



To: Planning Committee **Date:** October 28, 2010
From: Brian J. Jackson, MCIP **File:** RZ 10-537689
 Director of Development
Re: **POLYGON DEVELOPMENT 220 LTD has applied to the City of Richmond for a text amendment to Low Rise Apartment (ZLR24) zone and permission to rezone 9331, 9351, 9371, 9391 & 9411 Odlin Rd from Residential Single Detached (RS1/F) to Low Rise Apartment (ZLR24) in order to permit a four (4) storey residential development consisting of approximately 358 units.**

Staff Recommendation

- 1) That Bylaw 8674 for the text amendment of Section 18.24 of Zoning Bylaw 8500, to add McKim Way road setback requirements, be introduced and given first reading.
- 2) That Bylaw 8673 for the rezoning of 9331, 9351, 9371, 9391 and 9411 Odlin Road from "Single Detached (RS1/F)" to "Low Rise Apartment (ZLR24) – Alexandra Neighbourhood (West Cambie), be introduced and given first reading.

Brian J. Jackson, MCIP
Director of Development

BJJ:dj

FOR ORIGINATING DEPARTMENT USE ONLY		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Affordable Housing	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	

Staff Report

Origin

Polygon Development 220 Ltd. has applied to rezone 9331, 9351, 9371, 9391, and 9411 Odlin Road (**Attachment 1**) from Single Detached (R1S/F) to Low Rise Apartment (ZLR24) – Alexandra Neighbourhood (West Cambie) to permit the development of three buildings to contain a total of 358 residential apartment units, including one concierge suite and 16 affordable housing units over one level of underground parking (**Attachment 2**).

As a technical requirement, a text amendment to Zoning Bylaw 8500 is required to include setback requirements to McKim Way. This road is one of the new roads that is to be developed in the Alexandra Area of West Cambie and is currently not included in the ZLR24 zoning.

Findings Of Fact

Please refer to the attached Development Application Data Sheet (**Attachment 3**) for a comparison of the proposed development data with the relevant Bylaw requirements.

Surrounding Development

To the North: Across the future McKim Way:

- A 251 unit, six (6) storey apartment complex over one level of parking and covering three separate buildings at 9388 Cambie Road as part of RZ 07-366342 and zoned “Low Rise Apartment (ZLR22) – Alexandra Neighbourhood (West Cambie)”
- A 259 unit, six (6) storey apartment complex over one level of parking covering four separate buildings at 4008 Stolberg Street as part of RZ 07-380198 and zoned “Low Rise Apartment (ZLR22) – Alexandra Neighbourhood (West Cambie)”.

To the South: Across Odlin Road:

- A 259 unit, four (4) storey apartment complex over one level of parking, covering three separate buildings at 9288 Odlin Road and 9199, 9299 Tomicki Avenue as part of RZ 06-344033 and zoned “Low Rise Apartment (ZLR20) – Alexandra Neighbourhood (West Cambie)”
- A 221 unit, four (4) storey apartment complex over one level of parking, covering two separate buildings at 9340, 9360 and 9400 Odlin Road as part of RZ 09-453123 and zoned “Low Rise Apartment (ZLR24) – Alexandra Neighbourhood (West Cambie)”
- A 228 unit, four (4) storey apartment complex over one level of parking, covering two separate buildings at 9500 Odlin Road as part of RZ 07-408104 and zoned “Low Rise Apartment (ZLR24) – Alexandra Neighbourhood (West Cambie)”.

To the East: Single Family Houses on lots zoned Single Detached (RS1/F) and with the same OCP land use map designation of the subject site.

To the West: Single Family Houses on lots zoned Single Detached (RS1/F) and with the same OCP land use map designation of the subject site.

Related Policies and Studies

Official Community Plan (OCP)

OCP designation: West Cambie Area Plan, Schedule 2.11A.

West Cambie Area Plan

- Residential Area 1 -- 1.50 base FAR (1.70 with density bonusing for affordable housing) Townhouse, low rise apartments (4 storey typical) (**Attachment 4**).
- Character Area 4 – Medium Density Housing.

The applicant is taking advantage of the density bonusing option to increase the density to 1.70 FAR by supplying 16 affordable housing units.

The submitted information for this development complies with the requirements for rezoning within the Area Plan. A detailed review of the project’s form and character, including the site’s landscaping will be conducted during the Development Permit stage when more detailed design information is provided.

Floodplain Management Implementation Strategy

In accordance with the City’s Flood Management Strategy, the minimum allowable elevation for habitable space is 2.6 m GSC. A Flood Plain Covenant is to be registered on title prior to final adoption.

OCP Aircraft Noise Sensitive Development (ANSD) Policy

The site is located in Area 2 of the policy area of the ANSD map and the project is subject to noise mitigation measures and the registration of an Aircraft Noise Sensitive Use Restrictive Covenant prior to final adoption of the rezoning application.

The applicant is also required to retain a registered professional qualified in acoustics to prepare a report that recommends site specific methods of mitigating interior noise levels from external sources such as overhead aircraft and other such noise sources that are generated at Vancouver International Airport. The report should include methods of air cooling in the summer months to avoid having residents to open doors and windows which would make these sound measures irrelevant. Design measures are to keep rooms from exceeding the following noise levels:

Bedrooms	35 decibels
Living, dining, recreation rooms	40 decibels
Kitchen, bathrooms, hallways and utility rooms	45 decibels

This report is to be submitted to the City for review during the Development Permit Stage.

Affordable Housing Strategy/ Density Bonus

The applicant will be providing 16 Affordable Housing Units within the complex. Details of the arrangement are later outlined in this report.

Consultation

This rezoning application complies with the Official Community Plan (OCP). The statutory Public Hearing will provide area residents, businesses and property owners with opportunity to comment on the application.

Public Input

A notice board is posted on the subject property to notify the public of the proposed development. Staff have received no communication from the public in relation to this application. Should this application receive first reading, a public hearing will be scheduled.

Analysis**Part 1 – Bylaw 8674 to amend Zoning Bylaw 8500, Section 18.24 (ZLR24) to add setback requirements for McKim Way**

The current zone identifies road setback requirements for building, allowable projections beyond the setback and for the underground parkade for many of the roads within the Alexandra neighbourhood of the West Cambie area with the exception of McKim Way. As the proposed development is to set land aside for the continued development of this road in accordance with the neighbourhood area plan, the proposed amendment to add these setback measurements is a technical requirement.

Part 2 – Rezoning Bylaw 8673 for a 358 unit residential complex at 9331, 9351, 9371, 9391, and 9411 Odlin Road**Proposed Zoning to Low Rise Apartment – Alexandra Neighbourhood (West Cambie) ZLR24**

The proposed rezoning from RS1/F and ZLR24 represents an increase in density by allowing more residential units on the site. The submitted information is in conformance with the West Cambie Area Plan - Alexandra Neighbourhood in its transformation toward a medium density neighbourhood through the development of low-rise apartment buildings. No amendment is required to the OCP or the Neighbourhood Land Use Map as the subject site is listed as 'Residential Area 1' which allows apartment buildings up to 1.7 FAR (with density bonusing for affordable housing) and up to 4 stories in height.

Phasing

The applicant's proposing this application to be constructed in two phases. The first phase will incorporate the south main building and its 144 residential units in addition to the entire underground parkade, eight (8) affordable housing units, the temporary design for Alexandra Way and the indoor amenity building (including the concierge suite). The second phase will provide the remaining 214 residential units which will include an additional 8 affordable housing units.

Proposed Site Assembly

The applicant has met the minimum lot size requirement of one hectare (1 ha) in accordance with policy. While there were opportunities to acquire more property, the five assembled lots provided ample room for a development proposal of this size.

The applicant has used the site well to integrate the three buildings on the site while adding Alexandra Way to the mix. The proposal may need a small variance to the site coverage as indicated in the ZLR24 zone that will be looked at further in the Development Permit stage.

Transportation and Site Access

The applicant will be dedicating land along the northern edge of the site for the purpose of designing and constructing the future McKim Way in accordance with the neighbourhood plan and to the satisfaction of the Director of Transportation. Frontage improvements along both McKim Way and Odlin Road will be designed and constructed by the developer and will consist of a curb and gutter, boulevard and sidewalk.

Frontage improvements along both McKim Way and Odlin Road are to be integrated with the appearance of the Alexandra Way pedestrian throughway to easily identify the east-west route of the throughway. Details to the improvements are subject to a separate Servicing Agreement.

The mid-block intersection of Odlin Road and Alexandra Way is to be constructed on both sides of the street to provide for a crosswalk across Odlin Road. This will require special design considerations to not only the intersection but to the east-west route of the Alexandra Way thoroughfare to connect the crosswalk in a manner that will resemble the finished appearance of Alexandra Way to provide users with an easy identification of where the route is located to guide users along the throughway. A similar crosswalk on both sides of McKim Way will also need to be constructed.

Vehicular access to and from the site is off both the future McKim Way and Odlin Road to an underground parkade. Access along McKim Way is made possible by the development of Stolberg Street, from a previous application by the Oris Development to the north (RZ 07-366342), where it connects McKim Way to Cambie Road.

The applicant is proposing a parking variance of about 6% will be required at the Development Permit stage. To make up for this shortfall, the applicant has proposed a Transportation Demand Management (TDM) plan that includes the construction of a sidewalk between Garden City Road and Dubbert Street along the south side of Odlin Road. This will have a positive impact on the proposed development as it would improve the walkability connection to the more recent developments that front the south side of Odlin Road to a public transit corridor that runs along Garden City Road.

The applicant is providing sufficient loading bays to the complex. Confirmation to the manoeuvrability of the larger vehicles to and from this bay will be provided at the Development Permit stage.

The applicant has provided ample long term storage for bikes that meet bylaw requirements, however locations for short term parking are under review. The applicant will be supplying short term bike parking information as part of the upcoming development Permit application.

Affordable Housing Strategy

The Affordable Housing Strategy includes specific provisions to establish a density bonus system to encourage the applicant to provide on-site affordable housing units instead of providing a cash-in-lieu payment.

To help encourage development of on-site affordable housing, a density bonus of 0.2 FAR is allowed to an applicant in exchange for 1/3 of this bonus to be designated as low end market rental units through an affordable housing agreement with the City, with the terms of the agreement in perpetuity. The remaining 2/3 of the bonus can be used for market units to help offset the costs of providing the affordable units.

The Affordable Housing Strategy outlines the requirements for low end market rental units as:

Unit Type	Minimum Unit Sizes	Maximum Monthly Rent*	Total Household Annual Income ¹ *
Bachelor	37 m ² (400 ft ²)	\$788	\$31,500 or less
One bedroom	50 m ² (535 ft ²)	\$875	\$35,000 or less
Two bedroom	80 m ² (860 ft ²)	\$1,063	\$42,500 or less
Three bedroom	91 m ² (980 ft ²)	\$1,275	\$51,000 or less

Notes:

¹ Household income may be increased annually by the Consumer Price Index.

* Denotes 2009 amounts.

For the subject application, the applicant is taking advantage of the 0.2 FAR density bonusing that will increase the allowable density from 1.5 FAR to 1.7 FAR. By taking the 1/3 of the 0.2 density bonus, the applicant is to construct and register at least 13,728 ft² of residential floor space within the complex as affordable housing. All are two bedroom units of various sizes. The floor plans (**Attachment 2**) identify which units will be dedicated to affordable housing.

Out of the 358 proposed units, the applicant has identified 16 affordable units that will be spread out amongst the two buildings as follows:

	Unit Type	No. Of Bedrooms	Floor Level	Unit Area	No. Of Units
Phase 1 (South Building and Amenity Building)	G	2	ground floor	869 ft ²	2
	G	2	second floor	869 ft ²	2
	G	2	third floor	869 ft ²	2
	G	2	fourth floor	869 ft ²	1
	Concierge (Amenity Building)	2	second floor	925 ft ²	1
First Phase Total:				7,008 ft²	8
Phase 2 (North Building)	G1	2	ground floor	865 ft ²	1
	G	2	second floor	869 ft ²	1
	G1	2	second floor	865 ft ²	1
	G1	2	third floor	865 ft ²	1
	G1	2	fourth floor	865 ft ²	1
	G2	2	ground floor	853 ft ²	1
	G2	2	second floor	853 ft ²	1
	G2	2	third floor	853 ft ²	1
Second Phase Total:				6,888 ft²	8
Total:				13,896 ft² (13,728 ft ² required)	16

Of the 16 proposed units identified here, 14 are also designated for conversion to allow for universal access for those with limited mobility.

Trees

An Arborist Report and survey plan (**Attachment 6**) was submitted to assess the condition and location of the trees both on the subject site and in the immediate area.

Tree inventory Summary:

- 31 existing individual trees on site. An additional two trees on the neighbouring properties have an impact on this site will require retention and protection.
- Two cedar hedgerows bordering 9371, 9391 and 9411 Odlin Road.

On-site trees

Of the 31 trees on the site, none are to be retained due to their unhealthy condition and/or their location within the development footprint. (**Attachment 6**)

The submitted development drawings show that an underground parkade will cover most of the site that will result in many on-site trees being removed. Grade increases outside of the development footprint would also result in the remaining trees dying off due to the lack of water penetrating the root system. This results in the removal of the tree before the grade changes can occur.

Of the existing trees, eleven (11) are listed in poor condition and are not recommended for retention. Twenty (20) are listed in good condition, but are located within the development footprint or would be affected by the required grade elevation and will need to be removed.

The applicant is to provide replacement trees at a 2:1 replacement ratio. A specific count of how many trees that will need to be planted will be a part of the Development Permit review process.

Amenity Space

The proposal provides for both indoor and outdoor amenity space for its residents and meets Zoning Bylaw requirements.

Outdoor amenity space is provided in a central courtyard between the two buildings and offers an outdoor swimming pool, hot tub, ample lawn areas, an outdoor water feature, children's play area, seating opportunities and internal pathways directing people to and from the courtyards allows access to Alexandra Way. Access to this area is through the main lobbies of each building and at the midway point along Alexandra Way between Odlin Road and McKim Way. More details on landscaping will be provided at the Development Permit review.

Indoor amenities are provided in a separate building just off the south building across from the lobby. The building allows for flexible uses for gathering as well as a concierge suite on the second level. Two guest units are located above the lobby of the south building. A covenant is to be registered on title to specify that the guest suites are to be identified as common area within the strata to prevent the future sale or conversion of these units.

Utilities and Site Servicing

A site servicing review has been conducted by the applicant's Engineering consultant and reviewed by the City's Engineering Department. The applicant is to:

- Provide upgrades to the storm system as identified in the approved capacity analysis to meet City requirements.
- Submit fire flow calculations to meet the City's requirements at the time of applying for Building Permit.
- Upgrade the sanitary sewer along the frontage to City requirements.

Servicing Agreement

The applicant is to enter into a separate servicing agreement prior to rezoning adoption (**Attachment 7**). Works include, but not limited to:

- Road widening and frontage improvements to both Odlin Road and the continuation of McKim Way to City standards. In addition, these improvements are to incorporate design improvements in conjunction with the final appearance of Alexandra Way when it directs users along the east-west direction of these roads.
- Install mid-block crosswalks on both sides of Odlin Road and McKim Way as part of the Alexandra Way throughway.
- Road design along McKim Way is to be coordinated with the offsite works completed with the development site to the north (RZ 07-336342 and RZ 07-380198).
- The frontage improvements of McKim Way is to be completed with road infrastructure extensions as appropriate to facilitate its further extensions to the west.
- Design and construct an interim north-south portion of Alexandra Way, including intersection improvements at the intersection of both Odlin Road and McKim Way.
- Provide a ultimate design of Alexandra Way.

Local Area Development Cost Charges (DCC)

The implementation of the Alexandra Area has some unique challenges given the current state of the neighbourhood, mainly in regards to the lack of services in the immediate area. As part of the implementation of the Area Plan, Local Area DCC fees were established to help offset the costs of providing appropriate infrastructure to the increased density the approved Area Plan has in store. These fees are a supplement to the city-wide DCC program.

Alexandra Neighbourhood Development Agreement

In accordance with the West Cambie Alexandra Neighbourhood Development Agreement, the applicant will be making a contribution of \$1,836.72 per unit (plus applicable interest) towards the total cost of infrastructure upgrades to the neighbourhood. Payment is due prior to the issuance of the Building Permit.

Advisory Design Panel and Proposed Development Permit (DP 09-453125)

The proposal was presented to the Advisory Design Panel (ADP) at the September 22, 2010 meeting for a preliminary review. **Attachment 5** outlines the Panel's comments as well as the Architect's reply in addressing the comments. Overall, the panel supports the direction the project is taking.

Alexandra's Liveability Guidelines

In addition to guidelines regulating design standards within the West Cambie Area Plan-Alexandra Neighbourhood, the provision of an integrated social infrastructure is a requirement of the Area Plan. The Plan requires development proposals to respond to elements of well-being and liveability articulated in the guidelines.

Childcare

The City of Richmond's Child Care Policy is included in the Official Community Plan (OCP); access to affordable, flexible, quality childcare is a priority. In response, the developer proposes a voluntary contribution toward the provision of childcare facilities at a rate of \$0.60/ft² based on the maximum floor area ratio (FAR) (\$210,040.00) in accordance with Council Policy 5044 (West Cambie-Alexandra Interim Amenity Guidelines).

Public Art

In response to the City's commitment to the provision of Public Art, the developer is considering providing a piece of public art to the site. The option is to provide a voluntary contribution at a rate of approximately 0.5% of total development costs to secure participation in the program. This amount comes to \$210,040.00 for the entire project and is payable prior to the adoption of the rezoning application.

Community and Engineering Planning Costs

To assist in paying for community planning and engineering costs to plan community land use, services and infrastructure, the developer proposes to provide a voluntary contribution based on a rate of \$0.07 /ft² based on maximum FAR (\$24,505.00) in accordance with Council Policy 5044 (West Cambie-Alexandra Interim Amenity Guidelines).

City Public Realm Beautification

To assist in paying for City beautification works, such as High Street landscaping, public realm, walkways, plazas, and feature landscaping, the developer proposes to provide a voluntary contribution based on a rate of \$0.60/ft² based on maximum FAR (\$210,040.00) in accordance with Council Policy 5044 (West Cambie-Alexandra Interim Amenity Guidelines). As the applicant will be supplying a design for the fully complete portion of Alexandra Way, the cost of this engineering design work can be incorporated into this payment as determined by the Director of Development.

Universal Access

To assist in assuring that aging in place is an option for residents of the Alexandra area, the applicant is supplying 162 out of the 358 units for conversion to allow universal access in accordance with the Basic Universal Housing Features as defined in the Zoning Bylaw. Some of the items that are included during the construction are:

- providing wider doors to facilitate wheelchair movement through the unit.
- installing additional blocking for future installation of grab bars.
- ensure greater clearances for easier access to bathroom fixtures.

To help compensate, the Zoning Bylaw allows for an additional 20ft² per unit to be excluded from the FAR calculations.

Alexandra's Building Sustainability Guidelines

Similar to the Liveability Guidelines articulated above, the applicant has incorporated a response to the neighbourhood plans commitment to long-term environmental sustainability.

District Energy System (DES)

The City encourages efforts to implement environmentally responsible services. Areas of interest include the Alexandra area of West Cambie where infrastructure to support a District Energy System is being proposed by the City. The developer has agreed to design, build and connect this project to a City run DES once the service is available. This signifies one of the first rezoning applications in the West Cambie Area to agree to connect into the District Heating and Cooling system once it is available.

Sustainability Features

- Inclusion of water saving faucets and Energy Star appliances.

- Building efficiency measures (increased insulation ratings, weather stripping, incorporation of LED light fixtures).
- Conscientious on-site storm water management (landscaping plant selection).
- Controllable systems (individual room temperature control).
- Low-emitting materials (selective use of water based paints and low VOC interior paints).
- Construction waste management (management of supplier and trades waste) will be provided at the time of making Building Permit application.
- Provisions to support alternative transportation is provided by the construction of Alexandra Way along the western edge of the property.

Alexandra Way Walkway

Development of Alexandra Way is a significant feature of the West Cambie Area Plan – Alexandra Neighbourhood and is intended to promote and facilitate accessibility and the movement of pedestrians, cyclists and wheelchairs, through West Cambie by a landscaped walkway. The Land Use Map (**Attachment 4**) identifies the conceptual location of Alexandra Way which is shown as bisecting through the neighbourhood. It is understood that the actual location of the Walkway can be adjusted based on the amount of land assembled for each project and to make the land use and building layout patterns more efficient. City staff work with developers to determine how the path can best be located. In this case, it is proposed that the Walkway run between development projects in a north-south direction, connecting at both ends to the streets that run east-west, all while maintaining the original intent and appearance of the Walkway. This approach works and provides flexibility to future land assembly for development projects.

As articulated in the area plan, Alexandra Way will be a privately owned publicly accessible statutory right-of-way (PROP). As a condition of rezoning, the applicant is required to register a 5.0 meter PROP along the western edge of the subject property. In addition, the PROP is to widen at both ends of Alexandra Way, resulting in a wider PROP at both ends of the block to allow for greater visibility and access to the corridor. This extra width is reflected in the Land Use Map in **Attachment 4** where circles represent the widening of the walkway when it intersects the road, and is intended to provide design enhancements at the end of each block to act as a welcoming gateway. In addition, appropriate signage to indicate the permanent nature of this PROP at each end of the block will be a condition of rezoning.

The implementation of the walkway in this case will be for this developer to contribute half of the required width along the western edge of the site. The developer will design and construct a temporary path along the western edge in addition to the registration of a PROP to allow public access. The applicant is to also provide a final design that will incorporate the eastern edge of the site directly to the west to give direction for the full and complete construction of the path when the assemble of sites to the west is ready for redevelopment.

The design of this section of Alexandra Way was undertaken in conjunction with the applicant's Landscape Architect and City Parks and Planning staff. The Development Permit application will identify the temporary appearance of the walkway that will be constructed to allow public use.

The applicant has undertaken an interim design of Alexandra Way between Odlin Road and McKim Way on the submitted landscape plan (**Attachment 2**). Although this is to be a temporary design the combination of landscaping elements and a pathway will introduce a welcoming, safe pathway for users that facilitates both movement within the neighbourhood and creates a space at the mid-way point for resting and interaction.

Overall, the proposed interim design of Alexandra Way meets the design intent of the neighbourhood plan while meeting the functional purpose of the development.

Development Permit

A separate Development Permit application has been applied for (DP 09-453125). Staff are working with the applicant on the following items:

1. Design of the interim and final design of the Alexandra Way thoroughfare. These designs are to include:
 - a) Connection with the units fronting the throughway;
 - b) Connection with the access to the central courtyard;
 - c) Intersection design at both Odlin Road and McKim Way;
 - d) Frontage improvements to and from the intersection to the crosswalk; and
 - e) The crosswalk across Odlin Road and McKim Way.
2. Overall appropriateness of the landscaping plan – in particular the central amenity area and courtyard.
3. Adjust the underground parking stall configuration to meet the stall width of a small car to 2.3 meters.
4. Provide an illustration to show the manoeuvrability of SU9 vehicles to and from the loading bays.
5. Design of a child's play area within the outdoor amenity area.
6. Overall appropriateness to the form and character of the buildings and the interaction to the street.
7. Appearance of the building along McKim Way to address design issues at the intersection of Stolberg Street and McKim Way

Financial Impact

None expected.

Conclusion

The proposed 358 unit apartment complex meets the requirements of the OCP through its Neighbourhood Plan which includes sixteen units of affordable housing over one level of underground parking and will be the first development in the West Cambie area to agree to connect to the City's District Energy system. A variance to the parking regulations and to the building's site coverage will need to be completed at the Development Permit stage, but otherwise the project meets the requirements of the Zoning Bylaw.

The design requirements meet the character of the neighbourhood and staff are confident the outstanding conditions will be met prior to final adoption, and therefore recommend that rezoning application RZ 10-537689 proceed to first reading.

