



To: Planning Committee  
From: Wayne Craig  
Director, Development

Date: December 13, 2017  
File: RZ 17-769242

Re: **Application by Concord Pacific for Rezoning at 8511 Capstan Way, 3280 and 3360 No. 3 Road, and 3131 Sexsmith Road from Single Detached (RS1/F), Roadside Stand (CR), Auto-Oriented Commercial (CA), and Gas and Service Stations (CG1) to Residential/Limited Commercial and Artist Residential Tenancy Studio Units (ZMU25) - Capstan Village (City Centre) and School and Institutional Use (SI)**

**Staff Recommendation**

That Richmond Zoning Bylaw 8500, Amendment Bylaw 9780, to amend the site-specific “Residential/Limited Commercial and Artist Residential Tenancy Studio Units (ZMU25) - Capstan Village (City Centre)” zone to include 8511 Capstan Way, 3280 and 3360 No. 3 Road, and 3131 Sexsmith Road and for rezoning of 8511 Capstan Way, 3280 and 3360 No 3 Road, and 3131 Sexsmith Road from “Single Detached (RS1/F)”, “Roadside Stand (CR)”, “Auto-Oriented Commercial (CA)”, and “Gas and Service Stations (CG1)” to “Residential/Limited Commercial and Artist Residential Tenancy Studio Units (ZMU25) - Capstan Village (City Centre)” and “School and Institutional Use (SI)”, be introduced and given first reading.

Wayne Craig  
Director, Development

WC:sch  
Att.

REPORT CONCURRENCE		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Affordable Housing	<input checked="" type="checkbox"/>	
Arts, Culture & Heritage	<input checked="" type="checkbox"/>	
Community Services	<input checked="" type="checkbox"/>	
Engineering	<input checked="" type="checkbox"/>	
Parks Services	<input checked="" type="checkbox"/>	
Transportation	<input checked="" type="checkbox"/>	

## Staff Report

### Origin

Concord Pacific has applied to the City of Richmond for permission to rezone lands at 8511 Capstan Way, 3280 and 3360 No. 3 Road, and 3131 Sexsmith Road, from “Single Detached (RS1/F)”, “Roadside Stand (CR)”, “Auto-Oriented Commercial (CA)”, and “Gas and Service Stations (CG1)” to “Residential/Limited Commercial and Artist Residential Tenancy Studio Units (ZMU25) - Capstan Village (City Centre)” and “School and Institutional Use (SI)”, to permit the construction of a high-rise, high density, mixed use development, together with the expansion of an existing City-owned neighbourhood park, in the City Centre’s Capstan Village area (Attachments 1 & 2). The proposed rezoning is consistent with the City Centre Area Plan (CCAP) policy for Capstan Village (Attachment 3) and includes:

1. Three development sites comprising a large mixed use site adjacent to the future location of the Capstan Canada Line Station (i.e. “west lot”), a mid-size residential site fronting Capstan Way (i.e. “east lot”), and a small lot at 3131 Sexsmith Road that the developer plans to hold for future development with a neighbouring property (owned by others) at 3208 Carscallen Road;
2. A combined total floor area of 55,049 m<sup>2</sup> (592,538 ft<sup>2</sup>) comprised of:
  - 43,819 m<sup>2</sup> (471,658 ft<sup>2</sup>) of residential uses (533 dwellings), including:
    - a) A maximum of 41,628 m<sup>2</sup> (448,075 ft<sup>2</sup>) of market housing (504 dwellings); and
    - b) At least 2,191 m<sup>2</sup> (23,583 ft<sup>2</sup>) of affordable housing (29 dwellings) secured in perpetuity with a Housing Agreement and Housing Covenants; and
  - 11,230 m<sup>2</sup> (120,880 ft<sup>2</sup>) of non-residential uses, including:
    - a) 6,649 m<sup>2</sup> (71,566 ft<sup>2</sup>) of transit-oriented uses adjacent to Capstan Station including 4,400 m<sup>2</sup> (47,356 ft<sup>2</sup>) of office, 1,055 m<sup>2</sup> (11,360 ft<sup>2</sup>) of commercial, and 1,194 m<sup>2</sup> (12,850 ft<sup>2</sup>) for non-profit arts organization use; and
    - b) 4,581 m<sup>2</sup> (49,314 ft<sup>2</sup>) of office and commercial uses along Sea Island Way;
3. 5,523 m<sup>2</sup> (1.4 acres) of park and public open space, constructed at the developer’s cost, including:
  - 2,082 m<sup>2</sup> (0.5 acres) to expand the existing City-owned neighbourhood park (under construction by others) and adjacent future site of the Capstan Canada Line Station; and
  - 3,441 m<sup>2</sup> (0.9 acres) of publicly-accessible trails and greenways;
4. A voluntary developer contribution, estimated at \$4,564,063, towards the construction of the Capstan Canada Line Station, as per the density bonus provisions of the Zoning Bylaw’s Capstan Station Bonus and the City-approved contribution rate in effect at the time of rezoning adoption (i.e. current rate of \$8,563 per dwelling unit increases annually each October 1<sup>st</sup>);
5. Public art; and
6. Park, engineering, and road network improvements, including the extension of Hazelbridge Way, shall be designed and constructed through the City’s Servicing Agreement processes, secured with Letters of Credit. (Development Cost Charge credits may apply.)

## Findings of Fact

A Development Application Data Sheet providing details about the development proposal is attached (Attachment 4).

## Surrounding Development

The subject site is comprised of four lots, all of which are vacant with the exception of a real estate sales centre (operated by the developer). The lots include:

1. 3131 Sexsmith Road, a small lot located at the southwest corner of Sea Island Way and Sexsmith Road, which is identified for future coordinated development with 3208 Carscallen Road (owned by others), as determined through a previously approved rezoning of surrounding lands for high-rise, high density, mixed use development (RZ 12-610011 - Pinnacle International);
2. 3280 No 3 Road, a small, thin lot that stretches from No. 3 Road to Carscallen Road, which is designated under the CCAP for the expansion of the City-owned neighbourhood park to its south (under construction via RZ 12-610011 - Pinnacle International) and is surrounded on its north, west, and east by future (approved) high-rise, high density, mixed use development (RZ 12-610011 - Pinnacle International and, west of No. 3 Road, RZ 12-603020 - Yuanheng “Viewstar”); and
3. 8511 Capstan Way and 3360 No. 3 Road, which are contiguous and the largest of the four lots, are bounded by:
  - To the West: The Canada Line guideway and future site of Capstan Station, beyond which is No. 3 Road and future (approved) high-rise, high density, mixed use development (RZ 12-603020 - Yuanheng “Viewstar”) including up to 850 dwellings, 21,189 m<sup>2</sup> (228,079 ft<sup>2</sup>) of pedestrian-oriented retail and office, and a 3,107 m<sup>2</sup> (33,439 ft<sup>2</sup>) community centre (targeted for completion at the end of 2021);
  - To the North: The above mentioned City-owned neighbourhood park, which will include a children’s playground, seating areas, lawn, public art, and related features;
  - To the East: Existing and future (approved) high-rise, high density development (RZ 09-506904 & RZ 12-610011 - Pinnacle International) including 970 market units, 36 affordable housing units, 17 subsidized units for professional artists, and a 1,428 m<sup>2</sup> (15,376 ft<sup>2</sup>) Early Childhood Development (ECD) Hub comprising an 81-space, rooftop child care and street-oriented space for community services; and
  - To the South: Capstan Way and lands designated for high-rise, high density (3.5 floor area ratio), mixed residential/commercial development.

## Related Policies & Studies

Development of the subject site is affected by the Official Community Plan (OCP), City Centre Area Plan (CCAP), and other City policies (e.g., affordable housing). An overview of these considerations is provided below and in the “Analysis” section of this report.

1. OCP Aircraft Noise Sensitive Development (ANSD) Policy: The subject site is located within ANSD “Area 3”, which permits consideration of all aircraft noise sensitive land use types provided that the building design satisfies City standards and potential purchasers are made aware potential noise conditions.

- Prior to rezoning adoption, a covenant will be registered on title requiring that the developer satisfies all City requirements. A preliminary report has been submitted by the developer, prepared by a qualified acoustic professional, indicating that the development can be design and constructed in compliance with the applicable ANSD standards.
2. NAV Canada Building Height: Transport Canada regulates maximum permitted building heights in City Centre locations that may impact airport operations.
    - The developer has submitted a letter, prepared by a BCLS registered surveyor, confirming that the development's proposed maximum building height of 47 m (154 ft.) GSC complies with all applicable Transport Canada regulations.
  3. Floodplain Management Implementation Strategy: City Centre buildings are required to comply with Richmond Flood Plain Protection Bylaw 8204.
    - Prior to rezoning adoption, a flood indemnity covenant will be registered on title.

### **Public Consultation**

The subject rezoning application does not include an amendment to the Official Community Plan (OCP) and, as such, need not be referred to any external stakeholders.

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

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

Staff will refer the subject rezoning application to the School District as a courtesy.

### **External Agencies**

1. Ministry of Transportation & Infrastructure (MOTI): The subject development was referred to MOTI because it is located within 800 m (2,625 ft.) of Sea Island Way, which is a Provincial Limited Access Highway. MOTI has granted preliminary approval for the subject application. The detailed design of improvements along Sea Island Way, No. 3 Road, and Sexsmith Road will be approved by MOTI through the City's standard Servicing Agreement processes.
2. Ministry of Environment (MOE): The subject development proposal was referred to MOE due to potential soil contamination related to the prior use of a portion of the site as a gas station. MOE issued a release letter, dated October 31, 2017, permitting the City to proceed with the approval of demolition, rezoning, subdivision, and development applications. The developer will be seeking final MOE approval, in the form of a Certificate of Compliance and a Site Determination, prior to adoption of the rezoning bylaw.
3. TransLink Adjacent Integrated Design (AID) & Related Requirements: The Canada Line guideway and proposed future location of Capstan Station are on the east side of No. 3 Road, adjacent to the subject site. The guideway and future station location were secured through the Canada Line construction process with a Statutory Right-of-Way (SRW), registered in favour of TransLink, across the subject site's No. 3 Road frontage. TransLink requires that this existing SRW remains in place. In addition, TransLink requires that:

- a) Any development in proximity to the Canada Line must comply with TransLink's Adjacent Integrated Design (AID) processes, which are intended to protect transit infrastructure and operations from damage and interference (e.g., foreign objects on the guideway);
- b) Prior to rezoning adoption, any additional lands or land interests needed for Capstan Station or station construction (not already provided for via the existing SRW) must be secured through the subject rezoning application, at no cost to the City or TransLink; and
- c) The subject application must address City and TransLink objectives for integrating the future station with fronting development.

To help address these requirements, the City has released funds from the Capstan Station Reserve to TransLink for preliminary design including, among other things, the extent of any additional land or land interests required from the subject development. TransLink expects to complete its preliminary design work at the end of March 2018.

In addition, as agreed to by TransLink, the developer shall satisfy the following requirements prior to rezoning adoption:

- a) Transfer ownership of the existing SRW area, measuring 747 m<sup>2</sup> (0.19 ac) in size, to the City as fee simple for consolidation with the adjacent City-owned neighbourhood park;
- b) Register an additional SRW over an area at least 610 m<sup>2</sup> (0.15 ac) in size, along the east side of the guideway, for transit plaza, station integration, and related features/uses, which SRW agreement shall include provisions for the City to require modifications to the SRW area to accommodate any additional lands or land interests needed by TransLink for Capstan Station or station construction, as determined to the City's satisfaction through the development's Servicing Agreement, Development Permit, Building Permit, and/or related processes; and
- c) Register legal agreements on title to restrict Building Permit issuance for any building on the developer's west lot until TransLink and the City are satisfied that:
  - The integrity and safety of the Canada Line's infrastructure and operations will be adequately protected during and after construction of the subject development (as per TransLink's AID requirements); and
  - The design of the fronting development will provide for station integration, which may include, but may not be limited to, weather protection, furnishings, lighting, landscaping, pedestrian-oriented uses, public art, and a high-amenity public realm design, such that transit users will enjoy a level of convenience, comfort, and security satisfactory to both TransLink and the City.

## Analysis

Concord Pacific has applied to rezone the subject site to permit the construction of a three-lot, high-density, mixed use development comprising four towers, 533 residential units (including 29 affordable housing units), office, and ground floor commercial uses, including a non-profit arts facility, together with new park and road. This proposal is consistent with current OCP and CCAP policies applicable to the subject site, which encourage high-rise, high density mixed use development including, among other things, new park and public open space, street improvements, affordable housing, community amenity contributions, and Capstan Station construction funding.

## 1. Proposed Zoning Amendment

To facilitate the subject development and provide for voluntary developer contributions in compliance with CCAP policy (i.e. affordable housing, Capstan Station Bonus, and community amenity contributions), the applicant has requested that the site-specific zone, “Residential/Limited Commercial and Artist Residential Tenancy Studio Units (ZMU25) - Capstan Village (City Centre)”, is amended to include the subject site.

ZMU25 is a site-specific zone originally adopted to facilitate a high density, high-rise, mixed use development by Pinnacle International in the area of Capstan Village bounded by No. 3 Road, Sea Island Way, Sexsmith Road, and Capstan Way (RZ 12-610011). Concord Pacific’s proposed high density, high-rise, mixed use development is located in the same part of Capstan Village and, as determined through Pinnacle’s rezoning (secured via legal agreements registered on title), the development of Pinnacle’s lot at 3208 Carscallen Road must be coordinated with that of Concord’s lot at 3131 Sexsmith Road.

- Staff support the proposed amendments to the site-specific ZMU25 zone to include the subject Concord site on the basis that this integrated approach will help to clarify development requirements in the area bounded by No. 3 Road, Sea Island Way, Sexsmith Road, and Capstan Way and support the future coordinated development of 3131 Sexsmith Road (Concord) and 3208 Carscallen Road (Pinnacle).

## 2. Housing

- a) Affordable Housing: The subject rezoning application was submitted on April 12, 2017. Rezoning applications, such as the subject application, which were submitted prior to Council approval of amendments to the City’s Affordable Housing Strategy on July 24, 2017, are grandfathered under the City’s previous affordable housing built unit requirement (i.e., 5% of total residential floor area), provided that the applicable rezoning bylaw receives first reading of Council prior to July 24, 2018.

The developer proposes to design and construct 29 low-end of market rental (LEMR) units, to a turnkey level of finish, at the developer’s sole cost, comprising at least 2,191 m<sup>2</sup> (23,583 ft<sup>2</sup>) of habitable space, based on 5% of the development’s total maximum residential floor area (as per the proposed ZMU25 zone). The proposed affordable housing will be distributed proportionately between the developer’s west lot and east lot (i.e. 5% of residential area on each lot). Under the proposed ZMU25 zone, no residential development will be permitted on 3131 Sexsmith Road.

Unit Type	Affordable Housing Strategy Requirements (1)			Project Targets (2)			BUH (3)
	Minimum Unit Area	Max. LEMR Rent	Total Maximum Household Income	Unit Mix			
				West Lot	East Lot	Total	
Studio	37 m <sup>2</sup> (400 ft <sup>2</sup> )	\$811/month	\$34,650 or less	0	0	0	N/A
1-Bedroom	50 m <sup>2</sup> (535 ft <sup>2</sup> )	\$975/month	\$38,250 or less	3	8	11	100%
2- Bedroom	69 m <sup>2</sup> (741 ft <sup>2</sup> )	\$1,218/month	\$46,800 or less	7	4	11	100%
3-Bedroom	91 m <sup>2</sup> (980 ft <sup>2</sup> )	\$1,480/month	\$58,050 or less	7	0	7	100%
TOTAL	2,191 m <sup>2</sup> (23,583 ft <sup>2</sup> )	N/A	N/A	17	12	29	100%

- (1) Values adopted by Council on July 24, 2017. May be adjusted periodically, as provided for under City policy.  
 (2) Project Targets will be confirmed through the project’s Development Permit processes.  
 (3) BUH indicates units designed and constructed in compliance with the City’s Basic Universal Housing standards.

Occupants of the LEMR units will enjoy full use of all on-site indoor and outdoor residential amenity spaces, which, together with parking, bike storage, and related features, will be provided by the owner/operator at no additional charge to the affordable housing occupants. The developer is working to engage a non-profit operator to manage the development's required LEMR units. More information regarding this potential arrangement will be provided at Development Permit stage.

- Staff support the developer's proposal, which is consistent with City policy. Prior to rezoning adoption, a Housing Agreement and Housing Covenants will be registered on title requiring that the developer satisfies all City requirements.
- b) Dwelling Unit Mix: The OCP and CCAP encourage the development of a variety of unit types and sizes supportive of the diverse needs of Richmond's population including, but not limited to, households with children.
- Staff support the developer's proposal for 49% 1-bedroom units (260 units) and 51% 2- and 3-bedroom, family-friendly units (273 units), including:
    - i) Market housing: 49% 1-bedroom (249 units); 47% 2- bedroom (238 units), and 4% 3-bedroom (17 units); and
    - ii) Affordable housing: 38% 1-bedroom (11 units), 38% 2-bedroom (11 units), and 24% 3-bedroom (18 units).
- c) Accessibility: Richmond's OCP seeks to meet the needs of the city's aging population and people facing mobility challenges by encouraging the development of accessible housing that can be approached, entered, used, and occupied by persons with physical or sensory disabilities.
- Staff support the developer's proposal, which is consistent with City policy and will include:
    - i) Barrier-free lobbies, common areas, and amenity spaces;
    - ii) Aging-in-place features in all units (e.g., blocking for grab bars, lever handles, etc.); and
    - iii) 30% Basic Universal Housing (BUH) units (i.e. 161 of 533 units), including 26% of market units (i.e. 132 of 504 units) and 100% of affordable housing units (i.e. 29 units).  
Note: The developer will be utilizing the Zoning Bylaw's BUH floor area exemption of 1.86 m<sup>2</sup> (20 ft<sup>2</sup>) per BUH unit.

### 3. Capstan Station Bonus (CSB)

Under the CCAP and Zoning Bylaw, developments that make use of the density bonus provisions of the Capstan Station Bonus (i.e. 0.5 floor area for residential uses) must:

- Prior to rezoning bylaw adoption, provide public open space in some combination of fee simple, dedication, and/or Statutory Right of Way (as determined to the City's satisfaction) at a rate of at least 5 m<sup>2</sup> (54 ft<sup>2</sup>) per dwelling, based on total dwelling units; and
- Prior to Building Permit (BP) issuance, make a cash-in-lieu community amenity contribution towards the future construction of the Capstan Canada Line Station, based on the number of approved units and the Council-approved contribution rate in effect at the time of BP issuance (i.e. currently \$8,562.97 per unit, which rate is updated annually each October 1<sup>st</sup>).

The developer proposes to exceed the City requirements under the CSB policy. More specifically, prior to rezoning adoption, the developer proposes to provide 4,188 m<sup>2</sup> (1.0 ac) of public open space (as a combination of fee simple park and Statutory Right-of-Way), which contribution is 57% larger than the CSB minimum requirement. In addition, rather than waiting to BP issuance, the developer

proposes to submit the project's entire voluntary cash-in-lieu contribution towards station construction (estimated at \$4,564,063) prior to rezoning adoption, based on the maximum number of dwellings permitted under the amended ZMU25 zone (i.e. 533) and the Council-approved contribution rate in effect at the time of rezoning bylaw adoption.

- Staff support the developer's proposal on the basis that it satisfies City policy, early payment of the developer's voluntary CSB contribution will accelerate station design and construction, and increased public open space (delivered at no cost to the City or TransLink) will provide for a larger transit plaza and enhanced opportunities for station integration.

#### 4. Village Centre Bonus (VCB)

Under the CCAP and Zoning Bylaw, developments that make use of the density bonus provisions of the Village Centre Bonus (i.e. 1.0 floor area ratio for commercial uses) must make a community amenity contribution (based on 5% of bonus VCB floor area) and, as applicable, utilize some portion of the permitted bonus VCB floor area for commercial uses that are selected for their ability to enhance the vitality and amenity of the applicable City Centre Village (e.g., Capstan Village). If approved, under the CCAP's Village Centre Bonus policy the subject development would be permitted to construct 11,230 m<sup>2</sup> (120,880 ft<sup>2</sup>) of bonus non-residential floor area.

- a) Community Amenity Contribution: Prior to rezoning adoption, the developer proposes to make a voluntary contribution, in the amount of \$3,928,600, to Richmond's Leisure Facilities Reserve Fund – City Centre Facility Development Sub-Fund, in lieu of constructing 561.5 m<sup>2</sup> (6,044 ft<sup>2</sup>) of community amenity space on-site.
  - Staff are supportive of the proposed cash-in-lieu amenity contribution on the basis that:
    - i) Two large City-owned facilities (secured as voluntary development amenity contributions) have recently been approved near the subject site, including a 3,107 m<sup>2</sup> (33,439 ft<sup>2</sup>) community centre on the west side of No. 3 Road (Yuanheng / RZ 12-603040) and a 1,428 m<sup>2</sup> (15,376 ft<sup>2</sup>) Early Childhood Development (ECD) Hub east of the neighbourhood park (Pinnacle / RZ 12-610011); and
    - ii) The proposed cash-in-lieu contribution can be applied, as determined to the satisfaction of Council, towards future community amenity facility construction elsewhere in the City Centre.
- b) Commercial Uses: The developer proposes that 90% of the development's potential VCB floor area is comprised of retail, office, and related uses, including 49% next to Capstan Station in the form of pedestrian-oriented retail/restaurant uses at grade with two floors of office above and 41% on 3131 Sexsmith Road (fronting Sea Island Way) in the form of office and related uses.
  - Staff are supportive of the developer's proposal on the basis that:
    - i) Retail and related uses next to Capstan Station will contribute towards transit ridership and provide amenity and convenience for local residents and employees;
    - ii) The development of office uses next to the station is consistent with City objectives for fostering the growth of employment nodes in association with the Canada Line; and
    - iii) Office use on 3131 Sexsmith Road is consistent with the emerging role of the Sea Island Way/Bridgeport Road corridor as a prominent office address, as demonstrated by recently proposed and approved developments (e.g., International Trade Centre / DP 12-624180, Yuanheng / RZ 12-603020, Pinnacle / RZ 12-610011, and New Continental Properties / RZ 13-628557).



- c) Non-Profit Arts Space: The developer proposes that 10% of the development's potential VCB floor area is provided in the form of a 1,194 m<sup>2</sup> (12,850 ft<sup>2</sup>) ground floor, commercial unit fronting the south side of the neighbourhood park. The proposed space will be designed, constructed, and secured, at the developer's sole cost, for dance, theatre, music, visual, applied, and/or media arts and art education with the intent that it is operated, in perpetuity, as a non-profit arts facility. Proposed amendments to the ZMU25 zone and legal agreements registered on title will limit uses of the proposed space, in perpetuity, to non-profit arts uses, as determined to the City's satisfaction. In addition, prior to rezoning adoption, legal agreements will be registered on title to secure the developer's commitment to construct the arts space, at the developer's sole cost, including special building features and tenant improvements (e.g., clear span spaces, sprung floors for dance, and movable glazed walls along the park frontage), and restrict the rental rate applicable to the arts space, in perpetuity, to a maximum of 50% of market rates (i.e. relative to net rent for comparable market commercial space).
- Staff are supportive of the developer's proposed non-profit arts space, as it will contribute towards the development of Capstan Village as an animated, transit-oriented community. More specifically, the developer's non-profit arts space proposal:
    - i) Is well suited to its transit station precinct location, where it can contribute towards:
      - The liveliness and amenity of the public open spaces surrounding the station;
      - The viability of local businesses (e.g., by diversifying business opportunities and attracting shoppers); and
      - Transit ridership;
    - ii) Is consistent with the Council-approved Richmond Arts Strategy and CCAP, which aim to:
      - Support greater public engagement with and access to the arts by increasing the number and diversity of City Centre arts spaces and opportunities;
      - Establish an "arts district" in and around Capstan Village; and
      - Cluster arts uses and opportunities near the Canada Line and complementary uses, including the Council-approved affordable studios and housing for professional artists along Hazelbridge Way, Sexsmith Road, and Patterson Road (Pinnacle / RZ 12-610011 and Concord / RZ 06-349722 and ZT 15-700276); and
    - iii) Will strengthen the Capstan Station precinct as a focus for local residents and the broader community through synergy between the proposed non-profit arts space, the neighbourhood park, and the Council-approved community centre and Early Childhood Development (ECD) Hub.

The developer is working to engage a potential non-profit operator to manage the proposed arts space. Interest has been expressed by Arts Umbrella (Attachment 5). More information regarding a potential operator will be provided at Development Permit stage.

## 5. Sustainability

The CCAP encourages the coordination of private and City development and infrastructure objectives with the aim of advancing opportunities to implement environmentally responsible buildings, services, and related features. Areas undergoing significant change, such as Capstan Village, are well suited to this endeavour.

- Staff support the developer's proposal, which is consistent with City policy and includes:
  - i) District Energy Utility (DEU): The developer will design and construct 100% of the subject development to facilitate its future connection to a DEU system (when a utility is available).
  - ii) Leadership in Energy and Environmental Design (LEED): The developer will design and construct the subject development to meet LEED Silver (equivalency) or better, paying particular attention to features significant to Richmond (e.g., green roofs, urban agriculture, DEU connectivity, storm water management/quality). A LEED Checklist is attached (Attachment 6). Design development will be undertaken through the Development Permit process.
  - iii) Electric Vehicle (EV) Facilities: The OCP includes minimum rates for the provision of EV charging equipment for residential parking and Class 1 bike storage. Possible updates to residential parking standards will be considered at Public Hearing in December 2017. The developer's proposal is consistent with those updates and will include energized Level 2 EV charging infrastructure for 100% of residential parking spaces and energized Level 1 charging infrastructure for bicycles for the shared use of residents based on a rate of at least 10% of Class 1 bicycle storage spaces.

## 6. Transportation

Under the Zoning Bylaw, prior to Capstan Station being operational, multi-phase Capstan Village developments are required to implement a transitional parking strategy. It is the understanding of the staff that the subject development will be constructed concurrently with the Capstan Canada Line Station and, as such, a transitional parking strategy is not required and Zoning Bylaw "Parking Zone 1" rates shall apply.

The CCAP requires various road, pedestrian, and cycling network improvements on and around the subject site. The Zoning Bylaw permits parking reductions for Capstan Village developments that incorporate transportation demand management and other measures to the City's satisfaction. Consistent with these CCAP and Zoning Bylaw requirements, the proposed development provides for a variety of transportation improvements and related features, all at the developer's sole cost, to be secured through a combination of legal agreements registered on title, to the satisfaction of the Director of Transportation, and the City's standard Servicing Agreement processes and Letters of Credits, as applicable, as per the attached Rezoning Considerations (Attachment 8).

- Staff support the developer's proposal, which is consistent with City policy and includes:
  - i) The extension of Hazelbridge Way from Capstan Way to Carscallen Road;
  - ii) Widening and/or frontage improvements along No. 3 Road, Sea Island Way, Sexsmith Road, and Capstan Way to accommodate road, sidewalk, and related upgrades, together with off-site bike path and landscape features;
  - iii) Minimizing potential pedestrian and cycling conflicts with vehicles by limiting the number of permitted driveways to one at each of the east lot and west lot and shared driveway access at 3131 Sexsmith Road;
  - iv) Securing 65% of total commercial parking (with a covenant on title) for short-term use (e.g., hourly) by the general public;
  - v) Providing end-of-trip cycling facilities (e.g., showers, change rooms, and related features) co-located with Class 1 (secure) bicycle storage spaces provided for use of the project's commercial tenants and employees;

- vi) Providing three car-share vehicles and related parking (equipped with electric vehicle charging equipment); and
- vii) Installing a temporary sidewalk and boulevard along the east side of No. 3 Road, between Capstan Way and Sea Island Way, where ultimate frontage improvements have not been constructed by others (i.e. generally north of the neighbourhood park).

## 7. Parks

The CCAP and the ZMU25 zone require that the developer provides land for park and public open space uses, including 1,336 m<sup>2</sup> (0.3 ac) for expansion of the existing City-owned neighbourhood park and at least 2,665 m<sup>2</sup> (0.6 ac) for public open space (in a combination of fee simple and SRW) to satisfy Capstan Station Bonus (CSB) requirements, based on 5 m<sup>2</sup> (54 ft<sup>2</sup>) per dwelling unit and a maximum of 533 units. The developer's proposal includes the required neighbourhood park expansion, together with 4,188 m<sup>2</sup> (1.0 ac) of public open space. The latter, which exceeds the development's minimum required CSB public open space contribution by 1,523 m<sup>2</sup> (0.4 ac), includes the widening of an existing mid-block trail (constructed by others) along the east side of the development's east lot, greenway improvements along Capstan Way and Sea Island Way, expanded public open space areas along the Canada Line guideway, and a large transit plaza.

A conceptual design for the required park and public open space improvements has been prepared by the developer (Attachment 8). Detailed design will be undertaken through the development's Servicing Agreement (SA), Development Permit (DP), and related City processes, including, as applicable, coordination with TransLink's design of Capstan Station and TransLink/City approval for required station integration features. Park and public open space improvements will be secured with SA Letters of Credit and/or DP landscape Letters of Credit, as applicable.

In addition to the above park and public open space improvements, the developer proposes to design, construct, and maintain, in perpetuity, at the developer's sole cost, two universally-accessible washrooms for public use (valued at \$600,000). The washrooms will be constructed on the development's west lot (secured with a SRW), in a location convenient to Capstan Station and the neighbourhood park, as determined to the City's satisfaction. The developer's obligations with respect to the washrooms will be secured with legal agreements on title prior to rezoning adoption. Detailed design will be undertaken in coordination with related park and public open space improvements to the satisfaction of the City, through the development's Servicing Agreement, Development Permit, and related City processes (secured with a SA or DP Letter of Credit, as applicable).

- Staff are supportive of the developer's proposal on the basis that it:
  - i) Is consistent with City policy for the Capstan Village area;
  - ii) Expands and enhances existing public park, trail, and greenway features;
  - iii) Supports City and TransLink objectives for station integration and transit plaza; and
  - iv) Enhances the amenity of the station/park precinct through the provision and maintenance of public washrooms, at no cost to the City.

## 8. Site Servicing & Frontage Improvements

City policy requires that the developer is responsible for the design and construction of road, water, storm sewer, and sanitary sewer upgrades, together with related public and private utility improvements, arising as a result of the proposed development, as determined to the satisfaction of the City.

- Prior to rezoning adoption, the developer will enter into standard City Servicing Agreements, secured with a Letters of Credit, for the design and construction of all required off-site rezoning works including, but not limited to the extension of Hazelbridge Way and improvements required to facilitate the integration of Capstan Station, as set out in the attached Rezoning Considerations (Attachment 8). Development Cost Charge (DCC) credits will be applicable to works identified on the City's DCC Program (e.g., construction of Hazelbridge Way and part of the required Sexsmith Road widening).

### **9. Tree Retention & Replacement**

The applicant has submitted a Certified Arborist's Report; which identifies on-site and off-site (City) tree species, assesses tree structure and condition, and provides recommendations on tree retention and removal relative to the proposed development.

- Staff are supportive of the developer's proposal, which includes, among other things:
  - i) The removal of 37 bylaw-size trees on private lands with 74 replacement trees (2:1 ratio), at the developer's sole cost, through the Development Permit application for the project's proposed west and east lots (DP 17-787403); and
  - ii) The relocation of four existing street trees along the north side of Capstan Way to facilitate required road widening, at the developer's sole cost, through the project's Servicing Agreement processes (secured with the Servicing Agreement Letter of Credit).

### **10. Public Art**

The CCAP encourages voluntary developer contributions towards public art, especially in the case of projects, like the subject development, that are situated near transit station and public parks.

- Staff support the developer's proposal, which is consistent with City policy and includes, among other things, a voluntary developer contribution of at least \$425,090, based on City-approved rates and the maximum buildable floor area permitted under the subject site's proposed ZMU25 zone (excluding affordable housing). Prior to rezoning adoption, legal agreement(s) will be registered on title requiring the developer's implementation of a public art plan for the subject site and surrounding public open space areas, prepared by an accredited professional and secured by Letter(s) of Credit, all to the satisfaction of the City.

### **11. Community Planning**

Under the CCAP, developments subject to rezoning approval are required to contribute towards future City community planning studies at a rate of \$2.69/m<sup>2</sup> (\$0.25/ft<sup>2</sup>) of maximum buildable floor area, excluding affordable housing (i.e. as per the subject site's proposed ZMU25 zone).

- The developer's proposal to voluntarily contribute \$142,239 complies with City policy.

### **12. Development Phasing**

Construction of the development's north lot, 3131 Sexsmith Road, will occur once the subject developer and the owner of the neighbouring lands at 3208 Carscallen Road (Pinnacle International) agree on a comprehensive development strategy. In the meantime, the subject developer has submitted a Development Permit application for the development's two south lots (DP 17-787403). The developer would like to move forward with construction of the two south lots concurrently; however, the need to coordinate the west lot with the construction of Capstan Station may require that work on the two lots follows different schedules.

- To address the uncertainty surrounding the development's phasing, the developer has proposed and staff agree that, prior to rezoning adoption, legal agreements will be registered on title securing that:
  - i) No separate sale of the developer's lots will be permitted without the prior approval of the City (to ensure that all legal, financial, and development obligations assigned to each lot through the subject rezoning are satisfactorily transferred and secured);
  - ii) Prior to Development Permit approval for 3131 Sexsmith Road, a comprehensive development strategy for the lot and its neighbour(s) must be identified and, as applicable, the strategy will be secured with legal agreements and/or other measures, as determined to the City's satisfaction;
  - iii) Prior to rezoning adoption, the developer will enter into a Servicing Agreement for the design and construction of transportation, engineering, and parks works (including any applicable transit station integration works), the scope of which shall include all works identified with respect to the subject development, except permanent sidewalks and boulevards behind the curbs; and
  - iv) Prior to Building Permit issuance, on a lot-by-lot basis, the developer will enter into Servicing Agreements for sidewalk and boulevard improvements, including any additional improvements required with respect to the integration of Capstan Station.

### 13. Built Form & Architectural Character

The developer proposes to construct a high-rise, high density, mixed use development in the heart of Capstan Village, next to the future Capstan Canada Line Station, a neighbourhood park, and approved community centre and Early Childhood Development (ECD) Hub facilities. The proposed development is consistent with CCAP policy for the provision of land (via a combination of dedication and Statutory Rights of Way) to facilitate required transportation and public open space improvements. Likewise, the proposed form of development, which combines articulated streetwall building elements and towers, generally conforms to the CCAP's Development Permit Guidelines. More specifically, the development has successfully demonstrated:

- a) A strong urban concept contributing towards a high-density, high-amenity, mixed-use, transit-oriented environment, comprising pedestrian-oriented commercial, an arts facility, office, and a variety of dwelling types (including 51% family-friendly, 2- and 3-bedroom units);
- b) Variations in massing contributing towards streetscape interest, solar access to usable rooftops, and upper- and mid-level views across the site for residents and neighbours;
- c) An articulated building typology with a distinct identity and features contributing to a sense of human scale and pedestrian interest; and
- d) Sensitivity to existing neighbours, by meeting or exceeding minimum recommended tower separation guidelines (e.g., 24 m / 79 ft.) and expanding the width of the existing (under construction), landscaped mid-block trail along the east side of the development from approximately 10 m (33 ft.) to 16 m (53 ft.).

Development Permit (DP) approval, to the satisfaction of the Director of Development, will be required for the development's two south lots prior to rezoning adoption. At DP stage, additional design development is encouraged with respect to the following items.

- a) Capstan Station: In consultation with TransLink, a strategy for integrating the proposed station with fronting development must be identified to the City's satisfaction, which may include, but

may not be limited to, weather protection, furnishings, lighting, landscaping, pedestrian-oriented uses, and a high-amenity public realm and neighbourhood park design, such that transit users will enjoy a level of convenience, comfort, and security satisfactory to the City and TransLink.

