reserve** as specified in Section 5.19; and
 - ii) the **owner** grants to the **City**, via a statutory **right-of-way, air space parcel**, or fee simple, as determined at the sole discretion of the **City**, rights of public use over a suitably landscaped area of the **site** for **park** and related purposes at a rate of 5.0 m² per **dwelling unit**; and
 - b) prior to first occupancy of the **building**, the **owner**:
 - i) within the area shown crosshatched and identified as “A” in Section 20.51.4.1, Diagram 1, provides **affordable housing units** in the **building** and the combined **habitable space** of the total number of **affordable housing units** comprises at least 10% of the total residential **building** area, based on the total combined **site** area under Section 20.51.4.1 (excluding additional **floor area ratio** permitted under Section 20.51.4.4); and
 - ii) enters into a **housing agreement** with respect to the **affordable housing units** and registers the **housing agreement** against title to the **lot** and files a notice in the Land Title Office.
4. Notwithstanding Section 20.51.4.3, if the **owner** has provided some combination of **religious assembly, child care** and associated **secondary uses** under Section 20.51.4.2, within the area shown crosshatched and identified as “A” in Section 20.51.4.1, Diagram 1, and contributed to the **Capstan station reserve** and provided a suitably landscaped area of the **site** and **affordable housing units** under Section 22.51.4.3, the references to “1.7” and “2.5” are increased to “1.8” and “2.6” respectively, provided that, prior to first occupancy of the **building**, the **owner**:
- a) within the area shown crosshatched and identified as “A” in Section 20.51.4.1, Diagram 1, provides **market rental units** in the **building** and the combined **habitable space** of the total number of **market rental units**, together with a proportional share of the **floor area** of common space in the **building** (e.g., circulation and lobbies, but excluding indoor **amenity space**), comprises at least 0.1 **floor area ratio** based on the combined total **site** area under Section 20.51.4.1, as specified in a Development Permit approved by the **City**; and
 - b) enters into a **market rental agreement** with respect to the **market rental units** and registers the **market rental agreement** against title to the **lot** and files a notice in the Land Title Office.

20.51.5 Permitted Lot Coverage

1. The maximum **lot coverage** is 90% for **buildings** and **landscaped** roofs over **parking spaces**.

20.51.6 Yards & Setbacks

1. Minimum **setbacks** are:
 - a) for **road** and **park setbacks**: 3.0 m (measured to a **property line** or the boundary of an area secured by the **City**, via a statutory **right-of-way**, **air space parcel**, or alternative means satisfactory to the **City**, for **road**, **park** or related purposes), but may be reduced to 1.5 m along Garden City Road for residential portions of the **building** not exceeding two **storeys** if a proper interface is provided as specified in a Development Permit approved by the **City**;
 - b) for **interior side yards**: 0.0 m; and
 - c) for portions of a **building** situated below finished **grade**: 0.0 m measured to a **property line**, if a proper interface is provided with fronting **roads** and landscaped areas secured by the **City** for **park** or related purposes as specified in a Development Permit approved by the **City**.
2. Notwithstanding Section 20.51.6.1, within the area shown crosshatched and identified as “A” in Section 20.51.4.1, Diagram 1, **dwelling units** and **amenity space** located on the **first storey** of the **building** shall not be closer than 20.0 m to a **lot line** abutting Capstan Way.

20.51.7 Permitted Heights

1. Maximum **building height** for the areas shown crosshatched and identified as “A” and “B” in Section 20.51.4.1, Diagram 1, is 25.0 m and 35.0 m respectively.
2. Notwithstanding Section 20.51.7.1, the maximum **building height** may be increased if a proper interface is provided with **adjacent buildings** and areas secured by the **City** for **road**, **park** or related purposes (via a statutory **right-of-way**, **air space parcel**, or alternative means satisfactory to the **City**), as specified in a Development Permit approved by the **City**, as follows:
 - a) 28.0 m for portions of the **building** located less than 50.0 m from a **lot line abutting** Garden City Road; and
 - b) 47.0 m geodetic elsewhere.
3. The maximum **height** for **accessory buildings** is 5.0 m.
4. The maximum **height** for **accessory structures** is 12.0 m.

20.51.8 Subdivision Provisions

1. The minimum **lot** area for the portions of the **site** shown crosshatched in Section 20.51.4.1, Diagram 1, and identified as:
 - a) “A”: 7,200.0 m²; and
 - b) “B”: 4,900.0 m².