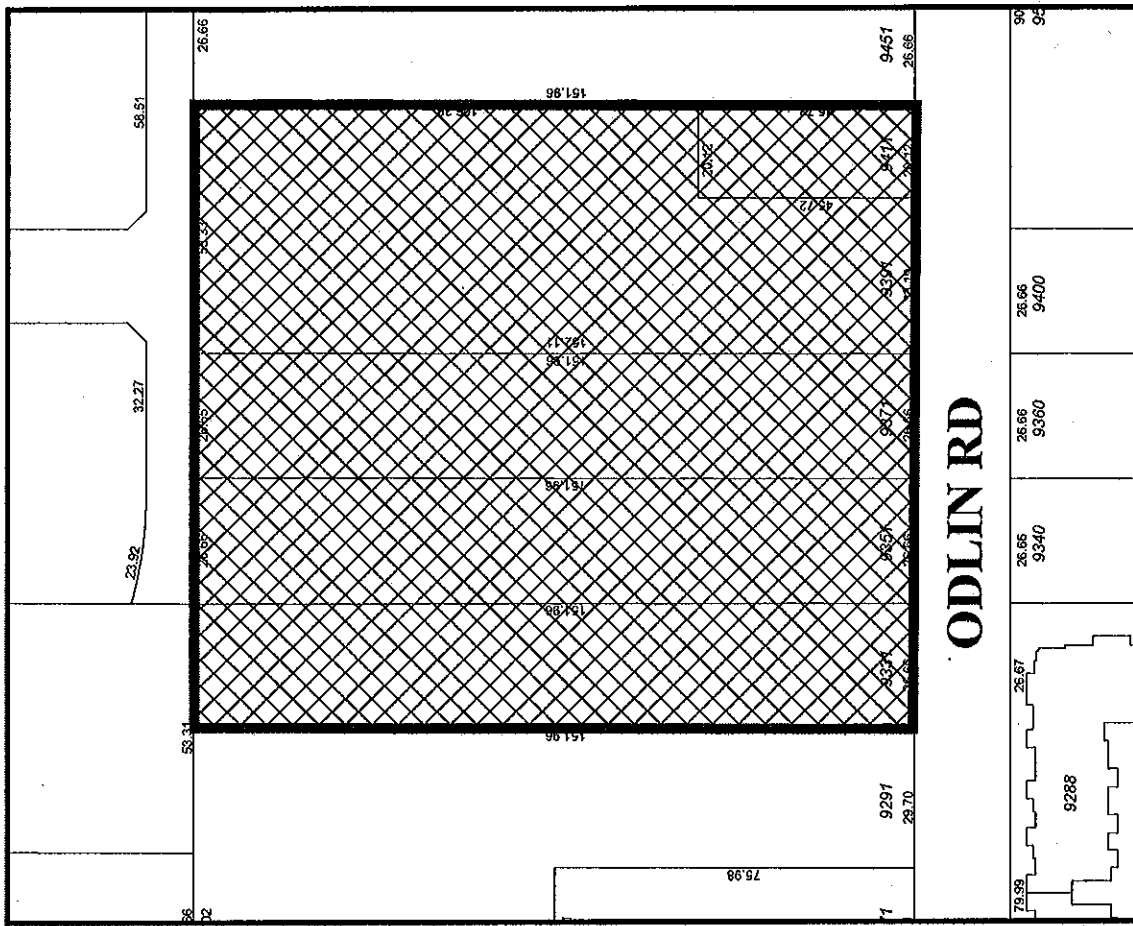


David Johnson
Planner
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3059548

DJ:cas

List of Attachments

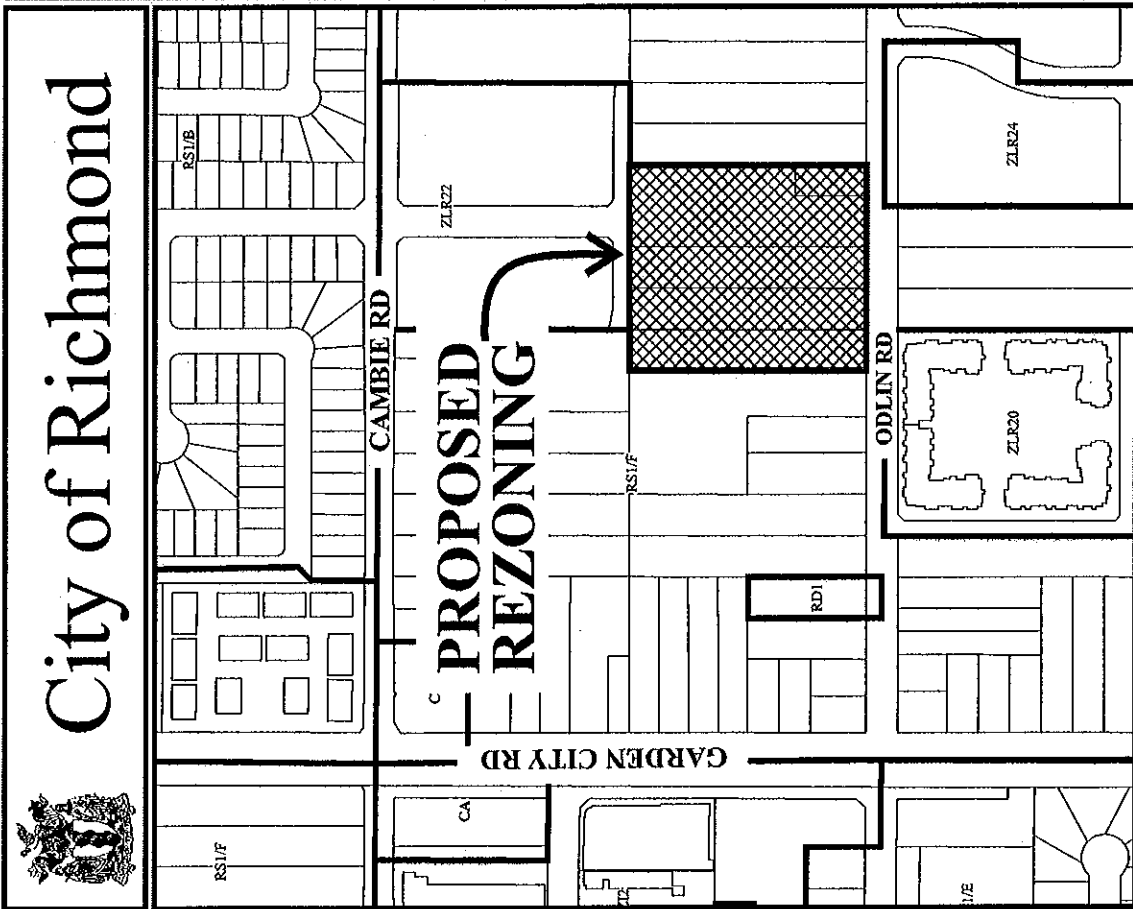
- Attachment 1 Location Map, Zoning Site Map, Site Context and Aerial View of the Site
- Attachment 2 Preliminary Architectural Drawings (Site plan, Elevations)
- Attachment 3 Development Application Data Sheet
- Attachment 4 West Cambie - Alexandra Area Land Use Map
- Attachment 5 Advisory Design Panel Comments and the applicant's response from the September 22, 2010 meeting of the Advisory Design Panel
- Attachment 6 Arborist Report - Tree Survey Plan
- Attachment 7 Conditional Rezoning Requirements



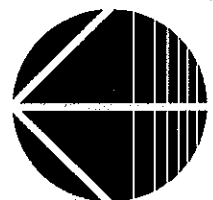
Original Date: 07/22/10

Revision Date:

Note: Dimensions are in METRES



RZ 10-537689





CAMBIE RD

**SUBJECT
PROPERTY**

GARDEN CITY RD

ODLIN RD



RZ 10-537689

Original Date: 07/22/10

Amended Date:

Note: Dimensions are in METRES

MAYFAIR PLACE

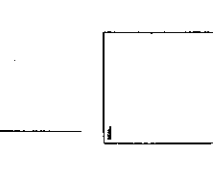
PROPOSED CONDOMINIUM DEVELOPMENT

ISSUED FOR REZONING OCTOBER 19 2010

FOR INFORMATION ONLY: THIS PROJECT IS SUBJECT TO THE REVIEW AND APPROVAL OF THE CITY OF RICHMOND. THE CITY ENGINEER'S OFFICE IS NOT PROVIDING ANY GUARANTEE OR WARRANTY FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREIN.

DATE:	10/19/2010
PROJECT:	MAYFAIR PLACE
CLIENT:	UNIVERSAL DESIGN GROUP

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POLYGON

MAYFAIR PLACE
9331 to 9341 Odlin Road
Richmond BC

COVER SHEET & STATISTICS

MAYFAIR PLACE Development Summary

SITE AREA (GROSS)	2,077 sq. ft.	20,267.72 sq. ft.	218,167.13 sq. ft.
ROAD DEDICATIONS	1,171.61 sq. ft.	12,245.57 sq. ft.	295,921.41 sq. ft.
SITE AREA (NET)	1,905.46 sq. ft.	19,136.12 sq. ft.	188,945.72 sq. ft.
PERMITTED BASE FAK	1.5	28,695.18 sq. ft.	310,640.90 sq. ft.
AFFORDABILITY BONUS	0.2	3,836.03 sq. ft.	41,477.03 sq. ft.
PERMITTED FAK	1.7	32,531.21 sq. ft.	352,117.93 sq. ft.
REMOVED FAK	1.68	32,212.87 sq. ft.	346,970.80 sq. ft.
PERMITTED COVERAGE	45%	6,008.55 sq. ft.	64,647.23 sq. ft.
SITE COVERAGE	46.4%	6,813.77 sq. ft.	72,661.00 sq. ft.
USE SUMMARY			
Building 1A	6,552.24 sq. ft.		70,695.40 sq. ft.
Building 1B	6,556.69 sq. ft.		70,613.20 sq. ft.
Building 2A	7,235.50 sq. ft.		77,388.50 sq. ft.
Building 2B	6,715.25 sq. ft.		72,236.78 sq. ft.
Concourse	45.53 sq. ft.		485.00 sq. ft.
Catwalkway	96.57 sq. ft.		1,043.83 sq. ft.
subtotal			250,007.90 sq. ft.
UNIVERSAL DESIGN EXEMPTION	143 units	20 sq. ft. per accessible unit	2,860.00 sq. ft.
NET FLOOR AREA	32,312.87 sq. ft.		346,747.80 sq. ft.
PERMITTED AMBUNITY	0.1	1,913.01 sq. ft.	20,595.16 sq. ft.
PERMITTED AMBUNITY	0.054	684.19 sq. ft.	7,275.24 sq. ft.
UNIT COUNT	359 TOTAL UNITS (including concourses)		
REQUIRED PARKING	142 units x 1.5 sq. ft. per required parking space = 213 sq. ft.		
PROPOSED PARKING	259 Total Units x 0.2 Vehicle Storage Units per Available Unit = 51.8 sq. ft.		
TOTAL STALLS REQUIRED			
Proposed Resident Units			
Proposed Visitor Units			
Proposed Storage Units			
Proposed Concierge Units			
Proposed Security Units			
Proposed Maintenance Units			
Proposed Other Units			
Proposed Total Units			
Proposed Total Units			
Proposed Total Units			
Proposed Total Units			

Name	Type	Size	3d Bl. Area	Count	% of Total	Total Area sq. ft.
A	1 Bedroom	651 sq. ft.	5	1	0.1%	651.00
B	2 Bedroom	758 sq. ft.	17	68	18.9%	12,886.00
C*	2 Bedroom, 1 Bath (firewall)	772 sq. ft.	1	4	1.1%	3,088.00
D*	2 Bedroom wall	818 sq. ft.	15	16	4.5%	13,068.00
E*	2 Bedroom wall (firewall)	829 sq. ft.	1	4	1.1%	3,316.00
F	2 Bedroom single	911 sq. ft.	14	59	16.4%	14,754.00
G	2 Bedroom double	951 sq. ft.	3	7	2.0%	6,657.00
H	2 Bedroom (firewall)	957 sq. ft.	2	6	1.7%	5,742.00
I	2 Bedroom (firewall)	1,010 sq. ft.	4	20	5.6%	20,200.00
J	2 Bedroom (firewall)	1,010 sq. ft.	4	16	4.5%	16,160.00
K	2 Bedroom wall (firewall)	1,010 sq. ft.	1	4	1.1%	4,040.00
L	2 Bedroom corner	1,010 sq. ft.	1	4	1.1%	4,040.00
M	2 Bedroom corner	1,010 sq. ft.	1	4	1.1%	4,040.00
N	2 Bedroom corner	1,010 sq. ft.	1	4	1.1%	4,040.00
O	2 Bedroom	1,143 sq. ft.	1	4	1.1%	4,572.00
P	2 Bedroom	1,143 sq. ft.	1	4	1.1%	4,572.00
Q	2 Bedroom corner	1,143 sq. ft.	2	8	2.2%	9,144.00
R	2 Bedroom corner	1,143 sq. ft.	2	8	2.2%	9,144.00
S	2 Bedroom (firewall)	1,143 sq. ft.	1	4	1.1%	4,572.00
T	2 Bedroom (firewall)	1,143 sq. ft.	1	4	1.1%	4,572.00
CONCRETE	2 Bedroom (firewall)	971 sq. ft.	0	0	0.0%	0.00
TOTAL				90	25.9%	315,019.00

PROJECT TEAM:

OWNER: UNIVERSAL DESIGN GROUP
1000 WEST 10TH AVENUE
SUITE 100
RICHMOND, BC V6V 1C5
TEL: 604.273.1234
WWW.UDGARCHITECTURE.COM

ARCHITECT: ROA
204 - 2338 COLUMBIA STREET
VANCOUVER, BC V6J 1V5
TEL: 604.681.4241
WWW.ROA.CA

ENGINEER: POLYGON
204 - 2338 COLUMBIA STREET
VANCOUVER, BC V6J 1V5
TEL: 604.681.4241
WWW.POLYGONARCHITECTURE.COM

DRAWINGS LIST:

NO.	DESCRIPTION	SCALE	DATE
A00	COVER SHEET & STATISTICS		
A10	SITE PLAN	1/32" = 1' 0"	SEPT 15 10
A11	IMMEDIATE PLAN	1/32" = 1' 0"	SEPT 15 10
A12	BUILDING 1 FIRST FLOOR PLAN	1/32" = 1' 0"	SEPT 15 10
A13	BUILDING 1 SECOND FLOOR PLAN	1/32" = 1' 0"	SEPT 15 10
A14	BUILDING 1 THIRD FLOOR PLAN	1/32" = 1' 0"	SEPT 15 10
A15	BUILDING 1 FOURTH FLOOR PLAN	1/32" = 1' 0"	SEPT 15 10
A16	BUILDING 2 FIRST FLOOR PLAN	1/32" = 1' 0"	SEPT 15 10
A17	BUILDING 2 SECOND FLOOR PLAN	1/32" = 1' 0"	SEPT 15 10
A18	BUILDING 2 THIRD FLOOR PLAN	1/32" = 1' 0"	SEPT 15 10
A19	BUILDING 2 FOURTH FLOOR PLAN	1/32" = 1' 0"	SEPT 15 10
A20	AMBUNITY ELEVATIONS	1/32" = 1' 0"	SEPT 15 10
A21	BUILDING ELEVATIONS	1/32" = 1' 0"	SEPT 15 10
A22	BUILDING ELEVATIONS	1/32" = 1' 0"	SEPT 15 10
A23	BUILDING ELEVATIONS	1/32" = 1' 0"	SEPT 15 10
A24	AMBUNITY ELEVATIONS	1/32" = 1' 0"	SEPT 15 10

BUILDING AREA SUMMARY

BUILDING	GROSS FLOOR AREA	NET FLOOR AREA
BUILDING 1A	17,282.24 sq. ft.	17,282.24 sq. ft.
BUILDING 1B	17,282.24 sq. ft.	17,282.24 sq. ft.
BUILDING 2A	17,282.24 sq. ft.	17,282.24 sq. ft.
BUILDING 2B	17,282.24 sq. ft.	17,282.24 sq. ft.
BUILDING 2C	17,282.24 sq. ft.	17,282.24 sq. ft.
TOTAL	86,449.20 sq. ft.	86,449.20 sq. ft.

CIVIC ADDRESS: 9331, 9351, 9371, 9391, 9411 ODLIN ROAD, RICHMOND BC
 LEGAL ADDRESS: Lot E1/2-24, Lot W1/2-23, Lot E1/2-23, Plan 1224, Suburban Block A;
 Lot 31 and Lot 30, Plan 21425;
 All of Section 34, Block 5 North, Range 6 West, N.W.D.

CONTRACTOR WARRANTS THAT THE INFORMATION SHOWN ON THIS PLAN WAS OBTAINED FROM THE RECORD DRAWINGS AND PLANS AND THAT THE INFORMATION IS CORRECT AND COMPLETE AND THAT THE CONTRACTOR HAS OBTAINED ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND THAT THE CONTRACTOR IS NOT PROVIDING ANY WARRANTIES OTHER THAN THOSE SPECIFICALLY STATED ON THIS PLAN AND THAT THE CONTRACTOR IS NOT PROVIDING ANY WARRANTIES OTHER THAN THOSE SPECIFICALLY STATED ON THIS PLAN.



REVISIONS
NO. DATE DESCRIPTION

PROJECT: MAYFAIR PLACE
CLIENT: [REDACTED]
SCALE: 1:1000
DATE: 2024-09-23



RCA
Robert Chouh Infrastructure Inc.
200 - 2599 Columbia Street
Calgary, Alberta T2C 5Y7
Tel: (403) 887-4641
www.rca-ai.com



MAYFAIR PLACE
9337 16 Street, Okotoks, Alberta
T1S 2A2

DATE: 2024-09-23
DRAWN BY: [REDACTED]
CHECKED BY: [REDACTED]
SCALE: 1:1000
PROJECT: MAYFAIR PLACE

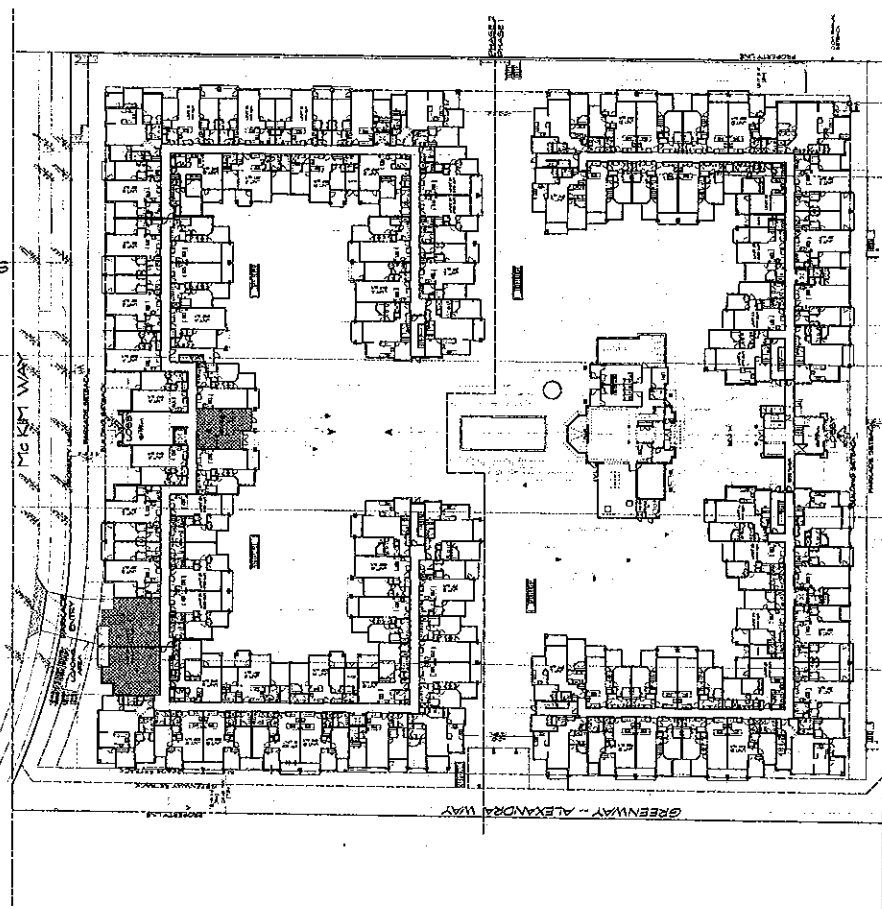
MAYFAIR PLACE
Development Summary

SITE AREA (GROSS) 2,027.74 m²
 ROAD REVISIONS 2,616.71 sq ft
 ROAD SIDEWALKS 12,245.52 sq ft
 SITE AREA (NET) 202,321.61 m²
 PERMITTED BASE FAR 1.91 FAR
 AFFORDABILITY BONUS 0.2
 PERMITTED FAR 1.77

PROPOSED FAR 1.08
 PERMITTED COVERAGE 45 %
 46.4 %
 FAR SUMMARY:
 Building 1A
 Building 1B
 Building 2A
 Building 2B
 Building 2C
 Garages

UNIVERSAL DISCHARGE EXEMPTION 20 sq ft (9.00 sq ft)
 NET FLOOR AREA 32,214.73 m²
 PERMITTED AMENITY 0.1
 PROPOSED AMENITY 0.14
 UNIT COUNT 258 TOTAL UNITS (including coverage)

REQUIRED PARKING
 142 Units x 1.5 (Single) Units required
 16 Units x 1.0 (Single) Units required
 TOTAL STALLS REQUIRED 261
 Proposed Resident Stalls = 261 stalls
 Proposed Visitor Stalls = 51 stalls
 TOTAL STALLS PROVIDED = 312 stalls
 SMALL ON-SITE SPACES PROVIDED = 114 stalls
 ACCESSIBLE SPACES = 11 (11 REQUIRED = 7%)



ODLIN ROAD

STOLBERG STREET

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NO.	REVISION	DATE
1	ISSUED FOR PERMITTING	2018.05.15
2	ISSUED FOR PERMITTING	2018.05.15

NO.	REVISION	DATE
1	ISSUED FOR PERMITTING	2018.05.15
2	ISSUED FOR PERMITTING	2018.05.15



BCA
BALFOUR BEATTY ARCHITECTURE INC.
 200 - 2222 Columbia Street
 Vancouver, BC V6L 4R1
 Tel: (604) 687-4611
 Email: admin@polygonarchitecture.com

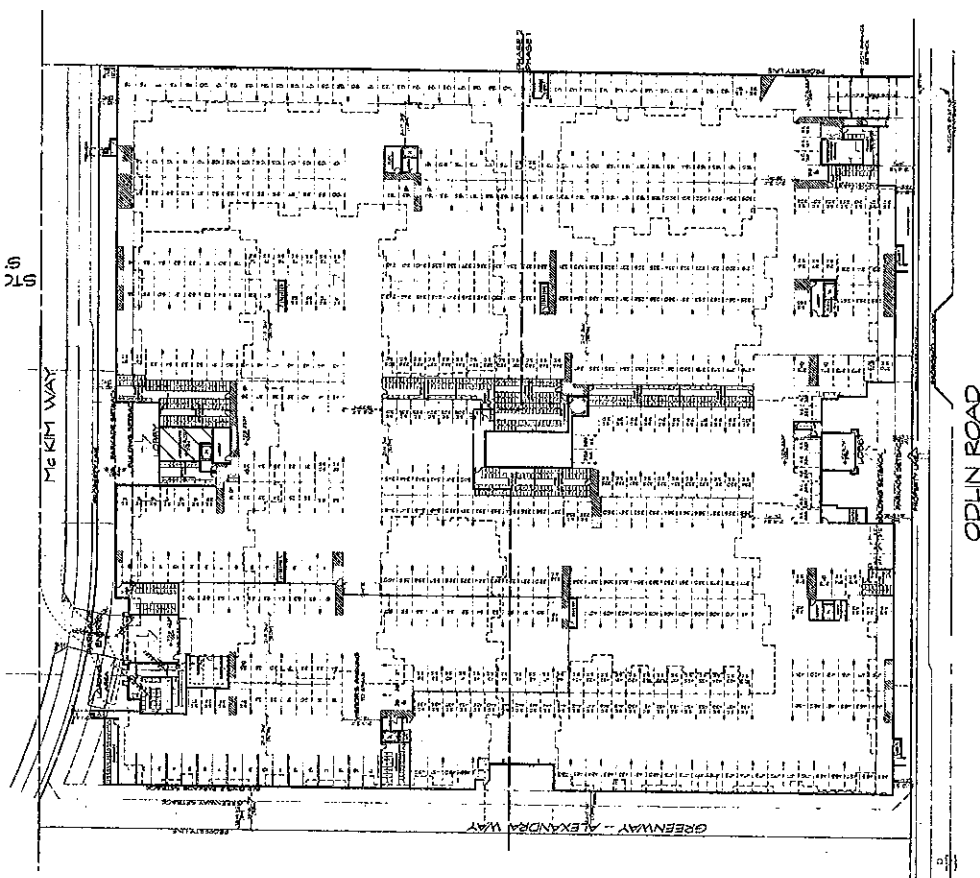
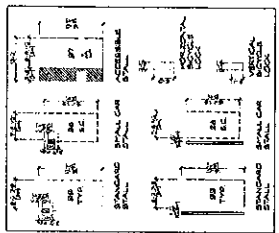


MAYFAIR PLACE
 5931 to 5941 Oak Road
 Richmond BC

NO.	REVISION	DATE
1	ISSUED FOR PERMITTING	2018.05.15
2	ISSUED FOR PERMITTING	2018.05.15

PARKADE PLAN
 Scale: 1/8" = 1'-0"
 Project: A11

MAYFAIR PLACE PARKING SUMMARY	
REQUIRED PARKING	342 Units x 1.5 Stalls/Unit required = 513 stalls 16 Units x 1.0 Stalls/Unit required = 16 stalls 120 Units x 0.5 Stalls/Unit required = 60 stalls TOTAL STALLS REQUIRED = 589 STALLS
PROPOSED PARKING	Required Visitor Stalls = 450 stalls Proposed Visitor Stalls = 272 stalls TOTAL STALLS PROVIDED = 722 STALLS Small Car Spaces Provided = 74 stalls Small Car Spaces Proposed = 74 stalls Accessible Spaces = 11 (11 REQUIRED - 0N) Units With 2 Parking Stalls = 132 Units = 41%
PARKING VARIANCE	Required Stalls = 589 stalls Proposed Stalls = 722 stalls Variance = 133 stalls = 22.6%
BIKE LOCKERS	Required Bike Lockers = 448 lockers Proposed Bike Lockers = 449 lockers Required All-Grade Visitor Bike Stalls = 72 stalls Proposed All-Grade Visitor Bike Stalls = 72 stalls



CONTRACTOR SHALL VERIFY THE EXISTING AND NOTED DIMENSIONS AND LOCATIONS OF ALL UTILITIES AND MAKE APPROPRIATE ADJUSTMENTS TO THE DESIGN TO AVOID ANY COLLISIONS. CONTRACTOR SHALL VERIFY THE EXISTING AND NOTED DIMENSIONS AND LOCATIONS OF ALL UTILITIES AND MAKE APPROPRIATE ADJUSTMENTS TO THE DESIGN TO AVOID ANY COLLISIONS.