- b) Canada Line Interface: Prior to rezoning adoption, the City's standard Canada Line covenant (which addresses noise and nuisance) will be registered on title to the lot abutting the guideway and future station. In addition, through the DP process, design development is required to ensure that the residential and commercial frontages are attractive and consistent with TransLink's Adjacent Integrated Design (AID) objectives (e.g., protecting the guideway from falling objects or other forms of interference).
- c) Neighbourhood Park Interface: Opportunities must be explored to contribute towards a high amenity public realm, particularly with respect to the animation and enhancement of the interface between the proposed arts space and related on-site walkway and the program/design of the adjacent City park and playground.
- d) Commercial Streetscape: Opportunities to create a distinctive, cohesive Capstan Village retail node and identity (i.e. not generic) should be explored (e.g., shop front design, signage, weather protection, pedestrian amenities, colour, materials, etc.).
- e) Residential Streetscape: Design development is encouraged to enhance the interface of proposed townhouses and residential frontages with fronting pedestrian sidewalks and open spaces, particularly along the mid-block trail.
- f) Common Amenity Spaces: The proposed indoor and outdoor common amenity spaces satisfy OCP and CCAP DP Guidelines rates (Attachment 4). More information is required with respect to the programming, design, and landscaping of these spaces to ensure they satisfy City objectives.
- g) Accessibility: Through the DP process the design and distribution of accessible units and common spaces and uses will be refined.
- h) Sustainability: A LEED Checklist is attached (Attachment 6). Opportunities to better understand and enhance the building's performance in coordination with its architectural expression will be explored through the Development Permit process.
- i) Emergency Services: Fire Department requirements identified at the rezoning stage must be confirmed and refined through the DP design and approval processes (e.g., Fire Department response points, addressing plan, etc.).
- j) Crime Prevention through Environmental Design (CPTED): The City has adopted policies intended to minimize opportunities for crime and promote a sense of security. A CPTED checklist and plans demonstrating surveillance, defensible space, and related measures will be reviewed within the development permit process.
- k) Parking, Loading & Waste Management: The development proposal is consistent with the Zoning Bylaw and related City requirements. The design of vehicle parking and circulation, truck manoeuvring, waste management activities, and related features and spaces will be finalized through the DP process.

#### **14. Existing Legal Encumbrances**

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

**Financial Impact**

As a result of the proposed development, the City will take ownership of developer contributed assets constructed to City standards, such as road works, waterworks, storm sewers, sanitary sewers, street lights, street trees, bike lanes, and traffic signals. The anticipated Operating Budget impact for the ongoing maintenance of these assets is \$17,745. This will be considered as part of the 2019 Operating Budget.

**Conclusion**

Concord Pacific has applied to the City of Richmond for permission to rezone lands at 8511 Capstan Way, 3280 and 3360 No. 3 Road, and 3131 Sexsmith Road to “Residential/Limited Commercial and Artist Residential Tenancy Studio Units (ZMU25) - Capstan Village (City Centre)” and “School and Institutional Use (SI)”, to permit the construction of 5,523 m<sup>2</sup> (1.4 acres) of park and public open space and a high-rise, high density, mixed use development containing 533 dwellings and 11,230 m<sup>2</sup> (120,880 ft<sup>2</sup>) of non-residential uses, including office, retail, and storefront space to be occupied by a non-profit arts organization. Proposed amendments to the ZMU25 zone will, if approved, enhance development coordination between the subject site and adjacent lands previously rezoned by others in the area bounded by No. 3 Road, Sea Island Way, Sexsmith Road, and Capstan Way. Off-site works, including utility upgrades, the extension of Hazelbridge Way, frontage improvements, and park construction, will be subject to the City’s standard Servicing Agreement processes (secured with Letters of Credit).

An analysis of the developer’s proposal shows it to be well designed and consistent with the CCAP’s development, livability, sustainability, and urban design objectives. On this basis, it is recommended that Richmond Zoning Bylaw 8500, Amendment Bylaw 9780 be introduced and given first reading.

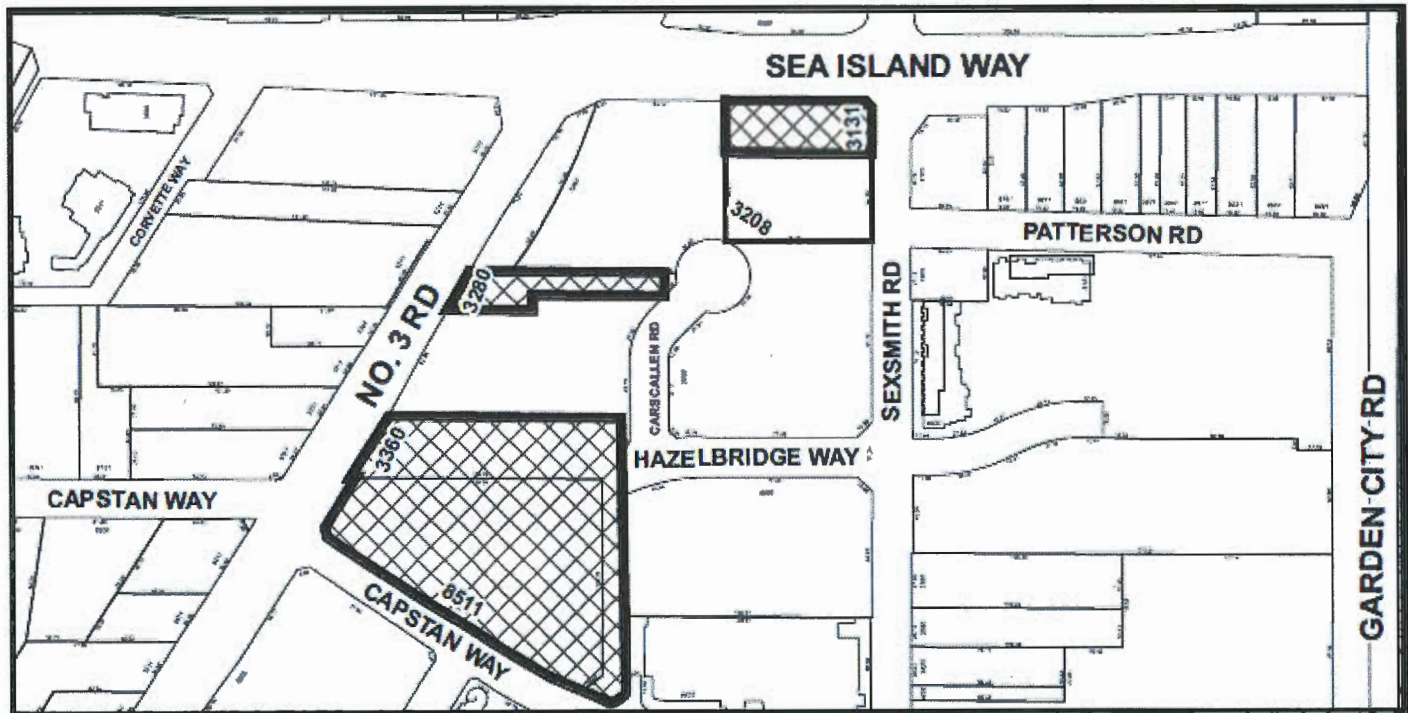
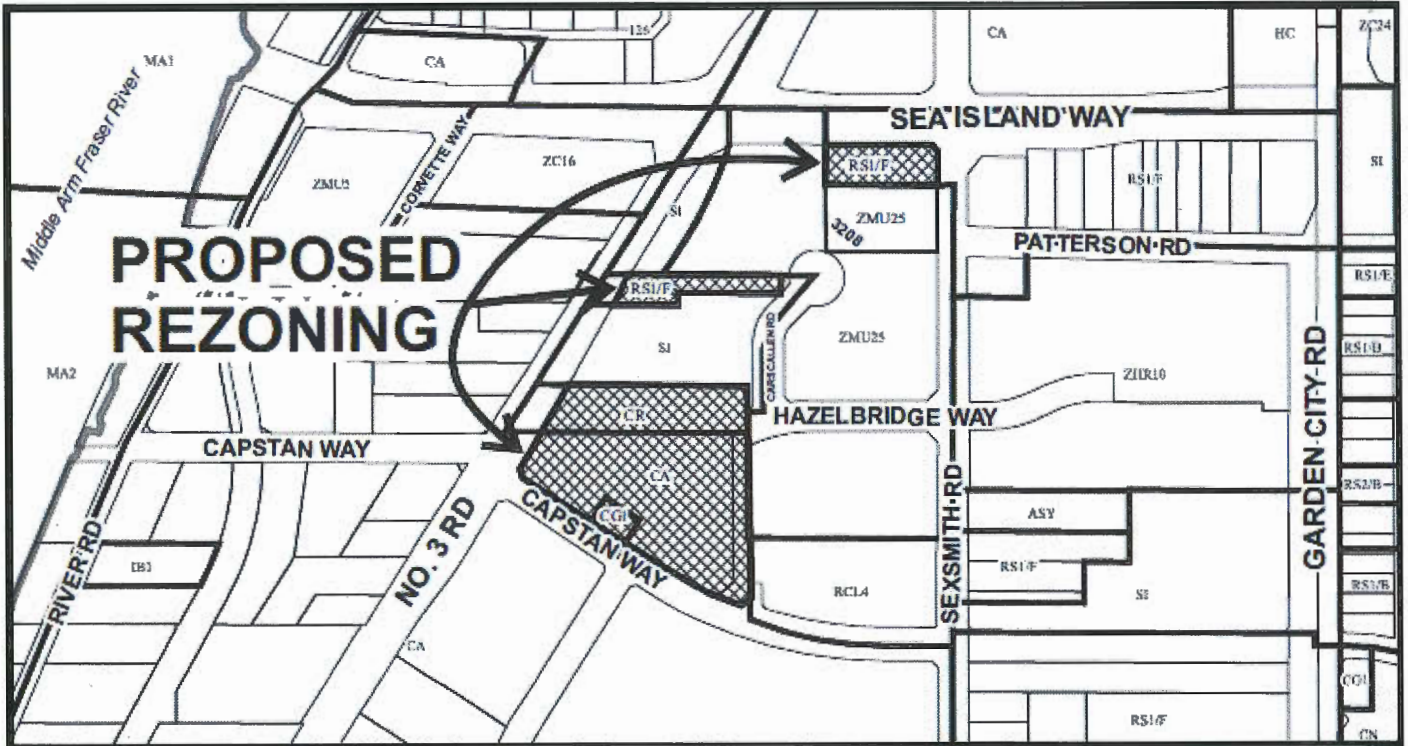


Suzanne Carter-Huffman  
Senior Planner / Urban Design

SPC:cas

**Attachments:**

1. Location Map
2. Conceptual Development Plans
3. City Centre Area Plan – Specific Land Use Map: Capstan Village (2031)
4. Development Application Data Sheet
5. Arts Umbrella – Letter of Support
6. LEED Checklist
7. Conceptual Development Plan
8. Rezoning Considerations



RZ 17-769242

Original Date: 04/26/17  
Revision Date: 12/08/17  
Note: Dimensions are in METRES





RZ 17-769242

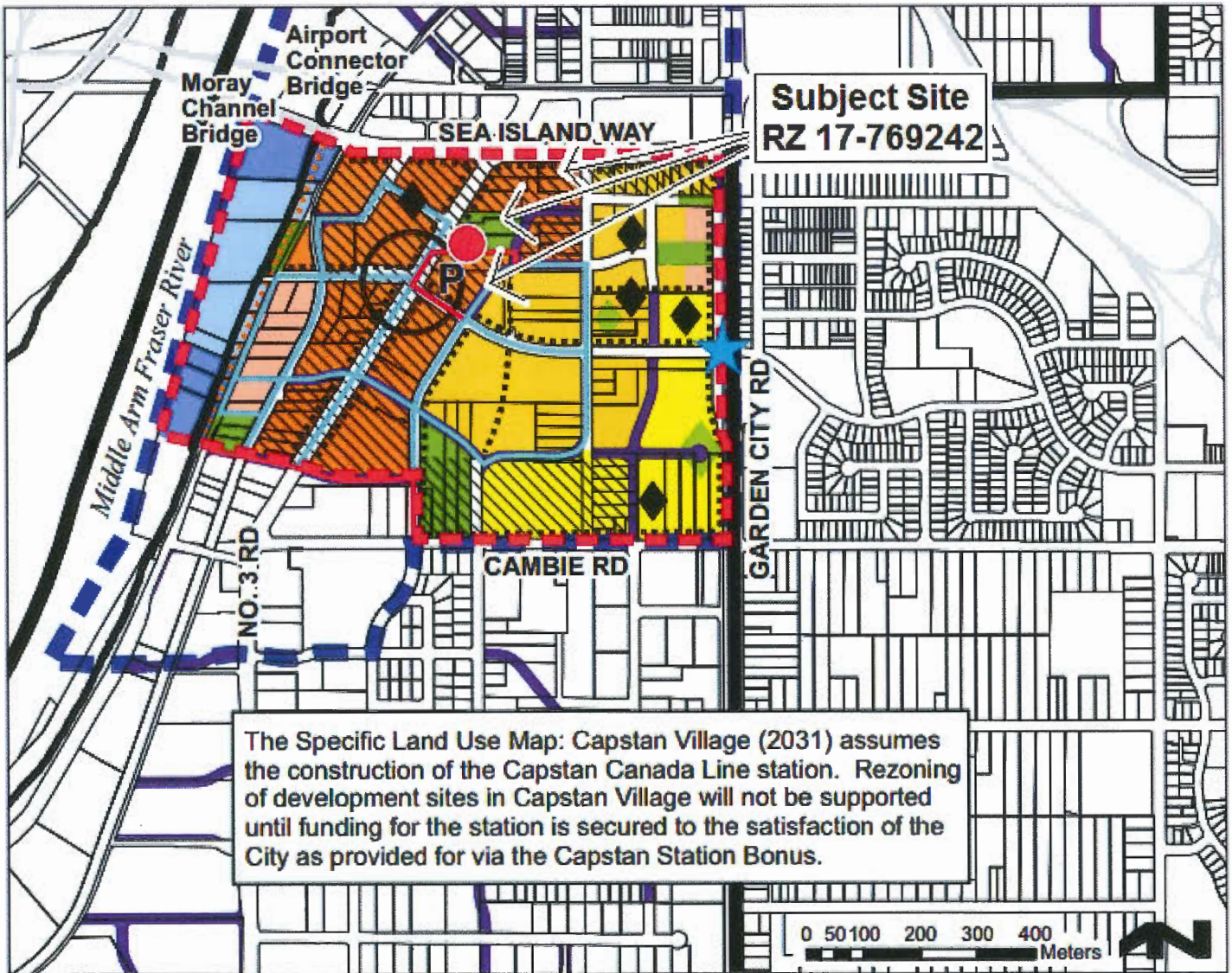
Original Date: 04/26/17

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Note: Dimensions are in METRES

**Specific Land Use Map: Capstan Village (2031)**

Bylaw 9593  
2017/05/08



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





**RZ 17-769242**

Address: 8511 Capstan Way, 3280 and 3360 No 3 Road, and 3131 Sexsmith Road

Applicant: Concord Pacific

Planning Area(s): City Centre (Capstan Village)

	Existing	Proposed
Owner	<ul style="list-style-type: none"> <li>Sun Tech City Development Corp</li> </ul>	<ul style="list-style-type: none"> <li>No change</li> </ul>
Site Size	<ul style="list-style-type: none"> <li>19,393.5 m2</li> </ul>	<ul style="list-style-type: none"> <li>13,769.1 m2</li> </ul>
Land Uses	<ul style="list-style-type: none"> <li>Vacant &amp; real estate sales centre</li> </ul>	<ul style="list-style-type: none"> <li>High density, high-rise, mixed residential/office/commercial</li> <li>Park</li> </ul>
OCP Designation	<ul style="list-style-type: none"> <li>Mixed Use</li> </ul>	<ul style="list-style-type: none"> <li>Mixed Use</li> </ul>
Area Plan Designation	<ul style="list-style-type: none"> <li>Urban Centre T5 (35 &amp; 45 m) / 2.0 FAR</li> <li>Capstan Station Bonus (CSB) / 0.5 FAR</li> <li>Village Centre Bonus (VCB) / 1.0 FAR</li> <li>New park &amp; streets</li> <li>Pedestrian-Oriented Retail Precinct</li> <li>Richmond Arts District</li> </ul>	<ul style="list-style-type: none"> <li>No change</li> </ul>
Aircraft Noise Sensitive Development	<ul style="list-style-type: none"> <li>"Area 3" – All Aircraft Noise Sensitive Development (ANSND) uses may be considered</li> </ul>	<ul style="list-style-type: none"> <li>As per existing City policy</li> </ul>
Zoning	<ul style="list-style-type: none"> <li>Single Detached (RS1/F)</li> <li>Roadside Stand (CR)</li> <li>Auto-Oriented Commercial (CA)</li> <li>Gas and Service Stations (CG1)</li> </ul>	<ul style="list-style-type: none"> <li>Residential/Limited Commercial and Artist Residential Tenancy Studio Units (ZMU25) - Capstan Village (City Centre)</li> <li>School and Institutional Use (SI)</li> </ul>
No. of Units	<ul style="list-style-type: none"> <li>Nil</li> </ul>	<ul style="list-style-type: none"> <li>533 maximum (limited by covenant on title), including: <ul style="list-style-type: none"> <li>West Lot: 362</li> <li>East Lot: 171</li> <li>3131 Sexsmith: Nil</li> </ul> </li> </ul>
Unit Mix	<ul style="list-style-type: none"> <li>N/A</li> </ul>	<ul style="list-style-type: none"> <li>Market units: 504, including (proposed): <ul style="list-style-type: none"> <li>49% 1-BR units (249)</li> <li>51% 2 &amp; 3 BR "family" units (255)</li> </ul> </li> <li>Affordable housing units: 29, including (proposed): <ul style="list-style-type: none"> <li>38% 1-BR units (11)</li> <li>62% 2 &amp; 3 BR "family" units (18)</li> </ul> </li> </ul>
Accessible Housing	<ul style="list-style-type: none"> <li>N/A</li> </ul>	<ul style="list-style-type: none"> <li>Basic Universal Housing (BUH) units: 161 (30% of total units), including: <ul style="list-style-type: none"> <li>Market units: 132 (26% of market units)</li> <li>Affordable units: 29 (100% of affordable units)</li> </ul> </li> <li>Aging-in-Place: All units not designed to BUH standards will include aging-in-place features (e.g., blocking in walls for grab bars, lever handles, etc.)</li> </ul>
Affordable Housing	<ul style="list-style-type: none"> <li>5% of total residential area (turnkey), secured in perpetuity with a Housing Agreement, as per City policy for applications received prior to July 24, 2017 &amp; adopted prior to July 24, 2018.</li> </ul>	<ul style="list-style-type: none"> <li>2,190.9 m2, including: <ul style="list-style-type: none"> <li>West Lot: 1,491.5 m2</li> <li>East Lot: 699.4 m2</li> <li>3131 Sexsmith: Nil</li> </ul> </li> </ul>

	<b>Bylaw Requirement</b>	<b>Proposed</b>	<b>Variance</b>
Floor Area Ratio	<ul style="list-style-type: none"> <li>West of Hazelbridge: 3.5 FAR max.</li> <li>East of Hazelbridge: 2.5 FAR max.</li> </ul>	<ul style="list-style-type: none"> <li>As required</li> </ul>	None permitted
Buildable Floor Area	<ul style="list-style-type: none"> <li>55,048.6 m2, including:                             <ul style="list-style-type: none"> <li>Residential: 43,818.5 m2</li> <li>Non-residential: 11,230.1 m2, including</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>As required</li> </ul>	None permitted
Buildable Floor Area by Lot	<ul style="list-style-type: none"> <li>West Lot: 29,830.0 m2 residential &amp; 6,648.7 m2 non-residential</li> <li>East Lot: 13,988.5 m2 residential</li> <li>3131 Sexsmith: 4,581.4 m2 non-residential</li> </ul>	<ul style="list-style-type: none"> <li>As required</li> </ul>	None permitted
Lot Coverage	<ul style="list-style-type: none"> <li>Building &amp; landscaped roofs over parking: 90% max.</li> </ul>	<ul style="list-style-type: none"> <li>As required</li> </ul>	None
Lot Size	<ul style="list-style-type: none"> <li>West Lot: 8,000 m2 min.</li> <li>East Lot: 3,700 m2 min.</li> <li>3131 Sexsmith: 1,800 m2</li> </ul>	<ul style="list-style-type: none"> <li>West Lot: 8,048.1 m2 min.</li> <li>East Lot: 3,816.5 m2 min.</li> <li>3131 Sexsmith: 1,904.5 m2</li> </ul>	None
Setbacks @ Canada Line	<ul style="list-style-type: none"> <li>Residential: 20.0 m min. to a lot line, but may be reduced to 10.0 m if proper interfaces are provided</li> <li>Non-residential: 6.0 m min. to a lot line</li> </ul>	<ul style="list-style-type: none"> <li>As required</li> </ul>	none
Setbacks @ Road & Park	<ul style="list-style-type: none"> <li>6.0 m min. to a lot line or SRW, but this may be reduced to 3.0 m if proper interfaces are provided, EXCEPT –</li> <li>For residential uses, 20.0 m min to a lot line abutting Sea Island Way</li> </ul>	<ul style="list-style-type: none"> <li>3.0 m min.</li> <li>Residential is not permitted on 3131 Sexsmith Road, thus, residential will not be located within 20 m of Sea Island Way</li> </ul>	None
Setbacks @ Interior Side Yards	<ul style="list-style-type: none"> <li>3.0 m min. to a lot line or SRW, but this may be reduced to 0.0 m if proper interfaces are provided</li> </ul>	<ul style="list-style-type: none"> <li>0.0 m</li> </ul>	None
Setbacks @ Parking Below Finished Grade	<ul style="list-style-type: none"> <li>0.0 m</li> </ul>	<ul style="list-style-type: none"> <li>0.0 m</li> </ul>	None
Height	<ul style="list-style-type: none"> <li>47 m GSC</li> </ul>	<ul style="list-style-type: none"> <li>As required</li> </ul>	None
Off-street Parking – Rates	<ul style="list-style-type: none"> <li>Parking Zone 1 rates LESS 10% TDM:</li> <li>Market Units: 0.9/unit</li> <li>Affordable Housing: 0.81/unit</li> <li>Residential Visitors:                             <ul style="list-style-type: none"> <li>West Lot: 100% shared w commercial</li> <li>East Lot: 0.18/unit LESS 50%</li> </ul> </li> <li>Commercial (first 2 fls): 3.375/100 m2 gla</li> <li>Office (upper floors): 1.35/100 m2 gla</li> <li>Arts Umbrella: 41 spaces</li> <li>Car-Share parking: 3 spaces</li> </ul>	<ul style="list-style-type: none"> <li>As required</li> </ul>	None
Tandem Parking Spaces:	<ul style="list-style-type: none"> <li>Permitted for Market Residential units only to a maximum of 50%</li> </ul>	<ul style="list-style-type: none"> <li>To be confirmed through DP</li> </ul>	None
Off-Street Loading	<ul style="list-style-type: none"> <li>West Lot: 5 medium truck spaces</li> <li>East Lot: 2 medium truck spaces</li> <li>3131 Sexsmith: To be determined</li> </ul>	<ul style="list-style-type: none"> <li>As required</li> </ul>	None
CCAP Indoor Amenity Space @ 2 m2/unit	<ul style="list-style-type: none"> <li>West Lot: 362 x 2 m2/unit = 724 m2</li> <li>East Lot: 171 x 2 m2/unit = 342 m2</li> <li>3131 Sexsmith: N/A</li> </ul>	<ul style="list-style-type: none"> <li>West Lot: 730 m2</li> <li>East Lot: 389 m2</li> <li>3131 Sexsmith: N/A</li> </ul>	None
OCP Outdoor Amenity Space @ 6 m2/unit	<ul style="list-style-type: none"> <li>West Lot: 362 x 6 m2/unit = 2,172 m2</li> <li>East Lot: 171 x 6 m2/unit = 1,026 m2</li> <li>3131 Sexsmith: N/A</li> </ul>	<ul style="list-style-type: none"> <li>West Lot: 2,490 m2</li> <li>East Lot: 1,093 m2</li> <li>3131 Sexsmith: N/A</li> </ul>	None

	<b>Bylaw Requirement</b>	<b>Proposed</b>	<b>Variance</b>
CCAP Additional Landscaped Space @ 10% Net Site Area	<ul style="list-style-type: none"><li>• West Lot: 805 m2</li><li>• East Lot: 382 m2</li><li>• 3131 Sexsmith: 191 m2</li></ul>	<ul style="list-style-type: none"><li>• As required</li></ul>	None
Capstan Station Bonus Public Open Space (min.)	<ul style="list-style-type: none"><li>▪ 5.0 m<sup>2</sup>/dwelling or 4,187.9 m2, whichever is greater</li></ul>	<ul style="list-style-type: none"><li>• 4,187.9 m2, secured as a combination of fee simple &amp; SRW prior to Rezoning adoption</li></ul>	None

Other: Tree replacement compensation required for loss of significant trees.



October 16, 2017.

Suzanne Carter-Huffman  
City of Richmond  
10100 S Arm Place, Richmond, BC, V7A 2E1

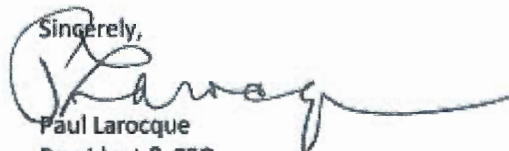
Re: Potential Arts Umbrella facility in Concord Pacific Developments Capstan Station development

Dear Ms. Carter-Huffman,

Arts Umbrella is a nationally renowned non-profit organization that provides the highest quality dance, theatre, visual, applied and media arts education for children and youth. For nearly 40 years, we have helped more than 500,000 young people explore their artistic potential and build community in our cities, province, and country. This year, we will serve 21,000 young people throughout Metro Vancouver, reaching more than two-thirds through bursaries, scholarships and free community programs for vulnerable children and youth. Arts Umbrella programs are delivered at our centres on Granville Island and in Surrey, in close to 40 neighbourhood houses/community centres, and more than 60 elementary and high schools. Today, Arts Umbrella employs a staff of 240 British Columbians, including a teaching faculty of more than 170 professional artists and educators who share our belief that inspiring young people through arts education is important. Our graduates are leading the way in B.C. industries like film, publishing and digital technology while making an ongoing contribution to British Columbia's creative economy; but more importantly, Arts Umbrella students have gone on to become creative and compassionate citizens in whatever path they choose.

We have been approached by Concord Pacific Developments Inc. to determine our interest in a significant new facility in Richmond for Arts Umbrella to expand our program delivery. We met with Concord Pacific representatives who walked us through the emerging neighbourhood of Capstan Village, with a proposed new major community centre, an early childhood development centre, a new park, proximity to the Richmond dyke system, and many new apartments which are under construction. We took this proposed idea of a new Arts Umbrella facility in Richmond to our Board on June 19, 2017 and they have approved further discussions with Concord Pacific to explore this opportunity further. We are now in discussions with Concord Pacific as to the design and fit-out of the proposed facility and the financial arrangements that would be necessary to ensure this exciting proposal can become a reality for Arts Umbrella, Concord, and the City of Richmond. Concord has proposed a multi-purpose turn-key 12,000 sq. ft. facility located at-grade on the proposed new park. This would represent an amazing opportunity to integrate art programs into this emerging new mixed-use neighbourhood in Richmond.

We continue to work with Concord Pacific to develop our ideas to make this facility a reality. Arts Umbrella wholeheartedly supports the idea of an arts-related facility in this neighbourhood.

Sincerely,  
  
Paul Larocque  
President & CEO

Arts Umbrella Granville Island - 286 Cartwright Street, Vancouver, BC, Canada V6H 3R8  
604-681-5268 | info@artsumbrella.com | [artsumbrella.com](http://artsumbrella.com)

# Concord Pacific - 8511 Capstan Way

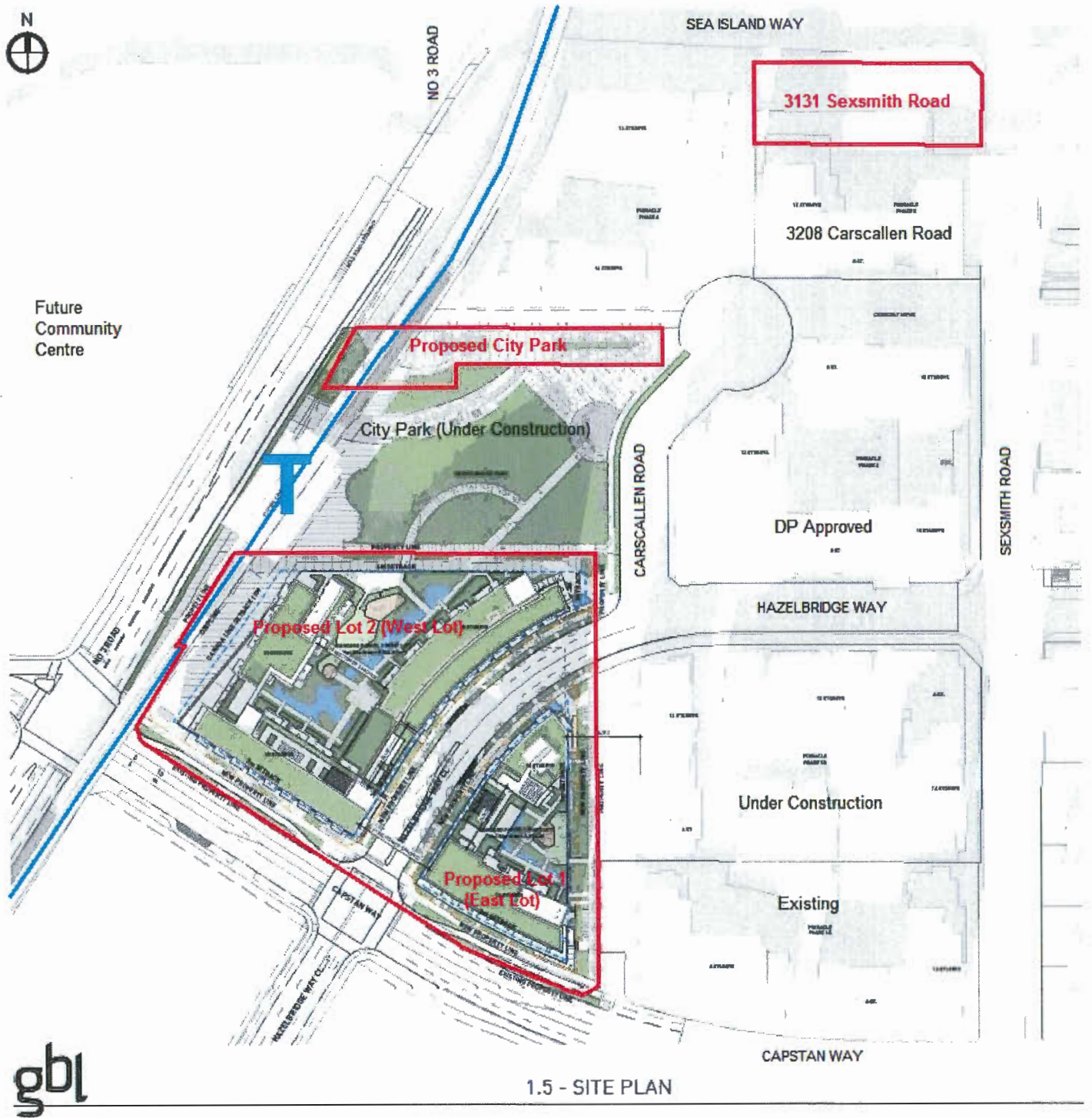
Sustainability Scorecard  
Last update: September 2017



Y		VP		NP		N		SILVER		Platinum		Possible Points	
52	9	7	42	17	4	2	3	26	50 or more points	60 to 79 points	80 or more points	14	110
Certified 40 to 49 points Silver 50 to 59 points Gold 60 to 79 points Platinum 80 or more points													
Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
<b>Sustainable Sites</b>													
<b>Construction Activity Pollution Prevention</b>													
Site Selection 1													
Development Density and Community Connectivity 3,5													
Brownfield Redevelopment 1													
Alternative Transportation, Public Transportation Access 3,6													
Alternative Transportation, Bicycle Storage & Changing Rooms 1													
Alternative Transportation, Low-Emitting and Fuel-Efficient Vehicles 2													
Alternative Transportation, Parking Capacity 2													
Site Development, Protect and Restore Habitat 1													
Site Development, Maximize Open Space 1													
Stormwater Design, Quantity Control 1													
Stormwater Design, Quality Control 1													
Heat Island Effect, Non-Roof 1													
Heat Island Effect, Roof 1													
Light Pollution Reduction 1													
<b>Water Efficiency</b>													
Water Use Reduction 10													
Water Efficient Landscaping, Reduce by 50%, No Potable Water Use. 2,4													
Innovative Wastewater Technologies 2													
Water Use Reduction, 30%, 35%, 40% Reduction. 2-4													
<b>Energy and Atmosphere</b>													
Fundamental Commissioning of Building Energy Systems 35													
Minimum Energy Performance 1-19													
Fundamental Refrigerant Management 1-7													
Optimize Energy Performance 2													
On-site Renewable Energy 2													
Enhanced Commissioning 3													
Enhanced Refrigerant Management 2													
Measurement & Verification 2													
Green Power 2													
<b>Materials and Resources</b>													
Storage and Collection of Recyclables 14													
Building Reuse, Maintain Existing Walls, Floor and Roof 1-3													
Construction Waste Management, Divert 50% / 75% 1-2													
Materials Reuse, 5%, 10% 1-2													
Recycled Content, 10%, 20% 1-2													
Rapidly Renewable Materials 1													
Certified Wood 1													
<b>Indoor Environmental Quality</b>													
Minimum IAQ Performance 15													
Environmental Tobacco Smoke (ETS) Control 1													
Outdoor Air Delivery Monitoring 1													
Increased Ventilation 1													
Construction IAQ Management Plan, During Construction 1													
Construction IAQ Management Plan, Before Occupancy 1													
Low-Emitting Materials, Adhesives & Sealants 1													
Low-Emitting Materials, Paints and Coatings 1													
Low-Emitting Materials, Flooring Systems 1													
Low-Emitting Materials, Composites Wood and Agrifiber 1													
Indoor Chemical & Pollutant Source Control 1													
Controllability of Systems, Lighting 1													
Controllability of Systems, Thermal Comfort 1													
Thermal Comfort, Design 1													
Thermal Comfort, Verification 1													
Daylight & Views, Daylight 75% of Spaces 1													
Daylight & Views, Views for 90% of Spaces 1													
<b>Innovation &amp; Design Process</b>													
Innovation in Design: Exempt SSC1.1 - 100% U/G Parking 6													
Innovation in Design: Exempt SSC4 1													
Innovation in Design: SWM 1													
Innovation in Design: IPMP 1													
Innovation in Design: Exempt MRC5 1													
LEED™ Accredited Professional 1													
<b>Regional Priority</b>													
Regional Priority 4													
Durable Building 1													
Regional Priority: SSC2 1													
Regional Priority: WEC3 1													
Regional Priority: MRC2 1													

Legend  
 Credit Complete  
 Credit Incomplete  
 Not Attempting  
 Prerequisite (Must Achieve)

# Conceptual Development Plan







Aerial view of Lot 2/West Lot (right) & Lot 1/East Lot (left)





Looking southwest to Lot 2/West Lot (right) & Lot 1/East Lot (left) from Carscallen Road



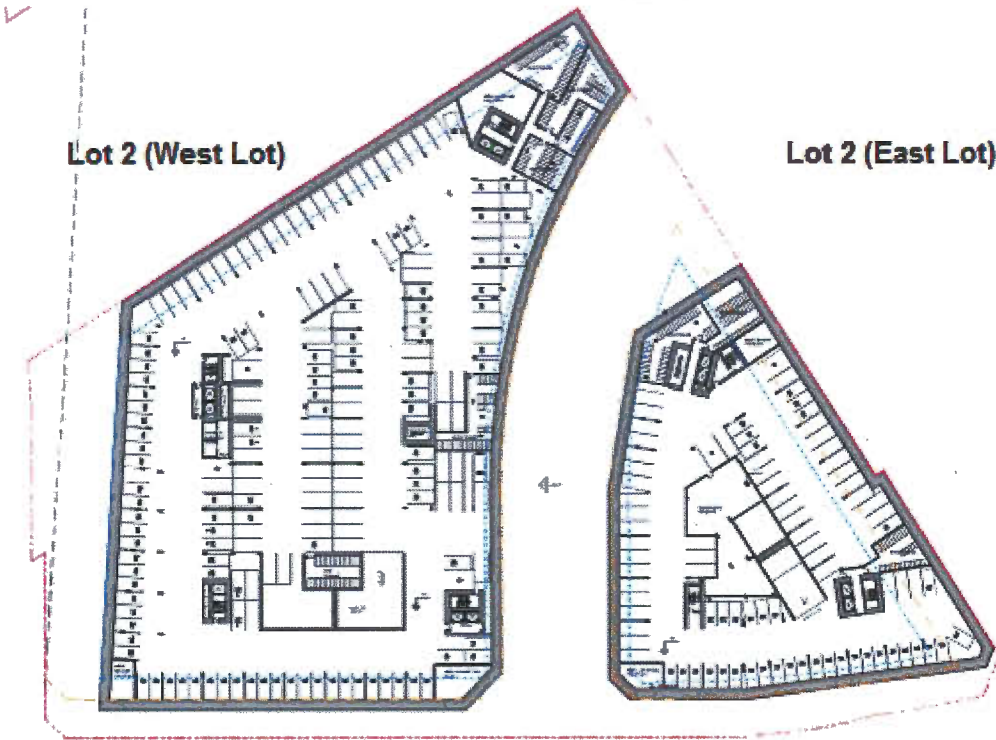
Looking south along No. 3 Road with the Canada Line guideway & future station (right)