20.51.9 Landscaping & Screening

1. **Landscaping** and **screening** shall be provided according to the provisions set out in Section 6.0.

20.51.10 On-Site Parking and Loading

1. On-site **vehicle** and bicycle parking and loading shall be provided according to the standards set out in Section 7.0.
2. Notwithstanding Section 20.51.10.1, for the purposes of this **zone**:
 - a) within the area shown crosshatched and identified as “A” in Section 20.51.4.1, Diagram 1, a minimum of 2 **parking spaces** shall be provided for car-share purposes, as specified in a Development Permit approved by the **City**;
 - b) for Class 1 bicycle parking, the minimum number of spaces shall be:
 - i) for **apartment housing**: 1.875 bicycle spaces per **dwelling unit**; and
 - ii) for non-residential **uses** within the area shown crosshatched and identified as “A” in Section 20.51.4.1, Diagram 1: 10 bicycle spaces; and
 - c) large-size **loading spaces** shall not be required.

20.51.11 Residential Rental Tenure

1. **Residential rental tenure** may be located anywhere in this **zone**.
2. Notwithstanding Section 20.51.11.1, within that portion of the **site** shown crosshatched and identified as “A” in Section 20.51.4.1, Diagram 1, not less than 69 **dwelling units** shall be **used** for **residential rental tenure**.

20.51.12 Other Regulations

1. Within the area shown crosshatched and identified as “B” in Section 20.51.4.1, Diagram 1, non-residential **uses** shall not be permitted, exclusive of:
 - a) **religious assembly, child care**, and related **secondary uses**; and
 - b) **secondary use** of a **dwelling unit** by a resident of the **dwelling unit**.

- 2. **Religious assembly** shall not include subordinate housing for students, staff or faculty of the facility.
 - 3. **Telecommunication antenna** must be located a minimum 20.0 m above the ground (i.e., on a roof of a **building**).
 - 4. In addition to the regulations listed above, the General Development Regulations in Section 4.0 and the Specific Use Regulations in Section 5.0 apply.”
2. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by repealing the existing zoning designation of the following area and by designating it **RESIDENTIAL / LIMITED COMMERCIAL AND RELIGIOUS ASSEMBLY (ZMU51) – CAPSTAN VILLAGE (CITY CENTRE)**:
- That area shown cross-hatched on “Schedule ‘A’ attached to and forming part of Bylaw 10389”.
3. This Bylaw may be cited as “**Richmond Zoning Bylaw 8500, Amendment Bylaw 10389**”.

FIRST READING

NOV 14 2022

A PUBLIC HEARING WAS HELD ON

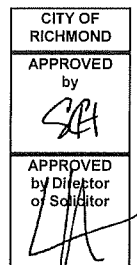
SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE APPROVAL