DATE: 11/15/2023

SCALE: 1/8" = 1'-0"

PROJECT: BUILDING 1A & 1B

REVISION:

NO. DATE DESCRIPTION



RCA
Robert Cavalier Architects Inc.
200 - 2318 Columbia Street
Vancouver, BC V6J 1Y5
Canada
Tel: (604) 684-7441
admin@robertcavalier.com



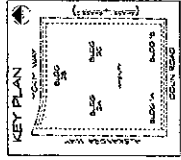
POLYGON

MAYFAIR PLACE

8831 to 9411 Oak Ridge Road
Richmond BC

DATE: 11/15/2023	SCALE: 1/8" = 1'-0"
PROJECT: BUILDING 1A & 1B	
DRAWING: MAIN FL. PLAN	

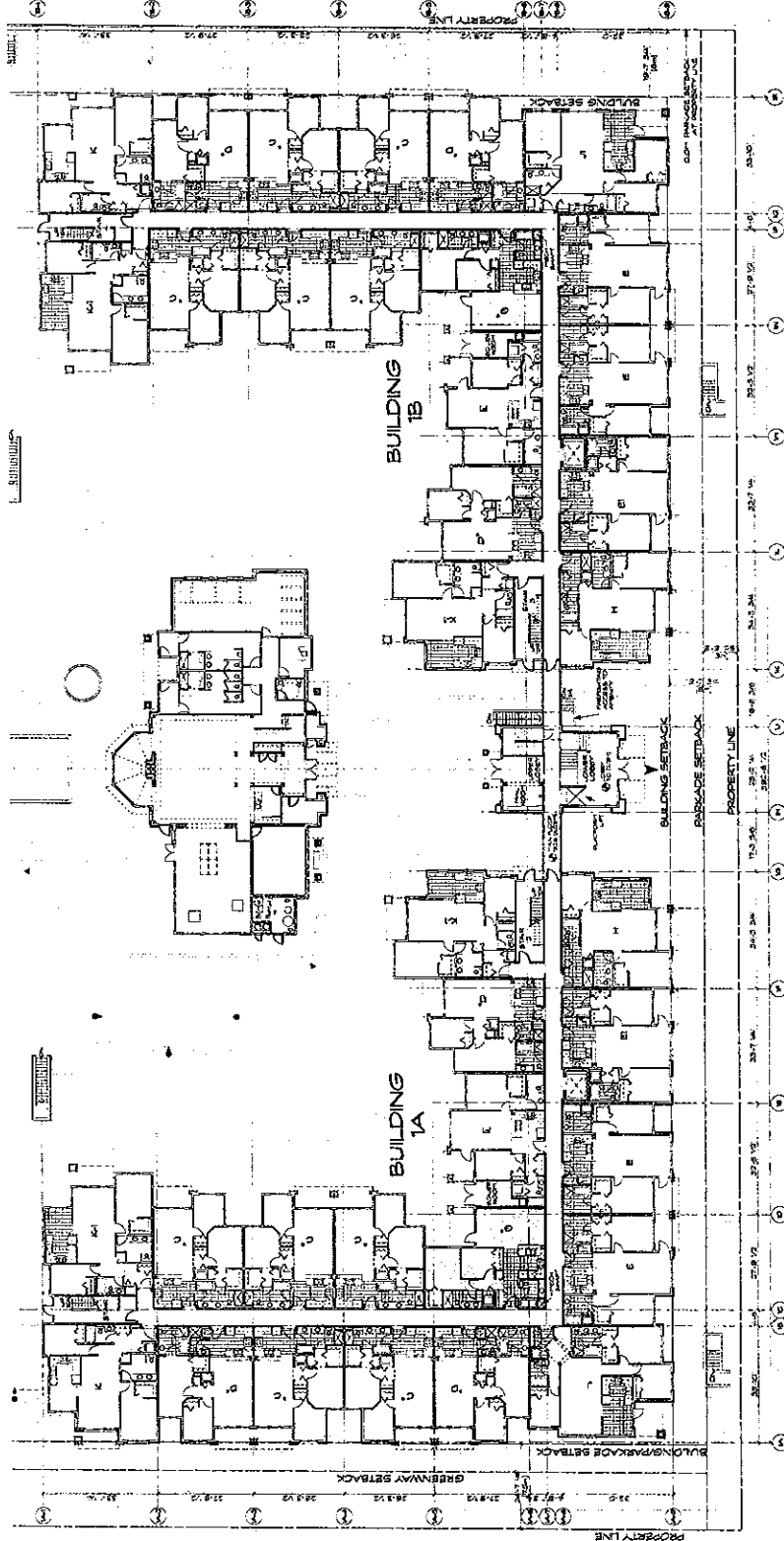
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-	A2.11



LEGEND

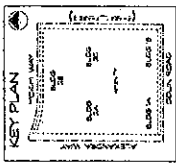
HATCHED AREA DENOTES APPROXIMATE UNIT

* CIRCLED UNIT (REFER TO UNITS PLANS)



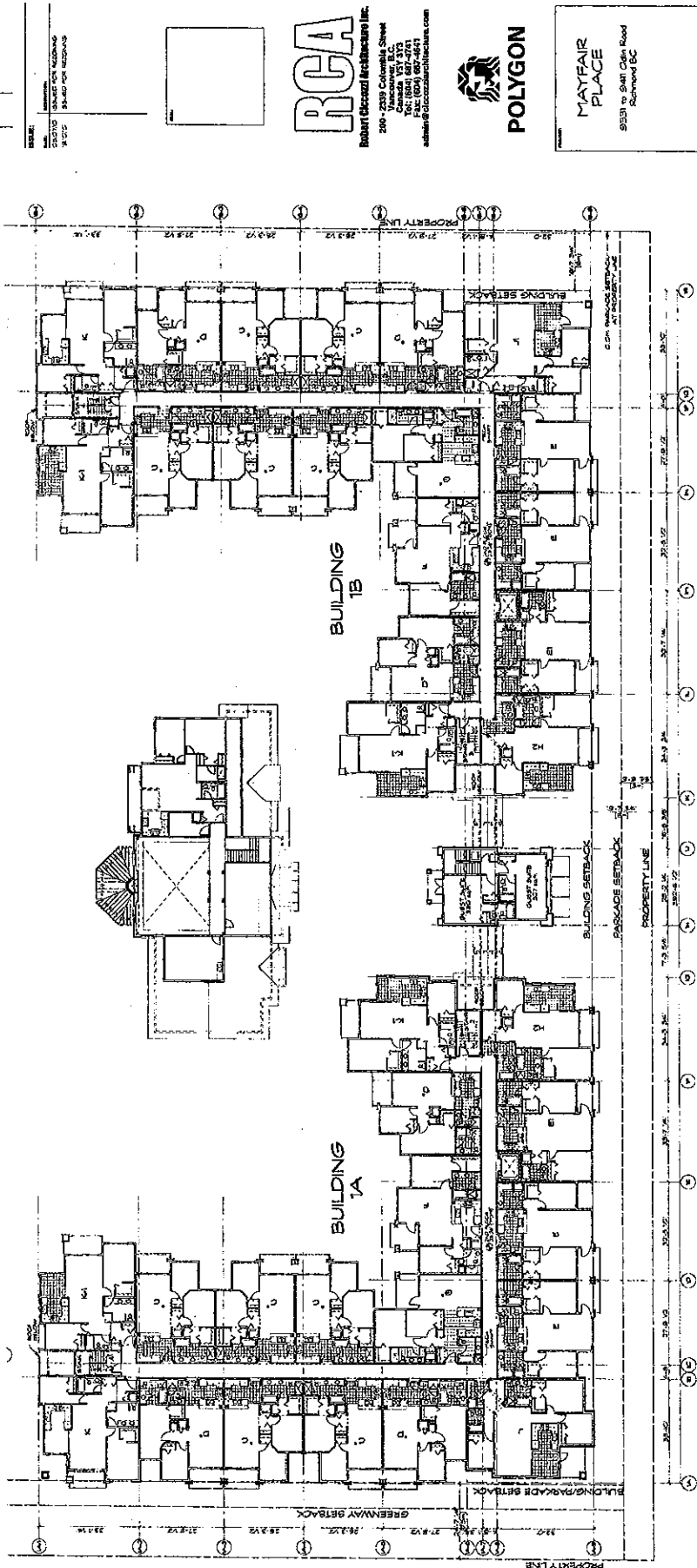
PH-46 (11/15/2023) (1/8" = 1'-0") (A2.11)

CONTRACTOR RECEIVES THIS DRAWING ONLY FOR THE PROJECT AND SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE RECORD DRAWINGS AND FIELD SURVEY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE RECORD DRAWINGS AND FIELD SURVEY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE RECORD DRAWINGS AND FIELD SURVEY.



LEGEND

- HATCHED AREA DENOTES APPLICABLE UNIT
- * DENOTES UNIT (REFERS TO UNIT PLANS)



PCOA
Robert Chazotte Architecture Inc.
280 - 2539 Columbia Street
Vancouver, B.C.
V6L 1A6
Tel: (604) 687-2771
Fax: (604) 687-4651
www.robertchazotte.com



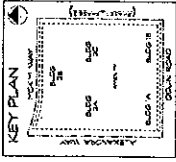
MAYFAIR PLACE
8931 to 9041 Glen Road
Richmond BC

BUILDING 1A & 1B
2nd FL. PLAN

A2.12

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DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 PROJECT: _____



LEGEND

HATCHED AREA DENOTES APPROACHABLE UNIT

* DENOTES LOT UNIT (REFER TO LOTS PLANS)

REVISIONS

NO.	DATE	DESCRIPTION
1	01/15/2024	ISSUED FOR RECORD

RCA

200 - 239 Columbia Street
 Vancouver, B.C.
 Tel: (604) 877-4741
 Fax: (604) 877-4841
 info@rcacorp.com

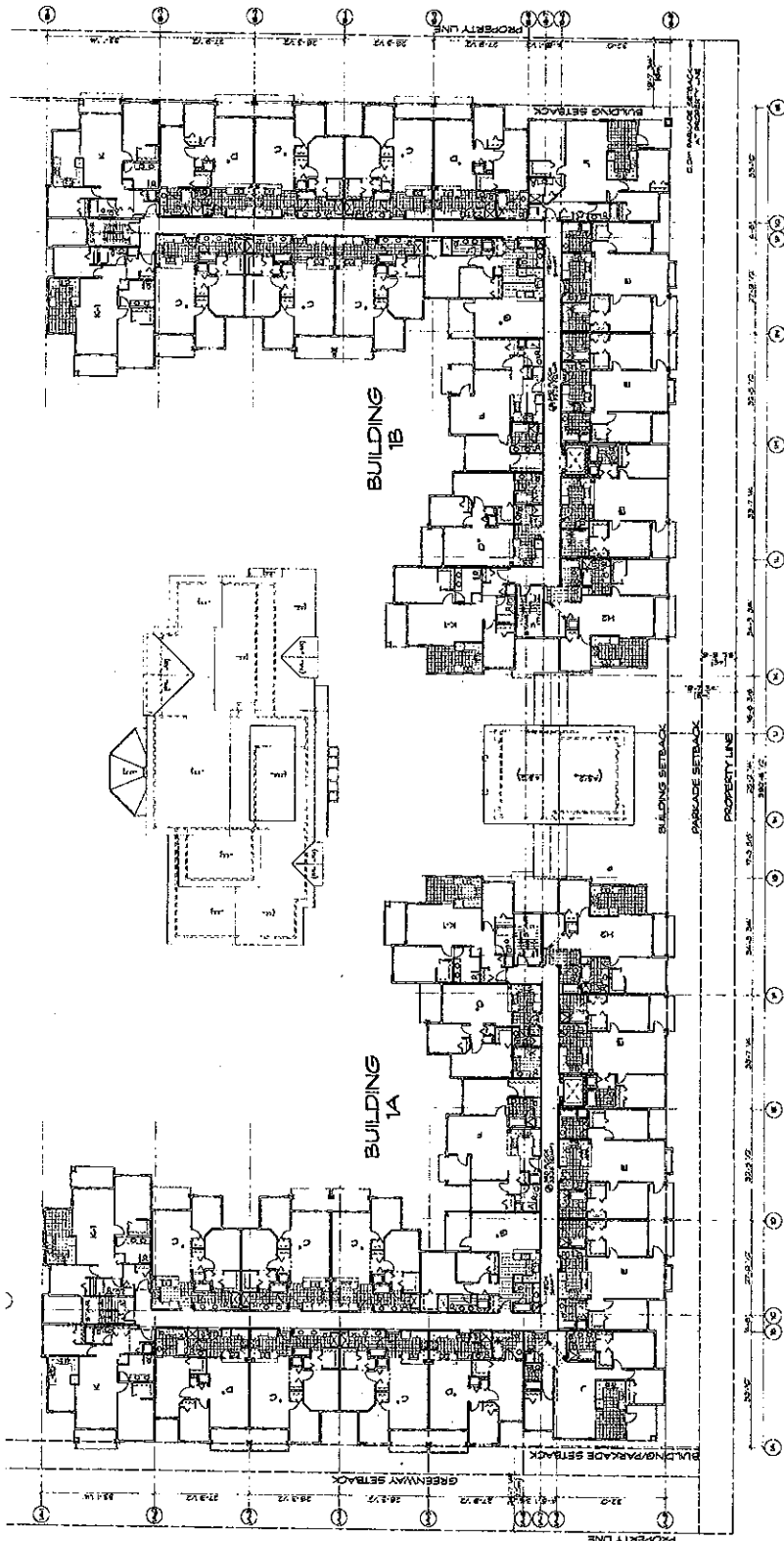


MAYFAIR PLACE

9331 16 Street Olds Road
 Richmond BC

DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 PROJECT: _____

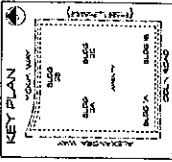
PROJECT: _____
 SHEET: _____
 TOTAL SHEETS: _____



CONTRACTOR SHALL VERIFY THE DIMENSIONS OF ALL EXISTING WALLS, WINDOWS AND DOORS TO BE RELOCATED OR REMOVED AND REPORT TO THE ARCHITECT IMMEDIATELY UPON DISCOVERY OF ANY DISCREPANCIES. THE ARCHITECT SHALL BE RESPONSIBLE FOR VERIFYING THE DIMENSIONS OF ALL EXISTING WALLS, WINDOWS AND DOORS TO BE RELOCATED OR REMOVED. THE ARCHITECT SHALL BE RESPONSIBLE FOR VERIFYING THE DIMENSIONS OF ALL EXISTING WALLS, WINDOWS AND DOORS TO BE RELOCATED OR REMOVED.

SECTION: _____

DATE: _____

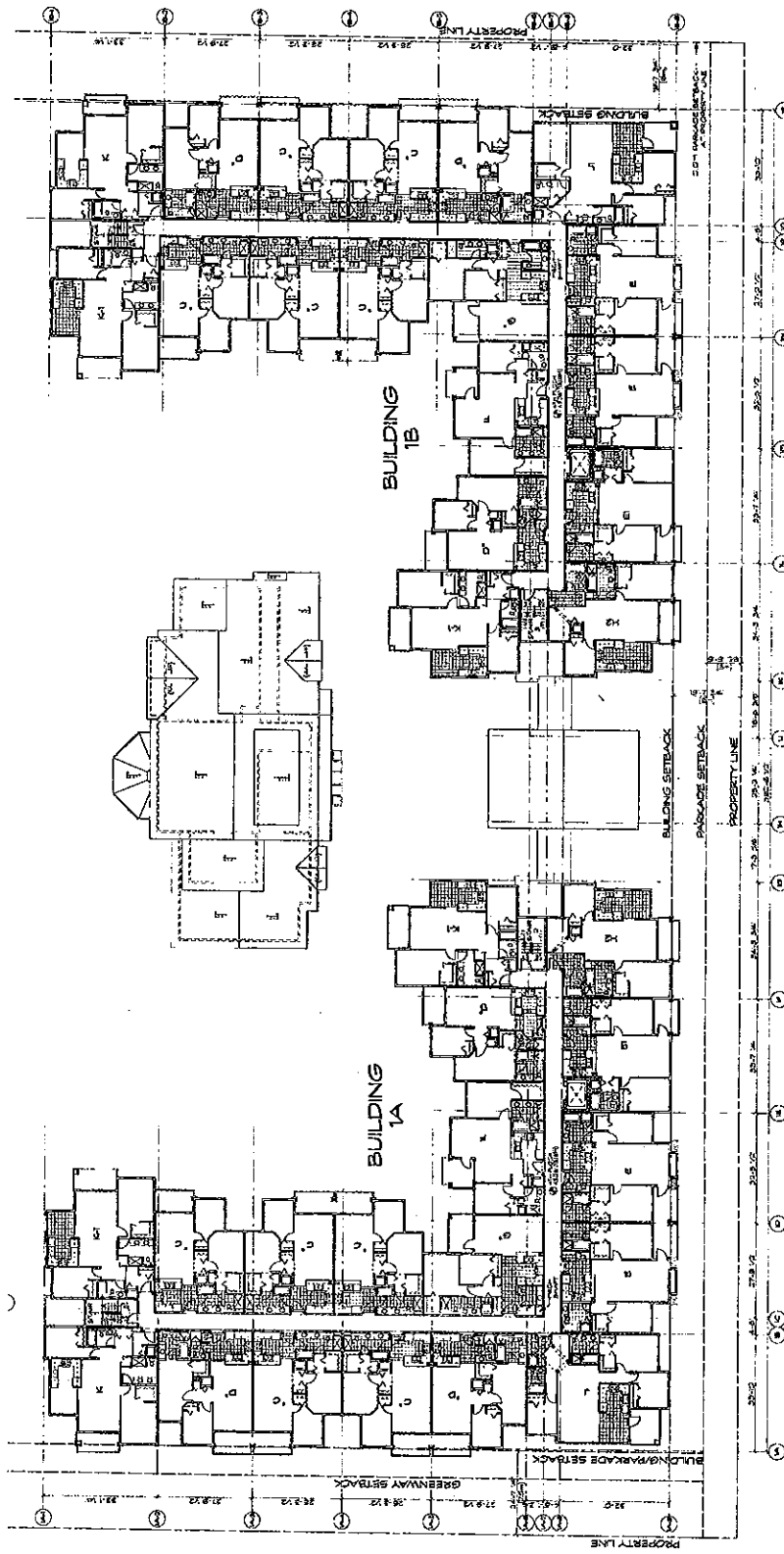


LEGEND

HATCHED AREA DENOTES AFFORDABLE UNIT

DENOTES UNIT LAYOUT (REFER TO UNIT PLANS)

*



RCA
Robert Chiodo Architecture Inc.
210 - 230 Columbia Street
New York, NY 10013
Tel: (800) 897-4761
www.rcaarchitects.com



MAYFAIR PLACE
9339 St. Clair Road
Riverview BC

PROJECT: BUILDING 1A & 1B
4TH FL. PLAN

DATE: _____

SCALE: _____

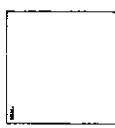
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A21.4

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NO.	DATE	REVISION

DATE: 2024
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 SCALE: 1/8" = 1'-0"



RCA
 Robert Chazotte Architects Inc.
 200 - 2330 Columbia Street
 Vancouver, B.C.
 V6J 1K6
 Tel: (604) 683-7777
 Fax: (604) 687-4651
 info@rchazotte.com | www.rchazotte.com



POLYGON

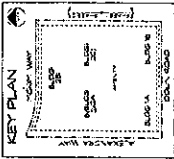
MAYFAIR PLACE

8831 to 8841 Oak Road
 Richmond BC

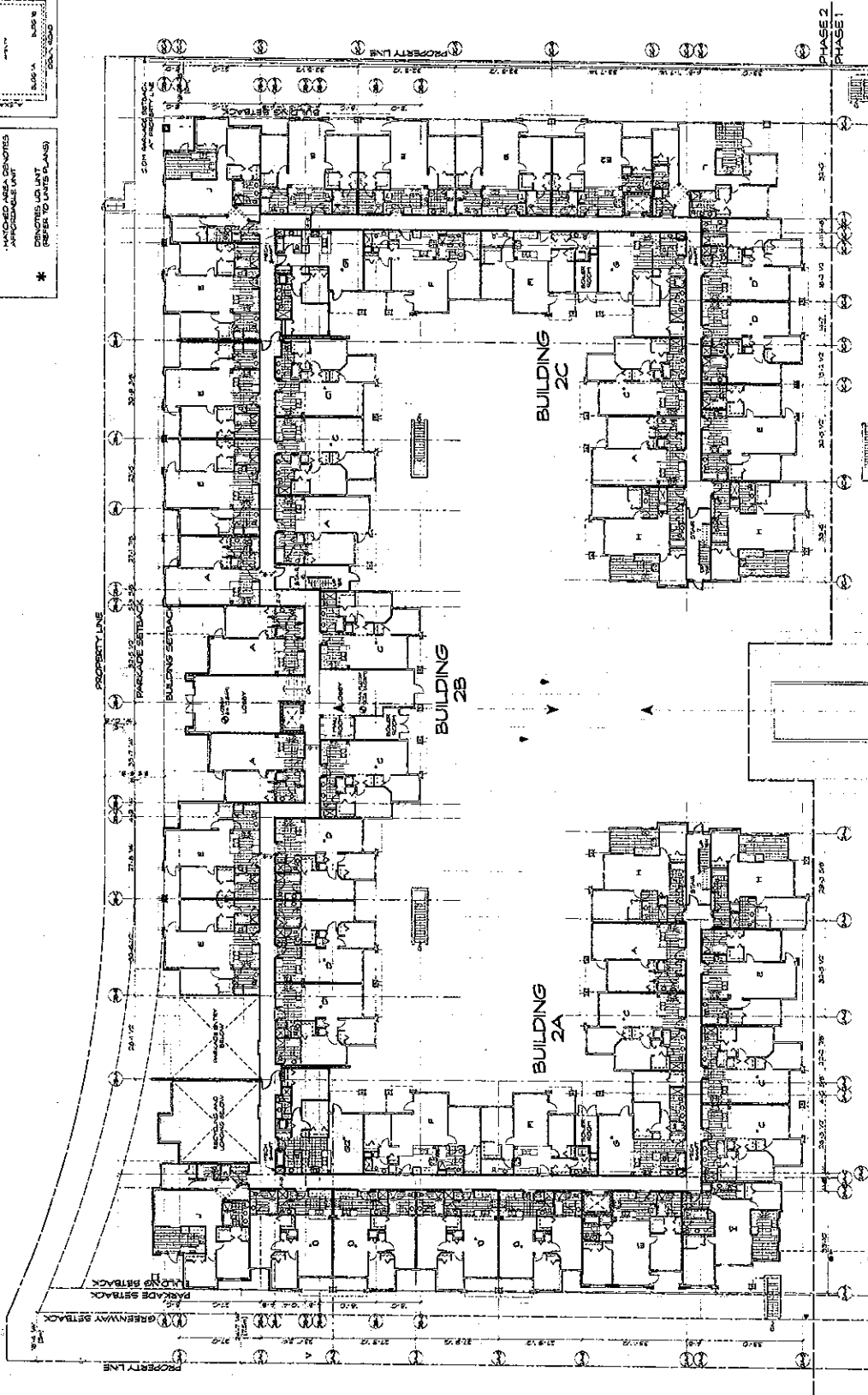
NO.	DATE	REVISION

BLDG 2A, 2B, 2C
 MAIN FL PLAN

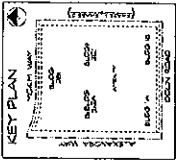
A2.2.1



LEGEND
 HATCHED AREA DENOTES APPROXIMATE UNIT
 DENOTES UNIT (REFER TO UNIT PLANS)
 *



CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS TO THE SATISFACTION OF THE LOCAL AUTHORITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND SERVICES LOCATED ON THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND SERVICES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND SERVICES.



LEGEND
 Hatched Area Denotes Approachable Lay
 Denotes LG Unit (Refer to Units Plans)
 *

DATE:
 2020
 2020
 2020



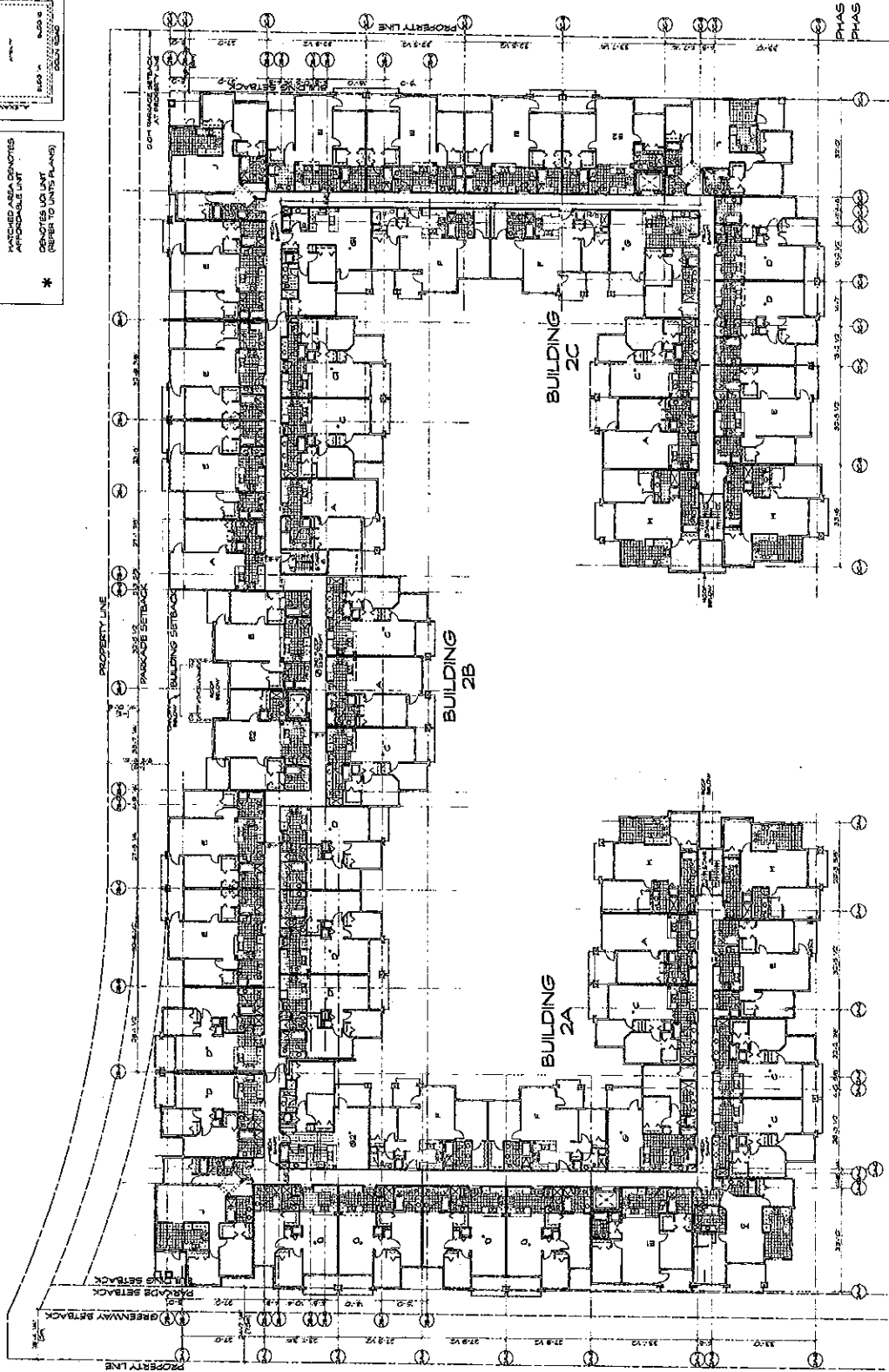
RCA
 Robert Chazotte Architects Inc.
 210 - 239 Columbia Street
 Toronto, Ontario M5T 1V7
 Canada
 Tel: (416) 597-4411
 Fax: (416) 597-4411
 Email: info@rcaarchitects.com