Rooftop courtyard @ Lot 2/West Lot



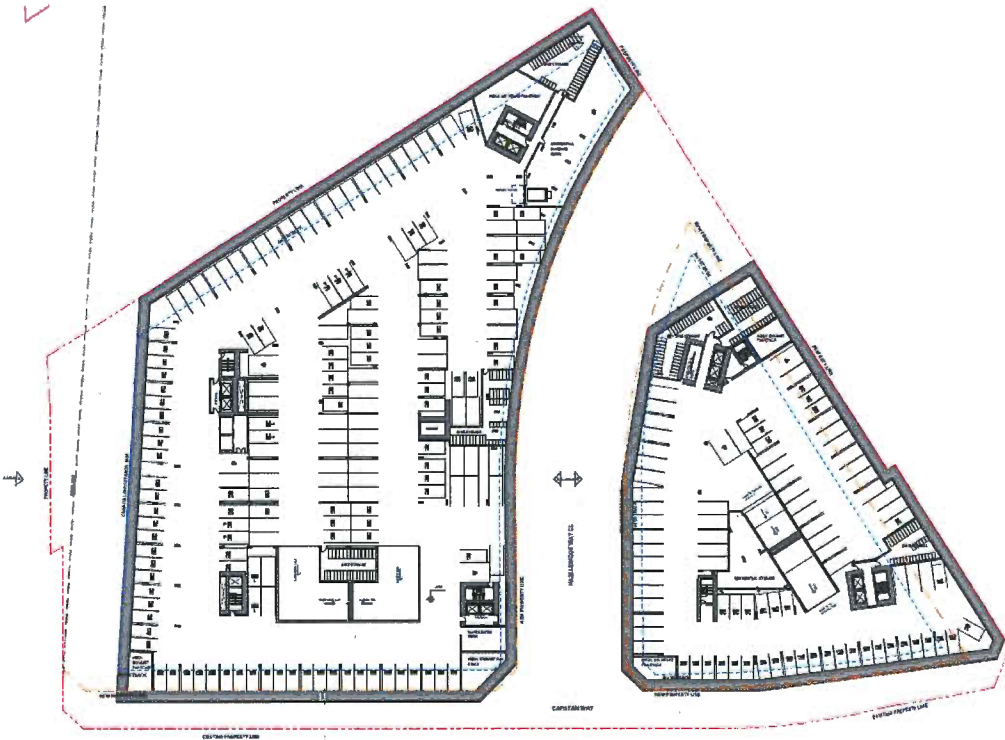
Rooftop courtyard @ Lot 1/East Lot



gbl

6.1 - PARKING LEVEL P-2

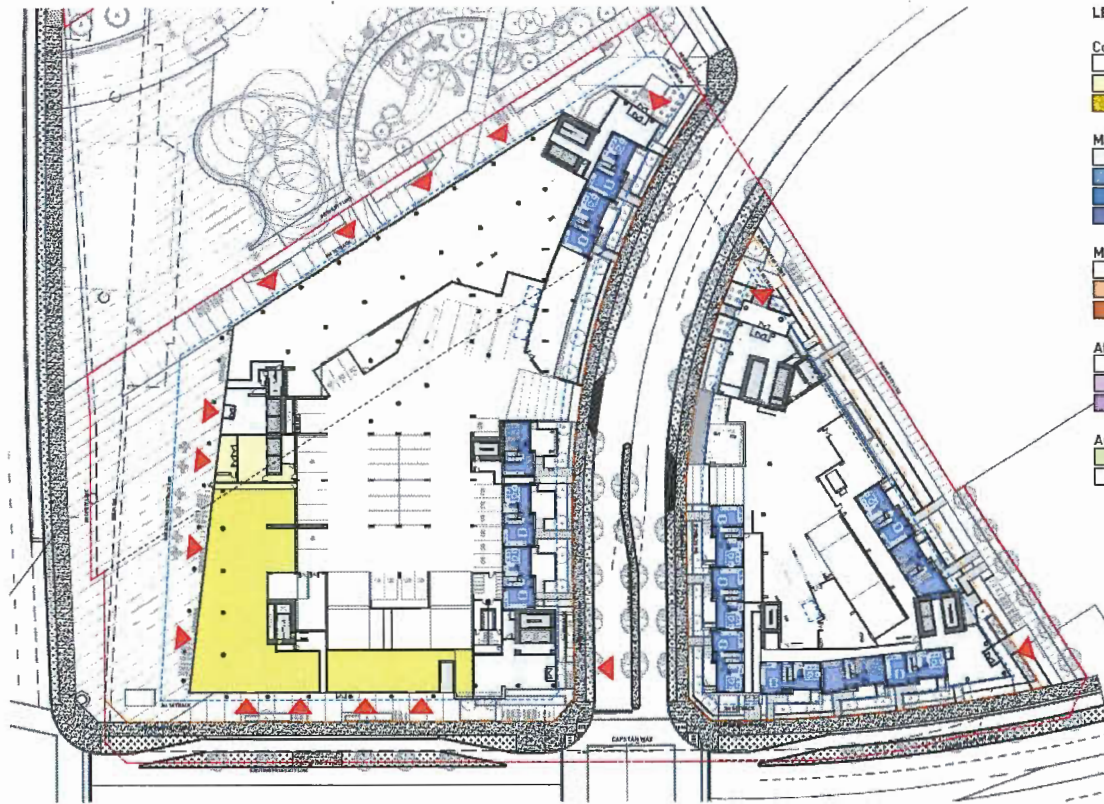
CAPSTAN WAY



gbl

6.2 - PARKING LEVEL P-1

CAPSTAN WAY

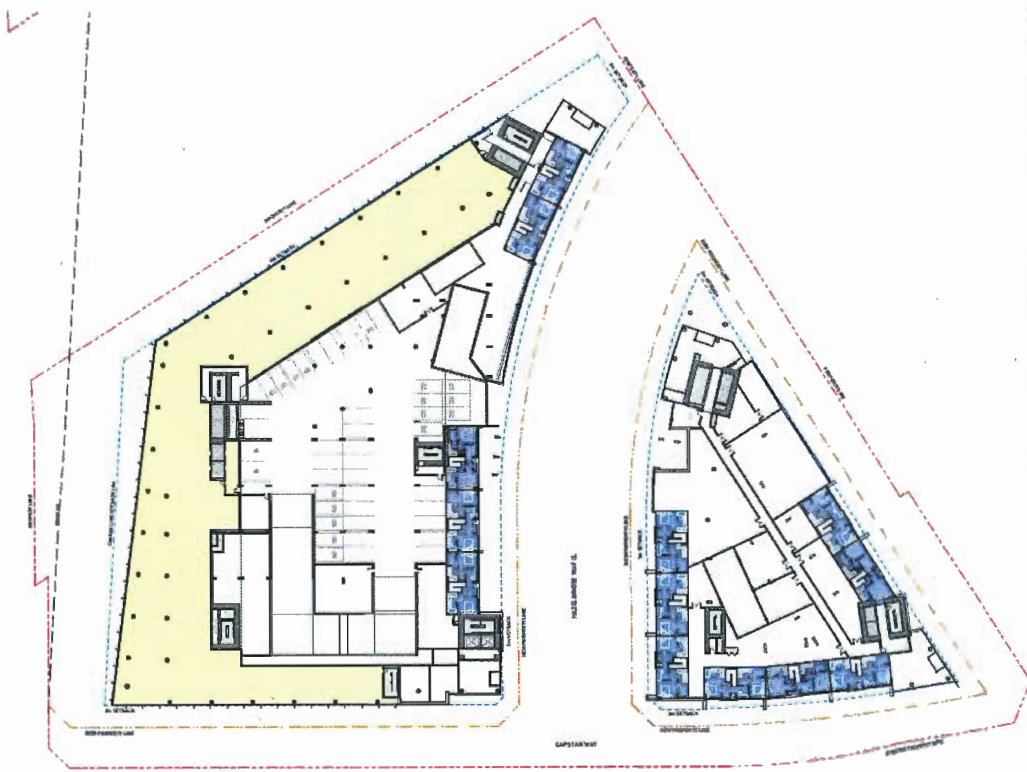


- LEGEND**
- Commercial**
    - Arts Facility
    - Office
    - Retail
  - Market Units**
    - 1 Bedroom
    - 2 Bedroom
    - 3 Bedroom
    - Townhouse
  - Market BUH Units**
    - 1 Bedroom
    - 2 Bedroom
    - 3 Bedroom
  - Affordable BUH Units**
    - 1 Bedroom
    - 2 Bedroom
    - 3 Bedroom
  - Amenity**
    - Indoor
    - Outdoor

gbl

6.3 - LEVEL 1

CAPSTAN WAY

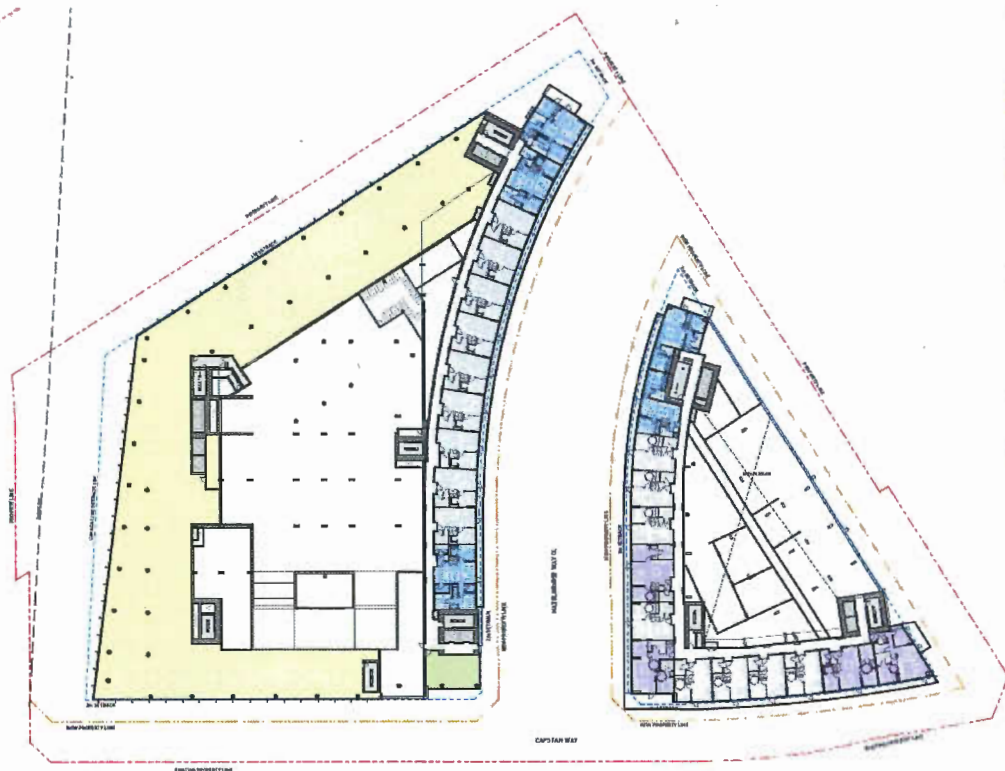


- LEGEND**
- Commercial**
    - Arts Facility
    - Office
    - Retail
  - Market Units**
    - 1 Bedroom
    - 2 Bedroom
    - 3 Bedroom
    - Townhouse
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    - 1 Bedroom
    - 2 Bedroom
    - 3 Bedroom
  - Affordable BUH Units**
    - 1 Bedroom
    - 2 Bedroom
    - 3 Bedroom
  - Amenity**
    - Indoor
    - Outdoor

gbl

6.4 - LEVEL 2

CAPSTAN WAY

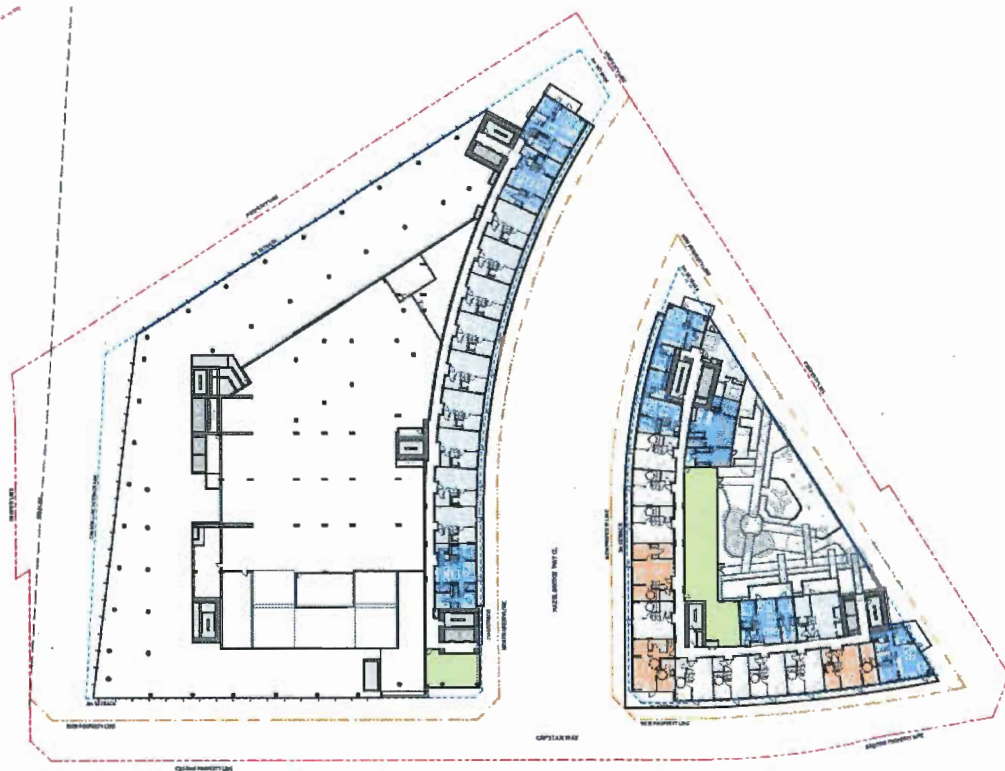


- LEGEND**
- Commercial**
- Arts Facility
  - Office
  - Retail
- Market Units**
- 1 Bedroom
  - 2 Bedroom
  - 3 Bedroom
  - Townhouse
- Market BUH Units**
- 1 Bedroom
  - 2 Bedroom
  - 3 Bedroom
- Affordable BUH Units**
- 1 Bedroom
  - 2 Bedroom
  - 3 Bedroom
- Amenity**
- Indoor
  - Outdoor

gbl

6.5 - LEVEL 3

CAPSTAN WAY



- LEGEND**
- Commercial**
- Arts Facility
  - Office
  - Retail
- Market Units**
- 1 Bedroom
  - 2 Bedroom
  - 3 Bedroom
  - Townhouse
- Market BUH Units**
- 1 Bedroom
  - 2 Bedroom
  - 3 Bedroom
- Affordable BUH Units**
- 1 Bedroom
  - 2 Bedroom
  - 3 Bedroom
- Amenity**
- Indoor
  - Outdoor

gbl

6.6 - LEVEL 4

CAPSTAN WAY

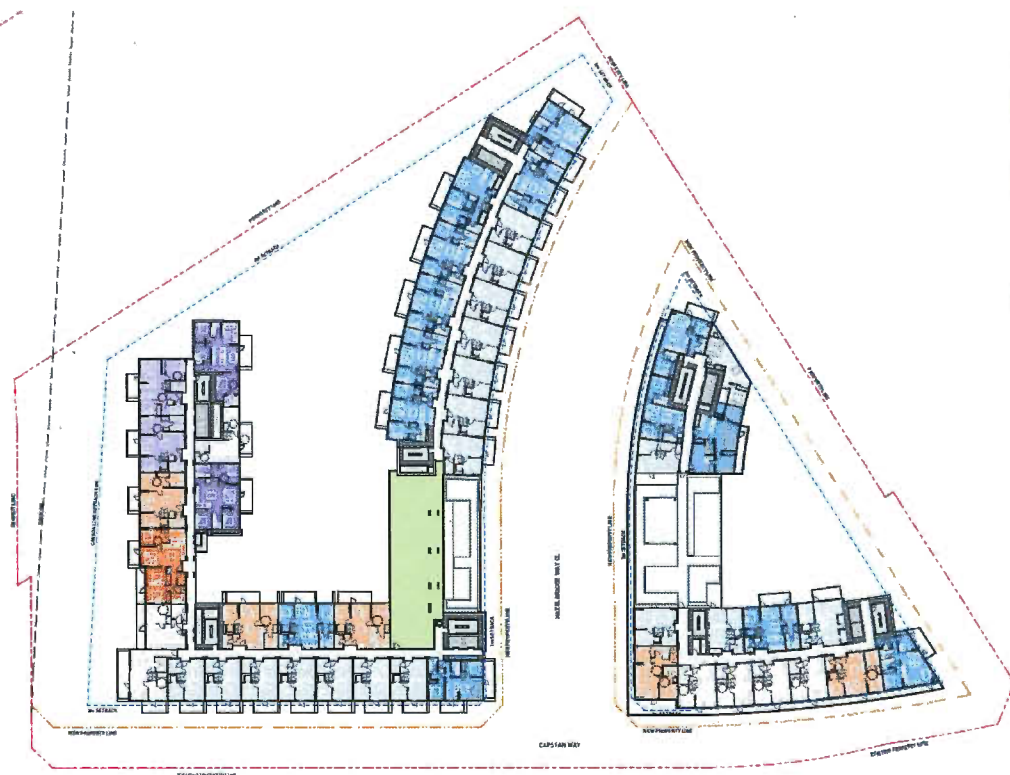


- LEGEND**
- Commercial**
- Arts Facility
  - Office
  - Retail
- Market Units**
- 1 Bedroom
  - 2 Bedroom
  - 3 Bedroom
  - Townhouse
- Market BUH Units**
- 1 Bedroom
  - 2 Bedroom
  - 3 Bedroom
- Affordable BUH Units**
- 1 Bedroom
  - 2 Bedroom
  - 3 Bedroom
- Amenity**
- Indoor
  - Outdoor

gbl

6.7 - LEVEL 5

CAPSTAN WAY

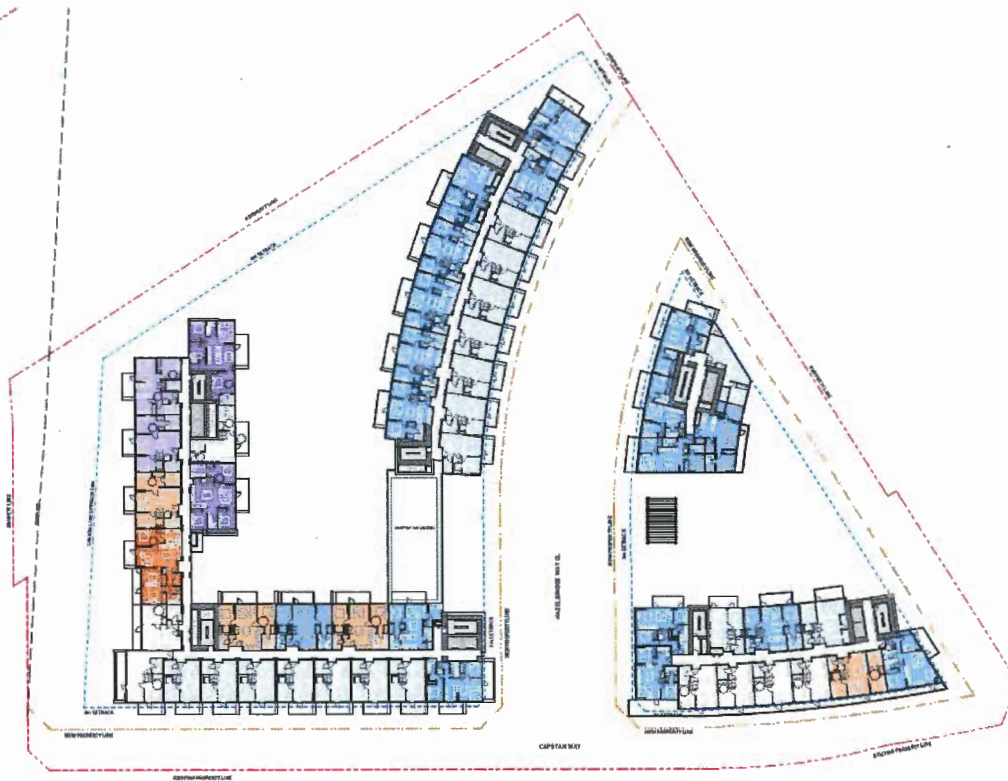


- LEGEND**
- Commercial**
- Arts Facility
  - Office
  - Retail
- Market Units**
- 1 Bedroom
  - 2 Bedroom
  - 3 Bedroom
  - Townhouse
- Market BUH Units**
- 1 Bedroom
  - 2 Bedroom
  - 3 Bedroom
- Affordable BUH Units**
- 1 Bedroom
  - 2 Bedroom
  - 3 Bedroom
- Amenity**
- Indoor
  - Outdoor

gbl

6.8 - LEVEL 6

CAPSTAN WAY



- LEGEND**
- Commercial**
- Arts Facility
  - Office
  - Retail
- Market Units**
- 1 Bedroom
  - 2 Bedroom
  - 3 Bedroom
  - Townhouse
- Market BUH Units**
- 1 Bedroom
  - 2 Bedroom
  - 3 Bedroom
- Affordable BUH Units**
- 1 Bedroom
  - 2 Bedroom
  - 3 Bedroom
- Amenity**
- Indoor
  - Outdoor

gbl

6.9 - LEVEL 7

CAPSTAN WAY

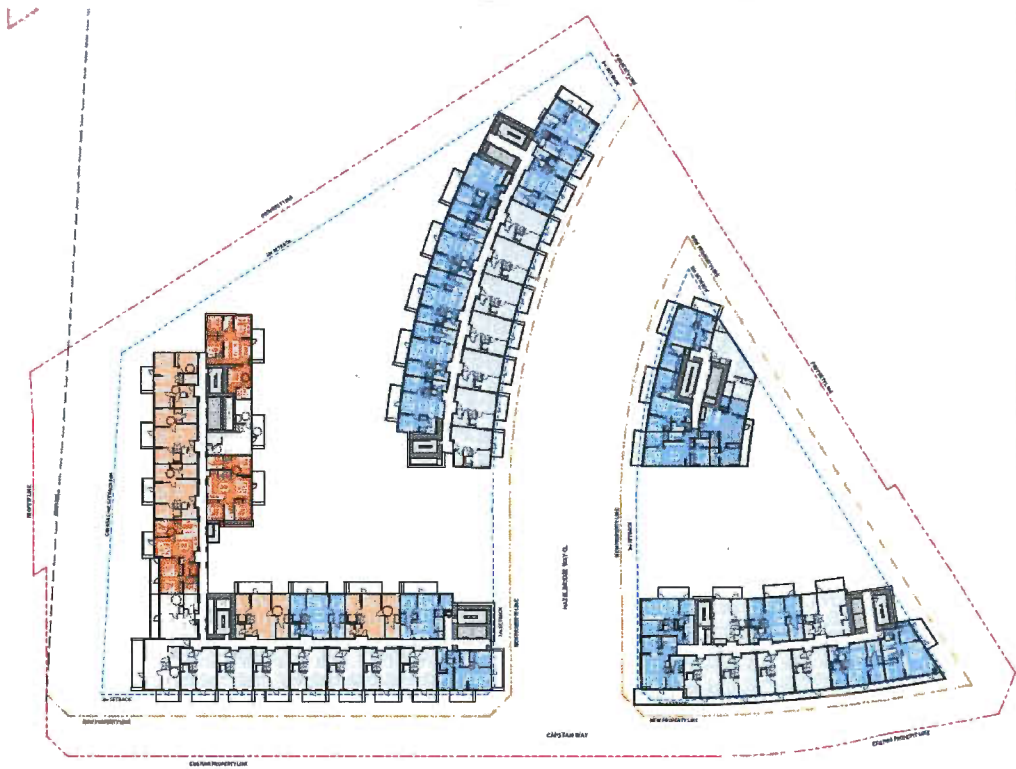


- LEGEND**
- Commercial**
- Arts Facility
  - Office
  - Retail
- Market Units**
- 1 Bedroom
  - 2 Bedroom
  - 3 Bedroom
  - Townhouse
- Market BUH Units**
- 1 Bedroom
  - 2 Bedroom
  - 3 Bedroom
- Affordable BUH Units**
- 1 Bedroom
  - 2 Bedroom
  - 3 Bedroom
- Amenity**
- Indoor
  - Outdoor

gbl

6.10 - LEVEL 8

CAPSTAN WAY

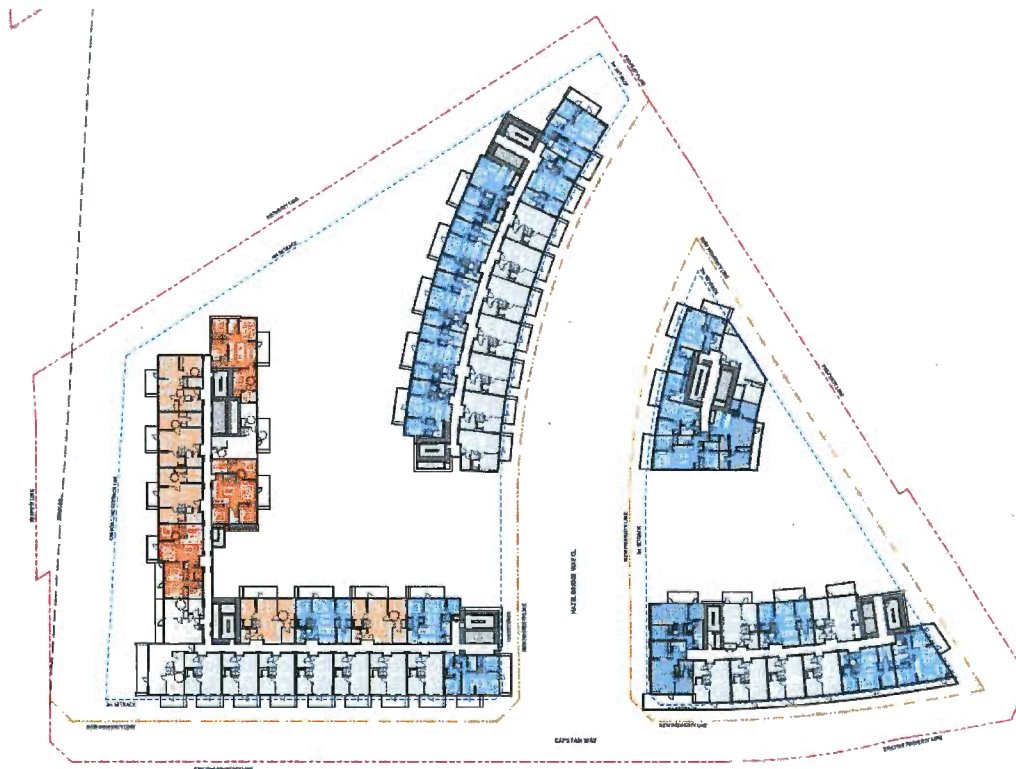


- LEGEND**
- Commercial**
- Arts Facility
  - Office
  - Retail
- Market Units**
- 1 Bedroom
  - 2 Bedroom
  - 3 Bedroom
  - Townhouse
- Market BUH Units**
- 1 Bedroom
  - 2 Bedroom
  - 3 Bedroom
- Affordable BUH Units**
- 1 Bedroom
  - 2 Bedroom
  - 3 Bedroom
- Amenity**
- Indoor
  - Outdoor

gbl

6.11 - LEVEL 9

CAPSTAN WAY



- LEGEND**
- Commercial**
- Arts Facility
  - Office
  - Retail
- Market Units**
- 1 Bedroom
  - 2 Bedroom
  - 3 Bedroom
  - Townhouse
- Market BUH Units**
- 1 Bedroom
  - 2 Bedroom
  - 3 Bedroom
- Affordable BUH Units**
- 1 Bedroom
  - 2 Bedroom
  - 3 Bedroom
- Amenity**
- Indoor
  - Outdoor

gbl

6.12 - LEVEL 10

CAPSTAN WAY





gbl

6.13 - LEVEL 11

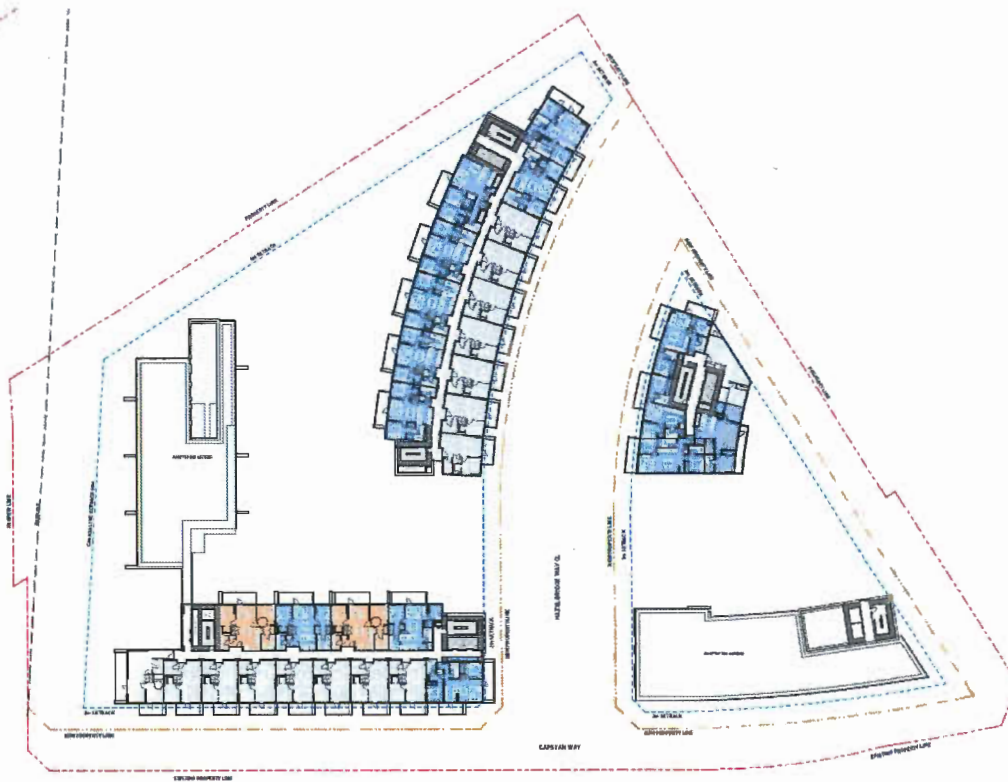
CAPSTAN WAY



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6.14 - LEVEL 12

CAPSTAN WAY

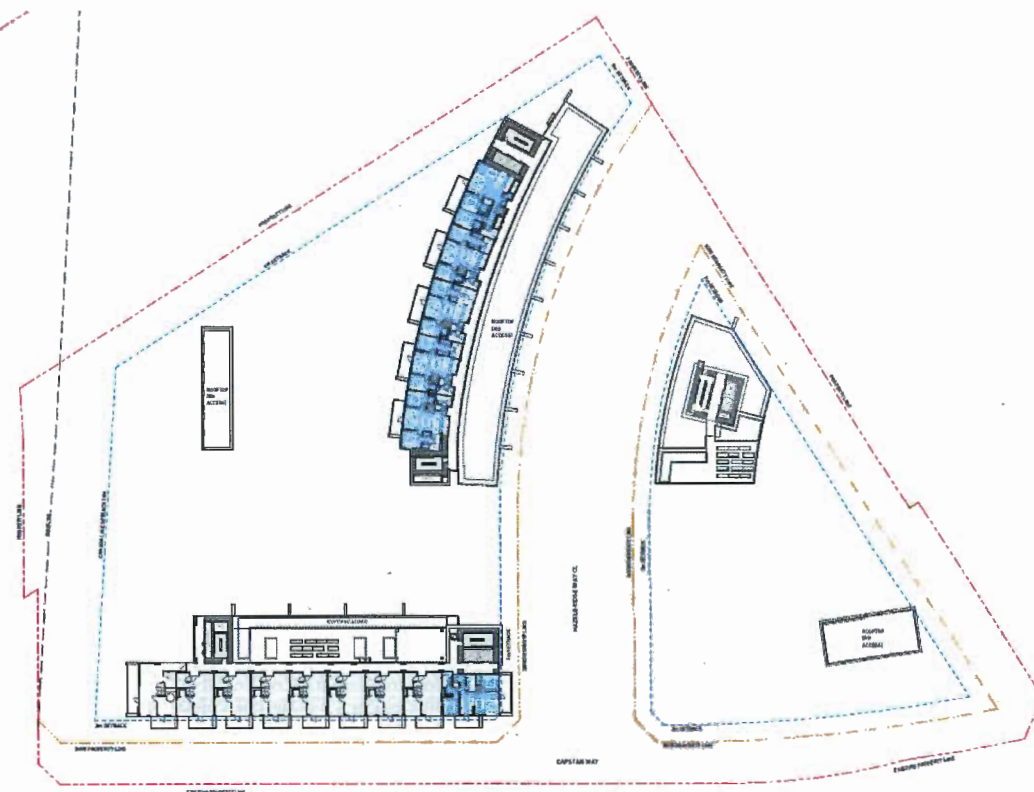


- LEGEND**
- Commercial**
- Arts Facility
  - Office
  - Retail
- Market Units**
- 1 Bedroom
  - 2 Bedroom
  - 3 Bedroom
  - Townhouse
- Market BUH Units**
- 1 Bedroom
  - 2 Bedroom
  - 3 Bedroom
- Affordable BUH Units**
- 1 Bedroom
  - 2 Bedroom
  - 3 Bedroom
- Amenity**
- Indoor
  - Outdoor

gbl

6.15 - LEVEL 13

CAPSTAN WAY

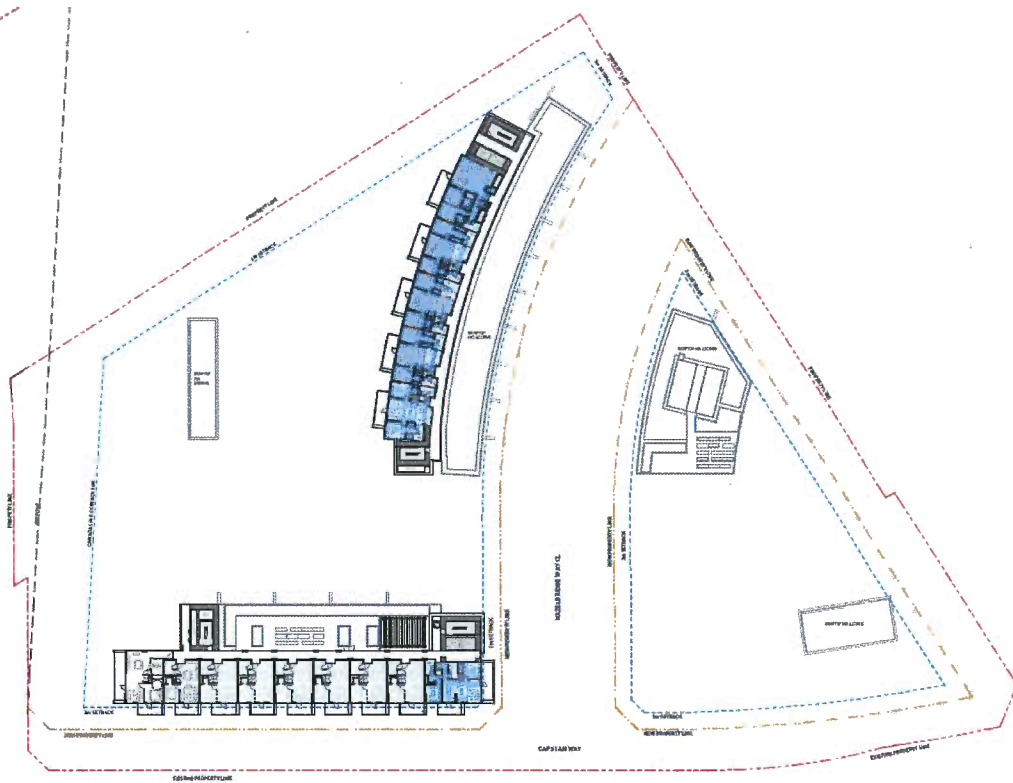


- LEGEND**
- Commercial**
- Arts Facility
  - Office
  - Retail
- Market Units**
- 1 Bedroom
  - 2 Bedroom
  - 3 Bedroom
  - Townhouse
- Market BUH Units**
- 1 Bedroom
  - 2 Bedroom
  - 3 Bedroom
- Affordable BUH Units**
- 1 Bedroom
  - 2 Bedroom
  - 3 Bedroom
- Amenity**
- Indoor
  - Outdoor