ADOPTED

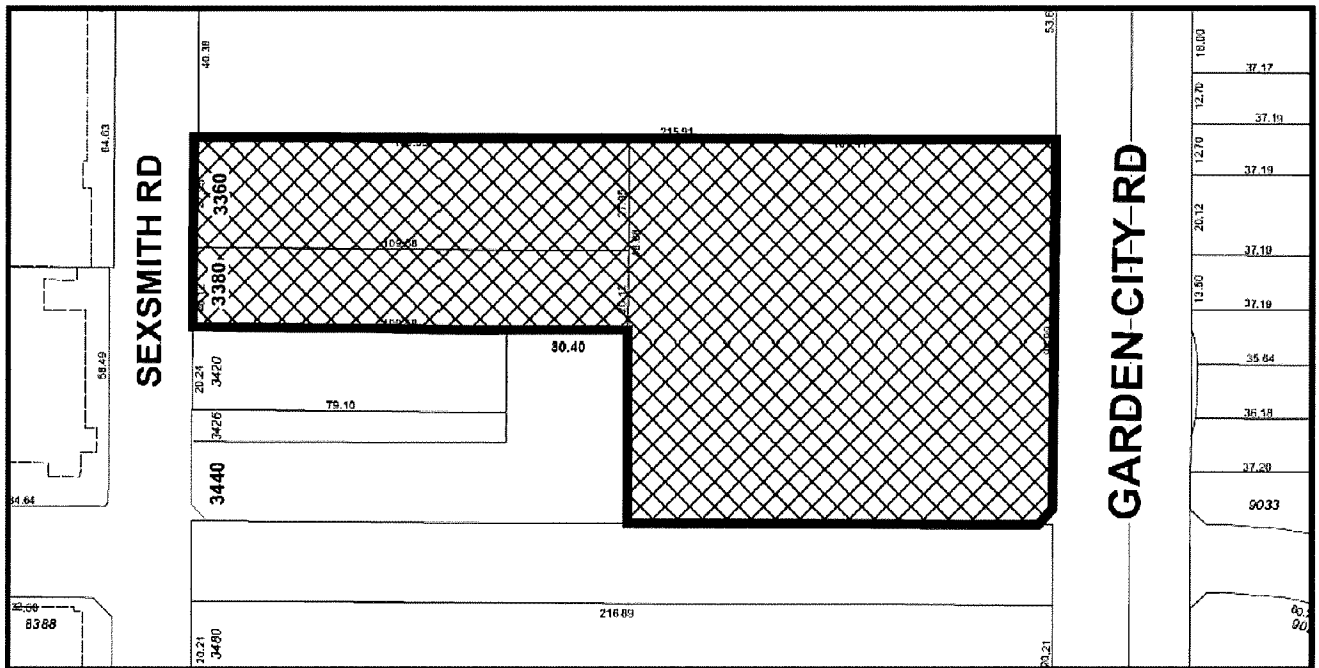
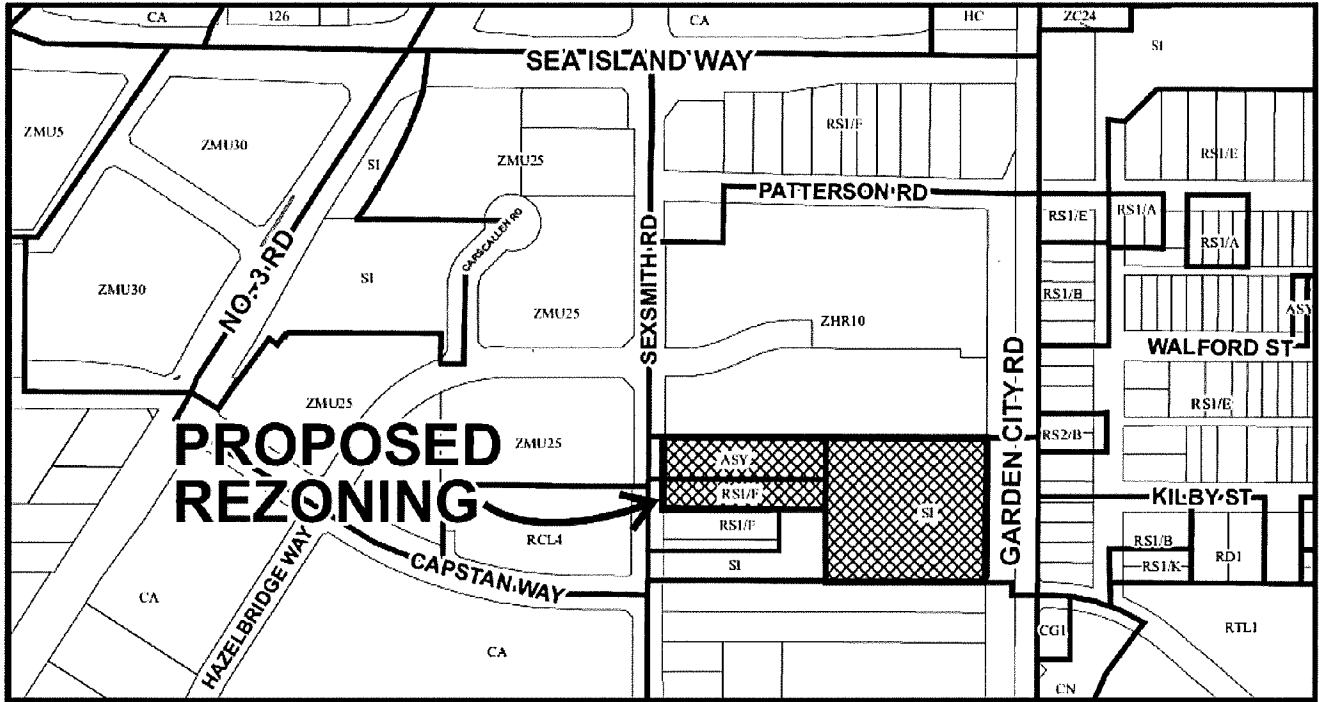