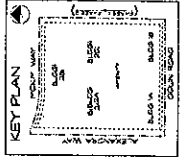
MAYFAIR PLACE
 9331 to 9341 Chain Road
 Richmond BC

BLDG 2A, 2B, 2C
 2nd FL. PLAN

A22.2

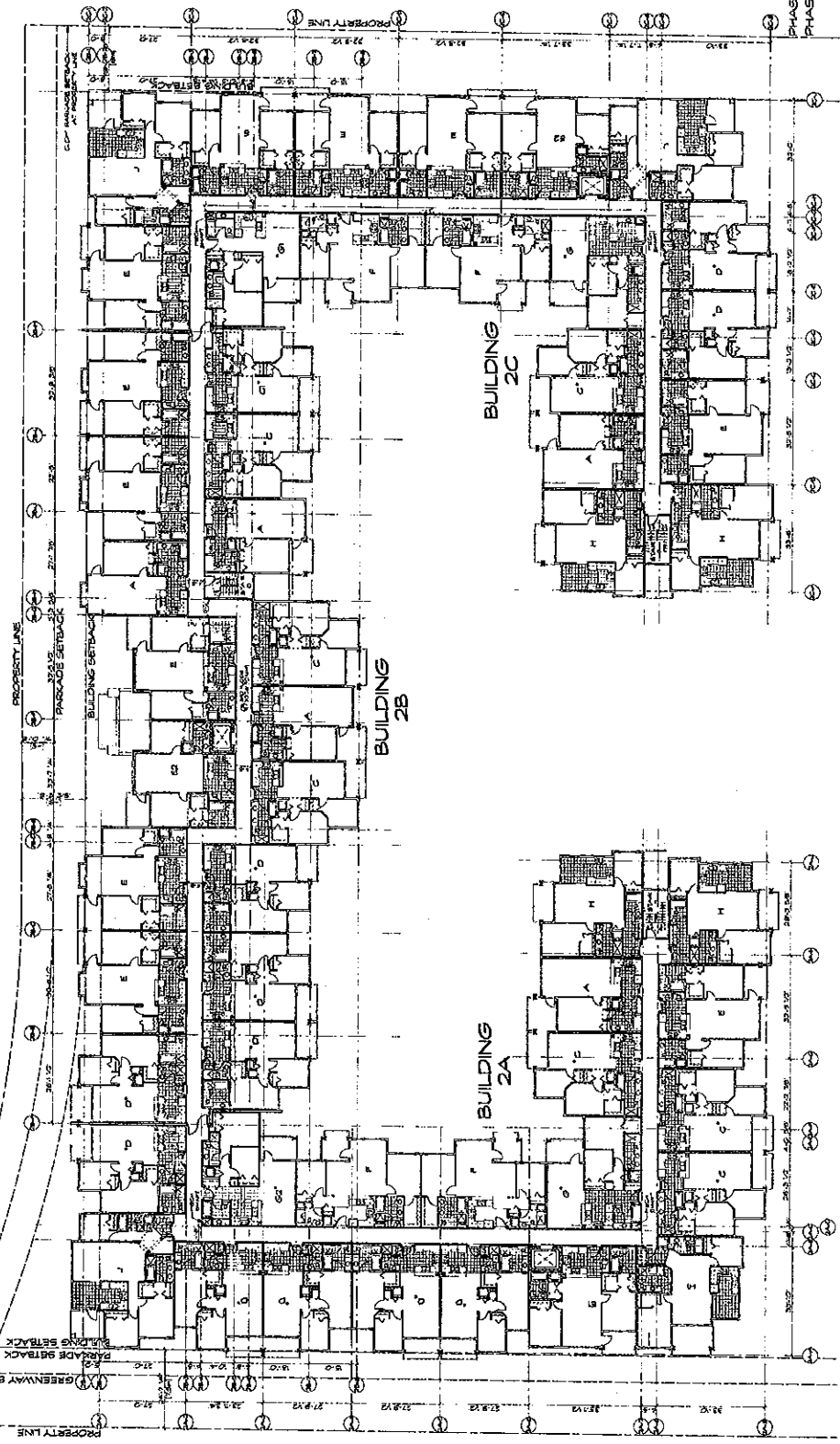


CONTRACTOR ADVISED THE CONSTRUCTION OF THIS PROJECT WILL BE IN ACCORDANCE WITH THE CANADIAN ENVIRONMENTAL PROTECTION ACT AND THE CANADIAN PROPERTY OF WATER QUALITY ACT. THE CONTRACTOR WILL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



LEGEND

- HATCHED AREA DENOTES AFFORDABLE UNIT
- POUNDED LINES DENOTE (HATCHED PLANS)
- *



DATE: 2012.05.15
SCALE: 1/8" = 1'-0"
PROJECT: BLDG 2A, 2B, 2C
CLIENT: POLYGON



PCA

Polygon Group Architecture Inc.
 250 Colborne Street
 Toronto, Ontario M5E 1B5
 Canada 416 593 3773
 Fax: (416) 593-4541
 admin@polygonarchitecture.com



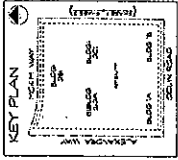
MAYFAIR PLACE
 9931 to 9941 Oak Creek Road
 Richmond BC

BLDG 2A, 2B, 2C
3rd FL. PLAN

A2.2.3

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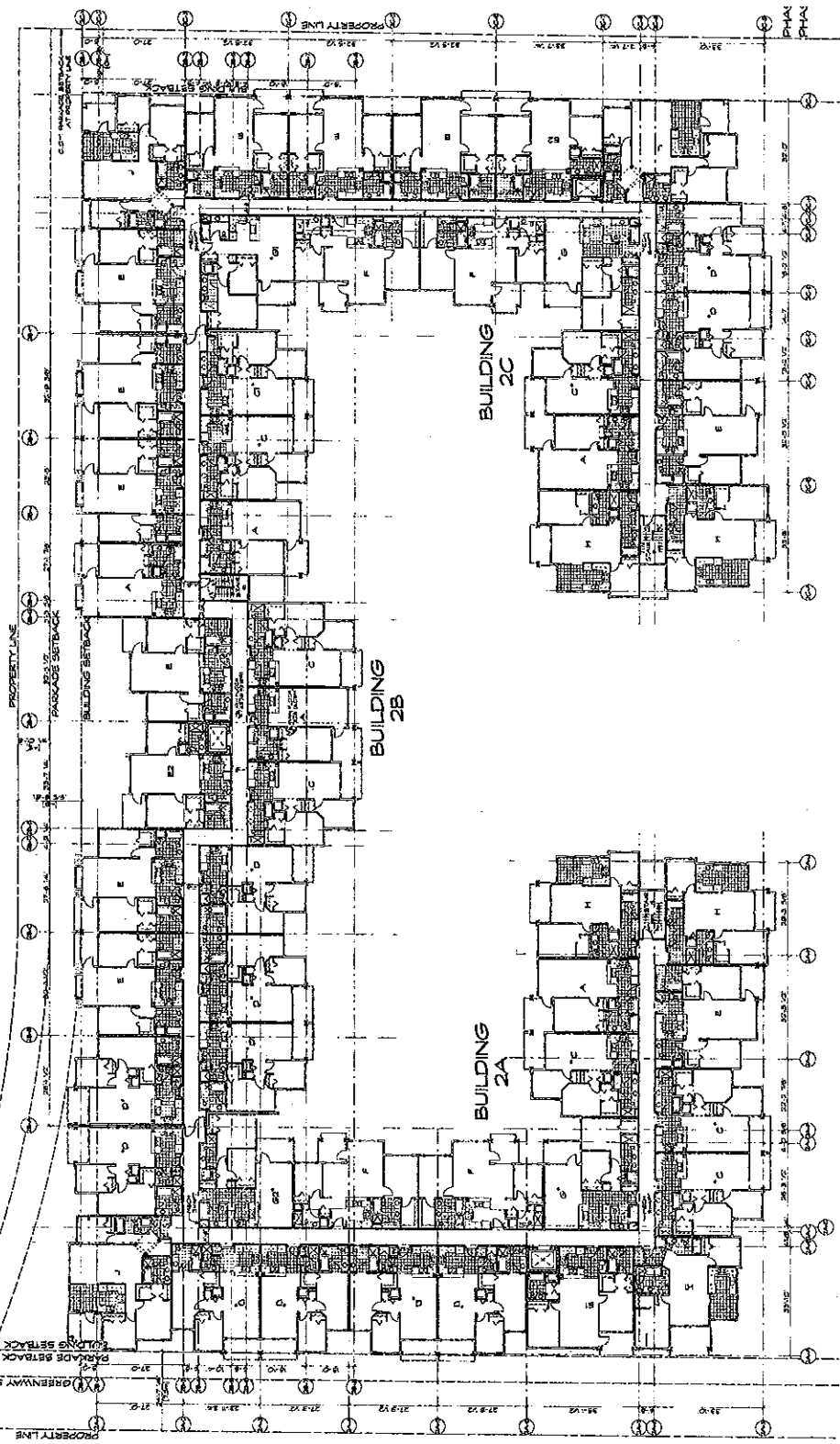
DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____



LEGEND

HATCHED AREA DENOTES APPLICABLE UNIT DENOTES UNIT (REFER TO UNIT PLANS)

*



RCA

Robert C. Caldwell Architects Inc.
 210 - 233 Columbia Street
 Vancouver, B.C.
 Tel: (604) 681-2721
 Fax: (604) 681-2721
 email: rca@rcaarchitects.com

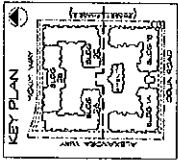


MAYFAIR PLACE

29291 - 15th Ave. S.E.
 Richmond BC

BLDG 2A, 2B, 2C
 4th FL. PLAN

A2.2.4



NOTICE: CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS ON THESE DRAWINGS SHALL NOT BE USED FOR CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS ON THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS ON THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS ON THE PROJECT.

NO.	DATE	DESCRIPTION

DATE	BY	DESCRIPTION

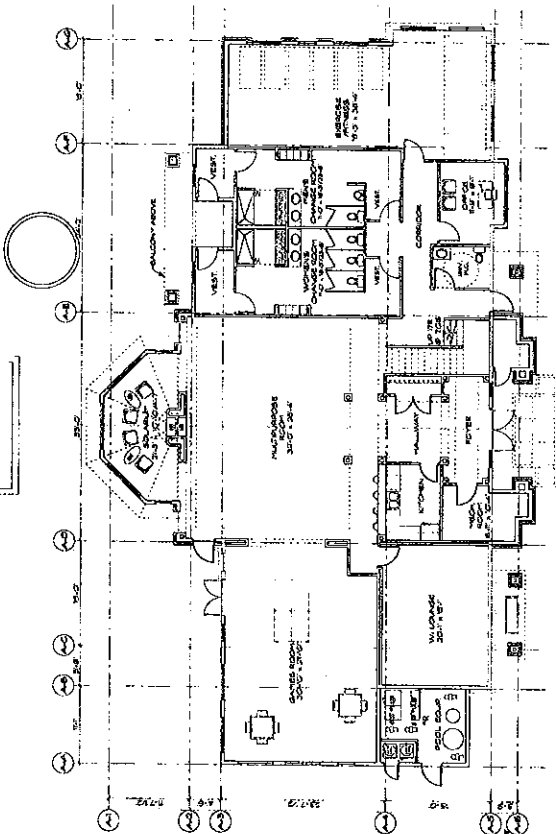
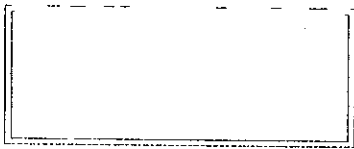


RCA
 Robert Cannon Architects Inc.
 200 - 2339 Columbia Street
 Vancouver, B.C.
 Tel: (604) 687-4741
 Fax: (604) 687-4841
 admin@robertcannon.com



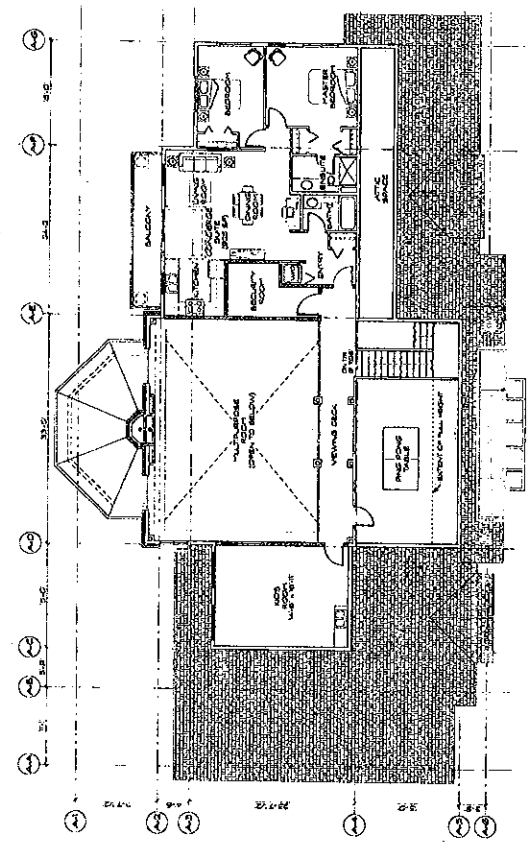
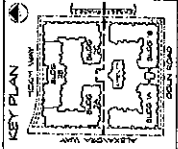
POLYGON
 MAYFAIR PLACE
 9333 St. John's Road
 Richmond BC

NO.	DATE	DESCRIPTION

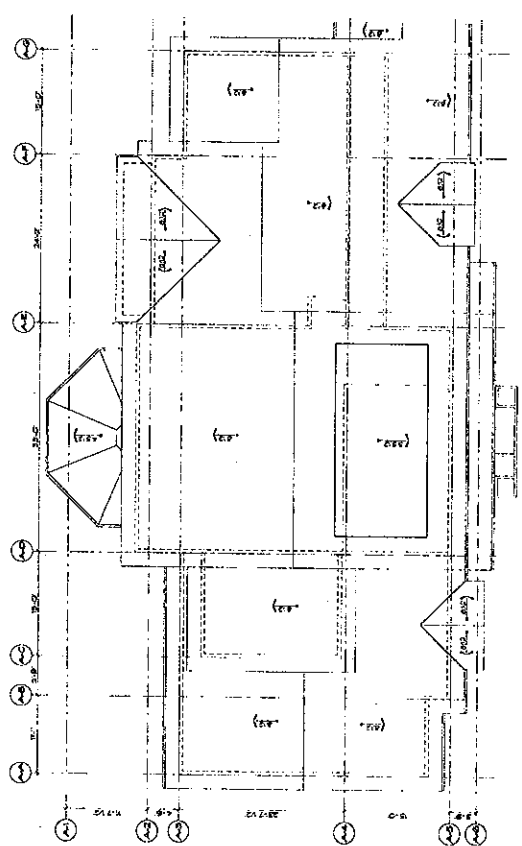


1 AMENITY - MAIN FLOOR PLAN
 SCALE: 1/8" = 1'-0"

NOTES: 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL BUILDING CODES AND ALL APPLICABLE REGULATIONS. 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES. 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES. 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.



1. AMENITY - UPPER FLOOR PLAN
SCALE: 1/8" = 1'-0"



2. AMENITY - ROOF PLAN
SCALE: 1/8" = 1'-0"

REVISIONS:

NO.	DATE	DESCRIPTION



RCA
Robert Chozael Architects Inc.
210 - 2339 Columbia Street
Nanaimo, B.C.
V9S 4K1
TEL: (800) 897-2773
FAX: (800) 897-4641
www.rca-architects.com



MAYFAIR PLACE
998' to 1001' Glen Road
Nanaimo BC

NO.	DATE	DESCRIPTION

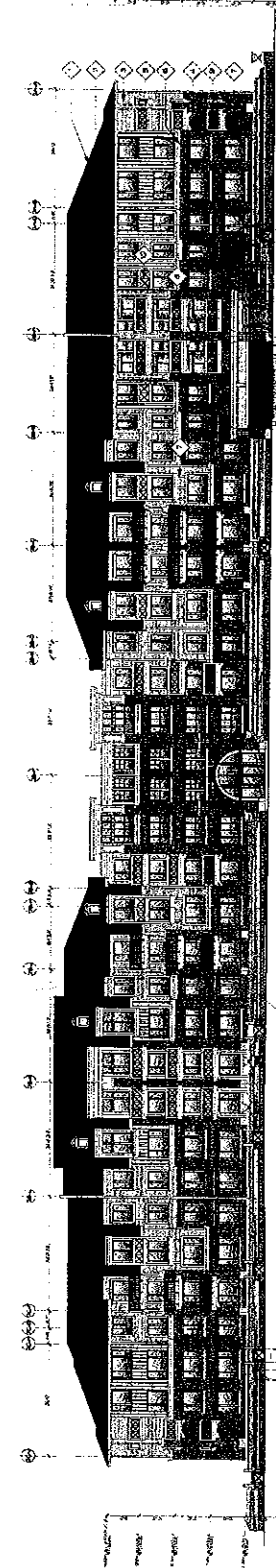
AMENITY
UPPER FLOOR &
ROOF PLAN

A3.6

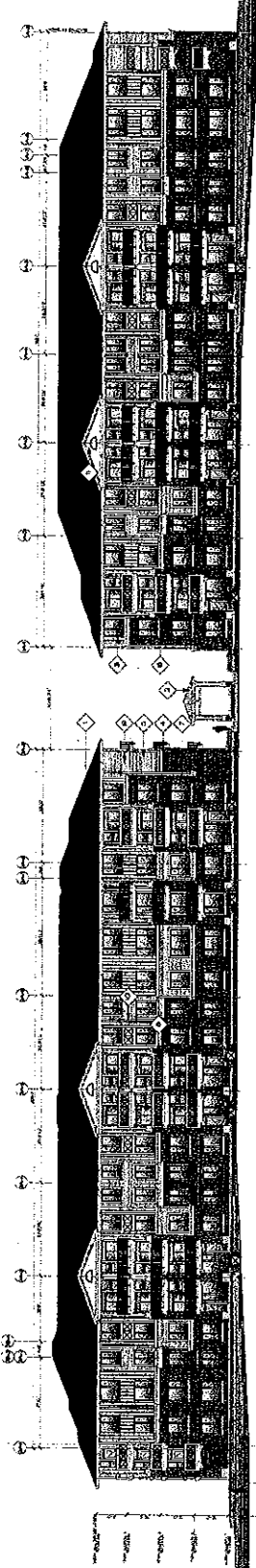
THESE ELEVATIONS ARE TO BE USED FOR INFORMATION ONLY. NO CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

DATE	DESCRIPTION

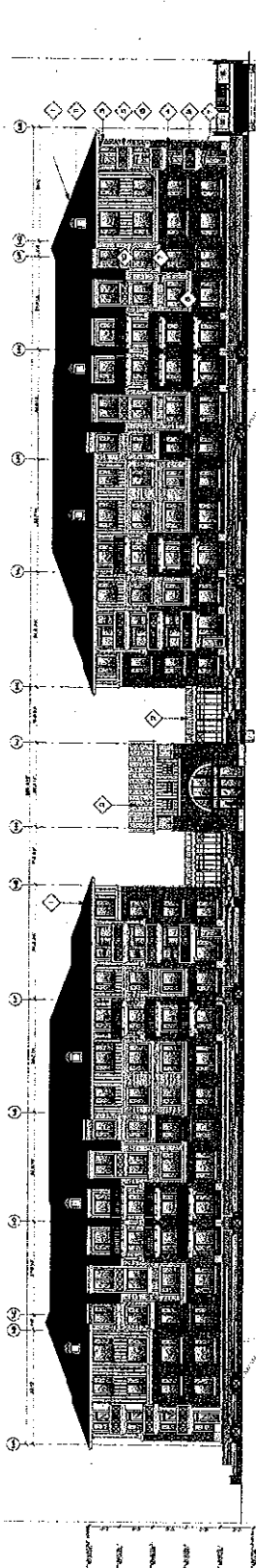
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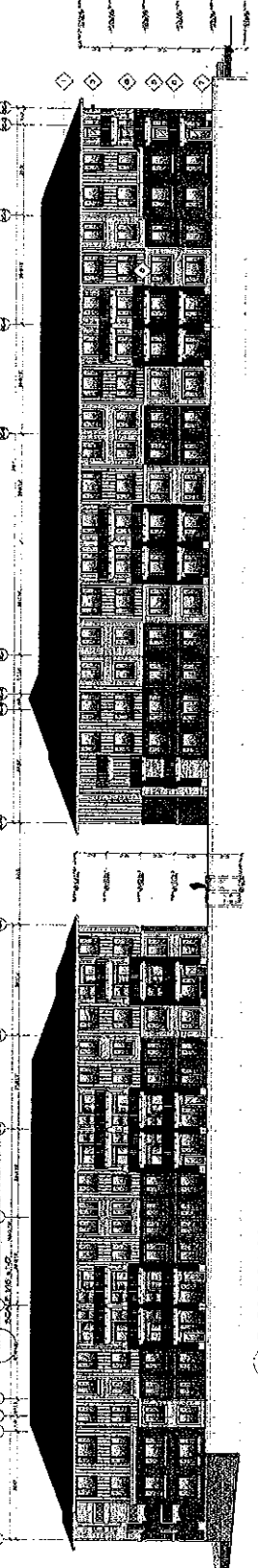
1 NORTH ELEVATION (MOGM WAY)
SCALE: 1/8" = 1'-0"



2 WEST ELEVATION (GREENWAY)
SCALE: 1/8" = 1'-0"



3 SOUTH ELEVATION (OOLIN)
SCALE: 1/8" = 1'-0"



4 EAST ELEVATION
SCALE: 1/8" = 1'-0"

RCA

Robert Carroll Architects Inc.
200 - 200 Columbia Street
Vancouver, B.C.
V6C 3R8
Tel: (604) 672-7773
Fax: (604) 672-4641
www.rcaarchitects.com

MAYFAIR PLACE
9351 to 9411 Glen Road
Richmond BC

DATE	DESCRIPTION

BUILDING ELEVATIONS

A4.00

CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AND STATE AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AND STATE AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AND STATE AUTHORITIES.

NO.	DATE	DESCRIPTION

REVISIONS:
 1. 05/15/17
 2. 06/01/17
 3. 06/15/17



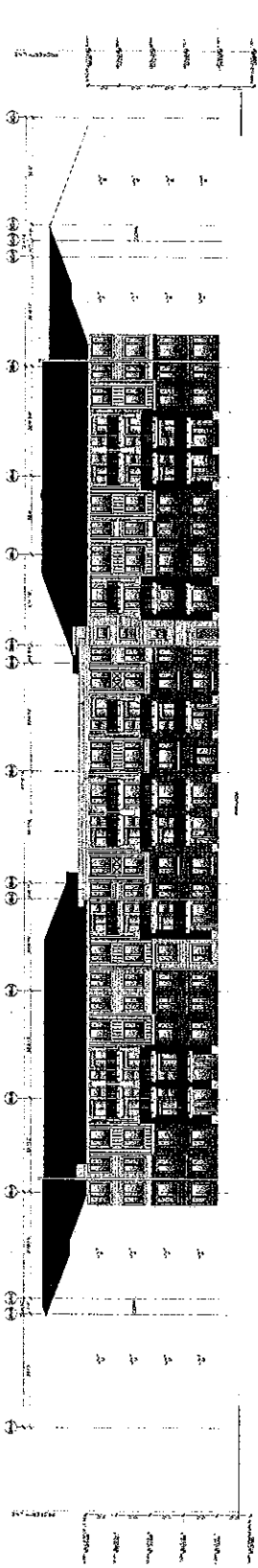
RCOA

Robert Chappell Architects Inc.
 200 - 2238 Columbia Street
 Cambridge, ON N1R 7Y7
 Tel: (519) 882-4791
 Fax: (519) 882-4792
 info@rcocanada.com

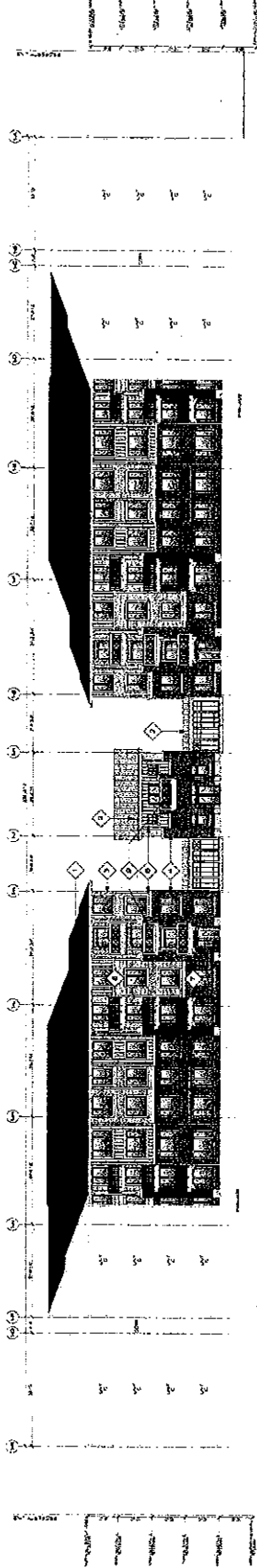
MAYFAIR PLACE
 9931 St. Clair Road
 Richmond BC

NO.	DATE	DESCRIPTION

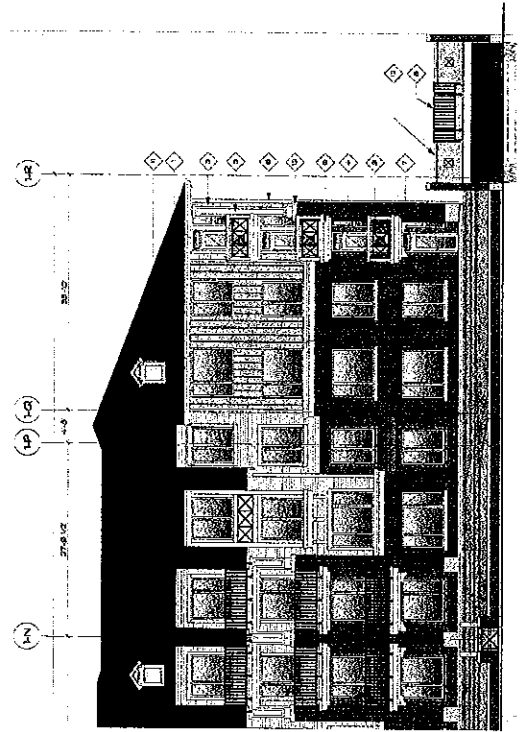
BUILDING ELEVATIONS



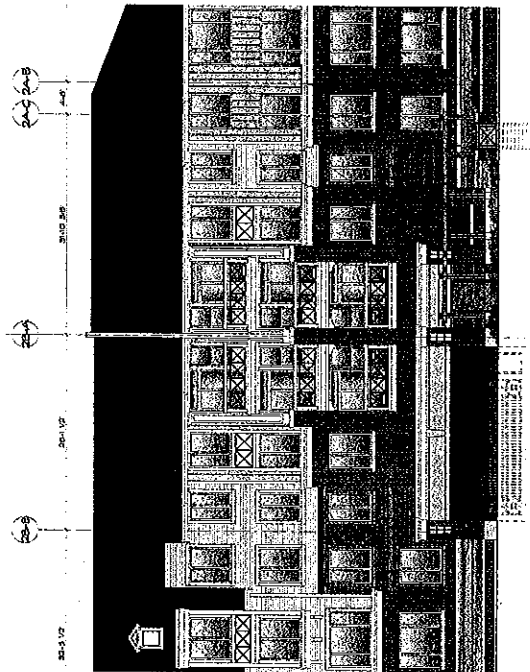
1 NORTH COURTYARD ELEVATION
 SCALE 1/8" = 1'-0"



2 SOUTH COURTYARD ELEVATION
 SCALE 1/8" = 1'-0"

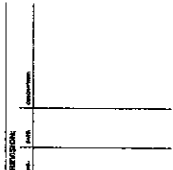


3 DETAIL OF SOUTH PARKADE ENTRY
 SCALE 1/4" = 1'-0"



4 DETAIL OF NORTH PARKADE ENTRY
 SCALE 1/4" = 1'-0"

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL EXISTING CONDITIONS AND CONDITIONS TO BE EXISTED. VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL EXISTING CONDITIONS AND CONDITIONS TO BE EXISTED. VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL EXISTING CONDITIONS AND CONDITIONS TO BE EXISTED.