gbl

6.16 - LEVEL 14

CAPSTAN WAY

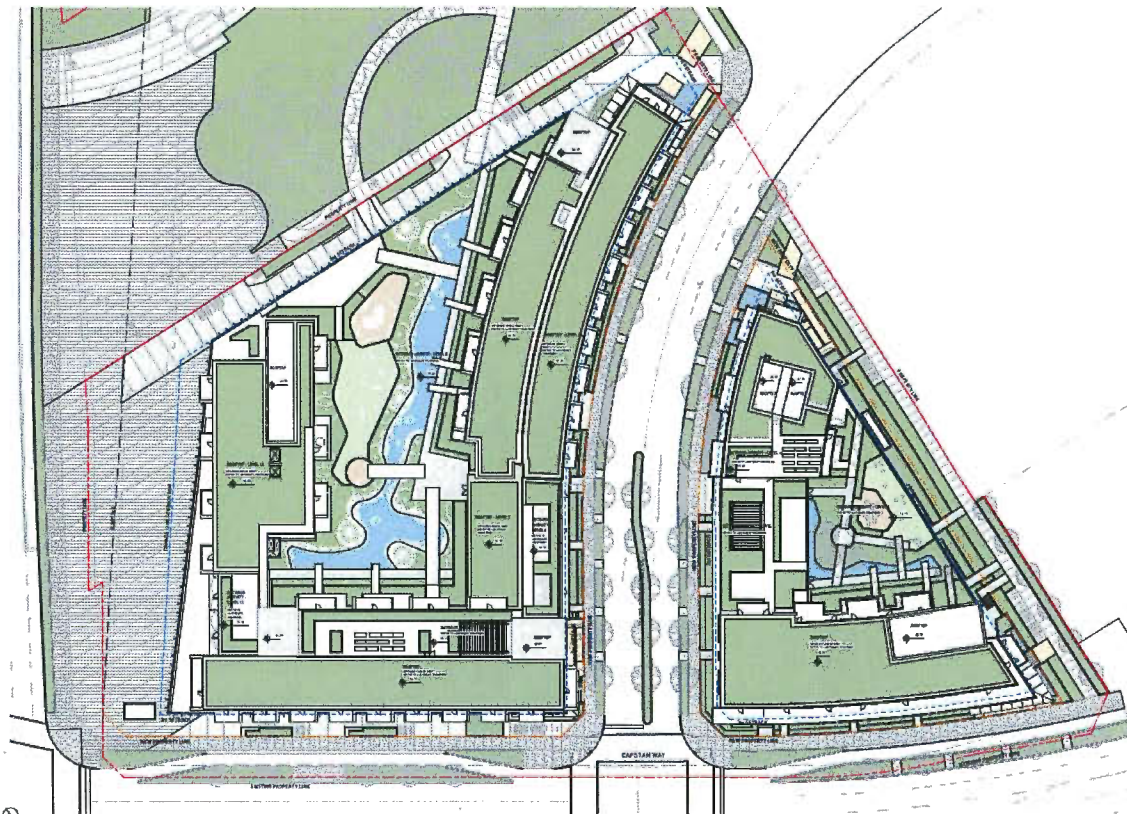


- LEGEND**
- Commercial**
    - Arts Facility
    - Office
    - Retail
  - Market Units**
    - 1 Bedroom
    - 2 Bedroom
    - 3 Bedroom
    - Townhouse
  - Market BUH Units**
    - 1 Bedroom
    - 2 Bedroom
    - 3 Bedroom
  - Affordable BUH Units**
    - 1 Bedroom
    - 2 Bedroom
    - 3 Bedroom
  - Amenity**
    - Indoor
    - Outdoor

gbl

6.17 - LEVEL 15

CAPSTAN WAY



gbl

6.18 - ROOF LEVEL

CAPSTAN WAY



SOUTH ELEVATION - VIEW FROM CAPSTAN WAY



NORTH ELEVATION - VIEW FROM PARK

gbl

7.2 - ELEVATIONS

CAPSTAN WAY



WEST ELEVATION - HAZELBRIDGE WAY



EAST ELEVATION - HAZELBRIDGE WAY

gbl

7.3 - ELEVATIONS

CAPSTAN WAY



EAST ELEVATION - VIEW FROM GREENWAY



EAST ELEVATION - PARCEL 1 COURTYARD



NORTH ELEVATION - PARCEL 1 COURTYARD

gbl

7.5 - ELEVATIONS

CAPSTAN WAY



EAST ELEVATION - PARCEL 2 COURTYARD



NORTH ELEVATION - PARCEL 2 COURTYARD



WEST ELEVATION - PARCEL 2 COURTYARD

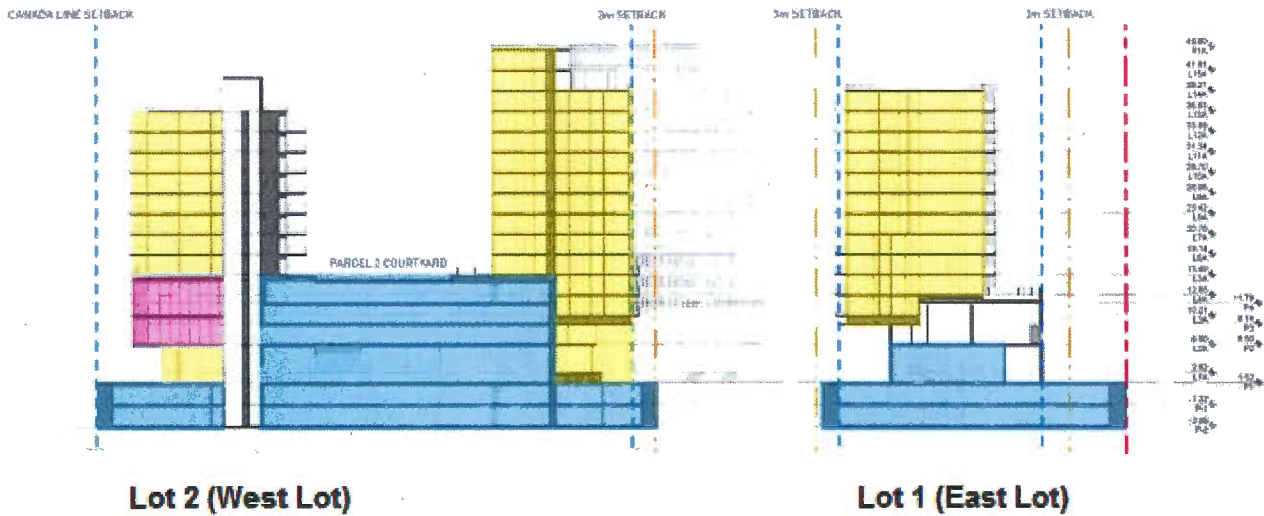
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7.6 - ELEVATIONS

CAPSTAN WAY

LEGEND

- Parking
- Office
- Retail
- Residential

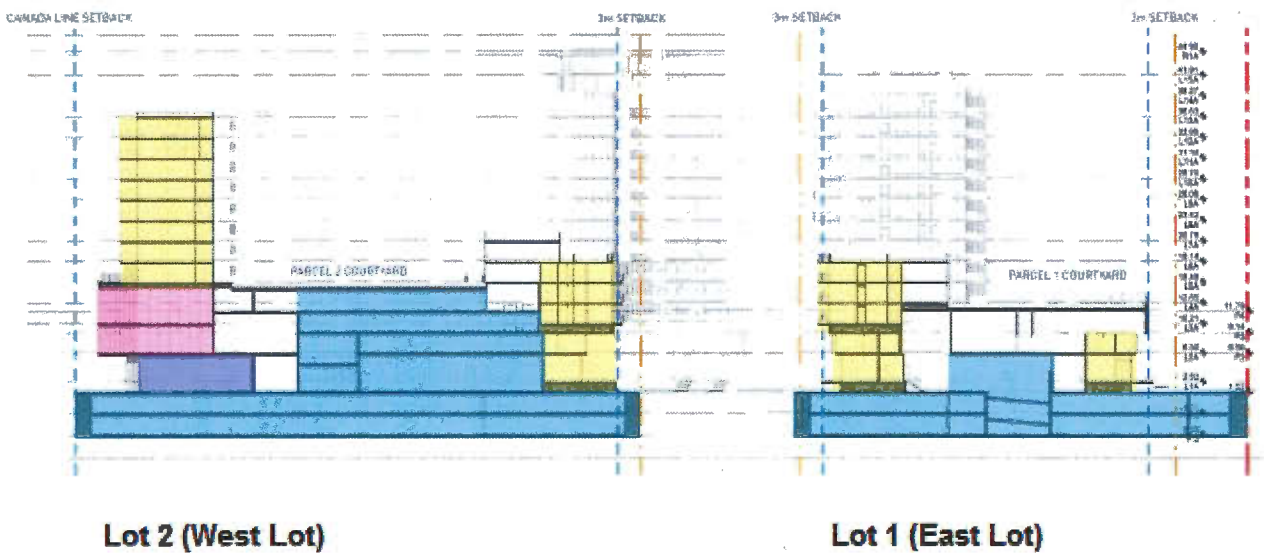


8.1 - SECTIONS

CAPSTAN WAY

LEGEND

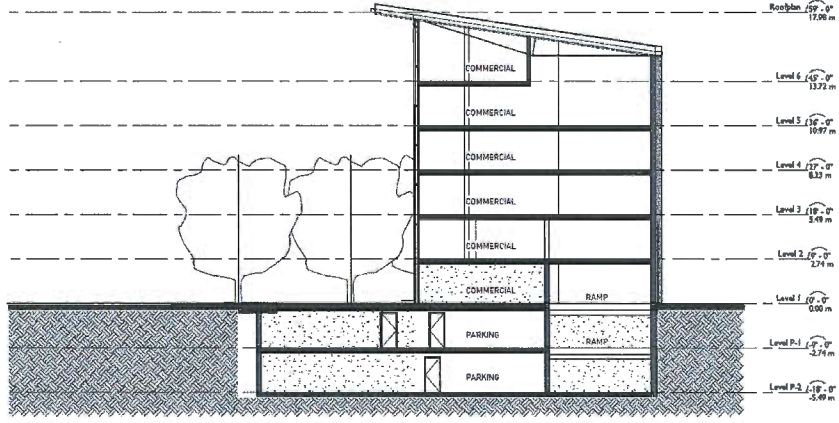
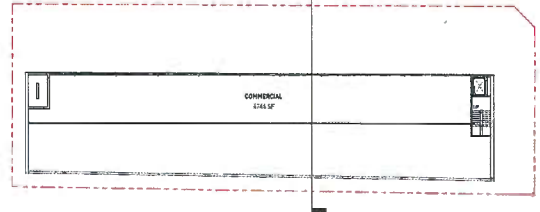
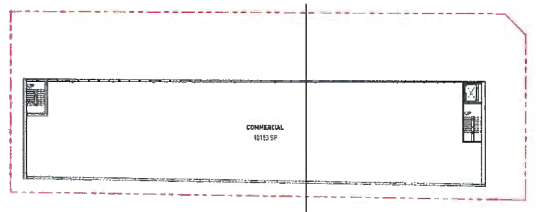
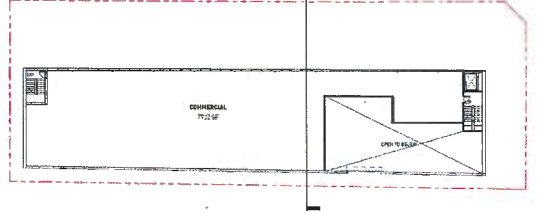
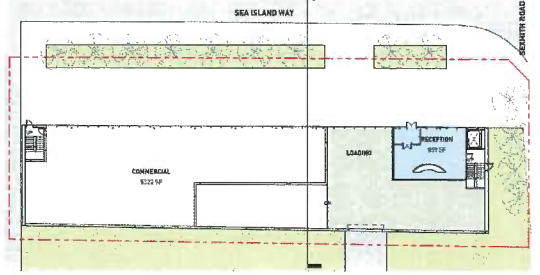
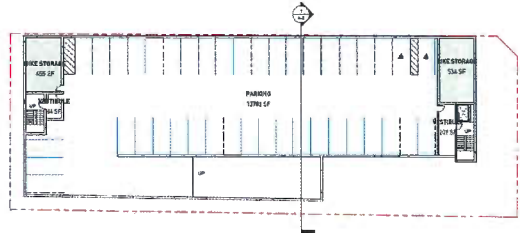
- Parking
- Office
- Retail
- Residential



8.2 SECTIONS

CAPSTAN WAY

3131 Sexsmith Road – Preliminary Concept





December 14, 2017

**Address:** 8511 Capstan Way, 3280 and 3360 No 3 Road, and 3131 Sexsmith Road    **File No:** RZ 17-769242

**Prior to final adoption of Richmond Zoning Bylaw 8500, Amendment Bylaw 9780, the developer is required to complete the following:**

1. Ministry of Transportation & Infrastructure (MOTI): Final approval must be received.

NOTE: MOTI preliminary approval is on file (REDMS #5672444) and will expire on Nov 23, 2018.

2. Ministry of Environment (MOE): Regarding potential site contamination issues, receipt of a Site Determination and/or Certificate of Compliance, as required, permitting the subject rezoning application and related development to proceed.

This MOE approval must be provided, to the City's satisfaction, prior to the developer's required transfer of lands (e.g., dedication or fee simple) to the City for road or park.

NOTE: MOE issued a release letter, dated October 31, 2017 (REDMS #5675009), permitting the City to proceed with the approval of the demolition, zoning, subdivision, and development applications in advance of receiving a Site Determination and/or Certificate of Compliance. In the event that the City, at its sole discretion, accepts the developer's required transfer of lands (e.g., dedication or fee simple) to the City for road or park and adopts the rezoning bylaw prior to receipt of a Site Determination and/or Certificate of Compliance, the developer shall enter into legal agreements and/or provide security, to the satisfaction of the City, to require the developer to fully satisfy this Rezoning Consideration prior to Building Permit\* issuance for the first building on the lands (at the developer's sole cost) and indemnify the City against any and all claims or actions that may arise in connection with the transfer of lands and/or rezoning adoption in advance of receiving a Site Determination and/or Certificate of Compliance (that would not have occurred if the transfer or rezoning had not been permitted).

3. NAV Canada Building Height: Submit a letter of confirmation from a registered surveyor assuring that the proposed building heights are in compliance with Transport Canada regulations.

NOTE: This consideration has been satisfied. (REDMS #5385550)

4. TransLink Adjacent Integrated Design (AID) & Related Requirements:

- 4.1. Guideway Park: Transfer ownership of the existing "Guideway and Station Statutory Right of Way (SRW)" (CA320937) area to the City as fee simple (together with any remnant lands located between the SRW area and the City-owned No. 3 Road right-of-way), consolidate such area with the existing fee simple City park at 3311 Carscallen Road, such that the existing SRW will remain intact on the City lot and, if applicable, be released from the balance of the developer's lands, all at no cost to the City. The transferred lands, comprising a total area of at least 746.7 m<sup>2</sup> (0.19 ac) in the form of an irregular strip of land across the entirety of the No. 3 Road frontages of 3280 and 3360 No. 3 Road and 8511 Capstan Way, shall be used for park and related purposes, which may include, but may not be limited to, transit plaza, transit station, and associated features and activities.

(Refer to "Guideway Park" on the Parks and Public Open Space Key Plan /**Schedule D.**)

NOTE: Development Cost Charge (DCC) credits shall not apply.

- 4.2. Transit Plaza SRW: Register a new Statutory Right of Way (SRW) on title in favour of the City on the developer's proposed Lot 2 (West Lot) for public access, open space, transit uses, and related features and activities, as determined to the City's satisfaction through Lot 2's (West Lot's) Development Permit\*, Building Permit\*, Servicing Agreement\*, and/or other development approval processes required by the City, which SRW agreement shall include, among other things:

(Refer to "Transit Plaza SRW" on the Parks and Public Open Space Key Plan /**Schedule D.**)



- 4.2.1. A SRW area of at least 610.0 m<sup>2</sup> (0.15 ac), comprising a strip of land measuring at least 10.0 m (32.8 ft.) wide along the lot's west property line where it abuts the Canada Line guideway (but not at the proposed station), within which SRW area building encroachments (below, at, and above finished grade) shall not be permitted; and
- 4.2.2. Requirements for the developer to enter into a replacement agreement for the purpose of modifying the SRW with respect to its size, configuration, and/or the nature of its terms to facilitate station integration with fronting development (e.g., design, construction, operation, maintenance, and repair of features and activities within the developer's Lot 2 (West Lot) and/or adjacent City park and/or road), if so determined at the sole discretion of the City through Development Permit\*, Building Permit\*, Servicing Agreement\*, Council approval, and/or other development approval processes required by the City.

In addition to the above, the SRW agreement shall provide for the following:

- 4.2.3. The right-of-way shall provide for:
  - a) 24 hour-a-day, universally accessible, public access and related landscape features for the use and enjoyment of pedestrians and cyclists, which may include, but may not be limited to, a paved walkway, off-street bike path, lighting, furnishings, street trees and planting, decorative paving, and innovative storm water management measures, to the satisfaction of the City;
  - b) Public access to fronting on-site uses and adjacent transit and City park amenities and facilities;
  - c) Emergency and service vehicle access, City bylaw enforcement, and any related or similar City-authorized activities;
  - d) The owner-developer's ability to close a portion of the right-of-way to public access to facilitate maintenance or repairs to the right-of-way or the fronting uses, provided that adequate public access is maintained and the duration of the closure is limited, as approved by the City in writing in advance of any such closure;
  - e) Design and construction of the SRW area, at the sole cost and responsibility of the developer, via the Development Permit\*, Servicing Agreement\*, and/or Building Permit\* review and approval processes, as determined to the City's satisfaction; and
  - f) Maintenance of the SRW area at the sole cost of the owner-developer, except for any City sidewalks, utilities, streetlights, street trees, transit-related structures or infrastructure, and/or City furnishings as determined to the City's sole satisfaction via the Development Permit\*, Servicing Agreement\*, and/or Building Permit\* review and approval processes.
- 4.2.4. In addition, the right-of-way shall provide for:
  - a) Food and retail vendors, as determined to the satisfaction of the City, which may include, but may not be limited to, food trucks, coffee kiosks, market stalls, buskers, seasonal uses, special events, and/or related features/activities;
  - b) Public art; and
  - c) City utilities, traffic control (e.g., signals), and/or related equipment.
- 4.2.5. The right-of-way shall not provide for driveway crossings, except as required to provide for bylaw enforcement, maintenance vehicles, access by vendors as described above, and similar purposes, as determined to the City's satisfaction.
- 4.2.6. "No development" shall be permitted on Lot 2 (West Lot), restricting Development Permit\* issuance for any building on Lot 2 (West Lot), in whole or in part, unless the permit includes the design of the SRW area, to the City's satisfaction.
- 4.2.7. No Building Permit\* shall be issued for a building on Lot 2 (West Lot), in whole or in part (excluding parking intended as an ancillary use to non-parking uses), unless the permit includes the design of the SRW area, to the City's satisfaction.

- 4.2.8. “No occupancy” shall be permitted of a building on Lot 2 (West Lot), restricting final Building Permit\* inspection granting occupancy for any building on Lot 2 (West Lot), in whole or in part (excluding parking intended as an ancillary use to non-parking uses), until the SRW area is completed to the satisfaction of the City and has received, as applicable, a Certificate of Completion and/or final Building Permit\* inspection granting occupancy.

NOTE: This SRW is required to satisfy the developer’s CCAP and Zoning Bylaw public open space requirements with respect to the Capstan Station Bonus.

- 4.3. Transit Integration: Registration of a covenant or alternative legal agreement on title, to the satisfaction of the City, stipulating that no Building Permit shall be issued for a building on the developer’s West Lot, in whole or in part, until:
- 4.3.1. **Adjacent Integrated Design (AID):** The applicant has provided the City with satisfactory written confirmation that all terms required as prior-to conditions of Building Permit issuance by the South Coast British Columbia Transportation Authority (TransLink) have been met, as determined to the sole satisfaction of the City, which terms may include, among other things, TransLink’s review and written approval of the following measures needed to ensure the protection of transit infrastructure:
- a) Preload, excavation and, shoring plans and associated mitigation plans;
  - b) A precision survey of the existing Canada Line track geometry prior to any site preloading/construction work, a settlement monitoring program (as established by a qualified geotechnical engineer), and a post-construction survey;
  - c) Final (detailed) design drawings of the proposed West Lot development; and
  - d) A suitable response to TransLink’s guideway protection requirement regarding potential trespass and debris on the guideway or station (e.g., physical barriers or a private legal agreement between the owner and TransLink to assign responsibility for intentional or unintentional damage to the guideway or station to the owner/strata corporation), which response must receive prior written City approval if it impacts the public realm and/or building form or character (i.e. approved Development Permit, Council approval, or as otherwise determined to the City’s satisfaction); and
- 4.3.2. **Capstan Station Integration:** The proposed design provides for the integration of Capstan Station with the fronting development to the satisfaction of the City through the provision of integration features (i.e. features provided over and above the standard of landscape and building design that would have been acceptable to the City had station integration not been required), which integration features shall:
- a) Provide transit users with a level of convenience, comfort, and security equal to or better than that of the Canada Line’s Marine Gateway Station;
  - b) Include, but may not be limited to, a contiguous, weather-protected pedestrian network connecting the station with fronting development and key linkages with surrounding uses (e.g., community centre, Early Childhood Development Hub, Capstan greenway) complemented by a safe, attractive, high amenity, and universally accessible public realm;
  - c) Require City approval, which may include, but may not be limited to, Development Permit\*, Building Permit\*, Council, and/or Servicing Agreement\* approval for the integration features, in whole or in part, registration of legal agreements with respect to the developer’s responsibilities and/or the terms of construction, subdivision, purchase and sale, and/or occupancy, granting of easements and/or statutory right-of-ways, security, and/or other measures as determined by the City; and
  - d) Be installed, constructed, and maintained at the sole cost of the developer, except for those integration features required to be (i) installed outside the developer’s West Lot or (ii) otherwise owned by others (i.e. TransLink or Richmond) and secured by statutory right-of-way and/or legal agreement, as determined to the satisfaction of the City.

5. Subdivision: Registration of a Subdivision Plan for the subject site, to the satisfaction of the City.

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

5.1. Road: Dedication of 3,542.2 m<sup>2</sup> (0.88 ac) for road and related purposes, as per the Preliminary Subdivision Plan (**Schedule A**), including:

- 5.1.1. 530.6 m<sup>2</sup> (0.13 ac) for road widening, including:
- a) Capstan Way widening: 470.0 m<sup>2</sup> (0.12 ac); and
  - b) Sexsmith Road widening: 60.6 m<sup>2</sup> (0.01 ac).

NOTE: Development Cost Charge (DCC) credits shall apply.

- 5.1.2. 3,011.7 m<sup>2</sup> (0.74 ac) for additional road, including:
- a) Hazelbridge Way: 2,183.6 m<sup>2</sup> (0.54 ac);
  - b) Capstan Way “additional” widening: 757.3 m<sup>2</sup> (0.19 ac); and
  - c) Sexsmith Road “additional” widening: 70.8 m<sup>2</sup> (0.02 ac).

NOTE: Development Cost Charge (DCC) credits shall not apply.

NOTE: The Capstan Way “additional” widening and Sexsmith Road “additional” widening are required to satisfy the developer’s CCAP and Zoning Bylaw public open space requirements with respect to the Capstan Station Bonus.

5.2. Park: Transfer 2,082.2 m<sup>2</sup> (0.52 ac) to the City as fee simple for park and related purposes, which may include, but may not be limited to, transit plaza, transit station, and associated features and activities. The primary business terms of the required land transfers shall be to the satisfaction of the Manager, Real Estate Services, the City Solicitor, and the Director of Development. All costs associated with the land transfer shall be borne by the developer. The lands to be transferred, as indicated on the Preliminary Subdivision Plan (**Schedule A**), shall be consolidated with the abutting City-owned park located at 3311 Carscallen Road and shall include:

- 5.2.1. **Guideway Park**: As described in Section 4.0 TransLink Adjacent Integrated Design (AID) & Related Requirements, at least 746.7 m<sup>2</sup> (0.19 ac), which shall entail the transfer of the existing “Guideway and Station Statutory Right of Way (SRW)” (CA320937) area to the City, together with any remnant lands located between the SRW area and the City-owned No. 3 Road right-of-way.

NOTE: Development Cost Charge (DCC) credits shall not apply.

NOTE: This land transfer is required to satisfy the developer’s CCAP and Zoning Bylaw public open space requirements with respect to the Capstan Station Bonus.

- 5.2.2. **Neighbourhood Park Expansion**: At least 1,335.5 m<sup>2</sup> (0.33 ac), including:
- a) 1,194.0 m<sup>2</sup> (0.30 ac) along the north side of 3311 Carscallen Road; and
  - b) 141.5 m<sup>2</sup> (0.03 ac) along the south side of 3311 Carscallen Road.

NOTE: Development Cost Charge (DCC) credits shall apply.

5.3. Lot Consolidation and Subdivision: The creation of three (3) lots for development purposes, as per the Preliminary Subdivision Plan (**Schedule A**), including:

- 5.3.1. Lot 1 (East Lot): 3,816.5 m<sup>2</sup> (0.94 ac);
- 5.3.2. Lot 2 (West Lot): 8,048.1 m<sup>2</sup> (1.99 ac); and
- 5.3.3. Lot 3 (3131 Sexsmith Road): 1,904.5 m<sup>2</sup> (0.47 ac).

5.4. No Separate Sale: Registration of legal agreements on the three (3) lots created for the purpose of the subject mixed use development, as per the Preliminary Subdivision Plan (**Schedule A**), requiring that the lots may not be sold or otherwise transferred separately without prior approval of the City, to ensure that legal agreement and business terms related to financial, legal, development, and other obligations assigned to each

of the lots as a result of the subject rezoning are transferred and secured to the satisfaction of the Director of Development and City Solicitor.

- 5.5. Public Rights of Passage Right-of-Ways: In addition to the Transit Plaza SRW required with respect to the “*TransLink Adjacent Integrated Design (AID) & Related Requirements*” agreement (above), as per the Preliminary Statutory Right-of-Way Plans (**Schedule B**) and Parks and Public Open Space Key Plan (**Schedule D**), registration of additional right-of-ways to facilitate public access and related landscaping and infrastructure, including:

5.5.1. **Mid-Block Trail SRW**: 676.5 m<sup>2</sup> (0.17 ac) in the form of an irregular linear area with a minimum width of 6.12 m (20.1 ft.) along the east side of Lot 1 (East Lot), south of Hazelbridge Way, for the extension of the approved landscaped trail for pedestrians and bikes established by the adjacent developer (Pinnacle International, as per RZ 10-544729, DP 12-604012, RZ 12-610011, and DP 14-667322).

- a) The right-of-way shall provide for:
- For a well-coordinated interface between the subject SRW area and two (2) abutting public open space SRW area’s owned and maintained by others (as generally indicated in the attached Parks Reference Plan, **Schedule E**, and Parks Concept Plan, **Schedule F**) that together comprise the public trail connection between Capstan Way and Hazelbridge Way, such that the public experience, use, and enjoyment of all three (3) SRW areas is attractive, welcoming, well-lit, safe, universally accessible, well maintained, and effectively “seamless”, as determined to the satisfaction of the City;
  - 24 hour-a-day, universally accessible, public access in the form of combined walkway/off-street bike path and related landscape features, which may include, but may not be limited to, lighting, furnishings, street trees and planting, decorative paving, and innovative storm water management measures, to the satisfaction of the City;
  - Public art;
  - Public access to fronting residential, public open space, and other on-site uses;
  - Emergency and service vehicle access, City bylaw enforcement, and any related or similar City-authorized activities;
  - City utilities, traffic control (e.g., signals), and related equipment;
  - The owner-developer’s ability to close a portion of the right-of-way to public access to facilitate maintenance or repairs to the right-of-way or the fronting uses, provided that adequate public access is maintained and the duration of the closure is limited, as approved by the City in writing in advance of any such closure;
  - Design and construction of the SRW area, via a Development Permit\*, at the sole cost and responsibility of the developer, as determined to the satisfaction of the City; and
  - Maintenance of the SRW area at the sole cost of the owner-developer, except as otherwise determined via the Development Permit\* approval process.
- b) In addition, the right-of-way shall provide for:
- Building encroachments located fully below the finished grade of the right-of-way, provided that such encroachments do not conflict with the design, construction, or intended operation of the right-of-way (e.g., tree planting, accessible grades, underground utilities), as specified in a Development Permit\* or Servicing Agreement\* approved by the City.
- c) The right-of-way shall not provide for:
- Driveway crossings;
  - Vehicle access, except as described above; or
  - Building encroachments above the finished grade of the right-of-way.
- d) “No development” shall be permitted on Lot 1 (East Lot), restricting Development Permit\* issuance for any building on Lot 1 (East Lot), in whole or in part, unless the permit includes the design of the SRW area, to the City’s satisfaction.

- e) No Building Permit\* shall be issued for a building on Lot 1 (East Lot), in whole or in part (excluding parking intended as an ancillary use to non-parking uses), unless the permit includes the design of the SRW area, to the City's satisfaction.
- f) "No occupancy" shall be permitted of a building on Lot 1 (East Lot), restricting final Building Permit\* inspection granting occupancy for any building on Lot 1 (East Lot), in whole or in part (except for parking), until the SRW area is completed to the satisfaction of the City and has received, as applicable, a Certificate of Completion and/or final Building Permit\* inspection granting occupancy.

NOTE: This SRW is required to satisfy the developer's CCAP and Zoning Bylaw public open space requirements with respect to the Capstan Station Bonus.

5.5.2. **Sea Island Greenway SRW:** 704.0 m<sup>2</sup> (0.17 ac) in the form of a 10.0 m (32.8 ft.) wide right-of-way along the subject site's entire Sea Island Way frontage (3131 Sexsmith Road) for the establishment of a landscaped greenway accommodating pedestrian and bike activity.

- a) The right-of-way shall provide for:
  - 24 hour-a-day, universally accessible, public access in the form of paved walkway, off-street bike path, and related landscape features, which may include, but may not be limited to, lighting, furnishings, street trees and planting, decorative paving, and innovative storm water management measures, to the satisfaction of the City;
  - Public art;
  - Public access to fronting commercial, public open space, and other on-site uses;
  - Emergency and service vehicle access, City bylaw enforcement, and any related or similar City-authorized activities;
  - City utilities, traffic control (e.g., signals), and related equipment;
  - The owner-developer's ability to close a portion of the right-of-way to public access to facilitate maintenance or repairs to the right-of-way or the fronting uses, provided that adequate public access is maintained and the duration of the closure is limited, as approved by the City in writing in advance of any such closure;
  - Design and construction of the SRW area, via a Development Permit\* or Servicing Agreement\*, at the sole cost and responsibility of the developer, as determined to the satisfaction of the City; and
  - Maintenance of the SRW area at the sole cost of the owner-developer, except for paved sidewalk areas and City utilities, streetlights, street trees, and furnishings.
- b) In addition, the right-of-way shall provide for:
  - Building encroachments located fully below the finished grade of the right-of-way, provided that such encroachments do not conflict with the design, construction, or intended operation of the right-of-way (e.g., tree planting, accessible grades, underground utilities), as specified in a Development Permit\* or Servicing Agreement\* approved by the City.
- c) The right-of-way shall not provide for:
  - Driveway crossings;
  - Vehicle access, except as described above; or
  - Building encroachments above the finished grade of the right-of-way.
- d) "No development" shall be permitted on 3131 Sexsmith Road, restricting Development Permit\* issuance for any building on 3131 Sexsmith Road, in whole or in part, unless the permit includes the design of the SRW area, to the City's satisfaction.
- e) No Building Permit\* shall be issued for a building on 3131 Sexsmith Road, in whole or in part (excluding parking intended as an ancillary use to non-parking uses), unless the permit includes the design of the SRW area, to the City's satisfaction.
- f) "No occupancy" shall be permitted of a building on 3131 Sexsmith Road, restricting final Building Permit\* inspection granting occupancy for any building on 3131 Sexsmith Road, in whole or in part (except for parking), until the SRW area is completed to the satisfaction

of the City and has received, as applicable, a Certificate of Completion and/or final Building Permit\* inspection granting occupancy.

NOTE: This SRW is required to satisfy the developer's CCAP and Zoning Bylaw public open space requirements with respect to the Capstan Station Bonus.

5.5.3. **Arts Space Walkway SRW:** 622.7 m<sup>2</sup> (0.15 ac) in the form of a 6.0 m (19.7 ft.) wide right-of-way along the entire north edge of Lot 2 (West Lot) for the establishment of a public walkway and outdoor activity and event space, the design of which shall be coordinated with that of the adjacent City-owned park and "*Village Centre Bonus Arts Space*" and related features, to the satisfaction of the City via the Development Permit\*, Servicing Agreement\*, and Building Permit\* review and approval processes for Lot 2 (West Lot).

- a) The right-of-way shall provide for:
- 24 hour-a-day, universally accessible, public access in the form of a pedestrian walkway and related landscape features, which may include, but may not be limited to, lighting, furnishings, street trees and planting, decorative paving, and innovative storm water management measures, to the satisfaction of the City;
  - Bike access (if this is not adequately accommodated via the City park north of the SRW area);
  - Public art;
  - Public access to the fronting "*Village Centre Bonus Arts Space*" and commercial, residential, public open space, and other uses on and around the site;
  - Emergency and service vehicle access, City bylaw enforcement, and any related or similar City-authorized activities;
  - The owner-developer's ability to close a portion of the right-of-way to public access to facilitate maintenance or repairs to the right-of-way or the fronting uses, provided that adequate public access is maintained and the duration of the closure is limited, as approved by the City in writing in advance of any such closure;
  - Design and construction of the SRW area, via a Development Permit\*, at the sole cost and responsibility of the developer, as determined to the satisfaction of the City; and
  - Maintenance of the SRW area at the sole cost of the owner-developer, except as otherwise determined via the Development Permit\* approval process.
- b) In addition, the right-of-way shall provide for the following, provided that public access is not impeded and the features enhance the appeal and intended public amenity and operation of the right-of-way as specified in a Development Permit\* approved by the City:
- Building encroachments, provided that any such encroachments are:
    - i. Fully below the finished grade of the right-of-way; and/or
    - ii. Located a minimum of 2.5 m (8.2 ft.) clear above the finished grade of the right-of-way area and are limited to features the Richmond Zoning Bylaw typically permits within required front yards (e.g., weather protection, balconies, bay windows, architectural appurtenances) provided that such features do not conflict with tree planting or other features within the adjacent City-owned park;
  - Movable furnishings and planters;
  - Temporary display and performance of artworks (excluding amplified music) for exhibition purposes; and
  - Complementary temporary uses, signage, and activities, including, but not limited to the hosting of art exhibitions and opening events that the general public is welcome to attend at no cost.
- c) The right-of-way shall not provide for:
- Driveway crossings;
  - Vehicle access, except as described above; or
  - City utilities.

- d) “No development” shall be permitted on Lot 2 (West Lot), restricting Development Permit\* issuance for any building on Lot 2 (West Lot), in whole or in part, unless the permit includes the design of the SRW area, to the City’s satisfaction.
- e) No Building Permit\* shall be issued for a building on Lot 2 (West Lot), in whole or in part (excluding parking intended as an ancillary use to non-parking uses), unless the permit includes the design of the SRW area, to the City’s satisfaction.
- f) “No occupancy” shall be permitted of a building on Lot 2 (West Lot), restricting final Building Permit\* inspection granting occupancy for any building on Lot 2 (West Lot), in whole or in part (except for parking), until the SRW area is completed to the satisfaction of the City and has received, as applicable, a Certificate of Completion and/or final Building Permit\* inspection granting occupancy.

**NOTE:** This SRW is required to satisfy the developer’s CCAP and Zoning Bylaw public open space requirements with respect to the Capstan Station Bonus.