MAYOR

CORPORATE OFFICER



City of Richmond



RZ 18-836107

Original Date: 10/18/18

Revision Date: 06/09/22

Note: Dimensions are in METRES



Richmond Official Community Plan Bylaw 7100
Amendment Bylaw 10390 (RZ 18-836107)
3360, 3380 and a Portion of 3440 Sexsmith Road

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

- 1. Richmond Official Community Plan Bylaw 7100 is amended by repealing the existing "Institution" land use designation in the "Generalized Land Use Map (2031)" and "Specific Land Use Map: Capstan Village (2031)" to Schedule 2.10 (City Centre Area Plan) thereof of the following land:

P.I.D. 003-469-247

Lot 23 Except: Firstly: The East 414.3 Feet Secondly: The South 66 Feet, And Thirdly: Part Subdivided By Plan 33481 Sections 27 And 28 Block 5 North Range 6 West New Westminster District Plan 3404

- 2. This Bylaw may be cited as "Richmond Official Community Plan Bylaw 7100, Amendment Bylaw 10390".

FIRST READING

PUBLIC HEARING

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

NOV 14 2022

Series of horizontal lines for signature or date entry.



MAYOR

CORPORATE OFFICER



Regular Council
Monday, November 14, 2022

12. **APPLICATION BY IBI GROUP FOR REZONING AT 3360, 3380 AND A PORTION OF 3440 SEXSMITH ROAD FROM “ASSEMBLY (ASY)”, “SINGLE DETACHED (RS1/F)”, AND “SCHOOL & INSTITUTIONAL USE (SI)” TO “RESIDENTIAL / LIMITED COMMERCIAL AND RELIGIOUS ASSEMBLY (ZMU51) – CAPSTAN VILLAGE (CITY CENTRE)”**

(File Ref. No. RZ 18-836107) (REDMS No. 6970290)

R22/19-5

It was moved and seconded

- (1) *That Official Community Plan Bylaw 7100, Amendment Bylaw 10390, to amend Schedule 2.10 of Official Community Plan Bylaw 7100 (City Centre Area Plan), to repeal the existing “Institution” land use designation at 3360 Sexsmith Road, be introduced and given first reading;*
- (2) *That Bylaw 10390, having been considered in conjunction with:*
- *the City’s Financial Plan and Capital Program; and*
 - *the Greater Vancouver Regional District Solid Waste and Liquid Waste Management Plans,*
- is hereby found to be consistent with said program and plans, in accordance with Section 477(3)(a) of the Local Government Act;*
- (3) *That Bylaw 10390, having been considered in accordance with OCP Bylaw Preparation Consultation Policy 5043, is hereby found not to require further consultation; and*
- (4) *That Richmond Zoning Bylaw 8500, Amendment Bylaw 10389 to create the “Residential / Limited Commercial and Religious Assembly (ZMU51) – Capstan Village (City Centre)” zone, and to rezone 3360, 3380 and a portion of 3440 Sexsmith Road from “Assembly (ASY)”, “Single Detached (RS1/F)”, and “School & Institutional Use (SI)” to “Residential / Limited Commercial and Religious Assembly (ZMU51) – Capstan Village (City Centre)”, be introduced and given first reading.*



Regular Council
Monday, November 14, 2022

The question on the motion was not called as discussion ensued with respect to (i) retention and relocation of the Herrling residence, and (ii) the requirements for establishing designated (protected) heritage status. Staff noted the Herrling residence is not on the heritage registry for protection, however the home and the location does have heritage value.

As a result of the discussion, the following amendment motion was introduced:

R22/19-5A

It was moved and seconded

That that the Herrling house not be demolished and that it be mandatory that the house must be moved, preferably to a location in Richmond.

The question on the amendment motion was not called as further discussion ensued with respect to the feasibility of relocating the Herrling house and location considerations within Richmond. Staff noted there was a preliminary assessment of the home, however a condition report has not been done therefore the structural integrity and any upgrades to standards, etc., is unknown.

The question on the amendment motion was then called, and it was DEFEATED with Mayor Brodie and Cllrs. Heed, Hobbs, Loo and McNulty opposed.

A further amendment motion was then introduced:

R22/19-6

It was moved and seconded

That, prior to Public Hearing, staff investigate with the applicant, the condition of the value of the Herrling residence and examine the potential for relocation in the city of Richmond.

CARRIED

The question on the motion, as amended, was then called and **CARRIED** with Cllrs. Day and Wolfe opposed.