DATE: 10/15/14
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT: [Project Name]



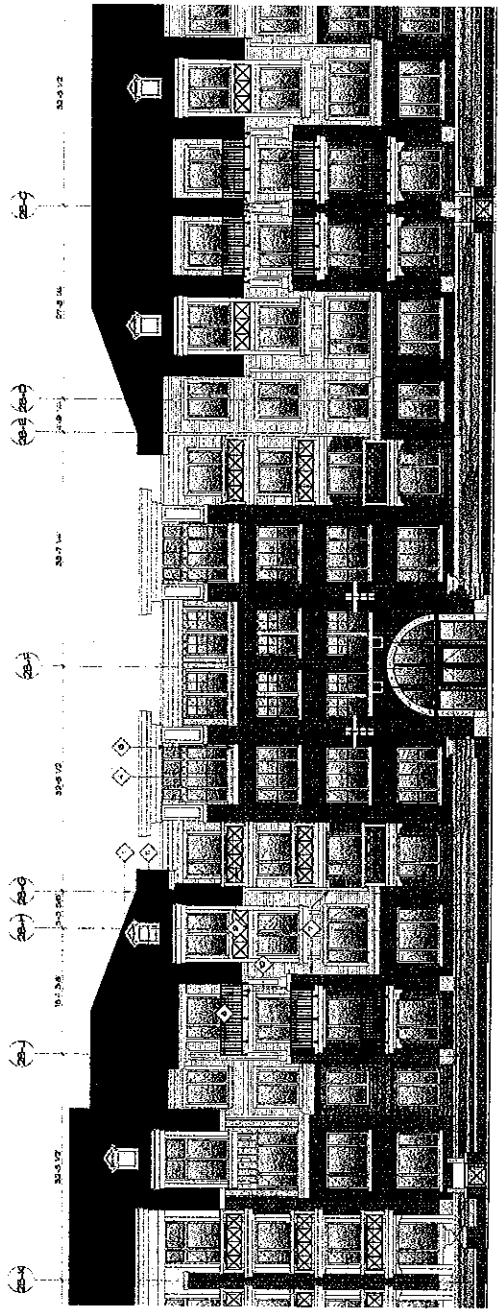
RCA
 Robert Glasgow Architects Inc.
 300 - 2333 Columbia Street
 Vancouver, BC V6J 1K6
 TEL: (604) 687-4741
 FAX: (604) 687-4742
 WWW: @RCAARCHITECTURE.COM

MAYFAIR PLACE
 9339 145th Street
 Richmond BC

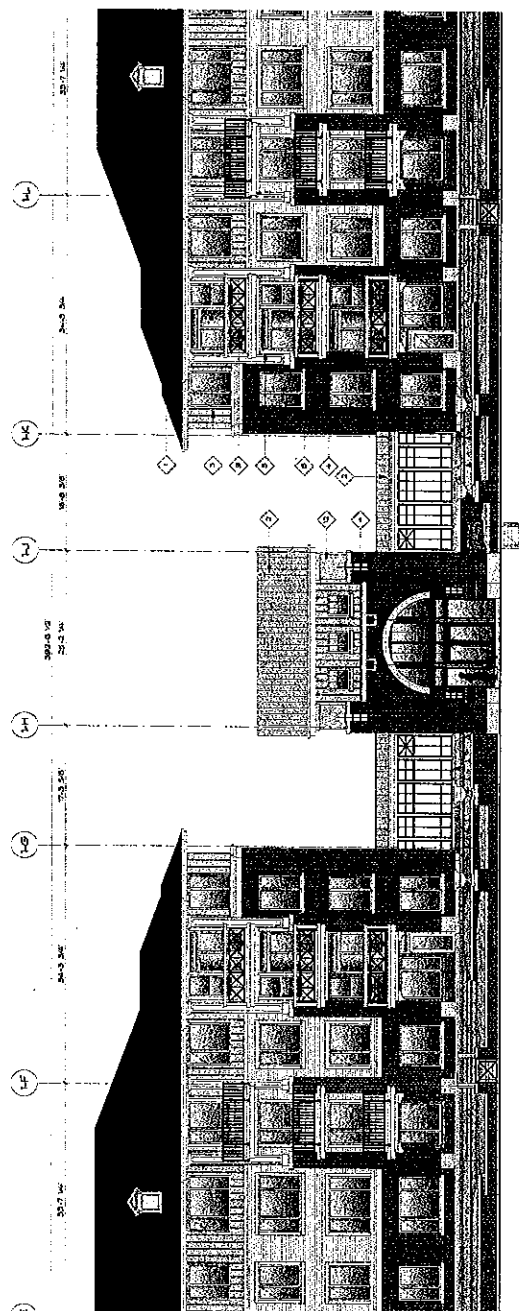
DATE	REV	DESCRIPTION

BUILDING ELEVATIONS

SCALE: A4.20



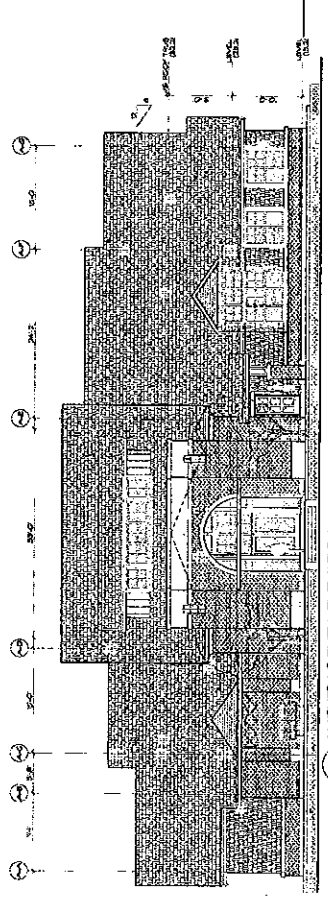
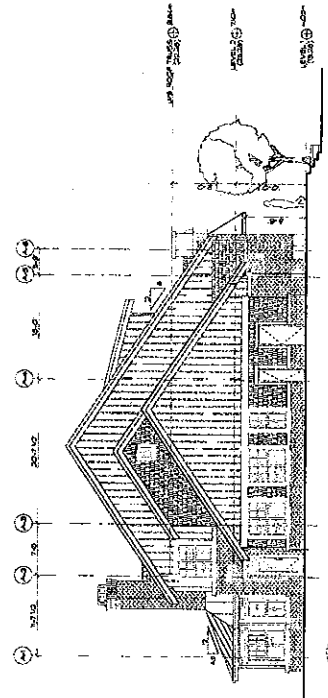
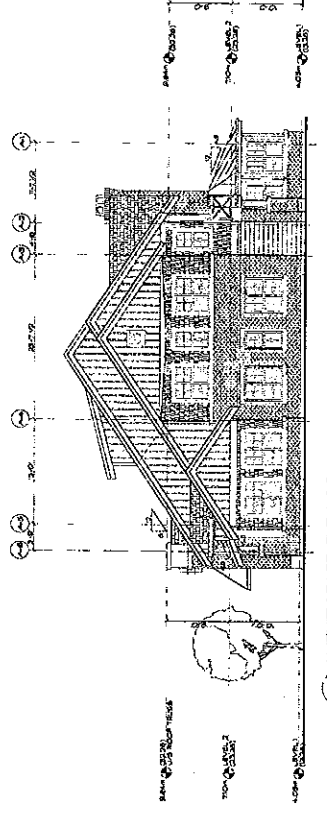
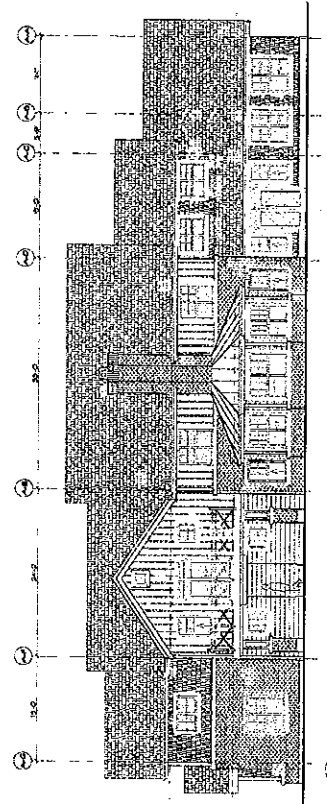
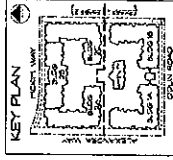
(1) DETAIL OF NORTH ENTRY.



(2) SOUTH HOUSE DETAIL

CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS TO BE SHOWN. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS TO BE SHOWN. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS TO BE SHOWN.

DATE	DESCRIPTION



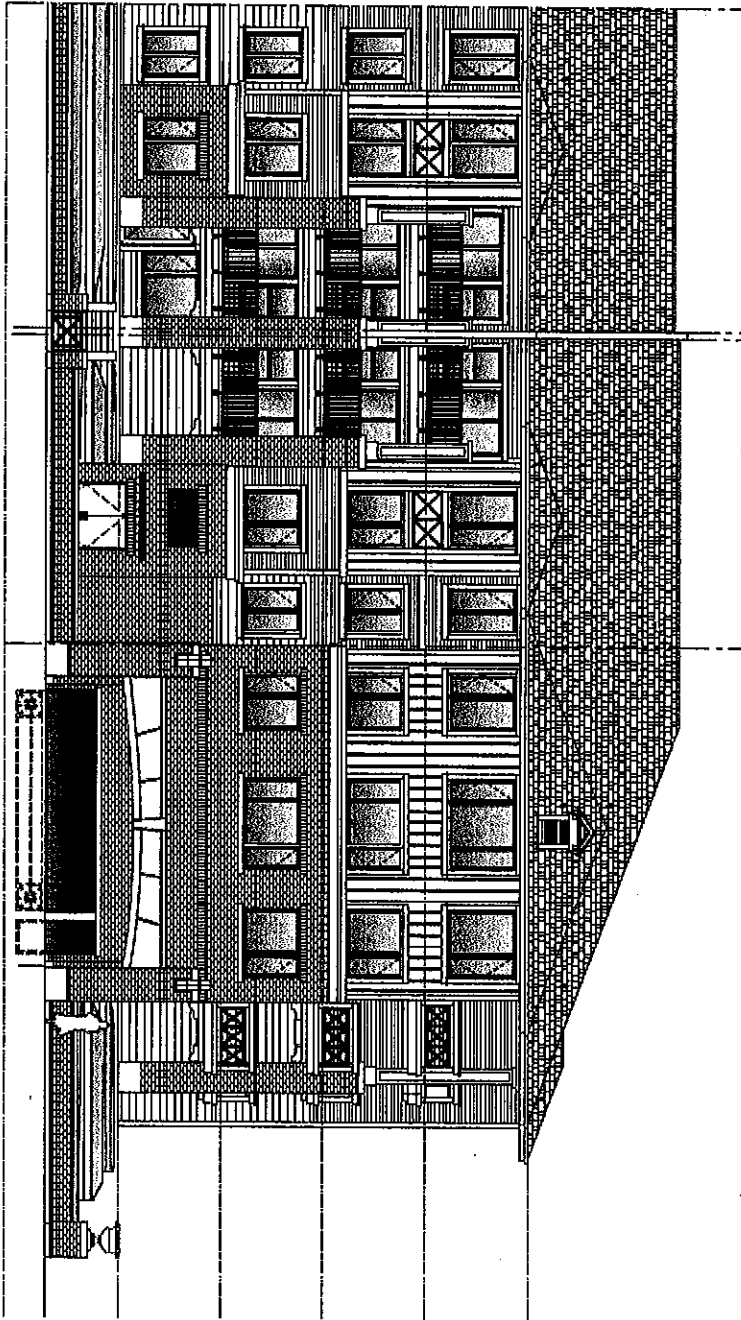
RCA
Robert Charles Architectural Inc.
201 - 2239 Columbia Street
Richmond, BC, Canada
Tel: (604) 273-7741
Fax: (604) 273-7742
adam@rcaarchitectural.com



MAYFAIR PLACE
9881 156th Street
Richmond BC

DATE	1/10/10
PROJECT	156-158
SCALE	1/8" = 1'-0"
AMENITY ELEVATIONS	

NO.	-
A4.6	



PARKADE AT MCKIM WAY
(ORIGINAL ENTRY - ADP PACKAGE)



SK 1 b

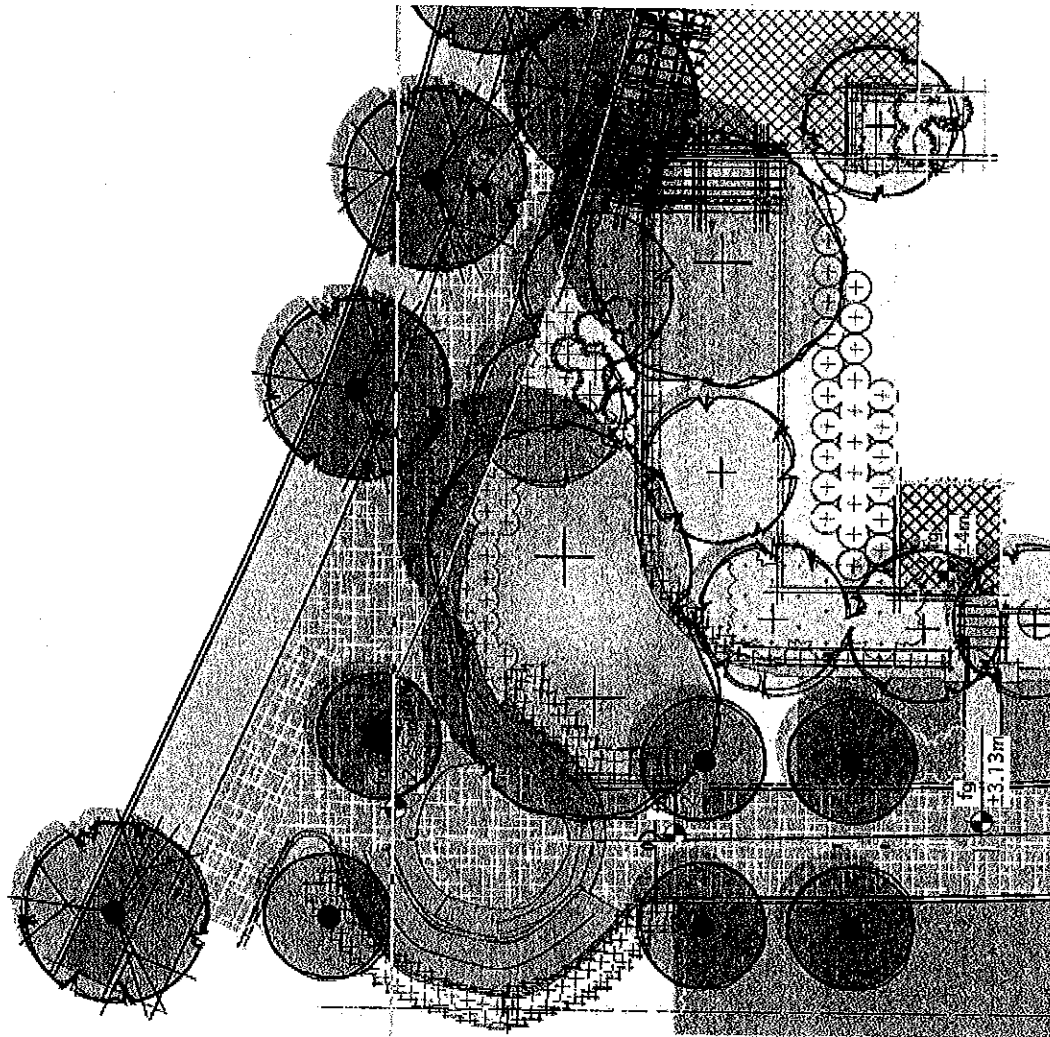


PH - 61

PARKADE AT MCKIM WAY
(REVISED ENTRY)



SK 2



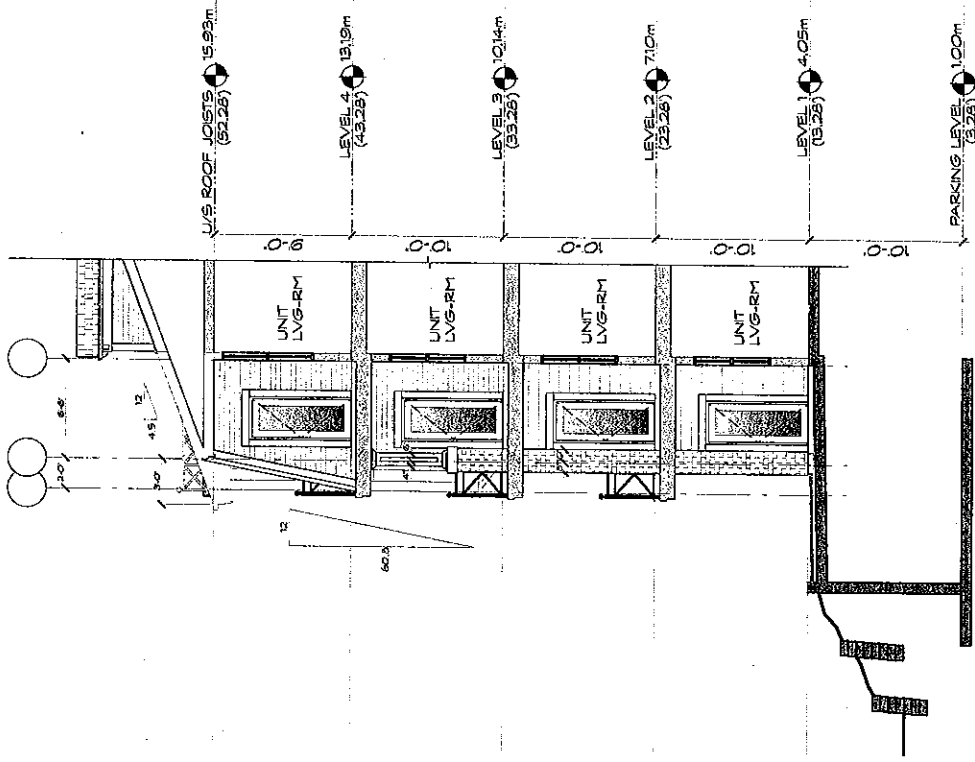
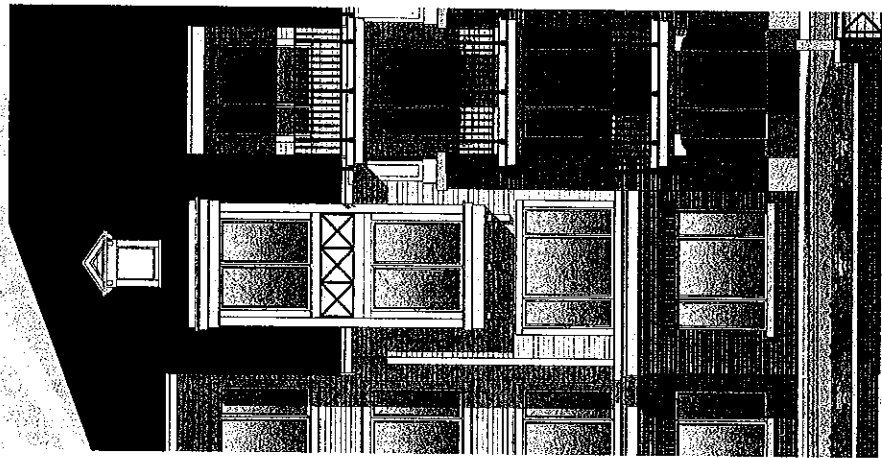
RED OAK



LANDSCAPE SKETCH OF NW CORNER



SK 3



POLYGON

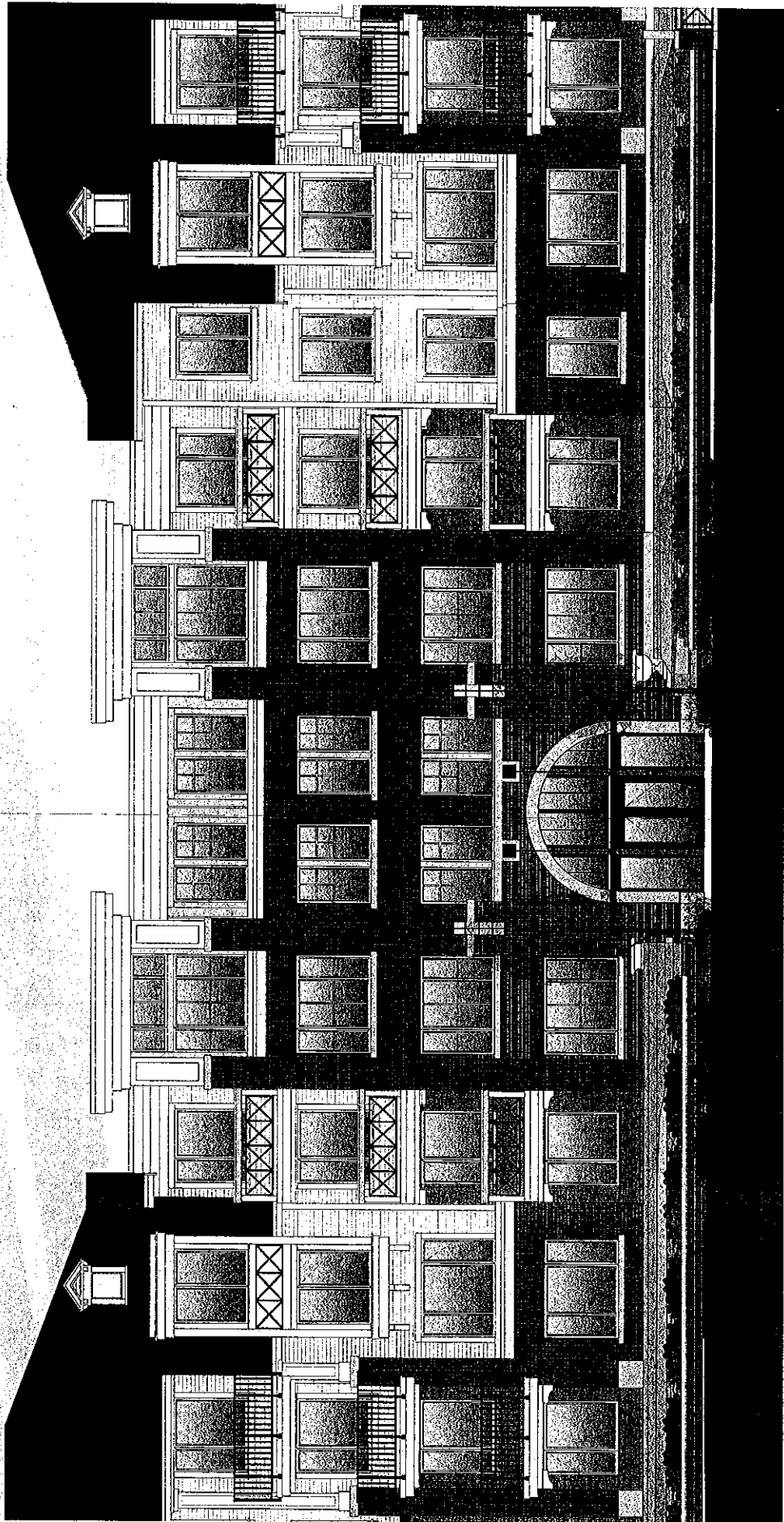
MANSARD DETAIL ELEVATION & SECTION



REGISTERED ARCHITECTS

SK 4

2B-F



LOBBY DETAIL AT MCKIM WAY



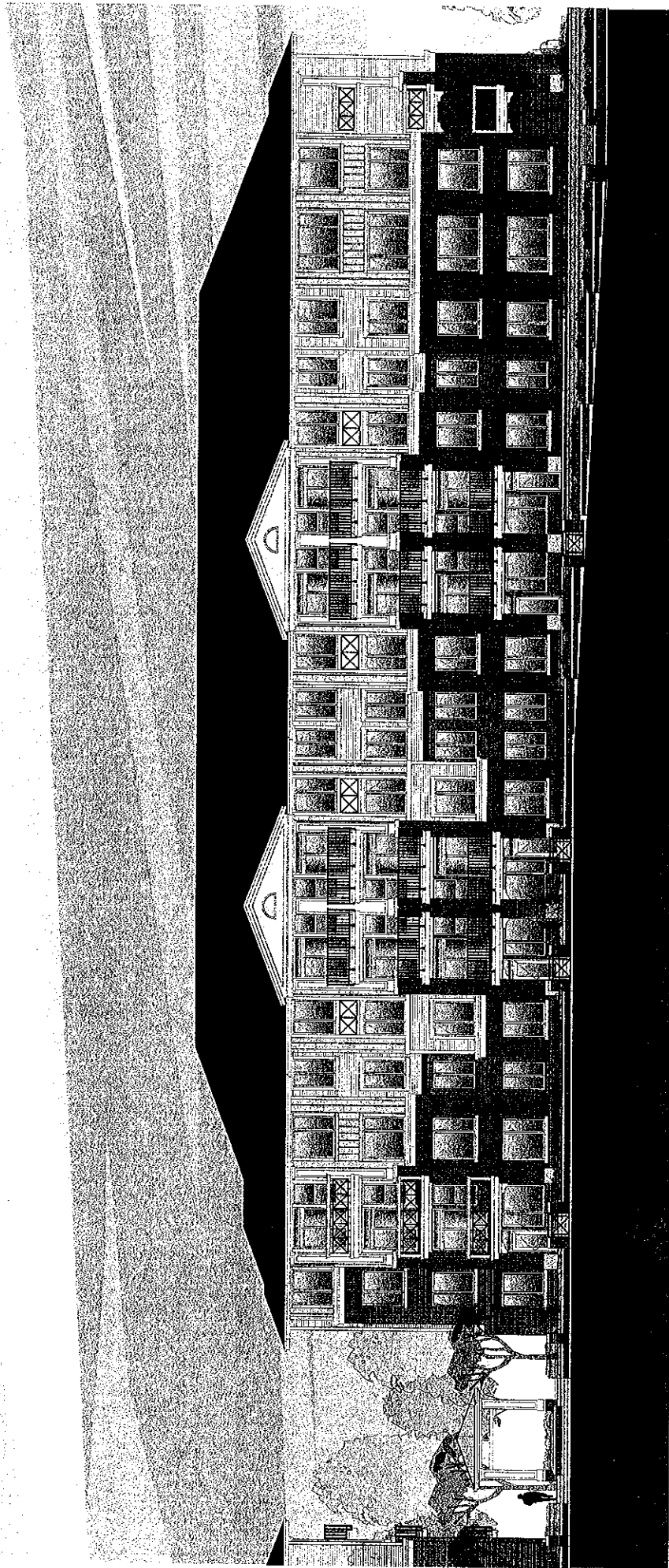
SK 6



WEST ELEVATION AT GREENWAY



SK 6



WEST ELEVATION AT GREENWAY





City of Richmond

6911 No. 3 Road
Richmond, BC V6Y 2C1
www.richmond.ca
604-276-4000

Development Application Data Sheet

RZ 10-537689

Address: 9331, 9351, 9371, 9391, 9411 Odlin Road

Applicant: Polygon development 220 Ltd.