- 6. **Other Right-of-Ways:** As determined to the sole satisfaction of the City via the Servicing Agreement\*, Development Permit\*, and/or Building Permit\* processes.
- 7. **Capstan Station Bonus (CSB):** Submission of voluntary developer contributions towards the Capstan Station Reserve (i.e. construction funding for the Capstan Canada Line Station and related transportation improvements) and public open space, as per City policy and Zoning Bylaw requirements applicable to developments, such as the subject development, that propose to utilize the Capstan Station Bonus.

7.1. **Capstan Station Reserve:** City acceptance of the developer’s voluntary contribution in the amount of \$4,564,063.01 towards the Capstan Station Reserve, based on a maximum combined total number of dwellings on Lot 1 (East Lot) and Lot 2 (West Lot) of 533 and the Council-approved contribution rate in effect for the period from October 1, 2017 to September 30, 2018 (i.e. \$8,562.97/dwelling).

In the event that the developer’s contribution is not submitted prior to October 1, 2018, the value of the developer’s contribution shall be increased in accordance with the Council-approved Capstan Station Reserve contribution rate in effect at the time payment is received by the City.

This contribution shall be understood to fully satisfy the developer’s obligations with respect to financial contribution towards the Capstan Station Reserve with respect to the Capstan Station density bonus provisions in the Richmond Zoning Bylaw and ZMU25 zone. For clarity, no further contribution towards the Capstan Station Reserve shall be required prior to Building Permit\* issuance for the subject development, in part or in whole.

**NOTE:** The development’s maximum combined total number of dwellings shall be regulated by the density provisions in the ZMU25 zone and no increase in the number of units shall be permitted. In the event that the developer chooses to build fewer dwellings than the maximum number permitted under the ZMU25 zone, no portion of the developer’s voluntary contribution will be refunded.

7.2. **Public Open Space:** City acceptance of the developer’s voluntary contribution of 4,187.9 m<sup>2</sup> (1.04 ac) of public open space. This contribution shall satisfy all ZMU25 zone public open space requirements with respect to the CSB. Public open space shall be provided in a combination of fee simple (park) transferred to the City, road dedication expressly intended for public open space purposes (e.g., greenways), and Public Rights of Passage SRW areas, as indicated in the table below. No reduction in the required public open space area shall be permitted.

**NOTE:** Development Cost Charge (DCC) credits shall not apply.

**TABLE 1**

Capstan Station Bonus (CSB) Public Open Space Features		CSB Voluntary Public Open Space Contribution		
		Dedication (Road)	Fee Simple (Park)	SRW
A.	Capstan Way additional widening*	757.2 m <sup>2</sup> (0.19 ac)	-	-
B.	Sexsmith Road additional widening	70.8 m <sup>2</sup> (0.02 ac)	-	-
C.	Guideway Park	-	746.7 m <sup>2</sup> (0.19 ac)	-

Capstan Station Bonus (CSB) Public Open Space Features		CSB Voluntary Public Open Space Contribution		
		Dedication (Road)	Fee Simple (Park)	SRW
D.	Transit Plaza SRW	-	-	610.0 m <sup>2</sup> (0.15 ac)
E.	Mid-Block Trail SRW	-	-	676.5 m <sup>2</sup> (0.17 ac)
F.	Sea Island Greenway SRW	-	-	704.0 m <sup>2</sup> (0.17 ac)
G.	Art Space Walkway SRW	-	-	622.7 m <sup>2</sup> (0.15 ac)
<b>Sub-Total</b>		<b>828.0 m<sup>2</sup> (0.21 ac)</b>	<b>746.7 m<sup>2</sup> (0.19 ac)</b>	<b>2,613.2 m<sup>2</sup> (0.64 ac)</b>
<b>TOTAL</b>		<b>4,187.9 m<sup>2</sup> (1.04 ac)</b>		

8. Village Centre Bonus (VCB): Submission of a voluntary developer cash contribution and the registration of legal agreement(s) as needed to secure the developer’s commitment to satisfy Village Centre Bonus requirements contained in the ZMU25 zone with respect to the developer’s lands in general and Lot 2 (West Lot) in particular.
- 8.1. VCB Amenity Contribution: Submission of a voluntary developer cash contribution, in the amount of \$3,928,600, to Richmond’s Leisure Facilities Reserve Fund – City Centre Facility Development Sub-Fund, in lieu of constructing community amenity space on-site, as determined based on a construction-value amenity transfer rate of \$650/ft<sup>2</sup> and an amount of amenity transferred off-site based on 5% of the maximum VCB buildable floor area permitted on the subject site under the proposed ZMU25 zone, as indicated in the table below.

In the event that the contribution is not provided within one year of the application receiving third reading of Council (Public Hearing), the Construction-Value Amenity Transfer Contribution Rate (as indicated in the table below) shall be increased annually thereafter based on the Statistics Canada “Non-Residential Building Construction Price Index” yearly quarter-to-quarter change for Vancouver, where the change is positive.

**TABLE 2**

Use	Maximum Permitted VCB Bonus Floor Area as per the ZMU25 Zone	VCB Community Amenity Space Area (5% of Bonus Area)	Construction-Value Amenity Transfer Contribution Rate	Minimum Voluntary Developer Cash Contribution
VCB	11,230.1 m <sup>2</sup> (120,879.8 ft <sup>2</sup> )	561.5 m <sup>2</sup> (6,044.0 ft <sup>2</sup> )	\$650.00/ft <sup>2</sup>	\$3,928,600.00
<b>TOTAL</b>	<b>11,230.1 m<sup>2</sup> (120,879.8 ft<sup>2</sup>)</b>	<b>561.5 m<sup>2</sup> (6,044.0 ft<sup>2</sup>)</b>	<b>\$650.00/ft<sup>2</sup></b>	<b>\$3,928,600.00</b>

- 8.2. VCB Arts Space: The City’s acceptance of the developer’s offer to voluntarily provide for the VCB Arts Space, the terms of which shall include the developer’s design and construction (to a turnkey level of finish, at the developer’s sole cost) of at least 1,193.8 m<sup>2</sup> (12,850.0 ft<sup>2</sup>) of storefront commercial space along the north side of Lot 2 (West Lot), together with related uses/spaces (e.g., parking), for operation by a non-profit arts organization(s), in perpetuity, to the satisfaction of the City, as provided for under the Village Centre Bonus density provisions of the ZMU25 zone.

Prior to rezoning adoption, as determined to the satisfaction of the City, the developer shall register a restrictive covenant(s) and/or alternative legal agreement(s) on title to Lot 2 (West Lot), which shall provide for, but may not be limited to, the following:

- 8.2.1. Registration of a covenant and/or an alternative legal agreement(s) on title to the satisfaction of the City restricting the Arts Space’s net rent, in perpetuity, to a maximum of 50% of net market rent (i.e. based on comparable commercial spaces in Richmond’s City Centre), together with a base rent and mechanism for periodic rent increases (i.e. every 5 years), all as determined to the satisfaction of the City, together with an obligation to deliver to the City annual statutory declarations as to the tenant and current net rent.
- 8.2.2. Prior to Development Permit\* issuance, the developer’s submission, to the City’s satisfaction, of a lease or letter of intent with a non-profit art organization acceptable to the City, including the developer’s commitment to pay for Tenant Improvements and related upgrades to the base building made necessary to accommodate the proposed non-profit arts tenant (i.e. beyond what would be typical of commercial retail construction in comparable high rise, high density City Centre development, which may include, but may not be limited to, enhanced mechanical,



lighting, and security, over-sized washrooms, a large entry vestibule with security/monitoring features, a specialty movable glazed exterior door system, dropped slabs to accommodate sprung floors, and large clear-span/column-free spaces to accommodate studio and performance activities), all at no cost to the tenant, which Tenant Improvements and related upgrades shall have an estimated value of at least \$4.5 million, as determined to the satisfaction of the City.

- 8.2.3. "No development" shall be permitted on Lot 2 (West Lot), restricting Development Permit\* issuance for any building on Lot 2 (West Lot), in whole or in part, unless the developer designs the Arts Space to the satisfaction of the City, as generally described in the Village Centre Bonus Arts Space – Terms of Reference (**Schedule C**).
- 8.2.4. No Building Permit\* shall be issued for a building on Lot 2 (West Lot), in whole or in part (excluding parking intended as an ancillary use to non-parking uses), unless the required Arts Space and related features are incorporated in the Building Permit\* drawings and specifications, generally as determined through the subject rezoning and approved Development Permit\*, to the satisfaction of the City.
- 8.2.5. "No occupancy" shall be permitted of a building on Lot 2 (West Lot), restricting final Building Permit\* inspection granting occupancy for any building on Lot 2 (West Lot), in whole or in part (excluding parking intended as an ancillary use to non-parking uses), unless the required Arts Space and related features are completed to the satisfaction of the City and have received final Building Permit\* inspection granting occupancy. Notwithstanding the afore mentioned statement, in the event that occupancy of the building on the lot proceeds in stages (e.g., tower-by-tower), "no occupancy" shall be permitted of any non-residential uses on the lot, in whole or in part, until 100% of the Arts Space and related spaces/uses have received final Building Permit\* inspection granting occupancy.

9. Public Washrooms: The City's acceptance of the developer's offer to voluntarily contribute two (2) universally-accessible washrooms for public use on Lot 2 (West Lot), in perpetuity, as determined to the satisfaction of the City through the applicable design development and approval processes for Lot 2 (West Lot), which may include, but may not be limited to, Development Permit\*, Building Permit\*, and/or Servicing Agreement\* approvals. More specifically:

- 9.1. The design/construction of the two (2) washrooms shall, together with related works:
  - 9.1.1. Be undertaken at the sole cost of the developer;
  - 9.1.2. Have a combined installed value of approximately \$600,000 or as otherwise determined to the satisfaction of the City;
  - 9.1.3. Be coordinated, to the City's satisfaction, with works required with respect to the "*Transit Plaza SRW*", "*Station Integration*", "*Art Space Walkway SRW*", and City park, road, and utilities;
  - 9.1.4. Be available for unrestricted public use during the hours that transit services are operational within 400 m of the washrooms, except for emergencies and as permitted by the City on a temporary basis with prior written approval;
  - 9.1.5. Be in a form that:
    - a) Is attractive and complements the appearance, character, and amenity of the public realm;
    - b) Allows for easy surveillance and provides for safe, convenient use by transit riders, park users, and the general public;
    - c) Accommodates people with mobility challenges (e.g., wheelchairs users; strollers);
    - d) Is durable and easy to maintain (e.g., heavy-duty, vandal resistant materials; heat tracing);
    - e) Is well-lit, day and night (e.g., interior lights, together with louvers or skylights to daylight the interior); and
    - f) Passively and/or actively discourages undesirable uses (e.g., sensors);

- 9.2. The owner of Lot 2 (West Lot) shall, in perpetuity, maintain, repair, and replace the washrooms and related works, at the owner's sole cost, to the City's satisfaction;
  - 9.3. "No development" shall be permitted on Lot 2 (West Lot), restricting Development Permit\* issuance for any building on Lot 2 (West Lot), in whole or in part, unless, as determined to the City's satisfaction:
    - 9.3.1. The permit and/or related Servicing Agreement\* include the washrooms and related works;
    - 9.3.2. The developer enters into a construction agreement with the City setting out requirements with the respect to the design and construction of the washroom and related works;
    - 9.3.3. A Statutory Right of Way (SRW) registered on title in favour of the City on Lot 2 (West Lot) and/or other legal agreements, as applicable, to secure public access and related features and activities necessary for the public use and enjoyment of the washrooms (e.g., bylaw enforcement), including, but not limited to the developer/owner being responsible, at the sole cost of the developer/owner, for all maintenance, repair, and replacement of the washrooms, in perpetuity, to the City's satisfaction; and
    - 9.3.4. The developer submits a Letter of Credit (LOC) to secure the developer's commitment to construct the washrooms and related works to the City's satisfaction, which LOC may, if applicable, comprise part of the developer's required Servicing Agreement\* LOC or Development Permit\* landscape LOC;
  - 9.4. No Building Permit\* shall be issued for a building on Lot 2 (West Lot), in whole or in part (excluding parking intended as an ancillary use to non-parking uses), unless, if applicable, the permit includes the design of the SRW area, to the City's satisfaction; and
  - 9.5. "No occupancy" shall be permitted of a building on Lot 2 (West Lot), restricting final Building Permit\* inspection granting occupancy for any building on Lot 2 (West Lot), in whole or in part (except for parking), until the washrooms and related works are completed to the satisfaction of the City and have received, as applicable, a Certificate of Completion and/or final Building Permit\* inspection granting occupancy. Notwithstanding the afore mentioned statement, in the event that the City determines, in its sole discretion, that completion of the washrooms shall be delayed to better coordinate with the construction of the Capstan Canada Line Station and related public open spaces and amenities, the developer shall provide security in the form of a Letter of Credit, legal agreements registered on title, and/or other measures, as determined to the City's satisfaction, to ensure that the developer's obligations with respect to the construction of the washrooms are completed.
10. Driveway Crossings: Registration of a restrictive covenant(s) and/or alternative legal agreement(s) on title requiring that vehicle access to the subject site shall be limited to the following:
- 10.1. For Lot 1 (East Lot): One driveway along the lot's Hazelbridge Way frontage. No driveways along the lot's Capstan Way frontage.
  - 10.2. For Lot 2 (West Lot): One driveway along the lot's Hazelbridge Way frontage. No driveways along the lot's Capstan Way and No. 3 Road frontages.
  - 10.3. For 3131 Sexsmith Road: No driveways along the lot's Sea Island Way and Sexsmith Road frontages. HOWEVER, if so determined at the sole discretion of the City and approved by the Ministry of Transportation and Infrastructure (MOTI), one (1) temporary driveway crossing may be permitted to facilitate the independent development of 3131 Sexsmith Road, provided that any such temporary driveway is closed at the developer's sole cost (secured by a Letter of Credit prior to Development Permit\* issuance) upon the satisfactory completion of alternative vehicle access to the lot, as determined to the City's sole satisfaction.

NOTE: No such temporary driveway shall be permitted in the event that 3131 Sexsmith Road is consolidated with 3208 Carscallen Road and/or 3200 No. 3 Road. For clarity, if 3131 Sexsmith Road is not consolidated with 3208 Carscallen Road and/or 3200 No. 3 Road, this provision does not obligate MOTI or the City to permit any such temporary driveway along the public road frontages of 3131 Sexsmith Road.

11. Parking Strategy: City acceptance of the developer's offer to voluntarily contribute towards various transportation-related improvements and secure parking for various uses in compliance with Zoning Bylaw requirements with respect to Parking Zone 1A (Capstan Village) and transportation demand management (TDM) parking reductions.

NOTE: It is the understanding of the City that the subject development will be constructed concurrently with the Capstan Canada Line Station. In light of this, the developer is not required to implement a transitional parking strategy. Zoning Bylaw "Parking Zone 1" rates shall apply, except where other requirements are stated in the ZMU25 zone and/or these Rezoning Considerations.

- 11.1. Commercial Parking @ Lot 2 (West Lot): Registration of a restrictive covenant(s) and/or alternative legal agreement(s) on title to Lot 2 (West Lot) restricting the use of parking provided on-site in respect to non-residential uses. More specifically, Commercial Parking requirements for the lot shall include the following.

- 11.1.1. Commercial Parking shall mean any parking spaces needed to satisfy Zoning Bylaw or other transportation requirements, as determined to the satisfaction of the City through the rezoning and/or an approved Development Permit\*, including spaces required for the use of:
- The general public;
  - Businesses and tenants on the lots including, but not limited to, the 1,193.8 m<sup>2</sup> (12,850.0 ft<sup>2</sup>) commercial unit required with respect to the "VCB Arts Space" agreement and the ZMU25 zone, together with their employees, visitors, customers, and guests; and
  - Residential visitors.
- 11.1.2. Commercial Parking shall include:
- No less than 65% Public Parking spaces, which spaces shall be designated by the owner/operator exclusively for short-term parking (e.g., drop-off/pick-up or hourly) by the general public; and
  - No more than 35% Assignable Parking spaces, which spaces may be designated, sold, leased, reserved, signed, or otherwise assigned by the owner/operator for the exclusive use of employees or specific persons or businesses.
- 11.1.3. Public Parking spaces shall:
- Include, but may not be limited to, 85% of the commercial parking spaces located at the entry level of the lot's parking structure or as otherwise determined to the satisfaction of the Director of Transportation;
  - Include residential visitor parking (in the form of shared parking), which residential visitors shall be permitted to use the Public Parking on the same terms as members of the general public; and
  - Be available for use 365 days per year for a daily duration equal to or greater than the greater of the operating hours of transit services within 400 m (5 minute walk) of the lot, businesses located on the lot, or as otherwise determined by the City.
- 11.1.4. Commercial Parking shall not include tandem parking.
- 11.1.5. Commercial Parking must, with respect to both Public Parking and Assignable Parking, include a proportional number of handicapped parking spaces, small car parking spaces, and spaces equipped with electric vehicle charging equipment, as per the Zoning Bylaw and legal agreements registered on title with respect to the subject rezoning.
- 11.1.6. "No development" shall be permitted on the lot, restricting Development Permit\* issuance for a building on the lot, in whole or in part (excluding parking intended as an ancillary use to non-parking uses), until the developer provides for the required Commercial (Public and Assignable) Parking and related features to the satisfaction of the City.
- 11.1.7. No Building Permit\* shall be issued for a building on the lot, in whole or in part (excluding parking intended as an ancillary use to non-parking uses), until the developer provides for the required Commercial (Public and Assignable) Parking and a letter of confirmation is submitted by the architect assuring that the facilities satisfy the City's objectives.

- 11.1.8. “No occupancy” shall be permitted on the lot, restricting final Building Permit\* inspection granting occupancy for any building on the lot, in whole or in part (except for parking), until the required Commercial (Public and Assignable) Parking and related features are completed to the satisfaction of the City and have received final Building Permit\* inspection granting occupancy. Notwithstanding the afore mentioned statement, in the event that occupancy of the building on the lot is permitted to proceeds in stages (e.g., tower by tower), “no occupancy” shall be permitted of the first stage of the building (excluding parking intended as an ancillary use to non-parking uses), in whole or in part, until 100% of the Public Parking spaces required with respect to the lot receive final Building Permit\* inspection granting occupancy.
- 11.2. End-of-Trip Cycling Facilities & “Class 1” Bike Storage for Non-Residential Uses @ Lot 2 (West Lot): Registration of a restrictive covenant on Lot 1 (West Lot) for the purpose of requiring that the developer/owner provides, installs, and maintains end-of-trip cycling facilities and “Class 1” bike storage on site for the use of the non-residential tenants of the building on the lot, to the satisfaction of the City as determined via the Development Permit\* review and approval processes. More specifically:
- 11.2.1. The developer/owner shall, at its sole cost, design, install, and maintain on the lot:
- a) End-of-trip cycling facilities for the shared use of the development’s non-residential tenants; and
  - b) “Class 1” bike storage spaces for non-residential tenants of the building, as per the Zoning Bylaw, which storage must include 120V electric vehicle (EV) charging stations (i.e. duplex outlets) for the shared use of cyclists at a rate of 1 charging station for each 10 bike storage spaces or portion thereof in a bike storage room or as per Zoning Bylaw or Official Community Plan rates in effect at the time of Development Permit\* approval, whichever is greater;
- 11.2.2. End-of-trip cycling facilities shall mean a handicapped-accessible suite of rooms designed to accommodate use by four or more people (of the same or different genders) at one time, as determined to the City’s satisfaction through the Development Permit\* review and approval process, including at least two (2) shower/change cubicles with doors, two (2) change cubicles with doors, two (2) toilet cubicles with doors, two (2) wash basins, and a common change room with a bench(s), grooming station (i.e. mirror, counter, and electrical outlets), and lockers;
- 11.2.3. For ease of use and security, the required end-of-trip cycling facilities shall be co-located with the building’s non-residential “Class 1” bike storage, which uses shall be situated at the building’s ground floor or, if the City determines in its sole discretion that these uses may be on another floor, immediately adjacent to and the building’s elevator/stair core;
- 11.2.4. “No development” shall be permitted on the lot, restricting Development Permit\* issuance for any building on the lot, in whole or in part (excluding parking intended as an ancillary use to non-parking uses), until the developer provides for the required end-of-trip cycling facilities and “Class 1” bike storage for non-residential uses to the satisfaction of the City;
- 11.2.5. No Building Permit\* shall be issued for a building on the lot, in whole or in part (excluding parking intended as an ancillary use to non-parking uses), until the developer provides for end-of-trip cycling facilities and “Class 1” bike storage for non-residential uses and a letter of confirmation is submitted by the architect assuring that the design of the facilities satisfies all applicable City’s requirements; and
- 11.2.6. “No occupancy” shall be permitted on the lot, restricting final Building Permit\* inspection granting occupancy for any building on the lot, in whole or in part (except for parking), until the required end-of-trip cycling facilities and “Class 1” bike storage for non-residential uses are completed to the satisfaction of the City and have received final Building Permit\* inspection granting occupancy. Notwithstanding the afore mentioned statement, in the event that occupancy of the building on the lot is permitted to proceed in stages (e.g., tower by tower), “no occupancy” shall be permitted of any non-residential uses on the lot, in whole or in part, until 100% of the end-of-trip cycling facilities and “Class 1” bike storage for non-residential uses receives final Building Permit\* inspection granting occupancy.

- 11.3. Car-Share Parking & Vehicles @ Lot 2 (West Lot): Registration of a restrictive covenant(s) and/or alternative legal agreement(s) on title requiring that no development shall be permitted on Lot 2 (West Lot), restricting Development Permit\* issuance for Lot 2 (West Lot), until the developer provides for parking for three (3) car-share vehicles on Lot 2 (West Lot), together with electric vehicle (EV) charging stations, car-share vehicles, and contractual arrangements with a car-share operator, all to the satisfaction of the City. More specifically, the car-share parking and vehicle requirements for Lot 2 (West Lot) shall include the following.
- 11.3.1. The three (3) car-share parking spaces shall be located together on the ground floor of Lot 2 (West Lot) where they will be with safe, convenient, universally-accessible, and provide for 24/7 public pedestrian and vehicle access, as determined to the City's satisfaction;
  - 11.3.2. The car-share spaces shall be provided in addition to parking spaces required to satisfy residential and non-residential parking requirements with respect to the building on Lot 2 (West Lot).
  - 11.3.3. The car-share spaces shall be equipped with electric vehicle (EV) quick-charge (240 V) charging stations for the exclusive use of car-share vehicles parked in the required car-share spaces.
  - 11.3.4. Users of the car-share spaces shall not be subject to parking fees, except as otherwise determined at the sole discretion of the City.
  - 11.3.5. "No development" shall be permitted on Lot 2 (West Lot), restricting Development Permit\* issuance for a building on Lot 2 (West Lot), in whole or in part (excluding parking intended as an ancillary use to non-parking uses), until the developer, to the City's satisfaction:
    - a) Designs Lot 2 (West Lot) to provide for the required car-share facility, including the three (3) required car-share parking spaces, 24/7 public access for vehicles and pedestrians, and related features (e.g., EV 240V chargers, signage) to the City's satisfaction;
    - b) Secures the car-share facility via a statutory right-of-way(s) and easement(s) registered on title and/or other legal agreements, as determined to the City's satisfaction;
    - c) Provides a Letter of Credit (LOC) to the City to secure the developer's commitment to the provision of the three (3) car-share vehicles, the value of which shall be the estimated retail value of the three (3) car-share cars at the time of purchase or as otherwise determined to the satisfaction of the Director of Transportation and Director of Development; and
    - d) Registers legal agreement(s) on title requiring that, unless otherwise agreed to in advance by the City, in the event that the car-share facility is not operated for car-share purposes as intended via the subject rezoning application (e.g., operator's contract is terminated or expires), control of the car-share facility shall be transferred to the City, at no cost to the City, and the City at its sole discretion, without penalty or cost, shall determine how the facility shall be used going forward.
  - 11.3.6. No Building Permit\* shall be issued for a building on Lot 2 (West Lot), in whole or in part (excluding parking intended as an ancillary use to non-parking uses), until the developer provides for the required car-share facility to the City's satisfaction.
  - 11.3.7. "No occupancy" shall be permitted of Lot 2 (West Lot), restricting final Building Permit\* inspection granting occupancy for any building on Lot 2 (West Lot), in whole or in part (except for parking), until the developer, to the City's satisfaction:
    - a) Completes the required car-share facility to the satisfaction of the City and it has received final Building Permit\* inspection granting occupancy; and
    - b) Enters into a contract with a car-share operator for the operation of the car-share spaces for a minimum term of three (3) years, which contract shall require, among other things, that:
      - The developer provides three (3) car-share cars at no cost to the operator;
      - Electric vehicles shall comprise at least two (2) of the car-share vehicles provided by the developer, unless otherwise determined to the satisfaction of the car-share operator and the City; and
      - The required car-share facility and vehicles will be 100% available for use upon Building Permit\* inspection granting occupancy of the first building on Lot 2 (West

Lot), in whole or in part (excluding parking intended as an ancillary use to non-parking uses), unless otherwise determined to the satisfaction of the car-share operator and the City.

- 11.4. No. 3 Road Bike Lane Improvements: Enter into a Servicing Agreement\* to widen the existing raised, on-street bike lane along the east side of No. 3 Road, from 1.35 m to 1.8 m (4.43 ft. to 5.91 ft.), together with related improvements (e.g., barrier curb, buffer strips, and decorative pavement treatments), beyond the frontage of the subject site, such that the developer’s bike lane improvements shall include the entire length of the east side of No. 3 Road between Capstan Way and Sea Island Way.

NOTE: Only bike lane improvement located outside the subject site’s frontage shall be considered to be TDM measures. Development Cost Charge (DCC) credits shall not apply to TDM measures.

- 11.5. No. 3 Road Temporary Sidewalk: Enter into a Servicing Agreement\* to design and construct a temporary 3.0 m (9.8 ft.) wide asphalt sidewalk and grass boulevard along the east of No. 3 Road beyond the frontage of the subject site, such that a public walkway, at least 3.0 m (9.8 ft.) wide, and grass boulevard run the entire length of the east side of No. 3 Road between Capstan Way and Sea Island Way.

NOTE: Only temporary sidewalk improvement located outside the subject site’s frontage shall be considered to be TDM measures. Development Cost Charge (DCC) credits shall not apply to TDM measures.

12. Tandem Parking: Registration of a legal agreement(s) on title on Lot 1 (East Lot), Lot 2 (West Lot), and 3131 Sexsmith Road ensuring that:

- 12.1. Resident Parking: Where two parking spaces are provided in a tandem arrangement for the use of resident parking, as per the Zoning Bylaw, both parking spaces must be assigned to the same dwelling unit; and  
 12.2. Elsewhere: Tandem parking shall be prohibited for all other purposes including, but not limited to, parking for residential visitors, commercial uses, child care, and community amenity uses.

13. Electric Vehicle (EV) Charging Infrastructure for Vehicles & “Class 1” Bicycle Storage: Registration of legal agreement(s) on the subject site requiring that the developer/owner provides, installs, and maintains electrical vehicle (EV) charging infrastructure within the building on Lot 1 (East Lot), Lot 2 (West Lot), and 3131 Sexsmith Road for the use of the building’s residents, commercial tenants, and others as determined to the satisfaction of the City through a approved Development Permits\*. More specifically, the minimum permitted rates for EV charging infrastructure shall be as indicated in the following table or as per the Official Community Plan or Zoning Bylaw rates in effect at the time of Development Permit\* approval , whichever is greatest.

**TABLE 3**

User/Use	Energized Outlet – Minimum Permitted Rates	
	Vehicle Parking (1)	“Class 1” (Secured) Bike Storage (2)
Market Residential (i.e. resident parking & bike storage)	1 per parking space (for exclusive use)	1 per each 10 bikes or portion thereof in a bike storage room or locker (which Energized Outlet shall be located to facilitate shared use with bikes in the room/locker)
Affordable Housing (i.e. resident parking & bike storage)	1 per parking space (for exclusive use)	
Non-Residential (i.e. tenant/employee bike storage)	N/A	1 per each 10 bikes or portion thereof in a bike storage room or locker (which Energized Outlet shall be located to facilitate shared use with bikes in the room/locker)

- (1) “Vehicle Parking” “Energized Outlet” shall mean all the wiring, electrical equipment, and related infrastructure necessary to provide Level 2 charging (as per SAE International’s J1772 standard) or higher to an electric vehicle.  
 (2) “Class 1 (Secured) Bike Storage” “Energized Outlet” shall mean an operational 120V duplex outlet for the charging of an electric bicycle and all the wiring, electrical equipment, and related infrastructure necessary to provide the required electricity for the operation of such an outlet.

14. District Energy Utility (DEU): Registration of a restrictive covenant and/or alternative legal agreement(s), to the satisfaction of the City, securing the owner’s commitment to connect to District Energy Utility (DEU), which covenant and/or legal agreement(s) will include, at minimum, the following terms and conditions:

- 14.1. No building permit will be issued for a building on the subject site unless the building is designed with the capability to connect to and be serviced by a DEU and the owner has provided an energy modelling report satisfactory to the Director of Engineering;
- 14.2. If a DEU is available for connection, no final building inspection permitting occupancy of a building will be granted until:
  - 14.2.1. The building is connected to the DEU, which may include the owner's supplied and installed central energy plant to provide heating and cooling to the building, at no cost to the City, or the City's DEU service provider, Lulu Island Energy Company, on the subject site satisfactory to the City;
  - 14.2.2. If the City so elects, the owner transfers ownership of the central energy plant on the site, if any, at no cost to the City, or City's DEU service provider, Lulu Island Energy Company, to the City and/or the City's DEU service provider, Lulu Island Energy Company, on terms and conditions satisfactory to the City;
  - 14.2.3. The owner enters into a Service Provider Agreement with the City and/or the City's DEU service provider, Lulu Island Energy Company, on terms and conditions satisfactory to the City; and
  - 14.2.4. The owner grants or acquires the Statutory Right-of-Way(s) and/or easements necessary for supplying the DEU services to the building and the operation of the central energy plant, if any, by the City and/or the City's DEU service provider, Lulu Island Energy Company.
- 14.3. If a DEU is not available for connection, no final building inspection permitting occupancy of a building will be granted until:
  - 14.3.1. The City receives a professional engineer's certificate stating that the building has the capability to connect to and be serviced by a DEU;
  - 14.3.2. The owner enters into a covenant and/or other legal agreement to require that the building connect to a DEU when a DEU is in operation, which may include the owner's supplied and installed central energy plant to provide heating and cooling to the building, at no cost to the City, or the City's DEU service provider, Lulu Island Energy Company;
  - 14.3.3. The owner grants or acquires the Statutory Right-of-Way(s) and/or easements necessary for supplying DEU services to the building; and
  - 14.3.4. The owner provides to the City a letter of credit, in an amount satisfactory to the City, for costs associated with acquiring any further Statutory Right of Way(s) and/or easement(s) and preparing and registering legal agreements and other documents required to facilitate the building connecting to a DEU when it is in operation.
15. Affordable Housing: The City's acceptance of the developer's offer to voluntarily contribute affordable housing, in the form of low-end market rental (LEMR) units, constructed to a turnkey level of finish on Lot 1 (East Lot) and Lot 2 (West Lot) at the sole cost of the developer, the terms of which voluntary contribution shall include, but will not be limited to, the registration of the City's standard Housing Agreement and Covenant on title to each lot to secure the affordable housing units. The form of the Housing Agreements and Covenants shall be agreed to by the developer and the City prior to final adoption of the subject rezoning; after which time, only the Housing Covenants may be amended or replaced and any such changes will only be permitted for the purpose of accurately reflecting the specifics of the Development Permit\* for Lot 1 (East Lot) and Lot 2 (West Lot) and other non-materials changes resulting thereof and made necessary by the Lot 1 (East Lot) and Lot 2 (West Lot) Development Permit\* approval requirements, as determined to the satisfaction of the Director of Development and Manager, Community Social Development. The terms of the Housing Agreements and Covenants shall indicate that they apply in perpetuity and provide for, but will not be limited to, the following requirements.

NOTE: Effective July 24, 2017, Richmond City Council adopted changes to the Affordable Housing Strategy such that any development containing more than 60 dwellings must include at least 10% of its total residential building area in the form of LEMR units; EXCEPT that applications received prior to July 24, 2017 (including the subject

rezoning application) will be grandfathered under the previous built unit requirement of 5% of total residential building area, provided that any such application is presented to Council for bylaw adoption prior to July 24, 2018.

15.1. The required minimum floor area of the affordable (low-end market rental) housing shall be:

15.1.1. Equal to a combined habitable floor area of at least 2,190.9 m<sup>2</sup> (23,583.0 ft<sup>2</sup>), excluding standard Floor Area Ratio (FAR) exemptions, as determined based on 5% of the total maximum residential floor area of 43,818.5 m<sup>2</sup> (471,658.4 ft<sup>2</sup>) permitted on Lot 1 (East Lot) and Lot 2 (West Lot) under proposed amendments to the ZMU25 zone; and

NOTE: No residential floor area will be permitted on 3131 Sexsmith Road under the proposed ZMU25 zone amendments.

15.1.2. Distributed such that at proportional share of the required habitable space for affordable housing units will be located on each of Lot 1 (East Lot) and Lot 2 (West Lot) based on 5% of the maximum permitted residential floor area on each lot, as set out in the proposed amendments to the ZMU25 zone:

a) Lot 1 (East Lot): At least 1,491.5 m<sup>2</sup> (16,054.4 ft<sup>2</sup>); and

b) Lot 2 (West Lot): At least 699.4 m<sup>2</sup> (7,528.6 ft<sup>2</sup>).

15.2. The developer shall, as generally indicated in the table below:

15.2.1. Ensure that the types, sizes, rental rates, and occupant income restrictions for the affordable housing units are in accordance with the City's Affordable Housing Strategy and guidelines for Low End Market Rental (LEMR) housing, unless otherwise agreed to by the Director of Development and Manager, Community Social Development; and

15.2.2. Achieve the Project Targets for unit mix and Basic Universal Housing (BUH) standard compliance or as otherwise determined to the satisfaction of the Manager, Community Social Development through an approved Development Permit\*.

TABLE 4

Unit Type	Affordable Housing Strategy Requirements (1)			Project Targets (2)	
	Minimum Unit Area	Max. LEMR Rent	Total Maximum Household Income	Unit Mix	BUH
Studio	37 m <sup>2</sup> (400 ft <sup>2</sup> )	\$811/month	\$34,650 or less	0	N/A
1-Bedroom	50 m <sup>2</sup> (535 ft <sup>2</sup> )	\$975/month	\$38,250 or less	38% (11 units)	100%
2- Bedroom	69 m <sup>2</sup> (741 ft <sup>2</sup> )	\$1,218/month	\$46,800 or less	38% (11 units)	100%
3-Bedroom	91 m <sup>2</sup> (980 ft <sup>2</sup> )	\$1,480/month	\$58,050 or less	24% (7 units)	100%
<b>TOTAL</b>	<b>2,190.9 m<sup>2</sup> (23,583.0 ft<sup>2</sup>)</b>	<b>N/A</b>	<b>N/A</b>	<b>100% (29 units)</b>	<b>100%</b>

(1) Values adopted by Council on July 24, 2017. May be adjusted periodically, as provided for under City policy.

(2) Project Targets may be revised, to the satisfaction of the Manager, Community Social Development, through an approved Development Permit\*.

15.3. The affordable housing units shall be distributed /located on Lot 1 (East Lot) and Lot 2 (West Lot) as determined to the satisfaction of the Director of Development and Manager, Community Social Development through an approved Development Permit\*. Dispersed or clustered unit configurations may be considered; however, dispersed units are generally encouraged unless a non-profit operator (that requires a clustered unit arrangement) is involved with a development.

NOTE: The applicant has indicated to the City that it plans to pursue an agreement with a non-profit organization to manage the development's required LEMR units on Lot 1 (East Lot) and Lot 2 (West Lot). To support this partnership, the City is willing to accept lot-by-lot clustering of the required units and, in light of this, recommends clustering of other building features intended for the exclusive use of the affordable housing tenants (e.g., parking and Class 1 bike storage). Prior to Development Permit\* approval, the applicant is requested to submit, for consideration by the City, a memorandum of understanding with a non-profit operator(s)



demonstrating, among other things, support for the developer's proposed clustered affordable housing unit arrangement on Lot 1 (East Lot) and/or Lot 2 (West Lot).

- 15.4. Occupants of the affordable housing units shall, on a lot-by-lot basis, to the satisfaction of the City (as determined prior to Development Permit\* approval), enjoy full and unlimited access to and use of all on-site indoor and outdoor amenity spaces provided on the lot as per OCP, City Centre Area Plan, and Development Permit\* requirements (e.g., Lot 1 occupants will have unlimited to Lot 1 amenities), at no additional charge to the affordable housing tenants (i.e. no monthly rents or other fees shall apply for the casual, shared, or exclusive use of any amenities).
- 15.5. On-site parking, "Class 1" bike storage, and related electric vehicle (EV) charging stations shall be provided for the use of affordable housing occupants as per the OCP, Zoning Bylaw, and approved Development Permit\* at no additional charge to the affordable housing tenants (i.e. no monthly rents or other fees shall apply for the casual, shared, or exclusive use of the parking spaces, bike storage, EV charging stations, or related facilities by affordable housing tenants), which features may be secured via legal agreement(s) on title prior to Development Permit\* issuance on a lot-by-lot basis or as otherwise determined to the satisfaction of the City.
- 15.6. The affordable housing units, related uses (e.g., parking, garbage/recycling, hallways, amenities, lobbies), and associated landscaped areas shall be completed to a turnkey level of finish, at the sole cost of the developer, to the satisfaction of the Manager, Community Social Development.
- 15.7. "No development" shall be permitted on Lot 1 (East Lot) and/or Lot 2 (West Lot), restricting Development Permit\* issuance for a building on Lot 1 (East Lot) and Lot 2 (West Lot), in whole or in part (excluding parking intended as an ancillary use to non-parking uses), until the developer, to the City's satisfaction:
  - 15.7.1. Designs the lot to provide for the affordable housing units and ancillary spaces and uses;
  - 15.7.2. If applicable, amends or replaces the Housing Covenant to accurately reflect the specifics of the affordable housing units and ancillary spaces and uses as per the approved Development Permit\*; and
  - 15.7.3. As required, registers additional legal agreements on title to the lots to facilitate the detailed design, construction, operation, and/or management of the affordable housing units and/or ancillary spaces and uses (e.g., parking) as determined by the City via the Development Permit\* review and approval processes.
- 15.8. No Building Permit\* shall be issued for a building on Lot 1 (East Lot) and/or Lot 2 (West Lot), in whole or in part (excluding parking intended as an ancillary use to non-parking uses), until, on a lot-by-lot basis, the developer provides for the required affordable housing units and ancillary spaces and uses to the satisfaction of the City.
- 15.9. "No occupancy" shall be permitted on Lot 1 (East Lot) and/or Lot 2 (West Lot), restricting final Building Permit\* inspection granting occupancy for any building on Lot 1 (East Lot) and /or Lot 2 (West Lot), in whole or in part (except for parking), until, on a lot-by-lot basis, the required affordable housing units and ancillary spaces and uses are completed to the satisfaction of the City and have received final Building Permit\* inspection granting occupancy.
16. **Public Art:** City acceptance of the developer's offer to voluntarily contribute towards Public Art, the terms of which voluntary developer contribution shall include:
  - 16.1. Prior to rezoning adoption, the developer shall provide for the following:
    - 16.1.1. Submission of a Public Art Plan that:
      - a) Includes the entirety of the subject site comprising Lot 1 (East Lot), Lot 2 (West Lot), and 3131 Sexsmith Road, together with related City park, public open space, and public road, as determined to the City's satisfaction;
      - b) Is prepared by an appropriate professional and based on the Richmond Public Art Program, City Centre Public Art Plan, and any relevant supplementary public art and heritage

planning undertaken by the City for Capstan Village, to the satisfaction of the Director of Development and Director, Arts, Culture, and Heritage Services (including review(s) by the Public Art Advisory Committee and presentation for endorsement by Council, as required by the Director, Arts, Culture, and Heritage Services); and

- c) Is based on the full value of the developer’s voluntary public art contribution (at least \$425,090), based on a minimum rate of \$0.81/ft<sup>2</sup> for residential uses and \$0.43/ft<sup>2</sup> for non-residential uses and the maximum buildable floor area permitted under the subject site’s proposed ZMU25 zone, excluding affordable housing, as indicated in the table below.

16.1.2. Registration of legal agreement(s) on title to facilitate the implementation of the Public Art Plan.

**TABLE 5**

	Maximum Permitted Floor Area as per ZMU25 Zone	Applicable Floor Area After Affordable Housing Exemption (1)	Minimum Contribution Rates (1)	Minimum Voluntary Contribution
Residential	43,818.5 m <sup>2</sup> (471,658.4 ft <sup>2</sup> )	41,627.6 m <sup>2</sup> (448,075.4 ft <sup>2</sup> )	\$0.83/ft <sup>2</sup>	\$371,903
Non-Residential	11,230.1 m <sup>2</sup> (120,879.8 ft <sup>2</sup> )	11,230.1 m <sup>2</sup> (120,879.8 ft <sup>2</sup> )	\$0.44/ft <sup>2</sup>	\$53,187
<b>TOTAL</b>	<b>55,048.6 m<sup>2</sup> (592,538.2 ft<sup>2</sup>)</b>	<b>52,857.7 m<sup>2</sup> (568,955.2 ft<sup>2</sup>)</b>	<b>Varies</b>	<b>\$425,090</b>

- (1) As per City policy, floor area excludes the development’s 2,190.9 m<sup>2</sup> (23,583.0 ft<sup>2</sup>) of affordable housing.
- (2) The Council-approved contribution rates in effect at the time of writing these Rezoning Considerations.

16.2. “No development” shall be permitted on Lot 1 (East Lot) and/or Lot 2 (West Lot), restricting Development Permit\* with respect to Lot 1 (East Lot) and Lot 2 (West Lot), until the developer:

- 16.2.1. Enters into any additional legal agreement(s) required to facilitate the implementation of the City-approved Public Art Plan, which may require that, prior to entering into any such additional agreement, a Detailed Public Art Plan is submitted by the developer and/or an artist(s) is engaged (as generally set out in the legal agreement entered into and the Public Art Plan submitted prior to rezoning adoption), to the City’s satisfaction; and
- 16.2.2. Submits a Letter of Credit or cash (as determined at the sole discretion of the City) to secure the developer’s implementation of the Public Art Plan, the value of which shall be at least \$425,090.

NOTE: The above contribution shall be understood to fully satisfy all voluntary public art developer contributions with respect to 3131 Sexsmith Road.

16.3. “No occupancy” shall be permitted on Lot 1 (East Lot) or Lot 2 (West Lot), restricting final Building Permit\* inspection granting occupancy of a building on Lot 1 (East Lot) or Lot 2 (West Lot) (excluding parking intended as an ancillary use to non-parking uses), in whole or in part, for which the City-approved Public Art Plan requires the developer’s implementation of a public artwork(s) until:

- 16.3.1. The developer, at the developer’s sole expense, commissions an artist(s) to conceive, create, manufacture, design, and oversee or provide input about the manufacturing of the public artwork, and causes the public artwork to be installed on City property, if expressly permitted by the City, or within a statutory right-of-way on the developer’s lands (which right-of-way shall be to the satisfaction of the City for rights of public passage, public art, and related purposes, in accordance with the City-approved Public Art Plan);
- 16.3.2. The developer, at the developer’s sole expense and within thirty (30) days of the date on which the public art is installed, executes and delivers to the City a transfer of all of the developer’s rights, title, and interest in the public artwork to the City if on City property or to the subsequent Strata or property owner if on private property (including transfer of joint world-wide copyright) or as otherwise determined to be satisfactory by the City Solicitor and Director, Arts, Culture, and Heritage Services; and

NOTE: It is the understanding of the City that the artist’s rights, title, and interest in the public artwork will be transferred to the developer upon acceptance of the artwork based on an agreement solely between the developer and the artist. These rights will in turn be transferred to the City if on City property, subject to approval by Council to accept the transfer of ownership of the artwork.

16.3.3. The developer, at the developer’s sole expense, submits a final report to the City promptly after completion of the installation of the public art in respect to the City-approved Public Art Plan, which report shall, to the satisfaction of the Director of Development and Director, Arts, Culture, and Heritage Services, include:

- a) Information regarding the siting of the public art, a brief biography of the artist(s), a statement from the artist(s) on the public art, and other such details as the Director of Development and Director, Arts, Culture, and Heritage Services may require;
- b) A statutory declaration, satisfactory to the City Solicitor, confirming that the developer’s financial obligation(s) to the artist(s) have been fully satisfied;
- c) The maintenance plan for the public art prepared by the artist(s); and
- d) Digital records (e.g., photographic images) of the public art, to the satisfaction of the Director of Development and Director, Arts, Culture, and Heritage Services.

17. Flood Construction: Registration of a flood indemnity covenant(s) on title, as per Flood Plain Designation and Protection Bylaw, Area “A” (i.e. minimum flood construction level of 2.9 m GSC).

18. Aircraft Noise: Registration of the City’s standard aircraft noise sensitive use covenants on title to Lot 1 (East Lot), Lot 2 (West Lot), and 3131 Sexsmith Road, as applicable to sites with aircraft noise sensitive uses. The owner-developer shall notify all initial purchasers of the potential aircraft noise impacts. Furthermore, on a phase-by-phase basis, prior to each Development Permit\* and Building Permit\* issuance, the owner-developer shall submit a report(s) and/or letter(s) of assurance prepared by an appropriate registered professional, which demonstrates that the interior noise levels and thermal conditions comply with the City’s Official Community Plan and Noise Bylaw requirements. The standard required for air conditioning systems and their alternatives (e.g. ground source heat pumps, heat exchangers and acoustic ducting) is the ASHRAE 55-2004 “Thermal Environmental Conditions for Human Occupancy” standard and subsequent updates as they may occur. Maximum interior noise levels (decibels) within dwelling units must achieve CMHC standards follows:

TABLE 6

Portions of Dwelling Units	Noise Levels (decibels)
Bedrooms	35 decibels
Living, dining, recreation rooms	40 decibels
Kitchen, bathrooms, hallways, and utility rooms	45 decibels

Applicable ANSD covenants shall include:

- 18.1. Lot 1 (East Lot): Residential covenant;
- 18.2. Lot 2 (West Lot): Mixed use covenant; and
- 18.3. 3131 Sexsmith Road: Mixed use covenant.

19. Canada Line: Registration of a legal agreement(s) on title to Lot 1 (East Lot) and Lot 2 (West Lot) only requiring that the proposed development on the lots must be designed and constructed in a manner that mitigates potential Canada Line impacts (e.g., noise from trains and public areas, vibration, overlook, light spillage) on proposed adjacent dwelling units and other potential sensitive uses. The owner-developer shall notify all initial purchasers of the potential Canada Line impacts. Furthermore, on a phase-by-phase basis, prior to each Development Permit\* and Building Permit\* issuance, the owner-developer shall submit a report(s) and/or letter(s) of assurance prepared by an appropriate registered professional, which demonstrate that, among other things, for residential uses the interior noise levels and thermal conditions comply with City objectives including, for air conditioning systems and their alternatives (e.g. ground source heat pumps, heat exchangers and acoustic ducting), compliance with the ASHRAE 55-2004 “Thermal Environmental Conditions for Human Occupancy” standard and subsequent updates as they may occur and, for maximum interior noise levels (decibels) within dwelling units, CMHC standards as per the above table with respect to the “Aircraft Noise” agreement.

20. View and Other Development Impacts: Registration of a restrictive covenant(s) on title to Lot 1 (East Lot), Lot 2 (West Lot), and 3131 Sexsmith Road, to the satisfaction of the City, requiring that the proposed development on the lots must be designed and constructed in a manner that mitigates potential development impacts including without limitation view obstruction, increased shading, increased overlook, reduced privacy, increased ambient noise, increased ambient night-time light potentially, and increased public use of fronting streets, sidewalks, and open spaces caused by or experienced as a result of, in whole or in part, development on the lands and future development on or the use of surrounding properties. In particular, the covenant shall notify residential tenants in mixed use buildings of potential noise and/or nuisance that may arise due to proximity to retail, restaurant, other commercial, and community uses and activities. The owner-developer shall notify all initial purchasers of the potential development impacts. Furthermore, on a phase-by-phase basis, prior to each Development Permit\* and Building Permit\* issuance, the owner-developer shall submit a report(s) and/or letter(s) of assurance prepared by an appropriate registered professional, which demonstrates that adequate development impact mitigation measures are incorporated into the building design.

21. Tree Removal, Replacement & Relocation:

21.1. On-Site Trees: Submission of Landscape Security (Letter of Credit) in the amount of \$37,000, to secure the developer's planting and maintenance of 74 replacement trees on the subject site (based on a 2:1 rate for the removal of 37 existing bylaw-size trees) and a value of \$500 per replacement tree. This security will be applied towards future tree replacement on Lot 1 (East Lot) and/or Lot 2 (West Lot) as part of the landscape plan for the developer's first Development Permit\* application (DP 17-787403), which plan will be secured with the City's standard Development Permit\* landscape Letter of Credit.

NOTE: Minimum tree replacement sizes shall be as per Tree Protection Bylaw No. 8057 Schedule A-3.0.

21.2. Off-Site (City) Trees:

21.2.1. Relocation of four (4) existing street trees located along the north side of Capstan Way. Relocation shall be undertaken, at the developer's sole cost, through the development's required Servicing Agreement (SA)\* review/approval processes (secured with the SA\* Letter of Credit), as determined to the sole satisfaction of the Senior Manager, Parks.

21.2.2. Submission of a Contract entered into between the applicant and a Certified Arborist for supervision of any work conducted within the tree protection zone of the City street trees to be retained and relocated. The Contract should include the scope of work to be undertaken, including the proposed number of site monitoring inspections and a provision for the Arborist to submit a post-construction assessment report to the City for review.

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

NOTE: In the event that the City determines that the four (4) City street trees cannot be relocated, the developer shall be required to make a cash-in-lieu contribution for the planting of replacement trees elsewhere in Richmond (based on a rate of at least 2:1 for each tree removed and a cost per replacement tree determined to the sole satisfaction of the City).

22. Community Planning: The City's acceptance of the developer's voluntary contribution in the amount of \$142,238.82, towards future City community planning studies, as set out in the City Centre Area Plan, based on \$0.25/ft<sup>2</sup> and the maximum permitted buildable floor area under the proposed ZMU25 zone (excluding affordable housing), as indicated in the table below.

TABLE 7

Use	Max. Permitted Floor Area Under ZMU25 Zone	Affordable Housing Exemption	Min. Developer Contribution Rate	Min. Voluntary Developer Contribution
Residential	43,818.5 m <sup>2</sup> (471,658.4 ft <sup>2</sup> )	2,190.9 m <sup>2</sup> (23,582.9 ft <sup>2</sup> )	\$0.25/ft <sup>2</sup>	\$112,018.87
Non-Residential	11,230.1 m <sup>2</sup> (120,879.8 ft <sup>2</sup> )	Nil	\$0.25/ft <sup>2</sup>	\$30,219.95
<b>TOTAL</b>	<b>55,048.6 m<sup>2</sup> (592,538.2 ft<sup>2</sup>)</b>	<b>2,190.9 m<sup>2</sup> (23,582.9 ft<sup>2</sup>)</b>	<b>\$0.25/ft<sup>2</sup></b>	<b>\$142,238.82</b>

23. Phasing Agreement: Registration of a restrictive covenant(s) and/or alternative legal agreement(s) on title, to the satisfaction of the City, securing that “no development” will be permitted on Lot 1 (East Lot), Lot 2 (West Lot), or 3131 Sexsmith Road and restricting Development Permit\* issuance (together with various Building Permit\* and occupancy restrictions, as determined to the satisfaction of the City), unless the developer satisfies the following requirements:

23.1. Servicing Agreement (SA)\* - Transportation, Engineering, and Park Requirements: The required works shall be undertaken via a maximum of four (4) Servicing Agreements\*. The City, at its discretion, may permit one or more of the SAs\* to be broken into “parts” (i.e. smaller, topic-specific SAs\*) such that, for example, Park works are administered independently of transportation works, provided that the content and completion of all such “parts” complies to the requirements set out below, as determined to the satisfaction of the City.

23.1.1. **“Rezoning SA”**: The rezoning bylaw with respect to RZ 17-769242 shall not be adopted until the developer enters into the “Rezoning SA” (secured with a Letter of Credit), to the City’s satisfaction.

- a) All required works must be completed prior to final Building Permit\* inspection granting occupancy of the first building on Lot 1 (East Lot), Lot 2 (West Lot), or 3131 Sexsmith Road, in whole or in part (excluding parking intended as an ancillary use to non-parking uses).
- b) Works shall include:
  - Ultimate (i.e. permanent works):
    - i) All curb-to-curb works (i.e. Hazelbridge, No. 3 Road, Capstan Way, Sexsmith Road, Carscallen Road, and Sea Island Way);
    - ii) All streetlights and traffic signal modifications, upgrades, and new installations;
    - iii) All underground City and private utilities;
    - iv) Above-grade City and private utilities where feasible;
    - v) All City park and public open space subject to “Parks SA Requirements” that are NOT encumbered by Capstan Station, its construction, or related features and/or activities, as determined to the City’s satisfaction; and
    - vi) Other off-site improvements, as determined at the sole discretion of the City.

NOTE: The developer shall be responsible for the design and construction, at the developer’s sole cost, of the network of park and public open space improvements for which design/construction shall be subject to “Parks SA Requirements” (generally indicated in the attached Parks Concept Plan/ **Schedule F** and the Parks and Public Open Space Key Plan /**Schedule D**), as determined to the City’s satisfaction, including the:

- “Neighbourhood Park Expansion”;
- “Guideway Park”;
- “Transit Plaza SRW” (including, but not limited to, areas and/or features required with respect to City-approved modifications to the SRW agreement to accommodate station integration, as determined to the City’s satisfaction); and
- Upgrades to existing City-owned park lands (i.e. lands comprising part of the existing City-owned park at 3311 Carscallen Road and/or existing City-owned park lands generally beneath the guideway, north of 3311 Carscallen Road, that are unimproved or have not been improved to ultimate park standards by others).

The scope of park works required to be subject to “Parks SA Requirements” cannot be confirmed until more information is available regarding TransLink’s intended station design and potential station integration strategy. Likewise, at the time of writing these Rezoning Considerations, the extent of City-owned park and related improvements that are NOT encumbered by Capstan Station, its construction, or related features and/or activities cannot be confirmed. The scope of required works, together with necessary City approvals, shall be addressed through the “Rezoning SA”, Development Permit\* application for Lot 1 (East Lot) and Lot 2 (West Lot), and related City processes and Council approvals, as determined to the satisfaction of the City.

- Interim (i.e. temporary works):
    - i) Temporary asphalt walkways and, where applicable, related fencing/hoarding/landscape strips, behind all curbs where no City sidewalk or other public walkway exists (e.g., where existing sidewalk is removed due to road widening); and
    - ii) As applicable, temporary above-grade City and/or private utilities.
- 23.1.2. **“East Lot SA”**: No Building Permit\* shall be issued for a building on Lot 1 (East Lot), in whole or in part (excluding parking intended as an ancillary use to non-parking uses), until the developer enters into the “East Lot SA” (secured with a Letter of Credit), to the City’s satisfaction.
- a) All required works must be completed prior to final Building Permit\* inspection granting occupancy of the first building on Lot 1 (East Lot), in whole or in part (excluding parking intended as an ancillary use to non-parking uses).
  - b) Works shall include:
    - Frontage works behind the curb around Lot 1 (East Lot); and
    - As applicable, the relocation of above-grade City/private utilities.
  - c) Works shall exclude features required with respect to the *Mid-Block Trail SRW* along the east side of Lot 1 (East Lot), which features shall be subject to the Development Permit (DP)\* and DP landscape Letter of Credit with respect to Lot 1 (East Lot).
- 23.1.3. **“West Lot SA”**: No Building Permit\* shall be issued for a building on Lot 2 (West Lot), in whole or in part (excluding parking intended as an ancillary use to non-parking uses), until the developer enters into the “West Lot SA” (secured with a Letter of Credit), to the City’s satisfaction.
- a) All required works must be completed prior to final Building Permit\* inspection granting occupancy of the first building on Lot 2 (West Lot), in whole or in part (excluding parking intended as an ancillary use to non-parking uses).
  - b) Works shall include:
    - Frontage works behind the curb around the perimeter of Lot 2 (West Lot);
    - As applicable, the relocation of above-grade City/private utilities;
    - All City park and public open space subject to “*Parks SA Requirements*” that are NOT subject to the “Rezoning SA” (i.e. due to Capstan Station construction conflicts and/or other issues, as determined to the City’s satisfaction).
  - c) Works shall exclude features required with respect to the *Art Space Walkway SRW* along the north side of Lot 2 (West Lot), which features shall be subject to the Development Permit (DP)\* and DP landscape Letter of Credit with respect to Lot 2 (West Lot).
- 23.1.4. **“3131 Sexsmith Road SA”**: “No development” shall be permitted on 3131 Sexsmith Road, restricting Development Permit\* issuance for a building on 3131 Sexsmith Road, in whole or in part (excluding parking intended as an ancillary use to non-parking uses), until the developer enters into the “3131 Sexsmith Road SA” (secured with a Letter of Credit), to the City’s satisfaction.
- a) All required works must be completed prior to final Building Permit\* inspection granting occupancy of the first building on 3131 Sexsmith Road, in whole or in part (excluding parking intended as an ancillary use to non-parking uses).
  - b) The “3131 Sexsmith Road SA” may be combined with the required Servicing Agreement\* with respect to 3208 Carscallen Road (Pinnacle Lot 3).
  - c) Works shall include:
    - Frontage works behind the curb around 3131 Sexsmith Road; and
    - As applicable, the relocation of above-grade City/private utilities.

- d) Works shall exclude features required with respect to the *Sea Island Greenway SRW* along the north side of 3131 Sexsmith Road, which features shall be subject to the Development Permit (DP)\* and DP landscape Letter of Credit with respect to 3131 Sexsmith Road.

23.1.5. **SA\* Sequencing:**

- a) The “East Lot SA”, “West Lot SA”, and “3131 Sexsmith Road SA” may proceed together or independently, in any order, but may not proceed ahead of the “Rezoning SA”.
- b) The developer must enter into the “Rezoning SA” in advance of entering into any of the other three (3) Servicing Agreements\* and complete the “Rezoning SA” in advance of completing any of the other three (3) Servicing Agreements\*; however, the developer may proceed with one or more of the other three (3) Servicing Agreements\*, in whole or in part, concurrently with the “Rezoning SA”.

23.2. Development Requirements: Development must proceed on the following basis:

23.2.1. **General:** The development shall include a maximum of three (3) phases (i.e. Lot 1(East Lot), Lot 2 (West Lot), and for 3131 Sexsmith Road), the comprehensive design and development of which shall be approved through two (2) Development Permits (i.e. one for the combined development of Lot 1(East Lot) and Lot 2 (West Lot) and another for 3131 Sexsmith Road), unless otherwise determined to the satisfaction of the Director of Development.

23.2.2. **Development Permit:** The order in which development of the phases proceeds shall be at the discretion of the developer; however, prior to adoption of the subject rezoning, a Development Permit application for Lot 1 (East Lot) and Lot 2 (West Lot) (DP 17-787403) must be submitted by the developer and completed to a level deemed acceptable by the Director of Development.

23.2.3. **3131 Sexsmith Road:** Development of the lot shall be designed and constructed in a manner that satisfies City objectives for the comprehensive development of 3131 Sexsmith Road and 3208 Carscallen Road and/or 3200 No. 3 Road, as determined to the satisfaction of the Director of Transportation, Director of Development, and Director of Engineering. This requirement is generally consistent with the intent of the “no development” covenant registered on title to 3208 Carscallen Road with respect to RZ 12-610011 (Pinnacle International) requiring that the owner of 3208 Carscallen Road provides for the comprehensive development of 3208 Carscallen Road and 3131 Sexsmith Road by way of (i) property consolidation or (ii) the registration of legal agreements, SRWs, and/or other measures to facilitate the independent development of 3131 Sexsmith Road, as determined to the satisfaction of the City (CA4136062).

- a) “No development” shall be permitted on 3131 Sexsmith Road, restricting Development Permit\* issuance for any building on 3131 Sexsmith Road, in whole or in part, unless the developer has:
  - Provided for the comprehensive development of 3131 Sexsmith Road with 3208 Carscallen Road and/or 3200 No. 3 Road, as determined to the satisfaction of the Director of Transportation, Director of Development, and Director of Engineering;
  - Entered into the “Rezoning SA” (required with respect to RZ 17-769242), at the developer’s sole cost, to the City’s satisfaction; and
  - Entered into the “3131 Sexsmith Road SA” for the design and construction of frontage works not included in the “Rezoning SA”, at the developer’s sole cost, to the City’s satisfaction.
- b) No Building Permit\* shall be issued for a building on 3131 Sexsmith Road, in whole or in part (including portions of the building used for parking), unless the permit provides for the comprehensive development of 3131 Sexsmith Road with 3208 Carscallen Road and/or 3200 No. 3 Road, as approved by the City through a Development Permit\*.

- c) “No occupancy” shall be permitted of a building on 3131 Sexsmith Road, restricting final Building Permit\* inspection granting occupancy for any building on 3131 Sexsmith Road, in whole or in part (including portions of the building used for parking), unless:
  - The building provides for the comprehensive development of 3131 Sexsmith Road with 3208 Carscallen Road and/or 3200 No. 3 Road, as approved by the City through the Development Permit\*; and
  - Works required with respect to the “Rezoning SA” and “3131 Sexsmith Road SA” are completed to the satisfaction of the City.

24. Servicing Agreement\* (SA): Enter into a Servicing Agreement(s)\* for the design and construction, at the developer’s sole cost, of full upgrades across the subject site’s street frontages, together with various engineering, transportation, and parks works, to the satisfaction of the City.

Except as expressly provided for and in compliance with the subject development’s “*Phasing Agreement*”, related legal agreement(s), and security, to the satisfaction of the Director of Development, Director of Engineering, Director of Transportation, Senior Manager, Parks, and Manager, Environmental Sustainability:

- Prior to rezoning adoption, all Servicing Agreement (SA)\* works must be secured via a Letter(s) of Credit;
- All works shall be completed prior to final Building Permit\* inspection granting occupancy of the first building on the subject site (excluding parking intended as an ancillary use to non-parking uses), in whole or in part; and
- Development Cost Charge (DCC) credits may apply.

Servicing Agreement (SA)\* works will include, but may not be limited to, the following:

24.1. Engineering Servicing Agreement\* Requirements:

24.1.1. *Water Works:*

- a) Using the OCP Model, there is 566 L/s of water available at a 20 psi residual at the hydrant located along Sexsmith Road, just south of Sea Island Way, 571 L/s available at 20 psi residual fronting 3280 No. 3 Rd, and 556 L/s available at 20 psi residual fronting 3360 No. 3 Rd. Along Capstan Way, there is 484 L/s and 360 L/s available at 20 psi residual for the south and south west property line respectively. Based on your proposed development, your site requires a minimum fire flow of 220 L/s
- b) At the Developer’s cost, the Developer is required to:
  - Submit Fire Underwriter Survey (FUS) or International Organization for Standardization (ISO) fire flow calculations to confirm the development has adequate fire flow for onsite fire protection at the Building Permit stage. Calculations must be signed and sealed by a Professional Engineer and be based on Building Permit designs.
  - Capstan Way frontage: Install a new fire hydrant at the south west corner of 8511 Capstan Way, and connect to the existing 300mm diameter water main along Capstan Way
  - No. 3 Road frontage: No works are required
  - Sexsmith Road frontage:
    - i) Remove approximately 50m of the existing 150mm diameter AC watermain along Sexsmith Road from Sea Island Way to the frontage of 3208 Carscallen Rd.
    - ii) Install approximately 28 meters of new 300mm watermain as replacement, complete with a blow-off at the dead end, and connect the new watermain to the existing system along Sexsmith Rd.
    - iii) The existing fire hydrant at the frontage of 3160 Sexsmith Rd. shall be relocated towards the north end of the new watermain.
    - iv) Install a water service connection off of the north end of the new water main along 3131 Sexsmith Road, complete with water meters, which shall be part of the on-site Mechanical Works design.



- Proposed Road Dedication (Hazelbridge Way) frontage:
  - i) Install approximately 150 meters of 300mm diameter watermain along the proposed road dedication (Hazelbridge Way). The new watermain shall be tied-in to the existing watermain at the intersection of Carscallen Road and Hazelbridge Way on the north end, and along Capstan Way on the south end.
  - ii) Install fire hydrants, spaced as per city standard, along the proposed development's frontage along the new Hazelbridge Way.
  - iii) Install water service connections off of the water main along the new Hazelbridge Way, complete with water meters. Two water service connections will be required to service the development on the east and west side of the 8511 Capstan Way property. The meters shall be part of the on-site Mechanical works design.
- c) At the Developer's cost, the Developer is required to:
  - Cut and cap at main all existing water service connections.
  - Complete all tie-ins of proposed water works to the existing city water mains.

24.1.2. **Storm Sewer Works:**

- a) At the Developer's cost, the Developer is required to:
  - Capstan Way frontage:
    - i) Remove the following existing storm sewer segments along the Capstan Way frontage:
      - 375mm storm sewer from STMH5892 to STMH5893
      - 450mm storm sewer from STMH5893 to STMH5902
      - 375 storm sewer from STMH5902 to STMH131063
      - 600mm storm sewer from STMH131063 to STMH131065
    - ii) Install as replacement approximately 200 meters of new 600mm or OCP size storm sewers (complete with new manholes as per City standards) along the Capstan Way frontage. Tie-ins shall be to the new storm sewer at No 3 Road and to a new manhole to replace STMH131065 located in front of the existing pump station.
    - iii) To address downstream capacity issues indicated on the City's model results, upgrade the existing 525mm storm sewer between STMH5893 to STMH5903 (located along Hazelbridge Way, just south of Capstan Way). Approximately 92 meters shall be upgraded to a minimum of 750mm diameter pipe or OCP size from STMH5893 TO STMH5903. Appropriate sized manholes are required, spaced as per City standard.
  - No. 3 Road frontage: Upgrade the existing storm sewer from STMH9440 to STMH9445 (approximately 137m) to min. 600 mm diameter or OCP size at the No. 3 Rd frontage. New manholes shall be required as per City standards.
  - Sexsmith Road frontage:
    - i) Remove approximately 38 meters of the existing storm sewer from STMH133737 to STMH100479 along the east side of Sexsmith Road.
    - ii) Remove the existing storm sewer from STMH100479 to STMH10033 along the west side of Sexsmith Road (approximately 35 meters).
    - iii) Install as replacement approximately 35 meters of 900mm storm sewer in the middle of Sexsmith Road from STMH133737 to the North (toward Sea Island Way). Tie-ins shall be to the existing manholes STMH10033 on the northwest end, STMH100479 on the northeast end, and STMH133737 on the south end for the new storm sewer.
    - iv) Appropriate sized manholes are required for the new storm sewer, spaced as per City standard.

- Proposed Road Dedications (Hazelbridge) frontage:
    - i) Construct approximately 150 meters of storm sewers to the greater of a) 600mm and b) OCP size, complete with new manholes spaced as per City standard, along the new Hazelbridge Way. Tie-ins shall be to the existing storm sewer along Carscallen Road on the north end and the new storm sewer along Capstan Way on the south end.
    - ii) Install new storm service connections for the east and west end of the 8511 Capstan way property, complete with Inspection Chambers off of the new storm sewer along Hazelbridge Way to service the proposed developments.
  - Sea Island Way frontage:
    - i) The required frontage improvements along Sea Island Way will impact the existing drainage in the area. It is the developer's responsibility to determine the alterations and construct the drainage upgrades required to accommodate the road improvements and to coordinate with MOTI.
- b) At the Developer's cost, the City will:
- Cut and cap at main all existing storm service connections.
  - Remove all existing inspection chambers and storm service leads and dispose offsite.
  - Complete all tie-ins, cutting, and capping of all proposed works to the existing city infrastructure.

24.1.3. **Sanitary Sewer Works:**

- a) At the Developer's cost, the Developer is required to:
- Capstan Way frontage:
    - i) Install approximately 30m of new sanitary sewer along the proposed Hazelbridge Way complete with a manhole at the north end. Pipe sizing shall be determined via the servicing agreement process.
    - ii) Install two new sanitary service connections and ICs off of the manhole at the north end of the proposed sanitary main along Hazelbridge Way.
  - Sexsmith Road frontage:
    - i) Install approximately 40 meters of 375mm sanitary sewer from the existing manhole SMH56963 toward the north property line of 3131 Sexsmith Road, complete with manholes spaced as per City standard. The new sanitary sewer shall be tied-in to the existing sanitary sewer at the intersection of Patterson Road and Sexsmith Road.
    - ii) Install a sanitary service connection for the 3131 Sexsmith Road property, complete with an Inspection Chamber, off of the manhole of the new 375 mm diameter sanitary line placed along Sexsmith Road.
- b) At the Developer's cost, the City will:
- Cut and cap at main all existing sanitary service connections to the proposed site.
  - Remove all existing inspection chambers and sanitary leads connected to the proposed site and dispose offsite.
  - Complete all proposed sanitary sewer service connections and tie-ins.

24.1.4. **Frontage Improvements:**

- a) At the Developer's cost, the Developer is required to:
- Provide other frontage improvements as per the city's Transportation Department requirements. Improvements shall be built to the ultimate condition wherever possible.
  - Extend the existing walkway as per the City's Planning Department requirements along the east property line of 8511 Capstan Way towards the west and provide a right of way. Dimensions of the right of way will be finalized later on during the servicing agreement process.
  - Provide a statutory right of way (SRW) as per the City's Planning Department requirements along the north property line of 3131 Sexsmith Road for the Sea Island

Greenway and Neighborhood Park Trail. Dimensions of the right of way will be finalized later on during the servicing agreement process.

- Coordinate with BC Hydro regarding the existing junction box along Capstan Way (located south west of the east lot) that is currently at an elevation higher than the sidewalk and curb and gutter. The Developer is required to lower the junction box, at developer's cost, to match the elevations of the new sidewalk, boulevard, curb and gutter and roadway that will be built via the Servicing Agreement. The lowering of the junction box shall be included in the "Rezoning SA" (i.e., the SA described in section 23.1.1 above).
- b) Provide street lighting along:
- No. 3 Road: East Side of the street –
    - i) Pole colour: Grey
    - ii) Roadway lighting at the back of curb: N/A
    - iii) Pedestrian Lighting: Type 8 (LED), including 2 pedestrian luminaires, duplex receptacles, banner arms, flower basket holders and irrigation.
  - Sea Island Way: South Side of the street –
    - i) Pole colour: Grey
    - ii) Roadway lighting at the back of curb: As determined to the satisfaction of MOTI
    - iii) Pedestrian Lighting (to be installed between the sidewalk and bike path): Type 8 (LED), including 2 pedestrian luminaires (perpendicular to the direction of travel), BUT excluding duplex receptacles, banner arms, flower basket holders and irrigation.
  - Sexsmith Road: West Side of the street –
    - i) Pole colour: Grey
    - ii) Roadway lighting at the back of curb: Type 7 (LED), including 1 street luminaire and duplex receptacles BUT excluding pedestrian luminaires, banner arms, flower basket holders and irrigation.
    - iii) Pedestrian Lighting (to be installed between the sidewalk and bike path): Type 8 (LED), including 2 pedestrian luminaires (perpendicular to the direction of travel), BUT excluding duplex receptacles, banner arms, flower basket holders and irrigation.
  - Hazelbridge Way: Both side of the street –
    - i) Pole colour: Grey
    - ii) Roadway lighting at the back of curb: Type 7 (LED), including 1 street luminaire and duplex receptacles BUT excluding pedestrian luminaires, banner arms, flower basket holders and irrigation.
    - iii) Pedestrian lighting: N/A
- c) Provide additional lighting along:
- Mid-Block Walkway SRW (east side of the East Lot): Lighting specifications shall be as per adjacent landscaped trail built under SA12-607280.
- d) Locate all above ground utility cabinets and kiosks required to service the proposed development within the developments site (see list below for examples). A functional plan showing conceptual locations for such infrastructure shall be included in the development process design review. Please coordinate with the respective private utility companies and the project's lighting and traffic signal consultants to confirm the right of way requirements and the locations for the aboveground structures. If a private utility company does not require an aboveground structure, that company shall confirm this via a letter to be submitted to the City. The following are examples of SRWs that shall be shown in the functional plan and registered on title prior to SA design approval:
- BC Hydro Vista - Confirm SRW dimensions with BC Hydro
  - BC Hydro PMT – Approximately 4mW X 5m (deep) – Confirm SRW dimensions with BC Hydro

- BC Hydro LPT – Approximately 3.5mW X 3.5m (deep) – Confirm SRW dimensions with BC Hydro
  - Street light kiosk – Approximately 2mW X 1.5m (deep)
  - Traffic signal controller cabinet – Approximately 3.2mW X 1.8m (deep)
  - Traffic signal UPS cabinet – Approximately 1.8mW X 2.2m (deep)
  - Shaw cable kiosk – Approximately 1mW X 1m (deep) – show possible location in functional plan. Confirm SRW dimensions with Shaw
  - Telus FDH cabinet - Approximately 1.1mW X 1m (deep) – show possible location in functional plan. Confirm SRW dimensions with Telus
- e) Coordinate with Pro Trans BC, prior to start of site densification and pre-load works (if required) to address any impact on the existing Canada Line guiderail and columns along the No. 3 Rd frontage. A geotechnical assessment on the impact of the site densification and pre-load to the existing Canada line guiderail and columns may be required.