Planning

Area(s): West Cambie Area Plan – Alexandra Neighbourhood (Schedule 2.11A)

	Existing	Proposed
Civic Address:	9331 Odlin Road 9351 Odlin Road 9371 Odlin Road 9391 Odlin Road 9411 Odlin Road	To Be Determined
Owner or Applicant:	Polygon development 220 Ltd.	No Change
Site Size (m²):	2.027ha (20,267.73m ²)	1.91 ha (19,130.12m ² after land dedication)
Land Uses:	Single Detached	Apartment Residential
OCP Area Plan Designation:	Residential Area 1 – 1.50 base FAR (Max. 1.70 FAR with density bonusing for affordable housing) Townhouse, low-rise Apartments (4 storey typical).	No Change
Zoning:	Single-Detached Housing District (RS1/F)	Low-Rise Apartment (ZLR24) – Alexandra Neighbourhood (West Cambie) Permits Apartments at 1.70 F.A.R. with Density Bonusing if affordable housing units are provided.
Number of Units:	1 Single-Detached Dwelling per existing lot.	358 Apartment Units on a consolidated lot.

	Bylaw Requirement ZLR24	Proposed	Variance
Density (FAR):	Site Area =19,130m ² (1.70) = 32,521m²	32,138.4m ² (1.68 FAR)	none permitted
Lot Coverage – Building:	45% Max.	46.4%	1.4% (268m ²) required
Lot Size:	No lot size requirements	N/A	N/A
Road Front Setback - Odlin Road	6.0m Min.	6.0m	none

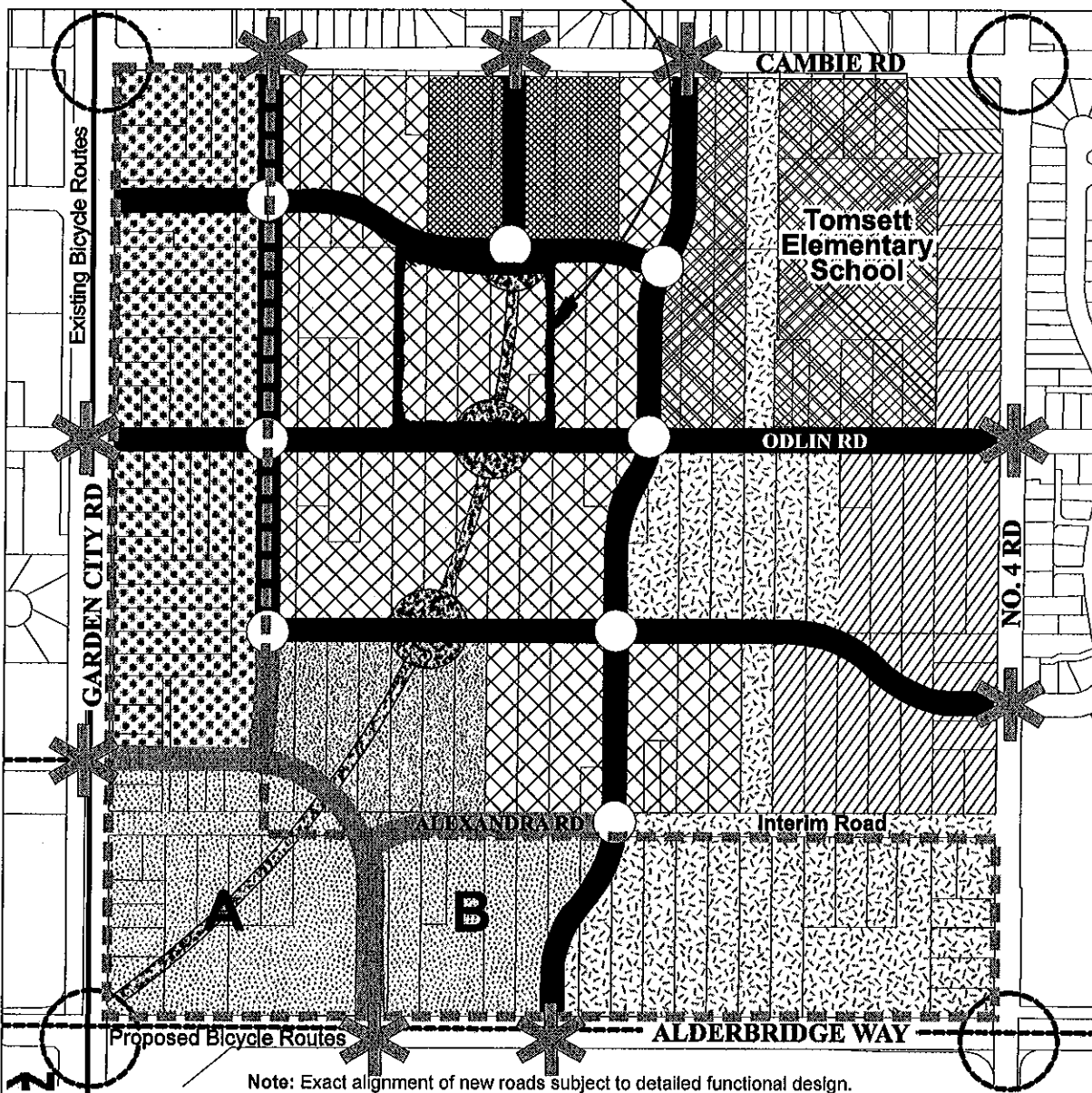
	Bylaw Requirement ZLR24	Proposed	Variance
Road Front Setback - McKim Way	6.0m Min.	6.0m	none
Setback -- Side Yard:	6.0m Min.	6.0m	none
Height:	20.0m (max.)	18.23m	none
Off-street Parking Requirements:	Resident – 584 (includes 16 stalls for affordable housing units) Visitor – 72 603 spaces required (min.)	567 spaces proposed	35 parking spaces (5.9%) TDM report required
Tandem Parking Spaces	Residents only	0	none
Small Car Ratio:	50% (min.) to be standard size spaces	70.3% standard size spaces	none
Amenity Space – Indoor:	100.0m ² or cash-in-lieu payment	651.0m ²	none
Amenity Space – Outdoor:	6m ² minimum per unit x 358 units = 2,148.0m ²	3250.0m ²	none

City of Richmond

*SUBJECT SITE
(ZZ 10-537089)*

Alexandra Neighbourhood Land Use Map

Bylaw 8397
2009/09/28



Note: Exact alignment of new roads subject to detailed functional design.

	Area of No Housing Affected by Aircraft Noise		Residential Area 2 0.65 base FAR (Max. 0.75 FAR with density bonusing for affordable housing). 2 & 3-storey Townhouses.		Park: North Park Way, Central Park, Natural Park, South Parkway
	Business/Office – office over retail FAR up to 1.25		Mixed Use: Hotel, office and streetfront retail commercial. Area A: Min. 1.25 FAR up to 2.0. Area B: Large and small floor plate up to 1.0 FAR.		Alexandra Way (Public Rights of Passage Right-of-way)
	Convenience Commercial		Mixed Use: • abutting the High Street, medium density residential over retail; • not abutting the High Street, medium density residential. 1.25 base FAR. Building heights low to mid-rise. (Max. 1.50 FAR with density bonusing for affordable housing).		Proposed Roadways
	Residential Area 1 1.50 base FAR (Max. 1.70 FAR with density bonusing for affordable housing). Townhouse, low-rise Apts. (4-storey typical).		Community Institutional		High Street
	Residential Area 1A 1.50 base FAR (Max. 1.75 FAR with density bonusing for affordable housing). Townhouse, low-rise Apts. (6-storey maximum).				New Traffic Signals
					Feature Intersections – details to be developed
					Feature Landmarks in combination with Traffic Calming Measures

1. **RZ 10-537689 – 358-UNIT RESIDENTIAL APARTMENT DEVELOPMENT**

ARCHITECT: Robert Ciccozzi, Robert Ciccozi Architecture Inc.

PROPERTY LOCATION: 9331, 9351, 9371, 9391 and 9411 Odlin Road

The Chair provided the following summary of the Panel's comments and recommendations:

A. *General comments in support of the application:*

1. *applicant is commended for the use of high quality presentation materials; however, a model would have been useful to see some of the 3-dimensional qualities of the building façade;*

A model will be included in our next presentation.

2. *general support for the consistency of the form and character of the development which is appropriate for the type of development being proposed;*
3. *minor modification of massing is suggested;*
4. *treatment of portion of building façade at Stolberg Street terminus is successful;*
5. *general support for McKim Way elevation with some modification on treatment of windows at the entrance portion of the building;*

Additional mullion detail has been added. (see SK4)

B. *Comments relating to design development:*

6. *design development to vertical circulation, specifically by bringing down the elevators to grade level;*

A platform lift, similar in size to a small elevator, has been provided at the lobby. We are concerned that the term "chair lift" which was used several times in the panel discussion, betrayed a lack of clarity of the provision we are proposing. As the travel distance between levels is only half a storey, a platform lift is the most suitable device for that application. Both buildings are fully assessable. The main elevators are accessible from the parkade and directly to all residential levels of the buildings, and the courtyard is further provided with an accessible secondary access route from the greenway. The question of a visitor being required to use the platform lift and then transfer to an elevator a short distance down the corridor to either side is precisely the same scenario for an able-bodied visitor who uses the stairs. We are in no way creating a different or secondary experience based on mobility levels. It is a unique feature of the gatehouse design that provides an intermediate entry space that is shared by both buildings but does not directly access all floors of either. We believe the unique qualities of the gatehouse will enhance the scheme and the small inconvenience it presents to visitors is mitigated by its overall benefit in terms of design and experience.

7. *design development to the lobby to provide more space and a sense of entry;*

As noted in an earlier e-mail, this item is not reflective of the comment of the

panellist who was speaking about the condition of the elevators, not the lobby. The elevators have already been recessed from the typical corridor wall. Although this insert is not large, it will, in combination with the finishes, create a distinct visual break. We do not consider it desirable in terms of noise to nearby units, to create a large area where people will congregate in front of the elevator.

8. *investigate configuration of G units in Buildings 1A and 1B to allow more penetration of natural light;*

We have reviewed the G units as a part of this project and also previous projects. The G is always twinned with the F unit which is a shallower unit, to allow better access to light at the inside corner. Units of this exact configuration are under construction at Cambridge Park and we are satisfied with their outlook and access to light. Inside corners are a common condition on buildings such as this and we have already spent considerable time working on both the G and F units to work in tandem in these conditions. We have reviewed our roofline in these inside corners and pulled the overhangs back as much as possible to ensure maximum light penetration.

9. *design development to the parking entry elevation to provide more detail and sense of entry to the parkade;*

See attached sketches SK1a and SK1b -- considerable work has been done on the parkade entry between the package that was circulated to the panel and what was presented on the boards. As this was not explored in any detail by the panellist, we believe that this comment has already been anticipated and addressed. The parkade entry is attractive and forms a prominent element on the McKim elevation. A trellis was added at the advise of Planning Staff which we believe further sets the area apart from the typical treatment of the McKim frontage.

10. *introduce more dense and mature landscaping to mitigate the height of the buildings at the northwest corner of the property;*

See attached sketch SK2. Larger specimen trees (10cm cal. red Oak) have been added at the northwest corner.

11. *design development to the relationship between the hip roof and gable roofs;*

See attached sketch SK3. As gable roofs are not a common feature of this project, we can only guess that this comment may have been directed to our mansard roof areas. We can assure Planning that roofs have been worked out and are geometrically resolved. Attached is a section of the mansard roof condition for clarification.

12. *design development to the archway on Odlin Road elevation and consider form and materiality;*

See SK4. The archway has been added at the McKim entry as well to make it a consistent element on the entry lobbies. As we understood, the concern with the archway was more a question of its appropriateness, given that it was the only instance of that for, by using it consistently at both entries, we feel it becomes a more universal form and creates a stronger similarity between the two entries.

13. *design development to the courtyard and consider (i) introducing more softness and richness in green landscaping, and (ii) programming to respond to a variety of uses by different types of residents;(children's play area);*

(i) The plant list (see SK-5 attached plant lists) has considerable variety and richness. To introduce more planting beds would require that lawn areas be reduced. As these areas are seen as a usable amenity to the residents, we would prefer to keep them in the scheme. (ii) The courtyard already contains a number of programmed uses including: a pool and hot tub, a children's play area, an "active" lawn for bocce or lawnbowling, a covered seating pavilion, water feature along with pathways and seating areas. We feel the variety and types of use have already been considered and addressed.

14. *design development to the west elevation along Alexandra Way to break up the massing;*

We have worked with a number of elements along the west elevation to provide more variety and visual interest. The height of the brick and detailing of the balconies has been enhanced on both sides of the rest area – these are now more consistent with the treatment of the buildings flanking the lobbies and so create prominence and a sense of hierarchy. Additional brick has been added to the central bay and updated have been made to the roofline (see below). As only minor modification of massing was requested (see 3 above), we felt this could be accomplished with out significant changes to our floorplans.

15. *design development to the roof line of the west elevation (Alexandra Way) to be more reminiscent of the KcKim Way elevation;*

The roofline has been updated – pulling it back on the inside corners as noted in item 8 above has resulted in some variation to the ridge line. To the experience at grade, though, the ridge line matters very little – it tends to draw a disproportionate focus on elevation. To address the ground level experience, some gable roof elements have been added over balconies. The mansard roof elements could not be incorporated here as they would create additional overhang to the greenway which Planning has already indicted would not be acceptable. It should be noted that there is quite a lot of variety to the roof that doesn't convey well in elevation (the layered hip roof elements). This will come through more clearly in our next presentation with the model.

16. *investigate fire access requirements of the interior courtyard units; and*

A code consultant is reviewing the scheme. As always, we will work with the City's Fire Departments to ensure all access and life safety requirements are met.

17. *Staff to consider and to formulate a clear set of design guidelines for the Alexandra Way promenade to provide uniform standards and consistency particularly with regard to materials and lighting.*

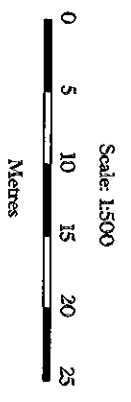
In the absence of such design guidelines, we will continue to develop the scheme for the greenway, working to keep items like material and lighting consistent with the earlier south portion as directed by Planning.



Pacific Sum
Tree Services
604-323-4270

andernatt@shaw.ca
www.pacificsumtree.com

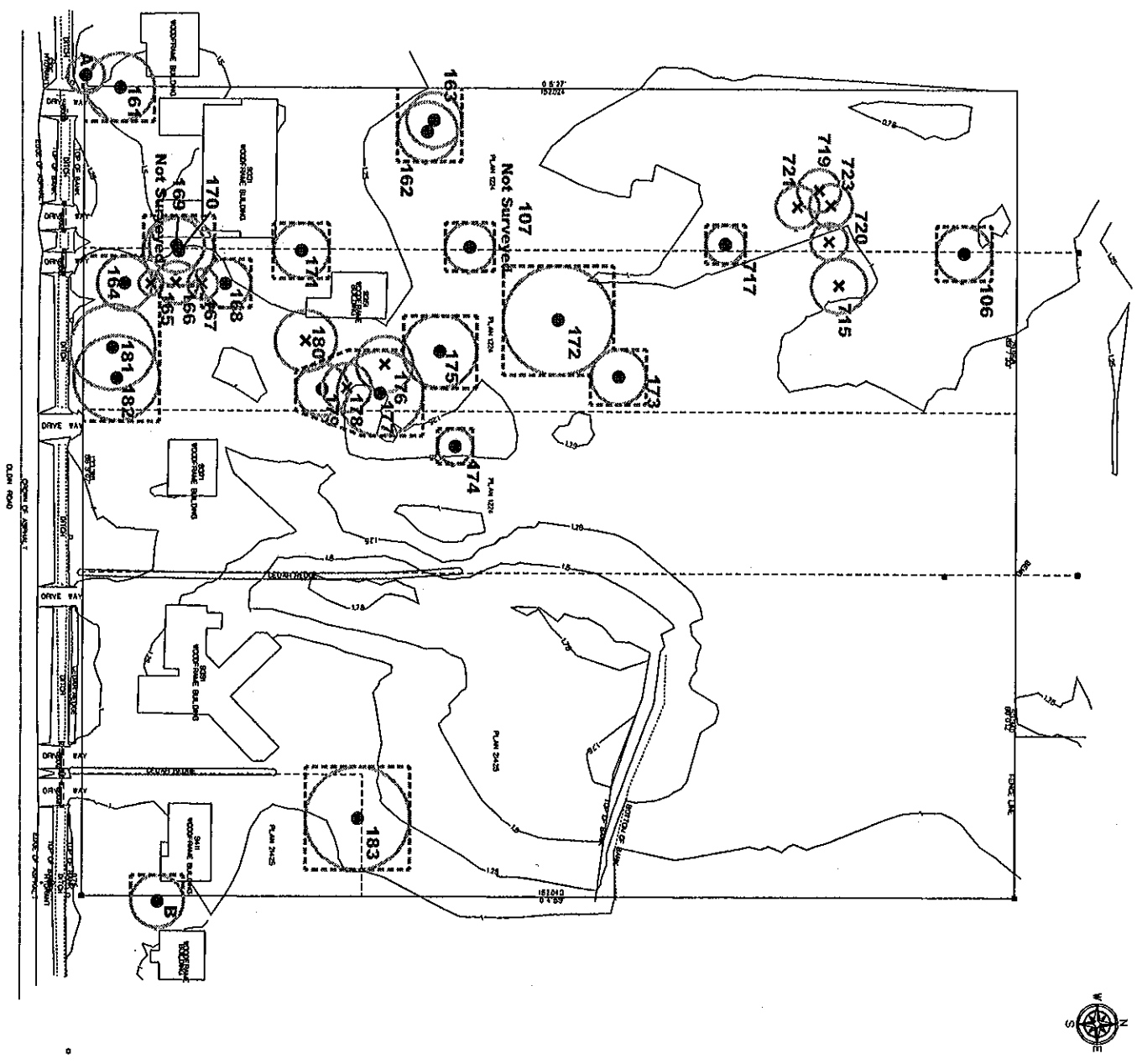
Tree Location and Retention Plan



Date: July 2010
Client: Polygon Homes Ltd.
Project: Mayfair Place
Project Address: 9331 to 9411 Odlin Road
Richmond B.C.

Tree Recommended For Retention ● 1
Tree Recommended For Removal x 1
Actual Crown Drip-line ○
Protection Barrier - - -

- NO ON-SITE TREES TO BE RETAINED
- TREES ON THE BORDER ARE TO BE RETAINED



**Conditional Zoning Requirements
9331, 9351, 9371, 9391 and 9411 Odlin Road
RZ 10-537689**

Prior to adoption of Zoning Amendment Bylaw 8673, the developer is required to complete the following requirements to the satisfaction of the Director of Development.

- 1) Consolidate all FIVE lots into one development parcel.
- 2) Make a land dedication for road of up to ten (10) meters wide along the northern end of the subject property to allow for the continued development of McKim Way. The exact amount of land dedication required will be confirmed as part of the Servicing Agreement. Road design as deemed necessary by the Director of Transportation.
- 3) Registration of a Public Right Of Passage (PROP) statutory rights-of-way along the entire western edge of the subject property (after land dedication) for the development of Alexandra Way. The PROP shall include:
 - Minimum width of 5 meters wide.
 - An additional PROP SRW at the intersection of Odlin Road for an additional 3 meter wide PROP at the south property line to angle into the property at 45 degrees until it meets with the 5.0 meter width.
 - An additional PROP SRW is to be registered at the intersection of McKim Way. This additional PROP is to be measured along the PROP boundary (listed above) starting 5 meters south of the intersection of the north property line (after dedication), then east until the boundary reaches the curve along the north property line (after dedication).
 - An additional PROP is to be registered at the mid-block between Odlin Road and McKim Way to allow a rest area at the mid-block location that also serves as the access location to the central courtyard. The 12 meter (north-south) by 5 meter (east-west) PROP is to be centrally located at the access point to the central courtyard and will project further east of the 5 meter wide PROP listed above.
 - After satisfactory completion, the City will maintain the hard surfacing of the walkway, with the Strata Corporations maintaining the soft landscaping on their property.
 - Installation of signage at both ends of the block is to be installed to notify users that the path is available for public use.
- 4) Registration of a Flood Plain Restrictive Covenant specifying a minimum habitable floor level of 2.6 GSC.
- 5) Registration of an Aircraft Noise Sensitive Use Covenant.
- 6) Registration of a restrictive covenant to identify the guest suites are registered as common property to prevent future sale or conversion of the unit.
- 7) Registration of the City's standard Housing Agreement(s) to secure 16 affordable housing units consisting of 16 two-bedroom units over the three buildings. The terms of the Housing Agreement(s) will include the following minimum unit sizes, maximum rental rates and eligible tenant income thresholds as defines in the City's Affordable Housing Strategy.

Unit Type	Minimum Unit Sizes	Maximum Monthly Rent*	Total Household Annual Income ^{1*}
Bachelor	37 m ² (400 ft ²)	\$788	\$31,500 or less
One bedroom	50 m ² (535 ft ²)	\$875	\$35,000 or less
Two bedroom	80 m ² (860 ft ²)	\$1,063	\$42,500 or less
Three bedroom	91 m ² (980 ft ²)	\$1,275	\$51,000 or less

- The 16 Affordable Housing units shall be constructed in two phases with 8 units to be constructed in Phase 1 and 8 units in Phase 2.
 - The term of the agreement is in perpetuity.
 - This agreement shall include provisions to ensure the occupancy of the Affordable Housing Units enjoy full and unrestricted access and use of the indoor amenity space.
- 8) Voluntary contribution of \$210,040.00 towards the provision of West Cambie child care facilities to the City.
 - 9) Voluntary contribution of \$210,040.00 towards the provision for City Beautification works within the Alexandra Neighbourhood (West Cambie). A reduction to this contribution for the engineering design costs of the Alexandra Way throughway is to be determined by the Director of Development.
 - 10) Voluntary contribution of \$24,505.00 to assist in the Planning and Engineering costs for the Community Planning and Engineering services and infrastructure costs of the West Cambie Neighbourhood plan.
 - 11) Provision of Public Art along Alexandra Way in accordance with City Policy, or a contribution toward the City's public Art Statutory Reserve Fund in the amount of \$210,040.00.
 - 12) Registration of a legal agreement(s) regarding the developer's voluntary commitment to connect to the West Cambie District Energy Utility (DEU), including the operation of and use of the DEU and all associated obligations and agreement as determined by the Director of Engineering.
 - 13) Enter into the City's standard Servicing Agreement to design and construct offsite upgrades. All water, storm and sanitary upgrades determined via Capacity Analysis approved by the Director of Engineering and all road and Transportation items to be determined by the Director of transportation. Works include, but are not limited to:
 - a) Road widening and frontage improvements along the north side of Odlin Road to the following ultimate cross section:
 - 11.2 meter wide road pavement
 - 0.15 meter wide curb and gutter
 - 1.62 meter wide treed and grassed boulevard
 - 2.0 meter wide sidewalk
 - 0.5 meter wide buffer between the sidewalk and the property line.