24.1.5. **General Items:** The Developer is required to:

- a) Additional legal agreements, as determined via the subject development's Servicing Agreement(s) and/or Development Permit(s), and/or Building Permit(s) to the satisfaction of the Director of Engineering may be required, including, but not limited to, site investigation, testing, monitoring, site preparation, de-watering, drilling, underpinning, anchoring, shoring, piling, pre-loading, ground densification or other activities that may result in settlement, displacement, subsidence, damage or nuisance to City and private utility infrastructure.
- b) Pre and post construction elevation surveys of adjacent roads and pump station, underground utilities (e.g. manhole rims, manhole inverts, service boxes, etc.) and property lines to determine settlement amounts.
- c) Provide, prior to start of site preparation works, a geotechnical assessment of pre-load, soil densification, foundation excavation and dewatering impacts on the existing sanitary sewer, storm sewer, and pump station along Capstan Way, and provide mitigation recommendations. The mitigation recommendations if necessary shall be constructed and operational, at developer's costs, prior to start of soil densification, pre-load and/or foundation excavation.
- d) Video inspections of adjacent sewer mains along Capstan Way and Sexsmith Road to confirm its condition are required prior to start of soil densification and pre-load and after pre-load removal to check for damages. At their cost, the developer is responsible for rectifying construction damage.
- e) Provide Private utility companies rights-of-ways to accommodate their equipment (i.e. above ground private utility kiosks, vista, transformers, etc. shall be designed to minimize the impacts on public space); the developer is required contact the private utility companies to learn of their requirements.
- f) Pre-duct for future hydro, telephone and cable utilities along all property frontages (Hazelbridge Way, Capstan Way, No. 3 Road, and Sexsmith Road).
- g) Coordinate the servicing agreement design and offsite construction works with MOTI, Pro Trans BC and Metro Vancouver due to the proximity of works to the Canada Line overhead railway/columns on No 3 Rd and the Metro Vancouver trunk sewers at No 3 Rd and Sea Island Way.

- 24.2. Transportation Servicing Agreement\* Requirements: The developer shall be responsible for the design and construction of the frontage improvements, to the satisfaction of the City, subject to the review and approval of the detailed SA\* designs, which shall include, but may not be limited to, the following. Final MOTI approval is required prior to rezoning adoption.

The following cross-sections are intended to be “typical”. The approved design may be required to vary from the “typical” conditions to address site-specific conditions and/or requirements, as determined to the sole satisfaction of the City through the SA design/approval processes.

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

- 24.2.1. **Hazelbridge Way**: The developer is responsible for the design and construction of the following cross-section between Carscallen Road and Capstan Way, to the satisfaction of the City (described from east to west):

- a) Min. 2.0 m wide concrete sidewalk;
- b) 1.5 m wide landscaped boulevard, incorporating street trees @ 6.0 m on centre or as otherwise directed by the City, some combination of groundcover and decorative planting, City Centre streetlights, benches and furnishings, pedestrian crossings and decorative paving, and innovative storm water management measures aimed at improving the quality of run-off and reducing the volume of run-off entering the storm sewer system;
- c) 0.15 m wide curb;
- d) 13.0 m wide vehicular driving/parking roadway, including a raised centre median with a 1.2 m wide planting bed accommodating street trees @ 6.0 m on centre or as otherwise directed by the City, and some combination of groundcover and decorative planting;
- e) 0.15 m wide curb;
- f) 1.5 m wide landscaped boulevard, incorporating street trees @ 6.0 m on centre or as otherwise directed by the City, some combination of groundcover and decorative planting, City Centre streetlights, benches and furnishings, pedestrian crossings and decorative paving, and innovative storm water management measures aimed at improving the quality of run-off and reducing the volume of run-off entering the storm sewer system; and
- g) Min. 2.0 m wide concrete sidewalk.

NOTE: Traffic calming measures shall be implemented at the Hazelbridge Way / Carscallen Road intersection including, but not limited to, raising of the intersection, provision of curb extensions on all corners, decorative surface treatment, etc.

- 24.2.2. **Capstan Way**: The developer is responsible for the design and construction of the following Interim Cross-Section, to the satisfaction of the City, taking into consideration the following Ultimate Cross-Section in the design and construction of those road works. The developer is required to design and construct improvements across the subject site’s entire Capstan frontage and a transition between those improvements and the existing condition west of the subject site (at a minimum 20:1 taper rate), to the satisfaction of the City.

- a) Interim Cross-Section: The developer is responsible for the design and construction of the following (described from south to north):
  - Existing curb on the south side of the street to be maintained;
  - 2.5 m wide eastbound parking lane;

- 3.3 m wide eastbound vehicle travel lane;
- 3.3 m wide left-turn lane / landscaped median;
- 3.3 m wide westbound vehicle travel lane;
- 2.5 m wide westbound parking lane;
- 0.15 m wide curb;
- 2.5 m wide landscaped boulevard, incorporating street trees @ 6.0 m on centre or as otherwise directed by the City, some combination of groundcover and decorative planting, City Centre street lights, benches and furnishings, pedestrian crossings, and innovative storm water management measures aimed at improving the quality of run-off and reduce the volume of run-off entering the storm sewer system;
- 2.5 m wide bike path (asphalt with +/-0.2 m wide concrete bands along each edge);
- 0.5 m wide buffer strip, incorporating decorative paving (e.g., split face stone sets), pedestrian lighting, decorative planting, and furnishings; and
- 2.5 m wide saw-cut concrete sidewalk.

b) Ultimate Cross-Section: The developer is required to take into consideration the following ultimate cross-section in the design and construction of required road works (described from north to south):

- The curb on the north side (established as noted above);
- 6.6 m (2 lanes @ 3.3 m) wide westbound vehicle travel lanes;
- 3.3 m wide left-turn lane / landscaped median;
- 6.6 m (2 lanes @ 3.3 m) wide eastbound vehicle travel lanes;
- 0.15 m wide curb;
- 2.5 m wide landscaped boulevard, incorporating street trees @ 6.0 m on centre or as otherwise directed by the City, some combination of groundcover and decorative planting, City Centre street lights, benches and furnishings, pedestrian crossings, and innovative storm water management measures aimed at improving the quality of run-off and reduce the volume of run-off entering the storm sewer system;
- 2.5 m wide bike path (asphalt with +/-0.15 m wide concrete bands along each edge);
- 0.5 m wide buffer strip, incorporating decorative paving (e.g., split-face stone sets), pedestrian lighting, decorative planting, and furnishings; and
- 2.5 m wide saw-cut concrete sidewalk.

24.2.3. **Sexsmith Road:** The developer is responsible for the design and construction of the following Interim Cross-Section, to the satisfaction of the City, taking into consideration the following Ultimate Cross-Section in the design and construction of those road works. The developer is required to design and construct improvements across the subject site's entire Sexsmith Road frontage and a transition between those improvements and the existing condition north of the subject site (at a minimum 20:1 taper rate), to the satisfaction of the City.

a) Interim Cross-Section: From west to east:

- 2.0 m wide concrete sidewalk;
- 0.6 m wide buffer strip, incorporating decorative paving (e.g., split-face stone sets), pedestrian lighting, decorative planting, and furnishings;
- 2.0 m wide bike path (asphalt with +/-0.15 m wide concrete bands along each edge);
- 1.5 m wide landscaped boulevard, incorporating street trees @ 6.0 m on centre or as otherwise directed by the City, some combination of groundcover and decorative planting, City Centre street lights, benches and furnishings, pedestrian crossings, and innovative storm water management measures aimed at improving the quality of run-off and reduce the volume of run-off entering the storm sewer system;
- 0.15 m wide curb;
- 2.5 m wide southbound parking lane;
- 3.3 m wide southbound vehicle travel lane;
- 3.3 m wide left-turn lane / landscaped median;
- 3.3 m wide northbound vehicle travel lane; and

- minimum 1.0 m wide shoulder.
- b) **Ultimate Cross-Section:** From the 3.3 m wide northbound vehicle travel lane to the east:
- 2.5 m wide northbound parking lane;
  - 0.15 m wide curb;
  - 1.5 m wide landscaped boulevard, incorporating street trees @ 6.0 m on centre or as otherwise directed by the City, some combination of groundcover and decorative planting, City Centre street lights, benches and furnishings, pedestrian crossings, and innovative storm water management measures aimed at improving the quality of run-off and reduce the volume of run-off entering the storm sewer system;
  - 2.0 m wide bike path (asphalt with +/-0.15 m wide concrete bands along each edge);
  - 0.6 m wide buffer strip, incorporating decorative paving (e.g., split-face stone sets), pedestrian lighting, decorative planting, and furnishings; and
  - 2.0 m wide concrete sidewalk.
- 24.2.4. **No 3 Road:** The developer is responsible for the design and construction of the following cross-section along the entire development frontage to Sea Island Way, to the satisfaction of the City (from west to east):
- a) Maintain existing northbound traffic lanes (and any other road widening required by MOTI and/or deemed necessary per TIA);
  - b) 0.15m wide barrier curb;
  - c) 0.25m wide buffer strip, incorporating decorative paving (e.g., split face stone sets);
  - d) 2.0 m wide bike path (asphalt with +/-0.15 m wide concrete bands along each edge);
  - e) 1.5m wide landscaped boulevard\*, incorporating street trees @ 6.0 m on centre or as otherwise directed by the City, some combination of groundcover and decorative planting, City Centre streetlights, benches and furnishings;
  - f) Min. 3.0 m wide sidewalk, which shall be:
    - @ subject development and entire Neighbourhood Park frontage: Some combination of concrete and decorative paving, as determined to the City's satisfaction; and
    - @ north of the Neighbourhood Park: Temporary asphalt (unless permanent frontage improvements are installed by others in advance of the City requiring completion of the proposed temporary sidewalk by the subject developer); and
  - g) Additional landscaping, as determined to the City's satisfaction, to tie the required frontage works into adjacent park and related improvements.
- 24.2.5. **Sea Island Way:** The developer is responsible for accommodating MOTI requirements and designing/constructing frontage works with greenway improvements within the road right-of-way. Behind the curb (from north to south), improvements shall include:
- a) 3.0 m wide landscaped boulevard, incorporating street trees @ 6.0 m on centre or as otherwise directed by the City, some combination of groundcover and decorative planting, streetlights, and innovative storm water management measures aimed at improving the quality of run-off and reduce the volume of run-off entering the storm sewer system;
  - b) 2.0 m wide bike path (i.e. asphalt with a 0.15 m wide concrete band along both sides);
  - c) 0.6 m wide buffer strip, incorporating decorative paving (i.e. split-face stone sets), pedestrian lighting, decorative planting, and furnishings;
  - d) 2.0 m wide concrete sidewalk; and
  - e) Some combination of groundcover, decorative planting, trees, and landscape features, to the satisfaction of the City, as determined via an approved Development Permit\*.

24.2.6. **Traffic Signals:** The design and construction of the following improvements, together with any additional improvements that may be necessary, subject to the outcome of the final approved Traffic Impact Analysis (TIA), as determined at the sole discretion of the City. As a minimum, provide a new traffic signal at Hazelbridge/Capstan Way Intersection and upgrade of the existing traffic signal at No 3 Road/Capstan Way Intersection to accommodate the identified road widening. Works to include, but not limited to, the following:

- a) Signal poles, controller, bases, and hardware;
- b) Pole bases, street light luminaires, and fittings (to match City Centre/Capstan Village standards);
- c) Detection conduits (i.e. electrical and communication) and signal indications, and communications cable, electrical wiring, and service conductors; and
- d) Accessible Pedestrian Signals (APS) and illuminated street name sign(s).

24.3. **Parks Servicing Agreement\* Requirements:** The developer shall be responsible for the design and construction, at the developer's sole cost, of the network of park and public open space improvements for which design/construction shall be subject to "*Parks SA Requirements*" (generally indicated in the attached Parks Concept Plan/ **Schedule F** and Parks and Public Open Space Key Plan /**Schedule D**), as determined to the City's satisfaction.

For clarity, the "*Parks SA Requirements*" shall NOT include the "Mid-Block Walkway SRW", "Arts Space Walkway SRW", or "Sea Island Greenway SRW", the design/construction of which public open spaces shall be subject to the Development Permit (DP)\* approvals and DP landscape Letters of Credit required with respect to the development of the applicable lots.

24.3.1. Park and public open space improvements subject to "*Parks SA Requirements*", as determined to the City's satisfaction, shall include the:

- a) "*Neighbourhood Park Expansion*" improvements, which shall be limited to City-approved park improvements to the 1,335.5 m<sup>2</sup> (0.33 ac) area to be transferred to the City as fee simple, at the developer's sole cost, to satisfy CCAP park requirements, including:
  - 1,194.0 m<sup>2</sup> (0.30 ac) along the north side of 3311 Carscallen Road; and
  - 141.5 m<sup>2</sup> (0.03 ac) along the south side of 3311 Carscallen Road;
- b) "*Guideway Park*", which shall be limited to City-approved park improvements to an irregular strip of land across the entirety of the No. 3 Road frontages of 3280 and 3360 No. 3 Road and 8511 Capstan Way Lands to be transferred to the City, at the developer's sole cost, as fee simple and having a combined total area of at least 746.7 m<sup>2</sup> (0.19 ac);
- c) "*Transit Plaza SRW*", which shall be limited to City-approved park improvements to a 10 m (3.28 ft.) wide strip of land, measuring at least 610.0 m<sup>2</sup> (0.15 ac) in size, along the lot's west property line where it abuts the Canada Line guideway (but not at the proposed station), together with areas and/or features required with respect to City-approved modifications to the "*Transit Plaza SRW*" agreement to accommodate station integration, as determined to the City's satisfaction; and
- d) Existing park upgrades, which shall be limited to City-approved park improvements to existing City-owned park lands (i.e. NOT park land transferred to the City through the subject rezoning) that are unimproved or have not been improved to ultimate park standards (by others), as determined at the sole discretion of the City.

24.3.2. At the time of writing these Rezoning Considerations, the scope of park works required to be subject to "*Parks SA Requirements*" cannot be confirmed, as insufficient information is available regarding TransLink's intended station design and potential station integration strategy.

The scope of required works, together with necessary City approvals, shall be addressed through the developer's first Servicing Agreement \* (i.e. "Rezoning SA"), the Development Permit\*



application for Lot 1 (East Lot) and Lot 2 (West Lot), and related City processes and Council approvals, as determined to the satisfaction of the City.

- 24.3.3. Street frontages are outside the scope of the park improvements and, therefore, are described under this document's Transportation SA\* Requirements.

NOTE: Street frontages must be designed and constructed in coordination with the park and public open space improvements and, as determined to the satisfaction of the City, elements identified along those frontages under the Transportation SA\* Requirements may be varied via the SA\* detailed design processes to better achieve the inter-related objectives of the City's parks, transportation, engineering, and related interests.

- 24.3.4. Prior to rezoning adoption, the developer is required to enter into a Servicing Agreement for the design and construction of the first phase of park and public open space improvements, as provided for under the "Phasing Agreement".

- 24.3.5. "Parks SA Requirements" (design/construction) for which Development Cost Charge (DCC) credits may apply shall be limited to permanent/ultimate park improvements as follows, as determined to the City's satisfaction:

- a) "Neighbourhood Park Expansion" improvements, which shall be limited to City-approved park improvements to the 1,335.5 m<sup>2</sup> (0.33 ac) area to be transferred to the City as fee simple, at the developer's sole cost, to satisfy CCAP park requirements, including:
  - 1,194.0 m<sup>2</sup> (0.30 ac) along the north side of 3311 Carscallen Road; and
  - 141.5 m<sup>2</sup> (0.03 ac) along the south side of 3311 Carscallen Road; and
- b) Existing park upgrades, which shall be limited to City-approved park improvements to existing City-owned park lands (i.e. NOT park land transferred to the City through the subject rezoning) that are unimproved or have not been improved to ultimate park standards (by others), as determined at the sole discretion of the City.

For clarity, design/construction of park improvements undertaken by the developer on lands secured for park/public open space (as fee simple or SRW) with respect to the Capstan Station Bonus and/or on land for which the developer is otherwise permitted to calculate density shall NOT be eligible for Development Cost Charge (DCC) credits. Likewise, temporary improvements (regardless of their location) and improvements on lands not owned by the City shall NOT be eligible for Development Cost Charge (DCC) credits.

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

1. Legal Agreements: Satisfy the terms of legal agreements registered on title prior to rezoning adoption (RZ 17-769242) with respect to the subject Development Permit\* for Lot 1 (East Lot) and Lot 2 (West Lot).
2. Additional Requirements: Discharge and registration of additional right-of-way(s) and/or legal agreements, as determined to the satisfaction of the Director of Development, Director of Transportation, Director of Engineering, Manager of Real Estate Services, Manager of Community Social Services, and Senior Manager of Parks.

**Prior to Building Permit Issuance, the developer must complete the following requirements:**

1. Legal Agreements: Satisfy the terms of legal agreements registered on title prior to rezoning adoption (RZ 17-769242) and Development Permit\* issuance with respect to Lot 1 (East Lot) and Lot 2 (West Lot).

NOTE: The developer is NOT required to pay funds towards the Capstan Station Reserve prior to Building Permit\* issuance for any part of the subject development. The developer's contribution towards the Capstan Station Reserve with respect to the Capstan Station density bonus provisions in the Richmond Zoning Bylaw and ZMU25 zone shall be fully satisfied prior to rezoning adoption (RZ 17-769242).

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

**NOTE:**

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

**SIGNED COPY ON FILE**

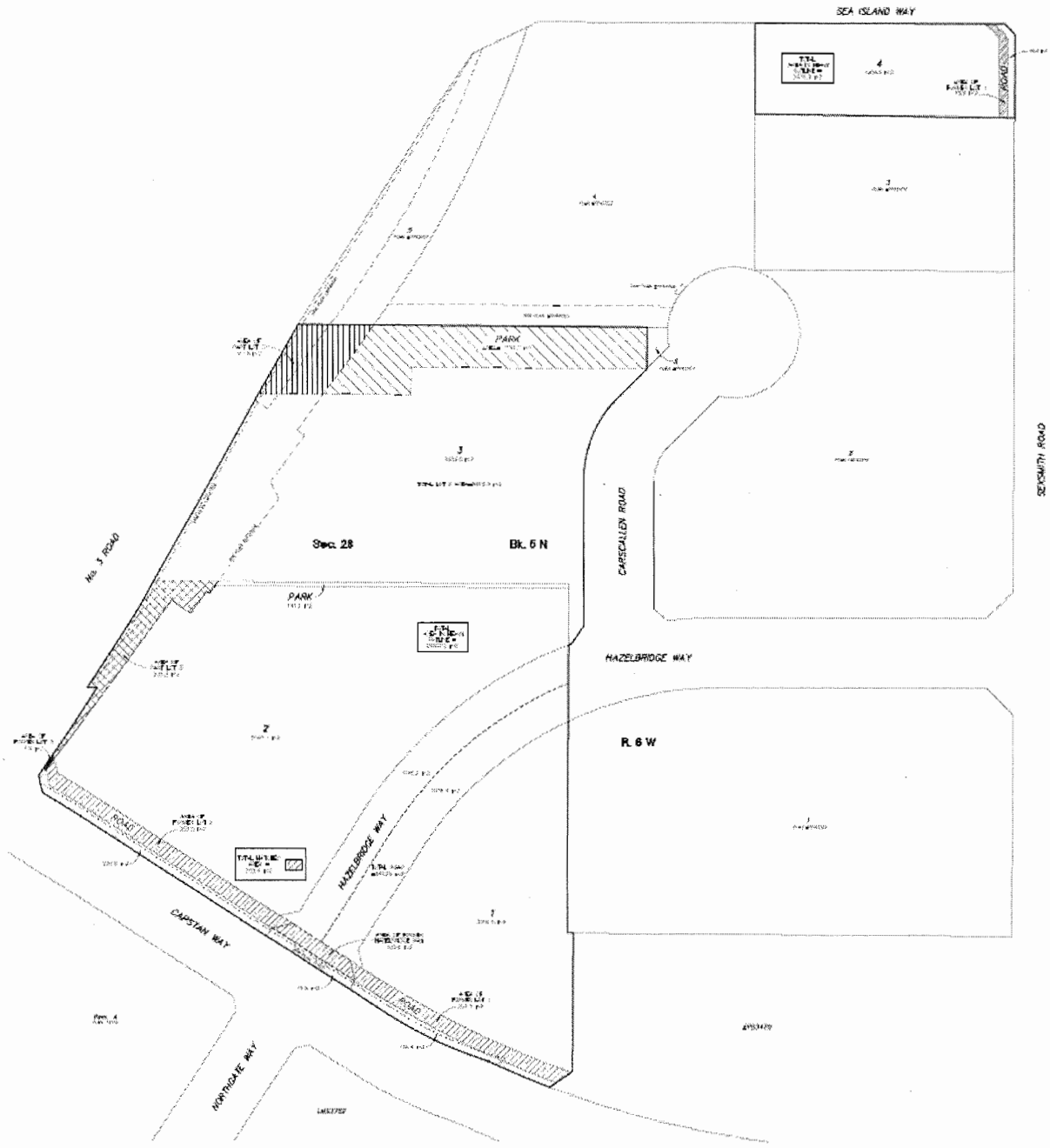
Signed \_\_\_\_\_

Date \_\_\_\_\_

# SCHEDULE A Preliminary Subdivision Plan

SKETCH PLAN OF DEDICATIONS ON LOTS 1, 2, 3, 4  
SECTION 28 BLOCK 6 NORTH RANGE 6 WEST  
NEW WESTMINSTER DISTRICT

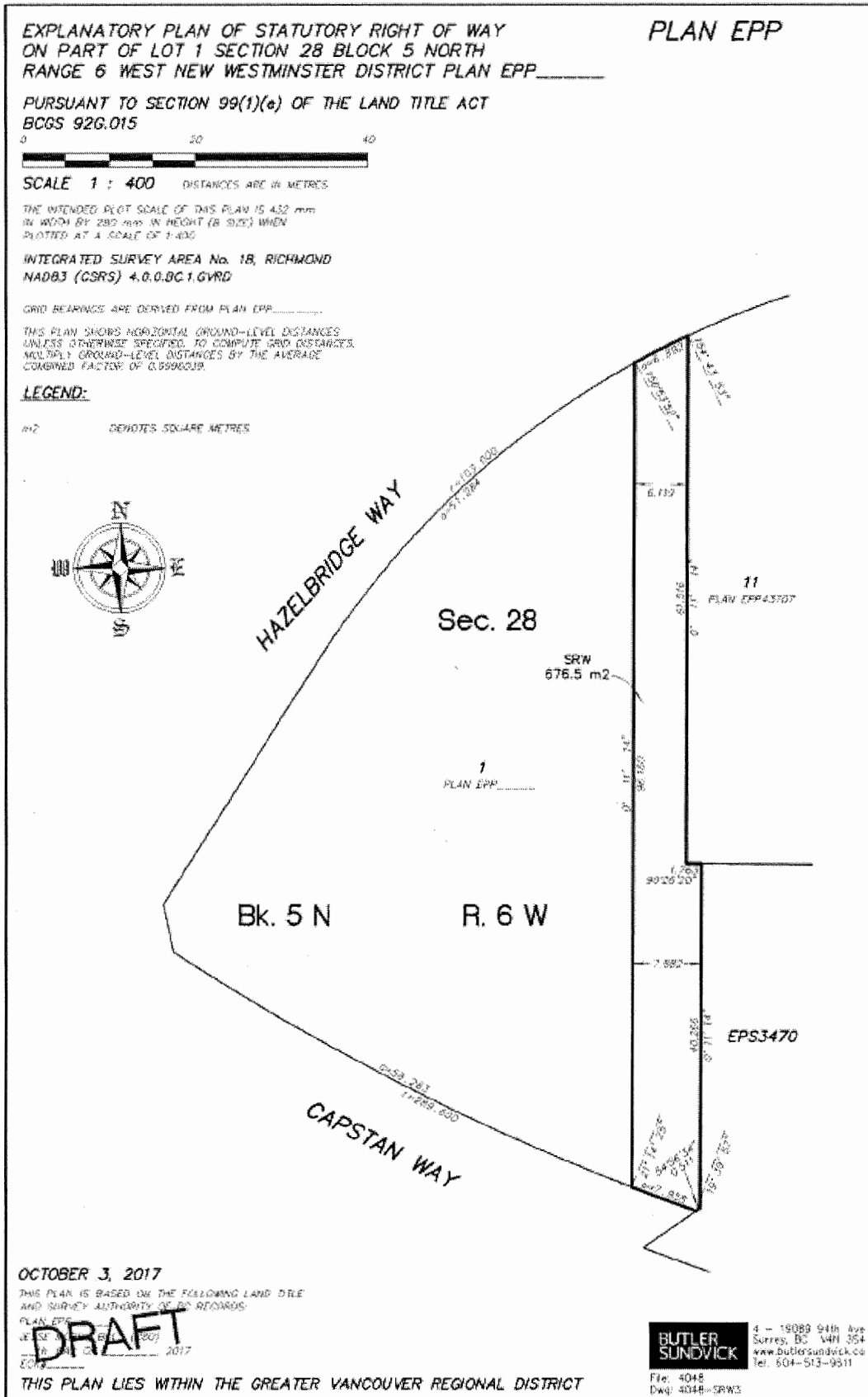
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DATE 11/15/17  
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CHECKED BY [Name]  
DESIGNED BY [Name]



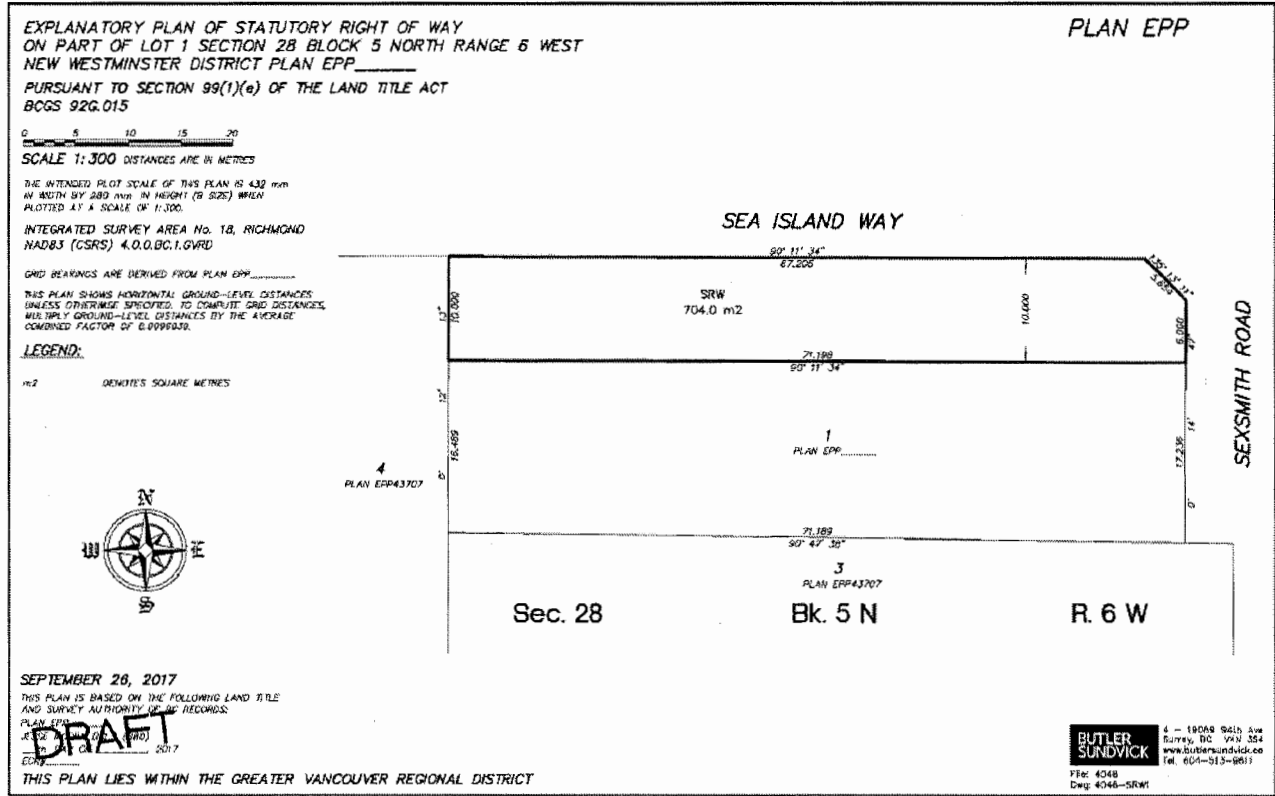
DECEMBER 15, 2017  
**DRAFT**  
THIS PLAN FILED WITH THE CLERK OF DISTRICT COURT

PLN - 193

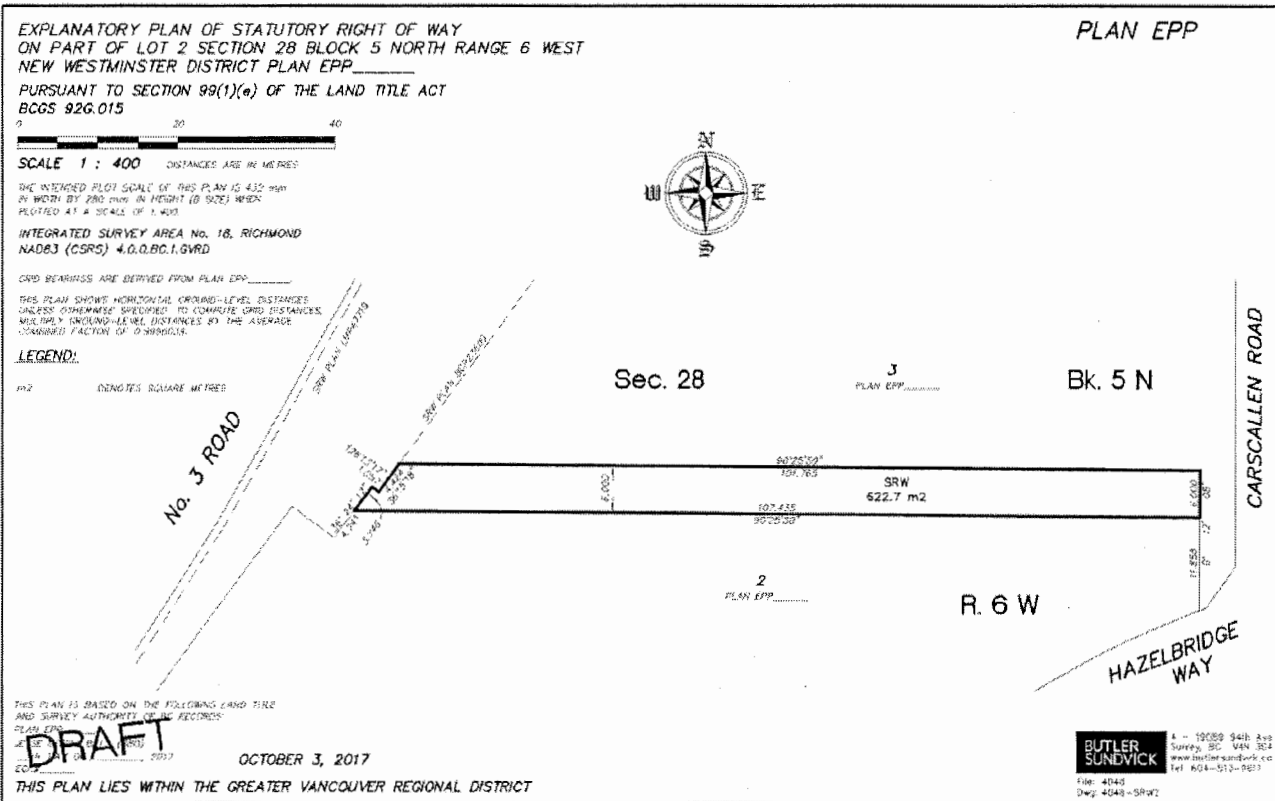
Mid-Block Trail @ Lot 1 (East Lot) (676.5 m<sup>2</sup>)



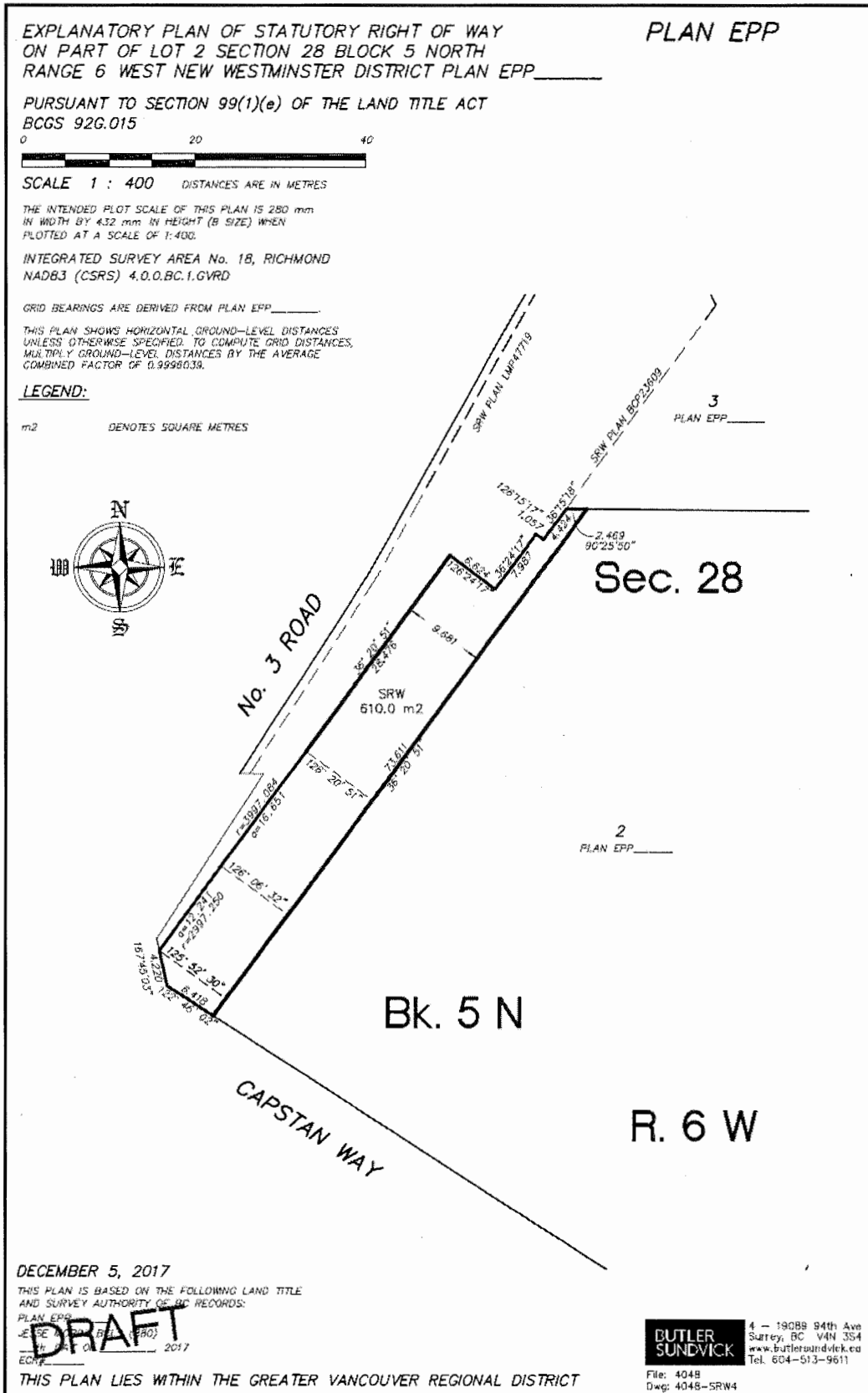
Sea Island Greenway SRW @ 3131 Sexsmith Road (704.0 m<sup>2</sup>)



Art Space Walkway SRW @ Lot 2 (West Lot) (622.7 m<sup>2</sup>)



Transit Plaza SRW @ Lot 2 (West Lot) (610.0 m<sup>2</sup>)



RZ 17-769242

**Village Centre Bonus Arts Space***Terms of Reference**Prepared November 27, 2017***A. Intent**

The developer shall provide, in perpetuity, an affordable, Arts Space for operation by eligible non-profit art organizations (as defined herein), constructed to a turnkey level of finish at the sole cost of the developer, to the satisfaction of the City.

The design and operation of the Arts Space shall help to enrich the vitality and animation of Capstan Village and adjacent City park space, foster growth of the CCAP's designated Richmond Arts District, and enhance the amenity of the local area and the City Centre through synergy with the nearby (approved) community centre, Early Childhood Development (ECD) Hub, and Capstan Canada Line Station development.

The Arts Space shall include:

- a single, contiguous commercial unit comprising at least 1,193.8 m<sup>2</sup> (12,850.0 ft<sup>2</sup>) of gross leasable indoor space on the north side of the Lot 2 (West Lot) building in the form of ground floor, store-front, universally accessible space with direct public pedestrian access to/from the Art Space Walkway SRW (along the north side of the lot), the adjacent City-owned park, and proposed Capstan Canada Line Station and transit plaza;
- shared use of the publicly-accessible Art Space Walkway SRW area for art display, informal / formal gatherings, and related activities;
- at least 41 vehicle parking spaces, as specified in the ZMU25 zone, which shall include some combination of public drop-off/pick-up spaces, public short-term spaces (i.e. hourly), and/or assigned spaces (for the exclusive use of the Arts Space tenant), as determined to the satisfaction of the City through an approved Development Permit\*; and
- Class 1 (secured) and Class 2 (unsecured) bicycle storage, electric vehicle (EV) charging equipment, loading, and waste management facilities (i.e. in compliance with the Rezoning Considerations, the OCP, the Zoning Bylaw, and related City policies, as applicable) for the shared and/or exclusive use of the Arts Space tenant, together with required pedestrian and vehicular access/circulation, as determined to the satisfaction of the City through an approved Development Permit\*.

**B. Arts Space Uses:**

- a) Permitted uses, on a 24/7 basis, by or on behalf of the tenant, shall include for indoor recreation, library and exhibit, spectator entertainment, studio, cultural and educational uses, and/or related uses, which may include, among other things:
  - i. dance, theatre, music, visual, applied, and/or media arts;
  - ii. art production (except as specifically indicated below);
  - iii. art education;
  - iv. indoor display and wholesale / retail sale of arts produced on the premises;
  - v. temporary outdoor display within the Art Space Walkway SRW (i.e. the outdoor space designated for the shared use of the Arts Space tenant and the public) of arts produced on the premises; and
  - vi. related uses and activities (e.g., art openings and special events, shipping/receiving, indoor storage, public art).
- b) Prohibited uses, on a 24/7 basis, shall include:
  - i. residential activities;
  - ii. welding, glassblowing, and activities involving noxious or toxic fumes or vapors;
  - iii. noises that are not in reasonable compliance with the City's noise bylaw; and
  - iv. outdoor storage of materials or equipment.

**C. Arts Space Tenant Eligibility:** All eligible tenants must satisfy the following criteria:

- a) intend to utilize the Arts Space in compliance with the Village Centre Bonus Art Space Terms of Reference and related requirements; and
- b) satisfy the definition of a "non-profit organization", as determined to the satisfaction of the City.

**D. Arts Space Rental Terms:**

- a) The Arts Space shall be rented solely for dance, theatre, music, visual, applied, and/or media arts and related purposes, as generally described under "Arts Space Uses";
- b) Rental rates and terms shall be approved by the City with the aim of:
  - i. ensuring the Arts Space provides "affordable" space for eligible tenants, pre-qualified by the owner and approved by the Director, Arts, Culture and Heritage Services or his/her alternate; and
  - ii. supporting City objectives for:
    - enriching the vitality and animation of Capstan Village and adjacent City park space;
    - fostering growth of a dynamic "arts district"; and
    - enhancing the amenity of the local area and City Centre through synergy with the nearby (approved) community centre, Early Childhood Development (ECD) Hub, and Capstan Canada Line Station.
- c) The terms of the Rental Agreement(s) shall indicate that they apply in perpetuity and provide for the following, as determined to the City's satisfaction:
  - i. annual lease with open-ended term;
  - ii. maximum of one tenant may occupy the Arts Space at any one time;
  - iii. a reduction of 50% or greater in the Arts Space's net rent as compared to the net rental rate for comparable City Centre commercial space;
  - iv. mechanisms for determining the base rental rate at the time of occupancy and periodic updates (e.g., once every five years).

**E. City Responsibility:** The Director, Arts, Culture and Heritage Services or his/her alternate will be responsible for:

- a) defining and updating the Arts Space tenant eligibility criteria (e.g., financial requirements) on a periodic basis;
- b) setting Council-approved rental rates for the Arts Space and reviewing and updating the rates on a periodic basis (e.g., once every five years) as required to the City's satisfaction; and
- c) approving tenants from a list of applicants that are pre-qualified by the Developer/Owner based on City-approved Arts Space Tenant Eligibility criteria. Selection will be done via a selection panel or as otherwise determined to the sole satisfaction of the City, and will be based on, among other things, artistic merit, community-mindedness, potential synergy with the designated Richmond Arts District, nearby community uses and public open space, and the Canada Line, and the ability to contribute towards a lively, appealing public realm.

**F. Developer/Owner Responsibility:** The developer/owner will be responsible, at the sole cost of the developer/owner, for the following:

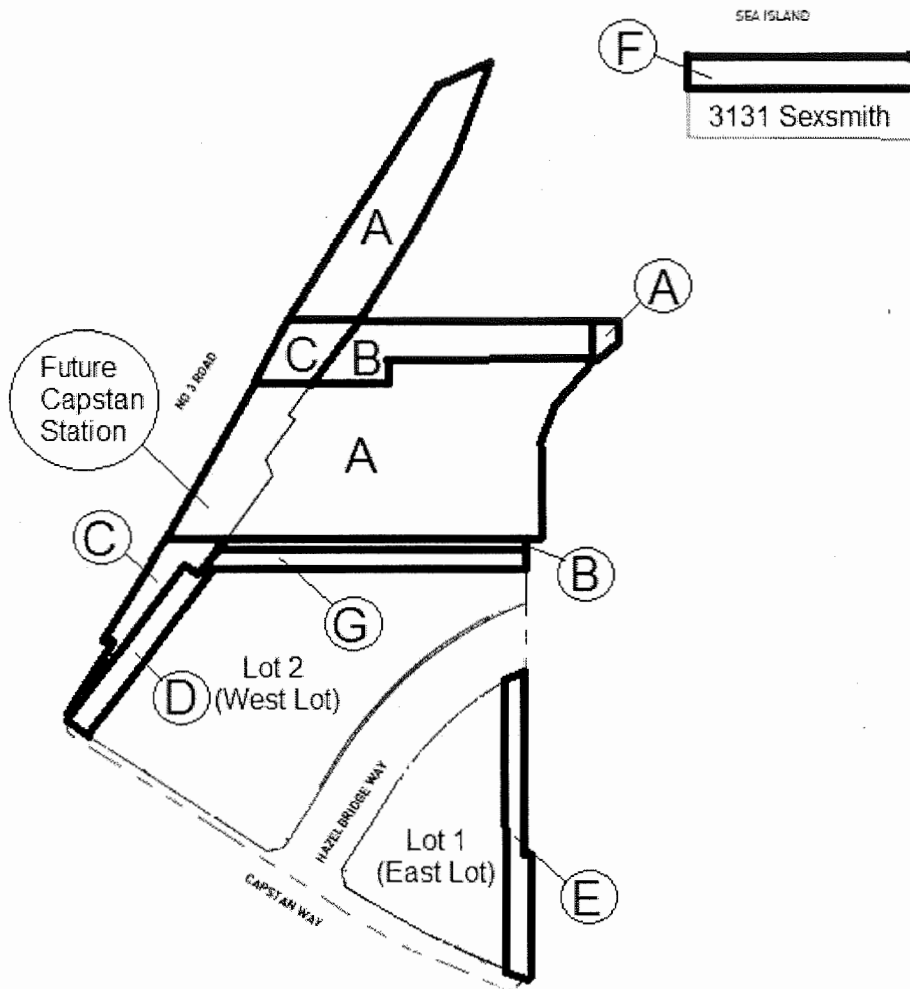
- a) designing and constructing the Arts Space and related uses / spaces to a turnkey level of finish, including tenant improvement for the initial tenant of the Arts Space, as determined to the satisfaction of the City;
- b) pre-qualifying potential tenants for review and selection by the City;
- c) renting the Arts Space to eligible, City-approved tenant(s); and
- d) building maintenance and repair, exclusive of tenant improvements.

**G. Arts Space Tenure:**

- a) Ownership: Developer (Concord Pacific); however, the Arts Space may be sold to an alternate owner, provided that the Arts Space is sold as a single unit and all rights (e.g., parking, waste facilities, access, rental terms) are transferred with the Arts Space, to the satisfaction of the City.
- b) Legal: Prior to adoption of the pending Rezoning Bylaw, legal agreements must be registered on title to secure the Arts Space (i.e. detailing the form, use, and location of the Arts Space and easement(s) and/or alternate agreements as required with respect to parking, shared use of loading and access, rents, tenant eligibility criteria, maintenance, and other considerations), together with "no development", "no build", and "no occupancy" covenants, an option to purchase (at a nominal charge), and other measures, all as determined to the satisfaction of the City.
- c) Parcel: Air Space Parcel (ASP)



Park & Public Open Space Key Plan



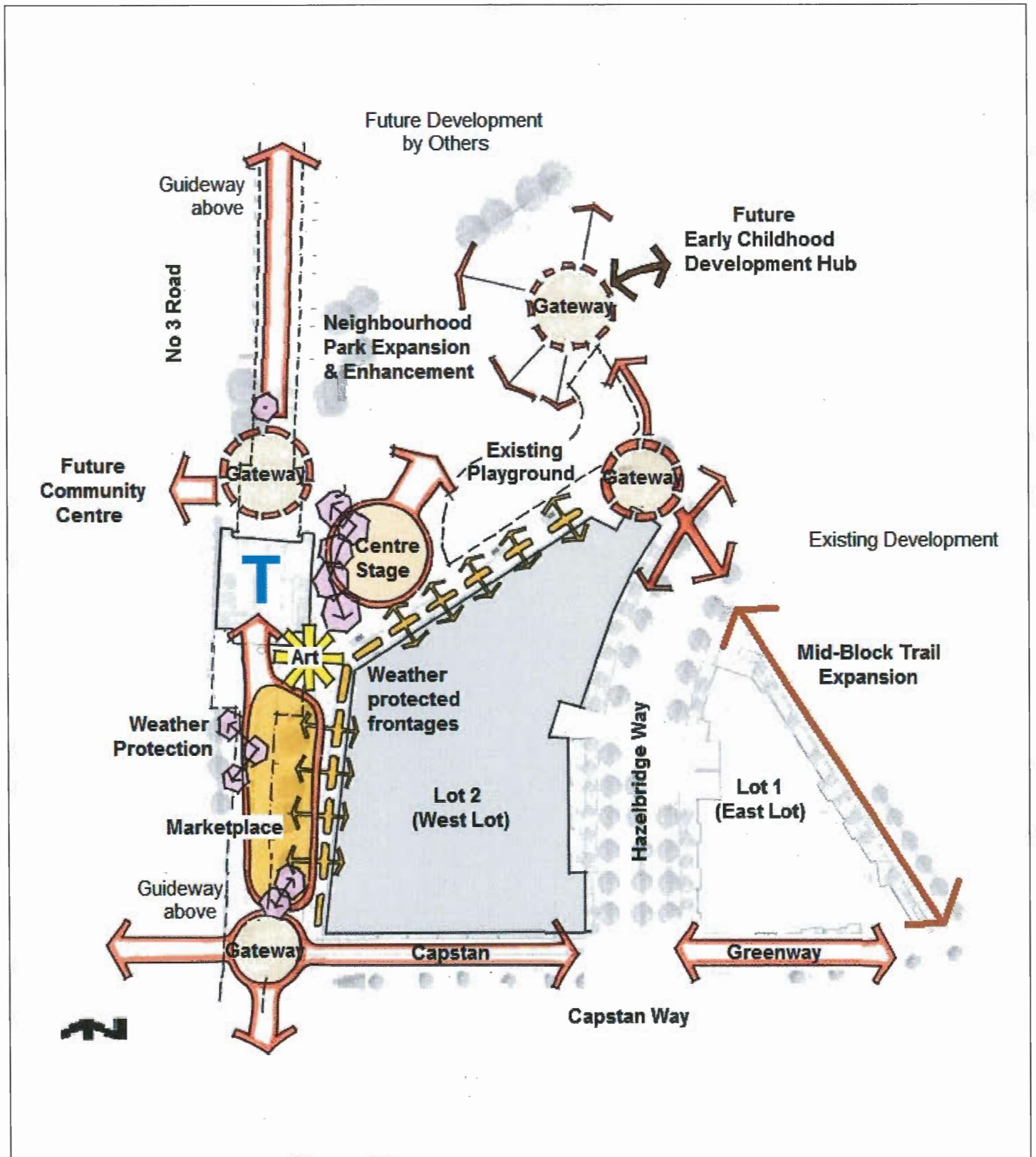
FEATURE		TENURE	DCC ELIGIBLE
A	Existing City-Owned Park (including 3311 Carscallen Rd)	Fee simple (3)	Enhancements only
B	Neighbourhood Park Expansion	Fee simple (2)	Land & construction
C	Guideway Park	Fee simple (2)	N/A
D	Transit Plaza SRW <i>NOTE: May be expanded for station integration.</i>	SRW (1)	N/A
E	Mid-Block Trail	SRW (1)	N/A
F	Sea Island Greenway SRW	SRW (1)	N/A
G	Art Space Walkway SRW	SRW (1)	N/A

**NOTE:** The "Parks SA Requirements" shall NOT include the "Mid-Block Walkway SRW", "Arts Space Walkway SRW", or "Sea Island Greenway SRW", the design/construction of which public open spaces shall be subject to Development Permit (DP)\* approvals and DP landscape Letters of Credit OR one or more separate DP\*-related SAs\* and SA Letters of Credit, as determined to the City's satisfaction through the DP\* review and approval processes.

**Pinnacle Parks Plan (RZ 12-610011)**



Preliminary Park & Public Open Space Concept Diagram (excluding 3131 Sexsmith Road)



## Preliminary Park & Public Open Space Concept Highlights

- A. **Marketplace:** A busy transit plaza at the station entrance, framed by pedestrian-oriented shop fronts and the Canada Line guideway, will be animated with vendors, buskers, food trucks, and seasonal events and activities.



- B. **Centre Stage:** An informal amphitheatre-type performance space, at the crossroads between the station and neighbourhood park, will provide a place to stop for lunch or a coffee while enjoying a variety of formal/informal entertainment opportunities.



- C. **Neighbourhood Park Expansion & Enhancement:** Expansion of the existing neighbourhood along its north and south sides, together with improvements within the existing park, will provide for increased green space, an east-west bike route linked to the station, seating, tree planting, and related features that will enhance its appeal to local residents, families with children, employees, and visitors.



- D. **Gateways:** Landscape features will mark key arrivals points & add visual interest.



PLN - 202

## Preliminary Park & Public Open Space Concept Highlights

- E. **Greenways:** A network of pathways and off-street bike paths along Capstan Way, Sexsmith Road, Sea Island Way, and No.3 Road will connect the neighbourhood to the station, future community centre, riverfront, and nearby elementary school.



- F. **Mid-Block Trail:** Expansion of the existing landscaped trail (currently under construction by others) along the east side of Lot 1 (East Lot) will provide for an enhanced public realm, together with a fenced dog park or alternate amenity, to the City's satisfaction.



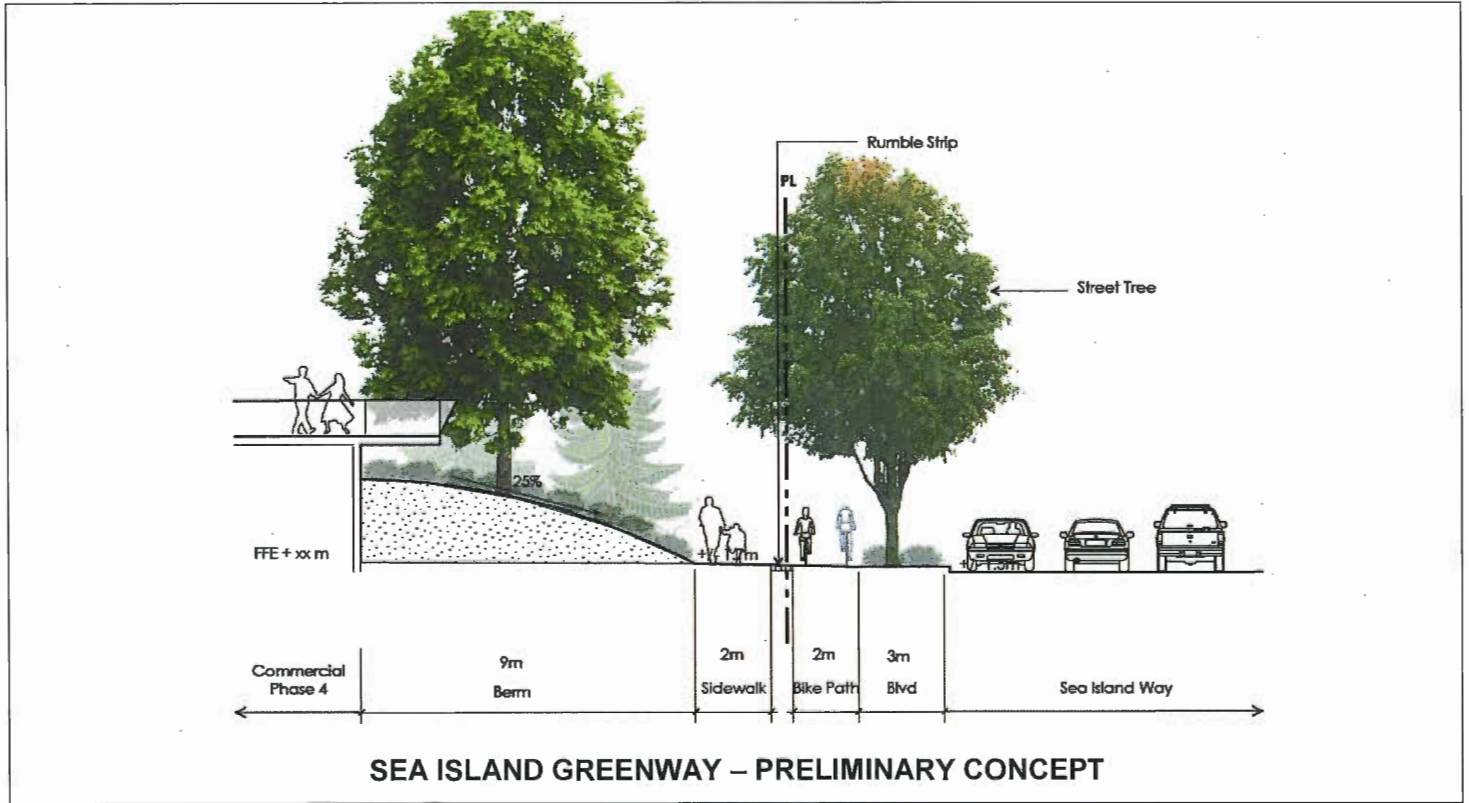
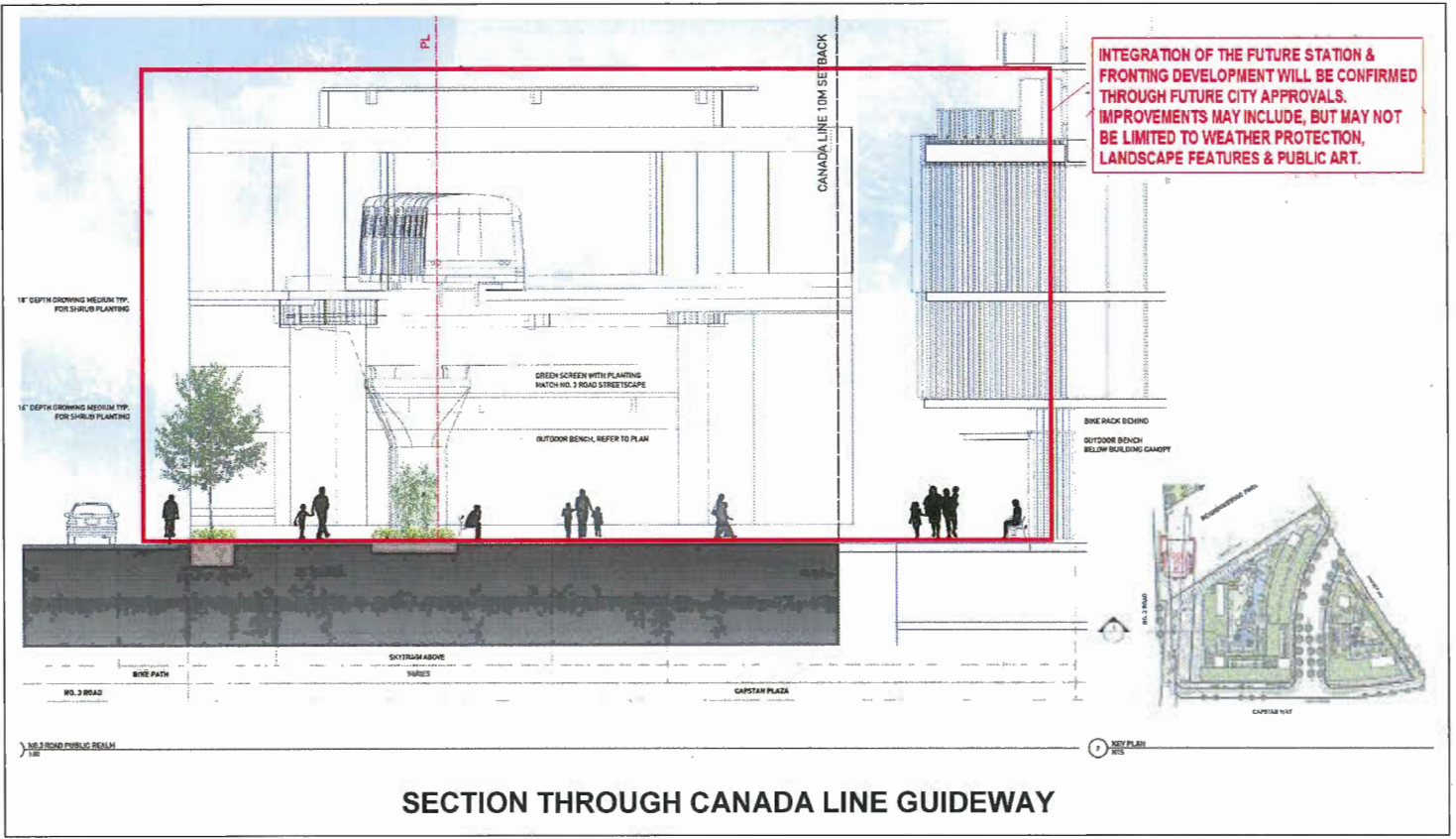
- G. **Public Art:** Artworks will be commissioned and placed to enliven the park and contribute towards a sense of place, ownership and identity for local residents, businesses, and visitors.



- H. **Weather Protection:** Continuous weather protected routes (including, but not limited to canopies and related features along all commercial frontages) will connect the station to the surrounding neighbourhood and key destinations (i.e. community centre and ECD Hub).









**Richmond Zoning Bylaw 8500  
Amendment Bylaw 9780 (RZ 17-769242)  
8511 Capstan Way, 3280 and 3360 No. 3 Road,  
and 3131 Sexsmith Road**

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

1. Richmond Zoning Bylaw 8500, as amended, is further amended by:
  - 1.1. In Section 20.25.3 Secondary Uses, inserting “cultural and educational **uses**” and “**entertainment, spectator**”;
  - 1.2. In Section 20.25.4 Permitted Density:
    - 1.2.1. Repealing Sub-Section 20.25.4.2(c) and replacing it with the following:

“c) the **owner** grants to the **City**, via a statutory **right-of-way, air space parcel**, or fee simple, as determined at the sole discretion of the **City**, rights of public use over a suitably landscaped area of the **site** for **park** and related purposes at a rate of:

      - i) 5.74 m<sup>2</sup> per **dwelling unit** based on the combined total number of **dwelling units** within the area shown cross-hatched and indicated as “A”, “B”, “C”, and “D” in Section 20.25.4, Diagram 2, or 6,810.4 m<sup>2</sup>, whichever is greater; and
      - ii) 5.0 m<sup>2</sup> per **dwelling unit** based on the combined total number of **dwelling units** within the area shown cross-hatched and indicated as “E”, “F”, and “G” in Section 20.25.4, Diagram 2, or 4,187.9 m<sup>2</sup>, whichever is greater;”;
    - 1.2.2. Repealing Sub-Section 20.25.4.3(b) and replacing it with the following:

“b) the **owner** uses the additional 1.0 **density bonus floor area ratio** only for non-residential purposes, which non-residential purposes shall provide, in whole or in part, for **convenience retail uses** (e.g. large format grocery store; drug store), **minor health services**, pedestrian-oriented **general retail**, or other **uses** important to the viability of the Village Centre as determined to the satisfaction of the **City**, which shall include:

      - i) for the area shown cross-hatched and indicated as “E” in Section 20.25.4, Diagram 2, one contiguous interior **building** space, situated at **grade** and fronting a **park**, and comprising at least



1,193.8 m<sup>2</sup> of the additional 1.0 **density bonus floor area ratio** (i.e. the **gross floor area** of the additional **building area**), for **indoor recreation, library and exhibit, spectator entertainment, studio**, cultural and educational **uses**, and/or related **uses**, as determined to the satisfaction of the **City**”;

1.2.3. Repealing Sub-Section 20.25.4.3(d) and 20.25.4.3(e) and replacing them with the following:

- “d) for the areas shown cross-hatched and indicated as “B”, “C”, and “D” in Section 20.25.4, Diagram 2:
- i) the **owner** grants to the **City**, via **air space parcel**, at least 5% of the additional 1.0 **density bonus floor area ratio** (i.e. the **gross floor area** of the additional **building area**) or 1,428.4 m<sup>2</sup>, whichever is greater, for **child care, community amenity space**, and **minor health service**, to the satisfaction of the **City**, and locates the entirety of the area granted to the **City** within the area shown cross-hatched and indicated as “B” in Section 20.25.4, Diagram 2; and
  - ii) the **owner** provides 250 **parking spaces** for shared **commercial/residential use** and grants rights of public use over 50% of the **parking spaces**, secured via a statutory **right-of-way, air space parcel**, or alternative means, as determined at the sole discretion of the **City**, within the area shown cross-hatched and indicated as “A” in Section 20.25.4, Diagram 2; and
- e) for the areas shown cross-hatched and indicated as “E” and “G” in Section 20.25.4, Diagram 2, the **owner** pays a sum to the **City** in lieu of granting 5% of the additional 1.0 **density bonus floor area ratio** (i.e. the **gross floor area** of the additional **building area**) to the **City** as **community amenity space** based on 5% of the **density bonus floor area** (i) multiplied by the “equivalent to construction value” rate of \$6997 per sq. m, if the payment is made within one year of third reading of the zoning amendment bylaw or (ii) thereafter, multiplied by the “equivalent to construction value” rate of \$6,997 per sq. m. adjusted by the cumulative applicable annual changes to the Statistics Canada “Non-Residential Building Construction Price Index” for Vancouver, where such change is positive.”;

1.2.4. Repealing Sub-Section 20.25.4.4(a) and replacing it with the following:

- “a) **owner** complies with the conditions set out in Sections 20.25.4.2(a), (b), (c), (d), and (e) and Sections 20.25.4.3(a), (b), (c), and (d);”;

1.2.5. Repealing Sub-Section 20.25.4.4(c) and replacing it with the following:

- “c) **owner** transfers not less than 5,000.4 m<sup>2</sup> of land to the **City** as fee simple for **park** purposes, which shall include a suitably landscaped area of the **site** transferred by the **owner** to the **City** in compliance

with Section 20.25.4.2(c)(i), provided that such area is transferred to the **City** as fee simple;”;

1.2.6. Repealing Diagram 2 and replacing it with the following:

Diagram 2

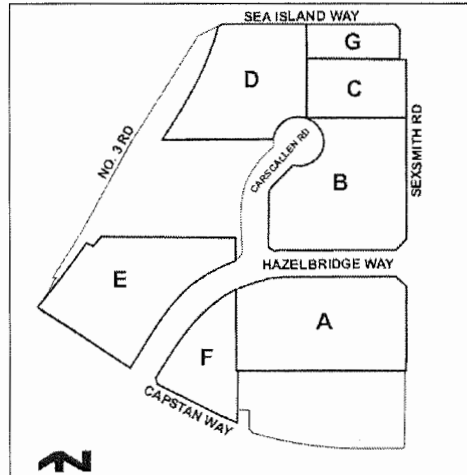
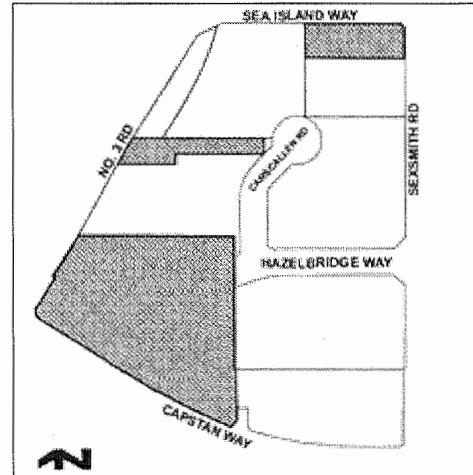


Diagram 3



; and

1.2.7. Repealing Sub-Section 20.25.4.5 and replacing it with the following:

“5. For the area within the **City Centre** shown cross-hatched in Section 20.25.4, Diagram 3, notwithstanding Section 20.25.4.2, the reference to “2.5” is increased to a higher **floor area ratio** of “3.182” and, notwithstanding Section 20.25.4.3, the reference to “1.0” is increased to a higher **floor area ratio** of “1.128”, provided that the:

- a) **owner** complies with the conditions set out in Sections 20.25.4.2(a), (b), (c), and (d) and Sections 20.25.4.3(a), (b), (c), and (e);
- b) **owner** dedicates not less than 3,011.7 m<sup>2</sup> of land to the **City** as **road**;
- c) **owner** transfers not less than 746.7 m<sup>2</sup> of land to the **City** as fee simple for **park** purposes, which shall include a suitably landscaped area of the **site** transferred by the **owner** to the **City** in compliance with Section 20.25.4.2(c)(ii), provided that such area is transferred to the **City** as fee simple;
- d) maximum total combined **floor area** for the **site** shall not exceed 55,048.6 m<sup>2</sup>, of which the **floor area** of residential **uses** shall not exceed 43,818.5 m<sup>2</sup> and the floor area of other **uses** shall not exceed 11,230.1 m<sup>2</sup>;
- e) maximum total combined number of **dwelling units** for the areas shown cross-hatched and indicated as “E” and “F” in Section 20.25.4, Diagram 2, shall not exceed 533; and

- f) **maximum floor area** for the areas shown cross-hatched and indicated as “E”, “F”, and “G” in Section 20.25.4, Diagram 2, shall not exceed:
  - i) for “E”: 29,830.0 m<sup>2</sup> for residential **uses**, including at least 1,491.5 m<sup>2</sup> of **habitable space** for **affordable housing units**, and 6,648.7 m<sup>2</sup> for other **uses**, including at least 1,193.8 m<sup>2</sup> for **commercial education, indoor recreation, library and exhibit, studio**, and/or related **uses**;
  - ii) for “F”: 13,988.5 m<sup>2</sup> for residential **uses**, including at least 699.4 m<sup>2</sup> of **habitable space** for **affordable housing units**, and nil for other **uses**; and
  - iii) for “G”: Nil for residential **uses** and 4,581.4 m<sup>2</sup> for other **uses**.
- 6. There is no maximum **floor area ratio** for **non-accessory parking** as a **principal use.**”;
- 1.3. In Section 20.25.5 Permitted Lot Coverage, repealing Sub-Section 20.25.5.1 and replacing it with the following:
  - “1. The maximum **lot coverage** for the areas shown cross-hatched and indicated as “A”, “B”, “C”, “D”, “E”, “F”, and “G” in Section 20.25.4, Diagram 2, is 90% for **buildings** and **landscaped roofs over parking spaces.**”;
- 1.4. In Section 20.25.6 Yards & Setbacks, inserting a new Sub-Section 20.25.6.2 as follows:
  - “2. Notwithstanding Section 20.25.6.1, for **dwelling units** the minimum **setback** to a **lot line** that **abuts** Sea Island Way shall be 20.0 m.”;
- 1.5. In Section 20.25.8 Subdivision Provisions, repealing Sub-Section 20.25.8.1 and replacing it with the following:
  - “1. The minimum **lot area** for the areas shown cross-hatched and indicated as “A”, “B”, “C”, “D”, “E”, “F”, and “G” in Section 20.25.4, Diagram 2, shall be:
    - a) for “A”: 9,000 m<sup>2</sup>;
    - b) for “B”: 8,800 m<sup>2</sup>;
    - c) for “C”: 3,200 m<sup>2</sup>;
    - d) for “D”: 7,000 m<sup>2</sup>;
    - e) for “E”: 8,000 m<sup>2</sup>;
    - f) for “F”: 3,700 m<sup>2</sup>; and
    - g) for “G”: 1,800 m<sup>2</sup>.”; and

- 1.6. In Section 20.25.10 On-Site Parking and Loading:
- 1.6.1. Inserting a new Sub-Section 20.25.10.1(d) as follows:
- “d) the minimum on-site parking requirement for **office** located above the first two floors of a **building** shall be 1.5 spaces per 100.0 m<sup>2</sup> of **gross leasable floor area**.”
- 1.6.2. Repealing the opening phrase in Sub-Section 20.25.10.2 and replacing it with the following:
- “2. Notwithstanding Section 20.25.10.1, for the areas shown cross-hatched and indicated as “A”, “B”, “C”, and “D” in Section 20.25.4, Diagram 2, if the **owner** has provided:”;
- 1.6.3. Repealing the opening phrase in Sub-Section 20.25.10.2(b) and replacing it with the following:
- “b) 250 **parking spaces** for shared **commercial/residential use** within the area shown cross-hatched and indicated as “A” in Section 20.25.4, Diagram 2, and granted rights of public use over 50% of the **parking spaces** under Section 20.25.4.3(d):”;
- 1.6.4. Inserting a new Sub-Section 20.25.10.3 as follows:
- “3. Notwithstanding Section 20.25.10.1, for the areas shown cross-hatched and indicated as “E” and “F” in Section 20.25.4, Diagram 2:
- a) if the **owner** has provided 1,193.8 m<sup>2</sup> of the **building** area for **indoor recreation, library and exhibit, spectator entertainment, studio, cultural uses, educational uses, and/or related uses** under Section 20.25.4.3(b)(i), the minimum combined total number of **parking spaces** for the **uses** shall be 41, all of which shall be located within area “E”;
- b) 100% of residential visitor **parking spaces** required for the **building** within the area shown cross-hatched and indicated as “E” in Section 20.25.4, Diagram 2, may be shared with non-residential **parking spaces** located on the **lot**; and
- c) the minimum number of residential visitor **parking spaces** within the area shown cross-hatched and indicated as “F” in Section 20.25.4, Diagram 2, may be reduced by 50%.”

2. The Zoning Map of the City of Richmond, which accompanies and forms part of Richmond Zoning Bylaw 8500, is amended by repealing the existing zoning designation of the following area and by designating it:

2.1. **“RESIDENTIAL / LIMITED COMMERCIAL AND ARTIST RESIDENTIAL TENANCY STUDIO UNITS (ZMU25) – CAPSTAN VILLAGE (CITY CENTRE)”**

That area shown cross-hatched and indicated as “A” on “Schedule A attached to and forming part of Bylaw 9780”.

2.2. **“SCHOOL & INSTITUTION USE (SI)”**

That area shown cross-hatched and indicated as “B” on “Schedule A attached to and forming part of Bylaw 9780”.

3. This Bylaw may be cited as **“Richmond Zoning Bylaw 8500, Amendment Bylaw 9780”**.

FIRST READING

A PUBLIC HEARING WAS HELD ON

SECOND READING

THIRD READING

OTHER CONDITIONS SATISFIED

MINISTRY OF TRANSPORTATION AND INFRASTRUCTURE APPROVAL

LEGAL REQUIREMENTS SATISFIED

ADOPTED

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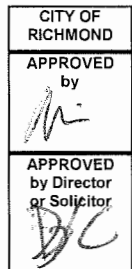
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\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CORPORATE OFFICER

Schedule "A" attached to and forming part of Bylaw No. 9780"