- b) Road design and construction of the McKim Way to coordinate with the offsite works completed with the Oris Development projects as part of RZ 07-366342 and RZ 07-380198 (SA 08-434616) and to a similar cross section dimension as indicated above (13a). The frontage improvements along McKim Way to be completed with road and infrastructure extensions as appropriate to facilitate its further development to future sites.
 - c) Design and construction of a special pedestrian crossing for both sides of Odlin Road and McKim Way for Alexandra Way. The detailed design to be determined by the Director of Transportation.
 - d) Provide an interim design for Alexandra Way for the period of time until the site to the west (9291 Odlin Road) is set for redevelopment that will complete the full width of the path. Also the applicant is to provide a finished design to guide the final construction, including grading, lighting and pavement as determined by the Director of Transportation.
 - e) Construct the storm sewer out to Garden City Road along the north edge of Odlin Road as determined by the storm sewer capacity analysis approved by the Director of Engineering.
 - f) Interim pedestrian sidewalk along the south side of Odlin Road from Dubbert Street to Garden City Road.
- 14) The submission and processing of a Development Permit* completed to a level of acceptance by the Director of Development. In addition to the standard review, the applicant is to prove information pertaining to:
- a) Design of the interim and final design of the Alexandra Way thoroughfare. These designs are to include:
 - i. Connection with the units fronting the throughway;
 - ii. Connection with the access to the central courtyard;
 - iii. Intersection design at both Odlin Road and McKim Way;
 - iv. Frontage improvements to and from the intersection to the crosswalk; and
 - v. The crosswalk across Odlin Road and McKim Way.
 - b) Overall appropriateness of the landscaping plan – in particular the central amenity area and courtyard.
 - c) Adjust the underground parking stall configuration to meet the stall width of a small car to 2.3 meters.
 - d) Provide an illustration to show the manoeuvrability of SU9 vehicles to and from the loading bays.
 - e) Design of a child's play area within the outdoor amenity area.
 - f) Overall appropriateness to the form and character of the buildings and the interaction to the street.
 - g) Appearance of the building along McKim Way to address design issues at the intersection of Stolberg Street and McKim Way
 - h) Submission of an acoustical report to address aircraft noise mitigation to the project.
- 17) Prior to issuance of a Building Permit*, the developer is required to complete the following:
- a) A construction parking and traffic management plan to be provided to the satisfaction of the Transportation Department (<http://www.richmond.ca/services/ttp/special.htm>);

- b) Incorporation of accessibility measures for aging in place in Building Permit drawings for all units including lever handles for doors and faucets and blocking in all washroom walls to facilitate future potential installation of grab bars/handrails;
- c) The applicant is required to obtain a Building Permit for any construction hoarding associated with the proposed development. If construction hoarding is required to temporarily occupy a street, or any part thereof, or occupy the air space above a street or any part thereof, additional City approvals and associated fees may be required as part of the Building Permit. Contact Building Approvals Division at 604-276-4285.
- d) Fire flow calculations based on the Fire Underwriter Survey confirming adequate available flow is required at the Building Permit stage;
- e) Demonstration of compliance with all terms outlined in Section 4.16 of the Zoning Bylaw to permit floor area exclusion in lieu of the provision of dwelling units with basic universal housing features;
- f) Certification by a registered professional that any required noise insulation measures may be installed according to recommendations in the required acoustic report;
- g) Payment of \$1,836.72 per unit plus applicable interest towards the Alexandra Neighbourhood Development Agreement; and
- h) Payment of the Supplementary Development Cost Charges for the Alexandra Area.

* Note: This requires 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, and/or such other security deemed necessary or advisable by the Director of Development. All agreements shall be in a form and content satisfactory to the Director of Development.

Signed

Date



**Richmond Zoning Bylaw 8500
Amendment Bylaw 8673 (RZ 10-537689)
9331, 9351, 9371, 9391 AND 9411 ODLIN ROAD**

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

- 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 **LOW RISE APARTMENT (ZLR24) – ALEXANDRA NEIGHBOURHOOD (WEST CAMBIE)**

P.I.D. 004-114-001

East Half Lot 24 Block "A" Section 34 Block 5 North Range 6 West New Westminster District Plan 1224

P.I.D. 012-030-813

West Half Lot 23 Block "A" Section 34 Block 5 North Range 6 West New Westminster District Plan 1224

P.I.D. 003-819-141

East Half Lot 23 Block "A" Section 34 Block 5 North Range 6 West New Westminster District Plan 1224

P.I.D. 010-443-525

Lot 31 Section 34 Block 5 North Range 6 West New Westminster District Plan 21425

P.I.D. 010-443-487

Lot 30 Section 34 Block 5 North Range 6 West New Westminster District Plan 21425

- This Bylaw may be cited as "**Richmond Zoning Bylaw 8500, Amendment Bylaw 8673**".

FIRST READING

NOV 22 2010

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

ADOPTED

CITY OF RICHMOND
APPROVED by
APPROVED by Director or Solicitor

MAYOR

CORPORATE OFFICER



**Richmond Zoning and Development Bylaw 8500
Amendment Bylaw 8674 (RZ 10-537689)
9331, 9351, 9371, 9391 AND 9411 ODLIN ROAD**

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

1. Richmond Zoning and Development Bylaw 8500, is amended by inserting the following new text into the Low Rise Apartment (ZLR24) – Alexandra Neighbourhood Subsection 18.24.6.1(d):
 - d) 6.0 m from McKim Way

2. Richmond Zoning and Development Bylaw 8500, is amended by inserting the following new text into the Low Rise Apartment (ZLR24) – Alexandra Neighbourhood Subsection 18.24.6.2(d):
 - d) 1.5 m on McKim Way

3. Richmond Zoning and Development Bylaw 8500, is amended by inserting the following new text into the Low Rise Apartment (ZLR24) – Alexandra Neighbourhood Subsection 18.24.6.3(d):
 - d) 3.0 m to McKim Way

4. This Bylaw may be cited as **“Richmond Zoning and Development Bylaw 8500, Amendment Bylaw 8674”**.

FIRST READING

NOV 22 2010

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

ADOPTED



MAYOR

CORPORATE OFFICER



To: Mayor and Councillors
From: Wayne Craig
Acting Director of Development
Date: November 19, 2010
File: RZ 10-537689

Re: Response to Request of Planning Committee
Re: Rezoning (RZ 10-537689) Polygon Development 220 Ltd.
– 9331, 9351, 9371, 9391 and 9411 Odlin Road

This memo responds to Planning Committee’s request for additional information on the minimum parking stall dimensions required by the City’s Zoning Bylaw, the proposed development’s requested residential parking variance and the implementation of the Alexandra Way greenway.

Minimum Parking Stall Dimensions and Requested Parking Variance

The City’s Zoning Bylaw permits a maximum of 50% of the total number of parking stalls provided on a development site to be small car parking spaces. The minimum parking stall dimensions are as indicated in the following table.

	Length	Width
Standard Car Space	5.5 m	2.5 m
Small Car Space	4.6 m	2.3 m

The Staff Report on the proposed rezoning indicates that the applicant would be providing 567 total parking stalls comprised of a mix of approximately 70% standard car stalls and 30% small car stalls. The proposed parking structure layout has resulted in a requested parking stall variance of 35 parking stalls, which is off-set by the applicant’s Transportation Demand Management (TDM) package. Planning Committee members requested that staff and the applicant investigate revisions to the parking structure layout to determine if additional on-site parking stalls could be provided.

A preliminary assessment, conducted by the applicant, has indicated that an additional 10 parking stalls could likely be accommodated in the parking structure through parking stall and drive aisle changes. Staff and the applicant will continue to investigate parking structure efficiencies in an effort to maximize the total number of parking stalls provided on-site as part of the Development Permit review process. A detailed description of any proposed parking variance and the associated TDM package will be included in the Staff Report for the Development Permit.

Implementation of Alexandra Way in West Cambie

This proposal will contribute to the further development of a privately-owned, publicly-accessible greenway corridor as identified in the West Cambie Alexandra Neighbourhood Area Plan.

Attachment 1 shows the conceptual alignment of the Alexandra Way greenway on the Alexandra Neighbourhood Land Use Map. The conceptual alignment of the corridor reflects the intent of a pedestrian spine through the neighbourhood, connecting the corner of Garden City Road and Alderbridge Way, through the neighbourhood to connect with Cambie Road and Stolberg Street at the northern entrance to the neighbourhood.

Actual implementation of this pedestrian corridor has required a careful examination and evaluation of alternative alignments that responds to ongoing development activity in the area while also achieving the urban design objectives set out in the Area Plan.

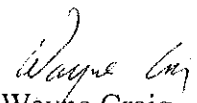
Resulting from the analysis undertaken by Development Applications, Transportation, Parks and Engineering staff, the conceptual alignment of Alexandra Way has been adjusted and appropriate Public Rights-of-Passage Rights-of-Way (PROP ROW) are being secured in order to:

- Respect the existing subdivision pattern by using existing property lines to facilitate easier land assemblies;
- Achieve equitable distribution of land contributions and construction requirements for development sites adjacent to the corridor; and
- Reflect the pattern of development resulting from current land assemblies already taking place in the area.

The realignment of Alexandra Way to address these points has established an alignment along shared property lines between current and proposed developments as shown in **Attachment 2**. This alignment respects the conceptual route by providing the same main north and south entry points to the pedestrian corridor with minor adjustments in direction through the neighbourhood in response to property assemblies along with constructed and proposed developments in the area.

In order to achieve consistency of character along its full extent, design standards have been defined to ensure high quality design and safety standards are provided to ensure users have an enjoyable pedestrian experience. The direction of the design focus is on providing a quality pedestrian experience by ensuring appropriate separation between buildings, transitional grade changes between the greenway and abutting buildings, limited landscape retaining wall heights, a wide and meandering pedestrian path, resting areas with street furniture, decorative paving material and quality landscape as illustrated in the typical cross-section provided in **Attachment 3**.

The challenge in achieving the Area Plan objectives while also respecting actual development land assemblies is that, in some cases, the greenway must be continued along the sidewalk of neighbourhood streets. To ensure continuity, where the greenway continues along the City sidewalk, these portions of the sidewalk are intended to have special treatment that is consistent with the portions of the pedestrian corridor between development sites. This special sidewalk treatment will provide visual clues and way finding continuity to the corridor through the introduction of wider sidewalks with different pavement texture, distinctive street tree planting, and special pedestrian road crossings with associated traffic calming measures to ensure users are provided with a safe and inviting pedestrian experience. The greenway will be constructed by developers adjacent to the greenway through a Servicing Agreement with the City as developments proceed.


Wayne Craig
Acting Director of Development

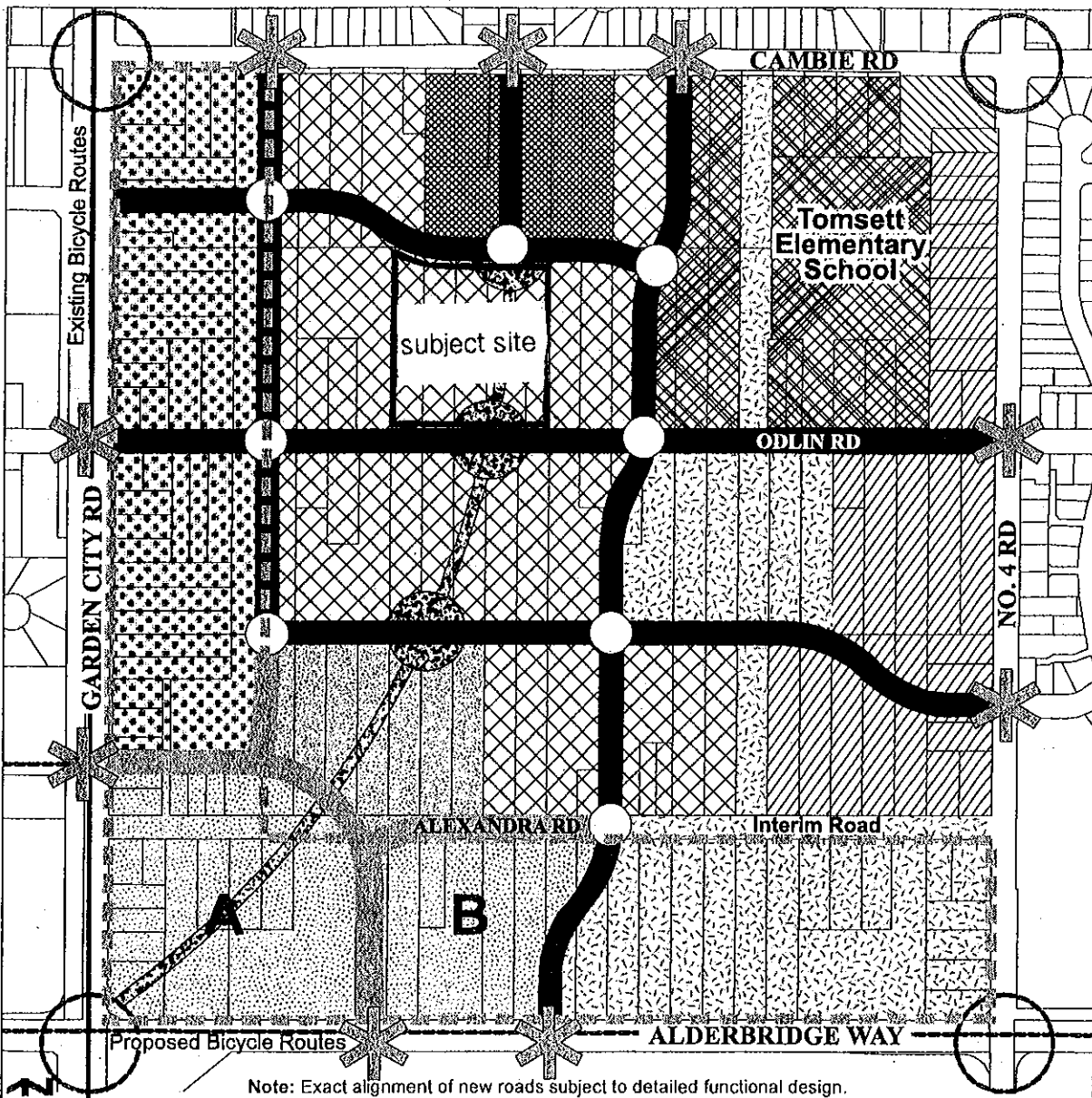
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Att. (3)

cc: Joe Erceg, MCIP, General Manager, Planning and Development
Victor Wei, P. Eng., Director, Transportation

City of Richmond

Alexandra Neighbourhood Land Use Map *Bylaw 8397
2009/09/28*



Note: Exact alignment of new roads subject to detailed functional design.

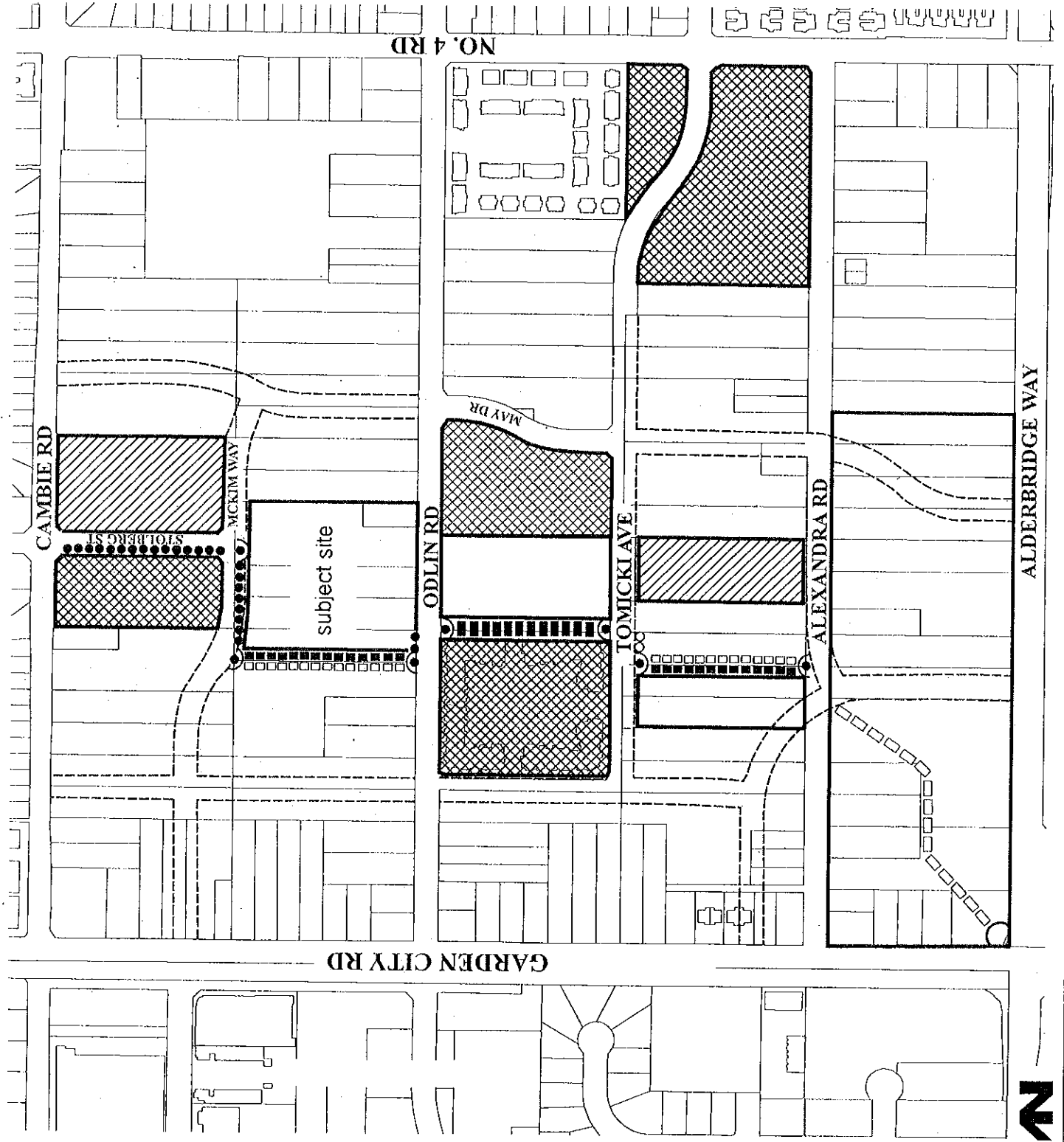
Area of No Housing Affected by Aircraft Noise	Residential Area 2 0.65 base FAR (Max. 0.75 FAR with density bonusing for affordable housing). 2 & 3-storey Townhouses.	Park: North Park Way, Central Park, Natural Park, South Parkway
Business/Office – office over retail FAR up to 1.25	Mixed Use: Hotel, office and streetfront retail commercial. Area A: Min. 1.25 FAR up to 2.0. Area B: Large and small floor plate up to 1.0 FAR.	Alexandra Way (Public Rights of Passage Right-of-way)
Convenience Commercial	Mixed Use: • abutting the High Street, medium density residential over retail; • not abutting the High Street, medium density residential.	Proposed Roadways
Residential Area 1 1.50 base FAR (Max. 1.70 FAR with density bonusing for affordable housing). Townhouse, low-rise Apts. (4-storey typical).	1.25 base FAR. Building heights low to mid-rise. (Max. 1.50 FAR with density bonusing for affordable housing).	High Street
Residential Area 1A 1.50 base FAR (Max. 1.75 FAR with density bonusing for affordable housing). Townhouse, low-rise Apts. (6-storey maximum).	Community Institutional	New Traffic Signals
		Feature Intersections – details to be developed
		Feature Landmarks in combination with Traffic Calming Measures

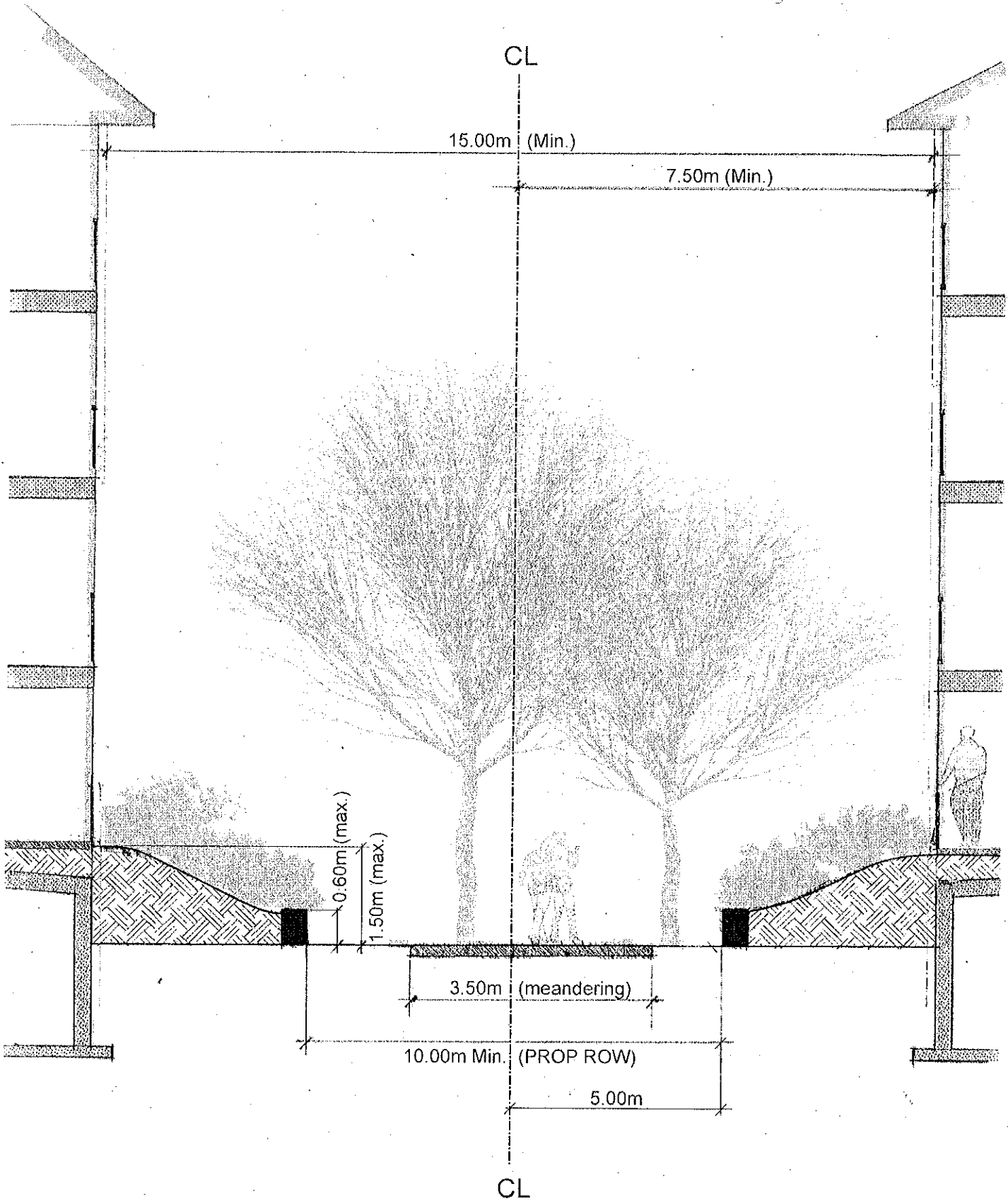
ALEXANDRA WAY
(Adjusted Alignment)

- Full Width Secured
- Half Width Secured
- Extension Planned
- Extension on Street (Secured)
- Extension on Street (Planned)
- Entry Feature

Development Activity

- New Development (Built or Under Construction)
- New Development (Approved)
- New Development (Under Review)
- Neighbourhood Street Network





ALEXANDRA WAY Cross-Section (Typical) N.T.S.



City of Richmond

Report to Committee

To Council - Dec 13, 2010
To: Planning Comm. Dec. 7, 2010

To: Planning Committee

Date: November 23, 2010

From: Mike Kirk
Deputy Chief Administrative Officer

File: 08-4057-05/2010

Re: **Housing Agreement Bylaw No. 8677 to Permit the City to Enter into a Housing Agreement to Secure Affordable Housing Units- 9331, 9351, 9371, 9391 & 9411 Odlin Road**

Staff Recommendation

1. That Bylaw No. 8677 be introduced and given first reading to permit the City in accordance with section 905 of the *Local Government Act* to enter into a Housing Agreement with Polygon Mayfair Place Homes Ltd. (or its designate). The Housing Agreement together with a housing covenant will act to secure the 16 affordable housing units that are proposed as part of Rezoning Application No. 10-537689 which relates to a development to be constructed on 9331, 9351, 9371, 9391 & 9411 Odlin Road.
2. That the Deputy Chief Administrative Officer be authorized to execute the Housing Agreement on behalf of the City and to take all required steps to file a notice of the Housing Agreement in the Land Title Office.

Mike Kirk
Deputy Chief Administrative Officer
(604-276-4142)

Att.

FOR ORIGINATING DEPARTMENT USE ONLY					
ROUTED TO:		CONCURRENCE		CONCURRENCE OF GENERAL MANAGER	
Law		Y <input checked="" type="checkbox"/> N <input type="checkbox"/>			
Development Applications		Y <input checked="" type="checkbox"/> N <input type="checkbox"/>			
REVIEWED BY TAG		YES	NO	REVIEWED BY CAO	
		<input checked="" type="checkbox"/>	<input type="checkbox"/>	YES	NO
					<input checked="" type="checkbox"/>

Staff Report

Origin

The purpose of this report is to recommend to Council adoption of a Housing Agreement Bylaw (Bylaw No. 8677, attached) to secure 16 affordable units in a proposed development at 9331, 9351, 9371, 9391 & 9411 Odlin Road. The report and bylaw are consistent with Council's adopted term goal:

Improve the effectiveness of the delivery of social services in the City through the development and implementation of a Social and Community Services Strategy that includes increased social housing, implementation of the campus of care concept and an emergency shelter for women.

They are also consistent with the Richmond Affordable Housing Strategy, adopted on May 28, 2007, which specifies the creation of affordable low end market rental units as a key housing priority for the City.

The City received a rezoning application by Polygon Development 220 Ltd. for rezoning at 9331, 9351, 9371, 9391 & 9411 Odlin Road from "Single Detached (RS1/F)" to "Low Rise Apartment (ZLR24)- Alexandra Neighbourhood (West Cambie)", in order to permit a four (4) storey residential development consisting of approximately 358 units that includes 16 affordable units. (Polygon Mayfair Place Homes Ltd. is the registered owner of the subject properties.)

The rezoning application was approved at the November 16, 2010 Planning Committee Meeting, given first reading at the November 22, 2010 Council meeting, and will be presented for second and third reading at Public Hearing on December 20, 2010 (Rezoning 10-537689 and associated Bylaw Number 8674).

The *Local Government Act*, Section 905, states that a local government may, by bylaw, enter into a Housing Agreement to secure affordable housing units. The proposed Housing Agreement Bylaw for the subject 9331, 9351, 9371, 9391 & 9411 Odlin Road development (Bylaw 8677) is presented as attached. It is recommended that the Bylaw be introduced and given first reading. Following adoption of the Bylaw, the City will be able to execute the Housing Agreement (Attachment 1) and arrange for notice of the agreement to be filed in the Land Title Office.

Analysis

The subject rezoning application involves a development consisting of 358 residential apartment units, including: 16 affordable housing units over one level of underground parking. The affordable housing units include fifteen affordable low end market rental units and one two-bedroom unit dedicated for the concierge. Of the sixteen affordable housing units, fourteen units are designated for conversion to allow for universal access for those with limited mobility.

The applicant has agreed to register notice of the Housing Agreement on title to secure the 16 affordable housing units. The Housing Agreement restricts the annual household incomes for eligible occupants and specifies that the units must be made available at low end market rates in perpetuity. The agreement also includes provisions for annual adjustment of the maximum

annual household incomes and rental rates. The applicant has agreed to the terms and conditions of the attached Housing Agreement.

Financial Impact

Administration of this Housing Agreement will be covered by existing City resources.

Conclusion

In accordance with the Local Government Act (Section 905), adoption of Bylaw No. 8677 is required to permit the City to enter into a Housing Agreement which together with the housing covenant will act to secure the sixteen affordable housing units that are proposed in association with Rezoning Application No. 10-537689.

It is thus recommended that first reading be given to Bylaw No. 8677.



Dena Kae Beno
Affordable Housing Coordinator
(604-247-4946)

DB

HOUSING AGREEMENT
(Section 905 Local Government Act)

THIS AGREEMENT is dated for reference the ___ day of _____, 2010.

BETWEEN:

POLYGON MAYFAIR PLACE HOMES LTD. (Inc. #0813630)
a company duly incorporated under the laws of the Province of British
Columbia and having its offices at 900 – 1333 West Broadway,
Vancouver, British Columbia, V6H 4C2

(the “Owner” as more fully defined in section 1.1 of this
Agreement)

AND:

CITY OF RICHMOND
a municipal corporation pursuant to the *Local Government Act* and
having its offices at 6911 No. 3 Road, Richmond, British
Columbia, V6Y 2C1

(the “City” as more fully defined in section 1.1 of this Agreement)

WHEREAS:

- A. Section 905 of the *Local Government Act* permits the City to enter into and, by legal notation on title, note on title to lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units;
- B. The Owner is the registered and beneficial owner of the Lands (as hereinafter defined); and
- C. The Owner and the City wish to enter into this Agreement (as herein defined) to provide for affordable housing on the terms and conditions set out in this Agreement,

In consideration of \$10.00 and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by both parties), and in consideration of the promises exchanged below, the Owner and the City covenant and agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words have the following meanings:

- (a) **"Affordable Housing Strategy"** means the Richmond Affordable Housing Strategy dated May 9, 2007, and approved by the Richmond City Council on May 28, 2007, as amended as of the date of this Agreement, and as may be further amended by the City from time to time in its sole discretion;
- (b) **"Affordable Housing Unit"** means a Dwelling Unit or Dwelling Units designated as such in accordance with a building permit and/or development permit issued by the City and/or, if applicable, in accordance with any rezoning consideration applicable to the development on the Lands and includes, without limiting the generality of the foregoing, the Dwelling Unit charged by this Agreement;
- (c) **"Agreement"** means this agreement together with all schedules, attachments and priority agreements attached hereto;
- (d) **"City"** means the City of Richmond;
- (e) **"CPI"** means the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Statistics Canada, or its successor in function;
- (f) **"Daily Amount"** means \$100.00 per day as of January 1, 2011, adjusted thereafter by adding thereto an amount calculated by multiplying \$100.00 by the percentage change in the CPI since January 1, 2011, to January 1 of the year that a written notice is delivered to the owner by the City pursuant to section 6.1 of this Agreement. In the absence of obvious error or mistake, the City's calculation of the Daily Amount in any particular year shall be final and conclusive;
- (g) **"Dwelling Unit"** means a residential dwelling unit or units located or to be located on the Lands whether those dwelling units are lots, strata lots or parcels, or parts or portions thereof, and includes single family detached dwellings, duplexes, townhouses, auxiliary residential dwelling units, rental apartments and strata lots in a building strata plan and includes, where the context permits, an Affordable Housing Unit;
- (h) **"Eligible Tenant"** means a Family having a cumulative annual income of:
 - (i) in respect to a bachelor unit, \$31,500 or less;
 - (ii) in respect to a one bedroom unit, \$35,000 or less;
 - (iii) in respect to a two bedroom unit, \$42,500 or less; or

(iv) in respect to three or more bedroom unit, \$51,000 or less

provided that, commencing January 1, 2011, the annual incomes set-out above shall, in each year thereafter, be adjusted, plus or minus, by adding or subtracting therefrom, as the case may be, an amount determined by the City pursuant to the Affordable Housing Strategy;

- (i) **"Family"** means:
- (i) a person;
 - (ii) two or more persons related by blood, marriage or adoption; or
 - (iii) a group of not more than 6 persons who are not related by blood, marriage or adoption
- (j) **"Housing Covenant"** means the agreements, covenants and charges granted by the Owner to the City (which includes covenants pursuant to section 219 of the *Land Title Act*) charging the Lands registered on ___ day of _____, 2010, under number _____;
- (k) **"Interpretation Act"** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (m) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;
- (l) **"Lands"** means the following lands and premises situate in the City of Richmond and, including a building or a portion of a building, into which said land is Subdivided:
- | | |
|------------------|--|
| PID: 004-114-001 | East Half Lot 24 Block "A" Section 34 Block 5 North Range 6 West NWD Plan 1224 |
| PID: 012-030-813 | West Half Lot 23 Block "A" Section 34 Block 5 North Range 6 West NWD Plan 1224 |
| PID: 003-819-141 | East Half Lot 23 Block "A" Section 34 Block 5 North Range 6 West NWD Plan 1224 |
| PID: 010-443-525 | Lot 31 Section 34 Block 5 North Range 6 West NWD Plan 21425 |
| PID: 010-443-487 | Lot 30 Section 34 Block 5 North Range 6 West NWD Plan 21425 |
- (m) **"Local Government Act"** means the *Local Government Act*, R.S.B.C. 1996, Chapter 323, together with all amendments thereto and replacements thereof;

- (n) **"LTO"** means the New Westminster Land Title Office or its successor;
- (o) **"Owner"** means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of an Affordable Housing Unit from time to time;
- (p) **"Permitted Rent"** means no greater than:
 - (i) \$788.00 a month for a bachelor unit;
 - (ii) \$875.00 a month for a one bedroom unit;
 - (iii) \$1,063.00 a month for a two bedroom unit; and
 - (iv) \$1,275.00 a month for a three (or more) bedroom suite,

provided that, commencing January 1, 2011, the rents set-out above shall, in each year thereafter, be adjusted, plus or minus, by adding or subtracting therefrom, as the case may be, an amount determined by the City pursuant to the Affordable Housing Strategy;

In the event that in determining the amount set-out above, the rental increase is at any time greater than the rental increase permitted by the *Residential Tenancy Act*, then the increase will be reduced to the maximum amount permitted by the *Residential Tenancy Act*. In the absence of obvious error or mistake, any calculation that may be made by the City of the Permitted Rent in any particular year shall be final and conclusive;

- (q) **"Real Estate Development Marketing Act"** means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (r) **"Residential Tenancy Act"** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (s) **"Strata Property Act"** means *Strata Property Act* S.B.C. 1998, Chapter 43 together with together with all amendments thereto and replacements thereof;
- (t) **"Subdivide"** means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of "cooperative interests" or "shared interest in land" as defined in the *Real Estate Development Marketing Act*;

- (u) **"Tenancy Agreement"** means a tenancy agreement, lease, license or other agreement granting rights to occupy an Affordable Housing Unit; and
- (v) **"Tenant"** means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement.

1.2 In this Agreement:

- (a) reference to the singular includes a reference to the plural, and *vice versa*, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (f) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;
- (i) reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a "party" also includes an Eligible Tenant, agent, officer and invitee of the party;
- (j) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided; and
- (k) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".

ARTICLE 2
USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS

- 2.1 The Owner agrees that each Affordable Housing Unit may only be used as a permanent residence occupied by one Eligible Tenant. An Affordable Housing Unit must not be

occupied by the Owner, the Owner's family members (unless the Owner's family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant.

- 2.2 Within 30 days after receiving notice from the City, the Owner must, in respect of each Affordable Housing Unit, provide to the City a statutory declaration, substantially in the form (with, in the City Solicitor's discretion, such further amendments or additions as deemed necessary) attached as Appendix A, sworn by the Owner, containing all of the information required to complete the statutory declaration. The City may request such statutory declaration in respect to each Affordable Housing Unit no more than once in any calendar year; provided however, notwithstanding that the Owner may have already provided such statutory declaration in the particular calendar year, the City may request and the Owner shall provide to the City such further statutory declarations as requested by the City in respect to an Affordable Housing Unit if, in the City's absolute determination, the City believes that the Owner is in breach of any of its obligations under this Agreement.
- 2.3 The Owner hereby irrevocably authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.

ARTICLE 3

DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS

- 3.1 The Owner will not permit an Affordable Housing Unit Tenancy Agreement to be subleased or assigned.
- 3.2 If this Housing Agreement encumbers more than one Affordable Housing Unit, then the Owner may not, without the prior written consent of the City Solicitor, sell or transfer less than 5 Affordable Housing Units in a single or related series of transactions with the result that when the purchaser or transferee of the Affordable Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than 5 Affordable Housing Units except that the Owner may sell and transfer 1 (one) Affordable Housing Unit to the strata corporation created upon the strata title subdivision of the Lands to be used solely as a concierge suite for the benefit of the owners and residents of all the Dwelling Units.
- 3.3 The Owner must not rent, lease, license or otherwise permit occupancy of any Affordable Housing Unit except to an Eligible Tenant and except in accordance with the following additional conditions:
- (a) the Affordable Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
 - (b) the monthly rent payable for the Affordable Housing Unit will not exceed the Permitted Rent applicable to that class of Affordable Housing Unit;
 - (c) the Owner will not require the Tenant or any permitted occupant to pay any strata fees, strata property contingency reserve fees or any extra charges or fees for use

of any common property, limited common property, or other common areas, facilities or amenities, or for sanitary sewer, storm sewer, water, other utilities, property or similar tax; provided, however, if the Affordable Housing Unit is a strata unit and the following costs are not part of strata or similar fees, an Owner may charge the Tenant the Owner's cost, if any, of providing cablevision, telephone, other telecommunications, gas, or electricity fees, charges or rates;

- (d) the Owner will attach a copy of this Agreement to every Tenancy Agreement;
- (e) the Owner will include in the Tenancy Agreement a clause requiring the Tenant and each permitted occupant of the Affordable Housing Unit to comply with this Agreement;
- (f) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement if:
 - (i) an Affordable Housing Unit is occupied by a person or persons other than an Eligible Tenant;
 - (ii) the annual income of an Eligible Tenant rises above the applicable maximum amount specified in section 1(1)(h) of this Agreement;
 - (iii) the Affordable Housing Unit is occupied by more than the number of people the City's building inspector determines can reside in the Affordable Housing Unit given the number and size of bedrooms in the Affordable Housing Unit and in light of any relevant standards set by the City in any bylaws of the City;
 - (iv) the Affordable Housing Unit remains vacant for three consecutive months or longer, notwithstanding the timely payment of rent; and/or
 - (v) the Tenant subleases the Affordable Housing Unit or assigns the Tenancy Agreement in whole or in part,

and in the case of each breach, the Owner hereby agrees with the City to forthwith provide to the Tenant a notice of termination. Except for section 3.3(f)(ii) of this Agreement [*Termination of Tenancy Agreement if Annual Income of Tenant rises above amount prescribed in section 1(1)(h) of this Agreement*], the notice of termination shall provide that the termination of the tenancy shall be effective 30 days following the date of the notice of termination. In respect to section 3.3(f)(ii) of this Agreement, termination shall be effective on the day that is 6 months following the date that the Owner provided the notice of termination to the Tenant;

- (g) the Tenancy Agreement will identify all occupants of the Affordable Housing Unit and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing at the Affordable Housing Unit for more than 30 consecutive days or more than 45 days total in any calendar year; and

- (h) the Owner will forthwith deliver a certified true copy of the Tenancy Agreement to the City upon demand.
- 3.4 If the Owner has terminated the Tenancy Agreement, then the Owner shall use best efforts to cause the Tenant and all other persons that may be in occupation of the Affordable Housing Unit to vacate the Affordable Housing Unit on or before the effective date of termination.

**ARTICLE 4
DEMOLITION OF AFFORDABLE HOUSING UNIT**

- 4.1 The Owner will not demolish an Affordable Housing Unit unless:
- (a) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that it is no longer reasonable or practical to repair or replace any structural component of the Affordable Housing Unit, and the Owner has delivered to the City a copy of the engineer's or architect's report; or
 - (b) the Affordable Housing Unit is damaged or destroyed, to the extent of 40% or more of its value above its foundations, as determined by the City in its sole discretion,

and, in each case, a demolition permit for the Affordable Housing Unit has been issued by the City and the Affordable Housing Unit has been demolished under that permit.

Following demolition, the Owner will use and occupy any replacement Dwelling Unit in compliance with this Agreement and the Housing Covenant both of which will apply to any replacement Dwelling Unit to the same extent and in the same manner as those agreements apply to the original Dwelling Unit, and the Dwelling Unit must be approved by the City as an Affordable Housing Unit in accordance with this Agreement.

**ARTICLE 5
STRATA CORPORATION BYLAWS**

- 5.1 This Agreement will be binding upon all strata corporations created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.
- 5.2 Any strata corporation bylaw which prevents, restricts or abridges the right to use the Affordable Housing Units as rental accommodation will have no force and effect.
- 5.3 No strata corporation shall pass any bylaws preventing, restricting or abridging the use of the Affordable Housing Units as rental accommodation.
- 5.4 No strata corporation shall pass any bylaw or approve any levies which would result in only the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit (and not include all the owners, tenants, or any other permitted occupants of all the strata

lots in the applicable strata plan which are not Affordable Housing Units) paying any extra charges or fees for the use of any common property, limited common property or other common areas, facilities, or amenities of the strata corporation.

- 5.5 The strata corporation shall not pass any bylaw or make any rule which would restrict the Owner or the Tenant or any other permitted occupant of an Affordable Housing Unit from using and enjoying any common property, limited common property or other common areas, facilities or amenities of the strata corporation except on the same basis that governs the use and enjoyment of any common property, limited common property or other common areas, facilities or amenities of the strata corporation by all the owners, tenants, or any other permitted occupants of all the strata lots in the applicable strata plan which are not Affordable Housing Units.

ARTICLE 6 DEFAULT AND REMEDIES

- 6.1 The Owner agrees that, in addition to any other remedies available to the City under this Agreement or the Housing Covenant or at law or in equity, if an Affordable Housing Unit is used or occupied in breach of this Agreement or rented at a rate in excess of the Permitted Rent or the Owner is otherwise in breach of any of its obligations under this Agreement or the Housing Covenant, the Owner will pay the Daily Amount to the City for every day that the breach continues after 30 days written notice from the City to the Owner stating the particulars of the breach. For greater certainty, the City is not entitled to give written notice with respect to any breach of the Agreement until any applicable cure period, if any, has expired. The Daily Amount is due and payable 5 business days following receipt by the Owner of an invoice from the City for the same.
- 6.2 The Owner acknowledges and agrees that a default by the Owner of any of its promises, covenants, representations or warranties set-out in the Housing Covenant shall also constitute a default under this Agreement.

ARTICLE 7 MISCELLANEOUS

7.1 Housing Agreement

The Owner acknowledges and agrees that:

- (a) this Agreement includes a housing agreement entered into under section 905 of the *Local Government Act*;
- (b) where an Affordable Housing Unit is a separate legal parcel the City may file notice of this Agreement in the LTO against the title to the Affordable Housing Unit and, in the case of a strata corporation, may note this Agreement on the common property sheet; and

- (c) where the Lands have not yet been Subdivided to create the separate parcels to be charged by this Agreement, the City may file a notice of this Agreement in the LTO against the title to the Lands. If this Agreement is filed in the LTO as a notice under section 905 of the *Local Government Act* prior to the Lands having been Subdivided, it is the intention that this Agreement is, once separate legal parcels are created and/or the Lands are subdivided, to charge and secure only the legal parcels or Subdivided Lands which contain the Affordable Housing Units and the City Solicitor shall be entitled, without further City Council approval, authorization or bylaw, to partially discharge this Agreement accordingly. The Owner acknowledges and agrees that notwithstanding a partial discharge of this Agreement, this Agreement shall be and remain in full force and effect and, but for the partial discharge, otherwise unamended. Further, the Owner acknowledges and agrees that in the event that the Affordable Housing Unit is in a strata corporation, this Agreement shall remain noted on the strata corporation's common property sheet.

7.2 Modification

Subject to section 7.1 of this Agreement, this Agreement may be modified or amended from time to time, by consent of the Owner and a bylaw duly passed by the Council of the City and thereafter if it is signed by the City and the Owner.

7.3 Management

The Owner covenants and agrees that it will furnish good and efficient management of the Affordable Housing Units and will permit representatives of the City to inspect the Affordable Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Affordable Housing Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands. Notwithstanding the foregoing, the Owner acknowledges and agrees that the City, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Affordable Housing Units.

7.4 Indemnity

The Owner will indemnify and save harmless the City and each of its elected officials, officers, directors, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:

- (a) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;

- (b) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Affordable Housing Unit or the enforcement of any Tenancy Agreement; and/or
- (c) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

7.5 Release

The Owner by this Agreement releases and forever discharges the City and each of its elected officials, officers, directors, and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of or which would or could not occur but for the:

- (a) construction, maintenance, repair, ownership, lease, license, operation or management of the Lands or any Affordable Housing Unit under this Agreement; and/or
- (b) the exercise by the City of any of its rights under this Agreement or an enactment.

7.6 Survival

The obligations of the Owner set out in this Agreement will survive termination or discharge of this Agreement.

7.7 Priority

The Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement, if required by the City Solicitor, will be noted against title to the Lands in priority to all financial charges and encumbrances which may have been registered or are pending registration against title to the Lands save and except those specifically approved in advance in writing by the City Solicitor or in favour of the City, and that a notice under section 905(5) of the *Local Government Act* will be filed on the title to the Lands.

7.8 City's Powers Unaffected

This Agreement does not:

- (a) affect or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Lands;
- (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
- (c) affect or limit any enactment relating to the use or subdivision of the Lands; or

- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.

7.9 Agreement for Benefit of City Only

The Owner and the City agree that:

- (a) this Agreement is entered into only for the benefit of the City;
- (b) this Agreement is not intended to protect the interests of the Owner, any Tenant, or any future owner, lessee, occupier or user of the Lands or the building or any portion thereof, including any Affordable Housing Unit; and
- (c) the City may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.

7.10 No Public Law Duty

Where the City is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the City is under no public law duty of fairness or natural justice in that regard and agrees that the City may do any of those things in the same manner as if it were a private party and not a public body.

7.11 Notice

Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of the Owner set out in the records at the LTO, and in the case of the City addressed:

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

And to: City Solicitor
City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

And to: Senior Vice-President, Development
Polygon Mayfair Place Homes Ltd.
900 – 1333 West Broadway
Vancouver, BC V6H 4C2

or to the most recent postal address provided in a written notice given by each of the parties to the other. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery.

7.12 Enuring Effect

This Agreement will extend to and be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

7.13 Severability

If any provision of this Agreement is found to be invalid or unenforceable, such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect.

7.14 Waiver

All remedies of the City will be cumulative and may be exercised by the City in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the City exercising any or all remedies will not prevent the later exercise of any remedy for the same breach or any similar or different breach.

7.15 Sole Agreement

This Agreement, and any documents signed by the Owners contemplated by this Agreement (including, without limitation, the Housing Covenant), represent the whole agreement between the City and the Owner respecting the use and occupation of the Affordable Housing Units, and there are no warranties, representations, conditions or collateral agreements made by the City except as set forth in this Agreement. In the event of any conflict between this Agreement and the Housing Covenant, this Agreement shall, to the extent necessary to resolve such conflict, prevail.

7.16 Further Assurance

Upon request by the City, the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the City to give effect to this Agreement.

7.17 Covenant Runs with the Lands

This Agreement burdens and runs with the Lands and every parcel into which it is Subdivided in perpetuity. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors and assigns, and all persons who after the date of this Agreement, acquire an interest in the Lands.

7.18 Limitation on Owner's Obligations

The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands provided however that notwithstanding that the Owner

is no longer the registered owner of the Lands, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered owner of the Lands.

7.19 Equitable Remedies

The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for any breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.

7.20 No Joint Venture

Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.

7.21 Applicable Law

Unless the context otherwise requires, the laws of British Columbia (including, without limitation, the *Residential Tenancy Act*) will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia.

7.22 Deed and Contract

By executing and delivering this Agreement the Owner intends to create both a contract and a deed executed and delivered under seal.

7.23 Joint and Several

If the Owner is comprised of more than one person, firm or body corporate, then the covenants, agreements and obligations of the Owner shall be joint and several.

CITY OF RICHMOND APPROVED for content by originating dept.
APPROVED for legality by Solicitor
DATE OF COUNCIL APPROVAL N/A

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF RICHMOND
by its authorized signatories:

Per:

POLYGON MAYFAIR PLACE HOMES LTD.
by its authorized signatories:

Per:

Per:

Appendix A to Housing Agreement

STATUTORY DECLARATION

CANADA)	IN THE MATTER OF A
)	HOUSING AGREEMENT WITH
PROVINCE OF BRITISH COLUMBIA)	THE CITY OF RICHMOND
)	("Housing Agreement")

TO WIT:

I, _____ of _____, British Columbia, do solemnly declare that:

1. I am the owner or authorized signatory of the owner of _____ (the "Affordable Housing Unit"), and make this declaration to the best of my personal knowledge.
2. This declaration is made pursuant to the Housing Agreement in respect of the Affordable Housing Unit.
3. For the period from _____ to _____ the Affordable Housing Unit was occupied only by the Eligible Tenants (as defined in the Housing Agreement) whose names and current addresses and whose employer's names and current addresses appear below:

Names, addresses and phone numbers of Eligible Tenants and their employer(s):

4. The rent charged each month for the Affordable Housing Unit is as follows:
 - (a) the monthly rent on the date 365 days before this date of this statutory declaration: \$_____ per month;
 - (b) the rent on the date of this statutory declaration: \$_____; and
 - (c) the proposed or actual rent that will be payable on the date that is 90 days after the date of this statutory declaration: \$_____.
5. I acknowledge and agree to comply with the Owner's obligations under the Housing Agreement, and other charges in favour of the City noted or registered in the Land Title Office against the land on which the Affordable Housing Unit is situated and confirm that the Owner has complied with the Owner's obligations under the Housing Agreement.

6. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

DECLARED BEFORE ME at the City of)
Richmond, in the Province of British Columbia,)
this _____ day of _____, 2010.)

A Commissioner for Taking Affidavits in the)
Province of British Columbia)

DECLARANT

PRIORITY AGREEMENT

In respect to a Housing Agreement (the "Housing Agreement") made pursuant to section 905 of the *Local Government Act* between the City of Richmond and Polygon Mayfair Place Homes Ltd. in respect to the lands and premises legally known and described as:

- PID: 004-114-001 East Half Lot 24 Block "A" Section 34 Block 5 North Range 6 West NWD Plan 1224
- PID: 012-030-813 West Half Lot 23 Block "A" Section 34 Block 5 North Range 6 West NWD Plan 1224
- PID: 003-819-141 East Half Lot 23 Block "A" Section 34 Block 5 North Range 6 West NWD Plan 1224
- PID: 010-443-525 Lot 31 Section 34 Block 5 North Range 6 West NWD Plan 21425
- PID: 010-443-487 Lot 30 Section 34 Block 5 North Range 6 West NWD Plan 21425

(the "Lands").

The Bank of Nova Scotia (the "Chargeholder") is the holder of a Mortgage and Assignment of Rents encumbering the Lands which Mortgage and Assignment of Rents were registered in the Lower Mainland LTO under numbers BB587996 (as extended by BB605727 and BB1688309) and BB587997 (as extended by BB605728 and BB1688310) ("the Bank Charges").

The Chargeholder, being the holder of the Bank Charges, by signing below, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder) hereby consents to the granting of the Housing Agreement and hereby covenants that the Housing Agreement shall bind the Bank Charges in the Lands and shall rank in priority upon the Lands over the Bank Charges as if the Housing Agreement had been signed, sealed and delivered and noted on title to the Lands prior to the Bank Charges and prior to the advance of any monies pursuant to the Bank Charges. The grant of priority is irrevocable, unqualified and without reservation or limitation.

THE BANK OF NOVA SCOTIA

by its authorized signatories:

Per: _____

Per: _____



Housing Agreement (9331, 9351, 9371, 9391 & 9411 Odlin Road) Bylaw No. 8677

The Council of the City of Richmond enacts as follows:

- 1. The Mayor and City Clerk for the City of Richmond are authorized to execute and deliver a housing agreement, substantially in the form set out as Schedule A to this Bylaw, with the owner of the lands legally described as:

PID: 004-114-001 East Half Lot 24 Block "A" Section 34 Block 5 North Range 6 West NWD Plan 1224

PID: 012-030-813 West Half Lot 23 Block "A" Section 34 Block 5 North Range 6 West NWD Plan 1224

PID: 003-819-141 East Half Lot 23 Block "A" Section 34 Block 5 North Range 6 West NWD Plan 1224

PID: 010-443-525 Lot 31 Section 34 Block 5 North Range 6 West NWD Plan 21425

PID: 010-443-487 Lot 30 Section 34 Block 5 North Range 6 West NWD Plan 21425

- 2. The Deputy Chief Administrative Officer for the City of Richmond is authorized to cause notice of the housing agreement to be registered in the Land Title Office.
3. This Bylaw is cited as "Housing Agreement (9331, 9351, 9371, 9391 & 9411 Odlin Road) Bylaw No. 8677".

FIRST READING

SECOND READING

THIRD READING

ADOPTED

DEC 13 2010

Stamp: CITY OF RICHMOND for content by originating dept. APPROVED for legality by Solicitor

MAYOR

CORPORATE OFFICER